COLLIER COUNTY
Board of County Commissioners
Community Redevelopment Agency Board (CRAB)
Airport Authority

AGENDA

Board of County Commission Chambers
Collier County Government Center
3299 Tamiami Trail East, 3rd Floor
Naples, FL 34112

January 14, 2025
9:00 AM

Commissioner Chris Hall, District 2; – Chair
Commissioner Burt Saunders, District 3; – Vice Chair
Commissioner Rick LoCastro, District 1
Commissioner Dan Kowal, District 4; – CRAB Co-Chair
Commissioner William L. McDaniel, Jr., District 5; – CRAB Co-Chair

NOTICE: All persons wishing to speak on Agenda items must register prior to presentation of the Agenda item to be addressed. All registered speakers will receive up to three minutes unless the time is adjusted by the Chair. Additional minutes may be ceded to an in-person speaker by other registered speakers who must be present at the time the speaker is heard. No public speakers will be heard for Proclamations, Presentations and Public Petitions. Speakers on Presentations are limited to 10 minutes, unless extended by the Chair. All persons wishing to speak on a Consent Item must register prior to the Board's Approval of the day's Consent Agenda, which is heard at the beginning of the meeting following the Pledge of Allegiance.

Anyone wishing to address the Board on Public Petition must submit the request in writing to the County Manager at least 13 days prior to the date of the meeting. The request shall provide detailed information as to the nature of the Petition. The Public Petition may not involve a matter on a future Board agenda, and must concern a matter in which the Board can take action. Public petitions are limited to a single presenter, with a maximum time of ten minutes, unless extended by the Chair. Should the petition be granted, the item will be placed on a future agenda for a public hearing.

Anyone wishing to address the Board on general topics not on this agenda or a future agenda must register to speak prior to the Public Comment portion of the agenda being called by the Chair. Speakers will be limited to three minutes, and no additional minutes may be ceded to the speaker. At the Chair's discretion, the number of public speakers may be limited to 5 for that meeting.

Any person who decides to appeal a decision of this Board will need a record of the proceeding pertaining thereto, and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Collier County Ordinance No. 2003-53 as amended by ordinance 2004-05 and 2007-24, requires that all lobbyists shall, before engaging in any lobbying activities (including but not limited to, addressing the Board of County Commissioners), register with the Clerk to the Board at the Board Minutes and Records Department.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, the provision of certain assistance. Please contact the Collier County Facilities Management Division located at 3335 East Tamiami Trail, Suite 1, Naples, Florida, 34112-5356, (239) 252-8380; assisted listening devices for the hearing impaired are available in the Facilities Management Division.

Lunch Recess scheduled for 12:00 Noon to 1:00 P.M.

1. Invocation and Pledge of Allegiance

Invocation: Pastor Jesse Barrett - New Hope Naples ||| Pledge of Allegiance: Carroll "Spider" Trantham, (US Army, 1968-1972 Vietnam Veteran; Bronze Star, Purple Heart recipient; 101st Airborne, Member of Operation Vet Help)

1.A. Swearing-in Ceremony of District 1 Commissioner Rick LoCastro, District 3 Commissioner Burt Saunders, and District 5 Commissioner William L. McDaniel, Jr. Oath to be administered by Collier County Circuit Judge Joseph G. Foster. *(2025-33)*

2. Agenda and Minutes

Approval of today's Regular, Consent, and Summary agenda as amended (ex-parte disclosure provided by Commission members for Consent agenda.)

2.A. December 10, 2024, BCC Meeting Minutes *(2024-2378)*

2.B. Recommendation that the Board authorize the new Chair for both the Board of County Commissioners and the Community Redevelopment Agency and to execute all documents approved at both this meeting and those documents which were previously approved but are pending signature. *(2025-34)*

3. Awards and Recognitions

3.A. Employee

3.A.1. 20 Year Attendees

- **Zamira Del Toro - Engineering & Project Management**
- **Paul Ducca - Information Technology**

3.A.2. 25 Year Attendees

- **Juan Camps - Emergency Medical Services**
- **Alan Drescher - Emergency Medical Services**
- **Jennifer Guida - Museum**
- **Beth Yang - Operations & Regulatory Management**

3.A.3. 30 Year Attendees

- **Stephen Chandler - Engineering & Project Management**

3.A.4. 35 Year Attendees

3.A.5. 40 Year Attendees

- **Jeanine McPherson - Parks & Recreation**

3.B. Advisory Board Members

3.C. Retirees

3.D. Employee of the Month

4. Proclamations

4.A. Proclamation designating January 20, 2025, as a day to remember and celebrate Rev. Dr. Martin Luther King Jr.'s dream. To be accepted by Diann Keeys, Parade Chair. *(2024-2264)*

4.B. Proclamation designating January 17, 2025, as Rev. Dr. Martin Luther King Jr. Prayer Breakfast Day. To be accepted by Bishop Ric L. Neal and Wynn Watkins. *(2024-2329)*

4.C. Proclamation designating January 2025 as Human Trafficking Prevention Month in Collier County. To be accepted by Linda Oberhaus, Chief Executive Officer of The Shelter for Abused Women & Children. *(2024-2344)*

5. Presentations

6. Public Petitions

7. Public Comments

On general topics not on the current or future agenda.

8. Board of Zoning Appeals

9. Advertised Public Hearings

9.A. Recommendation to adopt an Ordinance amending the Collier County Land Development Code to establish provisions for Permanent Mobile Food Dispensing Vehicles. (First of two hearings) *(2024-1081)*

9.B. Recommendation to approve an Ordinance of The Board Of County Commissioners amending Ordinance 89-05, as amended, of the Collier County Growth Management Plan, specifically amending the Future Land Use Element and Maps to change the land use designation of the property from Urban, Mixed Use District, Urban Coastal Fringe Subdistrict to Urban Commercial District, 5396 Myrtle Lane Commercial Subdistrict to allow the development of up to 200,000 square feet of gross floor area of indoor self-storage/warehouse and up to 3,000 square feet of gross floor area of other commercial uses, and furthermore directing transmittal of the adoption amendment to The Florida Department of Commerce. The subject property is located on the southwest quadrant of Tamiami Trail East and Myrtle Lane, In Section 29,

Township 50 South, Range 26 East, Collier County, Florida, consisting of ±8.24 Acres. [GMPA - PL20230016211] (Companion to items 9C and 9D) *(2024-2246)*

9.C. This item requires that ex-parte disclosure be provided by Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve an Ordinance rezoning property from the Myrtle Woods Commercial Planned Unit Development (CPUD) and RMF-6 zoning districts to a Commercial Planned Unit Development (CPUD) zoning district for a project to be known as 5396 Myrtle Lane Commercial Planned Unit Development (CPUD), to allow development of up to 200,000 square feet of gross floor area of indoor self-storage/warehousing and up to 3,000 square feet of gross floor area of other commercial uses on property located on the southwest quadrant of Tamiami Trail East and Myrtle Lane in Section 29, Township 50 South, Range 26 East, Collier County, Florida consisting of 8.24+/- acres; (Companion to items 9A and 9D) *(2024-2256)*

9.D. This item requires that ex-parte disclosure be provided by Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve Petition VAC-PL20240005670 to disclaim, renounce and vacate the County and the public interest in the 20-foot drainage and utility easement located along the southwesterly border of Lots 24 through 28, Block "A" of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38 of the Public Records of Collier County, Florida, located in the southeasterly quadrant of U.S. 41 and Myrtle Lane, in Section 29, Township 50 South, Range 26 East, Collier County, Florida, and to accept Petitioner's grant of a 15-foot wide by 520-foot long drainage easement to replace the vacated drainage easement. (Companion to items 9A and 9C) *(2024-2281)*

9.E. Recommendation to approve an Ordinance amending the Collier County Growth Management Plan to create the Barefoot Williams Commercial Subdistrict to allow the development of 11,000 square feet of gross floor area of commercial uses, of which a car wash may be 5,000 square feet of gross floor area. The subject property is located on the south side of Tamiami Trail East (U.S. 41), approximately 350 feet east of the intersection of Tamiami Trail and Barefoot Williams Road, in Section 33, Township 50 South, Range 26 East, Collier County, Florida, consisting of ±1.92 acres. (Companion to item 9F) *(2024-2253)*

9.F. This item requires ex-parte disclosure to be provided by the Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve an Ordinance rezoning real property from an Intermediate Commercial (C-3) Zoning District to a General Commercial (C-4) Zoning District limited to 11,000 square feet of gross floor area of commercial uses, of which 5,000 square feet of gross floor area may be carwash, with conditions; providing partial repeal of Ordinance No. 00-81 and Resolution No. 12-253. The subject property is located on the south side of Tamiami Trail East, 350 feet east of the intersection of Tamiami Trail and Barefoot Williams Road, in Section 33, Township 50 South, Range 26 East, consisting of 1.92+/- acres, and by providing an effective date. (Companion to item 9E) *(2024-1989)*

10. Board of County Commissioners

10.A. Recommendation to discuss a Resolution adopted by the Board of Directors of Ave Maria Civic Association opposing certain proposed relocation options for the Naples Airport near the Ave Maria community. (William L. McDaniel, Jr.) *(2025-19)*

11. County Manager's Report

11.A. Recommendation that the Board receive an update from the Trust for Public Lands (TPL) regarding the Seminole Gulf Rail Line acquisition and direct the County Manager or their designee to 1) Provide $5,000 to TPL for preparation of a grant application for the acquisition of the Seminole Gulf Rail Line; 2) Pledge up to $899,000 toward the local match for the grant; and 3) Work with partner municipalities on a Memorandum of Agreement to formalize cooperation of the entities. (Trinity Scott, Department Head - Transportation Management Services Department) *(2025-20)*

11.B. Recommendation to accept an update on the status of Board-directed negotiations with Gargiulo Education Center, Inc., for the purchase of Collier County-owned property located at 16140 and 16144 Performance Way, no longer needed for an EMS station, including information on Gargiulo's consideration of grant funding for property acquisition costs and the construction of a child education center. (Trinity Scott, Department Head - Transportation Management Services Department) *(2024-2354)*

11.C. Recommendation to review the Board-directed comparison of various Florida jurisdictions' multifamily parking requirements against those adopted by the County, provide direction to staff regarding policy on parking deviations and administrative parking reductions for multifamily projects, and adjust the adopted parking standard through an amendment to the Land Development Code. (Michael Bosi, Division Director - Planning & Zoning) *(2024-2014)*

12. County Attorney's Report

13. Other Constitutional Officers

14. Airport Authority and/or Community Redevelopment Agency

15. Staff and Commission General Communications

15.A. Public Comments on General Topics Not on the Current or Future Agenda by Individuals Not Already Heard During Previous Public Comments in this Meeting

15.B. Staff Project Updates

15.C. Staff and Commission General Communications

- **Naples Airport Authority Request**

16. Consent Agenda

All matters listed under this item are considered to be routine and action will be taken by one motion without separate discussion of each item. If discussion is desired by a member of the Board, that item(s) will be removed from the Consent Agenda and considered separately.

16.A. Growth Management Department (Consent)

16.A.1. Recommendation to authorize the County Manager, or designee, to release the Utilities Performance Security (UPS) in the amount of $35,477.63 to the Project Engineer or Developer’s designated agent for Jasper Flats, PL20230008506. *(2024-2203)*

16.A.2. Recommendation to authorize the Clerk of Courts to release a Performance Bond in the amount of $43,680, which was posted as a guaranty for Excavation Permit Number

PL20200000344 for work associated with Watercrest at Hacienda Lakes. *(2024-2233)*

16.A.3. Recommendation to authorize the Clerk of Courts to release a Performance Bond in the amount of $5,340 which was posted as a development guarantee for an Early Work Authorization (EWA) for work associated with Venture Church, PL20240004015. *(2024-2028)*

16.A.4. Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements, and acceptance of the plat dedications for the final plat of Ave Maria Unit 9 Del Webb at Ave Maria Parcels 101, 103, 104 & 105, Application Number AR-9168 and PL20110001810, and authorize the release of the maintenance securities in the amount of $282,532.56. *(2024-2183)*

16.A.5. Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements for the final plat of Del Webb Naples Parcels 107-108, Application Number PL20160000906, and authorize the release of the maintenance security in the amount of $170,953.21. *(2024-2184)*

16.A.6. Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements for the final plat of Del Webb Naples Parcel 109, Application Number PL20180000500, and authorize the release of the maintenance security in the amount of $460,461.04. *(2024-2206)*

16.A.7. Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements and acceptance of the plat dedications for the final plat of Inland Village, Application Number PL20170003955 (FP) and Application Number PL20180002642 (SDPA), and authorize the release of the maintenance security in the amount of $14,522.75. *(2024-2200)*

16.A.8. Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements and acceptance of the plat dedications for the final plat of Isles of Collier Preserve Phase 9, Application Number PL20160001197, and authorize the release of the maintenance security in the amount of $262,678. *(2024-2187)*

16.A.9. Recommendation to approve final acceptance of the sewer utility facilities for Bonita Bay Naples Clubhouse, PL20240012690. *(2024-2243)*

16.A.10. Recommendation to approve final acceptance of the potable water and sewer utility facilities and accept the conveyance of a portion of the potable water facilities for Diamond Classic Plumbing, PL20240008815. *(2024-2245)*

16.A.11. Recommendation to approve final acceptance of the potable water and sewer utility facilities and accept the conveyance of the potable water and sewer facilities for Esplanade by the Islands - Phase 3C, PL20240006571. *(2024-2227)*

16.A.12. Recommendation to approve final acceptance and accept the conveyance of the potable water and sewer utility facilities for Seven Shores Phase 1B, 1C & 1D, PL20240001231. *(2024-2223)*

16.A.13. Recommendation to approve an Easement Use Agreement to allow a screened lanai to encroach 1.7 feet into a County Lake Maintenance, Drainage, and Access Easement located at 1249 Diamond Lake Circle. *(2024-2250)*

16.A.14. Recommendation to approve the properties on the Conservation Collier Active Acquisition List (AAL) and direct staff to pursue the projects recommended within the A-Category, funded by the Conservation Collier Land Acquisition Fund (1061). *(2024-2242)*

16.A.15. Recommendation to approve an Agreement for Sale and Purchase under the Conservation Collier Land Acquisition Program with Cypress Cove Landkeepers Inc., f/k/a Cypress Cove Conservancy, Inc., for a 10.00-acre parcel at a cost of $648,900, for a total cost not to exceed $653,570 inclusive of closing costs. *(2024-2255)*

16.A.16. Recommendation to approve an Agreement for Sale and Purchase under the Conservation Collier Land Acquisition Program with 1) Erik C. Fernandez & Terratrust LLC ("Fernandez") for a 1.59-acre parcel at a cost of $44,520; 2) JOL Property Ventures LLC for a 1.14-acre parcel at a cost of $36,480; and 3) Abel Martinez Chavez for a 1.14-acre parcel at a cost of $36,480, for a total cost not to exceed $122,210 inclusive of closing costs. *(2024-1931)*

16.A.17. Recommendation to approve a Resolution and an after-the-fact right-of-way permit authorizing the temporary closing of a portion of City Gate Blvd North and determining that the closure is necessary for the Magic of Lights event from November 22, 2024 – January 4, 2025, in affiliation with Sports Facilities and the Paradise Coast Sports Complex, to fulfill the Collier County's right-of-way permit application requirement for road closures. *(2025-5)*

16.B. Transportation Management Department (Consent)

16.B.1. Recommendation to approve and authorize the removal of uncollectible accounts receivable in the amount of $435.00 from the financial records of the CATT Transit Enhancement Fund (4030) and Transportation Disadvantaged Fund (4033) in accordance with Resolution 2006-252 and authorize the Chair to execute the attached Resolution. *(2024-2016)*

16.B.2. Recommendation to approve an Agreement for the purchase of right of way (Parcel 1368FEE) required for the Vanderbilt Beach Road Ext – Phase 2 Project (Project No. 60249). Estimated Fiscal Impact: $54,300. *(2024-2051)*

16.B.3. Recommendation to approve and authorize the Chairman to sign a Landscape Maintenance Agreement with Gulfshore Playhouse, Inc., for landscape, irrigation, and brick pavement improvements within Goodlette-Frank Road, a public right-of-way. *(2024-2154)*

16.B.4. Recommendation that the Board approve and authorize the Chairman to sign a Landscape Maintenance Agreement ("Agreement") with Valewood Maintenance Association, Inc., for landscape, irrigation, and brick pavement improvements within Valewood Drive, a public right-of-way. *(2024-2375)*

16.B.5. Recommendation to adopt a Resolution and approve a Lease Agreement with State Representative Yvette Benarroch for use of County-owned office space. *(2024-2247)*

16.B.6. Recommendation to adopt a Resolution that aligns with the Board's approval of the Collier County Standard Form Long-Term Lease (Not for Profit) with Warriors Homes of Collier, Inc., for the use of two County-owned homes at 1973 and 2015 Bay Street,

ensuring rent is set at $1,000 per home, consistent with the agreement with Warriors and as was orally presented in Agenda Item 11B on November 12, 2024. *(2024-2186)*

16.B.7. Recommendation to approve Change Order No. 2 under Agreement No. 23-8099 to add sixty (60) additional days for the Veterans Memorial Blvd. Phase 1 – Noise Barrier Wall Project. (Project No. 60198) *(2024-2207)*

16.B.8. Recommendation to approve and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) reimbursing the County up to $893,000 for the purchase and configuration of an Adaptive Traffic Control System (ATCS) to be installed at thirteen (13) intersections on Golden Gate Parkway, Santa Barbara Blvd., and Radio Road, execute a Resolution memorializing the Board's action, and authorize the necessary Budget Amendment FPN 446342-1-98-01. (Project 33934, Fund 1841) *(2024-2271)*

16.B.9. Recommendation to approve and authorize the Chairman to sign a Supplemental Agreement to the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) to increase the grant award from $2,100,000 to $2,220,000 for road widening and paved shoulder construction on Corkscrew Rd between the Collier County curve and Lee County curve, to adopt the accompanying Resolution formally approving and authorizing the chairman to execute same, and to authorize the necessary Budget Amendments, FPN 446323-2-58-01. (Project 60233, Fund 1841) *(2024-2258)*

16.B.10. Recommendation to approve Change Order No. 3, adding a total of sixty-seven (67) days, correcting an error on Change Order No. 2 adjusting the contract amount to $22,886,658.04 under Agreement No. 20-7811 with Quality Enterprises USA, Inc., for the "Design-Build of the Immokalee Area Improvements – Tiger Grant" project, and authorizing the Chairman to sign the attached Change Order. (Project No. 33563) *(2024-2328)*

16.C. Public Utilities Department (Consent)

16.C.1. Recommendation to award Invitation to Bid No. 23-8095R, "Maintenance and Repair of Balers, Compactors & Roll-off Equipment," to ABG Fabrication, LLC, and authorize the Chairman to sign the attached Agreement. *(2024-2046)*

16.C.2. Recommendation that the Board of County Commissioners, as ex-officio the Governing Board of the Collier County Water-Sewer District (CCWSD), award Request for Professional Services No. 24-8211 for "Design Services for South County Water Reclamation Facility Electrical Service #1 Upgrades" to Johnson Engineering, LLC, in the amount of $501,897, and authorize the Chairman to sign the attached Agreement. (Project 70288) *(2024-2174)*

16.C.3. Recommendation that the Board of County Commissioners, as ex-officio the Governing Board of the Collier County Water-Sewer District (CCWSD), ratify administratively approved Change Order No. 2 and Change Order No. 3, providing for a time extension and use of the Owner's Allowance under Agreement No. 22-7992R, with Haskins Inc., for the Palm River Areas 1 and 2 Public Utilities Renewal project, and authorize its Chairman to sign the attached Change Orders. (Project No. 70257) *(2024-2177)*

16.C.4. Recommendation that the Board of County Commissioners, as ex-officio the Governing

Board of the Collier County Water-Sewer District (CCWSD) award Invitation for Qualifications ("IFQ") No. 22-8056, "High/Medium Voltage Electrical Services" to MP Predictive Technologies Inc., Electrical Engineering Enterprises Inc., Simmonds Electrical of Naples, Inc., and authorize the Chairman to sign the attached agreements. *(2024-1867)*

16.D. Public Services Department (Consent)

16.D.1. Recommendation to authorize the Chairman to sign a Memorandum of Agreement between the Florida Division of Emergency Management and Collier County to accept the transfer of a Tiger Dam flood barrier system. *(2024-2041)*

16.D.2. Recommendation to approve a Memorandum of Understanding (MOU) between Collier County and the Florida Division of Emergency Management to install a low-power gap radar station for local real-time weather data. *(2024-2042)*

16.D.3. Recommendation to approve and authorize the Chairman to sign the First Amendment to the subrecipient agreement between Collier County and Collier County Community Redevelopment Agency (Immokalee) to amend Community Development Block Grant Agreement #CD24-02 to allow for Phase I activities. *(2024-2178)*

16.D.4. Recommendation to approve and authorize a Budget Amendment to recognize carry-forward interest earned, in the amount of $1,057.09, for September 2024 on advanced library funding received from the Florida Department of State to support library services for the use of Collier County residents. (Public Service Match Fund 1840). *(2024-2248)*

16.D.5. Recommendation to adopt a Resolution authorizing approval of a substantial amendment to Collier County's U.S. Department of Housing and Urban Development (HUD) Annual Action Plan for Program Year 2023-2024 and Program Year 2024-2025, to reallocate $1,000,000 from Program Year 2023 CDBG to Program Year 2024 CDBG activity to provide assistance to individual and families through counseling and housing services impacted by recent hurricanes, and authorize submission of the substantial amendment to HUD. *(2024-2279)*

16.D.6. Recommendation to approve and authorize the Chairman to sign a Landlord Payment Agreement between Collier County and Sangaredi LLC., allowing the Community and Human Services Division (CHS) to administer the Rapid Re-Housing and Homelessness Prevention Program through the Emergency Solutions and Rapid Unsheltered Survivor Housing (RUSH) Grant Programs. *(2024-2286)*

16.D.7. Recommendation to approve an after-the-fact Third Amendment to the FY24 Older Americans Act Title III agreement # OAA 203.24.03 between the Area Agency on Aging of Southwest Florida, Inc., and Collier County in the amount of ($5,000.00) bringing the total award to $3,004,265.41. (Human Services Grant Fund 1837) *(2024-2366)*

16.D.8. Recommendation to approve and authorize the Chairman to sign two State Housing Initiative Partnership Agreement Amendments between Collier County and (a) Habitat for Humanity Amendment #2 to increase the per unit amount and (b) Collier County Housing Authority Amendment #1 to clarify language and resolve a scrivener error. (SHIP Grant Fund 1053) *(2024-2291)*

16.D.9. Recommendation to approve and authorize the Chairman to sign thirty (30) mortgage

satisfactions for the State Housing Initiatives Partnership loan program in the amount of $145,000.00. (SHIP Grant Fund 1053) *(2024-2280)*

16.D.10. Recommendation to approve and authorize the Chairman to sign thirty (30) mortgage satisfactions for the State Housing Initiatives Partnership loan program in the amount of $220,479.10 and to authorize the associated budget amendment to appropriate repayment amount totaling $3,000.00. (SHIP Grant Fund 1053) *(2024-2318)*

16.D.11. Recommendation to approve and authorize the Chairman to sign (43) Releases of Lien in the amount of $565,449.14 for properties that have remained affordable for the required 15-year period set forth in the State Housing Initiatives Partnership (SHIP) Impact Fee Program deferral agreements. *(2024-2288)*

16.D.12. Recommendation to approve and authorize the Chairman to sign (39) Releases of Lien in the amount of $512,849.22 for properties that have remained affordable for the required 15-year period set forth in the State Housing Initiatives Partnership (SHIP) Impact Fee Program deferral agreements. *(2024-2290)*

16.E. Corporate Business Operations (Consent)

16.E.1. Recommendation to approve and authorize the Chairman to sign an Assumption Agreement assigning all rights, duties, benefits, and obligations to Bowman Gulf Coast LLC d/b/a Robau, a Bowman Company, concerning Agreement #18-7432-CE, "Professional Services Library Civil Engineering Category". *(2024-2358)*

16.F. County Manager Operations (Consent)

16.F.1. Recommendation to ratify and authorize payments related to work performed by subcontractor Cladding Systems, Inc., that occurred prior to the issuance of Payment and Performance bond being in place between Cladding Systems, Inc., and O-A-K/Florida, Inc., d/b/a Owen-Ames-Kimball Company, for the Main Campus Upgrades under Agreement No. 21-7883-ST. (Fund (3018), Project 50214) *(2024-2179)*

16.F.2. Recommendation to approve an Interlocal Agreement between the Board of County Commissioners and North Collier Fire Control and Rescue District for the use of Mobility VPNs. *(2024-1282)*

16.F.3. Recommendation to award Construction Invitation to Bid ("ITB") No. 24-8278, "Hurricane Ian Repairs – Clam Pass Parking Lot Wall," to Capital Contractors, LLC., in the amount of $129,750, approve an owner's allowance of $5,200 for potential unforeseen conditions, and authorize the Chairman to sign the attached Agreement. *(2024-2261)*

16.F.4. Recommendation to award Invitation to Bid ("ITB") No. 24-8284, "Caxambas Hurricane Ian Permanent Fuel Tank Installation" to Don Wood Inc., in the amount of $667,164.00, approve an Owners Allowance of $123,504.00 for potential unforeseen conditions, and authorize the Chairman to sign the attached Agreement (Project No. 50280). *(2024-2262)*

16.F.5. Recommendation to adopt a Resolution approving amendments (appropriating grants, donations, contributions, or insurance proceeds) to the Fiscal Year 2024-25 Adopted Budget. (The Budget Amendments in the attached Resolution have been reviewed and

approved by the Board of County Commissioners via separate Executive Summaries.) *(2024-2347)*

16.F.6. Recommendation to authorize expenditures for the sole source purchase of Prolake/Keeton aerators and related materials from Keeton Industries, Inc., through a waiver from the competitive process in the amount of $250,000 per fiscal year from Keeton Industries, Inc., through Fiscal Year 2029. *(2024-2352)*

16.G. Airport Authority (Consent)

16.G.1. Recommendation to ratify administratively approved Change Order No. 1, adding 8 days to the contract time and to use $9,582.30 from the owner's allowance for Work Directive #1 under Agreement No. 23-8120 (Purchase Order 4500229417) with DEC Contracting Group, Inc., for the "Bulk Aircraft Hangar at Marco Island Executive Airport," and authorize the Chairman to sign the attached Change Order. (Project No. 33822) *(2024-1653)*

16.H. Board of County Commissioners (Consent)

16.I. Miscellaneous Correspondence (Consent)

16.I.1. January 14, 2024, Miscellaneous Correspondence *(2024-2367)*

16.J. Other Constitutional Officers (Consent)

16.J.1. To record in the minutes of the Board of County Commissioners, the check number (or other payment method), amount, payee, and purpose for which the referenced disbursements in the amount of $26,886,642.17 were drawn for the periods between November 28, 2024, and December 11, 2024, pursuant to Florida Statute 136.06. *(2024-2259)*

16.J.2. Request that the Board approve and determine valid public purpose for invoices payable and purchasing card transactions as of December 18, 2024 *(2024-2260)*

16.J.3. To record in the minutes of the Board of County Commissioners, the check number (or other payment method), amount, payee, and purpose for which the referenced disbursements in the amount of $101,216,963.78 were drawn for the periods between December 12, 2024, and January 1, 2025, pursuant to Florida Statute 136.06. *(2024-1320)*

16.J.4. Request that the Board approve and determine valid public purpose for invoices payable and purchasing card transactions as of January 8, 2025. *(2024-1321)*

16.J.5. Recommend that the Board of County Commissioners provide approval to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments, and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds. *(2024-2265)*

16.J.6. Recommendation to authorize the execution of a Budget Amendment for $100,000 under Fund 1071 (Law Enforcement Trust) for additional training expenses. *(2024-2275)*

16.J.7. Recommendation to authorize the execution of a Budget Amendment to realign current funding within Collier County Capital Project Fund (3001) in the amount of $635,000 to allow for the reimbursement of funding to the Collier County Sheriff's Office for the upgrade and expansion of the telephone system for law enforcement (Project No. 50322) in year one of the project to accommodate the timing of building preparations required for the project. *(2025-17)*

16.K. County Attorney (Consent)

16.K.1. Recommendation to appoint Kevin Johnson to the Contractors Licensing Board. *(2024-2355)*

16.K.2. Recommendation to reappoint Larry Holloway to the Ochopee Fire District Advisory Committee. *(2024-2356)*

16.K.3. Recommendation to appoint three members to the Black Affairs Advisory Board. *(2024-2357)*

16.L. Community Redevelopment Agency (Consent)

17. Summary Agenda

This section is for advertised public hearings and must meet the following criteria: 1) A recommendation for approval from staff; 2) Unanimous recommendation for approval by the Collier County Planning Commission or other authorizing agencies of all members present and voting; 3) No written or oral objections to the item received by staff, the Collier County Planning Commission, other authorizing agencies or the Board, prior to the commencement of the BCC meeting on which the items are scheduled to be heard; and 4) No individuals are registered to speak in opposition to the item. For those items which are quasi-judicial in nature, all participants must be sworn in.

17.A. This item requires ex parte disclosure to be provided by the Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve a Resolution designating Metro South as a Mixed-Use Project (MUP) in the Gateway Triangle Zoning Overlay District, Commercial Mixed-Use Sub-District (GTZO-MXD), comprising 0.64± acres pursuant to Land Development Code Sec. 2.03.07.N.4; providing for designation as "MUP," and approving up to a maximum of 8 residential dwelling units, including 7 bonus density units as determined through the SDP process and 3,860 square feet of permitted commercial uses, with one deviation; and providing for conceptual site plan approval, for parcels located south of Tamiami Trail East, approximately 295 feet east of Bayshore Drive. *(2024-1990)*

17.B. This item requires that Commission members provide ex-parte disclosure. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve Petition VAC-PL20240002006, to conditionally disclaim, renounce, and vacate a portion of the Trail Boulevard, depicted as an 80-foot right of way adjacent to Lots 25 through 30, Block A, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, located approximately 200 feet north of Pine Ridge Road (C.R. 896), abutting the east side of Tamiami Trail North (U.S. 41), located in Section 10, Township 49 South, Range 25 East, Collier County, Florida. *(2024-2276)*

17.C. Recommendation to adopt a Resolution approving amendments (appropriating carry forward, transfers, and supplemental revenue) to the Fiscal Year 2024-25 Adopted Budget. (The Budget

Amendments in the attached Resolution have been reviewed and approved by the Board of County Commissioners via separate Executive Summaries.) *(2024-2348)*

17.D. *** This item has been continued to the January 28, 2025 BCC Meeting. *** Recommendation to repeal and replace Procurement Ordinance No. 2013-69, as amended, with the attached updated Procurement Ordinance. *(2025-38)*

18. Adjourn

Inquiries concerning changes to the Board's Agenda should be made to the County Manager's Office at 252-8383.

TRANSCRIPT OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS

Naples, Florida December 10, 2024

LET IT BE REMEMBERED that the Board of County Commissioners, in and for the County of Collier, and also acting as the Board of Zoning Appeals and as the governing board(s) of such special districts as have been created according to law and having conducted business herein, met on this date at 9:00 a.m., in REGULAR SESSION in Building "F" of the Government Complex, East Naples, Florida, with the following Board members present:

Chairman: Chris Hall
Rick LoCastro
Dan Kowal
William L. McDaniel, Jr.
Burt L. Saunders

ALSO PRESENT:

Amy Patterson, County Manager
Trinity Scott, Transportation Management Services
Jeffrey A. Klatzkow, County Attorney
Crystal K. Kinzel, Clerk of the Circuit Court
Troy Miller, Communications & Customer Relations

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MS. PATTERSON: Chair, you have a live mic.

CHAIRMAN HALL: Good morning, everyone. Welcome to the commissioner meeting.

I want to let everybody know that we have a full day today, very full day. And if you haven't silenced your cell phone, please do so at the moment.

And we're going to have some procedural changes today a little bit. We'll explain those later.

I want to remind every speaker that speaks on any subject that you have three minutes, not three minutes and a second. We've got a lot of people to move through the chute this morning. And we want to hear what you have to say, but we don't want to hear more than you have to say.

So with that, let's get started. Let's get the Lord in on this deal.

Item #1A

INVOCATION BY PASTOR JOHN HUFFMAN – HARVEST RECOVERY MINISTRIES – PLEDGE OF ALLEGIANCE BY ARMY VETERAN JR RESTREPO – INVOCATION AND PLEDGE OF ALLEGIANCE GIVEN

MS. PATTERSON: Very good. Today we have our invocation by Pastor John Huffman, Harvest Recovery Ministries, and our Pledge of Allegiance will be led by JR Restrepo, Army veteran, Desert Storm, five years, and VFW 7721.

PASTOR HUFFMAN: Father, I just thank you, Lord. I thank you for this county, Lord. I thank you for the leaders that are leading this county, Lord. I just pray that you give them a supernatural wisdom, Father. Lord, that you just give them the ability to articulate their hearts, Father, for this county. Lord, I pray that you protect

them and their families.

Lord, I pray for those that are going to come up here with their petitions today, Lord, that you allow them to articulate properly so that we can understand them, Lord, and this county can continue to grow with your grace.

Lord, be involved in this meeting, Lord. As the commissioners said today, Lord, there's not a lot of time. So we just pray that everybody here is heard, they feel heard, Lord, and that the County Commissioners that you blessed to serve over us, Lord, hear them loud and clear and implement properly.

So we thank you for that wisdom. We love you for this wisdom, and we ask all this in Jesus' name, amen.

MR. RESTREPO: Ladies and gentlemen, please join me in the Pledge of Allegiance.

(The Pledge of Allegiance was recited in unison.)

Item #2A

APPROVAL OF TODAY'S REGULAR, CONSENT AND SUMMARY AGENDA AS AMENDED (EX PARTE DISCLOSURE PROVIDED BY COMMISSION MEMBERS FOR CONSENT AGENDA.) - MOTION TO APPROVE BY COMMISSIONER MCDANIEL; SECONDED BY COMMISSIONER LOCASTRO - APPROVED AND/OR ADOPTED W/CHANGES

CHAIRMAN HALL: Good job.

MS. PATTERSON: Commissioners, agenda changes for December 10th, 2024.

First is to move Item 16K12 to 12B. This is a recommendation to approve and authorize the Chairman to execute a settlement agreement which will dismiss all prejudice -- all claims brought by

DRAFT

Naples Golf Development, LLC, against Collier County and Commissioner McDaniel related to a Bert Harris claim filed pursuant to Florida Statutes 70.001 regarding application of the county's golf course conversion ordinance on the Links of Naples Golf Course and approve all necessary budget amendments. This is being moved at the County Manager's request.

Second is to move Item 16K8 to 12C. This is a recommendation to appoint four members to the Library Advisory Board. This is being moved at Commissioner Hall's request.

We have an agenda note for 16B12. It should include the following additional text to the recommendation: "And authorize staff to enter into a work order for Task D for permitting, bidding, and post-design services for the Wiggins Pass maintenance dredge." This add is at staff's request.

We do have a couple of time-certain items. First, we have Companion Items 9A, 9B, and 9C are to be heard no sooner than 10 a.m. This is related to the Fiddler's Creek Section 29 development area, Marco Shores Fiddler's Creek Planned Unit Development, and Marco Shores Fiddler's Creek Development Order Amendment.

Second, Companion Items 11A and 11B to be heard no sooner than 1 p.m., which is the Collier County Behavioral Health Center updates and the related naming rights agreement with the David Lawrence Mental Health Center, Inc.

We do have court reporter breaks scheduled for 10:30 and 2:50.

With that, County Attorney.

MR. KLATZKOW: Nothing. Thank you.

MS. PATTERSON: Commissioners, ex parte on the consent and summary and any changes.

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: I have no changes on the summary. 17B, I do have meetings.

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CHAIRMAN HALL: Commissioner Saunders.

COMMISSIONER SAUNDERS: Thank you, Mr. Chairman.

I have no changes to the agenda and no ex parte on the agenda.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Good morning, sir.

I have no changes either, and I do have meetings on 17B and meetings and calls on 17D on the summary.

CHAIRMAN HALL: All right. Thank you.

Commissioner LoCastro.

COMMISSIONER LoCASTRO: No changes, and I had meetings on 17B.

CHAIRMAN HALL: I have no changes, and I do have meetings and e-mails on 17B and meetings on 17D as well.

Troy, do we have any speakers regarding one of the summary items?

MR. MILLER: I have no one listed for consent or summary at this time, sir.

CHAIRMAN HALL: Okay. With that, can I get a motion to approve the consent and summary.

COMMISSIONER McDANIEL: So moved.

COMMISSIONER LoCASTRO: Second.

CHAIRMAN HALL: All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Opposed?

(No response.)

CHAIRMAN HALL: Done.

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Item #2B

OCTOBER 22, 2024, BCC MINUTES - MOTION TO APPROVE AS PRESENTED BY COMMISSIONER MCDANIEL; SECONDED BY COMMISSIONER LOCASTRO - APPROVED

Item #2C

NOVEMBER 12, 2024, BCC MINUTES - MOTION TO APPROVE AS PRESENTED BY COMMISSIONER MCDANIEL; SECONDED BY COMMISSIONER LOCASTRO - APPROVED

MS. PATTERSON: Commissioners, Item 2, agenda, and minutes. We have Item 2A and 2B if you'd like to take them together. Those are the meeting minutes for October 22nd, 2024, and November 12th, 2024.

COMMISSIONER McDANIEL: Move for approval.

COMMISSIONER LoCASTRO: Second.

CHAIRMAN HALL: Moved and seconded. All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

MS. PATTERSON: Very good. Before we move past our awards and recognitions, I did just want to thank the staff. We had several staff members scheduled to get awards today, and they graciously agreed to be moved to January so that we could make way on this agenda for some of the more lengthy items, so we'll be seeing all of those folks in January. And thank you again to those of you

that agreed to be moved.

Item #5

ARTIST OF THE MONTH – EMILIO TODRIGUEZ AND JOHN MELLEKY, COLLIER COUNTY EMPLOYEES

That brings us to Item 5. Before we start the presentation for 5A, I just want to direct your attention to the back of the room for the Artist of the Month. We have two Collier County employees as the December Artists of the Month.

Along the back wall are two original paintings by Emilio Rodriguez, tangible personal property appraiser, who has worked in the Property Appraiser's Office for seven years. Emilio grew up in New York City as a young aspiring artist. He marveled at the explosive high-energy colors and diverse themes depicted in the New York City subway system. Since moving to Florida in 2011, he has carried forward those themes in his artistic work as seen in his paintings here.

On the side wall are two digital prints created by John Melleky, arts and culture manager, Naples, Marco Island, and Everglades CVB. John likes to travel and photograph the places he visits. Since the -- since the Employee Art Exhibition, he is now working on developing his digital editing skills and taking more photos on his journeys.

Both Emilio and John participated in the Creative Collier Employee Art Exhibition held earlier this year at the Collier County Government Center Museum. Additional artists from this exhibition will be displayed throughout the year in the Board chambers.

Item #5a

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PRESENTATION OF THE COLLIER COUNTY BUSINESS OF THE QUARTER FOR DECEMBER 2024 TO SPHERION STAFFING & RECRUITING, ACCEPTED BY REPRESENTATIVES OF THE BUSINESS. ALSO ATTENDING IS BETHANY SAWYER, GREATER NAPLES CHAMBER OF COMMERCE - PRESENTED

With that, that brings us to Item 5A. This is a presentation of the Collier County Business of the Quarter for December 2024 to Spherion Staffing and Recruiting. The award will be accepted by representatives of the business. Also attending is Bethany Sawyer, Greater Naples Chamber of Commerce. Congratulations.

MR. DAVID MILLER: Hi. My name's David Miller. I'm the owner of Spherion Staffing and Recruiting.

We want to thank Collier County for this recognition. We've been in Collier County/Naples since 2011. We really enjoy the pro-business climate you guys have provided for us, which was a great recognition for our company.

We basically help people find employment, and we help companies find people. So if you're looking for a job or you know somebody who needs a job, we're your people, Spherion Staffing.

And just on another note, our branch here in Naples, they have won the Branch of the Year four times. So congratulations to Denise Serdahl and her team. Thank you very much.

(Applause.)

CHAIRMAN HALL: All right. County Manager, what can we knock out before 10?

Item #7

DRAFT

PUBLIC COMMENTS ON GENERAL TOPICS NOT ON THE CURRENT OR FUTURE AGENDA

MS. PATTERSON: Troy, do we have any public comments?

MR. MILLER: Yes, ma'am. We have two for public comment. Your first speaker is Patrick Wack, and he'll be followed by Sue Black.

MR. WACK: Wack and Black.

Hi. Thanks for your time. I'm Patrick Wack, president of the Seagate Property Owners Association in Naples, joined by Joanne Jaddy (phonetic), who's representing Naples Cay and many of our neighbors.

We're here to speak to you about two issues with regard to Clam Bay. The first is the declining water quality and ecological health. The second is our community's lack of representation in matters critical to the bay.

As a bit of background, the waters of Clam Bay about our communities. The waters have been impaired for many years and were recently added to FDEP's list of impaired waters. Now, we care about the bay for two reasons. One, it's our back yard, it's integral to our quality of life and property values. Also, it's a jewel of Collier County enjoyed by residents and tourists alike.

We're concerned that the continued decline could result in a situation like the late 1990s where the system collapsed, and remediation costs millions in today's dollars.

Clam Bay's water quality and ecological issues are well documented in the county's Pelican Bay Services Division report. I can provide copies of the relevant data. These issues are primarily a function of nutrients entering the system, which has a lot to do with reclaimed irrigation water and also inadequate flushing, which is partially related to dredging effectiveness. The bay is small and

shallow and particularly sensitive to how water flows and restrictions.

The second issue is our community's lack of representation, both of our communities. In 2016, in a contentious 3-2 vote, the BCC gave oversight of both the dredging and the water quality to the Pelican Bay taxing unit. This was largely done as a result of a conflict between Coastal Zone Management and Pelican Bay over dredging for navigation.

At the time a dissenting commissioner said, I feel the County Commissioners are really abdicating their role for the rest of the county by approving this for one community. Essentially, a private entity was given control of a public asset.

I will also add that Pelican Bay has historically been reimbursed with TDC funds for the dredging and related costs. One real-world implication of this structure occurred in 2022 when, during a dredging operation, PBSD's contractor built an unauthorized land bridge. For at least six weeks, this shut off the water flow. And if your toilet doesn't flush for six weeks, it stinks. This was -- there was never a heads-up, never an apology.

Now, we've met extensively with Pelican Bay representatives over the last year. Unfortunately, I think the response is best summed up at a recent PBSD board meeting where our request for an action plan was met with no discussion and an eye roll by one member.

To address these issues, we suggest three things: One, the formation of a Clam Bay advisory committee to advise the county on issues related to the health of the bay; water-quality flushing/dredging. This should represent all stakeholders. Second, consider our request for $75,000 to fund an alternative engineering and biological analysis of the bay. Third, there should be greater oversight by other entities within the county, whether the County Manager or otherwise.

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Thank you.

MR. MILLER: Your next speaker is Sue Black.

Now might be a good time to remind all of our speakers, there is a timer with lights at each podium. When the light goes yellow, you'll have 30 seconds. You'll hear a single beep. When the light goes red, you will hear beeps. Your time is up.

Sue.

MS. BLACK: Good morning, Commissioners. My name is Sue Black. I'm a resident of Seagate for the past 22 --

CHAIRMAN HALL: Excuse me, ma'am. Excuse me. Before you get started, we'll reset your clock.

COMMISSIONER McDANIEL: Don't be sorry. He was sleeping at the switch.

There's a fellow in the room that knows more about Clam Bay and everything that transpires that's in the far back corner there. I think maybe at some particular point in time -- Tim Hall. And I think at some particular point in time, we ought to -- we ought to bring this up as a hearing and have the public discussion with regard to it. I think --

CHAIRMAN HALL: Yeah, I agree about several --

COMMISSIONER McDANIEL: I would like -- I would like to do that.

COMMISSIONER KOWAL: Can I just make a comment on the subject?

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: Myself and Trinity attended a meeting last week with the individuals at Pelican Bay, the organization there with Chad and the other individuals. We had another gentleman from the county. These fine folks came to see me at the beginning of last week and brought this to my attention.

So we are in the infinite stages of moving this in a direction

hopefully everybody can be satisfied with. I know I didn't have an opportunity -- I think I e-mailed Mr. Wack back the other day. I think the meeting went pretty well to a point, and I believe they had a meeting right before my meeting, and it seemed to be more positive than a typical meeting they've had in the past. So we are -- it's -- we are -- the problem is it's jurisdictional. These individuals live in the City of Naples.

COMMISSIONER McDANIEL: Right.

COMMISSIONER KOWAL: They're right on the line.

COMMISSIONER McDANIEL: Yeah.

COMMISSIONER KOWAL: And they are closer to the bay than most of the people in Pelican Bay, and they feel the effects anybody else, but they don't have any voice in that. So I think that's something we need to just start moving forward.

COMMISSIONER McDANIEL: I remember when I first got elected, I went and sat with Tim and learned everything there was to know about upper, lower Clam Bay and everything that goes on with the ultimate flushing and the loss of the mangroves that we have up there and so on and so forth. So I think bringing it forward and having a public discussion about it is a really good idea.

COMMISSIONER SAUNDERS: And, Mr. Chairman, none of us were on the Board at the time that decision was made.

COMMISSIONER McDANIEL: Right.

COMMISSIONER SAUNDERS: And it does seem a little odd that we don't have authority over the environmental impacts of dredging on a body of water that is within our jurisdiction. So I agree. And I think sooner is better than later.

COMMISSIONER McDANIEL: Agreed.

COMMISSIONER SAUNDERS: So thank you, Mr. Chairman.

CHAIRMAN HALL: No, I think it warrants a great discussion. So thank you. All right.

Sorry about that.

MS. BLACK: No worries. As I said, I'm Sue Black. I've lived in Seagate for 20-plus years. I just want to reiterate and thank you gentlemen for your comments and feedback of getting support for our cause.

Hurricanes are not going to stop. We're always going to have the sand shifting and the shoals being created. As Patrick said, this is about 50 feet from our backyard. We don't have a view of it; we live it. So we really need to look at the health of the water.

There's got to be an amicable solution for the cleansing and the dredging of the water. Do the right things, and the right things will happen.

So thank you very much for your time.

MR. MILLER: That is all of our speakers on Item 7.

MS. PATTERSON: Commissioners, we're going to try to jump around the agenda a little bit here and take some of the items that we can address prior to our 10 o'clock time-certain.

Item #11C

AWARD CONSTRUCTION INVITATION TO BID (“ITB”) NO. 24-8222, “MEDICAL EXAMINER OFFICE EXPANSION,” TO RYCON CONSTRUCTION, INC., IN THE AMOUNT OF $4,584,760 AND AN OWNER’S ALLOWANCE OF $250,000.00 FOR POTENTIAL UNFORESEEN CONDITIONS, AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED AGREEMENT, AND APPROVE THE NECESSARY BUDGET AMENDMENTS. (BRIAN DELONY, SUPERVISOR - PROJECT MANAGEMENT (LICENSED) - MOTION TO APPROVE BY COMMISSIONER MCDANIEL; SECONDED BY COMMISSIONER LOCASTRO – APPROVE

DRAFT

So let's start with Item 11C. This is a recommendation to award construction Invitation to Bid No. 24-8222, Medical Examiner Office expansion, to Rycon Construction, Inc., in the amount of $4,584,760, and an owner's allowance of $250,000 for potential unforeseen conditions, authorize the Chairman to sign the attached agreement, and approve the necessary budget amendments.

Mr. Brian DeLony, your Director of Facilities Management, is here to present.

MR. DeLONY: Good morning, Commissioners. Brian DeLony, Director of Facilities Management.

Today I'm here to present on the construction contract 24-8422 for the Medical Examiner expansion project.

COMMISSIONER McDANIEL: Do you want a quick motion for approval?

MR. DeLONY: That would be good.

COMMISSIONER McDANIEL: I'll move that.

COMMISSIONER LoCASTRO: Do you have anything in your presentation that you want to get on the record that maybe -- you know, for the public or anything that, you know --

MR. DeLONY: I mean, the biggest part of the project is -- this construction project is the Medical Examiner has to stay in operation. So this will be a phased project for an expansion, but it's a little -- been a little bit of difficulty there associated with it. But other than that --

COMMISSIONER LoCASTRO: It's a planned expansion. I didn't want anybody that never heard of it to think that all of a sudden you're squeezing something in.

MR. DeLONY: It is a planned expansion, yes, sir.

COMMISSIONER LoCASTRO: Yeah, okay.

COMMISSIONER McDANIEL: So moved.

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COMMISSIONER LoCASTRO: Second.

CHAIRMAN HALL: All right. Moved and seconded. All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Opposed?

(No response.)

CHAIRMAN HALL: Good job, Brian.

MR. DeLONY: Thank you.

COMMISSIONER McDANIEL: Nice presentation.

Item #12A

BOARD OF COUNTY COMMISSIONERS APPOINTING ITS MEMBERS TO THE COMMUNITY REDEVELOPMENT AGENCY, THE TOURIST DEVELOPMENT COUNCIL, THE COMMUNITY AND ECONOMIC DEVELOPMENT BOARD, THE AFFORDABLE HOUSING ADVISORY COMMITTEE, THE PUBLIC SAFETY COORDINATING COUNCIL, AND THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

- COMMISSIONER KOWAL AND COMMISSIONER MCDANIEL -COMMUNITY REDEVELOPMENT AGENCY
- COMMISSIONER HALL - TOURIST DEVELOPMENT COUNCIL
- COMMISSIONER LOCASTRO - COMMUNITY AND ECONOMIC DEVELOPMENT BOARD

- COMMISSIONER KOWAL - AFFORDABLE HOUSING COMMITTEE
- COMMISSIONER KOWAL - PUBLIC SAFETY COORDINATING COUNCIL
- COMMISSIONER MCDANIEL AND COMMISSIONER LOCASTRO - SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL - MOTION TO APPROVE WITH CHANGES BY COMMISSIONER MCDANIEL; SECONDED BY COMMISSIONER HALL – APPROVED

MS. PATTERSON: Commissioners let's go ahead and go to Item 12A. This is a recommendation that the Board of County Commissioners appoint its members to the Community Redevelopment Agency, the Tourist Development Council, the Community and Economic Development Board, the Affordable Housing Advisory Committee, the Public Safety Coordinating Council, and the Southwest Florida Regional Planning Council.

This item is brought onto the agenda under the County Attorney's Office's section, but these are your annual appointments to the advisory boards.

CHAIRMAN HALL: So basically -- I have to move to the Tourist Development --

MS. PATTERSON: Yes, sir.

CHAIRMAN HALL: -- so that's going to put a hole in the Affordable Housing Advisory Committee.

And, Commissioner Kowal, are you satisfied where you're at, or do you want to move?

COMMISSIONER KOWAL: You know, I could take on a little extra responsibility. With the public safety board, it's -- I mean, I have -- it's pretty scheduled out, and, you know, it's not like we get a lot of extra meetings or extra stuff that comes up. So I could -- I

could help out with the Affordable Housing Committee.

CHAIRMAN HALL: I would like that. I mean, we've talked about that. We've talked about you behind your back.

COMMISSIONER KOWAL: Oh, okay. I didn't know that. I guess I have that sixth sense.

CHAIRMAN HALL: No. With your real estate background, I think you would be a good fit to fill those shoes.

COMMISSIONER KOWAL: All right. Well, I'll be more than happy to accept that.

COMMISSIONER LoCASTRO: Ha.

CHAIRMAN HALL: What about you, Commissioner LoCastro, you got any desires where you'd like to go?

COMMISSIONER LoCASTRO: You know, one of the things that we've said at previous meetings is that we want to spread the wealth so we all get a chance to have exposure to these boards. So I've done AHAC. I'm obviously coming off of TDC. When I was first elected, I did Public Safety Coordinating Council and then turned it over to Commissioner Kowal. So I look at those as things I've already gotten exposure to.

The South Florida Regional Planning Council, that's what you and I tag team on. But Colonel -- or Commissioner McDaniel really leads the charge on that one, and that one I look at as sort of like almost the subset. You know, I actually think, before I volunteer for anything else, unless you think differently, we should stay on that one for continuity because --

COMMISSIONER McDANIEL: Yes.

COMMISSIONER LoCASTRO: Especially you. You're in the guts of that one, and that one -- to save some time here, you know, I strongly suggest the two of us, you know, stay on that one. It could dissolve this coming year. It could totally be overhauled, and, you know, we don't want to change horses on that one.

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So I'm basically his backup, but I try to go to as many meetings as possible. And then, you know, when we're there together, we really sort of lead the charge in some discussions or, you know, my job's to back up Commissioner McDaniel. So I'll stay on that one.

The Community and Economic Development Board, that's you, Commissioner Saunders --

COMMISSIONER SAUNDERS: Yes.

COMMISSIONER LoCASTRO: -- right? Okay. What do you want to say about that one? Is this your second year?

COMMISSIONER SAUNDERS: Yeah. I have no problem staying on that. I am going to be chairing next year, so -- and that particular board does not -- is not really active, so I can certainly handle both of those.

COMMISSIONER LoCASTRO: Okay. I mean, that's the only board that I haven't been a part of. I guess -- I'm sorry, the Community Redevelopment Agency is another board.
That's -- who's the -- that's you.

COMMISSIONER McDANIEL: Immokalee and Bayshore.

COMMISSIONER LoCASTRO: Yeah, so that really can't swap.

COMMISSIONER McDANIEL: It could, but it would be better --

COMMISSIONER LoCASTRO: Yeah, it doesn't make sense.

So it looks like there's nothing left for me, so I'll pass my time to Commissioner Saunders.

COMMISSIONER SAUNDERS: Well, why don't you take over the Economic Development Board then.

COMMISSIONER LoCASTRO: Okay.

COMMISSIONER McDANIEL: That will free him up.

COMMISSIONER LoCASTRO: Yeah. And also because you're about to be chair, so I'll take the EDB.

CHAIRMAN HALL: Commissioner Saunders, is there anything that you haven't done?

COMMISSIONER SAUNDERS: There are a lot of things I haven't done that I can't talk about.

COMMISSIONER McDANIEL: So with those anointments, then we'll --

COMMISSIONER LoCASTRO: I think we covered it all, right?

COMMISSIONER McDANIEL: We covered it all.

COMMISSIONER LoCASTRO: Commissioner Kowal, you're staying on safety, right?

COMMISSIONER KOWAL: Yeah, I would like to stay on there.

COMMISSIONER McDANIEL: Do you need a motion on those things?

MS. PATTERSON: County Attorney?

MR. KLATZKOW: You may as well.

COMMISSIONER McDANIEL: So I'll make a motion that those appointments stand.

CHAIRMAN HALL: I'll second it.

All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: All opposed, speak now or forever hold their peace.

(No response.)

Item #14A

DRAFT

AWARD INVITATION TO BID (“ITB”) NO. 24-8267, THE BAYSHORE 17 ACRES PEDESTRIAN BOARDWALK CONNECTION TO SUGDEN PARK PROJECT, TO INFINITE CONSTRUCTION, LLC IN THE BASE BID AMOUNT OF $3,335,497.77, APPROVE AN OWNER’S ALLOWANCE OF $37,000.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED AGREEMENT - MOTION TO APPROVE BY COMMISSIONER KOWAL; SECONDED BY COMMISSIONER SAUNDERS – APPROVED

MS. PATTERSON: Commissioners let's move on to Item 14A. This is a recommendation -- this is under your Community Redevelopment Agency. This is a recommendation to award Invitation to Bid 24-8267, the Bayshore 17 acres pedestrian boardwalk connection to Sugden Park project to Infinite Construction, LLC, in the base bid amount of $3,335,497.77, approve an owner's allowance of $37,000, and authorize the Chairman to sign the attached agreement.

Mr. John Dunnuck, your Director of CRAs and Facilities Management, is here to answer questions or present.

MR. DUNNUCK: Good morning. The pleasure of the Board, I can do a full presentation or cut to the chase.

This has been a long-standing --

COMMISSIONER KOWAL: I could make a motion to approve. I think it's something we've been working on for a long time.

CHAIRMAN HALL: Yeah, I'm very familiar.

COMMISSIONER KOWAL: I'm very familiar, I mean, with what's going on. And the contractor that got awarded this is very reputable, and they actually come in lower than a lot of other

contractors.

COMMISSIONER SAUNDERS: I'll second that, Mr. Chairman.

CHAIRMAN HALL: All right. Motion and second to approve. All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Opposed?

(No response.)

MR. DUNNUCK: Thank you. I'd like to take a moment to thank Tami Scott from on our team who's worked on this for six years. Thank you.

MS. PATTERSON: Thank you. All right.

Item #12C

RESOLUTION 2024-257: APPOINTING FOUR MEMBERS TO THE LIBRARY ADVISORY BOARD. (COMMISSIONER HALL'S REQUEST) - MOTION TO APPROVE WITH CHANGE TO ADD JENNIFER ASHLEY FOR DISTRICT 2 BY COMMISSIONER HALL; SECONDED BY COMMISSIONER SAUNDERS – ADOPTED

CHAIRMAN HALL: County Manager, if we want to, we can just do 12C real quick. It will take a minute.

MS. PATTERSON: Sure. 12C is moved from Item 16K8. This is a recommendation to appoint four members to the library advisory board, and this was moved at Commissioner Hall's request.

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CHAIRMAN HALL: I am only going to change one thing. In District 2, I'm going to recommend that we approve Jennifer Ashford to sit on that board, and that's the only change.

So I'll make a motion to approve Jennifer Ashford to the Library Advisory Committee.

COMMISSIONER LoCASTRO: So that adds five? We're appointing five?

CHAIRMAN HALL: It's the same one. There was one -- there was just one spot for District 2, and it was another person, but I would like to see Jennifer Ashford in that spot.

COMMISSIONER SAUNDERS: And the motion includes the appointment of the others?

CHAIRMAN HALL: Correct.

COMMISSIONER SAUNDERS: I'll second that motion.

CHAIRMAN HALL: All right. All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Opposed?

(No response.)

CHAIRMAN HALL: Thank you.

Item #11D

COUNTY ATTORNEY TO ADVERTISE AN ORDINANCE REPEALING AND REPLACING PROCUREMENT ORDINANCE NO. 2013-69, AS AMENDED. (SANDRA SRNKA, DIVISION DIRECTOR) - MOTION TO APPROVE BY COMMISSIONER HALL SECONDED BY COMMISSIONER SAUNDERS –

MS. PATTERSON: Commissioners, with that, let's jump back to Item 11D. I think we have enough time to take the procurement ordinance item. This is a recommendation to authorize the County Attorney to advertise an ordinance repealing and replacing Procurement Ordinance No. 2013-69, as amended. And here comes Sandra, your division director. Now, you'll have to say your name for me.

MS. SRNKA: Sandra Srnka, for the record.

MS. PATTERSON: Division Director for Procurement.

MS. SRNKA: I do have a presentation. This definitely is a good-news item. If you'd like, I'll start my presentation.

So this has been -- the development of the procurement ordinance, which is part of your agenda packet, has been really a joint effort. We have worked with outside legal counsel, the office of the County Attorney, key county stakeholders, along with the Clerk's Office, and we also have a consultant that provided benchmarking comparison with other local agencies.

Now, the establishment of the procurement ordinance, it was established in 1987. In 2015, there was an increase to the thresholds. Those are the current thresholds in place. So keep that in mind during this presentation that we have not requested an increase since 2015.

In 2013, there was a repeal of the ordinance, and there were subsequent amendments.

Now, the key benefits of repealing the ordinance, it ensures that we're in compliance with Florida Statute. It promotes fair competition and transparency. It aligns the thresholds with peer organizations, reduces administrative burden while streamlining processes, and it improves efficiencies and maximizes county

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resources.

We are recommending an increase in the thresholds. We are recommending, from the small purchase, a single quote to increase it from 3,000 to 10,000. For your informal competition, your three quotes, from the $3,000-50,000 range to 10,000-to-250- range. For the formal competition threshold, we are requesting an increase from 50,000 to 250,000.

Now, as part of the benchmarking study, our consultant looked at surrounding agencies that were similar in nature and size. And as you can see here, Collier County is among the lowest at a $3,000 range for your informal competition, highest being 50,000 for Lee County.

For your competitive bidding threshold, again, Collier County is among the lowest at 50,000. City of Cape Coral is at 250-, along with Lee County and Manatee.

The same applies for the governing body approved threshold. Collier County is at a $50,000 range, where we have Sarasota, Broward, Manatee at a higher range.

Now, as we were putting this together, we didn't want to lose sight on the fact that it's important to have internal controls to mitigate risk associated with an increase of thresholds. We want to make sure that they're strong, accountable measures. We want to make sure that we provide mandatory training, and this would be at all levels of the procurement cycle, and everyone that is involved in this cycle.

And then we also wanted to make sure that we implemented and leveraged our OpenGov, which is our bidding platform. We want to make it mandatory for quotes between that 5,000 to $250,000 range to be mandatory use through that bidding platform.

Now, the bidding platform does provide a lot of security. There is a lot of reporting capabilities, and there's also an ability to have that audit trail. We are also on a leverage SAP, and we're working on

seeing if we can add additional fields that will provide additional reporting capability.

CHAIRMAN HALL: I have a question.

MS. SRNKA: Yes, sir.

CHAIRMAN HALL: Explain "strong accountability measures."

MS. SRNKA: So strong accountability measures comes at -- in all facets of it. We have to start with the individuals that are requesting services. For example, those that are out in the field, along with those in the accounting division, along with those that are managing it, approving the managers, and also director. So we are working with our corporate compliance, along with our Clerk's Office, to ensure that there are internal controls at each of those -- in each of those areas.

CHAIRMAN HALL: I mention that because -- I mention that because, you know, for two years we've dealt with after-the-facts and single source, you know, all of these things that we have to basically ratify because they're already done. And I can see, you know, internal controls to mitigate the risk. I'm all about empowering people, empowering people to do their job, empowering people to streamline the process.

Procurement is a slow part of the speed of government. So I'm all about empowering people to do that, but I'm also more about holding them accountable.

I understand that there's things that fall out of the normal processes, and that's fine. But if you have to come out of the normal process, find somebody to talk about it. Find a superior to talk about it. Find somebody -- get with the Clerk's Office. Find out a legal way to do this instead of just willy-nilly doing it and it coming back to us, "Commissioners, why did you-all make that decision?"

Well, we didn't. It was already done.

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MS. SRNKA: I understand.

CHAIRMAN HALL: So I'm all about the strong accountability. So I want to empower people, but I also want to hold them accountable, because they need to act like their job depends on it because, basically, it does.

MS. SRNKA: And we also included additional language in our ethics section that really adds a little bit more value overall, and we also are adding additional language in the procurement manual, which the County Manager will execute.

So we're trying to cover all areas, but also what goes hand in hand is the educational part of that. That's why we are developing a more comprehensive training that would be mandatory and, again, at all levels.

Any additional questions, sir?

CHAIRMAN HALL: No. I love it. Set them up to win.

MS. SRNKA: Thank you.

COMMISSIONER McDANIEL: One quick question.

MS. SRNKA: A couple additional significant proposal --

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Before you jump, are the manuals going to come back to us for review before they're signed off on?

MS. SRNKA: Yes, absolutely. And, again, those manuals, it's the purchasing manual and the procurement manual that are executed by the County Manager. But, yes, we would make that part of the packet.

COMMISSIONER McDANIEL: Because I concur with the Chairman with regard to accountability, but I'd like -- I'd like to be able to see what those measures that we're going to implement, in fact, are to hold people accountable that -- you know, we want to empower them, but at the same time they've got to step up to the plate. So I

want to make sure that if we're authorizing greater authority that there is, at the same time, accountability that comes with that.

MS. SRNKA: Absolutely.

COMMISSIONER McDANIEL: Okay.

MS. SRNKA: So a couple additional significant changes that you'll find in the ordinance is Section 3. It increases the County Manager's approval from the 5,000 to 250-. And, again, this is aligned with that formal competitive threshold.

Like I mentioned, the ethics section we expanded a little bit more, added more language. We wanted to make sure that it aligned with Florida Statutes, included a conflict-of-interest section, along with a code of silence process.

For Section 12, that is your procurement methods, for your exemption of competitions, along with the waiver, we went ahead and aligned it with the formal threshold. For your exemption of competition, we added a few additional categories, and for your waiver competition, we went ahead and aligned the single-source definition with the Florida Statute. Currently, we have a sole source, and a lot of times that causes a little bit of confusion, so we went ahead and just mirrored the language from the Florida Statute.

For your emergency purchases, we clarified the language in the ordinance and also in the manual, and that's more aligned with Florida Statutes.

We have a new section titled "Formal Competitive Awards," and that outlines the bidding process along with negotiations, and it's aligned with current and best practices.

For your purchasing card program, we clarified a lot of the language in there. We went ahead and clarified the language that the County Manager is responsible for setting those limits for your single transactions and your monthly spending limits.

Section 20, your contract administration section, again, we

wanted to make sure that we aligned the approval with that competitive threshold. So for your change orders and amendments that exceed the original Board amount, anything over 250- would be presented to the Board for approval. Anything under will be presented to the Board for approval through that ratification -- Procurement Ratification Report.

It also allows the procurement director to approve increases and decreases to Board-approved days, and we have incorporated a process for requests that come in for contractual price adjustments.

In addition to that section, we went ahead and stated that any request from staff to reduce the retainage below that 5 percent that is Florida Statute or waive the assessment of liquidated damages, those would be coming back to the Board for approval.

And then it also authorizes the procurement director to approve assignments of contracts and after-the-facts. I know a lot of people don't want to hear the after-the-fact term, but we went ahead and aligned it up also with the formal competitive threshold that will streamline a lot of our processes. So anything over 250- would be presented to the Board for approval. Anything less than that amount would be reported to the Board through that ratification report.

So our next steps is for the Board to approve the advertisement of the procurement ordinance. We would bring it back at the next meeting, and we continue to work with internal staff, corporate compliance, and the Clerk's Office to establish those internal controls.

CHAIRMAN HALL: Great.

MS. SRNKA: Thank you.

CHAIRMAN HALL: Can you include how we can incorporate the cone of silence?

MS. SRNKA: Absolutely, sir.

CHAIRMAN HALL: I'll make a move for approval.

COMMISSIONER McDANIEL: Second.

CHAIRMAN HALL: Moved and seconded. All in favor, say aye.

COMMISSIONER McDANIEL: Aye.
COMMISSIONER LoCASTRO: Aye.
CHAIRMAN HALL: Aye.
COMMISSIONER SAUNDERS: Aye.
COMMISSIONER KOWAL: Aye.
CHAIRMAN HALL: Opposed?
(No response.)
CHAIRMAN HALL: Good job.
MS. SRNKA: Thank you very much.
CHAIRMAN HALL: Good job.

Item #11E

THE PROPOSED COLLIER COUNTY STATE AND FEDERAL LEGISLATIVE AND ADMINISTRATIVE PRIORITIES FOR 2025. (BRIDGET CORCORAN, LEGISLATIVE AFFAIRS COORDINATOR) - MOTION TO APPROVE BY COMMISSIONER HALL; SECONDED BY COMMISSIONER KOWAL – APPROVED

MS. PATTERSON: Commissioners, if you are okay with it, we can take the county -- Item 11E, which is our federal and state priorities. I think we have enough time to get through that one, even with a little bit of discussion. So, Item 11E is a recommendation to approve the proposed Collier County State and Federal Legislative and Administrative Priorities for 2025.

Ms. Bridget Corcoran, legislative affairs coordinator, is here to present.

MS. CORCORAN: Good morning. For the record, Bridget

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Corcoran, Legislative Affairs coordinator.

So this document was produced in conjunction with the lobbying teams, county management, department staff, and, of course, with your input.

It's not an exhaustive list, and it's a snapshot in time. And I'll bring back any issues which I cannot derive direction from this document; I'll bring those back to you for your approval.

It is formatted in alphabetical order. There is -- the only one that is in order of priority is the appropriation projects, and the appropriation projects will be presented by Chairman Hall to the legislative delegation in this room on January 8th at 9 a.m.

So given your input in this document, if you have any questions, you know, I'm happy to answer them at this time. If not, I would just ask for a motion to approve. That also authorizes the Chair to draft as needed any correspondences on behalf of the Board for any of these projects.

CHAIRMAN HALL: Any questions?

(No response.)

CHAIRMAN HALL: All right. I don't think we have any questions. We've seen the document pretty extensively, so we're pretty familiar with it. With that, I'll make a motion to approve it.

COMMISSIONER KOWAL: Second.

CHAIRMAN HALL: All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Opposed?

(No response.)

MS. CORCORAN: Great, thank you.

Item #11F

AN EXEMPTION FROM THE COMPETITIVE PROCESS TO EXECUTE EXPENDITURES TO VISIT FLORIDA FOR MEMBERSHIP FEES AND DESTINATION MARKETING PROGRAMS UP TO $82,000 FOR THE PERIOD OF OCTOBER 2024 THROUGH SEPTEMBER 2025, AND TO MAKE A FINDING THAT THESE EXPENDITURES PROMOTE TOURISM. (JAY TUSA, DIVISION DIRECTOR - TOURISM) - MOTION TO APPROVE A ONE-TIME $82,000 WITH THE CONTINUATION OF VALUE ASSESSMENT BY COMMISSIONER LOCASTRO; SECONDED BY COMMISSIONER SAUNDERS – APPROVED

MS. PATTERSON: Commissioners, just in time, I saw Mr. Tusa walk in the room, so let's go ahead and continue on with Item 11F. It's a recommendation to approve and authorize the Chairman, through an exemption from the competitive process, to execute expenditures to Visit Florida for membership fees and destination marketing programs up to $82,000 for the period of October 2024 through September 2025, and to make a finding that these expenditures promote tourism.

Mr. Jay Tusa, your division director of Tourism, is here to present. Sorry to get you right coming in the room.

MR. TUSA: But I've been in the hall, so I just --

MS. PATTERSON: Okay.

MR. TUSA: Yeah, I've been here. I'm just waiting to step in when --

MS. PATTERSON: Very good.

CHAIRMAN HALL: A man that stays ready doesn't have to get ready.

MR. TUSA: Good morning, Mr. Chairman, Commissioners.

Just -- I've prepared a brief overview for this agenda item for you, and I can walk you through this if you'd like.

I think that this presentation demonstrates the value of this partnership, this relationship that we have with Visit Florida, and then certainly when I'm through presenting this, any questions that the Board might have, I'm happy to answer those for you.

All right. So here is just a few -- a little brief overview, a few items on here. Visit Florida in their role, you know, official tourism marketing corporation for the state of Florida and then the partnership and what it provides to us. You know, marketing opportunities, marketing campaigns, co-op opportunities for tour operators, PR opportunities. So, these are just a few things. Also, their research, we have access to that, and then inclusion in photo and video shoots.

Let's see what else on here. And then this is a big one here at the bottom, assistance with recovery messaging and digital campaigns to support the destination after declared emergencies, as was the case with Hurricane Ian.

So, Visit Florida put up $200,000 in advertising for us after Hurricane Ian which really, you know, that's a great benefit for us when maybe we're not spending as much dollars in the event of a storm situation like that. And Visit Florida just did this recently with Bradenton and Sarasota as well following the storms we just recently had. So, they put up $500,000 for those two destinations. So definitely some added value there in our relationship with Visit Florida.

This is something that I wanted to demonstrate the value of our relationship with opportunities through tour operators. So, there's actually two of them here, and I'll just kind of show you this one real quick, and then I'll jump to this one. So, one was Germany; one was UK.

These are really important because these are where we do co-op marketing opportunities in international markets, and then people go through a tour operator and they book their stay to come to Collier County. So, this is something that we can track. So, this is number of room nights and revenue that were booked through these various operators. And you can kind of see here there's two for Germany, and then there are several others here for the UK.

One thing that I want to point out is I sent an e-mail to the commissioners yesterday afternoon in regard to this item in particular. The Clerk had brought up a point about this and maybe being a duplication of efforts with our international reps, and this actually works in concert with our international reps. Our international reps take advantage of these coop marketing opportunities to market these packages to people and then sell them.

So, in addition to these opportunities with Visit Florida, they also do this with other tour operators as well that generate room nights and revenue. So, I had asked our reps to send us a couple of examples yesterday, which they did. And just kind of a real quick note, there's probably about another $2 million in revenue that's realized through tour operators. So, tour operators are really important for us in a destination.

And then this is just some marketing campaigns, some support that we received. You can see there the cost savings, $255,000. And that $200,000 that I mentioned earlier in the presentation is listed here. That was the funds that Visit Florida put up. There was no matching for that. That was something they put up on behalf of the organization, the county.

And then you can kind of see there some other opportunities through AAA, and then there was also something we did for Hurricane Ian. Visit Florida matched some funds that we put up.

And then again, here's some cost savings through co-op

advertising, $85,000. So, if we were to go and do these different programs on this slide, it would cost an additional $85,000 outside of the Visit Florida partnership.

And then here's just some UK public relations. So, you can see there, we had some -- an opportunity for an article in *The Times.* The reach was one and a half million, and the value was $146,000.

So, you know, these PR opportunities, and then we have some here as well for Germany, these are really great opportunities for us to get out from a PR standpoint. It stands up and works in concert with our marketing efforts. So, when people see our ads or they go to a tour operator, they see articles and publications, they all work hand in hand together to showcase Collier County.

And then these are media mission opportunities through Visit Florida. This is where, basically, Visit Florida is taking us and other destinations as well to journalists in certain areas. So you can kind of see there, there was one in New York City, California. So what they'll do is they'll do a mission, and then they'll meet up with all these different media folks, and then they'll represent the destination.

That also saves us a little bit of money on the back end where we don't have to fly somebody out to California or New York. So there's also some cost savings there that's not reflected in this slide.

And then here's one slide that was asked when I presented this earlier to the Board on kind of what other counties are spending, and you can kind of see here it's broken down. This is a 2023 fiscal year spend by county for Visit Florida. And you can kind of see there, and then we're highlighted a little bit more down towards the bottom at $206,000.

And then -- so the request now -- when I originally came to the Board, it was $150,000, but that was across the remainder of FY '24 and then for '25. This ask is just for FY '25. So, it went from $150,000 to $82,000.

And then certainly, if you-all have any questions, I'm happy to entertain those.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: My main memory -- and I don't have specifics, Jay, but my main memory is telling me that the Visit Florida has a lot of conflicts, has a lot of duplication. And I'm not in support of this -- of this expenditure. I'm -- and I apologize for not having those specifics with me here right now. I was in the process of trying to get them, and I didn't come up with that because of my computer blip. But just in remembering what's, in fact, transpired going -- in the past with Visit Florida, I'm not -- I'm not in support of this request.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: So, Jay, what's your response to that? You know, one of the things we charged you with when we recently hired you was shake the trees. Take a look at things that maybe we think aren't worth the money or, on the flip side, that we're not investing in, hence our last meeting where we basically allowed you to spend money you already had but it needed our approval to double what we were putting against tourism because you brought in front of us something we hadn't really seen before, which was how quickly Collier County was dropping down the list of communities who were investing money in tourism.

What's your honest assessment of this? I mean, you know, you do come from this world, so it's not like you haven't heard of Visit Florida before.

MR. TUSA: Right.

COMMISSIONER LoCASTRO: Obviously, you wouldn't be standing before us if you didn't think it was an investment. But, you know, this is your chance to plead your case. I actually don't disagree with Commissioner McDaniel. I have some concerns as

well. But to just give another perspective -- and we've done it on a few other votes, we've given you the latitude of saying, "You know what, we're going to fund this one particular thing" -- and I'm talking generically, not about this -- "but we're going to fund this one particular thing." But, Jay, this could be it, so go in and really take a look and then come back to us, and then with deep experience as a Collier County employee, you're able to stand in front of us and said -- and not just sort of say, "Well, in my previous job I think Visit Florida was great," or "I hear from my colleagues that it's great or not great, but I appreciate the latitude of continuing the investment so I could be present, my team could be."

I'm not saying this is the answer, but this is one possibility. And then you come back here and say, "You know, the $82,000 was well spent, but it wasn't well invested. I think we should back off from it," or "Wow, what you guys don't know is Visit Florida might have a bad rep on social media or in some sort of circles," but the way you and your team are utilizing it, it is big bang for the buck. So, you know, I look at it as that is a possibility.

What are your thoughts hearing that? I mean, do you have enough knowledge already to know, "Oh, Commissioner, you're going to give me 82,000. I'm going to get you a million dollars' worth of investment," or "I'm not really sure, and Commissioner McDaniel could be right, and the 82,000 might be better spent somewhere else"?

It's not like we haven't recently invested in tourism in a major way. We just voted for you to spend millions and millions of dollars.

Give us your perspective. Because I'm sort of on the fence. We've had other discussion about Visit Florida, I think, even before you were hired. You know, it was sort of in the TikTok discussion, remember that? You know, why are we investing in TikTok? And that might not be the best use of our money, you know.

So, either fight for Visit Florida right now, or tell us you're not

sure or say that, you know, you think it's somewhere in the middle.

MR. TUSA: No. I think there's definitely value to the partnership and the relationship. Visit Florida definitely brings some advantages to us. There are trade shows that we're able to take advantage of specially through Visit Florida that we would not have access to if we were not a member of Visit Florida. That's a pretty big thing.

And then, you know, as far as what I just demonstrated on the slides, you know, those relationships with those tour operators, the value that we get from those room nights that are generated through that. You know, could we pick that up in another means, another way? Yeah, perhaps, but it's probably a little bit easier to do that and a little bit less expensive to do that through Visit Florida than it would be to do that on our own or through our international reps.

And then, you know, the same thing with the marketing opportunities, you know, there are savings there for us. So, you know, we're able to take advantage of that when we place an ad in, like, a *Southern Living* type magazine, you know, versus if we went and did it on our own.

So, you know, if we didn't have the Visit Florida partnership, you know, could we survive? Yes. It would cost us probably a little bit more money, in my opinion, at the end of the day. But it's obviously, you know, the decision the Board has to make on how they feel about this.

COMMISSIONER LoCASTRO: Because here's something I would not want to see happen. We vote down Visit Florida to save 82,000, but you keep going to the trade shows, and instead of getting 80 percent discount because you're a Visit Florida member, you're paying top dollar, and in the end, instead of paying 82,000 for Visit Florida, you spend 270,000 on things that Visit Florida would have given you free admission to or a greatly reduced price. I think part of

the decision here is -- I would say, if I vote against funding you for Visit Florida, or any commissioner does, what they're really voting against is not going to many of the things that a Visit Florida membership allows you to go to, because if you don't get this 82,000 but you keep doing business as usual, then you're going to spend three times this amount possibly --

MR. TUSA: Perhaps.

COMMISSIONER LoCASTRO: -- going to things that Visit Florida gives you a discount to.

So, I just wanted to get that on the record. I'm not banging on tables saying Visit Florida is a great and wonderful organization. I think it does do some good things that we've done a deeper dive during our TDC meeting, but my vote's going to be an either/or, either for Visit Florida and then you do a deep dive and make sure we've got biggest bang for our buck, or if we don't vote for the 82,000, you don't have a blank check to then be paying triple and going to all the same things. That would be stupid.

MR. TUSA: Yeah.

COMMISSIONER LoCASTRO: Then we would have been -- you know, even if -- whether we thought Visit Florida was great or not, then I think we want the ability to say yes or no to the things you're about to overpay for if you're not a Visit Florida member.

MR. TUSA: And that's a really good point, Commissioner. You know, just one thing off the top of my head, I mean, IPW's international trade show, we participate through Visit Florida with that. We spend $10,000 on that show, but if we were going to do that on our own, it would cost $30,000. So you see right there in that instance, I mean, it's $20,000 more, so -- and depending on where, you know, budgets fall, it could possibly be a missed opportunity.

So I mean, that's just something that, if this is not accepted, then,

you know, we'll just have to relook at what we do, and the number of shows we go to and those types of things, which, you know, we certainly can do that, but there might be some missed opportunities there.

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chairman.

I'm going to shed a little different light on it. I was -- you know, I was sitting up here like the rest of us, you know, when we first made a decision not to participate a year or so ago and just see where it took us.

And since then I've had the opportunity -- I think it was the organization -- they call theirselves BID, I believe. It was small private-owned restaurants, galleries, stuff like that, within the City of Naples and Collier County that do not participate with the big hotels, do not participate with -- or even get any money from the city CRA for Fifth Avenue and some other organizations where we provide money as taxpayers to these organizations.

They went, as usual, to get a grant from Visit Florida, which they've done every year since they've been in existence, and they went up there this past year to get their grant, and they were told they weren't allowed because Collier County didn't participate.

So, there's more affected by this than what meets the eye. We sit up here and look at the big numbers as it compares to the other counties and stuff like that, but then you have a group of ma-and-pa-owned restaurants here, or whatever, that rely on some of this money, and they weren't allowed to participate because of the fact that we didn't participate.

So, I mean, there's a lot more to it when you peel the -- peel the skin back on the onion. So -- and I don't know what they would have got in the grant regardless, but, you know, they see theirselves getting choked out by a lot of bigger corporation restaurants, I think. And if

you look just recently a transaction happened down on Fifth Avenue was Chops, Yabba's, Pazzo's, they were all bought out by a corporation which used to be owned by a local guy that built them from nothing.

So, you know, there is some unseen things that, you know, these little things do affect from time to time. So, I kind of got a different perspective of what some of these organizations depend on and I didn't even realize, so just -- I wanted to put it out there to my fellow commissioners.

CHAIRMAN HALL: Commissioner Saunders.

COMMISSIONER SAUNDERS: Thank you.

How much are we spending on advertising going forward? I know we've had an increase in that. What is that number again?

MR. TUSA: So, we increased the budget at the last board meeting, and so now we're looking at $12 million.

COMMISSIONER SAUNDERS: So, we're spending $12 million on advertising. Your recommendation is to approve this. You're our hired expert on this issue. I don't have any hesitation in saying I really don't know the real benefits from Visit Florida. I do know it's our job to second guess and to inquire and to learn as much as we can about these issues. But I'm relying on you, so I'm going to support your recommendation. If it turns out that your recommendation is wrong, then we can change that. But you're the expert, so I'm going to rely on your recommendation.

MR. TUSA: Thank you, Commissioner.

CHAIRMAN HALL: I guess, you know, I sit here -- my fundamental question is, I feel the burden as a commissioner to advertise for all these hotels and these restaurants, and I shouldn't have to feel that burden. That's their burden. "But, Commissioner, if you don't approve this, then the blood's on your hands with -- our vacancies are down, and there's nobody coming to our restaurants."

Well, lower your rates, lower your prices. You'll -- I mean, that's capitalism. So that's just my fundamental -- I mean, just basically where I'm at.

Whether $82,000 is going to generate, you know, a couple million bucks in revenue, I could see how that'd happen.

But I'm going to support the request, but going forward I want you to remember the basic core fundamental values that we have as commissioners, to spend taxpayer money and do it wisely. And to throw money against the marketing wall and see what sticks is something that I just don't -- I don't geehaw. That's g-e-e...

Anyway, that's my thoughts.

Commissioner McDaniel.

COMMISSIONER McDANIEL: Yeah. And this has nothing to do with you, Jay. My -- and, again, I've already apologized once, and I'll say "I'm sorry" again for being ill-prepared.

I'm not going to throw myself on the sword. I can count noses, so this is going to pass. But it has nothing to do with your recommendation.

There was an effort shortly after I became a commissioner by I think it was maybe Governor Scott to actually eliminate Visit Florida in its entirety and put that onus back on the private sector with regard to the capitalism requisites that we all like and love. And so my negative vote has nothing to do with your professional opinion. I can certainly see the rationale that Commissioner LoCastro brought up, but I'm going to hold.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: I think we have a motion on the floor to -- did you make a motion?

COMMISSIONER McDANIEL: I haven't made a motion at all.

COMMISSIONER LoCASTRO: So, I'm going to make a motion to approve. I guess it's the last formal thing I'll do as the

TDC chair. Actually, we have one more meeting.

MR. TUSA: One more meeting.

COMMISSIONER LoCASTRO: But the other thing I'll remind my colleagues of is you've already done an incredible job, you and the team that you've joined, squeezing the budget and making sure our money is invested properly.

So, I echo what Commissioner Hall says. I make a motion to approve this, but much like we've said before -- and this isn't negative or anything at you. You and your team are on notice to really make sure we're getting major value. And one of the things I've said at the TDC when we've had all these great ideas -- and Commissioner Hall will pick up on this -- is we can do anything, but we can't always do everything.

And so you don't have an unlimited checkbook. And I'd rather see money sit in an account than see it wasted or, like we say, throw it against the wall and see what happens. Although, sometimes you don't have a crystal ball either.

So I'm going to make the motion to support this 82,000, but similar to what we said, it's kind of a one-time good deal, so -- or, you know, one-time approval would be my motion, and that you come back here and tell us what you saw.

Was this one of the things that was a nice-to-do but not a must-do, and if we gave you 82,000 for something else, there would be bigger bang for your buck? And then it will allow you on a discount to go to all those things that you haven't maybe personally witnessed wearing the Collier County, you know, badge.

But having said that, I expect that you continue to keep us updated on -- when you do go to those trade shows, I personally want to know how did it go, not hear at the end of the year or in 2025 when we talk about the budget, "Oh, that show eight months ago, it was worthless."

MR. TUSA: Right.

COMMISSIONER LoCASTRO: As I've said at the TDC, you never need permission to come to the podium and give us a state-of-tourism update, especially when you come back from events that we invest quite a bit of money.

So, my motion will be to approve the 82,000 and then continue to get your assessment on the value of this investment.

COMMISSIONER SAUNDERS: Second.

CHAIRMAN HALL: All right. We have -- is the public comment going to be in opposition? Because we're about to pass this. So, if you want to oppose this...

MR. MILLER: Kristina Park.

MS. PARK: In support.

CHAIRMAN HALL: Great. All right. We have a motion and a second. All in favor, say aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Opposed?

COMMISSIONER McDANIEL: Aye.

MR. TUSA: All right. Thank you, Commissioners. Appreciate it.

MS. PATTERSON: Commissioners, that brings us, by the time I read this in, to our 10 -- to our no-sooner-than 10 o'clock time-certain.

Item #9A

ORDINANCE 2024-51: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA,

AMENDING ORDINANCE NO. 89-05, AS AMENDED, THE COLLIER COUNTY GROWTH MANAGEMENT PLAN FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, SPECIFICALLY AMENDING THE FUTURE LAND USE ELEMENT AND MAP SERIES BY ADDING THE FIDDLER'S CREEK SECTION 29 DEVELOPMENT AREA AND AMENDING THE ALLOWABLE USES IN THE NEUTRAL LANDS WITHIN THE RURAL FRINGE MIXED USE DISTRICT, AGRICULTURAL/RURAL DESIGNATION, TO REMOVE DEVELOPMENT RESTRICTIONS ON SECTION 29 AND ALLOW 750 ADDITIONAL RESIDENTIAL DWELLING UNITS, 22.6% OF WHICH WILL BE RENT RESTRICTED AS AFFORDABLE, ON 49.91± ACRES OF PROPERTY LOCATED ¾ MILES SOUTH OF TAMIAMI TRAIL EAST (U.S. 41) AND ¾ MILES EAST OF AUTO RANCH ROAD, IN SECTION 29, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA; AND FURTHERMORE, DIRECTING TRANSMITTAL OF THE ADOPTED AMENDMENT TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (COMPANION TO ITEMS 9B AND 9C) (PL20210003111- GMPA) - MOTION TO APPROVE WITH CHANGES BY COMMISSIONER LOCASTRO; SECONDED BY COMMISSIONER HALL – ADOPTED

We have three companion items. It's Item 9A, 9B, and 9C. And now I'm going to look at the County Attorney and see if I have to read these all in their entirety.

MR. KLATZKOW: Just a summary would be sufficient.

MS. PATTERSON: Okay. Very good.

MR. KLATZKOW: Life is short.

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MS. PATTERSON: Yes. All three of these items were continued from the November 12th, 2024, meeting.

First, 9A is a recommendation to approve an ordinance of the Board of County Commissioners of Collier County, Florida, amending Ordinance No. 89-05, as amended, the Collier County Growth Management Plan, for the unincorporated areas of Collier County, Florida, specifically amending the Future Land Use Element and map series by adding the Fiddler's Creek Section 29 development area and amending the allowable uses in the Neutral Lands within the Rural Fringe Mixed-Use District Agricultural/Rural designation to remove the development restrictions on Section 29 and allow 750 additional residential dwelling units, 22.6 percent of which will be rent restricted as "affordable."

Item #9B

ORDINANCE 2024-52: AN ORDINANCE AMENDING THE MARCO SHORES/FIDDLER'S CREEK PLANNED UNIT DEVELOPMENT ORDINANCES TO INCREASE THE NUMBER OF DWELLING UNITS FROM 6,000 TO 6,750 BY ADDING 750 MULTI-FAMILY UNITS WITH SOME AFFORDABLE HOUSING TO SECTION 29; INCREASE THE RESIDENTIAL DEVELOPMENT AREA, DECREASE PARK AND RECONFIGURE PRESERVE ACREAGE IN SECTION 29; AND TO ADD ADULT CONGREGATE LIVING FACILITIES AS A LAND USE TO THE RESIDENTIAL DISTRICT AND THE BUSINESS DISTRICT AMONG OTHER PUD CHANGES. THE SUBJECT PROPERTY, CONSISTING OF 3932+/- ACRES, IS LOCATED EAST OF COLLIER BOULEVARD (CR 951) AND SOUTH OF TAMIAMI TRAIL EAST (US 41) IN SECTIONS 11,13, 14, 15, 22, 23, AND 24,

TOWNSHIP 51 SOUTH, RANGE 26 EAST AND SECTIONS 18, 19, AND 29, TOWNSHIP 51 SOUTH, RANGE 27 EAST, IN COLLIER COUNTY, FLORIDA. (COMPANION TO ITEMS #9A AND #9C) (PL20210003112) - MOTION TO APPROVE WITH CHANGES BY COMMISSIONER LOCASTRO; SECONDED BY COMMISSIONER HALL – ADOPTED

Item 9B is a recommendation to approve an ordinance amending the Marco Shores/Fiddler's Creek Planned Unit Development ordinances to increase the number of dwelling units from 6,000 to 6,750 by adding 750 multifamily units with some affordable housing to Section 29; increase the residential development area, decrease park and reconfigure preserve acreage in Section 29; and to add adult congregate living facilities as a land use to the residential district and business district.

Item #9C

RESOLUTION 2024-256: A RESOLUTION AMENDING DEVELOPMENT ORDER 84-3, AS AMENDED, FOR THE MARCO SHORES/FIDDLER'S CREEK DEVELOPMENT OF REGIONAL IMPACT TO ADD 750 MULTI-FAMILY DWELLING UNITS FOR A TOTAL OF 6,750 SINGLE-FAMILY AND MULTI-FAMILY DWELLING UNITS; TO LIMIT THE ADDITIONAL 750 MULTI-FAMILY DWELLING UNITS TO SECTION 29 ONLY AND DISALLOW THEM FROM THE CONVERSION FORMULA; AND REVISE THE MASTER DEVELOPMENT PLAN. THE SUBJECT PROPERTY, CONSISTING OF 3,932+/- ACRES, IS LOCATED EAST OF COLLIER BOULEVARD (CR 951) AND SOUTH OF TAMIAMI TRAIL EAST (US 41) IN SECTIONS 11,13, 14, 15,

22, 23, AND 24, TOWNSHIP 51 SOUTH, RANGE 26 EAST AND SECTIONS 18, 19, AND 29, TOWNSHIP 51 SOUTH, RANGE 27 EAST, IN COLLIER COUNTY, FLORIDA. (COMPANION TO ITEMS #9A AND #9B) (PL20210003115 - DOA) - MOTION TO APPROVE WITH CHANGES BY COMMISSIONER LOCASTRO; SECONDED BY COMMISSIONER HALL – APPROVED

Item 9C is a -- sorry, I lost my place -- oh, is a recommendation to approve a resolution amending Development Order 84-3, as amended, for the Marco Shores/Fiddler's Creek Development of Regional Impact to add 750 multifamily dwelling units for a total of 6,750 single-family and multifamily dwelling units, to limit the additional 750 multifamily dwelling units to Section 29 only, and disallow them from the conservation formula, and revise the master development plan.

With that, Chair, did you want to make any opening comments regarding public comment, or County Attorney, either? And then we have to swear everybody in.

CHAIRMAN HALL: Okay. Let's go ahead and swear everybody.

MS. PATTERSON: Okay. All of those that are going to be participating, including public speakers, need to stand up and be sworn in by the court reporter.

CHAIRMAN HAL REPORTER: Do you swear or affirm the testimony you will give will be the truth, the whole truth, and nothing but the truth?

(The speakers were duly sworn and indicated in the affirmative.)

MS. PATTERSON: Commissioners, we also have to do ex parte, and then we can get into your comments and get started.

CHAIRMAN HALL: Ex parte, Commissioner Kowal.

COMMISSIONER KOWAL: Yes. I have, on all the items above, meetings, correspondence, and e-mails.

CHAIRMAN HALL: On 9B?

COMMISSIONER KOWAL: Yeah, 9B, 9C.

CHAIRMAN HALL: Great.

Commissioner Saunders.

COMMISSIONER SAUNDERS: Mr. Chairman, I have the same; meetings, correspondence, e-mails, telephone calls on both items.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Same.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Same. All four; meetings, correspondence, e-mails, calls.

CHAIRMAN HALL: Me as well. I've got everything on all of it.

With that, I'd like to open up the floor to Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you, Mr. Chairman.

I had asked Commissioner Hall if he would indulge me to make some opening comments since I've spent an inordinate amount of time, as is required on something this complex. And as you see, all of us have. You know, I think this is a first that we have an issue where we all have everything across the board, or at least this deep.

So if you'd indulge me, I think -- I wanted to set the table on a couple of things before we get into this issue, because it's a deep dive.

This is a complicated case, and it's bigger than just District 1. I look for all four of my colleagues today to do a deep dive, ask tough questions, and get satisfactory answers, because we have to remember every decision we make sets a precedent for many future construction projects. Although this issue today might be district specific, it

affects our overall county. That's why all five of us vote on everything when we are in these chambers, regardless of district.

This is the very reason why I personally delayed this discussion for over a month to give all sides a chance to have more discussions, meet with us, and for us to spend more time with the county staff to understand this request for rezone and changes to the possible growth -- and possible changes to the Growth Management Plan, among other things. I trust we've all done that.

I know I've used this additional time to further meet with multitudes of citizens and those even more deeply involved who are here today to fully hear their concerns but also ensure all sides understand what we can and at times what we can't do.

The many e-mails we all received show there is quite a few citizens who care deeply about this area but some who don't fully understand the environmental, legal, and moving parts of the issue at times. Sending us all e-mails demanding a traffic study first or talking about how this is a panther preserve shows the confusion. Any traffic study would come after a rezone, and I think we will hear today, although anything with grass, water, trees, et cetera, obviously contains wildlife and vegetation, there's a major difference between a protected preserve like the Everglades and an undeveloped parcel of land with vegetation.

However, we aren't looking to arbitrarily allow construction on every undeveloped parcel of land, but landowners also have rights, when they pay for a piece of property, to be able to do something with it.

We can't vote no to everything just because somebody took a poll or handed us a petition. That said, this has many moving unique parts, and the key today is we aren't voting on a construction project and the many details of one. We are voting on allowing a parcel of land currently zoned for a park, a golf course, boat storage, and a

multitude of other things to possible be rezoned so the landowner can then pursue the extremely complicated continued steps before any shovels would ever go in the ground or not. Many of these steps have huge hurdles which could easily stop any project.

Today our main decision is to determine if a rezone should be approved to allow the landowner the opportunity to explore all of the needed future steps to pursue possible construction.

There is quite a bit of misinformation out there whenever something comes to us for a vote. Much of this at times swirls around the role of the Planning Commission. I first want to thank the Planning Commission for spending three days in discussions with all sides to give us their recommendation.

First, however, Planning Commission members are volunteers. They're not commissioners. Many of the e-mails we received talked about telling us how to, quote, "follow the lead of those commissioners." The only commissioners in the county are sitting right here. The Planning Commission role is to allow both sides a preliminary step to, in essence, dry-run their proposals and allow Planning Commission members who are volunteers appointed by us to begin the initial process of questions and answers which leads to their recommendation and gives the five of us, the actual elected commissioners, Planning Commission perspective, not a decision or a final vote. That's our job.

I often say presentations before the Planning Commission is a formal practice or dry run. Yes, a very critical part of the process, but presenting here is what leads to the actual vote and decision. Often, and as is expected, between the Planning Commission's overview and questions, both sides then have a time to regroup, reassess, and even retool their presentations for our consideration and final vote.

The other main differences are these five county commissioners

spent a massive amount of time speaking with the county staff before any vote. Over this extra past month that I provided by moving this to today's meeting, every commissioner up here used that extra time to do a deeper dive with not only county staff but the citizens who have concerns with the rezone and the other things to be decided today.

That time with staff and citizens is something the Planning Commission doesn't do at the level these elected County Commissioners accomplish.

So hearing the first volley of presentations by the Planning Commission is far different than what we will hear today, and the five of us have much more depth in not only the issues, but especially the law, as to what is feasible and what is not. We're not here today to direct traffic studies, debate the size of an apartment building, how many trees could be planted around a structure, or what the setback distances might be or not.

Should we decide a rezone is feasible, all of those discussions come later, as well as a huge uphill battle by the landowner as they possibly pursue required additional approvals in many other areas before anything could ever be considered for construction.

I applauded the citizens who are here today. We often hear from citizens demanding us to vote a certain way, telling us if we make, in their eyes, the wrong decision, it will ruin their entire community for 100 years, yet often in the same e-mail they remind us they won't be able to attend the meeting today. And often some questions embedded in their e-mail are off base because they don't fully understand the issues being considered or the sequence of events.

I don't fault those citizens for that, but instead, I strongly applaud the ones who are here today who have been visiting our offices regularly and who understand the many moving parts, especially environmentally, when it comes to our consideration to allow a rezone

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of this property for possible future construction or not.

We have a lot of details to dive into today, many which this panel already have done but which we must get on the record during this formal proceeding. There is no rush to judgment here. And as I've told every single person I've met with, coming to this meeting as a commissioner with any premature determination of how you will vote is irresponsible.

We've all heard pieces of the puzzle from all sides and received tons of e-mails but hearing everything collectively together today in this room has no substitute.

I look for my colleagues to do a deep dive in questioning because although this issue today might be in District 1, the next similar case to come before us might very well be in their district.

I look to the speakers who come to the podiums to be professional, factual, and concise in your presentations.

We all know what happened in the three days of the Planning Commission and, as I said, those discussions and their eventual recommendation gave us perspective, but today we are here to work towards an actual decision and vote. Let's not let discussions today get off track or wander down multiple unrelated premature paths that we aren't here to decide yet, or maybe even at all.

I look forward to both sides outlining their positions, and as I've said for myself and my colleagues to continue the deep-dive analysis we have done outside of this room separately and collectively bring together our brain power and understanding of the environmental issues and legalities involved to come to the best decision possible.

Thank you.

CHAIRMAN HALL: Commissioner Saunders.

COMMISSIONER SAUNDERS: Mr. Chairman, I just want to make one or two quick comments. In reference to the Planning Commission, I don't want the members of the Planning Commission

to think in any way that we don't value their input.

Commissioner LoCastro, you indicated that you considered the Planning Commission to be a dry run. And I just want to say that it's not just a dry run. I know those were your words, and I just want to make sure it is on the record that the Planning Commission input is critically important. It's not just a dry run. From my personal consideration, it's the critical step, and I want the planning commissioners individually to know that we really value what they do for us.

COMMISSIONER LoCASTRO: Sir, my sentence, if you continue with the rest of that sentence, says it was a dry run but a critical piece in the entire process. So, we might differ on the words "dry run," but obviously, it's not a vote, and it's not a decision.

COMMISSIONER SAUNDERS: I disagree with using the terms "a dry run."

COMMISSIONER McDANIEL: Okay.

COMMISSIONER SAUNDERS: To me that means -- if I was sitting there and a commissioner said this was a dry run, I don't care what comes after that. I'd probably resign from the Planning Commission. Why have that dry run for developers? It is not a dry run. It is a critical piece. And I understand that you had some --

COMMISSIONER LoCASTRO: After that.

COMMISSIONER SAUNDERS: -- words after that. But you did use the words "dry run," and I just want to make clear that's not what it is.

COMMISSIONER LoCASTRO: Noted.

CHAIRMAN HALL: All right. Procedurally, the way this is going to work is we're going to hear from the applicant. We're going to hear from the county. The applicant can ask some questions after that. And if there's anybody that's here to speak that represents five or more people, you've got 15 minutes to present your case, and that's

including -- including expert witness. Every individual has -- we want to hear from every individual who wants to speak on this matter. Every individual has three minutes. There will be no ceding of time, so we're not going to have 30 people cede three minutes to a speaker who pontificates for 90 minutes.

So, every individual has that right to speak, and we want to hear from you, but that's three minutes individually. If there's somebody that represents five or more people, an attorney or a Homeowners Association or whatever, you've got 15 minutes, and that's a lot of time to talk.

Remember, the Gettysburg Address is the greatest speech of all time, and it was delivered in less than three minutes. However, we want to hear that. It's important to us.

Commissioner LoCastro did a great job of laying it out with the posture that we have.

I have no idea how this is going to go, but we're going to listen. We're going to ask questions. We're going to get as clear and as clarity -- as much clarity as we possibly can, because this is a big decision, whether it goes one way or whether it goes the other, and we take it to heart. And whatever -- however this turns out to be this morning and this afternoon, it's because we've taken great diligence and great care to arrive at whatever decision that we come to.

So with that, Mr. Yovanovich, let's hear your stuff.

MR. YOVANOVICH: Good morning. For the record, Rich Yovanovich on behalf of the petitioner.

Terri gets a break in 15 minutes.

CHAIRMAN HALL: Yes.

MR. YOVANOVICH: Would it be possible to take that break now so I don't get started and then stop 15 minutes into the presentation?

COMMISSIONER McDANIEL: I like that.

CHAIRMAN HALL: Yeah. You're not going to hurt her feelings doing that.

MR. YOVANOVICH: No. But I -- that's my request is that if we could take the break a little early.

CHAIRMAN HALL: Let's take a break, and we'll be back at 10:25.

MR. YOVANOVICH: Thank you.

(A brief recess was had from 10:15 a.m. to 10:25 a.m.)

MS. PATTERSON: Chair, you have a live mic.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you for your indulgence, Mr. Chair.

Just to get on the record, and because we always say up here, you know, "Words do matter," I read a five-page speech, and I hope people got more out of it than just the two words "dry run."

But for the sake of the record, a "preliminary step" of the county Planning Commission is more correct. I'm not looking for a mass exodus of the Planning Commission but merely to put it in context. So, I hope that the people that heard me heard everything else which, to me, was the meat of what I had to say. So, it is an important preliminary step, as I said afterwards that -- to complete that sentence.

So, for the record, I'll say instead of "dry run," maybe "preliminary step" is better wordology. But I hope nobody missed the message of my opening comments. And due to the thanks and appreciation I got from several people who came up to me afterwards thanking me for my comments, I think it was heard by proper ears. So, thank you.

MR. YOVANOVICH: Ready?

CHAIRMAN HALL: Yes.

MR. YOVANOVICH: Before I get too much into our presentation, I just want to kind of clarify the process. I understood

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that if you represent five or more individuals, you get 15 minutes, and that includes your experts. I assume that that person who says that's going to identify the five that they represent and that someone else can't come up later and say, "I represent those same five individuals" to also get another 15 minutes. I'm assuming it's just --

CHAIRMAN HALL: That's correct.

MR. YOVANOVICH: Okay. All right. Thank you.

For the record again, Rich Yovanovich on behalf of the applicant. The applicant is FCC Preserve, LLC. Joe Parisi is the applicant's representative, I am the land-use attorney on this matter, Mr. Arnold is our professional planner, Mark Minor is our professional engineer, Jim Banks is our traffic expert, and Tim Hall is our environmental consultant.

You've heard from them many times on their individual areas of expertise, and I am -- I will be -- I am tendering them as our experts in those specific areas.

Our presentation will be fairly detailed. It will address all of the requested changes in the PUD; however, the Planning Commission recommended approval of all the changes that were not related to Section 29, so I don't -- I'm not going to spend a lot of time in our presentation addressing those other minor changes related to senior housing and floor area ratio and things like that.

We are going to spend a fair amount of time discussing the history of Section 29 and what was committed to as part of the PUD approval process in 1998 and what is committed to as part of a separate Army Corps of Engineers permitting process with regard to Section 29. They are two separate processes. They are two separate commitments. And, in my humble opinion, I think at the Planning Commission level there was a confusion as to melding both of those separate processes into a county-related commitment.

We will -- I will also address -- and I think very early on at the

Planning Commission there was a question of Mr. Bosi, "Would you be recommending approval of this project if it didn't include affordable housing?"

And Mr. Bosi said, "No, we would not be recommending approval of this if it didn't include affordable housing."

And I think the Planning Commission went off on a tangent focusing on, well, that means the rest of the project wasn't worthwhile; it's only affordable housing.

What Mr. Bosi was responding to was your requirement in your Growth Management Plan that says if we request through a Growth Management Plan amendment an increase in density, we have to provide affordable housing to support that increase in density. So he had no alternative but -- other than to say, "No, I would not be recommending approval," because he was legally bound to recommend denial had we not included an affordable housing density bonus as part of our two petitions, the Growth Management Plan amendment as well as the PUD.

Mr. Bosi never said, "This wasn't a good project, and the only reason I'm recommending approval is because it included an affordable housing density bonus commitment as part of this project."

As I mentioned, there are several amendments that we're proposing today related to Section 29, which is 49.9 acres. We are asking to be allowed to put 750 dwelling units on that 49.9 acres. Currently the Growth Management Plan amendment -- Growth Management Plan does not allow density on that parcel.

We are proposing a 30 percent affordable housing commitment. That is 15 percent at the 100 percent and below median income and 15 percent at the 80 percent and below income. If all 750 units are built, that is 225 income-restricted units, which I believe is probably the highest private-sector proposed affordable housing commitment in Collier County.

We're modifying Map H to -- and Mr. Arnold will take you through this process. There's a business -- business area parcel out front of Fiddler's Creek on Collier Boulevard. We're modifying the boundaries of a few of those tracts to make it work better for potential future businesses as well as for a senior housing project at that entrance, and that's what that's related to.

We're modifying Map H to -- which is -- and the PUD master plan to address that change as well as the changes related to Section 29. We're updating the acreages based upon the modifications we're asking to Section 29 and other areas throughout the PUD changes.

We're asking to increase what is today a 6,000-unit DRI to 6,750 units, and that's to address the 750 units on Section 29.

We're asking to -- we already can convert multifamily to single-family and stay within the 6,000 units. We want to do the same for the ability to convert single-family to multifamily staying within the 6,000 units that -- this conversion does not apply to Section 29.

We're modifying the senior housing commitment to have it be a floor area ratio, which is what is typically done for senior housing.

And I think, finally, and very importantly, we are making significant improvements to Auto Ranch Road to address the traffic that will be coming to and from Section 29. These are mandatory commitments. These aren't something that we may do or we may not do. These are mandatory commitments that are in the PUD, and we'll go through in great detail what those commitments are and how Auto Ranch Road will be improved, will be much safer, it won't flood, and there will be overall improvements for those who live along Auto Ranch Road.

We are providing a CAT bus stop at the intersection of Auto Ranch Road and U.S. 41, and we're providing 480 general-population

cots, 84 special-needs cots, and a towable generator related to our request to provide additional density on Section 29.

The existing Growth Management Plan designation for this property is agricultural/rural designation, Rural Fringe Mixed-Use District, Neutral Lands. What Neutral Lands are in the Rural Fringe Mixed-Use District regulatory scheme are not Sending Lands. Sending Lands are the environmentally sensitive lands. Rural Fringe Neutral Lands are not environmentally sensitive lands. And in fact, other than in Section 29, you can put residential housing in Neutral Lands, and you can do density blending in Neutral Lands for purposes of developing residential uses.

Our current zoning is the Fiddler's Creek PUD and DRI. Our overall project acreage is 3,932 acres. Our proposed Growth Management Plan amendment applies to 49.9 of those acres.

You're the best. Thank you.

And so the overall acreage remains the same.

Our dwelling unit count today is 6,000 units. I will take you through the history of Fiddler's Creek to show you how it went from basically 9,000 vested units down to the current 6,000 vested units. And we're asking to increase the overall dwelling units to 6,750 because of what we're asking to do on Section 29.

This is a little bit unique. We're not asking you to increase the overall density the Growth Management Plan would allow us to generate on the acreage that consists of Fiddler's Creek, because we have enough density based upon the Growth Management Plan designations of urban neutral lands related to this project; however, we are asking you to increase the density on Section 29 because currently we're not allowed to have any units on Section 29.

So we can generate almost 6,900 units from the current acreage within Fiddler's Creek. Because we're asking to put some of those 900 units on Section 29, we are increasing the density; therefore, we

have to provide an affordable housing density commitment that Mr. Bosi was asked about and commented on at the Planning Commission.

From an overall density on the project, we can calculate it a bunch of different ways. If you want to calculate it purely based upon the existing acreage within the PUD by adding the 750 units, we go from 1.53 dwelling units per acre to 1.72 dwelling units per acre. If you want to look at it solely based upon what can come from Section 29, we are going to 2.25 dwelling units within Section 29.

And if you want to look at just Section -- the 49.9 acres within Section 29, we're asking for 15 dwelling units per acre. Fifteen dwelling units per acre is not an abnormal number of dwelling units per acre for a multifamily rental project in Collier County.

So what we're asking for is in line with previously approved projects, and the overall project density is having a very minimal increase in overall density.

Fiddler's Creek on this is everything outlined in red. The yellow is Section 29. Fiddler's Creek was originally approved in 1984 at 9,110 dwelling units. There were several amendments to the project over time adding acreage, and as part of that amendment process, in 1989 the units went down to 7,000 units. In 1996, it went down to 6,000 units. It's remained at 6,000 units since 1996; however, acreage has been added, including the acreage we're discussing in Section 29. Over time, there was basically 2,266 acres added to Fiddler's Creek without any request to increase density, so that density was being spread out over an increase in acreage.

As I mentioned -- did I get it right, Troy?

Where you see the arrow, there is a gray area; that is where Section 29 is. That is Neutral Lands on your current Future Land Use Map, and Neutral Lands are not environmentally sensitive lands. They are lands that can be developed under your current Rural Fringe

Mixed-Use District regulatory scheme.

Immediately across the street are Receiving Lands. That's where you encourage development to occur. That's basically where the Six L's 6,000 acres currently is, and that's slated for development in the future.

The environmentally sensitive lands are here. Those are the Sending Lands in the Rural Fringe Mixed-Use District regulatory scheme, and that is where you generate TDRs, and that is where you want to put your preserves.

You'll note that right here -- it's hard for me to be -- there they are. You can see that on the Neutral Lands in the gray area and the Receiving Lands in the blue area, it's bisected by U.S. 41. The Sending Lands, under your Rural Fringe Mixed-Use District regulatory scheme, are all on the north side of U.S. 41.

Tim Hall is going to get into greater detail as his part of the presentation about environmentally sensitive lands and what these specific lands in Section 29 are, and Tim will provide the expert testimony that this is not panther habitat land for purposes of the regulatory scheme as far as primary, secondary panther habitat.

I will note that as we go through this process and why it takes us so long to get through this process, you have professionals on your own staff, Environmental, Transportation, Planning, that we work with, and we go through this process, and every one of your experts has concluded that this is a project that they're recommending approval. Your Environmental staff is not saying, "This is environmentally sensitive land; this shall be protected at all costs."

As Commissioner LoCastro pointed out, as we go through this process, just like every other project that comes before you, we start with the zoning approval. Sometimes there's a Growth Management Plan amendment that goes with that. We start with that zoning approval, then we go to the state and federal -- applicable state and

federal regulatory agencies, and if they say no, well, then I don't have a project. If they say yes, then I have a project.

So should we be fortunate enough today to get an approval from the -- I'm sorry -- from the Board of County Commissioners, we still have to deal with the state and federal agencies, and we will have to amend an existing Army Corps of Engineers permit, which I'll get into in a little bit greater detail, for this project to be able to move forward.

This is a closeup of Section 29 outlined in yellow. The dotted yellow line is the 49.9 acres that we're requesting to put the residential units on. You will see that we're asking to put those residential units on what was previously cleared agricultural lands. There will be some minor clearing. There's a farm road buried in those trees. That farm road will get removed, and a real road will be placed in that area.

And as Mr. Minor will point out, that farm road currently is acting as a dam. When we rebuild that road, it will actually have culverts underneath it to allow for water that overflows right now from that long lake to continue to flow through the preserve area in Section 29 and ultimately through state lands and into the gulf.

Section 29, when it was originally approved, had multiple designations on it, and I'll take you through that master plan in a second. But suffice it to say that where you see the trees, that was originally, in 1998, designated "reserve." Now they call them "preserves." And where you can see the farm field, that was designated "active recreational" as well as "lake." So the farm field was also intended in 1998 to have some form of development on that property.

This was the master plan that was approved in 1998. That's where the trees are; that's designated "preserve." That's where the farm field is; that's designated "park." That's where the farm field is, and that was designated "lake."

So in 1998, based upon the PUD master plan, Section 29 was

partially a preserve, partially a lake, and partially a park at which -- in which active recreational uses can occur on that site including boat storage and boat launching facilities, tennis facilities, pickleball facilities. You name it, any active recreational use under the PUD can occur on that property.

This was repeatedly stated by myself and my team and your staff at the Planning Commission meeting. Anybody who tells you otherwise that in the PUD all of Section 29 was committed to be a preserve is factually incorrect.

As I mentioned, Section 29 was not -- the entirety of Section 29 was not designated a preserve. It's neither primary or secondary panther habitat. It's designated Neutral Lands in the Rural Fringe Mixed-Use District. I mentioned typically Neutral Lands allow for residential development, and Section 29 allows for active recreational uses.

There's a separate permit that was for the Estancia portion of Fiddler's Creek. Estancia is not Section 29. Estancia is another residential community. Originally Estancia the permit said, "Thou shall buy panther credits." The panther credit system is a bank where more important lands have been restored as panther habitat, and developers buy those panther credits so these panther banks and better panther habitat are provided for the cat.

Initially, the developer said, you know, maybe I won't do the recreational uses as part of the Corps permit. They elected to put Section 29 as preserve under the Corps permit instead of buying the credits.

The developer in 2019 started talking to me five years ago about, "Hey, we've got an affordable housing crisis. I'm feeling it. Everybody in Collier County are feeling it. What do I need to do to be able to develop a portion of Section 29 that's already been cleared as an affordable housing project?"

And I said, "Well, you're going to have to do a couple things. You're going to have to amend the Growth Management Plan because right now it currently says no residential, you're going to have to amend the PUD because it currently says you can only have active recreational uses on that, and then you have to amend the existing Army Corps of Engineers permit because right now you've made a commitment."

He said, "Okay. I'll want to start that process."

Well, we're almost -- almost hitting six years into this process, and we're working on the Corps permit. We're going to have to remove 58 acres of Section 29 from the existing Corps permit.

Now, I think a fact that needs to be pointed out is U.S. Fish and Wildlife Service has never said to us, "We are never going to agree to amend the Army Corps of Engineers permit." They've never said that. They said, "We would recommend doing it if you purchase 120 acres in Glades County for purchase price at that time for $1,600,000." That was the cost to amend the Army Corps of Engineers permit at that time.

Keep in mind that the value of panther credits for the 58 acres to be removed from the Corps permit was $100,000. My client had offered 200,000, and that wasn't good enough. He was not willing to pay a million-six for a parcel of property in Glades County. And we are in that process.

And then we got another -- which is not unusual from federal agencies. We get another letter that says, "You're in the wrong process. Because the Army Corps of Engineers permit has closed for the Estancia project, you're going to have to start the process all over. You can't amend that permit. You're going to have to start over again with a new Army Corp of Engineering permit."

We will do that if we get approved today. We will start over with the Army Corps of Engineers, and if we're successful with them,

we will have a project. If we're not successful with them, we will not have a project, and that will be the end of the story.

It makes no sense for us to go through that process, have the Army Corps of Engineers say yes, and then come back here today to possibly be told no by the Board of County Commissioners. So that's why we're here today. If this project makes sense to the Board of County Commissioners, and we think the evidence is there that it should, we will go through the process of hopefully amending the existing Army Corps of Engineers permit.

So I hope I've made this clear there's the PUD commitment with regard to what can be allowed zoning-wise on Section 29 today. And zoning-wise on Section 29 today, active -- I'm sorry -- active recreational is a permitted use on that property that we're talking about today. Under the Corps permit it is not. We're going to have to amend that permit.

So anybody who is saying that in 1998 my client committed to the Board of County Commissioners that the entirety of Section 29 would be in a preserve is not accurate. You can read the PUD for yourself. And even if we were supposed to put a PUD -- a conservation easement on the lands that were identified as a preserve in 1998, the lands we're talking to you today about would not be part of that conservation easement. And I'll show you the actual provisions in the existing PUD, the 1998 PUD when these lands were added to the Fiddler's Creek PUD.

Section 5.5 talks about the reserve district, and it says, "We will place a conservation easement on the property pursuant to Section 3.2.8.4.7.3 of your Collier County Land Development Code." Clear as day. For the Fiddler's Creek addition, which were the lands that were being added, we will do it pursuant to Section 3.2.8.4.7.3.

What that section says, and your staff agrees, it says -- this is what it says. It says we'll do it when we are platting or developing

that portion of the project. We are not platting or developing that portion of the project yet; therefore, no, we're not tardy in providing a conservation easement on that property. That doesn't mean we can develop anything on that property, because the zoning document in the PUD limits Section 29 to these uses. This is what we can do in Section 29 under the PUD. And I've highlighted those portions of what can go on the existing farm field in Section 29.

We can do launching and storage facilities for watercraft, and we can do active recreational activities. I thought that was fixed. That typo is still there. And not only there, it's highlighted so you can see there's a typo. And then any other conservation, recreation, or related open-space use is currently allowed on that piece of property under the PUD.

The proposed change to the Growth Management Plan is in the -- it's obviously in the ordinance. I've highlighted a couple of sections of it for you to show you what I previously mentioned was the 15 percent income restriction for those making 80 percent or below and the 15 percent for those making 100 percent or below, and we have the typical essential service personnel definition for those who will be eligible to reside in these units. And we'll tell you that if you -- I guess you guys jointly -- you, the county, jointly developed a property on the Bembridge PUD out on Santa Barbara, and I think it was 82 units, and you had 300 applicants for those 82 units.

The other projects like Allura and other projects that have these units either constructed or getting ready to construct, like the project up on Immokalee Road, there's way more demand than the number of income-restricted units that are being developed so far, and this project will be very important to the success of starting to address a critical housing shortage that we have in Collier County.

And I would point out that the DRI development order that was approved as part of the Fiddler's Creek DRI has a housing

commitment that says the developer shall explore the economic feasibility of providing residences within Fiddler's Creek that are affordable by middle or lower income families. So we are fulfilling that obligation that is in the DRI development order as part of this process.

The income levels, as you can see, for a family of four making 80 percent or less, it's $79,850. It may have gone up a little bit since this table was published in '23. And for those making 100 percent or less, it's $99,805.

And in the PUD, I wanted to point out we had added to this PUD, and it has become pretty common, that we also consider essential -- as essential service personnel military veterans. So there is a significant portion of our essential people in this county; nurses, firefighters, teachers, police officers, and skilled building trades that we need for our county to function, and this project will provide 225 units for that much-needed workforce. And I agree with what -- some of what -- well, I agree with everything that Commissioner LoCastro said at the opening except for -- I will tell you -- I want to tell you that I have all the respect in the world for the Planning Commission and going through that process. It's arduous. We don't always agree, and that's fine. We get feedback back and forth, and I try to understand where they're coming from.

I think they got a little off track on why this was being recommended for approval by the staff and why -- I think they got a little off -- a little confused as to what were the PUD commitments for preserve. But the Planning Commission recognizes the need for affordable housing, and the definitions that we've come up with have been with great input from the Planning Commission.

And as Commissioner LoCastro pointed out, this is a countywide problem. This is not a District 1, a District 2, a District 3, District 4, or District 5 problem. This is -- this is critical to all of our quality of

life in Collier County. If we do not provide housing for these essential workers, we're not going to have the quality of life we currently have in Collier County. We're not going to have the quality schools. We're not going to have the quality Sheriff's Department and police forces that we have. We're not going to have the quality EMS that we have or the quality care when we go to our hospitals. This is a countywide problem.

And all portions of Collier County where there is -- where there is a good piece of property where it makes sense to have housing that provides for essential service personnel, that needs to happen. There's not a lot of land left in the urban area. That's why you see us going east and you see us going south for this to occur.

Wayne's going to take you through the master plan, the changes we're going to talk to. He's going to show you an exhibit that shows you within a 10-mile radius all the employers that are close to this parcel of property. But keep in mind -- and I'm sure we've all driven north in the mornings during the week. On I-75 you see all those cars coming south. They're not coming here to go to the beach. They're coming here to work, and Mr. Bosi has pointed out on many occasions we're probably 5,000 units short in providing affordable housing, and we're going to have to do this one project at a time to make a dent. I don't think we're ever going to get where we address all 50,000 of those people.

But I guarantee you those 50,000 people that are driving south from Fort Myers are driving to employment that's a lot further away than if they were living here on this particular piece of property for them to go to -- to work at.

With that, unless you have any questions of me at this point, I'll have Wayne come up, and we'll take you through our presentation. Hopefully we'll address most of your questions and comments but, of course, interrupt us at any time, and we'll be happy to answer any of

your questions.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Mr. Yovanovich, can you go to Slide 1, which was titled "Summary of Proposed Request."

So just for the record -- and I want to hear your understanding because I believe the other side maybe has a different take. But during the extremely critical and important preliminary step of the Planning Commission, what was their take on -- like I said before, this isn't just one vote on one thing, and your opening comment sort of said that. But can you give a quick summary on the things that are on here that weren't subject to their concern, confusion, recommendation against? Because, you know, there's quite a bit on here that are, you know, separate decisions. Can you give a rough overview of what --

MR. YOVANOVICH: I could tell you what they approved.

COMMISSIONER LoCASTRO: Right.

MR. YOVANOVICH: I can tell you I think there was even some confusion as to what they were approving, and we had to slow down the process because there was a focus on Section 29.

COMMISSIONER LoCASTRO: And the reason I think it's important you state that is before the other side comes up, I think they should -- they should hear what you say so they can either rebut it or say, "Well, he's got us there." And I don't know what their position is, but I think this is a critical piece in interpretation of the preliminary step the Planning Commission provides.

MR. YOVANOVICH: They recommended approval to revise Map H with regard to what Wayne's going to show you, the business park parcel at the entrance of Fiddler's Creek. They -- they approved the change to the master plan. They approved -- other than Section 29. They approved the floor area ratio that was part of senior housing. They approved the conversion from single-family to multifamily because it had nothing to do with Section 29. They

partially approved, if you will, the updates to the acreage other than the updates relating to Section 29.

And they approved the master plan changes other than the Section 29-related master plan changes.

And Wayne will get into this, or maybe I'll just get into this real quick before I turn it over to Wayne. Whoops, now I've got to go -- sorry.

This is the proposed master plan that's before you today. Right about here, there -- if you look back in I think 2018, that connecting road didn't exist. We went through the process of having plats approved within the PUD that showed that road. Those plats came to the Board of County Commissioners. They were all approved.

Actually, that road itself is an administrative amendment that could occur. And what we're doing is we're truing up, if you will, the master plan to be consistent with the Board-approved plats that show that connection road that is an administrative amendment that does not require Board approval. But we did receive Board approval through that platting process.

So that came up as a discussion point. Your staff agrees that this is -- we're basically just truing up the master plan to address that. And then Wayne will take you through the changes to this portion, obviously, of the PUD, and then specifically to what's occurring in Section 29.

Does that answer your questions, Commissioner?

COMMISSIONER LoCASTRO: Yes. Thank you.

MR. YOVANOVICH: Anything else before I --

CHAIRMAN HALL: Yes, Mr. Yovanovich. You said that this is not designated as panther lands but panthers exist.

MR. YOVANOVICH: Panthers exist throughout Collier County.

CHAIRMAN HALL: Okay. So the 50 acres that we're talking

about where the 750 units are being proposed, that's over ag land. That's not over vegetated land?

MR. YOVANOVICH: That's correct. That's been already cleared.

CHAIRMAN HALL: And then if you'll go just a couple of -- maybe it's a couple of slides forward, you showed in a master plan of 1998 -- yeah, that one along with the lakes. Can you go back to the first map and kind of overlay those for me?

MR. YOVANOVICH: I don't know that I can overlay them, but I can describe them for you.

CHAIRMAN HALL: No. I'm just saying, just with your arrow there.

MR. YOVANOVICH: Okay. Where I showed you the lakes and the parks --

CHAIRMAN HALL: Right.

MR. YOVANOVICH: -- all this is lakes and parks.

CHAIRMAN HALL: Okay.

MR. YOVANOVICH: This was -- on the master plan, it was where the --

CHAIRMAN HALL: Originally the master plan was going to be in the vegetated area?

MR. YOVANOVICH: The preserve was going to be in the vegetated area.

CHAIRMAN HALL: Okay. And we're talking about 50 acres for the site, but we're talking about 58 acres to reapply with the Army Corps of Engineers out -- to take out a preserve. Is that the same -- is the 50 acres part of the 58 acres?

MR. YOVANOVICH: The -- yeah, 49.9. 49.9 acres is this area, and then there's -- it's hard to see, but you can see the farm road that kind of goes from here to here.

CHAIRMAN HALL: Right.

DRAFT

MR. YOVANOVICH: That's the other eight acres.

CHAIRMAN HALL: Gotcha.

MR. YOVANOVICH: Okay. That's the other eight acres. So that's the access road that will connect to Auto Ranch Road.

CHAIRMAN HALL: Okay. That clarified it. All right. Thank you.

MR. YOVANOVICH: All right. Okay. Let me get you back to where Wayne...

All yours.

MR. ARNOLD: Good morning. I'm Wayne Arnold. I'm a certified planner with Grady Minor & Associates here representing the applicant.

And starting with the slide that we have; this is our proposed master plan. Rich highlighted a couple of areas, primarily the area near the entrance for Fiddler's Creek on Collier Boulevard. We're realigning that. A big portion of that that's currently designated just above the arrow, that's currently designated as a business tract, so that would allow commercial shopping centers and other office uses.

We don't think the market's there for a large-scale commercial property along that entrance. So, we're reidentifying most of that tract as a residential tract that would also allow the senior housing project. We think that makes a lot more sense on Collier Boulevard than a large-scale commercial. And then just south of there we've reconfigured and retained a small amount of the red business park -- or we call it business tract area that would allow for additional offices and some miscellaneous retail that would serve primarily the residents of Fiddler's Creek.

The small red area that's located -- these arrows are not very precise -- but in that area, that's where the current offices are. If you go there, the Gulf Bay offices and some of their other administration functions for Fiddler's Creek are located there.

The other change that Rich mentioned, there was a true-up of this overall master plan. So, this iteration, this is one of the first digital versions of the master plan that has been created. These were all hand-drawn exhibits starting back in the early 1990s. So, this has been trued up based on the actual configuration of the golf course tract, the platted residential tracts, et cetera, so that reflects the internal road system that has been platted.

So that explains how that connection point was made. And as Rich said, not to get too into the weeds, but your code allows for administrative changes as you plat property to deal with configuration of internal roadways for these large master plans, set aside of the final preserve areas, and things of that nature. So that's what was -- what was handled there.

And then the larger change, obviously, is everything -- what we call Section 29. So, it's not a full section, but it is located in Section 29. And a good portion of that was designated, which we've been through, as a park area, part of what was a preserve area, then called reserve.

So, on the master plan today, we're reflecting the area that will be retained as preserve in green, and then the residential tract which would be the tan color, and then park areas that would be retained as open space around the 49.9-acre development tract.

So here -- and unfortunately, not a color exhibit from back in the day, but showing you the two primary areas that we're reconfiguring on the plan. Here's a little closer-up version of what's going on on the entrance on Collier Boulevard. But, again, Planning Commission -- and I don't think any of the residents in Fiddler's Creek had an issue with it. We reconfigured the business tract which was, you can see, a large B tract in favor of keeping a small B and then converting the balance of that to residential. And I think that's been well accepted by everyone.

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Here's Section 29. So, Rich has already showed you -- in essence, this on the left depicts everything in this area was called reserve back in the days. Everything to the right was open space and lake, and that open space area, as you have heard, allowed everything from active recreation to agriculture. It would have allowed polo fields, golf courses, et cetera. So active recreation for sure.

And then, of course, we're modifying that to identify on the 49.9-acre tract that would have the 750 units and then still retaining the "P" park designation for the surrounding lands.

So the tract does not directly abut the -- the development tract does not directly abut our neighbors to the north, and I know that they're here represented and here in the audience.

Here's a little bit of perspective on our Section 29 development area. And so the Royal Palm Estates to our north -- Boyne South for those of us who've been in town long enough. We started laying out where our 49-acre tract is. And you can see the large yellow line to the north represents the 49-acre tract line. When we apply setbacks where we can put the apartments, it becomes this area. So you can see the separation from the property line, which is the canal. It's 361 -- let's call it 350 feet at minimum up to 500 feet away from the neighboring properties to the north.

We will be providing a 15-foot-wide Type B buffer that separates multifamily from single-family use. It doesn't matter that we're separated by 500 feet. That's what the code requires, and that's what we're happy to provide.

Now, we also created this cross-section -- and I'm not going to take you through all of the cross-section, but it extends -- north is to your left on the cross-section. North is up on the color exhibit. But what we did, identified as you move across the site from north to south, you go from the canal to the north, across the open space areas, you get into our development tract and our landscape buffers that will

be provided adjacent to our neighbors.

We went out and took photographs of the existing property. So this is from Royal Palm Estates looking south across the canal that you can see in the prior aerial. We had conceptual elevations. The buildings have not been designed, but these were designed to be four-story over parking buildings. So, we have morphed in into the imagery what that looks like at the distances, and these are approximate, but -- so that would be the image that's viewed from the neighboring properties looking south toward the 750 proposed units in Fiddler's Creek.

So, there was discussion by experts representing some of the other neighbors about how this was incompatible, and multifamily is out of place here. And I would only tell you that the same people who were objecting have a multifamily tract in their community and that their density is very similar to what's allowed in Fiddler's Creek.

We don't think that this is incompatible, and in fact, our proposed height that we're asking for -- currently in Fiddler's Creek, multifamily units can be up to 150 feet high, and there are certain setbacks that are applicable, but the relationship of our multifamily to single-family is much greater in this concept than you would find in the balance of Fiddler's Creek.

We also heard a lot about this is an inappropriate land-use change because it's an isolated area. It's too hard to get to. So, I did a little Google mapping and determined that from the homes down here on Royal Hammock Way to get out to U.S. 41 and up to the intersection at Auto Ranch Road and U.S. 41, it's 1.99 miles. So, if you leave our community that we're proposing and get to the same intersection at Auto Ranch Road, it's about 1.95 miles. So, I don't consider that to be something that's an isolated district.

As you can also see that we don't extend farther to the east of the Boyne South community to the north. And as Rich briefly

mentioned, the areas to the north that contain 6L Farms, as we all know it, that qualifies for a village under your Growth Management Plan, and I fully expect that in the next several years you'll see a proposal for them to develop more housing and more commercial east on U.S. 41.

We also looked at a 10-mile radius around the project. And when you look at a 10-mile radius, we also associated drive times to demonstrate that from an employment standpoint, we have a lot of employers that are within 10 miles. And when you look at our time, we have Section 29 time and distances, we also had the Royal Palm Golf Estate time and distances that we did from Google mapping, and you can see that the times are within a minute difference to drive from their community or from Section 29. I don't think that's a significant difference, and I don't think that points us out as an isolated area.

But interesting, though, when you look within that 10-mile drive radius, we have all of Marco Island, and I think we're all aware how many hotels and other businesses that we have there as well as schools, hospital, Physicians Regional up on Collier Boulevard is also there, the multitude of retail opportunities, Lely High School, and other things that fall within this drive-time area. So, again, demonstrating that we're not an isolated district; that we're very much in the center of the mix.

And as Rich pointed out, you know, as a business owner that's located barely across the Collier County line in Bonita Springs, you know, it's a struggle to retain people, it's a struggle to hire people. And for those people that, unfortunately, have to drive here from Cape Coral, Lehigh Acres, other parts in Lee County, it's a chore, and it's significantly more than 10 miles. And I can tell you from somebody who does it in the evenings a lot of times, it's probably closer to an hour drive. So, if I can drive less than half an hour to be within a major employment center, this really does look good, especially for

our first responders and other folks who would be getting the first opportunity to rent these facilities.

A lot of good planning considerations. You know, we had objectors that talked about our density was too high. Well, we showed you how we calculated the density for both overall Fiddler's Creek or just on the Section 29 density. And I would tell you that under your Growth Management Plan, the only exception, because we are in the coastal high hazard area for increased density, is for provision of affordable housing. Your Emergency Management department reviewed this application. They're the ones who made the recommendation for the emergency generator purchases as well as the cots, to put those, because you don't want to put more people at risk for the sheltering, but you do want to make sure you have facilities elsewhere for them. So that's been well coordinated, and we're consistent with your Growth Management Plan provisions for that.

From a compatibility standpoint, I don't think it is an issue. It is very compatible. The separation that we're providing between multifamily housing and residential housing is greater than you would find under your typical Land Development Code. And in fact, Fiddler's Creek puts units much closer than we are from our neighboring property.

This isn't an isolated district. The drive-time exhibits and the other, just, distance to get back to U.S. 41 from both communities demonstrates that we're not creating an isolated area.

And I think we also need to point out that -- you'll hear a little bit more about it, but in addition to the affordable housing commitment that's been made, we will be reconstructing large portions of Auto Ranch Road to eliminate flooding and make it safer by installation of sidewalk. We committed to providing a CAT bus stop. Though not currently serviced on the roadway at Auto Ranch Road, there will be

the opportunity for a future CAT stop there, and that will be coordinated with Florida Department of Transportation. And then you'll hear Mark Minor talk to you about stormwater benefits that are going to accrue from the improvements we're making to Auto Ranch Road.

So, you know, we heard a lot of interesting things, but I think as Rich mentioned, I think much of the discussion at the Planning Commission got sidetracked on this whole "the preserve was committed," and I think it's been clear that this was not intended -- all of Section 29 was never intended to be part of a preserve. They're going to tell you that, you know, me personally stood up in 1998 and said they're proposing not to put residential density here. I did that in my capacity as what Mike Bosi is for you today. The application that was before us by Fiddler's Creek then said we're adding this acreage; we're not intending to spread density out there. That was 20-plus years ago, and here we are. We're proposing to put in some affordable housing that we all need, and we know we need it.

And I think we've got a good project and hope you can support it. Be happy to answer any questions you might have for me.

CHAIRMAN HALL: Good job, Wayne.

MR. MINOR: Good morning, Commissioners. My name is Mark Minor, and I'm a civil engineer representing the petitioners.

And I was asked to start off talking about access to the property, Section 29, from U.S. 41 down to Section 29. The proposed access is by Auto Ranch Road. It's an existing 20-foot-wide paved roadway with open swales in a 60-foot right-of-way. It is a public road right-of-way. It was deeded to the county back in the early '80s.

It shows some pictures up here, photographs at the -- at U.S. 41 and at the end and then along quarter points.

The asphalt and the structural elements of the road are in pretty good shape. We feel that the road is a little narrow. The shoulders

are not in very good shape. The roadside drainage is not in that -- very good shape, so it needs -- in our opinion, to operate into service, our proposed community would need substantial upgrades, and I'd like to go through those if I could. If I can find -- oh, there it is.

On this slide is the improvements that we're proposing for Auto Ranch Road and U.S. 41. At the intersection along U.S. 41, pretty standard improvements; extend the existing right-hand turn lane into Auto Ranch Road, and then the northbound left-turn lane would need to be constructed.

Number two is to reconstruct portions of Auto Ranch Road to elevate the finished ground above the 25-year, 3-day storm.

So, this is important. We did a survey of the center line of Auto Ranch Road, and there's a low spot about halfway down that goes below the recommended minimum road crown elevations within any part of Collier County. We have observed inundation of the road during regular rainy seasons. Not too bad, but an inch of water, two inches of water topping it.

And then after Hurricane Ian -- this is Auto Ranch Road after the hurricane, and there's several inches of water along a large stretch of the road. Obviously, we wouldn't want the existing residents nor the potential future residents to have to drive through puddles to get home every night.

So, we propose to elevate -- to physically elevate the crown in the road between just a few inches at the ends and up to a foot and a half in the middle in the existing low spot. So, the road would remain dry in a normal wet season and in most -- after most heavy storm events; of course, storm surge. In Ian, we would have remained dry there. So that's very important and a commitment that we're willing to make.

Number three is to widen the road and resurface it. We've got a

cross-section. It's right there. There it is.

So, again, there's 20-foot of existing asphalt and roadside swales that are in not very good condition, very little bit of shoulder that's existing. So in reconstruction of the road, we're proposing to increase the travel lanes to 11 feet with a four-foot paved shoulder on one side and an open swale. On the other side, non-mountable curb, a utility strip, and a five-foot sidewalk that would run from U.S. 41 down to the project.

We feel these are significant improvements and would provide adequate facilities to service our project and the existing residents and the future residents along Auto Ranch Road.

Number four, again, is the sidewalk shown on the cross-section.

Number five is to re-grade the shoulders, which is a benefit, of course, on this section.

Number six, existing today there's, I don't know, 15 driveways that connect to Auto Ranch Road. Most contain a culvert underneath the driveway closing in the swale. These culverts are of different materials, different sizes, and different operating conditions. Found some that are crushed, one that was missing. They're just -- they're in poor shape. So as part of rebuilding the one-and-quarter mile of Auto Ranch Road, we would replace each of the driveway connections with a brand-new culvert of same material and adequate size to direct water to flow underneath their driveways.

Number seven is along that point, that the driveways are of different materials and widths. And anyway, so after we install the new culverts, we would also provide the owner with a new driveway apron much like you see on many of the county projects that we are doing now.

As far as helping with the water flow, Auto Ranch Road does have some existing cross culverts. They're culverts that run from one side of the road to the other to allow the stormwater surface waters to

equalize. I've done some preliminary engineering and have identified at least one point where an additional drive cross-culvert would want to be installed, and also replace the existing cross-culverts underneath Auto Ranch Road.

The proposed apartments in Section 29, of course, would want to be provided with municipal water and sewer, Collier County water and sewer, so we would install an adequately sized water main with fire hydrants down Auto Ranch Road and also a sewage force main along there. So the capacity would be both for the 750 apartment units as well as the lots along Auto Ranch Road.

I do believe that while -- they would be provided with fire protection immediately, and then they could always get a water meter from the county, apply for a water meter and get water. The sewer would -- they would have to abandon their septic system and put in their own pump stations to get into that. This is a pressure system. But still, the water and sewer would be available to them.

Wayne talked about the bus stop at 41, so I won't talk about that.

So the developer would commit to making these improvements to Auto Ranch Road. We estimated the cost of what I just went through at $7.8 million of improvements just on the Auto Ranch Road portion of the property.

The immediate benefits to the surrounding neighbors, I think, most importantly, is with drainage and flood relief. The road would be elevated above the flood stages so it doesn't periodically become inundated. There would be brand-new swales on both sides of the road graded at an equal gradient all the way down from 41 down to Section 29 with brand-new functioning culverts under each of the existing driveways. So, when we get heavy rains, the water would -- today it moves slow or barely moves, and with these improvements it would allow the water to be able to traverse its way down Auto Ranch Road and get into the estuary down below

Section 29.

Do you want me to do water management now?

MR. YOVANOVICH: Yeah.

MR. MINOR: Is there a map? That one.

So as part of the access and utility corridor to the apartment complex, we're proposing to run the same cross-section that you see for Auto Ranch Road down along that old farm road. That road acts as a dam and blocks the water which naturally travels to the south, or down on this picture, into the wetlands and the estuary, finally into the backwaters in the Gulf of Mexico.

The cross-section for the roadway would be similar to section -- or to Auto Ranch Road, which would take up 60 feet. And you heard the number of the area for the -- that we were proposing to impact through that wetland area at 5.8 acres. Most of that is for drainage and water management.

So, we propose to have a collector swale along the northerly side of that road with cross-culverts underneath this new road to a spreader swale along the southerly edge of the road. So, in other words, we would be facilitating the movement of surface water flow from the north side of Section 29 down through the estuary.

Moving over to the development portion of the apartment projects, that -- the surface water management system would be stand-alone per South Florida Water Management regulations to where we would retain an attenuated 25-year storm. We would discharge to the south. So, there's no users south of us that will be impacted; however, the Boyne South neighbors to the north have that long, linear lake there. Some of that water could overflow or flow -- inflows into the site. And our preliminary water management plans show that we will be collecting that -- any offsite inflows along our northerly development boundary and carry them over to the access road from the end of the existing Auto Ranch Road to our

development and cross them -- pass that water through to the south side and let it go down into the estuary and move on to the south.

So, this project would provide additional drainage and much superior drainage along Auto Ranch Road than what we have today, and then it would also overcome the dam that was created by the farm road many, many decades ago by us passing the water -- collecting it, collecting the water first of all and then passing it under our new driveway to the south. So, any water that would be backing up and collecting along that linear lake would be able to sheet-flow out and then down through the new facilities that we're proposing to build.

So, if you have any questions, I can try and answer them.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Yes. You referenced a couple of times portions of Auto Ranch Road the plan is to improve. Which portions, or is it -- do you have a map that shows what you're going to do and where?

MR. MINOR: We may have a map, but no, the improvements to Auto Ranch Road are from -- including the intersection at U.S. 41 all the way down to Section 29.

COMMISSIONER McDANIEL: Basic -- so the reference of portions of Auto Ranch Road really is different improvements to Auto Ranch Road on portions of Auto Ranch Road, but you're going to improve the whole road to the crown for -- to be above the 25-year storm event?

MR. MINOR: Yes, sir. My reference to a portion of Auto Ranch Road is in the -- about halfway down Auto Ranch Road from 41 to Section 29 it gets really low; there's a belly.

COMMISSIONER McDANIEL: I get -- yes, sir. I got that. I just wanted to -- I just wanted to clarify, because both you and Wayne mentioned portions of Auto Ranch Road, and I just wanted to make sure -- my understanding was what you've got -- what you just said is

from 41 and the improvements there all the way down to the access road to Section 29.

MR. MINOR: Yes, sir. The cross-section that's on the screen now is what we're proposing; Auto Ranch Road, 41 to Section 29.

COMMISSIONER McDANIEL: Was any modeling accomplished with regard to the capacities for movement of water east and west on Auto Ranch Road? You talked about some -- some cross-culverts underneath Auto Ranch Road to move water back and forth. We don't want to negatively impact somebody by moving somebody else's water to them.

MR. MINOR: Yes. There was some preliminary modeling that was performed, and we relied on that.

COMMISSIONER McDANIEL: Okay. And I don't know if you're the appropriate person to ask, but when water and sewer is also extended down to the site, is there a requirement for the people on Auto Ranch to connect, or is it voluntary?

MR. YOVANOVICH: And I was going to hit that point. Since they're zoned ag land, it's voluntary. They're not required.

COMMISSIONER McDANIEL: Say that again.

MR. YOVANOVICH: The properties on Auto Ranch Road are zoned agricultural. They're not required to connect. It's purely voluntary if they want to connect to water and/or sewer.

COMMISSIONER McDANIEL: Thank you.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you, Chairman.

Yeah, don't say "portions," because that confuses us. It's the entire road. You don't want to mix words.

Ms. Scott, I actually have a question for you. So, seeing -- since we're on Auto Ranch Road, seeing those photos, historically what's been the county's position? I realize there's not 10,000 people that live on Auto Ranch Road, but is there a recent time that we did some

improvements on there? Is there something -- forget this. If this never happens, is there something in our future road improvement that would significantly enhance Auto Ranch Road at the county's -- you know, using the county's budget?

MS. SCOTT: A few years back -- a few years back the county undertook what we called the Lake Park flowway study, which is actually looking at stormwater in the area along Auto Ranch Road as well as Lake Park Boulevard, which is a roadway that runs parallel to Auto Ranch Road. And as part of that study for stormwater improvements in the area, we identified the need to improve Auto Ranch Road. The project is not funded, but it was a study that the county did undertake.

So in the future, if we were to undertake those improvements for stormwater, also potential looking at going through perhaps some grant opportunities to do a septic-to-sewer type conversion in the area, then absolutely we would look at improving Auto Ranch Road at that same time.

COMMISSIONER LoCASTRO: Did we do anything in the last three, five, six years, whatever, to make repairs? You know, hearing culverts are crushed, you know, culverts are all -- because the culverts serve a very important role. Have we done anything out there at a smaller level? I realize, like you say, oh, there was a master plan to maybe hit it hard, but have we done any type of just maintenance? Have we addressed those culverts or any type of drainage that was maybe at a smaller level as just part of normal road maintenance?

MS. SCOTT: I do not believe so, but I can check in our system to look at that.

COMMISSIONER LoCASTRO: Okay, thanks.

COMMISSIONER KOWAL: I have a follow-up.

Trinity, since you're on -- Trinity, can you just clarify. Just from my experience, if it's a culvert on a driveway, is it the county's

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responsibility or the property owner's responsibility to maintain the culvert?

MS. SCOTT: It is the property owner's responsibility to maintain the culvert for their driveway.

COMMISSIONER KOWAL: All right. Thank you.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: And this is just an after-the-fact thought. If this project were to be approved, are there any speed-control mechanisms to be installed on Auto Ranch? Because that's going to be a mile-long straightaway.

MR. BANKS: For the record, Jim Banks.

It's currently 30 miles per hour, and it will remain 30 miles per hour.

COMMISSIONER McDANIEL: That's not what I asked, Jim. I know it's 30.

MR. BANKS: I'm sorry.

COMMISSIONER McDANIEL: I'm talking about how do you get people to throw out the anchor?

MR. BANKS: Like traffic-calming devices?

COMMISSIONER McDANIEL: Yes, sir.

MR. BANKS: No, we're not proposing any traffic-calming devices. It's a public road. You typically don't put speed humps and that type of thing on a public road.

COMMISSIONER McDANIEL: Okay. I know there's positives and negatives that come along with, but that's something we may need to address at some stage.

MR. BANKS: I will talk a little bit more about that when I'm up.

COMMISSIONER McDANIEL: Okay.

MR. YOVANOVICH: That's a good segue. Mr. Banks is --

COMMISSIONER McDANIEL: Here he comes.

MR. BANKS: Good morning; good late morning. For the record, Jim Banks here on behalf of the applicant. I will be relatively brief.

My firm prepared the traffic impact study for this project. The project -- the traffic study was prepared pursuant to Collier County standards. Your staff reviewed the report, and they agreed with its findings.

The report was based upon the proposed development of a 750-unit apartment complex, and we determined that the trip cap that would be applied on this project is 343 p.m. peak-hour, two-way trips. The report also established that at project completion and in considering the improvements that Mr. Minor had mentioned, which I'll discuss a little bit more here in a minute, that at project completion, that the Auto Ranch Road will operate at Level of Service C standards and at a volume-to-capacity ratio of 42 percent. So that means at project completion there is a 58 percent surplus of capacity remaining on Auto Ranch Road.

We also determined that U.S. 41 -- am I too close to the microphone? -- that U.S. 41 would also operate at Level of Service C and at 80 percent of its capacity.

So, the traffic study concludes, and as agreed to with your staff, that the proposed apartment complex will not negatively impact the adjacent road network and that there -- that the roadways under influence have adequate capacity to accommodate the traffic associated with this project. Now, this conclusion also considers the improvements on Auto Ranch Road, which again, begin at U.S. 41 and extend all the way down to Section 29.

So, the improvements, I refer to them as both safety improvements and capacity improvements; again, widening the lanes, the north/south travel lanes on Auto Ranch Road the entire length of Auto Ranch Road. We'll also be providing a paved shoulder on one

side of the road, and on the other side of the road we'll have a curb-and-gutter feature as well as a sidewalk that's offset of the road.

The roadway will be elevated in those sections where it's needed. So again, the entire length of the road is being improved, but in those lower sections where the road has a tendency to flood, it will be elevated. But the cross-section, as shown now, is what the drivers will experience the entire length of Auto Ranch Road.

There will be roadside drainage feature improvements, which includes reestablishing the swales and culverts.

In addition, the corridor's drainage outfall will be reestablished, which is a very important element of the drainage operation. As I said before, the speed limit will remain posted 30 miles per hour legally enforceable, but we are not proposing traffic-calming devices.

There will be intersection improvements at U.S. 41 and Auto Ranch Road. As you can see from this aerial, the right-turn lane that's on U.S. 41 today is grossly substandard. The developer commits to extending that right-turn lane to meet FDOT standards. In addition, if you're traveling northwest on U.S. 41, we're also going to -- the developer will also construct a left-turn lane for those motorists that want to turn southbound on Auto Ranch Road. These are very important safety improvements that the developer will undertake.

I submit to you that these proposed safety enhancements on Auto Ranch Road as well as at the intersection at U.S. 41 will substantially increase the road's capacity. Today in its current condition it's estimated to be 400 vehicles per hour peak direction. With these improvements, the capacity is raised to 600 vehicles per hour peak direction, and that is a conservative estimate. We're understating the actual capacity of the road.

And it will also provide superior safety features for the residents that live along Auto Ranch Road. And that -- one of the critical

features of that is that offset sidewalk along Auto Ranch Road that will accommodate pedestrians.

That concludes my testimony, and I'm happy to answer any questions that you may have.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you, Chairman.

Can you put back the traffic numbers, your --

MR. BANKS: Yes, sir.

COMMISSIONER LoCASTRO: Ms. Scott, have you seen this slide before, at least these numbers? Is this part of something you're aware of?

MS. SCOTT: Yes.

COMMISSIONER LoCASTRO: Okay. So, do you concur that these numbers are at least close? You know, they're always plus or minus, but are they -- you know, would you agree with the estimation of the trips?

MS. SCOTT: Yes, sir. They use the Institute of Traffic Engineers. We require that as part of our Traffic Impact Statement guidelines.

COMMISSIONER LoCASTRO: Okay. So, what I -- what I recommend to the other side before you come to the podium -- and as a said in my opening statement, I greatly appreciate the preliminary steps of the Planning Commission, but I watched and read the entire transcript of the Planning Commission, and a lot of discussion was about the increased traffic on Auto Ranch Road.

Let me read you an excerpt from one of many citizen e-mails I got, which -- we're here to separate rumor from fact. So, I'm going to read it verbatim. And I got this from quite a few citizens, and it was also mentioned in the Planning Commission discussion.

And I don't say this to take sides, but we're here to figure out truth, facts, details. We already heard several people talk about

preserves and panthers. And, you know, it's one thing to say, you know, I saw a tree and I saw an animal, but is it a preserve? And we have to deal with the law. We have to deal with facts.

And they're just two short sentences, but this is what has gone out on social media and also it came to all five of these commissioners in a plethora of e-mails. "If approved, this development will cause 4,000 vehicle trips on Auto Ranch Road exiting onto State Road 41 in East Naples per day. It will also destroy the storm surge protection of this preserve" and gives Royal -- "that it gives Royal Palm Golf Estates. It will further endanger the Florida panther, 35 of which were killed by vehicle traffic this year alone in Collier County, and other wildlife living within the Seminole State Forest."

I don't say that to pick sides here, but there's a huge difference in what is being sort of told by you-all and what we're going to hear.

So, what I would tell the other side is we're here to hear you prove this. So, if these numbers are wrong and it's 4,000 trips, boy, I've got a significant issue with Auto Ranch Road and with Section 29. If the trips are in the several hundreds, we've approved projects where vehicular traffic was much greater. And if it's on an improved road that you're going to spend $7 million on improving, I have a lot less concern over the number of trips I see on this slide than the 4,000 that came to us in a flood of e-mails from citizens who all were begging us to disapprove of this project of which, if this was true, it would be one of my main concerns, and probably all of us.

So, what say you? I've already heard from Ms. Scott who I consider our traffic expert. I know there'll be an opposing view, which I welcome hearing. But we have to -- we have to sort out what maybe the people before us who heard the preliminary presentation might not have sorted out.

MR. YOVANOVICH: I think -- and I'm sure Trinity will correct me if I'm wrong -- is the way Traffic Impact Statements are

done in Collier County is you do it based upon the peak hours, the morning peak hours and the afternoon peak hours. That's the critical time because that's when you're going to have the most people on the road at the same time. So that's the analysis we do is the peak-hour trip.

There are -- there are going to be trips throughout the day. And I don't think their number is wrong for total daily trips, but that's not how you measure capacity and how you measure safety. You measure traffic and safety based upon the peak hour, because people come and go throughout the day.

So I don't think they're wrong in telling you that there's going to be 4,000 trips a day, but that's not the safety analysis that's done. The safety analysis that's done is at the peak hour.

So I think what they're trying to imply is this great number of trips is going to make the road unsafe. That's not factually correct.

COMMISSIONER LoCASTRO: Ms. Scott, your comment on that; true or false?

MS. SCOTT: Mark it down: I'm going to agree with Mr. Yovanovich.

COMMISSIONER LoCASTRO: Okay.

MS. SCOTT: Yes, that's true. We do look at the peak times for the highest concentration. That's the highest concentration that we anticipate having those vehicles out there. But certainly they're going to have traffic throughout the day.

COMMISSIONER LoCASTRO: Would you -- and this will be my last question. Would you agree that if the -- if in the end the 750 units were approved, could the current Auto Ranch Road, as it sits right now, sustain the traffic that would go back and forth to those units, or the improvements they're making would be a requirement, not sort of a carrot or a benefit, but it would be a requirement for that project due to the increased trips and the large residential area that

would be created if it got to that point? What would be your professional opinion?

MS. SCOTT: From a pure technical standpoint, can it withstand those trips, yes, it can from looking at our capacity manuals and things like that. But would that -- that's not what staff would recommend.

COMMISSIONER LoCASTRO: Okay.

MS. SCOTT: We would -- we would say we would want the improvements. That is a lot of traffic going down a roadway that we know does have some stormwater challenges, so you really don't want to have an additional 750 units at the end of that without having some improvements to it.

COMMISSIONER LoCASTRO: When you looked at the schematics of their proposed drawing of what the road would look like, with your expertise, does it look like that their $7 million enhancement hits all the bells and whistles of the things that you look for? If we had the 7 million and we were going to upgrade that road, would it look very similar to this, or is this even above and beyond what the county standard normally is? I'm just trying to get an idea of quality of improvement compared to other things that the county does or that we expect of other developers.

MS. SCOTT: This is what we would expect to do. Certainly, the addition of the sidewalk with having the 750 units at the end is certainly something -- perhaps if I was looking to improve that road, we always look to put a sidewalk in, but we would look at what we had from a funding standpoint and all of that. So yes, I mean, raising the road is a significant improvement to what we're dealing with today.

COMMISSIONER LoCASTRO: And what's the height of the road -- what's the height of the road now and what it could be if you did this? How much higher would it be raised, ballpark?

MR. YOVANOVICH: Well, I think he said it could be from inches to 18 inches in the middle that we're raising the road. It's significant.

COMMISSIONER LoCASTRO: Okay. Which some people think is a small amount, but raise the road 18 inches, and just look at what we did in Goodland. It made a significant difference. Yeah, absolutely.

Okay. Thank you, sir, and, ma'am.

MR. YOVANOVICH: If I could just -- and I'm going to bring up Tim to talk about the conservation qualities of the land in a second. But I want to point out something, all of the expert testimony at the Planning Commission was that we met all the criteria from a conservation standpoint, from a transportation standpoint, and from a water management standpoint. There was no expert testimony to the counter of that at the hearing.

So going on let's talk about facts, that's what we're trying to present today is what is the expert testimony. Not what people may feel, but what's the actual expert testimony. It's taken a little bit longer than I had hoped, but I want to make sure that it's all in the record not only for you-all but for -- again, for the people who live in that area. And I'll bring Tim up, and then we'll have a conclusion slide and --

CHAIRMAN HALL: I have a real quick question about the traffic study. It says a.m. peak hours, p.m. peak hours. What is the -- is that one hour or several hours?

MR. YOVANOVICH: I'm going to -- I know it's from four to six in the afternoon. I don't --

CHAIRMAN HALL: Okay. So it's not just, like, in an hour's time?

MR. YOVANOVICH: No. There's a -- we've been doing these for -- I know enough now that Trinity's trained me to give you those

answers. So even though she was agreeing with me, I was actually agreeing with her.

CHAIRMAN HALL: Good. Thanks.

MR. HALL: Good morning. For the record, Tim Hall with Turrell, Hall & Associates. I'm the environmental consultant here on behalf of the petitioner.

I'll start talking about, I guess, the quality of the habitat in terms of listed species. The big one that everybody keeps talking about is the panther. The exhibit I have up here shows kind of a little regional area. And when the wildlife agencies were developing the management plan for the panther to try to help prolong the species, they looked at all of the habitats within the panther's range, and they kind of ranked them. And they looked at those highest priority areas where there was the most use where prey species were being -- were present, where the panthers were moving in terms of corridors, and they ranked those. They gave those highest quality habitats a designation of primary habitat. The kind of buffer areas and those that were still being used but not to the extent, they qualified as secondary habitat. And then other lands are just designated as "other lands."

And so what this exhibit shows is that when they were doing that exercise, the primary habitat, if you look at -- Rich had a map up earlier that kind of showed the Sending Lands and Receiving Land kind of areas. And you can see that the primary habitat kind of mirrors the Sending Land boundaries to the north of the project, and the secondary habitat kind of mirrors those Receiving Land areas.

The land south of U.S. 41 was not designated under the panther management plan as primary or secondary habitat. It was looked at "other lands." That's not to say that panthers can't -- sorry. That's not to say that panthers can't go down into that area.

MR. MILLER: Give me a minute.

MR. HALL: And the FWC, the state wildlife agency, does have a tracking system where when cats get collared they're able to -- they used to do it by planes. They would fly three days a week, rain or shine, and the guys would use the radar tracking to triangulate the panther locations out of these small planes. I've done that. If you don't have a very strong stomach for the guy doing circles in the airplane, it's no fun. But they actually were able to pretty accurately find and designate where all of those panthers were and how they moved around.

With the advent of technology, they use GPS collars now, so it's a little bit easier. They don't have to do quite so many aerial flights and all.

But I say that because there are exhibits that show that there are -- there has been panther movement kind of around this property. One of the reasons -- and I can't speak for the wildlife agencies, but I have, you know, worked with them quite a bit. The area south of 41 with Fiddler's Creek and the mangrove habitat that's down there and all, mangroves are not primary preferred habitat by the panthers and all.

So this area between south of U.S. 41 and San Marco Road and 951 kind of forms this little cul-de-sac. So when you look at the panther movement through there, based on the radio telemetry and all, you can kind of see that they'll come down into that area, and then they'll leave. They kind of loop down, and so they don't spend a whole lot of time around this site. And that's kind of why it wasn't looked at as high-quality habitat when any of these were being established.

When you get to the property specifically -- I think I might have lost control.

MR. MILLER: What is going on?

COMMISSIONER McDANIEL: Gremlins.

MR. HALL: There we go.

So the property itself, originally it was cleared and used for row crop agriculture. After the row crops, there was a time frame where there were some nursery operations that happened out there, and then in the most recent time frame, the last, I don't know, maybe 10, 12 years, it's been pasture. It's been used as pasture.

And so when we went through the process with the Fish and Wildlife Service and this area was offered for preserve, they use a -- kind of a complicated math problem, math equation to look at what that value is in terms of mitigation or benefits for the panther.

And as I showed you on the slide before, because this was outside of any of those designated areas, this -- the property as a whole, both the Section 19 and the Section 29 preserve areas, were treated as one-third of the value as if they would have been in primary habitat. So they're discounted by that value initially.

And then looking at the type of habitat that's on there, the highest quality habitat has a numerical ranking; it's called a PHU value of 9.5 PHUs per acre. And you get down to exotic vegetation, which is 3 PHUs per acre; water, which has no value.

So the pasture area was looked at a lower value, and when we made the application to try to just amend the Estancia project, the value associated with this 50 acres out of the 1,300-plus that the project was providing, this -- the value of this one was 119 PHUs. So you can see it had a very low value in terms of the credit that Fish and Wildlife Service gave to the project in terms of the panther mitigation.

The two other species that were also addressed in the discussions with Fish and Wildlife Service was the Florida bonneted bat and the American crocodile. The bonneted bat needs tall, relatively large, like 15-inch DBHs or bigger cavities in trees for their roosting and all. And you can see on the pasture areas there are no trees that meet the criteria that would support any type of bonneted bat roosting.

Foraging can occur. They like to forage over the open-water areas and all. We did some radio echolocation monitoring out there and did not see any evidence of any Florida bonneted bats in this area based on the echolocation surveys that were done.

And then the last species was the crocodile. When we originally permitted this project with Fish and Wildlife and all, the crocodile was not an issue. After we made the application, I believe it was in 2019 or 2020, there was some crocodile nesting that was documented to the east of the Curcie fill pits, which are -- this is Curcie. Did that show up? The fill pits.

In the marsh mangrove area to the west of those fill pits, I believe there was two crocodile nests that were documented down there. So that was an additional -- when we were trying to make the modification to this project, they asked us to verify whether or not there was any crocodile use within the farm fields or the project area, and so I did a crocodile nesting survey and found no evidence of any crocodiles. There are alligators within the ditches there, but we didn't see any evidence of crocodiles at that time.

So as Rich had said, the application that we had made previously to Fish and Wildlife Service didn't have really anything to do directly with the development of this parcel. The application that was made to Fish and Wildlife was to amend the panther mitigation that was provided to the Estancia project and make that change.

Fish and Wildlife came back and denied that application, but a lot of the denial was based on process in terms of -- the Army Corps of Engineers permit had expired, and U.S. Fish and Wildlife Service process, through their Section 7 consultations and the Endangered Species Act, has to have a permitting agency -- they call it a nexus. Commissioner LoCastro probably knows this better than I do in terms of how the different agencies interact with each other.

COMMISSIONER LoCASTRO: Poorly.

MR. HALL: But without a -- without a -- without an active Corps application, the Fish and Wildlife Service basically said they would not act on our -- on our request to make that amendment and so denied it.

And as Rich said early in the presentation, as this moves forward, if it is approved, then a new application will go in to the Corps of Engineers which will address the impacts associated with developing this property as well as that mitigation associated with this property that was assigned to the -- to the Estancia project. So, essentially, there will be two different mitigation analyses done that -- which will provide the credit back towards the Estancia project plus the impacts that would be associated with actually developing this and removing it from the -- from use by any of the cats or other listed species.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Can you go back to the map that has the striped maps that show primary and secondary. So my first question is, for the record, can you define the difference between the yellow primary section and the purple secondary section with regard to level of panther concern, preservation; define the difference between those two areas.

MR. HALL: So as I said, the yellow striped area is the primary habitat. That's the area that the Fish and Wildlife Service and FWC consider has the most benefit and the most value to the panther. So if you go in with a project to impact lands within those areas, they will assess a higher mitigation value to those lands in order to impact them.

COMMISSIONER LoCASTRO: And the secondary one would be similar but less of a mitigation?

MR. HALL: Yes.

COMMISSIONER LoCASTRO: But the reality is, a major portion of Royal Palm Golf Estates sits in the secondary area, correct?

MR. HALL: No.

COMMISSIONER LoCASTRO: No?

MR. HALL: The Royal Palm is also south of 41.

COMMISSIONER LoCASTRO: So, in that secondary area, there's no residential communities at all?

MR. HALL: No, there are.

COMMISSIONER LoCASTRO: Yeah.

MR. HALL: I think Greenway Road. There's a couple of the little roads that go to the north there that are up in there.

COMMISSIONER LoCASTRO: Yeah, okay.

COMMISSIONER McDANIEL: 6L Farms.

COMMISSIONER LoCASTRO: Yeah, 6L Farms and all those.

So one of the things that I say to the folks that are going to come up, you know, I guess probably after lunch, in opposition is although the Planning Commission had three days and uncovered so many things, went in so many different directions, please listen to what the five commissioners here are asking of this group. These are the things that we're zeroing in on. We do this full-time with lots of other things, many things that don't even come to the Planning Commission or just conversations we have with developers.

So it's important that the questions we're asking aren't steering us to a certain preliminary, you know, decision, but these are the particular things we're zeroing in on: Traffic density, preservation, the wildlife, water runoff. We're trying to get down to the brass tacks.

And some of the numbers on their side differ on your side. It means that maybe some of them are -- like, Ms. Scott said, the numbers for traffic actually are not incorrect. It just depends on perception, and you could be giving a perception that's actually not how we do it, maybe.

And the other cases, the things that you -- that are important to

you, make sure it's important -- or it is important that you hear the questions that we're zeroing in on, because those are the main points that lead to our decision, not a recommendation, a decision on what's going to happen.

So things that you don't hear, it doesn't mean they're not important, but all of you who have been in my office, and it's almost everybody in this room, I said over and over again, "Pick the main, huge points. Don't go down a rabbit trail on Point No. 11 which actually has merit but might be a lot less significant to our decision here today."

So I hope that helps. If it doesn't -- but it's my view. But I appreciate your clarification on the map.

CHAIRMAN HALL: Mr. Hall -- that sounds pretty good, by the way -- I have a question.

So back in the day when Estancia was come [sic]

, they could have mitigated the panthers for a million dollars, and in lieu of that they offered Section 29 in lieu of paying a million dollars; is that correct? A million dollars would have solved all the panther's credit -- solved all the panther's problems.

MR. HALL: The original -- the mitigation requirement for the Estancia project -- and forgive me, these numbers may not be exactly right, but it was about 2,400 PHUs; 2,400 PHUs. The properties in Section 29 and 19 that they offered for preserve provided 1,390-some-odd PHUs. They still had to go purchase that other thousand that they were short from the bank.

They had the option to purchase that whole 2,000-and-some from the bank, and they used this option as a -- as a -- kind of a way to lessen that offsite purchase that they had to do.

CHAIRMAN HALL: So, my point in asking that question is --

MR. HALL: How much -- if you looked at that number, the 1,300-and-some that this whole preserve area provided, about $800

per PHU. So, 1,300 would be about a million, a million-one, a million-two.

MR. YOVANOVICH: And I would just want to point -- you're right. I would point out Section 19 was additional lands within that. So I don't know how many, you know, what, 400 acres in Section 19?

MR. HALL: Three hundred.

MR. YOVANOVICH: Three hundred. So, it would be even -- you're right. They could have just bought it for a million dollars, and we wouldn't be sitting here today, or even less. We could have gotten that for $100,000, and we wouldn't be sitting here today.

CHAIRMAN HALL: My point was money would have solved the panther's problem.

MR. YOVANOVICH: Absolutely.

CHAIRMAN HALL: So now you're -- I saw something earlier in a bullet point or something where the applicant is asking -- you know, we will provide twice the amount of panther coverage to be able to take back the obligation that they offered in the first place.

MR. YOVANOVICH: Correct. We had talked to the agencies about paying 200,000 to remove the 58 acres, and they wanted a million-six.

CHAIRMAN HALL: Okay. Great. Thank you.

COMMISSIONER LoCASTRO: And if I just might clarify, they wanted a million-six, but it was, like, in a different county.

MR. YOVANOVICH: Glades County.

COMMISSIONER LoCASTRO: Yeah.

MR. YOVANOVICH: Which was hard for us to understand how that really benefited Collier County. But, you know, it's the federal government.

We're at the end of our presentation. Your staff is recommending approval of all three petitions: A change to the DRI,

a change to the PUD, and the change to the Growth Management Plan. Your staff are experts in their individual areas of expertise.

It is a -- it's an arduous process to get through to get here, and we wouldn't be here if staff weren't recommending approval and satisfying all the criteria for making sure we're handling water management, we're handling traffic, we're handling environmental-related issues.

We have checked the box with every one of your staff reviews and in their expertise, and we're requesting that -- this is -- this is a project, focusing specifically on Section 29, that you-all have identified as a priority to provide affordable housing. We are doing that. We are doing it in a location that makes sense. It's close to employers. It's on lands that are not environmentally sensitive, and it is going to be done in a safe way including roughly $7.8 million worth of improvements to Auto Ranch Road that we would make, I would think is probably above and beyond what the county might do themselves, but we're doing it because it makes sense for the residents on Auto Ranch, but it also makes sense for the residents who are going to reside in our community.

That's our presentation. If you have any more questions regarding everything we've gone into, we're happy to address them or turn it over to however you want to go next as a Board. If you want to go to staff, take a break, or whatever you want to do.

CHAIRMAN HALL: Mr. Bosi, how long do you think you're going to need?

MR. BOSI: Twenty, 25 minutes.

CHAIRMAN HALL: All right. So, we'll do you, and then we'll take a lunch before we hear public comment.

MR. BOSI: Mike Bosi, Planning and Zoning director.

Good afternoon. Hopefully I'll be able to wrap this up in 20, 25 minutes.

What I'm really looking to do -- we've expressed our recommendations within our executive summary. We've included our staff reports. I wanted to get some more pertinent things on the record. A lot of stuff has been covered by the applicant, so I can expediate those in a little bit.

I just wanted to go back to the Planning Commission recommendation. It was a recommendation of 4-0 on July 28th to recommend denial to the Planning Commission [sic]. They identified the importance of the GMP as being a high bar to pass, and they felt that the applicant hadn't met that. Lack of creating jobs, creating economic development, discourage urban sprawl, not adequately protecting natural resources, providing goods accessible to related land uses, and limited development in Coastal High Hazard Area to protect human life.

Those were the issues that the Planning Commission had identified to recommend denial of the petition, but they did have an alternative recommendation that they said if you remove all references to Section 29, all of the other master plan changes, the reduction -- or the reallocation of the land uses on Collier Boulevard, the internal modifications to the master plan, the floor area ratio, all those changes were recommended for approval by the Planning Commission.

As it was pointed out, since 1998 -- since 1998, from a local perspective, we have -- we have always anticipated -- we've always anticipated that some development was going to be -- and I'm just trying to find the actual page. And this is where -- this is -- '98 is when they added it. I think Mr. Yovanovich has already highlighted these. It's tough to read. But it's passive reaction; biking, hiking, launching, storage facilities, active recreational, agricultural, boat storage facilities within there.

And another thing I think that is important to understand, and that's within the -- that's within that section area -- Area 29, if you

look, it says, "In addition, there shall be a 0-foot setback line required from water bodies and structures." So, they're having -- the development standards that are contained within that section are not that demanding. If you look up to the top, your front yard, side yard, or rear yard's going to be 50 feet or 30 feet. So, what's that saying? Is the development that was going to be proposed since 1998 with a maximum height of 35 feet -- that's not -- that's not an actual height. That's a zoned height, but 35 feet -- could be within 30 feet or 50 feet of -- of the property line. Pretty -- places it in closer proximity to the development that's within Boyne South within the Royal Golf Estates. I thought that was significant.

And we've always known, for 26 years there's been land-use activity that has been allocated to Section 29. I think -- I wanted to put that forward, because during the Planning Commission, there was -- it was stated, I couldn't tell you how many times, that all of 29 is supposed to be in preserve. All of -- what they're referencing was the federal permitting act, and I don't deny that that could have been -- that that's the case. But what was done at the local level has always called for activity. Something was going to happen. Something was planned. Something was allowed for within this -- within this area.

Rich had alluded to the -- alluded to location in terms of where it sits within the Rural Fringe Mixed-Use District. The Rural Fringe Mixed-Use District was adopted in 2002. It became effective in 2003 because of some legal challenges. It's made up of a series of Sending Lands, Receiving Lands, Neutral Lands.

Sending Lands are the areas that are the most environmentally sensitive. You've got -- you want to really send the development away from there.

Your Receiving Lands are less environmentally sensitive; more prone to development. It's where you want to receive that

development.

Neutral is -- is neither environmentally sensitive or directly prone for development. So, they're really outside of the program, and they're entitled to, you know, your traditional agricultural uses that it's originally zoned for, and I think that's important.

I will acknowledge that as you -- this is the -- basically the southernmost portion of the -- of that land use that is -- been disturbed, because the rest of the land uses basically make up your Rookery Bay estuary, your Collier-Seminole State Park system. So, the land is environmentally sensitive. But this is -- where this is being proposed is the end of the disturbed area, and then south of that is when you really start your environmentally sensitive areas.

And Mr. Hall referenced, you know, the utilization of this area in limited fashion from the panthers as well.

The next slide I wanted to put up, it just highlights some of the other activities that are being requested. Not only -- and I think Mr. Yovanovich is probably going to cover this. And I don't have to get into it -- but changing the intensity from group homes from 26 units per acre to .60 for floor area ratio to allow for the provision of a CAT bus stop, removal of lakes, and reconfigure the residential and the business tracts along Collier Boulevard.

So, there is -- there's a lot of different things that are being asked for. There has been objections from -- obviously from the Boyne South folks relating to the affordable housing. There has been some objection from homeowners within -- within the Fiddler's Creek about the relocation of some of those internal alignments. And I want to really -- I really want to address that point with these next couple slides.

So, this is the master plan that currently exists with the '18 ordinance. And as you can see, I have circled in red here, you have a road that comes down and ends here. And when you go to what's

being proposed, we see that road now extends here. So, what the objection has been has been that folks that live in the neighborhoods to the west are objecting to that amount of residential development that is now going to be routed through their individual neighborhood saying that it all -- and a lot of the statement has been a generalization: It's all going to end up onto 951.

Now, there's some other access routes towards where they could access to 41 that probably has a little bit different distribution of where that -- where those trips are going to be, but that's really irrelevant to the point that I want to make. And it's related to what our code says, what our Land Development Code says about this particular activity of modifying some internal realignments within a master plan and what that master plan does and does not vest.

And that's related to 10.02.13. These are our PUD procedures. So, these are from our Land Development Code. And it basically says, this is what -- this is what staff is obligated to follow when we're proposing a PUD or a PUD master plan. And I highlighted the pertinent area for this development. And it says, effective -- and this is under C, "effective Planned Unit Development zoning." And it says, "The development in the area designated as the PUD district on the official zoning atlas shall proceed only in accordance with the adopted development regulations, and master plan does not authorize or vest the location, design, capacity, or routing of traffic for access point depicted on or described in such ordinance or plan."

So, it's a lot of words, but what it's saying is there's no vesting within the location design, capacity, or routing of traffic for any one access plan depicted on or within such plan. So that statement stands by itself, and staff feels that gives the reader the understanding that that PUD master plan is conceptual -- conceptual in design and is not a Site Development Plan.

And it's further refined with this section where it talks about

minor changes, and this is how you deal with minor changes within a PUD and within a PUD master plan. And basically underneath 3, minor changes, "The County Manager or designee shall also be authorized to allow minor changes to the PUD master plan during its subdivision improvement plan or Site Development Plan process to accommodate topography, vegetation, or other site conditions not identified or accounted for during its original submittal, and review when said changes have been determined to be compatible with adjacent land uses have no impacts external to the site, existing or proposed, and is otherwise consistent with the provisions of this code and the Growth Management Plan," and these changes shall include, the very first one, internal realignment of rights-of-way including a relocation of access points onto the PUD itself where no water management facilities, conservation/preservation areas, or required easements are affected. That second provision authorizes staff to make those modifications that the platting -- that this master plan is trying to catch up to.

So staff feels we have been within the rights that the Land Development Code -- the instruction that the regulations are contained within the Land Development Code in terms of moving forward with approving plats that maybe aren't 100 percent in alignment with the site plan, but that's -- or with the master plan, but that master plan is not a site plan. It's a conceptual development plan, and the LDC specifically within these sections allows for staff to take those administrative functions.

Another aspect that we wanted to -- just to highlight -- and this is related to the distinction between our local permitting and our federal permitting -- and this is straight from the Florida Statutes, and it talks about development permits and orders. And you go down to --

MR. MILLER: Sorry, Mike. It's some sort of a Zoom issue.

MR. BOSI: That's all right.

And if you look at No. 5, "For any development permit applied -- application filed with the county after July 1st of 2012, a county may not require as a condition of process or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the action of the local county." So what he's saying, has the -- has the agency issued a final development permit?

And then second, 6 says, "The issuance of a development permit or permit ordered by a county does not in any way create any rights of the party or the applicant to obtain a permit from the state or federal agency and does not create a liability on the part of the county for issuance of the permits if the applicant fails to obtain requested approvals or fulfills the obligations imposed by the state agency or undertakes actions that results from a violation of state or federal law. A county shall attach such a disclaimer to the issuance of the development permit and shall include a permit condition that all other applicable state and federal permits obtained before commencing development."

That's what we do within every single one of our PUDs. Within our PUDs, we say that when you come for a Site Development Plan and a plat, and actually the development order that will be associated with those building permits, you're required to show your federal and state permitting, but not until that stage. We are at the entitlement stage. It still has to go through an SDP or a plat and then the request for building permits before that -- before that preconstruction meeting would happen.

So in that regard, there are two distinct processes, and we think we are -- that the county is within its rights in terms of acting upon the request that we -- that we currently have.

And one last thing staff would like to get on the record, and I can

wrap it up. Hopefully I'm within that time frame I estimated. But I did notice -- and Mr. Yovanovich had recommended, staff is recommending, but staff is recommending approval with conditions. One of the conditions that was contained within the staff report, and staff is still requesting, is that a type -- a 15-foot Type B landscape buffer be provided along the northern -- the northern and western portions of the development area.

And another aspect -- and another reason that staff is looking at, and it's one of the things that -- or that helped us reach a recommendation of approval, if you look at the development area on the eastern side, the closest proximity to the development area of the apartments and the amenities to the south side of the canal is 361 -- is 361 feet. On the west side, to the north side of the canal, you're at 518 feet. Now, what's being proposed is the maximum height of 69 feet.

So, from the west side, you're close to nine times the height of the building setback, and on the eastern side you're closer to seven times the height of the building setback. Those are -- those are significant setbacks that help mitigate the impact of this potential development on the residential development that sits to the -- that sits to the north of the property. That was one of the reasons staff, from a design standpoint, felt that compatibility could be arranged.

From a public benefit standpoint, the 225 units that are being proposed as income restricted is a significant benefit. If you remember, this Board of County Commissioners provided over $3 million of money for affordable -- from our surtax fundage for Ekos on Collier, and that was 162 units of 100 percent affordable. This -- this proposal is significantly higher than that proposal. Both of those proposals were in the Coastal High Hazard Area, and because of that both of those proposals do have to mitigate. The applicant has -- has indicated they are willing to provide for the cots that are

requested from EMS as well as the portable generator to provide for the -- to provide for the expansion of the sheltering facilities within the county.

That -- in addition to the improvements upon Auto Ranch Road, one of the things staff was wondering as part of the Planning Commission presentations, what was the value? What's the estimated value of those improvements? And I think there was significant consideration that's going to be required for that, as well as the bus stop, as well as the contributions to EMS.

Those reasons, with the site planning, are all the reasons why staff arrived upon this recommendation of approval. But staff would be insistent -- if there was a recommendation of approval, we think that the setbacks that are provided for within the current display has to be incorporated with into the PUD. It's not explicitly incorporated within the PUD. And because of that and because of that separation, that's one of the reasons why staff was able to sign off in support of the program.

And with that, any questions you would like for myself, Ms. Scott, or Ms. Cook, or any other staff.

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chairman.

Yeah, Mr. Bosi, I just -- real quick. I just want to kind of touch on some things. The way the language is written right now, from what I understand from Mr. Yovanovich's presentation, and you just reinforced it yourself, the particular 49 plus/minus acre section that right now basically has been used as farmland, agricultural, and it's clear-cut, it's not part of the vegetated area of Section 29, but you said that it could be used for several different things the way that it's written right now, like boat storage. And I'm just kind of, like, spit balling. Could they do, like, dry boat storage, like put buildings? Because it says you could go up to 35 feet.

MR. BOSI: Yes. It's --

COMMISSIONER KOWAL: They can do, like, dry storage, like almost storage buildings up to 35 feet for boats? And what would the setback be according to what the language is now?

MR. BOSI: It's kind of tough because there's no real road system there, but the most prohibitive setback is 50 feet for rear and front, so -- and it's 30 feet on the side. So it would either be 30 feet or 50 feet from the property line that that would have to be set back.

COMMISSIONER KOWAL: You could have a building as big as a storage boat facility building, as big as 35 feet high within 30 to 50 feet of residential property as the way it's written right now?

MR. BOSI: From the -- from the property line of their development envelope, it would have to be set back, yes, 50 feet.

COMMISSIONER KOWAL: Okay. And could the developer, the owner, could he go in there and put, let's say, a tennis/pickleball court center that he could build in there for his residents and/or members of his club for Fiddler's Creek?

MR. BOSI: I think that would fit. Recreational facilities is one of the allowed use -- allowed uses within Section 29 currently.

COMMISSIONER KOWAL: And would they have -- of course, they'd have the right-of-way to get back there, and Auto Ranch Road would more than likely be the way?

MR. BOSI: Well, that would be -- that would be the way that Transportation would direct them.

COMMISSIONER KOWAL: So that's just as of right now, if we did nothing, the developer -- the owner of the property still has these rights to do these things as it is right now?

MR. BOSI: Yes, vested -- vested by the PUD.

COMMISSIONER KOWAL: Thank you.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Mr. Bosi, the buffer height

that you -- the buffer that you talked about north and also to the west, what would be the required height that the county would -- if we approved this, would mandate?

MR. BOSI: I believe the trees only have to come in at 8 feet, and I believe it's 25 feet on center with a hedge that's planted at 3 feet that grows to 6 feet.

COMMISSIONER LoCASTRO: Okay. We got a lot of concern about Auto Ranch Road, and I think that we've talked about that, you know, quite a bit. A lot of concern from people talking about Marsh Drive. And just the short of it, is that a -- is Marsh Drive a concern? What would the county's recommendation be? Does it need to be enhanced? Would the increased traffic be above and beyond what we expect?

You know, a lot of Marsh Drive complaints came in kind of late, at least to me, and all of a sudden it was, oh, my gosh, you know, Marsh Drive -- or to Ms. Scott. What's the short version of our concern? Impact? Is that just somebody grabbing at straws trying to, you know, stop a project or slow a project, or do we have a real concern about Marsh Drive being impacted?

MS. SCOTT: That is an internal between the CDD and the HOA.

COMMISSIONER LoCASTRO: So it's a private road, as we discussed. I'm trying to get a little bit of this on the record.

MS. SCOTT: So from a traffic impact standpoint, we're looking at where that traffic is hitting the major county roadway network. So Fiddler's Creek development is one of our older communities within the county. It's a vested development. So when they're vested, we already have the trips for that -- those 6,000 units already accounted for within our transportation concurrency network, so where those trips are hitting U.S. 41 or Collier Boulevard.

So the internal private roadways, that is a private matter between

the community development district and the associated homeowners associations within the --

COMMISSIONER McDANIEL: So if they felt there was some sort of significant impact, they would have to address that with their citizens as we've discussed?

MS. SCOTT: Correct.

COMMISSIONER LoCASTRO: Okay. And then this might be for later, but just stew on this. So I appreciate all the details, all the specifics going through the maps and everything. But my question for you probably at the end of this is, why didn't the Planning Commission after three days agree with you, or why did they think what you presented was incorrect and they recommended something almost totally different than what our entire county staff is recommending?

So maybe that's not the answer for now. I have a feeling you're going to be back at the podium. But that's a big question, you know, for me. Three days' worth of testimony, most of it from Mr. Bosi going through all of this here, yet, you know, our Planning Commission after three days said, sorry -- you know, now they did agree to quite a bit, so I will preface that, that you said in the beginning. But, you know, the part that is really the biggest moving part that we have to decide here -- obviously, you've outlined how you don't -- you know, you don't feel it's a major impact. And all those bullets that they considered, I think you have a rebuttal to every single one.

But I would say hold that answer because I think we're also going to get a lot from the opposite side. But, you know, before any vote happens, that's really a big concern on my mind. If the Collier County Planning Commission isn't a dry run and it's a major preliminary step, why did they unanimously disagree with every single thing when it came to Section 29 that our educated, informed

county staff presented to them? I need that answer before I vote on this, so -- and I think you're the person to give it.

I'm sure Mr. Yovanovich is going to have an answer, because he's the applicant. I want to hear it from county staff. But I think right -- not now, or Commissioner Hall will kill me, because it's -- I think it's a long answer, but that would be something, I think, for you all to chew on.

CHAIRMAN HALL: It's something that all of us is wondering.

Commissioner McDaniel.

COMMISSIONER McDANIEL: Have you got an answer for him or --

MR. YOVANOVICH: I was going to ask him one question before the break.

COMMISSIONER McDANIEL: Okay. Help me a little bit with the density, Mike. This is -- this is a Rural Fringe Mixed-Use piece of property that's already been delineated as neutral. Help me -- help me get to the density request that's been -- that you're recommending approval on here from a -- go ahead.

MR. BOSI: Sure. As a whole, the current allocation within Fiddler's, about 1.52. This would take the overall PUD to 1.71, but that's spread over close to 4,000 units. As a -- as a net, it's 15 units an acre.

The most comparable that would be in close proximity, the receiving area, the blue area that was within the Rural Fringe Mixed-Use District, it's just right across the street from this development. If they did affordable housing, they would be eligible for 11.2. So basically, it's about 3.8 units above what they could do within the receiving areas when they have a project that contains affordable housing.

That was -- that was part of our evaluation. And the net density at 15 -- at 15 units an acre most certainly is much higher than what

the -- the Boyne South PUD is allocated. And we felt that because their access point is on Auto Ranch Road and that has no interaction with the -- with the Boyne South PUD -- and additionally, the proposed setbacks of being over 350 and 500 feet set back, we felt that that density would be ameliorated by that distance, and that traffic impact associated with this would not be experienced by the existing residential development to the north because there's no interaction within -- within the roadway system that accesses this apartment complex and that individual development.

COMMISSIONER McDANIEL: Okay. Being designated as neutral, what's allowed?

MR. BOSI: It's -- right now it's traditionally what your ag would allow for, and that's one to five units with residential development; any of your agricultural activities.

COMMISSIONER McDANIEL: And because this is in the Rural Fringe Mixed-Use District, are there any requisites of TDRs in this calculation to allow them to get to this density?

MR. BOSI: There's no -- there's been no consideration for TDRs, as this is a project that predated the Rural Fringe Mixed-Use District.

COMMISSIONER McDANIEL: Okay. That was the rationale -- that was the rationale behind not having TDRs, okay. That was one of my first notes from back in the beginning when Rich was talking, so -- all right. Thank you.

CHAIRMAN HALL: Any other questions? Go ahead.

COMMISSIONER SAUNDERS: Oh, no.

CHAIRMAN HALL: Okay. All right. This is a good time to break for lunch.

MR. YOVANOVICH: Can I ask the one question before the break?

CHAIRMAN HALL: Sure.

MR. YOVANOVICH: Actually maybe two, and it kind of goes to -- I think to what Commissioner LoCastro was asking you.

Would you agree that one of the first questions asked by the Chairman of the Planning Commission is, are you recommending approval of this solely because you're providing -- we're providing affordable housing; do you remember that question?

MR. BOSI: Yes.

MR. YOVANOVICH: Are you recommending approval of this project solely because we're providing affordable housing?

MR. BOSI: And that's one of the responses I wish I would have elaborated on instead of just a simple affirmative. It's one of the reasons. It's one of the reasons I just listed. It's one of the public benefits that we've identified. But not only the public -- not the additional public benefit of the bus stop, of the additional -- of the affordable housing, of the significant improvements upon Auto Ranch Road, but also the -- but also the fact that the site design has taken into great consideration the adjoining properties to the north and set themselves back.

Five hundred and thirty-one feet is a significant setback. That's a football field and a half away from your existing residential development. That type of distance will ameliorate the heights that are proposing, and with the additional buffering, we think can most certainly find compatibility within that built environment.

But it's not the -- affordable housing's not the only reason why. I think it's the most significant of the public benefits that's provided for. The drive time that was provided by their submittal showed a tremendous number of employers within that 10-mile -- within that 10-mile area that would -- that would be a prime location for the workforce and our essential services personnel to locate.

CHAIRMAN HALL: All right. Let's break for lunch. Let's come back at 1:30, and we'll begin with the public speaking.

(A luncheon recess was had from 12:41 p.m. to 1:30 p.m.)

MS. PATTERSON: Chair, you have a live mic.

CHAIRMAN HALL: All right. We are to the point now where we can start listening to the public comment. Is there somebody that's going to speak for --

MR. MILLER: Mr. Chair, I have three people submitted slips saying they represent an organization. The first one is Mr. Oldehoff, who is an attorney, representing the group, who has two experts; the other is Christine Koren, who represents an HOA or possibly two, I can't remember. One HOA. And then Brad Cornell, who represents, I think -- is it Audubon of Western Everglades, Brad? Yes. So would you -- and then we have 28 individual speakers.

CHAIRMAN HALL: Okay. I'm going to hold Brad to three minutes because we -- that's not actually a part of -- a party to the deal.

MR. MILLER: Yes, sir.

CHAIRMAN HALL: But we'll be glad to hear what you have to say.

MR. MILLER: Would you like to start, then, with these representatives?

CHAIRMAN HALL: Yes.

MR. MILLER: Okay. Gary Oldehoff. I'm sorry, I'm having trouble reading the handwriting, sir. Is it Oldchoff?

MR. OLDEHOFF: Oldehoff.

MR. MILLER: Oldehoff. I'm sorry, sir. Okay. And he has two experts that will be testifying with him, Dan Trescott and Max Forges.

MR. OLDEHOFF: I believe they'll speak to you after I've finished.

MR. MILLER: I believe they're supposed to be a part of the 15 minutes, but that's -- is that correct, the experts?

CHAIRMAN HALL: Yes, including the experts is 15 minutes.
MR. MILLER: Okay, sir.
MR. OLDEHOFF: We're ready whenever you are.
MR. MILLER: Do you have a PowerPoint, sir?
MR. OLDEHOFF: No.
MR. MILLER: Okay, thank you.
MR. OLDEHOFF: Mr. Chairman, members of the Commission, my name is Gary Oldehoff, and I represent a large group of people that have a very, very keen interest in this application.

Let me give you just a moment of my background. I've been a land-use law expert since 1990. I'm an expert in the Florida comprehensive planning law, I'm an expert in land use, I'm an expert in Comprehensive Plan writing. I've written Comprehensive Plans; I've done it all over the state.

And so I take a look at this, and I want to try to put this in the proper context, because it seems to be a little upside down. The first item on your agenda is a Comprehensive Plan amendment. That -- that has to be addressed first. If you do not approve the Comprehensive Plan amendment, you do not approve the PUD amendments associated with Section 29, because they are inconsistent with the Comprehensive Plan. The law is very clear on that. Now, you can take up a motion to deny that request because it's inconsistent with the plan, but that's how the law goes.

Now, something you haven't heard anything about so far is the law. The law is in the Comprehensive Plan Act. It's in the statutes that provide for how you create and form and modify and amend a Comprehensive Plan. That statute is in Chapter 163 of the Florida Statutes, and you haven't heard anything at all about what the law says you have to do with regard to a Comprehensive Plan amendment.

I had written a memorandum because I -- to the County Attorney because of that omission. You only have a memo in your packet that

deals with a rezoning. You don't have anything there that deals with the law of Comprehensive Plan amendments.

A Comprehensive Plan amendment has to start from the baseline that the Comprehensive Plan that is in existence that someone is seeking to amend is lawfully established in light of all the data that is available with regard to Comprehensive Planning and writing Comprehensive Plans. If someone wants you to amend a Comprehensive Plan, they have to demonstrate to you that this plan is out of sync with the data and with the analysis of the data, and it has to be changed.

If it's with regard to a specific property, it has to follow the requirements of the Comprehensive Planning law, the statute. It also has to maintain absolute internal consistency with all of the other elements of the plan. It has to be connected.

I heard somebody say during the Planning Commission discussions that there was something about a balancing of plan policies. That's illegal. That's clear. The statute couldn't be clearer. Section 163.3177(2), Subparagraph 2 says, "Coordination of the elements of the Comprehensive Plan shall be a major objective of the plan and the planning process. The elements of the Comprehensive Plan shall be consistent." You can't just pick and choose which ones you want.

Now, when I take a look at this as a County Attorney, as I was -- I sat in that chair, like that one, for 20 years. I'm coming to you, and I'm talking to you, and I'm inviting you to please question me. I'm telling you exactly what I would tell my county commissions and what I have told my county commissions.

I'm going to be perfectly candid with you. This application to change the Comprehensive Plan -- and mind you, what's available for that property is exactly what this developer wanted. It's exactly what he gave in return for entitlements to you as well as to the federal

government, and it's also exactly the uses that he says he wants. So that's your baseline. Your baseline is this is Neutral Land. This is ag land. This is a little tiny piece. This is ag land. It's one per four, and it is not a place where you can put any other units, including affordable housing units. This is not a transfer right. This is intended to be that dense.

So my take on this, in looking at this over the past almost two years, I'm going to really simplify it, and I'm going to be perfectly candid with you. In 35 years, I have never seen an application for a Comprehensive Plan amendment as unbelievable as this one. I've never seen one. This is breathtakingly illegal. This is breathtakingly illegal. It's also incredibly audacious. And what it's really asking you is how low will you go to give this applicant what it wants? How low will you go? What will a commission do for this applicant, to please this applicant?

This applicant has all the development entitlements that it ever asked for. It's used them all. It has never paid the bill. It has not given the county a single conservation easement.

I want to digress for a second. The easement. The problem with this is if you look at the 2018 master plan, the 2018 master plan for this property shows this property in an enlarged area of preserve. They changed the preserve on it. Now, during the hearings, we got this new thing which was, oh, wait a minute, it turns out that we left this land out of the masterpiece. It suddenly reappeared.

Look at the 2018 master plan. Compare it to the one that you're getting to make the modification with. But, anyway -- so there we are. Now, when we look at this, we are looking at this from the standpoint of affordable housing. Affordable housing, let's look at the affordable housing that we're talking about here. The affordable housing is between $84,000 and $110,000 -- 104,000. So if you make $80,000, based on the rent amount, you can live here. If you

make more than $104,000, you can't live here. A majority of your people that need workforce housing don't fall into that upper-crust category of this 80,000 to 104,000.

Look, if you make this amendment -- and I'm absolutely confident on this -- you will violate the federal law; you'll violate the Endangered Species Act; you will violate several sections, at least four sections of the state statutes; you'll violate the -- you'll violate the conservation easement that's on this property pursuant to a federal permit. You will -- and that's final action by the way. You have that in your materials. That's final action.

So when you heard a staff member who's not a lawyer tell you that the staff cannot consider that, number one, you absolutely have to consider that in connection with the Comprehensive Plan amendment. Absolutely clear. It only applies to development orders. It would only apply in the context of a rezoning, but that statute says, if the agency has said, "This is final," that's it. That's it. We're not going to reopen this. We're not going to amend it. It's done.

A question that was raised about, well, what about the value of this land? There is no dispute. That's undisputed. This land is panther land. This land is blue bonneted bat land. And how do we know that? Because Mr. Hall in his own expert reports that he gave to the Fish and Wildlife Service says it. And in the Fish and Wildlife Service analysis that they did for this permit, they said it, too. They said, "It's there."

Now, what did they say in their final letter where they said, no, we're done? They said, "We are not going to give back or take back that conservation easement." They said, the -- this is January 31st of this year. "The value to Florida panthers alone is especially significant as indicated by panther telemetry data showing the area is used by panthers" -- and this is about this specific land -- "is used by panthers and provides an important travel corridor. Because the 57

requested acres to be released are situated near the center of the full 606.8 acres designated for protection, the habitat fragmentation effect is larger than just 57 acres. Developing 57 acres in the center of this protected area severely compromises the entire area as a corridor and habitat for panthers. One of the most significant threats to Florida panthers is habitat loss and fragmentation."

It goes on -- it's in your materials, and I take it that you've read these, because you've said that you've gone to painstaking detail to go through all these things. I don't want to get off my point.

You have to be able to support an amendment to the Comprehensive Plan which is a change from the established constitution for the county. You have to be able to show that it's supported by data and analysis of the data.

There is no data. You have heard no data at all that would support this Comprehensive Plan amendment on this particular property. None. There's zero data. You have to have that data to show that you're required to make this change. You also are completely abandoning it. You're completely violating it.

I'm looking here, it could be a dozen -- a dozen established policies in your Future Land Use Plan. The same with regard to the number of policies in your coastal management plan. This land is not urban or coastal residential fringe. This is not urban coastal fringe. This is rural neutral. It does not provide for -- and as a matter of fact, they want you to put that language into that element solely and specifically with regard to this property. It doesn't fly without it.

It violates a host of your plan policies. It is incompatible. It is not internally consistent with the plan.

Public benefit. Public benefit. You know, when I listened to, over all these days, the comments and the justifications that are being made by this applicant, and now with staff with its impassioned plea, it does seem to me -- it does seem to me that it's really, really, really

mumbo-jumbo. It's smoke and mirrors. It doesn't add up.

Why -- when asked why do we have to make this Comprehensive Plan amendment, why is it necessary, the response that we got from -- and this is in your -- you know, in the Planning Commission record, is it's necessary because we have to do this to amend the -- to amend the PUD, to amend the PUD. That's not data. That's not analysis.

Auto Ranch Road, that's going to be a wonderful benefit to the people of who? This isn't a public benefit. That benefits nobody except for this applicant, nobody. Auto Ranch Road doesn't want this. They don't want a levy down the middle of their neighborhood. They don't want to do this.

Four thousand average daily trips. That means this project is going to put 4,000 cars back and forth on that road every single day. When you look at peak hour, peak season, that's an hour in the p.m., it's a 60-minute period during that period, and that's where you're getting those numbers. It's not a matter of safety. It's quality of life. This is a rural neighborhood. You're going to destroy it completely. Public benefit? It doesn't benefit anybody, anybody at all.

An elevated levy, two, $7.8 million. I'm telling you, I'm telling everybody here, I've done this for years. The taxpayers are going to pay for that road either directly or indirectly, I guarantee it. The utility ratepayers are going to pay for that utility line. Directly or indirectly, they are going to pay for it. You are going to be asked to pay for it directly, or it's going to be done indirectly in your budget process and your Capital Improvement Plan process. So that's not a public benefit.

Look, this violates the federal law. Do you really, really, really want to make this Comprehensive Plan amendment and entitle this land that the federal government has said, at the agreement of this applicant, is limited and can't be used, are you going to fight the

federal government over this?

CHAIRMAN HALL: Thank you, Mr. Oldehoff.

MR. OLDEHOFF: You're going to -- you're going to tick off -- in one way or another --

CHAIRMAN HALL: Thank you so much.

MR. OLDEHOFF: -- you're going to tick off all of the residents and all of the taxpayers --

CHAIRMAN HALL: You're done.

MR. OLDEHOFF: -- in the county.

CHAIRMAN HALL: Thank you so much, sir. You're done.

MR. OLDEHOFF: Thank you.

MR. MILLER: Mr. Chair, he did have two experts that obviously didn't get heard in that time. Do you want to give them three minutes as stand-alone speakers? How do you want me to proceed on this, sir?

CHAIRMAN HALL: You know what, the rules are 15 minutes including testimony and expert witnesses, so we'll move forward.

MR. MILLER: Your next speaker --

CHAIRMAN HALL: I do have a question for you.

MR. OLDEHOFF: Oh, please.

CHAIRMAN HALL: Which federal agency are we violating? You mentioned federal this and federal that.

MR. OLDEHOFF: Yeah. The --

CHAIRMAN HALL: Just which one?

MR. OLDEHOFF: The Endangered Species Act.

CHAIRMAN HALL: Which federal agency?

MR. OLDEHOFF: The federal government, the Department of the Interior.

CHAIRMAN HALL: Which federal agency? Either just answer that question, or just say I don't know.

MR. OLDEHOFF: No, I know. It's the Department of the

DRAFT

Interior --

CHAIRMAN HALL: Okay. That's what I needed to know.

MR. OLDEHOFF: -- but it's the federal government.

CHAIRMAN HALL: Thanks. That's what -- I was just curious.

MR. OLDEHOFF: Yeah. You're violating the federal law.

CHAIRMAN HALL: Thank you.

MR. MILLER: Your next speaker representing -- she'll have to tell us which homeowners association -- Christine Koren. I'm sorry, Christine, I didn't get a chance to write it down when you told me. My apologies.

MS. KOREN: Royal Palm Golf Estates.

MR. MILLER: Representing Royal Palm Golf Estates.

MS. KOREN: My original speech was three and a half, four pages long. I've been timing myself for days to get this down to three minutes, so...

CHAIRMAN HALL: You're good. Go right ahead.

MS. KOREN: So bear with me. I thank Gary for that presentation. That was wonderful.

MR. MILLER: You do have 15 minutes. Go slower so the court reporter can get it all down.

MS. KOREN: Okay. This -- I am a director on the board of directors for Royal Palm Golf Estates. I am also the co-chair for the Protect the Preserve committee which was organized two and a half years ago, so we've been -- I've met all the commissioners. And, believe me, I'm glad to have that opportunity to meet all of you. I was absolutely impressed with your credentials and your backgrounds.

But now that I schmoozed a little bit, I just want you-all to know that I viewed this project not on a lot of the areas we've been talking about but on the amount of impact this is going to have to Royal Palm

Golf Estates. And I don't think anybody could be more of a witness than the people living in Royal Palm Golf Estates during Hurricane Ian in 2022. I must say I think I have PS -- yeah.

CHAIRMAN HALL: We know.

MS. KOREN: -- PTSD because of that hurricane.

But the thing is -- and I learned this early on when I was speaking with Stormwater Management and Mr. Orth that I believe has retired now from Collier County, and he said to me, he said, "Chris, I'm going to tell you one thing; if there's ever a threat of a hurricane or storm surge, you pack up and leave. Do you hear me?" He said, "Leave."

And I said, "Why?"

Well, Royal Palm Golf Estates, during its construction, was not required to bring in fill to elevate the homes that were being built. As we all know in Collier County, fill is extremely expensive. So what they did -- what the developer did, he left it up to individual landowners to bring in their own fill. So consequently, Royal Palm Golf Estates sits extremely low, and those of us that live on that east/west spreader canal, which you might have seen on some of the overheads, we lost our backyards totally this year just from regular wet season. Well, I'm not talking hurricanes. I'm just talking our regular season that -- to emphasize how low these homes were built on.

Now, yes, there is new constructions going up. I mean, they look unbelievably high, which is a good thing. It doesn't help my house that was built in 2005.

Anyways, during Hurricane Ian, a bunch of us just watched the preserve because what South Florida Water Management District had told me is that the soils within 29 have rare consistencies to it. It's called a short hydro period wetland. And what the -- what the soils do in 29 is they absorb the stormwater like a sponge, and they hold it,

and it did that during Ian until 8:30 that night it surged.

Now, luckily it was holding most of the water at that time, and then it got to the point it could hold no more. It come rushing across the canal. It came into the swales, out onto Royal Hammock Boulevard. There was a neighbor of mine that called me and says, "Oh, my God. I have fish in my driveway," and the water just surged over.

Now, I feel because of the qualities of that soil, that if this development gets approved, it's going to totally destroy those soils which I -- which I will say again that South Florida Water says is extremely rare and that we need to protect those type of soils in Southwest Florida.

Now, I don't know why I wrote this, because I'm not even paying attention to it. But for me, I'm scared to death to think what they're going to do to the -- to the delicate balance of the preserve. And that's why, you know, I am standing here pleading with you, you know, "Don't take away our protection."

I did further research on that. I found documents within Collier County stating that 29 protects -- it said it protects the development to the north from dangerous storm surge. So going in there and disrupting those could be very bad for us, all of us in the community. Like I said, we're unique. We are very low. We're in a high hazard flood zone now that it's been changed, and we're very unique because no dirt was required to come in when they were doing that development.

Thank you. Does anybody have a question for me?

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Christine, do you have documentation from the Southwest Florida Water Management District talking about the --

MS. KOREN: You know, I do. I don't have it on me. I could

send it to you, though. Yes, I do. I mean, I was learning two and a half years ago.

COMMISSIONER LoCASTRO: I know. That's a pretty bold statement that Southwest Florida Water Management District says Section 29 contains special soil.

MS. KOREN: Yes.

COMMISSIONER LoCASTRO: Yeah. So I mean, we've all done a pretty deep dive. I guess I didn't get the special soil document. And you and I met several times. And I'm not trying to be disrespectful or anything, but like I said at the start, I'm trying to separate rumor from fact. So the special soil violating the interior, Department of Interior, somebody hand me that in writing.

MS. KOREN: It's a short period -- short hydro period wetland. That's how they classified 29.

COMMISSIONER LoCASTRO: And respectfully, if that is such a major part of your rebuttal of this project, wouldn't that be one of the first things that you would have sent to all of us or that, you know --

MS. KOREN: Oh, everybody got these, especially when we met.

COMMISSIONER LoCASTRO: Never saw anything on special soil.

MS. KOREN: No. I said it was a short hydro period wetland.

COMMISSIONER LoCASTRO: Okay.

MS. KOREN: And that's how they classified it. And if you look up the terms with South Florida Water Management, they'll explain it to you.

COMMISSIONER LoCASTRO: No, but I mean, you have something --

MS. KOREN: Yes.

COMMISSIONER LoCASTRO: -- sent to you from them --

MS. KOREN: Yeah, I gave that --

CHAIRMAN HAL REPORTER: Please let him ask the question. I can't write two people at the same time.

MS. KOREN: I'm sorry. Yeah, when we came and visited you, it was in the packets that I submitted. We all submitted different things. Mine was storm surge, because that is personal, a concern to me.

COMMISSIONER LoCASTRO: Okay. But my question is, in that packet there's a letter from the South Florida Water Management District on their letterhead addressed to you talking about the special soil in Section 29?

MS. KOREN: No. It's not on letterhead, no.

COMMISSIONER LoCASTRO: But it's from them? It's signed by them, or it's your comment saying you heard from them? I mean, it's important because these are key points.

MS. KOREN: Yeah, I know. When I was doing my research on it, I have a document with the picture of the preserve, and it says this preserve has these -- the short hydro period wetland. I have it --

COMMISSIONER LoCASTRO: Okay.

MS. KOREN: -- several places. That's why I included it in your packets. And I realize that we dumped a lot of material on the commissioners when we met with you, and I didn't expect everybody to read all that. I didn't even want to read it all. So I know how it could have been missed. That's why I wanted to make this part of my discussion is because of the soils in there. I feel very strongly we need to preserve the preserve for several reasons, but that to me is the most important.

COMMISSIONER LoCASTRO: But you understand that from our --

MS. KOREN: I understand.

COMMISSIONER LoCASTRO: -- standpoint here --

MS. KOREN: Yeah.

COMMISSIONER LoCASTRO: -- citizens laundry listing all their concerns is not as effective as very specific evidence from the Department of the Interior saying we're about to violate law --

MS. KOREN: Oh, I agree.

COMMISSIONER LoCASTRO: -- from the Southwest Florida Water Management District saying Section 29 has special soil. I mean, of course citizens who are against this project are going to say there's 4,000 cars all day long that are going to --

MS. KOREN: Right.

COMMISSIONER LoCASTRO: And you hear -- I'm not disputing that.

MS. KOREN: Well, I couldn't make this up, because I have no idea what a short hydro period wetland is. So I never heard the terms before, but I did talk to Collier County staff back two and a half years ago, and it was explained to me, and that's -- you know, that's all I can say.

COMMISSIONER LoCASTRO: Okay.

MS. KOREN: You know, I understand where you're coming from, too.

COMMISSIONER LoCASTRO: Yes, ma'am. No, I do, too.

MS. KOREN: Thank you.

COMMISSIONER LoCASTRO: Thank you.

MR. MILLER: All right, Mr. Chair, it's time for our individual speakers.

Just a reminder of the process to those here in the room. I'll call two names. Please queue up at both podiums, first speaker followed by the second speaker. And last reminder, there will be a single beep when you have 30 seconds to go.

MR. YOVANOVICH: Mr. Chairman, point of clarification. If any -- if these speakers were represented by either of the two

speakers, are they also allowed to speak? Because I thought the reason these speakers were given extra time is because they were speaking on behalf of the individuals they represent.

MR. MILLER: If it helps, Mr. Chair, I have no way to identify who these individuals are that are being represented because all I got was the note from the attorney saying he represents them.

MR. YOVANOVICH: I mean, all I'm asking you is, if that's -- if that's the case, then if you can ask them were they represented by either of the two speakers, then Troy can answer that question.

MR. MILLER: All right. We'll move forward. Your first speaker is Brad Cornell, and Brad will be followed by Matthew Holliday.

MR. CORNELL: Good afternoon, Commissioners. I'm Brad Cornell, Mr. Chair. It's good to see you all this afternoon. I'm here on behalf of Audubon Western Everglades which has 3,000 members here in Collier County, and Audubon Florida that owns the 13,000-acre Corkscrew Swamp Sanctuary.

I'm here to share that we have reviewed the three petitions before you. We have also attended and testified before the Planning Commission. And based on numerous factors and principles, we strongly oppose the approval of these changes for this project, this proposed project.

Our reasons are summarized in the following points: The proposal is inconsistent with the Collier County Growth Management Plan. Audubon objects to changing the Growth Management Plan's Rural Fringe Mixed-Use District Neutral Lands on Section 29 to add 750 residential units. Audubon Western Everglades helped write the Rural Fringe Mixed-Use District policies and helped defend them in court alongside Collier County in 2003. We hired our own attorney that worked with your attorney, and we were successful in that

defense.

Neutral Lands do have significant environmental value, such as the Corkscrew Island Neighborhood, which is right next to Corkscrew Swamp Sanctuary and is Neutral Lands, and North Belle Meade Section 24 where the Nancy Payton Preserve is is also Neutral Lands. These are highly valuable habitats.

Section 29 is also surrounded on three sides by preserves: Outstanding Florida Waters, Collier-Seminole State Park, and very near the Picayune Strand Everglades restoration project, which is the panther conservation bank for all of Everglades restoration in South Florida.

It's also near Ten Thousand Islands' National Wildlife Refuge and Rookery Bay Reserve. The habitat value of this proposed development site listed as a park in the PUD is fairly high as currently pasture which is a prominent habitat in Primary Panther Zones. The Primary and Secondary Panther Zones, by the way, have not been updated since the Fish and Wildlife Service adopted them in 2008 based on earlier data. The abandonment of row craps -- row crops has made this area much better panther habitat in recent years.

Audubon also objects to the violation of the original 1998 PUD commitments in Section 29. Panthers -- and the objection we have is that eight acres of the forested preserve, the actual preserve in that PUD, are going to be destroyed for a road, and that's a significant loss, especially when you consider this is a panther preserve. And panthers are wide-ranging species. You put a road through, you fragment that habitat. The value is much, much less. That's a big deal.

And finally, I just want to -- I guess I'm not going to say anything else.

CHAIRMAN HALL: Go ahead.

MR. CORNELL: But we do oppose this project. Thank you

very much.

MR. MILLER: Your next speaker is Matthew Holliday. He'll be followed by William Mallas.

MR. HOLLIDAY: Good afternoon, Commissioners. On behalf of NCH, I'm grateful to be here today to talk to you a little bit about what's impacting your healthcare and this community.

I wish I could remember where I found it, but I found an article once upon a time from 1976 bemoaning the lack of affordable housing in Collier County. I know how much you love anecdotes, but that's the best I've got today there.

Consider in your outing that you've been out to lately, restaurants, any services you're going after, finding workforce is challenging. Now imagine that in a hospital. I live up in Lee County, because that's where my bride works, that's where my child goes to school, but I travel this route from Fort Myers to Naples every day. I can tell you the volume of traffic coming into here for people that work is overwhelming. These folks are coming on the roads anyway; they're here.

When they find employment in Lee County, that's where they'll go. You're going to lose services. You're going to lose access to people that keep this county moving forward. And I know it affects the county because I see county vehicles commuting morning and evening back and forth to Lee County. So there are multiple agencies, multiple organizations that are feeling the same effects we are.

I've talked to you in the past. We've done studies on our workforce. We know that about a third or 30 percent of our workforce live in Lee County. That represents about an $88 million economic impact that leaves Collier County every day with our payroll.

We very much are sensitive to the needs of the environment, of

our wildlife. I spend a lot of time in the Everglades just having fun looking for animals myself; however, with 800 residents a day moving to Florida -- that's one estimate -- these folks are going to come somewhere. And if you want to continue to have access to the best of services, the best medical care, you've got to do something about accessible housing for the workforce. Keeping them local, keeping those payroll dollars local. Keeping the interests local is absolutely important to our mission, your school district, your law enforcement, and all the other good people that keep everything moving forward. So I thank you for your time.

MR. MILLER: Your next speaker is William Mallas. He will be followed by Jan Mallas.

MS. MALLAS: We were going to cede our time.

MR. MILLER: Do you want to speak?

MR. MALLAS: No.

MR. MILLER: Your next speaker is Marlene -- oh, my goodness. Is this Church? Lurch?

(No response.)

MR. MILLER: All right. Steven John?

MR. JOHN: I was going to concede my time.

MR. MILLER: Do you want to speak individually, sir?

MR. JOHN: No.

MR. MILLER: Lawrence Peterson.

Mr. Peterson will be followed by Brad Clough. I hope I'm saying that right.

UNIDENTIFIED SPEAKER: Clough. He left.

MR. MILLER: He left. So Karen Clough, I'm --

UNIDENTIFIED SPEAKER: She left.

MR. MILLER: She left as well.

Annette Macaluso.

UNIDENTIFIED SPEAKER: She had to leave.

MR. MILLER: John Robinson. Mr. Robinson, you'll be after this gentleman at the next podium.

Please go ahead, sir.

MR. PETERSON: Thank you. I'm here to deny the Section 29 --

MR. MILLER: Can you start with your name, please, sir. Can you state your name, please.

MR. PETERSON: Oh, Lawrence Peterson.

I'm here to try to deny the Section 29 development. A little bit about my background, my parents were residents of Marco Island since 1970s. My wife and I own property on Marco as well. Therefore, I have firsthand experience with Andrew, Wilma, Irma, and all the others that have impacted us. Now I own property on Royal Palm.

In October, I sent a letter to Commissioner LoCastro, which he answered, and I thank you, Commissioner.

I submitted -- submitted to the Board here for your review. In that letter is a picture of my neighbor's backyard during Hurricane Ian. The flooding approached their house, but I took the photograph to document the damage to my screen. So it didn't show their house, but it was pretty significant.

I would also offer this testimony that the flooding has touched the shoulders of U.S. 41 during their recent -- during the recent hurricanes, especially after all the rain that we had this year.

You're probably aware of the high-tide flooding on San Marco Road, and I'm sure that you're -- your highway people can attest to that.

I found Fiddler's presentation interesting in that they document significant flooding on Auto Ranch. It's unfortunate they did not picture the flooded yards.

My final statement is an opinion, but if -- as an old person, if the

Army Corps of Engineers has not fully figured out how to solve the impact of human develop and Mother Nature on the Everglades and Okeechobee, for example, how does this applicant avoid adding to our flooding problem?

Thank you.

MR. MILLER: Your next speaker is John Robinson, and he will be followed by Mara Robinson.

MS. ROBINSON: I was going to cede my time.

MR. MILLER: Do you want to speak individually, ma'am?

MS. ROBON: No.

MR. MILLER: John will be followed by Lawrence Hanba. You'll be at this podium, sir.

Mr. Robinson.

MR. ROBINSON: John Robinson, Royal Palms Golf Estates resident. Thank you for hearing me today.

The Planning Commission, when they denied this, were completely aware of the separate preserve areas, park, and I'll emphasize again, parkland, adult use. That whole area, for decades, has been designated reserve, preserve, lakes, and park. It has never meant to have multistory buildings at a density of 15 people per acre. That is totally inappropriate use of that area.

It is going to cost millions of dollars to put in a road and a sewer that won't benefit any of the people that currently live there. They couldn't afford to hook up to the water or the sewer. In any case, it potentially is going to make it worse for them because of -- the flooding usually has to go to the low areas. Their homes are probably even lower than ours in the Royal Palm Golf Estates.

As far as the workforce housing, there has to be, and there are, much better locations. I know when we had the last Planning Commission meeting, Mr. Yovanovich was representing another group that was putting in a new neighborhood very appropriately

mixed-use, mixed single-family, multifamily dwellings, and it was in an area that was very appropriate.

This area in Section 29 preserve/reserve, park, and lakes should remain that way. If they want to put in boat storage houses, fine. If they want to put in single-family workforce housing, fine. That would be up to them.

Thank you.

MR. MILLER: Your next speaker is Lawrence Hanba. He'll be followed by John Erario. I hope I'm saying that right.

You have three minutes, sir.

MR. HANBA: Yes. My name is Lawrence Hanba. I'm a resident of Royal Palm Golf Estates. I've been a permanent resident of Collier County for the past 10 years. I'm a retired attorney from Michigan. I was involved in defense trial work for counties, cities, school districts. I was also appointed a special attorney general for the state of Michigan handling complicated litigation.

Gentlemen, we're here simply for one reason: Affordable housing, period. This is why this was -- was not approved by the staff [sic].

Specifically, I'd refer you to the Planning Commission transcript where Commissioner Shea asked Mr. Bosi: "But for affordable housing, would you have recommended this proposal?"

And he gave a one-word answer. Well, actually, it was more than one word. He said, "No, we would not support it," period. He didn't -- now they're trying to candy-coat it. That's not going to work. That's in the transcript. It's in writing.

Now, the reason why they're trying to candy coat it, because that was the throat shot for them on this case, okay.

The other thing is -- of interest is Commissioner Shea is not only on the Planning Commission, he's also on the affordable housing commission. He's an avid advocate for affordable housing when

appropriate. But you know what, he said this isn't appropriate. He's the only nonlawyer on the Planning Commission.

And, you know, he said, I don't -- you've got all this mumbo-jumbo about the land code and all that stuff. All I know is this doesn't make common sense to put a 750-unit apartment complex in an area designated by FEMA as a special flood zone hazard with one way of getting in and out where people that live on Auto Ranch Road got to their homes after Ian in watercraft, and it was over two miles away from this development.

Secondly, you know, in terms of other reasons under the code, while this isn't a recommended application, Commissioner Fryer -- and I gave each of you the transcript -- portions of the transcript from the hearing at the Planning Commission. Commissioner Fryer listed at least 11 reasons why, under the code, this is not an appropriate development for this project.

Secondly, you know, my neighbors over here, as well as your constituents, are very interested in this. You know, it's your job under Subsection F.12 in the code -- the question is whether the proposed change will institute a grant of special privilege to individual owners as contrasted with the public welfare.

As indicated by Gary, the only people that are benefiting from this proposal is the developer. The people that live on Auto Ranch Road don't want it. They don't want all that traffic going by their nice little community. And you're here to represent the community, not just this particular development.

And getting to this -- getting to this developer -- getting to this developer -- let's take a look at this developer, okay. He's promised you guys that this is -- that this particular land was going to be set aside as a preserve in --

CHAIRMAN HALL: Gary, your time's up. Thank you, sir.

MR. MILLER: Your next speaker is John Erario. He will be

followed by Terri May.

Terri, are you here?

MS. MAY: I ceded.

MR. MILLER: Did you want to speak individually?

MS. MAY: No.

MR. MILLER: Thomas W. May.

Sir, you'll be at this podium when Mr. Erario is done.

MR. ERARIO: Chairman Hall and Commissioners, my name is John Erario, and I'd like to start by acknowledging and thanking the Chairman for giving me some extra time up here. I requested about 20 minutes, and he agreed to that.

And I would just point out that the many -- virtually all of the people who ceded their time intended to do so so that I could represent them, and I appreciate the ability to do that.

I have been -- I live on Royal Hammock Boulevard. Again, John Erario. I live on Royal Hammock Boulevard. And my home directly borders the Lake 25 canal directly to the north of Section 29.

The group that I belong to has been involved in this research for two and a half years, and much of the material that you've received has, in one way or another, come out of the research that we've done.

I'll say at the outset, Mr. Yovanovich is a terrific advocate, and he's been doing everything I think he can to make the case that much of the history of this very complicated issue doesn't matter, and what I need to do here is to try and refute that. And it's important that I do so because there are a number of Fiddler's Creek commitments to Collier County that weren't kept, U.S. Army Corps and U.S. Wildlife Service permit conditions that were not complied with over time, and portions of the petitioner's past public testimony at the NIM meetings, at the Planning Commission hearings, and even today, I would suggest are not quite accurate.

So in a few minutes I'll discuss some of that, and that's what I

handed out to you, a number of exhibits that I'll be referring to later.

Since 1998, 26 years of history have produced local ordinances, permits, and numerous contractual agreements regarding the petitioner in Section 29, and that basically begins with Ordinance 98-13, the Fiddler's Creek addition.

Now, we grant that the master plan has been revised a number of times since 1998, and most recently with 18-27 in May of 2018, but it's nonetheless critical, I think, for us to understand what was happening in 1998, because this is when a conservation easement covering all of Section 29 -- and I know that Mr. Yovanovich has said that this is not the case, but that was supposed to cover all of Section 29 was supposed to have been put in place.

So I'd like to please call your attention to Exhibit A, which is Section 8. This actually was up on the viewer earlier. It's Section 8 from the ordinance indicating the parks designation uses, permitted uses and structures, et cetera.

So one of the things that was not talked about when this was put up on the viewer is -- if we look at Section 8.5-1 -- A rather. I know it's hard to read, but it says that the uses set forth in preserve areas as set forth in Section 5 of this PUD will apply to the park areas of Section 29. So what this says, I think, is really important for us to consider. It's saying that when you look at a park designated area in the PUD, you have a -- now a linkage between the allowable uses in a park and a preserve. That's exactly what that writing says, that the uses set forth will apply in the preserve to the parks area.

And why is this important? If we look at Exhibit B, again, it's the 5.5 reserve district conservation easement that's been spoken about numerous times. And what we're trying to say is that it has to be considered that if you link the preserve area uses to the park area use, you also have to link the required conservation requirements of a preserve with the areas in the park, and that was the intent.

Especially when you read the minutes of 1998, that was the intent, that the entirety of Section 29 would be placed under conservation easement, because at the time it had purposes that were completely unrelated to the conservation efforts that were made by the Fish and Wildlife Service. At that time it was because -- providing a buffer, urban sprawl, all those things that you're well aware of. In 2018, it was a totally different reason for looking for conservation on that land.

So, again, I would ask you to consider the importance of that very important 8.5-A, which talks about linking the uses in a preserve to the park areas of the Fiddler's Creek PUD.

So the applicant has talked about -- to a great extent about platting and that the land wasn't supposed to be -- didn't need to be platted -- the land did not have to, excuse me, go under a conservation easement until it was platted, and I think we have a big problem with that reasoning.

Section 5.5 requires the conservation easement to Collier County on all park and preserve land, and when would that apply? Well, in Ordinance 19 -- 98-13 it was established that no residential construction was permitted on Section 29. That's what the law said in 1998. So it would have been clear at that time that the land would never be platted by definition, because if you can't build on it, you'll never plat it.

So the easement was never filed in 1998, and the reasons cited in a memorandum that Mr. Yovanovich wrote for the planners, and which was even referred to today, is that, you know, to date the lands have not been platted, and so therefore, no conservation easement. But here's the problem. The applicant can't base the reason for not filing the easement in 1998 on conditions that he thought would occur in the future.

So it's a -- it's a requirement that was made in 1998, and it should

have been executed in 1998. So we feel very strongly that those conditions should be satisfied now, that an easement should be placed on the land now. And I would also note, just for your consideration, that if he will not file that easement now -- and this is just a logical thing to consider. Let's agree that as soon as a plat is required, he will go ahead and file the conservation easement which will, in effect, block him from doing the very development on that land that they just platted. So it actually is a total illogical thing to suggest that they want to handle the conservation easement based on platting in that way.

What I -- what I had planned to do -- and I'll really try to make this brief, and I think it's important, is that we've had Tim Hall come up here. We've had opposing counsel come up here. And one of the things that we need to do is discuss what -- and Mr. LoCastro has pointed this out, what is the truth of things? And I want to point out just the record that points out some of the inconsistencies in what we're trying to determine is true and not true.

At the second NIM meeting in September of 2023, among other things, Mr. Hall stated that the reason that the conservation covenants weren't filed with regard to Oyster Harbor and Estancia and the U.S. Army Corps permit, they weren't filed -- and this is a quote, that they were not filed because the development of Section 29 was being contemplated as far back as then, so the coordination with the Fish and Wildlife Service was ongoing through that period.

A similar question at the hearings -- in answer to a similar question, he said, "The easements hadn't been filed because we had been in discussions to change this area, and to my mind, it made no sense to put a conservation easement on the property and then take it off."

If we can look at Exhibit E, Exhibit E is an e-mail I received from Robert Carey. I'm sorry, it was sent from John Policarpo from

the U.S. Army Corps to Robert Carey from the U.S. Fish and Wildlife Service on August 11th of 2022. And that letter states, "As of right now, no one has notified us," meaning the Corps, "about modifying the permit." So when we look at statements being made about the permit not being filed, but, you know, we were coordinating with the Wildlife Service to do so, this, to me, directly refutes that, and I think that it would be worth questioning Mr. Hall to find out why that exists.

Over more than two years of direct communications with the Corps and the Service, as well as a review of thousands of documents we obtained from FOIA and the federal -- from FOIA, from those two agencies. There's absolutely no evidence of any sort on the part of either of those agencies that there was any understanding with the applicant that easements had not been recorded or that discussions were underway to modify the biological opinion.

And in the absence of any information, like an e-mail or a letter, which I'm going to talk about in a few minutes, to the contrary, I leave it to the commissioners to ascertain from Mr. Hall how and why his statements are so incongruous with this evidence.

In the hearings, Mr. Yovanovich stated on a number of occasions that the petitioner is now, in the present, compliant with the federal permit, but let the record show that for four-plus years they were out of compliance until they were caught and cited in October of 2022. It's, therefore, I believe, likely that the conservation covenants that were finally filed in November of '22 would almost certainly not exist today if concerned citizens hadn't taken action to alert the federal agencies that the applicant had not filed for four years.

At the hearings, Mr. Yovanovich suggested that even after coming into compliance with the permit by filing the covenants, the applicant was in continuing negotiations with the federal agencies to modify the terms of the biological opinion, and these are verbatim.

And, again, I bring these to the microphone because we're trying to seek truth. These are verbatim quotes taken from the 4/18 hearing that were spoken. "We've been totally aboveboard with every agency. We're not hiding the ball from anybody. We weren't saying, 'Screw you. Catch us.' And maybe, most importantly, we are still talking through this process."

But if we look at Exhibit G, please, Exhibit G is an e-mail from Robert Carey to me where I had questioned him about these alleged conversations and communications that were going on. And Robert Carey, in part, writes, if you look at the highlighted area, "I have no indication that the Service had an agreement with the permitholder to delay meeting the terms and conditions of the BO."

So I would ask, Commissioners, if you think it will be useful to you to hear from the petitioner's counsel an explanation for these diametrically opposed inconsistencies between his version of the facts and this evidence.

Mr. Yovanovich is suggesting that there are -- still ongoing talks to modify the opinion to lift the mitigation requirements deserve even further scrutiny given a letter from Mr. Carey to Mr. Hall, if you look at Exhibit H. This letter was written on January 31st, and Mr. Oldehoff referred to it. The letter states in part, "Modifying" -- and this is about the finality of the condition of the conservation status of Section 29 and this notion that it can still somehow be changed by speaking to the federal agencies.

"Modifying the project and the biological opinion in the context of the original Corps permit is not possible. For the above reasons, we are unable to process the modification you have requested." It's impossible to misconstrue the finality of this letter.

Additionally, it's notable that this letter also refutes a number of representations we've heard today and in the past from Mr. Hall and other of the counsel's agents, that Section 29 is no longer

environmentally important. Well, in this very letter, Mr. Carey -- Mr. Carey refutes this contention on the part of the applicant, and his expert analysis is highlighted in blue. And you'll see that it talks about specifically -- and we heard a little bit about this before, of the value because of panthers and other species that are protected that are on this land.

It's also noteworthy that in 2018, Mr. Hall represented this land as being absolutely environmentally important enough to be traded as mitigation for the loss of panther habitat in the Oyster Harbor neighborhood, and a few years later suddenly that has completely changed.

Jim Banks came up here before. It was very interesting to hear what he had to say. And just quickly, I'll say that when he spoke at the Planning Commission, he talked about the fact that there had been six crashes in six years. If we look at Exhibit J, there was an exchange between Mr. Oldehoff and Mr. Banks. Much of that was, you know, brought out by Mr. Banks today.

But the report concluded six crashes in six years. His expert findings of how future traffic conditions at this intersection will change if the project is approved was a comparison of six crashes in six years on a one-way rural road dead-end as compared to an acknowledged 4,883 daily trips. This is in his -- these trips -- and Mr. LoCastro, you brought -- you asked this question before. The documentation is right in here. The trips and the peak counts, it's all there.

Yes, there will be peak hours where there's a few hundred vehicles per hour. It actually amounts to one per minute, if you look at it. But over the course of each and every day, 4,883 vehicle trips.

So I think that comparing six crashes in six years on a dead-end road to that amount of traffic is a strategy that speaks for itself.

I'll also say that in the diagrams that were put up about the

right-turn lane onto Auto Ranch Road from 41 and the left-turn lane off of 41, there was no mention -- and if you know Auto Ranch Road, you'll know what I'm talking about -- there's no mention -- when someone comes north on Auto Ranch Road to make a northbound turn onto 41, that is going to be the most dangerous traffic event that can possibly happen there. You're making a left turn on a road that has a 60-mile-per-hour speed limit, and I heard nothing from Mr. Banks about how that traffic condition would be handled.

I propose today that the bar's not been met to amend the GMP in favor of what the applicant is asking for. The public benefit is clearly limited to 225 apartments and Auto Ranch Road. That is the totality of the public benefit.

The major benefit goes to the 525 luxury apartment owners who will live in this complex, and that leads us to question, do the goals of balanced land-use decisions all go by the wayside on -- when we look at this protected parcel and the small amount of public benefit that we actually have when we look at it carefully?

These proceedings in my mind, represent a unique opportunity to set precedent, and Mr. LoCastro mentioned that before. When instances such as these come up, which I would say have a higher bar than many do where the land in question has been legally designated as conservation land not once but twice, and affordable -- the affordable housing workforce umbrella becomes a tool and a means to obtain, you know, a large, probably mostly incompatible use.

So on behalf of the entire community, I ask that consideration to allow or deny this change be undertaken with the greatest care, which I know you will do.

I had a couple other quick notes here. Mr. Bosi wrote -- said before that the diagram that he put up stated that federal and state permits would be reviewed at site development, and we understand that to be the case. But I would ask you this: It's peripherally

related to what you're going to decide today.

There was a Site Development Plan in 2018 when Oyster Harbor was constructed. If what Mr. Bosi said is going to happen, if this project moves forward, I have to ask -- and I have asked. I have not gotten an answer -- why didn't it happen in 2018? Because in 2018 at site development, if they had been asked to produce their federal permit, which they had just obtained at the time, and they had put it on the table, it would have said you cannot start construction unless this easement is filed within 90 days of putting a shovel in the ground. That did not happen. That's a failure on the part, I believe, of both this county and applicant, and I've never heard an explanation for why if site development is the time and place when a federal permit is put on the table, why wasn't it done there? Because if it had been, we wouldn't be talking about a conservation easement that had lapsed for four and a half years and was only satisfied in 2022.

In the future, developers who own land that is protected under easement or covenant will come into this room and cite the decision you make today. Will it be a decision that weakens the protection of preserve land and reinforces the use of affordable housing and the funding of capital improvements as a tool to do an end run around Growth Management Plan guidelines, or will it be a decision that upholds the county's commitment defined by the objectives and policies of the Growth Management Plan and the Land Development Code?

Mr. Chairman and Commissioners, your vote to reject this defective rezoning petition may well become a modern landmark decision and one that will set precedent for years to come, an affirmation that this body -- from this body that changes to the Growth Management Plan must always live in harmony with the Land Development Code and Florida Statute even when affordable housing is the driving force.

In one of the closing comments at the Planning Commission hearings on July 18th, Chairman Fryer said, "Right now what's before us, I think, is affordable housing above all else, and I reject that."

I believe that was -- there was much wisdom in those words, and I ask that you cast a vote of no to the rezoning portion of the petition before you today.

Thank you very much.

MR. MILLER: Your next speaker is Thomas May. I'm sorry. Hold on, Thomas.

CHAIRMAN HALL: Commissioner LoCastro's --

COMMISSIONER LoCASTRO: John, I have a couple questions for you.

MR. ERARIO: Yes.

COMMISSIONER LoCASTRO: First off, I hope the multitude of citizens who aren't here but who have sent us notes and whatnot realize how much work you and Christine, especially, have done on this project, you know, from day one. Every meeting in my office was extremely professional, and sometimes when we're dealing with these really difficult decisions, the citizen side isn't always that informed and professional.

If you're looking for a strike to the throat, as was said up here, you gave us a lot of exhibits. Do you have Exhibit H1 in front of you right now? Do you have a copy of it?

MR. ERARIO: Yes, I do. I can look at it with you.

COMMISSIONER LoCASTRO: Okay. So it's the letter from the Interior dated January 31st, 2024?

MR. ERARIO: Yes.

COMMISSIONER LoCASTRO: I want you to rip it out of your packet there, and I want you to hand it to Mr. Yovanovich.

MR. ERARIO: It's the first thing I've ever given Mr. Yovanovich.

COMMISSIONER LoCASTRO: Well, you're about -- see, you guys are cooperating now. We're working together.

There's some really significant things in this letter that concern me and always have. And so I'll -- I mean, I'll leave it to Mr. Yovanovich. You know, he'll have a chance to speak. But, you know, we're here to hear facts and rebuttals and maybe agree to disagree on certain things.

But, you know, there's a letter here from the Department of Interior with some very specific language in it that you read. You paraphrased a couple times a little bit. Like, read the exact words, you know. You kind of jumped over a couple things. But the tone is in here. I mean, I said before, if you've got a special letter talking about special soil, we need five copies of it.

MR. ERARIO: Oh --

COMMISSIONER LoCASTRO: So -- but this letter right here is significant. And so I'm sure the applicant -- I've never addressed this with the landowner, the applicant, the legal representation, so we'll get to that. But I just -- I'm sure this is something that Mr. Yovanovich has, and if he already has it, he can hand it back to you.

But at some point, in the closing or in the rebuttal, certainly this right here is, to me, in your packet -- we all read the dialogue. We know what happened at the Planning Commission. We know the difference between 4,000 trips and 200 trips, depending on how you do the algorithm. This right here is a thing I need some answers to, and maybe my colleagues would feel the same.

MR. ERARIO: If I could just say that I provided in here, but I didn't get to mention it, you had asked about panther trajectory, and there's a map in there --

COMMISSIONER LoCASTRO: Yeah, I saw it.

MR. ERARIO: -- which is actually part of this letter that talks about that.

DRAFT

COMMISSIONER LoCASTRO: Okay. We'll get to it. It's not a question -- or an answer we need now, but this is the main thing I pulled. And there again, thank you again for all the time you've put into this.

MR. ERARIO: Thank you.

MR. MILLER: Your next speaker is Thomas May. Mr. May will be followed by Kristina Park.

MR. MAY: Hi. My name is Thomas May. Thank you for taking a few minutes to listen to me. I am not an expert. I was raised a middle-class person in Wisconsin, and I did work at McDonald's.

Okay. Some questions I have that maybe could be answered after I'm done, 49.9, 49.9. I don't know why that number's there, 49.9 acres.

My home is 240 feet from the canal on the north side of Section 29. Ian brought the water within 30 feet of my house, halfway up my driveway. Scared the poop out of me. I was there. I was there for all the hurricanes.

Section 29, I looked at that a little bit, and I'm going, what the heck is that? Well, it's only valued at $16,099,000. Nice piece of property for 320 acres.

So I looked at -- there was a transition in 2011 where they sold it to FCC Preserve, LLC. Signed by one, two, three, four, five Delaware limited liability corporations. So it was not a local ownership even though the new ownership is Fiddler's Creek Ways.

When I look at this, I try and look at common sense. I don't want the land shoveled or anything because that's my protection against surge, as well as all the rest of these people that live on that canal, and I'm on the other side of the road.

What I look at is why are they doing this? Well, let's go back. They had permission to build 6,000 houses. They built 6,000. What

are we going to do now? Let's build some more on Section 29, some more houses. Can't do that. That's in a preserve. Well, if it's in a preserve, let's just change that so it's not a preserve anymore.

If you gave it to us as a preserve the way it was given to us in 2006, 11/18, whenever it was, that's the way it stays.

Thank you.

COMMISSIONER LoCASTRO: Sir, can I ask you a question?

MR. MAY: Yes.

COMMISSIONER LoCASTRO: I'll defer to the Chairman.

CHAIRMAN HALL: Go ahead.

COMMISSIONER LoCASTRO: Sir, so like you said, you're not an expert, and maybe none of us are perfect experts, but we're trying to digest all of this.

COMMISSIONER McDANIEL: Burt is.

COMMISSIONER LoCASTRO: Burt is. Yeah, that's right.

But your contention is the photos of your house, if we saw them during Ian, right, the way the water came up, that if they built 750 units 300-plus feet away from your house, or maybe it's more give or take or whatever, with improved drainage, improvement to Auto Ranch Road, and all the other things that would be required per code, I mean, you wouldn't be building -- and I'm asking this hypothetically, okay. Just hear me out, because I want to hear what -- because I think you're representing a lot of people that live on your same street that are all showing us pictures of what happened during Ian. I can tell you pictures of my house were way worse than yours.

But the reality of what I'm trying to get at is if anybody builds anything now, the level of requirement per code and permit is way more -- much higher expectation than your current house, my current house, and all of Fiddler's Creek.

But your contention is, if they built something to code now with all of the requirements and drainage and all the improvements to Auto

Ranch Road and Ian hit exactly the way it hit when it did, your house would be flooded more because of this new construction than if we build nothing on that -- on that parcel. I mean, is that -- that's basically your contention?

MR. MAY: No. If you take a 55-gallon drum, fill it with water to the top, and put a bowling ball in it, water's coming out.

COMMISSIONER LoCASTRO: Right.

MR. MAY: You disturb one cubic yard of that soil, that water's got nowhere to absorb.

COMMISSIONER LoCASTRO: Okay. So here's my reply to that --

MR. MAY: No matter what engineering can do, they're not going to fix the problem of surge.

COMMISSIONER LoCASTRO: So if they have to put a 55-gallon drum in the middle of a plot of land, before they drop the bowling ball, do you realize that the permit requirements for construction would be so intense that drainage around that 55-gallon drum and a whole bunch of other things would catch that water and not just throw it in your living room?

MR. MILLER: It's proven by Collier County that even our highway ditches retain water for more than three months after rainy season.

COMMISSIONER LoCASTRO: I know, and that's -- and that's not a --

MR. MAY: Agreed?

COMMISSIONER LoCASTRO: No, look up here, sir, because you're talking to me. So when there's water in swales for a month, two months, one of the things that I say a lot of times to my citizens is the reason the swale's there is because if it wasn't, that water would be in your living room.

And so when swales catch water, even if it sticks around a little

bit longer -- and as you know, we have king tides and we have all types of other things. It doesn't always drain in an hour.

But the fact that those swales are there or that significant permit and requirements now that we have on the books now would require significant drains around that 55-gallon drum, like, do you realize that the water from anything built on Section 29, if it was built, wouldn't just run off into your living room, that there would be such intense requirements, even above and beyond what the applicant's looking to do to Auto Ranch Road; that they would have to have the significant drainage and all of those things to catch that water? It wouldn't just roll right into your living room.

I mean, I don't want to oversimplify this, but they don't just build something on a hill, and then when it rains, they're dry and you're flooded. It doesn't work that way.

MR. MAY: There are some issues with the Southwest Water Management on a blockage on a drain that was permitted back in 2006, something like that. And that's being addressed and investigated now because we were told that it had to be maintained. I agree to disagree with the rest of your statement.

COMMISSIONER LoCASTRO: Okay.

MR. MAY: Auto Ranch Road, those people are going to be dramatically affected.

COMMISSIONER LoCASTRO: Okay, sir.

MR. MILLER: Your next speaker is Kristina Park. She'll be followed by Susan Caglioti. Susan, are you here?

(Raises hand.)

MR. MILLER: Go ahead, Kristina.

MS. PARK: Good afternoon, Commissioners. For the record, I'm Kristina Park, the President and CEO of the Greater Naples Chamber.

We represent approximately 1,000 members and over 50,000

employees across Collier County. We work every day to strength the local economy and to build our business community.

Housing affordability is the foremost concern for our members with employers through the entire community consistently telling us that the cost of housing is the number one most significant barrier to recruiting and retaining a qualified workforce. This concern was also reflected in the Collier County Community Foundation's most recent community needs assessment which found that 65 percent of respondents said that controlling housing costs should be a priority moving forward, making it the most selection -- selected option in this survey.

We saw similar results in a recent survey of our membership with 70 percent of our members stating that housing is the number-one concern facing continuity of business.

I'm encouraged by Fiddler's Creek desire to incorporate workforce housing into their plans, and I believe it demonstrates an understanding of our community's need as we consistently struggle with the workforce housing challenges. Their proposal would add an additional 225 below-market-rate units to our inventory ensuring that our essential workers, like you heard from Mr. Holliday earlier, can live in the community in which they serve.

I encourage you to approve this project today, and I am confident that once approved this will have a meaningful impact on the workforce housing needs for our community.

Thank you for your dedication to Collier County.

MR. MILLER: Your next speaker is Susan Caglioti. She will be followed by Robert Hartsell.

Is Mr. Hartsell present? Yes, sir. You'll be at that podium.

Ms. Caglioti, go ahead, please.

MS. CAGLIOTI: Hello, Commissioners.

MR. MILLER: Can you get the mic right in front of your mouth

there. Thank you, ma'am.

MS. CAGLIOTI: I'd like to help out a little bit with that hydro period wetland. I believe that is referred to in Tim Hall's environmental assessment on Section 29, if that's a help at all.

Okay. I had to pare down this, so I'm going to maybe have to jump all over the place. But Fiddler's Creek added Fiddler's Creek addition to their existing PUD in '98 coming to the county at a February 24th, '98, hearing wanting to amend their PUD stating, if allowed to add the 1,385 acres, they would do something important and needed in return for the county.

Dr. Nelson, who was one of their experts -- and this is taken directly word for word -- says, "Roughly the bottom third of -- of Section 19 and all of Section 29 will be preserved, thereby providing a buffer between urban development and the state-owned wetlands beyond."

Commissioner Hancock then says, "There's a common statement that urban boundary will someday get moved and that it's a shifting line, which is not what our plans indicate. But as you point out, in this case right now, there's no clear line in the sand in this particular area. With this amendment, if it's approved today, that line becomes far more clear to anyone in the future than it is currently."

Dr. Nelson says, "That's correct."

Commissioner Hancock says, "I think that's something that we need to consider because not to approve it would probably allow the waters to be muddied more so then clarifying them, and I think for our public clarifying that line is key to them. So I thank you for that."

The above was agreed upon unanimously, and both sides were under oath.

An argument we've heard is that this is an old agreement, and it's no longer relevant; however, this goes against the very reason the amendment was agreed upon in the first place, that being that growth

will happen in the future, and when it does, this agreement will serve as a hard line in the sand providing clear guidance to future lawmakers, as it surely should today here and now.

I'll skip to the end. What the petitioner is asking for was given away repeatedly over the years by this applicant. Please note -- please vote to uphold the clear directives that are memorialized in the '98 ordinance and minutes. Please honor the importance of this land environmentally, ecologically, to this county and to the State of Florida and, importantly, please deny, as there is so much at stake here to be lost for a project that lacks true affordable -- affordable housing benefits to the ones who truly need it. Please vote no to rezoning of Section 29. Thanks.

MR. MILLER: Your next speaker is Robert Hartsell.

COMMISSIONER LoCASTRO: I've got a question for you.

MR. MILLER: Hold on, ma'am.

COMMISSIONER LoCASTRO: So why do you think it provides no affordable housing benefit when it's 225 units? Why do you say that?

MS. CAGLIOTI: Well, because of where it is. Now, if it's for doctor -- or rather, nurses and teachers and whatnot, I don't know just how many of those jobs are immediately in that area. And with more and more affordable housing coming in, I mean, just how much is needed for that? So that's my question. And then they brought up, well, there's Walmart and there's this and there's that. Well, you know, you can't have it both ways.

COMMISSIONER LoCASTRO: What are the both ways?

MS. CAGLIOTI: Well, if it's going to be for people that make 80- to over 100-, 104-, and then you're going to say somebody at Walmart is going to be making that or working at Lowe's is going to be making that, that doesn't really jive. I don't know how many hours they'd have to work to get to that point. So I just think -- and I know

you don't like this, but I just think it would be better served elsewhere. It's --

COMMISSIONER LoCASTRO: Of course.

MS. CAGLIOTI: It's not on a main -- no, it's not on a main arterial road.

COMMISSIONER LoCASTRO: Let me ask you this, ma'am. Mr. Holliday who works at NCH drives from Lee County, and I guarantee you a large percentage of medical staff at NCH and the hospital that I ran, Physicians Regional where I was a COO for multiple years, came from a lot further than just a few miles down the road.

So I'm trying to separate rumor from fact. And when, you know, the main points being told to us are, "Wow, affordable housing's great, but it's the wrong area" -- first of all, this is my district. I can tell you it's a long walk to a whole bunch of places for 225 apartment renters if this project was put there.

So, you know, that particular argument, hey, H-1 here, I can't wait to talk about this one, you know, the flooding and those things. But I will tell you, we've put affordable housing, a unanimous vote here with the support of the Affordable Housing Advisory Committee, further away from commercial and employee-impacted areas than this. So, I mean, I'm just -- you know, I'm trying to decipher this one and make sure that people don't just come to the podium and talk about special soil but can't give me a letter.

And where's Christine? Christine, no disrespect. But I'm telling you, what did we talk about in my office? If you're going to bring forward the main arguments --

And same goes for Mr. Yovanovich. You don't think we're about to beat him up so that we can get down to brass tacks here? And same for Mr. Bosi. So make sure you don't leave either, Rich [sic].

But I will tell you, this area is in the middle of a place that does -- I will tell you, if we cut a ribbon on this place tomorrow, there will be -- there will be a line out the door. There would be a long wait list. Because we've done it on Santa Barbara, we've done it on Davis and some other places.

So I'm not saying what you say doesn't have merit, but, you know, when you make a statement that says, "Affordable housing in this area really has, like, you know, no basis, it should go somewhere else," that's not a strong argument with me.

MS. CAGLIOTI: It was in the context of --

COMMISSIONER LoCASTRO: Okay.

MS. CAGLIOTI: -- gains and losses --

COMMISSIONER LoCASTRO: Okay.

MS. CAGLIOTI: -- risks and benefits.

COMMISSIONER LoCASTRO: Okay. And that's what I wanted to give you, is I wanted you to clarify. You know, okay.

MS. CAGLIOTI: Yeah, to give up so much. I mean -- and you talked about accountability earlier. Accountability matters here. This land has been bargained away several times differently, but it keeps getting used, and now here we have affordable housing. Oh, yeah, let's do this. This is the time to do it. We'll get in there.

COMMISSIONER LoCASTRO: Okay.

MS. CAGLIOTI: Forget about every other agreement that we ever made. That was my point.

COMMISSIONER LoCASTRO: Okay. No. And that's I -- I wanted to give you the extra time to clarify your position.

MS. CAGLIOTI: Yeah, it was risk and benefit.

COMMISSIONER LoCASTRO: I got it. Thank you, ma'am.

MR. MILLER: After Mr. Hartsell is Amy Ernst.

Ms. Ernst, are you here? Okay. You'll be at this podium.

Mr. Hartsell, three minutes.

MR. HARTSELL: Robert Hartsell with Hartsell, Ozery, P.A. I represent Alicia Russo, Shannon Russo, David Russo, Kailey Russo, and Anthony Russo, who are all residents within the Fiddler Creek development.

We are -- my client is more concerned with the master plan revisions that are happening within the Fiddler Creek development, especially the ones that are being incorporated into this larger development plan.

First I want to go -- my planning is sort of checking off the boxes. You heard it today. You go through it, you look at the code, you look at the Comprehensive Plan, and you check off the boxes; do they comply?

First thing you want to do whenever you have a hearing like this, was there proper notice, right? Was there proper notice to the residents? Well, in the package I delivered to you, there's two pictures where it shows that the sign was down for 80 percent of the time that notice was required before the first hearing, which is in violation of the code, so you can't check that box.

Second box, was there written findings by the Planning Commission? And, Commissioner LoCastro, you hit it on the head. I want to know what they said. They were required under your code to provide written findings to this board. They didn't. You don't see it. We saw the minutes. We haven't found the written findings, and they're extensive findings. Those findings are -- are in 10.02.13.B.5, A through H, and they're extensive findings that they're supposed to give you of why they made that decision. And everybody keeps talking about "I don't know how they made that decision," and everybody's giving their different interpretation. They're required to give it to you. They didn't. You need to remand it back for them to give you that decision.

The next one -- there were substantial revisions in this from the

2018 master plan to the 2024 master plan. I list them. There's six. They were casually addressed that, "Oh, yeah, we put one roadway in." These are substantial because they change the traffic circulation within that development.

And when you want to talk about property rights and people's ability to use and enjoy their property to the best that they can, when you change a promise like the 2018 master plan and you sell that property to somebody and then you change the traffic circulation so everybody has to dump out into a failing road, that's a problem.

The last -- I want to talk about that external traffic of dumping the traffic from Estancia out through the development onto Collier Boulevard. Collier Boulevard's a failing road. Now, all that traffic comes out into a failing road that's over 125 percent at peak.

I ask that you deny this application. I ask that you remand it and send it back down to the Planning Commission to give you written findings so that we can at least know what we're all talking about and what they said and what their expert opinion was. Thank you.

MR. MILLER: Your next speaker is Amy Ernst. She'll be followed by Robert Weissmein.

Robert, are you present?

MR. WEISSMEIN: I am, but I going to cede my time.

MR. MILLER: Ashley -- is this Jones?

MS. JONES: Yes. You will be at the next podium after Ms. Ernst.

Amy, you have three minutes.

MS. ERNST: Hi. I'm Amy Ernst. I live on Royal Palm -- I live in Royal Palm on Royal Hammock Boulevard. I'm also a member of the HOA board.

I would just like to say that we do have crocodiles. They have come across from Section 29. I have pictures of them. We have panthers. I have seen bats. I can't tell if they're bonneted bats, but I

see them flying around. They don't stop and talk to me, so I don't know.

And I do know that landowners do have rights to their lands; however, Fiddler's Creek, this Section 29 wasn't land that they had purchased because they wanted to purchase it. They purchased it, they got it as panther habitat remediation land so that they could build their Estancia -- or Oyster Harbor land. So it's really a shell game -- now it's a shell game. Now it's like, "We have it. Let's do something with it," and that's what they want to do.

We're also talking about the affordable housing that they have back there, they're going to put back there, and if we just talk about the 225 apartments that they're going to put in there, they're 225 apartments. We have 342 lots/homes in our development, which if the flooding does get worse -- all the hurricanes are getting stronger. Ian, my house was surrounded by the water. I'm not directly on the canal. I'm across the street from it. But you're going to be potentially putting the homes in our development and the golf course in risk of flooding, and I know you understand that there's other things that they can do to remediate it. But these are apartments. They're not taxpayers, and I know all that kind of stuff.

And some of the older homes, I believe, are going to be put at risk for that -- the hydro period land. You put concrete on that, you're going to stop the water flow underground when that storm surge comes in. It's not the water going back out. I'm concerned more about the storm surge coming in with the high tides and everything else. And when you have concrete and asphalt and all that, that's not going to absorb any water. And I know you're going to say they're going to put palms in or whatever. I don't know.

You know, the Board, years ago in, I think it was, '98 promised the residents of Collier County that this land in 29 was going to be set aside as a buffer. It was promised to the residents of Collier County.

I don't care if it was 100 years ago or 300 years ago, it was a promise that was made, and I know it's something that I think that the Board should also keep in mind that promises should be kept that are important to the residents of the thing.

And I request that you vote this down. Thank you.

CHAIRMAN HALL: Mr. Miller, before Ms. Jones speaks, let's take a 10-minute court reporter break. We're due for that. Give Terri a break, and then we'll be back here at 10 after three.

(A brief recess was had from 2:58 p.m. to 3:10 p.m.)

MS. PATTERSON: Chair, you have a live mic.

CHAIRMAN HALL: All right. Ms. Jones, we're ready for you, yes.

CHAIRMAN HAL REPORTER: Do you swear or affirm the testimony you will give will be the truth, the whole truth, and nothing but the truth?

MS. JONES: Yes.

Good afternoon, Commissioners. My name is Ashley Jones. I'm the vice president of Community Impact at United Way of Collier in the Keys.

I'm writing to -- I'm here today to express my support for the proposed multifamily residential community with Fiddler's Creek Section 29. This development addresses a critical and pressing need in Collier County, the availability of affordable housing for our hardworking residents.

The asset-limited, income-constrained employed report for Collier County illustrates the severe challenges faced by 42 percent of households. Thirty-two percent of those households are ALICE households, and 10 percent are in poverty. These families struggle to afford the essential housing, childcare, food, and healthcare despite being employed in vital community roles.

The project's commitment to reserve 225 units for workforce

housing targeting those earning 80 to 100 percent of the area median income directly addresses these challenges. Financial hardship is growing, and it's a concern.

Collier County's median household income is 80,815, but with the rising cost of living leaves many behind. The household survival budget for a family of four was estimated at $82,164 annually, equating to an hourly wage of $41.08; however, as of 2024, the figure has risen significantly, approaching 110,000 per year, which equates to an hourly wage of $52.28, assuming a standard 40-hour workweek over 52 weeks.

Single-parent households, particularly those led by women, are disproportionately affected with 72 percent of the female households below the ALICE threshold. This proposed project provides a vital solution by offering housing that aligns with these economic realities.

Workforce impacts: Housing of 40 [sic] deeply impacts the county's ability to retain essential workers. For example, as we've heard today, public safety and healthcare workers, first responders and medical technicians often commute long distances due to prohibitive housing costs. In our education sector, educators essential to the future of our community face similar challenges. Addressing their housing needs supports recruitment and retention.

The Fiddler's Creek project not only promises to reduce these barriers but also aligns with Collier County's broader goals of workforce stability and economic growth.

The developer's commitment to preserving two-thirds of the property as nature reserves ensures that the project respects and enhances the county's environmental priorities. This balance between growth and preservation reflects thoughtful planning as a set -- sets a standard for future developments.

Support of the ALICE population by providing stable affordable housing also strengthens the local economy by allowing workers to

live closer to their jobs, reducing commute times and costs. As a non-profit professional and a long-term resident of Southwest Florida, I have seen firsthand the struggle ALICE households face.

Thank you for considering this essential step towards addressing the housing crisis in Collier County. Thank you very much.

MR. MILLER: Your next speaker is Robert Ferriby, and he will be followed by Lynn Copper.

MS. COPPEL: Coppel.

MR. MILLER: Coppo?

MR. FERRIBY: Good afternoon. My name's Robert Ferriby, and I live in Royal Palm Golf Estates also. I also am a retired lawyer, having done it for roughly 40 years.

That being said, I would like to talk a little bit about the Planning Commission hearing. It seems like we've kind of glossed over some of that. That was three days, multiple witnesses, examination and cross-examination not only by counsel for both sides, but also by the commissioners themselves. Interestingly enough, at the conclusion of that, all of the commissioners suggested that this was not a good place to put this project.

They all acknowledged that affordable housing was important; however, they made it clear in their analysis, and they stated right in their findings, that, in fact, that desire for affordable housing did not rise to the level that it should override all of these multiple reasons that they came up with that this project should not go forward.

It's important to note that they were very concerned and spent some time on the fact that Fiddler's Creek did not do what they were obligated to do in 1997 and 1998 when they undertook this project. They did not file the conservation easement and, in fact, they have never filed one.

Instead, they filed some conservation covenants that they drafted and that benefited them and that had provisions that allowed for

potential modification. This was not what was originally contemplated, and I think the Planning Commission was understandably bothered by that fact.

I believe, Commissioner LoCastro, you indicated you had concerns about this January 24th letter from the Department of Interior, specifically Fish and Wildlife. We can go farther back than that. In October of 1922 [sic], the Commission said, "The Service finds that revising the biological opinion is not in the best interest of the conservation of the Florida panther. Not only was the previously [sic] upon mitigation never completed, but additional development on this property would cause habitat for panthers in this area to become more fragmented and create additional adverse impacts."

And they go on to indicate that there is no reason they should change their opinion, and they say in '24, they will not change their opinion.

For these reasons and the almost 20 reasons cited by the planning commissioners after three days of testimony, I ask you -- putting affordable housing aside, because we can see this is not the appropriate area for it --

CHAIRMAN HALL: Thank you, sir.

MR. FERRIBY: -- it comes down to profit versus us wanting to protect our home.

CHAIRMAN HALL: Thank you so much, sir.

MR. MILLER: Your next speaker is Lynn Compo [sic]. She'll be followed by Tom -- is this Slaughter? I think. Lynn?

So Lynn must not be here.

Tom will be followed by Todd Lyon. Is Mr. Lyon here? Yes. Okay. You'll be at this speaker.

Tom, you have three minutes, sir.

MR. SLAUGHTER: Thank you. For the record, my name is Tom Slaughter. I'm a land-use planner by trade, spent 20 years in

local government. Since leaving government, I've also served on a community redevelopment agency as well as, in Lee County, Affordable Housing Advisory Committee.

In reviewing this petition, I'm going to keep my comments strictly just to the affordable housing and especially locational factors.

One of the interesting things I found is the absent [sic] of direct policies in answer to questions of how this is in support, and I have gone through the material and through your own Growth Management Plan, your Land Development Code. And then, lastly, we depend on state and federal guidelines as well for affordable housing.

And what I'm speaking to is really four big criteria: Proximity to employment centers and economic hubs; accessibility to our essential services; transit and mobility, which I'll get to in a second; and then, of course, avoidance, remoteness in those high-hazard areas, which we have learned this to be in.

In going through this development, we've identified that 2-mile trip. And for the average person walking, you can probably do that in about 40 minutes or so at about a 3-mile pace. That's not reasonable for somebody to actually walk to work. So I think we acknowledge you're pretty much stuck to driving. And I say driving because even on the roadway, which the engineer showed, there's no bike path. There's no mobility plan that goes beyond, "We're going to improve the road because we have to."

So when you look at this, that's the problem not only from a standpoint of mine reviewing this, but in your own Growth Management Policy 1.1.1, which talks about prioritizing workforce housing. We acknowledge we want it, but in this case it talks about near jobs, reducing commuting time. And one of the things we've heard is is, no, this won't address that at all.

So then we look into other areas, essential services, and these get into our financial resources, grocery stores, schools, those things that

we use beyond just going to and from work.

And again, it suffers from that same problem, because when I pulled up a Google map and started counting off how far away Publix was at about three miles, where these other things extend further out, I think it identifies that this is very much on a fringe of a development.

And again, I point you back just not only to my own review, but to Policy 1.3.4, which requires affordable housing near these essential services. And I think it's clear that this really hasn't been met at this point. It's close. You want it.

In the remaining 30 seconds, you also have the transit integration. Policy 5.1 speaks to that specifically, and that roadway by itself -- the internal roadway for the development is a much better roadway cross-profile section than the one you've got. So I think you really should take a step back and go, if you want to put in more development along that road, improve that road beyond simply those minimum.

And with that, I'm out of time, and I thank you very much for your consideration. Thank you.

MR. MILLER: Your next speaker is Todd Lyon. He will be followed on Zoom by our first Zoom speaker, Gary Kluckhuhn.

MR. LYON: Good afternoon, Commissioners. Thank you for letting me come and speak. I'm going to speak from two different lenses today. My first lens is as the vice president of human resources at NCH. We are the second largest employer in Collier County after the Collier County Public Schools, and the issue of employment and recruitment retention is very real among our workforce.

We are consistently losing staffing. We are at a turnover rate of 19.1 percent despite market increase aftermarket increase for all of our positions.

Our nurses, our technicians, our lab personnel work 12-hour

shifts with often more than a one-hour commute each way to work. This is not safe for our workforce here in Collier County. They also don't feel the assimilation into our community, thus creating a higher turnover rate. I'd like to mention, too, that the proximity to Marco Island and our southeast immediate-care locations and rehab facilities as well as imaging and our southeast location in Naples are very proximal to this development, and we would actually -- it would serve us well because these are some of our hardest areas to recruit into.

Our urgent care on Marco Island is actually one of the few medical facilities that was open during -- 24/7 during the hurricanes, and they are our hardest areas to staff.

I would like to say, too, there seems to be a misconception that these staff can't have cars. These folks do make, you know, $90,000 a year. They have a car. They don't need to be able to walk to a grocery store. They can't afford the cost of housing here in the community. I just wanted to make a point of that.

Also, residents, people are worried about who could really afford this. I will tell you that based on our pay scales, a nurse with about 10 years of experience would hit this income bracket. Or perhaps a new nurse grad, who is maybe engaged to or married to a first responder, this would be in their -- their income.

The other hat I'd like to wear today is as a member of the Affordable Housing Advisory Committee with the county here in Collier County. I've been on AHAC for about two years. Growing up, and then also in my work, I've always been taught that when there's a problem, you don't just bring the problem back, you bring a solution.

One of the things I always think about is if not here, then where? We are not going to solve this problem of affordable housing with one or two major projects. This project of 225 units is a great project.

I would like to say that there was a project recently approved in

North Naples two hours from my home, Ascend Naples. It hit a lot of controversy, a lot of opposition. I'm elated that that was approved. I want my neighbors to be our first responders, our teachers, our nurses. That, to me, is what it's all about to be here in Naples.

I encourage that everyone here take their energy and passion in wanting to protect their homes instead to perhaps help us find locations and areas for affordable workforce housing in Collier County. But today I would like to say that because we have people here who are bringing a solution to a problem we have, I vote to support this product.

Thank you.

MR. MILLER: Your next speaker is on Zoom, Gary Kluckhuhn, and he will be followed also on Zoom by Glenn Russo.

Gary, you're being prompted to unmute yourself, if you'll do so at this time. Gary, I see you online. You have three minutes, sir.

MR. KLUCKHUHN: Hello.

MR. MILLER: Hello. Go ahead, sir.

MR. KLUCKHUHN: Yes. I want to thank you guys for all the work you do and the time you spend in those meetings. I'm sorry I can't be there today. But I attended some of the workshops and, in fact, was denied the opportunity to speak on it at the last meeting because that had been shut down.

But I realize that the decision may have already been made; however, I believe that the comment about the other side that I keep hearing stated -- and I wonder -- I thought the commissioners, all of you -- and I know a couple of you pretty well and know that you represent We the People, and I don't think we're the other side.

But nonetheless, I go back over 45 years here, and I remember some of you might -- in fact, even 10 years ago we had a subtropical climate. The elimination of River of Grass has been way, way before that, but we still had all of that short hydro period wetland acreage

along 951 and on the south side of 41, the upper part of Rookery Bay. And I live in Rookery Bay.

And even as recent as five years ago, I could swim in the water here with impunity, and we had a bit of a subtropical climate. It rained most every day back when I first moved here, 2 o'clock. That's because we had the River of Grass, about a million acres of wetland. No, it wasn't short hydro period wetland. It was a swamp.

But we converted that into sugar cane desert, and our Growth Management Plan has left us with a lot of ground that's going to be covered up, eliminating what we did have was enough dirt, enough land to absorb the rain and then give it back to us in the form of cloud cover, and we had cloud cover mitigating the excessive heat.

Now the sun hitting the 13 UV rate, the gulf is getting hot, and right here on the -- on the Rookery Bay, it -- that 100-degree gulf temperature gives me a tidal surge. My house is not habitable because it floods in these storms.

But the solution, as the gentleman just before me mentioned, I don't want to just sit here and say why I think it's important that we draw a line in the sand and keep the wetland.

And it's not real complicated. This short hydro period wetlands, a term I just heard today, makes a lot of sense. But we've limited all of it, so now we get the sun extremely intense, 105 degrees it feels like frequently in June, July, and August. If we were to look at an alternative, such as developing some of the already developed land using air rights above these massive asphalt parking lots and go high-rise density like you did here on Isle of Capri for luxury housing, let our affordable housing be in high-rise and high-density above the existing already developed parking lots of which there are many right at Manatee Road and 951. There's --

CHAIRMAN HALL: Thank you, sir. Thank you, sir. Your time's up.

MR. KLUCKHUHN: Thank you.

MR. MILLER: Your next speaker and final speaker on this matter is Glenn Russo.

Mr. Russo, you're being prompted -- I see you've done that. Mr. Russo, you have three minutes.

MR. RUSSO: Oh, Glenn Russo, 3 -- 3169 Naples -- 3169 Capistrano Lane, Naples.

My attorney, Mr. Hartsell, gave you a pamphlet. I direct you to Exhibit P5, which is the 2018 master plan which shows all of the traffic from south Estancia going out to Tamiami, and Exhibit P6, which is the 2024 master plan which redirects all that traffic out to Collier.

I would direct your attention to Exhibit P18, which is an excerpt from the -- according to the Annual Update and Inventory Report Capital Improvements Element schedule update on public facilities 2023. This is a Collier County traffic -- a study that's done on a regular basis.

On Page 13, Item 95.1, 95.2, and -- 95.1 and 95.2 shows that Tamiami, where this southern Estancia was all going to dump the traffic, was operating at a Level B, 45.1 percent, and a Level C is 65.9 percent.

Now, all of that is being redirected through Marsh Cove to the other side of the development, which is Collier. Now, that's -- the roads of Collier are listed as 31.6 in the Exhibit P18, 36.2 and 37. They're operating at 99 -- 99 percent capacity, which is an E; 122 percent capacity, which is an F, it's failing; and 90.5 percent capacity, which is Level D.

So basically, this master plan takes traffic that was intended to go out towards Tamiami. And we all know Tamiami in this section, down by where this entrance is for Estancia, there's virtually no traffic down there. We know that Collier Boulevard between the Walmart

all the way down to Fiddler's is heavily trafficked. The entire island of Marco empties all the workers when everybody leaves there.

So you're taking traffic from an underutilized road, and you're redirecting it to a road that one section is operating at 122 percent of its capacity, it's failing today, and yet you're redirecting traffic from an unutilized [sic] road, Tamiami, where this exit is -- where this entry point is, and redirecting it to the other way.

So there is ways that this developer can get the traffic from the southern part of Estancia. It's a big parcel of land if you, again, look at the P5, which is the 2018 plan, and compare it to the P6 Exhibit, 2024. It's a very large substantial piece of property. You can get it out --

CHAIRMAN HALL: Thank you, sir.

MR. RUSSO: -- give access, but you can give access to --

CHAIRMAN HALL: Thank you, sir. Your time is up.

MR. RUSSO: -- the underutilized road --

CHAIRMAN HALL: Thank you.

MR. MILLER: That is all of our public speakers for this item, sir.

CHAIRMAN HALL: Before Mr. Yovanovich has a chance to debate, I want to talk to our colleagues just for a second. The whole thing about the federal permits and the federal environmental stuff and the conversations between the Fish and Wildlife and Mr. Hall, all that doesn't apply with us. That's all environmental stuff. That has nothing to do with our rezone decision that we have to make.

And regarding the easement, if -- big if. You know how I think about -- how I feel about "if." If the easement was recorded, we could still change it. It has nothing to do with if it was -- if it was recorded, it was in perpetuity, it's solid stone, you'd never change it in our life. The fact is we could change it if we wanted to.

So those two issues, you know, don't really play with the

decision that we have to make. I just want to keep that in mind.

Commissioner Saunders.

COMMISSIONER SAUNDERS: I just had a couple questions for the County Attorney, similar to some of the discussion you just had, Chairman Hall.

Mr. Klatzkow, you've been pretty quiet during this hearing. There has some discussion concerning whether we're violating federal laws, whether we're violating state laws, and whether we're violating our own ordinances in the potential approval of this project if it is approved. And I need some analysis on your part as to whether there was any merit to those arguments. The last thing I want to do is violate our own ordinances or our Comprehensive Plan or any of those other statutes that may apply here.

So I need some analysis as to whether or not we are doing some things potentially that would be in violation of those regulations.

MR. KLATZKOW: If I thought that, this item wouldn't come before the Board until that was cleared up. I don't find any merit to the allegations that were made.

COMMISSIONER SAUNDERS: So in terms of the procedural issues that were raised?

MR. KLATZKOW: Yes.

COMMISSIONER SAUNDERS: What about the issue of the sign being down? There's some pictures in our packets with the sign being down. Anything in regards to that?

MR. KLATZKOW: No, that's not material. I mean, this was duly advertised multiple times, and clearly the residents of the area were aware of it.

COMMISSIONER SAUNDERS: All right. Thank you, Mr. Chairman.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: I'm going to ask Ms. Scott to

make a comment if she'd like. But a couple things I had on here -- and I'll piggyback on what Commissioner Saunders said.

You know, when I hear, "Are we violating a, quote, a 'boatload of different policies, we are violating a host of federal policies and federal law,'" that was going to be a question I had for our County Attorney because, obviously, nobody wants to do that, but I didn't feel like we were, and you've answered that.

Ms. Scott, when you hear somebody make the claim and they say that, you know, Collier Boulevard is already operating past max capacity and it's a failing road, wow, I don't know that I've heard that before, especially with all the construction we have there and a lot of the improvement. What -- what's your comments to that? You're our traffic expert, for sure.

MS. SCOTT: So according to our Annual Update and Inventory Report, the 2023 adopted version, Collier Boulevard from Walmart driveway to U.S. 41 and really Manatee Road is severely congested. The State has another improvement to State Road 951 that they're trying to work into their -- and I say 951. Collier Boulevard, because some people don't talk the same lingo.

The State is working to get that final widening of Collier Boulevard that they have planned, which is Tower to Manatee, into their work program. It's currently not programmed, has been in and out of their work program.

What I would say is this is a vested development. Their traffic impacts are already figured into part of contributing to that exceedence of the -- of the capacity on the roadway. It's a state roadway, and we would work with the State to address any congestion issues that they have.

But from a state statute standpoint, it's a vested development, and we cannot turn it down. They're not increasing their density on that for the 6,000 units. They're not -- they're not changing their

traffic -- what traffic can come out of that development. They are remaining with 6,000 units for the Fiddler's Creek proper, if you will.

COMMISSIONER LoCASTRO: Okay. Thank you.

CHAIRMAN HALL: Mr. Yovanovich.

MR. YOVANOVICH: There was a lot that was said. A lot of -- I was thinking about -- and I try not to talk about people's names, but I have to in this case. Mr. Ossorio's [sic] 20 minutes of comments about how bad a people we are. It's essentially what he said.

This is -- it's Part 2 to what happened in the Planning Commission. He said the very same things at the Planning Commission, and he keeps repeating these inaccurate comments. I'm going to just highlight a couple of them because we'd be here all night if I were to put in all of the e-mails and all of the conversations back and forth with the State, including the letter from the person -- from Mr. Carey that you want to talk about.

But let's start with the first thing about how he somehow says, "Because there was a reference in 8.5.A to a provision," which he didn't put up on the podium -- put up on the visualizer, which I'm going to -- and he gave you his legal analysis that somehow allowing, in Section 29, uses that are allowed in a preserve somehow made this a preserve. That's not what it says. It says, "If we want to put those uses in Section 29, we are welcome to do that." And then we could do all these other uses, B, C, D, E, F G -- G's not yet. G, we're adding -- but H, which including what we showed you, active recreational activities, launching and storage facilities.

So he's giving you an inaccurate legal conclusion that somehow in 1998 this entire Section 29 was going to be a preserve.

I showed you the master plan. The master plan says what the master plan says. And Mr. Bosi and everybody else on your staff agrees that Section 29, as far as the PUD goes, was never entirely

going to be a conservation preserve area. That's the facts.

If we were to place a conservation easement on Section 29, according to the PUD, it would be the portions that are identified on the master plan I showed you that's a preserve. It would not be in the area we're talking about today, so I wouldn't be asking you to amend a conservation easement for the county's PUD. Factually incorrect, a misrepresentation, and it's consistent constant misrepresentation by him in a public forum as to what was agreed to and what is in today's PUD.

He then -- I almost feel like I should quote some of Mr. Oldehoff's language and how he basically dressed us all down with phrases like "breathtakingly illegal," "audacious to even ask for it," "How low will you go?"

We spent -- "we" being Tim Hall, who I've known for almost 30 years, the most honorable person or honest person I know when it comes to permitting that I know, and he testified and said, "I had multiple discussions with U.S. Fish and Wildlife, Army Corps of Engineers about Section 29 and modifying the commitment that these 57 acres were going to be part of the -- part of the conservation area."

He starts back in 2020 saying, "We want to remove the 57 acres from" -- let me put this up here. I've highlighted a few areas. He starts in April of 2020 with an e-mail to Robert Tuis (phonetic) with the Army Corps of Engineers notifying him that "the State won't take our lands. What are we supposed to do? How do we modify the permit? And, oh, by the way, I want to remind you, we're trying to take the land out." That's 2020.

He follows up several times in 2020. Finally, Mr. Carey, with the U.S. Fish and Wildlife Service, who wrote the letter says -- oh, he's confirming to everybody they're going to reopen up the biological opinion. Where's the -- we did such a good job of hiding that they were taking this land out, we told everybody. We did not hide

anything from anybody.

It was correct -- why would you write a conservation easement -- as Commissioner Hall pointed out, I could have put a conservation easement on it, and I could have said, "Please let me remove it." They didn't insist upon that. Ultimately, we did what the law says we could do, which was accepted by the Corps. We recorded these covenants, and in the covenants said, "We reserve the right to come back and ask to remove these 57 acres." No hiding. It was accepted by the Corps and U.S. Fish and Wildlife Service.

They say, in 2022, "We're going to reopen and reinitiate consultation."

Shortly after Mr. Carey says they're going to do that, the Corps sends him a letter saying, "We're reinitiating."

We're not hiding the ball. We're having conversations with the Corps and U.S. Fish and Wildlife Service about how do we take the 57 acres out.

Well, the Corps finally says, "You know what, we need to have -- let's record the covenants, record an easement." We did it with the language approved by the Corps saying we can remove the 57 acres if we go through the permitting process to remove the 57 acres.

At no time were we found not in compliance. At no time were we cited for anything. We did everything asked of us, and we followed through asking, "What do you want to do; how do you want to handle removing this 57 acres?"

If you remember, I said to you, oh, by the way, U.S. Fish and Wildlife Service said, "Hey, we're fine." We get an e-mail from Mr. Shindle, who works for Mr. Carey, saying, "For a million-six, we'll take the 57 acres out." That's summarized under that second asterisk right there, for the 57 acres that the PHU value is roughly $90,000.

We were being held hostage, to use some fiery language that others want to use in this room. We were held hostage, and we said, "Not going to happen." We're going to go through the process. The letter -- that's the -- what was the quote? -- the throat-shot letter.

If you remember, I started the presentation by saying we got a letter from U.S. Fish and Wildlife Service saying, "Guess what, we can't change it under the current permit." I underlined the language that he didn't highlight for you. It says finally, "The Corps' permit was the federal action subject to Section 7, consultation under the Endangered Species Act; however, that permit has now expired. There is no ongoing discretion for the purposes of" remaining -- or "reinitiating consultation as articulated in this rule. Therefore, modifying the project in the biological assessment in the context of the original Corps permit is not possible."

COMMISSIONER LoCASTRO: Because it's expired.

MR. YOVANOVICH: Because it's expired. I have to start all over again.

COMMISSIONER LoCASTRO: Yep.

MR. YOVANOVICH: And we've said to you, we will start all over again if the project is approved.

Now, Mr. Carey, I'm sure he was getting beaten up pretty good from people calling him, and he's got his own personal opinions. But, you know, he is subject to the rules and regulations, and when we submit a permit and we submit all of the biological information that follows up, he's going to have to review it, and he's going to have to follow the process. And if the process leads to modifying the permit, the permit will get modified.

This is not final agency action. This is someone telling us, "You're in the wrong process right now, and I'm going to delay and delay and delay and not take any action because you wouldn't pay me the million-six we originally asked for in 2023."

That's where we were, and that's where we are. And we are asking, and we will go ask, hopefully, if we get approved, for a modification to the permit for Estancia to remove this 57 acres and pay whatever mitigation we have to pay related to developing the project in Section 29. There will be additional mitigation for developing the project in Section 29. We will do all of that in accordance with all of the rules and regulations in effect at the time we ask for that.

I'm glad Mr. Klatzkow gave you his legal analysis about all those statements made by opposing counsel. There is data and analysis. We provided you all the data and analysis. There is a shortfall of affordable housing. We all know that. The data and analysis is there. We provided you the data and analysis about -- Tim Hall provided the testimony about what's the environmental attributes of the property that we're seeking to make a change to.

If you approve this, this will be internally consistent; your GMP will be internally consistent.

We provided drainage testimony from an actual engineer who does this for a living. You don't have any engineers up on the other side saying this won't work out. You have people -- and I get it, but they don't understand. They're not engineers. They don't understand how this all works and what the process will be for us to go through the Water Management District process, and if we can't satisfy those requirements, we will not get approved.

COMMISSIONER LoCASTRO: Can I ask you a question, Mr. Yovanovich --

MR. YOVANOVICH: Absolutely.

COMMISSIONER LoCASTRO: -- before you move on to these, like, federal letters?

MR. YOVANOVICH: Yes.

COMMISSIONER LoCASTRO: They matter.

MR. YOVANOVICH: Sure.

COMMISSIONER LoCASTRO: But I wanted to hear it from you, so I'll sort of summarize. What's stated in here -- and I read some of the things that weren't highlighted as well, so that's why I'm -- but I want to hear you bring it out. But the reality is, you will have to go back through all these steps and, in order to move forward, you'll have to get a much different letter than this.

MR. YOVANOVICH: Absolutely.

COMMISSIONER LoCASTRO: If you get a letter very similar to this, then it doesn't matter what we did today. The project never moves forward.

MR. YOVANOVICH: Absolutely, and I said that right from the very beginning. This is the first step in the process. I got -- and it's like every other project. Let's just say we never had a discussion, there's no history related to Section 29 whatsoever, no history, and I were to come to you today, and I asked you to do that, and they were still up here talking about their concerns -- forget any history about this was going to be a preserve or not a preserve.

I still would have to go through the very same process I'm going through on every other project. Get a Water Management District permit, and if there's wetland impacts or endangered species impacts, you deal with the Army Corps of Engineers. This is no different. You don't -- you're early on in process to get the entitlements. We have a lot of work to do before we actually move -- start moving any dirt.

There is no expert testimony in the record contrary to our experts and your expert's testimony with regard to environmental impacts, drainage impacts, transportation impacts. All of that, the experts agree we are not negatively impacting our neighbors, and we are making it better from a water management standpoint because of the improvements to Auto Ranch Road and actually removing the farm

road that is in Section 29 that is acting like a dam. We're making it better for the people who are concerned about the impact of this project.

This is no different than a bunch of other projects that come your way when there's vacant land. The reality is they just don't want to see anything on that land. So they'll just hope we don't build the boat barn, we don't build a racquet club. And don't forget, that's not limited just to the people that live in Fiddler's Creek. That's open -- we can open it and market it to the general public. They're just hoping that just won't happen.

It's no different than, you know, other projects that you've been involved in where I had likewise received a negative recommendation from the Planning Commission. They're hoping it will always stay vacant. It will not always stay vacant, and we're going to go through this process.

We've met with Commissioner LoCastro. When I say "we," my client and I and residents of -- I keep calling it Boyne South. I don't know why I can't get the new name in my head. I've been here so long.

We met to talk about water management issues. I said at that meeting, "Please come talk to me." Nobody's talked to me. Nobody's talked to my client. Nobody -- they've never talked to us about it. There's opportunities for us to help, but I guess they're not interested in those opportunities for us to help.

This is a good project. It's consistent with your -- the revisions we're making are consistent with your policy to encourage affordable housing at the right locations. You've heard from employers about this is the right location.

The last planner who spoke, who's from Lee County, you know, I would have asked him the question, "Is this particular project closer to Physicians Regional on Collier Boulevard or where he lives in Lee

County?" I'm assuming if he -- if he testified truthfully, he'd say this property is closer to Physicians Regional on 951, or Collier Boulevard, as well as to Marco Island. So anybody who's commuting from Lee County, Cape Coral, Lehigh Acres, Bonita Springs are traveling way further to come work here.

You've heard from, you know, the Chamber and Naples Community Hospital about how important it is to have people living in the community where they're working, because they're losing those employees.

You know, Commissioner Kowal has told me stories about the Sheriff's Office and losing recruits and losing deputies because they can't live here. They can't -- you know, they just can't -- they can't afford to live here. This is a crisis. It's a housing crisis, and we're trying to do our part.

We're not -- Mr. Ferrao has been here a long time. He's not a bad person. Because he wants to provide this affordable housing doesn't make him a bad person. And it's not illegal, immoral to change your mind from 1998. Yes, those were the original thoughts. Things have changed.

Your Growth Management Plan is a living, breathing document. It gets amended when it's appropriate. It's appropriate -- our request is appropriate, and we're asking you to vote in favor of all three petitions, the change to the Growth Management Plan, the change to the -- I'm sorry -- the PUD, and the change to the DRI development order.

And last thing, so I don't forget, the road connecting within the project, as staff has pointed out, that ship has already sailed. It's already been approved through the amended -- the different plats approved by the Board of County Commissioners. This is just a housekeeping detail, what we're doing. It's not something that you can say no to, because you've already said yes to it. So all we're

doing -- that's a housekeeping detail with regard to that road connecting.

As you know and Mr. Bosi pointed out, master plans are conceptual. They're not fixed in stone. And I'm sure whatever Mr. Russo handed out probably had a disclaimer on there that says, "All this was conceptual." But if he's got a gripe or he thinks he's got some kind of a lawsuit, then he can file it, and we'll defend against it.

And with that, we're available to answer any questions you may have regarding our request.

CHAIRMAN HALL: Commissioner McDaniel.

MR. YOVANOVICH: Thank you for your time.

COMMISSIONER McDANIEL: I have a couple of things. And first I want to talk about the fragmentation of the habitat between the 57 acres and the road that's going over to -- the connecting road that's going -- the old trail that's through the woods.

MR. YOVANOVICH: You mean the farm road?

COMMISSIONER McDANIEL: Yeah, the farm road that you're going to convert to the -- that will be the access road.

One of the -- while I was reading this actual letter from January of '24, I was talking about -- I was thinking about that fragmentation. How do you feel about fencing that road and extended oversized culvert for ingress and egress for the critters? Just to reduce the fragmentation. This letter here talks specifically about that fragmentation and its detriment to the habitat quality that's, in fact, there.

MR. HALL: And I think that's one of the things, when we do go in for the actual development of this parcel, that that would have to be dredged. You're talking like maybe a wildlife overpass or something like that that would --

COMMISSIONER McDANIEL: Underpass.

MR. HALL: Underpass.

COMMISSIONER McDANIEL: I was thinking of an underpass.

MR. HALL: Underpass, yeah. Sorry. Underpass.

COMMISSIONER McDANIEL: Yes.

MR. HALL: But yeah, I mean, that is -- I think that's definitely within the scope of what's available or scope of what's possible doing that kind of thing, the ground elevations out there related to where the road will need to be. There's some existing -- there's, I believe, two existing old culverts under that road that could be augmented a little bit to support an underpass.

COMMISSIONER McDANIEL: Okay. Because that was just a thought that -- and I don't know if that comes from us or if that comes from the Army Corps.

MR. HALL: That will come -- that kind of thing would come out of the discussions with the wildlife agencies, and then it would either be a permit condition -- it would either be a -- a terms and conditions as part of a BO or an actual permit condition within the state or the federal permit.

COMMISSIONER McDANIEL: With the agencies, not -- but that was a -- that was a thought that I had.

My next question has to do with the Auto Ranch Road improvements. The 60-foot right-of-way that's existent on the pictures that we've seen, is there enough room there -- are we going to have to do any eminent domain or anything to be able to do all that?

MR. YOVANOVICH: Everything -- I'm sorry. Everything you saw fits within the existing 60-foot right-of-way.

COMMISSIONER McDANIEL: Okay. The folks that are living along Auto Ranch that choose to -- and maybe this isn't a question for you. It might be for Dr. George or senior staff or somebody. It's only going -- it's not going to be a mandatory hookup. But if somebody wanted to volunteer to hook up to the water, I think I

heard during the testimony that it's a force main so there's a lift station, and there's other things there with regard to the sewer. But as far as the water goes, if someone couldn't afford to -- wanted to but couldn't afford the 4- or 5-, 10,000, whatever it was, the cost associated with tapping into the public water that's there, do we have capacity at the county level to allow for that to be accomplished and then -- I know we've done it in other subdivisions where we assess a non-ad valorem assessment for that fee. Is that a possibility here?

MS. SCOTT: So, Commissioner, that is certainly our desire is to get these folks on water and on our sewer system, and that's part of the study that we did anyhow.

And so our goal is -- if the Auto Ranch Road is improved, is to go seek those alternative funding sources to be able to buy down those assessments, which is what we've done in some of our partnerships with the City of Naples with our Goodlette-Frank project and other projects that we've done, as well as to go seek those grant opportunities, those legislative appropriations to be able to buy down that assessment.

COMMISSIONER McDANIEL: And after we've done all of those, we can still allow for someone that couldn't necessarily write a check for the spread between the grant monies and the actual expense to have that be attached as a non-ad valorem assessment, and they could still be accomplished?

MS. PATTERSON: Yes, sir. In the West Goodlette project, there were a number of options that were allowed. People could pay it over time; they could pay it all at once; they could pay it at the end if they knew they were going to be selling their house. So we could model a program after that.

COMMISSIONER McDANIEL: Okay. And I'm back to you now, Rich.

Let's talk about the spreader canal. Some folks have called it a

lake that's along the south side. And by the way, it's Boyne South to me, too.

MR. YOVANOVICH: Yeah. I --

COMMISSIONER McDANIEL: Let's talk about that a little bit. Yesterday when we were speaking -- and one of the residents, I think a fellow back there in the green shirt spoke about it. There is a culvert at the end of that that's crushed.

MR. YOVANOVICH: You're talking right here.

COMMISSIONER McDANIEL: Yes, approximately where you're -- yes, right there there's a culvert.

Now, yesterday you told me about -- there was an error in a survey. Somebody dug a ditch or there was an old farm ditch that went along the east side of your property, and that's that theoretical outfall potential for that. Is -- are you willing to put -- you said earlier that you haven't been communicated with by the -- by the subdivision. Would you be willing to communicate with them and rectify that and necessarily clean that ditch?

MR. YOVANOVICH: Well, here's what we -- had they actually called me and said, "What's your client willing to do?" -- hey, let me give you a little history because I think I have to put it in context.

The way this was always originally permitted, it was supposed to -- there's a pipe that brings the water here into the state lands. I don't know if they ever got permission from the State to do that, but over time what ended up happening, they had issues with that. And near as we can figure out, the State built a road around its property, and in getting enough fill to actually build the road, they dug up part of my client's property, and that canal that's out there today that's been there a few years was never the outfall --

COMMISSIONER McDANIEL: Okay.

MR. YOVANOVICH: -- for that development, never was the

outfall for that development.

So -- and we said that in a meeting. "Guys, you don't have any rights to flow across my client's property." Mr. Parisi was there. We said, "Come talk to us." I guess that -- they were going to hire an engineer, and maybe they've hired the engineer, maybe they haven't hired the engineer, but they haven't come talked to us.

What we would be willing to do is we would be willing to give them a 15-foot-wide easement, nonexclusive drainage easement along the boundary here. They could then install a pipe to get their water down here so they can have their outfall, they can have their straw, if you will, to drain their property, and we would give them that easement when we get our Water Management District permit and we get our Army Corps of Engineers permit.

We would be willing to do that to give them that drainage capacity or ability. By putting the pipe in, we don't lose any land. We could put -- we could put our landscape buffer over the top of it, and they can have their solution. It's going to cost them a little bit of money, but it's probably cheaper than going and dealing with the State to go get an easement from the State and having to do something there.

COMMISSIONER McDANIEL: What happens if you don't get your Corps permit or your District permit?

MR. YOVANOVICH: Well, I don't know. At that point, then, I guess -- getting the Corps permit and the Water Management District permit, it depends on how -- you know, how much opposition we have and who that opposition is from. But we're -- I guess at this point they haven't given us any encouragement to just give it to them.

COMMISSIONER McDANIEL: I'd like to see that rectified at some stage, somehow, someway, irrespective of whether or not you -- if the zoning's approved today, I'd like to see the ability for them to be able to move their water off.

MR. YOVANOVICH: I've got to get a Water Management District permit, and until I get a Water Management District permit, I --

COMMISSIONER McDANIEL: Do you do, or do they need to?

MR. YOVANOVICH: No. It's on my property. I wish it were my property. It's on my client's property.

COMMISSIONER McDANIEL: I understand.

MR. YOVANOVICH: So until I get a Water Management District permit, I can't put them on my property.

COMMISSIONER McDANIEL: And then last but not least, if the zoning were, in fact, approved, would you commit to traffic calming with some kind of a trigger on Auto Ranch?

MR. YOVANOVICH: You know, I've been schooled by Trinity enough that if Trinity says we want to put a couple of traffic-calming tables, sort of like on Solana Road there are a couple -- I don't know if they're tables or bumps or whatever, whatever they're called, I can't imagine that it's that much of a burden to us to go ahead and install that as part of our road improvements, but I've got to be given some direction from Ms. Scott.

COMMISSIONER McDANIEL: What kind of a trigger do you need to see in order to effectuate that?

MS. SCOTT: We have parameters in our neighborhood traffic management program that would trigger allowing traffic calming on a roadway, and if those thresholds are met -- it's typically certain volume of traffic, certain speed over the posted speed limit, and if those are triggered, then we could allow them to do so. We have language in other PUDs that I'm sure that we can pull to put that commitment in there.

COMMISSIONER McDANIEL: Okay. That's all.

CHAIRMAN HALL: Do you have triggers for e-mail calming

software?

MS. SCOTT: No, sir. I haven't figured that out yet.

CHAIRMAN HALL: Okay.

Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you, Chair.

So I'm going to just ask two questions, and then I want to -- maybe my colleagues are lit up, and they'll have other questions, and then I'll go back to the bulk of what I have.

But, Mr. Yovanovich, first question I'll ask you is the thing that I asked at the beginning. And I know nobody wants to answer it because they don't want to throw anybody under the bus or sound rude or anything. But, you know, we've held up the Planning Commission to a pretty high standard that they spent three days, and these subject-matter experts across the board who, you know -- I'm being extremely respectful. I nominated one of the people who's on the Planning Commission.

But I'll defer to my colleagues here and say that if you added up all the time that the Planning Commission spent talking to the county staff, I bet if you picked just one of us here, our time dealing with the county staff, you know, exceeds the Planning Commission's time in total.

So they're part of the process, but we've done an unbelievable amount of heavy lifting talking to the staff. So my question is the same question I asked at the very beginning. And, you know, we're all big boys and girls here. This is a big decision, multi-million dollar. Don't worry about upsetting a Planning Commission person and they might give us their letter of resignation. If they're upset, then I want their letter of resignation, because I need people that are leaders and can sit on the Planning Commission and ask tough questions, give us a recommendation, outline it in detail, and not walk into that meeting and maybe not be as prepared as we are. So it's part

of the process. There's a reason why we vote and they recommend.

But my question is: Why did the Planning Commission -- and it wasn't unanimous. You had Mr. Schmitt who lives in Fiddler's Creek who had to recuse his vote. But I spoke with him as well as some others to get feedback, and he would have had a much different view, and he worked for the Army Corps of Engineers. So I value what he has to say and what he maybe would have said as, you know, I gather info.

But what do you think they missed or misunderstood that caused them, after three days, to give us a recommendation of denial when it comes to Section 29?

MR. YOVANOVICH: I'm going to give you Rich Yovanovich's take on how that whole three-day process went. And I'm probably going to make some people upset with -- upset with you -- or upset with me for telling you how that hearing went.

It started rather assertively with comments from some of the members pointedly asking and interrupting me several times during my presentation, jumping to Mr. Bosi and basically saying, is the only reason you're -- are you -- would you -- "Would you recommend this project if it didn't have affordable housing?"

Mr. Bosi gave the honest answer, and he told you he should have elaborated. But that was the tenor that was set right from the beginning.

We kept having to answer questions about these alleged commitments that all of Section 29 was going to be placed in a preserve. And in my opinion, we were not being listened to. That's my opinion. I thought it was one of the roughest Planning Commission hearings I've been in, and I've done a lot of rough ones. But I think that if you go and listen to that tape and you read that transcript, I can't say that we had an objective Planning Commission. I can't say everybody wasn't, but I think some of the members were

not objective in their considerations. Their minds were made up before we even got in there, which is okay. It happens. We're all human.

They had received some information, and they weren't listening, is my opinion. I don't think we were -- we were heard out. Because I think if you listen to everything that was presented, the traffic issues -- they said they didn't like the traffic, but all the experts said traffic was safe. They didn't like the drainage, but all the experts said drainage was fine.

There was a whole lot of "a promise is a promise." That's what was agreed to, and you can't change your mind. And I think, honestly, that's why they said no. They thought a promise was a promise. I think facts left the meeting, and there were a lot of people in that room that were speaking against the project, and the Planning Commission punted.

COMMISSIONER LoCASTRO: Well, one of the things that I'll say is how proud I am of my colleagues up here because you see the -- I watched that Planning Commission, and others as well. And, you know, maybe it's a little looser, it's a little more conversational, but that's why it's a recommendation.

But when we're here to vote on, you know, a multimillion-dollar project, you see how this meeting goes. So, you know, I commend the Chair for running a professional meeting. I commend the citizens for coming to the podium and doing their due diligence. I think the extra month that -- I didn't punt this for a month. I pushed it for a month because I had hoped that a lot of things would happen. And some did. Citizens meeting more with the commissioners here, and you can tell by the quality of the questions that we're very engaged and very informed of what can be done and what can't be done.

Having said that, I guess I'll continue with a couple of my other observations here. Growth Management Plan -- and you sort of stole

my thunder a little bit or my words. It is a -- it is a fluid document. We've changed it here before, so you can't just say it's set in stone when you don't want it to affect something in your backyard. And then if you want to build housing or something that benefits you, then it's fluid, and you make changes to it.

We try to be fair. We look at every single document, but some people that came up here and said, you know, you have to stick to this particular document, well, then you're not at the meetings that we all are in because we make adjustments to it all the time, and then other times we say "absolutely not."

Same with rezoning. Rezoning is a right, to ask for rezoning. One of the examples that I stress in my own district is there was something zoned near Lely that was zoned commercial for many, many years. While it sat empty, all the lots around it that were zoned commercial were all built out, and it proved that maybe they were overbuilt because some of the stores have gone out of business, and they haven't survived. So the bottom line was it was an easy decision to rezone the last remaining lot from commercial to something residential, because we didn't need more commercial. So we look at each thing, you know, on its own. So amendments are possible.

Let me ask you this: If you -- I'm disappointed between the Planning Commission and today that there wasn't dialogue between you and the citizens and the citizens and you. You know, I'm not here to finger-point who could have called each other up. But in previous decisions we've made when we've had a gap between a Planning Commission decision and an actual vote by elected -- you know, the five elected commissioners, it's benefited both sides at times when they have come together and have negotiated or talked, and even though they might agree to disagree, they come to our meeting with at least a little bit more in hand than the Planning Commission had.

Had you met with the citizens -- and Commissioner McDaniel took something right off of my list, the straw, that's -- regardless of how we vote on this, but if we vote to move forward -- because I know you're not going to make improvements here if this whole thing dies. But let's say that we agree to the rezone, what is the maximum that you are prepared to do in that area? You sort of touched on it, but I'd like you to put a little bit more detail in there.

What's the maximum that you're prepared to do to help with the runoff from the homes that -- on Royal Palm Golf Estates?

MR. YOVANOVICH: Well, there's a couple of things that will happen if we get our permits, because we have to get permits to move forward.

COMMISSIONER LoCASTRO: So let's assume you get the permits.

MR. YOVANOVICH: If I get the permits --

COMMISSIONER LoCASTRO: Tell me what you're prepared to do.

MR. YOVANOVICH: Okay. This road right here, which is our access road, is going to get replaced with a road that has culverts underneath it that's going to allow for water to flow and not get backed up. That's one thing we're willing to do.

Second thing would be to give them what I said was the 15-foot-wide drainage easement for them to install a pipe so they don't have to worry about ongoing maintenance. They can install a pipe to drain their water along the entire boundary right on our property. Fifteen feet's enough for them to install it. They will probably never have to maintain it, but if they did, there's enough room for them to maintain it.

COMMISSIONER LoCASTRO: So that's a meeting that I chaired --

MR. YOVANOVICH: You did.

COMMISSIONER LoCASTRO: -- between the citizens and you. And actually, Christine came up to me at one of the breaks and said, "Are we still meeting?"

And I said, "Yeah, that's totally, you know, separate from this."

And she said at the last break that they have secured an engineer, so it's probably time for a meeting.

So knowing that, like you said, you hadn't heard anything. So maybe we're informally hearing here, and that might be a separate issue, but we're going to have meeting number two.

So I would say to you, Christine, just since we're on the topic of drainage, if you have an engineer secured, what Mr. Yovanovich is proposing, should we pass this, is quite a bit of investment that would couple with what you-all would provide that would -- would allow for significant drainage and runoff that you don't have now. So maybe that's a separate thing.

But -- so what you've said is 15-foot wide, and you would work in conjunction with their engineer to greatly increase how water here drains off into the other areas, correct?

MR. YOVANOVICH: Yes.

COMMISSIONER LoCASTRO: Okay. One of the things I'll say as a comment is if this were -- everyone's throwing around the word "preserve." If it were a preserve, you couldn't build boat storage on it. So I appreciate what you said, but the long list of things that -- you know, yeah, if it's a preserve, but then, you know, the previous document that you put up -- and it showed all the things that you could do in Section 29.

So I mean, there's a lot of people that have said, "You can't build anything on here because it's a nature preserve," and, you know, I think you've already sort of commented on that, but we have the details of what could be on there as a minimum if we did nothing today, and it's pretty significant.

MR. YOVANOVICH: Right.

COMMISSIONER LoCASTRO: If I voted for this, here's what I would like to see -- or I'd like to hear if you say yes to this. So first, a very aggressive plan for the drainage, as we just discussed. And like I said, I've chaired that meeting, and you've been there and the citizens have been there.

The setbacks specifically put in the PUD 518 feet.

MR. YOVANOVICH: I think we should attach that document itself as an exhibit --

COMMISSIONER LoCASTRO: Right.

MR. YOVANOVICH: -- to show those distances instead of trying to call it out.

COMMISSIONER LoCASTRO: Right.

That the seven million Auto Ranch Road enhancements would be put into the plan in great detail.

MR. YOVANOVICH: It's already in.

COMMISSIONER LoCASTRO: But it -- okay.

MR. YOVANOVICH: It's already in -- it's already -- what I read to you is already in the PUD.

COMMISSIONER LoCASTRO: Okay. Let me ask you this -- and this might sound like smaller things. But a 10-foot sidewalk, does that footprint there fit anything larger than a 10-foot sidewalk, or that's the --

MR. YOVANOVICH: It's a 5-foot sidewalk.

COMMISSIONER LoCASTRO: I'm sorry, a 5-foot sidewalk. Could it fit anything bigger than that? I wrote down here 10 because that's what we're doing in a lot of different places.

MR. YOVANOVICH: I've only got 60 feet, and I've got to do the swales.

COMMISSIONER LoCASTRO: Okay. Okay.

One of the things that I'll say on the speed -- you know, speed

bumps aren't necessarily a player here. If you brought in every EMS and ambulance driver here, they would say, "Please remove every speed bump here in Collier County. When we're trying to save a life, stopping at every speed bump as we're trying to get to a house where somebody might be dying" --

But, Trinity, what you and I and Tony have been working on on St. Andrews, bumps, flashing lights, things like that. I'm not saying turn Auto Ranch Road into Las Vegas, but there's quite a bit that we've added to St. Andrews, which has been a real significant issue when it comes to speed and safety.

And, actually, I just got a call from a senior leader that lives in that St. Andrews neighborhood thanking us for the different things that we've done. So -- yeah, shocker.

There's an awful lot that can be agreed to that aren't necessarily speed bumps. But what did you -- what's the term you used? The little buzz word for -- "speed attenuation," or what's the -- you had a little sort of saying about slowing speed down.

COMMISSIONER McDANIEL: Throw out the anchor.

COMMISSIONER LoCASTRO: Well, that wasn't it.

MS. SCOTT: Traffic calming, sir.

COMMISSIONER LoCASTRO: Traffic calming, that was it.

So those would be all things that you'd be in favor of if this was approved, right?

MR. YOVANOVICH: Well, I can't give you a blank check on traffic calming.

COMMISSIONER LoCASTRO: Right. Okay. But none of these things that we're talking about that are realistic are a million dollars. I mean --

MR. YOVANOVICH: I don't know what they cost because I don't know what you did -- I just don't know what you did on St. Andrews. I don't know what that cost.

COMMISSIONER LoCASTRO: Okay. Well, take my word for it, it would be something you could afford if this project went forward, I would just tell you that.

MR. YOVANOVICH: Can I get a grant from the county?

COMMISSIONER LoCASTRO: No.

The height of the landscape on the buffer, it might not sound like a big deal -- and I think Mr. Bosi or somebody said it was eight feet. Several things that we've approved here, when we're really trying to create a buffer of something that's a certain height, 10 to 12 feet is the minimum that, you know, I fought for. And it might sound like no big deal, and in a year or two it will be 10 or 12 feet. But usually when we say eight, then I hear when the trees show up, they're really six to eight. So would you agree to a much higher, a much taller buffer of landscape?

MR. YOVANOVICH: At Home Depot, which you guys approved not that long ago, we had 14-foot trees at planting.

COMMISSIONER LoCASTRO: Right. Yeah.

MR. YOVANOVICH: So we could commit to our canopy trees will be 14 feet at planting.

COMMISSIONER LoCASTRO: Okay. I'd want to get that in writing.

MR. YOVANOVICH: You're just talking about the buffer. Is that -- this buffer right here, the north buffer?

COMMISSIONER LoCASTRO: Yes.

MR. YOVANOVICH: It's right here.

COMMISSIONER LoCASTRO: Yes.

Okay. And I mean, I don't mean to put you on the spot, but lastly, you know, besides, you know, putting in the pipe, if you and the citizens would have met several times over the last month, are there other things that, you know, you would have, you know, entertained as far as, you know, above and beyond the things that

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we've mentioned here?

MR. YOVANOVICH: No. At that point -- you know, I've -- we've looked at everything, but at the end of the day, because we compacted the footprint to just 50 acres, minimized what we'd have to do to modify the Corps permit, I can't spread out. If I could spread out, I might be able to go lower in building height, but I can't. So this is -- what I understood to be the primary concern from residents was flooding. And I understand their concern. They are an older community. We can help address their solving some of their flooding problems.

COMMISSIONER LoCASTRO: Yeah. And some of their flooding problems have to do with elevation and dated drainage.

MR. YOVANOVICH: Giving them the ability to put a pipe in will be a significant improvement for them in their drainage issues.

COMMISSIONER LoCASTRO: Lastly, one of the comments made by somebody during their three minutes when they talked about affordable housing and the ability to walk to Publix and this and that, these five commissioners, we've been very focused on affordable housing, and if you think we've cut the ribbon on affordable housing all over this county and a Publix, a CVS, and all the bells and whistles that you need were all within two blocks -- I mean, that's not -- that's not feasible. The distances I look at on this map make it extremely advantageous, you know, to affordable housing. We've built affordable housing units in areas that we've very proud of that are further in distance from a lot of the bells and whistles and the critical needs and the transportation points, so...

MR. YOVANOVICH: Right. And I know you know this, but when you say "affordable housing," the units that are income-restricted are the very same units that market-rate people have. So it's got all the bells and whistles. Those units have the same bells and whistles as the market-rate units. So it's not a

lower-quality unit. I don't know if everybody in the audience knows that. I know you know that, but...

COMMISSIONER LoCASTRO: Yeah. Okay. Well, you've answered my questions on what could be possible if we -- when this comes to a vote and what you would have -- what you'd agree to above and beyond what's already in the packet.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Just a curveball on the drainage. Yes. Are you standing in the box? Get in the box.

The thought -- because one of the things is is that they have a drainage issue now. Why not offer a temporary drainage easement while you're in your permitting process?

MR. YOVANOVICH: To be quite candid with you --

COMMISSIONER McDANIEL: Yes?

MR. YOVANOVICH: -- the primary obstacle to my getting my permitting through is my neighbor.

COMMISSIONER McDANIEL: Say that again.

MR. YOVANOVICH: My primary -- the people who are going to come and try to kill my permit are the people where the arrow is, and if they're going to come and try to kill my permit, what's in it for me or my client to give them the solution to their problem? We want to work with them. We have to work together. This is a good project. But if they're going to try to kill the ability to get the Corps permit, why -- let's talk frank, as Mr. Oldehoff said. What's -- why would we -- why would we do that?

COMMISSIONER McDANIEL: All right. Let's do this then. Let's maybe, during your upcoming meetings with the neighborhood and the developer, have that on the table as a discussion point, as a -- as a temporary, because maybe if you can come to a consensus, we can alleviate the flooding circumstances that are, in fact, there, and -- and take care of it during your meetings.

COMMISSIONER LoCASTRO: Let me ask you this: Would you agree to this, that if you did get all your permits all the way up the chain here that you still are missing, that you'd make that the first project before you put the shovel in the ground for the 750 units?

MR. YOVANOVICH: We'll give them their easement. They're going to put the pipe in. We'll give them their easement as soon as I get all my permits.

COMMISSIONER LoCASTRO: Before you do anything else?

MR. YOVANOVICH: Sure.

COMMISSIONER LoCASTRO: Okay.

CHAIRMAN HALL: I just want to make a couple of comments, and then I'm going to ask a question.

It's been said would you have done this project had it not been for the affordable housing. And I get it, that's the right answer. But the fact is, it is affordable housing, and there's great public benefit to the project. If you don't believe it, ask people who are driving. Ask people who don't -- who are paying 35, 40 percent of their income for rent. And just the fact that the last project, the last ribbon-cutting that we attended, they had 82 units, or 89, and over 300 applicants before they were even finished. So the demand is there. People are wanting the housing.

The location, you know, everybody says, "This is not the right location." We're not -- "We're not opposed to the affordable housing. We're opposed to the location." The location is not the county's decision. The location is -- the burden is on the applicant. If people won't come, then people won't come. If it's too far out, then the people won't come. It will be -- he'll have to adjust his rents to get those people there. So I would say that the location is not the county's burden, but it's the burden of the applicant. He seems to be okay with it.

I think the improvements to Auto Ranch Road are spectacular.

"Well, the people, Commissioner, they're not going to appreciate that. They're not going to want that. They want to keep flooding." No, they don't. They don't want to keep flooding. They would welcome the improvements to Auto Ranch Road.

You know, no one likes to think about Collier County and the overcrowding, the congestion, the gridlock, and the decline of the quality of life. No one likes to think about that. It's easy to assume and to make broad statements. "You're turning this into Miami if you approve this project." We hear it all the time.

I was in -- I was on the East Coast for four days last week. This is nowhere near Miami, nowhere near Fort Lauderdale, nowhere near West Palm Beach. We live in paradise.

And we are -- we are going to grow. That is -- that is a fact. We can't put a gate at the interstate and say, "You can't come in."

We see what's going on with employment within the Sheriff's Department, at the hospitals, with the restaurants, with the hotels. We see that. We see the -- I see the turnover when we have a waiter that we like at a certain restaurant. "What happened to Luigi?"

"Well, he's no longer here. He had to move back to New York. He couldn't" --

COMMISSIONER McDANIEL: He's in jail.

CHAIRMAN HALL: Or he's in jail.

COMMISSIONER LoCASTRO: Don't use that name. We know what happened to Luigi.

CHAIRMAN HALL: Those are just my thoughts moving forward if we approve this project. It's still subject to getting all the federal stuff and getting all those ducks in a row.

As far as the Planning Commission comments, I watched -- I watched the Planning Commission. Two of them, especially, they were rude, they were interruptive, and they were very abrasive. I completely agree with the treatment that you said. Now, whether

they listened or not, I can't answer that. But I do -- I could answer for how they would interrupt and not allow you to answer the questions. And I hope they're listening, because I saw that, and I didn't appreciate it at all.

I do know that Joe Schmitt's comments -- he recused himself, but he did say in a summary in an e-mail that I read that there was great confusion at the Planning Commission with what was actually supposed to be decided on and what was not supposed to be decided on, and that was the commingling of the environmental issues. That's why I mentioned it earlier. That's aside from what we have to decide on.

So my question is: Can we get more than 225 units?

MR. YOVANOVICH: No.

CHAIRMAN HALL: Forty percent's 300.

MR. YOVANOVICH: I know. I know what it is, and I've already -- I've asked the question. It's been asked. The development-related costs for this project, including a $7.8 million access road, we're at the number. We're as -- remember we started this --

CHAIRMAN HALL: I saw that.

MR. YOVANOVICH: -- we started at 20 percent, because that was what the County Commission did. Then we went to 22.8 percent, because that was the County Commission. You know, I got --

CHAIRMAN HALL: I wanted to ask while you were getting -- while you were headed in the right direction.

MR. YOVANOVICH: Well, I got to the 30 percent, and, you know, there's no more -- there's no more give to give.

CHAIRMAN HALL: All right. Thanks.

Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chairman.

I echo a lot of what Commissioner Hall and my other commissioners said up here. I wish we could just dictate where we could put projects to put workforce housing in areas, but it's the individuals out there that are willing to put their neck out and spend their own money and obtain properties to do these projects.

You know, we can't just wave a magic wand and say, "Well, you can only do it here." But if they don't own the property, they can't do it there. And if they're not willing to do it or put their own skin in the game to do it, then, you know, it's not going to happen.

So we have to look at that, too. And when it comes along, we have to look at it with open eyes and say -- weigh the problems, weigh the evidence.

And we don't want to lose sight of what our decision here today is. You know, I -- you listen to the evidence from both sides. We sit up here, and we're -- a quasi-judicial decision we're going to make today with this vote on changing these Land Development Codes. And it's -- it is what it is. We hear the evidence, and we weigh it against the two sides, and we have to make an educated guess on who has proved their case or not.

And listening to the evidence -- and that was a little concerning that I was told that I'm breaking laws and that I'm below certain things or I'm getting -- whatever -- whatever the comments were, it is what it is. But, you know, I want to make sure I'm not breaking any laws, and my attorney, you know, basically told me that -- the County Attorney says we're not. We're in good standing.

And what we're going to make a decision today on is not based on if these individuals get their permits from the stormwater management or the Army Corps or the Department of Interior. We can't -- we don't base it on that. We base it on the facts presented to us today on what the ask is, and then we weigh who proved the case or didn't prove the case.

And that's -- I didn't come in here with a decision today one way or the other the way I was going to go with this. But sitting here since 10 a.m. this morning and giving everybody the opportunity in the room to state their case, I have to say, I am -- I'm in support of the project, and, you know, that's kind of my position.

And I'd just like to put something else on the record. I don't know -- if Mr. Bosi did mention the west side buffer, too -- I made a note -- for the trees. I don't know if you're in the posture to say anything about that.

MR. YOVANOVICH: Well, we've already -- which one?

COMMISSIONER KOWAL: He recommended west -- Mr. Bosi could probably correct me. He did recommend a west side buffer also.

MR. YOVANOVICH: We already -- Commissioner --

Wayne, tell me when I get there. We've already --

I think we've already addressed it, is what I'm trying to say.

MR. ARNOLD: Again, Wayne Arnold.

So this yellow line represents where it's our understanding staff had asked for the enhanced buffer.

COMMISSIONER KOWAL: Okay. All right. I just noted Commissioner LoCastro --

COMMISSIONER LoCASTRO: Yeah, my expectation is that yellow line be 14 feet across the board. So maybe I wasn't clear. So when you're north, south, east, west --

COMMISSIONER KOWAL: I think somebody said the north side or something, and I just wanted to make sure we were clear on that.

MR. YOVANOVICH: The answer is the trees along the yellow line will be planted at 14 feet.

COMMISSIONER LoCASTRO: Yes.

MR. YOVANOVICH: The actual width of the buffer, I think, is

15 feet. So I didn't want you to give me back a foot.

COMMISSIONER LoCASTRO: I'm just talking tree height, tree height. And so somebody from the county make a notation they've agreed to 14 feet instead of eight feet, if we approved this.

MR. YOVANOVICH: Okay.

COMMISSIONER KOWAL: All right. Thank you, Chair.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: I don't think it's me. I'm not lit up.

CHAIRMAN HALL: You're not?

Commissioner Saunders.

COMMISSIONER SAUNDERS: Our staff had indicated there were a couple other commitments they were looking for, so I don't know if you've --

MR. YOVANOVICH: I thought they were -- I'm sorry.

COMMISSIONER SAUNDERS: Have you listed all of them?

MR. YOVANOVICH: Yeah. They wanted the buffer along the yellow is my understanding --

COMMISSIONER SAUNDERS: Mr. Bosi?

MR. YOVANOVICH: -- is what Mr. Bosi wanted. Everything else we had already committed to. I think we had committed to that buffer as well.

COMMISSIONER SAUNDERS: Just nod your head if all of your recommendations are already included.

MR. BOSI: Yes.

MR. YOVANOVICH: Yeah.

COMMISSIONER SAUNDERS: Thank you.

CHAIRMAN HALL: Nod your head and act spiritual.

COMMISSIONER LoCASTRO: I'll light up.

CHAIRMAN HALL: All right. Go ahead.

COMMISSIONER LoCASTRO: So I'll go ahead and make a

motion. But to be clear, we're not putting shovels in the ground tomorrow. You have a long path from some people that wrote you some letters that said, "It doesn't sound like we're supportive."

So like, as you said, Mr. Yovanovich, you have to go back to those same people and explain to them what's different, what you've decided to agree to, where they might have been wrong or right or what could have been done but isn't and the here and now.

So I would tell the citizens, don't walk out of here and think that tomorrow something's all of a sudden going to be built or even improved. All these improvements actually go away if it doesn't -- if you don't get the proper approvals all the way up the chain. And those are -- those are -- I believe those are -- those are going to be a bit of a challenge and maybe even extremely difficult, but I don't think it's our position here to not give you the opportunity to move forward to get those approvals.

And as, you know, Commissioner Hall even stated -- I kind of wanted to hear it from you, Mr. Yovanovich, but he sort of stole your thunder. But I think we're all in agreement those aren't for us to decide, but to hamper you from having the opportunity to move forward to see if you could get all those approvals, I don't think that is -- that is our role, especially when all the other things that have been lined up here are things that we're in agreement with.

So we've laundry listed -- and I won't be repetitive, because we can always go back to the transcript of all the things that you've agreed to add should all this be approved. And I'll stress that if everything is approved, your first order of business is that drainage for the folks.

MR. YOVANOVICH: As soon as I get a non-appealable Corps permit --

COMMISSIONER LoCASTRO: Absolutely.

MR. YOVANOVICH: -- we will give them a drainage

easement so they can install their pipe.

COMMISSIONER LoCASTRO: Right, yeah, so -- and all the other things that we talked about.

But unless there's any other comments, you know, I'll make a motion to approve with all the changes that we've made to allow you to move forward and continue to see if you can get the proper approvals that you need and, if not -- and citizens should still be part of that process if they take exception to what we've approved today, if we do approve it. But my motion would be to approve with all the changes and improvements that we've added following the discussion today.

CHAIRMAN HALL: I'll second it.

COMMISSIONER McDANIEL: Did somebody second?

CHAIRMAN HALL: I did, yes.

COMMISSIONER McDANIEL: Oh, okay.

CHAIRMAN HALL: So we have a motion to approve and a second. All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Opposed?

(No response.)

CHAIRMAN HALL: Motion passes.

MR. YOVANOVICH: Thank you. Happy Holidays.

COMMISSIONER McDANIEL: Merry Christmas.

MS. PATTERSON: Commissioners, we're fairly close to a court reporter break.

How are you? Yeah. Okay. Before we start our no-sooner-than-1-o'clock time-certain.

CHAIRMAN HALL: Let's come back at 4:50.

(A brief recess was had from 4:37 p.m. to 4:50 p.m.)

MS. PATTERSON: Chair, you have a live mic.

CHAIRMAN HALL: All right. What's next, County Manager?

Item #11A

AN UPDATE ON THE COLLIER COUNTY BEHAVIORAL HEALTH CENTER (CCBHC) PROJECT INFRASTRUCTURE SURTAX FUND (3018), PROJECT NO. 50239 (COMPANION TO ITEM #11B) (BRIAN DELONY, SUPERVISOR - PROJECT MANAGEMENT (LICENSED) - MOTION TO ACCEPT THE UPDATE BY COMMISSIONER KOWAL; SECONDED BY COMMISSIONER MCDANIEL – APPROVED

MS. PATTERSON: We are now to our two companion items, our no-sooner-than-1-pm time-certains.

Item 11A is a recommendation to accept an update on the Collier County Behavioral Health Center project Infrastructure Surtax Fund Project No. 50239 and its companion item, which is a recommendation to approve a naming rights agreement with the David Lawrence Mental Health Center, Inc., relative to the Collier County Behavioral Health Center to generate donations to be restricted specifically for use within the behavioral health center.

So we are going to start this out with the update portions. So Mr. DeLony is going to kick it off, and at some point during this presentation he's going to have the David Lawrence folks join us.

So with that, Mr. DeLony.

MR. DeLONY: Good afternoon, Commissioners. Brian DeLony, Facilities Director. I'm here to provide you an update on

the project associated with Collier County Behavioral Health.

As shown here, the planning team for the behavioral health center is pretty extensive. Some of the key personnel or key stakeholders is Collier County, of course, Collier County Sheriff's Office, the David Lawrence Center, DeAngelis Diamond, RG Architectures, and HuntonBraden [sic].

The behavioral health center is a priority project that was endorsed by voters in 2018. It was identified as a priority by the Collier Coalition for Healthy Minds. Prominently funded through surtax. The facility will serve as a central receiving center for individuals requiring services under the Baker and Marchman Acts. The project will enhance the mental health crises support while reducing the burden on law enforcement.

Today I will provide an update focusing on the design, permitting, and preparations to bring the guaranteed maximum price amendment to you in January. David Lawrence Center will also be available to discuss operational considerations which tie to the upcoming discussion on the naming rights opportunity.

Here is a rendering of the facility's exterior. The view highlights the north and west elevations, with Golden Gate Parkway situated behind the facility.

Here is the project timeline, you know, just showing how long the project's gone on. It outlines some key milestones from 2021 to 2023 covering the approval of the design and construction contracts and accumulating [sic] in the delivery of the guaranteed maximum price to Collier County in November.

We anticipate receiving final Collier County permits and presenting the GMP, the guaranteed maximum price, to you-all in January 2025 and then having construction start shortly thereafter.

This goes over the permit status. We've received the permits for both the water use and the Environmental Resource Permits for South

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Florida Water Management District. We are still pending the Site Development Plan and building permits with Collier County. We expect to get those by the end of January.

The Florida Agency for Healthcare and Administration, AHCA, is expected to be received in Q2 2025.

Here shows the construction timelines. Again, as I stated, you know, we expect to start shortly after the guaranteed maximum price amendment is approved. You'll have the foundation and shell of the building going up in Q2 2025, and substantial completion and move-in and final completion all in Q4 2026.

(Cell phone sounding.)

COMMISSIONER LoCASTRO: Come on, Dan. You work for us. Come on.

COMMISSIONER McDANIEL: Somebody dock his pay.

MR. DeLONY: The contract relationship between Collier County and David Lawrence Center associated with this project began in 2021 with amendments in 2022, 2023, and 2024.

The lease agreement will take effect upon closing, which is contingent upon the approval of the land entitlements. Basically, you know, the SDP and the building permit.

Lease commencement date is tied to the certification of occupancy and extends for 30 years.

At the end of this term, the lease can either be terminated, renewed for an additional five years, or David Lawrence Center may purchase the facility under predefined terms in the contract.

As far as maintenance, repair, and replacement responsibilities in the lease, David Lawrence Center will manage the routine facility maintenance ensuring the property's kept in good order. Major system replacements, including HVAC and structural components, will be the Collier County's responsibility.

David Lawrence Center will cover the project-related costs not

funded by the surtax, which is estimated to be approximately five million -- it's shown in the table and the slide -- along with the annual operating costs, which is estimated currently at four million.

These include maintenance, insurance, and licensing, and Scott Burgess with David Lawrence Center can provide more details on that after I finish this deck.

The next several slides here is renderings and illustrations of the building. This particular one presents the facility's overall floor plan and patient safety risk assessment. The assessment identifies and evaluates potential hazards to ensure patient safety, showcasing the planning behind this facility. Basically, you know, we're just showing this is not our standard operations that we do here typically at the county. It is very complex.

This is the west elevation which faces the parking lot, and, you know, Golden Gate Parkway would be on the right side of this rendering.

This shows the south and east elevation as viewed from the northwest, kind of like a drone shot over -- like we're over Golden Gate Boulevard.

Here is another view from the south and the east elevations at this time looking north from Golden Gate Parkway.

This is a -- this slide provides a south and west elevation perspective, looking east from Golden Gate Parkway.

This, again, is from the parking lot looking at the west elevation. This shows the main entrance to the facility.

Here we move into the interior of the facility, showing you a rendering of what the lobby would look like.

This depicts the interior, showing the nursing stations and common area.

And, finally, this slide shows the rendering of the interior bedrooms for the patients.

DRAFT

Recommendation is to accept the project update on the Collier County Behavioral Health Center.

COMMISSIONER LoCASTRO: Motion to approve. Do we have to vote or just -- I'm sorry. Do you have a question?

CHAIRMAN HALL: Go ahead.

COMMISSIONER McDANIEL: I do. And accepting the presentation is one thing, but there are -- and I think I read that there is -- the construction deficit between the cost of the facility, reduction in the beds to bring down the cost, and the spread between the 25 million of surtax money and the actual cost, purportedly about 50 million, is being now made up out of excess surtax money; is that correct?

MR. DeLONY: Correct. I mean, there was surtax money that was collected, you know, additional.

COMMISSIONER McDANIEL: Yes.

MR. DeLONY: -- to the stated amount, and interest.

COMMISSIONER McDANIEL: And so that's been approved by the -- that's been approved by the surtax committee?

MR. DeLONY: Yes, sir.

COMMISSIONER McDANIEL: So we've taken care of that. What about the O&M and the FF&E?

MR. DeLONY: Going back to --

COMMISSIONER McDANIEL: I know there's a slide in there that said that David Lawrence was going to pick up the O&M, but there was a -- there was a time when that burden was going to be the county's.

MR. DeLONY: Yes. So the day-to-day O&M is going to be on the David Lawrence Center, and you can see the FF&E is laid out in part of that five million that I also stated would be covered by David Lawrence Center. The expense to the county would be the capital replacement of items, like repaving the parking lot, replacing

the roof, replacing the generator.

COMMISSIONER McDANIEL: The delineated expenses.

MR. DeLONY: Yes, sir.

COMMISSIONER McDANIEL: Okay. And maybe my question needs to be to David Lawrence, then, as to whether or not they're prepared to bear the burden of the O&M, because that's been my largest concern -- one of my largest concerns. I've had several -- but one of my largest concerns since this came forward.

We deviated from the consultant's original recommendations as to where this facility needed to go. It ended up over here on this piece of property next to the existing David Lawrence Center, and cost overruns, expenses have exceeded, continually risen, and there wasn't -- I didn't feel that there was sufficient warrant to justify those additional expenses. So am I -- am I hearing here, then, that those -- those burdens have now been lifted off of the county?

MS. PATTERSON: Commissioners, when we move on to the companion item, we'll have an opportunity to talk with the David Lawrence folks about the naming rights, which is one of the ways that they are suggesting we may achieve some of these costs, so --

COMMISSIONER McDANIEL: There is another item here. I'm asking the wrong time.

MS. PATTERSON: That's right.

COMMISSIONER McDANIEL: Sorry.

CHAIRMAN HALL: Let's move on to it.

MS. PATTERSON: We're going to go on to -- so these are companion items. If you want to accept our update, because we'll be back seeing you again in January with the GMP. We'll move on to the second part of this, and we can get into these questions.

COMMISSIONER McDANIEL: Do you want a motion?

COMMISSIONER KOWAL: Make a motion to accept the update.

COMMISSIONER McDANIEL: Second.
CHAIRMAN HALL: All in favor, say aye.
COMMISSIONER McDANIEL: Aye.
COMMISSIONER LoCASTRO: Aye.
CHAIRMAN HALL: Aye.
COMMISSIONER SAUNDERS: Aye.
COMMISSIONER KOWAL: Aye.
CHAIRMAN HALL: Opposed?
(No response.)
CHAIRMAN HALL: Update accepted.
MR. DeLONY: Thank you.
CHAIRMAN HALL: Exceptional.
MS. PATTERSON: Thank you.

Item #11B

A NAMING RIGHTS AGREEMENT WITH THE DAVID LAWRENCE MENTAL HEALTH CENTER, INC., RELATIVE TO THE COLLIER COUNTY BEHAVIORAL HEALTH CENTER TO GENERATE DONATIONS TO BE RESTRICTED SPECIFICALLY FOR USE WITHIN THE BEHAVIORAL HEALTH CENTER. (COMPANION TO ITEM #11A) (JOHN DUNNUCK, DIVISION DIRECTOR) - MOTION TO APPROVE BY COMMISSIONER SAUNDERS; SECONDED BY COMMISSIONER MCDANIEL – APPROVED

I already read the title, but this moves us to Item 11B, and this is relative to the naming rights and will be the appropriate time for us to answer those questions, Commissioner McDaniel, that you have as well as anyone else. And so we'll invite Mr. Burgess to the podium now to kick this off.

COMMISSIONER McDANIEL: Okay.

MR. BURGESS: Good afternoon. For the record, Scott Burgess, CEO of the David Lawrence Center. Thank you so much for allowing me to have a couple of minutes here to speak to the operations of this -- of this facility as well as the proposal that we are putting before you related to naming right opportunities.

I wanted to start out just really quickly with an overview. Most of you are highly aware that we've been a trusted resource here in Collier County since 1968. We are the only comprehensive behavioral healthcare provider in the community. And importantly -- and we're going to come back to this and circle around this multiple times in this presentation -- is that we're available to all in need in Collier County, and that does come at a pretty significant cost, and I'll share that with you in this presentation.

Obviously, we know, according to what we've already presented through the behavioral workshops, through what the Collier Coalition for Healthy Minds has prepared and presented to you-all, that we are in a growing community. We have to ensure that there's access to care for all that are struggling with these conditions, behavioral health conditions, mental health, substance-use disorders, and that there's growing prevalence. In addition to the growing community that we live in, there's growing prevalence around these conditions that we have to attend to, so it's critical that we work together to do that.

And as such, you know, DLC has proven, and we want to continue to prove to this community, that we're an integral partner in the health, the well-being, and the overall safety to our community.

Commissioner Solis, who was very active with us for many, many years, had been a participant -- a regular participant in our strategic planning process. One of the things that he had asked to try to come -- to wrap his brain and mind around what happens with behavioral health in Collier County -- he came up with a graphic that

looked very similar to this. We kind of spruced it up just a little bit. But what you see is DLC is really the hub in the wheel. Whether it's the Sheriff's Office, whether it's the specialty treatment courts, whether it's emergency transitional housing, veterans services, the schools, hospitals, healthcare providers, DLC really is that trusted, relied-upon conduit to assisting everybody with these needs.

This is a graphic that demonstrates the great growth. This is just the Baker Acts that are transported to DLC by the Sheriff's Office by those referrals. I think the graphic really speaks for itself as you see the continual growth in the demand and the need and those referrals coming to DLC. Without DLC, we don't know where those referrals would actually go.

So here is another graphic related to the population growth in Collier County. You'll see that that's the orange line across time, and you'll see the DLC service growth across time. Again, during that period of time, about 12 years, about a 26 percent population growth. Our services have had to grow almost 138 percent to meet the demand of this community.

Related to what I had said before, that we have a challenge in providing care to all in our community, I really thought it was critically important for you to see, when it comes to an operational challenge that we will have in almost tripling the capacity of service available, very high-cost services available in Collier County, what the payor mix looks like of the folks that come to DLC. This is are -- these are by services at DLC, and you'll see that our payor mix, 61 percent have no insurance; 22 percent have Medicaid insurance, which actuarial studies would demonstrate pay about 50 percent of the cost; Medicare, about 4 percent, which also -- actuarial studies will say don't cover the actual cost; and commercial insurance, 13 percent.

So when we come forward and continually share with you that we need to be looking at every possible resource to help us with this

mission of care that's critically necessary, vital for Collier residents, this is the backdrop of the challenge that we face each and every day at DLC in not only trying to maintain what we're doing with costs going up year over year, but to grow what we're doing.

There was a question, if I could bring a slide that would represent our current revenues across DLC against our expenses. So you'll see on the left side, this is our revenue stream for our 55-plus years at DLC. We have had to use a diverse comprehensive funding stream, a braided funding stream to be able to meet these needs in our community.

And as you'll see, state funding, grant funding -- and just as a reminder, Florida's 49th out of 50 in state funding for mental health and substance-use disorder. So that is 39 percent of our funding.

Insurance, as I mentioned, we have about 13 percent of individuals come to us with insurance, but it represents about 26 percent in total of our revenue; federal funding, 10 percent; county GR funding, 6 percent; CCPS/CCSO about 2 percent; and our fundraising, to point out -- and you also take a look at the expense side of things -- about 4 percent of our revenues are spent on fundraising efforts, and about 12 percent of our -- of our revenues come in through fundraising efforts demonstrating, obviously, a really important element to fundraising for DLC to advance our mission of care.

There was a question in regards to our current operations for these services, and I'll remind you that currently we have -- we operate, really, the behavioral health emergency room for all of Collier County over at our main campus currently. That's three beds for all of Collier County. And we have 33 adult inpatient beds. So that's 33 beds in total for these services. And in Fiscal Year '24, the revenues were about 7.7 million. Our expenses for those services were about 10.1 million, so we have a deficit already for those

services.

I've listed some of the primary sources of revenue there, and I've listed the fact that a good portion of what we're raising money for right now at DLC is in support of these services that obviously are already losing money.

As we look at the forecast for what it will look like when we're into the Collier County Behavioral Health Center, Fiscal Year '32, which would represent the fifth full year of the operations, which would represent about -- we're anticipating about a 90 percent capacity at that point in time.

Again, we're talking about almost tripling those beds. So we have almost a tripling of the revenue, and we have almost a tripling of the expenses, so you'll see that the annual costs are going up, and that will mean that our revenues are going to struggle there as well. We'll have a little bit more of a loss.

So what I have pretty consistently said is we were -- we were thinking that the operational delta, meaning the amount of money that we're going to bring in versus the amount of money that is going to cost us to provide this is -- we'll probably come in about $4 million of an increased delta or an increased loss, if you will, in that fifth full year of operating.

So that -- and I listed also the revenue streams. One of the things that you will note there is we do believe that because we'll have additional uncompensated care in this -- in this new building with the new supports and the new beds we have that increased online, that we should be eligible for some increased federal low-income pool funds that's specifically for organizations like ours and these operations to assist with -- with uncompensated care for -- you know, when you're working with so many people that are uninsured.

And then we also -- I've listed Medicare on this slide because part of the new facility will have a license to be able to provide

Medicare supports.

So as we have indicated before, we are very open and interested in trying to do everything we possibly can do to make sure that we continue to meet the needs of Collier County residents with the backdrop of having that significant financial challenge to do that.

I have listed here that we have agreed that we are going to take on the burden of the $5 million worth of FF&E that was listed before.

The operational budget is -- the projections that we put together, I think it's important to keep in mind that we're talking about a 24/7/365 operation. We never close. We didn't close during any of the hurricanes. We had 60 individuals that were there during the most recent hurricane providing that level of support. So, obviously, these are expensive services to provide to our community.

We know that it's going to require a tremendous amount of increased clinical personnel. I've listed some of the positions that will be represented -- that already are represented at DLC currently, but obviously, when you have almost a tripling of your beds, you're going to have a much greater increase in your need for staff.

And we know that we'll also have an increase in our operational expenses that are outside of the clinical side, including our IT technology quality and compliance, human resources, clinical records, accounting, finance. Of course, almost a tripling of individuals is going to mean more food, more psychiatric medications, which are not cheap.

And we are going to be bearing the burden of a lot of increased -- significant and material cost increases in scaling this operation as well, meaning the security insurance that we'll have to carry and the ongoing maintenance that we've talked about.

Which leads to the item that we're here to talk about. That's a bit of the backdrop of what we're -- what we anticipate and what we believe that we're going to see from an operations finance standpoint.

We heard very clearly what you had shared with us before when we came before you, which is that the county does not want to bear the full burden of additional costs and that it would be wonderful if we could figure out a way to secure support from our local community to help with some of these items, some of increased costs in the FF&E, some of the increased costs in the operations, some of the increased costs with maintenance. And what we have done is prepared a naming rights opportunity that will hopefully inspire and engage our philanthropic community here to support this initiative.

We have built out a whole -- a grid of potential naming opportunities, and I have a slide that will show you some of those. The naming right opportunities in the facility come to about $13 million that we've identified, and we'll all hope and pray and work really hard to try to secure as much money as we possibly can through naming rights. And if we were so fortunate to be able to raise that $13 million from fellow, you know, Collier residents that want to link arms with us to see this happen, good things happen for the people that are in need in our community, that would be amazing.

We also have a $15 million potential that we would like to put forward for the naming of the building and the campus. Between those two things, that's a significant amount of money that could go a long way in helping us with those -- those items that have been listed.

We have proposed -- and what we would be putting in place and executing would be that this would be in a segregated fund. It would be designated specifically for the Collier County Behavioral Health Clinic -- or Center. It would be just for these items. It would be audited. It would be accountable to the Clerk that could -- that could audit those books at any -- at any time.

And we believe that that could satisfy anybody's obvious interest in accountability around those funds, and we would certainly be very open to that.

These are a list of some of the naming right opportunities that we have -- that we've put forward, things like the lobby, unit wings, cafeterias, event rooms, meditation room that will be in there, suicide prevention office. We hold court -- Baker Act court. We will have Baker Act and Marchman Act court in this facility, so there will be an opportunity for that courtroom to be named. Staff wellness rooms, study, outdoor holistic rooms, and patient wellness rooms.

In addition to what we're putting forward here -- and we're very much hopeful that you will support that -- I'm listing other funding sources that we will be working towards securing related to that continued operational delta between revenues that are coming in and expenses that need to go out in order to operate this facility. We will be looking at state funding, private grants, additional federal grants, and I mentioned before federal potential through the LIP program.

Other sources of local support -- and we believe that there are several other areas that we can still continue to look in for local support.

And then heaven forbid, this is -- this is the life that I've lived for 33 years operating these types of services and opportunities -- and operations for those that struggle in these conditions as well as in a funding system that struggles to keep up with the demand is that at the end of the day, if we end up having to curb operations to the level of resources that we have, that's what we have to do. That's how you have to, unfortunately, operate a not-for-profit organization under these types of circumstances.

I will say I've been very blessed to work with incredible people, to work with incredible communities and leaders, that -- for my entire career, I've only seen increase in services that have been able to be provided because people have always risen to the occasion to assist.

So with that, I believe that's my last slide.

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chairman.

Good evening, Mr. Burgess. How you doing?

MR. BURGESS: I'm doing great. How are you?

COMMISSIONER KOWAL: Could you go back to the screen that has the two doughnuts on it?

MR. BURGESS: Sure.

COMMISSIONER KOWAL: I'm a cop. I always will be.

MR. BURGESS: Let me see here. I'm going to go here.

MR. MILLER: Use the back arrow.

MR. BURGESS: I was going to do that, but then I know it's back a bit.

COMMISSIONER KOWAL: There you go.

CHAIRMAN HALL: I see the doughnuts.

MR. BURGESS: We've got a doughnut.

COMMISSIONER KOWAL: When you had showed this slide before, I was looking at the -- was it the uninsured?

MR. BURGESS: Oh, the one that was right before this.

COMMISSIONER KOWAL: Yeah.

MR. BURGESS: It's the one before this, then.

I'm sorry. That was the pre-doughnut slide.

CHAIRMAN HALL: Previous, at the top.

MR. BURGESS: Previous. There we go.

COMMISSIONER KOWAL: Okay. So that number, the uninsured, 60 percent. Now, on the doughnut, it's 61 percent. On that -- I guess on the doughnut -- I'm trying to figure out -- because you made the comment that when we get the new facility, you'll be certificated to be able to accept Medicare.

MR. BURGESS: Yep. Medicare, correct.

COMMISSIONER KOWAL: So is Medicare not captured in this statistic even though you provide the treatment, or is there a way to figure out these people had Medicare but you -- didn't foot the bill?

MR. BURGESS: No, that's a great question, and it's a little bit tricky. The Medicare that we have right now, that 4 percent, is for services that we can provide outpatient services that we are credentialed to be able to provide. So right now we're only able to get reimbursed by Medicare for outpatient-related services. In the new facility, we will have it built to the specifications that are required for Medicare. We'll have the Medicare license, so then we will also be able to bill Medicare for inpatient support.

COMMISSIONER KOWAL: Okay.

MR. BURGESS: So right now folks that have an inpatient need that have Medicare insurance are having to go out of county in order to receive that service. So they're going --

COMMISSIONER KOWAL: So it's not part of the 61 percent. It's just not capturing as noninsured.

MR. BURGESS: It's not -- the vast majority of the folks that have Medicare are going out of our community right now.

COMMISSIONER KOWAL: Okay.

MR. BURGESS: There are still some that end up staying with us, and then it becomes likely uncompensated care, because a lot of them can't afford --

COMMISSIONER KOWAL: That will just basically add to the in-patient number?

MR. BURGESS: Correct, correct.

COMMISSIONER KOWAL: Not so much has anything to do with captured and un-captured in the uninsured.

MR. BURGESS: Exactly.

COMMISSIONER KOWAL: You answered my question.

MR. BURGESS: Yep, exactly.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you, Chairman.

Scott, when it comes to the naming rights -- and obviously we've

talked about this before. Before I was a commissioner, when I was doing some consulting over at Avow, you know, they missed some great opportunities with some really large buildings and rooms that were named, and they gave it away in perpetuity for $500, you know, and so they missed out on some opportunities. But then, you know, with the new building they had built, we didn't make that same mistake. But that's a private organization, so it was all controlled in-house.

Ms. Patterson and I were talking yesterday in my office to just make sure that if we all agree that that's a way to raise revenue, man, it really has to be a lot cleaner, because if you, as David Lawrence Center, are, you know, shaking a tin cup around town for naming rights of a building you don't own that the taxpayers paid for, it starts to become a little bit sloppy.

So we were just sort of brainstorming. And I would just say I don't know the answer, but before we do this, we've got to make sure it's tight, and that's where you, County Manager, County Attorney, Ms. Kinzel have to really, you know, assure us that something's going to be -- it's going to be in a nice tight bow.

And one of the things we were brainstorming -- and then it was just -- these are the experts that will make sure it happens. But when Amy and I were talking in the office, it was, would it be smarter for them to find people or anybody that wants to, you know, invest, you know, in naming something, but then that money goes directly to the county first, not to you, and then there's some -- you know, so alls I would say is I don't have the answer, and all the people I just mentioned are extremely smart.

I don't think anybody here is against the naming rights, but we've got to measure twice and cut once on this one because it could come back and bite us that you're out there raising money for David Lawrence Center or to benefit David Lawrence Center or even to

benefit us, but you're sort of selling our rooms. You're selling our building. And so, you know, if we approve it today, I would expect that -- unless you've already shaken out those details. Have you?

MR. BURGESS: We've already put together a --

COMMISSIONER LoCASTRO: So how do we -- how are we going to do it?

MR. BURGESS: So the plan would be that the dollars donated would be specifically for exactly what's identified that would be specifically identified for the potential donor. They would know that this is for a county -- a Collier County building, CCBHC, Collier County Behavioral Health Center, but that it would go in support of only services --

COMMISSIONER LoCASTRO: But who would they give the money to?

MR. BURGESS: They would give --

COMMISSIONER LoCASTRO: They'd write the check to who?

MR. BURGESS: They'd write the check to DLC, and then --

COMMISSIONER LoCASTRO: They do.

MR. BURGESS: -- and then that way that becomes a charitable tax donation.

COMMISSIONER LoCASTRO: Right. Well, and that's what we talked about is when I initially said, "Wow, they would have to write the check to the county, or it would be really sloppy."

And then Amy said, "Yeah, but then they don't get the tax write-off."

And I was like, "Okay." But if they write the check to you, do we still, you know, perceive an issue that, you know, you're basically selling stuff that we own and the money goes directly to DLC.

MR. BURGESS: We don't believe so because it's specifically identified. Everybody that is going to be contributing is going to

well be aware of exactly what they're contributing to. It's going to go into a segregated account specifically for that, which everything -- every in and every out is only going to be for that account, and that account is going to be -- is going to be audited on an annual basis. It will be --

COMMISSIONER LoCASTRO: And supporting the county -- and it would be specifically supporting the county building.

MR. BURGESS: Absolutely.

COMMISSIONER LoCASTRO: Okay. I just wanted to make sure that we had this conversation here, so if we just said, "Approved," we didn't get 300 e-mails -- or one e-mail from somebody that said, you know, they had an issue with it.

MR. BURGESS: And we did put together a document that -- it says naming right agreement that specifically codifies all that information for the person who would be -- who would be agreeing.

COMMISSIONER LoCASTRO: Okay. Well, the main auditor, who would drop the hammer if it's done wrong, is walking to the podium. So if she comes to the podium, we probably don't need a long speech. We just need to hear Crystal say, yeah, you know -- and I guess she's talking with Amy, so...

COMMISSIONER SAUNDERS: I think she's just going to point out that a contribution to the county is tax deductible as well.

MS. KINZEL: That's one.

COMMISSIONER LoCASTRO: Okay. So if it is, you know -- and maybe it doesn't need to be solved here. I think nobody here is going to have an issue with the naming rights, but -- and like I said, we'll hear from Crystal here. There's -- there's a correct way to do it, there's a sloppy way to do it, and then there's a perfect way to do it, and we want to do it the perfect way. You know, there's a way that would be, like, kind of okay, and I think we sort of tossed it around here. I don't think that's the cleanest way. Just me. But,

you know, I defer to Crystal, because she'll be the one auditing. I just think that we could get in a little bit of trouble if we don't do this perfectly.

CHAIRMAN HALL: Go ahead.

MS. KINZEL: Thank you, Commissioner. For the record, Crystal Kinzel, Clerk of the Circuit Court and Comptroller.

You have hit the nail on the head of my concerns on the naming rights to date. We have the opportunity to take that, and there are certain deductions, because we're county government, that people still can take. A lot of people still want to be very comfortable with a 501(c)3.

One of the other concerns I had -- and we can work through these details, but I'm very glad that you put that on the record, because that's been an ongoing concern in my discussions with David Lawrence.

Auditing once a year for our office, a little bit difficult. The money's going. The money's spent. David Lawrence collects money from a lot of revenue sources and expends it in a lot of ways.

So specific identification, which we haven't seen yet other than a list similar to this, yes, those are all things I think we need to clean up.

The other concern that I had is that when you said the money would all go towards the building, well, it will go towards the names on the building, but the revenue would be used to offset the portion of David Lawrence's obligation. In the current way it's constructed, my understanding is none of that naming rights revenue will come to offset the cost of the building which has doubled from the 25 million to the $56 million. And that's kind of concerning that, once again, it's the taxpayers with the majority of money and the -- all the revenue would be offsetting their costs for the future. Those are topics I'd like to work out with them.

COMMISSIONER LoCASTRO: Yeah. So I guess maybe when you work it out -- maybe we're going to vote on the naming

rights but not necessarily on the packaging, on the process of it, but we definitely need that.

I wouldn't want to scare off any donors who say, "Oh, I'd write it to the county. Oh, it's a tax write-off, but maybe it's" -- and I'm not an expert on this, but if it's to the county, maybe it's not as big of a write-off as it would be if it's to a 501(c)3. If it's the same, then great. But I do know there are some philanthropic people out there that would like to put DLC on the check, not Collier County.

And then, just like Ms. Kinzel said, when the money comes in, you know -- and I guess we'll wait to hear your proposal. I, for one, would like to see that it save the county some money, especially when we're putting the name on a building that we built, even though we're doing this as a team effort.

So there's a few things to work out. I think the way it's written here in the agenda, we're just voting on the idea of naming rights, or maybe we table it and say, "Come back here with the process and everything," but I think there's still some things to work out, you know, before I feel comfortable just saying, you know, yes.

If we needed a yes to the idea of naming rights, I don't think anybody's got a problem with that, but we definitely need the process. So maybe that comes back to us.

MR. BURGESS: Yeah. I would certainly say that we would come back to present to you all the buttoned-up details on it. And I don't think there's anybody in the room that works for DLC or our board chair that's here that doesn't want it to be perfect. We will have a process that everybody is -- is okay with, and we'll -- we'll agree it's a perfect process.

One thing that I can say -- and I don't think I'm coming up here and saying that without any history of credibility. I think the Clerk could come up here and let you know that for 55 years we've not had a problem as a great partner with Collier County. We get audited by

Collier County. We have multiple grants and programs that we operate with Collier County year over year, decade after decade. So I think we've got a pretty good track record that we can --

COMMISSIONER LoCASTRO: Is that true, Crystal?

MR. BURGESS: -- button things up.

MS. KINZEL: Thirty-six, not 50.

COMMISSIONER LoCASTRO: FGCU used to say that, and then -- FGCU used to say that, and then Crystal caught them in a whole bunch of things.

MR. BURGESS: So just 36 years, I guess, has been the time that we've officially partnered on with grants.

COMMISSIONER LoCASTRO: And I'll just final -- the final thing I'll just say is all five of us are going to be working hard, too, to steer people who are interested, philanthropic people or whatnot. You know we're all out and about in the county, so that's why we've got to make sure we're all reading from the same sheet of music, so --

MR. BURGESS: We appreciate that.

COMMISSIONER LoCASTRO: -- but great work.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Yeah. And, you know, I hope you know and understand, all of you, there is no reflection of credibility whatsoever. There is no reflection of warrant of good DLC has done for our community for a millennia; 36, 51 years, whatever. My concern with your presentation today is you're going to do what you can do with the available amount of money and/or you're going to cut services, and that concerns me.

MR. BURGESS: That concerns me every night.

COMMISSIONER McDANIEL: It hasn't been -- there hasn't been a soul that's ever came before us that hasn't known or been able to typify the actual need. The need is here within our community. There's no argument about that.

My question to my -- to my colleagues is: We don't want to get a little bit pregnant with this and have a 50-plus-million dollar building sitting over there and then not be successful in the naming rights, not be successful in the philanthropic efforts that are necessary to offset these expenses. I have huge concerns with regard to that.

Up until today, and necessarily even today, I have concerns with the capacity to be able to raise the money to be able to offset these overages or these deltas, as you referred to them, so that it doesn't come back to the taxpayers, doesn't come back on the community.

And I have to say it out loud, at some particular stage, we, the Board, need to pull the trigger, make a decision as to whether to go forward with this development as is, in fact, proposed or do something different that is more cost effective, that it is more attainable.

I know there were recommendations that were made to this board years and years and years ago with regard to the locations of the facility. There were -- there were issues that were talked about siting of this particular facility. And so I'm -- I concur with my colleagues with regard to the naming rights. It's a wonderful idea.

What are we going to do, gentlemen, when the naming rights and the fundraising isn't sufficient? When do we say, "Time out. We need to have a different plan"? That's my question. And I've said that.

CHAIRMAN HALL: On day one.

COMMISSIONER McDANIEL: Well, today's past day one. We're moving down a path here now where we were able and fortunate enough to have excess sales tax revenue to be able to offset the expense, cut this -- we've cut the size of the facility down in order to bring that overhead expense down from a capital standpoint.

When do we say -- when do we say -- because I approved Brian's construction plan and update on the facility which set out timelines, and I saw construction dates starting next year. Did I see that in his

slide?

MS. PATTERSON: Commissioners, we'll be back with the GMP, the guaranteed maximum price, in January.

COMMISSIONER McDANIEL: Okay.

MS. PATTERSON: So sometime between now and January would be the decision point, because once you pull the trigger and start construction, obviously, we're not pulling it back then.

COMMISSIONER McDANIEL: We're a lot pregnant at that stage.

MS. PATTERSON: The other thing is is the naming rights. Conceptually, if the Board is okay with the naming rights, then David Lawrence can definitely put out better feelers into the community with the naming rights with the -- then bring back the buttoned-up agreement with the concurrence of the Clerk and the County Attorney's Office.

But up until this point, we had been before you once before where we reversed course a little bit on kind of that thought process, even of the money coming into the county.

So now they've gone and taken this idea, they need -- if the Board is okay with the idea of the naming rights, they can now talk about it a little bit more openly while we finalize those details. But we're now at the hard decision point. There's -- if we're -- if we're changing course, we're well into this, and we're now to construction contract.

COMMISSIONER McDANIEL: I understand.

MR. BURGESS: Can I interject one item?

COMMISSIONER McDANIEL: Sure. Go ahead, Scott. And, you know -- you know this is coming with love, this is. This is just me --

MR. BURGESS: I can feel it.

COMMISSIONER McDANIEL: Okay. You can feel it?

Good.

MR. BURGESS: Maybe it's just the holidays, I don't know.

COMMISSIONER McDANIEL: It's Christmastime.

MR. BURGESS: I know -- I really know where all your hearts are related to this.

One thing that I think it's critically important to amplify and reinforce is that this new facility is also going to take on Marchman Act. We don't have a Marchman Act receiving facility. Marchman Act is the equivalent of the Baker Act but for folks that are in imminent danger to themselves or others because of their substance-use disorder. Those folks are, right now, still utilizing jail for those supports.

So I know -- I see the Sheriff actually is up here.

But I just -- I just want to encourage that we think about it as a community from a more macro perspective, because I understand -- and trust me, I would prefer never to be in a situation where you're having to try to figure out how to operate something that's so critically important in a community without the appropriate resources to do it.

But if we are not operating this facility, that does not mean these issues go away. It just means they get moved somewhere else. And wherever they get moved elsewhere is likely going to cost more money, and it's likely not going to be as effective, or it's completely unattended to, and we've got much more problem -- much bigger problems than that in our community.

So for that reason, I'm just encouraging you -- for our whole entire existence at DLC, we have had to figure out a way in a state that's 49th out of 50 in funding, how are we going to continue to grow the needed services? And we've been able to do that. We've been able to do that in partnership and support with our community and with our community partners, so we're committed to doing that.

COMMISSIONER McDANIEL: One of the things -- and I'm -- Kevin -- Sheriff, you can come on up.

I just -- you know, one of the things is -- to move us out of that 49th out of 50 states is to ratchet up on the reduction of our recidivism, ratchet up on our productivity, ratchet up on our -- you know, you hear us talk -- you were here for part of today's discussion.

But, you know, we're into transparency and accountability, and the easiest way to do that is to be -- have efficacy that isn't questionable. I mean, you don't have a rate of recidivism with a revolving door and people coming back and back and back.

MR. BURGESS: Yeah. And I would just say to that, it's one of the reasons why we are a national model for our drug court here, our mental health court in the nation, because we do what we do so well here.

COMMISSIONER McDANIEL: Yes.

MR. BURGESS: So there are people coming from all over the country to learn how we do it here in partnership with our law enforcement, our judiciary, and our treatment providers. So it definitely has a -- has an impact.

COMMISSIONER LoCASTRO: Quit bragging. No, I'm just kidding.

CHAIRMAN HALL: Before the Sheriff goes --

COMMISSIONER LoCASTRO: I really want to hear from the Sheriff but -- Chairman.

CHAIRMAN HALL: Before the Sheriff goes, if I got this presentation and I was a banker, I'd already have slammed the door. I would have slammed the no deal because, you know, it didn't -- it doesn't stand on its own. But since for -- since 1968 you've taken the risk and you've made it work.

I'm not convinced that this is the right model. Like Commissioner McDaniel said, we don't know what the recidivism rate

is. We don't know what the success rate of your program is. I can call other people, and they can say, "We're 65 percent. The people that come into our program and are drinking and leave our program never drink again; 65 percent of those people." We don't know that with DLC.

The naming rights I look at like if I had a house and I had a room and I wanted to rent my room out and somebody wanted to call it "the blue room," and they could pay for it, I'll take their money and let it be the blue room. If I ever sell the house, the blue room goes away. But -- so I don't have any problem with the naming rights.

But I am questioning the program, the efficiency of it. You know, the Sheriff may stand up here and say, "Well, the county's going to save X amount dollars by taking our, you know, patients from the jail and putting them in the DLC," but I don't want to take the savings from the Sheriff and apply them back to here. I don't want to do that. I just want to take the savings from the Sheriff and live happily ever after.

So with that, Sheriff, go ahead.

COMMISSIONER KOWAL: It's all public safety.

SHERIFF RAMBOSK: Good afternoon, everyone, or maybe good evening. Kevin Rambosk, Collier County Sheriff.

I was going to talk a lot more about the need in Collier County for the center, but you know we've -- you've talked about it today. We've been talking about it for more than eight years. We put together an advisory committee which then led into the development of a strategic plan and with a lot of data in there.

And I don't want to go back through all of that right now, for two reasons. One is, you're all familiar with it. Number two is, it's five years old already, or close to it. So our growth and need has gone up fairly substantially during that time.

I mean, if you look back to a couple of different points in time,

2006 we were doing 377 Baker Acts in Collier County. If we went to 2010, we were doing just shy of 800. When you fast forward to 2022 and 2023, we are fifteen hundred and -- no, 1,650 to 1,750. So that's a pretty significant increase.

If I think back to when I started, the David Lawrence Center was really -- not had been in operation that long. They were building. NCH really ran the majority of mental health services. Fifth floor NCH, that's where I transported people. We couldn't house them here in Collier County at that time and, in fact, I personally drove patients from NCH to Arcadia to house them, which virtually took me off the road for the entire night.

So I give you that background because one of the reasons for us, in this concept of building an enhanced center, certainly it's for getting people to the right place for the right expert treatment, because jails are the largest mental health facility in a community. We are. If you look at where we are today, our average daily population is about 750, give or take.

Of those, 63 percent are receiving mental health or behavioral services. So we are there. And you say, "Well, then why is this important if you're already doing it?" Because if you look back 10 years ago or 15 years ago, we had more than 1,150, pushing 1,200 people average daily population in the jail. We were going to have to come back to you and ask to build a new facility and, in fact, if I'm correct -- if I remember it correctly, we were starting to put together plans and costs to come back to build an additional jail to house all of the people that we were getting.

So let me -- so physically, we need assistance. From a crime and safety perspective, during that same period of time, the last decade, we've trained over 1,500 law enforcement officers not only from our county, but the City of Naples, Marco Island in crisis intervention where we're trying to intervene before a crime occurs and

get those people transported to our facility and resource, and that is the David Lawrence Center, because NCH doesn't exist anymore.

There are one or two private entities out there, but they're not supporting what we're doing, so -- and, you know, we're saying, "Well, why is that important?" Well, again, going back to one of the reasons, a facility as we're talking about gives us the opportunity to drive in, drop off, go back on the road within 30 minutes. That's important. If you look at those 1,500 times, if you put four to six hours on each one of those, that's a lot of time that we're not available.

Number two, keeping your deputies and consumers safe and safer. With all the training we've got, and we've gotten it, to reduce the potential for liability, to make the community safer -- and, you know, there's a lot of studies -- and I can provide them to you and the cites for this information.

But if you're involved in substance abuse and/or certain mental health crisis involving violence, you know, there is an increase in crime. Think about where we have gotten over the last 10 years with everything that we have been doing.

Certainly, our crisis intervention training program is one of many elements, because we have the best proactive law enforcement deputies in the nation right here. We have the best support from our community for taking professional law enforcement action, and that includes crisis intervention and what we do with consumers in need: Getting them to the right place.

So we're right now treating a hundred and -- take for example -- and all these snapshots are one day, because they change. A hundred and sixteen people in our jail today are being detoxed. Now, they could be there for 30 days, they could be there for six months, but they're not here for years.

So predominantly, get people detoxed. Well, we open the door when they finish their sentence. Do we let them walk out the back

door? No. We try and do a warm handoff to the David Lawrence Center. Since now they are detoxed, get them to professional care that can keep them on that road. And not everybody takes it. But when they don't take it, back into the community, look for drugs, and look for a way to pay drugs.

Burglarize your car, burglarize your house, burglarize your business. And there are stats for all that.

So I give you, and, more importantly, the community that's listening -- the bases for why Collier County is the safest community in the nation. It's all of the programs we do. It is essential and critical for the support that you give us, because we would not be able to operate without the dollars and the resources that you provide to us to make it work, and you always have.

So as we look forward -- you know, I was listening to Scott. I've not heard his presentation. But if I were to stand here and tell you what my budget projection was for nine years from now, you're probably not going to like it. So I know that's what he has to do.

So set that aside for one minute. So I'll go into an area that I really probably wasn't going to go into.

CHAIRMAN HALL: Before you get going -- before you get going, Sheriff, I just want to remind us all -- I don't want to lose our focus here. We're not talking about the need for what we're -- DLC. Our focus is naming rights, whether we want to do that or not, and we're going to come back with -- so I just -- I want to -- I want to kind of focus there.

COMMISSIONER KOWAL: I think the conversation went in this direction because we had two people on the Board here that were talking about pulling the carpet out from under something before --

CHAIRMAN HALL: I made some comments about that, but that's not -- I just want to remind us all what our focus is. Our focus is on naming rights today, and that's what we need to decide on.

SHERIFF RAMBOSK: Okay. I'm not here to talk about naming rights, so if you're all good, I am good. Be happy to come back and talk about some other things. But two things: One is, whatever the Clerk says, lawfully and legally; that's No. 1. The second thing is I am no longer on the board of the David Lawrence Center, have not been for years. Have no authority, have no responsibility, have no anything other than they bestowed a nice retirement title when I left the board.

But what Scott -- and they have a tremendous chairman and board of directors, as they have had -- actually a number of them throughout the years.

But I think to support, Commissioner Hall, what you were saying in referencing Scott, they have done a great job with regard to fulfilling the need and the responsibility no matter what the challenge was, and I think they will continue to do that because people in this community will support them, and now I'll go sit down.

COMMISSIONER McDANIEL: I have a question.

CHAIRMAN HALL: Go ahead.

COMMISSIONER McDANIEL: If I may. You mentioned a population of our jail today. Could you tell me that number again?

SHERIFF RAMBOSK: I believe today was 754. Average daily population right now is 754.

COMMISSIONER McDANIEL: Because I -- and, Sheriff, you know, you and I have been friends for a long time, and one of the first things you said to me when I became a commissioner was that the largest mental institution in Collier County was our jail, and that resonated with me.

How many beds total do we have in the jail here on campus?

SHERIFF RAMBOSK: Well, let's see. I think there's 200 up in Immokalee.

COMMISSIONER McDANIEL: No. On campus here.

SHERIFF RAMBOSK: Yeah, so it would be, like, 800.

COMMISSIONER McDANIEL: Eight hundred on campus and another two over in Immokalee?

SHERIFF RAMBOSK: Right.

COMMISSIONER McDANIEL: Okay.

SHERIFF RAMBOSK: Maybe a little bit more, because we were able to house 1,152.

COMMISSIONER McDANIEL: That's close enough. Round numbers. That was a number that I didn't have.

SHERIFF RAMBOSK: And I'm not here trying to argue with you. I'm --

COMMISSIONER McDANIEL: Nope.

SHERIFF RAMBOSK: -- here trying to support you in making your decision --

COMMISSIONER McDANIEL: Yes, sir.

SHERIFF RAMBOSK: -- to let you know what I think.

COMMISSIONER McDANIEL: And I hope no one's taking what I'm saying as argumentative. I just want to have an open, honest discussion about how we're going to manage this monster. There's no argument that there's a monster.

SHERIFF RAMBOSK: Completely agree.

COMMISSIONER McDANIEL: There's no argument that there's a monster. How we're going to manage the monster is my -- is my rationale for having that discussion.

SHERIFF RAMBOSK: Completely agree.

CHAIRMAN HALL: Commissioner Saunders.

COMMISSIONER SAUNDERS: Thank you, Mr. Chairman.

I'd like to kind of keep it simple in terms of how we're dealing with the naming rights. I like the proposal that the David Lawrence Center has made in that they would handle the naming and collecting of the dollars, but there would be an accounting for the Clerk to make

sure that those dollars are used in a way that this commission is in agreement with David Lawrence Center.

So I think that we may be overcomplicating things because there's an 800-pound gorilla in the room, and that's the $4 million a year in operating expenses, and we're trying to merge the two, and we're trying to -- I don't know that we would admit this individually, but I think we're trying to kind of negotiate here as to how we're going to handle operating expenses along with the naming rights. And this is not a very good way to kind of negotiate that.

So I think I'd like to break these into two pieces. As the Chairman said, let's go ahead and resolve the naming rights issue. And my view is let's go along the way David Lawrence Center has suggested. But we would also -- I think the Commission needs to say to David Lawrence Center how we want those dollars to be used. For example, there's going to be 4 or $5 million in FF&E. You're going to have, what, 13 to 15 million dollars in revenue for the naming rights. There are going to be capital costs down the road for this building. Perhaps we use those dollars for capital and for FF&E and have that trust fund set aside for that purpose. That's easy to account for. The Clerk would be able to make sure those dollars are being used properly.

And then on the operational expenses, we know there's going to be a $4-million-plus operational cost to this facility. Some of us thought at the beginning that David Lawrence Center was going to pay for all of that. I think what David Lawrence Center is saying today is they can't pay for all of that.

And so there needs to be some agreement between David Lawrence Center and Collier County on how we're going to divide up that $4-million-plus operating expenses, and perhaps we need somebody from our staff to sit down and negotiate some sort of a deal with David Lawrence Center not in front of a board of five

commissioners, because we -- you know, we're all kind of dancing around this, and I don't think anybody wants to be the bad guy to say, you know, we don't want to pay any of it, and nobody wants to be the good guy saying we're going to pay all of it.

And so I think that somebody from staff needs to sit down, and maybe with the commissioner in tow, to get the numbers from the Sheriff on how much savings there are in these operations, get some real numbers from David Lawrence Center in terms of what is anticipated, and try to come back to this board with some sort of a recommendation. But we can stay here all night and dance around this, but I don't think we're going to get to a solution.

But I would suggest as -- and I would make a motion at some point to strike a deal in terms of the naming that is similar to what David Lawrence Center has proposed but that we advise David Lawrence Center as to how those funds are going to be used and make sure that the Clerk can audit this -- those transactions.

COMMISSIONER McDANIEL: Second that.

CHAIRMAN HALL: Okay. Just as a comment. Going forward, if we have $4 million of operational expense and you get some money in, once you reach 125, 130 percent of your operation money, then the money kicks forward to the county in capital reserves or some other portion or back to the taxpayers to make the deficit up for the 27 million in addition, and once that's -- over the years, once that's satisfied, then you get all of it. That's just a thought I had.

COMMISSIONER SAUNDERS: Mr. Chairman, I think you get your cake and eat it too because you had said you'd like for some of those dollars to come back to the taxpayers. Well, I think if we are able to establish that the Sheriff is going to save dollars in his operations, those are dollars that are coming back to us. It's the same thing. It's just a different source.

COMMISSIONER McDANIEL: And in the -- in the -- it's an

ancillary savings at the same time. But if, in fact, the successes are achieved that we're all wanting to have achieved, we have an ultimate reduction in crime and exposure for our Sheriff's Department to be -- to be dealing with the mental health issues of the folks that they're having to deal with every single day. So I'm -- I seconded his motion for the naming rights.

CHAIRMAN HALL: All right. For the naming rights, all in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Opposed?

(No response.)

MR. BURGESS: Okay. Thank you.

COMMISSIONER SAUNDERS: Then, Mr. Chairman, in terms of -- I know this is early on. We're not going to have a building to operate for at least two years from now. But perhaps it would be appropriate to begin a process to negotiate with David Lawrence Center on how we're going to handle the operating expenses going forward, because it's going to take some time to ferret that out.

CHAIRMAN HALL: Sure.

COMMISSIONER McDANIEL: My personal -- my personal one is to have that done before we put a shovel in the ground to build the building. I mean, I think that discussion needs to happen before we put a shovel in the ground to, in fact, build the building. That needs to be -- that needs to be ironed out.

CHAIRMAN HALL: I'd like to see it as part of our maximum price deal.

MS. PATTERSON: Commissioners, Mr. Dunnuck and I will sit

down with David Lawrence and work through this between now and when we bring the GMP back, and we'll continue to work on the rest of the details on the naming rights in accordance with your direction.

COMMISSIONER McDANIEL: Okay.

Merry Christmas.

MR. BURGESS: Merry Christmas. Thank you.

MS. PATTERSON: All right. Commissioners --

Terri, how you doing? You good? We've got two more items.

THE COURT REPORTER: (Nods head.)

Item #9D

ORDINANCE 2024-53: AMENDMENT TO ORDINANCE 2023-71 TO REMOVE ROADWAYS THAT ARE NO LONGER UNPAVED, ADD UNPAVED PRIVATE ROADWAYS AND ESTABLISH AN OPT OUT PROVISION - MOTION TO APPROVE BY COMMISSIONER MCDANIEL; SECONDED BY COMMISSIONER HALL – ADOPTED

MS. PATTERSON: All right. Commissioners, that brings us to Item 9D. This item was continued from the November 12th, 2024, BCC meeting. This is a recommendation to approve an amendment to Ordinance No. 2023-71 to remove roadways that are no longer unpaved, add unpaved private roadways, and establish an opt-out provision.

Ms. Trinity Scott, your department head for Transportation Management Services, is here to present.

MS. SCOTT: I've been waiting all day for this. I thought I was going to sneak in this morning.

COMMISSIONER SAUNDERS: I'm wondering if it would be appropriate for a commissioner to opt out about this time.

COMMISSIONER McDANIEL: Quit.

MS. SCOTT: Two more agenda items, sir.

COMMISSIONER SAUNDERS: I'll see you guys.

COMMISSIONER McDANIEL: Where you going?

COMMISSIONER SAUNDERS: Just kidding, just kidding. I don't want to miss this.

MS. SCOTT: Brief history or questions, however you would like to approach this agenda item. This hasn't changed since the last time it was presented to you back in, I believe, October for advertisement. As Amy, County Manager, discussed, this is removing a few roads from the unpaved roadway ordinance, adding all unpaved private roadways that are not in a gated community or HOA, and also establishing an opt-out provision.

This is the roadways that are encompassed by the Unpaved Roads MSTU, or what would be based on the amendment. And just -- there is a little bit of new information. The total mileage is 75.783 miles.

The first revenue to be collected, if this MSTU is amended, would be for the 2025 tax year. The taxable value of the properties all benefiting is just over 203 million, and a millage of one mil would generate approximately $203,000 annually.

So our next steps, if approved today, would be to finalize the properties and transmit those to the Property Appraiser prior to the December 31st, 2024, deadline. Publish our opt-out application on our website. We would have our advisory committee of first responders who would review those opt-out applications. We would prepare a bid for the first 16 miles of roadway that we know have been deemed unpassable by those first responders.

Our future year process is the advisory committee will present a list of roads needing maintenance to remain passable to the MSTU project manager. The advisory committee will rank the roadways

worst first, and then we would develop a budget to be presented to you annually each year through your budget process.

So we're asking for your approval today on the amendment of Ordinance 2023-71.

CHAIRMAN HAL: Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chair.

Question with the opt-out. I know that's been in and out and in and out, the opt-out. Now it's in. And we hold the premise on the first responders to make a determination if the roads are impassable or not through their process, however they come to that conclusion. So if somebody opts out, let's just -- I'm spitballing. You opt out, the road's fine. Five, six years down the road, they don't do their own maintenance on the road, and then now they're put in that category of the impassable. Do we retroactively go after them because they didn't do anything -- they opted out when the road was good, but then they didn't do anything to maintain that road, and now we have to deal with it. Can we retroactively go back and collect that percent over the years they didn't maintain the road?

MS. SCOTT: I would defer to the county attorney if I could retroactively but do not believe so. I believe the way it's written is is that they would just be included into the MSTU in perpetuity then.

COMMISSIONER KOWAL: Because I just don't like the fact that they might have a good road now because whoever was taking care of it before took care of it, and now that person's not there anymore. They opt out, they get the benefit of that person that took care of the road. Five, six years down the road they got it fixed again, and they never paid a dime into the program.

MS. SCOTT: The opt-out provision does require that they provide us a maintenance plan. But you're correct, somebody -- you know, somebody could move off the road that had a grader that was doing it for them. But the way it is currently written is if at a point in

the future the road becomes impassable to emergency vehicles, those previously opted-out homes shall become subjected to the tax levy herein beginning the next fiscal year and continuing the following years. That's how the existing ordinance is written.

COMMISSIONER KOWAL: I don't know. It's kind of --

COMMISSIONER LoCASTRO: Yeah.

COMMISSIONER KOWAL: It's kind of -- they can play the system and kind of get a freebie out of it for five, six years. So I don't know.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: You know, there's a way to scam any system. This circumstance has been prevalent in our community forever, 25 years. Commissioner Coletta formed a homeowners association in 2000 called the Corkscrew Island Neighborhood Association, and if you all aren't doing anything, we're having a Christmas party at Bill's cabin in the woods next week, next Tuesday, for the CINA, Corkscrew Island Neighborhood Association.

The rationale back in those days was each individual road had to do a referenda, 50 percent plus one, on the road to opt in to do -- create their own individual MSTUs. Well, you can't get two of us that live in the woods to agree on what color the sky is let alone whether or not we're going to pay any extra money to take care of a road.

This is a way -- I'm going to admit it's not the only way to address a systematic failure that our community has had ever since I've lived there.

There are people who -- and again -- and I've lobbied for this and lobbied for this. I'm not saying that this is all perfect. I'm not saying that there isn't a way to beat the system. I'm not saying that -- I don't believe -- I think what Trinity shared with you, Commissioner Kowal, is correct; I don't think we can retroactively go back on somebody.

But I know that --

COMMISSIONER KOWAL: I don't think she said that. She said we didn't have that in there. I was just asking if we could.

COMMISSIONER McDANIEL: I don't think we can.

COMMISSIONER KOWAL: Okay.

COMMISSIONER McDANIEL: And so someone could technically opt out today. But in order to opt out, they have to provide us with a maintenance plan and adhere to that maintenance plan. So it's not necessarily going to be five, six years down the road. It could be, necessarily.

But Mitch Penner lives out in North Belle Meade. He's Mitchell & Stark. He takes care of his own roads. So he can opt out. He can supply a maintenance plan and support it. I technically on my road, with Redhawk Lane -- and now that USA Grading's moved in on the corner, we could, if we choose to, opt out if we wanted to, supply a maintenance plan, and take care of that.

There's no -- there's no perfect position or perfect system that can accomplish what needs to be done. We have to declare a state of emergency when we enact these repairs. That's something that the County Attorney and I have worked on extensively. We just came through one of the worst -- and right now nobody's chirping about the roads because it's been dry for a month, month and a half. But we went through the data, the analysis, sent staff out, sent the emergency services folks out.

We now know that there's 15, 16 miles of unpassable roads. We have an obligation to take care of that. And the first shot over the bow was to just enact the MSTU on those roads. Well, as soon as we started moving on that, it rained, and then there was another nine miles down in 6L Farms area that went under water and weren't traversable any longer.

So my suggestion is, let's do this -- this is the beginning of a

process -- and make the necessary adjustments. We're not going to just enact this and then walk away from it. It's going to be an ongoing process that we manage and monitor. We're going to track the front-end expense. We're going to track the ongoing maintenance that transpires after so that these roads don't become impassable again and then manage the tax over a period of time to be able to hopefully develop enough in reserves so that if a -- if a large storm event comes along, we've got the reserves in order to take care of those roads. And have enough money in there to do the ongoing maintenance that's necessary to do this.

I don't want to regurgitate all of the reasons why this is necessary. Our number one job as a local government is health, safety, and welfare; take care of our people.

And this is a path that has never been tried before, I'll be the first to admit that. And we as a community don't like to be the guinea pig, but this is a path I think that can -- that we as a community can travel to take care of a systemic failure that we have going on in this community. Some of these private roads that have gone into disrepair since I became a County Commissioner have cost eight and 10 times the amount of money that it normally would have cost had it been done and done properly and then cared for after the fact.

CHAIRMAN HALL: Commissioner Saunders.

COMMISSIONER SAUNDERS: Just -- and I have no issues in going forward with this, but I do have a question and maybe an alternative just for discussion purposes.

But assuming that we adopt this with the opt-out, are you going to need any additional staff to manage this? You've got people that are coming in with maintenance programs because they're opting out. Do you have the ability to handle this -- whatever that additional workload would be?

MS. SCOTT: We will monitor that. Right now I have two

MSTU project managers who have a lot of MSTUs on their plate. What we would most likely do, because those staff times are charged back to the MSTUs, if we needed to bring in additional assistance, we would start with, through our temporary service, our key staff, and bring in a temporary employee if we needed one until we can get through the ebbs and flows of this. I think in the beginning with the opt-out we're probably going to have a little more, and there'll be some more administrative work, so bringing in some assistance.

But then if this goes as the commissioner has kind of laid out, we're hoping that it's, you know, more of a streamlined process. We're meeting with that advisory committee. They're giving us their priorities for the year. We're setting that -- we're setting those priorities. No different than kind of how I do a paving plan, you know, where we're assessing the roads, we're building the plan. Okay. The next fiscal year, bam, we're getting out there. We're getting those things done. As soon as these are done, we're starting to assess everything again, so...

COMMISSIONER SAUNDERS: So it would be interesting just to know if you're going to incur expenses, because I think this will generate $203,000 a year; is that the --

MS. SCOTT: Correct.

COMMISSIONER SAUNDERS: Yeah. So, you know, if there's an offset from that because of increased staff time, we're not dealing with a big number to begin with. So that would be something that I think we would need to know.

But I think I'd ask the County Attorney a question. We can't spend our ad valorem tax dollars on a private road; that's why we're going through this exercise?

MR. KLATZKOW: Yes, sir.

COMMISSIONER SAUNDERS: So -- but we can determine that there's an emergency situation, and we can spend tax dollars to

correct an emergency situation, and we can go back and assess the property owners along that roadway for those costs?

MR. KLATZKOW: Which we've been doing.

COMMISSIONER SAUNDERS: Which is what we've been doing.

MR. KLATZKOW: Yes.

COMMISSIONER SAUNDERS: Okay. Has that not been effective? I mean --

COMMISSIONER McDANIEL: Absolutely ineffective.

COMMISSIONER SAUNDERS: Well, is that because we're not declaring enough emergencies in enough locations or -- and there's no one to monitor it? Why would that not be effective? It seems to me that that would be the easiest way to deal with it.

COMMISSIONER McDANIEL: It's a -- what I've experienced since I became a commissioner and even before I became a commissioner, Commissioner Saunders, was the after-the-fact expense associated with reparations of the road were extraordinary, and then the burden was put upon -- put upon those folks just specifically on that road. This rationale here is to -- it's a big wagon -- have everybody tote a little bit on the wagon and then not just a few are carrying and pulling on the wagon.

COMMISSIONER SAUNDERS: Okay.

COMMISSIONER McDANIEL: And, again, just to cite an example, I had a friend pass away of a heart attack out in the sanctuary because we couldn't get an ambulance to him. That's one too many.

COMMISSIONER SAUNDERS: Okay.

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chairman.

My wife's going to kill me. It's my anniversary today.

COMMISSIONER McDANIEL: Hey, Happy Anniversary.

COMMISSIONER LoCASTRO: Isn't it great to spend it with us?

COMMISSIONER KOWAL: Yeah, I know.

All right. I've just got to ask a couple questions.

Commissioner Saunders quoted a $203,000, supposedly, collection. What do we base that on?

MS. SCOTT: That's based on the property values of the properties that would -- without anyone opting out at this point.

COMMISSIONER KOWAL: That's with nobody opting out?

MS. SCOTT: Right, because I don't know who's going to opt out at this point.

COMMISSIONER KOWAL: That's right. Now you're getting to -- we're getting to what I'm getting to here. I know when we started it was 110 miles of roads or something. Now I think you quoted something like 97, 96 miles.

COMMISSIONER McDANIEL: Seventy-five.

MS. SCOTT: Seventy-five.

COMMISSIONER KOWAL: Seventy-five. So it's really shrunk, 75. And so far our professional opinion with our first responders and our Road and Bridge people, we've deemed 16 miles impassable.

MS. SCOTT: Yes.

COMMISSIONER KOWAL: So is there a possibility that -- subtract 16 from 75, whatever that number is, that will be the number that will opt out? And what are we collecting then?

MS. SCOTT: Certainly that's a possibility, and we did not look at that number.

COMMISSIONER KOWAL: What are we collecting then?

MS. SCOTT: We did not look at with the -- I might have it with me.

COMMISSIONER KOWAL: Somebody's good at math.

MS. SCOTT: It's not, because it's based on the value of the properties along the --

COMMISSIONER KOWAL: I know, but I guess what I'm trying to say is we could get to the point where, at the end of this meeting and we agree on this, that we could possibly only be collecting for 16 miles of people in this county with our one millage.

MS. SCOTT: It's a possibility that everyone would opt out. I don't think it's likely.

COMMISSIONER KOWAL: It won't be everyone. It won't be everyone, because the 16 miles won't be allowed.

MS. SCOTT: Right. But I don't think it's likely that every individual property owner is going to opt out. But there is a possibility that they all could. But is it likely? No.

COMMISSIONER KOWAL: I'm just trying to put some eyes on this, because if our system we had before didn't work and this might be the answer to fix that, I don't know if this is the real answer. And I'm going to keep saying this, that there's a chance that we could only be collecting from 16 miles of roads moving forward. And I don't know where you're getting this big purse we're going to have this collection of money so -- when we have to do more mileage down the road, bring these people on board when they don't do their maintenance plans or where they don't keep up with it.

I -- I like going in there. You got 16 miles of bad road, guess what? We're fixing your road, and you're getting taxed for it because you failed, because you made a decision to live on a private road. You wanted to live there. That's your responsibility. It's not the taxpayers' responsibility. Now, we've got to fix it because you made it unsafe for your neighbors. And now you'll pay for it.

And it's not that we neglected -- or that program don't work. We just weren't paying attention. We weren't out on a regular basis driving these roads and determining if they were passable or not.

And now it just caught up to us.

And I hate to say it, but the only -- I think the best system we have is the one we already have. We just have to imply [sic] it. We haven't implied [sic] it. We haven't had a task force go out once a year, every six months, drive these 75 miles, which when I was a patrolman I drove way more than 75 miles a night in a patrol car, and I'm pretty sure we can do it on a regular repeating basis to determine which are the bad roads and which are not the bad roads.

I don't know. I don't want to create a whole 'nother bureaucracy that's never been created in the state of Florida from what I understand. This will be the first time this was ever done in all 67 counties.

I just don't -- I'm sorry. I'm just trying to bring some common sense, shed some light on it. And, God, I don't want to belittle anything that ever happened to any person, to anyone we ever loved in our lives, because of a bad road, but that's on us, and that's on the people that chose to live there that we weren't keeping an eye on our roads and we weren't -- didn't have a plan in place to make sure they were passable.

That's the problem. And I don't know -- if we get there, we get there. But I know I've been talking about this for two years at this point. I'm sorry. You're my friend, and I just --

COMMISSIONER McDANIEL: You don't have to be sorry.

COMMISSIONER KOWAL: You're my friend.

COMMISSIONER McDANIEL: No, no -- can I speak? Is it my turn?

COMMISSIONER KOWAL: Go ahead.

CHAIRMAN HALL: It's your turn.

COMMISSIONER McDANIEL: You don't have to be sorry. I'm going to be the first to admit that there is -- that there is no perfect way. What we do know now is that we have 75 miles of road, that

we have 16, 17 miles that are absolutely impassable that we are obligated to fix. That's a fact.

COMMISSIONER KOWAL: Agreed.

COMMISSIONER McDANIEL: Period. This way is the proposition that I've brought forward that I've been trying to implement for eight years.

Commercial Coletta tried it for 20 years before that. Nance was online with it as well. This circumstance, Commissioner Kowal, has been going on forever.

My rationale is --

COMMISSIONER KOWAL: And that's on us.

COMMISSIONER McDANIEL: Well, I don't disagree. I mean --

COMMISSIONER KOWAL: We failed these people by not paying attention to their roads.

COMMISSIONER McDANIEL: I could tell you stories. And again, there are not a lot of these private unpaved roads in District 4. The majority of them are in District 1 and District 5.

And so I'm the one -- I'm -- my constituency is the one that's been dealing with this -- with this circumstance. Our not taking care of that responsibility has -- has caused enormous expense increase. This is a path to get to that point where that expense is manageable and the wagon is toted by many people.

Is it -- is it a creation of -- and I'll tell you -- I will share this to you -- two things. I'm going to be on top of this like it's -- like it's those buckeyes that Terri made tonight, or today. That candy that's in the back there. That was amazing stuff. I'm going to be on top of this every single day.

I'll bring you a report as often as you want from a timeline as to the -- for transparency and, in fact, accountability. I'll give this board a list of those who have opted out, what the -- because it's impossible.

You can't just do simple math, and 17 -- or, you know, 16 miles have to opt in and the others opt out. We can't -- that's not simple math because you've got different valuations of the assets that are along those private roads. It's not that simple of a math equation.

My ask is let's do this, give it a whirl. If it isn't, let's tweak it. We'll make adjustments along the way in order to effectuate something different.

What has been going on -- again, we were all set to go forth and persevere on the original 13 miles, and it rained, and nine more miles wanted to come into the MSTU. So this is -- this is a systemic issue that Collier County has had since time immemorial, and this is a way to cure that.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Does anybody else have an issue with the opt-out option? Am I hearing that more than just me has the opt-out issue? I mean, and the reason I don't like the opt-out issue is -- so I opt out. Commissioner Kowal, I thought -- I don't know if he supported the opt-out or not, but the part he talked about is, hey, I could game the system. So I opt out, and my road in front of my house is okay, but I get to enjoy a beautiful road, you know, all the way out to the main area because everybody else is paying. Then my road starts to deteriorate a little bit, and then I get lazy or -- I mean, I just think that you're either all in or you're all out. If your road's beautiful and great and wonderful, you're still getting taxed because you're enjoying a whole stretch of road, and we're trying to keep it cohesive.

I just think with this opt-out option, we're not going to have cohesive stretches of road, especially roads that right now are not passable even if they have little patches that are being maintained. I mean, I just think this is the cost of living in these type of neighborhoods. But I know that we -- we went back and forth on the

opt-out provision, but, you know, in Commissioner Kowal's conversation, I mean, I agreed almost word for word when you were saying, hey, there's a lot of loopholes here with the opt-out, if I was hearing you correctly.

And, you know, I mean, that's the only part I don't love about this. I think it creates a lot of -- a lot of options for people to say, "Oh, my road's fine. You know, don't worry. I'll take care of it," and then we're chasing down maybe the handful or more than a handful of people that opted out and then didn't maintain their road, or their road's not as good as their neighbor who opted in and their road's perfect.

But, you know, I think what we need are cohesive roads. And when you choose to live in this type of neighborhood and you've let it, you know, go, this is -- you know, establishing the MSTU is a way to put it all back into a more cohesive, you know, road system.

COMMISSIONER McDANIEL: One little clarification on the opt-out. It's not per house. It's the whole road. If you opt out, you're opting out your road, not just your 200-foot and 30-foot-wide --

COMMISSIONER LoCASTRO: Even worse.

COMMISSIONER McDANIEL: -- portion of the easement. You're opting out the -- you're opting out the whole road.

And so it's -- I don't look for the opt-out provision to be as large of an obstacle as what it's being made out to be. I didn't -- I trooped in a lot of people way back in the day before -- before Commissioner Hall and Commissioner Kowal came onto this board who spoke in favor of this adventure way back when who live on these private dirt roads who were in favor of this unified path to get us to where we're going.

To share an example for you, I shared one example of my friend, Mitch Penner. Collier Enterprises owns, I don't know, five, six miles of dirt road between Oil Well Road and Immokalee Road on Oil

Grade. They own sides of the road. It's their own private dirt road. They need to be able to opt out of that.

It's not -- it's not a traversable -- there's a gate on both ends of that road. So there are -- there are people who should be able to opt out. Are we going to have somebody game the system? Probably. What system isn't gamed?

COMMISSIONER SAUNDERS: Could we -- all right. You've got some roads that need to be opted out.

COMMISSIONER McDANIEL: A couple.

COMMISSIONER SAUNDERS: Okay. There are a couple. Why don't you just identify those and keep them out of the -- do the MSTU the way we've got it and just eliminate those roadways? I mean, you're identifying roadways to be included in the MSTU. Let's opt them out for ourselves so we don't open up an opt-out for everybody. If you're only talking about a few roads that need to come out of this, let's just take them out.

COMMISSIONER McDANIEL: I don't know.

COMMISSIONER LoCASTRO: Trinity's head just exploded.

COMMISSIONER McDANIEL: Yeah, I'm --

COMMISSIONER LoCASTRO: What did the Planning Commission say about this? Oh, I'm just kidding.

MS. SCOTT: They had three days of testimony about it.

COMMISSIONER LoCASTRO: I just wanted to throw some levity in there for Dan, because he's going to get divorced at the end of tonight because he's missing his anniversary.

COMMISSIONER KOWAL: I'm good.

COMMISSIONER McDANIEL: I'm just -- and --

COMMISSIONER KOWAL: People's work.

COMMISSIONER McDANIEL: -- again, if you want my personal opinion, we're making a mountain out of a molehill on this opt-out provision. I think the way that this is written is as fair as it

can possibly get. If the consequences of the opt-out provision end up being not conducive for the greater good to be served, then we'll enact something else.

CHAIRMAN HALL: My thoughts are: Number one, I think it's our obligation to maintain public roads. I don't think it's our obligation at all to maintain a private road. That's arguable. Set that aside.

We have an emergency repair place -- an emergency repair process in place, and now we have targeted roads so that we don't fail as a county to have those things. We have targeted roads now that we can force the issue. So that's one way that we can go that we have in place now.

If we go with the private -- if we go with this MSTU, I don't think that there's any incentive at all for people to add one mil for them to maintain their road or want to opt out or not be a burden on the taxpayer or not be a burden on themselves, which is a burden on the taxpayer, because we're going to front the money for the repair and the maintenance going forward in hope that we collect enough money to pay for it. And there's just way too many holes in this system for me to be comfortable.

If we could raise the millage rate, double it, and only do a portion of the most critical ones until we got enough money in the kitty to maintain them all, I'd be comfortable with that going, but I'm not comfortable with establishing it and hoping that the opt-outs aren't so great that we have such a great need to fix immediately and just skosh amount of money to do it with. So there's my thoughts.

COMMISSIONER SAUNDERS: This is rather unusual. No one's saying anything.

COMMISSIONER McDANIEL: Yeah, well, I'm cyphering. I mean, I'm over here looking at it, and this circumstance is not going to get fixed year one. It's not going to get fixed year two. It may take

five years for this tax at one mil to accomplish what we want to have accomplished.

COMMISSIONER SAUNDERS: So why don't you go ahead and make a motion, let's see if it passes. If it doesn't, then we'll move on to some other way to solve the problem.

COMMISSIONER McDANIEL: Then I'll make a motion to -- I'll make a motion that we accept and pass what's been presented to us in Agenda Item 9D.

COMMISSIONER SAUNDERS: For purposes of getting this on the floor for a vote so we can make a resolution one way or the other, I'll second the motion. That is not a guarantee I'll vote for it. It's just it gives us all an opportunity to vote on it.

COMMISSIONER McDANIEL: So the Chairman's going to call for the vote because we've wore out the discussion.

CHAIRMAN HALL: Well, I would be in -- I didn't -- I made a note here, and I didn't say it. If we pass this, I would be comfortable at 2 percent on the millage rate and to do this for two years and monitor it and see how we're going. And if it's going south, I say we kill it.

COMMISSIONER McDANIEL: I'll amend the motion to what he just said.

COMMISSIONER LoCASTRO: Is it 2 percent?

COMMISSIONER McDANIEL: Two mills.

MS. SCOTT: Two mills.

COMMISSIONER SAUNDERS: Now, just so we -- I mean, that's a fairly substantial increase.

COMMISSIONER McDANIEL: Right.

COMMISSIONER SAUNDERS: You're going from -- this would be --

CHAIRMAN HALL: From one to two.

COMMISSIONER SAUNDERS: To two mils.

COMMISSIONER McDANIEL: Why can't we just leave it at one mil and monitor it for two years and then kill it?

COMMISSIONER SAUNDERS: Yeah. Because, I mean, if you go to two mils, you're increasing their taxes 50 percent.

COMMISSIONER KOWAL: Why don't you give me a tank of gas. I'll drive around and look at these roads. When I find bad ones, we'll fix them. And I'll tax the people that live on them with their mill, one mil, two mil, whatever it is.

(Simultaneous crosstalk.)

COMMISSIONER McDANIEL: I have sold this at the one mil, Chairman Hall, since the beginning of time, and so I'd be happy to leave it at the one mil, monitor it for two years. Heck, I'd be happy to monitor it for a year and kill it if it's not working.

CHAIRMAN HALL: I'll go with that. I'll compromise on the millage.

COMMISSIONER KOWAL: All right. You're my friend. I'm going to give you one year.

COMMISSIONER McDANIEL: Are we friends now?

COMMISSIONER KOWAL: You've always been my friend.

COMMISSIONER LoCASTRO: And didn't he say he would give us a report? I'd like a report every day, every day.

COMMISSIONER KOWAL: Oh, I want a report every day.

(Simultaneous crosstalk.)

MS. SCOTT: Commissioner LoCastro, please don't do that, because he's going to ask me for the report.

COMMISSIONER LoCASTRO: Oh, that's true. Yeah, that's right. He'll delegate that immediately.

COMMISSIONER McDANIEL: Yes, he will.

CHAIRMAN HALL: Just get your notes from Jaime back there. She has rock crusher notes that you can just duplicate.

COMMISSIONER LoCASTRO: Lauren Maxwell just sent me

a text, and she said, "Where the hell is my husband?"

CHAIRMAN HALL: All right. All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: So done.

MS. SCOTT: Oh, my gosh. I almost retired on that one.

MS. PATTERSON: Way to go, Trinity.

COMMISSIONER KOWAL: You've got one year, buddy.

COMMISSIONER McDANIEL: Yeah, I know. Thank you. The happiest part of that whole thing is you admitted being my friend.

COMMISSIONER SAUNDERS: You know he's a politician, so I wouldn't go to the bank on that one.

MS. PATTERSON: Terri, you good for one more?

THE COURT REPORTER: (Nods head.)

MS. PATTERSON: All right. Okay. We've got one more item.

COMMISSIONER LoCASTRO: I thought we have two, 11E and 12B. No? Did I miss one?

MS. PATTERSON: What?

COMMISSIONER LoCASTRO: I don't know. I'm sort of checking them off.

CHAIRMAN HALL: How fast can we do the AUIR report?

(Simultaneous crosstalk.)

MS. PATTERSON: We're not. It's continued to the 28th of January.

Item #12B

A SETTLEMENT AGREEMENT WHICH WILL DISMISS WITH PREJUDICE ALL CLAIMS BROUGHT BY NAPLES GOLF DEVELOPMENT, LLC, AGAINST COLLIER COUNTY AND COMMISSIONER MCDANIEL (CASE NOS. 2023-CA-001795 AND 2023-CA-2995), RELATED TO A BERT HARRIS CLAIM FILED PURSUANT TO FLORIDA STATUTES §70.001 REGARDING APPLICATION OF THE COUNTY'S GOLF COURSE CONVERSION ORDINANCE ON THE LINKS OF NAPLES GOLF COURSE, AND APPROVE ALL NECESSARY BUDGET AMENDMENTS. (COUNTY MANAGER'S REQUEST) - MOTION TO APPROVE BY COMMISSIONER SAUNDERS; SECONDED BY COMMISSIONER HALL (COMMISSIONER MCDANIEL ABSTAINED) – APPROVED

So all we have -- all we have left is Item 16K12 that is now 12B. This is a recommendation to approve and authorize the chairman to execute a settlement agreement which will dismiss with prejudice all claims brought by Naples Golf Development, LLC, against Collier County and Commissioner McDaniel related to a Bert Harris claim filed pursuant to Florida Statutes 70.001 regarding application of the county's golf course conversion ordinance on the Links of Naples Golf Course and approve all necessary budget amendments.

This was moved to the regular agenda by me. And County Attorney Klatzkow has some comments. I'll hand it to Commissioner LoCastro or County Attorney Klatzkow, whoever is going to take the ball.

COMMISSIONER LoCASTRO: I'll hear from the County Attorney.

MS. PATTERSON: All right. County Attorney Klatzkow.

MR. KLATZKOW: The first slide is an overview of where the Naples Golf Course is located. That is a summary of what happened.

It's just factual in nature. I don't need to repeat it.

COMMISSIONER LoCASTRO: Just go back for one second.

MR. KLATZKOW: Yeah.

COMMISSIONER LoCASTRO: Okay.

MR. KLATZKOW: We're involved in litigation in this matter. My strong recommendation -- strong recommendation is that we dispose of it with this settlement agreement.

CHAIRMAN HALL: Commissioner Saunders.

COMMISSIONER SAUNDERS: Does this take care of the public records lawsuit as well?

MR. KLATZKOW: Yes, sir.

COMMISSIONER LoCASTRO: And then this allows the golf course owner to move forward with some sort of residential project or to sell the property to somebody who moves forward, correct?

MR. KLATZKOW: He'll probably flip it.

COMMISSIONER LoCASTRO: Yeah.

COMMISSIONER SAUNDERS: I'll make a motion to approve if there are -- it doesn't look like there are any speakers.

MR. MILLER: No.

CHAIRMAN HALL: I'll second it. All in favor, say aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: All opposed?

COMMISSIONER McDANIEL: I have to abstain. He didn't announce that, but I'm --

CHAIRMAN HALL: No worries. We passed you.

MS. PATTERSON: Commissioners, that brings us to Item 15, staff and commission general communications.

Item #15A

PUBLIC COMMENTS ON GENERAL TOPICS NOT ON THE CURRENT OR FUTURE AGENDA BY INDIVIDUALS NOT ALREADY HEARD DURING PREVIOUS PUBLIC COMMENTS IN THIS MEETING.

Item 15A, public comments on general topics not on the current or future agenda by individuals not already heard during the previous public comments in this meeting.

MR. MILLER: Oh, there is none.

MS. PATTERSON: Item 15B, project updates. There are none.

Item #15C

STAFF AND COMMISSION GENERAL COMMUNICATIONS

Which brings us to Item 15C, staff and commission general communication. I do have one housekeeping matter. We do need to schedule a mental health workshop to talk about the mental health strategic plan, which was actually mentioned when we were doing the David Lawrence item, as well as I won't take --

COMMISSIONER KOWAL: That's all right. You're just talking about --

MS. PATTERSON: Landfill.

COMMISSIONER KOWAL: -- referring to us having a part of-- work that day to talk about the future of the landfill. I wanted to bring that up, so...

MS. PATTERSON: We had planned to schedule, basically, a three-quarter day-ish workshop with mental health in the morning.

Commissioner Kowal has some comments about land -- a workshop topic on the landfill and all things solid waste, and it would be the appropriate time for us, then, to touch on our update to our strategic plan and budget.

Originally looked at a February workshop date, but based on schedules, it looks like March 6th -- 4th, 6th -- let me check again -- is going to be the date. We'll -- if this is okay with all of you, then we'll check with your aides and make sure everybody's held that date. We typically hold that first -- March 4th, I'm sorry. March 4th. We typically hold that first Tuesday of the month as a workshop date anyway, but we would utilize a good part of the day for these topics, if it's --

CHAIRMAN HALL: What'd we talk about this morning that we needed to talk about. We said we need to do that, and we thought about "we need to do it sooner than later."

COMMISSIONER McDANIEL: Landfill.

CHAIRMAN HALL: No. It was something that we talked about this morning.

COMMISSIONER SAUNDERS: That was the bay.

COMMISSIONER KOWAL: Yeah, the Clam Pass. It seemed like so long ago, yeah.

COMMISSIONER McDANIEL: Yeah, Clam Pass.

CHAIRMAN HALL: We probably need to do that sooner.

COMMISSIONER McDANIEL: Clam Bay and that whole thing.

CHAIRMAN HALL: We can get together on that.

COMMISSIONER McDANIEL: We can add that as a subject matter if you want to -- I mean, we can have a brief discussion on it. It's not going to get fixed in one workshop nor necessarily is the landfill, but --

MS. PATTERSON: No, so we --

COMMISSIONER McDANIEL: -- we can certainly have a meeting on it.

MS. PATTERSON: We can add it as a topic based on kind of where we are. I had assumed that we'll be meeting with our coastal zone folks as well as the Pelican Bay folks as well as the other interested parties to try to sort some of this out. But it may be an opportune time just to hold some time for general discussion on that because March is a long way away. So we probably can get some work done on that topic between now and then. So if that is okay with you, we'll hold March 4th for these topics, then we'll get those on your calendars with your aides.

And with that, nothing else. Merry Christmas. Happy Holidays.

County Attorney.

MR. KLATZKOW: Merry Christmas and nothing else.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Same. Merry Christmas, Happy Holidays.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: A couple quick things. As we turn the corner on 2025, let's not forget about ResourceX. I'd love to get another update from them and see what kind of progress they're making and those sort of things.

Along those same lines -- and I really don't need an answer. But I hope we learned some things on the Links Golf Course. You know, that was one that -- you know, we blew through it quickly here, but there should be a lot of learning curves on that one. It was sloppy. And I think we don't need to beat that dead horse, but it's not one of our prouder moments.

You know, in closing, I just want to -- I want to thank my colleagues for spending seven hours on Section 29. I'm sure we're all

going to get hate mail from folks that think, you know, we can just wave a magic wand and make everything perfect. But, you know, sometimes we have to say yes to things that, like, we hate a little less.

I will tell you, with having a conversation with a few powers that be afterwards, to include Mr. Yovanovich, they've got a two year -- probably two years ahead of them going through all the state and federal wickets, so that's going to -- that's going to be a while, and there's no guarantee that that will get approved, but I think we're all comfortable that we had a unanimous vote on our piece.

And then last, I want to thank Commissioner Hall. This is his last meeting as Chair. You know, it's a lot; looks easy from the cheap seats here for the four of us.

And I think Commissioner Saunders, we were talking yesterday, and, you know, he'll be the next Chair. And he was saying, you know, you do have to -- it is a different job than the four. You know, you have to really run the meeting and stay focused. You have to meet with the county staff a little bit more and really understand what's on the agenda.

Really, at any given time, the four of us could walk in here -- and I know we don't -- but could walk in here with very little knowledge of the agenda and listen and vote and, you know, that sort of thing, but the Chair doesn't really have that luxury.

I'm really impressed that all five of us run a professional meeting, and I think the Planning Commission can learn a lot from us.

But, you know, today maybe didn't turn out the way -- you know, we always say, "Somebody's going to leave here upset." And trust me, a whole bunch of people probably did. But I think -- you know, it's a big muscle movement in my district, but I'm proud of the way that we conducted ourselves, and I really appreciate the deep dive that the four of you did asking, you know, difficult questions, understanding the moving parts, and also meeting with citizens and

DRAFT

Mr. Yovanovich, and, you know, we certainly made good use of the extra month.

But, you know, having said that, see you on the flip side, 2025.

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: I'd like to wish everybody a Merry Christmas and Happy Holidays, and thank you, Commissioner Hall, for running us through this past year as our chairman.

I'll swing by McDonald's drive-through, Honey, and I'll get us some anniversary food tonight.

CHAIRMAN HALL: Happy Anniversary.

COMMISSIONER McDANIEL: Yeah, Happy Anniversary.

CHAIRMAN HALL: Commissioner Saunders.

COMMISSIONER SAUNDERS: Mr. Chairman, I have 25 different items I want to go through, but in the interest of matrimonial harmony, I will just simply state Happy Anniversary and Happy Holidays to everybody, and also, thank you, Mr. Chairman, for this past year. It's been -- it's been very good, very great. So thank you.

CHAIRMAN HALL: Thank you, all. Merry Christmas to you. Thanks for the kind words. I'm ready to pass the gavel. It will be a welcome little chance.

But I enjoy working with you. I never have left they dais thinking that, oh, man, we blew this decision today or I had regrets. I've spent two years here now, and every decision that we've made, I've been very comfortable with it. And I just wanted you to know I like working with you, and I appreciate everything that everybody puts into this deal, and we got a lot more work to do coming next year.

With that, meeting adjourned.

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****Commissioner McDaniel moved, seconded by Commissioner LoCastro and carried that the following items under the consent and summary agendas be approved and/or adopted****

Item #16A1

REESOLUTION 2024-226: A RESOLUTION FOR FINAL ACCEPTANCE OF THE PRIVATE ROADWAY AND DRAINAGE IMPROVEMENTS AND ACCEPTANCE OF THE PLAT DEDICATIONS FOR THE FINAL PLAT OF NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA, PHASE 2, APPLICATION NUMBER PL20200001505, AND AUTHORIZE THE RELEASE OF THE MAINTENANCE SECURITIES IN THE AMOUNT OF $263,991.88

Item #16A2

RESOLUTION 2024-227: A RESOLUTION FOR FINAL ACCEPTANCE OF THE PRIVATE ROADWAY AND DRAINAGE IMPROVEMENTS AND ACCEPTANCE OF THE PLAT DEDICATIONS FOR THE FINAL PLAT OF CITY GATE COMMERCE PARK PHASE THREE REPLAT NO. 4, APPLICATION NUMBER PL20200002078, AND AUTHORIZE THE RELEASE OF THE MAINTENANCE SECURITY IN THE AMOUNT OF $246,412.67

Item #16A3

FINAL ACCEPTANCE OF THE POTABLE WATER AND SEWER UTILITY FACILITIES AND ACCEPT THE CONVEYANCE OF THE POTABLE WATER AND SEWER FACILITIES FOR

TERRENO AT VALENCIA GOLF AND COUNRY CLUB PHASE 2A, PL 20240008162

Item #16A4

FINAL ACCEPTANCE AND ACCEPT THE CONVEYANCE OF THE POTABLE WATER AND SEWER UTILITY FACILITIES FOR HAMILTON PLACE, PL20200000395, AND AUTHORIZE THE COUNTY MANAGER, OR DESIGNEE, TO RELEASE THE FINAL OBLIGATION BOND IN THE TOTAL AMOUNT OF $4,000 TO THE PROJECT ENGINEER OR THE DEVELOPER'S DESIGNATED AGENT – FINAL INSPECTION WAS CONDUCTED ON OCTOBER 15, 2024, FOUND THESE FACILITIES SATISFACTORY AND ACCEPTABLE

Item #16A5

RESOLUTION 2024-228: A RESOLUTION FOR FINAL ACCEPTANCE OF THE PRIVATE ROADWAY AND DRAINAGE IMPROVEMENTS AND ACCEPTANCE OF THE PLAT DEDICATIONS FOR THE FINAL PLAT OF MAPLE RIDGE AT AVE MARIA, PHASE 5A, APPLICATION NUMBER PL20170002500, AND AUTHORIZE THE RELEASE OF THE MAINTENANCE SECURITIES IN THE AMOUNT OF $692,391.46

Item #16A6

RESOLUTION 2024-229: A RESOLUTION FOR FINAL ACCEPTANCE OF THE PRIVATE ROADWAY AND DRAINAGE IMPROVEMENTS AND ACCEPTANCE OF THE PLAT

DEDICATIONS FOR THE FINAL PLAT OF ORANGE BLOSSOM RANCH, PHASE 3A, APPLICATION NUMBER PL20180000417, AND AUTHORIZE THE RELEASE OF THE MAINTENANCE SECURITIES IN THE AMOUNT OF $580,068.99

Item #16A7

THE CLERK OF COURTS TO RELEASE A PERFORMANCE BOND IN THE AMOUNT OF $36,139.18 WHICH WAS POSTED AS A GUARANTY FOR EXCAVATION PERMIT NUMBER PL20210001820 FOR WORK ASSOCIATED WITH ALTIS AT SANTA BARBARA – THE LAKE WAS INSPECTED ON OCTOBER 29, 2024

Item #16A8

RECORDING THE MINOR PLAT OF CUOMO SUBDIVISION, APPLICATION NUMBER PL20240004831 – FOUND IN SECTION 7, TOWNSHIP 49 SOUTH, RANGE 27 EAST

Item #16A9

RECORDING THE PLAT OF ESPLANADE BY THE ISLANDS - PHASE 4 (APPLICATION NUMBER PL20240006275) APPROVAL OF THE STANDARD FORM CONSTRUCTION AND MAINTENANCE AGREEMENT AND APPROVAL OF THE PERFORMANCE SECURITY IN THE AMOUNT OF $4,220,586.70 - W/STIPULATIONS

Item #16A10

AN EXTENSION TO THE MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA WILDLIFE CORRIDOR FOUNDATION (FWCF) UNDER THE CONSERVATION COLLIER LAND ACQUISITION PROGRAM THAT ALLOWS FWCF TO CONTRIBUTE UP TO $1,283,455 TOWARDS THE ACQUISITION OF CONSERVATION COLLIER A-LIST PARCELS WITHIN THE PANTHER WALK PRESERVE MULTI-PARCEL PROJECT AREA - EXTENDING THE MOU UNTIL DECEMBER 31, 2025

Item #16A11

RESOLUTION 2024-230: A RESOLUTION AUTHORIZING THE TRANSFER OF THE FACILITIES OF THE NORTH MARCO UTILITY COMPANY INC. TO THE CITY OF MARCO ISLAND AND CANCELING FRANCHISE CERTIFICATE 02S, PURSUANT TO ORDINANCE NO. 96-6, THE COLLIER COUNTY WATER AND WASTEWATER UTILITIES REGULATORY ORDINANCE

Item #16A12

RESOLUTION 2024-231: A RESOLUTION TO CLEAR TITLE TO 780± ACRES OF LAND BEING CONVEYED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (TIITF)

Item #16A13

CONSERVATION COLLIER RAILHEAD SCRUB PRESERVE FINAL MANAGEMENT PLAN 10-YEAR UPDATE UNDER THE

CONSERVATION COLLIER PROGRAM – FOUND IN SECTION 10, TOWNSHIP 48, RANGE 25, AND SECTION 30, TOWNSHIP 51, RANGE 27

Item #16A14

AN INCREASE IN FUNDING FOR THE OPERATIONAL COSTS WITH SYMBIONT SERVICE CORP., UNDER SOLE SOURCE WAIVER #24-086 FOR UP TO $586,164.00 FOR FY25 AND INCREASE FY26 UP TO $162,000 FOR PARTS, SERVICES AND WARRANTY REPAIR OF SYMBIONT GEOTHERMAL UNITS AT COUNTY AQUATICS FACILITIES – THE WAIVER IS VALID THROUGH SEPTEMBER 30, 2026

Item #16B1

RESOLUTION 2024-232: A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 2014-128, ANY AND ALL AMENDMENTS THERETO, IN ORDER TO UPDATE THE FEE SCHEDULE USED BY THE POLLUTION CONTROL SECTION FOR ANALYTICAL AND PROFESSIONAL SERVICES AND PROVIDING FOR AN EFFECTIVE DATE OF JANUARY 1, 2025

Item #16B2

RECOGNIZE CARRY FORWARD FUNDING FOR THE COLLIER METROPOLITAN PLANNING ORGANIZATION IN THE AMOUNT OF $8,739.03, EARNED FROM THE FY 2023/24 TRANSPORTATION DISADVANTAGED PLANNING GRANT, AND TO APPROVE ALL RELATED NECESSARY BUDGET

AMENDMENTS – UNDER THE TRANSPORTATION DISADVANTAGED PLANNING REINVESTMENT PROJECT #32128

Item #16B3

AN AGREEMENT FOR THE PURCHASE OF RIGHT OF WAY (PARCEL 1324FEE) REQUIRED FOR THE VANDERBILT BEACH ROAD EXT – PHASE 2 PROJECT (PROJECT NO. 60249) (ESTIMATED FISCAL IMPACT: $61,500) – FOLIO #40570720100

Item #16B4

RATIFY ADMINISTRATIVELY APPROVED CHANGE ORDER NO. 2 UNDER AGREEMENT NO. 22-7976 FOR UNFORESEEN ADDITIONAL ITEMS REIMBURSABLE UNDER THE OWNER'S ALLOWANCE AND FOR FORTY (40) ADDITIONAL DAYS FOR THE CR862 VANDERBILT BEACH ROAD EXTENSION FROM CR951 COLLIER BLVD. TO 16TH ST. NE PROJECT. (PROJECT NO. 60168, ESTIMATED FISCAL IMPACT: $582,575.00 FROM CONTRACT ROADWAY ALLOWANCE, STRUCTURES ALLOWANCE & SIGNALS ALLOWANCE) – AS DETAILED IN THE EXECUTIVE SUMMARY

Item #16B5

RESOLUTION 2024-233: A TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP)/ COUNTY INCENTIVE GRANT PROGRAM (CIGP) STATE-FUNDED GRANT AGREEMENT

DRAFT

WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) REIMBURSING THE COUNTY UP TO $2,974,555 FOR THE DESIGN, ENGINEERING, AND PERMITTING OF THE "OIL WELL ROAD WIDENING" PROJECT TO WIDEN THE 3.5-MILE SECTION OF OIL WELL ROAD FROM EVERGLADES BOULEVARD TO OIL WELL GRADE ROAD AND AUTHORIZE THE NECESSARY BUDGET AMENDMENT, FPN 453785-1-34-01/02. (PROJECT #60144, FUNDS 1841, 1842 AND 3095) – PROVIDING CONNECTIVITY AND ROADWAY ENHANCEMENT TO THE COMMUNITIES AND IMPROVE EMERGENCY RESPONSE TIMES AND SAFETY ALONG THE CORRIDOR

Item #16B6

RESOLUTION 2024-234: A RESOLUTION AUTHORIZING THE CONDEMNATION OF THOSE DRAINAGE EASEMENTS NECESSARY FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS AND MAINTENANCE OF AN EXISTING PRIVATELY-OWNED POND REQUIRED FOR THE WEST GOODLETTE-FRANK ROAD AREA STORMWATER IMPROVEMENT PROJECT (PHASE 2) (PROJECT NO. 60142) (ESTIMATED FISCAL IMPACT: $212,000)

Item #16B7

RESOLUTION 2024-235: THE RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE SECTION 5339 PUBLIC TRANSIT GRANT AGREEMENT (FPN 439255-1-94-24) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ACCEPT FEDERAL TRANSIT ADMINISTRATION GRANT

FUNDING IN THE TOTAL AMOUNT OF $676,172 FOR THE PURCHASE OF ONE REPLACEMENT BUS TO SUPPORT FIXED ROUTE SERVICES IN THE RURAL AREAS, AND TO AUTHORIZE THE NECESSARY BUDGET AMENDMENTS (CAT GRANT FUND 4031)

Item #16B8

THE CHAIRMAN TO EXECUTE A WORK ORDER WITH HUMISTON & MOORE ENGINEERS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR STATE REQUIRED ANNUAL MONITORING OF COLLIER COUNTY BEACHES AND INLETS FOR 2025 UNDER CONTRACT NO. 18-7432-CZ FOR TIME AND MATERIAL NOT TO EXCEED $158,597 AND MAKE A FINDING THAT THIS ITEM PROMOTES TOURISM (FUND 1105, PROJECT NO. 90536) – FOR ANNUAL REQUIRED BEACH AND INLET MONITORING SURVEYS AND REPORTS FOR COLLIER COUNTY BEACHES AND INLETS FOR 2025

Item #16B9

THE CHAIRMAN TO EXECUTE AMENDMENT NO. 1 TO GRANT AGREEMENT NO. 23CO2 AT THE REQUEST OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A REDUCTION IN FUNDING FROM $5,000,000 TO $1,300,000 FOR DUNE REPLANTING EFFORTS ASSOCIATED WITH DAMAGES FROM HURRICANES IAN AND NICOLE – WITH A TIME EXTENSION UNTIL SEPTEMBER 30, 2026

DRAFT

Item #16B10

THE EXPENDITURE OF TOURIST DEVELOPMENT TAX FUNDS IN A NOT-TO-EXCEED AMOUNT OF $538,500 FOR THE REGRADING OF SAND ON BAREFOOT BEACH, VANDERBILT BEACH, SOUTH MARCO ISLAND BEACH, AND THE CITY OF NAPLES BEACHES DAMAGED BY HURRICANES HELENE AND MILTON, AUTHORIZE ALL NECESSARY BUDGET AMENDMENTS, AND MAKE A FINDING THAT THIS EXPENDITURE PROMOTES TOURISM. (FUND 1105, PROJECTS #50312 AND #50320) - FOR THE REGRADING OF SAND

Item #16B11

THE BOARD OF COUNTY COMMISSIONERS (THE "BOARD"), ACTING IN THEIR CAPACITY AS TRUSTEE OF THE GAC LAND TRUST AND ON BEHALF OF COLLIER COUNTY EMERGENCY MEDICAL SERVICES DIVISION, APPROVES AN EXTENSION TO AGREEMENT TO PROVIDE THE COLLIER COUNTY EMERGENCY MEDICAL SERVICES DIVISION FUNDING FOR THE PURCHASE OF AN AMBULANCE, STRETCHER, AND CARDIAC MONITOR FOR EMS STATION 74, LOCATED AT THE INTERSECTION OF DESOTO BOULEVARD AND GOLDEN GATE BOULEVARD IN THE AMOUNT NOT TO EXCEED $352,000 – WITH THE EXTENDED AGREEMENT FOR THE PURCHASE OF EQUIPMENT DEADLINE OF JANUARY10, 2028

Item #16B12

A PROPOSAL FROM HUMISTON & MOORE ENGINEERS FOR $200,978 USING TOURIST DEVELOPMENT TAXES TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR POST-STORM SURVEYS, ANALYSIS, AND REPORTING OF BEACH AND INLET IMPACTS FROM HURRICANE MILTON, AND EMERGENCY PROFESSIONAL CONSULTING SERVICES FOR THE PURPOSE OF BIDDING, CONSTRUCTION, AND POST-DESIGN SERVICES FOR THE DREDGING OF WIGGINS PASS; AUTHORIZE NECESSARY BUDGET AMENDMENT; AND MAKE A FINDING THAT THESE EXPENDITURES PROMOTE TOURISM. (FUND 1105, PROJECT #50320) - ACCELERATING THE DREDGING OF WIGGINS PASS TO PRE-STORM CONDITIONS FOR PUBLIC HEALTH AND SAFETY – **AND AUTHIZE STAFF TO ENTER INTO A WORK ORDER FOR TASK D FOR PERMITTING, BIDDING, AND POST-DESIGN SERVICES FOR THE WIGGINS PASS MAINTENANCE DREDGE (ADDITIONAL TEXT PER AGENDA CHANGE SHEET)**

Item #16B13

CHANGE ORDER NO. 1, ADDING SEVENTY-SIX (76) DAYS UNDER AGREEMENT NO. 20-7800 WITH QUALITY ENTERPRISES USA, INC., TO COMPLETE UTILITY RELOCATIONS RELATED TO THE IMMOKALEE WATER & SEWER DISTRICT ("IWSD") TIGER GRANT AREA 4 RELOCATION PROJECT (PROJECT NO. 33563) – ALLOWING FOR DELAYS RELATED TO THE COMPLETION OF SIDEWALK INSTALLATION WORK

Item #16B14

DRAFT

AWARD INVITATION TO BID (“ITB”) NO. 24-8292, “COLLIER COUNTY - 2024 PARK SHORE RENOURISHMENT,” TO EARTH TECH ENTERPRISES, INC., IN THE AMOUNT OF $3,563,530, APPROVE OWNER’S ALLOWANCE OF $254,000, AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED AGREEMENT, APPROVE THE ATTACHED BUDGET AMENDMENTS, AND MAKE A FINDING THAT THIS ITEM PROMOTES TOURISM. (PROJECT NO. 90067)

Item #16B15
RESOLUTION 2024-236 (5310); RESOLUTION 2024-237 (5311); AND RESOLUTION 2024-238 (5339): RESOLUTIONS APPROVING AND AUTHORIZING THE SUBMITTAL OF FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310, RURAL 5311, AND RURAL 5339 FY2025/2026 GRANT APPLICATIONS AND APPLICABLE DOCUMENTS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) THROUGH FDOT TRANSCIP TO SUPPORT TRANSIT OPERATIONS AND SYSTEM CAPITAL IMPROVEMENTS; WITH A TOTAL ANTICIPATED FISCAL IMPACT OF $4,025,368 WITH A FEDERAL SHARE OF $2,547,094, STATE SHARE OF $293,697 AND LOCAL MATCH OF $1,184,577 SUPPORTED BY GENERAL FUND (0001) ANNUAL TRANSFER; AND APPROVE NECESSARY BUDGET AMENDMENTS

Item #16B16

A MODIFICATION TO THE FOREST PARK PUBLIC WALKWAY PEDESTRIAN PATH AGREEMENT BETWEEN COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE

FOREST PARK MASTER PROPERTY OWNER'S ASSOCIATION TO ALLOW FOR THE GATE TO BE SECURED DURING CERTAIN DAYS AND TIMES – AS DETAILED IN EXECUTIVE SUMMARY

Item #16B17

RESOLUTION 2024-239: A PUBLIC HEARING TO CONSIDER VACATING A PORTION OF THE 80-FOOT-WIDE TRAIL BOULEVARD ABUTTING LOTS 25-30, BLOCK A, PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LOCATED APPROXIMATELY 200 FEET NORTH OF PINE RIDGE ROAD (C.R. 896), ABUTTING THE EAST SIDE OF U.S. 41, TAMIAMI TRAIL NORTH, IN SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA. (PL20240002006)

Item #16C1

BOARD OF COUNTY COMMISSIONERS, AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT (CCWSD), RATIFY ADMINISTRATIVELY APPROVED CHANGE ORDER NO. 3, ADDING 30 DAYS TO AGREEMENT NO. 23-8187, WITH POWERSERVE TECHNOLOGIES, INC., FOR THE "33 LIFT STATION PANELS REPLACEMENT" PROJECT, AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED CHANGE ORDER (PROJECT NO. 50280) – CHANGING THE COMPLETION DATE TO DECEMBER 27, 2024

Item #16C2

THE BOARD OF COUNTY COMMISSIONERS, AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT (CCWSD), APPROVE AGREEMENT NO. 24-055-NS, “SL-RAT ACOUSTIC INSPECTION EQUIPMENT, SL-DOG SOFTWARE, PARTS AND SERVICES,” WITH INFOSENSE INC., UNDER A SOLE SOURCE WAIVER, APPROVE EXPENDITURES OF UP TO $200,000 PER EACH FISCAL YEAR FOR THE DURATION OF THE FIVE-YEAR TERM OF THE AGREEMENT, AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED AGREEMENT

Item #16C3

THE BOARD OF COUNTY COMMISSIONERS, AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT (CCWSD), APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM CONTRACT MODIFICATION NUMBER FIVE TO CONTRACT #H0419 FOR FIFTY-THREE (53) PORTABLE GENERATORS TO EXTEND THE PERIOD OF PERFORMANCE – EXTENDING THE PERIOD OF PERFORMANCE TO DECEMBER31, 2025

Item #16C4

THE BOARD OF COUNTY COMMISSIONERS, AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT (THE "CCWSD"), APPROVE THE

DRAFT

SELECTION COMMITTEE'S RANKING AND AUTHORIZE STAFF TO BEGIN CONTRACT NEGOTIATIONS WITH THE TOP-RANKED FIRM, WSP USA INC., RELATED TO REQUEST FOR PROFESSIONAL SERVICES ("RPS") NO. 24-8274 FOR "SITE PLANNING AND DESIGN SERVICES FOR THE COLLIER COUNTY WATER RECLAMATION LABORATORY," SO STAFF CAN BRING A PROPOSED AGREEMENT BACK FOR THE BOARD'S CONSIDERATION AT A FUTURE MEETING

Item #16C5

THE BOARD OF COUNTY COMMISSIONERS, AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT (CCWSD), AWARD INVITATION TO BID ("ITB") NO. 24-8242, "LANDSCAPING MAINTENANCE FOR PUBLIC UTILITIES FACILITIES" TO A&M PROPERTY MAINTENANCE, LLC, DUVAL LANDSCAPE MAINTENANCE, LLC, GROUND ZERO LANDSCAPING SERVICES, INC., MAINSCAPE, INC., AND SUPERIOR LANDSCAPING & LAWN SERVICE INC., AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED SERVICE AGREEMENTS

Item #16C6

RESOLUTION 2024-240: A RESOLUTION REMOVING UNCOLLECTIBLE ACCOUNTS RECEIVABLE AND THEIR RESPECTIVE BALANCES FROM THE FINANCIAL RECORDS OF COLLIER COUNTY PUBLIC UTILITIES DEPARTMENT IN THE AMOUNT OF $11,947.02

Item #16C7

DRAFT

THE BOARD OF COUNTY COMMISSIONERS, AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT (CCWSD), AWARD REQUEST FOR QUOTE UNDER AGREEMENT NO. 20-7800, THE "REHABILITATION OF PUMP STATION 309.23" CONSTRUCTION PROJECT TO DOUGLAS N. HIGGINS, INC., IN THE AMOUNT OF $752,043, APPROVE AN OWNER'S ALLOWANCE OF $80,000, AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED PURCHASE ORDER. (PROJECT NUMBER 70141)

Item #16C8

THE BOARD OF COUNTY COMMISSIONERS, AS EX-OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT (CCWSD), AWARD INVITATION TO BID NO. 24-8266, "NRO WELLS 117N AND 119N IMPROVEMENTS" TO DOUGLAS N. HIGGINS, INC., IN THE AMOUNT OF $2,562,533, APPROVE AN OWNER'S ALLOWANCE OF $150,000, AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED AGREEMENT. (PROJECT NUMBER 70085)

Item #16D1

RESOLUTION 2024-241: THE REMOVAL OF UNCOLLECTIBLE ACCOUNTS RECEIVABLES IN THE AMOUNT OF $38,423.55 FROM THE FINANCIAL RECORDS OF THE LIBRARY DIVISION IN ACCORDANCE WITH RESOLUTION NO. 2006-252, DETERMINE THAT

DRAFT

ADJUSTMENT IS IN THE BEST INTEREST OF THE COUNTY, AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE ATTACHED RESOLUTION

Item #16D2

A BUDGET AMENDMENT TO RECOGNIZE CARRY FORWARD INTEREST EARNED, IN THE AMOUNT OF $3,920.53, FOR THE PERIOD OF MAY 2024 THRU AUGUST 2024. THE INTEREST WAS EARNED ON ADVANCED LIBRARY FUNDING RECEIVED FROM THE FLORIDA DEPARTMENT OF STATE TO SUPPORT LIBRARY SERVICES FOR THE USE OF COLLIER COUNTY RESIDENTS. (PUBLIC SERVICE MATCH FUND 1840)

Item #16D3

APPROPRIATE THREE (3) RESTRICTED DONATIONS FROM THE FRIENDS OF THE LIBRARY OF COLLIER COUNTY, INC., TO THE COLLIER COUNTY PUBLIC LIBRARY, TOTALING $33,970.75 TO PROVIDE FUNDING FOR LIBRARY PROGRAMS AND PROJECTS, AND TO AUTHORIZE THE NECESSARY BUDGET AMENDMENTS – FOR THE MAIL-A-BOOK PROGRAM, SUMMER READING PROGRAM AND GENERAL LIBRARY PROGRAM SUPPLIES

Item #16D4

THE CHAIRMAN TO SIGN 29 MORTGAGE SATISFACTIONS FOR THE STATE HOUSING INITIATIVES PARTNERSHIP LOAN PROGRAM IN THE TOTAL AMOUNT OF $196,300.00 AND TO AUTHORIZE THE ASSOCIATED BUDGET AMENDMENT TO

APPROPRIATE REPAYMENT AMOUNT TOTALING $18,000.00. (SHIP GRANT FUND 1053) – AS DETAILED IN THE EXECUTIVE SUMMARY

Item #16D5

THE CHAIRMAN TO SIGN A STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COLLIER COUNTY AND MHP COLLIER LTD TO FURTHER AFFORDABLE HOUSING INITIATIVES THROUGH A $767,980.80 IMPACT FEE LOAN FOR NEW CONSTRUCTION OF RENTAL HOUSING UNITS AT THE EKOS ALLEGRO DEVELOPMENT AND AUTHORIZE THE COUNTY MANAGER OR DESIGNEE TO EXECUTE ANY AND ALL SHIP-RELATED SUBORDINATION AGREEMENTS FOR THIS PROPERTY IN ACCORDANCE WITH THE MOU. (SHIP GRANT FUND 1053)

Item #16D6

A BUDGET AMENDMENT TO RECOGNIZE $105,112.14 IN PROGRAM INCOME FROM OVERNIGHT AND INVESTMENT INTEREST FOR THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FISCAL YEAR 2024-2025 (SHIP GRANT FUND 1053)

Item #16D7

THE CHAIRMAN TO SIGN THIRTY (30) MORTGAGE SATISFACTIONS FOR THE STATE HOUSING INITIATIVES PARTNERSHIP LOAN PROGRAM IN THE AMOUNT OF

DRAFT

$107,500.00 (SHIP GRANT FUND 1053)

Item #16D8

THE CHAIRMAN TO SIGN TWENTY-SEVEN (27) RELEASES OF LIEN IN THE AMOUNT OF $164,240.46 FOR PROPERTIES THAT HAVE REMAINED AFFORDABLE FOR THE REQUIRED 15-YEAR PERIOD SET FORTH IN THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) IMPACT FEE PROGRAM DEFERRAL AGREEMENTS

Item #16D9

THE CHAIRMAN TO SIGN A LANDLORD PAYMENT AGREEMENT WITH MARY BIDDLE FOR THE PROVISION OF MEDIUM-TERM RENTAL ASSISTANCE UNDER THE RAPID RE-HOUSING AND HOMELESSNESS PREVENTION PROGRAM FUNDED BY THE EMERGENCY SOLUTIONS AND RAPID UNSHELTERED SURVIVOR HOUSING GRANT PROGRAMS

Item #16D10

RESOLUTION 2024-242: THE SUBMISSION OF THE COLLIER COUNTY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAM YEAR 2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT PROGRAMS AS REQUIRED; APPROVE THE CONSOLIDATED ANNUAL PERFORMANCE AND

EVALUATION REPORT RESOLUTION; AND AUTHORIZE THE CHAIRMAN TO CERTIFY THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

Item #16D11

THE CHAIRMAN TO SIGN THE SECOND AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN COLLIER COUNTY AND COLLIER COUNTY COMMUNITY REDEVELOPMENT AGENCY (IMMOKALEE) TO AMEND COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT #CD22-03 TO EXTEND THE PERIOD OF PERFORMANCE AND REDUCE THE FUNDING BY $61,000 TO $189,000 (HOUSING GRANT FUND 1835)

Item #16D12

AN AFTER THE FACT GRANT APPLICATION SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE CONTINUUM OF CARE BUILDS FUNDING OPPORTUNITY NUMBER FR-6800-N-25A IN PARTNERSHIP WITH SWFL REGIONAL COALITION TO END HOMELESSNESS VIA GRANTS.GOV FOR AN ESTIMATED AMOUNT OF $5,000,000 WITH AN ESTIMATED REQUIRED MATCH OBLIGATION FROM THE COUNTY OF $125,000 (HOUSING GRANTS FUND 1835 AND HOUSING MATCH FUND 1836)

Item #16D13

AN AFTER-THE-FACT SECOND AMENDMENT TO THE FY24

OLDER AMERICANS ACT TITLE III AGREEMENT #OAA 203.24.02 BETWEEN THE AREA AGENCY ON AGING OF SOUTHWEST FLORIDA, INC., AND COLLIER COUNTY IN THE AMOUNT OF $218,034.18 AND AUTHORIZE THE NECESSARY BUDGET AMENDMENTS (HUMAN SERVICES GRANT FUND 1837)

Item #16D14

AFTER-THE-FACT EMERGENCY HOME ENERGY ASSISTANCE PROGRAM AMENDMENT NINE BETWEEN THE AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA INC., AND COLLIER COUNTY SERVICES FOR SENIORS EMERGENCY HOME ENERGY ASSISTANCE PROGRAM FY24 TO REVISE ATTACHMENT II EXHIBIT 8-FUNDING SUMMARY (2024-2025); REPLACE ATTACHMENT IX-BUDGET SUMMARY (2024-2025); AND REDUCE THE ADMINISTRATION BUDGET BY ($1,918.13) BRINGING THE TOTAL AWARD TO $327,000.60. (HUMAN SERVICES GRANT FUND 1837)

Item #16D15

THE CHAIRMAN TO SIGN THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN COLLIER COUNTY AND THE FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORICAL RESOURCES FOR THE RESTORATION OF THE HISTORIC COTTAGES AT MAR-GOOD HARBOR PARK TO EXTEND THE PERIOD OF PERFORMANCE FROM DECEMBER 31, 2024, UNTIL JUNE 30, 2025. (PUBLIC SERVICE GRANT FUND 1839 AND PUBLIC SERVICE MATCH FUND 1840) – EXTENDING THE PERFORMANCE PERIOD TO JUNE 30, 2025

DRAFT

Item #16D16

THE CHAIRPERSON TO APPROVE A PURCHASE AGREEMENT WITH DAVID LAWRENCE MENTAL HEALTH CENTER IN THE AMOUNT OF $2,184,690.00 TO UTILIZE FLORIDA OPIOID SETTLEMENT FUNDS TO PROVIDE OUTREACH SERVICES, INCREASE THE UTILIZATION OF MEDICATION ASSISTED TREATMENT, SUPPORT CRISIS STABILIZATION, DETOXIFICATION INPATIENT SERVICES AND RESIDENTIAL TREATMENT BEDS AND FACILITATE A CENTRALIZED CALL CENTER

Item #16D17

AN ASSUMPTION AGREEMENT ASSIGNING ALL RIGHTS, DUTIES, BENEFITS, AND OBLIGATIONS TO VERSATERM PUBLIC SAFETY US, INC., CONCERNING COLLIER COUNTY AGREEMENT NO. 20-7783, "MENTAL HEALTH DATA COLLABORATIVE" – FROM JUSTICETRAX, INC. TO VERSATERM

Item #16D18

THE CHAIRMAN TO SIGN THE FY 21-24 CRIMINAL JUSTICE MENTAL HEALTH SUBSTANCE ABUSE REINVESTMENT FINAL PROGRAM AND FINANCIAL REPORTS AND AUTHORIZE STAFF TO SUBMIT TO THE DEPARTMENT OF CHILDREN AND FAMILIES

Item #16E1

DRAFT

TWO ASSUMPTION AGREEMENTS ASSIGNING ALL RIGHTS, DUTIES, BENEFITS, AND OBLIGATIONS TO J & K AUTO PARTS, INC., D/B/A NAPA AUTO PARTS OF FORT MYERS, FL, CONCERNING COLLIER COUNTY AGREEMENT NO. 19-7584, "OEM & AFTERMARKET PARTS FOR FLEET" AND COLLIER COUNTY AGREEMENT NO. 23-8110, "FILTERS FOR FLEET VEHICLES & EQUIPMENT"

Item #16E2

THE ADMINISTRATIVE REPORT PREPARED BY THE PROCUREMENT SERVICES DIVISION FOR THE DISPOSAL OF PROPERTY THAT IS NO LONGER VIABLE AND REMOVE CAPITAL ASSETS FROM THE COUNTY'S CAPITAL ASSETS RECORDS – CURRENTLY THERE ARE 306 CAPITAL ASSETS

Item #16E3

THE PURCHASE OF GROUP LIFE INSURANCE, ACCIDENTAL DEATH INSURANCE, LONG TERM DISABILITY INSURANCE, AND SHORT-TERM DISABILITY CLAIMS AND FAMILY MEDICAL LEAVE ACT ADMINISTRATION SERVICES, COLLECTIVELY REFERRED TO AS AGREEMENT NO. 25-004-NS, FROM LINCOLN NATIONAL LIFE INSURANCE COMPANY (LINCOLN) FOR THREE YEARS EFFECTIVE JANUARY 1, 2025, IN THE ESTIMATED ANNUAL AMOUNT OF $1,201,486

Item #16F1

AN AMENDMENT TO AN INTERLOCAL AGREEMENT FOR

USE OF TABLET COMMAND SOFTWARE BETWEEN NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT, CITY OF MARCO ISLAND, CITY OF NAPLES, GREATER NAPLES FIRE RESCUE DISTRICT AND IMMOKALEE FIRE CONTROL DISTRICT, ADDING THE COUNTY AS A PARTY TO THE AGREEMENT

Item #16F2

RESOLUTION 2024-243: A RESOLUTION APPROVING AMENDMENTS (APPROPRIATING GRANTS, DONATIONS, CONTRIBUTIONS, OR INSURANCE PROCEEDS) TO THE FISCAL YEAR 2024-25 ADOPTED BUDGET. (THE BUDGET AMENDMENTS IN THE ATTACHED RESOLUTION HAVE BEEN REVIEWED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS VIA SEPARATE EXECUTIVE SUMMARIES)

Item #16F3

A BUDGET AMENDMENT OF $125,000 FOR HURRICANE MILTON DRAINAGE, BEACH, AND DUNE CONTINUED RELATED CLEANUP EXPENSES WITHIN THE PELICAN BAY SERVICES DIVISION MUNICIPAL SERVICES TAXING & BENEFIT UNIT

Item #16F4

A BUDGET AMENDMENT TO RECOGNIZE CARRYFORWARD FOR ACCRUED INTEREST, IN THE AMOUNT OF $2,341.96, FROM JULY 1, 2024, THROUGH SEPTEMBER 30, 2024,

DRAFT

EARNED BY EMS COUNTY GRANT TO SUPPORT THE PURCHASE OF MEDICAL AND RESCUE EQUIPMENT

Item #16F5

THE USE OF TOURIST DEVELOPMENT TAX FUNDING, IN AN AMOUNT NOT TO EXCEED $103,800, FOR A SPORTS COMPLEX EXPANSION & TOURISM IMPACT STUDY FOR THE FUTURE PHASES OF THE PARADISE COAST SPORTS COMPLEX TO BE CONDUCTED BY HUNDEN PARTNERS UTILIZING A SINGLE SOURCE WAIVER, AND MAKE A FINDING THAT THIS EXPENDITURE PROMOTES TOURISM

Item #16F6

SEVENTH AMENDMENT TO THE FACILITIES MANAGEMENT AGREEMENT 21-7898 WITH SPORTS FACILITIES MANAGEMENT, LLC TO (1) PROVIDE FOR A THREE YEAR EXTENSION TO NOVEMBER 2029; (2) PROVIDE A BASE MANAGEMENT FEE OF $21,000 PER MONTH COMMENCING OCTOBER 1, 2024; (3) ELIMINATE THE DEFERRED MANAGEMENT INCENTIVE FEE PAID ON THE FIRST $504,000 OF NET OPERATING INCOME AND ADJUST THE TIER RANGES; (4) ALLOW FOR PROPORTIONATE ADJUSTMENTS TO THE PERCENTAGE OF REVENUE FOR COST OF GOODS SOLD IN THE OPERATING BUDGET, NOT EXCEEDING 45%; AND (5) PROVIDE FOR A $250,000 DEPOSIT TO THE OPERATING ACCOUNT AS A WORKING CASH FLOW RESERVE TO MINIMIZE THE ADVANCE OF OPERATING FUNDS BY THE MANAGER; AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT; AND AUTHORIZE ALL NECESSARY

BUDGET AMENDMENTS – EXTENDING THE CONTRACT AND MOVING THE EXPIRATION TO NOVEMBER 2029

Item #16F7

THE EXPENDITURE OF TOURISM DEVELOPMENT TAX (TDT) PROMOTION FUNDS TO SUPPORT THE UPCOMING 2025 TOURNAMENT SUCCESS GROUP EVENTS UP TO $18,000 AND MAKE A FINDING THAT THESE EXPENDITURES PROMOTE TOURISM

Item #16F8

AN "AFTER-THE-FACT" REQUEST FOR PUBLIC ASSISTANCE TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR REIMBURSEMENT OF EXPENSES INCURRED DURING HURRICANE HELENE AND HURRICANE MILTON AND AUTHORIZE THE COUNTY MANAGER TO EXECUTE THE SUBSEQUENT FUNDING AGREEMENTS

Item #16F9

RATIFY ADMINISTRATIVELY APPROVED CHANGE ORDER NO. 3, ADDING 5 DAYS AND REDUCING THE CONTRACT AMOUNT BY $18,585.94, USING $1,951.90 OF THE OWNER'S ALLOWANCE FROM PURCHASE ORDER NO. 4500230889 UNDER AGREEMENT NO. 23-8182 WITH KELLY BROTHERS, INC., FOR THE "CAXAMBAS PARK AND BOAT RAMP REHABILITATION PROJECT," AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED CHANGE ORDER. (PROJECT NO. 50280)

Item #16F10

CHANGE ORDER NO. 5, ADDING 53 DAYS AND $569,342.70 TO THE CONTRACT AMOUNT FOR WORK DIRECTIVE #5 UNDER AGREEMENT NO. 23-8147 (PURCHASE ORDER NO. 4500229425) WITH QUALITY ENTERPRISES USA, INC., FOR THE "BIG CORKSCREW ISLAND REGIONAL PARK PHASE 2A ACCESS ROAD," AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED CHANGE ORDER. (PROJECT NO. 70194)

Item #16F11

CHANGE ORDER NO. 1, ADDING 90 DAYS TO THE PROJECT TIME AND UTILIZING $28,683.56 OF THE OWNER'S ALLOWANCE FOR PURCHASE ORDER NO. 4500230829 UNDER AGREEMENT NO. 19-7525 WITH CAPITAL CONTRACTORS, LLC FOR REPAIRS TO FIVE HISTORIC STRUCTURES AT THE COLLIER COUNTY MUSEUM AT THE GOVERNMENT CENTER, AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED CHANGE ORDER. (PROJECT NO. 50510)

Item #16F12

CHANGE ORDER NO. 12, ADDING FIVE DAYS TO THE SUBSTANTIAL COMPLETION DATE AND RECONCILE THE CALCULATION ERRORS FROM CHANGE ORDER NO. 10 INCREASING THE OWNER'S ALLOWANCE BY $20.41 FOR PURCHASE ORDER NO. 4500229878, UNDER AGREEMENT NO. 21-7883-ST WITH O-A-K/FLORIDA, INC., D/B/A OWEN-

AMES-KIMBALL COMPANY, FOR THE MAIN CAMPUS UPGRADES, AND AUTHORIZE THE CHAIRMAN TO SIGN THE ATTACHED CHANGE ORDERS (PROJECT NO. 50214)

Item #16G1

THE BOARD OF COUNTY COMMISSIONERS, (THE "BOARD"), ACTING AS THE AIRPORT AUTHORITY, MAKE THE SECOND AWARD FOR SOLICITATION NO. 23-8080 "IMMOKALEE REGIONAL AIRPORT HANGAR/COMMERCIAL AERONAUTICAL DEVELOPMENT- PARCELS A & E," AND AUTHORIZE ITS CHAIRMAN TO EXECUTE THE ATTACHED LAND LEASE AGREEMENT WITH GLOBAL FLIGHT TRAINING SOLUTIONS, INC., FOR HANGAR DEVELOPMENT

Item #16G2

RESOLUTION 2024-244: THE BOARD OF COUNTY COMMISSIONERS, ACTING AS THE AIRPORT AUTHORITY, ADOPTS THE ATTACHED RESOLUTION APPROVING THE PROPOSED RATE SCHEDULES FOR THE EVERGLADES AIRPARK, IMMOKALEE REGIONAL AIRPORT AND MARCO ISLAND EXECUTIVE AIRPORT FOR 2025

Item #16J1

TO RECORD IN THE MINUTES OF THE BOARD OF COUNTY COMMISSIONERS, THE CHECK NUMBER (OR OTHER PAYMENT METHOD), AMOUNT, PAYEE, AND PURPOSE FOR WHICH THE REFERENCED DISBURSEMENTS IN THE AMOUNT OF $43,941,040.92 WERE DRAWN FOR THE

PERIODS BETWEEN OCTOBER 31, 2024, AND NOVEMBER 13, 2024, PURSUANT TO FLORIDA STATUTE 136.06

Item #16J2

THE BOARD APPROVE AND DETERMINE VALID PUBLIC PURPOSE FOR INVOICES PAYABLE AND PURCHASING CARD TRANSACTIONS AS OF NOVEMBER 20, 2024

Item #16J3

TO RECORD IN THE MINUTES OF THE BOARD OF COUNTY COMMISSIONERS, THE CHECK NUMBER (OR OTHER PAYMENT METHOD), AMOUNT, PAYEE, AND PURPOSE FOR WHICH THE REFERENCED DISBURSEMENTS IN THE AMOUNT OF $52,034,632.67 WERE DRAWN FOR THE PERIODS BETWEEN NOVEMBER 14, 2024, AND NOVEMBER 27, 2024, PURSUANT TO FLORIDA STATUTE 136.06

Item #16J4

THE BOARD APPROVE AND DETERMINE VALID PUBLIC PURPOSE FOR INVOICES PAYABLE AND PURCHASING CARD TRANSACTIONS AS OF DECEMBER 4, 2024

Item #16J5

THE BOARD REGARDING THE INVESTMENT OF COUNTY FUNDS AS OF THE QUARTER ENDED SEPTEMBER 30, 2024

Item #16J6

DRAFT

A BUDGET AMENDMENT IN THE AMOUNT OF $365,000 TO REALIGN EXISTING CAPITAL PROJECT FUNDING WITHIN COUNTY-WIDE CAPITAL PROJECT FUND (3001) FROM GOVERNMENT OPERATIONS BUSINESS PARK PROJECT NO. 70167 TO CCSO PHONE PROJECT NO. 50322 FOR THE UPGRADE AND EXPANSION OF TELECOMMUNICATION SYSTEM FOR LAW ENFORCEMENT PERSONNEL

Item #16J7

THE CLERK'S REPORT INDICATING THAT $516.30 OF INTEREST WAS PAID PURSUANT TO FLORIDA STATUTE 218.78 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Item #16J8

THE EXECUTION OF A BUDGET AMENDMENT TO INCREASE CURRENT FUNDING FOR THE COLLIER COUNTY SHERIFF'S GENERAL FUND (LAW ENFORCEMENT) IN THE AMOUNT OF $1.5M IN ORDER TO COVER OVERTIME, THE BENEFITS ON OVERTIME, AND OPERATING EXPENSES RELATED TO HURRICANE MILTON

Item #16J9

THE USE OF $5,000 FROM THE CONFISCATED TRUST FUNDS TO SUPPORT THE LAW ENFORCEMENT AGAINST DRUGS (L.E.A.D) PROGRAM

Item #16K1

RESOLUTION 2024-245: THE BOARD OF COUNTY COMMISSIONERS ADOPT A RESOLUTION OF NO OBJECTION TO THE ENACTMENT OF A BILL BY THE FLORIDA LEGISLATURE CREATING AN INDEPENDENT SPECIAL DISTRICT UNDER CHAPTER 189, FLORIDA STATUTES, TO BE KNOWN AS THE CORKSCREW GROVE STEWARDSHIP DISTRICT

Item #16K2

RESOLUTION 2024-246: REAPPOINTING TIMOTHY MOSHIER TO THE OCHOPEE FIRE DISTRICT ADVISORY COMMITTEE – REPRESENTING THE CITY OF EVERGLADES WITH HIS TERM TO EXPIRE IN 2 YEARS

Item #16K3

A STIPULATED FINAL JUDGMENT IN THE AMOUNT OF $44,300 PLUS $8,217 IN STATUTORY ATTORNEY FEES AND COSTS FOR THE TAKING OF PARCEL 1236FEE REQUIRED FOR THE VANDERBILT BEACH ROAD EXTENSION PROJECT NO. 60168

Item #16K4

RESOLUTION 2024-247: APPOINTING PAUL THEIN TO THE IMMOKALEE LOCAL REDEVELOPMENT ADVISORY BOARD – WITH TERM EXPIRING ON APRIL 4, 2028

Item #16K5

DRAFT

RESOLUTION 2024-248: APPOINTING 5 MEMBERS TO THE DEVELOPMENT SERVICES ADVISORY COMMITTEE – APPOINTING NICHOLAS KOULOHERAS AND REAPPOINTING JEREMY STERK, ROBERT MCLEAN, ROBERT MULHERE AND WILLIAM VARIAN ALL WITH TERM TO EXPIRE ON DECEMBER 14, 2028

Item #16K6

RESOLUTION 2024-249: APPOINT THREE MEMBERS TO THE GOLDEN GATE COMMUNITY CENTER ADVISORY BOARD – APPOINTING CONSTANCE BETTINGER W/TERM EXPIRING ON DECEMBER 31, 2026, AND REAPPOINTING LIZETTE HOMAR-RAMOS AND KAYDEE TUFF W/TERMS EXPIRING ON DECEMBER 31, 2027

Item #16K7

RESOLUTION 2024-250: APPOINTING JIMMY NIEVES AND RECLASSIFY CHERRYLE THOMAS TO A RESIDENT CATEGORY ON THE IMMOKALEE BEAUTIFICATION ADVISORY COMMITTEE – CHERRYLE THOMAS WILL NOW BE THE RESIDENT REPRESENTATIVE AND JIMMY NIEVES WILL BE THE CHAMBER OF COMMERCE REPRESENTATIVE W/TERM EXPIRING ON SEPTEMBER 23, 2026

Item #16K8 – Moved to Item #12C (Per Agenda Change Sheet)

Item #16K9

RESOLUTION 2024-251: REAPPOINT WILLIAM SJOSTROM TO THE VANDERBILT BEACH BEAUTIFICATION MSTU ADVISORY COMMITTEE – REAPPOINTING WILLIAM SJOSTROM W/TERM EXPIRING ON NOVEMBER 13, 2028

Item #16K10

RESOLUTION 2024-252: THE HOUSING FINANCE AUTHORITY OF COLLIER COUNTY FOR APPROVAL OF A RESOLUTION APPROVING A PLAN OF FINANCING INVOLVING THE ISSUANCE BY THE AUTHORITY OF SINGLE-FAMILY MORTGAGE REVENUE BONDS IN AN AMOUNT NOT TO EXCEED $50 MILLION OR, IN THE ALTERNATIVE, TO USE VOLUME CAP ALLOCATION FOR MORTGAGE CREDIT CERTIFICATE PROGRAMS OR FOR MULTIFAMILY HOUSING FOR PERSONS OF LOW OR MODERATE INCOME - AS DETAILED IN THE EXECUTIVE SUMMARY

Item #16K11

RESOLUTION 2024-253: THE COLLIER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY FOR APPROVAL OF A RESOLUTION AUTHORIZING THE AUTHORITY TO ISSUE REVENUE BONDS TO BE USED TO FINANCE THE CONSTRUCTION OF EXPANSIONS AND IMPROVEMENTS TO ROYAL PALM ACADEMY

Item #16K12 – Moved to Item #12B (Per Agenda Change Sheet)

Item #16L1

DRAFT

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NAPLES AND THE BOARD OF COUNTY COMMISSIONERS, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, TO UPGRADE WATER LINES IN THE CRA AREA 1 (BECCA, PINE, AND WEEKS). LOCATED IN THE BAYSHORE GATEWAY TRIANGLE COMMUNITY REDEVELOPMENT AREA – IMPROVING WATER LINES ON BECCA, PINE AND WEEKS

Item #16L2

THE BOARD OF COUNTY COMMISSIONERS (BCC), ACTING AS THE BCC AND IN ITS CAPACITY AS THE COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZE STAFF TO PAY ELECTRIC INVOICES FOR STREET LIGHTING IN IMMOKALEE

Item #16L3

THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS (BCC) ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVE A SECOND AMENDMENT TO AGREEMENT CD22-03 TO INCORPORATE PHASE I LANGUAGE, ADD ADDITIONAL TIME TO THE PERIOD OF PERFORMANCE, AND REDUCE THE FEDERAL FUNDING AMOUNT TO SUPPORT THE REDUCTION IN ACTIVITIES FOR SAID AGREEMENT BETWEEN COLLIER COUNTY AND COLLIER COUNTY COMMUNITY REDEVELOPMENT AGENCY (IMMOKALEE) FOR FY 2024/2025 HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), AND

DRAFT

AUTHORIZE THE CHAIRMAN OF THE CRA TO SIGN THE SECOND AMENDMENT

Item #16L4

THE BOARD OF COUNTY COMMISSIONERS, ACTING IN ITS CAPACITY AS THE COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVE AN AGREEMENT FOR SALE AND PURCHASE TO ACQUIRE A PROPERTY LOCATED AT 2695 FRANCIS AVENUE IN CONNECTION WITH A STORMWATER PROJECT IN THE GATEWAY TRIANGLE NEIGHBORHOOD OF THE BAYSHORE GATEWAY TRIANGLE COMMUNITY REDEVELOPMENT AREA AT A COST NOT TO EXCEED $1,356,100 – FOR FOLIO #61834200002

Item #17A

ORDINANCE 2024-49: THE COLLIER COUNTY GROWTH MANAGEMENT PLAN, SPECIFICALLY AMENDING THE FUTURE LAND USE ELEMENT AND FUTURE LAND USE MAP SERIES BY ADDING THE PALM RIVER CORPORATE HOUSING RESIDENTIAL SUBDISTRICT TO THE URBAN MIXED-USE DISTRICT TO ALLOW UP TO 41 MULTI-FAMILY RENTAL DWELLING UNITS OR 41 TRANSITIONAL CORPORATE HOUSING RENTAL DWELLING UNITS. THE SUBJECT PROPERTY IS LOCATED ON THE EAST SIDE OF PALM RIVER BOULEVARD AT VIKING WAY, IN SECTION 23, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, CONSISTING OF 2.06± ACRES; AND FURTHERMORE, DIRECTING TRANSMITTAL OF THE ADOPTED AMENDMENT TO THE FLORIDA DEPARTMENT OF

DRAFT

ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE [GMPA-PL20230011318] (COMPANION TO ITEMS #17B AND #17C)

Item #17B

ORDINANCE 2024-50: AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL MULTI-FAMILY-16 (RMF-16) TO THE PALM RIVER CORPORATE HOUSING RPUD TO ALLOW UP TO 41 MULTI-FAMILY RENTAL DWELLING UNITS OR 41 TRANSITIONAL CORPORATE HOUSING RENTAL DWELLING UNITS ON 2.06 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF PALM RIVER BOULEVARD AT VIKING WAY, IN SECTION 23, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA. (COMPANION TO ITEMS #17A AND #17C)

Item #17C

THE CHAIRMAN TO EXECUTE A UTILITIES QUITCLAIM DEED AND TERMINATION OF UTILITY EASEMENT, QUITCLAIMING AND TERMINATING THE UTILITY FACILITIES AND APPURTENANT EASEMENTS ORIGINALLY CONVEYED TO THE COUNTY BY THOSE INSTRUMENTS RECORDED IN OFFICIAL RECORD BOOK 1395, PAGE 2290, AND OFFICIAL RECORD BOOK 1395, PAGE 2287, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND LOCATED APPROXIMATELY 420-FEET NORTH OF PALM VIEW DRIVE, LYING EASTERLY AND ADJACENT TO PALM RIVER BLVD. IN SECTION 23, TOWNSHIP 48 SOUTH, RANGE

DRAFT

25 EAST, COLLIER COUNTY, FLORIDA. [VAC-PL20240002369] (COMPANION TO ITEMS #17A AND #17B)

Item #17D

RESOLUTION 2024-254: PETITION VAC-PL20220004451 AND ADOPT A RESOLUTION TO DISCLAIM, RENOUNCE, AND VACATE THE COUNTY AND THE PUBLIC INTEREST IN A 60' X 391' PORTION OF HICKORY WOOD DRIVE, DEPICTED AS A 60-FOOT RIGHT OF WAY EASEMENT LABELED 5TH. AVE. N.W. BETWEEN LOTS 11 AND 12, GOLDEN GATE ESTATES, UNIT NO. 95, AS RECORDED IN PLAT BOOK 9, PAGE 45, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LOCATED APPROXIMATELY ONE-HALF MILE SOUTH OF VANDERBILT BEACH ROAD, IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND TO ACCEPT PETITIONER'S GRANT OF ADDITIONAL RIGHT-OF-WAY TO REPLACE THE VACATED ROAD EASEMENT

Item #17E

RESOLUTION 2024-255: A RESOLUTION APPROVING AMENDMENTS (APPROPRIATING CARRY FORWARD, TRANSFERS AND SUPPLEMENTAL REVENUE) TO THE FISCAL YEAR 2024-25 ADOPTED BUDGET. (THE BUDGET AMENDMENTS IN THE ATTACHED RESOLUTION HAVE BEEN REVIEWED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS VIA SEPARATE EXECUTIVE SUMMARIES)

DRAFT

There being no further business for the good of the County, the meeting was adjourned by order of the Chair at 6:38 p.m.

` BOARD OF COUNTY COMMISSIONERS
BOARD OF ZONING APPEALS/EX
OFFICIO GOVERNING BOARD(S) OF
SPECIAL DISTRICTS UNDER ITS CONTROL

_____
CHRIS HALL, CHAIRMAN

ATTEST
CRYSTAL K. KINZEL, CLERK

_____

These minutes approved by the Board on _____,
as presented _____ or as corrected _____.

TRANSCRIPT PREPARED ON BEHALF OF FORT MYERS COURT REPORTING BY TERRI L. LEWIS, REGISTERED PROFESSIONAL COURT REPORTER, FPR-C, AND NOTARY PUBLIC.

DRAFT

PROCLAMATION

WHEREAS, on the steps of the Lincoln Memorial, Rev. Dr. Martin Luther King Jr. spoke passionately of his dream of an America where all citizens would be judged by the content of their character and not by the color of their skin; where all Americans would enjoy the riches of freedom and the security of justice; where the doors of opportunity would be open for all; and

WHEREAS, the celebration of Dr. King's birthday is intended as a time for all Americans to reaffirm their commitment to the basic principles that underlie our Declaration of Independence and our Constitution . . . equality and justice for all; and

WHEREAS, on Monday, January 20, 2025, all people of Collier County will remember Dr. King's dream and renew our commitment to bringing forth positive change throughout our nation; and

WHEREAS, the Collier County Branch of the NAACP will help us all to remember Dr. King's dream by presenting the 28th Annual Rev. Dr. Martin Luther King, Jr. Day of Service, themed "We Must Accept Finite Disappointment, But Never Lose Infinite Hope: Dr. King's Legacy of Inclusion and Diversity."

NOW THEREFORE, be it proclaimed by the Board of County Commissioners of Collier County, Florida, that Monday, January 20, 2025, be designated as, a day to remember and celebrate

Rev. Dr. Martin Luther King Jr.'s Dream Day

DONE AND ORDERED THIS 14TH Day of January 2025.

Board of County Commissioners
Collier County, Florida

_____
Burt L. Saunders, Chairman

PROCLAMATION

WHEREAS, Trinity Life Foundation, Incorporated – Naples, Florida, is a 501(3) charitable organization, was founded on the principle of making a difference for at-risk youth in Collier County; and

WHEREAS, Trinity Life Foundation acts as a provider between the Juvenile Justice System and local agencies who provide support systems for at-risk children in our community; and

WHEREAS, Collier County honors Rev. Dr. Martin Luther King Jr. Day, the established national holiday in his recognition on the third Monday of January to commemorate the life and achievement of the influential American civil rights leader; and

WHEREAS, Trinity Life Foundation established the Rev. Dr. Martin Luther King Jr. Prayer Breakfast in 2020, the first recognized event of such in Collier County, in further celebration of the works of Rev. Dr. Martin Luther King Jr.; and

WHEREAS, the sixth annual celebration, January 17, 2025, themed, "Bend Towards Justice," commemorates the Rev. Dr. Martin Luther King Jr. Prayer Breakfast as a premier annual event. The proceeds of which will go towards supporting the mission of Trinity Life Foundation; and

WHEREAS, Collier County wishes to congratulate Trinity Life Foundation on its sixth year of recognizing the efforts and advancements of Rev. Dr. Martin Luther King Jr.;

NOW, THEREFORE, be it proclaimed by the Board of County Commissioners of Collier County, Florida, that January 17, 2025, be designated as

Rev. Dr. Martin Luther King Jr. Prayer Breakfast Day

DONE AND ORDERED THIS 14TH DAY OF JANUARY 2025.

Board of County Commissioners
Collier County, Florida

_____
Burt L. Saunders, Chairman

PROCLAMATION

WHEREAS, all men, women, and children residing in the United States of America, both U.S. and foreign born, have the right to individual freedom; and

WHEREAS, human trafficking is a form of modern-day slavery in which individuals experience forced labor, including but not limited to sexual exploitation by traffickers; and

WHEREAS, second only to the illegal drug trade, human trafficking is among the most lucrative crimes worldwide, and Florida has been documented as one of the largest hubs for U.S. human trafficking; and

WHEREAS, the United States Congress passed a resolution declaring that January be recognized as the national month of human trafficking prevention;

NOW THEREFORE, be it proclaimed by the Board of County Commissioners of Collier County, Florida, that January 2025 be designated as

HUMAN TRAFFICKING PREVENTION MONTH IN COLLIER COUNTY

DONE AND ORDERED THIS 14th Day of January 2025.

Board of County Commissioners
Collier County, Florida

_____

Burt L. Saunders, Chairman

Executive Summary

Recommendation to adopt an Ordinance amending the Collier County Land Development Code to establish provisions for Permanent Mobile Food Dispensing Vehicles. (First of two hearings)

OBJECTIVE: To conduct the first of two hearings on a Land Development Code (LDC) amendment that establishes provisions for Permanent Mobile Food Dispensing Vehicles (MFDVs).

CONSIDERATIONS: On April 15, 2021, staff received a request for an Official Interpretation of the LDC regarding whether a food truck park is an authorized use in the Commercial Convenience District (C-2), Commercial Intermediate District (C-3), or within any commercial component of a Planned Unit Development (PUD). Staff issued an Official Interpretation (see Attachment 2) and noted that while the Commercial and Industrial zoning districts did not specifically designate food truck parks as a permitted use, the Comparable Use Determination process was established to identify similar uses in a zoning district where a proposed, unlisted use is comparable and compatible to an existing use or uses in the same zoning district. In the Official Interpretation, staff cited Hearing Examiner (HEX) Decision No. 2016-37, which established that food truck parks were comparable and compatible to restaurant use, and used this decision to determine that food trucks should be allowed in all zoning districts where restaurants are permitted. However, FCC Beach & Yacht, LLC appealed the Official Interpretation and the associated Site Development Plan that approved a food truck park on C-3-zoned property located on the Isle of Capri. Grider Revocable Living Trust filed an additional appeal of the Official Interpretation, seeking to clarify that the Official Interpretation was not site-specific.

On October 12, 2021, the Board of County Commissioners (Board) voted to accept, without comment, the four motions filed by Grider Revocable Living Trust and to hear the three aforementioned appeals as items under the Board of Zoning Appeals (BZA). During the hearing, staff opined that the allowance of food truck parks is not site-specific and should include all C-2- and C-3-zoned properties countywide. However, the BZA voted in favor of the two appeals made by FCC Beach & Yacht, LLC and determined that a food truck park is not a permitted use in the C-3 (see Attachment 3) and denied the Site Development Plan (SDP) (see Attachment 4). The BZA also denied the appeal by Grider Revocable Living Trust (see Attachment 5). The BZA was concerned about the impact a food truck park would have on the surrounding residential neighborhoods, particularly the issues of noise (outdoor amplified music) and alcohol consumption occurring at a bar/dance stage area (entertainment), such as at Celebration Park Food Truck Park. Staff was directed to develop a Land Development Code (LDC) amendment supporting the Conditional Use process with respect to food trucks (see Attachment 6).

Because this LDC amendment includes a proposed change to the list of actual permitted and conditional uses of land within a zoning category, LDC section 10.03.06 K requires two Board hearings, with at least one hearing held after 5:00 p.m. on a weekday. On January 23, 2024, staff brought forward a consent agenda item, requesting direction from the Board to waive the nighttime hearing requirement and to instead hold two regularly scheduled daytime hearings and advertise an Ordinance that would amend the LDC. The Board moved the item from the consent agenda to the regular agenda and discussed the item, unanimously voting to waive the nighttime hearing requirement (see Attachment 6). Additionally, the Board directed staff to add a provision to the LDC amendment requiring Board direction on whether the Board or the Hearing Examiner (HEX) would hear a Food Truck Park Conditional Use petition and whether the public hearing would occur during the day, on a case-by-case basis. The proposed provision at the time was as follows:

> G. Procedures for Food Truck Parks Requiring Conditional Use Approval. Prior to advertising the Conditional Use hearing, the Board shall first decide whether the BZA or the HEX will hear the matter and whether the hearing will be during the day.

The Board's first daytime public hearing occurred on February 27, 2024, when it was discussed as an advertised public hearing. Instead of voting to approve the Ordinance, the Board directed staff to rewrite the LDC amendment, and it was staff's understanding that Conditional Use approval would be required for all food trucks but that temporary use permits would also be available to operators for up to 28 days per calendar year (see Attachment 7).

On September 24, 2024, the Board approved the request staff brought forward as a consent agenda item, requesting direction to waive the nighttime hearing requirement, hold two regularly scheduled daytime hearings, and advertise an

Ordinance amending the LDC.

The noteworthy provisions of the proposed Ordinance (see Attachment 1) for food trucks are summarized as follows:

1. Creating new definitions, including a permanent Mobile Food Dispensing Vehicle (MFDV). Permanent MFDVs are not transient in nature and do not stop temporarily at a given location.

2. MFDVs will be permitted by right in the Industrial District (I) and Public Use District (P), provided there are no alcohol sales and/or amplified sound providing outdoor entertainment. If there are alcohol sales and/or amplified sound providing outdoor entertainment, then Conditional Use approval will be necessary. Conditional Use applications require a Neighborhood Information Meeting (NIM) and a public hearing, typically with the Hearing Examiner.

3. MFDVs will require Conditional Use approval in the I and P Districts if they offer alcohol sales and/or amplified sound for outdoor entertainment.

4. MFDVs will require Conditional Use approval in the Commercial Intermediate District (C-3), General Commercial District (C-4), Heavy Commercial District (C-5), and Business Park District (BP).

5. MFDVs will require Conditional Use approval if they are accessory to a regional park, such as North Collier Regional Park.

6. MFDVs are not permitted in a Planned Unit Development (PUD) unless the PUD specifically lists them as a permissible use. Adding a use to a PUD constitutes a PUD amendment, which requires a NIM, a public hearing with the Collier County Planning Commission (CCPC), and two public hearings with the Board, including a supermajority vote for approval.

7. Creating a minimum off-street parking requirement for permanent MFDVs.

8. Creating new development standards (e.g., maximum intensity, trash receptacle, appropriate on-site locations, hours of operation, etc.) for all permanent MFDVs, which shall be shown on a site development plan (SDP). All MFDVs operating in connection with a temporary use permit or temporary event are exempt from this section.

While not explicitly stated within the proposed Ordinance, it should be noted that if adopted, MFDVs will be allowed in connection with temporary use permits and special events, and these types of applications may administratively permit MFDVs on a site for up to 28 calendar days per year, regardless of the zoning district. In addition, Florida Statutes Section 509.102(2), which preempts local law, allows MFDVs to operate on the same premises as and by a separately licensed public food establishment, regardless of zoning district. Finally, staff recognizes the draft ordinance defines permanent MFDVs as those which are not transient in nature or do not stop temporarily at a given location. To offer guidance as to what constitutes transient and temporary, as contemplated, if an operator of an MFDV has consent from the property owner, the operator would be allowed to conduct business on-site for no more than two hours (excluding set up and break down time) without being subject to the proposed Ordinance. This policy for MFDVs shall be independent of any duration used in the administration of roadside stands, which are provided for in Chapter 26, Article I, Sec. 26-1 of the Collier County Code of Laws and Ordinances.

Accompanying this LDC amendment is a companion Resolution amending the Collier County Administrative Code for Land Development, which will be presented as a companion item on the consent agenda when this LDC amendment is heard at the second public hearing.

CCPC Recommendation: An earlier iteration of this LDC amendment was reviewed by the Collier County Planning Commission (CCPC) on Thursday, December 7, 2023, at 5:05 p.m. The CCPC unanimously recommended approval of this LDC amendment with the following changes requested by the Greater Naples Fire Rescue District:

1. In LDC section 5.05.16 D.3.e., include “fire lanes and access roads.”

2. In LDC section 5.05.16. F.1., require connections to propane to occur "with breakaway connections."

There were no members of the public in opposition.

DSAC RECOMMENDATION: An earlier iteration of this LDC amendment was reviewed by the Development Services Advisory Committee (DSAC) on November 1, 2023. The DSAC recommended approval, contingent upon the following changes:

1. In LDC section 5.05.16 D.2, a wall may be higher than 6 feet. Reword the statement "… unless there is at least an intervening 6-foot tall concrete or masonry wall" to read "…unless there is a concrete or masonry wall at least six feet in height."

2. In LDC section 5.06.16 F.2, replace the word " pads" with " designated areas."

3. Stipulate the amendment shall only apply to new food truck parks after the date of the adoption of the Ordinance. With the advice of the CAO, staff has determined this stipulation is unnecessary and that prior approved Food Truck Parks and site plans with MFDVs shall be nonconforming per LDC section 9.03.00.

4. Staff shall review text in LDC section 2.03.06 with the County Attorney's Office prior to the Planning Commission meeting to see if there is an opportunity for MFVD and Food Truck Parks to be a permissible use in commercial PUD districts or make a cross-reference to similar uses. After meeting with the CAO, LDC subsections 5.05.16 E.1. and E.3. have been revised to require a comparable use determination for PUD districts and similar uses.

The Land Development Review Subcommittee of the Development Services Advisory Committee (DSAC) reviewed an earlier iteration of this LDC amendment on October 17, 2023. The Subcommittee recommended approval, contingent upon using the term "full cutoff" as opposed to "fully shielded" as it relates to the use of outdoor lighting fixtures.

FISCAL IMPACT: The costs associated with processing and advertising the proposed LDC amendment are estimated at $2,016. Funds have been allocated within the Unincorporated Area General Fund (1011) and the Comprehensive Planning Cost Center (138317).

GROWTH MANAGEMENT IMPACT: No growth management impact is associated wtih this action.

LEGAL CONSIDERATIONS: This item is approved as to form and legality. An affirmative vote of four is needed for Board approval. -DDP

RECOMMENDATIONS: To adopt the proposed Ordinance amending the Collier County Land Development Code to establish provisions for permanent Mobile Food Dispensing Vehicles (MFDVs).

PREPARED BY: Eric Johnson, Manager - Planning

ATTACHMENTS:
1. Attachment 1 - Proposed Ordinance (11-14-2024)
2. Attachment 2 - Official Interpretation
3. Attachment 3 - Resolution 2021-216
4. Attachment 4 - Resolution 2021-217
5. Attachment 5 - Resolution 2021-218
6. Attachment 6 - 1-23-2024 BCC Meeting Minutes (pgs. 89-105)
7. Attachment 7 - 2-27-2024 BCC Meeting Minutes (pgs. 139-152)
8. Public Letter
9. legal ad - agenda ID 24-1081 - 1st hearing Food Truck Parks LDCAPL20220006373

10. Business Impact Estimate - agenda ID 24-1081 - Mobile Food Truck LDCA PL20220006373

ORDINANCE NO. 2024 – ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING ORDINANCE NUMBER 04-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH INCLUDES THE COMPREHENSIVE LAND REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, TO ALLOW PERMANENT MOBILE FOOD DISPENSING VEHICLES WITH NO ALCOHOL SALES AND/OR AMPLIFIED SOUND PROVIDING OUTDOOR ENTERTAINMENT AS PERMITTED BY RIGHT WHEN LISTED AS A PERMISSIBLE USE IN A PLANNED UNIT DEVELOPMENT OR WHERE LOCATED IN THE INDUSTRIAL DISTRICT (I) OR PUBLIC USE DISTRICT (P), AND AS A CONDITIONAL USE IN THE COMMERCIAL INTERMEDIATE DISTRICT (C-3), GENERAL COMMERCIAL DISTRICT (C-4), HEAVY COMMERCIAL DISTRICT (C-5), AND BUSINESS PARK DISTRICT (BP), IN THE INDUSTRIAL DISTRICT (I) AND PUBLIC USE DISTRICT (P) WITH ALCOHOL SALES AND/OR AMPLIFIED SOUND PROVIDING OUTDOOR ENTERTAINMENT, AND WHEN ACCESSORY TO A REGIONAL PARK, AND ESTABLISHING REGULATIONS FOR PERMANENT MOBILE FOOD DISPENSING VEHICLES, BY PROVIDING FOR: SECTION ONE, RECITALS; SECTION TWO, FINDINGS OF FACT; SECTION THREE, ADOPTION OF AMENDMENTS TO THE LAND DEVELOPMENT CODE, MORE SPECIFICALLY AMENDING THE FOLLOWING: CHAPTER ONE – GENERAL PROVISIONS, INCLUDING SECTION 1.08.02 DEFINITIONS; CHAPTER TWO – ZONING DISTRICTS AND USES, INCLUDING SECTION 2.01.03 ESSENTIAL SERVICES, SECTION 2.03.03 COMMERCIAL ZONING DISTRICTS, SECTION 2.03.04 INDUSTRIAL ZONING DISTRICTS, SECTION 2.03.05 CIVIC AND INSTITUTIONAL ZONING DISTRICTS, AND SECTION 2.03.06 PLANNED UNIT DEVELOPMENT DISTRICTS; CHAPTER FOUR – SITE DESIGN AND DEVELOPMENT STANDARDS, INCLUDING SECTION 4.05.04 PARKING SPACE REQUIREMENTS; AND CHAPTER FIVE – SUPPLEMENTAL STANDARDS, BY ADDING A NEW SECTION 5.05.16 MOBILE FOOD DISPENSING VEHICLES, PERMANENT; SECTION FOUR, CONFLICT AND SEVERABILITY; SECTION FIVE, INCLUSION IN THE COLLIER COUNTY LAND DEVELOPMENT CODE; AND SECTION SIX, EFFECTIVE DATE. [PL20220006373]

Recitals

WHEREAS, on October 30, 1991, the Collier County Board of County Commissioners adopted Ordinance No. 91-102, the Collier County Land Development Code (hereinafter LDC), which was subsequently amended; and

WHEREAS, the Collier County Board of County Commissioners (Board) on June 22, 2004, adopted Ordinance No. 04-41, which repealed and superseded Ordinance No. 91-102, as amended, the Collier County Land Development Code, which had an effective date of October 18, 2004; and

Words ~~struck through~~ are deleted, words underlined are added.

WHEREAS, on March 18, 1997, the Board adopted Resolution 97-177 establishing local requirements and procedures for amending the LDC; and

WHEREAS, all requirements of Resolution 97-177 have been met; and

WHEREAS, the Collier County Planning Commission, sitting as the land planning agency, did hold an advertised public hearing on December 7, 2023, and reviewed the proposed amendments for consistency with the Comprehensive Plan and did recommend approval; and

WHEREAS, the Board of County Commissioners, in a manner prescribed by law, did hold an advertised public hearing on February 27, 2024, and did take action concerning these amendments to the LDC; and

WHEREAS, the subject amendments to the LDC are hereby determined by this Board to be consistent with and to implement the Collier County Growth Management Plan as required by Subsections 163.3194 (1) and 163.3202 (1), Florida Statutes; and

WHEREAS, this ordinance is adopted in compliance with and pursuant to the Community Planning Act (F.S. § 163.3161 *et seq.*), and F.S. § 125.01(1)(t) and (1)(w); and

WHEREAS, this ordinance is adopted pursuant to the constitutional and home rule powers of Fla. Const. Art. VIII, § 1(g); and

WHEREAS, all applicable substantive and procedural requirements of the law have otherwise been met.

NOW, THEREFORE BE IT ORDAINED by the Board of County Commissioners of Collier County, Florida, that:

SECTION ONE: RECITALS

The foregoing Recitals are true and correct and incorporated by reference herein as if fully set forth.

SECTION TWO: FINDINGS OF FACT

The Board of Commissioners of Collier County, Florida, hereby makes the following findings of fact:

1. Collier County, pursuant to § 163.3161, *et seq.,* F.S., the Florida Community Planning Act (herein after the "Act"), is required to prepare and adopt a comprehensive plan.

2. After adoption of the Comprehensive Plan, the Act and in particular § 163.3202(1). F.S., mandates that Collier County adopt land development regulations that are consistent with and implement the adopted comprehensive plan.

3. Section 163.3201, F.S., provides that it is the intent of the Act that the adoption and enforcement by Collier County of land development regulations for the total unincorporated area shall be based on, be related to, and be a means of implementation for, the adopted comprehensive plan.

4. Section 163.3194(1)(b), F.S., requires that all land development regulations enacted or amended by Collier County be consistent with the adopted comprehensive plan, or element or portion thereof, and any land regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent.

5. Section 163.3202(3), F.S., states that the Act shall be construed to encourage the use of innovative land development regulations.

6. On January 10, 1989, Collier County adopted the Collier County Growth Management Plan (hereinafter the "Growth Management Plan" or "GMP") as its comprehensive plan pursuant to the requirements of § 163.3161 *et seq.,* F.S.

7. Section 163.3194(1)(a), F.S., mandates that after a comprehensive plan, or element or portion thereof, has been adopted in conformity with the Act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such comprehensive plan or element shall be consistent with such comprehensive plan or element as adopted.

8. Pursuant to § 163.3194(3)(a), F.S., a development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development are compatible with, and further the objectives, policies, land uses, densities, or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

9. Section 163.3194(3)(b), F.S., states that a development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of development are compatible with, and further the objectives, policies, land uses, densities, or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

10. On October 30, 1991, Collier County adopted the Collier County Land Development Code, which became effective on November 13, 1991. The Land Development Code adopted in Ordinance 91-102 was recodified and superseded by Ordinance 04-41.

11. Collier County finds that the Land Development Code is intended and necessary to preserve and enhance the present advantages that exist in Collier County; to encourage the

most appropriate use of land, water and resources consistent with the public interest; to overcome present handicaps; and to deal effectively with future problems that may result from the use and development of land within the total unincorporated area of Collier County and it is intended that this Land Development Code preserve, promote, protect and improve the public health, safety, comfort, good order, appearance, convenience and general welfare of Collier County; to prevent the overcrowding of land and avoid the undue concentration of population; to facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing and other requirements and services; to conserve, develop, utilize and protect natural resources within the jurisdiction of Collier County; to protect human, environmental, social and economic resources; and to maintain through orderly growth and development, the character and stability of present and future land uses and development in Collier County.

12. It is the intent of the Board of County Commissioners of Collier County to implement the Land Development Code in accordance with the provisions of the Collier County Comprehensive Plan, Chapter 125, Fla. Stat., and Chapter 163, Fla. Stat., and through these amendments to the Code.

SECTION THREE: ADOPTION OF AMENDMENTS TO THE LAND DEVELOPMENT CODE

* * * * * * * * * * * * *

SUBSECTION 3.A. AMENDMENTS TO SECTION 1.08.02 DEFINITIONS

Section 1.08.02 Definitions, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

Section 1.08.02 Definitions

* * * * * * * * * * * * *

Flowway: A natural or manmade swath of land, varying in width and length, providing for the conveyance of water, primarily sheet flow, during seasonally wet periods, generally from north to south, and providing beneficial wildlife habitat and aquifer recharge.

Food truck: A type of mobile food dispensing vehicle. See mobile food dispensing vehicle definition.

* * * * * * * * * * * * *

Mixed use project approval process: A process by which a land owner may petition for approval of a mixed use project — a mix of commercial and residential uses, as provided for in certain zoning overlay districts. If located within certain subdistricts in the Bayshore Zoning

Overlay District or the Gateway Triangle Zoning Overlay District, such a petition may include a request for increased density by use of density bonus pool units.

Mobile food dispensing vehicle (MFDV): Any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including but not limited to gas, water, electricity, or liquid waste disposal, sometimes referred to as a food truck or trailer or food cart licensed by the State of Florida.

Mobile food dispensing vehicle (MFDV), permanent, or permanent mobile food dispensing vehicle (permanent MFDV): An MFDV that is not transient in nature or does not stop temporarily at a given location. Permanent MFDVs are subject to LDC section 5.05.16.

* * * * * * * * * * * * *

SUBSECTION 3.B. AMENDMENTS TO SECTION 2.01.03 ESSENTIAL SERVICES

Section 2.01.03 Essential Services, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

2.01.03 Essential Services

* * * * * * * * * * * * *

G. Conditional uses. The following uses require approval pursuant to LDC section 10.08.00 conditional uses:

* * * * * * * * * * * * *

3. Additional conditional uses in residential, and estate zoned districts, and in RFMU receiving and neutral lands. In residential, agricultural, and estate zoned districts and in RFMU Receiving and neutral lands, in addition to those essential services identified as conditional uses in LDC section 2.01.03 G.1. above, the following essential services shall also be allowed as conditional uses:

   a. Regional parks, including accessory permanent mobile food dispensing vehicles, and community parks;

   b. Public parks and public library facilities;

   c. Safety service facilities;

   d. Other similar facilities, except as otherwise specified herein.

* * * * * * * * * * * * *

SUBSECTION 3.C. AMENDMENTS TO SECTION 2.03.03 COMMERCIAL ZONING DISTRICTS

Section 2.03.03 Commercial Zoning Districts, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

Section 2.03.03 Commercial Zoning Districts

* * * * * * * * * * * * *

C. Commercial Intermediate District (C-3). The purpose and intent of the commercial intermediate district (C-3) is to provide for a wider variety of goods and services intended for areas expected to receive a higher degree of automobile traffic. The type and variety of goods and services are those that provide an opportunity for comparison shopping, have a trade area consisting of several neighborhoods, and are preferably located at the intersection of two-arterial level streets. Most activity centers meet this standard. This district is also intended to allow all of the uses permitted in the C-1 and C-2 zoning districts typically aggregated in planned shopping centers. This district is not intended to permit wholesaling type of uses, or land uses that have associated with them the need for outdoor storage of equipment and merchandise. A mixed-use project containing a residential component is permitted in this district subject to the criteria established herein. The C-3 district is permitted in accordance with the locational criteria for commercial and the goals, objectives, and policies as identified in the future land use element of the Collier County GMP. The maximum density permissible in the C-3 district and the urban mixed use land use designation shall be guided, in part, by the density rating system contained in the future land use element of the Collier County GMP. The maximum density permissible or permitted in the C-3 district shall not exceed the density permissible under the density rating system.

1. The following uses, as identified with a number from the Standard Industrial Classification Manual (1987), or as otherwise provided for within this section are permissible by right, or as accessory or conditional uses within the commercial intermediate district (C-3).

a. **Permitted uses**.

* * * * * * * * * * * * *

c. **Conditional uses**. The following uses are permissible as conditional uses in the commercial intermediate district (C-3), subject to the standards and procedures established in LDC sections 4.02.02 and 10.08.00.

* * * * * * * * * * * * *

17. Mixed residential and commercial uses, subject to design criteria contained in section 4.02.38 except where superseded by the following criteria:

18. Mobile food dispensing vehicle(s), permanent, subject to LDC section 5.05.16.

~~*18.*~~*19.* Motion picture theaters, (7832 - except drive-in).

[Renumber remainder of list]

* * * * * * * * * * * * *

Words ~~struck through~~ are deleted, words underlined are added.

CAO

D. General Commercial District (C-4). The general commercial district (C-4) is intended to provide for those types of land uses that attract large segments of the population at the same time by virtue of scale, coupled with the type of activity. The purpose and intent of the C-4 district is to provide the opportunity for the most diverse types of commercial activities delivering goods and services, including entertainment and recreational attractions, at a larger scale than the C-1 through C-3 districts. As such, all of the uses permitted in the C-1 through C-3 districts are also permitted in the C-4 district. The outside storage of merchandise and equipment is prohibited, except to the extent that it is associated with the commercial activity conducted on-site such as, but not limited to, automobile sales, marine vessels, and the renting and leasing of equipment. Activity centers are suitable locations for the uses permitted by the C-4 district because most activity centers are located at the intersection of arterial roads. Therefore, the uses in the C-4 district can most be sustained by the transportation network of major roads. The C-4 district is permitted in accordance with the locational criteria for uses and the goals, objectives, and policies as identified in the future land use element of the Collier County GMP. The maximum density permissible or permitted in a district shall not exceed the density permissible under the density rating system.

1. The following uses, as defined with a number from the Standard Industrial Classification Manual (1987), or as otherwise provided for within this section are permissible by right, or as accessory or conditional uses within the general commercial district (C-4).

a. ***Permitted uses.***

* * * * * * * * * * * * *

c. ***Conditional uses.*** The following uses are permissible as conditional uses in the general commercial district (C-4), subject to the standards and procedures established in LDC section 10.08.00.

* * * * * * * * * * * * *

17. Local and suburban transit (groups 4111—4121, bus stop and van pool stop only).

18. Mobile food dispensing vehicle(s), permanent, subject to LDC section 5.05.16.

~~*18.*~~*19.* Motion picture theaters, drive-in (7833).

[Renumber remainder of list]

* * * * * * * * * * * *

E. Heavy Commercial District (C-5). In addition to the uses provided in the C-4 zoning district, the heavy commercial district (C-5) allows a range of more intensive commercial uses and services which are generally those uses that tend to utilize outdoor space in the conduct of the business. The C-5 district permits heavy

Words ~~struck through~~ are deleted, words underlined are added.

commercial services such as full-service automotive repair, and establishments primarily engaged in construction and specialized trade activities such as contractor offices, plumbing, heating and air conditioning services, and similar uses that typically have a need to store construction-_associated equipment and supplies within an enclosed structure or have showrooms displaying the building material for which they specialize. Outdoor storage yards are permitted with the requirement that such yards are completely enclosed or opaquely screened. The C-5 district is permitted in accordance with the locational criteria for uses and the goals, objectives, and policies as identified in the future land use element of the Collier County GMP.

1. The following uses, as identified with a number from the Standard Industrial Classification Manual (1987), or as otherwise provided for within this section are permissible by right, or as accessory or conditional uses within the heavy commercial district (C-5).

a. **Permitted uses**.

* * * * * * * * * * * * *

c. **Conditional uses**. The following uses are permissible as conditional uses in the heavy commercial district (C-5), subject to the standards and procedures established in LDC section 10.08.00.

* * * * * * * * * * * * *

12. Local and suburban passenger transportation (4131—4173).

13. Mobile food dispensing vehicle(s), permanent, subject to LDC section 5.05.16.

~~*13.*~~*14.* Motion picture theaters, drive-in (7833).

[Renumber remainder of list]

* * * * * * * * * * * * *

SUBSECTION 3.D. AMENDMENTS TO SECTION 2.03.04 INDUSTRIAL ZONING DISTRICTS

Section 2.03.04 Industrial Zoning Districts, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

2.03.04 Industrial Zoning Districts

A. Industrial District (I). The purpose and intent of the industrial district (I) is to provide lands for manufacturing, processing, storage and warehousing, wholesaling, and distribution. Service and commercial activities that are related to manufacturing, processing, storage and warehousing, wholesaling, and distribution activities, as well as commercial uses relating to automotive repair and heavy equipment sales and repair are also permissible in the I district. The I district corresponds to and implements the industrial land use designation on the future land use map of the Collier County GMP.

1. The following uses, as identified within the Standard Industrial Classification Manual (1987), or as otherwise provided for within this section, are permitted as a right, or as accessory or conditional uses within the industrial district (I).

a. **Permitted uses**.

1. Agricultural services (0711, except that chemical treatment of soil for crops, fertilizer application for crops and lime spreading for crops shall be a minimum of 500 feet from a residential zoning district, 0721, except that aerial dusting and spraying, disease control for crops, spraying crops, dusting crops, and insect control for crops, with or without fertilizing, shall be a minimum of 500 feet from a residential zoning district. 0722-0724, 0761, 0782, 0783).

* * * * * * * * * * * * *

34. Miscellaneous services (8999).

35. Mobile food dispensing vehicle(s), permanent, with no alcohol sales and/or amplified sound providing outdoor entertainment, subject to LDC section 5.05.16.

35~~5~~*6.* Motor freight transportation and warehousing (4212, 4213—4225, 4226 except oil and gas storage, and petroleum and chemical bulk stations).

[Renumber remainder of list]

c. **Conditional uses**. The following uses are permitted as conditional uses in the industrial district (I), subject to the standards and procedures established in LDC section 10.08.00.

* * * * * * * * * * * * *

10. Lumber and wood products (2411, 2421, 2429).

11. Mobile food dispensing vehicle(s), permanent, with alcohol sales and/or amplified sound providing outdoor entertainment, subject to LDC section 5.05.16.

~~*11.*~~*12*. Motor freight transportation and warehousing (4226, oil and gas storage, and petroleum and chemical bulk stations, but not located within 500 feet of a residential zoning district).

[Renumber remainder of list]

* * * * * * * * * * * * *

Words ~~struck through~~ are deleted, words underlined are added.

B. Business Park District (BP). The purpose and intent of the business park district (BP) is to provide a mix of industrial uses, corporate headquarters offices and business/professional offices which complement each other and provide convenience services for the employees within the district; and to attract businesses that create high value-added jobs. It is intended that the BP district be designed in an attractive park-like environment, with low structural density and large landscaped areas for both the functional use of buffering and enjoyment by the employees of the BP district. The BP district is permitted by the urban mixed use, urban commercial, and urban-industrial districts of the future land use element of the Collier County GMP.

1. The following uses, as identified within the latest edition of the Standard Industrial Classification Manual, or as otherwise provided for within this section, are permitted as of right, or as uses accessory to permitted primary or secondary uses, or are conditional uses within the business park district.

a. *Permitted primary uses.* One hundred percent of the total business park district acreage is allowed to be developed with the following uses:

* * * * * * * * * * * * *

d. **Conditional uses**:

1. Ancillary plants.

2. Mobile food dispensing vehicle(s), permanent, subject to LDC section 5.05.16.

~~2.~~*3.* Vehicle racing - applicable to the Immokalee Regional Airport only.

* * * * * * * * * * * * *

SUBSECTION 3.E. AMENDMENTS TO SECTION 2.03.05 CIVIC AND INSTITUTIONAL ZONING DISTRICTS

Section 2.03.05 Civic and Institutional Zoning Districts, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

2.03.05 Civic and Institutional Zoning Districts

A. Public Use District (P). The purpose and intent of public use district (P) is to accommodate only local, state and federally owned or leased and operated government facilities that provide essential public services. The P district is intended to facilitate the coordination of urban services and land uses while minimizing the potential disruption of the uses of nearby properties.

1. Any public facilities that lawfully existed prior to the effective date of this Code and that are not zoned for public use district (P) are determined to be conforming with these zoning regulations.

Words ~~struck through~~ are deleted, words underlined are added.

2. Any future expansion of these public facilities on lands previously reserved for their use shall be required to meet the regulations in effect for the zoning district in which the public facility is located.
3. Government-owned properties rented or leased to nongovernmental entities for purposes not related to providing governmental services or support functions to a primary civic or public institutional use shall not be zoned for the public use district (P), but rather, shall be zoned or rezoned according to the use types or the use characteristics which predominate.
4. The following uses are permitted as of right, or as accessory or conditional uses, in the public use district (P).

a. **Permitted uses**.

* * * * * * * * * * * * *

9. Libraries.

10. Mobile food dispensing vehicle(s), permanent, with no alcohol and/or amplified sound providing outdoor entertainment, subject to LDC section 5.05.16.

~~10.~~11. Museums.

[Renumber remainder of list]

c. **Conditional uses**. The following uses are permissible as conditional uses in the public use district (P), subject to the standards and procedures established in LDC section 10.08.00:

* * * * * * * * * * * * *

9. Mental health and rehabilitative facilities, not for profit.

10. Mobile food dispensing vehicle(s), permanent, with alcohol and/or amplified sound providing outdoor entertainment, subject to LDC section 5.05.16.

11~~10~~. Resource recovery plants.

[Renumber remainder of list]

* * * * * * * * * * * * *

SUBSECTION 3.F. AMENDMENTS TO SECTION 2.03.06 PLANNED UNIT DEVELOPMENT DISTRICTS

Section 2.03.06 Planned Unit Development Districts, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

Section 2.03.06 Planned Unit Development Districts

* * * * * * * * * * * * *

I. Mobile food dispensing vehicle(s) (MFDV), permanent is not an allowed use in a PUD unless the PUD specifically lists it as a permissible use.

* * * * * * * * * * * * *

SUBSECTION 3.G. AMENDMENTS TO SECTION 4.05.04 PARKING SPACE REQUIREMENTS

Section 4.05.04 Parking Space Requirements, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

4.05.04 Parking Space Requirements

* * * * * * * * * * * * *

G. Spaces required.

Table 17. Parking Space Requirements.

* * * * * * * * * * * * *

Medical/dental office or clinic (outpatient care facility)	1 per 200 square feet
Mobile food dispensing vehicle(s), permanent and subject to LDC section 5.05.16.	3 per mobile food dispensing vehicle and 1 per 4 outdoor seats.
Motel	12 per 10 guestrooms (this includes the required parking for the motel office and all accessory recreational facilities designed primarily for motel guests). Where accessory uses are designed primarily for motel guests, they shall be computed as follows: 67 percent of normal requirements for restaurants, 1 per 350 square feet for other retail uses, 1 per 100 square feet for meeting rooms, ballrooms and convention rooms and 1 per 75 square feet for lounges, bars and nightclubs.

* * * * * * * * * * * * *

SUBSECTION 3.H. AMENDMENT TO ADD NEW SECTION 5.05.16 MOBILE FOOD DISPENSING VEHICLES, PERMANENT

Section 5.05.16 Mobile Food Dispensing Vehicles and Food Truck Parks, is hereby added to the Collier County Land Development Code to read as follows:

Words ~~struck through~~ are deleted, words underlined are added.

5.05.16 Mobile Food Dispensing Vehicles, Permanent

A. Purpose and intent. The purpose and intent of these regulations are to establish the allowable operation, proper placement, and permitting for permanent mobile food dispensing vehicles (permanent MFDVs).

B. Applicability. This section shall be applicable to all permanent MFDVs.

C. Exemptions. MFDVs operating in connection with a temporary use permit or temporary event in accordance with LDC section 5.04.01 and LDC section 5.04.05, respectively, shall not be subject to this section.

D. Requirements and standards for all permanent MFDVs.

1. Each MFDV shall operate from within a designated area constructed of material in conformance with LDC section 4.05.02 B.1., shown on the site development plan.

2. A maximum of five MFDV designated areas shall be permitted for each acre of a parcel.

3. One trash receptacle is required for each MFDV.

4. To reduce the potential impact on abutting residential uses, MFDVs shall not operate a generator within 20 feet of a property developed with a residential use, unless there is a concrete or masonry wall at least six feet in height.

5. No MFDV or MFDV designated area shall be placed upon or operate from any of the following:

   a. Required yards, open space, preserves, landscape buffers, or within conservation or drainage easements;

   b. Required parking spaces;

   c. Public or private road rights-of-way or access easements; or

   d. In such a manner as to block accessways, walkways, driveways, loading zones, fire lanes, access roads, or otherwise interfere with vehicular or pedestrian circulation.

6. All MFDV operators and patrons shall have access to on-site, non-portable restrooms.

7. Any MFDV that is operated on the same premises as and by a separately licensed public food establishment may operate during the same hours of operation as the separately licensed public food establishment that operates such MFDV, as permitted by F.S. Section 509.102(2). However, the MFDV shall require Conditional Use approval if the intent is to operate before or after the posted hours of operation of the separately licensed public food establishment.

Words ~~struck through~~ are deleted, words underlined are added.

CAO

* * * * * * * * * * * * *

SECTION FOUR: CONFLICT AND SEVERABILITY

In the event that any provisions of this ordinance should result in an unresolved conflict with the provisions of the Land Development Code (LDC) or Growth Management Plan (GMP), the applicable provisions of the LDC or GMP shall prevail. In the event this Ordinance conflicts with any other Ordinance of Collier County or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION FIVE: INCLUSION IN THE COLLIER COUNTY LAND DEVELOPMENT CODE

The provisions of this Ordinance shall become and be made a part of the Land Development Code of Collier County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

SECTION SIX: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida, this _____ day of _____ 2024.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

DDP
11/19/24

04-CMD-01077/____ (__/__/__)
22-LDS-00230/262 (__/__/__)

Words ~~struck through~~ are deleted, words underlined are added.

CAO

August 4, 2021

D. Wayne Arnold
Q. Grady Minor & Associates
3800 Via Del Ray
Bonita Springs, FL 34134

RE: INTP-2021-PL-0943, FOOD TRUCKS AS PERMITTED USES IN THE C-2 AND C-3 ZONING DISTICT, OFFICIAL INTERPRETATION REQUEST

Dear Mr. Arnold:

Pursuant to Land Development Code (LDC) Section 1.06.01.D, the Planning and Zoning Director has been requested to render an official interpretation of the Collier County Land Development Code (LDC), for FCC Beach & Yacht, LLC, PL20210000943. The official interpretation responds to the below request:

The applicant seeks to confirm that a "Food Truck Park", "Food Truck Court", or "Mobile Food Vending Park", is not a permitted use in the C-2 and C-3 Zoning Districts, or within any commercial component of a Planned Unit Development (PUD), unless the specific use of a "Food Truck Park", "Food Truck Court", or "Mobile Food Vending Site" (hereinafter collectively referred to as "Food Truck Park") is identified as a permitted use within the commercial zoning district or commercial component of a PUD.

This interpretation also seeks to confirm that a "Food Truck Park", may not be deemed a permitted use within the C-2 and C-3 Zoning Districts, or any commercial component of a PUD. The interpretation seeks to confirm that the LDC must be amended to allow Food Truck Parks as an allowed use assuming the Board of County Commissioners agrees such a use should be allowed.

Response

The uses provided for within the C-2 and C-3 zoning districts, as enumerated within LDC sections 2.03.03.B and 2.03.03.C currently do not list food truck park as a permitted use. LDC section 2.03.03.B.1.a.74 (C-2 permitted use) and 2.03.03.C.1.a.96 (C-3 permitted use) provide for the following uses, "*Any other commercial convenience use which is comparable in nature with the list of permitted uses and consistent with the purpose and intent statement of the district, as determined by the Hearing Examiner or CCPC, pursuant to LDC section 10.02.06 K.*" & "*Any other intermediate commercial use which is comparable in nature with the list of permitted uses and consistent with the purpose and intent statement of the district, as determined by the Hearing Examiner or CCPC, pursuant to LDC section 10.02.06 K.*"

As noted within your application LDC section 2.03.00.A states, "*Rules for Interpretation of Uses. In any zoning district, where the list of permitted uses contains the phrase "any other use which is comparable in nature with the foregoing uses and is consistent with the permitted uses and purpose and intent statement of the district" or any similar phrase which provides for a use which is not clearly defined or described in the list of permitted uses, which requires the discretion of the County Manager or designee as to whether or not it is permitted in the district, then the determination of whether or*

not that use is permitted in the district shall be made through the process outlined in LDC section 10.02.06 K."

Further LDC section 10.02.06.K in part reads, "*Comparable Use Determination.1.The following Comparable Use Determination (CUD) shall be used to determine whether a use is comparable in nature with the list of permitted uses, and the purpose and intent statement of the zoning district, overlay, or PUD.2.To be effective, the Comparable Use Determination shall be approved by the Hearing Examiner by decision, or Board of Zoning Appeals by resolution, at an advertised public hearing based on the following standards…*"

Within Hearing Examiner Decision HEX NO. 2016-37 (Attachment "A"), the Hearing Examiner determined that the proposed use of a food truck park is comparable and compatible in nature to other permitted uses in the General Commercial (C-4) zoning district and affirmed staff's determination as stated in the Zoning Verification Letter ZVL(CUD)-PL20160001881, which was an attachment of the decision.

Zoning Verification Letter PL20160001881, which initiates the comparable use determination, requested that staff determine that the use of "food truck park" is comparable with the permitted use in the C-4 district of "eating and drinking establishments" or SIC 5812. The conclusion of that zoning verification letter determined that, "*the requested use is comparable and compatible to other permitted uses in the district and is therefore a permitted use. In order to become valid, this determination requires affirmation by the Hearing Examiner.*" As noted, HEX NO. 2016-37 affirmed the determination of the zoning verification letter PL20160001881. Based upon the determination, food truck parks are treated as permitted uses within zoning districts that permit SIC 5812, subject to whatever size limitations imposed by the respective zoning district. Both the C-2 and C-3 zoning districts permit SIC 5812 with square footage limitations and based upon HEX NO. 2016-37 determination, food truck parks are permitted within those zoning districts subject to the square footage limitations.

Further evidence of the position that food truck parks are permitted within the zoning districts that permitted SIC 5812, eating establishments, ZLTR-PL20190002574 (Attachment "B"), determined that a food truck park was permitted within the Industrial zoning district under Eating Establishment (SIC 5812). ZLTR-PL20200001955 (Attachment "C") provides a second example where the County determined that the C-3 zoning district permits restaurants/food truck establishments (SIC 5812) by right.

While the Commercial and Industrial zoning districts do not specifically designate food trucks as permitted uses, the Comparable Use determination process has been established to identify similar uses to a zoning district when the proposed use has been determined to be comparable and compatible to existing uses in the zoning district. Hearing Examiner Decision No. 2016-37, established food truck parks as comparable and compatible to a restaurant use and based upon that determination, all zoning districts that permit restaurants (SIC 5812) are determined to also permit food trucks subject to whatever restrictions imposed by the zoning district including square footage limitations.

Pursuant to Division 10.02.02.F. of the LDC, this interpretation has been sent to you via certified mail, return receipt requested. As this is a site-specific interpretation, all property owners within 300 feet of the subject property will receive mail notice and a copy of this interpretation and appeal time frames will be placed in the Naples Daily News. Within 30 days of receipt of this letter, or within 30 days of publication of the public notice, any affected property owner or aggrieved or adversely affected party may appeal the interpretation

to the Office of the Hearing Examiner, as directed by Section 2-87 of the Collier County Code of Laws and Ordinances.

A request for an appeal must be filed in writing within 30 days of the date of this Official Interpretation and must state the basis for the appeal and include any pertinent information, exhibits, or other back-up information in support of the appeal. The appeal must be accompanied by a $1,000.00 application and processing fee. If payment is in the form of a check, it should be made out to the Collier County Board of Commissioners. An appeal can be hand delivered or mailed to my attention at the address provided. Please do not hesitate to contact me should you have any further questions on this matter.

Sincerely,

MPB

Mike Bosi, AICP,
Zoning Director
Growth Management Division/Planning and Regulation

Cc: Collier County Board of County Commissioners
Mark Isackson, County Manager
Sean Callahan, Deputy County Manager
Amy Patterson, Deputy County Manager
Klatzkow, County Attorney
Jamie French, Deputy Head Growth Management Department
Heidi Ashton-Cicko, Assistant County Attorney

RESOLUTION NO. 2021 – 216

A RESOLUTION APPROVING AN APPEAL OF OFFICIAL INTERPRETATION INTP-PL20210000943 AND FINDING THAT A FOOD TRUCK PARK IS NOT A PERMITTED USE IN THE C-2 AND C-3 ZONING DISTRICTS. [PL20210002121]

WHEREAS, the Legislature of the State of Florida in Chapter 67–1246, Laws of Florida, and Chapter 125, Florida Statutes, has conferred on all counties in Florida the power to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the County pursuant thereto has adopted a Land Development Code (Ordinance No. 2004-41, as amended) which establishes regulations for the zoning of particular geographic divisions of the County; and

WHEREAS, FCC Beach & Yacht, LLC filed a request for an official interpretation of the Land Development Code seeking to confirm that a food truck park is not a permitted use in the Commercial Convenience District (C-2) and Commercial Intermediate District (C-3) zoning districts or any commercial component of a Planned Unit Development; and

WHEREAS, on August 4, 2021, the Zoning Director issued Official Interpretation INTP-PL20210000943 (the "Official Interpretation") finding that a food truck park is a permitted use in the Commercial Convenience District (C-2) and Commercial Intermediate District (C-3) zoning districts; and

WHEREAS, on August 24, 2021, an appeal of the Official Interpretation was submitted by Richard D. Yovanovich, Esq., of Coleman, Yovanovich & Koester, P.A., on behalf of FCC Beach & Yacht, LLC, owners of property within 300 feet of the proposed food truck park; and

WHEREAS, on October 12, 2021, the Board of County Commissioners, acting as the Board of Zoning Appeals (the "Board"), held a properly noticed public hearing to consider Petition ADA-PL20210002121; and

WHEREAS, all interested parties have been given the opportunity to be heard by this Board in public meeting assembled, and the Board has fully considered all matters presented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ZONING APPEALS OF COLLIER COUNTY, FLORIDA, that:

1. The Board finds that a food truck park is not a permitted use in the Commercial Convenience District (C-2) and Commercial Intermediate District (C-3) zoning districts.

2. Petition Number ADA-PL20210002121, submitted by Richard D. Yovanovich, Esq., of Coleman, Yovanovich & Koester, P.A., on behalf of FCC Beach & Yacht, LLC, is

hereby APPROVED in accordance with the record of the proceedings of the public hearing held before the Board of County Commissioners, acting as the Board of Zoning Appeals, on October 12, 2021.

BE IT FURTHER RESOLVED that this Resolution be recorded in the minutes of this Board.

This Resolution adopted by the Board after motion, second and majority vote this 12th day of October, 2021.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____ Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jeffrey A. Klatzkow
County Attorney

BOARD OF ZONING APPEALS
COLLIER COUNTY, FLORIDA

By: _____
Penny Taylor, Chairman

RESOLUTION NO. 2021 – 217

A RESOLUTION APPROVING AN APPEAL OF, AND DENYING, THE ADMINISTRATIVE APPROVAL OF A FOOD TRUCK PARK SITE DEVELOPMENT PLAN, SDP-PL20200001903. [PL20210001944]

WHEREAS, the Legislature of the State of Florida in Chapter 67–1246, Laws of Florida, and Chapter 125, Florida Statutes, has conferred on all counties in Florida the power to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the County pursuant thereto has adopted a Land Development Code (Ordinance No. 2004-41, as amended) which establishes regulations for the zoning of particular geographic divisions of the County; and

WHEREAS, FCC Beach & Yacht, LLC filed a request for an official interpretation of the Land Development Code seeking to confirm that a food truck park is not a permitted use in the Commercial Convenience District (C-2) and Commercial Intermediate District (C-3) zoning districts or any commercial component of a Planned Unit Development; and

WHEREAS, on July 29, 2021, County staff issued a Site Development Plan (SDP) approval letter, PL20200001903, for a food truck park on 2.21 acres located at 300, 320, and 322 Capri Boulevard and 218 Kon Tiki Drive, within the Commercial Intermediate Zoning District, C-3; and

WHEREAS, on August 4, 2021, an appeal of the administrative approval of the SDP was submitted by Richard D. Yovanovich, Esq., of Coleman, Yovanovich & Koester, P.A., on behalf of FCC Beach & Yacht, LLC, owners of property within 300 feet of the proposed food truck park; and

WHEREAS, on October 12, 2021, the Board of County Commissioners, acting as the Board of Zoning Appeals (the "Board"), held a properly noticed public hearing to consider Petition ADA-PL20210001944; and

WHEREAS, all interested parties have been given the opportunity to be heard by this Board in public meeting assembled, and the Board has fully considered all matters presented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ZONING APPEALS OF COLLIER COUNTY, FLORIDA, that:

1. Petition Number ADA-PL20210001944, submitted by Richard D. Yovanovich, Esq., of Coleman, Yovanovich & Koester, P.A., on behalf of FCC Beach & Yacht, LLC, is hereby APPROVED for the reasons set forth in the record of the public hearing held before the Board of County Commissioners, acting as the Board of Zoning Appeals, on October 12, 2021.

2. The administrative approval of the food truck park site development plan, SDP-PL20200001903, is reversed and hereby DENIED.

BE IT FURTHER RESOLVED that this Resolution be recorded in the minutes of this Board.

This Resolution adopted by the Board after motion, second and majority vote this 12th day of October, 2021.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jeffrey A. Klatzkow
County Attorney

BOARD OF ZONING APPEALS
COLLIER COUNTY, FLORIDA

By: _____
Penny Taylor, Chairman

RESOLUTION NO. 2021 – 218

A RESOLUTION DENYING AN APPEAL BY THE GRIDER REVOCABLE LIVING TRUST OF OFFICIAL INTERPRETATION INTP-PL20210000943. [PL20210002241]

WHEREAS, the Legislature of the State of Florida in Chapter 67–1246, Laws of Florida, and Chapter 125, Florida Statutes, has conferred on all counties in Florida the power to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the County pursuant thereto has adopted a Land Development Code (Ordinance No. 2004-41, as amended) which establishes regulations for the zoning of particular geographic divisions of the County; and

WHEREAS, FCC Beach & Yacht LLC filed a request for an official interpretation of the Land Development Code seeking to confirm that a food truck park is not a permitted use in the Commercial Convenience District (C-2) and Commercial Intermediate District (C-3) zoning districts or any commercial component of a Planned Unit Development; and

WHEREAS, on August 4, 2021, the Zoning Director issued Official Interpretation INTP-PL20210000943 finding that a food truck park is a permitted use in the Commercial Convenience District (C-2) and Commercial Intermediate District (C-3) zoning districts; and

WHEREAS, Robert K. Lincoln, Esq. of the Law Office of Robert K. Lincoln, P.A. and Noel J. Davies, Esq. of Davies Duke, PLLC, representing the Grider Revocable Living Trust, filed Petition ADA-PL20210002241, which appealed the administrative approval of INTP-PL20210000943 to clarify that the official interpretation is not site specific; and

WHEREAS, on October 4, 2021, counsel for Grider Revocable Living Trust provided a conditional withdrawal letter stating the following:

> Regarding the above-referenced matter, based on representations from the County that the subject of the Official Interpretation is not site-specific and Mr. Yovanovich's agreement to same, my client hereby withdraws its above-referenced Appeal of Official Interpretation.

WHEREAS, on October 12, 2021, the Board of County Commissioners, acting as the Board of Zoning Appeals (the Board), held a properly noticed public hearing to consider Petition ADA-PL20210002241; and

WHEREAS, all interested parties have been given the opportunity to be heard by this Board in public meeting assembled, and the Board has fully considered all matters presented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ZONING APPEALS OF COLLIER COUNTY, FLORIDA, that:

1. Petition Number ADA-PL20210002241 filed by Robert K. Lincoln, Esq. of the Law Office of Robert K. Lincoln, P.A., and Noel J. Davies, Esq. of Davies Duke, PLLC, representing the Grider Revocable Living Trust, is hereby DENIED for the reasons set forth in the record of the public hearing held before the Board of County Commissioners, acting as the Board of Zoning Appeals, on October 12, 2021.

BE IT FURTHER RESOLVED that this Resolution be recorded in the minutes of this Board.

This Resolution adopted by the Board after motion, second and majority vote this 12th day of October, 2021.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jeffrey A. Klatzkow
County Attorney

BOARD OF ZONING APPEALS
COLLIER COUNTY, FLORIDA

By: _____
Penny Taylor, Chairman

TRANSCRIPT OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS
Naples, Florida, January 23, 2024

LET IT BE REMEMBERED that the Board of County Commissioners, in and for the County of Collier, and also acting as the Board of Zoning Appeals and as the governing board(s) of such special districts as have been created according to law and having conducted business herein, met on this date at 9:00 a.m., in REGULAR SESSION in Building "F" of the Government Complex, East Naples, Florida, with the following Board members present:

Chairman: Chris Hall
Rick LoCastro
Dan Kowal
William L. McDaniel, Jr.
Burt L. Saunders

ALSO PRESENT:
Amy Patterson, County Manager
Daniel Rodriguez, Deputy County Manager
Jeffrey A. Klatzkow, County Attorney
Crystal K. Kinzel, Clerk
Troy Miller, Communications & Customer Relations

the ground and make something pencil today. Jamie will probably back me up on that one. It just doesn't work. And so that's all going to stop. And we don't believe we're going to have the labor problems that we had before, and we've learned our lessons related to subs and contractors, et cetera, and we've already got a plan in place to make this much quicker.

CHAIRMAN HALL: Great. Thank you, Pat.

So we have a motion and a second. All in favor, say aye.

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: Moving forward.

MR. SHEAR: Thank you.

Item #11C

WAIVING THE NIGHTTIME HEARING REQUIREMENT AND HEAR A LAND DEVELOPMENT CODE AMENDMENT REGARDING FOOD TRUCKS AND FOOD TRUCK PARKS AT TWO REGULARLY SCHEDULED DAYTIME BOARD OF COUNTY COMMISSIONER MEETINGS AND APPROVE A REQUEST TO ADVERTISE THE LAND DEVELOPMENT CODE AMENDMENT – MOTION TO APPROVE WITH MODIFICATIONS BY COMMISSIONER SAUNDERS; SECONDED BY COMMISSIONER KOWAL – APPROVED

MS. PATTERSON: Commissioners, that brings us to Item 16A7, now Item 11C. This is a recommendation to waive the nighttime hearing requirement and hear a Land Development Code

amendment regarding food trucks and food truck parks at two regularly scheduled daytime Board of County Commissioners meetings and approve a request to advertise Land Development Code amendment.

This is being brought to the agenda at Commissioner Saunders' request, and Mr. Mike Bosi, your Director of Planning and Zoning, is here to answer questions or present.

COMMISSIONER SAUNDERS: Mr. Chairman, I can be very quick. Obviously, food truck parks can have a rather significant impact on a community. And I know that there was a public hearing and I guess a neighborhood information meeting.

And my question is for the Board, because this can be such an impactful type of a project, should we have at least one nighttime hearing? I'm not a fan of nighttime hearings even though we've got one this evening. But I'm just wondering, in terms of this particular issue whether or not that should be given some consideration. I'm okay with having both hearings during the day, but I wanted to at least have a little bit of discussion as to whether we should open this up a little bit more. So that's my question.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Yeah. Thank you, Chairman.

I like the idea of at least testing it, you know. We're hearing from a lot of citizens who they would like to see this meeting in the evening, which is not realistic. You know, we get those emails all the time. You know, we're all at work and we can't participate. And it's like, okay, we're at work, too, and this is where our work happens.

You know, if you remember back to the conversation of the Isles of Capri food truck park, and then we talked a bit about Celebration Park, I think when it comes to the food trucks, it's still a really new

and unique, you know, type of thing that we don't have our arms fully around. So one of the things I've said generically is night, day, evening, morning, whenever, I'm all for, you know, not squelching citizen comment or flushing out as much back -- feedback as we can get.

So it doesn't mean we're passing something that says from here on out in perpetuity we'll have all nighttime meetings, but I didn't know if there was something in the middle that showed we were trying to be positive, and then if it didn't have a positive result, then, okay, we tried it. And so -- I don't know. That was just my initial thought. I might not know every single detail that you're trying to kind of cover, but my initial thought was it doesn't hurt, and we see what happens, but...

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Yeah. And I agree. I mean, if it's -- I think in this digital age that we have with hybrid meetings -- I know we all do town halls and have them with multiple, multiple options for folks to attend. You know, I'm not opposed to having an evening meeting, at least one of these hearings in the evening, but I'm -- you know, if -- on the same token, I don't really see the need for it either. It's conducting business.

And I take -- I know myself, and I know most of us do as well -- personally, I take emails and phone calls and comments from people whether they're standing at the podium and wearing a red shirt -- in the room as most important as the folks that are standing at the podium and wearing a red shirt [sic].

So, I mean, what was your intent, Commissioner Saunders? I mean, I think the intent was to waive the hearings, the nighttime hearings, and hear these -- hear these food truck amendments during the day.

COMMISSIONER SAUNDERS: Well, that's what the request

is of staff, and I understand it, and there was a public hearing in the evening on this early on. But people don't really get energized over issues until they see something in the paper or they know something's coming up for us to vote on.

Now, this is not site specific, and so it may not generate any interest, but if there was a food truck park, for example, going into Isle of Capri, as an example, the one we had, there would be tremendous interest in that because it's site specific.

So there may not even be anybody that would show up for this. But these are very controversial, and that's just a thought.

But as I said, I have no issues with having two daytime hearings, but I just thought it was worth a discussion on an issue like this.

COMMISSIONER McDANIEL: When I was reviewing this, I was -- this is more of an adoption of the Land Development Code criterium to -- because the way I understand it, we're going to be hearing every single one of these. It's going to become a conditional use when one of these proposed already existent zoning classifications qualifies for a food truck park. That's still not going to be a by-right process. They still have to come to us, and that would be -- those would be the ones that I would prefer, when the site-specific ones are coming to us, that maybe we move those to a nighttime hearing. But this one is -- this is just Land Development Code adjustments to facilitate those site-specific and move them to -- my understanding is move them to a conditional-use process.

COMMISSIONER SAUNDERS: Well, that convinces me that we don't need to have a night hearing on this as long as we are flexible to having a night hearing when an application comes before us.

COMMISSIONER McDANIEL: I'm looking at him making sure he's shaking his head positively, because I don't want to misquote what his intent is.

MR. BOSI: And, Mike Bosi, zoning director.

As it's proposed, there's not a requirement. And the conditional use is triggered when you have any proposed outdoor amplified sound or alcohol being associated with these food trucks. One food truck at a commercial center that doesn't have amplified sound or alcohol does not require a Board approval. That could be straight -- a Site Development Plan amendment. But it's if they have alcohol involved or if they have alcohol and it is amplified sound, those are the ones that require conditional uses.

COMMISSIONER SAUNDERS: Well, what I was looking at was there's two things here. It's regarding food trucks and food truck parks, and it was the food truck parks --

MR. BOSI: Parks.

COMMISSIONER SAUNDERS: -- that's got my attention. We certainly don't need a nighttime hearing on an application for putting a food truck at a bazaar, at a park, or something like that. But if we're going to develop a food truck park similar to what was discussed on Isles of Capri, then I think something like that probably should come back at night.

So I'll make the motion to approve waiving the nighttime hearing for this purpose. But if we do have a food truck park -- it's not part of the motion. But if we do have a food truck park, I think consideration should be given to having something like that in the evening.

MR. BOSI: And staff can modify the proposed language to put verbiage that we will poll the Board of County Commissioners as to whether you would like to see that conditional-use hearing moved to a nighttime hearing.

COMMISSIONER SAUNDERS: That would be perfect.

MR. BOSI: We can put that within the proposed ordinance. We'll make some modifications.

Just to let you know, we did have a nighttime hearing with the Planning Commission on the 7th of December. There were no public who attended. And I think you're right, unless it's a site-specific location, it's hard to get the public to get excited about the proposal of an LDC amendment.

COMMISSIONER SAUNDERS: So I'll make that motion to approve this with the understanding that if there is a food truck park, that the Board will be presented with the opportunity to have a night hearing if the Board so chooses at that time.

COMMISSIONER McDANIEL: Second.

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chair.

Yeah, I mean, I was on the same lines with Commissioner McDaniel on the way I looked at this. And now Mr. Bosi's kind of confirmed it, that, you know, if it's specific and we're looking at a particular park and somebody wants to develop -- designate their food trucks -- and, I mean, you could see we've already exercised our time-certain. We're going to do that today at 5 o'clock.

And I think, you know, we get the temperature of our constituents on a particular item like this, if there is a food truck, that we're going to hear it, and, you know, a park, we're going to hear it in the future regardless, that, you know, we can always exercise the time-certain, you know, and not have to create a whole, you know, 'nother ordinance or something just on those lines. So I feel comfortable with the motion the way it is, so I'll second it.

CHAIRMAN HALL: So just to follow up my comments, you know, I don't want to get into the habit of every hot issue that comes up that we need to feel obligated to do it in the evening meeting.

I know, like Commissioner McDaniel, I've got the best interest of my constituents. It may not be what I personally want to do, but I'm going to back them. That's what they elected me to do.

And whether they're in the room at 7 o'clock at night or whether they're -- they've made their emails plain, their phone calls plain, I don't take any -- no one's more important here than they are on my email. And I want to say that because I don't mind doing -- I'm not a -- let's see. I'm not opposed to making the extra effort, but I don't want to get into the habit of feeling like we need to pacify people that just can make it in the evenings when they have every ample opportunity to let us know and to communicate in times advanced.

So with that comment, we have a motion and we have a second to waive this. All in favor?

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

MS. PATTERSON: Commissioners, that is the end of our regular agenda items except for public comment on general topics not on the current or future agenda that weren't addressed previously. It may be something -- do we have one now?

MR. MILLER: Well, that's just it. I have a Zoom person that was mislabeled. Actually, we probably should have heard them at 7. With your indulgence, can we hear them now?

CHAIRMAN HALL: Yes.

MR. MILLER: Jackie Keay is joining us on Zoom.

Jackie, you're being prompted to unmute yourself. I know you're there, Jackie. There you go. You have three minutes.

MS. KEAY: Can you hear me?

MR. MILLER: Yes, we can.

MS. KEAY: Oh, I'm here for sure.

MR. MILLER: Go ahead, Jackie.

MS. KEAY: So good afternoon. My name is Jackie Keay. I

TRANSCRIPT OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS
Naples, Florida February 27, 2024

LET IT BE REMEMBERED that the Board of County Commissioners, in and for the County of Collier, and also acting as the Board of Zoning Appeals and as the governing board(s) of such special districts as have been created according to law and having conducted business herein, met on this date at 9:00 a.m., in REGULAR SESSION in Building "F" of the Government Complex, East Naples, Florida, with the following Board members present:

Chairman: Chris Hall
Rick LoCastro
Dan Kowal
William L. McDaniel, Jr.
Burt L. Saunders

ALSO PRESENT:
Amy Patterson, County Manager
Daniel Rodriguez, Deputy County Manager
Jeffrey A. Klatzkow, County Attorney
Crystal K. Kinzel, Clerk
Troy Miller, Communications & Customer Relations

MR. YOVANOVICH: I think that's all you are limited to do.

COMMISSIONER KOWAL: I'll amend my motion then, if I can do so.

CHAIRMAN HALL: Sure.

COMMISSIONER KOWAL: All right. Make a motion to reject the original interpretation as not being based on competent substantial evidence.

CHAIRMAN HALL: Second.

All in favor?

Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

CHAIRMAN HALL: All opposed?

COMMISSIONER McDANIEL: Aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Same motion carries, just different words.

MR. PIRES: Thank you, Mr. Chairman.

COMMISSIONER McDANIEL: Coordinated adjectives.

Item #9D

ORDINANCE AMENDING THE COLLIER COUNTY LAND DEVELOPMENT CODE TO ESTABLISH PROVISIONS FOR FOOD TRUCK PARKS AND MOBILE FOOD DISPENSING VEHICLES. [PL20220006373] (FIRST OF TWO HEARINGS) (ALL DISTRICTS) - DIRECTION FOR STAFF TO BRING BACK A REPORT AT A FUTURE BCC MEETING

MS. PATTERSON: Commissioners, that brings us to Item 17C, now Item 9D. This is a recommendation to adopt an ordinance

amending the Collier County Land Development Code to establish provisions for food truck parks and mobile food dispensing vehicles. This is being moved to the regular agenda by each commissioner's separate request, and Mr. Bosi is here to present.

MR. BOSI: Good afternoon. Mike Bosi, Planning and Zoning director.

Before you today we have the proposed LDC amendments related to how the county will handle food truck and food truck parks moving forward.

We had a recommendation, some modifications that were provided by the DSAC, a recommendation of approval and site modifications related to fire lanes that came from the Planning Commission.

We had no public opposition to the proposal, and we placed it on your summary agenda.

A couple days ago, Mr. Yovanovich and Mr. Wayne Arnold submitted some material asking for some changes to the -- to the proposed ordinance and want to provide the Board the opportunity to weigh in on those proposed changes to get some direction.

The way that we've had it proposed, right now in the C-2 -- C-3, C-4, and C-5 zoning district, if the Board -- if the food truck did not contain alcohol sales and amplified sound permit, it would be a permitted use. If it contained alcohol and/or the amplified sound, it would be a conditional use. It's been suggested by Mr. Yovanovich that that -- in the C-3, C-4, and C-5, that all of them should be proposed as conditional uses to provide for an extra layer of protection an extra analysis of compatibility to make sure that nothing will crop up from the development of these food trucks.

We also have a provision that within the C-1, C-2, or C-3 categories -- or, I'm sorry, C-3, C-4, or C-5 categories, that two or less trucks could go in as a matter of right, not as a food truck, but

just as stand-alone trucks as well. Not sure if the Board of County Commissioners had any issue with that, but I don't think that has been addressed by Mr. Yovanovich's letter. I wanted to see what the appetite of the Board of County Commissioners was regarding those individual changes.

CHAIRMAN HALL: Say that again. So two trucks could go in by right?

MR. BOSI: Two trucks or less could go in by right within the C-3, C-4, or C-5 zoning district as an accessory use to the primary use on the property.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you, Chair.

I actually sent a note immediately to Ms. Patterson to pull this, and I'm glad to see the other commissioners thought so. I hadn't seen Mr. Yovanovich's letter yet, but then when I saw it, there was -- most of what was in the letter I agreed with, and it made me think back to the last time we talked about food trucks and what we all sort of collectively said, which was, we want to have closer oversight that a food truck park, whether it's two trucks or five trucks or eight trucks, they're all a bit different.

I remember us talking about we don't really have our hands around, you know, what a food truck park could turn into, and we referenced Celebration Park. I always say the people that love Celebration Park are usually the people that don't live near it.

And so I didn't want -- I didn't want to see anything on the summary agenda that made looser approval of food truck parks. And I don't think 10 of them are going to come to us every meeting. And maybe in a year, we could write something that maybe -- once we get a little bit more knowledge and we feel more comfortable that we haven't just let these things plop around.

And when I met with the staff hearing that there are single food

trucks all over one particular district which, you know, I won't name here, but that commissioner probably knows that have popped up with minimal to no approvals, but, you know, they're kind of in an okay spot and it's not a big deal, and that's not the way the county should work.

So to me, if it's -- you know, if we want to have something that allows one truck, there should be some verbiage. To me, two trucks or more is a park, or could be. And then when we spoke, you know, privately in my office, you know, Mr. Bosi and, you know, Mr. French and Ms. Scott were there. You know, my concern is these things -- you know, two food trucks park in a parking lot seems like no big deal, but then somebody has a birthday party there, you know, on a Friday night, and so then they hire a band, and then we get a million e-mails that the noise is too much even though, you know, it's written in there, no music, no nothing.

And so my thought was these things are still pretty fresh. I don't think we -- you know, we -- it costs us too much to have these things be vetted a little bit until we really get a better feel for it. And then I also think the ones that were brought to my attention that are just sort of parking outside of restaurants and sitting there until somebody says something, we need to take a look at those because when we send a signal to the restaurateurs that, hey, Bob parked his food truck there, it's been there for six months, and nobody said anything; that's how these things pop up, and then they start to grow. You know, you talk to citizens around Celebration Park; they never thought it would turn into what some people tell me, and I agree, is sort of like an outdoor Seed to Table.

And I'm not saying they're breaking any laws or anything, but, boy, we sure do get a lot of pushback. And then we even hear from our own staff when we had this conversation before about food trucks that, wow, it sort of got -- it got bigger than what we kind of thought

it would be.

So I pulled it just because I wanted to have a discussion and maybe that -- and, you know, I said this to you, Mr. Bosi, I'm not -- my position isn't to be directive to you and say, here's what it should say, but I'd like -- I'd feel a lot better if the staff took a look at it a little bit deeper and came back with more detailed verbiage that would give us better oversight for any of these requests that we're sort of bigger than a breadbox, and I think it's most of them. And it's not a big number.

So I remember one time, a commissioner that used to sit here, Commissioner Solis, one time he said at a meeting -- I don't even know if I was elected -- and he says, I don't want to be approving a food truck park, you know, in every single meeting, you know. We should leave that to the staff. We're not going to get that many.

But I think -- I'll just speak for my district, District 1, I'd like to have tighter oversight so I know where they're going. I want to make sure the constituents are pleased with it, and that they're not just -- I'm not going to just drive by one day and go, wow, where did that come from, and then find out from the staff, oh, remember when you thinned out the rules? Well, they're not in violation of anything. It's okay. So that's why I pulled it.

Seeing other names of commissioners there, I'd love to hear from the other commissioners. Maybe they pulled it for a different reason. But I pulled it because I really wanted something more detailed to come back from the staff that would give us more oversight and visibility and tighter control and approval. I'm not saying, you know, we shoot down every food truck park, but that was my reasoning, so...

CHAIRMAN HALL: So before I go to Commissioner McDaniel, and then Commissioner Kowal's on deck, in staff meetings yesterday, you explained it very well about, you know, the

taco truck and when it just shows up and then when a permit's required and then versus the continued use or by right.

MR. BOSI: And we have a provision towards where if it's a food truck park just parking at an establishment for four hours or less, there's no permit that would be required. If there's -- the second stage above that is the accessory food truck -- food truck that's at an establishment that permits food truck parks. Those can be permitted through a Site Development Plan improvement or Site Development Plan insubstantial change for one or two food trucks, and it sounds like there is some concern --

CHAIRMAN HALL: How long? How long would that permit last?

MR. BOSI: Permanently.

COMMISSIONER LoCASTRO: Permanently.

MR. BOSI: Permanently. And then the third tier is your food truck park, and those are the ones that we're proposing in C-3, C-4, and C-5. Like I said, we had a differential. If you had amplified music and alcohol sales, that's a conditional use. If you had just -- if those weren't present, they could be permitted.

It sounds like, at least from -- one commissioner would agree with Mr. Yovanovich, would like to see all of those food truck parks be placed as a conditional use for the Board of County Commissioners to evaluate whether it's an appropriate use or not?

CHAIRMAN HALL: Yes.

Commissioner McDaniel.

COMMISSIONER McDANIEL: One other one would, too. I -- and I also -- I want to be very careful and distinguish between permittable uses and illegal uses. The abuse that happens with food trucks at large is rampant. We've got a commercial -- we've got a lot of -- and, you know, we just had a discussion about neighbors and where the comma is, and what the proper -- what the proper adjective

was, but neighborhood commercial is different than C-3, C-4, C-5, but that doesn't mean that a C-4 -- C-3, C-4, C-5 isn't in a neighborhood.

And we have people -- I have people taking advantage of that. They park a food truck in their parking lot, theoretically by right, and then start consuming parking spaces that are available for a restaurant and then push the parking for other commercial properties that are in close proximity away and start taking up -- taking advantage of other people's property rights for the utilization of their own property by consuming land that's over here because they haven't necessarily done what they needed to do with a proper SDP.

And I think we're not going to get overwhelmed with these things, and if we do, we can make a change at some particular stage. But I would -- individually, this is very -- to me this is, they have the right to ask, but we need to see what those impacts are on the nearby surrounding area to be able to make a determination and put limitations on noise and alcohol and parking and so on and so forth.

CHAIRMAN HALL: Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chair.

I definitely know the difference between the roach coach and a mobile one. They show up at the worksites at lunchtime and, you know, you get a hot meal, if you can. And I don't have a problem with that. You know, they're mobile.

And then it comes down again mobile versus nonmobile. I mean, we have mobile homes that have been on blocks for 40 years. They're still called a mobile home.

And sometimes these food trucks find a home in a parking lot somewhere, and they're not truly mobile. You know, they're there permanently. And I know the -- I just want to get more insight; maybe you can help me.

Is the -- let's say Commissioner Saunders' district, for instance,

I'm familiar with, you know, the tiki hut that serves the beer and the wine in the parking lot, you know, in the evening hours. That being a parking lot, being a C-3, I think it is, or whatever that particular plaza is, they would be able to have a food truck come, set up there the way it's written now. But who would watch to make sure they don't get a temporary amplified sound permit for one night or something like that?

Because then it would kind of circumvent the process of saying, well, these are just allowed because they're not going to have amplified sound and not alcohol, but they are catering to a business that serves alcohol and that because they don't provide food. So what safeguard do we have that this is [sic] going to -- a reoccurring thing in a property that's very close to residential property, like in Commissioner Saunders' district?

MR. JOHNSON: Thank you, Mr. Chair.

Eric Johnson, for the record, planning manager.

So I think what you're asking about are mobile food dispensing vehicles that are accessory to an already established principal use.

COMMISSIONER KOWAL: Yes.

MR. JOHNSON: And if -- so one or two wanted to come in, they wouldn't -- there are some standards that are proposed right now, and if they wanted to sell alcohol or have --

COMMISSIONER KOWAL: That's not what I said.

MR. JOHNSON: Oh, sorry.

COMMISSIONER KOWAL: They don't sell alcohol, they don't have amplified sound, but the business that doesn't provide food does serve alcohol. Like I use that example is that tiki hut which doesn't have a restaurant connected to it. It just has a beer and wine license in a parking lot, but then they want food service through a food truck, and then they get an amplified sound permit for the one evening every Friday, temporary, how do we control that?

MR. JOHNSON: Well, the principal use would be allowed to continue to sell their alcohol as they normally would. The accessory use, mobile dispensing vehicle, would be allowed there by right as long as they're not having any amplified sound associated with outdoor entertainment or selling alcohol from that particular unit; however, I think --

COMMISSIONER KOWAL: So we would have a provision in there to say, well, are you a food truck, and you're asking for a temporary sound permit, and we'd deny them?

MR. JOHNSON: If they're a food truck and they want to have amplified sound associated with outdoor entertainment --

COMMISSIONER KOWAL: Temporary. Because people can do that, even for your home.

MR. JOHNSON: We would consider --

COMMISSIONER KOWAL: If you throw a party, you have to get a permit for a temporary amplified sound permit.

MR. JOHNSON: We would consider temporary to be something that would require a comparable-use determination. That would go to the Hearing Examiner.

We also have a temporary-use permit that allows these mobile food dispensing vehicles to be at a particular site for no more than 28 days within a calendar year. There's also exceptions where the Board of County Commissioners would be able to have -- under certain circumstances to be able to increase the number of days beyond that 28 days. I don't know if I answered your question.

COMMISSIONER KOWAL: I think it was just more on the grounds of are we going to be able to have the ability to supervise this in a way that they're not getting this temporary sound permit even though they're a food truck, and they're telling you they don't serve alcohol and they don't have sound, but they're obtaining it for that particular evening, you know, because it's a Friday night, and

they're entertaining. So that's what I'm -- I guess that's where I'm going at with it.

MR. JOHNSON: The language right now just has it where, if they want to have it for one day or more, that would require a comparable-use determination, but we could --

COMMISSIONER KOWAL: Okay. That kind of answered my question.

MR. JOHNSON: Which would go to the Hearing Examiner.

COMMISSIONER KOWAL: Okay.

MR. JOHNSON: Now, we could structure it so that if they want to apply for a temporary-use permit for a day or two days or under -- you know, within the constraints of that, that could also be a means to accomplish that. It depends on what you want. The way we have it structured --

COMMISSIONER KOWAL: What I'm trying to do is -- you're saying it's by right because they don't have music and they don't serve alcohol.

MR. JOHNSON: Yes.

COMMISSIONER KOWAL: But if they circumvent the system by running down and getting a temporary permit for a Friday or Saturday night, now they basically pulled one over you on, and they are having amplified music, and they're by right there. That's all I'm trying to say. Is there any way or mechanism we're going to have in place that this won't happen?

MR. JOHNSON: We would want to -- if they were going to have it just one day or more, that would be a comparable-use determination.

COMMISSIONER KOWAL: Okay.

MR. JOHNSON: That's even above and beyond the temporary-use permit. That's a public hearing.

COMMISSIONER KOWAL: Okay.

CHAIRMAN HALL: Commissioner McDaniel.

COMMISSIONER McDANIEL: Henceforth, conditional use, whether it's one or 10 or two.

I mean, the second -- the second circumstance that's becoming very prevalent as well is containers, shipping containers. They're wrapping them and then dumping them -- dropping them off and calling them food trucks.

We had -- I think over in Immokalee, I have -- now, those aren't legally permitted, but that's what they're doing is they're calling them food trucks and dumping them -- putting them on commercially zoned vacant lots.

Now, they don't have permits. They're not legal. And that's the difference -- distinguishment between the two.

But the concern I have is I just don't -- I just don't want to do a by-right conversion of commercial to an entirely separate use without -- without having -- without having the capacity to say no. If we do that by right, it happens.

MR. JOHNSON: Understood. And we could structure it so that any instance of these things would require a conditional-use approval.

COMMISSIONER McDANIEL: That's a simple answer for me.

MR. BOSI: And what I would say is we do have a provision for a temporary-use permit where we issued the -- at a variety of special events, temporary use for food trucks, but those were only limited to 28 days, and they have to be -- you know, there's a tight window towards where they could -- you know, could operate.

So what I'm hearing from the Board of County Commissioners, bring you something back that any proposed food truck would require a conditional use. And I'm also -- what I'm hearing, do you want that to go to the HEX with the discretion of the Board of County

Commissioners, or do you want that just to come to the Board of County Commissioners?

COMMISSIONER McDANIEL: In my personal opinion, it can go to the HEX. We have the right, if one gets approved by the HEX that there is issues with, we could always pull it and appeal that decision. I mean, it certainly would streamline the process to allow it to go to the HEX. We've already determined that we all have the right to appeal that decision and/or that process even in midstream. I'm okay with it going to the HEX.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you, Chairman.

I'm okay with it going to the HEX as well because, I mean, as involved commissioners, you have to monitor what's going to the HEX, if it's something like a food truck. And, I mean, I had one in my district that got approved by the HEX, and then I was like, no, not so fast, and then I brought it back here. So I'm good with that.

What I would just like to see -- and I don't know if this is a motion, direction, or I've even got support from my fellow commissioners here. I would like to see what you just said, Mr. Bosi, is take what we've said up here, and I'd like to just see better verbiage.

The reason I pulled this, I just didn't like the verbiage. It seemed very thin and loose, and last we talked about food trucks, we wanted to -- not tighter control, but better oversight. And what I read that was in the agenda, it seemed -- and then I saw Mr. Yovanovich's letter, and I thought, yeah, that's kind of what I was just thinking. He just said it better.

And so I would just like to see something come back to us and then see if we all agree. But, you know, I think most people up here, you know, want to have better oversight of the food trucks, and we're already hearing that some people are already circumventing the

system. Bring us some verbiage that allows that to not happen as much so that we can do something about it.

And like I said in my office is, you said maybe -- it was Mr. Bosi -- you were, like, there's more than a few people circumventing it. Well, then let's get some verbiage in there so that, you know, then our code enforcement folks can do something about it and maybe are supported a little bit more possibly.

MR. BOSI: Well -- and I understand, and we'll bring that back. What I will say is any of those food trucks that haven't been permitted on a temporary basis or if they've been there permanent and they haven't gone through the process, those are illegal. Those aren't endorsed by this code.

So, you know, if a code enforcement officer is alerted towards it, you know, we can most certainly take action.

But we will come back with a process that requires -- a conditional-use process for all food truck -- food trucks, whether food truck or food truck parks. We also allow for the temporary-use permit for that 28 days. But we'll bring it back based upon the contours of what you guys would like and see if we met the mark with that.

COMMISSIONER LoCASTRO: That's what I was looking for.

CHAIRMAN HALL: That's fine with me. Do we need a motion or --

COMMISSIONER LoCASTRO: Do we need a motion for that, or we just give direction?

MR. KLATZKOW: Direction's fine.

CHAIRMAN HALL: That's perfect.

MR. BOSI: Thank you.

MR. MILLER: Mr. Chair, I do have two registered speakers. Richard Yovanovich and Wayne Arnold.

MR. YOVANOVICH: If it's okay, I'll waive.
CHAIRMAN HALL: All right.
MR. ARNOLD: Same here; I'll waive.
CHAIRMAN HALL: Thank you, gentlemen.
COMMISSIONER LoCASTRO: Was there a rumble out in the parking lot? Mr. Bosi's got his jacket off. Did something happen during lunch, you know? Did something happen?
CHAIRMAN HALL: Mr. Yovanovich may want to hear again where you said that he said it better.
COMMISSIONER LoCASTRO: Well, I didn't really mean that. He said it different. As Commissioner McDaniel always says, I'm going to say it different.
COMMISSIONER McDANIEL: Same thing but different.
COMMISSIONER LoCASTRO: Same thing but different.
CHAIRMAN HALL: What's next, Ms. Patterson?

Item #10B

THE MCDOWELL HOUSING PARTNERS - EKOS ON COLLIER PROJECT APPROVAL OF WORKFORCE HOUSING LAND ACQUISITION SURTAX FUNDING, MADE DURING DISCUSSION OF ITEM #11B AT THE JANUARY 23, 2024, BCC MEETING. (ALL DISTRICTS) - MOTION TO MOVE THE PROJECT FORWARD WITH FUNDING BY COMMISSIONER SAUNDERS; SECONDED BY COMMISSIONER LOCASTRO – APPROVED

MS. PATTERSON: That brings us to Item 10B. This is a recommendation to hear the reconsideration of the McDowell Housing Partners Ekos on Collier project approval of workforce housing land acquisition surtax funding made during discussion of

February 26, 2024

Via Email: chris.hall@colliercountyfl.gov

Chairman Chris Hall
Collier County Board of County Commissioners
3299 Tamiami Trail East
Naples, FL 34112

RE: February 27, 2024, BCC Agenda Item 17.C., LDC amendments related to the establishment of provisions for Food Truck Parks and Mobile Food Dispensing Systems

Dear Chairman Hall:
I am writing to you to request that you remove agenda item 17.C. from the Summary Agenda. This item relates to Food Truck Parks and makes them permitted uses in the C-3 and C-4 zoning districts. I am further requesting that the Board of County Commissioners modify the draft ordinance to make a food truck park, whether having alcohol service or live entertainment a conditional use in the C-3 and C-4 zoning districts.

I have several concerns about making food truck parks permitted uses by right in the C-3 and C-4 zoning districts. First, a food truck park is not comparable to a bricks and mortar restaurant in its operation or site characteristics. The collection of multiple mobile food dispensing vehicles does not require permanent utility connections and will most commonly utilize gasoline generators for the food dispensing vehicle. While the proposed supplementary standards require a 6' high wall where a generator is utilized, the requirement does not consider the physical location of the generator and the proximity to nearby residential dwellings. Permitting the food truck park as a conditional use would review the potential noise impacts associated with the use of a generator.

Second, food truck parks by their nature will have outdoor dining areas and no permanent building as the principal use. There are no standards proposed dealing with the aesthetics of a grouping of mobile food dispensing vehicles on a property. Brick and mortar buildings in Collier County area subject to architectural and site design standards, which does not seem consistent with the County's intent to ensure that Collier County maintains an aesthetically appealing atmosphere for our residents and guests. The proposed amendments also establish standards for mobile food dispensing vehicles to be accessory uses on any property wherein a food truck park is a permitted use. This could greatly increase the number of food truck parks permanently operating in the County. This means that any other C-3 use (retail or office) could have a collection of food trucks operating on their site as a permitted accessory to the principal use. This should be further controlled through the Temporary

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www.gradyminor.com

Use Permit review process whereby the location of improvements, vehicles, seating and the like can be reviewed in the context of proximity to residences and for a limited number of days rather than a permanent use of the property.

Third, and most importantly, making a food truck park a conditional use will provide for public notice and input into a use, that without conditions (whether serving alcohol or having amplified sound), may not be appropriate for a proposed location. The conditional use process will allow staff, the public and the Hearing Examiner the opportunity to evaluate the proposed use and location as to consistency with the LDC, whether ingress/egress and pedestrian safety are adequately addressed, evaluate the impact of noise and odor on adjacent and nearby properties, and whether or not the proposed food truck park will be compatible with surrounding development. Arrangement of the mobile dispensing vehicles, existing and proposed buffers, distance from nearby residences and physical site improvements should all be evaluated in the public forum.

I plan to be in attendance at the February 27, 2024 Board of County Commissioners meeting and look forward to further discussion as to why the food truck park use should be a conditional use rather than a permitted use in Collier County.

Sincerely,



D. Wayne Arnold, AICP
Director of Planning

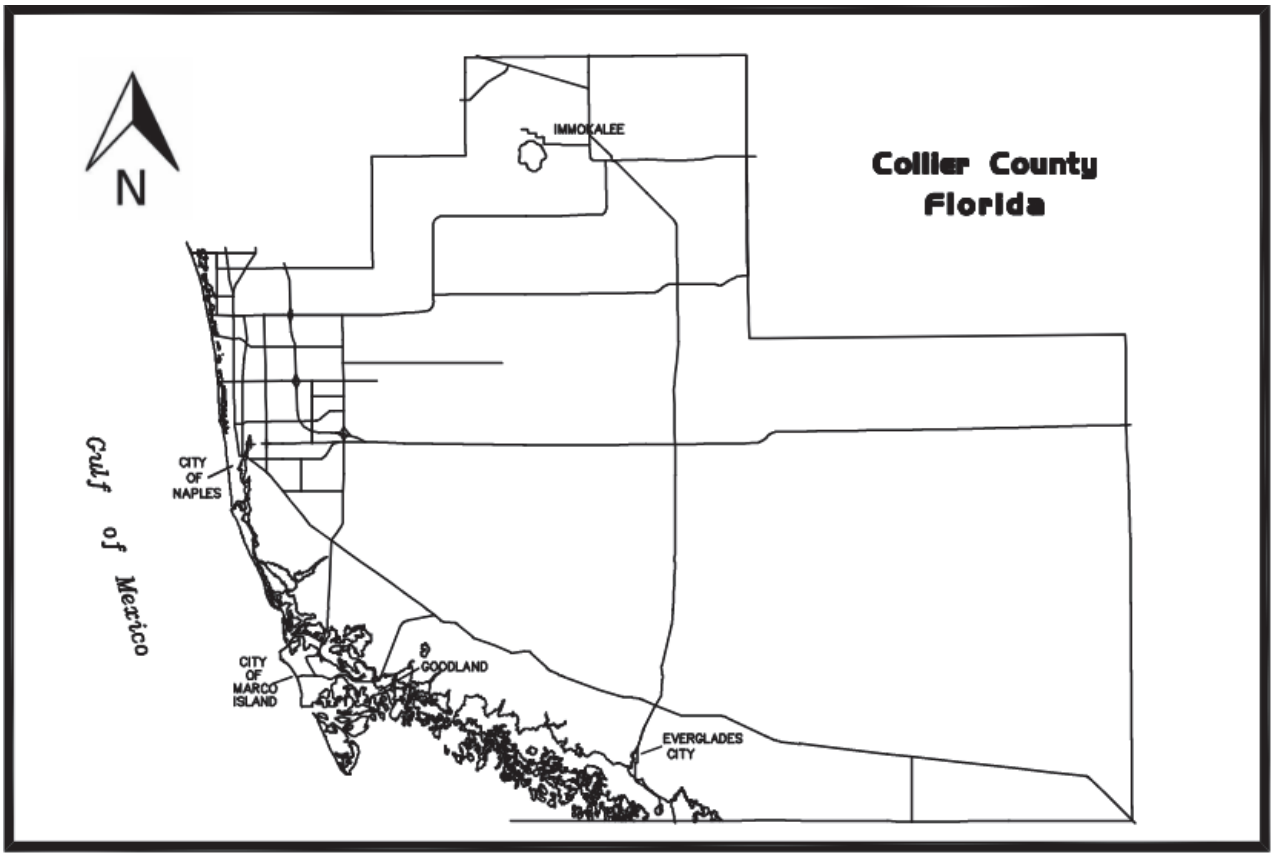
C: Commissioner Rick LoCastro
Commissioner Burt Saunders
Commissioner Daniel Kowal
Commissioner William McDaniel
Amy Patterson, County Manager
Michael Bosi, Planning and Zoning Director

Mobile Food Truck Parks-Mobile Food Dispensing Vehicles (LDCA)...
Board of County Commissioners
Publication Date: 12/26/2024
Expiration Date: 01/16/2025
Notices.CollierClerk.com

NOTICE OF PUBLIC HEARING
NOTICE OF INTENT TO CONSIDER AN ORDINANCE

Notice is hereby given that a public hearing will be held by the **Collier County Board of County Commissioners (BCC)** at **9:00 A.M.** on **January 14, 2025**, in the Board of County Commissioners meeting room, third floor, Collier Government Center, 3299 East Tamiami Trail, Naples FL to consider:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING ORDINANCE NUMBER 04-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH INCLUDES THE COMPREHENSIVE LAND REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, TO ALLOW PERMANENT MOBILE FOOD DISPENSING VEHICLES WITH NO ALCOHOL SALES AND/OR AMPLIFIED SOUND PROVIDING OUTDOOR ENTERTAINMENT AS PERMITTED BY RIGHT WHEN LISTED AS A PERMISSIBLE USE IN A PLANNED UNIT DEVELOPMENT OR WHERE LOCATED IN THE INDUSTRIAL DISTRICT (I) OR PUBLIC USE DISTRICT (P), AND AS A CONDITIONAL USE IN THE COMMERCIAL INTERMEDIATE DISTRICT (C-3), GENERAL COMMERCIAL DISTRICT (C-4), HEAVY COMMERCIAL DISTRICT (C-5), AND BUSINESS PARK DISTRICT (BP), IN THE INDUSTRIAL DISTRICT (I) AND PUBLIC USE DISTRICT (P) WITH ALCOHOL SALES AND/OR AMPLIFIED SOUND PROVIDING OUTDOOR ENTERTAINMENT, AND WHEN ACCESSORY TO A REGIONAL PARK, AND ESTABLISHING REGULATIONS FOR PERMANENT MOBILE FOOD DISPENSING VEHICLES, BY PROVIDING FOR: SECTION ONE, RECITALS; SECTION TWO, FINDINGS OF FACT; SECTION THREE, ADOPTION OF AMENDMENTS TO THE LAND DEVELOPMENT CODE, MORE SPECIFICALLY AMENDING THE FOLLOWING: CHAPTER ONE – GENERAL PROVISIONS, INCLUDING SECTION 1.08.02 DEFINITIONS; CHAPTER TWO – ZONING DISTRICTS AND USES, INCLUDING SECTION 2.01.03 ESSENTIAL SERVICES, SECTION 2.03.03 COMMERCIAL ZONING DISTRICTS, SECTION 2.03.04 INDUSTRIAL ZONING DISTRICTS, SECTION 2.03.05 CIVIC AND INSTITUTIONAL ZONING DISTRICTS, AND SECTION 2.03.06 PLANNED UNIT DEVELOPMENT DISTRICTS; CHAPTER FOUR – SITE DESIGN AND DEVELOPMENT STANDARDS, INCLUDING SECTION 4.05.04 PARKING SPACE REQUIREMENTS; AND CHAPTER FIVE – SUPPLEMENTAL STANDARDS, BY ADDING A NEW SECTION 5.05.16 MOBILE FOOD DISPENSING VEHICLES, PERMANENT; SECTION FOUR, CONFLICT AND SEVERABILITY; SECTION FIVE, INCLUSION IN THE COLLIER COUNTY LAND DEVELOPMENT CODE; AND SECTION SIX, EFFECTIVE DATE. [PL20220006373]



A copy of the proposed Ordinance is on file with the Clerk to the Board and is available for inspection. All interested parties are invited to attend and be heard.

All persons wishing to speak on any agenda item must register with the County Manager prior to presentation of the agenda item to be addressed. Individual speakers will be limited to three (3) minutes on any item. The selection of any individual to speak on behalf of an organization or group is encouraged. If recognized by the Chairman, a spokesperson for a group or organization may be allotted ten (10) minutes to speak on an item. Written materials intended to be considered by the Board shall be submitted to the appropriate County staff a minimum of seven (7) days prior to the public hearing. All materials used in presentations before the Board will become a permanent part of the record.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

Any person who decides to appeal any decision of the **Board** will need a record of the proceedings pertaining thereto and therefore, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Facilities Management Division, located at 3335 Tamiami Trail East, Suite 101, Naples, FL 34112-5356, (239) 252-8380, at least two (2) days

prior to the meeting. Assisted listening devices for the hearing impaired are available in the Board of County Commissioners Office.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA
CHRIS HALL, CHAIRMAN

CRYSTAL K. KINZEL, CLERK
By: Yani Fernandez, Deputy Clerk
(SEAL)

Business Impact Estimate – Mobile Food Truck Parks-Mobile Food Dispensing ...
Business Impact Estimates
Publication Date: 12/26/2024
Expiration Date: 01/16/2025
Notices.CollierClerk.com

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the County's website by the time notice of the proposed ordinance is published.

Published on County website by: December 26, 2024 [expected legal advertising date]

Proposed ordinance's Short Title:
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING ORDINANCE NUMBER 04-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH INCLUDES THE COMPREHENSIVE LAND REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, TO ALLOW PERMANENT MOBILE FOOD DISPENSING VEHICLES WITH NO ALCOHOL SALES AND/OR AMPLIFIED SOUND PROVIDING OUTDOOR ENTERTAINMENT AS PERMITTED BY RIGHT WHEN LISTED AS A PERMISSIBLE USE IN A PLANNED UNIT DEVELOPMENT OR WHERE LOCATED IN THE INDUSTRIAL DISTRICT (I) OR PUBLIC USE DISTRICT (P), AND AS A CONDITIONAL USE IN THE COMMERCIAL INTERMEDIATE DISTRICT (C-3), GENERAL COMMERCIAL DISTRICT (C-4), HEAVY COMMERCIAL DISTRICT (C-5), BUSINESS PARK DISTRICT (BP), AND IN THE INDUSTRIAL DISTRICT (I) AND PUBLIC USE DISTRICT (P) WITH ALCOHOL SALES AND/OR AMPLIFIED SOUND PROVIDING OUTDOOR ENTERTAINMENT, AND WHEN ACCESSORY TO A REGIONAL PARK, AND ESTABLISHING REGULATIONS FOR PERMANENT MOBILE FOOD DISPENSING VEHICLES, BY PROVIDING FOR: SECTION ONE, RECITALS; SECTION TWO, FINDINGS OF FACT; SECTION THREE, ADOPTION OF AMENDMENTS TO THE LAND DEVELOPMENT CODE, MORE SPECIFICALLY AMENDING THE FOLLOWING: CHAPTER ONE – GENERAL PROVISIONS, INCLUDING SECTION 1.08.02 DEFINITIONS; CHAPTER TWO – ZONING DISTRICTS AND USES, INCLUDING SECTION 2.01.03 ESSENTIAL SERVICES, SECTION 2.03.03 COMMERCIAL ZONING DISTRICTS, SECTION 2.03.04 INDUSTRIAL ZONING DISTRICTS, SECTION 2.03.05 CIVIC AND INSTITUTIONAL ZONING DISTRICTS, AND SECTION 2.03.06 PLANNED UNIT DEVELOPMENT DISTRICTS; CHAPTER FOUR – SITE DESIGN AND DEVELOPMENT STANDARDS, INCLUDING SECTION 4.05.04 PARKING SPACE REQUIREMENTS; AND CHAPTER FIVE – SUPPLEMENTAL STANDARDS, BY ADDING A NEW SECTION 5.05.16 MOBILE FOOD DISPENSING VEHICLES, PERMANENT; SECTION FOUR, CONFLICT AND SEVERABILITY; SECTION FIVE, INCLUSION IN THE COLLIER COUNTY LAND DEVELOPMENT CODE; AND SECTION SIX, EFFECTIVE DATE. [PL20220006373]

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes. If one or more boxes are checked below, this means the County is of the view

that a business impact estimate is not required by state law[1] for the proposed ordinance, but the County is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163-3220-163.3243;
  b. Comprehensive Plan amendments and land development regulation amendments initiated by application by a private party other than Collier County;
  c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the County hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
To provide vendors of permanent mobile food dispensing vehicles the opportunity to lawfully operate within the unincorporated lands of Collier County. The purpose of the proposed Ordinance is to preserve and enhance the present advantages that exist in Collier County; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within the total unincorporated area of Collier County. This Ordinance is intended to preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, and general welfare of Collier County; and protect human, environmental, social, and economic resources; and maintain through orderly growth and development, the character and stability of present and future land uses and development in Collier County.

[1] See Section 125.66(3)(c), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the County's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Applicants for permanent mobile food dispensing vehicles may be expected to pay up to approximately $10,140 in County fees, which includes the $4000 Conditional Use application when such application is applicable.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed Ordinance lists mobile food dispensing vehicle(s), permanent, as either a permitted, conditional, or accessory use on over 4,737 parcels, including but not limited to regional parks, and located on lands throughout the County in any of the following zoning districts: Industrial, Business Park, Public Use, Commercial Intermediate, General Commercial, and Heavy Commercial. There are approximately 256 non-residential Zoning Certificates that have been issued.

There is at least one Planned Unit Development that lists mobile food trucks as a permitted use (Emmanuel Lutheran Church CFPUD).

As of October 1, 2024, a total of 17 food truck zoning certificates have been issued.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: County staff solicited comments from businesses in the County as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on County website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*.]
The Florida Statutes, which preempt local laws, currently allows mobile food dispensing vehicles to operate on the same premises as and by a separately licensed public food establishment. There are a total of 728 restaurants located throughout the County.

Executive Summary

Recommendation to approve an Ordinance of The Board Of County Commissioners amending Ordinance 89-05, as amended, of the Collier County Growth Management Plan, specifically amending the Future Land Use Element and Maps to change the land use designation of the property from Urban, Mixed Use District, Urban Coastal Fringe Subdistrict to Urban Commercial District, 5396 Myrtle Lane Commercial Subdistrict to allow the development of up to 200,000 square feet of gross floor area of indoor self-storage/warehouse and up to 3,000 square feet of gross floor area of other commercial uses, and furthermore directing transmittal of the adoption amendment to The Florida Department of Commerce. The subject property is located on the southwest quadrant of Tamiami Trail East and Myrtle Lane, In Section 29, Township 50 South, Range 26 East, Collier County, Florida, consisting of ±8.24 Acres. [GMPA - PL20230016211] (Companion to items 9C and 9D)

OBJECTIVE:
To have the Board of County Commissioners (Board) approve (adopt) the proposed small-scale Growth Management Plan (GMP) amendment to create a new subdistrict called the 5396 Myrtle Lane Commercial Subdistrict that will provide lands for a maximum of 200,000 square feet of gross leasable area of self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of other commercial uses intended for the operation of a U-Haul Smart Mobility Center.

CONSIDERATIONS: The subject petition is submitted as a small-scale comprehensive plan amendment (a/k/a Growth Management Plan Amendment - GMPA). As such, per Florida Statutes, the request is heard only once by the Collier County Planning Commission (CCPC) and the Board. If the Board approves, the petition's proposed ordinance is adopted and transmitted to the Florida Department of Commerce.

The GMP amendment requested is approximately ±8.24 acres and is located on the southwest quadrant of Tamiami Trail East (U.S. 41) and Myrtle Lane in Township 50, Section 29, and Range 29, Collier County, Florida. This petition seeks to amend the Future Land Use Element (FLUE) and Map. The proposed Subdistrict text, as recommended for approval by the Collier County Planning Commission (CCPC), is found in the proposed Ordinance's Exhibit "A."

The process for adoption of a small-scale comprehensive plan amendment requires (in part) the following statutory standards be met [followed by staff analysis in bracketed and italicized text].

(1) A small-scale development amendment may be adopted under the following conditions:

(a) The proposed amendment involves a use of 50 acres or fewer. [*The proposed amendment pertains to an 8.24-acre property.*]

(b) The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan but only proposes a land-use change to the future land-use map for a site-specific small-scale development activity. However, text changes that relate directly to and are adopted simultaneously with the small-scale future land use map amendment shall be permissible under this section. [*This amendment is for a site-specific Future Land Use Map change and directly related text changes.]*

(c) The property that is the subject of the proposed amendment is not located within an area of critical state concern unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004 (3) and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1). [*The subject property is not within an Area of Critical* State Concern.]

4) Comprehensive plans may only be amended in such a way as to preserve the internal consistency of the plan pursuant to s. 163.3177. [*Internal consistency will be maintained between and among elements if the amendment is approved.]*

Based on the review of this small-scale GMP amendment petition, including the supporting data and analysis, staff makes the following findings and conclusions: The purpose of this GMPA and companion PUDZ zoning petition is for a maximum of 200,000 square feet of gross leasable area of self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of other commercial uses intended for the operation of a U-Haul Smart Mobility Center.

- There are no adverse environmental impacts
- No historical or archaeological sites are affected by this amendment.
- There are no concerns about impacts on other public infrastructure.
- The use is generally compatible with surrounding development based upon the high-level review conducted for a GMP amendment.

The documents provided for the amendment support the proposed changes to the FLUE and map. The CCPC Staff Report provides a complete staff analysis of this petition.

THE COLLIER COUNTY PLANNING COMMISSION (CCPC): The CCPC heard Petition PL20230016211, the 5396 Myrtle Lane Commercial Subdistrict, on November 21, 2024, and voted 6-1 to forward this petition to the Board with a recommendation of approval. The dissenting CCPC position was due to the concerns of the residents, doubt that the project is an asset to the area, and concern with the unchecked spread of storage facilities.

FISCAL IMPACT: The cost to process, review, and advertise this petition was borne by the petitioner via application and advertisement fees. Therefore, there are no fiscal impacts to Collier County as a result of the adoption of this amendment.

GROWTH MANAGEMENT IMPACT: Adoption of the proposed amendment by the Board for transmittal to the Florida Department of Commerce (Florida Commerce) will commence the thirty-day (30) challenge period for any affected person. Provided the small-scale development amendment is not challenged, it shall become effective thirty-one (31) days after receipt by Florida Commerce.

LEGAL CONSIDERATIONS: This Growth Management Plan (GMP) amendment is authorized and subject to the procedures established in Chapter 163, Part II, Florida Statutes, The Community Planning Act, and Collier County Resolution No. 12-234, as amended. The Board should consider the following criteria in making its decision: "Plan amendments shall be based on relevant and appropriate data and an analysis by the local government that may include but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue." Section 163.3177(1)(f), Florida Statutes. In addition, Section 163.3177(6)(a)2, Florida Statutes, provides that FLUE plan amendments shall be based on surveys, studies, and data regarding the area, as applicable, including:

a. The amount of land required to accommodate anticipated growth.
b. The projected permanent and seasonal population of the area.
c. The character of undeveloped land.
d. The availability of water supplies, public facilities, and services.
e. The need for redevelopment, including the renewal of blighted areas and the elimination of non-conforming uses, is inconsistent with the community's character.
f. The compatibility of uses on lands adjacent to or closely proximate to military installations.
g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.
h. The need to modify land uses and development patterns with antiquated subdivisions.
i. The discouragement of urban sprawl.
j. The need for job creation, capital investment, and economic development that will strengthen and diversify

the community's economy.

FLUE map amendments shall also be based upon the following analysis per Section 163.3177(6)(a)8.:

a. An analysis of the availability of facilities and services.
b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section. This item is approved as to form and legality. It requires an affirmative vote of four for approval because this is an adoption hearing. -HFAC

RECOMMENDATIONS:
To approve Petition GMPA - PL20230016211, creating a new subdistrict to be named the 5396 Myrtle Lane Commercial Subdistrict.

PREPARED BY: Parker Klopf, Planner III, Zoning Division

ATTACHMENTS:
1. Ordinance - 010725
2. Uhaul Exec summary
3. Staff Report CCPC PL20230016211
4. PL20230016211 CCPC Backup
5. Needs Analysis
6. smart mobility center
7. opposition emails
8. Jay Shehadeh 24-01-07 Draft of Letter to the County
9. legal ad - agenda IDs 24-2246 & 24-2256 - 5396 Myrtle Ln GMPA & PUDR PL20230016211 & PL20230016212

ORDINANCE NO. 2025- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS AMENDING ORDINANCE 89-05, AS AMENDED, THE COLLIER COUNTY GROWTH MANAGEMENT PLAN, SPECIFICALLY AMENDING THE FUTURE LAND USE ELEMENT AND MAPS TO CHANGE THE LAND USE DESIGNATION OF PROPERTY FROM URBAN, MIXED USE DISTRICT, URBAN COASTAL FRINGE SUBDISTRICT TO URBAN COMMERCIAL DISTRICT, 5396 MYRTLE LANE COMMERCIAL SUBDISTRICT TO ALLOW DEVELOPMENT OF UP TO 200,000 SQUARE FEET OF GROSS FLOOR AREA OF INDOOR SELF-STORAGE/WAREHOUSE AND UP TO 3,000 SQUARE FEET OF GROSS FLOOR AREA OF OTHER COMMERCIAL USES, AND FURTHERMORE DIRECTING TRANSMITTAL OF THE ADOPTION AMENDMENT TO THE FLORIDA DEPARTMENT OF COMMERCE. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTHWEST QUADRANT OF TAMIAMI TRAIL EAST AND MYRTLE LANE, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, CONSISTING OF 8.24± ACRES. [PL20230016211]

WHEREAS, Collier County, pursuant to Section 163.3161, et. seq., Florida Statutes, the Community Planning Act, formerly the Florida Local Government Comprehensive Planning and Land Development Regulation Act, was required to prepare and adopt a comprehensive plan; and

WHEREAS, the Collier County Board of County Commissioners adopted the Collier County Growth Management Plan on January 10, 1989; and

WHEREAS, the Community Planning Act of 2011 provides authority for local governments to amend their respective comprehensive plans and outlines certain procedures to amend adopted comprehensive plans; and

WHEREAS, Metropolitan Naples, LLC requested an amendment to the Future Land Use Element; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, this amendment is considered a Small-Scale Amendment; and

WHEREAS, the Subdistrict property is not located in an area of critical state concern or a rural area of opportunity; and

WHEREAS, the Collier County Planning Commission (CCPC) on _____ considered the proposed amendment to the Growth Management Plan and recommended approval of said amendment to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Collier County did take action in the manner prescribed by law and held public hearings concerning the proposed adoption of the amendment to the Future Land Use Element of the Growth Management Plan on _____; and

WHEREAS, all applicable substantive and procedural requirements of the law have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA that:

SECTION ONE: ADOPTION OF AMENDMENTS TO THE GROWTH MANAGEMENT PLAN

The Board of County Commissioners hereby adopts this small-scale amendment to the Future Land Use Element in accordance with Section 163.3184, Florida Statutes. The text and map amendment are attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION TWO: SEVERABILITY.

If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION THREE: EFFECTIVE DATE.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after Board adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before it has become effective.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida this _____ day of _____ 2025.

ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____ HFAC 1-7-25
Heidi Ashton-Cicko
Managing Assistant County Attorney

Attachment: Exhibit A – Text and Map

Exhibit A

FUTURE LAND USE ELEMENT

*** *** *** *** *** *** *** *** *** *** *** *** ***

*** FUTURE LAND USE MAP SERIES**

*** *** *** *** *** *** *** *** *** *** *** *** ***

* Belle Meade Hydrologic Enhancement Overlay Map
* 5396 Myrtle Lane Commercial Subdistrict

*** *** *** *** *** *** *** *** *** *** *** *** ***

Policy 1.5
The URBAN Future Land Use Designation shall include Future Land Use Districts and Subdistricts for:

*** *** *** *** *** *** *** *** *** *** *** *** ***

C. URBAN – COMMERCIAL DISTRICT

1. Mixed Use Activity Center Subdistrict

*** *** *** *** *** *** *** *** *** *** *** *** ***

21. 5396 Myrtle Lane Commercial Subdistrict

*** *** *** *** *** *** *** *** *** *** *** *** ***

C. Urban Commercial District

*** *** *** *** *** *** *** *** *** *** *** *** ***

1. Mixed Use Activity Center Subdistrict

*** *** *** *** *** *** *** *** *** *** *** *** ***

22. 5396 Myrtle Lane Commercial Subdistrict

This Subdistrict is approximately 8.24 acres in size and is located on the southwest quadrant of Tamiami Trail East (U.S. 41) and Myrtle Lane as depicted on the 5396 Myrtle Lane Subdistrict Map. The purpose of this Subdistrict is to provide commercial land uses. Development within the Subdistrict shall be subject to the following:

a. All development within this Subdistrict shall be rezoned to a Planned Unit Development (PUD).

b. The PUD Ordinance must include development standards and buffers to ensure compatibility with surrounding properties.

c. A maximum of 200,000 square feet of gross floor area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross floor area of other commercial uses shall be permitted

within the Subdistrict.

d. Allowable uses shall be limited to:

1. Uses permitted by right in the C-1 through C-3 Zoning Districts
2. Automotive rental and leasing (7513 and 7519)
3. Indoor storage, including cube storage and moving supplies sales (4225 and 4226)
4. Outdoor equipment rental and leasing (7359)

*** *** *** *** *** *** *** *** *** *** *** *** ***

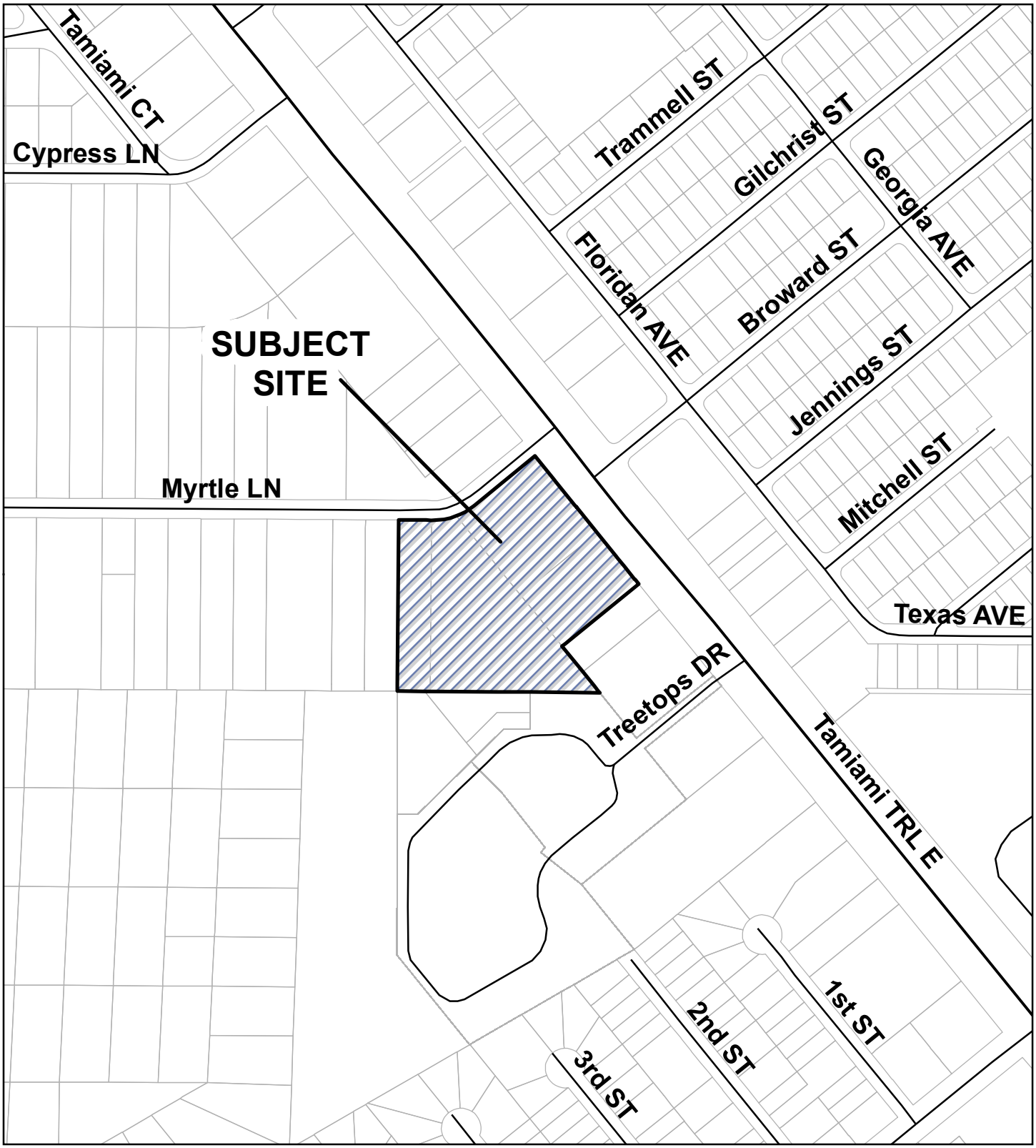
FUTURE LAND USE MAP SERIES

*** *** *** *** *** *** *** *** *** *** *** *** ***

Airport Carlisle Mixed Use Subdistrict Map
5396 Myrtle Lane Commercial Subdistrict

DRAFT 5396 MYRTLE LANE COMMERCIAL SUBDISTRICT

COLLIER COUNTY, FLORIDA



ADOPTED - XXXX (Ord. No. XXX)

0 175 350 700 Feet

N

LEGEND

5396 Myrtle Lane Commercial Subdistrict

CAO

R 25 E | R 26 E | R 27 E | R 28 E | R 29 E | R 30 E | R 31 E | R 32 E | R 33 E | R 34 E

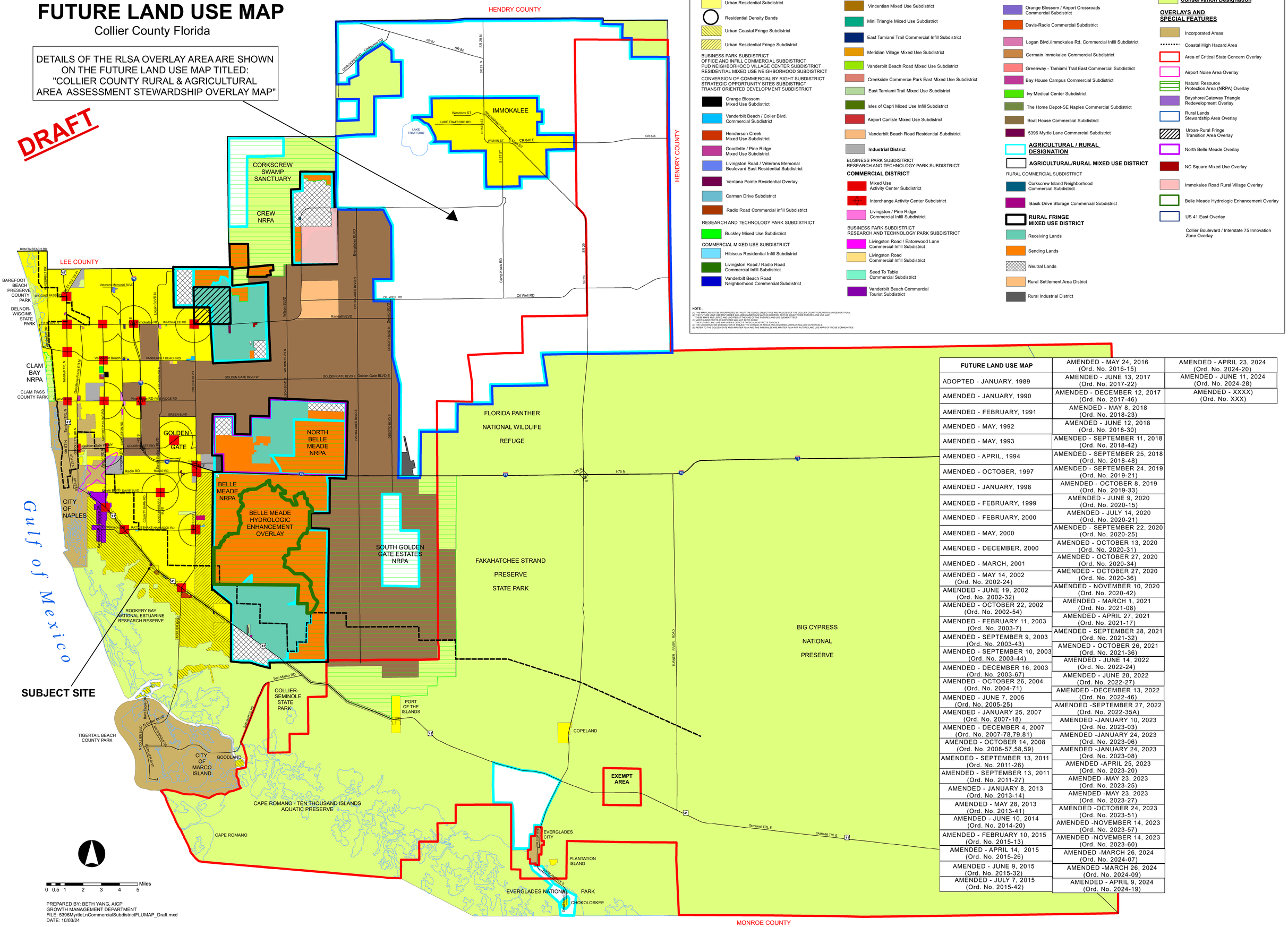
T 46 S | T 47 S | T 48 S | T 49 S | T 50 S | T 51 S | T 52 S | T 53 S

2024-2050
FUTURE LAND USE MAP

Collier County Florida

DETAILS OF THE RLSA OVERLAY AREA ARE SHOWN ON THE FUTURE LAND USE MAP TITLED: "COLLIER COUNTY RURAL & AGRICULTURAL AREA ASSESSMENT STEWARDSHIP OVERLAY MAP"

DRAFT


HENDRY COUNTY
LEE COUNTY
MONROE COUNTY
IMMOKALEE
LAKE TRAFFORD
CORKSCREW SWAMP SANCTUARY
CREW NRPA
NORTH BELLE MEADE NRPA
BELLE MEADE NRPA
BELLE MEADE HYDROLOGIC ENHANCEMENT OVERLAY
SOUTH GOLDEN GATE ESTATES NRPA
GOLDEN GATE
CITY OF NAPLES
CLAM BAY NRPA
CLAM PASS COUNTY PARK
BAREFOOT BEACH PRESERVE COUNTY PARK
DELNOR-WIGGINS STATE PARK
ROOKERY BAY NATIONAL ESTUARINE RESEARCH RESERVE
TIGERTAIL BEACH COUNTY PARK
CITY OF MARCO ISLAND
GOODLAND
COLLIER-SEMINOLE STATE PARK
PORT OF THE ISLANDS
COPELAND
FAKAHATCHEE STRAND PRESERVE STATE PARK
FLORIDA PANTHER NATIONAL WILDLIFE REFUGE
BIG CYPRESS NATIONAL PRESERVE
CAPE ROMANO - TEN THOUSAND ISLANDS AQUATIC PRESERVE
CAPE ROMANO
EXEMPT AREA
EVERGLADES CITY
PLANTATION ISLAND
EVERGLADES NATIONAL PARK
CHOKOLOSKEE
Gulf of Mexico
SUBJECT SITE
Corkscrew Rd
SR 82
SR 29 N
Westclox ST
LAKE TRAFFORD RD
N 1ST ST
W MAIN ST
S 1ST ST
CR 846 E
CR 846
Camp Keais RD
SR 29
OIL WELL RD
Everglades BLVD
Everglades BLVD N
Wilson BLVD
Randall BLVD
Immokalee RD
IMMOKALEE RD
Logan BLVD N
Veterans Memorial BLVD
Desoto BLVD N
Desoto BLVD S
Collier BLVD
GOLDEN GATE BLVD W
GOLDEN GATE BLVD E
Golden Gate BLVD E
Golden Gate PKWY
Pine Ridge RD
PINE RIDGE RD
GREEN BLVD
Radio RD
Davis BLVD
Airport Rd
Vanderbilt Beach RD
VANDERBILT BEACH RD
Bonita Beach RD
BONITA BEACH RD
Tamiami TRL N
Tamiami TRL E
TAMIAMI TRL E
I-75 N
I-75
San Marco RD
N Collier BLVD
S Collier BLVD
Bald Eagle Dr
Goodland Rd
Goodlette Frank RD N
Airport Pulling RD N
Immokalee Rd
Oil Well Rd
Camp Keais Rd
Corkscrew Rd
Lake Trafford Rd
Radio Rd
Davis Blvd
Golden Gate Pkwy
Pine Ridge Rd
Vanderbilt Beach Rd
Bonita Beach Rd
Tamiami Trl E
Tamiami Trl N
Tamiami Trl S
Turner River Road
Collier Blvd
Wilson Blvd
Desoto Blvd S
Everglades Blvd
Everglades Blvd N
Immokalee Rd
Logan Blvd N
Veterans Memorial Blvd
Golden Gate Blvd E
Golden Gate Blvd W
Golden Gate Pkwy
Pine Ridge Rd
Green Blvd
Radio Rd
Davis Blvd
Airport

EXECUTIVE SUMMARY

This item requires ex parte disclosure to be provided by the Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve an amending the Collier County Growth Management Plan to create the 5396 Myrtle Lane Commercial Subdistrict to allow development of up to 200,000 square feet of gross floor area of indoor self-storage/warehouse and up to 3,000 square feet of gross floor area of other commercial uses The subject property is located on the southwest quadrant of Tamiami Trail East and Myrtle Lane, in Section 29, Township 50 South, Range 26 East, Collier County, Florida, consisting of ±8.24 Acres. (Companion to PUDZ- PL20230016212 and Vacation petition PL20240005670) [PL20230016211]

OBJECTIVE: To have the Board of County Commissioners (Board) approve (adopt) the proposed small-scale Growth Management Plan (GMP) amendment to create a new subdistrict called the 5396 Myrtle Lane Commercial Subdistrict that will provide lands for a maximum of 200,000 square feet of gross leasable area of self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of other commercial uses intended for the operation of a U-Haul Smart Mobility Center.

CONSIDERATIONS: The subject petition is submitted as a small-scale comprehensive plan amendment (a/k/a Growth Management Plan Amendment - GMPA). As such, per Florida Statutes, the request is heard once only by the Collier County Planning Commission (CCPC) and the Board. If approved by the Board, the petition's proposed ordinance is adopted and transmitted to the Florida Department of Commerce.

The GMP amendment requested is approximately ±8.24 acres and is located on the southwest quadrant of Tamiami Trail East (U.S. 41) and Myrtle Lane in Township 50, Section 29, and Range 29, Collier County, Florida. This petition seeks to amend the Future Land Use Element (FLUE) and Map. The proposed Subdistrict text, as recommended for approval by the Collier County Planning Commission (CCPC), is in found in the proposed Ordinance's Exhibit "A."

The process for adoption of a small-scale comprehensive plan amendment requires (in part) the following statutory standards be met [followed by staff analysis in bracketed and italicized text].

(1) A small-scale development amendment may be adopted under the following conditions:

(a) The proposed amendment involves a use of 50 acres or fewer. *[The proposed amendment pertains to a 8.24-acre property.]*

(b) The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan but only proposes a land-use change to the future land-use map for a site-specific small-scale development activity. However, text changes that relate directly to and are adopted simultaneously with the small-scale future land use map amendment shall be permissible under this section. *[This amendment is for a site-specific Future Land Use Map change and directly related text changes.]*

(c) The property that is the subject of the proposed amendment is not located within an area of critical state concern unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004 (3) and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1). [*The subject property is not within an Area of Critical State Concern.*]

(4) Comprehensive plans may only be amended in such a way as to preserve the internal consistency of the plan pursuant to s. 163.3177. *[Internal consistency will be maintained between and among elements if the amendment is approved.]*

Based on the review of this small-scale GMP amendment petition, including the supporting data and analysis, staff makes the following findings and conclusions:

- The purpose of this GMPA and companion PUDZ zoning petition for a maximum of 200,000 square feet of gross leasable area of self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of other commercial uses intended for the operation of a U-Haul Smart Mobility Center.
- There are no adverse environmental impacts
- No historical or archaeological sites are affected by this amendment.
- There are no concerns about impacts on other public infrastructure.
- The use is generally compatible with surrounding development based upon the high-level review conducted for a GMP amendment.

The documents provided for the amendment support the proposed changes to the FLUE and map. The complete staff analysis of this petition is provided in the CCPC Staff Report.

FISCAL IMPACT: The cost to process, review, and advertise this petition was borne by the petitioner via application and advertisement fees. Therefore, there are no fiscal impacts to Collier County as a result of the adoption of this amendment.

GROWTH MANAGEMENT IMPACT: Adoption of the proposed amendment by the Board for transmittal to the Florida Department of Commerce (Florida Commerce) will commence the thirty-day (30) challenge period for any affected person. Provided the small-scale development amendment is not challenged, it shall become effective thirty-one (31) days after receipt by Florida Commerce.

LEGAL CONSIDERATIONS: This Growth Management Plan (GMP) amendment is authorized and subject to the procedures established in Chapter 163, Part II, Florida Statutes, The Community Planning Act, and Collier County Resolution No. 12-234, as amended. The Board should consider the following criteria in making its decision: "Plan amendments shall be based on relevant and appropriate data and an analysis by the local government that may include but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue." Section 163.3177(1)(f), Florida Statutes. In addition, Section 163.3177(6)(a)2, Florida Statutes, provides that FLUE plan amendments shall be based on surveys, studies, and data regarding the area, as applicable, including:

a. The amount of land required to accommodate anticipated growth.

b. The projected permanent and seasonal population of the area.

c. The character of undeveloped land.

d. The availability of water supplies, public facilities, and services.

e. The need for redevelopment, including the renewal of blighted areas and the elimination of non-conforming uses inconsistent with the community's character.

f. The compatibility of uses on lands adjacent to or closely proximate to military installations.

g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.

h. The need to modify land uses and development patterns with antiquated subdivisions.

i. The discouragement of urban sprawl.

j. The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.

FLUE map amendments shall also be based upon the following analysis per Section 163.3177(6)(a)8.:

a. An analysis of the availability of facilities and services.

b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

This item is approved as to form and legality. It requires an affirmative vote of four for approval because this is an adoption hearing. -HFAC

STAFF RECOMMENDATION TO THE COLLIER COUNTY PLANNING COMMISSION: Have CCPC forward petition PL20230016211 to the Board with a recommendation of approval.

COLLIER COUNTY PLANNING COMMISSION RECOMMENDATION: The CCPC heard Petition PL20230016211, the 5396 Myrtle Lane Commercial Subdistrict, on November 21, 2024, and voted 6-1 to forward this petition to the Board with a recommendation of approval. The dissenting CCPC position was due to the concerns of the residents, doubt that the project is an asset to the area, and concern with the unchecked spread of storage facilities.

RECOMMENDATION: To approve and adopt the proposed ordinance and its transmittal to the Florida Department of Commerce and other statutorily required agencies.

Prepared by: Parker Klopf, Planner III, Zoning Division

STAFF REPORT

COLLIER COUNTY PLANNING COMMISSION

FROM: GROWTH MANAGEMENT DEPARTMENT, ZONING DIVISION, COMPREHENSIVE PLANNING SECTION

HEARING DATE: NOVEMBER 21, 2024

SUBJECT: PETITION PL20230016211/SMALL SCALE GROWTH MANAGEMENT PLAN AMENDMENT FOR THE 5396 MYRTLE COMMERCIAL SUBDISRICT (Companion to PUDZ- PL20230016212)

ELEMENTS: FUTURE LAND USE ELEMENT (FLUE)

AGENT/APPLICANT:

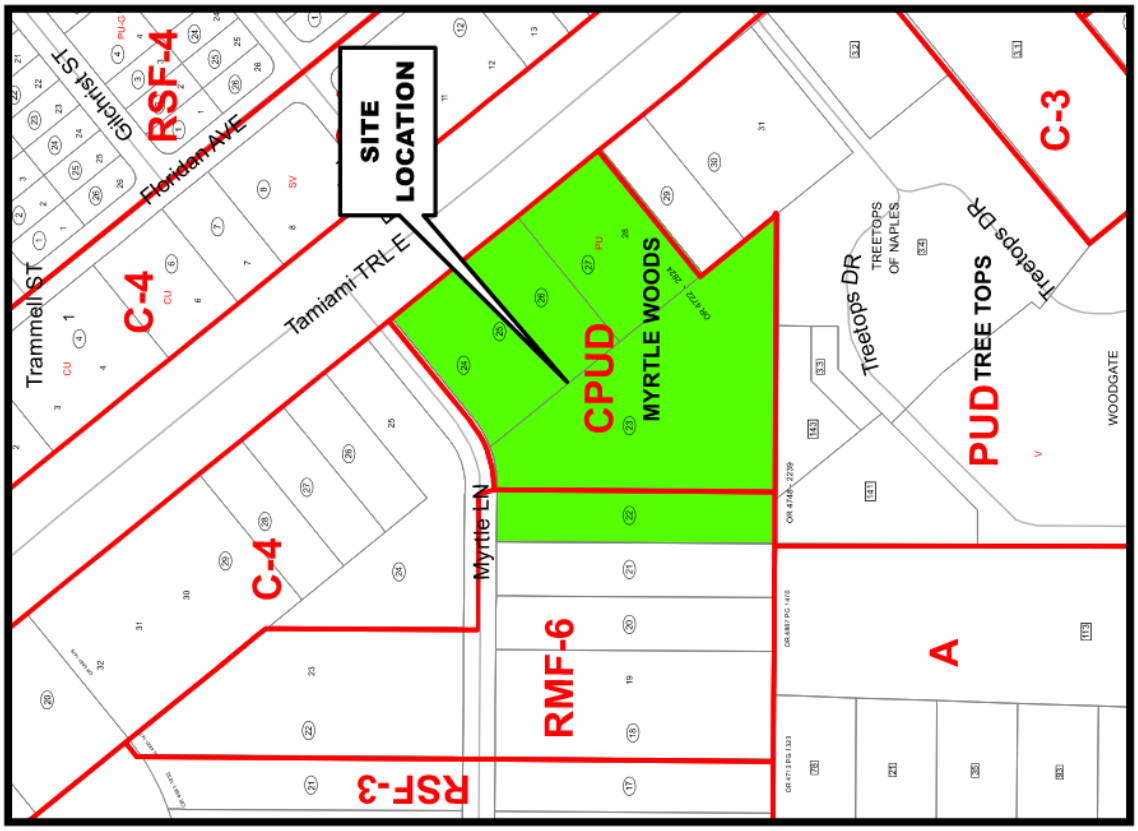
Agent:
D. Wayne Arnold, AICP
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

Applicant:
Metropolitan Naples, LLC
1500 Fifth Ave. S. Suite 106
Naples, FL 34102

Owner:
KC Naples Tamiami LLC
101 N Wacker Dr. #611
Chicago, IL 60606

GEOGRAPHIC LOCATION:
The subject property comprises ± 8.24 acres in size and is located on the southwest quadrant of Tamiami Trail East (U.S. 41) and Myrtle Lane in Township 50, Section 29, and Range 29.





Zoning Map



Location Map

Petition Number: PL20230016211

REQUESTED ACTION:

The applicant proposes a small-scale Comprehensive Plan amendment to the Future Land Use Element (FLUE), specifically to create a new subdistrict called the 5396 Myrtle Lane Commercial Subdistrict that will provide lands for a maximum of 200,000 square feet of gross leasable area of self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of other commercial uses intended for the operation of a U-Haul Smart Mobility Center.

EXISTING CONDITIONS:

Subject Property: The ±8.24-acre subject site is currently vacant and designated on the Future Land Use Map (FLUM) as Urban, Urban Mixed-Use District, Urban Coastal Fringe Subdistrict. The purpose of this Subdistrict is to provide transitional densities between the Conservation designated area (primarily located to the south of the Subdistrict) and the remainder of the Urban designated area (primarily located to the north of the Subdistrict). The subject property consists of the entirety of the Myrtle Woods PUD which was originally approved back in 1981 and amended to its current allowances by Ord. 08-09 but never developed and approximately 1.2 acres of residential multi-family (RMF-6) zoned property.

Surrounding Lands:

North: Future Land Use Designation; Urban Coastal Fringe. Zoned; Residential Multi-Family (RMF-6)/ General Commercial District (C-4). Land Use; Single-family Residential/ vacant commercial.

East: Future Land Use Designation; Urban Coastal Fringe. Zoned; Tree Tops MPUD. Land Use; Self Storage.

South: Future Land Use Designation; Urban Coastal Fringe. Zoned; Tree Tops MPUD. Land Use; Multi-family Residential

West: Future Land Use Designation; Urban Coastal Fringe. Zoned; Residential Multi-Family (RMF-6). Land Use; Single Family Residential

In summary, the existing and planned land uses in the larger surrounding area are primarily multi-family and low-density single-family residences.

BACKGROUND AND ANALYSIS:

U-Haul currently has its main Naples location at just east of the City of Naples jurisdictional boundary at 2001 Tamiami Trail E. (US-41). This property was developed in the 1980's on ±0.56-acre lot to serve the residents of the City of Naples and greater Collier County. As stated in the needs analysis U-Haul has outgrown there existing location on US 41 and does not have the ability to redevelop the existing site to fit the needs of the growing community or their needs thus U-Haul has the need to find a new location to be able to provide the community with better access to their services.

The proposed subdistrict is ±8.24-acre and is located at the southeastern corner of US-41 and Myrtle Ln. According to the Future Land Use Map this property is located within the Urban Coastal Fringe subdistrict as well as Community Center #3 of the US 41 East Overlay as established by the East Naples Community Development Plan (ENCDP). According to the current zoning map this is the location of the Myrtle Woods PUD which was originally approved back in 1981 and amended to its current allowances by Ord. 08-09 to allow Commercial Professional and General Office uses (C-1) to Commercial Intermediate uses (C-3). The proposed Growth Management Plan Amendment also includes ±1.2 acres of residential multifamily (RMF-6) zoned property on the western edge of the property. Both of these properties were determined to be Consistent by Policy through the Zoning Reevaluation Ordinance No. 90-23. This section of the Future Land Use Element (FLUE) states that where such properties were determined, through implementation of that Ordinance, to be "improved property", as defined in that Ordinance, the zoning on said

properties shall be deemed consistent with the Future Land Use Element and those properties have been identified on the Future Land Use Map Series as Properties Consistent by Policy.

The purpose of the Urban Coastal Fringe Subdistrict is to provide transitional residential densities between the Conservation designated area (primarily located to the south of the Subdistrict) and the remainder of the Urban designated area (primarily located to the north of the Subdistrict) except where properties have been deemed "consistent by policy". The ENCDP was developed by the community through a series of public meetings and surveys and reflects the overall vision of the community; the Board of County Commissioners accepted the ENCDP in October 2020. The ENCDP promotes the strategic placement of land uses to enhance the community's sense of place and provides guidance for future development and redevelopment for employment, leisure, dining, and shopping opportunities to meet the growing needs of the community. The community worked with County staff and a consultant to develop a FLUE overlay and a zoning overlay for the US 41 East corridor to implement the ENCDP for that area. The FLUE overlay allows moderate to low intensity mixed use development, commercial development, residential development, hotel/motel uses at a maximum density of 26 units per acre, and certain economic development uses; the Board of County Commissioners adopted the FLUE overlay in November 2023. The proposed *draft* zoning overlay establishes development standards, design standards, and spacing criteria for commercial uses. The *draft* zoning overlay has not yet been reviewed or adopted by the BCC due to a State legislative preemption that prohibits a county or municipality from adopting more restrictive regulations in their comprehensive plan and land development code (LDC) until Oct. 1, 2026. However, applicants that submit certain land use petitions (rezone, conditional use, GMP amendment) are encouraged to incorporate, where practicable, the proposed standards and spacing criteria contained in the *draft* zoning overlay.

The ENCDP identifies self-storage warehousing and outdoor storage uses – including equipment, boat storage, etc. – as undesirable uses, and discourages the development of these heavy commercial uses along the US 41 East corridor. However, the proposed *draft* US 41 EZO recognizes private property rights and the desire of property owners to develop their commercial property. Therefore, the *draft* zoning overlay includes specific criteria for developing these commercial land uses, including a distance separation from a like use (1/4 mile), providing enhanced buffering with native canopy trees along the roadway frontage and adjacent lots, increasing setbacks from adjacent property lines, limiting parking in front of the buildings to a maximum of one double loaded drive aisle, and, limiting the height and location of outdoor storage to the rear and side yards of the property.

It is the opinion of staff that U-Haul is considered to be an integral part of most communities as they provide anyone the ability to rent vehicles/trailers to move most anything needed as well as providing storage options and other moving related items. The location of the proposed new development will consist of what U-Haul designates as a one stop shop "smart Mobility Center" that is intended to provide more services than the existing undersized facility as well as better access to the community. In their search for a more appropriate location to handle the proposed "Smart Mobility Center" U-Haul has identified this property as the most appropriate for them to be able to provide their services to the residents of Naples and greater Collier County. This request to change the Future Land Use designation and zoning was made specifically to allow the rental of trucks/trailers, Mini warehousing self-storage, propane sales, electric vehicle charging and related retail sales of moving supplies.

The applicant provided a needs analysis for their proposed use which includes population growth demographics for a 1-to-5-mile radius from the subject property as well as Collier County as a whole. Within this analysis the applicant identified a need for additional self-storage space as well as increased need for truck and trailer rental by identifying a 12.5% increase in population within a 3-mile radius area and an overall county wide population increase of 7.3% by 2027. Furthermore, the applicant identified the other existing and approved but unconstructed facilities within the study area. The applicant also identified the Market Area Propensity (MAP) for the

proposed self-storage use within the 3-mile market area. Two storage competitors are of a newer type storage with 100% climate- controlled storage facility and the other two competitors include older model storage with climate and non-climate storage. This shows that trend in the industry that that storage has changed from a drive- up industrial use to climate controlled commercial use. Based on the information provided a MAP of 10.90 indicates U-Haul is underserving the community based on the number of locations, storage NRSF available, and population within the area. The car condos identified in the need analysis have the same zoning classification as self-storage however are not considered to be a limiting factor for new self-storage as their use is limited to storage of vehicles not personal possessions.

5396 Myrtle Lane, Naples FL Competitors 3 Miles
Marketing Area Propensity Calculation

Storage Facility	Approximate Sq Foot		
	Climate	None Climate	Total Sq ft
Cube Smart 11400 Tamiami Trail E Naples FL 34113	56,000	24,000	80,000
Public Storage 13191 Tamiami Trail E Naples FL 34114	105,000	0	105,000
Midgard Self Storage 6810 Collier Blvd Naples FL 34114 (formaly known as Storesmart)	35,000	15,000	50000
Extra Space Storage 7391 Rattlesnake Hammock RD Naples FL 34113	70,000	0	70,000
Proposed U-Haul Myrtle Lane Naples FL 34113	102,000	0	102,000
Total	333,000	39,000	372,000

305,000 Sq Ft of Competitor Storage plus 102,000 Proposed U-Haul = 407,000 Sq Ft of storage in 3 miles
Population in 3 miles = 41,000
Storage Facilities in 3 miles = 4
Ave Sq Ft of 4 Storage Facilities=76,250
4x76,250= 305,000 + 102,000 = 407,000 Divided by 41,000 population = 10.90 MAP

Comprehensive Planning Staff believe that the petitioner has provided appropriate and relevant data and analysis to address the statutory requirements for a Plan Amendment identified below. Though the inclusion of heavier commercial uses within the proposed subdistrict is inconsistent with the urban coastal fringe subdistrict as well as the US 41 East Overlay, staff agrees that there is a need for self-storage and truck rental uses within Collier County to serve existing and future residents of Collier County. Furthermore, the proposed facility is compatible with the adjacent and entitled self-storage/commercial uses and appropriate buffers have been provided to nearby residentially zoned properties. Comprehensive Planning Staff finds that the creation of the proposed subdistrict on the property to allow the uses identified within the subdistrict language to be consistent with the goals and policies of the Growth Management Plan as well as the Florida state statues listed below.

CRITERIA FOR GMP AMENDMENTS FLORIDA STATUTES:

Data and analysis requirements for comprehensive plans and plan amendments are noted in Chapter 163, F.S., specifically as listed below.

Section 163.3177(1)(f), Florida Statutes:

(f) All mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

1. Surveys, studies, and data utilized in the preparation of the comprehensive plan may not be deemed a part of the comprehensive plan unless adopted as a part of it. Copies of such studies, surveys, data, and supporting documents for proposed plans and plan amendments shall be made available for public inspection, and copies of such plans shall be made available to the public upon payment of reasonable charges for reproduction. Support data or summaries are not subject to the compliance review process, but the

comprehensive plan must be clearly based on appropriate data. Support data or summaries may be used to aid in the determination of compliance and consistency.

2. Data must be taken from professionally accepted sources. The application of a methodology utilized in data collection or whether a particular methodology is professionally accepted may be evaluated. However, the evaluation may not include whether one accepted methodology is better than another. Original data collection by local governments is not required. However, local governments may use original data so long as methodologies are professionally accepted.

3. The comprehensive plan shall be based upon permanent and seasonal population estimates and projections, which shall either be those published by the Office of Economic and Demographic Research or generated by the local government based upon a professionally acceptable methodology. The plan must be based on at least the minimum amount of land required to accommodate the medium projections as published by the Office of Economic and Demographic Research for at least a 10-year planning period unless otherwise limited under s. 380.05, including related rules of the Administration Commission. Absent physical limitations on population growth, population projections for each municipality, and the unincorporated area within a county must, at a minimum, be reflective of each area's proportional share of the total county population and the total county population growth.

Section 163.3177(6)(a)2. Florida Statutes:

2. The future land use plan and *plan amendments* shall be based upon surveys, studies, and data regarding the area, as applicable, including:

   a. The amount of land required to accommodate anticipated growth.

   b. The projected permanent and seasonal population of the area.

   c. The character of undeveloped land.

   d. The availability of water supplies, public facilities, and services.

   e. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.

   f. The compatibility of uses on lands adjacent to or closely proximate to military installations.

   g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.

   h. The discouragement of urban sprawl.

   i. The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.

   j. The need to modify land uses and development patterns within antiquated subdivisions.

Section 163.3177(6)(a)8. Florida Statutes:

(a) A future land use plan element designating proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public facilities, and other categories of the public and private uses of land. The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category.

The element shall establish the long-term end toward which land use programs and activities are ultimately directed.

8. Future land use map amendments shall be based upon the following analyses:
   a. An analysis of the availability of facilities and services.
   b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
   c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

Section 163.3187 Florida Statutes: [qualifications to follow the small-scale GMPA process] Process for adoption of small-scale comprehensive plan amendment.

(1) A small-scale development amendment may be adopted under the following conditions:

(a) The proposed amendment involves a use of 50 acres or fewer. *[The subject site comprises 8.24± acres.]*

(b) The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to and are adopted simultaneously with the small-scale future land use map amendment shall be permissible under this section. *[This amendment does include a text change to the Comprehensive Plan and those text changes are directly related to the proposed future land use map amendment.]*

(c) The property that is the subject of the proposed amendment is not located within an area of critical state concern unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3) and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1). *[The subject property is not located within an Area of Critical State Concern.]*

(4) Comprehensive plans may only be amended in such a way as to preserve the internal consistency of the plan pursuant to s. 163.3177. Corrections, updates, or modifications of current costs which were set out as part of the comprehensive plan shall not, for the purposes of this act, be deemed to be amendments. *[This amendment preserves the internal consistency of the plan and is not a correction, update, or modification of current costs that were set out as part of the comprehensive plan.]*

NEIGHBORHOOD INFORMATION MEETING (NIM) NOTES:

The Applicant conducted a NIM on May 6, 2024, at the South Regional Library Meeting Room, 8065 Lely Cultural Parkway, Naples, FL. The meeting commenced at approximately 5:30 p.m. and ended at 6:04 p.m. Approximately 15-20 people were in attendance and approximately 2 participants via ZOOM.

The applicant's agent explained the request for the proposed PUD Rezone and companion Growth Management Plan amendment to allow for the proposed uses. Concerns were raised about existing flooding conditions, traffic on Myrtle Lane, access to the signalized intersection on Tamiami Trail, and comments that the project is out of scale with the needs of the community. A copy of the NIM materials is included in attachments.

FINDINGS AND CONCLUSIONS:

- There is need for rental trucks/trailers within all residential markets, storage of residential goods, propane sales, and related business services that will strengthen and diversify the community's economy in this area.
- The proposed use is comparable and compatible with surrounding uses.
- County water and wastewater service is available to the site.
- Transportation system impacts have not been identified with this petition.

Environmental Findings:

The subject property is 8.24 acres. This property has been historically cleared and was field verified by staff. This is the location of the Myrtle Woods PUD which was originally approved back in 1981 and amended to its current allowances by Ord. 08-09 to allow Commercial Professional and General Office uses (C-1) to Commercial Intermediate uses (C-3) as well as 1.2 acres of residential multifamily (RMF-6) zoned property on the western edge of the property.

The proposed GMP amendment will not affect the requirements of the Conservation and Coastal Management Element (CCME) of the GMP. There is no preservation required native vegetation or listed species present on-site; therefore, the petition meets the requirements of CCME Policy 6.1.1, Policy 7.1.1, and section 3.05.07 of the LDC. Environmental Services staff recommends approval.

LEGAL CONSIDERATIONS:

This Staff Report was reviewed by the County Attorney's Office on December 13, 2023. The criteria for GMP amendments to the Future Land Use Element are in Sections 163.3177(1)(f) and 163.3177(6)(a)2, Florida Statutes. The criteria for changes to the Future Land Use Map is in Section 163.3177(6)(a)8, Florida Statutes

STAFF RECOMMENDATION:

Staff recommends approval of the subdistrict as proposed and suggests that the Collier County Planning Commission forward petition PL20230016211 5396 Myrtle Commercial Subdistrict GMPA to the Board of County Commissioners with a recommendation to approve and adopt and transmit to the Florida Department of Commerce and other statutorily required agencies.

NOTE: This petition has been tentatively scheduled for the January 14th, 2025, BCC meeting.

February 28, 2024

Ms. Katherine Eastley
Collier County Growth Management Department
Comprehensive Planning Section
2800 North Horseshoe Drive
Naples, FL 34104

RE: 5396 Myrtle Lane Commercial Subdistrict (PL20230016211), Submittal 1

Dear Ms. Eastley:

Enclosed, please find the application for a proposed small-scale comprehensive plan amendment for an 8.24± acre project located at the southwest corner of Tamiami Trail East (U.S. 41) and Myrtle Lane. The GMPA proposes to modify the FLUE map to add a new subdistrict to allow development of up to of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses.

A companion PUD Rezone application, 5396 Myrtle Lane CPUD (PL20230016212), is being filed along with this petition.

Documents filed with submittal 1 include the following:

1. Cover letter
2. Application
3. Professional Consultants
4. Exhibit B Amended Text
5. Exhibit C Proposed Future Land Use Designation
6. Land Use
7. Future Land Use Designation
8. Environmental
9. Exhibit D Proposed Subdistrict Map
10. Growth Management
11. Needs Analysis
12. Public Facilities
13. Traffic Impact Statement

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 ● Fax. 239-947-0375
EB 0005151 ● LB 0005151 ● LC 26000266
www.gradyminor.com

14. FIRM Map
15. Coastal High hazard Area Map
16. Deed
17. Affidavit of Authorization
18. Addressing Checklist
19. Preapplication Notes

Please feel free to contact me should you have any questions.

Sincerely,



D. Wayne Arnold, AICP

c: Metropolitan Naples, LLC
Richard D. Yovanovich, Esq.
GradyMinor File (MLUHAUL-23)

Collier County
Growth Management
Community Development Department

Need Help?
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Online Payment Guide
E-Permitting Guides

Application to Amend The Growth Management Plan

LDC subsection 10

Chapter 3 of the Administrative Code

The application is to be reviewed by staff for sufficiency within 30 calendar days following the filing deadline. The applicant will be notified, in writing, of the sufficiency determination. If insufficient, the applicant will have 30 days to remedy the deficiencies. For additional information on the processing of the application, see Resolution 12-234. If you have any questions, please contact the Comprehensive Planning Section at 239-252-2400.

APPLICANT CONTACT INFORMATION

Name of Property Owner(s): KC NAPLES TAMIAMI LLC

Name of Applicant if different than owner: Metropolitan Naples, LLC

Address: 1500 Fifth Ave. S., Suite 106 **City:** Naples **State:** FL **ZIP:** 34102

Telephone: 239-405-1704 **Cell:** _____ **Fax:** _____

E-Mail Address: js@reptrs.com

Name of Agent: D. Wayne Arnold, AICP / Richard D. Yovanovich, Esq.

Firm: Q. Grady Minor & Associates, P.A. / Coleman, Yovanovich & Koester, P.A.

Address: 3800 Via Del Rey **City:** Bonita Springs **State:** FL **ZIP:** 34134

Telephone: 239-947-1144 **Cell:** _____ **Fax:** _____

E-Mail Address: warnold@gradyminor.com & sumpenhour@gradyminor.com / ryovanovich@cyklawfirm.com

Name of Owner(s) of Records: KC NAPLES TAMIAMI LLC

Address: 101 N. Wacker Dr., #611 **City:** Chicago **State:** IL **ZIP:** 60606

Telephone: 239-405-1704 **Cell:** _____ **Fax:** _____

E-Mail Address: js@reptrs.com

***On an additional paper include the Name, Company, Address and Qualifications of all consultants and other professionals providing information contained in this application, as well as Qualifications of the Agent identified above**

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DISCLOSURE OF INTEREST INFORMATION

A. If the property is owned fee simple by an INDIVIDUAL, Tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary).

NAME:	**PERCENTAGE OF OWNERSHIP:**
N.A.	

B. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

NAME:	**PERCENTAGE OF OWNERSHIP:**
See Property Ownership Disclosure Form	

C. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest.

NAME:	**PERCENTAGE OF OWNERSHIP:**
N.A.	

D. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners.

NAME:	**PERCENTAGE OF OWNERSHIP:**
N.A.	

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E. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

NAME:	**PERCENTAGE OF OWNERSHIP:**
See Property Ownership Disclosure Form	

DATE OF CONTRACT: _____

F. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

NAME:

_____

_____

_____

G. Date subject property acquired ☑ leased ☐ : 2012, 2018 Term of lease: _____yrs./mos.

If, Petitioner has option to buy, indicate date of option: _____ and date option terminates: _____, or anticipated closing: _____.

NOTE:

H. Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

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DESCRIPTION OF PROPERTY

A. PARCEL I.D. NUMBER: 60780880001, 60780920000, 60780960002 and 60781000000

B. LEGAL DESCRIPTION: *(multi-line, fillable areas will hold as much text as needed)*

Lots 22, 23, 24, 25, 26, 27 and 28, Block A, MYRTLE COVE ACRES, Unit One, according to the Plat thereof, recorded in Plat Book 3, Page 38, of the Public Records of Collier County, Florida.

C. GENERAL LOCATION

5396, 5398 Myrtle Lane. Southwest quadrant of Tamiami Trail East and Myrtle Lane

D. Section: 29 **Township:** 50 **Range:** 26

E. PLANNING COMMUNITY: East Naples **F. TAZ:** 2487

G. SIZE IN ACRES: 8.15+/- **H. ZONING:** Myrtle Woods CPUD and RMF-6

I. FUTURE LAND USE MAP DESIGNATION(S): Urban Designation, Mixed Use District, Urban Coastal Fringe Subdistrict

J. SURROUNDING LAND USE PATTERN:

Residential and Commercial

TYPE OF REQUEST

A. GROWTH MANAGEMENT PLAN ELEMENT (S) TO BE AMENDED:

- ☐ Housing Element
- ☐ Traffic Circulation Sub-Element
- ☐ Aviation Sub-Element
- ☐ Sanitary Sewer Sub-Element
- ☐ Solid Waste Sub-Element
- ☐ Capital Improvement Element
- ☑ Future Land Use Element
- ☐ Immokalee Master Plan
- ☐ Recreation/Open Space
- ☐ Mass Transit Sub-Element
- ☐ Potable Water Sub-Element
- ☐ NGWAR Sub-Element
- ☐ Drainage Sub-Element
- ☐ CCME Element
- ☐ Golden Gate Master Plan

B. AMEND PAGE (S): vii, 10, 63 and162 OF THE: Future Land Use ELEMENT

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AS FOLLOWS: (Use Strike-through to identify language to be deleted; Use Underline to Identify language to be added). *(multi-line, fillable areas will hold as much text as needed)*

See Exhibit B, Amended Text

C. AMEND FUTURE LAND USE MAP(S) DESIGNATION FROM: Urban Designation, Mixed Use District, Urban Coastal Fringe Subdistrict

TO: 5396 Myrtle Lane Commercial Subdistrict (Exhibit C, Future Land Use - Proposed)

D. AMEND OTHER MAP(S) AND EXHIBITS AS FOLLOWS: (Name & Page #)

E. DESCRIBE ADDITINAL CHANGES REQUESTED:

Create Subdistrict Map (Exhibit D, Proposed Subdistrict Map)

REQUIRED INFORMATION

NOTE: ALL AERIALS MUST BE AT A SCALE OF NO SMALLER THAN I"=400'. At least one copy reduced to 8-1/2 x 11 shall be provided of all aerials and/or maps.

LAND USE

☑ Provide general location map showing surrounding developments (PUD, DRI's, existing zoning) with subject property outlined.

☑ Provide most recent aerial of site showing subject boundaries, source, and date.

☑ Provide a map and summary table of existing land use and zoning within a radius of 300 feet from boundaries of subject property.

FUTURE LAND USE DESIGNATION:

☑ Provide map of existing Future Land Use Designation(s) of subject property and adjacent lands, with acreage totals for each land use designation on the subject property.

ENVIRONMENTAL

☑ Provide most recent aerial and summary table of acreage of native habitats and soils occurring on site. HABITAT IDENTIFICATION MUST BE CONSISTENT WITH THE FDOT-FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCCS CODE). NOTE: THIS MAY BE INDICATED ON SAME AERIAL AS THE LAND USE AERIAL IN "A" ABOVE.

☑ Provide a summary table of Federal (US Fish & Wildlife Service) and State (Florida Game & Freshwater Fish Commission) listed plant and animal species known to occur on the site and/or known to inhabit biological communities similar to the site (e.g. panther or black bear range, avian rookery, bird migratory route, etc.) Identify historic and/or archaeological sites on the subject property.

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GROWTH MANAGEMENT

INSERT "Y" FOR YES OR "N" FOR NO IN RESPONSE TO THE FOLLOWING:

N ____ Is the proposed amendment located in an Area of Critical State Concern? (Reference ____, F.A.C.). IF so, identify area located in ACSC.

N ____ Is the proposed amendment directly related to a proposed Development of Regional Impact pursuant to Chapter 380 F.S.? (Reference____, F.A.C.)

Y/N ____ Is the proposed amendment directly related to a proposed Small Scale Development Activity pursuant to Subsection 163.3187 (1)(c), F.S.? Does the proposed amendment create a significant impact in population which is defined as a potential increase in County-wide population by than 5% of population projections? (Reference Capital Improvement Element Policy 1.1.2). If yes, indicate mitigation measures being proposed in conjunction with the proposed amendment.

Y/N ____ Does the proposed land use cause an increase in density and/or intensity to the uses permitted in a specific land use designation and district identified (commercial, industrial, etc.) or is the proposed land use a new land use designation or district? (Reference____F.A.C.). If so, provide data and analysis to support the suitability of land for the proposed use, and of environmentally sensitive land, ground water and natural resources. (Reference____, F.A.C.)
Provide map of existing Future Land Use Designation(s) of subject property and adjacent lands, with acreage totals for each land use designation on the subject property.

PUBLIC FACILITIES

Provide the existing Level of Service Standard (LOS) and document the impact the proposed change will have on the following public facilities:

☑ Potable Water

☑ Sanitary Sewer

☑ Arterial & Collector Roads; Name specific road and LOS

Tamiami Trail East (U.S. 41) - see Traffic Impact Statement prepared by JMB Transportation Engineering, Inc.

☑ Drainage

☑ Solid Waste

☑ Parks: Community and Regional

If the proposed amendment involves an increase in residential density, or an increase in intensity for commercial and/or industrial development that would cause the LOS for public facilities to fall below the adopted LOS, indicate mitigation measures being proposed in conjunction with the proposed amendment.

(Reference Capital Improvement Element Objective 1 and Policies):

N — Provide a map showing the location of existing services and public facilities that will serve the subject property (i.e. water, sewer, fire protection, police protection, schools and emergency.

X — Document proposed services and public facilities, identify provider, and describe the effect the proposed change will have on schools, fire protection and emergency medical services.

F. OTHER

Identify the following areas relating to the subject property:

AE-6' & 7' Flood zone based on Flood Insurance Rate Map data (FIRM).

N.A. Location of wellfields and cones of influence, if applicable. (Identified on Collier County Zoning Maps)

X Coastal High Hazard Area, if applicable

N.A. High Noise Contours (65 LDN or higher) surrounding the Naples Airport, if applicable (identified on Collier County Zoning Maps).

SUPPLEMENTAL INFORMATION

☐ $16,700.00 non-refundable filing fee made payable to the Board of County Commissioners due at time of submittal. (Plus, proportionate share of advertising costs)

☑ $9,000.00 non-refundable filing fee for a Small-Scale Amendment made payable to the Board of County Commissioners due at time of submittal. (Plus, proportionate share of advertising costs)

☑ Proof of ownership (copy of deed)

☑ Notarized Letter of Authorization if Agent is not the Owner (See attached form)

** If you have held a pre-application meeting within 9 months prior to submitted date and paid the pre-application fee of $500.00 at the meeting, deduct that amount from the above application fee amount when submitting your application. All pre-application fees are included in the total application submittal fee if petition submitted within 9 months of pre-application meeting date. Otherwise the overage will be applied to future proportionate share advertising costs.*

** Maps shall include: North arrow, name and location of principal roadways and shall be at a scale of 1"=400' or at a scale as determined during the pre-application meeting.*

** All attachments should be consistently referenced as attachments or exhibits, and should be labeled to correlate to the application form, e.g. "Exhibit I.D."*

** Planning Community, TAZ map, Traffic Analysis Zone map, Zoning maps, and Future Land Use Maps. Some maps are available on the Zoning Division website depicting information herein:*

Zoning Services Section: _____ Comprehensive Planning Section: _____

LETTER OF AUTHORIZATION

TO WHOM IT MAY CONCERN:

I hereby authorize _____
(Name of Agent)
to serve as my Agent in a request to amend the Collier County Growth Management Plan affecting property identified in this Application.

Signed: _____ Date: _____
(Name of Owner(s) of Record)

I hereby certify that I have the authority to make the foregoing application, and that the application is true, correct and complete to the best of my knowledge.

_____
Signature of Applicant

_____
Name - Typed or Printed

STATE OF FLORIDA, COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online registration this____ day of _____ , 20 23 , by_____ who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Seal

_____
Signature of Notary Public

_____
Print Name of Notary Public

NOTICE - BE AWARE THAT:

Florida Statute Section 837.06 - False Official Law states that:
"Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided by a fine to a maximum of %500.00 and/or maximum of a sixty day jail term."

RESOLUTION 12-234

A RESOLUTION ESTABLISHING GENERAL REQUIREMENTS AND PROCEDURES FOR AMENDING THE COLLIER COUNTY GROWTH MANAGEMENT PLAN.

WHEREAS, Chapter 163, Florida Statutes, requires local governments to prepare and adopt a Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted the Collier County Growth Management Plan on January 10, 1989; and

WHEREAS, the Community Planning Act of 2011 (Section 163.3161, et seq., Florida Statutes) mandates certain procedures to amend adopted Growth Management Plans (Section 163.3184 and Section 163.3187, Florida Statutes); and

WHEREAS, in order to provide adequate notice, it is necessary to set forth the requirements and procedures to be followed by petitioners, the general public and Collier County in processing amendments to the Collier County Growth Management Plan consistent with the requirements of the Florida Statutes.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. Subject to prior Board approval, staff will implement three amendment cycles during which applications for amendments to the Collier County Growth Management Plan or one of its elements ("GMP") will be processed. Additional GMP amendment cycles can only be implemented by approval of the Board. Such approval shall be by majority vote.

2. All amendments must strictly conform with the Florida Growth Management Act, including, but not limited to, Section 163.3184, Florida Statutes, for amendments in general, and Section 163.3187, Florida Statutes, for adoption of a small-scale comprehensive plan amendments.

3. An amendment may be proposed by the Board of County Commissioners, the Collier County Planning Commission (CCPC), any department or agency of the County, or any private person, provided, however, that no such person shall propose an

amendment for a land use designation change for property which he or she does not own, except as an agent or attorney for the owner.

4. All required copies of the application to amend the Collier County Growth Management Plan and supporting documentation along with the required filing fee must be submitted to the County Manager or his designee prior to the deadline established by the Board for each adoption cycle. Following the requisite submission:

A. Prior to submittal, a pre-application conference shall occur between the petitioner and appropriate County staff to ensure that the amendment procedure is understood and adhered to.

B. Staff shall perform an initial review of the proposed amendment application to determine whether additional information is necessary to enable staff to conduct a formal review and whether other amendments of the Growth Management Plan will be necessary to preserve the internal consistency of the Plan. Within 30 calendar days following the filing deadline, the staff shall notify the petitioner in writing, that:

(i) staff has determined that the petition is adequate for formal review; or

(ii) the application is inadequate for formal review and the notice shall set forth in detail the additional information deemed necessary for formal review of the petition.

C. If the application is deemed insufficient, the petitioner shall have 30 calendar days from the date of receipt of staff's letter of insufficiency to supplement the application in response to the initial review. A second 30 day time period to respond to the insufficiency may be requested by the petitioner.

D. County staff shall review the application and may consult with other County Departments or agencies as it deems necessary to evaluate the proposed amendment and shall prepare a report with a recommendation.

E. The Public Hearings schedule and State Agency review time frames will be those as established by Section 163.3184, Florida Statutes, "Process for adoption of comprehensive plan or plan amendment.", or Section 163.3187, Florida Statute, "Process for adoption of small-scale comprehensive plan amendment," as amended from time-to-time. Adoption of an amendment to the Growth Management Plan must be by Ordinance and shall require four affirmative votes of the Board of County Commissioners.

5. This Resolution supersedes and repeals Resolution 97-431, as amended by Resolution 98-18, relating to prior Growth Management Plan Amendment procedures.

THIS RESOLUTION ADOPTED after motion, second and majority vote favoring same, this 13th day of November, 2012.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
FRED W. COYLE, CHAIRMAN

Approved as to form and legal sufficiency:

_____
Jeffrey A. Klatzkow
County Attorney

5396 Myrtle Lane Commercial Subdistrict (PL20230011318)

Professional Consultants

Planner/Project Management:

D. Wayne Arnold, AICP
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134
239.947.1144
warnold@gradyminor.com

Land Use Attorney:

Richard D. Yovanovich, Esq
Coleman, Yovanovich and Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103
239.435.3535
ryovanovich@cyklawfirm.com

Transportation:

Norman J. Trebilcock, AICP, PE
Trebilcock Consulting Solutions, PA
1205 Piper Boulevard, Suite 202
Naples, FL 34110
239-566-9551
ntrebilcock@trebilcock.biz

Environmental:

Marco Espinar, Biologist
Collier Environmental Consultants, Inc.
3211 68th Street SW
Naples, FL 34105
239-263-2687
marcoe@prodigy.net

5396 Myrtle Lane Commercial Subdistrict (PL20230011318)

Exhibit B
Amended Text

Proposed amendment to the Collier County Future Land Use Element (FLUE) and Future Land Use Map (FLUM) to establish the 8.24± 5396 Myrtle Lane Commercial Subdistrict.

Words <u>underlined</u> are additions; words ~~struck through~~ are deletions.

FUTURE LAND USE ELEMENT

*** *** *** *** *** *** *** *** *** *** *** *** ***

[beginning page vii]

*** FUTURE LAND USE MAP SERIES** **162**

*** *** *** *** *** *** *** *** *** *** *** *** ***

* Belle Meade Hydrologic Enhancement Overlay Map
<u>* 5396 Myrtle Lane Commercial Subdistrict</u>

*** *** *** *** *** *** *** *** *** *** *** *** ***

Policy 1.5 [page 9]
The URBAN Future Land Use Designation shall include Future Land Use Districts and Subdistricts for:

*** *** *** *** *** *** *** *** *** *** *** *** ***

C. URBAN – COMMERCIAL DISTRICT [page 10]

1. Mixed Use Activity Center Subdistrict

*** *** *** *** *** *** *** *** *** *** *** *** ***

<u>21. 5396 Myrtle Lane Commercial Subdistrict</u>

*** *** *** *** *** *** *** *** *** *** *** *** ***

C. Urban Commercial District [page 63]

*** *** *** *** *** *** *** *** *** *** *** *** ***

1. Mixed Use Activity Center Subdistrict

*** *** *** *** *** *** *** *** *** *** *** *** ***

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradyminor.com • www.gradyminor.com

22. 5396 Myrtle Lane Commercial Subdistrict [page 77]

This Subdistrict is approximately 8.24 acres in size and is located on the southwest quadrant of Tamiami Trail East (U.S. 41) and Myrtle Lane as depicted on the 5396 Myrtle Lane Subdistrict Map. The purpose of this Subdistrict is to provide commercial land uses. Development within the Subdistrict shall be subject to the following:

a. All development within this Subdistrict shall be rezoned to a Planned Unit Development (PUD).

b. The PUD Ordinance must include development standards and buffers to ensure compatibility with surrounding properties.

c. Allowable uses shall be limited to:

1. A maximum of 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses shall be permitted within the CPD. No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the uses permitted by right in the C-1 through C-3 Zoning District and the following uses.

2. Automotive rental and leasing (7513 and 7519)

3. Outdoor equipment rental and leasing (7359)

4. Indoor storage, including cube storage and moving supplies sales (4225 and 4226)

5. Propane gas dealers, including grilling and propane accessories (5984)

6. Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.

d. Development is limited to a maximum intensity of 200,000 square feet of gross floor area for indoor self-storage/warehouse and a maximum of 3,000 square feet of gross floor area for retail uses.

*** *** *** *** *** *** *** *** *** *** *** *** ***

FUTURE LAND USE MAP SERIES [page 162]

*** *** *** *** *** *** *** *** *** *** *** *** ***

Airport Carlisle Mixed Use Subdistrict Map
5396 Myrtle Lane Commercial Subdistrict

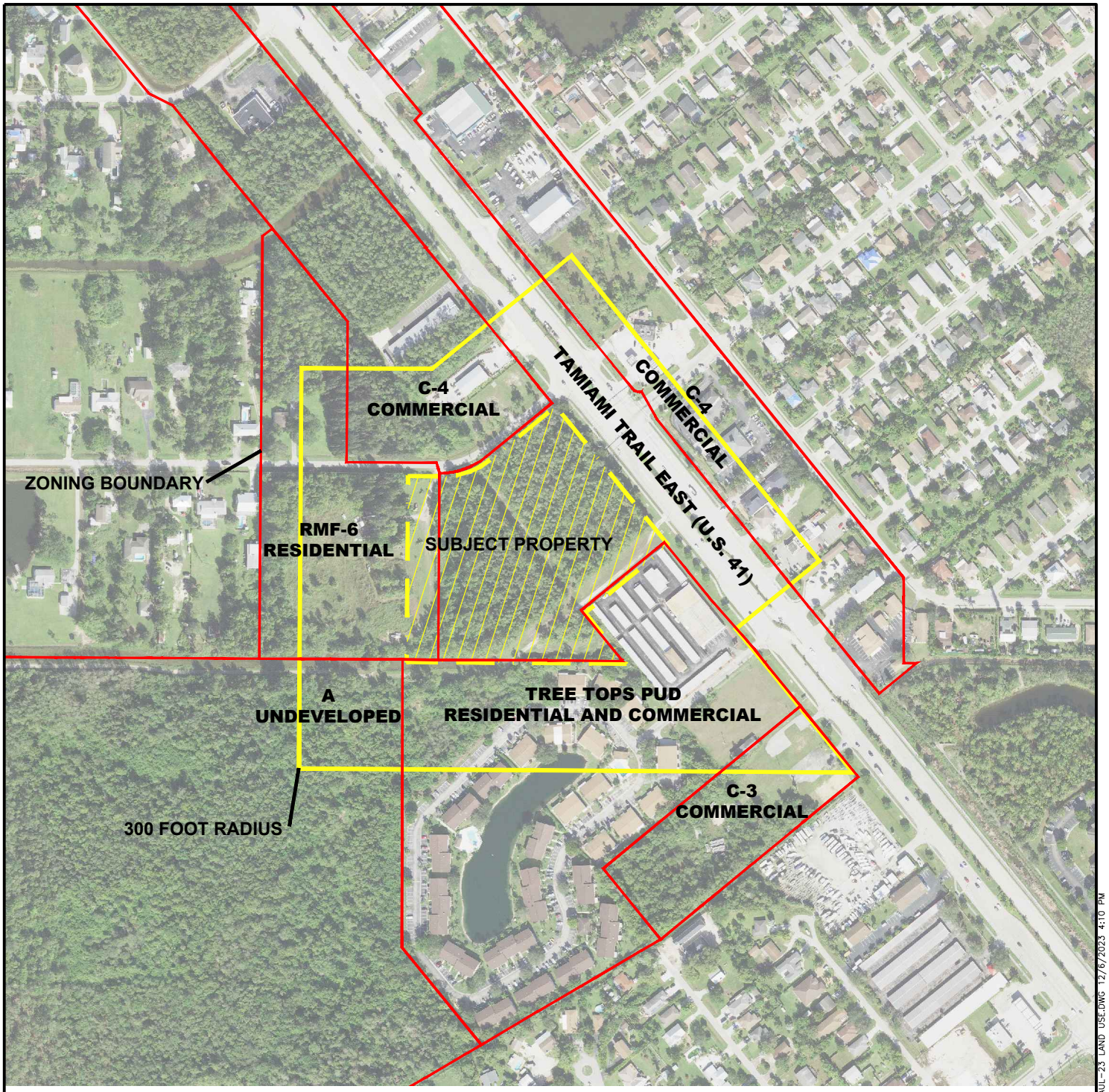
5396 Myrtle Lane Commercial Subdistrict
Exhibit C - Proposed Future Land Use Designation



GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

425 212.5 0 425 Feet



SUBJECT PROPERTY - 8.24± ACRES

EXISTING FLUE: URBAN DESIGNATION, MIXED USE DISTRICT, URBAN RESIDENTIAL FRINGE SUBDISTRICT
EXISTING ZONING: RMF-6 AND MYRTLE WOODS CPUD

ADJ. PROPERTY	ZONING	LAND USE
NORTH	RMF-6 AND C-4	RESIDENTIAL AND COMMERCIAL
EAST	ROW AND C-4	COMMERCIAL
SOUTH	A, TREETOPS MPUD AND C-3	UNDEVELOPED, RESIDENTIAL AND COMMERCIAL
WEST	RMF-6 AND A	RESIDENTIAL AND UNDEVELOPED

N

0 200' 400'

SCALE: 1" = 400'
WHEN PLOTTED @ 8.5" X 11"

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 • Cert. of Auth. LB 0005151 • Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

5396 MYRTLE LANE COMMERCIAL SUBDISTRICT

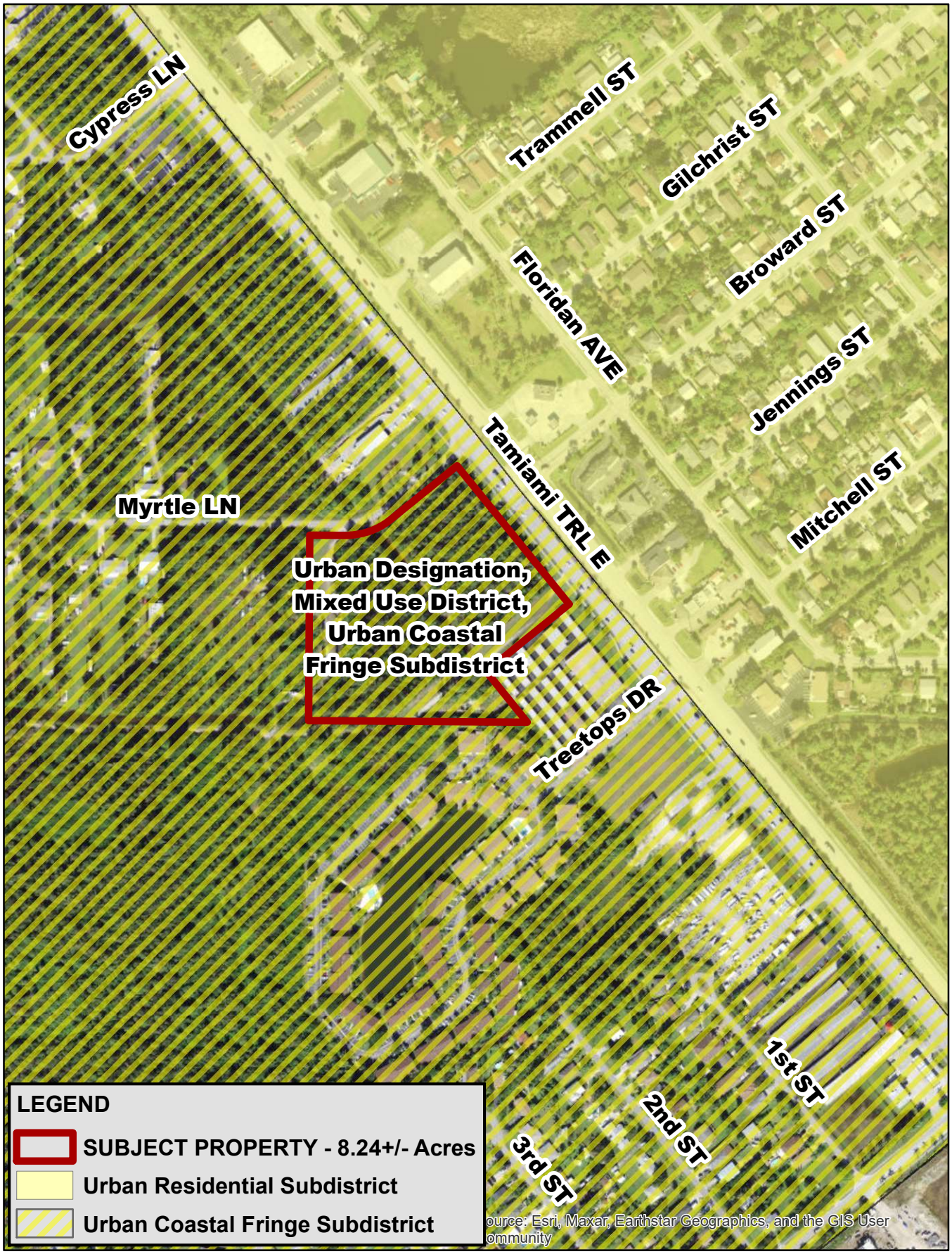
LAND USE

SOURCE: COLLIER COUNTY PROPERTY APPRAISER
FLOWN: DEC 2022

SCALE:
JOB CODE: MLUHAUL-23
DATE: DECEMBER 2023
FILE NAME: MLUHAUL-23 LAND USE
SHEET 1 OF 1

G:\PLANNING\MLUHAUL-23 MYRTLE LANE U-HAUL\DRAWINGS\MLUHAUL-23 LAND USE.DWG 12/6/2023 4:10 PM

5396 Myrtle Lane Commercial Subdistrict
Future Land Use Designation



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W E
S

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Civil Engineers • Land Surveyors • Planners • Landscape Architects

425 212.5 0 425 Feet

ENVIRONMENTAL DATA

5396 Myrtle Lane CPUD

Collier County, Florida

January 2024

Prepared By:

Collier Environmental Consultants, Inc.
3211 68th Street SW
Naples, Florida 34105
(239) 263 - 2687
marcoe@prodigy.net

3.08.00 Environmental Data

Purpose

As per requirements in LDC Sections 3.08.00 and questions in the CU Checklist

Preparation Of Environmental Data

Preparation of Environmental Data, Environmental Data Submittal Requirement shall be prepared by an individual with academic credentials and experience in the area of environmental science or natural resource management. Academic credentials and experience shall be a bachelor's or higher degree in one of the biological sciences with at least two years of ecological or biological professional experience in the State of Florida

Qualifications of Environmental Consultant
Collier Environmental Consultants Inc. 2/96 - Present
3211 68th Street SW
Naples, Florida 34105

Marco A. Espinar- Biologist

Environmental Data. The following shall be submitted where applicable to evaluate projects.

A) Wetlands

i) Identify on Current Aerial / the location of all Collier County / SFWMD Jurisdictional wetlands according to the Florida Land Use Cover and Forms Classification System FLUCFCS

A FLUCFCS map and vegetation inventory has been included. The site consists of approximately 8.24 acres. This parcel is located on the south side of Myrtle Lane and US 41 (Tamiami Trail). The parcel is in Section 29 Township 50 Range 26. The parcel is heavily infested with exotics such as Melaleuca, Brazilian pepper, and ear leaf acacia. At the north east corner is a lower area primary vegetated with Melaleuca, Laurel ok sawgraas and swamp fern. This area may be considered Jurisdictional wetlands. The reaming areas are either cleared or heavily infested with exotic and a Slash pine canopy.

The applicant is proposing to rezone the 8.24+/- acre property from the Myrtle Woods CPUD and RFM-6 Zoning Districts to a Commercial PUD to allow development of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses. The site is proposed to be developed with a U-Haul smart mobility center that will be a modern facility designed to meet the indoor storage and moving needs for the growing Collier

County market. This will be a replacement facility for the existing U-Haul facility that has operated 5 miles to the west in the Mini-triangle redevelopment area. U-Haul has outgrown the existing smaller site and the 8.4 acre site at Myrtle Lane and U.S. 41 is of sufficient size to build a modern indoor self-storage facility, with an area of sufficient size to allow for their rental fleet of vehicles as well as retail sales for moving supplies.

B) Listed Species and Bald Eagle Nests and Nest Protection Zones

i) Provide a wildlife survey for the nests of bald eagle and for listed species known to inhabit biological communities similar to those existing on site. The survey shall be conducted in accordance with the guidelines or recommendations of the FFWCC and the USFWS. Survey times may be reduced or waived where an initial habitat assessment by the environmental consultant indicates that the likelihood of listed species occurrence is low as determined by the FFWCC and USFWS. Where an initial habitat assessment by the environmental consultant indicates that the likelihood of listed species occurrence is low, the survey time may be reduced or waived by the County Manager or designee.

Wildlife Listed Species Study
(LDC10.02.3.A.2.m)

A brief examination of the parcel found no listed animals on site. The site does provide some limited habitat for small, mammals and birds. The site shows past signs of greater functional capability. The site is surrounded by either development or roadway. In addition, the density of exotics is extremely limiting. A listed species study was conducted and attached.

This project site is not in the consultation panther zone and there are no known eagle nests nearby. This wildlife survey found no listed animal species.

Black bears are known to inhabit the neighboring areas. During the Site Development Plan process a Black Bear Management Plan may be required. This management plan would focus on lowering Black bear interaction.

This project meets the Objective of CCME Objective 7.1.

The area proposed to be impacted consists of lower grade habitat. Brazilian pepper dominates the midstory. No listed species should be impacted by this development.

CCME OBJECTIVE 7.1: Direct incompatible land uses away from listed animal species and their habitats. (The County relies on the listing process of State and Federal agencies to identify species that require special protection because of their endangered, threatened, or species of special concern status. Listed animal species are those species that the Florida Fish and Wildlife Conservation Commission has designated as endangered,

ii) Provide Listed Plants identified in LDC Section 3.04.03

See Attached Vegetation List / FLUCCS Code Map

iii) Wildlife Management Plans in accordance with LDC Section 3.04.00

See Attached Listed Species Study, Black bear management plan may be required at the time of SDP.

C) Native Vegetation Preservation

i) For Sites or Portions of Sites Cleared of Native Vegetation or in Agricultural Use:

Not Applicable

ii) Identify on a current aerial the acreage, location and community types of all upland and wetland habitats on the project site, according to the FLUCFCS system and provide a legend foe each of the FLUCFS codes identified. Aerials and overlay information must be legible at the scale provided. Provide calculations for the acreage of native vegetation required to be retained on site. Include the above referenced calculations and aerials on the SDP or PPL. In a separate report, demonstrate how the preserve criteria pursuant to LDC section 3.05.07 have been meet.

Location Maps / Aerials
(LDC10.02.3.A.2.m)
Aerials and location maps have been provided.

The entire parcel consists of approximately 8.24 acres.
The parcel is in Section 29, Township 50, Range 26; in Collier County, Florida. The parcel is located at the intersection of Myrtle Lane and US 41 (Tamiami Trail). The dominant forest type on this project site consists of 424H Hydric Melaleuca, 438 E4 Mixed Hardwoods with an exotic level of (76% 100%), 740 Disturbed Areas, 832 FPL easement.

424 H – Hydric Melaleuca	0.95 acres
438E4 – Mixed Hardwoods exotic level (76 – 100%)	3.93 acres
740 - Disturbed	3.01 acres
832 – FPL	0.35 acres
TOTAL	8.24 acres

See Attached Location Maps, Vegetation Maps / FLUCCS Maps

Native Vegetation Calculation
(LDC3.05.07.A.)

3.05.07 Preservation Standards

Based on the LDC a required preservation of 15 % of Native vegetation preservation would be required for this size parcel. However, this site has NO native habitat. The site is entirely vegetated with exotics such as Melaleuca, Java plum, ear leaf acacia and Brazilian pepper. A few native trees can be seen scattered throughout. These include a few Slash pines and Cabbage palms. Some scattered palmettos are also readily visible.

This will be consistent with Goal 6 of Collier County GMP's Objective 6.1 Protect native communities through the application of minimum preservation requirements.

Clearly identify the location of all preserves:

The preserve area has been identified on the Exhibit Master plan.

Soil Ground Water Sampling

Natural Site

LOCATION MAPS



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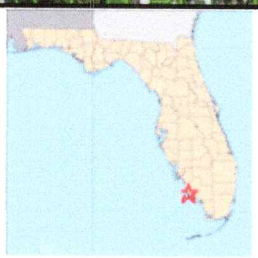
LOCATION MAP

- Labels Drawing
- Points Drawing
- Lines Drawing
- Polygons Drawing
- Selected Custom Parcels
- Streets OSM Hybrid
- County Boundaries
- Parcel Outlines

N



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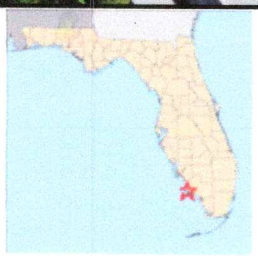

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TAX / PROPERTY SUMMARY

Collier County Property Appraiser
Property Summary

Parcel No	60781000000	Site Address *Disclaimer		Site City	NAPLES	Site Zone *Note	34113

Name / Address	KC NAPLES TAMIAMI LLC				
	101 N WACKER DR #611				
City	CHICAGO	State	IL	Zip	60606

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B29	495700 A 275B29	29	50	26	1.37

Legal	MYRTLE COVE ACRES BLK A LOTS 27 & 28 OR 2074 PG 1302

Millage Area ⓘ	7	Millage Rates ⓘ *Calculations		
Sub./Condo	495700 - MYRTLE COVE ACRES	School	Other	Total
Use Code ⓘ	10 - VACANT COMMERCIAL	4.292	6.0197	10.3117

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
12/19/12	4871-3081	$ 635,000
07/07/11	4700-680	$ 0
07/07/11	4699-1487	$ 0
06/17/11	4693-930	$ 100
09/13/06	4104-1818	$ 721,400
06/30/95	2074-1302	$ 0
09/01/89	1470-859	$ 239,000
07/01/82	981-359	$ 0
03/01/80	861-358	$ 0

2023 Certified Tax Roll

(Subject to Change)

	Land Value	$ 447,640
(+)	Improved Value	$ 0
(=)	Market Value	$ 447,640
(-)	10% Non-Homestead Cap	$ 102,924
(=)	Assessed Value	$ 344,716
(=)	School Taxable Value	$ 447,640
(=)	Taxable Value	$ 344,716

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Collier County Property Appraiser
Property Summary

Parcel No	60780960002	Site Address *Disclaimer		Site City	NAPLES	Site Zone *Note	34113

Name / Address	KC NAPLES TAMIAMI LLC				
	101 N WACKER DR #611				
City	CHICAGO	State	IL	Zip	60606

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B29	495700 A 245B29	29	50	26	2.07

Legal	MYRTLE COVE ACRES UNIT 1 BLK A LOTS 24,25 & 26, OR 1251 PG 2150

Millage Area	7	Millage Rates *Calculations		
Sub./Condo	495700 - MYRTLE COVE ACRES	School	Other	Total
Use Code	10 - VACANT COMMERCIAL	4.292	6.0197	10.3117

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
12/19/12	4871-3081	$ 635,000
07/07/11	4700-680	$ 0
07/07/11	4699-1487	$ 0
06/17/11	4693-930	$ 100
09/13/06	4104-1817	$ 2,922,100
02/13/87	1251-2150	$ 240,000
01/01/87	1246-1897	$ 0
09/01/84	1101-2124	$ 0
08/01/84	1100-149	$ 600,000

2023 Certified Tax Roll

(Subject to Change)

	Land Value	$ 900,000
(+)	Improved Value	$ 0
(=)	Market Value	$ 900,000
(-)	10% Non-Homestead Cap	$ 207,000
(=)	Assessed Value	$ 693,000
(=)	School Taxable Value	$ 900,000
(=)	Taxable Value	$ 693,000

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Collier County Property Appraiser
Property Summary

Parcel No	60780920000	Site Address *Disclaimer	5398 MYRTLE LN	Site City	NAPLES	Site Zone *Note	34113

Name / Address	KC NAPLES TAMIAMI LLC				
	101 N WACKER DR #611				
City	CHICAGO	State	IL	Zip	60606

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B29	495700 A 235B29	29	50	26	3.52

Legal	MYRTLE COVE ACRES BLK A LOTS 23 OR 1255 PG 348

Millage Area ⓘ	7	Millage Rates ⓘ *Calculations		
Sub./Condo	495700 - MYRTLE COVE ACRES	School	Other	Total
Use Code ⓘ	99 - ACREAGE NOT ZONED AGRICULTURAL	4.292	6.0197	10.3117

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
12/19/12	4871-3081	$ 635,000
07/11/11	4700-680	$ 0
07/07/11	4699-1487	$ 0
06/17/11	4693-930	$ 100
09/13/06	4104-1817	$ 2,922,100
03/13/87	1255-348	$ 200,000
01/01/87	1246-1897	$ 0
09/01/84	1101-2124	$ 0
09/01/84	1100-149	$ 600,000

2023 Certified Tax Roll

(Subject to Change)

	Land Value	$ 361,225
(+)	Improved Value	$ 0
(=)	Market Value	$ 361,225
(-)	10% Non-Homestead Cap	$ 173,088
(=)	Assessed Value	$ 188,137
(=)	School Taxable Value	$ 361,225
(=)	Taxable Value	$ 188,137

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Collier County Property Appraiser
Property Summary

Parcel No	60780880001	Site Address *Disclaimer	5396 MYRTLE LN	Site City	NAPLES	Site Zone *Note	34113

Name / Address	KC NAPLES TAMIAMI LLC
	101 N WACKER DR #611
City	CHICAGO
State	IL
Zip	60606

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B29	495700 A 225B29	29	50	26	1.19

Legal	MYRTLE COVE ACRES BLK A LOT 22

Millage Area	7	Millage Rates *Calculations		
Sub./Condo	495700 - MYRTLE COVE ACRES	School	Other	Total
Use Code	0 - VACANT RESIDENTIAL	4.292	6.0197	10.3117

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
02/26/18	5482-2441	$ 155,000
02/26/18	5482-2439	$ 0
05/24/12	4800-3145	$ 0
03/31/09	4440-121	$ 0
04/19/99	2536-1791	$ 22,900

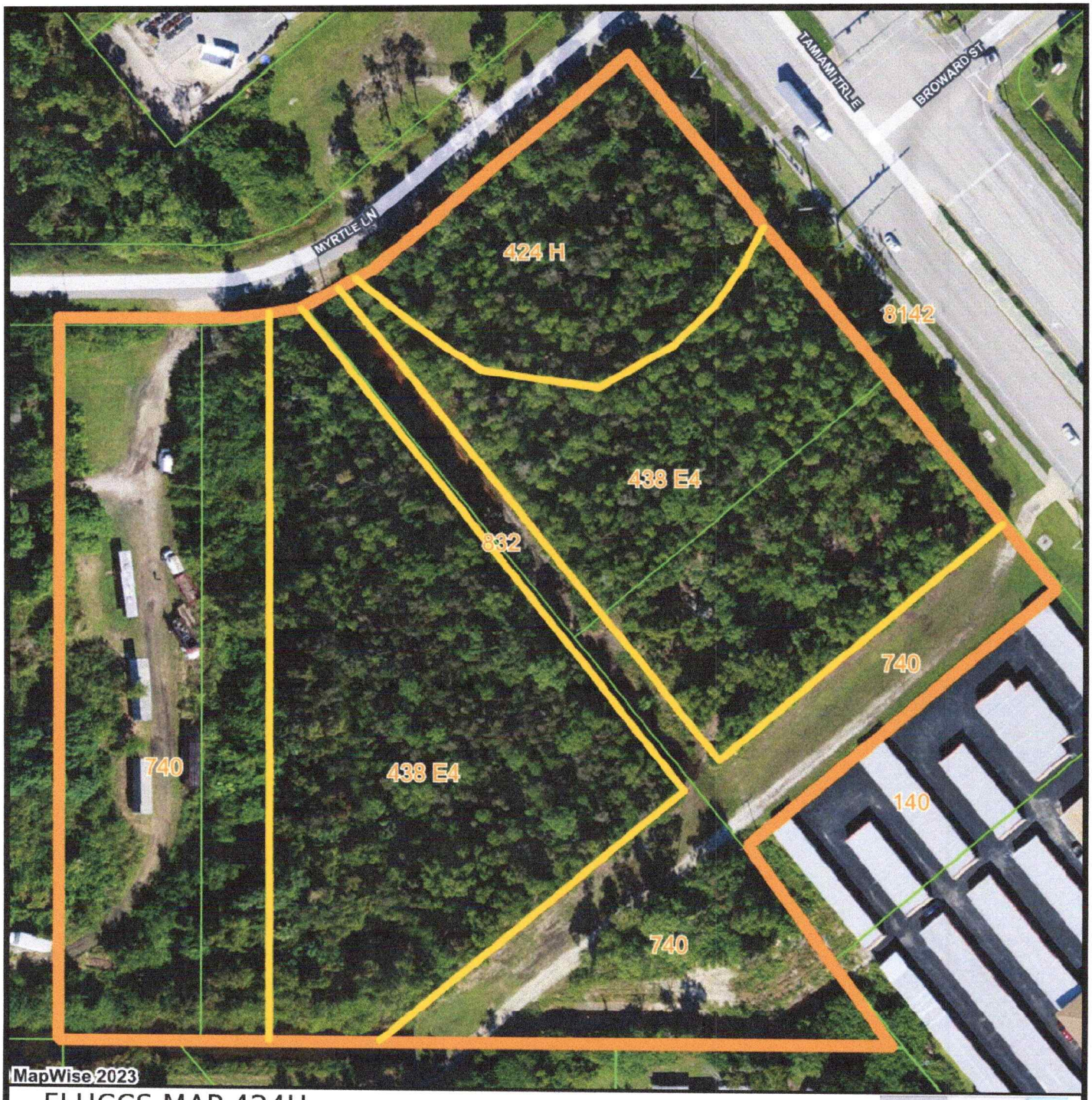
2023 Certified Tax Roll

(Subject to Change)

	Land Value	$ 272,141
(+)	Improved Value	$ 0
(=)	Market Value	$ 272,141
(-)	10% Non-Homestead Cap	$ 176,696
(=)	Assessed Value	$ 95,445
(=)	School Taxable Value	$ 272,141
(=)	Taxable Value	$ 95,445

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

VEGETATION INVENTORY / FLUCCS MAP



FLUCCS MAP 424H - HYDRIC MELALEUCA, 438E4 - MIXED HARDWOODS 76 - 100% EXOTICS, 740 - DISTURBED, 832 - FPL

Labels Drawing
Points Drawing
Lines Drawing
Polygons Drawing
Selected Custom Parcels
Streets MapWise
County Boundaries
Parcel Outlines

N



0 60 120 180 ft

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FLUCCS CODE AND VEGETATION INVENTORY

FLUCCS CODE (Description)

Common Name	Scientific Name	Indictor Status	Dominance/Stratum
424H- Hydric Melaleuca	**Approximately**	**0.95 acres**	
Melaleuca	*Melaleuca quinquenervia*	Exotic	Cp,O
Guineagrass	*Panicum maximum*	FAC-	G,C
Cypress	*Taxodium spp.*	OBL	Cp,M,C
Slash pine	*Pinus elliotti*	FACW	Cp,O
Cabbage palm	*Sabal palmetto*	FAC	M,O
laurel oak	*Quercus laurifolia*	FACW	Cp,O
palmetto	*Serona repens*	FACU	G,D
Morning glory	*Ipomoea indica*	FAC	G.O
Myrsine	*Myrsine floridana*	FAC	M,C
Downy rosemyrlte	Rhodomyrtus tomentosus	Exotic	M,O
sawgrass	*Cladium jamaicense*	OBL	G, D
Brazilian pepper	*Schinus terebinthifolius*	Exotic	M,C
Ear leaf acacia	*Acacia auriculiformis*	Exotic	Cp,M,O
Dahoon holly	*Ilex cassine*	OBL	M,O
Buckthorn	*Bumelia reclinata*	FAC	M,O
wax myrtle	*Myrica cerifera*	FAC+	M,O
camphor weed	*Pluchea rosea*	FACW	G, O
Cocoplum	*Chrysobalanus icaco*	FACW	M,O
Beggers ticks	*Bidens alba*	FACW	G,O
Swamp fern	*Blechnum serrulatum*	FACW+	G,D
Asiatic pennywort	*Cetella asiatica*	FACW	G,C
Gulfdune paspalum	*Paspalum monostachyum*	OBL	G,O
Flat sedge	*Cyperus ligularis*	FACW	G,C

438 E4 - Mixed Exotic Hardwoods exotics 75 – 99% **Approximately** **3.93 Acres**

This parcel has a few native trees such as Slash pines, cabbage palms and a few cypresses. The majority of the site is vegetated with exotics such as ear leaf acacia, java plum and Brazilian pepper. There is little ground cover due to heavy leaf litter.

Slash pine	*Pinus elliotti*	FACW	Cp,O
Cypress	*Taxodium spp.*	OBL	M,O
Cabbage palm	*Sabal palmetto*	FAC	M,D
Ear leaf acacia	*Acacia auriculiformis*	Exotic	M,D
Downy rosemyrlte	Rhodomyrtus tomentosus	Exotic	M,O
java plum	*Syzygium cumini*	Exotic	Cp,M,C
Brazilian pepper	*Schinus terebinthifolius*	Exotic	M,D
Melaleuca	*Melaleuca quinquenervia*	Exotic	Cp,O

Guineagrass	*Panicum maximum*	FAC-	G,C
Bahia grass	*Paspalum notatum*	UPL	G,C
Wedelia	*Wedelia trilobata*	Exotic	G,O
Wild coffee	*Psychotria nervousa*	FAC	G,O
Laurel oak	*Quercus laurifolia*	FACW	Cp,O
Strangler fig	*Ficus aurea*	FAC	M,O
Myrsine	*Myrsine floridana*	FAC	M,C / G,C
Lantana	*Lantana camara*	FACU	G,O
Sandspur	*Cenchrus echinatus*	FAC	G,C
Beggers ticks	*Bidens alba*	FACW	G.O
Air potato	*Dioscorea bulbifera*	Exotic	M,O
Chocolate weed	*Melochia corchorifolia*	FAC	G,O
Swamp fern	*Blechnum serrulatum*	FACW+	G,D
sawgrass	*Cladium jamaicense*	OBL	G,O
nut Sedge	*Cyperus ligularis*	FACW	G,O
Ragweed	*Ambrosia artemissiifolia*	FACU	G,C
Lygodium	*Lygodium microphyllum*	Exotic	G,O
Broom sedge	*Andropogon virginicus*	FAC-	G,C
Whitehead broom	*Spermacoce verticillata*	FAC	G,O
Dog fennel	*Eupatorium capillifolium*	FACW	G,O
Grape vine	*Vitis rotundifolia*	FAC	G,O
Virginia creeper	*Ampelopsis quinquefolia*	FAC	G.O
Cat-briar	*Smilax spp.*	FAC	G,C

740 Disturbed **Approximately** **3.01 Acres**

This area has been cleared. The site is now vegetated with secondary and pioneer plant species.

Sandspur	*Cenchrus echinatus*	FAC	G,C
Beggers ticks	*Bidens alba*	FACW	G.O
Chocolate weed	*Melochia corchorifolia*	FAC	G,C
Guineagrass	*Panicum maximum*	FAC-	G,O
Foxtail	*Setaria geniculata*	FAC	G,O
Broom sedge	*Andropogon virginicus*	FAC-	G,C
Whitehead broom	*Spermacoce verticillata*	FAC	G,C
flat sedge	*Cyperus ligularis*	FACW	G,O
yellow nut sedge	*Cyperus esculentus*	FAC	G,O
flat sedge	*Cyperus difformis*	OBL	G,O
Finger grass	*Eustachys petraea*	FAC	G,O
crabgrass	*Digitaria cilaris*	FAC	G,O
bluehearts	*Buchnera Americana*	FAC	G,C
Dog fennel	*Eupatorium capillifolium*	FACW	G,C
pineland heliotrope	*Heliotropium polyphyllum*	FAC	G,O

832 FPL EASEMENT **Approximately** **0.35 Acres**

ABREVIATIONS – **Canopy (Cp), Midstory (M), Ground Cover (G)**

Dominant (D), Common (C), Occasional (O)

INDICATOR STATUS - **Obligate (OBL), Facultative wet plants (FACW), Facultative plants (FAC), Upland (UPL)**

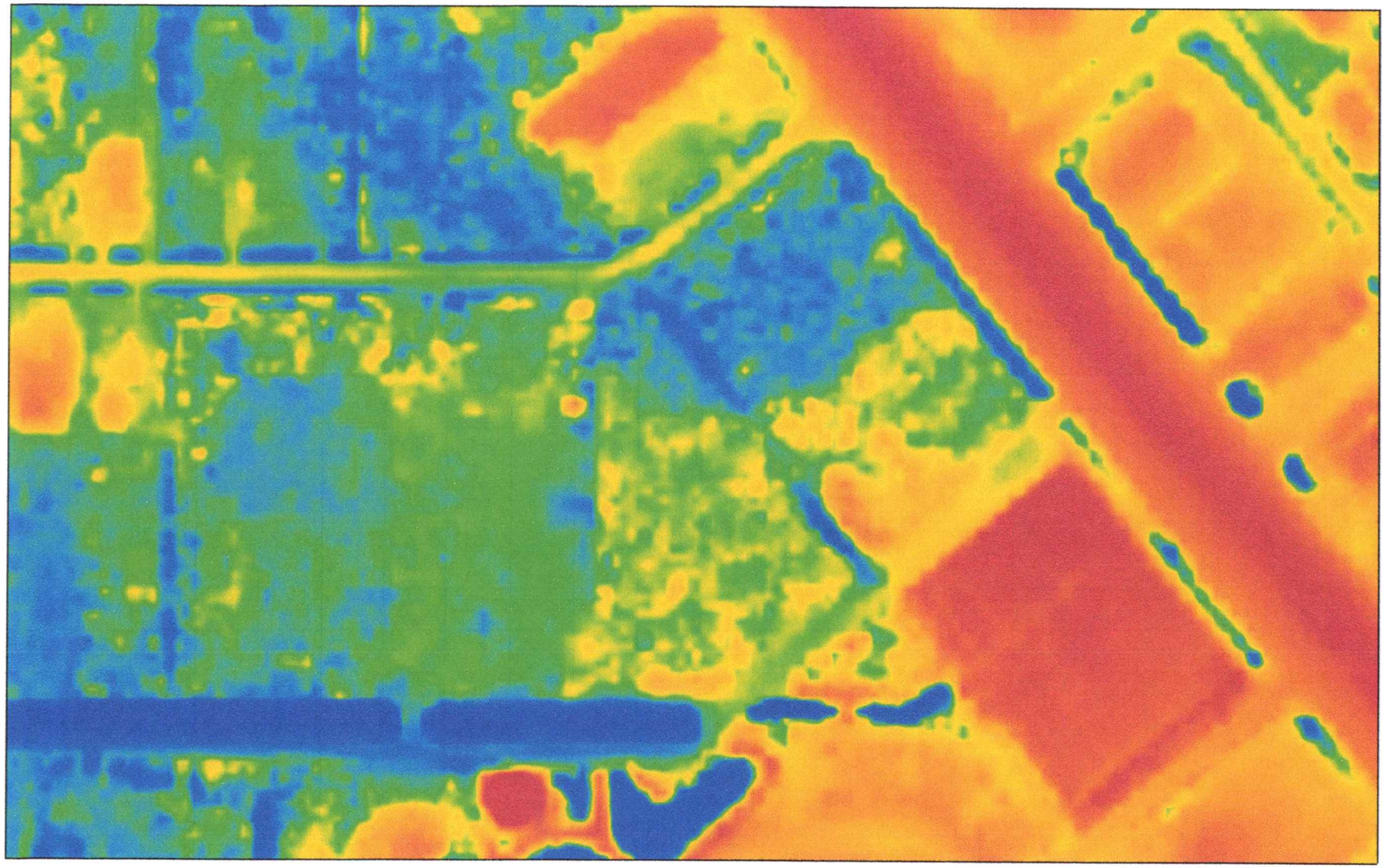
OUTSIDE PROJECT FOOTPRINT

140- **Commercial/Office**

8142- **US 41- Divided Roadway**

LIDAR MAPS

My Map



October 23, 2023

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0 0.03 0.06 0.11 km

SFWMD Geospatial Services, County of Collier, Esri, HERE, Garmin, FC, State of Florida, Maxar, Microsoft

State of Florida, Maxar, Microsoft | County of Collier, Esri, HERE, Garmin, FC | SFWMD Geospatial Services

SOIL MAPS

COLLIER COUNTY SOIL LEGEND
REVISED 1/90 H. YAMATAKI

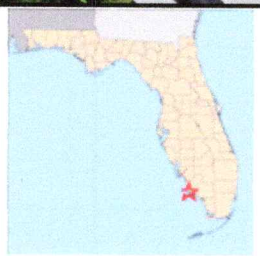
HYDRIC		
H	2	HOLOPAW FS, LIMESTONE SUBSTRATUM
H	3	MALABAR FS.
H	4	CHOBEE, LIMESTONE SUBSTRATUM AND DANIA MUCKS DEPRESSIONAL
H	6	RIVIERA, LIMESTONE SUBSTRATUM-COPELAND FS
	7	IMMOKALEE FS
	8	MYAKKA FS
	10	OLDSMAR FS, LIMESTONE SUBSTRATUM
	11	HALLANDALE FS
H	14	PINEDA FS, LIMESTONE SUBSTRATUM
	15	POMELLO FS
	16	OLDSMAR FS
H	17	BASINGER FS
H	18	RIVIERA FS, LIMESTONE SUBSTRATUM
	20	FT. DRUM AND MALABAR HIGH FS
	21	BOCA FS
H	22	CHOBEE, WINDER AND GATOR SOILS, DEPRESSIONAL
H	23	HOLOPAW AND OKEELANTA SOILS DEPRESSIONAL
H	25	BOCA, RIVIERA, LIMESTONE SUBSTRATUM AND COPELAND FS DEPRESSIONAL
H	27	HOLOPAW FS
H	28	PINEDA AND RIVIERA FS
	29	WABASSO FS
H	31	HILOLO LIMESTONE SUBSTRATUM, JUPITER AND MARGATE SOILS
	32	URBAN LAND
	33	URBAN LAND HOLOPAW BASINGER COMPLEX
	34	URBAN LAND IMMOKALEE OLDSMAR LIMESTONE SUBSTRATUM COMPLEX
	35	URBAN LAND AQUENTS COMPLEX ORGANIC SUBSTRATUM
	36	UDORTHENTS SHAPED
	37	TUSCAWILLA FS
	38	URBAN LAND MATLACHA LIMESTONE SUBSTRATUM BOCA COMPLEX
	39	SATELLITE FS
H	40	DURBIN AND WULFERT MUCKS
	41	URBAN LAND SATELLITE COMPLEX
	42	CANAVERAL BEACHES ASSOCIATION
H	43	WINDER, RIVIERA, LIMESTONE SUBSTRATUM AND CHOBEE SOILS DEPRESSIONAL
	45	PAOLA FS (1-8 percent slopes)
H	48	PENNSUCCO SOIL (marl prairie)
H	49	HALLANDALE AND BOCA FS (slough)
H	50	OCHOPEE FSL, PRAIRIE (marl)
H	51	OCHOPEE FSL
H	52	KESSON MUCK FREQUENTLY FLOODED
H	53	ESTERO AND PECKISH SOILS FREQUENTLY FLOODED
H	54	JUPITER BOCA COMPLEX
H	56	BASINGER FS, OCCASIONALLY FLOODED



SOILS MAP

- Labels Drawing
- Points Drawing
- Lines Drawing
- Polygons Drawing
- Selected Custom Parcels
- Streets OSM Hybrid
- County Boundaries
- Parcel Outlines
- Soils Boundaries
- Soils - Hydric

N



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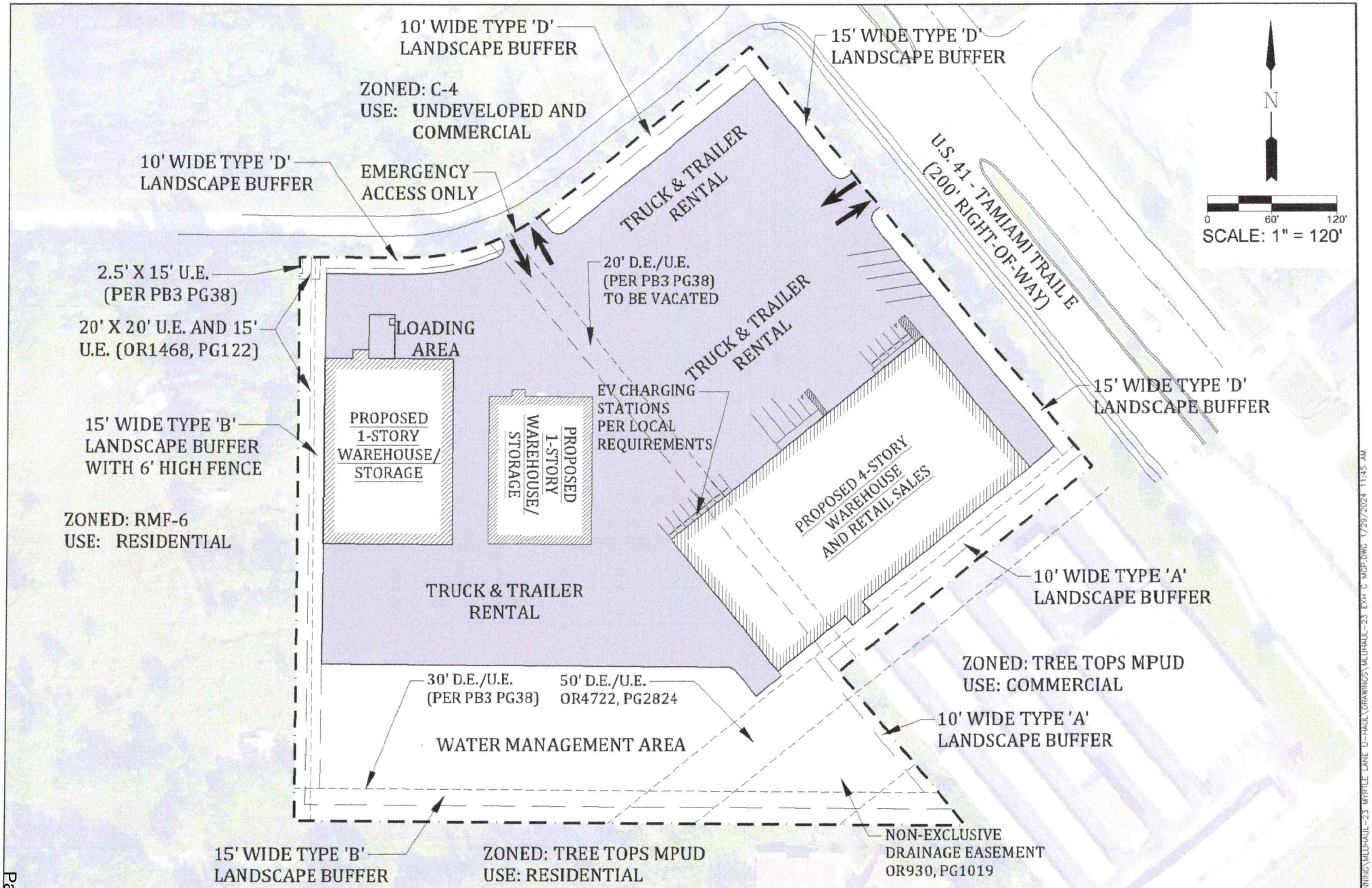
MASTER PLAN



LEGEND

[#] DEVIATION

[1]

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

5396 MYRTLE LANE CPUD

EXHIBIT C
MASTER PLAN

SCALE: 1" = 200'
JOB CODE: MLUHAUL-23
DATE: DECEMBER 2023
FILE NAME: MLUHAUL-23 EXH C MCP
SHEET 1 OF 2

G:\PLANNING\PROJ - PLANNING\MLUHAUL-23 MYRTLE LANE U-HAUL\DRAWINGS\MLUHAUL-23 EXH C MCP.DWG 1/29/2024 11:45 AM

5396 Myrtle Lane CPUD

LISTED SPECIES SURVEY

Collier County, Florida

January 2023

Prepared By:

Collier Environmental Consultants, Inc.
3211 68th Street SW
Naples, Florida 34105
(239) 263 – 2687
marcoe@prodigy.net

I Introduction / Purpose

This report is an account of a Listed Species survey recently performed on a 8.24 acre tract called 5396 Myrtle Lane CPUD. Required to meet county review requirements its purpose is to identify and describe key habitats and report any listed species using the site that would be at risk due to possible future development actions on the site. This examination took place during November 21 - 24, 2023.

II Site Description

The entire parcel consists of approximately 8.24 acres. The parcel is in Section 29, Township 50, Range 26; in Collier County, Florida. The parcel is located at the intersection of Myrtle Lane and US 41 (Tamiami Trail). The dominant forest type on this project site consists of 424H Hydric Melaleuca, 438 E4 Mixed Hardwoods with an exotic level of (76% - 100%), 740 Disturbed Areas, 832 FPL easement.

See Item # 1 - Location Map

In total the site consists of approximately 8.24 acres. The following is how the acreage figures breakdown.

424 H – Hydric Melaleuca	0.95 acres
438E4 – Mixed Hardwoods exotic level (76 – 100%)	3.93 acres
740 - Disturbed	3.01 acres
832 – FPL	0.35 acres
TOTAL	8.24 acres

See Item #2 - FLUCCS Map

The entire site is dominated by exotics. The site does have some native vegetation such as Cabbage palms, Slash pine, cypress and scattered palmetto. However, exotics dominate. Melaleuca, Brazilian pepper, ear leaf acacia and Downy rose myrtle dominate the entire site.

III Listed Species Survey

The required survey for a Listed Species Survey calls for a survey covering 100 % of the site, at prescribed transect distances per site acreage. Such a survey was attempted in November 21 - 24, 2023. Established transects oriented north - south and east - west and superimposed on an aerial map.

Both meandering and linear transects and stationary observations were conducted. Early morning (0730 - 1000), mid-day (1100 - 1500) and late-day (1500 - 1800) time periods were chosen to survey these transects. All possible species of plants and animals listed by state and federal agencies were noted. Concurrently, notes for FLUCCS mapping purposes were kept.

IV Results & Discussions

Listed Flora

See Item # 3 - FLUCCS Plant List

Listed Fauna

See Item # 4 - Wildlife Species Observed

Key Species Discussion

Florida Black Bear

No individuals were observed during this survey even though Black bears are known to inhabit the general area. Special attention was given for signs such as scraps, tracks and scat. This mammal has a large home range and is known to inhabit the area. Black bear nuisance calls do show up in this area. An exhibit has been provided.

Bonneted Bat

The Florida bonneted bat is the largest species of bat in Florida. Previously known as the Florida (Wagner's) mastiff bats these bats were reclassified as a separate species unique to Florida. The species can grow to a length of 6.5 inches with a wingspan of 20 inches. This is a flying mammal free to traverse great distances.

Examination of all trees with potential cavities was conducted. The density of Brazilian pepper and other midstory plants may impede flight patterns. No individuals and/or guano were found. This project is not anticipated to negatively impact the species.

Florida Panther

This parcel would be considered in the urban area. The site is not in the Panther Consultation Area.

Conclusions

Focused searches were conducted over several days.

This parcel is dominated by a variety of exotic vegetation. The site does have a few scattered native Slash pines. However, the entire site is dominated with Brazilian pepper, java plum, ear leaf acacia and Melaleuca. Old world climbing fern was also identified onsite. This site is very limited as viable habitat for any vertebrates. The site is also bordered by US 41 and commercial buildings and is located on what would be considered urban lands. If utilized by any vertebrates, they would be birds traversing the site and/or small mammals commonly found in urban areas. This study found no listed vertebrates on site.

Threatened, Endangered and Species of Special Concern

Species	Present	Absent
Black bear		x
Florida panther		x
Everglades mink		x
Big Cypress Fox squirrel		x
Indigo snake		x
American alligator		x
Gopher tortoise		x
Gopher Frog		x
Southeastern American kestrel		x
Red-Cockaded woodpecker		x
Florida Scrub Jay		x
Wood stork		x
Snail kite		x
Bald eagle		x
Limpkin		x
osprey		x
White ibis		x
Tricolored heron		x
snowy egret		x
Reddish egret		x
Little blue heron		x



LOCATION MAP

- Labels Drawing
- Points Drawing
- Lines Drawing
- Polygons Drawing
- Selected Custom Parcels
- Streets MapWise
- Streets OSM
- Streets MapWise
- County Boundaries
- Parcel Outlines

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LOCATION MAP

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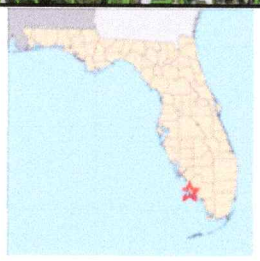

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LOCATION MAP

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Streets OSM Hybrid
County Boundaries
Parcel Outlines

N



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FLUCCS CODE AND VEGETATION INVENTORY

FLUCCS CODE (Description)

Common Name	Scientific Name	Indictor Status	Dominance/Stratum
424H- Hydric Melaleuca	**Approximately**	**0.95 acres**	
Melaleuca	*Melaleuca quinquenervia*	Exotic	Cp,O
Guineagrass	*Panicum maximum*	FAC-	G,C
Cypress	*Taxodium spp.*	OBL	Cp,M,C
Slash pine	*Pinus elliotti*	FACW	Cp,O
Cabbage palm	*Sabal palmetto*	FAC	M,O
laurel oak	*Quercus laurifolia*	FACW	Cp,O
palmetto	*Serona repens*	FACU	G,D
Morning glory	*Ipomoea indica*	FAC	G.O
Myrsine	*Myrsine floridana*	FAC	M,C
Downy rosemyrlte	Rhodomyrtus tomentosus	Exotic	M,O
sawgrass	*Cladium jamaicense*	OBL	G, D
Brazilian pepper	*Schinus terebinthifolius*	Exotic	M,C
Ear leaf acacia	*Acacia auriculiformis*	Exotic	Cp,M,O
Dahoon holly	*Ilex cassine*	OBL	M,O
Buckthorn	*Bumelia reclinata*	FAC	M,O
wax myrtle	*Myrica cerifera*	FAC+	M,O
camphor weed	*Pluchea rosea*	FACW	G, O
Cocoplum	*Chrysobalanus icaco*	FACW	M,O
Beggers ticks	*Bidens alba*	FACW	G,O
Swamp fern	*Blechnum serrulatum*	FACW+	G,D
Asiatic pennywort	*Cetella asiatica*	FACW	G,C
Gulfdune paspalum	*Paspalum monostachyum*	OBL	G,O
Flat sedge	*Cyperus ligularis*	FACW	G,C

438 E4 - Mixed Exotic Hardwoods exotics 75 – 99% **Approximately** **3.93 Acres**

This parcel has a few native trees such as Slash pines, cabbage palms and a few cypresses. The majority of the site is vegetated with exotics such as ear leaf acacia, java plum and Brazilian pepper. There is little ground cover due to heavy leaf litter.

Slash pine	*Pinus elliotti*	FACW	Cp,O
Cypress	*Taxodium spp.*	OBL	M,O
Cabbage palm	*Sabal palmetto*	FAC	M,D
Ear leaf acacia	*Acacia auriculiformis*	Exotic	M,D
Downy rosemyrlte	Rhodomyrtus tomentosus	Exotic	M,O
java plum	*Syzygium cumini*	Exotic	Cp,M,C
Brazilian pepper	*Schinus terebinthifolius*	Exotic	M,D
Melaleuca	*Melaleuca quinquenervia*	Exotic	Cp,O

Guineagrass	*Panicum maximum*	FAC-	G,C
Bahia grass	*Paspalum notatum*	UPL	G,C
Wedelia	*Wedelia trilobata*	Exotic	G,O
Wild coffee	*Psychotria nervousa*	FAC	G,O
Laurel oak	*Quercus laurifolia*	FACW	Cp,O
Strangler fig	*Ficus aurea*	FAC	M,O
Myrsine	*Myrsine floridana*	FAC	M,C / G,C
Lantana	*Lantana camara*	FACU	G,O
Sandspur	*Cenchrus echinatus*	FAC	G,C
Beggers ticks	*Bidens alba*	FACW	G.O
Air potato	*Dioscorea bulbifera*	Exotic	M,O
Chocolate weed	*Melochia corchorifolia*	FAC	G,O
Swamp fern	*Blechnum serrulatum*	FACW+	G,D
sawgrass	*Cladium jamaicense*	OBL	G,O
nut Sedge	*Cyperus ligularis*	FACW	G,O
Ragweed	*Ambrosia artemissiifolia*	FACU	G,C
Lygodium	*Lygodium microphyllum*	Exotic	G,O
Broom sedge	*Andropogon virginicus*	FAC-	G,C
Whitehead broom	*Spermacoce verticillata*	FAC	G,O
Dog fennel	*Eupatorium capillifolium*	FACW	G,O
Grape vine	*Vitis rotundifolia*	FAC	G,O
Virginia creeper	*Ampelopsis quinquefolia*	FAC	G.O
Cat-briar	*Smilax spp.*	FAC	G,C

740 Disturbed **Approximately** **3.01 Acres**

This area has been cleared. The site is now vegetated with secondary and pioneer plant species.

Sandspur	*Cenchrus echinatus*	FAC	G,C
Beggers ticks	*Bidens alba*	FACW	G.O
Chocolate weed	*Melochia corchorifolia*	FAC	G,C
Guineagrass	*Panicum maximum*	FAC-	G,O
Foxtail	*Setaria geniculata*	FAC	G,O
Broom sedge	*Andropogon virginicus*	FAC-	G,C
Whitehead broom	*Spermacoce verticillata*	FAC	G,C
flat sedge	*Cyperus ligularis*	FACW	G,O
yellow nut sedge	*Cyperus esculentus*	FAC	G,O
flat sedge	*Cyperus difformis*	OBL	G,O
Finger grass	*Eustachys petraea*	FAC	G,O
crabgrass	*Digitaria cilaris*	FAC	G,O
bluehearts	*Buchnera Americana*	FAC	G,C
Dog fennel	*Eupatorium capillifolium*	FACW	G,C
pineland heliotrope	*Heliotropium polyphyllum*	FAC	G,O

832 FPL EASEMENT **Approximately** **0.35 Acres**

ABREVIATIONS – **Canopy (Cp), Midstory (M), Ground Cover (G)**

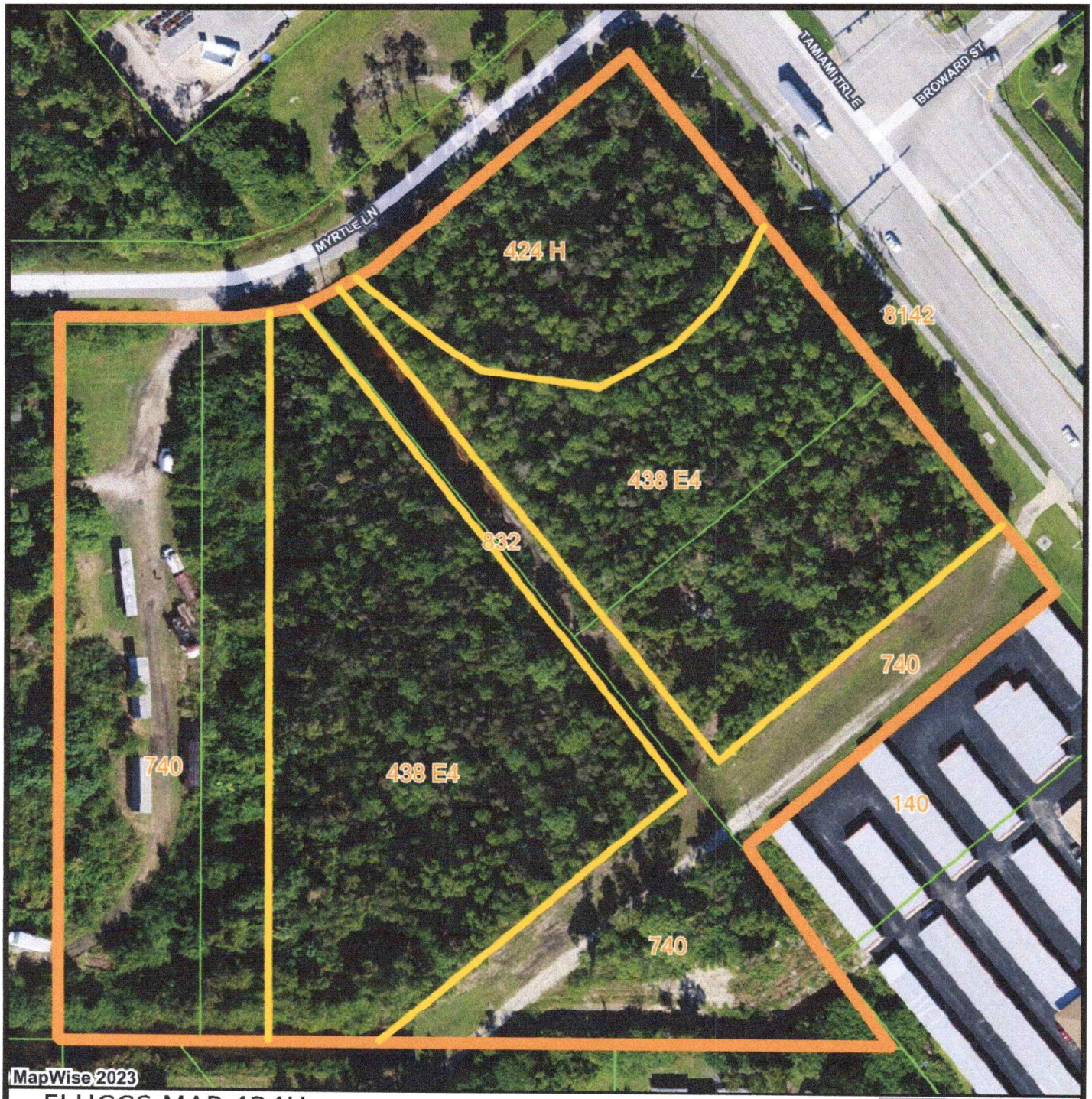
Dominant (D), Common (C), Occasional (O)

INDICATOR STATUS - **Obligate (OBL), Facultative wet plants (FACW), Facultative plants (FAC), Upland (UPL)**

OUTSIDE PROJECT FOOTPRINT

140- **Commercial/Office**

8142- **US 41- Divided Roadway**



FLUCCS MAP 424H - HYDRIC MELALEUCA, 438E4 - MIXED HARDWOODS 76 - 100% EXOTICS, 740 - DISTURBED, 832 - FPL

Labels Drawing
Points Drawing
Lines Drawing
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Selected Custom Parcels
Streets MapWise
County Boundaries
Parcel Outlines

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0 60 120 180 ft

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WILDLIFE SPECIES OBSERVED

Common Name	Species	Status
Amphibian & Reptiles:		
Brown anole	Anolis sagrei	
Birds:		
Dove- mourning	Zenaida macrour	
Bluejay	Cyanocitta cristata	
Northern mockingbird	Mimus polyglottos	
Cardinal	Richmondena cardinalis	
Vulture, turkey	Cathartes aura	
Vulture, Black	Coragyps atratus	
Red bellied woodpecker	Melanerpes carolinus	
Mammals:		
Raccoon	Procyon lotor	
Nine-banded armadillo	Dasypus novemcinctu	

BLACK BEAR NUISANCE CALLS



1/30/2024, 1:15:25 PM

Black Bear Calls

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Florida Fish and Wildlife Conservation Commission-Fish and Wildlife Research Institute, University of South Florida, County of Collier, Esri, HERE,

TRGIS User

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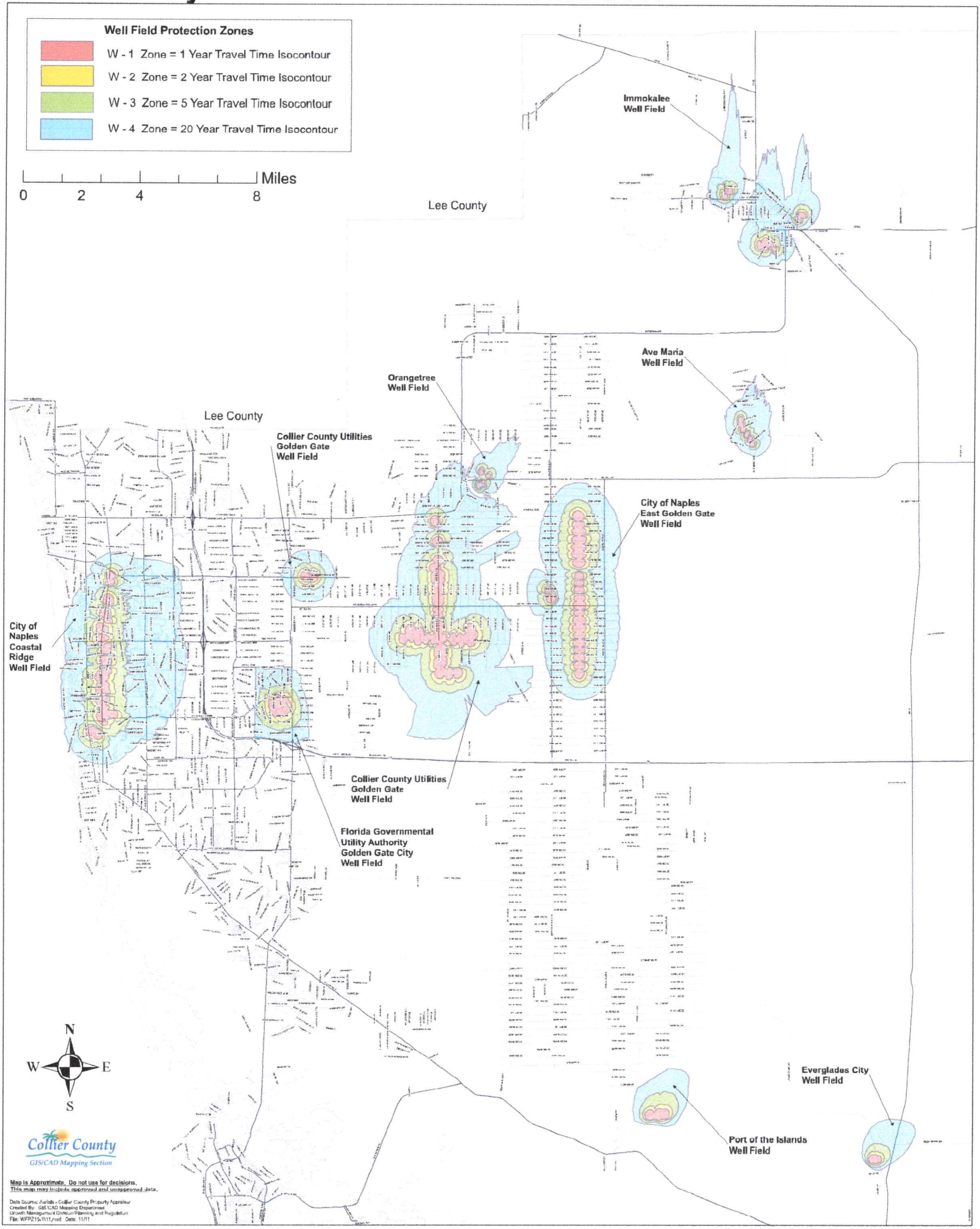
COLLIER COUNTY WELL FIELDS

Collier County Well Field Protection Zones 2010



5396 Myrtle Lane Commercial Subdistrict
Exhibit D - Proposed New Inset Map



LEGEND

5396 Myrtle Lane Commercial Subdistrict

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

950 475 0 950 Feet

5396 Myrtle Lane Commercial Subdistrict (PL20230011318)

Growth Management

The small-scale growth management plan amendment proposes to establish a new subdistrict which would permit up to a maximum of 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses consistent with uses permitted in the C-3 commercial Zoning District of the Collier County Land Development Code (LDC) on the 8.24+/- acre property. The subdistrict will permit a U-Haul smart mobility center that will provide for indoor mini self-storage, warehousing, moving truck rental/leasing, propane gas sales and electric vehicle charging stations, with associated retail sales of moving/packing supplies. This would be a replacement facility for the existing U-Haul facility that has operated within the Mini-triangle redevelopment area for decades. The proposed site will allow for development of a modern facility in a location that is of sufficient size allow for a facility to meet the growing demand in Collier County.

Under, Chapter 163 of the Florida Statutes, local governments may adopt small-scale amendments to their Growth Management Plans if the amendment impacts fewer than 50 acres. The proposed new sub-district consists of approximately 8.24 +/- acres and is; therefore, eligible to seek the proposed small-scale amendment. A companion PUD rezoning application has been filed with Collier County.

Chapter 163.3167 Scope of act.—
(9) Each local government shall address in its comprehensive plan, as enumerated in this chapter, the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable plan developed pursuant to s. 373.709.

The project currently has potable water and sewer service by Collier County Water Sewer District. No capacity issues exist or are anticipated in the service area.

Chapter 163.3177
(6) (a) 2. The future land use plan and plan amendments shall be based upon surveys, studies, and data regarding the area, as applicable, including:

a. The amount of land required to accommodate anticipated growth.
b. The projected permanent and seasonal population of the area.
c. The character of undeveloped land.
d. The availability of water supplies, public facilities, and services.
e. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.
f. The compatibility of uses on lands adjacent to or closely proximate to military installations.
g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.
h. The discouragement of urban sprawl.
i. The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.
j. The need to modify land uses and development patterns within antiquated subdivisions.

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradyminor.com • www.gradyminor.com

The applicant has prepared a market demand analysis that demonstrates the need for the new and modernized U-Haul facility in this location of Collier County. The property is presently zoned for commercial and multi-family residential development and is of sufficient size to accommodate the proposed indoor storage, truck rental and moving facility. The property represents an infill opportunity along the Tamiami Trail East area, which is within the urban area and has access to water, sewer and a signalized intersection. Properties to the south, west and north are zoned commercial, making the proposed infill development appropriate for the proposed U-Haul facility.

Chapter 163.3177

8. Future land use map amendments shall be based upon the following analyses:
   a. An analysis of the availability of facilities and services.
   b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
   c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

The 5396 Myrtle Lane Commercial Subdistrict is consistent with Chapter 163.3177, F.S. The applicant has prepared a market demand analysis which discusses the need for U-Haul to relocate from its existing facility due in order to expand to serve the growing demand for moving and storage facilities in Collier County.

The subdistrict includes all available land of a size adequate to support a commercial project.

163.3184 Process for adoption of comprehensive plan or plan amendment.

The proposed amendment is consistent with Chapter 163.3184, F.S which establishes the criteria for small-scale comprehensive plan amendments to a growth management plan.

163.3187 Process for adoption of small scale comprehensive plan amendment.—

(1) A small scale development amendment may be adopted under the following conditions:

(a) The proposed amendment involves a use of 50 acres or fewer and:

(b) The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan, but only proposes a land use change to the future land use map for a site-specific small scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small scale future land use map amendment shall be permissible under this section.

(c) The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

The proposed amendment involves the use of less than 50 acres, the proposed amendment includes a map amendment and associated text relating directly to the map amendment, and the property is not located within an area of critical state concern. No State or regional impacts are associated with the proposed amendment.

Project Justification

Future Land Use Element:

The 8.4± acre project is designated Urban Designation, Mixed Use District, Urban Coastal Fringe Subdistrict on the Future Land Use Map. The small-scale growth management plan amendment proposes to establish a new subdistrict which would permit the new modern U-Haul facility in a location that will better serve the growing population of Collier County.

Policy 5.6:
New developments shall be compatible with, and complementary to, the surrounding land uses, as set forth in the Land Development Code.

The site has been previously zoned for commercial and multi-family residential uses. The companion PUD provides for a mix of uses that are appropriate for the site and outlines development standard that will allow for the multi-story indoor self-storage facilities and moving truck rental facility. Where the property abuts the RMF-6 zoned property to the west, a landscape buffer consistent with that required by the LDC will be provided.

Objective 7 and related policies:

The property abuts both U.S. 41 and Myrtle Lane. Primary access will be provided on U.S. 41 and a secondary access is proposed to Myrtle Lane. A full interconnection to Myrtle Road is not proposed due to the nature of the proposed U-Haul facility that requires a secure storage area for the rental vehicles. No interconnection to the adjacent vacant residential zoned property is proposed as that parcel has direct frontage on Myrtle Lane.

Transportation Element:

Policy 5.1 requires that all projects are evaluated to determine their effect on the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway segment that is deficient as identified in the current AUIR. The TIS prepared in support of this small-scale amendment application concludes that no level of service issues will arise from development of the proposed.

Public Facilities Element:

The property is served by potable water and sanitary sewer services. Water and sewer service will be provided by Collier County Water Sewer District. No capacity issues have been identified or are anticipated in the future.

Conservation and Coastal Management Element:

Policy 6.1.2 requires that developments in the Urban area must retain a minimum of 25% of existing native vegetation on-site. The site is infested with invasive exotic species and no preserve area is required on the property.

Proposed Location: US Hwy 41 and Myrtle Lane, Naples FL 34113

Needs Analysis



Needs Analysis

Findings Summary

Objective:

The Needs Analysis illustrates the growth in Collier County in relation to the proposed location and how the proposed storage location will meet the new demand and benefit the County.

U-Haul is proposing a new center at US Hwy 41 and Myrtle Lane in Collier County. The facility would replace the existing U-Haul center at 2001 Tamiami Trail East, Naples FL. Our current location has reached capacity and offers limited number of services. Redevelopment of the current location is not feasible. For this reason, U-Haul Company has found a better location to relocate this operation in order to continue its business. It will act as a "One Stop Shop" Smart Mobility location, which offers variety of services which include self-storage, U-Haul truck and trailer share, propane, hitch and towing needs, charging stations and related retail sales (see next page).

Collier County is experiencing significant growth along Hwy 41. The growth is due to multiple new construction projects in the area and additional planned developments forthcoming.

The proposed location will serve 16,452 households within 3- mile radius trade area. This infill development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

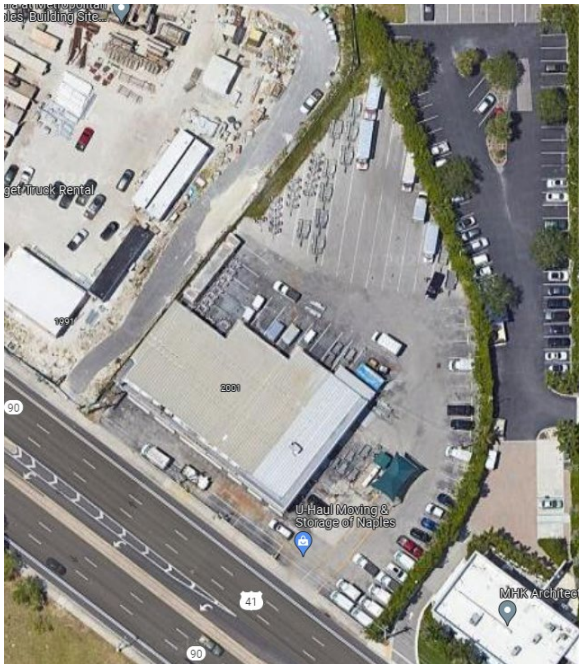
The proposed development requires a PUD amendment and a small- scale Growth Management Plan amendment.



Current location



Land Area: 1.02 acres
Building Gross: 11,909 SF , One- story



Because of the of the property size , the existing U-Haul location offers only limited services.

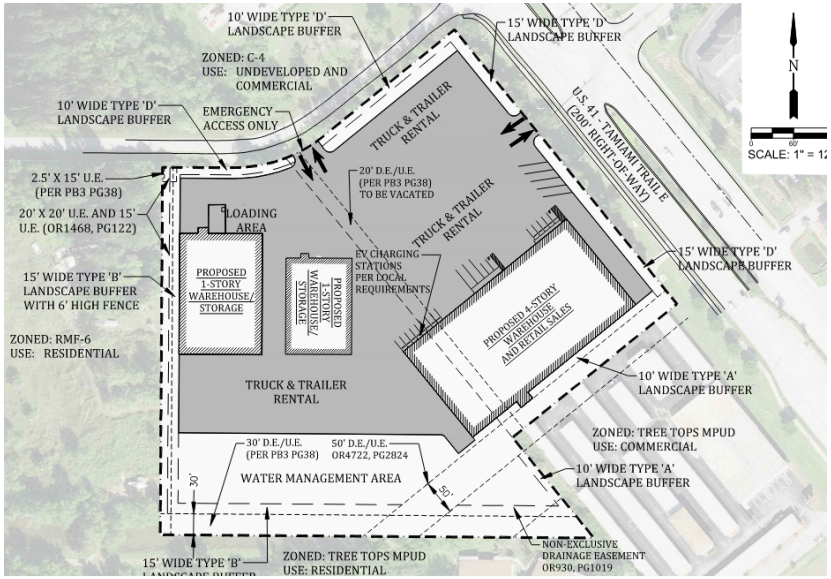
Offered services (limited):

- Self-storage (limited)
- Truck and trailed share
- Moving supplies
- Hitches and propane
- U- box storage (limited)

“One Stop Shop” Smart Mobility Proposed location



Land Area: 8.24 acres
Building Gross: 102,000 SF ,Three- story

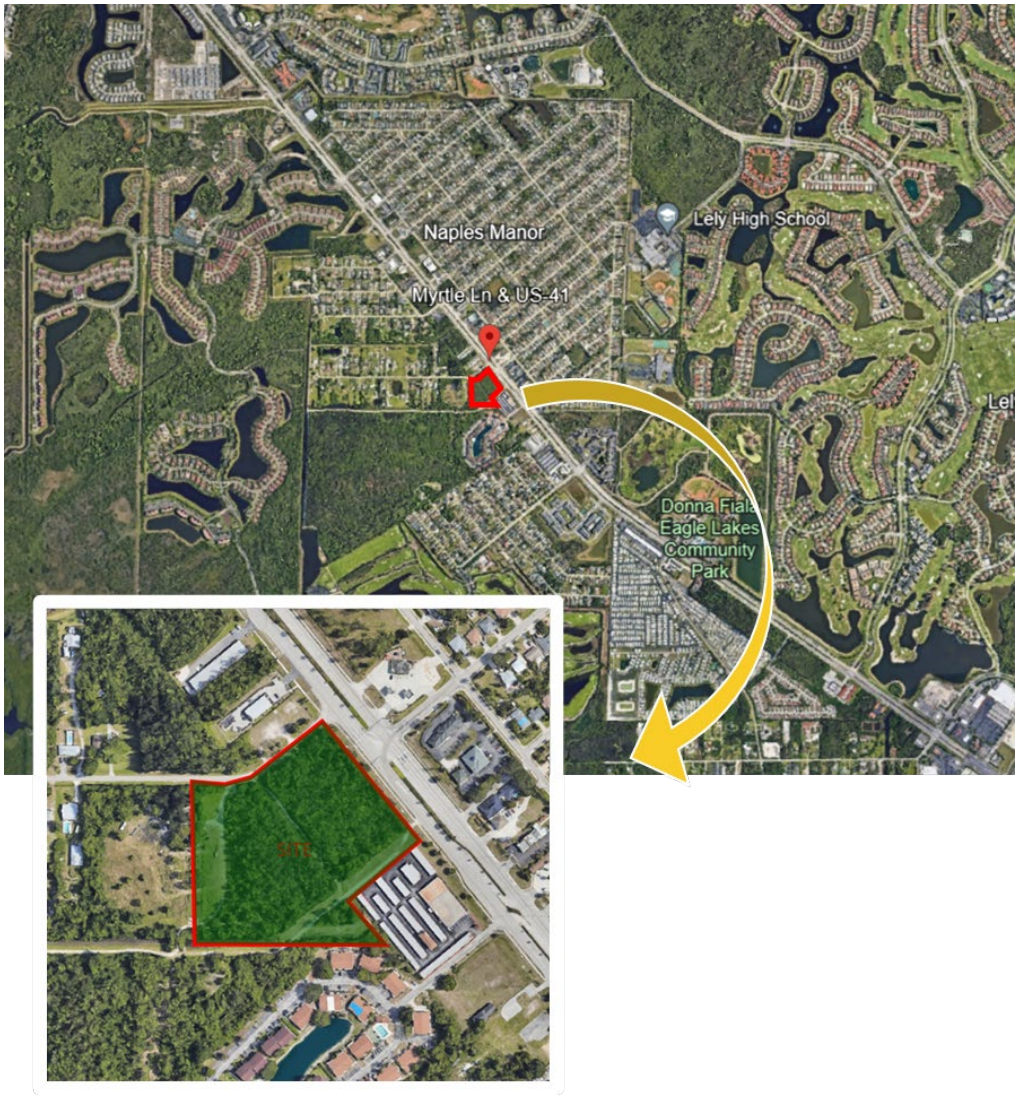


The U-Haul proposed site campus location will provide multiple products and services on the 8.24-acre site.

Offered services:

- Self-storage
- Truck and trailer share
- Moving supplies
- U- Box storage
- Hitches and towing needs
- Propane, accessories
- Moving labor
- College moving
- Military moving
- International moving
- Charging stations

Proposed Location/ Site Accessibility

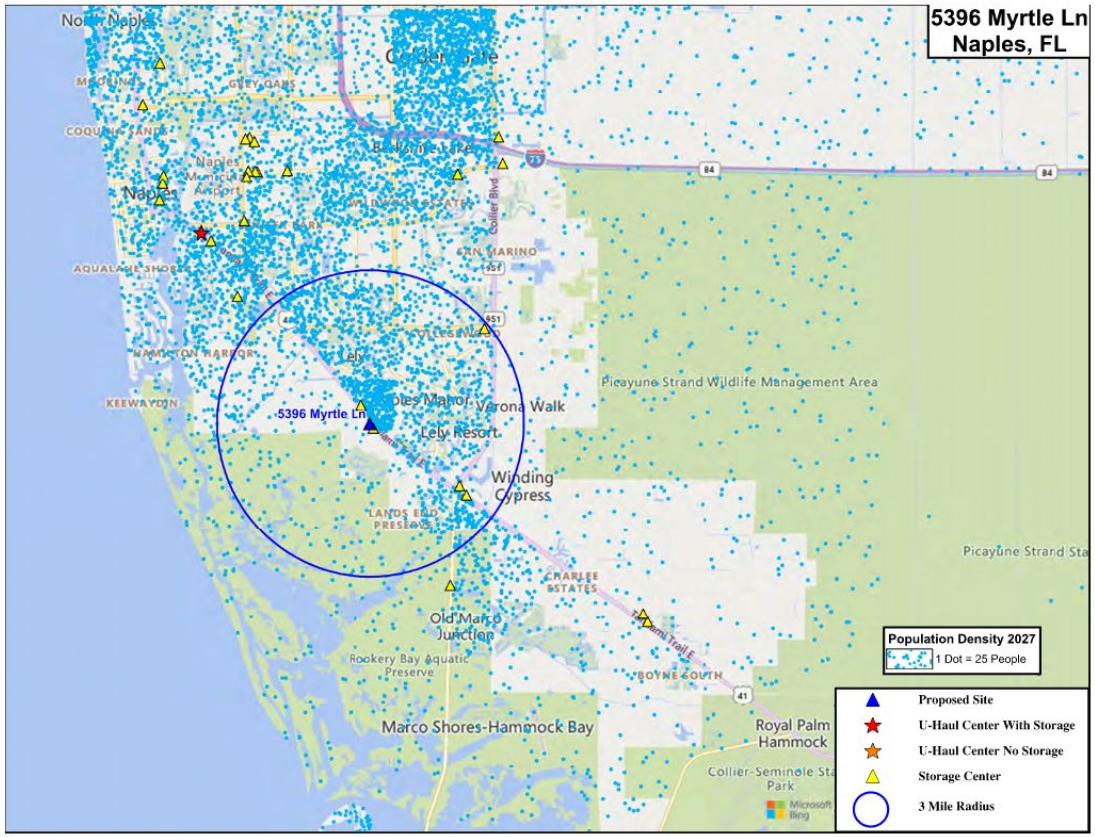


The property is currently vacant parcel. It is surrounded by residential properties, vacant lots and some commercial properties along US Hwy 41.

The site location along US Hwy 41 would make the proposed development ideal location to serve the residential community on both sides of the US Hwy 41. US Hwy 41/ Tamiami Trail E is currently a 6-lane major arterial road connecting Naples Florida with the rest of the Collier County.

U-Haul Moving and Storage is a convenience business. Our philosophy is to place U-Haul stores in high growth residential areas, where we fill a need for our products and services. Customers are made aware of the U-Haul store, primarily via drive-by awareness, much like that of a convenience store, restaurant or hardware store.
The proposed location will have approximately 25-30 employees.

Current Population & Projected Population Growth over 5 years



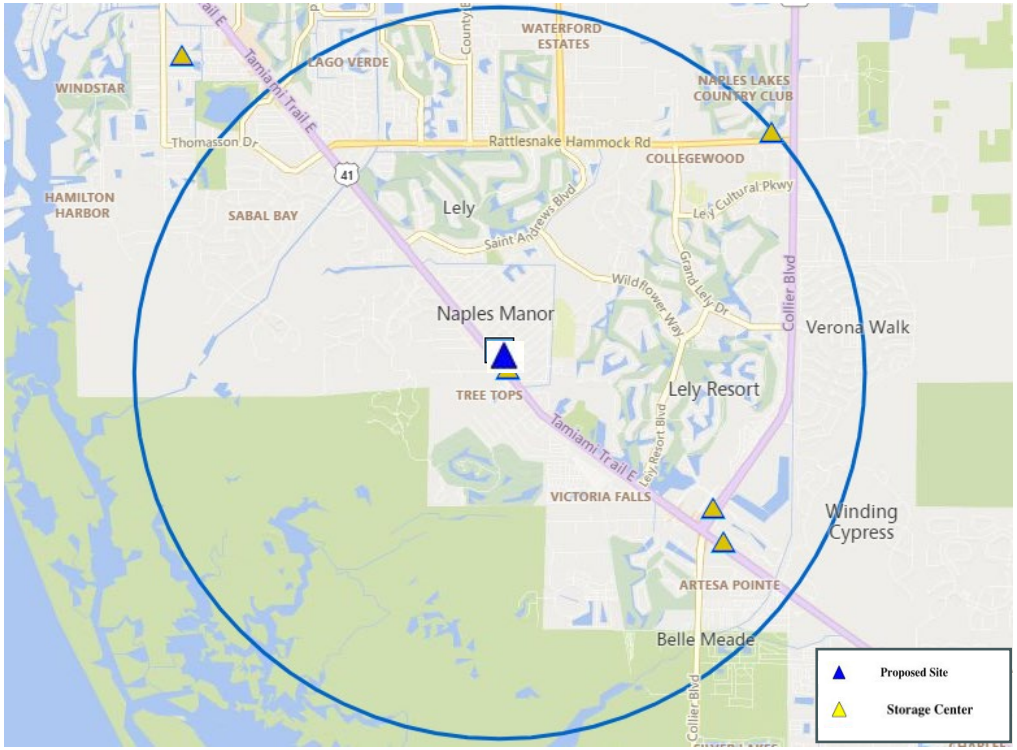
The map illustrates the location and intensity of the population growth that is expected to occur over the next five years. The growth is expected to contribute to a significant increase in the demand for storage that cannot be met by the current available storage locations.

Below is the estimated population data for the projected growth in the different trade areas and the county as a whole.

The current estimated population in the trade area is 39,204 residents, 16,452 households within a 3- mile radius. Collier County's estimated current population is 387,712 residents. The projected population growth over five years in the 3-mile radius trade areas is 12.5 %, which is a conservative number due to all new development coming in the area.

Trade Area	2022 Estimated Population	2027 Projected Population	5 Year Pop Increase	Total Pop Growth
1 Mile Radius	11,551	13,393	1,842	15.9%
3 Mile Radius	39,683	44,662	4,979	12.5%
5 Mile Radius	82,204	89,149	6,945	8.4%
Collier County	387,712	416,113	28,401	7.3%

Storage Saturation -3 miles



The map illustrates the proposed location of the U- Haul center and storage competitors within 3-mile radius trade area. Several of the competitors are old model drive up mini-storage facilities. The proposed U-Haul storage location with interior access climate-controlled storage is a modern storage center. Its campus will provide multiple products and services. It is referred to as " One Stop Shop"- self storage , U Box storage , truck and trailer share and related retail, EV charging stations, hitches, propane, etc.

Location Type	Entity#	MCO#	Entity name	Street	City	State
Storage Community	Naples	830	Cubesmart Self Storage	11400 Tamiami Trl E	Naples	FL
Storage Community	Naples	830	Storesmart	6810 Collier Blvd	Naples	FL
Storage Community	Naples	830	Public Storage	13191 Tamiami Trl E	Naples	FL
Storage Community	Naples	830	Extra Space Storage	7391 Rattlesnake Hammock Rd	Naples	FL

5396 Myrtle Lane, Naples FL Competitors - 3 miles Marketing Area Propensity (MAP)

The table provides information regarding the type of facilities the competitor sites include within 3-mile radius.
Two storage competitors are of a newer type storage with 100% climate- controlled storage facility. The other two competitors include older model storage with climate and non climate storage.
This shows that trend in the industry that that storage has changed from a drive- up industrial use to climate controlled commercial use.

The additional sites provided for future development include two, which are Car Condos and the third was already included in our analysis, which is Public storage.

MAP - (Market Area Propensity) - 10.90 MAP indicates we are underserving the community based on the number of locations, storage NRSF available, and population within the area.

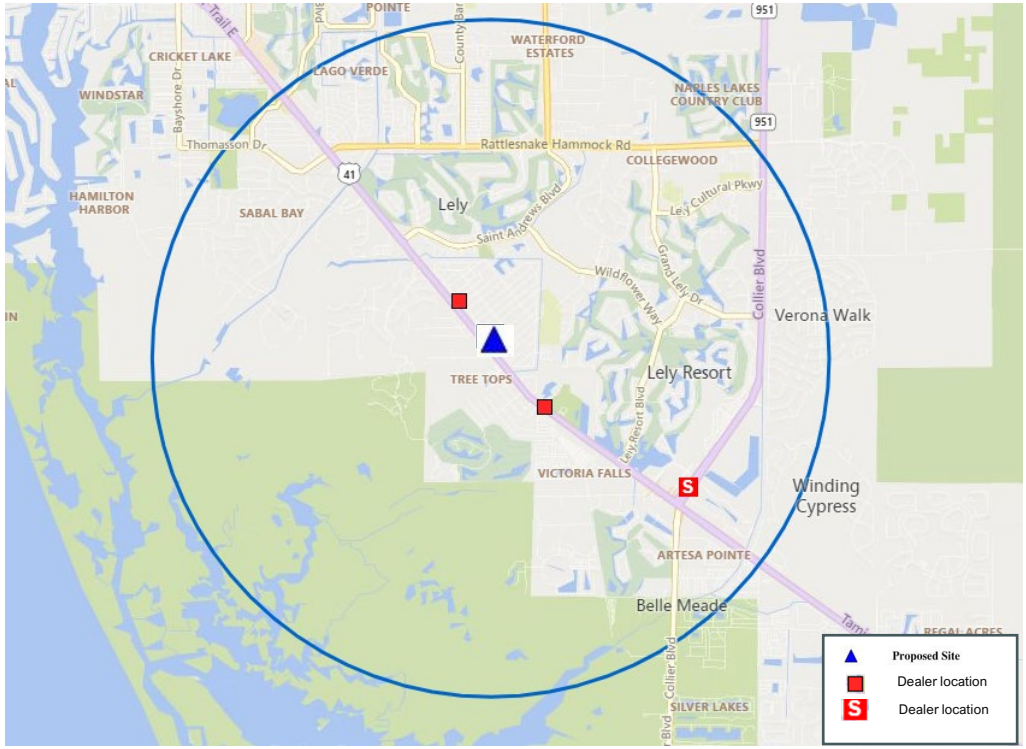
MAP of 20 or below is an indicator for us to be in the community and shows us that the community is underserved.

5396 Myrtle Lane, Naples FL Competitors 3 Miles
Marketing Area Propensity Calculation

Storage Facility	Approximate Sq Foot		
	Climate	None Climate	Total Sq ft
Cube Smart 11400 Tamiami Trail E Naples FL 34113	56,000	24,000	80,000
Public Storage 13191 Tamiami Trail E Naples FL 34114	105,000	0	105,000
Midgard Self Storage 6810 Collier Blvd Naples FL 34114 (formaly known as Storesmart)	35,000	15,000	50000
Extra Space Storage 7391 Rattlesnake Hammock RD Naples FL 34113	70,000	0	70,000
Proposed U-Haul Myrtle Lane Naples FL 34113	102,000	0	102,000
Total	333,000	39,000	372,000

305,000 Sq Ft of Competitor Storage plus 102,000 Proposed U-Haul = 407,000 Sq Ft of storage in 3 miles
Population in 3 miles = 41,000
Storage Facilities in 3 miles = 4
Ave Sq Ft of 4 Storage Facilities=76,250
4x76,250= 305,000 + 102,000 = 407,000 Divided by 41,000 population = 10.90 MAP

Storage Dealers- 3 miles



The map illustrates the location U- Haul dealers within 3-mile radius trade area. The dealers typically would only have a few rental trucks on their lots. Our dealers are local area residents who understand the goals and challenges of the community in which they live and work. They strive to provide quality products and services to ensure their own success, and in turn, support neighboring commerce. Through expanding economies, the U-Haul business model allows local dealers the ability to serve and support the community while improving their own chances of sustainable business outcomes.

Location Type	Entity#	MCO#	Entity name	Street	City	State
Dealer	035051	830	Exxon Gas Station	11163 Tamiami Trail E	Naples	FL
Dealer	029610	830	Global Mail & Ship	11522 Tamiami Trail E	Naples	FL
Dealer	008784	830	Midgard Naples 1	6810 Collier Blvd	Naples	FL

Demographic Data Source

The demographic data used in this analysis was licensed by Alteryx from Experian US. The vintage used was from their 2022 Q3 release. This data is available at several geographic levels: County, ZIP Code, Census Tract, and Block Group. It contains a wide range of demographic variables, including, but not limited to housing counts, population counts, income variables, home ownership, housing types, age characteristics, occupation, and seasonality metrics. Furthermore, Experian US also provides 5-year housing, population, and income projections.



Additional Considerations and benefit to Collier County

- U-Haul strives to locate stores within high demand communities to increase convenience and access for DYI moving customers while reducing traffic congestion and emissions. U-Haul centers generate less traffic than other retail or commercial uses.
- U-Haul and The Conservation Fund have worked together since 2007 to raise both money and awareness to address climate change by planting trees and restoring forests.
- The partnership has grown to include urban conservation and green economy opportunities which are creating green jobs, reducing neighborhood flooding, and providing safe places to play in underserved communities.
- It is our desire to improve the quality of the existing property by implementing sustainability features, such as energy efficient LED lighting , energy efficient windows and HVAC units, local building materials, sustainable site design features.
- The proposed U-Haul center would add to the property value and increase the tax base, which strengthens the economic base of the community.
- U-Haul also promotes social and economic sustainability, more than 18 million customers rented U- Haul trucks and trailers in 2021 nationwide. U-Haul provides positive economic support to a community by attracting customers from different regions.





Additional Consideration and benefit to Collier County

- This added customer base, increases awareness of other nearby merchants and fosters relationships that may bring new business to the city, ensuring a viable, expanding local economy.
- Increased business traffic may require hiring additional employees, improving the quality of life for residents needing work to support themselves and/or their families.
- U-Haul has a successful and reliable track record of stability and reliability and, is a devoted neighbor in over 1,000 communities in North America. Strengthened with 77 years of DYI moving and storage expertise, U-Haul is a reliable anchor business attracting customers from within and around Collier County community.
- This proposed U- Haul storage location will increase exposure and support many neighboring small businesses, adding to the County's economic success and resilience.



Image courtesy of Google Earth

Conclusion

The Needs Analysis illustrates the growth in Collier County and justifies the need to relocate U-Haul to this location, where we can provide all the amenities and services that our business offers.

The proposed location offers numerous advantages due to the “One Stop Shop” Smart Mobility operation, part of U-Haul’s business model and is contributing positively to the local community. Collier County is known for its affluent population and robust economy, making it an ideal location for a U-Haul facility. The county’s steady population growth, combined with high number of seasonal residents, indicates a consistent demand for self-storage solutions and truck rental services.

Significant population growth is projected in the area served by the proposed U- Haul storage center along US Hwy 41. The proposed center aligns with Collier County's economic, demographic, and environmental dynamics. The venture is poised to contribute positively to the County's development, offering valuable services that cater to the needs of both residents and businesses while adhering to the local environmental and community standards.



5396 Myrtle Lane Commercial Subdistrict (PL20230011318)

Public Facilities

Provide the existing Level of Service Standard (LOS) and document the impact the proposed change will have on the following public facilities:

The subject 8.24± acre property proposes to create a new subdistrict which would permit up to a maximum of 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses consistent with uses permitted in the C-3 commercial Zoning District of the Collier County Land Development Code (LDC).

The public facilities analysis evaluates the project impacts on Class A public facilities including potable water, wastewater, drainage, parks, schools, roadways, fire/EMS and solid waste. The source for the LOS information is the Collier County 2021 AUIR, unless otherwise noted.

Potable Water

The property is located within the Collier County potable water service area. The LOS for potable water is based on residential population; therefore, the proposed project will not cause any LOS issues in the 5-year planning horizon.

Sanitary Sewer

The property is located within the Collier County sanitary sewer service area. The LOS for sanitary sewer is based on residential population; therefore, the proposed project will not cause any LOS issues in the 5-year planning horizon.

Arterial and Collector Roads

Please refer to the Traffic Impact Statement for discussion of the project's impact on the LOS for arterial and collector roadways within the project's radius of development influence.

Drainage

The County has adopted a LOS standard for private developments which requires development to occur consistent with water quantity and quality standards established in Ordinances 74-50, 90-10, 2001-2 and LDC Ordinance 2004-41, as may be amended.

The property will be issued an Environmental Resource Permit (ERP) by the Florida Department of Environmental Protection (FDEP), which has established requirements for water quality treatment, storm water runoff attenuation and controlled off-site discharge of storm water runoff.

The proposed development is consistent with Collier County LOS standards.

Solid Waste

The property is located within the Collier County solid waste service area. The LOS for solid waste is based on residential population; therefore, the proposed project will not cause any LOS issues in the 5-year planning horizon.

Parks: Community and Regional

The increased commercial use has no impacts on this public facility.

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradyminor.com • www.gradyminor.com

No adverse impacts to Community or Regional Parks result from the amendment of this subdistrict.

Schools

The increased commercial use has no impacts on this public facility.

No adverse impacts to Community or Regional Parks result from the amendment of this subdistrict.

Fire Control, Sheriff and EMS

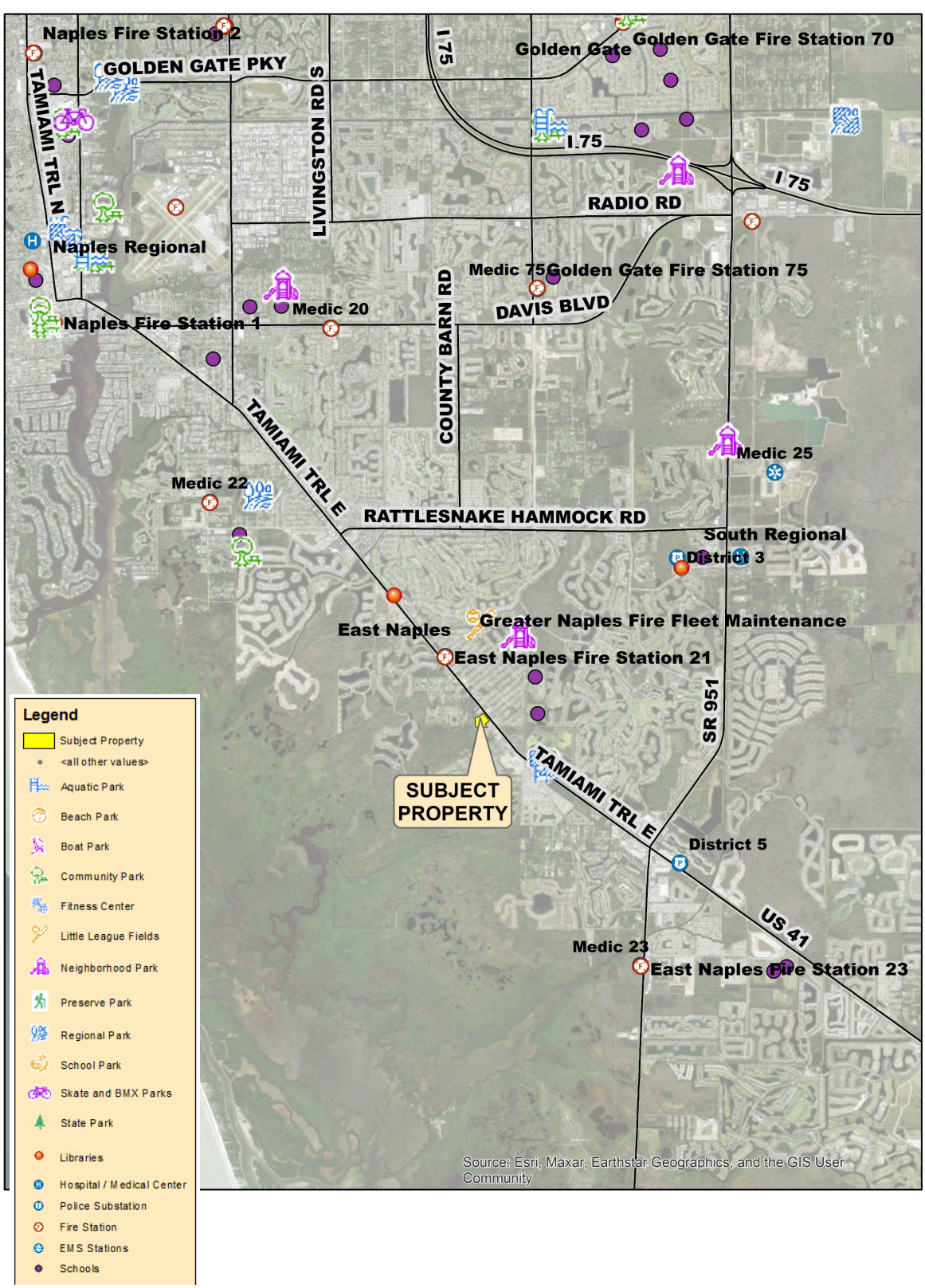
The proposed project lies within the Greater Naples Fire and Rescue District. The Greater Naples Fire Control and Rescue District - Station #21, located at 11121 Tamiami Trail E, Naples, FL 34113, which is approximately 3.3 miles from the property. No significant impacts to Fire Control level of service are anticipated due to the proposed project. Estimated impact fees for EMS and fire would be determined at time of SDP based on the size or type of development.

Sheriff, Fire Protection and EMS Services location/address of facilities intended to serve the project are;

Greater Naples Fire Control and Rescue District - Station #21
11121 Tamiami Trail E, Naples, FL 34113

Collier County Sheriff's Office - District 5
13245 Tamiami Trail E, Naples, FL 34114

Existing Services and Public Facilities Map:



Traffic Impact Statement

U-Haul Relocation
CPUDZ Application

Collier County, Florida
08/20/2024

Prepared for:

Metropolitan Naples, LLC
1500 Fifth Ave S, Suite 106
Naples, FL 34102
Phone: 239-514-4001

Prepared by:

Trebilcock Consulting Solutions, PA
2800 Davis Boulevard, Suite 200
Naples, FL 34104
Phone: 239-566-9551
Email: ntrebilcock@trebilcock.biz

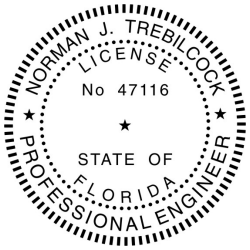
Collier County Transportation Methodology Fee* – $500.00 Fee

Collier County Transportation Review Fee* – Minor Study – $750.00 Fee

Note – *to be collected at time of first submittal

Statement of Certification

I certify that this Traffic Impact Statement has been prepared by me or under my immediate supervision and that I have experience and training in the field of Traffic and Transportation Engineering.



Norman J. Trebilcock, AICP, PE, PTOE
FL Registration No. 47116
Trebilcock Consulting Solutions, PA
2800 Davis Boulevard, Suite 200
Naples, FL 34104
Company Cert. of Auth. No. 27796

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Project Description

The applicant is proposing to rezone property from the Myrtle Woods CPUD and RFM-6 Zoning Districts to a Commercial PUD to allow development of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses. This will be a replacement facility for the existing U-Haul facility 5 miles to the west in the Mini-triangle redevelopment area. The property is within Section 29, Township 50S, Range 26E and consists of ±8.24 acres. Refer to **Figure 1 – Project Location Map** and **Appendix A: Project Master Site Plan**.

Figure 1 – Project Location Map



The project will consist of a truck rental operation and 200,000 square feet (SF) of self-storage.

A methodology memorandum was transmitted via email to the Collier County Transportation Planning staff on January 24, 2024 (ref. **Appendix B: Initial Meeting Checklist (Methodology Meeting)**).

The project access connection to the surrounding roadway network is proposed as direct connections onto US 41 East and Myrtle Ln (emergency only). A detailed evaluation will be performed at the time of site development permitting.

The analysis year is 2029.

Trip Generation

The PUD is treated for trip generation purposes as 3,000 SF of truck rental office space represented by Institute of Transportation Engineers (ITE) land use code (LUC) 812, 200,000 SF of self-storage (LUC 151), and the three-day average peak hour trips counted at the existing site (daily not available) factored to peak season using the FDOT 2023 Countywide peak season conversion factor (all in **Appendix E)**.

The ITE rates or equations are used for the trip generation calculations, as applicable. The ITE 11th edition data pages are provided in **Appendix C**. The trip generation associated with the proposed build-out condition is summarized in **Table 1.**

Under the existing zoning, a typical development scenario could be 61,000 SF of shopping center. Its net new trip generation (excluding pass-by trips) is shown in **Table 1** for comparison (see **Appendix C** for details). The proposed development is projected to generate significantly less traffic.

Table 1 - Trip Generation

Use	ITE LU#	Measure-ment Unit	# of Units	Rate (1) or Eqn. (2)			Trips	Daily Traffic	Reduct-ion %	PM Peak Hour			Reduct-ion %	AM Peak Hour		
				Daily	AM	PM				In	Out	Total		In	Out	Total
Building Material and Lumber Store	812	1000 SF	3.000	1	1	1	Total	51		3	4	7		3	2	5
Mini-Warehouse	151	1000 SF	200	1	1	1		290		14	16	30		11	7	18
Existing Site										13	12	25		8	8	16
Total								341		30	32	62		22	17	39
Existing								3,501		116	122	238		49	30	79
Net Change								(3,160)	-	(86)	(90)	(176)	-	(27)	(13)	(40)

Trip Generation Rates from ITE *Trip Generation Manual* 11th Ed.

U-Haul Existing Site Traffic Counts in Appendix E - Existing Daily traffic not available.

In agreement with the Collier County TIS guidelines, significantly impacted roadways are identified based on the proposed project highest peak hour trip generation (net new total trips) and consistent with the peak hour of the adjacent street traffic. Based on the information contained in the Collier County 2023 Annual Update and Inventory Report (AUIR), the peak hour for the adjacent roadway network is PM peak hour.

The estimated effect on external trips at project buildout condition is a reduction of 176 PM peak hour two-way trips (adjusted).

The maximum total daily trip generation for the PUD shall not exceed 62 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.

Trip Distribution and Assignment

The distribution of project traffic was estimated by adding a new traffic analysis zone (TAZ# 2986) to the District 1 Regional Planning Model (D1RPM) containing 40 commercial employees consistent with the expected employment for the truck rental operation and the self-storage unit. **Figure 2** shows the distribution percentages produced by the adopted model in the immediate vicinity of the project.

Figure 2 - Trip Distribution

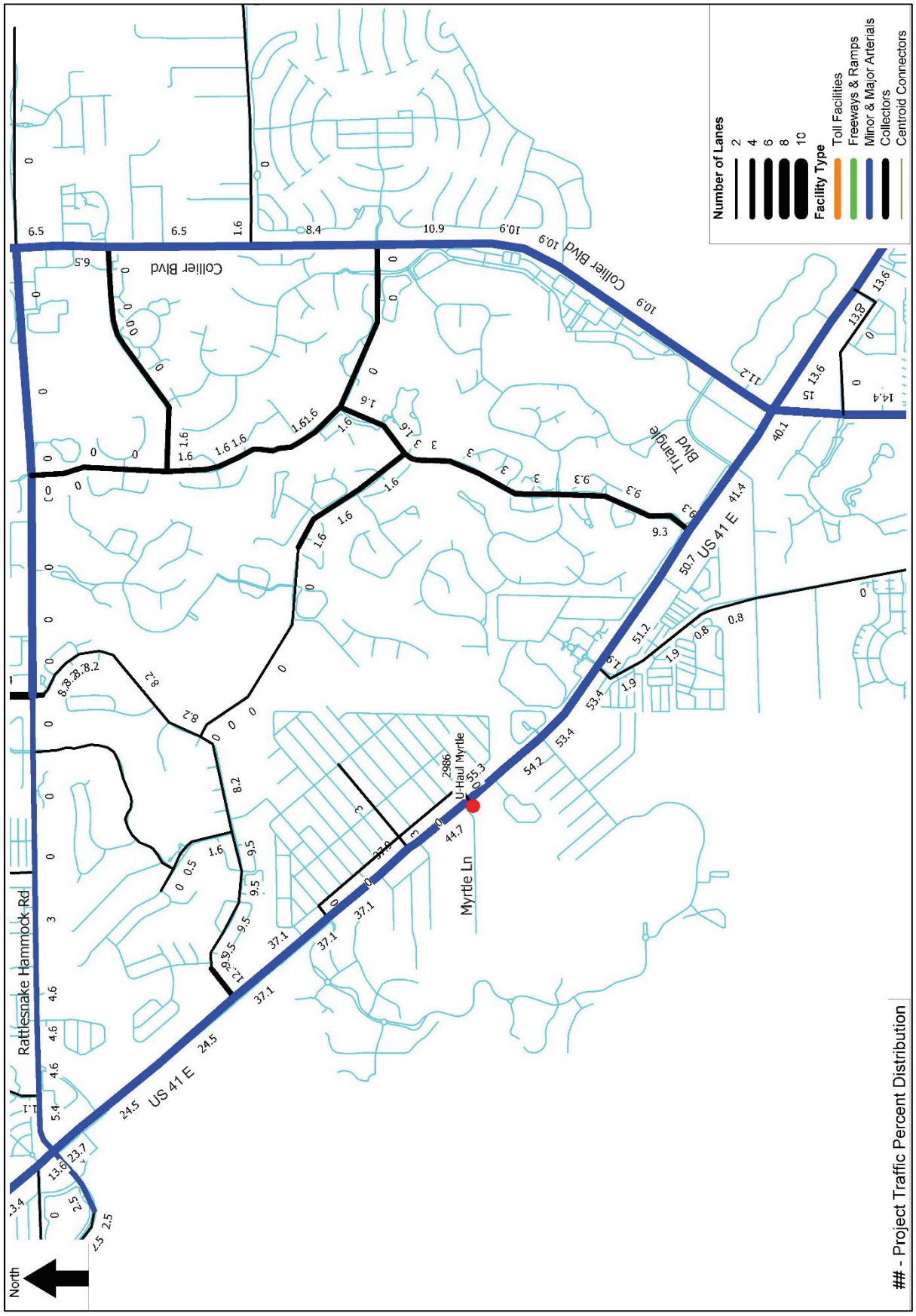


Table 2 contains the arterial and collector road segments on which the project has a significant impact or were reviewed to confirm the limit of significant impact. The distribution percentages are the averages of those at the segment endpoints in **Figure 2**. The traffic volume distributed is the project's estimated impact (62 peak hour two-way).

The calculations that **Table 2** contains are performed with more decimal places than those displayed. Using only the displayed decimals may yield slightly different results.

Table 2 –Project Traffic Distribution and PM Peak Hour Impact

AUIR ID #	Roadway Link	From	To	Percent of Total Project Traffic (1)	PM Peak Hour Project Traffic N/E (2)	PM Peak Hour Project Traffic S/W (2)	Existing Configuration (3)	LOS Minimum Standard	Peak Hour Peak Direction Service Volume (3)	Significance Threshold (%) (4)	Peak Direction Project Traffic as Percentage of Service Volume	Significant Impact Y/N
93.0	Tamiami Trail East	Rattlesnake Hammock Road	Myrtle Ln	34.2	10	11	6D	E	3000	2	0.4	No
93.0	Tamiami Trail East	Myrtle Ln	Triangle Boulevard	48.4	15	15	6D	E	3000	2	0.5	No

Notes: 1) Figure 2, average of segment endpoints.
2) Percentage times PM peak hour net new external directional project traffic totals Table 1
3) 2023 AUIR
4) Collier County TIS Guidelines

Future Background Traffic Volumes

Tables 3 through 5 contain the road segments to which the project connects.

The existing roadway conditions for arterials and collectors are from the Collier County 2023 AUIR.

In **Table 3**, the annual growth rate listed for arterials and collectors is the one used in the 2023 AUIR to predict future deficiencies and is used to inflate the existing year peak hour peak direction volume from the 2023 AUIR for the first five years (two percent thereafter).

For arterials and collectors, the growth rate derived result is compared with the 2023 AUIR volume plus the trip bank volume. The higher of the two results is used as the future background traffic volume. The calculations that **Table 3** contains are performed with more decimal places than those displayed. Using only the displayed decimals may yield slightly different results.

Table 3 – Future Background Traffic

AUIR ID #	Roadway Link	From	To	Existing Year	Existing Year Peak Hour Peak Direction Volume (1)	Peak Direction (1)	AUIR Annual Percent Growth Rate for First 5 years (1)	Growth Factor (2)	Trip Bank Volume (1)	2029 Growth Rate Based Peak Hour Peak Direction Background Traffic Volume	AUIR + Trip Bank Volume	2029 Peak Hour Peak Direction Background Traffic Volume (3)
93.0	Tamiami Trail East	Rattlesnake Hammock Road	Myrtle Ln	2023	2290	E	2.0%	1.126	403	2579	2693	2693
93.0	Tamiami Trail East	Myrtle Ln	Triangle Boulevard	2023	2290	E	2.0%	1.126	403	2579	2693	2693

Notes: 1) 2023 AUIR

2) Growth Factor assumes 2% annual growth after the first 5 years.

3) Greater of Growth based estimate or Existing + Trip Bank

Existing and Future Roadway Conditions Without Project

For arterials and collectors, the future roadway conditions are based on the current Collier County 5-Year Work Program. Roadway improvements that are currently under construction, scheduled to be constructed within the five-year Transportation Improvement Plan (TIP) or Capital Improvement Program (CIP) are considered committed improvements. There are no scheduled improvements to analyzed roadway segments.

Existing and future roadway conditions are illustrated in **Table 4**. The analyzed segments are operating at acceptable level of service in existing conditions. Due to future background traffic all segments are projected to operate at acceptable level of service.

The calculations that **Table 4** contains are performed with more decimal places than those displayed. Using only the displayed decimals may yield slightly different results.

Table 4 – Existing and Future Roadway Conditions

AUIR ID #	Roadway Link	From	To	Existing Configuration (1)	Existing Peak Hour Peak Direction Service Volume (1)	Existing Year Peak Hour Peak Direction Volume (1)	Existing Year V/C	Level of Service Deficiency Yes/ No	2029 Future Configuration (2)	Improved	2029 Peak Hour Peak Direction Service Volume (2)	2029 Peak Hour Peak Direction Background Traffic Volume (3)	2029 Background Traffic V/C	2029 Level of Service Deficiency Yes/ No
93.0	Tamiami Trail East	Rattlesnake Hammock Road	Myrtle Ln	6D	3000	2290	0.76	No	6D	No	3000	2693	0.90	No
93.0	Tamiami Trail East	Myrtle Ln	Triangle Boulevard	6D	3000	2290	0.76	No	6D	No	3000	2693	0.90	No

Notes: 1) 2023 AUIR

2) 2023 AUIR or funded improvements

3) Table 3

Future Conditions With Project

Table 5 adds the project traffic volumes developed in **Table 2** to the 2029 background traffic volumes developed in **Table 3.** In cases where the peak direction of project traffic aligns with the peak direction of background traffic, the background traffic portion of the total traffic is the peak hour peak direction volume from **Table 3**.

In the cases where the two peak directions (background and project) are opposed, a D factor of 0.56 is assumed for the background traffic, the average of the values used for interrupted flow facilities in the FDOT Generalized Service Volume Table for Urbanized Areas (see **Appendix D**). This factor is used to estimate the background two-way volume, and hence to establish the two directional components of that two-way volume. Directional project traffic volumes from **Table 2** are added and the maximum of the resulting two total traffic directional volumes is used as the basis of analysis.

All of the analyzed segments are projected to operate at acceptable level of service when project traffic is added to future background traffic.

The calculations that the table contains are performed with more decimal places than those displayed. Using only the displayed decimals may yield slightly different results.

The analyzed roadway segments are not located within Collier County's Transportation Concurrency Exception Area (TCEA). In addition, the proposed development is not situated within a County designated Transportation Concurrency Management Area (TCMA). The TCEA's and TCMA's designations are provided in Policy 5.4 and 5.6 of the Transportation Element – Collier County Growth Management Plan (GMP).

Table 5 -Future Roadway Total Traffic Conditions

AUIR ID #	Roadway Link	From	To	2029 Peak Hour Peak Direct-ion Back-ground Traffic Volume (1)	Back-ground Traffic Peak Direct-ion (1)	PM Peak Hour Project Traffic N/E (2)	PM Peak Hour Project Traffic S/W (2)	Back-ground Traffic Direct-ional Split (3)	Back-ground Traffic N/E	Back-ground Traffic S/W	Total Traffic N/E	Total Traffic S/W	Total Traffic Analy-sis Vol-ume	2029 Peak Hour Peak Direct-ion Serv-ice Vol-ume (4)	2029 Total Traffic V/C	2029 Level of Service Defic-iency Yes/ No
93.0	Tamiami Trail East	Rattlesnake Hammock Road	Myrtle Ln	2693	N/E	10	11	0.56	2693	2116	2703	2127	2703	3000	0.90	No
93.0	Tamiami Trail East	Myrtle Ln	Triangle Boulevard	2693	N/E	15	15						2708	3000	0.90	No

Notes: 1) Table 3
2) Table 2
3) Appendix D
4) Table 4

Site Access Management

The site connection to US 41 East will be analyzed at the site development approval stage.

The posted speed is 50 mph. Left and right turn lanes are recommended based on travel speed.

The recommended deceleration length including taper is 290 feet.

Expected westbound Left Turn = 30 * 55.3% = 17 vehicles.

Expected eastbound Right turn = 30* 44.7% = 13 vehicles.

Improvement Analysis

Based on the results illustrated within this traffic analysis, the proposed project would have a de-minimis impact on the segments of US 41 E to which the project connects. Those segments are currently operating at acceptable level of service and all will operate at acceptable level of service in 2029 with or without project traffic.

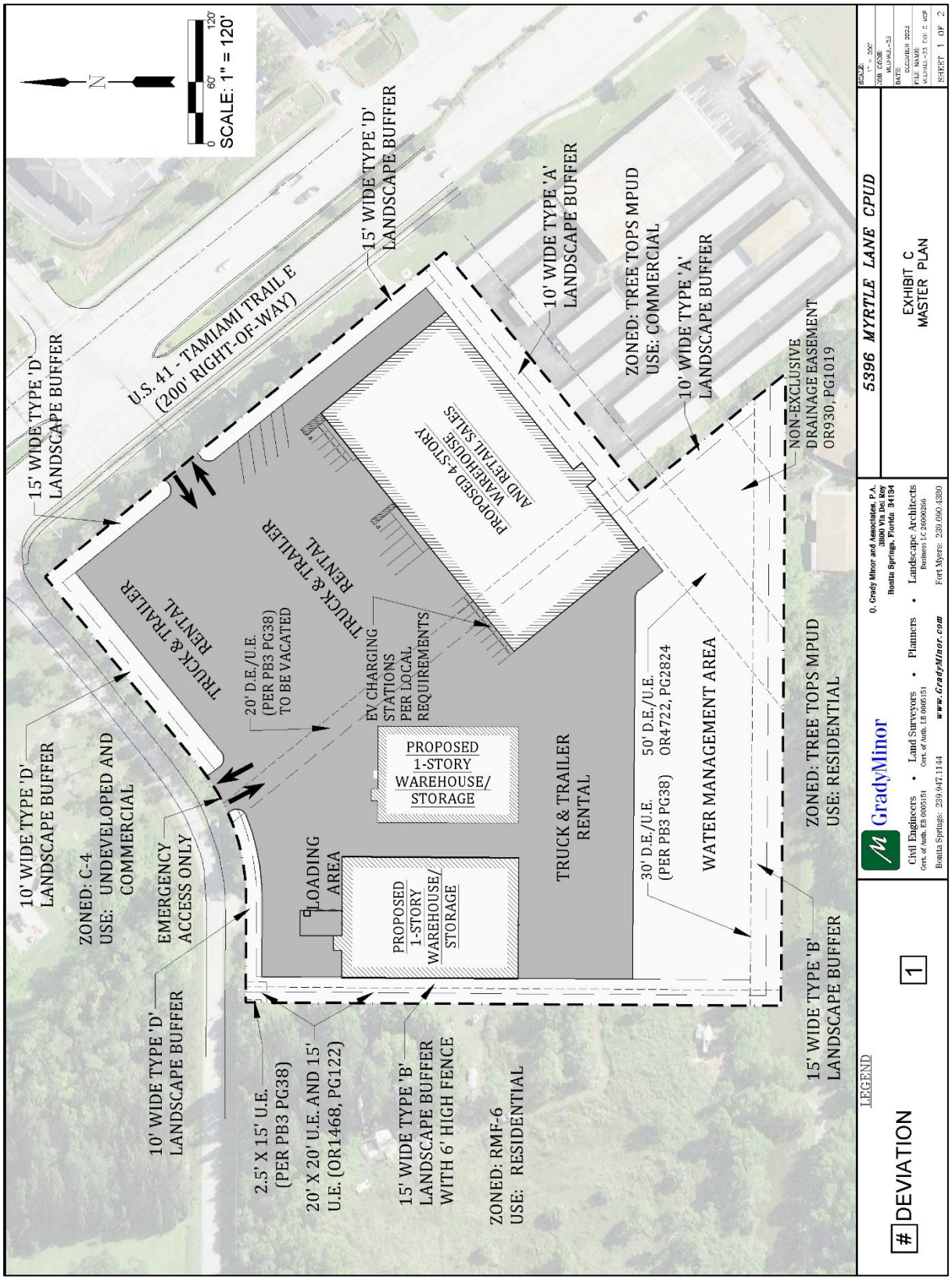
The maximum total daily trip generation for the CPUD shall not exceed **62** two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.

Mitigation of Impact

The developer proposes to pay the appropriate Collier County Road Impact Fee as building permits are issued for the project, as applicable.

Appendix A:

Project Master Site Plan


N
SCALE: 1" = 120'
0
60'
120'
U.S. 41 - TAMIAMI TRAIL E
(200' RIGHT-OF-WAY)
15' WIDE TYPE 'D'
LANDSCAPE BUFFER
10' WIDE TYPE 'A'
LANDSCAPE BUFFER
ZONED: TREE TOPS MPUD
USE: COMMERCIAL
10' WIDE TYPE 'A'
LANDSCAPE BUFFER
NON-EXCLUSIVE
DRAINAGE EASEMENT
OR930, PG1019
PROPOSED 4-STORY
WAREHOUSE
AND RETAIL SALES
TRUCK & TRAILER
RENTAL
TRUCK & TRAILER
RENTAL
20' D.E./U.E.
(PER PB3 PG38)
TO BE VACATED
EV CHARGING
STATIONS
PER LOCAL
REQUIREMENTS
PROPOSED
1-STORY
WAREHOUSE/
STORAGE
LOADING
AREA
PROPOSED
1-STORY
WAREHOUSE/
STORAGE
TRUCK & TRAILER
RENTAL
30' D.E./U.E.
(PER PB3 PG38)
50' D.E./U.E.
OR4722, PG2824
WATER MANAGEMENT AREA
10' WIDE TYPE 'D'
LANDSCAPE BUFFER
ZONED: C-4
USE: UNDEVELOPED AND
COMMERCIAL
EMERGENCY
ACCESS ONLY
10' WIDE TYPE 'D'
LANDSCAPE BUFFER
2.5' X 15' U.E.
(PER PB3 PG38)
20' X 20' U.E. AND 15'
U.E. (OR1468, PG122)
15' WIDE TYPE 'B'
LANDSCAPE BUFFER
WITH 6' HIGH FENCE
ZONED: RMF-6
USE: RESIDENTIAL
15' WIDE TYPE 'B'
LANDSCAPE BUFFER
ZONED: TREE TOPS MPUD
USE: RESIDENTIAL
LEGEND
DEVIATION
1
GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business Lic 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
5396 MYRTLE LANE CPUD
EXHIBIT C
MASTER PLAN
SCALE: 1" = 200'
JOB CODE: MLU-HAUL-23
DATE: DECEMBER 2023
FILE NAME: MLU-HAUL-23 EXH C MSP
SHEET 1 OF 2

Appendix B:

Initial Meeting Checklist (Methodology Meeting)

INITIAL MEETING CHECKLIST

Suggestion: Use this Appendix as a worksheet to ensure that no important elements are overlooked. Cross out the items that do not apply, or N/A (not applicable).

Date: January 24, 2024 Time: N/A
Location: N/A – Via Email

People Attending:
Name, Organization, and Telephone Numbers

1) Michael Sawyer, Collier County Growth Management Division
2) Norman Trebilcock, TCS
3) Gavin Jones, TCS
4) Ciprian Malaescu, TCS

Study Preparer:
Preparer's Name and Title: Norman Trebilcock, AICP, PE
Organization: Trebilcock Consulting Solutions, PA
Address & Telephone Number: 2800 Davis Boulevard, Suite 200, Naples, FL 34104; ph 239-566-9551

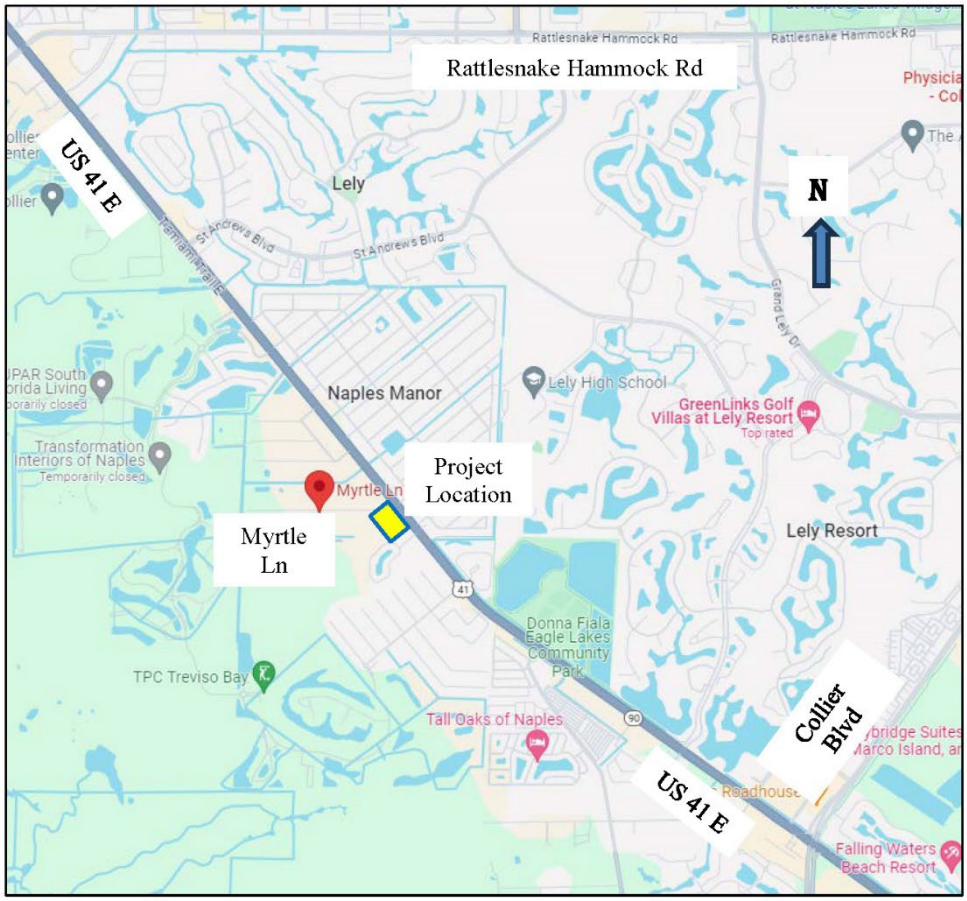
Reviewer(s):
Reviewer's Name & Title: Michael Sawyer
Organization & Telephone Number: Collier County Transportation Development Review 239-252-2926

Applicant:
Applicant's Name: Metropolitan Naples, LLC
Address: 1500 Fifth Ave S, Suite 106, Naples, FL 34102
Telephone Number: 239-514-4001

Proposed Development:
Name: U-Haul Relocation
Location: on the south side of Tamiami Trail E at the intersection of Myrtle Ln. (refer to **Figure 1**).

Page **1** of **7**

Figure 1 – Project Location Map



Land Use Type: Mix of truck rental and self-storage.

ITE Code#s:

ITE has no land use code (LUC) for truck rental. LUC 812 Building Material and Lumber Store is proposed as a comparable use and possible replacement for Custom.

Custom – Driveway volume counts at existing location of the truck rental and moving related retail sales.

LUC 151 – Mini-Warehouse.

Description: The application seeks to allow the relocated U-Haul truck rental operation moving from its current location (US 41 E east of its intersection with Davis Blvd.), and add self-storage uses.

Zoning
Existing: Commercial Planned Unit Development (CPUD)
Comprehensive plan recommendation: Urban Fringe.
Requested: PUD Amendment.

Findings of the Preliminary Study:
Study type: Since projected net external AM or PM 2-way peak hour project traffic are expected to be less than 100, this study is expected to qualify as a Minor Study TIS.
Proposed TIS will include trip generation, traffic distribution and assignments, significance test (based on 2%/2%/3% criterion), and operational site access analysis.
The report will provide existing LOS and document the impact the proposed project will have on designated arterial and collector roads.
Roadway concurrency analysis – based on estimated net external PM peak hour traffic.
The TIS shall be consistent with Collier County TIS Guidelines and Procedures.
Site access is via direct access from US 41 East and Myrtle Ln. Access operations will be evaluated at the time of development order application.
No intersection analysis will be provided with the initial report and there will be a follow up operations analysis coordinated with the FDOT.

Study Type: (if not net increase, operational study)

Small Scale TIS	☐	Minor TIS	☒
Major TIS	☐		

Study Area:
Boundaries: Arterial and Collector roads significantly impacted.
Additional intersections to be analyzed: N/A
Build Out Year: 2029
Planning Horizon Year: 2029
Analysis Time Period(s): PM peak hour
Future Off-Site Developments: N/A
Source of Trip Generation Rates: ITE Trip Generation Manual, 11th Edition and driveway volume counts collected at the existing location.

Reductions in Trip Generation Rates:

None: N/A
Pass-by trips: N/A
Internal trips: N/A
Transit use: N/A
Other: N/A

Horizon Year Roadway Network Improvements: 2029

Methodology & Assumptions:
Non-site traffic estimates: Collier County traffic counts and 2023 AUIR

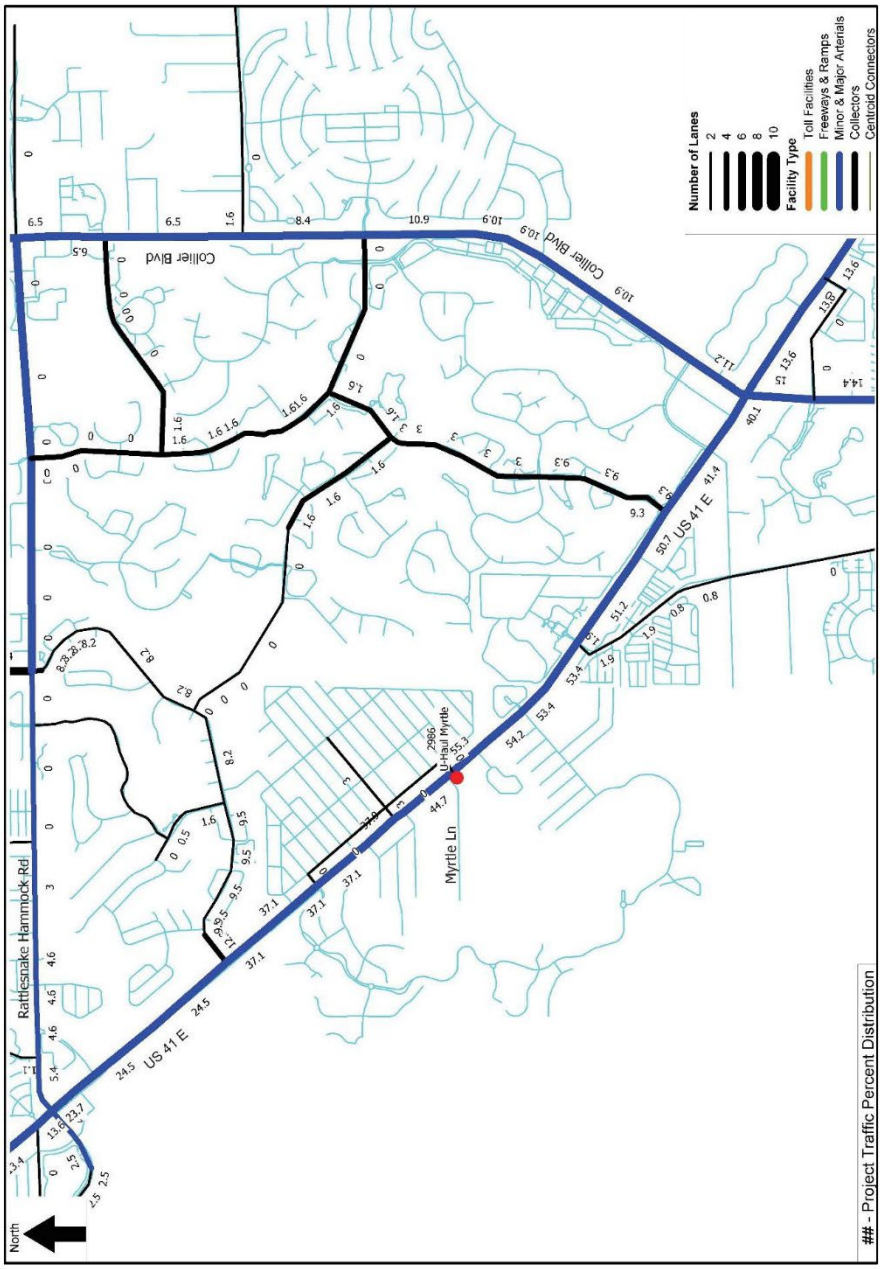
Site-trip generation: Mix of custom rate and ITE 11th Edition. Driveway volume counts are being collected at the existing location. and will be used to provide an estimate of the expected trip generation at the new location of the truck rental operation at the new location.

Trip distribution method: District 1 Regional Planning Model Adopted 2045 Cost Feasible-network, refer to **Figure 2.**

Traffic assignment method: project trip generation with background growth.
Traffic growth rate: historical growth rate or 2% minimum.
Turning movements: Site Access: direct access onto US 41 East and Myrtle Ln.

Special Features: (from preliminary study or prior experience)
Accident locations: N/A
Sight distance: N/A
Queuing: N/A
Access location & configuration: N/A
Traffic control: MUTCD
Signal system location & progression needs: N/A
On-site parking needs: N/A
Data Sources: CC 2023 AUIR
Base maps: N/A
Prior study reports: N/A
Access policy and jurisdiction: N/A
Review process: N/A
Requirements: N/A
Miscellaneous: N/A

Figure 2 – Project Trip Distribution



Small Scale Study – No Fee	_____
Minor Study - $750.00	X
Major Study - $1,500.00	_____
Methodology Fee $500.00	X
Includes 0 intersections	_____
Additional Intersections - $500.00 each	_____

All fees will be agreed to during the Methodology meeting and must be paid to Transportation prior to our sign-off on the application.

==========

SIGNATURES

Norman Trebilcock

Study Preparer—Norman Trebilcock

_____

Reviewer(s)

_____

Applicant

Collier County
Traffic Impact Study Review Fee Schedule

Fees will be paid incrementally as the development proceeds: Methodology Review, Analysis Review, and Sufficiency Reviews. Fees for additional meetings or other optional services are also provided below.

Methodology Review - $500 Fee
Methodology Review includes review of a submitted methodology statement, including review of submitted trip generation estimate(s), distribution, assignment, and review of a "Small Scale Study" determination, written approval/comments on a proposed methodology statement, and written confirmation of a re-submitted, amended methodology statement, and one meeting in Collier County, if needed.

"Small Scale Study" Review - No Additional Fee (Includes one sufficiency review)
Upon approval of the methodology review, the applicant may submit the study. The review includes: a concurrency determination, site access inspection and confirmation of the study compliance with trip generation, distribution and maximum threshold compliance.

"Minor Study Review" - $750 Fee (Includes one sufficiency review)
Review of the submitted traffic analysis includes: optional field visit to site, confirmation of trip generation, distribution, and assignment, concurrency determination, confirmation of committed improvements, review of traffic volume data collected/assembled, review of off-site improvements within the right-of-way, review of site access and circulation, and preparation and review of "sufficiency" comments/questions.

"Major Study Review" - $1,500 Fee (Includes two intersection analysis and two sufficiency reviews)
Review of the submitted traffic analysis includes: field visit to site, confirmation of trip generation, special trip generation and/or trip length study, distribution and assignment, concurrency determination, confirmation of committed improvements, review of traffic volume data collected/assembled, review of traffic growth analysis, review of off-site roadway operations and capacity analysis, review of site access and circulation, neighborhood traffic intrusion issues, any necessary improvement proposals and associated cost estimates, and preparation and review of up to two rounds of "sufficiency" comments/questions and/or recommended conditions of approval.

"Additional intersection Review" - $500 Fee
The review of additional intersections shall include the same parameters as outlined in the "Major Study Review" and shall apply to each intersection above the first two intersections included in the "Major Study Review"

"Additional Sufficiency Reviews" - $500 Fee
Additional sufficiency reviews beyond those initially included in the appropriate study shall require the additional Fee prior to the completion of the review.

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Appendix C:

Trip Generation

ITE Code	Description	Independent Variable	Avg. Rate	Eqn. Linear (1) or Exp (2)	Coeff. A	Coeff. B	Avg. Rate	Eqn. Linear (1) or Exp (2)	Coeff. A	Coeff. B	Entering Split	Avg. Rate	Eqn. Linear (1) or Exp (2)	Coeff. A	Coeff. B	Entering Split
821N	Shopping Plaza 40K-150K - Supermarket No	1000 SF	67.52				1.73				0.62	5.19				0.49
151	Mini-Warehouse	1000 SF	1.45				0.09				0.59	0.15				0.47
812	Building Material and Lumber Store	1000 SF	17.05				1.59				0.62	2.25				0.46

Existing Permitted Trip Generation

Use	ITE LU#	Measure-ment Unit	# of Units	Rate (1) or Eqn. (2)			Trips	Daily Traffic	PM Peak Hour				AM Peak Hour			
				Daily	AM	PM			Reduct-ion %	In	Out	Total	Reduc t- ion %	In	Out	Total
Shopping Plaza 40K-150K - Supermarket No	821N	1000 SF	61.000	1	1	1	Total	4,119		155	162	317		66	40	106
							Pass-By	618	25	39	40	79	25	17	10	27
							Net New	3,501		116	122	238		49	30	79

Trip Generation Rates from ITE *Trip Generation Manual* 11th Ed.

Daily Pass-by Capture Rate 10% less than the Peak Hour Rate

Proposed Trip Generation

Use	ITE LU#	Measure-ment Unit	# of Units	Rate (1) or Eqn. (2)			Daily Traffic	PM Peak Hour			AM Peak Hour		
				Daily	AM	PM		In	Out	Total	In	Out	Total
Building Material and Lumber Store	812	1000 SF	3.000	1	1	1	51	3	4	7	3	2	5
Mini-Warehouse	151	1000 SF	200	1	1	1	290	14	16	30	11	7	18
Existing Site								13	12	25	8	8	16
							341	30	32	62	22	17	39

Trip Generation Rates from ITE *Trip Generation Manual* 11th Ed.

U-Haul Existing Site Traffic Counts in Appendix E - Existing Daily traffic not available.

Land Use: 151
Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, Massachusetts, Minnesota, Nevada, New Jersey, Texas, and Utah.

Source Numbers

212, 403, 551, 568, 642, 708, 724, 850, 868, 876, 1024, 1035

Mini-Warehouse
(151)

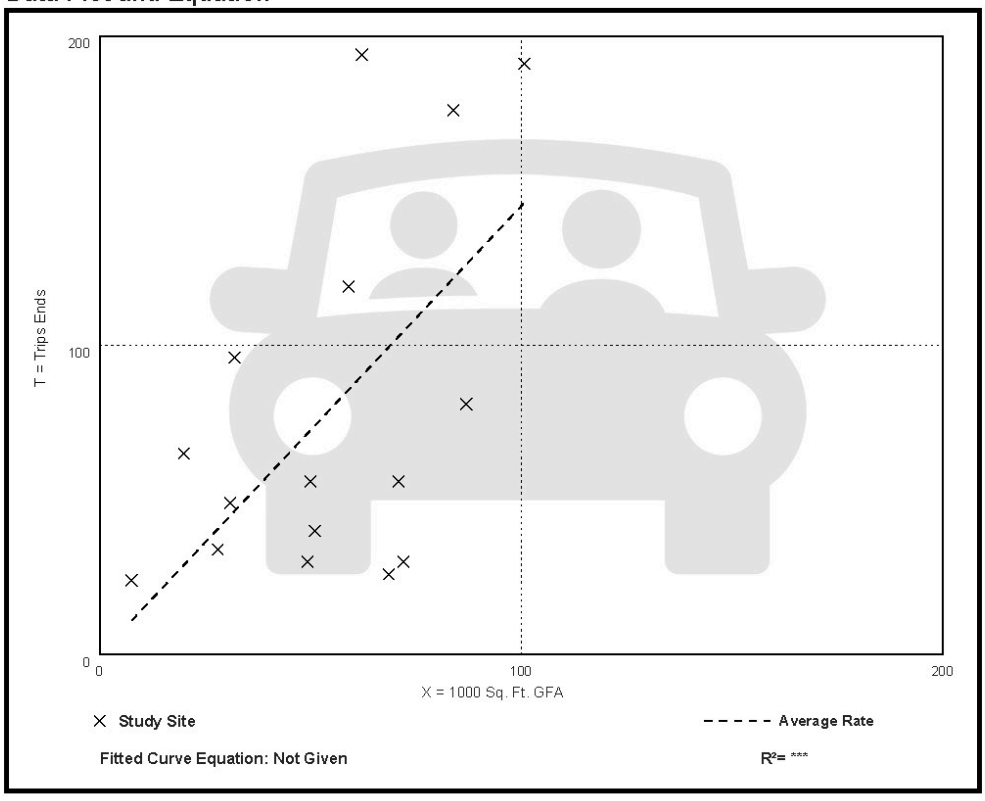
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 55
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



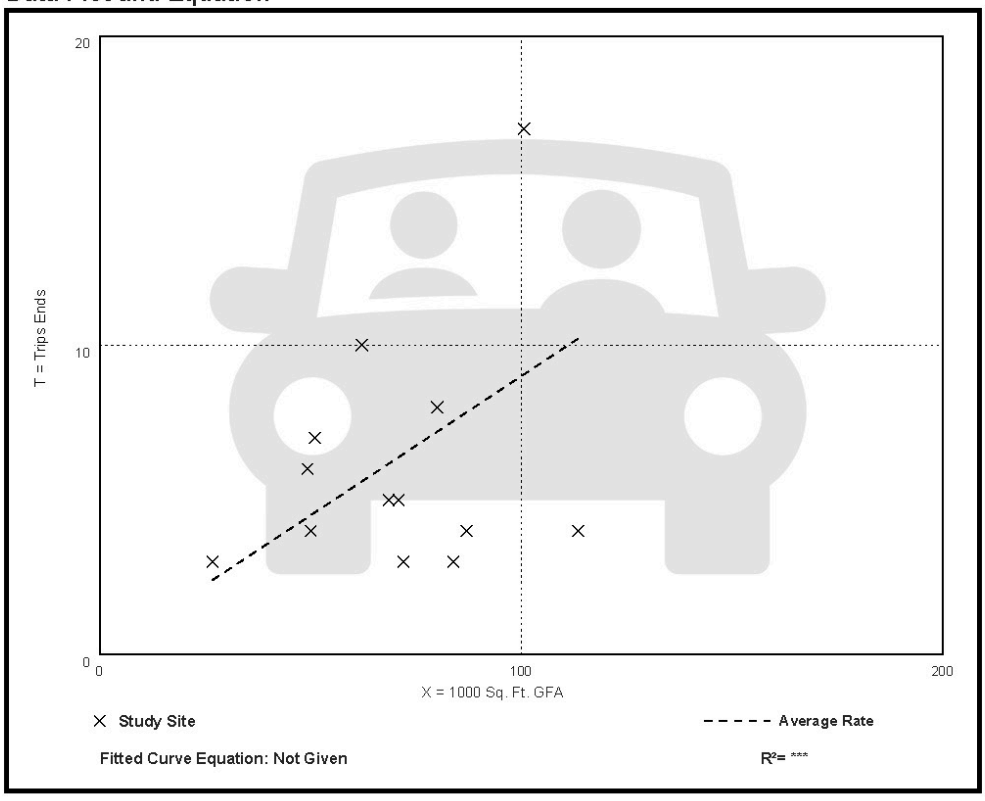
Mini-Warehouse
(151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 13
Avg. 1000 Sq. Ft. GFA: 70
Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.09	0.04 - 0.17	0.05

Data Plot and Equation



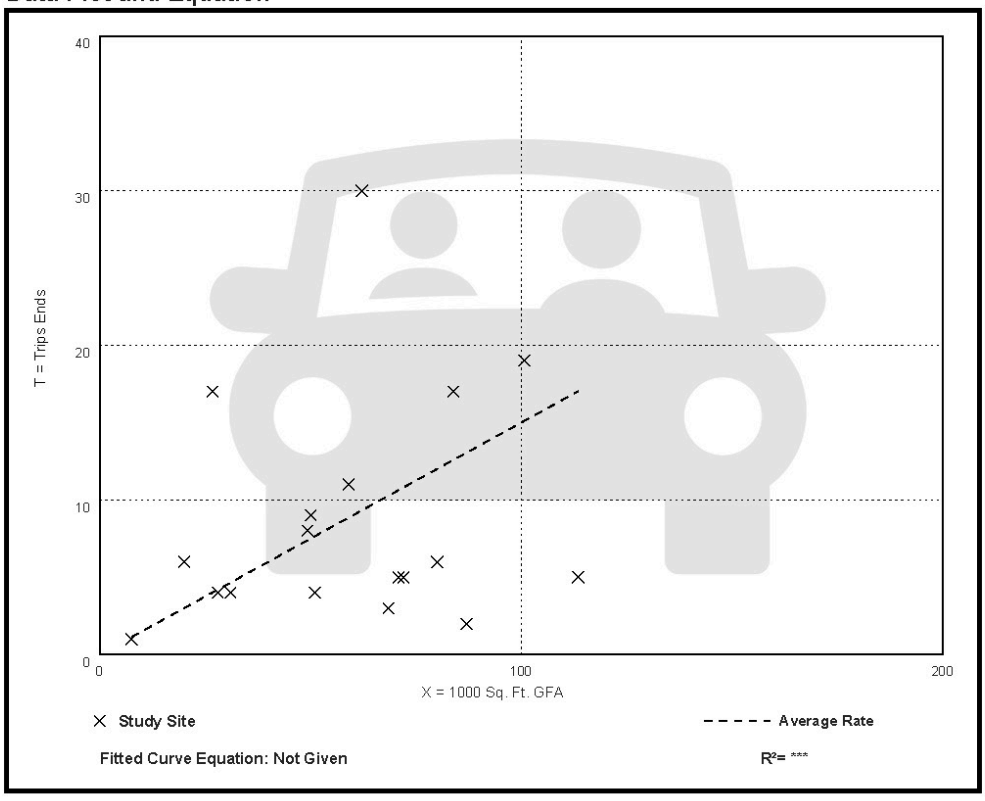
Mini-Warehouse
(151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 59
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.15	0.02 - 0.64	0.14

Data Plot and Equation



Land Use: 812
Building Materials and Lumber Store

Description

A building materials and lumber store is a free-standing building that sells hardware, building materials, and lumber. The lumber may be stored in the main building, yard, or storage shed. Hardware/paint store (Land Use 816) and home improvement superstore (Land Use 862) are related uses.

Additional Data

An outside storage area is not included in the overall gross floor area measurements. However, if the storage area is located within the principal outside faces of the exterior walls, it is included in the overall gross floor area of the building.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s and the 2010s in California, New York, Texas, and Washington.

Source Numbers

126, 280, 879, 1019

Building Materials and Lumber Store
(812)

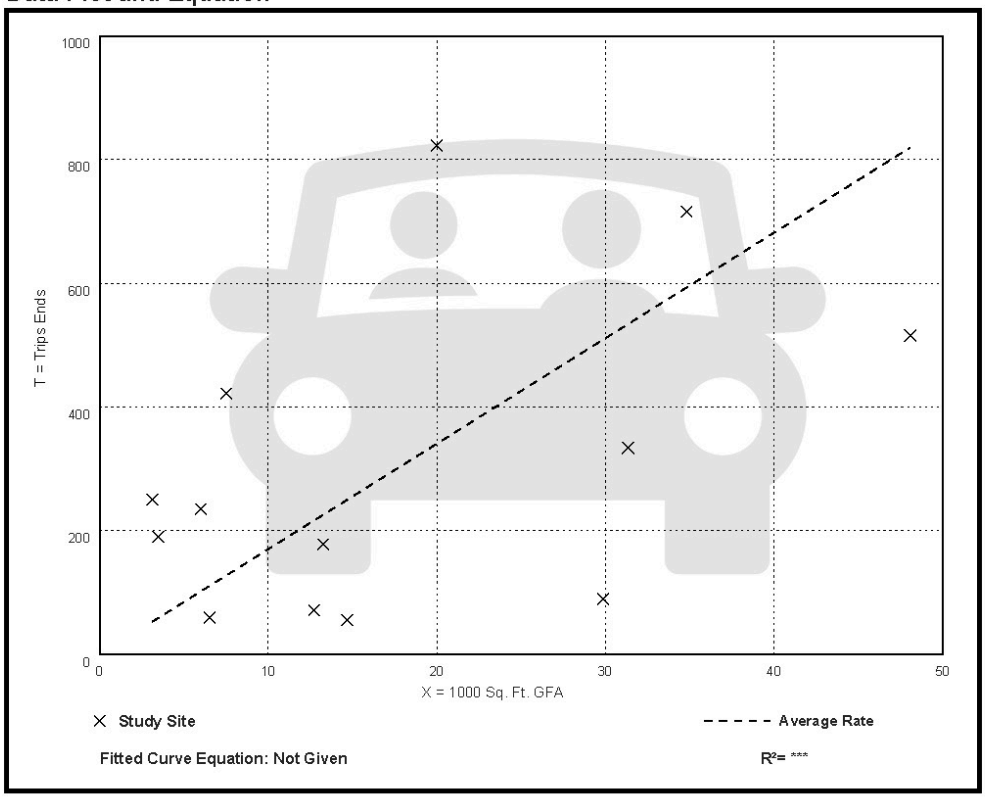
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 13
Avg. 1000 Sq. Ft. GFA: 18
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
17.05	3.02 - 80.45	16.46

Data Plot and Equation



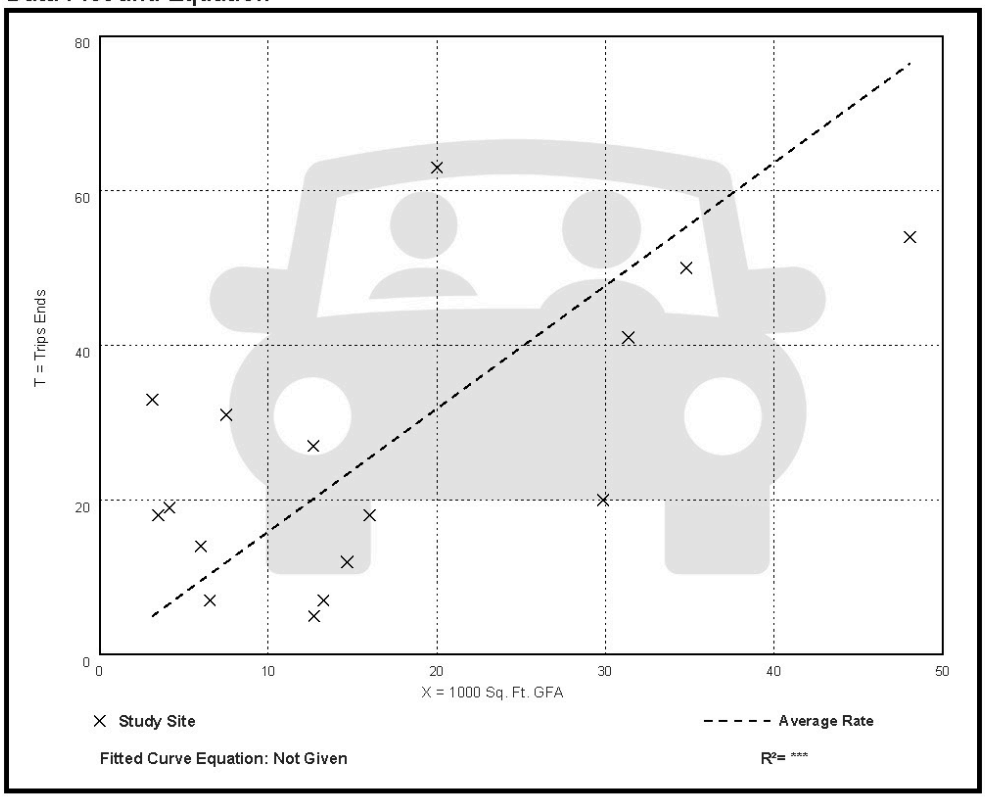
Building Materials and Lumber Store
(812)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 17
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.59	0.39 - 10.58	1.46

Data Plot and Equation



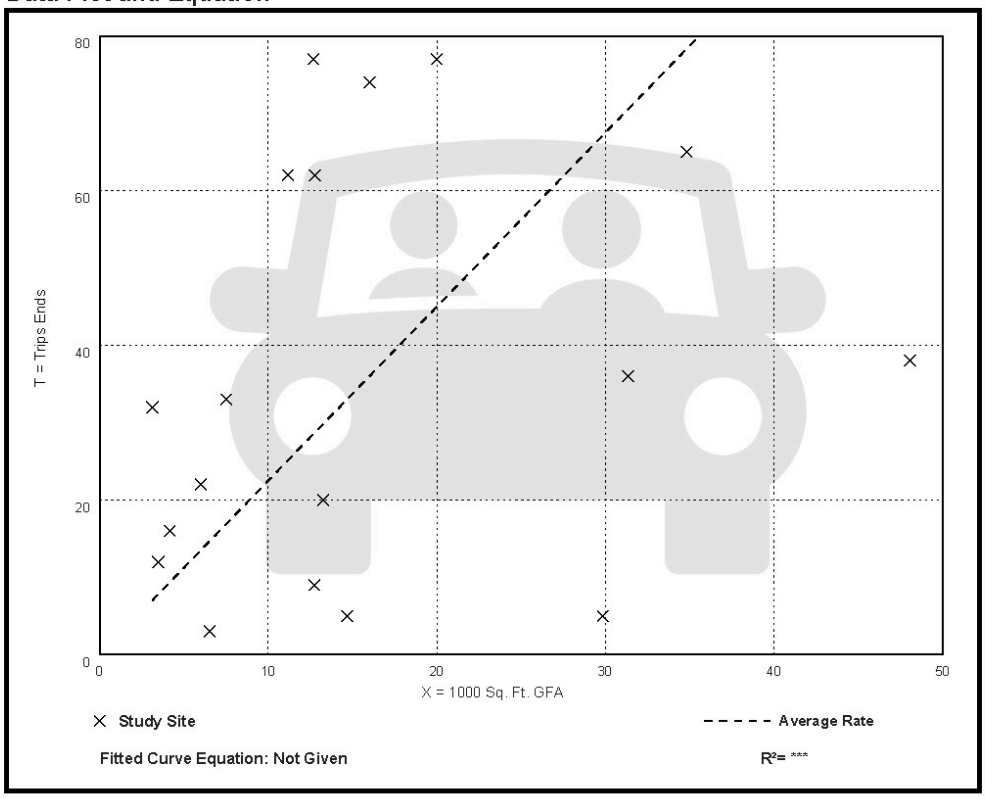
Building Materials and Lumber Store
(812)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 16
Directional Distribution: 46% entering, 54% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.25	0.17 - 10.26	2.09

Data Plot and Equation



Land Use: 821
Shopping Plaza (40-150k)

Description

A shopping plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA). The term "plaza" in the land use name rather than "center" is simply a means of distinction between the different shopping center size ranges. Various other names are commonly used to categorize a shopping plaza within this size range, depending on its specific size and tenants, such as neighborhood center, community center, and fashion center.

Its major tenant is often a supermarket but many sites are anchored by home improvement, discount, or other stores. A shopping plaza typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants. A shopping plaza is almost always open-air and the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between shopping plaza and shopping center (Land Use 820) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

The 40,000 square feet GFA threshold between shopping plaza and strip retail plaza (Land Use 822) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land Use 820), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Land Use Subcategory

The presence or absence of a supermarket in a shopping plaza has been determined to have a measurable effect on site trip generation. Therefore, data are presented for two subcategories for this land use: sites with a supermarket anchor and sites without a supermarket.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

105, 110, 156, 159, 186, 198, 204, 211, 213, 239, 259, 260, 295, 301, 304, 305, 307, 317, 319, 358, 376, 390, 400, 404, 437, 444, 446, 507, 580, 598, 658, 728, 908, 926, 944, 946, 960, 973, 974, 1004, 1009, 1025, 1069

Shopping Plaza (40-150k) - Supermarket - No (821)

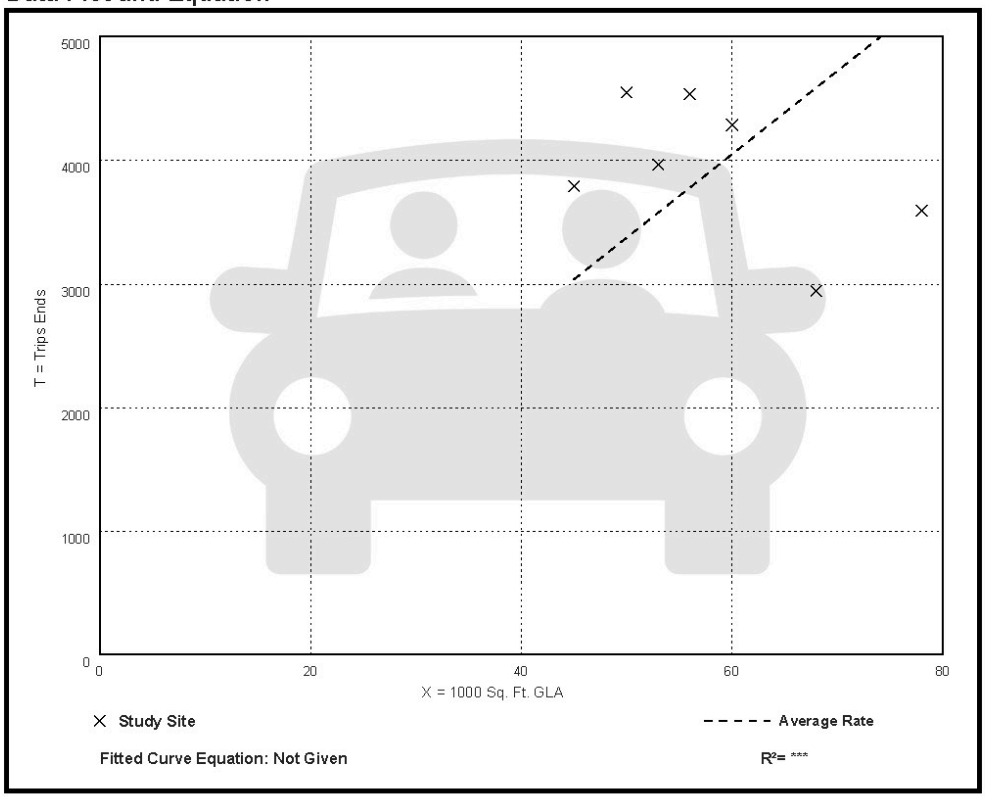
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 7
Avg. 1000 Sq. Ft. GLA: 59
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
67.52	43.29 - 91.06	19.25

Data Plot and Equation



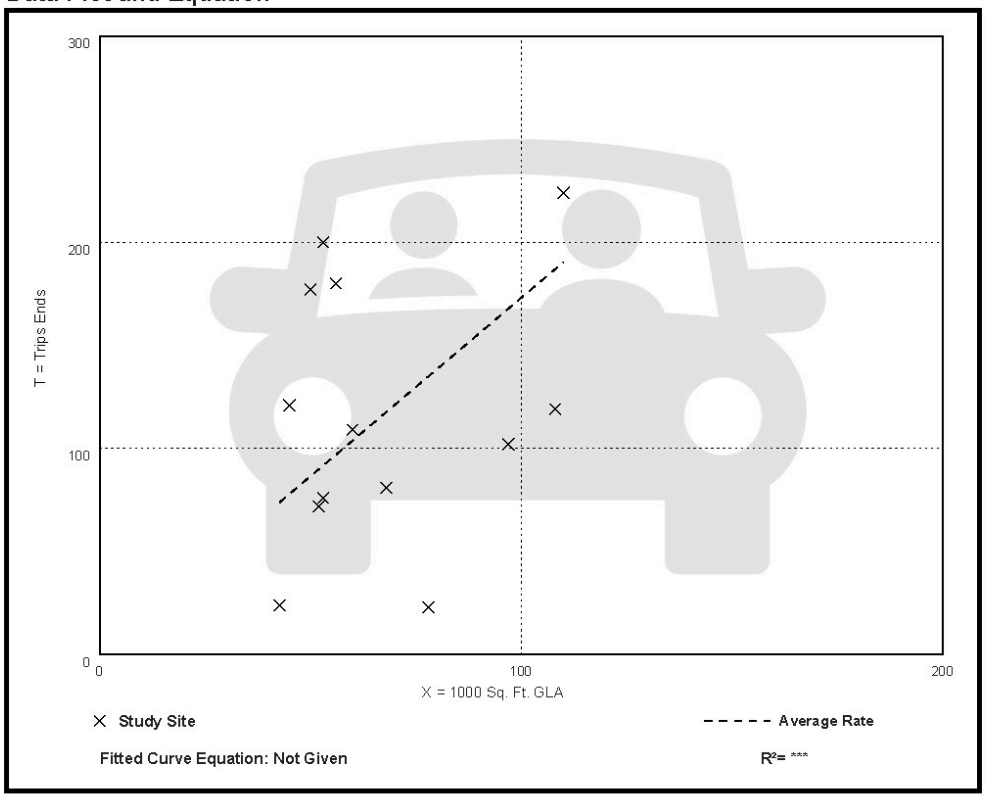
Shopping Plaza (40-150k) - Supermarket - No (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 13
Avg. 1000 Sq. Ft. GLA: 67
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
1.73	0.29 - 3.77	1.06

Data Plot and Equation



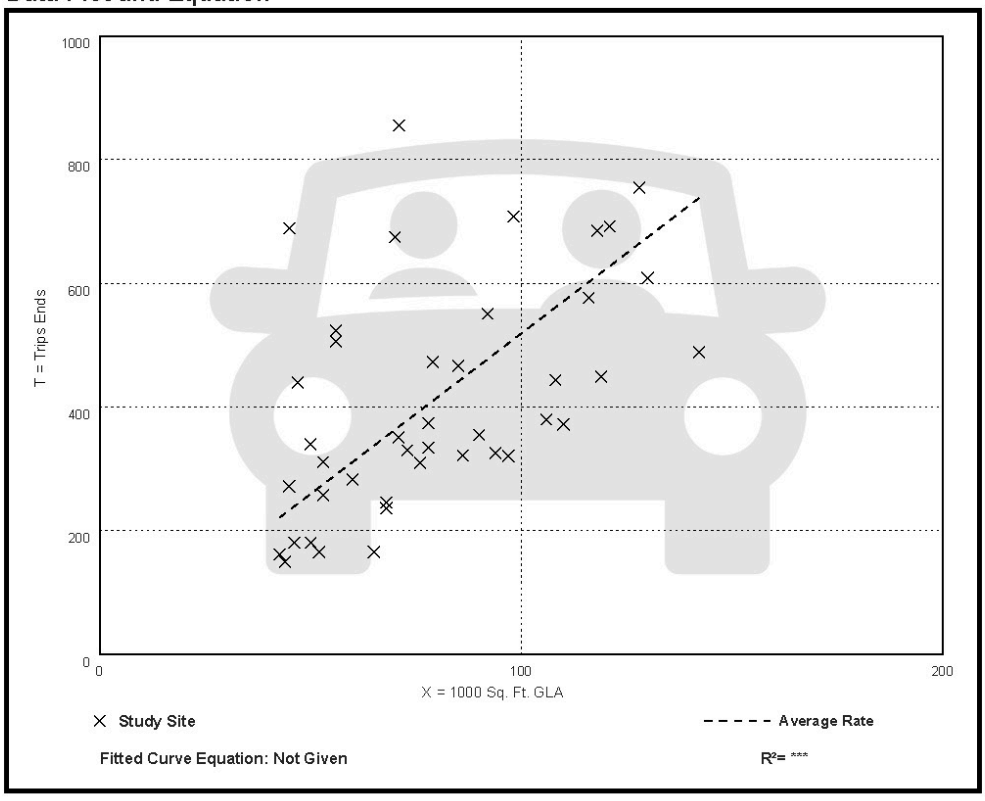
Shopping Plaza (40-150k) - Supermarket - No (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 42
Avg. 1000 Sq. Ft. GLA: 79
Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
5.19	2.55 - 15.31	2.28

Data Plot and Equation



Appendix D:

FDOT Generalized Level of Service Tables

TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways -10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
2	2,230	3,100	3,740	4,080
3	3,280	4,570	5,620	6,130
4	4,310	6,030	7,490	8,170
5	5,390	7,430	9,370	10,220
6	6,380	8,990	11,510	12,760

Urbanized

Lanes	B	C	D	E
2	2,270	3,100	3,890	4,230
3	3,410	4,650	5,780	6,340
4	4,550	6,200	7,680	8,460
5	5,690	7,760	9,520	10,570

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+1,000	+5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	580	890	1,200	1,610
2	Divided	1,800	2,600	3,280	3,730
3	Divided	2,700	3,900	4,920	5,600

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2]Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3]Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

QUALITY/LEVEL OF SERVICE HANDBOOK 79

TABLE 7
(continued)

Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INPUT VALUE ASSUMPTIONS	Uninterrupted Flow Facilities				Interrupted Flow Facilities					
					State Arterials				Class I	
	Freeways	Core Freeways	Highways		Class I		Class II		Bicycle	Pedestrian
ROADWAY CHARACTERISTICS										
Area type (urban, rural)	urban	urban								
Number of through lanes (both dir.)	4-10	4-12	2	4-6	2	4-8	2	4-8	4	4
Posted speed (mph)	70	65	50	50	45	50	30	30	45	45
Free flow speed (mph)	75	70	55	55	50	55	35	35	50	50
Auxiliary Lanes (n,y)	n	n								
Median (d, twlt, n, nr, r)				d	n	r	n	r	r	r
Terrain (l,r)	l	l	l	l	l	l	l	l	l	l
% no passing zone			80							
Exclusive left turn lane impact (n, y)			[n]	y	y	y	y	y	y	y
Exclusive right turn lanes (n, y)					n	n	n	n	n	n
Facility length (mi)	3	3	5	5	2	2	1.9	1.8	2	2
TRAFFIC CHARACTERISTICS										
Planning analysis hour factor (K)	0.090	0.085	0.090	0.090	0.090	0.090	0.090	0.090	0.090	0.090
Directional distribution factor (D)	0.55	0.55	0.55	0.55	0.550	0.560	0.565	0.560	0.565	0.565
Peak hour factor (PHF)	0.95	0.95	0.95	0.95	1.000	1.000	1.000	1.000	1.000	1.000
Base saturation flow rate (pcphpl)	2,400	2,400	1,700	2,200	1,950	1,950	1,950	1,950	1,950	1,950
Heavy vehicle percent	4.0	4.0	2.0	2.0	1.0	1.0	1.0	1.0	2.5	2.0
Speed Adjustment Factor (SAF)	0.975	0.975		0.975						
Capacity Adjustment Factor (CAF)	0.968	0.968		0.968						
% left turns					12	12	12	12	12	12
% right turns					12	12	12	12	12	12
CONTROL CHARACTERISTICS										
Number of signals					4	4	10	10	4	6
Arrival type (1-6)					3	3	4	4	4	4
Signal type (a, c, p)					c	c	c	c	c	c
Cycle length (C)					120	150	120	120	120	120
Effective green ratio (g/C)					0.44	0.45	0.44	0.44	0.44	0.44
MULTIMODAL CHARACTERISTICS										
Paved shoulder/bicycle lane (n, y)									n, 50%, y	n
Outside lane width (n, t, w)									t	t
Pavement condition (d, t, u)									t	
On-street parking (n, y)										
Sidewalk (n, y)										n, 50%, y
Sidewalk/roadway separation(a, t, w)										t
Sidewalk protective barrier (n, y)										n

LEVEL OF SERVICE THRESHOLDS

Level of Service	Freeways	Highways		Arterials		Bicycle	Ped	Bus
	Density	Two-Lane %ffs	Multilane Density	Class I ats	Class II ats	Score	Score	Buses/hr.
B	≤ 17	> 83.3	≤ 17	> 31 mph	> 22 mph	≤ 2.75	≤ 2.75	≤ 6
C	≤ 24	> 75.0	≤ 24	> 23 mph	> 17 mph	≤ 3.50	≤ 3.50	≤ 4
D	≤ 31	> 66.7	≤ 31	> 18 mph	> 13 mph	≤ 4.25	≤ 4.25	< 3
E	≤ 39	> 58.3	≤ 35	> 15 mph	> 10 mph	≤ 5.00	≤ 5.00	< 2

% ffs = Percent free flow speed ats = Average travel speed

Appendix E:

Existing Site Counts

U-Haul Existing Site Driveway Counts Summary							
		AM Peak Hour			PM Peak Hour		
Date	Day	In	Out	2-Way	In	Out	2-Way
1/23/24	Tues	4	6	10	15	11	26
1/24/24	Wed	6	8	14	11	13	24
1/25/24	Thurs	11	10	21	11	10	21
Average (1)		7	8	15	12.33	11.33	23.67
Factored (2)		7.2	8.2	15.5	12.7	11.7	24.4
Selected		8	8	16	13	12	25

Notes: 1) AM and PM maximums on different days suggests a weekly pattern that favors use of the three-day average.
2) FDOT 2023 Countywide Peak Season Conversion Factor for week of counts.

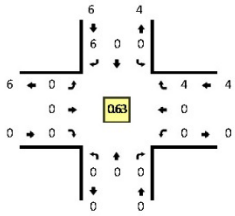
Type of peak hour being reported: Intersection Peak

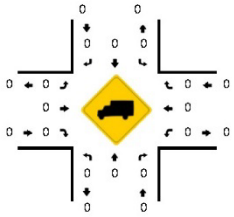
Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E
CITY/STATE: Collier, FL

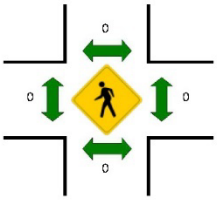
QC JOB #: 16451717
DATE: Tue, Jan 23 2024

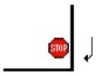
Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 8:30 AM -- 8:45 AM



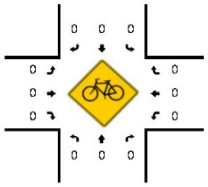


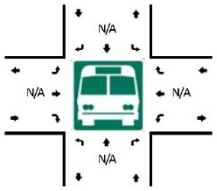
TRUE DATA TO IMPROVE MOBILITY





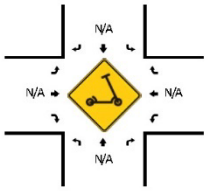












15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	
7:15 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	3	
7:30 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	9
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
8:15 AM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3	8
8:30 AM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	1	0	4	10
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	8

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	12	0	0	0	0	0	0	0	4	0	16
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	0		0
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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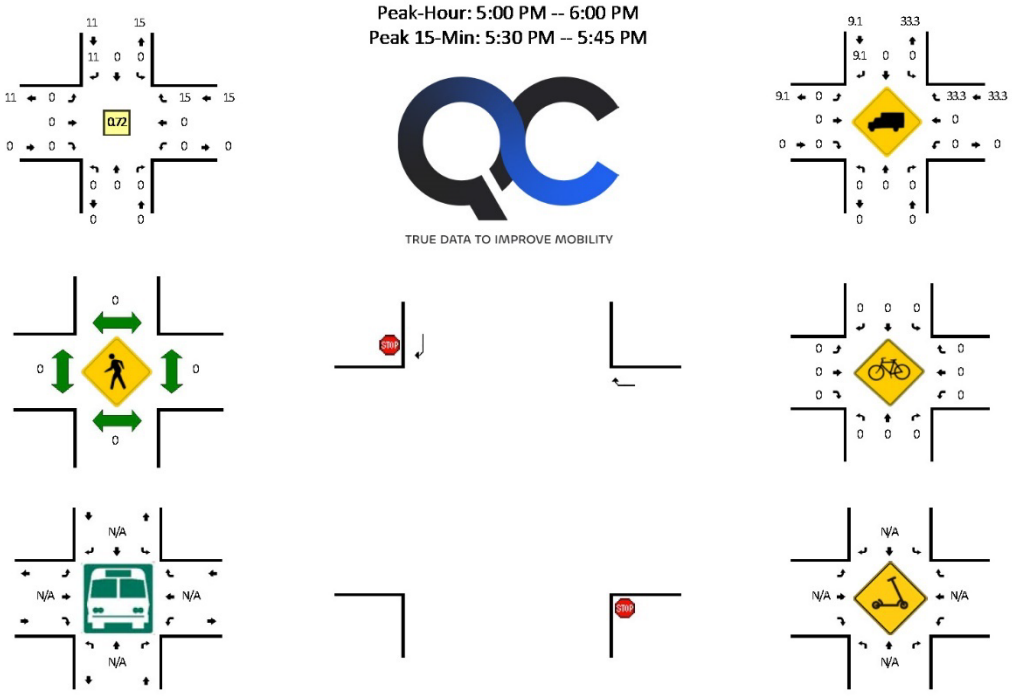
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451718
CITY/STATE: Collier, FL | **DATE:** Tue, Jan 23 2024

Peak-Hour: 5:00 PM -- 6:00 PM
Peak 15-Min: 5:30 PM -- 5:45 PM



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	
4:15 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	
4:30 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	
4:45 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	6
5:00 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	4	0	7	12
5:15 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2	0	3	13
5:30 PM	0	0	0	0	0	0	4	0	0	0	0	0	0	0	5	0	9	21
5:45 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	4	0	7	26

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	16	0	0	0	0	0	0	0	20	0	36
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	4		4
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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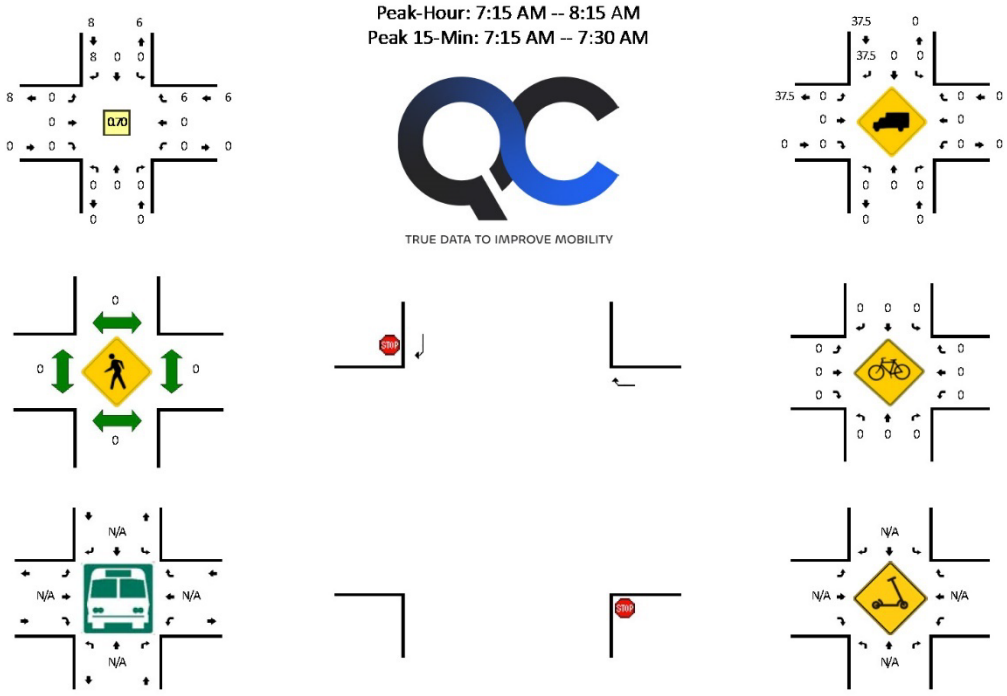
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451719
CITY/STATE: Collier, FL | **DATE:** Wed, Jan 24 2024

Peak-Hour: 7:15 AM -- 8:15 AM
Peak 15-Min: 7:15 AM -- 7:30 AM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	4	0	5	
7:30 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	3	
7:45 AM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	1	0	4	12
8:00 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	14
8:15 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	3	0	5	14
8:30 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	3	14
8:45 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	12

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	4	0	0	0	0	0	0	0	16	0	20
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	0		0
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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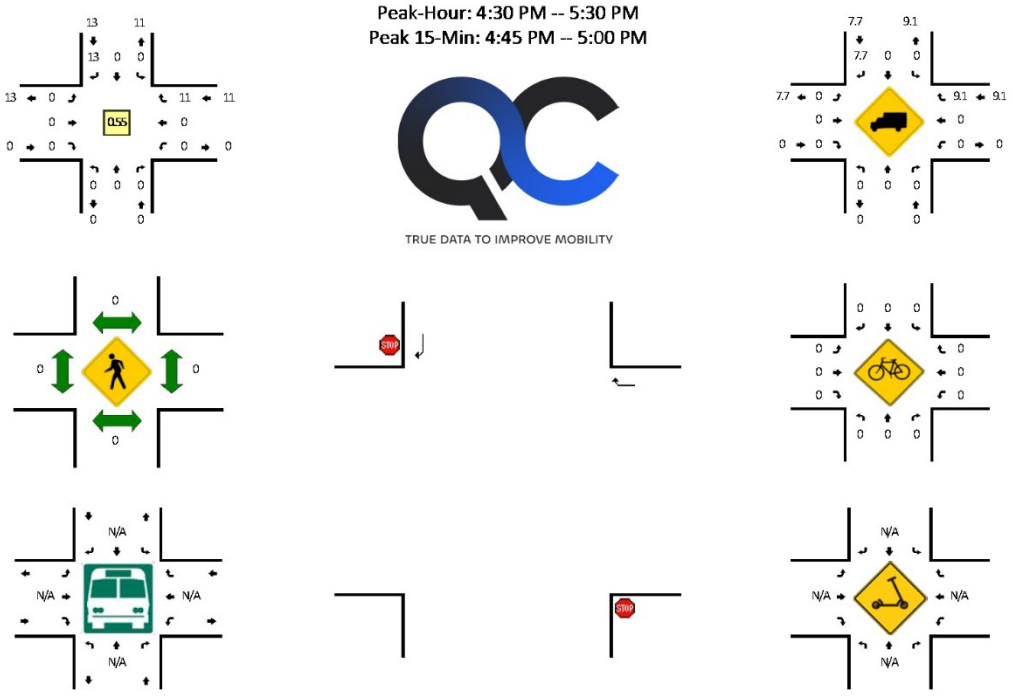
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451720
CITY/STATE: Collier, FL | **DATE:** Wed, Jan 24 2024

Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 4:45 PM -- 5:00 PM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	3	0	4	
4:15 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	
4:30 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	3	0	5	
4:45 PM	0	0	0	0	0	0	7	0	0	0	0	0	0	0	4	0	11	22
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	20
5:15 PM	0	0	0	0	0	0	4	0	0	0	0	0	0	0	2	0	6	24
5:30 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	0	4	23
5:45 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	13

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	28	0	0	0	0	0	0	0	16	0	44
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	4		4
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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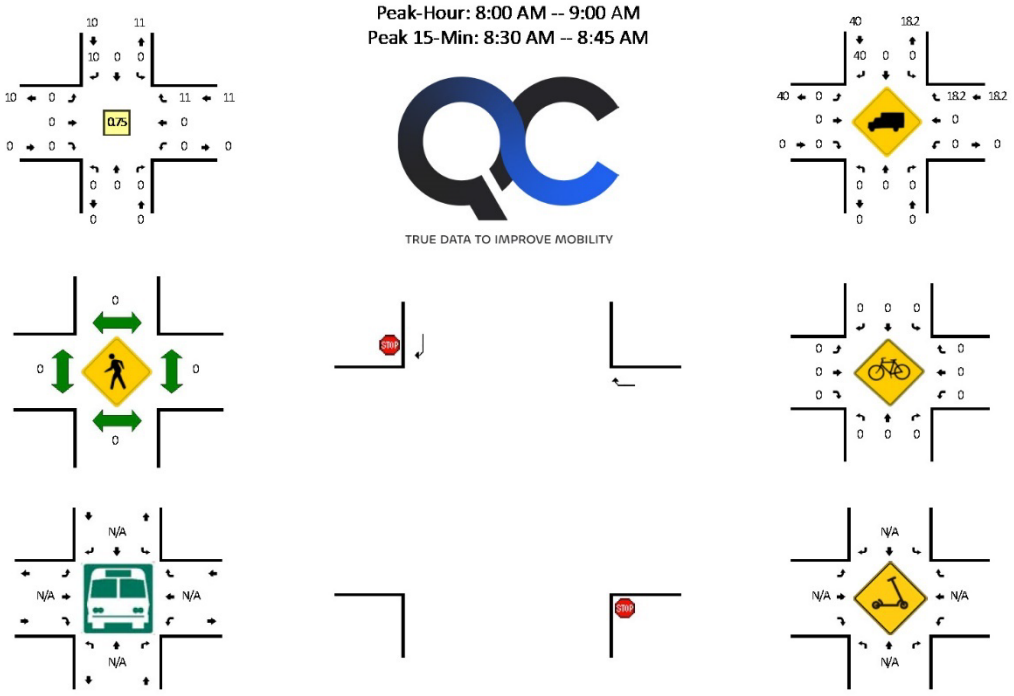
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451721
CITY/STATE: Collier, FL | **DATE:** Thu, Jan 25 2024

Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2	0	3	
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	4
8:00 AM	0	0	0	0	0	0	4	0	0	0	0	0	0	0	2	0	6	10
8:15 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	3	0	5	12
8:30 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	5	0	7	19
8:45 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	3	21

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	8	0	0	0	0	0	0	0	20	0	28
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	0		0
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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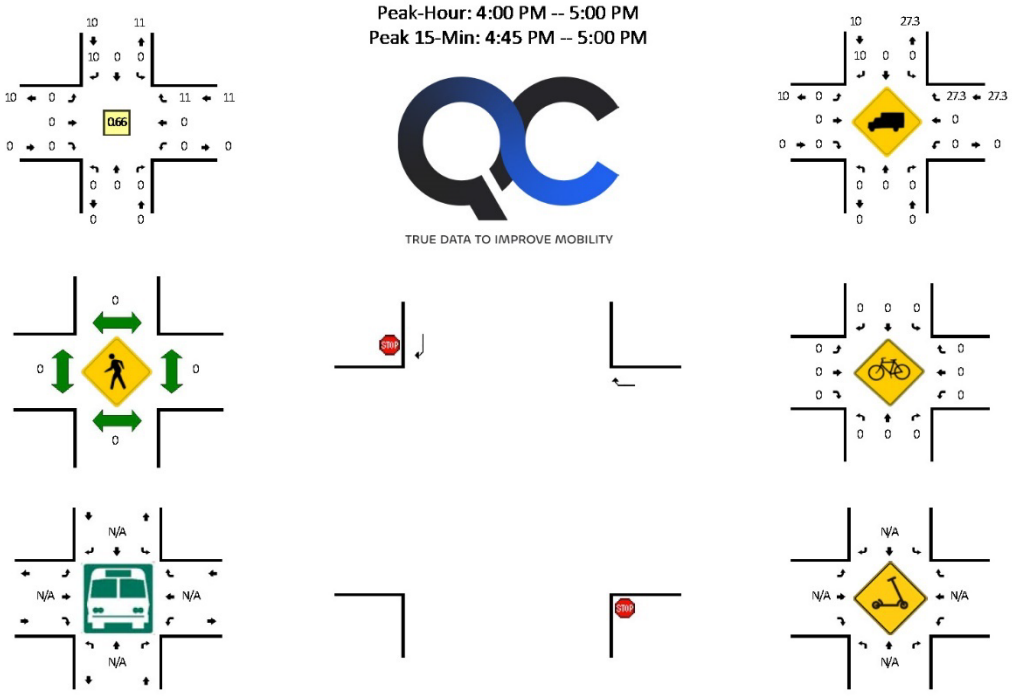
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451722
CITY/STATE: Collier, FL | **DATE:** Thu, Jan 25 2024

Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:45 PM -- 5:00 PM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	0	4	
4:15 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	2	0	5	
4:30 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	0	4	
4:45 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	5	0	8	21
5:00 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	19
5:15 PM	0	0	0	0	0	0	5	0	0	0	0	0	0	0	1	0	6	20
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	17
5:45 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	4	0	7	16

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	12	0	0	0	0	0	0	0	20	0	32
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	4		4
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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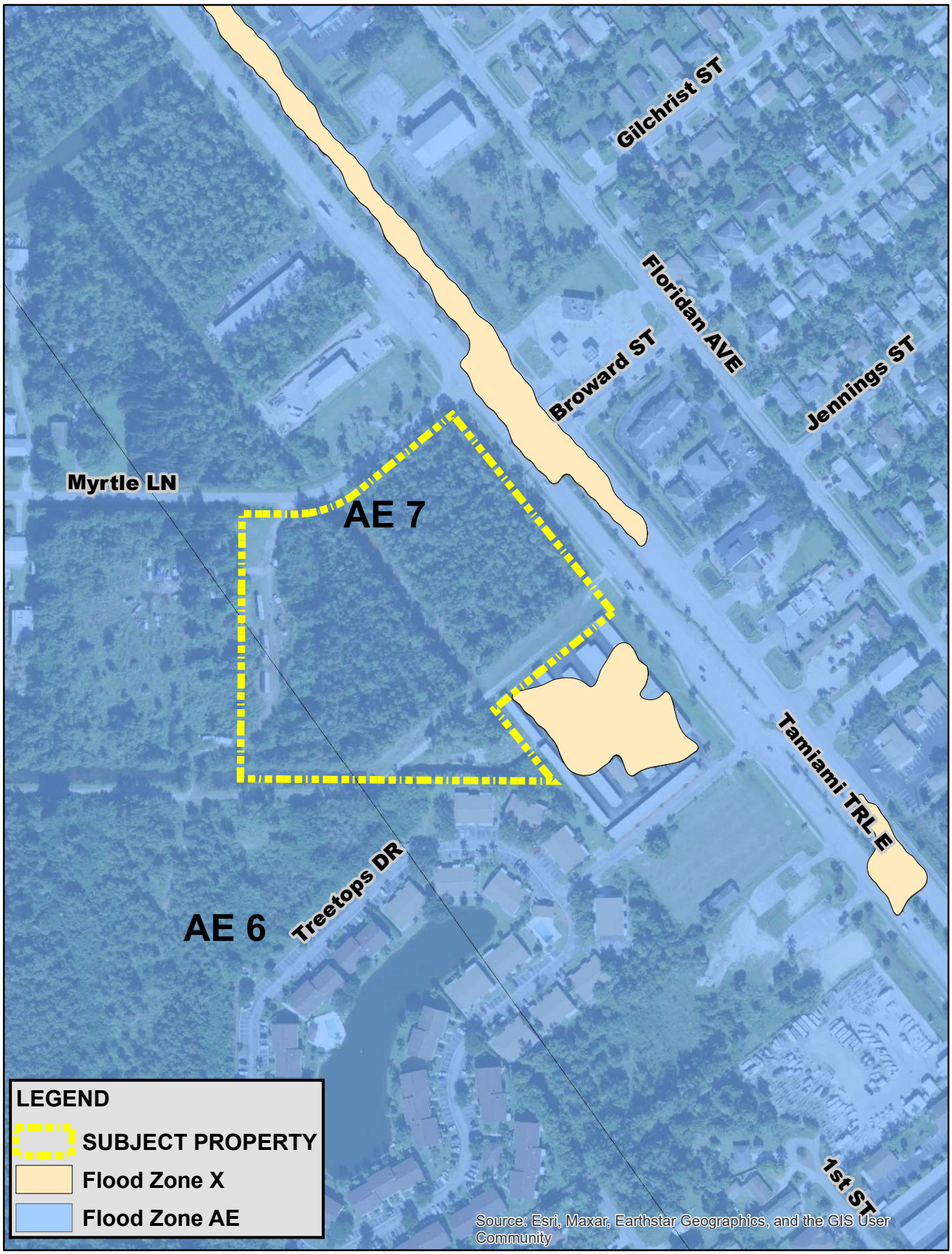
2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 0300 COLLIER COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.90 PSCF
1	01/01/2023 - 01/07/2023	1.00	1.11
2	01/08/2023 - 01/14/2023	0.97	1.08
* 3	01/15/2023 - 01/21/2023	0.95	1.06
* 4	01/22/2023 - 01/28/2023	0.93	1.03
* 5	01/29/2023 - 02/04/2023	0.91	1.01
* 6	02/05/2023 - 02/11/2023	0.90	1.00
* 7	02/12/2023 - 02/18/2023	0.88	0.98
* 8	02/19/2023 - 02/25/2023	0.88	0.98
* 9	02/26/2023 - 03/04/2023	0.88	0.98
*10	03/05/2023 - 03/11/2023	0.88	0.98
*11	03/12/2023 - 03/18/2023	0.88	0.98
*12	03/19/2023 - 03/25/2023	0.89	0.99
*13	03/26/2023 - 04/01/2023	0.91	1.01
*14	04/02/2023 - 04/08/2023	0.92	1.02
*15	04/09/2023 - 04/15/2023	0.94	1.04
16	04/16/2023 - 04/22/2023	0.96	1.07
17	04/23/2023 - 04/29/2023	0.97	1.08
18	04/30/2023 - 05/06/2023	0.99	1.10
19	05/07/2023 - 05/13/2023	1.01	1.12
20	05/14/2023 - 05/20/2023	1.03	1.14
21	05/21/2023 - 05/27/2023	1.04	1.16
22	05/28/2023 - 06/03/2023	1.06	1.18
23	06/04/2023 - 06/10/2023	1.08	1.20
24	06/11/2023 - 06/17/2023	1.10	1.22
25	06/18/2023 - 06/24/2023	1.09	1.21
26	06/25/2023 - 07/01/2023	1.08	1.20
27	07/02/2023 - 07/08/2023	1.07	1.19
28	07/09/2023 - 07/15/2023	1.06	1.18
29	07/16/2023 - 07/22/2023	1.07	1.19
30	07/23/2023 - 07/29/2023	1.07	1.19
31	07/30/2023 - 08/05/2023	1.08	1.20
32	08/06/2023 - 08/12/2023	1.08	1.20
33	08/13/2023 - 08/19/2023	1.09	1.21
34	08/20/2023 - 08/26/2023	1.10	1.22
35	08/27/2023 - 09/02/2023	1.11	1.23
36	09/03/2023 - 09/09/2023	1.12	1.24
37	09/10/2023 - 09/16/2023	1.13	1.26
38	09/17/2023 - 09/23/2023	1.12	1.24
39	09/24/2023 - 09/30/2023	1.11	1.23
40	10/01/2023 - 10/07/2023	1.10	1.22
41	10/08/2023 - 10/14/2023	1.09	1.21
42	10/15/2023 - 10/21/2023	1.08	1.20
43	10/22/2023 - 10/28/2023	1.06	1.18
44	10/29/2023 - 11/04/2023	1.04	1.16
45	11/05/2023 - 11/11/2023	1.03	1.14
46	11/12/2023 - 11/18/2023	1.01	1.12
47	11/19/2023 - 11/25/2023	1.01	1.12
48	11/26/2023 - 12/02/2023	1.01	1.12
49	12/03/2023 - 12/09/2023	1.01	1.12
50	12/10/2023 - 12/16/2023	1.00	1.11
51	12/17/2023 - 12/23/2023	0.98	1.09
52	12/24/2023 - 12/30/2023	0.97	1.08
53	12/31/2023 - 12/31/2023	0.95	1.06

* PEAK SEASON

09-MAR-2024 18:41:37 830UPD

341 Sabal Palm Road Residential Subdistrict
FIRM Map

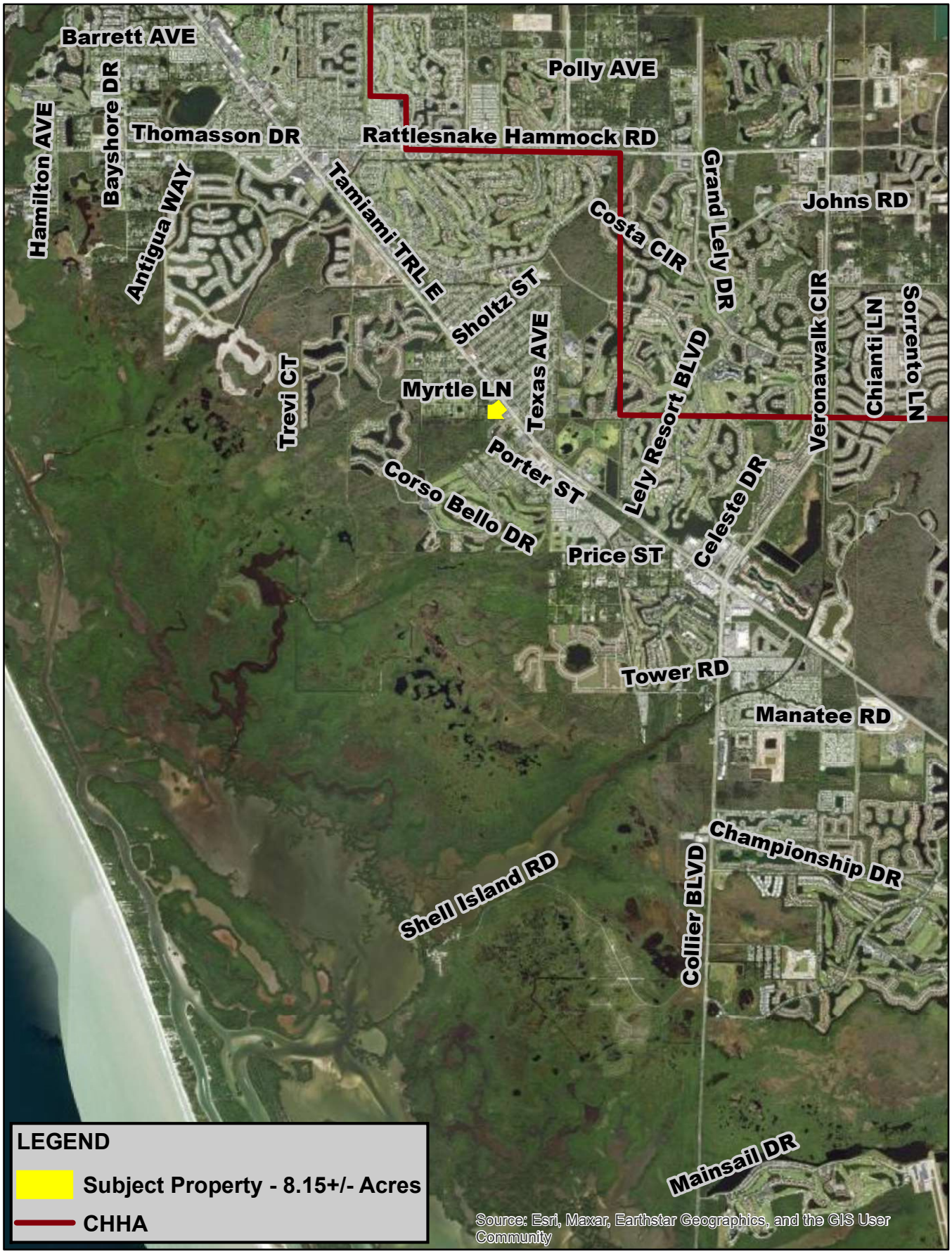


Document Path: G:\Planning\PROJ - PLANNING\MLUHAUL-23 Myrtle Lane U-Haul\Drawings\GIS\FIRMMap.mxd

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects

300 150 0 300 Feet

5396 Myrtle Lane Commercial Subdistrict
Coastal High Hazard Area Map



N
W E
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GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects

5,500 2,750 0 5,500 Feet

INSTR 4782354 OR 4871 PG 3081 RECORDED 12/31/2012 4:18 PM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.70 $4,445.00 REC $18.50
CONS $635,000.00

635,000

This instrument prepared by:

Christopher Staller, Esq.
Broad and Cassel
One Biscayne Tower
2 South Biscayne Boulevard
21st Floor
Miami, Florida 33131

NOT CERTIFIED COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 19 day of December, 2012, by CRE PROPERTIES, INC., a Florida corporation ("**Grantor**"), whose mailing address is 7765 NW 148 Street, Miami Lakes, Florida 33016, in favor of KC NAPLES TAMIAMI, LLC, a Florida limited liability company ("**Grantee**"), whose mailing address is 30 South Wacker Drive, Suite 1710, Chicago, IL 60606.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, certain real property located in Collier County, Florida which is more particularly described as follows ("**Property**"):

> Lots 23, 24, 25, 26, 27 and 28, Block A, MYRTLE COVE ACRES, Unit One, according to the Plat thereof, recorded in Plat Book 3, Page 38, of the Public Records of Collier County, Florida.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except real estate taxes for the year 2013 and subsequent years which are not yet due and payable, assessments and special district levies, zoning and other regulatory laws and ordinances affecting the Property, and easements, reservations, charges, covenants, restrictions, rights of way, and other matters of record (which is not deemed to reimpose same).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

WITNESSES:

Regina Ferrer
Print Name: Regina Ferrer

Print Name: Melissa Del Rey

GRANTOR:

CRE PROPERTIES, INC.,
a Florida corporation

By: Monica Kull
Monica Kull
Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19 day of December, 2012 by Monica Kull, as Vice President of CRE PROPERTIES, INC., a Florida corporation, on behalf of the corporation, who is (✓) is personally known to me or (_) produced as identification.

NOTARY PUBLIC, State of Florida
Melissa Del Rey
Print Name
My Commission expires: Aug. 19, 2014
Serial No.: EE 018873
(SEAL)

MELISSA DEL REY
MY COMMISSION # EE 018873
EXPIRES: August 19, 2014
Bonded Thru Notary Public Underwriters

NOT A CERTIFIED COPY

4830-8154-3186.1
44289.0029

INSTR 5518202 OR 5482 PG 2441 E-RECORDED 3/2/2018 8:46 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.70 $1,085.00 REC $18.50
CONS $155,000.00

Prepared with no opinion of title by:
Lisa M. Super, P.A.
5659 Strand Court, Suite 108
Naples, FL 34108
Consideration: $155,000.00
File No.: 664S-000565

Return to:
Conroy, Conroy & Durant, PA
2210 Vanderbilt Beach Road, Ste 1201
Naples, FL 34109

NOT A CERTIFIED COPY

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26 day of **February, 2018,** between **Omaida Rives, aka Omalda Rives, a single woman,** whose post office address is **18 Santa Fe Trail, Naples, FL 34113**, grantor, and **KC Naples Tamiami, LLC, A Florida limited liability company**, whose post office address is **30 South Wacker Drive, Suite 1710, Chicago, IL 60606**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Collier County, Florida** to-wit:

Lot 22 of Block "A" in Myrtle Cove Acres (Unit 1), according to the Plat thereof recorded in Plat Book 3 at Page 38, Public Records of Collier County, Florida.

Parcel Identification Number: 60780880001

Also known as: **5396 Myrtle Lane, Naples, FL 34113.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017.**

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature
Print Name: Luke Lane

Omaida Rives

Witness Signature
Print Name: Fran Harrington

STATE OF Florida)
)SS
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 26 day of **February, 2018** by **Omaida Rives,** who [ ] is personally known or [✓] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Fran Harrington
My Commission Expires: 7-23-2019

FRAN HARRINGTON
MY COMMISSION #FF902861
EXPIRES: JUL 23, 2019
Bonded through 1st State Insurance

NOT A CERTIFIED COPY

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
ww.colliercountyfl.gov

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership
N.A.	

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership
KC NAPLES TAMIAMI LLC, 101 N. Wacker Dr., #611, Chicago, IL 60606 Kevin M. Cahill – Manager (100%)	**100**

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership
N.A.	

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership
N.A.	

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership
Metropolitan Naples, LLC, 1500 Fifth Ave. S., Suite 106, Naples, FL 34102 (100%) Development Partners International, LLC, 1415 Panther Ln, Naples, FL 34109 (Ownership Interest) Jerry Starkey, President (50%) Fred Pezeshkan, Vice President (50%) Alexander Pezeshkan, Vice President Thomas MacIvor, Treasurer/ Secretary Thomas MacIvor, Treasurer, 1415 Panther Ln, Naples, FL 34109	100

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address
N.A.

g. Date subject property acquired 2018, 2012

☐ Leased: Term of lease_____years /months

If, Petitioner has option to buy, indicate the following:

Date of option: _____
Date option terminates:_____, or
Anticipated closing date: _____

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
ww.colliercountyfl.gov

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov



Agent/Owner Signature

April 22, 2024
Date

D. Wayne Arnold, AICP
Agent/Owner Name (please print)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20230016211 and PL20230016212

I, Kevin M. Cahill (print name), as Manager (title, if applicable) of KC Naples Tamiami, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Metropolitan Naples, LLC to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature 2/14/2014 **Date**

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [ ] physical presence or [ ] online notarization this 14th day of February, 2024 by (printed name of owner or qualifier) Kevin M. Cahill.

Such person(s) Notary Public must check applicable box:

[✓] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Mary Carol Picot

MARY CAROL PICOT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

CP\08-COA-00115\155
REV 3/4/2020

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20230016211 and PL20230016212

I, Jerry Starkey (print name), as President of Development Partners International, LLC, Manager (title, if applicable) of Metropolitan Naples, LLC (company, if applicable), swear or affirm under oath, that I am the (choose one) owner ☐ applicant ☑ contract purchaser ☐ and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Q. Grady Minor & Associates, P.A. and Coleman, Yovanovich & Koester, P.A. to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature 1/08/24 **Date**

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of ☒ physical presence or ☐ online notarization this 8th day of February, 20 24, by (printed name of owner or qualifier) Jerry Starkey.

Such person(s) Notary Public must check applicable box:

☒ Are personally known to me

☐ Has produced a current drivers license _____

☐ Has produced _____ as identification.

Notary Seal

Notary Signature: _____

JACQUELINE N. SCHOENHALS
MY COMMISSION # HH 426338
EXPIRES: August 6, 2027

CP\08-COA-00115\155
REV 3/4/2020

Collier County
Growth Management
Community Development Department

ADDRESSING CHECKLIST

Please complete the following and upload via the CityView Portal with your submittal. Items marked with (*) are required for every application, other items are optional and may not apply to every project.

Forms are valid for 6 months following their submittal; an updated form will be required for a new submittal after that timeframe and any time the properties within the project boundary are modified.

Additional documents may be attached to this form and can include:

- * LOCATION MAP and/or SURVEY showing the proposed project boundary.
- List of additional folio numbers and associated legal descriptions.
- E-mail from Addressing Official for any pre-approved project and/or street names.

LOCATION INFORMATION

***FOLIO (Property ID) Number(s)** of subject property or properties. [Attach list if necessary]

60780880001, 60780920000, 60780960002 and 60781000000

***LEGAL DESCRIPTION** of subject property or properties. [Attach list if necessary]

S29/T50/R26

STREET ADDRESS(ES) where applicable, if already assigned.

5396 Myrtle Lane, 5398 Myrtle Lane

PROJECT INFORMATION

Acceptance of this form does not constitute project and/or street name approval and is subject to further review by the Addressing Official. Pre-Approval may be requested by contacting us at GMD_Addressing@colliercountyfl.gov or 239-252-2482 prior to your submittal.

CURRENT PROJECT NAME

Myrtle Woods PUD

PROPOSED PROJECT NAME

5396 Myrtle Lane CPUD

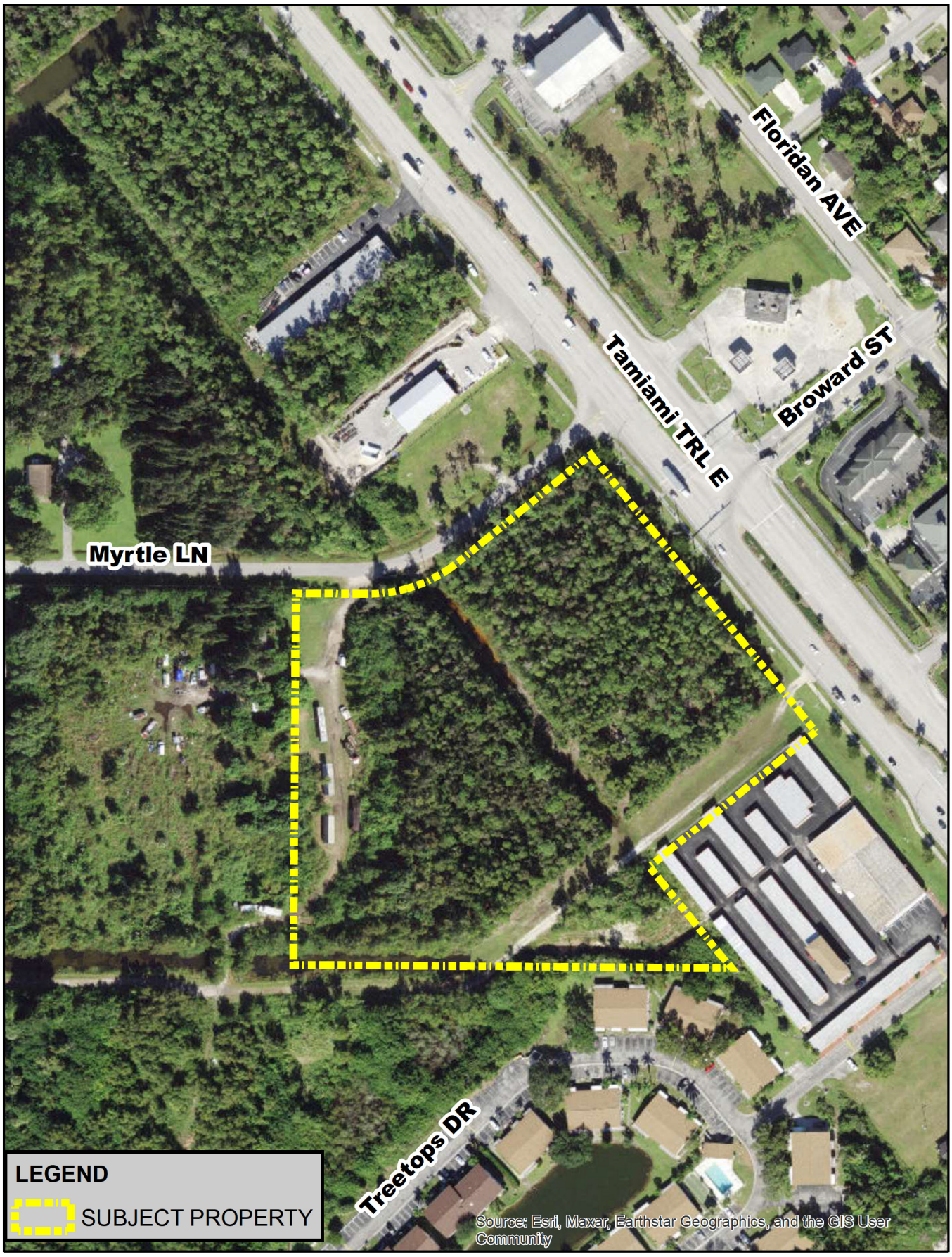
PROPOSED STREET NAME(s)

N.A.

LATEST APPROVED PROJECT NUMBER [e.g., SDP-94-##, PPL-2002-AR-####, PL2017000####]

Operations & Regulatory Management Division ● 2800 North Horseshoe Drive ● Naples, FL 34104 ● 239-252-2400
www.colliercountyfl.gov

5396 Myrtle Lane CPUD
Location Map



GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

210 105 0 210 Feet

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Zoning Pre-Application Meeting Notes

Petition Type: PUD Rezone (~~PUDZ~~ PUDR)
GMP Amendment (GMPA)

Date and Time: _____

Assigned Planner: Laura DeJohn (PUDZ) (PUDR)
Kathy Eastley (GMPA)

Engineering Manager (for PPL's and FP's): _____

Project Information

Project Name: 5396 Myrtle LN (~~PUDZ~~ PUDR) & 5396 Myrtle LN (GMPA)

PL #: PL20230016212 (PUDZ) PUDR
PL20230016211 (GMPA)

Property ID #: 60780880001, 60780920000, 60780960002 and 60781000000 **Current Zoning:** Myrtle Woods PUD + RMF-6 (1parcel)

Project Address: 5396 Myrtle LN **City:** Naples **State:** FL **Zip:** 34113

Applicant: Sharon Umpenhour – GradyMinor

Agent Name: D. Wayne Arnold AICP - GradyMinor **Phone:** 239-947-1144

Agent/Firm Address: 3800 Via Del Rey **City:** Bonita Springs **State:** FL **Zip:** 34134

Property Owner: KC Naples Tamiami LLC

Please provide the following, if applicable:

i. **Total Acreage:** 8.15

ii. **Proposed # of Residential Units:** _____

iii. **Proposed Commercial Square Footage:** _____

iv. **For Amendments, indicate the original petition number:** _____

v. **If there is an Ordinance or Resolution associated with this project, please indicate the type and number:** _____

vi. **If the project is within a Plat, provide the name and AR#/PL#:** _____

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

As of 10/16/2017 all Zoning applications have revised applications, and your associated Application is included in your notes; additionally a *new Property Ownership Disclosure Form is required for all applications. A copy of this new form is included in your pre-app

Note – link is https://www.colliercountyfl.gov/Home/ShowDocument?id=75093

ZONING - LAURA DEJOHN - SEE ATTACHED EMAIL NOTES ON PAGE 2.A.

COMP. PLANNING - KATHY EASTLY - SEE ATTACHED EMAIL NOTES ON PAGES 2.B.1 → 2.B.3.

TRANSPORTATION - MIKE SAWYER - SEE ATTACHED EMAIL NOTES ON PAGE 2.C.

PUBLIC UTILITIES - DREW CODY - SEE PAGE 4 OF 5 FOR CONTACT INFO TO CONTACT WITH QUESTIONS.

STORMWATER - JOCELYN NAGEON DE LOSTANG - SEE PAGE 5 OF 5 FOR CONTACT INFO FOR QUESTIONS.

If Site is within the City of Naples Water Service Area please send to Naples Utilities and Planning Departments. Then, if the petition is submitted, we are to send it (by email) to the four persons below in their Utilities and Planning Depts. - along with a request that they send us a letter or email of "no objection" to the petition. Bob Middleton RMiddleton@naplesgov.com Allyson Holland AMHolland@naplesgov.com Robin Singer RSinger@naplesgov.com Erica Martin emartin@naplesgov.com

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

ThomasClarkeVEN

From: LauraDeJohnVEN
Sent: Tuesday, December 19, 2023 4:51 PM
To: ThomasClarkeVEN
Cc: Katherine Eastley
Subject: 5396 Myrtle Lane PUDR Pre-app Notes (PL20230016212)

Thomas, Here are the zoning notes for the referenced PUDR pre-app meeting today:

- Companion site specific GMP Amendment is being proposed.
- Petitioner seeks to develop a U Haul facility based on their smart mobility model as a replacement to the existing U-Haul at 2001 Tamiami Trail E, Naples, FL 34112. This will include a 4-story indoor self storage building and 1-story warehousing (indoor cube). Also outdoor display of trucks & trailers for rent, propane sales to general public, electric charging stations available to general public, and approx. 3,000 s.f. of retail (moving & packing supplies) available to the general public. Other C-3 uses will also be proposed as permitted.
- Site is approx. 8.25 acres, currently zoned CPUD (Ord. 08-09) & RMF-6. PU-89-7 is expired.
- The zoning action will be a PUD rezoning (PUDR).
- To address compatibility within the PUD, identify the specific uses (by SIC) that are anticipated on the site as permitted uses and/or prohibited uses.
- For the PUD Master Plan, include contents outlined in the Administrative Code, section G.1. Include all easements, roads, rights-of-ways, and pedestrian systems on and proximate to the site.
- If deviations from LDC requirements are proposed, provide justifications demonstrating such master plan elements may be waived without detrimental effect on the health, safety and welfare of the community (LDC section 10.02.13.A.3), and/or demonstrating that the deviation is "justified as meeting public purposes to a degree at least equivalent to literal application of such regulations" per 10.02.13.B.5.h.
- Along with development standards, identify operational aspects in the PUD Submittal: hours of operation, outdoor sound control
- Refer to screening requirement in LDC 4.02.12 if outdoor storage is proposed.
- For information purposes, refer to Ordinance 08-09 for past conditions to provide public access, drainage/utility easement, and 60' x 70' well site easement.
- Architectural standards of LDC Section 5.05.08 apply.
- Applicant is required to hold a Neighborhood Information Meeting before the item is heard by the Planning Commission and Board of County Commissioners.
- In the application form where civic associations must be listed, and for purposes of NIM mailings, include East Naples Civic Association – confirm accurate mailing addresses per the Dept. of State Division of Corporations

Laura DeJohn, AICP
Collier County Growth Management Department
Zoning Services (Vendor)
2800 North Horseshoe Drive
Naples, FL 34104
Desk: (239) 252-5587
laura.dejohn@colliercountyfl.gov

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Page 2.A.

ThomasClarkeVEN

From: Katherine Eastley
Sent: Wednesday, December 20, 2023 7:15 AM
To: LauraDeJohnVEN; ThomasClarkeVEN
Subject: RE: 5396 Myrtle Lane PUDR Pre-app Notes (PL20230016212)
Attachments: PL20230016211 Myrtle Lane GMPA Pre-app Notes.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Attached are comprehensive planning comments.

Kathy Eastley, AICP
Planner III
Comprehensive Planning

Collier County

Zoning Division
Katherine.Eastley@colliercountyfl.gov
2800 North Horseshoe Drive, Naples, FL 34101
Direct Phone: 239.252.2834

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

From: LauraDeJohnVEN <Laura.DeJohn@colliercountyfl.gov>
Sent: Tuesday, December 19, 2023 4:51 PM
To: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Cc: Katherine Eastley <Katherine.Eastley@colliercountyfl.gov>
Subject: 5396 Myrtle Lane PUDR Pre-app Notes (PL20230016212)

Thomas, Here are the zoning notes for the referenced PUDR pre-app meeting today:

- Companion site specific GMP Amendment is being proposed.
- Petitioner seeks to develop a U Haul facility based on their smart mobility model as a replacement to the existing U-Haul at 2001 Tamiami Trail E, Naples, FL 34112. This will include a 4-story indoor self storage building and 1-story warehousing (indoor cube). Also outdoor display of trucks & trailers for rent, propane sales to general public, electric charging stations available to general public, and approx. 3,000 s.f. of retail (moving & packing supplies) available to the general public. Other C-3 uses will also be proposed as permitted.
- Site is approx. 8.25 acres, currently zoned CPUD (Ord. 08-09) & RMF-6. PU-89-7 is expired.
- The zoning action will be a PUD rezoning (PUDR).
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- For the PUD Master Plan, include contents outlined in the Administrative Code, section G.1. Include all easements, roads, rights-of-ways, and pedestrian systems on and proximate to the site.
- If deviations from LDC requirements are proposed, provide justifications demonstrating such master plan elements may be waived without detrimental effect on the health, safety and welfare of the community (LDC section 10.02.13.A.3), and/or demonstrating that the deviation is "justified as meeting public purposes to a degree at least equivalent to literal application of such regulations" per 10.02.13.B.5.h.

Page 2.B.1.

Comprehensive Planning Pre-App Notes
Myrtle Lane GMPA and Rezone December 19, 2023 – 1:30 p.m.

GMPA PL20230016211 – Kathy Eastley
PUDZ PL20230016212 – Laura DeJohn

Description:

The applicant proposes to rezone four parcels to allow for up to 200,000 square feet of:

- Warehouse and Storage (SIC 4225) (both indoor storage and cube storage).
- Outdoor storage and display for U-Hauls (SIC 7513).
- Limited General Commercial (C-4) uses related to U-haul supplies such as boxes and packing materials, limited to 3,000 square feet.
- LPG Sales.

The property is at the southwest intersection of Myrtle Lane and US 41. Three of the properties are currently zoned Myrtle Woods CPUD and one parcel is zoned RSF-3. All parcels are currently vacant and total approximately 8.25 acres.

Access to the site is proposed at the signalized intersection of Broward Street and US 41, with emergency access proposed on Myrtle Lane. Discuss the potential to provide interconnection from Myrtle Lane to the signalized intersection at Broward.

The site plan indicates a four-story storage facility at the southeast, U-Haul storage and display at the intersection of US 41 and Myrtle Lane, a single-story warehouse at the western end of the property adjacent to the RSF-3 parcels, and a water management facility at the south adjacent to the Tree Tops MPUD.

The Growth Management Plan (GMP) Future Land Use Element (FLUE) and Future Land Use Map (FLUM) and Map Series, designate the property as Urban, Mixed-Use District, Urban Coastal Fringe Subdistrict, and Coastal High Hazard Area. The applicant proposes a Growth Management Plan Amendment (GMPA) to create a subdistrict to allow the requested uses.

The applicant should provide a detailed description of the uses proposed on the property, along with the associated SIC Codes. Justification for the proposed GMPA must be provided including the provision of data and analysis demonstrating the need for the use, **as well as the appropriateness of the use at the proposed location**. Please include a defined market area with to support the location as well as each of the proposed uses. This study should also include an inventory of all approved similar facilities within the defined market area. Please note that this is an existing facility that will be relocating, with current location and specific uses that exist in the current business.

The US 41 Overlay should be reviewed and applied to the site, including the required enhancements and incorporating the development criteria into the plan.

Page 2. B2.

Address the compatibility of the use, the availability of public and/or private infrastructure to serve the use, and impacts, if any, on environmental and cultural resources.

Please include information related to the apparent accesses through the subject properties. Are these easements that serve drainage in the area?

Growth Management Plan Amendments require the applicant to address and demonstrate consistency with the following policies:

- Please address Collier County Growth Management Plan Policy 5.6 regarding compatibility and policies 7.1-7.4. regarding smart growth policies specific to interconnection and access issues. These policies are found in the document at the following link: https://www.colliercountyfl.gov/home/showpublisheddocument/103430/638181213305930000
- List and address applicable provisions of Florida Statues 163.3187 and 163.3177 for amending the Growth Management Plan (GMP).

General Information

- **Public Notice requirements in Subsection 10.03.06.B**
  - Staff suggests communicating with neighbors regarding the proposal.
- **One neighborhood information meeting (NIM)** is required at least 15 days prior to the advertised Planning Commission Hearing. The applicant is eligible for a NIM at the conclusion of the first review.
  - The GMPA and PUDZ can be combined in one NIM
- **Public Hearings**
  - EAC, if required
  - One CCPC
  - Final Decision is made by the BCC following recommendations from EAC and CCPC
- The rezone petition decision is pending decision for the GMPA

Contact Information - Kathy Eastley 239-252-2834 katherine.eastley@colliercountyfl.gov
Kathy Eastley, Planner III
December 20, 2023

PAGE 2B.3.
2

ThomasClarkeVEN

From: Michael Sawyer
Sent: Tuesday, December 19, 2023 2:01 PM
To: LauraDeJohnVEN; Katherine Eastley; ThomasClarkeVEN
Subject: 5396 Myrtle Lane GMPA & PUDZ Pre-app Notes

Everyone,

Please provide the following notes for Transportation Planning:

Transportation Planning: A methodology meeting by email is required and provide a note on the TIS cover sheet that the fee will be collected at the time of PUD submittal. Address all transportation elements of the GMPA & PUD. Provide both ITE and SIC use codes in the TIS for all proposed uses. Provide trip limit/cap Developer Commitment based on TIS using standard language: *"The maximum total daily trip generation for the PUD shall not exceed ____ two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval."*

Respectfully,

Michael Sawyer
Project Manager II
Transportation Management Services Department
Transportation Planning
2685 South Horseshoe Drive, Suite 103
Naples, Florida 34104
239-252-2926
michael.sawyer@colliercountyfl.gov

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Page 2.C.

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

LANDSCAPE REVIEW – MARK TEMPLETON – SEE EMAIL NOTES ON PAGE 3.A.

PUD MON. TUNING – SEE LAURIE BEARD EMAIL AND ATTACHMENT ON PAGES 3.B.1 – 3.B.2.

ENVIRONMENTAL – CRAIG BROWN – SEE EMAIL NOTES AND ATTACHMENTS ON PAGES 3.C.1 → 3.C.8.

Note: The County collects impact fees prior to the issuance of a Certificate of Occupancy to help offset the impacts of each new development on public facilities. These impact fees are used to fund projects identified in the Capital Improvement Element of the Growth Management Plan (GMP) as needed to maintain the adopted Level of Service (LOS) for public facilities. Other fees collected prior to the issuance of a building permit include building permit review fees. Please note that impact fees and taxes collected were not included in the criteria used by staff and the Planning Commission to analyze this petition.

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

ThomasClarkeVEN

From: Mark Templeton
Sent: Tuesday, December 19, 2023 2:39 PM
To: ThomasClarkeVEN
Subject: RE: Zoning Pre-App ~~RESEARCH~~ NOTES for 5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA

Hi Thomas,
Landscape notes below:
Label buffers on the PUD Master Plan consistent with LDC/GMPA standards.
Ensure consistency with any landscape standards within the corridor overlay.

Respectfully,

Mark Templeton, RLA
Principal Planner/Landscape Review

Collier County

Development Review Division
Exceeding Expectations, Every Day!

NOTE: Email Address Has Changed

2800 North Horseshoe Drive, Naples Florida 34104
Phone: 239.252.2475

How are we doing? Please CLICK HERE to fill out a Customer Survey.
We appreciate your Feedback!
Disclaimer- this email is not to be interpreted as an endorsement or approval of any permit, plan, project, or deviation from the Land Development Code.

From: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Sent: Friday, December 15, 2023 3:43 PM
To: Anthony Stolts <Anthony.Stolts@colliercountyfl.gov>; Heidi Ashton <Heidi.Ashton@colliercountyfl.gov>; Brett Rosenblum <Brett.Rosenblum@colliercountyfl.gov>; Craig Brown <Craig.Brown@colliercountyfl.gov>; Derek Perry <Derek.Perry@colliercountyfl.gov>; Eric Ortman <Eric.Ortman@colliercountyfl.gov>; Gino Santabarbara <Gino.Santabarbara@colliercountyfl.gov>; Jaime Cook <Jaime.Cook@colliercountyfl.gov>; James Sabo <James.Sabo@colliercountyfl.gov>; Jocelyn NageondeLestang <Jocelyn.NageondeLestang@colliercountyfl.gov>; Kathynell Crotteau <Kathynell.Crotteau@colliercountyfl.gov>; Laurie Beard <Laurie.Beard@colliercountyfl.gov>; Mark Templeton <Mark.Templeton@colliercountyfl.gov>; Michael Sawyer <Michael.Sawyer@colliercountyfl.gov>; Michele Mosca <Michele.Mosca@colliercountyfl.gov>; Parker Klopf <Parker.Klopf@colliercountyfl.gov>; Rachel Hansen <Rachel.Hansen@colliercountyfl.gov>; Richard Orth <Richard.Orth@colliercountyfl.gov>; Sally Ashkar <Sally.Ashkar@colliercountyfl.gov>; Sarah Harrington <Sarah.Harrington@colliercountyfl.gov>
Cc: LauraDeJohnVEN <Laura.DeJohn@colliercountyfl.gov>; Katherine Eastley <Katherine.Eastley@colliercountyfl.gov>
Subject: Zoning Pre-App RESEARCH for 5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA

Good afternoon all,

Please see the attached Pre-App Research for **Companion** petitions; **5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA – PL20230016211.**

PAGE 3.A.

ThomasClarkeVEN

From: Laurie Beard
Sent: Monday, December 18, 2023 8:25 AM
To: ThomasClarkeVEN
Cc: LauraDeJohnVEN
Subject: Pre-App Meeting PL20230016212/PL20230016211- 5396 Myrtle Lane GMPA & PUDZ
Attachments: Transportation-PUD monitoring pre app handout 2023.docx

PUDA

This is the Myrtle Woods PUD.

Not sure what they are doing (Amendment?) but my notes are attached regardless of a new PUD or PUDA, I need the same info added.

Laurie Beard
Project Manager II

PUD Monitoring, GMD
2800 N. Horseshoe Drive
Naples, FL 34104
Laurie.Beard@CollierCountyFL.gov
Phone: (239)-252-5782

PROUDLY SERVING COLLIER COUNTY SINCE 2000

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Page 3.B.1.

Transportation Planning and PUD Monitoring Pre-App Notes

Developer Commitments:

Transportation Planning

" The maximum total daily trip generation for the PUD shall not exceed ____ two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval."

Use Codes

Provide both ITE and SIC use codes in the TIS.

PUD Monitoring

"One entity (hereinafter the Managing Entity) shall be responsible for PUD monitoring until close-out of the PUD, and this entity shall also be responsible for satisfying all PUD commitments until close-out of the PUD. At the time of this CPUD approval, the Managing Entity is the Insert Company Name Here. Should the Managing Entity desire to transfer the monitoring and commitments to a successor entity, then it must provide a copy of a legally binding document that needs to be approved for legal sufficiency by the County Attorney. After such approval, the Managing Entity will be released of its obligations upon written approval of the transfer by County staff, and the successor entity shall become the Managing Entity. As Owner and Developer sell off tracts, the Managing Entity shall provide written notice to County that includes an acknowledgement of the commitments required by the CPUD by the new owner and the new owner's agreement to comply with the Commitments through the Managing Entity, but the Managing Entity shall not be relieved of its responsibility under this Section. When the PUD is closed-out, then the Managing Entity is no longer responsible for the monitoring and fulfillment of PUD commitments."

Miscellaneous

Pursuant to Section 125.022(5) F.S., issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

All other applicable state or federal permits must be obtained before commencement of the development.

ThomasClarkeVEN

From: Craig Brown
Sent: Wednesday, December 20, 2023 2:20 PM
To: ThomasClarkeVEN
Subject: RE: Zoning Pre-App ~~RESEARCH~~ NOTES for 5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA
Attachments: PUDZ-PUDA checklist FOR REVIEWERS 2-2017.doc; Environmental data Checklist updated December 2016.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Thomas,
There are my notes for this one.

1. Please provide Environmental Data: Please provide FLUCFCS aerial map of the subject property please include the invasive exotic plant percentage amounts and indicate which FLUCFCS are being considered Native Vegetation. Identify on a current aerial the acreage, location and community types of all upland and wetland habitats on the project site, according to the Florida Land Use Cover and Forms Classification System (FLUCFCS), and provide a legend for each of the FLUCFCS Codes identified. Aerials and overlay information must be legible at the scale provided. Provide calculations for the acreage of **native vegetation** required to be retained on-site. In a separate report, demonstrate how the preserve selection criteria pursuant to 3.05.07 have been met. Where applicable, include in this report an aerial showing the project boundaries along with any undeveloped land, preserves, natural flowways or other natural land features, located on abutting properties.

2. Please provide a current Listed species survey, which should include listed plants for the subject property. Provide supporting exhibits (i.e. Panther zones ect.) be sure to include Black Bear and Florida Bonneted Bat as part of the evaluation. Provide a wildlife survey for the nests of bald eagle and for **listed species known to inhabit** biological communities similar to those existing on site. The survey shall be conducted in accordance with the guidelines or recommendations of the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS).
   Provide a survey for listed plants identified in 3.04.03.

3. Provide calculations on site plan showing the appropriate acreage of native vegetation to be retained, the max. amount and ratios permitted to be created on-site or mitigated off-site. Exclude vegetation located within utility and drainage easements from the preserve calculations (LDC 3.05.07.B-D; 3.05.07.F; 3.05.07.H.1.d-e). (15 % of native vegetation of the total acreage is required for preservation.) Label the Master plan with a note that the preservation is to be addressed off-site and provide the calculation in the packet submitted.

4. **Please address how the proposed project is consistent with Conservation Coastal Management Element (CCME) Policy 6.1 and Objective 7.1.**

5. Explain how the project meets or exceeds the native vegetation requirements and minimizes impacts to listed species as required in the CCME. (**The preservation Requirement is 15 % of native vegetation).**

6. Indicate how the project design minimizes impacts to listed species. Describe the measures that are proposed as mitigation for impacts to listed species. (**If found onsite).**

7. Demonstrate that the design of the proposed stormwater management system and analysis of water quality and quantity impacts fully incorporate the requirements of the Watershed Management regulations of 3.07.00.

8. Please address any clearing that has occurred when it occurred and provide permit information associated with the clearing (Historic aerials).

Page 3.C.1-

Environmental Data Fee.
$2,500.00

Craig Brown
Environmental Services Manager
2800 North Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2548

Collier County
Growth Management
Community Development Dept.

From: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Sent: Friday, December 15, 2023 3:43 PM
To: Anthony Stolts <Anthony.Stolts@colliercountyfl.gov>; Heidi Ashton <Heidi.Ashton@colliercountyfl.gov>; Brett Rosenblum <Brett.Rosenblum@colliercountyfl.gov>; Craig Brown <Craig.Brown@colliercountyfl.gov>; Derek Perry <Derek.Perry@colliercountyfl.gov>; Eric Ortman <Eric.Ortman@colliercountyfl.gov>; Gino Santabarbara <Gino.Santabarbara@colliercountyfl.gov>; Jaime Cook <Jaime.Cook@colliercountyfl.gov>; James Sabo <James.Sabo@colliercountyfl.gov>; Jocelyn NageondeLestang <Jocelyn.NageondeLestang@colliercountyfl.gov>; Kathynell Crotteau <Kathynell.Crotteau@colliercountyfl.gov>; Laurie Beard <Laurie.Beard@colliercountyfl.gov>; Mark Templeton <Mark.Templeton@colliercountyfl.gov>; Michael Sawyer <Michael.Sawyer@colliercountyfl.gov>; Michele Mosca <Michele.Mosca@colliercountyfl.gov>; Parker Klopf <Parker.Klopf@colliercountyfl.gov>; Rachel Hansen <Rachel.Hansen@colliercountyfl.gov>; Richard Orth <Richard.Orth@colliercountyfl.gov>; Sally Ashkar <Sally.Ashkar@colliercountyfl.gov>; Sarah Harrington <Sarah.Harrington@colliercountyfl.gov>
Cc: LauraDeJohnVEN <Laura.DeJohn@colliercountyfl.gov>; Katherine Eastley <Katherine.Eastley@colliercountyfl.gov>
Subject: Zoning Pre-App RESEARCH for 5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA

Good afternoon all,

Please see the attached Pre-App Research for **Companion** petitions; **5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA – PL20230016211.**

The Pre-App meeting is **Tuesday 12/19/23 at 1:30pm via ZOOM**.

See attached link below:

Zoom Invite:
Topic: Pre-App Meeting PL20230016212/PL20230016211- 5396 Myrtle Lane GMPA & PUDZ
Time: Dec 19, 2023, 01:30 PM Eastern Time (US and Canada)

Join Zoom Meeting:

https://us02web.zoom.us/j/81962592721?pwd=V2czdUtZUGgzWUllQm5YbmwzZG1PZz09

Page 3.C.2

Environmental PUDZ-PUDA Checklist (non-RFMU)
Project Name 5396 MYRTLE LN (PUDA) + (GMPA)

1. Is the project is in compliance with the overlays, districts and/or zoning on the subject site and/or the surrounding properties? (CON, ST, PUD, RLSA, RFMU, etc.) (LDC 2.03.05-2.03.08; 4.08.00) Not in CV Library

2. Submit a current aerial photograph (available from the Property Appraiser's office) and clearly delineate the subject site boundary lines. If the site is vegetated, provide FLUCFCS overlay and vegetation inventory identifying upland, wetland and exotic vegetation (Admin. Code Ch. 3 G.1. Application Contents #24). FLUCFCS Overlay -P627

3. Clearly identify the location of all preserves and label each as "Preserve" on all plans. (LDC 3.05.07.H.1). Preserve Label- P546

4. Provide calculations on site plan showing the appropriate acreage of native vegetation to be retained, the max. amount and ratios permitted to be created on-site or mitigated off-site. Exclude vegetation located within utility and drainage easements from the preserve calculations (LDC 3.05.07.B-D; 3.05.07.F; 3.05.07.H.1.d-e). Preserve Calculation - P547

5. Created and retained preserve areas shall meet the minimum width requirements per LDC 3.05.07.H.1.b. Preserve Width - P603

6. Retained preservation areas shall be selected based on the criteria defined in LDC 3.05.07.A.3, include all 3 strata, be in the largest contiguous area possible and shall be interconnected within the site and to adjoining off-site preservation areas or wildlife corridors. (LDC 3.05.07.A.1-4) Preserve Selection- P550

7. Principle structures shall be located a minimum of 25' from the boundary of the preserve boundary. No accessory structures and other site alterations, fill placement, grading, plant alteration or removal, or similar activity shall be permitted within 10' of the boundary unless it can be shown that it will not affect the integrity of the preserve (i.e. stem wall or berm around wetland preserve). Provide cross-sections for each preserve boundary identifying all site alterations within 25'. (LDC 3.05.07.H.3; 6.01.02.C.) Preserve Setback – New

8. Wildlife survey required for sites where an EIS is not required, when so warranted. (LDC 10.02.02.A.2.f) Listed Species - P522

9. Provide Environmental Data identifying author credentials, consistency determination with the GMPs, off-site preserves, seasonal and historic high water levels, and analysis of water quality. For land previously used for farm fields or golf course, provide soil sampling/groundwater monitoring reports identifying any site contamination. (LDC 3.08.00) Environmental Data Required – P 522

10. PUD Document and Master Plan shall state the minimum acreage required to be preserved. (LDC 10.02.13.A.2) Master Plan Contents-P626

11. If the PUD includes a Preserve Tract section UP FOR DISCUSSION – DISCUSS WITH CAO

    When listing preserve uses, the following is suggested:
    A. Principal Use: Preserve; B. Accessory Uses: All other uses (list as applicable or refer to the LDC – see 1-3 below as typical uses listed by agents)
    (ensure the text states "subject to LDC section related to Allowable uses within County required preserves"

    Alternate format:
    A. Uses subject to LDC section *Allowable uses within County required preserves*:
        1. Nature trails that do not reduce the amount of required preserve.
        2. Passive Recreation uses, as per LDC requirements.
        3. Stormwater only when in accordance with the LDC.

PUD Commitments and Site Plan notes

Where preserves occur adjacent to development off site and will be used in lieu of landscape buffers, include the following condition in the environmental commitments section of the PUD document or master plan:

> Preserves may be used to satisfy the landscape buffer requirements after exotic vegetation removal in accordance with LDC sections 4.06.02 and 4.06.05.E.1. Supplemental plantings with native plant materials shall be in accordance with LDC section 3.05.07.

12. PUD Document shall identify any listed species found on site and/or describe any unique vegetative features that will be preserved on the site. (LDC 10.02.13.A.2.) Unique Features- P628
    Example: A management plan for the entire project shall be submitted in accordance with the requirements and procedures of the LDC for listed species including but not limited to Black Bear, Gopher Tortoise and listed birds. The management plan shall be submitted prior to development of the first phase of the project.

13. Review cross-sections if provided; they are not required with the PUD. However, sometimes they are provided. Is there any fill proposed in the preserve?

Additional Comments:

Environmental Data Checklist

Project Name 5396 Myrtle Ln (PUD2) & (CMPA)

The Environmental Data requirements can be found in LDC Section 3.08.00

1. Provide the EIS fee if PUD or CU.

2. WHO AND WHAT COMPANY PREPARED THE ENVIRONMENTAL DATA REPORT? Preparation of Environmental Data. Environmental Data Submittal Requirements shall be prepared by an individual with academic credentials and experience in the area of environmental sciences or natural resource management. Academic credentials and experience shall be a bachelor's or higher degree in one of the biological sciences with at least two years of ecological or biological professional experience in the State of Florida. **Please include revision dates on resubmittals.**

3. Identify on a current aerial, the location and acreage of all SFWMD jurisdictional wetlands according to the Florida Land Use Cover and Forms Classification System (FLUCFCS) and include this information on the SDP or final plat construction plans. Wetlands must be verified by the South Florida Water Management District (SFWMD) or Florida Department of Environmental Protection (DEP) prior to SDP or final plat construction plans approval. For sites in the **RFMU district,** provide an assessment in accordance with 3.05.07 F and identify on the FLUCFCS map the location of all high quality wetlands (wetlands having functionality scores of at least 0.65 WRAP or 0.7 UMAM) and their location within the proposed development plan. Sites with high quality wetlands must have their functionality scores verified by the SFWMD or DEP prior to first development order approval. Where functionality scores have not been verified by either the SFWMD or DEP, scores must be reviewed and accepted by County staff, consistent with State regulation.

4. SDP or final plat construction plans with impacts to five (5) or more acres of wetlands shall provide an analysis of potential water quality impacts of the project by evaluating water quality loadings expected from the project (post development conditions considering the proposed land uses and stormwater management controls) compared with water quality loadings of the project area as it exists in its pre-**development** conditions. The analysis shall be performed using methodologies approved by Federal and State water quality agencies, and must demonstrate no increase in nutrients (nitrogen and phosphorous) loadings in the post development scenario.

5. Where treated stormwater is allowed to be directed into preserves, show how the criteria in 3.05.07 H have been met.

6. Where **native vegetation** is retained on site, provide a topographic map to a half foot and, where possible, provide elevations within each of the FLUCFCS Codes identified on site. For SDP or final plat construction plans, include this information on the site plans.

7. Provide a wildlife survey for the nests of bald eagle and for **listed species known to inhabit** biological communities similar to those existing on site. The survey shall be conducted in accordance with the guidelines or recommendations of the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS). Survey times may be reduced or waived where an initial habitat assessment by the environmental consultant indicates that the likelihood of listed species occurrence is low, as determined by the FFWCC and USFWS. Where an initial habitat assessment by the environmental consultant indicates that the likelihood of listed species occurrence is low, the survey time may be reduced or waived by the County Manager or designee, when the project is not reviewed or technical assistance not provided by the FFWCC and USFWS. Additional survey time may be required if listed species are discovered

8. Provide a survey for listed plants identified in 3.04.03

9. Wildlife habitat management and monitoring plans in accordance with 3.04.00 shall be required where listed species are utilizing the site or where wildlife habitat management and monitoring plans are required by the FFWCC or USFWS. These plans shall describe how the project directs incompatible land uses away from listed species and their habitats. Identify the location of listed species nests, burrows, dens, foraging areas, and the

location of any bald eagle nests or nest protection zones on the native vegetation aerial with FLUCFCS overlay for the site. Wildlife habitat management plans shall be included on the SDP or final plat construction plans. Bald eagle management plans are required for sites containing bald eagle nests or nest protection zones, copies of which shall be included on the SDP or final plat construction plans.

10. For sites or portions of sites cleared of native vegetation or in agricultural operation, provide documentation that the parcel(s) were issued a permit to be cleared and are in compliance with the 25 year rezone limitation pursuant to section 10.02.06. For sites permitted to be cleared prior to July 2003, provide documentation that the parcel(s) are in compliance with the 10 year rezone limitation previously identified in the GMP. Criteria defining native vegetation and determining the legality, process and criteria for clearing are found in 3.05.05, 3.05.07 and 10.02.06.

11. Identify on a current aerial the acreage, location and community types of all upland and wetland habitats on the project site, according to the Florida Land Use Cover and Forms Classification System (FLUCFCS), and provide a legend for each of the FLUCFCS Codes identified. Aerials and overlay information must be legible at the scale provided. Provide calculations for the acreage of **native vegetation** required to be retained on-site. Include the above referenced calculations and aerials on the SDP or final plat construction plans. In a separate report, demonstrate how the preserve selection criteria pursuant to 3.05.07 have been met. Where applicable, include in this report an aerial showing the project boundaries along with any undeveloped land, preserves, natural flowways or other natural land features, located on abutting properties.

12. Include on a separate site plan, the project boundary and the land use designations and overlays for the RLSA, RFMU, ST and ACSC-ST districts. Include this information on the SDP or final plat construction plans.

13. Where off-site preservation of **native vegetation** is proposed in lieu of on-site, demonstrate that the criteria in section 3.05.07 have been met and provide a note on the SDP or final plat construction plans indicating the type of donation (monetary payment or land donation) identified to satisfy the requirement. Include on the SDP or final plat construction plans, a location map(s) and property identification number(s) of the off-site parcel(s) if off-site donation of land is to occur.

14. Provide the results of any Environmental Assessments and/or Audits of the property, along with a narrative of the measures needed to remediate if required by FDEP.

15. Soil and/or ground water sampling shall be required at the time of first development order submittal for sites that occupy farm fields (crop fields, cattle dipping ponds, chemical mixing areas), golf courses, landfill or junkyards or for sites where **hazardous products** exceeding 250 gallons of liquid or 1,000 pounds of solids were stored or processed or where **hazardous wastes** in excess of 220 pounds per month or 110 gallons at any point in time were generated or stored. The amount of sampling and testing shall be determined by a registered professional with experience in the field of Environmental Site Assessment and shall at a minimum test for organochlorine pesticides (U.S. Environmental Protection Agency (EPA) 8081) and Resource Conservation and Recovery Act (RCRA) 8 metals using Florida Department of Environmental Protection (FDEP) soil sampling Standard Operating Procedure (SOP) FS 3000, in areas suspected of being used for mixing and at discharge point of water management system. Sampling should occur randomly if no points of contamination are obvious. Include a background soil analysis from an undeveloped location hydraulically upgradient of the potentially contaminated site. Soil sampling should occur just below the root zone, about 6 to 12 inches below ground surface or as otherwise agreed upon with the registered professional with experience in the field of Environmental Site Assessment. Include in or with the Environmental Site Assessment, the acceptable State and Federal pollutant levels for the types of contamination found on site and indicate in the Assessment, when the contaminants are over these levels. If this analysis has been done as part of an Environmental Audit then the report shall be submitted. The County shall coordinate with the FDEP where contamination exceeding applicable FDEP standards is identified on site or where an Environmental Audit or Environmental Assessment has been submitted.

16. Shoreline development must provide an analysis demonstrating that the project will remain fully functional for its intended use after a six-inch rise in sea level.

17. Provide justification for deviations from environmental LDC provisions pursuant to GMP CCME Policy 6.1.1 (13), if requested.

18. Where applicable, provide evidence of the issuance of all applicable federal and/or state oil and gas permits for proposed oil and gas activities in Collier County. Include all state permits that comply with the requirements of Chapter 62C-25 through 62C-30, F.A.C., as those rules existed on January 13, 2005.

19. Identify any Wellfield Risk Management Special Treatment Overlay Zones (WRM-ST) within the project area and provide an analysis for how the project design avoids the most intensive land uses within the most sensitive WRM-STs and will comply with the WRM-ST pursuant to 3.06.00. Include the location of the Wellfield Risk Management Special Treatment Overlay Zones on the SDP or final plat construction plans. For land use applications such as standard and PUD rezones and CUs, provide a separate site plan or zoning map with the project boundary and Wellfield Risk Management Special Treatment Overlay Zones identified.

20. Demonstrate that the design of the proposed stormwater management system and analysis of water quality and quantity impacts fully incorporate the requirements of the Watershed Management regulations of 3.07.00.

21. For sites located in the Big Cypress Area of Critical State Concern-Special Treatment overlay district (ACSC-ST), show how the project is consistent with the development standards and regulations in 4.02.14.

22. For multi-slip docking facilities with ten slips or more, and for all marina facilities, show how the project is consistent with 5.05.02. Refer to the Manatee Protection Plan for site specific requirements of the Manatee Protection Plan not included in 5.05.02.

23. For development orders within RFMU sending lands, show how the project is consistent with each of the applicable Objectives and Policies of the Conservation and Coastal Management Element of the GMP.

24. The County Manager or designee may require additional data or information necessary to evaluate the project's compliance with LDC and GMP requirements. (LDC 10.02.02.A.3 f)

    The following to be determined at preapplication meeting:
    (Choose those that apply)

    a. Provide overall description of project with respect to environmental and water management issues.
    b. Explain how project is consistent with each of the applicable objectives and policies in the CCME of the GMP.
    c. Explain how the project meets or exceeds the native vegetation preservation requirement in the CCME and LDC.
    d. Indicate wetlands to be impacted and the effects of the impact to their functions and how the project's design compensates for wetland impacts.
    e. Indicate how the project design minimizes impacts to listed species. Describe the measures that are proposed as mitigation for impacts to listed species.

25. PUD zoning and CU petitions. For PUD rezones and CU petitions, applicants shall collate and package applicable Environmental Data Submittal Requirements into a single Environmental Impact Statement (EIS) document, prior to public hearings and after all applicable staff reviews are complete. Copies of the EIS shall be provided to the County Manager or designee prior to public hearings.

26. Is EAC Review (by CCPC) required?

27. PUD master plan or PPL/SDP site plan notes:

    Where preserves occur adjacent to development off site and will be used in lieu of landscape buffers, include the following condition in the environmental commitments section of the PUD document.

    Preserves may be used to satisfy the landscape buffer requirements after exotic vegetation removal in accordance with LDC sections 4.06.02 and 4.06.05.E.1. Supplemental plantings with native plant materials shall be in accordance with LDC section 3.05.07.

28. Additional comments

29. Stipulations for approval (Conditions)

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Zoning Pre-Application Meeting Sign-In Sheet

PL# 20230016212 ~~(PUDZ)~~ PUDR
20230016211 (GMPA)

Collier County Contact Information:

Name	Review Discipline	Phone	Email
☑ Laura DeJohn	Zoning - Vendor	252-5587	Laura.dejohn@colliercountyfl.gov
☐ John Kelly	Zoning -Planner III	252-5719	john.kelly@colliercountyfl.gov
☐ Richard Henderlong	Zoning -Planner III	252-2464	richard.henderlong@colliercountyfl.gov
☐ Ray Bellows	Zoning & Planning Manager	252-2463	raymond.bellows@colliercountyfl.gov
☐ Mike Bosi	Zoning & Planning Director	252-1061	Michael.Bosi@colliercountyfl.gov
☐ Nancy Gundlach, AICP	Zoning – Planner III	252-2484	nancy.gundlach@colliercountyfl.gov
☐ Eric Ortman	Zoning – Planner III	252-1032	Eric.Ortman@colliercountyfl.gov
☐ Sean Sammon	Zoning – Planner III	252-8422	Sean.sammon@colliercountyfl.gov
☐ Tim Finn, AICP	Zoning - Planner III	252-4312	timothy.finn@colliercountyfl.gov
☐ Sarah (Sam) Kisner	Zoning – Planner II	252-5759	Sarah.kisner@colliercountyfl.gov
☑ Thomas Clarke	Zoning - Operations Analyst	252-2584	thomas.clarke@colliercountyfl.gov
☐ Anthony Stoltz	Utility Planning - Supervisor	252-5835	Anthony.stoltz@colliercountyfl.gov
☐ Drew Cody	Utility Planning – Project Mgr III	252-2917	Drew.cody@colliercountyfl.gov
☐ Brandi Pollard	Utility Impact fees	252-6237	brandi.pollard@colliercountyfl.gov
☐ Shon Fandrich	Utilities-Project Mgt-Supervisor	252-8835	Shon.fandrich@colliercountyfl.gov
☐ Steve Baluch	Transportation Planning	252-2361	stephen.baluch@colliercountyfl.gov
☑ Michael Sawyer	Transportation Planning	252-2926	michael.sawyer@colliercountyfl.gov
☐ Michael Gibbons	Structural/Resident Plan Review	252-2426	michael.gibbons@colliercountyfl.gov
☐ Richard Orth	Stormwater Planning	252-5092	richard.orth@colliercountyfl.gov
☐ Alicia Humphries	Right-Of-Way Permitting	252-2326	alicia.humphries@colliercountyfl.gov
☐ Laurie Beard	PUD Monitoring-Project Mgr II	252-5782	laurie.beard@colliercountyfl.gov
☐ Sean Lintz	North Collier Fire -Batallion Chief	597-9227	slintz@northcollierfire.com
☐ Maggie Acevedo	North Collier Fire	252-2309	macevedo@northcollierfire.com
☐ Daniel Zunzunegui	North Collier Fire	252-2310	Daniel.Zunzunegui@colliercountyfl.gov
☐ Linda Simmons	North Collier Fire	252-2311	Linda.Simmons@colliercountyfl.gov
☐ Shar A.Beddow	Dep. Fire Marshal - Gr Naples Fire	241-1422	sbeddow@gnfire.org
☐ Heidi Ashton Cicko	Managing Asst. County Attorney	252-8773	heidi.ashton@colliercountyfl.gov
☐ Diane Lynch	Management Analyst I	252-4283	diane.lynch@colliercountyfl.gov
☑ Mark Templeton	Landscape Review	252-2475	mark.templeton@colliercountyfl.gov
☐ Gino Santabarbara	Impact Fees – Planner III	252-2925	Gino.santabarbara@colliercountyfl.gov
☐ ThomasMastroberto	Gr. Naples Fire Site Plans Rev. III	252-7348	thomas.mastroberto@colliercountyfl.gov

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GROWTH MANAGEMENT DEPARTMENT
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2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

☐	Jessica Malloy	GMP-Comp Planning -Planner II	252-5715	sue.faulkner@colliercountyfl.gov
☑	Parker Klopf	GMP–Comp Planning – Planner III	252-2471	Parker.klopf@colliercountyfl.gov
☐	~~Rachel Hansen~~ Stephanie Bauter	GMP–Comp Planning – Planner III	252-~~1142~~	~~Rachel.hansen~~@colliercountyfl.gov
☑	Kathy Eastley	GMP-Comp Planning-Planner III	252-2834	Kathy Eastley@colliercountyfl.gov
☐	James Sabo, AICP	GMP, Comp Planning Manager	252-2708	james.sabo@colliercountyfl.gov
☐	Alexandra Mitchel	Environmental Specialist	252-2907	Alexandra.Mitchel@colliercountyfl.gov
☐	David Roe	Environmental Specialist	252-2915	David.Roe@colliercountyfl.gov
☐	Lauren Murray	Environmental Specialist	252-2306	Lauren.murray@colliercountyfl.gov
☐	Craig Brown	Environmental Review Supervisor	252-2548	craig.brown@colliercountyfl.gov
☐	Vacant	Environmental Review Manager	252-4211	Sarah.Harrington@colliercountyfl.gov
☐	John Houldsworth	Engineering Subdivision	252-5757	john.houldsworth@colliercountyfl.gov
☐	Jocelyn Nageon De Lestang, P.E.	Engineering Stormwater	252-2434	Jocelyn.NageondeLestang@colliercountyfl.gov
☐	Jack McKenna, P.E.	Engineering Services	252-2911	jack.mckenna@colliercountyfl.gov
☐	Matt McLean, P.E.	Division Director - IF, CPP & PM	252-8279	matthew.mclean@colliercountyfl.gov
☐	Cormac Giblin, AICP	Director – Econ. Dev. & Housing	252-2460	Cormac.giblin@colliercountyfl.gov
☐	Jamie Cook	Development Review Director	252-6290	Jaime.cook@colliercountyfl.gov
☐	Christine Willoughby	Development Review - Zoning	252-5748	christine.willoughby@colliercountyfl.gov
☐	Brett Rosenblum-P.E	Dev. Review -Supervisor Proj. Mgt	252-2905	brett.rosenblum@colliercountyfl.gov
☑	Michele Mosca, AICP	Community Develop. – Planner III	252-2466	michele.mosca@colliercountyfl.gov
☐	Connie Thomas	Client Services Supervisor	252-6369	Consuela.thomas@colliercountyfl.gov
☐	Renald Paul	Client Services	252-2443	Renald.paul@colliercountyfl.gov
☐	Lisa Blacklidge	Building Review	252-2758	Lisa.blacklidge@colliercountyfl.gov
☑	Derek Perry	Assistant County Attorney	252-8066	Derek.perry@colliercountyfl.gov
☐	Peter Shawinsky	Architectural Review	252-8523	peter.shawinsky@colliercountyfl.gov

Additional Attendee Contact Information:

Name	Representing	Phone	Email
Wayne Arnold	Grady Minor	284-947-1144	
Sharon Umpenhour	"	"	Sumpenhour@GradyMinor.com
Rick Yovanovich	CYK Law		
Nonn Trobaugh			
Jenny Stanley			
Mike D			

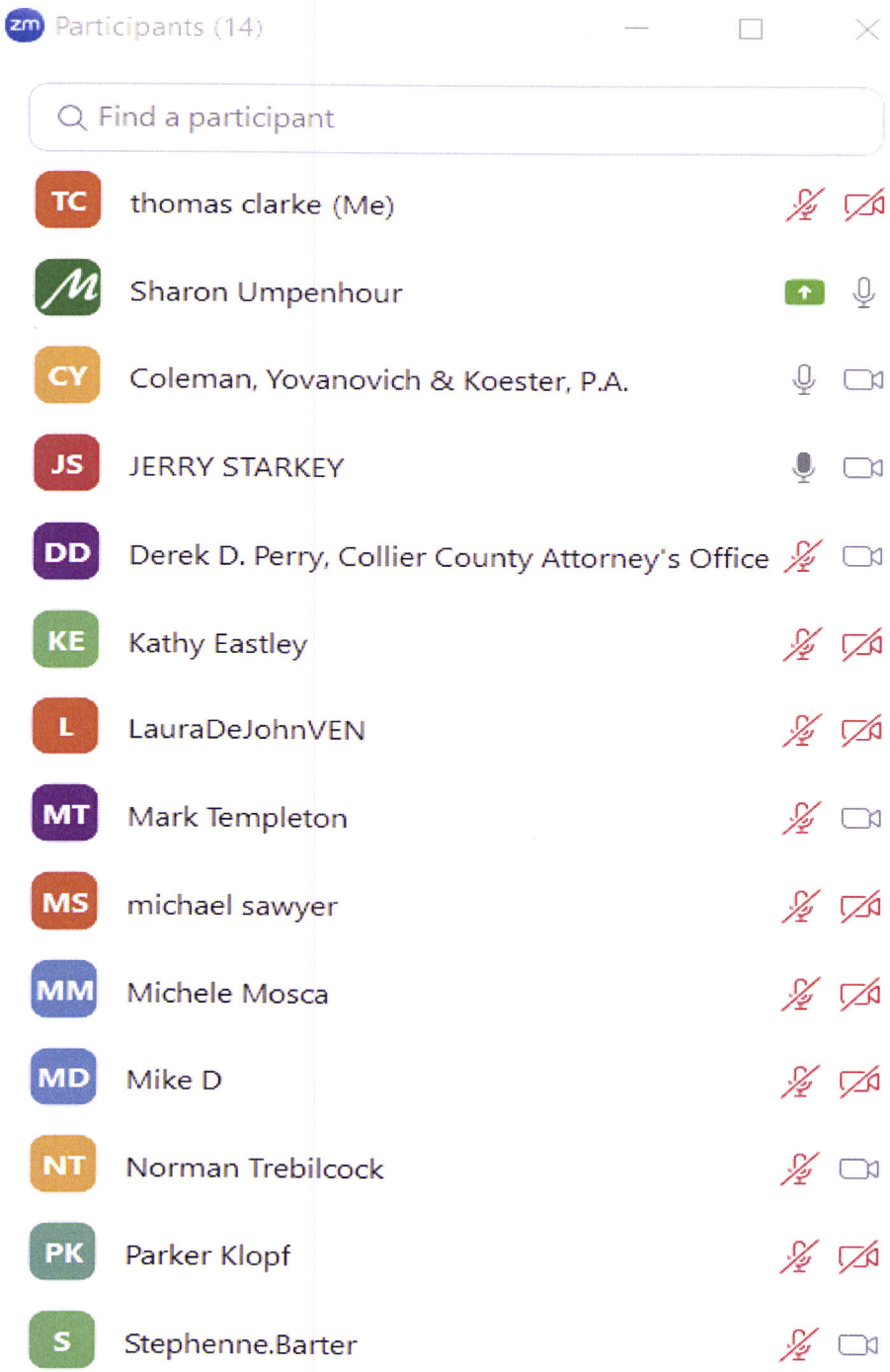
PUDR

5396 Myrtle LN (PUDA) - PL20230016212 - Planner: Laura DeJohn

COMPANION: Zoom mtg 12/19/2023 at 1:30pm

5396 Myrtle LN (GMPA) - PL20230016211 - Planner: Parker Klopf

Zoom Attendance: Applicant: Sharon Umpenhour, Agent: D.Wayne Arnold -Grady Minor



Applicant/Agent may also send site plans or conceptual plans for review in advance if desired.

PL20230016212 - 5396 Myrtle Ln (PUDZ) - Planner: Laura DeJohn

COMPANION

PL20230016211 - 5396 Myrtle Ln (GMPA) - Planner: Kathy Eastley

Assigned Ops Staff: Thomas Clarke

STAFF FORM FOR SUPPLEMENTAL PRE-APPLICATION MEETING INFORMATION

- **Name and Number of who submitted pre-app request**

  Sharon Umpenhour – GradyMinor
  239-947-1144
  sumpenhour@gradyminor.com

- **Agent to list for PL#**

  D. Wayne Arnold AICP - GradyMinor

- **Owner of property (all owners for all parcels)**

  KC Naples Tamiami LLC

- **Confirm Purpose of Pre-App:**

  PUD Rezone(PUDZ) with Companion Growth Management Plan Amendment(GMPA)

- **Please list the density request of the project if applicable and number of homes/units/offices/docks (any that apply**

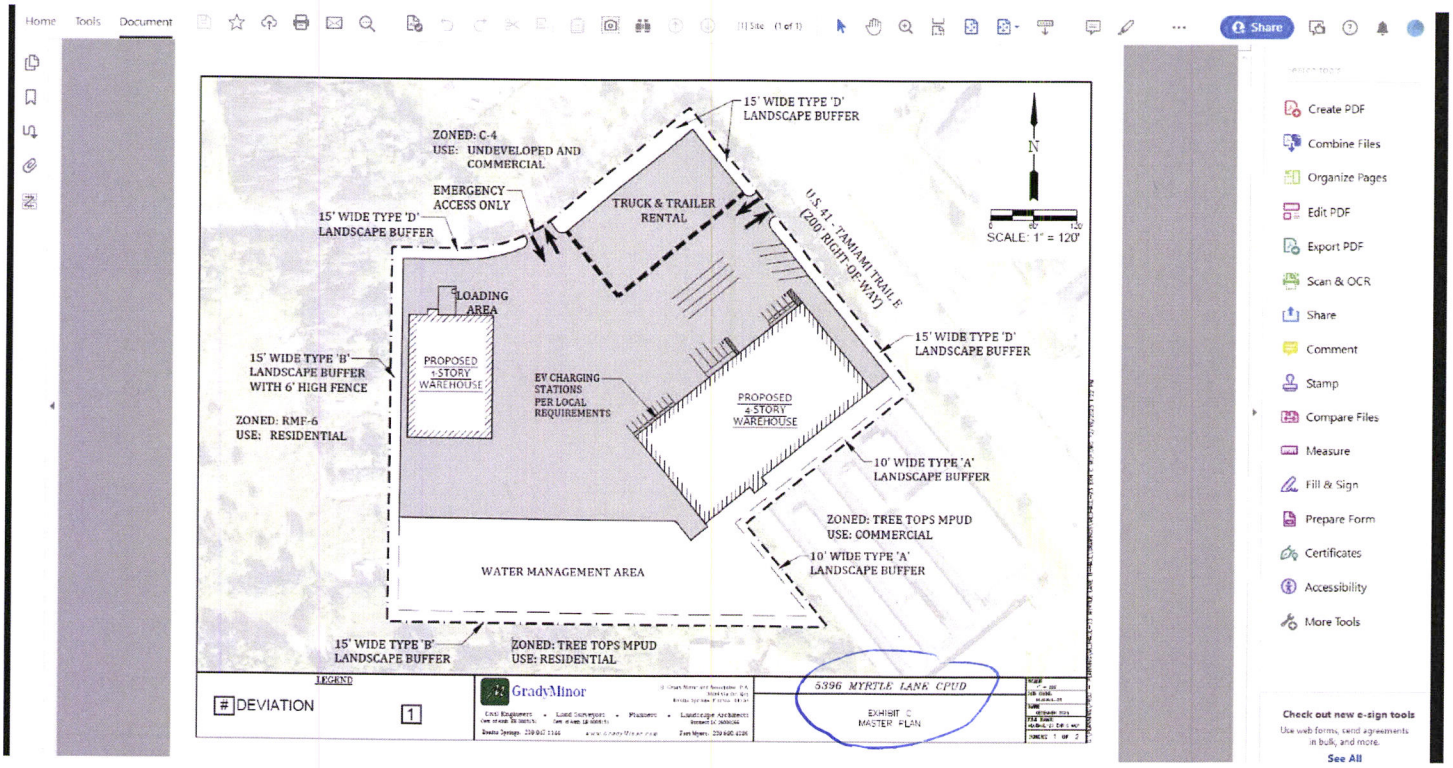
  N/A

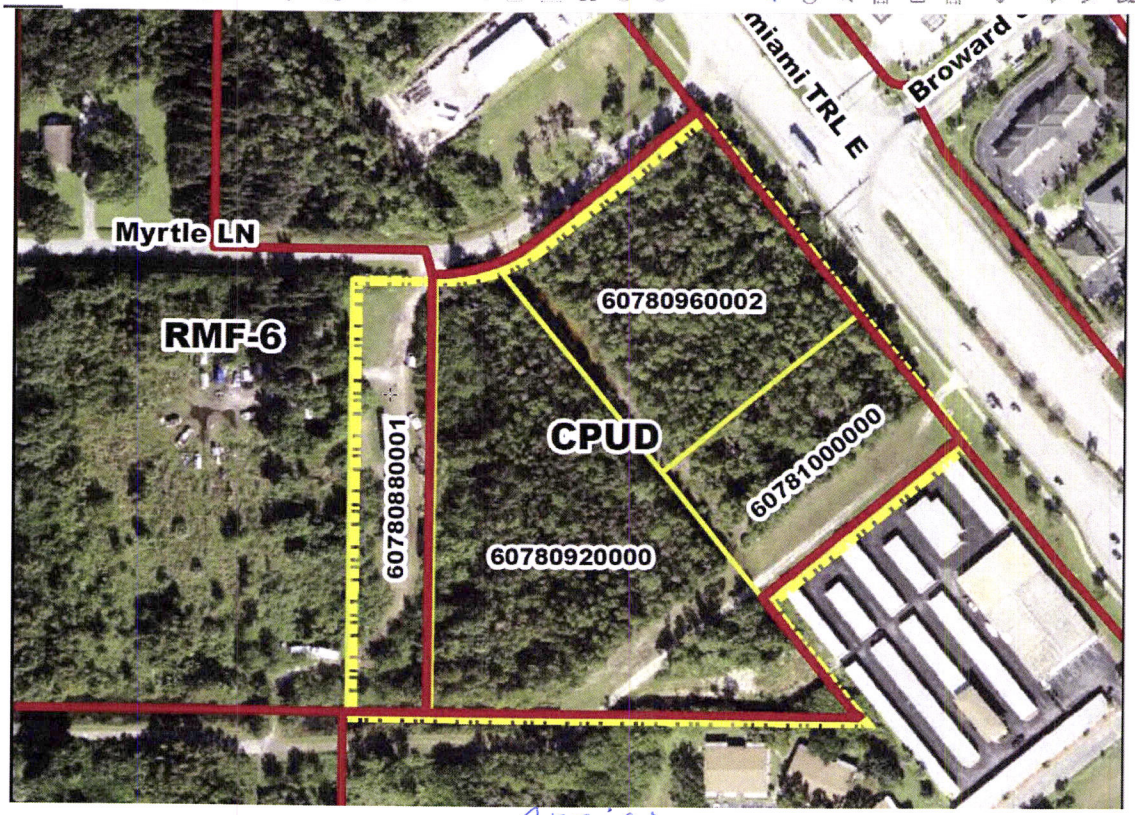
- **Details about Project:**

  PUD Rezone & Small-Scale Plan Amendment to allow 161,000 square feet of warehouse/storage space and certain C-4 uses related to vehicular rentals.

REQUIRED Supplemental Information provided by:
Name:
Title:
Email:
Phone:

Cancellation/Reschedule Requests: Contact Connie Thomas- Supervisor – Permitting
Consuela.thomas@colliercountyfl.gov - Phone: 239-252-2473


15' WIDE TYPE 'D' LANDSCAPE BUFFER
ZONED: C-4
USE: UNDEVELOPED AND COMMERCIAL
EMERGENCY ACCESS ONLY
15' WIDE TYPE 'D' LANDSCAPE BUFFER
TRUCK & TRAILER RENTAL
U.S. 41 - TAMIAMI TRAIL E (200' RIGHT-OF-WAY)
N
SCALE: 1" = 120'
LOADING AREA
PROPOSED 1-STORY WAREHOUSE
15' WIDE TYPE 'B' LANDSCAPE BUFFER WITH 6' HIGH FENCE
ZONED: RMF-6
USE: RESIDENTIAL
EV CHARGING STATIONS PER LOCAL REQUIREMENTS
PROPOSED 4 STORY WAREHOUSE
15' WIDE TYPE 'D' LANDSCAPE BUFFER
10' WIDE TYPE 'A' LANDSCAPE BUFFER
ZONED: TREE TOPS MPUD
USE: COMMERCIAL
10' WIDE TYPE 'A' LANDSCAPE BUFFER
WATER MANAGEMENT AREA
15' WIDE TYPE 'B' LANDSCAPE BUFFER
ZONED: TREE TOPS MPUD
USE: RESIDENTIAL
LEGEND
DEVIATION
1
GradyMinor
5396 MYRTLE LANE CPUD
EXHIBIT C
MASTER PLAN


Myrtle LN
RMF-6
60780880001
CPUD
60780960002
60781000000
60780920000
Broward
miami TRL E

AERIAL

Collier County

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired _____

☐ **Leased: Term of lease _____ years /months**

If, Petitioner has option to buy, indicate the following:

Collier County

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

_____ _____
Agent/Owner Signature Date

_____
Agent/Owner Name (please print)

Collier County

Final Submittal Requirement Checklist for:

- ☐ **PUD Rezone- Ch. 3 G.1 of the Administrative Code**
- ☐ **Amendment to PUD- Ch. 3 G.2 of the Administrative Code**
- ☐ **PUD to PUD Rezone- Ch. 3 G.1 of the Administrative Code**

The following submittal requirement checklist is to be utilized during the Pre-Application Meeting and at time of application submittal. At final submittal, the checklist is to be completed and submitted with an up-to-date application. Please upload the submittal items with cover sheets attached to each section via the **GMD Portal**. Incomplete submittals will not be accepted, or processed. **View sample PUD document**.

REQUIREMENTS	REQUIRED	NOT REQUIRED
Cover Letter with narrative statement including a detailed description of why amendment is necessary	☑	☐
Completed application with required attachments (download latest version)	✓	
Pre-application meeting notes	✓	
Affidavit of Authorization, signed and notarized	✓	
Property Ownership Disclosure Form	✓	
Notarized and completed Covenant of Unified Control	✓	
Completed Addressing Checklist	✓	
Warranty Deed(s)		
List identifying owner and all parties of corporation	✓	
Signed and sealed Boundary Survey	✓	
Architectural rendering of proposed structures		✓
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial.	☑	☐
Statement of utility provisions	✓	
Environmental data requirements pursuant to LDC section 3.08.00	✓	
Environmental Data Requirements collated into a single Environmental Impact Statement (EIS) packet at time of public hearings. Coordinate with project planner at time of public hearings.	☑	☐
Listed or protected species survey, less than 12 months old. Include copies of previous surveys.	☑	☐
Traffic Impact Study (TIS) See PreAPP Notes	✓	
Historical Survey — APPLY FOR HABP WAIVER	—	
School Impact Analysis Application, if applicable		✓
Electronic copy of all required documents	✓	
Completed Exhibits A-F (see below for additional information)+	✓	
List of requested deviations from the LDC with justification for each (this document is separate from Exhibit E)	☑	☐

***Checklist continues on next page**

Collier County

Revised Conceptual Master Site Plan 24" x 36"and one (1) 8 ½" x 11" copy	✓	
Original PUD document/ordinance, and Master Plan 24" x 36" – Only if Amending the PUD	✓	
Revised PUD document with changes crossed thru & underlined	✓	
Copy of Official Interpretation and/or Zoning Verification		

+The following exhibits are to be completed on a separate document and attached to the application packet:

- **Exhibit A: List of Permitted Uses**
- **Exhibit B: Development Standards**
- **Exhibit C: Master Plan- See Chapter 3 G.1 of the Administrative Code**
- **Exhibit D: Legal Description**
- **Exhibit E: List of Requested LDC Deviations and justification for each**
- **Exhibit F: List of Development Commitments**

If located in RFMU (Rural Fringe Mixed Use) Receiving Land Areas
Pursuant to LDC subsection 2.03.08.A.2.a.2.(b.)i.c., the applicant must contact the Florida Forest Service at **239-690-3500** for information regarding "Wildfire Mitigation & Prevention Plan."

PLANNERS – INDICATE IF THE PETITION NEEDS TO BE ROUTED TO THE FOLLOWING REVIEWERS:

☐	School District (Residential Components)	☐	Conservancy of SWFL
X	Utilities Engineering - Drew Copy		Parks and RecreationDirector
	Emergency Management		Immokalee Water/Sewer District
	City of Naples Planning Director	X	Other: Stormwater - Jocelyn Nagoon De Lestang
	City of Naples Utilities		Other:

FEE REQUIREMENTS

- ☑ **Fire Pre-Application Meeting:** $150.00 (Applied as credit towards fire review fee upon submittal of application if within 9 months of the pre-app meeting date)
- ☑ **Pre-Application Meeting:** $500.00
- ☑ **PUD Rezone:** $10,000.00* plus $25.00 an acre or fraction of an acre
- ☐ **PUD to PUD Rezone:** $8,000.00* plus $25.00 an acre or fraction of an acre
- ☐ **PUD Amendment:** $6,000.00* plus $25.00 an acre or fraction of an acre **Comprehensive Planning**
- ☑ **Consistency Review:** $2,250.00
- ☑ **Environmental Data Requirements-EIS Packet (submittal determined at pre-application meeting):** $2,500.00
- ☑ **Listed or Protected Species Review (when an EIS is not required):** ~~$1,000.00~~
- ☑ **Transportation Review Fees**:
  - Methodology Review: $500.00 (Methodology by Email to Staff)
    *Additional fees to be determined at Methodology Meeting.
  - Minor Study Review: $750.00
  - Major Study Review $1,500.00
- ☑ **Fire Planning Review Fee:** ($300 PUDZ, PUDR) ($150 PUDA)

☑ **Estimated Legal Advertising fee:**

- CCPC: $1,125.00
- BCC: $500.00

☑ **If applicable, an additional fee for Property Owner Notifications will be billed to the applicant after Hearing Examiner hearing date.** *(Variable)*

☐ **School Concurrency Fee, if applicable:**

- Mitigation Fees, if application, to be determined by the School District in coordination with the County

All fees are collected at the time of application. Property Notification Letters, if required by The Land Development Code, will be invoiced after the petition is heard by the Board of County Commissioners.

*As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition. *Additional fee for the 5th and subsequent re-submittal will be accessed at 20% of the original fee.*

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Signature of Petitioner or Agent

Date

Printed named of signing party

Neighborhood Information Meeting Affidavit of Compliance

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the County to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance

PL20230016211 and
PL20230016212

(Signature of Applicant)

STATE OF FLORIDA, COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online registration this 19 day of April , 20 24, by Sharon Umpenhour as Senior Planning Technician who is ☑ personally known to me or ☐ has produced _____ as identification.

KIMBERLY ANN SCHER
MY COMMISSION # HH 345318
EXPIRES: January 2, 2027

Signature of Notary Public

Kimberly Ann Scher
Print Name of Notary Public

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

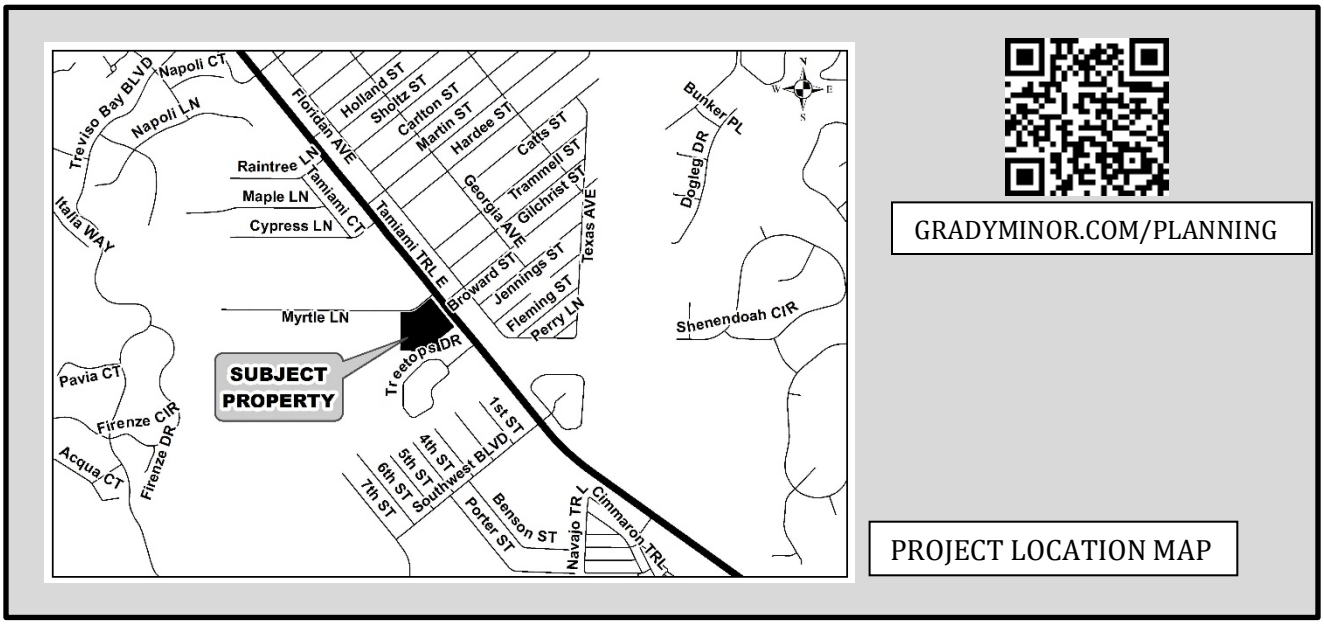
NOTICE OF NEIGHBORHOOD INFORMATION MEETING

PETITION: **PL20230016211 – 5396 Myrtle Lane Commercial Subdistrict**
PL20230016212 – 5396 Myrtle Lane Commercial Planned Unit Development

In compliance with the Collier County Land Development Code (LDC) requirements, a neighborhood Information meeting (NIM) hosted by D. Wayne Arnold, AICP, of Q. Grady Minor and Associates, LLC (GradyMinor), representing Metropolitan Naples, LLC (Applicant) will be held **May 6, 2024, 5:30 pm** at **South Regional Library, Meeting Room A, 8065 Lely Cultural Pkwy, Naples, FL 34113.**

Metropolitan Naples, LLC has submitted formal applications to Collier County, seeking approval of a Small-Scale Growth Management Plan Amendment and Commercial Planned Unit Development (CPUD) Rezone to permit the redevelopment of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse uses, outdoor vehicle leasing and related activities and a maximum of 3,000 square feet of gross leasable area of retail office and service uses.

The subject property is comprised of 8.24± acres and is located at the southwest corner of Myrtle Lane and Tamiami Trail East (U.S. 41) in Section 29, Township 50 South, Range 26 East, Collier County, Florida.



If you have questions, please contact Sharon Umpenhour with GradyMinor by email: sumpenhour@gradyminor.com or phone: 239-947-1144. For project information or to register to participate remotely* go to, GradyMinor.com/Planning. Any information provided is subject to change until final approval by the governing authority.

The purpose and intent of this Neighborhood Information Meeting is to provide the public with notice of an impending zoning application and to foster communication between the applicant and the public. The expectation is that all attendees will conduct themselves in such a manner that their presence will not interfere with the orderly progress of the meeting.

**Remote participation is provided as a courtesy and is at the user's risk. The applicant and GradyMinor are not responsible for technical issues.*

Q. Grady Minor & Associates, LLC
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 Fax. 239-947-0375
EB 0005151 LB 0005151 LC 26000266
www.gradyminor.com

Notice: This data belongs to the Collier County Property Appraiser's Office (CCPA). Therefore, the recipient agrees not to represent this data to anyone as other than CCPA provided data. The recipient may not transfer this data to others without consent from the CCPA.

Petition: PL20230016211 & PL20230016212 | Buffer: 500' | Date: 4/2/24 | Site Location: 60780880001 plus others

NAME1	NAME2	NAME3	NAME4	NAME5	NAME6	LEGAL1	LEGAL2	LEGAL3	LEGAL4	FOLIO	ADDRESSTYPE
11387 TAMIAMI TRL E LLC	38220 WILLOUGHBY PRKWY				WILLOUGHBY, OH 44094---0	NAPLES MANOR LAKES BLK 1 COMM	E CNR LOT 17 A/K/A POB, N 39	DEG W 85FT, S 50 DEG W TO	US41 R/W, S 39 DEG E 85FT, N	62250600007	U
41 SQUARE LLC	2055 TRADE CENTER WAY				NAPLES, FL 34109---0	MYRTLE COVE ACRES BLK B LOTS	29 TO 32			60782280007	U
413 PROPERTIES LLC	4850 TAMIAMI TR N #301				NAPLES, FL 34103---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-4			77460760007	U
5202 TREETOPS DR C4 TRUST	720 GOODLETTE RD N #304				NAPLES, FL 34102---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-4			77460560003	U
5204 TREETOPS DR TRUST	1830 FLORIDA CLUB CIR	APT 4101			NAPLES, FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-3			77460520001	U
5253 WOODGATES LLC	61-10 ALDERTON ST #N3				REGO PARK, NY 11374---2796	WOODGATE AT NAPLES (CONDO)	X-104			83294320005	U
5301 WOODGATES LLC	61 10 ALDERTON ST #N3				REGO PARK, NY 11374---2796	WOODGATE AT NAPLES (CONDO)	V-206			83293840007	U
5343 WOODGATES LLC	61-10 ALDERTON ST #N3				REGO PARK, NY 11374---2796	WOODGATE AT NAPLES (CONDO)	S-101			83292120003	U
5401 TREETOPS Q-3 LAND TRUST	2400 OIL WELL ROAD				NAPLES, FL 34120---0	TREETOPS OF NAPLES (CONDO)	SEC I APT Q-3			77462120001	U
7127 MILL POND LLC	837 5TH AVE S				NAPLES, FL 34102---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-2			77460280008	U
ACOSTA, CANDY	5266 TREETOPS DR				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	K-203			83291400009	U
ADAMS, KATHRYN	5279 TREETOPS DR				NAPLES, FL 34113---8513	WOODGATE AT NAPLES (CONDO)	V-101			83293400007	U
ALESSI, JOSEPH	5238 TREETOPS DR				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	L-201			83291640005	U
ALMORA, HERBET A	5318 TREETOPS DR				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-3			77461320006	U
ANTONIO MARRA LIV TRUST	219A NORTH OAK ST				MASSAPEQUA, NY 11758---0	WOODGATE AT NAPLES (CONDO)	S-106			83292320007	U
ARCE, RENE	3701 MUIR WOODS WAY				NAPLES, FL 34116---0	WOODGATE AT NAPLES (CONDO)	J-201			83291000001	U
ARSENEAULT, GILLES	LISA MARIE ARSENEAULT	119 PENNY LANE #2			NAPLES, FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-1			77461840007	U
BABEZKI, ROBERT N & DEBORAH A	3125 ANDORRA CT				NAPLES, FL 34109---0	WOODGATE AT NAPLES (CONDO)	X-202			83294400006	U
BADILLO JR, NELSON & MALVYS	5281 TREETOPS DR #V102				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-102			83293440009	U
BARGAIN HOMES LLC	3841 SW 145TH PLACE				MIAMI, FL 33175---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-5			77462000008	U
BELLEMORE, BRUCE	5363 TREETOPS DR				NAPLES, FL 34113---8518	WOODGATE AT NAPLES (CONDO)	S-205			83292520001	U
BELOSHAPKINA, TATIANA	5235 TREETOPS DR				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	Y-103			83294600000	U
BERNAS, KENNETH J	833 N GAMMON RD APT D				MADISON, WI 53717---1161	WOODGATE AT NAPLES (CONDO)	S-201			83292360009	U
BOLAND FAMILY PROPERTIES LLC	11369 TAMIAMI TRL E				NAPLES, FL 34113---0	NAPLES MANOR LAKES BLK 1 N1/2	OF LOT 14			62250440005	U
BOLAND FAMILY PROPERTIES LLC	11369 TAMIAMI TRL E				NAPLES, FL 34113---7703	NAPLES MANOR LAKES BLK 1 S1/2	OF LOT 14			62250480007	U
BONICH PROPERTIES LLC	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	W-102			83293920008	U
BRADLEY, STACIA	5325 OLD OAK TREE				ORLANDO, FL 32808---0	TREETOPS OF NAPLES (CONDO)	SEC I APT N-5			77461600001	U
BUENO, ROBERTO M	TANIA SANTOS	5307 TREETOPS DR # U103			NAPLES, FL 34113---8516	WOODGATE AT NAPLES (CONDO)	U-103			83293160004	U
BUSTAMANTE, MARIA V	2340 NAPLES TRACE CIR # 801				NAPLES, FL 34109---7505	WOODGATE AT NAPLES (CONDO)	U-201			83293240005	U
CALVANO, GINA	LAUREL MEISSNER	3422 WELLFLEET LN			NAPLES, FL 34114---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-5			77461800005	U
CAMEJO, YURIKA	5297 TREETOPS DR	#V-204			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-204			83293760006	U
CAMPOS, FELIX A	5252 TREETOPS DR				NAPLES, FL 34113---8501	WOODGATE AT NAPLES (CONDO)	K-104			83291280009	U
CARTER, TIMOTHY DALE	CHRISTINE FAYE CARTER	209 SOUTH EASTWOOD ST			NORFOLK, NE 68701---0	WOODGATE AT NAPLES (CONDO)	H-102			83290080006	U
CHOTOO, DULARIE	ANTHONY DURITY	5319 TREETOPS DR			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	T-201			83292840008	U
COASTAL PARADISE LLC	1268 ALHAMBRA DR				FT MYERS, FL 33901---0	TREETOPS OF NAPLES (CONDO)	SEC I APT Q-1			77462040000	U
COASTLAND COOKIE COMPANY INC	3989 SW 141ST AVE				DAVIE, FL 33330---5721	TREETOPS OF NAPLES (CONDO)	SEC I APT O-4			77461760006	U
COTHRAN, JANICE RITA	5241 TREETOPS DR				NAPLES, FL 34113---8510	WOODGATE AT NAPLES (CONDO)	Y-202			83294720003	U
CRUZ, REGINO & PATRICIA A	LOUIS J SALVATORE	5381 TREETOPS DR #M-204			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	M-204			83292080004	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	K-201			83291320008	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	V-205			83293800005	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	I-204			83290720007	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	X-102			83294240004	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	X-204			83294480000	U
CUBESMART L P	PTA- CS #451	PO BOX 320099			ALEXANDRIA, VA 22320---0	MYRTLE COVE ACRES BLK A ALL	LOT 30, THAT PORT LCT 31	TOGETHER WITH THAT PORT LYING	IN SEC 32 DESC AS: COM SE CNR	60781120003	U
CUBESMART L P	PTA- CS #451	PO BOX 320099			ALEXANDRIA, VA 22320---0	MYRTLE COVE ACRES BLK A LOT	29			60781080004	U
CUBINE, PHILIP M	5358 MYRTLE LN				NAPLES, FL 34113---8525	MYRTLE COVE ACRES BLK A LOT	17 OR 620 PG 1951			60780720006	U
DATTILO, GAVIN ROSS	5337 TREETOPS DR	T-104			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	T-104			83292720005	U
DE LA CARIDAD F VINA, ERNESTO	5375 TREETOPS DR # M-21				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	M-201			83291960002	U
DEHN, TOM	28470 S TAMIAMI TRAIL				BONITA SPRINGS, FL 34134---0	MYRTLE COVE ACRES BLK B LOT	27			60782280003	U
DUCATEL, ENOL	5324 TREETOPS DR				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-2			77461280007	U
EAST TRAIL HOLDINGS LLC	11375 EAST TAMIAMI TRAIL				NAPLES, FL 34113---0	NAPLES MANOR LAKES BLK 1 LOT	15			62250520006	U
EL GOLFO SEAFOOD INC	9800 SW 77TH AVE				MIAMI, FL 33156---0	WOODGATE AT NAPLES (CONDO)	S-204			83292480002	U
EL HEFNAWY, TALAL	AMAL EL HEFNAWY	8285 LAUREL LAKES WAY			NAPLES, FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-4			77460160005	U
ESCASENA, RAFAEL ENRIQUE	5320 TREETOPS DR #G4				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-4			77461360008	U
ESCASENA, RAFAEL ENRIQUE	5322 TREETOPS DR #G5				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-5			77461400007	U
ETM TAMIAMI LLC	2570 TACKLES DR				WHITE LAKE, MI 48386---1559	NAPLES MANOR LAKES BLK 1 LOT	16 + 17, LESS FOLL, COMM E	CNR LOT 17 A/K/A POB, N 39	DEG W 85FT, S 50 DEG W TO US	62250560008	U
FALCONE, MATTHEW	5206 TREETOPS DR #C1				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-1			77460440000	U
FALLO, CHRISTOPHER R	ANGELA M FALLO	5327 TREETOPS DR #T205			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	T-205			83293000009	U
FELIZ, YRENE	5276 TREETOPS DR #J-204				NAPLES, FL 34113---8503	WOODGATE AT NAPLES (CONDO)	J-204			83291120004	U
FERREIRA, LORENA VINFANTE DE	FELIX MARTIN FERREIRA	5250 TREETOPS DR #K 103			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	K-103			83291240007	U
FRANCIS TR, PHILLIP M & MITZI	PHILLIP M FRANCIS LIV TRUST	MITZI H FRANCIS LIVING TRUST UTD 11/23/94	UTD 11/23/94	1113 S MARSH WIND WAY	PONTE VEDRA BEAC, FL 32082---0	32 50 26 COMM AT N1/4 CNR OF	SEC, W 281.4FT TO POB, S 1	DEG W 149.92FT, W 240.72FT, N	2 DEG E 150FT, E 238.53FT TO	00444320003	U
FRANCISCA ALAS LLC	5240 FLORIDIAN AVE				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-1			77461640003	U
FRESHOUR, PAUL W	LUCILLE KAPAYIANNIDIS	5258 TREETOPS DR			NAPLES, FL 34113---8502	WOODGATE AT NAPLES (CONDO)	J-103			83290920001	U
GABRIEL EGUEZ & ASSOC PA	9167 ESTERO RIVER CIR				ESTERO FL 33928---0	TREETOPS OF NAPLES (CONDO)	SEC I APT Q-2			77462080002	U
GABRIEL EGUEZ & ASSOCIATES PA	9167 ESTERO RIVER CIR				ESTERO FL 33928---0	TREETOPS OF NAPLES (CONDO)	SEC I APT R-2			77462280006	U
GARVIN, BETH D	5290 TREETOPS DR UNIT I-201				NAPLES, FL 34113---8503	WOODGATE AT NAPLES (CONDO)	I-201			83290600004	U
GEMELUS, JENNIFER & HOUSTON	5302 CARLTON ST				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	L-202			83291680007	U
GENELIEN, EMMANUEL	5378 FLORIDAN AVE				NAPLES, FL 34113---7717	NAPLES MANOR LAKES REPLAT	LOT 26			62310280008	U
GIROUX, JACQUELYN L	SUZANNE R MORIN	5275 TREETOPS DRIVE #203			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	W-203			83294120001	U
GONZALEZ, IBELSA AMADO	AGNABEL JIMENEZ	5330 TREETOPS DR #F-4			NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT F-4			77461160004	U
GONZALEZ, KAYLA	ANGELA GONZALEZ	5283 TREETOPS DR #V103			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-103			83293480001	U
GONZPER, NANCY A	5291 TREETOPS DR #201				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-201			83293640003	U
HARMON, FORREST LAWRENCE	BETH A HARMON	14301 ECR 325			HAWTHORNE, FL 32640---0	MYRTLE COVE ACRES BLK B LOTS	22 + 23			60782080003	U
HARRIS, HILLARD & NARY	17355 ANNCHESTER RD				DETROIT, MI 48219---3526	WOODGATE AT NAPLES (CONDO)	T-103			83292680006	U
HENRY, DONNA	5359 TREETOPS DR				NAPLES, FL 34113---8517	WOODGATE AT NAPLES (CONDO)	S-203			83292440000	U
HERNANDEZ, ANA M	5340 TREETOPS DR #IE4				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT E-4			77460960001	U
HOPKINS, ROBERT	5227 TREETOPS DR # N-1				NAPLES, FL 34113---8509	TREETOPS OF NAPLES (CONDO)	SEC I APT N-1			77461440009	U
HUGHES, SHANNON	5268 TREETOPS DR				NAPLES, FL 34113---8511	WOODGATE AT NAPLES (CONDO)	K-204			83291440001	U
INTERIM HOUSING LLC	2342 CEDAR DALE COURT				MARYLAND HGTS, MO 63043---0	WOODGATE AT NAPLES (CONDO)	V-106			83293600001	U
INTERIM HOUSING LLC	2342 CEDAR DALE COURT				MARYLAND HGTS, MO 63043---0	TREETOPS OF NAPLES (CONDO)	SEC I APT R-1			77462240004	U
JAKOV, STOIAN	41 W 71ST ST APT 1B				NEW YORK, NY 10023---0	WOODGATE AT NAPLES (CONDO)	M-202			83292000000	U
JEAN E CLINTON LLC	5274 TREETOPS DR #J-203				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	J-203			83291080005	U
JENSEN, NEIL EVAN	5287 TREETOPS DRIVE #105				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-105			83293560002	U
JERRICO HOLDINGS 5342 LLC	1468 PALMA BLANCA CT				NAPLES, FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-2			77460680006	U
JERRICO HOLDINGS 5342 LLC	1468 PALMA CT				NAPLES, FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT E-5			77461000009	U
JERRICO HOLDINGS 5352 LLC	1468 PALMA BLANCA CT				NAPLES, FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-5			77460800006	U
JIMENEZ, PEDRO LEON	5229 TREETOPS DR				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT N-2			77461480001	U
JJF3 TRUST	720 GOODLETTE RD #304				NAPLES, FL 34102---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-3			77460720005	U
JKYMIR LLC	7867 SANCTUARY CIR #1				NAPLES, FL 34104---0	WOODGATE AT NAPLES (CONDO)	S-102			83292160005	U
JORGE VEITIA LIVING TRUST	220 S COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	S-105			83292280008	U
JORGE VEITIA LIVING TRUST	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	I-106			83290560005	U
JORGE VEITIA LIVING TRUST	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	I-206			83290800008	U
JORGE VEITIA LIVING TRUST	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	W-204			83294160003	U
JORGE VEITIA LIVING TRUST	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	Y-203			83294760005	U
JOUBERT III, ARTHUR JOSEPH	575 AUGUSTA BLVD #4				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-1			77460640004	U
KARIN E BIRCH TRUST	714 SHORELAND CT				COLUMBIA CITY, IN 46725---1531	WOODGATE AT NAPLES (CONDO)	S-103			83292200004	U
KAROLYS, GLORIA SUSANA	5317 TREETOPS DR				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	U-204			83293360008	U
KARWACKI, JOHN & CINDY	206 WESTWOOD DR				RINCON, GA 31326---0	WOODGATE AT NAPLES (CONDO)	V-203			83293720004	U
KATLINE REALTY CORP	1901 TARPON RD				NAPLES, FL 34102---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-2			77461680005	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOT	22			60780880001	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOTS	23 OR 1255 PG 348			60780920000	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES UNIT 1 BLK	A LOTS 24,25 & 26,	OR 1251 PG 2150		60780960002	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOTS	27 & 28 OR 2074 PG 1302			60781000000	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK B LOTS	24 + 25			60782120002	U
KEENE, JAMES R & NANCY C	31600 GATES MILLS BLVD				CLEVELAND, OH 44124---4366	WOODGATE AT NAPLES (CONDO)	S-202			83292400008	U
KMP OPERATIONS LLC	1652 AVONDALE STREET				NAPLES, FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-5			77460400008	U
KOCHENDORFER, JONATHAN	WILLIAM KOCHENDORFER	5203 TREETOPS DRIVE #P-4			NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-4			77461960000	U
KROM, JANINE M	5315 TREETOPS DR				NAPLES, FL 34113---8516	WOODGATE AT NAPLES (CONDO)	U-203			83293320006	U
L AND M JOSEPH REV LIV TRUST	2082 SAGEBRUSH CIRCLE				NAPLES, FL 34120---0	32 50 26 COMM N1/4 CNR OF	SEC, W 281.40FT, S 1DEG W	149.92FT TO POB, CONT ALG	SAME LINE 149.92FT, W	00442000008	U
L AND M JOSEPH REV LIV TRUST	2082 SAGEBRUSH CIRCLE				NAPLES, FL 34120---0	32 50 26 COMM AT THE N1/4 CNR	OF SEC, W 281.4FT, S 1 DEG W	299.84 TO POB, S1DEG W 149.92	FT, N89DEG W 245.18FT, N2DEG	00442560001	U
L&R RAM LLC	11336 TAMIAMI TRL E				NAPLES, FL 34113---7703	NAPLES MANOR LAKES BLK 1 LOTS	8 + 9			62250320002	U
LAMOGLIA, MANUEL D	5344 TREETOPS DRIVE #E 2				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT E-2			77460880000	U
LAURORE, KENOL	5380 FLORIDIAN AVE				NAPLES, FL 34113---0	NAPLES MANOR LAKES REPLAT	LOT 42			62310360009	U
LEGGETT, DIANNE	11285 ANGLERS DR				BONITA SPRINGS, FL 34135---0	WOODGATE AT NAPLES (CONDO)	H-203			83290280000	U
LEMAE INC	3510 RADIO RD				NAPLES, FL 34104---0	NAPLES MANOR LAKES BLK 1	LOTS 4, 3 AND N1/2 OF LOT 5			62250160000	U
LEMAE INC	3510 RADIO RD				NAPLES, FL 34104---0	NAPLES MANOR LAKES BLK 1 LOT	6 AND S1/2 OF LOT 5			62250240001	U
LEMAE INC	3510 RADIO RD				NAPLES, FL 34104---0	NAPLES MANOR LAKES BLK 1 LOT	7			62250280003	U
LEON, JUAN ADELIO	5310 TREETOPS DR #H101				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	H-101			83290040004	U
LEONARD, JAMES	1190 N COLLIER BLVD				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	Y-101			83294520009	U
LESURE, ESTELL PIERRE	CYNTHIA CYCY BASTIEN	801 MAGNOLIA CREEK CIR			ORLANDO, FL 32828---0	WOODGATE AT NAPLES (CONDO)	T-203			83292920009	U

LINN, TARA	5263 TREETOPS DR			NAPLES,FL 34113---8512	WOODGATE AT NAPLES (CONDO)	W-101			83293880009 U
LJUBENOVIC, MILOS	6215 WILSHIRE PINES CIR #1608			NAPLES,FL 34109---0	WOODGATE AT NAPLES (CONDO)	X-103			83294280006 U
LOOR, GREGORIA M LEMUS	ASUSENA DEL CARMEN L LOOR	5258 CYPRESS LANE		NAPLES,FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT F-5			77461200003 U
LOPEZ, GARDENIA	4480 32ND AVE SW			NAPLES,FL 34116---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-3			77460320007 U
LUCAS, ROBERTO MARTIN	SILVIA SINZIERI	5309 TREETOPS DR #U104		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	U-104			83293200003 U
MACIAS, NICKY L	YANELA T MACIAS	5334 TREETOPS DR APT F-2		NAPLES,FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT F-2			77461080003 U
MAROTTA, ANTONIO	16 FARMVIEW DR			DIX HILLS, NY 11746---0	WOODGATE AT NAPLES (CONDO)	I-104			83290480004 U
MARSHALL, RICHARD W	BLANCA L MARSHALL	7271 N FARMINGTON RD		WESTLAND, MI 48185---2300	WOODGATE AT NAPLES (CONDO)	X-203			83294440008 U
MBK PROPERTIES INVESTMENTS LLC	160 PLANTATION CIRCLE			NAPLES,FL 34104---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-1			77460040002 U
MBK PROPERTIES INVESTMENTS LLC	160 PLANTATION CIRCLE			NAPLES,FL 34104---0	TREETOPS OF NAPLES (CONDO)	SEC I APT R-3			77462320005 U
MBK PROPERTIES INVSTMNT LLC	160 PLANTATION CIRCLE			NAPLES,FL 34104---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-1			77461240005 U
MBK PROPERTIES INVSTMNTS LLC	160 PLANTATION CIRCLE			NAPLES,FL 34104---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-4			77462160003 U
MESSNER, GEORGE S	5336 TREETOPS DR # 1			NAPLES,FL 34113---8514	TREETOPS OF NAPLES (CONDO)	SEC I APT F-1			77461040001 U
METELLUS, MCKENZIE	5245 TREETOPS DR			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	Y-204			83294800004 U
MEZA, MARIA C	5349 TREETOPS DR #S104			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	S-104			83292240006 U
MONTES DE OCA, LESTER	LIZANDRA CORDOVES GONZALEZ	5208 TREETOPS DR #C2		NAPLES,FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-2			77460480002 U
MORALES, DELFINO	MARIA CONCEPCION MORALES	5206 BROWARD ST		NAPLES,FL 34113---7772	NAPLES MANOR LAKES BLK 5 LOT	1			62253160007 U
MORALES, GLORIA P	5269 TREETOPS DR #W104			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	W-104			83294000008 U
MORQUECHO, DIANA	1453 BERMUDA ROAD			MARCO ISLAND, FL 34145---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-5			77460600002 U
NAPLES LOAN ACQUISITION LLC	101 N WACKER DR #611			CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOT	21			60780840009 U
NAPLES LOAN ACQUISITION LLC	101 N. WACKER DRIVE	STE 611		CHICAGO, IL 60606---0	32 50 26 BEG N1/4 CNR THENCE	N 89 DEG W 281.40FT THENCE S	1 DEG W 1392.38FT THENCE N 59	DEG E32.50FT E THENCE N 39	00445720000 U
NAPLES LOAN ACQUISITION LLC	C/O KEVIN M CAHILL	101 N WACKER#611		CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOTS	18 + 19			60780760008 U
NAPLES LOAN ACQUISITION LLC	C/O KEVIN M CAHILL	101 N WACKER#611		CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOT	20			60780820007 U
NAPLES LOAN ACQUISTION LLC	101 N WACKER DR	STE 611		CHICAGO, IL 60606---0	32 50 26 COMM N 1/4 CNR SEC 32	S 373.40FT, E 62.56FT, NELY	252.93FT, NWLY 251.05FT, W 83.	24FT TO POB	00446800204 U
NAPLES LOAN ACQUISTION LLC	101 N. WACKER DRIVE	STE 611		CHICAGO, IL 60606---0	32 50 26 BEG N1/4 CNR,E 83.24	FT TO POB S89DEG E 320.75FT,	S 112.22FT, N89DEG W 79.98FT,	S45DEG W 115.07FT, N39DEG W	00440040002 U
NAPLES LOAN ACQUISTION LLC	101 N. WACKER DRIVE	STE 611		CHICAGO, IL 60606---7593	32 50 26 BEG N1/4 CNR, E 83.24	FT TO POB, S89DEG E 320.75FT,	S 62.22FT, N89DEG W 101.84FT,	S 45DEG W 130FT.07FT, N39DEG W	00446800408 U
NAPLES T LLC	4099 TAMIAMI TRAIL N STE 403			NAPLES,FL 34103---0	WOODGATE AT NAPLES (CONDO)	L-203			83291720006 U
NASIR, SHABRINA	14 NEWBURY PL			NAPLES,FL 34104---0	WOODGATE AT NAPLES (CONDO)	L-101			83291480003 U
NESEN, RONALD M	5365 TREETOP DR #S206			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	S-206			83292560003 U
NUNEZ, DARIO	LUSIVANIA PEROZO	#H-201	5302 TREETOPS DR	NAPLES,FL 34113---8504	WOODGATE AT NAPLES (CONDO)	H-202			83290240008 U
PALM WASH & LAUNDRY LLC	300 W SPRINGS ST	UNIT 505		COLUMBUS, OH 43215---0	NAPLES MANOR LAKES BLK 1	LOTS 10, 11 & 12			62250380000 U
PARADISE COAST INVESTORS LLC	118 PENNY LN #2			NAPLES,FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT N-4			77461560002 U
PARRADO, JOSE	MARTA R MARRERO DIAZ	5248 TREETOPS DR K-102		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	K-102			83291200005 U
PEREZ, LUIS A	5292 TREETOPS DR #I 202			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	I-202			83290640006 U
PERICHI, PEDRO	5215 TREETOPS DR			NAPLES,FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-3			77461720004 U
PEROZO, LUSIVANIA P	5302 TREETOPS DR#H-201			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	H-201			83290200006 U
PETERS, MARY	4900 BISCAYNE DR #14			NAPLES,FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT F-3			77461120002 U
PHILLIPS, AMBER LARAY	2764 VIA PIAZZA LOOP			FORT MYERS, FL 33905---0	WOODGATE AT NAPLES (CONDO)	T-206			83293040001 U
PORRAS, EDUARDO H	11952 SW 10TH ST			MIAMI, FL 33184---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-4			77460360009 U
POWELL, JENNIFER	4335 AURORA ST			NAPLES,FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-1			77460240006 U
PROGENY II CORPORATION	11420 TAMIAMI TRAIL E			NAPLES,FL 34113---0	32 50 26 OR 87 PG 240 BEG AT	SWLY COR BLK 2 TR AC, RUN	NELY ON NW BDRY BLK 2 +	PROLONGATION THERE OF, 710FT	00439960009 U
RANDALL, DAVID	11363 TAMIAMI TRL E			NAPLES,FL 34113---7703	NAPLES MANOR LAKES BLK 1 LOT	13 OR 1360 PG 84			62250400003 U
REALTYWEALTHY.COM LLC	5228 TREETOPS DR			NAPLES,FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-2			77460080004 U
RESENDIZ, MARIA CAMARGO	5303 TREETOPS DR #U101			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	U-101			83293080003 U
RIBEROL INVESTMENT LLC	131 25TH ST SW			NAPLES,FL 34117---0	WOODGATE AT NAPLES (CONDO)	T-106			83292800006 U
RICK INVESTMENTS LLC	11330 TAMIAMI TRL E			NAPLES,FL 34113---0	MYRTLE COVE ACRES BLK B LOT	28			60782240005 U
RITA DENISYUK REV TRUST	5314 TREETOPS DR #103			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	H-103			83290120005 U
ROSAS, JESUS	LAURA RAMIREZ	132 6TH ST		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	T-101			83292600002 U
ROSAS, JESUS	LAURA RAMIREZ	132 6TH ST		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	W-103			83293960000 U
RUDISILL, ALLA	133 STANHOPE CIR			NAPLES,FL 34104---0	WOODGATE AT NAPLES (CONDO)	J-202			83291040003 U
RUIZ, ORFANERY	166 E ST MARKS PLACE			VALLEY STREAM, NY 11580---0	WOODGATE AT NAPLES (CONDO)	T-105			83292720007 U
RYKOWSKA, URSZULA	5256 TREETOPS DR #102			NAPLES,FL 34113---8502	WOODGATE AT NAPLES (CONDO)	J-102			83290880002 U
SANDBOX HOLDINGS LLC	1126 BRYDEN RD			COLUMBUS, OH 43205---0	TREETOPS OF NAPLES (CONDO)	SEC I APT Q-5			77462200002 U
SCHIEFERLE, HEATHER ANN	5271 TREETOPS DR #W201			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	W-201			83294040000 U
SCHROWANG, MARY ELIZABETH	5260 TREETOPS DR			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	J-104			83290960003 U
SHEPPARD, STEVEN	5346 TREETOPS DR			NAPLES,FL 34113---8515	TREETOPS OF NAPLES (CONDO)	SEC I APT E-1			77460940008 U
SIEPIORA, GEORGE & BARBARA	703 CEDAR LN			MT PROSPECT, IL 60056---0	WOODGATE AT NAPLES (CONDO)	K-202			83291360000 U
STEINBACHER, LINDA ANN	8443 BORBONI CT			NAPLES,FL 34114---0	WOODGATE AT NAPLES (CONDO)	L-103			83291560004 U
STEVENS, CHERIE M	1005 SHERIDAN AVE			CHARLOTTESVILLE, VA 22901---0	WOODGATE AT NAPLES (CONDO)	V-202			83293680005 U
STEWART, PAUL JOSEPH	27034 JARVIS RD			BONITA SPRINGS, FL 34135---0	TREETOPS OF NAPLES (CONDO)	SEC I APT E-3			77460920009 U
SUNNY PARADISE PROPERTIES LLC	306-6501 E GREENWAY PKWY #103			SCOTTSDALE, AZ 85254---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-3			77461920008 U
SURLIN, MARIA	5201 BROWARD ST			NAPLES,FL 34113---7771	NAPLES MANOR LAKES BLK 4 LOT	26			62253120005 U
SUSANA MORA JIMENEZ REV TRUST	5298 TREETOPS DR			NAPLES,FL 34113---8504	WOODGATE AT NAPLES (CONDO)	I-205			83290760009 U
TARNOWICZ, MARCIN M	15338 SUMMIT PLACE CIR #163			NAPLES,FL 34119---0	WOODGATE AT NAPLES (CONDO)	Y-104			83294640002 U
TEAGLE, RALPH	5239 TREETOPS DR # Y-201			NAPLES,FL 34113---8510	WOODGATE AT NAPLES (CONDO)	Y-201			83294680004 U
TEJEDA, JOCELYN	5285 TREETOPS DRIVE			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-104			83293520000 U
TERSY, MARIA IRENE	5373 TREETOPS DR			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	M-104			83291920000 U
THEISS, BRIAN	811 MEADOWLAND DR #C			NAPLES,FL 34108---0	TREETOPS OF NAPLES (CONDO)	SEC I APT N-3			77461520000 U
THORNTON, JANICE	5371 MYRTLE LN			NAPLES,FL 34113---8526	MYRTLE COVE ACRES BLK B LOT	21 OR 423 PG 970			60782040001 U
TORRES, ERICK R	CESAR A CARBALLO	5286 TREETOPS DRIVE		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	I-105			83290520003 U
TORSAN, DINAMARIE	12431 S NASHVILLE AVE			PALOS HEIGHTS, IL 60463---1772	WOODGATE AT NAPLES (CONDO)	L-102			83291520002 U
TREE TOPS LJD INVESTEMENTS LLC	5320 SW 97 AVE			MIAMI, FL 33165---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-2			77461880009 U
TREE TOPS LJD INVESTMENTS LLC	5320 SW 97 AVE			MIAMI, FL 33165---0	TREETOPS OF NAPLES (CONDO)	SEC I APT R-5			77462400006 U
TREETOPS OF NAPLES SEC 1 LLC	SOUTHERN EQUITIES 2023 TRUST	4604 49TH N 167		ST PETERSBURG, FL 33709---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-5			77460280004 U
TYLINSKI PROPERTIES LLC	11342 TAMIAMI TRAIL EAST			NAPLES,FL 34113---0	MYRTLE COVE ACRES BLK B LOT	26 OR 1036 PG 1485			60782160004 U
UHL PROPERTIES LLC	PO BOX 1023			MARCO ISLAND, FL 34146---0	WOODGATE AT NAPLES (CONDO)	I-102			83290400000 U
UHL PROPERTIES LLC	PO BOX 1023			MARCO ISLAND, FL 34146---0	WOODGATE AT NAPLES (CONDO)	M-102			83291840009 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	T-202			83292880000 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BCH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	W-202			83294080002 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	M-101			83291800007 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	T-204			83292960001 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	L-104			83291600003 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	T-102			83292640004 U
UR MARCO LLLC	1193 71 ST			MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	I-101			83290360001 U
VANCE, KATHERINE A	5313 TREETOPS DR #202			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	U-202			83293260007 U
VIVAS, NELLY C DEL CARMEN	2240 SW 4TH STREET			CAPE CORAL, FL 33991---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-3			77460120003 U
VK TRAIL LLC	2113 MISSION DR			NAPLES,FL 34109---0	32 50 26 THAT PORT SEC 32,	TOGETHER WITH THAT PORT LT 31 BLK A MYRTLE COVE ACRES DESC	AS FOLL: COMM N1/4 CNR SEC 32		00440000000 U
WALLER, DOUGLAS L	LUANN J WALLER	7236 OAK GROVE BLVD		RICHFIELD, MN 55423---3043	WOODGATE AT NAPLES (CONDO)	U-102			83293120002 U
WILLIAM M MALONE REV TRUST	516 GREENBRIAR PL			BOULDER CITY, NV 89005---0	WOODGATE AT NAPLES (CONDO)	L-204			83291760008 U
WILLIAMS, VADA CLEMONTE	5282 TREETOPS DR # 103			NAPLES,FL 34113---8503	WOODGATE AT NAPLES (CONDO)	I-103			83290440002 U
WOODGATE AT NAPLES INC	5000 TREETOPS DR			NAPLES,FL 34113---8560	WOODGATE AT NAPLES (CONDO)	M-203			83292040002 U
WOODGATE AT NAPLES INC	C/O SAMOUCE MURRELL & GAL P A	5000 TREETOPS DR		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	J-101			83290840000 U
WOODGATE AT NAPLES INC	C/O SAMOUCE MURRELL & GAL P A	5000 TREETOPS DR		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	Y-102			83294560001 U
ZUNIGA, JESUS & ROSA GARNICA	5360 FLORIDAN AVE			NAPLES,FL 34113---7716	NAPLES MANOR LAKES BLK 4	LOT 1			62252280001 U
7127 MILL POND LLC	37 VAL SAINT ANDRE			LUXEMBOURG 1128 LUXEMBOURG	TREETOPS OF NAPLES (CONDO)	SEC I APT R-4			77462360007 F
BEIGELBECK, CHRISTIAN & DORIS	14 DEUTSCH			WAGRAM 2232 AUSTRIA	WOODGATE AT NAPLES (CONDO)	M-103			83291880001 F
DIMITRIJEVIC, MILISAV	MILENA DIMITRIJEVIC	841 COULSON AVE		MILTON L9T 4K3 CANADA	WOODGATE AT NAPLES (CONDO)	K-101			83291160006 F
KOLTCHAGOV, KOSTADIN	PAULINA KOLTCHAGOVA	643 CHARLEVOIX		MONTREAL H3K 2X8 CANADA	WOODGATE AT NAPLES (CONDO)	H-204			83290320009 F
KOLTCHAGOV, KOSTADIN	PAVLINA A KOLTCHAGOVA	643 CHARLEVOIX		MONTREAL H3K 2X8 CANADA	WOODGATE AT NAPLES (CONDO)	H-104			83290160007 F
KOLTCHAGOV, KOSTADIN	PAVLINA A KOLTCHAGOVA	643 CHARLEVOIX		MONTREAL H3K2X8 CANADA	WOODGATE AT NAPLES (CONDO) #	I-203			83290680008 F
LEFEVRE, ERWAN P.,	SOPHIE A MARTIN	LES REGERIES	LIEU DIT BUGEAT	ST BNNT L'ENFANT 19410 FRANCE	WOODGATE AT NAPLES (CONDO)	X-101			83294200002 F
ZAUM, MARCUS & TERRY	4 PELICAN WOOD			BRAMPTON L6S 5E5 CANADA	WOODGATE AT NAPLES (CONDO)	X-201			83294360007 F
TREETOPS OF NAPLES A CON	DOMINIUM				TREETOPS OF NAPLES A CONDOMINIUM			hrd_parcel_id: 77460000000	440080004
WOODGATE AT NAPLES A CON	DOMINIUM				WOODGATE AT NAPLES A CONDOMINIUM			hrd_parcel_id: 83290000002	439920007

TREETOPS OF NAPLES, SECTION I, INC.
C/O ASSOCIA GULF COAST
13461 PARKER COMMONS BLVD. SUITE 101
FORT MYERS, FL 33912

WOODGATE AT NAPLES, INC.
9150 GALLERIA COURT SUITE 201
NAPLES, FL 34109

NOTICE OF NEIGHBORHOOD INFORMATION MEETING

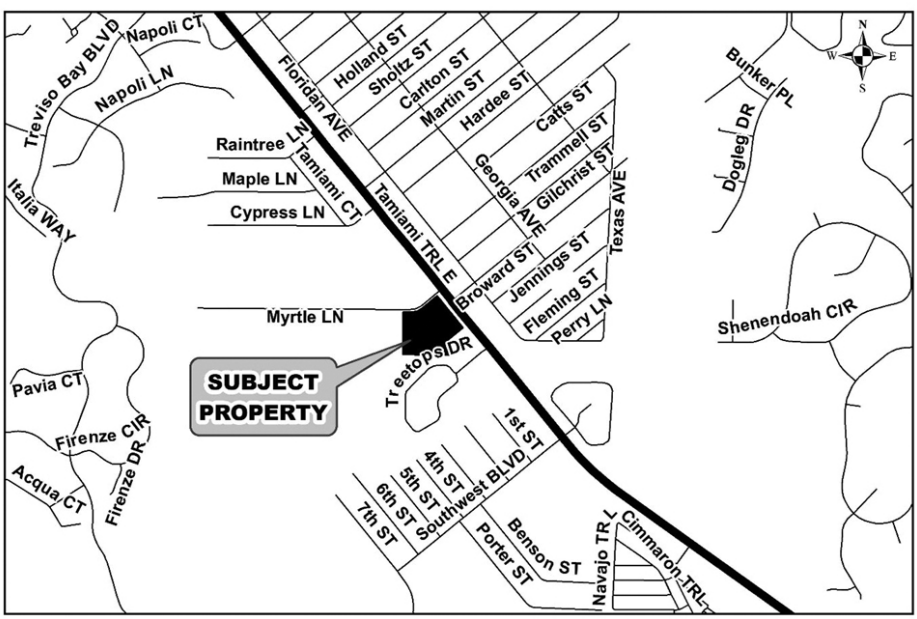
PETITION: **PL20230016211 – 5396 Myrtle Lane Commercial Subdistrict**

PL20230016212 – 5396 Myrtle Lane Commercial Planned Unit Development

In compliance with the Collier County Land Development Code (LDC) requirements, a neighborhood Information meeting (NIM) hosted by D. Wayne Arnold, AICP, of Q. Grady Minor and Associates, LLC (GradyMinor), representing Metropolitan Naples, LLC (Applicant) will be held **May 6, 2024, 5:30 pm at South Regional Library, Meeting Room A, 8065 Lely Cultural Pkwy, Naples, FL 34113.**

Metropolitan Naples, LLC has submitted formal applications to Collier County, seeking approval of a Small-Scale Growth Management Plan Amendment and Commercial Planned Unit Development (CPUD) Rezone to permit the redevelopment of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse uses, outdoor vehicle leasing and related activities and a maximum of 3,000 square feet of gross leasable area of retail office and service uses.

The subject property is comprised of 8.24± acres and is located at the southwest corner of Myrtle Lane and Tamiami Trail East (U.S. 41) in Section 29, Township 50 South, Range 26 East, Collier County, Florida.



If you have questions, please contact Sharon Umpenhour with GradyMinor by email: sumpenhour@gradyminor.com or phone: 239-947-1144. For project information or to register to participate remotely* go to, gradyminor.com/Planning. Any information provided is subject to change until final approval by the governing authority.

The purpose and intent of this Neighborhood Information Meeting is to provide the public with notice of an impending zoning application and to foster communication between the applicant and the public. The expectation is that all attendees will conduct themselves in such a manner that their presence will not interfere with the orderly progress of the meeting.

**Remote participation is provided as a courtesy and is at the user's risk. The applicant and GradyMinor are not responsible for technical issues.*

5396 Myrtle Lane Commercial Subdistrict (GMPA PL20230016211) and Commercial Planned Unit Development (PUDZ PL20230016212)
May 6, 2024 Neighborhood Meeting Summary and Transcript

Wayne Arnold:	00:01	All right, well good evening everybody. My name is Wayne Arnold and I'm with Grady Miners Associates here tonight representing the applicant sitting in the front row, Sharon on the aisle. She's handling the audiovisual equipment tonight we're required by the County to record the meeting and create a transcript, so we are doing that. So the meeting is being taped and I'll make a couple of other introductions. Over here, with us on our team is Rich Yovanovich, Rich is our land use counsel. Next to him is Norm Trebilcock, who's our transportation engineer, and Mike Delate, who's sort of in the back over there. He's our engineer of record for the project. So we've got a short presentation to go through and talk about the two applications that are pending with the county and make two more introductions, we have Laura Dijon and Parker Clough, both work for Collier County, helping review the planning and zoning documents that we're going through the county review right now.
	01:00	So we're here for two applications for the property that is zoned commercial in part on Myrtle Lane and US 41. We have an application pending for what's called a small-scale conference of plan amendment, and we also have a PUD rezoning application, and those two documents are required for us to move forward with the project to eliminate the existing zoning on the property, replace it with a new zoning document that would be PUD zoning, and I'll show you some of the details of that momentarily. As you can see the site, it's been previously zoned for development, but it's undeveloped and we are sitting sort of between undeveloped, commercially zoned property to the north along Tamiami Trail. And then we have the CubeSmart property just to the east. That's part of the Treetops planned development.
	01:53	So as I mentioned, we're here for two projects, but we're in the urban designated area. Right now we're proposing to create a new sub-district that would be for the Myrtle Lane property, and that establishes basic parameters for what development intensity we can have on the site. We're also then rezoning it for the companion item for the planned development zoning. And that zoning and comp plan, we're seeking a maximum of 200,000 square feet for self-storage and warehousing uses. And then 3000 square feet of retail and service commercial type uses that are supporting what's essentially the U-Haul facility that is proposing to be located here.

02:32 These are part of the future land use map. You can see we're having to create a new district map that would go in the comprehensive plan. You can see some sub-district language that's on the page, but we're asking for development that would allow us to have related uses to the indoor self-storage and warehousing that would support U-Haul, and then also the rental leasing of vehicles and trailers that they do. They have this one, if you're familiar with some of the U-Haul facilities, they have a propane gas facility where you can go and get your propane tank or if you have an alternative fuel automobile, you can get fuel in there. So those are the kind of uses we're proposing in addition to all the C-I through C-III uses that are permitted generally on the property today.

03:20 This is the approved master plan. It's really hard to read, back in the day when this was approved, the county's obviously reproduction capabilities were not what they are today, but this is oriented north to your right. So Tamiami Trail is toward the bottom of the page. It showed access to both Myrtle Lane and the US 41. There was a water management and reserve area toward the western part of the project. The site we've had recently evaluated, it's all exotic vegetation that's on the site. It doesn't qualify for any native preservation. So our project proposes a new master plan, and this one north is oriented up. So you can see that on the bottom toward the Woodgate condominiums. We have our water management area, we have to do some drainages when we clean up and we're coordinating with the county on that.

04:11 And then you can see a series of proposed buildings on the site where we're proposing a four-story warehouse building that would be for indoor self-storage. U-Haul also has concept that you're familiar with, the pods and things like that where you can also store and those are more mobile. Those would be stored at a warehouse building on site as well. And then there's some other alternative storage that they have, and they're not certain that it would be located here, but they have some storage that's sort of a drop-in-place storage type thing. So we've reflected probably three types of buildings that are on the site.

04:42 And then as I mentioned, the retail, if you're familiar with U-Haul, they sell moving supplies. They also sell other incidental things, boxes and things of that nature. This one is considered mobility center and some of those have a little bit of alternative things that they also sell. Some are getting into EV charging stations, which we've made allowances for here. There may be

electric bike sales at some point in the future, but those would be typical C-1 through C-3, and they would be conducted within the three-thousand square foot part of that building.

05:11 The one represents a deviation that we're asking for, and we asked for kind of a blanket deviation and we knew we'd be discussing that in greater detail with staff, and that involves the architectural design standards for the building. Rich and I just represented Home Depot on another parcel just south of here that was recently approved, and they had some alternative design standards that were approved by the county. So we're going to be working with the county engineer and staff to come up with some architectural standards that would be for the U-Haul facility.

05:42 This is a conceptual rendering showing two of those three buildings I described. The third building, as I mentioned, is kind of an alternative that they haven't committed to, but you can see just sort of how this starts to orient on the site. We've asked for a four-story building, which is reflected in those exhibits. This is kind of a co-conceptual rendering. We're working, like I said, with the county's architect to help refine what the buildings will look like and what the buffering will be. Those are all part of our review process.

06:11 As I mentioned before, the permitted uses, we define those by SIC code. We've asked for accessory uses that include things that U-Haul typically does. They do minor servicing and repair of their vehicles, and we also have electric charging stations that we've asked for, as well as some of the other accessory uses such as water management, signage and those things.

06:36 We've asked for and we have a series of development standards that are part of the development of the PUD. We've asked for a zone height of 60 feet today. The zone height of the existing PUD is 50 feet. We've asked for the 60 feet so that we have some flexibility in design for the final building for U-Haul. And we're in the review process. We have not resubmitted after our first round of comments from the staff. We're meeting with them later this week to go over some of the comments that we know we have to have more dialogue on. So we don't have any hearing dates established yet, but this is our opportunity to reach out to the community and get some feedback, let you all understand what it is that we're actually asking for. And then if you've got notice for this meeting, you'll receive notice for a

		planning commission hearing that the county will establish when we get to that stage.
	07:26	It's going to be several months off before we get there, but those dates, you'll get a mail notice. Then signage gets posted on the site. I'm sure you've seen those around the area, where you get the four by eight sign that says, "Notice of Hearing," and it briefly describes that and has the hearing dates on it.
	07:41	So with that, we have those and then this is an informational page. You can certainly take a picture of it or if you want to pick up Sharon's card before you leave, you can either email us at the information or you can go to the QR code, it'll take you to our website and that has all of our latest submittal information for both applications with the county, and we update that as, once we make another submittal back to staff, all those documents that we've revised will be freshened and there will be a copy of this presentation there as well.
	08:11	So that's our brief presentation. We're happy to entertain any questions, anything I didn't answer or any questions you have? If we don't have the answer tonight, we'll certainly do our best to get an answer for you. So just so it's clear on the record, the county likes to make sure our planning commissioners can actually hear the dialogue. So the transcript is clear who I am, but when you all speak, it'd be great if you could either give your name or say whether you're a nearby resident, et cetera, just so that it's clear that it's not one of our development team members that are speaking. And we'd ask that you come to a microphone or if you're not capable, we'll get the microphone to you. So anybody has a question, just raise your hand and we'll start from there.
Walter Roshe:	08:52	Yeah.
Wayne Arnold:	08:52	Yes, sir.
Walter Roshe:	08:53	I'll come up. My name is Walter Roshe and I'm a resident. I noticed that on Myrtle Lane you want to have emergency access.
Wayne Arnold:	09:05	Yes, that's-
Walter Roshe:	09:06	I mean, how do you stop that? Because then you went to the rendering and it looks wide open like anybody could just drive

		there. Is there going to be a sign that says no driving unless you're an emergency vehicle?
Wayne Arnold:	09:17	Well, typically where we have those types of access points, they are signed in that manner, that it's for emergency vehicles.
Walter Roshe:	09:24	But that's it. Just a sign?
Wayne Arnold:	09:25	It is often a sign, it can't be a gate, but that is one of the comments that staff came back to us and said, if there's an opportunity that you get a signalized access point at the Broward signal that's there, we want you to maintain that access open to the public. So that's a point that we're dialoguing with the county staff right now.
Walter Roshe:	09:41	So it doesn't sound like it's going to be emergency access?
Wayne Arnold:	09:44	I honestly don't know. I mean, we just don't know.
Walter Roshe:	09:46	Because on the original PUD that was approved, there was no access.
Wayne Arnold:	09:50	There actually was, but there was a condition that said we had to maintain that as a public access point.
Walter Roshe:	09:56	That's what I wanted to know.
Rich Yovanovich:	09:57	Is it, sir?
Wayne Arnold:	09:59	Excuse me, sir.
Rich Yovanovich:	10:00	Is it your preference that we'd be limited to a emergency access only on Myrtle?
Walter Roshe:	10:05	I prefer that you don't use Myrtle because you have commercial trucks on a lane that's a very, it's not a highway, it's not a road. It's a lane. And definitely from the rendering it looks like people are going to drive in their trucks, they're going to go down the street, sweep out their trucks and go back in. That's the problem, sir. And the truck, the street can't handle the traffic, can't handle all the trucks.
Wayne Arnold:	10:25	Okay, thank you. Anybody else have a question, comment. Come on up.

Steve Fuller:	10:37	Thank you, Laura. I'm Steve Fuller. [inaudible 00:10:42]. Hi, I'm Steve Fuller. I live in 5259 Myrtle. This is a real small representation of the neighborhood meeting we had on Thursday night?
Walter Roshe:	10:50	Thursday night.
Steve Fuller:	10:52	At seven o'clock when the majority of the 35 homes on Myrtle Lane were capable of actually attending. So there is a much larger contingency that's not real happy with this, and I respect your position as an engineering firm.
Sharon Umpenhour:	11:08	Sir, can you please speak into the microphone? Thank you.
Steve Fuller:	11:14	But there's a lot of issues and I've come up with a lot more questions. I value Walts. You showed the picture of the four-story buildings. And the city of Naples are capped at 42 and 45 high, and they can get four stories in and we're seeing 60 and 70 feet of height. That could be much more than four stories. That's one thought. Myrtle Lane, as Walter said, is a seventeen-foot wide road. The majority of people on that street drive trucks and trailers, eight and a half foot wide vehicles. You got to pause to let people go down that road. You got to dodge mail boxes.
	11:57	Myrtle Lane hasn't been resurfaced in the 20 years since I've known it. If anybody knows any different, please speak up. So Myrtle Lane is an extremely rural, low density, low volume lane, 17 feet wide. I think if you look at the new standards for roadways and communities, it's 32 to 36 feet. Okay, so let's start with that. I'm one of the belief that if whatever happens on these lots, commercial and the potential rezoning of RMF 6 to commercial, and I got a question, how many designations of commercial zoning are there? I mean, is there just one or is there retail? Is there industrial?
Wayne Arnold:	12:48	Well, we're rezoning to a commercial PUD.
Steve Fuller:	12:51	Commercial PUD.
Wayne Arnold:	12:52	Yes.
Steve Fuller:	12:52	So once that's been rezoned to a commercial PUD, does that create an avenue where other things could be developed in that commercial PUD?

Wayne Arnold:	13:04	Well, today most of the property is zoned as a commercial plan development.
Steve Fuller:	13:07	But you're adding more like two and a half lots. Two and a half acres of RMF 6?
Wayne Arnold:	13:12	Yes sir. We're adding some of the land that's on the west side. Yes, sir.
Steve Fuller:	13:17	You know, you guys talked a lot about the RMF 6 apron around this property, but you really neglected the, excuse me, RMF 6. You really neglected the single family, 35 homes at the end of that street that are going to really carry the burden of traffic. I think the building height is too much. I think the county has come up with some incredible questions of the development study and plan and Laura's got a lot on there. I saw the architectural review has a lot of questions there. Environmental has questions. That community, Myrtle Lane is bound on three sides by South Florida Water Management canals and their major canals, the [inaudible 00:14:05] Drainage Canal and the one by Treviso, they are major canals, flood, and several these people who live at the end of the street will tell you how high the waters come up. Not just in our last flood from Hurricane Ian, but in previous times.
Wayne Arnold:	14:18	Sure.
Steve Fuller:	14:19	That's a lot of concrete. That's a lot of surface area. And we're concerned with water retention, which I don't know, I'm not an engineer, but there's some real unique ways that stats and numbers are managed and a water management area that is supposed to be like, I don't know, whether it's 1.2, 1.4 acres, but it encroaches in to other utility easements and other drainage easements. I was under the impression they're supposed to be kept separate. Please, if you got answers for these. I'd love to hear.
Wayne Arnold:	14:53	Well, you've raised issues that the county staff, that's part of the normal review process that we go through on almost every project. So we are addressing traffic, we're addressing stormwater management. The county staff has questioned because of the East Naples plan that's been in process, some of the design standards for the buildings, those are all things that we'll continue to dialogue with staff about as we go through the process.

Steve Fuller:	15:16	I thought the county commissioners, both Rick LoCastro and Saunders was considering a moratorium on storage facilities. We have eight between Airport Road and which goes down to [inaudible 00:15:32] with 92. We have like eight storage centers already. And there's one more planned, in addition to what you guys are thinking. So I ask the question, this is to the county that has a responsibility to really oversee development in a responsible fashion that's an asset to the community, and an asset to the surrounding neighbors that live within that community.
	15:55	And I'm wondering how this mega U-Haul center is really going to be an asset there when it could be easily located further down on I 51 or further out 41 where there's already agricultural in making land around it and more commercial around it. Here you're going to make a big impact on a small community.
	16:27	I know this is a meeting for the U-Haul, but we also know that there's an application into the county to take the lot right over there on the left-hand side, it's 2.7 acres, which in RMF 6 zoning would yield maybe 16 units. There's already an application in for 44 units. Casey in Naples, who still will own four and a half acres surrounding the west side and kind of south side, he's all zoned with multi [inaudible 00:17:02]. What's he going to do? Is he going to come in and try to pop 12 units per acre now on his property also. We got questions about the height, the amount of concrete, the facility itself. And let me ask you, because you showed in that rendering the building on the right and we were told that you were going for four stories. What's the square footage in that building in four stories?
Wayne Arnold:	17:25	I don't think we know the breakdown yet of any of those building square footage. We just know the total is about 200,000.
Steve Fuller:	17:33	And it's zoned for 20,000. Correct/.
Wayne Arnold:	17:33	I'd have to check the prior zoning, but I think it's more than-
Steve Fuller:	17:34	So you're asking for a major change in the zoning?
Wayne Arnold:	17:39	Yes sir. We're aware of that. But again, indoor self-storage generates a lot of square footage with little impact. Most of those indoor self-storage units-

Steve Fuller:	17:47	You don't live on Myrtle, I'm sorry, Mr. Arnold, we're going to differ on your term of impact.
Wayne Arnold:	17:52	That's okay.
Steve Fuller:	17:54	The other proposed one-story and the other proposed one-story, on your rendering that also is a four-story building.
Wayne Arnold:	18:00	I know I told you that was a conceptual rendering that U-Haul prepared to show you how these buildings were going to be oriented on the site.
Steve Fuller:	18:06	Okay. I've also talked to EMS and the fire station right across the street. This may be a question for you. I know there's been a lot of traffic control, signage, orientation, arrows on roads down at Barefoot Williams. I know they've had a couple of bad wrecks there. I know at our intersection of Broward, at 41, I couldn't get real stats because it's unique how the county doesn't, they're three to five-year data on the fields, but they're changing software and they said there's only been one accident in the last three years. I know that's not the truth. There's two memorials, two memorials at that intersection for people that have died.
	18:47	So I think when you put this structure with the access that you've drawn it, you're going to create more of a nightmare for the residents. Certainly on Myrtle, you're create a nightmare. You're create a nightmare for the manor. If you go back to that 2008 proposed zoning change for the Myrtle Cove Acre commercial put, they connected Myrtle to Broward.
Wayne Arnold:	19:13	Yes, sir.
Steve Fuller:	19:13	A lot of us want that. A few don't. There's concern if you connect it to Broward, then all of a sudden that's going to open the venue for the multifamily, what they could do down the road, that emergency exit, if that was a bona fide, even larger than the Myrtle seventeen-foot wide lane, that was a bona fide pass through to where we could at least use that to access a stoplight for traffic control and accessibility. That might be one perk. I think that would be a benefit. I'm sure you all doesn't want us winding through their lot. My suggestion would be to split that lot and bring Myrtle to the light. Then you've got, is KC Naples here? So the actual landowner's not here. He'd end up with two more valuable corner parcels.

Wayne Arnold:	20:10	Okay. Thanks, Steve.
Steve Fuller:	20:10	Safety responsible.
Wayne Arnold:	20:13	Thanks Steve. Anybody else have a comment? Yes sir. Come on up.
Greg Vilk:	20:26	Hi, I'm Greg Vilk. I'm actually a property owner.
Wayne Arnold:	20:31	Could you repeat your name please?
Greg Vilk:	20:31	Greg Vilk.
Wayne Arnold:	20:31	Greg Vilk, thank you.
Greg Vilk:	20:31	I just had a question if you can flip back Exhibit C. You had mentioned that was an approved plan?
Wayne Arnold:	20:39	This one?
Greg Vilk:	20:40	Yeah.
Wayne Arnold:	20:41	Yes, it is.
Greg Vilk:	20:43	Do you have any history on that approval? What it was approved for, the use?
Wayne Arnold:	20:46	I do.
Greg Vilk:	20:47	And it looks as if it goes right into the intersection, the entries, because I had always thought that that land had to use the intersection.
Wayne Arnold:	21:01	That existing zoning for the commercial for planned development has language in there that would mandate if there's a signalized access point here on Tamiami Trail, that that needs to be opened back to Myrtle Lane.
Greg Vilk:	21:14	Okay. Is it those conditions or first you must use the intersection for access?
Wayne Arnold:	21:21	I can go back and look at the language, but I'm pretty certain that we talked about if we gain that access of the Broward signal, then that's how that is, so that's essentially what staff has asked us to do and that's what we're continuing to discuss with them now.

Greg Vilk:	21:34	Okay. And let me just ask as far as the commercial zoning, as far as the classification. At this time, I'm familiar with, I think it's C3, C4, C5 and so on. Does this fall into as a C3, a C4, a C5, or are they completely different?
Wayne Arnold:	21:51	Well, it's a little different, but most of the uses that we've asked for that we want are not C3 uses because the indoor self-storage is a conditional use in C4. But we're not asking for straight zoning, we're asking for a planned development. So that's why we've indicated those uses. So those would be more traditionally found in C4 type zoning industries.
Greg Vilk:	22:13	Which is what I thought. So the U-Haul facility doesn't comply in a C3, which it's currently zoned at. What it's marketed at?
Wayne Arnold:	22:20	It is not really zoned C3 today. It's primarily zoned commercial plan development and it allows a whole bunch of different uses. It allows 61,000 square feet of commercial uses today.
Greg Vilk:	22:31	Okay.
Wayne Arnold:	22:33	It allows a whole host of things, offices, medical offices, vehicle sales. I mean I've got a list that's got 20-odd uses that are permitted by right in those groups.
Greg Vilk:	22:45	All right, thank you.
Wayne Arnold:	22:45	Yes, sir. Anybody else have a questions, comment? Yes, sir.
Dick Whitesell:	23:00	My name's Dick Whitesell. Now, back here some years ago, the county came in and they widened the canal out behind our houses and I'm getting flooded every time it rains. And the county said they were going to come back and they were going to care of the issue. How much more water are we going to get from this running down my backyard?
Wayne Arnold:	23:26	Well, we're not really in that part of the site design phase yet. This is more the conceptual zonings phase. We have to have a very conceptualized water management plan and you can see on our master plan.
Dick Whitesell:	23:37	Well, the water management came down and they did all that out that night on my backyard and they said they were going to take it away. They never did. Now the water just floods me out every time it rains.

Wayne Arnold:	23:47	Well, I would encourage you to talk to the county stormwater management department. I
Dick Whitesell:	23:50	I did. If it didn't do no good, but you're going to go ahead, you're going to put this in there. Where's all that water going to go?
Wayne Arnold:	23:56	So the water we're required to discharge into that canal system and so we have to treat and store water on the site as well. So we've designed a conceptual area for water management, that's on that south side of the site and of course the Lely improvements come down to this way. So there's part of those Lely, LASIP, canal system that comes through a portion of the property. But yeah, we have not designed the detailed water management system yet. But we will, we definitely-
Dick Whitesell:	24:25	That's the one thing you're going to want to think about because that floods every time, even with the little, when the rains we've been getting and we start getting heavier rains, you're going to put all that black top and cement out there. All that water's got to go somewhere and it's going to be right in my backyard again. It's going to wash out other people too.
Wayne Arnold:	24:39	Understood. Thank you. Anybody else?
Claudia Fuller:	24:53	Hi, Claudia Fuller, 5259 Martin Lane. The existing use of doctor's offices, like retail is much more in character with the community than the Mobility Center and maybe that's why the Mobility Center is not zoned for this area. When I read through the plan and the response that was set up for this, very little reference was made to the residential area beyond the RMF 6. In our neighborhood meeting last week, a lot of people said, why bother rezoning it, leave the RMF 6, leave the zoning as it is, use it to its best ability and if Mobility Center doesn't work there, then it doesn't work there because it's not consistent with the neighborhood character.
	25:57	Ways it's not consistent is that the four-story, 60-foot building really does not fit with our neighborhood. And the density of use seems awfully high because you have the 200,000 square feet of storage plus 3000 square feet of retail. But you're not even talking about how much outdoor storage also, I mean the whole piece of property is going to be used in that sense and talking about drainage, all of that is a lot of junk draining off into our canals.

	26:39	Your executive statement also talks about this being great for urban infill. Well, commercial urban infill is intended to provide beneficial goods and services to the community. It's not this. This is not beneficial to our neighborhood. So the rezone to U-Haul does not benefit our community. Maybe it would be better down by the Home Depot that you guys just worked on. Down at a cross road arterial road like 951 and 41 or even out by the interstate.
	27:13	And then also in your executive summary, you guys talked about how this was such a great location and it meets the needs of the community and this is on point 14, it says whether change suggested is at scale with the needs of the neighborhood or the county. And your response was the scale of the project is in scale with the needs of the community. I disagree. The change is out of scale with the needs of the neighborhood, the needs are already met in the immediate area. In a 2.8 mile stretch from that this, on 41 that this complex encompasses. We already have five constructed storage centers plus another one that's going to be built. So this all represents over 450,000 square feet of storage in 2.8 miles. Maybe this is an overreach and maybe it's too much, too close to the neighborhood and all the other storage units. Thank you.
Wayne Arnold:	28:16	Thank you. Bye.
	28:20	Anybody else have any thoughts? Everybody ready to go home and have dinner?
Claudia Fuller:	28:28	Can I ask a question without coming out again?
Wayne Arnold:	28:29	No, you need to be on the microphone, Steve.
Steve Fuller:	28:32	I would like to know the process. The board is here and Peter's here, but what's the process? Like I said earlier, most of the people on our street are working and they can't be here, so is there going to be another meeting? Is there going to be a meeting that's conducive to the timeframe of the residents that are going to be impacted by this? When would we have a next meeting? How's this going to go on, right?
Wayne Arnold:	29:01	Steve, as I mentioned, we're going to, we'll take one at a time and the answer to your question is we're required to hold one neighborhood information meeting after we get our first round of review comments and before we hold a planning commission hearing. And then the planning commission is the first public

		hearing, that's an advertised public hearing and that occurs on a first or third Thursday of the month at 9:00 A.M. at Collier County Commission chambers and then that's followed, they make a recommendation to Collier County Commission in which those meetings are generally speaking, 9:00 A.M. meetings as well.
Steve Fuller:	29:39	How can a small community that doesn't have a homeowners association like Myrtle Cove that can't get off of work, how can we represent ourselves?
Wayne Arnold:	29:48	Well, it sounds like you already started. One, you've talked to your own residents and two, you've had dialogue with county staff, which is probably the most appropriate way for you to communicate your thoughts to the staff so you can at least have your thoughts represented while they're reviewing the application.
Steve Fuller:	30:02	Thank you.
Wayne Arnold:	30:05	Thanks, Steve. Yes, sir. Come on up.
Greg Vilk:	30:11	I just wanted to make one mention off of what Steve is saying as far as the meetings. Every meeting with the county officials is a public meeting.
Wayne Arnold:	30:21	Correct.
Greg Vilk:	30:22	It's an open meeting to anybody that wants to attack. You may not have the right to talk [inaudible 00:30:31] that you can attack and I think that's probably for the community and for the development and engineers probably have that dialogue. Make sure that the community is present at those.
Wayne Arnold:	30:40	You'll get notice. Like I said, if you receive notice at this meeting, you'll get public notice of those other public hearings.
Greg Vilk:	30:45	I'm talking about all the meetings. I'm talking about any meetings, any at all.
Wayne Arnold:	30:49	Yes. And at those meetings you will be given time. The public is always given time to comment on the projects that are on the-
Greg Vilk:	30:54	Okay, I just wanted, because that's kind of what he asked.
Wayne Arnold:	30:56	Okay, thank you. Anybody else?

Joe Smith:	30:59	I'm going to give it a try.
Wayne Arnold:	30:59	Okay, come on.
Joe Smith:	31:02	I'm not very good at this. My name is Joe Smith. My family's been on the street since 1968. We bought a first piece of property, then we bought a second, then we bought the house. I currently live in the house my family owned since '72, '73. We flood. As Dick says, it's a low-lying area. My house is flat on the ground. It is not elevated. It probably wouldn't meet code at this time. With the new building standards, obviously everything changes over time. If they build this and they do not fix the drainage, I'll flood even worse.
	31:57	Currently, as Steve has stated and other people have stated, our street is very narrow. We should not allow any commercial access to our street. I started a business in '99 and I had to sign a document with the county stating that my business would not create any extra traffic on the street. So this business obviously is going to create extra traffic on the street. It doesn't matter if we connect the street to the stoplight, which I prefer we would not connect the street to the stoplight and that emergency access you have there, if this plan was to go through, would have to be gated to keep all the traffic from the commercial building off of our street. That's pretty much all I got to say.
Wayne Arnold:	32:56	Well, thank you for the comments. Anyone else? Yes sir. Come on up.
Todd:	33:07	Todd Jones. 5315 Merlin, about 20 years. I'd just like to concur with my other neighbors here. This is not concurrent with the feel or the usage of what this area should be. There should definitely not be access, emergency or otherwise onto a street that can barely accommodate two vehicles at this time. I feel that this not only would propose a downside effect to our property value, but also to our quality of living. You have a situation where you're going to have industrial activity. Every U-Haul truck has a backup beeper. How many trucks are going to be there beeping all day long, backing up, moving back and forth. Are you going to have propane fill there? Are you going to have a large propane area? I just don't think this is a proper place for this project. And I share the sentiments of my neighbors.
Wayne Arnold:	34:02	Okay, thank you for coming out. Thanks for the comment. If there's nobody else, we'll close the meeting and I'd like to thank

everybody for coming out tonight and as I mentioned, we go back to that page if you want to take a photo of it or any of the information for our contacts so you can get a copy of the materials. That's where you do it. Thank you, all. Good night.

PETITIONS:
PL20230016211 – 5396 MYRTLE LANE COMMERCIAL SUBDISTRICT (GMPA); AND
PL20230016212 – 5396 MYRTLE LANE COMMERCIAL PLANNED UNIT DEVELOPMENT (PUDZ)

May 6, 2024, Neighborhood Information Meeting (NIM)

U-HAUL®

GradyMinor

Project information and a copy of this presentation can be found on our website:
GRADYMINOR.COM/PLANNING/

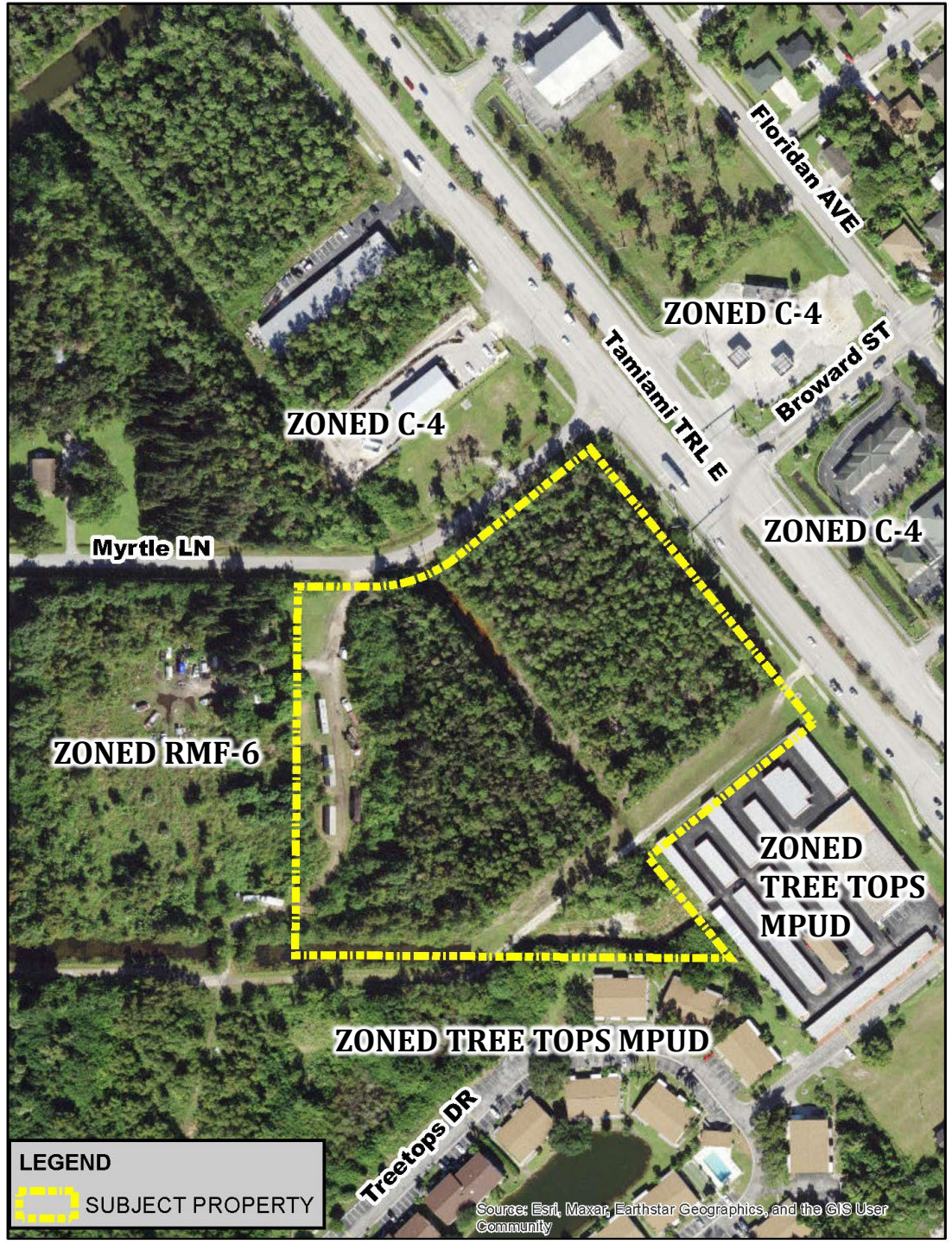
INTRODUCTION

PROJECT TEAM:

- **Metropolitan Naples, LLC** – Applicant
- **Richard D. Yovanovich, Esq., Land Use Attorney** – Coleman, Yovanovich & Koester, P.A.
- **D. Wayne Arnold, AICP, Professional Planner** – Q. Grady Minor and Associates, LLC
- **Michael Delate, P.E., Civil Engineer** – Q. Grady Minor and Associates, LLC
- **Norman J. Trebilcock, AICP, PTOE, P.E., Traffic Consultant** – Trebilcock Consulting Solutions

***Please note, all information provided is subject to change until final approval by the governing authority**.

LOCATION MAP



PROJECT INFORMATION

FUTURE LAND USE (FLU) DESIGNATION:

Existing: Urban Designation, Mixed Use District, Urban Coastal Fringe Subdistrict

Proposed: 5396 Myrtle Lane Commercial Subdistrict

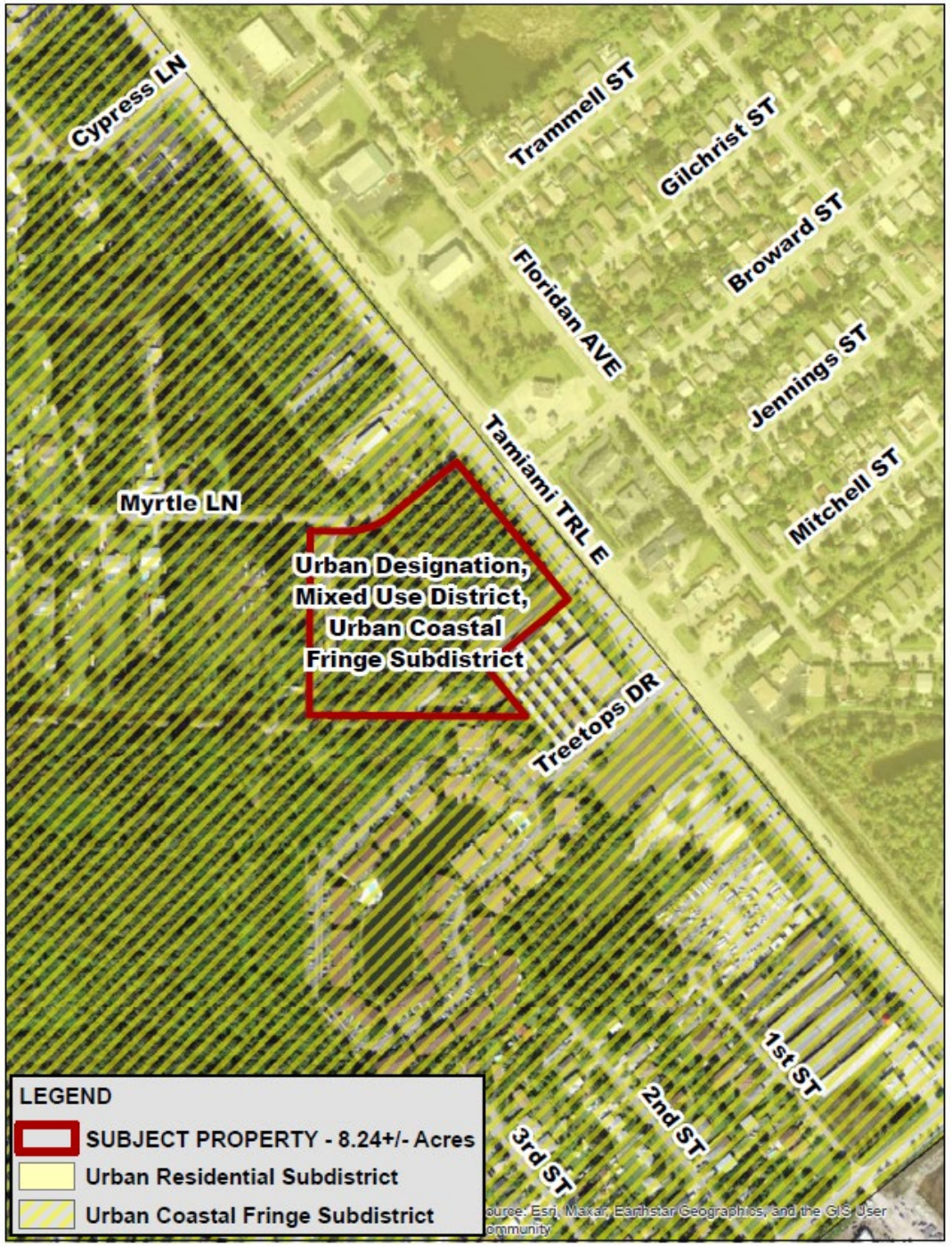
ZONING: **Existing:** Myrtle Woods CPUD and RMF-6

Proposed: 5396 Myrtle Lane Commercial CPUD

PROPOSED REQUEST:

- Modify the FLU map to add the 5396 Myrtle Lane Commercial Subdistrict
- Rezone from the Myrtle Woods CPUD and RMF-6, Zoning Districts to the 5396 Myrtle Lane Commercial PUD
- To allow a maximum of 200,000 square feet of indoor self-storage/warehouse and a maximum of 3,000 square feet of retail and service uses

FUTURE LAND USE MAP - EXISTING



FUTURE LAND USE MAP - PROPOSED

Proposed Subdistrict Language:

22. 5396 Myrtle Lane Commercial Subdistrict [page 77]

This Subdistrict is approximately 8.24 acres in size and is located on the southwest quadrant of Tamiami Trail East (U.S. 41) and Myrtle Lane as depicted on the 5396 Myrtle Lane Subdistrict Map. The purpose of this Subdistrict is to provide commercial land uses. Development within the Subdistrict shall be subject to the following:

a. All development within this Subdistrict shall be rezoned to a Planned Unit Development (PUD).

b. The PUD Ordinance must include development standards and buffers to ensure compatibility with surrounding properties.

c. Allowable uses shall be limited to:

1. A maximum of 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses shall be permitted within the CPD. No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the uses permitted by right in the C-1 through C-3 Zoning District and the following uses.

2. Automotive rental and leasing (7513 and 7519)

3. Outdoor equipment rental and leasing (7359)

4. Indoor storage, including cube storage and moving supplies sales (4225 and 4226)

5. Propane gas dealers, including grilling and propane accessories (5984)

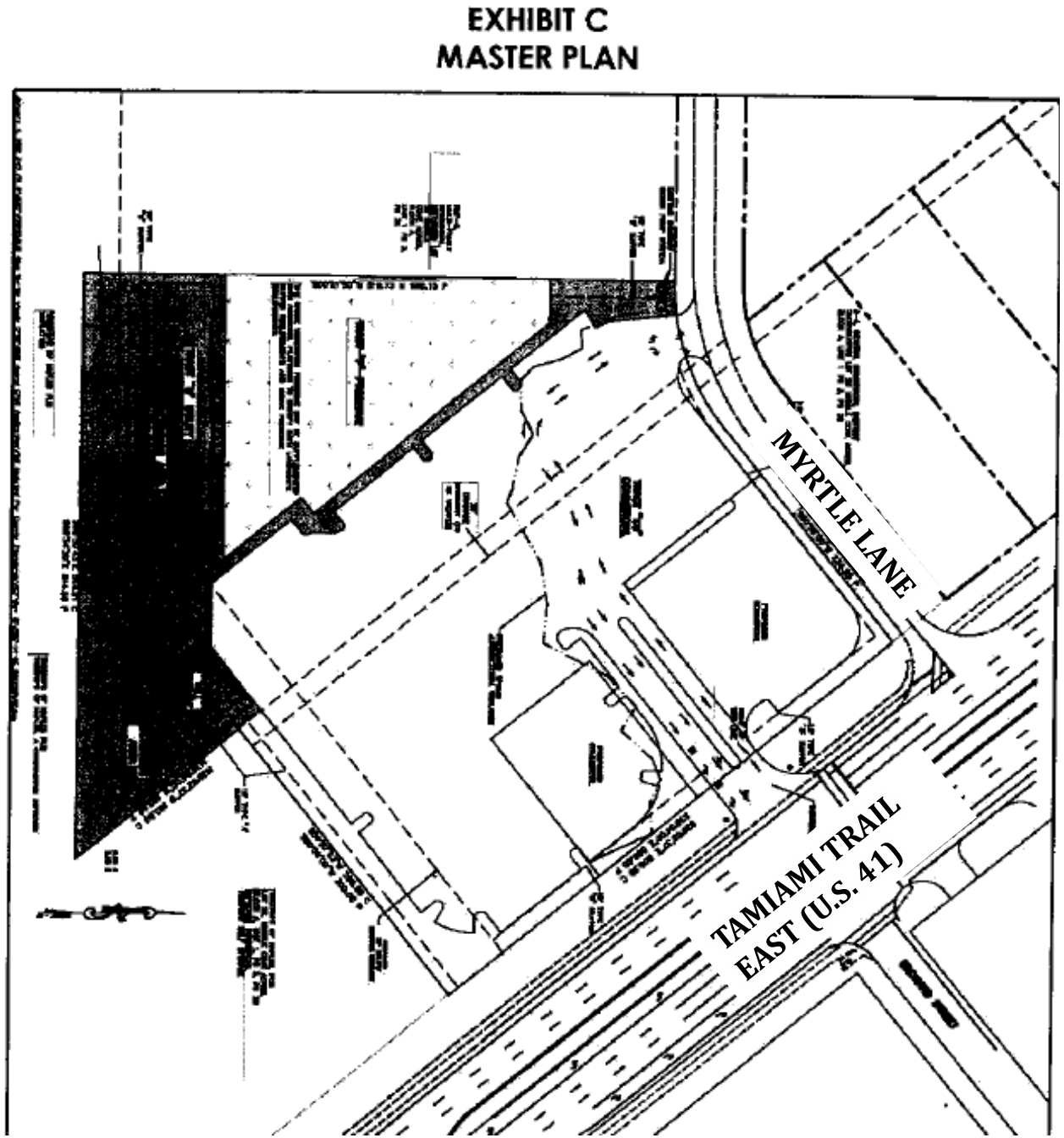
6. Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.

d. Development is limited to a maximum intensity of 200,000 square feet of gross floor area for indoor self-storage/warehouse and a maximum of 3,000 square feet of gross floor area for retail uses.



APPROVED MASTER PLAN

Ordinance 08-09



PROPOSED MASTER PLAN

SITE SUMMARY

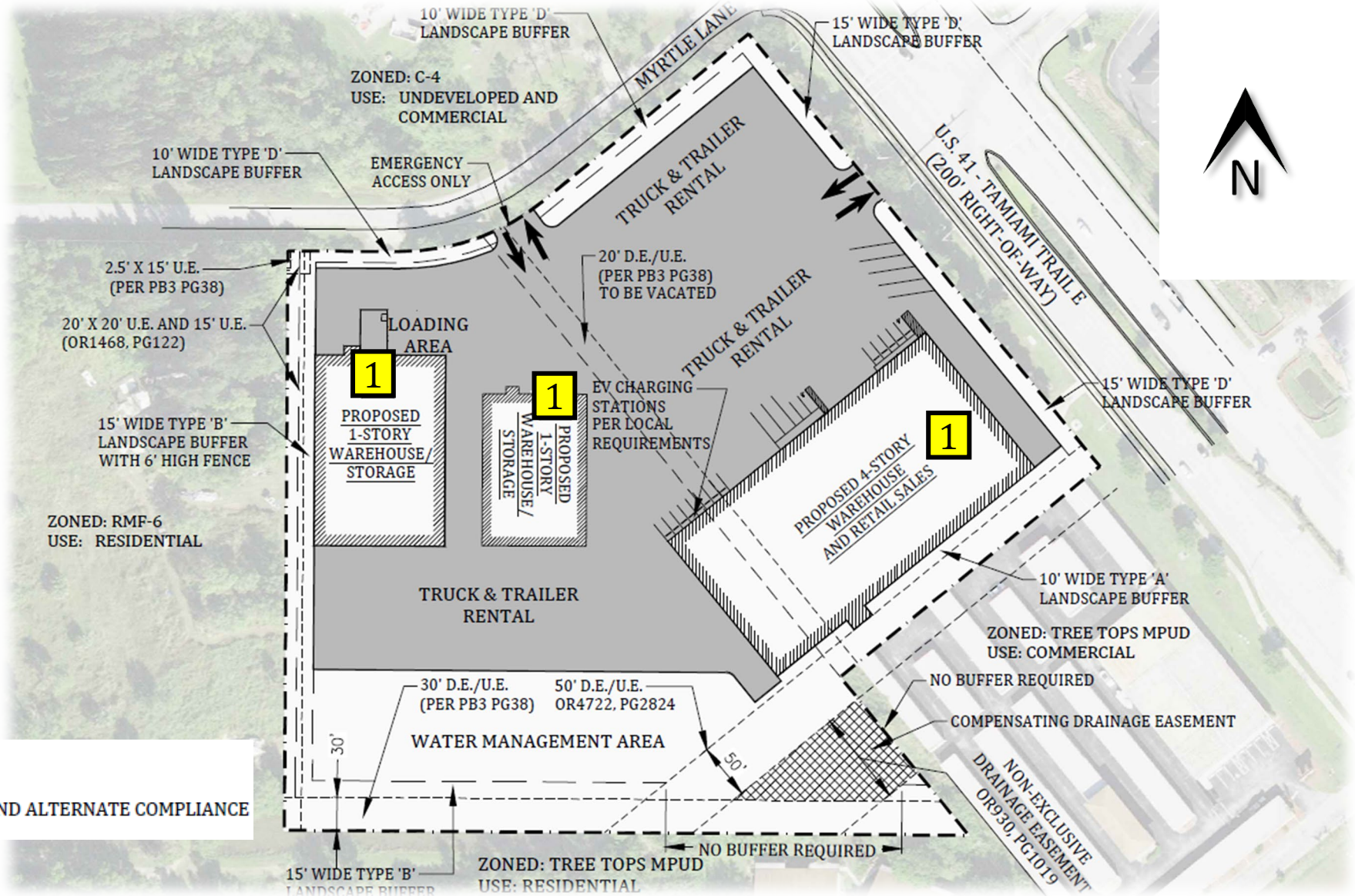
TOTAL SITE AREA: 8.24± ACRE

COMMERCIAL	5.81± AC (71%)
WATER MANAGEMENT	1.94± AC (23%)
LANDSCAPE BUFFERS	0.49± AC (6%)

SELF STORAGE/WAREHOUSE: MAXIMUM 200,000 S.F.
RETAIL: MAXIMUM 3,000 S.F.

OPEN SPACE:
REQUIRED: 30%
PROVIDED: 30% (WITHIN THE OVERALL PUD)

PRESERVE:
REQUIRED: 0± ACRES (0 ACRES NATIVE VEGETATION X 15%)
PROVIDED: 0± ACRES



DEVIATIONS (SEE EXHIBIT E)

1 RELIEF FROM LDC SECTION 5.05.08, DEVIATIONS AND ALTERNATE COMPLIANCE

CONCEPTUAL SITE RENDERING



A&M ASSOCIATES, INC.
2727 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85004
P: 602.263.6841

PROPOSED PERMITTED USES

A. Principal Uses:

1. A maximum of 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses shall be permitted within the CPD. No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the uses permitted by right in the C-1 through C-3 Zoning District and the following uses.
2. Automotive rental and leasing (7513 and 7519)
3. Outdoor equipment rental and leasing (7359)
4. Indoor storage, including cube storage and moving supplies sales (4225 and 4226)
5. Propane gas dealers, including grilling and propane accessories (5984)
6. Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.

B. The following uses are prohibited:

1. Animal specialty services (0752)
2. Automotive Services (7549)
3. Educational plants and public schools
4. Group Care Facilities
5. Membership organizations, miscellaneous (8699)
   a. Farm granges
   b. Humane societies
6. Parking Lots/Structures (7521)
7. Personal services, miscellaneous (7299)
   a. Bartering services
   b. Comfort station operation
   c. Escort service
   d. Turkish baths
8. Public administration (9661)
9. Retail services - miscellaneous (5999)
   a. Monuments/tombstones
   b. Sales barns
10. Valet parking

C. Accessory Uses:

Accessory uses and structures customarily associated with the permitted principal uses and structures, including, but not limited to:

1. Electric vehicle charging stations
2. Essential services
3. Minor auto service and repair, for rental/leased vehicles only
4. Signage
5. Water management
6. Any other accessory use which is comparable in nature with the foregoing list of permitted accessory uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.

PROPOSED DEVELOPMENT STANDARDS

TABLE I
COMMERCIAL DEVELOPMENT STANDARDS

	PRINCIPAL USES	ACCESSORY USES
MINIMUM LOT AREA	10,000 SQUARE FEET	N/A
MINIMUM LOT WIDTH	100 FEET	N/A
MINIMUM YARDS (External)		
From Tamiami Trail East ROW (Front)	25 FEET	25 FEET
From Eastern PUD Boundary (Side)	25 FEET	10 FEET
From Western PUD Boundary (Side)	25 FEET	15 FEET
From Southern Boundary (Rear)	25 FEET	15 FEET
MINIMUM YARDS (Internal)		
Internal Drives/ROW	10 FEET	0 FEET
Rear	10 FEET	10 FEET
Side	10 FEET	10 FEET
MINIMUM DISTANCE BETWEEN STRUCTURES	10 FEET	10 FEET
MAXIMUM HEIGHT		
Zoned	60 FEET	25 FEET
Actual	70 FEET	25 FEET
MINIMUM GROSS FLOOR AREA FOR ANY PERMITTED USE	700 SQUARE FEET	N/A
MAXIMUM GROSS FLOOR AREA FOR PUD Indoor Self Storage/warehousing ~~Retail and Service~~Other uses	200,000 SQUARE FEET 3,000 SQUARE FEET	N/A

NEXT STEPS

- **File resubmittal**
- **Hearing Notices mailed to adjacent property owners within 500 feet of the subject property.**
- **Hearing sign posted on property advertising hearing dates.**

- **<u>HEARING DATES:</u>**
  - **CCPC – TBD, 9:00 a.m., Collier County Government Center, 3299 Tamiami Trail East, 3rd floor BCC Chamber, Naples, FL, 34112**
  - **BCC – TBD, 9:00 a.m., Collier County Government Center, 3299 Tamiami Trail East, 3rd floor BCC Chamber, Naples, FL, 34112**

PROJECT DOCUMENTS AND INFORMATION

Project information and a copy of this presentation can be found online:

WWW.GRADYMINOR.COM/PLANNING

Collier County Growth Management Department (GMD) Public Portal:

CVPORTAL.COLLIERCOUNTYFL.GOV/CITYVIEWWeb

Petition Numbers: PL20230016211 and PL20230016212

CONTACTS:

- **Q. Grady Minor & Associates, P.A.:** Sharon Umpenhour, Senior Planning Technician; sumpenhour@gradyminor.com or 239.947.1144

- **Collier County Staff:** Parker Klopf; Parker.Klopf@colliercountyfl.gov, (239) 252-2471
  Laura DeJohn; Laura.DeJohn@colliercountyfl.gov, (239) 252-5587

SIGN POSTING INSTRUCTIONS

(CHAPTER 8, COLLIER COUNTY ADMINISTRATIVE CODE FOR LAND DEVELOPMENT)

A zoning sign(s) must be posted by the petitioner or the petitioner's agent on the parcel for a minimum of fifteen (15) calendar days in advance of the first public hearing and said sign(s) must be maintained by the petitioner or the petitioner's agent through the Board of County Commissioners Hearing. Below are general guidelines for signs, however these guidelines should not be construed to supersede any requirement of the LDC. For specific sign requirements, please refer to the Administrative Code, Chapter 8 E.

1. The sign(s) must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
2. The sign(s) must be securely affixed by nails, staples, or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may not be affixed to a tree or other foliage.
3. The petitioner or the petitioner's agent must maintain the sign(s) in place, and readable condition until the requested action has been heard and a final decision rendered. If the sign(s) is destroyed, lost, or rendered unreadable, the petitioner or the petitioner's agent must replace the sign(s

NOTE: AFTER THE SIGN HAS BEEN POSTED, THIS AFFIDAVIT OF POSTING NOTICE SHOULD BE RETURNED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE FIRST HEARING DATE TO THE ASSIGNED PLANNER.

- - - -


PUBLIC HEARING NOTICE
5396 MYRTLE LANE COMMERCIAL SUBDISTRICT
AND 5396 MYRTLE LANE CPUD REZONE
(PETITION #: PL20230016211 & PL20230016212)
CCPC: NOVEMBER 21, 2024 - 9:00 A.M.
BCC: JANUARY 14, 2025 - 9:00 A.M.
COLLIER COUNTY GOVERNMENT CENTER, 3299
TAMIAMI TRAIL EAST, 3RD FLOOR, NAPLES, FL 34112
PARKER KLOPF: 239-252-2471 AND
LAURA DEJOHN: 239-252-5587


PUBLIC HEARING NOTICE
5396 MYRTLE LANE COMMERCIAL SUBDISTRICT
AND 5396 MYRTLE LANE CPUD REZONE
(PETITION #: PL20230016211 & PL20230016212)
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COLLIER COUNTY GOVERNMENT CENTER, 3299
TAMIAMI TRAIL EAST, 3RD FLOOR, NAPLES, FL 34112
PARKER KLOPF: 239-252-2471 AND
LAURA DEJOHN: 239-252-5587

Proposed Location: US Hwy 41 and Myrtle Lane, Naples FL 34113

Needs Analysis



Needs Analysis

Findings Summary

Objective:

The Needs Analysis illustrates the growth in Collier County in relation to the proposed location and how the proposed storage location will meet the new demand and benefit the County.

U-Haul is proposing a new center at US Hwy 41 and Myrtle Lane in Collier County. The facility would replace the existing U-Haul center at 2001 Tamiami Trail East, Naples FL. Our current location has reached capacity and offers limited number of services. Redevelopment of the current location is not feasible. For this reason, U-Haul Company has found a better location to relocate this operation in order to continue its business. It will act as a "One Stop Shop" Smart Mobility location, which offers variety of services which include self-storage, U-Haul truck and trailer share, propane, hitch and towing needs, charging stations and related retail sales (see next page).

Collier County is experiencing significant growth along Hwy 41. The growth is due to multiple new construction projects in the area and additional planned developments forthcoming.

The proposed location will serve 16,452 households within 3- mile radius trade area. This infill development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

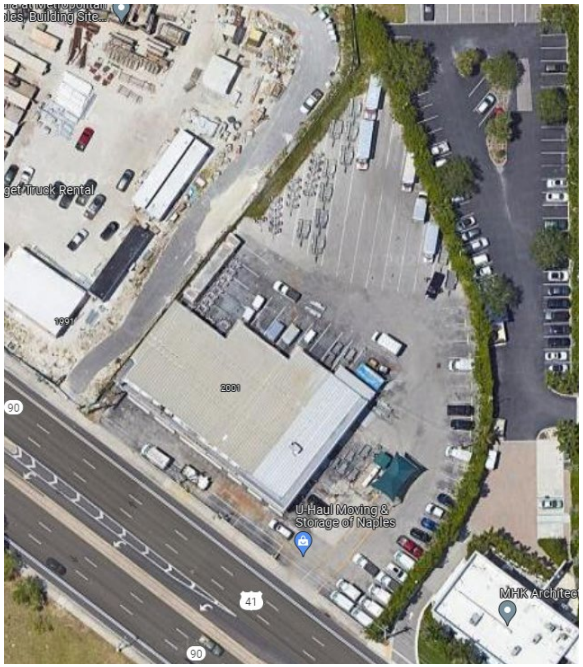
The proposed development requires a PUD amendment and a small- scale Growth Management Plan amendment.



Current location



Land Area: 1.02 acres
Building Gross: 11,909 SF , One- story



Because of the of the property size , the existing U-Haul location offers only limited services.

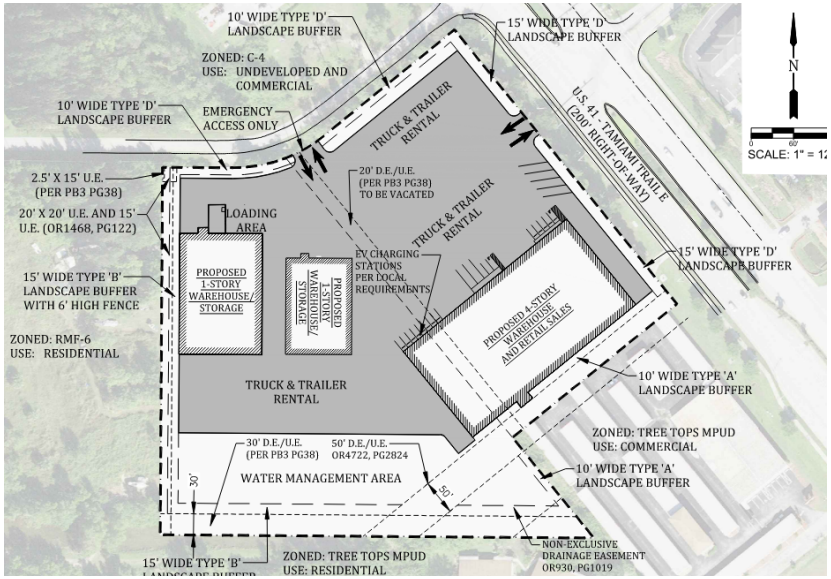
Offered services (limited):

- Self-storage (limited)
- Truck and trailed share
- Moving supplies
- Hitches and propane
- U- box storage (limited)

“One Stop Shop” Smart Mobility Proposed location



Land Area: 8.24 acres
Building Gross: 102,000 SF ,Three- story

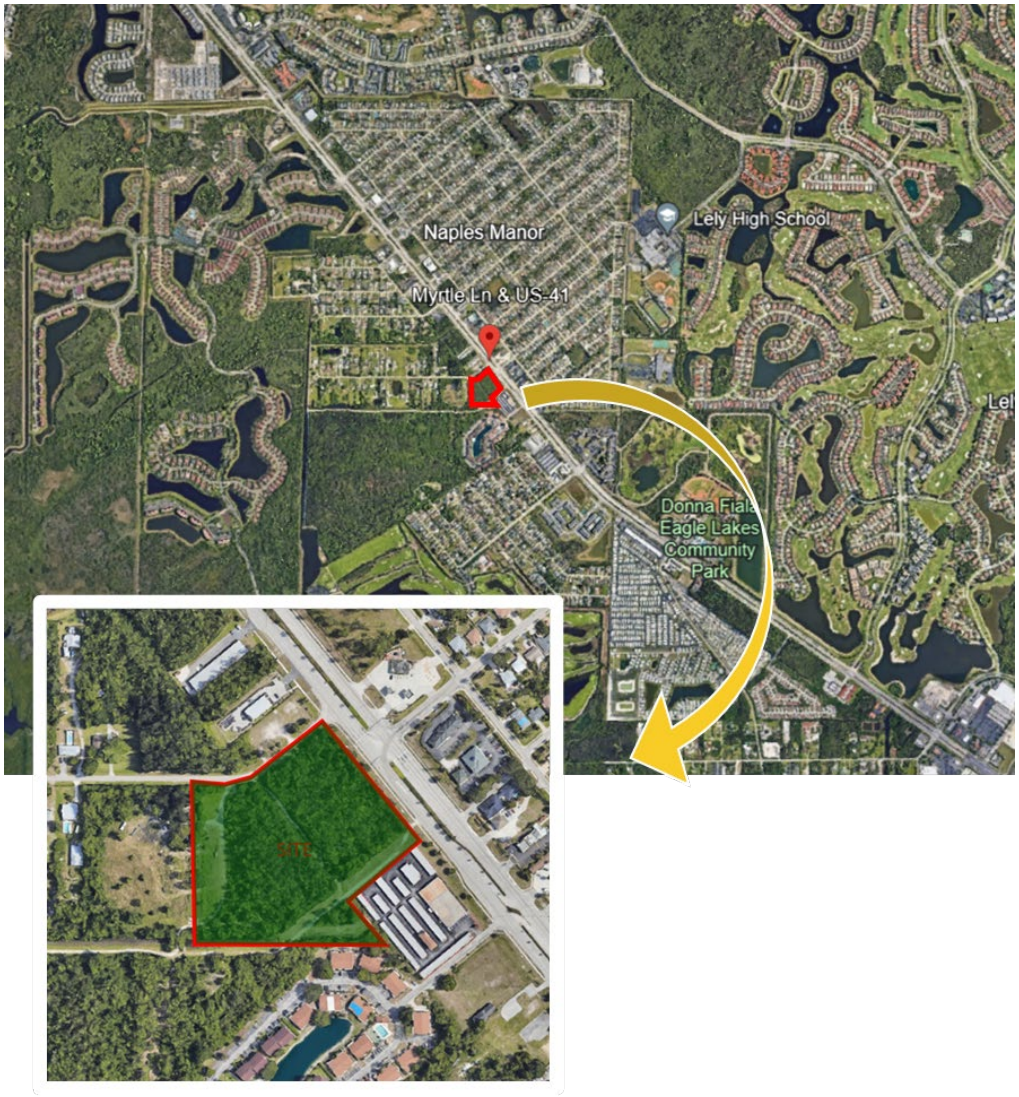


The U-Haul proposed site campus location will provide multiple products and services on the 8.24-acre site.

Offered services:

- Self-storage
- Truck and trailer share
- Moving supplies
- U- Box storage
- Hitches and towing needs
- Propane, accessories
- Moving labor
- College moving
- Military moving
- International moving
- Charging stations

Proposed Location/ Site Accessibility

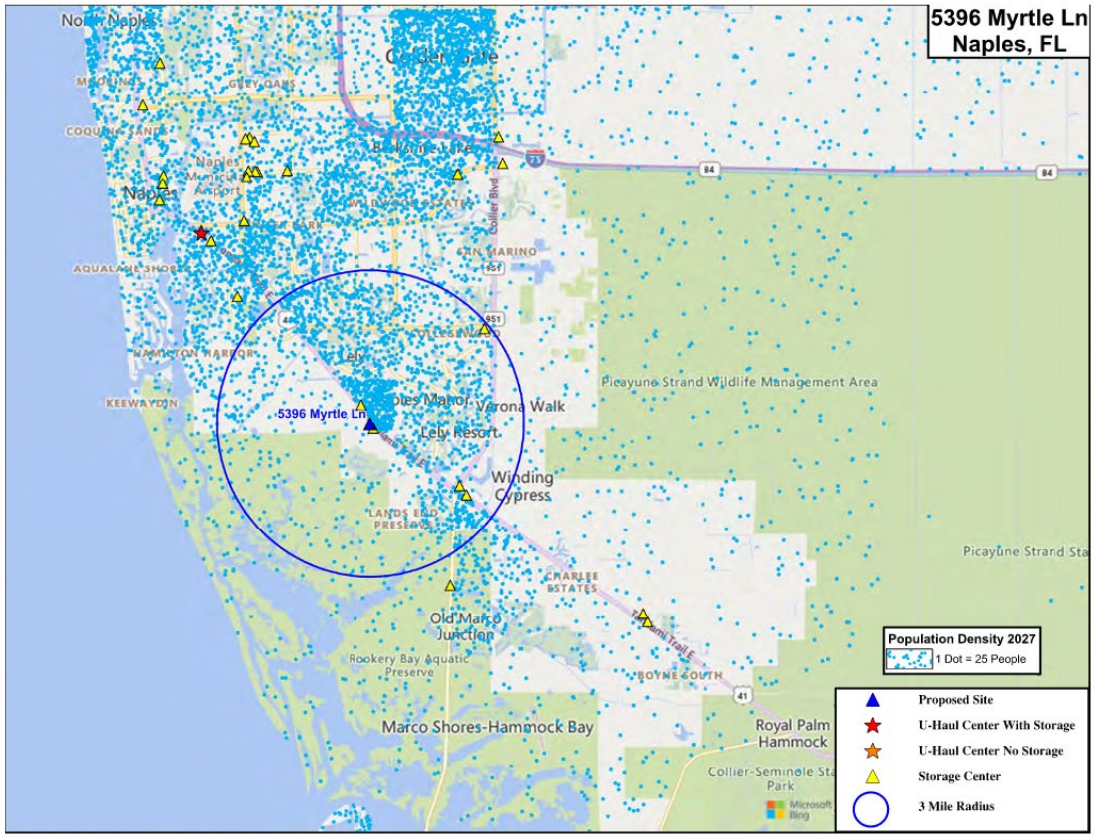


The property is currently vacant parcel. It is surrounded by residential properties, vacant lots and some commercial properties along US Hwy 41.

The site location along US Hwy 41 would make the proposed development ideal location to serve the residential community on both sides of the US Hwy 41. US Hwy 41/ Tamiami Trail E is currently a 6-lane major arterial road connecting Naples Florida with the rest of the Collier County.

U-Haul Moving and Storage is a convenience business. Our philosophy is to place U-Haul stores in high growth residential areas, where we fill a need for our products and services. Customers are made aware of the U-Haul store, primarily via drive-by awareness, much like that of a convenience store, restaurant or hardware store.
The proposed location will have approximately 25-30 employees.

Current Population & Projected Population Growth over 5 years



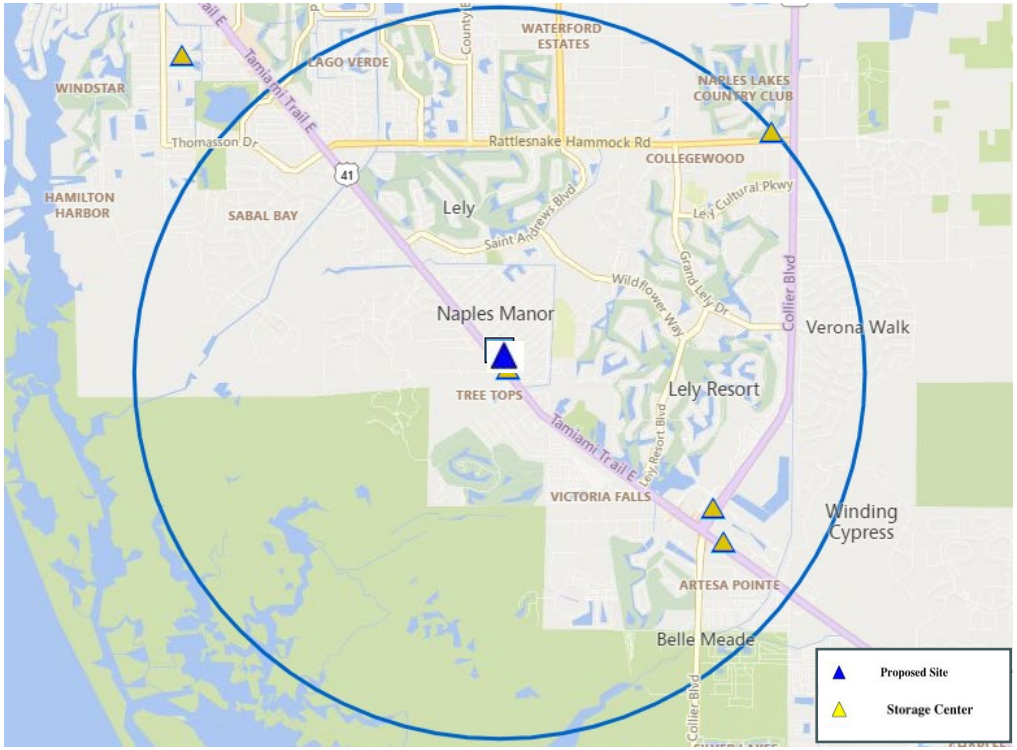
The map illustrates the location and intensity of the population growth that is expected to occur over the next five years. The growth is expected to contribute to a significant increase in the demand for storage that cannot be met by the current available storage locations.

Below is the estimated population data for the projected growth in the different trade areas and the county as a whole.

The current estimated population in the trade area is 39,204 residents, 16,452 households within a 3- mile radius. Collier County's estimated current population is 387,712 residents. The projected population growth over five years in the 3-mile radius trade areas is 12.5 %, which is a conservative number due to all new development coming in the area.

Trade Area	2022 Estimated Population	2027 Projected Population	5 Year Pop Increase	Total Pop Growth
1 Mile Radius	11,551	13,393	1,842	15.9%
3 Mile Radius	39,683	44,662	4,979	12.5%
5 Mile Radius	82,204	89,149	6,945	8.4%
Collier County	387,712	416,113	28,401	7.3%

Storage Saturation -3 miles



The map illustrates the proposed location of the U- Haul center and storage competitors within 3-mile radius trade area. Several of the competitors are old model drive up mini-storage facilities. The proposed U-Haul storage location with interior access climate-controlled storage is a modern storage center. Its campus will provide multiple products and services. It is referred to as " One Stop Shop"- self storage , U Box storage , truck and trailer share and related retail, EV charging stations, hitches, propane, etc.

Location Type	Entity#	MCO#	Entity name	Street	City	State
Storage Community	Naples	830	Cubesmart Self Storage	11400 Tamiami Trl E	Naples	FL
Storage Community	Naples	830	Storesmart	6810 Collier Blvd	Naples	FL
Storage Community	Naples	830	Public Storage	13191 Tamiami Trl E	Naples	FL
Storage Community	Naples	830	Extra Space Storage	7391 Rattlesnake Hammock Rd	Naples	FL

5396 Myrtle Lane, Naples FL Competitors - 3 miles Marketing Area Propensity (MAP)

The table provides information regarding the type of facilities the competitor sites include within 3-mile radius.
Two storage competitors are of a newer type storage with 100% climate- controlled storage facility. The other two competitors include older model storage with climate and non climate storage.
This shows that trend in the industry that that storage has changed from a drive- up industrial use to climate controlled commercial use.

The additional sites provided for future development include two, which are Car Condos and the third was already included in our analysis, which is Public storage.

MAP - (Market Area Propensity) - 10.90 MAP indicates we are underserving the community based on the number of locations, storage NRSF available, and population within the area.

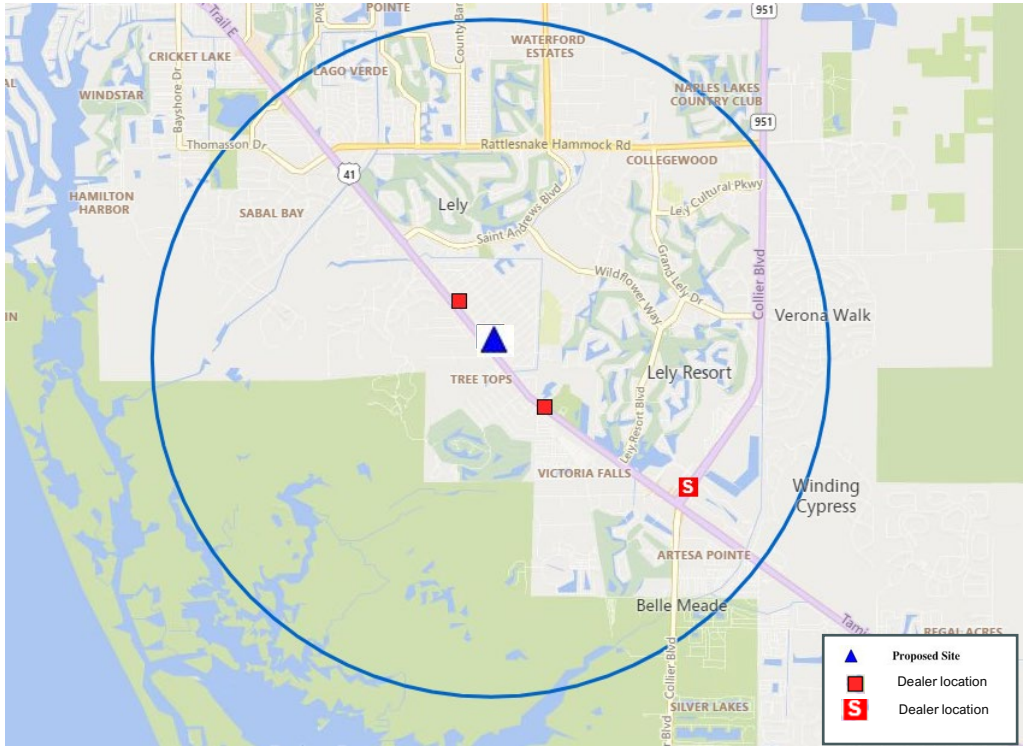
MAP of 20 or below is an indicator for us to be in the community and shows us that the community is underserved.

5396 Myrtle Lane, Naples FL Competitors **3 Miles**
Marketing Area Propensity Calculation

Storage Facility	Approximate Sq Foot		
	Climate	None Climate	Total Sq ft
Cube Smart 11400 Tamiami Trail E Naples FL 34113	56,000	24,000	80,000
Public Storage 13191 Tamiami Trail E Naples FL 34114	105,000	0	105,000
Midgard Self Storage 6810 Collier Blvd Naples FL 34114 (formaly known as Storesmart)	35,000	15,000	50000
Extra Space Storage 7391 Rattlesnake Hammock RD Naples FL 34113	70,000	0	70,000
Proposed U-Haul Myrtle Lane Naples FL 34113	102,000	0	102,000
Total	333,000	39,000	372,000

305,000 Sq Ft of Competitor Storage plus 102,000 Proposed U-Haul = 407,000 Sq Ft of storage in 3 miles
Population in 3 miles = 41,000
Storage Facilities in 3 miles = 4
Ave Sq Ft of 4 Storage Facilities=76,250
4x76,250= 305,000 + 102,000 = 407,000 Divided by 41,000 population = 10.90 MAP

Storage Dealers- 3 miles



The map illustrates the location U- Haul dealers within 3-mile radius trade area. The dealers typically would only have a few rental trucks on their lots. Our dealers are local area residents who understand the goals and challenges of the community in which they live and work. They strive to provide quality products and services to ensure their own success, and in turn, support neighboring commerce. Through expanding economies, the U-Haul business model allows local dealers the ability to serve and support the community while improving their own chances of sustainable business outcomes.

Location Type	Entity#	MCO#	Entity name	Street	City	State
Dealer	035051	830	Exxon Gas Station	11163 Tamiami Trail E	Naples	FL
Dealer	029610	830	Global Mail & Ship	11522 Tamiami Trail E	Naples	FL
Dealer	008784	830	Midgard Naples 1	6810 Collier Blvd	Naples	FL

Demographic Data Source

The demographic data used in this analysis was licensed by Alteryx from Experian US. The vintage used was from their 2022 Q3 release. This data is available at several geographic levels: County, ZIP Code, Census Tract, and Block Group. It contains a wide range of demographic variables, including, but not limited to housing counts, population counts, income variables, home ownership, housing types, age characteristics, occupation, and seasonality metrics. Furthermore, Experian US also provides 5-year housing, population, and income projections.



Additional Considerations and benefit to Collier County

- U-Haul strives to locate stores within high demand communities to increase convenience and access for DYI moving customers while reducing traffic congestion and emissions. U-Haul centers generate less traffic than other retail or commercial uses.
- U-Haul and The Conservation Fund have worked together since 2007 to raise both money and awareness to address climate change by planting trees and restoring forests.
- The partnership has grown to include urban conservation and green economy opportunities which are creating green jobs, reducing neighborhood flooding, and providing safe places to play in underserved communities.
- It is our desire to improve the quality of the existing property by implementing sustainability features, such as energy efficient LED lighting , energy efficient windows and HVAC units, local building materials, sustainable site design features.
- The proposed U-Haul center would add to the property value and increase the tax base, which strengthens the economic base of the community.
- U-Haul also promotes social and economic sustainability, more than 18 million customers rented U- Haul trucks and trailers in 2021 nationwide. U-Haul provides positive economic support to a community by attracting customers from different regions.





Additional Consideration and benefit to Collier County

- This added customer base, increases awareness of other nearby merchants and fosters relationships that may bring new business to the city, ensuring a viable, expanding local economy.
- Increased business traffic may require hiring additional employees, improving the quality of life for residents needing work to support themselves and/or their families.
- U-Haul has a successful and reliable track record of stability and reliability and, is a devoted neighbor in over 1,000 communities in North America. Strengthened with 77 years of DYI moving and storage expertise, U-Haul is a reliable anchor business attracting customers from within and around Collier County community.
- This proposed U- Haul storage location will increase exposure and support many neighboring small businesses, adding to the County's economic success and resilience.



Image courtesy of Google Earth

Conclusion

The Needs Analysis illustrates the growth in Collier County and justifies the need to relocate U-Haul to this location, where we can provide all the amenities and services that our business offers.

The proposed location offers numerous advantages due to the “One Stop Shop” Smart Mobility operation, part of U-Haul’s business model and is contributing positively to the local community. Collier County is known for its affluent population and robust economy, making it an ideal location for a U-Haul facility. The county’s steady population growth, combined with high number of seasonal residents, indicates a consistent demand for self-storage solutions and truck rental services.

Significant population growth is projected in the area served by the proposed U- Haul storage center along US Hwy 41. The proposed center aligns with Collier County's economic, demographic, and environmental dynamics. The venture is poised to contribute positively to the County's development, offering valuable services that cater to the needs of both residents and businesses while adhering to the local environmental and community standards.



CITY OF PHOENIX
AUG 1 2 2022
Planning & Development
Department

PLANNED UNIT DEVELOPMENT
LAND USE & STANDARDS NARRATIVE

U-Haul Smart Mobility Center Flagship Store

3rd Street & Thomas Road
Midtown Phoenix



U-Haul Smart Mobility Center Flagship Store

Case No. Z-64-19-4
First Submittal: 12/05/2019
Second Submittal: 04/06/2020
Third Submittal: 06/22/2020
Fourth Submittal: 09/24/2020
Hearing Draft: 12/10/2020
City Council Adopted: 03/03/2021

PUD Disclaimer

A Planned Unit Development ("PUD") is intended to be a stand-alone document of zoning regulations for a particular project. Provisions not specifically regulated by the PUD are governed by the zoning ordinance. A PUD may include substantial background information to help illustrate the intent of the development. The purpose and intent statements are not requirements that will be enforced by the City. The PUD only modifies zoning ordinance regulations and does not modify other City Codes or requirements. Additional public hearings may be necessary, such as, but not limited to, right-of-way abandonments.

This PUD provides the regulatory zoning provision designed to guide the implementation of the overall development plan through the City of Phoenix development review and permit process. The provisions provided within this PUD shall apply to all property within the PUD project boundary. The zoning and development standards provided herein amend various provisions provided by the City of Phoenix Zoning Ordinance (as adopted and periodically amended). In the event of a conflict between a use, a development standard, or a described development procedure between the City of Phoenix Zoning Ordinance and the PUD, the PUD shall prevail.

Principals & development Team

Property owner / developer	U-Haul International 2727 N. Central Ave. Phoenix, AZ 85004
Architect	RKAA Architects, Inc. 2233 E. Thomas Rd. Phoenix, AZ 85016 Attn: Robert W. Kubicek Phone: (602)955-3900 Email: rkubicek@rkaa.com
Civil Engineer	TBD Address Address Attn: Phone: Email:
representative	Amerco Real Estate Company 2727 N. Central Ave. Phoenix, AZ 85004 Contact: Parul Butala Phone: (602)263-6555 Email: parul@uhaul.com

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G. Infrastructure.....17

Exhibits

a. Aerial Photograph

b. Parcel Map

c. Existing Zoning Map

d. Context Plan

e. Conceptual Site Plan

f. Conceptual Building Elevations

g. Materials

h. Renderings

i. Sign Exhibit

j. U-Haul Smart Mobility Center Flagship Store Floor Plan

k. Landscape Plan

A. Purpose and intent

1.) Executive Summary

Upon being discharged from the Navy in the summer of 1945, after World War II, 29-year-old L.S. “Sam” Shoen and his wife Anna Mary tried to rent a utility trailer to move their possessions from Los Angeles to Portland, Oregon. It couldn't be done. They had to take only what they could fit in the car. During that trip they recognized the widespread need for do-it-yourself moving equipment that would be available on a one-way, nationwide basis. U-Haul International was formed. Their visionary approach spread the cost of ownership among many users, facilitating the mobility of the populations of the U.S. and Canada. The covered wagon of the pioneers morphed into orange U-Haul trailers. In the process, an industry was born.

On July 4, 1967 U-Haul moved its corporate headquarters to the Central Towers on Central Avenue in Phoenix. Since that time U-Haul has grown to a publicly traded company operating over 2,000 moving centers across the US and Canada, as well as 20,000 independent dealers. U-Haul is proud to call the City of Phoenix home, employing over 1,700 people at the Central Avenue Corporate headquarters. As U-Haul continues to grow, the need for expansion and continual modernization of the business has prompted major renovations to the Towers buildings and the surrounding property. This Planned Unit Development is a part of a larger vision to create a true Flagship Store for U-Haul International. Recently, other improvements throughout the U-Haul Center have been proposed for development including a fitness and conference center. This Planned Unit of Development aims to bring a storage and moving center to the Flagship Store that will serve the needs of the Midtown Phoenix residents while at the time showcasing a flagship Smart Mobility Center at the heart of the U-Haul home.

2.) U-Haul Flagship Store Overview

The purpose of the U-Haul Smart Mobility Center Flagship Store Planned Unit Development (PUD) is to create specific standards to guide the development of the approximate 0.81 net acres of property located approximately 250 feet west of the southwest corner of 3rd Street and Thomas Road (the "Property") in the Encanto Village of Phoenix.

This PUD is being utilized to incorporate development standards generally consistent with the City of Phoenix Walkable Urban Code (WU Code) as related to the Transit Overlay District (TOD-1) where the Property is located. While the intention of this PUD is to follow the WU Code guidelines, some standards and land use regulations have been modified to meet the needs of the proposed development. The PUD only modifies zoning ordinance regulations and does not modify other City Codes or requirements

The WU Code is a form-based code intended to encourage multiple modes of transportation through designing the urban environment in a way that brings an appropriate mixture of density, activity, and services to areas identified through the Midtown TOD Policy Plan. The Property is located within the Midtown TOD Policy Plan Area with a recommended transect designation of Transect T5:7, a medium intensity district characterized by a mix of building types adjacent to the light rail corridor. Recently developed, and future planned residential development throughout Midtown, and specifically in close proximity to the Property will expand the density of this area. U-Haul's proposed development at this location will support the vision of the Midtown TOD Policy Plan by providing services to the increasing residential population, reinforcing the mixture of land uses and transit options promoted by the goals of the WU-Code.

The use is a minimal-impact type of development in that it can compatibly be located next to the existing adjacent uses and buildings. It is also a necessary amenity to the many multi-family communities nearby. With the growing number of multi-family residential uses, which are inherently smaller than traditional single-family residential housing there is a great demand for this use.

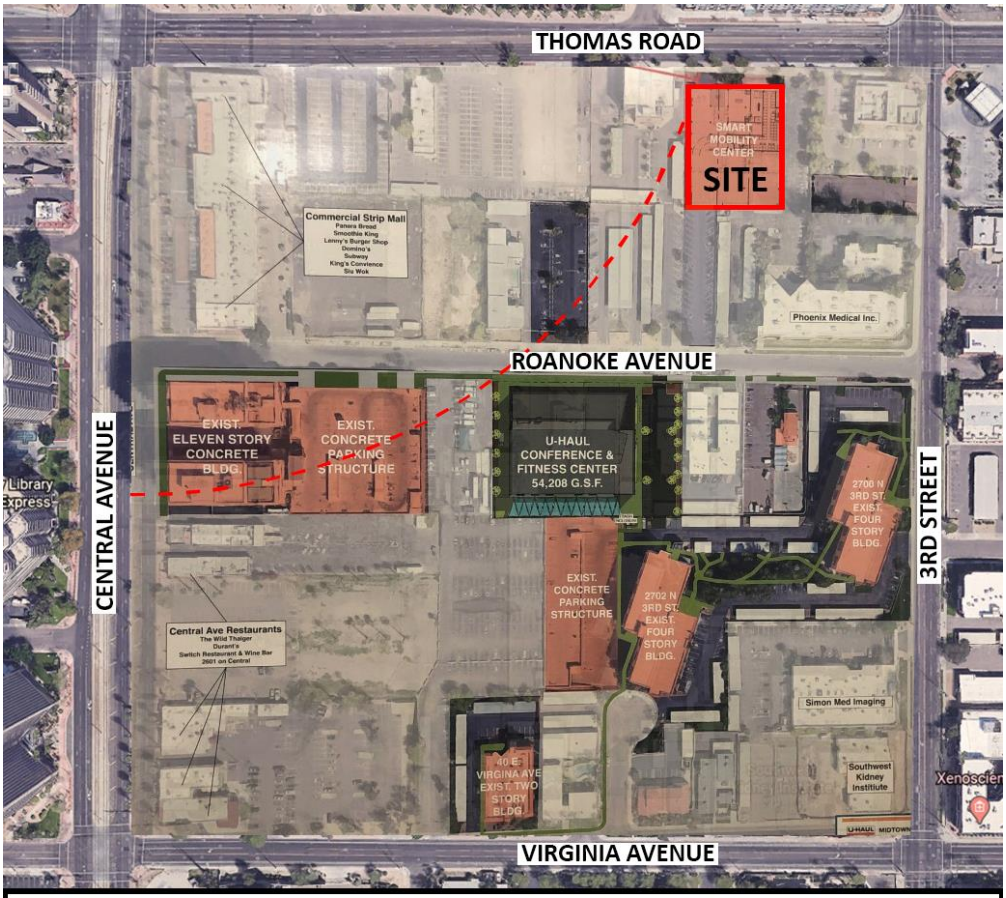
The proposed self-storage facility will offer the best in service, employees, processes, technology, and customer service industry-wide. U-Haul facilities are clean and professionally managed by courteous, knowledgeable and professionally trained customer-oriented managers.

This proposed facility is conveniently located for customers and is equipped with industry-leading security features that are standard at all their developments. Additionally, the facility will be equipped with interior and exterior 24-hour video surveillance equipment. This self-storage facility will be efficiently climate controlled to improve the customer's experience and peace of mind, which is a reflection of the quality standards planned for this development.

When U-Haul first moved to the Central Towers in 1967, they only occupied a portion of the towers, sharing the buildings with other tenants. Today, U-Haul and its affiliate companies not only occupy the towers in their entirety but have accumulated a large portion of the property between Central Avenue and 3rd Street. The operations throughout these five buildings range greatly but are all related to furthering U-Haul's pursuit of being a successful mobility company.

Recently there have been efforts taken to transform the multitudes of properties into a cohesive corporate center. In June 2018, under zoning case number Z-30-18-4, the City of Phoenix approved a rezoning of an existing parking area that will hold a conference center and fitness center. Those improvements to the U-Haul corporate center are currently under construction and expected to be complete by summer 2021.

Efforts are being taken to improve connectivity throughout the campus, including walking and cart paths between buildings and parking areas. A shaded, striped 3' wide pedestrian path will be constructed between the flagship storage center and Roanoke. The proposed Smart Mobility Center Flagship Store will tie the whole U-Haul system together by exhibiting the core substance of the company's purpose in a flagship store where the Corporate Headquarters will be integrated with a working business that provides a much-needed service to the surrounding community.



AERIAL MAP

3.) Smart Mobility

The heart of the U-Haul Smart Mobility Center Flagship Store is the operation of a self-storage facility and vehicle sharing. The Smart Mobility Center is a new concept to U-Haul; the first Smart Mobility Center was created in Tallahassee, Florida while the second was recently approved as an adaptive re-use project on Baseline Road in South Phoenix. A signature component of the Smart Mobility Center is proximity to public transit in an urban setting. We have found that a large portion of U-Haul customers will utilize public transportation when visiting a moving center to obtain the equipment they need. Additionally, the Smart Mobility Center Flagship Store offers car sharing for those rely on public transit and/or bicycling in their everyday lives and only have occasional need for a passenger vehicle. The other dynamic driving the Smart Mobility concept is that many residents in urban areas have down-sized to smaller homes and have a need for self-storage that is easily accessible. These factors all play a synergistic role in siting a suitable location for a Smart Mobility Center, enabling us to support sustainable transportation by providing a hub for car and truck sharing a permitted use, as well as a retail center where customers can arrange for storage space and purchase moving supplies.

4.) Project Design Concept

The Project consists of a six-story building set forward towards Thomas Road. The Property ingress and egress will be from one access point, one on Thomas Road that is aligned to form a single, thru-driveway ensuring safe and convenient movement. The building design itself is reflective of the building design guidelines set forth in the WU-Code. The façade surfaces are broken up into surfaces existing on different planes, creating an aesthetically interesting view from Thomas Road. A mix of colors and building materials are incorporated into the design to avoid monotony of a large building surface mass.

A retail showroom, detached sidewalk, trees, shrubs, benches and colored stamped concrete paths will front Thomas Road creating an active streetscape presence. The frontage entry to the showroom is provided by a storefront style door adjacent to the sliding door. The frontage of the building will be also be shaded as encouraged by the WU-Code landscape guidelines. The ground level portion of the building, is primarily utilized for the vehicle sharing uses and parking. Customer parking is out of view of Thomas Road, providing the pedestrian friendly streetscape that the WU-Code encourages. Floors 2-6 of the building are reserved for self-storage uses.

The self-storage portion of the building interior will contain storage units of varying sizes from 5'x5' units to 10'x15' units. Storage units are filled and emptied by customers who have access to their units during facility operating hours. All U-Haul storage customers are issued a card-swipe style identification card that must be used to gain access to their room. This is but one of many security policies which protect the customer's belongings and decrease the ability of unauthorized access to the facility.

B. Land Use Plan

The Property is located within 1000 feet of the Central and Thomas light rail station and consequently in the Transit Overlay District (TOD-1), it is approximately 0.81 net acres. Additionally, the Property is fronted by Thomas Road, a major arterial street with one of the most active bus routes in the Valley. This area of mid-town is in the process of seeing significant residential growth and a resurgence of commercial activity. The options that the Smart Mobility Center Flagship Store will offer for surrounding residents will be a welcome, and successful addition to the community. This PUD and the accompanying application requests approval to allow self-storage uses on this Property. This proposal generally follows the guidelines and regulations of

the Walkable Urban Code as envisioned by the Midtown Policy Plan for transit-oriented development, while also adding self-service storage as a permitted use.

The development will be accessed from one driveway on Thomas Road. This self-storage use will have little impact on adjacent properties, due to very low vehicular traffic. Furthermore, it is not anticipated that this use will have an adverse effect on peak hour movement. With this low traffic volume, the single driveway is sufficient.

The current property is a parking lot and zoned P-1 see Exhibit C Existing Zoning Map.

The uses described in WU-Code Table 1306.1 (Land Use Matrix) of the Ordinance guide the uses permitted within this PUD. In addition, self-storage warehousing is a permitted use within this PUD. Self-storage and retail sales are the primary uses of the Smart Mobility Center. Truck and trailer leasing and parking shall be located within a building as described in the development standards table.

C. Development Standards

Unless specifically modified herein, the PUD will follow WU-Code standards related to Transect T5:7, as described in Chapter 13 of Zoning Ordinance. Transect T5:7 will govern the site unless deviations are specified. We are proposing the following deviations from the T5:7 transect of the WU-Code development standards.

The table below represents the development standards proposed as part of this PUD and how they compare to that of the standards of the Midtown T5:7 Transect of the WU-Code. The table will apply to self-service storage, car-share, and household moving center only, other T5 uses permitted should defer to WU Code T5:7. No exterior self-storage is proposed.

1. Development Standards Table

Section	Title	Applicability
1301	Code Administration	No Changes. The PUD will meet the requirements of this section.
1302	Transect Districts	No Changes. The PUD shall be developed per Transect T5:7.
1303	Transect Lot Standards	The PUD will meet the requirements of this section aside from three deviations: 1303.2 1.) The 6th floor shall have 0% glazing. 2.) 66-foot maximum height and 0 feet of building stepbacks.
1304	General Site Development Standards	The PUD will meet the requirements of this section aside from one addition: 1304.F.1. 1.) 100% shade over the public sidewalk.
1305	Frontage Standards	No Changes. The PUD will meet the requirements of this section.
1306	Land Use Matrix	No Changes except of household moving center, car sharing, and self-storage by right with at least 8 leasable U-Haul vehicles max.
1307	Parking Standards	The PUD will meet the requirements of this section, as applicable to the T5:7 transect, with three additions. 1307.H.6.c.(1) 1.) A bicycle repair station (Fix-it-Station) shall installed outside the building, in a conspicuous location, and accessible from the public sidewalk. 3.) The development shall include a total of 28 parking spaces. The modified parking standard shall only apply to the new uses added by the PUD.
1308	Signage Standards	The PUD will meet the requirements of this section aside from one deviations and requirements found in Section E. Signs on page 14.
1309	Landscape Standards	The PUD will meet the requirements of this section, as applicable to the T5:7 Transect, with the additional requirement that the Thomas Road frontage be planted with a minimum of seven (7) drought tolerant shade trees with 25 percent four-inch caliper and the remainder being three-inch caliper or greater.
1310	Open Space Standards	No Changes. The PUD will meet the requirements of this section.
1311	Design Development	No Changes. The PUD will meet the requirements of this section.
1312	Character Areas	The PUD will meet the requirements of this section, as applicable to the T5:7 Transect, for the Transit Midtown Character Area, with three additions and clarifications: Section 1312.C.1.b. 1.) Trees as required per the Section 1309 and as modified by the Section 1309 reference in this table, in addition to shrubs to provide 75% groundcover between the sidewalk and the building frontage, excluding vehicular driveways. 2.) The development shall include 4 benches along the arterial street (Thomas Road) as architectural public elements. 3.) 1. Street entrances from the sidewalk shall be designed with stamped colored concrete.

1313	Design & Standards	No Changes. The PUD will meet the requirements of this section.

2. Enhanced streetscape

The proposed site enhancements will help promote pedestrian walkability in the area. The development will feature four benches, bicycle repair station and four bicycle spaces accessible from the public sidewalk along Thomas Road. Additionally, colored stamped concrete on entrances within the public right of way.

3. Shade

This development will incorporate shading elements such as 21 covered parking spaces on the first floor, and the landscape shaded streetscape. Additionally, the entrance awning extending 5' from the building and the 6 story, 66-foot-high building provides 100% shade to the public sidewalk. Shade calculations are based on the Summer Solstice at 12:00 noon.

4. Landscape

Plant types are as outlined below and in the conceptual landscape plan of this PUD. The conceptual landscape plan is at Exhibit K. Trees along Thomas Road will consist of 3" and 4" caliper trees at 20 feet on center. Shrubs and ground cover along Thomas Road will consist of (98) 5-gallon shrubs.

D. Design Guidelines

The development shall be designed with four-sided architecture with a modern appearance so as to offer pleasing views to adjacent property owners, residents, customers, and users of Thomas road. The enhanced landscaping along Thomas will aid in transitioning uses from the building into the pedestrian experience. The design functions have been created to develop this relationship between the building and the pedestrian environment.

The proposed building elevations shall include massing, articulation, and proportion of materials, as seen in the elevations provided at Exhibit F and materials at Exhibit G. Materials and colors have been chosen for a more modern design, which include black anodized metal storefront, integral color CMU block in white, grays, whites and blue tone metal panels, as well as a metal awning with a blue accent color. The design includes varied roof lines on each elevation, window placements along the north, east and west elevations on floors one through five, and building recess along the north elevation. Additionally, tower offsets shall be included along the north, east and west elevations. The exhibits provided depict one 6-story commercial building. Unless modified herein, the design guidelines of Chapter 13 and Section 507 TAB A will apply.

E. SIGNS

Proposed signage for the U-Haul Smart Mobility Center Flagship Store is depicted in Exhibit I.

- To govern signage on the site, the development shall adhere to the following conditions, as approved by the Planning and Development Department:
    - The wall mural (lifestyle graphic) shall not exceed 112 square feet in area and 46 feet from grade to the top of the sign.
    - Prior to the issuance of any sign permits within the PUD, a Comprehensive Sign Plan will be adopted in accordance with the procedures in Section 705.E.2.
    - Signs over 56 feet from grade to the top of the sign shall be incorporated into the approved or amended Comprehensive Sign Plan.
    - In order to reduce lighting impacts to nearby residential uses, the maximum luminance (brightness) for all wall signs shall be 60 nits measured at the sign face. The maximum color temperature for all wall signs shall be 4,000 Kelvin. Sign permit applicants shall provide certification from a qualified registrant of compliance with these lighting standards prior to the issuance of permits for wall signs.

- The high-rise wall signs shall have a dimmer control installed and the signs' luminance shall be dimmed 50% at 10:30 pm.

F. Sustainability

The development is planned as a sustainable development within the community. Energy efficiency in design and long-term operation along with thermal comfort in building and site design provide a better self-storage atmosphere for customers, employees, property owners and residents.

City Enforceable Standards:

- This PUD will regularly adopt the latest energy and building codes that encourage the use of light-colored roofing materials and will minimize heat island effects.
- The proposed drought tolerant vegetation will integrate trees and shade into the design of the development.
- The development will minimize surface parking area and provide an abundance of shade through the building overhang on parking lot.
- Water Efficient Landscaping (drought tolerant) will include 4" and 3" Caliper trees, 5-gallon shrubs to be provided with 2-inch depth of decomposed granite in all landscape areas to significantly reduce water consumption.
- Building entrances and public sidewalks shall be shaded minimum 100% with architectural building elements, building shade cast, 24-inch box trees and awnings.
- The "Heat Island" effect will be reduced by providing a light-colored roof to provide a minimum roof SRI (Solar Reflectance Index) rating of 75% of the roof surface area.

Practices Incorporated by The Developer:

This Smart Mobility Center will incorporate many of the same sustainable construction and business practices that other U-Haul locations take continual pride in.

Sustainable Development

- Regionally manufactured materials.

- Thermal efficient building shell.
- Reducing heat island effect with light colored and energy efficient roofs.
- LED lighting.
- Interior lighting controlled by motion sensors to reduce energy consumption.
- Low "e" Double-pane windows.
- Shade building entrances with architectural building elements.
- Provide a safe, reliable, and efficient stormwater management system that protects both human health and environment.
- Bicycle Facilities and repair station.
- Storage and Collection of Recyclables. Take a box, Leave a box.

  <u>Sustainable Business Practices</u>

- Re-Use Centers. To reduce the amount of used goods being dumped, we provide centers in which our customers can leave their unwanted but re-useable belongings, such as furniture, for others to take.
- Take a box, Leave a box. We designate a place at our center for our customers where they can leave their used moving boxes for future customers to reuse. Our idea is that while recycling is great, reuse should occur first to ensure more efficient use of our resources.
- Biodegradable packing Materials. U-Haul uses packing peanuts made of starch mixture, replacing Styrofoam and reducing landfill waste.

G. INFASTRUCTURE

1.) CIRCULATION

The development will be accessed from one driveway entrance on Thomas Road. This project will provide required parking in the enclosed first floor of the building, all

of the parking shall be screened from Thomas Road within the building. Seven customer parking spaces are located on the south of the property and will not be visible from Thomas Road. The loading area is contained within the building structure itself. See site plan at Exhibit E.

2.) Grading and Drainage

Underground and surface retention will be provided. The retention volume will be the greater of either the increase in runoff volume in the proposed condition compared to the existing condition, or the first flush volume for the 100-year, 2-hour storm event. Grading and Drainage will be submitted as part of the Development Service Department Site Plan Submittal.

3.) Water and Sewer

Water and waste water infrastructure requirements will be determined, designed and constructed in accordance with Phoenix City Code requirements and Water Services Department Design Standards and Policies. The existing water main in Thomas Road will be utilized for service to the project. All retention facilities will be drained within 36-hours of a major storm event as required by the city of Phoenix Drainage Design Manual.

EXHIBIT A

AERIAL PHOTOGRAPH

Aerial Photograph



67,69,71 E. Thomas Road

N

EXHIBIT B

PARCEL MAP

Parcel Map



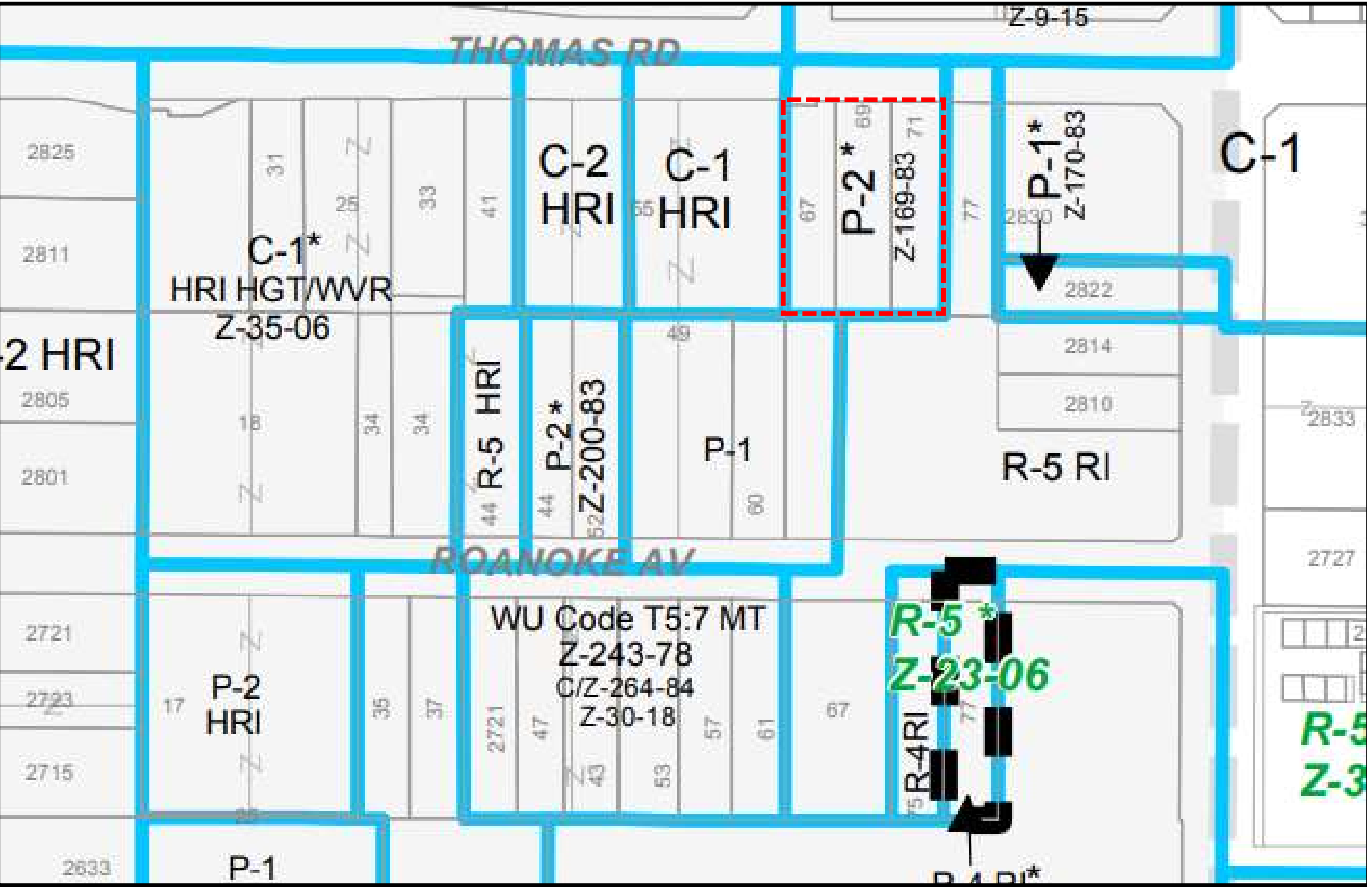
67,69,71 E. Thomas Road

N

EXHIBIT C

EXISTING ZONING MAP

Portion of City of Phoenix Zoning Map G8



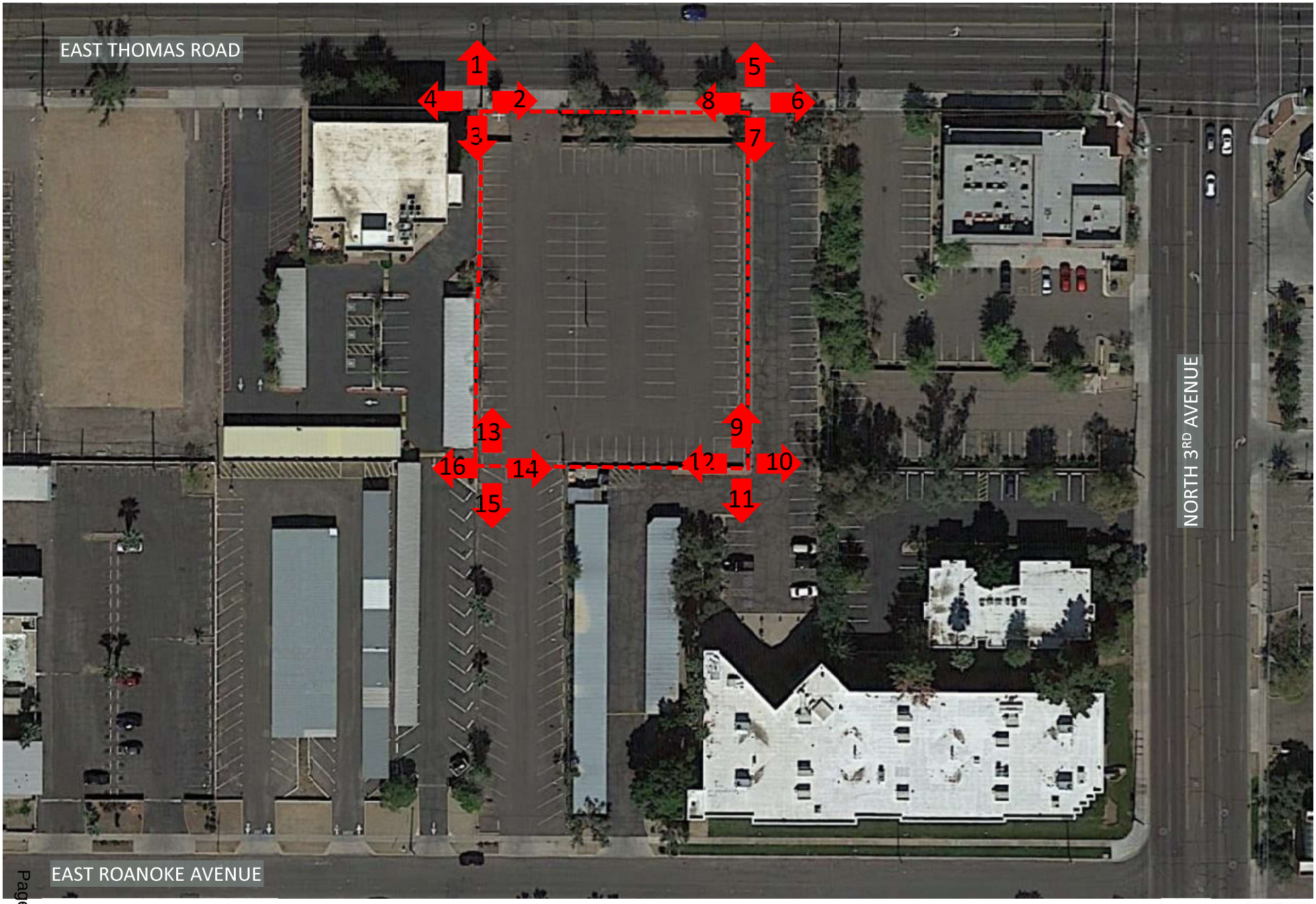
67,69,71 E. Thomas Road

N

EXHIBIT D

CONTEXT PHOTO PLAN

CONTEXT PHOTO EXHIBIT



U-HAUL CORPORATE CAMPUS STORAGE PUD



1. NORTHWEST CORNER LOOKING NORTH



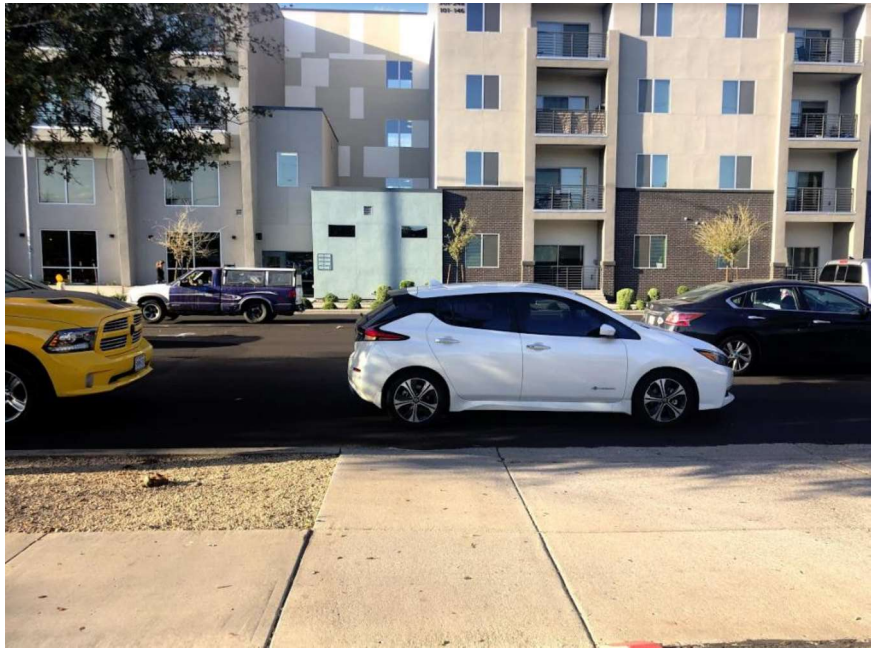
2. NORTHWEST CORNER LOOKING EAST



3. NORTHWEST CORNER LOOKING SOUTH



4. NORTHWEST CORNER LOOKING WEST



5. NORTHEAST CORNER LOOKING NORTH



6. NORTHEAST CORNER LOOKING EAST



7. NORTHEAST CORNER LOOKING SOUTH



8. NORTHEAST CORNER LOOKING WEST



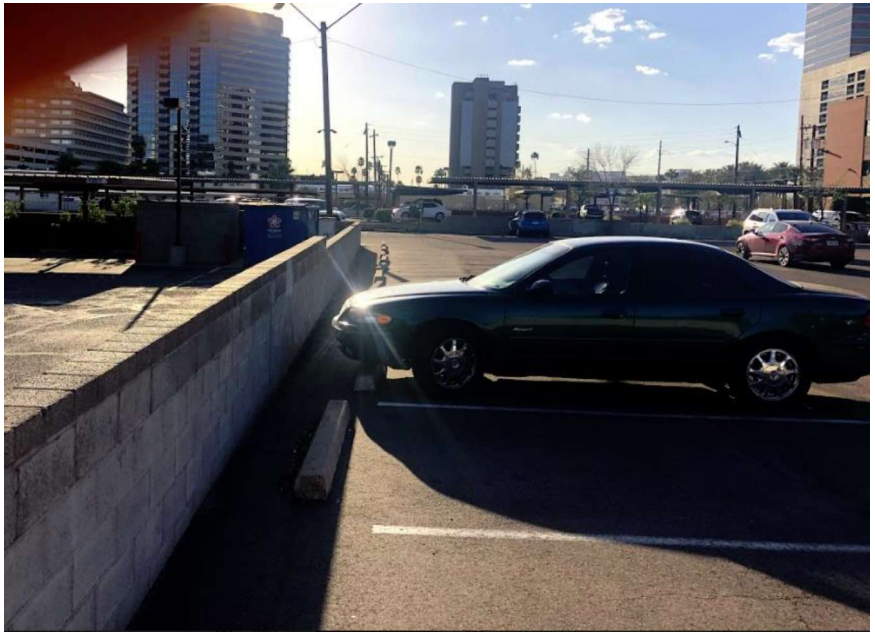
9. SOUTHEAST CORNER LOOKING NORTH



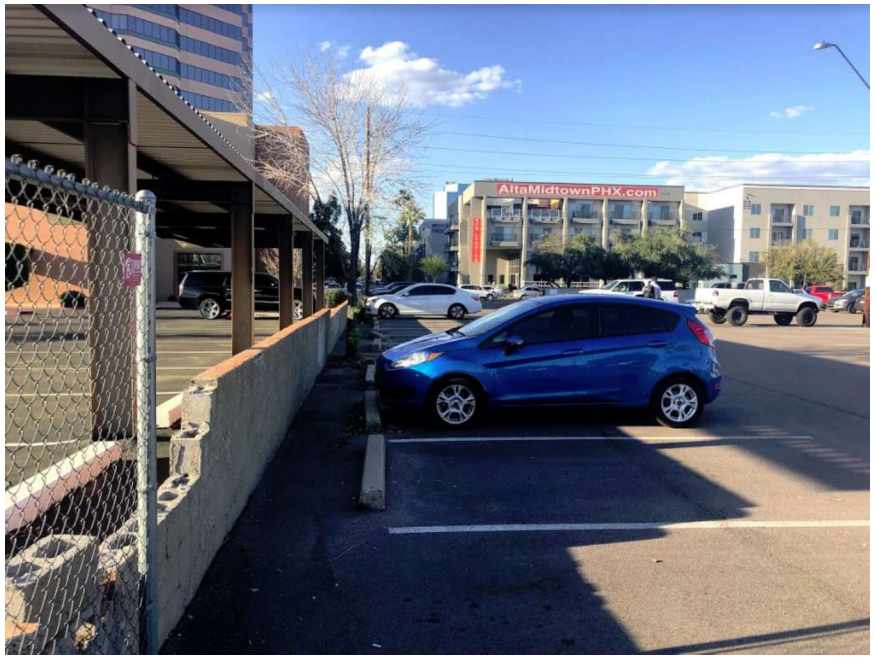
10. SOUTHEAST CORNER LOOKING EAST



11. SOUTHEAST CORNER LOOKING SOUTH



12. SOUTHEAST CORNER LOOKING WEST



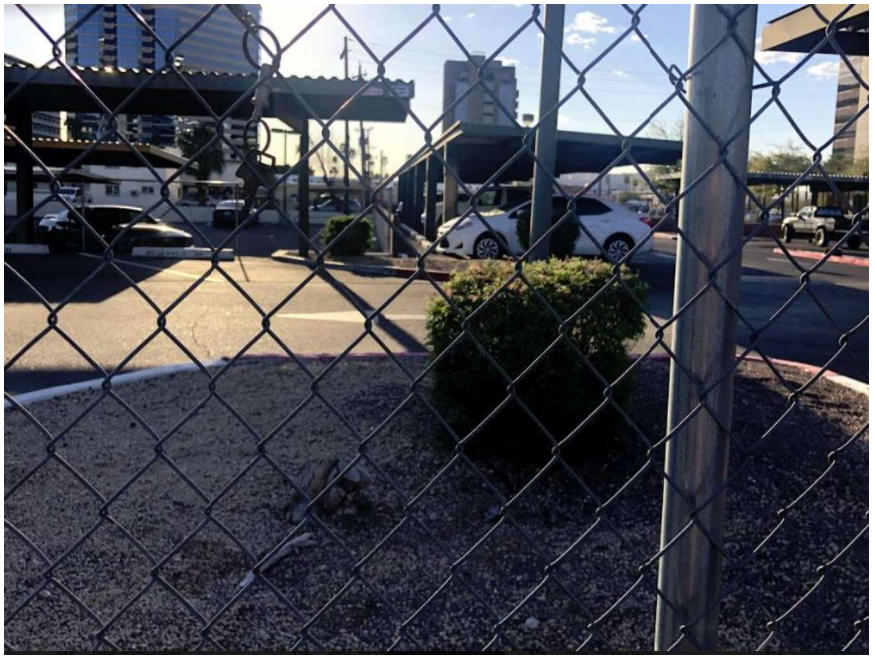
13. SOUTHWEST CORNER LOOKING NORTH



14. SOUTHWEST CORNER LOOKING EAST



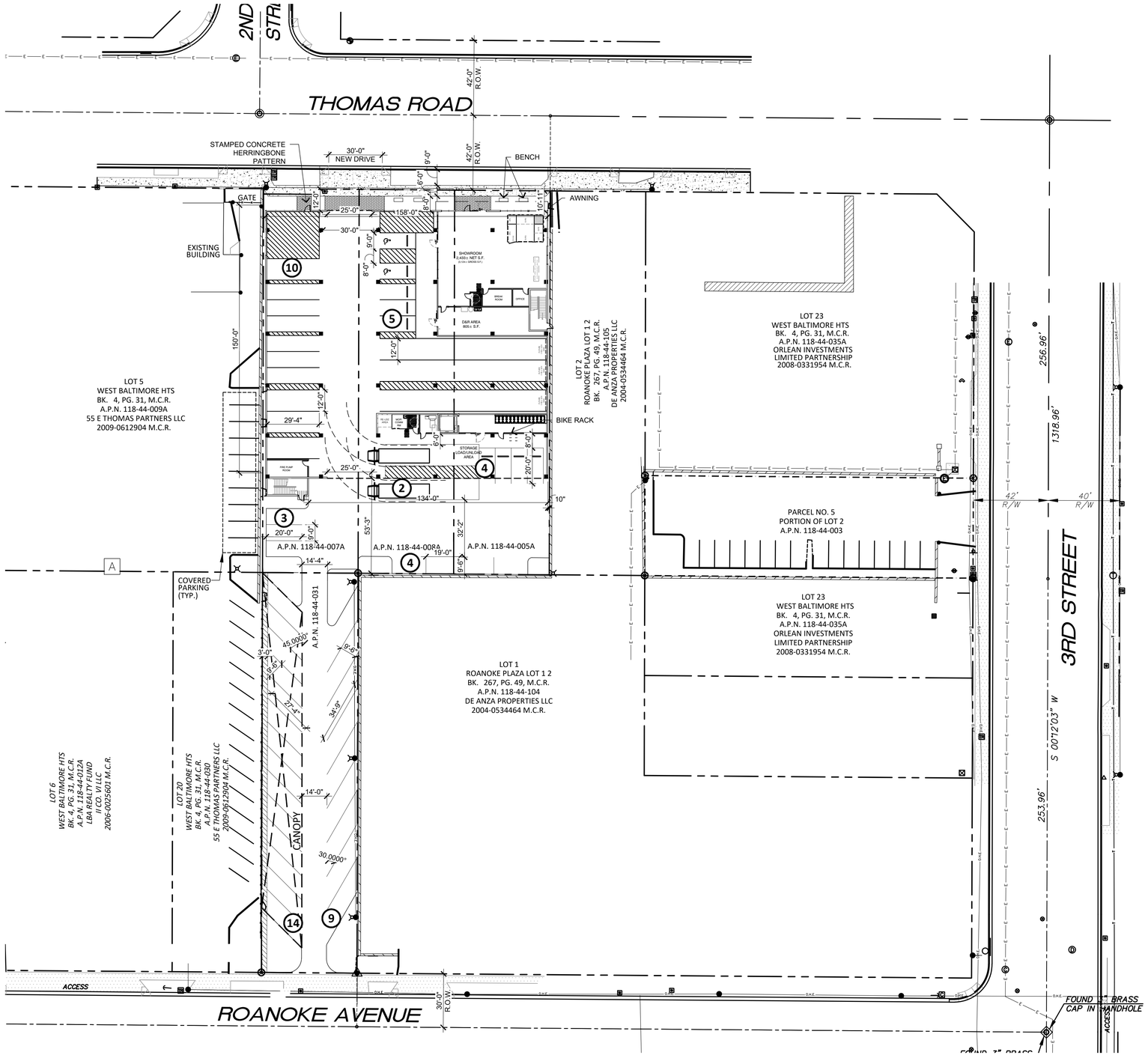
15. SOUTHWEST CORNER LOOKING SOUTH



16. SOUTHWEST CORNER LOOKING WEST

EXHIBIT E

CONCEPTUAL SITE PLAN



SITE PLAN

SCALE: 1" = 30'-0"

NORTH

0' 15' 30' 60'

THIS SITE PLAN HAS BEEN PREPARED WITHOUT THE AID OF A SURVEY. ALL PROPERTY BOUNDARIES ARE ROUGH APPROXIMATIONS. THIS DRAWING IS TO BE USED FOR CONCEPTUAL PURPOSES ONLY AND IT IS NOT TO BE THE BASIS FOR ANY LEGALLY BINDING DOCUMENTATION.

U-HAUL CORPORATE FLAGSHIP STORE

3RD ST AND THOMAS ROAD
MIDTOWN, PHOENIX
DATE: 12-10-2020 (PRELIMINARY)

PROJECT DIRECTORY

DEVELOPER:
U-HAUL INTERNATIONAL
2727 N. CENTRAL AVE
PHOENIX, AZ 85004
CONTACT: MOSES EASON
PHONE: (602) 263-6555
E-MAIL: moses_eason@uhaul.com

ARCHITECT:
ROBERT KUBICEK ARCHITECTS & ASSOCIATES
2233 EAST THOMAS ROAD
PHOENIX, ARIZONA 85016
CONTACT: ROBERT KUBICEK
PHONE: (602) 955-3900
FAX: (602) 955-0496
E-MAIL: rkubicek@rkaa.com

SITE DATA

EXISTING ZONING:	P-2/P-1
PROPOSED ZONING:	PUD
NET SITE AREA:	0.78 ACRES (34,408 S.F.)
APN:	118-44-005A, 118-44-008A, 118-44-007A
PROPOSED USE:	SELF STORAGE
BUILDING AREA:	
BUILDING A:	143,640 S.F.
TOTAL PARKING REQUIRED:	28 SPACES

SELF STORAGE (143,640 S.F.) / STORAGE = 28 SPACES

TOTAL PARKING PROVIDED:	28 SPACES
ACCESSIBLE SPACES REQUIRED:	2 SPACES
ACCESSIBLE SPACES PROVIDED:	2 SPACES
BICYCLE SPACES REQUIRED:	10 SPACES
BICYCLE SPACES PROVIDED:	10 SPACES

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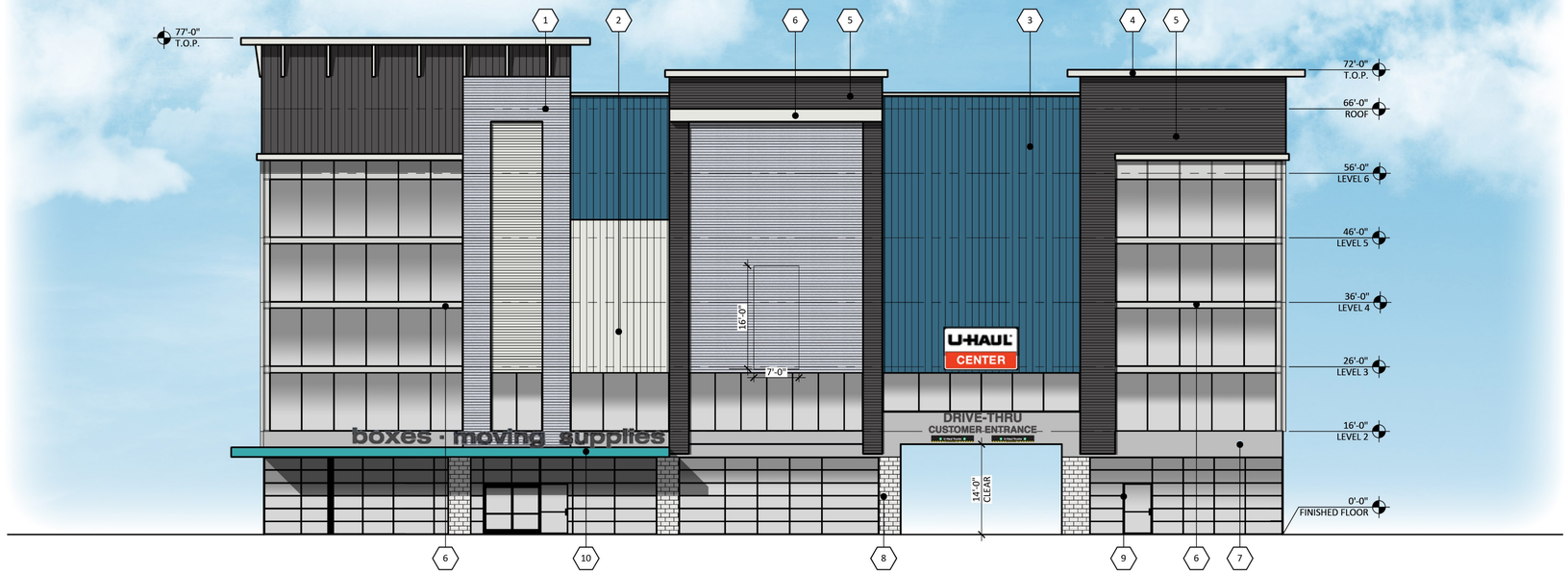
SP-1

#20065.50

RKAA ARCHITECTS, INC

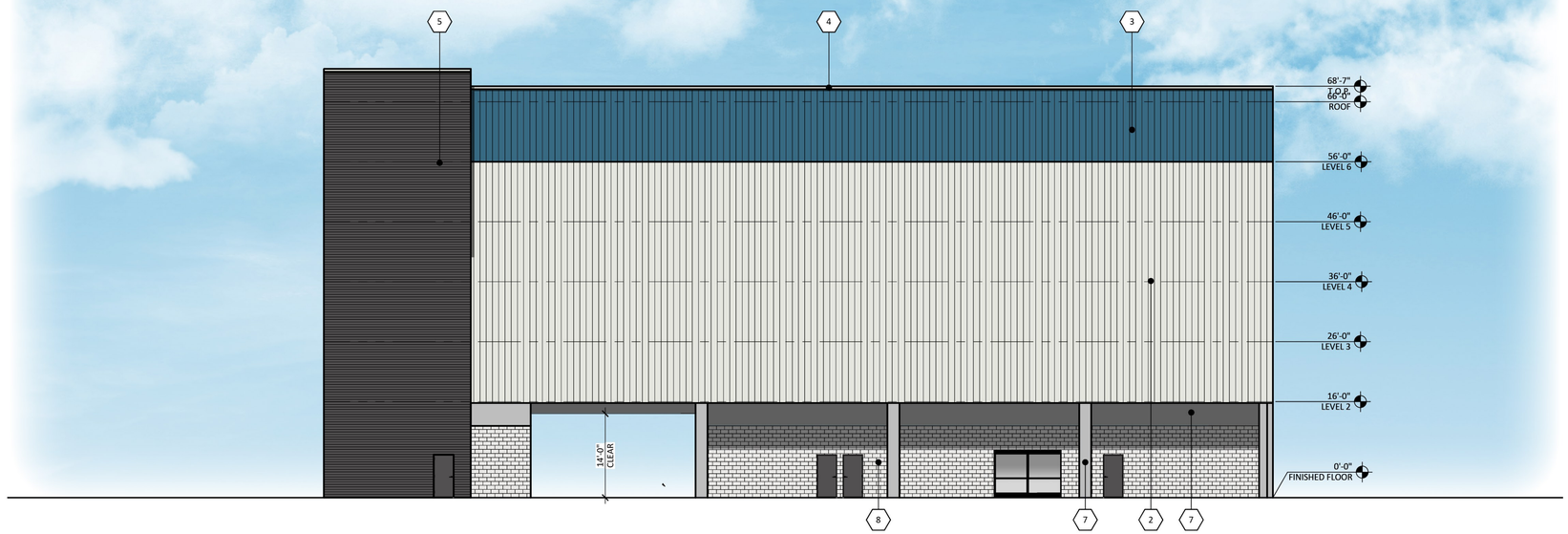
EXHIBIT F

CONCEPTUAL BUILDING ELEVATIONS



NORTH ELEVATION

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

#	MATERIALS
1	METAL SIDING MBCI GALVALUME PLUS
2	METAL SIDING MBCI POLAR WHITE
3	METAL SIDING MBCI HAWAIIAN BLUE
4	METAL PARAPET MBCI POLAR WHITE
5	METAL SIDING MBCI CHARCOAL GRAY
6	PAINT SHERWIN WILLIAMS SW7661 REFLECTION
7	CONCRETE
8	SUPERLITE CMU BLOCK ASPEN
9	STOREFRONT KAWNEER BLACK
10	PAINT SHERWIN WILLIAMS SW6767 AQUARIUM

U-HAUL MOVING & STORAGE OF THOMAS ROAD

2727 N. CENTRAL AVENUE
PHOENIX, AZ 85004
DATE: 09-22-2020 (PRELIMINARY)

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EL-1

RKAA# 20065.50

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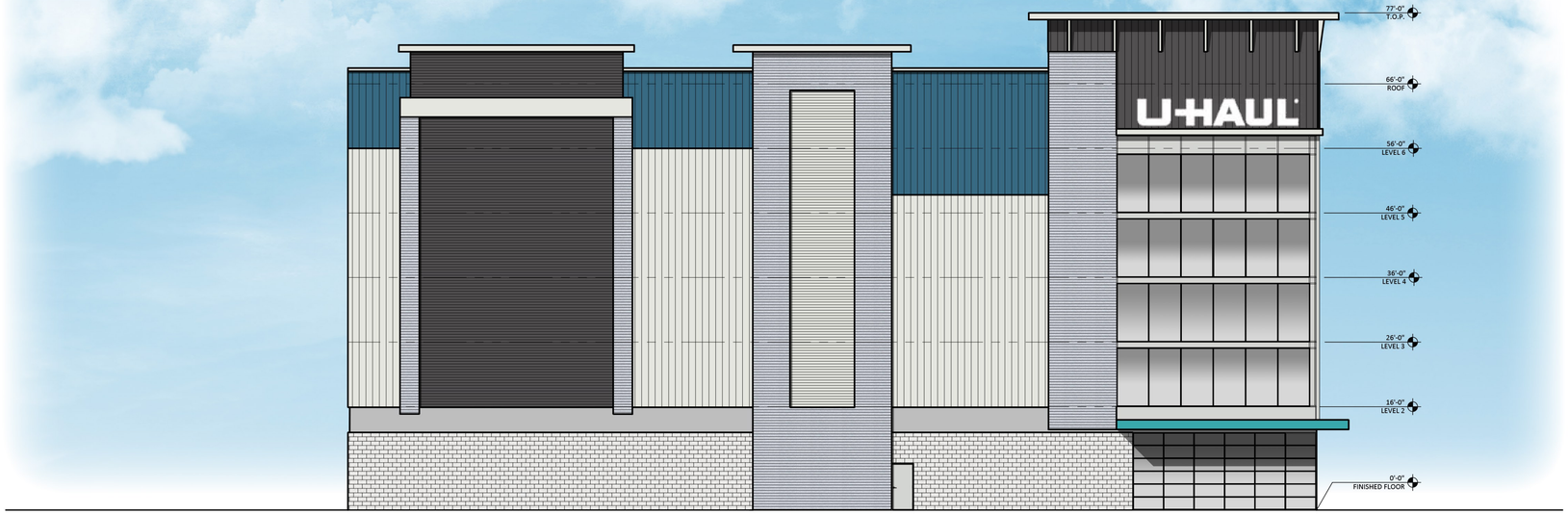
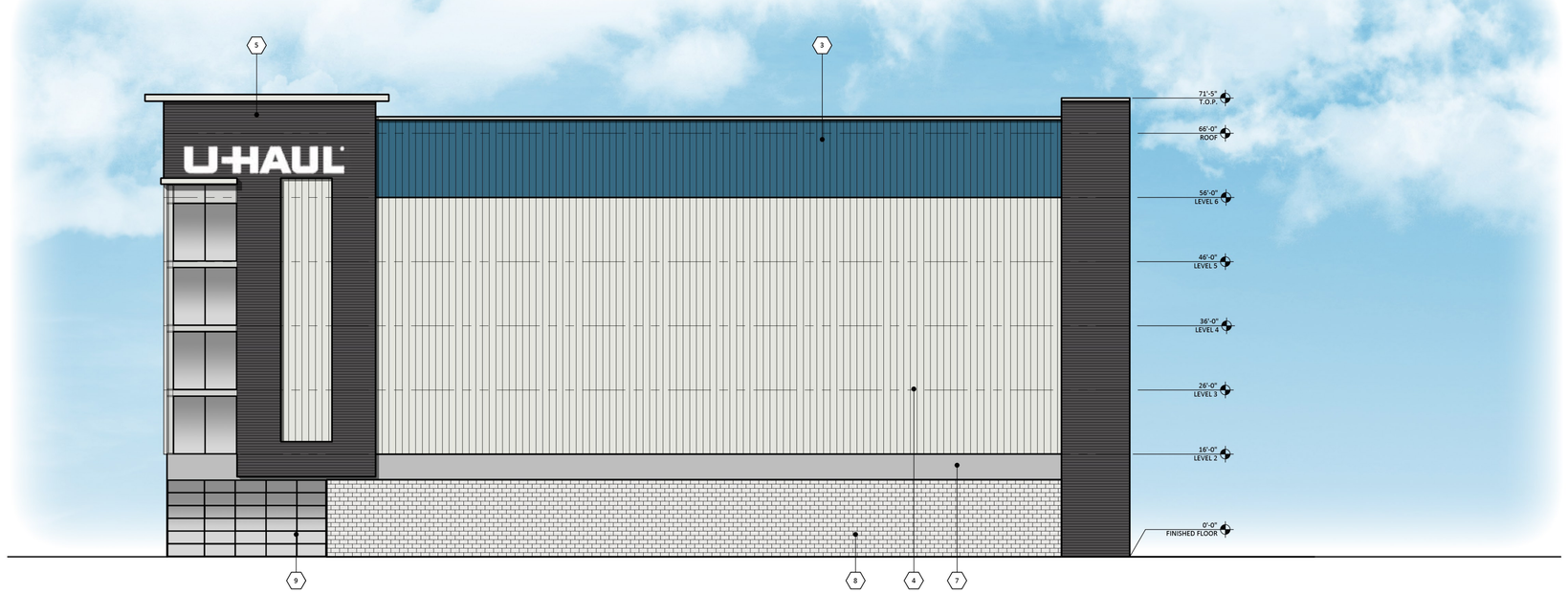


EAST ELEVATION

SCALE: 3/32" = 1'-0"



WEST ELEVATION

SCALE: 3/32" = 1'-0"

#	MATERIALS
1	METAL SIDING MBCI GALVALUME PLUS
2	METAL SIDING MBCI POLAR WHITE
3	METAL SIDING MBCI HAWAIIAN BLUE
4	METAL PARAPET MBCI POLAR WHITE
5	METAL SIDING MBCI CHARCOAL GRAY
6	PAINT SHERWIN WILLIAMS SW7661 REFLECTION
7	CONCRETE
8	SUPERLITE CMU BLOCK ASPEN
9	STOREFRONT KAWNEER BLACK
10	PAINT SHERWIN WILLIAMS SW6767 AQUARIUM

U-HAUL MOVING & STORAGE OF THOMAS ROAD

2727 N. CENTRAL AVENUE
PHOENIX, AZ 85004
DATE: 06-17-2020 (PRELIMINARY)

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EL-2

RKAA# 20065.50

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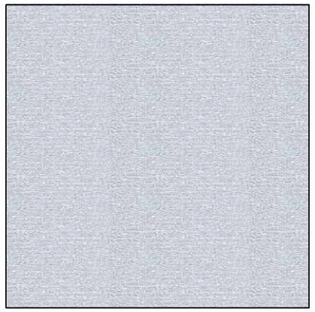
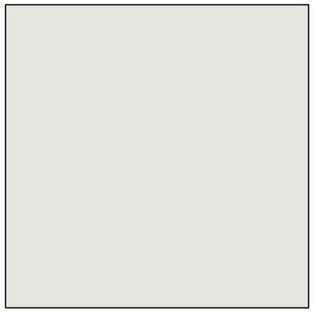
EXHIBIT G

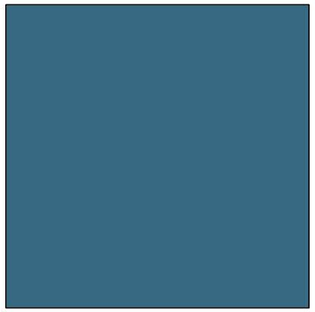
MATERIALS



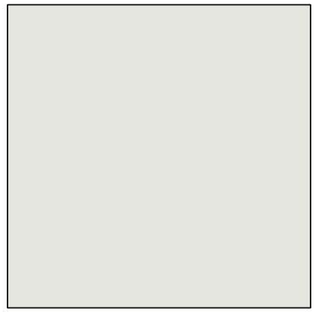
1 METAL SIDING
MBCI
GALVALUME PLUS



2 METAL SIDING
MBCI
POLAR WHITE



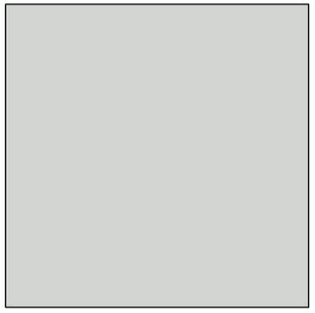
3 METAL SIDING
MBCI
HAWAIIAN BLUE



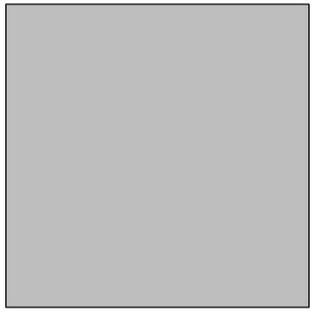
4 METAL PARAPET
MBCI
POLAR WHITE



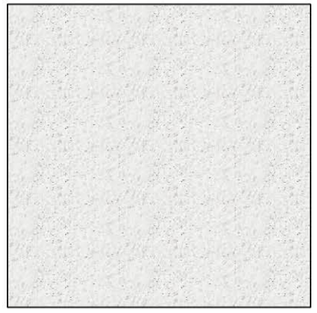
5 METAL SIDING
MBCI
CHARCOAL GRAY



6 PAINT
SHERWIN WILLIAMS
SW7661 REFLECTION



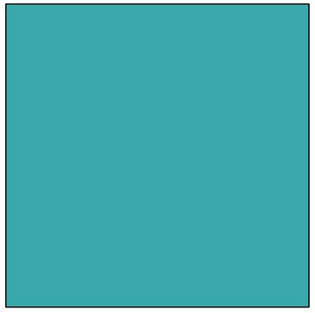
7 CONCRETE



8 SUPERLITE CMU BLOCK
ASPEN



9 STOREFRONT
KAWNEER
BLACK



10 PAINT
SHERWIN WILLIAMS
SW6767 AQUARIUM

U-HAUL MOVING & STORAGE OF THOMAS ROAD

2727 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85004
DATE: 04-01-2020 (PRELIMINARY)

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MB-1

RKAA# 20065.50

RKAA ARCHITECTS, INC

EXHIBIT H

RENDERINGS



VIEW 1



VIEW 2

U-HAUL CORPORATE FLAGSHIP STORE

3RD ST AND THOMAS
MIDTOWN, PHOENIX
DATE: 09-24-2020

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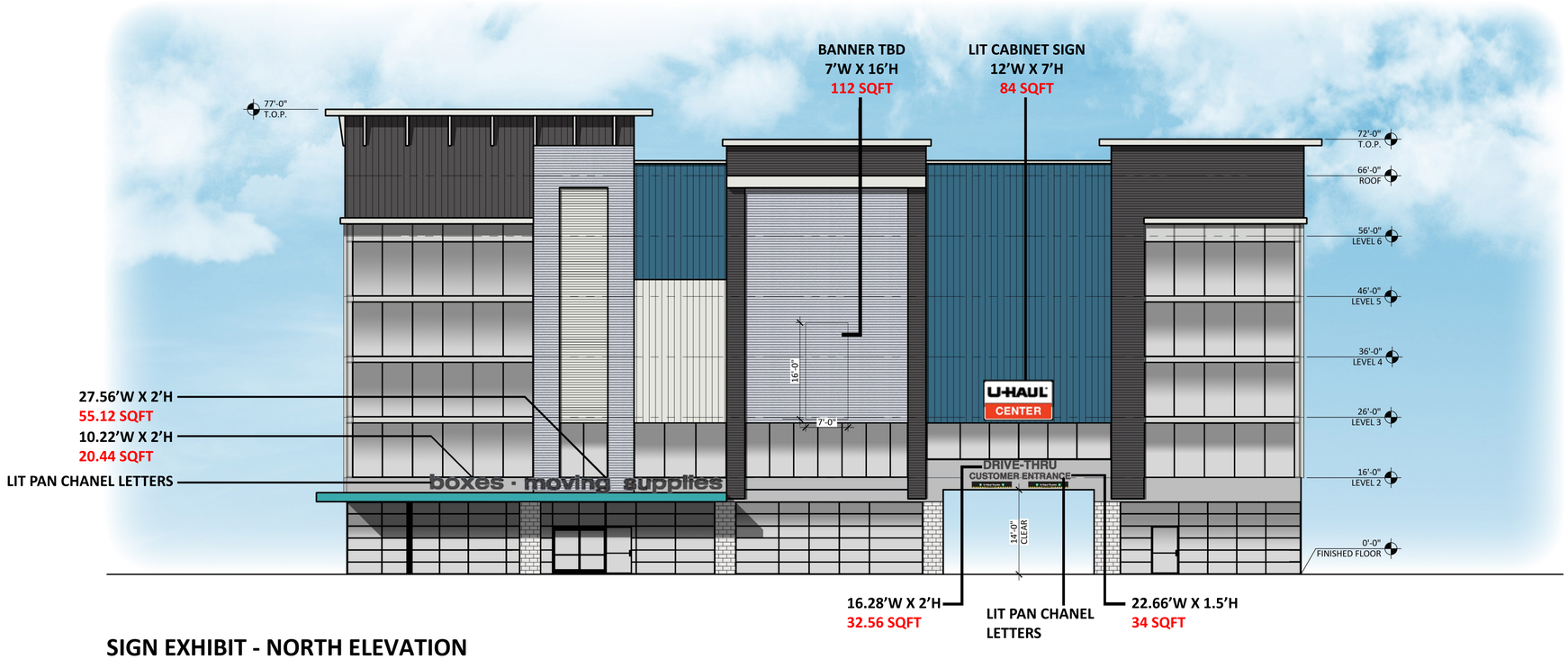
PERSPECTIVE-1

RKAA# 20065.50

RKAA ARCHITECTS, INC

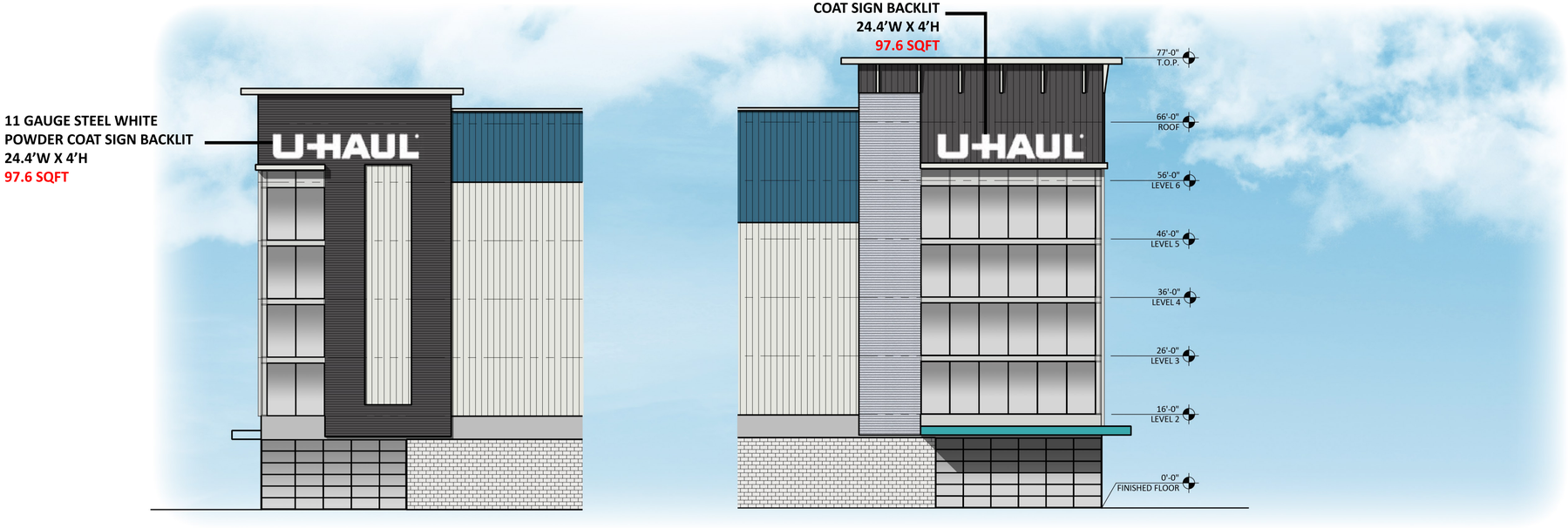
EXHIBIT I

SIGN EXHIBIT



SIGN EXHIBIT - NORTH ELEVATION

SCALE: 3/32" = 1'-0"



SIGN EXHIBIT - WEST ELEVATION

SCALE: 3/32" = 1'-0"

SIGN EXHIBIT - EAST ELEVATION

SCALE: 3/32" = 1'-0"

U-HAUL MOVING & STORAGE OF THOMAS ROAD

2727 N. CENTRAL AVENUE
PHOENIX, AZ 85004
DATE: 09-24-2020 (PRELIMINARY)

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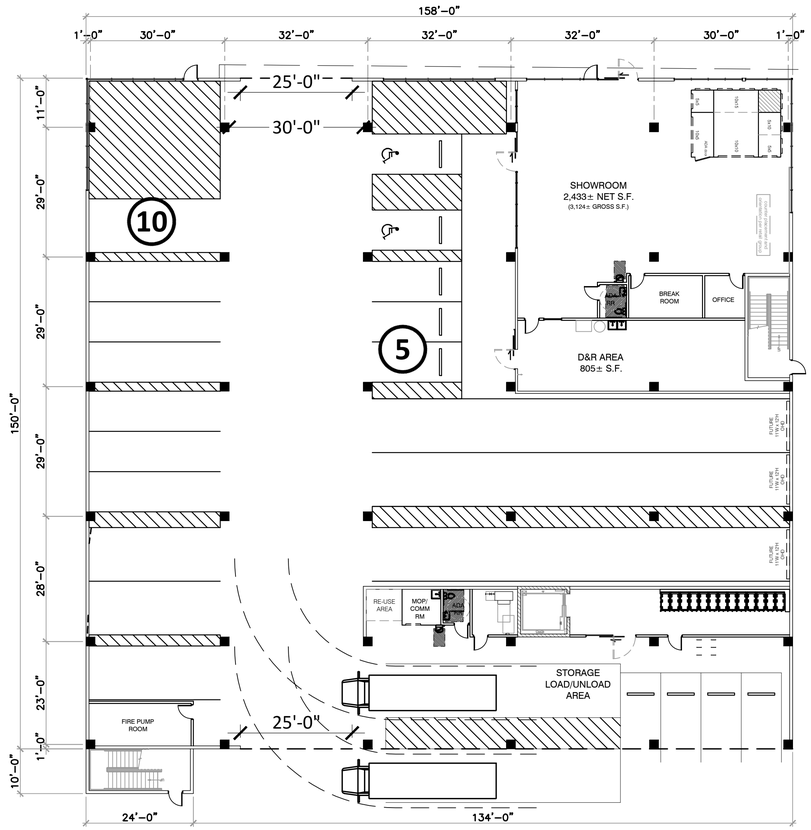
SE-1
SIGN EXHIBIT

RKAA# 20065.50

RKAA ARCHITECTS, INC

EXHIBIT J

U-HAUL FLAGSHIP STORE PLAN

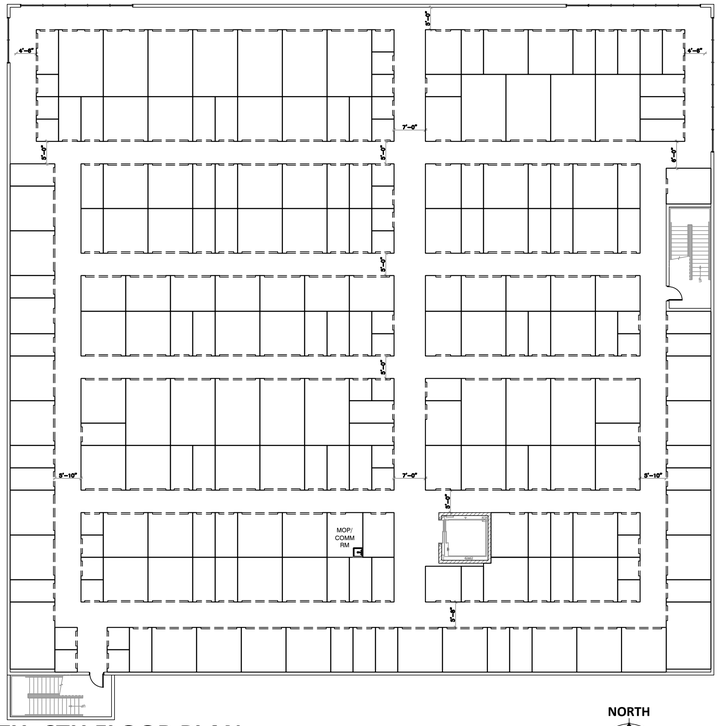


1ST FLOOR PLAN

SCALE: 1/16" = 1'-0"

0' 10' 20' 40'

NORTH

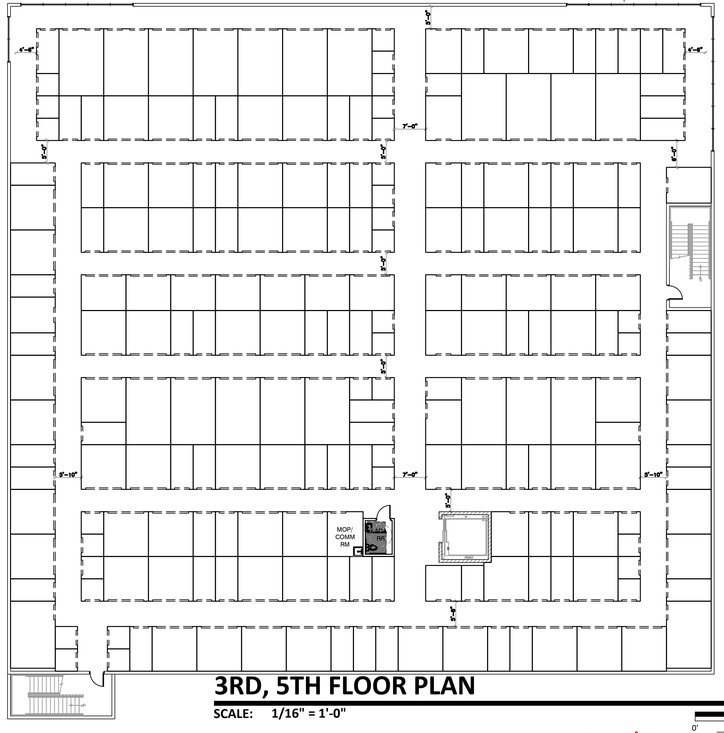


2ND, 4TH, 6TH FLOOR PLAN

SCALE: 1/16" = 1'-0"

0' 10' 20' 40'

NORTH



3RD, 5TH FLOOR PLAN

SCALE: 1/16" = 1'-0"

0' 10' 20' 40'

NORTH

U-HAUL FLAGSHIP STORE PLANS

3RD ST AND THOMAS
MIDTOWN, PHOENIX
DATE: 09-24-2020 (PRELIMINARY)

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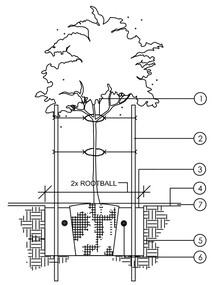
FP-1
FLOOR PLANS

RKAA# 20065.50

RKAA ARCHITECTS, INC

EXHIBIT K

CONCEPTUAL LANDSCAPE PLAN



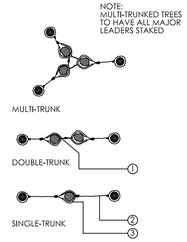
1. 1/2" RUBBER HOSE WITH #10 WIRE
2. TWO 2" ROUND BY 10' LONG GREEN TREE STAKES BURY 3' BELOW GRADE
3. 4" BASIN
4. GRADE (PRIOR TO GRANITE)
5. ROUGHEN SIDES OF PLANT PIT TO PREVENT GLAZING
6. AGRIFORM TABLETS
7. 2" DEPTH OF DECOMPOSED GRANITE. (SEE LEGEND FOR TYPE)

BACKFILL PLANT PIT WITH SOIL MIX PER PHX MAG SUPLEMENT.

DOUBLE STAKING DETAIL

NOT TO SCALE

NOTE:
MULTI-TRUNKED TREES TO HAVE ALL MAJOR LEADERS STAKED

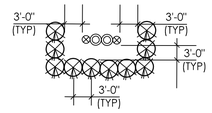


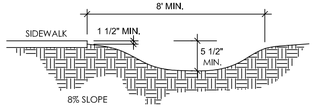
1. NOTCH TUBING LOOP WIRE THROUGH EXPOSED WIRE
2. #10 WIRE RUBBER COATED
3. 1/2" RUBBER HOSE

TREE GUYING DETAIL

NOT TO SCALE

BACKFLOW SCREENING DETAIL NOT TO SCALE



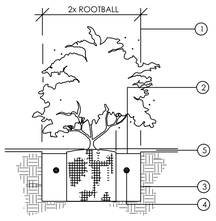


NOTE:
ALL EARTHWORK TO BE DONE SO THAT ALL WATER DRAINS AWAY FROM ALL SIDEWALKS AND STRUCTURES

SWALE DETAIL

CITY OF PHOENIX STANDARD DETAILS

NOT TO SCALE

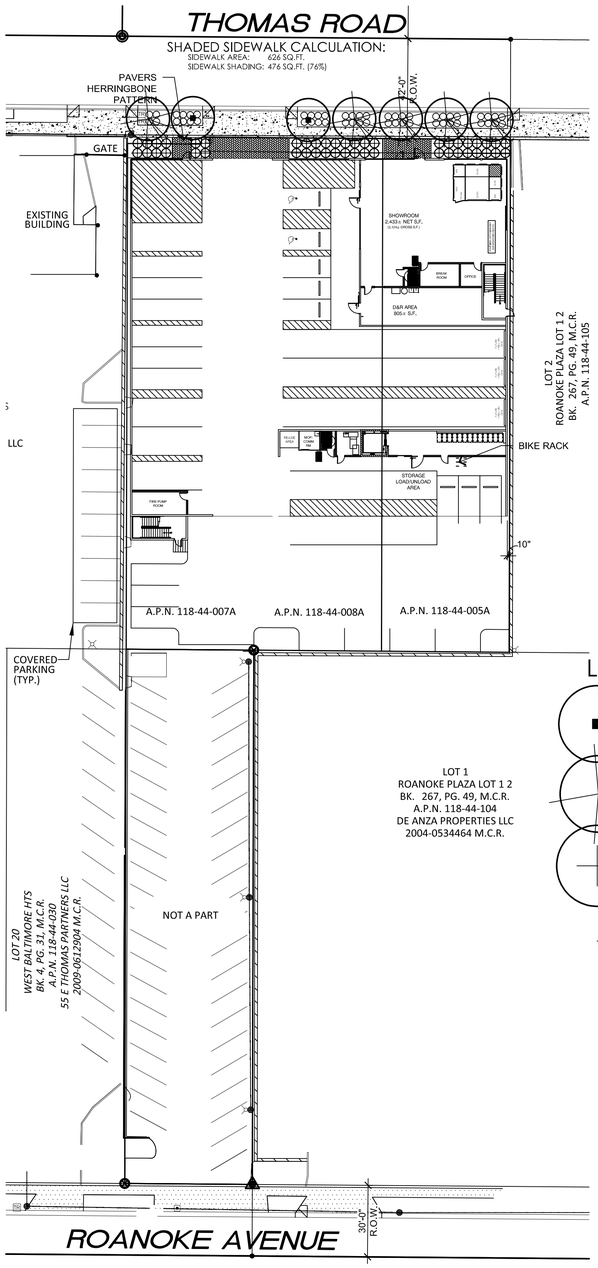


1. MINIMUM DIMENSION FOR 5 GAL. PLANTS
2. 1" BASIN
3. ROUGHEN SIDES OF PLANT PIT TO PREVENT GLAZING
4. AGRIFORM TABLETS SEE SPECS. FOR RATIO
5. 2" DEPTH OF DECOMPOSED GRANITE. (SEE LEGEND FOR TYPE)

BACKFILL PLANT PIT WITH SOIL MIX PER PHX MAG SUPLEMENT.

SHRUB PLANTING DETAIL

NOT TO SCALE



LANDSCAPE LEGEND

- ACACIA STENOPHYLLA SHOESTRING ACACIA 4" CALIP. 14'T, 6.5'W
- PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 3" CALIP. 8'T, 5'W
- ACACIA SALICINA WILLOW ACACIA 2" CALIP., 7.5'T, 4.5'W
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
- RUELLIA PENINSULARIS BAJA RUELLIA 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 5 GALLON
- LANTANA MONTEVIDENSIS TRAILING PURPLE 5 GALLON

1/2" SCREENED SADDLEBACK BROWN DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

CITY OF PHOENIX GENERAL LANDSCAPE NOTES:

THE CITY OF PHOENIX GENERAL NOTES ARE THE ONLY NOTES APPROVED ON THIS PLAN. ADDITIONAL GENERAL NOTES GENERATED BY THE SEALANT AND PLACED ON THE PLANS ARE NOT APPROVED AS PART OF THIS PLAN AND ARE NOTED AS SUCH ON THE PLANS.

THE DESIGN ON THESE PLANS IS ONLY APPROVED BY THE CITY IN SCOPE AND NOT IN DETAIL. CONSTRUCTION QUANTITIES ON THESE PLANS ARE NOT VERIFIED BY THE CITY. APPROVAL OF THESE PLANS ARE FOR PERMIT PURPOSES ONLY AND SHALL NOT PREVENT THE CITY FROM REQUIRING CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, HEALTH, SAFETY, OR OTHER DESIGN ISSUES.

CONSTRUCTION WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE LATEST APPLICABLE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS AND THE LATEST CITY OF PHOENIX SUPPLEMENT TO THE MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS.

FINAL BUILDING PERMIT CANNOT BE OBTAINED UNTIL BONDING AR APPROVED ASSURANCES ARE PROVIDED FOR THE LANDSCAPING WITHIN THE RIGHT-OF-WAY.

NO PLANT SUBSTITUTIONS, TYPE, SIZE, OR QUANTITY, OR DEVIATIONS FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS ARE ALLOWED WITHOUT PRIOR APPROVAL FROM THE CITY OF PHOENIX LANDSCAPE SECTION AT 602-262-7811.

ALL PLANT MATERIAL AND SPECIFICATIONS SHALL CONFORM TO THE ARIZONA NURSERYMAN ASSOCIATION STANDARDS.

ALL RIGHT-OF-WAY AND CITY-REQUIRED (PERIMETER, RETENTION, AND PARKING) PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST.

CONTACT THE PARKS AND RECREATION DEPARTMENT FORESTRY SUPERVISOR AT 602-262-6862 TO VERIFY OWNERSHIP OF ANY PLANT MATERIAL IN THE PUBLIC R.O.W. PRIOR TO ANY PLANT RE-LOCATIONS OR REMOVALS. OBTAIN WRITTEN PERMISSION FROM THE PARKS AND RECREATION DEPARTMENT PRIOR TO THE RE-LOCATION OR REMOVAL OF ANY CITY PLANT MATERIAL OR EQUIPMENT.

CONTACT THE STREET TRANSPORTATION DEPARTMENT HORTICULTURIST AT 602-262-6284 PRIOR TO THE RE-LOCATION OR REMOVAL OF EXISTING PLANT MATERIAL IN THE A.D.O.T. R.O.W. THAT IS ON THE CITY'S SIDE OF THE SOUND WALL. OBTAIN WRITTEN PERMISSION FROM THE STREET TRANSPORTATION DEPARTMENT PRIOR TO THE RE-LOCATION OR REMOVAL OF ANY PLANT MATERIAL OR EQUIPMENT.

ALL EXISTING TREES AND SHRUBS IN RIGHT-OF-WAY DESIGNATED TO REMAIN BUT ARE DAMAGED OR DESTROYED WILL BE REPLACED IN LIKE SIZE AND KIND BY THE CONTRACTOR.

THE PROPOSED IRRIGATION SYSTEM SHALL INCLUDE ANY MODIFICATIONS REQUIRED TO TIE INTO THE EXISTING CITY OF PHOENIX IRRIGATION SYSTEM IN RIGHT-OF-WAY TO THE PROPOSED SYSTEM. ALL THOUGH IRRIGATION SYSTEMS IN THE RIGHT-OF-WAY SHALL BE MAINTAINED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CAPPING AND/OR ABONDONING EXISTING IRRIGATION TO PLANT MATERIALS AND PROVIDING NEW IRRIGATION TO THE EXISTING PLANT MATERIAL IN THE RIGHT-OF-WAY PER THE APPROVED PLAN.

WALLS ARE NOT APPROVED AS PART OF THE LANDSCAPE PLAN BUT ARE SHOWN FOR REFERENCE ONLY.

TREES ADJACENT TO PEDESTRIAN WALKWAYS SHOULD HAVE A MINIMUM CANOPY CLEARANCE OF SIX FEET EIGHT INCHES (6' 8") PER SECTION 507 TAB A.II.A.3.1.10 OF THE CITY OF PHOENIX ZONING ORDINANCE.

PVC PIPE LATERALS ARE REQUIRED A MAXIMUM OF FIVE FEET (5') OF POLY TUBING OFF OF THE PVC PIPE LATERAL IS ALLOWED. NO POLY TUBING LATERALS ARE ALLOWED.

PLANT QUANTITIES AND CALIPER SIZES PER THE ZONING REQUIREMENTS FOR THIS SITE PROVIDED IN THE LEGEND ON THE APPROVED PLANS ARE REQUIRED TO BE INSTALLED IN THE FIELD. ANY DEVIATIONS FROM THE PLAN WILL REQUIRE A REVISION TO THE APPROVED PLAN.
NOTE: MINIMUM CALIPER SIZE IS A ZONING REQUIREMENT. IF THE MINIMUM CALIPER CANNOT BE MET AT BOX SIZE THAT IS SPECIFIED, THEN THE BOX SIZE MUST BE INCREASED TO MEET CALIPER REQUIREMENTS.

PLAN APPROVAL IS VALID FOR 180 DAYS. PRIOR TO PLAN APPROVAL EXPIRATION ALL ASSOCIATED PERMITS SHALL BE PURCHASED OR THE PLANS SHALL BE RESUBMITTED FOR EXTENSION OF PLAN APPROVAL. THE EXPIRATION, EXTENSION, AND REINSTATEMENT OF LANDSCAPE PLANS AND PERMITS SHALL FOLLOW THE SAME GUIDELINES AS THOSE INDICATED IN THE PHOENIX BUILDING CONSTRUCTION CODE ADMINISTRATIVE PROVISIONS SECTION 105.3 FOR BUILDING PERMITS.

MISC. LANDSCAPE NOTES

THESE NOTES ARE NOT REVIEWED OR APPROVED BY THE CITY OF PHOENIX.

- THE ENTIRE SITE WILL BE MAINTAINED IN ACCORDANCE WITH PHOENIX STANDARDS.
- TREES ADJACENT TO PEDESTRIAN WALKWAYS SHOULD HAVE A MIN. CANOPY OF 6'-8".
- USE PVC LATERALS WITH A MAXIMUM A 5' OF POLY TUBING OFF OF PVC. NO POLY LATERALS WILL BE ACCEPTED.
- PLANT QUANTITIES AND CALIPER SIZES PROVIDED ON THE APPROVED PLAN AND IN THE LEGEND ARE REQUIRED TO BE INSTALLED IN THE FIELD.
- ALL NEW AND DISTURBED LANDSCAPE AREAS WILL RECEIVE A 2" TOP-DRESS OF MATCHING DECOMPOSED GRANITE (MIN. 1/2" MINUS).
- PLANT MATERIAL WITHIN THE CITY OF PHOENIX SIGHT DISTANCE TRIANGLES IF EXISTING WILL BE MAINTAINED AT A MAXIMUM 24" IN HEIGHT, TREES WILL BE MAINTAINED WITH A 7' MINIMUM CLEAR CANOPY.
- NO PLANT SUBSTITUTIONS, TYPE,SIZE OR QUANTITY DEVIATIONS FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS WITHOUT PRIOR APPROVAL FROM THE CITY OF PHOENIX LANDSCAPE SECTION AT (602) 262-7811
- NO SLOPES ARE GREATER THAN 4:1
- THERE IS NO OVERHEAD POWER LINES ON SITE
- NO SALVAGED PLANT MATERIAL

LANDSCAPE ARCHITECT _____ CITY OF PHOENIX _____ DATE _____

ESTIMATED RIGHT-OF-WAY COST $_____
MAINTENANCE BY: ( ) CITY (x) OWNER
SQUARE FOOTAGE OF TURF _____
ESTIMATED S.F. OF LANDSCAPE IN RIGHT-OF-WAY _____
TOTAL ACRES (OR PORTIONS) LANDSCAPED AREAS _____
DATE OF PRELIMINARY SITE PLAN APPROVAL _____

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10450 N. 74th Street , Suite 120
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

T.J. McQUEEN & ASSOC., INC. LANDSCAPE ARCHITECTURE (TJMLA) EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION & CONSENT FROM TJMLA.

REGISTERED LANDSCAPE ARCHITECT 27166 TIMOTHY J. McQUEEN 06/19/20 State Signed ARIZONA U.S.A. EXPIRES 06/30/2020

LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0' 15' 30' 60'

NORTH

U-HAUL CORPORATE FLAGSHIP STORE

3RD ST AND THOMAS ROAD
MIDTOWN, PHOENIX
DATE: 06-19-2020 (PRELIMINARY)

OWNER INFO:

DEVELOPER:
U-HAUL INTERNATIONAL
2727 N. CENTRAL AVE
PHOENIX, AZ 85004
CONTACT: MOSES EASON
PHONE: (602) 263-6555
E-MAIL: moses_eason@uhaul.com

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La.01

#20065.50

RKAA ARCHITECTS, INC

Parker Klopf

From: jon virgin <jvirgin55@gmail.com>
Sent: Saturday, May 18, 2024 1:17 PM
To: LauraDeJohnVEN; michaelsawyer@colliercountyfl.gov; Parker Klopf; Rick LoCastro
Subject: 5396 Myrtle Lane

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

RE: PL20230016211 and PL20230016212

Regarding the above property, I am against rezoning for a multitude of reasons which our community has brought to your attention: drainage issues due to the street being a low area; additional traffic in an already congested road; numerous mini storage units within a 2 mile range. I am also strongly against any kind of additional access on to Myrtle Lane whether it be general or emergency. The road only has one way in and one way out and the width of the road makes it even more treacherous.

Please add my comments to the file for this property.

Jon Virgin
5219 Myrtle Lane

Parker Klopf

From: Steve@stevefuller.com
Sent: Wednesday, August 14, 2024 5:38 PM
To: LauraDeJohnVEN; Parker Klopf
Subject: Reference 5396 Myrtle PL 20230016211

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Laura and Parker,

We have been reviewing the latest update from the developer of the proposed UHaul site at the corner of Myrtle Lane and Tamiami Trail.

We are also monitoring the Planning Commission Calendar for when this item may go before them.

We appreciate staff comments and questions regarding whether this site is viable for the size and scope of the project. All efforts to minimize the height of this structure still leaves us with an out of place business and facility. The site is inappropriate for propane storage as it is not an industrial location and is immediately adjacent to residential zoning.

Though the attempt to help buffer this mega storage center has merit, it still is merely a Band-Aid on the blight that this mega storage structure will leave in damnably and indefinitely on 41 E which in fact is a major gateway between Naples and Marco and an entrance gateway into the city of Naples from traffic from the Miami and East Coast area. All attempts to minimize the impact of this will still not hide this decision that the Collier County Commissioners will be left with for years to come.

Further it is rather unfortunate that the developer does not feel that they should abide be the East Naples Development Plan because it has not been “enacted”. Although it has not been formally adopted it is obvious from the amount of time, effort and money by many parties and organizations to produce such a plan that this is the “will’ of the community. The Developer is obviously not interested in being a contributor or long term neighbor of East Naples, in fact the whole project is really because U-Haul at it’s current location is a hindrance to Metropolitan Developments Mega Project at the Davis Triangle. So they are trying to find the fastest cheapest piece of land to appease U-Haul without consideration of Myrtle Cove Acres or East Naples as a whole. “Just Push it down the road”

The applicants follow up and modifications reference an amended Master site Plan in Attachment 2 within the portal, we cannot seem to locate that, if you have a copy can you please forward to us.

Thank You,
Steve & Claudia Fuller
239-821-4200

Parker Klopf

From: Kathy Smith <smithlife.llc@gmail.com>
Sent: Tuesday, May 14, 2024 3:17 PM
To: Rick LoCastro; LauraDeJohnVEN; Parker Klopf; michaelsawyer@colliercountyfl.gov
Subject: 5396 Myrtle Ln, PL20230016211, PL20230016212

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Re: 5396 Myrtle Lane
PL 20230016211
PL 20230016212

To the Collier County Planners and County Commissioner;

There was a meeting on May 6th at 5:30pm, a Neighborhood Information Meeting, hosted by GradyMinor and Associates, for the above property. Many neighbors attended this meeting, some could not make it because of the time. We had our own neighborhood meeting on May 2nd, with 33 neighbors in attendance.

We had some discussions this past weekend with neighbors that could not make the May 6th meeting. We all feel that this type of project is not good for our little neighborhood. There are too many storage facilities already in our area, one being right next door to this proposed project (CubeSmart). The type of project they are proposing would be better suited in an industrial park or a highly dense commercial area, not in a small residential neighborhood like ours.

Some of the concerns were about the flooding due to a project this large. The West end of Myrtle sits lower than the East end. The West end floods in the rainy season, with some of the properties having severe flooding during hurricanes and heavy rainstorms.

Another huge concern for all of us is the obvious, the traffic in our neighborhood. This will bring too much traffic and unwanted guests to our neighborhood, during construction and afterwards. Our neighborhood does not have sidewalks and we have many young children/grandchildren that play outside and ride bikes, and residents walking pets.

Many of the residents on Myrtle Lane have been in their homes for several years, some for 25–55 years. Our family purchased two lots in 1968, and our home in 1973. The most impacted resident would be 5371, her husband built their home in 1971 and they raised their four children there. She is now a widow and scared to death what this type of project will bring. Our quiet, peaceful neighborhood will be gone.

We all always knew that something would be built there eventually, but never imagined what is being proposed. We feel that what would be built there should be built according to the current zoning and not be allowed any access to/from Myrtle Lane.

When you make your decision regarding this proposed project, our neighborhood is begging you to take into consideration the impact this will have on the residents. Please leave the current zoning in place and do not allow a project of this size next to our neighborhood.

Sincerely,

Joe R. & Katherine L. Smith

5240 Myrtle Lane ~ Naples, FL 34113
smithlife.llc@gmail.com

Docusign Envelope ID: 286F8503-9385-49E3-B18D-19FAD5762B4F

January 7, 2025

Board of County Commissioners
Collier County Government Center
3299 East Tamiami Trail
Naples, FL 34112
Email: Geoffrey.Willig@colliercountyfl.gov

Re: Objection to Proposed Amendment to Ordinance
Ordinance No. 89-05, Collier County GMP
Barefoot Williams Property – Proposed Car Wash

Dear Collier County Board of County Commissioners,

We write to you on behalf of two local, established car wash businesses serving our local community: (1) Pump & Munch Car Wash located at 9995 Tamiami Trail East, Naples, Florida, and (2) Dolphin Auto Spa Express Car Wash located at 6240 Collier Blvd, Naples, Florida. Both of our car washes are within the very close vicinity of the proposed car wash with our locations being 2.2 miles and 2.4 miles away, respectively. We write this letter to raise our concerns and objections to the proposal.

The Applicant claims that the area is in need of another car wash, but that could not be further from the truth. A simple review of the associated maps would show that there are already five substantial car washes within just a three mile radius of the proposed location. Five car washes in this small vicinity is far more than would reasonable for the population in the area, and this oversaturation of the market is exacerbated when out of season. The insertion of another car wash in this oversaturated market will create unmerited stress on the car washes that already serve the limited market in the area and potentially lead to business closures. The Applicant attempts to distinguish itself in the nature of its car wash business, but the reality is that four of the nearby five car washes are essentially identical. Even the County Staff noted their concerns associated with the "high proportion of car washes . . . ."

The Applicant also attempts to paint the approval of the car wash as somehow serving the needs of the local community, but it is difficult to ascertain what needs are being served when there are so many car washes in the area already providing identical service with almost identical facilities. An oversaturation of the market does not serve the local community. It does, however, create strain on local businesses that can lead to closures of the already existing businesses.

Additionally, the Application appears to rely heavily on the argument that the proposal is permitted on the basis that the Home Depot adjacent property has permitted uses of C-5, pursuant to Ordinance 2024-08.

Docusign Envelope ID: 286F8503-9385-49E3-B18D-19FAD5762B4F

A review of Ordinance 2024-08, however, clearly reflects that the Home Depot has permitted uses of *only* C-3. A reliance on the Home Depot zoning being C-5 to permit the car wash is incorrect.

We look forward to attending the hearing to provide our comments in person, and we reserve the right to raise additional matters at the hearing.

Sincerely,

Pump & Munch

DocuSigned by:
Jalal Shehadeh
8A0E5EBC6E9342F...

Jalal "Jay" Shehadeh

Dolphin Auto Spa

DocuSigned by:
Diane Calabrese
1C124F064F0145A...

Diane Calabrese

NOTICE OF PUBLIC HEARING
NOTICE OF INTENT TO CONSIDER ORDINANCES

Notice is hereby given that a public hearing will be held by the **Collier County Board of County Commissioners (BCC)** at **9:00 A.M.** on **January 14, 2025**, in the Board of County Commissioners meeting room, third floor, Collier Government Center, 3299 East Tamiami Trail, Naples FL to consider:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS AMENDING ORDINANCE 89-05, AS AMENDED, THE COLLIER COUNTY GROWTH MANAGEMENT PLAN, SPECIFICALLY AMENDING THE FUTURE LAND USE ELEMENT AND MAPS TO CHANGE THE LAND USE DESIGNATION OF PROPERTY FROM URBAN, MIXED USE DISTRICT, URBAN COASTAL FRINGE SUBDISTRICT TO URBAN COMMERCIAL DISTRICT, 5396 MYRTLE LANE COMMERCIAL SUBDISTRICT TO ALLOW DEVELOPMENT OF UP TO 200,000 SQUARE FEET OF GROSS FLOOR AREA OF INDOOR SELF-STORAGE/WAREHOUSE AND UP TO 3,000 SQUARE FEET OF GROSS FLOOR AREA OF OTHER COMMERCIAL USES, AND FURTHERMORE DIRECTING TRANSMITTAL OF THE ADOPTION AMENDMENT TO THE FLORIDA DEPARTMENT OF COMMERCE. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTHWEST QUADRANT OF TAMIAMI TRAIL EAST AND MYRTLE LANE, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, CONSISTING OF 8.24± ACRES. [PL20230016211]

AND

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA RELATING TO MYRTLE WOODS, AMENDING ORDINANCE NUMBER 2004-41, AS AMENDED, THE COLLIER COUNTY LAI\ID DEVELOPMENT CODE, WHICH ESTABLISHED THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM THE MYRTLE WOODS COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) AND RMF-6 ZONING DISTRICTS TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT FOR A PROJECT TO BE KNOWN AS 5396 MYRTLE LANE COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), TO ALLOW DEVELOPMENT OF UP TO 200,000 SQUARE FEET OF GROSS FLOOR AREA OF INDOOR SELF-STORAGE/WAREHOUSE AND UP TO 3,000 SQUARE FEET OF GROSS FLOOR AREA OF OTHER COMMERCIAL USES ON PROPERTY LOCATED ON THE SOUTHWEST QUADRANT OF TAMIAMI TRAIL EAST AND MYRTLE LANE IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA CONSISTING OF 8.24+/- ACRES; AND PROVIDING FOR REPEAL OF ORDINANCE NO. 2008-09, AS AMENDED, THE MYRTLE WOODS COMMERCIAL PLANNED UNIT DEVELOPMENT; AND BY PROVIDING AN EFFECTIVE DATE. [PL20230016212]

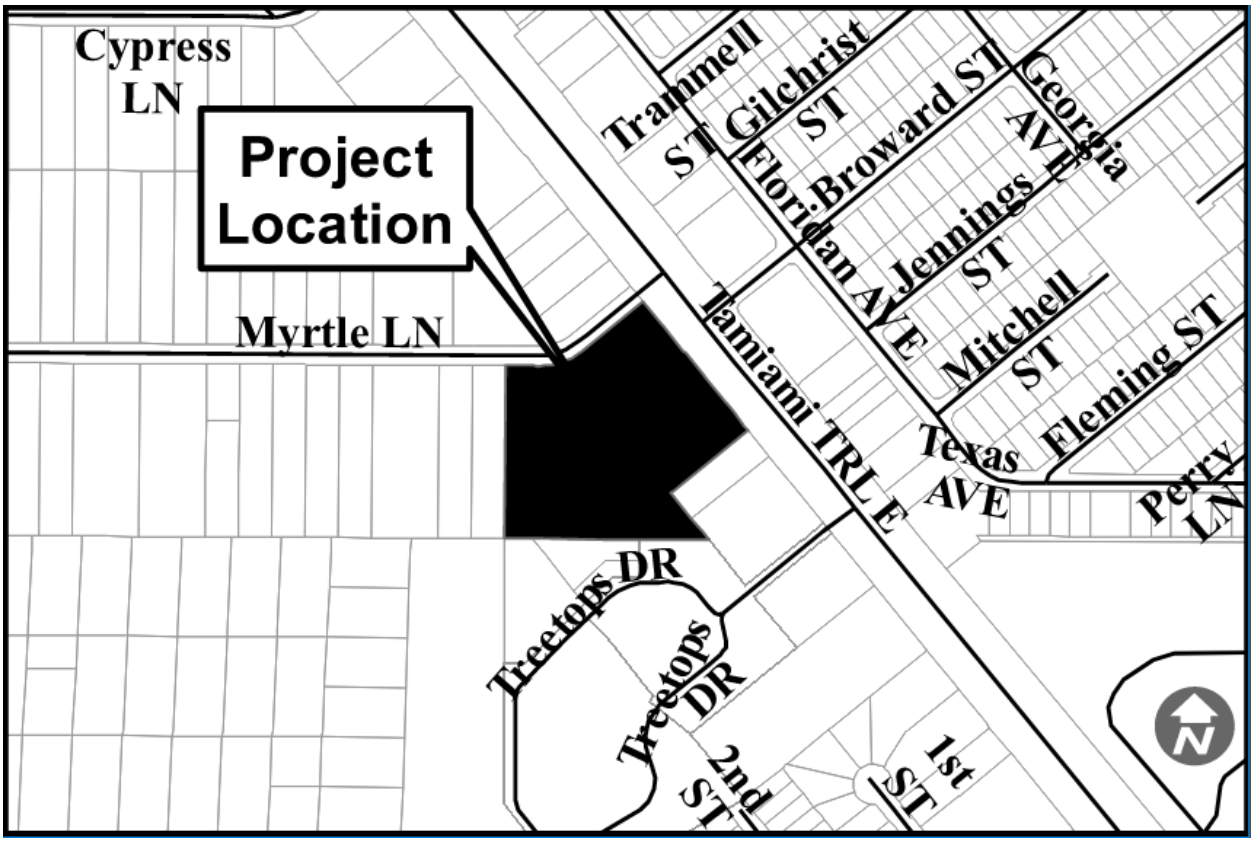
5396 Myrtle Ln (Small scale GMPA) & (PUDR) (PL20230016211 & PL2023001621 ...

Board of County Commissioners

Publication Date: 12/26/2024

Expiration Date: 01/16/2025

Notices.CollierClerk.com



A copy of the proposed Ordinances is on file with the Clerk to the Board and is available for inspection. All interested parties are invited to attend and be heard.

All persons wishing to speak on any agenda item must register with the County Manager prior to presentation of the agenda item to be addressed. Individual speakers will be limited to three (3) minutes on any item. The selection of any individual to speak on behalf of an organization or group is encouraged. If recognized by the Chairman, a spokesperson for a group or organization may be allotted ten (10) minutes to speak on an item. Written materials intended to be considered by the Board shall be submitted to the appropriate County staff a minimum of seven (7) days prior to the public hearing. All materials used in presentations before the Board will become a permanent part of the record.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

Any person who decides to appeal any decision of the **Board** will need a record of the proceedings pertaining thereto and therefore, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Facilities Management Division, located at 3335 Tamiami Trail East, Suite 101, Naples, FL 34112-5356, (239) 252-8380, at least two (2) days prior to the meeting. Assisted listening devices for the hearing impaired are available in the Board of County Commissioners Office.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

CHRIS HALL,
CHAIRMAN

CRYSTAL K. KINZEL,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: Jennifer Hansen
Deputy Clerk (SEAL)

Executive Summary

This item requires that ex-parte disclosure be provided by Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve an Ordinance rezoning property from the Myrtle Woods Commercial Planned Unit Development (CPUD) and RMF-6 zoning districts to a Commercial Planned Unit Development (CPUD) zoning district for a project to be known as 5396 Myrtle Lane Commercial Planned Unit Development (CPUD), to allow development of up to 200,000 square feet of gross floor area of indoor self-storage/warehousing and up to 3,000 square feet of gross floor area of other commercial uses on property located on the southwest quadrant of Tamiami Trail East and Myrtle Lane in Section 29, Township 50 South, Range 26 East, Collier County, Florida consisting of 8.24+/- acres; (Companion to items 9A and 9D)

OBJECTIVE: To have the Board of County Commissioners ("Board") review staff's findings and recommendations along with the recommendations of the Collier County Planning Commission (CCPC) regarding the above referenced petition and render a decision regarding this PUD Rezone (PUDR) petition; and ensure the project is in harmony with all the applicable codes and regulations in order to ensure that the community's interests are maintained.

CONSIDERATIONS: The site consists of four vacant and undeveloped parcels. Three parcels front U.S. 41 (Parcel Nos. 60780920000, 60780960002, and 60781000000) are zoned Myrtle Woods Commercial CPUD by Ordinance 2008-09. The fourth parcel fronts Myrtle Lane (Parcel No. 60780880001) and is zoned Residential Multi-Family – 6 (RMF-6).

The property owner requests to rezone the four parcels totaling ±8.24-acres from Myrtle Woods CPUD and RMF-6 to the 5396 Myrtle Lane CPUD to allow for a U-Haul facility consisting of up to 200,000 square feet of indoor self-storage/warehouse with automotive rental/leasing and outdoor equipment rental/leasing and a maximum of 3,000 square feet of other commercial uses. Exhibit A of the Draft Ordinance (Attachment A) indicates the other proposed commercial uses are those permitted in the C-1, C-2, and C-3 conventional zoning districts.

On February 12, 2008, 7.04 acres of the site were rezoned from Myrtle Woods PUD and C-4 to Myrtle Woods CPUD by Ordinance 2008-09 (provided as Attachment B to this Executive Summary). The 2008 PUD approval permitted the development of 61,000 square feet of commercial uses ranging from retail/office to new vehicle dealers and drive-through restaurants. Warehouse/storage, automotive rental/leasing, and outdoor equipment rental/leasing are not included in the list of currently permitted uses.
Because the proposed uses and intensity are not allowable in the current designation of Urban Coastal Fringe Subdistrict, a companion GMPA petition, PL20230016211, seeks to establish a new subdistrict called 5396 Myrtle Lane Commercial Subdistrict to allow them. An Easement Vacation petition, PL20240005670, is also proposed as a companion item to vacate and relocate a drainage easement on the property.

The subject site is located within the boundaries of the East Naples Community Development Plan (ENCDP), the U.S. 41 East Overlay – Community Center in the Future Land Use Element (FLUE), and on the U.S. 41 East Overlay Map 4 of the Future Land Use Map (FLUM) Series in the Growth Management Plan (GMP). The FLUE overlay allows moderate to low-intensity mixed-use development, commercial development, residential development, hotel/motel uses at a maximum density of 26 units per acre, and certain economic development uses. The Board of County Commissioners (Board) adopted the FLUE overlay in November 2023.

The proposed draft U.S. 41 East Zoning Overlay (U.S. 41 EZO) establishes development standards, design standards, and spacing criteria for commercial uses. The draft zoning overlay has not yet been reviewed or adopted by the Board due to a State legislative preemption prohibiting a county or municipality from adopting more restrictive regulations in their comprehensive plan and Land Development Code (LDC) until October 1, 2026. However, applicants who submit certain land use petitions (rezone, conditional use, GMP amendment) are encouraged to incorporate, where practicable, the proposed standards and spacing criteria contained in the draft zoning overlay.

The ENCDP identifies self-storage warehousing and outdoor storage uses – including equipment storage, etc. – as undesirable uses and discourages the development of these heavy commercial uses along the U.S. 41 East corridor. However, the proposed draft U.S. 41 EZO recognizes private property rights and the desire of property owners to

develop their commercial property. Therefore, the draft zoning overlay includes specific criteria for developing these commercial land uses, including a distance separation from a like use (1/4 mile), providing enhanced buffering with native canopy trees along the roadway frontage and adjacent lots, increasing setbacks from adjacent property lines, limiting parking in front of the buildings to a maximum of one double loaded drive aisle, and, limiting the height and location of outdoor storage to the rear and side yards of the property.

Because the proposed truck and trailer display along the U.S. 41 corridor and residentially oriented Myrtle Lane, is a significant departure from the uses that are contemplated in the U.S. 41 East Overlay – Community Center (moderate to low-intensity mixed-use development, commercial development, residential development, hotel/motel uses at a maximum density of 26 units per acre, and certain economic development uses), and the proposed truck and trailer display and loading zone oriented toward Myrtle Lane warrants measures to protect residents from undesirable views, lighting, noise, or other adverse off-site influences, staff recommended that the trees in the West buffer shall be canopy trees only and understory trees shall not be substituted for canopy trees; and that the buffer along U.S. 41 and Myrtle Lane shall be a Type B buffer and trees shall be hardwoods only. During the CCPC hearing, the petitioner agreed to several conditions recommended by the CCPC, including providing a Type B buffer along Myrtle Lane, which is reflected in the Ordinance attached to this Executive Summary.

No deviations from the Land Development Code (LDC) are proposed.

COLLIER COUNTY PLANNING COMMISSION (CCPC) RECOMMENDATION: The CCPC heard Petition PUDR-PL20230016212, 5396 Myrtle Lane CPUD, on November 21, 2024. Some CCPC members questioned if the proposed changes are an intensification of use and development potential, given the current zoning allows new vehicle dealerships. Staff explained that self-storage is classified as a heavy commercial use because it is only permitted in the C-5 district. However, the change of use is not elevating intensity by other measures, such as the low rate of vehicle trip generation by a self-storage facility. Much discussion centered on the site's proposed access point along Myrtle Lane, and the CCPC consensus was to recommend that the access point be thoroughly evaluated by staff at the time of Site Development Plan permitting and decisions about whether to construct it and how to design it would be determined based on safety considerations at that time.

Seven members of the public spoke in opposition to the PUD Rezone request. Concerns related to safety, increased traffic, inexperienced drivers of U-Haul vehicles accessing Myrtle Lane, incompatibility with single-family residential character, inconsistency with the vision of the East Naples Community Development Plan, propane distribution near the neighborhood, the proliferation of self-storage facilities in the area, noise, diesel odors, the narrowness of Myrtle Lane, and hazardous conditions for school children who walk across the U.S. 41/Broward Street intersection.

The CCPC members voted 6-1 to recommend approval subject to the following conditions:

- Signage indicating "right turn only for trucks" is required at the Myrtle Lane driveway exiting the site, should that driveway be constructed.
- Cost for traffic signal modifications at the U.S. 41 and Broward Street intersection is the responsibility of the petitioner.
- Outdoor amplified sound, including a public address system, is prohibited.
- A Type B Landscape Buffer shall be provided along Myrtle Lane.
- Minor repairs and truck washing are permitted. Otherwise, vehicle maintenance is prohibited.
- County Transportation staff shall evaluate the proposed access point along Myrtle Lane at the time of Site Development Plan permitting, and decisions about whether it should be constructed and how it should be designed will be determined based on safety considerations at that time.

The dissenting CCPC's position was due to the resident's concerns, and doubts that the project is an asset to the area, and concern with the unchecked spread of storage facilities.

The conditions recommended by the CCPC are included in the Ordinance attached to this summary.

ENVIRONMENTAL ADVISORY COUNCIL (EAC) RECOMMENDATION: This project does not require Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances.

FISCAL IMPACT: The rezoning by and of itself will have no fiscal impact on Collier County. There is no guarantee that the project, at build-out, will maximize its authorized level of development. However, if the PUD Rezone is approved, a portion of the land could be developed, and the new development will result in an impact on Collier County public facilities.

The County collects impact fees prior to the issuance of a Certificate of Occupancy to help offset the impact of each new development on public facilities. These impact fees are used to fund projects identified in the Capital Improvement Element of the Growth Management Plan as needed to maintain the adopted Level of Service (LOS) for public facilities. Other fees collected prior to the issuance of a building permit include building permit review fees. Finally, additional revenue is generated by the application of ad valorem tax rates, and that revenue is directly related to the value of the improvements. Please note that impact fees and taxes collected were not included in the criteria used by staff and the Planning Commission to analyze this petition.

GROWTH MANAGEMENT IMPACT: The subject site is designated as: Urban Designation, Mixed Use District, Urban Coastal Fringe Subdistrict on the Future Land Use Map of the Growth Management Plan (GMP) and in the Coastal High Hazard Area. The Urban Coastal Fringe Subdistrict is intended to provide transitional densities between the Conservation designated area (primarily located to the south of the Subdistrict) and the remainder of the Urban designated area (primarily located to the north of the Subdistrict). An amendment to the GMP is needed to increase the intensity on the property. This PUD Rezoning may only be deemed consistent with the Future Land Use Element (FLUE) of the GMP if the companion GMPA-PL20230016211 is approved and goes into effect and the uses and intensities in this PUD align with those in the GMP Amendment.

Based on the Traffic Impact Statement, the 2022 and 2023 AUIR, State Statute 163.3180, and the Transportation Concurrency Exception Area provisions of the GMP, the subject PUD can be found to be consistent with Policy 5.1 of the Transportation Element of the GMP. The TIS indicates that the adjacent roadway network has sufficient capacity to accommodate this project within the 5-year planning period.

No native vegetation preservation is required, and no native vegetation or listed species are present on-site. Therefore, the petition meets the requirements of the Conservation and Coastal Management Element Policy 6.1.1, Policy 7.1.1, and Section 3.05.07 of the Land Development Code.

This petition cannot be approved unless the companion GMP Amendment is adopted and goes into effect. This petition has an effective date linked to the effective date of the companion GMP Amendment.

LEGAL CONSIDERATIONS: This is a site-specific rezone to a Commercial Planned Unit Development (CPUD) Zoning District for a project which will be known as the Pa5396 Myrtle Lane CPUD. The burden falls upon the applicant to prove that the proposed rezone is consistent with all the criteria set forth below. The burden then shifts to the Board of County Commissioners, should it consider denying the rezone, to determine that such denial would not be arbitrary, discriminatory or unreasonable. This would be accomplished by finding that the proposal does not meet one or more of the listed criteria below.

Should this item be denied, Florida Statutes section 125.022(3) requires the County to provide written notice to the applicant citing applicable portions of an ordinance, rule, statute, or other legal authority for the denial.

Criteria for PUD Rezones

Ask yourself the following questions. The answers assist you in making a determination for approval or not.

1. **Consider:** The suitability of the area for the type and pattern of development proposed in relation to physical characteristics of the land, surrounding areas, traffic and access, drainage, sewer, water, and other utilities.

2. Is there an adequacy of evidence of unified control and suitability of agreements, contract, or other instruments or for amendments in those proposed, particularly as they may relate to arrangements or provisions to be made for the continuing operation and maintenance of such areas and facilities that are *not* to be provided or maintained at public expense? *Findings and recommendations of this type shall be made only after consultation with the County Attorney.*

3**.** **Consider:** Conformity of the proposed CPUD with the goals, objectives and policies of the Growth Management Plan.

4**.** **Consider:** The internal and external compatibility of proposed uses, which conditions may include restrictions on location of improvements, restrictions on design, and buffering and screening requirements.

5. Is there an adequacy of usable open space areas in existence and as proposed to serve the development?

6**.** **Consider:** The timing or sequence of development (as proposed) for the purpose of assuring the adequacy of available improvements and facilities, both public and private.

7. **Consider:** The ability of the subject property and of surrounding areas to accommodate expansion.

8**.** **Consider:** Conformity with CPUD regulations, or as to desirable modifications of such regulations in the particular case, based on a determination that such modifications are justified as meeting public purposes to a degree at least equivalent to literal application of such regulations.

9. Will the proposed change be consistent with the goals, objectives, and policies and future land use map and the elements of the Growth Management Plan?

10. Will the proposed CPUD Rezone be appropriate considering the existing land use pattern?

11. Would the requested CPUD Rezone result in the possible creation of an isolated district unrelated to adjacent and nearby districts?

12**.** **Consider:** Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

13**.** **Consider:** Whether changed or changing conditions make the passage of the proposed amendment necessary.

14. Will the proposed change adversely influence living conditions in the neighborhood?

15. Will the proposed change create or excessively increase traffic congestion or create types of traffic deemed incompatible with surrounding land uses because of peak volumes or projected types of vehicular traffic, including activity during construction phases of the development, *or otherwise affect public safety*?

16. Will the proposed change create a drainage problem?

17. Will the proposed change seriously reduce light and air to adjacent areas?

18. Will the proposed change adversely affect property values in the adjacent area?

19. Will the proposed change be a deterrent to the improvement or development of adjacent property in accordance with existing regulations?

20**.** **Consider:** Whether the proposed change will constitute *a grant of special privilege* to an individual owner as contrasted with the public's welfare.

21. Are there substantial reasons why the property cannot ("reasonably") be used in accordance with existing zoning? (a "core" question…)

22. Is the change suggested out of scale with the needs of the neighborhood or the county?

23. **Consider:** Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use.

24. **Consider:** The physical characteristics of the property and the degree of site alteration which would be required to make the property usable for any of the range of potential uses under the proposed zoning classification.

25. **Consider:** The impact of development resulting from the proposed CPUD rezone *on the availability of adequate public facilities and services* consistent with the levels of service adopted in the Collier County Growth Management Plan and as defined and implemented through the Collier County Adequate Public Facilities Ordinance [Code ch.106, art.II], as amended.

26. Are there other factors, standards, or criteria relating to the CPUD rezone request that the Board of County Commissioners shall deem important in the protection of public health, safety, and welfare?

The Board must base its decision upon the competent, substantial evidence presented by the written materials supplied to it, including but not limited to the Staff Report, Executive Summary, maps, studies, letters from interested persons, and the oral testimony presented at the BCC hearing as these items relate to these criteria. The proposed Ordinance was prepared by the County Attorney's Office. This item has been approved as to form and legality, and requires an affirmative vote of four for Board approval. – HFAC

RECOMMENDATIONS: To approve Petition PUDR-PL20230016212, subject to approval of the companion GMPA with an effective date linked to the effective date of the companion GMPA petition.

PREPARED BY: Ray Bellows, AICP, Zoning Manager

ATTACHMENTS:
1. CCPC Staff Report
2. Att A - Ordinance - 121824
3. Att B - Ordinance 2008-09
4. Att C - PL20230016212 CCPC Backup
5. Att D - NIM Documentation PL20230016212
6. Att E - Public Comments
7. Sign Posting Affidavit
8. legal ad - agenda IDs 24-2246 & 24-2256 - 5396 Myrtle Ln GMPA & PUDR PL20230016211 & PL20230016212

Collier County

STAFF REPORT

TO: COLLIER COUNTY PLANNING COMMISSION

FROM: ZONING DIVISION – ZONING SERVICES SECTION
GROWTH MANAGEMENT COMMUNITY DEVELOPMENT DEPARTMENT

HEARING DATE: NOVEMBER 21, 2024

SUBJECT: PL20230016212; 5396 MYRTLE LANE CPUD
(Companion to GMPA-PL20230016211)

Owner:
KC Naples Tamiami LLC
101 N. Wacker Dr. #611
Chicago, IL 60606

Applicant:
Metropolitan Naples, LLC
1500 Fifth Ave. S., Suite 106
Naples, FL 34102

Agents:
D. Wayne Arnold, AICP
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Spring, FL 34134

Richard D. Yovanovich, Esq
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N, Suite 300
Naples, FL 34103

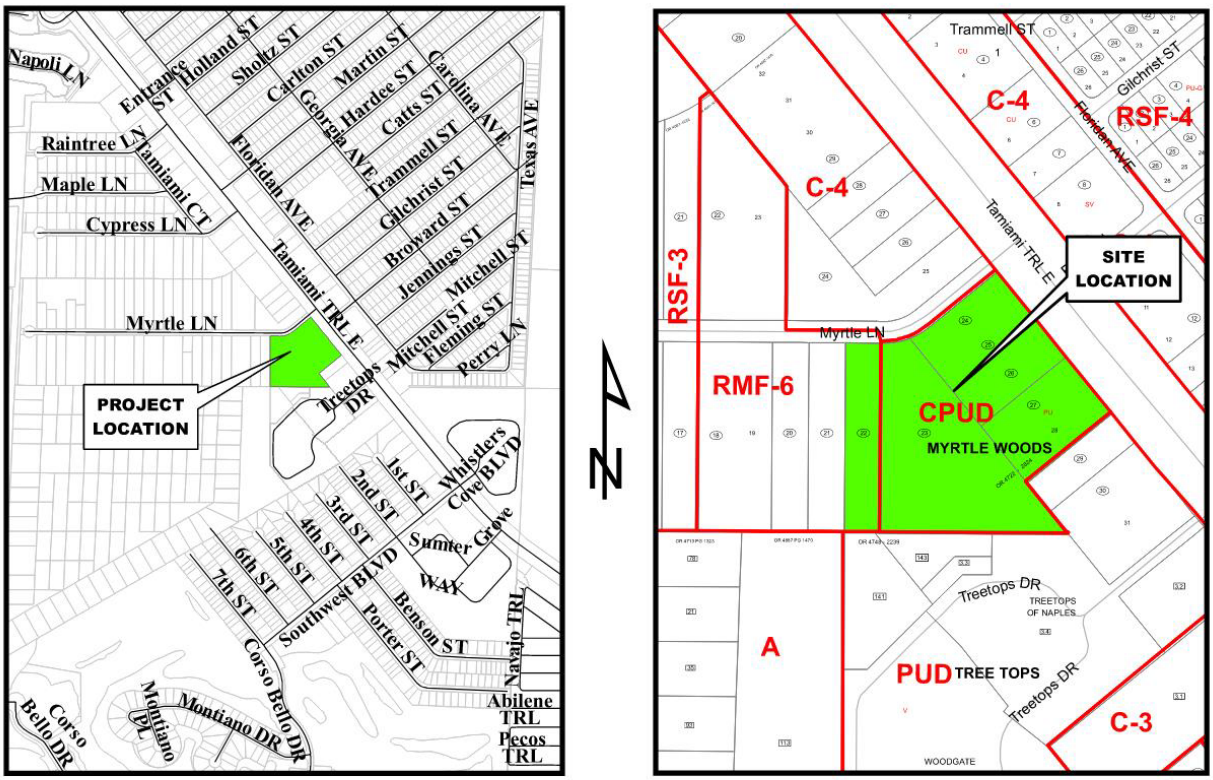
REQUESTED ACTION:

The petitioner requests that the Collier County Planning Commission (CCPC) consider a rezone of ±8.24 acres from the Myrtle Woods Commercial Planned Unit Development (CPUD) and the Residential Multi-Family – 6 (RMF-6) zoning districts to the 5396 Myrtle Lane Commercial Planned Unit Development (CPUD) zoning district to allow development of up to 200,000 square feet gross floor area of indoor self-storage/warehouse with automotive rental and leasing and outdoor equipment rental and leasing and a maximum of 3,000 square feet of gross floor area of other commercial uses.

A companion Growth Management Plan Amendment (GMPA-PL20230016211) is requested to establish a new subdistrict called 5396 Myrtle Lane Commercial Subdistrict on land currently designated Urban Designation, Mixed Use District, Urban Coastal Fringe to allow the proposed uses and intensities.

GEOGRAPHIC LOCATION:

The subject property is located on the southwest quadrant of Tamiami Trail East and Myrtle Lane in Section 29, Township 50 South, Range 26 East, Collier County, Florida. *(See location map on following page)*



Petition Number: PL20230016212

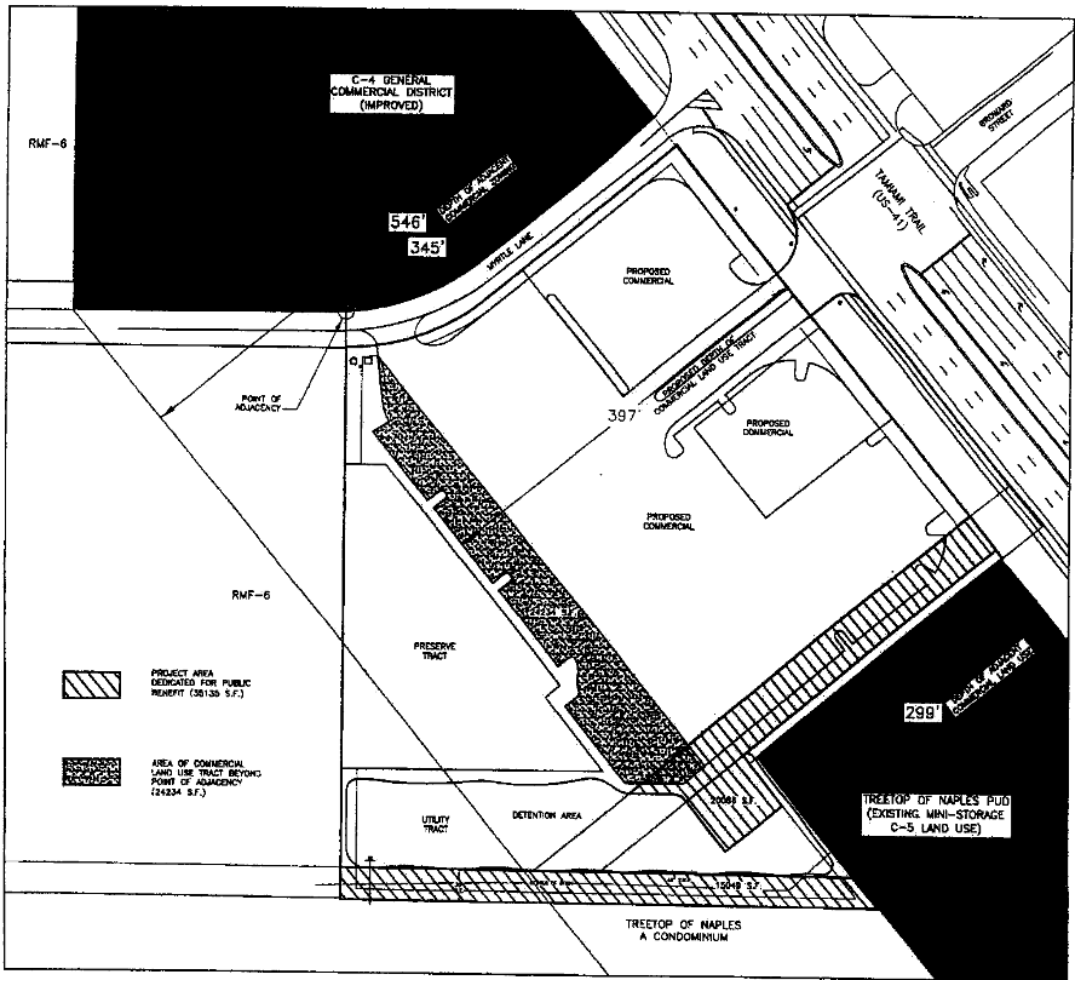
PURPOSE AND DESCRIPTION OF PROJECT:

The site consists of four parcels that are vacant and undeveloped. Three parcels front U.S. 41 (Parcel Nos. 60780920000, 60780960002, and 60781000000); these are zoned Myrtle Woods Commercial CPUD by Ordinance 2008-09. The fourth parcel fronts on Myrtle Lane (Parcel No. 60780880001) and is zoned Residential Multi-Family – 6 (RMF-6).

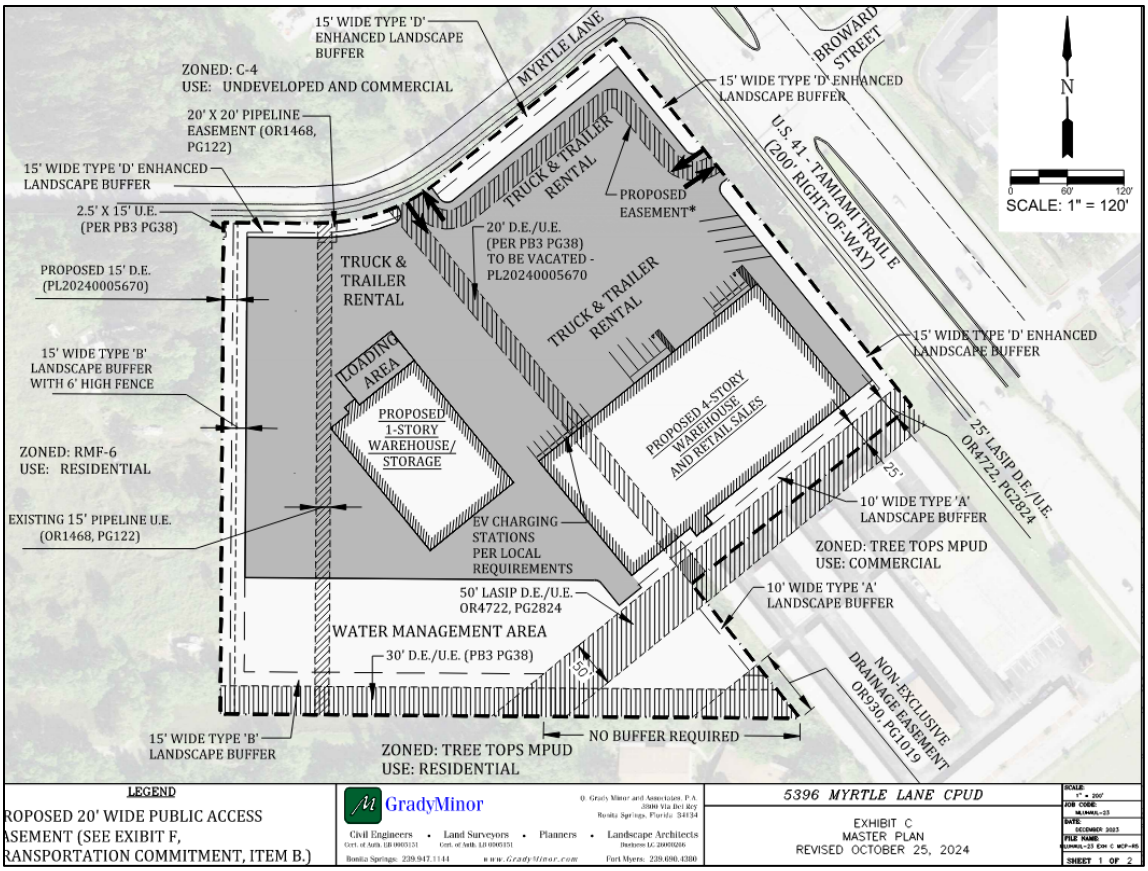
The property owner requests to rezone the four parcels totaling ±8.24-acres from Myrtle Woods CPUD and RMF-6 to the 5396 Myrtle Lane CPUD to allow for a U-Haul facility consisting of up to 200,000 square feet of indoor self-storage/warehouse with automotive rental/leasing and outdoor equipment rental/leasing, and a maximum of 3,000 square feet of other commercial uses. Exhibit A of the Draft Ordinance (Attachment A) indicates the other proposed commercial uses are those permitted in the C-1, C-2, and C-3 conventional zoning districts.

Approximately 5.66 acres of the subject site were zoned Myrtle Woods PUD by Ordinance 81-23, approved on May 5, 1981, which permitted 45 residential units and commercial uses ranging from retailers to new car dealerships, shopping centers, and vehicle rental. This PUD was *repealed* on February 12, 2008, when 7.04 acres were rezoned from Myrtle Woods PUD and C-4 to Myrtle Woods CPUD by Ordinance 2008-09 (Attachment B), which permits the development of 61,000 square feet of commercial uses ranging from retail/office to new vehicle dealers and drive through restaurants. Warehouse/storage, automotive rental/leasing, and outdoor equipment rental/leasing are not included in the list of currently permitted uses.

The top exhibit below shows the arrangement of commercial uses, preserve area, and access currently approved for the Myrtle Woods CPUD per Ordinance 08-09, followed by the proposed Master Plan.



Master Plan Exhibit titled "Infill Commercial Exhibit 1" from Myrtle Woods CPUD (See Attachment B for Ordinance 08-09)



Proposed Master Plan for 5396 Myrtle Lane CPUD (See Attachment A for Draft Ordinance)

Per Ordinance 08-09 for the Myrtle Woods CPUD, the approved maximum zoned building height is three stories/50 feet or 75 feet maximum actual height, including architectural appurtenances. The current Ordinance contains Transportation Commitment K in Exhibit F, List of Developer Commitments, requiring a public access easement from Myrtle Lane to the signalized intersection of US 41 and Broward Street. Exhibit F also includes Water Management Commitment B to dedicate a 50-foot-wide drainage and utility easement and Utilities Commitment D to dedicate a 60-foot by 70-foot well site easement and associated utilities and access easement. The Stormwater and Utility requirements have been reviewed as part of the proposed PUD rezoning and Easement Vacation petition, PL20240005670, which is currently under review to vacate and relocate a drainage easement on the property.

The proposed PUD rezoning adds indoor self-storage/warehouse with automotive rental/leasing and outdoor equipment rental/leasing as permitted uses. A total of 17 uses are prohibited, including the seven prohibited uses listed in Ordinance 08-09. Maximum heights are proposed to be 50 feet (zoned) and 60 feet (actual), which is consistent with the current PUD. Transportation Commitment B in Exhibit F, List of Development Commitments, includes the requirement for a public access easement that connects vehicles from Myrtle Lane to the US 41/Broward Street intersection; the final location will be coordinated with the County Transportation Planning staff.

The companion GMPA petition (PL20230016211) seeks to establish a new subdistrict called 5396 Myrtle Lane Commercial Subdistrict on land currently designated Urban Designation, Mixed Use District, Urban Coastal Fringe Subdistrict, which would support the proposed uses and intensities. The site is within the boundaries of the East Naples Community Development Plan (ENCDP), which is discussed in more detail in the GMP Consistency section on pages 6-7 of this report.

No deviations are requested.

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SURROUNDING LAND USE AND ZONING:

This section of the staff report identifies the land uses, zoning classifications, and maximum approved densities for properties surrounding the subject site. The subject site is zoned Myrtle Woods Commercial Planned Unit Development (CPUD) District and Residential Multi-Family – 6 (RMF-6) District and is vacant and undeveloped.

North: To the north across Myrtle Lane is vacant land and a florist shop zoned General Commercial District (C-4)

East: Immediately east of the property is CubeSmart mini storage zoned Treetops of Naples MPUD (Ord 80-91), and across Tamiami Trail is the Green Store, a carwash, and a laundromat zoned General Commercial District (C-4)

South: Immediately south is multi-family residential zoned Treetops of Naples MPUD (Ord 80-91).

West: West of the property is single-family residential zoned Residential Multi-Family – 6 (RMF-6)



GROWTH MANAGEMENT PLAN (GMP) CONSISTENCY:

Future Land Use Element (FLUE): The subject site is designated as: Urban Designation, Mixed Use District, Urban Coastal Fringe Subdistrict on the Future Land Use Map of the Growth Management Plan (GMP) and in the Coastal High Hazard Area. The Urban Coastal Fringe Subdistrict is intended to provide transitional densities between the Conservation designated area (primarily located to the south of the Subdistrict) and the remainder of the Urban designated area (primarily located to the north of the Subdistrict).

An amendment to the GMP is needed to increase the intensity on the property. This PUD Rezoning may only be deemed consistent with the Future Land Use Element (FLUE) of the GMP if the companion GMPA-PL20230016211 is approved and goes into effect and the uses and intensities in this PUD align with those in the GMPA.

The subject site is located within the boundaries of the East Naples Community Development Plan (ENCDP), the US 41 East Overlay – Community Center in the Future Land Use Element (FLUE), and on the US 41 East Overlay Map 4 of the Future Land Use Map (FLUM) Series in the Growth Management Plan (GMP), and, within the proposed *draft* US 41 East Zoning Overlay (US 41 EZO).

The community developed the ENCDP through a series of public meetings and surveys, and it reflects the overall vision of the community; the Board of County Commissioners accepted the ENCDP in October 2020. The ENCDP promotes the strategic placement of land uses to enhance the community's sense of place and provides guidance for future development and redevelopment for employment, leisure, dining, and shopping opportunities to meet the growing needs of the community. The community worked with County staff and a consultant to develop a FLUE overlay and a zoning overlay for the US 41 East corridor to implement the ENCDP for that area. The FLUE overlay allows moderate to low-intensity mixed-use development, commercial development, residential development, hotel/motel uses at a maximum density of 26 units per acre, and certain economic development uses; the Board of County Commissioners (BCC) adopted the FLUE overlay in November 2023. The site's designation within a Community Center is intended to allow moderate to low-intensity mixed-use development, commercial, residential development, hotel/motel at a maximum density of 26 units per acre, and certain economic development uses.

The proposed *draft* zoning overlay establishes development standards, design standards, and spacing criteria for commercial uses. The *draft* zoning overlay has not yet been reviewed or adopted by the BCC due to a State legislative preemption prohibiting a county or municipality from adopting more restrictive regulations in their comprehensive plan and Land Development Code (LDC) until Oct. 1, 2026. However, applicants who submit certain land use petitions (rezone, conditional use, GMP amendment) are encouraged to incorporate, where practicable, the proposed standards and spacing criteria contained in the *draft* zoning overlay.

The ENCDP identifies self-storage warehousing and outdoor storage uses – including equipment storage, etc. – as undesirable uses and discourages the development of these heavy commercial uses along the US 41 East corridor. However, the proposed *draft* US 41 EZO recognizes private property rights and the desire of property owners to develop their commercial property. Therefore,

the *draft* zoning overlay includes specific criteria for developing these commercial land uses, including a distance separation from a like use (1/4 mile), providing enhanced buffering with native canopy trees along the roadway frontage and adjacent lots, increasing setbacks from adjacent property lines, limiting parking in front of the buildings to a maximum of one double loaded drive aisle, and, limiting the height and location of outdoor storage to the rear and side yards of the property.

Relevant to this petition, the petitioner has not committed to providing a separation of a quarter mile from any existing self-storage and/or outdoor storage facility nor limiting outdoor storage/display to the rear and side yards of lots/parcels. The petitioner has arranged the site so that customer parking along US 41 does not exceed one double-loaded drive aisle, although trucks and trailers for rent will be displayed along US 41 and Myrtle Lane to a greater degree. The petitioner has committed to enhancing the buffers along US 41 and Myrtle Lane by having the required canopy trees a minimum of 14 feet tall at the time of planting and palm tree clusters of staggered heights between the canopy trees; additionally, the right-of-way canopy trees will be native, and palms may not be substituted, which is consistent with the proposed *draft* US 41 East zoning overlay.

Because the proposed truck and trailer display along the US 41 corridor and along residentially oriented Myrtle Lane is a significant departure from the uses that are contemplated in the US 41 East Overlay – Community Center (moderate to low-intensity mixed-use development, commercial development, residential development, hotel/motel uses at a maximum density of 26 units per acre, and certain economic development uses), and the proposed truck and trailer display and loading zone oriented toward Myrtle Lane warrants measures to protect residents from undesirable views, lighting, noise, or other adverse off-site influences, staff's recommendation is to further enhance the buffering to include:

- ***The trees in the West buffer shall be canopy trees only. Understory trees shall not be substituted for canopy trees.***

- ***The buffer along US 41 and Myrtle Lane shall be a Type B buffer. Trees shall be hardwoods only.***

Transportation Element: In evaluating this project, staff reviewed the applicant's August 20, 2024, Traffic Impact Statement for consistency with Policy 5.1 of the Transportation Element of the Growth Management Plan (GMP) using the 2022 and 2023 Annual Update and Inventory Reports (AUIR).

Policy 5.1 of the Transportation Element of the GMP states:

> *"The County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway segment*

that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service Standard within the five year AUIR planning period, unless specific mitigating stipulations are also approved. A petition or application has significant impacts if the traffic impact statement reveals that any of the following occur:

a. For links (roadway segments) directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume;
b. For links adjacent to links directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume; and
c. For all other links the project traffic is considered to be significant up to the point where it is equal to or exceeds 3% of the adopted LOS standard service volume.

Mitigating stipulations shall be based upon a mitigation plan prepared by the applicant and submitted as part of the traffic impact statement that addresses the project's significant impacts on all roadways."

Staff Findings: According to the Traffic Impact Study (TIS) provided with this petition, the proposed development will generate a projected total of +/- 62 PM peak hour, 2-way trips on the adjacent roadway segments of Tamiami Trail East (US-41). This represents a reduction of (- 176) PM peak hour, 2-way trips on the roadways from the previously allowed 61,000 square foot shopping center. The trips generated by this development will occur on the following adjacent roadway link:

Link/Roadway	Link	Current Peak Hour Peak Direction Volume/Peak Direction	Projected P.M. Peak Hour/Peak Direction Project Trips (1)	2022 AUIR LOS/ Remaining Capacity	2023 AUIR LOS/ Remaining Capacity
93.0/Tamiami Trail East (US-41)	Rattlesnake Hammock Rd to Triangle Blvd	3,000/East	29/East	D/ 280 (2)	D/ 307 (2)

(1) Source for P.M. Peak Hour/Peak Direction Project Traffic is from the August 20, 2024 Traffic Impact Statement provided by the petitioner.
(2) Expected Deficiency due to Trip Bank not caused by this proposed development (see State Statute 163.3180). Additionally, this development is located in the recently expanded Traffic Congestion Exception Area (TCEA). This development also shows a net reduction in the number of potential trips on the network of (-176) PM peak hour trips compared to the currently allowed commercial uses for this PUD.

Provisions of Florida Statute 163.3180

- Must allow an applicant to enter into a binding agreement to pay or construct their proportionate fair share.
- Facilities determined to be deficient with existing, committed, and vested trips plus projected background traffic from any source other than the development shall be removed from the proportionate share calculation.

- The improvement necessary to correct this type of deficiency is the funding responsibility of the maintaining entity.
- Applicant must receive a credit for the anticipated road impact fees.
- The expected and existing deficiencies are not caused by this proposed development.

Based on the TIS, the 2022 and 2023 AUIR, State Statute 163.3180, and the TCEA provisions of the GMP, the subject PUD can be found to be consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan. The Traffic Impact Statement (TIS) indicates that the adjacent roadway network has sufficient capacity to accommodate this project within the 5-year planning period.

Conservation and Coastal Management Element (CCME): The petition, as proposed, will not affect the requirements of the GMP's Conservation and Coastal Management Element (CCME). No preservation is required, and no native vegetation or listed species are present on-site. Therefore, the petition meets the requirements of CCME Policy 6.1.1, Policy 7.1.1, and Section 3.05.07 of the LDC. Environmental Services staff recommends approval.

GMP Conclusion: This PUD Rezoning may only be deemed consistent with the Future Land Use Element (FLUE) of the Growth Management Plan if the companion GMPA-PL20230016211 is approved and goes into effect and the uses and intensities in this PUD align with those in the GMPA.

STAFF ANALYSIS:

Staff has completed a comprehensive evaluation of this petition, including the criteria upon which a recommendation must be based, specifically noted in LDC Section 10.02.13.B.5, Planning Commission Recommendation (referred to as the "PUD Findings"), and Section 10.02.08.F, Nature of Requirements of Planning Commission Report (referred to as "Rezone Findings"), which establish the legal basis to support the CCPC's recommendation. The CCPC uses the aforementioned criteria as the basis for its recommendation to the Board, who in turn use the criteria to support their action on the rezoning or amendment request. An evaluation relative to these subsections is discussed below under the heading " Zoning Review." In addition, staff offers the following analyses:

Environmental Review: Environmental Planning staff has reviewed the petition for compliance with the GMP and the LDC and recommends approval.

Environmental Services staff has reviewed the petition to address environmental concerns. The existing site conditions were field verified by staff during the review of the PUD rezoning petition. This is the location of the Myrtle Woods PUD, which was originally approved in 1981 and amended to its current uses by Ordinance 08-09. Ordinance 08-09 had a .98 acre preserve tract; however, a site inspection by ES staff revealed that the property is dominated by invasive exotic vegetation. The Master Plan does not show a preserve since no minimum preservation is required; additionally, no listed animal species were observed on the property.

This project does not require an Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances. Environmental Services staff recommend approval of the proposed petition.

Transportation Review: The Transportation Planning staff has reviewed the petition for compliance with the GMP and the LDC. All work in the right-of-way requires a right-of-way permit, and all construction plans for the improvements associated with access require County or FDOT approval, as appropriate. As part of the US 41/Broward Street intersection improvements associated with this project, a crosswalk from the sidewalk at the PUD project entrance on US 41 to the sidewalk on Broward Street will provide pedestrian access to the existing CAT bus stop on Broward Street. Transportation Planning Staff recommends approval.

Utility Review: The project lies within the regional potable water service area and the South wastewater service area of the Collier County Water-Sewer District (CCWSD). Water and wastewater services are available via existing infrastructure within the adjacent right-of-way. Sufficient water and wastewater treatment capacities are available.

Any improvements to the CCWSD's water or wastewater systems necessary to provide sufficient capacity to serve the project will be the responsibility of the owner/developer and will be conveyed to the CCWSD at no cost to the County at the time of utility acceptance.

Landscape Review: In an effort to be consistent with buffer standards for pending petition PL20220005137, 11760 Tamiami Trail East Rezone, which were based on public input related to the ENCDP, staff recommends approval subject to the following conditions:

- ***The trees in the West buffer shall be canopy trees only. Understory trees shall not be substituted for canopy trees.***

- ***The buffer along US 41 and Myrtle Lane shall be a Type B buffer. Trees shall be hardwoods only.***

These conditions will particularly help screen views of the truck and trailer rental and loading that faces Myrtle Lane to the west of the Myrtle Lane access point.

Zoning Review: Zoning staff has evaluated the proposed uses, intensity, and compatibility.

The land use pattern in the local area contains a mix of residential and commercial uses. The current zoning of the property is RMF-6, which allows residential up to 6 dwelling units per acre, and Myrtle Woods CPUD, which is permitted for up to 61,000 square feet of commercial use.

The PUDR request is an intensification of use with the addition of three primary permitted uses, two of which are only permitted in the C-5 zoning district, as displayed below.

Proposed Permitted Use	Myrtle Woods CPUD (Ord. 08-09)	C-4 General Commercial	C-5 Heavy Commercial
Automotive rental and leasing, only vehicles for which a commercial driver's license is not required (7513, 7519 only trailer and utility trailer rental).	N/A	Conditional Use	Permitted
Outdoor equipment rental and leasing (no construction equipment may be leased or rented) (7359, including only truck and tool rental and leasing. No vehicle rentals are permitted, which require a commercial driver's license)	N/A	Permitted	Permitted
Indoor storage, including cube storage and moving supplies sales (4225 and 4226, including only household goods and furniture storage)	N/A	Conditional Use	Permitted

The PUDR request represents an intensification of over three times the currently approved building area, allowing up to 200,000 gross square feet of indoor self-storage/warehouse and a maximum of 3,000 gross square feet of other commercial uses. The Master Plan is reconfigured with more of the site designated for buildings and parking; no preserve area is required.

The proposed development standards are generally consistent with the C-4 General Commercial zoning district dimensional standards of LDC Section 4.02.01. The building heights proposed for the four-story warehouse building and one-story warehouse/storage building are 50 feet maximum zoned height and 60 feet maximum actual height; this aligns with the current PUD maximum zoned building height of 3 stories/50 feet or 75 feet maximum actual height including architectural appurtenances. The proposed maximum heights are less than the maximum zoned height of 75 feet, which applies to the conventional zoning district that predominates the corridor (C-4).

LDC Section 4.07.02.B. requires that development within a PUD district shall be compatible with established or planned uses of surrounding neighborhoods and property. This section states that fences, walls, or vegetative screening at the boundaries of PUD districts shall be provided, at a minimum, in accordance with the landscaping/buffering requirements of section 4.06.00 to protect residents from undesirable views, lighting, noise, or other adverse off-site influences, or to protect residents of adjoining districts from similar possible influences from within the PUD district. LDC Section 4.07.02 B.4 requires that PUDs with off-street parking areas for five or more cars, service areas for loading or unloading vehicles other than passengers, and areas for storage and collection of trash and garbage shall be screened.

While the existing and permitted land uses along the six-lane arterial corridor of US 41 are generally commercial and auto-oriented uses associated with the C-4 zoning district, the character along Myrtle Lane is that of an established low-density residential neighborhood. The impact of introducing higher intensity uses and square footage at the Myrtle Lane/US 41 intersection should be mitigated in recognition of the lower intensity residential area to the west by minimizing the

degree of incompatible size, scale, noise, views, and traffic associated with the development in relation to the Myrtle Lane neighborhood.

The current Myrtle Woods Ordinance 08-09 contains Transportation Commitment K in Exhibit F, List of Developer Commitments, requiring a public access easement from Myrtle Lane to the signalized intersection of US 41 and Broward Street.

Aspects of the proposed PUD that help minimize the degree of incompatibility include:

- A total of 17 uses are prohibited, including the seven prohibited uses listed in Ordinance 08-09.
- The proposed maximum 50 feet-zoned height and 60 feet actual height align with the current PUD maximum zoned building height of 3 stories/50 feet or 75 feet maximum actual height, including architectural appurtenances. The proposed maximum heights are less than the maximum zoned height of 75 feet, which applies to the conventional zoning district that predominates the corridor (C-4).
- Landscaping Commitment A in Exhibit F, List of Development Commitments, includes that buffers will be enhanced along US 41 and Myrtle Lane with required canopy trees a minimum of 14 feet tall at the time of planting and palm tree clusters of staggered heights between the canopy trees; additionally, the right-of-way canopy trees will be native, and palms may not be substituted.
- Transportation Commitment B in Exhibit F, List of Development Commitments, includes the requirement for a public access easement that connects vehicles from Myrtle Lane to the US 41/Broward Street intersection; the final location will be coordinated with the County Transportation Planning staff.
- Planning Commitment A in Exhibit F, List of Development Commitments, includes specifications for parking lot lighting to be dark sky compliant and light levels limited to no more than 0.2-ft-candles along the joint property line adjacent to residential property.

The following additional measures to help minimize the degree of incompatibility and adverse off-site influences are recommended as conditions of approval:

- ***The trees in the West buffer shall be canopy trees only. Understory trees shall not be substituted for canopy trees.***

- ***The buffer along US41 and Myrtle Lane shall be a Type B buffer. Trees shall be hardwoods only.***

PUD and Rezoning Findings summarized below offer conclusions of zoning services review.

PUD FINDINGS:

LDC Section 10.02.13.B.5 states that, "In support of its recommendation, the CCPC shall make findings as to the PUD Master Plan's compliance with the following criteria in addition to the findings in LDC Section 10.02.08." (Zoning Division staff responses in non-bold).

1. ***The suitability of the area for the type and pattern of development proposed in relation to physical characteristics of the land, surrounding areas, traffic and access, drainage, sewer, water, and other utilities.***

   The site is along the US 41 corridor, a six-lane arterial roadway developed with a mix of commercial and auto-oriented uses. The proposed uses are generally consistent with the conditions along the corridor, namely, the Cube Smart self-storage facility adjoining the site to the southeast; however, the proposed intensity contrasts with the adjoining low-density residential character along Myrtle Lane and the Treetops multifamily neighborhood to the southwest. The proposed intensity will only be allowable if the companion GMPA-PL20230016211 is approved and becomes effective.

   Stormwater and Utility requirements have been reviewed as part of the proposed PUD rezoning, and the Easement Vacation petition PL20240005670 is in the process of vacating and relocating a drainage easement on the property. A water main is available along Myrtle Lane, and a wastewater main is also available along Myrtle Lane. There are adequate water and wastewater treatment capacities to serve the project. Any improvements to the CCWSD's water or wastewater systems necessary to provide sufficient capacity to serve the project will be the responsibility of the owner/developer and will be conveyed to the CCWSD at no cost to the County at the time of utility acceptance.

   Site access is proposed to align with the US 41/Broward Street signalized intersection, and the most intense uses are oriented toward the six-lane arterial corridor. A second access point is located along Myrtle Lane, and connectivity is proposed to enhance the public's turning movement options and safety between Myrtle Lane and the signalized intersection.

   The arrangement of the site, including truck and trailer rental and loading that faces Myrtle Lane to the west of the Myrtle Lane access point, is contrary to the residential development pattern along Myrtle Lane and should only be allowed if fully screened from view along the Lane and along the residentially zoned property to the west. Staff recommends two conditions of approval related to landscaping:

   - ***The trees in the West buffer shall be canopy trees only. Understory trees shall not be substituted for canopy trees.***

   - ***The buffer along US41 and Myrtle Lane shall be a Type B buffer. Trees shall be hardwoods only.***

2. ***Adequacy of evidence of unified control and suitability of any proposed agreements, contracts, or other instruments or for amendments in those proposed, particularly as they***

may relate to arrangements or provisions to be made for the continuing operation and maintenance of such areas and facilities that are not to be provided or maintained at public expense.

Documents to demonstrate unified control were submitted with the petitioner and were reviewed by the County Attorney's Office.

3. ***Conformity of the proposed Planned Unit Development with the goals, objectives, and policies of the [GMP].***

Comprehensive Planning staff reviewed the petition and analyzed it for consistency with the GMP's goals, objectives, and policies. The subject site is located within the boundaries of the East Naples Community Development Plan (ENCDP), the US 41 East Overlay – Community Center in the Future Land Use Element (FLUE), and on the US 41 East Overlay Map 4 of the Future Land Use Map (FLUM) Series in the GMP. The site is also in the Coastal High Hazard Area. Staff finds that the proposed amendment will be consistent with the GMP upon adoption and effectiveness of the companion GMPA-PL20230016211 to designate the site 5396 Myrtle Lane Commercial Subdistrict.

4. ***The internal and external compatibility of proposed uses, which conditions may include restrictions on location of improvements, restrictions on design, and buffering and screening requirements.***

While the existing and permitted land uses along the six-lane arterial corridor of US 41 are generally commercial and auto-oriented uses associated with the C-4 zoning district, the character along Myrtle Lane is that of an established low-density residential neighborhood. The impact of introducing higher intensity uses and square footage at the Myrtle Lane/US 41 intersection should be mitigated relative to the lower intensity residential area to the west by minimizing the degree of incompatible size, scale, noise, views, and traffic associated with the development in relation to the Myrtle Lane neighborhood. Staff recommends the following conditions:

- ***The trees in the West buffer shall be canopy trees only. Understory trees shall not be substituted for canopy trees.***

- ***The buffer along US 41 and Myrtle Lane shall be a Type B buffer. Trees shall be hardwoods only.***

5. ***The adequacy of usable open space areas in existence and as proposed to serve the development.***

For Commercial PUDs, thirty percent of the gross area shall be devoted to usable open space according to LDC Section 4.07.02. G.2. The PUD Master Plan indicates compliance with this standard, with 30% designated for open space.

6. ***The timing or sequence of development for the purpose of assuring the adequacy of available improvements and facilities, both public and private.***

A water main is available along Myrtle Lane, and a wastewater main is also available along Myrtle Lane. There are adequate water and wastewater treatment capacities to serve the project. Any improvements to the CCWSD's water or wastewater systems necessary to provide sufficient capacity to serve the project will be the responsibility of the owner/developer and will be conveyed to the CCWSD at no cost to the County at the time of utility acceptance.

As noted in the Transportation Element consistency review, the roadway infrastructure has adequate capacity to serve the proposed project. Operational impacts will be addressed at the first development order Site Development Plan (SDP) or Plat, at which time a new TIS will be required to demonstrate turning movements for all site access points. The development must comply with all other applicable concurrency management regulations when development approvals, including but not limited to any plats and or site development plans, are sought.

7. ***The ability of the subject property and of surrounding areas to accommodate expansion.*** A maximum of 200,000 gross square feet of indoor self-storage/warehouse and a maximum of 3,000 gross square feet of other commercial uses are proposed. Expansion to the north is limited by Myrtle Lane, to the east by US 41 and the existing self-storage facility, and to the south by an existing residential multi-family development.

8. ***Conformity with PUD regulations, or as to desirable modifications of such regulations in the particular case, based on determination that such modifications are justified as meeting public purposes to a degree at least equivalent to literal application of such regulations.***

   No deviations are requested.

REZONE FINDINGS:

LDC Subsection 10.02.08 F. states, "When pertaining to the rezoning of land, the report and recommendations to the planning commission to the Board of County Commissioners…shall show that the planning commission has studied and considered proposed change in relation to the following when applicable."

1. ***Whether the proposed change will be consistent with the goals, objectives, & policies of the Future Land Use Map and the elements of the GMP.***

   Comprehensive Planning staff reviewed the petition and analyzed it for consistency with the GMP's goals, objectives, and policies. The subject site is located within the boundaries of the East Naples Community Development Plan (ENCDP), the US 41 East Overlay – Community Center in the Future Land Use Element (FLUE), and on the US 41 East Overlay Map 4 of the Future Land Use Map (FLUM) Series in the GMP. The site is also in the Coastal High Hazard Area. Staff finds that the proposed amendment will only be consistent with the GMP upon adoption and effectiveness of the companion GMPA-PL20230016211 to designate the site 5396 Myrtle Lane Commercial Subdistrict.

2. ***The existing land use pattern.***

   The existing land use pattern of the abutting properties is described in this staff report's Surrounding Land Use and Zoning section. Properties to the north across Myrtle Lane are vacant and retail, zoned commercial; properties to the east across US 41 are commercial, zoned commercial, and immediately adjacent are self-storage, zoned MPUD; to the south is multi-family residential, zoned MPUD; and to the west is single-family zoned RMF-6.

3. ***The possible creation of an isolated district unrelated to adjacent and nearby districts.***

   Should the rezoning to CPUD be approved, it would not create an isolated CPUD district and is not unrelated to existing uses on properties specifically to the east that are zoned MPUD and C-4.

4. ***Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.***

   The CPUD boundary follows the parcel boundaries of the property.

5. ***Whether changed or changing conditions make the passage of the proposed rezoning necessary.***

   The proposed change is not necessary but is being requested in compliance with the LDC provisions to seek such changes. The petitioner is seeking to construct a maximum of 200,000 gross square feet of indoor self-storage/warehouse and a maximum of 3,000 gross square feet of other commercial uses permitted by right within the C-1 through C-3 Zoning District. In order to increase the intensity on the property, a GMP Amendment and PUD Rezoning are needed.

6. ***Whether the proposed change will adversely influence living conditions in the neighborhood.***

   While the existing and permitted land uses along the six-lane arterial corridor of US 41 are generally commercial and auto-oriented uses associated with the C-4 zoning district, the character along Myrtle Lane is that of an established low-density residential neighborhood. The impact of introducing higher intensity uses and square footage at the Myrtle Lane/US 41 intersection should be mitigated in recognition of the lower intensity residential area to the west by minimizing the degree of incompatible size, scale, noise, views, lighting, and traffic associated with the development in relation to the Myrtle Lane neighborhood. Staff recommends the following conditions:

   - ***The trees in the West buffer shall be canopy trees only. Understory trees shall not be substituted for canopy trees.***

   - ***The buffer along US 41 and Myrtle Lane shall be a Type B buffer. Trees shall be hardwoods only.***

7. ***Whether the proposed change will create or excessively increase traffic congestion or create types of traffic deemed incompatible with surrounding land uses because of peak volumes or projected types of vehicular traffic, including activity during construction phases of the development, or otherwise affect public safety.***

   The roadway infrastructure has adequate capacity to serve the proposed project at this time and as outlined above, i.e., GMP consistent at the time of rezoning as evaluated as part of the GMP Transportation Element consistency review. Operational impacts will be addressed at the time of the first development order (SDP or Plat). Additionally, the project's development must comply with all other applicable concurrency management regulations when development approvals are sought.

   As a condition of the current Myrtle Woods CPUD zoning, a developer commitment was approved requiring that the developer "provide a public access easement from Myrtle Lane to the signalized intersection of US 41 and Broward Street…" The exact location and design of the public access easement shall be approved by the Transportation Division at the time of SDP application review." No buffers or setbacks are required from the public access easement.

   Proposed Transportation Commitment B in Exhibit F, List of Development Commitments, includes the requirement for a public access easement that connects vehicles from Myrtle Lane to the US 41/Broward Street intersection; the final location will be coordinated with the County Transportation Planning staff. As part of the US 41/Broward Street intersection improvements associated with this project, a crosswalk from the sidewalk at the PUD project entrance on US 41 to the sidewalk on Broward Street will provide pedestrian access to the existing CAT bus stop on Broward Street.

8. ***Whether the proposed change will create a drainage problem.***

   Stormwater and Utility requirements have been reviewed as part of the proposed PUD rezoning, and the Easement Vacation petition PL20240005670 is in the process of vacating and relocating a drainage easement on the property as shown on the PUD Master Plan. Stormwater best management practices, treatment, and storage will be addressed through Environmental Resource Permitting (ERP) with the South Florida Water Management District (SFWMD). Staff will evaluate the stormwater management system and design criteria at the time of SDP or PPL.

9. ***Whether the proposed change will seriously reduce light and air to adjacent areas.***

   It is not anticipated that this CPUD will reduce light or air to the adjacent areas. Development of the site will need to meet site design standards as set forth in the LDC.

10. ***Whether the proposed change will adversely affect property values in the adjacent area.***

    This is a subjective determination based upon anticipated results, which may be internal or external to the subject property. Property valuation is affected by a host of factors,

including zoning; however, zoning by itself may or may not affect values since value determination is driven by market value.

11. ***Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.***

The approval of the CPUD rezone request is not likely to deter development activity of the surrounding properties.

12. ***Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasting with the public welfare.***

If the companion GMP Amendment (PL20230016211) is approved, that will constitute a public policy statement supporting that the development parameters are found to be appropriate, and the zoning action would subsequently be consistent with the Comprehensive Plan as amended. In light of this fact, the proposed change does not constitute a grant of special privilege. Consistency with the FLUE is further determined to be a public welfare relationship because actions consistent with plans are in the public interest.

13. ***Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.***

The property could develop in accordance with the existing Myrtle Woods Commercial PUD and RMF-6 Zoning, but the intended use of the property for up to 200,000 gross square feet of indoor self-storage/warehouse and a maximum of 3,000 gross square feet of other commercial uses permitted by right within the C-1, C-2 and C-3 Zoning Districts as proposed requires the rezoning action and companion GMP Amendment.

14. ***Whether the change suggested is out of scale with the needs of the neighborhood or the County.***

Myrtle Lane has the character of an established low-density residential neighborhood, and the intensity of the proposed uses may be out of scale with the needs of the surrounding neighborhood. The Countywide need exists to accommodate the use that is being displaced from the Mini Triangle Area of the Community Redevelopment Area (CRA). Staff recommends the PUD rezoning be subject to adoption of the companion GMPA-PL20230016211 and subject to recommended conditions of approval to address neighborhood compatibility.

15. ***Whether it is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use.***

The petition was reviewed for compliance with the GMP and the LDC, and staff does not specifically review other sites in conjunction with a specific petition.

16. ***The physical characteristics of the property and the degree of site alteration, which would be required to make the property usable for any of the range of potential uses under the proposed zoning classification***.

    The property is currently a low-lying, undeveloped, vegetated site. The CPUD Master Plan depicts substantial alteration with most of the site designated for buildings and parking; no preserve area is required. Any development anticipated by this PUD would require significant site alteration and is subject to applicable federal, state, and local development regulations during the SDP and/or platting process and again as part of the building permit process.

17. ***The impact of development on the availability of adequate public facilities and services is consistent with the levels of service adopted in the Collier County Growth Management Plan and as defined and implemented through the Collier County Adequate Public Facilities Ordinance, as amended.***

    The project must comply with the criteria set forth in LDC Section 6.02.00 regarding Adequate Public Facilities (APF) and must be consistent with applicable goals and objectives of the GMP related to adequate public facilities. Concurrency review for Adequate Public Facilities is determined at the time of SDP review.

18. ***Such other factors, standards, or criteria that the Board of County Commissioners shall deem important in protecting public health, safety, and welfare.***

    To be determined by the Board during its advertised public hearing.

DEVIATION DISCUSSION

No deviations are requested.

NEIGHBORHOOD INFORMATION MEETING (NIM):

The petitioner conducted an NIM on May 6, 2024, at the South Regional Library Meeting Room, 8065 Lely Cultural Parkway. The meeting commenced at approximately 5:30 p.m. and ended at 6:04 p.m. Approximately 15-20 people were in attendance, and two participants attended via ZOOM.

The petitioner's agent explained the request for the proposed PUD Rezone and companion Growth Management Plan Amendment to allow for the proposed uses. Concerns were raised about existing flooding conditions, traffic on Myrtle Lane, access to the signalized intersection on Tamiami Trail, and comments that the project is out of scale with the needs of the community.

See Attachment D for the NIM documentation.

ENVIRONMENTAL ADVISORY COUNCIL (EAC) REVIEW

This project does not require Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances.

COUNTY ATTORNEY OFFICE REVIEW:

This Staff Report was reviewed by the County Attorney's office on November 6, 2024.

RECOMMENDATION:

Staff recommends that the Collier County Planning Commission (CCPC) forward PUD Rezone Petition PL20230016212 for the 5396 Myrtle Lane CPUD to the Board of County Commissioners (BCC) with a recommendation of approval, subject to the companion GMPA-PL20230016211 being adopted and becoming effective, and subject to the following conditions of approval:

1. The trees in the West buffer shall be canopy trees only. Understory trees shall not be substituted for canopy trees.
2. The buffer along US 41 and Myrtle Lane shall be a Type B buffer. Trees shall be hardwoods only.

Attachments:

A. Draft Ordinance
B. Ordinance 2008-09 Myrtle Woods CPUD
C. Applicant's Backup Materials
D. NIM Documentation
E. Public Comment

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA RELATING TO MYRTLE WOODS, AMENDING ORDINANCE NUMBER 2004-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH ESTABLISHED THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM THE MYRTLE WOODS COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) AND RMF-6 ZONING DISTRICTS TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT FOR A PROJECT TO BE KNOWN AS 5396 MYRTLE LANE COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), TO ALLOW DEVELOPMENT OF UP TO 200,000 SQUARE FEET OF GROSS FLOOR AREA OF INDOOR SELF-STORAGE/WAREHOUSE AND UP TO 3,000 SQUARE FEET OF GROSS FLOOR AREA OF OTHER COMMERCIAL USES ON PROPERTY LOCATED ON THE SOUTHWEST QUADRANT OF TAMIAMI TRAIL EAST AND MYRTLE LANE IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA CONSISTING OF 8.24+/- ACRES; AND PROVIDING FOR REPEAL OF ORDINANCE NO. 2008-09, AS AMENDED, THE MYRTLE WOODS COMMERCIAL PLANNED UNIT DEVELOPMENT; AND BY PROVIDING AN EFFECTIVE DATE. [PL20230016212]

WHEREAS, on February 12, 2008, by Ordinance No. 2008-09, the Board of County Commissioners created the Myrtle Woods CPUD,; and

WHEREAS, Metropolitan Naples, LLC, represented by D. Wayne Arnold, AICP of Q. Grady Minor and Associates, P.A. and Richard D. Yovanovich, Esquire of Coleman, Yovanovich & Koester, P.A., petitioned the Board of County Commissioners to change the zoning classification of the herein described real property and repeal the Myrtle Woods CPUD.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE:

The zoning classification of the herein described real property located in Section 29, Township 50 South, Range 26 East, Collier County, Florida, is changed from a Commercial Planned Unit Development (CPUD) and RMF-6 Zoning Districts to a Commercial Planned Unit Development for a 8.24± acre project to be known as 5396 Myrtle Lane CPUD, to allow a up to 200,000 square feet of gross floor area of indoor self-storage/warehouse and up to 3,000 square feet of gross floor area of other

commercial uses in accordance with Exhibits A through F attached hereto and incorporated by reference herein. The appropriate zoning atlas map or maps, as described in Ordinance Number 2004-41, as amended, the Collier County Land Development Code, is/are hereby amended accordingly.

SECTION TWO:

Ordinance No. 2008-09, as amended, the Myrtle Woods CPUD is hereby repealed.

SECTION THREE:

This Ordinance shall become effective upon filing with the Department of State and on the date that the Growth Management Plan Amendment in Ordinance No. 2025-____ becomes effective.

PASSED AND DULY ADOPTED by super-majority vote of the Board of County Commissioners of Collier County, Florida, this _____ day of _____, 2025.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____ HFAC
Heidi Ashton-Cicko 12-18-24
Managing Assistant County Attorney

Attachments:
Exhibit A - List of Permitted Uses
Exhibit B - Development and Design Standards
Exhibit C - Master Concept Plan
Exhibit D - Legal Description
Exhibit E - Deviations
Exhibit F - Development Commitments

EXHIBIT A
LIST OF PERMITTED USES

Regulations for development of this CPUD shall be in accordance with the contents of this document and all applicable sections of the Growth Management Plan (GMP), the Land Development Code (LDC), and the Administrative Code in effect at the time of approval of the Site Development Plan (SDP) or plat. Where the PUD ordinance does not provide development standards, then the provision of the specific sections of the LDC that are otherwise applicable shall apply.

PERMITTED USES:

A maximum of 200,000 square feet of gross floor area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross floor area of other commercial uses within the CPUD.

A. Principal Uses:

1.	Uses permitted by right in the C-1 through C-3 Zoning District.	
2.	Automotive rental and leasing, only vehicles for which a commercial drivers license is not required.	(7513 and 7519, including only trailer and utility trailer rental)
3.	Outdoor equipment rental and leasing (no construction equipment may be leased or rented)	(7359, including only truck and tool rental and leasing. No vehicle rentals are permitted which require a commercial driver license)
4.	Indoor storage, including cube storage and moving supplies sales	(4225 and 4226, including only household goods and furniture storage)
5.	Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.	

B. The following uses are prohibited:

1. Adult X-rated video stores
2. Animal specialty services (0752)
3. Any business establishment displaying any obscene or offensive name
4. Automotive Services (7549)

5. Bail Bonds offices
6. Educational plants and public schools
7. Group Care Facilities
8. Homeless shelters
9. Membership organizations, miscellaneous (8699)
    a. Farm granges
    b. Humane societies
10. Parking Lots/Structures (7521)
11. Pawn shops
12. Personal services, miscellaneous (7299)
    a. Bartering services
    b. Comfort station operation
    c. Escort service
    d. Turkish baths
13. Public administration (9661)
14. Retail services - miscellaneous (5999)
    a. Monuments/tombstones
    b. Sales barns
15. Soup kitchens
16. Tattoo parlors
17. Valet parking

C. Accessory Uses:

Accessory uses and structures customarily associated with the permitted principal uses and structures, including, but not limited to:

1. Electric vehicle charging stations
2. Minor auto service and repair, for rental/leased vehicles only. Vehicle maintenance for rented/leased vehicles shall be limited to minor maintenance and repairs including but not limited to vehicle washing, battery replacement, tire changing, trailer hitch installation, wiper blade replacement and similar repairs.
3. Propane gas dealers, including grilling and propane accessories
4. Water management
5. Any other accessory use which is comparable in nature with the foregoing list of permitted accessory uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.

EXHIBIT B

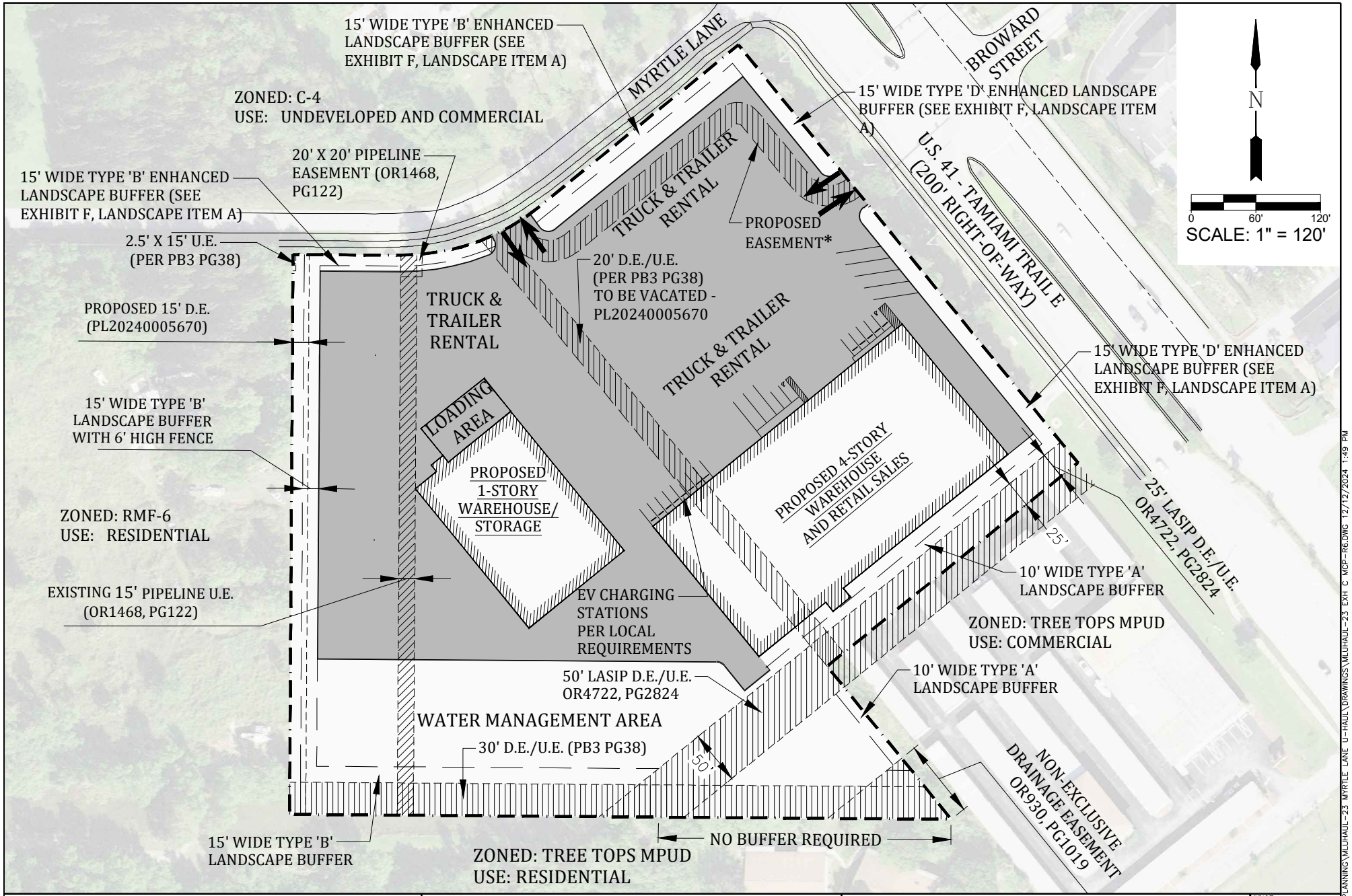
LIST OF DEVELOPMENT STANDARDS

The standards for land uses within the development shall be as stated in these development standard tables. Standards not specifically set forth herein shall be those specified in applicable sections of the LDC in effect as of the date of approval of the SDP or subdivision plat.

TABLE I
COMMERCIAL DEVELOPMENT STANDARDS

	PRINCIPAL USES	ACCESSORY USES
MINIMUM LOT AREA	10,000 SQUARE FEET	N/A
MINIMUM LOT WIDTH	100 FEET	N/A
MINIMUM YARDS (External)		
From Tamiami Trail East ROW (Front) 1	25 FEET	20 FEET
From Myrtle Lane ROW (Front) 1	25 FEET	20 FEET
From Western PUD Boundary (Side)	25 FEET	20 FEET
From Southern Boundary (Side)	25 FEET	25 FEET
MINIMUM DISTANCE BETWEEN STRUCTURES	10 FEET	10 FEET
MAXIMUM HEIGHT		
Zoned	50 FEET	25 FEET
Actual	60 FEET	25 FEET
MINIMUM GROSS FLOOR AREA FOR ANY PERMITTED USE	700 SQUARE FEET	N/A
MAXIMUM GROSS FLOOR AREA FOR PUD Indoor Self Storage/warehousing Other uses	 200,000 SQUARE FEET 3,000 SQUARE FEET	N/A

Notes:
1 - No buffers or setbacks are required from the public access easement.



LEGEND

* PROPOSED 20' WIDE PUBLIC ACCESS EASEMENT (SEE EXIBIT F, TRANSPORTATION COMMITMENT, ITEM B.)

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

5396 MYRTLE LANE CPUD

EXHIBIT C
MASTER PLAN
REVISED DECEMBER 12, 2024

SCALE:	1" = 200'
JOB CODE:	MLUHAUL-23
DATE:	DECEMBER 2023
FILE NAME:	MLUHAUL-23 EXH C MCP-R6
SHEET	1 OF 2

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SITE SUMMARY

TOTAL SITE AREA: 8.24± ACRE

COMMERCIAL	5.81± AC (71%)
WATER MANAGEMENT	1.94± AC (23%)
LANDSCAPE BUFFERS	0.49± AC (6%)

SELF STORAGE/WAREHOUSE: MAXIMUM 200,000 S.F.
OTHER COMMERCIAL USES: MAXIMUM 3,000 S.F.

OPEN SPACE:
- REQUIRED: 30%
- PROVIDED: 30% (WITHIN THE OVERALL PUD)

PRESERVE:
- REQUIRED: 0± ACRES (0 ACRES NATIVE VEGETATION X 15%)
- PROVIDED: 0± ACRES

U.E. = UTILITY EASEMENT

D.E. = DRAINAGE EASEMENT

NOTES

1. THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MINOR MODIFICATION DUE TO AGENCY PERMITTING REQUIREMENTS.

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

5396 MYRTLE LANE CPUD

EXHIBIT C
MASTER PLAN NOTES
REVISED OCTOBER 18, 2024

SCALE:
JOB CODE: MLUHAUL-23
DATE: DECEMBER 2023
FILE NAME: MLUHAUL-23 EXH C MCP-R6
SHEET 2 OF 2

G:\PLANNING\PROJ - PLANNING\MLUHAUL-23 MYRTLE LANE U-HAUL\DRAWINGS\MLUHAUL-23 EXH C MCP-R6.DWG 12/9/2024 11:55 AM

EXHIBIT D
LEGAL DESCRIPTION

LOTS 22, 23, 24, 25, 26, 27 AND 28, BLOCK A, MYRTLE COVE ACRES, UNIT ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONTAINING 8.24± ACRES MORE OR LESS

EXHIBIT E
LIST OF DEVIATIONS

No deviation requested.

EXHIBIT F
LIST OF DEVELOPMENT COMMITMENTS

PURPOSE:

The purpose of this Section is to set forth the development commitments for the development of this project.

GENERAL:

A. One entity (hereinafter the Managing Entity) shall be responsible for PUD monitoring until close-out of the PUD, and this entity shall also be responsible for satisfying all PUD commitments until close-out of the PUD. At the time of this PUD approval, the Managing Entity is Metropolitan Naples, LLC, 1500 Fifth Avenue South, Suite 106, Naples, FL 34102. Should the Managing Entity desire to transfer the monitoring and commitments to a successor entity, then it must provide a copy of a legally binding document that needs to be approved for legal sufficiency by the County Attorney. After such approval, the Managing Entity will be released of its obligations upon written approval of the transfer by County staff, and the successor entity shall become the Managing Entity. As Owner and Developer sell off tracts, the Managing Entity shall provide written notice to County that includes an acknowledgement of the commitments required by the PUD by the new owner and the new owner's agreement to comply with the Commitments through the Managing Entity, but the Managing Entity shall not be relieved of its responsibility under this Section. When the PUD is closed-out, then the Managing Entity is no longer responsible for the monitoring and fulfillment of PUD commitments.

B. Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law." (Section 125.022, FS)

C. All other applicable state or federal permits must be obtained before commencement of the development.

D. Outdoor amplified sound including a public address system is prohibited.

TRANSPORTATION:

A. The maximum total daily trip generation for the PUD shall not exceed 62 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.

B. The owner shall provide a vehicular connection from Myrtle Lane to the intersection of US-41 and Broward Street directly across US-41 to Broward Street as approximately shown on Exhibit C, CPUD Master Plan. The final location of the vehicular access will be coordinated with the Collier County Transportation Planning staff, and owner will convey an

access easement to the public for public use without responsibility of maintenance by Collier County. The access easement will be recorded at time of the first Site Development Plan or Plat, free and clear of all liens and encumbrances. The access connection and supporting infrastructure will be constructed to the property line by the owner or its successors or assigns prior to the first Certificate of Occupancy. The interconnections shall remain open to the public. Please see Exhibit B, Development Standards Table regarding setbacks and buffer requirements.

C. Costs for traffic signal modifications at the US 41 and Broward Street intersection are the responsibility of the owner of the PUD.

D. Signage indicating "right turn only for trucks" is required at the Myrtle Lane driveway exiting the site.

E. County Transportation staff shall evaluate the proposed access point along Myrtle Lane at time of Site Development Plan permitting, and decisions about whether it should be constructed and how it should be designed will be determined based on safety considerations at that time.

ENVIRONMENTAL:

A. No native preservation area is required as there is no native vegetative community on the property.

LANDSCAPING:

A. The 15' wide type 'D' landscape buffer on U.S. 41 and the 15' wide type 'B' buffer on Myrtle Lane as shown on the Master Plan shall be enhanced above the LDC required buffer by having the required canopy trees a minimum of 14' tall at time of planting and palm tree clusters of staggered heights shall be planted between the canopy trees for both the U.S. 41 and Myrtle Lane buffers. The right-of-way canopy trees shall be native canopy trees and palm trees may not be substituted.

PLANNING:

A. Parking lot lighting shall be dark sky compliant (flat panel, full cut off fixtures—backlight, uplight and glare (BUG) rating where U = 0) to avoid light spill onto adjacent properties. Fixtures within 50-ft of residential properties along the PUD boundary shall be set at no higher than a 15-ft mounting height. Otherwise, the site light poles shall not exceed a 25-ft mounting height. Light levels along the PUD boundary shall be limited to no more than 0.2-ft-candles along the joint property line where adjacent to residential property.



ORDINANCE NO. 08- 09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING ORDINANCE NUMBER 2004-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE WHICH INCLUDES THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT AND A GENERAL COMMERCIAL (C-4) ZONING DISTRICT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT FOR A 7.04+/- ACRE PARCEL LOCATED ON TAMIAMI TRAIL EAST (US 41), SOUTH OF MYRTLE LANE, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF ORDINANCE NUMBER 81-23, THE FORMER MYRTLE WOODS PUD; AND BY PROVIDING AN EFFECTIVE DATE.

FILED
2008 FEB 20 PM 4:19
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, on May 5, 1981, the Board of County Commissioners adopted Ordinance Number 81-23 establishing the Myrtle Woods PUD; and

WHEREAS, Myrtle Woods, LLC, represented by Dwight Nadeau of RWA, Inc., petitioned the Board of County Commissioners to change the zoning classification of the herein described real property.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE:

The zoning classification of the herein described real property located in Section 29, Township 50 South, Range 26, Collier County, Florida, is changed from a Planned Unit Development (PUD) Zoning District and a General Commercial (C-4) Zoning District to a Commercial Planned Unit Development (CPUD) Zoning District for a 7.04+/- acre parcel to be known as the Myrtle Woods CPUD, in accordance with Exhibits A through F attached hereto and incorporated by reference herein. The appropriate zoning atlas map or maps, as described in Ordinance Number 2004-41, as amended, the Collier County Land Development Code, is/are hereby amended accordingly.

SECTION TWO:

Ordinance Number 81-23, known as the Myrtle Woods PUD, adopted on May 5, 1981, by the Board of County Commissioners is hereby repealed in its entirety.

SECTION THREE:

This Ordinance shall become effective upon filing with the Department of State.

PASSED AND DULY ADOPTED by super-majority vote of the Board of County Commissioners of Collier County, Florida, this 12th day of February, 2008.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
TOM HENNING, CHAIRMAN

Approved as to form
and legal sufficiency:

Marjorie M. Student-Stirling
Assistant County Attorney

Exhibit A: List of Permitted Uses
Exhibit B: Development Standards
Exhibit C: Master Plan
Exhibit D: Legal Description
Exhibit E: List of Deviations
Exhibit F: List of Developer Commitments

This ordinance filed with the Secretary of State's Office the 20th day of February, 2008 and acknowledgement of that filing received this 28th day of February, 2008.
By _____
Deputy Clerk

EXHIBIT A
PERMITTED USES

Table I

PROJECT LAND USE TRACTS

	TYPE	GSF	ACREAGE±
TRACT "CO"	COMMERCIAL	61,000	4.53
TRACT "U"	UTILITY	0	1.53
TRACT "P"	PRESERVE	0	0.98

Note: GSF is gross square feet.

I **PERMITTED USES:**

Within the CO, Commercial Tract, no building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the following:

A. Principal Uses:

1) Commercial banks – including those commercial banks with drive-through facilities (Groups 6021-6029).

2) Real estate agents and managers (Group 6531).

3) Hardware store only (Group 5251).

4) Variety stores – 5,000 square foot maximum floor area (Group 5331).

5) Miscellaneous general merchandise stores, except catalog showrooms – 5,000 square foot maximum floor area (Group 5399).

6) Grocery stores, except frozen food and freezer plants – 10,000 square foot maximum floor area (Group 5411).

7) Fish, meat, and seafood markets only (Group 5421).

8) Fruit and vegetable markets (Group 5431).

9) Retail bakeries (Group 5461).

10) Health food store only – 2,500 square foot maximum floor area (Group 5499).

11) Apparel and accessory stores – 2,500 square foot maximum floor area (Groups 5611-5661).

12) Record and prerecorded tape stores (Group 5735).

13) Eating places, except caterers and industrial and institutional food service establishments, dinner theaters, drive-in restaurants and restaurants with drive-through facilities (Group 5812). Outdoor entertainment, outdoor televisions, speakers, and amplified sound are prohibited.

14) Agents for laundries and drycleaners only (Group 7212).

15) Dry cleaning (Group 7215).

16) Diaper service, and garment alteration and repair shops only (Group 7219).

17) Beauty shops, except beauty schools and cosmetology schools (Group 7231).

18) Barber shops, except barber colleges (Group 7241).

19) Depilatory salon, electrolysis, massage parlor, shopping service for individuals, and tanning salons only (Group 7299).

20) Housekeeping and maid service only (Group 7349).

21) Video tape rental (Group 7841).

22) Physical fitness facilities (Group 7991).

23) Offices and/or clinics of physicians, and offices and/or clinics of dentists (Groups 8011-8021).

24) Offices and clinics of chiropractors (Group 8041).

25) Motor vehicle dealers-only new (Group 5511).

26) Miscellaneous retail (Groups 5912, 5941-5949, and 5992-5999, with the retail sales of fireworks prohibited).

Reference Executive Office of the President, Office of Management and Budget, *Standard Industrial Classification Manual*, 1987 Edition.

Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals ("BZA") by the process outlined in the LDC.

All retail establishments shall be located only on the ground floors of commercial buildings.

B. Accessory Uses:

Accessory uses and structures customarily associated with the permitted principal uses and structures, including, but not limited to:

1) Parking facilities.

2) One caretaker's residence.

3) Uses and structures that are accessory and incidental to the uses permitted as of right.

II PROHIBITED USES:

The applicant has agreed on the record that the following uses shall be prohibited in this CPUD Zoning District:

1) Soup kitchens
2) Pawn shops
3) Tattoo parlors
4) Adult X-rated video stores
5) Bail bonds offices
6) Homeless shelters
7) Any business establishment displaying any obscene or offensive name.

III REGULATIONS FOR DEVELOPMENT:

Regulations for development of this project shall be in accordance with the contents of this ordinance and other sections and parts of the Land Development Code and Growth Management Plan in effect at the time of site development plan, subdivision plat, or any other type of approval to which those regulations apply.

EXHIBIT B
DEVELOPMENT STANDARDS

GENERAL:

Development of the Myrtle Woods CPUD shall be in accordance with the contents of this Ordinance and applicable sections of the Collier County Land Development Code (LDC) and Growth Management Plan (GMP) in effect at the time of issuance of any development order, such as, but not limited to, final subdivision plat, final site development plan, excavation permit, and preliminary work authorization, to which such regulations relate. Where these regulations fail to provide developmental standards, then the provisions of the most similar district in the LDC shall apply.

Except as provided for herein, all criteria set forth below shall be understood to be in relation to individual parcel or lot boundary lines, or between structures. Commercial condominium, and/or property owners' association boundaries shall not be utilized for determining development standards.

Table I below sets forth the development standards for land uses within the CPUD Commercial Subdistrict. Standards not specifically set forth herein shall be those specified in applicable sections of the LDC in effect as of the date of approval of the site development plan (SDP) or subdivision plat.

TABLE I
DEVELOPMENT STANDARDS FOR COMMERCIAL DISTRICT

	PRINCIPAL USES	ACCESSORY USES
MINIMUM LOT AREA	10,000 Sq. Ft.	N/A
MINIMUM LOT WIDTH	75 Ft.	N/A
MINIMUM YARDS		
Front	25 Ft.	15 Ft.
Rear	50% of the building height, but not less than 15 Ft.	10 Ft.
Side	50 % of the building height, but not less than 15 Ft.	10 Ft.
MIN. DISTANCE BETWEEN STRUCTURES	15 Ft.	50% of the building height, but not less than 15 Ft.
MAXIMUM HEIGHT (ZONED)		
Retail Buildings	3 stories, NTE 50 Ft.*	N/A
Office Buildings	3 stories NTE 50 Ft.*	N/A
MINIMUM FLOOR AREA	700 Sq. Ft. **	N/A

* Architectural appurtenances shall not exceed 75 feet in "actual" height.
** Per principal structure, on the finished first floor.

Note: NTE represents "not to exceed".

EXHIBIT C
MASTER PLAN

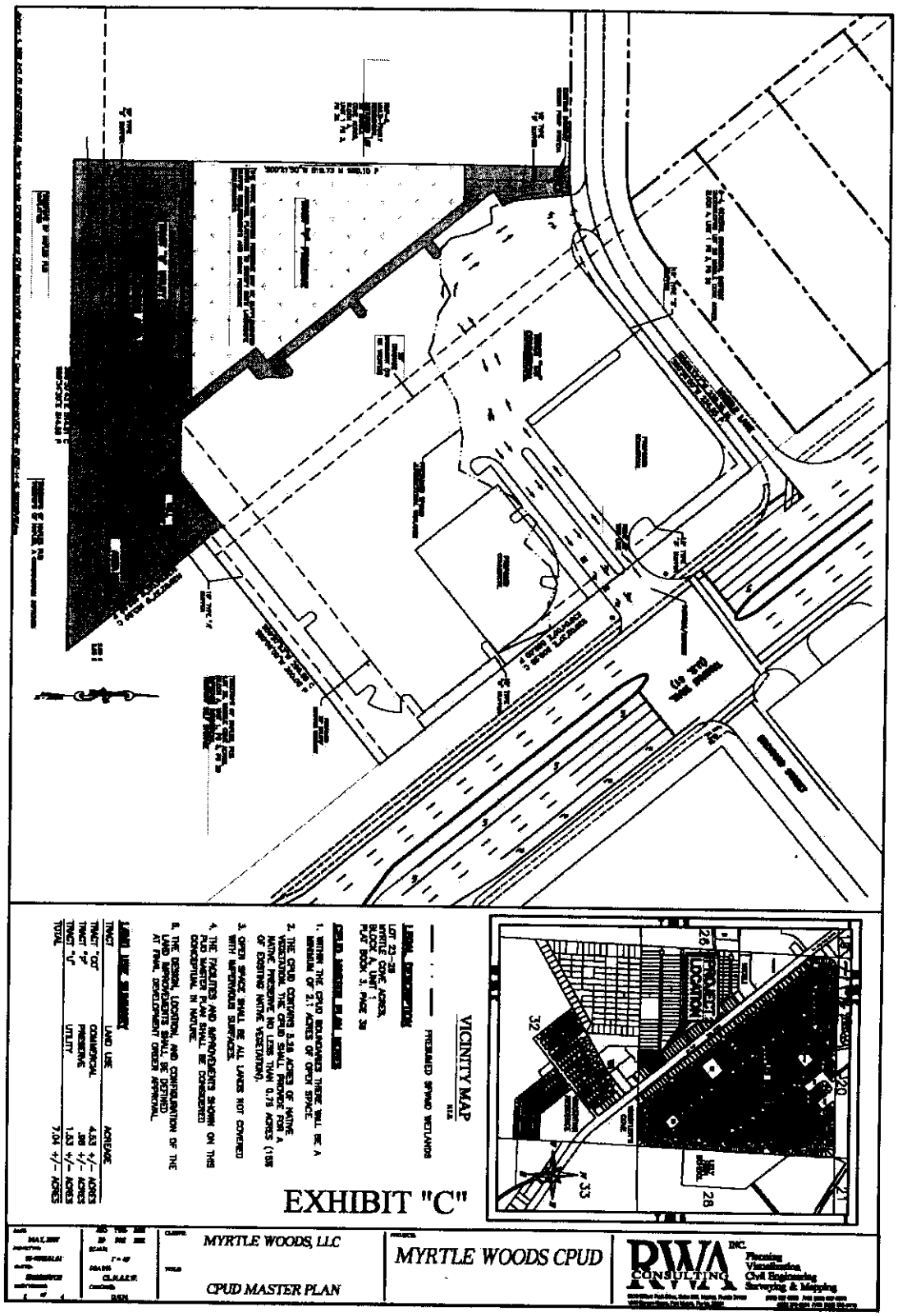


EXHIBIT D
LEGAL DESCRIPTION

LOTS 23, 24, 25, 26, 27 AND 28, MYRTLE COVE ACRES, BLOCK A, UNIT 1, AS RECORDED IN PLAT BOOK 3, PAGE 38 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

EXHIBIT E
LIST OF DEVIATIONS

None

EXHIBIT F
LIST OF DEVELOPER COMITMENTS

TRANSPORTATION

A. All traffic control devices, signs, pavement markings and design criteria shall be in accordance with Florida Department of Transportation (FDOT) *Manual of Uniform Minimum Standards (*MUMS*)*, current edition, FDOT *Design Standards*, current edition, and the *Manual on Uniform Traffic Control Devices* (MUTCD), current edition. All other improvements shall be consistent with and as required by the Collier County LDC.

B. Arterial level street lighting shall be provided at all access points. Access lighting shall be in place prior to the issuance of the first certificate of occupancy (CO).

C. Access points shown on the CPUD Master Plan are considered to be conceptual. Nothing depicted on any such Master Plan shall vest any right of access at any specific point along any property frontage. All such access issues shall be approved or denied during the review of required subsequent site plans, final plat submissions, FDOT permits and/or by an approved Developer Contribution Agreement (DCA). All such access shall be consistent with the FDOT Access Management Policy, as it may be amended from time to time. The number of access points constructed may be less than the number depicted on the Master Plan; however, no additional access points shall be considered unless a PUD amendment is approved.

D. If, in the sole opinion of Collier County and FDOT, a traffic signal, or other traffic control device, sign, or pavement marking improvement within any public right-of- way or easement is determined to be necessary, the cost of such improvement shall be the responsibility of the developer, its successors or assigns. The improvements shall be paid for or installed, at the County's and FDOT's direction. This could be prior to the issuance of the appropriate, corresponding CO.

E. Site related improvements (as opposed to system related improvements) necessary for safe ingress and egress to this project, as determined by Collier County, shall not be eligible for impact fee credits. To the extent possible, all the required improvements shall be in place and available to the public prior to commencement of on-site construction.

F. All proposed median opening locations shall be in accordance with the FDOT Access Management Policy, as it may be amended. FDOT and Collier County reserves the right to close any median opening existing at any time which is found to be adverse to the health, safety, and welfare of the public. Any such modifications shall be based on, but not limited to, safety, operational circulation, and roadway capacity.

G. Nothing in any development order (DO) shall vest a right of access in excess of a right-in/right-out condition at any access point. Neither shall the existence of a point of ingress, a point of egress, or a median opening, nor the lack thereof, be the basis for any future cause of action against the County by the developer, its successor in title, or assignee.

H. All internal roads, driveways, alleys, pathways, sidewalks, interconnections to adjacent developments shall be operated and maintained by an entity created by the developer in accordance with the applicable administrative codes and/or statutes of the State of Florida; and Collier County shall have no responsibility for maintenance of any such facilities.

I. If any required turn lane improvement requires the use of existing County rights-of-way or easement(s), then, if required by County staff, compensating right-of-way shall be provided at no cost to Collier County as a consequence of such improvement(s).

J. All off-site access improvements must be completed prior to commencement of on-site construction.

K. The developer shall provide a public access easement from Myrtle Lane to the signalized intersection of US-41 and Broward Street as approximately shown on Exhibit C, CPUD Master Plan. The public access easement shall not be considered road right-of-way and shall not be used for determining setbacks, or buffering requirements. The exact location and design of the public access easement shall be approved by the Transportation Division at the time of SDP application review.

WATER MANAGEMENT

A. Detailed paving, grading and site drainage plans shall be submitted to Engineering Review Services for review and approval. No construction permits shall be issued unless and until approval of the proposed construction, in accordance with the approved plans is granted by Engineering Review Services.

B. The developer shall grant or dedicate a 50 foot wide drainage and utility easement to Collier County as approximately shown on Exhibit C, CPUD Master Plan. This easement dedication shall occur within the earlier of 60-days of written request by the County, or at submittal of the SDP. The easement shall be granted or dedicated at no cost to the County, with the developer providing all appropriate sketches and legal descriptions. At the County's request, the developer shall install drainage and utility facilities in the drainage and utility easement as part of the site construction, with the location of these facilities determined through the SDP review process.

The County shall reimburse the developer within 180-days of the completion of the installation of the utility and drainage facilities.

The County shall not be responsible for the restoration costs of private facilities within the easement should maintenance of the public utility and drainage facilities be required in the future.

UTILITIES

A. Water distribution and sewage collection and transmission facilities to serve the project are to be designed, constructed, conveyed, owned, and maintained in accordance with applicable Collier County ordinances, and other applicable County rules and regulations.

B. All customers connecting to the water distribution and sewage collection facilities will be considered to be customers of the County, and will be billed by the County in accordance with the County's established rates.

C. The development shall be subject to application for and conditions associated with a water and sewer availability letter from Collier County Utilities Division.

D. The developer shall grant a 60 foot by 70 foot well site easement and an associated utilities and access easement to connect the well site easement to a public right-of-way. The County shall compensate the developer for the well easement dedication through impact fee credits based on the fair market value of the land so dedicated. The utilities and access easement shall be 20 feet wide unless the well site is contiguous to a public right-of-way, in which case, it shall be 15 feet wide. The County utility, access easement is for access, installation, operation, and maintenance of transmission mains, power, telemetry lines and appurtenances. This conveyance shall occur at the time the SDP, plat (or similar process) of the area within the development phase that contains the easement is approved by County staff. At the time of SDP and/or plat submittal, the developer shall provide the well site easement that meets the standard setback requirements for water wells.

ENVIRONMENTAL

A. If prehistoric or historic artifacts, such as pottery of ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial of American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity off such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance section at (850) 245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida law.

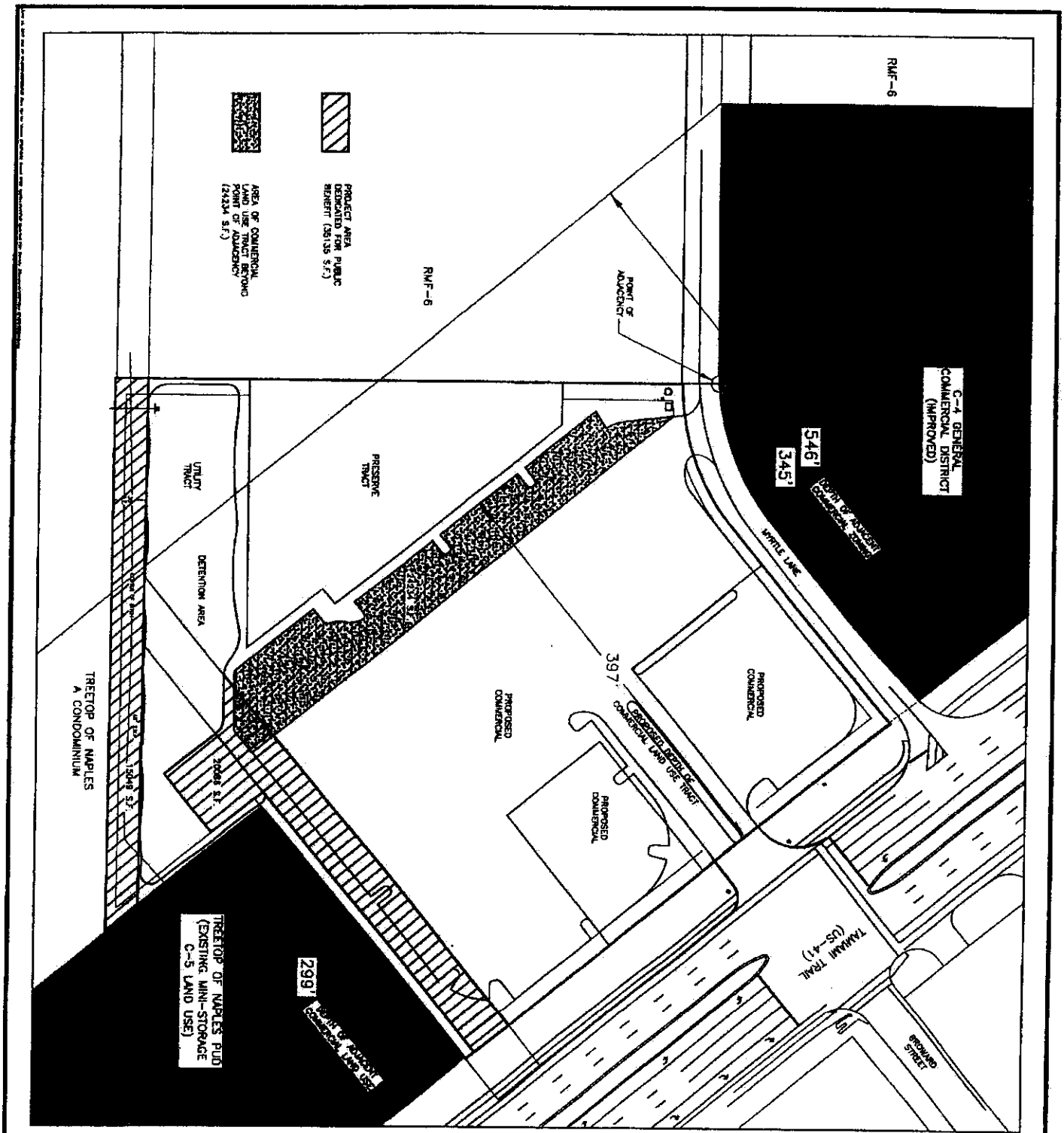
B. A Florida Fish and Wildlife Conservation Commission (FWC) relocation permit shall be obtained for the relocation of the one gopher tortoise found on site prior to commencement of any construction activities. A copy of the permit shall be forwarded to Environmental Services Staff.

C. The developer shall provide a report to Environmental Services Staff on the results of the relocation of the gopher tortoise within thirty days of the relocation. The report shall include the number of burrows excavated, the number of tortoises relocated, and the final relocation site.

PLANNING

A. The depth of the commercial buildings and parking areas associated with the development shall not exceed 397 feet as measured from the property line fronting on US-41, in order to meet the infill criteria of the GMP.

B. The developer shall install a fence/wall associated with the southern property boundary and the southwest property boundary. No fence/wall shall be installed within the Preserve Tract. The final location of the fence/wall shall be determined during the SDP review process.



RWA CONSULTING INC.
Planning
Visualization
Civil Engineering
Surveying & Mapping
8610 Willow Park Drive, Suite 200, Naples Florida 34109
(239) 597-0575 FAX: (239) 597-0578
1542 Carson Street Fort Myers Florida 33901
(239) 278-5224 FAX: (239) 278-5419

DATE:	APRIL, 2007
SCALE:	NTS
DRAWN BY:	S.E.W.
CHECKED BY:	D.H.N.
SEC: 29 TWP: 50S RGE: 25E	
CLIENT:	MYRTLE WOODS, LLC
PROJECT:	MYRTLE WOODS CPUD
TITLE:	INFILL COMMERCIAL EXHIBIT I
PROJECT NUMBER:	05-0035.01.01
SHEET NUMBER:	1 OF 2
FILE NUMBER:	5003500X02



RWA CONSULTING INC.
Planning
Visualization
Civil Engineering
Surveying & Mapping

8610 Willow Park Drive, Suite 200, Naples, Florida 34109
(239) 597-0578 FAX: (239) 597-0579
1542 Carson Street, Fort Myers, Florida 33901
(239) 278-5224 FAX: (239) 278-5419

DATE:	APRIL, 2007
SCALE:	NTS
DRAWN BY:	S.E.W.
CHECKED BY:	D.H.N.
SEC: 29	TWP: 50S
RGE:	25E

CLIENT: MYRTLE WOODS, LLC
PROJECT: MYRTLE WOODS CPUD
TITLE: INFILL COMMERCIAL EXHIBIT II WITH AERIAL PHOTO

PROJECT NUMBER: 05-0035.01.01 | SHEET NUMBER: 2 OF 2 | FILE NUMBER: 5003500X03

STATE OF FLORIDA)

COUNTY OF COLLIER)

I, DWIGHT E. BROCK, Clerk of Courts in and for the Twentieth Judicial Circuit, Collier County, Florida, do hereby certify that the foregoing is a true copy of:

ORDINANCE NO. 2008-09

Which was adopted by the Board of County Commissioners on the 12th day of February 2008, during Regular Session.

WITNESS my hand and the official seal of the Board of County Commissioners of Collier County, Florida, this 19th day of February 2008.

DWIGHT E. BROCK, C.P.A.,
Clerk of Courts and Clerk
Ex-officio to Board of
County Commissioners

By: Martha Vergara,
Deputy Clerk

February 28, 2024

Ms. Laura DeJohn
Collier County Growth Management Department
Zoning Division, Zoning Services Section
2800 North Horseshoe Drive
Naples, FL 34104

RE: 5396 Myrtle Lane CPUD Rezone (PL20230016212), Submittal 1

Dear Ms. DeJohn:

An application for Public Hearing for a Planned Unit Development (PUD) rezone for property located at the southwest corner of Tamiami Trail East (U.S. 41) and Myrtle Lane. The PUD rezone proposes to rezone the 8.24± acre property from the Myrtle Woods CPUD and RMF-6 Zoning Districts to the 5396 Myrtle Lane Commercial PUD to allow development of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses.

A companion Growth Management Plan Amendment (5396 Myrtle Lane Commercial Subdistrict PL20230016211)) has been filed to authorize the proposed commercial development.

Documents filed with submittal 1 include the following:

1. Cover Letter
2. Application for PUD Rezone
3. Evaluation Criteria
4. Pre-Application meeting notes
5. Affidavit of Authorization
6. Property Ownership Disclosure
7. Covenant of Unified Control
8. Addressing Checklist
9. Warranty Deed(s)
10. Drainage and Utility Easements
11. PB3 PG38
12. Boundary Survey
13. Location Map

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 ● Fax. 239-947-0375
EB 0005151 ● LB 0005151 ● LC 26000266
www.gradyminor.com

14. Environmental Data
15. Traffic Impact Statement
16. PUD Exhibits A-F
17. Deviations and Justifications
18. Ordinance 2008-09
19. ZVL- PL20130001169
20. Exhibit B Amended Text

Please feel free to contact Rich Yovanovich at 435-3535 or me should you have any questions.

Sincerely,



D. Wayne Arnold, AICP

c: Metropolitan Naples, LLC
Richard D. Yovanovich, Esq.
GradyMinor File (MLUHAUL-23)

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

Application for a Public Hearing for PUD Rezone, Amendment to PUD or PUD to PUD Rezone (PUDZ, PUDA, PUDR)

- ☐ **PUD Rezone (PUDZ):** LDC subsection 10.02.13 A.-F., Ch. 3 G.1 of the Administrative Code
- ☐ **Amendment to PUD (PUDA):** LDC subsections 10.02.13 E; and 10.03.06.B; and Ch. 3 G.2 of the Administrative Code
- ☑ **PUD to PUD Rezone (PUDR):** LDC subsection 10.02.13 A.-F.

APPLICANT CONTACT INFORMATION

Name of Property Owner(s): KC NAPLES TAMIAMI LLC

Name of Applicant if different than owner: Metropolitan Naples, LLC

Address: 1500 Fifth Ave. S., Suite 106 **City:** Naples **State:** FL **ZIP:** 34102

Telephone: 239-405-1704 **Cell:**

E-Mail Address: js@reptrs.com

Name of Agent: D. Wayne Arnold, AICP / Richard D. Yovanovich, Esq.

Firm: Q. Grady Minor & Associates, P.A. / Coleman, Yovanovich & Koester, P.A.

Address: 3800 Via Del Rey **City:** Bonita Springs **State:** FL **ZIP:** 34134

Telephone: 239-947-1144 **Cell:**

E-Mail Address: warnold@gradyminor.com / ryovanovich@cyklawfirm.com

If Property is under contract to be sold:

Name of Property Buyer(s): Metropolitan Naples, LLC

Name of Applicant if different than buyer: N.A.

Address: **City:** **State:** **ZIP:**

Telephone: **Cell:**

E-Mail Address:

Name of Agent:

Firm:

Address: **City:** **State:** **ZIP:**

Telephone: **Cell:**

E-Mail Address:

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REZONE REQUEST

This application is requesting a rezone from: Myrtle Woods CPUD and RMF-6 Zoning district(s) to the 5396 Myrtle Lane CPUD zoning district(s).

Present Use of the Property: Undeveloped

Proposed Use (or range of uses) of the property: Commercial

Original PUD Name: Myrtle Woods CPUD

Ordinance No.: Ordinance 2008-09

PROPERTY INFORMATION

On a separate sheet attached to the application, provide a detailed legal description of the property covered by the application:

- If the request involves changes to more than one zoning district, the applicant shall include a separate legal description for property involved in each district;
- If required to do so at the pre-application meeting, the applicant shall submit four (4) copies of a recent survey (completed within the last six (6) months, maximum 1" to 400' scale), and
- The applicant is responsible for supplying the correct legal description. If questions arise concerning the legal description, an engineer's certification or sealed survey may be required.

Section/Township/Range: 29 / 50 / 26

Lot: 22 - 28 **Block:** A **Subdivision:** Myrtle Cove Acres Unit No. 1

Metes & Bounds Description: See Boundary Survey

Plat Book: 3 **Page #:** 38 **Property I.D. Number:** 60780880001, 60780920000, 60780960002 & 60781000000

Size of Property: Irregular **ft. x** Irregular **ft. =** 358,934+/- **Total Sq. Ft. Acres:** 8.24 +/-

Address/ General Location of Subject Property: Southwest corner of Myrtle Lane and Tamiami Trail East (U.S. 41)

PUD District (refer to LDC subsection 2.03.06 C):

- [x] **Commercial**
- [ ] **Residential**
- [ ] **Community Facilities**
- [ ] **Industrial**
- [ ] **Mixed Use**
- [ ] **Other:**

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ADJACENT ZONING AND LAND USE

	Zoning	Land Use
N	C-4	Commercial
S	Tree Tops PUD	Commercial and Residential
E	C-4 and Tree Tops PUD	Commercial
W	RMF-6	Residential

If the owner of the subject property owns contiguous property please provide a detailed legal description of the entire contiguous property on a separate sheet attached to the application.

Section/Township/Range: N.A. / N.A. / N.A.

Lot: N.A. **Block:** N.A. **Subdivision:** N.A.

Plat Book: N.A. **Page #:** N.A. **Property I.D. Number:** N.A.

Metes & Bounds Description: N.A.

ASSOCIATIONS

Complete the following for all registered Home Owner / Civic Association(s) that could be affected by this petition and located within 1,000 feet of the subject property. Provide additional sheets if necessary. Information can be found on the **Civic Associations and Communities page** on the Board of County Commissioner's website. Applicant is responsible for and shall confirm the current mailing addresses for each association as registered by the Florida Department of State, Division of Corporations.

Name of Homeowner / Civic Association: Woodgate at Naples, Inc.
Mailing Address: 9150 Galleria Court Suite 201 **City:** Naples **State:** FL **ZIP:** 34109

Name of Homeowner / Civic Association: Treetops of Naples, Section I, Inc., C/O Associa Gulf Coast
Mailing Address: 13461 Parker Commons Blvd. Suite 101 **City:** Fort Myers **State:** FL **ZIP:** 33912

Name of Homeowner / Civic Association: _____
Mailing Address: _____ **City:** _____ **State:** ____ **ZIP:** _____

Name of Homeowner / Civic Association: _____
Mailing Address: _____ **City:** _____ **State:** ____ **ZIP:** _____

Name of Homeowner / Civic Association: _____
Mailing Address: _____ **City:** _____ **State:** ____ **ZIP:** _____

EVALUATION CRITERIA

Pursuant to LDC subsections 10.02.13 B, 10.02.08 F and Chapter 3 G. of the Administrative Code, staff's analysis and recommendation to the Planning Commission, and the Planning Commission's recommendation to the Board of County Commissioners shall be based upon consideration of the applicable criteria. **On a separate sheet attached to the application, provide a narrative statement describing the rezone request with specific reference to the criteria below. Include any backup materials and documentation in support of the request.**

a. The suitability of the area for the type and pattern of development proposed in relation to physical characteristics of the land, surrounding areas, traffic and access, drainage, sewer, water, and other utilities.
b. Adequacy of evidence of unified control and suitability of any proposed agreements, contract, or other instruments, or for amendments in those proposed, particularly as they may relate to arrangements or provisions to be made for the continuing operation and maintenance of such areas and facilities that are not to be provided or maintained at public expense. Findings and recommendations of this type shall be made only after consultation with the County Attorney.
c. Conformity of the proposed PUD with the goals, objectives, and policies of the Growth Management Plan. (This is to include identifying what subdistrict, policy, or other provision allows the requested uses/density, and fully explaining/addressing all criteria or conditions of that subdistrict, policy, or other provision.)
d. The internal and external compatibility of proposed uses, which conditions may include restrictions on location of improvements, restrictions on design, and buffering and screening requirements.
e. The adequacy of usable open space areas in existence and as proposed to serve the development.
f. The timing or sequence of development for the purpose of assuring the adequacy of available improvements and facilities, both public and private.
g. The ability of the subject property and of surrounding areas to accommodate expansion.
h. Conformity with PUD regulations, or as to desirable modifications of such regulations in the particular case, based on determination that such modifications of justified as meeting public purposes to a degree at least equivalent to literal application of such regulations.

Deed Restrictions: The County is legally precluded from enforcing deed restrictions; however, many communities have adopted such restrictions. You may wish to contact the civic or property owners association in the area for which this use is being requested in order to ascertain whether or not the request is affected by existing deed restrictions.

Previous land use petitions on the subject property: To your knowledge, has a public hearing been held on this property within the last year? If so, what was the nature of that hearing?

No

Official Interpretations or Zoning Verifications: To your knowledge, has there been an official interpretation or zoning verification rendered on this property within the last year?

☐ Yes ☑ No If so, please provide copies.

PUBLIC NOTICE REQUIREMENTS

This land use petition requires a Neighborhood Information Meeting (NIM), pursuant to Chapter 8 B of the Administrative Code and LDC section 10.03.05. Following the NIM, the applicant will submit a written summary and any commitments that have been made at the meeting. Refer to Chapter 8 B of the Administrative Code for the NIM procedural requirements.

Chapter 8 of the Administrative Code requires that the applicant must remove their public hearing advertising sign(s) after final action is taken by the Board of County Commissioners. Based on the Board's final action on this item, please remove all public hearing advertising sign(s) immediately.

RECORDING OF DEVELOPER COMMITMENTS

Within 30 days of adoption of the Ordinance, the owner or developer (specify name) at their expense shall record in the Public Records of Collier County a Memorandum of Understanding of Developer Commitments or Notice of Developer Commitments that contains the legal description of the property that is the subject of the land use petition and contains each and every commitment of the owner or developer specified in the Ordinance. The Memorandum or Notice shall be in form acceptable to the County and shall comply with the recording requirements of Chapter 695, FS. A recorded copy of the Memorandum or Notice shall be provided to the Collier County Planned Unit Development Monitoring staff within 15 days of recording of said Memorandum or Notice.

LDC subsection 10.02.08 D

This application will be considered "open" when the determination of "sufficiency" has been made and the application is assigned a petition processing number. The application will be considered "closed" when the petitioner withdraws the application through written notice or ceases to supply necessary information to continue processing or otherwise actively pursue the rezoning, amendment, or change, for a period of six (6) months. An application deemed "closed" will not receive further processing, and an application "closed" through inactivity shall be deemed withdrawn. An application deemed "closed" may be re-opened by submission of a new application, repayment of all application fees, and the grant of a determination of "sufficiency". Further review of the request will be subject to the then current code.

Growth Management Community Development Department
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Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

STATEMENT OF UTILITY PROVISIONS FOR PUD REZONE REQUEST

APPLICANT CONTACT INFORMATION

Name of Applicant(s): Metropolitan Naples, LLC

Address: 1500 Fifth Ave. S., Suite 106 **City:** Naples **State:** FL **ZIP:** 34102

Telephone: 239-405-1704 **Cell:**

E-Mail Address: js@reptrs.com

Address of Subject Property (If available): Myrtle Lane

City: **State:** **ZIP:**

PROPERTY INFORMATION

Section/Township/Range: 29 / 50 / 26

Lot: 22 - 28 **Block:** A **Subdivision:** Myrtle Cove Acres Unit 1

Metes & Bounds Description: See Boundary Survey

Plat Book: 3 **Page #:** 38 **Property I.D. Number:** 60780880001, 60780920000, 60780960002 & 60781000000

TYPE OF SEWAGE DISPOSAL TO BE PROVIDED

Check applicable system:

a. County Utility System ☑
b. City Utility System ☐
c. Franchised Utility System ☐
d. Package Treatment Plant ☐
e. Septic System ☐

Provide Name:
(GPD Capacity):
Type:

TYPE OF WATER SERVICE TO BE PROVIDED

Check applicable system:

a. County Utility System ☑
b. City Utility System ☐
c. Franchised Utility System ☐
d. Private System (Well) ☐

Provide Name:

Total Population to be Served: Self-storage/warehouse 250 units and 20,000 square feet of retail and service uses

Peak and Average Daily Demands:

A. Water-Peak: 592 GPD Average Daily: 455 GPD
B. Sewer-Peak: 1 GPM Average Daily: 325 GPD

Project Capacity - COMMERCIAL

Type of Establishment	# Units	GPD/Unit	GPD
Warehouse, excluding offices and living quarters, per self-storage unit (> 200 units)	250	0.5	125
Other, 20,000 sf of retail and service uses (low use, low flow)	1	200	200
	Subtotal		**325**

Total Average Daily Flow (GPD)	Peak Factor	Total Peak Hour Flow (GPD)	Total Peak Hour Flow (GPM)
325	**4.5**	**1,447**	**1.0**

Narrative statement: Provide a brief and concise narrative statement and schematic drawing of sewage treatment process to be used as well as a specific statement regarding the method of affluent and sludge disposal. If percolation ponds are to be used, then percolation data and soil involved shall be provided from tests prepared and certified by a professional engineer. Attach additional pages if necessary.

N.A.

Collier County Utility Dedication Statement: If the project is located within the service boundaries of Collier County's utility service system, a notarized statement shall be provided agreeing to dedicate the water distribution and sewage collection facilities within the project area to the Collier County Utilities. This shall occur upon completion of the construction of these facilities in accordance with all applicable County ordinances in effect at that time. This statement shall also include an agreement that the applicable system development charges and connection fees will be paid to the County Utilities Division prior to the issuance of building permits by the County. If applicable, the statement shall contain an agreement to dedicate the appropriate utility easements for serving the water and sewer systems.

N.A.

Statement of Availability Capacity from other Providers: *Unless waived or otherwise provided for at the pre-application meeting, if the project is to receive sewer or potable water services from any provider other than the County, a statement from that provider indicating adequate capacity to serve the project shall be provided.*

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COVENANT OF CONTROL

The undersigned do hereby swear or affirm that we are the fee simple titleholders and owners of record of property commonly known as _____

_____

(Street address and City, State and Zip Code) and legally described in *Exhibit A* attached hereto.

The property described herein is the subject of an application for Residential planned unit development (R PUD) zoning. We hereby designate _____, legal representative thereof, as the legal representatives of the property and as such, these individuals are authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes, but is not limited to, the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning approval on the site. These representatives will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Collier County.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

1. The property will be developed and used in conformity with the approved master plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned unit development rezoning.
2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by Collier County.
3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned unit development process will constitute a violation of the Land Development Code.
4. All terms and conditions of the planned unit development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned unit development must be consistent with those terms and conditions.
5. So long as this covenant is in force, Collier County can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned unit development, seek equitable relief as necessary to compel compliance. The County will not issue permits, certificates, or licenses to occupy or use any part of the planned unit development and the County may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned unit development.

_____ _____
Signature of Owner Signature of Owner

_____ _____
Printed Name of Owner Printed Name of Owner

STATE OF FLORIDA, COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online registration this ____ day of _____ , 20___, by _____ who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Seal

_____
Signature of Notary Public

_____
Print Name of Notary Public

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Final Submittal Requirement Checklist for:

- ☑ PUD Rezone- Ch. 3 G.1 of the Administrative Code
- ☐ Amendment to PUD- Ch. 3 G.2 of the Administrative Code
- ☐ PUD to PUD Rezone- Ch. 3 G.1 of the Administrative Code

The following submittal requirement checklist is to be utilized during the Pre-Application Meeting and at time of application submittal. At final submittal, the checklist is to be completed and submitted with an up-to-date application. Please upload the submittal items with cover sheets attached to each section via the **GMD Portal**. Incomplete submittals will not be accepted, or processed. **View sample PUD document**.

REQUIREMENTS	REQUIRED	NOT REQUIRED
Cover Letter with narrative statement including a detailed description of why amendment is necessary	☑	☐
Completed application with required attachments (download latest version)	☑	
Pre-application meeting notes	☑	☐
Affidavit of Authorization, signed and notarized	☑	
Property Ownership Disclosure Form	☑	
Notarized and completed Covenant of Unified Control	☑	
Completed Addressing Checklist	☑	
Warranty Deed(s)	☑	☐
List identifying owner and all parties of corporation	☑	☐
Signed and sealed Boundary Survey	☑	☐
Architectural rendering of proposed structures	☑	☐
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial.	☑	☐
Statement of utility provisions	☑	☐
Environmental data requirements pursuant to LDC section 3.08.00	☐	☐
Environmental Data Requirements collated into a single Environmental Impact Statement (EIS) packet at time of public hearings. Coordinate with project planner at time of public hearings.	☑	☐
Listed or protected species survey, less than 12 months old. Include copies of previous surveys.	☐	☐
Traffic Impact Study (TIS)	☑	☐
Historical Survey	☐	☑
School Impact Analysis Application, if applicable	☐	☑
Electronic copy of all required documents	☑	☐
Completed Exhibits A-F (see below for additional information)+	☑	☐
List of requested deviations from the LDC with justification for each (this document is separate from Exhibit E)	☑	☐

***Checklist continues on next page**

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Revised Conceptual Master Site Plan 24" x 36"and one (1) 8 ½" x 11" copy	☐	☑
Original PUD document/ordinance, and Master Plan 24" x 36" – Only if Amending the PUD	☐	☑
Revised PUD document with changes crossed thru & underlined	☐	☑
Copy of Official Interpretation and/or Zoning Verification	☑	☐

+The following exhibits are to be completed on a separate document and attached to the application packet:

- **Exhibit A: List of Permitted Uses**
- **Exhibit B: Development Standards**
- **Exhibit C: Master Plan- See Chapter 3 G.1 of the Administrative Code**
- **Exhibit D: Legal Description**
- **Exhibit E: List of Requested LDC Deviations and justification for each**
- **Exhibit F: List of Development Commitments**

If located in RFMU (Rural Fringe Mixed Use) Receiving Land Areas
Pursuant to LDC subsection 2.03.08.A.2.a.2.(b.)i.c., the applicant must contact the Florida Forest Service at **239-690-3500** for information regarding "Wildfire Mitigation & Prevention Plan."

PLANNERS – INDICATE IF THE PETITION NEEDS TO BE ROUTED TO THE FOLLOWING REVIEWERS:

☑	School District (Residential Components) Amy Lockhart	☐	Conservancy of SWFL
☑	Utilities Engineering	☐	Parks and RecreationDirector
☐	Emergency Management	☐	Immokalee Water/Sewer District
☐	City of Naples Planning Director	☐	Other:
☐	City of Naples Utilities	☐	Other:

FEE REQUIREMENTS

- ☑ **Fire Pre-Application Meeting:** $150.00 (Applied as credit towards fire review fee upon submittal of application if within 9 months of the pre-app meeting date)
- ☑ **Pre-Application Meeting:** $500.00
- ☐ **PUD Rezone:** $10,000.00* plus $25.00 an acre or fraction of an acre
- ☒ **PUD to PUD Rezone:** $8,000.00* plus $25.00 an acre or fraction of an acre
- ☐ **PUD Amendment:** $6,000.00* plus $25.00 an acre or fraction of an acre **Comprehensive Planning**
- ☑ **Consistency Review:** $2,250.00
- ☑ **Environmental Data Requirements-EIS Packet (submittal determined at pre-application meeting):** $2,500.00
- ☑ **Listed or Protected Species Review (when an EIS is not required):** $1,000.00
- ☑ **Transportation Review Fees:**
  - Methodology Review: $500.00 (Methodology by Email to Staff)
    *Additional fees to be determined at Methodology Meeting.
  - Minor Study Review: $750.00
  - Major Study Review $1,500.00
- ☑ **Fire Planning Review Fee:** ($300 PUDZ, PUDR) ($150 PUDA)

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

☑ **Estimated Legal Advertising fee:**

- CCPC: $1,125.00
- BCC: $500.00

☑ **If applicable, an additional fee for Property Owner Notifications will be billed to the applicant after Hearing Examiner hearing date.** *(Variable)*

☐ **School Concurrency Fee, if applicable:**

- Mitigation Fees, if application, to be determined by the School District in coordination with the County

All fees are collected at the time of application. Property Notification Letters, if required by The Land Development Code, will be invoiced after the petition is heard by the Board of County Commissioners.

*As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition. *Additional fee for the 5th and subsequent re-submittal will be accessed at 20% of the original fee.*

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Signature of Petitioner or Agent

April 22, 2024
Date

D. Wayne Arnold, AICP
Printed named of signing party

5396 Myrtle Lane CPUD (PL20230016212)

Evaluation Criteria

Pursuant to LDC subsections 10.02.13 B, 10.02.08 F and Chapter 3 G. of the Administrative Code, staff's analysis and recommendation to the Planning Commission, and the Planning Commission's recommendation to the Board of County Commissioners shall be based upon consideration of the applicable criteria. Provide a narrative statement describing the rezone request with specific reference to the criteria below. Include any backup materials and documentation in support of the request.

The applicant is proposing to rezone the 8.24+/- acre property from the Myrtle Woods CPUD and RFM-6 Zoning Districts to a Commercial PUD to allow development of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses. The site is proposed to be developed with a U-Haul smart mobility center that will be a modern facility designed to meet the indoor storage and moving needs for the growing Collier County market. This will be a replacement facility for the existing U-Haul facility that has operated 5 miles to the west in the Mini-triangle redevelopment area. U-Haul has outgrown the existing smaller site and the 8.4-acre site at Myrtle Lane and U.S. 41 is of sufficient size to build a modern indoor self-storage facility, with an area of sufficient size to allow for their rental fleet of vehicles as well as retail sales for moving supplies.

a. The suitability of the area for the type and pattern of development proposed in relation to physical characteristics of the land, surrounding areas, traffic and access, drainage, sewer, water, and other utilities.

The site is well-suited for continued commercial development. The site has been zoned for commercial and residential development and is in an area of the County having water and sewer services. The property has available access to both U.S. 41 and Myrtle Lane and is discussing signal modification at Broward Street to serve the project. Full access to Myrtle Lane will be provided if the site access to U.S. 41 is signalized at Broward Street. The site will be designed to have a functional water management system meeting the criteria of the SFWMD.

b. Adequacy of evidence of unified control and suitability of any proposed agreements, contract, or other instruments, or for amendments in those proposed, particularly as they may relate to arrangements or provisions to be made for the continuing operation and maintenance of such areas and facilities that are not to be provided or maintained at public expense. Findings and recommendations of this type shall be made only after consultation with the county attorney.

The applicant is the contract purchaser of the property.

c. Conformity of the proposed PUD with the goals, objectives and policies of the Growth Management Plan. (This is to include identifying what Sub-district, policy or other provision allows the requested uses/density, and fully explaining/addressing all criteria or conditions of that Sub-district, policy or other provision.)

A companion small-scale growth management plan amendment has been filed which establishes a new subdistrict which is tailored to this specific property and establishes the proposed intensity of a maximum of 200,000 square feet of gross leasable area of indoor self-

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Q. Grady Minor and Associates, LLC
3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradyminor.com • www.gradyminor.com

storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses. The PUD also provides for the truck and trailer rental associated with U-Haul facilities.

Future Land Use Element

Policy 5.4 requires that all applications must be consistent with the Growth Management Plan as determined by the Board of County Commissioners. A companion small-scale growth management plan amendment has been filed which creates a new subdistrict providing for development of the proposed commercial use. Upon approval of the Subdistrict, the project may be deemed consistent with the Growth Management Plan.

Policies 5.5 and 5.7 discourage unacceptable levels of urban sprawl by utilizing urban areas for development before redesignating new property for urban intensity. The proposed development is an urban infill project and does not constitute urban sprawl. The site is presently zoned for commercial uses and multi-family residential uses. The site is located within the Coastal High Hazard Area of Collier County, making the use of the site more appropriate for commercial-only uses.

Policy 5.6 requires that new projects will be compatible with and complementary to the surrounding land uses. The proposed CPUD has a conceptual PUD master plan that identifies the location of the proposed building(s) parking areas, buffer, and site access. The PUD document contains development standards which establish building setbacks appropriate for the type of uses proposed. The project will be complementary to the surrounding area by providing a use for which there is market demand. U-Haul has discussed in their market demand analysis why this site to serve as a replacement for their existing facility is necessary. The site is appropriately sized and well-located to serve their growing demand for moving and storage facilities. The buildings and site will be developed in accordance with the LDC, and the buildings will be designed to meet the requirements of the County's architectural standards.

Objective 7, and implementing Policies 7.1-7.7, promote smart growth policies to reduce greenhouse gas emissions and to adhere to the development character of the County. The site is an urban infill site and located on a 6-lane arterial roadway offering capture of trips already on the surrounding roadway network. The site has also proposed secondary access to the adjacent Mrytle Lane. The Master Plan notes that this will be a full access if signalized access at the Broward Street signal is approved. No access is feasible to the developed storage facility to the south or vacant residential property to the west.

Transportation Element

Please see the Traffic Impact Analysis prepared which demonstrates compliance with the Level of Service Standards for arterial roadways.

Conservation and Coastal Management Element

Policy 6.1.1 requires preservation of the existing onsite native vegetation. The PUD master plan previously identified a native vegetation preservation area on the property; however, the updated vegetative mapping indicates there is no native vegetation on-site; therefore no preservation area is proposed.

Objective 7.1: Direct incompatible land uses away from listed animal species and their habitats. Please refer to the listed species management and indigenous preservation plans prepared by Collier Environmental which concludes there are no listed species onsite. There are no native plant species on the site; therefore, no preserve area is proposed.

d. The internal and external compatibility of proposed uses, which conditions may include restrictions on location of improvements, restrictions on design, and buffering and screening requirements.

The project as proposed is compatible both internally and externally. The PUD application includes a conceptual master plan which identifies proposed buffers, vehicle rental areas, and building areas, and the PUD document includes development standards which will assure the use(s) will be compatible with the nearby development. The proposed mobility center will be a replacement facility for the U-Haul facility that has operated for decades in the Mini-triangle redevelopment area. The relocation to this site will allow for a modern indoor self-storage and moving facility consistent with the demand analysis prepared in support of the companion small-scale amendment.

e. The adequacy of usable open space areas in existence and as proposed to serve the development.

The commercial PUD will have the required 30% open space as required by the LDC, which will include buffers, water management areas, and landscape islands.

f. The timing or sequence of development for the purpose of assuring the adequacy of available improvements and facilities, both public and private.

Adequate infrastructure must be in place to support future development on the site. Water and sewer services are available at the site and there are no known capacity issues that will impact this project.

g. The ability of the subject property and of surrounding areas to accommodate expansion.

The CPUD is surrounded by commercially zoned and developed land to the north and south. The vacant RMF-6 zoned parcel to the west is being retained by the seller of a portion of land included in the CPUD; however, the owner has no desire to include this parcel in the subject CPUD. Expansion of the PUD boundary is not necessary to support the proposed uses.

h. Conformity with PUD regulations, or as to desirable modifications of such regulations in the particular case, based on determination that such modifications of justified as meeting public purposes to a degree at least equivalent to literal application of such regulations.

The project as proposed is consistent with the LDC.

10.02.08 - Requirements for Amendments to the Official Zoning Atlas

F. Nature of requirements of Planning Commission report. When pertaining to the rezoning of land, the report and recommendations of the Planning Commission to the Board of County

Commissioners required in LDC section 10.02.08 E shall show that the Planning Commission has studied and considered the proposed change in relation to the following findings, when applicable:

1. Whether the proposed change will be consistent with the goals, objectives, and policies and future land use map and the elements of the Growth Management Plan.

Future Land Use Element

Policy 5.4 requires that all applications must be consistent with the Growth Management Plan as determined by the Board of County Commissioners. A companion small-scale growth management plan amendment has been filed which creates a new subdistrict providing for development of the proposed commercial use. Upon approval of the Subdistrict, the project may be deemed consistent with the Growth Management Plan.

Policies 5.5 and 5.7 discourage unacceptable levels of urban sprawl by utilizing urban areas for development before redesignating new property for urban intensity. The proposed development is an urban infill project and does not constitute urban sprawl. The site is presently zoned for commercial uses and multi-family residential uses. The site is located within the Coastal High Hazard Area of Collier County, making the use of the site more appropriate for commercial-only uses.

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the updated vegetative mapping indicates there is no native vegetation on-site; therefore no preservation area is proposed.

Objective 7.1: Direct incompatible land uses away from listed animal species and their habitats. Please refer to the listed species management and indigenous preservation plans prepared by Collier Environmental which concludes there are no listed species onsite. There are no native plant species on the site; therefore, no preserve area is proposed.

2. The existing land use pattern.

The lands to the northwest, southeast and north are zoned and/or developed with commercial uses. Lands to the west along Myrtle Lane are zoned RMF-6. One single family home is located to the west and the PUD proposes to include a 15' wide Type B buffer consistent with the LDC in this area.

3. The possible creation of an isolated district unrelated to adjacent and nearby districts.

The CPUD boundary does not create an isolated district. The CPUD permits all C-3 uses and the addition to the indoor storage and moving related uses. Properties proximate to the site are zoned and developed with commercial uses.

4. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

The PUD boundary represents a logical boundary and includes all property under the control of the applicant. The proposed PUD meets all design criteria for a PUD as specified in Section 4.07.02 of the PUD.

5. Whether changed or changing conditions make the passage of the proposed amendment necessary.

The applicant has prepared a market demand analysis and determined that the proposed U-Haul mobility center can be supported in this location. This will be a replacement facility for the U-Haul that has been operating in the Mini-triangle redevelopment area for decades. Their existing site is functionally obsolete due to the size of the site and lack of opportunity to expand at the current location. Due to the existing growth management plan policy regarding existing commercially zoned property, the zoning must be modified as the existing C-3 type uses permitted in the PUD and the RMF-6 zoning zoning does not permit the proposed moving and storage uses.

6. Whether the proposed change will adversely influence living conditions in the neighborhood.

The proposed rezone will not adversely influence living conditions in the neighborhood. The proposed master plan, buffers and development standards will assure compatibility.

7. Whether the proposed change will create or excessively increase traffic congestion or create types of traffic deemed incompatible with surrounding land uses, because of peak volumes or projected types of vehicular traffic, including activity during construction phases of the development, or otherwise affect public safety.

The proposed commercial development will not create or excessively increase traffic congestion. The TIS prepared for the PUD rezoning application concludes that the project will not adversely impact the surrounding road network or cause any roadways to operate below their adopted level of service.

8. Whether the proposed change will create a drainage problem.

The project will obtain a SFWMD permit for the surface water management system and will have no impact on surrounding development.

9. Whether the proposed change will seriously reduce light and air to adjacent areas.

The proposed rezone will have no impact on light and air to adjacent areas.

10. Whether the proposed change will adversely affect property values in the adjacent area.

The proposed rezone should have no impact on property values in the adjacent area.

11. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

The proposed rezone from PUD and RMF-6 to a commercial PUD will enhance surrounding properties by permitting a modern facility designed to have appropriate buffers and development standards which will not deter improvement or development of nearby properties.

12. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Any property owner may propose zoning changes subject to the requirements of the LDC. No special privilege results from the PUD rezone.

13. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

The existing growth management plan policies and zoning do not permit the proposed mobility center and related uses; therefore, the zoning and companion small-scale plan amendment are required to be changed in order to develop the moving and storage uses.

14. Whether the change suggested is out of scale with the needs of the neighborhood or the county.

The scale of the project is in scale with the needs of the community and represents the necessary square footage to develop the moving and storage facilities.

15. Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use.

It is not impossible to find other sites in the County; however, this commercially zoned infill property has commercial development surrounding it and it is served by a 6-lane arterial roadway. The applicant has determined that this location will better serve the growing demand for moving and storage in Collier County. The existing facility is functionally obsolete, and this property is of sufficient size to construct a facility of appropriate size and mix of uses to service the growing needs for moving and storage. The site also has water and wastewater services available to it.

16. The physical characteristics of the property and the degree of site alteration which would be required to make the property usable for any of the range of potential uses under the proposed zoning classification.

A portion of the site has been previously cleared and filled. The site has no native vegetation and is infested with exotic vegetation. Portions of the site will be cleared and filled to support the proposed building and parking areas within the PUD. The required site work is typical of most vacant parcels in Collier County.

17. The impact of development on the availability of adequate public facilities and services consistent with the levels of service adopted in the Collier County Growth Management Plan and as defined and implemented through the Collier County Adequate Public Facilities Ordinance [Code ch. 106, art. II], as amended.

There are adequate roadways and utilities available at the site. There are no public facilities deficiencies at the present time, and none will occur as a result of this project.

18. Such other factors, standards, or criteria that the Board of County Commissioners shall deem important in the protection of the public health, safety, and welfare.

The project is consistent with the proposed Growth Management Plan amendment, and it is compatible with surrounding development. The applicant has also determined that there is market demand for the proposed U-Haul mobility center uses.

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Zoning Pre-Application Meeting Notes

Petition Type: PUD Rezone (~~PUDZ~~ PUDR) GMP Amendment (GMPA)

Date and Time: _____

Assigned Planner: Laura DeJohn (~~PUDZ~~ (PUDR)) Kathy Eastley (GMPA)

Engineering Manager (for PPL's and FP's): _____

Project Information

Project Name: 5396 Myrtle LN (~~PUDZ~~ PUDR) & 5396 Myrtle LN (GMPA)

PL #: PL20230016212 (~~PUDZ~~ PUDR)
PL20230016211 (GMPA)

Property ID #: 60780880001, 60780920000, 60780960002 and 60781000000 **Current Zoning:** Myrtle Woods PUD + RMF-6(1parcel)

Project Address: 5396 Myrtle LN **City:** Naples **State:** FL **Zip:** 34113

Applicant: Sharon Umpenhour – GradyMinor

Agent Name: D. Wayne Arnold AICP - GradyMinor **Phone:** 239-947-1144

Agent/Firm Address: 3800 Via Del Rey **City:** Bonita Springs **State:** FL **Zip:** 34134

Property Owner: KC Naples Tamiami LLC

Please provide the following, if applicable:

i. **Total Acreage:** 8.15

ii. **Proposed # of Residential Units:** _____

iii. **Proposed Commercial Square Footage:** _____

iv. **For Amendments, indicate the original petition number:** _____

v. **If there is an Ordinance or Resolution associated with this project, please indicate the type and number:** _____

vi. **If the project is within a Plat, provide the name and AR#/PL#:** _____

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

As of 10/16/2017 all Zoning applications have revised applications, and your associated Application is included in your notes; additionally a *new Property Ownership Disclosure Form is required for all applications. A copy of this new form is included in your pre-app

Note – link is https://www.colliercountyfl.gov/Home/ShowDocument?id=75093

ZONING - LAURA DEJOHN - SEE ATTACHED EMAIL NOTES ON PAGE 2.A.

COMP. PLANNING - KATHY EASTLY - SEE ATTACHED EMAIL NOTES ON PAGES 2.B.1 → 2.B.3.

TRANSPORTATION - MIKE SAWYER - SEE ATTACHED EMAIL NOTES ON PAGE 2.C.

PUBLIC UTILITIES - DREW CODY - SEE PAGE 4 OF 5 FOR CONTACT INFO TO CONTACT WITH QUESTIONS.

STORMWATER - JOCELYN NAGEON DE LOSTANG - SEE PAGE 5 OF 5 FOR CONTACT INFO FOR QUESTIONS.

If Site is within the City of Naples Water Service Area please send to Naples Utilities and Planning Departments. Then, if the petition is submitted, we are to send it (by email) to the four persons below in their Utilities and Planning Depts. - along with a request that they send us a letter or email of "no objection" to the petition. Bob Middleton RMiddleton@naplesgov.com Allyson Holland AMHolland@naplesgov.com Robin Singer RSinger@naplesgov.com Erica Martin emartin@naplesgov.com

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

ThomasClarkeVEN

From: LauraDeJohnVEN
Sent: Tuesday, December 19, 2023 4:51 PM
To: ThomasClarkeVEN
Cc: Katherine Eastley
Subject: 5396 Myrtle Lane PUDR Pre-app Notes (PL20230016212)

Thomas, Here are the zoning notes for the referenced PUDR pre-app meeting today:

- Companion site specific GMP Amendment is being proposed.
- Petitioner seeks to develop a U Haul facility based on their smart mobility model as a replacement to the existing U-Haul at 2001 Tamiami Trail E, Naples, FL 34112. This will include a 4-story indoor self storage building and 1-story warehousing (indoor cube). Also outdoor display of trucks & trailers for rent, propane sales to general public, electric charging stations available to general public, and approx. 3,000 s.f. of retail (moving & packing supplies) available to the general public. Other C-3 uses will also be proposed as permitted.
- Site is approx. 8.25 acres, currently zoned CPUD (Ord. 08-09) & RMF-6. PU-89-7 is expired.
- The zoning action will be a PUD rezoning (PUDR).
- To address compatibility within the PUD, identify the specific uses (by SIC) that are anticipated on the site as permitted uses and/or prohibited uses.
- For the PUD Master Plan, include contents outlined in the Administrative Code, section G.1. Include all easements, roads, rights-of-ways, and pedestrian systems on and proximate to the site.
- If deviations from LDC requirements are proposed, provide justifications demonstrating such master plan elements may be waived without detrimental effect on the health, safety and welfare of the community (LDC section 10.02.13.A.3), and/or demonstrating that the deviation is "justified as meeting public purposes to a degree at least equivalent to literal application of such regulations" per 10.02.13.B.5.h.
- Along with development standards, identify operational aspects in the PUD Submittal: hours of operation, outdoor sound control
- Refer to screening requirement in LDC 4.02.12 if outdoor storage is proposed.
- For information purposes, refer to Ordinance 08-09 for past conditions to provide public access, drainage/utility easement, and 60' x 70' well site easement.
- Architectural standards of LDC Section 5.05.08 apply.
- Applicant is required to hold a Neighborhood Information Meeting before the item is heard by the Planning Commission and Board of County Commissioners.
- In the application form where civic associations must be listed, and for purposes of NIM mailings, include East Naples Civic Association – confirm accurate mailing addresses per the Dept. of State Division of Corporations

Laura DeJohn, AICP
Collier County Growth Management Department
Zoning Services (Vendor)
2800 North Horseshoe Drive
Naples, FL 34104
Desk: (239) 252-5587
laura.dejohn@colliercountyfl.gov

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Page 2.A.

ThomasClarkeVEN

From: Katherine Eastley
Sent: Wednesday, December 20, 2023 7:15 AM
To: LauraDeJohnVEN; ThomasClarkeVEN
Subject: RE: 5396 Myrtle Lane PUDR Pre-app Notes (PL20230016212)
Attachments: PL20230016211 Myrtle Lane GMPA Pre-app Notes.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Attached are comprehensive planning comments.

Kathy Eastley, AICP
Planner III
Comprehensive Planning

Collier County

Zoning Division
Katherine.Eastley@colliercountyfl.gov
2800 North Horseshoe Drive, Naples, FL 34101
Direct Phone: 239.252.2834

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

From: LauraDeJohnVEN <Laura.DeJohn@colliercountyfl.gov>
Sent: Tuesday, December 19, 2023 4:51 PM
To: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Cc: Katherine Eastley <Katherine.Eastley@colliercountyfl.gov>
Subject: 5396 Myrtle Lane PUDR Pre-app Notes (PL20230016212)

Thomas, Here are the zoning notes for the referenced PUDR pre-app meeting today:

- Companion site specific GMP Amendment is being proposed.
- Petitioner seeks to develop a U Haul facility based on their smart mobility model as a replacement to the existing U-Haul at 2001 Tamiami Trail E, Naples, FL 34112. This will include a 4-story indoor self storage building and 1-story warehousing (indoor cube). Also outdoor display of trucks & trailers for rent, propane sales to general public, electric charging stations available to general public, and approx. 3,000 s.f. of retail (moving & packing supplies) available to the general public. Other C-3 uses will also be proposed as permitted.
- Site is approx. 8.25 acres, currently zoned CPUD (Ord. 08-09) & RMF-6. PU-89-7 is expired.
- The zoning action will be a PUD rezoning (PUDR).
- To address compatibility within the PUD, identify the specific uses (by SIC) that are anticipated on the site as permitted uses and/or prohibited uses.
- For the PUD Master Plan, include contents outlined in the Administrative Code, section G.1. Include all easements, roads, rights-of-ways, and pedestrian systems on and proximate to the site.
- If deviations from LDC requirements are proposed, provide justifications demonstrating such master plan elements may be waived without detrimental effect on the health, safety and welfare of the community (LDC section 10.02.13.A.3), and/or demonstrating that the deviation is "justified as meeting public purposes to a degree at least equivalent to literal application of such regulations" per 10.02.13.B.5.h.

Page 2.B.1.

Comprehensive Planning Pre-App Notes
Myrtle Lane GMPA and Rezone December 19, 2023 – 1:30 p.m.

GMPA PL20230016211 – Kathy Eastley
PUDZ PL20230016212 – Laura DeJohn

Description:

The applicant proposes to rezone four parcels to allow for up to 200,000 square feet of:

- Warehouse and Storage (SIC 4225) (both indoor storage and cube storage).
- Outdoor storage and display for U-Hauls (SIC 7513).
- Limited General Commercial (C-4) uses related to U-haul supplies such as boxes and packing materials, limited to 3,000 square feet.
- LPG Sales.

The property is at the southwest intersection of Myrtle Lane and US 41. Three of the properties are currently zoned Myrtle Woods CPUD and one parcel is zoned RSF-3. All parcels are currently vacant and total approximately 8.25 acres.

Access to the site is proposed at the signalized intersection of Broward Street and US 41, with emergency access proposed on Myrtle Lane. Discuss the potential to provide interconnection from Myrtle Lane to the signalized intersection at Broward.

The site plan indicates a four-story storage facility at the southeast, U-Haul storage and display at the intersection of US 41 and Myrtle Lane, a single-story warehouse at the western end of the property adjacent to the RSF-3 parcels, and a water management facility at the south adjacent to the Tree Tops MPUD.

The Growth Management Plan (GMP) Future Land Use Element (FLUE) and Future Land Use Map (FLUM) and Map Series, designate the property as Urban, Mixed-Use District, Urban Coastal Fringe Subdistrict, and Coastal High Hazard Area. The applicant proposes a Growth Management Plan Amendment (GMPA) to create a subdistrict to allow the requested uses.

The applicant should provide a detailed description of the uses proposed on the property, along with the associated SIC Codes. Justification for the proposed GMPA must be provided including the provision of data and analysis demonstrating the need for the use, **as well as the appropriateness of the use at the proposed location**. Please include a defined market area with to support the location as well as each of the proposed uses. This study should also include an inventory of all approved similar facilities within the defined market area. Please note that this is an existing facility that will be relocating, with current location and specific uses that exist in the current business.

The US 41 Overlay should be reviewed and applied to the site, including the required enhancements and incorporating the development criteria into the plan.

Page 2. B.2.

Address the compatibility of the use, the availability of public and/or private infrastructure to serve the use, and impacts, if any, on environmental and cultural resources.

Please include information related to the apparent accesses through the subject properties. Are these easements that serve drainage in the area?

Growth Management Plan Amendments require the applicant to address and demonstrate consistency with the following policies:

- Please address Collier County Growth Management Plan Policy 5.6 regarding compatibility and policies 7.1-7.4. regarding smart growth policies specific to interconnection and access issues. These policies are found in the document at the following link: https://www.colliercountyfl.gov/home/showpublisheddocument/103430/638181213305930000
- List and address applicable provisions of Florida Statues 163.3187 and 163.3177 for amending the Growth Management Plan (GMP).

General Information

- **Public Notice requirements in Subsection 10.03.06.B**
  - Staff suggests communicating with neighbors regarding the proposal.
- **One neighborhood information meeting (NIM)** is required at least 15 days prior to the advertised Planning Commission Hearing. The applicant is eligible for a NIM at the conclusion of the first review.
  - The GMPA and PUDZ can be combined in one NIM
- **Public Hearings**
  - EAC, if required
  - One CCPC
  - Final Decision is made by the BCC following recommendations from EAC and CCPC
- The rezone petition decision is pending decision for the GMPA

Contact Information - Kathy Eastley 239-252-2834 katherine.eastley@colliercountyfl.gov
Kathy Eastley, Planner III
December 20, 2023

PAGE 2B.3.
2

ThomasClarkeVEN

From: Michael Sawyer
Sent: Tuesday, December 19, 2023 2:01 PM
To: LauraDeJohnVEN; Katherine Eastley; ThomasClarkeVEN
Subject: 5396 Myrtle Lane GMPA & PUDZ Pre-app Notes

Everyone,

Please provide the following notes for Transportation Planning:

Transportation Planning: A methodology meeting by email is required and provide a note on the TIS cover sheet that the fee will be collected at the time of PUD submittal. Address all transportation elements of the GMPA & PUD. Provide both ITE and SIC use codes in the TIS for all proposed uses. Provide trip limit/cap Developer Commitment based on TIS using standard language: *"The maximum total daily trip generation for the PUD shall not exceed ____ two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval."*

Respectfully,

Michael Sawyer
Project Manager II
Transportation Management Services Department
Transportation Planning
2685 South Horseshoe Drive, Suite 103
Naples, Florida 34104
239-252-2926
michael.sawyer@colliercountyfl.gov

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Page 2.C.

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

LANDSCAPE REVIEW – MARK TEMPLETON – SEE EMAIL NOTES ON PAGE 3.A.

PUD MON. TUNING – SEE LAURIE BEARD EMAIL AND ATTACHMENT ON PAGES 3.B.1 – 3.B.2.

ENVIRONMENTAL – CRAIG BROWN – SEE EMAIL NOTES AND ATTACHMENTS ON PAGES 3.C.1 → 3.C.8.

Note: The County collects impact fees prior to the issuance of a Certificate of Occupancy to help offset the impacts of each new development on public facilities. These impact fees are used to fund projects identified in the Capital Improvement Element of the Growth Management Plan (GMP) as needed to maintain the adopted Level of Service (LOS) for public facilities. Other fees collected prior to the issuance of a building permit include building permit review fees. Please note that impact fees and taxes collected were not included in the criteria used by staff and the Planning Commission to analyze this petition.

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

ThomasClarkeVEN

From: Mark Templeton
Sent: Tuesday, December 19, 2023 2:39 PM
To: ThomasClarkeVEN
Subject: RE: Zoning Pre-App RESEARCH for 5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA

Hi Thomas,
Landscape notes below:
Label buffers on the PUD Master Plan consistent with LDC/GMPA standards.
Ensure consistency with any landscape standards within the corridor overlay.

Respectfully,

Mark Templeton, RLA
Principal Planner/Landscape Review

Collier County

Development Review Division
Exceeding Expectations, Every Day!

NOTE: Email Address Has Changed

2800 North Horseshoe Drive, Naples Florida 34104
Phone: 239.252.2475

How are we doing? Please CLICK HERE to fill out a Customer Survey.
We appreciate your Feedback!
Disclaimer- this email is not to be interpreted as an endorsement or approval of any permit, plan, project, or deviation from the Land Development Code.

From: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Sent: Friday, December 15, 2023 3:43 PM
To: Anthony Stolts <Anthony.Stolts@colliercountyfl.gov>; Heidi Ashton <Heidi.Ashton@colliercountyfl.gov>; Brett Rosenblum <Brett.Rosenblum@colliercountyfl.gov>; Craig Brown <Craig.Brown@colliercountyfl.gov>; Derek Perry <Derek.Perry@colliercountyfl.gov>; Eric Ortman <Eric.Ortman@colliercountyfl.gov>; Gino Santabarbara <Gino.Santabarbara@colliercountyfl.gov>; Jaime Cook <Jaime.Cook@colliercountyfl.gov>; James Sabo <James.Sabo@colliercountyfl.gov>; Jocelyn NageondeLestang <Jocelyn.NageondeLestang@colliercountyfl.gov>; Kathynell Crotteau <Kathynell.Crotteau@colliercountyfl.gov>; Laurie Beard <Laurie.Beard@colliercountyfl.gov>; Mark Templeton <Mark.Templeton@colliercountyfl.gov>; Michael Sawyer <Michael.Sawyer@colliercountyfl.gov>; Michele Mosca <Michele.Mosca@colliercountyfl.gov>; Parker Klopf <Parker.Klopf@colliercountyfl.gov>; Rachel Hansen <Rachel.Hansen@colliercountyfl.gov>; Richard Orth <Richard.Orth@colliercountyfl.gov>; Sally Ashkar <Sally.Ashkar@colliercountyfl.gov>; Sarah Harrington <Sarah.Harrington@colliercountyfl.gov>
Cc: LauraDeJohnVEN <Laura.DeJohn@colliercountyfl.gov>; Katherine Eastley <Katherine.Eastley@colliercountyfl.gov>
Subject: Zoning Pre-App RESEARCH for 5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA

Good afternoon all,

Please see the attached Pre-App Research for **Companion** petitions; **5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA – PL20230016211.**

PAGE 3.A.

ThomasClarkeVEN

From: Laurie Beard
Sent: Monday, December 18, 2023 8:25 AM
To: ThomasClarkeVEN
Cc: LauraDeJohnVEN
Subject: Pre-App Meeting PL20230016212/PL20230016211- 5396 Myrtle Lane GMPA & PUDZ
Attachments: Transportation-PUD monitoring pre app handout 2023.docx

PUDA

This is the Myrtle Woods PUD.

Not sure what they are doing (Amendment?) but my notes are attached regardless of a new PUD or PUDA, I need the same info added.

Laurie Beard
Project Manager II

PUD Monitoring, GMD
2800 N. Horseshoe Drive
Naples, FL 34104
Laurie.Beard@CollierCountyFL.gov
Phone: (239)-252-5782

PROUDLY SERVING COLLIER COUNTY SINCE 2000

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Page 3.B.1.

Transportation Planning and PUD Monitoring Pre-App Notes

Developer Commitments:

Transportation Planning

" The maximum total daily trip generation for the PUD shall not exceed ____ two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval."

Use Codes

Provide both ITE and SIC use codes in the TIS.

PUD Monitoring

"One entity (hereinafter the Managing Entity) shall be responsible for PUD monitoring until close-out of the PUD, and this entity shall also be responsible for satisfying all PUD commitments until close-out of the PUD. At the time of this CPUD approval, the Managing Entity is the Insert Company Name Here. Should the Managing Entity desire to transfer the monitoring and commitments to a successor entity, then it must provide a copy of a legally binding document that needs to be approved for legal sufficiency by the County Attorney. After such approval, the Managing Entity will be released of its obligations upon written approval of the transfer by County staff, and the successor entity shall become the Managing Entity. As Owner and Developer sell off tracts, the Managing Entity shall provide written notice to County that includes an acknowledgement of the commitments required by the CPUD by the new owner and the new owner's agreement to comply with the Commitments through the Managing Entity, but the Managing Entity shall not be relieved of its responsibility under this Section. When the PUD is closed-out, then the Managing Entity is no longer responsible for the monitoring and fulfillment of PUD commitments."

Miscellaneous

Pursuant to Section 125.022(5) F.S., issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

All other applicable state or federal permits must be obtained before commencement of the development.

ThomasClarkeVEN

From: Craig Brown
Sent: Wednesday, December 20, 2023 2:20 PM
To: ThomasClarkeVEN
Subject: RE: Zoning Pre-App ~~RESEARCH~~ NOTES for 5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA
Attachments: PUDZ-PUDA checklist FOR REVIEWERS 2-2017.doc; Environmental data Checklist updated December 2016.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Thomas,
There are my notes for this one.

1. Please provide Environmental Data: Please provide FLUCFCS aerial map of the subject property please include the invasive exotic plant percentage amounts and indicate which FLUCFCS are being considered Native Vegetation. Identify on a current aerial the acreage, location and community types of all upland and wetland habitats on the project site, according to the Florida Land Use Cover and Forms Classification System (FLUCFCS), and provide a legend for each of the FLUCFCS Codes identified. Aerials and overlay information must be legible at the scale provided. Provide calculations for the acreage of **native vegetation** required to be retained on-site. In a separate report, demonstrate how the preserve selection criteria pursuant to 3.05.07 have been met. Where applicable, include in this report an aerial showing the project boundaries along with any undeveloped land, preserves, natural flowways or other natural land features, located on abutting properties.

2. Please provide a current Listed species survey, which should include listed plants for the subject property. Provide supporting exhibits (i.e. Panther zones ect.) be sure to include Black Bear and Florida Bonneted Bat as part of the evaluation. Provide a wildlife survey for the nests of bald eagle and for **listed species known to inhabit** biological communities similar to those existing on site. The survey shall be conducted in accordance with the guidelines or recommendations of the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS).
   Provide a survey for listed plants identified in 3.04.03.

3. Provide calculations on site plan showing the appropriate acreage of native vegetation to be retained, the max. amount and ratios permitted to be created on-site or mitigated off-site. Exclude vegetation located within utility and drainage easements from the preserve calculations (LDC 3.05.07.B-D; 3.05.07.F; 3.05.07.H.1.d-e). (15 % of native vegetation of the total acreage is required for preservation.) Label the Master plan with a note that the preservation is to be addressed off-site and provide the calculation in the packet submitted.

4. **Please address how the proposed project is consistent with Conservation Coastal Management Element (CCME) Policy 6.1 and Objective 7.1.**

5. Explain how the project meets or exceeds the native vegetation requirements and minimizes impacts to listed species as required in the CCME. (**The preservation Requirement is 15 % of native vegetation).**

6. Indicate how the project design minimizes impacts to listed species. Describe the measures that are proposed as mitigation for impacts to listed species. (**If found onsite).**

7. Demonstrate that the design of the proposed stormwater management system and analysis of water quality and quantity impacts fully incorporate the requirements of the Watershed Management regulations of 3.07.00.

8. Please address any clearing that has occurred when it occurred and provide permit information associated with the clearing (Historic aerials).

Page 3.C.1-

Environmental Data Fee.
$2,500.00

Craig Brown
Environmental Services Manager
2800 North Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2548

Collier County
Growth Management
Community Development Dept.

From: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Sent: Friday, December 15, 2023 3:43 PM
To: Anthony Stolts <Anthony.Stolts@colliercountyfl.gov>; Heidi Ashton <Heidi.Ashton@colliercountyfl.gov>; Brett Rosenblum <Brett.Rosenblum@colliercountyfl.gov>; Craig Brown <Craig.Brown@colliercountyfl.gov>; Derek Perry <Derek.Perry@colliercountyfl.gov>; Eric Ortman <Eric.Ortman@colliercountyfl.gov>; Gino Santabarbara <Gino.Santabarbara@colliercountyfl.gov>; Jaime Cook <Jaime.Cook@colliercountyfl.gov>; James Sabo <James.Sabo@colliercountyfl.gov>; Jocelyn NageondeLestang <Jocelyn.NageondeLestang@colliercountyfl.gov>; Kathynell Crotteau <Kathynell.Crotteau@colliercountyfl.gov>; Laurie Beard <Laurie.Beard@colliercountyfl.gov>; Mark Templeton <Mark.Templeton@colliercountyfl.gov>; Michael Sawyer <Michael.Sawyer@colliercountyfl.gov>; Michele Mosca <Michele.Mosca@colliercountyfl.gov>; Parker Klopf <Parker.Klopf@colliercountyfl.gov>; Rachel Hansen <Rachel.Hansen@colliercountyfl.gov>; Richard Orth <Richard.Orth@colliercountyfl.gov>; Sally Ashkar <Sally.Ashkar@colliercountyfl.gov>; Sarah Harrington <Sarah.Harrington@colliercountyfl.gov>
Cc: LauraDeJohnVEN <Laura.DeJohn@colliercountyfl.gov>; Katherine Eastley <Katherine.Eastley@colliercountyfl.gov>
Subject: Zoning Pre-App RESEARCH for 5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA

Good afternoon all,

Please see the attached Pre-App Research for **Companion** petitions; **5396 Myrtle Ln (PUDZ)-PL20230016212 and GMPA – PL20230016211.**

The Pre-App meeting is **Tuesday 12/19/23 at 1:30pm via ZOOM**.

See attached link below:

Zoom Invite:
Topic: Pre-App Meeting PL20230016212/PL20230016211- 5396 Myrtle Lane GMPA & PUDZ
Time: Dec 19, 2023, 01:30 PM Eastern Time (US and Canada)

Join Zoom Meeting:

https://us02web.zoom.us/j/81962592721?pwd=V2czdUtZUGgzWUllQm5YbmwzZG1PZz09

Page 3.C.2

Environmental PUDZ-PUDA Checklist (non-RFMU)
Project Name 5396 MYRTLE LN (PUDA) + (GMPA)

1. Is the project is in compliance with the overlays, districts and/or zoning on the subject site and/or the surrounding properties? (CON, ST, PUD, RLSA, RFMU, etc.) (LDC 2.03.05-2.03.08; 4.08.00) Not in CV Library

2. Submit a current aerial photograph (available from the Property Appraiser's office) and clearly delineate the subject site boundary lines. If the site is vegetated, provide FLUCFCS overlay and vegetation inventory identifying upland, wetland and exotic vegetation (Admin. Code Ch. 3 G.1. Application Contents #24). FLUCFCS Overlay -P627

3. Clearly identify the location of all preserves and label each as "Preserve" on all plans. (LDC 3.05.07.H.1). Preserve Label- P546

4. Provide calculations on site plan showing the appropriate acreage of native vegetation to be retained, the max. amount and ratios permitted to be created on-site or mitigated off-site. Exclude vegetation located within utility and drainage easements from the preserve calculations (LDC 3.05.07.B-D; 3.05.07.F; 3.05.07.H.1.d-e). Preserve Calculation - P547

5. Created and retained preserve areas shall meet the minimum width requirements per LDC 3.05.07.H.1.b. Preserve Width - P603

6. Retained preservation areas shall be selected based on the criteria defined in LDC 3.05.07.A.3, include all 3 strata, be in the largest contiguous area possible and shall be interconnected within the site and to adjoining off-site preservation areas or wildlife corridors. (LDC 3.05.07.A.1-4) Preserve Selection- P550

7. Principle structures shall be located a minimum of 25' from the boundary of the preserve boundary. No accessory structures and other site alterations, fill placement, grading, plant alteration or removal, or similar activity shall be permitted within 10' of the boundary unless it can be shown that it will not affect the integrity of the preserve (i.e. stem wall or berm around wetland preserve). Provide cross-sections for each preserve boundary identifying all site alterations within 25'. (LDC 3.05.07.H.3; 6.01.02.C.) Preserve Setback – New

8. Wildlife survey required for sites where an EIS is not required, when so warranted. (LDC 10.02.02.A.2.f) Listed Species - P522

9. Provide Environmental Data identifying author credentials, consistency determination with the GMPs, off-site preserves, seasonal and historic high water levels, and analysis of water quality. For land previously used for farm fields or golf course, provide soil sampling/groundwater monitoring reports identifying any site contamination. (LDC 3.08.00) Environmental Data Required – P 522

10. PUD Document and Master Plan shall state the minimum acreage required to be preserved. (LDC 10.02.13.A.2) Master Plan Contents-P626

11. If the PUD includes a Preserve Tract section UP FOR DISCUSSION – DISCUSS WITH CAO

    When listing preserve uses, the following is suggested:
    A. Principal Use: Preserve; B. Accessory Uses: All other uses (list as applicable or refer to the LDC – see 1-3 below as typical uses listed by agents)
    (ensure the text states "subject to LDC section related to Allowable uses within County required preserves"

    Alternate format:
    A. Uses subject to LDC section *Allowable uses within County required preserves*:
        1. Nature trails that do not reduce the amount of required preserve.
        2. Passive Recreation uses, as per LDC requirements.
        3. Stormwater only when in accordance with the LDC.

PUD Commitments and Site Plan notes

Where preserves occur adjacent to development off site and will be used in lieu of landscape buffers, include the following condition in the environmental commitments section of the PUD document or master plan:

> Preserves may be used to satisfy the landscape buffer requirements after exotic vegetation removal in accordance with LDC sections 4.06.02 and 4.06.05.E.1. Supplemental plantings with native plant materials shall be in accordance with LDC section 3.05.07.

12. PUD Document shall identify any listed species found on site and/or describe any unique vegetative features that will be preserved on the site. (LDC 10.02.13.A.2.) Unique Features- P628
    Example: A management plan for the entire project shall be submitted in accordance with the requirements and procedures of the LDC for listed species including but not limited to Black Bear, Gopher Tortoise and listed birds. The management plan shall be submitted prior to development of the first phase of the project.

13. Review cross-sections if provided; they are not required with the PUD. However, sometimes they are provided. Is there any fill proposed in the preserve?

Additional Comments:

Environmental Data Checklist

Project Name 5396 Myrtle Ln (PUD2) & (CMPA)

The Environmental Data requirements can be found in LDC Section 3.08.00

1. Provide the EIS fee if PUD or CU.

2. WHO AND WHAT COMPANY PREPARED THE ENVIRONMENTAL DATA REPORT? Preparation of Environmental Data. Environmental Data Submittal Requirements shall be prepared by an individual with academic credentials and experience in the area of environmental sciences or natural resource management. Academic credentials and experience shall be a bachelor's or higher degree in one of the biological sciences with at least two years of ecological or biological professional experience in the State of Florida. **Please include revision dates on resubmittals.**

3. Identify on a current aerial, the location and acreage of all SFWMD jurisdictional wetlands according to the Florida Land Use Cover and Forms Classification System (FLUCFCS) and include this information on the SDP or final plat construction plans. Wetlands must be verified by the South Florida Water Management District (SFWMD) or Florida Department of Environmental Protection (DEP) prior to SDP or final plat construction plans approval. For sites in the **RFMU district,** provide an assessment in accordance with 3.05.07 F and identify on the FLUCFCS map the location of all high quality wetlands (wetlands having functionality scores of at least 0.65 WRAP or 0.7 UMAM) and their location within the proposed development plan. Sites with high quality wetlands must have their functionality scores verified by the SFWMD or DEP prior to first development order approval. Where functionality scores have not been verified by either the SFWMD or DEP, scores must be reviewed and accepted by County staff, consistent with State regulation.

4. SDP or final plat construction plans with impacts to five (5) or more acres of wetlands shall provide an analysis of potential water quality impacts of the project by evaluating water quality loadings expected from the project (post development conditions considering the proposed land uses and stormwater management controls) compared with water quality loadings of the project area as it exists in its pre-**development** conditions. The analysis shall be performed using methodologies approved by Federal and State water quality agencies, and must demonstrate no increase in nutrients (nitrogen and phosphorous) loadings in the post development scenario.

5. Where treated stormwater is allowed to be directed into preserves, show how the criteria in 3.05.07 H have been met.

6. Where **native vegetation** is retained on site, provide a topographic map to a half foot and, where possible, provide elevations within each of the FLUCFCS Codes identified on site. For SDP or final plat construction plans, include this information on the site plans.

7. Provide a wildlife survey for the nests of bald eagle and for **listed species known to inhabit** biological communities similar to those existing on site. The survey shall be conducted in accordance with the guidelines or recommendations of the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS). Survey times may be reduced or waived where an initial habitat assessment by the environmental consultant indicates that the likelihood of listed species occurrence is low, as determined by the FFWCC and USFWS. Where an initial habitat assessment by the environmental consultant indicates that the likelihood of listed species occurrence is low, the survey time may be reduced or waived by the County Manager or designee, when the project is not reviewed or technical assistance not provided by the FFWCC and USFWS. Additional survey time may be required if listed species are discovered

8. Provide a survey for listed plants identified in 3.04.03

9. Wildlife habitat management and monitoring plans in accordance with 3.04.00 shall be required where listed species are utilizing the site or where wildlife habitat management and monitoring plans are required by the FFWCC or USFWS. These plans shall describe how the project directs incompatible land uses away from listed species and their habitats. Identify the location of listed species nests, burrows, dens, foraging areas, and the

location of any bald eagle nests or nest protection zones on the native vegetation aerial with FLUCFCS overlay for the site. Wildlife habitat management plans shall be included on the SDP or final plat construction plans. Bald eagle management plans are required for sites containing bald eagle nests or nest protection zones, copies of which shall be included on the SDP or final plat construction plans.

10. For sites or portions of sites cleared of native vegetation or in agricultural operation, provide documentation that the parcel(s) were issued a permit to be cleared and are in compliance with the 25 year rezone limitation pursuant to section 10.02.06. For sites permitted to be cleared prior to July 2003, provide documentation that the parcel(s) are in compliance with the 10 year rezone limitation previously identified in the GMP. Criteria defining native vegetation and determining the legality, process and criteria for clearing are found in 3.05.05, 3.05.07 and 10.02.06.

11. Identify on a current aerial the acreage, location and community types of all upland and wetland habitats on the project site, according to the Florida Land Use Cover and Forms Classification System (FLUCFCS), and provide a legend for each of the FLUCFCS Codes identified. Aerials and overlay information must be legible at the scale provided. Provide calculations for the acreage of **native vegetation** required to be retained on-site. Include the above referenced calculations and aerials on the SDP or final plat construction plans. In a separate report, demonstrate how the preserve selection criteria pursuant to 3.05.07 have been met. Where applicable, include in this report an aerial showing the project boundaries along with any undeveloped land, preserves, natural flowways or other natural land features, located on abutting properties.

12. Include on a separate site plan, the project boundary and the land use designations and overlays for the RLSA, RFMU, ST and ACSC-ST districts. Include this information on the SDP or final plat construction plans.

13. Where off-site preservation of **native vegetation** is proposed in lieu of on-site, demonstrate that the criteria in section 3.05.07 have been met and provide a note on the SDP or final plat construction plans indicating the type of donation (monetary payment or land donation) identified to satisfy the requirement. Include on the SDP or final plat construction plans, a location map(s) and property identification number(s) of the off-site parcel(s) if off-site donation of land is to occur.

14. Provide the results of any Environmental Assessments and/or Audits of the property, along with a narrative of the measures needed to remediate if required by FDEP.

15. Soil and/or ground water sampling shall be required at the time of first development order submittal for sites that occupy farm fields (crop fields, cattle dipping ponds, chemical mixing areas), golf courses, landfill or junkyards or for sites where **hazardous products** exceeding 250 gallons of liquid or 1,000 pounds of solids were stored or processed or where **hazardous wastes** in excess of 220 pounds per month or 110 gallons at any point in time were generated or stored. The amount of sampling and testing shall be determined by a registered professional with experience in the field of Environmental Site Assessment and shall at a minimum test for organochlorine pesticides (U.S. Environmental Protection Agency (EPA) 8081) and Resource Conservation and Recovery Act (RCRA) 8 metals using Florida Department of Environmental Protection (FDEP) soil sampling Standard Operating Procedure (SOP) FS 3000, in areas suspected of being used for mixing and at discharge point of water management system. Sampling should occur randomly if no points of contamination are obvious. Include a background soil analysis from an undeveloped location hydraulically upgradient of the potentially contaminated site. Soil sampling should occur just below the root zone, about 6 to 12 inches below ground surface or as otherwise agreed upon with the registered professional with experience in the field of Environmental Site Assessment. Include in or with the Environmental Site Assessment, the acceptable State and Federal pollutant levels for the types of contamination found on site and indicate in the Assessment, when the contaminants are over these levels. If this analysis has been done as part of an Environmental Audit then the report shall be submitted. The County shall coordinate with the FDEP where contamination exceeding applicable FDEP standards is identified on site or where an Environmental Audit or Environmental Assessment has been submitted.

16. Shoreline development must provide an analysis demonstrating that the project will remain fully functional for its intended use after a six-inch rise in sea level.

17. Provide justification for deviations from environmental LDC provisions pursuant to GMP CCME Policy 6.1.1 (13), if requested.

18. Where applicable, provide evidence of the issuance of all applicable federal and/or state oil and gas permits for proposed oil and gas activities in Collier County. Include all state permits that comply with the requirements of Chapter 62C-25 through 62C-30, F.A.C., as those rules existed on January 13, 2005.

19. Identify any Wellfield Risk Management Special Treatment Overlay Zones (WRM-ST) within the project area and provide an analysis for how the project design avoids the most intensive land uses within the most sensitive WRM-STs and will comply with the WRM-ST pursuant to 3.06.00. Include the location of the Wellfield Risk Management Special Treatment Overlay Zones on the SDP or final plat construction plans. For land use applications such as standard and PUD rezones and CUs, provide a separate site plan or zoning map with the project boundary and Wellfield Risk Management Special Treatment Overlay Zones identified.

20. Demonstrate that the design of the proposed stormwater management system and analysis of water quality and quantity impacts fully incorporate the requirements of the Watershed Management regulations of 3.07.00.

21. For sites located in the Big Cypress Area of Critical State Concern-Special Treatment overlay district (ACSC-ST), show how the project is consistent with the development standards and regulations in 4.02.14.

22. For multi-slip docking facilities with ten slips or more, and for all marina facilities, show how the project is consistent with 5.05.02. Refer to the Manatee Protection Plan for site specific requirements of the Manatee Protection Plan not included in 5.05.02.

23. For development orders within RFMU sending lands, show how the project is consistent with each of the applicable Objectives and Policies of the Conservation and Coastal Management Element of the GMP.

24. The County Manager or designee may require additional data or information necessary to evaluate the project's compliance with LDC and GMP requirements. (LDC 10.02.02.A.3 f)

    The following to be determined at preapplication meeting:
    (Choose those that apply)

    a. Provide overall description of project with respect to environmental and water management issues.
    b. Explain how project is consistent with each of the applicable objectives and policies in the CCME of the GMP.
    c. Explain how the project meets or exceeds the native vegetation preservation requirement in the CCME and LDC.
    d. Indicate wetlands to be impacted and the effects of the impact to their functions and how the project's design compensates for wetland impacts.
    e. Indicate how the project design minimizes impacts to listed species. Describe the measures that are proposed as mitigation for impacts to listed species.

25. PUD zoning and CU petitions. For PUD rezones and CU petitions, applicants shall collate and package applicable Environmental Data Submittal Requirements into a single Environmental Impact Statement (EIS) document, prior to public hearings and after all applicable staff reviews are complete. Copies of the EIS shall be provided to the County Manager or designee prior to public hearings.

26. Is EAC Review (by CCPC) required?

27. PUD master plan or PPL/SDP site plan notes:

    Where preserves occur adjacent to development off site and will be used in lieu of landscape buffers, include the following condition in the environmental commitments section of the PUD document.

    Preserves may be used to satisfy the landscape buffer requirements after exotic vegetation removal in accordance with LDC sections 4.06.02 and 4.06.05.E.1. Supplemental plantings with native plant materials shall be in accordance with LDC section 3.05.07.

28. Additional comments

29. Stipulations for approval (Conditions)

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Zoning Pre-Application Meeting Sign-In Sheet

PL# 20230016212 ~~(PUDZ)~~ PUDR
20230016211 (GMPA)

Collier County Contact Information:

Name	Review Discipline	Phone	Email
☑ Laura DeJohn	Zoning - Vendor	252-5587	Laura.dejohn@colliercountyfl.gov
☐ John Kelly	Zoning -Planner III	252-5719	john.kelly@colliercountyfl.gov
☐ Richard Henderlong	Zoning -Planner III	252-2464	richard.henderlong@colliercountyfl.gov
☐ Ray Bellows	Zoning & Planning Manager	252-2463	raymond.bellows@colliercountyfl.gov
☐ Mike Bosi	Zoning & Planning Director	252-1061	Michael.Bosi@colliercountyfl.gov
☐ Nancy Gundlach, AICP	Zoning – Planner III	252-2484	nancy.gundlach@colliercountyfl.gov
☐ Eric Ortman	Zoning – Planner III	252-1032	Eric.Ortman@colliercountyfl.gov
☐ Sean Sammon	Zoning – Planner III	252-8422	Sean.sammon@colliercountyfl.gov
☐ Tim Finn, AICP	Zoning - Planner III	252-4312	timothy.finn@colliercountyfl.gov
☐ Sarah (Sam) Kisner	Zoning – Planner II	252-5759	Sarah.kisner@colliercountyfl.gov
☑ Thomas Clarke	Zoning - Operations Analyst	252-2584	thomas.clarke@colliercountyfl.gov
☐ Anthony Stoltz	Utility Planning - Supervisor	252-5835	Anthony.stoltz@colliercountyfl.gov
☐ Drew Cody	Utility Planning – Project Mgr III	252-2917	Drew.cody@colliercountyfl.gov
☐ Brandi Pollard	Utility Impact fees	252-6237	brandi.pollard@colliercountyfl.gov
☐ Shon Fandrich	Utilities-Project Mgt-Supervisor	252-8835	Shon.fandrich@colliercountyfl.gov
☐ Steve Baluch	Transportation Planning	252-2361	stephen.baluch@colliercountyfl.gov
☑ Michael Sawyer	Transportation Planning	252-2926	michael.sawyer@colliercountyfl.gov
☐ Michael Gibbons	Structural/Resident Plan Review	252-2426	michael.gibbons@colliercountyfl.gov
☐ Richard Orth	Stormwater Planning	252-5092	richard.orth@colliercountyfl.gov
☐ Alicia Humphries	Right-Of-Way Permitting	252-2326	alicia.humphries@colliercountyfl.gov
☐ Laurie Beard	PUD Monitoring-Project Mgr II	252-5782	laurie.beard@colliercountyfl.gov
☐ Sean Lintz	North Collier Fire -Batallion Chief	597-9227	slintz@northcollierfire.com
☐ Maggie Acevedo	North Collier Fire	252-2309	macevedo@northcollierfire.com
☐ Daniel Zunzunegui	North Collier Fire	252-2310	Daniel.Zunzunegui@colliercountyfl.gov
☐ Linda Simmons	North Collier Fire	252-2311	Linda.Simmons@colliercountyfl.gov
☐ Shar A.Beddow	Dep. Fire Marshal - Gr Naples Fire	241-1422	sbeddow@gnfire.org
☐ Heidi Ashton Cicko	Managing Asst. County Attorney	252-8773	heidi.ashton@colliercountyfl.gov
☐ Diane Lynch	Management Analyst I	252-4283	diane.lynch@colliercountyfl.gov
☑ Mark Templeton	Landscape Review	252-2475	mark.templeton@colliercountyfl.gov
☐ Gino Santabarbara	Impact Fees – Planner III	252-2925	Gino.santabarbara@colliercountyfl.gov
☐ ThomasMastroberto	Gr. Naples Fire Site Plans Rev. III	252-7348	thomas.mastroberto@colliercountyfl.gov

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☐	Jessica Malloy	GMP-Comp Planning -Planner II	252-5715	sue.faulkner@colliercountyfl.gov
☑	Parker Klopf	GMP–Comp Planning – Planner III	252-2471	Parker.klopf@colliercountyfl.gov
☐	~~Rachel Hansen~~ Stephanie Bauer	GMP–Comp Planning – Planner III	252-~~1142~~	~~Rachel.hansen~~@colliercountyfl.gov
☑	Kathy Eastley	GMP-Comp Planning-Planner III	252-2834	Kathy Eastley@colliercountyfl.gov
☐	James Sabo, AICP	GMP, Comp Planning Manager	252-2708	james.sabo@colliercountyfl.gov
☐	Alexandra Mitchel	Environmental Specialist	252-2907	Alexandra.Mitchel@colliercountyfl.gov
☐	David Roe	Environmental Specialist	252-2915	David.Roe@colliercountyfl.gov
☐	Lauren Murray	Environmental Specialist	252-2306	Lauren.murray@colliercountyfl.gov
☐	Craig Brown	Environmental Review Supervisor	252-2548	craig.brown@colliercountyfl.gov
☐	Vacant	Environmental Review Manager	252-4211	Sarah.Harrington@colliercountyfl.gov
☐	John Houldsworth	Engineering Subdivision	252-5757	john.houldsworth@colliercountyfl.gov
☐	Jocelyn Nageon De Lestang, P.E.	Engineering Stormwater	252-2434	Jocelyn.NageondeLestang@colliercountyfl.gov
☐	Jack McKenna, P.E.	Engineering Services	252-2911	jack.mckenna@colliercountyfl.gov
☐	Matt McLean, P.E.	Division Director - IF, CPP & PM	252-8279	matthew.mclean@colliercountyfl.gov
☐	Cormac Giblin, AICP	Director – Econ. Dev. & Housing	252-2460	Cormac.giblin@colliercountyfl.gov
☐	Jamie Cook	Development Review Director	252-6290	Jaime.cook@colliercountyfl.gov
☐	Christine Willoughby	Development Review - Zoning	252-5748	christine.willoughby@colliercountyfl.gov
☐	Brett Rosenblum-P.E	Dev. Review -Supervisor Proj. Mgt	252-2905	brett.rosenblum@colliercountyfl.gov
☑	Michele Mosca, AICP	Community Develop. – Planner III	252-2466	michele.mosca@colliercountyfl.gov
☐	Connie Thomas	Client Services Supervisor	252-6369	Consuela.thomas@colliercountyfl.gov
☐	Renald Paul	Client Services	252-2443	Renald.paul@colliercountyfl.gov
☐	Lisa Blacklidge	Building Review	252-2758	Lisa.blacklidge@colliercountyfl.gov
☑	Derek Perry	Assistant County Attorney	252-8066	Derek.perry@colliercountyfl.gov
☐	Peter Shawinsky	Architectural Review	252-8523	peter.shawinsky@colliercountyfl.gov

Additional Attendee Contact Information:

Name	Representing	Phone	Email
Wayne Arnold	Grady Minor	284-947-1144	
Sharon Umpenhour	"	"	Sumpenhour@GradyMinor.com
Rick Yovanovich	CYK Law		
Norm Trobaugh			
Jenny Stanley			
Mike D			

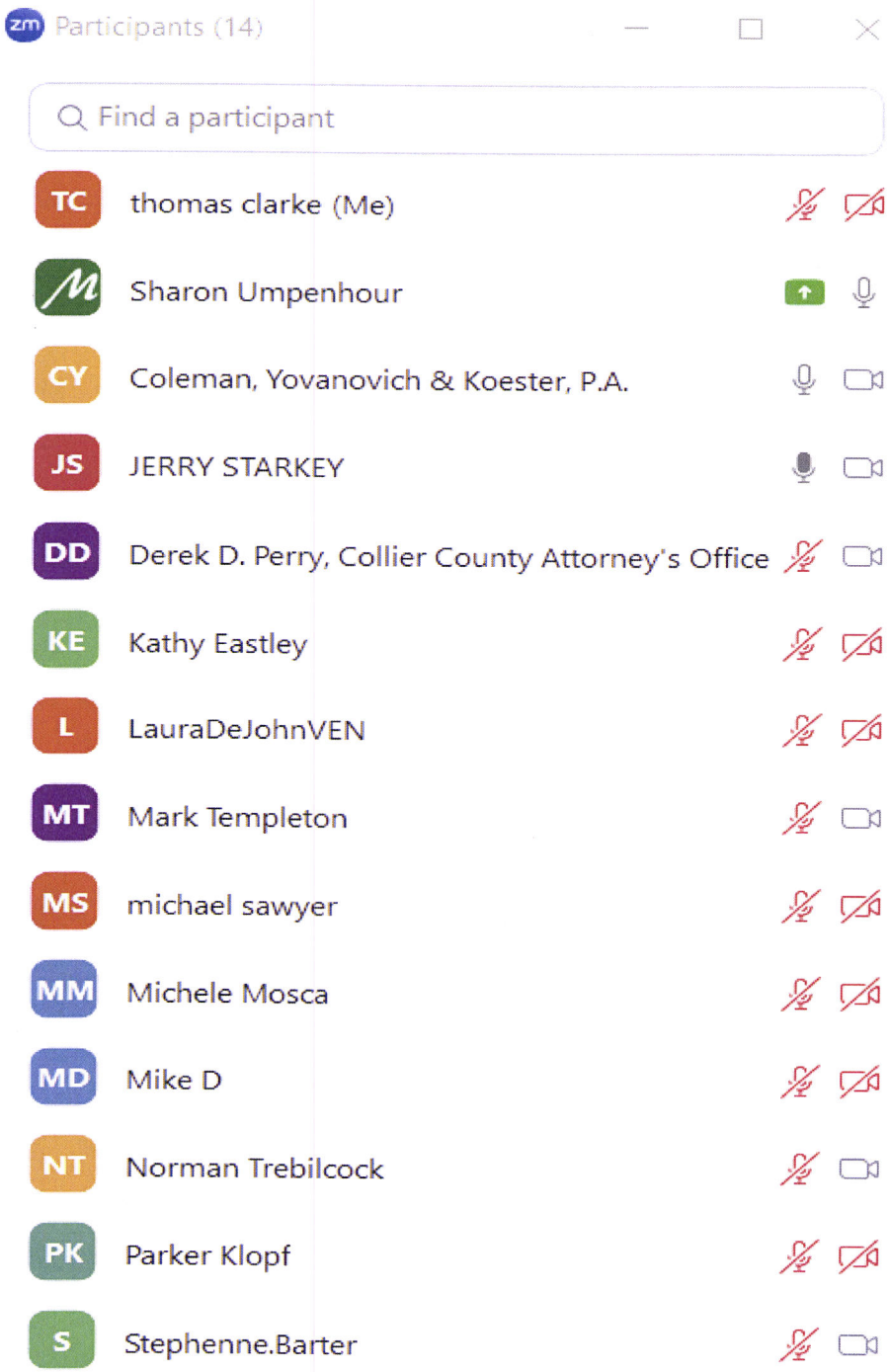
PUDR

5396 Myrtle LN (~~PUDA~~) - PL20230016212 - Planner: Laura DeJohn

COMPANION: Zoom mtg 12/19/2023 at 1:30pm

5396 Myrtle LN (GMPA) - PL20230016211 - Planner: Parker Klopf

Zoom Attendance: Applicant: Sharon Umpenhour, Agent: D.Wayne Arnold -Grady Minor



Applicant/Agent may also send site plans or conceptual plans for review in advance if desired.

PL20230016212 - 5396 Myrtle Ln (PUDZ) - Planner: Laura DeJohn

COMPANION

PL20230016211 - 5396 Myrtle Ln (GMPA) - Planner: Kathy Eastley

Assigned Ops Staff: Thomas Clarke

STAFF FORM FOR SUPPLEMENTAL PRE-APPLICATION MEETING INFORMATION

- **Name and Number of who submitted pre-app request**

  Sharon Umpenhour – GradyMinor
  239-947-1144
  sumpenhour@gradyminor.com

- **Agent to list for PL#**

  D. Wayne Arnold AICP - GradyMinor

- **Owner of property (all owners for all parcels)**

  KC Naples Tamiami LLC

- **Confirm Purpose of Pre-App:**

  PUD Rezone(PUDZ) with Companion Growth Management Plan Amendment(GMPA)

- **Please list the density request of the project if applicable and number of homes/units/offices/docks (any that apply**

  N/A

- **Details about Project:**

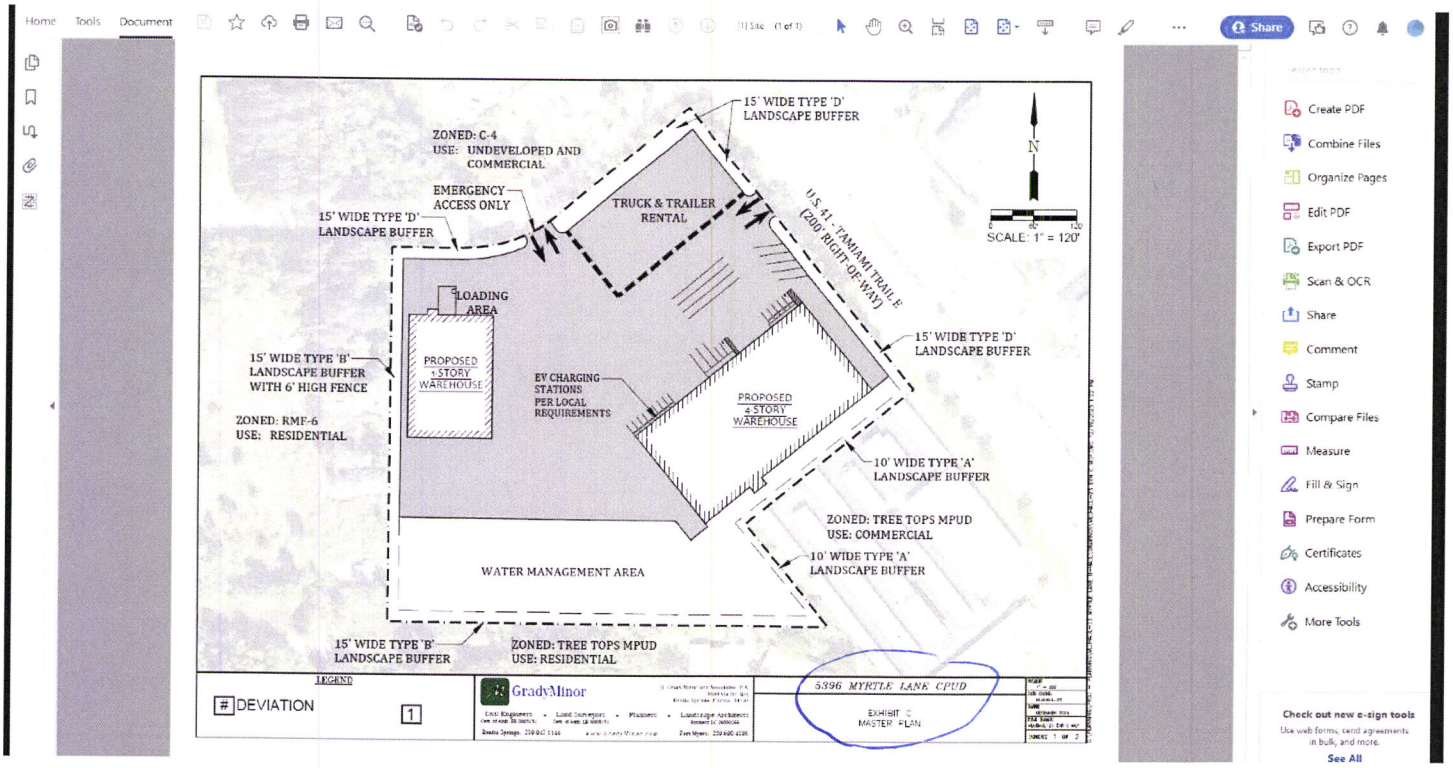
  PUD Rezone & Small-Scale Plan Amendment to allow 161,000 square feet of warehouse/storage space and certain C-4 uses related to vehicular rentals.

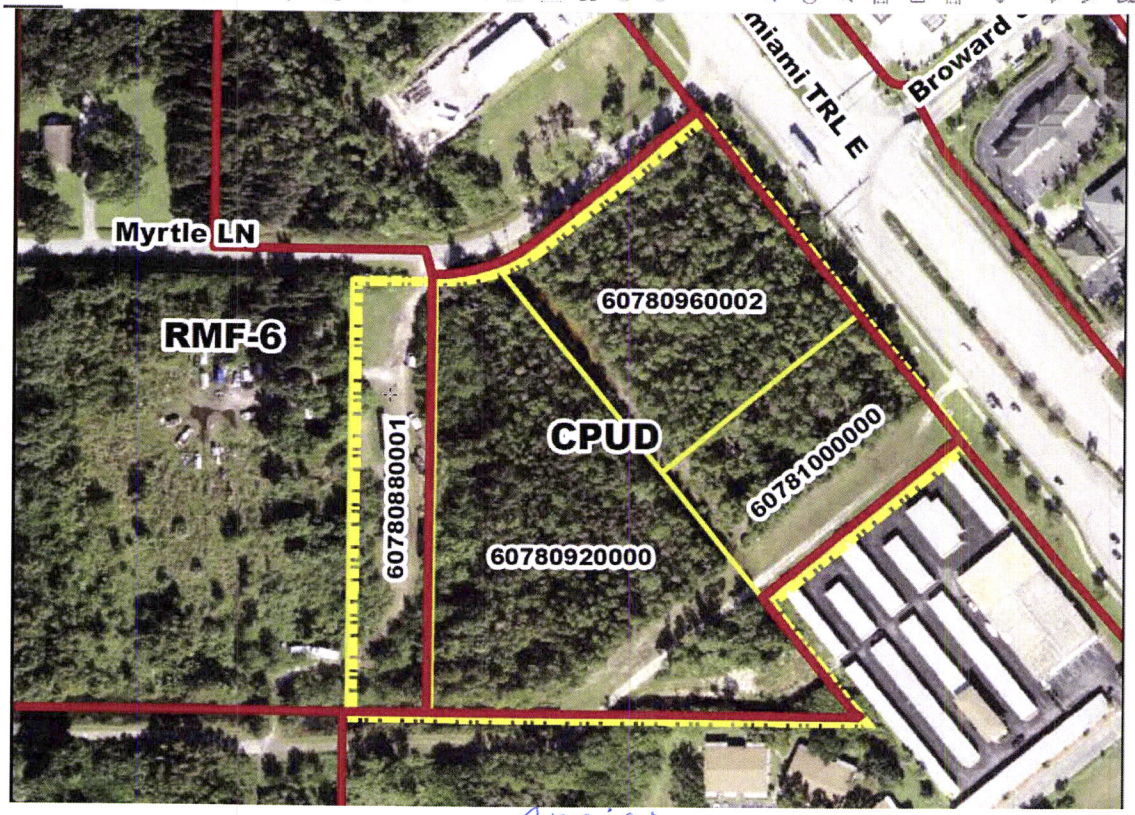
REQUIRED Supplemental Information provided by:
Name:
Title:
Email:
Phone:

Cancellation/Reschedule Requests: Contact Connie Thomas- Supervisor – Permitting
Consuela.thomas@colliercountyfl.gov - Phone: 239-252-2473

Created April 5, 2017

Location: K:\CDES Planning Services\Current\Zoning Staff Information


15' WIDE TYPE 'D' LANDSCAPE BUFFER
ZONED: C-4
USE: UNDEVELOPED AND COMMERCIAL
EMERGENCY ACCESS ONLY
15' WIDE TYPE 'D' LANDSCAPE BUFFER
TRUCK & TRAILER RENTAL
U.S. 41 - TAMIAMI TRAIL E (200' RIGHT-OF-WAY)
N
SCALE: 1" = 120'
LOADING AREA
PROPOSED 1-STORY WAREHOUSE
15' WIDE TYPE 'B' LANDSCAPE BUFFER WITH 6' HIGH FENCE
ZONED: RMF-6
USE: RESIDENTIAL
EV CHARGING STATIONS PER LOCAL REQUIREMENTS
PROPOSED 4 STORY WAREHOUSE
15' WIDE TYPE 'D' LANDSCAPE BUFFER
10' WIDE TYPE 'A' LANDSCAPE BUFFER
ZONED: TREE TOPS MPUD
USE: COMMERCIAL
10' WIDE TYPE 'A' LANDSCAPE BUFFER
WATER MANAGEMENT AREA
15' WIDE TYPE 'B' LANDSCAPE BUFFER
ZONED: TREE TOPS MPUD
USE: RESIDENTIAL
LEGEND
DEVIATION
1
GradyMinor
5396 MYRTLE LANE CPUD
EXHIBIT C
MASTER PLAN


Myrtle LN
RMF-6
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CPUD
60780960002
60781000000
60780920000
Broward
miami TRL E

AERIAL

Collier County

Final Submittal Requirement Checklist for:

- ☐ **PUD Rezone- Ch. 3 G.1 of the Administrative Code**
- ☐ **Amendment to PUD- Ch. 3 G.2 of the Administrative Code**
- ☐ **PUD to PUD Rezone- Ch. 3 G.1 of the Administrative Code**

The following submittal requirement checklist is to be utilized during the Pre-Application Meeting and at time of application submittal. At final submittal, the checklist is to be completed and submitted with an up-to-date application. Please upload the submittal items with cover sheets attached to each section via the **GMD Portal**. Incomplete submittals will not be accepted, or processed. **View sample PUD document**.

REQUIREMENTS	REQUIRED	NOT REQUIRED
Cover Letter with narrative statement including a detailed description of why amendment is necessary	☑	☐
Completed application with required attachments (download latest version)	✓	
Pre-application meeting notes	✓	
Affidavit of Authorization, signed and notarized	✓	
Property Ownership Disclosure Form	✓	
Notarized and completed Covenant of Unified Control	✓	
Completed Addressing Checklist	✓	
Warranty Deed(s)		
List identifying owner and all parties of corporation	✓	
Signed and sealed Boundary Survey	✓	
Architectural rendering of proposed structures		✓
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial.	☑	☐
Statement of utility provisions	✓	
Environmental data requirements pursuant to LDC section 3.08.00	✓	
Environmental Data Requirements collated into a single Environmental Impact Statement (EIS) packet at time of public hearings. Coordinate with project planner at time of public hearings.	☑	☐
Listed or protected species survey, less than 12 months old. Include copies of previous surveys.	☑	☐
Traffic Impact Study (TIS) See PreAPP Notes	✓	
Historical Survey — APPLY FOR HABP WAiver	—	
School Impact Analysis Application, if applicable		✓
Electronic copy of all required documents	✓	
Completed Exhibits A-F (see below for additional information)+	✓	
List of requested deviations from the LDC with justification for each (this document is separate from Exhibit E)	☑	☐

***Checklist continues on next page**

Collier County

Revised Conceptual Master Site Plan 24" x 36"and one (1) 8 ½" x 11" copy	✓	
Original PUD document/ordinance, and Master Plan 24" x 36" – Only if Amending the PUD	✓	
Revised PUD document with changes crossed thru & underlined	✓	
Copy of Official Interpretation and/or Zoning Verification		

+The following exhibits are to be completed on a separate document and attached to the application packet:

- **Exhibit A: List of Permitted Uses**
- **Exhibit B: Development Standards**
- **Exhibit C: Master Plan- See Chapter 3 G.1 of the Administrative Code**
- **Exhibit D: Legal Description**
- **Exhibit E: List of Requested LDC Deviations and justification for each**
- **Exhibit F: List of Development Commitments**

If located in RFMU (Rural Fringe Mixed Use) Receiving Land Areas
Pursuant to LDC subsection 2.03.08.A.2.a.2.(b.)i.c., the applicant must contact the Florida Forest Service at **239-690-3500** for information regarding "Wildfire Mitigation & Prevention Plan."

PLANNERS – INDICATE IF THE PETITION NEEDS TO BE ROUTED TO THE FOLLOWING REVIEWERS:

☐	School District (Residential Components)	☐	Conservancy of SWFL
X	Utilities Engineering - Drew Copy		Parks and RecreationDirector
	Emergency Management		Immokalee Water/Sewer District
	City of Naples Planning Director	X	Other: Stormwater - Jocelyn Nagoon De Lestang
	City of Naples Utilities		Other:

FEE REQUIREMENTS

- ☑ **Fire Pre-Application Meeting:** $150.00 (Applied as credit towards fire review fee upon submittal of application if within 9 months of the pre-app meeting date)
- ☑ **Pre-Application Meeting:** $500.00
- ☑ **PUD Rezone:** $10,000.00* plus $25.00 an acre or fraction of an acre
- ☐ **PUD to PUD Rezone:** $8,000.00* plus $25.00 an acre or fraction of an acre
- ☐ **PUD Amendment:** $6,000.00* plus $25.00 an acre or fraction of an acre **Comprehensive Planning**
- ☑ **Consistency Review:** $2,250.00
- ☑ **Environmental Data Requirements-EIS Packet (submittal determined at pre-application meeting):** $2,500.00
- ☑ **Listed or Protected Species Review (when an EIS is not required):** ~~$1,000.00~~
- ☑ **Transportation Review Fees**:
  - Methodology Review: $500.00 (Methodology by Email to Staff)
    *Additional fees to be determined at Methodology Meeting.
  - Minor Study Review: $750.00
  - Major Study Review $1,500.00
- ☑ **Fire Planning Review Fee:** ($300 PUDZ, PUDR) ($150 PUDA)

☑ **Estimated Legal Advertising fee:**

- CCPC: $1,125.00
- BCC: $500.00

☑ **If applicable, an additional fee for Property Owner Notifications will be billed to the applicant after Hearing Examiner hearing date.** *(Variable)*

☐ **School Concurrency Fee, if applicable:**

- Mitigation Fees, if application, to be determined by the School District in coordination with the County

All fees are collected at the time of application. Property Notification Letters, if required by The Land Development Code, will be invoiced after the petition is heard by the Board of County Commissioners.

*As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition. *Additional fee for the 5th and subsequent re-submittal will be accessed at 20% of the original fee.*

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Signature of Petitioner or Agent

Date

Printed named of signing party

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20230016211 and PL20230016212

I, Kevin M. Cahill (print name), as Manager (title, if applicable) of KC Naples Tamiami, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Metropolitan Naples, LLC to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature 2/14/2024 **Date**

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [ ] physical presence or [ ] online notarization this 14th day of February, 2024 by (printed name of owner or qualifier) Kevin M. Cahill.

Such person(s) Notary Public must check applicable box:

[✓] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Mary Carol Picot

MARY CAROL PICOT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

CP\08-COA-00115\155
REV 3/4/2020

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20230016211 and PL20230016212

I, Jerry Starkey (print name), as President of Development Partners International, LLC, Manager (title, if applicable) of Metropolitan Naples, LLC (company, if applicable), swear or affirm under oath, that I am the (choose one) owner ☐ applicant ☑ contract purchaser ☐ and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Q. Grady Minor & Associates, P.A. and Coleman, Yovanovich & Koester, P.A. to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature 1/08/24 **Date**

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of ☒ physical presence or ☐ online notarization this 8th day of February, 20 24, by (printed name of owner or qualifier) Jerry Starkey.

Such person(s) Notary Public must check applicable box:

☒ Are personally known to me

☐ Has produced a current drivers license _____

☐ Has produced _____ as identification.

Notary Seal

Notary Signature: _____

JACQUELINE N. SCHOENHALS
MY COMMISSION # HH 426338
EXPIRES: August 6, 2027

CP\08-COA-00115\155
REV 3/4/2020

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
ww.colliercountyfl.gov

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership
N.A.	

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership
KC NAPLES TAMIAMI LLC, 101 N. Wacker Dr., #611, Chicago, IL 60606 Kevin M. Cahill – Manager (100%)	**100**

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership
N.A.	

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership
N.A.	

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership
Metropolitan Naples, LLC, 1500 Fifth Ave. S., Suite 106, Naples, FL 34102 (100%) Development Partners International, LLC, 1415 Panther Ln, Naples, FL 34109 (Ownership Interest) Jerry Starkey, President (50%) Fred Pezeshkan, Vice President (50%) Alexander Pezeshkan, Vice President Thomas MacIvor, Treasurer/ Secretary Thomas MacIvor, Treasurer, 1415 Panther Ln, Naples, FL 34109	100

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address
N.A.

g. Date subject property acquired 2018, 2012

☐ Leased: Term of lease_____years /months

If, Petitioner has option to buy, indicate the following:

Date of option: _____
Date option terminates:_____, or
Anticipated closing date: _____

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
ww.colliercountyfl.gov

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Agent/Owner Signature

April 22, 2024
Date

D. Wayne Arnold, AICP
Agent/Owner Name (please print)

Collier County
Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

COVENANT OF CONTROL

The undersigned do hereby swear or affirm that we are the fee simple titleholders and owners of record of property commonly known as 5396 Myrtle Lane Commercial PUD (Petition Number PL20230016212)

Parcel ID Numbers 60780880001, 60780920000, 60780960002 and 60781000000

(Street address and City, State and Zip Code) and legally described in *Exhibit A* attached hereto.

The property described herein is the subject of an application for Commercial planned unit development (C PUD) zoning. We hereby designate Metropolitan Naples, LLC, legal representative thereof, as the legal representatives of the property and as such, these individuals are authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes, but is not limited to, the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning approval on the site. These representatives will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to Collier County.

The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

1. The property will be developed and used in conformity with the approved master plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned unit development rezoning.
2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by Collier County.
3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned unit development process will constitute a violation of the Land Development Code.
4. All terms and conditions of the planned unit development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned unit development must be consistent with those terms and conditions.
5. So long as this covenant is in force, Collier County can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned unit development, seek equitable relief as necessary to compel compliance. The County will not issue permits, certificates, or licenses to occupy or use any part of the planned unit development and the County may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned unit development.

Signature of Owner
Kevin M. Cahill as Manager of KC Naples Tamiami, LLC
Printed Name of Owner

Signature of Owner
Printed Name of Owner

STATE OF FLORIDA, COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online registration this 14th day of February, 2025, by Kevin M. Cahill who is ☒ personally known to me or ☐ has produced _____ as identification.

MARY CAROL PICOT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

Signature of Notary Public
Mary Carol Picot
Print Name of Notary Public

INSTR 4782354 OR 4871 PG 3081 RECORDED 12/31/2012 4:18 PM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.70 $4,445.00 REC $18.50
CONS $635,000.00

EXHIBIT

A

635,000

This instrument prepared by:

Christopher Staller, Esq.
Broad and Cassel
One Biscayne Tower
2 South Biscayne Boulevard
21st Floor
Miami, Florida 33131

NOT CERTIFIED COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 19 day of December, 2012, by CRE PROPERTIES, INC., a Florida corporation ("**Grantor**"), whose mailing address is 7765 NW 148 Street, Miami Lakes, Florida 33016, in favor of KC NAPLES TAMIAMI, LLC, a Florida limited liability company ("**Grantee**"), whose mailing address is 30 South Wacker Drive, Suite 1710, Chicago, IL 60606.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, certain real property located in Collier County, Florida which is more particularly described as follows ("**Property**"):

> Lots 23, 24, 25, 26, 27 and 28, Block A, MYRTLE COVE ACRES, Unit One, according to the Plat thereof, recorded in Plat Book 3, Page 38, of the Public Records of Collier County, Florida.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except real estate taxes for the year 2013 and subsequent years which are not yet due and payable, assessments and special district levies, zoning and other regulatory laws and ordinances affecting the Property, and easements, reservations, charges, covenants, restrictions, rights of way, and other matters of record (which is not deemed to reimpose same).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

INSTR 5518202 OR 5482 PG 2441 E-RECORDED 3/2/2018 8:46 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.70 $1,085.00 REC $18.50
CONS $155,000.00

EXHIBIT

A

Prepared with no opinion of title by:
Lisa M. Super, P.A.
5659 Strand Court, Suite 108
Naples, FL 34108
Consideration: $155,000.00
File No.: 664S-000565

Return to:
Conroy, Conroy & Durant, PA
2210 Vanderbilt Beach Road, Ste 1201
Naples, FL 34109

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26 day of **February, 2018,** between **Omaida Rives, aka Omalda Rives, a single woman,** whose post office address is **18 Santa Fe Trail, Naples, FL 34113**, grantor, and **KC Naples Tamiami, LLC, A Florida limited liability company**, whose post office address is **30 South Wacker Drive, Suite 1710, Chicago, IL 60606**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Collier County, Florida** to-wit:

Lot 22 of Block "A" in Myrtle Cove Acres (Unit 1), according to the Plat thereof recorded in Plat Book 3 at Page 38, Public Records of Collier County, Florida.

Parcel Identification Number: 60780880001

Also known as: **5396 Myrtle Lane, Naples, FL 34113.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017.**

UNOFFICIAL DOCUMENT

Collier County
Growth Management
Community Development Department

ADDRESSING CHECKLIST

Please complete the following and upload via the CityView Portal with your submittal. Items marked with (*) are required for every application, other items are optional and may not apply to every project.

Forms are valid for 6 months following their submittal; an updated form will be required for a new submittal after that timeframe and any time the properties within the project boundary are modified.

Additional documents may be attached to this form and can include:

- * LOCATION MAP and/or SURVEY showing the proposed project boundary.
- List of additional folio numbers and associated legal descriptions.
- E-mail from Addressing Official for any pre-approved project and/or street names.

LOCATION INFORMATION

***FOLIO (Property ID) Number(s)** of subject property or properties. [Attach list if necessary]

60780880001, 60780920000, 60780960002 and 60781000000

***LEGAL DESCRIPTION** of subject property or properties. [Attach list if necessary]

S29/T50/R26

STREET ADDRESS(ES) where applicable, if already assigned.

5396 Myrtle Lane, 5398 Myrtle Lane

PROJECT INFORMATION

Acceptance of this form does not constitute project and/or street name approval and is subject to further review by the Addressing Official. Pre-Approval may be requested by contacting us at GMD_Addressing@colliercountyfl.gov or 239-252-2482 prior to your submittal.

CURRENT PROJECT NAME

Myrtle Woods PUD

PROPOSED PROJECT NAME

5396 Myrtle Lane CPUD

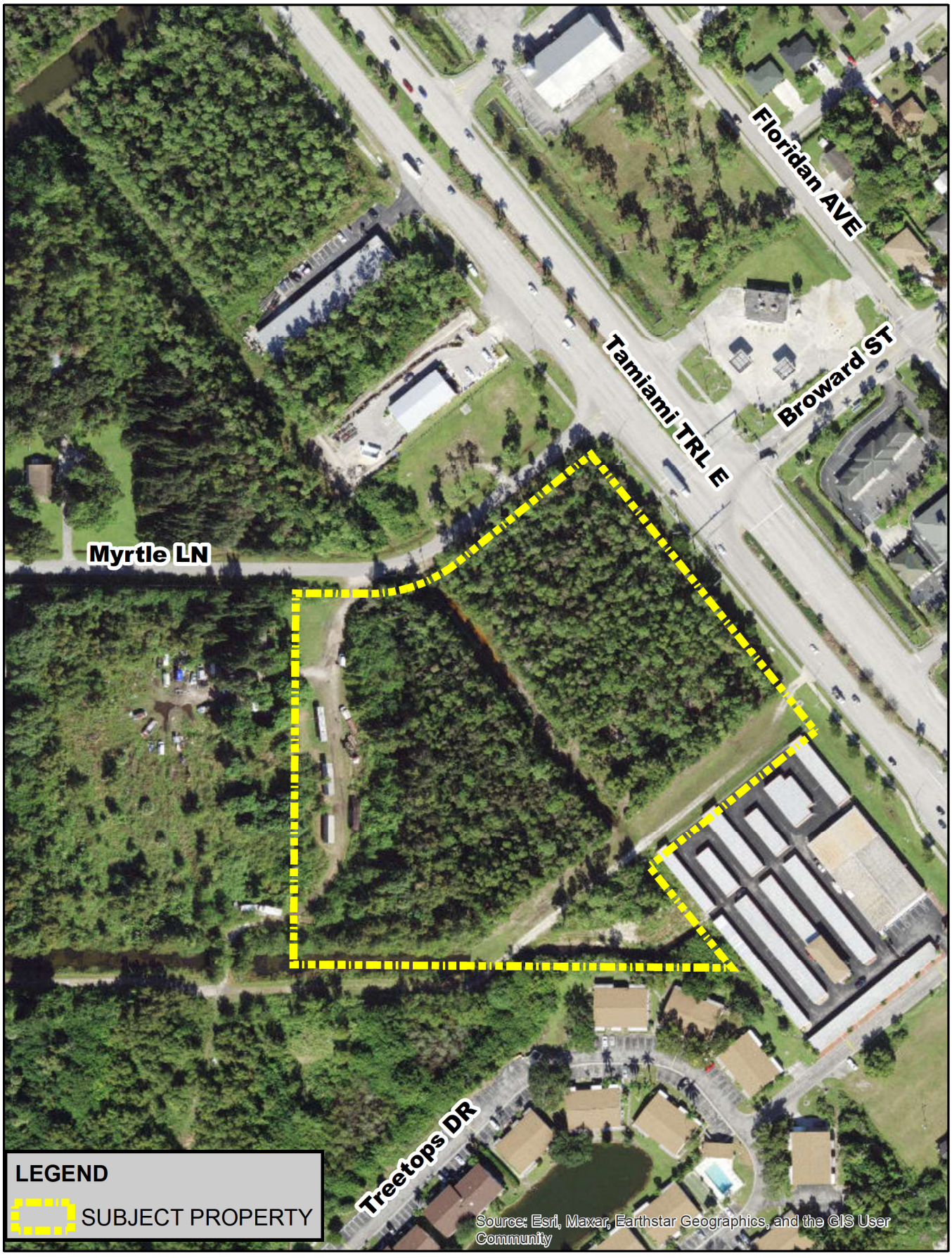
PROPOSED STREET NAME(s)

N.A.

LATEST APPROVED PROJECT NUMBER [e.g., SDP-94-##, PPL-2002-AR-####, PL2017000####]

Operations & Regulatory Management Division ● 2800 North Horseshoe Drive ● Naples, FL 34104 ● 239-252-2400
www.colliercountyfl.gov

5396 Myrtle Lane CPUD
Location Map



GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

210 105 0 210 Feet

INSTR 4782354 OR 4871 PG 3081 RECORDED 12/31/2012 4:18 PM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.70 $4,445.00 REC $18.50
CONS $635,000.00

635,000

This instrument prepared by:

Christopher Staller, Esq.
Broad and Cassel
One Biscayne Tower
2 South Biscayne Boulevard
21st Floor
Miami, Florida 33131

NOT CERTIFIED COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 19 day of December, 2012, by CRE PROPERTIES, INC., a Florida corporation ("**Grantor**"), whose mailing address is 7765 NW 148 Street, Miami Lakes, Florida 33016, in favor of KC NAPLES TAMIAMI, LLC, a Florida limited liability company ("**Grantee**"), whose mailing address is 30 South Wacker Drive, Suite 1710, Chicago, IL 60606.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, certain real property located in Collier County, Florida which is more particularly described as follows ("**Property**"):

> Lots 23, 24, 25, 26, 27 and 28, Block A, MYRTLE COVE ACRES, Unit One, according to the Plat thereof, recorded in Plat Book 3, Page 38, of the Public Records of Collier County, Florida.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except real estate taxes for the year 2013 and subsequent years which are not yet due and payable, assessments and special district levies, zoning and other regulatory laws and ordinances affecting the Property, and easements, reservations, charges, covenants, restrictions, rights of way, and other matters of record (which is not deemed to reimpose same).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

WITNESSES:

Regina Ferrer
Print Name: Regina Ferrer

Print Name: Melissa Del Rey

GRANTOR:

CRE PROPERTIES, INC.,
a Florida corporation

By: Monica Kull
Monica Kull
Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19 day of December, 2012 by Monica Kull, as Vice President of CRE PROPERTIES, INC., a Florida corporation, on behalf of the corporation, who is (✓) is personally known to me or (_) produced as identification.

MELISSA DEL REY
MY COMMISSION # EE 018873
EXPIRES: August 19, 2014
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida
Melissa Del Rey
Print Name
My Commission expires: Aug. 19, 2014
Serial No.: EE 018873
(SEAL)

NOT A CERTIFIED COPY

4830-8154-3186.1
44289.0029

INSTR 5518202 OR 5482 PG 2441 E-RECORDED 3/2/2018 8:46 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.70 $1,085.00 REC $18.50
CONS $155,000.00

Prepared with no opinion of title by:
Lisa M. Super, P.A.
5659 Strand Court, Suite 108
Naples, FL 34108
Consideration: $155,000.00
File No.: 664S-000565

Return to:
Conroy, Conroy & Durant, PA
2210 Vanderbilt Beach Road, Ste 1201
Naples, FL 34109

NOT A CERTIFIED COPY

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26 day of **February, 2018,** between **Omaida Rives, aka Omalda Rives, a single woman,** whose post office address is **18 Santa Fe Trail, Naples, FL 34113**, grantor, and **KC Naples Tamiami, LLC, A Florida limited liability company**, whose post office address is **30 South Wacker Drive, Suite 1710, Chicago, IL 60606**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Collier County, Florida** to-wit:

Lot 22 of Block "A" in Myrtle Cove Acres (Unit 1), according to the Plat thereof recorded in Plat Book 3 at Page 38, Public Records of Collier County, Florida.

Parcel Identification Number: 60780880001

Also known as: **5396 Myrtle Lane, Naples, FL 34113.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017.**

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature
Print Name: Luke Lane

Omaida Rives

Witness Signature
Print Name: Fran Harrington

STATE OF Florida)
)SS
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 26 day of **February, 2018** by **Omaida Rives,** who [ ] is personally known or [✓] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Fran Harrington
My Commission Expires: 7-23-2019

FRAN HARRINGTON
MY COMMISSION #FF902861
EXPIRES: JUL 23, 2019
Bonded through 1st State Insurance

NOT A CERTIFIED COPY

716773

GRANT- OF-EASEMENT

O.R. 930 PG 1019

THIS EASEMENT made this 3rd day of June, 1981 A.D., between WILKINSON-MEFFERT CONSTRUCTION CO., as the first party, and COLLIER COUNTY, a Political Subdivision of the State of Florida, as the second party.

WITNESSETH: That the first party for and in consideration of the sum of $1.00 and other valuable consideration paid by the second party, receipt of which is hereby acknowledged, hereby grants unto the second party a non-exclusive easement, license, and privilege to enter upon and to install and maintain drainage facilities above and below ground on the following described lands being located in Collier County, Florida to-wit:

(SEE LEGAL DESCRIPTION ATTACHED)

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed by its proper officer thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 00.45 JUL 16 '81 P.B. 11419

022443

RECORDED OFFICIAL RECORD BOOK COLLIER COUNTY, FLORIDA JUL 23 11 57 AM '81

RECORDING DEPARTMENT N.B.

Kathleen Passidomo
WITNESS

Charlene Pace
WITNESS

WILKINSON-MEFFERT CONSTRUCTION CO.

By: [signature]
CRAIG L. MEFFERT, President

This document accepted by the BCC 7/21/81
Virginia Magri D.C.

SCHWEIKHARDT & PASSIDOMO, P.A.
COUNSELORS AT LAW
900 SIXTH AVENUE SOUTH
NAPLES, FLORIDA 33940

NOT A CERTIFIED COPY

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared CRAIG L. MEFFERT, the President of WILKINSON-MEFFERT CONSTRUCTION CO., named as first party in the foregoing instrument and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Corporation and that the seal affixed thereto is the true Corporate Seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of June, 1981.

Charlene Pace
NOTARY PUBLIC

(SEAL)

My Commission Expires 12/10/82

NOT CERTIFIED COPY

THIS INSTRUMENT PREPARED BY:

KATHLEEN C. PASSIDOMO
SCHWEIKHARDT & PASSIDOMO, P.A.
900 Sixth Avenue South
Naples, FL 33940
813/262-2227

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

**DESCRIPTION OF PROPOSED EASEMENT ON
PART OF LOT 23 of BLOCK "A" OF
MYRTLE COVE ACRES, COLLIER COUNTY, FLORIDA
(ORDERED BY MR. BRUCE MUMM)**

An easement over and across all that part of Lot 23 of Block "A" of Myrtle Cove Acres, Unit No. 1, according to the plat thereof as recorded in Plat Book 3, page 38, Collier County Public Records, Collier County, Florida, being described as follows:

Beginning at the Southeast corner of said Lot 23;
thence along the South line of said Lot 23,
North 89°-34'-30" West 114.82 feet;
thence North 50°-56'-00" East 88.61 feet to
that point of the Northeasterly line of said
Lot 23 which lies South 39°-04'-00" East 9.90
feet from the most Westerly corner of Lot 30
of said Block "A";
thence along the Northeasterly line of said
Lot 23, South 39°-04'-00" East 73.02 feet to
the Point of Beginning;

being an easement over and across part of Lot 23 of Block "A" of said Myrtle Cove Acres Unit No. 1 (Plat Book 3, page 38), Collier County, Florida;
subject to easements and restrictions of record.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By _____
Carl H. Soll, P.L.S. #1962

Not valid unless embossed with the Professional's Seal.

W.O. 17779

May 13, 1981

Ref: File 4D-34

NOT CERTIFIED COPY

W. R. WILSON, P.E., P.L.S. • R. W. MILLER, P.E. • W. L. BARTON, P.E. • C. H. SOLL, P.L.S. • T. R. PEEK, P.E., P.L.S.
W. M. CHRISTIANSEN, JR., P.L.S. • F. T. BARBER, III, P.E. • J. S. AGNOLI, P.L.S. • C. H. SCHNEIDER, P.E.
1383 AIRPORT ROAD, NORTH • NAPLES, FLORIDA 33942 • TELEPHONE: 775-1124

01311752 1989 SEP -7 PM 3:15 001468 000122

COLLIER COUNTY RECORDED OR BOOK PAGE

East Naples Sewer Project
Page/Line - 9/19, 20 & 41
(Quinby)

REC 13.00
PRM 2.00
DOC 75.90
INT
IND

Cons 13,765

UTILITY EASEMENT

THIS EASEMENT, granted this 22 day of August, 1989, by CLYDE C. QUINBY as GRANTOR, to the COLLIER COUNTY WATER-SEWER DISTRICT, a body corporate and politic with the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, as the Ex-Officio Governing Board, its successors and assigns, as GRANTEE.

WITNESSETH: That the Grantor for and in consideration of the sum of one dollar ($1.00) and other valuable considerations paid by the GRANTEE, receipt of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the GRANTEE, its successors and assigns, a perpetual, nonexclusive easement, license, and privilege to enter upon and to install and maintain utility facilities, including but not limited to water, sewer, and power lines on the following described lands being located in Collier County, Florida, to wit:

See attached Exhibit "A" which is incorporated herein by reference.

Subject to easements, restrictions, and reservations of record.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed the day and year first above written.

WITNESSES:
(2 witnesses for each signature)

Linda Davis

[signature]

Clyde C Quinby
CLYDE C. QUINBY

RETURN TO: REAL PROPERTY MGMT. 8480

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by CLYDE C. QUINBY.

WITNESS my hand and official seal this 22 day of August, 1989.

(NOTARIAL SEAL)

Linda Davis
Notary Public

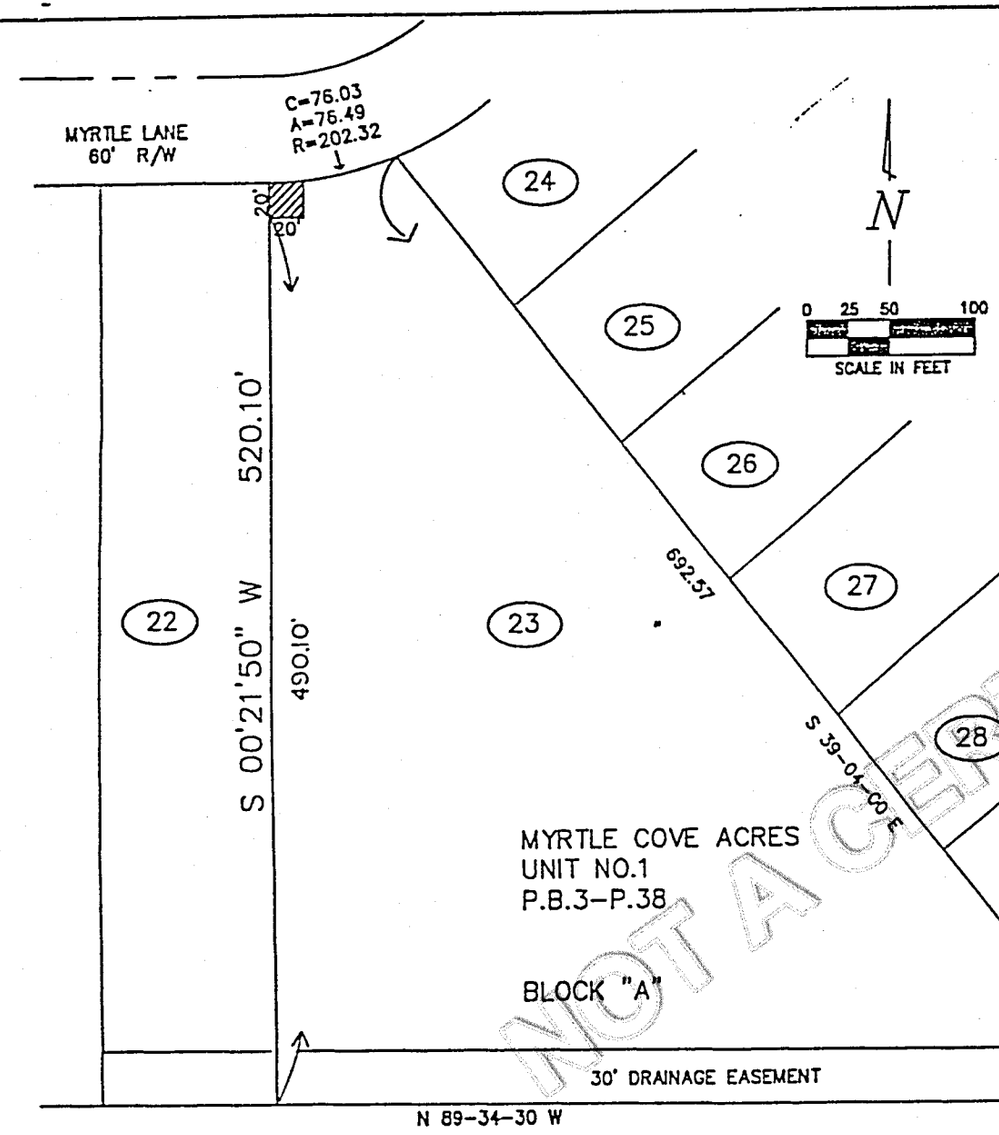
My Commission Expires: 8-14-92

Received $ 75.90 Documentary Stamp Tax
Received $ N/A Class "C" Intangible Personal Property Tax
COLLIER COUNTY CLERK OF COURTS
BY Kellie Henderson D.C

Prepared by:
Kenneth B. Cuyler, Esquire
Office of the County Attorney
3301 East Tamiami Trail
Naples, Florida 33962
(813) 774-8400

NOT A CERTIFIED COPY

EXHIBIT "A"



PROPOSED PUMPSTATION EASEMENT
Legal Description

The West 20 feet of Lot 23, Block A of Myrtle Cove Acres according to the Plat thereof recorded in Plat Book 3, at page 38, Collier County Public Records, Collier County, Florida, said 20 foot strip lying parellel with and measured at right angles to the West line of said Lot 23.
Less the South 490.10 feet of said Lot 23.

Containing 0.009 acres, more or less.

Bearings shown hereon refer to the Plat of Myrtle Cove Acres, Plat Book 3, at page 38, Collier County Public Records, Collier County, Florida.

Subject to easements, reservations and restrictions of record.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors
By
Wilbur M. Christiansen, Jr., P.L.S.
State of Fla. #2765

NOT A CERTIFIED COPY

* NOT A SURVEY *

11-17-88 REVISED EASEMENT LOCATION & DESCRIPTION

REVISION DATE 11-17-88	FILE NO. ENSS 094	*WILSON, MILLER, BARTON, SOLL & PEEK, INC.*	SKETCH OF A LEGAL DESCRIPTION PROPOSED PUMPSTATION EASEMENT P.S.3.P1.02 MYRTLE COVE ACRES UNIT NO.1 P.B.3-P.38 COLLIER COUNTY SEC.29 TWN.50S.26E FLORIDA	PLATE NO. 10
DRAWN BY TMP	DATE 1-14-88	ENGINEERS, PLANNERS & LAND SURVEYORS 1383 AIRPORT ROAD NAPLES, FLORIDA 33942		PAGE/LINE 9/41
PROJECT NO. 5576.2				

OR BOOK 001468 PAGE 00012

EXHIBIT "A" 2 of 2
001468 PAGE 000124
OR BOOK

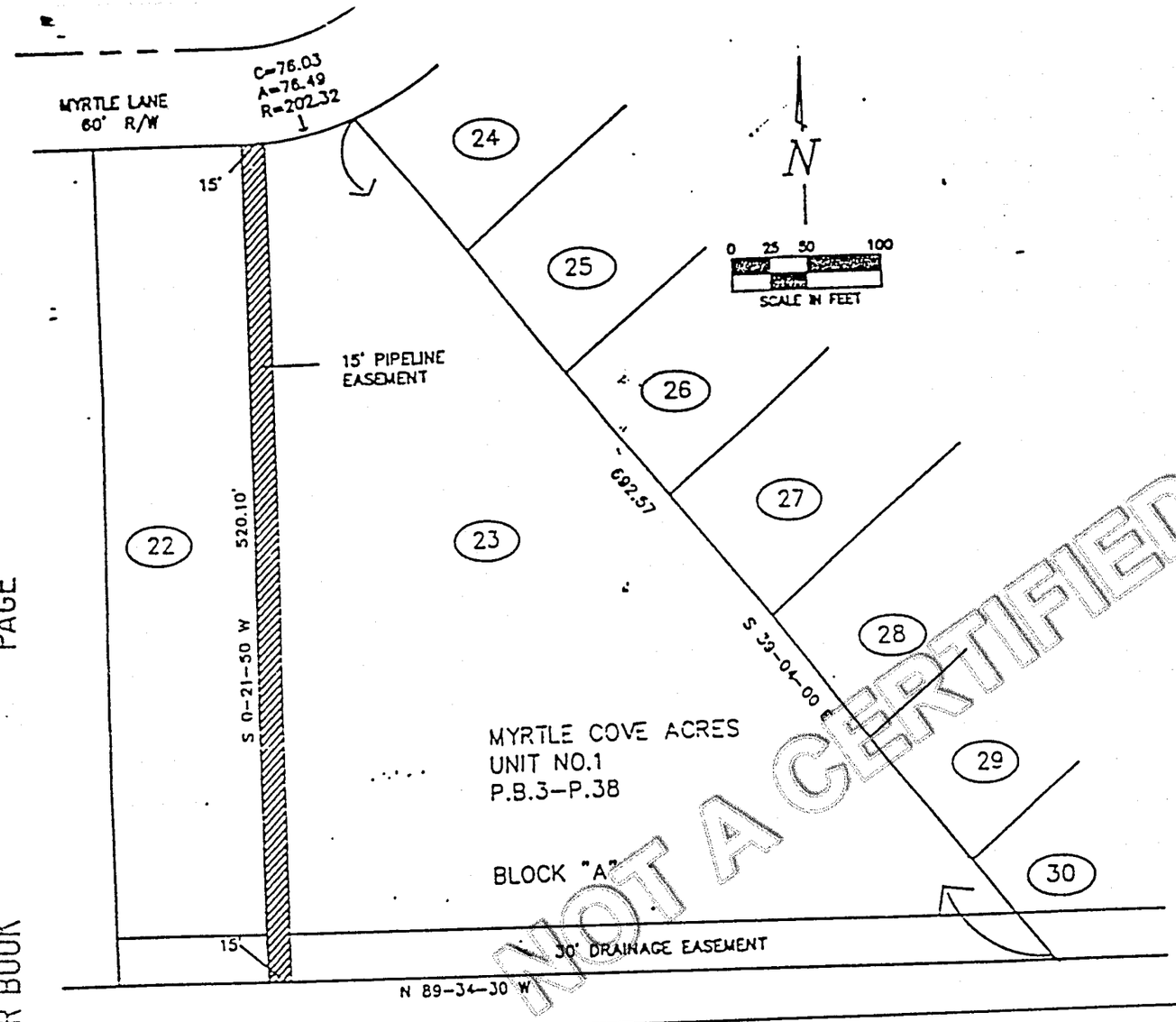


EXHIBIT "A"

PROPOSED PIPELINE EASEMENT
Legal Description

The West 15 feet of Lot 23, Block A of Myrtle Cove Acres according to the Plat thereof recorded in Plat Book 3 at page 38, Collier County Public Records, Collier County, Florida.

Containing 0.18 acres, more or less.

Bearings shown hereon refer to the Plat of Myrtle Cove Acres, Plat Book 3 at page 38, Collier County Public Records, Collier County, Florida.

Subject to easements, reservations and restrictions of record.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY [signature]
Wilbur M. Christiansen, Jr., P.L.S.
State of Fla. #2765

NOT A CERTIFIED COPY

Recorded and Verified in Official Records of COLLIER COUNTY, FLORIDA JAMES C. GILES, CLERK

* NOT A SURVEY *

REVISION DATE	FILE NO. ENSS 096	WILSON, MILLER, BARTON, SOLL & PEEK, INC. ENGINEERS, PLANNERS & LAND SURVEYORS 1383 AIRPORT ROAD NAPLES, FLORIDA 33942	SKETCH OF A LEGAL DESCRIPTION PROPOSED 15' PIPELINE EASEMENT MYRTLE COVE ACRES UNIT NO.1 P.B.3-P.38 SEC.29 TWN.50S.26E COLLIER COUNTY FLORIDA	PLATE NO. 9
DRAWN BY TMP	DATE 1-13-88			PAGE/LINE 9/19
PROJECT NO. 5576.2				

INSTR 4610946 OR 4722 PG 2824 RECORDED 9/28/2011 1:28 PM PAGES 4
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $35.50

Project: LASIP/Outfalls 3 & 4/51101
Parcel Number: 208DUE
Folio Nos:
Portion of 60780920000
Portion of 60781000000

NOT CERTIFIED COPY

DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT ("**Easement**") is made and entered into this 2 day of September, 2011, by **CRE PROPERTIES, INC.,** a Florida corporation, whose mailing address is 7765 NW 148th Street, Miami Lakes, Florida 33016 (hereinafter referred to as "**Grantor**"), to **COLLIER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 3299 Tamiami Trail East, c/o the Office of the County Attorney, Suite 800, Naples, Florida 34112, (hereinafter referred to as "**Grantee**").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns. Grantor and Grantee are used for singular or plural, as the context requires.)

WITNESSETH:

For and in consideration of TEN DOLLARS ($10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby covenant, stipulate and agree as follows:

1. Grantor does hereby convey, grant, bargain and sell unto the Grantee a perpetual, non-exclusive easement over, under, upon and across the lands located in Collier County, Florida and which are more particularly described in Exhibit "A" attached hereto (the "**Easement Area**"), for the purpose of constructing, operating, and maintaining drainage structures and facilities, including but not limited to canals, ditches, swales, earthen berms, rip-rap and retaining wall systems, underground pipes, and various types of water control structures within the Easement Area (collectively, the "**Facilities**"). This Easement includes the right to remove and use any and all excavated material within the Easement Area and to construct and maintain a stabilized roadbed facility capable of providing access for vehicles and equipment over the Easement Area for perpetual maintenance of drainage facilities thereon and adjacent thereto.

2. Grantee shall be solely responsible for all costs related to the installation, operation, maintenance, repair and replacements of the Facilities.

3. Grantor reserves the right and privilege to use the Easement Area in common with the Grantee for all purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof.

4. To the extent allowable by Florida law, and subject to the terms of Section 768.28, Florida Statutes, including all monetary limits listed therein, Grantee hereby agrees to indemnify, defend, save and hold Grantor harmless from and against all damages, expenses, losses, claims, injuries and liabilities arising or resulting from or in connection with the Grantee's negligent use of the easements granted herein, and all claims and actions brought by third parties resulting from or arising in connection with the Grantee's negligent use of the easements granted herein.

This property has been acquired under threat of condemnation and is exempt from documentary stamp tax.

5. This Easement shall not establish any rights in or for the benefit of the general public. The exercise of the rights and privileges granted hereby shall be exercised in a manner which does not unreasonably interfere with or disrupt the normal use, business or occupation of the improvements located or to be located on the adjacent property owned by Grantor and its successors and assigns.

6. Grantee acknowledges and agrees that the easements granted hereunder are subject to assessments and easements, reservations, charges, covenants, restrictions, rights of way and other matters of record, without re-imposing any of the same.

7. Grantee shall have the right to place fencing and gates around the Easement Area and shall have the right to limit access. The easement granted herein shall constitute easements running with the land and shall burden the lands described above.

8. In the event it shall be necessary for either party to this Easement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Easement, the prevailing party in any such suit and any appeals therefrom, shall be entitled to recover from any other party, in addition to any damages or other relief granted as the result of such suit, all costs and expenses of such suit and a reasonable attorneys' fee as set by the court.

9. Grantor and Grantee each hereby represent and warrant that they have the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

10. This Easement shall be governed by and construed in accordance with the Laws of the State of Florida.

11. All sections and descriptive headings in this Easement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

12. This Easement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

13. This Easement shall take effect on the date that this Easement is fully executed by the parties.

14. If any provision of this Easement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Easement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Easement, and the remaining provisions of this Easement shall remain in full force and effect and shall not be affected by such illegal, valid or unenforceable provision or by its severance from this Easement. This Easement shall not be construed more strongly against either party as the parties have negotiated the terms of this Easement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES APPEAR ON NEXT PAGE

DOCUMENT NOT OFFICIALLY RECORDED

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Print Name: Joanna Martinez

Print Name: Anais Sánchez

CRE PROPERTIES, INC., a Florida corporation

By: Monica Kull
Monica Kull
Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Drainage and Utility Easement was acknowledged before me this 2 day of September 2011, by Monica Kull, as Vice President of CRE Properties, Inc., a Florida corporation, on behalf of the corporation, who is (✓) is personally known to me or (_) produced as identification.

(affix notarial seal)

(Signature of Notary Public)

(Print Name of Notary Public)

Serial / Commission # (if any):_____
My Commission Expires: _____

Notary Public State of Florida
Joanna S Martinez
My Commission DD725364
Expires 10/28/2011

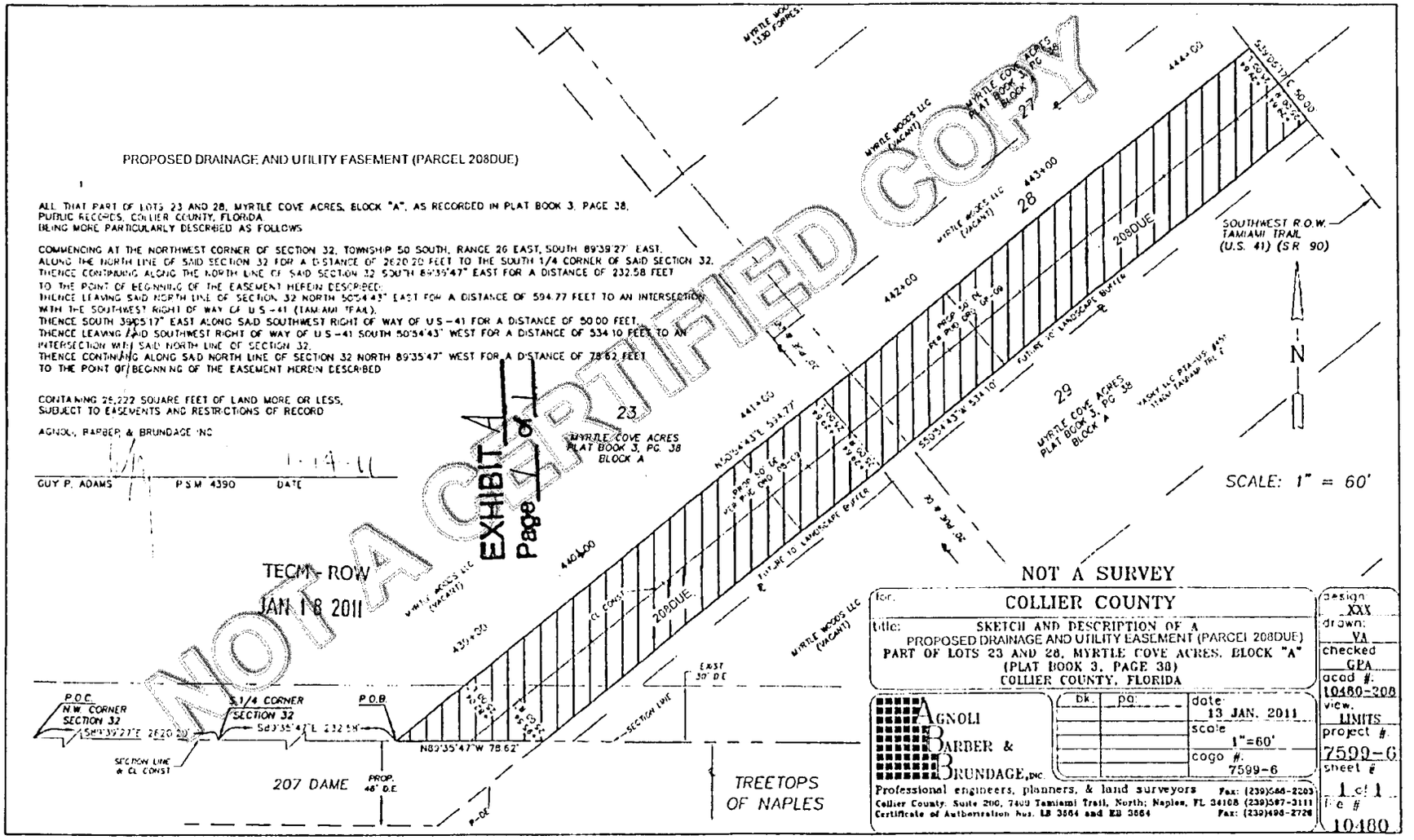
Approved as to form and
Legal sufficiency:

Assistant County Attorney
JEFF E. WRIGHT

THIS CONVEYANCE ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY, FLORIDA, PURSUANT TO THE PROVISIONS OF RESOLUTION NO. 2010-39

NOT A CERTIFIED COPY

*** OR 4722 PG 2827 ***



UNIT No. 1
MYRTLE COVE ACRES

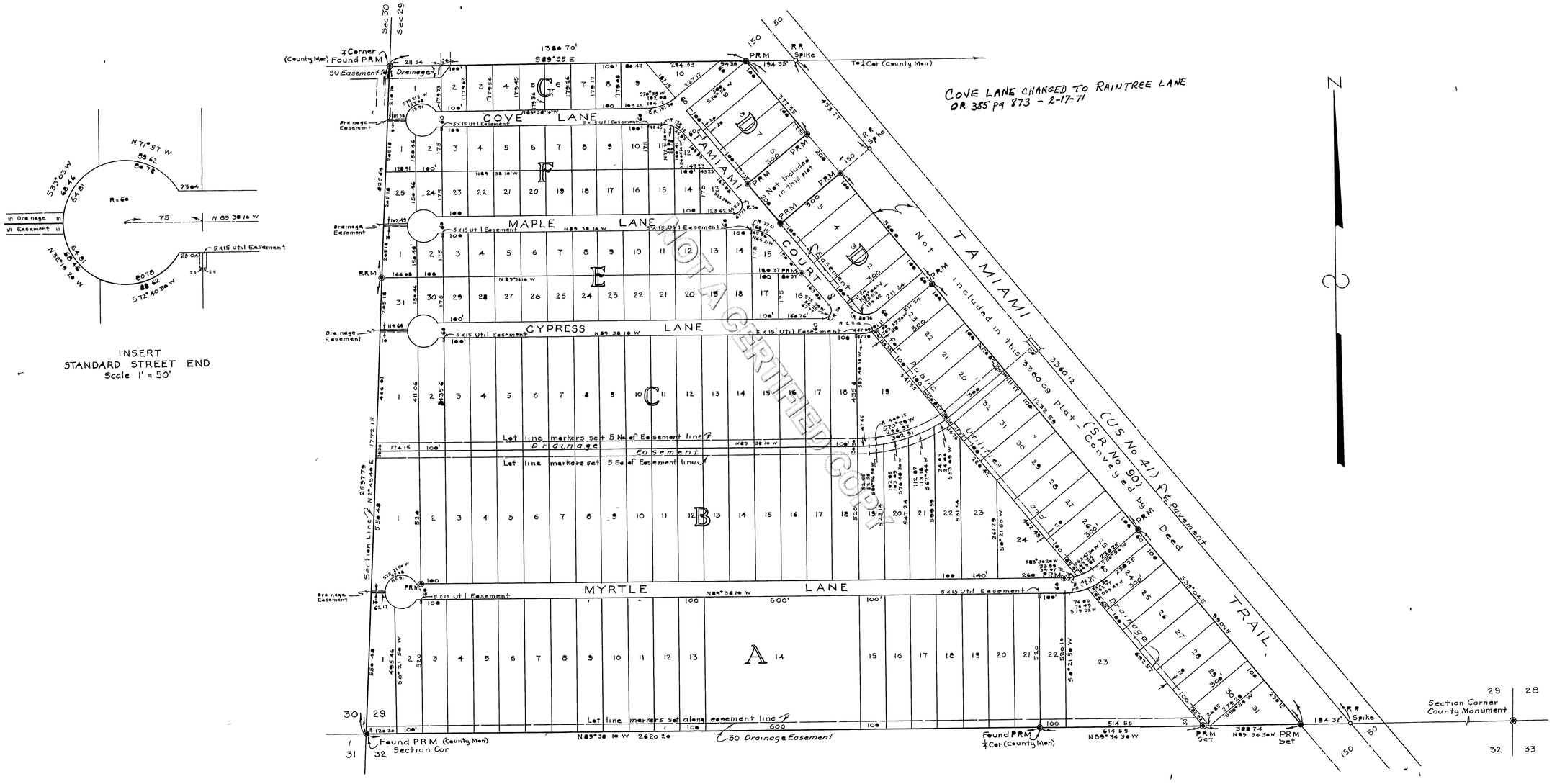
A SUBDIVISION OF
PART OF S½ OF SECTION 29, T.50S, R.26E WEST OF TAMIAMI TRAIL
COLLIER COUNTY, FLORIDA

Scale 1" = 200' July, 1955

Cove Lane, Myrtle Cove Acres, Unit #1 changed to Raintree Lane, approved bu Board of County Commissioners, Minute Book 17, page 84, on February 2, 1971 and duly recorded in OR Book 385, page 873 on February 17, 1971

Margaret T Scott, Clerk

By [signature] Deputy Clerk



INSERT
STANDARD STREET END
Scale 1" = 50'

NOTE

PRM's are 4x4x24 Concrete Monuments, or 4x4x60 Concrete Posts
Both chord and arc distances are shown on curved lines with bearings to chords
Bearings are calculated from an assumed bearing of N 39°04' W on ℄ of paving of Tamiami Trail
All lot lines marked with Steel pins unless monuments indicated

I hereby certify that this plat of MYRTLE COVE ACRES, UNIT No 1 is a true and correct representation of a recent survey made and platted under my direction and that permanent reference monuments (PRM's) have been set in accordance with the provisions of Section 7, Chapter 10275 Laws of Florida, Acts of 1925

Carl E. Johnson
Reg Land Surveyor
Fla Certificate No 351

CARL E. JOHNSON CERTIFICATE NO 351 STATE OF FLORIDA REGISTERED LAND SURVEYOR

DESCRIPTION

All that part of the south half (S½) of Section 29, T 50S, R26E lying south and west of the Tamiami Trail (State Road No 90) except that parcel marked Not Included in this Plat previously conveyed to Griffin by deed recorded in Deed Book 40 at Page 158 of the public records of Collier County

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Myrtle Cove, Inc a corporation under the laws of Florida, the owner of the here on described lands has caused this plat of UNIT No 1 MYRTLE COVE ACRES to be made and does hereby dedicate to the perpetual use of the public all streets, roads, lanes and/or courts shown hereon

IN WITNESS WHEREOF Myrtle Cove Inc has caused this dedication to be signed in its name by its vice-president and its corporate seal to be affixed, attested by its secretary this 5th day of July, A D 1955

MYRTLE COVE, INC

By Robert L Walker
Vice President

Attest James L Walker
Secretary

MYRTLE COVE, INC. INCORPORATED 1954 FLORIDA

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me personally appeared Robert L Walker and James L Walker, respectively Vice president and Secretary of Myrtle Cove, Inc, a corporation under the laws of Florida, to me known to be the persons described in and who executed the foregoing dedication and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation and that said dedication is the act and deed of said corporation

WITNESS my hand and official seal at Naples, said County and State, this 5th day of July, A D 1955

Lucile L Norfleet
Notary Public, State of Florida at large
My Commission expires May 11 1959

LUCILE L. NORFLEET NOTARY PUBLIC STATE OF FLORIDA

APPROVALS

This Plat approved this 5th day of July, A D 1955 in open meeting of the Board of County Commissioners of Collier County, Florida

Approved J. M. Davidson
Chairman

Ed Scott
Clerk

I HEREBY CERTIFY that this plat of UNIT No 1 MYRTLE COVE ACRES has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, Laws of Florida, Acts of 1925

I FURTHER CERTIFY that said plat was filed for record at 2:30 PM this 19 day of July, A D 1955 and duly recorded in Plat Book 3, on Page 38 of the public records of Collier County, Florida

Ed Scott
Clerk of Circuit Court in and for Collier County, Fla.
By Inez Magill

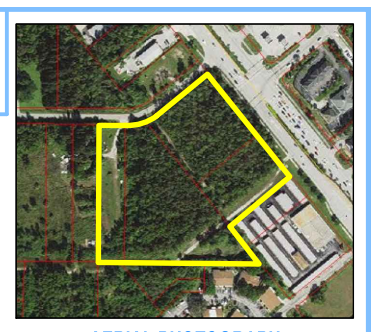
PAGE 1 OF 1

TYPE OF SURVEY:

☐ BOUNDARY ■ CONSTRUCTION ☐ CONDOMINIUM
☐ ALTA/NSPS ■ TOPOGRAPHIC ☐ SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

REZONING



AERIAL PHOTOGRAPH
(MAY NOT SHOW LATEST IMPROVEMENTS)
(NOT-TO-SCALE)

SCALE:1"=100'

BEARING REFERENCE:
CENTER LINE OF MYRTLE LANE AS N 89°38'10" W
ALL BEARINGS SHOWN HEREON REFERENCED THERETO.

LINE TABLE		
	BEARING	DISTANCE
L1	S89° 38' 10"E	100.00'
L2	N50° 56' 00"E	238.25'

CURVE TABLE				CHORD LENGTH	CHORD BEARING
	LENGTH	RADIUS	DELTA		
C1	139.18'	202.32'	39°25'45"	136.49'	N70°38'52"E
C2	62.75'	202.32'	17°46'13"	62.50'	N59°49'00"E
C3	76.49'	202.32'	21°39'41"	76.03'	N79°32'00"E

CERTIFIED TO
GUNSTER, YOAKLEY & STEWART, P.C.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
METROPOLITAN NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

MYRTLE LANE
20.9' ASPHALT ROADWAY
60' RIGHT-OF-WAY

TAMIAMI TRAIL E / US HWY 41 (FIELD)
TAMIAMI TRAIL E / SR No 90 / US No 41 (PLAT)
200' RIGHT-OF-WAY

BLOCK CORNER FOUND 1/2" IRON ROD NO ID CP
BLOCK CORNER AT LOT 25 - BLOCK "B"
POINT OF CURVATURE SET 1/2" IRON ROD W/CAP LB 8507
POINT OF CURVATURE FND. NAIL & DISC NO ID 0.22' S x 0.13' E
FND. NAIL & DISC NO ID HFA
FND. NAIL & DISC NO ID 0.21' S & 0.04' E
(BEARING BASIS) N89° 38' 10"W
18.6' ASPHALT ROADWAY 60' RIGHT-OF-WAY
740.00' (P)
609.17' (M)
600.00' (P)
2.5' x 15' U.E. (PER PLAT)
30.00'
CABLE RISER UP
L1 (P&M)
C1 (CR&M)
C2
C3
2" WATER VALVES
FIRE HYDRANT
UTILITIES UTILITY BOX
20' x 20' U.E. (O.R.B.:1468, PG.122)
FOUND 5/8" IRON ROD W/CAP ILLEGIBLE 0.29' S
FENCE 13.1' OUT
THE NW CORNER OF LOT 16 - BLOCK "A" FOUND 5/8" IRON ROD W/CAP ILLEGIBLE 0.14' W x 0.07' N
FENCE 12.5' OUT
FENCE 17.9' OUT
FENCE 22.9' OUT
N00° 21' 50"E 520.00' (P)
15' U.E. (O.R.B.:1468, PG.122)
PLATTED LOT LINE (TYP.)
60.00' (P)
L2 (P&M)
150.00'
100.00'
2' CONC. GUTTER
7.98'
8.08'
6.99'
6.58'
6.60'
6.18'
5.83'
6.41'
7.09'
41.0' ASPHALT ROADWAY
6.98'
64.0' ASPHALT ROADWAY
2' CONC. GUTTER
41.6' ASPHALT ROADWAY
6' CONC. SIDEWALKS
CONC. DRIVEWAY
6.74'
6.99'
6.42'
7.75'
8.98'
FIBER OPTIC BOX
GAS LINE FIBER OPTIC BOX
LIGHT POLE
TRAFFIC SIGNAL POLE
U/G CABLE MARKER
CABLE BOX
TRAFFIC SIGNAL BOX
UP
LIMITS OF PLAT
LOT 24 BLOCK "A" PARCEL ID: 60780960002
LOT 25 BLOCK "A" PARCEL ID: 60780960002
LOT 26 BLOCK "A" PARCEL ID: 60780960002
LOT 27 BLOCK "A" PARCEL ID: 60781000000
LOT 28 BLOCK "A" PARCEL ID: 60781000000
LOT 23 BLOCK "A" PARCEL ID: 60780920000 385,942.39 SQ.FT. 8.2402 AC. VACANT - #5396
LOT 22 BLOCK "A" PARCEL ID: 60780880001
LOT 21 - BLOCK "A" NAPLES LOAN ACQUISITION, LLC. O.R.B.:4848, PG.828 PARCEL ID: 60780840009
539° 04' 00"E 500.00' (CR&M)
550° 56' 00"W 300.00' (P&M)
539° 04' 00"E 182.92' (CR)
N89° 34' 30"W 614.55' (CR)
514.55'
114.82'
88.61'
73.02'
73.51'
509.65'
20' D.E./U.E. (PER PLAT)
50' D.E./U.E. O.R.B.:4722, PG.2824
NON-EXCLUSIVE DRAINAGE EASEMENT O.R.B.:930, PG.1019
30' D.E. (PER PLAT)
EDGE OF WATER 10/16/2023
DITCH
LIMITS OF PLAT
CATCH BASIN RIM-3.56'
SET 1/2" IRON ROD W/CAP LB 8507
FENCE 0.5' INSIDE
FENCE 1.6' INSIDE
FENCE 3.4' INSIDE
FENCE 0.2' INSIDE
LOT 29 - BLOCK "A" CUBESMART, LP O.R.B.:4939, PG.1707 PARCEL ID: 60781080004
LOT 30 - BLOCK "A" CUBESMART, LP O.R.B.:4939, PG.1707 PARCEL ID: 60781120003
LOT 31 - BLOCK "A" CUBESMART, LP O.R.B.:4939, PG.1707 PARCEL ID: 60781120003
PROPERTY CORNER FALLS IN WATER
5.62'±
19.04'±
20.05'±
5.33'±
REMAINDER OF SECTION 32 TOWNSHIP 50 S RANGE 26 E (NOT INCLUDED) NAPLES LOAN ACQUISTION. LLC. O.R.B.:4848, PG.828 PARCEL ID: 00445720000
REMAINDER OF SECTION 32 TOWNSHIP 50 S RANGE 26 E (NOT INCLUDED) NAPLES LOAN ACQUISTION. LLC. O.R.B.:4882, PG.2767 PARCEL ID: 00446800204
REMAINDER OF SECTION 32 TOWNSHIP 50 S RANGE 26 E (NOT INCLUDED) NAPLES LOAN ACQUISTION. LLC. O.R.B.:4882, PG.2767 PARCEL ID: 00446800408
UNIT "A1" TREETOPS OF NAPLES , SECTION 1 (O.R.B.881, PG.1732) PARCEL ID: 77460440000
REMAINDER OF SECTION 32 TOWNSHIP 50 S RANGE 26 E (NOT INCLUDED) CUBESMART, LP O.R.B.:4939, PG.1707 PARCEL ID: 60781120003

PROPERTY ADDRESS:
5396 MYRTLE LANE,
NAPLES, FL. 34113

LEGAL DESCRIPTION:
LOTS 22, 23, 24, 25, 26, 27 AND 28 BLOCK A, MYRTLE COVE ACRES; UNIT ONE; ACCORDING TO THE PST THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 38, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

FLOOD INFORMATION:
ZONE: "AE"
ELEV. = 7.00' (NAVD88)
MAP PANEL#: 12021C0603H
EFFECTIVE DATE: 05/16/2012

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- 30' D.E. ALONG SOUTHERLY BOUNDARY LINE OF SUBJECT LOT.
- 15' U.E. ALONG WESTERLY BOUNDARY LINE OF LOT 23.
- 20'x20' PUMPSTATION EASEMENT IN LOT 23 AS SHOWN HEREON.
- 20' U.E./D.E. ALONG INTERIOR LOT LINE OF SUBJECT LOT.
- 50' U.E./D.E. EXTENDS THROUGH SUBJECT LOT.
- NON EXCLUSIVE D.E. EXTENDS THROUGH SUBJECT LOT.

This survey has been issued by the following Landtec Surveying office:
700 West Hillsboro Boulevard, Suite 4-100
Deerfield Beach, FL 33441
Office: (561) 367-3587
Fax: (561) 465-3145
www.Landtecsurvey.com

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):
A OR AL = ARC LENGTH; C/O = CLEANOUT; CA = CENTRAL ANGLE; CATV = CABLE TV RISER; CF = CALCULATED FROM FIELD; CH = CHORD DISTANCE; CONC. = CONCRETE; CR = CALCULATED FROM RECORD; DE = DRAINAGE EASEMENT; EL OR ELEV = ELEVATION; EM = ELECTRIC METER; F.F.E. = FINISHED FLOOR ELEV.; FIR = FOUND IRON ROD; FN = FOUND NAIL; FND = FOUND; G.F.F.E = GARAGE FINISHED FLOOR ELEV.; L= LEGAL DESCRIPTION; M = MEASURED; OHC = OVERHEAD CABLE; P = PLAT; PC = POINT OF CURVE; PCC = POINT OF COMPOUND CURVATURE; PH = POOL HEATER; PI = POINT OF INTERSECTION; PK = PARKER KAELON; POB = POINT OF BEGINNING; POC = POINT OF COMMENCEMENT; PP = POOL PUMP; PRC = POINT OF REVERSE CURVATURE; PT = POINT OF TANGENCY; QTR = QUARTER; R = RADIUS; RNG = RANGE; ROW = RIGHT OF WAY; SEC = SECTION; TR = TELEPHONE RISER; TWP = TOWNSHIP; UE = UTILITY EASEMENT; UP = UTILITY POLE; WM = WATER METER; WV = WATER VALVE

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE):
= UTILITY POLE; = LIGHT POLE; = CATCH BASIN; = FIRE HYDRANT; = MANHOLE; = WATER VALVE; ☐WM = WATER METER; = WELL; = CENTER LINE; = PARTY WALL; = AIR CONDITIONER; = SEPTIC LID; X = ELEV. SHOT; = HANDICAP PARKING SPACE; = SEC. QTR. CORNER; = SECTION CORNER

LINETYPES:
BOUNDARY; BUILDING; EASEMENT; CHAIN LINK FENCE; WOOD FENCE; PLASTIC FENCE; OVERHEAD CABLE

GENERAL NOTES:
1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
3. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
4. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
5. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN HEREON.
6. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
7. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 2 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LB (LICENSED BUSINESS) #8507.

Job Nr: 188277-SW	Date of Field Work : 10/16/2023	Drawn by: E.I.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062. PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

SIGNATURE _____ DATE: 7-30-2024

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL (IF AFFIXED) OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

Elevations, if shown:

Benchmark: GPS OBSERVATION
Benchmark Elev.: _____
Benchmark Datum: N.A.V.D.88
Elevations on Drawing are in:
N.G.V.D.29 ☐ N.A.V.D.88 ■

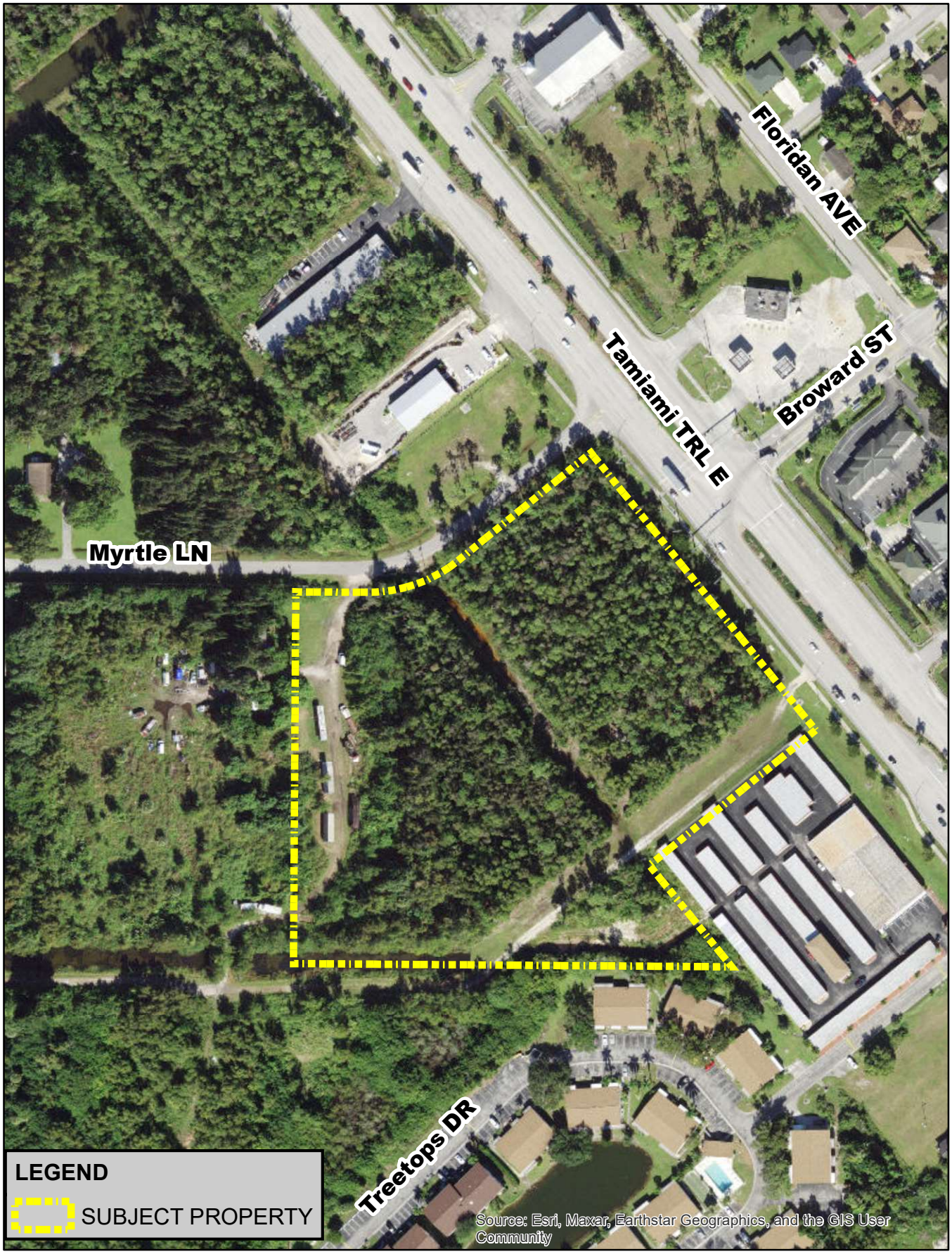
Revisions:
10/30/2023 - EASEMENT REVISION - S.G.
12/08/2023 - LOT SPLIT REVISION - E.I.
07/30/2024 - EASEMENT REVISION - K.T.

PRINTING INSTRUCTIONS:
WHEN PRINTING THIS PDF IN ADOBE. SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING.
DO NOT USE "FIT".

LANDTEC

LICENSED BUSINESS No. 8507

5396 Myrtle Lane CPUD
Location Map



GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

210 105 0 210 Feet

ENVIRONMENTAL DATA

5396 Myrtle Lane CPUD

Collier County, Florida

January 2024

Prepared By:

Collier Environmental Consultants, Inc.
3211 68th Street SW
Naples, Florida 34105
(239) 263 - 2687
marcoe@prodigy.net

3.08.00 Environmental Data

Purpose

As per requirements in LDC Sections 3.08.00 and questions in the CU Checklist

Preparation Of Environmental Data

Preparation of Environmental Data, Environmental Data Submittal Requirement shall be prepared by an individual with academic credentials and experience in the area of environmental science or natural resource management. Academic credentials and experience shall be a bachelor's or higher degree in one of the biological sciences with at least two years of ecological or biological professional experience in the State of Florida

Qualifications of Environmental Consultant
Collier Environmental Consultants Inc. 2/96 - Present
3211 68th Street SW
Naples, Florida 34105

Marco A. Espinar- Biologist

Environmental Data. The following shall be submitted where applicable to evaluate projects.

A) Wetlands

i) Identify on Current Aerial / the location of all Collier County / SFWMD Jurisdictional wetlands according to the Florida Land Use Cover and Forms Classification System FLUCFCS

A FLUCFCS map and vegetation inventory has been included. The site consists of approximately 8.24 acres. This parcel is located on the south side of Myrtle Lane and US 41 (Tamiami Trail). The parcel is in Section 29 Township 50 Range 26. The parcel is heavily infested with exotics such as Melaleuca, Brazilian pepper, and ear leaf acacia. At the north east corner is a lower area primary vegetated with Melaleuca, Laurel ok sawgraas and swamp fern. This area may be considered Jurisdictional wetlands. The reaming areas are either cleared or heavily infested with exotic and a Slash pine canopy.

The applicant is proposing to rezone the 8.24+/- acre property from the Myrtle Woods CPUD and RFM-6 Zoning Districts to a Commercial PUD to allow development of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses. The site is proposed to be developed with a U-Haul smart mobility center that will be a modern facility designed to meet the indoor storage and moving needs for the growing Collier

County market. This will be a replacement facility for the existing U-Haul facility that has operated 5 miles to the west in the Mini-triangle redevelopment area. U-Haul has outgrown the existing smaller site and the 8.4 acre site at Myrtle Lane and U.S. 41 is of sufficient size to build a modern indoor self-storage facility, with an area of sufficient size to allow for their rental fleet of vehicles as well as retail sales for moving supplies.

B) Listed Species and Bald Eagle Nests and Nest Protection Zones

i) Provide a wildlife survey for the nests of bald eagle and for listed species known to inhabit biological communities similar to those existing on site. The survey shall be conducted in accordance with the guidelines or recommendations of the FFWCC and the USFWS. Survey times may be reduced or waived where an initial habitat assessment by the environmental consultant indicates that the likelihood of listed species occurrence is low as determined by the FFWCC and USFWS. Where an initial habitat assessment by the environmental consultant indicates that the likelihood of listed species occurrence is low, the survey time may be reduced or waived by the County Manager or designee.

Wildlife Listed Species Study
(LDC10.02.3.A.2.m)

A brief examination of the parcel found no listed animals on site. The site does provide some limited habitat for small, mammals and birds. The site shows past signs of greater functional capability. The site is surrounded by either development or roadway. In addition, the density of exotics is extremely limiting. A listed species study was conducted and attached.

This project site is not in the consultation panther zone and there are no known eagle nests nearby. This wildlife survey found no listed animal species.

Black bears are known to inhabit the neighboring areas. During the Site Development Plan process a Black Bear Management Plan may be required. This management plan would focus on lowering Black bear interaction.

This project meets the Objective of CCME Objective 7.1.

The area proposed to be impacted consists of lower grade habitat. Brazilian pepper dominates the midstory. No listed species should be impacted by this development.

CCME OBJECTIVE 7.1: Direct incompatible land uses away from listed animal species and their habitats. (The County relies on the listing process of State and Federal agencies to identify species that require special protection because of their endangered, threatened, or species of special concern status. Listed animal species are those species that the Florida Fish and Wildlife Conservation Commission has designated as endangered,

ii) Provide Listed Plants identified in LDC Section 3.04.03

See Attached Vegetation List / FLUCCS Code Map

iii) Wildlife Management Plans in accordance with LDC Section 3.04.00

See Attached Listed Species Study, Black bear management plan may be required at the time of SDP.

C) Native Vegetation Preservation

i) For Sites or Portions of Sites Cleared of Native Vegetation or in Agricultural Use:

Not Applicable

ii) Identify on a current aerial the acreage, location and community types of all upland and wetland habitats on the project site, according to the FLUCFCS system and provide a legend foe each of the FLUCFS codes identified. Aerials and overlay information must be legible at the scale provided. Provide calculations for the acreage of native vegetation required to be retained on site. Include the above referenced calculations and aerials on the SDP or PPL. In a separate report, demonstrate how the preserve criteria pursuant to LDC section 3.05.07 have been meet.

Location Maps / Aerials
(LDC10.02.3.A.2.m)
Aerials and location maps have been provided.

The entire parcel consists of approximately 8.24 acres.
The parcel is in Section 29, Township 50, Range 26; in Collier County, Florida. The parcel is located at the intersection of Myrtle Lane and US 41 (Tamiami Trail). The dominant forest type on this project site consists of 424H Hydric Melaleuca, 438 E4 Mixed Hardwoods with an exotic level of (76% 100%), 740 Disturbed Areas, 832 FPL easement.

424 H – Hydric Melaleuca	0.95 acres
438E4 – Mixed Hardwoods exotic level (76 – 100%)	3.93 acres
740 - Disturbed	3.01 acres
832 – FPL	0.35 acres
TOTAL	8.24 acres

See Attached Location Maps, Vegetation Maps / FLUCCS Maps

Native Vegetation Calculation
(LDC3.05.07.A.)

3.05.07 Preservation Standards

Based on the LDC a required preservation of 15 % of Native vegetation preservation would be required for this size parcel. However, this site has NO native habitat. The site is entirely vegetated with exotics such as Melaleuca, Java plum, ear leaf acacia and Brazilian pepper. A few native trees can be seen scattered throughout. These include a few Slash pines and Cabbage palms. Some scattered palmettos are also readily visible.

This will be consistent with Goal 6 of Collier County GMP's Objective 6.1 Protect native communities through the application of minimum preservation requirements.

Clearly identify the location of all preserves:

The preserve area has been identified on the Exhibit Master plan.

Soil Ground Water Sampling

Natural Site

LOCATION MAPS



LOCATION MAP

- Labels Drawing
- Points Drawing
- Lines Drawing
- Polygons Drawing
- Selected Custom Parcels
- Streets MapWise
- Streets OSM
- Streets MapWise
- County Boundaries
- Parcel Outlines

N

0 0.1 0.2 0.3 mi

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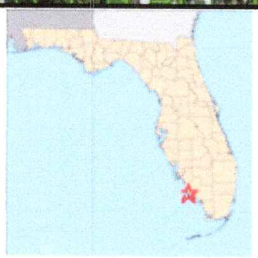
LOCATION MAP

Labels Drawing
Points Drawing
Lines Drawing
Polygons Drawing
Selected Custom Parcels
Streets OSM Hybrid
County Boundaries
Parcel Outlines

N



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LOCATION MAP

- Labels Drawing
- Points Drawing
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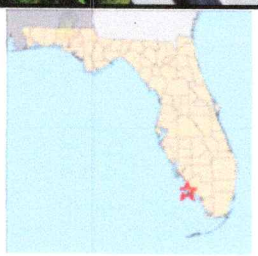

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TAX / PROPERTY SUMMARY

Collier County Property Appraiser
Property Summary

Parcel No	60781000000	Site Address *Disclaimer		Site City	NAPLES	Site Zone *Note	34113

Name / Address	KC NAPLES TAMIAMI LLC				
	101 N WACKER DR #611				
City	CHICAGO	State	IL	Zip	60606

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B29	495700 A 275B29	29	50	26	1.37

Legal	MYRTLE COVE ACRES BLK A LOTS 27 & 28 OR 2074 PG 1302

Millage Area ⓘ	7	Millage Rates ⓘ *Calculations		
Sub./Condo	495700 - MYRTLE COVE ACRES	School	Other	Total
Use Code ⓘ	10 - VACANT COMMERCIAL	4.292	6.0197	10.3117

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
12/19/12	4871-3081	$ 635,000
07/07/11	4700-680	$ 0
07/07/11	4699-1487	$ 0
06/17/11	4693-930	$ 100
09/13/06	4104-1818	$ 721,400
06/30/95	2074-1302	$ 0
09/01/89	1470-859	$ 239,000
07/01/82	981-359	$ 0
03/01/80	861-358	$ 0

2023 Certified Tax Roll

(Subject to Change)

	Land Value	$ 447,640
(+)	Improved Value	$ 0
(=)	Market Value	$ 447,640
(-)	10% Non-Homestead Cap	$ 102,924
(=)	Assessed Value	$ 344,716
(=)	School Taxable Value	$ 447,640
(=)	Taxable Value	$ 344,716

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Collier County Property Appraiser
Property Summary

Parcel No	60780960002	Site Address *Disclaimer		Site City	NAPLES	Site Zone *Note	34113

Name / Address	KC NAPLES TAMIAMI LLC				
	101 N WACKER DR #611				
City	CHICAGO	State	IL	Zip	60606

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B29	495700 A 245B29	29	50	26	2.07

Legal	MYRTLE COVE ACRES UNIT 1 BLK A LOTS 24,25 & 26, OR 1251 PG 2150

Millage Area	7	Millage Rates *Calculations		
Sub./Condo	495700 - MYRTLE COVE ACRES	School	Other	Total
Use Code	10 - VACANT COMMERCIAL	4.292	6.0197	10.3117

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
12/19/12	4871-3081	$ 635,000
07/07/11	4700-680	$ 0
07/07/11	4699-1487	$ 0
06/17/11	4693-930	$ 100
09/13/06	4104-1817	$ 2,922,100
02/13/87	1251-2150	$ 240,000
01/01/87	1246-1897	$ 0
09/01/84	1101-2124	$ 0
08/01/84	1100-149	$ 600,000

2023 Certified Tax Roll

(Subject to Change)

	Land Value	$ 900,000
(+)	Improved Value	$ 0
(=)	Market Value	$ 900,000
(-)	10% Non-Homestead Cap	$ 207,000
(=)	Assessed Value	$ 693,000
(=)	School Taxable Value	$ 900,000
(=)	Taxable Value	$ 693,000

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Collier County Property Appraiser
Property Summary

Parcel No	60780920000	Site Address *Disclaimer	5398 MYRTLE LN	Site City	NAPLES	Site Zone *Note	34113

Name / Address	KC NAPLES TAMIAMI LLC
	101 N WACKER DR #611

City	CHICAGO	State	IL	Zip	60606

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B29	495700 A 235B29	29	50	26	3.52

Legal	MYRTLE COVE ACRES BLK A LOTS 23 OR 1255 PG 348

Millage Area	7	Millage Rates *Calculations		
Sub./Condo	495700 - MYRTLE COVE ACRES	School	Other	Total
Use Code	99 - ACREAGE NOT ZONED AGRICULTURAL	4.292	6.0197	10.3117

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
12/19/12	4871-3081	$ 635,000
07/11/11	4700-680	$ 0
07/07/11	4699-1487	$ 0
06/17/11	4693-930	$ 100
09/13/06	4104-1817	$ 2,922,100
03/13/87	1255-348	$ 200,000
01/01/87	1246-1897	$ 0
09/01/84	1101-2124	$ 0
09/01/84	1100-149	$ 600,000

2023 Certified Tax Roll

(Subject to Change)

	Land Value	$ 361,225
(+)	Improved Value	$ 0
(=)	Market Value	$ 361,225
(-)	10% Non-Homestead Cap	$ 173,088
(=)	Assessed Value	$ 188,137
(=)	School Taxable Value	$ 361,225
(=)	Taxable Value	$ 188,137

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Collier County Property Appraiser
Property Summary

Parcel No	60780880001	Site Address *Disclaimer	5396 MYRTLE LN	Site City	NAPLES	Site Zone *Note	34113

Name / Address	KC NAPLES TAMIAMI LLC
	101 N WACKER DR #611
City	CHICAGO
State	IL
Zip	60606

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B29	495700 A 225B29	29	50	26	1.19

Legal	MYRTLE COVE ACRES BLK A LOT 22

Millage Area	7	Millage Rates *Calculations		
Sub./Condo	495700 - MYRTLE COVE ACRES	School	Other	Total
Use Code	0 - VACANT RESIDENTIAL	4.292	6.0197	10.3117

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
02/26/18	5482-2441	$ 155,000
02/26/18	5482-2439	$ 0
05/24/12	4800-3145	$ 0
03/31/09	4440-121	$ 0
04/19/99	2536-1791	$ 22,900

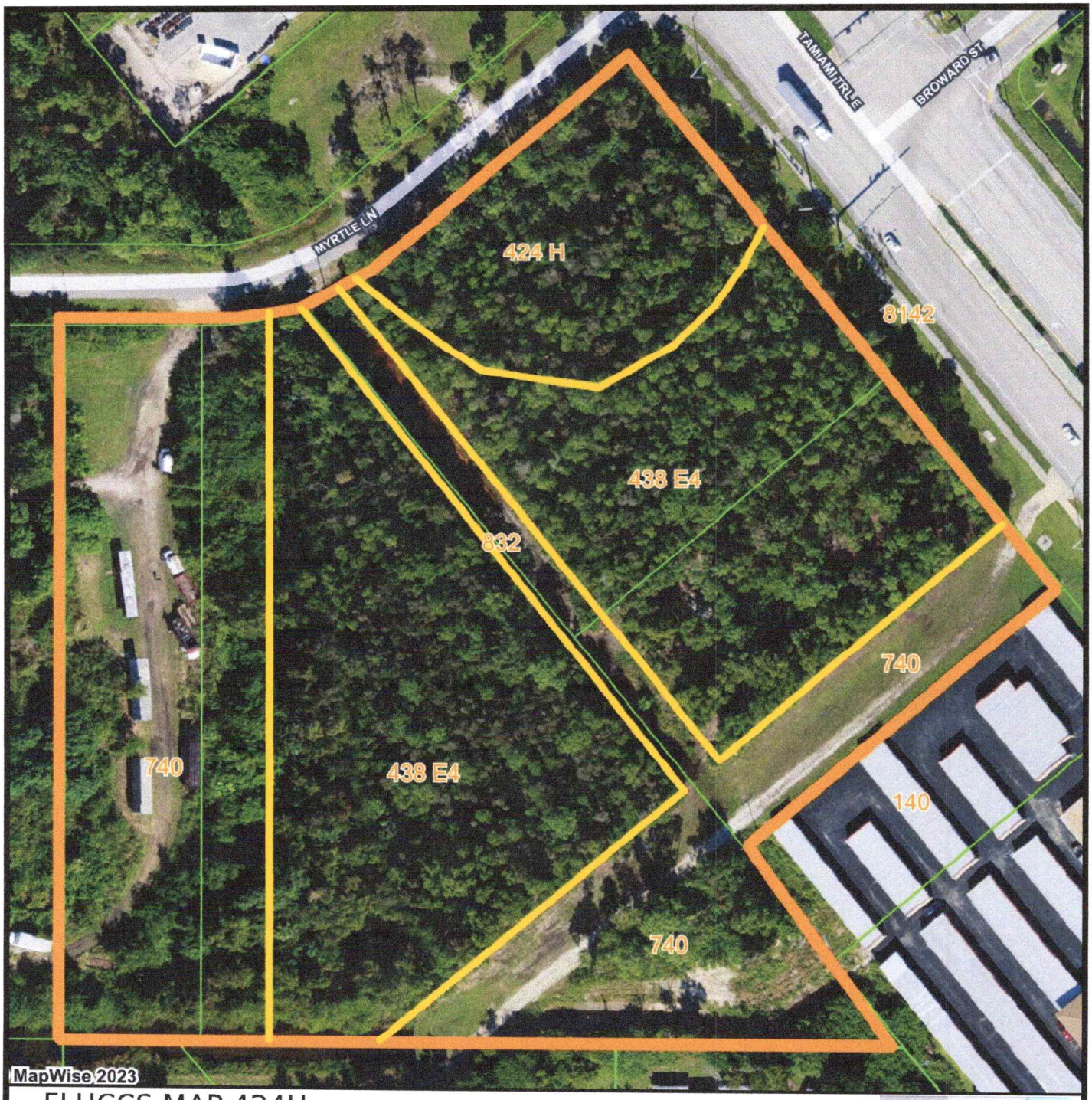
2023 Certified Tax Roll

(Subject to Change)

	Land Value	$ 272,141
(+)	Improved Value	$ 0
(=)	Market Value	$ 272,141
(-)	10% Non-Homestead Cap	$ 176,696
(=)	Assessed Value	$ 95,445
(=)	School Taxable Value	$ 272,141
(=)	Taxable Value	$ 95,445

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

VEGETATION INVENTORY / FLUCCS MAP



FLUCCS MAP 424H - HYDRIC MELALEUCA, 438E4 - MIXED HARDWOODS 76 - 100% EXOTICS, 740 - DISTURBED, 832 - FPL

Labels Drawing
Points Drawing
Lines Drawing
Polygons Drawing
Selected Custom Parcels
Streets MapWise
County Boundaries
Parcel Outlines

N



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FLUCCS CODE AND VEGETATION INVENTORY

FLUCCS CODE (Description)

Common Name	Scientific Name	Indictor Status	Dominance/Stratum
424H- Hydric Melaleuca	**Approximately**	**0.95 acres**	
Melaleuca	*Melaleuca quinquenervia*	Exotic	Cp,O
Guineagrass	*Panicum maximum*	FAC-	G,C
Cypress	*Taxodium spp.*	OBL	Cp,M,C
Slash pine	*Pinus elliotti*	FACW	Cp,O
Cabbage palm	*Sabal palmetto*	FAC	M,O
laurel oak	*Quercus laurifolia*	FACW	Cp,O
palmetto	*Serona repens*	FACU	G,D
Morning glory	*Ipomoea indica*	FAC	G.O
Myrsine	*Myrsine floridana*	FAC	M,C
Downy rosemyrlte	Rhodomyrtus tomentosus	Exotic	M,O
sawgrass	*Cladium jamaicense*	OBL	G, D
Brazilian pepper	*Schinus terebinthifolius*	Exotic	M,C
Ear leaf acacia	*Acacia auriculiformis*	Exotic	Cp,M,O
Dahoon holly	*Ilex cassine*	OBL	M,O
Buckthorn	*Bumelia reclinata*	FAC	M,O
wax myrtle	*Myrica cerifera*	FAC+	M,O
camphor weed	*Pluchea rosea*	FACW	G, O
Cocoplum	*Chrysobalanus icaco*	FACW	M,O
Beggers ticks	*Bidens alba*	FACW	G,O
Swamp fern	*Blechnum serrulatum*	FACW+	G,D
Asiatic pennywort	*Cetella asiatica*	FACW	G,C
Gulfdune paspalum	*Paspalum monostachyum*	OBL	G,O
Flat sedge	*Cyperus ligularis*	FACW	G,C

438 E4 - Mixed Exotic Hardwoods exotics 75 – 99% **Approximately** **3.93 Acres**

This parcel has a few native trees such as Slash pines, cabbage palms and a few cypresses. The majority of the site is vegetated with exotics such as ear leaf acacia, java plum and Brazilian pepper. There is little ground cover due to heavy leaf litter.

Slash pine	*Pinus elliotti*	FACW	Cp,O
Cypress	*Taxodium spp.*	OBL	M,O
Cabbage palm	*Sabal palmetto*	FAC	M,D
Ear leaf acacia	*Acacia auriculiformis*	Exotic	M,D
Downy rosemyrlte	Rhodomyrtus tomentosus	Exotic	M,O
java plum	*Syzygium cumini*	Exotic	Cp,M,C
Brazilian pepper	*Schinus terebinthifolius*	Exotic	M,D
Melaleuca	*Melaleuca quinquenervia*	Exotic	Cp,O

Guineagrass	*Panicum maximum*	FAC-	G,C
Bahia grass	*Paspalum notatum*	UPL	G,C
Wedelia	*Wedelia trilobata*	Exotic	G,O
Wild coffee	*Psychotria nervousa*	FAC	G,O
Laurel oak	*Quercus laurifolia*	FACW	Cp,O
Strangler fig	*Ficus aurea*	FAC	M,O
Myrsine	*Myrsine floridana*	FAC	M,C / G,C
Lantana	*Lantana camara*	FACU	G,O
Sandspur	*Cenchrus echinatus*	FAC	G,C
Beggers ticks	*Bidens alba*	FACW	G.O
Air potato	*Dioscorea bulbifera*	Exotic	M,O
Chocolate weed	*Melochia corchorifolia*	FAC	G,O
Swamp fern	*Blechnum serrulatum*	FACW+	G,D
sawgrass	*Cladium jamaicense*	OBL	G,O
nut Sedge	*Cyperus ligularis*	FACW	G,O
Ragweed	*Ambrosia artemissiifolia*	FACU	G,C
Lygodium	*Lygodium microphyllum*	Exotic	G,O
Broom sedge	*Andropogon virginicus*	FAC-	G,C
Whitehead broom	*Spermacoce verticillata*	FAC	G,O
Dog fennel	*Eupatorium capillifolium*	FACW	G,O
Grape vine	*Vitis rotundifolia*	FAC	G,O
Virginia creeper	*Ampelopsis quinquefolia*	FAC	G.O
Cat-briar	*Smilax spp.*	FAC	G,C

740 Disturbed **Approximately** **3.01 Acres**

This area has been cleared. The site is now vegetated with secondary and pioneer plant species.

Sandspur	*Cenchrus echinatus*	FAC	G,C
Beggers ticks	*Bidens alba*	FACW	G.O
Chocolate weed	*Melochia corchorifolia*	FAC	G,C
Guineagrass	*Panicum maximum*	FAC-	G,O
Foxtail	*Setaria geniculata*	FAC	G,O
Broom sedge	*Andropogon virginicus*	FAC-	G,C
Whitehead broom	*Spermacoce verticillata*	FAC	G,C
flat sedge	*Cyperus ligularis*	FACW	G,O
yellow nut sedge	*Cyperus esculentus*	FAC	G,O
flat sedge	*Cyperus difformis*	OBL	G,O
Finger grass	*Eustachys petraea*	FAC	G,O
crabgrass	*Digitaria cilaris*	FAC	G,O
bluehearts	*Buchnera Americana*	FAC	G,C
Dog fennel	*Eupatorium capillifolium*	FACW	G,C
pineland heliotrope	*Heliotropium polyphyllum*	FAC	G,O

832 FPL EASEMENT **Approximately** **0.35 Acres**

ABREVIATIONS – **Canopy (Cp), Midstory (M), Ground Cover (G)**

Dominant (D), Common (C), Occasional (O)

INDICATOR STATUS - **Obligate (OBL), Facultative wet plants (FACW), Facultative plants (FAC), Upland (UPL)**

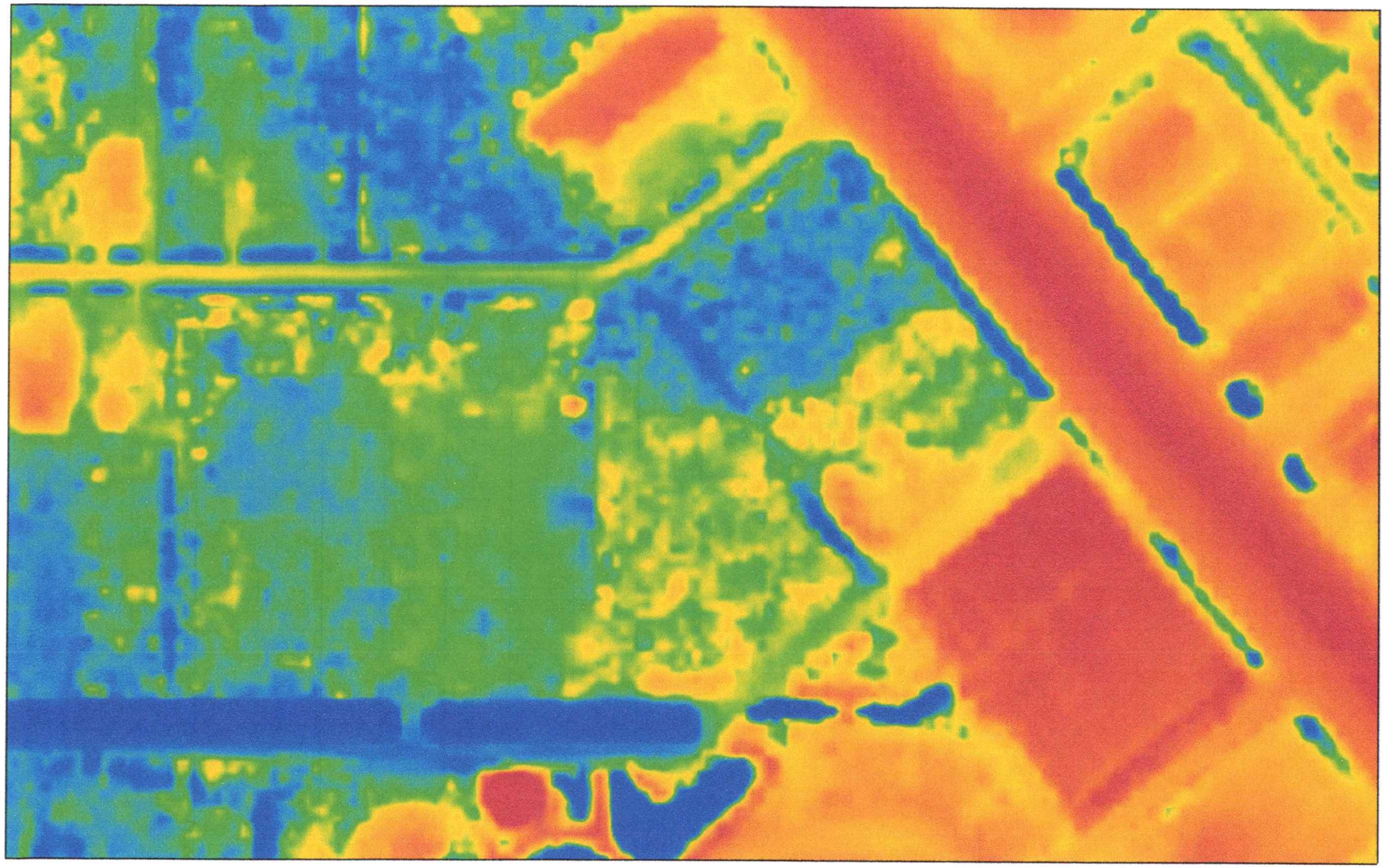
OUTSIDE PROJECT FOOTPRINT

140- **Commercial/Office**

8142- **US 41- Divided Roadway**

LIDAR MAPS

My Map



October 23, 2023

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0 0.03 0.06 0.11 km

SFWMD Geospatial Services, County of Collier, Esri, HERE, Garmin, FC, State of Florida, Maxar, Microsoft

State of Florida, Maxar, Microsoft | County of Collier, Esri, HERE, Garmin, FC | SFWMD Geospatial Services

SOIL MAPS

COLLIER COUNTY SOIL LEGEND
REVISED 1/90 H. YAMATAKI

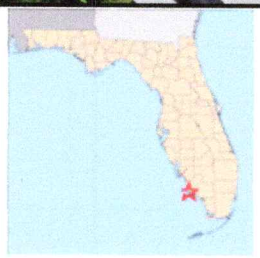
HYDRIC		
H	2	HOLOPAW FS, LIMESTONE SUBSTRATUM
H	3	MALABAR FS.
H	4	CHOBEE, LIMESTONE SUBSTRATUM AND DANIA MUCKS DEPRESSIONAL
H	6	RIVIERA, LIMESTONE SUBSTRATUM-COPELAND FS
	7	IMMOKALEE FS
	8	MYAKKA FS
	10	OLDSMAR FS, LIMESTONE SUBSTRATUM
	11	HALLANDALE FS
H	14	PINEDA FS, LIMESTONE SUBSTRATUM
	15	POMELLO FS
	16	OLDSMAR FS
H	17	BASINGER FS
H	18	RIVIERA FS, LIMESTONE SUBSTRATUM
	20	FT. DRUM AND MALABAR HIGH FS
	21	BOCA FS
H	22	CHOBEE, WINDER AND GATOR SOILS, DEPRESSIONAL
H	23	HOLOPAW AND OKEELANTA SOILS DEPRESSIONAL
H	25	BOCA, RIVIERA, LIMESTONE SUBSTRATUM AND COPELAND FS DEPRESSIONAL
H	27	HOLOPAW FS
H	28	PINEDA AND RIVIERA FS
	29	WABASSO FS
H	31	HILOLO LIMESTONE SUBSTRATUM, JUPITER AND MARGATE SOILS
	32	URBAN LAND
	33	URBAN LAND HOLOPAW BASINGER COMPLEX
	34	URBAN LAND IMMOKALEE OLDSMAR LIMESTONE SUBSTRATUM COMPLEX
	35	URBAN LAND AQUENTS COMPLEX ORGANIC SUBSTRATUM
	36	UDORTHENTS SHAPED
	37	TUSCAWILLA FS
	38	URBAN LAND MATLACHA LIMESTONE SUBSTRATUM BOCA COMPLEX
	39	SATELLITE FS
H	40	DURBIN AND WULFERT MUCKS
	41	URBAN LAND SATELLITE COMPLEX
	42	CANAVERAL BEACHES ASSOCIATION
H	43	WINDER, RIVIERA, LIMESTONE SUBSTRATUM AND CHOBEE SOILS DEPRESSIONAL
	45	PAOLA FS (1-8 percent slopes)
H	48	PENNSUCCO SOIL (marl prairie)
H	49	HALLANDALE AND BOCA FS (slough)
H	50	OCHOPEE FSL, PRAIRIE (marl)
H	51	OCHOPEE FSL
H	52	KESSON MUCK FREQUENTLY FLOODED
H	53	ESTERO AND PECKISH SOILS FREQUENTLY FLOODED
H	54	JUPITER BOCA COMPLEX
H	56	BASINGER FS, OCCASIONALLY FLOODED



SOILS MAP

Labels Drawing
Points Drawing
Lines Drawing
Polygons Drawing
Selected Custom Parcels
Streets OSM Hybrid
County Boundaries
Parcel Outlines
Soils Boundaries
Soils - Hydric

N



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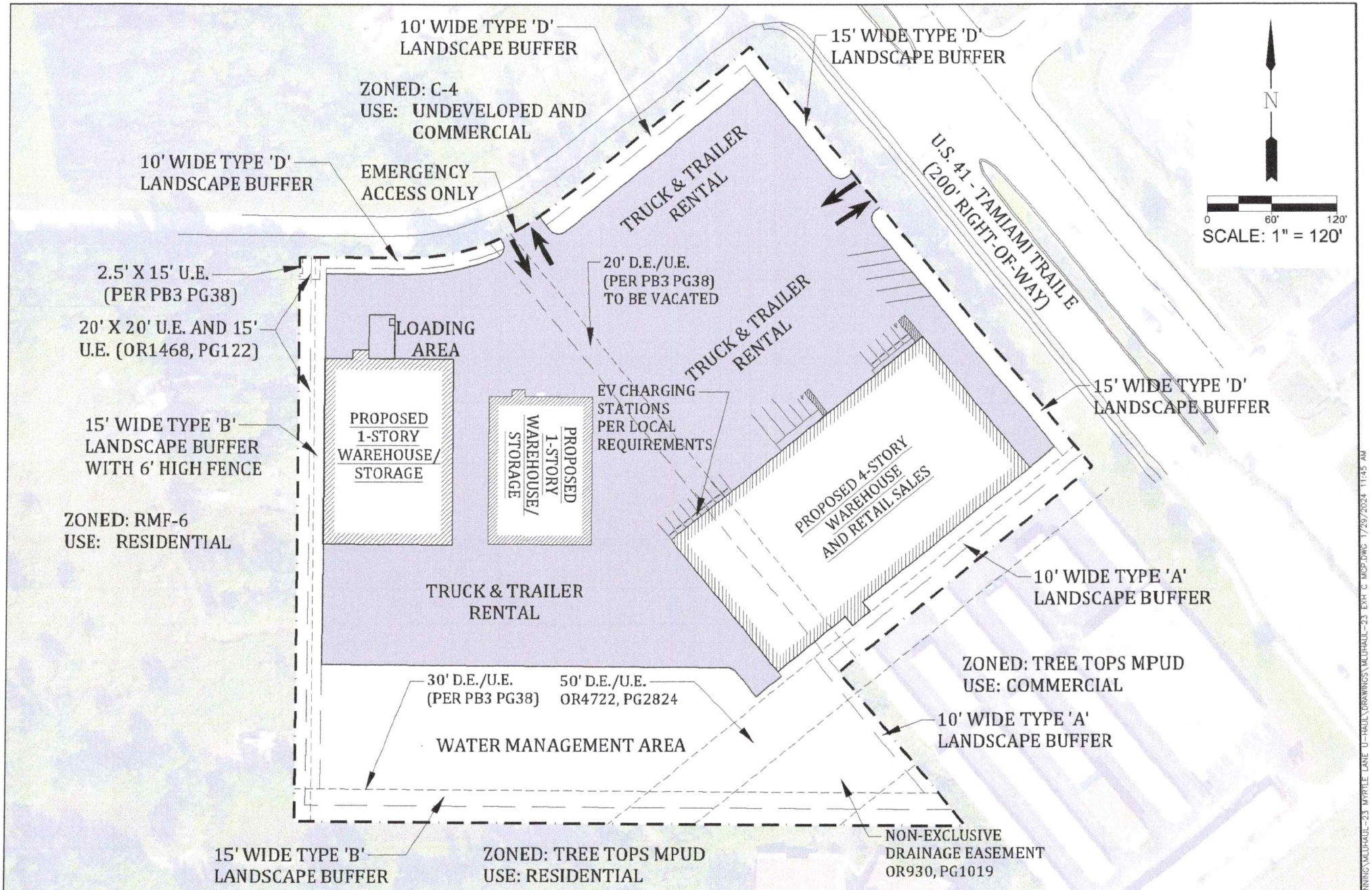
MASTER PLAN



LEGEND

[#] DEVIATION

[1]

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

5396 MYRTLE LANE CPUD

EXHIBIT C
MASTER PLAN

SCALE: 1" = 200'
JOB CODE: MLUHAUL-23
DATE: DECEMBER 2023
FILE NAME: MLUHAUL-23 EXH C MCP
SHEET 1 OF 2

G:\PLANNING\PROJ - PLANNING\MLUHAUL-23 MYRTLE LANE U-HAUL\DRAWINGS\MLUHAUL-23 EXH C MCP.DWG 1/29/2024 11:45 AM

5396 Myrtle Lane CPUD

LISTED SPECIES SURVEY

Collier County, Florida

January 2023

Prepared By:

Collier Environmental Consultants, Inc.
3211 68th Street SW
Naples, Florida 34105
(239) 263 – 2687
marcoe@prodigy.net

I Introduction / Purpose

This report is an account of a Listed Species survey recently performed on a 8.24 acre tract called 5396 Myrtle Lane CPUD. Required to meet county review requirements its purpose is to identify and describe key habitats and report any listed species using the site that would be at risk due to possible future development actions on the site. This examination took place during November 21 - 24, 2023.

II Site Description

The entire parcel consists of approximately 8.24 acres. The parcel is in Section 29, Township 50, Range 26; in Collier County, Florida. The parcel is located at the intersection of Myrtle Lane and US 41 (Tamiami Trail). The dominant forest type on this project site consists of 424H Hydric Melaleuca, 438 E4 Mixed Hardwoods with an exotic level of (76% - 100%), 740 Disturbed Areas, 832 FPL easement.

See Item # 1 - Location Map

In total the site consists of approximately 8.24 acres. The following is how the acreage figures breakdown.

424 H – Hydric Melaleuca	0.95 acres
438E4 – Mixed Hardwoods exotic level (76 – 100%)	3.93 acres
740 - Disturbed	3.01 acres
832 – FPL	0.35 acres
TOTAL	8.24 acres

See Item #2 - FLUCCS Map

The entire site is dominated by exotics. The site does have some native vegetation such as Cabbage palms, Slash pine, cypress and scattered palmetto. However, exotics dominate. Melaleuca, Brazilian pepper, ear leaf acacia and Downy rose myrtle dominate the entire site.

III Listed Species Survey

The required survey for a Listed Species Survey calls for a survey covering 100 % of the site, at prescribed transect distances per site acreage. Such a survey was attempted in November 21 - 24, 2023. Established transects oriented north - south and east - west and superimposed on an aerial map.

Both meandering and linear transects and stationary observations were conducted. Early morning (0730 - 1000), mid-day (1100 - 1500) and late-day (1500 - 1800) time periods were chosen to survey these transects. All possible species of plants and animals listed by state and federal agencies were noted. Concurrently, notes for FLUCCS mapping purposes were kept.

IV Results & Discussions

Listed Flora

See Item # 3 - FLUCCS Plant List

Listed Fauna

See Item # 4 - Wildlife Species Observed

Key Species Discussion

Florida Black Bear

No individuals were observed during this survey even though Black bears are known to inhabit the general area. Special attention was given for signs such as scraps, tracks and scat. This mammal has a large home range and is known to inhabit the area. Black bear nuisance calls do show up in this area. An exhibit has been provided.

Bonneted Bat

The Florida bonneted bat is the largest species of bat in Florida. Previously known as the Florida (Wagner's) mastiff bats these bats were reclassified as a separate species unique to Florida. The species can grow to a length of 6.5 inches with a wingspan of 20 inches. This is a flying mammal free to traverse great distances.

Examination of all trees with potential cavities was conducted. The density of Brazilian pepper and other midstory plants may impede flight patterns. No individuals and/or guano were found. This project is not anticipated to negatively impact the species.

Florida Panther

This parcel would be considered in the urban area. The site is not in the Panther Consultation Area.

Conclusions

Focused searches were conducted over several days.

This parcel is dominated by a variety of exotic vegetation. The site does have a few scattered native Slash pines. However, the entire site is dominated with Brazilian pepper, java plum, ear leaf acacia and Melaleuca. Old world climbing fern was also identified onsite. This site is very limited as viable habitat for any vertebrates. The site is also bordered by US 41 and commercial buildings and is located on what would be considered urban lands. If utilized by any vertebrates, they would be birds traversing the site and/or small mammals commonly found in urban areas. This study found no listed vertebrates on site.

Threatened, Endangered and Species of Special Concern

Species	Present	Absent
Black bear		x
Florida panther		x
Everglades mink		x
Big Cypress Fox squirrel		x
Indigo snake		x
American alligator		x
Gopher tortoise		x
Gopher Frog		x
Southeastern American kestrel		x
Red-Cockaded woodpecker		x
Florida Scrub Jay		x
Wood stork		x
Snail kite		x
Bald eagle		x
Limpkin		x
osprey		x
White ibis		x
Tricolored heron		x
snowy egret		x
Reddish egret		x
Little blue heron		x



LOCATION MAP

- Labels Drawing
- Points Drawing
- Lines Drawing
- Polygons Drawing
- Selected Custom Parcels
- Streets MapWise
- Streets OSM
- Streets MapWise
- County Boundaries
- Parcel Outlines

N

0 0.1 0.2 0.3 mi

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LOCATION MAP

- Labels Drawing
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- Selected Custom Parcels
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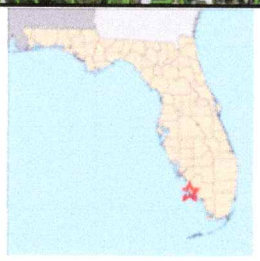
N



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LOCATION MAP

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Lines Drawing
Polygons Drawing
Selected Custom Parcels
Streets OSM Hybrid
County Boundaries
Parcel Outlines

N



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FLUCCS CODE AND VEGETATION INVENTORY

FLUCCS CODE (Description)

Common Name	Scientific Name	Indictor Status	Dominance/Stratum
424H- Hydric Melaleuca	**Approximately**	**0.95 acres**	
Melaleuca	*Melaleuca quinquenervia*	Exotic	Cp,O
Guineagrass	*Panicum maximum*	FAC-	G,C
Cypress	*Taxodium spp.*	OBL	Cp,M,C
Slash pine	*Pinus elliotti*	FACW	Cp,O
Cabbage palm	*Sabal palmetto*	FAC	M,O
laurel oak	*Quercus laurifolia*	FACW	Cp,O
palmetto	*Serona repens*	FACU	G,D
Morning glory	*Ipomoea indica*	FAC	G.O
Myrsine	*Myrsine floridana*	FAC	M,C
Downy rosemyrlte	Rhodomyrtus tomentosus	Exotic	M,O
sawgrass	*Cladium jamaicense*	OBL	G, D
Brazilian pepper	*Schinus terebinthifolius*	Exotic	M,C
Ear leaf acacia	*Acacia auriculiformis*	Exotic	Cp,M,O
Dahoon holly	*Ilex cassine*	OBL	M,O
Buckthorn	*Bumelia reclinata*	FAC	M,O
wax myrtle	*Myrica cerifera*	FAC+	M,O
camphor weed	*Pluchea rosea*	FACW	G, O
Cocoplum	*Chrysobalanus icaco*	FACW	M,O
Beggers ticks	*Bidens alba*	FACW	G,O
Swamp fern	*Blechnum serrulatum*	FACW+	G,D
Asiatic pennywort	*Cetella asiatica*	FACW	G,C
Gulfdune paspalum	*Paspalum monostachyum*	OBL	G,O
Flat sedge	*Cyperus ligularis*	FACW	G,C

438 E4 - Mixed Exotic Hardwoods exotics 75 – 99% **Approximately** **3.93 Acres**

This parcel has a few native trees such as Slash pines, cabbage palms and a few cypresses. The majority of the site is vegetated with exotics such as ear leaf acacia, java plum and Brazilian pepper. There is little ground cover due to heavy leaf litter.

Slash pine	*Pinus elliotti*	FACW	Cp,O
Cypress	*Taxodium spp.*	OBL	M,O
Cabbage palm	*Sabal palmetto*	FAC	M,D
Ear leaf acacia	*Acacia auriculiformis*	Exotic	M,D
Downy rosemyrlte	Rhodomyrtus tomentosus	Exotic	M,O
java plum	*Syzygium cumini*	Exotic	Cp,M,C
Brazilian pepper	*Schinus terebinthifolius*	Exotic	M,D
Melaleuca	*Melaleuca quinquenervia*	Exotic	Cp,O

Guineagrass	*Panicum maximum*	FAC-	G,C
Bahia grass	*Paspalum notatum*	UPL	G,C
Wedelia	*Wedelia trilobata*	Exotic	G,O
Wild coffee	*Psychotria nervousa*	FAC	G,O
Laurel oak	*Quercus laurifolia*	FACW	Cp,O
Strangler fig	*Ficus aurea*	FAC	M,O
Myrsine	*Myrsine floridana*	FAC	M,C / G,C
Lantana	*Lantana camara*	FACU	G,O
Sandspur	*Cenchrus echinatus*	FAC	G,C
Beggers ticks	*Bidens alba*	FACW	G.O
Air potato	*Dioscorea bulbifera*	Exotic	M,O
Chocolate weed	*Melochia corchorifolia*	FAC	G,O
Swamp fern	*Blechnum serrulatum*	FACW+	G,D
sawgrass	*Cladium jamaicense*	OBL	G,O
nut Sedge	*Cyperus ligularis*	FACW	G,O
Ragweed	*Ambrosia artemissiifolia*	FACU	G,C
Lygodium	*Lygodium microphyllum*	Exotic	G,O
Broom sedge	*Andropogon virginicus*	FAC-	G,C
Whitehead broom	*Spermacoce verticillata*	FAC	G,O
Dog fennel	*Eupatorium capillifolium*	FACW	G,O
Grape vine	*Vitis rotundifolia*	FAC	G,O
Virginia creeper	*Ampelopsis quinquefolia*	FAC	G.O
Cat-briar	*Smilax spp.*	FAC	G,C

740 Disturbed **Approximately** **3.01 Acres**

This area has been cleared. The site is now vegetated with secondary and pioneer plant species.

Sandspur	*Cenchrus echinatus*	FAC	G,C
Beggers ticks	*Bidens alba*	FACW	G.O
Chocolate weed	*Melochia corchorifolia*	FAC	G,C
Guineagrass	*Panicum maximum*	FAC-	G,O
Foxtail	*Setaria geniculata*	FAC	G,O
Broom sedge	*Andropogon virginicus*	FAC-	G,C
Whitehead broom	*Spermacoce verticillata*	FAC	G,C
flat sedge	*Cyperus ligularis*	FACW	G,O
yellow nut sedge	*Cyperus esculentus*	FAC	G,O
flat sedge	*Cyperus difformis*	OBL	G,O
Finger grass	*Eustachys petraea*	FAC	G,O
crabgrass	*Digitaria cilaris*	FAC	G,O
bluehearts	*Buchnera Americana*	FAC	G,C
Dog fennel	*Eupatorium capillifolium*	FACW	G,C
pineland heliotrope	*Heliotropium polyphyllum*	FAC	G,O

832 FPL EASEMENT **Approximately** **0.35 Acres**

ABREVIATIONS – **Canopy (Cp), Midstory (M), Ground Cover (G)**

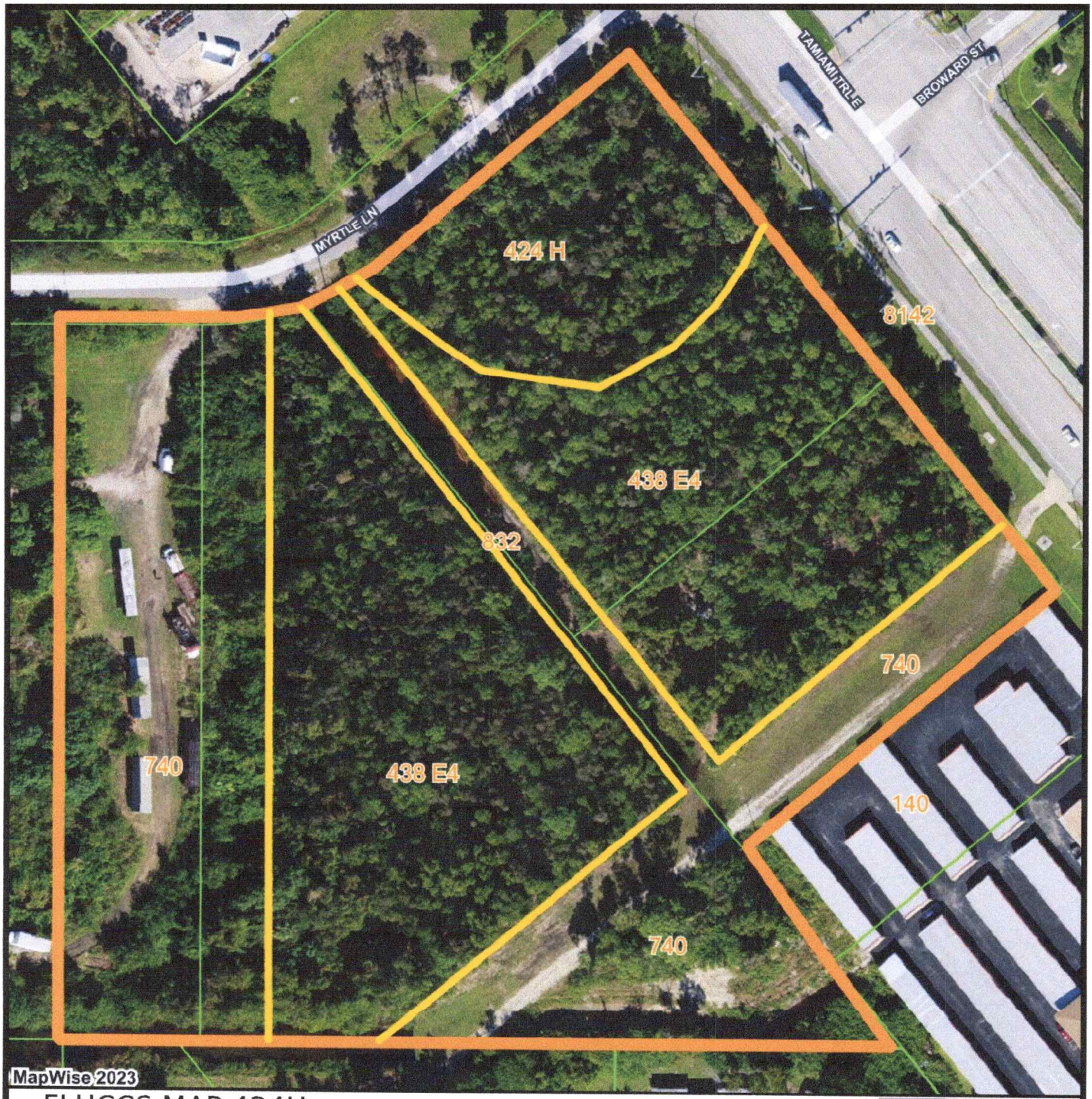
Dominant (D), Common (C), Occasional (O)

INDICATOR STATUS - **Obligate (OBL), Facultative wet plants (FACW), Facultative plants (FAC), Upland (UPL)**

OUTSIDE PROJECT FOOTPRINT

140- **Commercial/Office**

8142- **US 41- Divided Roadway**



FLUCCS MAP 424H - HYDRIC MELALEUCA, 438E4 - MIXED HARDWOODS 76 - 100% EXOTICS, 740 - DISTURBED, 832 - FPL

Labels Drawing
Points Drawing
Lines Drawing
Polygons Drawing
Selected Custom Parcels
Streets MapWise
County Boundaries
Parcel Outlines

N



0 60 120 180 ft

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WILDLIFE SPECIES OBSERVED

Common Name	Species	Status
Amphibian & Reptiles:		
Brown anole	Anolis sagrei	
Birds:		
Dove- mourning	Zenaida macrour	
Bluejay	Cyanocitta cristata	
Northern mockingbird	Mimus polyglottos	
Cardinal	Richmondena cardinalis	
Vulture, turkey	Cathartes aura	
Vulture, Black	Coragyps atratus	
Red bellied woodpecker	Melanerpes carolinus	
Mammals:		
Raccoon	Procyon lotor	
Nine-banded armadillo	Dasypus novemcinctu	

BLACK BEAR NUISANCE CALLS



1/30/2024, 1:15:25 PM

Black Bear Calls

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Florida Fish and Wildlife Conservation Commission-Fish and Wildlife Research Institute, University of South Florida, County of Collier, Esri, HERE,

TRGIS User

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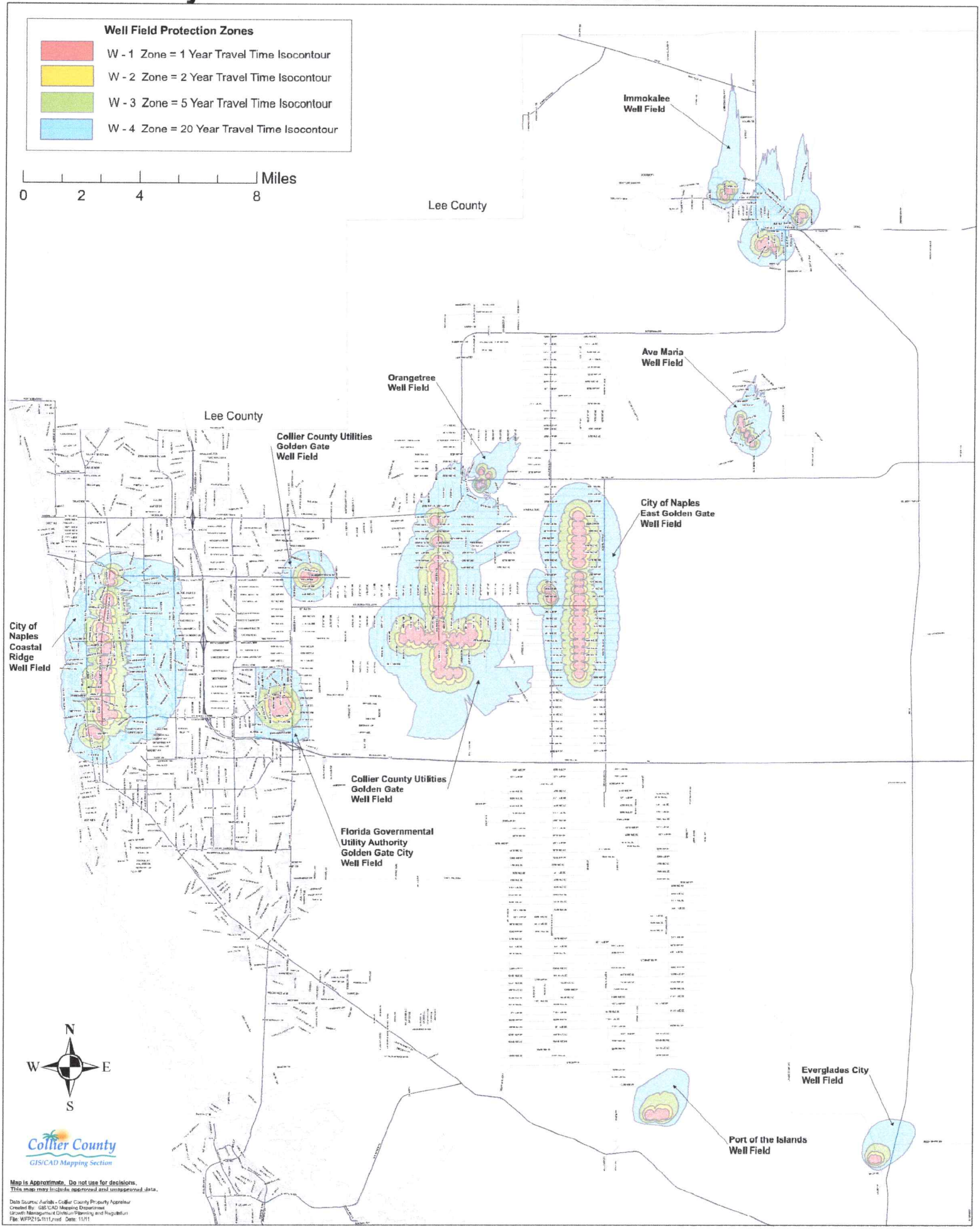
COLLIER COUNTY WELL FIELDS

Collier County Well Field Protection Zones 2010



Traffic Impact Statement

U-Haul Relocation
CPUDZ Application

Collier County, Florida
08/20/2024

Prepared for:

Metropolitan Naples, LLC
1500 Fifth Ave S, Suite 106
Naples, FL 34102
Phone: 239-514-4001

Prepared by:

Trebilcock Consulting Solutions, PA
2800 Davis Boulevard, Suite 200
Naples, FL 34104
Phone: 239-566-9551
Email: ntrebilcock@trebilcock.biz

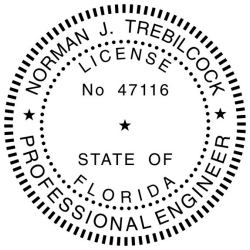
Collier County Transportation Methodology Fee* – $500.00 Fee

Collier County Transportation Review Fee* – Minor Study – $750.00 Fee

Note – *to be collected at time of first submittal

Statement of Certification

I certify that this Traffic Impact Statement has been prepared by me or under my immediate supervision and that I have experience and training in the field of Traffic and Transportation Engineering.



Norman J. Trebilcock, AICP, PE, PTOE
FL Registration No. 47116
Trebilcock Consulting Solutions, PA
2800 Davis Boulevard, Suite 200
Naples, FL 34104
Company Cert. of Auth. No. 27796

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Project Description

The applicant is proposing to rezone property from the Myrtle Woods CPUD and RFM-6 Zoning Districts to a Commercial PUD to allow development of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses. This will be a replacement facility for the existing U-Haul facility 5 miles to the west in the Mini-triangle redevelopment area. The property is within Section 29, Township 50S, Range 26E and consists of ±8.24 acres. Refer to **Figure 1 – Project Location Map** and **Appendix A: Project Master Site Plan**.

Figure 1 – Project Location Map



The project will consist of a truck rental operation and 200,000 square feet (SF) of self-storage.

A methodology memorandum was transmitted via email to the Collier County Transportation Planning staff on January 24, 2024 (ref. **Appendix B: Initial Meeting Checklist (Methodology Meeting)**).

The project access connection to the surrounding roadway network is proposed as direct connections onto US 41 East and Myrtle Ln (emergency only). A detailed evaluation will be performed at the time of site development permitting.

The analysis year is 2029.

Trip Generation

The PUD is treated for trip generation purposes as 3,000 SF of truck rental office space represented by Institute of Transportation Engineers (ITE) land use code (LUC) 812, 200,000 SF of self-storage (LUC 151), and the three-day average peak hour trips counted at the existing site (daily not available) factored to peak season using the FDOT 2023 Countywide peak season conversion factor (all in **Appendix E)**.

The ITE rates or equations are used for the trip generation calculations, as applicable. The ITE 11th edition data pages are provided in **Appendix C**. The trip generation associated with the proposed build-out condition is summarized in **Table 1.**

Under the existing zoning, a typical development scenario could be 61,000 SF of shopping center. Its net new trip generation (excluding pass-by trips) is shown in **Table 1** for comparison (see **Appendix C** for details). The proposed development is projected to generate significantly less traffic.

Table 1 - Trip Generation

Use	ITE LU#	Measure-ment Unit	# of Units	Rate (1) or Eqn. (2)			Trips	Daily Traffic	Reduct-ion %	PM Peak Hour			Reduct-ion %	AM Peak Hour		
				Daily	AM	PM				In	Out	Total		In	Out	Total
Building Material and Lumber Store	812	1000 SF	3.000	1	1	1	Total	51		3	4	7		3	2	5
Mini-Warehouse	151	1000 SF	200	1	1	1		290		14	16	30		11	7	18
Existing Site										13	12	25		8	8	16
Total								341		30	32	62		22	17	39
Existing								3,501		116	122	238		49	30	79
Net Change								(3,160)	-	(86)	(90)	(176)	-	(27)	(13)	(40)

Trip Generation Rates from ITE *Trip Generation Manual* 11th Ed.

U-Haul Existing Site Traffic Counts in Appendix E - Existing Daily traffic not available.

In agreement with the Collier County TIS guidelines, significantly impacted roadways are identified based on the proposed project highest peak hour trip generation (net new total trips) and consistent with the peak hour of the adjacent street traffic. Based on the information contained in the Collier County 2023 Annual Update and Inventory Report (AUIR), the peak hour for the adjacent roadway network is PM peak hour.

The estimated effect on external trips at project buildout condition is a reduction of 176 PM peak hour two-way trips (adjusted).

The maximum total daily trip generation for the PUD shall not exceed 62 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.

Trip Distribution and Assignment

The distribution of project traffic was estimated by adding a new traffic analysis zone (TAZ# 2986) to the District 1 Regional Planning Model (D1RPM) containing 40 commercial employees consistent with the expected employment for the truck rental operation and the self-storage unit. **Figure 2** shows the distribution percentages produced by the adopted model in the immediate vicinity of the project.

Figure 2 - Trip Distribution

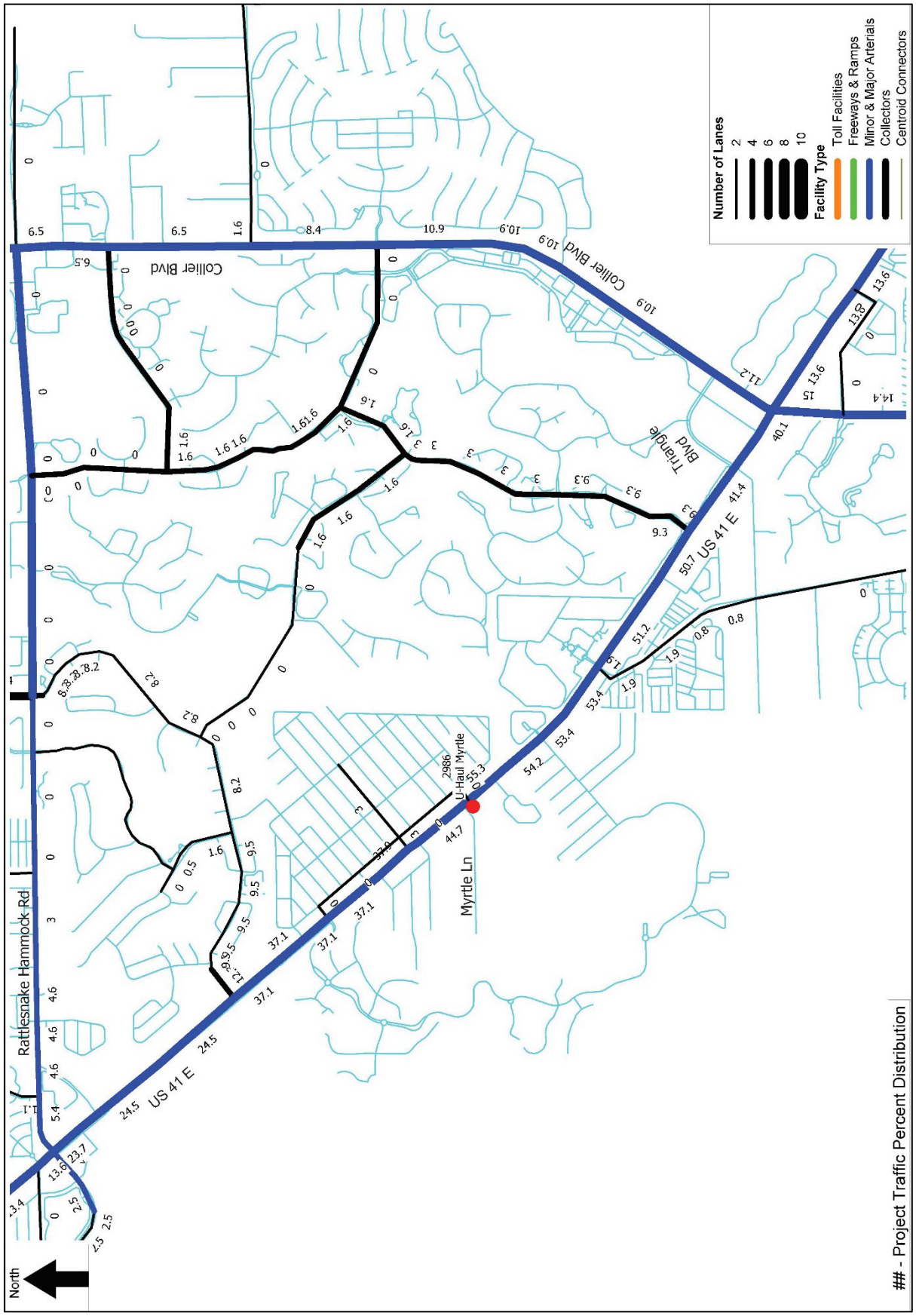


Table 2 contains the arterial and collector road segments on which the project has a significant impact or were reviewed to confirm the limit of significant impact. The distribution percentages are the averages of those at the segment endpoints in **Figure 2**. The traffic volume distributed is the project's estimated impact (62 peak hour two-way).

The calculations that **Table 2** contains are performed with more decimal places than those displayed. Using only the displayed decimals may yield slightly different results.

Table 2 –Project Traffic Distribution and PM Peak Hour Impact

AUIR ID #	Roadway Link	From	To	Percent of Total Project Traffic (1)	PM Peak Hour Project Traffic N/E (2)	PM Peak Hour Project Traffic S/W (2)	Existing Configuration (3)	LOS Minimum Standard	Peak Hour Peak Direction Service Volume (3)	Significance Threshold (%) (4)	Peak Direction Project Traffic as Percentage of Service Volume	Significant Impact Y/N
93.0	Tamiami Trail East	Rattlesnake Hammock Road	Myrtle Ln	34.2	10	11	6D	E	3000	2	0.4	No
93.0	Tamiami Trail East	Myrtle Ln	Triangle Boulevard	48.4	15	15	6D	E	3000	2	0.5	No

Notes: 1) Figure 2, average of segment endpoints.
2) Percentage times PM peak hour net new external directional project traffic totals Table 1
3) 2023 AUIR
4) Collier County TIS Guidelines

Future Background Traffic Volumes

Tables 3 through 5 contain the road segments to which the project connects.

The existing roadway conditions for arterials and collectors are from the Collier County 2023 AUIR.

In **Table 3**, the annual growth rate listed for arterials and collectors is the one used in the 2023 AUIR to predict future deficiencies and is used to inflate the existing year peak hour peak direction volume from the 2023 AUIR for the first five years (two percent thereafter).

For arterials and collectors, the growth rate derived result is compared with the 2023 AUIR volume plus the trip bank volume. The higher of the two results is used as the future background traffic volume. The calculations that **Table 3** contains are performed with more decimal places than those displayed. Using only the displayed decimals may yield slightly different results.

Table 3 – Future Background Traffic

AUIR ID #	Roadway Link	From	To	Existing Year	Existing Year Peak Hour Peak Direct-ion Volume (1)	Peak Direct-ion (1)	AUIR Annual Percent Growth Rate for First 5 years (1)	Growth Factor (2)	Trip Bank Volume (1)	2029 Growth Rate Based Peak Hour Peak Direction Back-ground Traffic Volume	AUIR + Trip Bank Volume	2029 Peak Hour Peak Direct-ion Back ground Traffic Volume (3)
93.0	Tamiami Trail East	Rattlesnake Hammock Road	Myrtle Ln	2023	2290	E	2.0%	1.126	403	2579	2693	2693
93.0	Tamiami Trail East	Myrtle Ln	Triangle Boulevard	2023	2290	E	2.0%	1.126	403	2579	2693	2693

Notes: 1) 2023 AUIR

2) Growth Factor assumes 2% annual growth after the first 5 years.

3) Greater of Growth based estimate or Existing + Trip Bank

Existing and Future Roadway Conditions Without Project

For arterials and collectors, the future roadway conditions are based on the current Collier County 5-Year Work Program. Roadway improvements that are currently under construction, scheduled to be constructed within the five-year Transportation Improvement Plan (TIP) or Capital Improvement Program (CIP) are considered committed improvements. There are no scheduled improvements to analyzed roadway segments.

Existing and future roadway conditions are illustrated in **Table 4**. The analyzed segments are operating at acceptable level of service in existing conditions. Due to future background traffic all segments are projected to operate at acceptable level of service.

The calculations that **Table 4** contains are performed with more decimal places than those displayed. Using only the displayed decimals may yield slightly different results.

Table 4 – Existing and Future Roadway Conditions

AUIR ID #	Roadway Link	From	To	Existing Configuration (1)	Existing Peak Hour Peak Direction Service Volume (1)	Existing Year Peak Hour Peak Direction Volume (1)	Existing Year V/C	Level of Service Deficiency Yes/ No	2029 Future Configuration (2)	Improved	2029 Peak Hour Peak Direction Service Volume (2)	2029 Peak Hour Peak Direction Background Traffic Volume (3)	2029 Background Traffic V/C	2029 Level of Service Deficiency Yes/ No
93.0	Tamiami Trail East	Rattlesnake Hammock Road	Myrtle Ln	6D	3000	2290	0.76	No	6D	No	3000	2693	0.90	No
93.0	Tamiami Trail East	Myrtle Ln	Triangle Boulevard	6D	3000	2290	0.76	No	6D	No	3000	2693	0.90	No

Notes: 1) 2023 AUIR

2) 2023 AUIR or funded improvements

3) Table 3

Future Conditions With Project

Table 5 adds the project traffic volumes developed in **Table 2** to the 2029 background traffic volumes developed in **Table 3.** In cases where the peak direction of project traffic aligns with the peak direction of background traffic, the background traffic portion of the total traffic is the peak hour peak direction volume from **Table 3**.

In the cases where the two peak directions (background and project) are opposed, a D factor of 0.56 is assumed for the background traffic, the average of the values used for interrupted flow facilities in the FDOT Generalized Service Volume Table for Urbanized Areas (see **Appendix D**). This factor is used to estimate the background two-way volume, and hence to establish the two directional components of that two-way volume. Directional project traffic volumes from **Table 2** are added and the maximum of the resulting two total traffic directional volumes is used as the basis of analysis.

All of the analyzed segments are projected to operate at acceptable level of service when project traffic is added to future background traffic.

The calculations that the table contains are performed with more decimal places than those displayed. Using only the displayed decimals may yield slightly different results.

The analyzed roadway segments are not located within Collier County's Transportation Concurrency Exception Area (TCEA). In addition, the proposed development is not situated within a County designated Transportation Concurrency Management Area (TCMA). The TCEA's and TCMA's designations are provided in Policy 5.4 and 5.6 of the Transportation Element – Collier County Growth Management Plan (GMP).

Table 5 -Future Roadway Total Traffic Conditions

AUIR ID #	Roadway Link	From	To	2029 Peak Hour Peak Direct-ion Back-ground Traffic Volume (1)	Back-ground Traffic Peak Direct-ion (1)	PM Peak Hour Project Traffic N/E (2)	PM Peak Hour Project Traffic S/W (2)	Back-ground Traffic Direct-ional Split (3)	Back-ground Traffic N/E	Back-ground Traffic S/W	Total Traffic N/E	Total Traffic S/W	Total Traffic Analy-sis Vol-ume	2029 Peak Hour Peak Direct-ion Serv-ice Vol-ume (4)	2029 Total Traffic V/C	2029 Level of Service Defic-iency Yes/ No
93.0	Tamiami Trail East	Rattlesnake Hammock Road	Myrtle Ln	2693	N/E	10	11	0.56	2693	2116	2703	2127	2703	3000	0.90	No
93.0	Tamiami Trail East	Myrtle Ln	Triangle Boulevard	2693	N/E	15	15						2708	3000	0.90	No

Notes: 1) Table 3
2) Table 2
3) Appendix D
4) Table 4

Site Access Management

The site connection to US 41 East will be analyzed at the site development approval stage.

The posted speed is 50 mph. Left and right turn lanes are recommended based on travel speed.

The recommended deceleration length including taper is 290 feet.

Expected westbound Left Turn = 30 * 55.3% = 17 vehicles.

Expected eastbound Right turn = 30* 44.7% = 13 vehicles.

Improvement Analysis

Based on the results illustrated within this traffic analysis, the proposed project would have a de-minimis impact on the segments of US 41 E to which the project connects. Those segments are currently operating at acceptable level of service and all will operate at acceptable level of service in 2029 with or without project traffic.

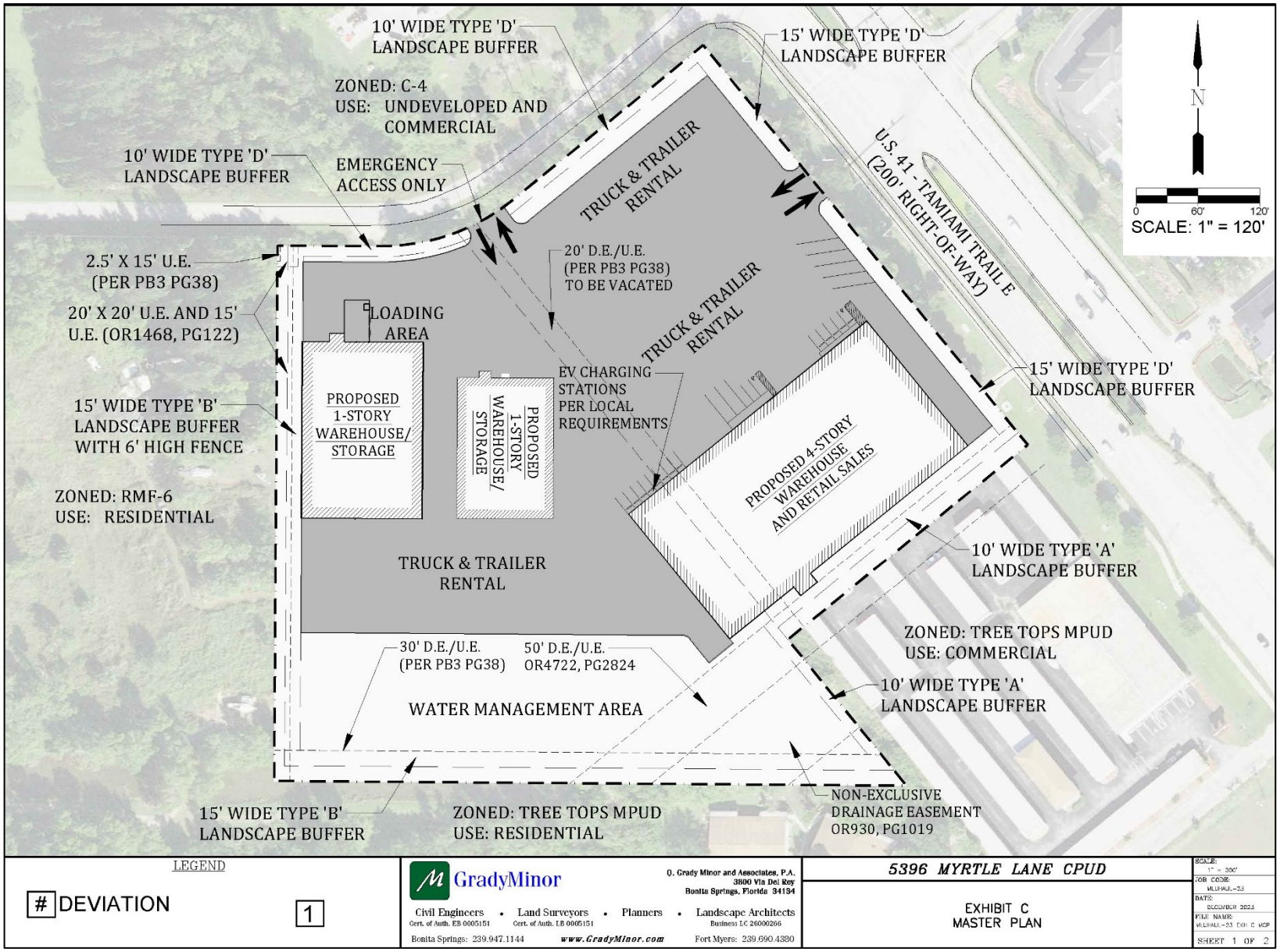
The maximum total daily trip generation for the CPUD shall not exceed **62** two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.

Mitigation of Impact

The developer proposes to pay the appropriate Collier County Road Impact Fee as building permits are issued for the project, as applicable.

Appendix A:

Project Master Site Plan


10' WIDE TYPE 'D' LANDSCAPE BUFFER
15' WIDE TYPE 'D' LANDSCAPE BUFFER
ZONED: C-4
USE: UNDEVELOPED AND COMMERCIAL
10' WIDE TYPE 'D' LANDSCAPE BUFFER
EMERGENCY ACCESS ONLY
TRUCK & TRAILER RENTAL
U.S. 41 - TAMIAMI TRAIL E (200' RIGHT-OF-WAY)
N
0 60' 120'
SCALE: 1" = 120'
2.5' X 15' U.E. (PER PB3 PG38)
20' X 20' U.E. AND 15' U.E. (OR1468, PG122)
LOADING AREA
20' D.E./U.E. (PER PB3 PG38) TO BE VACATED
TRUCK & TRAILER RENTAL
EV CHARGING STATIONS PER LOCAL REQUIREMENTS
15' WIDE TYPE 'D' LANDSCAPE BUFFER
PROPOSED 1-STORY WAREHOUSE/ STORAGE
PROPOSED 1-STORY WAREHOUSE/ STORAGE
15' WIDE TYPE 'B' LANDSCAPE BUFFER WITH 6' HIGH FENCE
PROPOSED 4-STORY WAREHOUSE AND RETAIL SALES
ZONED: RMF-6
USE: RESIDENTIAL
10' WIDE TYPE 'A' LANDSCAPE BUFFER
TRUCK & TRAILER RENTAL
ZONED: TREE TOPS MPUD
USE: COMMERCIAL
30' D.E./U.E. (PER PB3 PG38)
50' D.E./U.E. OR4722, PG2824
10' WIDE TYPE 'A' LANDSCAPE BUFFER
WATER MANAGEMENT AREA
NON-EXCLUSIVE DRAINAGE EASEMENT OR930, PG1019
15' WIDE TYPE 'B' LANDSCAPE BUFFER
ZONED: TREE TOPS MPUD
USE: RESIDENTIAL
LEGEND
DEVIATION
1
GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
5396 MYRTLE LANE CPUD
EXHIBIT C
MASTER PLAN
SCALE: 1" = 200'
JOB CODE: MUHAUL-25
DATE: DECEMBER 2023
FILE NAME: MUHAUL-25 EXH C MCP
SHEET 1 OF 2

Appendix B:

Initial Meeting Checklist (Methodology Meeting)

INITIAL MEETING CHECKLIST

Suggestion: Use this Appendix as a worksheet to ensure that no important elements are overlooked. Cross out the items that do not apply, or N/A (not applicable).

Date: January 24, 2024 Time: N/A
Location: N/A – Via Email

People Attending:
Name, Organization, and Telephone Numbers

1) Michael Sawyer, Collier County Growth Management Division
2) Norman Trebilcock, TCS
3) Gavin Jones, TCS
4) Ciprian Malaescu, TCS

Study Preparer:
Preparer's Name and Title: Norman Trebilcock, AICP, PE
Organization: Trebilcock Consulting Solutions, PA
Address & Telephone Number: 2800 Davis Boulevard, Suite 200, Naples, FL 34104; ph 239-566-9551

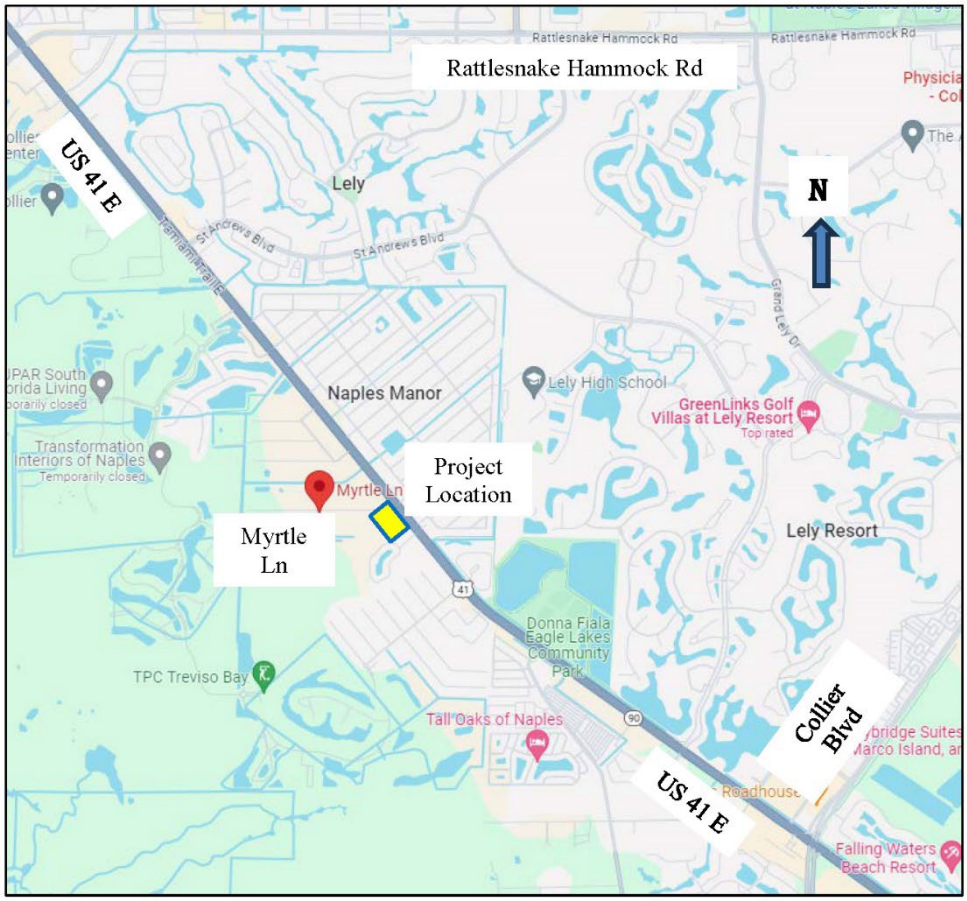
Reviewer(s):
Reviewer's Name & Title: Michael Sawyer
Organization & Telephone Number: Collier County Transportation Development Review 239-252-2926

Applicant:
Applicant's Name: Metropolitan Naples, LLC
Address: 1500 Fifth Ave S, Suite 106, Naples, FL 34102
Telephone Number: 239-514-4001

Proposed Development:
Name: U-Haul Relocation
Location: on the south side of Tamiami Trail E at the intersection of Myrtle Ln. (refer to **Figure 1**).

Page **1** of **7**

Figure 1 – Project Location Map



Land Use Type: Mix of truck rental and self-storage.

ITE Code#s:

ITE has no land use code (LUC) for truck rental. LUC 812 Building Material and Lumber Store is proposed as a comparable use and possible replacement for Custom.

Custom – Driveway volume counts at existing location of the truck rental and moving related retail sales.

LUC 151 – Mini-Warehouse.

Description: The application seeks to allow the relocated U-Haul truck rental operation moving from its current location (US 41 E east of its intersection with Davis Blvd.), and add self-storage uses.

Zoning
Existing: Commercial Planned Unit Development (CPUD)
Comprehensive plan recommendation: Urban Fringe.
Requested: PUD Amendment.

Findings of the Preliminary Study:
Study type: Since projected net external AM or PM 2-way peak hour project traffic are expected to be less than 100, this study is expected to qualify as a Minor Study TIS.
Proposed TIS will include trip generation, traffic distribution and assignments, significance test (based on 2%/2%/3% criterion), and operational site access analysis.
The report will provide existing LOS and document the impact the proposed project will have on designated arterial and collector roads.
Roadway concurrency analysis – based on estimated net external PM peak hour traffic.
The TIS shall be consistent with Collier County TIS Guidelines and Procedures.
Site access is via direct access from US 41 East and Myrtle Ln. Access operations will be evaluated at the time of development order application.
No intersection analysis will be provided with the initial report and there will be a follow up operations analysis coordinated with the FDOT.

Study Type: (if not net increase, operational study)

Small Scale TIS	☐	Minor TIS	☒
Major TIS	☐		

Study Area:
Boundaries: Arterial and Collector roads significantly impacted.
Additional intersections to be analyzed: N/A
Build Out Year: 2029
Planning Horizon Year: 2029
Analysis Time Period(s): PM peak hour
Future Off-Site Developments: N/A
Source of Trip Generation Rates: ITE Trip Generation Manual, 11th Edition and driveway volume counts collected at the existing location.

Reductions in Trip Generation Rates:

None: N/A
Pass-by trips: N/A
Internal trips: N/A
Transit use: N/A
Other: N/A

Horizon Year Roadway Network Improvements: 2029

Methodology & Assumptions:
Non-site traffic estimates: Collier County traffic counts and 2023 AUIR

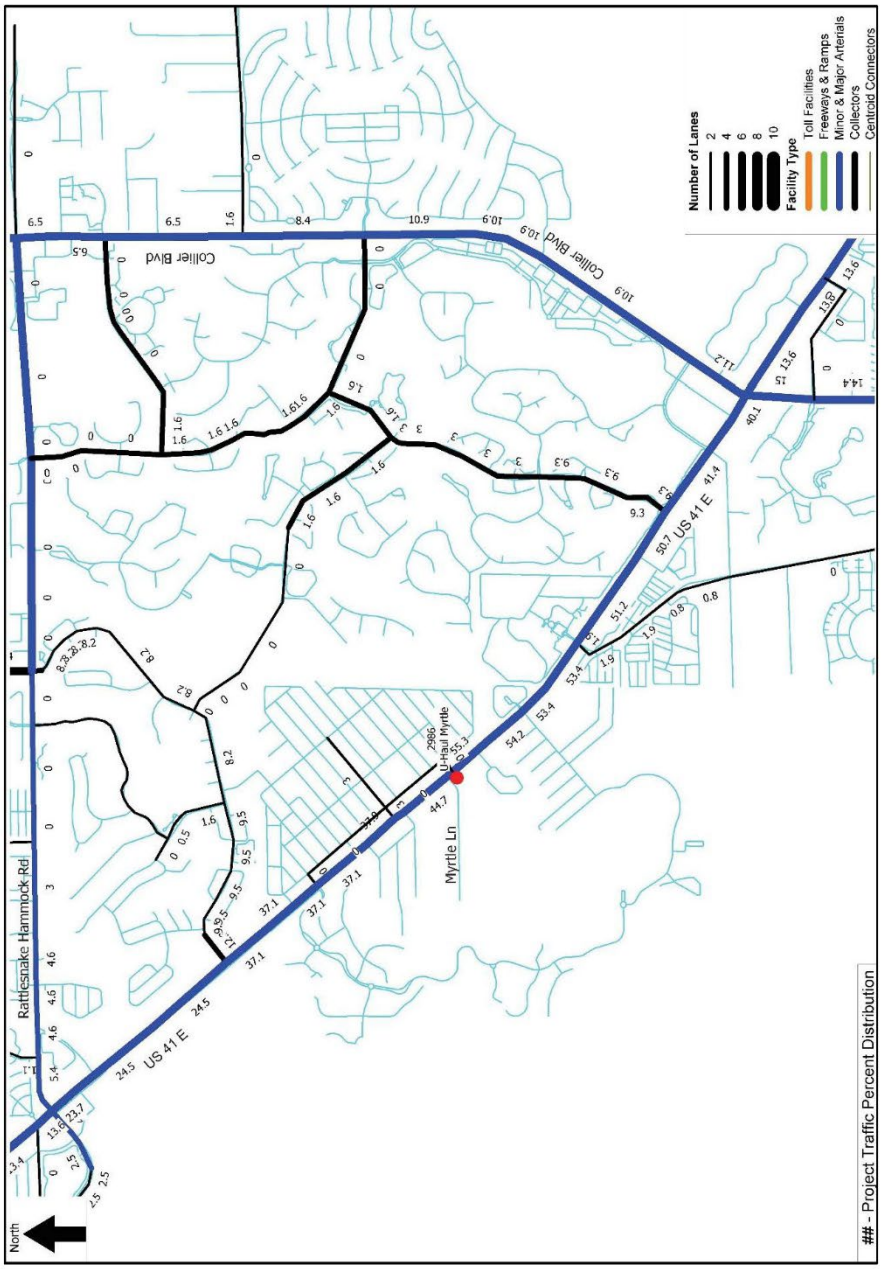
Site-trip generation: Mix of custom rate and ITE 11th Edition. Driveway volume counts are being collected at the existing location. and will be used to provide an estimate of the expected trip generation at the new location of the truck rental operation at the new location.

Trip distribution method: District 1 Regional Planning Model Adopted 2045 Cost Feasible-network, refer to **Figure 2.**

Traffic assignment method: project trip generation with background growth.
Traffic growth rate: historical growth rate or 2% minimum.
Turning movements: Site Access: direct access onto US 41 East and Myrtle Ln.

Special Features: (from preliminary study or prior experience)
Accident locations: N/A
Sight distance: N/A
Queuing: N/A
Access location & configuration: N/A
Traffic control: MUTCD
Signal system location & progression needs: N/A
On-site parking needs: N/A
Data Sources: CC 2023 AUIR
Base maps: N/A
Prior study reports: N/A
Access policy and jurisdiction: N/A
Review process: N/A
Requirements: N/A
Miscellaneous: N/A

Figure 2 – Project Trip Distribution



Small Scale Study – No Fee	_____
Minor Study - $750.00	X
Major Study - $1,500.00	_____
Methodology Fee $500.00	X
Includes 0 intersections	_____
Additional Intersections - $500.00 each	_____

All fees will be agreed to during the Methodology meeting and must be paid to Transportation prior to our sign-off on the application.

==========

SIGNATURES

Norman Trebilcock

Study Preparer—Norman Trebilcock

_____

Reviewer(s)

_____

Applicant

Collier County
Traffic Impact Study Review Fee Schedule

Fees will be paid incrementally as the development proceeds: Methodology Review, Analysis Review, and Sufficiency Reviews. Fees for additional meetings or other optional services are also provided below.

Methodology Review - $500 Fee
Methodology Review includes review of a submitted methodology statement, including review of submitted trip generation estimate(s), distribution, assignment, and review of a "Small Scale Study" determination, written approval/comments on a proposed methodology statement, and written confirmation of a re-submitted, amended methodology statement, and one meeting in Collier County, if needed.

"Small Scale Study" Review - No Additional Fee (Includes one sufficiency review)
Upon approval of the methodology review, the applicant may submit the study. The review includes: a concurrency determination, site access inspection and confirmation of the study compliance with trip generation, distribution and maximum threshold compliance.

"Minor Study Review" - $750 Fee (Includes one sufficiency review)
Review of the submitted traffic analysis includes: optional field visit to site, confirmation of trip generation, distribution, and assignment, concurrency determination, confirmation of committed improvements, review of traffic volume data collected/assembled, review of off-site improvements within the right-of-way, review of site access and circulation, and preparation and review of "sufficiency" comments/questions.

"Major Study Review" - $1,500 Fee (Includes two intersection analysis and two sufficiency reviews)
Review of the submitted traffic analysis includes: field visit to site, confirmation of trip generation, special trip generation and/or trip length study, distribution and assignment, concurrency determination, confirmation of committed improvements, review of traffic volume data collected/assembled, review of traffic growth analysis, review of off-site roadway operations and capacity analysis, review of site access and circulation, neighborhood traffic intrusion issues, any necessary improvement proposals and associated cost estimates, and preparation and review of up to two rounds of "sufficiency" comments/questions and/or recommended conditions of approval.

"Additional intersection Review" - $500 Fee
The review of additional intersections shall include the same parameters as outlined in the "Major Study Review" and shall apply to each intersection above the first two intersections included in the "Major Study Review"

"Additional Sufficiency Reviews" - $500 Fee
Additional sufficiency reviews beyond those initially included in the appropriate study shall require the additional Fee prior to the completion of the review.

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Appendix C:

Trip Generation

ITE Code	Description	Independ-ent Variable	Avg. Rate	Eqn. Linear (1) or Exp (2)	Coeff. A	Coeff. B	Avg. Rate	Eqn. Linear (1) or Exp (2)	Coeff. A	Coeff. B	Enter-ing Split	Avg. Rate	Eqn. Linear (1) or Exp (2)	Coeff. A	Coeff. B	Enter-ing Split
821N	Shopping Plaza 40K-150K - Supermarket No	1000 SF	67.52				1.73				0.62	5.19				0.49
151	Mini-Warehouse	1000 SF	1.45				0.09				0.59	0.15				0.47
812	Building Material and Lumber Store	1000 SF	17.05				1.59				0.62	2.25				0.46

Existing Permitted Trip Generation

Use	ITE LU#	Measure-ment Unit	# of Units	Rate (1) or Eqn. (2)			Trips	Daily Traffic	PM Peak Hour				AM Peak Hour			
				Daily	AM	PM			Reduct-ion %	In	Out	Total	Reduc t- ion %	In	Out	Total
Shopping Plaza 40K-150K - Supermarket No	821N	1000 SF	61.000	1	1	1	Total	4,119		155	162	317		66	40	106
							Pass-By	618	25	39	40	79	25	17	10	27
							Net New	3,501		116	122	238		49	30	79

Trip Generation Rates from ITE *Trip Generation Manual* 11th Ed.

Daily Pass-by Capture Rate 10% less than the Peak Hour Rate

Proposed Trip Generation

Use	ITE LU#	Measure-ment Unit	# of Units	Rate (1) or Eqn. (2)			Daily Traffic	PM Peak Hour			AM Peak Hour		
				Daily	AM	PM		In	Out	Total	In	Out	Total
Building Material and Lumber Store	812	1000 SF	3.000	1	1	1	51	3	4	7	3	2	5
Mini-Warehouse	151	1000 SF	200	1	1	1	290	14	16	30	11	7	18
Existing Site								13	12	25	8	8	16
							341	30	32	62	22	17	39

Trip Generation Rates from ITE *Trip Generation Manual* 11th Ed.

U-Haul Existing Site Traffic Counts in Appendix E - Existing Daily traffic not available.

Land Use: 151
Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, Massachusetts, Minnesota, Nevada, New Jersey, Texas, and Utah.

Source Numbers

212, 403, 551, 568, 642, 708, 724, 850, 868, 876, 1024, 1035

Mini-Warehouse
(151)

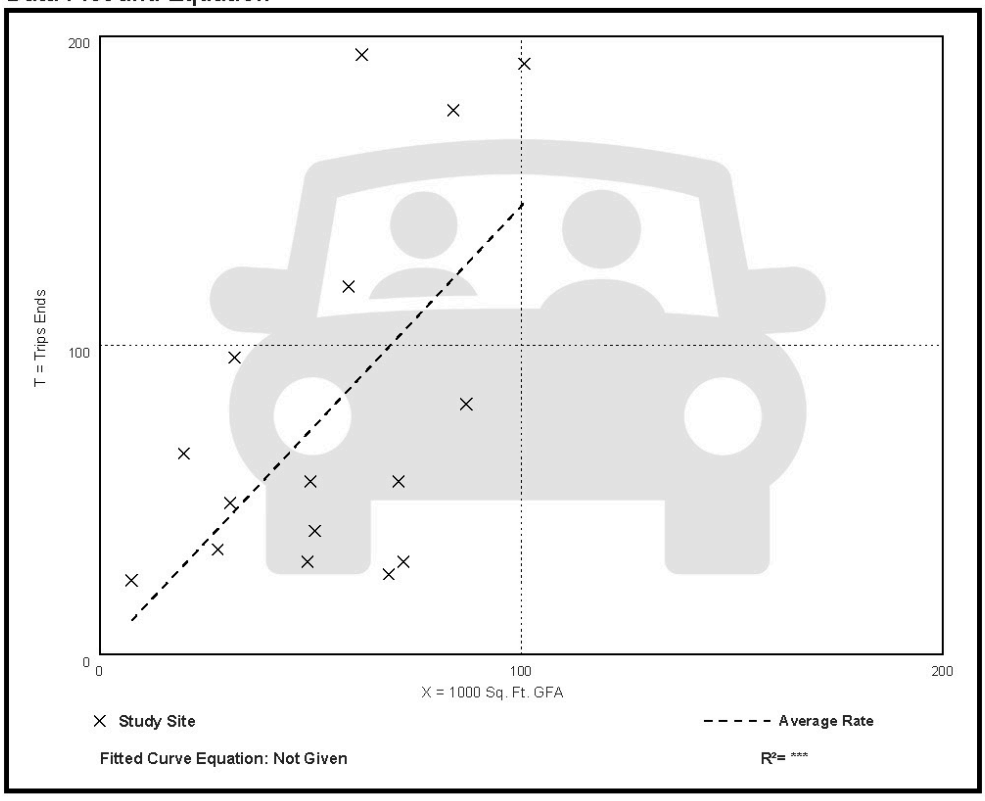
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 55
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



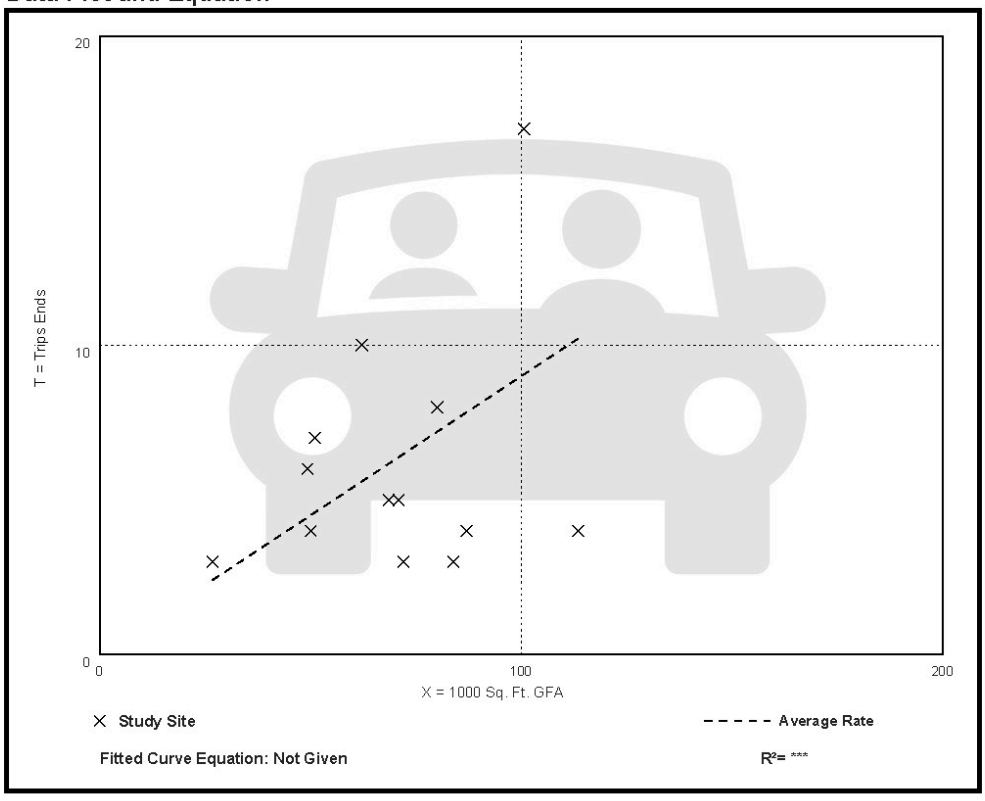
Mini-Warehouse
(151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 13
Avg. 1000 Sq. Ft. GFA: 70
Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.09	0.04 - 0.17	0.05

Data Plot and Equation



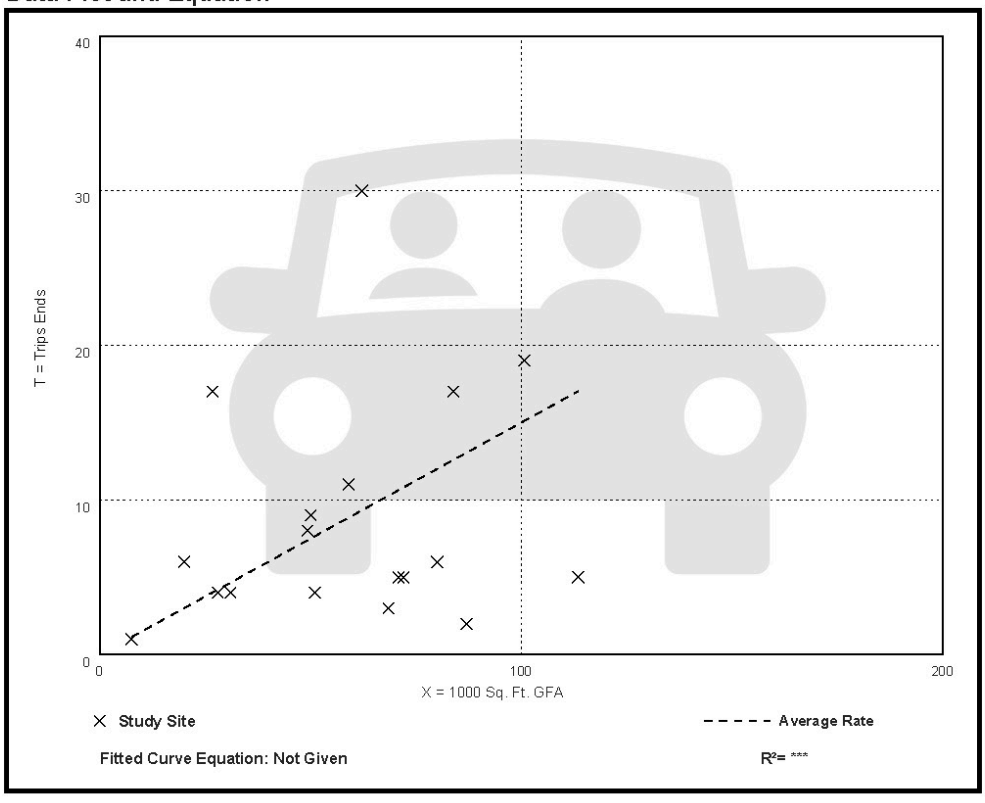
Mini-Warehouse
(151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 59
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.15	0.02 - 0.64	0.14

Data Plot and Equation



Land Use: 812
Building Materials and Lumber Store

Description

A building materials and lumber store is a free-standing building that sells hardware, building materials, and lumber. The lumber may be stored in the main building, yard, or storage shed. Hardware/paint store (Land Use 816) and home improvement superstore (Land Use 862) are related uses.

Additional Data

An outside storage area is not included in the overall gross floor area measurements. However, if the storage area is located within the principal outside faces of the exterior walls, it is included in the overall gross floor area of the building.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s and the 2010s in California, New York, Texas, and Washington.

Source Numbers

126, 280, 879, 1019

Building Materials and Lumber Store
(812)

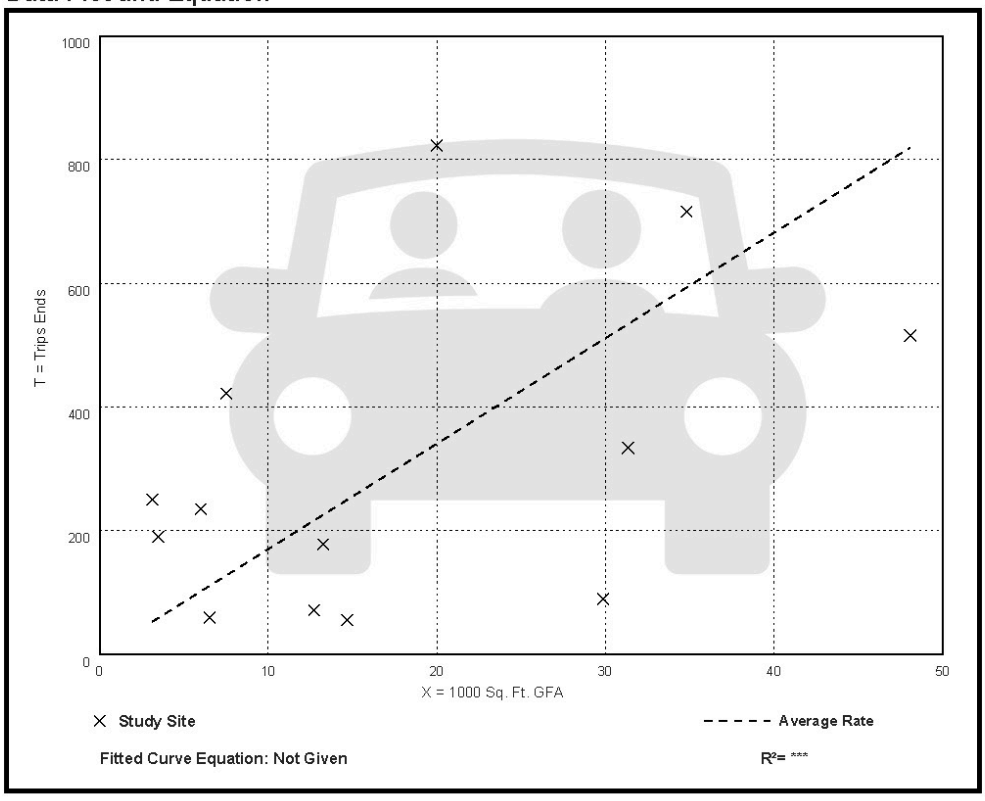
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 13
Avg. 1000 Sq. Ft. GFA: 18
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
17.05	3.02 - 80.45	16.46

Data Plot and Equation



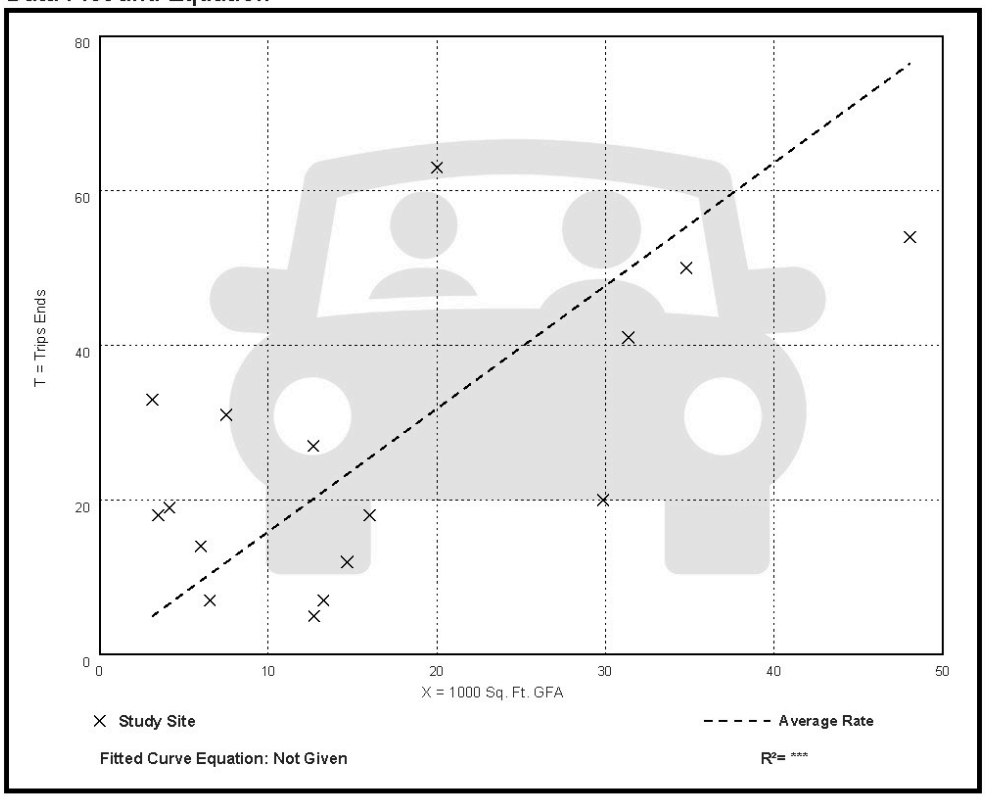
Building Materials and Lumber Store
(812)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 17
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.59	0.39 - 10.58	1.46

Data Plot and Equation



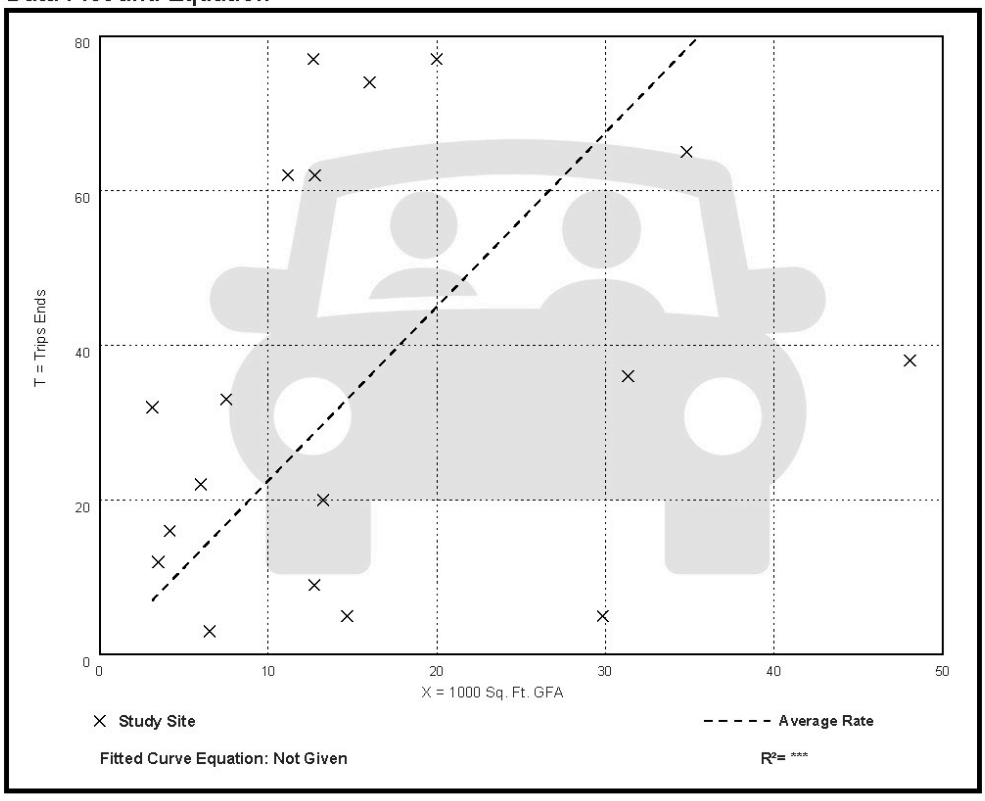
Building Materials and Lumber Store
(812)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 16
Directional Distribution: 46% entering, 54% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.25	0.17 - 10.26	2.09

Data Plot and Equation



Land Use: 821
Shopping Plaza (40-150k)

Description

A shopping plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA). The term "plaza" in the land use name rather than "center" is simply a means of distinction between the different shopping center size ranges. Various other names are commonly used to categorize a shopping plaza within this size range, depending on its specific size and tenants, such as neighborhood center, community center, and fashion center.

Its major tenant is often a supermarket but many sites are anchored by home improvement, discount, or other stores. A shopping plaza typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants. A shopping plaza is almost always open-air and the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between shopping plaza and shopping center (Land Use 820) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

The 40,000 square feet GFA threshold between shopping plaza and strip retail plaza (Land Use 822) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land Use 820), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Land Use Subcategory

The presence or absence of a supermarket in a shopping plaza has been determined to have a measurable effect on site trip generation. Therefore, data are presented for two subcategories for this land use: sites with a supermarket anchor and sites without a supermarket.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

105, 110, 156, 159, 186, 198, 204, 211, 213, 239, 259, 260, 295, 301, 304, 305, 307, 317, 319, 358, 376, 390, 400, 404, 437, 444, 446, 507, 580, 598, 658, 728, 908, 926, 944, 946, 960, 973, 974, 1004, 1009, 1025, 1069

Shopping Plaza (40-150k) - Supermarket - No (821)

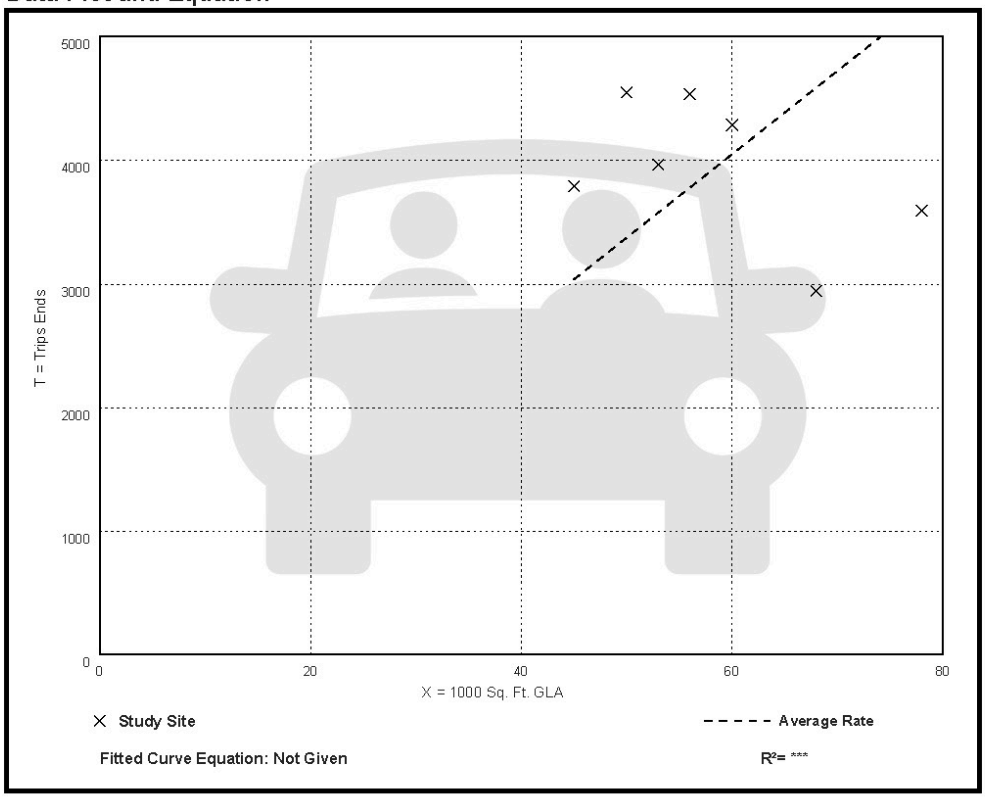
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 7
Avg. 1000 Sq. Ft. GLA: 59
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
67.52	43.29 - 91.06	19.25

Data Plot and Equation



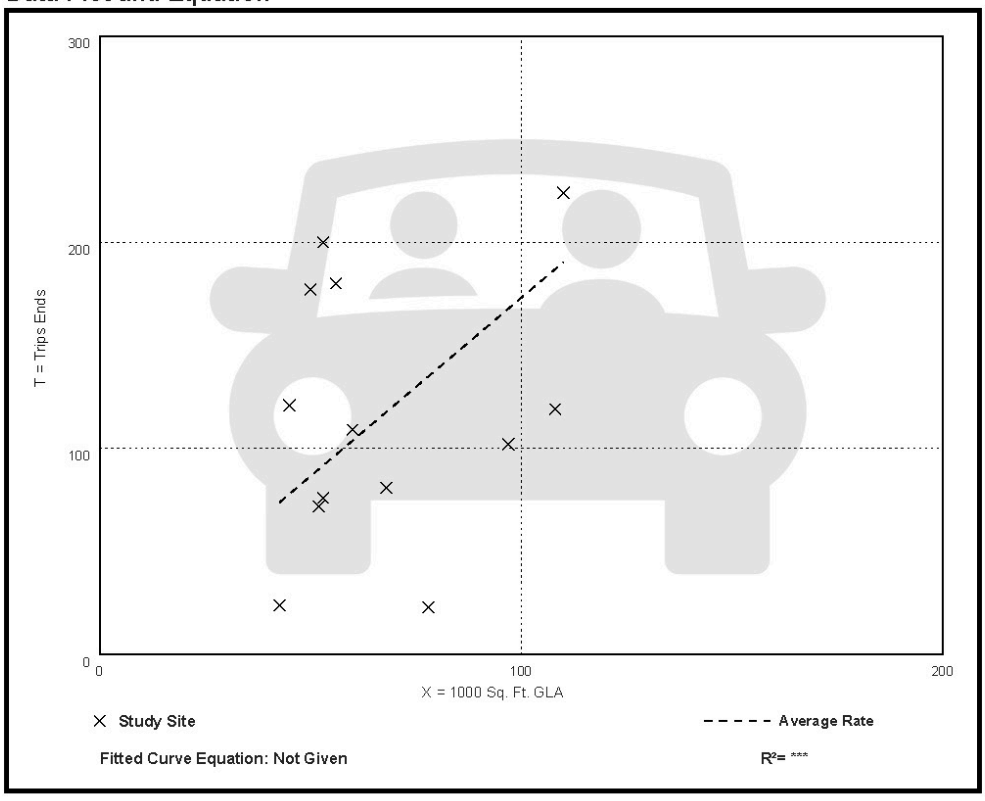
Shopping Plaza (40-150k) - Supermarket - No (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 13
Avg. 1000 Sq. Ft. GLA: 67
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
1.73	0.29 - 3.77	1.06

Data Plot and Equation



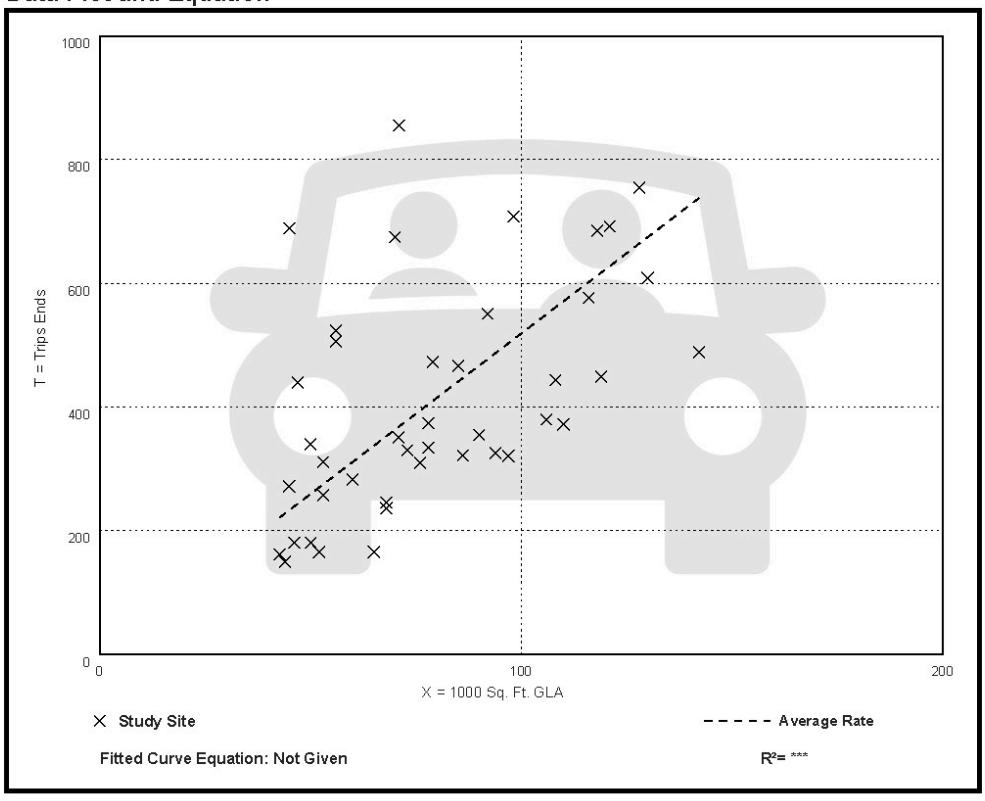
Shopping Plaza (40-150k) - Supermarket - No (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 42
Avg. 1000 Sq. Ft. GLA: 79
Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
5.19	2.55 - 15.31	2.28

Data Plot and Equation



Appendix D:

FDOT Generalized Level of Service Tables

TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways -10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
2	2,230	3,100	3,740	4,080
3	3,280	4,570	5,620	6,130
4	4,310	6,030	7,490	8,170
5	5,390	7,430	9,370	10,220
6	6,380	8,990	11,510	12,760

Urbanized

Lanes	B	C	D	E
2	2,270	3,100	3,890	4,230
3	3,410	4,650	5,780	6,340
4	4,550	6,200	7,680	8,460
5	5,690	7,760	9,520	10,570

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+1,000	+5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	580	890	1,200	1,610
2	Divided	1,800	2,600	3,280	3,730
3	Divided	2,700	3,900	4,920	5,600

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

TABLE 7
(continued)

Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INPUT VALUE ASSUMPTIONS	Uninterrupted Flow Facilities				Interrupted Flow Facilities					
					State Arterials				Class I	
	Freeways	Core Freeways	Highways		Class I		Class II		Bicycle	Pedestrian
ROADWAY CHARACTERISTICS										
Area type (urban, rural)	urban	urban								
Number of through lanes (both dir.)	4-10	4-12	2	4-6	2	4-8	2	4-8	4	4
Posted speed (mph)	70	65	50	50	45	50	30	30	45	45
Free flow speed (mph)	75	70	55	55	50	55	35	35	50	50
Auxiliary Lanes (n,y)	n	n								
Median (d, twlt, n, nr, r)				d	n	r	n	r	r	r
Terrain (l,r)	l	l	l	l	l	l	l	l	l	l
% no passing zone			80							
Exclusive left turn lane impact (n, y)			[n]	y	y	y	y	y	y	y
Exclusive right turn lanes (n, y)					n	n	n	n	n	n
Facility length (mi)	3	3	5	5	2	2	1.9	1.8	2	2
TRAFFIC CHARACTERISTICS										
Planning analysis hour factor (K)	0.090	0.085	0.090	0.090	0.090	0.090	0.090	0.090	0.090	0.090
Directional distribution factor (D)	0.55	0.55	0.55	0.55	0.550	0.560	0.565	0.560	0.565	0.565
Peak hour factor (PHF)	0.95	0.95	0.95	0.95	1.000	1.000	1.000	1.000	1.000	1.000
Base saturation flow rate (pcphpl)	2,400	2,400	1,700	2,200	1,950	1,950	1,950	1,950	1,950	1,950
Heavy vehicle percent	4.0	4.0	2.0	2.0	1.0	1.0	1.0	1.0	2.5	2.0
Speed Adjustment Factor (SAF)	0.975	0.975		0.975						
Capacity Adjustment Factor (CAF)	0.968	0.968		0.968						
% left turns					12	12	12	12	12	12
% right turns					12	12	12	12	12	12
CONTROL CHARACTERISTICS										
Number of signals					4	4	10	10	4	6
Arrival type (1-6)					3	3	4	4	4	4
Signal type (a, c, p)					c	c	c	c	c	c
Cycle length (C)					120	150	120	120	120	120
Effective green ratio (g/C)					0.44	0.45	0.44	0.44	0.44	0.44
MULTIMODAL CHARACTERISTICS										
Paved shoulder/bicycle lane (n, y)									n, 50%, y	n
Outside lane width (n, t, w)									t	t
Pavement condition (d, t, u)									t	
On-street parking (n, y)										
Sidewalk (n, y)										n, 50%, y
Sidewalk/roadway separation(a, t, w)										t
Sidewalk protective barrier (n, y)										n

LEVEL OF SERVICE THRESHOLDS

Level of Service	Freeways	Highways		Arterials		Bicycle	Ped	Bus
	Density	Two-Lane %ffs	Multilane Density	Class I ats	Class II ats	Score	Score	Buses/hr.
B	≤ 17	> 83.3	≤ 17	> 31 mph	> 22 mph	≤ 2.75	≤ 2.75	≤ 6
C	≤ 24	> 75.0	≤ 24	> 23 mph	> 17 mph	≤ 3.50	≤ 3.50	≤ 4
D	≤ 31	> 66.7	≤ 31	> 18 mph	> 13 mph	≤ 4.25	≤ 4.25	< 3
E	≤ 39	> 58.3	≤ 35	> 15 mph	> 10 mph	≤ 5.00	≤ 5.00	< 2

% ffs = Percent free flow speed ats = Average travel speed

Appendix E:

Existing Site Counts

U-Haul Existing Site Driveway Counts Summary							
		AM Peak Hour			PM Peak Hour		
Date	Day	In	Out	2-Way	In	Out	2-Way
1/23/24	Tues	4	6	10	15	11	26
1/24/24	Wed	6	8	14	11	13	24
1/25/24	Thurs	11	10	21	11	10	21
Average (1)		7	8	15	12.33	11.33	23.67
Factored (2)		7.2	8.2	15.5	12.7	11.7	24.4
Selected		8	8	16	13	12	25

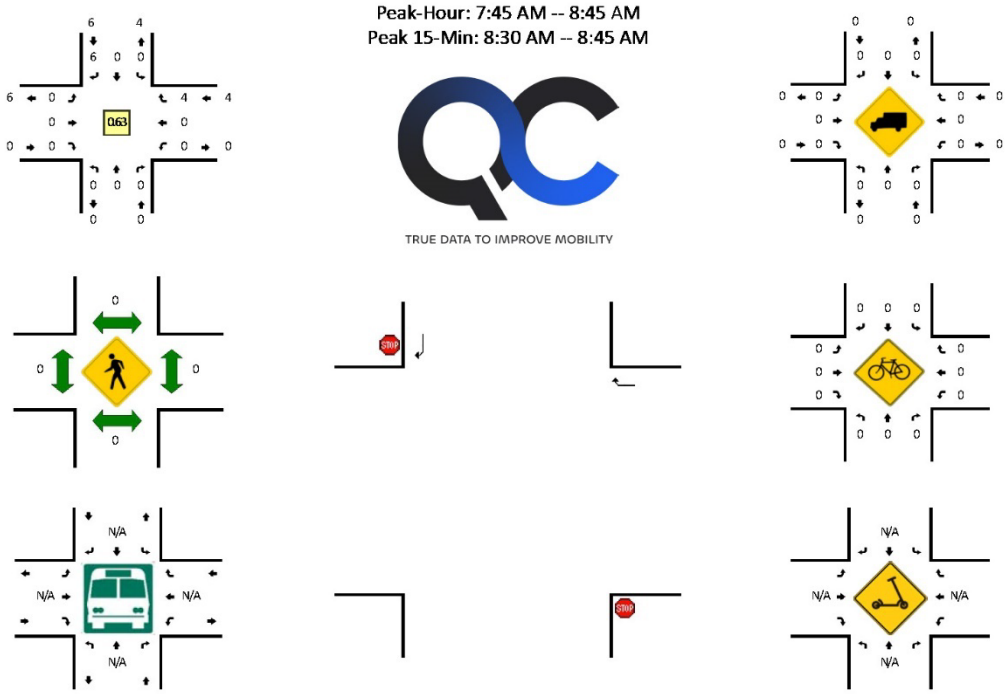
Notes: 1) AM and PM maximums on different days suggests a weekly pattern that favors use of the three-day average.
2) FDOT 2023 Countywide Peak Season Conversion Factor for week of counts.

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451717
CITY/STATE: Collier, FL | **DATE:** Tue, Jan 23 2024

Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	
7:15 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	3	
7:30 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	9
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
8:15 AM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3	8
8:30 AM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	1	0	4	10
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	8

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	12	0	0	0	0	0	0	0	4	0	16
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	0		0
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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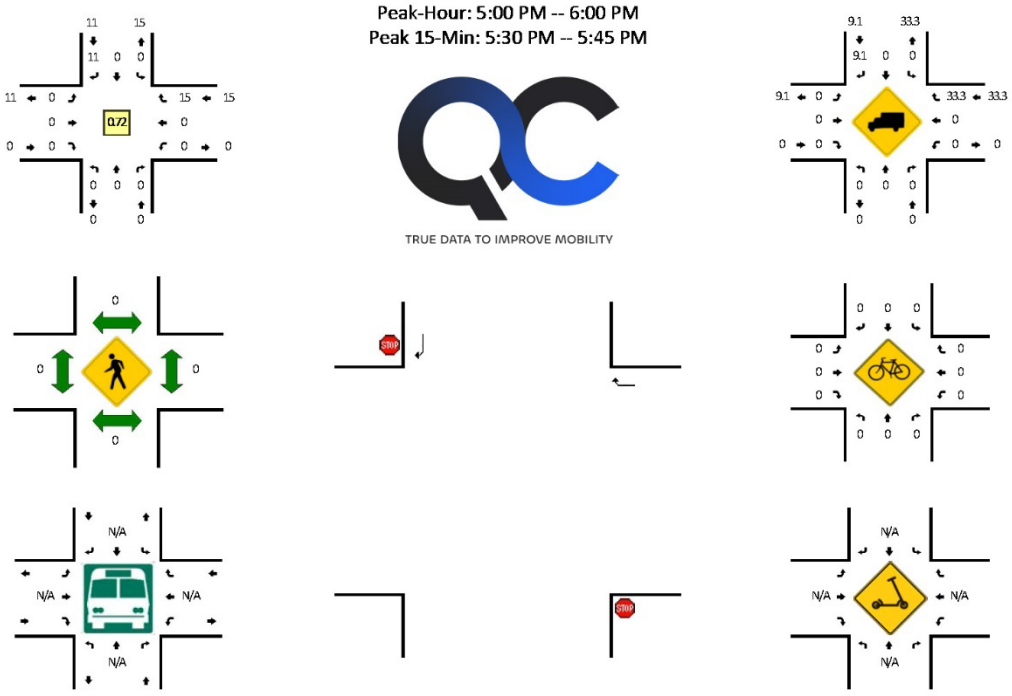
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451718
CITY/STATE: Collier, FL | **DATE:** Tue, Jan 23 2024

Peak-Hour: 5:00 PM -- 6:00 PM
Peak 15-Min: 5:30 PM -- 5:45 PM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	
4:15 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	
4:30 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	
4:45 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	6
5:00 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	4	0	7	12
5:15 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2	0	3	13
5:30 PM	0	0	0	0	0	0	4	0	0	0	0	0	0	0	5	0	9	21
5:45 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	4	0	7	26

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	16	0	0	0	0	0	0	0	20	0	36
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	4		4
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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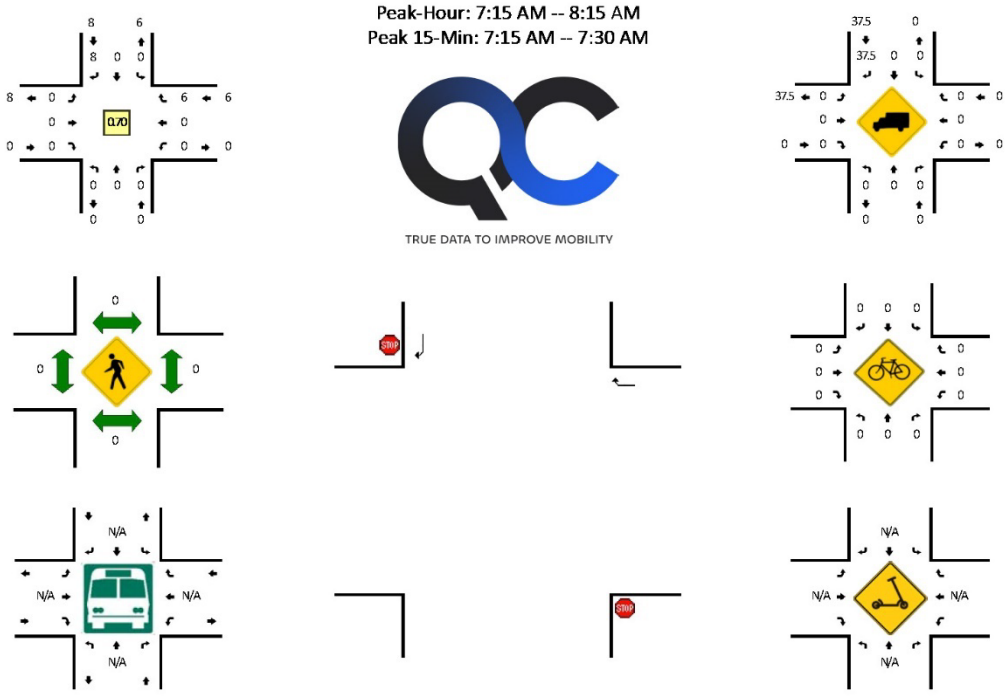
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451719
CITY/STATE: Collier, FL | **DATE:** Wed, Jan 24 2024

Peak-Hour: 7:15 AM -- 8:15 AM
Peak 15-Min: 7:15 AM -- 7:30 AM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	4	0	5	
7:30 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	3	
7:45 AM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	1	0	4	12
8:00 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	14
8:15 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	3	0	5	14
8:30 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	3	14
8:45 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	12

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	4	0	0	0	0	0	0	0	16	0	20
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	0		0
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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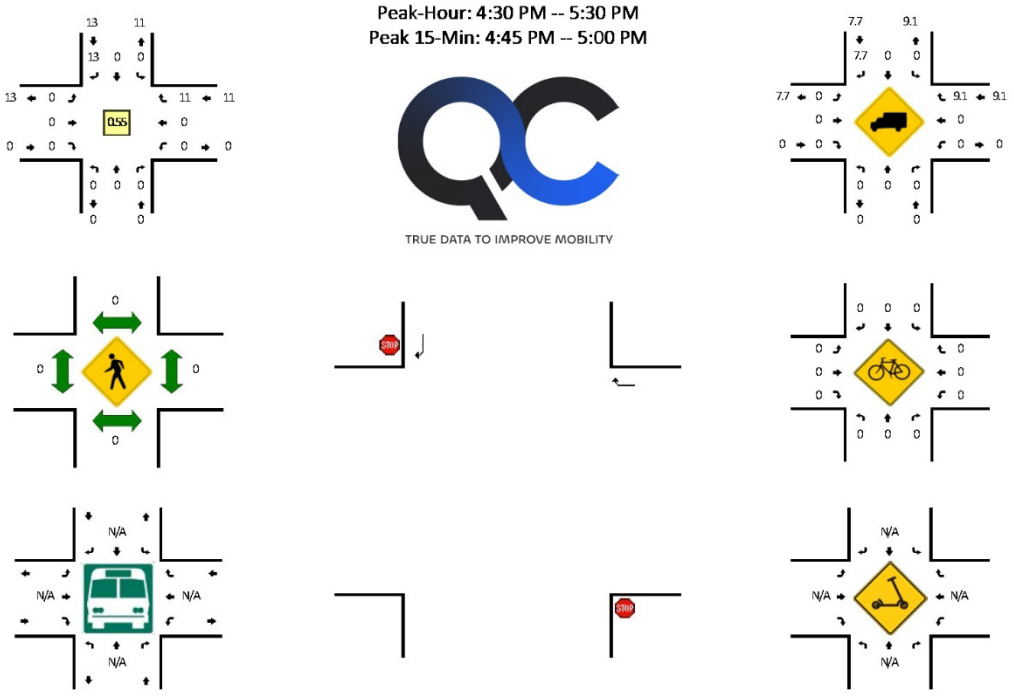
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451720
CITY/STATE: Collier, FL | **DATE:** Wed, Jan 24 2024

Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 4:45 PM -- 5:00 PM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	3	0	4	
4:15 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2	
4:30 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	3	0	5	
4:45 PM	0	0	0	0	0	0	7	0	0	0	0	0	0	0	4	0	11	22
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	20
5:15 PM	0	0	0	0	0	0	4	0	0	0	0	0	0	0	2	0	6	24
5:30 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	0	4	23
5:45 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	13

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	28	0	0	0	0	0	0	0	16	0	44
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	4		4
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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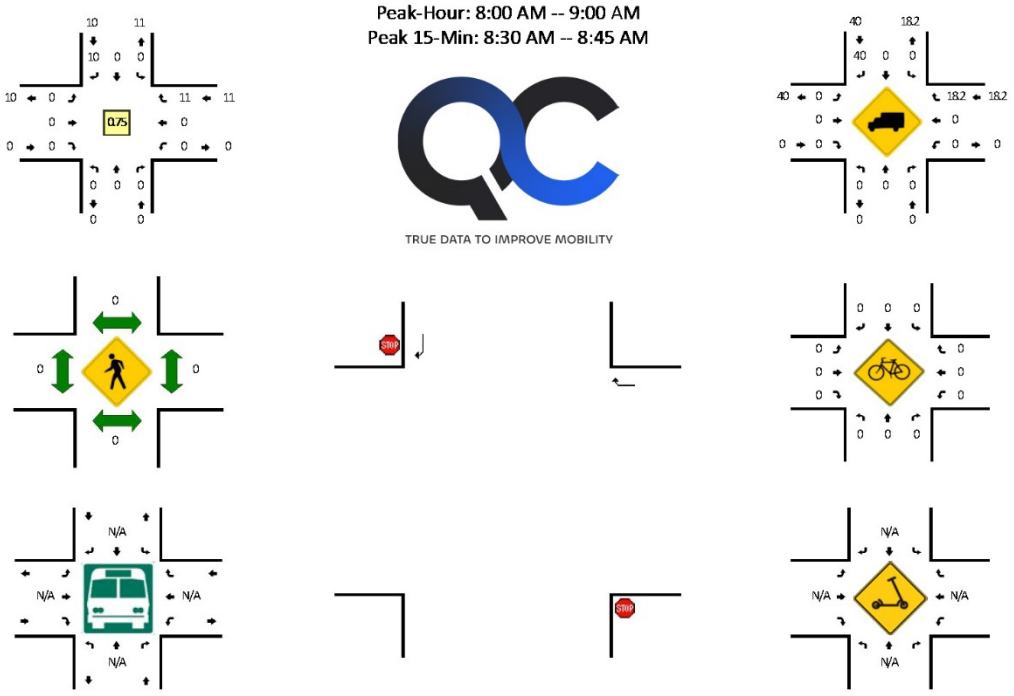
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451721
CITY/STATE: Collier, FL | **DATE:** Thu, Jan 25 2024

Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2	0	3	
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	4
8:00 AM	0	0	0	0	0	0	4	0	0	0	0	0	0	0	2	0	6	10
8:15 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	3	0	5	12
8:30 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	5	0	7	19
8:45 AM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	1	0	3	21

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	8	0	0	0	0	0	0	0	20	0	28
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	0		0
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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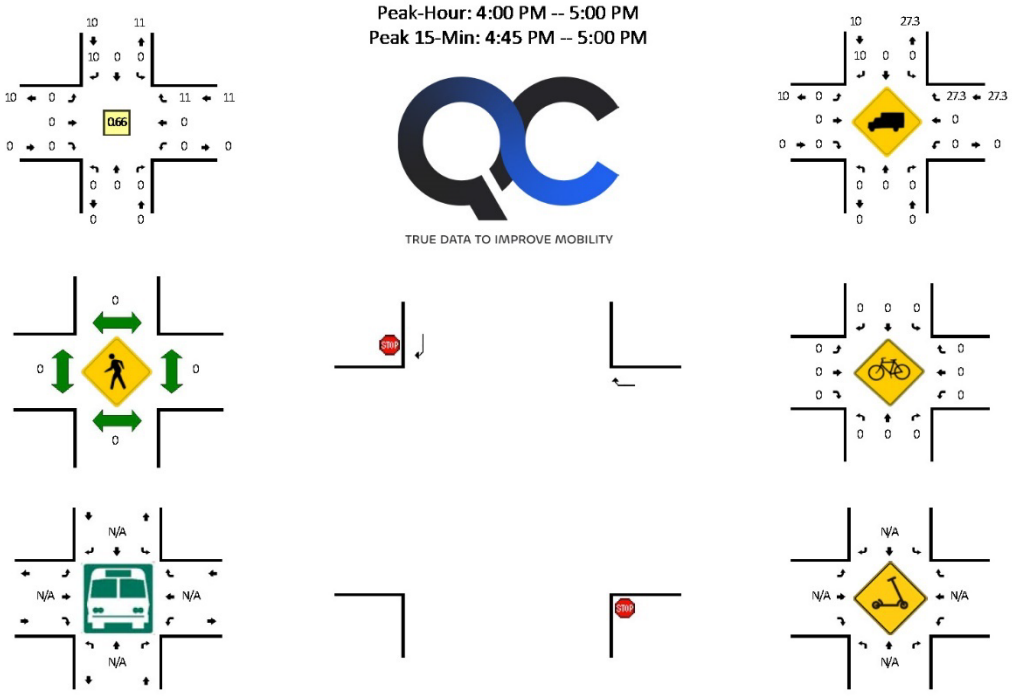
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

LOCATION: U-Haul Dwy (East) -- Tamiami Trail E | **QC JOB #:** 16451722
CITY/STATE: Collier, FL | **DATE:** Thu, Jan 25 2024

Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:45 PM -- 5:00 PM

TRUE DATA TO IMPROVE MOBILITY



15-Min Count Period Beginning At	U-Haul Dwy (East) (Northbound)				U-Haul Dwy (East) (Southbound)				Tamiami Trail E (Eastbound)				Tamiami Trail E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	0	4	
4:15 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	2	0	5	
4:30 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	0	4	
4:45 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	5	0	8	21
5:00 PM	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	19
5:15 PM	0	0	0	0	0	0	5	0	0	0	0	0	0	0	1	0	6	20
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	17
5:45 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	4	0	7	16

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	12	0	0	0	0	0	0	0	20	0	32
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	4		4
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/2/2024 10:02 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

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2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 0300 COLLIER COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.90 PSCF
1	01/01/2023 - 01/07/2023	1.00	1.11
2	01/08/2023 - 01/14/2023	0.97	1.08
* 3	01/15/2023 - 01/21/2023	0.95	1.06
* 4	01/22/2023 - 01/28/2023	0.93	1.03
* 5	01/29/2023 - 02/04/2023	0.91	1.01
* 6	02/05/2023 - 02/11/2023	0.90	1.00
* 7	02/12/2023 - 02/18/2023	0.88	0.98
* 8	02/19/2023 - 02/25/2023	0.88	0.98
* 9	02/26/2023 - 03/04/2023	0.88	0.98
*10	03/05/2023 - 03/11/2023	0.88	0.98
*11	03/12/2023 - 03/18/2023	0.88	0.98
*12	03/19/2023 - 03/25/2023	0.89	0.99
*13	03/26/2023 - 04/01/2023	0.91	1.01
*14	04/02/2023 - 04/08/2023	0.92	1.02
*15	04/09/2023 - 04/15/2023	0.94	1.04
16	04/16/2023 - 04/22/2023	0.96	1.07
17	04/23/2023 - 04/29/2023	0.97	1.08
18	04/30/2023 - 05/06/2023	0.99	1.10
19	05/07/2023 - 05/13/2023	1.01	1.12
20	05/14/2023 - 05/20/2023	1.03	1.14
21	05/21/2023 - 05/27/2023	1.04	1.16
22	05/28/2023 - 06/03/2023	1.06	1.18
23	06/04/2023 - 06/10/2023	1.08	1.20
24	06/11/2023 - 06/17/2023	1.10	1.22
25	06/18/2023 - 06/24/2023	1.09	1.21
26	06/25/2023 - 07/01/2023	1.08	1.20
27	07/02/2023 - 07/08/2023	1.07	1.19
28	07/09/2023 - 07/15/2023	1.06	1.18
29	07/16/2023 - 07/22/2023	1.07	1.19
30	07/23/2023 - 07/29/2023	1.07	1.19
31	07/30/2023 - 08/05/2023	1.08	1.20
32	08/06/2023 - 08/12/2023	1.08	1.20
33	08/13/2023 - 08/19/2023	1.09	1.21
34	08/20/2023 - 08/26/2023	1.10	1.22
35	08/27/2023 - 09/02/2023	1.11	1.23
36	09/03/2023 - 09/09/2023	1.12	1.24
37	09/10/2023 - 09/16/2023	1.13	1.26
38	09/17/2023 - 09/23/2023	1.12	1.24
39	09/24/2023 - 09/30/2023	1.11	1.23
40	10/01/2023 - 10/07/2023	1.10	1.22
41	10/08/2023 - 10/14/2023	1.09	1.21
42	10/15/2023 - 10/21/2023	1.08	1.20
43	10/22/2023 - 10/28/2023	1.06	1.18
44	10/29/2023 - 11/04/2023	1.04	1.16
45	11/05/2023 - 11/11/2023	1.03	1.14
46	11/12/2023 - 11/18/2023	1.01	1.12
47	11/19/2023 - 11/25/2023	1.01	1.12
48	11/26/2023 - 12/02/2023	1.01	1.12
49	12/03/2023 - 12/09/2023	1.01	1.12
50	12/10/2023 - 12/16/2023	1.00	1.11
51	12/17/2023 - 12/23/2023	0.98	1.09
52	12/24/2023 - 12/30/2023	0.97	1.08
53	12/31/2023 - 12/31/2023	0.95	1.06

* PEAK SEASON

09-MAR-2024 18:41:37 830UPD

5396 Myrtle Lane CPUD (PL20230016212)

Deviation Justification

1. Deviation #1 request relief from LDC 5.05.08 D.10.c.ii., Roof Treatments, which requires when a flat roof is screened with a parapet wall or mansard roof at any façade, a parapet or mansard roof treatment must extend along the remaining façades to instead require the parapet roof to be provided on three sides of each building. The deviation would not require the parapet roof to be provided on the southeast (back) roofline of the proposed 4-story indoor storage building or along the southern (back) roofline of the single-story warehouse building as identified on the conceptual PUD master plan.

   Justification:
   The parapet deviation is warranted on the single side of each of the two buildings as this area of each building does not face a public right of way, and the area represents the rear of the building which will not have any line of sight by the general public.

2. Deviation 2 seeks relief from LDC Section 5.06.04.F.4, On-premise Signs, which permits one wall, mansard, canopy or awning sign shall be permitted for each single-occupancy parcel, or for each unit in a multiple-occupancy parcel. Sign(s) shall be affixed to the associated tenant or lease holder's unit, with exceptions for architectural design impediments, as noted in LDC section 5.06.04 F.4.b. End units within shopping centers and multiple-occupancy parcels, or single occupancy parcels where there is double frontage on a public right-of-way, shall be allowed 2 signs, but such signs shall not be placed on one wall. Retail businesses with a floor area of larger than 25,000 square feet and a front wall length of more than 200 linear feet, are allowed 3 wall signs; however, the combined area of those signs shall not exceed the maximum allowable display area for signs by the LDC.

   To instead allow for Building A, the U-Haul Indoor Self Storage Retail Center to be 1,327 square feet with a total of 2 wall signs. The East elevation wall sign exceeds 80% of the building width and clear space and for Building B, U-Box warehouse to have a single sign with 380 square feet of area. Please see the proposed building signage exhibits for each building.

   Justification:
   Our main Center is a combined Retail Store, Self-Storage and Truck Rental facility measuring 46,488 square feet that has a total Gross Square Footage of 139,464 square feet for all 3 floors. The U-Box building measures 20,239 square feet and is setback 514' from Hwy 41 property line.

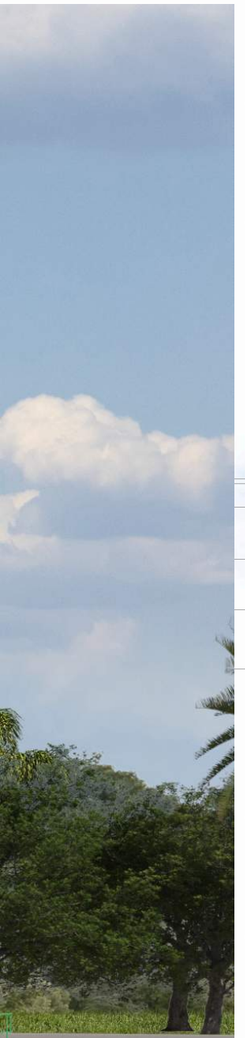
   When you consider the various products and services, we offer from our business and the size of the development, we believe the signage is appropriate in size and number of signs. The clear space for building A east elevation sign is

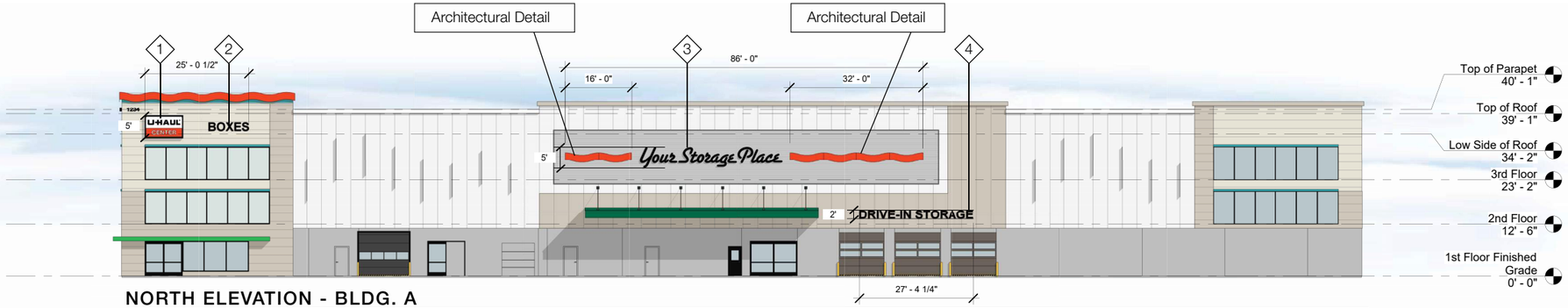
dictated by the building architectural features. We believe the U-Box signage scale is appropriate for building setback.

The development entrance is US Hwy 41 which is a six-lane major arterial with 50 mph speed limit, which makes it difficult to focus in on just one section of the main building to identify the development and services.

Please keep in mind our customers are often driving a 32' long moving truck and they typically don't have a lot of experience with driving a truck that size and or may not be familiar with the area. We want to give our drivers enough time to make safe lane changes to exit Highway 41 and avoid traffic hazards.

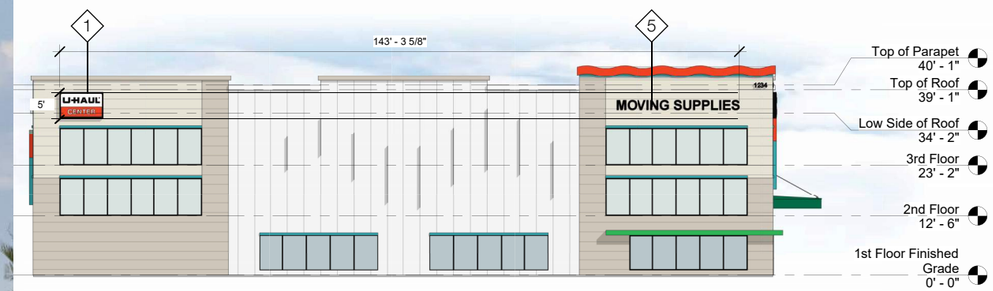
For these reasons the additional signage proposed will meet the intent of the Collier County Sign Code, reducing traffic hazards to pedestrians and motorists by locating signage in visible locations on the buildings.





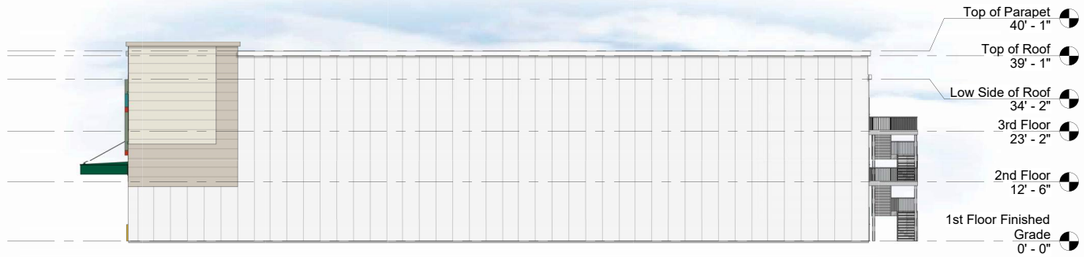
NORTH ELEVATION - BLDG. A

Scale: 1/32" = 1'



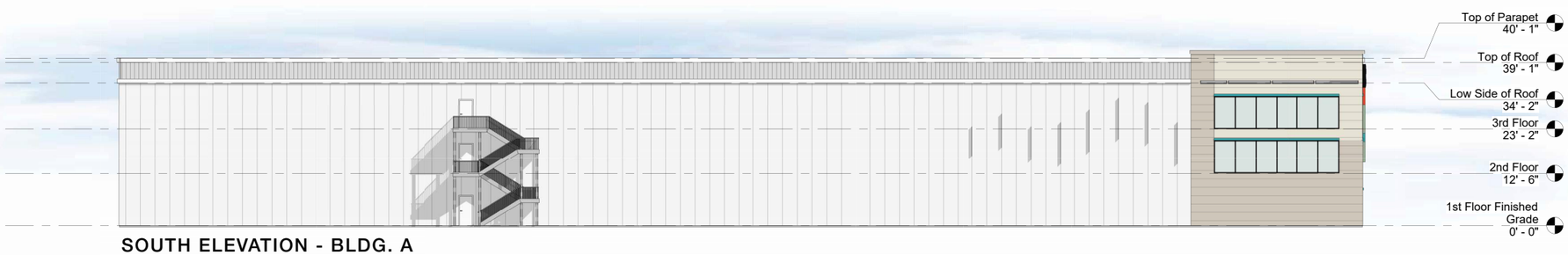
EAST ELEVATION - BLDG. A

Scale: 1/32" = 1'



WEST ELEVATION - BLDG. A

Scale: 1/32" = 1'



SOUTH ELEVATION - BLDG. A

Scale: 1/32" = 1'

SIGN CALCULATIONS	
1	LIT CABINET SIGN 9'W X 5'H (45 SQFT)
2	DIMENSIONAL LETTERS 9.4'W X 2'H (18.8 SQFT)*
3	11GA STEEL POWDER COATED BLACK 34.3'W X 5'H (171.5 SQFT)*
4	DIRECTIONAL DIMENSIONAL LETTERS 26.4'W X 2'H (68.5 SQFT)*
5	DIMENSIONAL LETTERS 25.83'W X 2'H (51.66 SQFT)*

*Lit sign option is available upon request

A&M ASSOCIATES, INC.
2727 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85004
P: 602.263.6841

U-HAUL
of South Naples
Naples, FL
(830074)

Sign Calculations

SHEET 05

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EAST ELEVATION - BLDG. B

Scale: 1/20" = 1'

SIGN CALCULATIONS	
1	NON-LIT CABINET SIGN 9.66'W X 3.8'H (36.71 SQFT)*
2	NON-LIT CABINET SIGN 11.95'W X 9.19'H (109.82 SQFT)*
3	DIMENSIONAL LETTERS 11.23'W X 2'H (22.46 SQFT)*
4	DIMENSIONAL LETTERS 18.26'W X 2'H (36.52 SQFT)*

*Lit sign option is available upon request

A&M ASSOCIATES, INC.
2727 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85004
P: 602.263.6841

U-HAUL
of South Naples
Naples, FL
(830074)

Sign Calculations

SHEET 06

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ORDINANCE NO. 08- 09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING ORDINANCE NUMBER 2004-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE WHICH INCLUDES THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT AND A GENERAL COMMERCIAL (C-4) ZONING DISTRICT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT FOR A 7.04+/- ACRE PARCEL LOCATED ON TAMIAMI TRAIL EAST (US 41), SOUTH OF MYRTLE LANE, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF ORDINANCE NUMBER 81-23, THE FORMER MYRTLE WOODS PUD; AND BY PROVIDING AN EFFECTIVE DATE.

FILED
2008 FEB 20 PM 4:19
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, on May 5, 1981, the Board of County Commissioners adopted Ordinance Number 81-23 establishing the Myrtle Woods PUD; and

WHEREAS, Myrtle Woods, LLC, represented by Dwight Nadeau of RWA, Inc., petitioned the Board of County Commissioners to change the zoning classification of the herein described real property.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE:

The zoning classification of the herein described real property located in Section 29, Township 50 South, Range 26, Collier County, Florida, is changed from a Planned Unit Development (PUD) Zoning District and a General Commercial (C-4) Zoning District to a Commercial Planned Unit Development (CPUD) Zoning District for a 7.04+/- acre parcel to be known as the Myrtle Woods CPUD, in accordance with Exhibits A through F attached hereto and incorporated by reference herein. The appropriate zoning atlas map or maps, as described in Ordinance Number 2004-41, as amended, the Collier County Land Development Code, is/are hereby amended accordingly.

SECTION TWO:

Ordinance Number 81-23, known as the Myrtle Woods PUD, adopted on May 5, 1981, by the Board of County Commissioners is hereby repealed in its entirety.

SECTION THREE:

This Ordinance shall become effective upon filing with the Department of State.

PASSED AND DULY ADOPTED by super-majority vote of the Board of County Commissioners of Collier County, Florida, this 12th day of February, 2008.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
TOM HENNING, CHAIRMAN

Approved as to form
and legal sufficiency:

Marjorie M. Student-Stirling
Assistant County Attorney

Exhibit A: List of Permitted Uses
Exhibit B: Development Standards
Exhibit C: Master Plan
Exhibit D: Legal Description
Exhibit E: List of Deviations
Exhibit F: List of Developer Commitments

This ordinance filed with the Secretary of State's Office the 20th day of February, 2008 and acknowledgement of that filing received this 28th day of February, 2008.
By _____
Deputy Clerk

EXHIBIT A
PERMITTED USES

Table I

PROJECT LAND USE TRACTS

	TYPE	GSF	ACREAGE±
TRACT "CO"	COMMERCIAL	61,000	4.53
TRACT "U"	UTILITY	0	1.53
TRACT "P"	PRESERVE	0	0.98

Note: GSF is gross square feet.

I **PERMITTED USES:**

Within the CO, Commercial Tract, no building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the following:

A. Principal Uses:

1) Commercial banks – including those commercial banks with drive-through facilities (Groups 6021-6029).

2) Real estate agents and managers (Group 6531).

3) Hardware store only (Group 5251).

4) Variety stores – 5,000 square foot maximum floor area (Group 5331).

5) Miscellaneous general merchandise stores, except catalog showrooms – 5,000 square foot maximum floor area (Group 5399).

6) Grocery stores, except frozen food and freezer plants – 10,000 square foot maximum floor area (Group 5411).

7) Fish, meat, and seafood markets only (Group 5421).

8) Fruit and vegetable markets (Group 5431).

9) Retail bakeries (Group 5461).

10) Health food store only – 2,500 square foot maximum floor area (Group 5499).

11) Apparel and accessory stores – 2,500 square foot maximum floor area (Groups 5611-5661).

12) Record and prerecorded tape stores (Group 5735).

13) Eating places, except caterers and industrial and institutional food service establishments, dinner theaters, drive-in restaurants and restaurants with drive-through facilities (Group 5812). Outdoor entertainment, outdoor televisions, speakers, and amplified sound are prohibited.

14) Agents for laundries and drycleaners only (Group 7212).

15) Dry cleaning (Group 7215).

16) Diaper service, and garment alteration and repair shops only (Group 7219).

17) Beauty shops, except beauty schools and cosmetology schools (Group 7231).

18) Barber shops, except barber colleges (Group 7241).

19) Depilatory salon, electrolysis, massage parlor, shopping service for individuals, and tanning salons only (Group 7299).

20) Housekeeping and maid service only (Group 7349).

21) Video tape rental (Group 7841).

22) Physical fitness facilities (Group 7991).

23) Offices and/or clinics of physicians, and offices and/or clinics of dentists (Groups 8011-8021).

24) Offices and clinics of chiropractors (Group 8041).

25) Motor vehicle dealers-only new (Group 5511).

26) Miscellaneous retail (Groups 5912, 5941-5949, and 5992-5999, with the retail sales of fireworks prohibited).

Reference Executive Office of the President, Office of Management and Budget, *Standard Industrial Classification Manual*, 1987 Edition.

Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals ("BZA") by the process outlined in the LDC.

All retail establishments shall be located only on the ground floors of commercial buildings.

B. Accessory Uses:

Accessory uses and structures customarily associated with the permitted principal uses and structures, including, but not limited to:

1) Parking facilities.

2) One caretaker's residence.

3) Uses and structures that are accessory and incidental to the uses permitted as of right.

II PROHIBITED USES:

The applicant has agreed on the record that the following uses shall be prohibited in this CPUD Zoning District:

1) Soup kitchens
2) Pawn shops
3) Tattoo parlors
4) Adult X-rated video stores
5) Bail bonds offices
6) Homeless shelters
7) Any business establishment displaying any obscene or offensive name.

III REGULATIONS FOR DEVELOPMENT:

Regulations for development of this project shall be in accordance with the contents of this ordinance and other sections and parts of the Land Development Code and Growth Management Plan in effect at the time of site development plan, subdivision plat, or any other type of approval to which those regulations apply.

EXHIBIT B
DEVELOPMENT STANDARDS

GENERAL:

Development of the Myrtle Woods CPUD shall be in accordance with the contents of this Ordinance and applicable sections of the Collier County Land Development Code (LDC) and Growth Management Plan (GMP) in effect at the time of issuance of any development order, such as, but not limited to, final subdivision plat, final site development plan, excavation permit, and preliminary work authorization, to which such regulations relate. Where these regulations fail to provide developmental standards, then the provisions of the most similar district in the LDC shall apply.

Except as provided for herein, all criteria set forth below shall be understood to be in relation to individual parcel or lot boundary lines, or between structures. Commercial condominium, and/or property owners' association boundaries shall not be utilized for determining development standards.

Table I below sets forth the development standards for land uses within the CPUD Commercial Subdistrict. Standards not specifically set forth herein shall be those specified in applicable sections of the LDC in effect as of the date of approval of the site development plan (SDP) or subdivision plat.

TABLE I
DEVELOPMENT STANDARDS FOR COMMERCIAL DISTRICT

	PRINCIPAL USES	ACCESSORY USES
MINIMUM LOT AREA	10,000 Sq. Ft.	N/A
MINIMUM LOT WIDTH	75 Ft.	N/A
MINIMUM YARDS		
Front	25 Ft.	15 Ft.
Rear	50% of the building height, but not less than 15 Ft.	10 Ft.
Side	50 % of the building height, but not less than 15 Ft.	10 Ft.
MIN. DISTANCE BETWEEN STRUCTURES	15 Ft.	50% of the building height, but not less than 15 Ft.
MAXIMUM HEIGHT (ZONED)		
Retail Buildings	3 stories, NTE 50 Ft.*	N/A
Office Buildings	3 stories NTE 50 Ft.*	N/A
MINIMUM FLOOR AREA	700 Sq. Ft. **	N/A

* Architectural appurtenances shall not exceed 75 feet in "actual" height.
** Per principal structure, on the finished first floor.

Note: NTE represents "not to exceed".

EXHIBIT C
MASTER PLAN

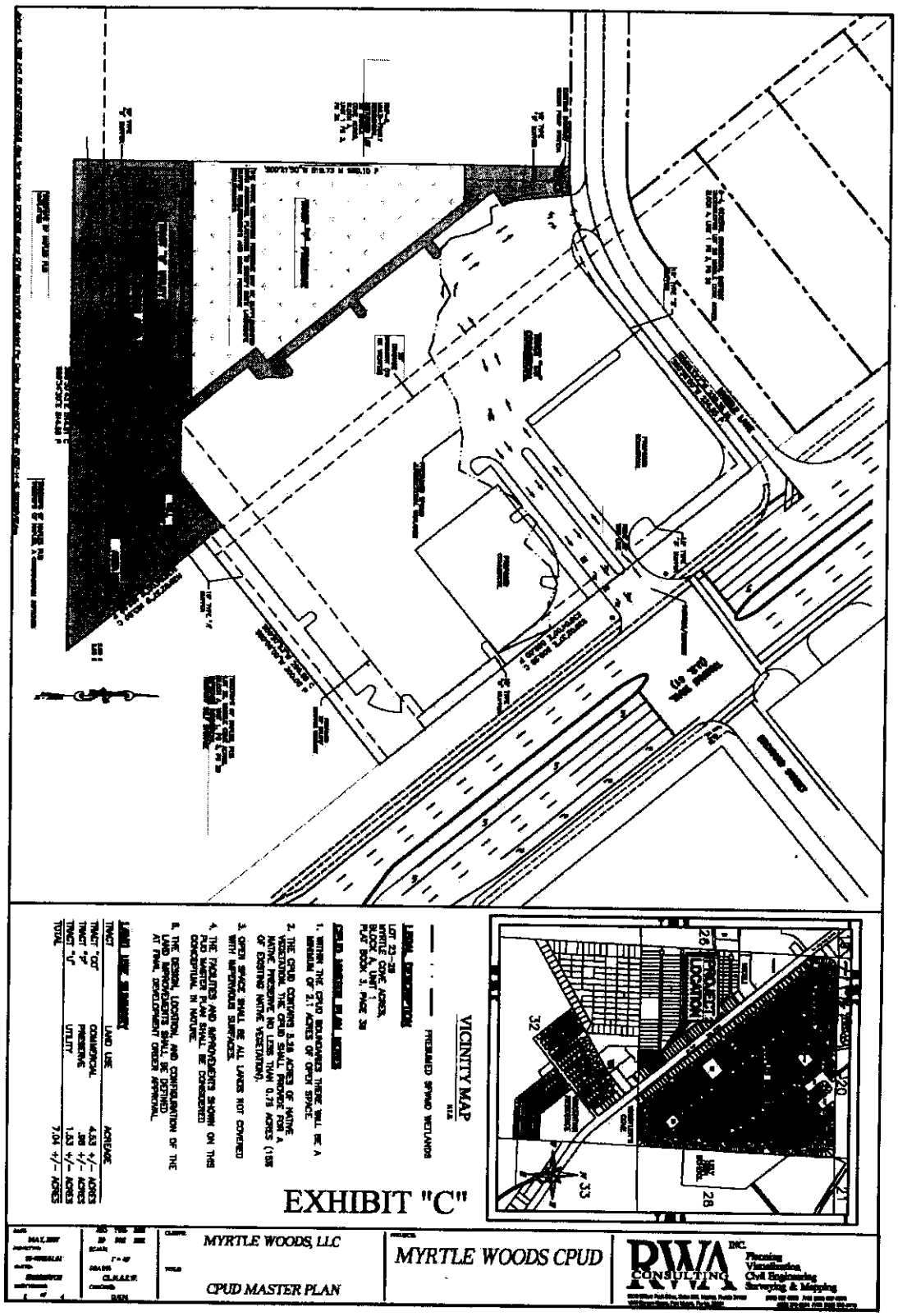


EXHIBIT D
LEGAL DESCRIPTION

LOTS 23, 24, 25, 26, 27 AND 28, MYRTLE COVE ACRES, BLOCK A, UNIT 1, AS RECORDED IN PLAT BOOK 3, PAGE 38 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

EXHIBIT E
LIST OF DEVIATIONS

None

EXHIBIT F
LIST OF DEVELOPER COMITMENTS

TRANSPORTATION

A. All traffic control devices, signs, pavement markings and design criteria shall be in accordance with Florida Department of Transportation (FDOT) *Manual of Uniform Minimum Standards (*MUMS*)*, current edition, FDOT *Design Standards*, current edition, and the *Manual on Uniform Traffic Control Devices* (MUTCD), current edition. All other improvements shall be consistent with and as required by the Collier County LDC.

B. Arterial level street lighting shall be provided at all access points. Access lighting shall be in place prior to the issuance of the first certificate of occupancy (CO).

C. Access points shown on the CPUD Master Plan are considered to be conceptual. Nothing depicted on any such Master Plan shall vest any right of access at any specific point along any property frontage. All such access issues shall be approved or denied during the review of required subsequent site plans, final plat submissions, FDOT permits and/or by an approved Developer Contribution Agreement (DCA). All such access shall be consistent with the FDOT Access Management Policy, as it may be amended from time to time. The number of access points constructed may be less than the number depicted on the Master Plan; however, no additional access points shall be considered unless a PUD amendment is approved.

D. If, in the sole opinion of Collier County and FDOT, a traffic signal, or other traffic control device, sign, or pavement marking improvement within any public right-of- way or easement is determined to be necessary, the cost of such improvement shall be the responsibility of the developer, its successors or assigns. The improvements shall be paid for or installed, at the County's and FDOT's direction. This could be prior to the issuance of the appropriate, corresponding CO.

E. Site related improvements (as opposed to system related improvements) necessary for safe ingress and egress to this project, as determined by Collier County, shall not be eligible for impact fee credits. To the extent possible, all the required improvements shall be in place and available to the public prior to commencement of on-site construction.

F. All proposed median opening locations shall be in accordance with the FDOT Access Management Policy, as it may be amended. FDOT and Collier County reserves the right to close any median opening existing at any time which is found to be adverse to the health, safety, and welfare of the public. Any such modifications shall be based on, but not limited to, safety, operational circulation, and roadway capacity.

G. Nothing in any development order (DO) shall vest a right of access in excess of a right-in/right-out condition at any access point. Neither shall the existence of a point of ingress, a point of egress, or a median opening, nor the lack thereof, be the basis for any future cause of action against the County by the developer, its successor in title, or assignee.

H. All internal roads, driveways, alleys, pathways, sidewalks, interconnections to adjacent developments shall be operated and maintained by an entity created by the developer in accordance with the applicable administrative codes and/or statutes of the State of Florida; and Collier County shall have no responsibility for maintenance of any such facilities.

I. If any required turn lane improvement requires the use of existing County rights-of-way or easement(s), then, if required by County staff, compensating right-of-way shall be provided at no cost to Collier County as a consequence of such improvement(s).

J. All off-site access improvements must be completed prior to commencement of on-site construction.

K. The developer shall provide a public access easement from Myrtle Lane to the signalized intersection of US-41 and Broward Street as approximately shown on Exhibit C, CPUD Master Plan. The public access easement shall not be considered road right-of-way and shall not be used for determining setbacks, or buffering requirements. The exact location and design of the public access easement shall be approved by the Transportation Division at the time of SDP application review.

WATER MANAGEMENT

A. Detailed paving, grading and site drainage plans shall be submitted to Engineering Review Services for review and approval. No construction permits shall be issued unless and until approval of the proposed construction, in accordance with the approved plans is granted by Engineering Review Services.

B. The developer shall grant or dedicate a 50 foot wide drainage and utility easement to Collier County as approximately shown on Exhibit C, CPUD Master Plan. This easement dedication shall occur within the earlier of 60-days of written request by the County, or at submittal of the SDP. The easement shall be granted or dedicated at no cost to the County, with the developer providing all appropriate sketches and legal descriptions. At the County's request, the developer shall install drainage and utility facilities in the drainage and utility easement as part of the site construction, with the location of these facilities determined through the SDP review process.

The County shall reimburse the developer within 180-days of the completion of the installation of the utility and drainage facilities.

The County shall not be responsible for the restoration costs of private facilities within the easement should maintenance of the public utility and drainage facilities be required in the future.

UTILITIES

A. Water distribution and sewage collection and transmission facilities to serve the project are to be designed, constructed, conveyed, owned, and maintained in accordance with applicable Collier County ordinances, and other applicable County rules and regulations.

B. All customers connecting to the water distribution and sewage collection facilities will be considered to be customers of the County, and will be billed by the County in accordance with the County's established rates.

C. The development shall be subject to application for and conditions associated with a water and sewer availability letter from Collier County Utilities Division.

D. The developer shall grant a 60 foot by 70 foot well site easement and an associated utilities and access easement to connect the well site easement to a public right-of-way. The County shall compensate the developer for the well easement dedication through impact fee credits based on the fair market value of the land so dedicated. The utilities and access easement shall be 20 feet wide unless the well site is contiguous to a public right-of-way, in which case, it shall be 15 feet wide. The County utility, access easement is for access, installation, operation, and maintenance of transmission mains, power, telemetry lines and appurtenances. This conveyance shall occur at the time the SDP, plat (or similar process) of the area within the development phase that contains the easement is approved by County staff. At the time of SDP and/or plat submittal, the developer shall provide the well site easement that meets the standard setback requirements for water wells.

ENVIRONMENTAL

A. If prehistoric or historic artifacts, such as pottery of ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial of American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity off such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance section at (850) 245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida law.

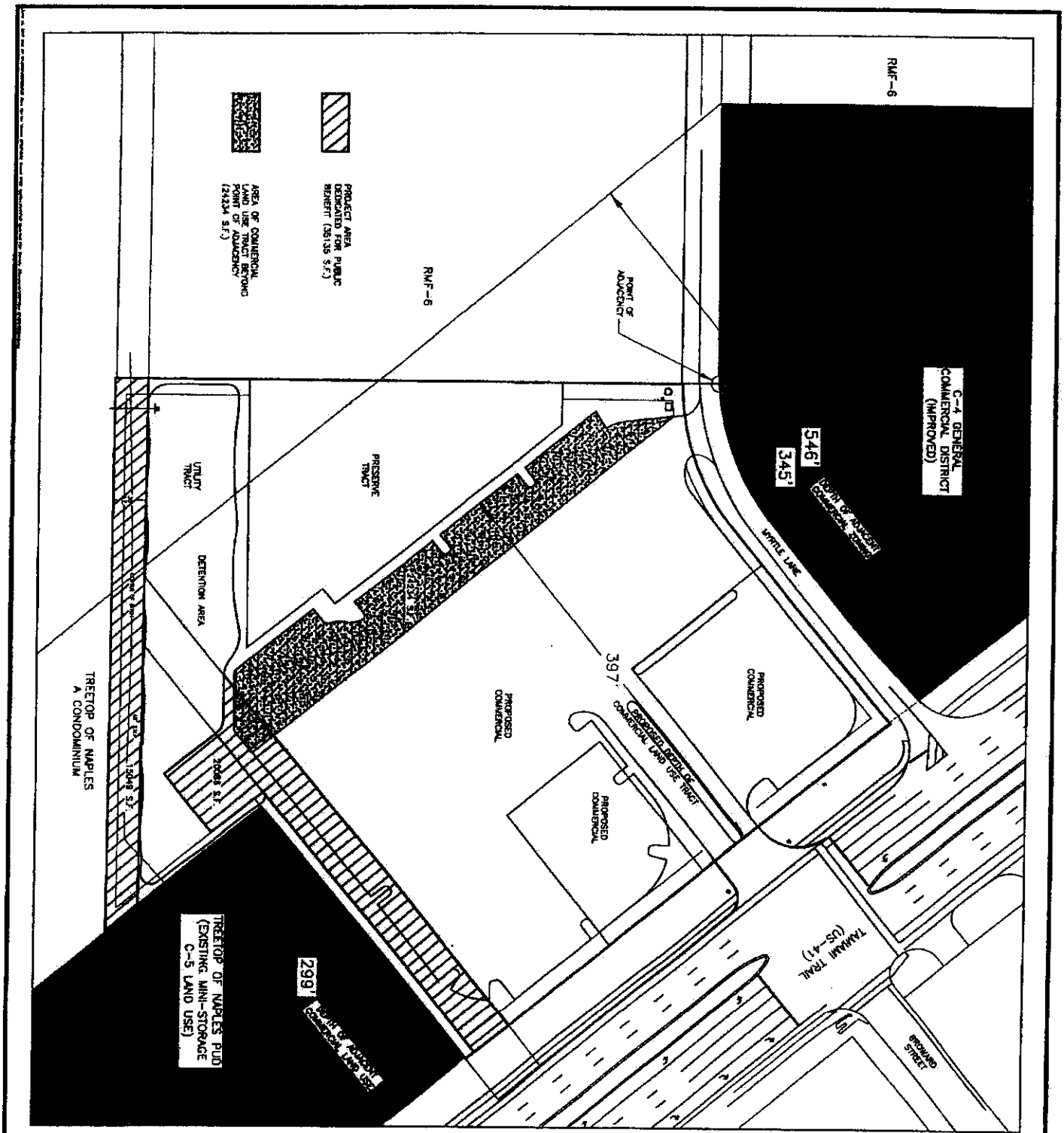
B. A Florida Fish and Wildlife Conservation Commission (FWC) relocation permit shall be obtained for the relocation of the one gopher tortoise found on site prior to commencement of any construction activities. A copy of the permit shall be forwarded to Environmental Services Staff.

C. The developer shall provide a report to Environmental Services Staff on the results of the relocation of the gopher tortoise within thirty days of the relocation. The report shall include the number of burrows excavated, the number of tortoises relocated, and the final relocation site.

PLANNING

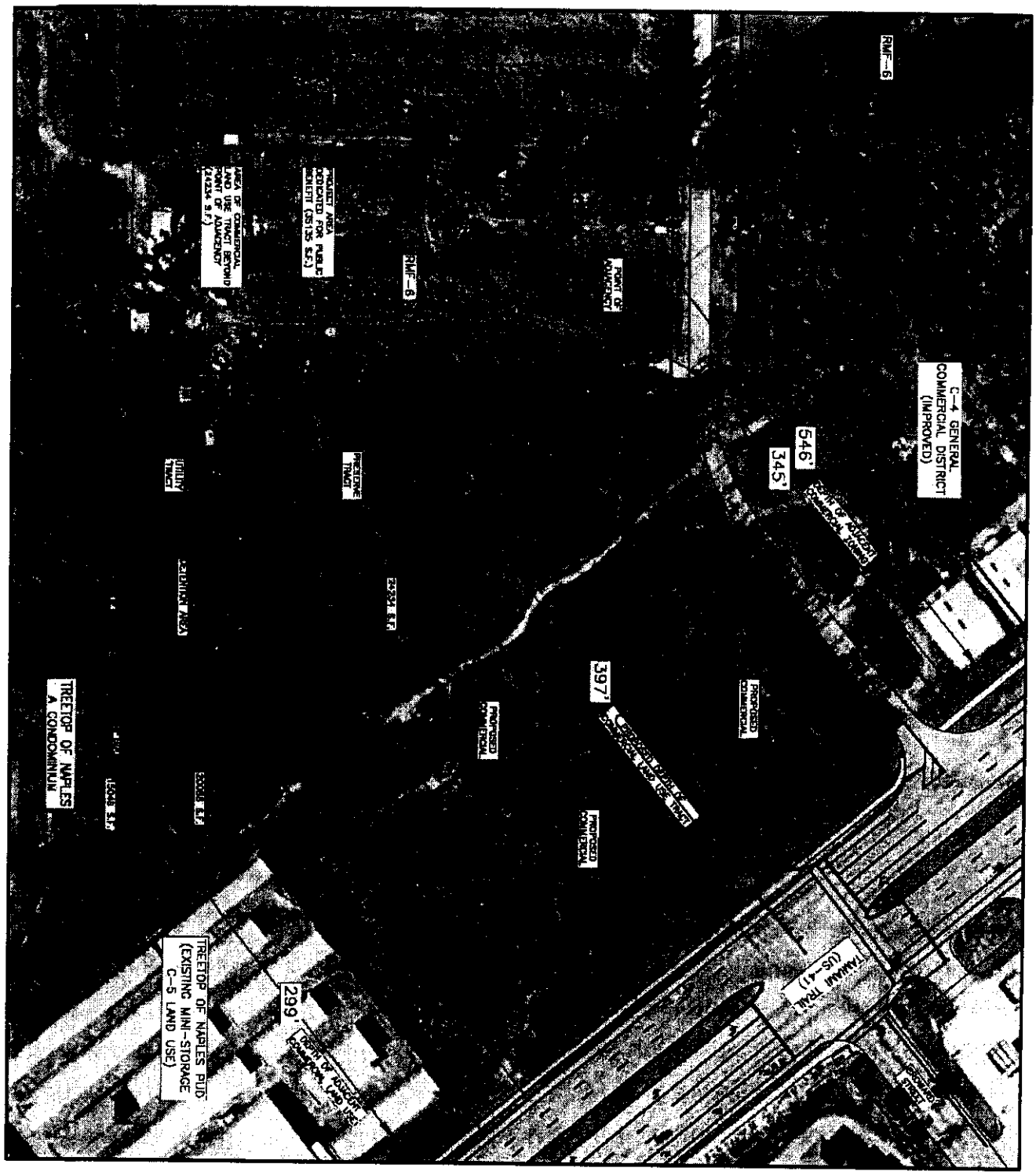
A. The depth of the commercial buildings and parking areas associated with the development shall not exceed 397 feet as measured from the property line fronting on US-41, in order to meet the infill criteria of the GMP.

B. The developer shall install a fence/wall associated with the southern property boundary and the southwest property boundary. No fence/wall shall be installed within the Preserve Tract. The final location of the fence/wall shall be determined during the SDP review process.



RWA CONSULTING INC.
Planning
Visualization
Civil Engineering
Surveying & Mapping
8610 Willow Park Drive, Suite 200, Naples Florida 34109
(239) 597-0575 FAX: (239) 597-0578
1542 Carson Street Fort Myers Florida 33901
(239) 278-5224 FAX: (239) 278-5419

DATE:	APRIL, 2007
SCALE:	NTS
DRAWN BY:	S.E.W.
CHECKED BY:	D.H.N.
SEC: 29 TWP: 50S RGE: 25E	
CLIENT:	MYRTLE WOODS, LLC
PROJECT:	MYRTLE WOODS CPUD
TITLE:	INFILL COMMERCIAL EXHIBIT I
PROJECT NUMBER:	05-0035.01.01
SHEET NUMBER:	1 OF 2
FILE NUMBER:	5003500X02



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(239) 278-5224 FAX: (239) 278-5419

DATE:	APRIL, 2007
SCALE:	NTS
DRAWN BY:	S.E.W.
CHECKED BY:	D.H.N.
SEC: 29	TWP: 50S
RGE:	25E

CLIENT: MYRTLE WOODS, LLC
PROJECT: MYRTLE WOODS CPUD
TITLE: INFILL COMMERCIAL EXHIBIT II WITH AERIAL PHOTO

PROJECT NUMBER: 05-0035.01.01 | SHEET NUMBER: 2 OF 2 | FILE NUMBER: 5003500X03

STATE OF FLORIDA)

COUNTY OF COLLIER)

I, DWIGHT E. BROCK, Clerk of Courts in and for the Twentieth Judicial Circuit, Collier County, Florida, do hereby certify that the foregoing is a true copy of:

ORDINANCE NO. 2008-09

Which was adopted by the Board of County Commissioners on the 12th day of February 2008, during Regular Session.

WITNESS my hand and the official seal of the Board of County Commissioners of Collier County, Florida, this 19th day of February 2008.

DWIGHT E. BROCK, C.P.A.,
Clerk of Courts and Clerk
Ex-officio to Board of
County Commissioners

By: Martha Vergara,
Deputy Clerk

Collier County

Growth Management Division – Planning & Regulation
Department of Planning & Zoning - Zoning Services Section

June 11, 2013

Mr. Michael Durant
Conroy, Conroy, Durant & Rudnick, P.A.
2210 Vanderbilt Beach Road, Suite 1201
Naples, FL 34109

Re: Zoning Verification Letter (ZLTR-PL201300001169) regarding lots 23, 24, 25, 26, 27 and 28, Block A; Myrtle Cove Acres (Folio Numbers: 60781000000 & 60870920000) in Section29, Township 50 South, Range 26 East.

Dear Mr. Durant,

In your application found sufficient on June 6, 2013, you asked for staff to confirm the status of the zoning for the above referenced property.

From the information contained in your application, the subject site is zoned as the Myrtle Woods Commercial Planned Unit Development (CPUD) that was approved on February 12, 2008 with the adoption of Ordinance Number: 08-09.

It should be noted that Section 10.02.13.D.2 of the Collier County Land Development Code (LDC), requires physical development of a minimum of 15 percent of the authorized commercial floor area to be completed by the fifth anniversary date of the CPUD approval. Any PUD that has not met the time frame for development as outlined in this LDC provision shall be deemed to have sunseted.

Since no development has occurred within the Myrtle Woods CPUD as of this date, the sunset date was established to occur on February 12, 2013. However, the BCC approved a tolling ordinance (LDC Section 10.02.13.D.12) which tolled the PUD time limit for all active PUD zoned projects for an additional 4 years. Therefore, the resulting new sunset date for this CPUD is now listed as 2/12/2017.

Please be advised that the information presented in this verification letter is based on the Collier County Land Development Code and/or Growth Management Plan in effect as of this date. It is possible that subsequent amend(s) to either of these documents could affect the validity of this verification letter. It is also possible that development of the subject property could be affected by other issues not addressed in this letter, such as, but not limited to, concurrency related to the provision of Adequate Public Facilities, Environmental Impact, and other requirements of the Collier County Land Development Code or related ordinances such as the Building Code.

Should you require further information concerning this matter, please do not hesitate to call me at (239) 252-2484.

Sincerely,

Raymond V. Bellows, Zoning Services Section Manager
Department of Planning and Zoning

Cc: Laurie Beard, PUD Monitoring

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DIVISION/
PLANNING AND REGULATION

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
239) 252-2400 FAX (239) 252-6358
www.colliergov.net

ZONING VERIFICATION LETTER APPLICATION

(check below if the following applies)

☐ Environmental Issue

☐ Agricultural Exemption - Florida Right to Farm Act (FS 823.14)

PROJECT NUMBER	MYRTLE COVER ACRES
PROJECT NAME	ZVL - PL20130001169
DATE PROCESSED	Date: 6-06-2013
	Due: 7-06-2013

Please provide all of the information requested. See below for submittal requirements. Please allow 30 days for processing.

APPLICANT INFORMATION

Applicant's Name Michael Durant

Firm Conroy, Conroy, Durant & Rudnick, P.A.

Address 2210 Vanderbilt Beach Road, suite 1201

City Naples **State** FL **ZIP** 34109

Phone 239-649-5200 **Fax** 239-649-8140

E-Mail mdurant@naplespropertylaw.com

SITE INFORMATION

Address Lts 23, 24, 25, 26, 27 and 28, Block A, Myrtle Cove Acres

Folio Number 60078100000 & 60078092000

Property Owners Name KC Naples Tamiami, LLC

Verification being requested (Please state *specifically* the questions you would like answered, in the space below or on a separate attachment. The Zoning Verification Letter will respond only to those questions):

Please verify the status of the existing PUD Ordinance Number 81-23 Repealed Amended: Feb. 12, 2008 Ordinance Number 08-09

Please attach survey or any other information which may be relevant to your request.

8/30/2010

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DIVISION/
PLANNING AND REGULATION

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
239) 252-2400 FAX (239) 252-6358
www.colliergov.net

SUBMITTAL REQUIREMENTS

- Application Fee: $100 (payable to the *Board of County Commissioners*)
  NOTE: Additional Fees of $100 per hour will be charged as needed upon completion of review and research. Payment of Additional Fees will be required prior to the release of the verification.
- Additional copy of application and all attachments
- The application can be delivered or mailed to: Growth Management Division/Planning and Regulation, Attn: Business Center, 2800 North Horseshoe Drive, Naples, Florida 34104.

Applicant Signature Michael C. Quest **Date** 6/5/13

Please be advised that the zoning letter is based upon the available records furnished by Collier County and what was visible and accessible at the time of inspection. This report is based on the Land Development Code that is in effect on the date the report was prepared. Code regulations could be subject to change. While every attempt has been made to ensure the accuracy or completeness, and each subscriber to or user of this report understands that this department disclaims any liability for any damages in connection with its use. In addition, this department assumes no responsibility for the cost of correcting any unreported conditions.

8/30/2010

Michael Durant

From: Kevin Cahill <cahillaw@aol.com>
Sent: Monday, June 03, 2013 4:32 PM
To: Michael Durant
Subject: Fwd: Myrtle Please email me back on confirmation
Attachments: KC Naples Tamiami PUD Cert.pdf

Mike

Hope you are well.

On the KC Naples Tamiami parcel, we made some inquiries of the County on the status of the PUD and how to confirm that it can be extended.

Per the below, looks like we can get it extended through 2017, but if you could take a look and let us know of any actions that would need to be taken.

Also regarding that parcel, we received and completed the attached Certification but have not yet sent it in. Perhaps you could also advise who this should be sent to and/or simply send it on as part of getting the PUD extended.

Thanks,
Kevin M. Cahill
30 South Wacker Drive
Suite 1710
Chicago, IL 60606

Phone: (312) 641-6105
Fax : (312) 641-6116
cahillaw@aol.com

From: MichaelSawyer@colliergov.net
To: mark@cpfholdings.com
Sent: 6/3/2013 10:06:25 A.M. Eastern Daylight Time
Subj: RE: Myrtle Please email me back on confirmation

It appears the most recent PUD was approved February 2008. Standard 5 year PUD provisions brings you February 2013, with the standard tolling provisions which add 4 years to 2017.

As a suggestion a zoning letter would be the best method of confirmation.

Please let me know of additional questions.

Mike Sawyer
Project Manager, Zoning Services
Land Development Services Department
Growth Management Division, Planning and Regulation
2800 North Horseshoe Drive
Naples, Fl 34104

Tel: (239)252-2926



ORDINANCE NO. 08- 09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING ORDINANCE NUMBER 2004-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE WHICH INCLUDES THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT AND A GENERAL COMMERCIAL (C-4) ZONING DISTRICT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT FOR A 7.04+/- ACRE PARCEL LOCATED ON TAMIAMI TRAIL EAST (US 41), SOUTH OF MYRTLE LANE, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF ORDINANCE NUMBER 81-23, THE FORMER MYRTLE WOODS PUD; AND BY PROVIDING AN EFFECTIVE DATE.

FILED
2008 FEB 20 PM 4:19
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, on May 5, 1981, the Board of County Commissioners adopted Ordinance Number 81-23 establishing the Myrtle Woods PUD; and

WHEREAS, Myrtle Woods, LLC, represented by Dwight Nadeau of RWA, Inc., petitioned the Board of County Commissioners to change the zoning classification of the herein described real property.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE:

The zoning classification of the herein described real property located in Section 29, Township 50 South, Range 26, Collier County, Florida, is changed from a Planned Unit Development (PUD) Zoning District and a General Commercial (C-4) Zoning District to a Commercial Planned Unit Development (CPUD) Zoning District for a 7.04+/- acre parcel to be known as the Myrtle Woods CPUD, in accordance with Exhibits A through F attached hereto and incorporated by reference herein. The appropriate zoning atlas map or maps, as described in Ordinance Number 2004-41, as amended, the Collier County Land Development Code, is/are hereby amended accordingly.

SECTION TWO:

Ordinance Number 81-23, known as the Myrtle Woods PUD, adopted on May 5, 1981, by the Board of County Commissioners is hereby repealed in its entirety.

SECTION THREE:

This Ordinance shall become effective upon filing with the Department of State.

PASSED AND DULY ADOPTED by super-majority vote of the Board of County Commissioners of Collier County, Florida, this 12th day of February, 2008.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
TOM HENNING, CHAIRMAN

Approved as to form
and legal sufficiency:

Marjorie M. Student-Stirling
Assistant County Attorney

Exhibit A: List of Permitted Uses
Exhibit B: Development Standards
Exhibit C: Master Plan
Exhibit D: Legal Description
Exhibit E: List of Deviations
Exhibit F: List of Developer Commitments

This ordinance filed with the Secretary of State's Office the 20th day of February, 2008 and acknowledgement of that filing received this 28th day of February 2008.
By _____
Deputy Clerk

EXHIBIT A
PERMITTED USES

Table I

PROJECT LAND USE TRACTS

	TYPE	GSF	ACREAGE±
TRACT "CO"	COMMERCIAL	61,000	4.53
TRACT "U"	UTILITY	0	1.53
TRACT "P"	PRESERVE	0	0.98

Note: GSF is gross square feet.

I **PERMITTED USES:**

Within the CO, Commercial Tract, no building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the following:

A. Principal Uses:

1) Commercial banks – including those commercial banks with drive-through facilities (Groups 6021-6029).

2) Real estate agents and managers (Group 6531).

3) Hardware store only (Group 5251).

4) Variety stores – 5,000 square foot maximum floor area (Group 5331).

5) Miscellaneous general merchandise stores, except catalog showrooms – 5,000 square foot maximum floor area (Group 5399).

6) Grocery stores, except frozen food and freezer plants – 10,000 square foot maximum floor area (Group 5411).

7) Fish, meat, and seafood markets only (Group 5421).

8) Fruit and vegetable markets (Group 5431).

9) Retail bakeries (Group 5461).

10) Health food store only – 2,500 square foot maximum floor area (Group 5499).

11) Apparel and accessory stores – 2,500 square foot maximum floor area (Groups 5611-5661).

12) Record and prerecorded tape stores (Group 5735).

13) Eating places, except caterers and industrial and institutional food service establishments, dinner theaters, drive-in restaurants and restaurants with drive-through facilities (Group 5812). Outdoor entertainment, outdoor televisions, speakers, and amplified sound are prohibited.

14) Agents for laundries and drycleaners only (Group 7212).

15) Dry cleaning (Group 7215).

16) Diaper service, and garment alteration and repair shops only (Group 7219).

17) Beauty shops, except beauty schools and cosmetology schools (Group 7231).

18) Barber shops, except barber colleges (Group 7241).

19) Depilatory salon, electrolysis, massage parlor, shopping service for individuals, and tanning salons only (Group 7299).

20) Housekeeping and maid service only (Group 7349).

21) Video tape rental (Group 7841).

22) Physical fitness facilities (Group 7991).

23) Offices and/or clinics of physicians, and offices and/or clinics of dentists (Groups 8011-8021).

24) Offices and clinics of chiropractors (Group 8041).

25) Motor vehicle dealers-only new (Group 5511).

26) Miscellaneous retail (Groups 5912, 5941-5949, and 5992-5999, with the retail sales of fireworks prohibited).

Reference Executive Office of the President, Office of Management and Budget, *Standard Industrial Classification Manual*, 1987 Edition.

Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals ("BZA") by the process outlined in the LDC.

All retail establishments shall be located only on the ground floors of commercial buildings.

B. Accessory Uses:

Accessory uses and structures customarily associated with the permitted principal uses and structures, including, but not limited to:

1) Parking facilities.

2) One caretaker's residence.

3) Uses and structures that are accessory and incidental to the uses permitted as of right.

II PROHIBITED USES:

The applicant has agreed on the record that the following uses shall be prohibited in this CPUD Zoning District:

1) Soup kitchens
2) Pawn shops
3) Tattoo parlors
4) Adult X-rated video stores
5) Bail bonds offices
6) Homeless shelters
7) Any business establishment displaying any obscene or offensive name.

III REGULATIONS FOR DEVELOPMENT:

Regulations for development of this project shall be in accordance with the contents of this ordinance and other sections and parts of the Land Development Code and Growth Management Plan in effect at the time of site development plan, subdivision plat, or any other type of approval to which those regulations apply.

EXHIBIT B
DEVELOPMENT STANDARDS

GENERAL:

Development of the Myrtle Woods CPUD shall be in accordance with the contents of this Ordinance and applicable sections of the Collier County Land Development Code (LDC) and Growth Management Plan (GMP) in effect at the time of issuance of any development order, such as, but not limited to, final subdivision plat, final site development plan, excavation permit, and preliminary work authorization, to which such regulations relate. Where these regulations fail to provide developmental standards, then the provisions of the most similar district in the LDC shall apply.

Except as provided for herein, all criteria set forth below shall be understood to be in relation to individual parcel or lot boundary lines, or between structures. Commercial condominium, and/or property owners' association boundaries shall not be utilized for determining development standards.

Table I below sets forth the development standards for land uses within the CPUD Commercial Subdistrict. Standards not specifically set forth herein shall be those specified in applicable sections of the LDC in effect as of the date of approval of the site development plan (SDP) or subdivision plat.

TABLE I
DEVELOPMENT STANDARDS FOR COMMERCIAL DISTRICT

	PRINCIPAL USES	ACCESSORY USES
MINIMUM LOT AREA	10,000 Sq. Ft.	N/A
MINIMUM LOT WIDTH	75 Ft.	N/A
MINIMUM YARDS		
Front	25 Ft.	15 Ft.
Rear	50% of the building height, but not less than 15 Ft.	10 Ft.
Side	50 % of the building height, but not less than 15 Ft.	10 Ft.
MIN. DISTANCE BETWEEN STRUCTURES	15 Ft.	50% of the building height, but not less than 15 Ft.
MAXIMUM HEIGHT (ZONED)		
Retail Buildings	3 stories, NTE 50 Ft.*	N/A
Office Buildings	3 stories NTE 50 Ft.*	N/A
MINIMUM FLOOR AREA	700 Sq. Ft. **	N/A

* Architectural appurtenances shall not exceed 75 feet in "actual" height.
** Per principal structure, on the finished first floor.

Note: NTE represents "not to exceed".

EXHIBIT C
MASTER PLAN

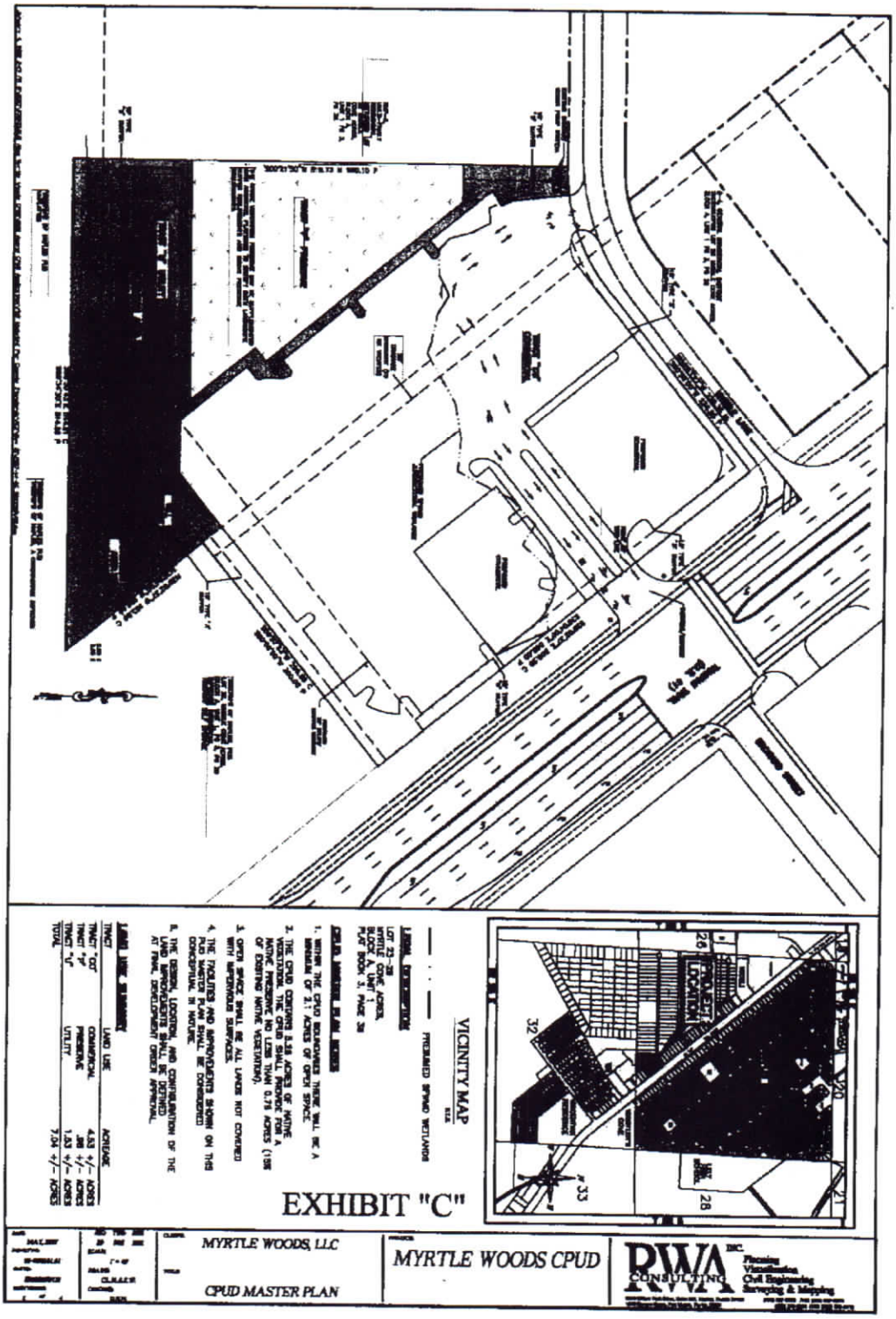


EXHIBIT D
LEGAL DESCRIPTION

LOTS 23, 24, 25, 26, 27 AND 28, MYRTLE COVE ACRES, BLOCK A, UNIT 1, AS RECORDED IN PLAT BOOK 3, PAGE 38 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

EXHIBIT E
LIST OF DEVIATIONS

None

EXHIBIT F
LIST OF DEVELOPER COMITMENTS

TRANSPORTATION

A. All traffic control devices, signs, pavement markings and design criteria shall be in accordance with Florida Department of Transportation (FDOT) *Manual of Uniform Minimum Standards (*MUMS*)*, current edition, FDOT *Design Standards*, current edition, and the *Manual on Uniform Traffic Control Devices* (MUTCD), current edition. All other improvements shall be consistent with and as required by the Collier County LDC.

B. Arterial level street lighting shall be provided at all access points. Access lighting shall be in place prior to the issuance of the first certificate of occupancy (CO).

C. Access points shown on the CPUD Master Plan are considered to be conceptual. Nothing depicted on any such Master Plan shall vest any right of access at any specific point along any property frontage. All such access issues shall be approved or denied during the review of required subsequent site plans, final plat submissions, FDOT permits and/or by an approved Developer Contribution Agreement (DCA). All such access shall be consistent with the FDOT Access Management Policy, as it may be amended from time to time. The number of access points constructed may be less than the number depicted on the Master Plan; however, no additional access points shall be considered unless a PUD amendment is approved.

D. If, in the sole opinion of Collier County and FDOT, a traffic signal, or other traffic control device, sign, or pavement marking improvement within any public right-of- way or easement is determined to be necessary, the cost of such improvement shall be the responsibility of the developer, its successors or assigns. The improvements shall be paid for or installed, at the County's and FDOT's direction. This could be prior to the issuance of the appropriate, corresponding CO.

E. Site related improvements (as opposed to system related improvements) necessary for safe ingress and egress to this project, as determined by Collier County, shall not be eligible for impact fee credits. To the extent possible, all the required improvements shall be in place and available to the public prior to commencement of on-site construction.

F. All proposed median opening locations shall be in accordance with the FDOT Access Management Policy, as it may be amended. FDOT and Collier County reserves the right to close any median opening existing at any time which is found to be adverse to the health, safety, and welfare of the public. Any such modifications shall be based on, but not limited to, safety, operational circulation, and roadway capacity.

G. Nothing in any development order (DO) shall vest a right of access in excess of a right-in/right-out condition at any access point. Neither shall the existence of a point of ingress, a point of egress, or a median opening, nor the lack thereof, be the basis for any future cause of action against the County by the developer, its successor in title, or assignee.

H. All internal roads, driveways, alleys, pathways, sidewalks, interconnections to adjacent developments shall be operated and maintained by an entity created by the developer in accordance with the applicable administrative codes and/or statutes of the State of Florida; and Collier County shall have no responsibility for maintenance of any such facilities.

I. If any required turn lane improvement requires the use of existing County rights-of-way or easement(s), then, if required by County staff, compensating right-of-way shall be provided at no cost to Collier County as a consequence of such improvement(s).

J. All off-site access improvements must be completed prior to commencement of on-site construction.

K. The developer shall provide a public access easement from Myrtle Lane to the signalized intersection of US-41 and Broward Street as approximately shown on Exhibit C, CPUD Master Plan. The public access easement shall not be considered road right-of-way and shall not be used for determining setbacks, or buffering requirements. The exact location and design of the public access easement shall be approved by the Transportation Division at the time of SDP application review.

WATER MANAGEMENT

A. Detailed paving, grading and site drainage plans shall be submitted to Engineering Review Services for review and approval. No construction permits shall be issued unless and until approval of the proposed construction, in accordance with the approved plans is granted by Engineering Review Services.

B. The developer shall grant or dedicate a 50 foot wide drainage and utility easement to Collier County as approximately shown on Exhibit C, CPUD Master Plan. This easement dedication shall occur within the earlier of 60-days of written request by the County, or at submittal of the SDP. The easement shall be granted or dedicated at no cost to the County, with the developer providing all appropriate sketches and legal descriptions. At the County's request, the developer shall install drainage and utility facilities in the drainage and utility easement as part of the site construction, with the location of these facilities determined through the SDP review process.

The County shall reimburse the developer within 180-days of the completion of the installation of the utility and drainage facilities.

The County shall not be responsible for the restoration costs of private facilities within the easement should maintenance of the public utility and drainage facilities be required in the future.

UTILITIES

A. Water distribution and sewage collection and transmission facilities to serve the project are to be designed, constructed, conveyed, owned, and maintained in accordance with applicable Collier County ordinances, and other applicable County rules and regulations.

B. All customers connecting to the water distribution and sewage collection facilities will be considered to be customers of the County, and will be billed by the County in accordance with the County's established rates.

C. The development shall be subject to application for and conditions associated with a water and sewer availability letter from Collier County Utilities Division.

D. The developer shall grant a 60 foot by 70 foot well site easement and an associated utilities and access easement to connect the well site easement to a public right-of-way. The County shall compensate the developer for the well easement dedication through impact fee credits based on the fair market value of the land so dedicated. The utilities and access easement shall be 20 feet wide unless the well site is contiguous to a public right-of-way, in which case, it shall be 15 feet wide. The County utility, access easement is for access, installation, operation, and maintenance of transmission mains, power, telemetry lines and appurtenances. This conveyance shall occur at the time the SDP, plat (or similar process) of the area within the development phase that contains the easement is approved by County staff. At the time of SDP and/or plat submittal, the developer shall provide the well site easement that meets the standard setback requirements for water wells.

ENVIRONMENTAL

A. If prehistoric or historic artifacts, such as pottery of ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial of American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity off such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance section at (850) 245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida law.

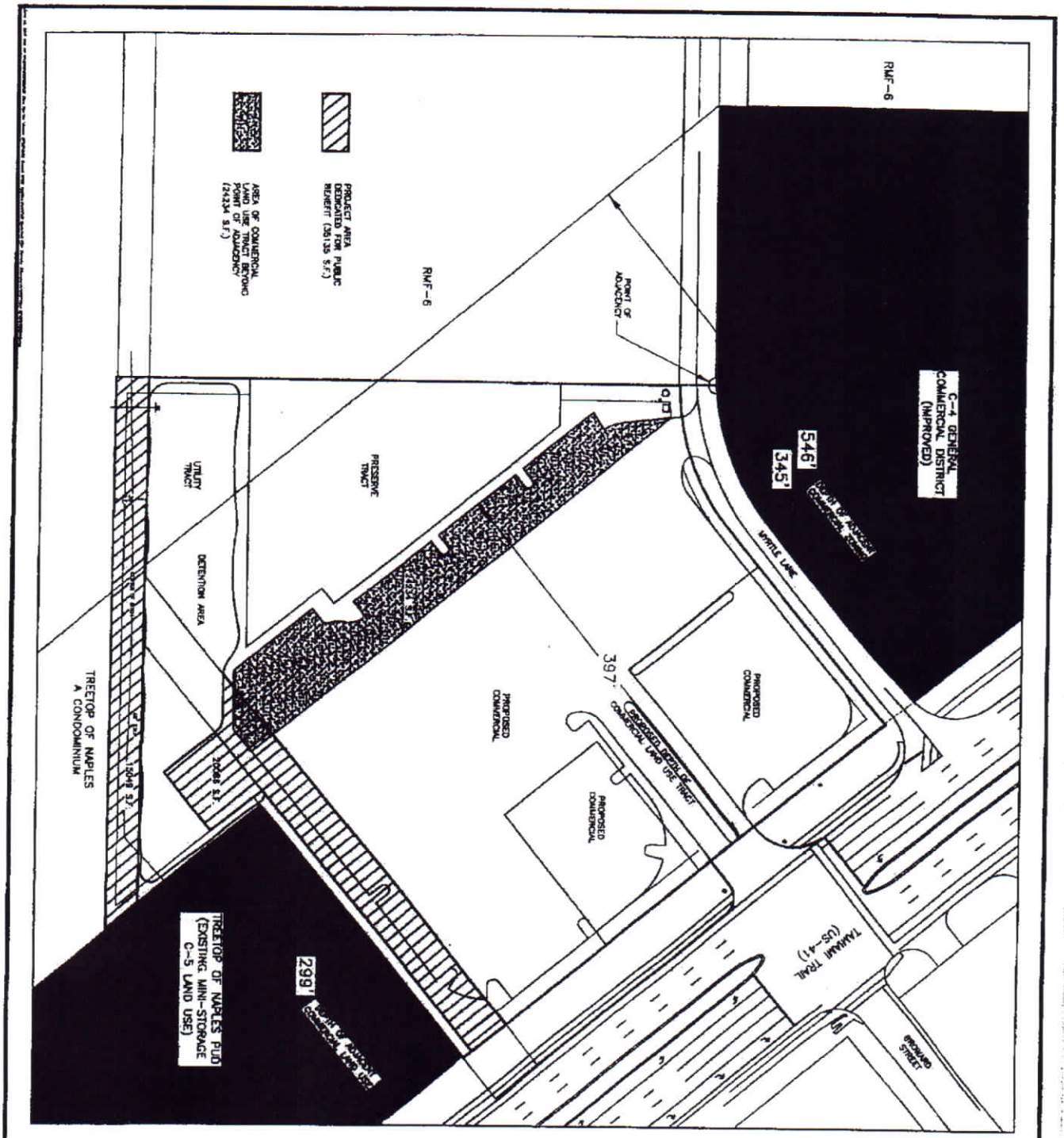
B. A Florida Fish and Wildlife Conservation Commission (FWC) relocation permit shall be obtained for the relocation of the one gopher tortoise found on site prior to commencement of any construction activities. A copy of the permit shall be forwarded to Environmental Services Staff.

C. The developer shall provide a report to Environmental Services Staff on the results of the relocation of the gopher tortoise within thirty days of the relocation. The report shall include the number of burrows excavated, the number of tortoises relocated, and the final relocation site.

PLANNING

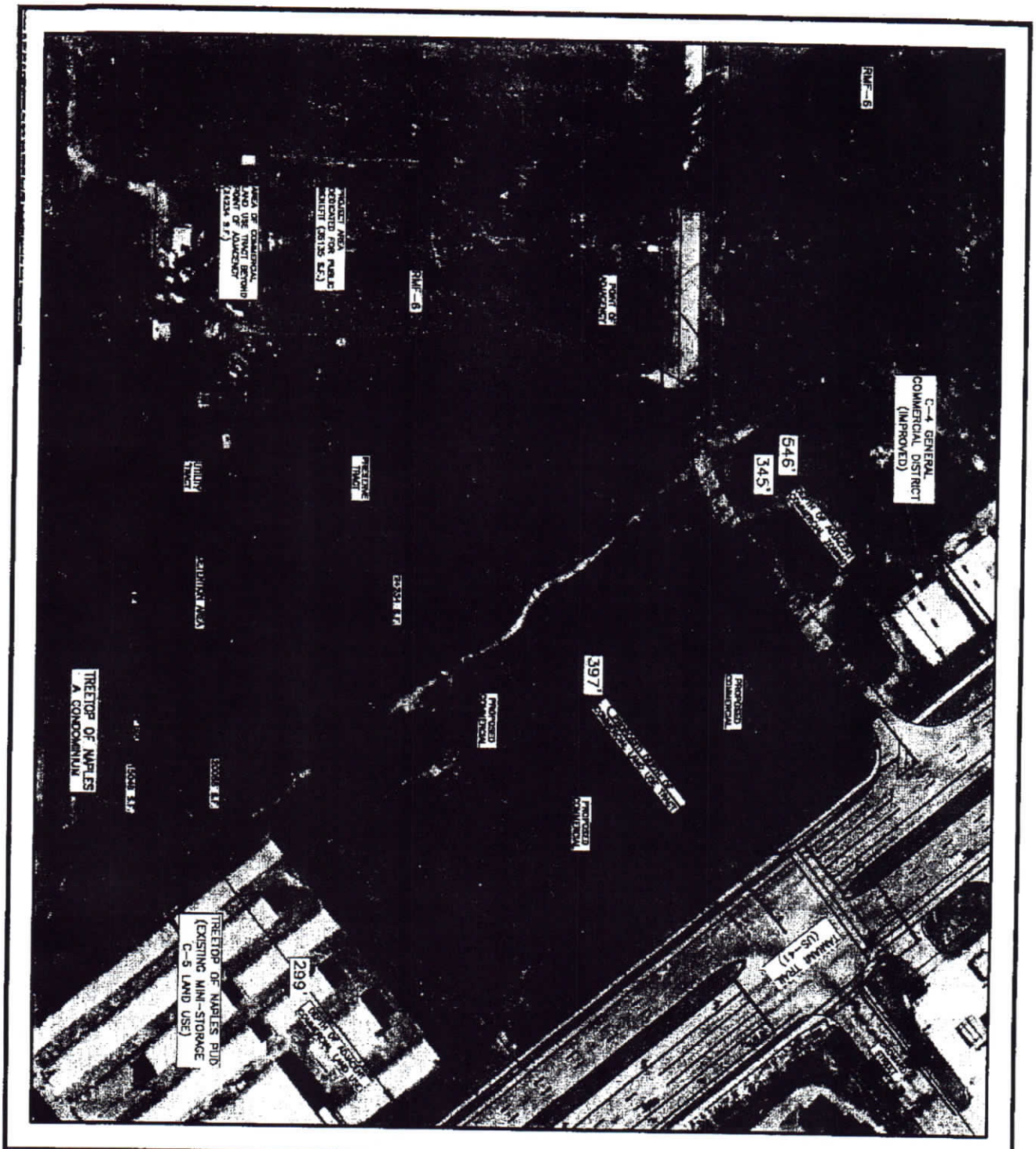
A. The depth of the commercial buildings and parking areas associated with the development shall not exceed 397 feet as measured from the property line fronting on US-41, in order to meet the infill criteria of the GMP.

B. The developer shall install a fence/wall associated with the southern property boundary and the southwest property boundary. No fence/wall shall be installed within the Preserve Tract. The final location of the fence/wall shall be determined during the SDP review process.



RWA CONSULTING INC.
Planning
Visualization
Civil Engineering
Surveying & Mapping
6610 Willow Park Drive, Suite 200, Naples Florida 34109
(239) 597-0575 FAX: (239) 597-0578
1542 Carson Street Fort Myers Florida 33901
(239) 278-5224 FAX: (239) 278-5419

DATE:	APRIL, 2007
SCALE:	NTS
DRAWN BY:	S.E.W.
CHECKED BY:	D.H.N.
SEC:	29
TWP:	50S
RGE:	25E
CLIENT:	MYRTLE WOODS, LLC
PROJECT:	MYRTLE WOODS CPUD
TITLE:	INFILL COMMERCIAL EXHIBIT I
PROJECT NUMBER:	05-0035.01.01
SHEET NUMBER:	1 OF 2
FILE NUMBER:	5003500X02



RWA CONSULTING INC.
Planning
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8610 Willow Park Drive, Suite 200, Naples, Florida 34109
(239) 597-0578 FAX: (239) 597-0579
1542 Carson Street, Fort Myers, Florida 33901
(239) 278-5224 FAX: (239) 278-5419

DATE:	APRIL, 2007
SCALE:	NTS
DRAWN BY:	S.E.W.
CHECKED BY:	D.H.N.
SEC: 29 TWP: 50S RGE: 25E	

CLIENT: MYRTLE WOODS, LLC
PROJECT: MYRTLE WOODS CPUD
TITLE: INFILL COMMERCIAL EXHIBIT II WITH AERIAL PHOTO

PROJECT NUMBER: 05-0035.01.01 | SHEET NUMBER: 2 OF 2 | FILE NUMBER: 5003500X03

STATE OF FLORIDA)

COUNTY OF COLLIER)

I, DWIGHT E. BROCK, Clerk of Courts in and for the Twentieth Judicial Circuit, Collier County, Florida, do hereby certify that the foregoing is a true copy of:

ORDINANCE NO. 2008-09

Which was adopted by the Board of County Commissioners on the 12th day of February 2008, during Regular Session.

WITNESS my hand and the official seal of the Board of County Commissioners of Collier County, Florida, this 19th day of February 2008.

DWIGHT E. BROCK, C.P.A.
Clerk of Courts and Clerk
Ex-officio to Board of
County Commissioners

By: Martha Vergara,
Deputy Clerk

2013 DRI/PUD MONITORING FORM
MYRTLE WOODS CPUD
SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST
REPORT DUE DATE: May 30, 2013

APPROVAL DATE: May 5, 1981
ORDINANCE NUMBER: 81-23 REPEALED
AMENDED: February 12, 2008 ORD. NO. 08-09

APPLICANT INFORMATION:

Name and Address of the owner/developer, successor or assigns of persons, firms, or other entity responsible for implementing this development order. Update address and telephone number as necessary, sign and date.

KC Naples Tamiami LLC
30 S. Wacker Dr., #1710
Chicago, IL 60606

Name: Kevin Cahill

Signature: K Cahill

Date: 6/1/13

E-Mail: Cahillaw@aol.com

If during the past year, the PUD or a parcel(s) within the PUD has been sold to a subsequent owner(s), provide the following information for each parcel that has been sold (attach additional sheets if needed):

Owner entity:
Tract and folio number:
Allocation of development rights and PUD commitments:
Contact's name:
Address:
Telephone number:
Email address:

AUTHORIZED DENSITY/INTENSITY:

	TYPE:	GSF
Tract "CO"	COMMERCIAL	61,000

List the total amount of square feet constructed to date:

DEVELOPER COMMITMENTS:
Check the box that indicates the status of each commitment.

If the commitment has been completed, attach documentation to this report (copy of permit, copy of Preserve Management Plan, copy of receipt or canceled check, etc.). For dedications, list O.R. Book and Page

Commitments deleted from the report and considered fulfilled are no longer monitored through the PUD Annual Monitoring process but are subject to compliance through ongoing maintenance and upkeep. Examples of these types of commitments include exotic vegetation removal, littorals and landscaping.

Land Development Code and County Ordinance

Number.

If the commitment has not been completed, please list the estimated completion date.

commitments have been removed from the monitoring report but compliance will still be required at development review, inspection, certificate of occupancy, etc.

ENGINEERING:

All other commitments have been fulfilled or removed.

COMPLETE ☐ INCOMPLETE ☑

The developer shall grant or dedicate a 50 foot wide drainage and utility easement to Collier County as approximately shown on Exhibit C, CPUD Master Plan. This easement dedication shall occur within the earlier of 60-days of written request by the County, or at submittal of the SDP. The easement shall be granted or dedicated at no cost to the County, with the developer providing all appropriate sketches and legal descriptions. At the County's request, the developer shall install drainage and utility facilities in the drainage and utility easement as part of the site construction, with the location of these facilities determined through the SDP review process.

COMPLETE ☐ INCOMPLETE ☑

The County shall reimburse the developer within 180-days of the completion of the installation of the utility and drainage facilities.

COMPLETE ☐ INCOMPLETE ☑

The County shall not be responsible for the restoration costs of private facilities within the easement should maintenance of the public utility and drainage facilities be required in the future.

ENVIRONMENTAL:

COMPLETE ☐ INCOMPLETE ☑

If prehistoric or historic artifacts, such as pottery, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida law.

COMPLETE ☐ INCOMPLETE ☑

A Florida Fish and Wildlife Conservation Commission

(FWC) relocation permit shall be obtained for the relocation of the one gopher tortoise found on site prior to commencement of any construction activities. A copy of the permit shall be forwarded to Environmental Services Staff.

COMPLETE ☐ INCOMPLETE ☑

The developer shall provide a report to Environmental Services Staff on the results of the relocation of the gopher tortoise within thirty days of the relocation. The report shall include the number of burrows excavated, the number of tortoises relocated and the final relocation site.

PLANNING:

COMPLETE ☐ INCOMPLETE ☑

The depth of the commercial buildings and parking areas associated with the development shall not exceed 397 feet as measured from the property line fronting on US-41, in order to meet the infill criteria of the GMP.

COMPLETE ☐ INCOMPLETE ☑

The developer shall install a fence/wall associated with the southern property boundary and the southwest property boundary. No fence/wall shall be installed within the Preserve Tract. The final location of the fence/wall shall be determined during the SDP review process.

TRANSPORTATION:

All other commitments have been fulfilled or removed.

COMPLETE ☐ INCOMPLETE ☑

Arterial level street lighting shall be provided at all access points. Access lighting shall be in place prior to the issuance of the first certificate of occupancy (CO).

COMPLETE ☐ INCOMPLETE ☑

If, in the sole opinion of Collier County and FDOT, a traffic signal, or other traffic control device, sign, or pavement marking improvement within any public right-of-way or easement is determined to be necessary, the cost of such improvement shall be the responsibility of the developer, its successors or assigns. The improvements shall be paid for or installed, at the County's and FDOT's direction. This could be prior to the issuance of the appropriate, corresponding CO.

COMPLETE ☐ INCOMPLETE ☑

If any required turn lane improvement requires the use of existing County rights-of-way or easement(s), then, if required by County staff, compensating right-of-way shall be provided at no cost to Collier County as a consequence of such improvement(s).

COMPLETE ☐ INCOMPLETE ☑

All off-site access improvements must be completed prior to commencement of on-site construction.

COMPLETE ☐ INCOMPLETE ☑

The developer shall provide a public access easement from Myrtle Lane to the signalized intersection of US-41 and Broward Street as approximately shown on Exhibit C, CPUD Master Plan. The public access easement shall not be considered road right-of-way and shall not be used for determining setbacks, or buffering requirements. The exact location and design of the public access easement shall be approved by the Transportation Division at the time of SDP application review.

COMPLETE ☐ INCOMPLETE ☑

A onetime payment for permanent traffic count stations shall be due at the time of the first PUD Annual Monitoring Report following the first certificate of occupancy within the PUD. The payment shall be based upon the number of ingress and/or egress points (Access Points) based upon the conceptual Master Plan within the PUD Ordinance. Each Access Point shall require a payment of $500.00. If additional Access Points are granted at any time, an additional payment of $500 per Access Point will be payable with the following Annual Monitoring Report. The Traffic Count monitoring requirement shall be considered fulfilled for all PUD's that have already provided at least one traffic count or payment in lieu of traffic counts. PUD's that have traffic count monitoring language tied to specific commitments within their ordinances shall remain in effect.

Please include a copy of the Conceptual Master Plan from the PUD ordinance.

Payment in the amount of $_____

Payable to the C.C. Board of County Commissioners.

Check to be submitted with the annual report to the PUD Monitoring Department.

UTILITIES:

COMPLETE ☐ INCOMPLETE ☑

Water distribution and sewage collection and transmission facilities to serve the project are to be designed, constructed, conveyed, owned, and maintained in accordance with applicable Collier County ordinances, and other applicable County rules and regulations.

COMPLETE ☐ INCOMPLETE ☑

All customers connecting to the water distribution and sewage collection facilities will be considered to be customers of the County, and will be billed by the County in accordance with the County's established rates.

COMPLETE ☐ INCOMPLETE ☑

The development shall be subject to application for and conditions associated with a water and sewer availability letter from Collier County Utilities Division.

COMPLETE ☐ INCOMPLETE ☑

The developer shall grant a 60 foot by 70 foot well site easement and an associated utilities and access easement to connect the well site easement to a public right-of-way. The County shall compensate the developer for the well easement dedication through impact fee credits based on

the fair market value of the land so dedicated. The utilities and access easement shall be 20 feet wide unless the well site is contiguous to a public right-of-way, in which case, it shall be 15 feet wide. The County utility, access easement is for access, installation, operation, and maintenance of transmission mains, power, telemetry lines and appurtenances. This conveyance shall occur at the time the SDP, plat (or similar process) of the area within the development phase that contains the easement is approved by County staff. At the time of SDP and/or plat submittal, the developer shall provide the well site easement that meets the standard setback requirements for water wells.

LLC AFFIDAVIT

STATE OF Illinois)

COUNTY OF Cook) ss:

BEFORE ME, the undersigned officer authorized to administer oaths, on this day personally appeared Kevin Cahill, the Manager (Title) of KC Naples Tamiami, a Florida limited liability company (the "LLC"), who upon being duly sworn, deposes and says:

1. The undersigned is over the age of 18 years, understands the obligations of an oath, and has personal knowledge of the facts stated herein the Collier County Annual Monitoring Report.

2. The undersigned is the Manager of the LLC.

3. The LLC was formed under the laws of the State of Florida, is currently in good standing there under, and has not been dissolved.

FURTHER AFFIANT SAYETH NAUGHT.

Kevin Cahill, Manager
Name, Title

KC Naples Tamiami, LLC
a, Florida LLC

The foregoing instrument was sworn to, subscribed and acknowledged before me this 3rd day of June, 2013, by Kevin Cahill, the (Title) Manager of, a Florida LLC, who is personally known to me or has produced KC Naples Tamiami as identification.

Notary Public
Printed Name: Chantal Palmer
My Commission Expires: 1/23/17

[Notary Seal]

OFFICIAL SEAL
CHANTAL PALMER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/23/17

Collier County

Michael Delate
Q Grandy Minor and Associates, LLC
3800 Via Del Rey
Bonita Spring, FL 34134

July 3rd, 2024

RE: PL2024-5670 Letter of No Objection
Parcel# 60780960002 & 60781000000
5396 Myrtle Lane,
Naples, FL, 34113

Dear Michael Delate,

In response to your request to vacate a 20' wide drainage and utility easement located within Myrtle Cove Acres (Plat Book 3 Page 38, Block A, Lots 24, 25, 26, 27 and 28) on property identified as Parcel Numbers 60780960002 and 60781000000 and installation of an undefined sized pipe underneath a Collier County 50' drainage easement.

The Collier County Road, Bridge and Stormwater Maintenance Division (RBSM) has reviewed your request for vacation as per PL2024-5670 and has no objection to the vacation of the 20' wide drainage easements, on the following conditions:

- A 15' wide replacement easement along the western property line in exchange for the above-mentioned drainage easement vacation.

The Collier County RBSM has reviewed your request to install an undefined size pipe underneath the Collier County 50' drainage easement as per PL2024-5670 and has no objection to the installation of this pipe on the following conditions:

- The RBSM Department must review and approve of design plans for pipe installation across drainage easement.
- Applicant will assume responsibility for restoring the area back to its original or improved conditions.
- The County will not assume maintenance responsibility for installed pipe and will have the right to request its removal if at any point in time the pipe proves a hindrance to maintenance operations or detrimental to easement conditions.

X

Marshal Miller
Division Director

Neighborhood Information Meeting Affidavit of Compliance

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the County to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance

PL20230016211 and
PL20230016212

(Signature of Applicant)

STATE OF FLORIDA, COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online registration this 19 day of April , 20 24, by Sharon Umpenhour as Senior Planning Technician who is ☑ personally known to me or ☐ has produced _____ as identification.

KIMBERLY ANN SCHER
MY COMMISSION # HH 345318
EXPIRES: January 2, 2027

Signature of Notary Public

Kimberly Ann Scher
Print Name of Notary Public

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

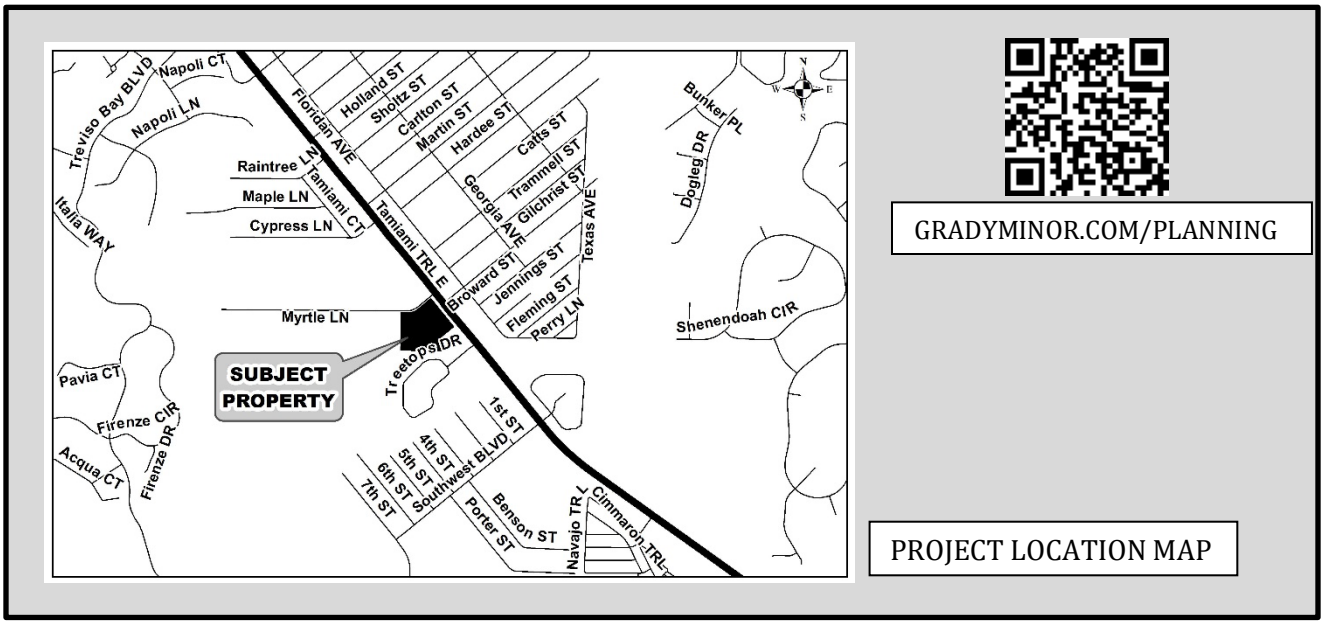
NOTICE OF NEIGHBORHOOD INFORMATION MEETING

PETITION: **PL20230016211 – 5396 Myrtle Lane Commercial Subdistrict**
PL20230016212 – 5396 Myrtle Lane Commercial Planned Unit Development

In compliance with the Collier County Land Development Code (LDC) requirements, a neighborhood Information meeting (NIM) hosted by D. Wayne Arnold, AICP, of Q. Grady Minor and Associates, LLC (GradyMinor), representing Metropolitan Naples, LLC (Applicant) will be held **May 6, 2024, 5:30 pm** at **South Regional Library, Meeting Room A, 8065 Lely Cultural Pkwy, Naples, FL 34113.**

Metropolitan Naples, LLC has submitted formal applications to Collier County, seeking approval of a Small-Scale Growth Management Plan Amendment and Commercial Planned Unit Development (CPUD) Rezone to permit the redevelopment of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse uses, outdoor vehicle leasing and related activities and a maximum of 3,000 square feet of gross leasable area of retail office and service uses.

The subject property is comprised of 8.24± acres and is located at the southwest corner of Myrtle Lane and Tamiami Trail East (U.S. 41) in Section 29, Township 50 South, Range 26 East, Collier County, Florida.



GRADYMINOR.COM/PLANNING

PROJECT LOCATION MAP

If you have questions, please contact Sharon Umpenhour with GradyMinor by email: sumpenhour@gradyminor.com or phone: 239-947-1144. For project information or to register to participate remotely* go to, GradyMinor.com/Planning. Any information provided is subject to change until final approval by the governing authority.

The purpose and intent of this Neighborhood Information Meeting is to provide the public with notice of an impending zoning application and to foster communication between the applicant and the public. The expectation is that all attendees will conduct themselves in such a manner that their presence will not interfere with the orderly progress of the meeting.

**Remote participation is provided as a courtesy and is at the user's risk. The applicant and GradyMinor are not responsible for technical issues.*

Q. Grady Minor & Associates, LLC
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 Fax. 239-947-0375
EB 0005151 LB 0005151 LC 26000266
www.gradyminor.com

Notice: This data belongs to the Collier County Property Appraiser's Office (CCPA). Therefore, the recipient agrees not to represent this data to anyone as other than CCPA provided data. The recipient may not transfer this data to others without consent from the CCPA.

Petition: PL20230016211 & PL20230016212 | Buffer: 500' | Date: 4/2/24 | Site Location: 60780880001 plus others

NAME1	NAME2	NAME3	NAME4	NAME5	NAME6	LEGAL1	LEGAL2	LEGAL3	LEGAL4	FOLIO	ADDRESSTYPE
11387 TAMIAMI TRL E LLC	38220 WILLOUGHBY PRKWY				WILLOUGHBY, OH 44094---0	NAPLES MANOR LAKES BLK 1 COMM	E CNR LOT 17 A/K/A POB, N 39	DEG W 85FT, S 50 DEG W TO	US41 R/W, S 39 DEG E 85FT, N	62250600007	U
41 SQUARE LLC	2055 TRADE CENTER WAY				NAPLES, FL 34109---0	MYRTLE COVE ACRES BLK B LOTS	29 TO 32			60782280007	U
413 PROPERTIES LLC	4850 TAMIAMI TR N #301				NAPLES, FL 34103---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-4			77460760007	U
5202 TREETOPS DR C4 TRUST	720 GOODLETTE RD N #304				NAPLES, FL 34102---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-4			77460560003	U
5204 TREETOPS DR TRUST	1830 FLORIDA CLUB CIR	APT 4101			NAPLES, FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-3			77460520001	U
5253 WOODGATES LLC	61-10 ALDERTON ST #N3				REGO PARK, NY 11374---2796	WOODGATE AT NAPLES (CONDO)	X-104			83294320005	U
5301 WOODGATES LLC	61 10 ALDERTON ST #N3				REGO PARK, NY 11374---2796	WOODGATE AT NAPLES (CONDO)	V-206			83293840007	U
5343 WOODGATES LLC	61-10 ALDERTON ST #N3				REGO PARK, NY 11374---2796	WOODGATE AT NAPLES (CONDO)	S-101			83292120003	U
5401 TREETOPS Q-3 LAND TRUST	2400 OIL WELL ROAD				NAPLES, FL 34120---0	TREETOPS OF NAPLES (CONDO)	SEC I APT Q-3			77462120001	U
7127 MILL POND LLC	837 5TH AVE S				NAPLES, FL 34102---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-2			77460280008	U
ACOSTA, CANDY	5266 TREETOPS DR				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	K-203			83291400009	U
ADAMS, KATHRYN	5279 TREETOPS DR				NAPLES, FL 34113---8513	WOODGATE AT NAPLES (CONDO)	V-101			83293400007	U
ALESSI, JOSEPH	5238 TREETOPS DR				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	L-201			83291640005	U
ALMORA, HERBET A	5318 TREETOPS DR				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-3			77461320006	U
ANTONIO MARRA LIV TRUST	219A NORTH OAK ST				MASSAPEQUA, NY 11758---0	WOODGATE AT NAPLES (CONDO)	S-106			83292320007	U
ARCE, RENE	3701 MUIR WOODS WAY				NAPLES, FL 34116---0	WOODGATE AT NAPLES (CONDO)	J-201			83291000001	U
ARSENEAULT, GILLES	LISA MARIE ARSENEAULT	119 PENNY LANE #2			NAPLES, FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-1			77461840007	U
BABEZKI, ROBERT N & DEBORAH A	3125 ANDORRA CT				NAPLES, FL 34109---0	WOODGATE AT NAPLES (CONDO)	X-202			83294400006	U
BADILLO JR, NELSON & MALVYS	5281 TREETOPS DR #V102				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-102			83293440009	U
BARGAIN HOMES LLC	3841 SW 145TH PLACE				MIAMI, FL 33175---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-5			77462000008	U
BELLEMORE, BRUCE	5363 TREETOPS DR				NAPLES, FL 34113---8518	WOODGATE AT NAPLES (CONDO)	S-205			83292520001	U
BELOSHAPKINA, TATIANA	5235 TREETOPS DR				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	Y-103			83294600000	U
BERNAS, KENNETH J	833 N GAMMON RD APT D				MADISON, WI 53717---1161	WOODGATE AT NAPLES (CONDO)	S-201			83292360009	U
BOLAND FAMILY PROPERTIES LLC	11369 TAMIAMI TRL E				NAPLES, FL 34113---0	NAPLES MANOR LAKES BLK 1 N1/2	OF LOT 14			62250440005	U
BOLAND FAMILY PROPERTIES LLC	11369 TAMIAMI TRL E				NAPLES, FL 34113---7703	NAPLES MANOR LAKES BLK 1 S1/2	OF LOT 14			62250480007	U
BONICH PROPERTIES LLC	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	W-102			83293920008	U
BRADLEY, STACIA	5325 OLD OAK TREE				ORLANDO, FL 32808---0	TREETOPS OF NAPLES (CONDO)	SEC I APT N-5			77461680001	U
BUENO, ROBERTO M	TANIA SANTOS	5307 TREETOPS DR # U103			NAPLES, FL 34113---8516	WOODGATE AT NAPLES (CONDO)	U-103			83293160004	U
BUSTAMANTE, MARIA V	2340 NAPLES TRACE CIR # 801				NAPLES, FL 34109---7505	WOODGATE AT NAPLES (CONDO)	U-201			83293240005	U
CALVANO, GINA	LAUREL MEISSNER	3422 WELLFLEET LN			NAPLES, FL 34114---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-5			77461800005	U
CAMEJO, YURIKA	5297 TREETOPS DR	#V-204			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-204			83293760006	U
CAMPOS, FELIX A	5252 TREETOPS DR				NAPLES, FL 34113---8501	WOODGATE AT NAPLES (CONDO)	K-104			83291280009	U
CARTER, TIMOTHY DALE	CHRISTINE FAYE CARTER	209 SOUTH EASTWOOD ST			NORFOLK, NE 68701---0	WOODGATE AT NAPLES (CONDO)	H-102			83290080006	U
CHOTOO, DULARIE	ANTHONY DURITY	5319 TREETOPS DR			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	T-201			83292840008	U
COASTAL PARADISE LLC	1268 ALHAMBRA DR				FT MYERS, FL 33901---0	TREETOPS OF NAPLES (CONDO)	SEC I APT Q-1			77462040000	U
COASTLAND COOKIE COMPANY INC	3989 SW 141ST AVE				DAVIE, FL 33330---5721	TREETOPS OF NAPLES (CONDO)	SEC I APT O-4			77461760006	U
COTHRAN, JANICE RITA	5241 TREETOPS DR				NAPLES, FL 34113---8510	WOODGATE AT NAPLES (CONDO)	Y-202			83294720003	U
CRUZ, REGINO & PATRICIA A	LOUIS J SALVATORE	5381 TREETOPS DR #M-204			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	M-204			83292080004	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	K-201			83291320008	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	V-205			83293800005	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	I-204			83290720007	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	X-102			83294240004	U
CRYSTAL FAMILY GROUP LLC	12883 BRYNWOOD PRESERVE LN				NAPLES, FL 34105---0	WOODGATE AT NAPLES (CONDO)	X-204			83294480000	U
CUBESMART L P	PTA- CS #451	PO BOX 320099			ALEXANDRIA, VA 22320---0	MYRTLE COVE ACRES BLK A ALL	LOT 30, THAT PORT LCT 31	TOGETHER WITH THAT PORT LYING	IN SEC 32 DESC AS: COM SE CNR	60781120003	U
CUBESMART L P	PTA- CS #451	PO BOX 320099			ALEXANDRIA, VA 22320---0	MYRTLE COVE ACRES BLK A LOT	29			60781080004	U
CUBINE, PHILIP M	5358 MYRTLE LN				NAPLES, FL 34113---8525	MYRTLE COVE ACRES BLK A LOT	17 OR 620 PG 1951			60780720006	U
DATTILO, GAVIN ROSS	5337 TREETOPS DR	T-104			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	T-104			83292720005	U
DE LA CARIDAD F VINA, ERNESTO	5375 TREETOPS DR # M-21				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	M-201			83291960002	U
DEHN, TOM	28470 S TAMIAMI TRAIL				BONITA SPRINGS, FL 34134---0	MYRTLE COVE ACRES BLK B LOT	27			60782220003	U
DUCATEL, ENOL	5324 TREETOPS DR				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-2			77461280007	U
EAST TRAIL HOLDINGS LLC	11375 EAST TAMIAMI TRAIL				NAPLES, FL 34113---0	NAPLES MANOR LAKES BLK 1 LOT	15			62250520006	U
EL GOLFO SEAFOOD INC	9800 SW 77TH AVE				MIAMI, FL 33156---0	WOODGATE AT NAPLES (CONDO)	S-204			83292480002	U
EL HEFNAWY, TALAL	AMAL EL HEFNAWY	8285 LAUREL LAKES WAY			NAPLES, FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-4			77460160005	U
ESCASENA, RAFAEL ENRIQUE	5320 TREETOPS DR #G4				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-4			77461360008	U
ESCASENA, RAFAEL ENRIQUE	5322 TREETOPS DR #G5				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-5			77461400007	U
ETM TAMIAMI LLC	2570 TACKLES DR				WHITE LAKE, MI 48386---1559	NAPLES MANOR LAKES BLK 1 LOT	16 + 17, LESS FOLL, COMM E	CNR LOT 17 A/K/A POB, N 39	DEG W 85FT, S 50 DEG W TO US	62250560008	U
FALCONE, MATTHEW	5206 TREETOPS DR #C1				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-1			77460440000	U
FALLO, CHRISTOPHER R	ANGELA M FALLO	5327 TREETOPS DR #T205			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	T-205			83293000009	U
FELIZ, YRENE	5276 TREETOPS DR #J-204				NAPLES, FL 34113---8503	WOODGATE AT NAPLES (CONDO)	J-204			83291120004	U
FERREIRA, LORENA YNFANTE DE	FELIX MARTIN FERREIRA	5250 TREETOPS DR #K 103			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	K-103			83291240007	U
FRANCIS TR, PHILLIP M & MITZI	PHILLIP M FRANCIS LIV TRUST	MITZI H FRANCIS LIVING TRUST UTD 11/23/94	UTD 11/23/94	1113 S MARSH WIND WAY	PONTE VEDRA BEAC, FL 32082---0	32 50 26 COMM AT N1/4 CNR OF	SEC, W 281.4FT TO POB, S 1	DEG W 149.92FT, W 240.72FT, N	2 DEG E 150FT, E 238.53FT TO	00444320003	U
FRANCISCA ALAS LLC	5240 FLORIDIAN AVE				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-1			77461640003	U
FRESHOUR, PAUL W	LUCILLE KAPAYIANNIDIS	5258 TREETOPS DR			NAPLES, FL 34113---8502	WOODGATE AT NAPLES (CONDO)	J-103			83290920001	U
GABRIEL EGUEZ & ASSOC PA	9167 ESTERO RIVER CIR				ESTERO FL 33928---0	TREETOPS OF NAPLES (CONDO)	SEC I APT Q-2			77462080002	U
GABRIEL EGUEZ & ASSOCIATES PA	9167 ESTERO RIVER CIR				ESTERO FL 33928---0	TREETOPS OF NAPLES (CONDO)	SEC I APT R-2			77462280006	U
GARVIN, BETH D	5290 TREETOPS DR UNIT I-201				NAPLES, FL 34113---8503	WOODGATE AT NAPLES (CONDO)	I-201			83290600004	U
GEMELUS, JENNIFER & HOUSTON	5302 CARLTON ST				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	L-202			83291680007	U
GENELIEN, EMMANUEL	5378 FLORIDAN AVE				NAPLES, FL 34113---7717	NAPLES MANOR LAKES REPLAT	LOT 26			62310280008	U
GIROUX, JACQUELYN L	SUZANNE R MORIN	5275 TREETOPS DRIVE #203			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	W-203			83294120001	U
GONZALEZ, IBELSA AMADO	AGNABEL JIMENEZ	5330 TREETOPS DR #F-4			NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT F-4			77461160004	U
GONZALEZ, KAYLA	ANGELA GONZALEZ	5283 TREETOPS DR #V103			NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-103			83293480001	U
GONZPER, NANCY A	5291 TREETOPS DR #201				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-201			83293640003	U
HARMON, FORREST LAWRENCE	BETH A HARMON	14301 ECR 325			HAWTHORNE, FL 32640---0	MYRTLE COVE ACRES BLK B LOTS	22 + 23			60782080003	U
HARRIS, HILLARD & NARY	17355 ANNCHESTER RD				DETROIT, MI 48219---3526	WOODGATE AT NAPLES (CONDO)	T-103			83292680006	U
HENRY, DONNA	5359 TREETOPS DR				NAPLES, FL 34113---8517	WOODGATE AT NAPLES (CONDO)	S-203			83292440000	U
HERNANDEZ, ANA M	5340 TREETOPS DR #IE4				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT E-4			77460960001	U
HOPKINS, ROBERT	5227 TREETOPS DR # N-1				NAPLES, FL 34113---8509	TREETOPS OF NAPLES (CONDO)	SEC I APT N-1			77461440009	U
HUGHES, SHANNON	5268 TREETOPS DR				NAPLES, FL 34113---8511	WOODGATE AT NAPLES (CONDO)	K-204			83291440001	U
INTERIM HOUSING LLC	2342 CEDAR DALE COURT				MARYLAND HGTS, MO 63043---0	WOODGATE AT NAPLES (CONDO)	V-106			83293600001	U
INTERIM HOUSING LLC	2342 CEDAR DALE COURT				MARYLAND HGTS, MO 63043---0	TREETOPS OF NAPLES (CONDO)	SEC I APT R-1			77462240004	U
JAKOV, STOIAN	41 W 71ST ST APT 1B				NEW YORK, NY 10023---0	WOODGATE AT NAPLES (CONDO)	M-202			83292000000	U
JEAN E CLINTON LLC	5274 TREETOPS DR #J-203				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	J-203			83291080005	U
JENSEN, NEIL EVAN	5287 TREETOPS DRIVE #105				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-105			83293560002	U
JERRICO HOLDINGS 5342 LLC	1468 PALMA BLANCA CT				NAPLES, FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-2			77460680006	U
JERRICO HOLDINGS 5342 LLC	1468 PALMA CT				NAPLES, FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT E-5			77461000009	U
JERRICO HOLDINGS 5352 LLC	1468 PALMA BLANCA CT				NAPLES, FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-5			77460800006	U
JIMENEZ, PEDRO LEON	5229 TREETOPS DR				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT N-2			77461480001	U
JJF3 TRUST	720 GOODLETTE RD #304				NAPLES, FL 34102---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-3			77460720005	U
JKYMIR LLC	7867 SANCTUARY CIR #1				NAPLES, FL 34104---0	WOODGATE AT NAPLES (CONDO)	S-102			83292160005	U
JORGE VEITIA LIVING TRUST	220 S COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	S-105			83292280008	U
JORGE VEITIA LIVING TRUST	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	I-106			83290560005	U
JORGE VEITIA LIVING TRUST	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	I-206			83290800008	U
JORGE VEITIA LIVING TRUST	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	W-204			83294160003	U
JORGE VEITIA LIVING TRUST	220 SOUTH COLLIER BLVD #605				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	Y-203			83294760005	U
JOUBERT III, ARTHUR JOSEPH	575 AUGUSTA BLVD #4				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT D-1			77460640004	U
KARIN E BIRCH TRUST	714 SHORELAND CT				COLUMBIA CITY, IN 46725---1531	WOODGATE AT NAPLES (CONDO)	S-103			83292200004	U
KAROLYS, GLORIA SUSANA	5317 TREETOPS DR				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	U-204			83293360008	U
KARWACKI, JOHN & CINDY	206 WESTWOOD DR				RINCON, GA 31326---0	WOODGATE AT NAPLES (CONDO)	V-203			83293720004	U
KATLINE REALTY CORP	1901 TARPON RD				NAPLES, FL 34102---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-2			77461680005	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOT	22			60780880001	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOTS	23 OR 1255 PG 348			60780920000	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES UNIT 1 BLK	A LOTS 24,25 & 26,	OR 1251 PG 2150		60780960002	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOTS	27 & 28 OR 2074 PG 1302			60781000000	U
KC NAPLES TAMIAMI LLC	101 N WACKER DR #611				CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK B LOTS	24 + 25			60782120002	U
KEENE, JAMES R & NANCY C	31600 GATES MILLS BLVD				CLEVELAND, OH 44124---4366	WOODGATE AT NAPLES (CONDO)	S-202			83292400008	U
KMP OPERATIONS LLC	1652 AVONDALE STREET				NAPLES, FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-5			77460400008	U
KOCHENDORFER, JONATHAN	WILLIAM KOCHENDORFER	5203 TREETOPS DRIVE #P-4			NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-4			77461960000	U
KROM, JANINE M	5315 TREETOPS DR				NAPLES, FL 34113---8516	WOODGATE AT NAPLES (CONDO)	U-203			83293320006	U
L AND M JOSEPH REV LIV TRUST	2082 SAGEBRUSH CIRCLE				NAPLES, FL 34120---0	32 50 26 COMM N1/4 CNR OF	SEC, W 281.40FT, S 1DEG W	149.92FT TO POB, CONT ALG	SAME LINE 149.92FT, W	00442000008	U
L AND M JOSEPH REV LIV TRUST	2082 SAGEBRUSH CIRCLE				NAPLES, FL 34120---0	32 50 26 COMM AT THE N1/4 CNR	OF SEC, W 281.4FT, S 1 DEG W	299.84 TO POB, S1DEG W 149.92	FT, N89DEG W 245.18FT, N2DEG	00442560001	U
L&R RAM LLC	11336 TAMIAMI TRL E				NAPLES, FL 34113---7703	NAPLES MANOR LAKES BLK 1 LOTS	8 + 9			62250320002	U
LAMOGLIA, MANUEL D	5344 TREETOPS DRIVE #E 2				NAPLES, FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT E-2			77460880000	U
LAURORE, KENOL	5380 FLORIDIAN AVE				NAPLES, FL 34113---0	NAPLES MANOR LAKES REPLAT	LOT 42			62310360009	U
LEGGETT, DIANNE	11285 ANGLERS DR				BONITA SPRINGS, FL 34135---0	WOODGATE AT NAPLES (CONDO)	H-203			83290280000	U
LEMAE INC	3510 RADIO RD				NAPLES, FL 34104---0	NAPLES MANOR LAKES BLK 1	LOTS 4, 3 AND N1/2 OF LOT 5			62250160000	U
LEMAE INC	3510 RADIO RD				NAPLES, FL 34104---0	NAPLES MANOR LAKES BLK 1 LOT	6 AND S1/2 OF LOT 5			62250240001	U
LEMAE INC	3510 RADIO RD				NAPLES, FL 34104---0	NAPLES MANOR LAKES BLK 1 LOT	7			62250280003	U
LEON, JUAN ADELIO	5310 TREETOPS DR #H101				NAPLES, FL 34113---0	WOODGATE AT NAPLES (CONDO)	H-101			83290040004	U
LEONARD, JAMES	1190 N COLLIER BLVD				MARCO ISLAND, FL 34145---0	WOODGATE AT NAPLES (CONDO)	Y-101			83294520009	U
LESURE, ESTELL PIERRE	CYNTHIA CYCY BASTIEN	801 MAGNOLIA CREEK CIR			ORLANDO, FL 32828---0	WOODGATE AT NAPLES (CONDO)	T-203			83292920009	U

LINN, TARA	5263 TREETOPS DR			NAPLES,FL 34113---8512	WOODGATE AT NAPLES (CONDO)	W-101			83293880009 U
LJUBENOVIC, MILOS	6215 WILSHIRE PINES CIR #1608			NAPLES,FL 34109---0	WOODGATE AT NAPLES (CONDO)	X-103			83294280006 U
LOOR, GREGORIA M LEMUS	ASUSENA DEL CARMEN L LOOR	5258 CYPRESS LANE		NAPLES,FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT F-5			77461200003 U
LOPEZ, GARDENIA	4480 32ND AVE SW			NAPLES,FL 34116---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-3			77460320007 U
LUCAS, ROBERTO MARTIN	SILVIA SINZIERI	5309 TREETOPS DR #U104		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	U-104			83293200003 U
MACIAS, NICKY L	YANELA T MACIAS	5334 TREETOPS DR APT F-2		NAPLES,FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT F-2			77461080003 U
MAROTTA, ANTONIO	16 FARMVIEW DR			DIX HILLS, NY 11746---0	WOODGATE AT NAPLES (CONDO)	I-104			83290480004 U
MARSHALL, RICHARD W	BLANCA L MARSHALL	7271 N FARMINGTON RD		WESTLAND, MI 48185---2300	WOODGATE AT NAPLES (CONDO)	X-203			83294440008 U
MBK PROPERTIES INVESTMENTS LLC	160 PLANTATION CIRCLE			NAPLES,FL 34104---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-1			77460040002 U
MBK PROPERTIES INVESTMENTS LLC	160 PLANTATION CIRCLE			NAPLES,FL 34104---0	TREETOPS OF NAPLES (CONDO)	SEC I APT R-3			77462320005 U
MBK PROPERTIES INVSTMNT LLC	160 PLANTATION CIRCLE			NAPLES,FL 34104---0	TREETOPS OF NAPLES (CONDO)	SEC I APT G-1			77461240005 U
MBK PROPERTIES INVSTMNTS LLC	160 PLANTATION CIRCLE			NAPLES,FL 34104---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-4			77462160003 U
MESSNER, GEORGE S	5336 TREETOPS DR # 1			NAPLES,FL 34113---8514	TREETOPS OF NAPLES (CONDO)	SEC I APT F-1			77461040001 U
METELLUS, MCKENZIE	5245 TREETOPS DR			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	Y-204			83294800004 U
MEZA, MARIA C	5349 TREETOPS DR #S104			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	S-104			83292240006 U
MONTES DE OCA, LESTER	LIZANDRA CORDOVES GONZALEZ	5208 TREETOPS DR #C2		NAPLES,FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-2			77460480002 U
MORALES, DELFINO	MARIA CONCEPCION MORALES	5206 BROWARD ST		NAPLES,FL 34113---7772	NAPLES MANOR LAKES BLK 5 LOT	1			62253160007 U
MORALES, GLORIA P	5269 TREETOPS DR #W104			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	W-104			83294000008 U
MORQUECHO, DIANA	1453 BERMUDA ROAD			MARCO ISLAND, FL 34145---0	TREETOPS OF NAPLES (CONDO)	SEC I APT C-5			77460600002 U
NAPLES LOAN ACQUISITION LLC	101 N WACKER DR #611			CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOT	21			60780840009 U
NAPLES LOAN ACQUISITION LLC	101 N. WACKER DRIVE	STE 611		CHICAGO, IL 60606---0	32 50 26 BEG N1/4 CNR THENCE	N 89 DEG W 281.40FT THENCE S	1 DEG W 1392.38FT THENCE N 59	DEG 32.50FT E THENCE N 39	00445720000 U
NAPLES LOAN ACQUISITION LLC	C/O KEVIN M CAHILL	101 N WACKER#611		CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOTS	18 + 19			60780760008 U
NAPLES LOAN ACQUISITION LLC	C/O KEVIN M CAHILL	101 N WACKER#611		CHICAGO, IL 60606---0	MYRTLE COVE ACRES BLK A LOT	20			60780820007 U
NAPLES LOAN ACQUISTION LLC	101 N WACKER DR	STE 611		CHICAGO, IL 60606---0	32 50 26 COMM N 1/4 CNR SEC 32	S 373.40FT, E 62.56FT, NELY	252.93FT, NWLY 251.05FT, W 83.	24FT TO POB	00446800204 U
NAPLES LOAN ACQUISTION LLC	101 N. WACKER DRIVE	STE 611		CHICAGO, IL 60606---0	32 50 26 BEG N1/4 CNR,E 83.24	FT TO POB S89DEG E 320.75FT,	S 112.22FT, N89DEG W 79.98FT,	S45DEG W 115.07FT, N39DEG W	00440040002 U
NAPLES LOAN ACQUISTION LLC	101 N. WACKER DRIVE	STE 611		CHICAGO, IL 60606---7593	32 50 26 BEG N1/4 CNR, E 83.24	FT TO POB, S89DEG E 320.75FT,	S 62.22FT, N89DEG W 101.84FT,	S 45DEG W 130FT.07FT, N39DEG W	00446800408 U
NAPLES T LLC	4099 TAMIAMI TRAIL N STE 403			NAPLES,FL 34103---0	WOODGATE AT NAPLES (CONDO)	L-203			83291720006 U
NASIR, SHABRINA	14 NEWBURY PL			NAPLES,FL 34104---0	WOODGATE AT NAPLES (CONDO)	L-101			83291480003 U
NESEN, RONALD M	5365 TREETOP DR #S206			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	S-206			83292560003 U
NUNEZ, DARIO	LUSIVANIA PEROZO	#H-201	5302 TREETOPS DR	NAPLES,FL 34113---8504	WOODGATE AT NAPLES (CONDO)	H-202			83290240008 U
PALM WASH & LAUNDRY LLC	300 W SPRINGS ST	UNIT 505		COLUMBUS, OH 43215---0	NAPLES MANOR LAKES BLK 1	LOTS 10, 11 & 12			62250380000 U
PARADISE COAST INVESTORS LLC	118 PENNY LN #2			NAPLES,FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT N-4			77461560002 U
PARRADO, JOSE	MARTA R MARRERO DIAZ	5248 TREETOPS DR K-102		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	K-102			83291200005 U
PEREZ, LUIS A	5292 TREETOPS DR #I 202			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	I-202			83290640006 U
PERICHI, PEDRO	5215 TREETOPS DR			NAPLES,FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT O-3			77461720004 U
PEROZO, LUSIVANIA P	5302 TREETOPS DR#H-201			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	H-201			83290200006 U
PETERS, MARY	4900 BISCAYNE DR #14			NAPLES,FL 34112---0	TREETOPS OF NAPLES (CONDO)	SEC I APT F-3			77461120002 U
PHILLIPS, AMBER LARAY	2764 VIA PIAZZA LOOP			FORT MYERS, FL 33905---0	WOODGATE AT NAPLES (CONDO)	T-206			83293040001 U
PORRAS, EDUARDO H	11952 SW 10TH ST			MIAMI, FL 33184---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-4			77460360009 U
POWELL, JENNIFER	4335 AURORA ST			NAPLES,FL 34119---0	TREETOPS OF NAPLES (CONDO)	SEC I APT B-1			77460240006 U
PROGENY II CORPORATION	11420 TAMIAMI TRAIL E			NAPLES,FL 34113---0	32 50 26 OR 87 PG 240 BEG AT	SWLY COR BLK 2 TR AC, RUN	NELY ON NW BDRY BLK 2 +	PROLONGATION THERE OF, 710FT	00439960009 U
RANDALL, DAVID	11363 TAMIAMI TRL E			NAPLES,FL 34113---7703	NAPLES MANOR LAKES BLK 1 LOT	13 OR 1360 PG 84			62250400003 U
REALTYWEALTHY.COM LLC	5228 TREETOPS DR			NAPLES,FL 34113---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-2			77460080004 U
RESENDIZ, MARIA CAMARGO	5303 TREETOPS DR #U101			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	U-101			83293080003 U
RIBEROL INVESTMENT LLC	131 25TH ST SW			NAPLES,FL 34117---0	WOODGATE AT NAPLES (CONDO)	T-106			83292800006 U
RICK INVESTMENTS LLC	11330 TAMIAMI TRL E			NAPLES,FL 34113---0	MYRTLE COVE ACRES BLK B LOT	28			60782240005 U
RITA DENISYUK REV TRUST	5314 TREETOPS DR #103			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	H-103			83290120005 U
ROSAS, JESUS	LAURA RAMIREZ	132 6TH ST		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	T-101			83292600002 U
ROSAS, JESUS	LAURA RAMIREZ	132 6TH ST		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	W-103			83293960000 U
RUDISILL, ALLA	133 STANHOPE CIR			NAPLES,FL 34104---0	WOODGATE AT NAPLES (CONDO)	J-202			83291040003 U
RUIZ, ORFANERY	166 E ST MARKS PLACE			VALLEY STREAM, NY 11580---0	WOODGATE AT NAPLES (CONDO)	T-105			83292720007 U
RYKOWSKA, URSZULA	5256 TREETOPS DR #102			NAPLES,FL 34113---8502	WOODGATE AT NAPLES (CONDO)	J-102			83290880002 U
SANDBOX HOLDINGS LLC	1126 BRYDEN RD			COLUMBUS, OH 43205---0	TREETOPS OF NAPLES (CONDO)	SEC I APT Q-5			77462200002 U
SCHIEFERLE, HEATHER ANN	5271 TREETOPS DR #W201			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	W-201			83294040000 U
SCHROWANG, MARY ELIZABETH	5260 TREETOPS DR			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	J-104			83290960003 U
SHEPPARD, STEVEN	5346 TREETOPS DR			NAPLES,FL 34113---8515	TREETOPS OF NAPLES (CONDO)	SEC I APT E-1			77460940008 U
SIEPIORA, GEORGE & BARBARA	703 CEDAR LN			MT PROSPECT, IL 60056---0	WOODGATE AT NAPLES (CONDO)	K-202			83291360000 U
STEINBACHER, LINDA ANN	8443 BORBONI CT			NAPLES,FL 34114---0	WOODGATE AT NAPLES (CONDO)	L-103			83291560004 U
STEVENS, CHERIE M	1005 SHERIDAN AVE			CHARLOTTESVILLE, VA 22901---0	WOODGATE AT NAPLES (CONDO)	V-202			83293680005 U
STEWART, PAUL JOSEPH	27034 JARVIS RD			BONITA SPRINGS, FL 34135---0	TREETOPS OF NAPLES (CONDO)	SEC I APT E-3			77460920009 U
SUNNY PARADISE PROPERTIES LLC	306-6501 E GREENWAY PKWY #103			SCOTTSDALE, AZ 85254---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-3			77461920008 U
SURLIN, MARIA	5201 BROWARD ST			NAPLES,FL 34113---7771	NAPLES MANOR LAKES BLK 4 LOT	26			62253120005 U
SUSANA MORA JIMENEZ REV TRUST	5298 TREETOPS DR			NAPLES,FL 34113---8504	WOODGATE AT NAPLES (CONDO)	I-205			83290760009 U
TARNOWICZ, MARCIN M	15338 SUMMIT PLACE CIR #163			NAPLES,FL 34119---0	WOODGATE AT NAPLES (CONDO)	Y-104			83294640002 U
TEAGLE, RALPH	5239 TREETOPS DR # Y-201			NAPLES,FL 34113---8510	WOODGATE AT NAPLES (CONDO)	Y-201			83294680004 U
TEJEDA, JOCELYN	5285 TREETOPS DRIVE			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	V-104			83293520000 U
TERSY, MARIA IRENE	5373 TREETOPS DR			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	M-104			83291920000 U
THEISS, BRIAN	811 MEADOWLAND DR #C			NAPLES,FL 34108---0	TREETOPS OF NAPLES (CONDO)	SEC I APT N-3			77461520000 U
THORNTON, JANICE	5371 MYRTLE LN			NAPLES,FL 34113---8526	MYRTLE COVE ACRES BLK B LOT	21 OR 423 PG 970			60782040001 U
TORRES, ERICK R	CESAR A CARBALLO	5286 TREETOPS DRIVE		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	I-105			83290520003 U
TORSAN, DINAMARIE	12431 S NASHVILLE AVE			PALOS HEIGHTS, IL 60463---1772	WOODGATE AT NAPLES (CONDO)	L-102			83291520002 U
TREE TOPS LJD INVESTEMENTS LLC	5320 SW 97 AVE			MIAMI, FL 33165---0	TREETOPS OF NAPLES (CONDO)	SEC I APT P-2			77461880009 U
TREE TOPS LJD INVESTMENTS LLC	5320 SW 97 AVE			MIAMI, FL 33165---0	TREETOPS OF NAPLES (CONDO)	SEC I APT R-5			77462400006 U
TREETOPS OF NAPLES SEC 1 LLC	SOUTHERN EQUITIES 2023 TRUST	4604 49TH N 167		ST PETERSBURG, FL 33709---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-5			77460280004 U
TYLINSKI PROPERTIES LLC	11342 TAMIAMI TRAIL EAST			NAPLES,FL 34113---0	MYRTLE COVE ACRES BLK B LOT	26 OR 1036 PG 1485			60782160004 U
UHL PROPERTIES LLC	PO BOX 1023			MARCO ISLAND, FL 34146---0	WOODGATE AT NAPLES (CONDO)	I-102			83290400000 U
UHL PROPERTIES LLC	PO BOX 1023			MARCO ISLAND, FL 34146---0	WOODGATE AT NAPLES (CONDO)	M-102			83291840009 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	T-202			83292880000 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BCH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	W-202			83294080002 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	M-101			83291800007 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	T-204			83292960001 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	L-104			83291600003 U
UR MARCO LLC	%URBAN RESOURCE	PO BOX 415700		MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	T-102			83292640004 U
UR MARCO LLLC	1193 71 ST			MIAMI BEACH, FL 33141---0	WOODGATE AT NAPLES (CONDO)	I-101			83290360001 U
VANCE, KATHERINE A	5313 TREETOPS DR #202			NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	U-202			83293260007 U
VIVAS, NELLY C DEL CARMEN	2240 SW 4TH STREET			CAPE CORAL, FL 33991---0	TREETOPS OF NAPLES (CONDO)	SEC I APT A-3			77460120003 U
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WALLER, DOUGLAS L	LUANN J WALLER	7236 OAK GROVE BLVD		RICHFIELD, MN 55423---3043	WOODGATE AT NAPLES (CONDO)	U-102			83293120002 U
WILLIAM M MALONE REV TRUST	516 GREENBRIAR PL			BOULDER CITY, NV 89005---0	WOODGATE AT NAPLES (CONDO)	L-204			83291760008 U
WILLIAMS, VADA CLEMONTE	5282 TREETOPS DR # 103			NAPLES,FL 34113---8503	WOODGATE AT NAPLES (CONDO)	I-103			83290440002 U
WOODGATE AT NAPLES INC	5000 TREETOPS DR			NAPLES,FL 34113---8560	WOODGATE AT NAPLES (CONDO)	M-203			83292040002 U
WOODGATE AT NAPLES INC	C/O SAMOUCE MURRELL & GAL P A	5000 TREETOPS DR		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	J-101			83290840000 U
WOODGATE AT NAPLES INC	C/O SAMOUCE MURRELL & GAL P A	5000 TREETOPS DR		NAPLES,FL 34113---0	WOODGATE AT NAPLES (CONDO)	Y-102			83294560001 U
ZUNIGA, JESUS & ROSA GARNICA	5360 FLORIDAN AVE			NAPLES,FL 34113---7716	NAPLES MANOR LAKES BLK 4	LOT 1			62252280001 U
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BEIGELBECK, CHRISTIAN & DORIS	14 DEUTSCH			WAGRAM 2232 AUSTRIA	WOODGATE AT NAPLES (CONDO)	M-103			83291880001 F
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KOLTCHAGOV, KOSTADIN	PAULINA KOLTCHAGOVA	643 CHARLEVOIX		MONTREAL H3K 2X8 CANADA	WOODGATE AT NAPLES (CONDO)	H-204			83290320009 F
KOLTCHAGOV, KOSTADIN	PAVLINA A KOLTCHAGOVA	643 CHARLEVOIX		MONTREAL H3K 2X8 CANADA	WOODGATE AT NAPLES (CONDO)	H-104			83290160007 F
KOLTCHAGOV, KOSTADIN	PAVLINA A KOLTCHAGOVA	643 CHARLEVOIX		MONTREAL H3K2X8 CANADA	WOODGATE AT NAPLES (CONDO) #	I-203			83290680008 F
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TREETOPS OF NAPLES, SECTION I, INC.
C/O ASSOCIA GULF COAST
13461 PARKER COMMONS BLVD. SUITE 101
FORT MYERS, FL 33912

WOODGATE AT NAPLES, INC.
9150 GALLERIA COURT SUITE 201
NAPLES, FL 34109

NOTICE OF NEIGHBORHOOD INFORMATION MEETING

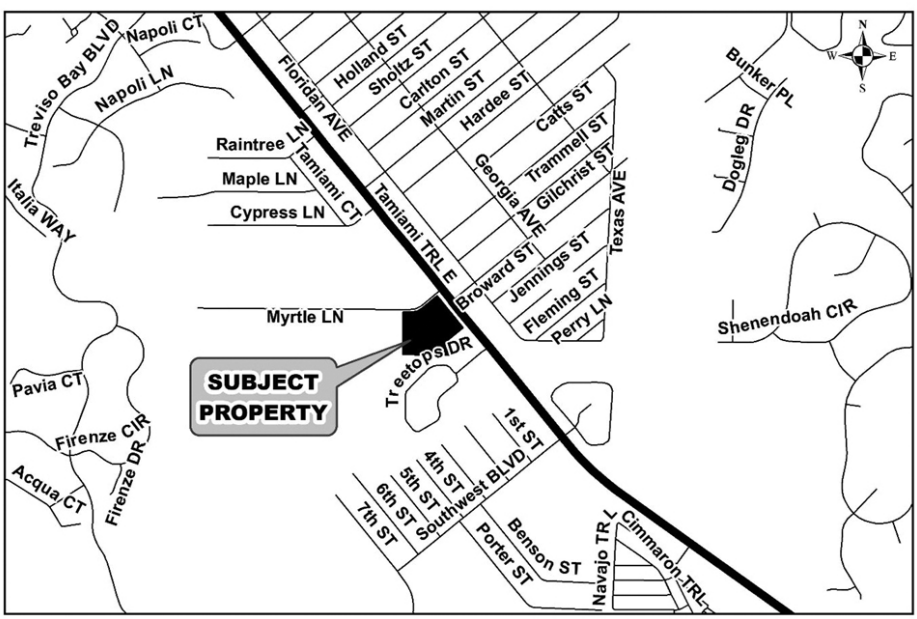
PETITION: **PL20230016211 – 5396 Myrtle Lane Commercial Subdistrict**

PL20230016212 – 5396 Myrtle Lane Commercial Planned Unit Development

In compliance with the Collier County Land Development Code (LDC) requirements, a neighborhood Information meeting (NIM) hosted by D. Wayne Arnold, AICP, of Q. Grady Minor and Associates, LLC (GradyMinor), representing Metropolitan Naples, LLC (Applicant) will be held **May 6, 2024, 5:30 pm at South Regional Library, Meeting Room A, 8065 Lely Cultural Pkwy, Naples, FL 34113.**

Metropolitan Naples, LLC has submitted formal applications to Collier County, seeking approval of a Small-Scale Growth Management Plan Amendment and Commercial Planned Unit Development (CPUD) Rezone to permit the redevelopment of up to 200,000 square feet of gross leasable area of indoor self-storage/warehouse uses, outdoor vehicle leasing and related activities and a maximum of 3,000 square feet of gross leasable area of retail office and service uses.

The subject property is comprised of 8.24± acres and is located at the southwest corner of Myrtle Lane and Tamiami Trail East (U.S. 41) in Section 29, Township 50 South, Range 26 East, Collier County, Florida.



If you have questions, please contact Sharon Umpenhour with GradyMinor by email: sumpenhour@gradyminor.com or phone: 239-947-1144. For project information or to register to participate remotely* go to, gradyminor.com/Planning. Any information provided is subject to change until final approval by the governing authority.

The purpose and intent of this Neighborhood Information Meeting is to provide the public with notice of an impending zoning application and to foster communication between the applicant and the public. The expectation is that all attendees will conduct themselves in such a manner that their presence will not interfere with the orderly progress of the meeting.

**Remote participation is provided as a courtesy and is at the user's risk. The applicant and GradyMinor are not responsible for technical issues.*

5396 Myrtle Lane Commercial Subdistrict (GMPA PL20230016211) and Commercial Planned Unit Development (PUDZ PL20230016212)
May 6, 2024 Neighborhood Meeting Summary and Transcript

Wayne Arnold:	00:01	All right, well good evening everybody. My name is Wayne Arnold and I'm with Grady Miners Associates here tonight representing the applicant sitting in the front row, Sharon on the aisle. She's handling the audiovisual equipment tonight we're required by the County to record the meeting and create a transcript, so we are doing that. So the meeting is being taped and I'll make a couple of other introductions. Over here, with us on our team is Rich Yovanovich, Rich is our land use counsel. Next to him is Norm Trebilcock, who's our transportation engineer, and Mike Delate, who's sort of in the back over there. He's our engineer of record for the project. So we've got a short presentation to go through and talk about the two applications that are pending with the county and make two more introductions, we have Laura Dijon and Parker Clough, both work for Collier County, helping review the planning and zoning documents that we're going through the county review right now.
	01:00	So we're here for two applications for the property that is zoned commercial in part on Myrtle Lane and US 41. We have an application pending for what's called a small-scale conference of plan amendment, and we also have a PUD rezoning application, and those two documents are required for us to move forward with the project to eliminate the existing zoning on the property, replace it with a new zoning document that would be PUD zoning, and I'll show you some of the details of that momentarily. As you can see the site, it's been previously zoned for development, but it's undeveloped and we are sitting sort of between undeveloped, commercially zoned property to the north along Tamiami Trail. And then we have the CubeSmart property just to the east. That's part of the Treetops planned development.
	01:53	So as I mentioned, we're here for two projects, but we're in the urban designated area. Right now we're proposing to create a new sub-district that would be for the Myrtle Lane property, and that establishes basic parameters for what development intensity we can have on the site. We're also then rezoning it for the companion item for the planned development zoning. And that zoning and comp plan, we're seeking a maximum of 200,000 square feet for self-storage and warehousing uses. And then 3000 square feet of retail and service commercial type uses that are supporting what's essentially the U-Haul facility that is proposing to be located here.

02:32 These are part of the future land use map. You can see we're having to create a new district map that would go in the comprehensive plan. You can see some sub-district language that's on the page, but we're asking for development that would allow us to have related uses to the indoor self-storage and warehousing that would support U-Haul, and then also the rental leasing of vehicles and trailers that they do. They have this one, if you're familiar with some of the U-Haul facilities, they have a propane gas facility where you can go and get your propane tank or if you have an alternative fuel automobile, you can get fuel in there. So those are the kind of uses we're proposing in addition to all the C-I through C-III uses that are permitted generally on the property today.

03:20 This is the approved master plan. It's really hard to read, back in the day when this was approved, the county's obviously reproduction capabilities were not what they are today, but this is oriented north to your right. So Tamiami Trail is toward the bottom of the page. It showed access to both Myrtle Lane and the US 41. There was a water management and reserve area toward the western part of the project. The site we've had recently evaluated, it's all exotic vegetation that's on the site. It doesn't qualify for any native preservation. So our project proposes a new master plan, and this one north is oriented up. So you can see that on the bottom toward the Woodgate condominiums. We have our water management area, we have to do some drainages when we clean up and we're coordinating with the county on that.

04:11 And then you can see a series of proposed buildings on the site where we're proposing a four-story warehouse building that would be for indoor self-storage. U-Haul also has concept that you're familiar with, the pods and things like that where you can also store and those are more mobile. Those would be stored at a warehouse building on site as well. And then there's some other alternative storage that they have, and they're not certain that it would be located here, but they have some storage that's sort of a drop-in-place storage type thing. So we've reflected probably three types of buildings that are on the site.

04:42 And then as I mentioned, the retail, if you're familiar with U-Haul, they sell moving supplies. They also sell other incidental things, boxes and things of that nature. This one is considered mobility center and some of those have a little bit of alternative things that they also sell. Some are getting into EV charging stations, which we've made allowances for here. There may be

electric bike sales at some point in the future, but those would be typical C-1 through C-3, and they would be conducted within the three-thousand square foot part of that building.

05:11 The one represents a deviation that we're asking for, and we asked for kind of a blanket deviation and we knew we'd be discussing that in greater detail with staff, and that involves the architectural design standards for the building. Rich and I just represented Home Depot on another parcel just south of here that was recently approved, and they had some alternative design standards that were approved by the county. So we're going to be working with the county engineer and staff to come up with some architectural standards that would be for the U-Haul facility.

05:42 This is a conceptual rendering showing two of those three buildings I described. The third building, as I mentioned, is kind of an alternative that they haven't committed to, but you can see just sort of how this starts to orient on the site. We've asked for a four-story building, which is reflected in those exhibits. This is kind of a co-conceptual rendering. We're working, like I said, with the county's architect to help refine what the buildings will look like and what the buffering will be. Those are all part of our review process.

06:11 As I mentioned before, the permitted uses, we define those by SIC code. We've asked for accessory uses that include things that U-Haul typically does. They do minor servicing and repair of their vehicles, and we also have electric charging stations that we've asked for, as well as some of the other accessory uses such as water management, signage and those things.

06:36 We've asked for and we have a series of development standards that are part of the development of the PUD. We've asked for a zone height of 60 feet today. The zone height of the existing PUD is 50 feet. We've asked for the 60 feet so that we have some flexibility in design for the final building for U-Haul. And we're in the review process. We have not resubmitted after our first round of comments from the staff. We're meeting with them later this week to go over some of the comments that we know we have to have more dialogue on. So we don't have any hearing dates established yet, but this is our opportunity to reach out to the community and get some feedback, let you all understand what it is that we're actually asking for. And then if you've got notice for this meeting, you'll receive notice for a

		planning commission hearing that the county will establish when we get to that stage.
	07:26	It's going to be several months off before we get there, but those dates, you'll get a mail notice. Then signage gets posted on the site. I'm sure you've seen those around the area, where you get the four by eight sign that says, "Notice of Hearing," and it briefly describes that and has the hearing dates on it.
	07:41	So with that, we have those and then this is an informational page. You can certainly take a picture of it or if you want to pick up Sharon's card before you leave, you can either email us at the information or you can go to the QR code, it'll take you to our website and that has all of our latest submittal information for both applications with the county, and we update that as, once we make another submittal back to staff, all those documents that we've revised will be freshened and there will be a copy of this presentation there as well.
	08:11	So that's our brief presentation. We're happy to entertain any questions, anything I didn't answer or any questions you have? If we don't have the answer tonight, we'll certainly do our best to get an answer for you. So just so it's clear on the record, the county likes to make sure our planning commissioners can actually hear the dialogue. So the transcript is clear who I am, but when you all speak, it'd be great if you could either give your name or say whether you're a nearby resident, et cetera, just so that it's clear that it's not one of our development team members that are speaking. And we'd ask that you come to a microphone or if you're not capable, we'll get the microphone to you. So anybody has a question, just raise your hand and we'll start from there.
Walter Roshe:	08:52	Yeah.
Wayne Arnold:	08:52	Yes, sir.
Walter Roshe:	08:53	I'll come up. My name is Walter Roshe and I'm a resident. I noticed that on Myrtle Lane you want to have emergency access.
Wayne Arnold:	09:05	Yes, that's-
Walter Roshe:	09:06	I mean, how do you stop that? Because then you went to the rendering and it looks wide open like anybody could just drive

		there. Is there going to be a sign that says no driving unless you're an emergency vehicle?
Wayne Arnold:	09:17	Well, typically where we have those types of access points, they are signed in that manner, that it's for emergency vehicles.
Walter Roshe:	09:24	But that's it. Just a sign?
Wayne Arnold:	09:25	It is often a sign, it can't be a gate, but that is one of the comments that staff came back to us and said, if there's an opportunity that you get a signalized access point at the Broward signal that's there, we want you to maintain that access open to the public. So that's a point that we're dialoguing with the county staff right now.
Walter Roshe:	09:41	So it doesn't sound like it's going to be emergency access?
Wayne Arnold:	09:44	I honestly don't know. I mean, we just don't know.
Walter Roshe:	09:46	Because on the original PUD that was approved, there was no access.
Wayne Arnold:	09:50	There actually was, but there was a condition that said we had to maintain that as a public access point.
Walter Roshe:	09:56	That's what I wanted to know.
Rich Yovanovich:	09:57	Is it, sir?
Wayne Arnold:	09:59	Excuse me, sir.
Rich Yovanovich:	10:00	Is it your preference that we'd be limited to a emergency access only on Myrtle?
Walter Roshe:	10:05	I prefer that you don't use Myrtle because you have commercial trucks on a lane that's a very, it's not a highway, it's not a road. It's a lane. And definitely from the rendering it looks like people are going to drive in their trucks, they're going to go down the street, sweep out their trucks and go back in. That's the problem, sir. And the truck, the street can't handle the traffic, can't handle all the trucks.
Wayne Arnold:	10:25	Okay, thank you. Anybody else have a question, comment. Come on up.

Steve Fuller:	10:37	Thank you, Laura. I'm Steve Fuller. [inaudible 00:10:42]. Hi, I'm Steve Fuller. I live in 5259 Myrtle. This is a real small representation of the neighborhood meeting we had on Thursday night?
Walter Roshe:	10:50	Thursday night.
Steve Fuller:	10:52	At seven o'clock when the majority of the 35 homes on Myrtle Lane were capable of actually attending. So there is a much larger contingency that's not real happy with this, and I respect your position as an engineering firm.
Sharon Umpenhour:	11:08	Sir, can you please speak into the microphone? Thank you.
Steve Fuller:	11:14	But there's a lot of issues and I've come up with a lot more questions. I value Walts. You showed the picture of the four-story buildings. And the city of Naples are capped at 42 and 45 high, and they can get four stories in and we're seeing 60 and 70 feet of height. That could be much more than four stories. That's one thought. Myrtle Lane, as Walter said, is a seventeen-foot wide road. The majority of people on that street drive trucks and trailers, eight and a half foot wide vehicles. You got to pause to let people go down that road. You got to dodge mail boxes.
	11:57	Myrtle Lane hasn't been resurfaced in the 20 years since I've known it. If anybody knows any different, please speak up. So Myrtle Lane is an extremely rural, low density, low volume lane, 17 feet wide. I think if you look at the new standards for roadways and communities, it's 32 to 36 feet. Okay, so let's start with that. I'm one of the belief that if whatever happens on these lots, commercial and the potential rezoning of RMF 6 to commercial, and I got a question, how many designations of commercial zoning are there? I mean, is there just one or is there retail? Is there industrial?
Wayne Arnold:	12:48	Well, we're rezoning to a commercial PUD.
Steve Fuller:	12:51	Commercial PUD.
Wayne Arnold:	12:52	Yes.
Steve Fuller:	12:52	So once that's been rezoned to a commercial PUD, does that create an avenue where other things could be developed in that commercial PUD?

Wayne Arnold:	13:04	Well, today most of the property is zoned as a commercial plan development.
Steve Fuller:	13:07	But you're adding more like two and a half lots. Two and a half acres of RMF 6?
Wayne Arnold:	13:12	Yes sir. We're adding some of the land that's on the west side. Yes, sir.
Steve Fuller:	13:17	You know, you guys talked a lot about the RMF 6 apron around this property, but you really neglected the, excuse me, RMF 6. You really neglected the single family, 35 homes at the end of that street that are going to really carry the burden of traffic. I think the building height is too much. I think the county has come up with some incredible questions of the development study and plan and Laura's got a lot on there. I saw the architectural review has a lot of questions there. Environmental has questions. That community, Myrtle Lane is bound on three sides by South Florida Water Management canals and their major canals, the [inaudible 00:14:05] Drainage Canal and the one by Treviso, they are major canals, flood, and several these people who live at the end of the street will tell you how high the waters come up. Not just in our last flood from Hurricane Ian, but in previous times.
Wayne Arnold:	14:18	Sure.
Steve Fuller:	14:19	That's a lot of concrete. That's a lot of surface area. And we're concerned with water retention, which I don't know, I'm not an engineer, but there's some real unique ways that stats and numbers are managed and a water management area that is supposed to be like, I don't know, whether it's 1.2, 1.4 acres, but it encroaches in to other utility easements and other drainage easements. I was under the impression they're supposed to be kept separate. Please, if you got answers for these. I'd love to hear.
Wayne Arnold:	14:53	Well, you've raised issues that the county staff, that's part of the normal review process that we go through on almost every project. So we are addressing traffic, we're addressing stormwater management. The county staff has questioned because of the East Naples plan that's been in process, some of the design standards for the buildings, those are all things that we'll continue to dialogue with staff about as we go through the process.

Steve Fuller:	15:16	I thought the county commissioners, both Rick LoCastro and Saunders was considering a moratorium on storage facilities. We have eight between Airport Road and which goes down to [inaudible 00:15:32] with 92. We have like eight storage centers already. And there's one more planned, in addition to what you guys are thinking. So I ask the question, this is to the county that has a responsibility to really oversee development in a responsible fashion that's an asset to the community, and an asset to the surrounding neighbors that live within that community.
	15:55	And I'm wondering how this mega U-Haul center is really going to be an asset there when it could be easily located further down on I 51 or further out 41 where there's already agricultural in making land around it and more commercial around it. Here you're going to make a big impact on a small community.
	16:27	I know this is a meeting for the U-Haul, but we also know that there's an application into the county to take the lot right over there on the left-hand side, it's 2.7 acres, which in RMF 6 zoning would yield maybe 16 units. There's already an application in for 44 units. Casey in Naples, who still will own four and a half acres surrounding the west side and kind of south side, he's all zoned with multi [inaudible 00:17:02]. What's he going to do? Is he going to come in and try to pop 12 units per acre now on his property also. We got questions about the height, the amount of concrete, the facility itself. And let me ask you, because you showed in that rendering the building on the right and we were told that you were going for four stories. What's the square footage in that building in four stories?
Wayne Arnold:	17:25	I don't think we know the breakdown yet of any of those building square footage. We just know the total is about 200,000.
Steve Fuller:	17:33	And it's zoned for 20,000. Correct/.
Wayne Arnold:	17:33	I'd have to check the prior zoning, but I think it's more than-
Steve Fuller:	17:34	So you're asking for a major change in the zoning?
Wayne Arnold:	17:39	Yes sir. We're aware of that. But again, indoor self-storage generates a lot of square footage with little impact. Most of those indoor self-storage units-

Steve Fuller:	17:47	You don't live on Myrtle, I'm sorry, Mr. Arnold, we're going to differ on your term of impact.
Wayne Arnold:	17:52	That's okay.
Steve Fuller:	17:54	The other proposed one-story and the other proposed one-story, on your rendering that also is a four-story building.
Wayne Arnold:	18:00	I know I told you that was a conceptual rendering that U-Haul prepared to show you how these buildings were going to be oriented on the site.
Steve Fuller:	18:06	Okay. I've also talked to EMS and the fire station right across the street. This may be a question for you. I know there's been a lot of traffic control, signage, orientation, arrows on roads down at Barefoot Williams. I know they've had a couple of bad wrecks there. I know at our intersection of Broward, at 41, I couldn't get real stats because it's unique how the county doesn't, they're three to five-year data on the fields, but they're changing software and they said there's only been one accident in the last three years. I know that's not the truth. There's two memorials, two memorials at that intersection for people that have died.
	18:47	So I think when you put this structure with the access that you've drawn it, you're going to create more of a nightmare for the residents. Certainly on Myrtle, you're create a nightmare. You're create a nightmare for the manor. If you go back to that 2008 proposed zoning change for the Myrtle Cove Acre commercial put, they connected Myrtle to Broward.
Wayne Arnold:	19:13	Yes, sir.
Steve Fuller:	19:13	A lot of us want that. A few don't. There's concern if you connect it to Broward, then all of a sudden that's going to open the venue for the multifamily, what they could do down the road, that emergency exit, if that was a bona fide, even larger than the Myrtle seventeen-foot wide lane, that was a bona fide pass through to where we could at least use that to access a stoplight for traffic control and accessibility. That might be one perk. I think that would be a benefit. I'm sure you all doesn't want us winding through their lot. My suggestion would be to split that lot and bring Myrtle to the light. Then you've got, is KC Naples here? So the actual landowner's not here. He'd end up with two more valuable corner parcels.

Wayne Arnold:	20:10	Okay. Thanks, Steve.
Steve Fuller:	20:10	Safety responsible.
Wayne Arnold:	20:13	Thanks Steve. Anybody else have a comment? Yes sir. Come on up.
Greg Vilk:	20:26	Hi, I'm Greg Vilk. I'm actually a property owner.
Wayne Arnold:	20:31	Could you repeat your name please?
Greg Vilk:	20:31	Greg Vilk.
Wayne Arnold:	20:31	Greg Vilk, thank you.
Greg Vilk:	20:31	I just had a question if you can flip back Exhibit C. You had mentioned that was an approved plan?
Wayne Arnold:	20:39	This one?
Greg Vilk:	20:40	Yeah.
Wayne Arnold:	20:41	Yes, it is.
Greg Vilk:	20:43	Do you have any history on that approval? What it was approved for, the use?
Wayne Arnold:	20:46	I do.
Greg Vilk:	20:47	And it looks as if it goes right into the intersection, the entries, because I had always thought that that land had to use the intersection.
Wayne Arnold:	21:01	That existing zoning for the commercial for planned development has language in there that would mandate if there's a signalized access point here on Tamiami Trail, that that needs to be opened back to Myrtle Lane.
Greg Vilk:	21:14	Okay. Is it those conditions or first you must use the intersection for access?
Wayne Arnold:	21:21	I can go back and look at the language, but I'm pretty certain that we talked about if we gain that access of the Broward signal, then that's how that is, so that's essentially what staff has asked us to do and that's what we're continuing to discuss with them now.

Greg Vilk:	21:34	Okay. And let me just ask as far as the commercial zoning, as far as the classification. At this time, I'm familiar with, I think it's C3, C4, C5 and so on. Does this fall into as a C3, a C4, a C5, or are they completely different?
Wayne Arnold:	21:51	Well, it's a little different, but most of the uses that we've asked for that we want are not C3 uses because the indoor self-storage is a conditional use in C4. But we're not asking for straight zoning, we're asking for a planned development. So that's why we've indicated those uses. So those would be more traditionally found in C4 type zoning industries.
Greg Vilk:	22:13	Which is what I thought. So the U-Haul facility doesn't comply in a C3, which it's currently zoned at. What it's marketed at?
Wayne Arnold:	22:20	It is not really zoned C3 today. It's primarily zoned commercial plan development and it allows a whole bunch of different uses. It allows 61,000 square feet of commercial uses today.
Greg Vilk:	22:31	Okay.
Wayne Arnold:	22:33	It allows a whole host of things, offices, medical offices, vehicle sales. I mean I've got a list that's got 20-odd uses that are permitted by right in those groups.
Greg Vilk:	22:45	All right, thank you.
Wayne Arnold:	22:45	Yes, sir. Anybody else have a questions, comment? Yes, sir.
Dick Whitesell:	23:00	My name's Dick Whitesell. Now, back here some years ago, the county came in and they widened the canal out behind our houses and I'm getting flooded every time it rains. And the county said they were going to come back and they were going to care of the issue. How much more water are we going to get from this running down my backyard?
Wayne Arnold:	23:26	Well, we're not really in that part of the site design phase yet. This is more the conceptual zonings phase. We have to have a very conceptualized water management plan and you can see on our master plan.
Dick Whitesell:	23:37	Well, the water management came down and they did all that out that night on my backyard and they said they were going to take it away. They never did. Now the water just floods me out every time it rains.

Wayne Arnold:	23:47	Well, I would encourage you to talk to the county stormwater management department. I
Dick Whitesell:	23:50	I did. If it didn't do no good, but you're going to go ahead, you're going to put this in there. Where's all that water going to go?
Wayne Arnold:	23:56	So the water we're required to discharge into that canal system and so we have to treat and store water on the site as well. So we've designed a conceptual area for water management, that's on that south side of the site and of course the Lely improvements come down to this way. So there's part of those Lely, LASIP, canal system that comes through a portion of the property. But yeah, we have not designed the detailed water management system yet. But we will, we definitely-
Dick Whitesell:	24:25	That's the one thing you're going to want to think about because that floods every time, even with the little, when the rains we've been getting and we start getting heavier rains, you're going to put all that black top and cement out there. All that water's got to go somewhere and it's going to be right in my backyard again. It's going to wash out other people too.
Wayne Arnold:	24:39	Understood. Thank you. Anybody else?
Claudia Fuller:	24:53	Hi, Claudia Fuller, 5259 Martin Lane. The existing use of doctor's offices, like retail is much more in character with the community than the Mobility Center and maybe that's why the Mobility Center is not zoned for this area. When I read through the plan and the response that was set up for this, very little reference was made to the residential area beyond the RMF 6. In our neighborhood meeting last week, a lot of people said, why bother rezoning it, leave the RMF 6, leave the zoning as it is, use it to its best ability and if Mobility Center doesn't work there, then it doesn't work there because it's not consistent with the neighborhood character.
	25:57	Ways it's not consistent is that the four-story, 60-foot building really does not fit with our neighborhood. And the density of use seems awfully high because you have the 200,000 square feet of storage plus 3000 square feet of retail. But you're not even talking about how much outdoor storage also, I mean the whole piece of property is going to be used in that sense and talking about drainage, all of that is a lot of junk draining off into our canals.

	26:39	Your executive statement also talks about this being great for urban infill. Well, commercial urban infill is intended to provide beneficial goods and services to the community. It's not this. This is not beneficial to our neighborhood. So the rezone to U-Haul does not benefit our community. Maybe it would be better down by the Home Depot that you guys just worked on. Down at a cross road arterial road like 951 and 41 or even out by the interstate.
	27:13	And then also in your executive summary, you guys talked about how this was such a great location and it meets the needs of the community and this is on point 14, it says whether change suggested is at scale with the needs of the neighborhood or the county. And your response was the scale of the project is in scale with the needs of the community. I disagree. The change is out of scale with the needs of the neighborhood, the needs are already met in the immediate area. In a 2.8 mile stretch from that this, on 41 that this complex encompasses. We already have five constructed storage centers plus another one that's going to be built. So this all represents over 450,000 square feet of storage in 2.8 miles. Maybe this is an overreach and maybe it's too much, too close to the neighborhood and all the other storage units. Thank you.
Wayne Arnold:	28:16	Thank you. Bye.
	28:20	Anybody else have any thoughts? Everybody ready to go home and have dinner?
Claudia Fuller:	28:28	Can I ask a question without coming out again?
Wayne Arnold:	28:29	No, you need to be on the microphone, Steve.
Steve Fuller:	28:32	I would like to know the process. The board is here and Peter's here, but what's the process? Like I said earlier, most of the people on our street are working and they can't be here, so is there going to be another meeting? Is there going to be a meeting that's conducive to the timeframe of the residents that are going to be impacted by this? When would we have a next meeting? How's this going to go on, right?
Wayne Arnold:	29:01	Steve, as I mentioned, we're going to, we'll take one at a time and the answer to your question is we're required to hold one neighborhood information meeting after we get our first round of review comments and before we hold a planning commission hearing. And then the planning commission is the first public

		hearing, that's an advertised public hearing and that occurs on a first or third Thursday of the month at 9:00 A.M. at Collier County Commission chambers and then that's followed, they make a recommendation to Collier County Commission in which those meetings are generally speaking, 9:00 A.M. meetings as well.
Steve Fuller:	29:39	How can a small community that doesn't have a homeowners association like Myrtle Cove that can't get off of work, how can we represent ourselves?
Wayne Arnold:	29:48	Well, it sounds like you already started. One, you've talked to your own residents and two, you've had dialogue with county staff, which is probably the most appropriate way for you to communicate your thoughts to the staff so you can at least have your thoughts represented while they're reviewing the application.
Steve Fuller:	30:02	Thank you.
Wayne Arnold:	30:05	Thanks, Steve. Yes, sir. Come on up.
Greg Vilk:	30:11	I just wanted to make one mention off of what Steve is saying as far as the meetings. Every meeting with the county officials is a public meeting.
Wayne Arnold:	30:21	Correct.
Greg Vilk:	30:22	It's an open meeting to anybody that wants to attack. You may not have the right to talk [inaudible 00:30:31] that you can attack and I think that's probably for the community and for the development and engineers probably have that dialogue. Make sure that the community is present at those.
Wayne Arnold:	30:40	You'll get notice. Like I said, if you receive notice at this meeting, you'll get public notice of those other public hearings.
Greg Vilk:	30:45	I'm talking about all the meetings. I'm talking about any meetings, any at all.
Wayne Arnold:	30:49	Yes. And at those meetings you will be given time. The public is always given time to comment on the projects that are on the-
Greg Vilk:	30:54	Okay, I just wanted, because that's kind of what he asked.
Wayne Arnold:	30:56	Okay, thank you. Anybody else?

Joe Smith:	30:59	I'm going to give it a try.
Wayne Arnold:	30:59	Okay, come on.
Joe Smith:	31:02	I'm not very good at this. My name is Joe Smith. My family's been on the street since 1968. We bought a first piece of property, then we bought a second, then we bought the house. I currently live in the house my family owned since '72, '73. We flood. As Dick says, it's a low-lying area. My house is flat on the ground. It is not elevated. It probably wouldn't meet code at this time. With the new building standards, obviously everything changes over time. If they build this and they do not fix the drainage, I'll flood even worse.
	31:57	Currently, as Steve has stated and other people have stated, our street is very narrow. We should not allow any commercial access to our street. I started a business in '99 and I had to sign a document with the county stating that my business would not create any extra traffic on the street. So this business obviously is going to create extra traffic on the street. It doesn't matter if we connect the street to the stoplight, which I prefer we would not connect the street to the stoplight and that emergency access you have there, if this plan was to go through, would have to be gated to keep all the traffic from the commercial building off of our street. That's pretty much all I got to say.
Wayne Arnold:	32:56	Well, thank you for the comments. Anyone else? Yes sir. Come on up.
Todd:	33:07	Todd Jones. 5315 Merlin, about 20 years. I'd just like to concur with my other neighbors here. This is not concurrent with the feel or the usage of what this area should be. There should definitely not be access, emergency or otherwise onto a street that can barely accommodate two vehicles at this time. I feel that this not only would propose a downside effect to our property value, but also to our quality of living. You have a situation where you're going to have industrial activity. Every U-Haul truck has a backup beeper. How many trucks are going to be there beeping all day long, backing up, moving back and forth. Are you going to have propane fill there? Are you going to have a large propane area? I just don't think this is a proper place for this project. And I share the sentiments of my neighbors.
Wayne Arnold:	34:02	Okay, thank you for coming out. Thanks for the comment. If there's nobody else, we'll close the meeting and I'd like to thank

everybody for coming out tonight and as I mentioned, we go back to that page if you want to take a photo of it or any of the information for our contacts so you can get a copy of the materials. That's where you do it. Thank you, all. Good night.

PETITIONS:
PL20230016211 – 5396 MYRTLE LANE COMMERCIAL SUBDISTRICT (GMPA); AND
PL20230016212 – 5396 MYRTLE LANE COMMERCIAL PLANNED UNIT DEVELOPMENT (PUDZ)

May 6, 2024, Neighborhood Information Meeting (NIM)

U-HAUL®

GradyMinor

Project information and a copy of this presentation can be found on our website:
GRADYMINOR.COM/PLANNING/

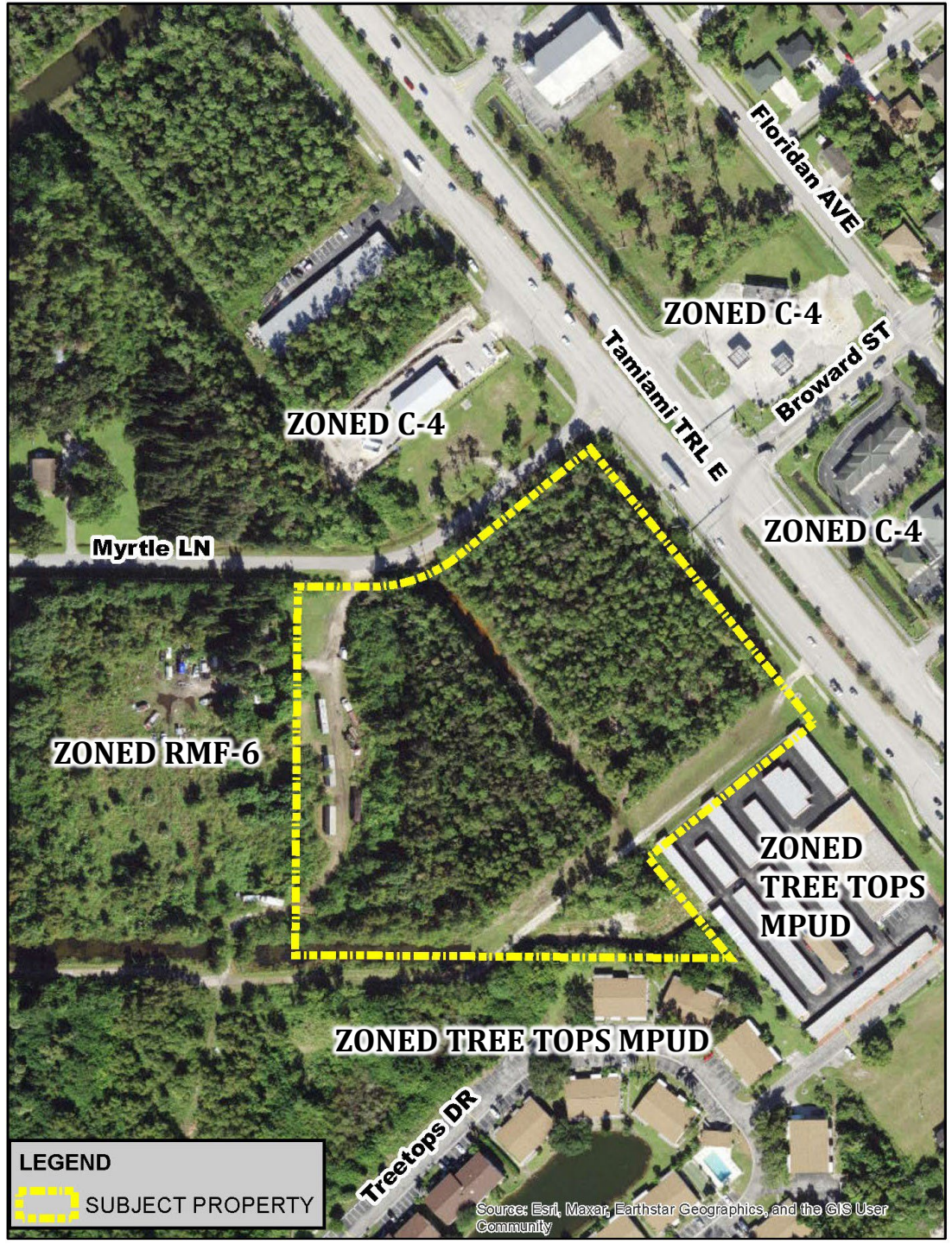
INTRODUCTION

PROJECT TEAM:

- **Metropolitan Naples, LLC** – Applicant
- **Richard D. Yovanovich, Esq., Land Use Attorney** – Coleman, Yovanovich & Koester, P.A.
- **D. Wayne Arnold, AICP, Professional Planner** – Q. Grady Minor and Associates, LLC
- **Michael Delate, P.E., Civil Engineer** – Q. Grady Minor and Associates, LLC
- **Norman J. Trebilcock, AICP, PTOE, P.E., Traffic Consultant** – Trebilcock Consulting Solutions

***Please note, all information provided is subject to change until final approval by the governing authority**.

LOCATION MAP



PROJECT INFORMATION

FUTURE LAND USE (FLU) DESIGNATION:

Existing: Urban Designation, Mixed Use District, Urban Coastal Fringe Subdistrict

Proposed: 5396 Myrtle Lane Commercial Subdistrict

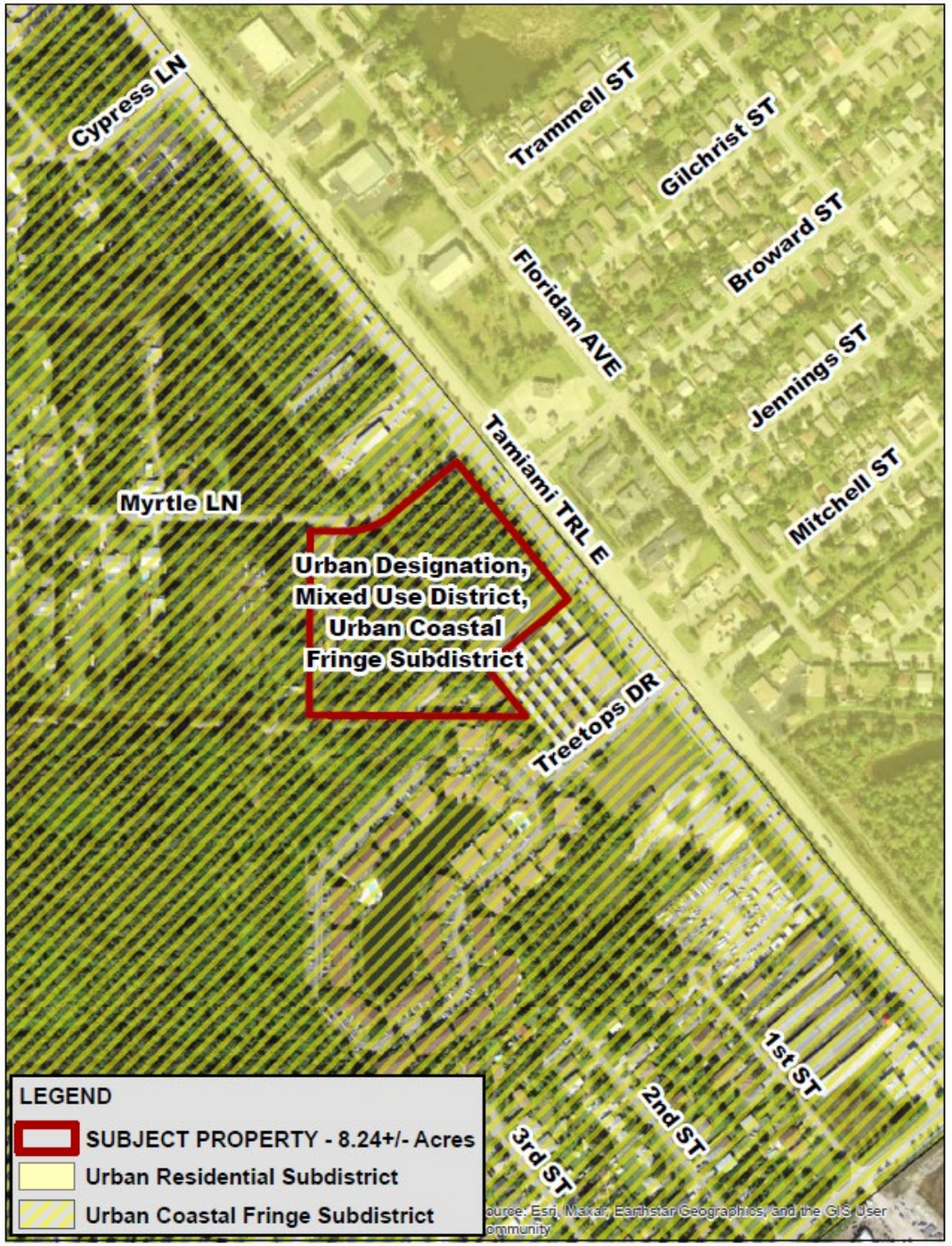
ZONING: **Existing:** Myrtle Woods CPUD and RMF-6

Proposed: 5396 Myrtle Lane Commercial CPUD

PROPOSED REQUEST:

- Modify the FLU map to add the 5396 Myrtle Lane Commercial Subdistrict
- Rezone from the Myrtle Woods CPUD and RMF-6, Zoning Districts to the 5396 Myrtle Lane Commercial PUD
- To allow a maximum of 200,000 square feet of indoor self-storage/warehouse and a maximum of 3,000 square feet of retail and service uses

FUTURE LAND USE MAP - EXISTING



FUTURE LAND USE MAP - PROPOSED

Proposed Subdistrict Language:

22. 5396 Myrtle Lane Commercial Subdistrict [page 77]

This Subdistrict is approximately 8.24 acres in size and is located on the southwest quadrant of Tamiami Trail East (U.S. 41) and Myrtle Lane as depicted on the 5396 Myrtle Lane Subdistrict Map. The purpose of this Subdistrict is to provide commercial land uses. Development within the Subdistrict shall be subject to the following:

a. All development within this Subdistrict shall be rezoned to a Planned Unit Development (PUD).

b. The PUD Ordinance must include development standards and buffers to ensure compatibility with surrounding properties.

c. Allowable uses shall be limited to:

1. A maximum of 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses shall be permitted within the CPD. No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the uses permitted by right in the C-1 through C-3 Zoning District and the following uses.

2. Automotive rental and leasing (7513 and 7519)

3. Outdoor equipment rental and leasing (7359)

4. Indoor storage, including cube storage and moving supplies sales (4225 and 4226)

5. Propane gas dealers, including grilling and propane accessories (5984)

6. Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.

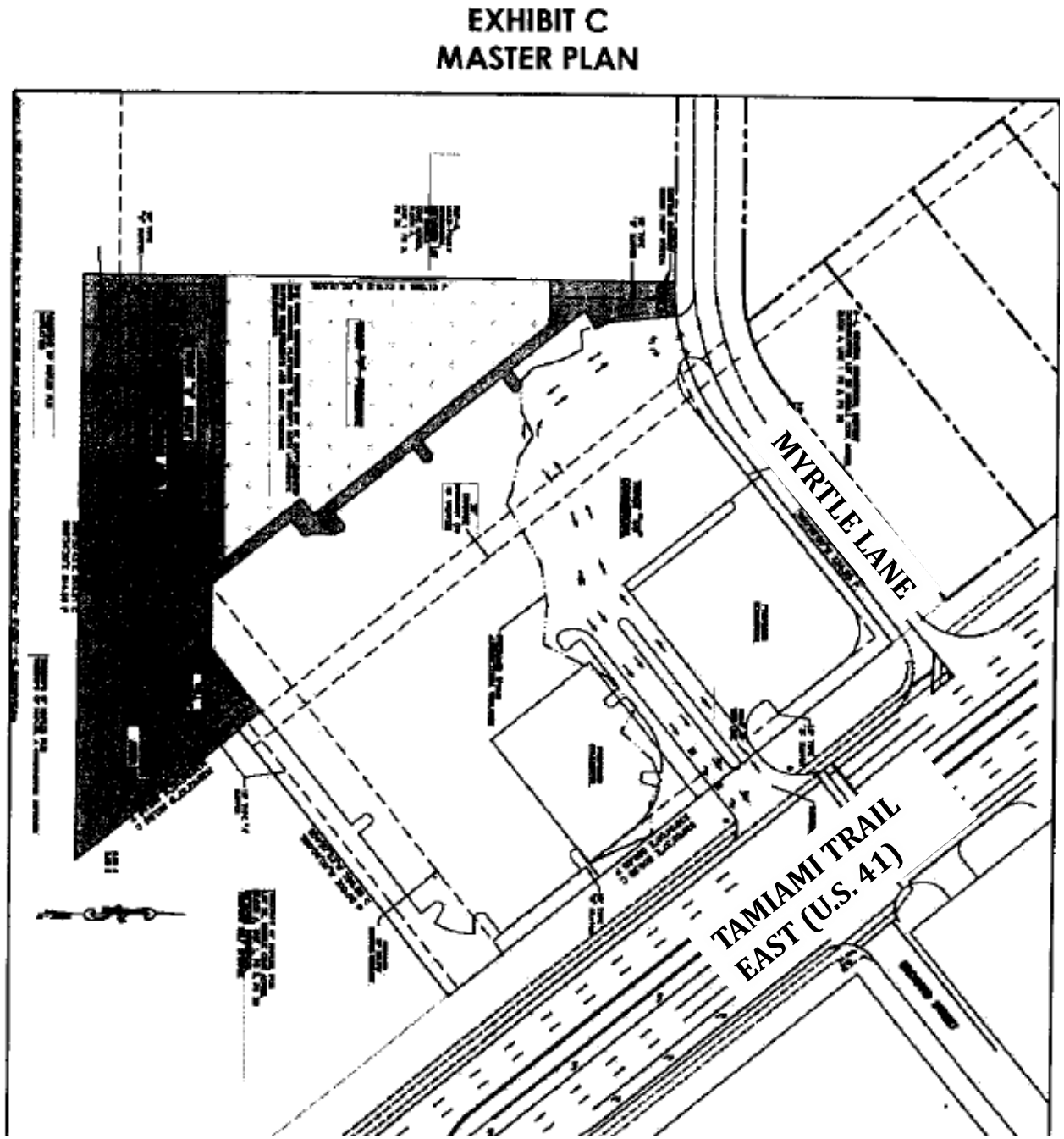
d. Development is limited to a maximum intensity of 200,000 square feet of gross floor area for indoor self-storage/warehouse and a maximum of 3,000 square feet of gross floor area for retail uses.



N

APPROVED MASTER PLAN

Ordinance 08-09



PROPOSED MASTER PLAN

SITE SUMMARY

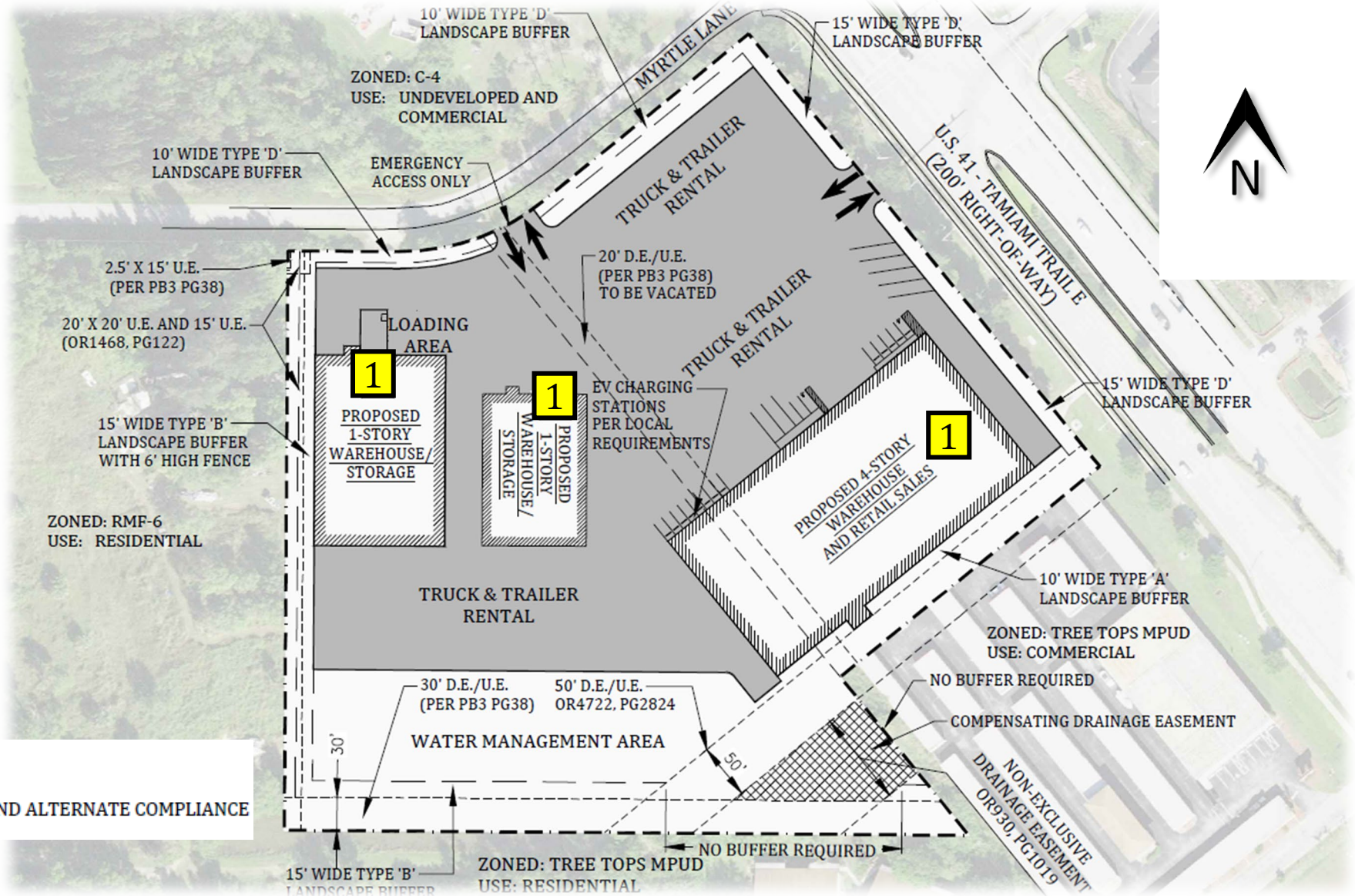
TOTAL SITE AREA: 8.24± ACRE

COMMERCIAL	5.81± AC (71%)
WATER MANAGEMENT	1.94± AC (23%)
LANDSCAPE BUFFERS	0.49± AC (6%)

SELF STORAGE/WAREHOUSE: MAXIMUM 200,000 S.F.
RETAIL: MAXIMUM 3,000 S.F.

OPEN SPACE:
REQUIRED: 30%
PROVIDED: 30% (WITHIN THE OVERALL PUD)

PRESERVE:
REQUIRED: 0± ACRES (0 ACRES NATIVE VEGETATION X 15%)
PROVIDED: 0± ACRES



DEVIATIONS (SEE EXHIBIT E)

1 RELIEF FROM LDC SECTION 5.05.08, DEVIATIONS AND ALTERNATE COMPLIANCE

CONCEPTUAL SITE RENDERING



A&M ASSOCIATES, INC.
2727 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85004
P: 602.263.6841

PROPOSED PERMITTED USES

A. Principal Uses:

1. A maximum of 200,000 square feet of gross leasable area of indoor self-storage/warehouse and a maximum of 3,000 square feet of gross leasable area of retail and service uses shall be permitted within the CPD. No building or structure, or part thereof, shall be erected, altered or used, or land used, in whole or in part, for other than the uses permitted by right in the C-1 through C-3 Zoning District and the following uses.
2. Automotive rental and leasing (7513 and 7519)
3. Outdoor equipment rental and leasing (7359)
4. Indoor storage, including cube storage and moving supplies sales (4225 and 4226)
5. Propane gas dealers, including grilling and propane accessories (5984)
6. Any other principal use which is comparable in nature with the foregoing list of permitted principal uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.

B. The following uses are prohibited:

1. Animal specialty services (0752)
2. Automotive Services (7549)
3. Educational plants and public schools
4. Group Care Facilities
5. Membership organizations, miscellaneous (8699)
   a. Farm granges
   b. Humane societies
6. Parking Lots/Structures (7521)
7. Personal services, miscellaneous (7299)
   a. Bartering services
   b. Comfort station operation
   c. Escort service
   d. Turkish baths
8. Public administration (9661)
9. Retail services - miscellaneous (5999)
   a. Monuments/tombstones
   b. Sales barns
10. Valet parking

C. Accessory Uses:

Accessory uses and structures customarily associated with the permitted principal uses and structures, including, but not limited to:

1. Electric vehicle charging stations
2. Essential services
3. Minor auto service and repair, for rental/leased vehicles only
4. Signage
5. Water management
6. Any other accessory use which is comparable in nature with the foregoing list of permitted accessory uses, as determined by the Board of Zoning Appeals (BZA) or the Hearing Examiner by the process outlined in the LDC.

PROPOSED DEVELOPMENT STANDARDS

TABLE I
COMMERCIAL DEVELOPMENT STANDARDS

	PRINCIPAL USES	ACCESSORY USES
MINIMUM LOT AREA	10,000 SQUARE FEET	N/A
MINIMUM LOT WIDTH	100 FEET	N/A
MINIMUM YARDS (External)		
From Tamiami Trail East ROW (Front)	25 FEET	25 FEET
From Eastern PUD Boundary (Side)	25 FEET	10 FEET
From Western PUD Boundary (Side)	25 FEET	15 FEET
From Southern Boundary (Rear)	25 FEET	15 FEET
MINIMUM YARDS (Internal)		
Internal Drives/ROW	10 FEET	0 FEET
Rear	10 FEET	10 FEET
Side	10 FEET	10 FEET
MINIMUM DISTANCE BETWEEN STRUCTURES	10 FEET	10 FEET
MAXIMUM HEIGHT		
Zoned	60 FEET	25 FEET
Actual	70 FEET	25 FEET
MINIMUM GROSS FLOOR AREA FOR ANY PERMITTED USE	700 SQUARE FEET	N/A
MAXIMUM GROSS FLOOR AREA FOR PUD Indoor Self Storage/warehousing ~~Retail and Service~~Other uses	200,000 SQUARE FEET 3,000 SQUARE FEET	N/A

NEXT STEPS

- **File resubmittal**
- **Hearing Notices mailed to adjacent property owners within 500 feet of the subject property.**
- **Hearing sign posted on property advertising hearing dates.**

- **<u>HEARING DATES:</u>**
  - **CCPC – TBD, 9:00 a.m., Collier County Government Center, 3299 Tamiami Trail East, 3rd floor BCC Chamber, Naples, FL, 34112**
  - **BCC – TBD, 9:00 a.m., Collier County Government Center, 3299 Tamiami Trail East, 3rd floor BCC Chamber, Naples, FL, 34112**

PROJECT DOCUMENTS AND INFORMATION

Project information and a copy of this presentation can be found online:

WWW.GRADYMINOR.COM/PLANNING

Collier County Growth Management Department (GMD) Public Portal:

CVPORTAL.COLLIERCOUNTYFL.GOV/CITYVIEWWeb

Petition Numbers: PL20230016211 and PL20230016212

CONTACTS:

- **Q. Grady Minor & Associates, P.A.:** Sharon Umpenhour, Senior Planning Technician; sumpenhour@gradyminor.com or 239.947.1144

- **Collier County Staff:** Parker Klopf; Parker.Klopf@colliercountyfl.gov, (239) 252-2471
  Laura DeJohn; Laura.DeJohn@colliercountyfl.gov, (239) 252-5587

LauraDeJohnVEN

From: claudia@stevefuller.com
Sent: Thursday, May 16, 2024 3:35 PM
To: LauraDeJohnVEN; Parker Klopf
Cc: Burt Saunders; Chris Hall; Dan Kowal; Rick LoCastro; Bill McDaniel
Subject: Reference 5396 Myrtle PL 20230016211
Attachments: East Naples Community Development Plan Naples Manor Pages.pdf

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

RE: Reference 5396 Myrtle PL 20230016211
PL 20230016212

Laura DeJohn, Senior Planner, Zoning Department Laura.DeJohn@colliercountyfl.gov

Parker Klopf, Comprehensive Planning Review Parker.Klopf@colliercountyfl.gov

I am writing to you in opposition to Metropolitan Naples request of the Change in Zoning and several other requested Deviations on this project AKA U-Haul Mobility Center.

How does this project align with the "EAST NAPLES COMMUNITY DEVELOPMENT PLAN" That was prepared in November of 2020?

I am attaching the relevant pages for ease of review.

Page 3 of the plan in the Executive Summary specifically limits "undesired uses to include Self-Storage."

Page 19 goes into more detail on the scope of undesired uses for this area.

Page 6 Names the area US 41 at Naples Manor and an Artist Rendering depicts an idea of what the build-out for the area should look like. This artist rendering includes the parcels in question.

Pages 25-28 Details the current status and the ideal future land use for the US 41 at Naples Manor Corridor, which encompasses the subject property.

As you are aware this study included County Departments, Stakeholders and Public input with the assistance of a paid Consultant. The take-aways and vision from this plan should be the primary guide to how review of this proposal is administered.

It is my opinion that both the Commercial C-3 zoning and RMF-6 zoning that was requested to be rezoned to a more intense commercial PUD is not consistent with the county GMP and the immediate surrounding neighbors.

As the current zoning would permit for Office space and light retail, these land uses would have a better impact on the neighborhood and surrounding community, with services that would be relevant to our daily lives and might even enhance our community.

The proposed “U-Haul Mobility Storage Rental Complex” is of a more industrial nature and does not belong adjacent to low density RMF – 6 zoning and within 500 feet of a single-family neighborhood.

Each time I read the application and notes related to this project I see or realize the scope of the project and concerns.

- Building Height 60’, where on the East Trail does anything this high exist except at the government center and of course at the applicant’s “monstrosity” at the Davis Triangle?
- Request to Deviate from Glazing Standards, applicant wants to build a 60’ tall warehouse that will be a blight on the entire East Trail.
- Density of Use, nearly all of the 8.24 acres will be of an industrial nature, from the aforementioned 60’ warehouse with appx 200,000 sf of indoor storage. 2 other warehouse buildings of undetermined height and the entire site paved with impermeable surface for Trucks and Trailer Rental.
- Accessory Uses, Propane Storage, Gas Storage for Rental Vehicles, Fleet Maintenance to include Oil Changes, Transmission Fluid Changes, Brakes, Tires etc. All susceptible to Run-off into the adjacent canals of the Lely Drainage Project and then into Rookery Bay.
- Access to Myrtle Lane, While the site plan calls for emergency access at this location, several places within the applicants’ evaluation criteria this secondary access on Myrtle Lane is referenced as a viable alternate egress and access to the facility.

  Myrtle Lane is a narrow (17’) wide Lane that services 35 Homeowners and several undeveloped RMF 6 parcels. We already have access issues to US 41 due to lack of alignment with a light, so we make a U-Turn either coming or going when we need to access or leave the lane.

  We have a local courtesy on the street that we yield to other vehicles based on where it is safe to pull over when a neighbor is pulling a trailer. Lost drivers who are unaccustomed to the size of their vehicle can become a real safety hazard on this Lane.

I have been on Myrtle Lane for over 20 years, and in Collier County for 45+ it may not be relevant but speaking to a bigger picture of East Naples, is this really good for our community, One more Self Storage Center in a very Short distance?

I calculated in a 2.8 mile stretch along US 41 between Valley Stream Dr. and SW Blvd there are 5 already built SS Centers plus another to be built for autos, representing over 450,000 sf of storage space.

When I travel and visit new cities I judge them by the entry into the city. The Tamiami Trail is a major thoroughfare that brings out of town visitors into our community. So if you were crossing over 951 headed into town, first you would see a shopping plaza, then nice lakes with horse statues, a nice park, followed

by a nasty litter filled ditch and a then bunch of storage centers, truck rentals and used golf carts. It all seems low rent, and not a great reflection on our community.

Commission Saunders will remember this bit of CC history, back 35+ years ago, East Naples was going to be the "bomb" a development called Sable Bay was going to Rival Pelican Bay. The community was fought on legitimate environmental reasons and also general NIMBY opposition. So all of the "preferred" development moved towards North Naples.

East Naples became the "undesired place" blighted, but now so many years later we have beautiful, sustainable, lower density communities. However, the stigma is still there and allowing it to perpetuate by providing multiple deviations and land use changes to developers like this applicant has requested, does not enhance our community or way of life.

Large Self Storage Centers with the varied services of truck rental, propane etc. is better suited at an industrial location with access cross arterial roads.

Deviating from the Comprehensive Growth Management Plan is not a good idea. Every deviation, re-zone and relief from the LDC erodes the framework that was created to make Collier County a quality-of-life community. The requested deviations and re-zone do not enhance our quality of life in the surrounding neighborhoods. Nor do they add to the health, safety, and well-being of our residents.

I appreciate your review of my comments and apologize for the length of this letter.

Sincerely,
Claudia Fuller
5259 Myrtle Lane

CC: Board of County Commissioners
Burt.Saunders@colliercountyfl.gov
Chris.hall@colliercountyfl.gov
Dan.kowal@colliercountyfl.gov
Rick.LoCastro@CollierCountyFL.gov
bill.mcdaniel@colliercountyfl.gov



Collier County

EAST NAPLES

COMMUNITY DEVELOPMENT PLAN

NOVEMBER 2020

EXECUTIVE SUMMARY

KEY TAKEAWAYS & VISION

The area generally has good coverage by public facilities and services but would benefit from improvements to provide better transportation options, including non-motorized options such as walking and biking, for localized travel. The US 41 2018 Study recommended focusing on transportation network improvements for streets connecting to and running parallel to US 41; these recommendations have been considered for land use concepts developed as part of this plan.

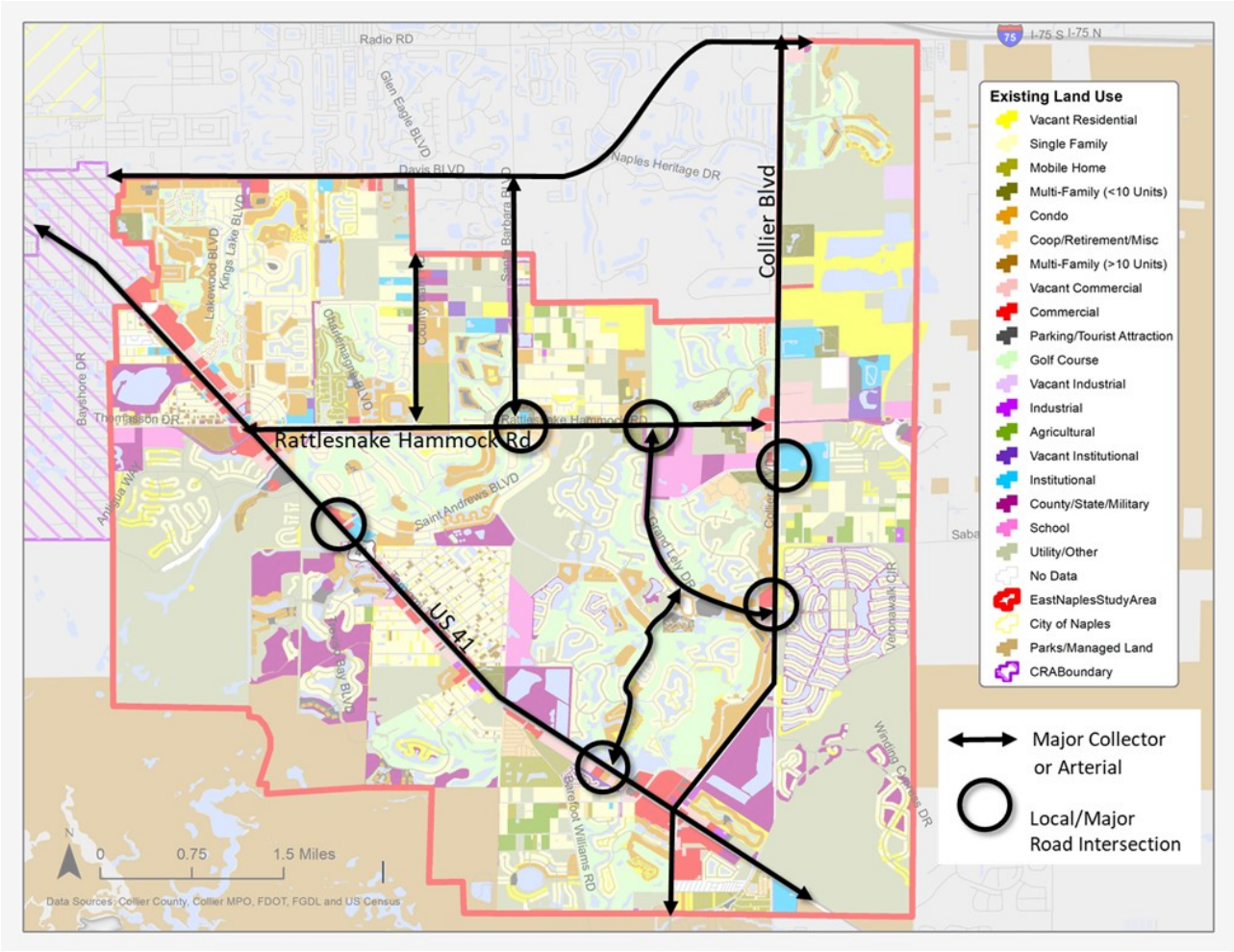
Outreach from prior studies and this current study indicate a desire in the community for more diverse and quality commercial establishments. Looking generally at the amount of non-residential development that would include commercial, the area is underserved, with only 11% of current square footage built as non-residential relative to the unincorporated county as a whole that has a share of 15% non-residential square footage. This plan looks at approaches to increase the share of non-residential development by focusing on increasing desired commercial and other uses that can be paired with commercial for mixed-use development.

The area may already face some potential limitations to adding more commercial uses, which include:

- Limited roadway connections between neighborhoods and commercial corridors
- Low population density
- Significant seasonal population
- Uncertainties related to general market demand

An important starting point for ensuring desirable future development is to implement limitations on undesired uses (such as gas stations, self-storage, car washes, fast food restaurants) and ensure that new development being built includes desirable uses (such

Map 2: Existing Land Uses and Roadways in the East Naples Study Area



Source: Florida Department of Revenue, 2019 with some exceptions

EXECUTIVE SUMMARY



US 41 AT NAPLES MANOR

MODERATE BUILD-OUT SCENARIO DEVELOPMENT ESTIMATES*

- Commercial Square Footage Added: **254,000**
- Max. Office/Residential Square Footage Added: **59,000**
- Max. Employees/Units Added: **700 Employees/40 Units**

**See plan for calculation details and assumptions.*

TRANSPORTATION AND LANDSCAPING HIGHLIGHTS

- US 41 redesigned as multi-way boulevard, moving higher-speed traffic to center lanes and lower-speed traffic to side lanes with a high degree of access and parking; side and center lanes separated by median containing protected pathway with trees
- Improved connections to neighborhoods with additional landscaping; new connections between neighborhoods and US 41 via parking lots, helping reduce block size
- Enhanced street crossings and intersections to aid cyclist/pedestrian movement
- Street parking
- Native plants

LAND USE AND DESIGN HIGHLIGHTS

- Spaces along street frontage filled in with buildings that hug lot edges to support walkability
- Mix of ground-floor commercial and some multi-story mixed-use with commercial and office/residential (more limited build-out in this concept); warehouse space can be encouraged to redevelop as mixed-use
- “Gas backwards” gas station design – placement of fuel pumps at rear of site and store at front of site along roadway, making store easily approachable by pedestrians and cyclists

2.0 KEY TAKEAWAYS & VISION

An important starting point for ensuring desirable future development is to implement limitations on undesired uses and ensure that new development being built includes desirable uses for the community:

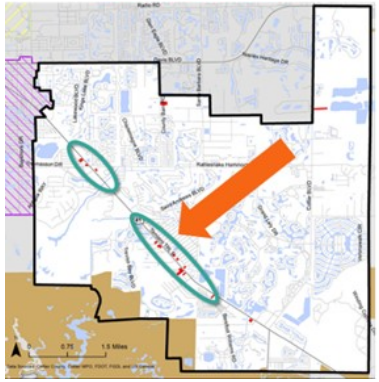
- **Limit undesired uses**: Undesired uses include several auto-oriented uses, such as car washes, gas stations, fast food restaurants, and warehousing. Certain limitations are already in place or are under consideration, such as spacing requirements for gas stations and design requirements in C-4 commercial districts to incorporate warehousing into mixed-use development; this plan provides additional approaches for evaluation.
- **Attract desirable uses**: Desirable uses as identified through outreach from the 2018 US 41 Corridor Study and efforts as part of this plan identified several desirable uses that tended to be commercial, including retail/shopping, mixed-use and live/work units, restaurants, grocery stores, hotels/resorts, entertainment, and services such as healthcare and businesses that create jobs; respondents to the public survey for this planning effort indicated that restaurants are a particular priority.
- **Ensure green spaces:** Additional comments from the public survey for this plan indicated a desire to ensure ample green space and natural spaces in the area.

Note that although the 2018 study indicated the desired uses mentioned above as priorities, preferences identified through outreach activities indicated that a majority of outreach participants would support certain forms of residential development along the corridor, including live/work.

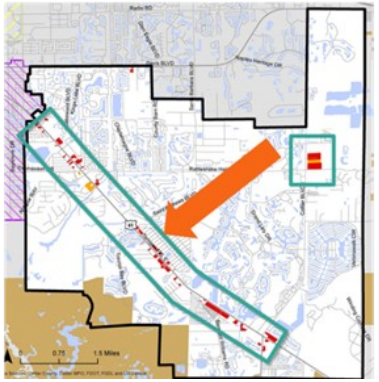
Development and redevelopment options to provide additional desired commercial uses should focus **primarily on the US 41 corridor** and nodes (see Technical Memorandum 1 in the supporting documents) but provide approaches that can be used at other development and redevelopment sites in the East Naples Study Area and beyond, such as the outlet shops on Collier Boulevard south of US 41 and developments under consideration near Collier Boulevard and Rattlesnake Hammock Road.

US 41 FOCUS

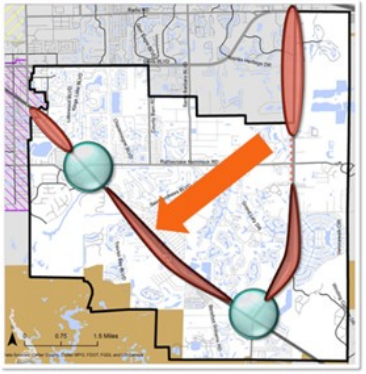
Likely Redevelopment Opportunities



Vacant Land Opportunities



Location Preferences from Public Survey



3.0 LAND USE CONCEPTS

US 41 AT NAPLES MANOR

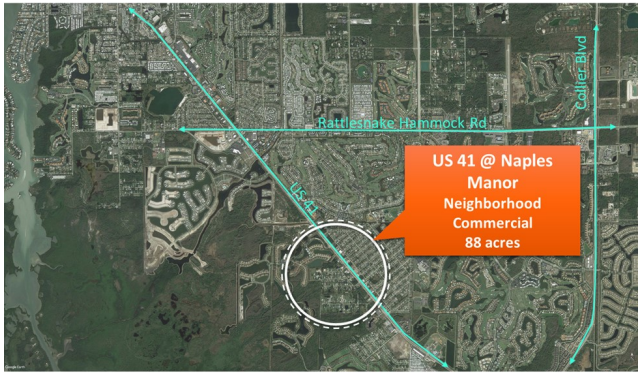


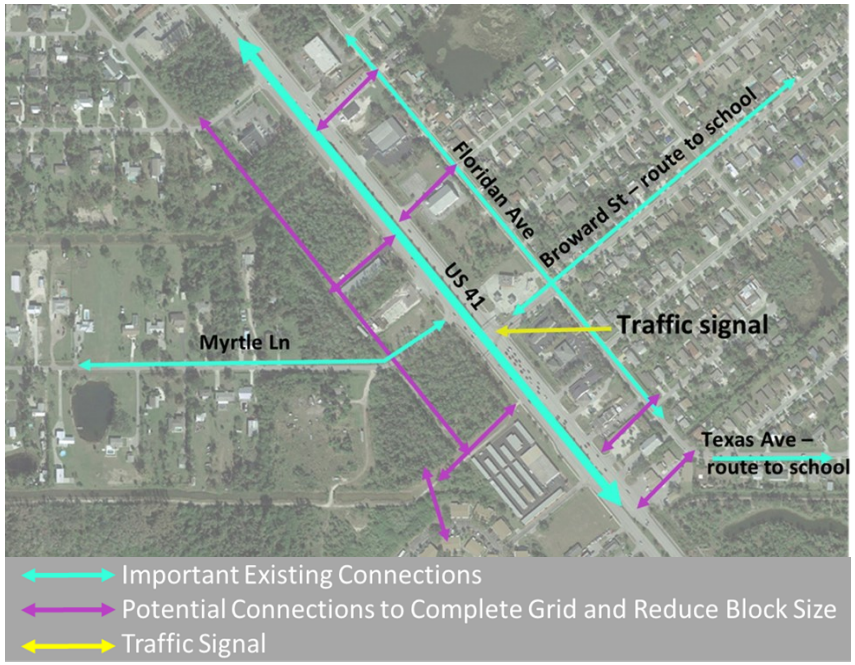
Figure 14: US 41 at Naples Manor Existing Conditions and Connectivity Opportunities

EXISTING CONDITIONS

This site is furthest from the more urban node of Downtown Naples. Many of the streets connecting to US 41 in this area are neighborhood roads, and these connections to neighborhoods such as Naples Manor are fairly regular. The commercial lots along this corridor are also relatively shallow. As a result, the project team considered the lowest levels of potential intensity for this site relative to the other sites.

A closer look at traffic connectivity in this area (Figure 14) shows the near alignment of Myrtle Lane and Broward Street, intersecting with Tamiami Trail with the presence of a traffic signal. The fact that it is near the center of this node makes this intersection a natural place to start building a walkable, mixed-use center. Additionally, the west side of Tamiami Trail lacks a parallel lane to link the commercial properties in the way that Floridan Avenue links the parcels on the east side. Such a lane would provide connectivity for the western side of Tamiami Trail and reduce traffic pressure along Tamiami Trail.





3.0 LAND USE CONCEPTS

MODERATE BUILD-OUT SCENARIO

Figure 15: US 41 at Naples Manor Moderate Concept – Plan View



LEGEND

- Existing Buildings
- 3 story Infill / Redevelopment
- 1 story Infill / Redevelopment
- Demolished Structures

NAPLES MANOR—MODERATE BUILD-OUT SCENARIO	
DEVELOPMENT ESTIMATES	
Commercial Sq. Ft. Added	254,000
Max. Office/Residential Sq. Ft. Added	59,000
Max. Employees/Units Added	700 Employees/ 40 Units

Source: concept image: PlusUrbia Design; calculations—Tindale Oliver; notes on calculations:
Numbers based on conceptual design and rounded. The calculations shown herein are conceptual and do not guarantee potential build-out.
Maximum square footage of either office or residential indicates that which could be added given the concept design and based on whether net square footage added was all office or all residential, yet some combination of the two would be possible.
Maximum employees or units indicate those that could be added given the concept design and based on whether net square footage added was all office or all residential, yet some combination of office and residential would be possible. Assumed 1400 sq ft unit, 300 sq ft of office per employee, 500 sq ft of retail per employee.

3.0 LAND USE CONCEPTS

TRANSPORTATION AND LANDSCAPING HIGHLIGHTS

- US 41 redesign as multi-way boulevard as it passes to the west of Naples Manor. This design would allow for higher speed traffic to move in the lanes of the central thoroughfare and for lower speed traffic to move to side lanes with a high degree of access and parking (similar to Floridan Avenue on the east side); the side and center lanes are separated by a median that contains a protected multi-use pathway with trees.
- Improved connections to neighborhoods, including additional landscaping
- New connections between neighborhoods and US 41 via parking lots, which can help reduce block size
- Enhanced street crossings
- Protected intersection; may include elements such as: corner curb extensions where cyclists and pedestrians can wait for the crossing signal; clear crosswalks for pedestrians and a bike crossing zone, which are striped and positioned to maximize visibility for turning cars; stop bars for cars located slightly farther back than a conventional intersection's stop bars, allowing for wider crosswalks; and a textured area that assists with traffic calming
- Street parking
- Native plantings: multi-way boulevard can be planted with multiple rows of Florida Royal Palms; canopy trees on other streets might include: Florida Live Oak, Gumbo Limbo, Bald Cypress, Florida Maple, Paradise Tree, Satinleaf, Florida Slash Pine, Pigeon Plum, Dahoon Holly, and Wild Tamarind, supplemented by palms such as cabbage palm, Florida Silver Palm, Keys Brittle Thatch Palm, Buccaneer Palm, and Saw Palmetto

LAND USE AND DESIGN HIGHLIGHTS

- Spaces along street frontage filled in with buildings that hug the edge of parcels to support walkability
- Mix of ground-floor commercial and some multi-story mixed-use with commercial and office/residential (more limited build-out in this concept); warehouse space can be encouraged to redevelop as mixed-use
- "Gas backwards" gas station design- placement of the fuel pumps at the rear of the site and the store at the front of the site along the roadway, making the store easily approachable by pedestrians and cyclists

Figure 16: US 41 at Naples Manor Moderate Concept – Perspective View



Source: PlusUrbia Design

3.0 LAND USE CONCEPTS

OTHER BUILD-OUT OPTIONS CONSIDERED

The Light and Robust build-out scenarios provided other options for this site. Figure 17 shows landscaping and transportation improvements in the light concept; this scenario could also include adjustments to building design as lots redeveloped. Figure 18 shows the Robust option, which would provide a further build-out of the site using the approaches mentioned for the Moderate scenario. Note that approaches to encourage desired uses and prohibit/discourage undesired uses could still be applied in these scenarios.

Figure 17: US 41 at Naples Manor Light Concept



Figure 18: US 41 at Naples Manor Robust Concept



Images source:: PlusUrbia Design

LauraDeJohnVEN

From: Kathy Smith <smithlife.llc@gmail.com>
Sent: Tuesday, May 14, 2024 3:17 PM
To: Rick LoCastro; LauraDeJohnVEN; Parker Klopf; michaelsawyer@colliercountyfl.gov
Subject: 5396 Myrtle Ln, PL20230016211, PL20230016212

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Re: 5396 Myrtle Lane
PL 20230016211
PL 20230016212

To the Collier County Planners and County Commissioner;

There was a meeting on May 6th at 5:30pm, a Neighborhood Information Meeting, hosted by GradyMinor and Associates, for the above property. Many neighbors attended this meeting, some could not make it because of the time. We had our own neighborhood meeting on May 2nd, with 33 neighbors in attendance.

We had some discussions this past weekend with neighbors that could not make the May 6th meeting. We all feel that this type of project is not good for our little neighborhood. There are too many storage facilities already in our area, one being right next door to this proposed project (CubeSmart). The type of project they are proposing would be better suited in an industrial park or a highly dense commercial area, not in a small residential neighborhood like ours.

Some of the concerns were about the flooding due to a project this large. The West end of Myrtle sits lower than the East end. The West end floods in the rainy season, with some of the properties having severe flooding during hurricanes and heavy rainstorms.

Another huge concern for all of us is the obvious, the traffic in our neighborhood. This will bring too much traffic and unwanted guests to our neighborhood, during construction and afterwards. Our neighborhood does not have sidewalks and we have many young children/grandchildren that play outside and ride bikes, and residents walking pets.

Many of the residents on Myrtle Lane have been in their homes for several years, some for 25–55 years. Our family purchased two lots in 1968, and our home in 1973. The most impacted resident would be 5371, her husband built their home in 1971 and they raised their four children there. She is now a widow and scared to death what this type of project will bring. Our quiet, peaceful neighborhood will be gone.

We all always knew that something would be built there eventually, but never imagined what is being proposed. We feel that what would be built there should be built according to the current zoning and not be allowed any access to/from Myrtle Lane.

When you make your decision regarding this proposed project, our neighborhood is begging you to take into consideration the impact this will have on the residents. Please leave the current zoning in place and do not allow a project of this size next to our neighborhood.

Sincerely,

Joe R. & Katherine L. Smith

5240 Myrtle Lane ~ Naples, FL 34113
smithlife.llc@gmail.com

LauraDeJohnVEN

From: LauraDeJohnVEN
Sent: Thursday, August 15, 2024 9:01 AM
To: Steve@stevefuller.com
Cc: Parker Klopf
Subject: RE: Reference 5396 Myrtle PL 20230016211
Attachments: Submittal 2 16 PUD Exhibits A-F.pdf

Good morning Steve. Thank you for your input, your email will be included in the correspondence records for this petition.
In the PDF attached you will see the PUD master plan on page 4 of the PDF.
This was part of the applicant's submittal on 7/23/24.

Laura DeJohn
Planner, Sr.
Development Review

Office:(239)252-5587

Collier County

Laura.DeJohn@colliercountyfl.gov

From: Steve@stevefuller.com <Steve@stevefuller.com>
Sent: Wednesday, August 14, 2024 5:38 PM
To: LauraDeJohnVEN <Laura.DeJohn@colliercountyfl.gov>; Parker Klopf <Parker.Klopf@colliercountyfl.gov>
Subject: Reference 5396 Myrtle PL 20230016211

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Laura and Parker,

We have been reviewing the latest update from the developer of the proposed UHaul site at the corner of Myrtle Lane and Tamiami Trail.

We are also monitoring the Planning Commission Calendar for when this item may go before them.

We appreciate staff comments and questions regarding whether this site is viable for the size and scope of the project. All efforts to minimize the height of this structure still leaves us with an out of place business and facility. The site is inappropriate for propane storage as it is not an industrial location and is immediately adjacent to residential zoning.

Though the attempt to help buffer this mega storage center has merit, it still is merely a Band-Aid on the blight that this mega storage structure will leave in damnably and indefinitely on 41 E which in fact is a major gateway between Naples and Marco and an entrance gateway into the city of Naples from traffic from the Miami and East Coast area. All

attempts to minimize the impact of this will still not hide this decision that the Collier County Commissioners will be left with for years to come.

Further it is rather unfortunate that the developer does not feel that they should abide be the East Naples Development Plan because it has not been "enacted". Although it has not been formally adopted it is obvious from the amount of time, effort and money by many parties and organizations to produce such a plan that this is the "will' of the community. The Developer is obviously not interested in being a contributor or long term neighbor of East Naples, in fact the whole project is really because U-Haul at it's current location is a hindrance to Metropolitan Developments Mega Project at the Davis Triangle. So they are trying to find the fastest cheapest piece of land to appease U-Haul without consideration of Myrtle Cove Acres or East Naples as a whole. "Just Push it down the road"

The applicants follow up and modifications reference an amended Master site Plan in Attachment 2 within the portal, we cannot seem to locate that, if you have a copy can you please forward to us.

Thank You,
Steve & Claudia Fuller
239-821-4200

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

LauraDeJohnVEN

From: jon virgin <jvirgin55@gmail.com>
Sent: Saturday, May 18, 2024 1:17 PM
To: LauraDeJohnVEN; michaelsawyer@colliercountyfl.gov; Parker Klopf; Rick LoCastro
Subject: 5396 Myrtle Lane

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

RE: PL20230016211 and PL20230016212

Regarding the above property, I am against rezoning for a multitude of reasons which our community has brought to your attention: drainage issues due to the street being a low area; additional traffic in an already congested road; numerous mini storage units within a 2 mile range. I am also strongly against any kind of additional access on to Myrtle Lane whether it be general or emergency. The road only has one way in and one way out and the width of the road makes it even more treacherous.

Please add my comments to the file for this property.

Jon Virgin
5219 Myrtle Lane

LauraDeJohnVEN

From: Steve@stevefuller.com
Sent: Thursday, May 16, 2024 3:30 PM
To: LauraDeJohnVEN; Parker Klopf; Michaelsawyer@colliercountyfl.gov
Cc: Burt Saunders; Chris Hall; Dan Kowal; Rick LoCastro; Bill McDaniel
Subject: Reference 5396 Myrtle PL 20230016211, PL20230016212

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

RE: Reference 5396 Myrtle PL 20230016211
PL20230016212

Laura DeJohn, Senior Planner, Zoning Department Laura.DeJohn@colliercountyfl.gov

Parker Klopf, Comprehensive Planning Review Parker.Klopf@colliercountyfl.gov

Michael Sawyer, Transportation, Michaelsawyer@colliercountyfl.gov

This Letter written as a formal objection to the proposed development of a Mega U-Haul center at the corner of Myrtle and 41, it will be summarized in bullet points with no specific order of importance simply from the perspective that all of these bullet points carry an equal weight of importance depending on the neighborhood's perspective.

- There have been several studies and suggestions by City Council members and County Commissioners that there be a moratorium on self-storage facilities around the county. Cape Coral has already instituted a moratorium on these projects.
- The neighboring property is a CubeSmart central station and a block down a CubeSmart satellite station, these locations currently have tons of availability, and as of today they are offering a 40% discount and waving administrative fees, why would we need an additional 300,000 square feet.
- The proposed structure in the plan, though under the disguise of a four-story building which would be the largest structure on the East Trail, is actually proposed at 60 to 70 feet tall. Making it far higher than 4 stories and standing out as the biggest eyesore just East of the Gateway into Collier County and Naples; it would offer nothing for neighborhood enhancement or beautification.
- The facility itself not only is not needed and too large and offers absolutely nothing for the surrounding neighbors or communities, It is in an an awkward location in terms of its accessibility, both egress and access.
- On the proposed site plan produced by Grady Minor they talk of sidewalks on 41 and Myrtle, there is no sidewalk on Myrtle there are no streetlights on Myrtle. Myrtle Lane is a very narrow 17-foot-wide Rd., Desperately in need of paving and certainly no additional traffic; this road has not been serviced in the last 18-20 years.
- Whatever is to be built at the corner of 41/Myrtle/Broward intersection, it should come with a well thought out County plan as to traffic flow and safety. This is an intersection that has had previous studies, with recorded plans and drawings that show realignment of Myrtle to the 41 intersection, a desperately needed improvement for safety and all traffic concern, there are already 2 memorials for people that have died in car wrecks at this intersection.

- Stated as a separate bullet point there are already two people who have died at this intersection.
- There is an easement they would like to capitalize on at back of the property between the commercial and the RMF 6 is an active easement with several power lines going through it.
- I feel the intention of the developers, Metropolitan Naples, LLC, is not for the benefit of the community. It is simply to move U-Haul off the approx. 2.4 acres adjacent to their current high-rise product and project to allow for additional land to build additional buildings further redefining the gateway into Naples and congesting the Davis 41 triangle.
- I recognize that this land (on Myrtle Lane) may be a cheaper alternative to other commercial land that is more suitable for the development of a mega storage center 300,000 square feet. Maybe with the guidance and foresight of our county planners and commissioners they can look elsewhere.
- The project offers nothing for residents within several miles in terms of daily services, weekly services, emergency services or Basic services for daily and household living and maintenance.
- The storage center by its nature is a drive to location as needed accessed infrequently and the distance of one to four extra miles is insignificant In the scope of its usage.
- This is a neighborhood that is surrounded by three canals, part of the South Florida Water Management system, that routinely experiences flooding. These canals filter through Rookery Bay.
- The impact that this large asphalt laden facility will create on surface water runoff at the very least needs to be studied further, with the aide of South Florida Water management potentially the Corps of Engineers.
- This particular project would commercialize this area to an industrial level that it sets an unfortunate precedent for what else might be attracted to this property and East Naples.
- The county has a duty and responsibility to ensure responsible, appropriate, and community enhancing development.

Sincerely,
Steve Fuller
5259 Myrtle Lane

CC: Board of County Commissioners
Burt.Saunders@colliercountyfl.gov
Chris.hall@colliercountyfl.gov
Dan.kowal@colliercountyfl.gov
Rick.LoCastro@CollierCountyFL.gov
bill.mcdaniel@colliercountyfl.gov

SIGN POSTING INSTRUCTIONS

(CHAPTER 8, COLLIER COUNTY ADMINISTRATIVE CODE FOR LAND DEVELOPMENT)

A zoning sign(s) must be posted by the petitioner or the petitioner's agent on the parcel for a minimum of fifteen (15) calendar days in advance of the first public hearing and said sign(s) must be maintained by the petitioner or the petitioner's agent through the Board of County Commissioners Hearing. Below are general guidelines for signs, however these guidelines should not be construed to supersede any requirement of the LDC. For specific sign requirements, please refer to the Administrative Code, Chapter 8 E.

1. The sign(s) must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
2. The sign(s) must be securely affixed by nails, staples, or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may not be affixed to a tree or other foliage.
3. The petitioner or the petitioner's agent must maintain the sign(s) in place, and readable condition until the requested action has been heard and a final decision rendered. If the sign(s) is destroyed, lost, or rendered unreadable, the petitioner or the petitioner's agent must replace the sign(s

NOTE: AFTER THE SIGN HAS BEEN POSTED, THIS AFFIDAVIT OF POSTING NOTICE SHOULD BE RETURNED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE FIRST HEARING DATE TO THE ASSIGNED PLANNER.

- - - -


PUBLIC HEARING NOTICE
5396 MYRTLE LANE COMMERCIAL SUBDISTRICT
AND 5396 MYRTLE LANE CPUD REZONE
(PETITION #: PL20230016211 & PL20230016212)
CCPC: NOVEMBER 21, 2024 - 9:00 A.M.
BCC: JANUARY 14, 2025 - 9:00 A.M.
COLLIER COUNTY GOVERNMENT CENTER, 3299
TAMIAMI TRAIL EAST, 3RD FLOOR, NAPLES, FL 34112
PARKER KLOPF: 239-252-2471 AND
LAURA DEJOHN: 239-252-5587


PUBLIC HEARING NOTICE
5396 MYRTLE LANE COMMERCIAL SUBDISTRICT
AND 5396 MYRTLE LANE CPUD REZONE
(PETITION #: PL20230016211 & PL20230016212)
CCPC: NOVEMBER 21, 2024 - 9:00 A.M.
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COLLIER COUNTY GOVERNMENT CENTER, 3299
TAMIAMI TRAIL EAST, 3RD FLOOR, NAPLES, FL 34112
PARKER KLOPF: 239-252-2471 AND
LAURA DEJOHN: 239-252-5587

NOTICE OF PUBLIC HEARING
NOTICE OF INTENT TO CONSIDER ORDINANCES

Notice is hereby given that a public hearing will be held by the **Collier County Board of County Commissioners (BCC)** at **9:00 A.M.** on **January 14, 2025**, in the Board of County Commissioners meeting room, third floor, Collier Government Center, 3299 East Tamiami Trail, Naples FL to consider:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS AMENDING ORDINANCE 89-05, AS AMENDED, THE COLLIER COUNTY GROWTH MANAGEMENT PLAN, SPECIFICALLY AMENDING THE FUTURE LAND USE ELEMENT AND MAPS TO CHANGE THE LAND USE DESIGNATION OF PROPERTY FROM URBAN, MIXED USE DISTRICT, URBAN COASTAL FRINGE SUBDISTRICT TO URBAN COMMERCIAL DISTRICT, 5396 MYRTLE LANE COMMERCIAL SUBDISTRICT TO ALLOW DEVELOPMENT OF UP TO 200,000 SQUARE FEET OF GROSS FLOOR AREA OF INDOOR SELF-STORAGE/WAREHOUSE AND UP TO 3,000 SQUARE FEET OF GROSS FLOOR AREA OF OTHER COMMERCIAL USES, AND FURTHERMORE DIRECTING TRANSMITTAL OF THE ADOPTION AMENDMENT TO THE FLORIDA DEPARTMENT OF COMMERCE. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTHWEST QUADRANT OF TAMIAMI TRAIL EAST AND MYRTLE LANE, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, CONSISTING OF 8.24± ACRES. [PL20230016211]

AND

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA RELATING TO MYRTLE WOODS, AMENDING ORDINANCE NUMBER 2004-41, AS AMENDED, THE COLLIER COUNTY LAI\ID DEVELOPMENT CODE, WHICH ESTABLISHED THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM THE MYRTLE WOODS COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) AND RMF-6 ZONING DISTRICTS TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT FOR A PROJECT TO BE KNOWN AS 5396 MYRTLE LANE COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), TO ALLOW DEVELOPMENT OF UP TO 200,000 SQUARE FEET OF GROSS FLOOR AREA OF INDOOR SELF-STORAGE/WAREHOUSE AND UP TO 3,000 SQUARE FEET OF GROSS FLOOR AREA OF OTHER COMMERCIAL USES ON PROPERTY LOCATED ON THE SOUTHWEST QUADRANT OF TAMIAMI TRAIL EAST AND MYRTLE LANE IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA CONSISTING OF 8.24+/- ACRES; AND PROVIDING FOR REPEAL OF ORDINANCE NO. 2008-09, AS AMENDED, THE MYRTLE WOODS COMMERCIAL PLANNED UNIT DEVELOPMENT; AND BY PROVIDING AN EFFECTIVE DATE. [PL20230016212]

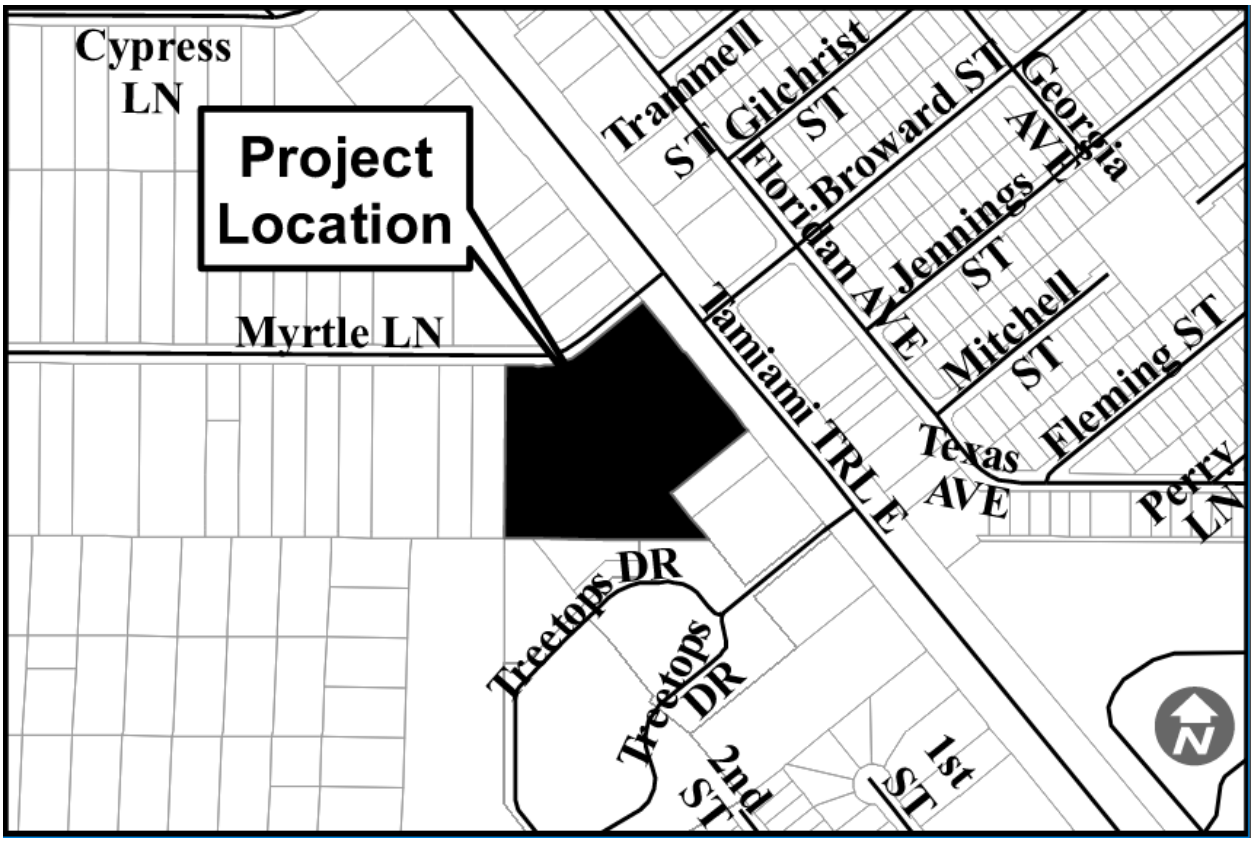
5396 Myrtle Ln (Small scale GMPA) & (PUDR) (PL20230016211 & PL2023001621 ...

Board of County Commissioners

Publication Date: 12/26/2024

Expiration Date: 01/16/2025

Notices.CollierClerk.com



A copy of the proposed Ordinances is on file with the Clerk to the Board and is available for inspection. All interested parties are invited to attend and be heard.

All persons wishing to speak on any agenda item must register with the County Manager prior to presentation of the agenda item to be addressed. Individual speakers will be limited to three (3) minutes on any item. The selection of any individual to speak on behalf of an organization or group is encouraged. If recognized by the Chairman, a spokesperson for a group or organization may be allotted ten (10) minutes to speak on an item. Written materials intended to be considered by the Board shall be submitted to the appropriate County staff a minimum of seven (7) days prior to the public hearing. All materials used in presentations before the Board will become a permanent part of the record.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

Any person who decides to appeal any decision of the **Board** will need a record of the proceedings pertaining thereto and therefore, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Facilities Management Division, located at 3335 Tamiami Trail East, Suite 101, Naples, FL 34112-5356, (239) 252-8380, at least two (2) days prior to the meeting. Assisted listening devices for the hearing impaired are available in the Board of County Commissioners Office.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

CHRIS HALL,
CHAIRMAN

CRYSTAL K. KINZEL,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: Jennifer Hansen
Deputy Clerk (SEAL)

Executive Summary

This item requires that ex-parte disclosure be provided by Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve Petition VAC-PL20240005670 to disclaim, renounce and vacate the County and the public interest in the 20-foot drainage and utility easement located along the southwesterly border of Lots 24 through 28, Block "A" of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38 of the Public Records of Collier County, Florida, located in the southeasterly quadrant of U.S. 41 and Myrtle Lane, in Section 29, Township 50 South, Range 26 East, Collier County, Florida, and to accept Petitioner's grant of a 15-foot wide by 520-foot long drainage easement to replace the vacated drainage easement. (Companion to items 9A and 9C)

OBJECTIVE: To adopt a Resolution to vacate the County and the public interest in the 20-foot drainage and utility easement located along the southwesterly border of Lots 24 through 28, Block "A" of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38 of the Public Records of Collier County, Florida, located in Section 29, Township 50 South, Range 26 East, Collier County, Florida, being more specifically shown in Exhibit A, and to accept Petitioner's grant of a 15-foot wide by 520-foot long drainage easement to replace the vacated drainage easement.

CONSIDERATIONS: Petition VAC-PL20240005670 has been received by the Development Review Division, Growth Management Community Development Department, with a request to vacate the 20-foot drainage and utility easement located along the southwesterly border of Lots 24 through 28, Block "A" of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38 of the Public Records of Collier County, Florida, located in Section 29, Township 50 South, Range 26 East, Collier County, Florida.

The request is to remove the 20-foot-wide drainage and utility easement that runs through Parcel Numbers 60780960002 and 60781000000. No drainage facilities are located within the portion of the easement that will be vacated. The applicant is currently rezoning (PL20230016212) 8.24+/- acres to a Commercial Planned Unit Development (CPUD) which includes Parcel Numbers 60780880001 (5396 Myrtle Lane), 60780920000 (5398 Myrtle Lane), 60780960002 and 60781000000. In order to develop the proposed CPUD, the existing 20-foot-wide drainage and utility easement, which runs through the middle of the overall CPUD, would need to be relocated. The applicant is proposing to relocate the easement to the western 15 feet of Parcel Number 60780880001, which would be the western 15 feet of the proposed CPUD boundary if the rezone is approved. The easement would only be approved if the rezone is approved.

The public benefit would be improved drainage, which would comply with LDC requirements. The Development Review Division has reviewed this petition and found no reason for objection.

FISCAL IMPACT: Growth Management Community Development Department, Development Review Division staff has collected a $2,000 "Petition to Vacate" fee from the petitioner, which covers the County's cost of recording and processing the Petition.

GROWTH MANAGEMENT IMPACT: There is no growth management plan impact associated with this action.

LEGAL CONSIDERATIONS: The Petitioner is requesting the vacation of the 20-foot drainage and utility easement located along the southwesterly border of Lots 24 through 28, Block "A" of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38 of the Public Records of Collier County, Florida. Pursuant to Resolution 2021-243 and Florida Statutes Section 177.101, the Board may adopt resolutions vacating plats in whole or in part of subdivisions in Collier County, returning the property covered by such plats either in whole or in part into acreage when the following criteria are met:

1. The request is in the interest of the general public welfare, or no public detriment is established.
2. The request does not invade or violate individual property rights.
3. The Petitioner owns the fee simple title to the whole, or that part of the parcel sought to be vacated; and

4. The vacation will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

   This item has been approved as to form and legality, and requires a majority vote for Board approval. --DDP

RECOMMENDATIONS: To Approve the attached Resolution relating to Petition VAC-PL20240005670, which will vacate the County and the public interest in the 20-foot drainage and utility easement and to accept Petitioner's grant of a 15-foot wide by 520-foot long drainage easement to replace the vacated drainage easement, and direct the Clerk to record a certified copy of the Resolution in the public records and to make proper notation of this Resolution on the plat of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38, of the Public Records of Collier County, Florida.

PREPARED BY: Marcus L. Berman, P.S.M., County Land Surveyor, Development Review Division.

ATTACHMENTS:

1. Myrtle Vacation Resolution
2. Application
3. Property Owner Disclosure form
4. Affidavit of Authorization(3)
5. LONO's All
6. Plat of Myrtle Cove Acres
7. 2023 County Tax Receipt
8. Drainage Easement
9. Affidavit of LLC
10. Resolution 2021-243
11. legal ad - agenda ID 24-2281 - VAC-PL20240005670 Myrtle Cove Acres Lots 24-28

RESOLUTION NO. 2025-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, TO DISCLAIM, RENOUNCE AND VACATE THE COUNTY AND THE PUBLIC INTEREST IN THE 20-FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE SOUTHWESTERLY BORDER OF LOTS 24 THROUGH 28, BLOCK "A" OF UNIT NO. 1, MYRTLE COVE ACRES, AS RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LOCATED IN THE SOUTHEASTERLY QUADRANT OF U.S. 41 AND MYRTLE LANE, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA. [PL20240005670]

WHEREAS, pursuant to Resolution 2021-243, Petitioner, Michael Delate, P.E., of Q. Grady Minor and Associates, LLC., on behalf of the fee simple property owner, has requested the vacation of the County and the Public interest in the 20-foot drainage and utility easement located along the southwesterly border of Lots 24 through 28, Block "A" of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38 of the Public Records of Collier County, Florida, located in Section 29, Township 50 South, Range 26 East, Collier County, Florida, being more specifically shown in Exhibit "A", attached hereto; and

WHEREAS, the Board of County Commissioners, on this day, held a public hearing to consider the petitioner's request and notice of said public hearing was given as required by law; and

WHEREAS, the granting of the petitioner's request will not affect the ownership or right of convenient access of persons owning other parts of the subdivision, nor invade or violate individual property rights.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that the County and Public interest in the 20-foot drainage and utility easement located along the southwesterly border of Lots 24 through 28, Block "A" of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38 of the public records of Collier County, Florida, located in Section 29, Township 50 South, Range 26 East, Collier County, Florida, being more specifically shown in Exhibit "A", is hereby vacated, extinguished, renounced and disclaimed, and this action is declared to be in the public interest and for the public benefit.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk to the Board is hereby directed to record a certified copy of the Resolution in the Public Records and to make proper notation of this Resolution on the plat of Unit No. 1, Myrtle Cove Acres, as recorded in Plat Book 3, Page 38, of the Public Records of Collier County, Florida.

THIS RESOLUTION ADOPTED after motion, second and majority vote favoring same, this 14th day of January 2025.

ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

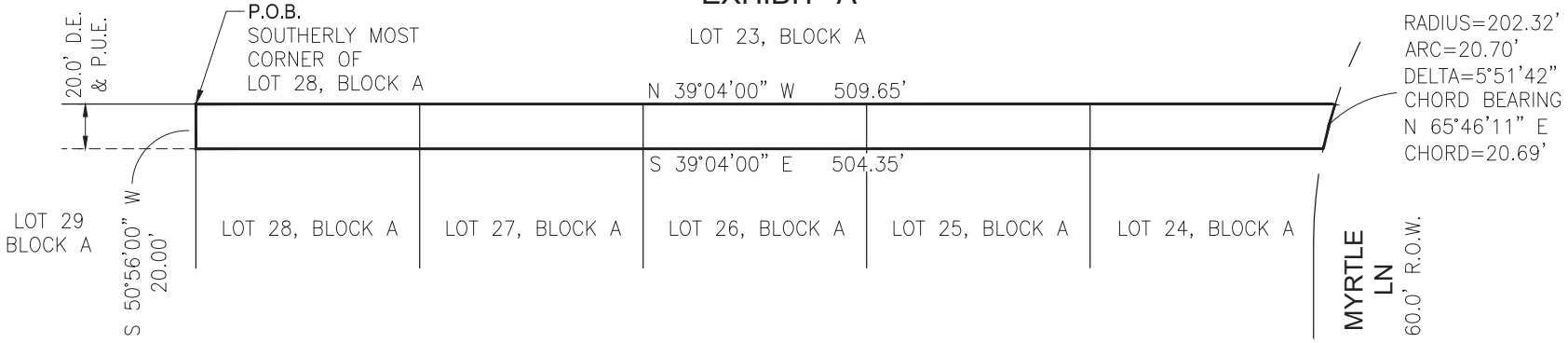
_____
Derek D. Perry
Assistant County Attorney

12/17/2024

Prepared By: Marcus L. Berman, P.S.M., County Land Surveyor, Development Review Division.

Attachments:
Exhibit "A" - Sketch and Legal Description
Exhibit "B" - Location-Site Map

EXHIBIT "A"



PROPERTY DESCRIPTION

A PORTION OF A 20 FOOT WIDE DRAINAGE AND PUBLIC UTILITY EASEMENT LYING IN LOTS 24 THROUGH 28, BLOCK A, MYRTLE COVE ACRES UNIT NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 28, BLOCK A, MYRTLE COVE ACRES UNIT NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE SOUTHWEST BOUNDARY OF SAID LOTS 24 THROUGH 28, BLOCK A, MYRTLE COVE ACRES UNIT NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA NORTH 39°04'00" WEST, FOR 509.65 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF MYRTLE LANE; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY 20.70 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 202.32 FEET THROUGH A CENTRAL ANGLE OF 05°51'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 65°46'11" EAST FOR 20.69 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 39°04'00" EAST, FOR 504.35 FEET TO AN INTERSECTION WITH THE BOUNDARY OF SAID LOT 28, BLOCK A; THENCE ALONG SAID BOUNDARY SOUTH 50°56'00" WEST, FOR 20.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 10,136 SQUARE FEET, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY BOUNDARY OF LOT 23, BLOCK A, MYRTLE COVE ACRES UNIT NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING N 39°04'00" W, AS STATED IN THE REFERENCED PLAT.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

0 25' 50' 100'

SCALE: 1" = 50'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

LEGEND:

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE(S)
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	MTUH
SCALE:	1" = 60'
DATE:	5 FEBRUARY 2024
FILE:	24-28-SL
SHEET:	1 of 1

NOT A SURVEY

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION

20' WIDE DRAINAGE & PUBLIC UTILITY EASEMENT
LYING WITHIN LOTS 24 THROUGH 28, BLOCK A
MYRTLE COVE ACRES UNIT NO. 1
PLAT BOOK 3, PAGE 38
LYING IN
SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

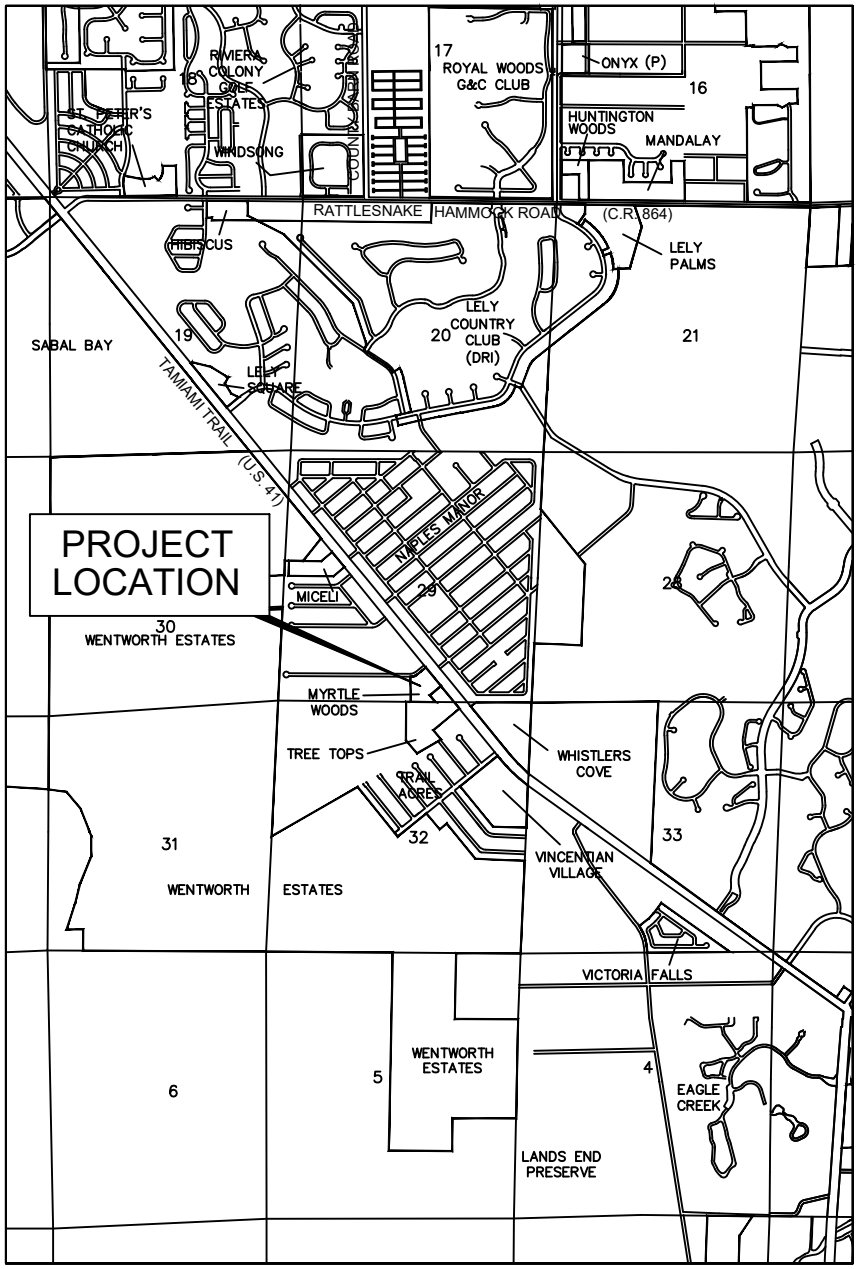
DATE SIGNED

Digitally signed by Donald L. Saintenoy III, P.S.M.
Date: 2024.02.06 12:53:32 -05'00'

DONALD L. SAINTENOY III, P.S.M.
FL LICENSE #6761
FOR THE FIRM

C:\SURVEY\PROJECT SURVEY 2024\28 - MYRTLE LN SKETCH (MTUH)\SURVEY\24-28-SL.DWG

EXHIBIT "B"
VAC-PL20240005670



LOCATION MAP

SITE MAP

Prepared by:
Marcus L. Berman P.S.M.
County Land Surveyor
Professional Surveyor & Mapper LS 5086
Growth Management Department
Development Review Division
2800 North Horseshoe Drive, Naples Florida 34104

CAO

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

APPLICATION FOR VACATING

FLORIDA STATE STATUTES SECTIONS 336.09, 336.10, 177.101, and 125.37; Ordinance No. 01-57; Resolution 2021-243; and Applicable sections of the Collier County Land Development Code

☐ **AVROW- Vacation of Road Right-of-Way, Road Name:** _____

☑ **AVPLAT-Vacation of Plats or portions of plats of subdivided land**

Name of Plat: Myrtle Cove Acres (Unit No. 1) **Plat Book:** 3 **Page(s):** 38

☐ **AVESMT- The extinguishment of public dedicated easements recorded by separate instrument in the public records (other than on a subdivision plat), platted or unplatted land, except for public roads.**

Official Record Book: _____ **Page(s)** _____

APPLICANT CONTACT INFORMATION

Name of Owner: KC NAPLES TAMIAMI LLC
Name of Applicant if different than owner: Metropolitan Naples, LLC
Address: 1500 Fifth Ave. S., Suite 106 **City:** Naples **State:** FL **ZIP:** 34102
Telephone: 239-405-1704 **Cell:** _____ **Fax:** _____
E-Mail Address: js@reptrs.com

Name of Agent: Michael Delate, P.E.
Firm: Q. Grady Minor and Associates, LLC
Address: 3800 Via Del Rey **City:** Bonita Springs **State:** FL **ZIP:** 34134
Telephone: 239-947-1144 **Cell:** _____ **Fax:** _____
E-Mail Address: MDelate@gradyminor.com / sumpenhour@gradyminor.com

PROPERTY INFORMATION

Address of Subject Property: 5398 Myrtle Lane **Parcel ID #** 60780960002 and 60781000000
Legal Description: Plat Book 3, Page 38 **Lot** 24-28 **Block** A **Tract** _____
Section/Township/Range: 29 / 50 / 26
Current Zoning: Myrtle Woods CPUD
Note:

1) If applicant is a land trust, indicate the name of beneficiaries.
2) If applicant is a corporation other than a public corporation, indicate the name of the officers and major stockholders.
3) If applicant is a partnership, limited partnership or other business entity, indicate the name of the principals.
4) List all other owners.

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

ELECTRONIC SUBMITTAL REQUIREMENT CHECKLIST

This completed checklist is to be submitted with the application packet. **Incomplete submittals will not be accepted. For further explanation regarding the requirements for the Vacating Application, and the below checklist, refer to Resolution 2021-243.**

REQUIREMENTS FOR REVIEW:	ELECTRONIC DOCUMENTS	REQUIRED	NOT REQUIRED
Completed Application (download current form from the County website)	1	☒	☐
Addressing Checklist signed by Addressing Department	1	☒	☐
Complete application and all submittal documents in PDF format	1	☒	☐
Fee Simple Deed	1	☒	☐
Statement explaining the general public benefit from the proposed vacation	1	☒	☐
Certificate showing all State and County taxes have been paid for subject parcel	1	☒	☐
Assessment map depicting area of proposed vacation	1	☒	☐
List of abutting and other property owners within 250 feet of the proposed vacation including their address and parcel number	1	☒	☐
Site Plan on 8½" x 11" paper	1	☒	☐
Sketch & legal description of what is to be vacated on 8½" X 11", labeled with a bold Exhibit "A" signed & sealed by hand or digitally	1	☒	☐
Copy of the recorded subdivision plat	1	●	☐
Letter Authorizing representation, if the applicant isn't the owner	1	●	☐
Affidavit of Authorization signed and sealed	1	☒	☐
Replacement easement documentations, if applicable	1	☐	☐
If replacement easement is required by Collier County, provide a current attorney's Title Opinion or ownership & encumbrance report by a title company	1	☐	☐
A copy of document that granted, conveyed or dedicated the easement to the County or public, for Vacations of Easement only	1	●	☐
Copy of document which granted, conveyed or dedicated the Right-of-Way to the County or public, for Vacation of Right-of-Way only	1	☐	●
Completed Property Ownership Disclosure Form (download current form from the County website)	1	●	☐
Reason for Request (required for AVROW applications only)	1	☐	●
REQUIREMENTS FOR RECORDING:			
Upon approval of application, signed with raised seal, two copies of Exhibit "A" will need to be submitted for Board approval and recording.	1	☐	☐

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

ELECTRONIC SUBMITTAL REQUIREMENT CHECKLIST CON'T

REQUIREMENTS FOR REVIEW:	ELECTRONIC DOCUMENTS	REQUIRED	NOT REQUIRED
Letters of No Objection from each of the following, as applicable:			
Electric Company / Florida Power and Light Naples Service Center 1220 5th Ave North Naples, FL 34102 **Phone:** 239-262-1322	1	☐	☐
Century Link/Lumen ATTN: Kenneth Stinnett **Email**: Kenneth.stinnett@Lumen.com ATTN: Sherlene Clevenger **Email**: Sherlene.clevenger@Lumen.com 3530 Kraft Road, Naples, FL 34105 **Phone:** 239-263-6234	1	☐	☐
Collier County Sherriff's Office / Legal Department ATTN: Michael Hedberg 3319 E Tamiami Trail, Naples, FL 34112 **Phone:** 239-252-0660	1	☐	☐
Greater Naples Fire and Life Safety ATTN: Shawn Hanson, Deputy Chief 2700 N Horseshoe Drive, Naples, FL 34104 **Phone:** 239-774-2800	1	☐	☐
North Collier Fire Control and Rescue District ATTN: Fire Prevention Bureau and Support Services 6495 Taylor Road, Naples, FL 34109 **Phone:** 239-597-9227	1	☐	☐
Comcast / Xfinity ATTN: Xavier Medina **Email**: Xavier_Medina@comcast.com 12600 Westlinks Drive, Ste 4 Fort Myers, FL 33913	1	☐	☐
Capital Projects Planning, Impact Fees & Program Management Division ATTN: Richard Orth **Email:**Richard.Orth@colliercountyfl.gov 2685 South Horseshoe Drive, Suite 103 Naples, FL 34104	1	☐	☐
Adjacent Property Owners	1	☐	☐
Homeowners Association	1	☐	☐

FEES

- **Application Fee:** $2,000.00
- **Estimated Legal Advertising Fee (to be paid by the applicant in addition to the application fees at the time of submittal)**
  - **AVROW:** $700.00
  - **AVPLAT:** $1,200.00
  - **AVESMT:** $1,200.00

LINKS

Online Payment Guide can be located: Here

Completed application may be submitted online GMD Public Portal

If unfamiliar to applying on portal or have questions, please look over our E-Permitting Guide

Applicant/Agent Signature

9/20/2024
Date

Michael Delate, P.E.
Print

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) _____

I, _____ (print name), as _____ (title, if applicable) of _____ (company, if applicable), swear or affirm under oath, that I am the (choose one) ____ owner X___ applicant ____ contract purchaser and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize _____ to act as our/my representative in any matters regarding this petition including 1 through 2 above.

*Notes:

- If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.
- If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."
- If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.
- If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.
- If the applicant is a trust, then they must include the trustee's name and the words "as trustee."
- In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

_____ _____

Signature **Date**

STATE OF _____
COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS ____ DAY OF _____, 20 24, BY (NAME OF ACKNOWLEDGER) AS (TITLE) OF (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public – State of _____

(Notary Seal)

_____
Printed Name

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
ww.colliercountyfl.gov

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership
N.A.	

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership
KC NAPLES TAMIAMI LLC, 101 N. Wacker Dr., #611, Chicago, IL 60606 Kevin M. Cahill – Manager (100%)	**100**

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership
N.A.	

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership
N.A.	

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership
Metropolitan Naples, LLC, 1500 Fifth Ave. S., Suite 106, Naples, FL 34102 (100%) Development Partners International, LLC, 1415 Panther Ln, Naples, FL 34109 (Ownership Interest) Jerry Starkey, President (50%) Fred Pezeshkan, Vice President (50%) Alexander Pezeshkan, Vice President Thomas MacIvor, Treasurer/ Secretary Thomas MacIvor, Treasurer, 1415 Panther Ln, Naples, FL 34109	100

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address
N.A.

g. Date subject property acquired 2018, 2012

☐ Leased: Term of lease_____years /months

If, Petitioner has option to buy, indicate the following:

Date of option: _____
Date option terminates:_____, or
Anticipated closing date: _____

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
ww.colliercountyfl.gov

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Agent/Owner Signature

July 29, 2024
Date

Michael Delate, P.E.
Agent/Owner Name (please print)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBER(S) Parcel Numbers 60780980002 and 60781000000 Easement Vacation

I, Kevin M. Cahill (print name), as Manager (title, if applicable) of KC Naples Tamiami, LLC (company, if applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] land trust

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Metropolitan Naples, LLC to act as our/my representative in any matters regarding this petition including 1 through 2 above.

NOTE:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

K M Cahill
Signature

April 30, 2024
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 30th day of April, 20 24, by (printed name of owner or qualifier) Kevin M. Cahill.

Such person(s) Notary Public must check applicable box:

[X] Are personally known to me.

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Mary Carol Picot

MARY CAROL PICOT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

CP\GS-COA-0011[illegible]
REV 3/4/2020

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) Parcel Number 60780920000 Easement Vacation

I, Kevin M. Cahill (print name), as Manager (title, if applicable) of KC Naples Tamiami, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✔] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Metropolitan Naples, LLC to act as our/my representative in any matters regarding this petition including 1 through 2 above.

**Notes:*

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

K Cahill
Signature

8/12/24
Date

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~COLLIER~~ Nassau

The foregoing instrument was acknowledged before me by means of [✔] physical presence or [ ] online notarization this 12 day of August, 20 24, by (printed name of owner or qualifier) Kevin M. Cahill.

Such person(s) Notary Public must check applicable box:

[✔] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Brendan Cahill

Notary Seal

BRENDAN H CAHILL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6443096
Qualified in NASSAU County
Commission Expires 10/31/2026

CP\08-COA-00115\155
REV 3/4/2020

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) Parcel Numbers 60780960002 and 60781000000 Easement Vacation

I, Jerry Starkey (print name), as President of Development Partners International, LLC, Manager (title, if applicable) of Metropolitan Naples, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [ ] applicant [✓] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize G. Grady Minor and Associates, LLC and Coleman, Yovanovich & Koester, P.A. to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature

4/23/24
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [X] physical presence or [ ] online notarization this 23rd day of April, 20 24, by (printed name of owner or qualifier) Jerry Starkey.

Such person(s) Notary Public must check applicable box:

[X] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Jacqueline N. Schoenhals

JACQUELINE N. SCHOENHALS
MY COMMISSION # HH 426338
EXPIRES: August 6, 2027

CP\08-COA-00115\155
REV 3/4/2020

April 23rd , 2024

Attn: Sharon Umpenhour

RE- Letter of No Objection- Vacating Easement Parcel 60780960002 and 60781000000

Dear Ms. Sharon Umpenhour,

Thank you for contacting Comcast regarding your request to vacate easement. This is to inform you that Comcast is has no facilities within the site's development area. We currently have no objection to your plans at this location.

If you have any further question or concerns, please do not hesitate to contact me at (574) 808-8943.

Sincerely,

Christopher Plank
Construction Manager SWFL

12600 Westlinks Dr. Suite #4
Fort Myers, FL 33913
574-808-8943
Christopher_Plank@Comcast.com

LUMEN

6/18/2024

Sharon Umpenhour
Senior Planning Technician
Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

RE: No Objection to Terminate Easement- 20' wide drainage and utility easement located within Myrtle Cove Acres (Plat Book 3 Page 38, Block A, Lots 24, 25, 26, 27 and 28) on property identified as Parcel Numbers 60780960002 and 60781000000.

Dear Sharon,

In response to your request to terminate the 20' wide drainage and utility easement located within Myrtle Cove Acres (Plat Book 3 Page 38, Block A, Lots 24, 25, 26, 27 and 28) on property identified as Parcel Numbers 60780960002 and 60781000000, LUMEN has **no objection** to the termination of the PUE as shown.

Please be advised that LUMEN **has a cross connect terminal [FID 26183] within the ROW of Tamiami Trail E.**

The no objection is contingent to LUMEN being provided any required easement for relocation of existing facilities, if facilities are within the identified PUE that could be affected, along with LUMEN being completely reimbursed by owner/developer on the cost of relocating such facilities.

Customer or Contractor, will need to call for Locates (Sunshine 811) prior to doing any work. **Customer will be responsible for any damage to LUMEN utilities**.

If I can be of further assistance, feel free to contact me at (239) 237-4853 or email Alexis.Powell@lumen.com

Sincerely,

Alexis Powell

Alexis Powell
Associate Network Implementation Engineer
LUMEN
2820 Cargo St, Fort Myers, Florida, 33916

Collier County

Michael Delate
Q Grandy Minor and Associates, LLC
3800 Via Del Rey
Bonita Spring, FL 34134

July 3rd, 2024

RE: PL2024-5670 Letter of No Objection
Parcel# 60780960002 & 60781000000
5396 Myrtle Lane,
Naples, FL, 34113

Dear Michael Delate,

In response to your request to vacate a 20' wide drainage and utility easement located within Myrtle Cove Acres (Plat Book 3 Page 38, Block A, Lots 24, 25, 26, 27 and 28) on property identified as Parcel Numbers 60780960002 and 60781000000 and installation of an undefined sized pipe underneath a Collier County 50' drainage easement.

The Collier County Road, Bridge and Stormwater Maintenance Division (RBSM) has reviewed your request for vacation as per PL2024-5670 and has no objection to the vacation of the 20' wide drainage easements, on the following conditions:

- A 15' wide replacement easement along the western property line in exchange for the above-mentioned drainage easement vacation.

The Collier County RBSM has reviewed your request to install an undefined size pipe underneath the Collier County 50' drainage easement as per PL2024-5670 and has no objection to the installation of this pipe on the following conditions:

- The RBSM Department must review and approve of design plans for pipe installation across drainage easement.
- Applicant will assume responsibility for restoring the area back to its original or improved conditions.
- The County will not assume maintenance responsibility for installed pipe and will have the right to request its removal if at any point in time the pipe proves a hindrance to maintenance operations or detrimental to easement conditions.

X

Marshal Miller
Division Director

SENT VIA CERTIFIED MAIL

June 17, 2024

Cubesmart LP
PTA-CS#451
PO BOX 320099
Alexandira, VA 22320

Re: Request for No Objection for an Easement Vacation
Parcel Numbers 60780960002 and 60781000000

To whom it may concern:

On behalf of the property owners, we submitted an application to Collier County to vacate a 20' wide drainage and utility easement located within Myrtle Cove Acres (Plat Book 3 Page 38, Block A, Lots 24, 25, 26, 27 and 28) on property identified as Parcel Numbers 60780960002 and 60781000000.

The parcels are proposed to be rezoned to a Commercial Planned Unit Development (CPUD) to allow commercial/retail uses. Currently there are no drainage facilities that run through the easement. There are drainage easements on the west/south side of the proposed CPUD that will remain and have county facilities located in them. This UE/DE only has overhead utility lines located in it.

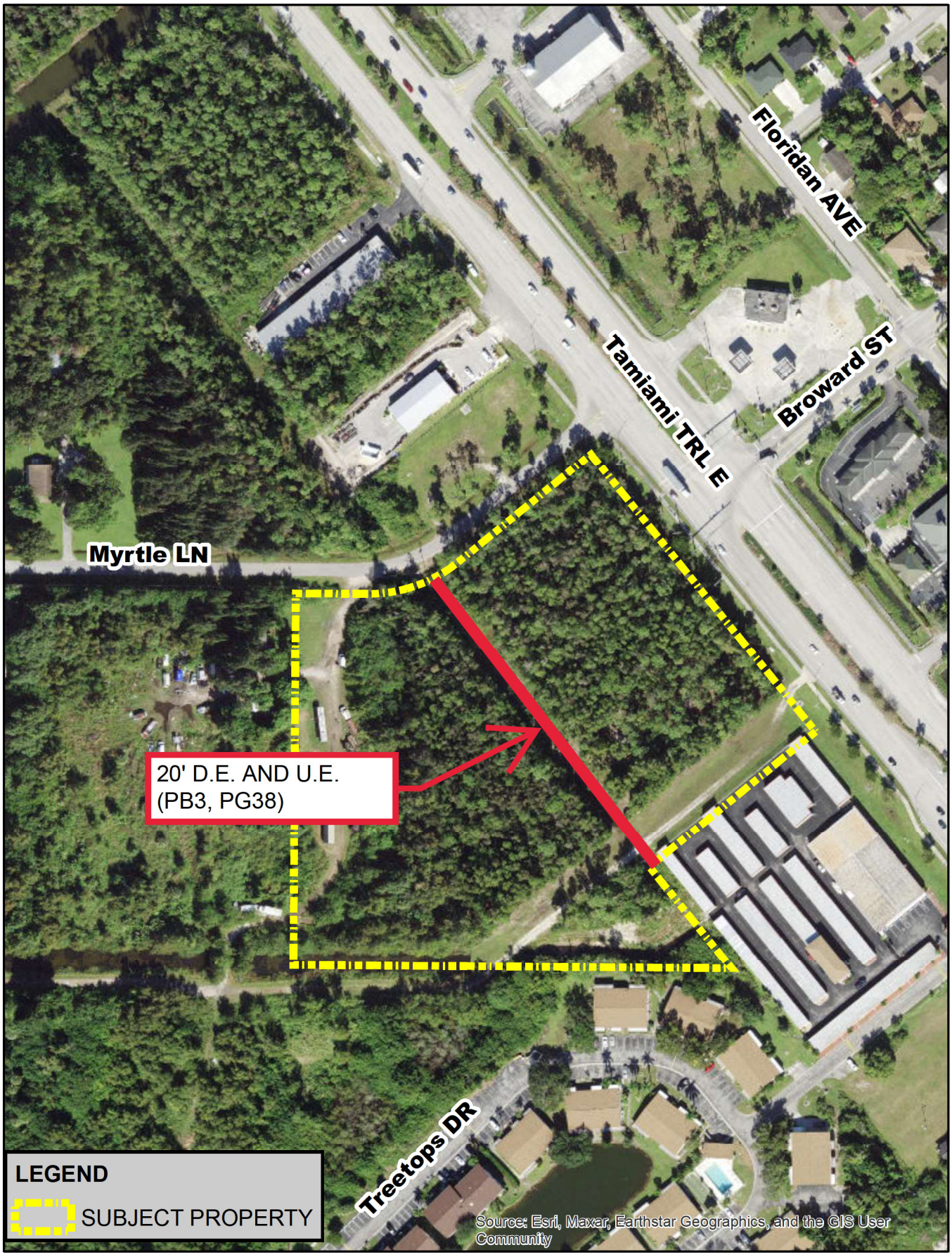
Enclosed for your review is an aerial location map depicting the limits of the easement to be vacated, proposed PUD Master Site Plan and Plat Book 3 Page 38.

If you have any questions or require additional information, please contact our office. Otherwise, please evidence your 'no objection' to the proposed easement vacation by providing a letter or email to our office.

Sincerely,

Michael J. Delate, P.E.
Sr. Vice President
mdelate@gradyminor.com or sumpenhour@gradyminor.com

5396 Myrtle Lane CPUD
Location Map



GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

210 105 0 210 Feet

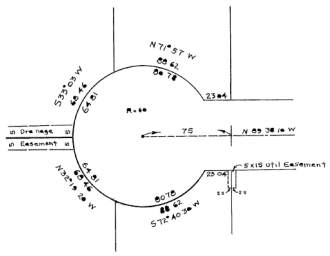
UNIT No 1
MYRTLE COVE ACRES

A SUBDIVISION OF
PART OF S½ OF SECTION 29, T.50S, R.26E WEST OF TAMIAMI TRAIL
COLLIER COUNTY, FLORIDA
Scale 1" = 200' July, 1955

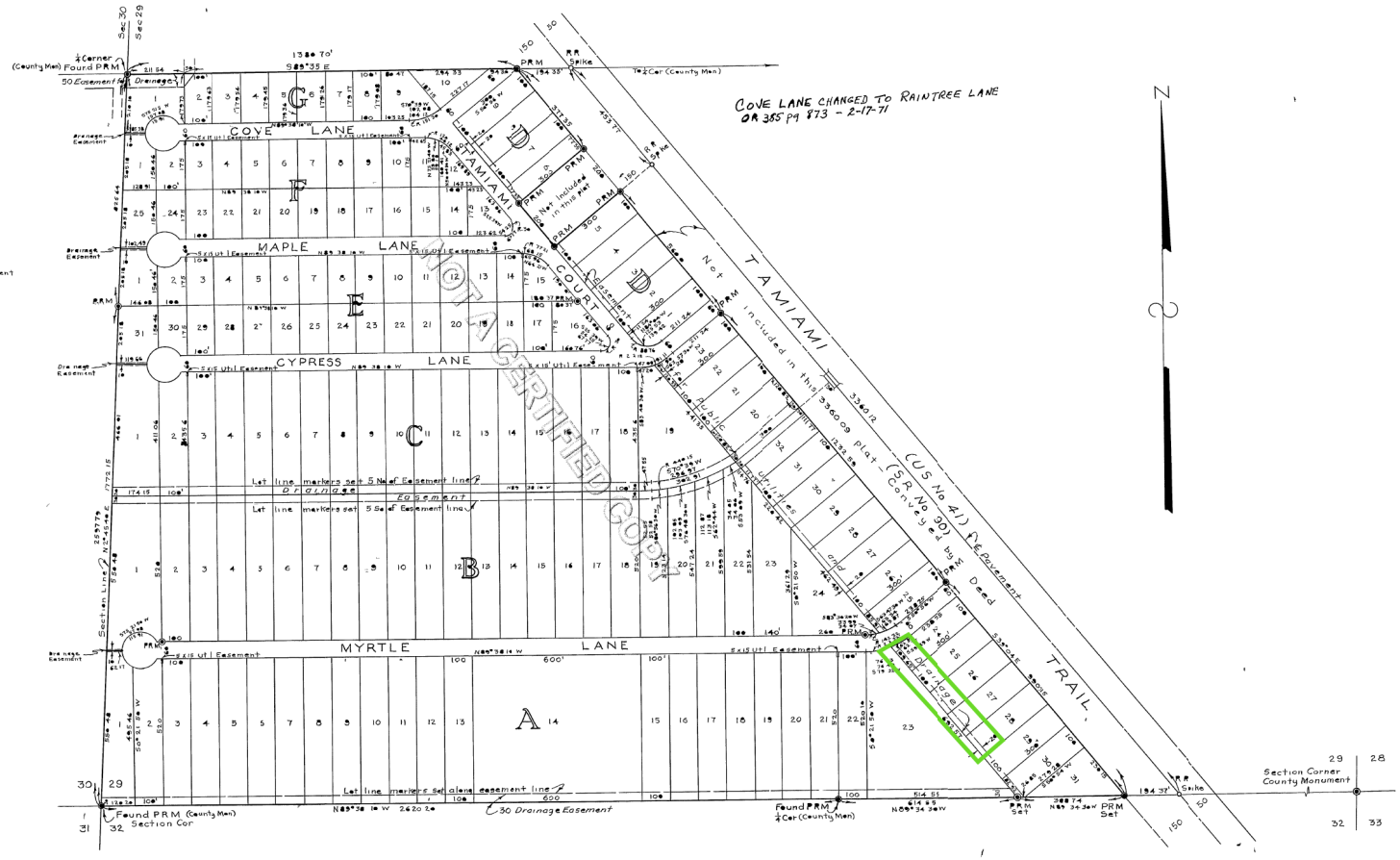
Cove Lane, Myrtle Cove Acres, Unit #1 changed to Raintree Lane, approved bu Board of County Commissioners, Minute Book 17, page 84, on February 2, 1971 and duly recorded in OR Book 385, page 873 on February 17, 1971

Margaret T Scott, Clerk

By [signature] Deputy Clerk



INSERT
STANDARD STREET END
Scale 1" = 50'



NOTE

PRM's are 4x4x24 Concrete Monuments, or 4x4x60 Concrete Posts
Both chord and arc distances are shown on curved lines with bearings to chords
Bearings are calculated from an assumed bearing of N 39°04 W on ℄ of paving of Tamiami Trail
All lot lines marked with steel pins unless monuments indicated

I hereby certify that this plat of MYRTLE COVE ACRES, UNIT No 1 is a true and correct representation of a recent survey made and platted under my direction and that permanent reference monuments (PRM's) have been set in accordance with the provisions of Section 7, Chapter 10275 Laws of Florida, Acts of 1925

Carl E. Johnson
Reg Land Surveyor
Fla Certificate No 351

DESCRIPTION

All that part of the south half (S½) of Section 29, T 50S, R26E lying south and west of the Tamiami Trail (State Road No 90) except that parcel marked Not Included in this Plat previously conveyed to Griffin by deed recorded in Deed Book 40 at Page 158 of the public records of Collier County

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Myrtle Cove, Inc a corporation under the laws of Florida, the owner of the here on described lands has caused this plat of UNIT No 1 MYRTLE COVE ACRES to be made and does hereby dedicate to the perpetual use of the public all streets, roads, lanes and/or courts shown hereon

IN WITNESS WHEREOF Myrtle Cove Inc has caused this dedication to be signed in its name by its vice-president and its corporate Seal to be affixed, attested by its secretary this 5th day of July, A D 1955

MYRTLE COVE, INC

By Robert L Walker
Vice President

Attest James L Walker
Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me personally appeared Robert L Walker and James L Walker, respectively Vice president and Secretary of Myrtle Cove, Inc, a corporation under the laws of Florida, to me known to be the persons described in and who executed the foregoing dedication and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official Seal of said corporation and that said dedication is the act and deed of said corporation

WITNESS my hand and official Seal at Naples, said County and State, this 5th day of July, A D 1955

Lucille L Norfleet
Notary Public, State of Florida at large
My Commission expires May 11 1957

APPROVALS

This Plat approved this 5th day of July, A D 1955 in open meeting of the Board of County Commissioners of Collier County, Florida

Approved J. M. Davidson
Chairman

Ed Scott
Clerk

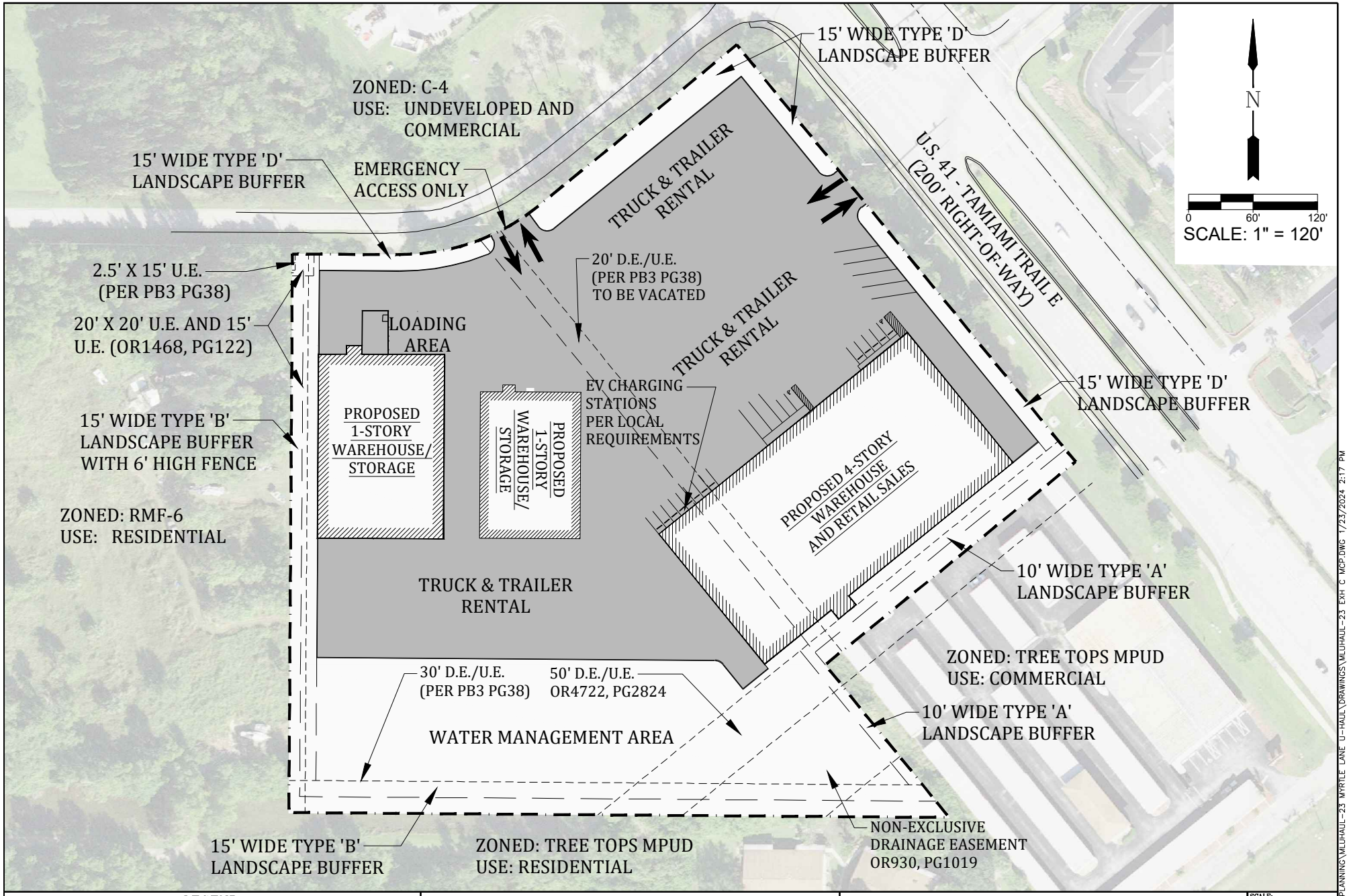
I HEREBY CERTIFY that this plat of UNIT No 1 MYRTLE COVE ACRES, has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275 Laws of Florida, Acts of 1925

2 30

I FURTHER CERTIFY that said plat was filed for record at PM this 19 day of July, A D 1955 and duly recorded in Plat Book 3, on Page 38 of the public records of Collier County, Florida

Ed Scott
Clerk of Circuit Court in and for Collier County, Fla.

By Grez Magill



LEGEND

[#] DEVIATION [1]

GradyMinor

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

5396 MYRTLE LANE CPUD

EXHIBIT C
MASTER PLAN

SCALE: 1" = 200'
JOB CODE: MLUHAUL-23
DATE: DECEMBER 2023
FILE NAME: MLUHAUL-23 EXH C MCP
SHEET 1 OF 2

G:\PLANNING\PROJ - PLANNING\MLUHAUL-23 MYRTLE LANE U-HAUL\DRAWINGS\MLUHAUL-23 EXH C MCP.DWG 1/23/2024 2:17 PM

7018 1130 0000 9690 1309

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$ 8.65

Postmark Here

6/12/24

MLUHAUL-23

Sent To Cubesmart LP

Street and Apt. No., or PO Box No. PTA-CS #451 PO Box 320099

City, State, ZIP+4® Alexandria, VA 22320

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cubesmart LP
PTA-CS#451
PO BOX 320099
Alexandria, VA 22320

9590 9402 4275 8121 2616 81

2. Article Number *(Transfer from service label)*

7018 1130 0000 9690 1309

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #



9590 9402 4275 8121 2616 81

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

RECEIVED
JUL 02 2024
Q. Grady Minor & Associates, P.A.

• Sender: Please print your name, address, and ZIP+4® in this box•

Michael Delate
Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, FL 34134

6/17/24 MLUHAUL-23

4105 15th Avenue S.W.
Naples, Florida 34116

7th, February 2024

Re: No Objection Letter ~ To Vacate the Easement for Parcel Numbers 60780960002 and 607810000007665 COLLIER COUNTY. 34113

Mr. Delate,

Florida Power and Light Company has reviewed your proposed construction on the property located at Parcel Numbers 60780960002 and 607810000007665. 34113, Collier County, and has no objection to vacate the easement as far as you pay to relocate the FPL facilities before we vacate the easement. This "no objection" is provided with the stipulation that any FPL facilities within easements at this property retain all rights.

If you have any questions regarding this matter, please contact me at 239-231-6983.

Sincerely,

Mohammad Al Hamd
Distribution Engineer
Florida Power & Light
4105 15th Ave SW, Naples FL, 34116
Email: Mohammad.Alhamd@fpl.com | Mobile: **(239) 231-6983**
Visit the new FPL Project Portal at FPL.com/construction to manage your FPL residential and commercial construction projects including milestones.

February 12, 2024

To: *Sharon Umpenhour & Grady Minor/Associates, P.A.*

RE: Vacate of Easement
Parcel# 60780960002 & 60781000000
5396 Myrtle Lane,
Naples, FL, 34113

Dear Sharon,

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area. TECO-PGS does have an active facility in the Right of Way to the east, so Locates should be done prior to construction. Please see snippet of the map below.

If you have further questions, please do not hesitate to call.

Sincerely,

Cheyenne Thompson

Cheyenne Thompson
Admin Specialist Sr., PGS Distribution Design
Peoples Gas System, Inc. ("PGS"), Central Territory
8416 Palm River Rd
Tampa, FL 33619
813-275-3710



UNIT No. 1
MYRTLE COVE ACRES

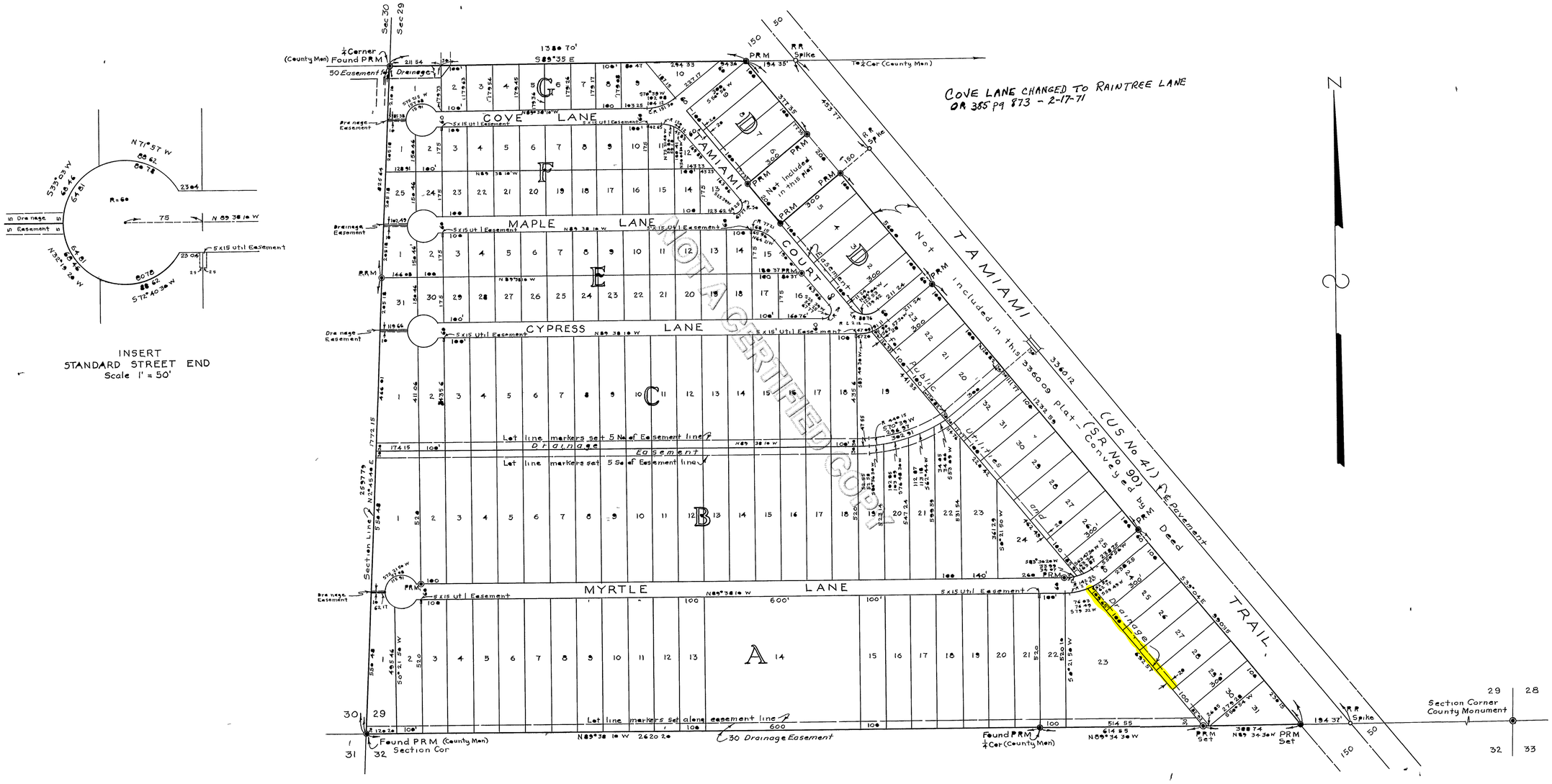
A SUBDIVISION OF
PART OF S½ OF SECTION 29, T.50S, R.26E WEST OF TAMIAMI TRAIL
COLLIER COUNTY, FLORIDA

Scale 1" = 200' July, 1955

Cove Lane, Myrtle Cove Acres, Unit #1 changed to Raintree Lane, approved bu Board of County Commissioners, Minute Book 17, page 84, on February 2, 1971 and duly recorded in OR Book 385, page 873 on February 17, 1971

Margaret T Scott, Clerk

By [signature] Deputy Clerk



INSERT
STANDARD STREET END
Scale 1" = 50'

NOTE

PRM's are 4x4x24 Concrete Monuments, or 4x4x60 Concrete Posts
Both chord and arc distances are shown on curved lines with bearings to chords
Bearings are calculated from an assumed bearing of N 39°04' W on ℄ of paving of Tamiami Trail
All lot lines marked with Steel pins unless monuments indicated

I hereby certify that this plat of MYRTLE COVE ACRES, UNIT No 1 is a true and correct representation of a recent survey made and platted under my direction and that permanent reference monuments (PRM's) have been set in accordance with the provisions of Section 7, Chapter 10275 Laws of Florida, Acts of 1925

Carl E. Johnson
Reg Land Surveyor
Fla Certificate No 351

CARL E. JOHNSON CERTIFICATE NO 351 STATE OF FLORIDA REGISTERED LAND SURVEYOR

DESCRIPTION

All that part of the south half (S½) of Section 29, T50S, R26E lying south and west of the Tamiami Trail (State Road No 90) except that parcel marked Not Included in this Plat previously conveyed to Griffin by deed recorded in Deed Book 40 at Page 158 of the public records of Collier County

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Myrtle Cove, Inc a corporation under the laws of Florida, the owner of the here on described lands has caused this plat of UNIT No 1 MYRTLE COVE ACRES to be made and does hereby dedicate to the perpetual use of the public all streets, roads, lanes and/or courts shown hereon

IN WITNESS WHEREOF Myrtle Cove Inc has caused this dedication to be signed in its name by its vice-president and its corporate seal to be affixed, attested by its secretary this 5th day of July, A D 1955

MYRTLE COVE, INC

By Robert L Walker
Vice President

Attest James L Walker
Secretary

MYRTLE COVE, INC. INCORPORATED 1954 FLORIDA

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me personally appeared Robert L Walker and James L Walker, respectively Vice president and Secretary of Myrtle Cove, Inc, a corporation under the laws of Florida, to me known to be the persons described in and who executed the foregoing dedication and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation and that said dedication is the act and deed of said corporation

WITNESS my hand and official seal at Naples, said County and State, this 5th day of July, A D 1955

Lucile L Norfleet
Notary Public, State of Florida at large
My Commission expires May 11 1959

APPROVALS

This Plat approved this 5th day of July, A D 1955 in open meeting of the Board of County Commissioners of Collier County, Florida

Approved J. M. Davidson
Chairman

Ed Scott
Clerk

I HEREBY CERTIFY that this plat of UNIT No 1 MYRTLE COVE ACRES has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, Laws of Florida, Acts of 1925

I FURTHER CERTIFY that said plat was filed for record at 2:30 PM this 19 day of July, A D 1955 and duly recorded in Plat Book 3, on Page 38 of the public records of Collier County, Florida

Ed Scott
Clerk of Circuit Court in and for Collier County, Fla.
By Inez Magill

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Legal Description	Mill Code	Escrow Code
60780960002	MYRTLE COVE ACRES UNIT 1 BLK A LOTS 24,25 & 26, OR 1251 PG 2150	7	

KC NAPLES TAMIAMI LLC
101 N WACKER DR #611
CHICAGO, IL 60606

Pay in U.S. Funds Drawn on a U.S. Bank To:
Collier County Tax Collector
3291 E. Tamiami Trail
Naples, FL 34112-5758
POST DATED CHECKS ARE NOT ACCEPTED AND WILL BE RETURNED
Visit our website: www.colliertaxcollector.com

Assessed Value	District	Mill Rate	Assessed Value	Exempt Amt	Taxable Value	Tax Amount
693,000	GENERAL FUND	3.2043	693,000	0	693,000	2,220.58
	WATER MANAGEMENT FUND-SOUTH	0.0948	693,000	0	693,000	65.70
Exemptions	BIG CYPRESS BASIN	0.0978	693,000	0	693,000	67.78
	SCHOOL BOARD - STATE LAW	2.0440	900,000	0	900,000	1,839.60
	SCHOOL BOARD - LOCAL BOARD	2.2480	900,000	0	900,000	2,023.20
	COLLIER MOSQUITO CONTROL	0.1443	693,000	0	693,000	100.00
	GREATER NAPLES FIRE RESCUE DIS	1.5000	693,000	0	693,000	1,039.50
	UNINCORP GEN - MSTD	0.7280	693,000	0	693,000	504.50
	C.C. WATER POLLUTION CTRL PGM	0.0263	693,000	0	693,000	18.23
	CONSERVATION COLLIER	0.2242	693,000	0	693,000	155.37

Please Retain this portion for your records

Millage Total 10.3117 **Total Ad Valorem** $8,034.46

Pay your current taxes online at:
http://www.colliertaxcollector.com/

Non-Ad Valorem District	Type of Assessment	Amount

Non-Ad Valorem Total $0.00

See reverse side for important information

Combined Ad Valorem and Non-Ad Valorem Total $8,034.46

(Detach and Return with your Payment)

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Mill Code	Escrow Code
60780960002	7	

Legal Description
MYRTLE COVE ACRES UNIT 1 BLK
A LOTS 24,25 & 26,
OR 1251 PG 2150

KC NAPLES TAMIAMI LLC
101 N WACKER DR #611
CHICAGO, IL 60606

11/22/2023

Amount Paid to Date: 7713.08

Receipt # WWW-24-00304905

Rob Stoneburner

Paid By **Cahill & Sons LLC**

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Legal Description	Mill Code	Escrow Code
60781000000	MYRTLE COVE ACRES BLK A LOTS 27 & 28 OR 2074 PG 1302	7	

KC NAPLES TAMIAMI LLC
101 N WACKER DR #611
CHICAGO, IL 60606

Pay in U.S. Funds Drawn on a U.S. Bank To:
Collier County Tax Collector
3291 E. Tamiami Trail
Naples, FL 34112-5758
POST DATED CHECKS ARE NOT ACCEPTED AND WILL BE RETURNED
Visit our website: www.colliertaxcollector.com

Assessed Value: 344,716

Exemptions

District	Mill Rate	Assessed Value	Exempt Amt	Taxable Value	Tax Amount
GENERAL FUND	3.2043	344,716	0	344,716	1,104.57
WATER MANAGEMENT FUND-SOUTH	0.0948	344,716	0	344,716	32.68
BIG CYPRESS BASIN	0.0978	344,716	0	344,716	33.71
SCHOOL BOARD - STATE LAW	2.0440	447,640	0	447,640	914.98
SCHOOL BOARD - LOCAL BOARD	2.2480	447,640	0	447,640	1,006.29
COLLIER MOSQUITO CONTROL	0.1443	344,716	0	344,716	49.74
GREATER NAPLES FIRE RESCUE DIS	1.5000	344,716	0	344,716	517.07
UNINCORP GEN - MSTD	0.7280	344,716	0	344,716	250.95
C.C. WATER POLLUTION CTRL PGM	0.0263	344,716	0	344,716	9.07
CONSERVATION COLLIER	0.2242	344,716	0	344,716	77.29

Please Retain this portion for your records

Millage Total 10.3117 **Total Ad Valorem** $3,996.35

Pay your current taxes online at:
http://www.colliertaxcollector.com/

Non-Ad Valorem District	Type of Assessment	Amount

Non-Ad Valorem Total $0.00

See reverse side for important information

Combined Ad Valorem and Non-Ad Valorem Total $3,996.35

(Detach and Return with your Payment)

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Mill Code	Escrow Code
60781000000	7	

Legal Description
MYRTLE COVE ACRES BLK A LOTS
27 & 28 OR 2074 PG 1302

KC NAPLES TAMIAMI LLC
101 N WACKER DR #611
CHICAGO, IL 60606

11/22/2023

Amount Paid to Date: 3836.50

Receipt # WWW-24-00304905

Rob Stoneburner

Paid By **Cahill & Sons LLC**

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Legal Description	Mill Code	Escrow Code
60780920000	MYRTLE COVE ACRES BLK A LOTS 23 OR 1255 PG 348	7	

Pay in U.S. Funds Drawn on a U.S. Bank To:
Collier County Tax Collector
3291 E. Tamiami Trail
Naples, FL 34112-5758
POST DATED CHECKS ARE NOT ACCEPTED AND WILL BE RETURNED
Visit our website: www.colliertaxcollector.com

KC NAPLES TAMIAMI LLC
101 N WACKER DR #611
CHICAGO, IL 60606

Assessed Value: 188,137

Exemptions

District	Mill Rate	Assessed Value	Exempt Amt	Taxable Value	Tax Amount
GENERAL FUND	3.2043	188,137	0	188,137	602.85
WATER MANAGEMENT FUND-SOUTH	0.0948	188,137	0	188,137	17.84
BIG CYPRESS BASIN	0.0978	188,137	0	188,137	18.40
SCHOOL BOARD - STATE LAW	2.0440	361,225	0	361,225	738.34
SCHOOL BOARD - LOCAL BOARD	2.2480	361,225	0	361,225	812.03
COLLIER MOSQUITO CONTROL	0.1443	188,137	0	188,137	27.15
GREATER NAPLES FIRE RESCUE DIS	1.5000	188,137	0	188,137	282.21
UNINCORP GEN - MSTD	0.7280	188,137	0	188,137	136.96
C.C. WATER POLLUTION CTRL PGM	0.0263	188,137	0	188,137	4.95
CONSERVATION COLLIER	0.2242	188,137	0	188,137	42.18

Please Retain this portion for your records

Millage Total 10.3117 **Total Ad Valorem** $2,682.91

Pay your current taxes online at:
http://www.colliertaxcollector.com/

Non-Ad Valorem District	Type of Assessment	Amount

Non-Ad Valorem Total $0.00

See reverse side for important information

Combined Ad Valorem and Non-Ad Valorem Total $2,682.91

(Detach and Return with your Payment)

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Mill Code	Escrow Code
60780920000	7	

Legal Description
MYRTLE COVE ACRES BLK A LOTS
23 OR 1255 PG 348

KC NAPLES TAMIAMI LLC
101 N WACKER DR #611
CHICAGO, IL 60606

11/22/2023

Amount Paid to Date: 2575.59

Receipt # WWW-24-00304905

Rob Stoneburner

Paid By **Cahill & Sons LLC**

Prepared by and return to:
Michelle L. Sweet, Assnt Mngr
Collier County
Transportation Engineering - ROW
2885 Horseshoe Drive S
Naples, Florida 34104

[space above for recording data]

PROJECT: 90000 - Developer
PARCEL: 241DE
FOLIO: 60780960002

DRAINAGE EASEMENT

THIS EASEMENT is granted this ____ day of _____, 2024, by **KC NAPLES TAMIAMI, LLC**, a Florida limited liability company, whose mailing address is 101 N. Wacker Drive, Suite 611, Chicago, IL 60606 ("Grantor"), in favor of **COLLIER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 3299 Tamiami Trail East, c/o the Office of the County Attorney, Suite 800, Naples, FL 34112 (hereinafter, "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns. Grantor and Grantee are used for singular or plural, as the context requires.)

RECITALS:

Grantee desires to obtain an easement over, under, upon and across a portion of Grantor's property.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a perpetual, non-exclusive drainage easement (the "Easement") encumbering the portion of Grantor's property described on Exhibit "A" attached hereto (the "Easement Area").

The Easement shall be for drainage and stormwater management purposes and includes the right to enter upon the Easement Area to a) construct, operate, maintain, repair, replace and remove ponds, lakes, canals, weirs, pumps, underground pipes, ditches, swales, earthen berms, rip-rap, retaining walls and other retaining systems, irrigation lines, lighting and other electrical facilities, and all other types of water control and related structures and facilities, at County's sole discretion; and b) place, excavate, use, store, plant, remove and dispose of soil, trees, landscaping, and other materials and improvements, including the removal and disposal of any and all property, real and/or personal, not owned by the Grantee to the extent it interferes with the Grantee's rights under the Easement, without liability to the owner of such property; all as deemed necessary or appropriate from time to time by the Grantee.

The easement rights granted to Grantee are subject to existing easements, restrictions, reservations, and other matters of record, if any. This Easement constitutes an easement "running with the land" and shall inure to the benefit of Grantee and be binding upon Grantor and Grantor's successors-in-title.

Grantor represents that Grantor's property is not homestead property, nor is it contiguous thereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

Witnesses:

KC NAPLES TAMIAMI, LLC, a Florida limited liability company

_____
Signature (Witness 1)

_____
Printed Name

BY:_____
KEVIN M. CAHILL, Manager

Post Office Address:

_____
_____

_____
Signature (Witness 2)

_____
Printed Name

Post Office Address:

_____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by **Kevin M. Cahill** as Manager of **KC NAPLES TAMIAMI, LLC.,** a Florida limited liability company, on behalf of the corporation, who:

_____ is personally known to me;
OR
_____ produced ☐ a driver's license, OR ☐ _____ as identification.

_____
Signature of Notary Public

_____
Printed Name
Serial / Commission # (if any): _____
My Commission Expires: _____

(affix notarial seal above)

Approved as to form and legality:

_____
DEREK D. PERRY, ESQ
Assistant County Attorney

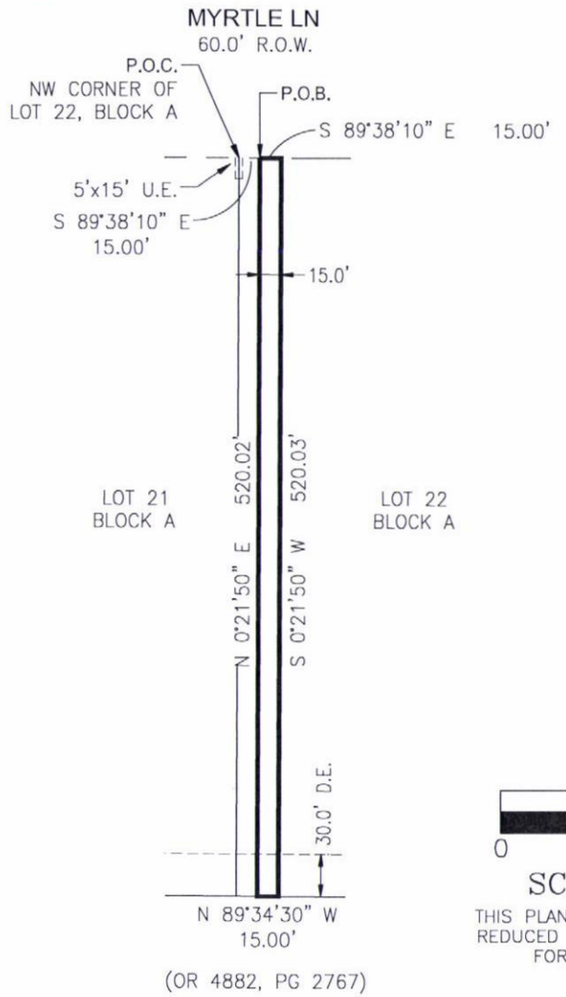
DDP
12/18/24

Last Revised 2/12/24

CAO

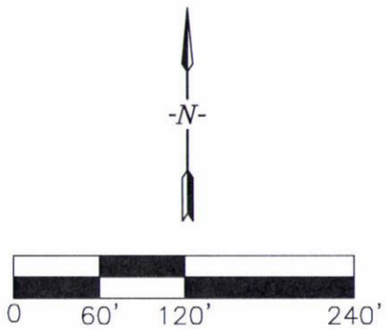
TE-ROW
8/9/24

241DE



LEGEND:

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE(S)
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT



SCALE: 1" = 120'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

PROPERTY DESCRIPTION

A 15 FOOT WIDE DRAINAGE EASEMENT LYING IN LOT 22, BLOCK A, MYRTLE COVE ACRES UNIT NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID LOT 22, BLOCK A; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID LOT 22, BLOCK A SOUTH 89°38'10" EAST, FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE CONTINUE ALONG SAID NORTH BOUNDARY SOUTH 89°38'10" EAST, FOR 15.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY SOUTH 00°21'50" WEST, FOR 520.03 FEET TO AN INTERSECTION WITH THE SOUTH BOUNDARY OF SAID LOT 22, BLOCK A; THENCE ALONG SAID SOUTH BOUNDARY NORTH 89°34'30" WEST, FOR 15.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY NORTH 00°21'50" EAST, FOR 520.02 FEET TO THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN;

CONTAINING 7,800 SQUARE FEET, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF LOT 22, BLOCK A, MYRTLE COVE ACRES UNIT NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING S 89°38'10" E, AS STATED IN THE REFERENCED PLAT.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	MTUH
SCALE:	1" = 120'
DATE:	29 JULY 2024
FILE:	24-28-SL 2
SHEET:	1 of 1

EXHIBIT "A"

NOT A SURVEY

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

15' WIDE DRAINAGE EASEMENT
LYING WITHIN LOT 22, BLOCK A
MYRTLE COVE ACRES UNIT NO. 1
PLAT BOOK 3, PAGE 38
LYING IN
SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

DATE SIGNED
Digitally signed by Donald L. Saintenoy III, P.S.M.
Date: 2024.07.30 14:51:26 -04'00'

DONALD L. SAINTENOY III, P.S.M
FL LICENSE #6761
FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2024\28 - MYRTLE LN SKETCH (MTUH)\SURVEY\24-28-SL 2.DWG

Prepared by and return to:
Michelle L. Sweet, Assnt Mngr
Collier County
Transportation Engineering – ROW
2885 Horseshoe Drive S
Naples, Florida 34104

PROJECT: 90000 - Developers
PARCEL: 241DE
FOLIO: 60780960002

AFFIDAVIT OF LIMITED LIABILITY COMPANY

The undersigned, **KEVIN M. CAHILL** ("Affiant"), being first duly sworn, states as follows:

1. Affiant is the Manager of **KC NAPLES TAMIAMI, LLC**, a **Florida** limited liability company (the "Company").

2. The Company was organized and is validly existing under the laws of the State of Florida and is authorized to do business in the State of Florida.

3. The Company is currently in existence and has not been terminated or dissolved.

4. Neither the Company, nor any of its members, are currently a debtor in a bankruptcy or insolvency proceeding.

5. The following are all of the members of the Company:

   Kevin M. Cahill

6. The Company is manager managed pursuant to its Operating Agreement; **KEVIN M. CAHILL** is authorized by the Operating Agreement to execute all instruments on behalf of the Company affecting interests in real Property; and any and all necessary consents have been obtained.

Affiant acknowledges that Collier County and a title company issuing title insurance will rely upon this Affidavit. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant certifies that Affiant has carefully read this Affidavit and understands all statements.

_____
KEVIN M. CAHILL

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by **KEVIN M. CAHILL**, as Manager of **KC NAPLES TAMIAMI, LLC,** a Florida limited liability company, on behalf of the company, who:

_____ is personally known to me,
OR
_____ has produced a ☐ driver's license, or ☐ _____, as identification.

_____
Notary Public

(affix notary seal above)

_____
Printed Name

Approved as to form and legality:

_____
DEREK D. PERRY, ESQ.
Assistant County Attorney

DDP 12/05/24

Last Revised 2/12/24

RESOLUTION 2021-_243

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING RESOLUTION 2006-160, AS AMENDED, IN ORDER TO AMEND THE POLICIES AND PROCEDURES FOR: 1) THE CLOSING AND VACATION OF ROAD RIGHTS-OF-WAY; 2) THE VACATION AND ANNULMENT OF PLATS OR PORTIONS OF PLATS OF SUBDIVIDED LAND; AND 3) THE EXTINGUISHMENT OF PUBLIC EASEMENTS CONVEYED BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS (CONVEYANCES OTHER THAN ON A SUBDIVISION PLAT) ON PLATTED OR UNPLATTED LAND, EXCEPT FOR PUBLIC ROADS, OR THE EXCHANGE OF REAL PROPERTY.

WHEREAS, the Board of County Commissioners of Collier County, Florida ("Board"), pursuant to sections 125.01, 125.37, 177.101, 336.09 and 336.10, Florida Statutes, Collier County Ordinance No. 2004-31, as amended, and the Collier County Land Development Code, is authorized to grant or deny vacations and annulments of plats of subdivided land, road rights-of-way, alleyways, and public dedicated easements conveyed by separate instrument recorded in the public records, and exchange of real property; and

WHEREAS, the Board, on July 25, 2006, adopted Resolution 2006-160, which superseded and replaced Resolution 1998-465, establishing the policies and procedures previously established for the above; and

WHEREAS, the Board, on September 10, 2013, adopted Resolution 2013-166, which amended Resolution 2006-160, to further amend the policies and procedures previously established for the above; and

WHEREAS, the Board desires to further amend the policies and procedures for: 1) closing and vacation of road rights-of-way; 2) vacation and annulment of plats or portions of plats of subdivided land; and 3) extinguishment of public easements conveyed by separate instrument records in the public records (conveyances other than on a subdivision plat) on platted or unplatted land, except for public roads, and exchange of real property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. This Resolution amends Resolution No. 2006-160, as amended, as set forth in the following Attachments.

2. The policies and procedures for the closing and vacation of road rights-of-way are amended and set forth in Attachment "A", incorporated herein and made part of this Resolution.

3. The policies and procedures for the vacation and annulment of plats or portions of plats of subdivided land are amended and set forth in Attachment "B", incorporated herein and made part of this Resolution.

4. The policies and procedures for the extinguishment of public easements conveyed by separate instrument records in the public records (conveyances other than on a subdivision plat) on platted or unplatted land, except for public roads, or the exchange of real property, are amended and set forth in Attachment "C", incorporated herein and made a part of this Resolution.

BE IT ALSO RESOLVED that the Clerk be directed to record this Resolution in the Public Records of Collier County, Florida.

THIS RESOLUTION ADOPTED after motion, second, and majority vote favoring same this 14th day of December, 2021.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Penny Taylor, Chairman

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney

DDP
10/25/21

Attachments:

1. Attachment "A" – Policy and Procedure on the Closing and Vacation of Road Right-of-Way

2. Attachment "B" – Policy and Procedure for the Vacation and Annulment of Plats or Portions of Plats of Subdivided Land

3. Attachment "C" – Policy and Procedure for the Extinguishment of Public Easements Conveyed by Separate Instrument Recorded in the Public Records (Conveyances Other Than on a Subdivision Plat) on Platted or Unplatted Land, Except for Public Roads, or the Exchange of Real Property

Attachment "A"

POLICY AND PROCEDURE ON THE CLOSING AND VACATION OF ROAD RIGHT-OF-WAY

A. AUTHORITY: –Sections 336.09 and 336.10, Florida Statutes.

B. POLICY: When a request is in the interest of the general public welfare or where no public detriment is established and when said request does not invade or violate individual property rights and otherwise qualifies under ~~S~~section 336.09, Florida Statutes, the Board of County Commissioners (BCC) may:

1. Vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, other than a state or federal highway, and to renounce and disclaim any right of the County and the public in and to any land in connection therewith.

2. Renounce and disclaim any right of the County and the public in and to any land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes, other than lands acquired for state and federal highways.

3. Renounce and disclaim any right of the County and the public in and to land, other than land constituting, or acquired for, a state or federal highway, delineated on any recorded map or plat as a street, alleyway, road, highway or other place used for vehicular travel.

C. PROCEDURE:

1. An application for the vacation of road right-of-way is to be completed along with the listed items needed for review and to be submitted to Growth Management, Development Review Division ~~/ Planning and Regulation, Engineering Services Section~~. It must be accompanied by a non-refundable application fee (refer to Growth Management, Development Services' ~~/ Planning and Regulation~~ current fee schedule for the applicable fee).

2. The petitioner must also provide:

   a) Evidence to show that the petitioner owns the fee simple title to the whole or that part of the parcel sought to be vacated (F~~EE~~ee S~~IMPLE~~imple D~~EED~~eed). If petitioner is

not the owner of the fee simple title, petitioner shall provide a statement demonstrating the reason for the request including any property or financial interest or projects affected by a granting of such request.

b) A statement explaining the general public benefit received from the proposed vacation.

c) A copy of the document which granted, conveyed or dedicated the right-of-way to the County or the public.

d) Certificate(s) showing all State and County taxes have been paid for the subject parcel if petitioner is the owner or the agent of owner of the fee simple title to the whole or part of the parcel sought to be vacated. (Available from the Collier County Tax Collector's Office, Building C-1, at the Government Center).

e) Assessment Map depicting area of proposed vacation. (Available from the Collier County Property Appraiser's Office, Radio Road).

f) List of abutting and other property owners within 250 feet of the proposed vacation to include:

(1) Name
(2) Address
(3) Zip Code
(4) Parcel Number

g) Site Plan - the site plan must be on 8 ½" X 11" paper and show all data pertinent to the proposed vacation, which shall include at least the following:

(1) Date of drawing
(2) Scale
(3) North arrow
(4) Locations and dimensions of property lines, abutting rights-of-way, easements, setbacks, off-street parking, and proposed and/or existing above and below grade structures~~, and any proposed landscaping.~~
(5) Location of proposed vacation and, if applicable, proposed dedication~~.~~

h) A sketch and ~~L~~legal description of what is to be vacated submitted on 8 ½" X 11" paper labeled in bold capital letters as EXHIBIT "A"~~. This legal description is to be accompanied by a sketch of the legal description.~~ Both the legal description and sketch are to be signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Florida Professional Surveyor and Mapper.

i) When applicable, a copy of the recorded subdivision plat. (Available from the Clerk of Court Recording Department online or on the 2nd~~nd~~ Floor of the Collier County Courthouse).

~~i~~j) A property ownership disclosure form listing all persons with equitable interests in the application.

~~j~~k)"Letters of No Objection" from all pertinent utility companies or authorized users of the easement and/or dedicated public area as determined by the Growth Management, Development Review Division ~~/ Planning and Regulation~~ Administrator or ~~his~~ their designee. Such letters may include but shall not be limited to the following:

(1) Electric Company
(2) Telephone Company
(3) Cable Television Company
(4) Collier County Sheriff's Office
(5) Homeowner's Association
(6) Rescue and Fire Control District
(7) Adjacent property owners

The letter sent to the utility companies and authorized users requesting a "Letter of No Objection" shall contain the statement "I have no objection to the proposed vacation" at the bottom of the letter with a signature block directly below it.

Upon submitting the petition for approval, ~~Engineering Services~~ Development Review Division will distribute the package to the following areas for their approval or objection:~~.~~

(~~1~~8) Collier County Public Utilities Engineering & Project Management Division ~~Utilities/PUED~~
(~~2~~9) Collier County ~~Engineering Services~~Development Review Division ~~Subdivision Review~~
(~~3~~10)Collier County ~~Engineering Services~~Capital Project Planning, Impact Fees & Program Management Division – Stormwater Review
(4~~11~~)Collier County Capital Project Planning, Impact Fees & Program Management Division – Transportation ~~Department~~ Planning Review

If the petitioner is unable to get the pertinent "approvals" or Letters of No Objection~~s~~ from those listed above, then the application is deemed denied.

~~k~~)l)If a replacement easement is required by Collier County, the reviewing parties are under no obligation to accept the offered alternative. If a Petition to Vacate is premised on the grant of a replacement easement, the Board will not take action on the Petition until the instrument necessary to grant the alternative real property interest has been accepted in form and content by all reviewing parties and the County Attorney's Office, it is properly executed by the granting or conveying entity,

and delivered to the County Attorney's Office to be held in trust pending the Board's consideration of the requested vacation. If a replacement easement is required by Collier County, the following shall be submitted:

(1) A sketch and ~~L~~legal description ~~and sketch~~ of what is to be dedicated, prepared along with a current attorney's title opinion or certification by a title company and noted on the sketch, signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Professional Surveyor and Mapper~~,~~.
(2) An attorney's title opinion or certification by a title company ~~Ownership & Encumbrance Report by a title company~~ (current)~~,~~.
(3) Executed conveyance document, and~~.~~
(4) Executed subordination documents.

3. ~~Engineering Services~~Development Review Division will review the petition application for completeness and compliance with this Resolution. ~~Engineering Services~~Development Review Division will prepare an appropriate executive summary and resolution and transmit both documents to the County Attorney's Office for approval.

   If approved as to form and legality by the County Attorney, the petition will be filed with the Clerk to the Board with a request for a time and date for a public hearing. The petition may be placed on the BCC agenda to establish a time and date for a public hearing by Resolution pursuant to ~~S~~section 336.09, Florida Statutes.

4. Once the time and date of the public hearing is~~are~~ established, the Clerk to the Board shall publish legal notice of the hearing one time in a newspaper of general circulation at least two weeks prior to the date stated therein for such hearing.

5. The petitioner and all property owners within 250 feet (and others as may be required by the ~~Engineering Services~~Development Review Division) of the requested vacation parcel shall be given notice by the Clerk to the Board; stating time, place and date of public hearing, by regular mail. If the number of property owners within two hundred fifty feet (250') exceeds twenty (20), petitioner shall incur an additional postage and handling charge of fifty cents ($.50) per additional property owner.

6. In the event that the petitioner for the property in question does not represent ~~him~~themself at the public hearing(s), they must provide a signed letter or other appropriate documentation which authorizes another specific person to represent ~~him~~them.

7. The Board of County Commissioners shall then hold a public hearing and any approved resolution by such governing body shall have the effect of vacating all requested streets and alleys which have not become highways necessary for use by the traveling public.

8. Notice of the adoption of such a resolution by the Commissioners shall be published by the Clerk to the Board one time, within 30 days following its adoption, in one issue of a newspaper of general circulation published in the County. The proof of publication of

notice of public hearing, a certified copy of the resolution, and the proof of publication of the notice of the adoption of such resolution shall be recorded by the Clerk to the Board in the Public Records of the County.

9. The processing of this petition shall coincide, where applicable, with the processing of such other platting or land use change applications proposed for the same property with regard to submissions of applications, staff reviews, reviews by advisory bodies, or the Board of County Commissioners, so that the decision on such vacation shall occur at the same meeting at which time the ~~reuse~~ application is reviewed by the Board of County Commissioners.

10. Once the application is accepted for review it will remain under review so long as a resubmittal in response to a county reviewer's comments is received within 90 days of the date on which the comments were sent to the applicant with a one time extension of an additional 90 days upon written notification. If a response is not received within this time, the application ~~for request review~~ will be considered withdrawn. Further review of the project will require a new application subject to the then current code.

Attachment "B"

POLICY AND PROCEDURE
FOR THE VACATION AND ANNULMENT OF PLATS OR
PORTIONS OF PLATS OF SUBDIVIDED LAND

A. **AUTHORITY**: Section 177.101 Florida Statutes, and Collier County Ordinance No. ~~01-57~~ 2004-31 and the Collier County Land Development Code.

B. **POLICY**: When a request is in the interest of the general public welfare or no public detriment is established, the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, the request will not affect the ownership or right of convenient access of persons owning other parts of the subdivision, and the request does not invade or violate individual property rights, the Board of County Commissioners may adopt resolutions vacating plats in whole or in part of subdivisions in said county~~ies~~, returning the property covered by such plats either in whole or in part into acreage.

C. **PROCEDURE**:

1. To petition for the vacation and annulment of plats or portions of plats of subdivided land, an application is to be completed along with the listed items needed for review. The application must be submitted to ~~Engineering Services~~Growth Management, Development Review Division, accompanied by a non-refundable application fee (refer to Growth Management, Development Services' ~~/ Planning and Regulation~~ current fee schedule for the applicable fee).

2. The petitioner must also provide:

   a) Evidence to show that the petitioner owns the fee simple title to the whole or that part of the parcel sought to be vacated (F~~EE~~ee S~~IMPLE~~imple D~~EED~~eed).

   b) A statement explaining the general public benefit received from the proposed vacation and demonstrating that the request will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

c) Certificate showing all State and County taxes have been paid for the subject parcel. (Available from the Collier County Tax Collector's Office, Building C-1, in the Government Center).

d) Assessment Map. (Available from the Collier County Property Appraiser's Office, Radio Road).

e) List of abutting and other property owners within 250 feet of the proposed vacation to include:

(1) Name
(2) Address
(3) Zip Code
(4) Parcel Number

f) Site Plan - the site plan must be on 8 ½" X 11" paper with an adequate scale showing all data pertinent to the proposed vacation, which shall include at least the following:

(1) Date of drawing
(2) Scale
(3) North arrow
(4) Locations and dimensions of property lines, abutting rights-of-way, easements, setbacks, off-street parking, and proposed and/or existing above and below grade structures~~, and any proposed landscaping.~~
(5) Location of proposed vacation and, if applicable, proposed dedication~~.~~

g) A sketch and ~~L~~legal description of what is to be vacated submitted on 8 ½" X 11" paper labeled in bold capital letters as EXHIBIT "A" to the petition. ~~This legal description is to be accompanied by a sketch of the legal description.~~ Both the sketch and legal description ~~and sketch~~ are to be signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Florida Professional Surveyor and Mapper.

h) A copy of the recorded subdivision plat. (Available from the Clerk of Court Recording Department online or on the 2nd Floor of the Collier County Courthouse).

i) A property ownership disclosure form listing all persons with equitable interests in the application.

~~e)~~j) "Letters of No Objection" from all pertinent utility companies or authorized users of the easement and/or dedicated public area as determined by the Development Review Division Administrator or their designee. Such letters may include but shall not be limited to the following:

(1) Electric Company
(2) Telephone Company

(3) Cable Television Company
(4) Collier County Sheriff's Office
(5) Homeowner's Association
(6) Rescue and Fire Control District
(7) Adjacent property owners

The letter sent to the utility companies and authorized users requesting a "Letter of No Objection" shall contain the statement "I have no objection to the proposed vacation" at the bottom of the letter with a signature block directly below it.

Upon submitting the petition for approval ~~Engineering Services~~Development Review Division will distribute the package to the following areas for their approval or objection:~~.~~

(~~1~~8) Collier County Public Utilities Engineering & Project Management Division ~~Utilities/PUED~~
(~~2~~9) Collier County ~~Engineering Services~~Development Review Division ~~Subdivision Review~~
(~~3~~10) Collier County ~~Engineering Services~~Capital Project Planning, Impact Fees & Program Management Division – Stormwater Review
(~~4~~11) Collier County Capital Project Planning, Impact Fees & Program Management Division – Transportation ~~Department~~ Planning Review

If the petitioner is unable to get the pertinent "approvals" or Letters of No Objections from those listed above, then the application is deemed denied~~"null and void."~~

~~f~~)k) If a replacement easement is required by Collier County, the reviewing parties are under no obligation to accept the offered alternative. If a Petition to Vacate is premised on the grant of a replacement easement, the Board will not take action on the Petition until the instrument necessary to grant the alternative real property interest has been accepted in form and content by all reviewing parties and the County Attorney's Office, it is properly executed by the granting or conveying entity, and delivered to the County Attorney's Office to be held in trust pending the Board's consideration of the requested vacation. If a replacement easement is required by Collier County, the following shall be submitted:

(1) Sketch and ~~L~~legal description ~~and sketch~~ of what is to be dedicated, prepared along with a current attorney's title opinion or certification by a title company and noted on the sketch, signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Professional Surveyor and Mapper~~.~~
(2) Attorney's title opinion or ~~Ownership & encumbrance Report~~certification by a title company (current)~~.~~
(3) Executed conveyance document, and~~.~~
(4) Executed subordination documents.

3. Development Review Division will review the petition for completeness and compliance with this Resolution. ~~Engineering Services~~Development Review Division will prepare an appropriate executive summary and resolution and transmit both documents to the County Attorney's Office for approval.

   If approved as to form and legality by the County Attorney, the petition will be filed with the Clerk to the Board with a request for a time and date for a public hearing.

4. Once the time and date of the agenda item is~~are~~ established, the Clerk to the Board shall publish legal notice of the hearing in not less than two weekly issues of a newspaper of general circulation in the County, pursuant to ~~S~~section 177.101, Florida~~.~~ Statutes.

5. The petitioner and all property owners within 250 feet (and others as may be required by ~~Engineering Services~~the Development Review Division) of the requested vacation parcel shall be given notice by the Clerk to the Board; stating time, place and date of the agenda item, by regular mail. If the number of property owners within two hundred fifty feet (250') exceeds twenty (20), petitioner shall incur an additional postage and handling charge of fifty cents ($.50) per additional property owner. If the County receives an objection or anticipates an objection to the vacation request, then the agenda item shall be scheduled under advertised public hearings in the BCC Agenda.

6. In the event that the owner for the property in question does not represent ~~him~~themself at the BCC meeting, they must provide a signed letter or other appropriate documentation which authorizes another specific person to represent ~~him~~them.

7. The County Commission may adopt a resolution vacating plats in whole or in part of subdivisions in the -County, returning the property covered by such plats either in whole or part into acreage.

8. A certified copy of any approved resolution shall be recorded in the public records of Collier County.

9. The processing of this petition shall coincide, where applicable, with the processing of such other platting or land use change applications proposed for the same property with regard to submissions of applications, staff reviews, reviews by advisory bodies, or the Board of County Commissioners, so that the decision on such vacation shall occur at the same meeting at which time the ~~reuse~~ application is reviewed by the Board of County Commissioners.

10. Once the application is accepted for review it will remain under review so long as a resubmittal in response to a county reviewer's comments is received within 90 days of the date on which the comments were sent to the applicant with a one time extension of an additional 90 days upon written notification. If a response is not received within this time, the application ~~for request review~~ will be considered withdrawn and cancelled. Further review of the project will require a new application subject to the then current code.

Attachment "C"

POLICY AND PROCEDURE FOR THE EXTINGUISHMENT OF PUBLIC EASEMENTS CONVEYED BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS (CONVEYANCES OTHER THAN ON A SUBDIVISION PLAT) ON PLATTED OR UNPLATTED LAND, EXCEPT FOR PUBLIC ROADS, OR THE EXCHANGE OF REAL PROPERTY.

A. **AUTHORITY**: –Sections 125.01 and 125.37, Florida Statutes.

B. **POLICY**: Requests will be granted as long as the public benefit is established or no public detriment is established. The Board of County Commissioners may:

1. Extinguish, vacate, abandon, discontinue, and close any easements, or any portion thereof, granted to the County or public by any instrument recorded in the public records of Collier County and to renounce and disclaim any right of the County and the public in and to any land in connection therewith; when such interest is granted to the County or public by any instrument recorded in the public records other than on a subdivision plat.

2. Quitclaim, renounce, and disclaim any right of the County and the public in and to any land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for drainage, utilities, access, maintenance, preservation, or conservation or other public purposes; when such interest is granted to the County or public by any instrument recorded in the public records of Collier County other than on a subdivision plat.

3. To make an exchange of real property whenever, in the opinion of the County Commissioners, the County holds and possesses any real property, not needed for county purposes, and such property may be to the best interest of the County exchanged for other real property, which the County may desire to acquire for county purposes, as authorized by ~~S~~section 125.37, Florida Statutes.

C. **PROCEDURE**:

1. To petition for the extinguishment of County dedicated easement on unplatted land or platted land, an application is to be completed along with the listed items needed for review be submitted to ~~Engineering Services~~ Growth Management, Development Review Division, -and it must be accompanied by a non-refundable application fee (refer

to ~~-~~Growth Management, Development Services' ~~/ Planning and Regulation~~ current fee schedule for the applicable fee).

2. The petitioner must also provide:

   a) Evidence to show that the petitioner owns the fee simple title to the whole or that part of the parcel on which a public dedicated easement is sought to be extinguished (F~~EE~~ee S~~IMPLE~~imple D~~EED~~eed).

   b) A statement explaining the general public benefit received from the proposed vacation.

   c) A copy of the document which granted, conveyed or dedicated the easement interest to the County or the public.

   d) Certificate(s) showing all State and County taxes have been paid for the subject parcel. (Available from the Collier County Tax Collector's Office, Building C-1, in the Government Center).

   e) Assessment Map. (Available from the Collier County Property Appraiser's Office, Radio Road).

   f) Site Plan - the site plan must be on 8 ½" X 11" paper with an adequate scale showing all data pertinent to the proposed extinguishment, which shall include at least the following:

      (1) Date of drawing
      (2) Scale
      (3) North arrow
      (4) Locations and dimensions of property lines, abutting rights-of-way, easements, setbacks, off-street parking, and proposed and/or existing above and below grade structures~~, and any proposed landscaping.~~
      (5) Location of proposed extinguishment and, if applicable, proposed dedication~~.~~

   ~~f~~g)A sketch and l~~L~~egal description of what is to be extinguished submitted on 8 ½" X 11" paper labeled in bold capital letters as EXHIBIT "A". ~~This legal description is to be accompanied by a sketch of the legal description.~~ Both the sketch and legal description ~~and sketch~~ are to be signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Florida Professional Surveyor and Mapper.

   h) When applicable, a copy of the recorded subdivision plat. (Available from the Clerk of Court Recording Department online or on the 2nd Floor of the Collier County Courthouse).

i) A property ownership disclosure form listing all persons with equitable interests in the application.

~~g)~~j) Letters of No Objection~~"~~ from all pertinent utility companies or authorized users of the easement and/or dedicated public area as determined by the Growth Management, Development Review Division Administrator or their designee. Such letters may include but shall not be limited to the following:

(1) Electric Company
(2) Telephone Company
(3) Cable Television Company
(4) Collier County Sheriff's Office
(5) Homeowner's Association
(6) Rescue and Fire Control District
(7) Adjacent property owners

The letter sent to the utility companies and authorized users requesting a "Letter of No Objection" shall contain the statement "I have no objection to the proposed vacation" at the bottom of the letter with a signature block directly below it.

Upon submitting the petition for approval, ~~Engineering Services~~Development Review Division will distribute the package to the following areas for their approval or objection:~~.~~

(~~1~~8) Collier County Public Utilities Engineering & Project Management Division ~~Utilities/PUED~~
(~~2~~9) Collier County ~~Engineering Services~~Development Review Division ~~Subdivision Review~~
(~~3~~10) Collier County ~~Engineering Services~~Capital Project Planning, Impact Fees & Program Management Division – Stormwater Review
(~~4~~11) Collier County Capital Project Planning, Impact Fees & Program Management Division – Transportation ~~Department~~ Planning Review

If the petitioner is unable to get the pertinent "approvals" or Letters of No Objection~~s~~ from those listed above, then the application is deemed denied~~"null and void."~~

~~h)~~k) To the extent applicable, where the petitioner desires to exchange ~~his/her~~their interest with that interest dedicated to the County, the requirements and procedures of ~~§~~section 125.37, Florida Statutes, and the Collier County Utilities Standards and Procedures Ordinance No. ~~97-17~~ 04-31, as amended, shall be utilized as practicable and legally required. The reviewing parties are under no obligation to accept the offered alternative. If a Petition to Vacate is premised on the grant of a replacement easement, the Board will not take action on the Petition until the instrument necessary to grant the alternative real property interest has been accepted in form and content by all reviewing parties and the County Attorney's Office, it is properly executed by the granting or conveying entity, and delivered to the County Attorney's Office to be held

in trust pending the Board's consideration of the requested vacation. The following shall be submitted:

(1) A sketch and l~~L~~egal description ~~and sketch~~ of what is to be dedicated, prepared along with a current attorney's title opinion or certification by a title company and noted on the sketch, signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Florida Professional Surveyor and Mapper.~~,~~
(2) Attorney's ~~Title~~ title ~~Opinion~~ opinion or certification by a title company ~~Ownership & Encumbrance Report~~ (current).~~,~~
(3) Executed conveyance document, and~~.~~
(4) Executed subordination documents.

3. ~~Engineering Services~~Development Review Division will review the petition for completeness and compliance with this Resolution. ~~Engineering Services~~Development Review Division will prepare an appropriate executive summary and resolution and transmit both documents to the office of the County Attorney for approval.

If approved as to form and legality by the County Attorney, the petition will be filed with the Clerk to the Board with a request for a time and date for a public hearing.

4. ~~Where an~~For exchanges of real property ~~interest is applicable~~pursuant to section 125.37, Florida Statutes, the terms and conditions of any such exchange of property shall be published, once a week for at least two weeks, in a newspaper of general circulation published in the County prior to the adoption by the Board of County Commissioners.

45. In the event that the owner of the property in question does not represent ~~him~~themself at the BCC meeting, they must provide a signed letter or appropriate documentation which authorizes another specific person to represent ~~him~~them.

~~5~~6. The processing of this petition shall coincide, where applicable, with the processing of such other platting or land use change applications proposed for the same property with regard to submissions of applications, staff reviews, reviews by advisory bodies, or the Board of County Commissioners, so that the decision on such extinguishment shall occur at the same meeting at which time the ~~re-use~~ application is reviewed by the Board of County Commissioners.

~~6~~7. Once the application is accepted for review it will remain under review so long as a resubmittal in response to a county reviewer's comments is received within 90 days of the date on which the comments were sent to the applicant with a one time extension of an additional 90 days upon written notification. If a response is not received within this time, the application ~~for request review~~ will be considered withdrawn and cancelled. Further review of the project will require a new application subject to the then current code.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the **Collier County Board of County Commissioners** commencing at **9:00 a.m.** on **January 14, 2025**, in the Board of County Commissioners meeting room, third floor, Collier Government Center, 3299 East Tamiami Trail, Naples, FL, to consider:

RESOLUTION NO. 2025-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, TO DISCLAIM, RENOUNCE AND VACATE THE COUNTY AND THE PUBLIC INTEREST IN THE 20-FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE SOUTHWESTERLY BORDER OF LOTS 24 THROUGH 28, BLOCK "A" OF UNIT NO. 1, MYRTLE COVE ACRES, AS RECORDED IN PLAT BOOK 3, PAGE 38, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LOCATED IN THE SOUTHEASTERLY QUADRANT OF U.S. 41 AND MYRTLE LANE, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA. [PL20240005670]

A copy of the proposed Resolution is on file with the Clerk to the Board and is available for inspection. All interested parties are invited to attend and be heard.

All persons wishing to speak on any agenda item must register with the County Manager prior to presentation of the agenda item to be addressed. Individual speakers will be limited to 3 minutes on any item. The selection of an individual to speak on behalf of an organization or group is encouraged. If recognized by the Chairman, a spokesperson for a group or organization may be allotted 10 minutes to speak on an item. Written materials intended to be considered by the Board shall be submitted to the appropriate County staff a minimum of 7 days prior to the public hearing. All materials used in presentations before the Board will become a permanent part of the record.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

Any person who decides to appeal any decision of the Board will need a record of the proceedings pertaining thereto and therefore, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Facilities Management Division, located at 3335 Tamiami Trail East, Suite 101, Naples, FL 34112-5356, (239) 252-8380, at least two days prior to the meeting. Assisted listening devices for the hearing impaired are available in the Board of County Commissioners Office.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA
BURT L. SAUNDERS, CHAIRMAN

CRYSTAL K. KINZEL, CLERK
By: Yani Fernandez, Deputy Clerk
December 26, 2024, through January 14, 2025

VAC-PL20240005670
Myrtle Cove Acres Lots 24-28 Blk A (BCC January 14, 2025)
Board of County Commissioners
Publication Date: 12/26/2024
Expiration Date: 01/16/2025
Notices.CollierClerk.com

Executive Summary

Recommendation to approve an Ordinance amending the Collier County Growth Management Plan to create the Barefoot Williams Commercial Subdistrict to allow the development of 11,000 square feet of gross floor area of commercial uses, of which a car wash may be 5,000 square feet of gross floor area. The subject property is located on the south side of Tamiami Trail East (U.S. 41), approximately 350 feet east of the intersection of Tamiami Trail and Barefoot Williams Road, in Section 33, Township 50 South, Range 26 East, Collier County, Florida, consisting of ±1.92 acres. (Companion to item 9F)

OBJECTIVE: For the Board to approve (adopt) the proposed small-scale amendment to the Growth Management Plan (GMP) and approve said amendment for transmittal to the Florida Department of Commerce.

CONSIDERATIONS: The petition seeks to amend the Future Land Use Element (FLUE), specifically to create a new subdistrict, the Barefoot Williams Commercial Subdistrict, to allow a maximum of 11,000 square feet of commercial/office uses, including a car wash (SIC 7542) with a maximum intensity of 5,000 square feet. A companion petition (PL20220005137) would rezone the property from the Commercial Intermediate (C-3) zoning district to the General Commercial zoning district (C-4) to allow a car wash and all permitted uses allowed within the C-3 zoning district.

The ±1.92-acre site is currently zoned C-3 and undeveloped. Existing land uses in the surrounding area include residential, commercial, and public facility uses.
The subject property is designated Urban, Urban Mixed-Use District, Urban Coastal Fringe Subdistrict and is within the Coastal High Hazard Area (CHHA), all as identified on the Future Land Use Map (FLUM). The Urban Coastal Fringe Subdistrict provides for transitional densities between the Conservation designated area and the remainder of the Urban designated area. The CHHA is the geographical area lying below the elevation of the Category 1 storm surge line per the Southwest Florida Regional Planning Council's Hurricane Evacuation Study; increased density and expenditure of public infrastructure are discouraged in this area.

The site is also identified on Map FLUE-11, part of the FLUM Series, which identifies properties deemed "consistent by policy" (through the implementation of the Zoning Reevaluation Program in the 1990s). The property was granted an exemption or compatibility exception and retained its Residential Tourist (RT) zoning designation. In 2000, the site was rezoned to Commercial Intermediate District (C-3) by Ordinance 2000-81 via the Office and Infill Commercial Subdistrict text-based provision in the FLUE.

The subject site is also located within the boundaries of the East Naples Community Development Plan (ENCDP) and the proposed *draft* US 41 East Zoning Overlay (US 41 EZO). The ENCDP was developed by the community through a series of public meetings and surveys and reflects the overall vision of the community; the Board of County Commissioners accepted the ENCDP in October 2020. Relevant to this petition, the applicant has committed to providing native canopy trees along the US 41 East corridor, enhanced buffering along the US 41 frontage, a noise attenuation wall along the southern property line where the car wash abuts a mobile home community, increased building setbacks from US 41 East, a maximum of one double loaded drive aisle of parking in front of the buildings, and separation of a quarter mile from an existing car wash facility – all of which are consistent with the proposed *draft* US 41 East zoning overlay.

Per *Chapter 163.3187, Part II, Florida Statutes*, limitations are in place for this type of small-scale amendment, as identified below, followed by staff comments *[italicized in brackets]*.

Process for adoption of small-scale comprehensive plan amendment.
(1) A small-scale development amendment may be adopted under the following conditions:
(a) The proposed amendment involves a use of 50 acres or fewer. *[The amendment pertains to a property consisting of ±1.92 acres.]*
(b) The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with the

small-scale future land use map amendment shall be permissible under this section. *[This amendment involves a site-specific text and map location.]*

(c) The property that is the subject of the proposed amendment is not located within an area of critical state concern unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004 (3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05 (1*). [The subject property is not within an Area of Critical State Concern.]*

(4) Comprehensive plans may only be amended in such a way as to preserve the internal consistency of the plan pursuant to s. 163.3177. *[The amendment preserves the internal consistency between and among GMP elements.]*

FINDINGS AND CONCLUSIONS: Staff reviewed this petition, including the supporting data and analysis, and made the following findings and conclusions. Additional analysis is provided in the Staff Report to the CCPC.

- This petition proposes a small-scale Growth Management Plan amendment to create a subdistrict in the Urban Commercial District allowing for a car wash limited to 5,000 square feet, in addition to 6,000 square feet of [presently permitted] C-3 uses.
- There are no adverse environmental impacts as a result of this petition. The project has been historically developed and cleared. This project does not require Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances.
- No historic or archaeological sites are affected by this amendment.
- There are no transportation or public utility-related concerns as a result of this petition and no concerns about the impact on other public infrastructure.
- The proposed uses are expected to create minimal impact on the surrounding area.
- There is no demonstrated need for the proposed car wash use until 2033.
- Many of the project's proposed development standards are consistent with the proposed draft US 41 East zoning overlay.
- The site can potentially be rezoned to C-5 (utilizing the Office and Infill Commercial Subdistrict provision of the FLUE) to allow more intensive land uses than those proposed by this petition.

[Note: Immediately east of the subject site, the Home Depot – SE Naples Commercial Subdistrict GMP amendment and companion rezone (CPUD) to allow home improvement store uses (SIC 5211-5261) were approved by the Board in mid-2024. As a result, the subject site became eligible for a rezone under the Office and Infill Commercial Subdistrict text-based provision in the FLUE to allow a car wash without a GMPA. However, the petitioner requested to proceed with the GMPA and rezone petitions to avoid delays [and fees] that may result from the withdrawal of the two petitions and the submittal of another zoning petition (CPUD).]

STAFF RECOMMENDATION TO THE COLLIER COUNTY PLANNING COMMISSION: That the Collier County Planning Commission forward petition PL20220005822 Barefoot Williams Commercial Subdistrict GMPA to the Board of County Commissioners with a recommendation to approve and adopt and transmit to the Florida Department of Commerce and other statutorily required agencies.

COLLIER COUNTY PLANNING COMMISSION (CCPC) RECOMMENDATION: The CCPC heard this petition at its November 7, 2024, meeting. The Planning Commission voted unanimously to forward it to the Board with a recommendation of approval. On January 7, 2025, a letter of objection was received. As such, this petition will be placed on Advertised Public Hearings.

FISCAL IMPACT: Petition fees account for staff review time and materials and the cost of associated legal advertising/public notice for the public hearings. Therefore, no fiscal impacts to Collier County result from the adoption of this amendment.

GROWTH MANAGEMENT IMPACT: The Board's adoption of the proposed amendment and its transmission to the Florida Department of Commerce will commence the Department's thirty-day (30) challenge period for any affected person. Provided the small-scale amendment is not challenged, it becomes effective thirty-one (31) days after Board adoption.

LEGAL CONSIDERATIONS: This Growth Management Plan (GMP) amendment is authorized by and subject to, the procedures established in Chapter 163, Part II, Florida Statutes, The Community Planning Act, and by Collier County Resolution No. 12-234, as amended. The Board should consider the following criteria in making its decision: "plan amendments shall be based on relevant and appropriate data and an analysis by the local government that may include but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue." 163.3177(1)(f), F.S. In addition, s. 163.3177(6)(a)2, F.S. provides that FLUE plan amendments shall be based on surveys, studies, and data regarding the area, as applicable, including:

a. The amount of land required to accommodate anticipated growth.
b. The projected permanent and seasonal population of the area.
c. The character of undeveloped land.
d. The availability of water supplies, public facilities, and services.
e. The need for redevelopment, including the renewal of blighted areas and the elimination of non-conforming uses which are inconsistent with the character of the community.
f. The compatibility of uses on lands adjacent to or closely proximate to military installations.
g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.
h. The need to modify land uses and development patterns with antiquated subdivisions.
i. The discouragement of urban sprawl.
j. The need for job creation, capital investment and economic development that will strengthen and diversify the community's economy.

And FLUE map amendments shall also be based upon the following analysis pe s. 163.3177(6)(a)8, F.S.:

a. An analysis of the availability of facilities and services.
b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.
c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

This item is approved as to form and legality. It requires an affirmative vote of four for approval because this is an Adoption hearing of the GMP amendment. (HFAC)

RECOMMENDATIONS: To adopt the Ordinance and transmit petition PL20220005822 to the Florida Department of Commerce and other statutorily required agencies.

PREPARED BY: Michele R. Mosca, AICP, Planner III, Community Planning & Resiliency Division

ATTACHMENTS:
1. Ordinance - 01-06-2025
2. CCPC Staff Report Barefoot Williams Commercial Subdistrict
3. BCC & CCPC Back-up Barefoot Williams Commercial Subdistrict - CCPC Back-Up Documents
4. Affidavit of Posting Notice and Sign Photos
5. Letter of Objection - 1-7-25
6. legal ad - agenda IDs 24-2253 & 24-1989 - 11760 Tamiami Trail East GMPA & RZ (PL20220005822) & (PL20220005137)

ORDINANCE NO. 2025-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AMENDING ORDINANCE NO. 89-05, AS AMENDED, THE COLLIER COUNTY GROWTH MANAGEMENT PLAN FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, SPECIFICALLY AMENDING THE FUTURE LAND USE ELEMENT AND FUTURE LAND USE MAP AND MAP SERIES BY CHANGING THE LAND USE DESIGNATION OF PROPERTY FROM URBAN, URBAN MIXED USE DISTRICT, URBAN COASTAL FRINGE SUBDISTRICT TO COMMERCIAL DISTRICT, BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT TO ALLOW 11,000 SQUARE FEET OF GROSS FLOOR AREA OF COMMERCIAL USES, OF WHICH A CAR WASH MAY BE 5,000 SQUARE FEET OF GROSS FLOOR AREA. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF TAMIAMI TRAIL EAST 350 FEET EAST OF THE INTERSECTION OF TAMIAMI TRAIL AND BAREFOOT WILLIAMS ROAD IN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, CONSISTING OF 1.92± ACRES; AND FURTHERMORE, DIRECTING TRANSMITTAL OF THE ADOPTED AMENDMENT TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. [PL20220005822]

WHEREAS, Collier County, pursuant to Section 163.3161, et. seq., Florida Statutes, the Florida Local Government Comprehensive Planning and Land Development Regulation Act, was required to prepare and adopt a comprehensive plan; and

WHEREAS, the Collier County Board of County Commissioners adopted the Collier County Growth Management Plan on January 10, 1989; and

WHEREAS, the Community Planning Act of 2011 provides authority for local governments to amend their respective comprehensive plans and outlines certain procedures to amend adopted comprehensive plans; and

WHEREAS, 11760 Property, LLC requested an amendment to the Future Land Use Element and Future Land Use Map and Map Series to create the Barefoot Williams Commercial Subdistrict; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, this amendment is considered a Small-Scale Amendment; and

WHEREAS the Subdistrict property is not located in a rural area of opportunity; and

WHEREAS, the Collier County Planning Commission (CCPC) on November 7, 2024 considered the proposed amendment to the Growth Management Plan and recommended approval of said amendment to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Collier County did take action in the manner prescribed by law and held public hearings concerning the proposed adoption of the amendment to the Future Land Use Element and Future Land Use Map and Map Series of the Growth Management Plan on _____; and

WHEREAS, all applicable substantive and procedural requirements of law have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE: ADOPTION OF AMENDMENT TO THE GROWTH MANAGEMENT PLAN

The Board of County Commissioners hereby adopts this small-scale amendment to the Future Land Use Element and Future Land Use Map and Map Series in accordance with Section 163.3184, Florida Statutes. The text amendment is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION TWO: SEVERABILITY.

If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION THREE: EFFECTIVE DATE.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after Board adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida this _____ day of _____, 2025.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By:_____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____ HFAC
Heidi Ashton-Cicko 1-6-25
Managing Assistant County Attorney

Attachment: Exhibit A – Proposed Text Amendment & Map Amendment

CAO

Exhibit A

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT

FUTURE LAND USE ELEMENT

*** *** *** *** *** *** *** *** *** *** *** *** ***

TABLE OF CONTENTS

*** *** *** *** *** *** *** *** *** *** *** *** ***

II. IMPLEMENTATION STRATEGY

*** *** *** *** *** *** *** *** *** *** *** *** ***

FUTURE LAND USE MAP SERIES (Page vii)

*** *** *** *** *** *** *** *** *** *** *** *** ***

*Collier Boulevard / Interstate 75 Innovation Zone Overlay Map
*Airport Carlisle Mixed Use Subdistrict Map
*Belle Meade Hydrologic Enhancement Overlay Map
*Barefoot Williams Commercial Subdistrict Map

*** *** *** *** *** *** *** *** *** *** *** *** ***

Policy 1.5:

The URBAN Future Land Use Designation shall include Future Land Use District and Subdistricts for:

*** *** *** *** *** *** *** *** *** *** *** *** ***

C. URBAN-COMMERCIAL DISTRICT (Page 10)

1. Mixed Use Activity Center Subdistrict
2. Interchange Activity Center Subdistrict

*** *** *** *** *** *** *** *** *** *** *** *** ***

19. Ivy Medical Center Subdistrict
20. Barefoot Williams Commercial Subdistrict

*** *** *** *** *** *** *** *** *** *** *** *** ***

FUTURE LAND USE DESIGNATION DESCRIPTION SECTION

*** *** *** *** *** *** *** *** *** *** *** *** ***

Words underlined are additions; Words ~~struck through~~ are deletions
*** *** *** *** are a break in text

I. URBAN DESIGNATION

*** *** *** *** *** *** *** *** *** *** *** *** ***

b. Non-residential uses including:

*** *** *** *** *** *** *** *** *** *** *** *** ***

12. Commercial uses subject to criteria identified in the Urban - Mixed Use District, PUD Neighborhood Village Center Subdistrict, Office and Infill Commercial Subdistrict, Residential Mixed Use Neighborhood Subdistrict, Orange Blossom Mixed-Use Subdistrict, Buckley Mixed Use Subdistrict, Vanderbilt Beach/Collier Boulevard Commercial Subdistrict, Commercial Mixed Use Subdistrict, Goodlette/Pine Ridge Mixed Use Subdistrict, Henderson Creek Mixed Use Subdistrict, Livingston/Radio Road Commercial Infill Subdistrict, Vanderbilt Beach Road Neighborhood Commercial Subdistrict, Vincentian Mixed Use Subdistrict, Davis–Radio Commercial Subdistrict, Meridian Village Mixed-Use Subdistrict, Vanderbilt Beach Road Mixed Use Subdistrict; Isles of Capri Mixed Use Infill Subdistrict, Creekside Commerce Park East Mixed Use Subdistrict; and, in the Urban Commercial District, Mixed Use Activity Center Subdistrict, Interchange Activity Center Subdistrict, Livingston/Pine Ridge Commercial Infill Subdistrict, Livingston Road/Eatonwood Lane Commercial Infill Subdistrict, Livingston Road Commercial Infill Subdistrict, Commercial Mixed Use Subdistrict, Livingston Road/Veterans Memorial Boulevard Commercial Infill Subdistrict, Orange Blossom/Airport Crossroads Commercial Subdistrict, Logan Boulevard/Immokalee Road Commercial Infill Subdistrict, East Tamiami Trail Commercial Infill Subdistrict, Seed to Table Commercial Subdistrict, Vanderbilt Beach Commercial Tourist Subdistrict, Germain Immokalee Commercial Subdistrict, Greenway–Tamiami Trail East Commercial Subdistrict, Bay House Campus Commercial Subdistrict, in the Bayshore/Gateway Triangle Redevelopment Overlay; Radio Road Commercial Infill Subdistrict; Ivy Medical Center Subdistrict; Barefoot Williams Commercial Subdistrict; and as allowed by certain FLUE policies.

*** *** *** *** *** *** *** *** *** *** *** *** ***

C. Urban Commercial District (page 63)

*** *** *** *** *** *** *** *** *** *** *** *** ***

20. Barefoot Williams Commercial Subdistrict

The Barefoot Williams Commercial Subdistrict is approximately 1.92 acres and is located on the south side of Tamiami Trail East (U.S. 41), approximately 350 feet east of Barefoot Williams Road, in Section 33, Township 50 South, Range 26 East. It is depicted on the Barefoot Williams Commercial Subdistrict Map. The purpose of this Subdistrict is to allow commercial intermediate uses and a car wash. Development in this Subdistrict is subject to the following requirements and limitations:

a. The rezone Ordinance shall include development standards and buffers to ensure compatibility with the surrounding properties.

b. Allowable uses shall be limited to:

1. Uses permitted by right in the C-3, Commercial Intermediate~~,~~ zoning district as listed in the Collier County Land Development Code (LDC), Ordinance No. 04-41, as amended.

Words underlined are additions; Words ~~struck through~~ are deletions
*** *** *** *** are a break in text

2. Car wash (Standard Industrial Classification 7542).

c. Development is limited to a maximum intensity of 11,000 square feet of gross floor area, of which a car wash shall not exceed 5,000 square feet.

d. The car wash shall be subject to the following conditions in addition to other applicable LDC requirements:

1. The minimum side yard setback shall be 10 feet when adjacent to a commercially zoned property.

2. A sound attenuation wall shall be: a) a minimum height of two feet higher than the entrance to the car wash tunnel, but not exceed 12 feet in height above grade; and b) provided twenty-five (25) feet from the rear property line along the entire width of the car wash facility, including the drive aisles that serve the car wash.

e. The following standards apply to establishments with drive-through facilities (Group 5812 Eating Places and 5813 Drinking Places) in addition to other applicable LDC requirements:

1. A maximum of 6,000 square feet of gross floor area in the principal structure.

2. In addition to satisfying design standards of LDC section 5.05.08 F.6., vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building.

f. No building or structure shall exceed a zoned building height of thirty-five (35) feet~~,~~ and an actual height of forty-two (42) feet.

g. Parking lots, vehicular use areas, and service function areas shall be located to the sides or rear of buildings, no closer to US 41 than the principal building except that a maximum of one double loaded drive aisle of parking is permitted in the front yard.

h. Landscaping for parking lots, vehicular use areas, and service function areas shall be designed in accordance with LDC section 4.06.03, except that interior parking lot plantings shall be a maximum of twenty-five (25) percent turf grass. The balance shall be shrubs or groundcover in planting areas.

i. Landscape buffers shall be designed in accordance with LDC section 4.06.00, except for the following:

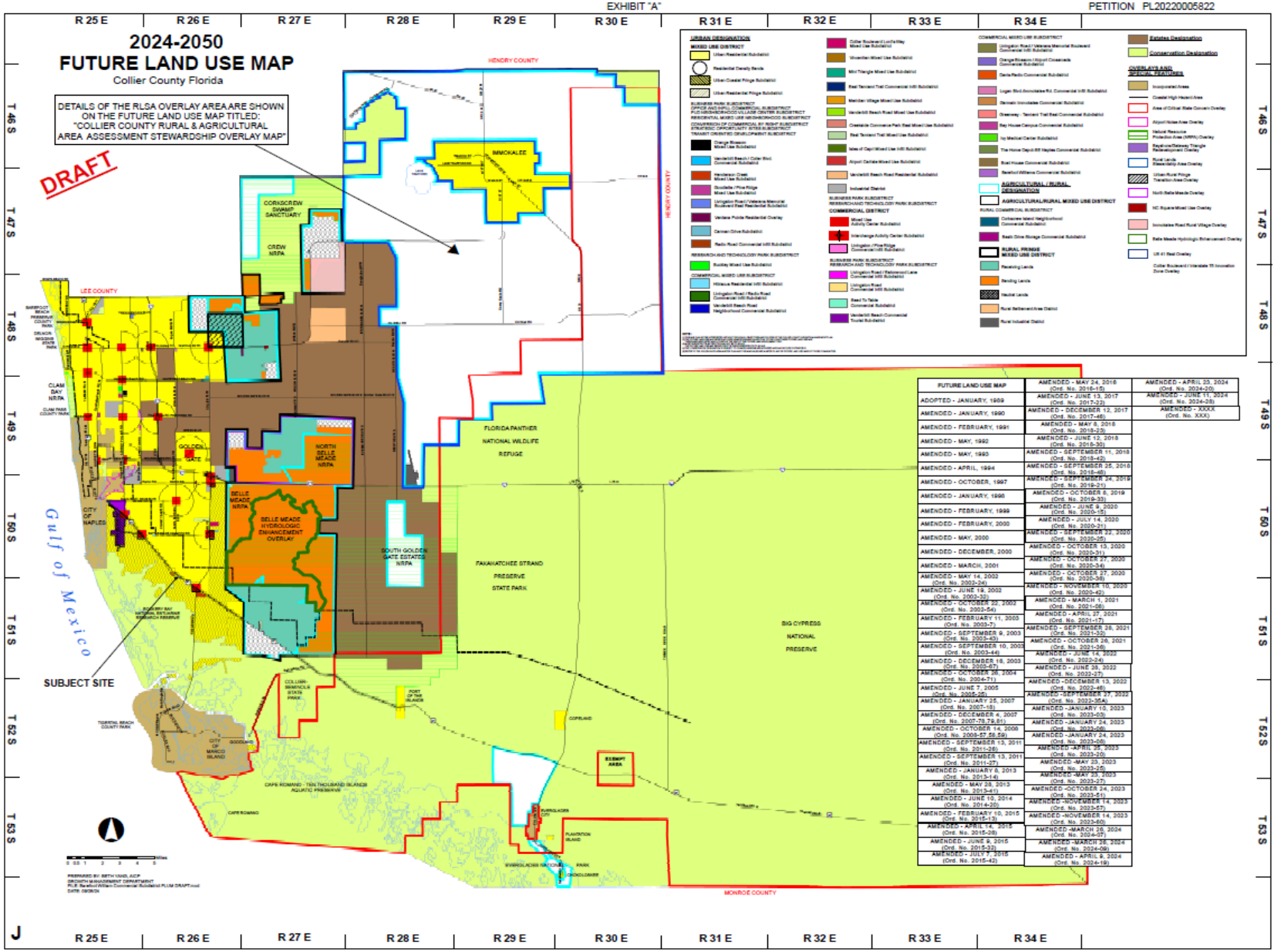
1. The 15-foot-wide Type 'B' front yard landscape buffer easement (LBE) shall be enhanced by:

a) Planting canopy shade trees (understory trees and palm trees may not be substituted for canopy trees) spaced twenty-five (25) feet on center with trees having a minimum average mature canopy spread of twenty (20) feet and an eight-foot vertical clearance for pedestrians, if applicable, as determined by the County Manager or designee.

b) Planting only native vegetation, grass, ground cover, or other landscape treatment in accordance with LDC section 4.06.00.

2. The 20-foot-wide Type 'B' rear yard LBE shall be enhanced with a minimum of five canopy trees (understory and palm trees may not be substituted for canopy trees) per 100 linear feet.

EXHIBIT "A" PETITION PL20220005822



Words underlined are additions; Words ~~struck through~~ are deletions
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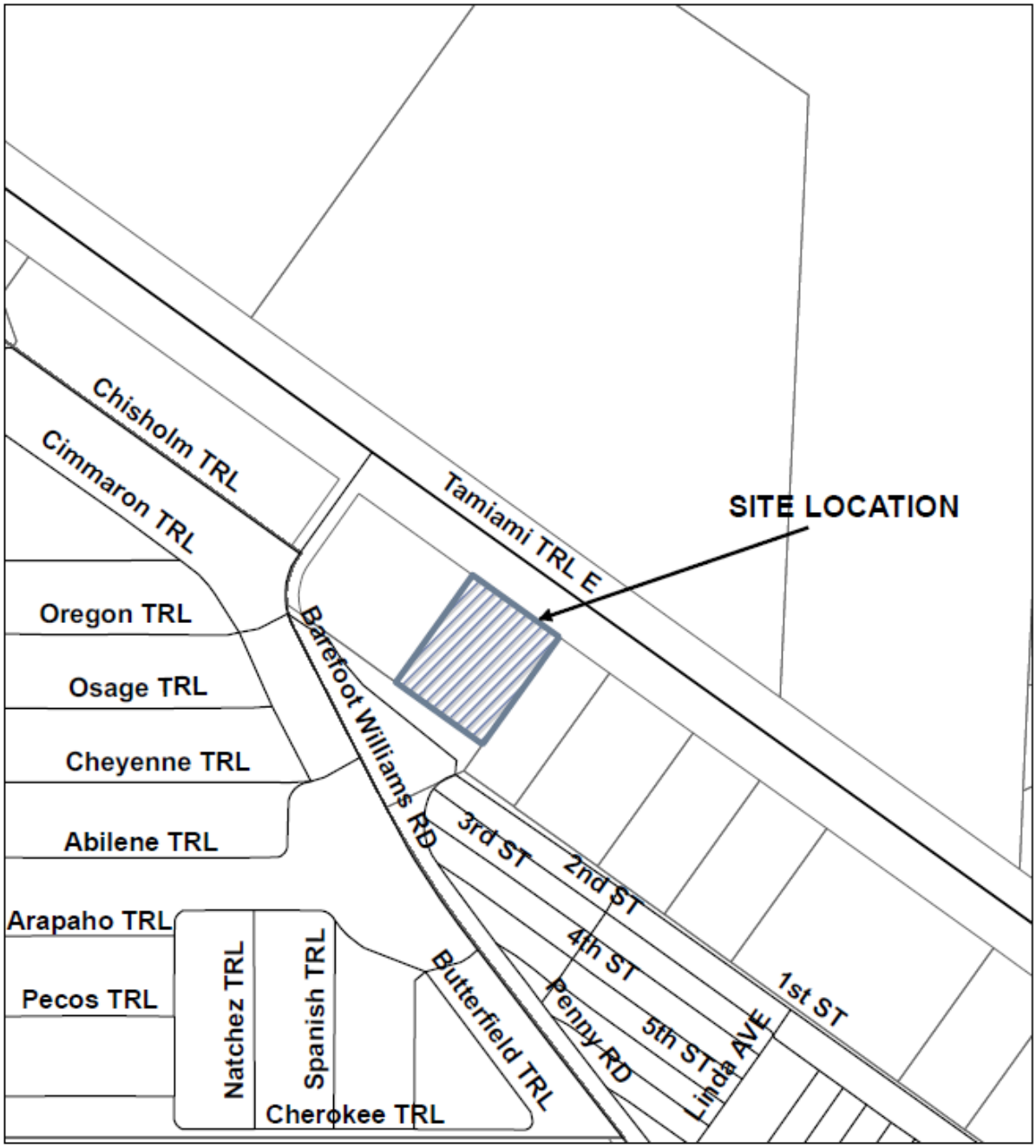
DRAFT EXHIBIT A PL20220005822

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT

COLLIER COUNTY, FLORIDA



Words underlined are additions; Words ~~struck through~~ are deletions
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STAFF REPORT
COLLIER COUNTY PLANNING COMMISSION

FROM:	GROWTH MANAGEMENT DEPARTMENT, ZONING DIVISION, COMPREHENSIVE PLANNING SECTION
HEARING DATE:	NOVEMBER 7, 2024
SUBJECT:	PL20220005822 GROWTH MANAGEMENT PLAN AMENDMENT (GMPA): BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT (ADOPTION HEARING) COMPANION TO: RZ-PL20220005137; 11760 TAMIAMI TRAIL EAST (C-4)
ELEMENTS:	FUTURE LAND USE ELEMENT

AGENT/OWNER:

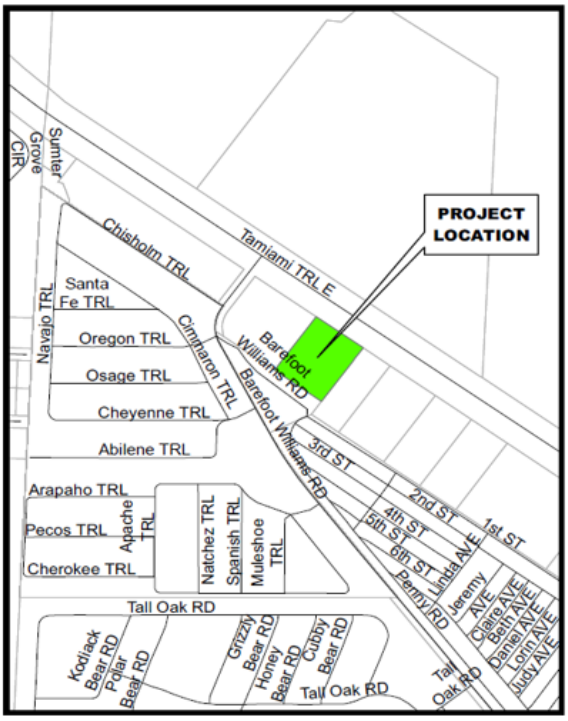
Agents: Robert J. Mulhere, FAICP
Ellen Summers, AICP
Hole Montes, Inc. a Bowman Company
950 Encore Way
Naples, FL 34110

Clay C. Brooker, Esq.
Cheffy Passidomo, P.A.
821 Fifth Avenue South
Naples, FL 34102

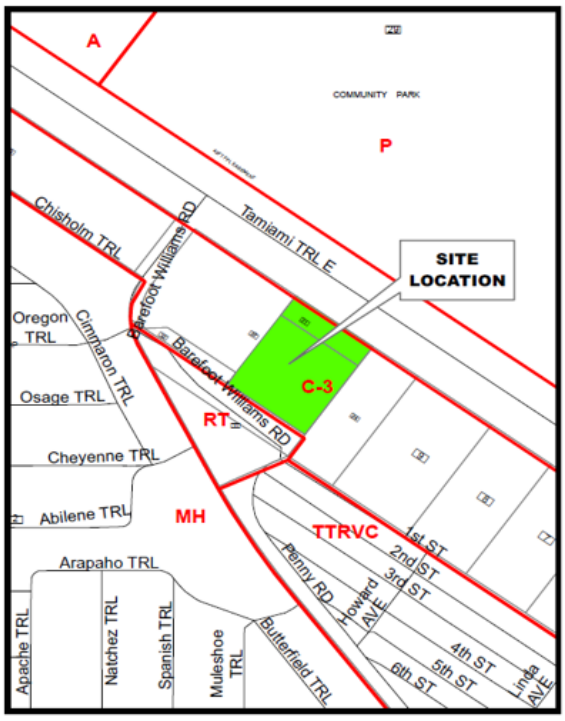
Owner: 11760 Property, LLC
21 Sawgrass Drive
Lemont, IL 60439

GEOGRAPHIC LOCATION:

The ±1.92-acre subject property is located on the south side of Tamiami Trail East (US 41), approximately 350 feet southeast of Barefoot Williams Road, in Section 33, Township 50 South, Range 26 East, Collier County, Florida. (Refer to the location and aerial maps on page 2.)



Location Map



Zoning Map



REQUESTED ACTION:

The applicant proposes a small-scale Growth Management Plan (GMP) amendment to the Future Land Use Element (FLUE), specifically to create a new subdistrict, the Barefoot Williams Commercial Subdistrict. The applicant also proposes to amend the countywide Future Land Use Map (FLUM) and create a new map ("Barefoot Williams Commercial Subdistrict") in the FLUM series of the FLUE, to identify the newly created Subdistrict. The proposed GMP amendment is attached as Exhibit "A".

PURPOSE/DESCRIPTION OF PROJECT:

To redesignate the property from the Urban Coastal Fringe Subdistrict to the Barefoot Williams Commercial Subdistrict to permit a maximum of 11,000 square feet of commercial/office uses, including a car wash (SIC 7542) with a maximum intensity of 5,000 square feet.

A companion petition (PL20220005137) would rezone the property from Commercial Intermediate (C-3) zoning district to General Commercial zoning district (C-4) to allow a car wash and all permitted uses allowed within the C-3 zoning district.

EXISTING CONDITIONS:

Subject Property:

The ±1.92-acre site is currently zoned C-3 and undeveloped. The subject property is designated Urban, Urban Mixed-Use District, Urban Coastal Fringe Subdistrict and is within the Coastal High Hazard Area (CHHA), all as identified on the FLUM.

Surrounding Lands:

North – Future Land Use Designation: Urban Residential Subdistrict. Zoned: Public Use. Land Use: Donna Fiala Eagle Lakes Community Park (across Tamiami Trail East, a major arterial).

East – Future Land Use Designation: Urban Commercial District, Home Depot – SE Naples Commercial Subdistrict. Zoned: CPUD. Land Use: The lot abutting the subject site is developed with the WAVV Radio FM 101 facility and the remaining lots within the Subdistrict are undeveloped.

South – Future Land Use Designation: Urban Mixed-Use District, Coastal Fringe Subdistrict. Zoned: RT. Land Use: Hitching Post mobile home park.

West – Future Land Use Designation: Urban Mixed-Use District, Coastal Fringe Subdistrict. Zoned: C-3. Land Use: RaceTrac gas station.

In summary, the existing land uses in the surrounding area are a mix of residential, commercial, and public facility uses. Activity Center #18, at the intersection of Collier Boulevard and Tamiami Trail East, is approximately 2 miles east of the subject property.

BACKGROUND AND ANALYSIS:

The FLUM designation on this property is Urban, Urban Mixed-Use District, Urban Coastal Fringe Subdistrict and located within the Coastal High Hazard Area (CHHA). The Urban Coastal Fringe Subdistrict provides for transitional densities between the Conservation designated area and the remainder of the Urban designated area. The CHHA is the geographical area lying below the elevation of the Category 1 storm surge line per the Southwest Florida Regional Planning Council's Hurricane Evacuation Study; increased density and expenditure of public infrastructure is discouraged in this area.

The site is also identified on Map FLUE-11, part of the FLUM Series which identifies properties deemed "consistent by policy" (through implementation of the Zoning Reevaluation Program in the 1990s). The property was granted an exemption or compatibility exception) and retained its Residential Tourist (RT) zoning designation. In 2000, the site was rezoned to Commercial Intermediate District (C-3) by Ordinance 2000-81 via the Office and Infill Commercial Subdistrict text-based provision in the FLUE.

The entire subject site is also located within the boundaries of the East Naples Community Development Plan (ENCDP) and the proposed US 41 East Zoning Overlay (US 41 EZO). The ENCDP was developed by the community through a series of public meetings and surveys and reflects the overall vision of the community; the Board of County Commissioners accepted the ENCDP in October 2020.

East Naples Community Development Plan (ENCDP):

The ENCDP promotes the strategic placement of land uses to enhance the community's sense of place and provides guidance for future development and redevelopment opportunities for employment, leisure, dining, and shopping to meet the growing needs of the community. The community worked with a consultant to develop a zoning overlay along the US 41 East corridor to establish development standards, design standards, and spacing criteria for commercial uses. The proposed zoning overlay has not yet been reviewed or adopted by the BCC due to a State legislative preemption that prohibits counties and municipalities from adopting more restrictive regulations in their respective comprehensive plan and land development code (LDC) until Oct. 1, 2026.

The ENCDP identifies car wash use as an undesirable use and discourages the development of these commercial facilities along the US 41 East corridor. However, the proposed *draft* US 41 East zoning overlay provides criteria for the development of car washes and other identified undesirable uses in in the ENCDP, including locational separation of a quarter mile from a like use, enhanced buffering, and increased setbacks.

Relevant to this petition, the applicant has committed to providing native canopy trees along the US 41 East corridor, enhanced buffering along the US 41 frontage, a noise attenuation wall along the southern property line where the car wash abuts a mobile home community, increased building setbacks from US 41 East, a maximum of one double loaded drive aisle of parking in front of the buildings, and separation of a quarter mile from an existing car wash facility – all of which are consistent with the proposed *draft* US 41 East zoning overlay.

Home Depot Land Use Approval – East of the Subject Project:

The Home Depot – SE Naples Commercial Subdistrict, located immediately to the east of the proposed Subdistrict, allows up to a maximum of 140,000 square feet of commercial/office uses, including home improvement store uses (SIC 5211-5261). This Subdistrict was adopted by the BCC and transmitted to the Florida Department of Commerce in April 2024 and became in effect in May 2024. As a result of this approval, the subject project became eligible for the FLUE text-based Office and Infill Commercial (OIC) Subdistrict provision. The OIC Subdistrict would allow the subject property to rezone from its current Commercial Intermediate District (C-3) to the highest intensity commercial zoning district of the abutting site (CPUD). The Home Depot Commercial Subdistrict allows uses consistent with the Heavy Commercial District (C-5) and the C-3 zoning district. The proposed car wash use is an allowed use within the General Commercial District (C-4) of the LDC. Accordingly, the subject site would be eligible to develop with C-3, C-4, and C-5 commercial uses without the need for a GMP amendment.

Compatibility:

FLUE Policy 5.6 requires new land uses to be compatible with, and complementary to, surrounding land uses. In reviewing the appropriateness of the requested uses and intensity on the subject site, a compatibility analysis might include a review of allowed use intensities and densities, development standards (building heights, setbacks, landscape buffers, etc.), building mass, building location, and orientation, architectural features, amount and type of open space, and location.

The area surrounding the proposed subdistrict is generally mixed-use in nature, as demonstrated in the Existing Conditions section of this report. Planning principals support locating higher intensity development closer to major roadways, with use intensities transitioning lower into residential neighborhoods. Locating this project along a six-lane arterial roadway provides a transition to the mobile home recreation area and mobile home community immediately south of the proposed project. Enhanced

buffering and noise attenuation wall between the proposed car wash and neighboring residents will also help the transition from commercial to the mobile home recreational area and mobile homes.

Compatibility can be more specifically addressed within the companion zoning petition, but staff finds that the requested uses will be compatible with the surrounding area (at the level at which GMP amendments are reviewed for compatibility) and, in accordance with best practices, that this is an appropriate location to provide for this car wash use.

Needs Analysis:

Real Estate Econometrics conducted a market study, which is included in the backup materials, analyzing market conditions for the subject site by identifying a trade area (3-mile radial distance and utilizing demographic data from ESRI) with estimated population, use saturation, and supply. Staff notes the following from the market analysis:

- The current population in the trade area is expected to increase by 4,500 drivers over the next 10 years per ESRI projections.
- Expenditures on vehicle cleaning services are expected to increase over the next 10 years, based on increased drivers projected in the trade area.
- The population in the trade area is currently served by five (5) competing car washes. (This figure does not include [non-competing] car washes accessory to gasoline service stations.)

Based on the market study, staff notes there is a sufficient supply of car washes (5) in the trade area to serve the current market until 2033. Additionally, there are other C-4 (and C-5) zoned properties in the trade area that could accommodate a future car wash when demand increases. Finally, there is the potential for the subject car wash, if approved, to take away a portion of the existing facilities' demand until such time as demand increases to warrant another car wash in the area.

CRITERIA FOR GMP AMENDMENTS FLORIDA STATUTES:

Data and analysis requirements for comprehensive plans and plan amendments are noted in Chapter 163, F.S., specifically as listed below.

Section 163.3177(1)(f), Florida Statutes:

(f) All mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

1. Surveys, studies, and data utilized in the preparation of the comprehensive plan may not be deemed a part of the comprehensive plan unless adopted as a part of it. Copies of such studies, surveys, data, and supporting documents for proposed plans and plan amendments shall be made available for public inspection, and copies of such plans shall be made available to the public upon payment of reasonable charges for reproduction. Support data or summaries are not subject to the compliance review process, but the comprehensive plan must be clearly based on appropriate data. Support data or summaries may be used to aid in the determination of compliance and consistency.

2. Data must be taken from professionally accepted sources. The application of a methodology utilized in data collection or whether a particular methodology is professionally accepted may be evaluated. However, the evaluation may not include whether one accepted methodology is better than another. Original data collection by local governments is not required. However, local governments may use original data so long as methodologies are professionally accepted.

3. The comprehensive plan shall be based upon permanent and seasonal population estimates and projections, which shall either be those published by the Office of Economic and Demographic Research or generated by the local government based upon a professionally acceptable methodology. The plan must be based on at least the minimum amount of land required to accommodate the medium projections as published by the Office of Economic and Demographic Research for at least a 10-year planning period unless otherwise limited under s. 380.05, including related rules of the Administration Commission. Absent physical limitations on population growth, population projections for each municipality, and the unincorporated area within a county must, at a minimum, be reflective of each area's proportional share of the total county population and the total county population growth.

Section 163.3177(6)(a)2., Florida Statutes:

2. The future land use plan and plan amendments shall be based upon surveys, studies, and data regarding the area, as applicable, including:

   a. The amount of land required to accommodate anticipated growth.

   b. The projected permanent and seasonal population of the area.

   c. The character of undeveloped land.

   d. The availability of water supplies, public facilities, and services.

   e. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.

   f. The compatibility of uses on lands adjacent to or closely proximate to military installations.

   g. The compatibility of uses on lands adjacent to an airport as defined in s. 330.35 and consistent with s. 333.02.

   h. The discouragement of urban sprawl.

   i. The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.

   j. The need to modify land uses and development patterns within antiquated subdivisions.

Section 163.3177(6)(a)8., Florida Statutes:

(a) A future land use plan element designating proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public facilities, and other categories of the public and private uses of land. The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category. The element shall establish the long-term end toward which land use programs and activities are ultimately directed.

8. Future land use map amendments shall be based upon the following analyses:

   a. An analysis of the availability of facilities and services.

   b. An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

   c. An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.

The petitioner must provide appropriate and relevant data and analysis to address the statutory requirements for a Plan Amendment. For this petition, a market study was provided by the applicant.

Section 163.3187, Florida Statutes:

Process for adoption of small scale comprehensive plan amendment. *(Requirements to qualify for the Small-Scale amendment process.)*

(1) A small scale development amendment may be adopted under the following conditions:

(a) The proposed amendment involves a use of 50 acres or fewer. *[The subject site comprises ±1.92 acres.]*

(b) The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's comprehensive plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section. *[This amendment does include a text change to the Comprehensive Plan and those text changes are directly related to the proposed future land use map amendment.]*

(c) The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3) and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1). *[The subject property is not located within an Area of Critical State Concern.]*

(4) Comprehensive plans may only be amended in such a way as to preserve the internal consistency of the plan pursuant to s. 163.3177. Corrections, updates, or modifications of current costs which were set out as part of the comprehensive plan shall not, for the purposes of this act, be deemed to be amendments. *[This amendment preserves the internal consistency of the plan and is not a correction, update, or modification of current costs which were set out as part of the comprehensive plan.]*

NEIGHBORHOOD INFORMATION MEETING (NIM) NOTES:

A NIM was held on July 24, 2023, at Rookery Bay National Estuarine Research Preserve, 300 Tower Road, Naples, FL 34113. The meeting commenced at approximately 5:30 p.m. and adjourned at approximately 5:42 p.m. One member from the public attended the meeting in-person and two individuals attended the meeting by Zoom. The applicant's agent, Ellen Summers, AICP, explained the request for the proposed rezone and the companion small scale Growth Management Plan amendment. An attendee asked about the proposed use(s) for the remaining site acreage after the car wash was developed. The agent responded that the use(s) is unknown at this time.

The Administrative Code requires a second NIM be held when a petition has not been scheduled for public hearings within a year of the initial NIM. Over a year has elapsed since the first NIM was held in 2023. As a result, the petitioner conducted a second NIM on October 2, 2024, at Rookery Bay National Estuarine Research Preserve, 300 Tower Road, Naples, FL 34113. The meeting commenced at approximately 5:30 p.m. and adjourned at approximately 5:43 p.m. There were two members of the public present. The applicant's agent, Ellen Summers, AICP, explained the request for the proposed rezone and the companion small scale Growth Management Plan amendment. The attendees did not ask questions or raise any concerns regarding the proposed project.

The NIM documentation is included in the CCPC backup materials.

FINDINGS AND CONCLUSIONS:

- This petition proposes a small-scale Growth Management Plan amendment to create a subdistrict in the Urban Commercial District allowing for a car wash, limited to 5,000 square feet, in addition to 6,000 square feet of [presently permitted] C-3 uses.
- There are no adverse environmental impacts as a result of this petition. The project has been historically developed and cleared. This project does not require Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances.
- No historic or archaeological sites are affected by this amendment.
- There are no transportation or public utility-related concerns as a result of this petition.
- There are no concerns about impacts on other public infrastructure.
- The site's use will create minimal impact on the surrounding area.
- There is not a demonstrated need for the proposed car wash use until 2033.
- Many of the project's proposed development standards are consistent with the proposed draft US 41 East zoning overlay.
- The site can be potentially rezoned to C-5 (utilizing the Office and Infill Commercial Subdistrict provision of the FLUE) to allow more intensive land uses than the proposed limited car wash use allowed in the C-4 zoning district.

LEGAL REVIEW: The County Attorney's office reviewed the staff report on October 15, 2024.

STAFF RECOMMENDATION:

Staff recommends the Collier County Planning Commission forward petition PL20220005822 Barefoot Williams Commercial Subdistrict GMPA to the Board of County Commissioners with a recommendation to approve and adopt and transmit to the Florida Department of Commerce and other statutorily required agencies.

NOTE: This petition has been tentatively scheduled for the January 14, 2025, BCC meeting date.

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

PRE-APPLICATION MEETING NOTES

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Notes

Petition Type: GMP Amendment (GMPA) (COMPANION)
Standard Rezone (RZ)

Date and Time: Tuesday 9/6/22 at 1:30pm Zoom

Assigned Planner: Michele Mosca - GMPA
Tim Finn - RZ (COMPANION)

Engineering Manager (for PPL's and FP's): _____

Project Information

Project Name: 11760 Tamiami Trail East (GMPA)
11760 Tamiami Trail East (RZ)

PL #: 20220005822 - GMPA
20220005137 - RZ

Property ID #: 447760107 **Current Zoning:** C-3

Project Address: 11760 Tamiami Trail East, Naples **City:** _____ **State:** FL **Zip:** 34113

Applicant: Clay Brooker, Cheffy Passidomo, P.A.

Agent Name: Clay Brooker **Phone:** 239-261-9300

Agent/Firm Address: 821 5thAve S.Ste 201 **City:** Naples **State:** FL **Zip:** 34102

Property Owner: Barefoot 11700 LLC PO Box 5319

Please provide the following, if applicable:

i. **Total Acreage:** 1.92

ii. **Proposed # of Residential Units:** _____

iii. **Proposed Commercial Square Footage:** _____

iv. **For Amendments, indicate the original petition number:** _____

v. **If there is an Ordinance or Resolution associated with this project, please indicate the type and number:** _____

vi. **If the project is within a Plat, provide the name and AR#/PL#:** _____

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

As of 10/16/2017 all Zoning applications have revised applications, and your associated Application is included in your notes; additionally a *new Property Ownership Disclosure Form is required for all applications. A copy of this new form is included in your pre-app

Note – link is https://www.colliercountyfl.gov/Home/ShowDocument?id=75093

- Submit a seperate sheet that provides a response to each of the 18 rezone criteria under LDC Section 10.02.08.F
- On Concept. Site plan, adhere to LDC Section 5.05.11 and under the Administrative Code, Chapter 3, Section H, part 9
- Clarify the exact C-4 uses you would like approved with this rezone petition.

Zoning in Final

STORMWATER – RICHARD ORTH – PLEASE CONTACT WITH QUESTIONS
CONTACT INFO ON PAGE 5

If Site is within the City of Naples Water Service Area please send to Naples Utilities and Planning Departments. Then, if the petition is submitted, we are to send it (by email) to the four persons below in their Utilities and Planning Depts. - along with a request that they send us a letter or email of "no objection" to the petition. Bob Middleton RMiddleton@naplesgov.com Allyson Holland AMHolland@naplesgov.com Robin Singer RSinger@naplesgov.com Erica Martin emartin@naplesgov.com

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

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Meeting Notes

COMPA - Michele Mosca - See ATTACHED EMAIL NOTES, STANDARD COMMENTS, MARKET STUDY INFO, AND AMENDMENT PACKAGE NOTES - PAGES 3A.1.-

LANDSCAPE - MARK TEMPLETON - See EMAIL NOTES ON PAGE 3.B.

ENVIRONMENTAL - DAVID ROE - See EMAIL NOTES ON PAGE 3.C.

TRANSPORTATION - MIKE SAWYER - See ATTACHED EMAIL NOTES ON PAGE 3.D.

Other required documentation for submittal (not listed on application):

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

ThomasClarkeVEN

From: MoscaMichele
Sent: Wednesday, September 14, 2022 12:24 PM
To: ThomasClarkeVEN
Cc: FinnTimothy
Subject: Pre-application Meeting Notes for 11760 Tamiami Trail East (GMPA and Rezone)
Attachments: GMPA Pre-App Std Comments_11-19-19 (003).pdf

Thomas,

Please include the following information in the Pre-Application Meeting notes for 11760 Tamiami Trail East (GMPA and Rezone).

Requested information from the applicant:

1) Link to the East Naples Community Development Plan (ENCDP)
   – https://www.colliercountyfl.gov/government/growth-management/divisions/planning-and-zoning-division/comprehensive-planning-section/east-naples-community-development-plan
2) Upcoming Public Outreach Meetings for the US 41 East Zoning Overlay (US 41 EZO)
   a. October 26, 2022 – Communitywide meeting to review the draft zoning overlay (South Regional Library @ 6:00 p.m.)
   b. November 30, 2022 – Communitywide meeting to review the final draft zoning overlay (South Regional Library @ 6:00 p.m.)

Growth Management Plan Amendment (GMPA):

1) Refer to the attached "GMPA Pre-App Std. Comments" document for GMPA submittal requirements.
2) Provide complete GMPA application
   – https://www.colliercountyfl.gov/government/growth-management/divisions/planning-and-zoning-division/planning-and-zoning-applications
3) Provide a narrative to address Chapter 163.3177 (1)(f), FS, related to "community goals and vision" for the US 41 East Trail corridor, based on the Board accepted ENCDP.

Rezone Petition:

1) Address Future Land Use Element Policy 5.6
2) Address Future Land Use Element Objective 7 and related Policies (7.1 – 7.7), as applicable

Respectfully,

Michele R. Mosca, AICP
Principal Planner

Collier County

Zoning Division/Community Planning Section
2800 N. Horseshoe Dr., Naples, FL 34104
Phone: (239) 252-2466

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

GMP Amendment Pre-application Meeting Standard Comments

The Comprehensive Planning Section schedules all GMP amendment pre-application meetings, which are mandatory, and coordinates the review of all amendment petitions received.

Per the Fee Schedule adopted by Resolution 2019-96, **the non-refundable pre-application meeting fee is $500.00**; it is credited towards the petition fee – if the petition is submitted within nine months. The **petition fee** is $16,700.00 for a large-scale petition ($9,000.00 for a small-scale petition), which is non-refundable, ***plus* a proportionate share of the legal advertising costs**. For small-scale petitions, there are only two hearings – one each before the Collier County Planning Commission (CCPC) and Board of County Commissioners (BCC. For large-scale amendment petitions, a total of four public hearings are held - Transmittal hearing before CCPC and BCC, and Adoption hearing before CCPC and BCC. The estimated legal advertising costs will be provided to each petitioner and payment will be required prior to advertising for any hearings; any refund due the petitioner after hearings are held will be provided at that time.

In addition to the petition fee and legal ad costs noted above, payment must also be made for a Traffic Impact Study Review Fee. This fee should be submitted directly to the Transportation Planning Section. Please see their website at: http://www.colliergov.net/Index.aspx?page=566 and/or contact that Section for more details.

A small-scale amendment is limited to a parcel ~~<10~~ 50 acres in size and is limited to a map amendment only or map amendment with directly related text; further, the map amendment cannot result in a conflict between the map and text – there can be no internal inconsistency in the GMP.

For the most part, there is no guidance/criteria/standards provided in the GMP itself by which to review amendments for consistency; one exception is for significant impacts upon public facilities as provided for in Policy 1.1.2 of the CIE. However, Chapter 163, Florida Statutes, does provide guidance. *Note particularly the requirement to provide appropriate data and analysis to demonstrate the amendment is needed*. Generally, staff reviews for, and an applicant should adequately address in the submittal:

- Appropriateness of uses/compatibility with surrounding area.
- Impact upon surrounding properties – will it make them less developable under their present FLUM designation? Will it create a domino effect leading to future designation changes on the surrounding properties?
- *Need for the designation change – data and analysis*, e.g. market demand study for commercial uses, to demonstrate the change is warranted, that more inventory of the requested uses is needed. Too often, the data only demonstrates the petition site is *viable* for the proposed uses ("build it & they will come") rather than demonstrate there is a *need* for a new or expanded GMP provision to provide for the proposed uses, and that the need is at the subject location. The data should be specific to the proposed land uses, proposed trade service area, persons per household in subject area, etc. as applicable. It is recognized there is more than one acceptable methodology, e.g. radial distance from site (ULI standards for neighborhood/community/regional commercial centers), drive time, etc. Regardless of methodology, the raw data needs to be submitted to allow staff to review it for completeness and accuracy (sometimes parcels are omitted, double counted, included when shouldn't be, etc.). Also, as with all submitted documents, maps of trade service area need to be legible and include adequate identification features, e.g. major roads, Section-Township-Range.
- LOSS (level of service standards) impacts upon public facilities – roads, potable water, sanitary sewer, drainage, solid waste, parks & recreation facilities, etc.
- Within the above is consideration of site-specific impacts, e.g. impact upon wetlands and listed species habitats on-site and nearby; and, traffic impacts (operational/safety) from the

traffic volume generated/attracted and/or the ingress/egress points - turning movements, median openings, traffic signals, etc. Included within this would be a comparison between impacts that would be expected under the existing zoning and/or FLUM designation vs. that which could be expected under the proposed amendment.

- Consistency/conformity/harmony with other Goals, Objectives, Policies (GOPs) and provisions in the Element being amended and any other Element of the GMP relevant to the petition, as well as any other applicable regulations (e.g. Manatee Protection Plan, specific LDC provisions).
- Furtherance of existing GOPs relevant to the petition.
- Furtherance of any other plans or designations that is applicable or relevant to the petition (e.g. a redevelopment plan, Area of Critical State Concern, Rural Area of Critical Economic Concern).
- Energy efficiency and conservation, as required in HB 697 (2008).

Market Study Info for Commercial Requests

It is the responsibility of every applicant to utilize and provide the best available data as a sound foundation on which to build their requested amendment.

Collier County annually produces population estimates and projections. The County also prepares regular updates to its commercial inventory – and these are available to use in market studies.

Generally, the actual need for a FLUM designation change is determined through data and analysis, e.g. market demand study for commercial uses, with results which demonstrate the change is warranted, and that additional inventory of the requested uses is needed.

Too often, the data fails to reach the desired standard, merely demonstrating the subject site is *viable* for the proposed uses ("build it & they will come) rather than demonstrating there is an actual *need* for a new or expanded GMP provision to provide for the proposed uses, and that this need is best served at this location. Data and analysis should substantiate that benefits from the proposed project will be evident Countywide – or at least throughout the market area to be served, without detriment to other existing and planned developments – and not only to the property owner.

The data should be specific to the proposed land uses, proposed trade, market or service area, persons per household in subject area, etc., as applicable.

Market demand studies should develop scenarios to explain how the subject property will compete with other 'like areas' in or near the market, service or trade, area.

Market demand studies should also gauge the amount of vacant units/square footage/leasable area within the Planning Community/Communities involved, and of 'like area' nodes in the market area, such as within each Mixed Use Activity Center (MUAC), each Estates Neighborhood Center, each Subdistrict, and so on – acknowledging the premise that vacancies and vacancy rates are valid indicators for determining need/demand/support.

A commercial market study should contain a sufficient amount of information for a substantive review, including:

1. Identification and description of the project's trade/market area:

   - Trade/market area – radial, gravity, drive-time model or other method?

     - Radial: analyses are performed by selecting and evaluating demographics that fall within a pre-defined radial distance from the business location.

- Gravity: provides an approximation of business trade area by looking spatially at the distribution of all locations, including competitors, and evaluating each location's relative attractiveness.
- Drive-time: analyses include digitized roadway systems (accounts for speed, lanes, barriers, etc.). Method is valid for convenience scenarios where patrons are expected to go to the closest or most logistically convenient location.

- Trade/market area size varies depending upon the scale of the development.

The boundary may not be spherical – adjusted on the basis of transportation network, geographic constraints, density, etc.

2. Guidelines for determining the Market Area (ULI)

Center Type	Leading Tenant	Typical GLA	General Range in GLA	Typical Minimum Site Area	Minimum Support Required	Market Size (Radius)
Neighborhood	Supermarket or Drugstore	50,000 sq. ft.	30,000 – 100,000 sq. ft.	3 acres	2,500 – 40,000 people	1 ½ miles
Community	Variety Discount or Junior Dept. Store	150,000 sq. ft.	100,000-450,000 sq. ft.	10 + acres	40,000 – 150,000 people	3-5 miles
Regional	One or more full-line Dept. stores of at least 100,000 sq. ft. of GLA	400,000 sq. ft.	300,000 – 1,000,000 or more	30-50 acres or more	150,000 or more people	8 miles

3. Trade/market data must include the following figures:
(estimates and projections are needed for most categories)

- Population
- Number of dwelling units
- Household income
- Total trade area income
- Sales per sq. ft. (method – divide total retail sales w/in county by # of sq. ft. of retail space)
- Floor Area Ratios (building to land ratios – derive from inventory)
- Retail expenditures (some studies break down figures by retail type, others by percentage from Census or other source)
- Supportable square feet
(divide projected retail expenditures by sales per sq. ft. then multiply supportable sq. ft. by vacancy rate [to obviously account for vacancies])
- Land use requirement (divide total supportable sq. ft. by 43,560 and then by FAR to determine acreage requirements)
- Supply of commercial land uses
- Compare supply to demand

4. Office demand is calculated on a per capita method (sq. ft./person) must factor in the vacancy percentage/rate.

Too often the "Market Factors"/ "Population Factors" / "Commercial Analysis" portions of a Study appear to provide only some of these figures, but in the form of broad statements and drawn conclusions, with the lack of proper data and analysis evident. Of course, many applicants have chosen to provide more data and analysis, but the items shown above represent the minimum amount of information necessary to form a determination.

It is important to carefully organize the amendment package; be sure all exhibits are consistently labeled, are in the proper order, and are correctly referenced on the pages of the application. For site-specific amendments, be sure to clearly identify the subject site, include North arrow and scale, and source. A petition narrative is usually helpful. For corporate ownership, it is not acceptable to only list the corporation name. In some instances, property is owned by a corporation that in turn is comprised of other corporations. It is necessary to provide a list of individuals as officers or stockholders of the corporation(s) for purposes of full disclosure. The objective of disclosure is to reveal the individuals with an interest in the property (including seeing if any staff or public officials are included).

For a submitted petition, after the sufficiency review process is complete and the petition package is deemed sufficient, an electronic version of the entire submittal is needed. This is because the County has instituted an electronic (paperless) agenda process for the Board of County Commissioners' hearings.

The Land Development Code (LDC) requires the petitioner of a site-specific GMP amendment to hold a Neighborhood Information Meeting (NIM) similar to that presently required for Rezone petitions; this would occur after a finding of sufficiency of the petition submittal but prior to the CCPC Transmittal hearing (or CCPC Adoption hearing in case of small-scale amendment). The LDC also requires the petitioner of a site-specific GMP amendment to post a notice(s) of the CCPC hearing on the property, for both Transmittal and Adoption hearings, and notify surrounding property owners within a specified distance by letter.

Collier County Comprehensive Planning Section
2800 North Horseshoe Drive
Naples, FL 34104
Phone: 239-252-2400
Fax: 239-252-2946
Website: https://www.colliercountyfl.gov/your-government/divisions-a-e/comprehensive-planning

GMPA Pre-App Std Comments_11-19-19
G:\CDES Planning Services\Comprehensive\COMP PLANNING GMP DATA\Comp Plan Amendments\GMP Pre-App Standard Comments dw/

ThomasClarkeVEN

From: TempletonMark
Sent: Tuesday, September 06, 2022 1:21 PM
To: ThomasClarkeVEN
Subject: RE: Pre-App ~~RESEARCH~~ for 11760 Tamiami Trail East (RZ) - PL20220005137 -Zoom on Tues.9/6/22 at 1:30pm NOTES

Hi Thomas,
I won't be able to make this meeting.
Below are landscape comments.

If a conceptual plan is required as part of the rezone application, label the perimeter buffers per the LDC. If enhanced buffers are required for staff approval of the GMPA, include these enhanced buffer standards as notes on the rezone master plan and/or in the rezone language.

Respectfully,

Mark Templeton, RLA
Principal Planner/Landscape Review

Collier County
Development Review Division
Exceeding Expectations, Every Day!

NOTE: Email Address Has Changed

2800 North Horseshoe Drive, Naples Florida 34104
Phone: 239.252.2475

How are we doing? Please CLICK HERE to fill out a Customer Survey.
We appreciate your Feedback!
Disclaimer- this email is not to be interpreted as an endorsement or approval of any permit, plan, project, or deviation from the Land Development Code.

From: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Sent: Thursday, September 1, 2022 5:11 PM
To: StoltsAnthony <Anthony.Stolts@colliercountyfl.gov>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; BeardLaurie <Laurie.Beard@colliercountyfl.gov>; BrownCraig <Craig.Brown@colliercountyfl.gov>; CookJaime <Jaime.Cook@colliercountyfl.gov>; CrotteauKathynell <Kathynell.Crotteau@colliercountyfl.gov>; PerryDerek <Derek.Perry@colliercountyfl.gov>; OrtmanEric <Eric.Ortman@colliercountyfl.gov>; FaulknerSue <Sue.Faulkner@colliercountyfl.gov>; SantabarbaraGino <Gino.Santabarbara@colliercountyfl.gov>; OrthRichard <Richard.Orth@colliercountyfl.gov>; KlopfParker <Parker.Klopf@colliercountyfl.gov>; HansenRachel <Rachel.Hansen@colliercountyfl.gov>; AshkarSally <Sally.Ashkar@colliercountyfl.gov>; SawyerMichael <Michael.Sawyer@colliercountyfl.gov>; SammonSean <Sean.Sammon@colliercountyfl.gov>; TempletonMark <Mark.Templeton@colliercountyfl.gov>
Cc: FinnTimothy <Timothy.Finn@colliercountyfl.gov>; MoscaMichele <Michele.Mosca@colliercountyfl.gov>
Subject: Pre-App RESEARCH for 11760 Tamiami Trail East (RZ) - PL20220005137 -Zoom on Tues.9/6/22 at 1:30pm

Good Afternoon All,

ThomasClarkeVEN

From: FinnTimothy
Sent: Tuesday, September 06, 2022 3:30 PM
To: ThomasClarkeVEN
Subject: FW: PL20220005137 & PL20220005822 - 11760 Tamiami Trail East (RZ) & (GMPA) - Pre - App meeting NOTES

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Thomas,

Please add these to the preapp notes

From: RoeDavid <David.Roe@colliercountyfl.gov>
Sent: Tuesday, September 6, 2022 2:14 PM
To: FinnTimothy <Timothy.Finn@colliercountyfl.gov>
Subject: PL20220005137 & PL20220005822 - 11760 Tamiami Trail East (RZ) & (GMPA) - Pre - App meeting NOTES

Good afternoon,

Environmental Review notes:

1. Submit a current aerial photograph and clearly delineate the subject site boundary lines. If the site is vegetated, provide FLUCCS overlay or vegetation inventory identifying upland, wetland, and exotic vegetation. (LDC 10.02.03.D.1.d)
2. Environmental Review staff will perform a site visit upon 1st submittal to determine if Listed Species are present.

Respectfully,

David Roe
Senior Environmental Specialist
2800 North Horseshoe Drive, Naples Florida 34104
Phone: 239.252.2915

Collier County

How are we doing? Please CLICK HERE to fill out a Customer Survey.
We appreciate your Feedback!

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Page 3C.

ThomasClarkeVEN

From: SawyerMichael
Sent: Tuesday, September 20, 2022 8:00 AM
To: ThomasClarkeVEN
Cc: MoscaMichele; FinnTimothy
Subject: GMPA-Rezone 11760 East Trail

Thomas,

Thanks for the email regarding this pre app.

Please include the following notes for Transportation Planning: Methodology meeting by email required and provide note on TIS cover sheet that fee will be collected at time of GMPA/Rezone submittal. Address all transportation elements of the GMP. Provide both ITE and SIC use codes in the TIS for all proposed uses. If master plan is provided include potential interconnections to adjacent parcels.

Respectfully,

Michael Sawyer
Project Manager
Transportation Management Services Department
Transportation Planning
2685 South Horseshoe Drive, Suite 103
Naples, Florida 34104
239-252-2926
michael.sawyer@colliercountyfl.gov

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Page 3.D.

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NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Sign-In Sheet

PL# 20220005137

Collier County Contact Information:

Name	Review Discipline	Phone	Email
☐ Maggie Acevedo	North Collier Fire	252-2309	macevedo@northcollierfire.com
☐ Steve Baluch	Transportation Planning	252-2361	stephen.baluch@colliercountyfl.gov
☐ Shar A.Beddow	MSM/Deputy Fire Marshal - Greater Naples Fire	241-1422	sbeddow@gnfire.org
☐ Ray Bellows	Zoning, Planning Manager	252-2463	raymond.bellows@colliercountyfl.gov
☐ Laurie Beard	PUD Monitoring	252-5782	laurie.beard@colliercountyfl.gov
☑ ~~Craig Brown~~ DAVID. ROE	Environmental Specialist	252-2548	~~craig.brown~~@colliercountyfl.gov
☐ Heidi Ashton Cicko	Managing Asst. County Attorney	252-8773	heidi.ashton@colliercountyfl.gov
☑ Thomas Clarke	Zoning Operations Analyst	252-2584	thomas.clarke@colliercountyfl.gov
☐ Jamie Cook	Development Review Director	252-6290	Jaime.cook@colliercountyfl.gov
☐ Gabriela Castro	Zoning Principal Planner	252-4211	gabriela.castro@colliercountyfl.gov
☐ Maggie DeMeo	North Collier Fire	252-2308	pdemeo@northcollierfire.com
☐ Eric Fey, P.E.	Utility Planning	252-1037	eric.fey@colliercountyfl.gov
☑ Tim Finn, AICP	Zoning Principal Planner	252-4312	timothy.finn@colliercountyfl.gov
☐ Sue Faulkner	GMP - Comprehensive Planning	252-5715	sue.faulkner@colliercountyfl.gov
☐ Michael Gibbons	Structural/Residential Plan Review	252-2426	michael.gibbons@colliercountyfl.gov
☐ Storm Gewirtz, P.E.	Engineering Stormwater	252-2434	storm.gewirtz@colliercountyfl.gov
☑ Cormac Giblin, AICP	Development Review-Planning Manager	252-5095	Cormac.giblin@colliercountyfl.gov
☐ Nancy Gundlach, AICP	Zoning Principal Planner	252-2484	nancy.gundlach@colliercountyfl.gov
☑ Rachel Hansen	GMP – Comprehensive Planning	252-1142	Rachel.hansen@colliercountyfl.gov
☐ Richard Henderlong	Zoning Principal Planner	252-2464	richard.henderlong@colliercountyfl.gov
☐ John Houldsworth	Engineering Subdivision	252-5757	john.houldsworth@colliercountyfl.gov
☐ Alicia Humphries	Right-Of-Way Permitting	252-2326	alicia.humphries@colliercountyfl.gov
☐ Anita Jenkins	Planning & Zoning Director	252-5095	Anita.jenkins@colliercountyfl.gov
☐ John Kelly	Zoning Senior Planner	252-5719	john.kelly@colliercountyfl.gov
☐ Parker Klopf	GMP – Comprehensive Planning	252-2471	Parker.klopf@colliercountyfl.gov
☐ Troy Komarowski	North Collier Fire	252-2521	tkomarowski@northcollierfire.com
☐ Sean Lintz	North Collier Fire	597-9227	slintz@northcollierfire.com
☐ Diane Lynch	Operations Analyst	252-8243	diane.lynch@colliercountyfl.gov
☑ Thomas Mastroberto	Greater Naples Fire	252-7348	thomas.mastroberto@colliercountyfl.gov
☐ Jack McKenna, P.E.	Engineering Services	252-2911	jack.mckenna@colliercountyfl.gov

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NAPLES, FLORIDA 34104
(239) 252-2400

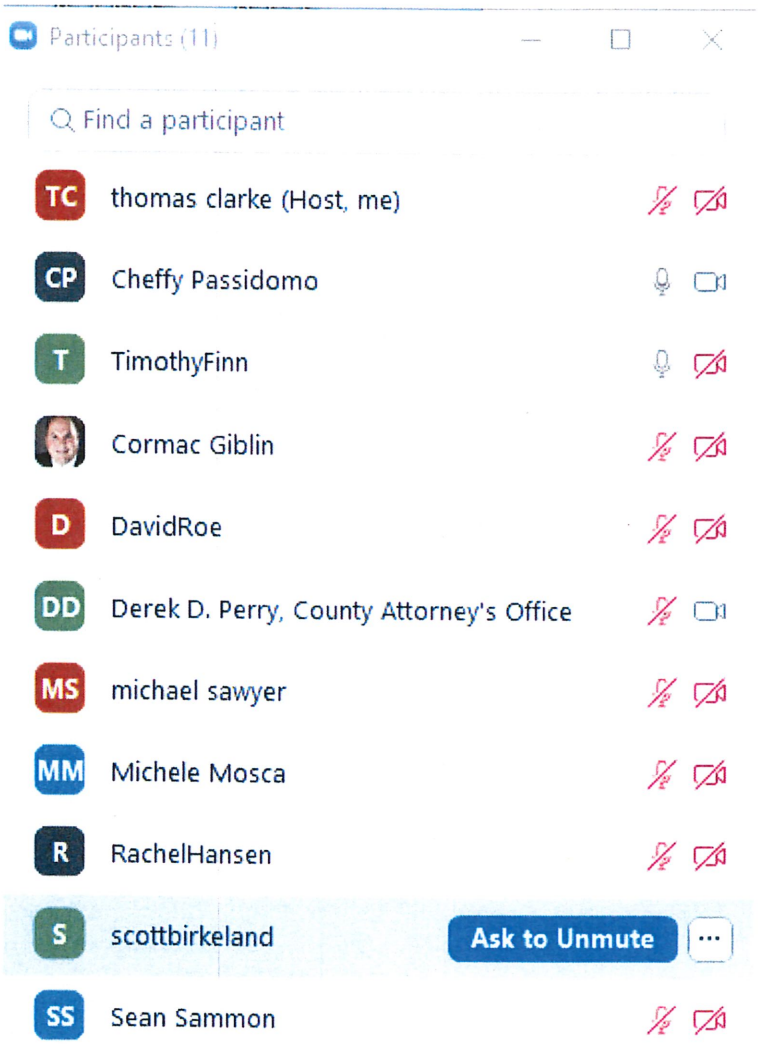
☐	Matt McLean, P.E.	Division Director - IF, CPP & PM	252-8279	matthew.mclean@colliercountyfl.gov
☑	Michele Mosca, AICP	Capital Project Planning	252-2466	michele.mosca@colliercountyfl.gov
☐	Richard Orth	Stormwater Planning	252-5092	richard.orth@colliercountyfl.gov
☐	Eric Ortman	Zoning Principal Planner	252-1032	Eric.Ortman@colliercountyfl.gov
☑	Derek Perry	Assistant County Attorney	252-8066	Derek.perry@colliercountyfl.gov
☐	Brandi Pollard	Utility Impact fees	252-6237	brandi.pollard@colliercountyfl.gov
☐	Todd Riggall	North Collier Fire	597-9227	triggall@northcollierfire.com
☐	Brett Rosenblum, P.E.	Development Review Principal Project Manager	252-2905	brett.rosenblum@colliercountyfl.gov
☐	James Sabo, AICP	GMP, Comp Planning Manager	252-2708	james.sabo@colliercountyfl.gov
☑	Michael Sawyer	Transportation Planning	252-2926	michael.sawyer@colliercountyfl.gov
☐	Corby Schmidt, AICP	Comprehensive Planning	252-2944	corby.schmidt@colliercountyfl.gov
☐	Linda Simmons	North Collier Fire	252-2311	Linda.Simmons@colliercountyfl.gov
☐	Peter Shawinsky	Architectural Review	252-8523	peter.shawinsky@colliercountyfl.gov
☐	Mark Templeton	Landscape Review	252-2475	mark.templeton@colliercountyfl.gov
☐	Connie Thomas	Client Services Supervisor	252-6369	Consuela.thomas@colliercountyfl.gov
☐	Jessica Velasco	Client Services	252-2584	jessica.velasco@colliercountyfl.gov
☐	Jon Walsh, P.E.	Building Review	252-2962	jonathan.walsh@colliercountyfl.gov
☐	Kirsten Wilkie	Environmental Review Manager	252-5518	kirsten.wilkie@colliercountyfl.gov
☐	Christine Willoughby	Development Review - Zoning	252-5748	christine.willoughby@colliercountyfl.gov
☐	Daniel Zunzunegui	North Collier Fire	252-2310	Daniel.Zunzunegui@colliercountyfl.gov

Additional Attendee Contact Information:

Name	Representing	Phone	Email
Scott Birkeland			
Clay Brooker	Cherry Passidomo P.A.	261-9300	ccbrooker@naplaslaw.com

11760 Tamiami Trail East (RZ) – PL20220005137 – and Companion GMPA- PL20220005822

Tuesday Sept 6, 2022 - Clay Brooker- Cheffy Passidomo - Agent



Applicant/Agent may also send site plans or conceptual plans for review in advance if desired.

PL20220005137 – 11760 Tamiami Trail East (RZ) - Planner: Tim Finn
PL20220005855 – 11760 Tamiami Trail East (GMPA) - Planner: Michele Mosca

Assigned Ops Staff: Thomas Clarke

STAFF FORM FOR SUPPLEMENTAL PRE-APPLICATION MEETING INFORMATION

- **Name and Number of who submitted pre-app request**

  Clay Brooker – Cheffy Passidomo,P.A.
  239-261-9300
  ccbrooker@napleslaw.com

- **Agent to list for PL#**

  Clay Brooker

- **Owner of property (all owners for all parcels)**

  Barefoot 11700 LLC, PO Box 5319

- **Confirm Purpose of Pre-App:**

  Rezone from C-3 to C-4 for potential development of a carwash
  GMP Amendment (GMPA).

- **Please list the density request of the project if applicable and number of homes/units/offices/docks (any that apply): N/A**

- **Details about Project:**

  See Above

REQUIRED Supplemental Information provided by:
Name:
Title:
Email:
Phone:

Cancellation/Reschedule Requests: Contact Danny Condomina-Client Services Supervisor
danny.condomina@colliercountyfl Phone: 239-252-6866

Created April 5, 2017

Location: K:\CDES Planning Services\Current\Zoning Staff Information

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

SSGMPA APPLICATION

APPLICATION FOR A REQUEST TO AMEND
THE COLLIER COUNTY GROWTH MANAGEMENT PLAN

APPLICATION NUMBER_____ DATE RECEIVED_____

PRE-APPLICATION CONFERENCE DATE _____

DATE SUFFICIENT _____

This application, with all required supplemental data and information, must be completed and accompanied by the appropriate fee, and returned to the Growth Management Department, Zoning Division, Comprehensive Planning Section, 2800 North Horseshoe Drive, Naples, Florida 34104. 239-252-2400.

The application must be reviewed by staff for sufficiency within 30 calendar days following the filing deadline before it will be processed and advertised for public hearing. The applicant will be notified in writing, of the sufficiency determination. If insufficient, the applicant will have 30 days to remedy the deficiencies. For additional information on the processing of the application, see Resolution 97-431 as amended by Resolution 98-18 (both attached). If you have any questions, please contact the Comprehensive Planning Section at 239-252-2400.

SUBMISSION REQUIREMENTS

I. GENERAL INFOMRATION

A. Name of Applicant Rick Scali, MGR

Company 11760 Property, LLC

Address 21 Sawgrass Drive

City Lemont State IL Zip Code 60439

Phone Number 630-201-4929 Fax Number N/A

B. Name of Agent *Robert J. Mulhere, FAICP, President & Ellen Summers, AICP, Sr. Planner

- THIS WILL BE THE PERSON CONTACTED FOR ALL BUSINESS RELATED TO THE PETITION.

Company Hole Montes, Inc.

Address 950 Encore Way

City Naples State Florida Zip Code 34110

Phone Number 239-254-2000 Fax Number 239-254-2099

Name of Agent Clay C. Brooker, Esquire

Company Cheffy Passidomo, P.A.

Address 821 Fifth Avenue South

City Naples State Florida Zip Code 34102

Phone Number 239-261-9300 Fax Number 239-261-9782

C. Name of Owner (s) of Record See Exhibit "I.C" Warranty Deeds

D. Name, Address and Qualifications of additional planners, architects, engineers, environmental consultants and other professionals providing information contained in this application.

Norman J. Trebilcock, AICP, PTOE, P.E., President
Trebilcock Consulting Solutions, P.A.
2800 Davis Boulevard, Suite 200, Naples, FL 34104
Telephone: 239-566-9551
Email: ntrebilcock@trebilcock.biz

II. Disclosure of Interest Information: See attached Disclosure of Interest Form

A. If the property is owned fee simple by an **INDIVIDUAL,** Tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary). **N/A**

Name and Address _____ Percentage of Ownership _____

B. If the property is owned by a **CORPORATION,** list the officers and stockholders and the percentage of stock owned by each. **N/A**

Name and Address _____ Percentage of Stock _____

C. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. **N/A**

Name and Address _____ Percentage of Interest _____

D. If the property is in the name of a **GENERAL** or **LIMITED PARTNERSHIP**, list the name of the general and/or limited partners. **See attached Disclosure of Interest Form**

Name and Address _____ Percentage of Ownership _____

E. If there is a **CONTRACT FOR PURCHASE,** with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. **N/A**

Name and Address _____ Percentage of Ownership _____

Date of Contract: _____

F. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. **N/A**

Name and Address

_____

G. Date subject property acquired (X): 2/17/2023 Term of lease___yrs./mos.
If, Petitioner has option to buy, indicate date of option: _____ and date option terminates: _____, or anticipated closing: _____.

H. Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

III. DESCRIPTION OF PROPERTY:

A. LEGAL DESCRIPTION See Exhibit "I.C" Warranty Deed

B. GENERAL LOCATION The subject site is located on the south side of Tamiami Trail East, approximately 350 feet east of the intersection of Tamiami Trail East and Barefoot Williams Road.

C. PLANNING COMMUNITY South Naples

D. TAZ 2819

E. SIZE IN ACRES 1.92±

F. ZONING C-3

G. SURROUNDING LAND USE PATTERN See Exhibit "V.B.1" Future Land Use Map

H. FUTURE LAND USE MAP DESIGNATION(S) Urban Coastal Fringe Subdistrict

IV. TYPE OF REQUEST:

A. GROWTH MANAGEMENT PLAN ELEMENT (S) TO BE AMENDED:

_____ Housing Element	_____ Recreation/Open Space
_____ Traffic Circulation Sub-Element	_____ Mass Transit Sub-Element
_____ Aviation Sub-Element	_____ Potable Water Sub-Element
_____ Sanitary Sewer Sub-Element	_____ NGWAR Sub-Element
_____ Solid Waste Sub-Element	_____ Drainage Sub-Element
_____ Capital Improvement Element	_____ CCME Element
X_____ Future Land Use Element	_____ Golden Gate Master Plan
_____ Immokalee Master Plan	

B. AMEND PAGE(S) _____54_____AS FOLLOWS: Use ~~Strike-through~~ to identify language to be deleted; Use Underline to identify language to be added). Attach additional pages if necessary:
See Exhibit "IV.B.1" GMP Text Amendment

C. AMEND FUTURE LAND USE MAP(S) DESIGNATION FROM Urban Coastal Fringe to Barefoot Williams Commercial Subdistrict

D. AMEND OTHER MAP(S) AND EXHIBITS AS FOLLOWS: See Exhibit "IV.D.1" Barefoot Williams Commercial Subdistrict Map

E. DESCRIBE ADDITIONAL CHANGES REQUESTED: N/A

V. REQUIRED INFORMATION:

NOTE: ALL AERIALS MUST BE AT A SCALE OF NO SMALLER THAN I"=400'. At least one copy reduced to 8-1/2 x 11 shall be provided of all aerials and/or maps.

A. **LAND USE**

Exh. V.A.1 Provide general location map showing surrounding developments (PUD, DRI's, existing zoning) with subject property outlined.

Exh. V.A.2 Provide most recent aerial of site showing subject boundaries, source, and date.

Exh. V.A.3 Provide a map and summary table of existing land use and zoning within a radius of 300 feet from boundaries of subject property.

B. **FUTURE LAND USE AND DESIGNATION**

Exh. V.B.1 Provide map of existing Future Land Use Designation(s) of subject property and adjacent lands, with acreage totals for each land use designation on the subject property.

C. **ENVIRONMENTAL**

N/A Provide most recent aerial and summary table of acreage of native habitats and soils occurring on site. HABITAT IDENTIFICATION MUST BE CONSISTENT WITH THE FDOT-FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCCS CODE). NOTE: THIS MAY BE INDICATED ON SAME AERIAL AS THE LAND USE AERIAL IN "A" ABOVE.

N/A Provide a summary table of Federal (US Fish & Wildlife Service) and State (Florida Game & Freshwater Fish Commission) listed plant and animal species known to occur on the site and/or known to inhabit biological communities similar to the site (e.g. panther or black bear range, avian rookery, bird migratory route, etc.). Identify historic and/or archaeological sites on the subject property.

D. **GROWTH MANAGEMENT**

Reference 9J-11.006, F.A.C. and **Collier County's Capital Improvements Element Policy 1.1.2 (Copies attached).**

1. INSERT "Y" FOR YES OR "N" FOR NO IN RESPONSE TO THE FOLLOWING:

N Is the proposed amendment located in an Area of Critical State Concern? (Reference 9J-11.006(1)(a)(5), F.A.C.). IF so, identify area located in ACSC.

N Is the proposed amendment directly related to a proposed Development of Regional Impact pursuant to Chapter 380 F.S. ? (Reference 9J-11.006(1)(a)7.a, F.A.C.)

N Is the proposed amendment directly related to a proposed Small Scale Development Activity pursuant to Subsection 163.3187 (1)(c), F.S. ? (Reference 9J-11.006(1)(a)7.b, F.A.C.)

N Does the proposed amendment create a significant impact in population which is defined as a potential increase in County-wide population by more than 5% of population projections? (Reference Capital Improvement Element Policy 1.1.2). If yes, indicate mitigation measures being proposed in conjunction with the proposed amendment.

Exh. V.D.1 Does the proposed land use cause an increase in density and/or intensity to the uses permitted in a specific land use designation and district identified (commercial, industrial, etc.) or is the proposed land use a new land use designation or district? (Reference Rule 9J-5.006(5) F.A.C.). If so, provide data and analysis to support the suitability of land for the proposed use, and of environmentally sensitive land, ground water and natural resources. (Reference Rule 9J-11.007, F.A.C.)

E. PUBLIC FACILITIES

1. Exh. V.E.1 Provide the existing Level of Service Standard (LOS) and document the impact the proposed change will have on the following public facilities:

Exh. V.E.1 Potable Water
Exh. V.E.1 Sanitary Sewer
Exh. V.E.3 Arterial & Collector Roads; Name specific road and LOS **See TIS**
Exh. V.E.1 Drainage
Exh. V.E.1 Solid Waste
Exh. V.E.1 Parks: Community and Regional

If the proposed amendment involves an increase in residential density, or an increase in intensity for commercial and/or industrial development that would cause the LOS for public facilities to fall below the adopted LOS, indicate mitigation measures being proposed in conjunction with the proposed amendment. (Reference Capital Improvement Element Objective 1 and Policies)

2. Exh. V.E.2 Provide a map showing the location of existing services and public facilities that will serve the subject property (i.e. water, sewer, fire protection, police protection, schools and emergency medical services.

3. Exh. V.E.1 Document proposed services and public facilities, identify provider, and describe the effect the proposed change will have on schools, fire protection and emergency medical services.

F. OTHER

Identify the following areas relating to the subject property:

Exh. V.F.1	Flood zone based on Flood Insurance Rate Map data (FIRM).
N	Location of wellfields and cones of influence, if applicable. (Identified on Collier County Zoning Maps)
N	Traffic Congestion Boundary, if applicable
N	Coastal Management Boundary, if applicable
N	High Noise Contours (65 LDN or higher) surrounding the Naples Airport, if applicable (identified on Collier County Zoning Maps).

G. SUPPLEMENTAL INFORMATION

N	$16,700.00 non-refundable filing fee made payable to the Board of County Commissioners due at time of submittal. (Plus proportionate share of advertising costs)
Y	$9,000.00 non-refundable filing fee for a Small Scale Amendment made payable to the Board of County Commissioners due at time of submittal. (Plus proportionate share of advertising costs)
Y	Proof of ownership (copy of deed)
Y	Notarized Letter of Authorization if Agent is not the Owner (See attached form)
Y	1 Original and 5 complete, signed applications with all attachments including maps, at time of submittal. After sufficiency is completed, 25 copies of the complete application will be required.

* If you have held a pre-application meeting and paid the pre-application fee of $500.00 at the meeting, deduct that amount from the above application fee amount when submitting your application. All pre-application fees are included in the total application submittal fee. Otherwise the overage will be applied to future proportionate share advertising costs.

* Maps shall include: North arrow, name and location of principal roadways and shall be at a scale of 1" = 400' or at a scale as determined during the pre-application meeting.

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) RZ-PL-20220005137 AND GMPA-PL-20220005822

I, RICKIE SCALI (print name), as MGR (title, if applicable) of 11760 PROPERTY, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✔] applicant [✔] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize ROBERT J. MULHERE, FAICP, CLAY C. BROOKER, ESQ. & ELLEN SUMMERS, AICP to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

RICKIE SCALI, MGR **Signature** — 03/28/23 **Date**

11760 PROPERTY, LLC
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [✔] physical presence or [ ] online notarization this 28 day of March, 2023, by (printed name of owner or qualifier) _____.

Such person(s) Notary Public must check applicable box:

[ ] Are personally known to me
[✔] Has produced a current drivers license S400-7227-0270
[ ] Has produced _____ as identification.

Notary Signature: J R Bolivar

JEANNE R BOLIVAR
Notary Public - State of Florida
Commission # HH 293572
My Comm. Expires Jul 27, 2026

CP\08-COA-00115\155
REV 3/4/2020

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

AFFIDAVIT OF AUTHORIZATION

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) RZ-PL-20220005137 AND GMPA-PL-20220005822

I, RICKIE SCALI (print name), as MGR (title, if applicable) of 11760 PROPERTY, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✔] applicant [✔] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize ROBERT J. MULHERE, FAICP, CLAY C. BROOKER, ESQ. & ELLEN SUMMERS, AICP to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

RICKIE SCALI, MGR **Signature** — 03/28/23 **Date**

11760 PROPERTY, LLC
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [✔] physical presence or [ ] online notarization this 28 day of March, 2023, by (printed name of owner or qualifier) Rickie Scali.

Such person(s) Notary Public must check applicable box:

[ ] Are personally known to me
[✔] Has produced a current drivers license S400-7227-0270
[ ] Has produced _____ as identification.

Notary Signature: J R Bolivar

JEANNE R BOLIVAR
Notary Public - State of Florida
Commission # HH 293572
My Comm. Expires Jul 27, 2026

CP\08-COA-00115\155
REV 3/4/2020

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

PROPERTY OWNERSHIP DISCLOSURE FORM

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership
N/A	

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership
N/A	

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership
N/A	

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership
11760 Property, LLC	
21 Sawgrass Drive, Lemont, IL 60439	
Rick B. Scali, MGR	50%
Mohammad Yaqoob, MGR	50%

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership
N/A	

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired 2/17/2023

☐ **Leased: Term of lease** _____ **years /months**

If, Petitioner has option to buy, indicate the following:

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Agent/Owner Signature

4/4/2023
Date

Robert J. Mulhere, FAICP, President/CEO
Agent/Owner Name (please print)

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

WARRANTY DEED

INSTR 6366755 OR 6218 PG 528 E-RECORDED 2/22/2023 5:42 PM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $14,700.00 REC $27.00
CONS $2,100,000.00

EXHIBIT I.C.

Prepared without opinion
of title by:

Matthew P. Flores, Esq.
Law Office of Matthew P. Flores
1333 Third Avenue South, #505
Naples, Florida 34102

Parcel ID No: 00447760107
Deed Consideration: $2,100,000.00
Documentary Stamps Due on Transfer: $14,700.00

NOT A CERTIFIED COPY

WARRANTY DEED

THIS WARRANTY DEED made this 21st day of February, 2023, between Barefoot 11700 LLC, a Florida limited liability company, whose post office address is P.O. Box 5319, Buffalo Groves, IL 60089, grantor,

TO

11760 Property LLC, a Florida limited liability company, whose post office address is 21 Sawgrass Drive, Lemont, IL 60439, grantee,

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH:

That said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Collier County, Florida to-wit:

See Attached Exhibit "A" Legal Description

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except restrictions, reservations, and easements of record and taxes accruing subsequent to December 31, 2022.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 Signature

David M Belcors

Witness #1 Printed Name

Witness #2 Signature

MATTHEW MORSE

Witness #2 Printed Name

Barefoot 11700 LLC
a Florida limited liability company

By: _____
Gregg Mason
Manager

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17TH day of February, 2023, by Gregg Mason, as Manager of Barefoot 11700 LLC, a limited liability company, who ✓ is personally known or ____ has produced _____ as identification.

_____
Notary Public
Printed Name: MATTHEW MORSE
My Commission Expires: 11/22/2026

MATTHEW MORSE
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 22, 2026

NOT A CERTIFIED COPY

Exhibit "A"
Legal Description

Commence at the West 1/4 corner of Section 33, Township 50 South, Range 26 East, Collier County, Florida, proceed Northerly along the section line between said Section 33 and Section 32, Township 50 South, Range 26 East, North 02° 49' 48" East, 884.91 feet to a point on the South right-of-way line of U.S. 41; thence Southeasterly along said right-of-way line, 44.24 feet along the arc of a curve concave to the Northeast, having a radius of 3,210.55 feet, a central angle of 0° 47' 22", and a chord distance of 44.23 feet, bearing South 54° 01' 20" East to a point of tangency; thence South 54° 25' 01" East along said right-of-way line, 1,124.37 feet to the Point of Beginning of the herein described parcel; thence continue South 54° 25' 01" East, 600 feet along said right-of-way line; thence South 35° 34' 59" West, 321.16 feet; thence North 54° 25' 01" West, 541.69 feet to a point on the East right-of-way line of Barefoot Williams Road; thence Northerly along said right-of-way line, 132.69 feet along the arc of a curve concave to the East, having a radius of 140.00 feet, a central angle of 54° 18' 18", and a chord distance of 127.78 feet, bearing North 08° 25' 50" East to a point of tangency; thence North 35° 34' 59" East, 207.46 feet to the Point of Beginning.

LESS AND EXCEPT therefrom the land conveyed to Racetrac Petroleum, Inc., a Georgia corporation, by General Warranty Deed recorded in Official Records Book 5871, Page 1617, of the Public Records of Collier County, Florida, being further described as follows:

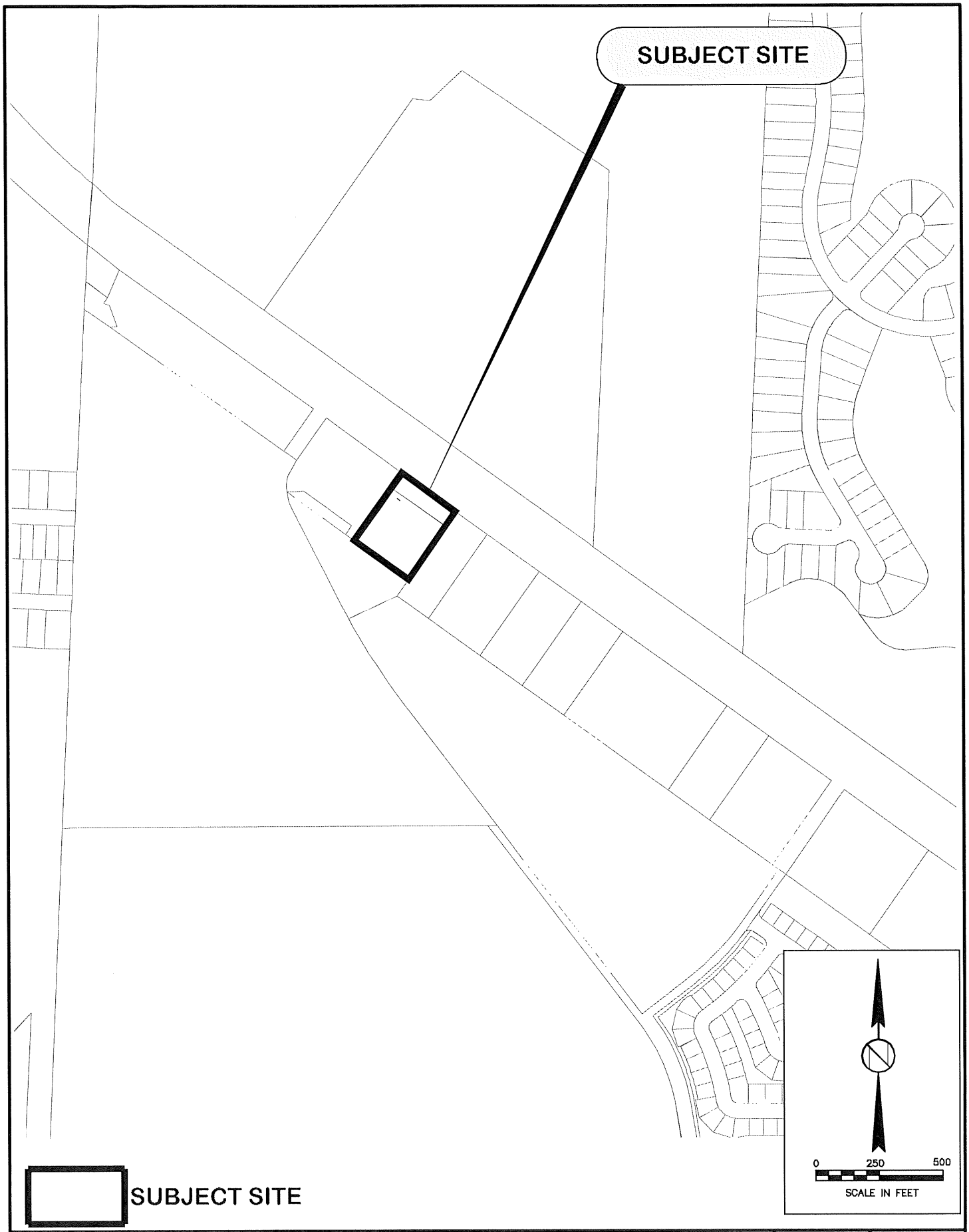
Commence at the West 1/4 corner of Section 33, Township 50 South, Range 26 East, Collier County, Florida; thence North 02° 49' 48" East, along the West line of said Section 33, for a distance of 884.91 feet to a point on the South right-of-way line of U.S. 41, being a point on a non-tangent curve to the left, having a radius of 3210.55 feet; thence Southeasterly along the arc of said curve and said right-of-way, for 44.24 feet, having a central angle of 0° 47' 22", a chord bearing of South 54° 01' 20" East, and a chord of 44.23 feet to a point of tangency; thence South 54° 25' 01" East along said right-of-way line, for a distance of 1,124.37 feet to the Point of Beginning of the herein described parcel; thence continue South 54° 25' 01" East along said right-of-way line, for a distance of 340.00 feet; thence South 35° 34' 59" West, for a distance of 321.16 feet; thence North 54° 25' 01" West, for a distance of 281.69 feet to a point on the East right-of-way line of Barefoot Williams Road, and the beginning of a non-tangent curve to the right, having a radius of 140.00 feet; thence along said right-of-way and said curve to the right, through a central angle of 54° 18' 16", a chord bearing of North 08° 25' 50" East, a chord length of 127.78 feet, and an arc length of 132.69 feet; thence North 35° 34' 59" East along said East right-of-way, for a distance of 207.46 feet to the Point of Beginning.

COPY

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

EXHIBITS IV.D.1, V.A.1, V.A.2, V.A.3, V.B.1, V.E.2, V.F.1



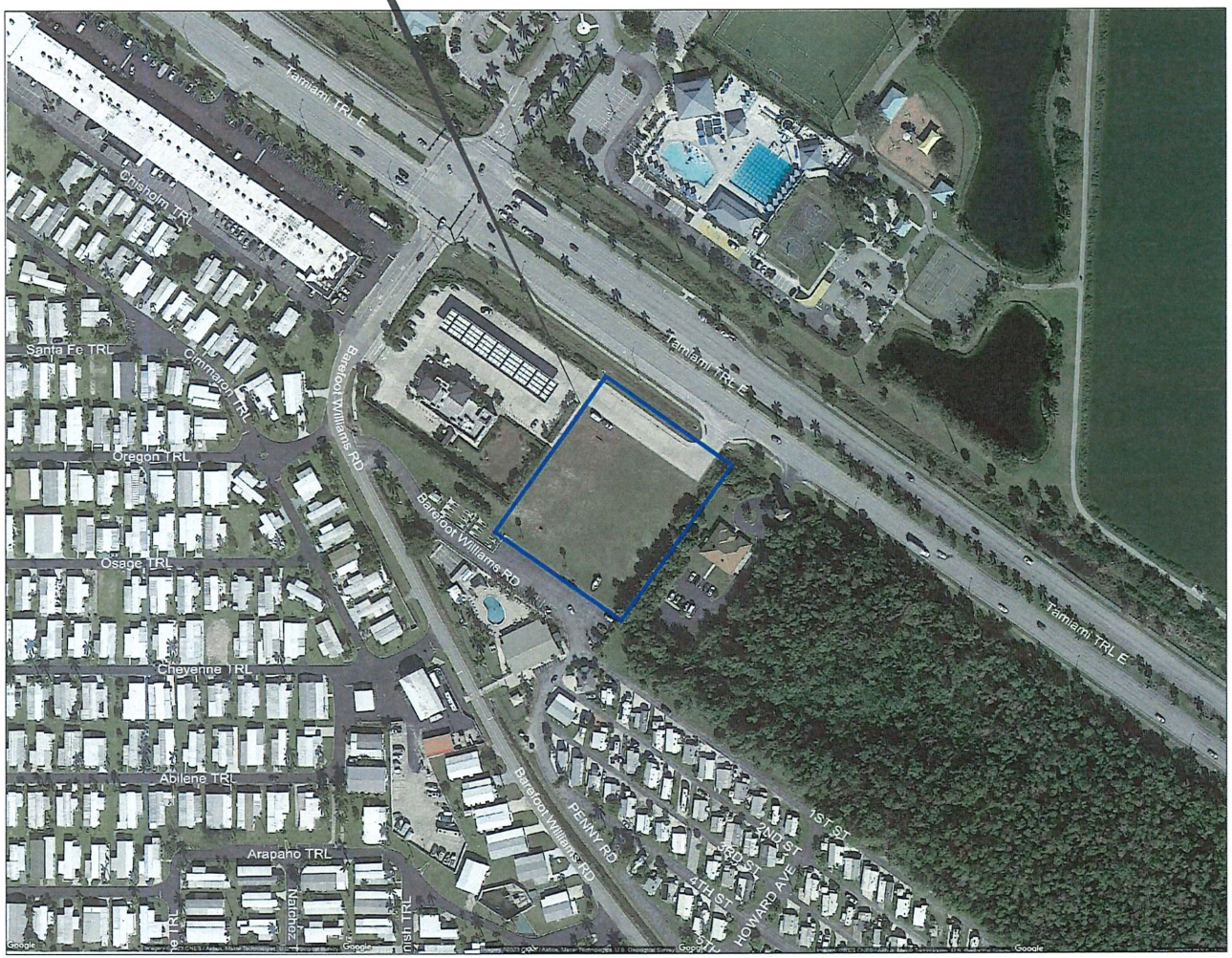
SUBJECT SITE

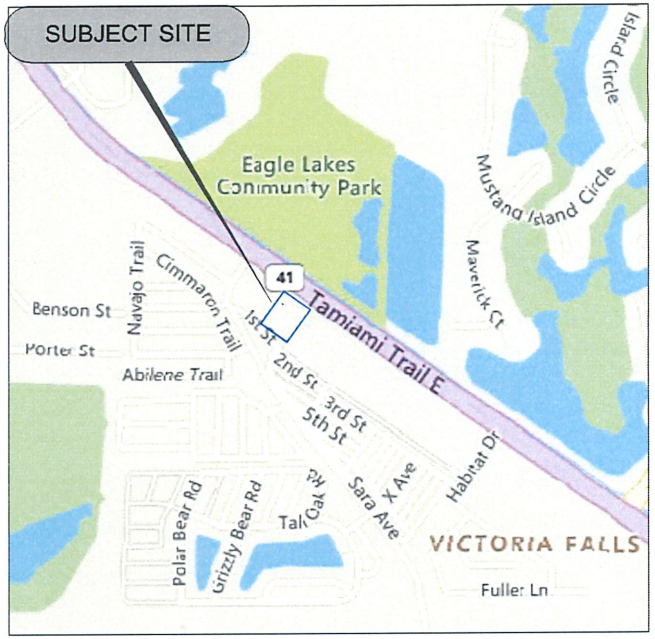
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

EXHIBIT IV.D.1
BAREFOOT WILLIAMS
COMMERCIAL SUBDISTRICT

CHECKED BY : ES	PROJECT No. 2023.006
DRAWN BY : MK	CAD FILE NAME: GMPA
DATE : 3/2023	EXHIBIT – ITEM INSET





PROJECT LOCATION MAP

SCALE: 1" = 1000'



- LIMITS OF SUBJECT SITE

LETTER	REVISIONS	DATE
1		
2		
3		
4		

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT

DESIGNED BY	E.S.	DATE	3/2023
DRAWN BY	M.K.	DATE	3/2023
CHECKED BY	R.M.	DATE	3/2023
VERTICAL SCALE	N/A	HORIZONTAL SCALE	AS NOTED

HOLE MONTES
ENGINEERS·PLANNERS·SURVEYORS
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

EXHIBIT V.A.1
LOCATION MAP

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:

DATE _____

REFERENCE NO.	
DRAWING NO.	2023.006 GMPA.DWG
PROJECT NO.	2023.006
SHEET NO.	1 OF 6



0 400 800
SCALE IN FEET

- LIMITS OF SUBJECT SITE

AERIAL PER MAPPING DATA SERVICE 2023

LETTER	REVISIONS	DATE
A		
B		
C		
D		

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT

DESIGNED BY	E.S.	DATE	3/2023
DRAWN BY	M.K.	DATE	3/2023
CHECKED BY	R.M.	DATE	3/2023
VERTICAL SCALE	N/A	HORIZONTAL SCALE	AS NOTED

HOLE MONTES
ENGINEERS-PLANNERS-SURVEYORS
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

EXHIBIT V.A.2
SUBJECT SITE AERIAL OVERLAY

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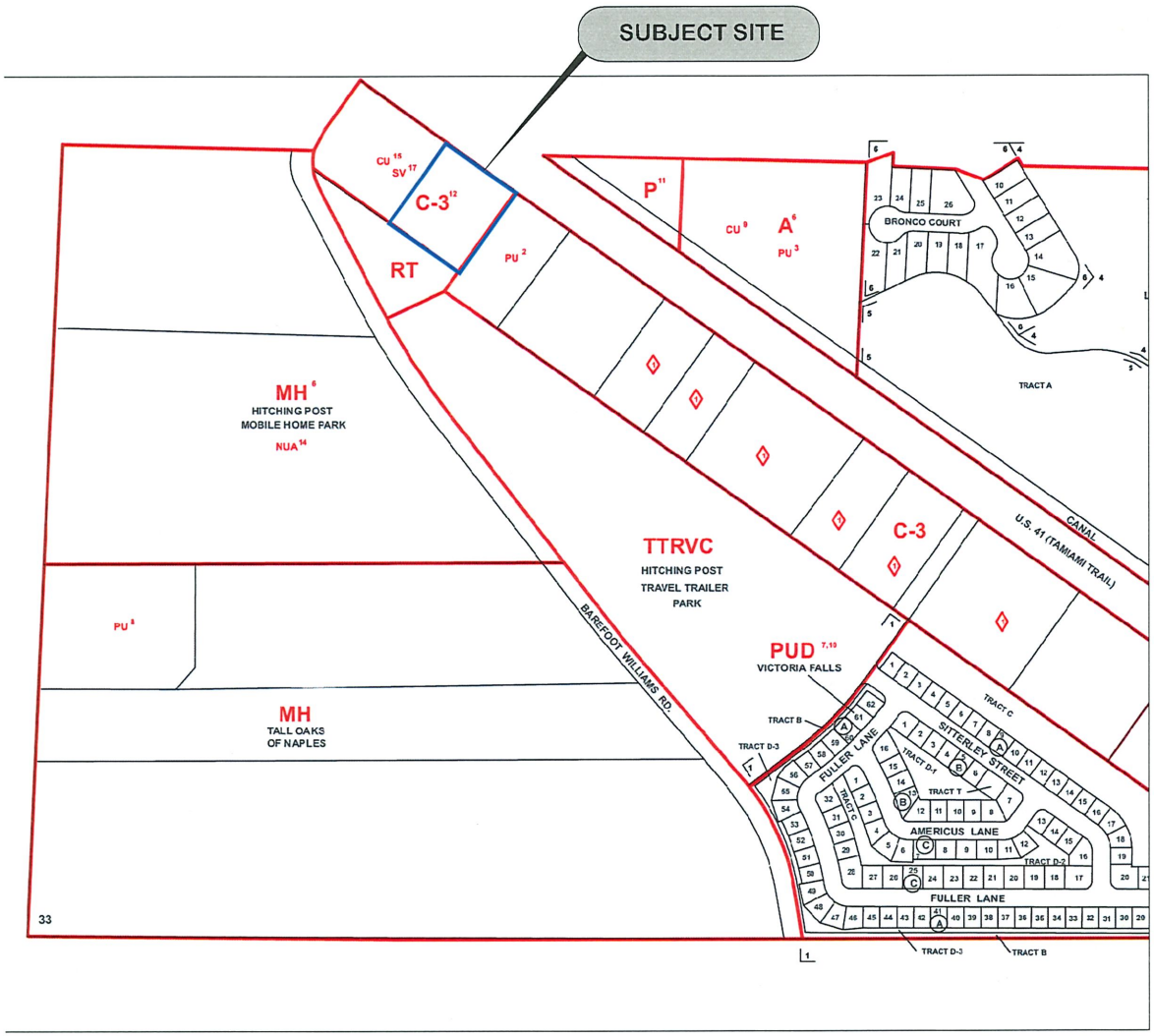
DATE _____

REFERENCE NO.	
DRAWING NO.	2023.006 GMPA.DWG
PROJECT NO.	2023.006
SHEET NO.	2 OF 6



PROPERTY	EXISTING LAND USE	ZONING
SUBJECT SITE	Vacant	C3
NORTH	Tamiami Trail East / Community Center	P
SOUTH	Mobile Home Park Community Center	RT
EAST	Office	C3
WEST	Gas Station	C3



- LIMITS OF SUBJECT SITE

LETTER	REVISIONS	DATE
1		
2		
3		
4		
5		

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT

DESIGNED BY	E.S.	DATE	3/2023
DRAWN BY	W.K.	DATE	3/2023
CHECKED BY	R.M.	DATE	3/2023
VERTICAL SCALE	N/A	HORIZONTAL SCALE	AS NOTED

HOLE MONTES
ENGINEERS-PLANNERS-SURVEYORS
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
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EXHIBIT V.A.3
ZONING MAP

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW.

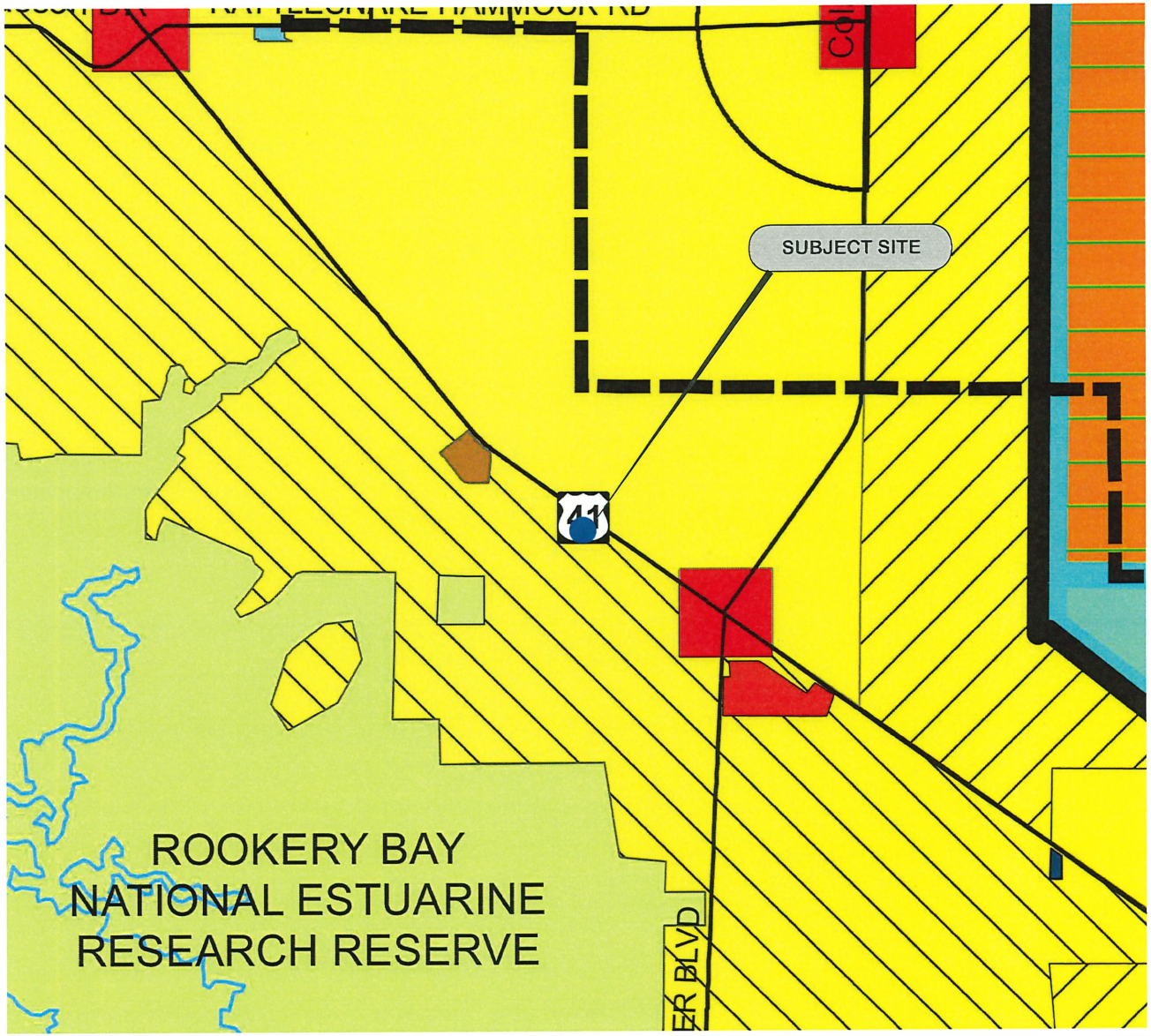
DATE _____

REFERENCE NO.	
PROJECT NO.	2023.006
DRAWING NO.	2023.006 GMPA.DWG
SHEET NO.	3 OF 6

URBAN DESIGNATION

MIXED USE DISTRICT

- Urban Residential Subdistrict
- Residential Density Bands
- Urban Coastal Fringe Subdistrict
- Urban Residential Fringe Subdistrict



- LIMITS OF SUBJECT SITE

0 1500 3000
SCALE IN FEET

LETTER	REVISIONS	DATE
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3		
4		
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BAREFOOT WILLIAMS
COMMERCIAL SUBDISTRICT

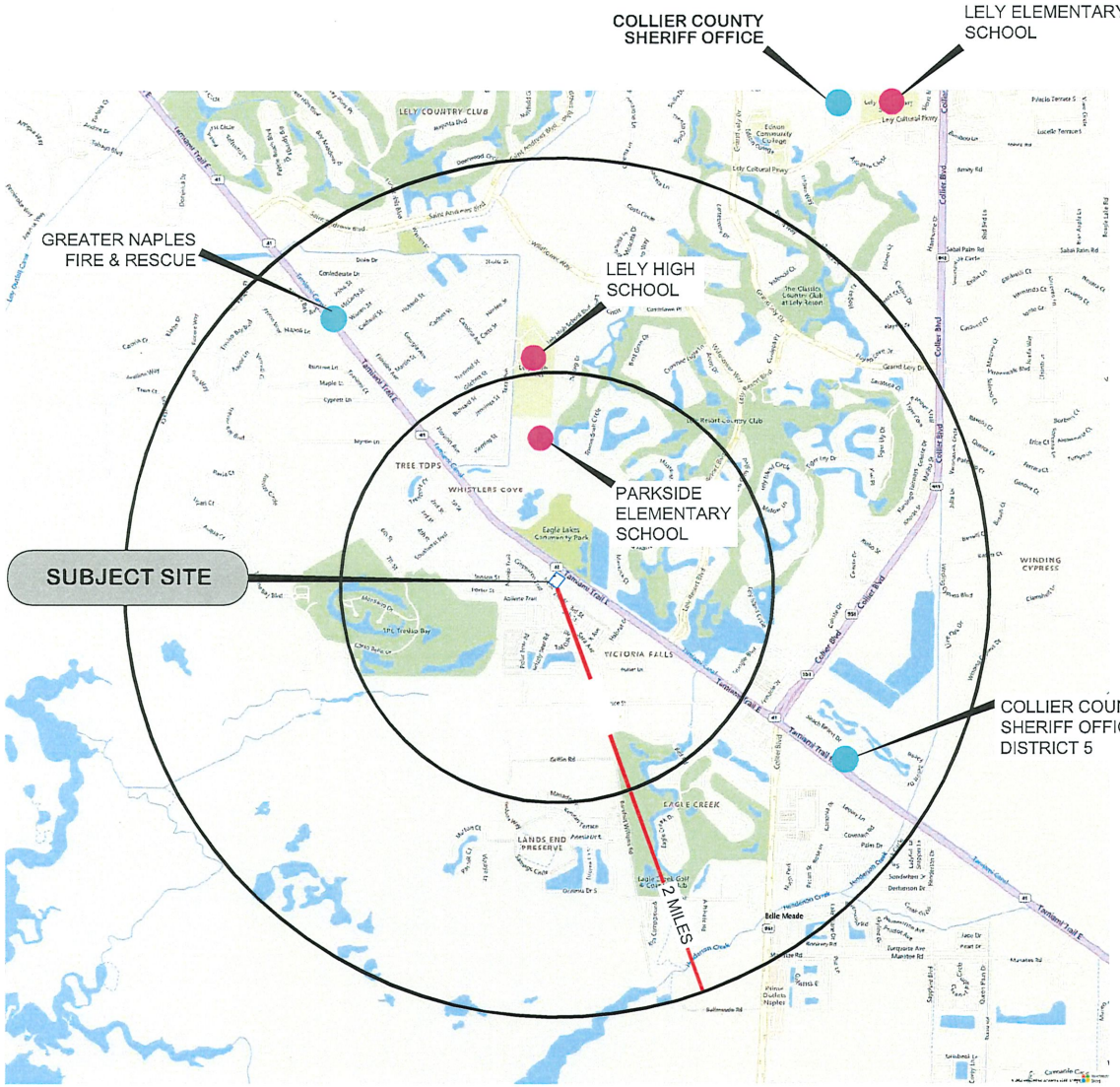
DESIGNED BY	E.S.	DATE	3/2023
DRAWN BY	M.K.	DATE	3/2023
CHECKED BY	R.M.	DATE	3/2023
VERTICAL SCALE	N/A	HORIZONTAL SCALE	AS NOTED

HOLE MONTES
ENGINEERS-PLANNERS-SURVEYORS
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

EXHIBIT V.B.1
FUTURE LAND USE MAP

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW.
DATE

REFERENCE NO.	
PROJECT NO.	2023.006
DRAWING NO.	2023.006 GMPA.DWG
SHEET NO.	4 OF 6



PUBLIC SERVICE FACILITIES NOTES

1. POLICE PROTECTION IS PROVIDED BY COLLIER COUNTY SHERIFF'S OFFICE.
2. FIRE PROTECTION IS PROVIDED BY GREATER NAPLES FIRE & RESCUE.
3. THERE ARE NO WELL FIELDS WITHIN OR IN CLOSE PROXIMITY TO
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE COUNTY'S COASTAL HIGH HAZARD AREA.

PUBLIC SERVICE FACILITIES LEGEND

- SCHOOL
- HOSPITAL
- SHERIFF / FIRE DEPARTMENT / EMS

0 1500 3000
SCALE: 1" = 3000'

- LIMITS OF SUBJECT SITE

LETTER	REVISIONS	DATE
1		
2		
3		
4		
5		

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT

DESIGNED BY	E.S.	DATE	3/2023
DRAWN BY	N.K.	DATE	3/2023
CHECKED BY	R.M.	DATE	3/2023
VERTICAL SCALE	N/A	HORIZONTAL SCALE	AS NOTED

HOLE MONTES
ENGINEERS-PLANNERS-SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of Authorization No.1772

EXHIBIT V.E.2
PUBLIC SERVICE FACILITIES MAP

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW.
DATE _____

REFERENCE NO.	
PROJECT NO.	2023.006
DRAWING NO.	2023.006 GMPA.DWG
SHEET NO.	5 OF 6

LOCATED IN COLLIER COUNTY
SUBJECT SITE IN
FLOOD ZONE AE
FIRM PANEL12021C0604H
BASE FLOOD ZONE ELEV = 7.0' (NAVD)
EFF DATE: 5/16/2012

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

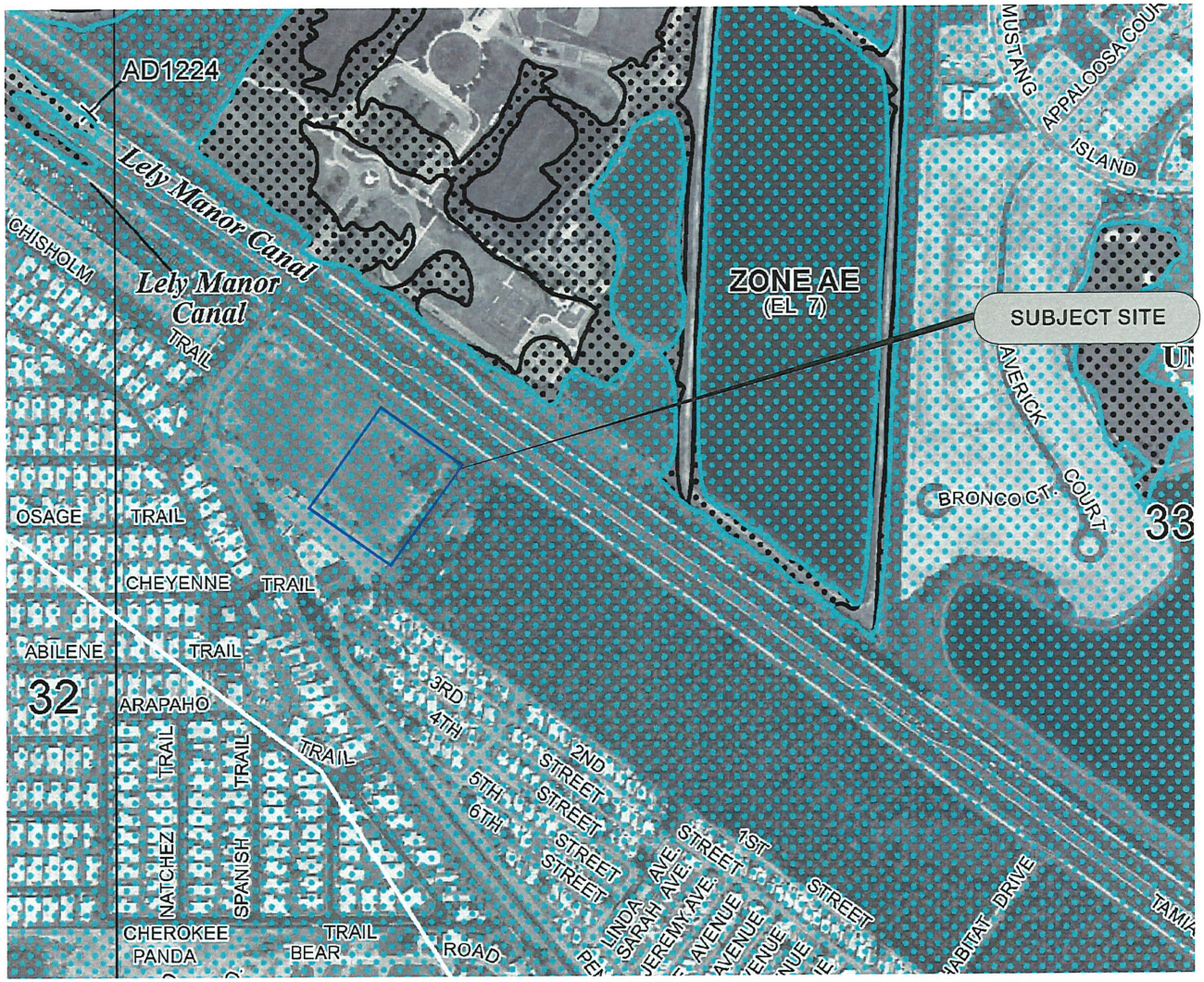
The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE, AE Base Flood Elevations determined.



- LIMITS OF SUBJECT SITE



			BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT	DESIGNED BY E.S.	DATE 3/2023	HOLE MONTES ENGINEERS-PLANNERS-SURVEYORS	950 Encore Way Naples, FL. 34110 Phone: (239) 254-2000 Florida Certificate of Authorization No.1772
3				DRAWN BY M.K.	DATE 3/2023		
2				CHECKED BY R.M.	DATE 3/2023		
1				VERTICAL SCALE N/A	HORIZONTAL SCALE AS NOTED		
LETTER	REVISIONS	DATE					

EXHIBIT V.F.1
FIRM DATA MAP

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW

DATE _____

REFERENCE NO.

PROJECT NO. 2023.006

DRAWING NO. 2023.006 GMPA.DWG

SHEET NO. 6 OF 6

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

EXHIBIT V.D.1 - NARRATIVE & JUSTIFICATION

EXHIBIT V.D.1

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT
SMALL SCALE GROWTH MANAGEMENT PLAN AMENDMENT
NARRATIVE AND JUSTIFICATION

SITE DESCRIPTION:
The subject site is approximately 1.92 acres in size and located on the south side of Tamiami Trail East, approximately 350 feet east of the intersection of Tamiami Trail East and Barefoot Williams Road, and within Section 33, Township 50 South, Range 26 East, in Collier County, Florida.

The subject site is currently zoned C-3 and is located within the Urban Coastal Fringe Subdistrict of the Future Land Use Element of Collier County. The site was previously cleared prior to 2014, when the property was under different ownership, includes an access easement benefiting the adjacent RaceTrac gas station facility to the west, and is otherwise undeveloped. The property is also subject to a companion rezone application seeking to rezone to the C-4 zoning district to permit C-3 permitted uses and a car wash facility.

SURROUNDING PROPERTY:

Direction	Zoning	FLUE	Land Use
Subject Property	C-3	Urban Coastal Fringe	Vacant
North	P	Urban Residential	Tamiami Trail E. / Community Park
South	RT	Urban Coastal Fringe	Mobile Home Park Community Center
East	C-3	Urban Coastal Fringe	Office
West	C-3	Urban Coastal Fringe	Gas Station

SPECIFIC NATURE OF PROPOSED GMP AMENDMENT:
This is a Small Scale Growth Management Plan amendment to create the Barefoot Williams Commercial Subdistrict. The Subdistrict is intended to permit a variety of commercial land uses, which include those uses permitted within the C-3 Zoning District as well as Car Washes. Development within the subdistrict is limited to a maximum square footage of 10,000 square feet, with car wash facilities not to exceed 5,000 square feet.

GMP AND STATUTORY CONSISTENCY EVALUATION:

Consistency with Florida Statutes relating to Plan Amendments, Chapter 163.3177 (1)(f),

163.3177(1)(f) All mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

East Naples Community Development Plan

The subject site is located within an area that was studied by Collier County, in collaboration with the East Naples community, to create a development plan known as the East Naples Community Development Plan (ENCDP). The ENCDP was reviewed and accepted by the Collier County Board of County Commissioners (BCC). County staff has since received direction from the BCC to draft LDC amendments that implement the vision of the ENCDP. These LDC amendments (the US 41 East Zoning Overlay) have been drafted by staff and are anticipated to go to hearings within the next few months.

The ENCDP identified certain land uses, such as car washes, other auto-oriented uses, and fast foot establishments that were deemed to be undesirable without specialized design standards being applied. This application for a SSGMPA to create the Barefoot Williams Commercial Subdistrict proposes to allow one car wash facility (maximum 5,000 SF) and a maximum of 5,000 SF of another use permitted within the C-3 zoning district.

As car washes and fast food establishments were deemed undesired uses within the ENCDP, the proposed subdistrict includes limitations to the maximum area of a car wash facility (5,000 square feet), and the companion rezone application includes Conditions of Approval (Exhibit A) that impose design standards for a car wash and fast food establishments, similar to what is proposed in the US 41 East Zoning Overlay.

It is important to note that although car washes have been deemed an undesirable use, without additional design standards, the proposed site is uniquely appropriate for a car wash. The site abuts a large gas station facility (RaceTrac) to the west, serving as a complementary use to the car wash. The site is also burdened by (a) an existing ingress/egress easement at the frontage along US 41, benefiting the adjacent gas station facility and (b) an easement that prevents structures or signs within the NW quadrant, measuring 100 feet by 130 feet. Given these pre-existing, limiting factors, the site would not be able to conform to the street-forward building design as encouraged by the ENCDP.

To the east of the subject site, a PUD rezone application and companion SSGMPA is proposed to permit a Home Depot, a large home improvement store. Given this surrounding development along US 41, the proposed car wash is not out of scale in comparison to the area. Additionally, the site will accommodate an area for future commercial development to the east of the car wash facility.

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

EXHIBIT V.E.1 – PUBLIC FACILITIES REPORT

EXHIBIT V.E.1
BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT

PUBLIC FACILITIES REPORT

The proposed amendment to the Collier County Growth Management Plan to create the Barefoot Williams Commercial authorizes commercial development, including a car wash and C-3 uses.

For the purposes of this report, the proposed subdistrict does not authorize residential development and does not increase permanent population within the County. Therefore, no significant increased demands on public facilities will occur as a result of approving this request.

The subject site is located within the Collier County Water-Sewer District service area. Collier County Public Utilities has sufficient treatment capacity.

Stormwater retention and detention will comply with SFWMD requirements, and State and County standards for off-site discharges will be met, resulting in no adverse impacts to stormwater management (drainage) level of service. The site does not affect County-maintained canals, ditches, or stormwater control structures.

No permanent residential development is approved through the subdistrict; therefore, there are no impacts to level of service for schools.

The proposed subdistrict will not increase the population and will not increase demands for emergency medical services or county parks and recreation services. An EMS/fire station is located approximately 3.5 miles from the property. The subject site is within the Greater Naples Fire and Rescue District.

The proposed amendment does not create any significant and adverse impacts to the area roadway network. The roadway network is projected to operate above the Level of Service (LOS) standard with or without the project at future build-out conditions. Please see the Traffic Analysis, included with this SSGMPA application packet, for transportation impacts and further details.

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

EXHIBIT V.E.3 – TRAFFIC IMPACT STATEMENT

TREBILCOCK
CONSULTING SOLUTIONS

Traffic Impact Statement

11760 Tamiami Trail East – Growth Management Plan Amendment/Rezone

Collier County, FL
06/16/2023

Prepared for:

Hole Montes
950 Encore Way, Suite 200
Naples, FL 34110
Phone: 239-254-2000

Prepared by:

Trebilcock Consulting Solutions, PA
2800 Davis Boulevard, Suite 200
Naples, FL 34104
Phone: 239.566.9551
Email: ddratnol@trebilcock.biz

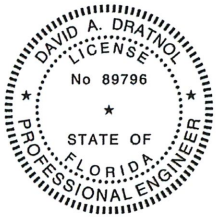
Collier County Transportation Methodology Review Fee – $500.00

Collier County Transportation Review Fee – Major Study – $1,500.00

Note: The fee will be collected at the time of GMPA/Rezone submittal.

Statement of Certification

I certify that this Traffic Impact Statement has been prepared by me or under my immediate supervision and that I have experience and training in the field of Traffic and Transportation Engineering.



Digitally signed by David Dratnol
DN: c=US, st=Florida, l=Naples, o=David Dratnol, cn=David Dratnol, email=ddratnol@trebilcock.biz
Date: 2023.06.16 15:15:34 -04'00'

David A. Dratnol, PE
FL Registration No. 89796
Trebilcock Consulting Solutions, PA
2800 Davis Boulevard, Suite 200
Naples, FL 34104
Company Cert. of Auth. No. 27796

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Project Description

The 11760 Tamiami Trail East project is a proposed development located on the south side of US 41 (Tamiami Trail East) between Barefoot Williams Road and Habitat Drive, west of Collier Boulevard in Section 33, Township 50 South, Range 26 East, in Collier County Florida. Refer to **Figure 1 – Location Map**.

Figure 1 – Location Map



The site is comprised of a single parcel which is currently vacant. The parcel is approximately 1.92 acres and is zoned C-3, Commercial Intermediate District. The requested rezoning is to C-4, General Commercial District. The site plan is in **Appendix A: Master Concept Plan**.

There is an existing interconnection between the subject parcel and the existing gas station to the west.

The proposed development is illustrated in **Table 1.**

Table 1
ITE – Development Land Use Designation

Development	Land Use [SIC Code in Brackets]	ITE LUC	Size (ITE variable)
Fast-Food Restaurant	Fast-Food Restaurant with Drive-Through Window [5812]	934 – Fast-Food Restaurant with Drive-Through Window	5,000 SF
Automated car wash	Automated Car Wash [7542]	948 – Automated Car Wash	5,000 SF and 1 Car Wash Tunnel

Traffic generation associated with the proposed development is evaluated generally based on ITE Trip Generation Manual, 11th Edition and ITE Trip Generation Handbook, 3rd Edition. In agreement with ITE Land Use Code (LUC) descriptions, the ITE land use designations are illustrated in **Table 1.**

A methodology meeting was held with Collier County Transportation Planning staff via email on March 13, 2023. Refer to **Appendix B: Methodology Meeting.**

For purposes of this evaluation, the project build-out year is assumed to be consistent with the Collier County 2028 planning horizon.

Trip Generation

The project's site trip generation is based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The software program OTISS (Online Traffic Impact Study Software), most current version, is used to create the raw unadjusted trip generation for the project. The ITE average rates are used for the trip generation calculations. The ITE – OTISS trip generation calculation worksheets and the LUC descriptions are provided in **Appendix C: ITE Trip Generation Calculations**. The trip generation associated with the proposed build-out conditions for the project, is summarized in **Table 2: Project Trip Generation – Average Weekday**.

Based on ITE recommendations and consistent with Collier County TIS Guidelines and Procedures, reductions for internal capture and pass-by trips are considered for this project. Internal capture was evaluated based on the ITE balancing method and capped at 20% maximum per Collier County TIS Guidelines and Procedures.

ITE does not have pass-by rates for a car wash. Trips are expected to use the business on their way to a primary destination, but conservatively car wash pass-by is not considered. The restaurant pass-by was capped at 50% per Collier County TIS Guidelines and Procedures. The report uses 40%/50%/50% for daily, am and pm respectively.

ITE has two variables that can be used for the trip generation for the automated car wash: size and number of tunnels. As shown in **Appendix C**, the number of tunnels results in a higher trip generation for the automated car wash and is conservatively used.

The ITE Trip Generation Manual does not provide daily or AM peak hour traffic data for the Automated Car Wash, LUC 948. In addition, consistent with the nature of this business, typically PM peak hour traffic activity is more intense than the AM peak hour.

Table 2

Project Trip Generation – Average Weekday

ITE Land Use	Size[(1)]	Daily Two-Way Volume	AM Peak Hour			PM Peak Hour		
			Enter	Exit	Total	Enter	Exit	Total
Fast-Food Restaurant with Drive-Through Window	5 k SF	2,338	114	109	223	86	79	165
Automated Car Wash	1 Tunnel	N/A	N/A	N/A	N/A	39	39	78
Total Traffic		2,338	114	109	223	125	118	243
Internal Capture		0	0	0	0	22	22	44
External Traffic		2,338	114	109	223	103	96	199
Pass-by		0	57	55	112	39	33	72
Net External		2,338	57	54	111	64	63	127

Note: (1) k SF = 1,000 Square Feet

In agreement with the Collier County TIS guidelines, significantly impacted roadways are identified based on the proposed project highest peak hour trip generation (net external traffic) and consistent with the peak hour of the adjacent street traffic. Based on the information contained in Collier County 2022 Annual Update and Inventory Report (AUIR), the peak hour for the adjacent roadway network is PM peak hour.

For the concurrency analysis, the net external traffic volumes will be used (PM Peak Hour total 127 trips).

Trip Distribution and Assignment

The traffic generated by the proposed project is assigned to the adjacent roadways using the knowledge of the area and engineering judgement.

The site-generated trip distribution for the PM peak hour of the adjoining street is shown in **Table 3: Traffic Distribution for PM Peak Hour** and is graphically depicted in **Figure 2A: Project Distribution by Percentage** and **Figure 2B: Project Distribution by PM Peak Hour**.

Table 3
Traffic Distribution for PM Peak Hour

Roadway Link	Collier County Link No.	Roadway Link Location	Distribution of Project Traffic	PM Peak Hour Project Vol.*	
				Enter	Exit
Tamiami Trl	93.0	Project to Lely Resort Blvd	40%	WB – 26	**EB – 25**
Tamiami Trl	93.0	Lely Resort Blvd to Triangle Blvd	25%	WB-16	**EB – 16**
Lely Resort Blvd	**	North of Tamiami Trl	15%	SB-10	NB-9
Tamiami Trl	93.0	Project to Rattlesnake Hammock Rd	45%	**EB – 29**	WB – 28

Note(s): *Peak hour, peak direction traffic volumes are **underlined** and **bold** to be used in Roadway Link Level of Service calculations. Peak Direction is taken from the Collier County 2022 AUIR.
** Not a Collier County monitored link.

Figure 2A – Project Distribution by Percentage

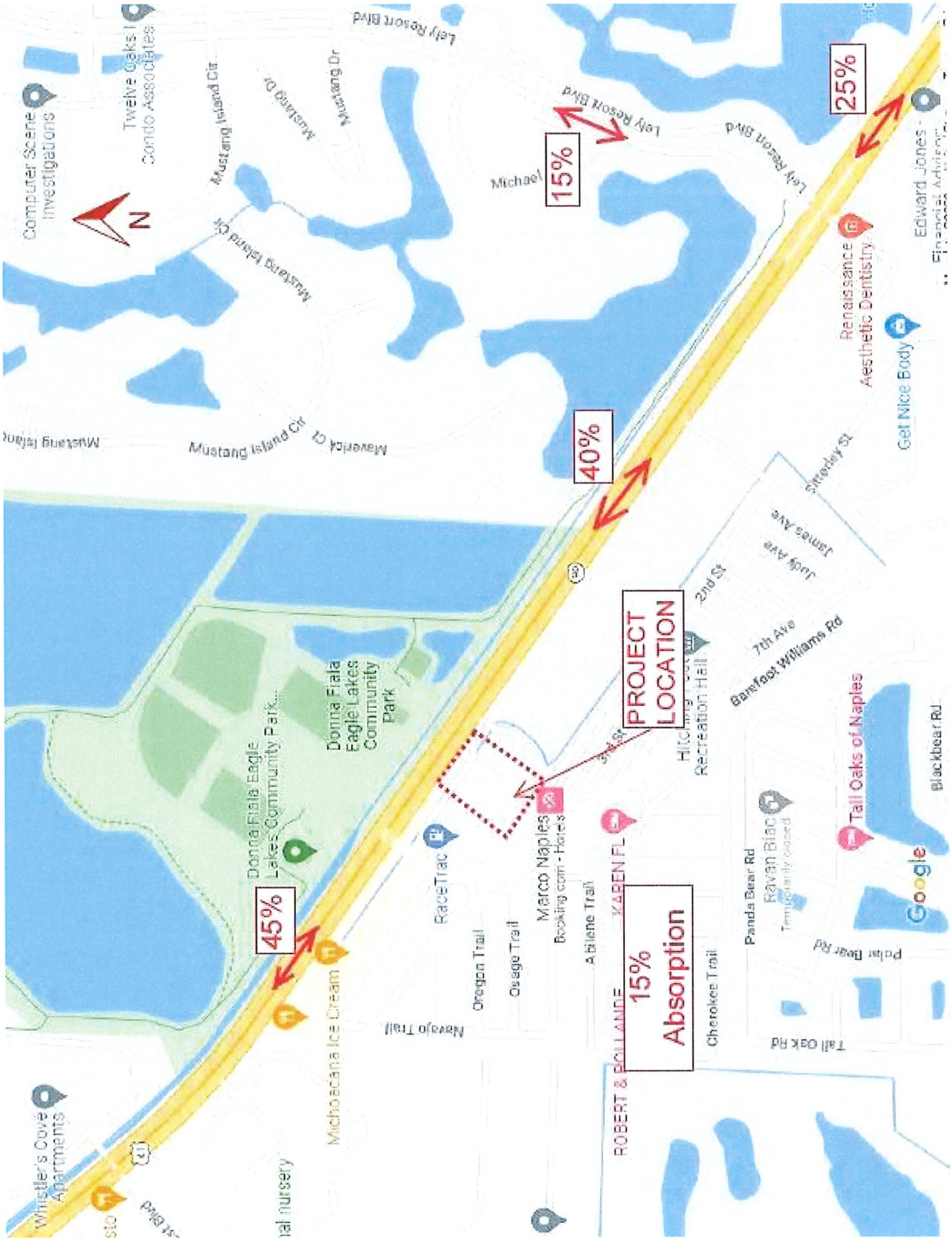
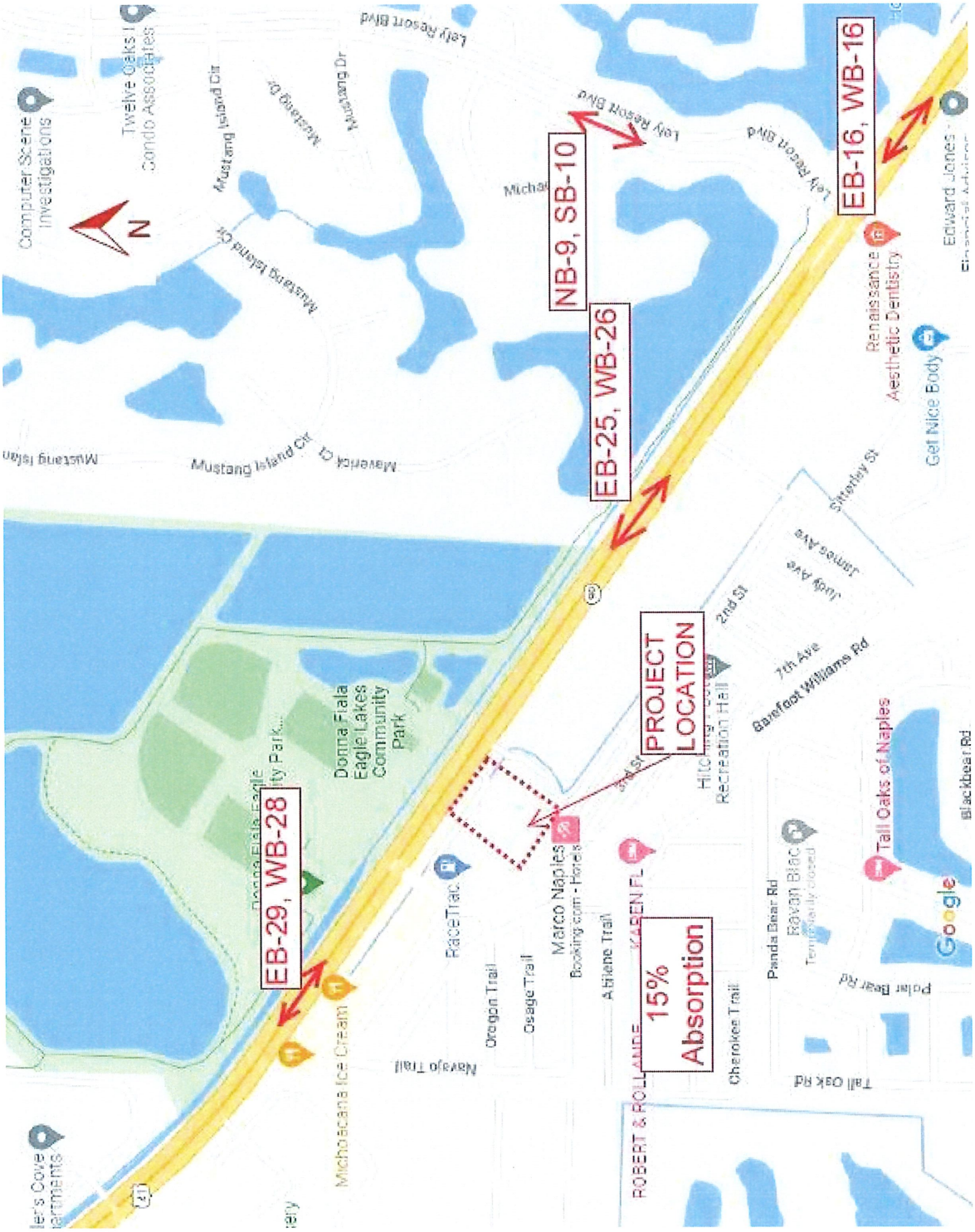


Figure 2B – Project Distribution by PM Peak Hour



Background Traffic

Average background traffic growth rates are estimated for the segments of the roadway network in the study area using the Collier County Transportation Planning Staff guidance of a minimum 2% growth rate, or the historical growth rate from peak hour peak direction volume (estimated from 2008 through 2022), whichever is greater.

Another way to derive the background traffic is to use the 2022 Annual Update and Inventory Report (AUIR) volume plus the trip bank volume. The higher of the two determinations is to be used in the Roadway Link Level of Service analysis.

Table 4, Background Traffic without Project illustrates the application of projected growth rates to generate the projected background (without project) peak hour peak direction traffic volume for the build-out year 2028

Table 4
Background Traffic without Project (2022 - 2028)

Roadway Link	CC AUIR Link ID #	Roadway Link Location	2022 AUIR Pk Hr, Pk Dir Background Traffic Volume (trips/hr)	Projected Traffic Annual Growth Rate (%/yr)*	Growth Factor	2028 Projected Pk Hr, Peak Dir Background Traffic Volume w/out Project (trips/hr) Growth Factor**	Trip Bank	2028 Projected Pk Hr, Peak Dir Background Traffic Volume w/out Project (trips/hr) Trip Bank***
Tamiami Trl	93.0	Project to Lely Resort Blvd	2,110	2.00%	1.1262	2,377	610	**2,720**
Tamiami Trl	93.0	Lely Resort Blvd to Triangle Blvd	2,110	2.00%	1.1262	2,377	610	**2,720**
Tamiami Trl	93.0	Project to Rattlesnake Hammock Rd	2,110	2.00%	1.1262	2,377	610	**2,720**

Note(s): *Annual Growth Rate – based on peak hour, peak direction volume (from 2008 through 2022), or 2% minimum.
**Growth Factor = (1 + Annual Growth Rate)^6. 2028 Projected Volume = 2022 AUIR Volume x Growth Factor.
***2028 Projected Volume = 2022 AUIR Volume + Trip Bank.
The projected 2028 Peak Hour – Peak Direction Background Traffic is the greater of the Growth Factor or Trip Bank calculation, which is **underlined** and **bold** as applicable.

Existing and Future Roadway Network

The existing roadway conditions are extracted from the Collier County 2022 AUIR. Roadway improvements that are currently under construction or are scheduled to be constructed within the five-year Transportation Improvement Plan (TIP) or Capital Improvement program (CIP) are considered to be committed improvements. Based on our review of the most current Five Year Work Program available for Collier County and Florida Department of Transportation (FDOT), no roadway improvements were identified for the analyzed roadway network. As such, the existing roadway segment capacities are anticipated to remain unchanged through project build-out.

The existing and future roadway conditions are illustrated in **Table 5: Existing and Future Roadway Conditions**.

Table 5
Existing and Future Roadway Conditions

Roadway Link	CC AUIR Link ID #	Roadway Link Location	2022 Roadway Condition	Min. Standard LOS	2022 Peak Dir, Peak Hr Capacity Volume	2028 Roadway Condition	2028 Peak Dir, Peak Hr Capacity Volume
Tamiami Trl	93.0	Project to Lely Resort Blvd	6D	E	3,000(EB)	6D	3,000(EB)
Tamiami Trl	93.0	Lely Resort Blvd to Triangle Blvd	6D	E	3,000(EB)	6D	3,000(EB)
Tamiami Trl	93.0	Project to Rattlesnake Hammock Rd	6D	E	3,000(EB)	6D	3,000(EB)

Note(s): 2U = 2-lane undivided roadway; 4D, 6D, 8D = 4-lane, 6-lane, 8-lane divided roadway, respectively; LOS = Level of Service.

Project Impacts to Area Roadway Network-Link Analysis

The Collier County Transportation Planning Services developed Level of Service (LOS) volumes for the roadway links impacted by the project, which are evaluated to determine the project impacts to the area roadway network in the future horizon year 2028. The Collier County Transportation Planning Services guidelines have determined that a project will be considered to have a significant and adverse impact if **both** the percentage volume capacity exceeds 2% of the capacity for the link directly accessed by the project and for the link adjacent to the link directly accessed by the project; 3% for other subsequent links **and** if the roadway is projected to operate below the adopted LOS standard.

Table 6: Roadway Link Level of Service (LOS) – with Project in the Year 2028 illustrates the LOS traffic impacts of the project to the area roadway network. As illustrated in Table 6, the project will generate a de minimus impact on the area roadway network. None of the analyzed links are projected to have a significant impact or exceed the adopted LOS standard with or without the project at 2028 build-out conditions.

The proposed development is not located within the Collier County's Transportation Concurrency Exception Area (TCEA). In addition, the proposed development is not situated within the County's designated Transportation Concurrency Management Area (TCMA). The TCEA's and TCMA's designations are provided in Policy 5.4 and 5.6 of the Transportation Element – Collier County Growth Management Plan (GMP).

Policy 5.1 of the Collier County Transportation Element of the Growth Management Plan (GMP) states that "the County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway

segment that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service Standard within the five year AUIR planning period, unless specific mitigating stipulations are also approved."

Table 6
Roadway Link Level of Service (LOS) – with Project in the Year 2028

Roadway Link	CC AUIR Link ID #	Roadway Link Location	2028 Peak Dir, Peak Hr Capacity Volume	Roadway Link, Peak Dir, Peak Hr (Project Vol Added)*	2028 Peak Dir, Peak Hr Volume w/Project**	% Vol Capacity Impact by Project	Min LOS exceeded without Project? Yes/No	Min LOS exceeded with Project? Yes/No
Tamiami Trl	93.0	Project to Lely Resort Blvd	3,000(EB)	**EB-25**	**2,745**	0.83%	No	No
Tamiami Trl	93.0	Lely Resort Blvd to Triangle Blvd	3,000(EB)	**EB-16**	**2,736**	0.53%	No	No
Tamiami Trl	93.0	Project to Rattlesnake Hammock Rd	3,000(EB)	**EB-29**	**2,749**	0.97%	No	No

Note(s): *Refer to **Table 3** from this report.
2028 Projected Volume = 2028 background (refer to **Table 4) + Project Volume added.

Access Management

Existing US 41 (Tamiami Trail East) is a six-lane divided roadway. It is an Access Class 3 with a 50 mph posted speed limit and design speed. Future geometric conditions are unchanged. The access to US 41 is an existing right-in / right-out access with turn lane.

A detailed evaluation of the proposed site access point will be performed at the time of site development permitting/platting to determine turn lane requirements and capacity availability, as applicable.

Improvement Analysis

Based on the results illustrated within this traffic analysis, the proposed project not a significant traffic generator for the roadway network at this location. The analyzed roadway network facilities have sufficient capacity to accommodate the proposed project within the 5-year planning period.

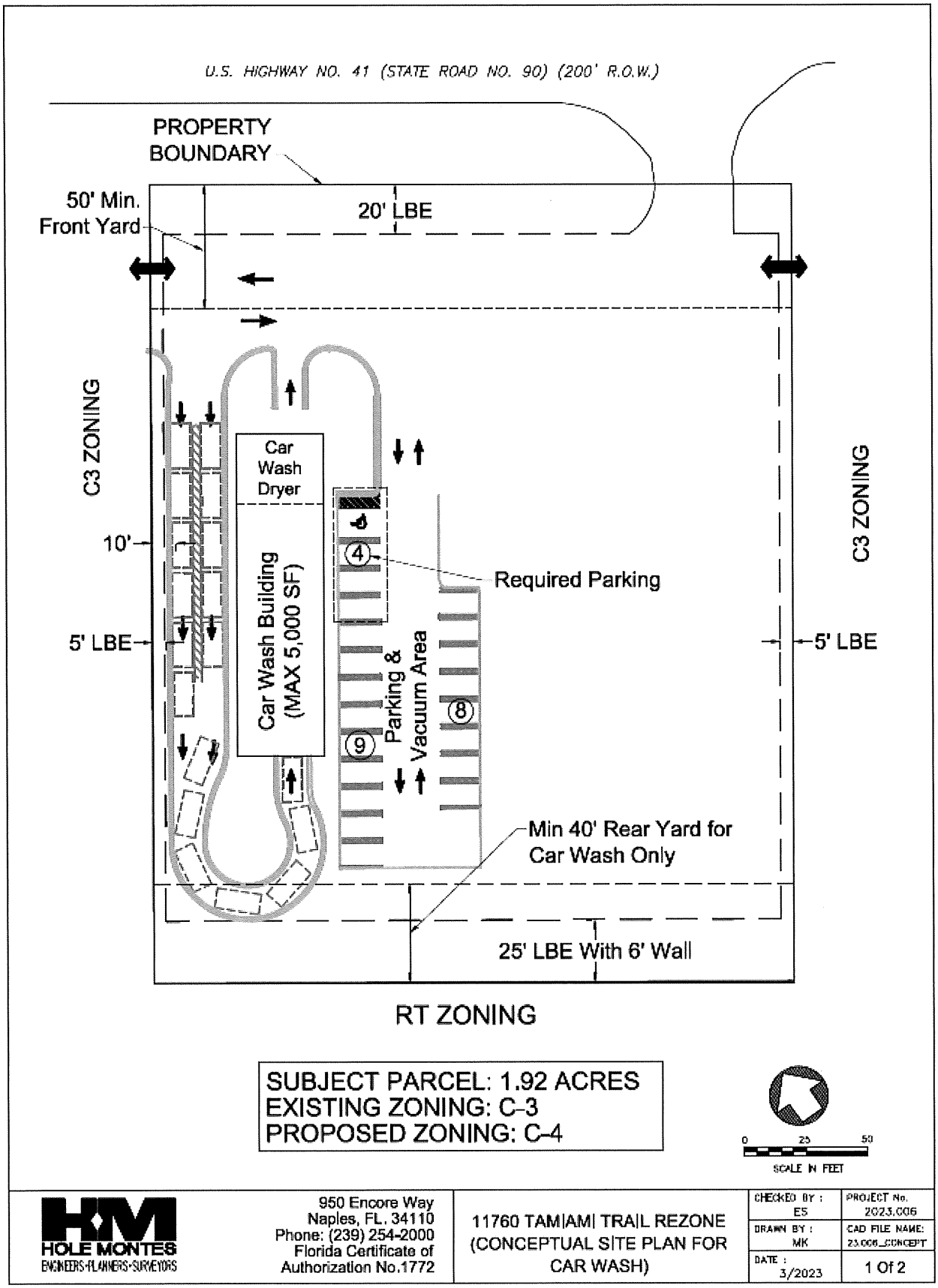
The maximum total daily trip generation for the proposed development shall not exceed 127 two-way PM peak hour net new trips based on the land use codes in the ITE Trip Generation Manual in effect at the time of the application for SDP/SDPA or subdivision plat approval.

Mitigation of Impact

The developer proposes to pay the appropriate Collier County Road Impact Fee as building permits are issued for the project.

Appendix A:

Master Concept Plan


U.S. HIGHWAY NO. 41 (STATE ROAD NO. 90) (200' R.O.W.)
PROPERTY BOUNDARY
50' Min. Front Yard
20' LBE
C3 ZONING
C3 ZONING
10'
5' LBE
5' LBE
Car Wash Dryer
Car Wash Building (MAX 5,000 SF)
Parking & Vacuum Area
4
8
9
Required Parking
Min 40' Rear Yard for Car Wash Only
25' LBE With 6' Wall
RT ZONING
SUBJECT PARCEL: 1.92 ACRES
EXISTING ZONING: C-3
PROPOSED ZONING: C-4
0
25
50
SCALE IN FEET
HOLE MONTES
ENGINEERS·PLANNERS·SURVEYORS
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of Authorization No.1772
11760 TAMIAMI TRAIL REZONE (CONCEPTUAL SITE PLAN FOR CAR WASH)
CHECKED BY : ES
PROJECT No. 2023.006
DRAWN BY : MK
CAD FILE NAME: 23.006_CONCEPT
DATE : 3/2023
1 Of 2

Appendix B:

Methodology Meeting

INITIAL MEETING CHECKLIST

Suggestion: Use this Appendix as a worksheet to ensure that no important elements are overlooked. Cross out the items that do not apply, or N/A (not applicable).

Date: March 13, 2023 Time: N/A

Location: N/A – Via Email

People Attending:
Name, Organization, and Telephone Numbers

1) Michael Sawyer – Collier County Transportation Planning
2) David Dratnol, TCS

Study Preparer:
Preparer's Name and Title: David A. Dratnol, PE
Organization: Trebilcock Consulting Solutions, PA
Address: 2800 Davis Blvd, Suite 200, Naples, FL 34104
ph 239-566-9551

Reviewer(s):
Reviewer's Name & Title: Michael Sawyer
Organization & Telephone Number: Transportation Planning
ph 239-252-2613

Applicant:
Applicant's Name: Hole Montes, Inc.
Address: 950 Encore Way, Naples, FL 34110
Telephone Number: 239-254-2018

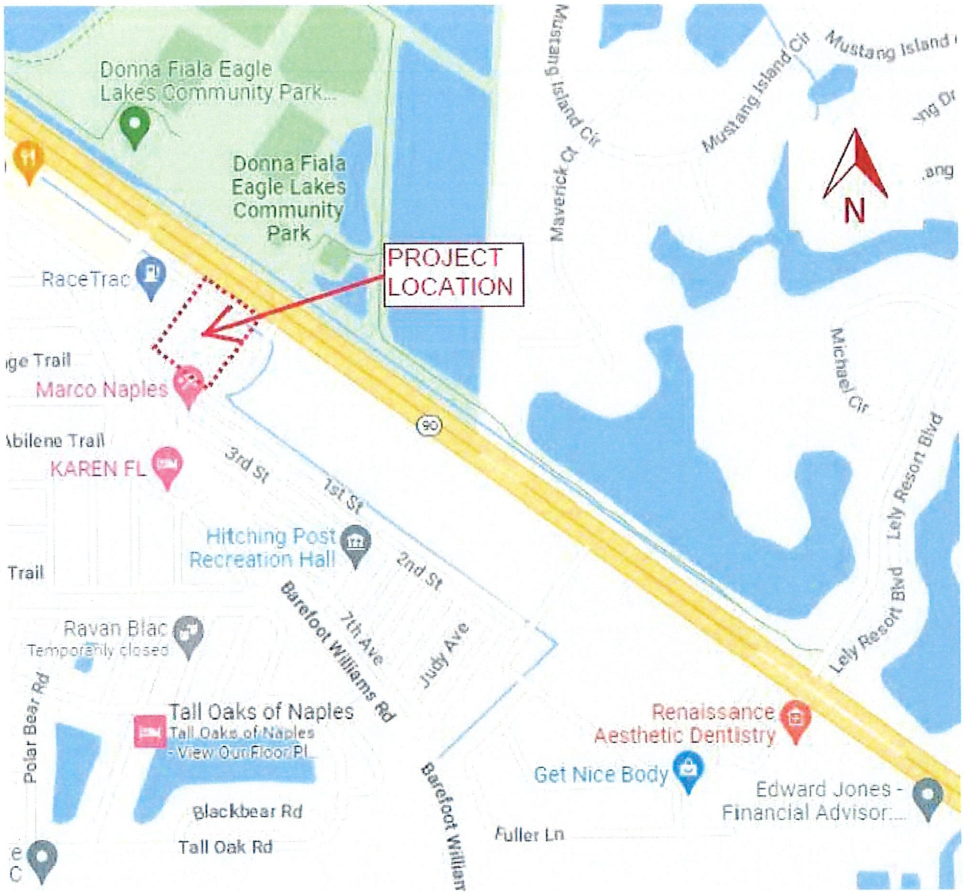
Proposed Development:
Name: 11760 Tamiami Trail East
Location: South side of Tamiami Trail East, East of Barefoot Williams Road (refer to **Figure 1**)
Land Use Type: Restaurant and Automated Car Wash
ITE Code #: LUC 934 Fast-Food Restaurant with Drive-Through Window and LUC 948 Automated Car Wash
Description: The TIS is in support of a rezone. The 11760 Tamiami Trail East proposal includes construction of a 5,000 square foot (SF) Fast-Food Restaurant with Drive-Through Window and a 5,000 SF 1 Tunnel Car Wash. Project access is via an existing right-in / right-out access to Tamiami Trail East and cross-access with the existing gas station to the west and cross-access with the parcel to the east..

Zoning
Existing: C-3 Commercial Intermediate District
Comprehensive plan recommendation: No change

Page **1** of **14**

Requested: Rezone to C-4 General Commercial District.

Figure 1 – Project Location Map



Findings of the Preliminary Study: The project is not located within a TCMA or TCEA designated area.

Study type: Since estimated project net new traffic volume exceeds 100 PM 2-way peak hour trips, this study qualifies as a Major Study TIS.

The ITE Trip Generation Manual does not provide daily or AM peak hour traffic data for the Automated Car Wash – LUC 948. In addition, consistent with the nature of this business, typically PM peak hour traffic activity is more intense than the AM peak hour. So the TIS will include trip generation (PM Peak Hour for the car wash), traffic distribution and assignments, significance test (based on 2%/2%/3% criterion), and roadway link analysis. Site operational analysis will be analyzed in the TIS for the future site development plan application. While ITE

results in a 25% internal capture, per TIS Guidelines, the internal capture will be limited to 20%. No intersection analysis will be performed. Refer to **Figure 2** for the distribution of project traffic.

Figure 2: Distribution of Project Traffic



Roadway concurrency analysis – based on PM Peak Hour weekday traffic – 2%/2%/3% criterion.

Study Type: (if not net increase, operational study)

Small Scale TIS ☐ Minor TIS ☐

Major TIS ☒

Study Area:
Boundaries: Tamiami Trail East from Rattlesnake Hammock Road to Collier Boulevard. No intersection analysis will be performed.
Additional intersections to be analyzed: N/A
Build-out Year: 2028
Planning Horizon Year: 2028
Analysis Time Period(s): Concurrency – PM Peak Hour.
Future Off-Site Developments: N/A
Source of Trip Generation Rates: ITE 11th Edition

Reductions in Trip Generation Rates:
None: N/A
Pass-by trips: 50% for fast-food restaurant with drive-through window
Internal trips: Internal capture between car wash and restaurant.
Transit use: N/A
Other: N/A

Horizon Year Roadway Network Improvements: 2028

Methodology & Assumptions:
Non-site traffic estimates: Collier County traffic counts and 2022 AUIR
Site-trip generation: OTISS – ITE 11th Edition
Trip distribution: Engineer's Estimate
Traffic assignment method: project trip generation with background growth
Traffic growth rate: historical growth rate or 2% minimum
Turning movement assignment: Turning movement analysis will be performed at the time of future site development plan application TIS when final actual development parameters are available.

Special Features: (from preliminary study or prior experience)
Accidents locations: N/A
Sight distance: N/A
Queuing: N/A
Access location & configuration: N/A
Traffic control: MUTCD
Signal system location & progression needs: N/A
On-site parking needs: N/A
Data Sources: CC 2022 AUIR; CC Traffic Counts
Base maps: N/A
Prior study reports: N/A
Access policy and jurisdiction: N/A
Review process: N/A
Requirements: N/A
Miscellaneous: N/A

Small Scale Study – No Fee	_____
Minor Study - $750.00	_____
Major Study - $1500.00	X
Methodology Fee $500.00	X
Includes 0 intersections	_____
Additional Intersections - $500.00 each	_____

All fees will be agreed to during the Methodology meeting and must be paid to Transportation prior to our sign-off on the application.

==========

SIGNATURES

David A. Dratnol

Study Preparer—David A. Dratnol

_____

Reviewer(s)

_____

Applicant

Collier County
Traffic Impact Study Review Fee Schedule

Fees will be paid incrementally as the development proceeds: Methodology Review, Analysis Review, and Sufficiency Reviews. Fees for additional meetings or other optional services are also provided below.

Methodology Review - $500 Fee
Methodology Review includes review of a submitted methodology statement, including review of submitted trip generation estimate(s), distribution, assignment, and review of a "Small Scale Study" determination, written approval/comments on a proposed methodology statement, and written confirmation of a re-submitted, amended methodology statement, and one meeting in Collier County, if needed.

"Small Scale Study" Review - No Additional Fee (Includes one sufficiency review)
Upon approval of the methodology review, the applicant may submit the study. The review includes: a concurrency determination, site access inspection and confirmation of the study compliance with trip generation, distribution and maximum threshold compliance.

"Minor Study Review" - $750 Fee (Includes one sufficiency review)
Review of the submitted traffic analysis includes: optional field visit to site, confirmation of trip generation, distribution, and assignment, concurrency determination, confirmation of committed improvements, review of traffic volume data collected/assembled, review of off-site improvements within the right-of-way, review of site access and circulation, and preparation and review of "sufficiency" comments/questions.

"Major Study Review" - $1,500 Fee (Includes two intersection analysis and two sufficiency reviews)
Review of the submitted traffic analysis includes: field visit to site, confirmation of trip generation, special trip generation and/or trip length study, distribution and assignment, concurrency determination, confirmation of committed improvements, review of traffic volume data collected/assembled, review of traffic growth analysis, review of off-site roadway operations and capacity analysis, review of site access and circulation, neighborhood traffic intrusion issues, any necessary improvement proposals and associated cost estimates, and preparation and review of up to two rounds of "sufficiency" comments/questions and/or recommended conditions of approval.

"Additional intersection Review" - $500 Fee
The review of additional intersections shall include the same parameters as outlined in the "Major Study Review" and shall apply to each intersection above the first two intersections included in the "Major Study Review"

"Additional Sufficiency Reviews" - $500 Fee
Additional sufficiency reviews beyond those initially included in the appropriate study shall require the additional Fee prior to the completion of the review.

Appendix A: Trip Generation ITE 11th Edition

Scenario - 3

Scenario Name: Weekday
Dev. phase: 1
Analyst Note:
Warning:
User Group:
No. of Years to Project: 0
Traffic :

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday	Average	1169	1169	2338
Data Source: Trip Generation Manual, 11th Ed					467.48	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0	0	1169	1169
	2338		0		2338	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Restaurant

BALANCED PERSON TRIPS:

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window			
Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:
934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	
Vehicle Occupancy	1.00	1.00	
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	2338

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	1169	1169	2338
Internal Vehicle Trips	0	0	0
External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	1169	1169	2338

Scenario - 2

Scenario Name: AM Peak Hour
Dev. phase: 1
Analyst Note:
Warning:

User Group:
No. of Years to Project: 0
Traffic:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Site	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	114	109	223
Data Source: Trip Generation Manual, 11th Ed					44.61	51%	49%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	51	49

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0	0	114	109
	223		0		223	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

	Entry	Exit	Total
Internal Person Trips From			
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:
934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	50.00%	50.00%	57	55

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	57	54	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	57	54	111

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	114	109	223
Internal Vehicle Trips	0	0	0
External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	57	55	112
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	57	54	111

Scenario - 1

Scenario Name: PM Peak Hour | User Group:
Dev. phase: 1 | No. of Years to Project: 0
Analyst Note: | TreHo :
Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method: Rate/Equation	Entry: Split%	Exit: Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	86	79	165
Data Source: Trip Generation Manual, 11th Ed					33.03	52%	48%	
948 - Automated Car Wash	General Urban/Suburban	Car Wash Tunnels	1	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	39	39	78
Data Source: Trip Generation Manual, 11th Ed					77.30	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share: Entry (%)	Baseline Site Vehicle Mode Share: Exit (%)	Baseline Site Vehicle Occupancy: Entry	Baseline Site Vehicle Occupancy: Exit	Baseline Site Vehicle Directional Split: Entry (%)	Baseline Site Vehicle Directional Split: Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	52	48
948 - Automated Car Wash	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle: Entry	Person Trips by Vehicle: Exit	Person Trips by Other Modes: Entry	Person Trips by Other Modes: Exit	Total Baseline Site Person Trips: Entry	Total Baseline Site Person Trips: Exit
934 - Fast-Food Restaurant with Drive-Through Window	86	79	0	0	86	79
	165		0		165	
948 - Automated Car Wash	39	39	0	0	39	39
	78		0		78	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Restaurant
948 - Automated Car Wash	Retail

BALANCED PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Persons Exit	PAF	UPTC	Unconstrained Demand	==>>> BALANCED <<<==	Unconstrained Demand	UPTC	PAF	Persons Entry
79	1	41	33	19	19	50	1	39
Persons Entry	PAF	UPTC	Unconstrained Demand	<<<== BALANCED ==>>>	Unconstrained Demand	UPTC	PAF	Persons Exit
96	1	29	25	11	11	29	1	39

948 - Automated Car Wash

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
948 - Automated Car Wash	11	19	31
Total Internal Person Trips	**11**	**19**	**30**

948 - Automated Car Wash

Internal Person Trips From	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	19	11	31
Total Internal Person Trips	**19**	**11**	**30**

INTERNAL VEHICLE TRIPS AND CAPTURE:

934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	11	19	30
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**11**	**19**	**30**
Total External Vehicle Trips	75	60	135
Internal Vehicle Trip Capture	**15%**	**24%**	**0%**

948 - Automated Car Wash

Total Internal Person Trips	19	11	30
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**19**	**11**	**30**
Total External Vehicle Trips	20	28	48
Internal Vehicle Trip Capture	**49%**	**28%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-By Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	75	60	50.00%	50.00%	38	30
948 - Automated Car Wash	20	28	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	75	60	0.00%	0.00%	0	0
948 - Automated Car Wash	20	28	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	37	30	0.00%	0.00%	0	0
948 - Automated Car Wash	20	28	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	37	30	67
948 - Automated Car Wash	20	28	48

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	125	118	243
Internal Vehicle Trips	30	30	60
External Vehicle Trips	95	88	183
Internal Vehicle Trip Capture	24%	25%	25%
Pass-by Vehicle Trips	38	30	68
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	57	58	115

Appendix C:

Trip Generation Calculations

Land Use: 934
Fast-Food Restaurant with Drive-Through Window

Description

This land use includes any fast-food restaurant with a drive-through window. This type of restaurant is characterized by a large drive-through and large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. The restaurant does not provide table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alaska, Alberta (CAN), California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

163, 164, 168, 180, 181, 241, 245, 278, 294, 300, 301, 319, 338, 340, 342, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 977, 1050, 1053, 1054

Land Use: 948
Automated Car Wash

Description

An automated car wash is a facility that allows for the mechanical cleaning of the exterior of vehicles. Manual cleaning service may also be available at the facility. Self-service car wash (Land Use 947) and car wash and detail center (Land Use 949) are related uses.

Additional Data

The sites were surveyed in the 1990s and the 2000s in New Jersey, New York, and Washington.

Source Numbers

552, 555, 585, 599, 954

Scenario - 1

Scenario Name: PM Peak Hr Comparison
User Group:
Dev. phase: 1
No. of Years to Project Traffic: 0
Analyst Note:
Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	location	IV	Site	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
948 - Automated Car Wash	General Urban/Suburban	Car Wash Tunnels	1	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	39	39	78
Data Source: Trip Generation Manual, 11th Ed					77.50	50%	50%	
948(1) - Automated Car Wash	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	36	36	72
Data Source: Trip Generation Manual, 11th Ed					14.20	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
948 - Automated Car Wash	100	100	1	1	50	50
948(1) - Automated Car Wash	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
948 - Automated Car Wash	39	39	0	0	39	39
	78		0		78	
948(1) - Automated Car Wash	36	36	0	0	36	36
	72		0		72	

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
948 - Automated Car Wash	39	39	78
948(1) - Automated Car Wash	36	36	72

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	75	75	150
External Vehicle Trips	75	75	150
New Vehicle Trips	75	75	150

Scenario - 3

Scenario Name: Weekday
Dev. phase: 1
Analyst Note:
Warning:
User Group:
No. of Years to Project Traffic : 0

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday	Average	1169	1169	2338
Data Source: Trip Generation Manual, 11th Ed					467.48	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0	0	1169	1169
	2338		0		2338	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:
934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	2338

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	1169	1169	2338
Internal Vehicle Trips	0	0	0
External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	1169	1169	2338

Scenario - 2

Scenario Name: AM Peak Hour
Dev. phase: 1
Analyst Note:
Warning:
User Group:
No. of Years to Project Traffic: 0

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	114	109	223
Data Source: Trip Generation Manual, 11th Ed					44.61	51%	49%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	51	49

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0	0	114	109
	223		0		223	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:
934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	50.00%	50.00%	57	55

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	57	54	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	57	54	111

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	114	109	223
Internal Vehicle Trips	0	0	0
External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	57	55	112
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	57	54	111

Scenario - 1

Scenario Name: PM Peak Hour
Dev. phase: 1
Analyst Note:
Warning:

User Group:
No. of Years to Project Traffic : 0

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	86	79	165
Data Source: Trip Generation Manual, 11th Ed					33.03	52%	48%	
948 - Automated Car Wash	General Urban/Suburban	Car Wash Tunnels	1	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	39	39	78
Data Source: Trip Generation Manual, 11th Ed					77.50	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	52	48
948 - Automated Car Wash	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	86	79	0	0	86	79
	165		0		165	
948 - Automated Car Wash	39	39	0	0	39	39
	78		0		78	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant
948 - Automated Car Wash	Retail

BALANCED PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window								948 - Automated Car Wash
Persons Exit	PAF	UIPTC	Unconstrained Demand	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
79	0.7	41	23	**14**	14	50	0.7	39
Persons Entry	PAF	UIPTC	Unconstrained Demand	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
86	0.7	29	17	**8**	8	29	0.7	39

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
948 - Automated Car Wash	8	14	21
Total Internal Person Trips	**8**	**14**	**22**

948 - Automated Car Wash

Internal Person Trips From	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	14	8	21
Total Internal Person Trips	**14**	**8**	**22**

INTERNAL VEHICLE TRIPS AND CAPTURE:

934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	8	14	22
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**8**	**14**	**22**
Total External Vehicle Trips	78	65	143
Internal Vehicle Trip Capture	**9%**	**18%**	**0%**

948 - Automated Car Wash

Total Internal Person Trips	14	8	22
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**14**	**8**	**22**
Total External Vehicle Trips	25	31	56
Internal Vehicle Trip Capture	**36%**	**21%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	78	65	50.00%	50.00%	39	33
948 - Automated Car Wash	25	31	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	78	65	0.00%	0.00%	0	0
948 - Automated Car Wash	25	31	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	39	32	0.00%	0.00%	0	0
948 - Automated Car Wash	25	31	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	39	32	71
948 - Automated Car Wash	25	31	56

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	125	118	243
Internal Vehicle Trips	22	22	44
External Vehicle Trips	103	96	199
Internal Vehicle Trip Capture	18%	19%	19%
Pass-by Vehicle Trips	39	33	72
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	64	63	127

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

RESPONSE LETTER DATED 6/27/2024

Bowman

June 27, 2024

Michele Mosca, Planner III
Collier County Government – Comprehensive Planning
2800 North Horseshoe Drive
Naples, FL 34104

Re: Barefoot Williams Commercial Subdistrict SSGMPA
(PL-20220005822)
HM File No.: 2023.006

Dear Ms. Mosca:

We are in receipt of the County Comment Letter and offer the following responses and request to be scheduled for hearing:

COMPREHENSIVE PLANNING REVIEW – MICHELE MOSCA
Review #3

1. Market Study:

1) Explain the correlation, if any, between the proposed car wash target users aged 35 yrs. to 55 yrs., identified on pages 3 and 7 of the Study, and the number of total users/drivers 15 years and older, identified in the demand analysis beginning on page 11.

(Note: Staff recognizes the demand analysis is based on all drivers aged 15 yrs. and older; however, certain statistical data are provided for target users aged 35 yrs. to 55 yrs. If the target users are the focus of the Study, please revise all relevant tables and the Demand Section of the Study to reflect that age group. If the focus of the Study is all drivers aged 15 yrs. and older, please explain how the statistics provided for the target users are applicable to the non-target users.)

Response: There is no correlation. The target users age range was a national average and used for marketing purposes. The local focus is on the number of registered cars in the market area and their propensity to use local car wash facilities.

2) 5.0, Market Demographics, Pg. 6 – If the statistic regarding "target age of users is 35 to 55" is significant to the overall study, please revise Table 5.1 to include household data by age and gender, and other applicable sections of the Study, as appropriate.

950 Encore Way, Naples, FL 34110
P: 239.254.2000
bowman.com

Response: As noted in #1, the target age of users is not significant or relevant to the overall study.

3) 5.1, Car Wash Consumer Demographics, Pg. 7 – The figure of 7,900 for target age customers does not equal the population totals identified in Table 5.2. If an estimate was included in the total for customers aged 55 yrs., please include this estimate in the table for both genders.

Response: As noted in #1, the target age of users is not significant or relevant to the overall study. Therefore Table 5.2 is irrelevant to the study and was only included to compare to the national average.

4) 6.0, Market Area Automotive Demographics, Table 6.0 – Staff was unable to locate a subset of the "Vehicle Cleaning Services including Car Washes," such as auto detailing services, etc. in ESRI. If a subgroup of this category exists, please provide the expenditures for car wash services only. If there is no breakdown of this category, please provide a list of other vehicle cleaning services that potentially would be included in the overall category.

Response: Consultant was also unable to locate a subset of the "Vehicle Cleaning Services including Car Washes" category. The reason for this table is to provide information as to the amount of money spent on vehicle cleaning services in the market area. This information is not used in any of the demand/supply calculations.

5) 7.0, Demand, Pgs. 11 -12 – The methodology used to calibrate the total licensed drivers to determine the total number of registered vehicles in the county appears to be overstated by +57,539 vehicles. The county's current registered vehicle figure prepared by the FLHSMV is 348,718 for all autos and pickup trucks, as of 3/2024. Please explain why the methodology used in the Study is preferred over the figure provided by the State or use the State's figure for the demand analysis. (Note: Revising the figure to reflect the State's figure will require revisions to the Demand Section of the Study.)

Response: Consultant agrees that the information source for the registered vehicle figure prepared by FLHSMV is a more reliable source of information. The Consultant included the FLHSMV data in the demand portion of the analysis. Here are the two demographic tables used in the analysis:

TABLE 7.2 Collier County Demographic and Income Profile

esri Demographic and Income Profile

Collier County, FL 2
Collier County, FL (12021)
Geography: County

Prepared by Esri

	Census 2010		2023		2028	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	16,836	5.2%	17,666	4.5%	18,556	4.5%
5 - 9	17,277	5.4%	19,173	4.8%	19,270	4.7%
10 - 14	17,451	5.4%	20,113	5.1%	20,611	5.0%
15 - 19	17,613	5.5%	19,268	4.9%	19,453	4.7%
20 - 24	15,516	4.8%	17,771	4.5%	17,586	4.3%
25 - 34	32,550	10.1%	40,162	10.1%	39,092	9.5%
35 - 44	35,557	11.1%	40,577	10.2%	43,638	10.6%
45 - 54	40,829	12.7%	40,825	10.3%	40,491	9.9%
55 - 64	42,940	13.4%	54,390	13.7%	51,132	12.5%
65 - 74	46,154	14.4%	67,152	16.9%	69,158	16.9%
75 - 84	29,290	9.1%	44,708	11.3%	52,946	12.9%
85+	9,507	3.0%	15,035	3.8%	18,462	4.5%
Total 15+ Population			339,888		351,958	

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

TABLE 7.3 Market Area Demographic and Income Profile

esri Demographic and Income Profile

11760 Tamiami Trl E, Naples, Florida, 34113
3-Mile Radius

Prepared by Esri

	Census 2010		2023		2028	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	1,467	5.6%	1,516	4.4%	1,579	4.3%
5 - 9	1,426	5.4%	1,613	4.7%	1,605	4.4%
10 - 14	1,290	4.9%	1,595	4.7%	1,743	4.8%
15 - 19	1,359	5.2%	1,458	4.3%	1,543	4.2%
20 - 24	1,146	4.4%	1,282	3.7%	1,279	3.5%
25 - 34	2,574	9.8%	3,121	9.1%	2,788	7.6%
35 - 44	2,597	9.9%	3,151	9.2%	3,575	9.8%
45 - 54	2,827	10.7%	3,289	9.6%	3,396	9.3%
55 - 64	3,517	13.4%	4,758	13.9%	4,814	13.1%
65 - 74	4,346	16.5%	6,523	19.1%	6,933	18.9%
75 - 84	2,851	10.8%	4,437	13.0%	5,583	15.2%
85+	912	3.5%	1,461	4.3%	1,819	5.0%
Total 15+ Population			29,480		31,730	

Using the demographic information above, the Consultant then estimated the population for 2033 based on the growth between 2023 and 2028. The Consultant also estimated the number of registered cars in the County for 2028 and 2033 and the market area based on the current (2024) cars per person (1.03) in the County. The reason for looking out to

2033 provides for a future analysis of the demand and supply for a full-service car wash if needed to accommodate the future growth of the market area. The revised supply/demand analysis is shown in Table 7.4.

TABLE 7.4 Market Area Demographic and Income Profile

	2023	2028	2033
Total Cars in Collier County (FLHSMV 3/3/24)	348,718	361,102	373,485
Collier Population 15+ (Table 7.2)	339,888	351,958	364,028
Cars per Person 15+	1.03	1.03	1.03
Market Area Population 15+ (Table 7.3)	29,480	31,730	33,980
Cars in Market Area	30,246	32,554	34,863
Percent of Cars Washed	66.0%	66.0%	66.0%
Times per month	1	1	1
Times per Year	12	12	12
Total Potential Car Washes	239,547	257,830	276,113
Average Car Wash customers per Year (Appendix C)	45,750	45,750	45,750
Number of Market Area Car Wash Businesses Required	5.24	5.64	6.04

= Estimated based on 2024 FLHSMV cars per person
= Estimated based on 2023-2028 population growth

Table 7.4 shows that currently there is a need for one (1) car wash in the market area as there is a demand for 5.24 car wash facilities in the market area while there are five (5) existing car wash facilities serving that demand. Looking out to the horizon year of 2033, the demand requires another full-service car wash facility.

6) 9.0, Potential C-4 and C-5 Sites and PUDs – 1) The Downtowner Car Wash (a competitor, pg. 15) is not adjacent or connected to a fuel station and is approximately 3 miles from the proposed car wash. Additionally, there are other car washes throughout the county (e.g., Luv-A-Wash on Pine Ridge Rd. and Auto Spa Naples on the N. Tamiami Trail) that are not adjacent to fuel stations. Please explain in detail why a car wash would not be suitable on a property within the market area that is currently zoned C-4 and not adjacent to a fuel station. 2) Also, please explain in detail, if known or anticipated, the impact that this proposed car wash will have on the other 5 car washes currently operating within the same 3-mile radius (market area) – i.e., market share reallocation, if any.

Response:

1.) The report does not specifically address the requirement for a car wash facility to be located adjacent to a fuel station. The location of a car wash facility next to or a part of a fuel station is synergistic but not an absolute requirement.

2.) ***Markets are efficient in terms of supply and demand. The supply always rises to meet demand (new facilities) or will decrease if there is an over supply (facilities closing or changing use). In the case of this market area, there is a demand for one additional car was facility by the horizon year of 2033. The current demand is just over available supply, so it is being absorbed by the existing facilities.***

A new car wash facility will absorb most of the future growth and will take away a portion of the existing facilities' demand. However, that demand will be filled by the growth around the existing facility that won't be accommodated by the new facility most likely due to geographic distances. The market will again be in equilibrium.

2. Exhibit IV.B:
   1) Barefoot Williams Commercial Subdistrict text, Pg. 2, 1st Paragraph – Revise to state that Barefoot Williams Road is approximately 350 feet "*East*"…
   2) Subdistrict text, Pg. 3, b.1. – Remove "and by conditional use" to make the text/uses consistent with the proposed rezone petition.

Response: Revised as requested.

3. The rezone petition and GMPA petition include LDC deviations for side yard setbacks, LBEs, and landscape islands. Please provide justification for these reductions and provide a typical site plan with the proposed uses (car wash and fast food), setbacks, and LBEs, so staff can evaluate the on-site traffic circulation.

Response: Please see the companion Rezone Application - Response Letter Supplement document. This document details the conditions of approval and if the proposed standards deviate from the LDC requirements, are derived from the draft US 41 EZO LDC Amendments, or if it is a design standard that exceeds the minimum LDC requirements. A detailed concept plan (Potential Development Scenario) is also included to demonstrate the vehicular flow of the site.

COUNTY ATTORNEY REVIEW – HEIDI ASHTON-CICKO
Review #3

1. GMP text: First paragraph, line 5: Please replace "Intermediate Commercial District" with "Commercial Intermediate District." 3-12-24 UPDATE: Please capitalize the first letter in each word in "Commercial Intermediate."

Response: Revised as requested.

2. GMP text: p. 3 of 4. Subparagraph c.2 a). There is no residentially zoned property adjacent to the side yard of the subject property. To the west is Racetrac. To the east is the proposed Home Depot PUD.

   Response: The language related to a side yard setback adjacent to residentially zoned property has been removed. This subparagraph now only references a side yard setback when adjacent to commercially zoned property.

3. GMP text: p. 3 of 4. Subparagraph c.2 b). Where will the sound barrier be located? To the rear?

   Response: Yes, the sound barrier will be located along the rear of the property. The GMP text has been revised to clarify the location.

GENERAL COMMENTS – MICHELE MOSCA

1. Please be advised that pursuant to the LDC, a petition can be considered closed if there has been no activity on the petition for a period of six (6) months. In addition, a GMP Amendment application that is a companion item can likewise be considered closed. That six-month period will be calculated from the date of this letter.
2. Additional comments or stipulations may be forthcoming once a sufficient petition has been submitted for review. This correspondence should not be construed as a position of support or non-support for any issues within the petition. Staff will analyze the petition and the recommendation will be contained in the staff report prepared for the Collier County Planning Commission (CCPC) or Hearing Examiner (HEX).
3. Please ensure that all members of your team that may testify before the HEX or CCPC and the Board of County Commissioners (BCC) are registered as lobbyists with the County pursuant to the regulations regarding that issue.
4. When addressing review comments, please provide a cover letter outlining your response to each comment. Include a response to all comments.
5. Please put revised dates on all exhibits and in the title block of all Plans. The PUD document should include a footer that reflects the project name, petition number, date and page X of Y for the entire document. Documents without this information will be rejected.
6. A partial resubmittal cannot be accepted; please do not resubmit until you can respond to ALL review comments.
7. Public hearings cannot be held until the Neighborhood Information Meeting (NIM) criteria has been met. In some petition types a NIM must be held while other petition types only require the agent to send a letter. All letters and newspaper ads must be pre-approved by

the county planner. For additional information about the process please contact me. Please note that the NIM must be held at least 15 days prior to the first hearing. As you prepare for that meeting, please be aware of the following items:

a) Please provide the required NIM notice affidavit and its attachments prior to the meeting (in compliance with the LDC); and
b) Please post signs to direct attendees to the exact meeting location; and
c) Please ensure that there is sound amplification equipment available and working for this meeting. If there is no permanent equipment, please bring a tested/working portable microphone; and
d) You must provide a written synopsis of the meeting that includes a list of all questions and answers as well as providing the audio/video tape; and
e) Please prepare documents for hand out to all NIM attendees and the public hearing file, that show the differences in the uses that would be allowed in the existing and proposed zoning districts. This request is based upon recent CCPC direction.

8. Pursuant to F.S. 125.022, exhibits and application materials are subject to review upon each resubmittal until deemed sufficient and complete. Should the project receive a third request for additional information, staff requests that the applicant provide written acknowledgement with the resubmittal to waive the regulation that restricts the County from requesting additional information. Projects that do not include such written acknowledgement and that fail to address any outstanding review items with the 4th submittal will be denied/recommended for denial.
9. Note the adopted fee schedule requires payment of additional fees for petition review upon the 5th and subsequent submittals; please contact the appropriate staff and resolve issues to avoid this fee.
10. If you would like to discuss the review comments, require clarification and/or wish to identify agree-to-disagree issues, a post-review meeting can be arranged including all rejecting reviewers. To schedule a post-review meeting, please contact me, and Zoning Operations staff will proceed with scheduling.

Response: Acknowledged.

Neighborhood Information Meeting (NIM) Documents

Hosting a Neighborhood Information Meeting (NIM) is required for this application type. To resolve this condition, please upload all supporting NIM documents from meeting to the GMD Public Portal. Contact Planner of this project for additional questions. If you experience issues uploading, please contact Client Services at 239-252-1036.

Response: A NIM has been held for this application.

We enclose the following:

- One (1) copy of Response Letter (this is the Response Letter);
- One (1) copy of Exhibit "IV.B.1" – Proposed GMPA Amendment Language (revised); and
- One (1) copy of Exhibit "IV.B.1" – Proposed GMPA Amendment Language (redlined).

If you have any questions, please don't hesitate to contact me.

Very truly yours,

Ellen Summers/sek

Ellen Summers, AICP, BOWMAN
Planner III
ES/sek

Enclosures as noted.

cc: Rick Scali w/enclosures
Clay C. Brooker, Esquire w/enclosures

950 Encore Way, Naples, FL 34110
P: 239.254.2000
bowman.com

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

CAR WASH MARKET STUDY

C - 4 COMMERCIAL MARKET STUDY FOR A PROPOSED CAR WASH FACILITY ON 1.92 +/- ACRES ON THE SOUTH SIDE OF TAMIAMI TRAIL EAST APPROXIMATELY 1.2 MILES WEST OF COLLIER BOULEVARD IN COLLIER COUNTY, FLORIDA

September 7, 2023

Prepared for

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1.0 Background

11760 Property LLC ("Applicant") is proposing a site-specific, less than 5,000 square-foot car wash facility on a 1.92-acre parcel (the "Subject Site") located on the south side of East Tamiami Trail approximately 1.2-miles west of Collier Boulevard (CR 951) in Collier County, Florida ("County"). The Subject Site is currently vacant.

The Applicant is submitting a Small-Scale Collier County Comprehensive Plan ("Comprehensive Plan") amendment ("SSGMPA") for the parcel to change the designation from C-3 to C-4 to accommodate a car wash facility under 5,000 square feet.

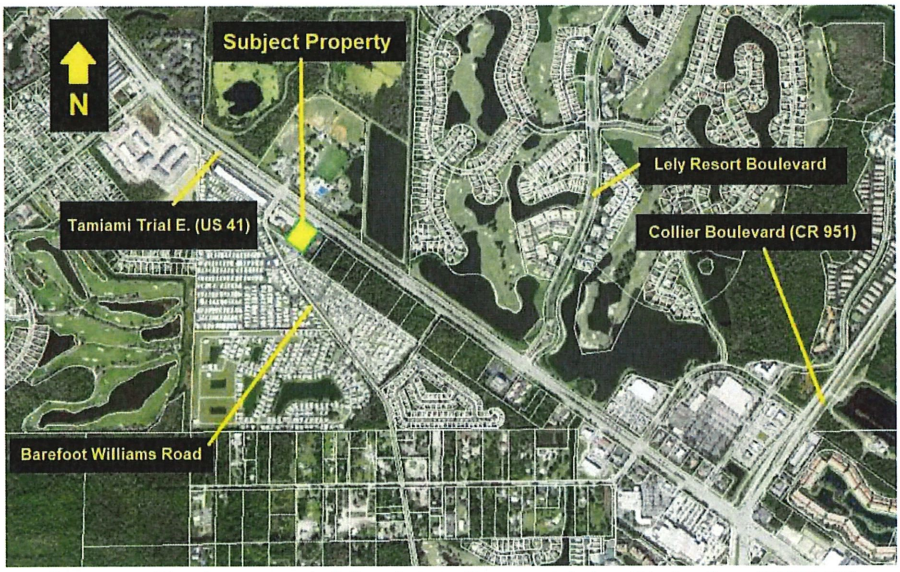
This is a request to rezone the subject site from the C-3 Zoning District to the C-4 Zoning District. The request to rezone to the C-4 Zoning District Use is limited to a single use: a car wash facility. The rezone will also allow the full range of C-3 uses (as current C-3 zoning allows). A companion SSGMPA has also been submitted to permit the desired uses and to establish the maximum allowed intensity (square feet).

2.0 Site Analysis

The Subject Site is a proposed development located on the south side of US 41 ("Tamiami Trail East") between Barefoot Williams Road and Habitat Drive, west of Collier Boulevard in Section 33, Township 50 South, Range 26 East, in Collier County Florida. The Subject Site is approximately 1.36 miles west of C.R. 951 ("Collier Boulevard").

Figure 2.1 below shows the geographical location of the Subject Site in relation to its surrounding area.

Figure 2.1 Subject Site Location Map



Source: Environmental Systems Research Institute, Inc ("ESRI")

There is an existing interconnection between the subject parcel and the existing RaceTrac gas station to the west. The gas station and the Subject site are connected by a service road that enters and exits onto Tamiami Trail East.

The Subject Site fronts Tamiami Trail East which is a six-lane divided roadway. It is an Access Class 3 with a 50-mph posted speed limit and design speed. The access to Tamiami Trail East is an existing right-in / right-out access with turn lane on to the service road mentioned above.

The Consultant relied on Trebilcock Consulting Solutions ("Traffic Engineer") to determine the potential amount of traffic on Tamiami Trail East that would possibly be passing the Subject Site during business hours. The Traffic Engineer noted it its study for the Subject Site that the Institute of Traffic Engineers ('ITE") does not have pass-by rates for a car wash. Trips are expected to use the business on their way to a primary destination, but conservatively car wash pass-by is not considered.

The Consultant reviewed the hours of operation for the three full-service car wash establishments in the Market Area as defined in Section 4.0 on Page 4. The average hours of operation for the Subject Site would be 8 a.m. to 6 p.m. equating to 10 hours daily. 2022 The Collier County Annual Update and Inventory Report ("AUIR") background traffic volume for this section of Tamiami Trail East is 2,100 hourly trips.

Multiplying the average daily hours of operation by the AUIA background trips shows that daily pass-by trips could be 21,000 as shown in Table 2.1 below.

Table 7.1 Subject Site Potential Pass-By Trips

Daily Operating Hours	Tamiami Trail East Hourly Trips	Potential Pass-By Trips
10	2,100	21,000

Source: 2022 Collier County AUIR, Table 4 of TIS Report, page 10, Trebilcock Consulting Solutions.

3.0 General Car Wash Market Studies & Statistics

For many Americans, their car, SUV or pick-up truck is the second-most expensive item (after a house) that they will purchase and maintaining that investment on wheels is paramount. And because many see their cars as an extension of their personality, maintaining an image by keeping their cars clean also matters.

While some may cherish pulling out a hose, wash mitt and soap to give their "baby" a customized shine, others opt for a more convenient ritual: trips to the local car wash.

According to the 2019 County Business Patterns program, there were 16,976 Car Washes with paid employees in the United States, 6.8% or 1,074 more than in 2015.[1]

These businesses had 163,178 workers (up from 153,970 in 2015) who earned an average annual salary of $21,911 (up from $18,703 in 2015).

California, the state with the largest population and a legendary love of the automobile, not surprisingly ranked first in the number of car washes and car wash employees in 2019 (2,025 and 24,851, respectively).

But Florida added the most car washes — 225 or 21.1% — from 2015 to 2019. The District of Columbia saw the highest percentage increase in the number of car washes, up 30.0%, from 10 to 13 during the same period.

According to Richard Peysakhovich from One Desk (Appendix A, Page 21), 66% of U.S. car owners will get their cars washed from 1 to 2 times a month. He also points out that 8 million cars get washed every day in car washes and there are 276-million cars registered in U.S. That equates to just under 3% of the registered vehicles in the United States are washed every day. There are also 9,000 full-service car washes in the United States.

In the January 2023 edition of Motor and Wheels (Appendix B, Page 40), writer Peter Jones highlighted the following statistics about car washes:

- Approximately 65% of car wash facilities in the U.S. serve as fuel dispensers.
- Target age of users is 35 to 55 with more than half being women.
- Use of professional car wash facilities has increased 29% from 1994 to 2019.
- The average price of a car wash in the U.S. is $15.

The State of Florida is one of the leading states in the growth of the car wash industry. In the January 18, 2023 edition of Florida Weekly, explained the Mark Wozniak of Florida Weekly succinctly explained the rapid growth of the car wash industry in Florida.

"A host of circumstances have come together to fuel the rapid rise. Experts cite profitability, private equity firms pouring money into the market, technological advances, lower labor costs, ability to use point of sales tracking, convenience, increases in car wash subscription memberships and market fragmentation.

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[1] *https://www.census.gov/library/stories.html?tagfilter_List_1688678669=Census:Topic/business-economy#List_1688678669*

"The number of car washes nationwide are growing at a pace faster than I've ever seen before," said Harry Caruso, founder of Car Wash Advisory, based in Miami, a firm that focuses exclusively on selling car washes nationally. "Florida is the hotbed and where everybody wants to be, with a couple of other select geographies."

Florida is the third largest car wash state, with 5,555 car washes, just behind Texas and California, according to IBISWorld, a global industry research firm.

An IBISWorld report says the Florida car wash business is a $904 million industry, employing 14,600 workers. Nationwide, the report says, the market size is $15 billion, with employment of about 212,260.

The state's population growth is part of the increase, but it's more than that, said Eric Wulf, CEO of International Carwash Association, a nonprofit that represents the car wash industry, with members in all 50 states and more than a dozen countries.

"I mean, the demand for car wash services has outstripped population growth," he said. Another way to look at it is, if there are 20% more cars on the road than there were 20 years ago, car washing should be up 20%, he said. "And I can tell you it's growing faster than that."

One reason is "the American consumer has gone from a do-it- myself to a do-it-for-me kind of an economy," he said. "I remember washing my car with my dad in our driveway, and people just don't do that anymore. They don't take the time for it."

Time is the most valuable commodity now for people, he said. "So, the convenience and the quality that car washes offer has made them much more attractive."

Commercial car washes today use less than half of the fresh water you use when you wash your car at home or at outdated car washes, depending on the type of car wash, Earth 911 says. Washing your car in your driveway uses about 100 gallons of water. A regular tunnel car wash uses about 30 gallons per vehicle."

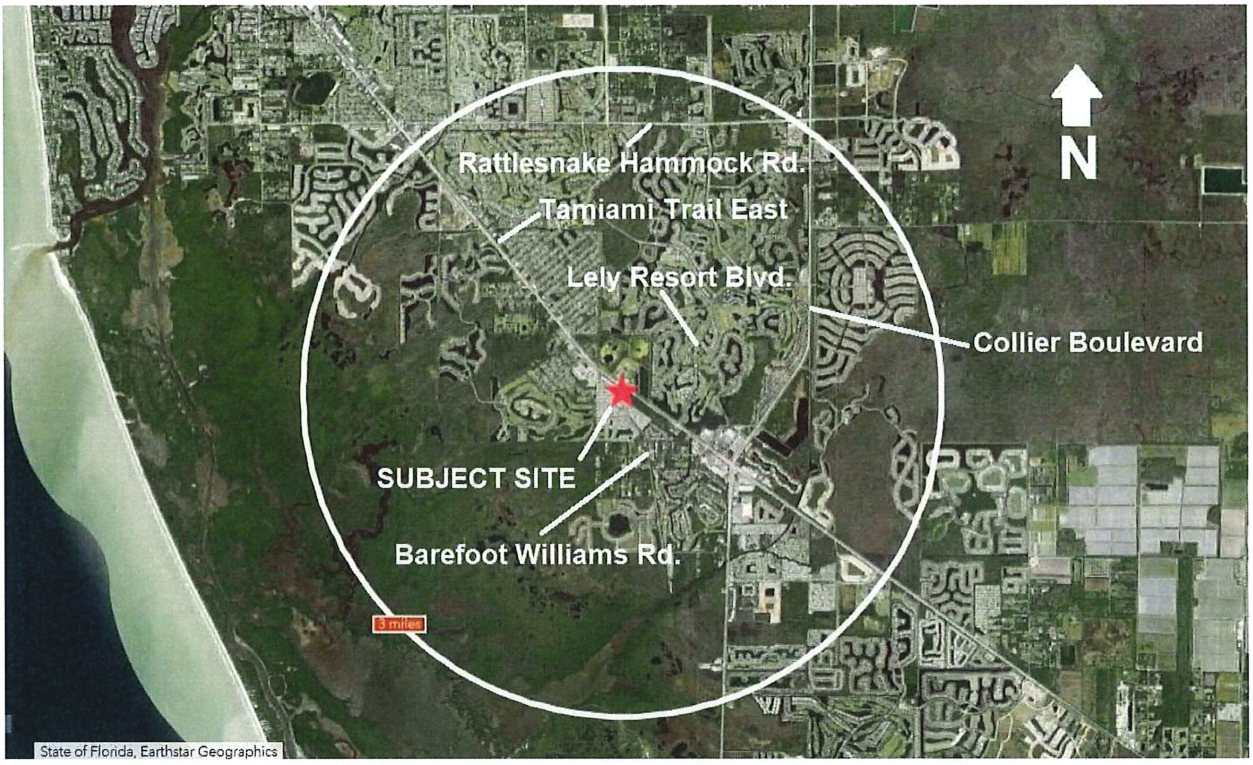
All statistics and indicators along with the continued Florida population growth point to a continued expansion of the car wash market both state wide and locally.

4.0 Market Area Definition

The Consultant basically triangulated the three full-service car wash establishments to determine the market area. Two of the three comparable full-service car wash facilities are three miles to the west and north of the Subject Site. Therefore, a three-mile radius ("Market Area") is being used to determine the market area demographics, analyze competitive car wash establishments and identify potential real estate parcels that could conceivably have a car wash establishment on its site.

Figure 4.1 below shows the Subject Site's Market Area.

Figure 4.1 Subject Site's Market Area.



Source: Environmental Systems Research Institute, Inc ("ESRI")

5.0 Market Demographics

Table 5.1 and 5.2 on the next two (2) pages provide the demographic and income profile for the Market Area.

Some of the highlights include:

- Current population is 34,040 and is expected to increase to 36,496 over the next five years.
- The median age is 55.2 years old.
- The median household income is $66,881, the average household income is $104,569 and the per capita income is $48,151.
- The female population of 17,243 is larger than the male population of 16,797.

Table 5.1 Subject Site Market Area Demographic and Income Profile

esri

Demographic and Income Profile

11760 Tamiami Trail East
Marco Naples Hitching Post, Naples, Florida, 34113
Ring: 3 mile radius

Prepared by Esri
Latitude: 26.07292
Longitude: -81.71576

Summary	Census 2010	Census 2020	2023	2028
Population	26,109	32,586	34,040	36,496
Households	10,801	14,818	15,694	17,134
Families	7,238	-	10,145	10,908
Average Household Size	2.39	2.17	2.14	2.11
Owner Occupied Housing Units	8,143	-	11,898	13,411
Renter Occupied Housing Units	2,658	-	3,796	3,723
Median Age	49.6	-	55.2	56.9

Trends: 2023-2028 Annual Rate	Area	State	National
Population	1.40%	0.63%	0.30%
Households	1.77%	0.77%	0.49%
Families	1.46%	0.74%	0.44%
Owner HHs	2.42%	0.93%	0.66%
Median Household Income	3.79%	3.34%	2.57%

	2023		2028	
Households by Income	Number	Percent	Number	Percent
<$15,000	897	5.7%	798	4.7%
$15,000 - $24,999	1,200	7.6%	869	5.1%
$25,000 - $34,999	1,629	10.4%	1,459	8.5%
$35,000 - $49,999	1,886	12.0%	1,887	11.0%
$50,000 - $74,999	2,851	18.2%	2,810	16.4%
$75,000 - $99,999	2,065	13.2%	2,255	13.2%
$100,000 - $149,999	2,593	16.5%	3,204	18.7%
$150,000 - $199,999	994	6.3%	1,569	9.2%
$200,000+	1,579	10.1%	2,284	13.3%
Median Household Income	$67,881		$81,772	
Average Household Income	$104,569		$126,262	
Per Capita Income	$48,151		$59,207	

	Census 2010		2023		2028	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	1,455	5.6%	1,507	4.4%	1,570	4.3%
5 - 9	1,416	5.4%	1,604	4.7%	1,597	4.4%
10 - 14	1,279	4.9%	1,588	4.7%	1,735	4.8%
15 - 19	1,347	5.2%	1,450	4.3%	1,536	4.2%
20 - 24	1,136	4.4%	1,272	3.7%	1,268	3.5%
25 - 34	2,550	9.8%	3,101	9.1%	2,768	7.6%
35 - 44	2,577	9.9%	3,133	9.2%	3,558	9.7%
45 - 54	2,800	10.7%	3,272	9.6%	3,382	9.3%
55 - 64	3,492	13.4%	4,742	13.9%	4,797	13.1%
65 - 74	4,320	16.5%	6,501	19.1%	6,916	19.0%
75 - 84	2,831	10.8%	4,418	13.0%	5,560	15.2%
85+	905	3.5%	1,453	4.3%	1,808	5.0%

	Census 2010		Census 2020		2023		2028	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent	Number	Percent
White Alone	20,461	78.4%	22,030	67.6%	22,803	67.0%	24,049	65.9%
Black Alone	2,964	11.4%	3,315	10.2%	3,438	10.1%	3,621	9.9%
American Indian Alone	108	0.4%	113	0.3%	124	0.4%	136	0.4%
Asian Alone	173	0.7%	300	0.9%	328	1.0%	387	1.1%
Pacific Islander Alone	7	0.0%	8	0.0%	8	0.0%	8	0.0%
Some Other Race Alone	1,917	7.3%	2,581	7.9%	2,821	8.3%	3,320	9.1%
Two or More Races	479	1.8%	4,239	13.0%	4,519	13.3%	4,974	13.6%
Hispanic Origin (Any	7,600	29.1%	7,969	24.5%	8,579	25.2%	9,451	25.9%

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

Table 5.2 Subject Site Market Area Age by Gender

esri

Age by Sex Profile

11760 Tamiami Trail East
Marco Naples Hitching Post, Naples, Florida, 34113
Ring: 3 mile radius

Prepared by Esri
Latitude: 26.07292
Longitude: -81.71576

Summary	Census 2010	2023	2028	2023-2028 Change	2023-2028 Annual Rate
Population	26,109	34,040	36,496	2,456	1.40%
Households	10,801	15,694	17,134	1,440	1.77%
Average Household	2.39	2.14	2.11	-0.03	-0.28%
Median Age	49.6	55.2	56.9	1.7	0.61%
Median Male Age	47.6	53.9	55.7	1.8	0.66%
Median Female Age	51.4	56.3	58.1	1.8	0.63%

	Census 2010		2023		2028	
Total Population by Age	Number	Percent	Number	Percent	Number	Percent
Total	26,110	100.0%	34,041	100.0%	36,495	100.0%
35 - 39	1,252	4.8%	1,632	4.8%	1,761	4.8%
40 - 44	1,325	5.1%	1,501	4.4%	1,797	4.9%
45 - 49	1,419	5.4%	1,500	4.4%	1,690	4.6%
50 - 54	1,381	5.3%	1,772	5.2%	1,692	4.6%

	Census 2010		2023		2028	
Male Population by Age	Number	Percent	Number	Percent	Number	Percent
Total	12,773	100.0%	16,797	100.0%	17,965	100.0%
35 - 39	625	4.9%	845	5.0%	899	5.0%
40 - 44	690	5.4%	767	4.6%	912	5.1%
45 - 49	701	5.5%	737	4.4%	878	4.9%
50 - 54	630	4.9%	882	5.3%	821	4.6%

	Census 2010		2023		2026	
Female Population by	Number	Percent	Number	Percent	Number	Percent
Total	13,337	100.0%	17,243	100.0%	18,530	100.0%
35 - 39	627	4.7%	788	4.6%	862	4.7%
40 - 44	636	4.8%	734	4.3%	885	4.8%
45 - 49	719	5.4%	764	4.4%	811	4.4%
50 - 54	751	5.6%	890	5.2%	871	4.7%

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

5.1 Car Wash Consumer Demographics

As mentioned earlier in this report, Pete Jones in the January 2, 2023 edition of Motor and Wheels (Appendix B, Page 40) presented demographics on American car wash consumers and workforce. The demographics are listed below along with how the Market Area demographics in Tables 5.1 and 5.2 align with the national car wash demographics.

- The target age for customers is between 35 and 55, with more than half being women.
    - Market Area demographics show that 7,900 or 19% of the population fall in this age range.
    - Overall, Market Area demographics show that 51% of the population is women.

- Women in the Market Area target age range make up 19% of the total women in the Market Area.

- The most common ethnicity of car washers is Caucasian (55.2%).
  - 67% of the Market Area population is Caucasian.
- Hispanic or Latino individuals make up 19.8% of car washers.
  - 24.5% of the Market Area population is Hispanic or Latino.
- About 5.7% of car washers are considered Unknown ethnicity.
  - 7.9% of the Market Area population is of Unknown ethnicity.

Table 5.3 Subject Site Market Area Key Population & Household Facts

esri

ACS Key Population & Household Facts

11760 Tamiami Trail East
Marco Naples Hitching Post, Naples, Florida, 34113
Ring: 3 mile radius

Prepared by Esri
Latitude: 26.07292
Longitude: -81.71576

	2017-2021 ACS Estimate	Percent	MOE(±)
TOTALS			
Total Population	32,474		2,268
Total Households	14,428		848
Housing Units	21,915		1,011
POPULATION 15+ BY MARITAL STATUS			
Total	29,247	100%	1,938
Never married	6,395	21.9%	1,058
Married	17,677	60.4%	983
Widowed	2,445	8.4%	437
Divorced	2,730	9.3%	455
POPULATION 25+ BY EDUCATIONAL ATTAINMENT			
Total	26,644	100%	1,714
No schooling	422	1.6%	228
Nursery School	0	0.0%	0
Kindergarden	0	0.0%	0
1st to 4th Grade	136	0.5%	129
5th to 8th Grade	997	3.7%	414
Some High School	1,652	6.2%	313
High School Diploma	6,785	25.5%	962
GED	811	3.0%	198
Some College	4,188	15.7%	464
Associates degree	2,075	7.8%	381
Bachelors degree	5,941	22.3%	698
Masters degree	2,621	9.8%	265
Professional school degree	620	2.3%	182
Doctorate degree	398	1.5%	120

Source: U.S. Census Bureau, 2017-2021 American Community Survey

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

- Educationally, 64% have a high school diploma.
    - 25.5% of the Market Area population has a high school diploma.
- 12% possess a diploma, potentially indicating vocational education or some college experience.
    - 23.5% of the Market Area population has a GED or some college.
- 9% hold an associate degree; 9% have a bachelor's degree.
    - 7.8% of the Market Area population has a high school diploma and 22.3% has a bachelor's degree.
- 6% of car washers have other types of degrees or educational qualifications.
    - 13.6% of the Market Area population has other types of degrees or educational qualifications.

5.2 Car Wash Employees

There is no local demographic information on car wash employees but nationally:

- Male car cleaners, however, make up a significant portion at 81.6%, while women account for 18.4% of the workforce in the industry.
- Black or African American individuals constitute 13.8% of car wash workers.

6.0 Market Area Automotive Demographics

The U.S. Census collects data on automotive aftermarket expenditures during its survey. This data is important as it identifies annual automobile expenses including vehicle cleaning services including car washes. Tabel 6.0 on the next page shows the Market Area automotive aftermarket expenditures. The population in the market area annually spends $32.17 per car on cleaning services.

Table 6.0 Subject Site Market Area Automotive Aftermarket Expenditures

esri

Automotive Aftermarket Expenditures

11760 Tamiami Trail East
Marco Naples Hitching Post, Naples, Florida, 34113
Ring: 3 mile radius

Prepared by Esri
Latitude: 26.07292
Longitude: -81.71576

Demographic Summary	2023	2028
Population	34,040	36,496
Households	15,694	17,134
Families	10,145	10,908
Median Age	55.2	56.9
Median Household Income	$67,881	$81,772

	Spending Potential Index	Average Amount Spent	Total
Payments on Vehicles excluding Leases	106	$3,193.04	$50,111,529
Gasoline and Motor Oil			
Gasoline	106	$2,607.99	$40,929,771
Diesel Fuel	167	$106.56	$1,672,397
Motor Oil	130	$22.75	$357,000
Other Vehicle Expenses			
Vehicle Maintenance & Repairs	109	$1,429.58	$22,435,760
Vehicle Coolant/Brake/Transmission Fluids	123	$13.47	$211,390
Tire Purchase/Replacement	117	$272.94	$4,283,584
Vehicle Parts/Equipment/Accessories	114	$100.10	$1,571,019
Vehicle Accessories including Labor	116	$22.60	$354,732
Vehicle Cleaning Services including Car Washes	92	$32.17	$504,907
Miscellaneous Auto Repair/Servicing	104	$126.74	$1,989,024
Vehicle Body Work & Painting	98	$43.33	$680,019
Vehicle or Engine Repairs	102	$318.00	$4,990,665
Vehicle Motor Tune-up	103	$56.70	$889,819
Lube/Oil Change & Oil Filters	106	$149.66	$2,348,783
Vehicle Front End Alignment/Wheel Balance &	116	$36.49	$572,651
Vehicle Shock Absorber Replacement	112	$16.63	$260,922
Tire Repair and Other Repair Work	110	$178.52	$2,801,625
Auto Repair Service Policy	145	$62.23	$976,622
Vehicle Insurance	105	$2,289.09	$35,925,034
Rental of Vehicles excluding Trips	89	$18.05	$283,311
Leased Vehicles	81	$441.16	$6,923,531
Basic Lease Charge for Cars/Trucks	81	$398.61	$6,255,846
Car/Truck Lease Fees & Down Payments	82	$42.54	$667,686
Vehicle Pers Property Taxes/State & Local Registr Fees	119	$305.46	$4,793,873
Driver's License Fees	101	$16.08	$252,371
Vehicle Inspection Fees	104	$16.40	$257,370
Parking Fees & Tolls excluding Trips	73	$81.76	$1,283,217
Parking Fees excluding Residence (Not on Trips)	68	$34.45	$540,633
Tolls/Electronic Toll Passes excluding Trips	76	$47.32	$742,584
Towing Charges	95	$8.27	$129,808
Auto Service Clubs & GPS Services	110	$48.57	$762,278

Data Note: The Spending Potential Index (SPI) is household-based, and represents the amount spent for a product or service relative to a national average of 100.
Source: Esri forecasts for 2023 and 2028; Consumer Spending data are derived from the 2019 and 2020 Consumer Expenditure Surveys, Bureau of Labor Statistics.

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

- Consumers spend $5.8 billion annually on car wash services, and each car wash has about 20,000 clients annually.
    - The Market Area population spends just over a half million ($504,907) on vehicle cleaning services including car washes.

7.0 DEMAND

Calculating the demand for a car wash is multi-step process using the best available data. The calculation steps include determining the total number of cars in the Market Area, the total potential car wash episodes in the Market Area then dividing the total potential car wash episodes by the average car wash customers per year at a car wash facility to determine the number of car wash facilities needed in the Market Area.

The first step in calculating car wash demand is to determine the number of licensed drivers in the County. The Florida Department of Highway Safety and Motor Vehicles indicates that there are 347,311 licensed drivers in the County as shown in Table 7.1 below.

Table 7.1 Florida Licensed Drivers by County, Sex, and Age Group as of February, 2023

County	Gender	Grand Total
Collier	Total	347,311
	Female	175,150
	Male	172,161

Source: Florida Department of Highway Safety and Motor Vehicles

In order to calibrate the number of total licensed drivers to the number of vehicles per 1,000 population, the total licensed drivers in the County (347,311) is divided by 1,000 resulting in 347.31 licensed drivers per 1,000 population.

The next step is to determine the number of registered vehicles per 1,000 population. Forbes Advisor in its August 23, 2023 edition says that there are 1,169.72 vehicles per 1,000 population in the County as shown in Table 7.2 on the next page.

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Figure 7.2 Florida Registered Vehicles per 1,000 Population



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Advisor › Car Insurance

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Car Ownership Statistics 2023

By Ashlee Tilford, Editor

Fact Checked Michelle Magna, Editor

Updated Aug 24, 2023, 8:22am

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Forbes ADVISOR

States With the Highest Number of Registered Vehicles, Ranked

florida

Motor Vehicle Registrations

Rank	State	Per 1,000 Licensed Drivers (2021)	Percentage Change, 2017 - 2021
36	Florida	1169.72	13.24%

Data source: U.S. Department of Transportation Federal Highway Administration.

Source: Forbes Advisor • Get the data • Embed

Forbes ADVISOR

Source: Forbes Advisor, Car Ownership, August 24, 2023

Multiplying the number of licensed drivers per 1,000 licensed drivers (347.31) by the number of registered motor vehicles in the County per 1,000 licensed drivers (1,169.72) results in the 406,257 registered vehicles in the County.

Table 7.2 on the next page indicates that there are 339,888 people in the County over 15+ that have the potential to have a driver's license.

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Table 7.2 Collier County Population Profile Age 15+

esri

Demographic and Income Profile

Collier County, FL 2
Collier County, FL (12021)
Geography: County

Prepared by Esri

Population by Age	Census 2010 Number	Census 2010 Percent	2023 Number	2023 Percent	2028 Number	2028 Percent
0 - 4	16,836	5.2%	17,666	4.5%	18,556	4.5%
5 - 9	17,277	5.4%	19,173	4.8%	19,270	4.7%
10 - 14	17,451	5.4%	20,113	5.1%	20,611	5.0%
15 - 19	17,613	5.5%	19,268	4.9%	19,453	4.7%
20 - 24	15,516	4.8%	17,771	4.5%	17,586	4.3%
25 - 34	32,550	10.1%	40,162	10.1%	39,092	9.5%
35 - 44	35,557	11.1%	40,577	10.2%	43,638	10.6%
45 - 54	40,829	12.7%	40,825	10.3%	40,491	9.9%
55 - 64	42,940	13.4%	54,390	13.7%	51,132	12.5%
65 - 74	46,154	14.4%	67,152	16.9%	69,158	16.9%
75 - 84	29,290	9.1%	44,708	11.3%	52,946	12.9%
85+	9,507	3.0%	15,035	3.8%	18,462	4.5%
Total 15+ Population			339,888			

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

Dividing the total number of cars in the County (406,257) by the number of potential driver's licenses (339,888) results in 1.20 cars per population over 15+ in the County.

The next step in the calculation is to determine the number of 15+ population in the Market Area. Table 7.3 below indicates that there are 29,480 people in the 15+ age category in the Market Area.

Table 7.3 Mark Area Population Profile Age 15+

esri

Demographic and Income Profile

11760 Tamiami Trl E, Naples, Florida, 34113
3-Mile Radius

Prepared by Esri

Summary	Census 2010	Census 2020	2023	2028
Population	26,312	32,733	34,204	36,657
Households	10,901	14,892	15,771	17,210
Families	7,298	-	10,186	10,949
Average Household Size	2.38	2.17	2.14	2.11
Owner Occupied Housing Units	8,214	-	11,950	13,463
Renter Occupied Housing Units	2,686	-	3,821	3,747
Median Age	49.5	-	55.2	56.9

Population by Age	Census 2010 Number	Census 2010 Percent	2023 Number	2023 Percent	2028 Number	2028 Percent
0 - 4	1,467	5.6%	1,516	4.4%	1,579	4.3%
5 - 9	1,426	5.4%	1,613	4.7%	1,605	4.4%
10 - 14	1,290	4.9%	1,595	4.7%	1,743	4.8%
15 - 19	1,359	5.2%	1,458	4.3%	1,543	4.2%
20 - 24	1,146	4.4%	1,282	3.7%	1,279	3.5%
25 - 34	2,574	9.8%	3,121	9.1%	2,788	7.6%
35 - 44	2,597	9.9%	3,151	9.2%	3,575	9.8%
45 - 54	2,827	10.7%	3,289	9.6%	3,396	9.3%
55 - 64	3,517	13.4%	4,758	13.9%	4,814	13.1%
65 - 74	4,346	16.5%	6,523	19.1%	6,933	18.9%
75 - 84	2,851	10.8%	4,437	13.0%	5,583	15.2%
85+	912	3.5%	1,461	4.3%	1,819	5.0%
Total 15+ Population			29,480			

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

Source: Environmental Systems Research Institute, Inc ("ESRI"), U.S. Census Bureau

Multiplying 1.2 cars per person by the number of people 15+ in the Market Area (29,480) results in a total of 35,236 cars in the Market Area.

According to Richard Peysakhovich from One Desk (Appendix A, Page 21), 66% of U.S. car owners will get their cars washed from 1 to 2 times a month as noted earlier in this study. Multiplying the number of cars in the Market Area by 66% results in 23,255.76 of the cars in the Market Area being washed 1 to 2 times per month.

The Consultant was conservative and used one (1) time per month for each of the washed cars in the Market Area. That equates to 12 times per year. Multiplying the 23,256 cars by 12 indicates that there are 279,073 annual potential car wash episodes in the Market Area.

According to Statistic Brain (Appendix C, Page 50) the average annual number of car washes for a single operation tunnel car wash facility is 45,750 (averaging 125 car washes per day). Dividing the total potential car washes in the Market Area (279,073) by the average annual number of car washes for a single operation tunnel car wash facility (45,750) results in 6.10 car wash facilities needed to satisfy the demand for car washes in the Market Area. Table 7.4 shows the demand calculation steps.

Table 7.4 Demand for Market Area Car Wash Facilities

Collier County Total Licenses (Table 7.1)	347,311
Driver Licenses per 1,000 Population	347.3
Florida Registered Cars per 1,000 Licenses (Figure 7.1)	1,169.7
Total Cars in Collier County	406,257
Collier Population 15+ (Table 7.2)	339,888
Cars per Person 15+	1.20
Market Area Population 15+ (Table 7.3)	29,480
Cars in Market Area	35,236
Percent of Cars Washed	66.0%
Times per month	1
Times per Year	12
Total Potential Car Washes	279,073
Average Car Wash customers per Year (Appendix C)	45,750
Number of Market Area Car Wash Businesses Required	6.10

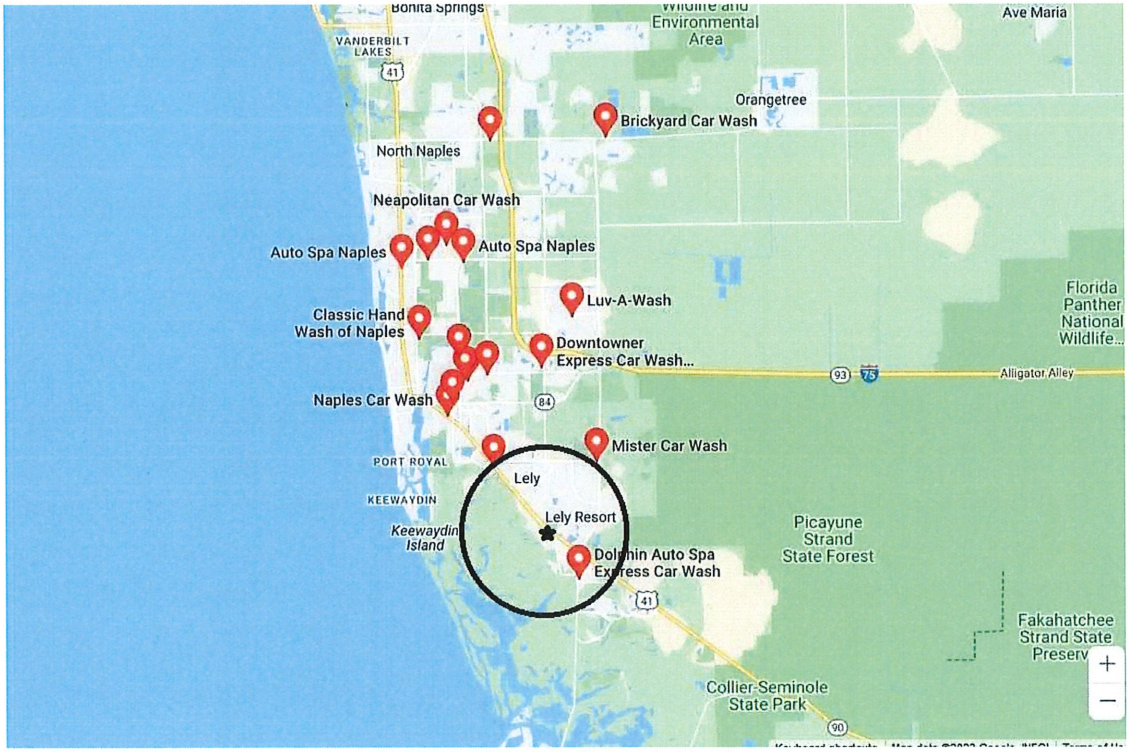
Source: Consultant and various Sources as indicated in table

8.0 Supple - Competing Car Wash Facilities

The overall number of car wash facilities in the County is shown in Figure 8.1 below. This map doesn't account for all of the car wash facilities since it doesn't include the self-wash or the car wash facilities connected with fuel stations. The vast concentration of car wash facilities is located in the west central area of the County where most of the County population is located.

The Subject Site's Market Area is shown in the black circle. This map only shows three car washes in the market area with two located on the extreme fringes of the Market Area.

Figure 8.1 Collier County Car Wash Facilities



Source: Google Search Engine

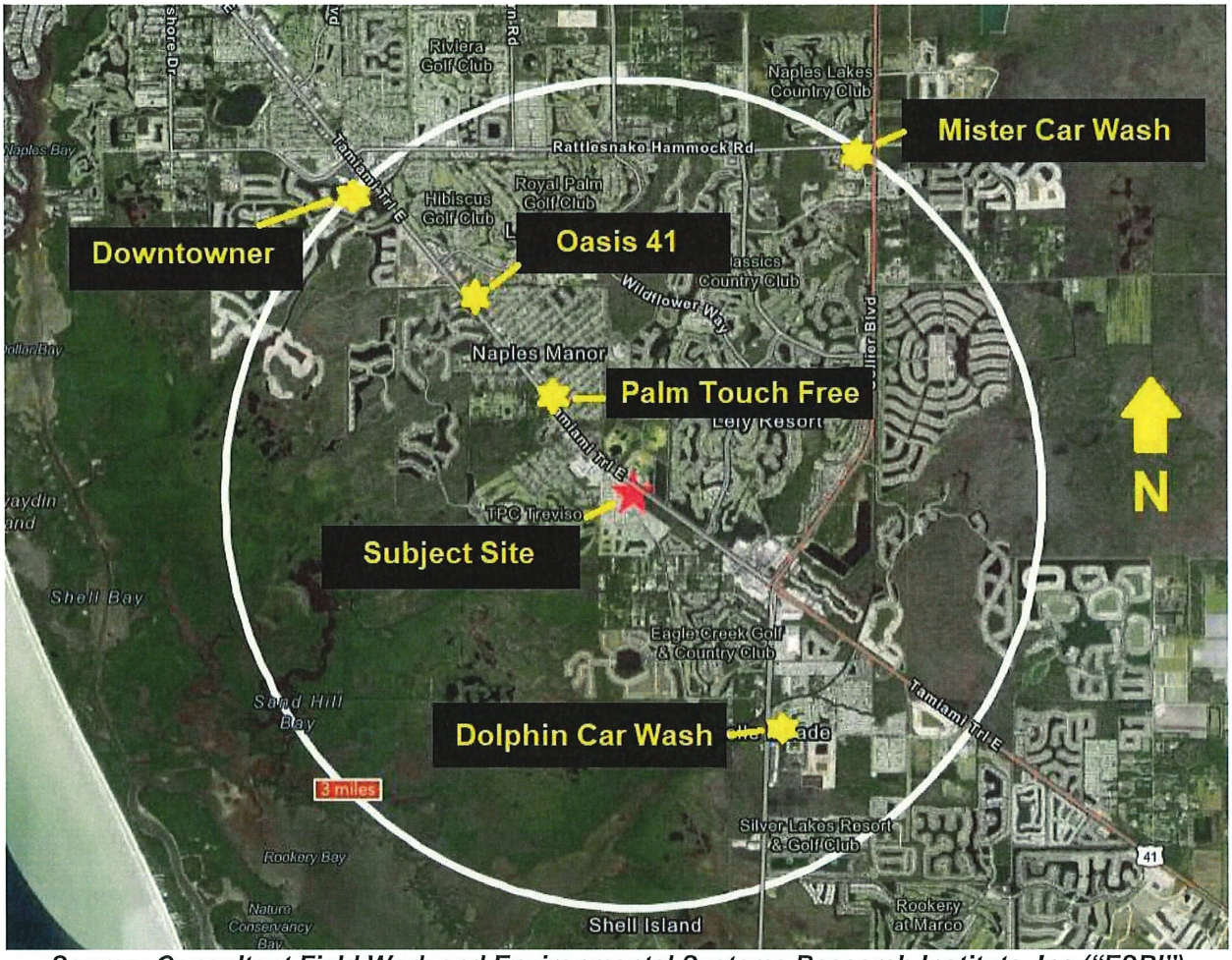
As noted previously there are three car wash facilities located within the Subject Site's Market Area. Further investigation discovered two additional comparable (single tunnel) car wash facilities located along the north side of Tamiami Trail East and to the west of the Subject Site.

The three main competitors are the Downtowner Car Wash near the intersection of Rattlesnake Hammock Road and Tamiami Trail East, the Mister Car Wash on Rattlesnake Hammock Road just west of Collier Boulevard and the Dolphin Car Wash on Collier Boulevard just south of the Tamiami Trail East intersection. Those three car wash facilities are single tunnel full-service types and the Downtowner also has self-service available.

The Oasis 41 car wash facility is a full- and self-service facility that is connected to a fuel station and a few eateries. The Palm Touch Free is a single tunnel touch free self- service car wash along with an adjacent self-service facility consisting of five (5) bays.

Figure 8.2 below shows the location of the competing car wash facilities in the Market Area as they geographically relate to the Subject Site. The list of Market Area Car Wash Facilities is located in Appendix D, Page 52.

Figure 8.2 Subject Site Market Area Car Wash Facilities

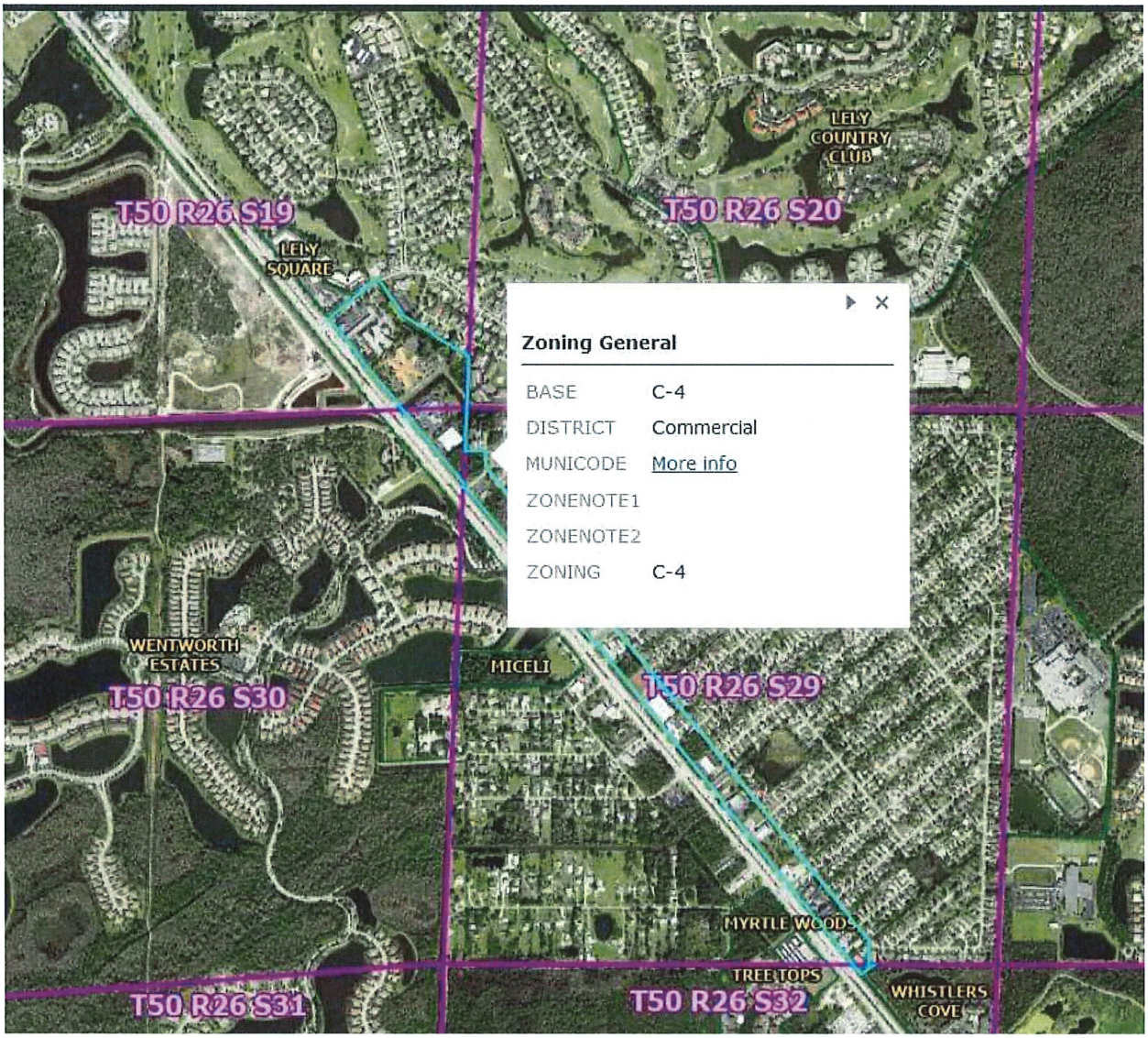


Source: Consultant Field Work and Environmental Systems Research Institute, Inc ("ESRI")

9.0 Potential C-4 & C-5 Sites and PUDs

There are a number of sites along Tamiami Trail East that are zoned C-4 and located to the west of the Subject Site. Figure 9.1 below shows the location of the C-4 sites on the north side of Tamiami Trail East. There are 10 vacant commercial sites located in this C-4 commercial sector. There are already two (2) car wash facilities in this C-4 corridor so it would be unlikely that another car wash facility would open here unless it was connected to a fuel station.

Figure 9.1 Sites Zoned C-4 on North Side of Tamiami Trail East

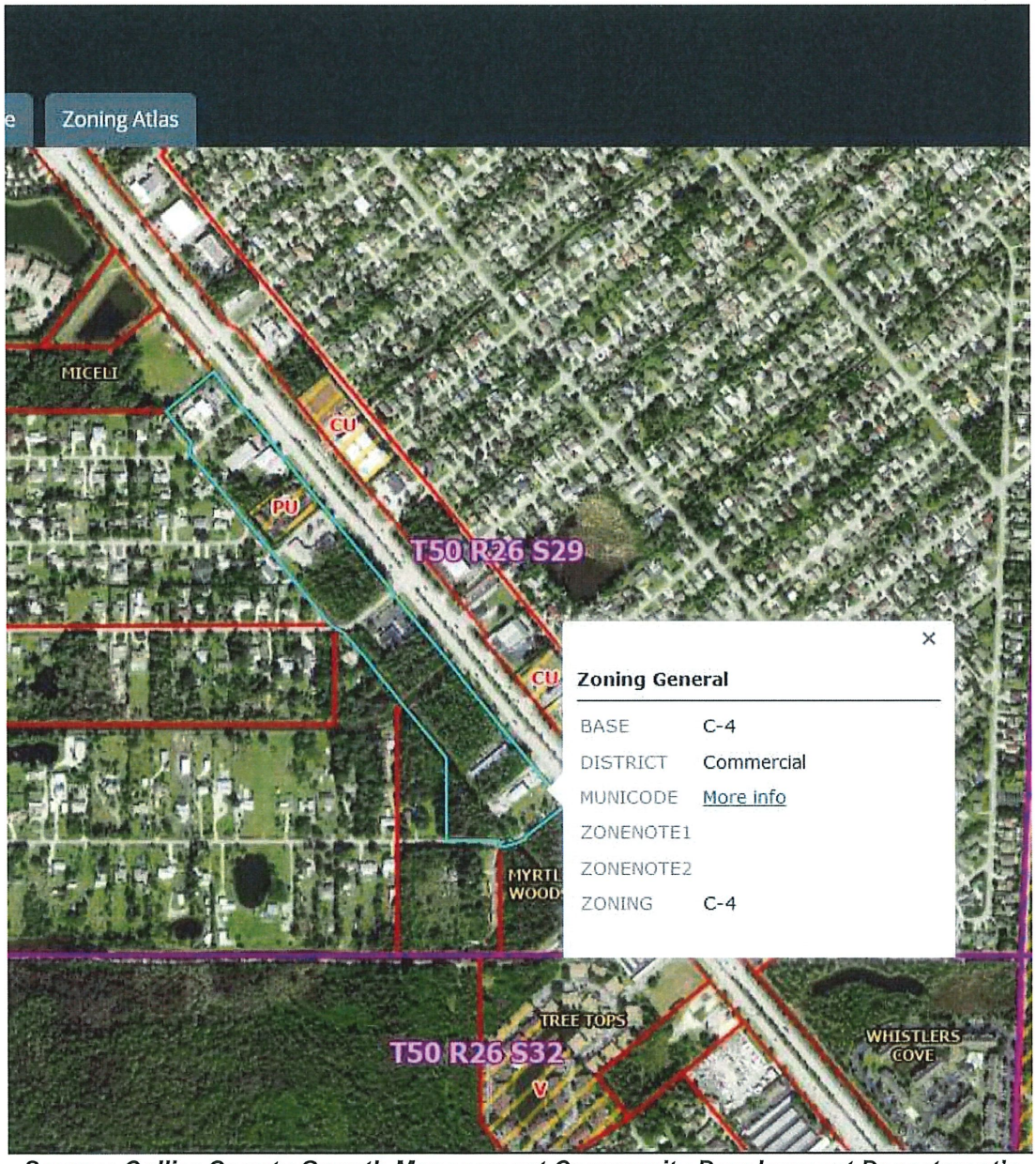


Source: Collier County Growth Management Community Development Department's Planning and Zoning website

Figure 9.2 below shows the location of the C-4 sites on the south side of Tamiami Trail East. There are six (6) vacant commercial sites located in this C-4 commercial sector. All six sites are already zoned to accommodate a car wash facility but again it is unlikely since there are already two (2) car wash facilities located in that vicinity on the north side of Tamiami Trail North.

Appendix E on Page 57 lists the vacant commercial sites that are currently zoned C-4.

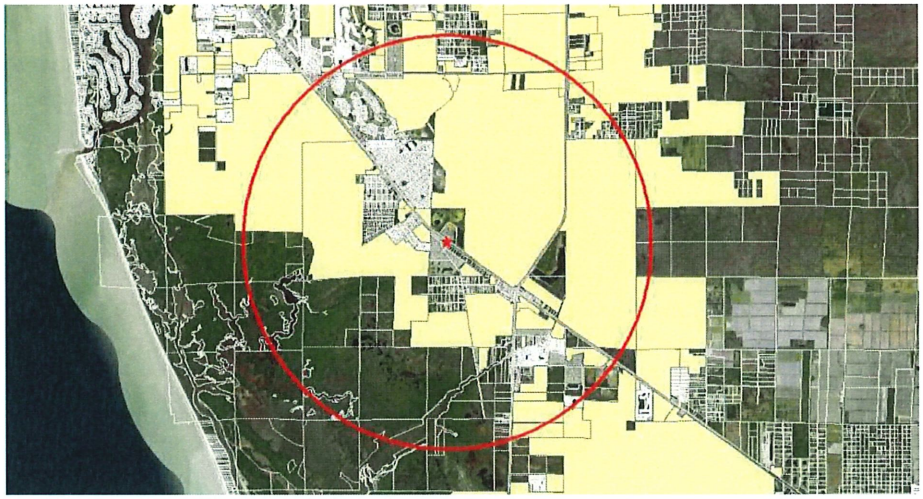
Figure 9.2 Sites Zoned C-4 on South Side of Tamiami Trail East



Source: Collier County Growth Management Community Development Department's Planning and Zoning website

There are also a number of Planned Unit Developments ("PUDs") that have a portion of their boundaries within the Market Area. Figure 9.3 below shows where those PUDs are located.

Figure 9.3 Planned Unit Developments located in Market Area



Source: Collier County Growth Management Community Development Department's Planned Unit Development shapefile, Environmental Systems Research Institute, Inc ("ESRI") and the Consultant

The Consultant and Project Engineering Firm researched the PUDs shown in Figure 9.3 listed in Appendix F on Page 62 and found that none of the PUDs have C-4 zoning in their land within the Market Area.

10.0 Conclusion

The demand for car wash facilities is growing nationally as automobile owners shift from a do-it- myself to a do-it-for-me kind of an economy. The shift in the economy along with the continued population growth in Florida and Collier County are providing a strong need for future car was facilities.

Table 7.4 on Page 14 calculates that currently there is a demand for 6.10 car wash facilities in the Market Area. And Figure 8.2 on Page 16 shows that there five (5) car wash facilities already operating in the Market Area.

Table 7.4 Demand for Market Area Car Wash Facilities

Demand (Table 7.4)	6.1
Supply (Figure 8.2)	5.0
Supply Deficit	-1.1

The demand/supply calculation in Table 10.1 on the previous page indicates that there is enough demand to support another car wash facility in the Market Area. The Subject Site is strategically and ideally located to accommodate the additional demand and equally distanced from the other three (3) major and independent car wash facilities in the Market Area.

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49+ Car Wash Industry Statistics



by Roman Peysakhovich · August 12th, 2022

66% of car owners that live in the U.S. will get their vehicle washed anywhere from one to two times every month.

Here you'll find new car wash statistics related to:

- How often Americans get their cars washed
- How many car washes are in the US
- Car wash industry revenue, size, & growth
- How profitable is a car wash
- And a whole lot more

Let's dive right in.

Key Car Wash Statistics and Trends:

1. **66% of car owners that live in the U.S.** will get their vehicle washed anywhere from one to two times every month.
2. The car wash industry generated **$5.8 billion** in revenue in 2021.
3. The car wash industry is worth **$13.1 billion** in 2021.
4. **8 million** cars get washed every day in car washes.

5. There are **113,000** car wash establishments globally in 2021.
6. Roughly **38 gallons** of water are used each time a single car is washed.
7. **304 million gallons** of water are used for car washes per day, globally.
8. With a whopping **$1.6 billion in revenue**, California is the leading state in the United States when it comes to the revenue received from all types of car washes.
9. **32% of all car wash revenue** comes from vehicles being washed in winter, 25% comes from the sprint and summer months, and 18% comes from washes in the fall.
10. A smaller car wash can have **an annual profit of $55,000 to $100,000 per year** for a self-service car wash.
11. Self-serve car washes do not make as much money as tunnel car washes or in-bay automatic car washes, but **they can still generate up to $41,000 a year on average**.
12. **The average profit margin per car is approximately 29%**, which for the average $15 ticket is $4.35.
13. **Most cars on average last for 12 years**, which has changed over the years. However, this is just an average because **some cars can last up to 20 years** if they are properly maintained.

CHAPTER 1

Car Wash Industry Statistics

The car wash industry is growing rapidly because of the need and want for cleaner vehicles. This is a growing industry, and here are some of the car wash industry statistics that might shock you as a consumer, car wash employee or owner.

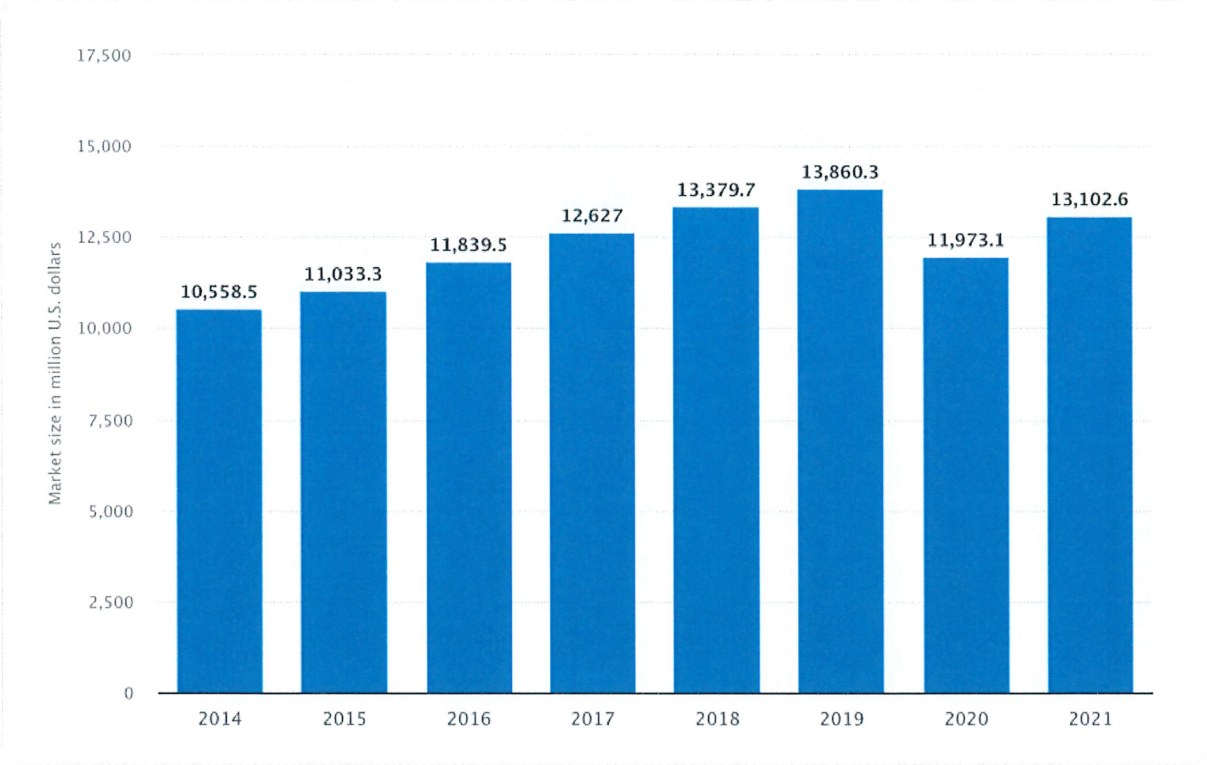
Overview Of The Car Wash Industry

Industry	Car Wash
Market Size in 2021	$13.1 billion
Revenue in 2021	$5.8 billion
2020-2028 Growth Rate	3.8%
Number Of Car Washes Globally	113,000
Revenue forecast in 2028	$37.6 billion

The car wash industry generated $5.8 billion in revenue in 2021.

Revenue	Amount (USD)
2021 Revenue	$5.8 billion
2021 Annual Revenue Including Gas Purchases	$48 billion

The car wash industry is worth $13.1 billion in 2021.



How many cars do car washes wash a day?

In the United States, approximately 8 million vehicles are washed at car washes every day.

This number has increased over the years, as more people have grown to prefer having their vehicles washed professionally instead of taking the time to do it at home.

How many car washes are there?

There are **113,000** car wash establishments globally in 2021.

Number Of Car Washes Globally	113,000
Number Of Car Washes In The USA	16,000
Number of full-service carwashes	9,000
Number of exterior conveyor washes	10,500

Number of self-serve car washes	36,500

How many times per month do Americans get their car washed?

In the United States, around 66% of car owners will get their vehicle washed anywhere from one to two times every month, depending on the various factors.



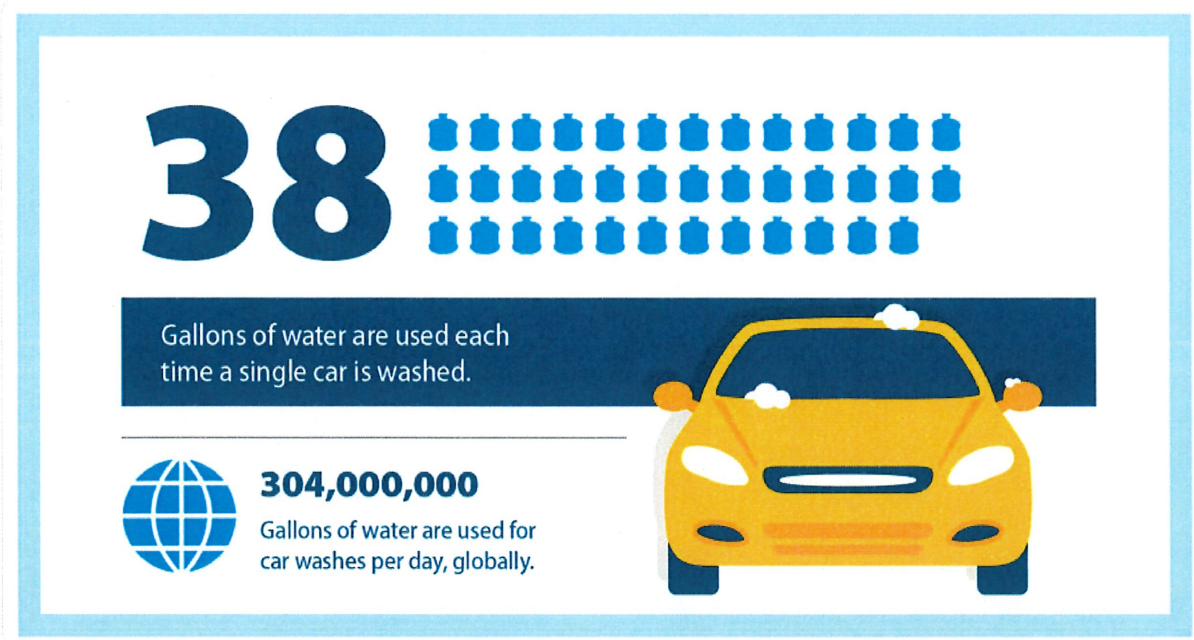
Approximately 66% of car owners that live in the U.S. will get their vehicle washed one to two times every month.

Source: Onedesk

onedesk

However, the answer to this question can vary based on where someone lives and the type of terrain that people are forced to drive on regularly.

Roughly 38 gallons of water are used each time a single car is washed.



304 million gallons of water are used for car washes per day, globally.

What U.S. state has the most car washes?

California has the highest number of car washing businesses available for citizens when it comes to car washes in the United States.

Less than 2 years ago, the total car wash sales from California were approximately $1.6 billion, and that is projected to increase in the next few years.



With a whopping $1.6 billion in revenue, California is the leading state in the U.S. when it comes to the revenue received from car washes.

Source: Onedesk

onedesk

However, based on population size, the District of Columbia actually had a higher average sales than California.

There are 350,000 car wash employees globally in 2021.

What is the car wash service market growth?

Overall, the car wash service market has been increasing over the last few years by approximately 3%, and it is expected to continue growing at this rate until 2028.

However, this is an estimate. It could be higher or slightly lower from year to year, but it is still expected to grow.

How competitive is the car wash industry?

The car wash industry is a very competitive market. Unlike with other industries, this market is capable of making way for smaller businesses that want to get in on the industry because it isn't controlled by a single or small larger group of businesses.

This makes it easier for smaller businesses to get on the ground floor of the industry without being taken over. It is also competitive because there are other services that you can offer at a car wash that can increase your customer count on a regular basis, like auto-detailing.

In order to be successful in this type of business, there are various things that you need to consider before opening up.

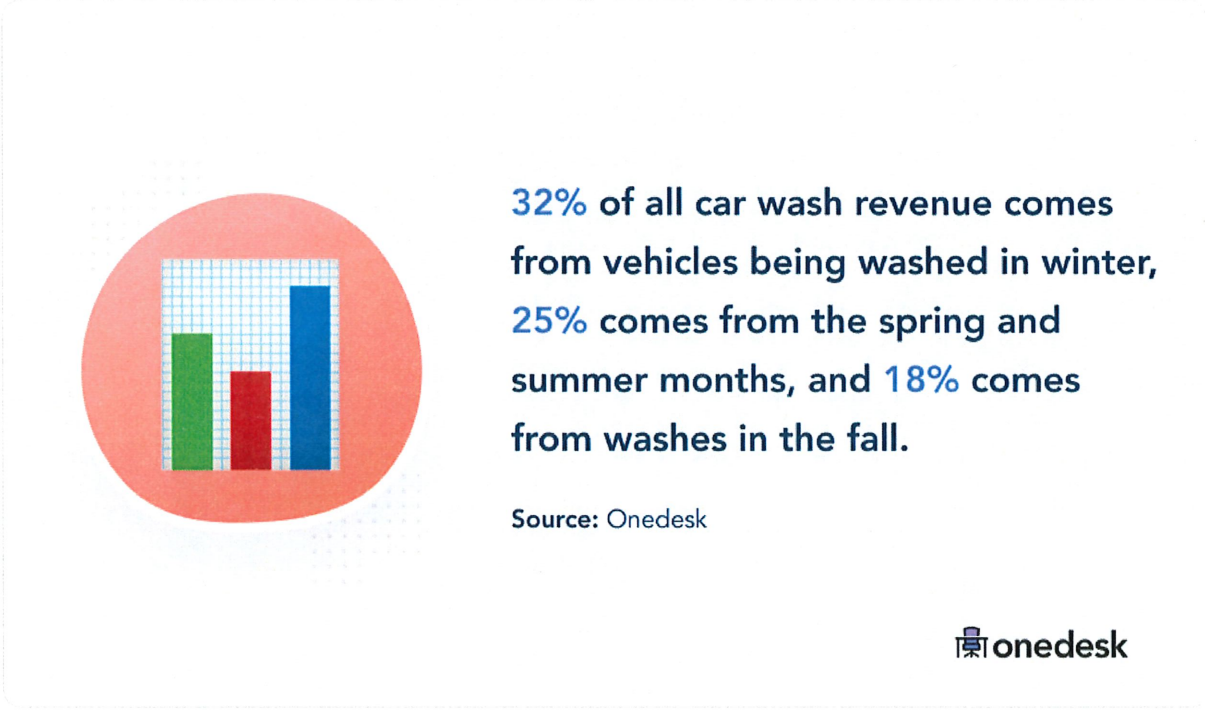
For instance, are you going to open a self-service or a full-service car wash? Also, what is the average price per gallon of water in your area?

Although there are a number of factors that you need to consider, there are numerous ways for you to ensure that you are competitive in the industry and can make it work for you.

What is the most popular season for car washes?

The most popular season for having a vehicle washed at a car wash is in winter.

Approximately 32% of yearly revenue in the car wash industry is generated during the winter, and this is closely followed by spring and summer that both make up 25% each.



Car Wash Profitability Statistics

Just like in any industry, profitability is extremely important, otherwise, the industry would not be worth taking a risk on for new business owners. Here are the most important profitability statistics that come from the car wash industry.

How profitable is a car wash?

The profitability of a car wash depends on the type of car wash that you are looking at.

For instance, an in-bay automatic car wash is capable of washing approximately 20,000 cars annually, and this yields an annual profit of about $86,531.

However, a self-serve car wash only yields about $30,000 in profit, but a tunnel car wash can reach well over $500,000 in profits each year.

These figures are just averages for the industry, but there are a lot of factors that go into these numbers.

Location is one of the biggest factors because the larger the population in the area, the higher the revenue chances for the car wash.

How much money do car washes make per year?

Just like the profitability of car washes, the amount of money that a car wash can generate depends on where it is located and the type of services that the car wash provides.

For instance, self-serve car washes do not make as much money as tunnel car washes or in-bay automatic car washes, but they can still generate up to $41,000 a year on average.



Self-serve car washes do not make as much money as tunnel car washes or in-bay automatic car washes, but they can still generate up to $41,000 a year on average.

Source: Onedesk

onedesk

This is the lowest car wash revenue generator, and the tunnel car wash is the most profitable and generates the most revenue annually at an average of $686,250.

So, there is definitely money to be made in the car wash industry.

How much do car wash owners make?

The answer to this question can be a little difficult to determine because it depends on the type of car wash that is provided, the location of the car wash, and the amount of money that the car wash charges per car.

However, a smaller car wash can have an annual profit of $55,000 to $100,000 per year for a self-service car wash.



A smaller self-service car wash can have an annual profit of $55,000 to $100,000 per year.

Source: Onedesk

onedesk

However, a full-service car wash business can actually make anywhere from $500,000 to $900,000 annually in profits.

These numbers are vastly different, but it makes sense because these two types of car washes take different resources, both in materials and labor, which can account for the difference in these numbers.

So, all in all, car wash owners can definitely profit from their business and live comfortably.

Are self service car washes profitable?

Although self-service car washes are not as profitable as in-bay or full-service car washes, they are an excellent way to generate a passive stream of income with little to no effort.

Due to it being a self-service business, the owner can cut costs and increase their profits by running and checking on everything themselves.

On average, depending on the location, a self-service car wash can make close to $1,500 a day, but it is more realistic to expect $250 to $750 per day.

What is the average car wash profit margin?

The average profit margin per car is approximately 29%, which for the average $15 ticket is $4.35. Obviously, the more the ticket price for the car wash the higher the

average profit margin will be more.



When looking at a profit margin it can be difficult to calculate, depending on the size of the business.

When calculating these numbers, some of the things that should go into calculating this average are the daily traffic count, price per car, the number of days the car wash is open, the cost of materials and maintenance, and the cost of labor if it requires it.

The average ticket price for a car wash is approximately $15 and after all of the costs that go into running the car wash.

CHAPTER 3

Car Auto Detailing Industry Statistics

Car auto-detailing businesses are often coupled with car washing businesses, but in general, auto-detailing businesses provide higher profit margins.

However, it can cost more to run these businesses because of the extra labor and materials that are needed to run them properly. Here are a few statistics about the auto detailing industry.

How many years do cars last?

In the past, cars lasted longer than some of the newer models, but that is part of choosing to drive a car with higher technology than was available in the past.

Currently, most cars on average last for approximately 12 years, but this is just an average.



There are many cars that are capable of lasting even longer, but it is better to expect the average than think it could last longer.

Do consumers prefer to get their cars washed professionally or at home?

This is entirely based on the preference of the consumer because some people prefer to do the work on their car at home, but others like the idea of having a professional take care of their car to ensure the best results.

In North America alone, there are more than 2 billion cars washed by professional car washes every year.



Not to mention, people who are concerned about the environment tend to go to car washes.

Due to proficiency, professional car washes are faster than washing cars, which means that they are less of a drain on the environment. They are capable of minimizing the amount of water than someone washing their car at home, which is an important distinction for the environment.

Plus, they often use environmentally friendly materials to wash cars that consumers appreciate like phosphate-free and biodegradable cleaners that consumers might not have access to when washing their own cars.

What percentage of consumers are willing to pay more for eco-friendly services?

Approximately 77% of Americans are concerned about the environment and take this into consideration when purchasing products.

According to statistics, 75% of millennials and 57% of boomers take note of this sort of thing, and they will generally pay more for a car wash that is professionally done as long as it is done with eco-friendly materials and services.

What US cities have the highest concentration of detailing businesses?

There are a lot of excellent detailing businesses throughout the United States, and currently, the following cities are the five cities that have the highest concentration of detailing businesses:

- Glendale, Arizona
- East Honolulu, Hawaii
- Silver Spring, Maryland
- Knik-Fairview, Alaska
- Waipahu, Hawaii

What US cities have the lowest concentration of detailing businesses?

The cities that have the lowest concentration of detailing businesses are generally smaller towns and areas that have less pollen count than other cities, which require the need for as many car washes and detailing businesses.

It's important to keep these types of statistics in mind when you are planning on opening a detailing business because it can directly affect the amount of business that you will have to contend with in the area.

What are the annual sales of chemicals in the car wash market?

There are a lot of different types of chemicals that are used in detailing businesses and car washes, and it's important to take the cost of these chemicals into account when you are considering opening your own detailing business.

On average, car washes and auto detailing businesses can use anywhere from $5,000 to $20,000 worth of chemicals annually.

However, this depends on the size of the business and the frequency of cars that go through the business on a daily basis.

Companies that use eco-friendly products do spend more on their chemicals, but these businesses are also able to sell their services for more than if they were using other types of chemicals in their business.

What is the average price of car detailing services in the US?

Many people do not realize that regular car washes are different than car detailing services. The average price for a regular car wash is approximately $15, but the average detailing price in the United States runs about $160.

There are several types of services that come with car detailing, and many businesses have different packages that people are capable of choosing from to provide a variety of services for different income budgets, which can allow them to work with people from all income brackets.

How much do American car detailers make per year?

On average in the United States, car detailers make about $12 an hour, and for those that are willing to work overtime, they will get approximately $4,000 in extra pay a year.

Currently, they make an annual average of $27,735, but this is just an average.

Car detailers that work in larger cities or for larger companies tend to make more, and if they do a good job, they often are able to generate their own client base, which can help to increase their annual income.

CHAPTER 4

Car Wash Water Usage Statistics

When it comes to washing cars, one of the biggest statistics that people take into account is water usage. This goes for business owners and their customers.

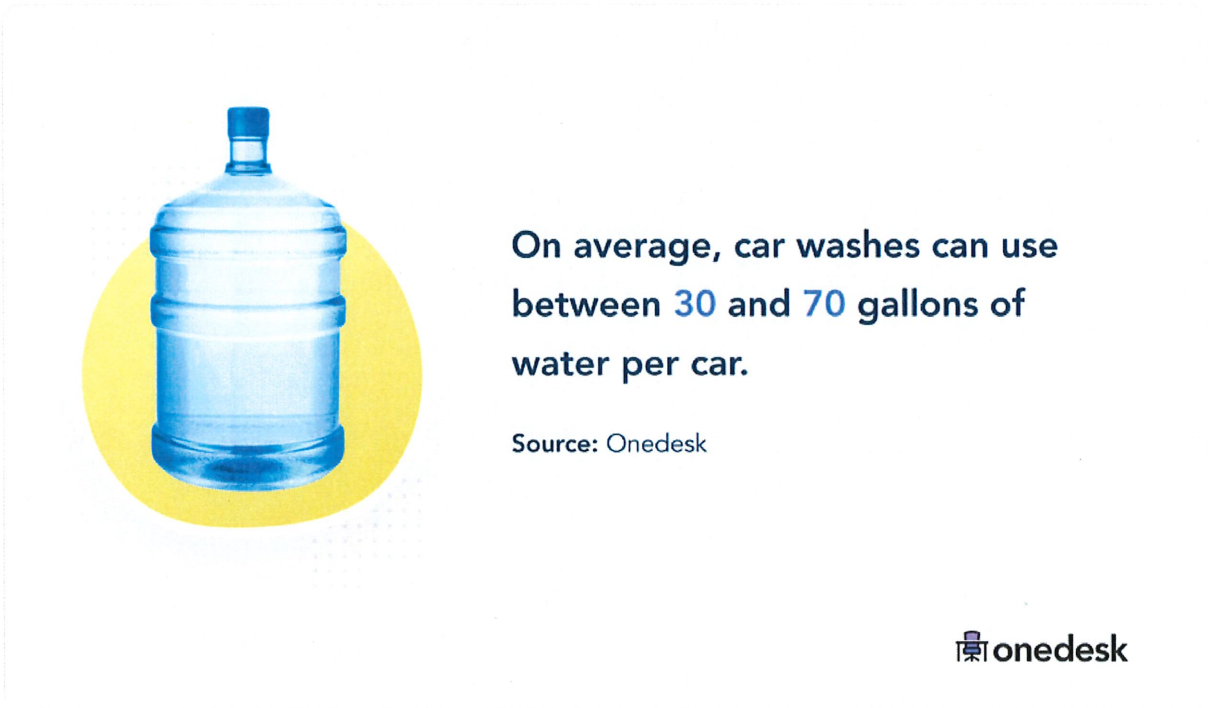
Business owners need to pay for the water usage, and their customers like to know that they are doing business with an eco-friendly conscious business, which includes the amount of water that they use.

Here are some water usage statistics you've probably never seen before.

How much water does an average car wash use?

There are all types of car washes, and depending on the type of car wash, the amount of water usage can vary.

Some car washes only use approximately 35 gallons of water per vehicle, but there are other car washes that can use up to 70 gallons of water per vehicle like a high-pressure touchless car wash.



So, when you are thinking of getting your car washed or if you are planning on opening your own car wash business, you will want to consider the water cost before making a decision on the type of car wash that you will open or use.

Water usage is one of the most expensive expenses that you have to consider in this

business. So you will want to consider the price of water usage to be able to set your prices properly so that you still get an ample profit per car to ensure the business will be successful.

How many gallons of soap does a car wash use?

After you consider the water usage that your business will require, you will want to consider the amount of soap that will be used.

Most car washes will use 1 ounce of car wash solution per gallon of water. Therefore, you have to consider the type of car wash you want to run here, as well.

For instance, some car washes only use 30 gallons of water per car, and therefore, it will lower the gallons of soap that you will need to use per car.

However, if you use the higher-pressure car wash type, you could use up to 70 gallons of water. Therefore the amount of soap solution that you will need to use will be doubled, as well.

Conclusion

Overall, the car wash industry is a profitable business to be in. It provides an ample amount of revenue and profits for the business owner and their employees.

Finally, this industry is an excellent one to go into by a smaller business owner because the industry is not locked down by just a few larger companies, which means there is potential to grow for smaller car washes.



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APPENDIX B

MOTOR AND WHEELS

Car Wash Demographics: 65 User Facts & Numbers [2023]

January 2, 2023 / By Peter Jones / Cars

In this blog post, we'll take a closer look at the demographics of car wash users.

From age and gender to income and location, we'll explore the characteristics that define the typical car wash user.

So, if you're curious about who's keeping their cars squeaky clean, keep reading to learn more.

Table of Contents

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Quick Facts About Car Wash Users

- On average, Americans get their cars washed approximately 13 times per year, which translates to around one or two times per month.
- More than 2 billion cars are washed every year in North America, with Americans spending USD 5.8 billion at car wash facilities annually.
- Over the past decade, more than 70% of car owners in the United States have switched from handwashing their vehicles to using car washing facilities.
- Approximately 65% of car wash facilities in the United States also serve as fuel dispensers.

These facts highlight the significant prevalence and usage of car wash services among the American population.



- The target age for customers is between 35 and 55, with more than half being women
- Many Americans wash their car around 13 times a year, indicating that the majority of car wash users visit a car wash establishment one or two times per month.
- In the United States, the percentage of drivers that report most frequently washing their vehicle at a professional car wash has increased from approximately 48% in 1994 to more than 77% in 2019.

It is evident that the car wash industry in the United States has grown significantly over the years, with a diverse workforce and an increasing number of drivers opting for professional car wash services.

Read also: How and when should you wash a Tesla?

Gender Demographics for Car Wash Users

- There are few more female car wash users than there are male users.
- Male car *cleaners*, however, make up a significant portion at 81.6%, while women account for 18.4% of the workforce in the industry.

The distribution of gender in the car wash industry shows a clear disparity, with men dominating both car cleaning and car washing roles.

This trend extends across different geographic locations and market segments, indicating a pattern that is both widespread and persistent.

Ethnicity Demographics

Car wash demographics show distinct patterns among different ethnic groups working in the industry or owning businesses.

Some statistics regarding car wash demographics based on ethnicity include:

- The most common ethnicity of car washers is White (55.2%)
- Hispanic or Latino individuals make up 19.8% of car washers
- Black or African American individuals constitute 13.8% of car wash workers
- About 5.7% of car washers are considered Unknown ethnicity

In terms of business ownership, several trends can be observed:

- Car washes are predominantly owned by non-Hispanic White men

demographic patterns can help inform strategies and initiatives aimed at promoting diversity and inclusion within the industry.

Education Level Demographics

According to the available data, the education level demographics for car washers in the United States are as follows:

- 64% have a high school diploma
- 12% possess a diploma, potentially indicating vocational education or some college experience
- 9% hold an associate degree
- 9% have a bachelor's degree
- 6% of car washers have other types of degrees or educational qualifications

These statistics illustrate that the majority of car washers have at least completed high school, with a significant percentage pursuing education beyond that level to various extents. It is important to note that these numbers may vary depending on the location, type of car wash establishment, and

employees in this field possess a variety of skills that could contribute to the overall service quality and customer experience. It is evident that the industry succeeds in accommodating a diverse workforce with differing education levels, which can lead to a unique blend of knowledge and expertise.

Average Income Level

- In the United States, car washes with paid employees had 163,178 workers in 2019, earning an average annual salary of $21,911.
- American car dealers with wash facilities make around $27,735 annually, with Maryland having the highest at $100K per year.
- Small self-service car washes' average annual profit is over $40,000, while larger and luxurious car washes can earn over $500,000 per year.
- Consumers spend $5.8 billion annually on car wash services, and each car wash has about 20,000 clients annually.
- Among car wash attendants, men earn an average income of $27K, while women earn slightly less at $26K.

The data reveals a diverse demographic of car wash employees and varying income levels within the industry, from smaller self-service facilities to high-end luxury establishments.

Read also: Can my car go through a carwash?

Other Interesting Facts About The Effect Of Car Wash Users

- Employees of car washes in Maine were the most "productive," generating $94,234 in sales per employee compared to $60,099 for the nation.
- Washing and Cleaning Services for Automobiles and Light-Duty Trucks made up 84.2% of the $9.7 billion of total sales of car washes in 2017.
- Car wash water statistics indicate that 66% of Americans get their cars washed approximately 13 times per year, putting the average washes per month at one or two times.
- Most car wash stations are also fuel dispensers, with approximately 65% of car wash facilities serving as fuelling points as well.
- The percentage of drivers that report most frequently washing their vehicle at a professional car wash has increased from approximately 48% in 1994 to more than 77% in 2019.
- In 2019, there were over 160,000 car wash facilities in the US.
- The car wash industry employs over 700,000 people in the US.
- Full-service car washes account for approximately 22% of all car wash facilities in the US.
- The average price of a car wash in the US is around $15.
- The global car wash and detailing services market was valued at $47.5 billion in 2020.
- In 2021, the number of vehicles in operation in the US reached a record high of 284.5 million.
- In the US, automatic car washes are the most common type of car wash facility, making up approximately 80% of all car washes.
- The cost of starting a car wash business can range from $10,000 to over $1 million.
- The car wash industry in the US is expected to grow at a CAGR of 3.2% from 2020 to 2025.
- In 2017, the average car wash facility generated $670,000 in annual revenue.
- California has the most car wash facilities of any US state, with over 10,000 locations.
- The average car wash takes between 10 and 15 minutes to complete.
- Approximately 20% of car washes in the US are owned by chains with multiple locations.
- The car wash industry in the US is highly fragmented, with the top 50 companies accounting for less than 20% of total revenue.
- In 2021, the revenue of the car wash and detailing services market in the US is expected to reach $10.6 billion.
- The average revenue per car wash in the US is approximately $20.
- In 2019, the most common car wash location was a gas station or convenience store, accounting for 48% of all car washes.

2020 to 2025.

- Hand car washes make up approximately 4% of all car wash facilities in the US.
- In 2019, approximately 60% of car washes in the US offered unlimited wash plans or memberships.
- Approximately 30% of car wash customers in the US are loyal to a specific brand or location.
- In 2019, the average cost of a basic car wash was $11.
- The US car wash industry uses approximately 2.8 billion gallons of water per year.
- The most common type of car wash brush is made of nylon, accounting for approximately 80% of all brushes used in the industry.

The data demonstrates the changing landscape of car wash usage over time, highlighting the impact of factors such as productivity, fuel dispensing capabilities, and consumer preferences.

Sources

- https://www.carsurance.net/blog/car-wash-statistics/
- https://www.zippia.com/car-washer-jobs/demographics/
- https://www.zippia.com/car-wash-attendant-jobs/demographics/

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APPENDIX C

Car Wash Industry Statistics

Carwash Industry Statistics	Data	% of Industry
Car wash industry annual revenue	$5.8 billion	
Car wash industry annual revenue including gas purchases	$48 billion	
Annual car wash industry revenue growth from 2006-2011	-1.60%	
Number of full-service carwashes	9,000	8%
Number of exterior conveyor washes	10,500	9%
Number of self-serve car washes	36,000	32%
Number of in-bay automatics	58,000	51%
Total number of carwashes	113,000	
Total number of car wash employees	350,000	
Number of cars washed annually	2.3 Billion	
Number of cars washed per day	8 Million	
Percent of car washes that also dispense gasoline	65%	
Percent of car washes owned by small business persons	90%	
Estimate number of gallons of water used on each car	38 gallons	
Average annual number of gallons of water lost per car wash	48,000	
In-Bay Automatic Statistics for a single operation		
Average number of cars washed annually	19,947	
Average sale per vehicle	$6.34	
Average profit per vehicle	$4.35	
Average annual profit	$86,531	
Average annual revenue	$139,000	
Self-Serve Statistics for a single operation (Wand or Coin-op Style)		
Average monthly revenue per bay	$1,489	
Average percent of time bay is in use	10%	
Average annual revenue for a 2 bay operation	$41,000	
Tunnel Carwash Statistics for a single operation		
Average number of cars washed per year	45,750	
Average price per carwash	$15	
Average annual revenue	$686,250	
Busiest Carwash Days by Percent of Weekly Washes		
Saturday	25%	
Friday	20%	
Sunday	12%	
Monday	12%	
Strongest Seasons of the Year by Percent of Sales		
Winter	32%	
Spring	25%	
Summer	25%	
Fall	18%	

*Statistic Brain 2017

Sources: MSSP, IRS, Professional Carwashing & Detailing, US Census Bureau

# of Cars in the US

253,000,000

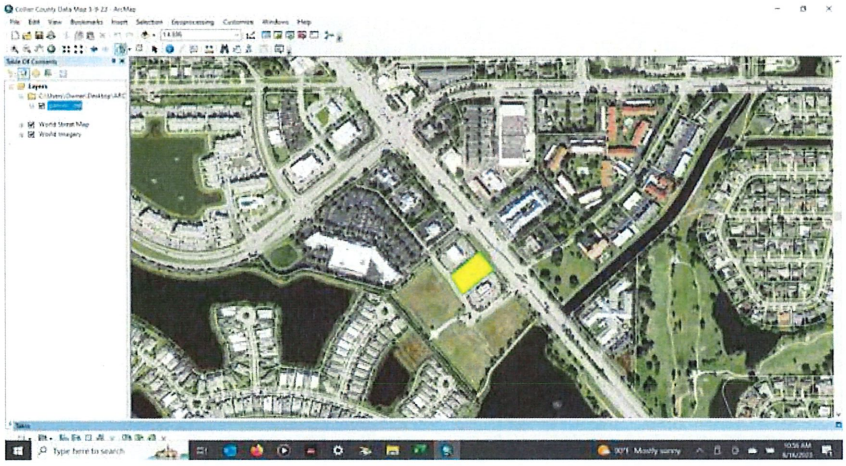
Avg # of Washes/Car

9.09

APPENDIX D

DOWNTOWNER CAR WASH

PIN	ACRES_GIS	O_NAME1	S_ADDRESS	SQFT_ADJ	YRBLT_ACT	LUSE	LUSE_D
71750002442	0.93	DT 5080 TAMIAMI TRL E LLC	5080 TAMIAMI TRL E	3,770	2019	27	Auto Sales/Service



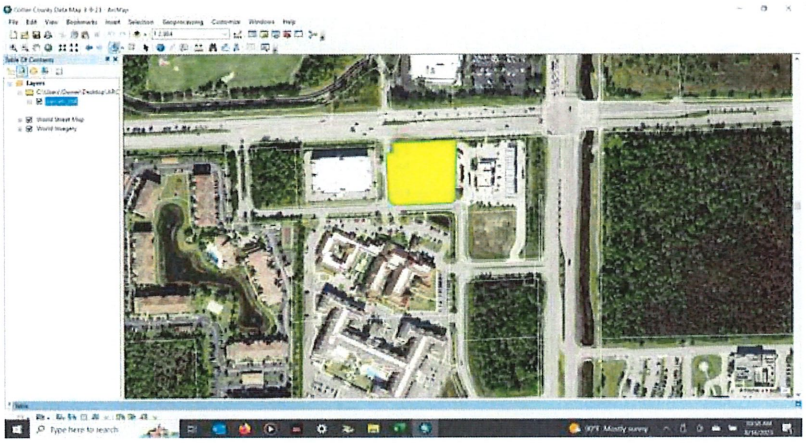
	Price
Base Exterior	$11.00
Exterior #2	$15.00
Platinum Exterior	$20.00





MISTER CAR WASH

PIN	ACRES_GIS	O_NAME1	S_ADDRESS	SQFT_ADJ	YRBLT_ACT	LUSE	LUSE_D
73620100566	1.815629	WFCW PROPCO RATTLESNAKE LLC	7405 RATTLESNAKE H/	4,372	2020	27	Auto Sales/Service



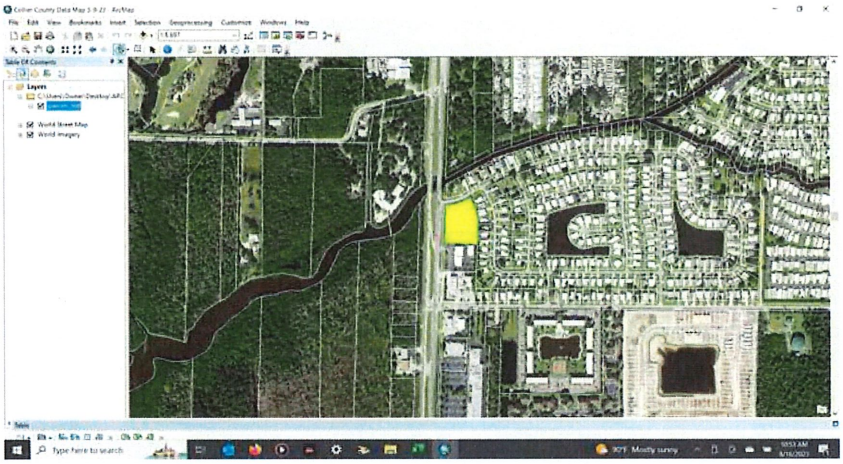
	Price
Base Exterior	$10.00
Exterior #2	$15.00
Platinum Exterior	$20.00





DOLPHIN CAR WASH

PIN	ACRES_GIS	O_NAME1	S_ADDRESS	SQFT_ADJ	YRBLT_ACT	LUSE	LUSE_D
736200501	2.03	FTY FLORIDA LLC	6240 COLLIER BLVD	3984	2019	27	Auto Sales/Service



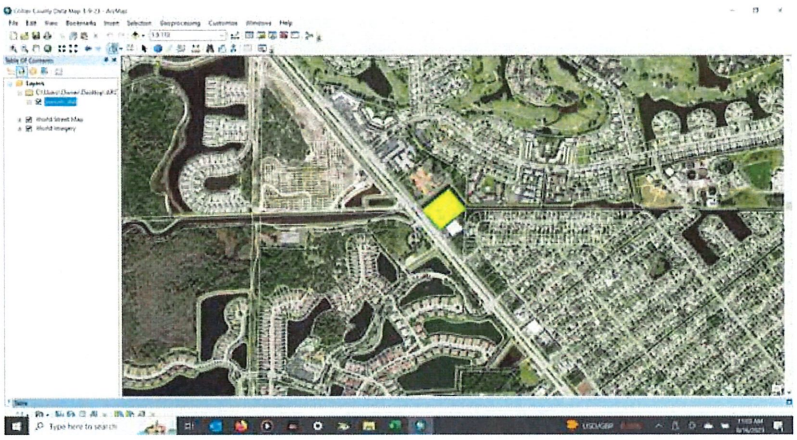
	Price
Base Exterior	$10.00
Exterior #2	$14.00
Platinum Exterior	$17.00





PUMP & MUNCH GAS STATION CAR WASH

PIN	ACRES_GIS	O_NAME1	S_ADDRESS	SQFT_ADJ	YRBLT_ACT	LUSE	LUSE_D
55150680008	3.83247	JM SOUTHWEST LLC	9995 TAMIAMI TRL E	3928	2008	27	Auto Sales/Service

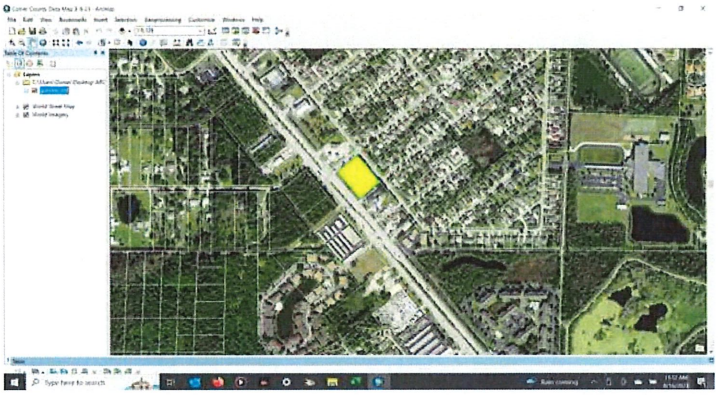


	Price
Base Exterior	?
Exterior #2	?
Platinum Exterior	?



TOUCH FREE CAR WASH & PERSONAL WASH BAYS

PIN	ACRES_GIS	O_NAME1	S_ADDRESS	SQFT_ADJ	YRBLT_ACT	LUSE	LUSE_D
62250380000	1.56	PALM WASH & LAUNDRY LLC	11345 TAMIAMI TRL E	8138	1999	12	Mixed Use - Store/Office (with SFR)



	Price
Base Exterior	?
Exterior #2	?
Platinum Exterior	$16.00

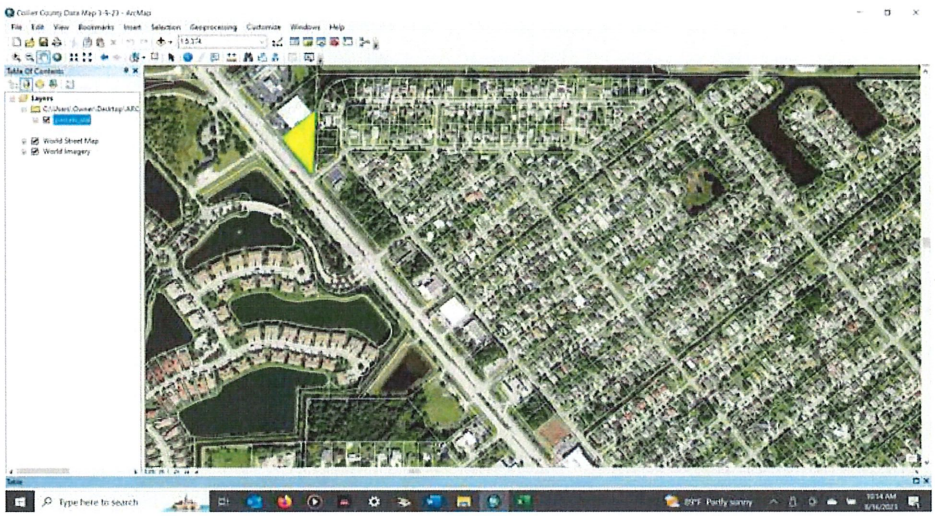




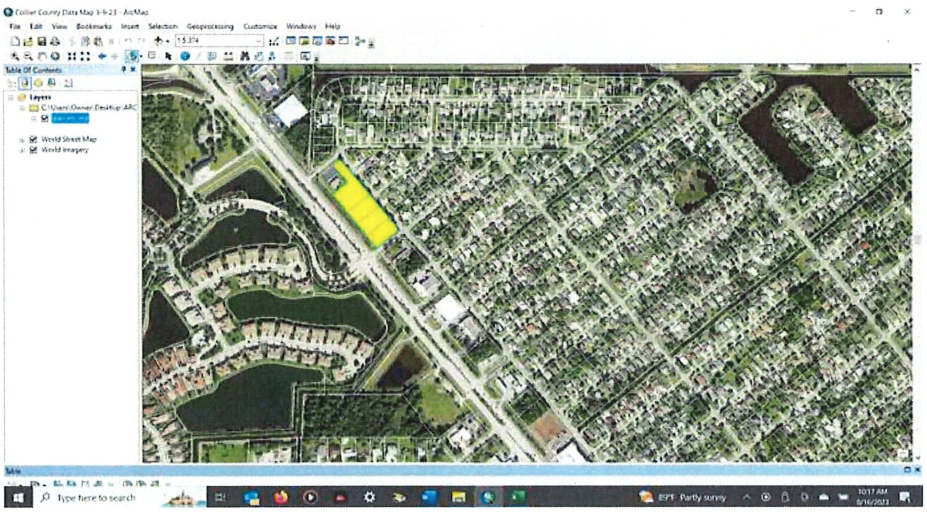
APPENDIX E

NORTH SIDE OF TAMIAMI TRAIL EAST

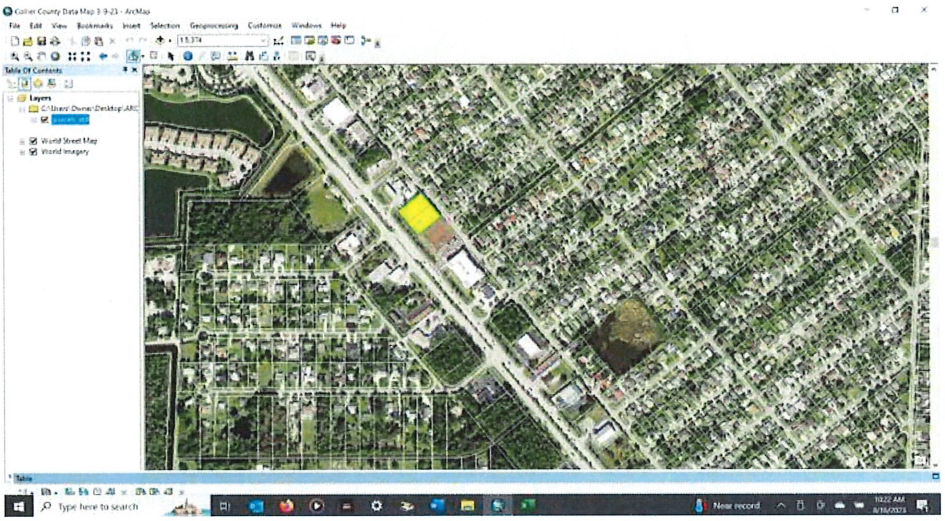
PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
439480000	1.15	TAMIAMI DIXIE LLC		10	Vacant Commercial



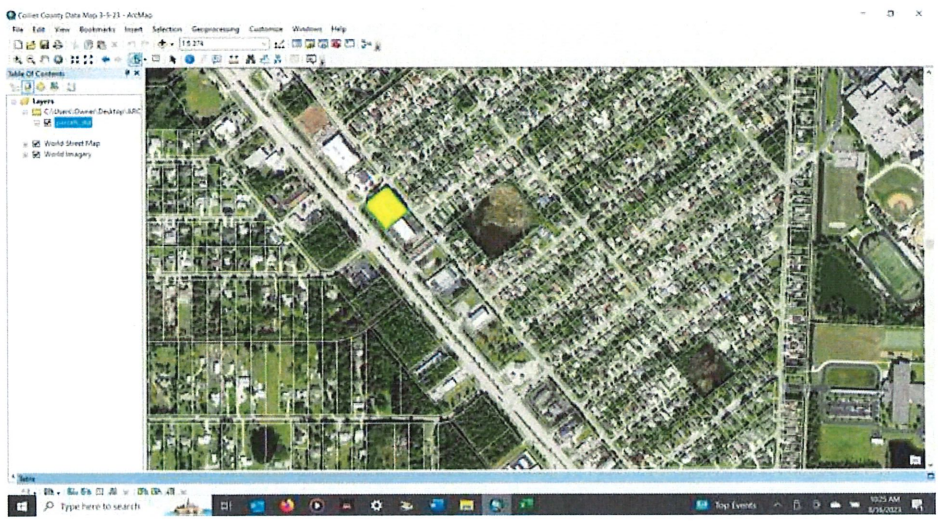
PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
62040120001	0.49	341 PROPERTIES LLC		10	Vacant Commercial
62040200002	0.50	341 PROPERTIES LLC		10	Vacant Commercial
62040080002	0.98	341 PROPERTIES LLC		10	Vacant Commercial
62040160003	0.49	341 PROPERTIES LLC		10	Vacant Commercial



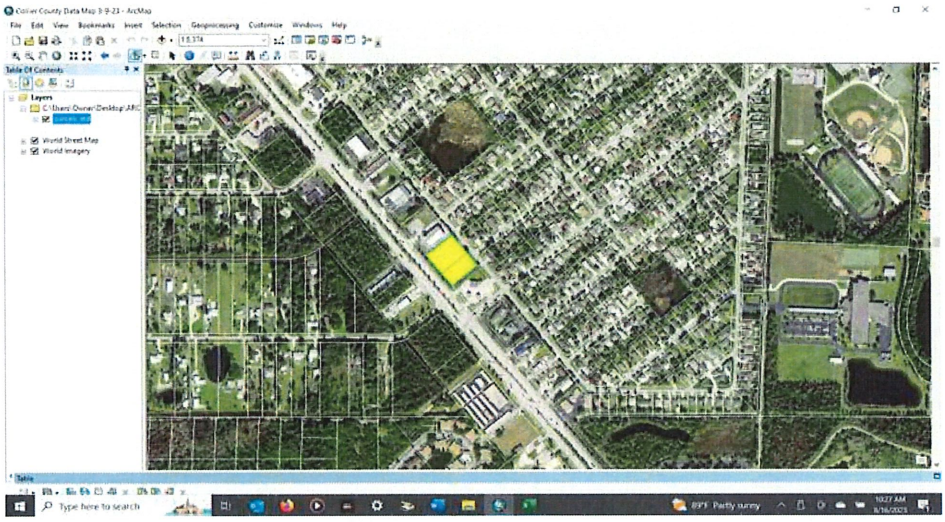
PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
62150280006	0.48	IRON GATE MOTOR CONDOS		10	Vacant Commercial
62150320005	0.48	IRON GATE MOTOR CONDOS		10	Vacant Commercial



PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
62090160008	1.03	LEROY & LORETTA HUENFELD TRUST		10	Vacant Commercial

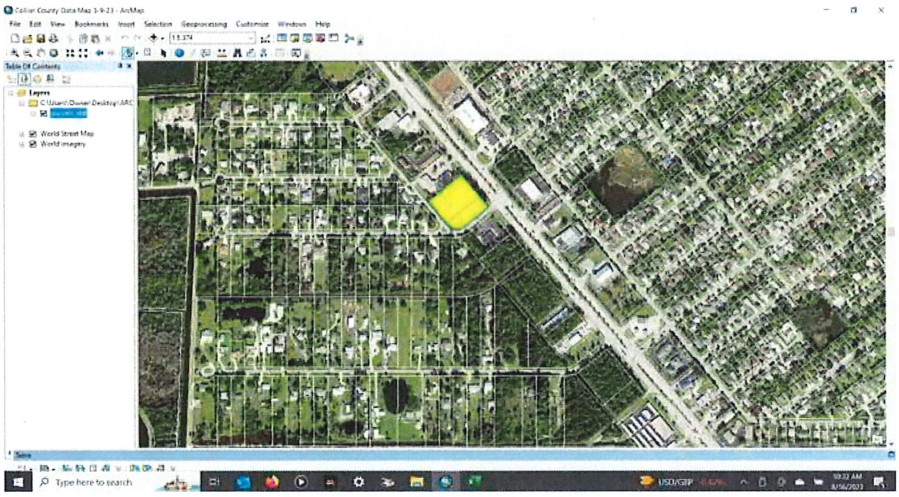


PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
62250240001	0.85	LEMAE INC		10	Vacant Commercial
62250280003	0.57	LEMAE INC		10	Vacant Commercial

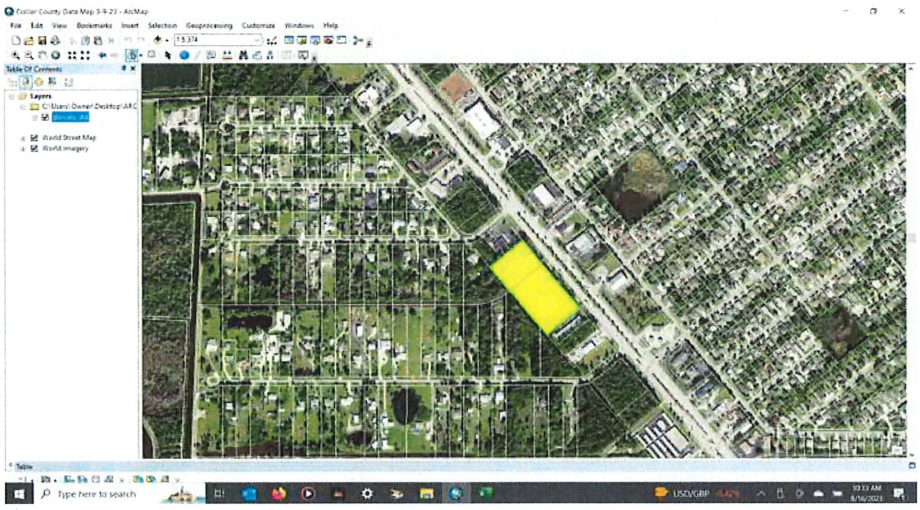


SOUTH SIDE OF TAMIAMI TRAIL EAST

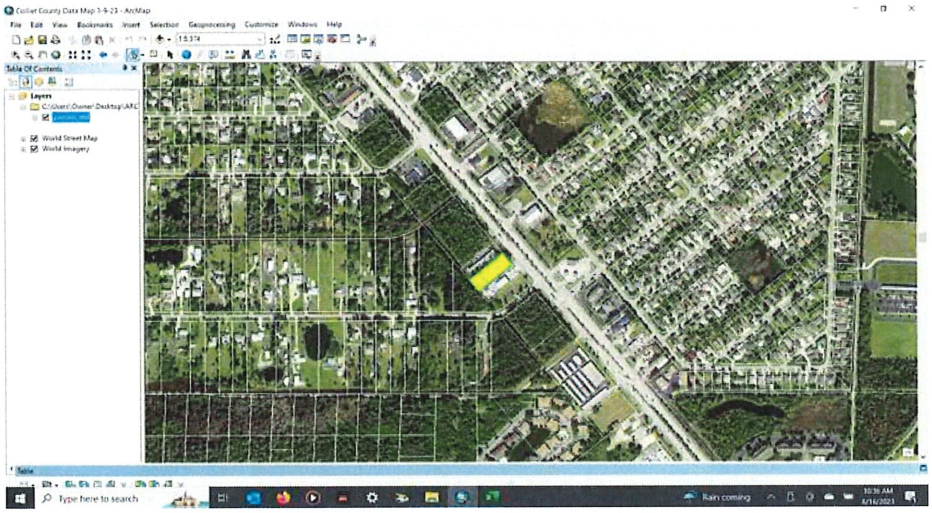
PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
60783040000	0.65	TAMIAMI CYPRESS LLC		10	Vacant Commercial
60783080002	1.37	TAMIAMI CYPRESS LLC		10	Vacant Commercial



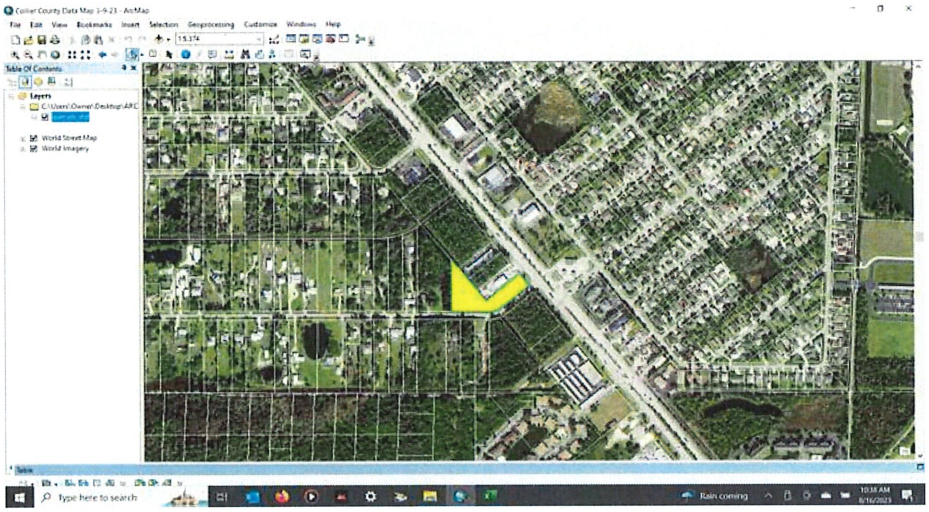
PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
60782920008	1.52	LAWRENCE N THOMPSON TRUST		10	Vacant Commercial
60782280007	2.83	41 SQUARE LLC		10	Vacant Commercial



PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
60782200003	0.69	DEHN, TOM		10	Vacant Commercial



PIN	ACRES_GIS	O_NAME1	S_ADDRESS	LUSE	LUSE_D
60782120002	1.92	KC NAPLES TAMIAMI LLC		10	Vacant Commercial



List of Planned Unit Developments located in Market Area.

A. S. G. M. Business Center
Argo Manatee
Artesa Pointe
College Park
College Regional Medical Center
Collegewood
Dockside
Eagle Creek
Enbrook
Falling Waters
Hacienda Lakes
Hibiscus PUD
Huntington Woods
Laly County Club
Lands End Prserve
Lely Palms of Naples
Lely Resort
Mandaly
Miceli
Myrtle Woods
Naples Lakes CC
Naples Motorcoach Resort
Pelican Lake
Price Street and 41
Riverbend
Rockledge
Royale Woods G&C Club
Sable Bay
Shadow Wood
Sierra Meadows
Silver Lakes
Tamiami Crossing
Tree Tops
Victoria Falls
Vincentian Village
Wentworth Estates
Whispering Cove
Winding Cypress
Windsong

Source: Collier County Growth Management Community Development Department's Planned Unit Development shapefile and Environmental Systems Research Institute, Inc ("ESRI")

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

NIM #1 DOCUMENTS

Neighborhood Meeting Summary
Barefoot Williams Commercial Subdistrict SSGMPA (PL-20220005822)
11760 Tamiami Trail East Rezone (RZ-PL-20220005137)

July 24, 2023 at 5:30 PM
Rookery Bay National Estuarine Research Reserve, The Auditorium
300 Tower Road, Naples, FL 34113.

A NIM was held for the above-referenced petitions. The petitions are described as follows:

1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and
2) **RZ-PL-20220005137 (11760 Tamiami Trail East Rezone):** An application to rezone the property from the C-3 Zoning District to the C-4 Zoning District. However, the proposed C-4 Zoning District for the property will be limited to permit only one C-4 commercial use (car wash, limited to one on the property), along with the currently permitted C-3 commercial uses.

Property Owners/Applicants:
11760 Property, LLC

Applicant Attendees:
Rick Scali, Owner

Consultant Attendees on Behalf of the Applicant:
Clay C. Brooker, Esq., Cheffy Passidomo, P.A.
Robert J. Mulhere, FAICP, Senior Vice President, Hole Montes, a Bowman Company
Ellen Summers, AICP, Principal Planner, Hole Montes, a Bowman Company
Norman Trebilcock, P.E., AICP, Trebilcock Consulting Solutions, PA

Attendees on Behalf of Collier County:
Michelle Mosca, AICP, Planner III
Timothy Finn, Planner III

There was one member of the public physically in attendance, and one member of the public in attendance via Zoom. Ellen Summers provided a presentation on the proposed SSGMPA and the Rezone request. The presentation lasted approximately 10 minutes.

Following the presentation, the meeting was opened up for comments and questions from the members of public in attendance in person and on Zoom. There was one question raised by a member of the public regarding what the plans are to develop the other portion of the site (that will not be occupied by the car wash). Ellen Summers responded that the portion of the site in question does not have a definitive use in mind, but may be developed with retail, a small restaurant, or office space. The NIM concluded at approximately 5:42 PM.

AFFIDAVIT OF COMPLIANCE

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the county to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance.

(Signature of Applicant)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Affidavit of Compliance was acknowledged before me this 10th day of July 2023 by means of X physical presence or _____ online notarization, by Robert J. Mulhere, FAICP, Senior Vice President of Hole Montes, a Bowman Company, who is personally known to me X or who has produced _____ as identification.

Stephanie Karol
Signature of Notary Public

(Notary Seal)

Stephanie Karol
Printed Name of Notary

STEPHANIE KAROL
Notary Public - State of Florida
Commission # GG 965839
My Comm. Expires Mar 9, 2024
Bonded through National Notary Assn.

July 7, 2023

Re: Barefoot Williams Commercial Subdistrict SSGMPA (PL-20220005822)
11760 Tamiami Trail East Rezone (RZ-PL-20220005137)
HM File No. 2023.006

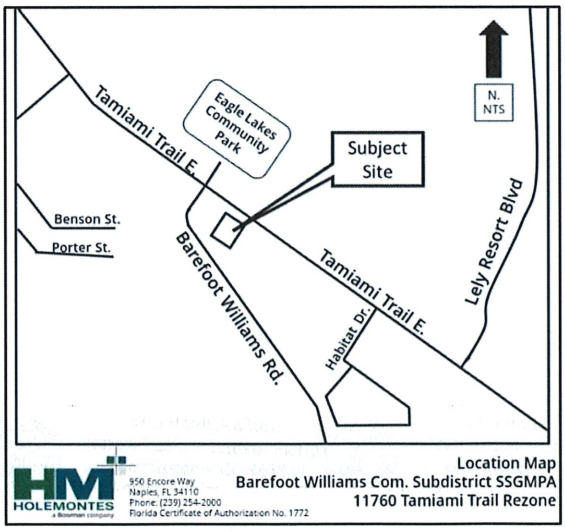
Dear Property Owner:

Please be advised that Robert J. Mulhere, FAICP, Senior Vice President, Ellen Summers, AICP, Planner III of Hole Montes, a Bowman Company, and Clay C. Brooker, Esquire of Cheffy Passidomo, P.A., on behalf of the applicant, have made the following two concurrent applications to Collier County Growth Management:

1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and
2) **RZ-PL-20220005137 (11760 Tamiami Trail East Rezone):** An application to rezone the property from the C-3 Zoning District to the C-4 Zoning District. However, the proposed C-4 Zoning District for the property will be limited to permit only one C-4 commercial use (car wash, limited to one on the property), along with the currently permitted C-3 commercial uses.

The property is comprised of 1.92± acres and is located in Section 33, Township 50 South, Range 26 East, Collier County, Florida. The property is situated approximately 350 feet east of the intersection of Tamiami Trail East and Barefoot Williams Road, as depicted in the location map below.

In compliance with the Land Development Code requirements, a Neighborhood Information Meeting will be held to provide you an opportunity to hear a presentation about this petition and ask questions. The Neighborhood Information Meeting will be held on Monday, July 24, 2023, at 5:30 p.m. at the Rookery Bay National Estuarine Research Reserve, The Auditorium, 300 Tower Road, Naples, FL 34113.



950 Encore Way, Naples, FL 34110
P: 239.254.2000
holemontes.com | bowman.com

Zoom is being provided as an option to those unable to attend the meeting in person. However, if technical difficulties arise with Zoom, the technical difficulties will not be grounds to invalidate the meeting. If you would like to participate via Zoom or view a video of the meeting, please email us at NeighborhoodMeeting@hmeng.com and we will send zoom invite or a link of the video. You may also email any comments or questions to NeighborhoodMeeting@hmeng.com. Please reference **East Trail Car Wash** in subject line.

HOLE MONTES, a BOWMAN COMPANY

Robert J. Mulhere, FAICP
Senior Vice President
RJM/sek

950 Encore Way, Naples, FL 34110
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holemontes.com | bowman.com

Naples Daily News
PART OF THE USA TODAY NETWORK
Published Daily
Naples, FL 34110

HOLE MONTES ASSOCIATES INC
950 ENCORE WAY #208
NAPLES, FL 34110

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a PUBLIC NOTICE, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

Issue(s) dated: 7/7/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on JULY 7TH, 2023:

Notary, State of WI, County of Brown

My commission expires: 5.15.27

NANCY HEYRMAN
Notary Public
State of Wisconsin

Publication Cost: $1,008.00
Ad No: GCI1080979
Customer No: 530712
PO #: PUBLIC NOTICE – DISPLAY AD 3X9.95
# of Affidavits: 1

This is not an invoice

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300 Tower Road, Naples FL, 34113

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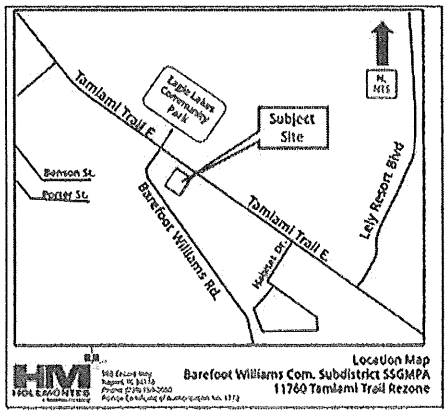

WE VALUE YOUR INPUT

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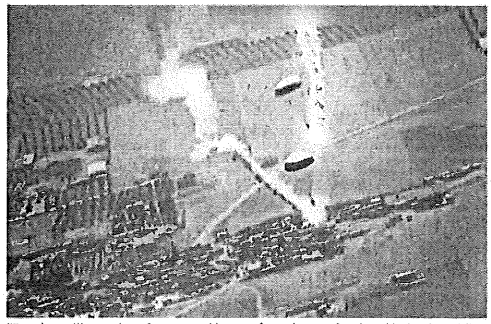
Robert J. Mulhere, FAICP, Senior Vice President
Hole Montes, a Bowman Company

950 Encore Way, Naples, FL 34110; Phone: 239-254-2000

ND-GC1108979-01



"Russian military aircraft engaged in unsafe and unprofessional behavior while interacting with U.S. aircraft in Syria," Lt. Gen. Alex Grynkewich said, adding that the actions threaten the safety of U.S. and Russian forces.
U.S. AIR FORCE VIA AP

Video shows Russian jets 'harassing' drones

Lolita C. Baldor
ASSOCIATED PRESS

WASHINGTON – Russian fighter jets flew dangerously close to several U.S. drone aircraft over Syria, setting off flares and forcing the MQ-9 Reapers to take evasive maneuvers, the Air Force said.

U.S. Air Forces Central released a video of Wednesday's encounter showing a Russian SU-35 fighter closing in on a Reaper and later a number of the so-called parachute flares moving into the drone's flight path. The flares are attached to parachutes.

Lt. Gen. Alex Grynkewich, commander of 9th Air Force in the Middle East, said three of the U.S. drones were operating over northwest Syria after 10:30 a.m. local time, on a mission against the Islamic State group that was not detailed, when three of the Russian aircraft "began harassing the drones." The drones were not armed with weapons and are commonly used for reconnaissance missions.

In a statement, Grynkewich said one of the Russian pilots moved in front of a drone and engaged the SU-35's afterburner, which greatly increases its speed and air pressure. The jet blast from the afterburner can potentially damage the Reaper's electronics, and Grynkewich said it reduced the drone operator's ability to safely operate the aircraft.

"Russian military aircraft engaged in unsafe and unprofessional behavior while interacting with U.S. aircraft in Syria," he said, adding that the actions threaten the safety of the U.S. and Russian forces. "We urge Russian forces in Syria to cease this reckless behavior and adhere to the standards of behavior expected of a professional air force so we can resume our focus on the enduring defeat of ISIS."

Army Gen. Erik Kurilla, head of U.S. Central Command, said in a statement that Russia's violation of ongoing efforts to clear the airspace over Syria "increases the risk of escalation or miscalculation."

About 900 U.S. forces are deployed to Syria to work with the Kurdish-led Syrian Democratic Forces battling the Islamic State militants there.

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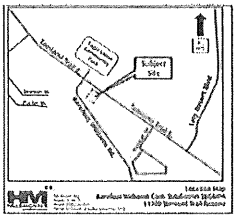

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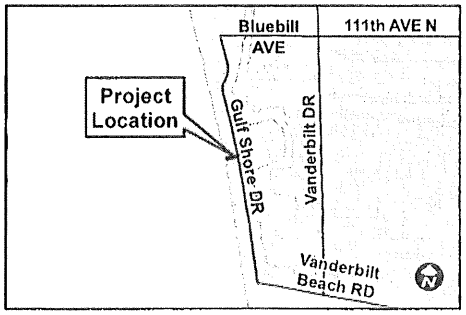
Robert J. Mulhere, FAICP, Senior Vice President
Hole Montes, a Bowman Company
950 Encore Way, Naples, FL 34110; Phone: 239-254-2000

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Collier County Hearing Examiner (HEX) at 9:00 A.M., July 27, 2023, in the Hearing Examiner's meeting room, at 2800 North Horse-shoe Drive, Room 609/610, Naples FL 34104, to consider:

PETITION NO. BLC DEVIATION - PL20230003026 – JAFFEE CANOPY– REQUEST FOR A BOAT LIFT CANOPY DEVIATION TO INCREASE THE ALLOWABLE LENGTH FROM 35 FEET TO 45 FEET, TO ALLOW A BOATLIFT CANOPY MEASURING 45 FEET LONG BY 15.2 FEET WIDE, PURSUANT TO SECTION 5.03.06.G.3 OF THE LAND DEVELOPMENT CODE (LDC). THE SUBJECT PROPERTY IS LOCATED ADJACENT TO 10091 GULF SHORE DRIVE, FURTHER DESCRIBED AS THE NORTH 50 FEET OF LOT 14, BLOCK C, RE-SUBDIVISION OF PART OF UNIT NO. 1, CONNER'S VANDERBILT ESTATES, IN SECTION 29, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.



All interested parties are invited to appear and be heard. All materials used in presentation before the Hearing Examiner will become a permanent part of the record.

Copies of staff report are available one (1) week prior to the hearing. The file can be reviewed at the Collier County Growth Management Community Development Department, Zoning Division, 2800 North Horseshoe Drive, Naples, FL 34104.

As to any petition upon which the Hearing Examiner takes action, an aggrieved petitioner may appeal such final action. Such appeal shall be filed per Section 2-88 of the Collier County Code of Laws and Ordinances within 30 days of the decision by the Hearing Examiner. An aggrieved non-party may appeal a decision by the Hearing Examiner to the Circuit Court of Collier County within 30 days of the decision. In the event that the petition has been approved by the Hearing Examiner, the applicant shall be advised that he/she proceeds with construction at his/her own risk during this 30-day period. Any construction work completed ahead of the approval authorization shall be at their own risk.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

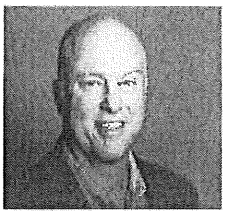
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Zoning Division located at 2800 N. Horseshoe Dr, Naples, Florida 34104, (239) 252- 2400, at least two (2) days prior to the meeting.

Andrew W. J. Dickman, Esq., AICP
Chief Hearing Examiner
Collier County, Florida

ADVERTISEMENT

ED TREATMENTS TO REIGNITE YOUR RELATIONSHIP.

Don't suffer any longer. Achieve lasting intimacy.



Ted Dillon, Owner and Director of Atlantic Men's Clinic, has treated over 6k of patients clinically treated for erectile dysfunction - even in cases where pills or other treatments options have failed.

Erectile Dysfunction (ED) problems aren't solely about sex. They're also about intimacy and your relationship. Because the truth of the matter is that not getting treated often results in serious emotional issues between you and the one you love. And with ED affecting around 50% of men over 50, far too many men are simply suffering in silence and dealing with relationship issues when they really don't have to.

Your Relationship Doesn't have to Tolerate ED.

ED can ruin relationships and take a serious toll on a man's mental health and well-being. And with this terrible condition affecting millions upon millions of men across the United States, we feel ED isn't given enough attention. The consequences associated with erectile dysfunction extend far beyond physical challenges – often leading to failed relationships and psychological damage. What most men don't realize, however, is that there are highly effective treatments available that can restore intimacy with your loved one.

Treatments that are Effective Well Over 90% of the Time.

If you're experiencing ED, and have been disappointed by the results of pills or other treatments - or if you have chosen to overlook the issue altogether - we want you to know that we can likely treat your ED. At Atlantic Men's Clinic, our treatment plans have proven successful for well over 90% of men. Which means you have a great chance to reclaim your sex life and enjoy the incredible benefits that come along with it.

The Specialists in Men's Sexual Health Issues.

At Atlantic Men's Clinic, we provide treatments for ED. We're discreet, professional, and have successfully treated thousands of men in Florida. And we can also assist with low testosterone issues that are often associated with ED.

Stop Suffering with ED. Reclaim Your Sex Life.

If you are like most men, we can help you reignite that spark in your relationship. We're confident that we can help you achieve an erection with an in-office test dose on your first visit.. even if pills or other treatments have failed you in the past, or even if you haven't had an erection in a long time. And if we can't get you an erection in the office, we won't charge you a penny for your office visit. Make an appointment today and achieve the lasting intimacy with your partner that you deserve.

CALL THE ATLANTIC MEN'S CLINIC TODAY
Free first office visit if you mention this ad. Limited time offer.

877-455-7300
1225 Tamiami Trail E, Suite 701
Naples, Florida 34113

Additional Locations: Boca Raton, Coral Gables, Fort Myers, Palm Beach Gardens, and Plantation.

ATLANTIC MEN'S CLINIC

www.AtlanticMensClinic.com

NEIGHBORHOOD INFORMATION MEETING
BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA (PL-20220005822)
11760 TAMIAMI TRAIL EAST REZONE (RZ-PL-20220005137)
MONDAY, JULY 24 AT 5:30PM

PLEASE PRINT CLEARLY

Please be advised

The information on this sheet is to contact you regarding this project and future public meetings. Under Florida law, e-mail addresses, phone numbers and certain home addresses are public records once received by a government agency. If you do not want your e-mail address, phone number or home address released if the County receives a public records request, you can refrain from including such information on this sheet. You have the option of checking with the County staff on your own to obtain updates on the project as well as checking the County web site for additional information.

Name	Address	City, State Zip	E-Mail Address
MARIE F GAUTHIER	39 CHEROKEE TRL	Naples	mfgenterprises1@gmail.com

BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA

(PL-20220005822)

NIM #2 DOCUMENTS

Neighborhood Meeting Summary
Barefoot Williams Commercial Subdistrict SSGMPA (PL-20220005822)
11760 Tamiami Trail East Rezone (RZ-PL-20220005137)
October 2, 2024 at 5:30 PM
Rookery Bay National Estuarine Research Reserve, The Auditorium
300 Tower Road, Naples, FL 34113.

A NIM was held for the above-referenced petitions. The petitions are described as follows:

1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and
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Property Owners/Applicants:
11760 Property, LLC

Applicant Attendees:
Rick Scali, Owner

Consultant Attendees on Behalf of the Applicant:
Clay C. Brooker, Esq., Cheffy Passidomo, P.A.
Ellen Summers, AICP, Lead Planner, Bowman

Attendees on Behalf of Collier County:
Michelle Mosca, AICP, Planner III
Timothy Finn, Planner III

There were two members of the public physically in attendance. Ellen Summers provided a presentation on the proposed SSGMPA and the Rezone request. The presentation lasted approximately 10 minutes.

Following the presentation, the meeting was opened up for comments and questions from the members of public in attendance. There were no comments or questions therefore the NIM concluded at approximately 5:42 PM.

AFFIDAVIT OF COMPLIANCE

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the county to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance.

Ellen Summers
(Signature of Applicant)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Affidavit of Compliance was acknowledged before me this 17th day of September, 2024 by means of X physical presence or _____ online notarization, by Ellen Summers, AICP, Lead Planner, Bowman, who is personally known to me X or who has produced _____ as identification.

Deborah K. D'Angola
Signature of Notary Public

(Notary Seal)

Deborah K. D'Angola
Printed Name of Notary

DEBORAH K. D'ANGOLA
Notary Public - State of Florida
Commission # HH 219413
My Comm. Expires Jan 23, 2026
Bonded through National Notary Assn.

Bowman

September 16, 2024

Re: Barefoot Williams Commercial Subdistrict SSGMPA (PL-20220005822)
11760 Tamiami Trail East Rezone (RZ-PL-20220005137)
BWM File No. 2023.006

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The purpose and intent of this Neighborhood Information Meeting is to provide the public with notice of an impending zoning application and to foster communication between the applicant and the public. The expectation is that all attendees will conduct themselves in such a manner that their presence will not interfere with the orderly progress of the meeting.

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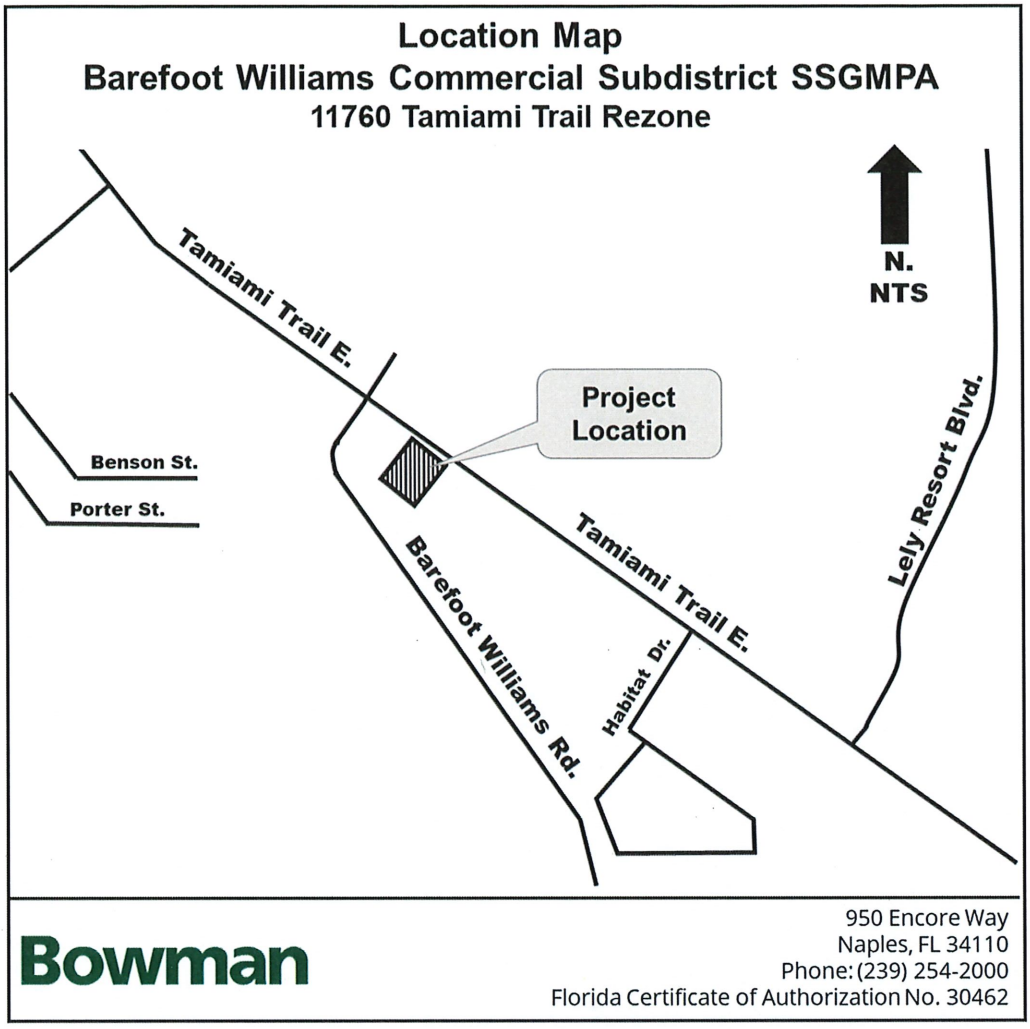
bowman.com



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BOWMAN

Ellen Summers, AICP
Lead Planner

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Stehpanie Karol
Hole Montes Inc
Po Box 111629
Naples FL 34108-0128

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

09/16/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/16/2024

Legal Clerk

Notary, State of WI, County of Brown

4-6-27

My commission expires

Publication Cost:	$1003.17	
Tax Amount:	$0.00	
Payment Cost:	$1003.17	
Order No:	10562043	# of Copies:
Customer No:	1125693	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS
Notary Public
State of Wisconsin

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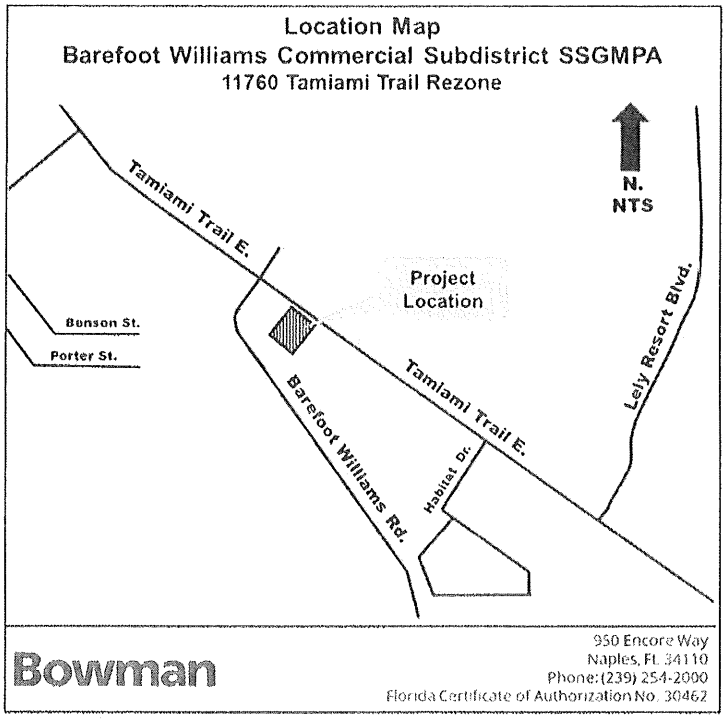

Business and property owners, residents and visitors are welcome to attend the presentation and discuss the project with the applicant and Collier County staff. The purpose and intent of this Neighborhood Information Meeting is to provide the public with notice of an impending zoning application and to foster communication between the applicant and the public. The expectation is that all attendees will conduct themselves in such a manner that their presence will not interfere with the orderly progress of the meeting.

Zoom is being provided as an option to those unable to attend the meeting in person. However, if technical difficulties arise with Zoom, the technical difficulties will not be grounds to invalidate the meeting. If you would like to participate via Zoom or view a video of the meeting, please email us at NIM-SWFL@bowman.com and we will send a zoom invite or a link of the video. You may also email any comments or questions to NIM-SWFL@bowman.com. Please reference **East Trail Car Wash** in the subject line.

Ellen Summers, AICP, Lead Planner
Bowman
950 Encore Way, Naples, FL 34110; Phone: 239-254-2000
email: ESummers@bowman.com

ND-40238203

NEIGHBORHOOD INFORMATION MEETING
BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA (PL-20220005822)
11760 TAMIAMI TRAIL EAST REZONE (RZ-PL-20220005137)
WEDNESDAY, OCTOBER 2, 2024 AT 5:30PM

PLEASE PRINT CLEARLY

Please be advised

The information on this sheet is to contact you regarding this project and future public meetings. Under Florida law, e-mail addresses, phone numbers and certain home addresses are public records once received by a government agency. If you do not want your e-mail address, phone number or home address released if the County receives a public records request, you can refrain from including such information on this sheet. You have the option of checking with the County staff on your own to obtain updates on the project as well as checking the County web site for additional information.

Name	Address	City, State Zip	E-Mail Address
Michele Mosca	CC. Planning Staff		
Melanie Wagner	24 Navajo Trail		

SIGN POSTING INSTRUCTIONS

(CHAPTER 8, COLLIER COUNTY ADMINISTRATIVE CODE FOR LAND DEVELOPMENT)

A zoning sign(s) must be posted by the petition of the petitioner's agent on the parcel for a minimum of fifteen (15) calendar days in advance of the first public hearing and said sign(s) must be maintained by the petitioner or the petitioner's agent through the Board of County Commissioners Hearing. Below are general guidelines for signs, however these guidelines should not be construed to supersede any requirements of the LDC. For specific sign requirements, please refer to the Administrative Code, Chapter 8 E.

1. The sign(s) must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
2. The sign must be securely affixed by nails, staples, or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may no be affixed to a tree or other foliage.
3. The petitioner or the petitioner's agent must maintain the sign(s) in place, and readable condition until the requested action has been heard and a final decision rendered. If the sign(s) is destroyed, lost, or rendered unreadable, the petition or the petitioner's agent must replace the sign(s).

NOTE: AFTER THE SIGN HAS BEEN POSTED, THIS AFFIDAVIT OF POSTING NOTICE SHOULD BE RETURNED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE FIRST HEARING DATE TO THE ASSIGNED PLANNER.

AFFIDAVIT OF POSTING NOTICE

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ELLEN SUMMERS, AICP, LEAD PLANNER, WHO ON OATH SAYS THAT HE/SHE HAS POSTED PROPERTY NOTICE AS REQUIRED BY SECTION 10.03.00 OF THE COLLIER COUNTY LAND DEVELOPMENT CODE ON THE PARCEL COVERED IN PETITION NUMBERS PL-20220005822 & PL-20220005137.

Ellen Summers

SIGNATURE OF APPLICANT OR AGENT

Ellen Summers, AICP, Lead Planner
NAME (TYPED OR PRINTED)

Bowman
950 Encore Way
STREET OR P.O. BOX
Naples, FL 34110
CITY, STATE ZIP

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me this 22nd day of October 2024, by means of X physical presence or _____ online notarization, by Ellen Summers, AICP, Lead Planner, who is personally known to me X or who has produced _____ as identification and who did/did not take an oath.

DEBORAH K. D'ANGOLA
Notary Public - State of Florida
Commission # HH 219413
My Comm. Expires Jan 23, 2026
Bonded through National Notary Assn.

My Commission Expires:
(Stamp with serial number)

Deborah K. D'Angola
Signature of Notary Public

Deborah K. D'Angola
Printed Name of Notary Public


PUBLIC HEARING NOTICE
BAREFOOT WILLIAMS COMMERCIAL
SUBDISTRICT SSGMPA (PL-20220005822) &
11760 TAMIAMI TRAIL EAST REZONE
(PL-20220005137)
CCPC: NOVEMBER 7, 2024 - 9:00 a.m.
BCC: JANUARY 14, 2025 - 9:00 a.m.
Board of County Commissioners' Chambers
Third Floor, Collier County Government Center
3299 Tamiami Trail East, Naples, FL 34112
Tim Finn, Planner III: 239-252-4312
Michele Mosca, Planner III: 239-252-2466


PUBLIC HEARING NOTICE
BAREFOOT WILLIAMS COMMERCIAL
SUBDISTRICT SSGMPA (PL-20220005822) &
11760 TAMIAMI TRAIL EAST REZONE
(PL-20220005137)
CCPC: NOVEMBER 7, 2024 - 9:00 a.m.
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Board of County Commissioners' Chambers
Third Floor, Collier County Government Center
3299 Tamiami Trail East, Naples, FL 34112
Tim Finn, Planner III: 239-252-4312
Michele Mosca, Planner III: 239-252-2466

Docusign Envelope ID: 286F8503-9385-49E3-B18D-19FAD5762B4F

January 7, 2025

Board of County Commissioners
Collier County Government Center
3299 East Tamiami Trail
Naples, FL 34112
Email: Geoffrey.Willig@colliercountyfl.gov

Re: Objection to Proposed Amendment to Ordinance
Ordinance No. 89-05, Collier County GMP
Barefoot Williams Property – Proposed Car Wash

Dear Collier County Board of County Commissioners,

We write to you on behalf of two local, established car wash businesses serving our local community: (1) Pump & Munch Car Wash located at 9995 Tamiami Trail East, Naples, Florida, and (2) Dolphin Auto Spa Express Car Wash located at 6240 Collier Blvd, Naples, Florida. Both of our car washes are within the very close vicinity of the proposed car wash with our locations being 2.2 miles and 2.4 miles away, respectively. We write this letter to raise our concerns and objections to the proposal.

The Applicant claims that the area is in need of another car wash, but that could not be further from the truth. A simple review of the associated maps would show that there are already five substantial car washes within just a three mile radius of the proposed location. Five car washes in this small vicinity is far more than would reasonable for the population in the area, and this oversaturation of the market is exacerbated when out of season. The insertion of another car wash in this oversaturated market will create unmerited stress on the car washes that already serve the limited market in the area and potentially lead to business closures. The Applicant attempts to distinguish itself in the nature of its car wash business, but the reality is that four of the nearby five car washes are essentially identical. Even the County Staff noted their concerns associated with the "high proportion of car washes . . . ."

The Applicant also attempts to paint the approval of the car wash as somehow serving the needs of the local community, but it is difficult to ascertain what needs are being served when there are so many car washes in the area already providing identical service with almost identical facilities. An oversaturation of the market does not serve the local community. It does, however, create strain on local businesses that can lead to closures of the already existing businesses.

Additionally, the Application appears to rely heavily on the argument that the proposal is permitted on the basis that the Home Depot adjacent property has permitted uses of C-5, pursuant to Ordinance 2024-08.

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A review of Ordinance 2024-08, however, clearly reflects that the Home Depot has permitted uses of *only* C-3. A reliance on the Home Depot zoning being C-5 to permit the car wash is incorrect.

We look forward to attending the hearing to provide our comments in person, and we reserve the right to raise additional matters at the hearing.

Sincerely,

Pump & Munch

DocuSigned by:
Jalal Shehadeh
8A0E5EBC6E9342F...

Jalal "Jay" Shehadeh

Dolphin Auto Spa

DocuSigned by:
Diane Calabrese
1C124F064F0145A...

Diane Calabrese

NOTICE OF PUBLIC HEARING
NOTICE OF INTENT TO CONSIDER ORDINANCES

Notice is hereby given that a public hearing will be held by the **Collier County Board of County Commissioners (BCC)** at **9:00 A.M.** on **January 14, 2025**, in the Board of County Commissioners meeting room, third floor, Collier Government Center, 3299 East Tamiami Trail, Naples FL to consider:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AMENDING ORDINANCE NO. 89-05, AS AMENDED, THE COLLIER COUNTY GROWTH MANAGEMENT PLAN FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, SPECIFICALLY AMENDING THE FUTURE LAND USE ELEMENT AND FUTURE LAND USE MAP AND MAP SERIES BY CHANGING THE LAND USE DESIGNATION OF PROPERTY FROM URBAN, URBAN MIXED USE DISTRICT, URBAN COASTAL FRINGE SUBDISTRICT TO COMMERCIAL DISTRICT, BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT TO ALLOW 11,000 SQUARE FEET OF GROSS FLOOR AREA OF COMMERCIAL USES, OF WHICH A CAR WASH MAY BE 5,000 SQUARE FEET OF GROSS FLOOR AREA. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF TAMIAMI TRAIL EAST 350 FEET EAST OF THE INTERSECTION OF TAMIAMI TRAIL AND BAREFOOT WILLIAMS ROAD IN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, CONSISTING OF 1.92± ACRES; AND FURTHERMORE, DIRECTING TRANSMITTAL OF THE ADOPTED AMENDMENT TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. [PL20220005822]

AND

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AMENDING ORDINANCE NO. 2004-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH ESTABLISHED THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM AN INTERMEDIATE COMMERCIAL DISTRICT (C-3) ZONING DISTRICT TO A GENERAL COMMERCIAL DISTRICT (C-4) ZONING DISTRICT LIMITED TO 11,000 SQUARE FEET OF GROSS FLOOR AREA OF COMMERCIAL USES OF WHICH 5,000 SQUARE FEET OF GROSS FLOOR AREA MAY BE CARWASH, WITH CONDITIONS; PROVIDING FOR PARTIAL REPEAL OF ORDINANCE NO. 00-81 AND RESOLUTION NO. 12-253. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF TAMIAMI TRAIL EAST 350 FEET EAST OF THE INTERSECTION OF TAMIAMI TRAIL AND BAREFOOT WILLIAMS ROAD IN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, CONSISTING OF 1.92± ACRES; AND BY PROVIDING AN EFFECTIVE DATE. [PL20220005137]

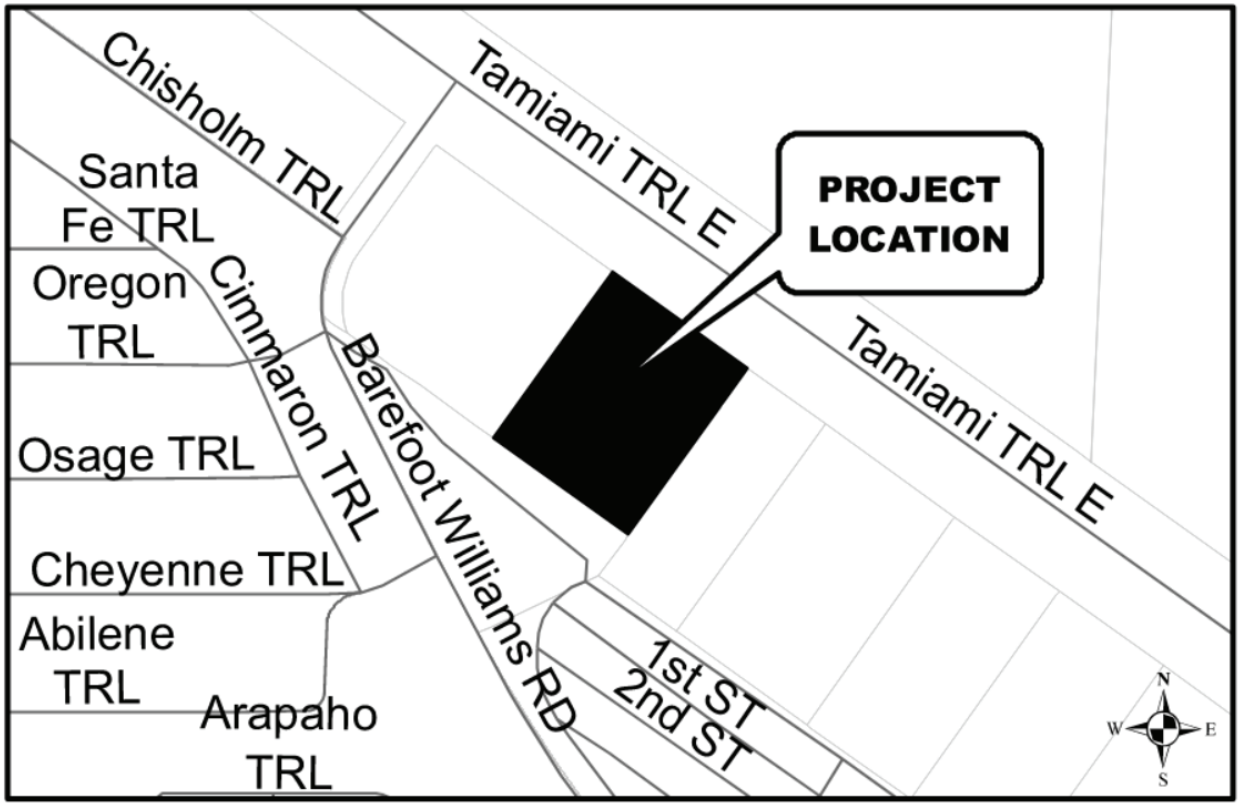
11760 Tamiami Trail East (Small Scale GMPA) & (RZ) (PL20220005822) & (PL ...

Board of County Commissioners

Publication Date: 12/26/2024

Expiration Date: 01/16/2025

Notices.CollierClerk.com



A copy of the proposed Ordinances is on file with the Clerk to the Board and is available for inspection. All interested parties are invited to attend and be heard.

All persons wishing to speak on any agenda item must register with the County Manager prior to presentation of the agenda item to be addressed. Individual speakers will be limited to three (3) minutes on any item. The selection of any individual to speak on behalf of an organization or group is encouraged. If recognized by the Chairman, a spokesperson for a group or organization may be allotted ten (10) minutes to speak on an item. Written materials intended to be considered by the Board shall be submitted to the appropriate County staff a minimum of seven (7) days prior to the public hearing. All materials used in presentations before the Board will become a permanent part of the record.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

Any person who decides to appeal any decision of the **Board** will need a record of the proceedings pertaining thereto and therefore, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Facilities Management Division, located at 3335 Tamiami Trail East, Suite 101, Naples, FL 34112-5356, (239) 252-8380, at least two (2) days prior to the meeting. Assisted listening devices for the hearing impaired are available in the Board of County Commissioners Office.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

CHRIS HALL,
CHAIRMAN

CRYSTAL K. KINZEL,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: Jennifer Hansen
Deputy Clerk (SEAL)

Executive Summary

This item requires ex-parte disclosure to be provided by the Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve an Ordinance rezoning real property from an Intermediate Commercial (C-3) Zoning District to a General Commercial (C-4) Zoning District limited to 11,000 square feet of gross floor area of commercial uses, of which 5,000 square feet of gross floor area may be carwash, with conditions; providing partial repeal of Ordinance No. 00-81 and Resolution No. 12-253. The subject property is located on the south side of Tamiami Trail East, 350 feet east of the intersection of Tamiami Trail and Barefoot Williams Road, in Section 33, Township 50 South, Range 26 East, consisting of 1.92+/- acres, and by providing an effective date. (Companion to item 9E)

OBJECTIVE: To have the Board of County Commissioners ("Board") review staff's findings and recommendations along with the recommendations of the Collier County Planning Commission (CCPC) regarding the above-referenced petition, render a decision regarding this rezoning petition, and ensure the project is in harmony with all the applicable codes and regulations in order to ensure that the community's interests are maintained.

CONSIDERATIONS: The subject property is located on the south side of Tamiami Trail East, approximately 350 feet east of the intersection of Tamiami Trail and Barefoot Williams Road, in Section 33, Township 50 South, Range 26, East, Collier County, Florida, consisting of 1.92+/- acres. The applicant is requesting to rezone the subject property from the Commercial Intermediate (C-3) Zoning District to the General Commercial (C-4) Zoning District. The request to rezone to the C-4 Zoning District Use is limited to a single use: a car wash facility. The rezone will also allow the full range of C-3 uses (as current C-3 zoning allows). A companion SSGMPA has also been submitted to permit the desired uses and to establish the maximum allowed intensity (square feet). This rezone request includes conditions of approval (Exhibit A), which impose a number of restrictions and design requirements related to the car wash and to eating and drinking establishments with drive-through facilities in an attempt to address the staff recommended (but as yet not adopted) US 41 East Zoning Overlay District Land Development Code Amendments (LDCA).

COLLIER COUNTY PLANNING COMMISSION (CCPC) RECOMMENDATION: The CCPC heard petition RZ-PL20220005137 on November 7, 2024, and by a vote of 7 to 0 recommended to forward this petition to the Board with a recommendation of approval. The CCPC approval was unanimous. On January 7, 2025, a letter of objection was received. As such, this petition will be placed on Advertised Public Hearings.

FISCAL IMPACT: Collier County collects impact fees prior to the issuance of a Certificate of Occupancy to help offset the impacts of each new development on public facilities. These impact fees are used to fund projects identified in the Capital Improvement Element (CIE) of the Growth Management Plan (GMP) as needed to maintain the adopted Level of Service (LOS) for public facilities. Other fees collected prior to the issuance of a building permit include building permit review fees. Please note that impact fees and taxes collected were not included in the criteria used by staff and the Planning Commission to analyze this petition.

GROWTH MANAGEMENT IMPACT: Comprehensive Planning staff has reviewed the proposed rezoning petition and has found it not consistent with the Future Land Use Element (FLUE) of the Growth Management Plan (GMP). See GMP amendment Staff Report for detailed analysis. This rezoning may only be deemed consistent with the FLUE if the companion GMPA (PL20220005822) is approved and goes into effect, and the uses and intensities in this rezoning align with those in the GMPA. It should be noted that the applicant could have utilized the Office and In-fill Commercial Subdistrict to gain consistency with the Growth Management Plan, but due to the length of time (over two years), the petition has been under review, opted to move forward with the proposed GMP-Amendment to gain GMP consistency, rather than submit a new application and the review process.

Transportation Element: In evaluating this project, staff reviewed the applicant's June 16, 2023, Traffic Impact Statement for consistency with Policy 5.1 of the Transportation Element of the Growth Management Plan (GMP) using the 2022 and 2023 Annual Update and Inventory Reports (AUIR).

Policy 5.1 of the Transportation Element of the GMP states;

"The County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway segment that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service Standard within the five year AUIR planning period, unless specific mitigating stipulations are also approved. A petition or application has significant impacts if the traffic impact statement reveals that any of the following occur:

1. For links (roadway segments) directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume;

2. For links adjacent to links directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume; and

3. For all other links the project traffic is considered to be significant up to the point where it is equal to or exceeds 3% of the adopted LOS standard service volume.

Mitigating stipulations shall be based upon a mitigation plan prepared by the applicant and submitted as part of the traffic impact statement that addresses the project's significant impacts on all roadways."

Staff findings: According to the Traffic Impact Statement (TIS) provided with this petition, the proposed development will generate a projected total of +/- 127 PM peak hour, as well as 2-way trips on the adjacent roadway segments of Tamiami Trail East (US 41). The trips generated by this development will occur on the following adjacent roadway link:

Link/Roadway	Link	Current Peak Hour Peak Direction Volume/Peak Direction	Projected P.M. Peak Hour/Peak Direction Project Trips (1)	2022 AUIR LOS/ Remaining Capacity	2023 AUIR LOS/Remaining Capacity
93.0/Tamiami Trail East (US-41)	Rattlesnake Hammock Rd to Triangle Blvd	3,000/East	29/East	D/280 (2)	D/307 (2)

(1) Source for P.M. Peak Hour/Peak Direction Project Traffic is from the June 16, 2023, Traffic Impact Statement provided by the petitioner.

(2) Expected Deficiency due to Trip Bank not caused by this proposed development (see State Statute 163.3180). Additionally, this development is located in the recently expanded Traffic Congestion Exception Area (TCEA). Provisions of Florida Statute 163.3180:

- Must allow an applicant to enter into a binding agreement to pay or construct their proportionate fair share.
- Facilities determined to be deficient with existing, committed, and vested trips plus projected background traffic from any source other than the development shall be removed from the proportionate share calculation
- The improvement necessary to correct this type of deficiency is the funding responsibility of the maintaining entity.
- Applicant must receive a credit for the anticipated road impact fees.
- The expected and existing deficiencies are not caused by this proposed development.

Based on the TIS, the 2022 and 2023 AUIR, State Statute 163.3180, and the TCEA provisions of the GMP, the subject rezone can be found consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan. The

Traffic Impact Statement (TIS) indicates that the adjacent roadway network has sufficient capacity to accommodate this project within the 5-year planning period.

Conservation and Coastal Management Element (CCME): Environmental staff evaluated the petition. The property is 1.92 acres; the project is consistent with the goals, objectives, and policies of the CCME.

LEGAL CONSIDERATIONS: Petitioner is requesting a rezone from the Intermediate Commercial (C-3) Zoning District to the General Commercial (C-4) Zoning District, with conditions. The attached staff report and the required recommendations of the Planning Commission are advisory only and are not binding on you. All testimony given must be under oath. The Petitioner has the burden to prove that the proposed rezone is consistent with all the criteria set forth below, and you may question Petitioner or staff to satisfy yourself that the necessary criteria have been satisfied. Should you consider denying the rezone, to assure that your decision is not later found to be arbitrary, discriminatory, or unreasonable, the denial must be based upon competent, substantial evidence that the proposal does not meet one or more of the listed criteria below.

Criteria for Straight Rezones

1. Will the proposed change be consistent with the goals, objectives, policies and future land use map and the elements of the Growth Management Plan?
2. Will the proposed rezone be appropriate considering the existing land use pattern?
3. Would the proposed rezone result in the possible creation of an isolated district unrelated to adjacent and nearby districts?
4. Are the existing district boundaries illogically drawn in relation to existing conditions on the property proposed for change?
5. Do changed or changing conditions make the passage of the proposed amendment necessary?
6. Will the proposed change adversely influence living conditions in the neighborhood?
7. Will the proposed change create or excessively increase traffic congestion or create types of traffic deemed incompatible with surrounding land uses because of peak volumes or projected types of vehicular traffic, including activity during construction phases of the development, or otherwise affect public safety?
8. Will the proposed change create a drainage problem?
9. Will the proposed change seriously reduce light and air to adjacent areas?
10. Will the proposed change adversely affect property values in the adjacent area?
11. Will the proposed change be a deterrent to the improvement or development of adjacent property in accordance with existing regulations?
12. Will the proposed change constitute a grant of special privilege to an individual owner as contrasted with the public welfare?
13. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
14. Is the change suggested out of scale with the needs of the neighborhood or the County?
15. Consider: Whether it is impossible to find other adequate sites in the County for the proposed use in districts already permitting such use.
16. Consider: The physical characteristics of the property and the degree of site alteration that would be required to make the property usable for any of the range of potential uses under the proposed zoning classification.
17. What is the impact of development on the availability of adequate public facilities and services consistent with the levels of service adopted in the Collier County Growth Management Plan and as defined and implemented through the Collier County Adequate Public Facilities Ordinance [Code ch.106, art.II], as amended?
18. Are there other factors, standards, or criteria relating to this rezone request that the Board of County Commissioners deem important in protecting public health, safety, and welfare?

This item has been approved as to form and legality, and it requires an affirmative vote of four for Board approval. Should this item be denied, Florida Statutes section 125.022(3) requires the County to provide written notice to the applicant citing applicable portions of an ordinance, rule, statute, or other legal authority for the denial. (HFAC)

RECOMMENDATIONS: To approve the request for Petition RZ-PL20220005137, 11760 Tamiami Trail East.

PREPARED BY: Timothy Finn, AICP, Planner III, Zoning Division

ATTACHMENTS:
1. Staff Report- 11760 Tamiami Trail East (RZ)
2. Attachment A - Proposed Ordinance revised 12-06-24
3. Attachment B - Application-Backup Materials
4. Attachment C - Hearing Advertisement Signs
5. Attachment D - Letter of Objection
6. legal ad - agenda IDs 24-2253 & 24-1989 - 11760 Tamiami Trail East GMPA & RZ (PL20220005822) & (PL20220005137)

Collier County

STAFF REPORT

TO: COLLIER COUNTY PLANNING COMMISSION

FROM: ZONING DIVISION – ZONING SERVICES SECTION
GROWTH MANAGEMENT COMMUNITY
DEVELOPMENT DEPARTMENT

HEARING DATE: NOVEMBER 7, 2024

SUBJECT: RZ-PL20220005137; 11760 TAMIAMI TRAIL EAST

COMPANION ITEM: PL20220005822; 11760 TAMIAMI TRAIL EAST (GMPA)

PROPERTY OWNER/AGENTS:

Owner/Applicant:
11760 Property, LLC
21 Sawgrass Drive
Lemont, IL 60439

Agents:
Robert J. Mulhere, FAICP, President
Ellen Summers, AICP, Senior Planner
Hole Montes, Inc., a Bowman Company
950 Encore Way
Naples, FL 34110

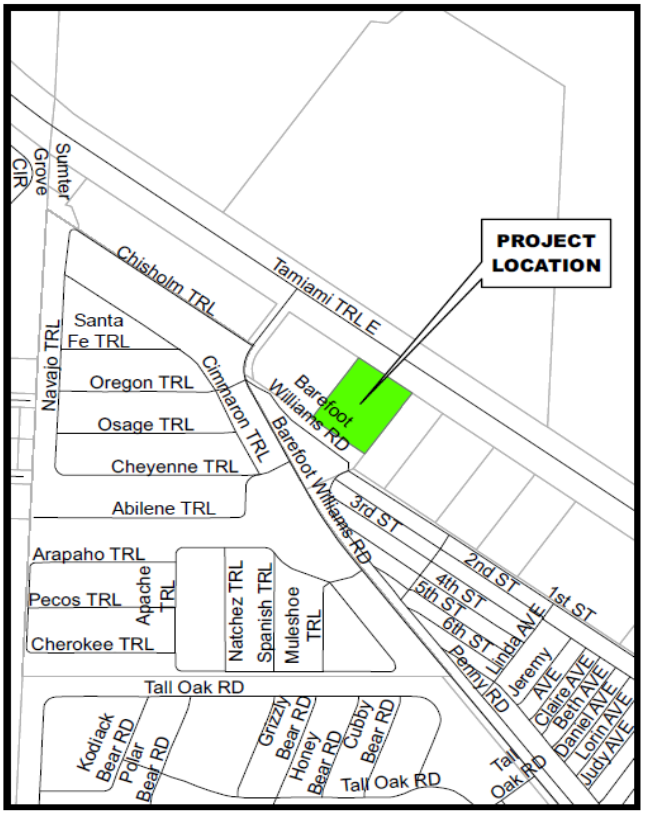
Clay C. Brooker, Esq.
Cheffy Passidomo, P.A.
821 Fifth Avenue South
Naples, FL 34102

REQUESTED ACTION:

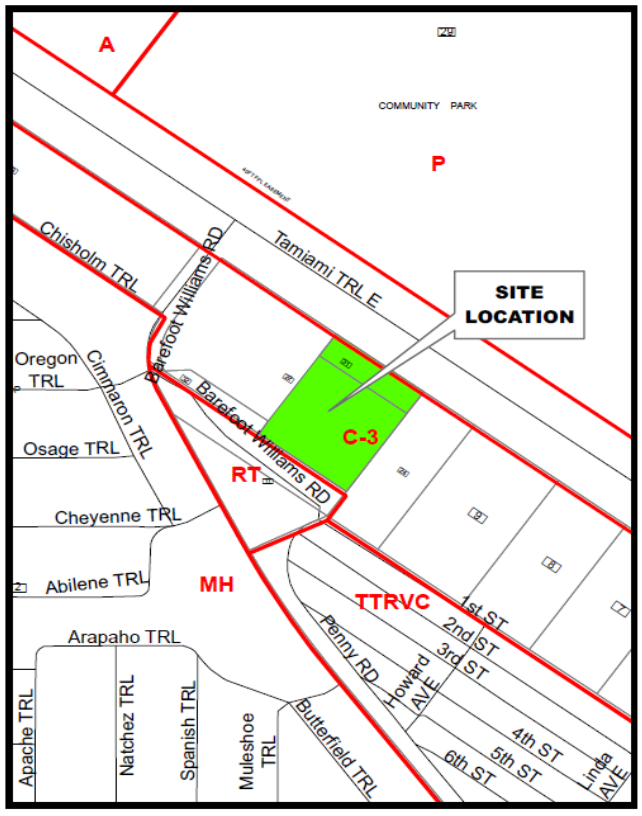
The applicant is requesting that the Collier County Planning Commission (CCPC) consider an application to amend Ordinance Number 2004-41, as amended, the Collier County Land Development Code, which established the comprehensive zoning regulations for the unincorporated area of Collier County, Florida, by amending the appropriate zoning atlas map or maps by changing the zoning classification of the herein described real property from an Intermediate Commercial (C-3) Zoning District to a General Commercial (C-4) Zoning District limited to 11,000 square feet of gross floor area of commercial uses of which 5,000 square feet of gross floor area may be carwash, with conditions; providing partial repeal of Ordinance No. 00-81 and Resolution No. 12-253.

GEOGRAPHIC LOCATION:

The subject property is located on the south side of Tamiami Trail East, approximately 350 feet east of the intersection of Tamiami Trail and Barefoot Williams Road, in Section 33, Township 50 South, Range 26, East, Collier County, Florida, consisting of 1.92+/- acres. *(see location map).*



Location Map



Zoning Map

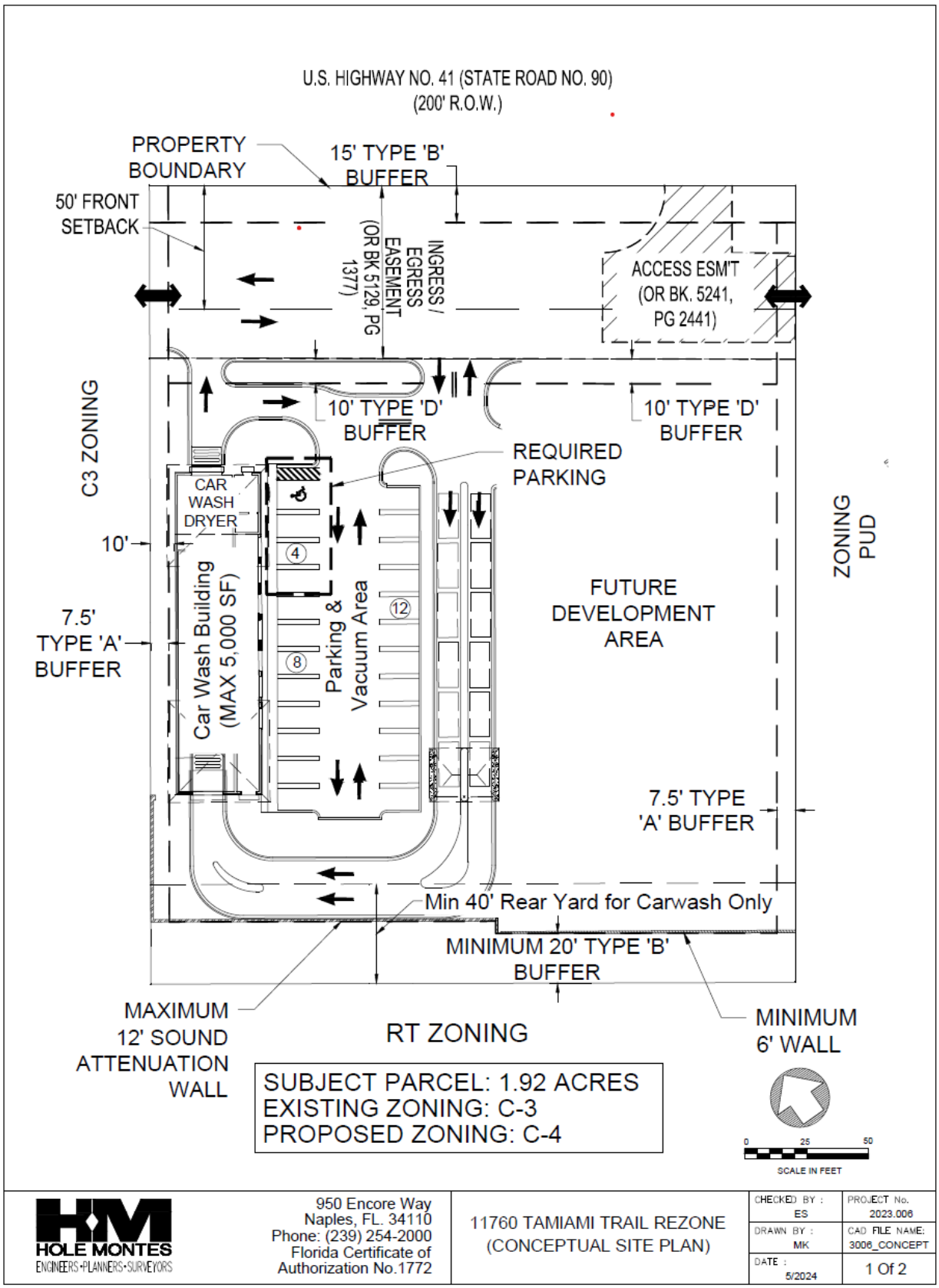
Petition Number: PL20220005137

PURPOSE/DESCRIPTION OF PROJECT:

This is a request to rezone the subject property from the Commercial Intermediate (C-3) Zoning District to the General Commercial (C-4) Zoning District. The request to rezone to the C-4 Zoning District Use is limited to a single use: a car wash facility. The rezone will also allow the full range of C-3 uses (as current C-3 zoning allows). A companion SSGMPA has also been submitted to permit the desired uses and to establish the maximum allowed intensity (square feet). This rezone request includes conditions of approval (Exhibit A), which impose a number of restrictions and design requirements related to the car wash and to eating and drinking establishments with drive-through facilities in an attempt to address the staff recommended (but as of yet not adopted) US 41 East Zoning Overlay District LDC amendments.

The subject site was rezoned in 2000 from a Residential Tourist (RT) Zoning District to a Commercial Intermediate (C-3) Zoning District by Ordinance No. 2000-81 with a Conceptual Site Plan. Resolution 12-253 was approved on December 11, 2012, allowing four buildings on four different parcels of up to 15,000 s.f. each of gross floor area in the principal structures for food stores, food services, personal services, and video rentals, and retail uses; however, this resolution has expired. Currently, the western portion of this site plan has been developed into a RaceTrac gas station with a convenience store. The eastern portion of this subject property is vacant.

The Future Land Use Map Designation is Urban Coastal Fringe Subdistrict. This location is within the boundaries of the East Naples Community Development Plan (ENCDP) and the proposed US 41 East Zoning Overlay (US 41 EZO).



Petitioner's Conceptual Site Plan included as Exhibit B in the Draft Ordinance (Attachment A)

SURROUNDING LAND USE AND ZONING:

North: Tamiami Trail East, a six-lane arterial roadway, and then developed with Donna Fiala Eagle Lakes Community Park with a current zoning designation of Public Use (P) District

South: Developed with the Hitching Post Mobile Home Park recreation center with a current zoning designation of Residential Tourist (RT) District

East: Developed with the WAVV Radio FM 101 facility with a current zoning designation of The Home Depot – SE Naples CPUD that is approved for 140,000 s.f. of commercial area

West: Developed with a Racetrac gas station with convenience store with a current zoning designation of Commercial Intermediate (C-3) District



Source: Hole Montes, Inc., a Bowman Company

GROWTH MANAGEMENT PLAN (GMP) CONSISTENCY:

Future Land Use Element (FLUE): Comprehensive Planning staff has reviewed the proposed rezoning petition and has found it not consistent with the Future Land Use Element (FLUE) of the Growth Management Plan (GMP). See GMP amendment Staff Report for detailed analysis. This rezoning may only be deemed consistent with the FLUE if the companion GMPA (PL20220005822) is approved and goes into effect and the uses and intensities in this rezoning align with those in the GMPA.

Transportation Element: In evaluating this project, staff reviewed the applicant's June 16, 2023, Traffic Impact Statement for consistency with Policy 5.1 of the Transportation Element of the Growth Management Plan (GMP) using the 2022 and 2023 Annual Update and Inventory Reports (AUIR).

Policy 5.1 of the Transportation Element of the GMP states;

> *"The County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway segment that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service Standard within the five year AUIR planning period, unless specific mitigating stipulations are also approved. A petition or application has significant impacts if the traffic impact statement reveals that any of the following occur:*
>
> *a. For links (roadway segments) directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume;*
> *b. For links adjacent to links directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume; and*
> *c. For all other links the project traffic is considered to be significant up to the point where it is equal to or exceeds 3% of the adopted LOS standard service volume.*
>
> *Mitigating stipulations shall be based upon a mitigation plan prepared by the applicant and submitted as part of the traffic impact statement that addresses the project's significant impacts on all roadways."*

Staff finding: According to the TIS provided with this petition, the proposed development will generate a projected total of +/- 127 PM peak hour 2-way trips on the adjacent roadway segments of Tamiami Trail East (US-41). The trips generated by this development will occur on the following adjacent roadway link:

Link/Roadway	Link	Current Peak Hour Peak Direction Volume/Peak Direction	Projected P.M. Peak Hour/Peak Direction Project Trips (1)	2022 AUIR LOS/ Remaining Capacity	2023 AUIR LOS/ Remaining Capacity
93.0/Tamiami Trail East (US-41)	Rattlesnake Hammock Rd to Triangle Blvd	3,000/East	29/East	D/ 280 (2)	D/ 307 (2)

- (1) Source for P.M. Peak Hour/Peak Direction Project Traffic is from the June 16, 2023 Traffic Impact Statement provided by the petitioner.
- (2) Expected Deficiency due to Trip Bank not caused by this proposed development (see State Statute 163.3180). Additionally, this development is located in the recently expanded Traffic Congestion Exception Area (TCEA).

Provisions of Florida Statute 163.3180

- Must allow an applicant to enter into a binding agreement to pay or construct their proportionate fair share.
- Facilities determined to be deficient with existing, committed, and vested trips plus projected background traffic from any source other than the development shall be removed from the proportionate share calculation.
- The improvement necessary to correct this type of deficiency is the funding responsibility of the maintaining entity.
- Applicant must receive a credit for the anticipated road impact fees.
- The expected and existing deficiencies are not caused by this proposed development.

Based on the TIS, the 2022 and 2023 AUIR, State Statute 163.3180, and the TCEA provisions of the GMP, the subject rezone can be found consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan. The Traffic Impact Statement (TIS) indicates that the adjacent roadway network has sufficient capacity to accommodate this project within the 5-year planning period.

Conservation and Coastal Management Element (CCME): Environmental staff evaluated the petition. The property is 1.92 acres, and the project is consistent with the CCME's goals, objectives, and policies.

GMP Conclusion: The proposed PUD is inconsistent with the GMP unless the Board approves the companion GMPA first or concurrent with the PUD and the uses and intensities align.

STAFF ANALYSIS:

Staff has completed a comprehensive evaluation of this land use petition, including the criteria upon which a recommendation must be based, specifically noted in LDC Section 10.02.08.F, *Nature of Requirements of Planning Commission Report* (referred to as "Rezone Findings"), which establish the legal bases to support the CCPC's recommendation. The CCPC uses these same criteria as the basis for their recommendation to the BCC, who in turn use the criteria to

support their action on the rezoning request. This evaluation is completed as part of the Zoning and Land Development Review provided below.

Drainage: The proposed zoning amendment request is not anticipated to create drainage problems in the area. Stormwater best management practices, treatment, and storage will be addressed through the environmental resource permitting process with the South Florida Water Management District. County staff will also evaluate the project's stormwater management system, calculations, and design criteria at the time of site development plan (SDP) and/or platting (PPL).

Environmental Review: Environmental Planning staff has reviewed this petition. The property has been historically maintained and cleared of native vegetation. Therefore, the Master Plan does not show a preserve since no minimum preservation is required. No listed animal species were observed on the property.

Transportation Review: The Transportation Planning staff has reviewed the petition for compliance with the GMP and the LDC. Transportation Planning Staff recommends approval of the proposed 11760 Tamiami Trail East Rezone request.

Landscape Review: The North and South buffers proposed by the applicant exceed current code minimum standards. The LDC required buffer along the North boundary is a 15' Type D. Type D buffers require trees spaced 30' on center with a double row hedge 2' high at the time of installation. The applicant is proposing a 15' Type B buffer along the North boundary. Trees in Type B buffers are 25' on center, and the hedge is 5' high at the time of installation. The code minimum required buffer along the South is a 15' Type B. The applicant is proposing to increase this width by 5'. The remaining buffers are consistent with code minimum standards.

Utility Review: The project lies within the regional potable water service area and the South wastewater service area of the Collier County Water-Sewer District (CCWSD). Water and wastewater services are available via existing infrastructure within the adjacent right-of-way, and sufficient water and wastewater treatment capacities are available.

Any improvements to the CCWSD's water or wastewater systems necessary to provide sufficient capacity to serve the project will be the responsibility of the owner/developer and will be conveyed to the CCWSD at no cost to the County at the time of utility acceptance.

Zoning Review: The land use pattern in the local area contains a mix of mobile homes, travel trailers, commercial uses, and a park. The current zoning of C-3 is consistent with the established zoning pattern for the area. The proposed rezoning to C-4 to allow for a car wash self-storage facility is inconsistent with the zoning to the south. The car wash may be deemed consistent with the property to the west as this is a RaceTrac gas station with a convenience store. However, this property is located in the pending US41 East Corridor Zoning Overlay, and the East Naples Community Development Plan (ENCDP) does not allow the car wash use as this was deemed an undesirable use. Staff is concerned about the high proportion of car washes within a one-mile radius of the subject property. During community outreach meeting of the ENCDP, the community endorsed a vision for the area to promote less intensive commercial uses and residential. However, the proposed *draft* US 41 East zoning overlay provides criteria for the development of car washes

and other identified undesirable uses in the ENCDP, including locational separation of a quarter mile from a like use, enhanced buffering, and increased setbacks.
The conditions of approval included as Exhibit A in the Draft Ordinance (Attachment A) provide that a sound attenuation wall that shall be provided along the southern property line separating the car wash facility from the Hitching Post mobile home park with a minimum height of 2 feet higher than the entrance to the car wash tunnel, but not to exceed 12 feet in height and provide 25 feet from the rear property line along the entire width of the car wash facility, including the drive aisles that serve the car wash. The car wash shall have a minimum side yard setback of 10 feet when adjacent to commercially zoned property. The carwash building shall not exceed 5,000 s.f. The vacuuming facilities may be located outside the building but may not be in any required yard area and shall not be located forward of the primary façade of the car washing facility. Vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building. Furthermore, the petition also proposes an eating establishment to the east of the car wash with a maximum of 6,000 square feet of gross floor area in the principal structure. Vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building. The building height for both the car wash and eating establishment will be 35 feet zoned and 42 feet actual. Parking lots, vehicular use areas, and service functions areas shall be located to the sides or rear of buildings, no closer to US 41 than the principal building except that a maximum of one double loaded drive aisle of parking is permitted in the front yard. All these conditions are consistent with the proposed *draft* US 41 East zoning overlay.

The subject site is currently zoned C-3 and is located within the Urban Coastal Fringe Subdistrict of the Future Land Use Element of Collier County. The site was cleared prior to 2014, when the property was under different ownership, including an access easement benefitting the adjacent RaceTrac gas station facility to the west, and is otherwise undeveloped. The property is also subject to a companion SSGMPA application.

The proposed rezone seeks to change the zoning designation of the subject property from the C-3 zoning district to the C-4 zoning district to permit a car wash facility to be developed on a portion of the site and to permit the full range of C-3 uses on the remaining portion of the site. To the west of the subject property is an existing RaceTrac gas station facility with an existing access driveway across the subject site, connecting the two properties. The RaceTrac property is located directly at the corner of Barefoot Williams Road and Tamiami Trail E. and provides direct access to the traffic light at that intersection. Adjacent to the east of the subject site is an existing office facility that Home Depot has recently purchased. This adjacent lot to the east is one of multiple consecutive lots assembled by Home Depot, which was approved via Ordinance 2024-08 on March 26, 2024. As a result of the Home Depot – SE Naples CPUD approval, the subject project became eligible for the FLUE text-based Office and Infill Commercial (OIC) Subdistrict provision. The OIC Subdistrict would allow the subject property to rezone from its current Commercial Intermediate District (C-3) to the highest intensity commercial zoning district of the abutting site (CPUD). The Home Depot Commercial Subdistrict allows uses consistent with the Heavy Commercial District (C-5) and the C-3 zoning district. The proposed car wash use is an allowed use within the General Commercial District (C-4) of the LDC. Accordingly, the subject site would be eligible to develop with C-3, C-4, and C-5 commercial uses without the need for a GMP amendment. Moreover, the site can be potentially rezoned to C-5 (utilizing the Office and

Infill Commercial Subdistrict provision of the FLUE) to allow more intensive land uses than the proposed limited car wash use allowed in the C-4 zoning district.

Rezone Findings: *LDC Subsection 10.02.08.F. states*, "When pertaining to the rezoning of land, the report and recommendations to the planning commission to the Board of County Commissioners…shall show that the planning commission has studied and considered proposed change in relation to the following when applicable" *(Staff's responses to these criteria are provided in non-bold font):*

1. ***Whether the proposed change will be consistent with the goals, objectives, & policies of the Future Land Use Map and the elements of the Growth Management Plan.***

   As a result of the Home Depot – SE Naples CPUD approval, the subject project became eligible for the FLUE text-based Office and Infill Commercial (OIC) Subdistrict provision. The OIC Subdistrict would allow the subject property to rezone from its current Commercial Intermediate District (C-3) to the highest intensity commercial zoning district of the abutting site (CPUD). The Home Depot Commercial Subdistrict allows uses consistent with the Heavy Commercial District (C-5) and the C-3 zoning district. The proposed car wash use is an allowed use within the General Commercial District (C-4) of the LDC. Accordingly, the subject site would be eligible to develop with C-3, C-4, and C-5 commercial uses without the need for a GMP amendment.

2. ***The existing land use pattern.***

   The proposed rezone will not affect the existing land use pattern. The subject property is located in an urbanized portion of the county near the intersection of Barefoot Williams Rd and U.S. 41/East Tamiami Trail. The existing land use patterns within this area include CPUD, C-3, P, and RT uses that are composed of a mixture of mobile homes, travel trailers, commercial uses, and recreational uses. Immediately east of the subject site is zoned CPUD, which is approved for 140,000 s.f. of commercial use for a Home Depot store.

3. ***The possible creation of an isolated district unrelated to adjacent and nearby districts.***

   The rezoning will not create an isolated district unrelated to adjacent and nearby districts. The adjacent property to the east is zoned CPUD and allows for 140,000 s.f. of commercial uses and the property to the west is zoned C-4 and is developed with a gas station with convenience store.

4. ***Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.***

   The existing district boundaries coincide with lot lines.

5. ***Whether changed or changing conditions make the passage of the proposed rezoning necessary.***

The proposed rezoning from C-3 to C-4 is not specifically necessary. However, the petitioner believes it is necessary to accommodate a carwash and a wider range of C-3 uses.

6. Whether the proposed change will adversely influence living conditions in the neighborhood.

Through the application of conditions of approval, the change resulting from the development of land as proposed in this rezoning request may be ameliorated to the extent the neighborhood is not adversely impacted. The conditions of approval included as Exhibit A in the Draft Ordinance (Attachment A) provide a sound attenuation wall that shall be provided along the southern property line separating the car wash facility from the Hitching Post mobile home park with a minimum height of 2 feet higher than the entrance to the car wash tunnel, but not to exceed 12 feet in height and provide 25 feet from the rear property line along the entire width of the car wash facility, including the drive aisles that serve the car wash. The car wash shall have a minimum side yard setback of 10 feet when adjacent to commercially zoned property. The carwash building shall not exceed 5,000 s.f. The vacuuming facilities may be located outside the building but may not be in any required yard area and shall not be located forward of the primary façade of the car washing facility. Vehicular stacking lanes and drive through lanes shall not be located close to the US 41 right-of-way than the principal building. Furthermore, the petition also proposes an eating establishment to the east of the car wash with a maximum of 6,000 square feet of gross floor area in the principal structure. Vehicular stacking lanes and drive through lanes shall not be located closer to US 41 right-of-way than the principal building.

The building height for both the car wash and eating establishment will be 35 feet zoned and 42 feet actual. Parking lots, vehicular use areas, and service functions areas shall be located to the sides or rear of buildings, no closer to US 41 than the principal building except that a maximum of one double loaded drive aisle of parking is permitted in the front yard.

7. Whether the proposed change will create or excessively increase traffic congestion or create types of traffic deemed incompatible with surrounding land uses because of peak volumes or projected types of vehicular traffic, including activity during construction phases of the development, or otherwise affect public safety.

The roadway infrastructure has adequate capacity to serve the proposed project at this time. As outlined above, is GMP consistent at the time of rezoning, as evaluated as part of the GMP Transportation Element consistency review. Operational impacts will be addressed at the time of the first development order (SDP or Plat). Additionally, the project's development must comply with all other applicable concurrency management regulations when development approvals are sought.

The roadway infrastructure has sufficient capacity to serve the proposed project, as noted in the Transportation Element consistency review. Operational impacts will be addressed at the first development order (SDP or Plat), at which time a new TIS will be required to demonstrate turning movements for all site access points. Finally, the project's development

must comply with all other applicable concurrency management regulations when development approvals, including but not limited to any plats and or site development plans, are sought.

8. Whether the proposed change will create a drainage problem.

It is not anticipated that rezoning of the property will create any stormwater related issues. Stormwater best management practices, treatment, and storage will be addressed through Environmental Resource Permitting (ERP) with the South Florida Water Management District (SFWMD). Staff will evaluate the stormwater management system and design criteria at the time of SDP or PPL.

9. Whether the proposed change will seriously reduce light and air to adjacent areas.

Development of the site will need to meet the site design standards as set forth in the LDC. The conditions of approval included in Exhibit A in the Draft Ordinance (Attachment A) are a sound attenuation wall, stricter height limits, and landscaping to protect the adjacent areas from the reduction of light or air.

10. Whether the proposed change will adversely affect property values in the adjacent area.

This is a subjective determination based upon anticipated results, which may be internal or external to the subject property. Property valuation is affected by a host of factors, including zoning; however, zoning by itself may or may not affect values since value determination is driven by market value.

11. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

Staff does not anticipate the rezoning would be a deterrent to the improvement of adjacent property in accordance with existing regulations.

12. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasting with the public welfare.

If the proposed development complies with the GMP through the proposed rezoning, then that constitutes a public policy statement supporting zoning actions when they are consistent with said Comprehensive Plan. In light of this fact, the proposed change does not constitute a grant of special privilege. Consistency with the FLUE is further determined to be a public welfare relationship because actions consistent with plans are in the public interest.

13. *Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.*

There are no substantial reasons why the property cannot be used in accordance with the existing zoning. The current zoning designation of C-3 permits intermediate types of

commercial uses. The petitioner contends that the proposed rezoning presents an opportunity to viably develop the property in an area where the concentration of commercial uses is encouraged, given that the subject property is located near a gas station and has remained vacant.

14. ***Whether the change suggested is out of scale with the needs of the neighborhood or the County.***

As a result of the Home Depot – SE Naples CPUD approval, the subject project became eligible for the FLUE text-based Office and Infill Commercial (OIC) Subdistrict provision. The OIC Subdistrict would allow the subject property to rezone from its current Commercial Intermediate District (C-3) to the highest intensity commercial zoning district of the abutting site (CPUD). The Home Depot Commercial Subdistrict allows uses consistent with the Heavy Commercial District (C-5) and the C-3 zoning district. The proposed car wash use is an allowed use within the General Commercial District (C-4) of the LDC. Accordingly, the subject site would be eligible to develop with C-3, C-4, and C-5 commercial uses without the need for a GMP amendment.

15. Whether is it impossible to find other adequate sites in the County for the proposed use in districts already permitting such use.

There may be other sites in the County that could accommodate the proposed uses; however, this is not the determining factor when evaluating the appropriateness of a zoning decision. The petition was reviewed on its own merit for compliance with the GMP and the LDC, and staff does not specifically review other sites in conjunction with a specific petition.

16. The physical characteristics of the property and the degree of site alteration, which would be required to make the property usable for any of the range of potential uses under the proposed zoning classification.

Any future development anticipated by the rezoning would require site alteration. This project will undergo evaluation relative to federal, state, and local development regulations during the SDP and/or platting processes and again later as part of the building permit process.

17. The impact of development on the availability of adequate public facilities and services consistent with the levels of service adopted in the Collier County Growth Management Plan and as defined and implemented through the Collier County Adequate Public Facilities Ordinance, as amended.

The development will have to meet all applicable criteria set forth in the LDC regarding Adequate Public Facilities. The project must also be consistent with all applicable goals and objectives of the GMP regarding adequate public facilities. This petition has been reviewed by county staff responsible for jurisdictional elements of the GMP as part of the rezoning process, and staff has concluded that the developer has provided appropriate commitments so that the impacts to the Level of Service (LOS) will be minimized. Moreover, a water main is available along Tamiami Trail East, and a wastewater main is available along Tamiami Trail

East. There are adequate water and wastewater treatment capacities to serve the project. Any improvements to the CCWSD's water or wastewater systems necessary to provide sufficient capacity to serve the project will be the responsibility of the owner/developer and will be conveyed to the CCWSD at no cost to the County at the time of utility acceptance.

18. Such other factors, standards, or criteria that the Board of County Commissioners shall deem important in protecting public health, safety, and welfare.

To be determined by the BCC during its advertised public hearing.

JULY 24, 2023 NEIGHBORHOOD INFORMATION MEETING (NIM):

The petitioner conducted a NIM on July 24, 2023, at Rookery Bay National Estuarine Research Preserve, 300 Tower Road, Naples, FL 34113. The meeting commenced at approximately 5:30 p.m. and ended at 5:42 p.m. One participant attended in person, and two ZOOM participants attended. The agent Ellen Summers gave an introduction of the consultant team and then gave a PowerPoint described the proposed rezoning to convert the property from C-3 to C-4 with conditions to allow for a car wash and full range of C-3 permitted uses. An attendee asked about the remaining use on the other half of the property. The agent responded that she did not know at this time. No commitments were made. A copy of the NIM Summary, sign-in sheet, and NIM PowerPoint presentation are included in Attachment B.

OCTOBER 2, 2024 NEIGHBORHOOD INFORMATION MEETING (NIM):

Because the petition exceeded the first anniversary of the first NIM, the second NIM was scheduled. The petitioner conducted a NIM on October 2, 2024, at Rookery Bay National Estuarine Research Preserve, 300 Tower Road, Naples, FL 34113. The meeting commenced at approximately 5:30 p.m. and ended at 5:43 p.m. There were two members of the public present. The applicant's agent, Ellen Summers, AICP, explained the request for the proposed rezone and the companion small scale Growth Management Plan amendment. The attendees did not ask any questions. No commitments were made. A copy of the NIM Summary, sign-in sheet, and NIM PowerPoint presentation are included in Attachment B.

ENVIRONMENTAL ADVISORY COUNCIL (EAC):

This project does not require an Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances.

COUNTY ATTORNEY OFFICE REVIEW:

This Staff Report was reviewed by the County Attorney's office on October 14, 2024.

RECOMMENDATION:

Staff recommends that the Collier County Planning Commission (CCPC) forward Petition RZ-PL20220005137 – 11760 Tamiami Trail East to the Board of County Commissioners (BCC) with a recommendation of approval.

Attachments:

A. Draft Ordinance
B. Application/Backup Materials

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AMENDING ORDINANCE NO. 2004-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH ESTABLISHED THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM AN INTERMEDIATE COMMERCIAL DISTRICT (C-3) ZONING DISTRICT TO A GENERAL COMMERCIAL DISTRICT (C-4) ZONING DISTRICT LIMITED TO 11,000 SQUARE FEET OF GROSS FLOOR AREA OF COMMERCIAL USES OF WHICH 5,000 SQUARE FEET OF GROSS FLOOR AREA MAY BE CARWASH, WITH CONDITIONS; PROVIDING FOR PARTIAL REPEAL OF ORDINANCE NO. 00-81 AND RESOLUTION NO. 12-253. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF TAMIAMI TRAIL EAST 350 FEET EAST OF THE INTERSECTION OF TAMIAMI TRAIL AND BAREFOOT WILLIAMS ROAD IN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, CONSISTING OF 1.92± ACRES; AND BY PROVIDING AN EFFECTIVE DATE. [PL20220005137]

WHEREAS, Robert J. Mulhere, FAICP and Ellen Summers, AICP of Bowman Consulting, and Clay C. Brooker, Esq. of Cheffy Passidomo, P.A. representing 11760 Property, LLC petitioned the Board of County Commissioners to change the zoning classification of the herein described real property.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE:

The zoning classification of the herein described real property more particularly described in Exhibit A, located in Section 33, Township 50 South, Range 26 East, Collier County, Florida, is changed from the Intermediate Commercial District (C-3) Zoning District to the General Commercial District (C-4) Zoning District for a 1.9+/- acre project to be known as 11760 Tamiami Trail East Rezone, subject to the conditions shown in Exhibit B. Exhibits A

through D are attached hereto and incorporated herein by reference. The appropriate zoning atlas map or maps, as described in Ordinance Number 2004-41, as amended, the Collier County Land Development Code, is/are hereby amended accordingly.

SECTION TWO:

Ordinance No. 00-81, a rezone to C-3, and Resolution No. 12-253, a conditional use for "Mac Business Plaza," are hereby repealed as to the property described in this Ordinance.

SECTION THREE:

This Ordinance shall become effective upon filing with the Department of State and on the date that the Growth Management Plan Amendment in Ordinance No. 2025-_____ becomes effective.

PASSED AND DULY ADOPTED by super-majority vote of the Board of County Commissioners of Collier County, Florida, this _____ day of _____, 2025.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____ HFAC
Heidi Ashton-Cicko 11-12-24
Managing Assistant County Attorney

Attachments: Exhibit A - Legal Description
Exhibit B - Conditions of Approval
Exhibit C - Location Map
Exhibit D - Conceptual Plan

EXHIBIT A

Legal Description
11760 Car Wash Rezone (PL 20220005137)

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, PROCEED NORTHERLY ALONG THE SECTION LINE BETWEEN SAID SECTION 33 AND SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, NORTH 02° 49' 48" EAST, 884.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. 41; THENCE, SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 44.24 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 3,210.55 FEET, CENTRAL ANGLE OF 0° 47' 22", AND A CHORD DISTANCE OF 44.23 FEET, BEARING SOUTH 54° 01' 20" EAST TO A POINT OF TANGENCY; THENCE SOUTH 54º 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 54° 25' 01" EAST, 600 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 35° 34' 59" WEST, 321.16 FEET; THENCE NORTH 54° 25' 01" WEST, 541.69 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAREFOOT WILLIAMS ROAD; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, 132.69 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 54° 18' 18", AND A CHORD DISTANCE OF 127.78 FEET, BEARING NORTH 08° 25' 50" EAST TO A POINT OF TANGENCY; THENCE NORTH 35° 34' 59" EAST, 207.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE LAND CONVEYED TO RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, BY GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5871, PAGE 1617, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST ¼ CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE NORTH 02° 49' 48" EAST, ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. 41, BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY, FOR 44.24 FEET, HAVING A CENTRAL ANGLE OF 0° 47' 22", A CHORD BEARING OF SOUTH 54° 01' 20" EAST, AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 54° 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 54° 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 340.00 FEET; THENCE SOUTH 35° 34' 59" WEST, FOR A DISTANCE OF 321.16 FEET; THENCE NORTH 54° 25' 01" WEST, FOR A DISTANCE OF 281.69 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAREFOOT WILLIAMS ROAD, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 140.00 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 54° 18' 16", A CHORD BEARING OF NORTH 08° 25' 50" EAST, A CHORD LENGTH OF 127.78 FEET, AND AN ARC LENGTH OF 132.69 FEET; THENCE NORTH 35° 34' 59" EAST ALONG SAID EAST RIGHT-OF-WAY, FOR A DISTANCE OF 207.46 FEET TO THE POINT OF BEGINNING.

Exhibit B - Conditions of Approval
11760 Tamiami Trail E Rezone
PL-20220005137

1. The following uses are hereby authorized as permitted by right:
    a. All permitted uses in the C-3 commercial intermediate zoning district; and
    b. Carwashes (Group 7542).
2. Development is limited to a maximum intensity of 11,000 square feet of gross floor area, of which a carwash shall not exceed 5,000 square feet.
3. Carwashes (Group 7542) shall adhere to the requirements of the LDC, except as specified below:
    a. The minimum side yard setback shall be 10 feet when adjacent to a commercially zoned property.
    b. The carwash building shall not exceed 5,000 square feet.
    c. Vacuuming facilities may be located outside the building but may not be located in any required yard area and shall not be located forward of the primary façade of the car washing facility.
    d. Vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building.
    e. A sound attenuation wall shall be: a) a minimum height of 2 feet higher than the entrance to the car wash tunnel, but not exceed 12 feet in height above grade; and b) be provided twenty-five (25) feet from the rear property line along the entire width of the car wash facility, including the drive aisles that serve the car wash. The location of the wall is labeled as “Maximum 12’ Sound Attenuation Wall" on the Conceptual Site Plan.
4. The following standards apply to establishments with drive-through facilities (Group 5812 Eating Places and 5813 Drinking Places):
    a. A maximum of 6,000 square feet of gross floor area in the principal structure.
    b. In addition to satisfying design standards of section 5.05.08 F.6., vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building.
5. No building or structure shall exceed a zoned building height of thirty-five (35) feet, and an actual height of forty-two (42) feet, except as otherwise identified herein.
6. Parking lots, vehicular use areas, and service functions areas shall be located to the sides or rear of buildings, no closer to US 41 than the principal building except that a maximum of one double loaded drive aisle of parking is permitted in the front yard.
7. Landscaping for parking lots, vehicular use areas, and service function areas shall be designed in accordance with LDC section 4.06.03, except that interior parking lot plantings shall be a maximum of 25 percent turf grass. The balance shall be shrubs or groundcover in planting areas appropriate to the design.
8. Landscape buffers shall be designed in accordance with LDC section 4.06.00, except for the following:

a. The 15-foot-wide Type 'B' front yard landscape buffer easement (LBE) shall be enhanced by:
    i. Planting canopy shade trees (understory trees and palm trees may not be substituted for canopy trees) spaced 25 feet on center with trees having a minimum average mature canopy spread of 20 feet and an eight-foot vertical clearance for pedestrians, if applicable, as determined by County Manager of designee.
    ii. Planting only native vegetation, grass, ground cover, or other landscape treatment in accordance with LDC section 4.06.00.
b. The 20-foot-wide Type 'B' rear yard LBE shall be enhanced with a minimum of five canopy trees (understory and palm trees may not be substituted for canopy trees) per 100 linear feet.

9. The maximum total daily trip generation for the Rezone shall not exceed 127 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.
10. Vehicular and Pedestrian interconnection to the property to the east will be provided, by the Owner, its successors or assigns, as shown on the Conceptual Site Plan. The Owner, its successors or assigns, will provide an access easement over a portion of the property to the property owner to the east, or an access easement to the public for public use without responsibility of maintenance by Collier County, at time of the first Site Development Plan or Plat. The connection and supporting infrastructure will be constructed to the property line by the Owner, its successors or assigns, of the rezone property prior to the first Certificate of Occupancy. The interconnections shall remain open to the public. At the time of this rezone, private access easements to the west are recorded in Official Records Book 5241 Page 2441 et. seq. and Official Records Book 5129 Page 1366 et. seq.
11. All other applicable state or federal permits must be obtained before commencement of the development.
12. Pursuant to Section 125 022(5) F.S., issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

CAO



EXHIBIT C
LOCATION MAP

11760 TAMIAMI TRAIL REZONE

LETTER	REVISIONS	DATE
1		
2		
3		
4		
5		

DESIGNED BY	E.S.	DATE	3/2023
DRAWN BY	M.K.	DATE	3/2023
CHECKED BY	R.M.	DATE	3/2023
VERTICAL SCALE	N/A	HORIZONTAL SCALE	AS NOTED

HOLE MONTES
ENGINEERS·PLANNERS·SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

PROJECT SITE AERIAL

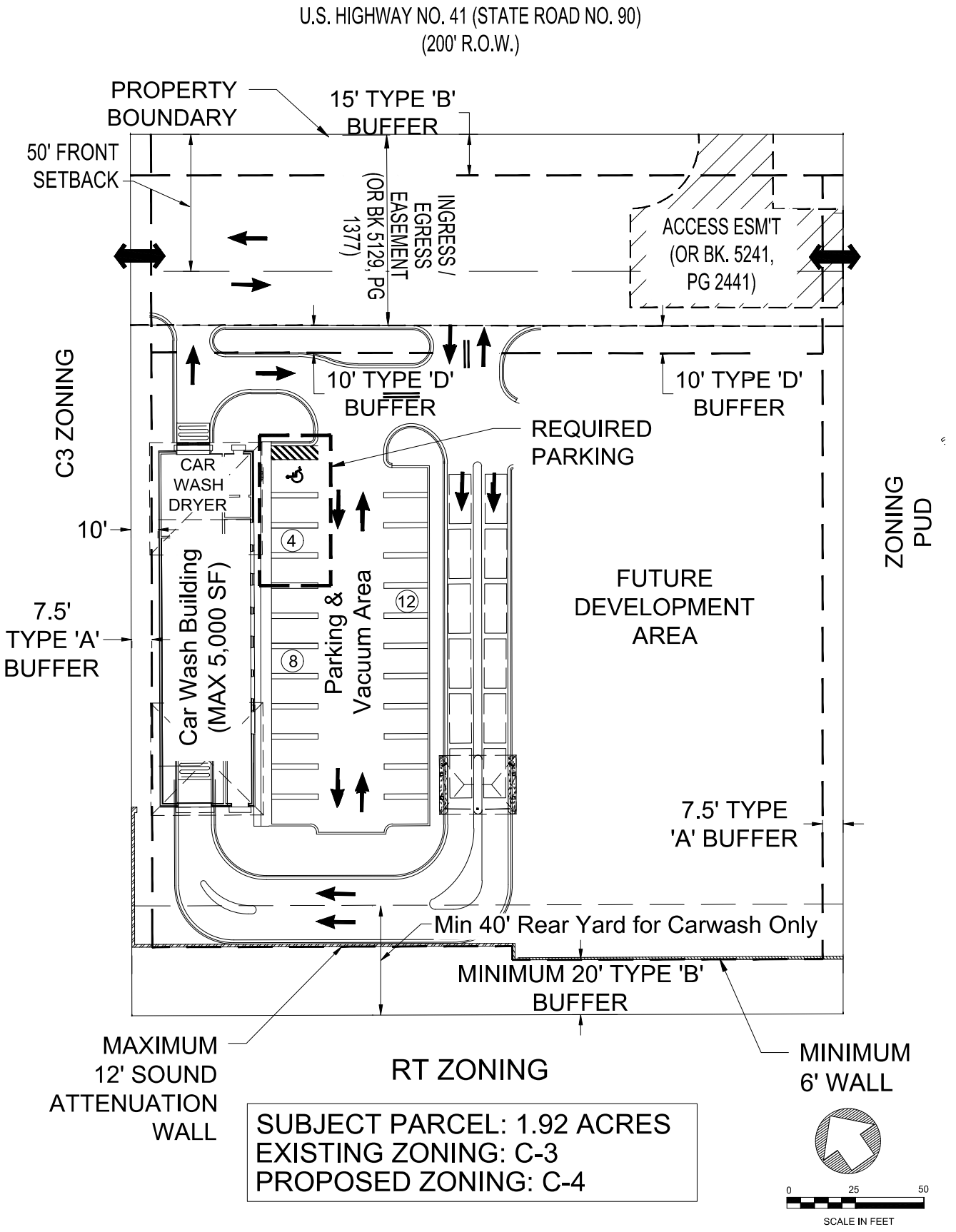
THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW.

DATE _____

REFERENCE NO.	
DRAWING NO.	2023.006 GMPA.DWG
PROJECT NO.	2023.006
SHEET NO.	1 OF 1

2023.006_ GMPA.dwg, Mar 23, 2023, 12:11pm

CAO



HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of Authorization No.1772

11760 TAMIAMI TRAIL REZONE
(CONCEPTUAL SITE PLAN)

EXHIBIT D

CHECKED BY : ES	PROJECT No. 2023.006
DRAWN BY : MK	CAD FILE NAME: 3006_CONCEPT
DATE : 5/2024	1 Of 2

NOTES:

No Preservation Required

Parking Requirement:
Auto/Truck Washing: 1 space per employee of the largest shift for automotive wash facilities.
3 Employees: 3 Spaces Total
Standard Space: 3 Spaces
Handicapped Space: 1 Space

HOLE MONTES
ENGINEERS·PLANNERS·SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

11760 TAMIAMI TRAIL REZONE
(CONCEPTUAL SITE PLAN)

CHECKED BY : ES	PROJECT No. 2023.006
DRAWN BY : MK	CAD FILE NAME: 3006_CONCEPT
DATE : 3/2023	2 Of 2

CAO

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

PRE-APPLICATION MEETING NOTES

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Notes

Petition Type: GMP Amendment (GMPA) (COMPANION)
Standard Rezone (RZ)

Date and Time: Tuesday 9/6/22 at 1:30pm Zoom

Assigned Planner: Michele Mosca - GMPA
Tim Finn - RZ (COMPANION)

Engineering Manager (for PPL's and FP's): _____

Project Information

Project Name: 11760 Tamiami Trail East (GMPA)
11760 Tamiami Trail East (RZ)

PL #: 20220005822 - GMPA
20220005137 - RZ

Property ID #: 447760107 **Current Zoning:** C-3

Project Address: 11760 Tamiami Trail East, **City:** Naples **State:** FL **Zip:** 34113

Applicant: Clay Brooker, Cheffy Passidomo, P.A.

Agent Name: Clay Brooker **Phone:** 239-261-9300

Agent/Firm Address: 821 5thAve S.Ste 201 **City:** Naples **State:** FL **Zip:** 34102

Property Owner: Barefoot 11700 LLC PO Box 5319

Please provide the following, if applicable:

i. **Total Acreage:** 1.92

ii. **Proposed # of Residential Units:** _____

iii. **Proposed Commercial Square Footage:** _____

iv. **For Amendments, indicate the original petition number:** _____

v. **If there is an Ordinance or Resolution associated with this project, please indicate the type and number:** _____

vi. **If the project is within a Plat, provide the name and AR#/PL#:** _____

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

As of 10/16/2017 all Zoning applications have revised applications, and your associated Application is included in your notes; additionally a *new Property Ownership Disclosure Form is required for all applications. A copy of this new form is included in your pre-app Note – link is https://www.colliercountyfl.gov/Home/ShowDocument?id=75093

Zoning
Im Finn

- Submit a separate sheet that provides a response to each of the 18 rezone criteria under LDC Section 10.02.08.F
- On conceptual site plan, adhere to LDC Section 5.05.11 and under the Administrative Code, Chapter 3, Section H, part 9
- Clarify the exact C-4 uses you would like approved with this rezone petition.

STORMWATER - RICHARD ORTH - PLEASE CONTACT WITH QUESTIONS
CONTACT INFO ON PAGE 5

If Site is within the City of Naples Water Service Area please send to Naples Utilities and Planning Departments. Then, if the petition is submitted, we are to send it (by email) to the four persons below in their Utilities and Planning Depts. - along with a request that they send us a letter or email of "no objection" to the petition. Bob Middleton RMiddleton@naplesgov.com Allyson Holland AMHolland@naplesgov.com Robin Singer RSinger@naplesgov.com Erica Martin emartin@naplesgov.com

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

COMPA - Michele MOSCA — See ATTACHED EMAIL NOTES, STANDARD COMMENTS, MARKET STUDY INFO, AND AMENDMENT PACKAGE NOTES - PAGES 3A.1.-

LANDSCAPE - MARK TEMPLETON - See EMAIL NOTES ON PAGE 3.B.

ENVIRONMENTAL - DAVID ROE - See EMAIL NOTES ON PAGE 3.C.

TRANSPORTATION - MIKE SAWYER - See ATTACHED EMAIL NOTES ON PAGE 3.D.

Other required documentation for submittal (not listed on application):

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

ThomasClarkeVEN

From: MoscaMichele
Sent: Wednesday, September 14, 2022 12:24 PM
To: ThomasClarkeVEN
Cc: FinnTimothy
Subject: Pre-application Meeting Notes for 11760 Tamiami Trail East (GMPA and Rezone)
Attachments: GMPA Pre-App Std Comments_11-19-19 (003).pdf

Thomas,

Please include the following information in the Pre-Application Meeting notes for 11760 Tamiami Trail East (GMPA and Rezone).

Requested information from the applicant:

1) Link to the East Naples Community Development Plan (ENCDP)
   – https://www.colliercountyfl.gov/government/growth-management/divisions/planning-and-zoning-division/comprehensive-planning-section/east-naples-community-development-plan
2) Upcoming Public Outreach Meetings for the US 41 East Zoning Overlay (US 41 EZO)
   a. October 26, 2022 – Communitywide meeting to review the draft zoning overlay (South Regional Library @ 6:00 p.m.)
   b. November 30, 2022 – Communitywide meeting to review the final draft zoning overlay (South Regional Library @ 6:00 p.m.)

Growth Management Plan Amendment (GMPA):

1) Refer to the attached "GMPA Pre-App Std. Comments" document for GMPA submittal requirements.
2) Provide complete GMPA application
   – https://www.colliercountyfl.gov/government/growth-management/divisions/planning-and-zoning-division/planning-and-zoning-applications
3) Provide a narrative to address Chapter 163.3177 (1)(f), FS, related to "community goals and vision" for the US 41 East Trail corridor, based on the Board accepted ENCDP.

Rezone Petition:

1) Address Future Land Use Element Policy 5.6
2) Address Future Land Use Element Objective 7 and related Policies (7.1 – 7.7), as applicable

Respectfully,

Michele R. Mosca, AICP
Principal Planner

Collier County

Zoning Division/Community Planning Section
2800 N. Horseshoe Dr., Naples, FL 34104
Phone: (239) 252-2466

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

GMP Amendment Pre-application Meeting Standard Comments

The Comprehensive Planning Section schedules all GMP amendment pre-application meetings, which are mandatory, and coordinates the review of all amendment petitions received.

Per the Fee Schedule adopted by Resolution 2019-96, **the non-refundable pre-application meeting fee is $500.00**; it is credited towards the petition fee – if the petition is submitted within nine months. The **petition fee** is $16,700.00 for a large-scale petition ($9,000.00 for a small-scale petition), which is non-refundable, ***plus* a proportionate share of the legal advertising costs**. For small-scale petitions, there are only two hearings – one each before the Collier County Planning Commission (CCPC) and Board of County Commissioners (BCC. For large-scale amendment petitions, a total of four public hearings are held - Transmittal hearing before CCPC and BCC, and Adoption hearing before CCPC and BCC. The estimated legal advertising costs will be provided to each petitioner and payment will be required prior to advertising for any hearings; any refund due the petitioner after hearings are held will be provided at that time.

In addition to the petition fee and legal ad costs noted above, payment must also be made for a Traffic Impact Study Review Fee. This fee should be submitted directly to the Transportation Planning Section. Please see their website at: http://www.colliergov.net/Index.aspx?page=566 and/or contact that Section for more details.

A small-scale amendment is limited to a parcel ~~<10~~ 50 acres in size and is limited to a map amendment only or map amendment with directly related text; further, the map amendment cannot result in a conflict between the map and text – there can be no internal inconsistency in the GMP.

For the most part, there is no guidance/criteria/standards provided in the GMP itself by which to review amendments for consistency; one exception is for significant impacts upon public facilities as provided for in Policy 1.1.2 of the CIE. However, Chapter 163, Florida Statutes, does provide guidance. *Note particularly the requirement to provide appropriate data and analysis to demonstrate the amendment is needed*. Generally, staff reviews for, and an applicant should adequately address in the submittal:

- Appropriateness of uses/compatibility with surrounding area.
- Impact upon surrounding properties – will it make them less developable under their present FLUM designation? Will it create a domino effect leading to future designation changes on the surrounding properties?
- *Need for the designation change – data and analysis*, e.g. market demand study for commercial uses, to demonstrate the change is warranted, that more inventory of the requested uses is needed. Too often, the data only demonstrates the petition site is *viable* for the proposed uses ("build it & they will come") rather than demonstrate there is a *need* for a new or expanded GMP provision to provide for the proposed uses, and that the need is at the subject location. The data should be specific to the proposed land uses, proposed trade service area, persons per household in subject area, etc. as applicable. It is recognized there is more than one acceptable methodology, e.g. radial distance from site (ULI standards for neighborhood/community/regional commercial centers), drive time, etc. Regardless of methodology, the raw data needs to be submitted to allow staff to review it for completeness and accuracy (sometimes parcels are omitted, double counted, included when shouldn't be, etc.). Also, as with all submitted documents, maps of trade service area need to be legible and include adequate identification features, e.g. major roads, Section-Township-Range.
- LOSS (level of service standards) impacts upon public facilities – roads, potable water, sanitary sewer, drainage, solid waste, parks & recreation facilities, etc.
- Within the above is consideration of site-specific impacts, e.g. impact upon wetlands and listed species habitats on-site and nearby; and, traffic impacts (operational/safety) from the

traffic volume generated/attracted and/or the ingress/egress points - turning movements, median openings, traffic signals, etc. Included within this would be a comparison between impacts that would be expected under the existing zoning and/or FLUM designation vs. that which could be expected under the proposed amendment.

- Consistency/conformity/harmony with other Goals, Objectives, Policies (GOPs) and provisions in the Element being amended and any other Element of the GMP relevant to the petition, as well as any other applicable regulations (e.g. Manatee Protection Plan, specific LDC provisions).
- Furtherance of existing GOPs relevant to the petition.
- Furtherance of any other plans or designations that is applicable or relevant to the petition (e.g. a redevelopment plan, Area of Critical State Concern, Rural Area of Critical Economic Concern).
- Energy efficiency and conservation, as required in HB 697 (2008).

Market Study Info for Commercial Requests

It is the responsibility of every applicant to utilize and provide the best available data as a sound foundation on which to build their requested amendment.

Collier County annually produces population estimates and projections. The County also prepares regular updates to its commercial inventory – and these are available to use in market studies.

Generally, the actual need for a FLUM designation change is determined through data and analysis, e.g. market demand study for commercial uses, with results which demonstrate the change is warranted, and that additional inventory of the requested uses is needed.

Too often, the data fails to reach the desired standard, merely demonstrating the subject site is *viable* for the proposed uses ("build it & they will come) rather than demonstrating there is an actual *need* for a new or expanded GMP provision to provide for the proposed uses, and that this need is best served at this location. Data and analysis should substantiate that benefits from the proposed project will be evident Countywide – or at least throughout the market area to be served, without detriment to other existing and planned developments – and not only to the property owner.

The data should be specific to the proposed land uses, proposed trade, market or service area, persons per household in subject area, etc., as applicable.

Market demand studies should develop scenarios to explain how the subject property will compete with other 'like areas' in or near the market, service or trade, area.

Market demand studies should also gauge the amount of vacant units/square footage/leasable area within the Planning Community/Communities involved, and of 'like area' nodes in the market area, such as within each Mixed Use Activity Center (MUAC), each Estates Neighborhood Center, each Subdistrict, and so on – acknowledging the premise that vacancies and vacancy rates are valid indicators for determining need/demand/support.

A commercial market study should contain a sufficient amount of information for a substantive review, including:

1. Identification and description of the project's trade/market area:

    - Trade/market area – radial, gravity, drive-time model or other method?

        - Radial: analyses are performed by selecting and evaluating demographics that fall within a pre-defined radial distance from the business location.

- Gravity: provides an approximation of business trade area by looking spatially at the distribution of all locations, including competitors, and evaluating each location's relative attractiveness.
- Drive-time: analyses include digitized roadway systems (accounts for speed, lanes, barriers, etc.). Method is valid for convenience scenarios where patrons are expected to go to the closest or most logistically convenient location.

- Trade/market area size varies depending upon the scale of the development.

The boundary may not be spherical – adjusted on the basis of transportation network, geographic constraints, density, etc.

2. Guidelines for determining the Market Area (ULI)

Center Type	Leading Tenant	Typical GLA	General Range in GLA	Typical Minimum Site Area	Minimum Support Required	Market Size (Radius)
Neighborhood	Supermarket or Drugstore	50,000 sq. ft.	30,000 – 100,000 sq. ft.	3 acres	2,500 – 40,000 people	1 ½ miles
Community	Variety Discount or Junior Dept. Store	150,000 sq. ft.	100,000-450,000 sq. ft.	10 + acres	40,000 – 150,000 people	3-5 miles
Regional	One or more full-line Dept. stores of at least 100,000 sq. ft. of GLA	400,000 sq. ft.	300,000 – 1,000,000 or more	30-50 acres or more	150,000 or more people	8 miles

3. Trade/market data must include the following figures:
(estimates and projections are needed for most categories)

- Population
- Number of dwelling units
- Household income
- Total trade area income
- Sales per sq. ft. (method – divide total retail sales w/in county by # of sq. ft. of retail space)
- Floor Area Ratios (building to land ratios – derive from inventory)
- Retail expenditures (some studies break down figures by retail type, others by percentage from Census or other source)
- Supportable square feet
(divide projected retail expenditures by sales per sq. ft. then multiply supportable sq. ft. by vacancy rate [to obviously account for vacancies])
- Land use requirement (divide total supportable sq. ft. by 43,560 and then by FAR to determine acreage requirements)
- Supply of commercial land uses
- Compare supply to demand

4. Office demand is calculated on a per capita method (sq. ft./person) must factor in the vacancy percentage/rate.

Too often the "Market Factors"/ "Population Factors" / "Commercial Analysis" portions of a Study appear to provide only some of these figures, but in the form of broad statements and drawn conclusions, with the lack of proper data and analysis evident. Of course, many applicants have chosen to provide more data and analysis, but the items shown above represent the minimum amount of information necessary to form a determination.

It is important to carefully organize the amendment package; be sure all exhibits are consistently labeled, are in the proper order, and are correctly referenced on the pages of the application. For site-specific amendments, be sure to clearly identify the subject site, include North arrow and scale, and source. A petition narrative is usually helpful. For corporate ownership, it is not acceptable to only list the corporation name. In some instances, property is owned by a corporation that in turn is comprised of other corporations. It is necessary to provide a list of individuals as officers or stockholders of the corporation(s) for purposes of full disclosure. The objective of disclosure is to reveal the individuals with an interest in the property (including seeing if any staff or public officials are included).

For a submitted petition, after the sufficiency review process is complete and the petition package is deemed sufficient, an electronic version of the entire submittal is needed. This is because the County has instituted an electronic (paperless) agenda process for the Board of County Commissioners' hearings.

The Land Development Code (LDC) requires the petitioner of a site-specific GMP amendment to hold a Neighborhood Information Meeting (NIM) similar to that presently required for Rezone petitions; this would occur after a finding of sufficiency of the petition submittal but prior to the CCPC Transmittal hearing (or CCPC Adoption hearing in case of small-scale amendment). The LDC also requires the petitioner of a site-specific GMP amendment to post a notice(s) of the CCPC hearing on the property, for both Transmittal and Adoption hearings, and notify surrounding property owners within a specified distance by letter.

Collier County Comprehensive Planning Section
2800 North Horseshoe Drive
Naples, FL 34104
Phone: 239-252-2400
Fax: 239-252-2946
Website: https://www.colliercountyfl.gov/your-government/divisions-a-e/comprehensive-planning

GMPA Pre-App Std Comments_11-19-19
G:\CDES Planning Services\Comprehensive\COMP PLANNING GMP DATA\Comp Plan Amendments\GMP Pre-App Standard Comments dw/

ThomasClarkeVEN

From: TempletonMark
Sent: Tuesday, September 06, 2022 1:21 PM
To: ThomasClarkeVEN
Subject: RE: Pre-App ~~RESEARCH~~ for 11760 Tamiami Trail East (RZ) - PL20220005137 -Zoom on Tues.9/6/22 at 1:30pm NOTES

Hi Thomas,
I won't be able to make this meeting.
Below are landscape comments.

If a conceptual plan is required as part of the rezone application, label the perimeter buffers per the LDC. If enhanced buffers are required for staff approval of the GMPA, include these enhanced buffer standards as notes on the rezone master plan and/or in the rezone language.

Respectfully,

Mark Templeton, RLA
Principal Planner/Landscape Review

Collier County
Development Review Division
Exceeding Expectations, Every Day!

NOTE: Email Address Has Changed

2800 North Horseshoe Drive, Naples Florida 34104
Phone: 239.252.2475

How are we doing? Please CLICK HERE to fill out a Customer Survey.
We appreciate your Feedback!
Disclaimer- this email is not to be interpreted as an endorsement or approval of any permit, plan, project, or deviation from the Land Development Code.

From: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Sent: Thursday, September 1, 2022 5:11 PM
To: StoltsAnthony <Anthony.Stolts@colliercountyfl.gov>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; BeardLaurie <Laurie.Beard@colliercountyfl.gov>; BrownCraig <Craig.Brown@colliercountyfl.gov>; CookJaime <Jaime.Cook@colliercountyfl.gov>; CrotteauKathynell <Kathynell.Crotteau@colliercountyfl.gov>; PerryDerek <Derek.Perry@colliercountyfl.gov>; OrtmanEric <Eric.Ortman@colliercountyfl.gov>; FaulknerSue <Sue.Faulkner@colliercountyfl.gov>; SantabarbaraGino <Gino.Santabarbara@colliercountyfl.gov>; OrthRichard <Richard.Orth@colliercountyfl.gov>; KlopfParker <Parker.Klopf@colliercountyfl.gov>; HansenRachel <Rachel.Hansen@colliercountyfl.gov>; AshkarSally <Sally.Ashkar@colliercountyfl.gov>; SawyerMichael <Michael.Sawyer@colliercountyfl.gov>; SammonSean <Sean.Sammon@colliercountyfl.gov>; TempletonMark <Mark.Templeton@colliercountyfl.gov>
Cc: FinnTimothy <Timothy.Finn@colliercountyfl.gov>; MoscaMichele <Michele.Mosca@colliercountyfl.gov>
Subject: Pre-App RESEARCH for 11760 Tamiami Trail East (RZ) - PL20220005137 -Zoom on Tues.9/6/22 at 1:30pm

Good Afternoon All,

ThomasClarkeVEN

From: FinnTimothy
Sent: Tuesday, September 06, 2022 3:30 PM
To: ThomasClarkeVEN
Subject: FW: PL20220005137 & PL20220005822 - 11760 Tamiami Trail East (RZ) & (GMPA) - Pre - App meeting NOTES

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Thomas,

Please add these to the preapp notes

From: RoeDavid <David.Roe@colliercountyfl.gov>
Sent: Tuesday, September 6, 2022 2:14 PM
To: FinnTimothy <Timothy.Finn@colliercountyfl.gov>
Subject: PL20220005137 & PL20220005822 - 11760 Tamiami Trail East (RZ) & (GMPA) - Pre - App meeting NOTES

Good afternoon,

Environmental Review notes:

1. Submit a current aerial photograph and clearly delineate the subject site boundary lines. If the site is vegetated, provide FLUCCS overlay or vegetation inventory identifying upland, wetland, and exotic vegetation. (LDC 10.02.03.D.1.d)
2. Environmental Review staff will perform a site visit upon 1st submittal to determine if Listed Species are present.

Respectfully,

David Roe
Senior Environmental Specialist
2800 North Horseshoe Drive, Naples Florida 34104
Phone: 239.252.2915

Collier County

How are we doing? Please CLICK HERE to fill out a Customer Survey.
We appreciate your Feedback!

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Page 3.C.

ThomasClarkeVEN

From: SawyerMichael
Sent: Tuesday, September 20, 2022 8:00 AM
To: ThomasClarkeVEN
Cc: MoscaMichele; FinnTimothy
Subject: GMPA-Rezone 11760 East Trail

Thomas,

Thanks for the email regarding this pre app.

Please include the following notes for Transportation Planning: Methodology meeting by email required and provide note on TIS cover sheet that fee will be collected at time of GMPA/Rezone submittal. Address all transportation elements of the GMP. Provide both ITE and SIC use codes in the TIS for all proposed uses. If master plan is provided include potential interconnections to adjacent parcels.

Respectfully,

Michael Sawyer
Project Manager
Transportation Management Services Department
Transportation Planning
2685 South Horseshoe Drive, Suite 103
Naples, Florida 34104
239-252-2926
michael.sawyer@colliercountyfl.gov

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(239) 252-2400

Pre-Application Meeting Sign-In Sheet

PL# 20220005137

Collier County Contact Information:

Name	Review Discipline	Phone	Email
☐ Maggie Acevedo	North Collier Fire	252-2309	macevedo@northcollierfire.com
☐ Steve Baluch	Transportation Planning	252-2361	stephen.baluch@colliercountyfl.gov
☐ Shar A.Beddow	MSM/Deputy Fire Marshal - Greater Naples Fire	241-1422	sbeddow@gnfire.org
☐ Ray Bellows	Zoning, Planning Manager	252-2463	raymond.bellows@colliercountyfl.gov
☐ Laurie Beard	PUD Monitoring	252-5782	laurie.beard@colliercountyfl.gov
☑ ~~Craig Brown~~ DAVID. ROE	Environmental Specialist	252-2548	~~craig.brown~~@colliercountyfl.gov
☐ Heidi Ashton Cicko	Managing Asst. County Attorney	252-8773	heidi.ashton@colliercountyfl.gov
☑ Thomas Clarke	Zoning Operations Analyst	252-2584	thomas.clarke@colliercountyfl.gov
☐ Jamie Cook	Development Review Director	252-6290	Jaime.cook@colliercountyfl.gov
☐ Gabriela Castro	Zoning Principal Planner	252-4211	gabriela.castro@colliercountyfl.gov
☐ Maggie DeMeo	North Collier Fire	252-2308	pdemeo@northcollierfire.com
☐ Eric Fey, P.E.	Utility Planning	252-1037	eric.fey@colliercountyfl.gov
☑ Tim Finn, AICP	Zoning Principal Planner	252-4312	timothy.finn@colliercountyfl.gov
☐ Sue Faulkner	GMP - Comprehensive Planning	252-5715	sue.faulkner@colliercountyfl.gov
☐ Michael Gibbons	Structural/Residential Plan Review	252-2426	michael.gibbons@colliercountyfl.gov
☐ Storm Gewirtz, P.E.	Engineering Stormwater	252-2434	storm.gewirtz@colliercountyfl.gov
☑ Cormac Giblin, AICP	Development Review-Planning Manager	252-5095	Cormac.giblin@colliercountyfl.gov
☐ Nancy Gundlach, AICP	Zoning Principal Planner	252-2484	nancy.gundlach@colliercountyfl.gov
☑ Rachel Hansen	GMP – Comprehensive Planning	252-1142	Rachel.hansen@colliercountyfl.gov
☐ Richard Henderlong	Zoning Principal Planner	252-2464	richard.henderlong@colliercountyfl.gov
☐ John Houldsworth	Engineering Subdivision	252-5757	john.houldsworth@colliercountyfl.gov
☐ Alicia Humphries	Right-Of-Way Permitting	252-2326	alicia.humphries@colliercountyfl.gov
☐ Anita Jenkins	Planning & Zoning Director	252-5095	Anita.jenkins@colliercountyfl.gov
☐ John Kelly	Zoning Senior Planner	252-5719	john.kelly@colliercountyfl.gov
☐ Parker Klopf	GMP – Comprehensive Planning	252-2471	Parker.klopf@colliercountyfl.gov
☐ Troy Komarowski	North Collier Fire	252-2521	tkomarowski@northcollierfire.com
☐ Sean Lintz	North Collier Fire	597-9227	slintz@northcollierfire.com
☐ Diane Lynch	Operations Analyst	252-8243	diane.lynch@colliercountyfl.gov
☑ Thomas Mastroberto	Greater Naples Fire	252-7348	thomas.mastroberto@colliercountyfl.gov
☐ Jack McKenna, P.E.	Engineering Services	252-2911	jack.mckenna@colliercountyfl.gov

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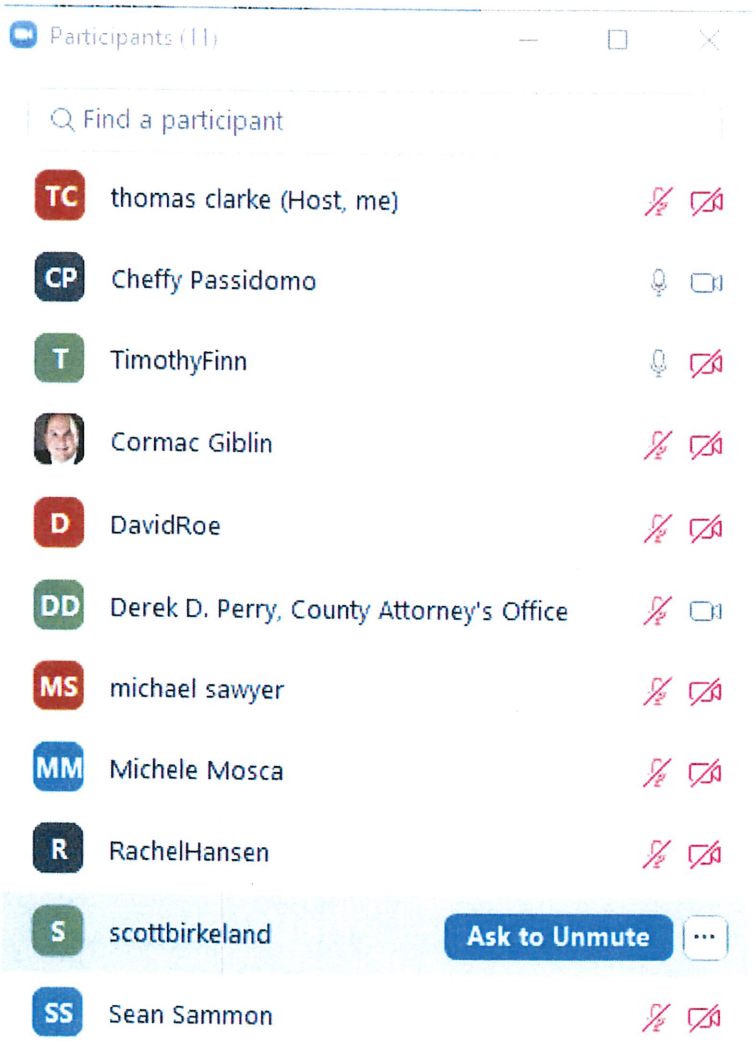
☐	Matt McLean, P.E.	Division Director - IF, CPP & PM	252-8279	matthew.mclean@colliercountyfl.gov
☑	Michele Mosca, AICP	Capital Project Planning	252-2466	michele.mosca@colliercountyfl.gov
☐	Richard Orth	Stormwater Planning	252-5092	richard.orth@colliercountyfl.gov
☐	Eric Ortman	Zoning Principal Planner	252-1032	Eric.Ortman@colliercountyfl.gov
☑	Derek Perry	Assistant County Attorney	252-8066	Derek.perry@colliercountyfl.gov
☐	Brandi Pollard	Utility Impact fees	252-6237	brandi.pollard@colliercountyfl.gov
☐	Todd Riggall	North Collier Fire	597-9227	triggall@northcollierfire.com
☐	Brett Rosenblum, P.E.	Development Review Principal Project Manager	252-2905	brett.rosenblum@colliercountyfl.gov
☐	James Sabo, AICP	GMP, Comp Planning Manager	252-2708	james.sabo@colliercountyfl.gov
☑	Michael Sawyer	Transportation Planning	252-2926	michael.sawyer@colliercountyfl.gov
☐	Corby Schmidt, AICP	Comprehensive Planning	252-2944	corby.schmidt@colliercountyfl.gov
☐	Linda Simmons	North Collier Fire	252-2311	Linda.Simmons@colliercountyfl.gov
☐	Peter Shawinsky	Architectural Review	252-8523	peter.shawinsky@colliercountyfl.gov
☐	Mark Templeton	Landscape Review	252-2475	mark.templeton@colliercountyfl.gov
☐	Connie Thomas	Client Services Supervisor	252-6369	Consuela.thomas@colliercountyfl.gov
☐	Jessica Velasco	Client Services	252-2584	jessica.velasco@colliercountyfl.gov
☐	Jon Walsh, P.E.	Building Review	252-2962	jonathan.walsh@colliercountyfl.gov
☐	Kirsten Wilkie	Environmental Review Manager	252-5518	kirsten.wilkie@colliercountyfl.gov
☐	Christine Willoughby	Development Review - Zoning	252-5748	christine.willoughby@colliercountyfl.gov
☐	Daniel Zunzunegui	North Collier Fire	252-2310	Daniel.Zunzunegui@colliercountyfl.gov

Additional Attendee Contact Information:

Name	Representing	Phone	Email
Scott Birkeland			
Clay Brooker	Cheffy Passidomo P.A.	261-9300	ccbrooker@napleslaw.com

11760 Tamiami Trail East (RZ) – PL20220005137 – and Companion GMPA- PL20220005822

Tuesday Sept 6, 2022 - Clay Brooker- Cheffy Passidomo - Agent



Applicant/Agent may also send site plans or conceptual plans for review in advance if desired.

PL20220005137 – 11760 Tamiami Trail East (RZ) - Planner: Tim Finn
PL20220005855 – 11760 Tamiami Trail East (GMPA) - Planner: Michele Mosca

Assigned Ops Staff: Thomas Clarke

STAFF FORM FOR SUPPLEMENTAL PRE-APPLICATION MEETING INFORMATION

- **Name and Number of who submitted pre-app request**

  Clay Brooker – Cheffy Passidomo,P.A.
  239-261-9300
  ccbrooker@napleslaw.com

- **Agent to list for PL#**

  Clay Brooker

- **Owner of property (all owners for all parcels)**

  Barefoot 11700 LLC, PO Box 5319

- **Confirm Purpose of Pre-App:**

  Rezone from C-3 to C-4 for potential development of a carwash
  GMP Amendment (GMPA).

- **Please list the density request of the project if applicable and number of homes/units/offices/docks (any that apply): N/A**

- **Details about Project:**

  See Above

REQUIRED Supplemental Information provided by:
Name:
Title:
Email:
Phone:

Cancellation/Reschedule Requests: Contact Danny Condomina-Client Services Supervisor
danny.condomina@colliercountyfl Phone: 239-252-6866

Created April 5, 2017

Location: K:\CDES Planning Services\Current\Zoning Staff Information

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Pre-Application Meeting and Final Submittal Requirement Checklist for: Standard Rezone Chapter 3 H. of the Administrative Code

The following Submittal Requirement Checklist is to be utilized during the Pre-Application Meeting and at time of application submittal. At time of submittal, the checklist is to be completed and submitted with the application packet. Please provide the submittal items in the exact order listed below, with cover sheets attached to each section. **Incomplete submittals will not be accepted.**

REQUIREMENTS FOR REVIEW	# OF COPIES	REQUIRED	NOT REQUIRED
Completed Application (download current form from County website)	1	☒	
Pre-Application meeting notes	1	☒	☐
Project Narrative	1	☒	☐
Affidavit of Authorization, signed and notarized	1	☒	
Completed Addressing Checklist	1	☒	
Property Ownership Disclosure Form	1	☒	
Utility Provisions Statement with sketches	1	☒	☐
Signed and Sealed Survey	1	☒	☐
Conceptual Site Plan	1	☒	☐
Architectural Rendering	☐	☐	☒
List identifying Owner & all parties of corporation	1	☒	☐
Warranty Deeds	1	☒	
Environmental Data Requirements, pursuant to LDC section 3.08.00	1	☒	☐
Listed Species Survey; less than 12 months old. Include copies of previous surveys — See NOTES —	1	☐	☐
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial.	☐	☒	☐
Historical Survey or waiver request	1	☐	☒
Traffic Impact Statement, with applicable fees – Collected AT Time of Submittal	1	☒	☐
School Impact Analysis Application – residential projects only	1	☐	☒
Electronic copy of all documents and plans	1	☒	☐
***If located in Immokalee or seeking affordable housing, include an additional set of each submittal requirement**			

If located in RFMU (Rural Fringe Mixed Use) Receiving Land Areas
Pursuant to LDC subsection 2.03.08.A.2.a.2.(b.)i.c., the applicant must contact the Florida Forest Service at **239-690-3500** for information regarding "Wildfire Mitigation & Prevention Plan."

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Planners: Indicate if the petition needs to be routed to the following additional reviewers:

☐	Bayshore/Gateway Triangle Redevelopment: Executive Director	☐	Historical Review
☐	City of Naples: Robin Singer, Planning Director	☐	Immokalee Water/Sewer District:
☐	Conservancy of SWFL: Nichole Johnson	☒	Parks and Recreation: Barry Williams and David Berra
☒	Emergency Management: Dan Summers; and/or EMS: Artie Bay	☐	School District (Residential Components): Amy Lockheart
☒	Other: Fire - Thomas Mastrobenito	☒	Other: Anthony Sholtis - Public Utilities

FEE REQUIREMENTS

- ☒ **Pre-Application Meeting:** $500.00 (Applications submitted 9 months or more after the date of the last pre-application meeting shall not be credited towards application fees and a new pre-application meeting will be required)
- ☒ **Rezone Petition (regular):** $6,000.00 plus $25.00 an acre (or fraction thereof)
  - Additional Fee for 5th and subsequent reviews: 20% of original fee
- ☒ **Comprehensive Planning Consistency Review:** $750.00
- ☐ **Listed/Protected Species Survey:** $1,000.00
- ☒ **Estimated Legal Advertising:**
  - CCPC- $1,125.00
  - BCC- $500.00
- ☑ **Transportation Fee:** Methodology By email Required
  - Methodology Review: $500.00 (Additional fees to be determined at Methodology meeting)
- ☐ **School Concurrency Review**: If required, to be determined by the School District in coordination with the County

Fire Code Plans Review Fees are collected at the time of application submission and those fees are set forth by the Authority having jurisdiction. The Land Development Code requires Neighborhood Notification mailers for Applications headed to hearing, and this fee is collected prior to hearing. As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

All checks payable to: Board of County Commissioners.
The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Department
Planning and Regulation
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

_____ _____
Agent/Owner Signature Date

_____
Applicant/Owner Name (please print)

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

REZONE APPLICATION

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

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STANDARD REZONE APPLICATION

LDC Section 10.02.08
Chapter 3 H. of the Administrative Code

PROJECT NO
PROJECT NAME
DATE PROCESSED

To be completed by staff

APPLICANT CONTACT INFORMATION

Name of Property Owner(s): 11760 Property, LLC

Name of Applicant if different than owner: _____

Address: 21 Sawgrass Drive **City:** Lemont **State:** IL **ZIP:** 60439

Telephone: 630-201-4929 **Cell:** N/A **Fax:** N/A

E-Mail Address: rmjdevelopment@att.net

Name of Agent: Robert J. Mulhere, FAICP, Pres/CEO & Ellen Summers, AICP, Sr. Planner*

Firm: Hole Montes, Inc.

Address: 950 Encore Way **City:** Naples **State:** FL **ZIP:** 34110

Telephone: 239-254-2000 **Cell:** N/A **Fax:** 239-254-2099

E-Mail Address: BobMulhere@hmeng.com

PROPERTY INFORMATION

Provide a detailed legal description of the property covered by the application, if space is inadequate, attach on separate page:

- If the request involves changes to more than one zoning district, the applicant shall include a separate legal description for property involved in each district;
- The applicant shall submit 4 copies of a recent survey (completed within the last six months, maximum 1" to 400' scale), if required to do so at the pre-application meeting; and
- The applicant is responsible for supplying the correct legal description. If questions arise concerning the legal description, an engineer's certification or sealed survey may be required.

Section/Township/Range: 33 / 50S / 26E

Lot: _____ **Block:** _____ **Subdivision:** N/A

Plat Book: _____ **Page #:** _____ **Property I.D. Number:** 00447760107

*Name of Agent; Clay C. Brooker, Esquire
Cheffy Passidomo, P.A., 821 Fifth Avenue South, Naples, FL 34102
Telephone: 239-261-9300, Fax: 239-261-9782, Email: ccbrooker@napleslaw.com

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Size of Property: _____ft. x _____ ft. = _____ Total Sq. Ft. Acres: 1.92

Address/ General Location of Subject Property: 11760 Tamiami Trail E, Naples, FL 34113

ADJACENT ZONING AND LAND USE

	Zoning	Land Use
N	P	Tamiami Trail East, Community Center
S	RT	Mobile Home Park Community Center
E	C-3	Office
W	C-3	Gas Station

If the owner of the subject property owns contiguous property please provide a detailed legal description of the entire contiguous property: (If space is inadequate, attach on separate page)

Section/Township/Range: _____/_____/_____

Plat Book: _____ Page #: _____ Property I.D. Number: _____

Lot: _____ Block: _____ Subdivision: _____

Metes & Bounds Description: _____

REZONE REQUEST

This application is requesting a rezone from:

C-3 Zoning district(s) to the C-4 zoning district(s).

Present Use of the Property: Vacant

Proposed Use (or range of uses) of the subject property: Car Wash

Be aware that Collier County has lobbyist regulations. Guide yourself accordingly and ensure that you are in compliance with these regulations.

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ASSOCIATIONS

Requirement: List all registered Home Owner Association(s) that could be affected by this petition. Provide additional sheets if necessary. Information can be found on the Board of County Commissioner's website at http://www.colliergov.net/Index.aspx?page=774.

Name of Homeowner Association: East Naples Civic & Commerce, Inc.
Mailing Address: 8595 Collier Blvd., Ste 107-49. PMB #49 **City:** Naples **State:** FL **ZIP:** 34114

Name of Homeowner Association: Hitching Post Co-Op, Inc.
Mailing Address: 32 Cheyenne Trail **City:** Naples **State:** FL **ZIP:** 34112

Name of Homeowner Association: Tall Oaks of Naples Mobile Home Park
Mailing Address: 525 Barefoot Williams Road **City:** Naples **State:** FL **ZIP:** 34112

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

EVALUATION CRITERIA

Pursuant to LDC section 10.02.08, staff's recommendation to the Planning Commission and the Planning Commission's recommendation to the Board of County Commissioners shall be based upon consideration of the applicable criteria. **On a separate sheet attached to the application, please provide a narrative statement describing the rezone request with specific reference to the criteria noted below. Include any backup materials and documentation in support of the request.**

1. Whether the proposed change will be consistent with the goals, objectives, policies, future land use map and elements of the Growth Management Plan.
2. The existing land use pattern.
3. The possible creation of an isolated district unrelated to adjacent and nearby districts.
4. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property for the proposed change.
5. Whether changed or changing conditions make the passage of the proposed amendment (rezone) when necessary.
6. Whether the proposed change will adversely influence living conditions in the neighborhood.
7. Whether the proposed change will create or excessively increase traffic congestion or create types of traffic deemed incompatible with surrounding land uses, because of peak volumes or projected types of vehicular traffic, including activity during construction phases of the development, or otherwise affect public safety.
8. Whether the proposed change will create a drainage problem.

9. Whether the proposed change will seriously reduce light and air to adjacent areas.
10. Whether the proposed change will seriously affect property values in the adjacent area.
11. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.
12. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
13. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.
14. Whether the change suggested is out of scale with the needs of the neighborhood or the county.
15. Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use.
16. The physical characteristics of the property and the degree of site alteration which would be required to make the property usable for any of the range of potential uses under the proposed zoning classification.
17. The impact of development on the availability of adequate public facilities and services consistent with the levels of service adopted in the Collier County Growth Management Plan and as defined and implemented through the Collier County Adequate Public Facilities Ordinance [Code Ch. 106, art. II], as amended].
18. Such other factors, standards, or criteria that the board of county commissioners shall deem important in the protection of the public health, safety, and welfare.

Deed Restrictions: The County is legally precluded from enforcing deed restrictions; however, many communities have adopted such restrictions. You may wish to contact the civic or property owners association in the area for which this use is being requested in order to ascertain whether or not the request is affected by existing deed restrictions.

Previous land use petitions on the subject property: To your knowledge, has a public hearing been held on this property within the last year? If so, what was the nature of that hearing?

_____

_____

Official Interpretations or Zoning Verifications: To your knowledge, has there been an official interpretation or zoning verification rendered on this property within the last year?

☐ Yes ☐ No if so please provide copies.

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(239) 252-2400 FAX: (239) 252-6358

STATEMENT OF UTILITY PROVISIONS FOR STANDARD REZONE REQUEST

APPLICANT INFORMATION

Name of Applicant(s): 11760 Property, LLC

Address: 21 Sawgrass Drive City: Lemont State: IL ZIP: 60439

Telephone: 630-201-4929 Cell: N/A Fax: N/A

E-Mail Address: rmjdevelopment@att.net

Address of Subject Property (If available): 11760 Tamiami Trail East

City: Naples State: FL ZIP: 34113

LEGAL DESCRIPTION

Section/Township/Range: 33 / 50S / 26E

Lot: _____ Block: _____ Subdivision: _____

Plat Book: _____ Page #: _____ Property I.D. Number: 00447760107

Metes & Bounds Description: See Survey

TYPE OF SEWAGE DISPOSAL TO BE PROVIDED

Check applicable system:

a. County Utility System ☑
b. City Utility System ☐
c. Franchised Utility System ☐ Provide Name: _____
d. Package Treatment Plant ☐ (GPD Capacity): _____
e. Septic System ☐

TYPE OF WATER SERVICE TO BE PROVIDED

a. County Utility System ☑
b. City Utility System ☐
c. Franchised Utility System ☐ Provide Name: _____
d. Private System (Well) ☐

Total Population to be Served: One 5,000 SF car wash facility (one bay and utilizing a water-recycle system) and one 5,000 SF fast food establishment with 75 seats.

Peak and Average Daily Demands:

A. Water-Peak: 15,470 GPD Average Daily: 11,900 GPD
B. Sewer-Peak: 25 GPM Average Daily: 8,500 GPD

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If proposing to be connected to Collier County Regional Water System, please provide the date service is expected to be required: _____

Narrative statement: Provide a brief and concise narrative statement and schematic drawing of sewage treatment process to be used as well as a specific statement regarding the method of affluent and sludge disposal. If percolation ponds are to be used, then percolation data and soil involved shall be provided from tests prepared and certified by a professional engineer.

_____

_____

_____

Collier County Utility Dedication Statement: If the project is located within the service boundaries of Collier County's utility service system, a notarized statement shall be provided agreeing to dedicate the water distribution and sewage collection facilities within the project area to the Collier County Utilities. This shall occur upon completion of the construction of these facilities in accordance with all applicable County ordinances in effect at that time. This statement shall also include an agreement that the applicable system development charges and connection fees will be paid to the County Utilities Division prior to the issuance of building permits by the County. If applicable, the statement shall contain an agreement to dedicate the appropriate utility easements for serving the water and sewer systems.

_____

_____

_____

Statement of Availability Capacity from other Providers: Unless waived or otherwise provided for at the pre-application meeting, if the project is to receive sewer or potable water services from any provider other than the County, a statement from that provider indicating adequate capacity to serve the project shall be provided.

PUBLIC NOTICE REQUIREMENTS

This land use petition requires a Neighborhood Information Meeting (NIM), pursuant to Chapter 3 H. of the Administrative Code and LDC section 10.03.06. Following the NIM, the applicant will submit a written summary and any commitments that have been made at the meeting. Refer to Chapter 8 of the Administrative Code for the NIM procedural requirements.

Chapter 8 of the Administrative Code requires that the applicant must remove their public hearing advertising sign(s) after final action is taken by the Board of County Commissioners. Based on the Board's final action on this item, please remove all public hearing advertising sign(s) immediately.

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Pre-Application Meeting and Final Submittal Requirement Checklist for:
Standard Rezone
Chapter 3 H. of the Administrative Code

The following Submittal Requirement Checklist is to be utilized during the Pre-Application Meeting and at time of application submittal. At time of submittal, the checklist is to be completed and submitted with the application packet. Please provide the submittal items in the exact order listed below, with cover sheets attached to each section. **Incomplete submittals will not be accepted.**

REQUIREMENTS FOR REVIEW	# OF COPIES	REQUIRED	NOT REQUIRED
Completed Application (download current form from County website)	1	☒	
Pre-Application meeting notes	1	✓	☐
Project Narrative	1	✓	☐
Affidavit of Authorization, signed and notarized	1	☒	
Completed Addressing Checklist	1	☒	
Property Ownership Disclosure Form	1	☒	
Utility Provisions Statement with sketches	1	✓	☐
Signed and Sealed Survey	1	✓	☐
Conceptual Site Plan	1	✓	☐
Architectural Rendering	☐	☐	✓
List identifying Owner & all parties of corporation	1	✓	☐
Warranty Deeds	1	☒	
Environmental Data Requirements, pursuant to LDC section 3.08.00	1	✓	☐
Listed Species Survey; less than 12 months old. Include copies of previous surveys	1	☐	✓
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial.	1	✓	☐
Historical Survey or waiver request	1	☐	✓
Traffic Impact Statement, with applicable fees	1	✓	☐
School Impact Analysis Application – residential projects only	1	☐	✓
Electronic copy of all documents and plans	1	✓	☐
***If located in Immokalee or seeking affordable housing, include an additional set of each submittal requirement**			

If located in RFMU (Rural Fringe Mixed Use) Receiving Land Areas
Pursuant to LDC subsection 2.03.08.A.2.a.2.(b.)i.c., the applicant must contact the Florida Forest Service at **239-690-3500** for information regarding "Wildfire Mitigation & Prevention Plan."

Collier County

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NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Planners: Indicate if the petition needs to be routed to the following additional reviewers:

☐	Bayshore/Gateway Triangle Redevelopment: Executive Director	☐	Historical Review
☐	City of Naples: Robin Singer, Planning Director	☐	Immokalee Water/Sewer District:
☐	Conservancy of SWFL: Nichole Johnson	■	Parks and Recreation: Barry Williams and David Berra
☑	Emergency Management: Dan Summers; and/or EMS: Artie Bay	☐	School District (Residential Components): Amy Lockheart
■	Other: Fire	■	Other: Public Utilities

FEE REQUIREMENTS

- ☒ **Pre-Application Meeting:** $500.00 (Applications submitted 9 months or more after the date of the last pre-application meeting shall not be credited towards application fees and a new pre-application meeting will be required)
- ☒ **Rezone Petition (regular):** $6,000.00 plus $25.00 an acre (or fraction thereof)
  - Additional Fee for 5th and subsequent reviews: 20% of original fee
- ☒ **Comprehensive Planning Consistency Review:** $750.00
- N/A **Listed/Protected Species Survey:** $1,000.00
- ☒ **Estimated Legal Advertising:**
  - CCPC- $1,125.00
  - BCC- $500.00
- ☒ **Transportation Fee:**
  - Methodology Review: $500.00 (Additional fees to be determined at Methodology meeting)
- N/A **School Concurrency Review:** If required, to be determined by the School District in coordination with the County

Fire Code Plans Review Fees are collected at the time of application submission and those fees are set forth by the Authority having jurisdiction. The Land Development Code requires Neighborhood Notification mailers for Applications headed to hearing, and this fee is collected prior to hearing. As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

All checks payable to: Board of County Commissioners.
The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Department
Planning and Regulation
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

Agent/Owner Signature

4/4/2023
Date

Robert J. Mulhere, FAICP, President/CEO
Applicant/Owner Name (please print)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) RZ-PL-20220005137 AND GMPA-PL-20220005822

I, RICKIE SCALI (print name), as MGR (title, if applicable) of 11760 PROPERTY, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✔] applicant [✔] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize ROBERT J. MULHERE, FAICP, CLAY C. BROOKER, ESQ. & ELLEN SUMMERS, AICP to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

RICKIE SCALI, MGR **Signature** — 03/28/23 **Date**

11760 PROPERTY, LLC

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [✔] physical presence or [ ] online notarization this 28 day of March, 2023, by (printed name of owner or qualifier) _____.

Such person(s) Notary Public must check applicable box:

[ ] Are personally known to me

[✔] Has produced a current drivers license S400-7227-0270

[ ] Has produced _____ as identification.

Notary Signature: J R Bolivar

JEANNE R BOLIVAR
Notary Public - State of Florida
Commission # HH 293572
My Comm. Expires Jul 27, 2026

CP\08-COA-00115\155
REV 3/4/2020

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

AFFIDAVIT OF AUTHORIZATION

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) RZ-PL-20220005137 AND GMPA-PL-20220005822

I, RICKIE SCALI (print name), as MGR (title, if applicable) of 11760 PROPERTY, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✔] applicant [✔] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize ROBERT J. MULHERE, FAICP, CLAY C. BROOKER, ESQ. & ELLEN SUMMERS, AICP to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

RICKIE SCALI, MGR **Signature** — **Date** 03/28/23

11760 PROPERTY, LLC

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [☑] physical presence or [ ] online notarization this 28 day of March, 2023, by (printed name of owner or qualifier) Rickie Scali.

Such person(s) Notary Public must check applicable box:

[ ] Are personally known to me

[☑] Has produced a current drivers license S400-7227-0270

[ ] Has produced _____ as identification.

Notary Signature: J R Bolivar

JEANNE R BOLIVAR
Notary Public - State of Florida
Commission # HH 293572
My Comm. Expires Jul 27, 2026

CP\08-COA-00115\155
REV 3/4/2020

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

PROPERTY OWNERSHIP DISCLOSURE FORM

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership
N/A	

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership
N/A	

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership
N/A	

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership
11760 Property, LLC	
21 Sawgrass Drive, Lemont, IL 60439	
Rick B. Scali, MGR	50%
Mohammad Yaqoob, MGR	50%

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership
N/A	

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired 2/17/2023

☐ **Leased: Term of lease** _____ **years /months**

If, Petitioner has option to buy, indicate the following:

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Agent/Owner Signature

4/4/2023
Date

Robert J. Mulhere, FAICP, President/CEO
Agent/Owner Name (please print)

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

WARRANTY DEED

INSTR 6366755 OR 6218 PG 528 E-RECORDED 2/22/2023 5:42 PM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $14,700.00 REC $27.00
CONS $2,100,000.00

Prepared without opinion
of title by:

Matthew P. Flores, Esq.
Law Office of Matthew P. Flores
1333 Third Avenue South, #505
Naples, Florida 34102

Parcel ID No: 00447760107
Deed Consideration: $2,100,000.00
Documentary Stamps Due on Transfer: $14,700.00

NOT A CERTIFIED COPY

WARRANTY DEED

THIS WARRANTY DEED made this 21st day of February, 2023, between Barefoot 11700 LLC, a Florida limited liability company, whose post office address is P.O. Box 5319, Buffalo Groves, IL 60089, grantor,

TO

11760 Property LLC, a Florida limited liability company, whose post office address is 21 Sawgrass Drive, Lemont, IL 60439, grantee,

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH,

That said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Collier County, Florida to-wit:

See Attached Exhibit "A" Legal Description

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except restrictions, reservations, and easements of record and taxes accruing subsequent to December 31, 2022.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 Signature

David W Belcons

Witness #1 Printed Name

Witness #2 Signature

MATTHEW MORSE

Witness #2 Printed Name

Barefoot 11700 LLC,
a Florida limited liability company

By: _____
Gregg Mason
Manager

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17TH day of February, 2023, by Gregg Mason, as Manager of Barefoot 11700 LLC, a limited liability company, who ✓ is personally known or ____ has produced _____ as identification.

_____
Notary Public
Printed Name: MATTHEW MORSE
My Commission Expires: 11/22/2026

MATTHEW MORSE
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 22, 2026

NOT A CERTIFIED COPY

Exhibit "A"
Legal Description

Commence at the West 1/4 corner of Section 33, Township 50 South, Range 26 East, Collier County, Florida, proceed Northerly along the section line between said Section 33 and Section 32, Township 50 South, Range 26 East, North 02° 49' 48" East, 884.91 feet to a point on the South right-of-way line of U.S. 41; thence Southeasterly along said right-of-way line, 44.24 feet along the arc of a curve concave to the Northeast, having a radius of 3,210.55 feet, a central angle of 0° 47' 22", and a chord distance of 44.23 feet, bearing South 54° 01' 20" East to a point of tangency; thence South 54° 25' 01" East along said right-of-way line, 1,124.37 feet to the Point of Beginning of the herein described parcel; thence continue South 54° 25' 01" East, 600 feet along said right-of-way line; thence South 35° 34' 59" West, 321.16 feet; thence North 54° 25' 01" West, 541.69 feet to a point on the East right-of-way line of Barefoot Williams Road; thence Northerly along said right-of-way line, 132.69 feet along the arc of a curve concave to the East, having a radius of 140.00 feet, a central angle of 54° 18' 18", and a chord distance of 127.78 feet, bearing North 08° 25' 50" East to a point of tangency; thence North 35° 34' 59" East, 207.46 feet to the Point of Beginning.

LESS AND EXCEPT therefrom the land conveyed to Racetrac Petroleum, Inc., a Georgia corporation, by General Warranty Deed recorded in Official Records Book 5871, Page 1617, of the Public Records of Collier County, Florida, being further described as follows:

Commence at the West 1/4 corner of Section 33, Township 50 South, Range 26 East, Collier County, Florida; thence North 02° 49' 48" East, along the West line of said Section 33, for a distance of 884.91 feet to a point on the South right-of-way line of U.S. 41, being a point on a non-tangent curve to the left, having a radius of 3210.55 feet; thence Southeasterly along the arc of said curve and said right-of-way, for 44.24 feet, having a central angle of 0° 47' 22", a chord bearing of South 54° 01' 20" East, and a chord of 44.23 feet to a point of tangency; thence South 54° 25' 01" East along said right-of-way line, for a distance of 1,124.37 feet to the Point of Beginning of the herein described parcel; thence continue South 54° 25' 01" East along said right-of-way line, for a distance of 340.00 feet; thence South 35° 34' 59" West, for a distance of 321.16 feet; thence North 54° 25' 01" West, for a distance of 281.69 feet to a point on the East right-of-way line of Barefoot Williams Road, and the beginning of a non-tangent curve to the right, having a radius of 140.00 feet; thence along said right-of-way and said curve to the right, through a central angle of 54° 18' 16", a chord bearing of North 08° 25' 50" East, a chord length of 127.78 feet, and an arc length of 132.69 feet; thence North 35° 34' 59" East along said East right-of-way, for a distance of 207.46 feet to the Point of Beginning.

COPY

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

ADDRESSING CHECKLIST

Collier County
Growth Management
Community Development Department

ADDRESSING CHECKLIST

Please complete the following and upload via the CityView Portal with your submittal. Items marked with (*) are required for every application, other items are optional and may not apply to every project.

Forms are valid for 6 months following their submittal; an updated form will be required for a new submittal after that timeframe and any time the properties within the project boundary are modified.

Additional documents may be attached to this form and can include:

- * LOCATION MAP and/or SURVEY showing the proposed project boundary.
- List of additional folio numbers and associated legal descriptions.
- E-mail from Addressing Official for any pre-approved project and/or street names.

LOCATION INFORMATION

***FOLIO (Property ID) Number(s)** of subject property or properties. [Attach list if necessary]

00447760107

***LEGAL DESCRIPTION** of subject property or properties. [Attach list if necessary]

Section 33, Township 50S, Range 26E

STREET ADDRESS(ES) where applicable, if already assigned.

11760 Tamiami Trail East

PROJECT INFORMATION

Acceptance of this form does not constitute project and/or street name approval and is subject to further review by the Addressing Official. Pre-Approval may be requested by contacting us at GMD_Addressing@colliercountyfl.gov or 239-252-2482 prior to your submittal.

CURRENT PROJECT NAME

PROPOSED PROJECT NAME

11760 Tamiami Trail East Rezone

PROPOSED STREET NAME(s)

LATEST APPROVED PROJECT NUMBER [e.g., SDP-94-##, PPL-2002-AR-####, PL2017000####]

Operations & Regulatory Management Division • 2800 North Horseshoe Drive • Naples, FL 34104 • 239-252-2400
www.colliercountyfl.gov

Collier County Property Appraiser
Property Summary

Parcel No	00447760107	Site Address *Disclaimer	11760 TAMIAMI TRL E	Site City	NAPLES	Site Zone *Note	34113

Name / Address	11760 PROPERTY LLC
	21 SAWGRASS DR

City	LEMONT	State	IL	Zip	60439

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5B33	000100 22 15B33	33	50	26	1.92

Legal	33 50 26 COMM AT THE W1/4 CNR OF SEC 33, PROCEED NLY ALG SEC LINE N 02DEG 49'48"E 884.91FT TO A PT ON THE S R/W LINE OF US-41; THENCE SELY ALG SAID R/W 44.24FT ALG THE ARC OF A CRV TO THE LEFT; THENCE S 54DEG 25'01"E ALG SAID R/W LINE 1,464.37FT TO THE POB OF THE HEREIN DESC PARCEL; THENCE CON'T S 54DEG 25'01"E 260FT ALG SAID R/W LINE; THENCE S 35 DEG 34'59"W 321.16FT; THENCE N 54DEG 25'01"W 260FT; THENCE N 35DEG 34'59"E 321.16FT TO POB

Millage Area	53	Millage Rates *Calculations		
Sub./Condo	100 - ACREAGE HEADER	School	Other	Total
Use Code	10 - VACANT COMMERCIAL	4.459	6.5042	10.9632

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
02/17/23	6218-528	$ 2,100,000
06/26/14	5053-275	$ 0
02/21/14	5011-76	$ 2,150,000
09/29/10	4609-3037	$ 800,000
08/23/10	4603-3481	$ 100
12/28/05	3955-1362	$ 3,300,000
06/16/05	3823-593	$ 2,500,000
12/17/03	3466-374	$ 1,013,600
12/01/86	1235-52	$ 0
10/01/86	1226-1150	$ 0
11/01/70	375-564	$ 0

2022 Certified Tax Roll

(Subject to Change)

Land Value	$ 835,016
(+) Improved Value	$ 0
(=) Market Value	$ 835,016
(-) 10% Cap	$ 31,883
(=) Assessed Value	$ 803,133
(=) School Taxable Value	$ 835,016
(=) Taxable Value	$ 803,133

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Key Resort BLVD
Michael CIR
Bayview Island CIR
Bayview Island CT
Bayview Island CT
Bayview Island CT

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

NARRATIVE & JUSTIFICATION

PROJECT NARRATIVE AND JUSTIFICATION
11760 TAMIAMI TRAIL E. REZONE

Introduction

This is a request to rezone the subject property from the C-3 Zoning District to the C-4 Zoning District. The request to rezone to the C-4 Zoning District Use is limited to a single use: a car wash facility. The rezone will also allow the full range of C-3 uses (as current C-3 zoning allows). A companion SSGMPA has also been submitted to permit the desired uses and to establish the maximum allowed intensity (square feet). This rezone request includes conditions of approval (Exhibit A), which impose a number of restrictions and design requirements related to the car wash and to eating and drinking establishments with drive-through facilities, in an attempt to address the staff recommended (but as of yet not adopted) US 41 East Zoning Overlay District LDC amendments.

Exhibit A also establishes a maximum PM Peak Hour Trip Cap.

Background

The subject site is approximately 1.92 acres in size and located on the south side of Tamiami Trail East, approximately 350 feet east of the intersection of Tamiami Trail East and Barefoot Williams Road, and within Section 33, Township 50 South, Range 26 East, in Collier County, Florida.

The subject site is currently zoned C-3 and is located within the Urban Coastal Fringe Subdistrict of the Future Land Use Element of Collier County. The site was previously cleared prior to 2014, when the property was under different ownership, includes an access easement benefitting the adjacent RaceTrac gas station facility to the west, and is otherwise undeveloped. The property is also subject to a companion SSGMPA application.

The proposed rezone seeks to change the zoning designation of the subject property from the C-3 zoning district to the C-4 zoning district to permit a car wash facility to be developed on a portion of the site, and to permit the full range of C-3 uses on the remaining portion of the site. Adjacent to the east of the subject site is an existing office facility that has recently been purchased by Home Depot. This adjacent lot to the east is one of multiple consecutive lots assembled by Home Depot and currently under review for a SSGMPA and a PUD rezone to permit the large retail establishment. To the west of the subject property is an existing RaceTrac gas station facility with an existing access driveway, across the subject site, connecting the two properties. The RaceTrac property is located directly at the corner of Barefoot Williams Road and Tamiami Trail E. and provides direct access to the traffic light at that intersection.

Adjacent Zoning

Direction	Zoning	FLUE	Land Use
Subject Property	C-3	Urban Coastal Fringe	Vacant
North	P	Urban Residential	Tamiami Trail E. / Community Park
South	RT	Urban Coastal Fringe	Mobile Home Park Community Center
East	C-3	Urban Coastal Fringe	Office
West	C-3	Urban Coastal Fringe	Gas Station

Consistency with the Future Land Use Element (FLUE)

Policy 5.6: New developments shall be compatible with, and complementary to, the surrounding land uses, as set forth in the Land Development Code (Ordinance 04-41, adopted June 22, 2004 and effective October 18, 2004, as amended).
The proposed request to rezone the subject property from the C-3 zoning district to the C-4 zoning district, to permit a car wash and C-3 uses, is compatible with, and complementary to, the surrounding land uses and zoning districts. The concept plan for the rezone demonstrates the car wash facility on the side of the lot closest to the existing gas station facility. These uses are complementary to one another. The adjacent property to the east is under review for a rezone to permit a large home improvement store (Home Depot).

The rezone request includes Conditions of Approval (Exhibit A) that impose certain design standards to ensure the site is developed in a matter that is complementary to the surrounding area and to provide a sufficient buffer to the residential (RT zoning district) use to the rear of the property. Additionally, the Conditions of Approval provides for standards that aim to meet the intent of the proposed US 41 East Zoning Overlay.

Consistency with FLUE Objective 7:
Promote smart growth policies, reduce greenhouse gas emissions, and adhere to the existing development character of the Collier County, where applicable, and as follows:

Policy 7.1: The County shall encourage developers and property owners to connect their properties to fronting collector and arterial roads, except where no such connection can be made without violating intersection spacing requirements of the Land Development Code.

The property has existing access from US 41 and includes an access driveway to the gas station to the west. If the property to the east, which is currently developed, is redeveloped, access may be gained from that direction as well.

Policy 7.2: The county shall encourage internal accesses or loop roads in an effort to help reduce vehicle congestion on nearby collector and arterial roads and minimize the need for traffic signals.

Given the size and configuration of the site, there will be limited ability to create additional internal accesses or loop roads.

Policy 7.3: All new and existing developments shall be encouraged to connect their local streets and/or interconnection points with adjoining neighborhoods or other developments regardless of land use type.

The development will be interconnected to the adjacent property to the west (and potentially to the property to the east).

Policy 7.4: The County shall encourage new developments to provide walkable communities with a blend of densities, common open spaces, civic facilities, and a range of housing prices and types.

The development will include appropriate pedestrian components, such as sidewalks, as appropriate.

Policy 7.5: The County shall encourage mixed-use development within the same buildings by allowing residential dwelling units over and/or abutting commercial development. This policy shall be implemented through provisions in specific Subdistricts in this Growth Management Plan.

The site is currently zoned for commercial; it is not intended to include a residential component of this rezone.

Policy 7.6: The County shall explore the creation of an urban "greenway" network along existing major canal banks and powerline easements.

The site is not adjacent to canal banks or powerline easements.

Policy 7.7: The Growth Management Division will continue to research smart growth practices in an effort to improve the future of Collier County by specifically addressing land use and transportation planning techniques for inclusion in future land development regulations.

The Growth Management Division has made efforts to address such smart growth practices and has created the ENCDP. This rezone request incorporates conditions of approval (Exhibit A), in an effort to ensure the development considers the ENCDP and the proposed US 41 East Zoning Overlay.

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

REZONE CRITERIA

REZONE CRITERIA
11760 EAST TAMIAMI TRAIL REZONE

10.02.08.F. Nature of requirements of Planning Commission report. When pertaining to the rezoning of land, the report and recommendations of the Planning Commission to the Board of County Commissioners required in LDC section 10.02.08.E shall show that the Planning Commission has studied and considered the proposed change in relation to the following findings, when applicable:

1. **Whether the proposed change will be consistent with the goals, objectives, and policies and future land use map and the elements of the Growth Management Plan.**

   The subject property is located within the Urban Coastal Fringe Subdistrict. There is a companion GMPA application submitted with the proposed rezone of the subject property. Upon approval of that GMPA, the rezone will be consistent with the goals, objectives, policies, future land use map, and the elements of the Growth Management Plan.

2. **The existing land use pattern.**

   The proposed rezone will not affect the existing land use pattern. The existing land use pattern includes a mixture of C-3 through C-5 zoning districts, and PUDs that permit C-1 through C-5 land uses.

3. **The possible creation of an isolated district unrelated to adjacent and nearby districts.**

   This rezoning will not create an isolated district unrelated to adjacent and nearby districts.

4. **Whether existing district boundaries are illogically drawn in relation to existing conditions in the neighborhood.**

   Existing boundaries were not illogically drawn in relation to existing conditions in the neighborhood.

5. **Whether changed or changing conditions make the passage of the proposed amendment necessary.**

   This site is located off a principal arterial roadway (US 41) and is directly adjacent to an existing RaceTrac gas station. Within close proximity to the subject site, there is land that directly fronts US 41 that is zoned C-5, C-4, and C-3, with PUD's that include a mix of C-1 through C-5 uses. Given the frontage on a principal arterial roadway, and the mix of commercial uses within close proximity, this rezone from C-3 to C-4 is not out of place with the surrounding area. The proposed amendment is not necessarily a result of changing conditions but provides for an additional use that is compatible with the existing development pattern.

6. **Whether the proposed change will adversely influence living conditions in the neighborhood.**

   The proposed change will not adversely influence living conditions in the neighborhood. Development standards will ensure compatibility with neighboring properties. The residential development to the south will be adequately screened from the proposed commercial development by a 25-foot landscape buffer.

7. **Whether the proposed change will create or excessively increase traffic congestion or create types of traffic deemed incompatible with surrounding land uses, because of peak volumes or projected types of vehicular traffic, including activity during construction phases of the development, or otherwise affect public safety.**

   The requested change will not create or excessively increase traffic congestion or create types of traffic deemed incompatible with surrounding land uses or otherwise affect public safety. The site is currently zoned C-3 which permits uses such as general retail, medical offices, professional offices, and fast food and restaurant establishments, which are uses that generally have a higher trip generation.

   The Conditions of Approval (Exhibit A) of the rezone application establishes a maximum PM peak hour trip cap of 127 trips.

8. **Whether the proposed change will create a drainage problem.**

   The site will be designed to meet all County and SFWMD requirements. No drainage problems will be created.

9. **Whether the proposed change will seriously reduce light and air to adjacent areas.**

   The proposed rezone will not impact light and air to adjacent areas.

10. **Whether the proposed change will adversely affect property values in the adjacent area.**

    The proposed change will not adversely affect property values in the adjacent area.

11. **Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.**

    The proposed change will not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

12. **Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

13. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

There are no substantial reasons why the property cannot be used in accordance with existing zoning. The current zoning designation of C-3 permits intermediate types of commercial uses.

14. Whether the change suggested is out of scale with the needs of the neighborhood or the county.

The change suggested is not out of scale with the needs of the neighborhood or the county.

15. Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use.

It is not impossible to find other adequate sites in the county for the proposed use in districts already permitting such use; however, the addition of a car wash facility directly adjacent to a large gas station facility allows for the capture of similar trips.

16. The physical characteristics of the property and the degree of site alteration which would be required to make the property usable for any of the range of potential uses under the proposed zoning classification.

The physical characteristics of the property and the degree of site alteration which would be required to make the property usable for any of the range of potential uses under the proposed zoning classification is typical of, and not different from, any other similar development in Collier County.

17. The impact of development on the availability of adequate public facilities and services consistent with the levels of service adopted in the Collier County Growth Management Plan and as defined and implemented through the Collier County Adequate Public Facilities Ordinance [Code ch. 106, art. II], as amended.

There is availability of adequate public facilities and services consistent with the levels of service adopted in the Collier County Growth Management Plan and as defined and implemented through the Collier County Adequate Public Facilities Ordinance, to serve the project.

18. Such other factors, standards, or criteria that the Board of County Commissioners shall deem important in the protection of the public health, safety, and welfare.

No other factors or criteria have been identified as necessary to address. The proposed rezone will not impact the publics health, safety, or welfare.

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

EXHIBIT A – CONDITIONS OF APPROVAL

Exhibit A - Conditions of Approval
11760 Tamiami Trail E Rezone
PL-20220005137

1. The following uses are hereby authorized as permitted by right:
    a. All permitted uses in the C-3 commercial intermediate zoning district; and
    b. Carwashes (Group 7542).
2. Development is limited to a maximum intensity of 11,000 square feet of gross floor area, of which a carwash shall not exceed 5,000 square feet.
3. Carwashes (Group 7542) shall adhere to the requirements of the LDC, except as specified below:
    a. The minimum side yard setback shall be 10 feet when adjacent to a commercially zoned property.
    b. The carwash building shall not exceed 5,000 square feet.
    c. Vacuuming facilities may be located outside the building but may not be located in any required yard area and shall not be located forward of the primary façade of the car washing facility.
    d. Vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building.
    e. A sound attenuation wall shall be: a) a minimum height of 2 feet higher than the entrance to the car wash tunnel, but not exceed 12 feet in height above grade; and b) be provided twenty-five (25) feet from the rear property line along the entire width of the car wash facility, including the drive aisles that serve the car wash. The location of the wall is labeled as “Maximum 12’ Sound Attenuation Wall" on the Conceptual Site Plan.
4. The following standards apply to establishments with drive-through facilities (Group 5812 Eating Places and 5813 Drinking Places):
    a. A maximum of 6,000 square feet of gross floor area in the principal structure.
    b. In addition to satisfying design standards of section 5.05.08 F.6., vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building.
5. No building or structure shall exceed a zoned building height of thirty-five (35) feet, and an actual height of forty-two (42) feet, except as otherwise identified herein.
6. Parking lots, vehicular use areas, and service functions areas shall be located to the sides or rear of buildings, no closer to US 41 than the principal building except that a maximum of one double loaded drive aisle of parking is permitted in the front yard.
7. Landscaping for parking lots, vehicular use areas, and service function areas shall be designed in accordance with LDC section 4.06.03, except that interior parking lot plantings shall be a maximum of 25 percent turf grass. The balance shall be shrubs or groundcover in planting areas appropriate to the design.
8. Landscape buffers shall be designed in accordance with LDC section 4.06.00, except for the following:

a. The 15-foot-wide Type 'B' front yard landscape buffer easement (LBE) shall be enhanced by:
    i. Planting canopy shade trees (understory trees and palm trees may not be substituted for canopy trees) spaced 25 feet on center with trees having a minimum average mature canopy spread of 20 feet and an eight-foot vertical clearance for pedestrians, if applicable, as determined by County Manager of designee.
    ii. Planting only native vegetation, grass, ground cover, or other landscape treatment in accordance with LDC section 4.06.00.
b. The 20-foot-wide Type 'B' rear yard LBE shall be enhanced with a minimum of five canopy trees (understory and palm trees may not be substituted for canopy trees) per 100 linear feet.

9. The maximum total daily trip generation for the Rezone shall not exceed 127 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.
10. Vehicular and Pedestrian interconnection to the property to the east will be provided, by the Owner, its successors or assigns, as shown on the Conceptual Site Plan. The Owner, its successors or assigns, will provide an access easement over a portion of the property to the property owner to the east, or an access easement to the public for public use without responsibility of maintenance by Collier County, at time of the first Site Development Plan or Plat. The connection and supporting infrastructure will be constructed to the property line by the Owner, its successors or assigns, of the rezone property prior to the first Certificate of Occupancy. The interconnections shall remain open to the public. At the time of this rezone, private access easements to the west are recorded in Official Records Book 5241 Page 2441 et. seq. and Official Records Book 5129 Page 1366 et. seq.
11. All other applicable state or federal permits must be obtained before commencement of the development.
12. Pursuant to Section 125 022(5) F.S., issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

CONDITIONS OF APPROVAL SUPPLEMENT

Conditions of Approval – Supplement
11760 Tamiami Trail E. Rezone
PL20220005137

A Conditions of Approval Exhibit (Exhibit A) of this Rezone application includes the standards below. Many of the conditions included within Exhibit A of the Rezone application are standards derived from the draft US 41 EZO LDC Amendment, and other standards below may differ from the current LDC requirements. A note is provided under each of the following conditions that explains whether the standard is derived from the draft US 41 EZO LDC Amendment, or whether the standard deviates from the existing LDC requirements and is therefore included within the companion Small-Scale Growth Management Plan Amendment (SSGMPA).

1. The following uses are hereby authorized as permitted by right:
    a. All permitted uses in the C-3 commercial intermediate zoning district; and
    b. Carwashes (Group 7542).

    Note: This condition details the nature of the rezone request and is included within the companion SSGMPA.
2. Carwashes (Group 7542) shall adhere to the requirements of the LDC, except as specified below:
    a. The minimum side yard setback shall be 10 feet when adjacent to a commercially zoned property.

    Note: This condition is included within the companion SSGMPA and deviates from LDC section 5.05.11 which requires a 40-foot side yard setback for carwashes that abut a residential zoning district. LDC section 5.05.11 also requires a 40-foot rear yard setback and a 50-foot front yard setback for carwashes, from which this rezone request does not deviate. The adjacent residential district, which is located to the rear of the subject site, is the Residential Tourist (RT) Zoning District. The car wash facility will be setback a minimum of 40 feet from the rear property line. A minimum 20-foot landscape buffer will be provided along the entire rear property line. A minimum 6-foot high wall that will transition into a maximum 12-foot high sound attenuation wall behind the car wash facility will be provided at the location shown on the attached conceptual site plan. The landscaping will be located outside of the wall (directly adjacent to the RT zoning district).

    The subject site is approximately 1.92 acres in size and includes an existing ingress/egress access easement along the entire length of the front property line (along US. 41) for a depth of 70 feet into the property. To accommodate the car wash facility on the west portion of the site and a potential fast-food drive-through facility on the east portion of the site, a reduction in the eastern side yard setback to 10 feet is necessary. All other setbacks required by the LDC,

as well as the required 7.5-foot side yard landscape buffering to provide adequate screening, will be honored. Exhibit A -Potential Development Scenario, provided within this document, demonstrates how the reduced eastern side yard setback for the car wash facility will allow for the site to accommodate both the car wash facility and a potential fast-food drive-through establishment.

With the reduction in the eastern side yard setback for the car wash facility, the site may accommodate a drive-through establishment with a minimum of 2,450 square feet of floor area, 10 vehicle stacking spaces for the drive-through windows, and 26 parking spaces, with a majority of the parking spaces located to the rear or side of the building. This configuration allows for the appropriate drive-aisle widths, typical parking requirements for such use, and the minimum required landscaping.

b. The carwash building shall not exceed 5,000 square feet.
Note: This condition was added to the Rezone request to limit the intensity of the car wash use and is included within the companion SSGMPA.

c. Vacuuming facilities may be located outside the building but may not be located in any required yard area and shall not be located forward of the primary façade of the car washing facility.
Note: This condition was added for compatibility and is a design standard that exceeds the minimum car wash standards within the LDC. This condition is included within the companion SSGMPA.

d. Vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building.
Note: This condition is a standard derived from the draft US 41 EZO LDC Amendment and is included within the companion SSGMPA.

e. A sound attenuation wall shall be: a) minimum height that is 2 feet higher than the entrance to the car wash tunnel, but not exceed 12 feet in height above grade; and b) be provided twenty-five (25) feet from the rear property line along the entire width of the car wash facility, including the drive aisles that serve the car wash. The location of the wall is labeled as "Maximum 12' Sound Attenuation Wall" on the Conceptual Site Plan.
Note: This condition was added based on the conclusions of the Sound Study, which recommends a sound attenuation wall to ensure compliance with the Collier County Noise Ordinance. This standard is included with the companion SSGMPA.

3. The following standards apply to establishments with drive-through facilities (Group 5812 Eating Places and 5813 Drinking Places):
    a. A maximum of 6,000 square feet of gross floor area in the principal structure.
    Note: This condition was added to the Rezone request to limit the intensity of the commercial development and is included with the companion SSGMPA.

    b. In addition to satisfying design standards of section 5.05.08 F.6., vehicular stacking lanes and drive through lanes shall not be located closer to the US 41 right-of-way than the principal building and shall not be located in the front yard of a corner lot.
    Note: This condition is a standard derived from the draft US 41 EZO LDC Amendment and is included within the companion SSGMPA.

4. No building or structure shall exceed a zoned building height of thirty-five (35) feet, and an actual height of forty-two (42) feet, except as otherwise identified herein.
Note: This condition was added for compatibility and is included within the companion SSGMPA. The proposed height limitation is more restrictive than what is currently permitted within the C-3 Zoning District, which permits a maximum zoned building height of 50 feet.

5. Parking lots, vehicular use areas, and service functions areas shall be located to the sides and rear of buildings, no closer to US 41 than the principal building except that a maximum of one double loaded drive aisle of parking is permitted in the front yard.
Note: This condition is a standard derived from the draft US 41 EZO LDC Amendment and is included within the companion SSGMPA.

6. Landscaping for parking lots, vehicular use areas, and service function areas shall be designed in accordance with LDC section 4.06.03, except that interior parking lot plantings shall be a maximum of 25 percent turf grass. The balance shall be shrubs or groundcover in planting areas appropriate to the design.
Note: This condition is a standard derived from the draft US 41 EZO LDC Amendment and is included within the companion SSGMPA.

7. Landscape buffers shall be designed in accordance with LDC section 4.06.00, except for the following:
    a. The 15-foot-wide Type 'B' front yard landscape buffer easement (LBE) shall be enhanced by:
        i. Planting canopy shade trees (understory trees and palm trees may not be substituted for canopy trees) spaced 25 feet on center with trees having a minimum average mature canopy spread of 20 feet and an eight-foot vertical clearance for pedestrians, if applicable, as determined by the County manager or designee.

ii. Planting only native vegetation, grass, ground cover, or other landscape treatment in accordance with LDC section 4.06.00.
Note: This condition is a standard derived from the draft US 41 EZO LDC Amendment, with the exceptions of the landscape buffer width and minimum spacing of canopy trees which are required by the LDC. This condition is included within the companion SSGMPA.

b. The 20-foot-wide Type 'B' rear yard LBE shall be enhanced with a minimum of five canopy trees (understory and palm trees may not be substituted for canopy trees) per 100 linear feet.
Note: This condition is modeled off the standard within the draft US 41 EZO LDC Amendment, which states: "...the perimeter of the property shall be enhanced with a minimum 25-foot-wide landscape buffer containing a two-to-three-foot undulating landscaped berm, consisting of a minimum of five canopy trees (palm trees may not substituted for canopy trees) per 100 linear feet, and a double staggered hedge row maintained to form a 36-inch high continuous visual screen within one year of planting".

Due to the addition of a sound attenuation wall in the rear of the property and the need to utilize the landscape buffer area for future stormwater management purposes, the addition of a 2-foot to 3-foot berm is not achievable. However, the wall and included landscape standards this buffer will achieve compatibility with the neighboring RT zoning district.

8. The maximum total daily trip generation for the Rezone shall not exceed 127 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.
Note: This is included within the companion SSGMPA and is a typical standard to anticipate commercial intensity.

9. Vehicular and Pedestrian interconnection to the property to the east will be provided, by the Owner, its successors or assigns, as shown on the Conceptual Site Plan. The Owner, its successors or assigns, will provide an access easement over a portion of the property to the property owner to the east, or an access easement to the public for public use without responsibility of maintenance by Collier County, at time of the first Site Development Plan or Plat. The connection and supporting infrastructure will be constructed to the property line by the Owner, its successors or assigns, of the rezone property prior to the first Certificate of Occupancy. The interconnections shall remain open to the public. At the time of this rezone, private access easements to the west are recorded in Official Records Book 5241 Page 2441 et. seq. and Official Records Book 5129 Page 1366 et. seq.
Note: This is a standard condition based on the site access and existing encumbrances on the site.

10. All other applicable state or federal permits must be obtained before commencement of the development.
    Note: This is a standard condition.

11. Pursuant to Section 125 022(5) F.S., issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
    Note: This is a standard condition

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

AERIAL



LETTER	REVISIONS	DATE
1		
2		
3		
4		

11760 TAMIAMI TRAIL REZONE

DESIGNED BY	E.S.	DATE	3/2023
DRAWN BY	M.K.	DATE	3/2023
CHECKED BY	R.M.	DATE	3/2023
VERTICAL SCALE	N/A	HORIZONTAL SCALE	AS NOTED

HOLE MONTES
ENGINEERS·PLANNERS·SURVEYORS

950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of
Authorization No.1772

PROJECT SITE AERIAL

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW.

DATE _____

REFERENCE NO.	DRAWING NO. 2023.006 GMPA.DWG
PROJECT NO. 2023.006	SHEET NO. 1 OF 1

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

HISTORIC AERIAL

11760 Tamiami Trail Rezone
PL20220005137
Historical Aerial



Subject Site

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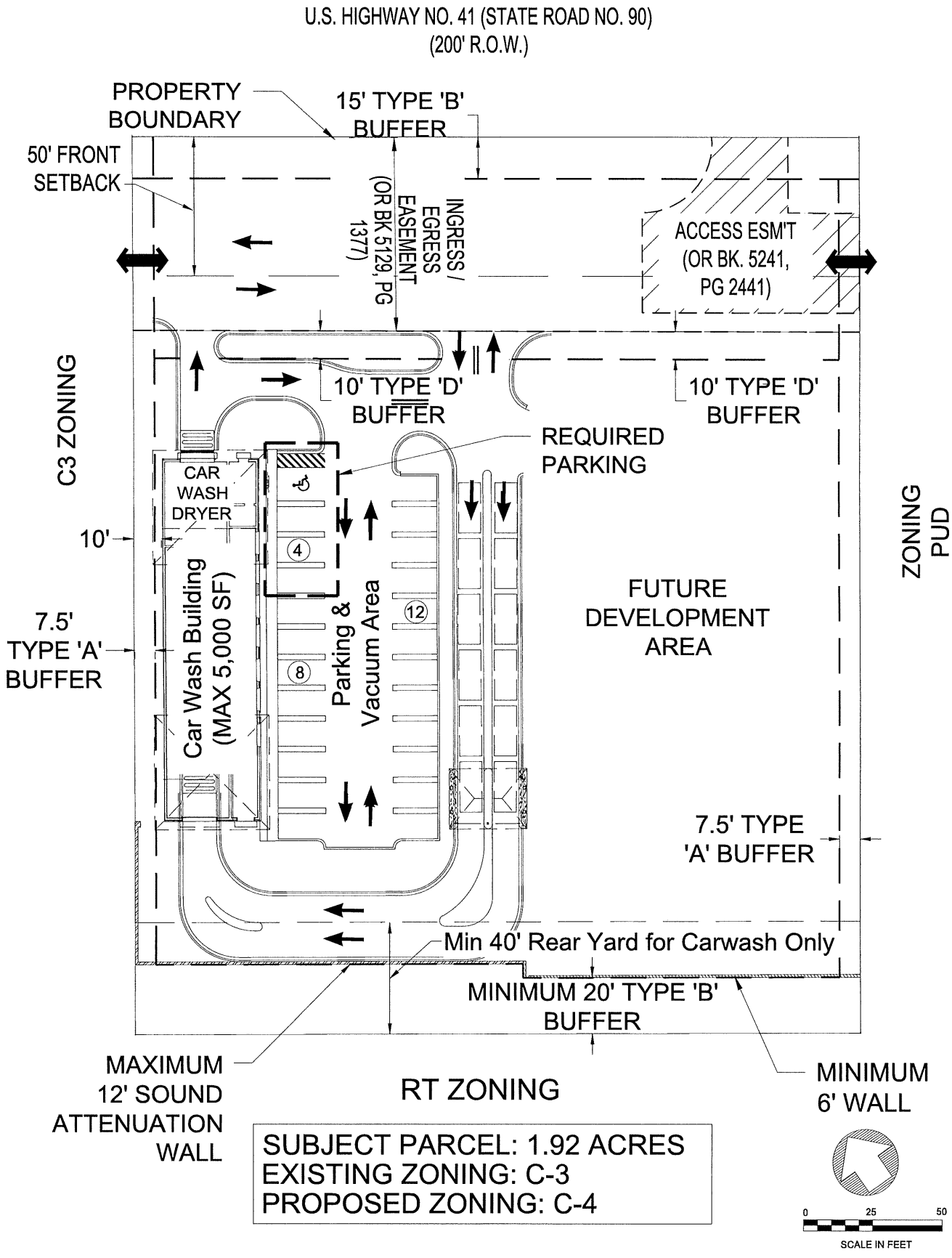
11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

CONCEPTUAL SITE PLAN



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Authorization No.1772

11760 TAMIAMI TRAIL REZONE
(CONCEPTUAL SITE PLAN)

CHECKED BY : ES	PROJECT No. 2023.006
DRAWN BY : MK	CAD FILE NAME: 3006_CONCEPT
DATE : 5/2024	1 Of 2

NOTES:

No Preservation Required

Parking Requirement:
Auto/Truck Washing: 1 space per employee of the largest shift for automotive wash facilities.
3 Employees: 3 Spaces Total
Standard Space: 3 Spaces
Handicapped Space: 1 Space

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11760 TAMIAMI TRAIL REZONE
(CONCEPTUAL SITE PLAN)

CHECKED BY : ES	PROJECT No. 2023.006
DRAWN BY : MK	CAD FILE NAME: 3006_CONCEPT
DATE : 3/2023	2 Of 2

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

LEGAL DESCRIPTION

Legal Description
11760 Car Wash Rezone (PL 20220005137)

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, PROCEED NORTHERLY ALONG THE SECTION LINE BETWEEN SAID SECTION 33 AND SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, NORTH 02° 49' 48" EAST, 884.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. 41; THENCE, SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 44.24 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 3,210.55 FEET, CENTRAL ANGLE OF 0° 47' 22", AND A CHORD DISTANCE OF 44.23 FEET, BEARING SOUTH 54° 01' 20" EAST TO A POINT OF TANGENCY; THENCE SOUTH 54° 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 54° 25' 01" EAST, 600 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 35° 34' 59" WEST, 321.16 FEET; THENCE NORTH 54° 25' 01" WEST, 541.69 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAREFOOT WILLIAMS ROAD; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, 132.69 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 54° 18' 18", AND A CHORD DISTANCE OF 127.78 FEET, BEARING NORTH 08° 25' 50" EAST TO A POINT OF TANGENCY; THENCE NORTH 35° 34' 59" EAST, 207.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE LAND CONVEYED TO RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, BY GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5871, PAGE 1617, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST ¼ CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE NORTH 02° 49' 48" EAST, ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. 41, BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY, FOR 44.24 FEET, HAVING A CENTRAL ANGLE OF 0° 47' 22", A CHORD BEARING OF SOUTH 54° 01' 20" EAST, AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 54° 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 54° 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 340.00 FEET; THENCE SOUTH 35° 34' 59" WEST, FOR A DISTANCE OF 321.16 FEET; THENCE NORTH 54° 25' 01" WEST, FOR A DISTANCE OF 281.69 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAREFOOT WILLIAMS ROAD, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 140.00 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 54° 18' 16", A CHORD BEARING OF NORTH 08° 25' 50" EAST, A CHORD LENGTH OF 127.78 FEET, AND AN ARC LENGTH OF 132.69 FEET; THENCE NORTH 35° 34' 59" EAST ALONG SAID EAST RIGHT-OF-WAY, FOR A DISTANCE OF 207.46 FEET TO THE POINT OF BEGINNING.

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

SURVEY

ALTA/NSPS LAND TITLE SURVEY

NOT FOR ENGINEERING DESIGN
NOT FOR CONSTRUCTION
NOT FOR DESIGN

NOTE: THE INTENT OF THIS SURVEY IS FOR TITLE TRANSFER ONLY
THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP
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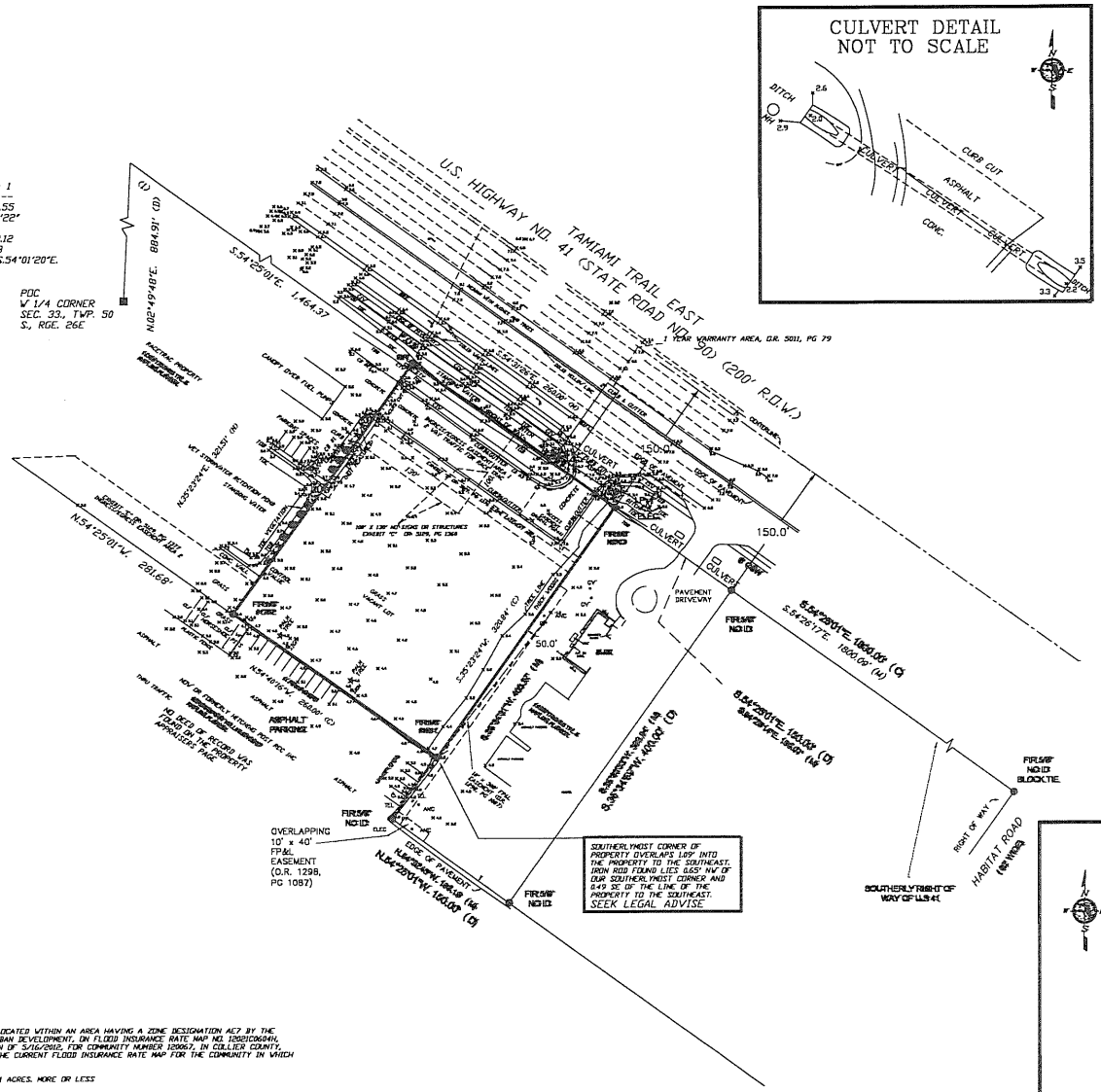
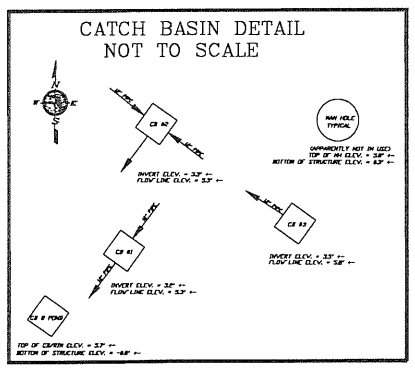




LEGAL DESCRIPTION PER TITLE COMMITMENT :

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, PROCEED NORTHERLY ALONG THE SECTION LINE BETWEEN SAID SECTION 33 AND SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, NORTH 02° 49' 48" EAST, 884.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. 41; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 44.24 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 3,210.55 FEET, A CENTRAL ANGLE OF 0° 47' 22", AND A CHORD DISTANCE OF 44.23 FEET, BEARING SOUTH 54° 01' 20" EAST TO A POINT OF TANGENCY; THENCE SOUTH 54° 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 54° 25' 01" EAST, 600 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 35° 34' 59" WEST, 321.16 FEET; THENCE NORTH 54° 25' 01" WEST, 541.69 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAREFOOT WILLIAMS ROAD; THENCE ORTHERLY ALONG SAID RIGHT-OF-WAY LINE, 132.69 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 54° 18' 18", AND A CHORD DISTANCE OF 127.78 FEET, BEARING NORTH 08° 25' 50" EAST TO A POINT OF TANGENCY; THENCE NORTH 35° 34' 59" EAST, 207.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE LAND CONVEYED TO RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, BY GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5871, PAGE 1617, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE NORTH 02° 49' 48" EAST, ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. 41, BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY, FOR 44.24 FEET, HAVING A CENTRAL ANGLE OF 0° 47' 22", A CHORD BEARING OF SOUTH 54° 01' 20" EAST, AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 54° 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 54° 25' 01" EAST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 340.00 FEET; THENCE SOUTH 35° 34' 59" WEST, FOR A DISTANCE OF 321.16 FEET; THENCE NORTH 54° 25' 01" WEST, FOR A DISTANCE OF 281.69 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAREFOOT WILLIAMS ROAD, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 140.00 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 54° 18' 16", A CHORD BEARING OF NORTH 08° 25' 50" EAST, A CHORD LENGTH OF 127.78 FEET, AND AN ARC LENGTH OF 132.69 FEET; THENCE NORTH 35° 34' 59" EAST ALONG SAID EAST RIGHT-OF-WAY, FOR A DISTANCE OF 207.46 FEET TO THE POINT OF BEGINNING.

TABLE "A" COMMENTS

3. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION AE? BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 12021C0604H, WITH A DATE OF IDENTIFICATION OF 5/16/2012, FOR COMMUNITY NUMBER 120067, IN COLLIER COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. CONTAINS 93,405 SQ. FT. OR 1.91 ACRES. MORE OR LESS
7. NO BUILDINGS
9. NO PARKING
11. EXISTING UTILITIES SHOWN
17. NOT AWARE OF ANY CHANGES IN ROAD RIGHT OF WAY
18. PROVIDED EASEMENTS SHOWN

SETBACKS AS PROVIDED BY CLIENT:
FRONT - 30 FEET (EASEMENTS WILL REQUIRE A LARGER SETBACK)
SIDE - 40 FEET
REAR - 40 FEET

MEASURED BEARINGS SHOWN ARE BASED ON STATE PLANE COORDINATES (FLORIDA EAST ZONE) AS ACQUIRED BY USING GPS TECHNOLOGY AND IS THE "BASIS OF BEARINGS".

Leland DySard, P.L.S
Digitally signed by Leland DySard, P.L.S
Date: 2023.10.12 16:00:16 -04'00'

NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL
NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

NOT VALID WITHOUT SHEETS 2 & 3 OF 3

DATE	BY	REVISION
10/11/2023	LFD	OR PACE CHANGE

F.L.A. SURVEYS CORP.
PROFESSIONAL LAND SURVEYORS AND MAPPERS LB-6569
9220 BONITA BEACH ROAD, SUITE 200, BONITA SPRINGS, FLORIDA 34135, 239-405-2190 239-380-2791 239-262-2152 239-825-8504
3684 PROGRESS AVE., SUITE 104, NAPLES, FLORIDA 34104, 239-403-1600 FAX 239-403-8600

PROJECT: 11760 TAMIAMI TRAIL EAST, NAPLES, FLORIDA, COLLIER COUNTY, FLORIDA

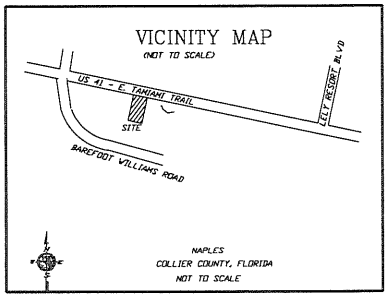
TITLE: ALTA/NSPS LAND TITLE SURVEY

SHEET 1 OF 3
W.O. NO. 22-25005
DRN. BY LFD
PAR. CHF. CWF

ALTA/NSPS LAND TITLE SURVEY

NOT FOR ENGINEERING DESIGN
NOT FOR CONSTRUCTION
NOT FOR DESIGN

NOTE: THE INTENT OF THIS SURVEY IS FOR TITLE TRANSFER ONLY
THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP
COPYRIGHT 2021 F.L.A. SURVEYS CORP.



TITLE REVIEW NOTES:

THIS SURVEY WAS BASED ON THE PROVIDED TITLE COMMITMENT. THAT BEING COMMITMENT NUMBER 64-2012-002387 JR BY AMERICAN LAND TITLE INSURANCE COMPANY, DATED JULY 29, 2022. ITEMS ADDRESSED BELOW ARE BY ITEM NUMBER WITHIN SCHEDULE BII. ONLY ITEMS 5 THROUGH 12 WERE PROVIDED AND ONLY THOSE WILL BE ADDRESSED.

ITEM 5: O.R. 649, P. 1239 - SURVEYED PROPERTY DOES NOT LIE WITHIN AREA DESCRIBED IN THIS RESOLUTION
ITEM 6: O.R. 1262, P. 0372 - WATER PLANT EASEMENT AGREEMENT, TOO MANY ILLEGIBLE DESCRIPTIONS TO MAKE A DETERMINATION, AGREEMENT MAY HAVE EXPIRED
ITEM 7: O.R. 4296 P. 3116 - AGREEMENT APPLIES TO PROPERTY SURVEYED - NOT PLOTTABLE
O.R. 4609 P. 3039 - THIS ASSIGNMENT OF RIGHTS APPLIES TO THE PROPERTY SURVEYED - NOT PLOTTABLE
O.R. 5011 P. 0079 - REFERS TO A GENERAL ASSIGNMENT OF RIGHTS, BENEFITS, PERSONAL PROPERTY AND INTANGIBLES FOR AN UNDERGROUND SANITARY SEWER LINE LYING WITHIN THE RIGHT OF WAY OF US 41. AS SHOWN HEREON
O.R. 5164 P. 2501 - REFERS TO THE ADJOINING RACETRAC ROPERTY
ITEM 8: O.R. 5129 P. 1360 - CREATES A 130 FEET BY 100 FEET AREA WITHIN THE PROPERTY SURVEYED ON WHICH NO STRUCTURES, SIGNS SHALL BE BUILT, PLACED OR MAINTAINED, AS SHOWN HEREON
ITEM 9: O.R. 5129 P. 1366 - THE PROPERTY SURVEYED IS SUBJECT TO A NON EXCLUSIVE INGRESS EASEMENT 70 FEET WIDE RUNNING THE FULL FRONTAGE ON THE SURVEYED PROPERTY
ALSO HAS THE PROPERTY SURVEYED SUBJECT TO A 10 FEET WIDE SLOPE EASEMENT ADJACENT TO THE ABOVE EASEMENT
ALSO HAS A "TOGETHER WITH" 40 FEET WIDE NON-EXCLUSIVE, PERPETUAL INGRESS EGRESS EASEMENT EXITING THE PROPERTY FROM ITS WESTERLY MOST CORNER. ALL AS SHOWN HEREON.
O.R. 5871 P. 1622 - CONSTRUCTION AGREEMENT DEALING WITH OR. 5129 P. 1366 - NOT PLOTTABLE
ITEM 10: O.R. 5189 P. 2822I - DOES NOT LIE WITHIN THE PROPERTY SURVEYED
ITEM 11: O.R. 5241 P.2436 - CREATES A "SUBJECT TO" PERPETUAL, NON EXCLUSIVE INGRESS EGRESS EASEMENT IN THE EASTERLY CORNER OF THE SURVEYED PROPERTY FOR THE BENEFIT ON THE PARCEL TO THE SOUTHEAST. AS SHOWN HEREON.
ITEM 12: O.R. 5815 P. 1284 - THE PROPERTY SURVEYED LIES WITHIN THE AREA DESCRIBED IN THIS RESOLUTION. NOT PLOTTABLE

ABBREVIATIONS AND NOTES:

N = NORTH
S = SOUTH
E = EAST
W = WEST, OR ANY COMBINATION THEREOF
1. ° = DEGREES
2. ' = MINUTES WHEN USED IN A BEARING
3. " = SECONDS WHEN USED IN A BEARING
4. ' = FEET WHEN USED IN A DISTANCE
5. " = INCHES WHEN USED IN A DISTANCE
6. ± = "MORE OR LESS" OR "PLUS OR MINUS"
7. Δ = ARC DISTANCE
8. AC = ACRES
9. A/C = AIR CONDITIONING PAD
10. AE = ACCESS EASEMENT
11. B.E. = BUFFER EASEMENT
12. BM = BENCHMARK
13. BOB = BASIS OF BEARING
14. BRG = BEARING
15. C# = CURVE NUMBER
16. C = CALCULATED
17. CB = CATCH BASIN
18. CHB = CHORD BEARING
19. CHD = CHORD
20. CLF = CHAIN/LINK FENCE
21. CM = CONCRETE MONUMENT
22. CO = CLEAN OUT
23. CONC = CONCRETE
24. CP = CONCRETE PAD
25. CSW = CONCRETE SIDEWALK
26. CTV= CABLE TV RISER
27. CUE= COLLIER COUNTY UTILITY EASEMENT
28. D = DEED
29. DE= DRAINAGE EASEMENT
30. DH = DRILL HOLE
31. DI = DROP INLET
32. ELEC= ELECTRIC
33. EOP = EDGE OF PAVEMENT
34. EOR = EDGE OF ROAD
35. EOW = EDGE OF WATER
36. F= AS LABELED OR FOUND IN THE FIELD
37. F.A.C. = FLORIDA ADMINISTRATIVE CODE
38. FCC = FOUND CROSS CUT
39. FCM = FOUND CONCRETE MONUMENT
40. FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
41. FDH = FOUND DRILL HOLE
42. FFE = FINISH FLOOR ELEVATION
43. FH = FIRE HYDRANT
44. FIP = FOUND IRON PIPE
45. FIR = FOUND IRON ROD
46. FN = FOUND NAIL
47. FND = FOUND
48. FPK = FOUND PK NAIL
49. FPK&D = FOUND PK NAIL AND DISC
50. GTE = TELEPHONE RISER
51. ILLEG. = ILLEGIBLE L.B OR PSM NUMBER
52. LB = LICENSED BUSINESS
53. LBE = LANDSCAPE BUFFER EASEMENT
54. LME = LAKE MAINTENANCE EASEMENT
55. LP = LIGHT POLE
56. M = MEASURED
57. ME = MAINTENANCE EASEMENT
58. MH = MANHOLE
59. NAVD 1988 = NORTH AMERICAN VERTICAL DATUM OF 1988
60. NGVD 1929 = NATIONAL GEODETIC VERTICAL DATUM OF 1929
61. NO ID = NO IDENTIFYING MARKINGS
62. (NR) = NON-RADIAL
63. NTS= NOT TO SCALE
64. OHP= OVERHEAD POWER
65. OHU = OVERHEAD UTILITY LINE
66. O.R. = OFFICIAL RECORD BOOK
67. P = PLAT
68. PC = POINT OF CURVATURE
69. PCC = POINT OF COMPOUND CURVATURE
70. PCP = PERMANENT CONTROL POINT
71. PG = PAGE
72. PI = POINT OF INTERSECTION
73. PK&D = PARKER KALON NAIL AND DISC
74. PLS = PROFESSIONAL LAND SURVEYOR
75. POB = POINT OF BEGINNING
76. POC = POINT OF COMMENCEMENT
77. PP = POWER POLE
78. PRC = POINT OF REVERSE CURVE
79. PRM = PERMANENT REFERENCE MONUMENT
80. PSM= PROFESSIONAL SURVEYOR AND MAPPER
81. PU & DE = PUBLIC UTILITY & DRAINAGE EASEMENT
82. PUE = PUBLIC UTILITY EASEMENT
83. (R) = RADIAL
84. R = RADIUS
85. RING = ITEM DETECTED BY METAL DETECTOR BUT NOT RECOVERED
86. RNG = RANGE
87. ROW = RIGHT-OF-WAY
88. RR SPK = RAILROAD SPIKE
89. SAT= SATELLITE DISH
90. SEC = SECTION
91. SPK&D = SET PK WITH DISC WITH LB NUMBER
92. SIR = SET 5/8" IRON ROD WITH LB NUMBER
93. TBM = TEMPORARY BENCH MARK
94. TECO= TAMPA ELECTRIC COMPANY
95. TEL = TELEPHONE FACILITIES
96. TOB = TOP OF BANK
97. TP = TRANSMITTER PAD
98. TUE = TECHNOLOGY UTILITY EASEMENT
99. TVR= TELEVISION RISER
100. TWP= TOWNSHIP
101. UE = UTILITY EASEMENT
102. VF = VINYL FENCE
103. W = WATER SERVICE
104. WB = WATER BOX
105. WF= WOOD FENCE
106. WPP= WOOD POWER POLE
107. WREC= WITHLACOOCHEE RIVER ELECTRIC COMPANY
108. Δ = DELTA OR CENTRAL ANGLE OF CURVE
109. DIMENSIONS ARE IN FEET AND IN DECIMALS THEREOF
110. ELEVATIONS SHOWN HEREON ARE NAVD 1988 UNLESS OTHERWISE STATED
111. ALL PHYSICAL IMPROVEMENTS SHOWN WITHOUT DIMENSIONS ARE FOR INFORMATIONAL PURPOSES ONLY. THAT THEY DO EXIST, BUT WERE NOT NECESSARILY MEASURED IN THE FIELD.
112. NOTE: LEGAL DESCRIPTION PROVIDED BY CLIENT UNLESS OTHERWISE NOTED.
113. EASEMENTS AND RIGHT OF WAYS SHOWN ARE PER RECORDED PLAT OR AS FURNISHED BY THE CLIENT
114. FOUNDATION LINE BELOW THE SURFACE OF THE GROUND IS NOT REFLECTED
115. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNDER ANY CONDITION UNLESS OTHERWISE STATED
116. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED
117. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS, AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN
118. THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT THOSE AS DELINEATED ON THIS PLAT OF SURVEY
119. TIES ARE TO FIELD LINES UNLESS OTHERWISE NOTED
120. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR EASEMENTS THAT ARE NOT RECORDED ON SAID PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
121. FENCES MEANDER ON AND OFF LINE, APPROXIMATE LOCATION ONLY UNLESS STATED OTHERWISE.
122. THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP
123. THE INTENT OF THIS SURVEY IS FOR TITLE TRANSFER ONLY UNLESS STATED OTHERWISE.
124. FLORIDA STATUTE : TWO SITE BENCHMARKS ARE REQUIRED FOR CONSTRUCTION.
125. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
126. 121. F.E.M.A. FLOOD HAZARD MAPPING THIS DATE. PRODUCT WAS NOT DESIGNED TO MAKE PRECISE IN/OUT FLOOD RISK DETERMINATIONS. THIS PRODUCT IS NOT SUITABLE FOR ENGINEERING APPLICATIONS AND CANNOT BE USED TO DETERMINE ABSOLUTE DELINEATIONS OF FLOOD BOUNDARIES. CALL 1-877-FEMAMAP OR EMAIL A MAP SPECIALIST AT: HTTP://WWW.FEMA.GOV/PLAN/PREVENT/FHM/TSB_CHAP.SHT PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM LOCAL PERMITTING, PLANNING AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION
127. IN COMPLIANCE WITH F.A.C. 5J-17.052(2)(C)(3)(K) - IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.
128. IF APPLICABLE, FENCES SHOWN MEANDER ON OR OFF LINES (APPROXIMATE LOCATION ONLY)
129. ARCHITECTURAL FEATURES, SUCH AS FURRING STRIPS, SIDING, CORNICES, STUCCO, ETC., OUTSIDE THE LINE OF THE STRUCTURE HAVE BEEN TAKEN INTO ACCOUNT WHEN GIVING TIES FROM THE STRUCTURE TO THE LOT LINES.
130. ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE DUE TO REPRODUCTION. THIS SHOULD BE TAKEN INTO CONSIDERATION WHEN OBTAINING SCALED DATA.

TABLE "A"

TABLE A
OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: WHETHER ANY OF THE NINETEEN (19) ITEMS OF TABLE A ARE TO BE SELECTED, AND THE EXACT WORDING OF AND FEE FOR ANY SELECTED ITEM, MAY BE NEGOTIATED BETWEEN THE SURVEYOR AND CLIENT. ANY ADDITIONAL ITEMS NEGOTIATED BETWEEN THE SURVEYOR AND CLIENT MUST BE IDENTIFIED AS 20(A), 20(B), ETC. ANY ADDITIONAL ITEMS NEGOTIATED BETWEEN THE SURVEYOR AND CLIENT, AND ANY NEGOTIATED CHANGES TO THE WORDING OF A TABLE A ITEM, MUST BE EXPLAINED PURSUANT TO SECTION 5.E.II(2). NOTWITHSTANDING TABLE A ITEMS 5 AND 11, IF AN ENGINEERING DESIGN SURVEY IS DESIRED AS PART OF AN ALTA/NSPS LAND TITLE SURVEY, SUCH SERVICES SHOULD BE NEGOTIATED UNDER TABLE A, ITEM 20.
IF CHECKED, THE FOLLOWING OPTIONAL ITEMS ARE TO BE INCLUDED IN THE ALTA/NSPS LAND TITLE SURVEY, EXCEPT AS OTHERWISE QUALIFIED (SEE NOTE ABOVE):

1. ✓ MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER.
2. ✓ ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK.
3. ✓ FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.
4. ✓ GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT).
5. ✓ VERTICAL RELIEF WITH THE SOURCE OF INFORMATION (E.G., GROUND SURVEY, AERIAL MAP), CONTOUR INTERVAL, DATUM, WITH ORIGINATING BENCHMARK, WHEN APPROPRIATE.
6. (A) IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.
(B) IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.
7. ✓ (A) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL.
(B) SQUARE FOOTAGE OF:
_____ (1) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL.
_____ (2) OTHER AREAS AS SPECIFIED BY THE CLIENT.
_____ (C) MEASURED HEIGHT OF ALL BUILDINGS ABOVE GRADE AT A LOCATION SPECIFIED BY THE CLIENT. IF NO LOCATION IS SPECIFIED, THE POINT OF MEASUREMENT SHALL BE IDENTIFIED.
8. ✓ SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE).
9. ✓ NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR, AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS, AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS.
10. _____ AS DESIGNATED BY THE CLIENT, A DETERMINATION OF THE RELATIONSHIP AND LOCATION OF CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES.
11. EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5.E.IV.) AS DETERMINED BY:
✓ (A) PLANS AND/OR REPORTS PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION)
✓ (B) MARKINGS COORDINATED BY THE SURVEYOR PURSUANT TO A PRIVATE UTILITY LOCATE REQUEST.
NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11. INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
12. _____ AS SPECIFIED BY THE CLIENT, GOVERNMENTAL AGENCY SURVEY-RELATED REQUIREMENTS (E.G., HUD SURVEYS, SURVEYS FOR LEASES ON BUREAU OF LAND MANAGEMENT MANAGED LANDS). THE RELEVANT SURVEY REQUIREMENTS ARE TO BE PROVIDED BY THE CLIENT OR CLIENT'S DESIGNATED REPRESENTATIVE.
13. _____ NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL."
14. _____ AS SPECIFIED BY THE CLIENT, DISTANCE TO THE NEAREST INTERSECTING STREET.
15. _____ RECTIFIED ORTHOPHOTOGRAPHY, PHOTOGRAMMETRIC MAPPING, REMOTE SENSING, AIRBORNE/MOBILE LASER SCANNING AND OTHER SIMILAR PRODUCTS, TOOLS OR TECHNOLOGIES AS THE BASIS FOR SHOWING THE LOCATION OF CERTAIN FEATURES (EXCLUDING BOUNDARIES) WHERE GROUND MEASUREMENTS ARE NOT OTHERWISE NECESSARY TO LOCATE THOSE FEATURES TO AN APPROPRIATE AND ACCEPTABLE ACCURACY RELATIVE TO A NEARBY BOUNDARY. THE SURVEYOR MUST (A) DISCUSS THE RAMIFICATIONS OF SUCH METHODOLOGIES (E.G., THE POTENTIAL PRECISION AND COMPLETENESS OF THE DATA GATHERED THEREBY) WITH THE INSURER, LENDER, AND CLIENT PRIOR TO THE PERFORMANCE OF THE SURVEY, AND (B) PLACE A NOTE ON THE FACE OF THE SURVEY EXPLAINING THE SOURCE, DATE, PRECISION, AND OTHER RELEVANT QUALIFICATIONS OF ANY SUCH DATA.
16. _____ EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. ✓ PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. ✓ PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS, EXCLUDING TABLE A ITEM 12, INCLUDE AS PART OF THE SURVEY ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR.
19. ✓ PROFESSIONAL LIABILITY INSURANCE POLICY OBTAINED BY THE SURVEYOR IN THE MINIMUM AMOUNT OF $ _____ TO BE IN EFFECT THROUGHOUT THE CONTRACT TERM. CERTIFICATE OF INSURANCE TO BE FURNISHED UPON REQUEST, BUT THIS ITEM SHALL NOT BE ADDRESSED ON THE FACE OF THE PLAT OR MAP.
20. _____

CERTIFICATION:

TO
11760 PROPERTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
FLORIDA TITLE & GUARANTEE AGENCY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-6, 7(a), 8-9, 11 (a), (b) AND 17-19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 8/25/2022.

DATE OF PLAT OR MAP: AUGUST 25, 2022

BY: Leland F. DeSard SURVEY DATE: 8/25/2022

(SURVEYOR'S SIGNATURE, PRINTED NAME AND SEAL WITH REGISTRATION/LICENSE NUMBER)

CLINTON W. FINSTAD, PE, CFM, PLS #2453
MARY E. FINSTAD, CFM, PSM #6601
LELAND F. DeSARD, PLS #3859

NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL
NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

NOT VALID WITHOUT SHEETS 1 & 3 OF 3

DATE	BY	REVISION
02/17/2023	LFD	CERTIFICATION

F.L.A. SURVEYS CORP.
PROFESSIONAL LAND SURVEYORS AND MAPPERS LB-6569
9220 BONITA BEACH ROAD, SUITE 200, BONITA SPRINGS, FLORIDA 34135, 239-405-7192 239-585-0265 239-250-2762 239-825-8504
3864 PROGRESS AVE., SUITE 104, NAPLES, FLORIDA 34104, 239-403-1800 FAX 239-403-8800

PROJECT: 11760 TAMIAMI TRAIL EAST, NAPLES, FLORIDA, COLLIER COUNTY, FLORIDA

TITLE: ALTA/NSPS LAND TITLE SURVEY

SHEET 2 OF 3
W.O. NO. 22-25005
DRN. BY LFD
PAR. CHF. CWF

ALTA/NSPS LAND TITLE SURVEY

NOT FOR ENGINEERING DESIGN
NOT FOR CONSTRUCTION
NOT FOR DESIGN

NOTE: THE INTENT OF THIS SURVEY IS FOR TITLE TRANSFER ONLY
THE LINES ON THIS SKETCH DO NOT CONSTITUTE OWNERSHIP
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MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (EFFECTIVE FEBRUARY 23, 2021)

PURPOSE - MEMBERS OF THE AMERICAN LAND TITLE ASSOCIATION® (ALTA) HAVE SPECIFIC NEEDS, UNIQUE TO TITLE INSURANCE MATTERS, WHEN ASKED TO INSURE TITLE TO LAND WITHOUT EXCEPTION AS TO THE MANY MATTERS WHICH MIGHT BE DISCOVERABLE FROM SURVEY AND INSPECTION, AND WHICH ARE NOT EVIDENCED BY THE PUBLIC RECORDS.

FOR A SURVEY OF REAL PROPERTY, AND THE PLAT, MAP OR RECORD OF SUCH SURVEY, TO BE ACCEPTABLE TO A TITLE INSURANCE COMPANY FOR THE PURPOSE OF INSURING TITLE TO SAID REAL PROPERTY FREE AND CLEAR OF SURVEY MATTERS (EXCEPT THOSE MATTERS DISCLOSED BY THE SURVEY AND INDICATED ON THE PLAT OR MAP), CERTAIN SPECIFIC AND PERTINENT INFORMATION MUST BE PRESENTED FOR THE DISTINCT AND CLEAR UNDERSTANDING BETWEEN THE INSURED, THE CLIENT (IF DIFFERENT FROM THE INSURED), THE TITLE INSURANCE COMPANY (INSURER), THE LENDER, AND THE SURVEYOR PROFESSIONALLY RESPONSIBLE FOR THE SURVEY.

IN ORDER TO MEET SUCH NEEDS, CLIENTS, INSURERS, INSUREDS, AND LENDERS ARE ENTITLED TO RELY ON SURVEYORS TO CONDUCT SURVEYS AND PREPARE ASSOCIATED PLATS OR MAPS THAT ARE OF A PROFESSIONAL QUALITY AND APPROPRIATELY UNIFORM, COMPLETE, AND ACCURATE. TO THAT END, AND IN THE INTERESTS OF THE GENERAL PUBLIC, THE SURVEYING PROFESSION, TITLE INSURERS, AND ABSTRACTERS, THE ALTA AND THE NSPS JOINTLY PROMULGATE THE WITHIN DETAILS AND CRITERIA SETTING FORTH A MINIMUM STANDARD OF PERFORMANCE FOR ALTA/NSPS LAND TITLE SURVEYS. A COMPLETE 2021 ALTA/NSPS LAND TITLE SURVEY INCLUDES:
(i) THE ON-SITE FIELDWORK REQUIRED PURSUANT TO SECTION 5,
(ii) THE PREPARATION OF A PLAT OR MAP PURSUANT TO SECTION 6 SHOWING THE RESULTS OF THE FIELDWORK AND ITS RELATIONSHIP TO DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR PURSUANT TO SECTION 4,
(iii) ANY INFORMATION FROM TABLE A ITEMS REQUESTED BY THE CLIENT, AND
(iv) THE CERTIFICATION OUTLINED IN SECTION 7.

2. REQUEST FOR SURVEY - THE CLIENT SHALL REQUEST THE SURVEY, OR ARRANGE FOR THE SURVEY TO BE REQUESTED, AND SHALL PROVIDE A WRITTEN AUTHORIZATION TO PROCEED FROM THE PERSON OR ENTITY RESPONSIBLE FOR PAYING FOR THE SURVEY. UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE INSURER, THE INSURER SHALL NOT BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION OF THE SURVEY. THE REQUEST MUST SPECIFY THAT AN "ALTA/NSPS LAND TITLE SURVEY" IS REQUIRED AND WHICH OF THE OPTIONAL ITEMS LISTED IN TABLE A, IF ANY, ARE TO BE INCORPORATED. CERTAIN PROPERTIES OR INTERESTS IN REAL PROPERTIES MAY PRESENT ISSUES OUTSIDE THOSE NORMALLY ENCOUNTERED ON AN ALTA/NSPS LAND TITLE SURVEY (E.G., MARINAS, CAMPGROUNDS, MOBILE HOME PARKS, EASEMENTS, LEASES, MINERAL INTERESTS, OTHER NON-FEE SIMPLE INTERESTS). THE SCOPE OF WORK RELATED TO SURVEYS OF SUCH PROPERTIES OR INTERESTS IN REAL PROPERTIES SHOULD BE DISCUSSED WITH THE CLIENT, LENDER, AND INSURER, AND AGREED UPON IN WRITING PRIOR TO COMMENCING WORK ON THE SURVEY. WHERE REQUIRED, THE CLIENT SHALL SECURE PERMISSION FOR THE SURVEYOR TO ENTER UPON THE PROPERTY TO BE SURVEYED, ADJOINING PROPERTIES, OR OFFSITE EASEMENTS.

3. SURVEYING STANDARDS AND STANDARDS OF CARE
A. EFFECTIVE DATE - THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS ARE EFFECTIVE FEBRUARY 23, 2021. AS OF THAT DATE, ALL PREVIOUS VERSIONS OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS ARE SUPERSEDED BY THESE STANDARDS.
B. OTHER REQUIREMENTS AND STANDARDS OF PRACTICE - MANY STATES AND SOME LOCAL JURISDICTIONS HAVE ADOPTED STATUTES, ADMINISTRATIVE RULES AND/OR ORDINANCES THAT SET OUT STANDARDS REGULATING THE PRACTICE OF SURVEYING WITHIN THEIR JURISDICTIONS. IN ADDITION TO THE STANDARDS SET FORTH HEREIN, SURVEYORS MUST ALSO CONDUCT THEIR SURVEYS IN ACCORDANCE WITH APPLICABLE JURISDICTIONAL SURVEY REQUIREMENTS AND STANDARDS OF PRACTICE. WHERE CONFLICTS EXIST BETWEEN THE STANDARDS SET FORTH HEREIN AND ANY SUCH JURISDICTIONAL REQUIREMENTS AND STANDARDS OF PRACTICE OCCUR, THE MORE STRINGENT MUST APPLY.
C. THE NORMAL STANDARD OF CARE - SURVEYORS SHOULD RECOGNIZE THAT THERE MAY BE UNWRITTEN LOCAL, STATE, AND/OR REGIONAL STANDARDS OF PRACTICE AS DEFINED BY THE PRACTICE OF THE "PRUDENT SURVEYOR" IN THOSE LOCALES.
D. BOUNDARY - THE BOUNDARY LINES AND CORNERS OF ANY PROPERTY OR INTEREST IN REAL PROPERTY BEING SURVEYED (HEREAFTER, THE "SURVEYED PROPERTY" OR "PROPERTY TO BE SURVEYED") AS PART OF AN ALTA/NSPS LAND TITLE SURVEY MUST BE ESTABLISHED AND/OR RETRACED IN ACCORDANCE WITH APPROPRIATE BOUNDARY LAW PRINCIPLES GOVERNED BY THE SET OF FACTS AND EVIDENCE FOUND IN THE COURSE OF PERFORMING THE RESEARCH AND FIELDWORK.
E. MEASUREMENT STANDARDS - THE FOLLOWING MEASUREMENT STANDARDS ADDRESS RELATIVE POSITIONAL PRECISION FOR THE MONUMENTS OR WITNESSES MARKING ANY CORNER OF THE SURVEYED PROPERTY:
i. "RELATIVE POSITIONAL PRECISION" MEANS THE LENGTH OF THE SEMI-MAJOR AXIS, EXPRESSED IN METERS OR FEET, OF THE ERROR ELLIPSE REPRESENTING THE UNCERTAINTY IN THE POSITION OF THE MONUMENT OR WITNESS MARKING ANY BOUNDARY CORNER OF THE SURVEYED PROPERTY RELATIVE TO THE POSITION OF THE MONUMENT OR WITNESS MARKING AN IMMEDIATELY ADJACENT BOUNDARY CORNER OF THE SURVEYED PROPERTY RESULTING FROM RANDOM ERRORS IN THE MEASUREMENTS AT THE 95 PERCENT CONFIDENCE LEVEL.
RELATIVE POSITIONAL PRECISION CAN BE ESTIMATED BY THE RESULTS OF A CORRECTLY WEIGHTED LEAST SQUARES ADJUSTMENT OF THE SURVEY. ALTERNATIVELY, RELATIVE POSITIONAL PRECISION CAN BE ESTIMATED BY THE STANDARD DEVIATION OF THE MONUMENT OR WITNESS MARKING ANY BOUNDARY CORNER OF THE SURVEYED PROPERTY AND THE MONUMENT OR WITNESS MARKING AN IMMEDIATELY ADJACENT BOUNDARY CORNER OF THE SURVEYED PROPERTY (CALLED LOCAL ACCURACY) THAT CAN BE COMPUTED USING THE FULL COVARIANCE MATRIX OF THE COORDINATE INVERSE BETWEEN THE POINTS, UNDERSTANDING THAT RELATIVE POSITIONAL PRECISION IS BASED ON THE 95 PERCENT CONFIDENCE LEVEL, OR APPROXIMATELY 2 STANDARD DEVIATIONS.
ii. ANY BOUNDARY LINES AND CORNERS ESTABLISHED OR RETRACED MAY HAVE UNCERTAINTIES IN LOCATION RESULTING FROM (1) THE AVAILABILITY, CONDITION, HISTORY AND INTEGRITY OF REFERENCE OR CONTROLLING MONUMENTS; (2) AMBIGUITIES IN THE RECORD DESCRIPTIONS OR PLATS OF THE SURVEYED PROPERTY OR ITS ADJOINERS, (3) OCCUPATION OR POSSESSION LINES AS THEY MAY DIFFER FROM THE WRITTEN TITLE LINES, OR (4) RELATIVE POSITIONAL PRECISION OF THESE FOUR SOURCES OF UNCERTAINTY, ONLY RELATIVE POSITIONAL PRECISION IS CONTROLLABLE; HOWEVER, THE INHERENT ERRORS IN ANY MEASUREMENT CANNOT BE ELIMINATED. THE MAGNITUDE OF THE FIRST THREE UNCERTAINTIES CAN BE PROJECTED BASED ON EVIDENCE; RELATIVE POSITIONAL PRECISION IS ESTIMATED USING STATISTICAL MEANS (SEE SECTION 3.E.I ABOVE AND SECTION 3.E.V. BELOW).
iii. THE FIRST THREE OF THESE SOURCES OF UNCERTAINTY MUST BE WEIGHED AS PART OF THE EVIDENCE IN THE DETERMINATION OF WHERE, IN THE SURVEYOR'S OPINION, THE BOUNDARY LINES AND CORNERS OF THE SURVEYED PROPERTY SHOULD BE LOCATED (SEE SECTION 3.D. ABOVE). RELATIVE POSITIONAL PRECISION IS A MEASURE OF HOW PRECISELY THE SURVEYOR IS ABLE TO MONUMENT AND REPORT THOSE POSITIONS; IT IS NOT A SUBSTITUTE FOR THE APPLICATION OF PROPER BOUNDARY LAW PRINCIPLES. A BOUNDARY CORNER OR LINE MAY HAVE A SMALL RELATIVE POSITIONAL PRECISION BECAUSE THE SURVEY MEASUREMENTS WERE PRECISE, YET STILL BE IN THE WRONG POSITION (I.E., INACCURATE) IF IT WAS ESTABLISHED OR RETRACED USING FAULTY OR IMPROPER APPLICATION OF BOUNDARY LAW PRINCIPLES.
iv. FOR ANY MEASUREMENT TECHNOLOGY OR PROCEDURE USED ON AN ALTA/NSPS LAND TITLE SURVEY, THE SURVEYOR MUST (1) USE, (2) COMPENSATE FOR SYSTEMATIC ERRORS, AND (3) MINIMIZE BY PLANNING THOSE ASSOCIATED WITH INSTRUMENT CALIBRATION, AND (3) USE APPROPRIATE ERROR PROPAGATION AND MEASUREMENT DESIGN THEORY (SELECTING THE PROPER INSTRUMENTS, GEOMETRIC LAYOUTS, AND FIELD AND COMPUTATIONAL PROCEDURES) TO CONTROL RANDOM ERRORS SUCH THAT THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL PRECISION OUTLINED IN SECTION 3.E.V. BELOW IS NOT EXCEEDED.
v. THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL PRECISION FOR AN ALTA/NSPS LAND TITLE SURVEY IS 2 CM (0.07 FEET) PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED). IT IS RECOGNIZED THAT IN CERTAIN CIRCUMSTANCES, THE SIZE OR CONFIGURATION OF THE SURVEYED PROPERTY, OR THE RELIEF, VEGETATION, OR IMPROVEMENTS ON THE SURVEYED PROPERTY, MAY PREVENT THE SURVEY MEASUREMENTS FOR WHICH THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL PRECISION MAY BE EXCEEDED IN WHICH CASE THE REASON SHALL BE NOTED PURSUANT TO SECTION 6.B.X. BELOW.

4. RECORDS RESEARCH - IT IS RECOGNIZED THAT FOR THE PERFORMANCE OF AN ALTA/NSPS LAND TITLE SURVEY, THE SURVEYOR WILL BE PROVIDED WITH APPROPRIATE AND, WHEN POSSIBLE, LEGIBLE DATA THAT CAN BE RELIED UPON IN THE PREPARATION OF THE SURVEY. IN ORDER TO COMPLETE AN ALTA/NSPS LAND TITLE SURVEY, THE SURVEYOR MUST BE PROVIDED WITH THE FOLLOWING:
A. THE CURRENT RECORD DESCRIPTION OF THE REAL PROPERTY TO BE SURVEYED, OR, IN THE CASE OF AN ORIGINAL SURVEY PREPARED FOR PURPOSES OF LOCATING AND DESCRIBING REAL PROPERTY THAT HAS NOT BEEN PREVIOUSLY SEPARATELY DESCRIBED IN DOCUMENTS CONVEYING AN INTEREST IN THE REAL PROPERTY, THE CURRENT RECORD DESCRIPTION OF THE PARENT PARCEL THAT CONTAINS THE PROPERTY TO BE SURVEYED,
B. COMPLETE COPIES OF THE MOST RECENT TITLE COMMITMENT OR, IF A TITLE COMMITMENT IS NOT AVAILABLE, OTHER TITLE EVIDENCE SATISFACTORY TO THE TITLE INSURER;
C. THE FOLLOWING DOCUMENTS FROM RECORDS ESTABLISHED UNDER STATE STATUTES FOR THE PURPOSE OF IMPARTING CONSTRUCTIVE NOTICE OF MATTERS RELATING TO REAL PROPERTY (PUBLIC RECORDS):
I. THE CURRENT RECORD DESCRIPTIONS OF ANY ADJOINERS TO THE PROPERTY TO BE SURVEYED, EXCEPT WHERE SUCH ADJOINERS ARE LOTS IN PLATTED, RECORDED SUBDIVISIONS,
II. ANY RECORDED EASEMENTS BENEFITTING THE PROPERTY TO BE SURVEYED; AND
III. ANY RECORDED EASEMENTS, SERVITUDES, OR COVENANTS BURDENING THE PROPERTY TO BE SURVEYED; AND
D. IF DESIRED BY THE CLIENT, ANY UNRECORDED DOCUMENTS AFFECTING THE PROPERTY TO BE SURVEYED AND CONTAINING INFORMATION TO WHICH THE SURVEY SHALL MAKE REFERENCE.
EXCEPTIONS, HOWEVER, IF THE DOCUMENTS IN THIS SECTION ARE NOT PROVIDED TO THE SURVEYOR OR IF NON-PUBLIC OR QUASI-PUBLIC DOCUMENTS ARE OTHERWISE REQUIRED TO COMPLETE THE SURVEY, THE SURVEYOR MUST CONDUCT THAT RESEARCH WHICH IS REQUIRED PURSUANT TO THE STATUTORY OR ADMINISTRATIVE REQUIREMENTS OF THE JURISDICTION WHERE THE SURVEYED PROPERTY IS LOCATED AND THAT RESEARCH (IF ANY) WHICH IS NEGOTIATED AND OUTLINED IN THE TERMS OF THE CONTRACT BETWEEN THE SURVEYOR AND THE CLIENT.

5. FIELDWORK - THE SURVEY MUST BE PERFORMED ON THE GROUND (EXCEPT AS MAY BE OTHERWISE NEGOTIATED PURSUANT TO TABLE A, ITEM 15 BELOW). EXCEPT AS RELATED TO THE PRECISION OF THE BOUNDARY, WHICH IS ADDRESSED IN SECTION 3.E. ABOVE, FEATURES LOCATED DURING THE FIELDWORK SHALL BE LOCATED TO WHAT IS, IN THE SURVEYOR'S PROFESSIONAL OPINION, THE APPROPRIATE DEGREE OF PRECISION BASED ON (A) THE PLANNED USE OF THE SURVEYED PROPERTY, IF REPORTED IN WRITING TO THE SURVEYOR BY THE CLIENT, LENDER, OR INSURER, OR (B) THE EXISTING USE, IF THE PLANNED USE IS NOT SO REPORTED. THE FIELDWORK SHALL INCLUDE THE FOLLOWING:
A. MONUMENTS
I. THE LOCATION, SIZE, CHARACTER, AND TYPE OF ANY MONUMENTS FOUND DURING THE FIELDWORK.
II. THE LOCATION, SIZE, CHARACTER, AND TYPE OF ANY MONUMENTS SET DURING THE FIELDWORK, IF ITEM 1 OF TABLE A WAS SELECTED OR IF OTHERWISE REQUIRED BY APPLICABLE JURISDICTIONAL REQUIREMENTS AND/OR STANDARDS OF PRACTICE.
III. THE LOCATION, DESCRIPTION, AND CHARACTER OF ANY LINES THAT CONTROL THE BOUNDARIES OF THE SURVEYED PROPERTY.
B. RIGHTS OF WAY AND ACCESS
I. THE DISTANCE FROM THE APPROPRIATE CORNER OR CORNERS OF THE SURVEYED PROPERTY TO THE NEAREST RIGHT OF WAY LINE, IF THE SURVEYED PROPERTY DOES NOT ABUT A RIGHT OF WAY.
II. THE NAME OF ANY STREET, HIGHWAY, OR OTHER PUBLIC OR PRIVATE WAY ABUTTING THE SURVEYED PROPERTY, TOGETHER WITH THE WIDTH OF THE TRAVELLED WAY AND THE LOCATION OF EACH EDGE OF THE TRAVELLED WAY INCLUDING ON DIVIDED STREETS AND HIGHWAYS. IF THE DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR PURSUANT TO SECTION 4 INDICATE NO ACCESS FROM THE SURVEYED PROPERTY TO THE ABUTTING STREET OR HIGHWAY, THE WIDTH AND LOCATION OF THE TRAVELLED WAY NEED NOT BE LOCATED.
III. VISIBLE EVIDENCE OF PHYSICAL ACCESS (E.G., CURB CUTS, DRIVEWAYS) TO ANY ABUTTING STREETS, HIGHWAYS, OR OTHER PUBLIC OR PRIVATE WAYS.
IV. THE LOCATION AND CHARACTER OF VEHICULAR, PEDESTRIAN, OR OTHER FORMS OF ACCESS BY OTHER THAN THE APPARENT OCCUPANTS OF THE SURVEYED PROPERTY TO OR ACROSS THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (E.G., DRIVEWAYS, ALLEYS, PRIVATE ROADS, RAILROADS, RAILROAD SIDINGS AND SPURS, SIDEWALKS, FOOTPATHS).
V. WITHOUT EXPRESSING A LEGAL OPINION AS TO OWNERSHIP OR NATURE, THE LOCATION AND EXTENT OF ANY POTENTIALLY ENCROACHING ROADS, ALLEYS, AND OTHER WAYS OF ACCESS ACROSS ADJOINING PROPERTIES ONTO THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
VI. WHERE DOCUMENTATION OF THE LOCATION OF ANY STREET, ROAD, OR HIGHWAY RIGHT OF WAY ABUTTING, ON, OR CROSSING THE SURVEYED PROPERTY WAS NOT DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR WAS NOT OTHERWISE AVAILABLE FROM THE CONTROLLING JURISDICTION (SEE SECTION 6.C.IV. BELOW), THE EVIDENCE AND LOCATION OF PARCEL CORNERS ON THE SAME SIDE OF THE STREET AS THE SURVEYED PROPERTY RECOVERED DURING THE FIELDWORK FROM WHICH MAY INDICATE THE LOCATION OF THE RIGHT OF WAY LINES (E.G., LINES OF OCCUPATION, SURVEY MONUMENTS).
VII. EVIDENCE OF ACCESS TO AND FROM WATERS ADJOINING THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (E.G., PATHS, RAMPS, SLIPS, LAUNCHES, PIERS, DOCKS).
C. LINES OF POSSESSION AND IMPROVEMENTS ALONG THE BOUNDARIES
I. THE CHARACTER AND LOCATION OF EVIDENCE OF POSSESSION OR OCCUPATION ALONG THE PERIMETER OF THE SURVEYED PROPERTY, BOTH BY THE OCCUPANTS OF THE SURVEYED PROPERTY AND BY ADJOINERS, OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
II. UNLESS PHYSICAL ACCESS IS RESTRICTED, THE CHARACTER AND LOCATION OF ALL WALLS, BUILDINGS, FENCES, AND OTHER IMPROVEMENTS WITHIN FIVE FEET OF EACH SIDE OF THE BOUNDARY LINES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (SEE SECTION 5.E.IV. REGARDING UTILITY POLES). TREES, BUSHES, SHRUBS, AND OTHER VEGETATION NEED NOT BE LOCATED OTHER THAN AS SPECIFIED IN THE CONTRACT, UNLESS THEY ARE DEEMED BY THE SURVEYOR TO BE EVIDENCE OF POSSESSION OR OCCUPATION PURSUANT TO SECTION 5.C.I.
III. WITHOUT EXPRESSING A LEGAL OPINION AS TO THE OWNERSHIP OR NATURE OF THE POTENTIAL ENCROACHMENT, THE EVIDENCE, LOCATION, AND EXTENT OF POTENTIALLY ENCROACHING STRUCTURAL APPURTENANCES AND PROJECTIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (E.G., FIRE ESCAPES, BAY WINDOWS, WINDOW WELLS, DOORS, STAIRS, STOOPS, EAVES, CORNICES, AND OVERHANGS). THE SURVEY SHALL INDICATE WHETHER ANY ENCROACHMENTS OBSERVED ARE SHARED OR ARE ON THE PROPERTY OF ADJOINERS.
D. BUILDINGS
THE LOCATION OF BUILDINGS ON THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
E. EASEMENTS AND SERVITUDES
I. EVIDENCE OF ANY EASEMENTS OR SERVITUDES BURDENING THE SURVEYED PROPERTY AS DISCLOSED IN THE DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR PURSUANT TO SECTION 4 AND OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
II. EVIDENCE OF EASEMENTS, SERVITUDES, OR OTHER USES BY OTHER THAN THE APPARENT OCCUPANTS OF THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK OR OBTAINED BY THE SURVEYOR PURSUANT TO SECTION 4, BUT OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK IF THEY ARE ON OR ACROSS THE SURVEYED PROPERTY (E.G., ROAD, DRIVES, SIDEWALKS, PATHS AND OTHER WAYS OF ACCESS, UTILITY SERVICE LINES, UTILITY LOCATE MARKINGS (INCLUDING THE SOURCE OF THE MARKINGS, WITH A NOTE IF UNKNOWN), WATER COURSES, DITCHES, DRAINS, TELEPHONE LINES, FIBER OPTIC LINES, ELECTRIC LINES, WATER LINES, SEWER LINES, OIL PIPELINES, GAS PIPELINES).
III. SURFACE INDICATIONS OF UNDERGROUND EASEMENTS OR SERVITUDES ON OR ACROSS THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (E.G., UTILITY CUTS, VENT PIPES, FILLER PIPES, UTILITY LOCATE MARKINGS (INCLUDING THE MARKINGS WITH A NOTE IF UNKNOWN).
IV. EVIDENCE ON OR ABOVE THE SURFACE OF THE SURVEYED PROPERTY OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK WHICH EVIDENCE MAY INDICATE UTILITIES LOCATED ON, OVER, OR BENEATH THE SURVEYED PROPERTY. EXAMPLES OF SUCH EVIDENCE INCLUDE PIPELINE MARKERS, UTILITY LOCATE MARKINGS (INCLUDING THE SOURCE OF THE MARKINGS, WITH A NOTE IF UNKNOWN), MANHOLES, VALVES, METERS, TRANSFORMERS, PEDESTALS, CLEAN-OUTS, AND UTILITY VAULTS, BOXES, AND COVERS, AND WITH ANY ACCOMPANYING NOTES IF DEEMED NECESSARY BY THE SURVEYOR.
V. THE LOCATION OF PIPE, VALVE, OR STRUCTURE FORMING A BOUNDARY OF THE SURVEYED PROPERTY.
F. CEMETERIES
AS ACCURATELY AS THE EVIDENCE PERMITS, THE PERIMETER OF CEMETERIES AND BURIAL GROUNDS, AND THE LOCATION OF ISOLATED GRAVESITES NOT WITHIN A CEMETERY OR BURIAL GROUND, (1) DISCLOSED IN THE DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR OR (2) OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
G. WATER FEATURES
I. THE LOCATION OF SPRINGS, PONDS, LAKES, STREAMS, RIVERS, CANALS, DITCHES, MARSHES, AND SWAMPS ON, RUNNING THROUGH, OR OUTSIDE, BUT WITHIN FIVE FEET OF, THE PERIMETER BOUNDARY OF THE SURVEYED PROPERTY AND OBSERVED DURING THE PROCESS OF CONDUCTING THE FIELDWORK.
II. THE LOCATION OF THE WATER FEATURE FORMING A BOUNDARY OF THE SURVEYED PROPERTY. THE ATTRIBUTE(S) OF THE WATER FEATURE LOCATED (E.G., TOP OF BANK, EDGE OF WATER, HIGH WATER MARK) SHOULD BE CONSISTENT WITH THE BOUNDARY AS DESCRIBED IN THE RECORD DESCRIPTION OR, IN THE CASE OF AN ORIGINAL SURVEY, IN THE NEW DESCRIPTION (SEE SECTION 6.E.VI. BELOW).

6. PLAT OR MAP - THE PLAT OR MAP OF AN ALTA/NSPS LAND TITLE SURVEY SHALL SHOW THE FOLLOWING INFORMATION. WHERE DIMENSIONING IS APPROPRIATE, DIMENSIONS SHALL BE ANNOTATED TO WHAT IS, IN THE SURVEYOR'S PROFESSIONAL OPINION, THE APPROPRIATE DEGREE OF PRECISION BASED ON (A) THE PLANNED USE OF THE SURVEYED PROPERTY, IF REPORTED IN WRITING TO THE SURVEYOR BY THE CLIENT, LENDER, OR INSURER, OR (B) EXISTING USE, IF THE PLANNED USE IS NOT SO REPORTED.
A. FIELD LOCATIONS THE EVIDENCE AND LOCATIONS GATHERED, AND THE MONUMENTS AND LINES LOCATED DURING THE FIELDWORK PURSUANT TO SECTION 5 ABOVE, WITH ACCOMPANYING NOTES IF DEEMED NECESSARY BY THE SURVEYOR OR AS OTHERWISE REQUIRED AS SPECIFIED BELOW.
B. BOUNDARY, DESCRIPTIONS, DIMENSIONS, AND CLOSURES
I. (A) THE CURRENT RECORD DESCRIPTION OF THE SURVEYED PROPERTY, OR
(B) IN THE CASE OF AN ORIGINAL SURVEY, THE CURRENT RECORD DOCUMENT NUMBER OF THE PARENT TRACT THAT CONTAINS THE SURVEYED PROPERTY.
II. ANY NEW DESCRIPTION OF THE SURVEYED PROPERTY THAT WAS PREPARED IN CONJUNCTION WITH THE SURVEY, INCLUDING A STATEMENT EXPLAINING WHY THE NEW DESCRIPTION WAS PREPARED. EXCEPT IN THE CASE OF AN ORIGINAL SURVEY, PREPARATION OF A NEW DESCRIPTION SHOULD BE AVOIDED UNLESS DEEMED NECESSARY OR APPROPRIATE BY THE SURVEYOR AND INSURER. PREPARATION OF A NEW DESCRIPTION SHOULD ALSO GENERALLY BE AVOIDED WHEN THE RECORD DESCRIPTION IS A LOT OR BLOCK IN A PLATTED, RECORDED SUBDIVISION. EXCEPT IN THE CASE OF AN ORIGINAL SURVEY, IF A NEW DESCRIPTION IS PREPARED, A NOTE MUST BE PROVIDED STATING (A) THAT THE NEW DESCRIPTION DESCRIBES THE SAME REAL ESTATE AS THE RECORD DESCRIPTION OR, (B) IF IT DOES NOT, HOW THE NEW DESCRIPTION DIFFERS FROM THE RECORD DESCRIPTION.
III. THE POINT OF BEGINNING, THE REMOTE POINT OF BEGINNING OR POINT OF COMMENCEMENT (IF APPLICABLE) AND ALL DISTANCES AND DIRECTIONS IDENTIFIED IN THE RECORD DESCRIPTION OF THE SURVEYED PROPERTY (AND IN THE NEW DESCRIPTION, IF ONE WAS PREPARED). WHERE A MEASURED OR CALCULATED DIMENSION DIFFERS FROM THE RECORD BY AN AMOUNT DEEMED SIGNIFICANT BY THE SURVEYOR, SUCH DIMENSION MUST BE SHOWN IN ADDITION TO, WHERE IT DIFFERS FROM THE RECORD BASIS, THE DIFFERENCE. SHALL BE SO RECORDED OR FILED.
AND DIFFERENTIATED FROM, THE CORRESPONDING RECORD DIMENSION. ALL DIMENSIONS SHOWN ON THE SURVEY AND CONTAINED IN ANY NEW DESCRIPTION MUST BE HORIZONTAL GROUND DIMENSIONS UNLESS OTHERWISE NOTED.
IV. THE DIRECTION, DISTANCE, AND CURVE DATA NECESSARY TO COMPUTE A MATHEMATICAL CLOSURE OF THE SURVEYED BOUNDARY. A NOTE IF THE RECORD DESCRIPTION DOES NOT MATHEMATICALLY CLOSE. THE BASIS OF BEARINGS AND,
V. THE REMAINDER OF ANY RECORDED LOT OR EXISTING PARCEL, WHEN THE SURVEYED PROPERTY IS COMPOSED OF ONLY A PORTION OF SUCH LOT OR PARCEL. SHALL BE GRAPHICALLY DEPICTED. SUCH REMAINDER NEED NOT BE INCLUDED AS PART OF THE ACTUAL SURVEY, EXCEPT TO THE EXTENT NECESSARY TO LOCATE THE LINES AND CORNERS OF THE SURVEYED PROPERTY, AND IT NEED NOT BE FULLY DIMENSIONED OR DRAWN AT THE SAME SCALE AS THE SURVEYED PROPERTY.
VI. WHEN THE SURVEYED PROPERTY INCLUDES A TITLE LINE DEFINED BY A WATER BOUNDARY, A NOTE ON THE FACE OF THE PLAT OR MAP NOTING THE DATE THE BOUNDARY WAS MEASURED, WHICH ATTRIBUTE(S) OF THE WATER FEATURE WAS/WERE LOCATED, AND THE CAVEAT THAT THE BOUNDARY IS SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND THAT IT MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE, WHEN THE SURVEYOR IS AWARE OF NATURAL OR ARTIFICIAL REALIGNMENTS OR CHANGES IN SUCH BOUNDARIES. THE EXTENT OF THOSE CHANGES AND FACTS SHALL BE SHOWN OR EXPLAINED.
VII. THE RELATIONSHIP OF THE BOUNDARIES OF THE SURVEYED PROPERTY TO ITS ADJOINERS (E.G., CONTIGUITY, GAPS, OVERLAPS) WHERE ASCERTAINABLE FROM DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR PURSUANT TO SECTION 4 AND/OR FROM FIELD EVIDENCE GATHERED DURING THE PROCESS OF CONDUCTING THE FIELDWORK. IF THE SURVEYED PROPERTY IS COMPOSED OF MULTIPLE PARCELS, THE EXTENT OF ANY GAPS OR OVERLAPS BETWEEN THOSE PARCELS MUST BE IDENTIFIED. WHERE GAPS OR OVERLAPS ARE IDENTIFIED, THE SURVEYOR MUST, PRIOR TO OR UPON DELIVERY OF THE FINAL PLAT OR MAP, DISCLOSE THIS TO THE INSURER AND CLIENT.
VIII. WHEN, IN THE OPINION OF THE SURVEYOR, THE RESULTS OF THE SURVEY DIFFER SIGNIFICANTLY FROM THE RECORD, OR IF A FUNDAMENTAL DECISION RELATED TO THE BOUNDARY RESOLUTION IS NOT CLEARLY REFLECTED ON THE PLAT OR MAP, THE SURVEYOR MUST EXPLAIN THIS INFORMATION WITH NOTES ON THE FACE OF THE PLAT OR MAP.
IX. THE LOCATION OF BUILDINGS ON THE SURVEYED PROPERTY DIMENSIONED PERPENDICULAR TO THOSE PERIMETER BOUNDARY LINES THAT THE SURVEYOR DEEMS APPROPRIATE (I.E., WHERE POTENTIALLY IMPACTED BY A SETBACK LINE) AND/OR AS REQUESTED BY THE CLIENT, LENDER OR INSURER.
X. A NOTE ON THE FACE OF THE PLAT OR MAP EXPLAINING THE SITE CONDITIONS THAT RESULTED IN A RELATIVE POSITIONAL PRECISION THAT EXCEEDS THE MAXIMUM ALLOWED PURSUANT TO SECTION 3.E.V.
XI. A NOTE ON THE FACE OF THE PLAT OR MAP IDENTIFYING AREAS, IF ANY, ON THE BOUNDARIES OF THE SURVEYED PROPERTY, TO WHICH PHYSICAL ACCESS WITHIN FIVE FEET WAS RESTRICTED (SEE SECTION 5.C.II.).
XII. A NOTE ON THE FACE OF THE PLAT OR MAP IDENTIFYING THE SOURCE OF THE TITLE COMMITMENT OR OTHER TITLE EVIDENCE PROVIDED PURSUANT TO SECTION 4, AND THE EFFECTIVE DATE AND THE NAME OF THE INSURER OF SAME.
C. EASEMENTS, SERVITUDES, RIGHTS OF WAY, ACCESS, AND DOCUMENTS
I. THE LOCATION, WIDTH, AND RECORDING INFORMATION OF ALL PLOTTABLE RIGHTS OF WAY, EASEMENTS, AND SERVITUDES BURDENING AND BENEFITTING THE SURVEYED PROPERTY, AS EVIDENCED BY DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR PURSUANT TO SECTION 4,
II. A SUMMARY OF ALL RIGHTS OF WAY, EASEMENTS, AND OTHER SURVEY-RELATED MATTERS BURDENING THE SURVEYED PROPERTY AS EVIDENCED BY DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR PURSUANT TO SECTION 4. SUCH SUMMARY MUST INCLUDE THE RECORD INFORMATION OF EACH SUCH RIGHT OF WAY, EASEMENT, OR OTHER SURVEY-RELATED MATTER, A STATEMENT INDICATING WHETHER IT LIES WITHIN OR CROSSES THE SURVEYED PROPERTY, AND A RELATED NOTE IF:
(A) ITS LOCATION IS SHOWN,
(B) ITS L

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

CAR WASH NOISE STUDY

CAR WASH NOISE STUDY

11760, Tamiami Trail E, Naples, Florida

Prepared for:

11760 Property LLC

21 Sawgrass Drive

Lemont, IL 60439

Prepared by:

Robert M. Lilkendey, Principal Consultant

RML Acoustics, LLC

14688 NW 150th Lane

Alachua, Florida 32615

January 31, 2024

I. INTRODUCTION

RML Acoustics was engaged to perform a study to estimate the noise levels from equipment to be used at a proposed car wash facility to be located at 11760 Tamiami Trail East in Naples, Florida, to compare the results to the quantitative noise level limits described in the Collier County Noise Ordinance, and to provide recommendations to reduce the sound levels to comply with the noise level limits, if necessary. Sound level measurements conducted by RML Acoustics at a similar car wash in Orlando, Florida, were used to obtain noise source data for the analysis. Figure 1 on Page 2 contains an aerial showing the location of the proposed car wash and vacuum/cleaning stations relative to the Hitching Post Co-Op, Inc., which is the nearest residential development to the southwest and the receiving property of concern for this study.

II. NOISE SOURCES

RML Acoustics evaluated the loudest noise sources associated with the proposed car wash facility – the wash cycle and dryer fans in the car wash building, the vacuum producer, and the handheld vacuums when removed from their holsters and used to vacuum cars.

- According to the Client, the dryer fans that will be used are the Model A120 Advantage Drying System manufactured by Aerodry Systems, LLC. These are located at the exit from the tunnel. Noise source sound level data for the dryer fans used in the analysis was based on sound levels measured 50 ft from the tunnel entrance at a similar tunnel washer facility in Orlando, Florida, which utilizes the Model A120 Advantage Drying System. The Model A120 Advantage Drying System is the loudest (by 2 dB) of the six system options in the Advantage Drying System family according to acoustical test data provided by the manufacturer. If a different model, such as the A60 or A75 is used, the sound levels will be lower. An image of the dryer from the equipment manufacturer is included in Figure 2.

- According to the Client, the vacuum producers will be two Sonny's Model 37-K Vacuum Producers, or similar, both with 30 horsepower motors. One will be located in the building and the other in the location shown in Figure 1. Source sound level data for these units were obtained from sound level measurements conducted by RML Acoustics on an identical unit at a car wash in Orlando, Florida. A photograph of the vacuum producer is shown in Figure 3.

- Sound levels for handheld vacuums used to clean cars parked in the vacuum and cleaning stalls were obtained from a car wash in Orlando, Florida, which uses the 30 hp vacuum producers described above. A photograph showing the vacuum stations with the handheld vacuum wand in the holster is included in Figure 4.

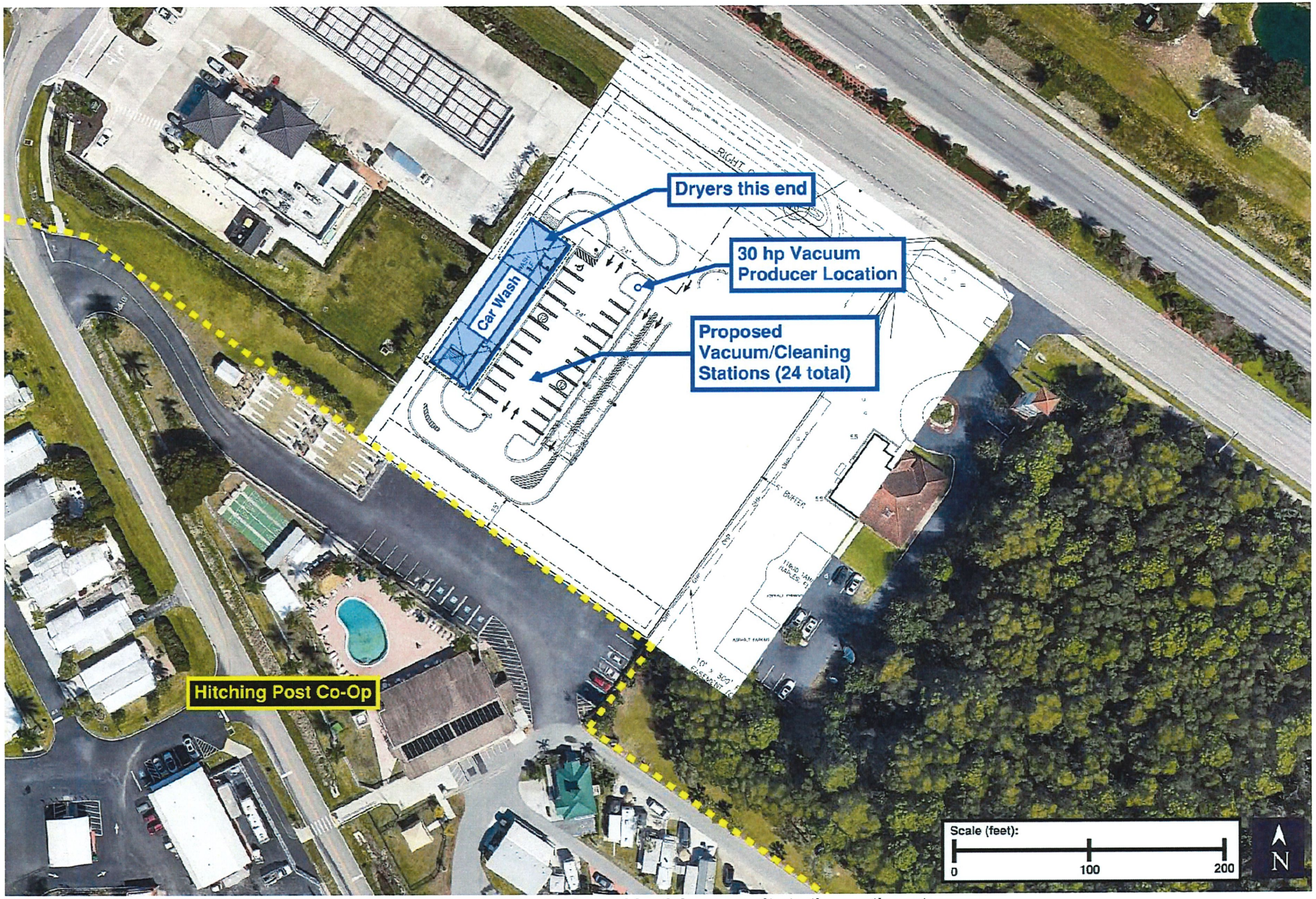


Figure 1. Aerial showing the proposed car wash location relative to the residential community to the southwest.



Figure 2. Image of Aerodry Advantage Dryer system.

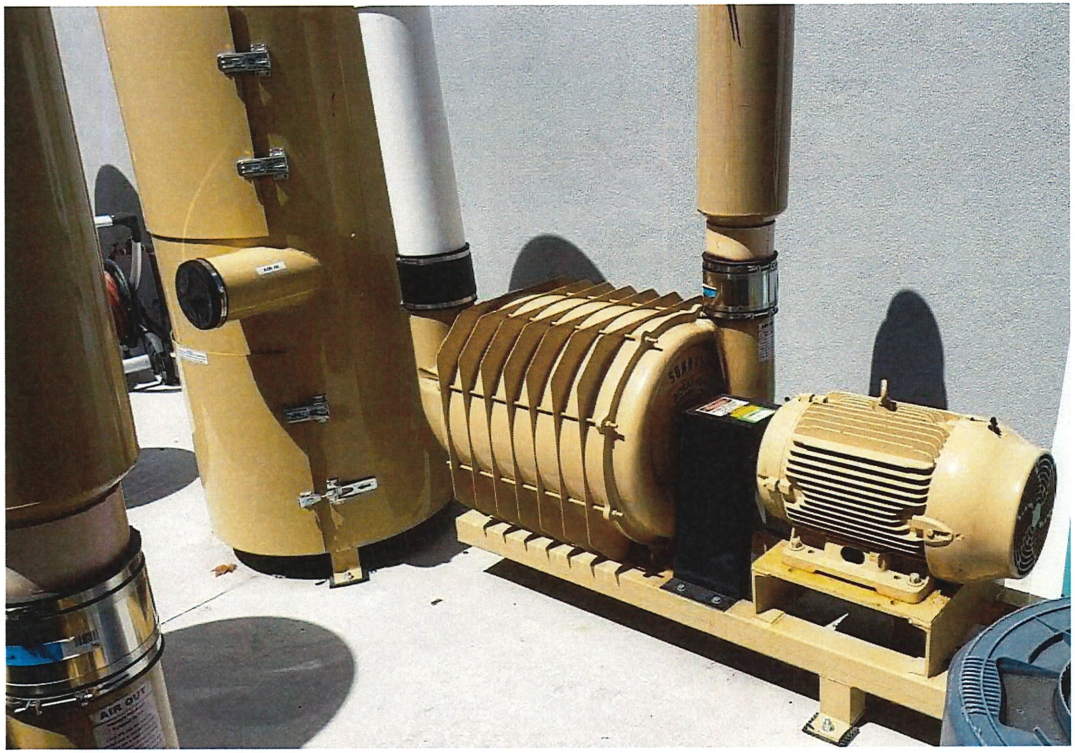


Figure 3. Photograph of a typical Sonny's 30 hp Vacuum Producer.



Figure 4. Photograph of handheld vacuum wands in holsters.

III. NOISE ORDINANCE REQUIREMENTS

The proposed car wash property is subject to the restrictions described in the Collier County Noise Ordinance. Article IV, *Noise*, of the Collier County Code of Ordinances (hereafter, "Noise Ordinance"), establishes maximum permissible sound levels for sound propagating to receiving properties when measured at the receiving property line or on the receiving property. The Noise Ordinance defines a "Residential" receiving land use as "all premises containing habitually occupied sleeping quarters." It also defines other property types and "Commercial" properties as those that do not fall into the other categories. Therefore, based on the definitions contained in the Noise Ordinance, the property immediately adjacent to the car wash property to the southwest that contains horseshoe pits, parking and the pool area/clubhouse is considered "Commercial" property and the other properties to the south and southwest would be considered "Residential" property. These property delineations are described in Figure 5, which contains a mark-up of an aerial map with property limits obtained from the Collier County Property Appraiser website.

Per Section 54-92, *Maximum permissible sound levels*, of the Noise Ordinance, the maximum permissible sound levels during the daytime (7 am to 10 pm) for "Commercial" receiving land uses are 65 dBA and 77 dBC and for "Residential" receiving land uses are 60 dBA and 72 dBC. According to the Client, the car wash facility will only be open during daytime hours, so only the daytime sound level limits are used to evaluate off-site noise propagation. The Noise Ordinance states that the metric used shall be an equivalent continuous sound level (LAeq or LCeq) measured over a period of not less than 60 seconds.

IV. NOISE STUDY METHOD

Overall Method

The overall method for the Noise Study included the following elements.

1. Measure the sound levels associated with a wash cycle, a dryer, a Sonny's 30 hp vacuum producer, and a handheld vacuum being used at a similar car wash facility in Orlando, Florida.

Definitions:

Decibel: The unit of sound level, expressed as dB.

A-weighted sound level (dBA): The A-weighted sound level is one to which an A-weighting filter has been applied. The A-weighted filter removes significant amounts of low frequency energy from the overall weighted sound level calculation to simulate the way humans perceive the loudness of sounds of low to moderate sound level. By devaluing the contribution of low frequency sounds, however, it can be a poor representation of the potential disturbance from low frequency sounds, especially at higher sound levels.

C-weighted sound level (dBC): The C-weighted sound level is one to which a C-weighting frequency filter has been applied. The C-weighted sound level removes very little low frequency sound energy from the overall weighted sound level calculation to simulate the way humans perceive the loudness of higher level sounds. The C-weighted sound level is a better indicator of the presence of low frequency sound than the more traditionally used A-weighted sound level. A significant difference (more than 10 dB) between the C-weighted and A-weighted sound levels typically indicates the presence of a strong "bass" component to the sound.

Equivalent Continuous Sound Level (L_{eq}): Often referred to as the average sound level, the Leq (or LA_{eq} if A-weighted, LC_{eq} if C-weighted) is the level of a steady-state sound which, in a stated time period and at a stated location, has the same sound energy as the time-varying sound, expressed as dB, or dBA if A-weighted and dBC if C-weighted.

Octave bands: The audible frequency range can be separated into unequal ranges of frequencies called octaves. An octave band is one in which the upper band center frequency is twice the center frequency of the adjacent, lower octave band. Octave bands allow for a more detailed understanding of the frequency distribution, or character, of the sound. They are also necessary for performing outdoor sound propagation analysis.

2. Using the source data described above, calculate the sound levels at four key receptor locations C1, C2, R1 and R2 shown in Figure 6, using sound propagation algorithms that consider the effects of distance, topography, vegetation, atmospheric effects, and barriers.

3. Compare the calculated sound levels to the sound level limits described in the Noise Ordinance.

4. Develop a sound barrier system to reduce the noise levels to comply with the Noise Ordinance.

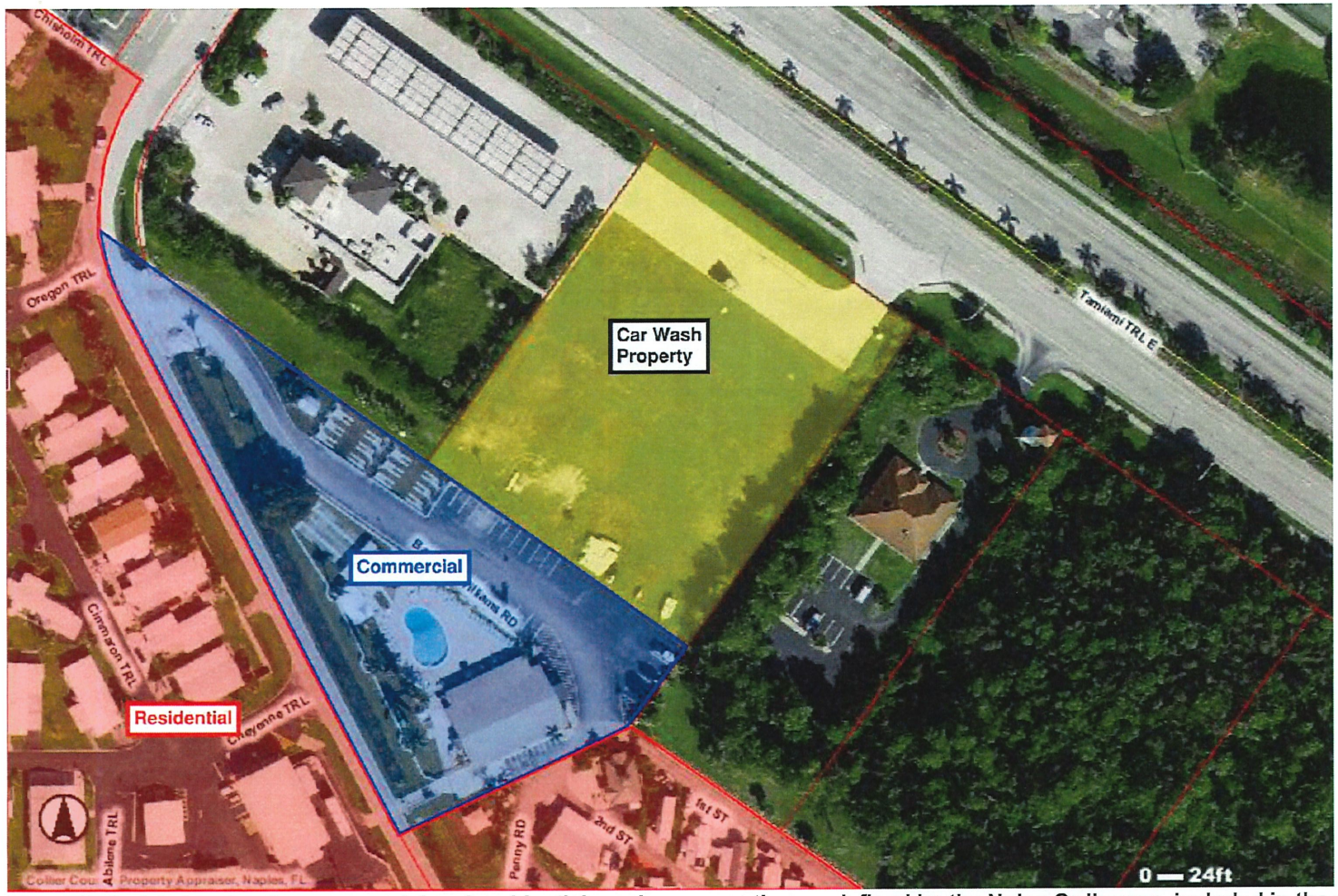


Figure 5. Aerial showing the commercial and residential receiver properties, as defined by the Noise Ordinance, included in the study.

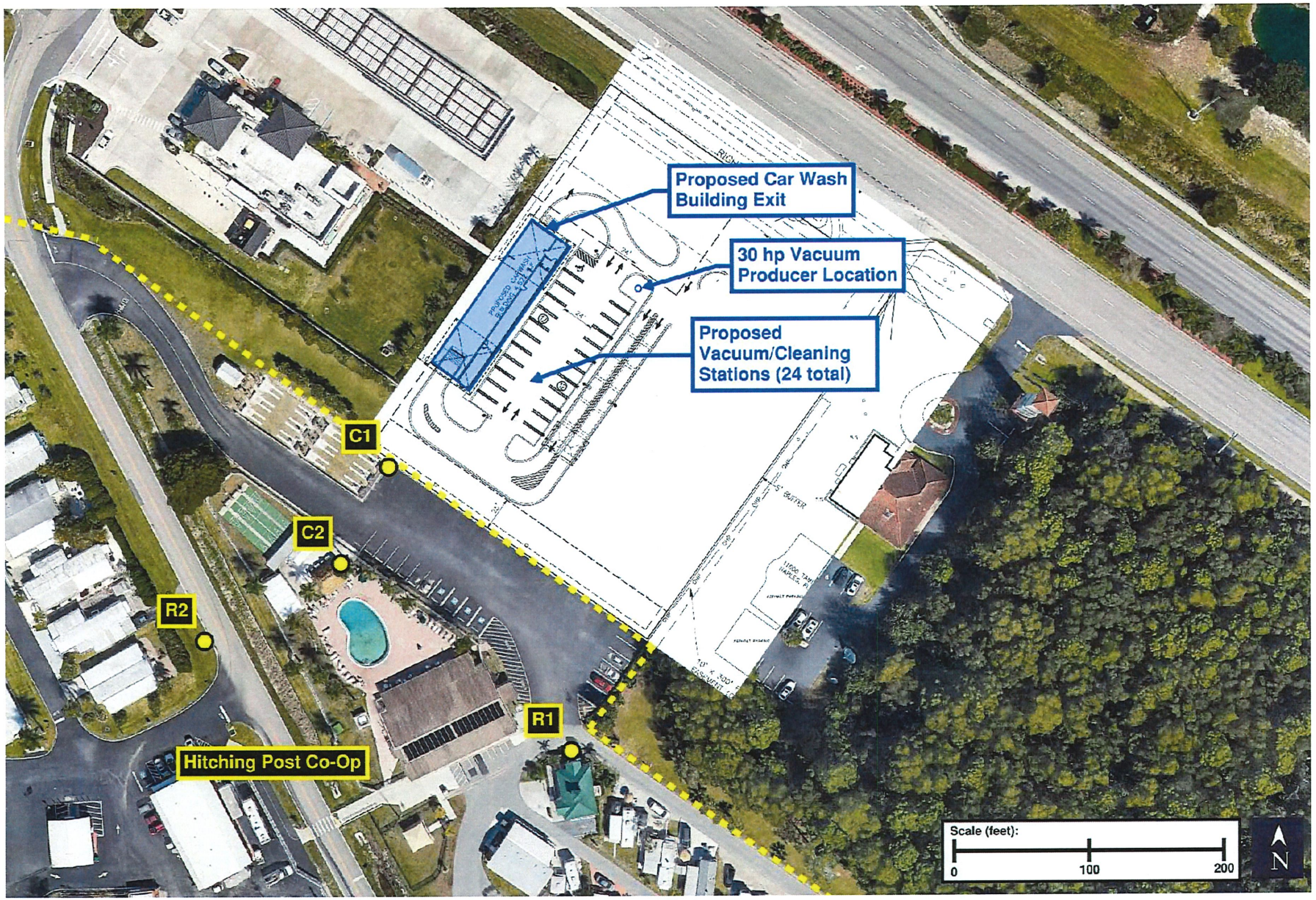


Figure 6. Aerial showing the commercial and residential receiver locations studied.

Measurement Equipment

A Larson Davis 831 Sound Level Meter was used to measure sound levels of all noise sources. This meter meets ANSI Standard S1.4 requirements for Type 1 exponential-averaging sound level meters and ANSI Standard S1.43 requirements for Type 1 integrating-averaging sound level meters. The meter was mounted on a tripod at a height of approximately 5 ft above the ground. A windscreen was affixed to the top of the microphone and the meter was calibrated with a Larson Davis CAL200 pistonphone before the measurements began and found to be within 0.1 dB of calibration at the completion of the measurements. Overall average A-weighted (LAeq), C-weighted (LCeq) and octave band (Leq) sound levels were measured at all locations.

Noise Source Sound Levels

Table 1 contains a summary of the octave band, A-weighted and C-weighted sound levels measured for each of the four noise sources included in the study and the distances at which they were measured. The octave band sound levels were used in a spreadsheet model to predict the sound levels at the four receiver locations described in Figure 6.

Table 1. Summary of the noise source sound levels, in decibels, used to calculate sound levels at receiver locations C1, C2, R1 and R2.

Noise Source	Distance Measured	Octave Band Center Frequency, in Hz								Overall dBA	Overall dBC
		63	125	250	500	1000	2000	4000	8000		
Wash Cycle	50 ft from Tunnel Entrance	68	63	60	60	59	59	59	60	66	71
Dryer Cycle	50 ft from Tunnel Entrance	72	70	72	73	70	70	65	60	76	79
Vacuum Producer	3 ft from Vacuum Producer	87	83	89	90	86	82	80	75	91	95
Handheld Vacuum	10 ft from vacuum used on metal surface in SUV trunk with trunk door open	67	61	59	60	66	72	73	73	78	77

Data Analysis Results

A worst-case scenario was evaluated for each of the four receiver locations described in Figure 6, in which the wash and dryer cycle noise sources were running for at least 60 seconds, which is the minimum sound measurement time required by the Noise Ordinance, the outdoor vacuum producer was operating continuously, and handheld vacuums were being used in six cars, with the doors open, simultaneously for at least 60 seconds. For the handheld vacuums, two scenarios were evaluated – one for receivers C1, C2 and R2 and one for receiver R1. For receivers C1, C2 and R2, the six handheld vacuum locations are shown in Figure 7. For receiver R1, the six handheld vacuum locations are shown in Figure 8. Table 2 contains a summary of the calculated A-weighted and C-weighted sound levels at each of the receiver locations compared to the Noise Ordinance's sound level limits.

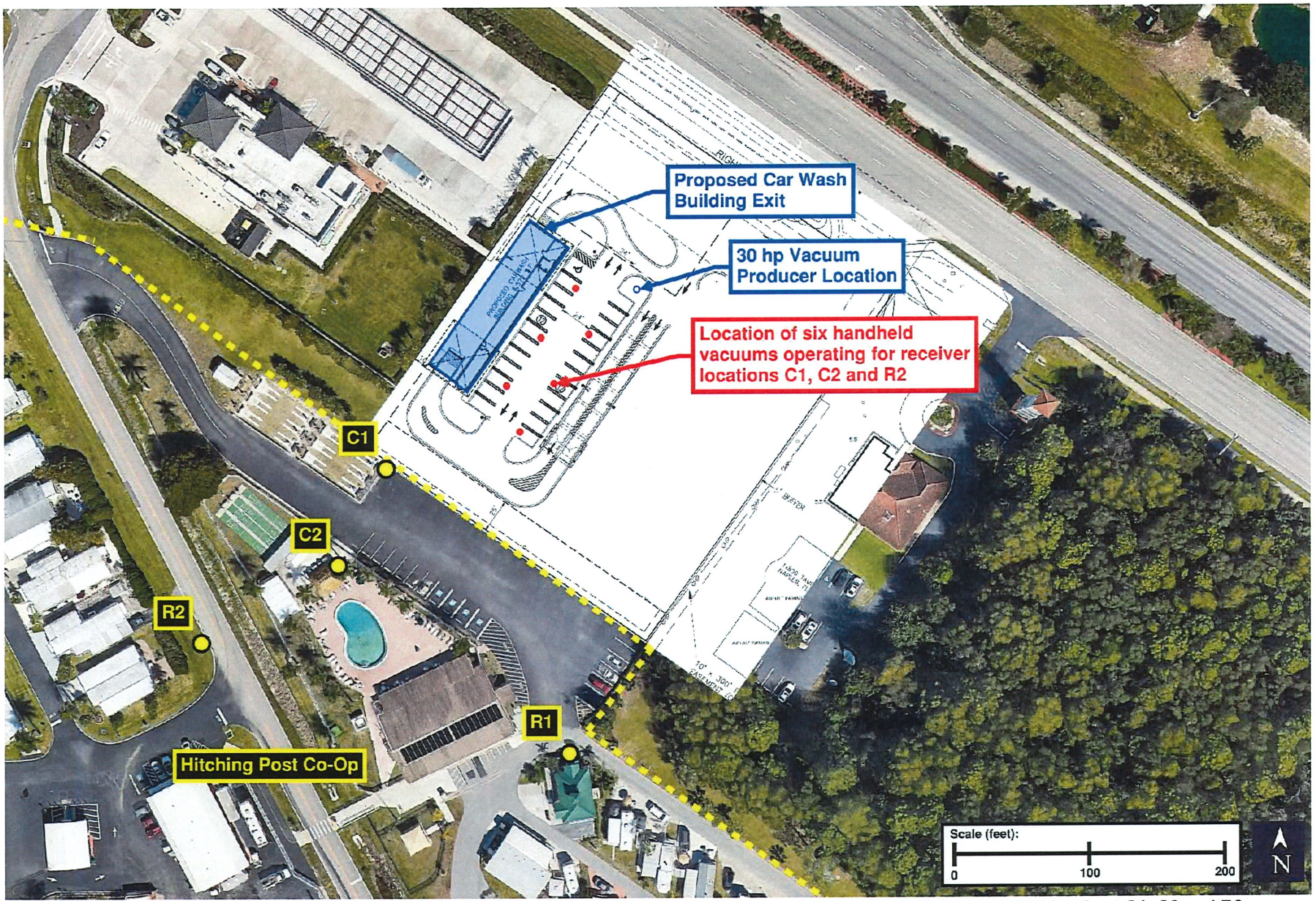


Figure 7. Aerial showing the six locations where handheld vacuums were assumed to be operating for the analysis of sound levels at C1, C2 and R2.

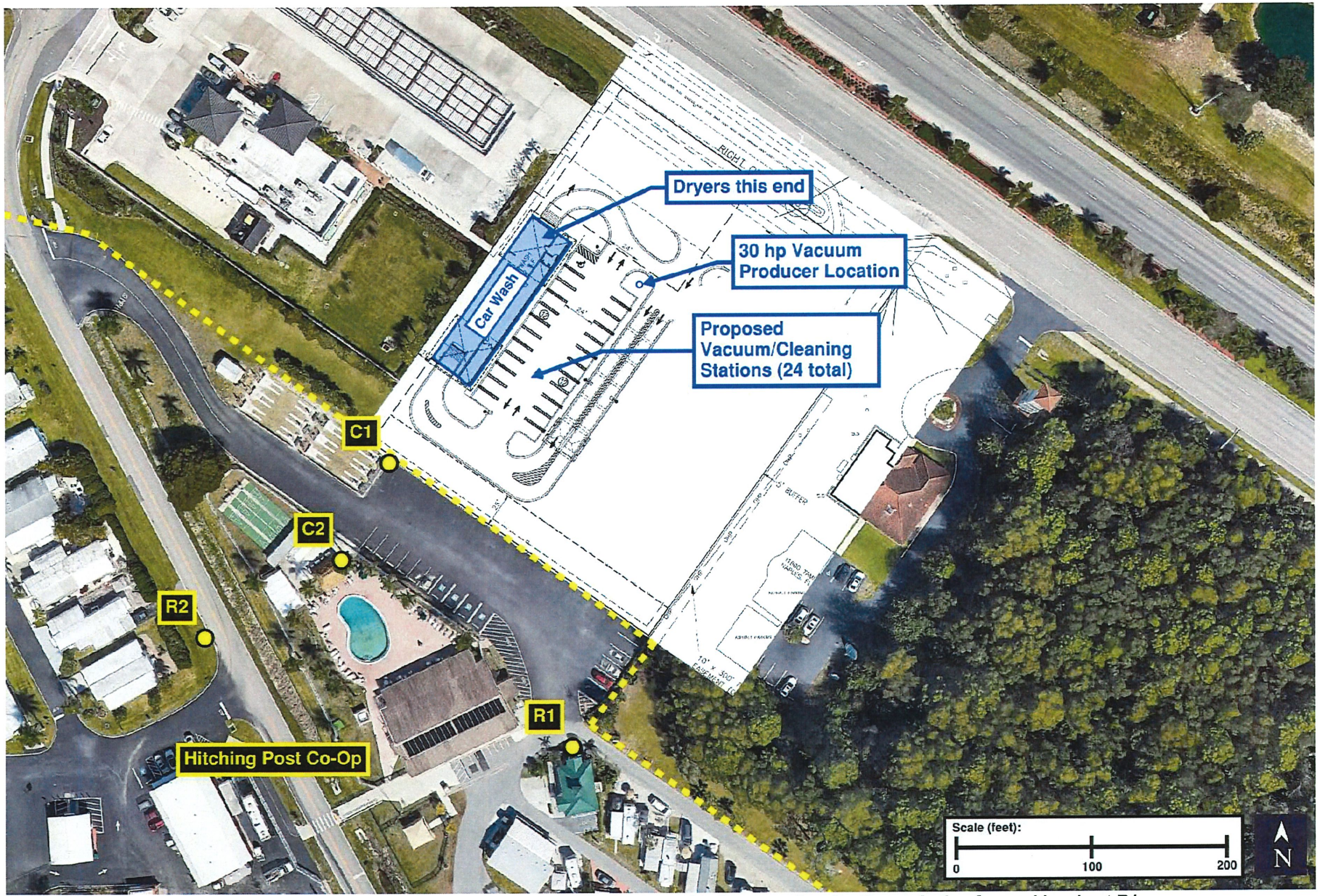


Figure 8. Aerial showing the six locations where handheld vacuums were assumed to be operating for the analysis of sound levels at R1.

Table 2. Summary of calculated sound levels at receiver locations.

Receiver Location	Calculated Sound Level		Noise Ordinance Sound Level Limit		Complies with Noise Ordinance?	
	dBA	dBC	dBA	dBC	dBA	dBC
C1	73	76	65	77	**No**	Yes
C2	67	70	65	77	**No**	Yes
R1	62	65	60	72	**No**	Yes
R2	63	66	60	72	**No**	Yes

The results in Table 2 show that the sound levels from the scenario studied exceed the A-weighted sound level limits at all four locations. A sound barrier analysis was conducted to determine the height of a sound barrier needed to reduce the sound levels such that they would comply with the Noise Ordinance's sound level limits.

Sound Barrier Wall

Based on the analysis described above, a sound barrier wall that has a height that is 2 ft above the top of the opening of the car wash tunnel and extends from a point aligned with the entrance to the tunnel on the west side property line to the south property line and along the south property line for a distance of 140 ft, as shown in Figure 9, is required. The analysis assumes a 10 ft high opening to the car wash tunnel and therefore the barrier will be 12 ft high, relative to the height of the floor of the car wash tunnel. The barrier wall must have a minimum Sound Transmission Class (STC) rating of 32, when tested in accordance with ASTM Standard E90. The portion of wall along the west property line and for 45 ft along the south property line directly across from the car wash building (see Figure 9) must have a sound absorbing face that faces the car wash (to reduce sound reflections off the building), with a minimum Noise Reduction Coefficient (NRC) of 1.0 based on tests conducted in accordance with ASTM Standard C423. The AIL Sound Wall Silent Protector XL (https://www.ailsoundwalls.com/product/silent-protector-absorptive/) is recommended for the absorptive barrier and the AIL Sound Wall Tuff Barrier XL (https://www.ailsoundwalls.com/product/tuf-barrier-reflective-pvc-walls/) is recommended for the solid barrier. Please refer to Table 3 for a summary of the sound levels calculated at the four receiver locations with the 12 ft high barrier included in the analysis, showing that the sound levels at all locations comply with the daytime sound level limits described in the Noise Ordinance due to the addition of the sound barrier wall.

Table 3. Summary of calculated sound levels at receiver locations with 12 ft sound barrier as shown in Figure 9.

Receiver Location	Calculated Sound Level		Noise Ordinance Sound Level Limit		Complies with Noise Ordinance?	
	dBA	dBC	dBA	dBC	dBA	dBC
C1	61	69	65	77	Yes	Yes
C2	60	65	65	77	Yes	Yes
R1	58	62	60	72	Yes	Yes
R2	55	60	60	72	Yes	Yes

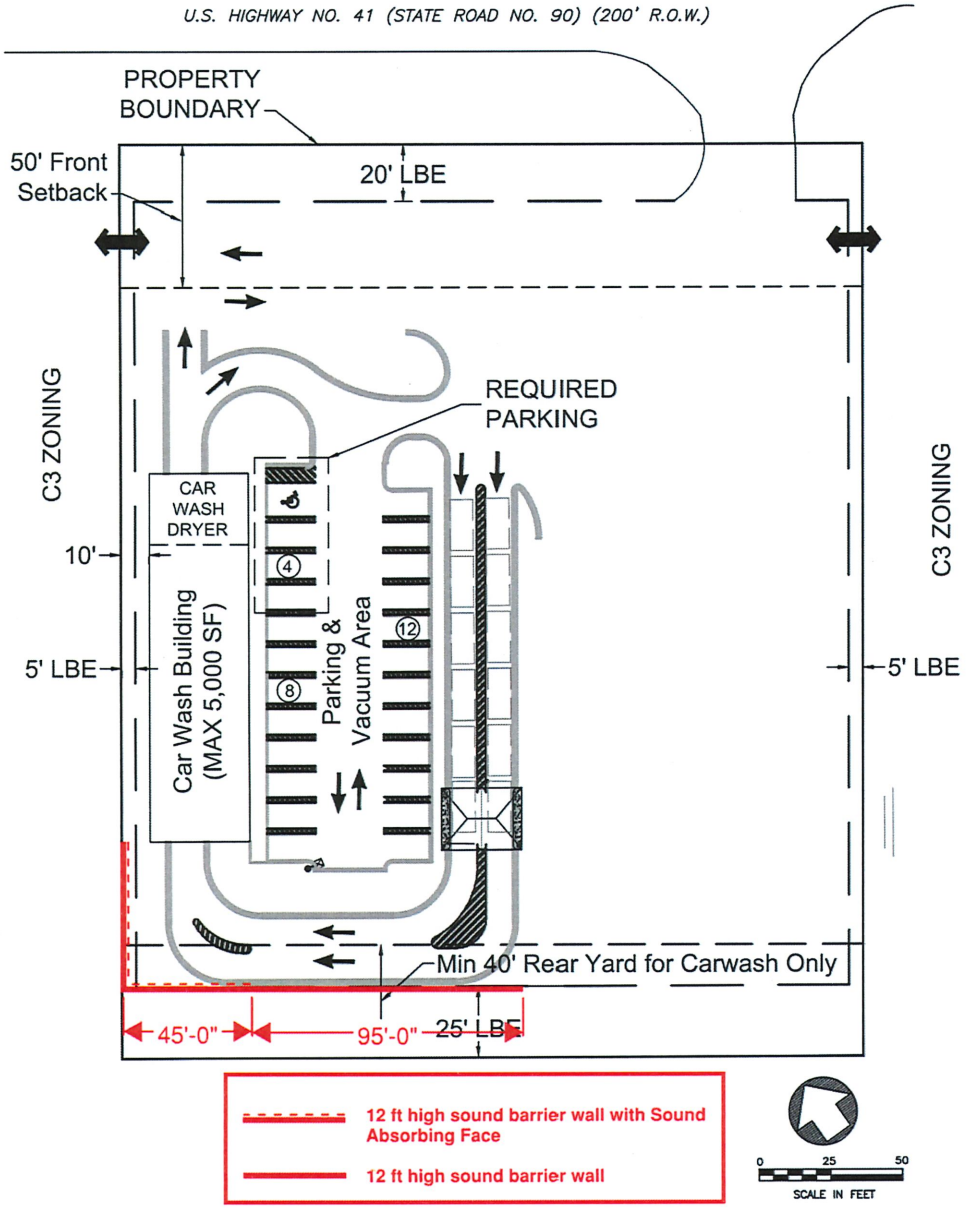


Figure 9. Plan showing the extent of the 12 ft tall sound barrier required to comply with the Noise Ordinance.

V. CONCLUSIONS

Based on the results of this study, a sound barrier wall that extends to a height that is 2 ft above the top of the car wash tunnel opening, which is assumed to be at 10 ft above the ground, and runs along the west and south property lines, as shown in Figure 9, is required to reduce the sound levels to comply with the quantitative sound level limits contained in the Collier County Noise Ordinance at the commercial and residential receiver locations to the south and southwest of the property, based on a reasonable worst-case scenario that consists of the wash cycle, dryer cycle, vacuum pump and six handheld vacuums operating simultaneously for at least 60 seconds. The portion of the sound barrier wall along the west and southwest of the property shown in Figure 9 must have a sound absorbing face so that sound does not reflect off the wall, then off the building and back over the wall.

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

DECLARATION OF RESTRICTIVE COVENANTS

(OR 5129 PG 1360-1365)

INSTR 5095164 OR 5129 PG 1360 RECORDED 3/16/2015 11:38 AM PAGES 6
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $52.50

Prepared by and to be returned to:
RaceTrac Petroleum, Inc.
Attn: Corporate Counsel-Real Estate
3225 Cumberland Boulevard, Suite 100
Atlanta, Georgia 30339

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the **"Declaration"**) is made as of the 9th day of March, 2015 by, **BAREFOOT 11700 LLC**, a Florida limited liability company, whose address is 4770 Wellington Drive, Long Grove, Illinois 60047 (hereinafter referred to as **"Declarant"**).

W I T N E S S E T H:

WHEREAS, Declarant, successor-in-interest to the Jean Mason Trust, simultaneously herewith has leased to **RaceTrac Petroleum, Inc.**, a Georgia corporation (**"RaceTrac"**), that certain real property situated in Collier County, Florida, being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes (the "**RaceTrac Property**"); and

WHEREAS, under the provisions of that certain Ground Lease Agreement by and between Declarant and RaceTrac Petroleum, Inc., having an effective date of June 6, 2014, as amended (the "**Lease Agreement**"), Declarant agreed to place the following restrictions on certain real property owned or controlled by Declarant, and/or any entity which in whole or in part owns or controls Declarant or is owned or controlled by Declarant, and/or any other person, corporation, partnership or legal entity in which Landlord has, or subsequently acquires, an interest (collectively "**Declarant's Affiliates**");

NOW, THEREFORE, Declarant, for and in consideration of the sum of One Dollar ($1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, covenants and agrees, and for itself and Declarant's Affiliates, and its and their respective successors, legal representatives and assigns, does hereby covenant and declare as follows:

1. No retail outlet for motor fuels or convenience store, and no advertising of the foregoing, shall be constructed, maintained or operated on all or any portion of land which is presently owned or controlled by Declarant or Declarant's Affiliates located within one-half (1/2) mile of any boundary of the RaceTrac Property (the "**Declarant's Property**") including, but not limited to, that property more particularly described on **Exhibit "B"** attached hereto and made a part hereof for all purposes.

2. No sign or structure shall be erected, built, placed or maintained within that portion of the Declarant's Property more particularly described on **Exhibit "C"** attached hereto and made a

part hereof (the "**Tenant Exclusive Area**"), provided, however, the foregoing shall not prohibit any and all approaches, driveways, curb cuts, parking spaces, landscaping or other improvements.

3. Any conveyance of any part or all of the Declarant's Property affected by the covenants and restrictions referenced in Paragraphs 1 and 2 hereinabove, shall include a reference to said covenants and restrictions; provided, however, that the binding nature of said covenants and restrictions shall not be affected by a failure to include such reference.

4. The above restrictions and covenants shall be deemed to be covenants and restrictions running with the land for the benefit of the RaceTrac Property and as a burden upon the Declarant's Property affected thereby, and shall be in full force and effect for a period equal to the longest period allowed by applicable law and shall be binding upon Declarant and its respective heirs, successors, legal representatives, successors-in-title and assigns, and shall be enforceable by RaceTrac, its successors, assigns, successors-in-title and tenants.

5. In the case of any violation or attempted violation by Declarant and its respective heirs, successors, legal representatives, successors-in-title or assigns of any of the covenants or restrictions contained within this Declaration, RaceTrac, its successors, assigns, successors-in-title and tenants may enforce these covenants and restrictions by injunction or other appropriate proceedings and the prevailing party shall be entitled to recover its damages, costs and reasonable attorneys' fees.

6. It is the intention of Declarant that should there be any provision or provisions of this Declaration which shall prove to be invalid, void, illegal or unenforceable by reason of present or future laws or rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions of this Declaration shall in no way affect, impair or invalidate any of the remaining provisions of this Declaration, and all such remaining provisions shall remain in full force and effect. Furthermore, it is the intention of the Declarant that if any provision or provisions are declared to be invalid, void, illegal or unenforceable by reason of present or future laws, rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions shall be revised by such governmental body or entity or court to render same fully valid and, to the extent possible, conform to the terms of this Declaration. Such revised provision or provisions shall then be fully binding upon the Declarant as if they were contained in this Declaration.

(SIGNATURES COMMENCE ON FOLLOWING PAGE)

DECLARANT:

Signed, sealed and delivered
in the presence of:

Witness
Printed Name Jennifer Wood

Witness
Printed Name Antonio Faga

BAREFOOT 11700 LLC, a Florida limited liability company

By: _____
Name: Gregg Mason
Title: Manager

(SEAL)

STATE OF FLORIDA
COUNTY OF Collier

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Gregg Mason, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be the Manager of **BAREFOOT 11700 LLC**, a Florida limited liability company, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this 28th day of ~~February~~ January, 2015.

My Commission Expires:

Notary Public

(NOTARY SEAL)

ANTONIO FAGA
MY COMMISSION # EE 069175
EXPIRES: June 5, 2015
Bonded Thru Notary Public Underwriters

EXHIBIT "A"
RACETRAC PROPERTY

LEGAL DESCRIPTION

A PORTION OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 5011 AT PAGE 78 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

COMMENCE AT THE WEST 1/4 CORNER SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; PROCEED NORTHERLY ALONG THE SECTION LINE BETWEEN SAID SECTION 33 AND SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, NORTH 02 DEGREES 49'48" EAST, 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 44.24 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3,210.55 FEET, A CENTRAL ANGLE OF 0 DEGREES 47'22", AND A CHORD DISTANCE OF 44.23 FEET, BEARING SOUTH 54 DEGREES, 01'20" EAST TO A POINT OF TANGENCY; THENCE SOUTH 54 DEGREES 25'01" EAST ALONG SAID RIGHT OF WAY LINE 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 54 DEGREES 25'01" EAST, 600 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 35 DEGREES 34'59" WEST, 321.16 FEET; THENCE NORTH 54 DEGREES 25'01" WEST, 541.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BAREFOOT WILLIAMS ROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE FOR 132.69 FEET ALONG AN ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 18'18", AND A CHORD DISTANCE OF 127.78 FEET, BEARING NORTH 08 DEGREES 25'50" EAST TO A POINT OF TANGENCY; THENCE NORTH 35 DEGREES 34'59" EAST, 207.46 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.02°49'48"E., ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41 BEING A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 44.24 FEET HAVING A CENTRAL ANGLE OF 0°47'22", A CHORD BEARING OF S.54°01'20"E. AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 340.00 FEET; THENCE S.35°34'59"W. FOR A DISTANCE OF 321.16 FEET; THENCE N.54°25'01"W., FOR A DISTANCE OF 281.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BAREFOOT WILLIAMS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET; THENCE ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54°18'16", A CHORD BEARING OF N.08°25'50"E., A CHORD LENGTH OF 127.78 FEET AND AN ARC LENGTH OF 132.69 FEET; THENCE N.35°34'59"E., ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 207.46 FEET TO THE POINT OF BEGINNING.

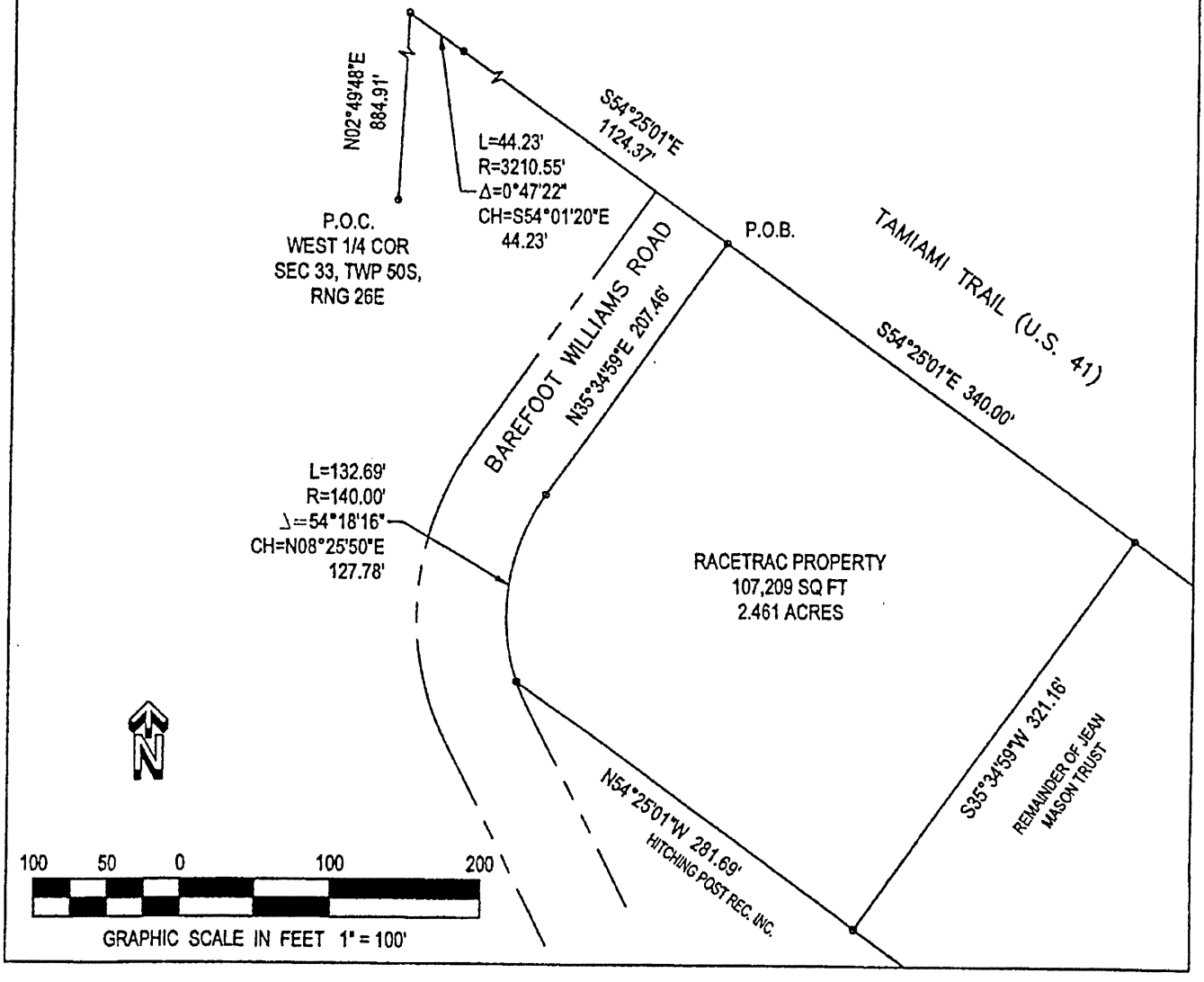


EXHIBIT "B"

DECLARANT'S PROPERTY

A portion of the following described lands:

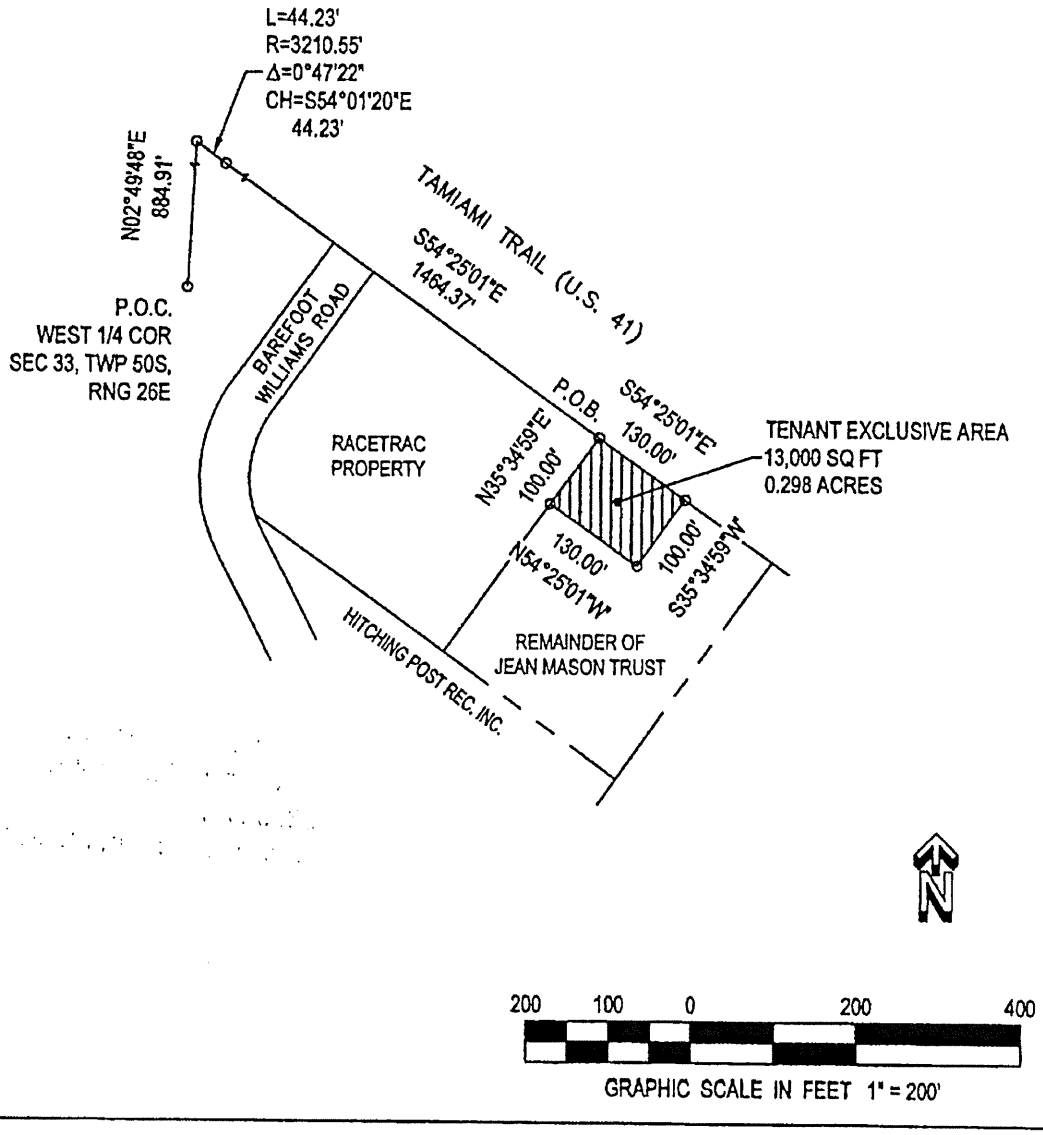
Commence at the West 1/4 corner of Section 33, Township 50 South, Range 26 East, Collier County, Florida, proceed Northerly along the section line between said Section 33 and Section 32, Township 50 South, Range 26 East, North 02 degrees 49' 48" East, 884.91 Feet to a point on the South right-of-way line of U.S. 41; thence Southeasterly along said right-of-way line, 44.24 feet along the arc of a curve concave to the Northeast having a radius of 3,210.55 feet, a central angle of 0 degrees 47' 22", and a chord distance of 44.23 feet, bearing South 54 degrees 01' 20" East to a point of tangency; thence South 54 degrees 25' 01" East along said right-of-way line 1,124.37 feet to the Point of Beginning of the herein described parcel; thence continue South 54 degrees 25' 01" East 600 feet along said right-of-way line; thence South 35 degrees 34' 59" West 321.16 feet; thence North 54 degrees 25' 01" West 541.69 feet, to a point of the East right-of-way line of Barefoot Williams Road; thence Northerly along said right-of-way line 132.69 feet along the arc of a curve concave to the East having a radius of 140.00 feet, a central angle of 54 degrees 18' 18" and a chord distance of 127.78 feet bearing North 08 degrees 25' 50" East to a point of tangency; thence North 35 degrees 34' 59" East 207.46 Feet to the Point of Beginning.

LESS AND EXCEPT:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.02°49'48"E., ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41 BEING A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 44.24 FEET HAVING A CENTRAL ANGLE OF 0°47'22", A CHORD BEARING OF S.54°01'20"E. AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 340.00 FEET; THENCE S.35°34'59"W. FOR A DISTANCE OF 321.16 FEET; THENCE N.54°25'01"W., FOR A DISTANCE OF 281.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BAREFOOT WILLIAMS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET; THENCE ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54°18'16", A CHORD BEARING OF N.08°25'50"E., A CHORD LENGTH OF 127.78 FEET AND AN ARC LENGTH OF 132.69 FEET; THENCE N.35°34'59"E., ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 207.46 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"
TENANT EXCLUSIVE AREA

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.02°49'48"E., ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41 BEING A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 44.24 FEET HAVING A CENTRAL ANGLE OF 0°47'22", A CHORD BEARING OF S.54°01'20"E. AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1464.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 54° 25' 01" EAST A DISTANCE OF 130.00 FEET; THENCE SOUTH 35° 34' 59" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 54° 25' 01" WEST A DISTANCE OF 130.00 FEET; THENCE NORTH 35° 34' 59" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.



11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

INGRESS/EGRESS, SLOPE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(OR 5129 PG 1366-1377)

INSTR 5095165 OR 5129 PG 1366 RECORDED 3/16/2015 11:38 AM PAGES 12
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $103.50

NOT A CERTIFIED COPY

Prepared by, and after recording,
please return to:

RaceTrac Petroleum, Inc.
3225 Cumberland Blvd., Ste. 100
Atlanta, Georgia 30339
Attn: Corporate Counsel-Real Estate

INGRESS/EGRESS, SLOPE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS INGRESS/EGRESS, SLOPE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is made as of the 9th day of March, 2015 (the "**Effective Date**"), by and between **BAREFOOT 11700 LLC**, a Florida limited liability company, whose mailing address is 4770 Wellington Drive, Long Grove, Illinois 60047 (hereinafter referred to as "**Barefoot**"), and **RACETRAC PETROLEUM, INC.**, a Georgia corporation, whose address is 3225 Cumberland Blvd., Suite 100, Atlanta, Georgia 30339 (hereinafter referred to as "**RaceTrac**").

WITNESSETH:

WHEREAS, Barefoot is the fee owner of certain real property located in Collier County, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein (the "**Barefoot Property**");

WHEREAS, RaceTrac is ground leasing from Barefoot certain real property located immediately adjacent to the Barefoot Property and more particularly described on **Exhibit "B"** attached hereto and incorporated by reference herein (the "**RaceTrac Property**");

WHEREAS, Barefoot has agreed to grant to RaceTrac a seventy foot (70') wide nonexclusive perpetual ingress/egress motor vehicle and pedestrian access easement over, across and within those portions of the Barefoot Property and more particularly described on **Exhibit "C"** attached hereto and incorporated by reference herein (the "**RaceTrac Easement Area**") specifically referenced in Paragraph 1 below, subject to the terms and conditions set forth below;

WHEREAS, Barefoot has also agreed to grant RaceTrac a twenty foot (20') wide slope and a temporary construction easement over a portion of the Barefoot Property, which portion is more particularly depicted and described on **Exhibit "D"** attached hereto and incorporated by reference herein (the "**Slope and Temporary Construction Easement Area**"), for purposes of, *inter alia* construction, installation, maintenance, repair and replacement of a slope embankment in connection with the improvements constructed and to be constructed on the Barefoot Property, specifically referenced in Paragraph 2 below, subject to the terms and conditions set forth below; and

WHEREAS, Barefoot hereby reserves in favor of the Barefoot Property a forty foot (40') wide nonexclusive perpetual ingress/egress motor vehicle and pedestrian access easement over, across and within those portions of the RaceTrac Property and more particularly described on **Exhibit "E"** attached hereto and incorporated by reference herein (the "**Barefoot Easement Area**") specifically referenced in Paragraph 3 below, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars ($10.00), for the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Barefoot and RaceTrac expressly agree as follows:

1. Grant of Ingress/Egress and Temporary Construction Easement to RaceTrac.

(a) Barefoot does hereby bargain, sell, grant and convey to RaceTrac, for the benefit of and as appurtenance to the RaceTrac Property, a perpetual, non-exclusive right, privilege and easement on, over and across the RaceTrac Easement Area for (i) access, ingress and egress by pedestrian traffic and by motor vehicles to and from the RaceTrac Property and Tamiami Trail (U.S. Highway 41), and vice versa, and (ii) the construction, maintenance and repair of the Driveway (as hereinafter defined).

(b) RaceTrac shall have the right, but not the obligation, to install and use utility facilities within, and to construct, pave, install, and maintain to RaceTrac's specifications, driveways, sidewalks, landscaping, and curbing and/or related curb cuts (as constructed by RaceTrac, collectively, the "**Driveway**") in the RaceTrac Easement Area at the time of RaceTrac's development of the RaceTrac Property. Barefoot hereby grants to RaceTrac, for such purpose, a temporary construction easement over and across those portions of the Barefoot Property located within twenty (20) feet of the RaceTrac Easement Area. Upon completion of the Driveway or other improvements in the RaceTrac Easement Area, RaceTrac shall maintain same in good condition and repair, subject to reimbursement on a pro-rata basis from the owner(s) of any other property having the right to use such Driveway or other improvements.

(c) In the event RaceTrac is unable to obtain any and all permits, licenses, or approvals necessary to construct and install a curb cut (and corresponding median break, if applicable) which aligns with the RaceTrac Easement Area from the RaceTrac Property and/or a curb cut which aligns the RaceTrac Easement Area onto a curb cut allowed onto Tamiami Trail (U.S. Highway 41) then, at RaceTrac's election, the RaceTrac Easement Area shall be modified to allow free and open

ingress and egress of motor vehicular travel from the RaceTrac Property and/or the RaceTrac Easement Area to the curb cut(s) which RaceTrac is able to permit, construct and install.

(d) Barefoot is prohibited from and hereby covenants not to use the RaceTrac Easement Area for parking purposes and to not construct or install parking spaces immediately adjacent to the RaceTrac Easement Area unless such spaces are separated from the RaceTrac Easement Area by curbing or some other barrier, it being the intent hereof that the RaceTrac Easement Area not be obstructed or congested with motor vehicles pulling into or out of parking spaces.

2. Grant of Slope and Temporary Construction Easement to RaceTrac. Barefoot does hereby bargain, sell, grant and convey to RaceTrac a perpetual, non-exclusive right, privilege and easement in and to, on over and across, the Slope and Temporary Construction Easement Area, for the benefit of and as an appurtenance to the RaceTrac Property, for the grading, construction, installation, maintenance, repair and replacement (collectively, "**RaceTrac's Construction Activities**") of slope embankments in connection with the improvements now or hereafter to be constructed on the Barefoot Property. The temporary construction easement included in this paragraph shall only be applicable during RaceTrac's Construction Activities.

3. Reservation of Ingress/Egress Easements by Barefoot.

(a) Barefoot does hereby reserve for the benefit of and as appurtenance to the Barefoot Property, a perpetual, non-exclusive right, privilege and easement on, over and across the Barefoot Easement Area for (i) access, ingress and egress by pedestrian traffic and by motor vehicles to and from the Barefoot Property and Barefoot Williams Road, and vice versa. It is further agreed and acknowledged that RaceTrac shall have the right to relocate the Barefoot Easement Area provided that Barefoot's rights of access to and from the Barefoot Property and Barefoot Williams Road are not materially affected.

(b) Barefoot does hereby reserve for the benefit of and as appurtenance to the Barefoot Property, a perpetual, non-exclusive right, privilege and easement on, over and across any roadways, driveways, access ways and sidewalks that may now or in the future exist from time to time on the RaceTrac Property, for pedestrian and motor vehicular access, ingress and egress; provided such easement reservation (i) shall not include the right of Barefoot to construct, install, maintain or repair any such roadways, driveways, access ways and/or sidewalks and (ii) shall not prohibit RaceTrac from time to time modifying or relocating such roadways, driveways, access ways and sidewalks on the RaceTrac Property.

(c) RaceTrac shall have the right, but not the obligation, to install, construct, maintain, repair and use utility facilities within, on or under the Barefoot Easement Area, and the right, but not the obligation, to construct, pave, install and maintain to RaceTrac's specifications, driveways, sidewalks, landscaping and curbing within and on the Barefoot Easement Area provided that Barefoot's rights of access to and from the Barefoot Property and Barefoot Williams Road are not materially affected.

4. Attorneys' Fees. In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the nonprevailing party.

5. Runs with Land. This Agreement, and the easements, rights, obligations, liabilities, and covenants created hereby shall be perpetual, shall be appurtenant to and run with title to the land affected hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and successors-in-title, including, without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them.

6. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served if by (i) hand delivery, (ii) reputable national overnight courier service, (iii) prepaid, certified U.S. Mail, return receipt requested and shall be effective upon delivery or refusal, or (iv) facsimile or electronic transmission during normal business hours, provided, however, that the same is also deposited in the mail in compliance with either (ii) or (iii) above. Any such notice, demand, or request shall be addressed to the applicable party as follows:

To Barefoot: Barefoot 11700 LLC
4770 Wellington Drive
Long Grove, Illinois 60047
Attn: Gregg Mason

To RaceTrac: RaceTrac Petroleum, Inc.
3225 Cumberland Blvd., Ste. 100
Atlanta, Georgia 30339
Attn: Corporate Counsel-Real Estate

A party's address for notice may be changed from time to time by such party by written notice to the other party hereto.

7. Grant of Easements Only. The parties are not conveying any land or title herein, but merely granting the rights, privileges and easements hereinabove set forth, subject to the conditions set forth hereinabove. This Agreement is not and shall not be construed, interpreted or enforced as a dedication of all or any portion of the Barefoot Property or the RaceTrac Property to public use or to the private use of any party other than the owners and ground lessees of the Barefoot Property and RaceTrac Property, respectively, and their invitees, customers, licensees, employees, agents, and successors-in-title.

8. Indemnification and Insurance. Without limiting the terms hereof, each party hereto, by acceptance of the easement rights granted herein, covenants and agrees to indemnify and hold harmless the other party from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), liens, claims, suits and liabilities arising out of or connected with the indemnifying party's use and enjoyment of the rights granted under this Agreement, except to the extent any of the foregoing arise from the negligence or

willful misconduct of the indemnified party. Barefoot and RaceTrac shall each maintain commercial general liability insurance with commercially reasonable carriers and coverage limits, covering its property, and each party's use of the easement rights granted hereunder; provided, however, either party may elect to self-insure so long as such party's net worth exceeds One Hundred Million Dollars ($100,000,000).

9. Miscellaneous.

(a) This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida.

(b) This Agreement may not be amended, modified, or terminated except in writing, executed and acknowledged by all the parties to this Agreement or their successors or assigns.

(c) Time shall be of the essence as to all covenants, terms, and conditions in this Agreement.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

[Signatures on following pages]

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date and year first above written.

WITNESSES:

Witness
Print Name: Antonio FAGA

Witness
Print Name: Jennifer Wood

BAREFOOT:

BAREFOOT 11700 LLC,
a Florida limited liability company

By: _____
Name: Gregg Mason
Title: Mgr

[SEAL]

STATE OF Fl.
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 28 day of ~~February~~ January, 2015, by Gregg Mason as Mgr of BAREFOOT 11700 LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

ANTONIO FAGA
MY COMMISSION # EE 069175
EXPIRES: June 5, 2015
Bonded Thru Notary Public Underwriters

Printed Name

NOT A CERTIFIED COPY

(signatures continued on following page)

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date and year first above written.

WITNESSES:

Witness
Print Name: ROBERT J SUCHER

Witness
Print Name: Kurt Adams

RACETRAC:

RACETRAC PETROLEUM, INC.,
a Georgia corporation

By:
Name: BILL MILAM
Title: PRESIDENT

[CORPORATE SEAL]

CERTIFIED COPY

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this ___ day of February, 2015 by Bill Milam as President of RACETRAC PETROLEUM, INC., a Georgia corporation, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

Notary Public

Kristina M. Longfellow
Printed Name

KRISTINA M LONGFELLOW
MY COMMISSION EXPIRES
NOTARY PUBLIC
MARCH 2, 2018
FULTON COUNTY, GEORGIA

EXHIBIT "A"

BAREFOOT PROPERTY

NOT OFFICIAL DOCUMENT

A portion of the following described lands:

Commence at the West 1/4 corner of Section 33, Township 50 South, Range 26 East, Collier County, Florida, proceed Northerly along the section line between said Section 33 and Section 32, Township 50 South, Range 26 East, North 02 degrees 49' 48" East, 884.91 Feet to a point on the South right-of-way line of U.S. 41; thence Southeasterly along said right-of-way line, 44.24 feet along the arc of a curve concave to the Northeast having a radius of 3,210.55 feet, a central angle of 0 degrees 47' 22", and a chord distance of 44.23 feet, bearing South 54 degrees 01' 20" East to a point of tangency; thence South 54 degrees 25' 01" East along said right-of-way line 1,124.37 feet to the Point of Beginning of the herein described parcel; thence continue South 54 degrees 25' 01" East 600 feet along said right-of-way line; thence South 35 degrees 34' 59" West 321.16 feet; thence North 54 degrees 25' 01" West 541.69 feet, to a point of the East right-of-way line of Barefoot Williams Road; thence Northerly along said right-of-way line 132.69 feet along the arc of a curve concave to the East having a radius of 140.00 feet, a central angle of 54 degrees 18' 18" and a chord distance of 127.78 feet bearing North 08 degrees 25' 50" East to a point of tangency; thence North 35 degrees 34' 59" East 207.46 Feet to the Point of Beginning.

LESS AND EXCEPT:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.02°49'48"E., ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41 BEING A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 44.24 FEET HAVING A CENTRAL ANGLE OF 0°47'22", A CHORD BEARING OF S.54°01'20"E. AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 340.00 FEET; THENCE S.35°34'59"W. FOR A DISTANCE OF 321.16 FEET; THENCE N.54°25'01"W., FOR A DISTANCE OF 281.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BAREFOOT WILLIAMS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET; THENCE ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54°18'18", A CHORD BEARING OF N.08°25'50"E., A CHORD LENGTH OF 127.78 FEET AND AN ARC LENGTH OF 132.69 FEET; THENCE N.35°34'59"E., ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 207.46 FEET TO THE POINT OF BEGINNING.

OFFICIAL COPY

EXHIBIT "B"
RACETRAC PROPERTY

LEGAL DESCRIPTION

A PORTION OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 5011 AT PAGE 78 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

COMMENCE AT THE WEST 1/4 CORNER SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; PROCEED NORTHERLY ALONG THE SECTION LINE BETWEEN SAID SECTION 33 AND SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, NORTH 02 DEGREES 49'48" EAST, 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 44.24 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3,210.55 FEET, A CENTRAL ANGLE OF 0 DEGREES 47'22", AND A CHORD DISTANCE OF 44.23 FEET, BEARING SOUTH 54 DEGREES, 01'20" EAST TO A POINT OF TANGENCY; THENCE SOUTH 54 DEGREES 25'01" EAST ALONG SAID RIGHT OF WAY LINE 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 54 DEGREES 25'01" EAST, 600 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 35 DEGREES 34'59" WEST, 321.16 FEET; THENCE NORTH 54 DEGREES 25'01" WEST, 541.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BAREFOOT WILLIAMS ROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE FOR 132.69 FEET ALONG AN ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 18'18", AND A CHORD DISTANCE OF 127.78 FEET, BEARING NORTH 08 DEGREES 25'50" EAST TO A POINT OF TANGENCY; THENCE NORTH 35 DEGREES 34'59" EAST, 207.46 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.02°49'48"E., ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41 BEING A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 44.24 FEET HAVING A CENTRAL ANGLE OF 0°47'22", A CHORD BEARING OF S.54°01'20"E. AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1,124.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 340.00 FEET; THENCE S.35°34'59"W. FOR A DISTANCE OF 321.16 FEET; THENCE N.54°25'01"W., FOR A DISTANCE OF 281.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BAREFOOT WILLIAMS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET; THENCE ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54°18'16", A CHORD BEARING OF N.08°25'50"E., A CHORD LENGTH OF 127.78 FEET AND AN ARC LENGTH OF 132.69 FEET; THENCE N.35°34'59"E., ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 207.46 FEET TO THE POINT OF BEGINNING.

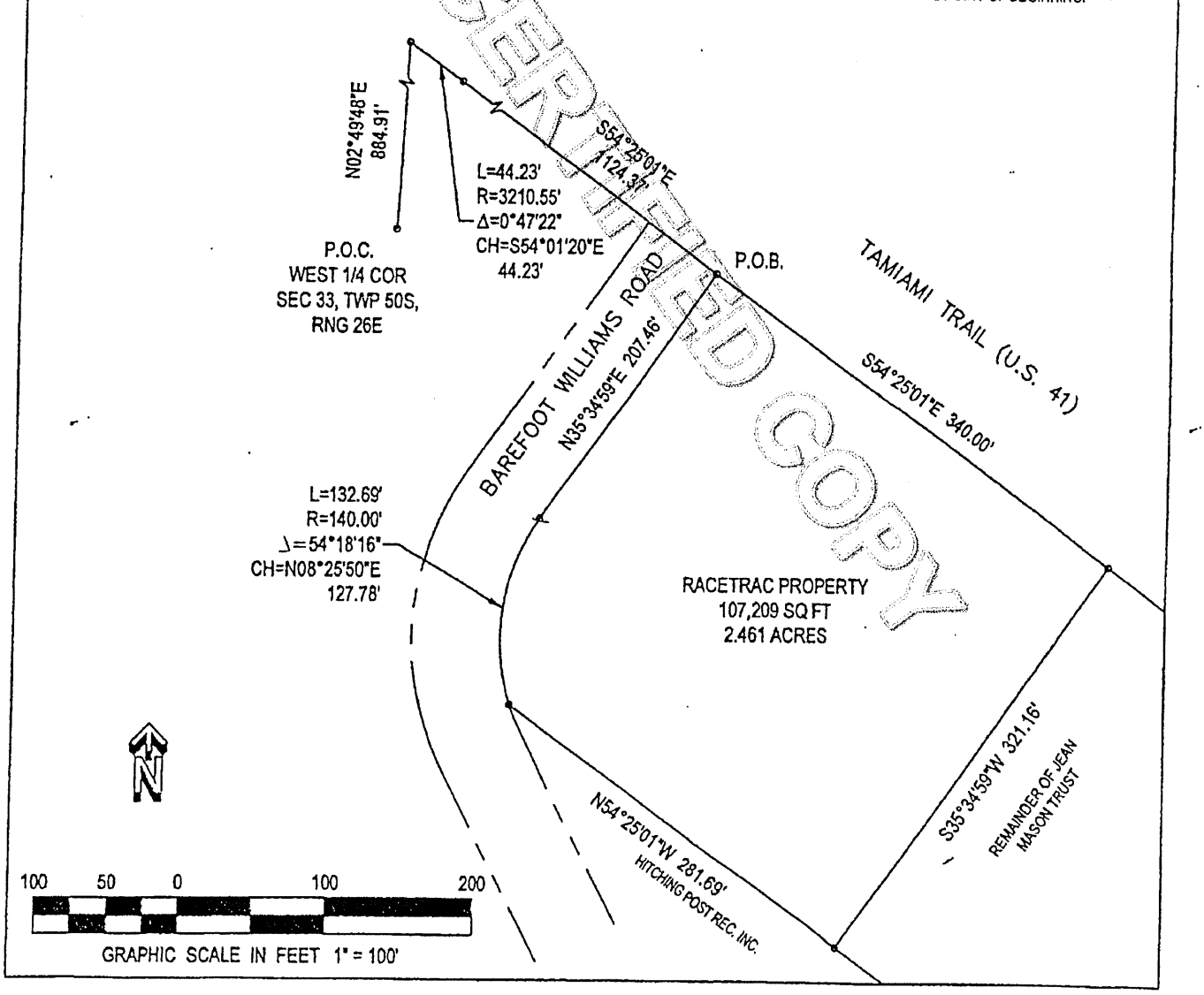


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EXHIBIT "C"
INGRESS / EGRESS EASEMENT AREA 1

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.02°49'48"E., ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41 BEING A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 44.24 FEET HAVING A CENTRAL ANGLE OF 0°47'22", A CHORD BEARING OF S.54°01'20"E. AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1464.37 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;THENCE SOUTH 54° 25' 01" EAST A DISTANCE OF 260.00 FEET; THENCE SOUTH 35° 34' 59" WEST A DISTANCE OF 70.00 FEET; THENCE NORTH 54° 25' 01" WEST A DISTANCE OF 260.00 FEET; THENCE NORTH 35° 34' 59" EAST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

NOT A CERTIFIED COPY

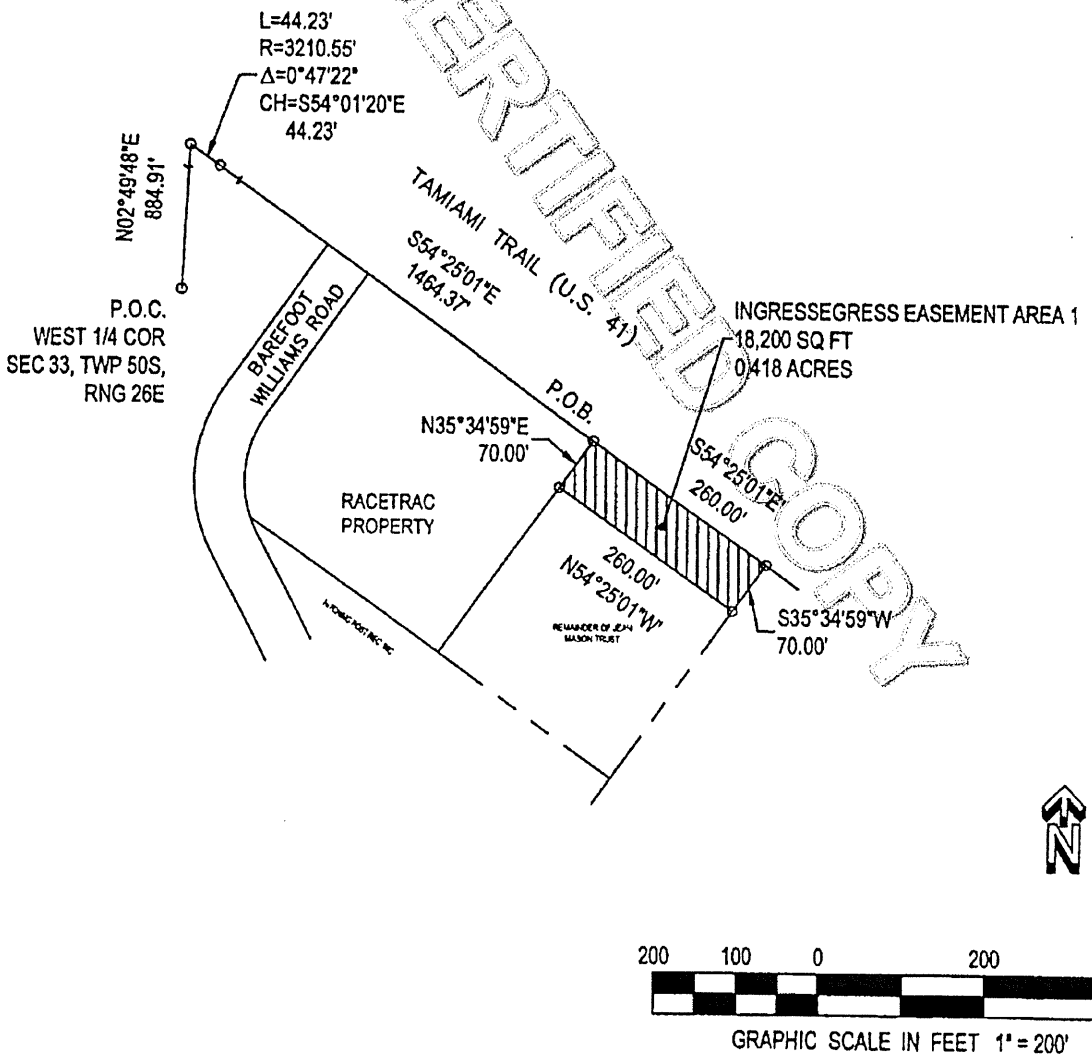

EXHIBIT "D"
SLOPE EASEMENT AREA

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.02°49'48"E., ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41 BEING A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 44.24 FEET HAVING A CENTRAL ANGLE OF 0°47'22", A CHORD BEARING OF S.54°01'20"E. AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1464.37 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 35° 34' 59" WEST FOR A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 54° 25' 01" EAST A DISTANCE OF 260.00 FEET; THENCE SOUTH 35° 34' 59" WEST A DISTANCE OF 12.00 FEET; THENCE NORTH 54° 25' 01" WEST A DISTANCE OF 250.00 FEET; THENCE SOUTH 35° 34' 59" WEST A DISTANCE OF 82.00 FEET; THENCE NORTH 54° 25' 01" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 35° 34' 59" EAST A DISTANCE OF 94.00 FEET TO THE POINT OF BEGINNING.

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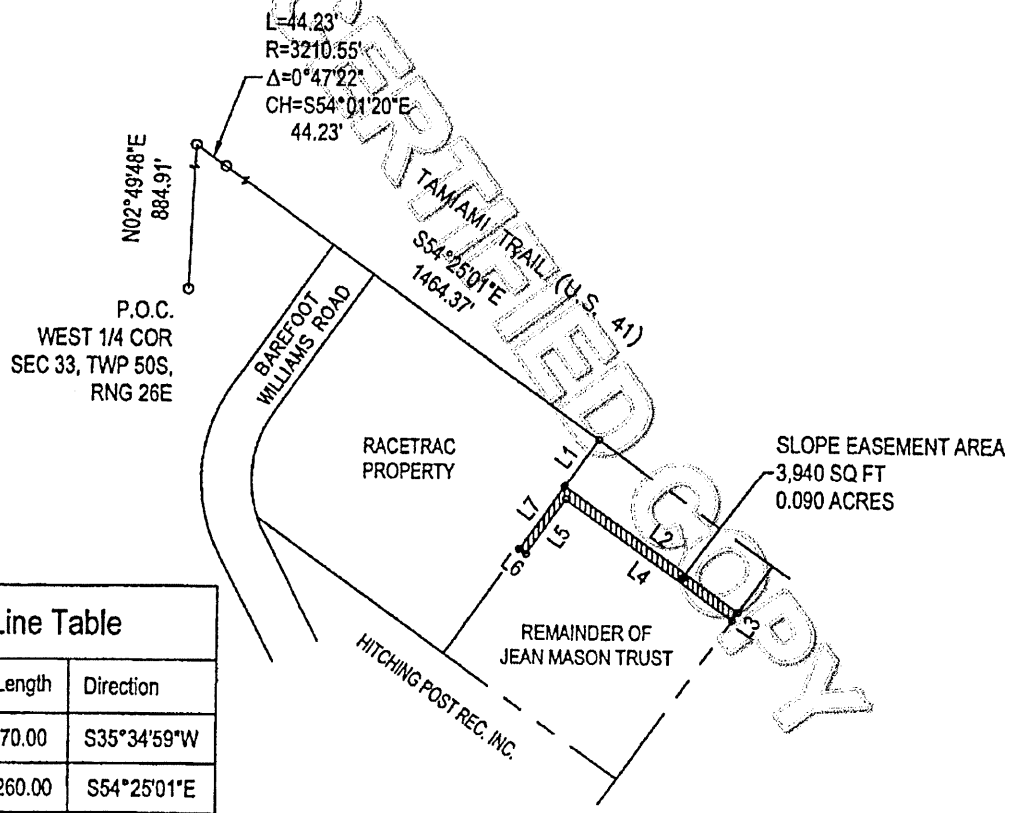
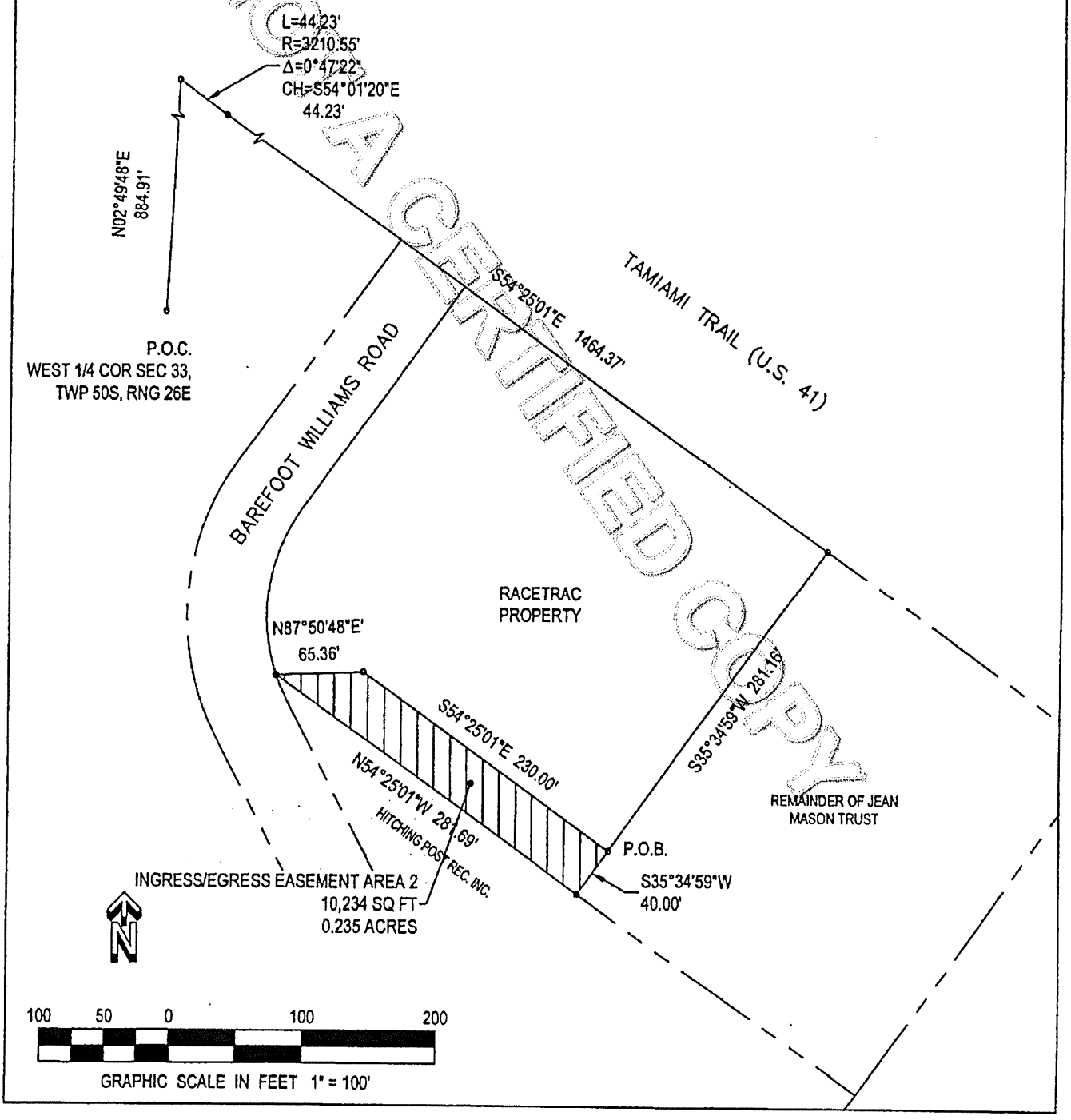


Line Table		
Line #	Length	Direction
L1	70.00	S35°34'59"W
L2	260.00	S54°25'01"E
L3	12.00	S35°34'59"W
L4	250.00	N54°25'01"W
L5	82.00	S35°34'59"W
L6	10.00	N54°25'01"W
L7	94.00	N35°34'59"E

EXHIBIT "E"

INGRESS / EGRESS EASEMENT AREA 2

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE N.02°49'48"E., ALONG THE WEST LINE OF SAID SECTION 33, FOR A DISTANCE OF 884.91 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF US 41 BEING A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3210.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 44.24 FEET HAVING A CENTRAL ANGLE OF 0°47'22", A CHORD BEARING OF S.54°01'20"E. AND A CHORD OF 44.23 FEET TO A POINT OF TANGENCY; THENCE S.54°25'01"E. ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 1464.37 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 35° 34' 59" WEST FOR A DISTANCE OF 281.16 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 35° 34' 59" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 54° 25' 01" WEST A DISTANCE OF 281.69 FEET; THENCE NORTH 87° 50' 48" EAST A DISTANCE OF 65.36 FEET; THENCE SOUTH 54° 25' 01" EAST A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING.



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11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

TRAFFIC IMPACT STATEMENT

TREBILCOCK
CONSULTING SOLUTIONS

Traffic Impact Statement

11760 Tamiami Trail East – Growth Management Plan Amendment/Rezone

Collier County, FL
06/16/2023

Prepared for:

Hole Montes
950 Encore Way, Suite 200
Naples, FL 34110
Phone: 239-254-2000

Prepared by:

Trebilcock Consulting Solutions, PA
2800 Davis Boulevard, Suite 200
Naples, FL 34104
Phone: 239.566.9551
Email: ddratnol@trebilcock.biz

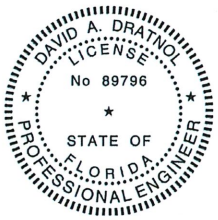
Collier County Transportation Methodology Review Fee – $500.00

Collier County Transportation Review Fee – Major Study – $1,500.00

Note: The fee will be collected at the time of GMPA/Rezone submittal.

Statement of Certification

I certify that this Traffic Impact Statement has been prepared by me or under my immediate supervision and that I have experience and training in the field of Traffic and Transportation Engineering.



Digitally signed by David Dratnol
DN: c=US, st=Florida, l=Naples, o=David Dratnol, cn=David Dratnol, email=ddratnol@trebilcock.biz
Date: 2023.06.16 15:15:34 -04'00'

David A. Dratnol, PE
FL Registration No. 89796
Trebilcock Consulting Solutions, PA
2800 Davis Boulevard, Suite 200
Naples, FL 34104
Company Cert. of Auth. No. 27796

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Project Description

The 11760 Tamiami Trail East project is a proposed development located on the south side of US 41 (Tamiami Trail East) between Barefoot Williams Road and Habitat Drive, west of Collier Boulevard in Section 33, Township 50 South, Range 26 East, in Collier County Florida. Refer to **Figure 1 – Location Map**.

Figure 1 – Location Map



The site is comprised of a single parcel which is currently vacant. The parcel is approximately 1.92 acres and is zoned C-3, Commercial Intermediate District. The requested rezoning is to C-4, General Commercial District. The site plan is in **Appendix A: Master Concept Plan**.

There is an existing interconnection between the subject parcel and the existing gas station to the west.

The proposed development is illustrated in **Table 1.**

Table 1
ITE – Development Land Use Designation

Development	Land Use [SIC Code in Brackets]	ITE LUC	Size (ITE variable)
Fast-Food Restaurant	Fast-Food Restaurant with Drive-Through Window [5812]	934 – Fast-Food Restaurant with Drive-Through Window	5,000 SF
Automated car wash	Automated Car Wash [7542]	948 – Automated Car Wash	5,000 SF and 1 Car Wash Tunnel

Traffic generation associated with the proposed development is evaluated generally based on ITE Trip Generation Manual, 11th Edition and ITE Trip Generation Handbook, 3rd Edition. In agreement with ITE Land Use Code (LUC) descriptions, the ITE land use designations are illustrated in **Table 1.**

A methodology meeting was held with Collier County Transportation Planning staff via email on March 13, 2023. Refer to **Appendix B: Methodology Meeting.**

For purposes of this evaluation, the project build-out year is assumed to be consistent with the Collier County 2028 planning horizon.

Trip Generation

The project's site trip generation is based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The software program OTISS (Online Traffic Impact Study Software), most current version, is used to create the raw unadjusted trip generation for the project. The ITE average rates are used for the trip generation calculations. The ITE – OTISS trip generation calculation worksheets and the LUC descriptions are provided in **Appendix C: ITE Trip Generation Calculations**. The trip generation associated with the proposed build-out conditions for the project, is summarized in **Table 2: Project Trip Generation – Average Weekday**.

Based on ITE recommendations and consistent with Collier County TIS Guidelines and Procedures, reductions for internal capture and pass-by trips are considered for this project. Internal capture was evaluated based on the ITE balancing method and capped at 20% maximum per Collier County TIS Guidelines and Procedures.

ITE does not have pass-by rates for a car wash. Trips are expected to use the business on their way to a primary destination, but conservatively car wash pass-by is not considered. The restaurant pass-by was capped at 50% per Collier County TIS Guidelines and Procedures. The report uses 40%/50%/50% for daily, am and pm respectively.

ITE has two variables that can be used for the trip generation for the automated car wash: size and number of tunnels. As shown in **Appendix C**, the number of tunnels results in a higher trip generation for the automated car wash and is conservatively used.

The ITE Trip Generation Manual does not provide daily or AM peak hour traffic data for the Automated Car Wash, LUC 948. In addition, consistent with the nature of this business, typically PM peak hour traffic activity is more intense than the AM peak hour.

Table 2

Project Trip Generation – Average Weekday

ITE Land Use	Size[1]	Daily Two-Way Volume	AM Peak Hour			PM Peak Hour		
			Enter	Exit	Total	Enter	Exit	Total
Fast-Food Restaurant with Drive-Through Window	5 k SF	2,338	114	109	223	86	79	165
Automated Car Wash	1 Tunnel	N/A	N/A	N/A	N/A	39	39	78
Total Traffic		2,338	114	109	223	125	118	243
Internal Capture		0	0	0	0	22	22	44
External Traffic		2,338	114	109	223	103	96	199
Pass-by		0	57	55	112	39	33	72
Net External		2,338	57	54	111	64	63	127

Note: (1) k SF = 1,000 Square Feet

In agreement with the Collier County TIS guidelines, significantly impacted roadways are identified based on the proposed project highest peak hour trip generation (net external traffic) and consistent with the peak hour of the adjacent street traffic. Based on the information contained in Collier County 2022 Annual Update and Inventory Report (AUIR), the peak hour for the adjacent roadway network is PM peak hour.

For the concurrency analysis, the net external traffic volumes will be used (PM Peak Hour total 127 trips).

Trip Distribution and Assignment

The traffic generated by the proposed project is assigned to the adjacent roadways using the knowledge of the area and engineering judgement.

The site-generated trip distribution for the PM peak hour of the adjoining street is shown in **Table 3: Traffic Distribution for PM Peak Hour** and is graphically depicted in **Figure 2A: Project Distribution by Percentage** and **Figure 2B: Project Distribution by PM Peak Hour**.

Table 3
Traffic Distribution for PM Peak Hour

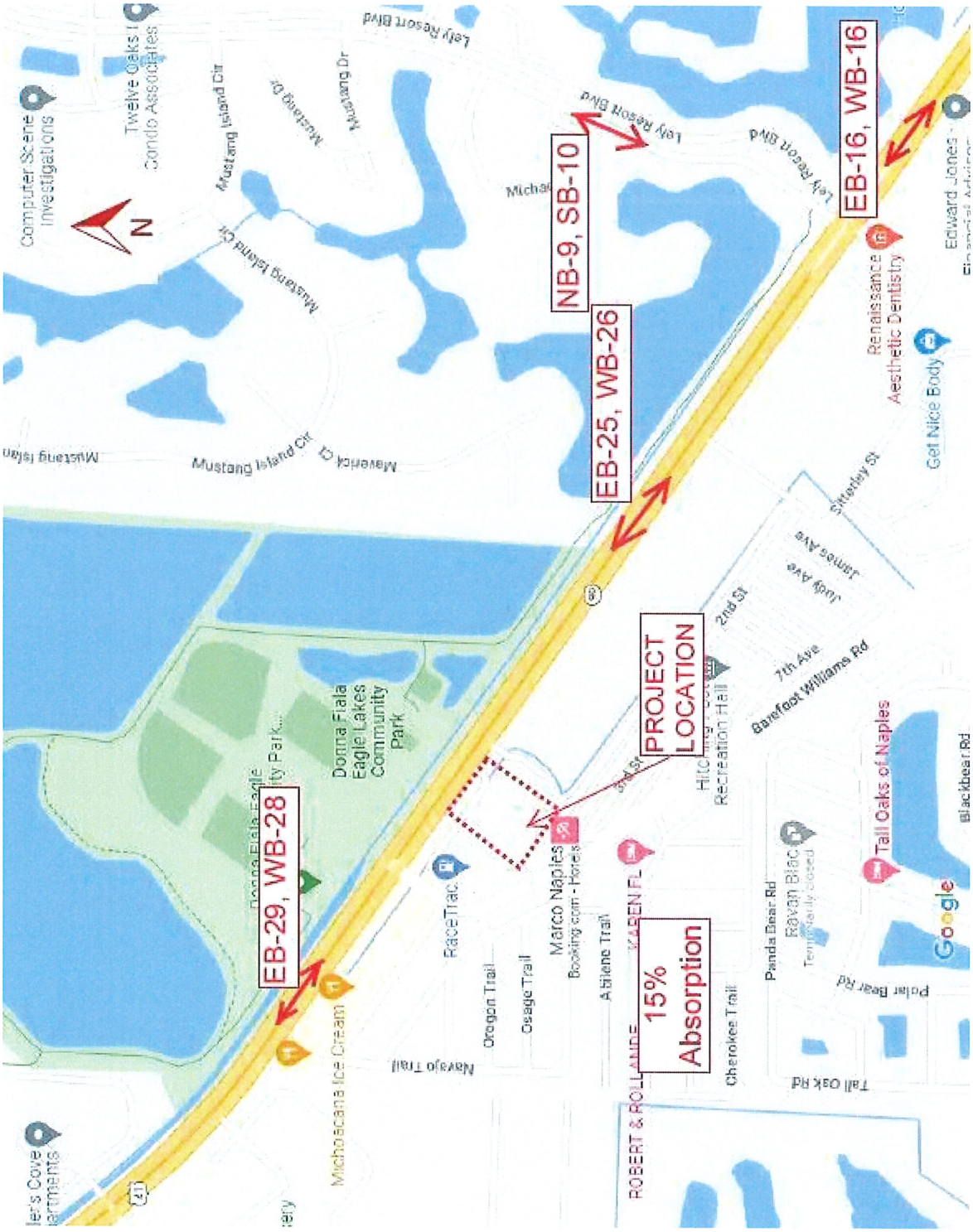
Roadway Link	Collier County Link No.	Roadway Link Location	Distribution of Project Traffic	PM Peak Hour Project Vol.*	
				Enter	Exit
Tamiami Trl	93.0	Project to Lely Resort Blvd	40%	WB – 26	**EB – 25**
Tamiami Trl	93.0	Lely Resort Blvd to Triangle Blvd	25%	WB-16	**EB – 16**
Lely Resort Blvd	**	North of Tamiami Trl	15%	SB-10	NB-9
Tamiami Trl	93.0	Project to Rattlesnake Hammock Rd	45%	**EB – 29**	WB – 28

Note(s): *Peak hour, peak direction traffic volumes are **underlined** and **bold** to be used in Roadway Link Level of Service calculations. Peak Direction is taken from the Collier County 2022 AUIR.
** Not a Collier County monitored link.

Figure 2A – Project Distribution by Percentage



Figure 2B – Project Distribution by PM Peak Hour



Background Traffic

Average background traffic growth rates are estimated for the segments of the roadway network in the study area using the Collier County Transportation Planning Staff guidance of a minimum 2% growth rate, or the historical growth rate from peak hour peak direction volume (estimated from 2008 through 2022), whichever is greater.

Another way to derive the background traffic is to use the 2022 Annual Update and Inventory Report (AUIR) volume plus the trip bank volume. The higher of the two determinations is to be used in the Roadway Link Level of Service analysis.

Table 4, Background Traffic without Project illustrates the application of projected growth rates to generate the projected background (without project) peak hour peak direction traffic volume for the build-out year 2028

Table 4
Background Traffic without Project (2022 - 2028)

Roadway Link	CC AUIR Link ID #	Roadway Link Location	2022 AUIR Pk Hr, Pk Dir Background Traffic Volume (trips/hr)	Projected Traffic Annual Growth Rate (%/yr)*	Growth Factor	2028 Projected Pk Hr, Peak Dir Background Traffic Volume w/out Project (trips/hr) Growth Factor**	Trip Bank	2028 Projected Pk Hr, Peak Dir Background Traffic Volume w/out Project (trips/hr) Trip Bank***
Tamiami Trl	93.0	Project to Lely Resort Blvd	2,110	2.00%	1.1262	2,377	610	**2,720**
Tamiami Trl	93.0	Lely Resort Blvd to Triangle Blvd	2,110	2.00%	1.1262	2,377	610	**2,720**
Tamiami Trl	93.0	Project to Rattlesnake Hammock Rd	2,110	2.00%	1.1262	2,377	610	**2,720**

Note(s): *Annual Growth Rate – based on peak hour, peak direction volume (from 2008 through 2022), or 2% minimum.
**Growth Factor = (1 + Annual Growth Rate)^{6}. 2028 Projected Volume = 2022 AUIR Volume x Growth Factor.
***2028 Projected Volume = 2022 AUIR Volume + Trip Bank.
The projected 2028 Peak Hour – Peak Direction Background Traffic is the greater of the Growth Factor or Trip Bank calculation, which is **underlined** and **bold** as applicable.

Existing and Future Roadway Network

The existing roadway conditions are extracted from the Collier County 2022 AUIR. Roadway improvements that are currently under construction or are scheduled to be constructed within the five-year Transportation Improvement Plan (TIP) or Capital Improvement program (CIP) are considered to be committed improvements. Based on our review of the most current Five Year Work Program available for Collier County and Florida Department of Transportation (FDOT), no roadway improvements were identified for the analyzed roadway network. As such, the existing roadway segment capacities are anticipated to remain unchanged through project build-out.

The existing and future roadway conditions are illustrated in **Table 5: Existing and Future Roadway Conditions**.

Table 5
Existing and Future Roadway Conditions

Roadway Link	CC AUIR Link ID #	Roadway Link Location	2022 Roadway Condition	Min. Standard LOS	2022 Peak Dir, Peak Hr Capacity Volume	2028 Roadway Condition	2028 Peak Dir, Peak Hr Capacity Volume
Tamiami Trl	93.0	Project to Lely Resort Blvd	6D	E	3,000(EB)	6D	3,000(EB)
Tamiami Trl	93.0	Lely Resort Blvd to Triangle Blvd	6D	E	3,000(EB)	6D	3,000(EB)
Tamiami Trl	93.0	Project to Rattlesnake Hammock Rd	6D	E	3,000(EB)	6D	3,000(EB)

Note(s): 2U = 2-lane undivided roadway; 4D, 6D, 8D = 4-lane, 6-lane, 8-lane divided roadway, respectively; LOS = Level of Service.

Project Impacts to Area Roadway Network-Link Analysis

The Collier County Transportation Planning Services developed Level of Service (LOS) volumes for the roadway links impacted by the project, which are evaluated to determine the project impacts to the area roadway network in the future horizon year 2028. The Collier County Transportation Planning Services guidelines have determined that a project will be considered to have a significant and adverse impact if **both** the percentage volume capacity exceeds 2% of the capacity for the link directly accessed by the project and for the link adjacent to the link directly accessed by the project; 3% for other subsequent links **and** if the roadway is projected to operate below the adopted LOS standard.

Table 6: Roadway Link Level of Service (LOS) – with Project in the Year 2028 illustrates the LOS traffic impacts of the project to the area roadway network. As illustrated in Table 6, the project will generate a de minimus impact on the area roadway network. None of the analyzed links are projected to have a significant impact or exceed the adopted LOS standard with or without the project at 2028 build-out conditions.

The proposed development is not located within the Collier County's Transportation Concurrency Exception Area (TCEA). In addition, the proposed development is not situated within the County's designated Transportation Concurrency Management Area (TCMA). The TCEA's and TCMA's designations are provided in Policy 5.4 and 5.6 of the Transportation Element – Collier County Growth Management Plan (GMP).

Policy 5.1 of the Collier County Transportation Element of the Growth Management Plan (GMP) states that "the County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway

segment that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service Standard within the five year AUIR planning period, unless specific mitigating stipulations are also approved."

Table 6
Roadway Link Level of Service (LOS) – with Project in the Year 2028

Roadway Link	CC AUIR Link ID #	Roadway Link Location	2028 Peak Dir, Peak Hr Capacity Volume	Roadway Link, Peak Dir, Peak Hr (Project Vol Added)*	2028 Peak Dir, Peak Hr Volume w/Project**	% Vol Capacity Impact by Project	Min LOS exceeded without Project? Yes/No	Min LOS exceeded with Project? Yes/No
Tamiami Trl	93.0	Project to Lely Resort Blvd	3,000(EB)	**EB-25**	**2,745**	0.83%	No	No
Tamiami Trl	93.0	Lely Resort Blvd to Triangle Blvd	3,000(EB)	**EB-16**	**2,736**	0.53%	No	No
Tamiami Trl	93.0	Project to Rattlesnake Hammock Rd	3,000(EB)	**EB-29**	**2,749**	0.97%	No	No

Note(s): *Refer to **Table 3** from this report.
2028 Projected Volume = 2028 background (refer to **Table 4) + Project Volume added.

Access Management

Existing US 41 (Tamiami Trail East) is a six-lane divided roadway. It is an Access Class 3 with a 50 mph posted speed limit and design speed. Future geometric conditions are unchanged. The access to US 41 is an existing right-in / right-out access with turn lane.

A detailed evaluation of the proposed site access point will be performed at the time of site development permitting/platting to determine turn lane requirements and capacity availability, as applicable.

Improvement Analysis

Based on the results illustrated within this traffic analysis, the proposed project not a significant traffic generator for the roadway network at this location. The analyzed roadway network facilities have sufficient capacity to accommodate the proposed project within the 5-year planning period.

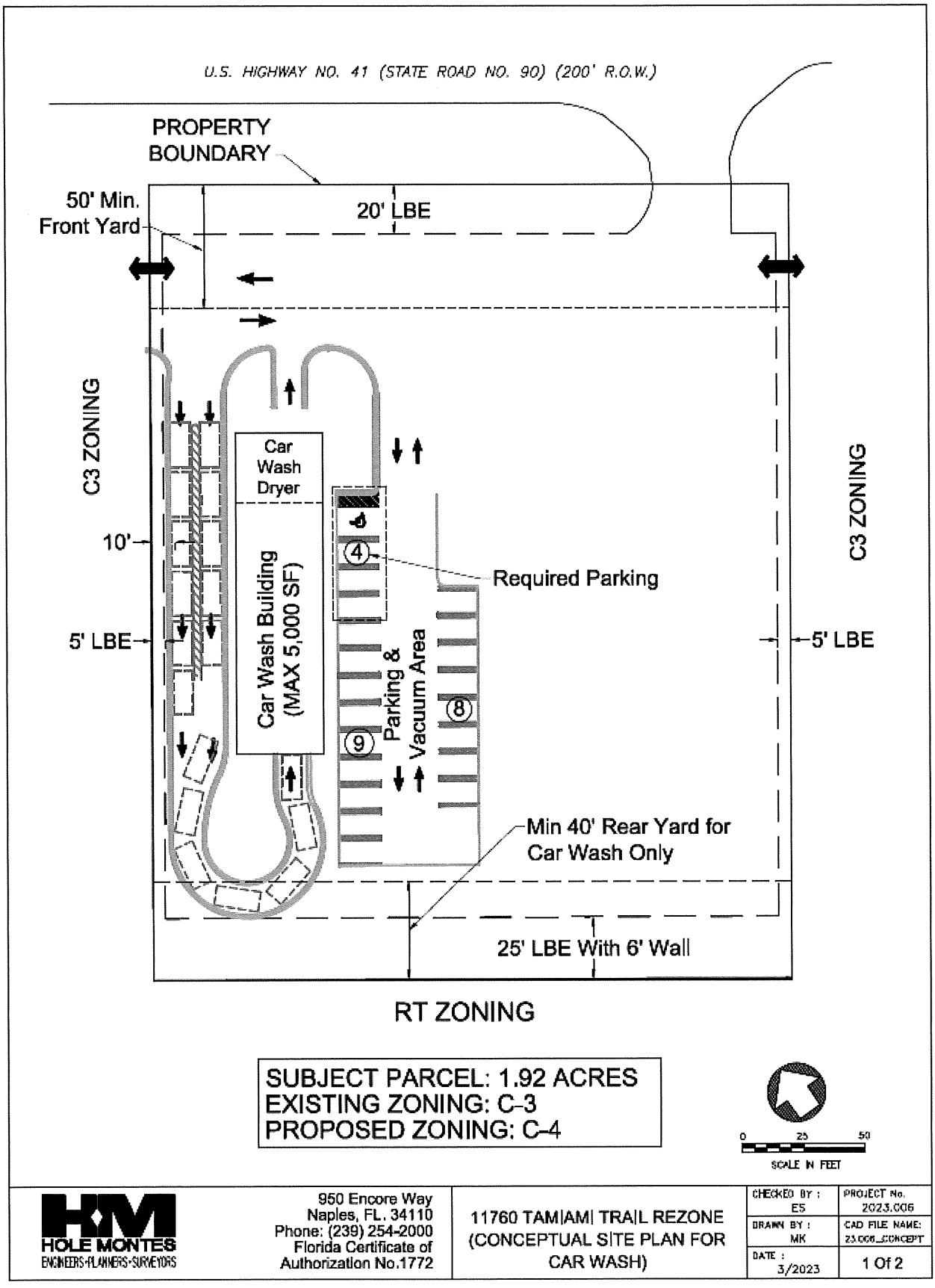
The maximum total daily trip generation for the proposed development shall not exceed 127 two-way PM peak hour net new trips based on the land use codes in the ITE Trip Generation Manual in effect at the time of the application for SDP/SDPA or subdivision plat approval.

Mitigation of Impact

The developer proposes to pay the appropriate Collier County Road Impact Fee as building permits are issued for the project.

Appendix A:

Master Concept Plan


U.S. HIGHWAY NO. 41 (STATE ROAD NO. 90) (200' R.O.W.)
PROPERTY BOUNDARY
50' Min. Front Yard
20' LBE
C3 ZONING
C3 ZONING
10'
5' LBE
5' LBE
Car Wash Dryer
Car Wash Building (MAX 5,000 SF)
Parking & Vacuum Area
4
8
9
Required Parking
Min 40' Rear Yard for Car Wash Only
25' LBE With 6' Wall
RT ZONING
SUBJECT PARCEL: 1.92 ACRES
EXISTING ZONING: C-3
PROPOSED ZONING: C-4
0
25
50
SCALE IN FEET
HOLE MONTES
ENGINEERS·PLANNERS·SURVEYORS
950 Encore Way
Naples, FL. 34110
Phone: (239) 254-2000
Florida Certificate of Authorization No.1772
11760 TAMIAMI TRAIL REZONE (CONCEPTUAL SITE PLAN FOR CAR WASH)
CHECKED BY : ES
PROJECT No. 2023.006
DRAWN BY : MK
CAD FILE NAME: 23.006_CONCEPT
DATE : 3/2023
1 Of 2

Appendix B:

Methodology Meeting

INITIAL MEETING CHECKLIST

Suggestion: Use this Appendix as a worksheet to ensure that no important elements are overlooked. Cross out the items that do not apply, or N/A (not applicable).

Date: March 13, 2023 Time: N/A

Location: N/A – Via Email

People Attending:
Name, Organization, and Telephone Numbers

1) Michael Sawyer – Collier County Transportation Planning
2) David Dratnol, TCS

Study Preparer:
Preparer's Name and Title: David A. Dratnol, PE
Organization: Trebilcock Consulting Solutions, PA
Address: 2800 Davis Blvd, Suite 200, Naples, FL 34104
ph 239-566-9551

Reviewer(s):
Reviewer's Name & Title: Michael Sawyer
Organization & Telephone Number: Transportation Planning
ph 239-252-2613

Applicant:
Applicant's Name: Hole Montes, Inc.
Address: 950 Encore Way, Naples, FL 34110
Telephone Number: 239-254-2018

Proposed Development:
Name: 11760 Tamiami Trail East
Location: South side of Tamiami Trail East, East of Barefoot Williams Road (refer to **Figure 1**)
Land Use Type: Restaurant and Automated Car Wash
ITE Code #: LUC 934 Fast-Food Restaurant with Drive-Through Window and LUC 948 Automated Car Wash
Description: The TIS is in support of a rezone. The 11760 Tamiami Trail East proposal includes construction of a 5,000 square foot (SF) Fast-Food Restaurant with Drive-Through Window and a 5,000 SF 1 Tunnel Car Wash. Project access is via an existing right-in / right-out access to Tamiami Trail East and cross-access with the existing gas station to the west and cross-access with the parcel to the east..

Zoning
Existing: C-3 Commercial Intermediate District
Comprehensive plan recommendation: No change

Requested: Rezone to C-4 General Commercial District.

Figure 1 – Project Location Map



Findings of the Preliminary Study: The project is not located within a TCMA or TCEA designated area.

Study type: Since estimated project net new traffic volume exceeds 100 PM 2-way peak hour trips, this study qualifies as a Major Study TIS.

The ITE Trip Generation Manual does not provide daily or AM peak hour traffic data for the Automated Car Wash – LUC 948. In addition, consistent with the nature of this business, typically PM peak hour traffic activity is more intense than the AM peak hour. So the TIS will include trip generation (PM Peak Hour for the car wash), traffic distribution and assignments, significance test (based on 2%/2%/3% criterion), and roadway link analysis. Site operational analysis will be analyzed in the TIS for the future site development plan application. While ITE

results in a 25% internal capture, per TIS Guidelines, the internal capture will be limited to 20%. No intersection analysis will be performed. Refer to **Figure 2** for the distribution of project traffic.

Figure 2: Distribution of Project Traffic



Roadway concurrency analysis – based on PM Peak Hour weekday traffic – 2%/2%/3% criterion.

Study Type: (if not net increase, operational study)

Small Scale TIS ☐ Minor TIS ☐

Major TIS ☒

Study Area:

Boundaries: Tamiami Trail East from Rattlesnake Hammock Road to Collier Boulevard. No intersection analysis will be performed.
Additional intersections to be analyzed: N/A
Build-out Year: 2028
Planning Horizon Year: 2028
Analysis Time Period(s): Concurrency – PM Peak Hour.
Future Off-Site Developments: N/A
Source of Trip Generation Rates: ITE 11th Edition

Reductions in Trip Generation Rates:

None: N/A
Pass-by trips: 50% for fast-food restaurant with drive-through window
Internal trips: Internal capture between car wash and restaurant.
Transit use: N/A
Other: N/A

Horizon Year Roadway Network Improvements: 2028

Methodology & Assumptions:

Non-site traffic estimates: Collier County traffic counts and 2022 AUIR
Site-trip generation: OTISS – ITE 11th Edition
Trip distribution: Engineer's Estimate
Traffic assignment method: project trip generation with background growth
Traffic growth rate: historical growth rate or 2% minimum
Turning movement assignment: Turning movement analysis will be performed at the time of future site development plan application TIS when final actual development parameters are available.

Special Features: (from preliminary study or prior experience)
Accidents locations: N/A
Sight distance: N/A
Queuing: N/A
Access location & configuration: N/A
Traffic control: MUTCD
Signal system location & progression needs: N/A
On-site parking needs: N/A
Data Sources: CC 2022 AUIR; CC Traffic Counts
Base maps: N/A
Prior study reports: N/A
Access policy and jurisdiction: N/A
Review process: N/A
Requirements: N/A
Miscellaneous: N/A

Small Scale Study – No Fee	_____
Minor Study - $750.00	_____
Major Study - $1500.00	X
Methodology Fee $500.00	X
Includes 0 intersections	_____
Additional Intersections - $500.00 each	_____

All fees will be agreed to during the Methodology meeting and must be paid to Transportation prior to our sign-off on the application.

==========

SIGNATURES

David A. Dratnol

Study Preparer—David A. Dratnol

_____

Reviewer(s)

_____

Applicant

Collier County
Traffic Impact Study Review Fee Schedule

Fees will be paid incrementally as the development proceeds: Methodology Review, Analysis Review, and Sufficiency Reviews. Fees for additional meetings or other optional services are also provided below.

Methodology Review - $500 Fee
Methodology Review includes review of a submitted methodology statement, including review of submitted trip generation estimate(s), distribution, assignment, and review of a "Small Scale Study" determination, written approval/comments on a proposed methodology statement, and written confirmation of a re-submitted, amended methodology statement, and one meeting in Collier County, if needed.

"Small Scale Study" Review - No Additional Fee (Includes one sufficiency review)
Upon approval of the methodology review, the applicant may submit the study. The review includes: a concurrency determination, site access inspection and confirmation of the study compliance with trip generation, distribution and maximum threshold compliance.

"Minor Study Review" - $750 Fee (Includes one sufficiency review)
Review of the submitted traffic analysis includes: optional field visit to site, confirmation of trip generation, distribution, and assignment, concurrency determination, confirmation of committed improvements, review of traffic volume data collected/assembled, review of off-site improvements within the right-of-way, review of site access and circulation, and preparation and review of "sufficiency" comments/questions.

"Major Study Review" - $1,500 Fee (Includes two intersection analysis and two sufficiency reviews)
Review of the submitted traffic analysis includes: field visit to site, confirmation of trip generation, special trip generation and/or trip length study, distribution and assignment, concurrency determination, confirmation of committed improvements, review of traffic volume data collected/assembled, review of traffic growth analysis, review of off-site roadway operations and capacity analysis, review of site access and circulation, neighborhood traffic intrusion issues, any necessary improvement proposals and associated cost estimates, and preparation and review of up to two rounds of "sufficiency" comments/questions and/or recommended conditions of approval.

"Additional intersection Review" - $500 Fee
The review of additional intersections shall include the same parameters as outlined in the "Major Study Review" and shall apply to each intersection above the first two intersections included in the "Major Study Review"

"Additional Sufficiency Reviews" - $500 Fee
Additional sufficiency reviews beyond those initially included in the appropriate study shall require the additional Fee prior to the completion of the review.

Appendix A: Trip Generation ITE 11th Edition

Scenario - 3

Scenario Name: Weekday
Dev. phase: 1
Analyst Note:
Warning:
User Group:
No. of Years to Project: 0
Traffic:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday	Average	1169	1169	2338
Data Source: Trip Generation Manual, 11th Ed					467.48	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0	0	1169	1169
	2338		0		2338	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Restaurant

BALANCED PERSON TRIPS:

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window			
Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:
934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	2338

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	1169	1169	2338
Internal Vehicle Trips	0	0	0
External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	1169	1169	2338

Scenario - 2

Scenario Name: AM Peak Hour
Dev. phase: 1
Analyst Note:
Warning:

User Group:
No. of Years to Project Traffic: 0

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	114	109	223
Data Source: Trip Generation Manual, 11th Ed					44.61	51%	49%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	51	49

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0	0	114	109
	223		0		223	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:
934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	50.00%	50.00%	57	55

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	57	54	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	57	54	111

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	114	109	223
Internal Vehicle Trips	0	0	0
External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	57	55	112
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	57	54	111

Scenario - 1

Scenario Name: PM Peak Hour
Dev. phase: 1
Analyst Note:
Warning:
User Group:
No. of Years to Project: 0
Traffic:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	86	79	165
Data Source: Trip Generation Manual, 11th Ed					33.03	52%	48%	
948 - Automated Car Wash	General Urban/Suburban	Car Wash Tunnels	1	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	39	39	78
Data Source: Trip Generation Manual, 11th Ed					77.30	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	52	48
948 - Automated Car Wash	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	86	79	0	0	86	79
	165		0		165	
948 - Automated Car Wash	39	39	0	0	39	39
	78		0		78	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Restaurant
948 - Automated Car Wash	Retail

BALANCED PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Persons Exit	PAF	UPTC	Unconstrained Demand	==>>> BALANCED <<<==	Unconstrained Demand	UPTC	PAF	948 - Automated Car Wash Persons Entry
79	1	41	33	**19**	19	50	1	39
Persons Entry	PAF	UPTC	Unconstrained Demand	<<<== BALANCED ==>>>	Unconstrained Demand	UPTC	PAF	Persons Exit
96	1	29	25	**11**	11	29	1	39

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
948 - Automated Car Wash	11	19	31
Total Internal Person Trips	**11**	**19**	**30**

948 - Automated Car Wash

Internal Person Trips From	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	19	11	31
Total Internal Person Trips	**19**	**11**	**30**

INTERNAL VEHICLE TRIPS AND CAPTURE:

934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	11	19	30
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**11**	**19**	**30**
Total External Vehicle Trips	75	60	135
Internal Vehicle Trip Capture	**15%**	**24%**	**0%**

948 - Automated Car Wash

Total Internal Person Trips	19	11	30
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**19**	**11**	**30**
Total External Vehicle Trips	20	28	48
Internal Vehicle Trip Capture	**49%**	**28%**	**0%**

PASS-By VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	75	60	50.00%	50.00%	38	30
948 - Automated Car Wash	20	28	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	75	60	0.00%	0.00%	0	0
948 - Automated Car Wash	20	28	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	37	30	0.00%	0.00%	0	0
948 - Automated Car Wash	20	28	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	37	30	67
948 - Automated Car Wash	20	28	48

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	125	118	243
Internal Vehicle Trips	30	30	60
External Vehicle Trips	95	88	183
Internal Vehicle Trip Capture	24%	25%	25%
Pass-by Vehicle Trips	38	30	68
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	57	58	115

Appendix C:

Trip Generation Calculations

Land Use: 934
Fast-Food Restaurant with Drive-Through Window

Description

This land use includes any fast-food restaurant with a drive-through window. This type of restaurant is characterized by a large drive-through and large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. The restaurant does not provide table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alaska, Alberta (CAN), California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

163, 164, 168, 180, 181, 241, 245, 278, 294, 300, 301, 319, 338, 340, 342, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 977, 1050, 1053, 1054

Land Use: 948
Automated Car Wash

Description

An automated car wash is a facility that allows for the mechanical cleaning of the exterior of vehicles. Manual cleaning service may also be available at the facility. Self-service car wash (Land Use 947) and car wash and detail center (Land Use 949) are related uses.

Additional Data

The sites were surveyed in the 1990s and the 2000s in New Jersey, New York, and Washington.

Source Numbers

552, 555, 585, 599, 954

Scenario - 1

Scenario Name: PM Peak Hr Comparison
User Group:
Dev. phase: 1
No. of Years to Project Traffic: 0
Analyst Note:
Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Site	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
948 - Automated Car Wash	General Urban/Suburban	Car Wash Tunnels	1	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	39	39	78
Data Source: Trip Generation Manual, 11th Ed					77.50	50%	50%	
948(1) - Automated Car Wash	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	36	36	72
Data Source: Trip Generation Manual, 11th Ed					14.20	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
948 - Automated Car Wash	100	100	1	1	50	50
948(1) - Automated Car Wash	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
948 - Automated Car Wash	39	39	0	0	39	39
	78		0		78	
948(1) - Automated Car Wash	36	36	0	0	36	36
	72		0		72	

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
948 - Automated Car Wash	39	39	78
948(1) - Automated Car Wash	36	36	72

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	75	75	150
External Vehicle Trips	75	75	150
New Vehicle Trips	75	75	150

Trebilcock Consulting Solutions | 11760 Tamiami Trl E | 3/18/2023 3:00 PM

Scenario - 3

Scenario Name: Weekday | User Group:

Dev. phase: 1 | No. of Years to Project Traffic : 0

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday	Average	1169	1169	2338
Data Source: Trip Generation Manual, 11th Ed					467.48	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0	0	1169	1169
	2338		0		2338	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

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INTERNAL VEHICLE TRIPS AND CAPTURE:
934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	1169	1169	2338

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	1169	1169	2338
Internal Vehicle Trips	0	0	0
External Vehicle Trips	1169	1169	2338
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	1169	1169	2338

Scenario - 2

Scenario Name: AM Peak Hour
User Group:
Dev. phase: 1
No. of Years to Project Traffic: 0
Analyst Note:
Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	114	109	223
Data Source: Trip Generation Manual, 11th Ed					44.61	51%	49%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	51	49

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0	0	114	109
	223		0		223	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant

BALANCED PERSON TRIPS:

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
Total Internal Person Trips	**0**	**0**	**0**

INTERNAL VEHICLE TRIPS AND CAPTURE:
934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**0**	**0**	**0**
Total External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	**0%**	**0%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	50.00%	50.00%	57	55

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	114	109	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	57	54	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	57	54	111

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	114	109	223
Internal Vehicle Trips	0	0	0
External Vehicle Trips	114	109	223
Internal Vehicle Trip Capture	0%	0%	0%
Pass-by Vehicle Trips	57	55	112
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	57	54	111

Scenario - 1

Scenario Name: PM Peak Hour
Dev. phase: 1
Analyst Note:
Warning:

User Group:
No. of Years to Project Traffic: 0

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
934 - Fast-Food Restaurant with Drive-Through Window	General Urban/Suburban	1000 Sq. Ft. GFA	5	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	86	79	165
Data Source: Trip Generation Manual, 11th Ed					33.03	52%	48%	
948 - Automated Car Wash	General Urban/Suburban	Car Wash Tunnels	1	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	39	39	78
Data Source: Trip Generation Manual, 11th Ed					77.50	50%	50%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
934 - Fast-Food Restaurant with Drive-Through Window	100	100	1	1	52	48
948 - Automated Car Wash	100	100	1	1	50	50

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	86	79	0	0	86	79
	165		0		165	
948 - Automated Car Wash	39	39	0	0	39	39
	78		0		78	

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

Land Use	Land Use Group
934 - Fast-Food Restaurant with Drive-Through Window	Resturant
948 - Automated Car Wash	Retail

BALANCED PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window								948 - Automated Car Wash
Persons Exit	PAF	UIPTC	Unconstrained Demand	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
79	0.7	41	23	**14**	14	50	0.7	39
Persons Entry	PAF	UIPTC	Unconstrained Demand	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
86	0.7	29	17	**8**	8	29	0.7	39

INTERNAL PERSON TRIPS:

934 - Fast-Food Restaurant with Drive-Through Window

Internal Person Trips From	Entry	Exit	Total
948 - Automated Car Wash	8	14	21
Total Internal Person Trips	**8**	**14**	**22**

948 - Automated Car Wash

Internal Person Trips From	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	14	8	21
Total Internal Person Trips	**14**	**8**	**22**

INTERNAL VEHICLE TRIPS AND CAPTURE:

934 - Fast-Food Restaurant with Drive-Through Window

Total Internal Person Trips	8	14	22
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**8**	**14**	**22**
Total External Vehicle Trips	78	65	143
Internal Vehicle Trip Capture	**9%**	**18%**	**0%**

948 - Automated Car Wash

Total Internal Person Trips	14	8	22
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	**14**	**8**	**22**
Total External Vehicle Trips	25	31	56
Internal Vehicle Trip Capture	**36%**	**21%**	**0%**

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	78	65	50.00%	50.00%	39	33
948 - Automated Car Wash	25	31	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	78	65	0.00%	0.00%	0	0
948 - Automated Car Wash	25	31	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
934 - Fast-Food Restaurant with Drive-Through Window	39	32	0.00%	0.00%	0	0
948 - Automated Car Wash	25	31	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
934 - Fast-Food Restaurant with Drive-Through Window	39	32	71
948 - Automated Car Wash	25	31	56

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	125	118	243
Internal Vehicle Trips	22	22	44
External Vehicle Trips	103	96	199
Internal Vehicle Trip Capture	18%	19%	19%
Pass-by Vehicle Trips	39	33	72
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	64	63	127

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

NIM #1 DOCUMENTS

Neighborhood Meeting Summary
Barefoot Williams Commercial Subdistrict SSGMPA (PL-20220005822)
11760 Tamiami Trail East Rezone (RZ-PL-20220005137)

July 24, 2023 at 5:30 PM
Rookery Bay National Estuarine Research Reserve, The Auditorium
300 Tower Road, Naples, FL 34113.

A NIM was held for the above-referenced petitions. The petitions are described as follows:

1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and
2) **RZ-PL-20220005137 (11760 Tamiami Trail East Rezone):** An application to rezone the property from the C-3 Zoning District to the C-4 Zoning District. However, the proposed C-4 Zoning District for the property will be limited to permit only one C-4 commercial use (car wash, limited to one on the property), along with the currently permitted C-3 commercial uses.

Property Owners/Applicants:
11760 Property, LLC

Applicant Attendees:
Rick Scali, Owner

Consultant Attendees on Behalf of the Applicant:
Clay C. Brooker, Esq., Cheffy Passidomo, P.A.
Robert J. Mulhere, FAICP, Senior Vice President, Hole Montes, a Bowman Company
Ellen Summers, AICP, Principal Planner, Hole Montes, a Bowman Company
Norman Trebilcock, P.E., AICP, Trebilcock Consulting Solutions, PA

Attendees on Behalf of Collier County:
Michelle Mosca, AICP, Planner III
Timothy Finn, Planner III

There was one member of the public physically in attendance, and one member of the public in attendance via Zoom. Ellen Summers provided a presentation on the proposed SSGMPA and the Rezone request. The presentation lasted approximately 10 minutes.

Following the presentation, the meeting was opened up for comments and questions from the members of public in attendance in person and on Zoom. There was one question raised by a member of the public regarding what the plans are to develop the other portion of the site (that will not be occupied by the car wash). Ellen Summers responded that the portion of the site in question does not have a definitive use in mind, but may be developed with retail, a small restaurant, or office space. The NIM concluded at approximately 5:42 PM.

AFFIDAVIT OF COMPLIANCE

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the county to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance.

_____
(Signature of Applicant)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Affidavit of Compliance was acknowledged before me this 10th day of July 2023 by means of X physical presence or _____ online notarization, by Robert J. Mulhere, FAICP, Senior Vice President of Hole Montes, a Bowman Company, who is personally known to me X or who has produced _____ as identification.

Stephanie Karol
_____
Signature of Notary Public

(Notary Seal)

Stephanie Karol
_____
Printed Name of Notary

STEPHANIE KAROL
Notary Public - State of Florida
Commission # GG 965839
My Comm. Expires Mar 9, 2024
Bonded through National Notary Assn.

July 7, 2023

Re: Barefoot Williams Commercial Subdistrict SSGMPA (PL-20220005822)
11760 Tamiami Trail East Rezone (RZ-PL-20220005137)
HM File No. 2023.006

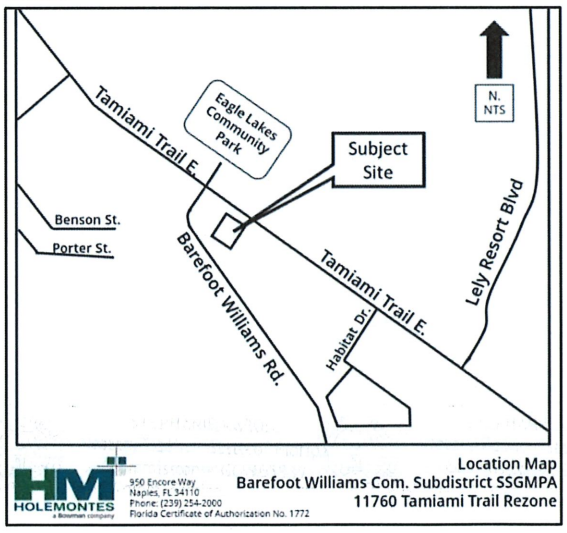
Dear Property Owner:

Please be advised that Robert J. Mulhere, FAICP, Senior Vice President, Ellen Summers, AICP, Planner III of Hole Montes, a Bowman Company, and Clay C. Brooker, Esquire of Cheffy Passidomo, P.A., on behalf of the applicant, have made the following two concurrent applications to Collier County Growth Management:

1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and
2) **RZ-PL-20220005137 (11760 Tamiami Trail East Rezone):** An application to rezone the property from the C-3 Zoning District to the C-4 Zoning District. However, the proposed C-4 Zoning District for the property will be limited to permit only one C-4 commercial use (car wash, limited to one on the property), along with the currently permitted C-3 commercial uses.

The property is comprised of 1.92± acres and is located in Section 33, Township 50 South, Range 26 East, Collier County, Florida. The property is situated approximately 350 feet east of the intersection of Tamiami Trail East and Barefoot Williams Road, as depicted in the location map below.

In compliance with the Land Development Code requirements, a Neighborhood Information Meeting will be held to provide you an opportunity to hear a presentation about this petition and ask questions. The Neighborhood Information Meeting will be held on Monday, July 24, 2023, at 5:30 p.m. at the Rookery Bay National Estuarine Research Reserve, The Auditorium, 300 Tower Road, Naples, FL 34113.



950 Encore Way, Naples, FL 34110
P: 239.254.2000
holemontes.com | bowman.com

Zoom is being provided as an option to those unable to attend the meeting in person. However, if technical difficulties arise with Zoom, the technical difficulties will not be grounds to invalidate the meeting. If you would like to participate via Zoom or view a video of the meeting, please email us at NeighborhoodMeeting@hmeng.com and we will send zoom invite or a link of the video. You may also email any comments or questions to NeighborhoodMeeting@hmeng.com. Please reference **East Trail Car Wash** in subject line.

HOLE MONTES, a BOWMAN COMPANY

Robert J. Mulhere, FAICP
Senior Vice President
RJM/sek

950 Encore Way, Naples, FL 34110
P: 239.254.2000
holemontes.com | bowman.com

Naples Daily News
PART OF THE USA TODAY NETWORK
Published Daily
Naples, FL 34110

HOLE MONTES ASSOCIATES INC
950 ENCORE WAY #208
NAPLES, FL 34110

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a PUBLIC NOTICE, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

Issue(s) dated: 7/7/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on JULY 7TH, 2023:

Notary, State of WI, County of Brown

My commission expires: 5.15.27

NANCY HEYRMAN
Notary Public
State of Wisconsin

Publication Cost: $1,008.00
Ad No: GCI1080979
Customer No: 530712
PO #: PUBLIC NOTICE – DISPLAY AD 3X9.95
# of Affidavits: 1

This is not an invoice

The public is invited to attend a neighborhood information meeting held by Robert J. Mulhere, FAICP, Senior Vice President, Ellen Summers, AICP, Planner III of Hole Montes, a Bowman Company, and Clay C. Brooker, Esquire of Cheffy Passidomo, P.A., on behalf of the property owner at the following time and location:

Monday, July 24, 2023 at 5:30 p.m.

Rookery Bay National Estuarine Research Reserve, The Auditorium

300 Tower Road, Naples FL, 34113

The following formal applications have been made to Collier County Growth Management:

1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and
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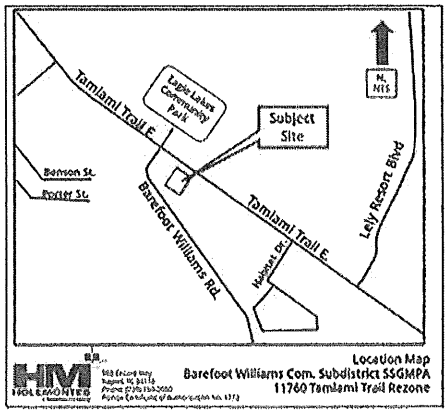


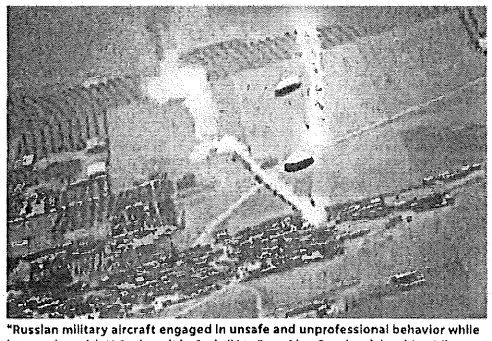
WE VALUE YOUR INPUT

Business and property owners, residents and visitors are welcome to attend the presentation and discuss the project with the owner and Collier County staff. Zoom is being provided as an option to those unable to attend the meeting in person. However, if technical difficulties arise with Zoom, the technical difficulties will not be grounds to invalidate the meeting. If you would like to participate via Zoom or view a video of the meeting, please email us at NeighborhoodMeeting@hmeng.com and we will send zoom invite or a link of the video. You may also email any comments or questions to NeighborhoodMeeting@hmeng.com. Please reference **East Trail Car Wash** in subject line.

Robert J. Mulhere, FAICP, Senior Vice President
Hole Montes, a Bowman Company

950 Encore Way, Naples, FL 34110; Phone: 239-254-2000

ND-GCI1980979-01



"Russian military aircraft engaged in unsafe and unprofessional behavior while interacting with U.S. aircraft in Syria," Lt. Gen. Alex Grynkewich said, adding that the actions threaten the safety of U.S. and Russian forces.
U S AIR FORCE VIA AP

Video shows Russian jets 'harassing' drones

Lolita C. Baldor
ASSOCIATED PRESS

WASHINGTON – Russian fighter jets flew dangerously close to several U.S. drone aircraft over Syria, setting off flares and forcing the MQ-9 Reapers to take evasive maneuvers, the Air Force said.

U.S. Air Forces Central released a video of Wednesday's encounter showing a Russian SU-35 fighter closing in on a Reaper and later a number of the so-called parachute flares moving into the drone's flight path. The flares are attached to parachutes.

Lt. Gen. Alex Grynkewich, commander of 9th Air Force in the Middle East, said three of the U.S. drones were operating over northwest Syria after 10:30 a.m. local time, on a mission against the Islamic State group that was not detailed, when three of the Russian aircraft "began harassing the drones." The drones were not armed with weapons and are commonly used for reconnaissance missions.

In a statement, Grynkewich said one of the Russian pilots moved in front of a drone and engaged the SU-35's afterburner, which greatly increases its speed and air pressure. The jet blast from the afterburner can potentially damage the Reaper's electronics, and Grynkewich said it reduced the drone operator's ability to safely operate the aircraft.

"Russian military aircraft engaged in unsafe and unprofessional behavior while interacting with U.S. aircraft in Syria," he said, adding that the actions threaten the safety of the U.S. and Russian forces. "We urge Russian forces in Syria to cease this reckless behavior and adhere to the standards of behavior expected of a professional air force so we can resume our focus on the enduring defeat of ISIS."

Army Gen. Erik Kurilla, head of U.S. Central Command, said in a statement that Russia's violation of ongoing efforts to clear the airspace over Syria "increases the risk of escalation or miscalculation."

About 900 U.S. forces are deployed to Syria to work with the Kurdish-led Syrian Democratic Forces battling the Islamic State militants there.

The public is invited to attend a neighborhood information meeting held by Robert J. Mulhere, FAICP, Senior Vice President, Ellen Summers, AICP, Planner III of Hole Montes, a Bowman Company, and Clay C. Brooker, Esquire of Cheffy Passidomo, P.A., on behalf of the property owner at the following time and location:

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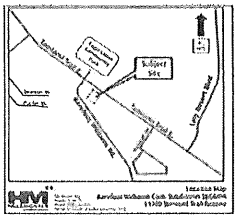

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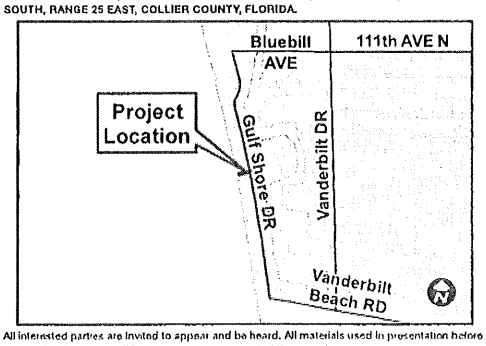
Robert J. Mulhere, FAICP, Senior Vice President
Hole Montes, a Bowman Company

950 Encore Way, Naples, FL 34110; Phone: 239-254-2000

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Collier County Hearing Examiner (HEX) at 9:00 A.M., July 27, 2023, in the Hearing Examiner's meeting room, at 2800 North Horse-shoe Drive, Room 609/610, Naples FL 34104, to consider:

PETITION NO. BLC DEVIATION - PL20230003026 – JAFFEE CANOPY– REQUEST FOR A BOAT LIFT CANOPY DEVIATION TO INCREASE THE ALLOWABLE LENGTH FROM 35 FEET TO 45 FEET, TO ALLOW A BOATLIFT CANOPY MEASURING 45 FEET LONG BY 15.2 FEET WIDE, PURSUANT TO SECTION 5.03.06.G.3 OF THE LAND DEVELOPMENT CODE (LDC). THE SUBJECT PROPERTY IS LOCATED ADJACENT TO 10091 GULF SHORE DRIVE, FURTHER DESCRIBED AS THE NORTH 50 FEET OF LOT 14, BLOCK C, RE-SUBDIVISION OF PART OF UNIT NO. 1, CONNER'S VANDERBILT ESTATES, IN SECTION 29, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.



All interested parties are invited to appear and be heard. All materials used in presentation before the Hearing Examiner will become a permanent part of the record.

Copies of staff report are available one (1) week prior to the hearing. The file can be reviewed at the Collier County Growth Management Community Development Department, Zoning Division, 2800 North Horseshoe Drive, Naples, FL 34104.

As to any petition upon which the Hearing Examiner takes action, an aggrieved petitioner may appeal such final action. Such appeal shall be filed per Section 2-88 of the Collier County Code of Laws and Ordinances within 30 days of the decision by the Hearing Examiner. An aggrieved non-party may appeal a decision by the Hearing Examiner to the Circuit Court of Collier County within 30 days of the decision. In the event that the petition has been approved by the Hearing Examiner, the applicant shall be advised that he/she proceeds with construction at his/her own risk during this 30-day period. Any construction work completed ahead of the approval authorization shall be at their own risk.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in the meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about this meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

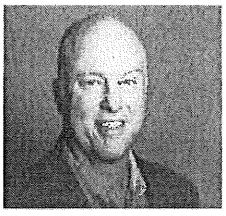
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Zoning Division located at 2800 N. Horseshoe Dr, Naples, Florida 34104, (239) 252- 2400, at least two (2) days prior to the meeting.

Andrew W. J. Dickman, Esq., AICP
Chief Hearing Examiner
Collier County, Florida

ADVERTISEMENT

ED TREATMENTS TO REIGNITE YOUR RELATIONSHIP.

Don't suffer any longer. Achieve lasting intimacy.



Joel Dillon, Owner and Director of Atlantic Men's Clinic, has treated hundreds of patients effectively treated for erectile dysfunction - even in cases where pills or other treatments have failed.

Erectile Dysfunction (ED) problems aren't solely about sex. They're also about intimacy and your relationship. Because the truth of the matter is that not getting treated often results in serious emotional issues between you and the one you love. And with ED affecting around 50% of men over 50, far too many men are simply suffering in silence and dealing with relationship issues when they really don't have to.

Your Relationship Doesn't have to Tolerate ED.

ED can ruin relationships and take a serious toll on a man's mental health and well-being. And with this terrible condition affecting millions upon millions of men across the United States, we feel ED isn't given enough attention. The consequences associated with erectile dysfunction extend far beyond physical challenges - often leading to failed relationships and psychological damage. What most men don't realize, however, is that there are highly effective treatments available that can restore intimacy with your loved one.

Treatments that are Effective Well Over 90% of the Time.

If you're experiencing ED, and have been disappointed by the results of pills or other treatments - or if you have chosen to overlook the issue altogether - we want you to know that we can likely treat your ED. At Atlantic Men's Clinic, our treatment plans have proven successful for well over 90% of men. Which means you have a great chance to reclaim your sex life and enjoy the incredible benefits that come along with it.

The Specialists in Men's Sexual Health Issues.

At Atlantic Men's Clinic, we provide treatments for ED. We're discreet, professional, and have successfully treated thousands of men in Florida. And we can also assist with low testosterone issues that are often associated with ED.

Stop Suffering with ED. Reclaim Your Sex Life.

If you are like most men, we can help you reignite that spark in your relationship. We're confident that we can help you achieve an erection with an in-office test dose on your first visit.. even if pills or other treatments have failed you in the past, or even if you haven't had an erection in a long time. And if we can't get you an erection in the office, we won't charge you a penny for your office visit. Make an appointment today and achieve the lasting intimacy with your partner that you deserve.

CALL THE ATLANTIC MEN'S CLINIC TODAY
Free first office visit if you mention this ad. Limited time offer.

877-455-7300
1225 Tamiami Trail E, Suite 701
Naples, Florida 34113

Additional Locations: Boca Raton, Coral Gables, Fort Myers, Palm Beach Gardens, and Plantation.

ATLANTIC MEN'S CLINIC
www.AtlanticMensClinic.com

NEIGHBORHOOD INFORMATION MEETING
BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA (PL-20220005822)
11760 TAMIAMI TRAIL EAST REZONE (RZ-PL-20220005137)
MONDAY, JULY 24 AT 5:30PM

PLEASE PRINT CLEARLY

Please be advised

The information on this sheet is to contact you regarding this project and future public meetings. Under Florida law, e-mail addresses, phone numbers and certain home addresses are public records once received by a government agency. If you do not want your e-mail address, phone number or home address released if the County receives a public records request, you can refrain from including such information on this sheet. You have the option of checking with the County staff on your own to obtain updates on the project as well as checking the County web site for additional information.

Name	Address	City, State Zip	E-Mail Address
MARIE F GAUTHIER	39 CHEROKEE TRL	Naples	mfgenterprises1@gmail.com

11760 TAMIAMI TRAIL EAST REZONE

(PL-20220005137)

NIM #2 DOCUMENTS

Neighborhood Meeting Summary
Barefoot Williams Commercial Subdistrict SSGMPA (PL-20220005822)
11760 Tamiami Trail East Rezone (RZ-PL-20220005137)
October 2, 2024 at 5:30 PM
Rookery Bay National Estuarine Research Reserve, The Auditorium
300 Tower Road, Naples, FL 34113.

A NIM was held for the above-referenced petitions. The petitions are described as follows:

1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and
2) **RZ-PL-20220005137 (11760 Tamiami Trail East Rezone):** An application to rezone the property from the C-3 Zoning District to the C-4 Zoning District. However, the proposed C-4 Zoning District for the property will be limited to permit only one C-4 commercial use (car wash, limited to one on the property), along with the currently permitted C-3 commercial uses.

Property Owners/Applicants:
11760 Property, LLC

Applicant Attendees:
Rick Scali, Owner

Consultant Attendees on Behalf of the Applicant:
Clay C. Brooker, Esq., Cheffy Passidomo, P.A.
Ellen Summers, AICP, Lead Planner, Bowman

Attendees on Behalf of Collier County:
Michelle Mosca, AICP, Planner III
Timothy Finn, Planner III

There were two members of the public physically in attendance. Ellen Summers provided a presentation on the proposed SSGMPA and the Rezone request. The presentation lasted approximately 10 minutes.

Following the presentation, the meeting was opened up for comments and questions from the members of public in attendance. There were no comments or questions therefore the NIM concluded at approximately 5:42 PM.

AFFIDAVIT OF COMPLIANCE

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the county to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance.

Ellen Summers
(Signature of Applicant)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Affidavit of Compliance was acknowledged before me this 17th day of September, 2024 by means of X physical presence or _____ online notarization, by Ellen Summers, AICP, Lead Planner, Bowman, who is personally known to me X or who has produced _____ as identification.

Deborah K. D'Angola
Signature of Notary Public

(Notary Seal)

Deborah K. D'Angola
Printed Name of Notary

DEBORAH K. D'ANGOLA
Notary Public - State of Florida
Commission # HH 219413
My Comm. Expires Jan 23, 2026
Bonded through National Notary Assn.

Bowman

September 16, 2024

Re: Barefoot Williams Commercial Subdistrict SSGMPA (PL-20220005822)
11760 Tamiami Trail East Rezone (RZ-PL-20220005137)
BWM File No. 2023.006

Dear Property Owner:

Please be advised that Robert J. Mulhere, FAICP, Senior Vice President, Ellen Summers, AICP, Lead Planner of Bowman Company, and Clay C. Brooker, Esquire of Cheffy Passidomo, P.A., on behalf of the applicant, have made the following two concurrent applications to Collier County Growth Management:

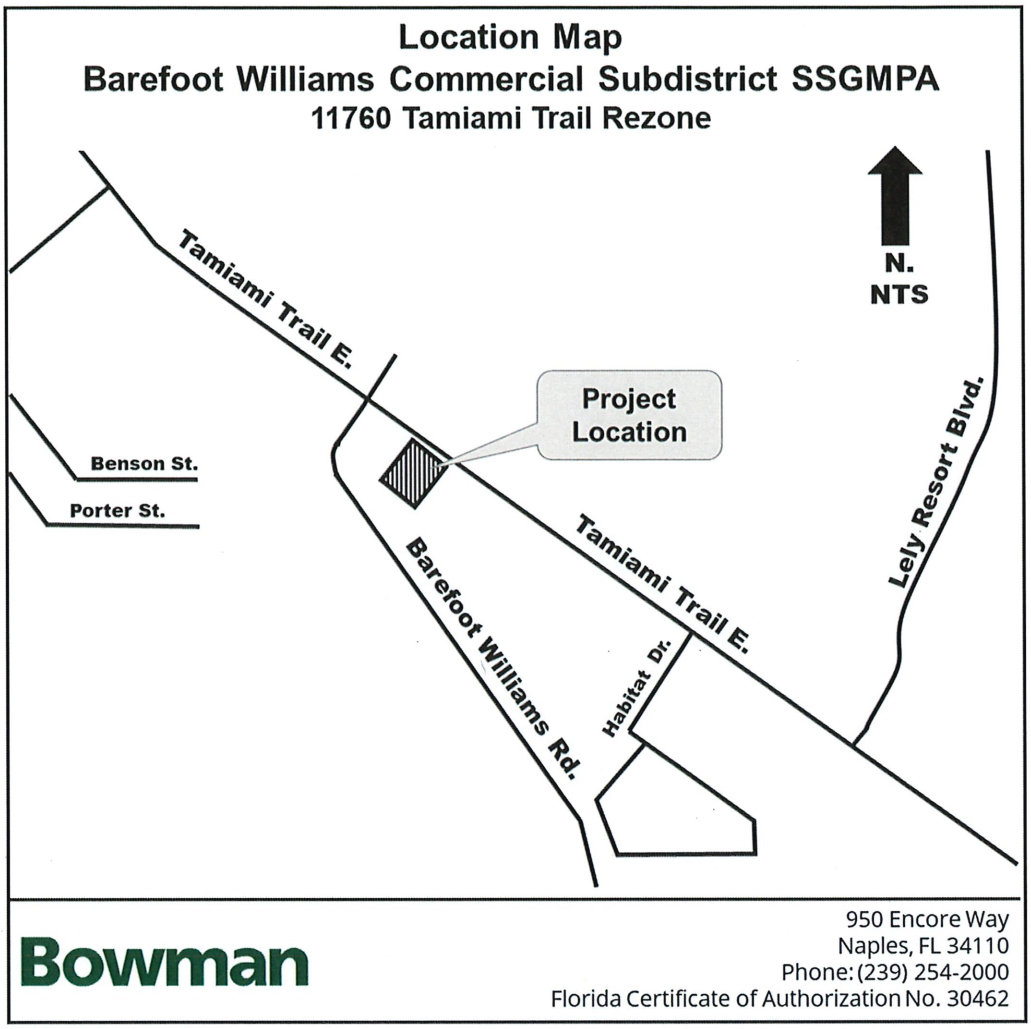
1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and

2) **RZ-PL-20220005137 (11760 Tamiami Trail East Rezone):** An application to rezone the property from the C-3 Zoning District to the C-4 Zoning District. However, the proposed C-4 Zoning District for the property will be limited to permit only one C-4 commercial use (car wash, limited to one on the property), along with the currently permitted C-3 commercial uses.

In compliance with the Land Development Code requirements, a Neighborhood Information Meeting will be held to provide you an opportunity to hear a presentation about this petition and ask questions. The Neighborhood Information Meeting will be held on Wednesday, October 2, 2024 at 5:30 p.m. at the Rookery Bay National Estuarine Research Reserve, The Auditorium, 300 Tower Road, Naples FL, 34113.

The purpose and intent of this Neighborhood Information Meeting is to provide the public with notice of an impending zoning application and to foster communication between the applicant and the public. The expectation is that all attendees will conduct themselves in such a manner that their presence will not interfere with the orderly progress of the meeting.

950 Encore Way, Naples, FL 34110
P: 239.254.2000
bowman.com



Zoom is being provided as an option to those unable to attend the meeting in person. However, if technical difficulties arise with Zoom, the technical difficulties will not be grounds to invalidate the meeting. If you would like to participate via Zoom or view a video of the meeting, please email us at NIM-SWFL@bowman.com and we will send zoom invite or a link of the video. You may also email any comments or questions to NIM-SWFL@bowman.com. Please reference **East Trail Car Wash** in subject line.

BOWMAN

Ellen Summers, AICP
Lead Planner

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Stehpanie Karol
Hole Montes Inc
Po Box 111629
Naples FL 34108-0128

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

09/16/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/16/2024

Legal Clerk

Notary, State of WI, County of Brown

4-6-27

My commission expires

Publication Cost:	$1003.17	
Tax Amount:	$0.00	
Payment Cost:	$1003.17	
Order No:	10562043	# of Copies:
Customer No:	1125693	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS
Notary Public
State of Wisconsin

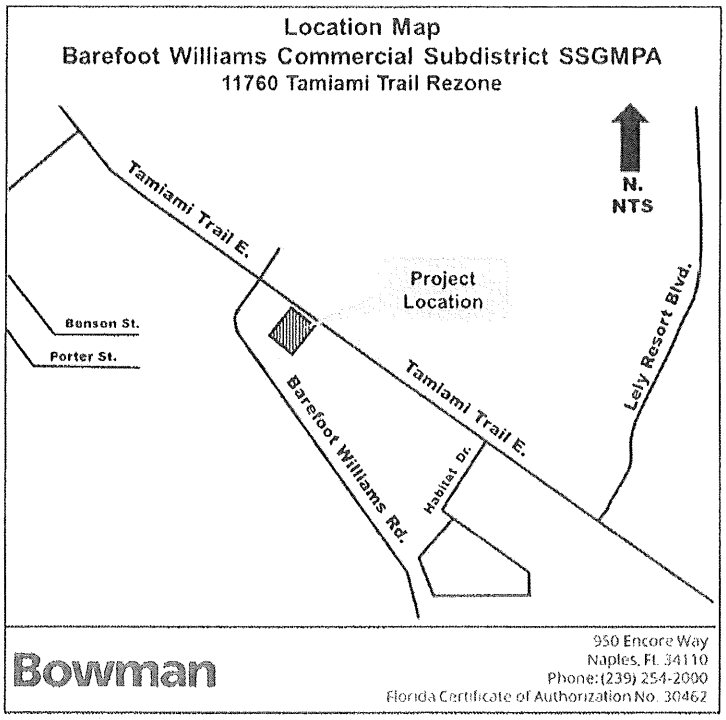
The public is invited to attend a neighborhood information meeting held by Robert J. Mulhere, FAICP, Senior Vice President, Ellen Summers, AICP, Lead Planner of Bowman, and Clay C. Brooker, Esquire of Cheffy Passidomo, P.A., on behalf of the applicant at the following time and location:

Wednesday, October 2, 2024 at 5:30 p.m.
The Rookery Bay National Estuarine Research Reserve, The Auditorium
300 Tower Road, Naples, FL 34113

The following two companion applications have been made to Collier County Growth Management:

1) **SSGMPA-PL-20220005822 (Barefoot Williams Commercial Subdistrict):** A Small-Scale Growth Management Plan Amendment (SSGMPA) application to amend the future land use designation of the property from the Urban Coastal Fringe Subdistrict to establish the Barefoot Williams Commercial Subdistrict. The proposed subdistrict will permit C-3 commercial uses, which are currently permitted under existing zoning, and add car wash as an additional permitted use (limited to one within the district); and

2) **RZ-PL-20220005137 (11760 Tamiami Trail East Rezone):** An application to rezone the property from the C-3 Zoning District to the C-4 Zoning District. However, the proposed C-4 Zoning District for the property will be limited to permit only one C-4 commercial use (car wash, limited to one on the property), along with the currently permitted C-3 commercial uses.



Business and property owners, residents and visitors are welcome to attend the presentation and discuss the project with the applicant and Collier County staff. The purpose and intent of this Neighborhood Information Meeting is to provide the public with notice of an impending zoning application and to foster communication between the applicant and the public. The expectation is that all attendees will conduct themselves in such a manner that their presence will not interfere with the orderly progress of the meeting.

Zoom is being provided as an option to those unable to attend the meeting in person. However, if technical difficulties arise with Zoom, the technical difficulties will not be grounds to invalidate the meeting. If you would like to participate via Zoom or view a video of the meeting, please email us at NIM-SWFL@bowman.com and we will send a zoom invite or a link of the video. You may also email any comments or questions to NIM-SWFL@bowman.com. Please reference **East Trail Car Wash** in the subject line.

Ellen Summers, AICP, Lead Planner
Bowman
950 Encore Way, Naples, FL 34110; Phone: 239-254-2000
email: ESummers@bowman.com

ND-40238203

NEIGHBORHOOD INFORMATION MEETING
BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT SSGMPA (PL-20220005822)
11760 TAMIAMI TRAIL EAST REZONE (RZ-PL-20220005137)
WEDNESDAY, OCTOBER 2, 2024 AT 5:30PM

PLEASE PRINT CLEARLY

Please be advised

The information on this sheet is to contact you regarding this project and future public meetings. Under Florida law, e-mail addresses, phone numbers and certain home addresses are public records once received by a government agency. If you do not want your e-mail address, phone number or home address released if the County receives a public records request, you can refrain from including such information on this sheet. You have the option of checking with the County staff on your own to obtain updates on the project as well as checking the County web site for additional information.

Name	Address	City, State Zip	E-Mail Address
Michele Mosca	CC. Planning Staff		
Melanie Wagner	24 Navajo Trail		

SIGN POSTING INSTRUCTIONS

(CHAPTER 8, COLLIER COUNTY ADMINISTRATIVE CODE FOR LAND DEVELOPMENT)

A zoning sign(s) must be posted by the petition of the petitioner's agent on the parcel for a minimum of fifteen (15) calendar days in advance of the first public hearing and said sign(s) must be maintained by the petitioner or the petitioner's agent through the Board of County Commissioners Hearing. Below are general guidelines for signs, however these guidelines should not be construed to supersede any requirements of the LDC. For specific sign requirements, please refer to the Administrative Code, Chapter 8 E.

1. The sign(s) must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
2. The sign must be securely affixed by nails, staples, or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may no be affixed to a tree or other foliage.
3. The petitioner or the petitioner's agent must maintain the sign(s) in place, and readable condition until the requested action has been heard and a final decision rendered. If the sign(s) is destroyed, lost, or rendered unreadable, the petition or the petitioner's agent must replace the sign(s).

NOTE: AFTER THE SIGN HAS BEEN POSTED, THIS AFFIDAVIT OF POSTING NOTICE SHOULD BE RETURNED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE FIRST HEARING DATE TO THE ASSIGNED PLANNER.

AFFIDAVIT OF POSTING NOTICE

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ELLEN SUMMERS, AICP, LEAD PLANNER, WHO ON OATH SAYS THAT HE/SHE HAS POSTED PROPERTY NOTICE AS REQUIRED BY SECTION 10.03.00 OF THE COLLIER COUNTY LAND DEVELOPMENT CODE ON THE PARCEL COVERED IN PETITION NUMBERS PL-20220005822 & PL-20220005137.

Ellen Summers
SIGNATURE OF APPLICANT OR AGENT

Ellen Summers, AICP, Lead Planner
NAME (TYPED OR PRINTED)

Bowman
950 Encore Way
STREET OR P.O. BOX
Naples, FL 34110
CITY, STATE ZIP

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me this 22nd day of October 2024, by means of X physical presence or _____ online notarization, by Ellen Summers, AICP, Lead Planner, who is personally known to me X or who has produced _____ as identification and who did/did not take an oath.

DEBORAH K. D'ANGOLA
Notary Public - State of Florida
Commission # HH 219413
My Comm. Expires Jan 23, 2026
Bonded through National Notary Assn.

My Commission Expires:
(Stamp with serial number)

Deborah K. D'Angola
Signature of Notary Public

Deborah K. D'Angola
Printed Name of Notary Public


PUBLIC HEARING NOTICE
BAREFOOT WILLIAMS COMMERCIAL
SUBDISTRICT SSGMPA (PL-20220005822) &
11760 TAMIAMI TRAIL EAST REZONE
(PL-20220005137)
CCPC: NOVEMBER 7, 2024 - 9:00 a.m.
BCC: JANUARY 14, 2025 - 9:00 a.m.
Board of County Commissioners' Chambers
Third Floor, Collier County Government Center
3299 Tamiami Trail East, Naples, FL 34112
Tim Finn, Planner III: 239-252-4312
Michele Mosca, Planner III: 239-252-2466


PUBLIC HEARING NOTICE
BAREFOOT WILLIAMS COMMERCIAL
SUBDISTRICT SSGMPA (PL-20220005822) &
11760 TAMIAMI TRAIL EAST REZONE
(PL-20220005137)
CCPC: NOVEMBER 7, 2024 - 9:00 a.m.
BCC: JANUARY 14, 2025 - 9:00 a.m.
Board of County Commissioners' Chambers
Third Floor, Collier County Government Center
3299 Tamiami Trail East, Naples, FL 34112
Tim Finn, Planner III: 239-252-4312
Michele Mosca, Planner III: 239-252-2466

Docusign Envelope ID: 286F8503-9385-49E3-B18D-19FAD5762B4F

January 7, 2025

Board of County Commissioners
Collier County Government Center
3299 East Tamiami Trail
Naples, FL 34112
Email: Geoffrey.Willig@colliercountyfl.gov

Re: Objection to Proposed Amendment to Ordinance
Ordinance No. 89-05, Collier County GMP
Barefoot Williams Property – Proposed Car Wash

Dear Collier County Board of County Commissioners,

We write to you on behalf of two local, established car wash businesses serving our local community: (1) Pump & Munch Car Wash located at 9995 Tamiami Trail East, Naples, Florida, and (2) Dolphin Auto Spa Express Car Wash located at 6240 Collier Blvd, Naples, Florida. Both of our car washes are within the very close vicinity of the proposed car wash with our locations being 2.2 miles and 2.4 miles away, respectively. We write this letter to raise our concerns and objections to the proposal.

The Applicant claims that the area is in need of another car wash, but that could not be further from the truth. A simple review of the associated maps would show that there are already five substantial car washes within just a three mile radius of the proposed location. Five car washes in this small vicinity is far more than would reasonable for the population in the area, and this oversaturation of the market is exacerbated when out of season. The insertion of another car wash in this oversaturated market will create unmerited stress on the car washes that already serve the limited market in the area and potentially lead to business closures. The Applicant attempts to distinguish itself in the nature of its car wash business, but the reality is that four of the nearby five car washes are essentially identical. Even the County Staff noted their concerns associated with the "high proportion of car washes . . . ."

The Applicant also attempts to paint the approval of the car wash as somehow serving the needs of the local community, but it is difficult to ascertain what needs are being served when there are so many car washes in the area already providing identical service with almost identical facilities. An oversaturation of the market does not serve the local community. It does, however, create strain on local businesses that can lead to closures of the already existing businesses.

Additionally, the Application appears to rely heavily on the argument that the proposal is permitted on the basis that the Home Depot adjacent property has permitted uses of C-5, pursuant to Ordinance 2024-08.

Docusign Envelope ID: 286F8503-9385-49E3-B18D-19FAD5762B4F

A review of Ordinance 2024-08, however, clearly reflects that the Home Depot has permitted uses of *only* C-3. A reliance on the Home Depot zoning being C-5 to permit the car wash is incorrect.

We look forward to attending the hearing to provide our comments in person, and we reserve the right to raise additional matters at the hearing.

Sincerely,

Pump & Munch

DocuSigned by:
Jalal Shehadeh
8A0E5EBC6E9342F...

Jalal "Jay" Shehadeh

Dolphin Auto Spa

DocuSigned by:
Diane Calabrese
1C124F064F0145A...

Diane Calabrese

NOTICE OF PUBLIC HEARING
NOTICE OF INTENT TO CONSIDER ORDINANCES

Notice is hereby given that a public hearing will be held by the **Collier County Board of County Commissioners (BCC)** at **9:00 A.M.** on **January 14, 2025**, in the Board of County Commissioners meeting room, third floor, Collier Government Center, 3299 East Tamiami Trail, Naples FL to consider:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AMENDING ORDINANCE NO. 89-05, AS AMENDED, THE COLLIER COUNTY GROWTH MANAGEMENT PLAN FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, SPECIFICALLY AMENDING THE FUTURE LAND USE ELEMENT AND FUTURE LAND USE MAP AND MAP SERIES BY CHANGING THE LAND USE DESIGNATION OF PROPERTY FROM URBAN, URBAN MIXED USE DISTRICT, URBAN COASTAL FRINGE SUBDISTRICT TO COMMERCIAL DISTRICT, BAREFOOT WILLIAMS COMMERCIAL SUBDISTRICT TO ALLOW 11,000 SQUARE FEET OF GROSS FLOOR AREA OF COMMERCIAL USES, OF WHICH A CAR WASH MAY BE 5,000 SQUARE FEET OF GROSS FLOOR AREA. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF TAMIAMI TRAIL EAST 350 FEET EAST OF THE INTERSECTION OF TAMIAMI TRAIL AND BAREFOOT WILLIAMS ROAD IN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, CONSISTING OF 1.92± ACRES; AND FURTHERMORE, DIRECTING TRANSMITTAL OF THE ADOPTED AMENDMENT TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. [PL20220005822]

AND

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AMENDING ORDINANCE NO. 2004-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH ESTABLISHED THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA BY AMENDING THE APPROPRIATE ZONING ATLAS MAP OR MAPS BY CHANGING THE ZONING CLASSIFICATION OF THE HEREIN DESCRIBED REAL PROPERTY FROM AN INTERMEDIATE COMMERCIAL DISTRICT (C-3) ZONING DISTRICT TO A GENERAL COMMERCIAL DISTRICT (C-4) ZONING DISTRICT LIMITED TO 11,000 SQUARE FEET OF GROSS FLOOR AREA OF COMMERCIAL USES OF WHICH 5,000 SQUARE FEET OF GROSS FLOOR AREA MAY BE CARWASH, WITH CONDITIONS; PROVIDING FOR PARTIAL REPEAL OF ORDINANCE NO. 00-81 AND RESOLUTION NO. 12-253. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF TAMIAMI TRAIL EAST 350 FEET EAST OF THE INTERSECTION OF TAMIAMI TRAIL AND BAREFOOT WILLIAMS ROAD IN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 26 EAST, CONSISTING OF 1.92± ACRES; AND BY PROVIDING AN EFFECTIVE DATE. [PL20220005137]

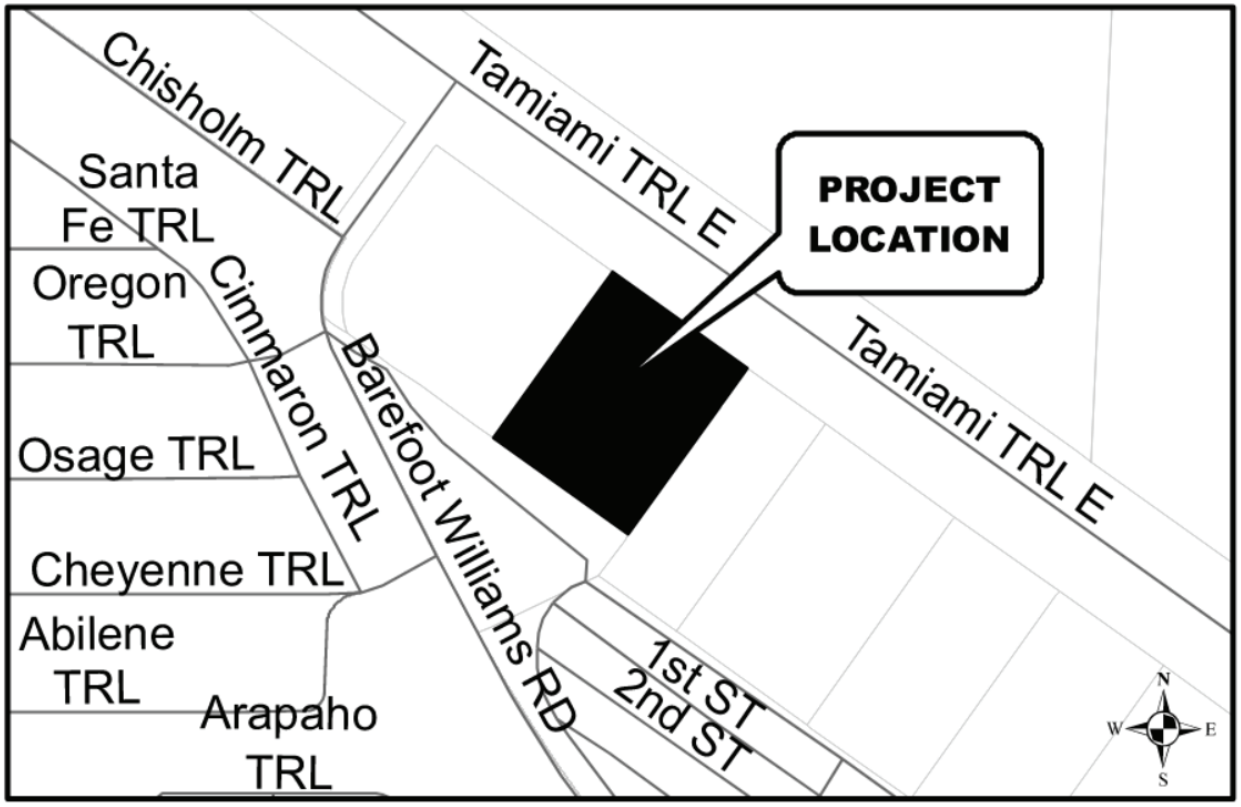
11760 Tamiami Trail East (Small Scale GMPA) & (RZ) (PL20220005822) & (PL ...

Board of County Commissioners

Publication Date: 12/26/2024

Expiration Date: 01/16/2025

Notices.CollierClerk.com



A copy of the proposed Ordinances is on file with the Clerk to the Board and is available for inspection. All interested parties are invited to attend and be heard.

All persons wishing to speak on any agenda item must register with the County Manager prior to presentation of the agenda item to be addressed. Individual speakers will be limited to three (3) minutes on any item. The selection of any individual to speak on behalf of an organization or group is encouraged. If recognized by the Chairman, a spokesperson for a group or organization may be allotted ten (10) minutes to speak on an item. Written materials intended to be considered by the Board shall be submitted to the appropriate County staff a minimum of seven (7) days prior to the public hearing. All materials used in presentations before the Board will become a permanent part of the record.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

Any person who decides to appeal any decision of the **Board** will need a record of the proceedings pertaining thereto and therefore, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Facilities Management Division, located at 3335 Tamiami Trail East, Suite 101, Naples, FL 34112-5356, (239) 252-8380, at least two (2) days prior to the meeting. Assisted listening devices for the hearing impaired are available in the Board of County Commissioners Office.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

CHRIS HALL,
CHAIRMAN

CRYSTAL K. KINZEL,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: Jennifer Hansen
Deputy Clerk (SEAL)

Executive Summary

Recommendation to discuss a Resolution adopted by the Board of Directors of Ave Maria Civic Association opposing certain proposed relocation options for the Naples Airport near the Ave Maria community.

OBJECTIVE: To have a Board discussion on the recently adopted Resolution by the Board of Directors of Ave Maria Civic Association opposing Naples Airport relocation near Ave Maria, Florida.

CONSIDERATIONS: On November 21, 2024, the Board of Directors of Ave Maria Civic Association adopted Resolution 2024-1, opposing Naples Airport expansion near Ave Maria, Florida. The Resolution states:

Whereas, the Ave Maria Civic Association, Inc. a Florida corporation (the "Corporation") pursuant to F.S. 607.0205(2) of the Florida Business Corporation Act situated in Collier County, Florida; and
Whereas, the Association was established for the purpose to be a resource of information, and have a voice in community planning in Ave Maria and the surrounding area; and
Whereas, the Naples Airport Authority (NAA) has commissioned a study for the relocation of the Naples Airport, located in Naples, Florida; and
Whereas, the area known as Sunripe Land South of Oil Well Road (option #3 on site map) and the existing Immokalee Regional Airport, located in Immokalee Florida, (option D on the site map), are considered as viable alternative locations; and
Whereas, the area known as Option C is undeveloped and Option D would bring a lot of disruptive noise to the development of Ave Maria, and the surrounding area; and
Whereas, the area around both Options C and D are projected to add over 6,000 single and multi-family homes within the time the area would be developed for airport operations; and
Whereas, the choice of Option C and Option D will relocate the airport from one heavily residential area to another heavily residential area; and
Whereas, the choices of Options C and D will only relocate the noise and other complaints that presently, the NAA seeks by relocation of the airport from one residential to another,
Now, be it resolved by the members of the Ave Maria Civic Association:
The majority of the members of the Corporation strongly opposes the selections of Option C and Option D as a location to relocate Naples Airport.

I would like to have an open discussion with the Board on this Resolution and the position established by the Ave Maria community.

FISCAL IMPACT: None

GROWTH MANAGEMENT IMPACT:

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, raises no legal issues and requires majority vote for approval. -JAK

RECOMMENDATIONS: To have a Board discussion on the recently adopted Resolution by the Board of Directors of Ave Maria Civic Association opposing Naples Airport relocation near Ave Maria, Florida.

PREPARED BY: William L. McDaniel, Jr.

ATTACHMENTS:
1. Ave Maria Resolution

RESOLUTION 2024-1

A RESOLUTION OF THE BOARD OF DIRECTORS OF OF AVE MARIA CIVIC ASSOCIATION OPPOSING NAPLES AIRPORT EXPANSION NEAR AVE MARIA, FLORIDA

WHEREAS, the Ave Maria Civic Association, Inc. a Florida corporation (the "Corporation") pursuant to F.S. 607.0205(2) of the Florida Business Corporation Act situated in Collier County, Florida; and

WHEREAS, the Association was established for the purpose to be a resource of information, and have a voice in community planning in Ave Maria and the surrounding area; and

WHEREAS, the Naples Airport Authority (NAA) has commissioned a study for the relocation of the Naples Airport, located in Naples Florida; and

WHEREAS, the area known as Sunripe Land South of Oil Well Road (option #3 on site map) and the existing Immokalee Regional Airport, located in Immokalee Florida, (option D on the site map), are considered as viable alternative locations; and

WHEREAS the area known as Option C is undeveloped and Option D would bring a lot of disruptive noise to the development of Ave Maria, and the surrounding area; and

WHEREAS the area around both Options C and D are projected to add over 6000 single and multi-family homes within the time the area would be developed for airport operation; and

WHEREAS the choice of Option C and Option D will relocate the airport from one heavily residential area to another heavily residential area; and

WHEREAS the choices of Options C and D will only relocate the noise and other complaints that presiently, the NAA seeks by relocation of the airport from one residential to another,

NOW, BE IT RESOLVED BY THE MEMBERS OF THE AVE MARIA CIVIC ASSOCIATION:

The majority of the members of the Corporation strongly opposes the selections of Option C and Option D as a location to relocate Naples Airport.

PASSED AND ADOPTED this 21st day November 2024

PRESIDENT

SECRETARY

Executive Summary

Recommendation that the Board receive an update from the Trust for Public Lands (TPL) regarding the Seminole Gulf Rail Line acquisition and direct the County Manager or their designee to 1) Provide $5,000 to TPL for preparation of a grant application for the acquisition of the Seminole Gulf Rail Line; 2) Pledge up to $899,000 toward the local match for the grant; and 3) Work with partner municipalities on a Memorandum of Agreement to formalize cooperation of the entities.

OBJECTIVE: To secure funding to purchase the Seminole Gulf Rail Line (SGRL) right-of-way from north of Wiggins Pass Road to the Lee County Line.

CONSIDERATIONS: In May 2020, the County Manager's Office was approached by the Trust for Public Lands (TPL) to begin exploring the acquisition of the SGRL from north of Wiggins Pass Road to Alico Road in coordination with the City of Bonita Springs & the Village of Estero. The intended use of the corridor is for a passive-recreation trail. Approximately 0.75 miles +/- of the railroad corridor is immediately adjacent to Conservation Collier lands (Railhead Preserve), with nearly .4 of a mile bifurcating the Preserve. In addition, a short section will facilitate the necessary roadway crossing for the extension of Veterans Memorial Boulevard. In July 2020, TPL requested the County to provide approximately $11,500 toward the cost of the corridor appraisal. This was the cost of the appraisal ($68,000) split between six entities, former County Manager Leo Ochs, authorized the participation. At the October 27, 2020, Board meeting, County Manager Ochs provided an update to the Board that the County Manager's staff was working with the Village of Estero, City of Bonita Springs & Lee County in a joint effort facilitated by the TPL to attempt to acquire the railroad right-of-way. Appraisals were received, and the TPL attempted to negotiate an acceptable purchase price with the SGRL. However, at that time, they were unable to come to an agreement and negotiations stalled. In early 2024, the TPL was able to place the corridor from north of Wiggins Pass Road to Alico Road under contract for $82M with a closing timeframe no later than March 2026. The corridor is intended to be railbanked to preserve the opportunity for future rail use. Railbanking is a voluntary agreement between a railroad company and a trail sponsor (such as a trail organization or government agency) to use an out-of-service rail corridor as a trail until a railroad might need the corridor again for rail service. This interim trail use of railbanked corridors has preserved thousands of miles of rail corridors that would otherwise have been abandoned. Railbanking maintains the corridor for a potential future rail use. However, if that use would come forward, the entity would be required to reimburse the County the initial purchase price inclusive of an escalation to account for consumer price index (CPI) and also provide compensation for any improvements based on a depreciated value.

The TPL made a presentation to the Metropolitan Planning Organization (MPO) Board in April 2024, requesting the corridor be placed on the MPO priority list as well as support for future funding requests, which was unanimously approved.

The TPL is pursuing multiple state and federal funding opportunities, many of which will require a match of the potential grant award. Match requirements for most federal funds are 20% of the grant request. The TPL in coordination with Lee County applied for an Active Transportation Infrastructure Investment Program (ATIIP) grant, in which at the June 11, 2024, agenda item 16B15, the Board authorized staff to provide $5,333.33 to TPL for grant application preparation and pledged up to $241,611 toward the local match for the grant. To date, there has been no notice of award for the grant application and TPL and Lee County are still awaiting the results.

While the City of Bonita Springs and the Village of Estero have acted specifically supporting the acquisition of the corridor and pledged several million dollars toward the purchase, Lee County has yet to do so. Therefore, an option to acquire the right-of-way in a phased manner has been negotiated with the seller to allow for a continued acquisition of the portions within Collier County, City of Bonita Springs and the Village of Estero, with a future purchase in unincorporated Lee County. Below is a breakdown of Phase 1 and Phase 2 costs per mile and value from the most current appraisal:

Phase 1				
	Segment Length	**% of Phase 1 Length**	**Value**	**% of Phase 1 Value**

	(miles)			
Village of Estero	5.3	42.06	$29,057,517	37.91%
City of Bonita Springs	5.8	46.03	$33,815,561	44.11%
Collier County	1.5	11.90	$13,781,660	17.98%
Phase 1 Totals	**12.5**	**100%**	**$76,654,735**	**100%**
Phase 2				
Unincorporated Lee County	2.3	100%	$7,672,979	100%

The TPL is currently pursuing a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) for Phase 1 of the project, the grant fund request is limited to $25 million and will require a minimum of a 20% local match. The total grant preparation costs are anticipated to be $25,000 and will be split equally among participating members (Village of Estero, City of Bonita Springs, Friends of Bonita Estero Rail Trail (BERT) & TPL). The TPL is seeking a contribution of $5,000 from Collier County for the grant application preparation. Because Collier County has an ongoing United States Department of Transportation discretionary grant, either the City of Bonita Springs or the Village of Estero will be the applicant for the grant application. The maximum capital grant award for this grant opportunity is $25 million. Therefore, if the grant were realized, Collier County's portion of the grant proceeds would be $4,495,000 and the local match $899,000.

Should the railroad corridor be included in an upcoming targeted protection area, it would then be eligible for Conservation Collier acquisition funds. The corridor would facilitate the connection between other off-site private preserves with the already acquired Conservation Collier lands, as well as connecting existing Conservation Collier preserves.

If this grant is awarded, the ultimate local acquisition contribution could be funded utilizing multiple sources, including, but not limited to, Road Impact Fees, Conservation Collier Acquisition funds, or the General Fund. Per discussions with TPL, the lump sum match amount would not be remitted until Spring 2026 when the property acquisition would occur.

In recent conversations with the County's local delegation, as well as in various grant funding opportunity inquiries, it has been noted that a memorandum of agreement formalizing cooperation of the involved entities is desired. The agreement would assist the entities to align their goals, objective and emphasize the collaboration of the multiple entities toward the common goal of corridor acquisition.

This item is consistent with the Collier County Strategic Plan objective to design and maintain an effective transportation system to reduce traffic congestion and improve the mobility of our residents and visitors.

FISCAL IMPACT: Funds in the amount of $5,000 are available within the Transportation Cap Fund (3081), Project 60118 for grant application development. The source of funding is general fund and unincorporated general fund. If the grant is awarded, a subsequent Board action will be necessary for approval and a budget amendment will be required for the County's determined share of the required local grant match up to $899,000. Potential sources of grant match include Conservation Collier funds, Road Impact Fees, Gas Tax, and general fund.

GROWTH MANAGEMENT IMPACT: These improvements are consistent with the Growth Management Plan Transportation Element.

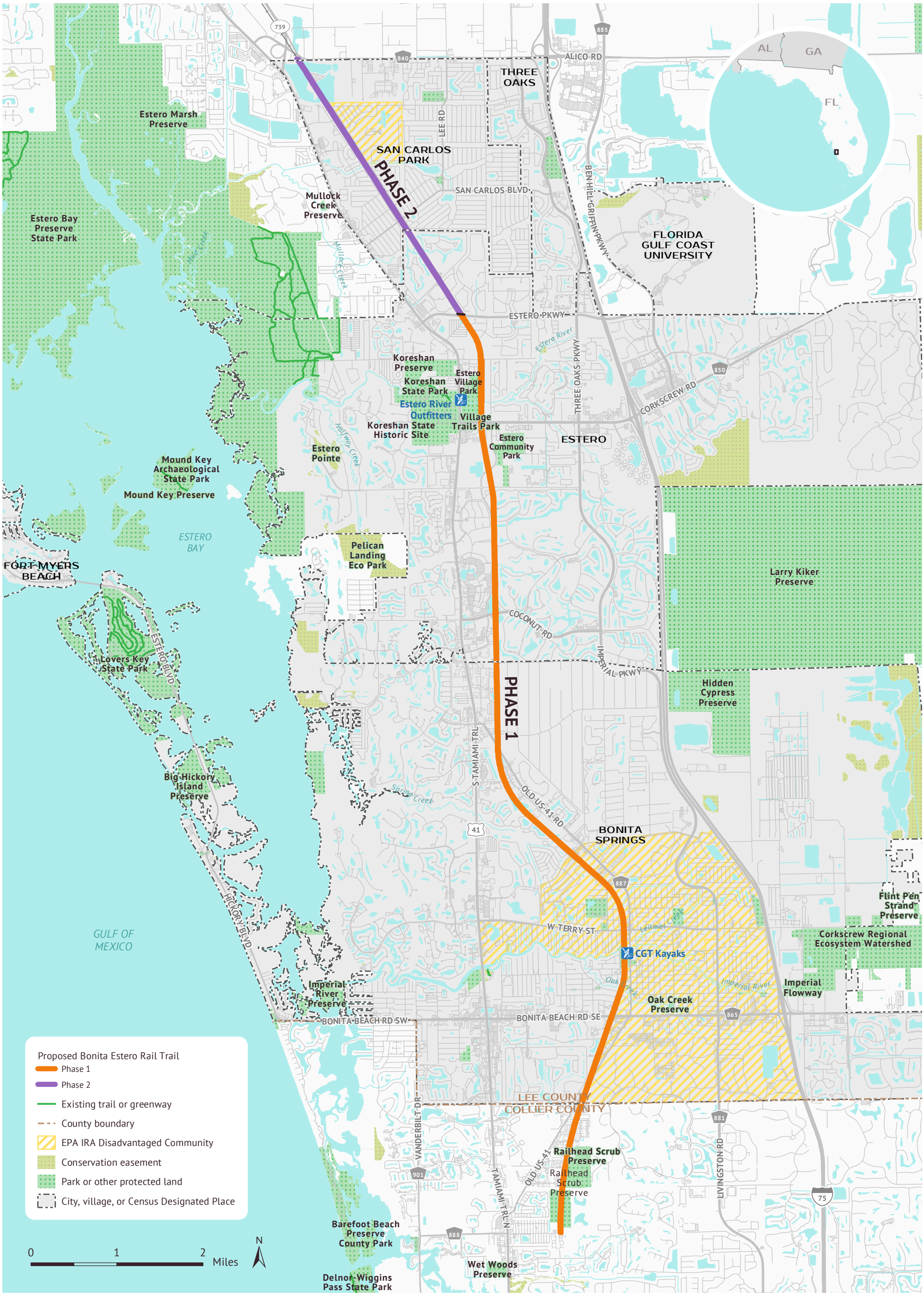
LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for approval. -JAK

RECOMMENDATIONS: That the Board receive an update from the Trust for Public Lands (TPL) regarding the Seminole Gulf Rail Line acquisition and direct the County Manager or their designee to 1) Provide $5,000 to TPL for preparation of a grant application for the acquisition of the Seminole Gulf Rail Line; 2) Pledge up to $899,000 toward

the local match for the grant; and 3) Work with partner municipalities on a Memorandum of Agreement to formalize cooperation of the entities.

PREPARED BY: Trinity Scott, Transportation Management Services Department Head

ATTACHMENTS:
1. Location Map



Bonita Estero Rail Trail

COLLIER AND LEE COUNTIES

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Executive Summary

Recommendation to accept an update on the status of Board-directed negotiations with Gargiulo Education Center, Inc., for the purchase of Collier County-owned property located at 16140 and 16144 Performance Way, no longer needed for an EMS station, including information on Gargiulo's consideration of grant funding for property acquisition costs and the construction of a child education center.

OBJECTIVE: To inform the Board of County Commissioners (the "Board") of the status of negotiations with Gargiulo Education Center, Inc. ("Gargiulo") for the purchase of Collier County-owned property at 16140 and 16144 Performance Way (the "Property"), including Gargiulo's efforts to secure grant funding for acquisition and construction of a child education center.

CONSIDERATIONS: On November 12, 2024, under agenda item 11.D. (formerly 16.E.2), the Board directed staff to negotiate with Gargiulo to purchase the Property. The Board specified that the purchase price should reimburse the County's acquisition costs and related expenditures. Additionally, the Board indicated it would consider offering financing to Gargiulo. Real Property Management ("Real Property") consulted with the County Attorney's Office, which confirmed that deferred payments are legally permissible. Furthermore, Gargiulo is exploring other funding opportunities including grants that would assist in offsetting the purchase price and construction costs for the educational center. However, the grants that Gargiulo is contemplating would not have funding available until October 2025, if awarded. As of this executive summary, Gargiulo's board of directors has met and is currently evaluating its options regarding whether to proceed with a grant application or request a deferred payment. It is important to note that if Gargiulo moves forward with a grant application and receives the funds, the funds may be restricted to the construction of the child education center, and the North Collier Fire District may not use the facility as intended when Gargiulo presented it to the Board. Discussions with the North Collier Fire District are currently underway.

Background and other Board approvals:

On September 11, 2007, agenda item 16E8, the Board approved the purchase of the property to house an EMS Facility. The Property was acquired at a purchase price of $674,896.86. The property is no longer required for an EMS Station, as EMS intends to co-locate operations at a nearby fire station on U.S. Highway 41, which North Collier Fire District will construct.

On July 2024, agenda item 16F1, the Board considered letters of intent from Gargiulo and Up In Smoke, LLC, proposing to purchase the Property and authorized the County Manager or designee to take any and all action necessary to surplus the properties. The direction was followed, and two bids were received using the competitive process.

1. Up In Smoke, LLC, and sell for $1,310,000 cash, no contingencies. The proposed use is the development of a storage facility.

2. Gargiulo Education Center, Inc., a 501(c)(3) nonprofit public charity and sell for $674,900 with a $10,000 deposit. The proposed use is the development of a new facility to house an after-school program and a community center to service at-risk latchkey and migrant students and poverty-level families in North Naples at no cost to the families.

The item was moved to the regular agenda, and following the presentation, Gargiulo was selected. Gargiulo is expected to decide how to proceed and notify staff of their intentions. Because federal funding prohibits certain actions, if Gargiulo applies for federal grant funds, it cannot enter into a contract or pursue a zoning verification until the funding award is granted. As a result, the Board's consideration of the agreement will be delayed. Alternatively, at any point, until a contract is approved, the Board may choose to select Up in Smoke, LLC, a cash buyer.

FISCAL IMPACT: At this time there is no fiscal impact. A total of $875,000 in net commercial loan proceeds were used to fund the purchase of the land and the associated costs, which include title insurance, environmental assessments plus engineering fees for site development. This debt was later consolidated into a general government special obligation bond in the amount of $522,188. Annual debt service payments are expected to be completed in fiscal year

2034. As of FY 2024, the proportional loan outstanding is $340,269. Proceeds from the sale of the land will be deposited within General Fund (0001) as funding from the General Fund (0001) and County-wide Capital Fund (3001) has assisted the Emergency Management Services Impact Fee fund (3030) with the annual debt service payments for this property. Currently, the out-of-pocket costs, including community association fees and surtax funding, listed as “other costs” are:

Land Cost: $689,990.50
Interest: $312,867.28
Other Costs: $301,792,.58
TOTAL: $1,304,650.36

The total out-of-pocket costs, including the remaining loan balance, will be reimbursed accordingly through the property sale proceeds.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for approval. -JAK

RECOMMENDATIONS: To accept an update on the status of Board directed negotiations with Gargiulo Education Center, Inc., for the purchase of Collier County-owned property located at 16140 and 16144 Performance Way, no longer needed for an EMS station, including information on Gargiulo's consideration of federal grant funding for property acquisition costs and the construction of a child education.

PREPARED BY: Jennifer A. Belpedio Esq., Manager, Real Property Management, TMSD

ATTACHMENTS:
1. BCC Minutes 11_12_2024 R
2. Soliciation Responses

TRANSCRIPT OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS
Naples, Florida, November 12, 2024

LET IT BE REMEMBERED that the Board of County Commissioners, in and for the County of Collier, and also acting as the Board of Zoning Appeals and as the governing board(s) of such special districts as have been created according to law and having conducted business herein, met on this date at 9:00 a.m., in REGULAR SESSION in Building "F" of the Government Complex, East Naples, Florida, with the following Board members present:

Chairman: Chris Hall
Rick LoCastro
Dan Kowal
William L. McDaniel, Jr. (via phone)
Burt L. Saunders

ALSO PRESENT:
Amy Patterson, County Manager
George Yilmaz, Public Utilities Administrator
Jeffrey A. Klatzkow, County Attorney
Crystal K. Kinzel, Clerk of the Circuit Court & Comptroller
Troy Miller, Communications & Customer Relations

COMMISSIONER KOWAL: Aye.
COMMISSIONER McDANIEL: Aye.
CHAIRMAN HALL: Opposed?
(No response.)
CHAIRMAN HALL: No one.
MS. PATTERSON: Very good. Thank you.

Item #11D

RECOMMENDATION TO ACCEPT THE HIGHEST BID OF $1,310,000 CASH WITH NO CONTINGENCIES FROM UP IN SMOKE, LLC, PURSUANT TO SECTION 125.35, FLORIDA STATUTES, FOR PROPERTY OWNED BY THE COUNTY LOCATED AT 16140 AND 16144 PERFORMANCE WAY ("PROPERTY") AND AUTHORIZE THE COUNTY MANAGER OR DESIGNEE TO NEGOTIATE A CONTRACT FOR PRESENTATION TO THE BOARD AT A FUTURE MEETING - MOTION TO WORK OUT FAIR TERMS WITH GARGIULO EDUCATION CENTER FOR COMMUNITY BENEFIT BY COMMISSIONER HALL; SECONDED BY COMMISSIONER LOCASTRO – APPROVED

MS. PATTERSON: That brings us now to our Item 16E2, now Item 11D. This is a recommendation to accept the highest bid of $1,310,000 cash with no contingencies from Up in Smoke, LLC, pursuant to Section 125.35, Florida Statutes, for property owned by the county located at 16140 and 16144 Performance Way and authorize the County Manager or designee to negotiate a contract for presentation to the Board at a future meeting.

This item is brought to the agenda -- to the regular agenda by Commissioner Hall, and Ms. Trinity Scott is here to present and/or

answer questions.

CHAIRMAN HALL: Before you go, Trinity, let me just tell you why I brought this forward. Because, you know, we have the property up there -- the county's had the property up there for years on Performance Way, and we decided to sell it, so we put it out for bid, and it's being used right now for an education center for the children.

And the highest bid came back almost twice the amount of what was proposed. And when that happened, you know, you think it's all about the money, but it's not all about the money. And we have great public benefit going on out there with the Gargiulo Education Center, and so you can think, well, it's just -- it's all about amazing public benefit. But it's not just about public benefit.

So I brought this forward so we could discuss it. And, you know, a deal is when both sides walk away happy, and I wanted to -- after Trinity presents, I'll make a few comments about what my thoughts are. And I've had just a brief conversation with Mary and Eloy this morning.

So, Trinity, go ahead.

MS. SCOTT: Thank you. Trinity Scott, Transportation Management Services department head.

I know you're looking at me like "Why are you up here talking about a real property item?" We have welcomed Real Property into the Transportation Management Services fold, and today I'm joined with Jennifer Belpedio, our real property manager.

As Commissioner Hall and Ms. Patterson discussed, we are talking about 16140 and 16144 Performance Way. It is just under an acre of property for the two parcels combined.

The county purchased this parcel -- these two parcels back in September of 2007. It was intended for an EMS facility. The purchase price of the property was just about $675,000; however, the

county secured a loan for $875,000 to cover the associated fees and additional engineering costs. The county has paid interest on that debt since the acquisition, and the outstanding loan is $340,000.

EMS now plans to operate from a nearby fire station, so the property is no longer necessary for an EMS use. In February of this year, Gargiulo Education Center, a non-profit, expressed interest in buying the property to build a center for at-risk children and families in North Naples. And in May of 2024 we also received an offer from Up in Smoke, a private foundation, to develop a storage facility on the site.

In July, the Board directed the County Manager to begin a competitive process for bidding to allow all interested parties a chance to bid on the property. We advertised those bids, they were posted online, and they were opened on September 9th.

We received two bids, one bid from Up in Smoke for $1,310,000 cash with no contingencies, and the proposed use is for the development of a storage facility.

We also received a second bid from Gargiulo Education Center for $674,900 with a $10,000 deposit, and their proposed use is for developing a new facility to house an after-school program and community center to service at-risk latchkey and migrant students and poverty-level families in North Naples with no cost to the families. A partnership with North Collier Fire District for the use of the building is also mentioned in the letter.

Staff's recommendation is to sell the property to Up in Smoke for $1.3 million, which is in excess of the amount of money that we have encumbered in the property currently; however, should the Board decide not to move forward with staff's recommendation, they could accept the Gargiulo Education Center offer, or the Board could also reject both bids and allow the property to remain in the county's surplus holdings.

CHAIRMAN HALL: Is that it?

MS. SCOTT: That's it.

CHAIRMAN HALL: So -- and my thoughts about this thing, I would like to continue with the Gargiulo Education Center in that piece of property, and I would like to see if we could structure it in some kind of a way -- instead of -- you know, there's a balance here in the difference of the bids. We have $875,000, the county's exposure, in a loan, that we've got it down to 300-and-something thousand.

So I would propose selling the property for a million dollars to them with the $700,000 of cash down and taking payments on the remaining balance until they get it paid off, and I've asked them if they had the cash flow to do that and if it would be comfortable, and I think that the county would come out, and I think that the education center would come out, and the kids would come out, and so I just wanted to open that up for discussion.

COMMISSIONER LoCASTRO: Did they agree to that, or you're just proposing it?

CHAIRMAN HALL: They're here to talk. And I would like to hear your thoughts on that, Mary, if you would step up, please.

MS. ASTA: First off, thank you so much for allowing me to speak today and pulling this very important item.

So a million dollars is out of our budget; however, we will make it work. Our board president is here. I'm putting it on her. So, yes, we do have the money to begin the process.

CHAIRMAN HALL: I'm not stuck on a million. I just kind of threw that out there.

MS. ASTA: Okay, good.

CHAIRMAN HALL: But I didn't know what the figures were until Trinity just told us about our loan.

You know, the terms -- we can work on the terms to make it

comfortable. So it's not just about the money, but I really do -- would like to pursue the public benefit of the education center.

MS. ASTA: Well, I appreciate that, and I'd like to tell you a little bit about the benefits and the investments that we've made in our children.

One of our graduates, which we helped get -- he was with us since kindergarten, that we helped him get scholarship because he wanted to be a music teacher, and he is a music teacher. And he was up for a nomination for a Golden Apple Award. That's the products of the kids that we're putting out.

I have another student that's here right now, a former student, who leads our director of entrepreneur apprenticeship program while she's going to school. She has given -- this itself, being here, is an incredible experience and education, and this is the type of education that we provide our children and expect them to become successful professionals and adults.

CHAIRMAN HALL: Okay. We are all lit up.

So, Commissioner Saunders.

COMMISSIONER SAUNDERS: Thank you, Mr. Chairman.

A question for Mr. Klatzkow. I want to make sure that however we proceed on this that we're not doing something that would be in violation of Florida Statutes. We have a requirement to do a competitive selection when we have property that is surplus. Once we get bids, are we required under that statute or any statutes to accept the highest bidder?

MR. KLATZKOW: You are not required, no.

COMMISSIONER SAUNDERS: We are totally free to negotiate a lower price?

MR. KLATZKOW: This is a qualified non-profit corporation, is my understanding. So if that's true, there's no issue. I would ask that it be brought back, however, rather than just doing it from here.

COMMISSIONER SAUNDERS: Right. You'd have to check into that and make sure that we're not doing something that would be illegal in terms of the -- this issue.

And then the second question that I would ask is, how do we ensure that this remains as a not-for-profit into the long-term future? And I'm not sure how we do that. I'm sure there's a way that the County Attorney can come up with something. But, for example, if there was a decision by the not-for-profit to ultimately sell the property for 1.3 million, or whatever it would be worth at that time, that would be bit of an embarrassment.

So I know that's not anybody's intent. I'm just -- there are some folks that would do that. I'm not saying you guys would at all. That's -- I just want to make sure we're not doing anything that is putting the county at risk or is improper under Florida law.

MR. KLATZKOW: We've done similar provisions in the past reserving the right to take the property back if they change the use. We've done that in the past. Since there's money involved here, there would have to be some sort of proration, but we've done that before.

COMMISSIONER SAUNDERS: Okay. As long as we can protect the county's interest in the long-term future with this property -- because it is a substantially discounted sales price, and I just want to make sure we're -- you know, five years from now we don't read in the newspaper that it was sold for $2 million.

CHAIRMAN HALL: One of the things that made me comfortable is they've been doing this for 23 years, so that's -- it's not like we started a year and a half ago, and we may not work.

COMMISSIONER SAUNDERS: Right.

MS. SCOTT: And if I could just make a clarification, because one thing I did not include in my presentation was our in-house appraisal was approximately $991,000, give or take some change.

We paid 675,000, give or take, for the property. Our commercial note was 875,000, and that includes engineering fees and environmental assessments that were done at the time.

CHAIRMAN HALL: Commissioner LoCastro.

COMMISSIONER LoCASTRO: Thank you, Chairman.

The numbers as they are on the screen right now I wasn't comfortable with, because one of the things you have to remember is the county actually doesn't own this piece of property; taxpayers do. So if we sold it to you for 674,000, we're basically giving up the difference with the other bid and subsidizing, you know, your organization.

Nobody here questions the value of your organization. So it's not about that. And also, it's not just -- you know, it's easy to say, well, then it's all about the money. Well, you know, when taxpayers beat us up for their taxes going up one cent or going down two cents, it does matter. And so we're here to protect the taxpayer interest.

So to have my strong support, which you do have, it has to be close to something that Commissioner Hall just, you know, suggested. So if you-all need to go back and make sure that, you know, one million-ish and any of the other small pieces or whatnot -- because then what it does do is it allows us to recoup the taxpayer money for what we've invested in the property. Selling it to you for 674- doesn't do that, and so it has to be somewhere in the middle. And it sounds like the proposal that he's made takes all my concerns away because of the value of what this land provides the community and what you-all do.

So if you can come to some sort of, you know, agreement that's very close to what he proposed, it has my full support.

But I want to just go on record and say a lot of times when people say, "Oh, the county own this, and the county owns that," the county doesn't own anything. The taxpayers own this piece of land,

and if we sold it at a significant discount well below what we would get to even recoup our investment, that's not something that I could support.

But it sounds like we have something that's fair, and it's equitable and makes the most sense. So if you can come to some sort of agreement or if you already have, then this would have my full support.

CHAIRMAN HALL: Commissioner McDaniel?

COMMISSIONER McDANIEL: Yes, Mr. Chairman.

First of all, I want to thank you for bringing this. In my notes, I had a question mark on this transaction, and I can't -- I can't thank you enough for bringing it forward and having this discussion.

I completely agree with my colleagues with regard to the securitization. And I hope Terri's writing this down, I agree with the County Attorney that we bring this back next month with a review of the finalization of the transaction and work something out that's fair and keep these folks in this facility.

CHAIRMAN HALL: Great.

Commissioner Kowal.

COMMISSIONER KOWAL: Thank you, Chairman.

Yeah. I just want to express my feelings also that, you know, we are the safeguard of the public and the public's money, and, you know, the people of Collier County own this property. And, you know, I'm not in the business of making profit on flipping properties. I mean, that's not what your government's supposed to do, but at the same time, we have to safeguard what we have invested in these properties because we don't want to short the citizens that own these properties.

So, yeah, I think -- and I think what we're talking about up here is kind of out of the boundaries of what we can do today, from what I understand, is one of the decisions we can make, but it would have to

come back to us. And if this organization's serious about it, they'd have to come back seriously with what numbers will work for the county for the citizens of Collier County to make this work. But if that happens, I'll be in total support of it, so...

CHAIRMAN HALL: We have some public comment, but before, I'm going to make a motion -- I'm going to make a motion that we direct staff to get with -- to get with the Gargiulo Education Center, work out the terms of the deal to bring it back, something that they can live with, something that we can live it, and it's going to be somewhere close to that 991- figure.

COMMISSIONER LoCASTRO: Second. Oh, I'm sorry.

CHAIRMAN HALL: And then we'll deal with that when we have the final term, something that they're comfortable with and that we can live with. We can take a good look at that.

So Commissioner LoCastro has seconded it, and before we vote, we'll take the public comment.

MR. MILLER: Mr. Chair, Mary Asta had registered to speak. Did you have any more to say?

MS. ASTA: No. I'd like to turn it over --

MR. MILLER: Yeah. Eloy Ricardo had registered, and he has three additional minutes from Ashley Pimental.

MR. RICARDO: Good morning, Commissioners.

Before I begin, first, thank you for bringing this up. North Collier Fire Rescue's interest is where the Gargiulo Education Center is. They, for years, have been part of our community, coming to our fire stations, we work on programs with them, and that's how my connection was with them.

But before I start, I want to thank the County Manager's Office because how this happened was because of our communication and our great relationship working together. There's an EMS station that you're not building anymore. You no longer need it because you're

housed with me in the station that I'm building down the street. That's the savings the county did just because of us communicating so we're not building stations one mile apart.

The property came into surplus -- well, the property came available because there was no EMS station, and Mary was looking for property. So I'm the one that told her, "Hey, go talk to the county, because they may not" -- so I brought -- blame me for bringing a buyer to the county to be able to see if they could purchase the property to keep that organization in there.

My partnership with them will come in after they become the owner. I am committed -- because we need storage. We gave up -- you know, everybody -- industrial area, but we need storage, community rooms. So we're trying to work with them as soon as they become the possible owner so that will allow to be able. But let's remember that the efficiencies between the County Manager's Office and the fire district is what led to this property being -- there's a station that you're not building because I'm building the station for the North Collier Fire Rescue.

CHAIRMAN HALL: Thank you, Mr. Ricardo.

MR. RICARDO: Thank you very much, Commissioners.

MR. MILLER: And that's our only speaker, sir.

CHAIRMAN HALL: All right. So the motion's made to direct staff to come back with some --

COMMISSIONER SAUNDERS: There's a gentleman in the audience that's --

CHAIRMAN HALL: Is he registered?

UNIDENTIFIED MALE SPEAKER: I'd like to speak.

COMMISSIONER SAUNDERS: No.

UNIDENTIFIED MALE SPEAKER: I represent Up in Smoke.

CHAIRMAN HALL: Are you registered to speak, sir?

UNIDENTIFIED MALE SPEAKER: No.

MR. MILLER: I don't have a slip from him, sir, no.

UNIDENTIFIED MALE SPEAKER: I don't know the procedure here, so I'm sorry.

CHAIRMAN HALL: All right. No worries.

We've got a motion made to direct staff to come back with some terms just that they can live with, and it's seconded -- the motion was seconded. So all in favor, say aye.

COMMISSIONER LoCASTRO: Aye.

CHAIRMAN HALL: Aye.

COMMISSIONER SAUNDERS: Aye.

COMMISSIONER KOWAL: Aye.

COMMISSIONER McDANIEL: Aye.

CHAIRMAN HALL: Opposed?

(No response.)

CHAIRMAN HALL: All right. So moved. We'll see you back at maybe the December meeting.

MS. SCOTT: Thank you.

MS. PATTERSON: Commissioners, I think we can squeeze in almost Item 10A before we go to our 10 o'clock time-certain, if it pleases the Chair. This is your item.

CHAIRMAN HALL: Yes.

Item #10A

RESOLUTION 2024-224: THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ADOPT THE PROPOSED RESOLUTION EXPRESSING THE BOARD'S STRONG SUPPORT FOR LEGISLATION MANDATING THE USE OF HANDS-FREE DEVICES WHILE DRIVING, AND URGES THE FLORIDA STATE LEGISLATURE TO PASS SUCH LEGISLATION TO ENHANCE ROAD SAFETY AND PROTECT

SOLICITATION RESPONSES

Collier County
Facilities Management Division
Real Property Management

Bids for 16140 and 16144 Performance Way (Folios # 64288000402 and 64288000389)

Name	Phone #	Amount
Mary Asta / Gargiulo	212-750-5894	$674,900/$10,000 deposit
John J. Gray/UpIN Smoke	206-321-8801	$1,310,000 cash no contingencies

Collier County
Facilities Management Division
Real Property Management

16140 and 16144 Performance Way (Folios # 64288000402 and 64288000389)

September 9, 2024

Sign Up Sheet

Name	Phone #	Notes
Jennifer A Belpedio	239-252-8780	Present - Mgr. of RMP
Sonja Stephenson	239-252-8073	Present
Ineta Willer	239-252-8917	Present

Gargiulo Education Center

La Escuelita

SEALED PROPOSAL PERFORMANCE WAY

August 30, 2024

Attn: Iveta Willer
Real Property Management
3335 Tamiami Trail East, Suite 101
Naples FL 34112

Dear Iveta Willer,

Formal notice is hereby given to the Board of County Commissioners of Collier County, Florida ("County"), SEALED PROPOSAL from the Gargiulo Education Center Inc. in collaboration with North Collier Fire District, in submitting an offer to purchase two vacant parcels located at 16140 and 16144 Performance Way (Folios #64288000402 and 64288000389, respectively) collectively known as the "Property." The properties are purchased together. The proposal is for both, totaling the amount of $674,990.

The intention of 501(c)3, Gargiulo Education Center, Inc (GEC) intends to purchase the land to build a new facility to house an after-school program and a Community Center to service at-risk, latchkey, and migrant students and poverty-level families in North Naples at no cost to the families. In addition, the use of the building is for our planned partnership with the North Collier Fire District which adds much needed community safety and educational components.

SELLER: Collier County

PURCHASE PRICE OFFER: 674,900

INITIAL DEPOSIT: $10,000

Best Regards,

Mary Asta

Mary Asta
Executive Director
Gargiulo Education Center
1414 Rail Head Blvd
Naples, FL 34110
mary@gargiuloed.org
www.gargiuloed.org
212-750 5894 Cell
239-596-1975 Office

CC: Chief Eloy Ricardo

The Gargiulo Education Center. Inc. is a 501(c)(3) organization and donations are tax-deductible to the fullest extent allowed by law. No goods or services were provided in exchange for this contribution, our EIN # is 46-5416212. CH52460 - A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Gargiulo Education Center

La Escuelita

SEALED PROPOSAL PERFORMANCE WAY

August 30, 2024

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Real Property Management
3335 Tamiami Trail East, Suite 101
Naples FL 34112

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The intention of 501(c)3, Gargiulo Education Center, Inc (GEC) intends to purchase the land to build a new facility to house an after-school program and a Community Center to service at-risk, latchkey, and migrant students and poverty-level families in North Naples at no cost to the families. In addition, the use of the building is for our planned partnership with the North Collier Fire District which adds much needed community safety and educational components.

SELLER: Collier County

PURCHASE PRICE OFFER: 674,900

INITIAL DEPOSIT: $10,000

Best Regards,

Mary Asta

Mary Asta
Executive Director
Gargiulo Education Center
1414 Rail Head Blvd
Naples, FL 34110
mary@gargiuloed.org
www.gargiuloed.org
212-750 5894 Cell
239-596-1975 Office

CC: Chief Eloy Ricardo

The Gargiulo Education Center. Inc. is a 501(c)(3) organization and donations are tax-deductible to the fullest extent allowed by law. No goods or services were provided in exchange for this contribution, our EIN # is 46-5416212. CH52460 - A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Gargiulo Education Center
La Escuelita

1414 Rail Head Boulevard
Naples, Florida 34110

Attn: Iveta Willer
Real Property Management
3335 Tamiami Trail East, Suite 101
Naples, FL 34112

Gargiulo Education Center
La Escuelita

1414 Rail Head Boulevard
Naples, Florida 34110

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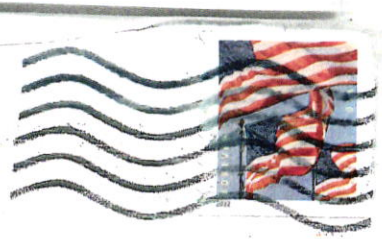


SEALED PROPOSAL PERFORMANCE WAY
Iveta Willer
Real Property Management
3335 Tamiami Trail East, Suite 101
Naples FL 34112

34112-535626

Real Property
Management
Please Do NOT Open

RECEIVED
SEP 0 8 2004
BY: .....

August 24, 2024

Board of County Commissioners of Collier County, Florida
Attn: Iveta Willer
Real Property Management
3335 Tamiami Trail East, Suite 101
Naples, FL 34112

Please consider this letter as the offer to acquire 16140 and 16144 Performance Way in Collier County.

My offer is $1,310,000 in cash with no contingencies.

I propose to acquire the property in the name of my nonprofit charitable foundation, Up in Smoke LLC.

I can also acquire the property personally if the County so chooses.

The intended eventual use for the property is the same as the other users on Performance Way which is a storage facility that will not measurably impact traffic on adjacent Old 41.

Collier County's standard Purchase and Sales Agreement is acceptable and will be executed within 30 days if my or my Foundation's offer is accepted. We have the resources to close the transaction well within the 120 days specified.

John J Gray
29090 Marcello Way
Naples, FL 34110
206 321 8801

JOHN GRAY
29090 MARCELLO WAY
NAPLES, FL 34110

BOARD OF COUNTY COMMISSIONERS (BLUE CY
ATTN: IVETA WILLER
RE: PROPERTY MANAGEMENT
3335 TAMIAMI TRAIL EAST
SUITE 101
NAPLES, FL. 34112

OFFER FOR 16140, 16144 PERFORMANCE WAY

Executive Summary

Recommendation to review the Board-directed comparison of various Florida jurisdictions' multifamily parking requirements against those adopted by the County, provide direction to staff regarding policy on parking deviations and administrative parking reductions for multifamily projects, and adjust the adopted parking standard through an amendment to the Land Development Code.

OBJECTIVE: To provide the Board of County Commissioners with information regarding the current multifamily parking requirements of the Collier Land Development Code (LDC) in order to evaluate the County's standards against those of various South Florida jurisdictions and determine if the current standards provide adequate parking.

CONSIDERATIONS: At its October 22, 2024 meeting, the Board of County Commissioners (Board), under agenda 15.C, directed staff to bring back a study evaluating the requirements for parking in various South Florida jurisdictions regarding multifamily developments. The discussion was initiated by Commissioner McDaniel, who indicated that Collier County's (County) standards did not require the necessary amount of parking demanded by the County's multifamily complexes. Based upon this request, the Zoning Division compiled an evaluation of eleven jurisdictions regarding parking standards. These jurisdictions include counties and municipalities within the Florida market, and the evaluation is attached to this executive summary in Attachment "A."

From a review of the evaluation, Collier County ranks as the third least-demanding jurisdiction regarding required parking for the twelve regulatory requirements analyzed. To best highlight the differences between the two regulatory requirements for multifamily parking, the last column of the evaluation provides for the total amount of parking required for a multifamily complex with 200 units and a bedroom breakdown of 67 one-bedroom units, 66 two-bedroom units, and 66 three-bedroom units. From this matrix, Collier, with a requirement of 383 spaces, is tied with the City of Bonita Springs for the third least-demanding. The range of requirements is from 220 spaces required by the City of Venice to 477 spaces required by Broward County. The 477 spaces required by Broward is a 19.7 percent increase from the Collier County parking requirements.

Moreover, Planned Unit Development petitions often include deviations from parking standards to decrease required parking (for example, Mattson at Vanderbilt, Ord. No. 24-45, Exhibit E, Deviation #1 – 1.6 parking spaces required per dwelling unit; and Shoppes at Santa Barbara, Ord. No 21-34, Section VI, Deviation #1 – 1 space per 500 square feet of clubhouse, irrespective of the number of dwelling units). Additionally, LDC Section 4.05.04.F.3 allows for an Administrative Parking Reduction that customarily allows up to a 20% reduction in parking (for example, Haven at North Naples – APR-PL240007524 – 19.7% reduction in parking spaces (from 735 to 590); and Blue Coral Apartments – APR-PL20220003464 – 16.1% reduction in parking spaces (from 472 to 396).

Based on the findings of this evaluation, staff is seeking direction from the Board regarding policy on parking deviations and administrative parking reductions for multifamily projects and potential land development code amendments to adjust the current parking requirements.

An additional consideration that may factor into the evaluation is that any increase in the multifamily parking requirement may render a large percentage of existing multifamily complexes as 'non-conforming' under a newer standard, as well as Ch. 2023-349, Laws of Florida (amending "Senate Bill 250"), which renders more restrictive or burdensome amendments to Collier County's land development regulations before October 1, 2026 void ab initio.

FISCAL IMPACT: If directed, budget allocations have been provided within the appropriate cost centers for the necessary staffing for the Land Development Code Amendment (LDCA) process. Additionally, based upon the fact that an increase in the parking requirements for multifamily complexes would render a percentage of existing complexes as non-conforming, a cost will be borne by these complexes to address their parking deficiencies if any modifications/additions are sought for the complexes.

GROWTH MANAGEMENT IMPACT: The Collier County Growth Management Plan (GMP) does not address specific parking requirements for multifamily apartment complexes, and any modification to the parking requirements will have no effect on the GMP.

LEGAL CONSIDERATIONS: This item is approved as to form and legality. –DDP

RECOMMENDATIONS: To review the staff's evaluation of various multifamily parking requirements against those of the County and provide direction for policy on parking deviations and administrative parking reductions for multifamily projects and any recommended adjustment to the County's standards.

PREPARED BY: Mike Bosi, AICP, Director - Zoning Division

ATTACHMENTS:
1. Multifamily Parking Space Regulation Comparisons 10.31.2024-edit
2. AHAC Support Letter for Parking 112724-0948

Multifamily Parking Spaces Regulations Comparison Table
Numbered from jurisdictions requiring the least to the most parking

No.	Local Government	Min. Parking Spaces per Dwelling Unit (du)	Min. Visitor Parking Spaces per Dwelling Unit (du)	Example Multifamily Parking Calculation: 200 Units Total 67 – 1 bedroom 66 – 2 bedroom 66- 3 bedroom
1	City of Venice	1/du	No Minimum	200 Spaces
2	City of Sarasota	1.25/du	No Minimum	250 Spaces
3	Collier County	1/du	Efficiency: +0.5/du 1 bedroom: +0.75/du 2 or more bedrooms: +1/du	383 Spaces
4	City of Bonita Springs	Studio/efficiency: 1.25/du 1 bedroom: 1.5/du 2 bedrooms: 1.75/du 3 or more bedrooms: 2/du	+10% Overall (+0.1/du)	383 Spaces
5	Palm Beach County	Studio/efficiency: 1/du 1 or more bedrooms: 1.75/du	+1/4du (+.25/du)	400 Spaces
6	City of Fort Myers	1 bedroom -1.5/du 2 or more bedrooms – 2/du	+10% overall (+0.1/du)	401 Spaces

Multifamily Parking Spaces Regulations Comparison Table

Numbered from jurisdictions requiring the least to the most parking

7	St. Johns County	1-2 bedrooms: 1.5/DU 3 or more bedrooms: 2/DU	+1/4DU (+.25/DU)	415 Spaces
8	Sarasota County	Units with avg. size less than 900 s.f.: 1/du Units with avg. size greater than 900 s.f: 1 bedroom – 1.5/du 2 or more bedrooms – 2/du	+1 per 5/du (+0.2/du)	438 Spaces (Calculation based on Units with avg. size greater than 900 s.f.)
9	Village of Estero	2/du	+10% Overall (+0.1/du)	440 Spaces
10	Lee County	2/du	+10% overall (+0.1/du)	440 Spaces
11	City of Naples	2/du	+1/10 du (+0.1/du)	440 Spaces
12	Broward County	Efficiency/1-bedroom: 1.5/du 2 bedroom: 2/du 3 or more bedrooms: 2.5/du	+1 per 5/du (+0.2/du)	477 Spaces

Source:

Multifamily Parking Spaces Regulations Comparison Table

Numbered from jurisdictions requiring the least to the most parking

- Broward County: LDC Sec. 39-228 (4) (Multi-family dwelling).
- City of Bonita Springs: LDC Section 4-1732(1).c (Multiple-family buildings)
- City of Fort Myers: LDC Section 134.3.5, Minimum number of off-street parking spaces (Multifamily)
- City of Naples: LDC Section 50-104, Number of parking spaces (12) (Multifamily dwelling units)
- City of Sarasota: LDC Sec.VII-204, (2) Automobile Standards (Residential dwelling units; Multifamily)
- City of Venice: LDC Section 3.6.3, Table 3.6.1 (Multifamily Dwelling)
- Collier County: LDC Section 4.05.04, Parking Space Requirements, Table 17 Parking Space Requirements (Residential uses: Multi-family dwellings)
- Lee County: LDC Section 34-2020, Parking spaces (3)(Multiple-family and timeshare units)
- Palm Beach County: Article 6, Chapter B, Parking and Loading, 6.B.1.B – Minimum Parking and Loading Requirements (Multifamily, Recovery Community, and Cottage Homes (Multiple Units on a Single Lot)
- Sarasota County: LDC Section 124-120, Residential uses (Multifamily with Average Dwelling Unit Sizes Less than 900 SF in floor area & Multifamily, Greater than 900 SF in floor area)
- St.Johns County: LDC Section 6.05.02.E, Table 6.17 Off Street Parking Requirements (Apartments/Condominiums)
- Village of Estero: LDC Section 5-204, Table 5-204.B.1, Minimum Number of Off-Street Parking Spaces.

Collier County Affordable Housing Advisory Committee
3339 East Tamiami Trail, Building H, Suite 211
Naples, Florida 34112

November 19, 2024

Honorable Members of the
Collier County Board of County Commissioners

Regarding: AHAC Recommendation on Multi-Family Parking Requirements

Dear Mr. Chair and Board Members:

At its November 19, 2024, meeting, your Collier County Affordable Housing Advisory Committee (AHAC) discussed Collier County's multi-family housing parking requirements. It is our understanding that you too will be discussing this topic at your December 10, 2024 BCC meeting.

After much discussion on the issue, our committee would like to offer a few thoughts on the issue.

- There should be a recognition that there is a difference in parking need, construction, and design of **market rate/condo** multi-family developments and ***affordable housing*** multi-family developments.

- There is a direct relationship between parking requirements and housing affordability; increased parking requirements decrease housing affordability.

- The current code allows for flexibility in parking requirements on a case-by-case basis through the Administrative Parking Reduction process. Greater flexibility with parking requirements would allow for an increase in the inventory of affordable housing. AHAC encourages the Board of County Commissioners (BCC) to allow for greater flexibility in parking requirements administratively on a case-by-case basis.

- There should be consideration for alternative solutions to parking such as share parking agreements with adjacent commercial properties and use of dedicated shuttle services provided by affordable housing developments.

- Based on circumstance, State Statute requires the BCC to either consider, reduce, or eliminate parking requirements for affordable housing, Fla. Stat. § 125.01055.7(f); Fla. Stat. § 420.9076.4(f).

As always, your AHAC stands ready to assist in the discussion in any way we may help.

Sincerely,



Stephen J. Hruby
Chairman
Collier County Affordable Housing Advisory Committee

Executive Summary

Recommendation to authorize the County Manager, or designee, to release the Utilities Performance Security (UPS) in the amount of $35,477.63 to the Project Engineer or Developer's designated agent for Jasper Flats, PL20230008506.

OBJECTIVE: To have the Board of County Commissioners, as Ex-Officio Governing Board of the Collier County Water-Sewer District, authorize the County Manager, or designee, to release the Utilities Performance Security (UPS) in the amount of $35,477.63, in accordance with the Collier County Utility Standards and Procedures, Ordinance No. 2004-31, as amended.

CONSIDERATIONS:

1. On October 24, 2023, the Board of County Commissioners granted final acceptance of utilities in Jasper Flats.

2. Per Utility Ordinance 2004-31, when the actual cost of construction of the utilities being conveyed to the County exceeds $100,000, the developer must post a 10% Utilities Performance Security (UPS) for the duration of the one-year warranty period, which begins on the BCC approval date.

3. The one-year warranty period expired on October 24, 2024, and the Utilities Performance Security (UPS) in the amount of $35,477.63 can be released.

FISCAL IMPACT: Performance bond securities are held as a development guaranty and released after work is performed.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. - DDP

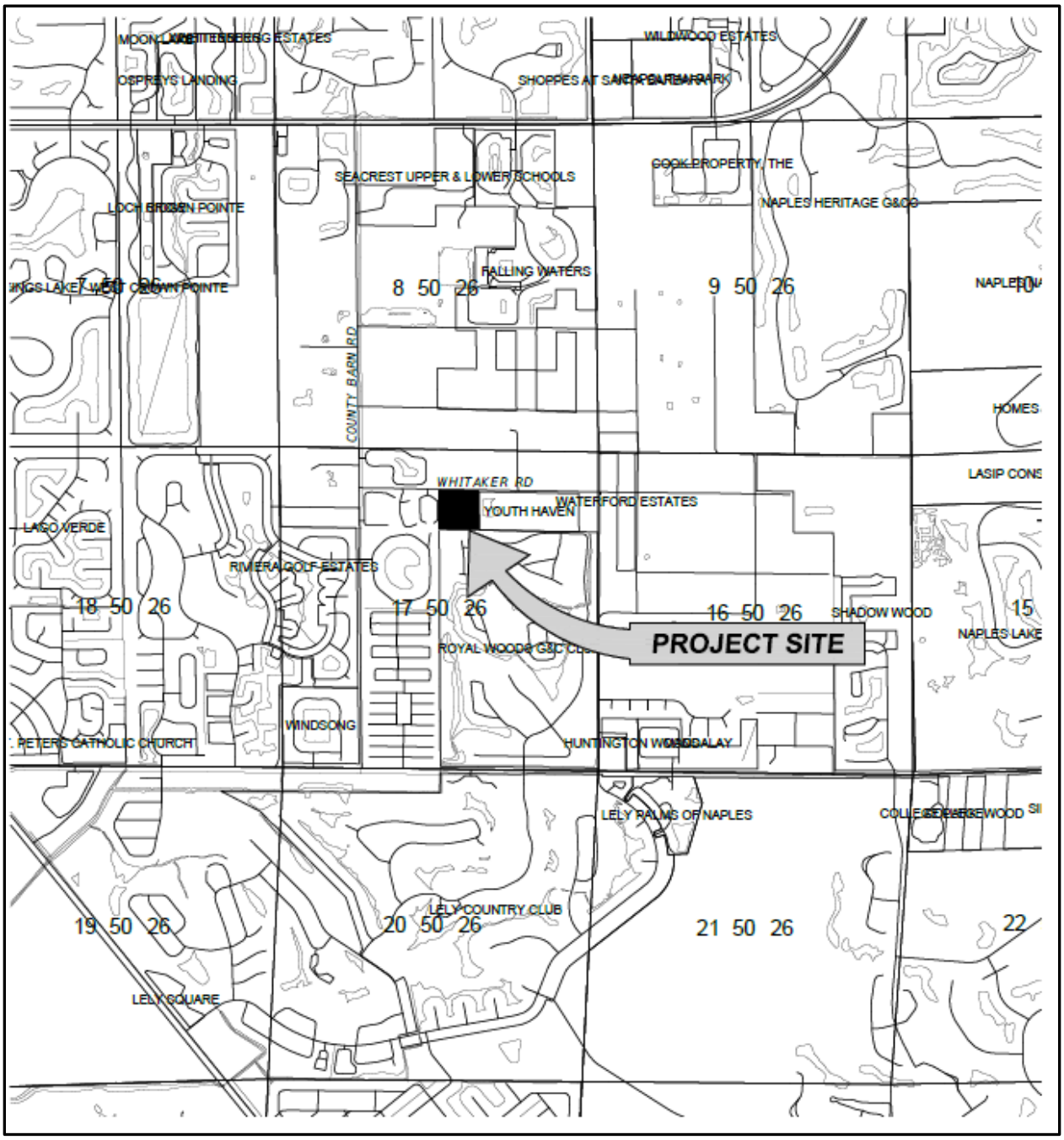
RECOMMENDATIONS: To authorize the County Manager, or designee, to release the Utilities Performance Security (UPS) in the amount of $35,477.63. Development Review staff will issue a Memorandum to the Clerk of Courts upon approval of this item by the Board of County Commissioners, advising the Clerk of this action.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review Division

ATTACHMENTS:

1. Location Map
2. Utility Cash Bond

JASPER FLATS



LOCATION MAP

Collier County
Growth Management Division
2800 Horseshoe Drive N.
Naples, FL 34104
239-252-2400

RECEIPT OF PAYMENT

Receipt Number: 20231090995
Transaction Number: 2023-046668
Date Paid: 05/26/2023
Amount Due: $35,477.63

Payment Details:

Payment Method	Amount Paid	Check Number
Check	$35,477.63	252

Amount Paid: $35,477.63
Change / Overage: $0.00
Contact: JASPER NAPLES LLC
2238 IMMOKALEE RD STE 158
NAPLES, FL 34120

FEE DETAILS:

Fee Description	Reference Number	Original Fee	Amount Paid	GL Account
Refundable Bonds	PL20230008506	$35,477.63	$35,477.63	131-000000-220113

Cashier Name: Vanessa.McHenry
Batch Number: 12062
Entered By: LuciaMartin

DROP-OFF Tom

JASPER NAPLES LLC 07-19
2338 IMMOKALEE RD STE 158
NAPLES, FL 34110-1445
Thies Pickenpack 239-565-4561

252
74-8067/2724

5/24/2023
Date

CHECK ARMOR FRAUD PROTECTION

PAY to the order of Board of County Commissioners $ 35,477.63

Thirty-five Thousand Four Hundred Seventy-seven 63/100 Dollars

Photo Safe Deposit® Details on back

LAKE MICHIGAN CREDIT UNION

For

MP

⑆ [redacted]

Harland Clarke COLONIAL CLASSIC®

Executive Summary

Recommendation to authorize the Clerk of Courts to release a Performance Bond in the amount of $43,680, which was posted as a guaranty for Excavation Permit Number PL20200000344 for work associated with Watercrest at Hacienda Lakes.

OBJECTIVE: To release a security that was posted as a development guaranty.

CONSIDERATIONS: The Development Review Division routinely accepts securities administratively as guaranties for developer commitments in accordance with Section 22-115 of the Collier County Code of Ordinances. The work associated with this security has been inspected, and the developer has fulfilled his commitments. The Performance Bond was posted as security for an Excavation Permit associated with Watercrest at Hacienda Lakes. The As-Built lake cross-sections have been received, and the Development Review Division inspected the lake on November 18, 2024.

FISCAL IMPACT: Performance Bond securities are held as a development guaranty and released after work is performed.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. - DDP

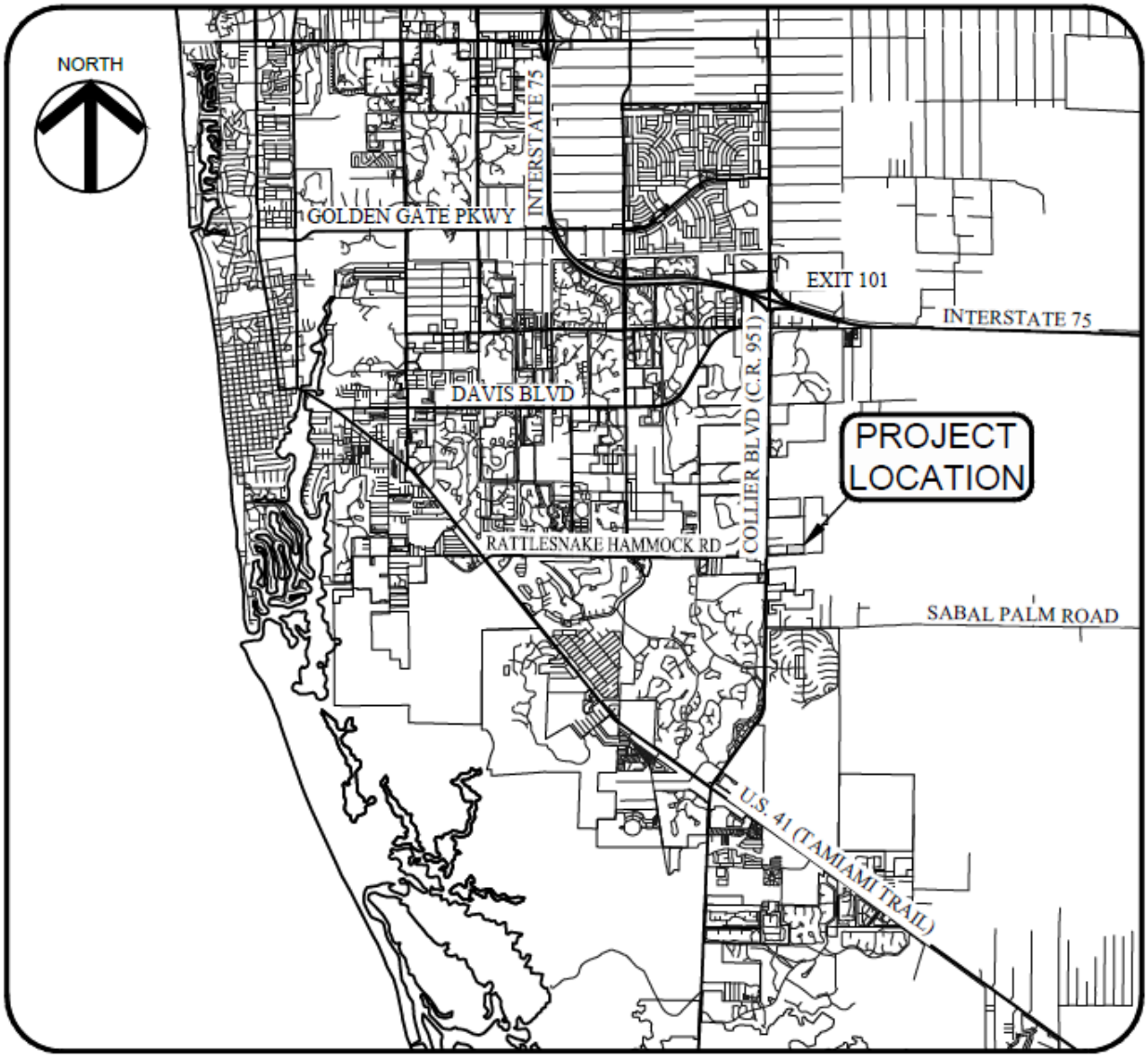
RECOMMENDATIONS: To authorize the Clerk of Courts to release the Performance Bond in the amount of $43,680. Development Review staff will issue a Memorandum to the Clerk of Courts upon approval of this item by the Board of County Commissioners, advising the Clerk of this action.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review Division

ATTACHMENTS:

1. Location Map
2. Bond Basis

WATERCREST AT HACIENDA LAKES



LOCATION MAP

MEMORANDUM

DATE: June 22, 2023

TO: Martha Vergara, BMR Senior Deputy Clerk
Clerk to the Board

FROM: Ivette Monroig, Technician
Growth Management Department, Development Review

RE: **Watercrest at Hacienda Lakes**
Replacement Bond K41636130
EX-PL20200000529

Attached please find replacement Excavation Bond No. K41636130 in the amount of $43,680.00 for Watercrest at Hacienda Lakes. Please keep this original security until such time as the Board authorizes its release, or an alternate security is provided by Land Development Services on behalf of the developer.

If you have any questions, please call Lucia Martin at 252-2279.

Attachment

EXCAVATION PERFORMANCE AGREEMENT

THIS EXCAVATION PERFORMANCE AGREEMENT entered into this 19th day of May, 2023 between ESL Naples AL Owner LLC hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an excavation permit in accordance with Section 22-106, *et al.* of the Collier County Code of Laws and Ordinances, and the Collier County Land Development Code, including but not limited to Section 3.05.10 (collectively, the "Excavation Regulations"); and

WHEREAS, the Excavation Regulations require the Developer to post appropriate guarantees and execute an Excavation Performance Security Agreement stating applicant will comply with the Excavation Regulations and Excavation Permit No. 20200000529 (the "Excavation Permit").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Excavation Regulations and the Excavation Permit (the "Excavation Work").

2. Developer herewith tenders its excavation performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of $43,680.00.

3. In the event of default by Developer or failure of Developer to complete the Excavation Work within the time required by the Excavation Regulations and Excavation Permit, Collier County, may call upon the excavation performance security to insure satisfactory completion of the Excavation Work.

4. The Excavation Work shall not be considered complete until Developer notifies the County that the Excavation Work is complete and the final Excavation Work is reviewed and approved by the County Manager or designee for compliance with the Excavation Regulations.

5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Excavation Work is complete, either: a) notify Developer in writing of his approval of the Excavation Work; or b) notify the Developer in writing of his refusal to approve the Excavation Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Excavation Work.

6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the excavation performance security to secure satisfactory completion, repair and maintenance of the Excavation Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the Excavation Work. The Developer, as principal under the excavation performance security, shall be liable to pay and to indemnify the Board, upon completion of such

construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this 19th day of May, 2023

SIGNED IN THE PRESENCE OF:

Sign: Eric Rosek

Eric Rosek
Printed Name

Sign: Christina Garofano

Christina Garofano
Printed Name

~~ATTEST:~~

~~Crystal K. Kinzel, CLERK~~

Approved as to form and legality

Assistant County Attorney
DEREK D. PERRY

ESL NAPLES AL OWNER LLC,
a Delaware limited liability company

By: 191 V NX Development Holdings LLC, a Delaware limited liability company
Its: Managing Member

By: NX SL Development Holdco LLC, a Delaware limited liability company
Its: Member and Manager

By: NexCore Development LLC, a Delaware limited liability company
Its: Managing Member

By: NexCore Real Estate LLC, a Delaware limited liability company
Its: Managing Member

By: NexCore Companies LLC, a Delaware limited liability company
Its: Managing Member
By: _____

Robert Lawless
Chief Financial Officer

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Jaime Cook, Director
Development Review Division
as designee of the County Manager
pursuant to Resolution No. 2015-162

DocuSign Envelope ID: 457D25AD-0CF4-4D71-8D75-215A59B6881F

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF NEXCORE COMPANIES LLC
(APPOINTMENT OF OFFICERS)

JULY 25, 2022

The undersigned, being all of the Directors of NexCore Companies LLC, a Delaware limited liability company (the "**Company**"), and, as Directors of the Company, having all of the powers of the managers of the Company pursuant to the provisions of the Third Amended and Restated Limited Liability Company Agreement of the Company dated June 2, 2020 (the "**Operating Agreement**"), do hereby consent to, approve and adopt the following resolutions by written consent in lieu of a meeting as of the date set forth above. Terms and expressions with initial capital letters used but not otherwise defined herein shall have the meanings given them by the Operating Agreement.

APPOINTMENT OF OFFICERS

WHEREAS, pursuant to Section 7.3 of the Operating Agreement, the officers of the Company shall be elected by the Board of Directors.

NOW THEREFORE, BE IT RESOLVED, that the following persons are hereby elected to the offices indicated next to their names to serve until their successors shall be duly elected, unless he or she resigns, is removed from office or is otherwise disqualified from serving as an officer of the Company, to take their respective offices immediately upon such appointment:

Office	Name
Chief Executive Officer	Gregory C. Venn
Chief Development Officer	Todd H. Varney
Chief Financial Officer	Robert E. Lawless
Chief Operating Officer	Vincent Cozzi
President	Jarrod N. Daddis
Secretary	Robert E. Lawless

FURTHER RESOLVED, that the officers of the Company are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

FURTHER RESOLVED, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of the Company.

This action by unanimous written consent may be executed in one or more original or electronically transmitted counterparts, all of which, when taken together, shall be one and the same document. These resolutions shall be filed in the minute book of the Company.

DATED effective as of the date first above written.

DocuSigned by:

Gregory C. Venn

DocuSigned by:

Peter K. Kloepfer

DocuSigned by:

Brian L. Klemsz

DocuSigned by:

Richard A. Bloom

DocuSigned by:

Michael Hunter

DocuSigned by:

Ellen G. Riley

PERFORMANCE BOND
FOR EXCAVATION WORK

Bond No. K41636130

KNOW ALL PERSONS BY THESE PRESENTS: that

ESL NAPLES AL OWNER LLC,a Delaware limited liability company
1550 Market Street, Suite 200, Denver, CO 80202
(hereinafter referred to as "Owner") and

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889, 215-649-1000

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of Forty Three Thousand Six Hundred Eighty and No/100 Dollars ($ 43,680.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board a certain excavation permit no. 20200000529 and that certain excavation permit shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of completion of the work and approval by the County of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period") or until replaced by a new bond in the event of a change of Ownership.

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 9th day of May, 2023.

ESL NAPLES AL OWNER LLC, A Delaware Limited Liability Company
(Owner Name and Title if Corporation)

WITNESSES:

Alese Steinhardt

By: _____

Printed Name

Alese Steinhardt

Printed Name/Title Vincent Cozzi, Chief Operating Officer
(Provide Proper Evidence of Authority)

Printed Name
ERIC ROARK
Eric Roark

[15-LDS-01664/1153600/1]

ACKNOWLEDGEMENT

STATE OF Colorado
COUNTY OF Denver

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 4TH DAY OF May, 20 23, BY (NAME OF ACKNOWLEDGER) AS (TITLE) OF (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED HIMSELF AS IDENTIFICATION.

Notary Public - State of Colorado

Judith Bovard
Printed Name

JUDITH BOVARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154008064
MY COMMISSION EXPIRES JANUARY 5, 2025

(SEAL)

WITNESSES:

Nicholas Lattarulo
Printed Name

Travis Robles
Printed Name

Federal Insurance Company, Corporate Surety
(Surety Name and Title if Corporation)

By: Kelli E. Housworth
Kelli E. Housworth, Attorney-in-Fact

Printed Name/Title
(Provide Proper Evidence of Authority)

ACKNOWLEDGMENT

STATE OF COLORADO
COUNTY OF DENVER

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION THIS 3rd DAY OF May, 20 23, BY Kelli E. Housworth, Attorney-in-Fact of Federal Insurance Company WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED n/a AS IDENTIFICATION.

Notary Public - State of Colorado

Susan J. Lattarulo
Printed Name

(SEAL)

SUSAN J. LATTARULO
Notary Public
State of Colorado
Notary ID # 20184036642
My Commission Expires 09-14-2026

14-EIS-02650/7

[15-LDS-01664/1153600/1]

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Shaleen R. Lovitt and Angela R. Yanofsky of Phoenix, Arizona; John J. Browning, Kelli E. Housworth, Susan J. Lattarulo, Sheila J. Montoya and Justin Tomlin of Denver, Colorado ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **6th** day of **November, 2019.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **6th** day of **November, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 3, 2023

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Executive Summary

Recommendation to authorize the Clerk of Courts to release a Performance Bond in the amount of $5,340 which was posted as a development guarantee for an Early Work Authorization (EWA) for work associated with Venture Church, PL20240004015.

OBJECTIVE: To release a security that was posted as a development guarantee.

CONSIDERATIONS: The Growth Management Division routinely accepts securities administratively as guaranties for early work improvements pursuant to Section 10.01.02 B of the Land Development Code (LDC). The work associated with this security has been inspected, and the developer has fulfilled his commitments. The performance security was posted as security for clearing and site filling associated with an Early Work Authorization (EWA) for Venture Church (SDP PL20220007360). On August 28, 2024, the Development Review staff approved the SDP, and the EWA bond is no longer required. A recent inspection confirmed that the developer has fulfilled the commitments of the EWA.

FISCAL IMPACT: Performance Bond securities are held as a development guarantee and released after work is performed.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. - DDP

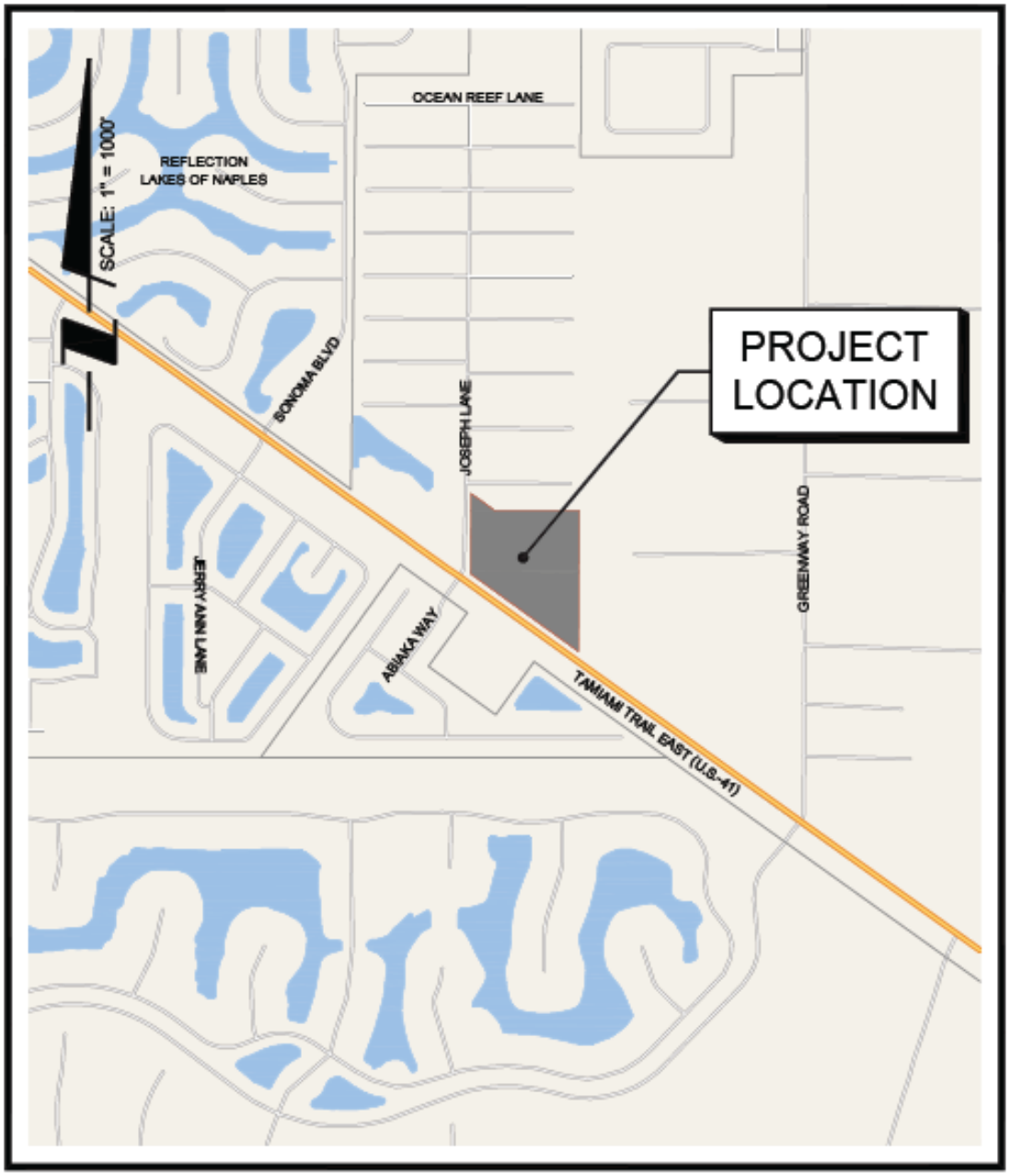
RECOMMENDATIONS: To authorize the Clerk of Courts to release the Performance Bond in the amount of $5,340. Development Review will issue a Memorandum to the Clerk of Courts upon approval of this item, advising the Clerk of this action.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review Division

ATTACHMENTS:

1. Location Map
2. Bond Basis

VENTURE CHURCH



LOCATION MAP

EARLY WORK PERFORMANCE AGREEMENT

THIS EARLY WORK PERFORMANCE AGREEMENT entered into this 1st day of May, 2024, between **Venture Church Naples, Inc.** hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an early work authorization in accordance with the Collier County Land Development Code including but not limited to Section 10.01.02.B (collectively, the "Early Work Regulations"); and

WHEREAS, the Early Work Regulations require Developer to post appropriate performance guarantees to ensure compliance with the Early Work Regulations and Early Work Authorization Permit No. PL20240004015 (the "Early Work Permit").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Early Work Regulations and the Early Work Permit (the "Early Work").

2. Developer herewith tenders its early work performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of **$5,340.00**

3. In the event of default by Developer or failure of Developer to complete the Early Work within the time required by the Early Work Regulations and Early Work Permit, Collier County, may call upon the early work performance security to insure satisfactory completion of the Early Work.

4. The Early Work shall not be considered complete until Developer notifies the County that the Early Work is complete and the final Early Work is reviewed and approved by the County Manager or designee for compliance with the Early Work Regulations.

5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Early Work is complete, either: a) notify Developer in writing of his approval of the Early Work; or b) notify Developer in writing of his refusal to approve the Early Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Early Work.

6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the early performance security to secure satisfactory completion, repair and maintenance of the Early Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the Early Work. The Developer, as principal under the early performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and

contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this 1st day of May, 2024.

SIGNED IN THE PRESENCE OF:

Sign: _____

Sarai Hagerman

Printed Name

Sign: _____

Priscilla Facioli

Printed Name

Venture Church Naples, Inc.

By: _____

Tim Neptune, President

(**Provide Proper Evidence of Authority**)

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____

Jaime Cook, Director
Development Review Division
as designee of the County Manager
pursuant to Resolution No. 2015-162

ATTEST:

Crystal K. Kinzel, CLERK

By: _____

Clerk of the Circuit Court & Comptroller
Collier County, Florida

Approved as to form and legality:

_____

Derek D. Perry
Assistant County Attorney

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation
VENTURE CHURCH NAPLES, INC.

Filing Information

Document Number	N16000003369
FEI/EIN Number	81-2039834
Date Filed	03/31/2016
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/03/2017
Event Effective Date	NONE

Principal Address

12336 TAMIAMI TRAIL E
SUITE 301
NAPLES, FL 34113

Mailing Address

12336 TAMIAMI TRAIL E
SUITE 301
NAPLES, FL 34113

Registered Agent Name & Address

Reiss, Andrew H, ESQ
BOND, SCHOENECK & KING, PLLC
4001 TAMIAMI TRAIL NORTH, STE 105
NAPLES, FL 34103

Name Changed: 03/13/2024

Address Changed: 03/19/2019

Officer/Director Detail

Name & Address

Title PD

NEPTUNE, TIMOTHY L
10551 Greenway Road
NAPLES, FL 34114

Exhibit "A"

Excavation Performance Security

Exhibit A

Collier County
Growth Management Division
2800 Horseshoe Drive N.
Naples, FL 34104
239-252-2400

RECEIPT OF PAYMENT

Receipt Number: 20241195593
Transaction Number: 2024-037263
Date Paid: 04/26/2024
Amount Due: $5,340.00

Payment Details:

Payment Method	Amount Paid	Check Number
Check	$5,340.00	1158

Amount Paid: $5,340.00
Change / Overage: $0.00
Contact: VENTURE CHURCH NAPLES INC
12336 TAMIAMI TRAIL E #301
NAPLES, FL 34113

FEE DETAILS:

Fee Description	Reference Number	Original Fee	Amount Paid	GL Account
Refundable Bonds	PL20240004015	$5,340.00	$5,340.00	131-000000-220113

Cashier Name: Vanessa.McHenry
Batch Number: 12996
Entered By: MaritzaFadhel

CASH ONLY IF ALL *CheckLock*™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Dropped off 4/25/24 MF

Venture Church Naples, Inc.
12336 Tamiami Trl E., Ste 301
Naples, FL 34113
239-775-5323

BANK OF AMERICA, NA
12639 Tamiami Trail E
Naples, FL 34113
63-4/630

1158

April 23, 2024

PAY TO THE ORDER OF Collier County Board of County Commissioners $ 5,340.00

Five thousand three hundred Forty dollars & no/100 DOLLARS

PROTECTED AGAINST FRAUD

PINK ICON DISAPPEARS WITH HEAT

PINK ICON DISAPPEARS WITH HEAT

MEMO Permit # PL20240004015

[redacted]

Executive Summary

Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements, and acceptance of the plat dedications for the final plat of Ave Maria Unit 9 Del Webb at Ave Maria Parcels 101, 103, 104 & 105, Application Number AR-9168 and PL20110001810, and authorize the release of the maintenance securities in the amount of $282,532.56.

OBJECTIVE: To have the Board of County Commissioners (Board) grant final acceptance of the infrastructure improvements associated with the subdivision, and authorize the release the maintenance security.

CONSIDERATIONS:

1. On April 30, 2007, the Growth Management Department granted preliminary acceptance of the roadway and drainage improvements in Ave Maria Unit 9 Del Webb at Ave Maria Parcels 101, 103, 104 & 105.

2. Del Webb will maintain the roadway and drainage improvements at Ave Maria Community Association, Inc. and Ave Maria Utility Company, LLLP, and Ave Maria Stewardship Community District.

3. The required improvements have been constructed in accordance with the Land Development Code. On October 16, 2024, the Growth Management Department inspected them and recommends their final acceptance.

4. A resolution for final acceptance has been prepared by staff and approved by the County Attorney's Office. The resolution is a requirement of Section 10.02.05 C of the Land Development Code.

FISCAL IMPACT: Del Webb will maintain the roadway and drainage improvements at Ave Maria Community Association, Inc., Ave Maria Utility Company, LLLP, and Ave Maria Stewardship Community District. Upon board approval, the existing security of $282,532.56 will be released. Based on the work performed and completed pursuant to the terms of the Construction and Maintenance Agreement dated November 22, 2006, the original security of $1,213,658.19 has been reduced to the current amount of $282,532.56.

GROWTH MANAGEMENT IMPACT: There is no growth management impact.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. - DDP

RECOMMENDATIONS: To grant final acceptance of the roadway and drainage improvements in Ave Maria Unit 9 Del Webb at Ave Maria Parcels 101, 103, 104 & 105, Application Number AR-9168, and PL20110001810, and authorize:

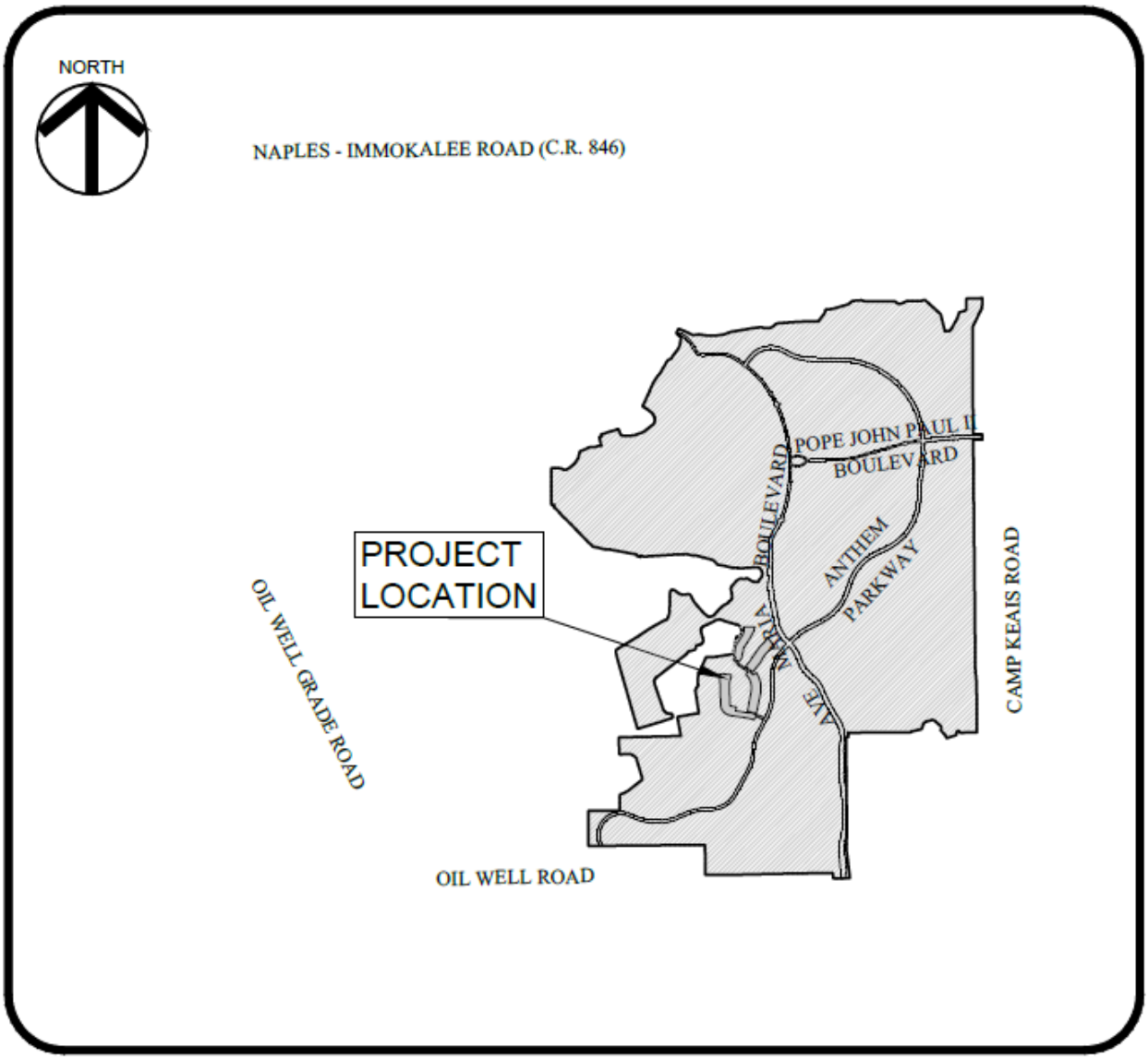
1. The Chairman to execute the attached resolution authorizing final acceptance of the improvements and plat dedications.

2. The Clerk of Courts to release the maintenance securities.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review

ATTACHMENTS:
1. Location Map
2. Bond Basis
3. Resolution
4. Plat Map

AVE MARIA UNIT 9, DEL WEBB AT AVE MARIA PARCELS 101, 103, 104 & 105



LOCATION MAP

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this 22nd day of Aug., 2006, by Pulte Home Corporation, (hereinafter "Developer"), and the THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA (hereinafter "the Board").

RECITALS:

A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of a certain plat of a subdivision to be known as **Del Webb at Ave Maria Parcels 101, 103, 104 & 105 (Ave Maria Unit 9)**.

B. Chapter 4 and 10 of the Collier County Land Development Code requires the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THERFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer will cause to be constructed: the paved roadways and sidewalks, drainage, utilities and like facilities, the required improvements, to be constructed pursuant to the specifications that have been approved by the Development Services Director within eighteen (18) months from the date of approval of said subdivision plat.

2. Developer hereby tenders its subdivision performance security (attached hereto as Exhibit A and by reference made a part hereof) in the amount of **$1,213,658.19** which amount represents 10% of the total contract cost to complete construction plus 100% of the estimate cost to complete the required improvements as of the date of this Agreement. The developer has also provided a letter of credit as security to Ave Maria Utility Company, LLLP (AMUC) for the potable water system, and sanitary sewer system improvements.

3. In the event of default by the Developer or failure of the developer to complete such improvements within the time required by the Land Development Code, Collier County, may call upon the subdivision performance security to insure satisfactory completion of the required improvements.

4. The required improvements shall not be considered complete until a statement of substantial completion by the Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.

5. The County Manager or his designee shall, within sixty (60) days of receipt of the statement of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve the improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the approval of the County Manager of the required improvements. However, in no event shall the County Manager or his designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.

6. The Developer shall maintain all required improvements for a minimum period of one (1) year after preliminary approval by the County Manager or his designee. After the one (1) year maintenance period by the Developer has terminated, the Developer shall petition the County Manager or his designee to inspect the required improvements. The County Manager or his designee shall inspect the required improvements and, if found to be still in compliance with the Collier County Land Development Code as reflected by the final approval of the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.

7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or his designee to reduce the dollar amount of the subdivision performance security on the basis of work complete. Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or his designee. The County Manager or his designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.

8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or his designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.

9. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Developer and the Board have caused this Agreement to be executed by their duly authorized representatives this 22nd day of NOV., 2006

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Print Name WILLIAM B. LONG

Print Name Oliver Glass

PULTE HOME CORPORATION
a Florida limited liability company

By: _____
Richard McCormick, ~~Vice President of Land~~ Attorney-in-Fact

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____
Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Frank Halas, Chairman

Approved as to form and legal sufficiency:

Jeff E. Wright
Assistant County Attorney

Bond No. 1018401

COLLIER COUNTY LAND DEVELOPMENT
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135 (hereinafter referred to as "Owner") and Lexon Insurance Company, 1919 S. Highland Avenue, Building A, Suite 300, Lombard, IL 60148, (hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, 2800 N. Horseshoe Drive, Naples, FL 33942 (hereinafter referred to as "County") in the total aggregate sum of one million two hundred thirteen thousand six hundred fifty eight and 19/100 ($1,213,658.19) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board a certain subdivision plat named Ave Maria – Del Webb and that certain subdivision shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of final acceptance by the Board of County Commissioners of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period")

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 2nd day of October, 2006.

Witness:

Collier F. Currie

Renee Hill

Pulte Home Corporation

Calvin R. Boyd, Director of Treasury Operations

Witness:

Bonnie J. Kruse

Lexon Insurance Company

Dawn L. Morgan

Dawn L. Morgan, Attorney-in-Fact
FL Lic. No. P011322

POWER OF ATTORNEY

Lexon Insurance Company

LX - 013470

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Michael J. Scheer, James I. Moore, Christine Woods, Irene Diaz, Bonnie Kruse,

Stephen T. Kazmer, Dawn L. Morgan, Peggy Faust, Kelly A. Jacobs, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

LEXON INSURANCE COMPANY

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DEJONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/2007

_____
Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 2nd Day of October, 20 06 .

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

_____
Donald D. Buchanan
Secretary

ACKNOWLEDGEMENT BY PRINCIPAL

.

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 2nd day of October, 2006, before me, the undersigned authorized employee, personally appeared Calvin R. Boyd, who acknowledges himself to be Director of Treasury Operations for Pulte Home Corporation, and as such employee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such employee.

My Commission Expires: March 26, 2012

Marcia G. Howard

Notary Public, Marcia G. Howard
Oakland County, Michigan

MARCIA G. HOWARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 26, 2012
ACTING IN COUNTY OF

MH:033

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS }
} **S.S.**
COUNTY OF DUPAGE }

On October 2, 2006, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally Dawn L. Morgan, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on November 29, 2008

"OFFICIAL SEAL"
BONNIE J. KRUSE
Notary Public, State of Illinois
My Commission Expires 11/29/08

Bonnie J. Kruse
Notary Public ~ Bonnie J. Kruse

COLLIER COUNTY GOVERNMENT

COMMUNITY DEVELOPMENT AND ENVIRONMENTAL SERVICES DIVISION
Engineering Services Department
2800 North Horseshoe Drive • Naples, Florida 34104

May 14, 2007

Ms. Dawn Morgan, Attorney-in-Fact
Lexon Insurance Company
1919 Highland Ave., Bldg. A, Suite 300
Lombard, IL. 60148

RE: Performance Bond No. 1018401 / Pulte Home Corp.
Ave Maria Unit 9 / Del Webb

Dear Ms. Morgan:

Please be advised that based on the work completed to date, the subject Performance Bond may now be reduced by $931,125.63 leaving an available balance of $282,532.56. An original Bond Rider should be directed to this office reducing the value of the Bond, "all other terms and conditions of original Performance Bond to remain in full force and effect".

Sincerely,

John R. Houldsworth
Senior Engineer

Cc: Tom Kuck, P.E., Engineering Director
Waldrop Engineering

Lexon Insurance Company

To be attached to and form a part of

Bond No. 1018401

Effective Date: October 2, 2006

Bond Amount: $1,213,658.19

Executed by: Pulte Home Corporation
, as Principal

and by: Lexon Insurance Company
(Surety)
in favor of :
Collier County, Florida

in consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to the changing:

Decrease dollar amount by $931,125.63
From: $1,213,658.19
To: $ 282,532.56

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: May 17, 2007

Signed and Sealed: May 17, 2007

Principal: Pulte Home Corporation

By: _____
Principal, Scott H. Finch, Director of Treasury Operations

Surety: Lexon Insurance Company

By: _____
Attorney-in-Fact, Robert Porter

POWER OF ATTORNEY

LX - 009676

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

John R. Stoller, Julia T. Corcoran, Vincent J. Frees, Bruce E. Robinson,

Calvin R. Boyd, Jane K. Botting, Colette R. Zukoff, Suzanne Treppa, Robert Porter, Jan M. Klym **********

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $ 1,500,000.00 One million five hundred thousand dollars ********** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

LEXON INSURANCE COMPANY

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DEJONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/2007

_____
Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 17TH Day of MAY, 20 07 .

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

_____
Donald D. Buchanan
Secretary

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 17th day of May, 2007, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Robert Porter who acknowledges himself to be Attorney-in-Fact for Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires: March 26, 2012

Marcia M. Howard

Notary Public, Marcia G. Howard
Oakland County, Michigan

MARCIA G. HOWARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 26, 2012

MH:033

ACKNOWLEDGEMENT BY PRINCIPAL

STATE
OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 17th day of May, 2007, before me, the undersigned authorized employee, personally appeared Scott H. Finch, who acknowledges himself to be Director of Treasury Operations for Pulte Home Corporation, as such employee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such employee.

My Commission Expires: March 26, 2012

Marcia G. Howard
Notary Public, Marcia G. Howard
Oakland County, Michigan

MARCIA G. HOWARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 26, 2012

MH:033

RESOLUTION NO. 25-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AUTHORIZING FINAL ACCEPTANCE OF CERTAIN ROADWAY AND DRAINAGE IMPROVEMENTS AND PLAT DEDICATIONS IN AVE MARIA UNIT 9 DEL WEBB AT AVE MARIA PARCELS 101, 103, 104 & 105, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGES 94 THROUGH 99, AND RELEASE OF THE MAINTENANCE SECURITY.

WHEREAS, the Board of County Commissioners of Collier County, Florida, on October 10, 2006, approved the plat of Ave Maria Unit 9, Del Webb at Ave Maria Parcels 101, 103, 104 & 105 for recording; and

WHEREAS, the Developer has constructed and maintained the roadway and drainage improvements in accordance with the approved plans and specifications as required by the Land Development Code (Collier County Ordinance No. 04-41, as amended); and

WHEREAS, the Developer is requesting final acceptance of the roadway and drainage improvements and release of the maintenance security; and

WHEREAS, the Development Review Division has inspected the roadway and drainage improvements, and is recommending acceptance of said facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that final acceptance is hereby granted for those roadway and drainage improvements and plat dedications in Ave Maria Unit 9, Del Webb at Ave Maria Parcels 101, 103, 104 & 105, pursuant to the plat thereof recorded in Plat Book 47, pages 94 through 99, and the Clerk is hereby authorized to release the maintenance security.

BE IT FURTHER RESOLVED AND ORDERED that the roadway and drainage improvements within Ave Maria Unit 9, Del Webb at Ave Maria Parcels 101, 103, 104 & 105will be maintained privately in the future and will not be the responsibility of Collier County.

This Resolution adopted after motion, second and majority vote favoring same, this _____ day of _____ 2025.

DATE:
ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

DDP
12/2/24

[24-EIS-05092/1899861/1]

CAO

Ave Maria Unit 9
Del Webb at Ave Maria Parcels 101, 103, 104 & 105

A SUBDIVISION BEING A REPLAT OF ALL OF TRACTS "101, "103", "104" & "105", ACCORDING TO THE PLAT OF AVE MARIA UNIT 3, DEL WEBB PHASE ONE, PLAT BOOK 47, PAGES 52 THROUGH 62 AND BEING LOCATED WITHIN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS THAT PULTE HOME CORPORATION, A MICHIGAN CORPORATION, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT ENTITLED "AVE MARIA UNIT 9, DEL WEBB AT AVE MARIA PARCELS 101, 103, 104 & 105" TO BE MADE AND DOES HEREBY:

A. DEDICATE TO DEL WEBB AT AVE MARIA COMMUNITY ASSOCIATION, INC.:

1. ALL OF TRACT "A" FOR PRIVATE ROAD RIGHT-OF-WAY (R.O.W.), SUBJECT TO EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

3. AN IRRIGATION EASEMENT (I.E.) OVER TRACT "A", FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF IRRIGATION FACILITIES WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO AVE MARIA UTILITY COMPANY, L.L.L.P.:

1. ALL AVE MARIA UTILITY EASEMENTS (A.M.U.E.) FOR THE PURPOSES OF UTILITY INSTALLATION, CONSTRUCTION, OPERATION AND MAINTENANCE, INCLUDING THE RIGHT OF ACCESS TO PERFORM ANY SUCH PURPOSE, WITH NO RESPONSIBILITY OF MAINTENANCE OF THE SURFACE EASEMENT AREA.

2. ALL POTABLE WATER DISTRIBUTION LINES CONSTRUCTED AND INSTALLED WITHIN THE PROPERTIES DEPICTED ON THIS PLAT, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT ORDINANCE OR REGULATION, WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL SEWER AND EFFLUENT FACILITIES CONSTRUCTED WITHIN THE PROPERTIES DEPICTED ON THIS PLAT, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT ORDINANCE OR REGULATION, WITH RESPONSIBILITY FOR MAINTENANCE.

C. DEDICATE TO ALL LICENSED OR FRANCHISED PRIVATE OR PUBLIC UTILITIES WITH WHOM OWNER (OR ITS SUCCESSORS AND ASSIGNS):

A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) AND ACCESS EASEMENT (A.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES AS SHOWN ON THIS PLAT FOR PUBLIC UTILITY PURPOSES INCLUDING CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF THEIR RESPECTIVE FACILITIES INCLUDING CABLE TELEVISION SERVICES PROVIDED THAT SUCH USES BE SUBJECT TO AND NOT INCONSISTENT WITH THE USE BY THE COLLIER COUNTY WATER-SEWER DISTRICT. IN THE EVENT A CABLE COMPANY OR UTILITY PROVIDER DAMAGES THE FACILITIES OF ANOTHER (OR THE ROADWAY ITSELF), IT SHALL BE SOLELY RESPONSIBLE FOR REPAIRING SUCH DAMAGES AND RESTORING THE PROPERTY TO ITS PRE-EXISTING CONDITION.

D. DEDICATE TO COLLIER COUNTY:

1. ALL DRAINAGE EASEMENTS (D.E.), AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

3. ALL ACCESS EASEMENTS (A.E.), AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE. ACCESS EASEMENTS ARE SPECIFICALLY FOR THE PURPOSE OF ACCESSING THE DRAINAGE AND LAKE MAINTENANCE EASEMENTS.

E. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE IMMOKALEE FIRE CONTROL DISTRICT:

A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) FOR THE PURPOSE OF PERMITTING EMERGENCY AND OTHER SERVICE VEHICLES ACCESS, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

F. RESERVE TO PULTE HOME CORPORATION, AND FOR THE BENEFIT OF ITS DESIGNEES, SUCCESSORS AND ASSIGNS:

1. PERPETUAL, NON EXCLUSIVE TECHNOLOGY UTILITY EASEMENTS (T.U.E.) AS SHOWN HEREIN FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND REPLACING UTILITY SYSTEMS, INCLUDING, WITHOUT LIMITATION, GAS, TELEPHONE, TELECOMMUNICATIONS, CABLE TELEVISION, SECURITY AND SIMILAR SYSTEMS, WITH RESPONSIBILITY OF MAINTENANCE. SUCH EASEMENTS BEING RESERVED TO PULTE HOME CORPORATION MAY BE GRANTED OR CONVEYED TO THIRD PARTIES AND MAY, BUT NOT NECESSARILY, BE PERPETUAL AND IRREVOCABLE, AT WHICH POINT SUCH TECHNOLOGY UTILITY EASEMENTS OR INTERESTS SHALL BE MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT GRANTING OR CONVEYING SUCH EASEMENTS OR INTERESTS. ALL RIGHTS AND INTERESTS RESERVED OR LATER GRANTED PURSUANT TO THE TECHNOLOGY UTILITY EASEMENTS HEREIN SHALL BE INFERIOR AND SUBORDINATE TO ANY RIGHT OR INTEREST PURSUANT TO THE EASEMENTS DEDICATED ABOVE. ANY USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT MUST NOT INTERFERE WITH ANY USE PURSUANT TO THE EASEMENTS DEDICATED ABOVE. IF THERE IS A CONFLICT BETWEEN ANY EXISTING OR PROPOSED USE PURSUANT TO THE EASEMENTS DEDICATED ABOVE, AND ANY EXISTING OR PROPOSED USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT, THEN ANY FACILITIES, EQUIPMENT OR USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT WILL BE MOVED, CHANGED, OR TERMINATED AT THE EXPENSE OF THE HOLDER OF THE TECHNOLOGY UTILITY EASEMENT IN ORDER TO REMOVE ANY SUCH CONFLICT. EXCEPT AS PERMITTED BY PULTE HOME CORPORATION ITS SUCCESSORS OR ASSIGNS, IN AN INSTRUMENT GRANTING OR CONVEYING A TECHNOLOGY UTILITY EASEMENT, ALL FACILITIES CONSTRUCTED OR INSTALLED BY ANY OF THE GRANTEES OF THE TECHNOLOGY UTILITY EASEMENTS DESCRIBED ABOVE SHALL BE UNDERGROUND.

2. TRACT "101" FOR FUTURE DEVELOPMENT, SUBJECT TO EASEMENTS DEPICTED HEREON.

G. DEDICATE TO THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

1. ALL DRAINAGE EASEMENTS (D.E.), AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

3. A RIGHT OF ACCESS OVER THOSE AREAS INDICATED ON THE PLAT AS DRAINAGE EASEMENTS (D.E.) AS DEPICTED, FOR THE PURPOSE OF ACCESS TO THE SAME FOR CONSTRUCTION, INSTALLATION AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 1 DAY OF [illegible], 2006, A.D.

WITNESSES:

SIGNATURE

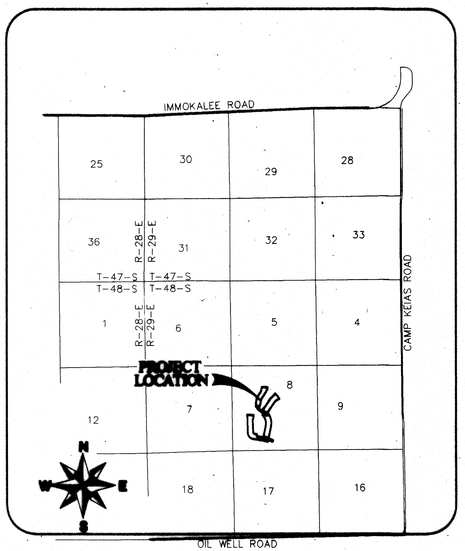
Josh Bowns
PRINT NAME

SIGNATURE

ALAN KLINGER
PRINT NAME

PULTE HOME CORPORATION, A MICHIGAN CORPORATION
AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

BY: [signature]
RICHARD McCORMICK, ATTORNEY IN FACT



LOCATION MAP
NOT TO SCALE

SEE PAGE 2 OF 6 FOR DESCRIPTION OF LANDS PLATTED

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF November, 2006, BY RICHARD McCORMICK, ATTORNEY IN FACT, FOR PULTE HOME CORPORATION, WHO [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

Laura A. Ray
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT (AFFIX SEAL)

Laura A. Ray
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

DD212654 7/13/07

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

COUNTY APPROVALS

ENGINEERING SERVICES DEPARTMENT

THIS PLAT APPROVED BY ENGINEERING REVIEW SERVICES
THIS 21st DAY OF November, 2006, A.D.

Thomas E. Kuck
THOMAS E. KUCK, P.E.
ENGINEERING SERVICES DIRECTOR/COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY LAND SURVEYOR
THIS 20th DAY OF November, 2006, A.D.

STEPHEN A. HIGGINS, JR. P.S.M. NO. 5184
COUNTY LAND SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY
THIS 21st DAY OF November, 2006, A.D.

JEFFREY WRIGHT
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS ___ DAY OF _____, 2006, A.D., PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

FRANK HALAS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:
DWIGHT E. BROCK
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 3:40 PM. THIS 13th DAY OF December, 2006, A.D. AND DULY RECORDED IN PLAT BOOK 47, PAGES 92-93 INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

DWIGHT E. BROCK
CLERK OF THE CIRCUIT COURT IN
AND FOR COLLIER COUNTY, FLORIDA
BY: [signature] D.C.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY OF THE PROPERTY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041 FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT AND PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO THE FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

RHODES & RHODES, LAND SURVEYING, INC. L.B. #6897

JOHN SCOTT RHODES P.S.M. NO. 5739 — DATED 11-01-06

JOHN SCOTT RHODES CERTIFICATE NO. 5739 STATE OF FLORIDA Professional Surveyor & Mapper

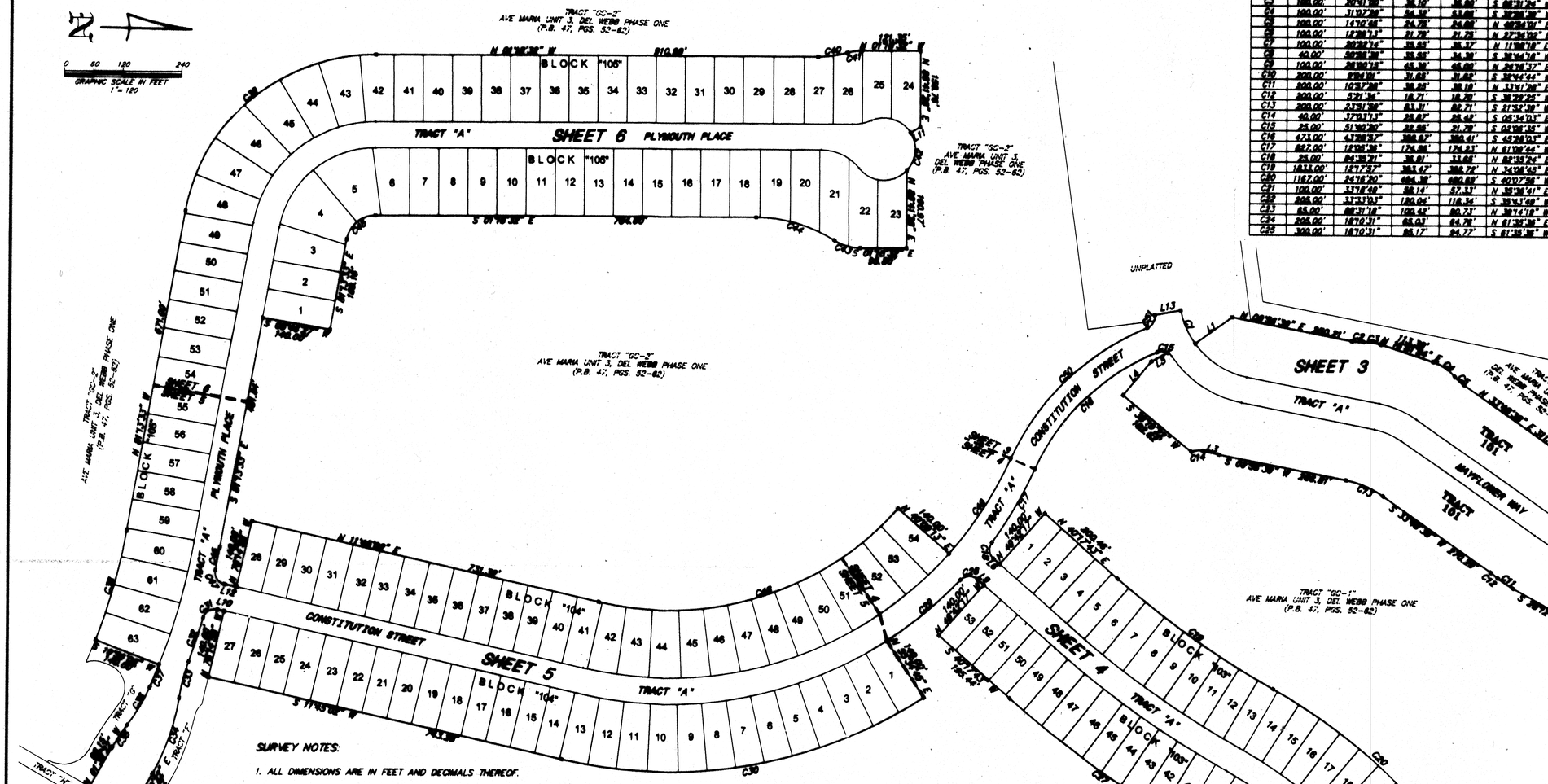
THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES, P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLORIDA 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897

PLAT BOOK 47 PAGE 95

SHEET 2 OF 6
INDEX MAP

Ave Maria Unit 9
Del Webb at Ave Maria Parcels 101, 103, 104 & 105

A SUBDIVISION BEING A REPLAT OF ALL OF TRACTS "101, "103", "104" & "105", ACCORDING TO THE PLAT OF AVE MARIA UNIT 3, DEL WEBB PHASE ONE, PLAT BOOK 47, PAGES 52 THROUGH 62 AND BEING LOCATED WITHIN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	173.00'	25°08'27"	75.91'	75.32'	N 66°17'51" E
C2	100.00'	13°45'08"	24.00'	23.94'	N 63°08'43" E
C3	100.00'	20°41'00"	36.10'	35.90'	S 66°31'24" W
C4	100.00'	31°17'28"	54.62'	53.96'	S 30°28'38" W
C5	100.00'	14°10'46"	24.75'	24.68'	N 48°34'01" E
C6	100.00'	12°38'13"	21.78'	21.74'	N 27°36'59" E
C7	100.00'	20°30'14"	35.80'	35.37'	N 11°18'16" E
C8	40.00'	50°28'38"	35.68'	34.38'	S 38°44'19" W
C9	100.00'	26°38'16"	46.38'	46.00'	N 26°16'27" E
C10	200.00'	8°56'28"	31.65'	31.62'	S 30°44'44" W
C11	200.00'	10°57'38"	38.26'	38.19'	N 33°41'38" E
C12	200.00'	5°21'34"	18.71'	18.70'	S 38°28'25" W
C13	200.00'	23°51'38"	83.31'	82.71'	S 21°52'38" W
C14	40.00'	37°03'13"	25.87'	25.42'	S 05°14'03" E
C15	25.00'	51°40'30"	22.55'	21.79'	S 02°08'25" W
C16	423.00'	43°38'37"	322.07'	314.41'	S 45°28'03" E
C17	827.00'	12°05'38"	174.56'	174.23'	N 61°08'44" W
C18	25.00'	84°38'29"	36.93'	33.66'	N 82°35'24" E
C19	1833.00'	10°17'27"	329.12'	328.72'	N 34°08'45" E
C20	1167.00'	24°16'20"	494.38'	490.68'	S 40°27'36" W
C21	100.00'	33°18'48"	58.14'	57.33'	N 35°38'41" E
C22	206.00'	33°33'03"	120.64'	118.94'	S 35°47'49" W
C23	65.00'	88°31'18"	100.42'	90.73'	N 38°14'18" W
C24	206.00'	18°10'31"	65.03'	64.76'	N 81°35'38" E
C25	206.00'	18°10'31"	65.17'	64.77'	S 81°35'38" E
C26	833.00'	24°38'34"	358.33'	355.62'	S 40°13'17" W
C27	2167.00'	12°17'52"	466.17'	465.28'	N 34°38'56" E
C28	25.00'	88°24'38"	38.58'	34.88'	S 03°54'38" E
C29	827.00'	13°41'33"	197.64'	197.17'	N 41°16'39" W
C30	867.00'	46°16'17"	729.88'	709.34'	N 11°30'38" W
C31	25.00'	88°18'34"	37.88'	34.38'	S 31°38'38" E
C32	1402.00'	3°52'46"	94.96'	94.80'	N 73°58'38" W
C33	383.00'	11°38'38"	77.83'	77.40'	S 77°30'03" E
C34	452.00'	21°38'38"	165.88'	165.88'	N 78°13'41" W
C35	433.00'	7°22'14"	55.78'	55.66'	S 57°38'03" E
C36	343.00'	13°37'57"	81.13'	80.91'	N 61°38'02" W
C37	1348.00'	2°28'47"	58.90'	58.89'	N 68°38'38" W
C38	1308.00'	11°00'41"	336.62'	334.98'	N 75°14'19" E
C39	384.00'	78°55'01"	548.88'	506.88'	S 41°16'38" E
C40	200.00'	17°24'41"	60.78'	60.54'	N 10°00'38" E
C41	100.00'	17°24'41"	30.38'	30.27'	S 10°00'38" E
C42	65.00'	74°13'35"	84.21'	78.44'	N 88°48'38" W
C43	100.00'	32°33'06"	56.54'	55.78'	N 14°53'31" E
C44	300.00'	32°33'06"	168.63'	167.38'	S 14°53'31" W
C45	60.00'	78°38'01"	83.89'	77.07'	S 41°16'38" E
C46	1402.00'	1°38'53"	48.15'	48.14'	N 88°14'31" W
C47	25.00'	88°38'38"	38.83'	35.04'	N 38°14'38" E
C48	833.00'	61°38'48"	680.54'	648.32'	N 18°38'38" W
C49	773.00'	17°21'45"	234.25'	233.35'	N 38°21'38" W
C50	527.00'	43°38'48"	388.83'	380.40'	S 45°28'03" E
C51	25.00'	75°30'08"	32.87'	30.55'	N 81°21'45" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	83.88'	N 32°16'33" W
L2	11.58'	S 33°53'02" E
L3	32.14'	S 12°57'34" W
L4	80.46'	N 31°40'38" W
L5	38.65'	N 88°38'46" W
L6	16.80'	N 40°17'43" E
L7	46.15'	N 52°38'21" E
L8	47.81'	S 52°38'21" W
L9	16.35'	S 40°17'43" W
L10	13.75'	S 11°46'02" W
L11	23.88'	S 32°53'29" E
L12	23.76'	N 11°46'02" E
L13	84.03'	N 12°38'06" W
L21	5.78'	N 52°38'21" E

SURVEY NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL SIDE LOT LINES ARE RADIAL TO CENTERLINE OF TRACT "A" UNLESS OTHERWISE NOTED.
3. UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR.
4. BEARINGS ARE BASED ON THE EASTERLY TERMINUS OF TRACT "105", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, AS BEING S 28°53'31" W. BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
5. RESERVATIONS, RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD RECORDED IN OFFICIAL RECORD BOOK 4040 PAGE 1711 ET. SEQ., OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
6. PROPOSED MINIMUM ELEVATION OF ROAD CROWN IS 22.7 FEET, MINIMUM FINISHED FLOOR ELEVATIONS ARE 24.2 FEET, ALL MINIMUM ELEVATIONS ARE BASED ON SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT NO. 11-08338-P AND REFER TO NATIONAL GEODETIC VERTICAL DATUM. THIS INFORMATION IS SHOWN FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE CONSTRUCTION CRITERIA, CONSULT COLLIER COUNTY BUILDING AND ZONING DEPARTMENT CONCERNING ALL ELEVATION REQUIREMENTS.
7. PROPERTY IS LOCATED IN FLOOD ZONE "D" ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL NUMBER 12021C 0275 G DATED NOVEMBER 17, 2005. FLOOD INFORMATION IS SUBJECT TO CHANGE, CONSULT LATEST FLOOD ZONE MAPS FOR CURRENT FLOOD ZONE INFORMATION.
8. REFERENCE D.R.I. FOR TOWN OF AVE MARIA AR-6283 RES. #2005-235.
9. RESERVATIONS, RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD RECORDED IN OFFICIAL RECORD BOOK 4112 PAGE 417 ET. SEQ., OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PROPERTY DESCRIPTION

BEING ALL OF TRACTS "101", "103" , "104" & "105", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE), OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. LYING WITHIN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST, SAID COLLIER COUNTY, FLORIDA.

CONTAINING 2,081,175 SQUARE FEET OR 47.777 ACRES, MORE OR LESS.

LEGEND:

B.O.B.	BASIS OF BEARING
R.O.W.	RIGHT-OF-WAY
P.I.	POINT OF INTERSECTION
R.P.	RADIUS POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
O.R.	OFFICIAL RECORDS BOOK
N.R.	INDICATES NON-RADIAL
(E)	INDICATES EASEMENT TIE
A.M.U.E.	INDICATES AVE MARIA UTILITY EASEMENT
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT
T.U.E.	INDICATES TECHNOLOGY UTILITY EASEMENT
D.E.	INDICATES DRAINAGE EASEMENT
A.E.	INDICATES ACCESS EASEMENT
I.E.	INDICATES IRRIGATION EASEMENT
L.E.	INDICATES LANDSCAPE EASEMENT
L.M.E.	INDICATES LAKE MAINTENANCE EASEMENT
D.R.I.	INDICATES DEVELOPMENT OF REGIONAL IMPACT
■	INDICATES SET PERMANENT REFERENCE MONUMENT (4X4 CONCRETE MONUMENT STAMPED "PRM LB 6897") (UNLESS OTHERWISE NOTED)
●	INDICATES PERMANENT CONTROL POINT

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
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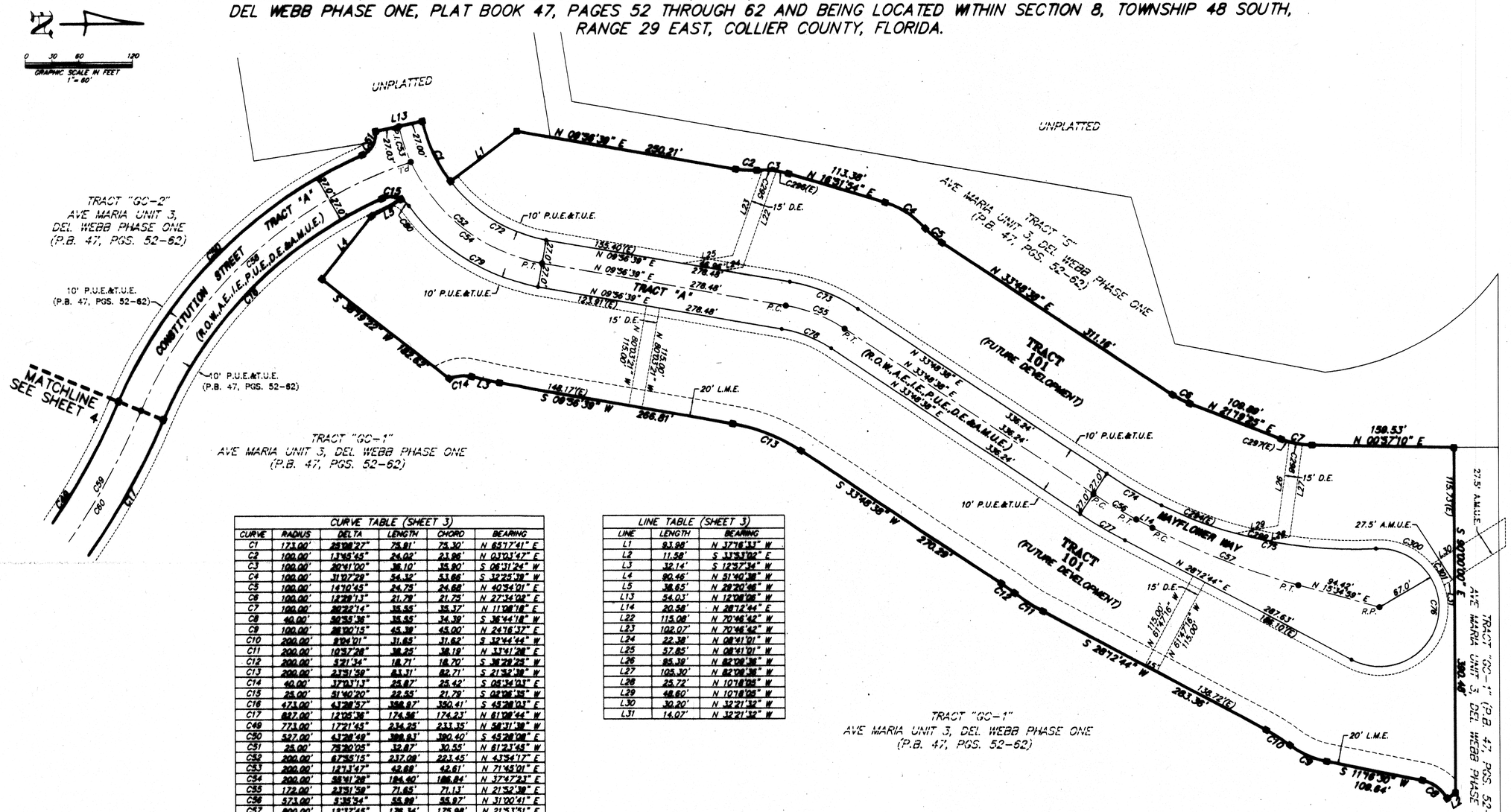
FLORIDA BUSINESS LICENSE NO. LB 6897

PLAT BOOK 47 PAGE 96

SHEET 3 OF 6

Ave Maria Unit 9
Del Webb at Ave Maria Parcels 101, 103, 104 & 105

A SUBDIVISION BEING A REPLAT OF ALL OF TRACTS "101", "103", "104" & "105", ACCORDING TO THE PLAT OF AVE MARIA UNIT 3, DEL WEBB PHASE ONE, PLAT BOOK 47, PAGES 52 THROUGH 62 AND BEING LOCATED WITHIN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.



CURVE TABLE (SHEET 3)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	173.00'	25°08'27"	75.81'	75.30'	N 65°17'41" E
C2	100.00'	13°45'45"	24.02'	23.96'	N 03°03'47" E
C3	100.00'	20°41'00"	36.10'	35.90'	S 06°31'24" W
C4	100.00'	31°07'29"	54.32'	53.66'	S 32°25'38" W
C5	100.00'	14°10'45"	24.75'	24.68'	N 40°34'01" E
C6	100.00'	12°28'13"	21.79'	21.75'	N 27°34'02" E
C7	100.00'	20°22'14"	35.55'	35.37'	N 11°08'18" E
C8	40.00'	90°55'36"	35.55'	34.39'	S 36°44'18" W
C9	100.00'	26°00'15"	45.39'	45.00'	N 24°16'37" E
C10	200.00'	9°04'01"	31.65'	31.62'	S 32°44'44" W
C11	200.00'	10°37'28"	38.25'	38.19'	N 33°41'28" E
C12	200.00'	5°21'34"	18.71'	18.70'	S 36°29'25" W
C13	200.00'	23°51'59"	83.31'	82.71'	S 21°52'38" W
C14	40.00'	37°03'13"	25.87'	25.42'	S 05°34'03" E
C15	25.00'	51°40'20"	22.55'	21.79'	S 02°06'35" W
C16	473.00'	42°28'57"	350.87'	350.41'	S 45°28'03" E
C17	827.00'	12°05'38"	174.56'	174.23'	N 61°08'44" W
C49	773.00'	17°21'45"	234.25'	233.35'	N 58°31'38" W
C50	527.00'	43°28'48"	399.83'	390.40'	S 45°28'08" E
C51	25.00'	75°20'05"	32.87'	30.55'	N 61°23'45" W
C52	200.00'	67°56'15"	237.09'	223.45'	N 43°54'17" E
C53	200.00'	12°13'47"	42.68'	42.61'	N 71°45'01" E
C54	200.00'	58°41'28"	184.40'	186.84'	N 37°47'23" E
C55	172.00'	23°51'59"	71.65'	71.13'	N 21°52'38" E
C56	573.00'	5°35'54"	55.99'	55.97'	N 31°00'41" E
C57	800.00'	12°37'45"	176.34'	175.98'	N 21°53'51" E
C58	500.00'	48°48'40"	426.10'	413.33'	N 42°47'42" W
C59	800.00'	78°57'34"	1102.48'	1017.28'	N 27°43'45" W
C60	800.00'	15°29'27"	216.26'	215.60'	N 58°28'18" W
C72	173.00'	42°48'48"	129.17'	126.19'	N 31°20'03" E
C73	188.00'	23°51'59"	82.88'	82.29'	N 21°52'38" E
C74	546.00'	7°36'23"	70.80'	70.65'	N 30°05'27" E
C75	463.00'	30°36'33"	248.20'	245.48'	N 11°38'38" E
C76	87.00'	211°17'02"	267.07'	128.04'	N 77°25'47" W
C77	600.00'	5°35'54"	58.63'	58.60'	N 31°00'41" E
C78	146.00'	23°51'59"	80.40'	79.86'	N 21°52'38" E
C79	227.00'	44°24'30"	175.94'	171.57'	N 32°08'54" E
C80	25.00'	26°24'24"	11.52'	11.42'	N 41°08'27" E
C294(E)	463.00'	16°31'23"	88.71'	88.56'	N 21°08'34" E
C295	100.00'	8°34'05"	15.54'	15.52'	N 04°20'51" E
C296(E)	100.00'	8°04'01"	14.08'	14.07'	N 12°48'54" E
C297(E)	100.00'	5°31'31"	9.64'	9.64'	N 18°33'40" E
C298	100.00'	8°37'12"	15.04'	15.03'	N 11°29'18" E
C299	463.00'	4°32'58"	36.85'	36.84'	N 13°38'23" E
C300	77.00'	53°08'58"	71.38'	68.85'	N 23°28'11" E
C301	77.00'	20°35'47"	27.68'	27.53'	N 80°20'34" E

LINE TABLE (SHEET 3)		
LINE	LENGTH	BEARING
L1	83.98'	N 37°16'33" W
L2	11.58'	S 33°53'02" E
L3	32.14'	S 12°57'34" W
L4	80.46'	N 51°40'38" W
L5	38.65'	N 28°20'46" W
L13	54.03'	N 12°08'08" W
L14	20.58'	N 28°12'44" E
L22	113.08'	N 70°46'42" W
L23	102.07'	N 70°46'42" W
L24	22.38'	N 08°41'01" W
L25	57.85'	N 08°41'01" W
L26	85.39'	N 82°08'38" W
L27	105.30'	N 82°08'38" W
L28	25.72'	N 10°18'05" W
L29	48.60'	N 10°18'05" W
L30	30.20'	N 32°21'32" W
L31	14.07'	N 32°21'32" W

THIS INSTRUMENT PREPARED BY:
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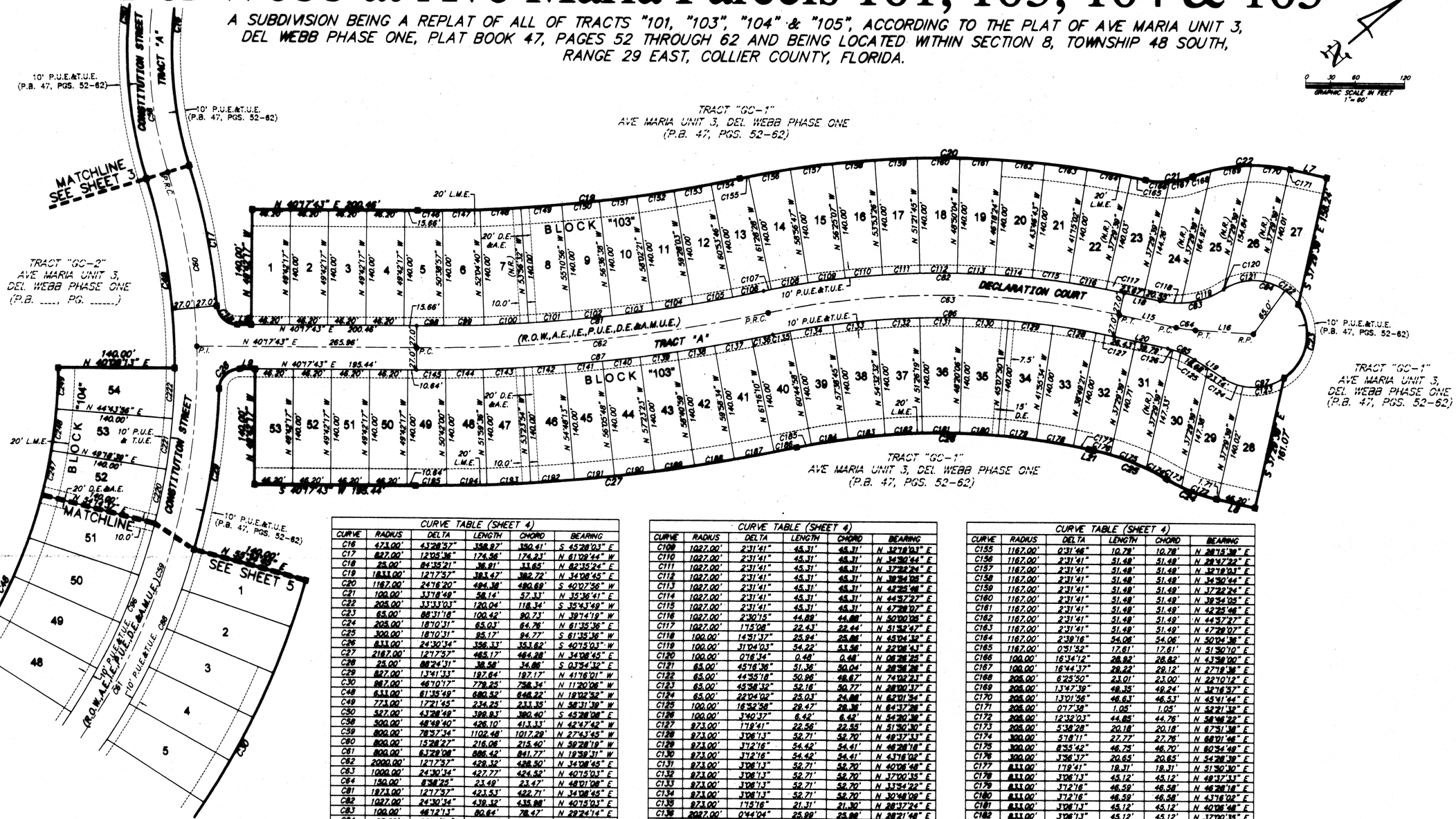
PLAT BOOK 47 PAGE 97

SHEET 4 OF 6

Ave Maria Unit 9
Del Webb at Ave Maria Parcels 101, 103, 104 & 105

A SUBDIVISION BEING A REPLAT OF ALL OF TRACTS "101, "103", "104" & "105", ACCORDING TO THE PLAT OF AVE MARIA UNIT 3, DEL WEBB PHASE ONE, PLAT BOOK 47, PAGES 52 THROUGH 62 AND BEING LOCATED WITHIN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.



LINE TABLE (SHEET 4)		
LINE	LENGTH	BEARING
L6	16.80'	N 40°17'43" E
L7	45.15'	N 52°30'21" E
L8	47.81'	S 52°30'21" W
L9	18.35'	S 40°17'43" W
L15	70.46'	N 52°30'21" E
L16	70.32'	N 43°31'56" E
L18	44.22'	N 52°30'21" E
L19	41.82'	N 73°13'56" E
L20	66.21'	N 52°30'21" E
L39	5.79'	N 52°30'21" E

CURVE TABLE (SHEET 4)				
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C16	473.00'	43°28'57"	358.97'	350.41'	S 45°28'03" E
C17	827.00'	12°05'36"	174.56'	174.23'	N 61°09'44" W
C18	25.00'	84°35'21"	36.91'	33.65'	N 82°35'24" E
C19	1833.00'	12°17'57"	393.47'	392.72'	N 34°08'45" E
C20	1167.00'	24°16'20"	494.36'	490.69'	S 40°07'56" W
C21	100.00'	33°18'49"	58.14'	57.33'	N 35°36'41" E
C22	205.00'	33°33'03"	120.04'	118.34'	S 35°43'49" W
C23	65.00'	88°31'18"	100.42'	90.73'	N 39°14'19" W
C24	205.00'	18°10'31"	65.03'	64.76'	N 61°35'36" E
C25	300.00'	18°10'31"	95.17'	94.77'	S 61°35'36" W
C26	833.00'	24°30'34"	356.33'	353.62'	S 40°15'03" W
C27	2167.00'	12°17'57"	465.17'	464.28'	N 34°08'45" E
C28	25.00'	88°24'31"	38.58'	34.86'	S 03°54'32" E
C29	827.00'	13°41'33"	197.64'	197.17'	N 41°16'01" W
C30	967.00'	46°10'17"	778.25'	756.34'	N 11°20'06" W
C48	633.00'	61°35'49"	680.52'	648.22'	N 18°02'52" W
C49	773.00'	17°21'45"	234.25'	233.35'	N 58°31'39" W
C50	527.00'	43°28'49"	399.83'	390.40'	S 45°28'08" E
C58	500.00'	48°48'40"	426.10'	413.33'	N 42°47'42" W
C59	800.00'	78°57'34"	1102.48'	1017.29'	N 27°43'45" W
C80	800.00'	15°28'27"	216.06'	215.40'	N 39°28'19" W
C81	800.00'	63°29'08"	886.42'	841.77'	N 19°39'31" W
C82	2000.00'	12°17'57"	428.32'	428.50'	N 34°08'45" E
C83	1000.00'	24°30'34"	427.77'	424.52'	N 40°15'03" E
C84	150.00'	8°58'25"	23.49'	23.47'	N 48°01'08" E
C85	1873.00'	12°17'57"	423.53'	422.71'	N 34°08'45" E
C86	1027.00'	24°30'34"	439.32'	435.88'	N 40°15'03" E
C87	100.00'	46°12'13"	80.64'	78.47'	N 29°24'14" E
C94	65.00'	90°11'34"	102.33'	92.08'	N 51°24'05" E
C95	100.00'	20°33'35"	35.88'	35.69'	N 62°47'08" E
C96	973.00'	24°30'34"	416.22'	413.06'	N 40°15'03" E
C97	2027.00'	12°17'57"	435.12'	434.28'	N 34°08'45" E
C98	827.00'	46°10'17"	666.43'	648.55'	N 11°20'06" W
C99	773.00'	61°35'49"	831.03'	791.58'	N 18°02'52" W
C97	65.00'	68°02'35"	77.19'	72.74'	N 39°02'38" E
C98	1873.00'	0°36'40"	32.52'	32.52'	N 38°49'23" E
C99	1873.00'	1°25'43"	48.19'	48.19'	N 38°38'12" E
C100	1873.00'	1°34'16"	54.11'	54.10'	N 37°08'12" E
C101	1873.00'	1°32'00"	52.80'	52.80'	N 35°35'04" E
C102	1873.00'	1°25'43"	48.19'	48.19'	N 34°06'13" E
C103	1873.00'	1°25'43"	48.19'	48.19'	N 32°40'31" E
C104	1873.00'	1°25'43"	48.19'	48.19'	N 31°14'48" E
C105	1873.00'	1°25'43"	48.19'	48.19'	N 29°49'05" E
C106	1873.00'	1°06'28"	38.15'	38.15'	N 28°33'00" E
C107	1027.00'	0°31'46"	9.50'	9.49'	N 28°15'39" E
C108	1027.00'	2°31'41"	45.31'	45.31'	N 28°47'22" E

CURVE TABLE (SHEET 4)				
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C109	1027.00'	2°31'41"	45.31'	45.31'	N 31°19'03" E
C110	1027.00'	2°31'41"	45.31'	45.31'	N 34°50'44" E
C111	1027.00'	2°31'41"	45.31'	45.31'	N 37°22'24" E
C112	1027.00'	2°31'41"	45.31'	45.31'	N 39°54'06" E
C113	1027.00'	2°31'41"	45.31'	45.31'	N 42°25'46" E
C114	1027.00'	2°31'41"	45.31'	45.31'	N 44°57'27" E
C115	1027.00'	2°31'41"	45.31'	45.31'	N 47°29'07" E
C116	1027.00'	2°30'15"	44.88'	44.88'	N 50°00'06" E
C117	1027.00'	1°15'08"	22.43'	22.44'	N 51°32'47" E
C118	100.00'	14°51'17"	25.94'	25.86'	N 45°04'32" E
C119	100.00'	31°04'03"	54.22'	53.56'	N 22°08'43" E
C120	100.00'	0°16'34"	0.48'	0.48'	N 06°26'25" E
C121	65.00'	45°16'36"	51.36'	50.04'	N 28°56'26" E
C122	65.00'	44°55'18"	50.96'	49.67'	N 74°02'23" E
C123	65.00'	45°38'32"	52.16'	50.77'	N 28°00'37" E
C124	65.00'	22°04'02"	25.03'	24.88'	N 62°01'54" E
C125	100.00'	16°52'58"	29.47'	29.36'	N 64°37'28" E
C126	100.00'	3°40'37"	6.42'	6.42'	N 54°20'38" E
C127	973.00'	1°19'41"	22.56'	22.55'	N 51°30'30" E
C128	973.00'	3°06'13"	52.71'	52.70'	N 49°37'33" E
C129	973.00'	3°12'16"	54.42'	54.41'	N 46°26'18" E
C130	973.00'	3°12'16"	54.42'	54.41'	N 43°16'02" E
C131	973.00'	3°06'13"	52.71'	52.70'	N 40°06'48" E
C132	973.00'	3°06'13"	52.71'	52.70'	N 37°00'35" E
C133	973.00'	3°06'13"	52.71'	52.70'	N 33°54'22" E
C134	973.00'	3°06'13"	52.71'	52.70'	N 30°48'09" E
C135	973.00'	1°15'16"	21.31'	21.30'	N 28°37'24" E
C136	2027.00'	0°44'04"	25.99'	25.99'	N 28°21'48" E
C137	2027.00'	1°17'35"	45.75'	45.75'	N 29°22'38" E
C138	2027.00'	1°17'35"	45.75'	45.75'	N 30°40'13" E
C139	2027.00'	1°17'35"	45.75'	45.75'	N 31°57'49" E
C140	2027.00'	1°17'35"	45.75'	45.75'	N 33°15'24" E
C141	2027.00'	1°17'35"	45.75'	45.75'	N 34°33'00" E
C142	2027.00'	1°24'19"	48.71'	48.71'	N 35°53'57" E
C143	2027.00'	1°24'19"	48.71'	48.71'	N 37°18'15" E
C144	2027.00'	1°17'35"	45.75'	45.75'	N 38°36'12" E
C145	2027.00'	0°38'43"	35.21'	35.21'	N 39°47'52" E
C146	1833.00'	0°36'40"	30.21'	30.21'	N 38°49'23" E
C147	1833.00'	1°25'43"	45.70'	45.70'	N 38°38'12" E
C148	1833.00'	1°32'56"	48.55'	48.55'	N 37°08'53" E
C149	1833.00'	1°33'20"	48.77'	48.77'	N 35°35'44" E
C150	1833.00'	1°25'43"	45.70'	45.70'	N 34°06'13" E
C151	1833.00'	1°25'43"	45.70'	45.70'	N 32°40'31" E
C152	1833.00'	1°25'43"	45.70'	45.70'	N 31°14'48" E
C153	1833.00'	1°25'43"	45.70'	45.70'	N 29°49'05" E
C154	1833.00'	1°06'28"	35.44'	35.44'	N 28°33'00" E

CURVE TABLE (SHEET 4)				
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C155	1167.00'	0°31'46"	10.78'	10.78'	N 28°15'39" E
C156	1167.00'	2°31'41"	51.48'	51.48'	N 28°47'22" E
C157	1167.00'	2°31'41"	51.48'	51.48'	N 31°19'03" E
C158	1167.00'	2°31'41"	51.48'	51.48'	N 34°50'44" E
C159	1167.00'	2°31'41"	51.48'	51.48'	N 37°22'24" E
C160	1167.00'	2°31'41"	51.48'	51.48'	N 39°54'05" E
C161	1167.00'	2°31'41"	51.48'	51.48'	N 42°25'46" E
C162	1167.00'	2°31'41"	51.48'	51.48'	N 44°57'27" E
C163	1167.00'	2°31'41"	51.48'	51.48'	N 47°29'07" E
C164	1167.00'	2°39'16"	54.06'	54.06'	N 50°04'36" E
C165	1167.00'	0°31'52"	17.61'	17.61'	N 51°30'10" E
C166	100.00'	16°34'12"	28.92'	28.82'	N 43°38'00" E
C167	100.00'	16°44'37"	29.22'	29.12'	N 27°18'36" E
C168	205.00'	6°25'50"	23.01'	23.00'	N 22°10'12" E
C169	205.00'	13°47'39"	49.35'	49.24'	N 32°16'57" E
C170	205.00'	13°01'56"	46.63'	46.53'	N 45°41'44" E
C171	205.00'	0°17'38"	1.05'	1.05'	N 52°21'32" E
C172	205.00'	12°32'03"	44.85'	44.76'	N 58°46'22" E
C173	205.00'	5°38'28"	20.18'	20.18'	N 67°51'38" E
C174	300.00'	5°18'11"	27.77'	27.76'	N 68°01'46" E
C175	300.00'	8°55'42"	46.75'	46.70'	N 60°54'49" E
C176	300.00'	3°56'37"	20.65'	20.65'	N 54°28'39" E
C177	833.00'	1°19'41"	18.31'	18.31'	N 51°30'30" E
C178	833.00'	3°06'13"	45.12'	45.12'	N 49°37'33" E
C179	833.00'	3°12'16"	46.59'	46.58'	N 46°26'18" E
C180	833.00'	3°12'16"	46.59'	46.58'	N 43°16'02" E
C181	833.00'	3°06'13"	45.12'	45.12'	N 40°06'48" E
C182	833.00'	3°06'13"	45.12'	45.12'	N 37°00'35" E
C183	833.00'	3°06'13"	45.12'	45.12'	N 33°54'22" E
C184	833.00'	3°06'13"	45.12'	45.12'	N 30°48'09" E
C185	833.00'	1°15'16"	18.24'	18.24'	N 28°37'24" E
C186	2167.00'	0°44'04"	27.78'	27.78'	N 28°21'48" E
C187	2167.00'	1°07'55"	42.81'	42.81'	N 29°17'48" E
C188	2167.00'	1°17'35"	48.91'	48.91'	N 30°40'13" E
C189	2167.00'	1°17'35"	48.91'	48.91'	N 31°57'49" E
C190	2167.00'	1°17'35"	48.91'	48.91'	N 33°15'24" E
C191	2167.00'	1°17'35"	48.91'	48.91'	N 34°33'00" E
C192	2167.00'	1°24'19"	53.14'	53.14'	N 35°53'57" E
C193	2167.00'	1°24'19"	53.14'	53.14'	N 37°18'15" E
C194	2167.00'	1°17'35"	48.91'	48.91'	N 38°36'12" E
C195	2167.00'	0°38'43"	37.65'	37.65'	N 39°47'52" E
C220	773.00'	4°56'58"	66.55'	66.53'	N 38°17'29" W
C221	773.00'	4°34'43"	61.77'	61.75'	N 43°38'49" W
C222	773.00'	4°34'43"	61.77'	61.75'	N 47°13'25" W
C247	633.00'	4°56'58"	54.50'	54.48'	N 38°17'29" W
C248	633.00'	4°34'43"	50.58'	50.57'	N 43°38'49" W
C249	633.00'	4°34'43"	50.58'	50.57'	N 47°13'25" W

THIS INSTRUMENT PREPARED BY:
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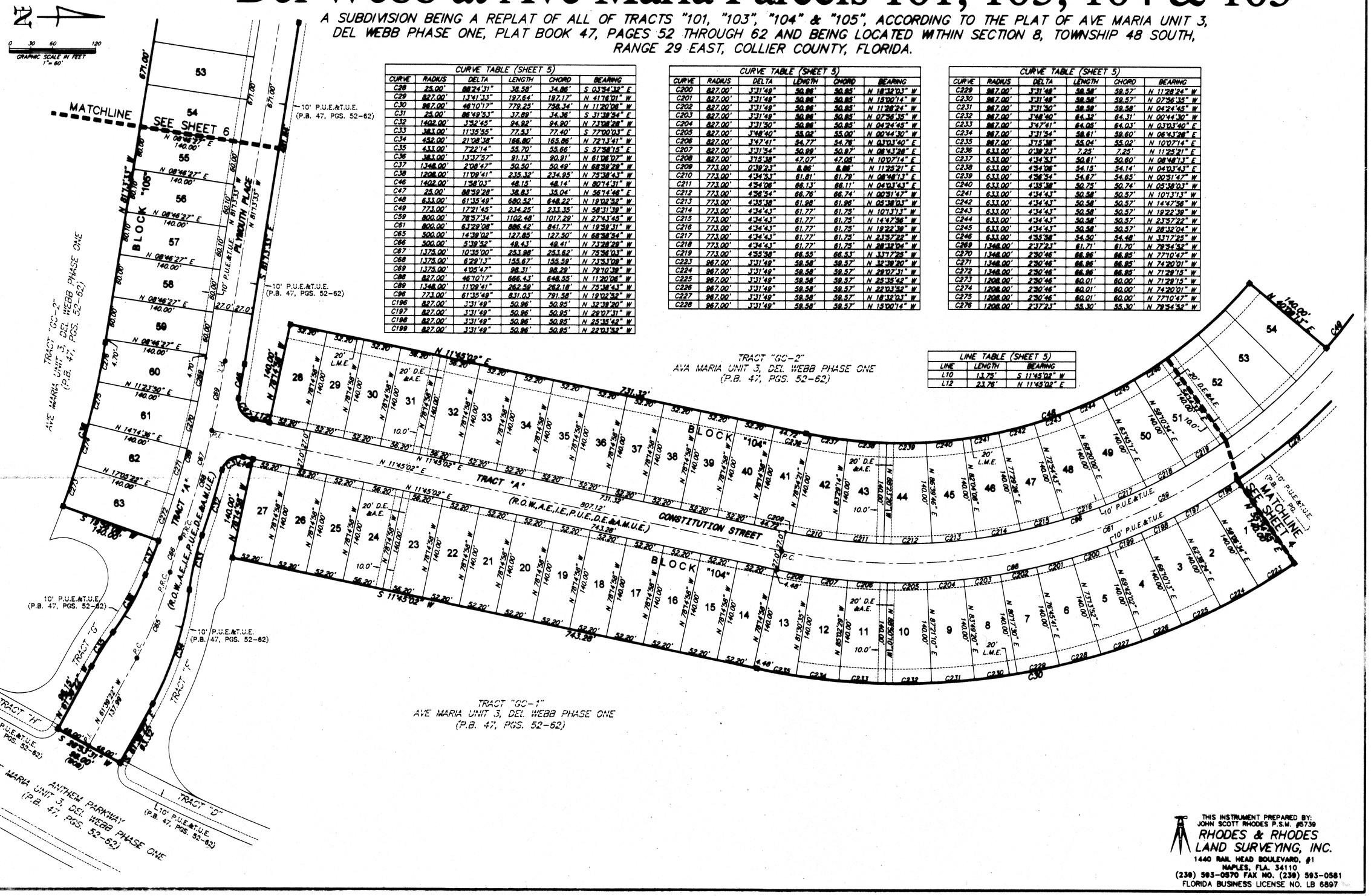
FLORIDA BUSINESS LICENSE NO. LB 6897

PLAT BOOK 47 PAGE 98

SHEET 5 OF 6

Ave Maria Unit 9
Del Webb at Ave Maria Parcels 101, 103, 104 & 105

A SUBDIVISION BEING A REPLAT OF ALL OF TRACTS "101, "103", "104" & "105", ACCORDING TO THE PLAT OF AVE MARIA UNIT 3, DEL WEBB PHASE ONE, PLAT BOOK 47, PAGES 52 THROUGH 62 AND BEING LOCATED WITHIN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.



CURVE TABLE (SHEET 5)

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C28	25.00'	88°24'31"	38.58'	34.86'	S 03°34'32" E
C29	827.00'	13°41'33"	197.64'	197.17'	N 41°16'01" W
C30	867.00'	46°10'17"	779.25'	758.34'	N 11°20'08" W
C31	25.00'	88°49'53"	37.89'	34.36'	S 31°38'54" E
C32	1402.00'	3°32'45"	94.92'	94.90'	N 73°08'28" W
C33	383.00'	11°35'55"	77.53'	77.40'	S 77°00'03" E
C34	452.00'	21°08'38"	166.80'	165.86'	N 72°13'41" W
C35	433.00'	7°22'14"	55.70'	55.66'	S 57°58'15" E
C36	383.00'	13°37'57"	91.13'	90.91'	N 61°08'07" W
C37	1348.00'	2°08'47"	50.50'	50.49'	N 68°36'28" W
C38	1208.00'	11°09'41"	235.32'	234.95'	N 75°38'43" W
C46	1402.00'	1°38'03"	48.15'	48.14'	N 80°14'31" W
C47	25.00'	88°59'28"	38.83'	35.04'	N 56°14'46" E
C48	833.00'	61°35'49"	680.52'	648.22'	N 19°02'52" W
C49	773.00'	17°21'45"	234.25'	233.35'	N 58°31'38" W
C59	800.00'	78°57'34"	1102.48'	1017.29'	N 27°43'45" W
C61	800.00'	63°29'08"	886.42'	841.77'	N 19°58'31" W
C65	500.00'	14°39'02"	127.85'	127.50'	N 68°38'54" W
C66	500.00'	5°39'52"	49.43'	49.41'	N 73°28'29" W
C67	1375.00'	10°35'00"	253.88'	253.62'	N 75°36'03" W
C68	1375.00'	6°29'13"	155.67'	155.59'	N 73°53'09" W
C69	1375.00'	4°05'47"	98.31'	98.28'	N 79°10'39" W
C88	827.00'	46°10'17"	666.43'	648.55'	N 11°20'08" W
C89	1348.00'	11°09'41"	262.59'	262.18'	N 75°38'43" W
C98	773.00'	61°35'49"	831.03'	791.58'	N 19°02'52" W
C196	827.00'	3°31'49"	50.96'	50.95'	N 32°39'20" W
C197	827.00'	3°31'49"	50.96'	50.95'	N 29°07'31" W
C198	827.00'	3°31'49"	50.96'	50.95'	N 25°35'42" W
C199	827.00'	3°31'49"	50.96'	50.95'	N 22°03'52" W

CURVE TABLE (SHEET 5)

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C200	827.00'	3°31'49"	50.96'	50.95'	N 18°32'03" W
C201	827.00'	3°31'49"	50.96'	50.95'	N 15°00'14" W
C202	827.00'	3°31'49"	50.96'	50.95'	N 11°28'24" W
C203	827.00'	3°31'49"	50.96'	50.95'	N 07°56'35" W
C204	827.00'	3°31'50"	50.96'	50.95'	N 04°24'45" W
C205	827.00'	3°48'40"	55.02'	55.00'	N 00°44'30" W
C206	827.00'	3°47'41"	54.77'	54.76'	N 03°03'40" E
C207	827.00'	3°31'54"	50.96'	50.87'	N 08°43'28" E
C208	827.00'	3°15'38"	47.07'	47.05'	N 10°07'14" E
C209	773.00'	0°38'23"	8.86'	8.86'	N 11°25'21" E
C210	773.00'	4°34'53"	61.81'	61.79'	N 08°48'13" E
C211	773.00'	4°54'06"	66.13'	66.11'	N 04°03'43" E
C212	773.00'	4°56'54"	66.76'	66.74'	N 00°51'47" W
C213	773.00'	4°35'38"	61.98'	61.96'	N 05°38'03" W
C214	773.00'	4°34'43"	61.77'	61.75'	N 10°13'13" W
C215	773.00'	4°34'43"	61.77'	61.75'	N 14°47'56" W
C216	773.00'	4°34'43"	61.77'	61.75'	N 19°22'39" W
C217	773.00'	4°34'43"	61.77'	61.75'	N 23°57'22" W
C218	773.00'	4°34'43"	61.77'	61.75'	N 28°32'04" W
C219	773.00'	4°55'56"	66.55'	66.53'	N 33°17'25" W
C223	967.00'	3°31'49"	59.58'	59.57'	N 32°39'20" W
C224	967.00'	3°31'49"	59.58'	59.57'	N 29°07'31" W
C225	967.00'	3°31'49"	59.58'	59.57'	N 25°35'42" W
C226	967.00'	3°31'49"	59.58'	59.57'	N 22°03'52" W
C227	967.00'	3°31'49"	59.58'	59.57'	N 18°32'03" W
C228	967.00'	3°31'49"	59.58'	59.57'	N 15°00'14" W

CURVE TABLE (SHEET 5)

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C229	967.00'	3°31'48"	59.58'	59.57'	N 11°28'24" W
C230	967.00'	3°31'49"	59.58'	59.57'	N 07°56'35" W
C231	967.00'	3°31'50"	59.58'	59.58'	N 04°24'45" W
C232	967.00'	3°48'40"	64.32'	64.31'	N 00°44'30" W
C233	967.00'	3°47'41"	64.05'	64.03'	N 03°03'40" E
C234	967.00'	3°31'54"	59.61'	59.60'	N 08°43'28" E
C235	967.00'	3°15'38"	55.04'	55.02'	N 10°07'14" E
C236	833.00'	0°38'23"	7.25'	7.25'	N 11°25'21" E
C237	833.00'	4°34'53"	50.61'	50.60'	N 08°48'13" E
C238	833.00'	4°54'06"	54.15'	54.14'	N 04°03'43" E
C239	833.00'	4°56'54"	54.67'	54.65'	N 00°51'47" W
C240	833.00'	4°35'38"	50.75'	50.74'	N 05°38'03" W
C241	833.00'	4°34'43"	50.58'	50.57'	N 10°13'13" W
C242	833.00'	4°34'43"	50.58'	50.57'	N 14°47'56" W
C243	833.00'	4°34'43"	50.58'	50.57'	N 19°22'39" W
C244	833.00'	4°34'43"	50.58'	50.57'	N 23°57'22" W
C245	833.00'	4°34'43"	50.58'	50.57'	N 28°32'04" W
C246	833.00'	4°55'58"	54.50'	54.48'	N 33°17'25" W
C269	1348.00'	2°37'23"	61.71'	61.70'	N 78°54'52" W
C270	1348.00'	2°30'46"	66.86'	66.85'	N 77°10'47" W
C271	1348.00'	2°30'46"	66.86'	66.85'	N 74°20'01" W
C272	1348.00'	2°30'46"	66.86'	66.85'	N 71°29'15" W
C273	1208.00'	2°30'46"	60.01'	60.00'	N 71°29'15" W
C274	1208.00'	2°30'46"	60.01'	60.00'	N 74°20'01" W
C275	1208.00'	2°30'46"	60.01'	60.00'	N 77°10'47" W
C276	1208.00'	2°37'23"	55.30'	55.30'	N 78°54'52" W

LINE TABLE (SHEET 5)

LINE	LENGTH	BEARING
L10	13.75'	S 11°45'02" W
L12	23.78'	N 11°45'02" E

THIS INSTRUMENT PREPARED BY:
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FLORIDA BUSINESS LICENSE NO. LB 6897

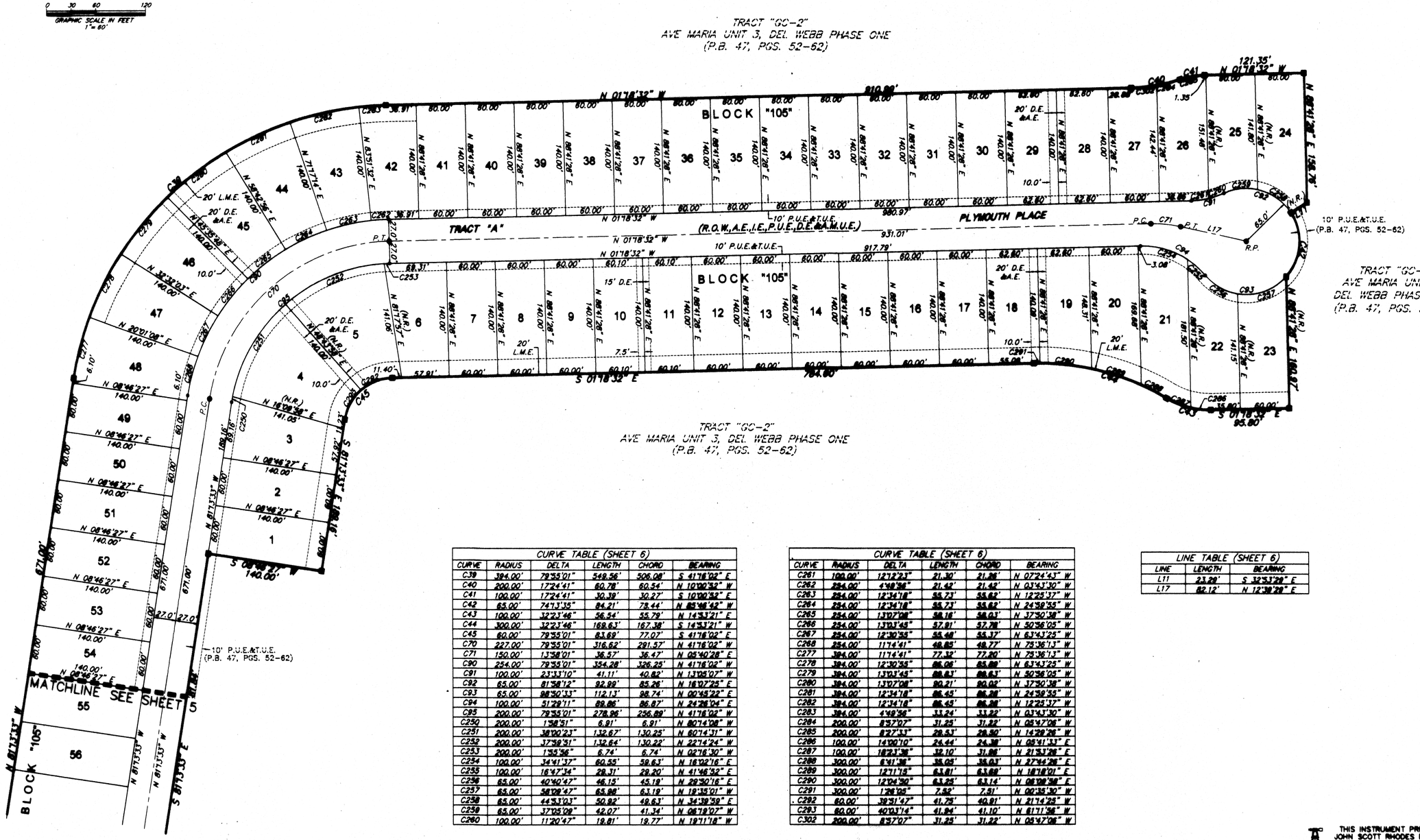
REPRODUCTION PLATS\AVE MARIA\DEL WEBB\DW9_Original.dwg, Constantin - Sheet 1, 11/7/2006 12:29:49 PM, 1:1

Ave Maria Unit 9
Del Webb at Ave Maria Parcels 101, 103, 104 & 105

A SUBDIVISION BEING A REPLAT OF ALL OF TRACTS "101, "103", "104" & "105", ACCORDING TO THE PLAT OF AVE MARIA UNIT 3, DEL WEBB PHASE ONE, PLAT BOOK 47, PAGES 52 THROUGH 62 AND BEING LOCATED WITHIN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.

N

0 30 60 120
GRAPHIC SCALE IN FEET
1" = 60'



CURVE TABLE (SHEET 6)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C39	384.00'	78°55'01"	548.56'	506.08'	S 41°16'02" E
C40	200.00'	17°24'41"	60.78'	60.54'	N 10°00'52" W
C41	100.00'	17°24'41"	30.39'	30.27'	S 10°00'52" E
C42	65.00'	74°13'35"	84.21'	78.44'	N 85°48'42" W
C43	100.00'	32°23'46"	56.54'	55.79'	N 14°53'21" E
C44	300.00'	32°23'46"	169.63'	167.38'	S 14°53'21" W
C45	60.00'	78°55'01"	83.69'	77.07'	S 41°16'02" E
C70	227.00'	78°55'01"	316.62'	291.57'	N 41°16'02" W
C71	150.00'	13°58'01"	36.57'	36.47'	N 05°40'28" E
C90	254.00'	78°55'01"	354.28'	326.25'	N 41°16'02" W
C91	100.00'	23°33'10"	41.11'	40.82'	N 13°05'07" W
C92	65.00'	81°58'12"	92.99'	85.26'	N 16°07'25" E
C93	65.00'	98°50'33"	112.13'	98.74'	N 00°45'22" E
C94	100.00'	51°28'11"	89.86'	86.87'	N 24°28'04" E
C95	200.00'	78°55'01"	278.96'	256.89'	N 41°16'02" W
C250	200.00'	1°38'51"	6.91'	6.91'	N 80°14'08" W
C251	200.00'	38°00'23"	132.67'	130.25'	N 60°14'31" W
C252	200.00'	37°39'51"	132.64'	130.22'	N 22°14'24" W
C253	200.00'	1°55'56"	6.74'	6.74'	N 02°16'30" W
C254	100.00'	34°41'37"	60.55'	59.63'	N 16°02'16" E
C255	100.00'	16°47'34"	28.31'	28.20'	N 41°46'52" E
C256	65.00'	40°40'47"	46.15'	45.19'	N 29°50'16" E
C257	65.00'	58°09'47"	65.98'	63.19'	N 19°35'01" W
C258	65.00'	44°53'03"	50.92'	49.63'	N 34°39'59" E
C259	65.00'	37°05'09"	42.07'	41.34'	N 08°19'07" W
C260	100.00'	11°20'47"	19.81'	19.77'	N 19°11'18" W

CURVE TABLE (SHEET 6)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C261	100.00'	12°12'23"	21.30'	21.26'	N 07°24'43" W
C262	284.00'	4°48'56"	21.42'	21.42'	N 03°43'30" W
C263	284.00'	12°34'18"	55.73'	55.62'	N 12°25'37" W
C264	284.00'	12°34'18"	55.73'	55.62'	N 24°59'55" W
C265	284.00'	13°07'08"	58.16'	58.03'	N 37°50'38" W
C266	284.00'	13°03'45"	57.91'	57.78'	N 50°56'05" W
C267	284.00'	12°30'55"	55.48'	55.37'	N 63°43'25" W
C268	284.00'	11°14'41"	46.85'	46.77'	N 75°36'13" W
C277	384.00'	11°14'41"	77.32'	77.20'	N 75°36'13" W
C278	384.00'	12°30'55"	86.06'	85.89'	N 63°43'25" W
C279	384.00'	13°03'45"	88.63'	88.63'	N 50°56'05" W
C280	384.00'	13°07'08"	90.21'	90.02'	N 37°50'38" W
C281	384.00'	12°34'18"	86.45'	86.26'	N 24°59'55" W
C282	384.00'	12°34'18"	86.45'	86.26'	N 12°25'37" W
C283	384.00'	4°48'56"	33.24'	33.22'	N 03°43'30" W
C284	200.00'	8°57'07"	31.25'	31.22'	N 05°47'06" W
C285	200.00'	8°27'33"	29.53'	29.50'	N 14°28'26" W
C286	100.00'	14°09'10"	24.44'	24.38'	N 08°41'33" E
C287	100.00'	18°23'38"	32.10'	31.96'	N 21°31'26" E
C288	300.00'	6°41'38"	35.05'	35.03'	N 27°44'26" E
C289	300.00'	12°11'15"	63.81'	63.69'	N 18°18'01" E
C290	300.00'	12°04'20"	63.25'	63.14'	N 06°08'56" E
C291	300.00'	1°26'06"	7.52'	7.51'	N 00°35'30" W
C292	80.00'	30°51'47"	41.75'	40.81'	N 21°14'28" W
C293	80.00'	40°03'14"	41.84'	41.10'	N 81°11'36" W
C302	200.00'	8°57'07"	31.25'	31.22'	N 05°47'06" W

LINE TABLE (SHEET 6)		
LINE	LENGTH	BEARING
L11	23.28'	S 32°53'28" E
L17	82.12'	N 12°38'28" E

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
1440 RAIL HEAD BOULEVARD, #1
NAPLES, FLA. 34110
(239) 593-0570 FAX NO. (239) 593-0581
FLORIDA BUSINESS LICENSE NO. LB 6897

I:\DWGS\CONST\AVE MARIA\DWG_WEBB\2006 Replat.dwg, Geometric Sheet 6, 11/7/2006 12:00:37 PM, 1:1

Executive Summary

Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements for the final plat of Del Webb Naples Parcels 107-108, Application Number PL20160000906, and authorize the release of the maintenance security in the amount of $170,953.21.

OBJECTIVE: To have the Board of County Commissioners (Board) grant final acceptance of the infrastructure improvements associated with the subdivision, and authorize the release the maintenance security.

CONSIDERATIONS:

1. The Growth Management Department granted preliminary acceptance of the roadway and drainage improvements in Del Webb Naples Parcels 102-107 on June 29, 2017.

2. Del Webb Naples Community Association, Inc., Ave Maria Utility Company, LLLP, and Ave Maria Stewardship Community District will maintain the roadway and drainage improvements.

3. The required improvements have been constructed in accordance with the Land Development Code. On October 16, 2024, the Growth Management Department inspected them and recommends their final acceptance.

4. A resolution for final acceptance has been prepared by staff and approved by the County Attorney's Office. The resolution is a requirement of Section 10.02.05 C of the Land Development Code. A copy of the document is attached.

FISCAL IMPACT: Del Webb Community Association, Inc., Ave Maria Utility Company, LLLP, and Ave Maria Stewardship Community District will maintain the roadway and drainage improvements. The existing securities, totaling $170,953.21, will be released upon Board approval. Based on the work performed and completed pursuant to the terms of the Construction and Maintenance Agreements dated May 1, 2016, the original security, totaling $623,874.51, has been reduced to the current amount of $170,953.21.

GROWTH MANAGEMENT IMPACT: Performance Bond securities are held as development guaranty and are released after work is performed.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. - DDP

RECOMMENDATIONS: To grant final acceptance of the roadway and drainage improvements in Del Webb Naples Parcels 107-108, Application Number PL20160000906, and authorize:

1. The Chairman to execute the attached resolution authorizing final acceptance of the improvements.

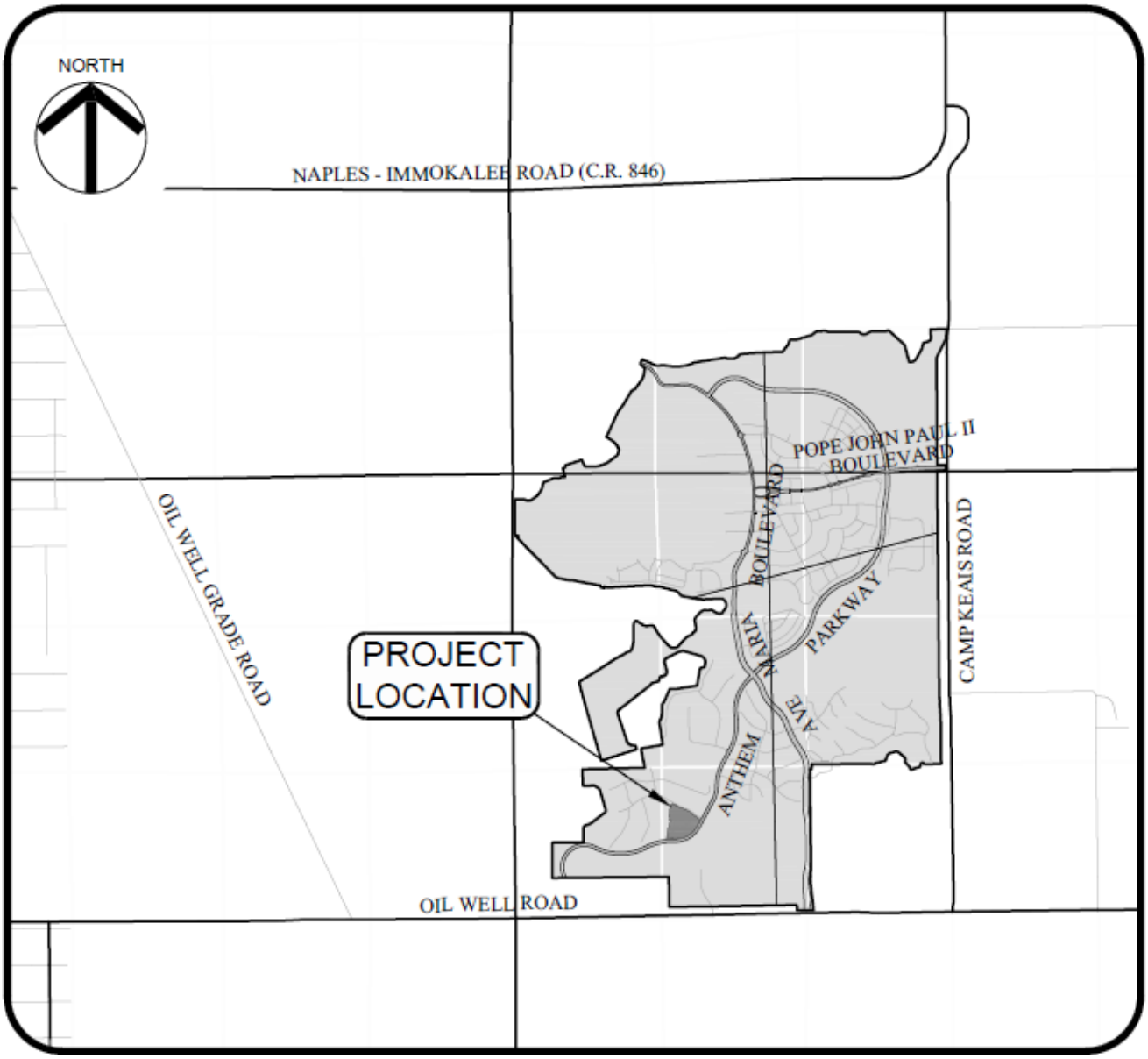
2. The Clerk of Courts to release the maintenance securities.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review

ATTACHMENTS:

1. Location Map
2. Bond Basis
3. Resolution
4. Plat Map

DEL WEBB NAPLES
PARCEL 107-108



LOCATION MAP

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this 1st day of NOV, 2016 between **Pulte Home Corporation**, hereinafter referred to as "Developer", and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

RECITALS:

A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of certain plat of a subdivision to be known as: **Del Webb Naples Parcels 107-108.**

B. Chapters 4 and 10 of the Collier County Land Development Code requires the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer will cause to be constructed: Roadway, drainage, water & sewer improvements Within **12** months from the date of approval of said subdivision plat, said improvements hereinafter referred to as the required improvements.

2. Developer herewith tenders its subdivision performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of **$623,874.51** - which amount represents 10% of the total contract cost to complete the construction plus 100% of the estimated cost to complete the required improvements at the date of this Agreement.

3. In the event of default by the Developer or failure of the Developer to complete such improvements within the time required by the Land Development Code, Collier may call upon the subdivision performance security to insure satisfactory completion of the required improvements.

4. The required improvements shall not be considered complete until such a statement of substantial completion by Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.

5. The County Manager or his designee shall, within sixty (60) days of receipt of the statement of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the County Manager's approval of the improvements. However, in no event shall the County Manager or his designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.

6. The Developer shall maintain all required improvements for a minimum period of one year after preliminary approval by the County Manager or his designee. After the one year maintenance period by the Developer has terminated, the Developer shall petition the County Manager or his designee to inspect the required improvements. The County Manager or his designee shall inspect the improvements and, if found to be still in compliance with the Land Development Code as reflected by final approval by the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.

7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or his designee to reduce the dollar amount of the subdivision performance security on the basis of work complete. Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or his designee. The County Manager or his designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.

8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or his designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt of acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.

9. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and the respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed by their duly authorized representatives this 1ST day of NOV., 2016.

SIGNED IN THE PRESENCE OF	(Name of Entity) **Pulte Home Corporation**
By:	By:
Printed Name: Brendan Sloan	Printed Name/Title: Michael Hueniken, Director of Land Development
By:	(Provide Proper Evidence of Authority)
Printed Name: NIK KASTEN	
ATTEST:	
DWIGHT E. BROCK, CLERK	**BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA**
BY: D.C. Deputy Clerk Attest as to Chairman's signature only. Approved as to form and legality:	By: Donna Fiala DONNA FIALA, CHAIRMAN
Scott A. Stone, Assistant County Attorney	

CERTIFIED RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
PULTE HOME CORPORATION

I, Jan M. Klym, hereby certify that I am a duly elected and acting Assistant Secretary of PULTE HOME CORPORATION, a corporation authorized and existing under the laws of the State of Michigan; that following is a true copy of the resolutions adopted by the Board of Directors of the Corporation at a special meeting duly called and held on June 2, 2010, in accordance with the provisions of the Michigan Business Corporation Act; and that such resolutions have not been rescinded or modified, and do not contravene any provisions of the Articles of Incorporation or Bylaws of said corporation.

RESOLVED, that the Land Development Manager(s) of the South Florida Division shall have the following signing authority:

General Development: Applications, tentative and final subdivision plats and maps, development agreements, land development agreements, amenity contractor agreements and all other documents that are relevant or incident to the development of real property in which the Company or the Partnership has any interest, NOT to include documents relating to real property financing and land banking transactions, including but not limited to, loan agreements, security agreements, promissory notes, deeds of trust, special taxing district financing (other than periodic reports), guarantees and environment indemnities.

IN WITNESS WHEREOF, I have here unto set my hand this 2nd day of June, 2010.

Jan M. Klym, Assistant Secretary

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

On June 2, 2010, before me, Donna Marie Matyanowski, a Notary Public in and for said State, personally appeared Jan M. Klym, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Donna Marie Matyanowski, Notary Public
Oakland County, Michigan
My Commission Expires: 05/25/2013

PULTE HOME CORPORATION

CERTIFICATE OF INCUMBENCY

I, the undersigned officer of PULTE HOME CORPORATION, a corporation duly organized and existing under the laws of the State of Michigan ("the Corporation"), hereby certify that I have access to the records and minutes of the proceedings of the Board of Directors of the Corporation, and that each of the following individuals are duly acting South Florida division employees of the Corporation, each such individual holding the title set forth following such individual's name.

Name	Title
Michael Woolery	Land Development Manager
Michael Hueniken	Land Development Manager

IN WITNESS WHEREOF, I have hereunto signed my name on behalf of the Corporation on June 2, 2010.

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Jan M. Klym, Assistant Secretary

CERTIFIED RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
CENTEX REAL ESTATE CORPORATION

I, Jan M. Klym, hereby certify that I am a duly elected and acting Assistant Secretary of CENTEX REAL ESTATE CORPORATION, a corporation authorized and existing under the laws of the State of Nevada; that following is a true copy of the resolutions adopted by the Board of Directors of the Corporation at a special meeting duly called and held on June 2, 2010, in accordance with the provisions of the Nevada Revised Statutes; and that such resolutions have not been rescinded or modified, and do not contravene any provisions of the Articles of Incorporation or Bylaws of said corporation.

RESOLVED, that the Land Development Manager(s) of the South Florida Division shall have the following signing authority:

General Development: Applications, tentative and final subdivision plats and maps, development agreements, land development agreements, amenity contractor agreements and all other documents that are relevant or incident to the development of real property in which the Company or the Partnership has any interest, NOT to include documents relating to real property financing and land banking transactions, including but not limited to, loan agreements, security agreements, promissory notes, deeds of trust, special taxing district financing (other than periodic reports), guarantees and environment indemnities.

IN WITNESS WHEREOF, I have here unto set my hand this 2nd day of June, 2010.

Jan M. Klym, Assistant Secretary

CENTEX REAL ESTATE CORPORATION CORPORATE SEAL 2007 NEVADA

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

On June 2, 2010, before me, Donna Marie Matyanowski, a Notary Public in and for said State, personally appeared Jan M. Klym, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Donna Marie Matyanowski

Donna Marie Matyanowski, Notary Public
Oakland County, Michigan
My Commission Expires: 05/25/2013

NOTARY PUBLIC

CENTEX REAL ESTATE CORPORATION

CERTIFICATE OF INCUMBENCY

I, the undersigned officer of CENTEX REAL ESTATE CORPORATION, a corporation duly organized and existing under the laws of the State of Nevada ("the Corporation"), hereby certify that I have access to the records and minutes of the proceedings of the Board of Directors of the Corporation, that the Corporation is the sole Managing Partner of CENTEX HOMES, a Nevada general partnership, and that each of the following individuals are duly acting South Florida division employees of the Corporation, each such individual holding the title set forth following such individual's name.

Name	Title
Michael Woolery	Land Development Manager
Michael Hueniken	Land Development Manager

IN WITNESS WHEREOF, I have hereunto signed my name on behalf of the Corporation on June 2, 2010.

CENTEX REAL ESTATE CORPORATION
CORPORATE SEAL 2007
NEVADA

CENTEX REAL ESTATE CORPORATION,
a Nevada corporation

By: _____
Jan M. Klym, Assistant Secretary

PERFORMANCE BOND

BOND NO. SUR0040140

KNOW ALL PERSONS BY THESE PRESENTS: that

Pulte Home Corporation (Name of Owner)

24311 Walden Center Dr., Ste 300 (Address of Owner)

Bonita Springs, FL 34134 (Address of Owner)

(Hereinafter referred to as "Owner") and

Argonaut Insurance Company (Name of Surety)

4600 S. Syracuse Street Suite 400 (Address of Surety)

Denver, Colorado 80237 (Address of Surety)

303-773-7261 (Telephone Number)

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of six hundred twenty three thousand eight hundred seventy four and 51/100 ($623,874.51) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board of a certain subdivision plat named Del Webb - Parcels 107 & 108 and that certain subdivision shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of final acceptance by the Board of County Commissioners of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period").

NOW THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the

Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 14th day of September, 2016.

Principal:	Pulte Home Corporation
By:	Bryce Langen, Assistant Treasurer
Witness: Gregory S. Rives	
Witness: Bernard J. Saunders	

ACKNOWLEDGEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF September, 2016 by Bryce Langen, Assistant Treasurer of Pulte Home Corporation WHO IS PERSONALLY KNOW TO ME.

Notary Public - State of GEORGIA
(SEAL)

Shirley E. Hutchins, Notary Public

SHIRLEY E HUTCHINS
Notary Public
Fulton County
State of Georgia
My Commission Expires Apr 17, 2018

Argonaut Insurance Company

Surety

BY:
Jessica Hollaender, Attorney-in-Fact

Witness:
Ann Brandt

Witness:
Renee Romo

SEE ATTACHED NOTARY

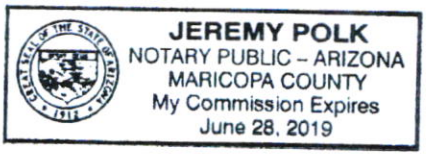
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 9/14/2016 *before me personally appeared* ***Jessica Hollaender*** *whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.*

(Seal)



Notary Signature

Jeremy Polk
My commission Expires June 28th, 2019

AS-0100144

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint

Jessica Hollaender, Jeremy Polk

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of

$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.

Argonaut Insurance Company

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M MEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07-15-2017

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14 day of September 2015.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

Bond No. 59BSBHH5664

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Pulte Home Corporation of 24311 Walden Center Drive, Suite 300, Bonita Springs FL 34134 as Principal, and Hartford Fire Insurance Company a corporation organized and existing under the laws of the State of Connecticut and authorized to transact business in the state of Florida, as Surety, are held and firmly bound unto Ave Maria Utility Company of 5076 Annunciation Circle, Suite 102, Ave Maria, FL 34142 as Obligee, in the penal sum of two hundred fifty five thousand six hundred forty one and 37/100 ($255,641.37) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or have constructed, water and wastewater improvements to the Del Webb Parcels 107-108 (Project No. 010-15).

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly perform said work in accordance with said standards, then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 11h day of July, 2016.

Pulte Home Corporation
Principal

Bryce Langen, Assistant Treasurer

Hartford Fire Insurance Company
Surety

Jessica Hollaender, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 *or fax:* 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 59-300168

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Jessica Hollaender, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 7/11/2016

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

POA 2012

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)
)ss.
COUNTY OF FULTON)

This record was acknowledged before me on July 11, 2016 by Bryce Langen, as Assistant Treasurer of Pulte Home Corporation, who appeared before me and is personally known to me.

WITNESS my hand and official seal.

SHIRLEY E HUTCHINS
Notary Public
Fulton County
State of Georgia
My Commission Expires Apr 17, 2018

Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: April 17, 2018

Collier County
Growth Management Division
Planning & Regulation
Land Development Services

January 3, 2018

Argonaut Insurance Company
4600 S. Syracuse St., Ste. 400
Denver, Colorado 80237

RE: Performance Bond No. SUR0040140 / Pulte Home Corporation
Del Webb at Naples Parcels 107 & 108 - PL20160000906

Dear Sir or Madam,

Please be advised that based on the work completed and inspected to date, the subject Performance Bond may now be reduced by $452,921.30, leaving an available obligation of $170,953.21. The remaining surety represents $114,237.35 as 100% of the uncompleted improvements, plus $56,715.86 as the required 10% maintenance security.

An original Bond Rider should be submitted to this office reducing the value of the security, all other terms and conditions of the original Performance Bond to remain in full force and effect".

If I can be of any further assistance to you in this regard, please let me know.

Sincerely,

John Houldsworth

John R. Houldsworth
Senior Site Plans Reviewer
With authority in these matters

Cc: Waldrop Engineering

Decrease PENALTY RIDER

BOND NO. SUR0040140

To be attached and form a part of Bond No. SUR0040140 dated the 14th day of September, 2016, executed by Argonaut Insurance Company as surety, on behalf of Pulte Home Company, LLC as current principal of record, and in favor of Collier County, Florida, as Obligee, and in the amount of Six Hundred Twenty Three Thousand Eight Hundred Seventy Four Dollars and 51/100 ($623,874.51).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Argonaut Insurance Company hereby consents that effective from the 3rd day of January, 2018, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Decreased:

FROM: Six Hundred Twenty Three Thousand Eight Hundred Seventy Four Dollars and 51/100 ($623,874.51)

TO: One Hundred Seventy Thousand Nine Hundred Fifty Three Dollars and 21/100 ($170,953.21)

The Decrease of said bond penalty shall be effective as of the 3rd day of January, 2018, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 12th day of January, 2018.

Argonaut Insurance Company
SURETY

BY: _____

Jeremy Polk, ATTORNEY-IN-FACT

AS-0126375

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEEKS
Notary Public, State of Texas
Comm. Expires 07-15-2021
Notary ID 557802-8

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of January, 2018.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

_____

James Bluzard , Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Performance

Bond No.: SUR0040140

Dated effective: 9/14/2016
(MONTH, DAY, YEAR)

executed by: Pulte Home Corporation, **as Principal,**
(PRINCIPAL)

and by: Argonaut Insurance Company, **as Surety,**
(SURETY)

and in favor of: Collier County, Florida.
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Principal Name	Pulte Home Corporation	Pulte Home Company, LLC

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 1/1/2017
(MONTH, DAY, YEAR)

Signed and Sealed 1/12/2018
(MONTH, DAY, YEAR)

Argonaut Insurance Company
SURETY

BY: _____
Jeremy Polk, ATTORNEY-IN-FACT

AS-0126374

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEEKS
Notary Public, State of Texas
Comm. Expires 07-15-2021
Notary ID 557802-8

_____
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of January, 2018.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

_____
James Bluzard , Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

RESOLUTION NO. 25-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AUTHORIZING FINAL ACCEPTANCE OF CERTAIN ROADWAY AND DRAINAGE IMPROVEMENTS AND PLAT DEDICATIONS IN DEL WEBB NAPLES PARCELS 107-108, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 63 THROUGH 66, AND RELEASE OF THE MAINTENANCE SECURITY.

WHEREAS, the Board of County Commissioners of Collier County, Florida, on September 13, 2016, approved the plat of Del Webb Naples Parcels 107-108 2 for recording; and

WHEREAS, the Developer has constructed and maintained the roadway and drainage improvements in accordance with the approved plans and specifications as required by the Land Development Code (Collier County Ordinance No. 04-41, as amended); and

WHEREAS, the Developer is requesting final acceptance of the roadway and drainage improvements and release of the maintenance security; and

WHEREAS, the Development Review Division has inspected the roadway and drainage improvements, and is recommending acceptance of said facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that final acceptance is hereby granted for those roadway and drainage improvements and plat dedications in Del Webb Naples Parcels 107-108, pursuant to the plat thereof recorded in Plat Book 61, pages 63 through 66, and the Clerk is hereby authorized to release the maintenance security.

BE IT FURTHER RESOLVED AND ORDERED that the roadway and drainage improvements within Del Webb Naples Parcels 107-108 will be maintained privately in the future and will not be the responsibility of Collier County.

This Resolution adopted after motion, second and majority vote favoring same, this ___ day of _____ 2025.

DATE:
ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

DDP 12/2/24

[24-EIS-05093/1899901/1]

CAO

Del Webb Naples Parcels 107-108

PLAT BOOK 61, PAGE 63

SHEET 1 OF 4

A REPLAT OF A PORTION OF TRACTS "GC-8", "GC-9", "M", "N", "107" AND "108", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE) TOGETHER WITH ALL OF TRACT "J" AND A PORTION OF TRACTS "H", "I" AND "R", AVE MARIA UNIT 11, DEL WEBB NAPLES PARCELS 106 & 112, RECORDED IN PLAT BOOK 52, PAGES 67 THROUGH 74 (INCLUSIVE), LYING WITHIN SECTION 17, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS THAT PULTE HOME CORPORATION, A MICHIGAN CORPORATION AND DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC., F/K/A DEL WEBB AT AVE MARIA COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, THE OWNERS OF THE LANDS DESCRIBED HEREON, HAVE CAUSED THIS PLAT ENTITLED "DEL WEBB NAPLES PARCELS 107-108" TO BE MADE AND DO HEREBY:

A. DEDICATE TO DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC.:

1. ALL OF TRACT "R" FOR PRIVATE ROAD RIGHT-OF-WAY (R.O.W.), SUBJECT TO EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL LANDSCAPE EASEMENTS (L.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

4. AN IRRIGATION EASEMENT (I.E.) OVER TRACT "R", FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF IRRIGATION FACILITIES WITH RESPONSIBILITY FOR MAINTENANCE.

5. TRACTS "OS1", "OS2", "OS3", "OS4", "OS5", "OS6" AND "OS7" AS COMMON AREA, SUBJECT TO THE EASEMENTS SHOWN HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO AVE MARIA UTILITY COMPANY, L.L.L.P.:

1. ALL AVE MARIA UTILITY EASEMENTS (A.M.U.E.) FOR THE PURPOSES OF UTILITY INSTALLATION, CONSTRUCTION, OPERATION AND MAINTENANCE, INCLUDING THE RIGHT OF ACCESS TO PERFORM ANY SUCH PURPOSE, WITH NO RESPONSIBILITY OF MAINTENANCE OF THE SURFACE EASEMENT AREA.

2. ALL POTABLE WATER DISTRIBUTION LINES CONSTRUCTED AND INSTALLED WITHIN THE PROPERTIES DEPICTED ON THIS PLAT, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT ORDINANCE OR REGULATION, WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL SEWER AND EFFLUENT FACILITIES CONSTRUCTED WITHIN THE PROPERTIES DEPICTED ON THIS PLAT, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT ORDINANCE OR REGULATION, WITH RESPONSIBILITY FOR MAINTENANCE.

C. DEDICATE PUBLIC UTILITY EASEMENTS (P.U.E.) TO ALL LICENSED OR FRANCHISED PRIVATE OR PUBLIC UTILITIES WITH WHOM OWNER (OR ITS SUCCESSORS AND ASSIGNS) CONTRACTS FOR SAID UTILITIES:

ALL PLATTED PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

D. DEDICATE TO COLLIER COUNTY:

1. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

3. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

E. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE IMMOKALEE FIRE CONTROL DISTRICT:

A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER TRACT "R" FOR THE PURPOSE OF PERMITTING EMERGENCY AND OTHER SERVICE VEHICLES ACCESS, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

F. RESERVE TO PULTE HOME CORPORATION, AND FOR THE BENEFIT OF ITS DESIGNEES, SUCCESSORS AND ASSIGNS:

PERPETUAL, NON EXCLUSIVE TECHNOLOGY UTILITY EASEMENTS (T.U.E.) AS SHOWN HEREIN FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND REPLACING UTILITY SYSTEMS, INCLUDING, WITHOUT LIMITATION, GAS, TELEPHONE, TELECOMMUNICATIONS, CABLE TELEVISION, SECURITY AND SIMILAR SYSTEMS, WITH RESPONSIBILITY FOR MAINTENANCE. SUCH EASEMENTS BEING RESERVED TO PULTE HOME CORPORATION MAY BE GRANTED OR CONVEYED TO THIRD PARTIES AND MAY, BUT NOT NECESSARILY, BE PERPETUAL AND IRREVOCABLE, AT WHICH POINT SUCH TECHNOLOGY UTILITY EASEMENTS OR INTERESTS SHALL BE MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT GRANTING OR CONVEYING SUCH EASEMENTS OR INTERESTS. ALL RIGHTS AND INTERESTS RESERVED OR LATER GRANTED PURSUANT TO THE TECHNOLOGY UTILITY EASEMENTS HEREIN SHALL BE INFERIOR AND SUBORDINATE TO ANY RIGHT OR INTEREST PURSUANT TO THE EASEMENTS DEDICATED ABOVE. ANY USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT MUST NOT INTERFERE WITH ANY USE PURSUANT TO THE EASEMENTS DEDICATED ABOVE. IF THERE IS A CONFLICT BETWEEN ANY EXISTING OR PROPOSED USE PURSUANT TO THE EASEMENTS DEDICATED ABOVE, AND ANY EXISTING OR PROPOSED USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT, THEN ANY FACILITIES, EQUIPMENT OR USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT WILL BE MOVED, CHANGED, OR TERMINATED AT THE EXPENSE OF THE HOLDER OF THE TECHNOLOGY UTILITY EASEMENT IN ORDER TO REMOVE ANY SUCH CONFLICT. EXCEPT AS PERMITTED BY PULTE HOME CORPORATION ITS SUCCESSORS OR ASSIGNS, IN AN INSTRUMENT GRANTING OR CONVEYING A TECHNOLOGY UTILITY EASEMENT, ALL FACILITIES CONSTRUCTED OR INSTALLED BY ANY OF THE GRANTEES OF THE TECHNOLOGY UTILITY EASEMENTS DESCRIBED ABOVE SHALL BE UNDERGROUND.

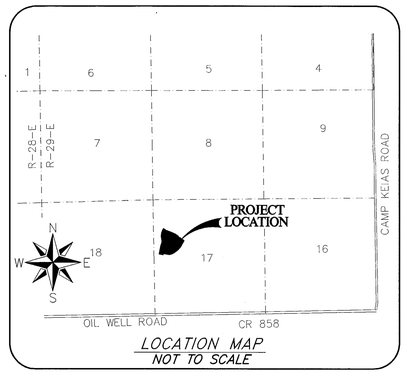
E. DEDICATE TO THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

1. TRACTS "L2A" AND "L2B" AS LAKE, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

4. A RIGHT OF ACCESS OVER THOSE AREAS INDICATED ON THE PLAT AS DRAINAGE EASEMENTS (D.E.) AS DEPICTED, FOR THE PURPOSE OF ACCESS TO THE SAME FOR CONSTRUCTION, INSTALLATION AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.



LOCATION MAP
NOT TO SCALE

SEE PAGE 2 OF 2 FOR DESCRIPTION OF LANDS PLATTED
SEE PAGE 2 OF 2 FOR SURVEY NOTES

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS 26 DAY OF October, 2016, A.D.

WITNESSES:
SIGNATURE
Patrick Butler
PRINT NAME
SIGNATURE
STEVEN GUST
PRINT NAME

PULTE HOME CORPORATION, A MICHIGAN CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

BY: _____
MICHAEL HUENIKEN, LAND DEVELOPMENT MANAGER

WITNESSES:
SIGNATURE
Cristobal Reyes
PRINT NAME
SIGNATURE
Deanna Fortier
PRINT NAME

DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC.

BY: _____
SCOTT BROOKS, ITS PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF October, 2016, BY MICHAEL HUENIKEN, LAND DEVELOPMENT MANAGER OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, ON BEHALF OF THE CORPORATION. HE [X] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

(AFFIX SEAL)

Jaclyn Mitchell
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
Jaclyn Mitchell
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

JACLYN MICHELLE MITCHELL
Notary Public - State of Florida
Commission #FF 988491
My Commission Expires
May 3, 2020

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF October, 2016 BY SCOTT BROOKS, PRESIDENT OF DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC., WHO IS [X] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

(AFFIX SEAL)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
Renée d'Arcy
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

Renee d'Arcy
MY COMMISSION # FF227079
EXPIRES: May 05, 2019

NOTE:

REFERENCE D.R.I. FOR TOWN OF AVE MARIA AR-6293 RES. #2005-235.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS 2ND DAY OF NOVEMBER, 2016, A.D.

_____
JACK MCKENNA, P.E.
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY LAND SURVEYOR THIS 2ND DAY OF NOVEMBER, 2016, A.D.

Marcus L Berman
MARCUS L. BERMAN, P.S.M. NO. 5086
COUNTY LAND SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 4TH DAY OF NOVEMBER, 2016, A.D.

_____
SCOTT A. STONE
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS 13TH DAY OF SEPTEMBER, 2016, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

ATTEST: DWIGHT E. BROCK
Attest as to Chairman's signature only.

_____
DONNA FIALA, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA.

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FUTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 3:07 (A.M. OR P.M.) THIS 21st DAY OF November, 2016 A.D., AND DULY RECORDED IN PLAT BOOK 61, PAGE(S) 63 THROUGH 66, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

_____
DWIGHT E. BROCK
CLERK OF THE CIRCUIT COURT IN
AND FOR COLLIER COUNTY, FLORIDA.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES.
IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

RHODES & RHODES LAND SURVEYING, INC.

_____ 10/21/16
JOHN SCOTT RHODES, P.S.M. NO. 5739 DATED

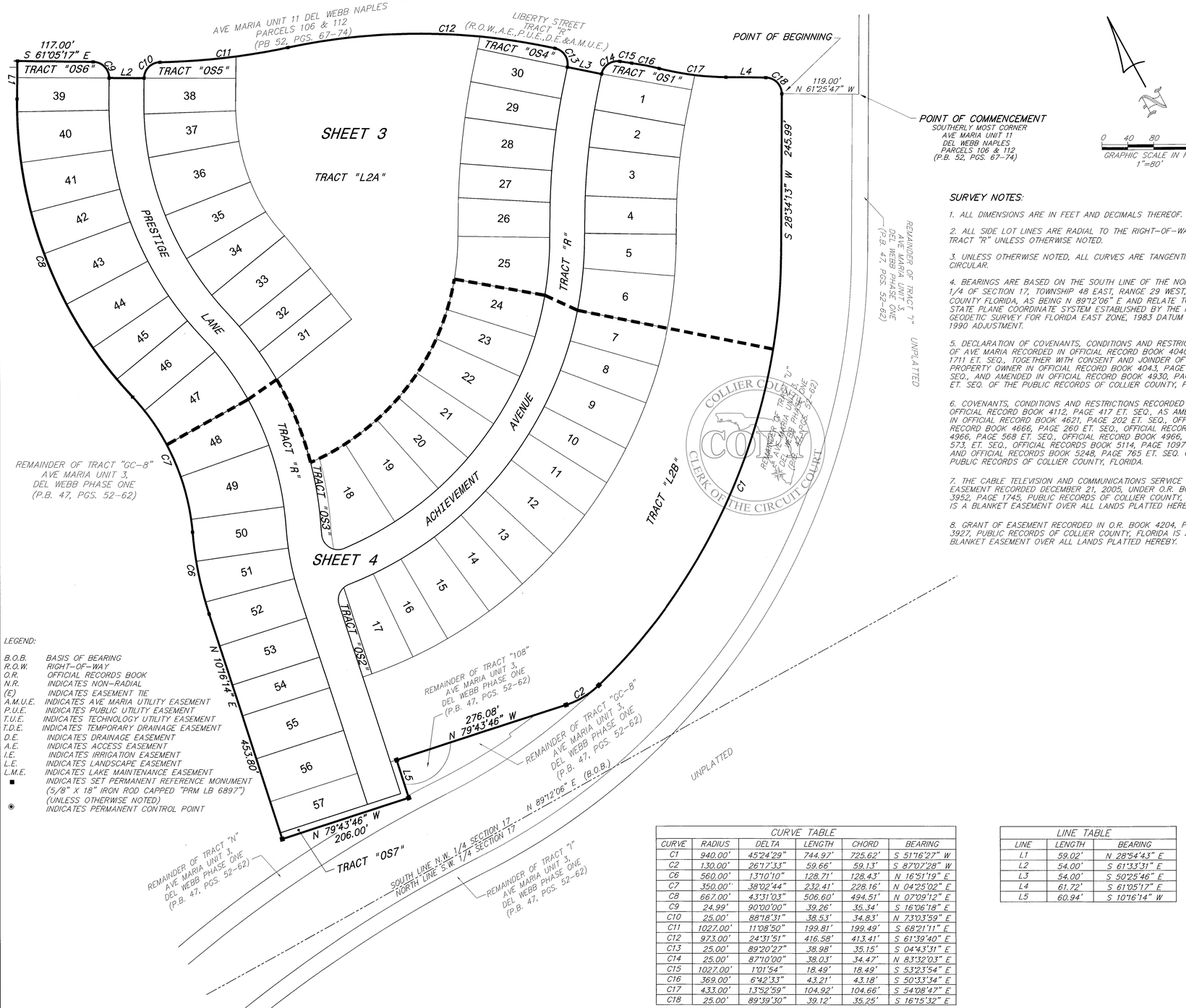
THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES, P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

COPY
CLERK OF THE CIRCUIT COURT
COLLIER COUNTY

Del Webb Naples Parcels 107-108

PLAT BOOK 61, PAGE 64

A REPLAT OF A PORTION OF TRACTS "GC–8", "GC–9", "M", "N", "107" AND "108", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE) TOGETHER WITH ALL OF TRACT "J" AND A PORTION OF TRACTS "H", "I" AND "R", AVE MARIA UNIT 11, DEL WEBB NAPLES PARCELS 106 & 112, RECORDED IN PLAT BOOK 52, PAGES 67 THROUGH 74 (INCLUSIVE), LYING WITHIN SECTION 17, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA



LEGEND:

B.O.B.	BASIS OF BEARING
R.O.W.	RIGHT–OF–WAY
O.R.	OFFICIAL RECORDS BOOK
N.R.	INDICATES NON–RADIAL
(E)	INDICATES EASEMENT TIE
A.M.U.E.	INDICATES AVE MARIA UTILITY EASEMENT
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT
T.U.E.	INDICATES TECHNOLOGY UTILITY EASEMENT
T.D.E.	INDICATES TEMPORARY DRAINAGE EASEMENT
D.E.	INDICATES DRAINAGE EASEMENT
A.E.	INDICATES ACCESS EASEMENT
I.E.	INDICATES IRRIGATION EASEMENT
L.E.	INDICATES LANDSCAPE EASEMENT
L.M.E.	INDICATES LAKE MAINTENANCE EASEMENT
■	INDICATES SET PERMANENT REFERENCE MONUMENT (5/8" X 18" IRON ROD CAPPED "PRM LB 6897") (UNLESS OTHERWISE NOTED)
◉	INDICATES PERMANENT CONTROL POINT

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	940.00'	45°24'29"	744.97'	725.62'	S 51°16'27" W
C2	130.00'	26°17'33"	59.66'	59.13'	S 87°07'28" W
C6	560.00'	13°10'10"	128.71'	128.43'	N 16°51'19" E
C7	350.00''	38°02'44"	232.41'	228.16'	N 04°25'02" E
C8	667.00'	43°31'03"	506.60'	494.51'	N 07°09'12" E
C9	24.99'	90°00'00"	39.26'	35.34'	S 16°06'18" E
C10	25.00'	88°18'31"	38.53'	34.83'	N 73°03'59" E
C11	1027.00'	11°08'50"	199.81'	199.49'	S 68°21'11" E
C12	973.00'	24°31'51"	416.58'	413.41'	S 61°39'40" E
C13	25.00'	89°20'27"	38.98'	35.15'	S 04°43'31" E
C14	25.00'	87°10'00"	38.03'	34.47'	N 83°32'03" E
C15	1027.00'	1°01'54"	18.49'	18.49'	S 53°23'54" E
C16	369.00'	6°42'33"	43.21'	43.18'	S 50°33'34" E
C17	433.00'	13°52'59"	104.92'	104.66'	S 54°08'47" E
C18	25.00'	89°39'30"	39.12'	35.25'	S 16°15'32" E

LINE TABLE		
LINE	LENGTH	BEARING
L1	59.02'	N 28°54'43" E
L2	54.00'	S 61°33'31" E
L3	54.00'	S 50°25'46" E
L4	61.72'	S 61°05'17" E
L5	60.94'	S 10°16'14" W

SURVEY NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL SIDE LOT LINES ARE RADIAL TO THE RIGHT–OF–WAY OF TRACT "R" UNLESS OTHERWISE NOTED.
3. UNLESS OTHERWISE NOTED, ALL CURVES ARE TANGENTIAL AND CIRCULAR.
4. BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 48 EAST, RANGE 29 WEST, COLLIER COUNTY FLORIDA, AS BEING N 89°12'06" E AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
5. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AVE MARIA RECORDED IN OFFICIAL RECORD BOOK 4040 PAGE 1711 ET. SEQ., TOGETHER WITH CONSENT AND JOINDER OF PROPERTY OWNER IN OFFICIAL RECORD BOOK 4043, PAGE 2731 ET. SEQ., AND AMENDED IN OFFICIAL RECORD BOOK 4930, PAGE 262 ET. SEQ. OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
6. COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 4112, PAGE 417 ET. SEQ., AS AMENDED IN IN OFFICIAL RECORD BOOK 4621, PAGE 202 ET. SEQ., OFFICIAL RECORD BOOK 4666, PAGE 260 ET. SEQ., OFFICIAL RECORDS BOOK 4966, PAGE 568 ET. SEQ., OFFICIAL RECORD BOOK 4966, PAGE 573, ET. SEQ., OFFICIAL RECORDS BOOK 5114, PAGE 1097 ET. SEQ. AND OFFICIAL RECORDS BOOK 5248, PAGE 765 ET. SEQ. OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
7. THE CABLE TELEVISION AND COMMUNICATIONS SERVICE EASEMENT RECORDED DECEMBER 21, 2005, UNDER O.R. BOOK 3952, PAGE 1745, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA IS A BLANKET EASEMENT OVER ALL LANDS PLATTED HEREBY.
8. GRANT OF EASEMENT RECORDED IN O.R. BOOK 4204, PAGE 3927, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA IS A BLANKET EASEMENT OVER ALL LANDS PLATTED HEREBY.

LEGAL DESCRIPTION

BEING A PORTION OF TRACTS "GC–8", "GC–9", "M", "N", "107" AND "108", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE) TOGETHER WITH ALL OF TRACT "J" AND A PORTION OF TRACTS "H", "I" AND "R", AVE MARIA UNIT 11, DEL WEBB NAPLES PARCELS 106 & 112, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 52, PAGES 67 THROUGH 74 (INCLUSIVE), LYING WITHIN SECTION 17, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST CORNER OF AVE MARIA UNIT 11, DEL WEBB NAPLES PARCELS 106 & 112, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 52, PAGES 67 THROUGH 74 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE NORTH 61°25'47" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT, A DISTANCE OF 119.00 FEET TO A POINT ON THE BOUNDARY OF TRACT "N", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, THE SAME BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT "N": COURSE NO. 1: SOUTH 28°34'13" WEST, 245.99 FEET TO A POINT OF CURVATURE; COURSE NO. 2: SOUTHWESTERLY, 744.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 45°24'29" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 51°16'27" WEST, 725.62 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, 59.66 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 26°17'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 87°07'28" WEST, 59.13 FEET; THENCE NORTH 79°43'46" WEST, A DISTANCE OF 276.08 FEET; THENCE SOUTH 10°16'14" WEST, A DISTANCE OF 60.94 FEET; THENCE NORTH 79°43'46" WEST, A DISTANCE OF 206.00 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY OF TRACT "108", SAID AVE MARIA UNIT 3, DEL WEBB PHASE ONE PLAT; THENCE NORTH 10°16'14" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT "108" AND IT'S SOUTHERLY PROLONGATION, A DISTANCE OF 365.00 FEET TO A POINT OF CURVATURE; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID TRACT "108": COURSE NO. 1: NORTHERLY, 128.71 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 13°10'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 16°51'19" EAST, 128.43 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 2: NORTHERLY, 232.41 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 38°02'44" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 04°25'02" EAST, 228.16 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 3: NORTHERLY, 506.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 667.00 FEET, THROUGH A CENTRAL ANGLE OF 43°31'03" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 07°09'12" EAST, 494.51 FEET; THENCE NORTH 28°54'43" EAST, CONTINUING ALONG THE BOUNDARY OF SAID TRACT "108" AND IT'S NORTHERLY PROLONGATION, A DISTANCE OF 59.02 FEET TO A POINT ON THE BOUNDARY OF TRACT "H", AVE MARIA UNIT 11, DEL WEBB NAPLES PARCELS 106 & 112, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 52, PAGES 67 THROUGH 74 (INCLUSIVE); THENCE SOUTH 61°05'17" EAST, ALONG THE BOUNDARY OF SAID TRACT "H" AND IT'S SOUTHEASTERLY PROLONGATION, A DISTANCE OF 117.00 FEET TO A POINT ON A NON–TANGENTIAL CURVE; THENCE SOUTHERLY, 39.26 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 24.99 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°06'18" EAST, 35.34 FEET; THENCE SOUTH 61°33'31" EAST, A DISTANCE OF 54.00 FEET TO A POINT ON A NON–TANGENTIAL CURVE; THENCE EASTERLY, 38.53 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°18'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 73°03'59" EAST, 34.83 FEET TO A POINT OF REVERSE CURVATURE, THE SAME BEING A POINT ON THE BOUNDARY OF TRACT "I" OF LAST SAID PLAT; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID TRACT "I": COURSE NO. 1: EASTERLY, 199.81 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,027.00 FEET, THROUGH A CENTRAL ANGLE OF 11°08'50" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 68°21'11" EAST, 199.49 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 2: SOUTHEASTERLY, 416.58 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 973.00 FEET, THROUGH A CENTRAL ANGLE OF 24°31'51" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 61°39'40" EAST, 413.41 FEET TO A POINT OF COMPOUND CURVATURE; COURSE NO. 3: SOUTHERLY, 38.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89°20'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 04°43'31" EAST, 35.15 FEET; THENCE SOUTH 50°25'46" EAST, A DISTANCE OF 54.00 FEET TO A POINT ON A NON–TANGENTIAL CURVE, THE SAME BEING A POINT ON THE BOUNDARY OF TRACT "J" OF LAST SAID PLAT; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF SAID TRACT "J": COURSE NO. 1: EASTERLY, 38.03 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°10'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 83°32'03" EAST, 34.47 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 2: SOUTHEASTERLY, 18.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,027.00 FEET, THROUGH A CENTRAL ANGLE OF 01°01'54" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 53°23'54" EAST, 18.49 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 3: SOUTHEASTERLY, 43.21 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 369.00 FEET, THROUGH A CENTRAL ANGLE OF 06°42'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 50°33'34" EAST, 43.18 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 4: SOUTHEASTERLY, 104.92 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 433.00 FEET, THROUGH A CENTRAL ANGLE OF 13°52'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 54°08'47" EAST, 104.66 FEET; COURSE NO. 5: SOUTH 61°05'17" EAST, 61.72 FEET TO A POINT OF CURVATURE; COURSE NO. 6: SOUTHERLY, 39.12 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89°39'30" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°15'32" EAST, 35.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,012,449 SQUARE FEET OR 23.243 ACRES, MORE OR LESS.

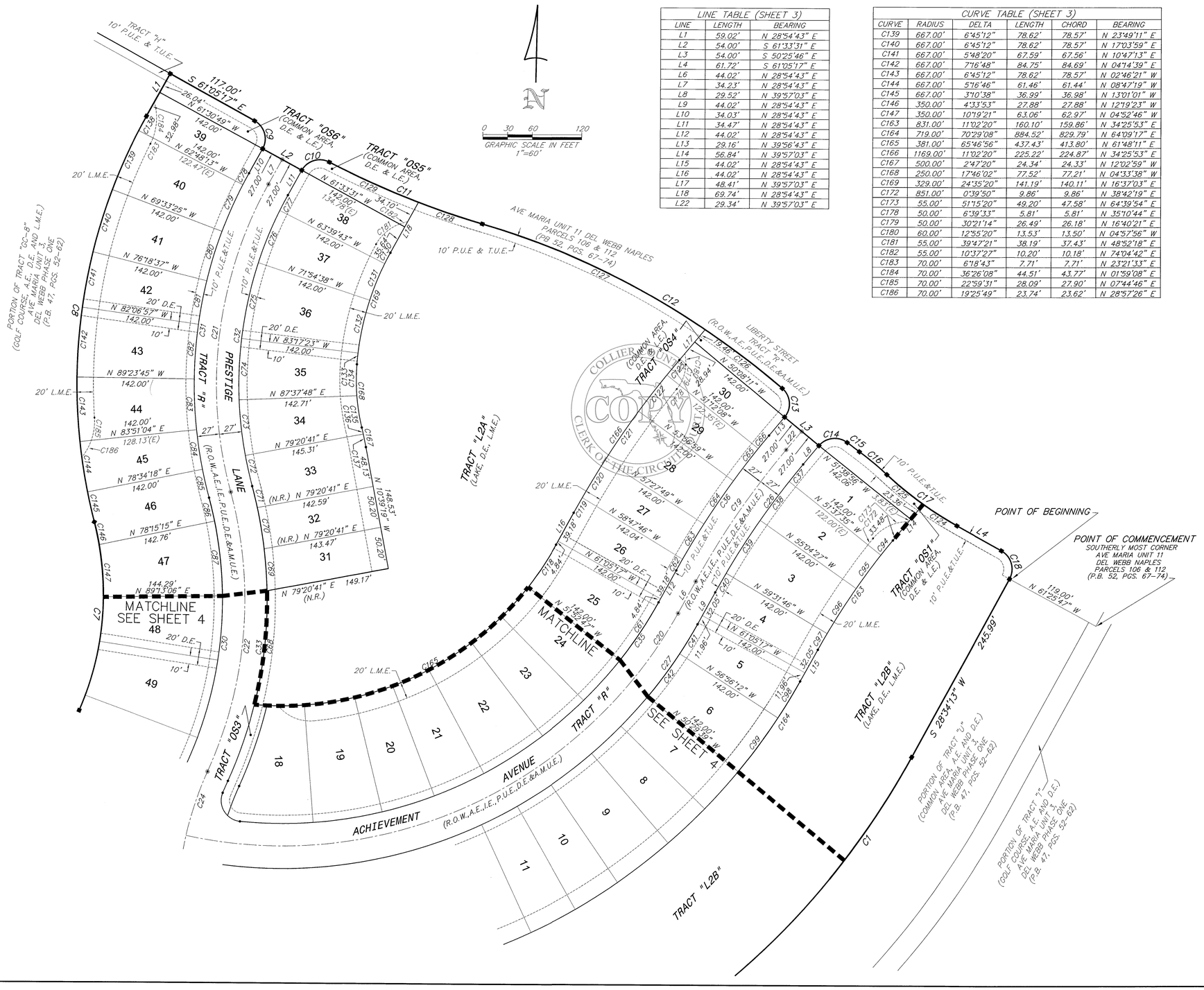
THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405–8166 FAX NO. (239) 405–8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Del Webb Naples Parcels 107-108

PLAT BOOK 61, PAGE 65

SHEET 3 OF 4

A REPLAT OF A PORTION OF TRACTS "GC-8", "GC-9", "M", "N", "107" AND "108", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE) TOGETHER WITH ALL OF TRACT "J" AND A PORTION OF TRACTS "H", "I" AND "R", AVE MARIA UNIT 11, DEL WEBB NAPLES PARCELS 106 & 112, RECORDED IN PLAT BOOK 52, PAGES 67 THROUGH 74 (INCLUSIVE), LYING WITHIN SECTION 17, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 3)		
LINE	LENGTH	BEARING
L1	59.02'	N 28°54'43" E
L2	54.00'	S 61°33'31" E
L3	54.00'	S 50°25'46" E
L4	61.72'	S 61°05'17" E
L6	44.02'	N 28°54'43" E
L7	34.23'	N 28°54'43" E
L8	29.52'	N 39°57'03" E
L9	44.02'	N 28°54'43" E
L10	34.03'	N 28°54'43" E
L11	34.47'	N 28°54'43" E
L12	44.02'	N 28°54'43" E
L13	29.16'	N 39°56'43" E
L14	56.84'	N 39°57'03" E
L15	44.02'	N 28°54'43" E
L16	44.02'	N 28°54'43" E
L17	48.41'	N 39°57'03" E
L18	69.74'	N 28°54'43" E
L22	29.34'	N 39°57'03" E

CURVE TABLE (SHEET 3)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C139	667.00'	6°45'12"	78.62'	78.57'	N 23°49'11" E
C140	667.00'	6°45'12"	78.62'	78.57'	N 17°03'59" E
C141	667.00'	5°48'20"	67.59'	67.56'	N 10°47'13" E
C142	667.00'	7°16'48"	84.75'	84.69'	N 04°14'39" E
C143	667.00'	6°45'12"	78.62'	78.57'	N 02°46'21" W
C144	667.00'	5°16'46"	61.46'	61.44'	N 08°47'19" W
C145	667.00'	3°10'38"	36.99'	36.98'	N 13°01'01" W
C146	350.00'	4°33'53"	27.88'	27.88'	N 12°19'23" W
C147	350.00'	10°19'21"	63.06'	62.97'	N 04°52'46" W
C163	831.00'	11°02'20"	160.10'	159.86'	N 34°25'53" E
C164	719.00'	70°29'08"	884.52'	829.79'	N 64°09'17" E
C165	381.00'	65°46'56"	437.43'	413.80'	N 61°48'11" E
C166	1169.00'	11°02'20"	225.22'	224.87'	N 34°25'53" E
C167	500.00'	2°47'20"	24.34'	24.33'	N 12°02'59" W
C168	250.00'	17°46'02"	77.52'	77.21'	N 04°33'38" W
C169	329.00'	24°35'20"	141.19'	140.11'	N 16°37'03" E
C172	851.00'	0°39'50"	9.86'	9.86'	N 38°42'19" E
C173	55.00'	51°15'20"	49.20'	47.58'	N 64°39'54" E
C178	50.00'	6°39'33"	5.81'	5.81'	N 35°10'44" E
C179	50.00'	30°21'14"	26.49'	26.18'	N 16°40'21" E
C180	60.00'	12°55'20"	13.53'	13.50'	N 04°57'56" W
C181	55.00'	39°47'21"	38.19'	37.43'	N 48°52'18" E
C182	55.00'	10°37'27"	10.20'	10.18'	N 74°04'42" E
C183	70.00'	6°18'43"	7.71'	7.71'	N 23°21'33" E
C184	70.00'	36°26'08"	44.51'	43.77'	N 01°59'08" E
C185	70.00'	22°59'31"	28.09'	27.90'	N 07°44'46" E
C186	70.00'	19°25'49"	23.74'	23.62'	N 28°57'26" E

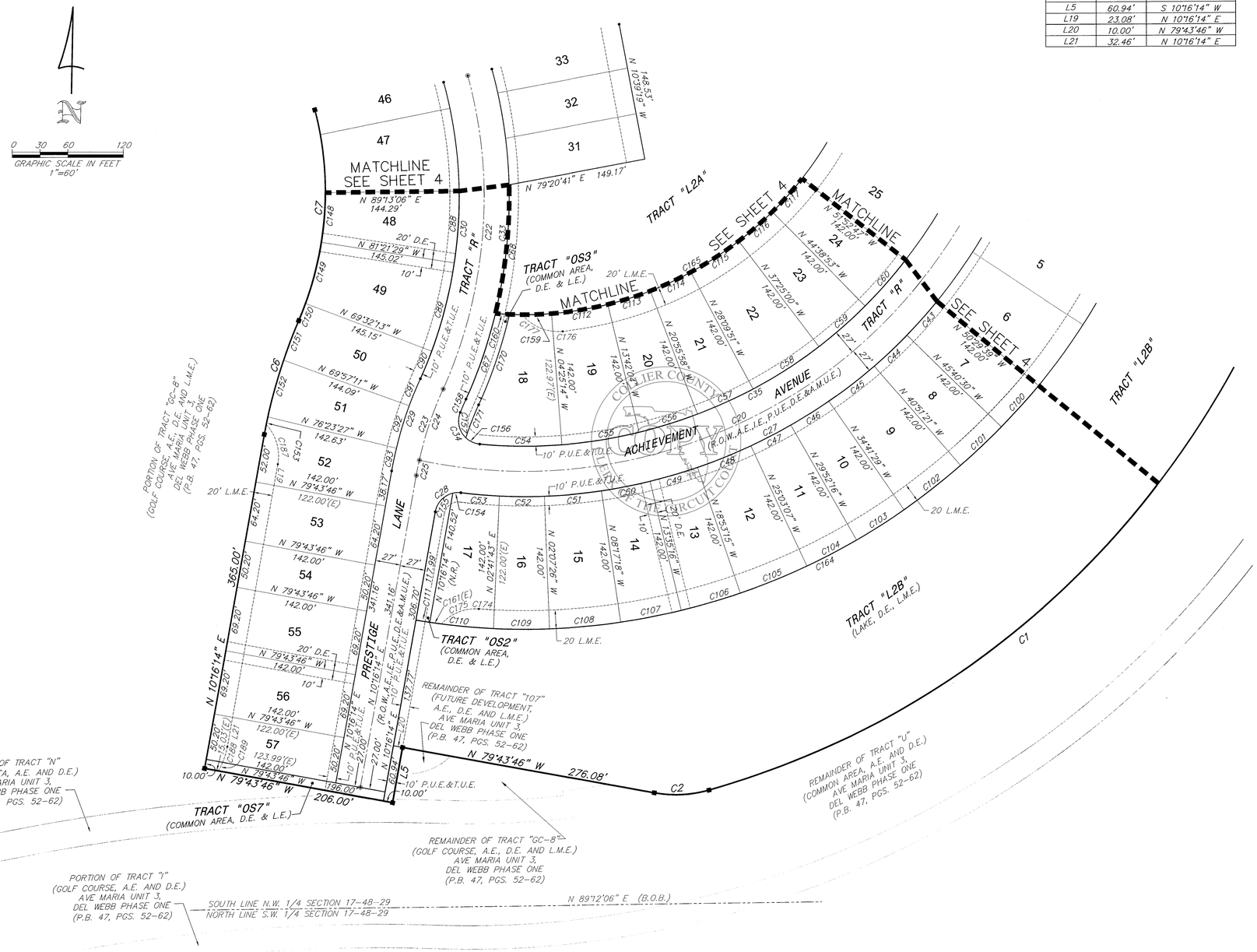
CURVE TABLE (SHEET 3)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	940.00'	45°24'29"	744.97'	725.62'	S 51°16'27" W
C7	350.00'	38°02'44"	232.41'	228.16'	N 04°25'02" E
C8	667.00'	43°31'03"	506.60'	494.51'	N 07°09'12" E
C9	24.99'	90°00'00"	39.26'	35.34'	S 16°06'18" E
C10	25.00'	88°18'31"	38.53'	34.83'	N 73°03'59" E
C11	1027.00'	11°08'50"	199.81'	199.49'	S 68°21'11" E
C12	973.00'	24°31'51"	416.58'	413.41'	S 61°39'40" E
C13	25.00'	89°20'27"	38.98'	35.15'	S 04°43'31" E
C14	25.00'	87°10'00"	38.03'	34.47'	N 83°32'03" E
C15	1027.00'	1°01'54"	18.49'	18.49'	S 53°23'54" E
C16	369.00'	6°42'33"	43.21'	43.18'	S 50°33'34" E
C17	433.00'	13°52'59"	104.92'	104.66'	S 54°08'47" E
C19	1000.00'	11°02'20"	192.66'	192.36'	N 34°25'53" E
C20	550.00'	72°59'38"	700.69'	654.26'	N 65°24'32" E
C21	498.00'	44°10'15"	383.92'	374.49'	N 06°49'36" E
C22	500.00'	39°36'12"	345.60'	338.77'	N 04°32'34" E
C24	400.00'	11°40'57"	81.56'	81.42'	N 18°30'11" E
C26	973.00'	11°02'20"	187.46'	187.17'	N 34°25'53" E
C27	577.00'	67°56'04"	684.14'	644.76'	N 62°52'45" E
C30	473.00'	39°36'12"	326.94'	320.47'	N 04°32'34" E
C31	525.00'	44°10'15"	404.74'	394.79'	N 06°49'36" E
C32	471.00'	44°10'15"	363.11'	354.18'	N 06°49'36" E
C33	527.00'	39°36'12"	364.27'	357.06'	N 04°32'34" E
C35	523.00'	66°23'22"	606.01'	572.67'	N 62°06'24" E
C36	1027.00'	11°02'20"	197.86'	197.56'	N 34°25'53" E
C37	973.00'	1°34'38"	26.79'	26.78'	N 39°09'44" E
C38	973.00'	3°26'52"	58.55'	58.54'	N 36°38'59" E
C39	973.00'	4°27'19"	75.66'	75.64'	N 32°41'53" E
C40	973.00'	1°33'31"	26.47'	26.47'	N 29°41'28" E
C41	577.00'	4°09'05"	41.81'	41.80'	N 30°59'16" E
C42	577.00'	6°26'33"	64.88'	64.84'	N 36°17'04" E
C61	523.00'	9°12'30"	84.05'	83.96'	N 33°30'58" E
C62	1027.00'	0°50'58"	15.23'	15.23'	N 29°20'12" E
C63	1027.00'	2°46'30"	49.74'	49.73'	N 31°08'56" E
C64	1027.00'	3°30'50"	62.98'	62.97'	N 34°17'36" E
C65	1027.00'	2°44'51"	49.25'	49.24'	N 37°25'26" E
C66	1027.00'	1°09'11"	20.67'	20.67'	N 39°22'27" E
C68	527.00'	15°08'08"	139.21'	138.81'	N 06°08'21" E
C69	527.00'	5°29'42"	50.54'	50.52'	N 04°10'34" W
C70	527.00'	5°27'38"	50.23'	50.21'	N 09°39'14" W
C71	527.00'	2°52'29"	26.44'	26.44'	N 13°49'18" W
C72	471.00'	4°36'13"	37.84'	37.83'	N 12°57'26" W
C73	471.00'	8°17'08"	68.11'	68.05'	N 06°30'45" W
C74	471.00'	9°04'48"	74.64'	74.56'	N 02°10'13" E
C75	471.00'	11°22'46"	93.54'	93.39'	N 12°23'59" E
C76	471.00'	8°14'55"	67.81'	67.75'	N 22°12'50" E
C77	471.00'	2°34'26"	21.16'	21.16'	N 27°37'30" E
C78	524.91'	1°42'57"	15.72'	15.72'	N 28°03'15" E
C79	525.00'	6°45'12"	61.88'	61.84'	N 23°49'11" E
C80	525.00'	6°45'12"	61.88'	61.84'	N 17°03'59" E
C81	525.00'	5°48'20"	53.20'	53.17'	N 10°47'13" E
C82	525.00'	7°16'48"	66.71'	66.66'	N 04°14'39" E
C83	525.00'	6°45'12"	61.88'	61.84'	N 02°46'21" W
C84	525.00'	5°16'46"	48.37'	48.36'	N 08°47'19" W
C85	525.00'	3°49'50"	35.10'	35.09'	N 13°20'37" W
C86	473.00'	3°30'47"	29.00'	29.00'	N 13°30'09" W
C87	473.00'	10°57'52"	90.51'	90.38'	N 06°15'49" W
C94	831.00'	1°34'38"	22.88'	22.88'	N 39°09'44" E
C95	831.00'	3°26'52"	50.00'	50.00'	N 36°38'59" E
C96	831.00'	4°27'19"	64.62'	64.60'	N 32°41'53" E
C97	831.00'	1°33'31"	22.60'	22.60'	N 29°41'28" E
C98	719.00'	4°09'05"	52.09'	52.08'	N 30°59'16" E
C99	719.00'	6°26'33"	80.85'	80.80'	N 36°17'04" E
C118	381.00'	9°12'30"	61.23'	61.17'	N 33°30'58" E
C119	1169.00'	1°01'29"	20.91'	20.91'	N 29°25'28" E
C120	1169.00'	2°35'59"	53.04'	53.04'	N 31°14'12" E
C121	1169.00'	3°30'50"	71.69'	71.68'	N 34°17'36" E
C122	1169.00'	2°44'51"	56.05'	56.05'	N 37°25'26" E
C123	1169.00'	1°09'11"	23.53'	23.53'	N 39°22'27" E
C124	433.00'	6°23'17"	48.28'	48.25'	N 57°53'38" W
C125	433.00'	7°29'42"	56.64'	56.60'	N 50°57'09" W
C126	973.00'	6°55'07"	117.49'	117.42'	N 52°51'18" W
C127	973.00'	17°36'43"	299.09'	297.91'	N 65°07'14" W
C128	1027.00'	4°33'00"	81.56'	81.54'	N 71°39'05" W
C129	1027.00'	6°35'50"	118.25'	118.19'	N 66°04'40" W
C130	329.00'	2°34'26"	14.78'	14.78'	N 27°37'30" E
C131	329.00'	8°14'55"	47.36'	47.32'	N 22°12'50" E
C132	329.00'	11°22'46"	65.34'	65.23'	N 12°23'59" E
C133	329.00'	2°23'14"	13.71'	13.71'	N 05°31'00" E
C134	250.00'	8°48'13"	38.41'	38.37'	N 00°04'44" W
C135	250.00'	8°57'49"	39.11'	39.07'	N 08°57'44" W
C136	500.00'	0°56'48"	8.26'	8.26'	N 12°58'15" W
C137	500.00'	1°50'32"	16.08'	16.08'	N 11°34'35" W
C138	667.00'	1°42'57"	19.97'	19.97'	N 28°03'15" E

COPY
CLERK OF THE CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Del Webb Naples Parcels 107-108

A REPLAT OF A PORTION OF TRACTS "GC-8", "GC-9", "M", "N", "107" AND "108", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE) TOGETHER WITH ALL OF TRACT "J" AND A PORTION OF TRACTS "H", "I" AND "R", AVE MARIA UNIT 11, DEL WEBB NAPLES PARCELS 106 & 112, RECORDED IN PLAT BOOK 52, PAGES 67 THROUGH 74 (INCLUSIVE), LYING WITHIN SECTION 17, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 4)		
LINE	LENGTH	BEARING
L5	60.94'	S 10°16'14" W
L19	23.08'	N 10°16'14" E
L20	10.00'	N 79°43'46" W
L21	32.46'	N 10°16'14" E

CURVE TABLE (SHEET 4)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	940.00'	45°24'29"	744.97'	725.62'	S 51°16'27" W
C2	130.00'	261°7'33"	59.66'	59.13'	S 87°07'28" W
C6	560.00'	13°10'10"	128.71'	128.43'	N 16°51'19" E
C7	350.00'	38°02'44"	232.41'	228.16'	N 04°25'02" E
C20	550.00'	72°59'38"	700.69'	654.26'	N 65°24'32" E
C22	500.00'	39°36'12"	345.60'	338.77'	N 04°32'34" E
C23	400.00'	14°04'26"	98.25'	98.01'	N 17°18'27" E
C24	400.00'	11°40'57"	81.56'	81.42'	N 18°30'11" E
C25	400.00'	2°23'28"	16.69'	16.69'	N 11°27'59" E
C27	577.00'	67°56'04"	684.14'	644.76'	N 62°52'45" E
C28	25.00'	86°34'33"	37.78'	34.28'	N 53°33'31" E
C29	427.00'	14°04'26"	104.89'	104.62'	N 17°18'27" E
C30	473.00'	39°36'12"	326.94'	320.47'	N 04°32'34" E
C33	527.00'	39°36'12"	364.27'	357.06'	N 04°32'34" E
C34	25.00'	106°37'48"	46.53'	40.10'	N 31°23'01" W
C35	523.00'	66°23'22"	606.01'	572.67'	N 62°06'24" E
C43	577.00'	4°49'09"	48.53'	48.52'	N 41°54'55" E
C44	577.00'	4°49'09"	48.53'	48.52'	N 46°44'05" E
C45	577.00'	6°09'52"	62.08'	62.05'	N 52°13'35" E
C46	577.00'	4°49'13"	48.54'	48.53'	N 57°43'08" E
C47	577.00'	4°49'09"	48.53'	48.52'	N 62°32'19" E
C48	577.00'	6°09'52"	62.08'	62.05'	N 68°01'49" E
C49	577.00'	5°17'59"	53.37'	53.35'	N 73°45'44" E
C50	577.00'	5°17'59"	53.37'	53.35'	N 79°03'43" E
C51	577.00'	6°09'52"	62.08'	62.05'	N 84°47'38" E
C52	577.00'	4°49'09"	48.53'	48.52'	N 89°42'51" W
C53	577.00'	4°09'04"	41.80'	41.79'	N 85°13'45" W
C54	523.00'	9°43'19"	88.74'	88.64'	N 89°33'35" W
C55	523.00'	9°16'50"	84.71'	84.62'	N 80°56'21" E
C56	523.00'	7°13'54"	66.01'	65.97'	N 72°40'59" E
C57	523.00'	7°13'54"	66.01'	65.97'	N 65°27'05" E
C58	523.00'	9°15'08"	84.46'	84.36'	N 57°12'34" E
C59	523.00'	7°13'54"	66.01'	65.97'	N 48°58'04" E
C60	523.00'	7°13'54"	66.01'	65.97'	N 41°44'10" E
C67	527.00'	10°38'15"	97.84'	97.70'	N 19°01'32" E
C68	527.00'	15°08'08"	139.21'	138.81'	N 06°08'21" E
C88	473.00'	9°25'25"	77.79'	77.71'	N 03°55'49" E
C89	473.00'	11°49'16"	97.59'	97.42'	N 14°33'09" E
C90	473.00'	3°52'53"	32.04'	32.04'	N 22°24'14" E
C91	427.00'	4°17'51"	32.03'	32.02'	N 22°11'45" E
C92	427.00'	6°26'17"	47.98'	47.95'	N 16°49'41" E
C93	427.00'	3°20'18"	24.88'	24.88'	N 11°56'24" E
C100	719.00'	4°49'09"	60.48'	60.46'	N 41°54'55" E
C101	719.00'	4°49'09"	60.48'	60.46'	N 46°44'05" E
C102	719.00'	6°09'52"	77.36'	77.32'	N 52°13'35" E
C103	719.00'	4°49'13"	60.49'	60.47'	N 57°43'08" E
C104	719.00'	4°49'09"	60.48'	60.46'	N 62°32'19" E
C105	719.00'	6°09'52"	77.36'	77.32'	N 68°01'49" E
C106	719.00'	5°17'59"	66.50'	66.48'	N 73°45'44" E
C107	719.00'	5°17'59"	66.50'	66.48'	N 79°03'43" E
C108	719.00'	6°09'52"	77.36'	77.32'	N 84°47'38" E
C109	719.00'	4°49'09"	60.48'	60.46'	N 89°42'51" W
C110	719.00'	5°30'23"	69.10'	69.07'	N 84°33'05" W
C111	719.00'	1°11'45"	15.01'	15.00'	N 81°12'01" W
C112	381.00'	9°16'50"	61.71'	61.65'	N 80°56'21" E
C113	381.00'	7°13'54"	48.09'	48.06'	N 72°40'59" E
C114	381.00'	7°13'54"	48.09'	48.06'	N 65°27'05" E
C115	381.00'	9°15'08"	61.52'	61.46'	N 57°12'34" E
C116	381.00'	7°13'54"	48.09'	48.06'	N 48°58'04" E
C117	381.00'	7°13'54"	48.09'	48.06'	N 41°44'10" E
C148	350.00'	8°50'24"	54.00'	53.95'	N 04°42'06" E
C149	350.00'	11°04'22"	67.64'	67.54'	N 14°39'29" E
C150	350.00'	3°14'43"	19.82'	19.82'	N 21°49'02" E
C151	560.00'	4°37'53"	45.27'	45.25'	N 21°07'27" E
C152	560.00'	6°33'32"	64.11'	64.07'	N 15°31'45" E
C153	560.00'	1°58'44"	19.34'	19.34'	N 11°15'37" E
C154	25.00'	20°09'14"	8.79'	8.75'	N 86°46'10" E
C155	25.00'	66°25'19"	28.98'	27.39'	N 43°28'54" E
C156	25.00'	38°20'06"	16.73'	16.42'	N 65°31'52" W
C157	25.00'	68°17'42"	29.80'	28.07'	N 12°12'58" W
C158	373.00'	2°24'47"	15.71'	15.71'	N 23°08'17" E
C159	381.00'	6°49'26"	45.38'	45.35'	N 88°59'29" E
C160	381.00'	2°17'27"	15.23'	15.23'	N 86°27'04" W
C161(E)	719.00'	1°00'46"	12.71'	12.71'	N 82°18'16" W
C164	719.00'	70°29'08"	884.52'	829.79'	N 64°09'17" E
C165	381.00'	65°46'56"	437.43'	413.80'	N 61°48'11" E
C170	542.00'	10°55'18"	103.31'	103.16'	N 18°53'01" E
C171	358.00'	6°07'59"	38.32'	38.30'	N 21°16'40" E
C174	699.00'	1°22'13"	16.72'	16.72'	N 86°37'10" W
C175	50.00'	51°35'04"	45.02'	43.51'	N 68°16'25" E
C176	50.00'	12°05'30"	10.55'	10.53'	N 89°52'30" W
C177	50.00'	44°14'16"	38.60'	37.65'	N 61°42'37" W
C187	50.00'	52°58'30"	46.23'	44.60'	N 16°13'01" W
C188	80.00'	12°48'53"	17.89'	17.86'	N 16°40'41" E
C189	80.00'	7°28'37"	10.44'	10.43'	N 26°49'26" E

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Executive Summary

Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements for the final plat of Del Webb Naples Parcel 109, Application Number PL20180000500, and authorize the release of the maintenance security in the amount of $460,461.04.

OBJECTIVE: To have the Board of County Commissioners (Board) grant final acceptance of the infrastructure improvements associated with the subdivision and authorize the release of the maintenance security.

CONSIDERATIONS:

1. On September 4, 2019, the Growth Management Department granted preliminary acceptance of the roadway and drainage improvements in Del Webb Naples Parcel 109.

2. Del Webb Naples Community Association, Inc., and Ave Maria Utility Company, LLLP, will maintain the roadway and drainage improvements.

3. The required improvements have been constructed in accordance with the Land Development Code. On October 16, 2024, the Growth Management Department inspected them and recommends their final acceptance.

4. A resolution for final acceptance has been prepared by staff and approved by the County Attorney's Office. The resolution is a requirement of Section 10.02.05 C of the Land Development Code. A copy of the document is attached.

FISCAL IMPACT: Del Webb Community Association, Inc., and Ave Maria Utility Company, LLLP, will maintain the roadway and drainage improvements. The existing securities in the amount of $460,461.04 will be released upon Board approval and is based on the work performed and completed pursuant to the terms of the Construction and Maintenance Agreements dated November 1, 2018.

GROWTH MANAGEMENT IMPACT: Performance Bond securities are held as development guaranty and are released after work is performed.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. - DDP

RECOMMENDATIONS: To grant final acceptance of the roadway and drainage improvements in Del Webb Naples Parcel 109, Application Number PL20180000500, and authorize:

1. The Chairman to execute the attached resolution authorizing final acceptance of the improvements.

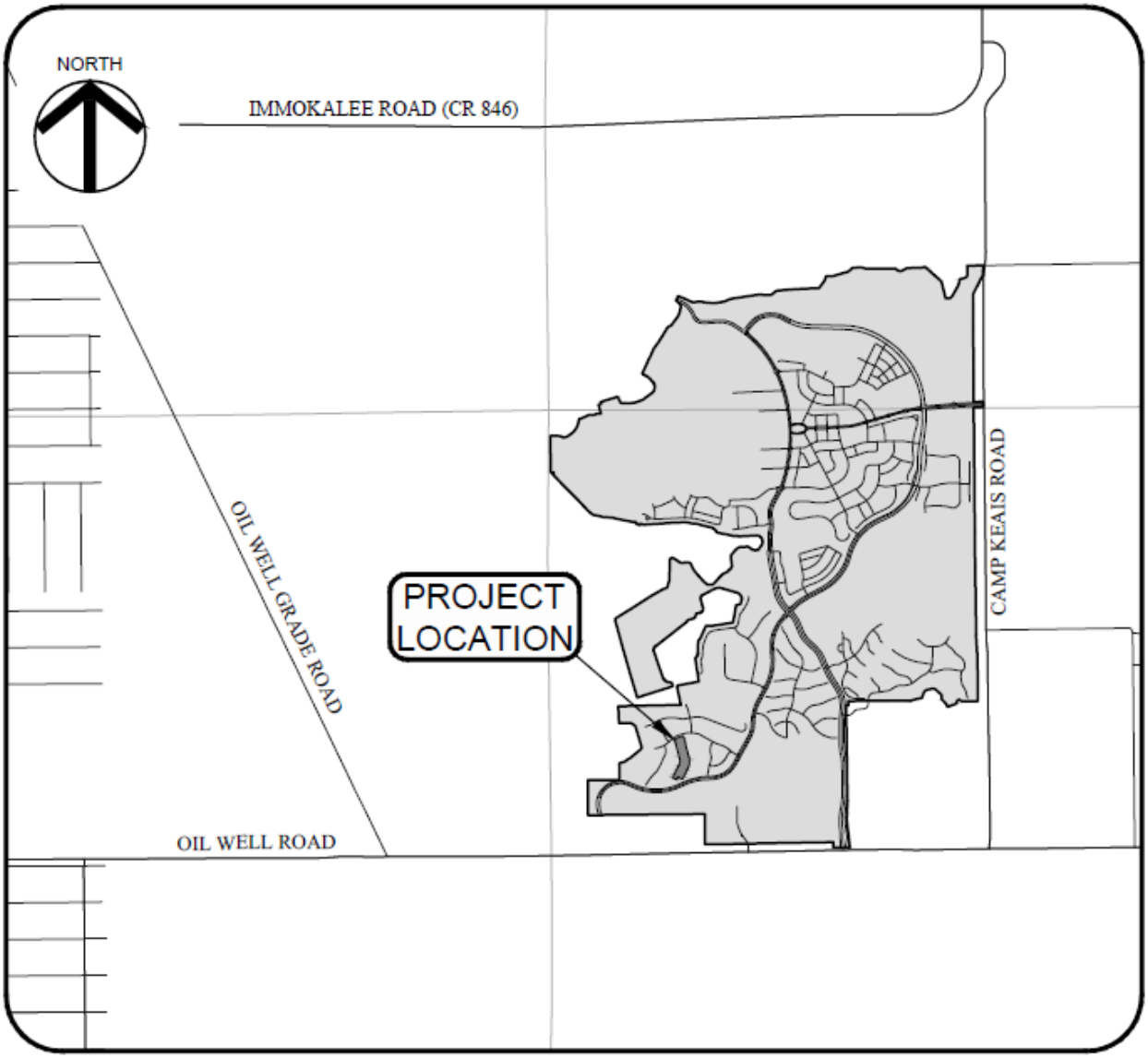
2. The Clerk of Courts to release the maintenance securities.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review

ATTACHMENTS:

1. Location Map
2. Bond Basis
3. Resolution
4. Plat Map

DEL WEBB NAPLES PARCEL 109



LOCATION MAP

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this 1st day of NOV, 20 17 between Pulte Home Company, LLC hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board.

RECITALS:

A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of certain plat of a subdivision to be known as: Del Webb Naples Parcel 109
B. Chapter 4 and 10 of the Collier County Land Development Code required the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer will cause to be constructed: all required improvements and other infrastructure improvements within 36 months from the date of approval said subdivision plat, said improvements hereinafter referred to as the required improvements.

2. Developer herewith tenders its subdivision performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of $460,461.04 - which amount represents 10% of the total contract cost to complete the construction plus 100% of the estimated cost of to complete the required improvements at the date of this Agreement.

3. In the event of default by the Developer or failure of the Developer to complete such improvements within the time required by the Land Development Code, Collier may call upon the subdivision performance security to insure satisfactory completion of the required improvements.

4. The required improvements shall not be considered complete until a statement of substantial completion by Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.

5. The County Manager or his designee shall, within sixty (60) days of receipt of the statement of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the County Manager's approval of the improvements. However, in no event shall the County Manager or his designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.

6. The Developer shall maintain all required improvements for a minimum period of one year after preliminary approval by the County Manager or his designee. After the one year maintenance period by the Developer has terminated, the Developer shall petition the County Manager or his designee to inspect the required improvements. The County Manager or his designee shall inspect the improvements and, if found to be still in compliance with the Land Development Code as reflected by final approval by the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.

7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or his designee to reduce the dollar amount of the subdivision performance security on the basis of work complete, Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or his designee. The County Manager or his designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.

8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or his designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.

9. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and the respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed by their duly authorized representatives this 1st day of November, 20 18.

SIGNED IN THE PRESENCE OF:	**(Name of Entity)** Pulte Home Company, LLC
Witness:	**By:**
Printed Name: Jacquelyn LaForgue	Mike Hueniken, Vice President - Land Development
	Printed Name/Title (President, VP, or CEO)
Witness: Brian Bailey	**(Provide Proper Evidence of Authority)**
Printed Name: Brian Bailey	
ATTEST:	
Crystal K. Kinzel, ~~Interim~~ Clerk of the Circuit Court & Controller	**BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA**
By: **Deputy Clerk**	**By:** **~~Chairman~~** Andy Solis, Chairman
Attest as to Chairman's signature only.	
Approved as to form and legality:	
Scott A. Stone	
Assistant County Attorney	

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Pulte Home Company, LLC
24311 Walden Center Dr. #300
Bonita Springs, FL 34134
239-495-4085

(hereinafter referred to as "Owner") and BOND NO. 30056150

The Continental Insurance Company
801 Warrenville Road, Suite 700
Lisle IL 60532, 630-719-6342

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of four hundred and sixty thousand, four hundred and sixty-one dollars, and four cents ($ 460,461.04) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board a certain subdivision plat named Del Webb Naples Parcel 109 and that certain subdivision shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of final acceptance by the Board of County Commissioners of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period").

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

Exhibit A

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 19th day of October, 20 18.

WITNESSES:	Pulte Home Company, LLC
By:	By:
J. Nicholas Sarris	D. Bryce Langen, Vice President and Treasurer
Printed Name	
By:	(Provide Proper Evidence of Authority)
Ross Ripple	
Printed Name	

ACKNOWLEDGEMENT

STATE OF GEORGIA
COUNTY OF FULTON

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF October, 20 18, BY D. Bryce Langen, Vice President and Treasurer OF PULTE HOME COMPANY, LLC WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED KNOWN AS IDENTIFICATION.

Notary Public - State of GEORGIA
(SEAL)

Printed Name Shirley E. Hutchins

SHIRLEY E HUTCHINS
Notary Public - State of Georgia
Fulton County
My Commission Expires Mar 18, 2022

SURETY ACKNOWLEDGEMENT

WITNESSES:	(Surety Name and Title if Corporation) The Continental Insurance Company
By	By:
J. Nicholas Sarris	
Printed Name	Printed Name/Title Gregory S. Rives Attorney-in-Fact
By:	(Provide Proper Evidence of Authority)
Ross Ripple	

Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF FULTON

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF October, 20 18, BY Gregory S. Rives (NAME OF ACKNOWLEDGER) AS Attorney-in-Fact (TITLE) OF The Continental Insurance Company (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED KNOWN AS IDENTIFICATION.

Notary Public - State of GEORGIA

(SEAL)

SHIRLEY E HUTCHINS
Notary Public – State of Georgia
Fulton County
My Commission Expires Mar 18, 2022

Shirley E. Hutchins
Printed Name

(Ord. No. 15-44, § 3.N)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

D.Bryce Langen, James Zeumer, James Ossowski, Brien O'Meara, Kelly Yoakam, Kim Hill, Ross Irwin, Jean Marusak, Ellen Padesky Maturen,Gregory S. Rives, KellyMarie Conlon, Individually

of Bloomfield Hills, MI,, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In an amount not to exceed Two Million and no/100 Dollars ($2,000,000.00)

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of December, 2016.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 28th day of December, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 14th day of October, 2018.

The Continental Insurance Company

D. Bult — Assistant Secretary

Form F6850-4/2012

RESOLUTION NO. 25-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AUTHORIZING FINAL ACCEPTANCE OF CERTAIN ROADWAY AND DRAINAGE IMPROVEMENTS AND PLAT DEDICATIONS IN DEL WEBB NAPLES PARCEL 109, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 65, PAGES 39 THROUGH 40, AND RELEASE OF THE MAINTENANCE SECURITY.

WHEREAS, the Board of County Commissioners of Collier County, Florida, on June 26, 2018, approved the plat of Del Webb Naples Parcels 109 for recording; and

WHEREAS, the Developer has constructed and maintained the roadway and drainage improvements in accordance with the approved plans and specifications as required by the Land Development Code (Collier County Ordinance No. 04-41, as amended); and

WHEREAS, the Developer is requesting final acceptance of the roadway and drainage improvements and release of the maintenance security; and

WHEREAS, the Development Review Division has inspected the roadway and drainage improvements, and is recommending acceptance of said facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that final acceptance is hereby granted for those roadway and drainage improvements and plat dedications in Del Webb Naples Parcel 109, pursuant to the plat thereof recorded in Plat Book 65, pages 39 through 40, and the Clerk is hereby authorized to release the maintenance security.

BE IT FURTHER RESOLVED AND ORDERED that the roadway and drainage improvements within Del Webb Naples Parcel 109 will be maintained privately in the future and will not be the responsibility of Collier County.

This Resolution adopted after motion, second and majority vote favoring same, this ____ day of _____ 2025.

DATE:
ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

DDP 12/2/24

[24-EIS-05094/1900193/1]

CAO

Del Webb Naples Parcel 109

PLAT BOOK 65 PAGE 39

SHEET 1 OF 2

A REPLAT OF A PORTION OF TRACT "109", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE), LYNG WITHIN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT ENTITLED "DEL WEBB NAPLES PARCEL 109" TO BE MADE AND DOES HEREBY:

A. DEDICATE TO DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC.:

1. ALL OF TRACT "R" FOR PRIVATE ROAD RIGHT-OF-WAY (R.O.W.), SUBJECT TO EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL LANDSCAPE EASEMENTS (L.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

4. AN IRRIGATION EASEMENT (I.E.) OVER TRACT "R", FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF IRRIGATION FACILITIES WITH RESPONSIBILITY FOR MAINTENANCE.

5. TRACT "A" AS COMMON AREA, SUBJECT TO THE EASEMENTS SHOWN HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO AVE MARIA UTILITY COMPANY, L.L.L.P.:

1. ALL AVE MARIA UTILITY EASEMENTS (A.M.U.E.) FOR THE PURPOSES OF UTILITY INSTALLATION, CONSTRUCTION, OPERATION AND MAINTENANCE, INCLUDING THE RIGHT OF ACCESS TO PERFORM ANY SUCH PURPOSE, WITH NO RESPONSIBILITY OF MAINTENANCE OF THE SURFACE EASEMENT AREA.

2. ALL POTABLE WATER DISTRIBUTION LINES CONSTRUCTED AND INSTALLED WITHIN THE PROPERTIES DEPICTED ON THIS PLAT, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT ORDINANCE OR REGULATION, WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL SEWER AND EFFLUENT FACILITIES CONSTRUCTED WITHIN THE PROPERTIES DEPICTED ON THIS PLAT, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT ORDINANCE OR REGULATION, WITH RESPONSIBILITY FOR MAINTENANCE.

C. DEDICATE PUBLIC UTILITY EASEMENTS (P.U.E.) TO ALL LICENSED OR FRANCHISED PRIVATE OR PUBLIC UTILITIES WITH WHOM OWNER (OR ITS SUCCESSORS AND ASSIGNS) CONTRACTS FOR SAID UTILITIES:

ALL PLATTED PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

D. DEDICATE TO COLLIER COUNTY:

1. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

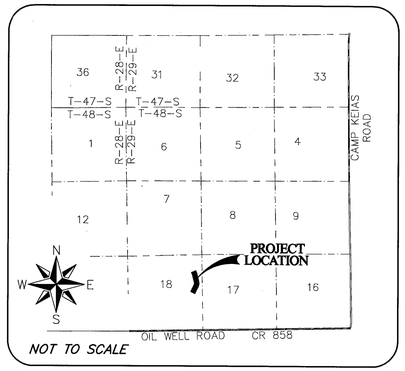
3. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

E. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE IMMOKALEE FIRE CONTROL DISTRICT:

A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER TRACT "R" FOR THE PURPOSE OF PERMITTING EMERGENCY AND OTHER SERVICE VEHICLES ACCESS, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

F. RESERVE TO PULTE HOME COMPANY, LLC, AND FOR THE BENEFIT OF ITS DESIGNEES, SUCCESSORS AND ASSIGNS:

PERPETUAL, NON EXCLUSIVE TECHNOLOGY UTILITY EASEMENTS (T.U.E.) AS SHOWN HEREIN FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND REPLACING UTILITY SYSTEMS, INCLUDING, WITHOUT LIMITATION, GAS, TELEPHONE, TELECOMMUNICATIONS, CABLE TELEVISION, SECURITY AND SIMILAR SYSTEMS, WITH RESPONSIBILITY FOR MAINTENANCE. SUCH EASEMENTS BEING RESERVED TO PULTE HOME COMPANY, LLC, MAY BE GRANTED OR CONVEYED TO THIRD PARTIES AND MAY, BUT NOT NECESSARILY, BE PERPETUAL AND IRREVOCABLE, AT WHICH POINT SUCH TECHNOLOGY UTILITY EASEMENTS OR INTERESTS SHALL BE MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT GRANTING OR CONVEYING SUCH EASEMENTS OR INTERESTS. ALL RIGHTS AND INTERESTS RESERVED OR LATER GRANTED PURSUANT TO THE TECHNOLOGY UTILITY EASEMENTS HEREIN SHALL BE INFERIOR AND SUBORDINATE TO ANY RIGHT OR INTEREST PURSUANT TO THE EASEMENTS DEDICATED ABOVE. ANY USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT MUST NOT INTERFERE WITH ANY USE PURSUANT TO THE EASEMENTS DEDICATED ABOVE. IF THERE IS A CONFLICT BETWEEN ANY EXISTING OR PROPOSED USE PURSUANT TO THE EASEMENTS DEDICATED ABOVE, AND ANY EXISTING OR PROPOSED USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT, THEN ANY FACILITIES, EQUIPMENT OR USE PURSUANT TO A TECHNOLOGY UTILITY EASEMENT WILL BE MOVED, CHANGED, OR TERMINATED AT THE EXPENSE OF THE HOLDER OF THE TECHNOLOGY UTILITY EASEMENT IN ORDER TO REMOVE ANY SUCH CONFLICT. EXCEPT AS PERMITTED BY PULTE HOME COMPANY, LLC, ITS SUCCESSORS OR ASSIGNS, IN AN INSTRUMENT GRANTING OR CONVEYING A TECHNOLOGY UTILITY EASEMENT, ALL FACILITIES CONSTRUCTED OR INSTALLED BY ANY OF THE GRANTEES OF THE TECHNOLOGY UTILITY EASEMENTS DESCRIBED ABOVE SHALL BE UNDERGROUND.



LOCATION MAP

SEE PAGE 2 OF 2 FOR DESCRIPTION OF LANDS PLATTED
SEE PAGE 2 OF 2 FOR LEGEND

G. DEDICATE TO THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

1. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

3. A RIGHT OF ACCESS OVER THOSE AREAS INDICATED ON THE PLAT AS DRAINAGE EASEMENTS (D.E.) AS DEPICTED, FOR THE PURPOSE OF ACCESS TO THE SAME FOR CONSTRUCTION, INSTALLATION AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS 30th DAY OF November, 2018, A.D.

WITNESSES:

SIGNATURE

Jacquelyn Lacoque
PRINT NAME

SIGNATURE

NIKOLAUS KASTEN
PRINT NAME

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

BY: Michael Hueniken
MICHAEL HUENIKEN, DIRECTOR OF LAND DEVELOPMENT

COPY
THE CIRCUIT COURT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 30th DAY OF November, 2018, BY MICHAEL HUENIKEN, DIRECTOR OF LAND DEVELOPMENT OF PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. HE [X] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Jessica K. Linn
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

JESSICA K LINN
State of Florida-Notary Public
Commission # GG 170913
My Commission Expires
April 16, 2022
(AFFIX SEAL)

SURVEY NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

2. ALL SIDE LOT LINES ARE RADIAL TO THE RIGHT-OF-WAY OF TRACT "R" UNLESS OTHERWISE NOTED.

3. UNLESS OTHERWISE NOTED, ALL CURVES ARE TANGENTIAL AND CIRCULAR.

4. BEARINGS ARE BASED ON THE NORTHERLY BOUNDARY OF TRACT "109", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE) AS BEING NORTH 64°21'12" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

5. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AVE MARIA RECORDED IN OFFICIAL RECORD BOOK 4040 PAGE 1711, TOGETHER WITH CONSENT AND JOINDER OF PROPERTY OWNER IN OFFICIAL RECORD BOOK 4043, PAGE 2731, AND AMENDED IN OFFICIAL RECORD BOOK 4930, PAGE 262, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

6. DEL WEBB AT AVE MARIA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 4112, PAGE 417, AS AMENDED IN OFFICIAL RECORD BOOK 4621, PAGE 202, OFFICIAL RECORD BOOK 4666, PAGE 260, OFFICIAL RECORDS BOOK 4966, PAGE 573, OFFICIAL RECORDS RECORDS BOOK 5114, PAGE 1097 AND OFFICIAL RECORDS BOOK 5248, PAGE 765, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

7. THE CABLE TELEVISION AND COMMUNICATIONS SERVICE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3952, PAGE 1745 IS A BLANKET EASEMENT OVER ALL LANDS PLATTED HEREBY.

8. THE GRANT BULK CABLE TELEVISION SERVICE AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 3927 IS A BLANKET EASEMENT OVER ALL LANDS PLATTED HEREBY.

9. REFERENCE D.R.I. FOR TOWN OF AVE MARIA AR-6293 RES. #2005-235.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS 6TH DAY OF DECEMBER 2018, A.D.

JACK MCKENNA, P.E.
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS 6TH DAY OF DECEMBER, 2018, A.D.

MARCUS L. BERMAN, P.S.M. #5086
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 6th DAY OF DECEMBER, 2018, A.D.

SCOTT A. STONE
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS 26TH DAY OF JUNE, 2018, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

By: _____ Attest as to Chairman's signature only.

ATTEST:
CRYSTAL K. KINZEL, CLERK
OF CIRCUIT COURT & COMPTROLLER
COLLIER COUNTY, FLORIDA

ANDY SOLIS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 2:01 (A.M. OR P.M.) THIS 18th DAY OF December 2018 A.D., AND DULY RECORDED IN PLAT BOOK 65, PAGE(S) 39 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Abdi T. Campechano, DC

CRYSTAL K. KINZEL, CLERK
OF THE CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

RHODES & RHODES LAND SURVEYING, INC.

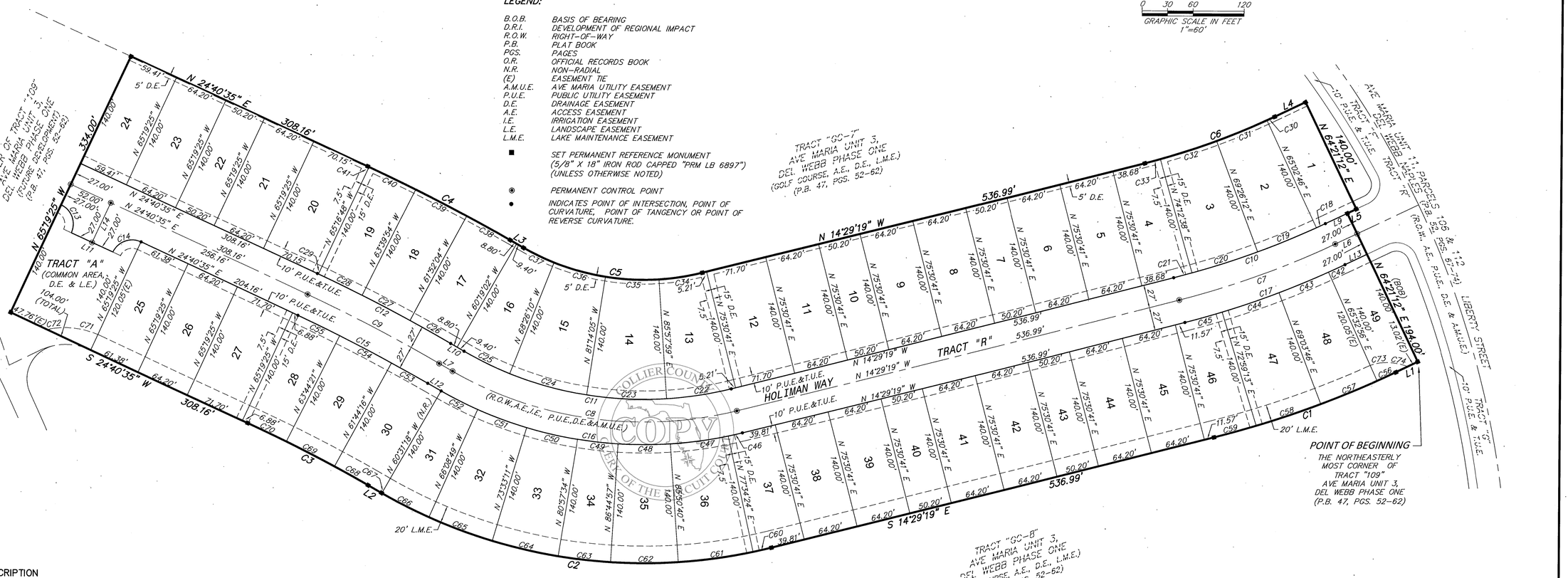
JOHN SCOTT RHODES, P.S.M. NO. 5739

11/30/18
DATED

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES, P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Del Webb Naples Parcel 109

A REPLAT OF A PORTION OF TRACT "109", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE), LYNG WITHIN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA.



LEGEND:

B.O.B.	BASIS OF BEARING
D.R.I.	DEVELOPMENT OF REGIONAL IMPACT
R.O.W.	RIGHT-OF-WAY
P.B.	PLAT BOOK
PGS.	PAGES
O.R.	OFFICIAL RECORDS BOOK
N.R.	NON-RADIAL
(E)	EASEMENT TIE
A.M.U.E.	AVE MARIA UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
I.E.	IRRIGATION EASEMENT
L.E.	LANDSCAPE EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
■	SET PERMANENT REFERENCE MONUMENT (5/8" X 18" IRON ROD CAPPED "PRM LB 6897") (UNLESS OTHERWISE NOTED)
◉	PERMANENT CONTROL POINT
•	INDICATES POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY OR POINT OF REVERSE CURVATURE.

LEGAL DESCRIPTION

BEING A PORTION OF TRACT "109", AVE MARIA UNIT 3, DEL WEBB PHASE ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 47, PAGES 52 THROUGH 62 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA, BEING A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY MOST CORNER OF TRACT "109" OF SAID PLAT; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT "109"; THENCE SOUTH 25°38'48" EAST, A DISTANCE OF 28.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 227.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,167.00 FEET, THROUGH A CENTRAL ANGLE OF 11°09'29" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°04'04" EAST, 226.91 FEET; THENCE SOUTH 14°29'19" EAST, A DISTANCE OF 536.99 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 475.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 617.00 FEET, THROUGH A CENTRAL ANGLE OF 44°10'17" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 07°35'50" WEST, 463.98 FEET; THENCE SOUTH 29°40'58" WEST, A DISTANCE OF 18.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 160.16 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,833.00 FEET, THROUGH A CENTRAL ANGLE OF 05°00'23" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°10'47" WEST, 160.11 FEET; THENCE SOUTH 24°40'35" WEST, A DISTANCE OF 308.16 FEET; THENCE NORTH 65°19'25" WEST, A DISTANCE OF 334.00 FEET; THENCE NORTH 24°40'35" EAST, A DISTANCE OF 308.16 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 189.35 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,167.00 FEET, THROUGH A CENTRAL ANGLE OF 05°00'23" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 27°10'47" EAST, 189.29 FEET; THENCE NORTH 29°40'58" EAST, A DISTANCE OF 18.20 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 218.18 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 283.00 FEET, THROUGH A CENTRAL ANGLE OF 44°10'17" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 07°35'50" EAST, 212.81 FEET; THENCE NORTH 14°29'19" WEST, A DISTANCE OF 536.99 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 162.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 833.00 FEET, THROUGH A CENTRAL ANGLE OF 11°09'29" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 20°04'04" WEST, 161.97 FEET; THENCE NORTH 25°38'48" WEST, A DISTANCE OF 40.07 FEET; THENCE NORTH 64°21'12" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 25°38'48" EAST, A DISTANCE OF 11.71 FEET; THENCE NORTH 64°21'12" EAST, A DISTANCE OF 194.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 12.37 ACRES, OR 538,752 SQUARE FEET, MORE OR LESS

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1167.00'	11°09'29"	227.27'	226.91'	S 20°04'04" E
C2	617.00'	44°10'17"	475.67'	463.98'	S 07°35'50" W
C3	1833.00'	5°00'23"	160.16'	160.11'	S 27°10'47" W
C4	2167.00'	5°00'23"	189.35'	189.29'	N 27°10'47" E
C5	283.00'	44°10'17"	218.18'	212.81'	N 07°35'50" E
C6	833.00'	11°09'29"	162.22'	161.97'	N 20°04'04" W
C7	1000.00'	11°09'29"	194.74'	194.44'	N 20°04'04" W
C8	450.00'	44°10'17"	346.92'	338.39'	N 07°35'50" E
C9	2000.00'	5°00'23"	174.76'	174.70'	N 27°10'47" E
C10	973.00'	11°09'29"	189.49'	189.19'	N 20°04'04" W
C11	423.00'	44°10'17"	326.11'	318.09'	N 07°35'50" E
C12	2027.00'	5°00'23"	177.12'	177.06'	N 27°10'47" E
C13	25.00'	90°00'00"	39.27'	35.36'	N 69°40'35" E
C14	25.00'	90°00'00"	39.27'	35.36'	N 20°19'25" W
C15	1973.00'	5°00'23"	172.40'	172.34'	N 27°10'47" E
C16	477.00'	44°10'17"	367.74'	358.70'	N 07°35'50" E
C17	1027.00'	11°09'29"	200.00'	199.69'	N 20°04'04" W
C18	973.00'	0°41'34"	11.76'	11.76'	N 25°18'01" W
C19	973.00'	4°23'26"	74.56'	74.54'	N 22°45'31" W
C20	973.00'	4°46'26"	81.07'	81.05'	N 18°10'35" W
C21	973.00'	1°18'03"	22.09'	22.09'	N 15°08'21" W
C22	423.00'	10°27'18"	77.19'	77.08'	N 09°15'40" W
C23	423.00'	12°47'56"	94.49'	94.29'	N 02°21'57" E
C24	423.00'	12°47'56"	94.49'	94.29'	N 15°09'53" E
C25	423.00'	8°07'08"	59.94'	59.89'	N 25°37'24" E
C26	2027.00'	1°33'03"	54.86'	54.86'	N 28°54'27" E
C27	2027.00'	1°47'49"	63.58'	63.57'	N 27°14'01" E
C28	2027.00'	1°36'54"	57.14'	57.14'	N 25°31'39" E
C29	2027.00'	0°02'37"	1.54'	1.54'	N 24°41'54" E
C30	833.00'	0°41'34"	10.07'	10.07'	N 25°18'01" W
C31	833.00'	4°23'26"	63.83'	63.82'	N 22°45'31" W
C32	833.00'	4°46'26"	69.41'	69.39'	N 18°10'35" W
C33	833.00'	1°18'03"	18.91'	18.91'	N 15°08'21" W
C34	283.00'	10°27'18"	51.64'	51.57'	N 09°15'40" W
C35	283.00'	12°47'56"	63.22'	63.09'	N 02°21'57" E
C36	283.00'	12°47'56"	63.22'	63.09'	N 15°09'53" E
C37	283.00'	8°07'08"	40.10'	40.07'	N 25°37'24" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C38	2167.00'	1°33'03"	58.65'	58.65'	N 28°54'27" E
C39	2167.00'	1°47'49"	67.97'	67.96'	N 27°14'01" E
C40	2167.00'	1°36'54"	61.08'	61.08'	N 25°31'39" E
C41	2167.00'	0°02'37"	1.65'	1.65'	N 24°41'54" E
C42	1027.00'	1°11'44"	21.43'	21.43'	N 25°02'56" W
C43	1027.00'	3°30'50"	62.98'	62.97'	N 22°41'39" W
C44	1027.00'	3°55'27"	70.34'	70.33'	N 18°58'31" W
C45	1027.00'	2°31'28"	45.25'	45.25'	N 15°45'03" W
C46	477.00'	2°03'44"	17.17'	17.17'	N 13°27'27" W
C47	477.00'	8°16'16"	68.86'	68.80'	N 08°17'28" W
C48	477.00'	7°24'23"	61.66'	61.62'	N 00°27'09" W
C49	477.00'	5°47'23"	48.20'	48.18'	N 06°08'44" E
C50	477.00'	7°24'23"	61.66'	61.62'	N 12°44'37" E
C51	477.00'	7°24'23"	61.66'	61.62'	N 20°09'00" E
C52	477.00'	5°49'47"	48.53'	48.51'	N 26°46'05" E
C53	1973.00'	1°25'14"	48.92'	48.92'	N 28°58'21" E
C54	1973.00'	2°00'05"	68.92'	68.92'	N 27°15'41" E
C55	1973.00'	1°35'04"	54.56'	54.56'	N 25°28'07" E
C56	1167.00'	1°11'44"	24.35'	24.35'	N 25°02'56" W
C57	1167.00'	3°30'50"	71.57'	71.56'	N 22°41'39" W
C58	1167.00'	3°55'27"	79.93'	79.91'	N 18°58'31" W
C59	1167.00'	2°31'28"	51.42'	51.41'	N 15°45'03" W
C60	617.00'	2°03'44"	22.21'	22.21'	N 13°27'27" W
C61	617.00'	8°16'16"	89.07'	88.99'	N 08°17'28" W
C62	617.00'	7°24'23"	79.76'	79.70'	N 00°27'09" W
C63	617.00'	5°47'23"	62.35'	62.32'	N 06°08'44" E
C64	617.00'	7°24'23"	79.76'	79.70'	N 12°44'37" E
C65	617.00'	7°24'23"	79.76'	79.70'	N 20°09'00" E
C66	617.00'	5°47'00"	62.28'	62.25'	N 26°44'41" E
C67	617.00'	0°02'47"	0.50'	0.50'	N 29°39'35" E
C68	1833.00'	1°25'14"	45.45'	45.45'	N 28°58'21" E
C69	1833.00'	2°00'05"	64.03'	64.03'	N 27°15'41" E
C70	1833.00'	1°35'04"	50.69'	50.68'	N 25°28'07" E
C71	100.00'	28°55'40"	50.49'	49.95'	N 08°23'21" E
C72	60.00'	9°44'58"	10.21'	10.20'	N 10°56'57" W
C73	45.00'	14°58'00"	11.75'	11.72'	N 14°20'11" W
C74	68.24'	28°01'38"	33.38'	33.05'	N 07°09'38" E

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.36'	S 25°38'48" E
L2	18.20'	S 29°40'58" W
L3	18.20'	N 29°40'58" E
L4	40.07'	N 25°38'48" W
L5	11.71'	S 25°38'48" E
L6	28.36'	N 25°38'48" W
L7	18.20'	N 29°40'58" E
L9	28.36'	N 25°38'48" W
L10	18.20'	N 29°40'58" E
L11	54.00'	N 24°40'35" E
L12	18.20'	N 29°40'58" E
L13	28.36'	N 25°38'48" W
L14	52.00'	N 65°19'25" W

COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE – SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Executive Summary

Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements and acceptance of the plat dedications for the final plat of Inland Village, Application Number PL20170003955 (FP) and Application Number PL20180002642 (SDPA), and authorize the release of the maintenance security in the amount of $14,522.75.

OBJECTIVE: To have the Board of County Commissioners (Board) accept final approval of the infrastructure improvements associated with the subdivision, accept the plat dedications, and release the maintenance security.

CONSIDERATIONS:

1. On November 22, 2024, the Growth Management Department granted final site acceptance of the roadway and drainage improvements in Inland Village under PL20180002642 (SDPA).

2. The project's property owners association will maintain the roadway and drainage improvements.

3. The required improvements have been constructed in accordance with the Land Development Code. On November 22, 2024, the Growth Management Department inspected them and recommends their final acceptance.

4. A resolution for final acceptance has been prepared by staff and approved by the County Attorney's Office. The resolution is a requirement of Section 10.02.05 C of the Land Development Code. A copy of the resolution is attached.

FISCAL IMPACT: The project's homeowners association will maintain the roadway and drainage improvements. The existing security of $14,522.75 will be released upon Board approval. It is based on the work performed and completed and pursuant to the terms of the Construction and Maintenance Agreement dated October 28, 2022.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. - DDP

RECOMMENDATIONS: To grant final acceptance of the roadway and drainage improvements of Inland Village, Application Number PL20170003955 (FP), and PL20180002642 (SDPA), and authorize:

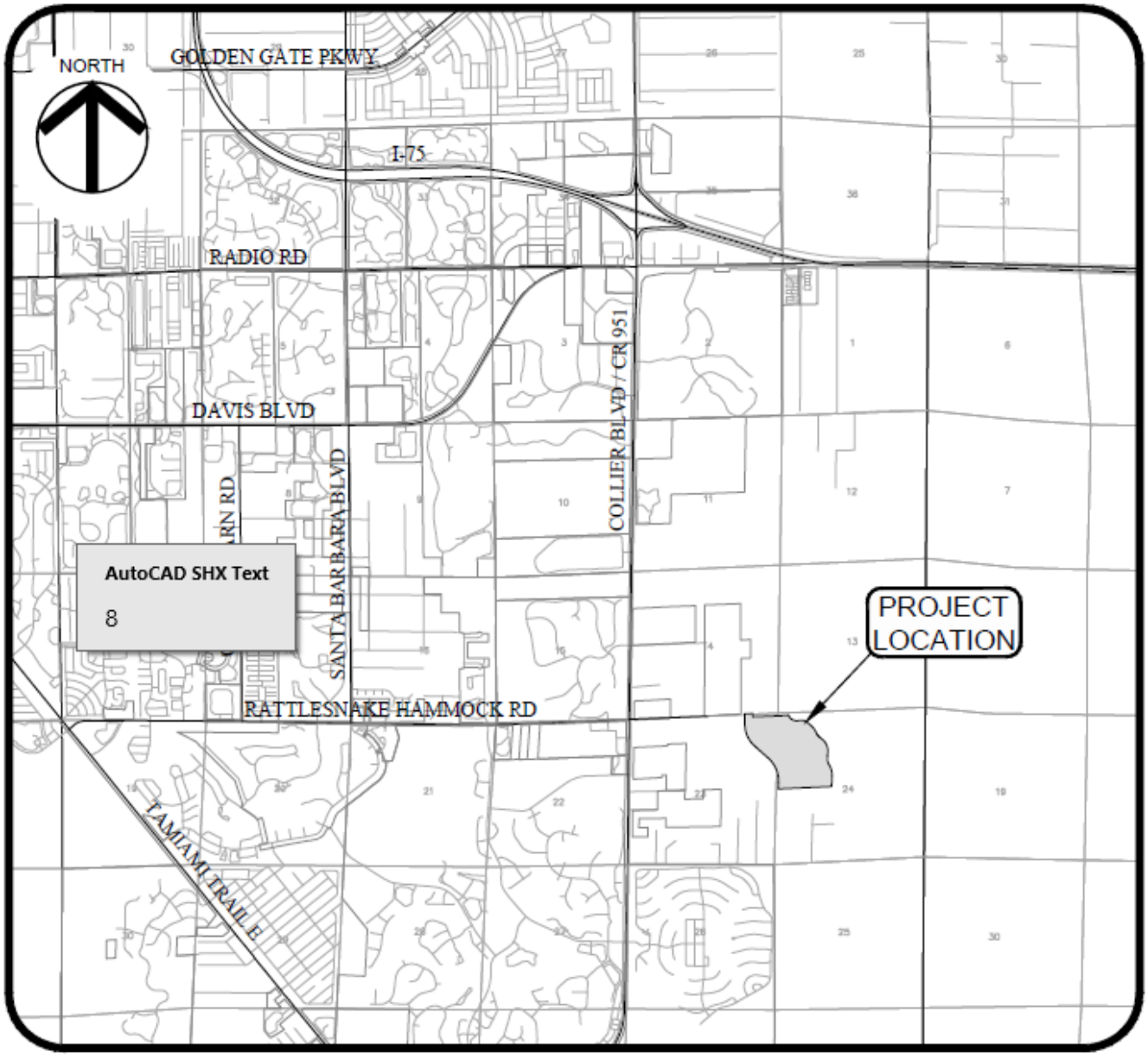
1. The Chairman to execute the attached resolution authorizing final acceptance of the improvements and plat dedications.

2. The Clerk of Courts to release the maintenance security.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review Division

ATTACHMENTS:
1. Location Map
2. Bond Basis
3. Resolution
4. Plat Map

INLAND VILLAGE



LOCATION MAP

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISON IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this 28th day of October, 2022 between STOR-ALL TAMIAMI TRAIL, LLC hereinafter referred to as "Developer", and Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

RECITALS:

A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of certain plat of a subdivision to be known as: Inland Village

B. Chapter 4 and 10 of the Collier County Land Development Code required the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer will cause to be constructed: Roadway Improvements within 18 months from the date of approval said subdivision plat, said improvements hereinafter referred to as the required improvements.

2. Developer herewith tenders its subdivision performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of $14,522.75 which amount represents 10% of the total contract cost to complete the construction plus 100% of the estimated cost of to complete the required improvements at the date of this Agreement.

3. In the event of default by the Developer or failure of the Developer to complete such improvements within the time required by the Land Development Code, Collier County, may call upon the subdivision performance security to insure satisfactory completion of the required improvements.

4. The required improvements shall not be considered complete until a statement of substantial completion by Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.

5. The County Manager or designee shall, within sixty (60) days of receipt of the statement of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the County Manager's approval of the improvements. However, in no event shall the County Manager or designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.

6. The Developer shall maintain all required improvements for a minimum period of one year after preliminary approval by the County Manager or his designee. After the one-year maintenance period by the Developer has terminated, the Developer shall petition the County Manager or designee to inspect the required improvements. The County Manager or designee shall inspect the improvements and, if found to be still in compliance with the Land Development Code as reflected by final approval by the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.

7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or designee to reduce the dollar amount of the subdivision

performance security on the basis of work complete, Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or designee. The County Manager or designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.

8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.

9. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and the respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed by their duly authorized representatives this 28th day of October, 20 22.

SIGNED IN THE PRESENCE OF:	(Name of Entity) STOR-ALL TAMIAMI TRAIL, LLC *
Witness: Mark Bergquist	By:
Printed Name: Mark Bergquist	Bert John Anderson,
Witness: Susan Glassey	As Manager
Printed Name: Susan Glassey	*Stor-All Tamiami Trail, LLC By: Stor-All Renaissance LLC By: JMA Family Investments LLC
ATTEST:	
CRYSTAL K. KINZEL, CLERK Attest as to Chairman's signature only.	BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
By: Deputy Clerk	By: Rick LoCastro, Chairman
Approved as to form and legality: Derek D. Perry, Esq. Assistant County Attorney	

EXHIBIT "A"

Subdivision Performance Security

Collier County
Growth Management Division
2800 Horseshoe Drive N.
Naples, FL 34104
239-252-2400

RECEIPT OF PAYMENT

Receipt Number: 20221041307
Transaction Number: 2022-122377
Date Paid: 12/19/2022
Amount Due: $14,522.75

Payment Details:

Payment Method	Amount Paid	Check Number
Check	$14,522.75	1010220

Amount Paid: $14,522.75
Change / Overage: $0.00
Contact: STOR ALL
141 SE 1ST STREET
DEERFIELD BEACH, FL 33441

FEE DETAILS:

Fee Description	Reference Number	Original Fee	Amount Paid	GL Account
Refundable Bonds	PL20170003955	$14,522.75	$14,522.75	131-000000-220113

Cashier Name: Vanessa.McHenry
Batch Number: 11603
Entered By: LuciaMartin

STOR•ALL 141 S.E. 1st STREET, DEERFIELD BEACH, FL 33441

Stor-All Construction, Inc

BOCC--Collier County

DATE	INVOICE NO	DESCRIPTION	ACCOUNT NO.	INVOICE AMOUNT	DEDUCTION	BALANCE
11-28-22	27316-02	1100.529		14522.75	.00	14522.75

CHECK DATE	11-28-22	CHECK NUMBER	1010220	TOTAL >	14522.75	.00	14522.75

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

STOR•ALL

141 S.E. 1st STREET
DEERFIELD BEACH, FL 33441

Bank of America, NA
One Financial Plaza
Ft. Lauderdale, FL
Stor-All Construction, Inc

63-4
630

CHECK NO. 1010220
CHECK DATE 11-28-22

$*****14,522.75

PAYABLE CHECK
PAY FOURTEEN THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS AND 75/100 CENTS

PAY TO THE ORDER OF
BOCC--Collier County
PO Box 11809
Naples, FL 34101-1809

THIS CHECK VOID AFTER 90 DAYS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

Exhibit "B"

Evidence of Signing Authority

CERTIFICATE OF THE MEMBERS OF
STOR-ALL TAMIAMI TRAIL, LLC

The undersigned, Nathaniel A. Vitan, hereby certifies that he is the duly elected, qualified and acting Secretary of PS Florida One, Inc., a Delaware corporation ("**PS**"), with access to the books and records of PS, and its affiliates.

The undersigned, Jeffrey M. Anderson, hereby certifies that he is the Manager of JMA Family Investments, LLC, which is the Manager of Stor-All Renaissance LLC, which is the Manager of Stor-All Tamiami Trail, LLC, a Florida limited liability company ("**Stor-All**"), with access to the books and records of Stor-All and its affiliates.

The undersigned hereby certify on behalf of their respective entities that:

1. Stor-All Tamiami Trail, LLC, a Delaware limited liability company (the "**Company**"), is the owner of record of that certain property located at 13100 Tamiami Trail, Naples, FL (the "**Property**").

2. Pursuant to that certain Limited Liability Company Agreement of the Company dated November 6, 2017 (as may have been amended, the "**LLC Agreement**"): (i) PS and Stor-All are the Members of the Company; (ii) PS is the Manager of the Company and, as Manager, is authorized and empowered to act on behalf of the Company; and (iii) Stor-All may exercise the power and authority of Manager of the Company solely for certain limited purposes relating to the entitlement and development of the Property, and is authorized and empowered to act on behalf of the Company in such capacity.

3. Subject to the terms and conditions of the LLC Agreement, any one of (a) Bert John Anderson (a/k/a John Anderson), Jeffrey Anderson or Larry Anderson, on behalf of Stor-All, in its capacity as Manager of the Company for the limited purposes described above, or (b) Andres Friedman, Sharon Linder or Joseph Tomlinson, on behalf of PS, in its capacity as Manager of the Company, is, acting alone, authorized to execute and deliver any and all documents reasonably required by the City, County or State where the Property is located (or any of their respective departments or political subdivisions) in connection with the entitlement and development of the Property as a self-storage facility, including: all applications, pre-application submittals, permits, notices (including commencement and completion notices), letters, authorizations (including letters of authorization), easements, dedications, covenants, declarations, agreements, bonds, certificates, and such other related or similar municipal, county or state documents or forms required in connection with the foregoing purposes.

4. This certificate remains in effect until a notice or certificate of revocation is issued.

-remainder of page intentionally blank; signature page follows-

IN WITNESS WHEREOF, the undersigned have signed this certificate on this 7th day of March, 2022.

Nathaniel A. Vitan
Secretary of PS Florida One, Inc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } *S.S.*

On March 7, 2022, before me, Sarah You, a Notary Public in and for said County and State, personally appeared, Nathaniel A. Vitan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, such person, or the entity upon behalf of which such person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SARAH YOU
Notary Public - California
Los Angeles County
Commission # 2305642
My Comm. Expires Sep 28, 2023

Signature: _____

(Notary Seal)

-signatures continue next page-

Jeffrey M. Anderson
Manager of JMA Family Investments, LLC, the manager of Stor-All Renaissance LLC, the manager of SAR Tamiami Trail, LC

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 14th day of March, 2020, by Jeffrey M. Anderson, as Manager of JMA Family Investments, LLC, a Florida limited liability company, on behalf of the entity, who is either [ ] personally known to me or who [ ] produced _____ (type of identification) as identification.

Notary Public State of Florida
Mark Bergquist
My Commission HH 097166
Expires 02/24/2025

Notary Public: Mark Bergquist

Print Name: Mark Bergquist

My Commission Expires: 2/24/25

Personally Known X (OR) Produced Identification _____

Type of identification produced _____

Collier County
Growth Management Department
Development Review Division

June 16, 2021

JR Evans Engineering
9351 Corkscrew Rd. Suite 102
Estero, FL 33928

Re: Preliminary Acceptance Letter:
Project Number: PL20210000619
Project Name: Inland Village - Phase 1 (SAP)

Dear JR Evans Engineering :

Development Review Staff has reviewed the preliminary certifications and record drawings for this project; conducted an SAP inspection on June 16, 2021; and determined your project's preliminary acceptance as it is in substantial conformance with approved plans, permits, and specifications.

As the Engineer of Record, you are obligated to familiarize the owner with the operation of the infrastructure components of the site. The owner is responsible for site maintenance.

If you should have any questions or if we may be of assistance, please advise us at 239-252-2417.

Sincerely,

Development Review Division

Growth Management Department
2800 N. Horseshoe Dr.
Naples, Florida 34104
239-252-2400

Collier County
Growth Management Department
Development Review Division

July 13, 2021

J.R. Evans Engineering
9351 Corkscrew Rd.
Suite 102
Estero, FL 33928

RE: Final Utility Acceptance PL20210000392
Inland Village
One-Step Conveyance

To Whom It May Concern:

This letter serves as notice that all utility provisions for Inland Village have been satisfied. On July 13, 2021, the Board of County Commissioners granted this project final utilities acceptance.

Should you have any questions, please feel free to contact me at (239) 252-2987.

Sincerely,

Lucia S. Martin

Lucia S. Martin
Associate Project Manager
Development Review Division
Growth Management Department

cc: Utility file

RESOLUTION NO. 25-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AUTHORIZING FINAL ACCEPTANCE OF CERTAIN ROADWAY AND DRAINAGE IMPROVEMENTS AND PLAT DEDICATIONS IN AZURE AT INLAND VILLAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 73, PAGES 9 THROUGH 10, RELEASE OF THE MAINTENANCE SECURITY.

WHEREAS, the Board of County Commissioners of Collier County, Florida, on May 8, 2018, approved the plat of Inland Village for recording; and

WHEREAS, the Developer has constructed and maintained the roadway and drainage improvements in accordance with the approved plans and specifications as required by the Land Development Code (Collier County Ordinance No. 04-41, as amended); and

WHEREAS, the Developer is requesting final acceptance of the roadway and drainage improvements and release of the maintenance security; and

WHEREAS, the Development Review Division has inspected the roadway and drainage improvements, and is recommending acceptance of said facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that final acceptance is hereby granted for those roadway and drainage improvements and plat dedications in Inland Village, pursuant to the plat thereof recorded in Plat Book 73, pages 9 through 10, and the Clerk is hereby authorized to release the maintenance security.

BE IT FURTHER RESOLVED AND ORDERED that the roadway and drainage improvements within Inland Village will be maintained privately in the future and will not be the responsibility of Collier County.

This Resolution adopted after motion, second and majority vote favoring same, this _____ day of _____ 2025.

DATE:
ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

DDP 12/2/24

[17-EIS-03709/1906811/1]

CAO

Inland Village

PLAT BOOK 73 PAGE 9

SHEET 1 OF 2

A SUBDIVISION LYING WITHIN SECTION 3 TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY MOST CORNER OF THOSE CERTAIN LANDS DESCRIBED AS "PARCEL 4" AND RECORDED IN OFFICIAL RECORDS BOOK 4380, PAGE 3511 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING THE SOUTHWESTERLY MOST CORNER OF THOSE CERTAIN LANDS DESCRIBED AS "PARCEL 117FEE" AND RECORDED IN OFFICIAL RECORDS BOOK 4901, PAGE 28 OF SAID PUBLIC RECORDS; THENCE NORTH 35°34'22" EAST, ALONG THE NORTHWESTERLY LINE OF LAST OF SAID LANDS, A DISTANCE OF 10.00 FEET TO NORTHWESTERLY MOST CORNER OF SAID "PARCEL 117FEE" AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 35°34'22" EAST, ALONG THE BOUNDARY OF SAID "PARCEL 4", A DISTANCE OF 390.00 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID "PARCEL 4"; THENCE SOUTH 54°25'38" EAST, ALONG THE NORTHEASTERLY BOUNDARIES OF "PARCEL 4", "PARCEL 3" AND "PHASE 2 REMAINDER", ALL OF SAID OFFICIAL RECORDS BOOK 4380, PAGE 3511, A DISTANCE OF 896.00 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID "PHASE 2 REMAINDER"; THENCE SOUTH 35°34'22" WEST, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID "PHASE 2 REMAINDER", A DISTANCE OF 400.00 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID "PHASE 2 REMAINDER"; THENCE NORTH 54°25'38" WEST, ALONG THE SOUTHWESTERLY BOUNDARIES OF SAID "PHASE 2 REMAINDER" AND SAID "PARCEL 3", A DISTANCE OF 524.21 FEET TO THE SOUTHEASTERLY MOST CORNER OF THOSE CERTAIN LANDS DESCRIBED AS "PARCEL 118FEE" AND RECORDED IN SAID OFFICIAL RECORDS BOOK 4901, PAGE 28 OF SAID PUBLIC RECORDS; THENCE NORTH 35°35'42" EAST, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID "PARCEL 118FEE", A DISTANCE OF 10.00 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID "PARCEL 118FEE"; THENCE NORTH 54°25'38" WEST, ALONG THE NORTHEASTERLY BOUNDARIES OF SAID "PARCEL 118FEE" AND "PARCEL 117FEE", A DISTANCE OF 371.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 354,682 SQUARE FEET OR 8.142 ACRES, MORE OR LESS.

DEDICATIONS/RESERVATION

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS THAT STOR-ALL TAMIAMI TRAIL, LLC, A DELAWARE LIMITED LIABILITY COMPANY (DEVELOPER), THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT ENTITLED "INLAND VILLAGE" TO BE MADE AND DOES HEREBY:

A. DEDICATE TO THE HOME CENTER PLAZA PROPERTY OWNERS ASSOCIATION, INC.

1. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

2. ALL INLAND VILLAGE UTILITY EASEMENTS (I.V.U.E.) AS DEPICTED, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF PRIVATE UTILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

4. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) AS DEPICTED, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION AND MAINTENANCE OF LANDSCAPING, IRRIGATION, LIGHTING, WALLS AND COMMUNITY SIGNAGE, SUBJECT TO THE EASEMENTS DEPICTED HEREON. WITH RESPONSIBILITY FOR MAINTENANCE.

5. A RIGHT OF ACCESS OVER THOSE AREAS INDICATED ON THE PLAT AS DRAINAGE EASEMENTS (D.E.) AS DEPICTED, FOR THE PURPOSE OF ACCESS TO THE SAME FOR CONSTRUCTION, INSTALLATION AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO COLLIER COUNTY:

1. ALL DRAINAGE EASEMENTS (D.E.), AS DEPICTED WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL ACCESS EASEMENTS (A.E.), AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

C. DEDICATE PUBLIC UTILITY EASEMENTS (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES:

ALL PLATTED PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

D. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE GREATER NAPLES FIRE RESCUE DISTRICT:

A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS THE PLATTED AREA FOR THE SOLE PURPOSE OF PERMITTING EMERGENCY AND SERVICE VEHICLES THEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE THEREOF.

E. RESERVE TO DEVELOPER:

TRACT "A", SUBJECT TO EASEMENTS SHOWN HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

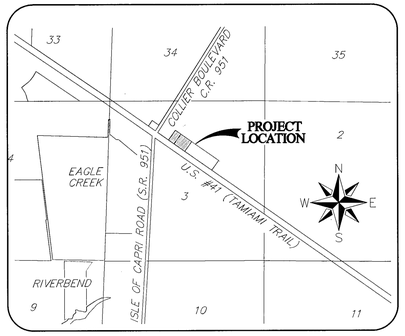
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 15th DAY OF February, 2023, A.D.

WITNESSES:

Steve Wood
SIGNATURE
Steve Wood
PRINT NAME
Wendy Elliott
SIGNATURE
Wendy Elliott
PRINT NAME

STOR-ALL TAMIAMI TRAIL, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
BY: STOR-ALL RENAISSANCE LLC, A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER MEMBER
BY: JMA FAMILY INVESTMENTS LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANGER. .

BY: _____
BERT JOHN ANDERSON, ITS MANAGER



LOCATION MAP

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOT A CERTIFIED COPY

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 15th DAY OF February, 2023, A.D., BY Bert John Anderson, AS Manager OF STOR-ALL TAMIAMI TRAIL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Mark Bergquist
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT (AFFIX SEAL)

Mark Bergquist
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

Notary Public State of Florida
Mark Bergquist
My Commission HH 097166
Expires 02/24/2025

CERTIFICATE OF ACCEPTANCE

THE DEDICATIONS TO HOME CENTER PLAZA PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ACCEPTED THIS 15th DAY OF February, 2023.

ATTEST:
BY: _____
PRINT NAME: Bert John Anderson
TITLE: DIRECTOR

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 15th DAY OF February, 2023, A.D., BY Bert John Anderson, DIRECTOR OF HOME CENTER PLAZA PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ON BEHALF OF THE CORPORATION, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Mark Bergquist
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT (AFFIX SEAL)

Mark Bergquist
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

Notary Public State of Florida
Mark Bergquist
My Commission HH 097166
Expires 02/24/2025

SURVEY NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

2. UNLESS OTHERWISE NOTED, ALL CURVES ARE TANGENTIAL AND CIRCULAR.

3. BEARINGS ARE BASED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD # 90 (TAMIAMI TRAIL) AS BEING NORTH 54°25'38" WEST AND RELATE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM FOR FLORIDA ZONE EAST, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/90).

4. THE CURRENT ZONING FOR THIS PLAT IS C-3 AND C-5. LOT 1 IS CURRENTLY ZONED AS C-5 AND LOT 2 IS CURRENTLY ZONED C-3. THESE ZONES ARE SUBJECT TO CHANGE.

5. SUBJECT PROPERTY AFFECTED BY JOINT OPERATION, MAINTENANCE, AND EASEMENT AGREEMENT FOR S3G HOLDINGS, LLC; ABC LIQUORS, INC.; SOUTHERN DEVELOPMENT COMPANY, INC.; AND CNM ENTERPRISES, LLC, DATED JUNE 16, 2010, AND RECORDED IN OFFICIAL RECORDS BOOK 4980, PAGE 706, OF COLLIER COUNTY, FLORIDA.

6. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR HOME CENTER PLAZA BY AND BETWEEN CNM ENTERPRISES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SOUTH NAPLES CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND ROOK AT NAPLES II, LLC, A FLORIDA LIMITED LIABILITY COMPANY (COLLECTIVELY THE "OWNERS") DATED OCTOBER 31, 2014, AND RECORDED IN OFFICIAL RECORDS BOOK 5090, PAGE 2911, OF COLLIER COUNTY, FLORIDA,

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS 27th DAY OF FEBRUARY, 2023, A.D.

_____
JACK MCKENNA, P.E.
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS 27th DAY OF FEBRUARY, 2023, A.D.

Marcus L. Berman
MARCUS L. BERMAN, P.S.M. #5086
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 3RD DAY OF MARCH, 2023, A.D.

Derek D. Perry
DEREK D. PERRY
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF COLLIER

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS 8TH DAY OF MARCH, 2023, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

by: Jennifer Hansen DC.
ATTEST
CRYSTAL K. KINZEL, CLERK
OF CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA

_____
RICK LOCASTRO, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA.

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 2:00 (A.M. OR P.M.) THIS 8th DAY OF March, 2023, A.D., AND DULY RECORDED IN PLAT BOOK 73, PAGE(S) 9 THROUGH 10, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

_____
CRYSTAL K. KINZEL, CLERK
OF THE CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES.
IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

RHODES & RHODES LAND SURVEYING, INC.

_____ 2/14/2023
JOHN SCOTT RHODES, P.S.M. NO. 5739 DATED

JOHN SCOTT RHODES CERTIFICATE NO. 5739 STATE OF FLORIDA REGISTERED SURVEYOR

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739

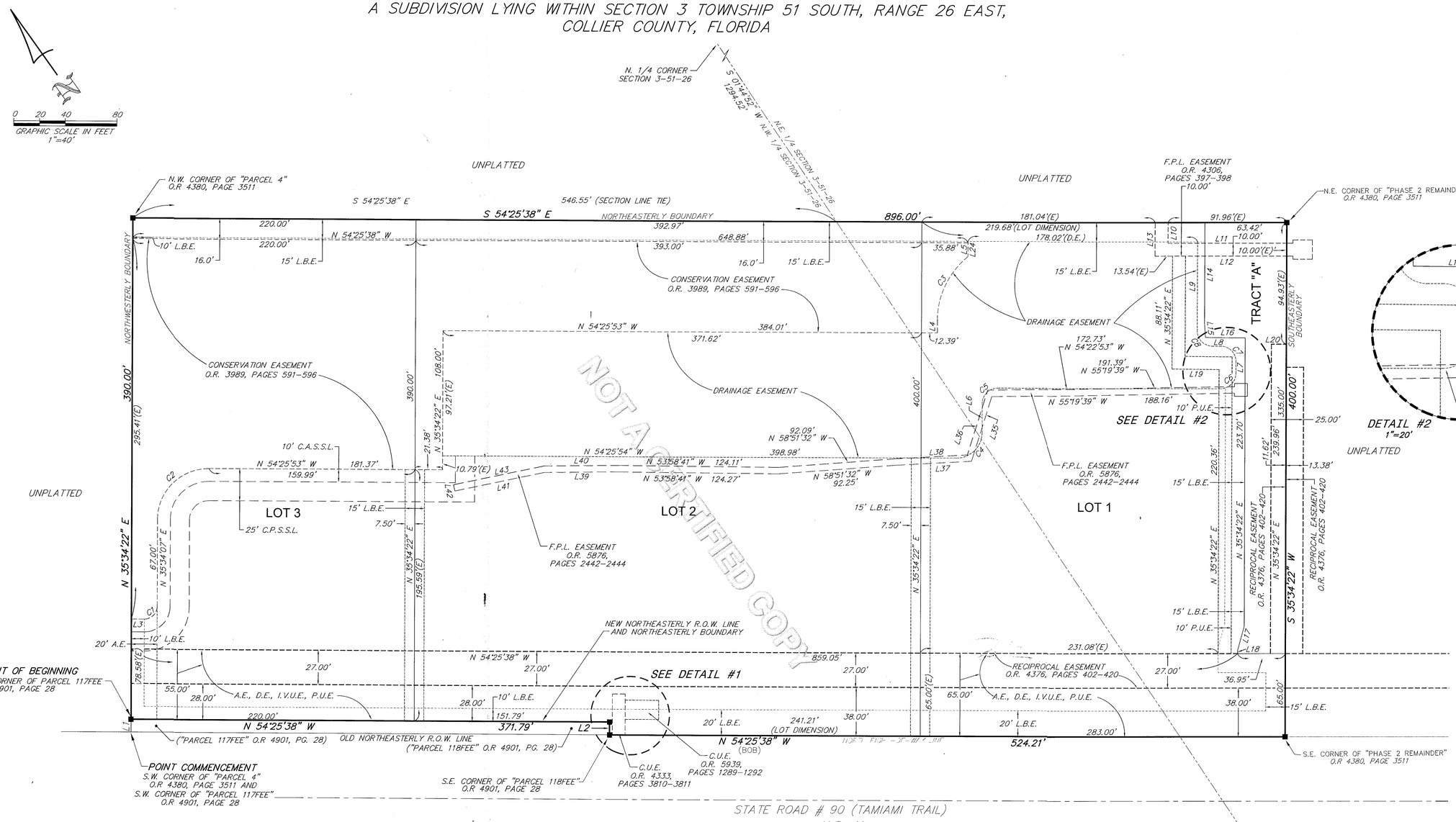
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Inland Village

PLAT BOOK 73 PAGE 10

SHEET 2 OF 2

A SUBDIVISION LYING WITHIN SECTION 3 TOWNSHIP 51 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA



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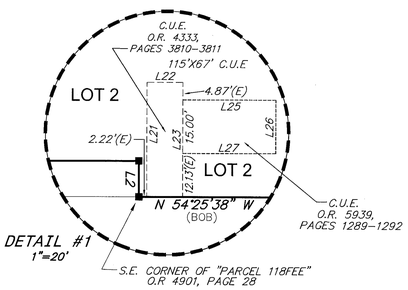


LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	N 35°34'22" E
L2	10.00'	S 35°35'42" W
L3	10.02'	N 54°25'53" W
L4	10.00'	N 35°34'07" E
L5	10.81'	N 35°34'11" E
L6	22.26'	N 35°35'22" E
L7	9.13'	N 35°34'22" E
L8	6.14'	N 54°25'52" W
L9	69.33'	N 35°34'08" E
L10	16.06'	N 35°34'22" E
L11	91.96'	N 54°25'38" W
L12	101.96'	N 54°25'38" W
L13	26.06'	N 35°34'22" E
L14	78.70'	N 35°34'22" E
L15	10.83'	N 31°18'02" E
L16	30.67'	N 53°40'48" W
L17	19.39'	N 50°30'47" E
L18	2.66'	N 35°34'22" E
L19	36.47'	N 53°40'48" W
L20	11.62'	N 54°25'38" W
L21	32.00'	N 35°34'22" E
L22	10.00'	N 54°25'38" W

LINE TABLE		
LINE	LENGTH	BEARING
L23	32.00'	N 35°34'22" E
L24	11.82'	N 35°34'11" E
L25	26.00'	N 54°26'57" W
L26	15.00'	N 35°33'03" E
L27	26.00'	N 54°26'57" W
L28	2.45'	N 35°34'22" E
L29	8.13'	N 54°25'38" W
L30	1.87'	N 54°25'38" W
L31	10.00'	N 35°34'22" E
L32	1.86'	N 54°25'38" W
L33	8.14'	N 54°25'38" W
L34	2.46'	N 35°34'22" E
L35	52.38'	N 52°49'15" E
L36	52.53'	N 52°49'15" E
L37	58.29'	N 57°37'50" W
L38	54.87'	N 57°37'50" W
L39	57.46'	N 55°11'41" W
L40	58.00'	N 55°11'41" W
L41	70.93'	N 66°22'40" W
L42	5.00'	N 23°37'20" E
L43	71.91'	N 66°22'40" W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	10.00'	90°00'00"	15.71'	14.14'	N 80°34'07" E
C2	40.00'	90°00'00"	62.83'	56.57'	N 80°34'07" E
C3	64.00'	50°44'31"	56.68'	54.85'	N 60°56'22" E
C4	20.00'	89°57'03"	31.40'	28.27'	N 80°35'22" E
C5	12.00'	90°03'20"	18.86'	16.98'	N 80°37'57" E
C6	11.93'	90°23'45"	18.82'	16.93'	N 80°25'14" E
C7	12.00'	90°00'13"	18.85'	16.97'	N 09°25'45" W
C8	12.00'	90°00'00"	18.85'	16.97'	N 09°25'52" W

LEGEND:

B.O.B.	BASIS OF BEARING
R.O.W.	RIGHT-OF-WAY
O.R.	OFFICIAL RECORDS BOOK
PRM	INDICATES PERMANENT REFERENCE MONUMENT
(E)	INDICATES EASEMENT TIE
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT
D.E.	INDICATES DRAINAGE EASEMENT
A.E.	INDICATES ACCESS EASEMENT
F.P.L.	INDICATES FLORIDA POWER AND LIGHT
I.V.U.E.	INDICATES INLAND VILLAGE UTILITY EASEMENT
■	INDICATES SET PERMANENT REFERENCE MONUMENT (5/8" X 18" IRON ROD CAPPED "PRM LB 6897") (UNLESS OTHERWISE NOTED)
C.P.S.S.L.	CONSERVATION PRINCIPLE STRUCTURE SETBACK LINE
C.A.S.S.L.	CONSERVATION ACCESSORY STRUCTURE SETBACK LINE

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739

RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Executive Summary

Recommendation to approve a Resolution for final acceptance of the private roadway and drainage improvements and acceptance of the plat dedications for the final plat of Isles of Collier Preserve Phase 9, Application Number PL20160001197, and authorize the release of the maintenance security in the amount of $262,678.

OBJECTIVE: To have the Board of County Commissioners (Board) grant final acceptance of the infrastructure improvements associated with the subdivision, accept the plat dedications, and authorize the release of the maintenance security.

CONSIDERATIONS:

1. The Growth Management Department granted preliminary acceptance of the roadway and drainage improvements in Isles of Collier Preserve Phase 9 on March 12, 2021.

2. Isles of Collier Preserve Property Owners Association, Inc. will maintain the roadway and drainage improvements.

3. The required improvements have been constructed in accordance with the Land Development Code. On October 30, 2024, the Growth Management Department inspected them and recommends their final acceptance.

4. A resolution for final acceptance has been prepared by staff and approved by the County Attorney's Office. The resolution is a requirement of Section 10.02.05 C of the Land Development Code. A copy of the resolution is attached.

FISCAL IMPACT: Isles of Collier Preserve Property Owners Association, Inc., will maintain the roadway and drainage improvements. The existing security of $262,678 will be released upon Board approval. Based on the work performed and completed pursuant to the terms of the Construction and Maintenance Agreement dated March 21, 2018, the original security of $1,254,260 has been reduced to the current amount of $262,678.

GROWTH MANAGEMENT IMPACT: There is no growth management impact.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. - DDP

RECOMMENDATIONS: To grant final acceptance of the roadway and drainage improvements in Isles of Collier Preserve Phase 9, Application Number PL20160001197, and authorize:

1. The Chairman to execute the attached resolution authorizing final acceptance of the improvements and plat dedications.

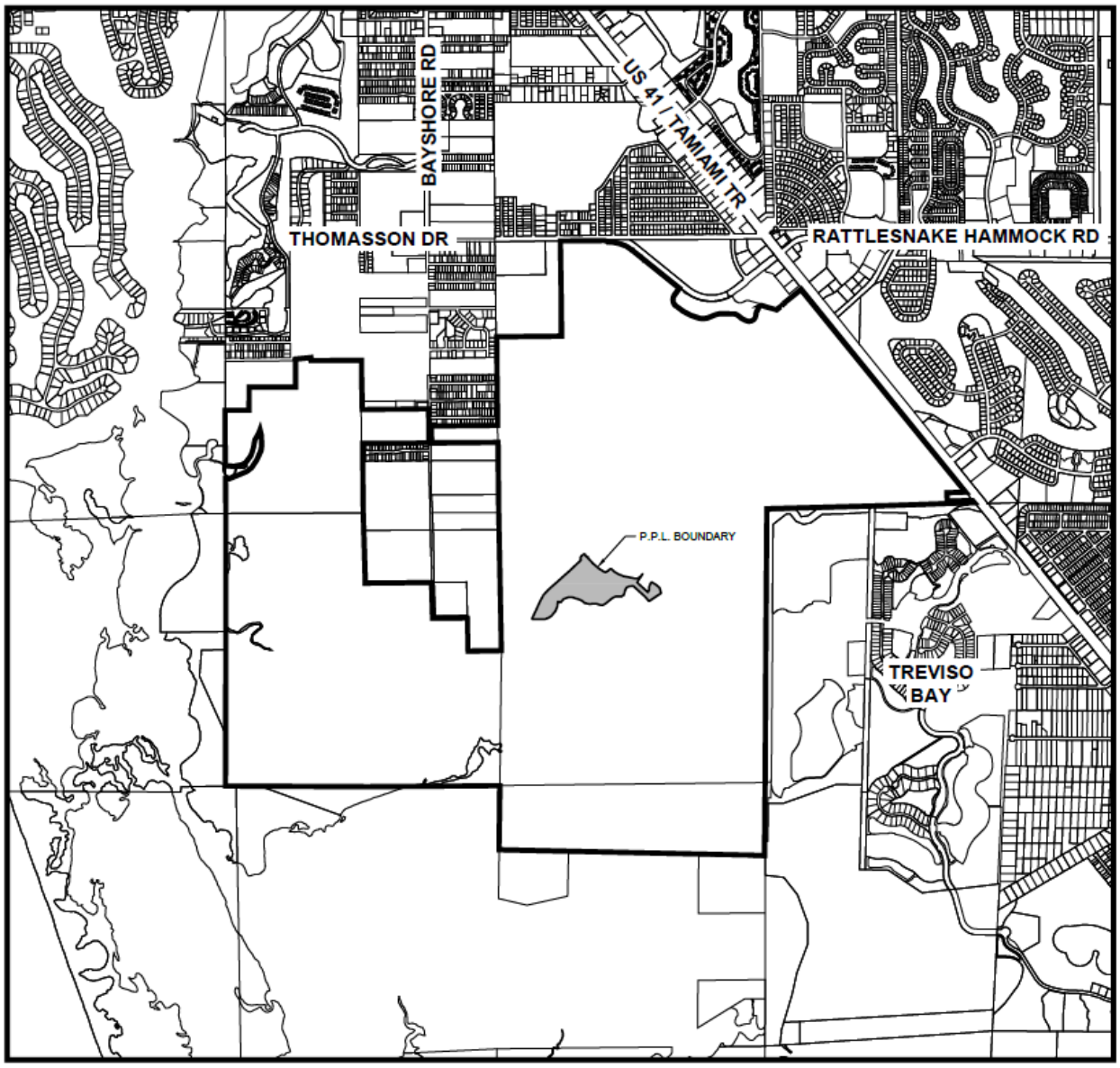
2. The Clerk of Courts to release the maintenance security.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review

ATTACHMENTS:

1. Location Map
2. Bond Basis
3. Resolution
4. Plat Map

ISLES OF COLLIER PRESERVE PHASE 9



LOCATION MAP

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this 21st day of MARCH, 2018 between Minto Sabal Bay, LLC hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board.

RECITALS:

A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of a certain plat of a subdivision to be known as: "The Isles of Collier Preserve Phase 9"

B. Chapters 4 and 10 of the Collier County Land Development Code requires the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer will cause to be constructed: the required subdivision improvements – see attached OPC from Barraco and Associates, Inc. within 24 months from the date of approval said subdivision plat, said improvements hereinafter referred to as the required improvements.

2. Developer herewith tenders its subdivision performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of $1,254,260.00 which amount represents 10% of the total contract cost to complete construction plus 100% of the estimate cost of to complete the required improvements at the date of this Agreement.

3. In the event of default by the Developer or failure of the Developer to complete such improvements within the time required by the Land Development Code, Collier County, may call upon the subdivision performance security to insure satisfactory completion of the required improvements.

4. The required improvements shall not be considered complete until a statement of substantial completion by Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.

5. The County Manager or his designee shall, within sixty (60) days of receipt of the statement of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the County Manager's approval of the improvements. However, in no event shall the County Manager or his designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.

6. The Developer shall maintain all required improvements for a minimum period of one year after preliminary approval by the County Manager or his designee. After the one year maintenance period by the Developer has terminated, the Developer shall petition the County Manager or his designee to inspect the required improvements. The County Manager or his designee shall inspect the improvements and, if found to be still in compliance with the Collier County Land Development Code as reflected by final approval by the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.

7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or his designee to reduce the dollar amount of the subdivision performance security on the basis of work complete, Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or his designee. The County Manager or his designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.

8. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or his designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.

9. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and the respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed by their duly authorized representatives this 21st day of March, 2018.

SIGNED IN THE PRESENCE OF:

Printed name Dayana Infante

Printed name Charlene A. Mello

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Scott A. Stout, Assistant County Attorney

(Name of Entity) MINTO SABAL BAY, LLC

By: _____

Printed Name/Title: William Bullock, Vice President
(President/VP, or CEO)
(Provide Proper Evidence of Authority)

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
~~Chairwoman, Georgia A. Hiller, Esq.~~
Andy Solis, Chairman

Attest as to Chairman's signature only.

PERFORMANCE BOND

BOND NO. 80130955

KNOW ALL PERSONS BY THESE PRESENTS: that

Minto Sabal Bay, LLC (Name of Owner)

440 W. Sample Road, Suite 200 (Address of Owner)

Coconut Creek, FL 33703 (Address of Owner)

(Hereinafter referred to as "Owner") and

The Guarantee Company of North America USA (Name of Surety)

One Town Square, Suite 1470 (Address of Surety)

Southfield, MI 48076 (Address of Surety)

(248) 281-0281 (Telephone Number)

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of One Million Two Hundred Fifty Four Thousand Two Hundred Sixty and 00/100 Dollars ($1,254,260.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board of a certain subdivision plat named Isles of Collier Preserve Phase 9 and that certain subdivision shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of final acceptance by the Board of County Commissioners of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period").

NOW THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the

Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 13th day of March, 2018.

WITNESSES:

Print Name: CANDY LUKE

Print Name: LINDA YONKE

Minto Sabal Bay, LLC

By: Lillian Costello

Lillian Costello
V. P. of Finance

Printed Name/Title
(Provide Proper Evidence of Authority)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS 13th DAY OF March, 2018, BY Lillian Costello AS Vice President OF MINTO SABAL BAY, LLC WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED LICENSE AS IDENTIFICATION.

Notary Public - State of FLORIDA

Printed Name Laura LaFauci

LAURA LAFAUCI
MY COMMISSION # FF 947789
EXPIRES: February 13, 2020
Bonded Thru Notary Public Underwriters

(SEAL)

WITNESSES:

Jeannie Reinoso, Surety Witness

Jacqueline Llorente, Surety Witness

The Guarantee Company of North America USA

By: Claudette Alexander Hunt

Claudette Alexander Hunt, Attorney in Fact
Printed Name/Title
(Provide Proper Evidence of Authority)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS 13th DAY OF MARCH, 2018 BY CLAUDETTE ALEXANDER HUNT AS ATTORNEY IN FACT OF THE GUARANTEE COMPANY OF NORTH AMERICA USA WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED LICENSE AS IDENTIFICATION.

Notary Public - State of Florida

Printed Name, Camille M. Cruz

CAMILLE M. CRUZ
Commission # GG 112026
Expires August 5, 2021
Bonded Thru Budget Notary Services

(SEAL)

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Claudette Alexander Hunt, Jacqueline Jordan Hampton
Aon Risk Services, Inc. of Florida

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto. bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt.

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 13 day of March, 2018.

Randall Musselman, Secretary

ENGINEER'S OPINION OF PROBABLE COST

for the construction of

Isles of Collier Preserve Phase 9

Plat Bond

August 25, 2016

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
I.	**EARTHWORK**				
110-2	Erosion Control	1	LS	$7,500.00	$7,500.00
575-1	Sodding	24,500	SY	$1.85	$45,325.00
				SUB-TOTAL	**$52,825.00**
II.	**ROADWAY**				
160-1	Type "B" Stabilization (12")	5,842	SY	$2.00	$11,684.00
200-1	Limerock Base w/Prime Coat (6")	3,818	SY	$7.00	$26,726.00
331-1	Asphalt Concrete Type S-III 3/4" (1st Lift)	3,818	SY	$4.50	$17,181.00
331-2	Asphalt Concrete Type S-III 3/4" (Final Lift)	3,818	SY	$3.75	$14,317.50
520-1	Type "F" Curb	2,987	LF	$9.00	$26,883.00
522-1	4" Concrete Sidewalk	2,797	SY	$20.00	$55,940.00
522-2	ADA Ramps w/ Detectable Warning	8	EA	$450.00	$3,600.00
700-1	Signing and Pavement Markings	1	LS	$5,000.00	$5,000.00
A.	Bridge Crossing **	1	LS	$975,000.00	$975,000.00
				SUB-TOTAL:	**$1,136,331.50**
III.	**DRAINAGE**				
425-1	Control Structure Inlet	1	EA	$5,000.00	$5,000.00
425-2	Type "9" Inlet	8	EA	$2,900.00	$23,200.00
425-3	Type "C" Inlet	1	EA	$3,000.00	$3,000.00
425-4	4' Junction Box	1	EA	$2,000.00	$2,000.00
425-5	18" Endwall	1	EA	$1,500.00	$1,500.00
425-6	24" Endwall	2	EA	$2,500.00	$5,000.00

16A34

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
425-7	Control Structure Weir	1	EA	$2,800.00	$2,800.00
430-1	18" RCP Storm Sewer	473	LF	$39.00	$18,447.00
430-2	24" RCP Storm Sewer	213	LF	$55.00	$11,715.00
430-3	18" ADS Storm Sewer	85	LF	$30.00	$2,550.00
530-1	6"-8" Rip Rap	56	SY	$40.00	$2,240.00
530-2	8"-12" Rip Rap	112	SY	$90.00	$10,080.00
				SUB-TOTAL:	**$87,532.00**
IV.	**WATERLINE AND ACCESSORIES**				
A.	12" DR-14 PVC Watermain	41	LF	$60.00	$2,460.00
B.	12" DR-18 PVC Watermain	1,309	LF	$40.00	$52,360.00
C.	12" Gate Valve	7	EA	$3,000.00	$21,000.00
D.	Fire Hydrant Assembly	4	EA	$3,500.00	$14,000.00
E.	Directional Bore (24" DR-11 Casing)	352	LF	$240.00	$84,480.00
F.	Directional Bore (14" DR-11 Carrier)	352	LF	$120.00	$42,240.00
G.	10" Gate Valve	1	EA	$1,800.00	$1,800.00
H.	10" DR-14 PVC Watermain	40	LF	$50.00	$2,000.00
I.	10" DR-18 PVC Watermain	62	LF	$36.00	$2,232.00
J.	8" Gate Valve	1	EA	$2,500.00	$2,500.00
K.	8" DR-14 PVC Watermain	33	LF	$46.00	$1,518.00
L.	8" DR-18 PVC Watermain	55	LF	$33.00	$1,815.00
M.	Permanent Bacterial Sample Point	1	EA	$1,200.00	$1,200.00
N.	Air Release Valve	5	EA	$2,000.00	$10,000.00
O.	Sub Aqueous Valve Vault	1	EA	$1,200.00	$1,200.00
P.	Single Water Service	1	EA	$1,500.00	$1,500.00
				SUB-TOTAL:	**$242,305.00**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
V.	**SEWER SYSTEM**				
A.	6" DR-18 PVC Forcemain	1,300	LF	$35.00	$45,500.00
B.	6" DR-14 PVC Forcemain	88	LF	$38.00	$3,344.00
C.	Air Release Valve	2	EA	$2,000.00	$4,000.00
D.	6" Plug Valve	3	EA	$1,200.00	$3,600.00
E.	Directional Bore (16" DR-11 Casing)	339	LF	$160.00	$54,240.00
F.	Directional Bore (8" DR-11 Carrier)	339	LF	$75.00	$25,425.00
G.	4" DR-18 PVC Forcemain	7	LF	$24.00	$168.00
H.	4" Plug Valve	1	EA	$900.00	$900.00
H.	8" SDR-26 Sanitary Sewer	494	LF	$45.00	$22,230.00
I.	4' Manhole	2	EA	$6,500.00	$13,000.00
J.	Liftstation Wetwell	1	EA	$40,000.00	$40,000.00
				SUB-TOTAL:	**$212,407.00**
VI.	**LANDSCAPING**				
A.	Littoral Shelf Planting Area	26,247	SF	$1.50	$39,370.50
B.	Wetland Filter Marsh Planting Area/Created Wetland	23,472	SF	$2.00	$46,944.00
				SUB-TOTAL:	**$86,314.50**
VII.	**IRRIGATION SYSTEM**				
A.	10" Gate Valve	6	EA	$2,800.00	$16,800.00
B.	10" DR-18 Irrigation Main	1,379	LF	$36.00	$49,644.00
C.	10" DR-14 Irrigation Main	83	LF	$50.00	$4,150.00
D.	Single Irrigation Services	10	EA	$400.00	$4,000.00
E.	Air Release Valve	4	EA	$1,200.00	$4,800.00
F.	Directional Bore (20" DR-11 Casing)	337	LF	$200.00	$67,400.00
G.	Directional Bore (12" DR-11 Carrier)	337	LF	$95.00	$32,015.00
H.	4" Gate Valve	1	EA	$900.00	$900.00
I.	4" DR-18 Irrigation Main	24	LF	$24.00	$576.00
				SUB-TOTAL:	**$180,285.00**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
VIII.	**SITE LIGHTING**				
A.	FPL Town & Country Street Lights	14	EA	$900.00	$12,600.00
B.	LUMCA CPL0406 (Double) Concept 30	8	EA	$2,000.00	$16,000.00
				SUB-TOTAL:	**$28,600.00**
				TOTAL:	**$2,026,600.00**
				10% BOND TOTAL:	**$202,660.00**
				BOND TOTAL:	**$2,229,260.00**

Bridge Crossing ** Included in EOPC for bonding purposes only, not included in review fee or inspection fees since the review and inspections are completed through another application.

Estimated Date of Completion: 4/17
Barraco and Associates, Inc.
2271 McGregor Boulevard
P.O. Drawer 2800
Fort Myers, FL 33902-2800
Certificate of Authorization No. 7995



Timothy B. Gavin, P.E. 70675 2016.08.26 14:49:55 -04'00'

Timothy B. Gavin, P.E.
Florida P.E. No. 70675
For the Firm

This item has been electronically signed and sealed using a SHA-1 authentication code.

Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

ENGINEER'S OPINION OF PROBABLE COST

for the construction of

Isles of Collier Preserve Phase 9

Plat Bond

March 22, 2018

ITEM NO.	DESCRIPTION	ORIGINAL QUANTITY	CONSTRUCTED QUANTITY	REMAINING QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT	CONSTRUCTED AMOUNT	REMAINING AMOUNT
I.	**EARTHWORK**								
110-2	Erosion Control	1	0	1	LS	$7,500.00	$7,500.00	$0.00	$7,500.00
575-1	Sodding	24,500	0	24,500	SY	$1.85	$45,325.00	$0.00	$45,325.00
						SUB-TOTAL	**$52,825.00**	**$0.00**	**$52,825.00**
II.	**ROADWAY**								
160-1	Type "B" Stabilization (12")	5,842	0	5,842	SY	$2.00	$11,684.00	$0.00	$11,684.00
200-1	Limerock Base w/Prime Coat (6")	3,818	0	3,818	SY	$7.00	$26,726.00	$0.00	$26,726.00
331-1	Asphalt Concrete Type S-III 3/4" (1st Lift)	3,818	0	3,818	SY	$4.50	$17,181.00	$0.00	$17,181.00
331-2	Asphalt Concrete Type S-III 3/4" (Final Lift)	3,818	0	3,818	SY	$3.75	$14,317.50	$0.00	$14,317.50
520-1	Type "F" Curb	2,987	0	2,987	LF	$9.00	$26,883.00	$0.00	$26,883.00
522-1	4" Concrete Sidewalk	2,797	0	2,797	SY	$20.00	$55,940.00	$0.00	$55,940.00
522-2	ADA Ramps w/ Detectable Warning	8	0	8	EA	$450.00	$3,600.00	$0.00	$3,600.00
700-1	Signing and Pavement Markings	1	0	1	LS	$5,000.00	$5,000.00	$0.00	$5,000.00
A.	Bridge Crossing	1	1	0	LS	$975,000.00	$975,000.00	$975,000.00	$0.00
						SUB-TOTAL:	**$1,136,331.50**	**$975,000.00**	**$161,331.50**

ITEM NO.	DESCRIPTION	ORIGINAL QUANTITY	CONSTRUCTED QUANTITY	REMAINING QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT	CONSTRUCTED AMOUNT	REMAINING AMOUNT
III.	**DRAINAGE**								
425-1	Control Structure Inlet	1	0	1	EA	$5,000.00	$5,000.00	$0.00	$5,000.00
425-2	Type "9" Inlet	8	0	8	EA	$2,900.00	$23,200.00	$0.00	$23,200.00
425-3	Type "C" Inlet	1	0	1	EA	$3,000.00	$3,000.00	$0.00	$3,000.00
425-4	4' Junction Box	1	0	1	EA	$2,000.00	$2,000.00	$0.00	$2,000.00
425-5	18" Endwall	1	0	1	EA	$1,500.00	$1,500.00	$0.00	$1,500.00
425-6	24" Endwall	2	0	2	EA	$2,500.00	$5,000.00	$0.00	$5,000.00
425-7	Control Structure Weir	1	0	1	EA	$2,800.00	$2,800.00	$0.00	$2,800.00
430-1	18" RCP Storm Sewer	473	0	473	LF	$39.00	$18,447.00	$0.00	$18,447.00
430-2	24" RCP Storm Sewer	213	0	213	LF	$55.00	$11,715.00	$0.00	$11,715.00
430-3	18" ADS Storm Sewer	85	0	85	LF	$30.00	$2,550.00	$0.00	$2,550.00
530-1	6"-8" Rip Rap	56	0	56	SY	$40.00	$2,240.00	$0.00	$2,240.00
530-2	8"-12" Rip Rap	112	0	112	SY	$90.00	$10,080.00	$0.00	$10,080.00
						SUB-TOTAL:	**$87,532.00**	**$0.00**	**$87,532.00**
IV.	**WATERLINE AND ACCESSORIES**								
A.	12" DR-14 PVC Watermain	41	0	41	LF	$60.00	$2,460.00	$0.00	$2,460.00
B.	12" DR-18 PVC Watermain	1,309	0	1,309	LF	$40.00	$52,360.00	$0.00	$52,360.00
C.	12" Gate Valve	7	0	7	EA	$3,000.00	$21,000.00	$0.00	$21,000.00
D.	Fire Hydrant Assembly	4	0	4	EA	$3,500.00	$14,000.00	$0.00	$14,000.00
E.	Directional Bore (24" DR-11 Casing)	352	0	352	LF	$240.00	$84,480.00	$0.00	$84,480.00
F.	Directional Bore (14" DR-11 Carrier)	352	0	352	LF	$120.00	$42,240.00	$0.00	$42,240.00
G.	10" Gate Valve	1	0	1	EA	$1,800.00	$1,800.00	$0.00	$1,800.00
H.	10" DR-14 PVC Watermain	40	0	40	LF	$50.00	$2,000.00	$0.00	$2,000.00

ITEM NO.	DESCRIPTION	ORIGINAL QUANTITY	CONSTRUCTED QUANTITY	REMAINING QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT	CONSTRUCTED AMOUNT	REMAINING AMOUNT
I.	10" DR-18 PVC Watermain	62	0	62	LF	$36.00	$2,232.00	$0.00	$2,232.00
J.	8" Gate Valve	1	0	1	EA	$2,500.00	$2,500.00	$0.00	$2,500.00
K.	8" DR-14 PVC Watermain	33	0	33	LF	$46.00	$1,518.00	$0.00	$1,518.00
L.	8" DR-18 PVC Watermain	55	0	55	LF	$33.00	$1,815.00	$0.00	$1,815.00
M.	Permanent Bacterial Sample Point	1	0	1	EA	$1,200.00	$1,200.00	$0.00	$1,200.00
N.	Air Release Valve	5	0	5	EA	$2,000.00	$10,000.00	$0.00	$10,000.00
O.	Sub Aqueous Valve Vault	1	0	1	EA	$1,200.00	$1,200.00	$0.00	$1,200.00
P.	Single Water Service	1	0	1	EA	$1,500.00	$1,500.00	$0.00	$1,500.00
						SUB-TOTAL:	**$242,305.00**	**$0.00**	**$242,305.00**
V.	**SEWER SYSTEM**								
A.	6" DR-18 PVC Forcemain	1,300	0	1,300	LF	$35.00	$45,500.00	$0.00	$45,500.00
B.	6" DR-14 PVC Forcemain	88	0	88	LF	$38.00	$3,344.00	$0.00	$3,344.00
C.	Air Release Valve	2	0	2	EA	$2,000.00	$4,000.00	$0.00	$4,000.00
D.	6" Plug Valve	3	0	3	EA	$1,200.00	$3,600.00	$0.00	$3,600.00
E.	Directional Bore (16" DR-11 Casing)	339	0	339	LF	$160.00	$54,240.00	$0.00	$54,240.00
F.	Directional Bore (8" DR-11 Carrier)	339	0	339	LF	$75.00	$25,425.00	$0.00	$25,425.00
G.	4" DR-18 PVC Forcemain	7	0	7	LF	$24.00	$168.00	$0.00	$168.00
H.	6" Plug Valve	1	0	1	EA	$900.00	$900.00	$0.00	$900.00
H.	8" SDR-26 Sanitary Sewer	494	0	494	LF	$45.00	$22,230.00	$0.00	$22,230.00
I.	4' Manhole	2	0	2	EA	$6,500.00	$13,000.00	$0.00	$13,000.00
J.	Liftstation Wetwell	1	0	1	EA	$40,000.00	$40,000.00	$0.00	$40,000.00
						SUB-TOTAL:	**$212,407.00**	**$0.00**	**$212,407.00**

ITEM NO.	DESCRIPTION	ORIGINAL QUANTITY	CONSTRUCTED QUANTITY	REMAINING QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT	CONSTRUCTED AMOUNT	REMAINING AMOUNT
VI.	**LANDSCAPING**								
A.	Littoral Shelf Planting Area	26,247	0	26,247	SF	$1.50	$39,370.50	$0.00	$39,370.50
B.	Wetland Filter Marsh Planting Area/Created Wetland	23,472	0	23,472	SF	$2.00	$46,944.00	$0.00	$46,944.00
						SUB-TOTAL:	**$86,314.50**	**$0.00**	**$86,314.50**
VII.	**IRRIGATION SYSTEM**								
A.	10" Gate Valve	6	0	6	EA	$2,800.00	$16,800.00	$0.00	$16,800.00
B.	10" DR-18 Irrigation Main	1,379	0	1,379	LF	$36.00	$49,644.00	$0.00	$49,644.00
C.	10" DR-14 Irrigation Main	83	0	83	LF	$50.00	$4,150.00	$0.00	$4,150.00
D.	Single Irrigation Services	10	0	10	EA	$400.00	$4,000.00	$0.00	$4,000.00
E.	Air Release Valve	4	0	4	EA	$1,200.00	$4,800.00	$0.00	$4,800.00
F.	Directional Bore (20" DR-11 Casing)	337	0	337	LF	$200.00	$67,400.00	$0.00	$67,400.00
G.	Directional Bore (12" DR-11 Carrier)	337	0	337	LF	$95.00	$32,015.00	$0.00	$32,015.00
H.	4" Gate Valve	1	0	1	EA	$900.00	$900.00	$0.00	$900.00
I.	4" DR-18 Irrigation Main	24	0	24	LF	$24.00	$576.00	$0.00	$576.00
						SUB-TOTAL:	**$180,285.00**	**$0.00**	**$180,285.00**

ITEM NO.	DESCRIPTION	ORIGINAL QUANTITY	CONSTRUCTED QUANTITY	REMAINING QUANTITY	UNIT	UNIT PRICE	ORIGINAL AMOUNT	CONSTRUCTED AMOUNT	REMAINING AMOUNT
VIII.	**SITE LIGHTING**								
A.	FPL Town & Country Street Lights	14	0	14	EA	$900.00	$12,600.00	$0.00	$12,600.00
B.	LUMCA CPL0406 (Double) Concept 30	8	0	8	EA	$2,000.00	$16,000.00	$0.00	$16,000.00
						SUB-TOTAL:	**$28,600.00**	**$0.00**	**$28,600.00**
						TOTAL:	**$2,026,600.00**	**$975,000.00**	**$1,051,600.00**
						10% BOND TOTAL:	**$202,660.00**		**$202,660.00**
						BOND TOTAL:	**$2,229,260.00**		**$1,254,260.00**

Estimated Date of Completion: 12/18
Barraco and Associates, Inc.
2271 McGregor Boulevard
P.O. Drawer 2800
Fort Myers, FL 33902-2800
Certificate of Authorization No. 7995

TIMOTHY B. GAVIN LICENSE No. 70675 STATE OF FLORIDA PROFESSIONAL ENGINEER

Timothy B. Gavin, P.E.
Florida P.E. No. 70675
For the Firm

Collier County
Growth Management Division
Planning & Regulation
Land Development Services

March 24, 2020

The Guarantee Company of North America, USA
One Town Square, Ste. 200
Southfield, MI. 48076

RE: Your Performance Bond No. 80130955 / Minto Communities, LLC
Isles of Collier Preserve Phase 9 – PL20160001197 - Bond reduction request No. 1

Dear Sir or Madam:

Please be advised that based on the work completed to date, the subject Performance Bond may now be reduced by $991,582.00, leaving an available balance of $262,678.00.

The remaining balance represents $202,660.00 as the required 10% maintenance security, plus $60,018.00 in uncompleted improvements.

An original Bond Rider should be directed to this office reducing the value of the Bond, "all other terms and conditions of original Performance Bond shall remain in full force and effect".

Should you have any questions, please advise.

Very Truly Yours,

John Houldsworth

John R. Houldsworth
Senior Site Plans Reviewer
Johnhouldsworth@colliergov.net

Cc: Barraco & Associates

BOND NO. 80130955

RIDER

To be attached to and form a part of Bond No. 80130955

executed by MINTO SABAL BAY, LLC as Principal

and by THE GUARANTEE COMPANY OF NORTH AMERICA USA as Surety,

in favor of COLLIER COUNTY, FLORIDA ,

and effective as of March 13, 2018 .

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing BOND AMOUNT

FROM: One Million Two Hundred Fifty Four Thousand Two Hundred Sixty and 00/100 Dollars ($1,254,260.00)

TO: Two Hundred Sixty Two Thousand Six Hundred Seventy Eight and 00/100 Dollars ($262,678.00)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 24th day of March , 2020 .

Signed and sealed this 24th day of March , 2020 .

MINTO SABAL BAY, LLC
Principal

BY: _____

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Surety

BY: _____
Elizabeth Marrero
Attorney-in-Fact

THE GUARANTEE®

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Claudette Alexander Hunt, Elizabeth Marrero
Aon Risk Services, Inc. of Florida

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of March, 2020.

Randall Musselman, Secretary

RESOLUTION NO. 25-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AUTHORIZING FINAL ACCEPTANCE OF CERTAIN ROADWAY AND DRAINAGE IMPROVEMENTS AND PLAT DEDICATIONS IN ISLES OF COLLIER PRESERVE PHASE 9 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGES 91 THROUGH 94, AND RELEASE OF THE MAINTENANCE SECURITY.

WHEREAS, the Board of County Commissioners of Collier County, Florida, on December 13, 2016, approved the plat of Isles of Collier Preserve Phase 9 for recording; and

WHEREAS, the Developer has constructed and maintained the roadway and drainage improvements in accordance with the approved plans and specifications as required by the Land Development Code (Collier County Ordinance No. 04-41, as amended); and

WHEREAS, the Developer is requesting final acceptance of the roadway and drainage improvements and release of the maintenance security; and

WHEREAS, the Development Review Division has inspected the roadway and drainage improvements, and is recommending acceptance of said facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that final acceptance is hereby granted for those roadway and drainage improvements and plat dedications in Isles of Collier Preserve Phase 9, pursuant to the plat thereof recorded in Plat Book 63, pages 91 through 94, and the Clerk is hereby authorized to release the maintenance security.

BE IT FURTHER RESOLVED AND ORDERED that the roadway and drainage improvements within Isles of Collier Preserve Phase 9 will be maintained privately in the future and will not be the responsibility of Collier County.

This Resolution adopted after motion, second and majority vote favoring same, this ____ day of _____ 2025.

DATE:
ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

DDP
12/2/24

[22-EIS-04722/1901397/1]

CAO

J:\23379\DWG\SURVEYING\PLAT\PH9\23379P01.DWG - MON. 4-9-2018 - 9:36 AM

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 McGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

ISLES OF COLLIER PRESERVE PHASE 9

A REPLAT OF A PORTION OF TRACTS "A" AND "L-2" OF THE RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 2", AS RECORDED IN PLAT BOOK 56, PAGE 80, AND A PORTION OF TRACT "F" OF THE RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 7", AS RECORDED IN PLAT BOOK 60, PAGE 49, COLLIER COUNTY RECORDS, TOGETHER WITH LANDS LYING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 25 EAST, A SUBDIVISION LYING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

PLAT BOOK 63 PAGE 91

GENERAL NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA EAST ZONE (NAD1983 (NSRS2007)) AND ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, TO BEAR S00°18'07"W.
3. ALL LINES ARE RADIAL UNLESS OTHERWISE INDICATED.
4. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ISLES OF COLLIER PRESERVE RECORDED IN OFFICIAL RECORDS BOOK 4970, PAGES 845 THROUGH 1105.
5. THIS PROJECT IS WITHIN THE SABAL BAY PUD, COLLIER COUNTY ORD. 05-59, AS AMENDED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MINTO SABAL BAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS HEREIN DESCRIBED HAS CAUSED THIS PLAT OF ISLES OF COLLIER PRESERVE PHASE 9, TO BE MADE, AND DOES HEREBY:

1) RESERVE TO MINTO SABAL BAY, LLC:

A) TRACTS "F-1" AND"F-2" FOR FUTURE DEVELOPMENT.
B) ALL TEMPORARY ACCESS EASEMENTS (T.A.E.) WITH RESPONSIBILITY FOR MAINTENANCE.

2) DEDICATE TO ISLES OF COLLIER PRESERVE PROPERTY OWNERS ASSOCIATION, INC:
A)TRACT "R" FOR PRIVATE ROAD RIGHT OF WAY (R.O.W) SUBJECT TO THE EASEMENTS DEPICTED HEREON (C.U.E., P.U.E., D.E., A.E.) WITH RESPONSIBILITY FOR MAINTENANCE.

B) TRACTS "L-1" AND "L-2", AS LAKES FOR DRAINAGE AND STORMWATER MANAGEMENT PURPOSES WITH RESPONSIBILITY FOR MAINTENANCE.

C) TRACTS "O-1", "O-2", "O-3" AND "O-4" AS OPEN SPACE WITH RESPONSIBILITY FOR MAINTENANCE.

D) ALL DRAINAGE EASEMENTS (D.E.) FOR STORMWATER MANAGEMENT PURPOSES WITH RESPONSIBILITY FOR MAINTENANCE.

E) ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) WITH RESPONSIBILITY FOR MAINTENANCE.

F) ALL ACCESS EASEMENTS (A.E.) WITH RESPONSIBILITY FOR MAINTENANCE.

G) ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) WITH RESPONSIBILITY FOR MAINTENANCE.

3) DEDICATE TO COLLIER COUNTY, ITS SUCCESSORS OR ASSIGNS:

A) A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACT "R" FOR USE BY GOVERNMENTAL VEHICLES IN THE EXECUTION OF THEIR DUTIES, INCLUDING BUT NOT LIMITED TO EMERGENCY MEDICAL SERVICE, FIRE DEPARTMENT SERVICE, AND UTILITY SERVICE WITH NO RESPONSIBILITY FOR MAINTENANCE.

B) ALL DRAINAGE EASEMENTS (D.E.) FOR STORMWATER MANAGEMENT PURPOSES WITH NO RESPONSIBILITY FOR MAINTENANCE.

C) ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) WITH NO RESPONSIBILITY FOR MAINTENANCE.

D) ALL TEMPORARY ACCESS EASEMENTS (T.A.E.) WITH NO RESPONSIBILITY FOR MAINTENANCE.

4) DEDICATE A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES AS SHOWN ON THIS PLAT FOR PUBLIC UTILITY PURPOSES, INCLUDING CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THEIR RESPECTIVE FACILITIES, INCLUDING CABLE TELEVISION SERVICES, PROVIDED THAT SUCH USES BE SUBJECT TO, AND NOT INCONSISTENT WITH, THE USE BY THE COLLIER COUNTY WATER-SEWER DISTRICT. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF ANOTHER PUBLIC UTILITY THE CABLE COMPANY WILL BE SOLELY RESPONSIBLE FOR SAID DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

5) DEDICATE TO COLLIER COUNTY WATER-SEWER DISTRICT:

A) THAT ALL COUNTY UTILITY EASEMENTS (C.U.E.) FOR POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF AND INGRESS AND EGRESS RIGHTS,WHERE APPROPRIATE , ARE PROVIDED TO THE COLLIER COUNTY WATER-SEWER DISTRICT TO OPERATE AND MAINTAIN POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER UTILITY SYSTEMS OR PORTION(S) THEREOF WITHIN THE PLATTED AREA AFTER FINAL CONVEYANCE TO THE CCWSD AND, WHERE APPLICABLE, TO INSTALL THE CCWSD'S CONNECTING UTILITY FACILITIES WITHIN SUCH EASEMENT(S), WITH NO RESPONSIBILITY FOR MAINTENANCE OF THE SURFACE EASEMENT AREA.

B) APPLICABLE POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF CONSTRUCTED WITHIN THIS PLATTED AREA IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THE COLLIER COUNTY UTILITIES STANDARDS AND PROCEDURES ORDINANCE (2004-31), AS AMENDED, SHALL BE CONVEYED TO THE BOARD AS THE EX-OFFICIO GOVERNING BOARD OF THE WATER-SEWER DISTRICT UPON ACCEPTANCE OF THE ADDITIONS, EXTENSIONS AND/OR IMPROVEMENTS REQUIRED BY THE PLAT.

6) DEDICATE TO GREATER NAPLES FIRE RESCUE DISTRICT:

A) A NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACT "R", WITH NO RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 18TH DAY OF APRIL, 2018, A.D.

WITNESS: Eric Van Buskirk
PRINT NAME: ERIC VAN BUSKIRK
WITNESS: Charlene G. Mello
PRINT NAME: Charlene Mello

MINTO SABAL BAY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: _____
WILLIAM BULLOCK
VICE PRESIDENT

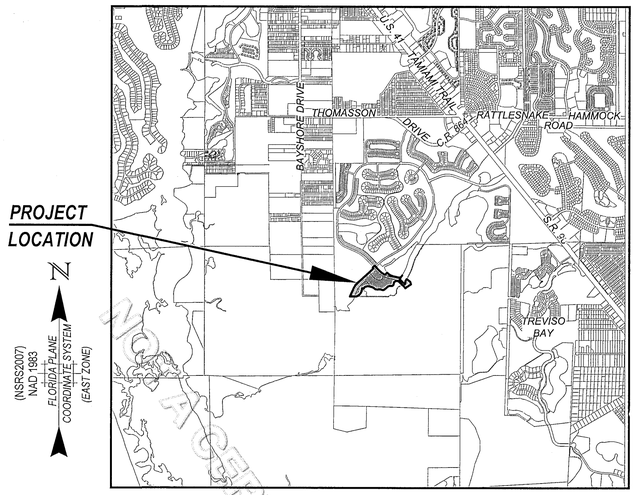
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 18TH DAY OF APRIL, 2018 A.D., BY WILLIAM BULLOCK, AS VICE PRESIDENT OF MINTO SABAL BAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY. HE X IS PERSONALLY KNOWN TO ME OR[ ] HAS PRODUCED _____ AS IDENTIFICATION.

Julie A. Danielewski
NOTARY PUBLIC - STATE OF FLORIDA
Julie A. Danielewski
NAME - PRINTED
FF 972210
COMMISSION #
APRIL 6, 2020
MY COMMISSION EXPIRES

JULIE A. DANIELEWSKI NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires April 6, 2020
No. FF 972210



VICINITY MAP

SCALE: 1" = 3000'

0 1500 3000 6000
SCALE IN FEET

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION

A TRACT OR PARCEL OF LAND BEING A PORTION OF TRACT "A" AND TRACT "L-2" OF THE RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 2" RECORDED IN PLAT BOOK 56, PAGE 80, AND A PORTION OF TRACT "F" OF THE RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 7" RECORDED IN PLAT BOOK 60, PAGE 49, ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND A TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 25 EAST, ALL IN COLLIER COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF TRACT "R-1" OF SAID RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 2" RUN ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY LINE OF SAID TRACT "R-1" THE FOLLOWING TWO (2) COURSES: S43°46'41"E FOR 60.00 FEET AND N46°13'19"E FOR 15.00 FEET; THENCE RUN S43°46'41"E FOR 10.00 FEET TO A POINT ON A RADIAL CURVE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 15.00 FEET (DELTA 90°00'00") (CHORD BEARING S01°13'19"W) (CHORD 21.21 FEET) FOR 23.56 FEET TO A POINT OF TANGENCY AND AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID TRACT "L-2"; THENCE RUN ALONG SAID SOUTHERLY LINE OF TRACT "L-2" THE FOLLOWING FOUR (4) COURSES: S43°46'41"E FOR 150.13 FEET TO A POINT OF CURVATURE; SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 861.50 FEET (DELTA 18°13'01") (CHORD BEARING S52°53'11"E) (CHORD 272.76 FEET) FOR 273.91 FEET TO A POINT OF COMPOUND CURVATURE; EASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 60.00 FEET (DELTA 70°00'27") (CHORD BEARING N83°00'05"E) (CHORD 68.84 FEET) FOR 73.31 FEET TO A POINT OF TANGENCY AND N47°59'52"E FOR 84.88 FEET TO A POINT ON A NON-TANGENT CURVE AND AN INTERSECTION WITH THE SOUTHERLY LINE OF TRACT "F" OF SAID RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 2"; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT "F" THE FOLLOWING FOUR (4) COURSES: SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 490.00 FEET (DELTA 36°19'05") (CHORD BEARING S60°09'41"E) (CHORD 305.42 FEET) FOR 310.60 FEET TO A POINT OF TANGENCY; S78°19'13"E FOR 226.35 FEET TO A POINT OF CURVATURE; EASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 113.17 FEET (DELTA 58°51'59") (CHORD BEARING N72°14'47"E) (CHORD 111.23 FEET) FOR 116.27 FEET TO A POINT OF COMPOUND CURVATURE AND NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 441.60 FEET (DELTA 08°16'38") (CHORD BEARING N38°20'29"E) (CHORD 68.86 FEET) FOR 68.93 FEET TO A POINT ON A NON-TANGENT CURVE AN INTERSECTION WITH THE NORTHWESTERLY LINE OF TRACT "A" OF SAID RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 2"; THENCE RUN ALONG SAID NORTHWESTERLY LINE THE FOLLOWING THREE (3) COURSES: SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 800.00 FEET (DELTA 09°55'52") (CHORD BEARING S36°17'32"W) (CHORD 138.49 FEET) FOR 138.66 FEET TO A POINT ON A NON-TANGENT CURVE; SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 132.84 FEET (DELTA 25°28'47") (CHORD BEARING S27°02'54"W) (CHORD 58.59 FEET) FOR 59.07 FEET TO A POINT ON A NON-TANGENT CURVE AND SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 125.51 FEET (DELTA 01°03'12") (CHORD BEARING S26°06'08"W) (CHORD 2.31 FEET) FOR 2.31 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 388.50 FEET (DELTA 04°55'09") (CHORD BEARING S49°45'15"E) (CHORD 33.34 FEET) FOR 33.35 FEET TO A POINT OF TANGENCY; THENCE RUN S47°17'41"E FOR 261.82 FEET TO A POINT ON A NON-TANGENT CURVE AND AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID TRACT "A"; THENCE RUN ALONG SAID SOUTHEASTERLY LINE OF TRACT "A" THE FOLLOWING THREE (3) COURSES: NORTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 167.60 FEET (DELTA 43°58'41") (CHORD BEARING N12°38'01"E) (CHORD 125.51 FEET) FOR 128.64 FEET TO A POINT ON A NON-TANGENT CURVE; NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 140.99 FEET (DELTA 31°44'37"E) (CHORD BEARING N24°43'37"E) (CHORD 76.31 FEET) FOR 77.28 FEET TO A POINT ON A NON-TANGENT CURVE AND NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 1,035.00 FEET (DELTA 01°08'04") (CHORD BEARING N34°07'43"E) (CHORD 20.49 FEET) FOR 20.49 FEET TO A POINT ON A NON-TANGENT CURVE AND INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A CONSERVATION EASEMENT DESCRIBED IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 4296, AT PAGE 1764, COLLIER COUNTY RECORDS; THENCE RUN ALONG SAID PROLONDAGATION AND CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID CONSERVATION EASEMENT THE FOLLOWING FOUR (4) COURSES: SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 624.53 FEET (DELTA 05°25'23") (CHORD BEARING S57°51'09"E) (CHORD 59.09 FEET) FOR 59.11 FEET TO A POINT ON A NON-TANGENT CURVE; SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 266.00 FEET (DELTA 06°25'33") (CHORD BEARING S52°47'36"E) (CHORD 29.82 FEET) FOR 29.83 FEET; S49°36'06"E FOR 104.43 FEET AND S20°32'30"E FOR 109.68 FEET; THENCE RUN S56°50'02"W FOR 292.24 FEET TO A POINT ON A RADIAL CURVE; THENCE RUN NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 443.50 FEET (DELTA 14°07'42") (CHORD BEARING N40°13'49"W) (CHORD 109.08 FEET) FOR 109.36 FEET TO A POINT OF TANGENCY; THENCE RUN N47°17'41"W FOR 283.78 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 288.50 FEET (DELTA 09°38'54") (CHORD BEARING N52°07'08"W) (CHORD 48.52 FEET) FOR 48.58 FEET TO A POINT ON A NON-TANGENT CURVE AND AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID TRACT "F" OF SAID RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 7"; THENCE RUN ALONG SAID SOUTHERLY LINE OF TRACT "F" THE FOLLOWING FORTY-THREE (43) COURSES: WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 125.51 FEET (DELTA 16°45'09") (CHORD BEARING S83°49'46"W) (CHORD 36.57 FEET) FOR 36.70 FEET TO A POINT ON A NON-TANGENT CURVE; SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 121.56 FEET (DELTA 95°09'04") (CHORD BEARING S47°23'33"W) (CHORD 179.46 FEET) FOR 201.87 FEET TO A POINT ON A NON-TANGENT CURVE; SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 90.47 FEET (DELTA 103°54'40") (CHORD BEARING S51°01'45"W) (CHORD 142.50 FEET) FOR 164.08 FEET TO A POINT OF REVERSE CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 157.00 FEET (DELTA 52°36'43") (CHORD BEARING S76°40'44"W) (CHORD 139.15 FEET) FOR 144.17 FEET TO A POINT OF TANGENCY; S50°22'23"W FOR 179.63 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 93.00 FEET (DELTA 38°34'20") (CHORD BEARING S69°39'33"W) (CHORD 61.43 FEET) FOR 62.61 FEET TO A POINT OF TANGENCY; S88°56'43"W FOR 14.45 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 104.50 FEET (DELTA 18°08'36") (CHORD BEARING N81°58'59"W) (CHORD 32.95 FEET) FOR 33.09 FEET TO A POINT OF TANGENCY; N72°54'41"W FOR 63.21 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 157.00 FEET (DELTA 22°16'40") (CHORD BEARING N84°02'01"W) (CHORD 60.66 FEET) FOR 61.04 FEET TO A POINT OF TANGENCY; S84°49'39"W FOR 8.76 FEET; S85°14'31"W FOR 44.15 FEET; S90°00'00"W FOR 51.65 FEET; N84°17'43"W FOR 37.33 FEET; N75°58'21"W FOR 26.24 FEET TO A POINT OF CURVATURE; NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 25.00 FEET (DELTA 23°37'18") (CHORD BEARING N64°12'42"W) (CHORD 10.19 FEET) FOR 10.26 FEET TO A POINT OF TANGENCY; N52°27'03"W FOR 53.90 FEET; N56°11'15"W FOR 47.42 FEET TO A POINT ON A NON-TANGENT CURVE; NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 50.00 FEET (DELTA 14°23'50") (CHORD BEARING N63°31'27"W) (CHORD 12.53 FEET) FOR 12.56 FEET TO A POINT OF TANGENCY; N70°43'22"W FOR 58.31 FEET; N71°22'38"W FOR 52.51 FEET; N71°34'38"W FOR 33.10 FEET TO A POINT ON A NON-TANGENT CURVE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 45.00 FEET (DELTA 04°31'23") (CHORD BEARING N73°50'21"W) (CHORD 3.55 FEET) FOR 3.55 FEET TO A POINT OF TANGENCY; N76°06'03"W FOR 2.60 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 45.00 FEET (DELTA 09°08'14") (CHORD BEARING N80°40'10"W) (CHORD 7.17 FEET) FOR 7.18 FEET TO A POINT OF TANGENCY; N85°14'17"W FOR 19.11 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 45.00 FEET (DELTA 01°58'37") (CHORD BEARING N86°13'36"W) (CHORD 1.55 FEET) FOR 1.55 FEET TO A POINT OF TANGENCY; N87°12'54"W FOR 27.52 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 45.00 FEET (DELTA 02°47'06") (CHORD BEARING N88°36'27"W) (CHORD 2.19 FEET) FOR 2.19 FEET TO A POINT OF TANGENCY; N90°00'00"W FOR 10.98 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 52.00 FEET (DELTA 16°56'43") (CHORD BEARING S81°31'39"W) (CHORD 15.32 FEET) FOR 15.38 FEET TO A POINT OF TANGENCY; S73°03'17"W FOR 92.92 FEET TO A POINT OF CURVATURE; SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 52.00 FEET (DELTA 34°22'30") (CHORD BEARING S55°52'02"W) (CHORD 30.73 FEET) FOR 31.20 FEET TO A POINT OF TANGENCY; S38°40'47"W FOR 22.43 FEET TO A POINT OF CURVATURE; SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 52.00 FEET (DELTA 28°03'21") (CHORD BEARING S24°39'06"W) (CHORD 25.21 FEET) FOR 25.46 FEET TO A POINT OF TANGENCY; S10°37'26"W FOR 5.68 FEET TO A POINT ON A NON-TANGENT CURVE; WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 95.00 FEET (DELTA 46°44'08") (CHORD BEARING N84°27'06"W) (CHORD 75.36 FEET) FOR 77.49 FEET TO A POINT ON A NON-TANGENT CURVE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 347.00 FEET (DELTA 49°12'15") (CHORD BEARING S21°52'22"W) (CHORD 288.92 FEET) FOR 297.99 FEET; S37°16'47"E FOR 0.06 FEET; S52°43'13"W FOR 4.42 FEET; S37°16'47"E FOR 1.56 FEET TO A POINT ON A NON-TANGENT CURVE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 347.00 FEET (DELTA 25°38'52") (CHORD BEARING S60°16'37"W) (CHORD 154.04 FEET) FOR 155.33 FEET AND S89°41'49"W FOR 262.97 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE RECORD PLAT OF "ISLES OF COLLIER PRESERVE PHASE 10" RECORDED IN PLAT BOOK 62, PAGE 41, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWELVE (12) COURSES: N24°18'52"E FOR 412.94 FEET TO A POINT OF CURVATURE; NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 600.00 FEET (DELTA 23°57'08") (CHORD BEARING N36°17'26"E) (CHORD 249.00 FEET) FOR 250.83 FEET TO A POINT OF TANGENCY; N48°16'00"E FOR 583.42 FEET TO A POINT OF CURVATURE; NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 5,000.00 FEET (DELTA 02°02'40") (CHORD BEARING N47°14'39"E) (CHORD 178.41 FEET) FOR 178.42 FEET TO A POINT OF TANGENCY; N46°13'19"E FOR 133.80 FEET; N43°46'41"W FOR 35.00 FEET; N46°13'19"E FOR 15.00 FEET TO A POINT OF CURVATURE; NORTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 15.00 FEET (DELTA 90°00'00") (CHORD BEARING N01°13'19"E) (CHORD 21.21 FEET) FOR 23.56 FEET; N46°13'19"E ALONG A NON-TANGENT LINE FOR 80.00 FEET; S43°46'41"E FOR 6.50 FEET TO A POINT OF CURVATURE; EASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 15.00 FEET (DELTA 90°00'00") (CHORD BEARING S88°46'41"E) (CHORD 21.21 FEET) FOR 23.56 FEET AND S43°46'41"E ALONG A NON-TANGENT LINE FOR 10.00 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID TRACT "R-1"; THENCE RUN S46°13'19"W ALONG SAID NORTHWESTERLY LINE FOR 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 27.19 ACRES, MORE OR LESS.

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS 23RD DAY OF APRIL, 2018, A.D.

JACK G. MCKENNA, P.E.
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS 23RD DAY OF APRIL, 2018 A.D.

MARCUS L. BERMAN, P.S.M. #5086
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 23RD DAY OF APRIL, 2018 A.D.

SCOTT A. STONE
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS 13TH DAY OF DECEMBER, 2016, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

BY: _____
ATTEST: Attest as to Chairman's signature only.
DWIGHT E. BROCK

ANDY SOLIS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 4:31 P.M. THIS 26TH DAY OF April, 2018 A.D., AND DULY RECORDED IN PLAT BOOK 63, PAGES 91 THROUGH 94, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

DWIGHT E. BROCK
CLERK OF THE CIRCUIT COURT
IN AND FOR COLLIER COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT OF ISLES OF COLLIER PRESERVE PHASE 9, WAS PREPARED UNDER MY MY DIRECTION AND SUPERVISION, AND COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, AS AMENDED, FLORIDA STATUTES.
IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.
DONE THIS 18TH DAY OF April, 2018 A.D.

SCOTT A. WHEELER (FOR THE FIRM-LB 6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

BARRACO AND ASSOCIATES, INC.
2271 MCGREGOR BLVD., SUITE 100, FORT MYERS, FLORIDA 33901
FLORIDA CERTIFICATE OF AUTHORIZATION - LB-6940

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THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

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PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

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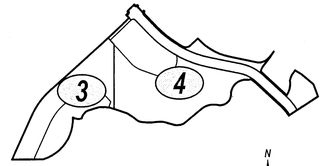
PLAT BOOK 63 PAGE 92

SHEET 2 OF 4



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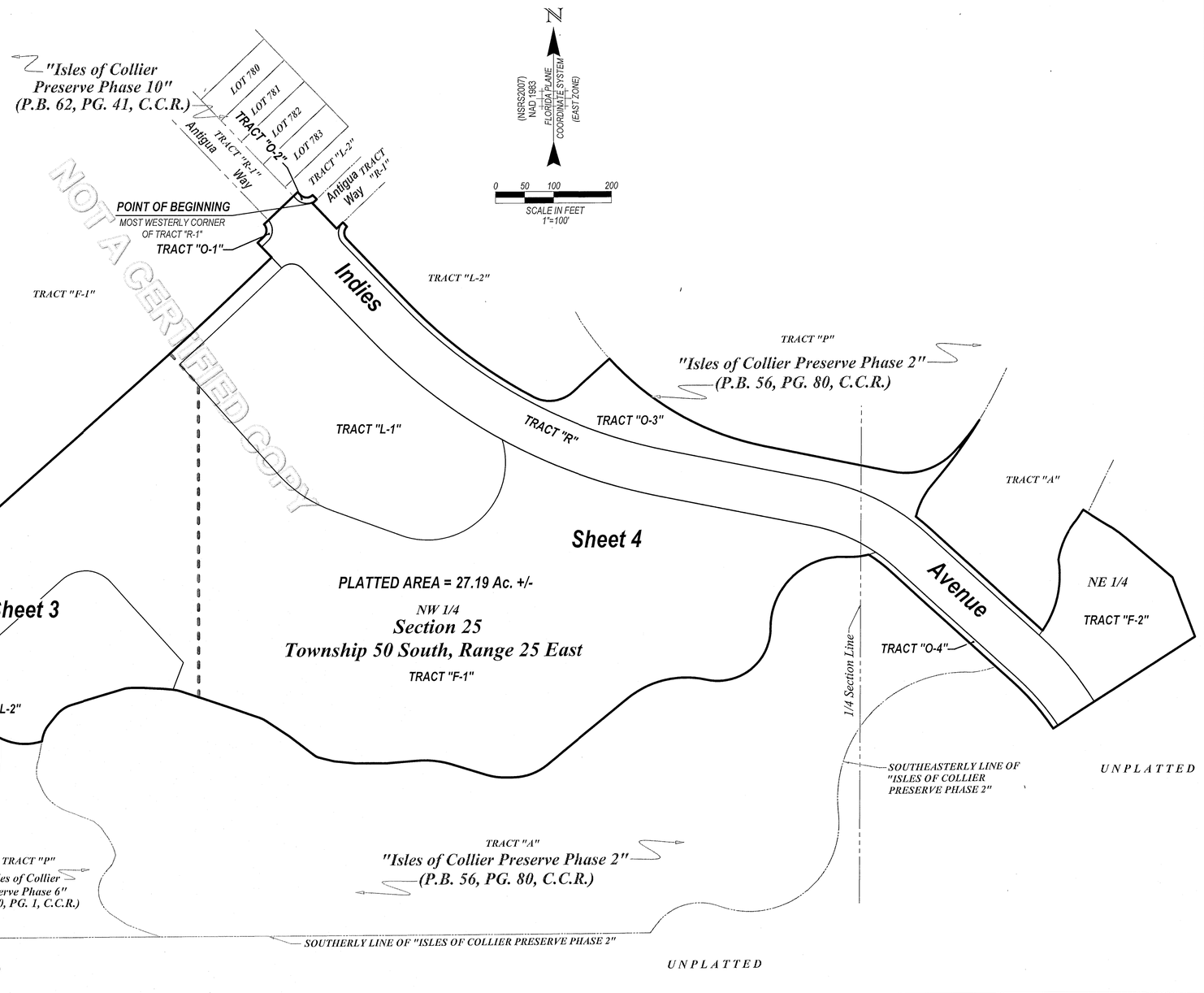
KEY MAP



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PLAT BOOK 63 PAGE 93

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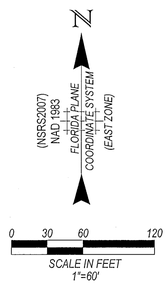

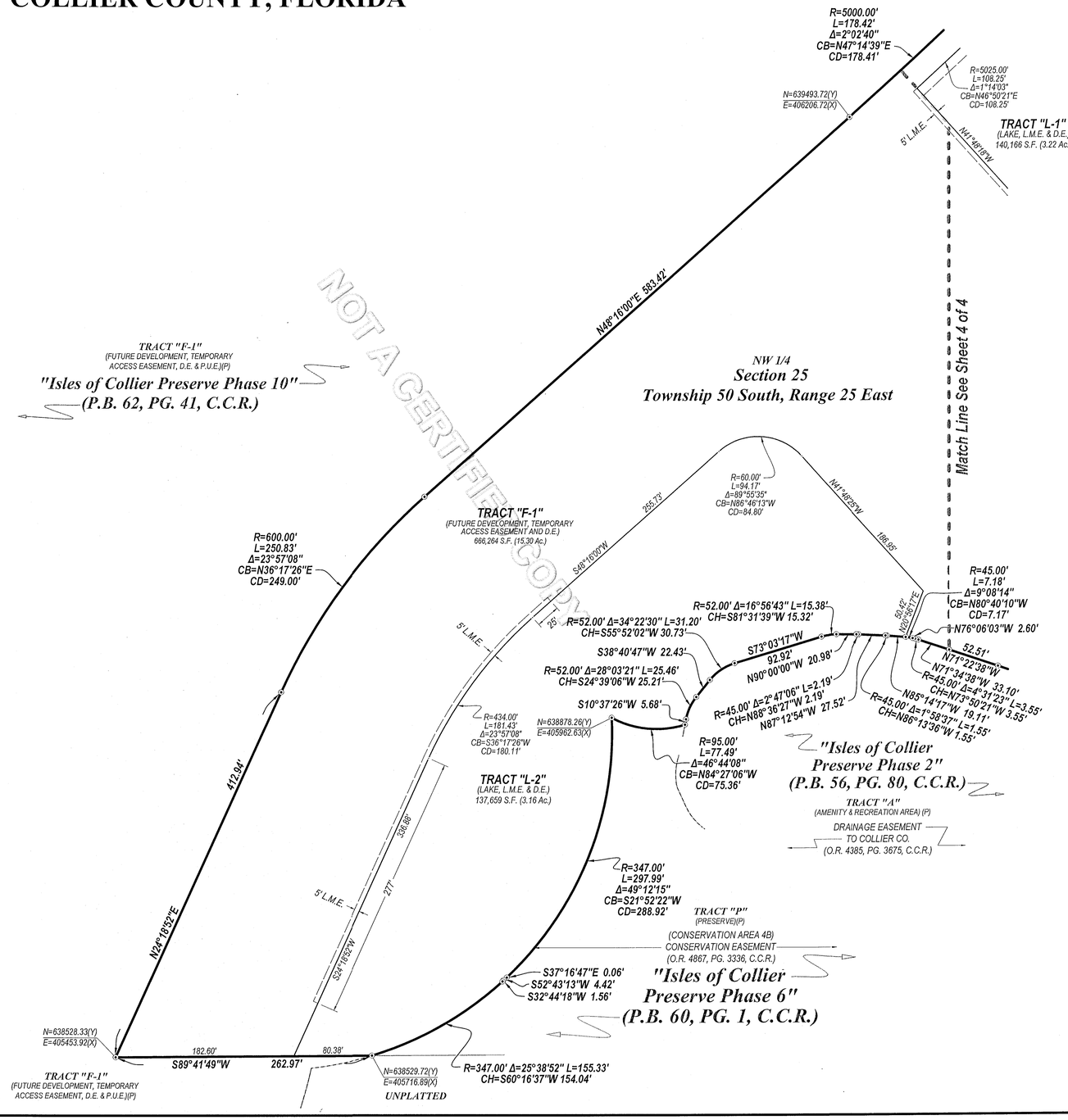

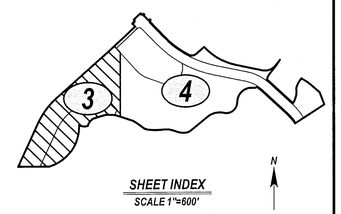

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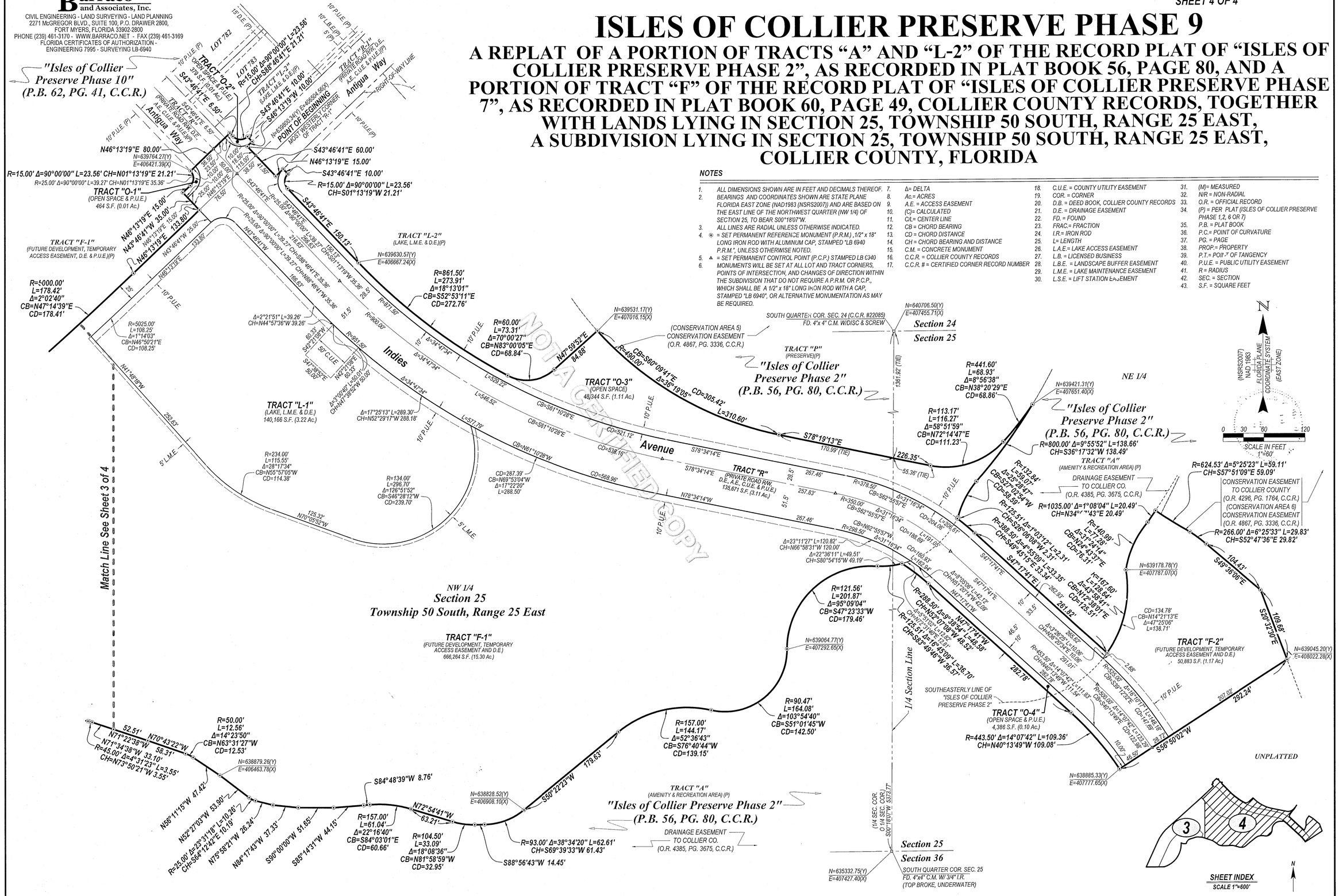

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Executive Summary

Recommendation to approve final acceptance of the sewer utility facilities for Bonita Bay Naples Clubhouse, PL20240012690.

OBJECTIVE: To have the Board of County Commissioners, as Ex-Officio Governing Board of the Collier County Water-Sewer District, approve final acceptance of the sewer utility facilities in accordance with the Collier County Utility Standards and Procedures, Ordinance No. 2004-31.

CONSIDERATIONS:

1. The Developer of Bonita Bay Naples Clubhouse constructed the sewer utility facilities within dedicated easements to serve this private development (see attached location map).

2. Staff conducted a final inspection on December 5, 2024, in coordination with Public Utilities to discover defects in materials and workmanship. The facilities were found to be satisfactory and acceptable.

3. Staff recommends final acceptance of the subject sewer utility facilities, which the developer owns and maintains.

4. This final acceptance is in accordance with Collier County, Ordinance No. 2004-31, as amended.

5. Staff is unaware of any issues that would serve to negate the recommendation to release the project.

FISCAL IMPACT: Review and inspection fees in the amount of $636.91 were paid under the original application, SDP PL20220005522, and deposited in Planning Fund (1014).

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

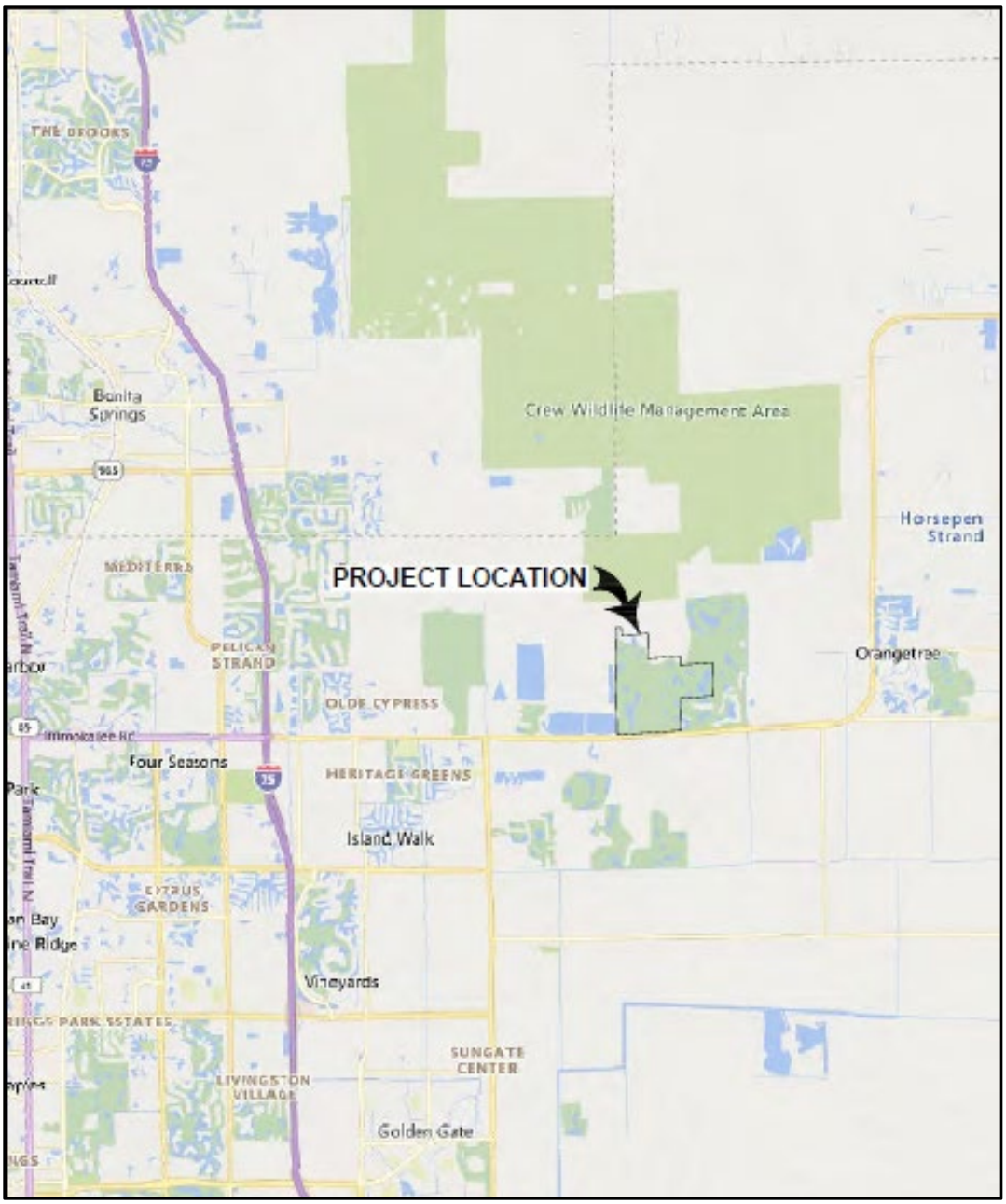
LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. –DDP

RECOMMENDATIONS: To approve final acceptance of the sewer utility facilities for Bonita Bay Naples Clubhouse, PL20240005317.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review Division

ATTACHMENTS:
1. Location Map
2. Verification of Final Cost

BONITA BAY NAPLES CLUBHOUSE



LOCATION MAP

VERIFICATION OF FINAL COST

PROJECT NAME: **Bonita Bay Golf & Country Club - Clubhouse Redesign**

LOCATION: **Section 20 Township 48 South Range 27 East**
Collier County, Florida

NAME & ADDRESS OF OWNER: **Bonita Bay Club, Inc.**
26660 Country Club Dr.
Bonita Springs, FL 34313

TYPE OF UTILITY SYSTEM: **SANITARY SEWER (MATERIAL & LABOR)**

Item	*Size*	*Quantity*	*Units*	*Cost*	*Total*
PVC SDR 26	6"	250	LF	$26.16	$6,540.00
Cleanout Assembly	6"	3	EA	$662.00	$1,986.00
Schier GB-75 Grease Trap		1	EA	$11,996.00	$11,996.00
		TOTAL COST			**$20,522.00**

I do hereby certify that the quantities of material and services described above are true and an accurate representation of the as-installed system.

CERTIFYING:

_____

Name and Title of Engineer Certifying

OF: **Q. Grady Minor**
3800 Via Del Rey
Bonita Springs, FL 34134

I do hereby certify that the quantities of material and services described above are true and an accurate representation of the as-installed cost of the system.

CERTIFYING:

_____

Kevin Jensen, President

OF: **JENSEN UNDERGROUND UTILITIES, INC.**
5585 Taylor Road
Naples, Florida 34109

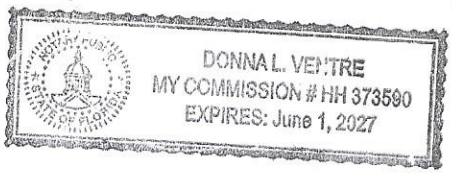
STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

Sworn To and Subscribed before me by means of_✓_physical prescence or___online notarization this 18th Day of November, 2024 by Kevin Jensen, personally known to me.

_____

Donna L. Ventre, Notary Public

SEAL:



Executive Summary

Recommendation to approve final acceptance of the potable water and sewer utility facilities and accept the conveyance of a portion of the potable water facilities for Diamond Classic Plumbing, PL20240008815.

OBJECTIVE: To have the Board of County Commissioners, as Ex-Officio Governing Board of the Collier County Water-Sewer District, approve final acceptance of the potable water and sewer utility facilities and accept the conveyance of a portion of the potable water, in accordance with the Collier County Utility Standards and Procedures, Ordinance No. 2004-31, as amended.

CONSIDERATIONS:

1. The Developer has constructed the potable water and sewer utility facilities for Diamond Classic Plumbing within dedicated easements to serve this development (see the attached location map). As described in Official Records (O.R.) Book 6414, Page (PG) 2849, of the Public Records of Collier County, Florida, a portion of the potable water utility facilities was offered for conveyance to the County. It is located within the J&C Boulevard Right-of-Way. These potable water utility facilities (assets) were valued at $13,059.

2. Staff recorded all final acceptance documents associated with the potable water utility facilities conveyed to the County in the public records of Collier County. The county attorney's office reviewed and approved the documents for form and legality. The County acquired interest in a portion of the potable water utility facilities by a Bill of Sale recorded in O.R. 6414, PG 2849 ("the Utilities Facilities Deed").

3. Staff conducted a final inspection on October 17, 2024, in coordination with Public Utilities to discover defects in materials and workmanship. The facilities were found to be satisfactory and acceptable.

4. Staff recommends final acceptance of the subject potable water utility facilities in the amount of $13,059. Staff also recommends acceptance of the Utilities Facilities Deed and the facilities described in the Certification of Contributory Assets, which is attached to this Executive Summary.

5. This final acceptance is in accordance with Collier County, Ordinance No. 2004-31, as amended.

6. Staff is unaware of any issues that would serve to negate the recommendation to approve this final acceptance.

FISCAL IMPACT: Approval of this Executive Summary will have no specific financial impact. However, it will result in the Collier County Water-Sewer District receiving title to a portion of the potable water utility facilities, which have a total gross value of $13,059 (no depreciation applied).

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. – DDP

RECOMMENDATIONS: To approve final acceptance of the potable water and sewer utility facilities and accept the conveyance of a portion of the potable water utility facilities and appurtenant utility easement for Diamond Classic Plumbing, PL20240008815.

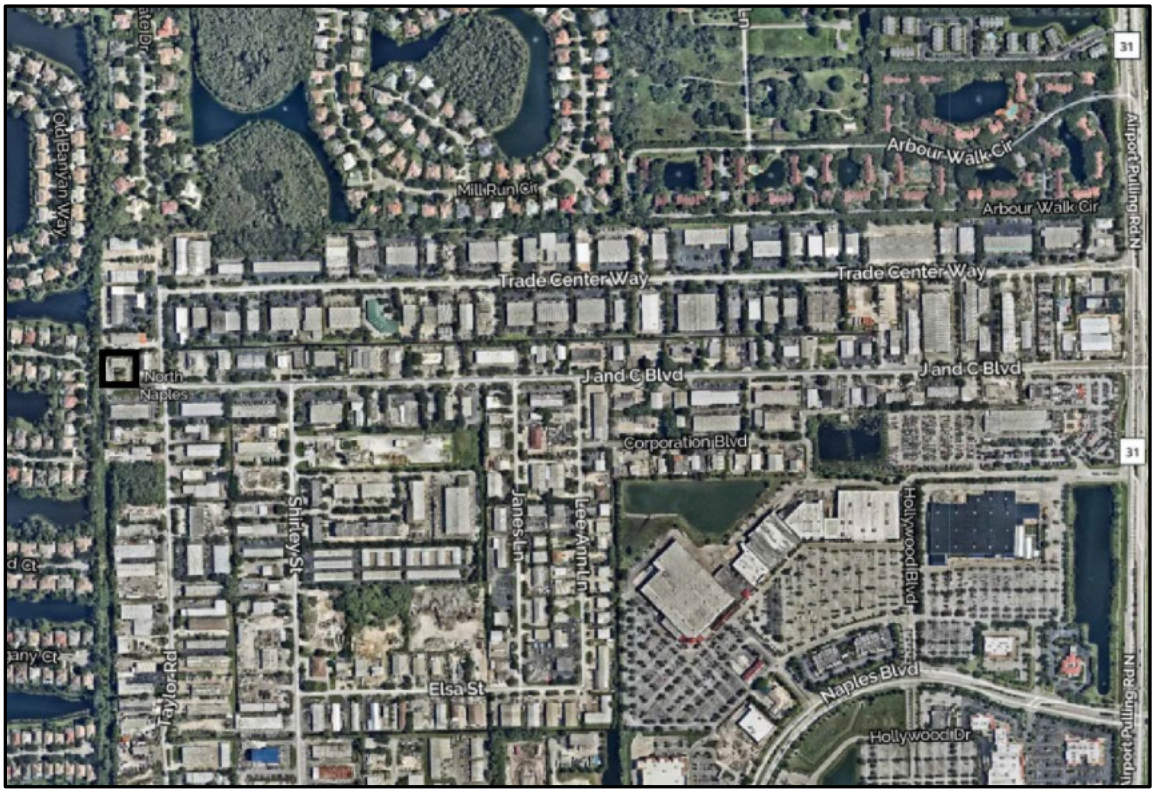
PREPARED BY: Lucia S. Martin, Project Manager I, Development Review Division

ATTACHMENTS:

1. Location Map

2. Assets Sheet
3. Verification of Final Cost
4. Warranty Deed and Bill of Sale

DIAMOND CLASSIC PLUMBING



LOCATION MAP

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: **Classice Diamond Business Park**
PL20210002632

LOCATION: **1717 J And C Blvd. Naples, FL 34109**

NAME & ADDRESS OF OWNER: **Huertas Cassic Properties, LLC**
221 13th Street SW Naples, FL 34117

TYPE OF UTILITY SYSTEM: **POTABLE WATER** (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
TAPPING SLEEVE & VALVE	6" X 10"	1	EA	$2,880.00	$2,880.00
DIP	6"	54	LF	$39.00	$2,106.00
FIRE HYDRANT		1	EA	$5,626.00	$5,626.00
GATE VALVE	6"	1	EA	$1,289.00	$1,289.00
SADDLE & METER BOX	1.5"	1	EA	$1,158.00	$1,158.00

TOTAL COST $13,059.00

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING:

Joseph E. Sieben II - Vice President

OF: **Caloosa Site Development Inc.**
1880 Metro Parkway, Suite J Fort Myers,
FL 33966

STATE OF Fl
COUNTY OF Lee

SWORN TO and subscribed before me by means of ✓ physical presence or ___ online notarization this 7th day of June, 2024, by Joseph E. Sieben II. Such person(s)
Notary Public must check applicable box:

Type of Identification Produced _____.

Notary Public

Seal:

CINDY J WALTERS
Notary Public - State of Florida
Commission # HH 305684
My Comm. Expires Aug 28, 2026
Bonded through National Notary Assn.

VERIFICATION OF FINAL COST

PROJECT NAME: **Classice Diamond Business Park**
PL20210002632

LOCATION: **1717 J And C Blvd. Naples, FL 34109**

NAME & ADDRESS OF OWNER: **Huertas Cassic Properties, LLC**
221 13th Street SW Naples, FL 34117

TYPE OF UTILITY SYSTEM: POTABLE WATER (MATERIAL AND SERVICES)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
Poly Tube (Water Service)	1.5"	35	LF	$59.00	$2,065.00
TAPPING SLEEVE & VALVE	6" x 10"	1	EA	$8,160.00	$8,160.00
DIP	6"	54	LF	$67.00	$3,618.00
FIRE HYDRANT		1	EA	$8,734.00	$8,734.00
GATE VALVE	6"	1	EA	$2,359.00	$2,359.00
SADDLE & METER BOX	1.5"	1	EA	$3,636.00	$3,636.00
FIRE BACKFLOW ASSY	6"	1	EA	$19,122.00	$19,122.00
FDC	6"	1	EA	$2,590.00	$2,590.00
C900 DR14	6"	30	LF	$76.00	$2,280.00
		TOTAL COST			$52,564.00

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system.

CERTIFYING:

JOSEPH E SIEBEN II - VICE PRESIDENT

OF: **CALOOSA SITE DEVELOPMENT INC**
10880 METRO PARKWAY, SUITE J FORT MYERS
FL 33966

STATE OF FL
COUNTY OF LEE

SWORN TO and subscribed before me by means of ✓ physical presence or ___ online notarization this 7th day of June, 2023, by Joseph E. Sieben II. Such person(s) Notary Public must check applicable box:

Type of Identification Produced _____.

Cindy J. Walters
Notary Public

Seal:

CINDY J WALTERS
Notary Public - State of Florida
Commission # HH 305684
My Comm. Expires Aug 28, 2026
Bonded through National Notary Assn.

VERIFICATION OF FINAL COST

PROJECT NAME: **Classice Diamond Business Park**
PL20210002632

LOCATION: **1717 J And C Blvd. Naples, FL 34109**

NAME & ADDRESS OF OWNER: **Huertas Cassic Properties, LLC**
221 13th Street SW Naples, FL 34117

TYPE OF UTILITY SYSTEM: SANITARY SEWER (MATERIAL AND SERVICES)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
SDR26 PVC (Sanitary Lateral)	6"	33	LF	$48.00	$1,584.00
Cleanout Assembly	6"	1	EA	$1,019.00	$1,019.00

TOTAL COST $2,603.00

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system.

CERTIFYING:

JOSEPH E SIEBEN II - VICE PRESIDENT

OF: **CALOOSA SITE DEVELOPMENT INC**
10880 METRO PARKWAY, SUITE J FORT
MYERS FL 33966

STATE OF FL
COUNTY OF LEE

SWORN TO and subscribed before me by means of ✓ physical presence or ___ online notarization this 7th day of June, 2024, by Joseph E. Sieben II. Such person(s)
Notary Public must check applicable box:

Type of Identification Produced _____.

Cindy J. Walters
Notary Public

Seal:

CINDY J WALTERS
Notary Public - State of Florida
Commission # HH 305684
My Comm. Expires Aug 28, 2026
Bonded through National Notary Assn.

INSTR 6612640 OR 6414 PG 2849 RECORDED 11/15/2024 2:36 PM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $0.70 REC $35.50 INDX $1.00

NOT OFFICIAL RECORD

UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE

THIS INDENTURE made this 10th day of September, 2024, between Huertas Classic Properties, LLC, a Florida limited liability company (hereinafter referred to as "Grantor"), and the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT, its successors and assigns, (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water utility facilities and/or systems or portions thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, systems or portions thereof, all situate and lying and being in Collier County, Florida, within the J & C Boulevard public right of way as specifically described in the attached Exhibit "A" which abuts Grantor's property.

See Exhibit "A" the legal description of the Right of Way abutting Grantor's property along with a drawing or sketch that depicts the physical location of the utility systems being conveyed.

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached within Exhibit "A".

TO HAVE AND TO HOLD the same unto the Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating,

operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

Huertas Classic Properties, LLC, a Florida limited liability company

By: Alvino Huerta
Alvino Huerta, Managing Member

By: Luz M. Huerta
Luz M. Huerta, Managing Member

Sophia Sorbara
Witness #1 sign above

SOPHIA SORBARA
Witness #1 print name above

2210 VANDERBILT BEACH RD #1201
NAPLES, FL 34109
Witness #1 Address per Sec. 695.26, *Fla. Stat.*

Michael A Durant
Witness #2 sign above

Michael A Durant
Witness #2 print name above

2210 Vanderbilt Beach Rd #1201
Naples, FL 34109
Witness #2 Address per Sec. 695.26, *Fla. Stat.*

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of [✓] physical presence or [ ] online notarization, this 6th day of **September, 2024**, by **Alvino Huerta and Luz M. Huerta, Managing Members of Huertas Classic Properties, LLC, a Florida limited liability company**, on behalf of the company, who are [ ] personally known to me or who [ ] have produced _____ as identification.

Michael A Durant
Signature
My Commission Expires: _____

[Notary Seal]

MICHAEL A. DURANT
MY COMMISSION # HH 575287
EXPIRES: July 25, 2028

Prepared by:
Michael A. Durant
Conroy, Conroy & Durant, P.A.
2210 Vanderbilt Beach Road, Suite 1201
Naples, FL 34109

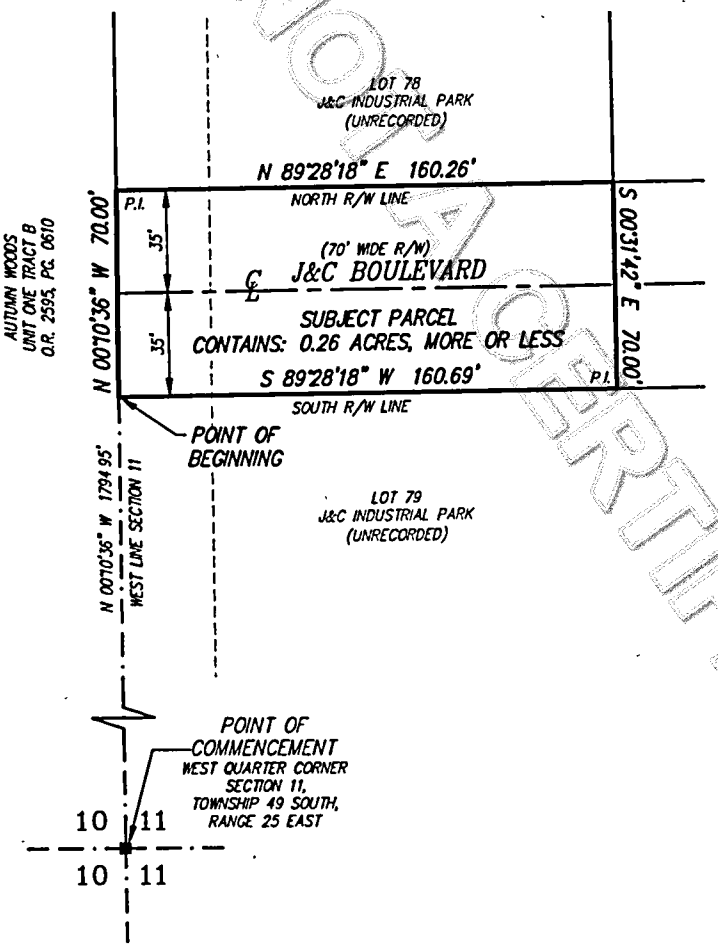
NOT CERTIFIED COPY

Exhibit A

LEGAL DESCRIPTION AND SKETCH

OF

A TRACT OF PARCEL OF LAND LYING IN
SECTION 11, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA



LEGAL DESCRIPTION:

A TRACT OF PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF COLLIER, LYING IN SECTION 11, TOWNSHIP 49 SOUTH, RANGE 25 EAST, BEING A PORTION OF J&C BOULEVARD OF J&C INDUSTRIAL PARK SUBDIVISION, UNRECORDED, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11; THENCE N 00°10'36" W ALONG THE WEST LINE OF SAID SECTION FOR 1,794.95 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 00°10'36" W ALONG SAID WEST LINE FOR 70.00 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID J&C BOULEVARD; THENCE N 89°28'18" E ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 160.26 FEET; THENCE S 00°31'42" E FOR 70.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF SAID J&C BOULEVARD; THENCE S 89°28'18" W ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 160.69 FEET TO THE POINT OF BEGINNING.

NOTES:

1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

2.) BEARINGS ARE BASED ON THE UNRECORDED PLAT OF J&C INDUSTRIAL PARK, WHEREIN THE WEST LINE OF SECTION 11, TOWNSHIP 49 SOUTH, RANGE 25 EAST, BEARS N 00°10'36" W.

3.) ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

4.) ALL LOTS AND EASEMENTS SHOWN HEREON, UNLESS OTHERWISE NOTED, ARE PART OF THE UNRECORDED PLAT OF J&C INDUSTRIAL PARK.

NOT A CERTIFIED COPY

THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Digitally signed
by Allen M Vose III
Date: 2024.08.15
09:28:23 -04'00'

ALLEN M. VOSE III * LICENSE NUMBER 7191 * STATE OF FLORIDA * PROFESSIONAL SURVEYOR & MAPPER

ALLEN M. VOSE III, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NO. 7191
- DATE SIGNED: 08-15-2024
- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

N

1" = 60'

LEGEND:

PG.	INDICATES PAGE
℄	INDICATES CENTERLINE
O.R.	INDICATES OFFICIAL RECORDS
R/W	INDICATES RIGHT-OF-WAY LINE
P.I.	INDICATES POINT OF INTERSECTION
P.S.M.	INDICATES PROFESSIONAL SURVEYOR AND MAPPER

S:\JOBS\87XX\8737\SURVEYING\DESCRIPTIONS\8737 UE SKT.DWG

ATWELL
866.850.4200 www.atwell-group.com
10511 SIX MILE CYPRESS PARKWAY – SUITE 101
FORT MYERS, FLORIDA 33966
(239) 939-5490 – LB# 7832

LEGAL DESCRIPTION AND SKETCH
CLASSIC DIAMOND BUSINESS PARK
COLLIER COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
11-17-2023	8737	UE LEL-SKT	AMV	AMV	1" = 60'	1	1	11-49-25

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: **Classice Diamond Business Park**
PL20210002632

LOCATION: **1717 J And C Blvd. Naples, FL 34109**

NAME & ADDRESS OF OWNER: **Huertas Cassic Properties, LLC**
221 13th Street SW Naples, FL 34117

TYPE OF UTILITY SYSTEM: **POTABLE WATER (MATERIALS ONLY)**

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
TAPPING SLEEVE & VALVE	6" X 10"	1	EA	$2,880.00	$2,880.00
DIP	6"	54	LF	$39.00	$2,106.00
FIRE HYDRANT		1	EA	$5,626.00	$5,626.00
GATE VALVE	6"	1	EA	$1,289.00	$1,289.00
SADDLE & METER BOX	1.5"	1	EA	$1,158.00	$1,158.00
			TOTAL COST		$13,059.00

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING:

Joseph E. Sieben II - Vice President

OF: **Caloosa Site Development Inc.**
1880 Metro Parkway, Suite J Fort Myers,
FL 33966

STATE OF Fl
COUNTY OF Lee

SWORN TO and subscribed before me by means of ✓ physical presence or ___ online notarization this 7th day of June, 2024, by Joseph E. Sieben II. Such person(s)
Notary Public must check applicable box:

Type of Identification Produced _____.

Cindy J Walters
Notary Public

Seal:

CINDY J WALTERS
Notary Public - State of Florida
Commission # HH 305684
My Comm. Expires Aug 28, 2026
Bonded through National Notary Assn.

NOT A CERTIFIED COPY

Executive Summary

Recommendation to approve final acceptance of the potable water and sewer utility facilities and accept the conveyance of the potable water and sewer facilities for Esplanade by the Islands - Phase 3C, PL20240006571.

OBJECTIVE: To have the Board of County Commissioners, as Ex-Officio Governing Board of the Collier County Water-Sewer District, approve final acceptance of these potable water and sewer utility facilities in accordance with the Collier County Utility Standards and Procedures, Ordinance No. 2004-31.

CONSIDERATIONS:

1. The Developer has constructed the potable water and sewer utility facilities for Esplanade by the Islands - Phase 3C, within dedicated easements to serve this development (see attached location map). The potable water and sewer utility facilities were offered for conveyance to the County, as described in Official Records (O.R.) Book 6406, Page (PG) 408, and are located within County utility easements dedicated by the plat of Esplanade by the Islands – Phase 3 Replat, recorded in Plat Book 74, Pages 35 through 48 of the Public Records of Collier County, Florida. The value of these potable water and sewer utility facilities (assets) were $65,302.80 and $59,447.73 respectively.

2. Staff recorded all final acceptance documents associated with the potable water and sewer utility facilities conveyed to the County in the public records of Collier County. The county attorney's office reviewed and approved the documents as to form and legality. The County acquired its interest in potable water and sewer utility facilities through the warranty deed and bill of sales recorded in 6406, PG 408, of the Public Records of Collier County, Florida ("The Utilities Facilities Deeds").

3. Staff conducted a final inspection on August 30, 2024, in coordination with Public Utilities to discover defects in materials and workmanship. The facilities were found to be satisfactory and acceptable.

4. Staff recommends final acceptance of the subject potable water and sewer utility facilities in the amount of $124,750.53. Staff also recommends acceptance of the Utilities Facilities Deed and the facilities described in the Certification of Contributory Assets, which is attached to this Executive Summary.

5. This final acceptance is in accordance with Collier County, Ordinance No. 2004-31, as amended.

6. Staff is unaware of any issues that would serve to negate the recommendation to approve this final acceptance.

FISCAL IMPACT: Approval of this Executive Summary will result in the Collier County Water-Sewer District receiving title to the potable water and sewer utility facilities, which have a gross value of $124,750.53 (no depreciation applied), and an asset will be recorded in the financial records of the county.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval.–DDP

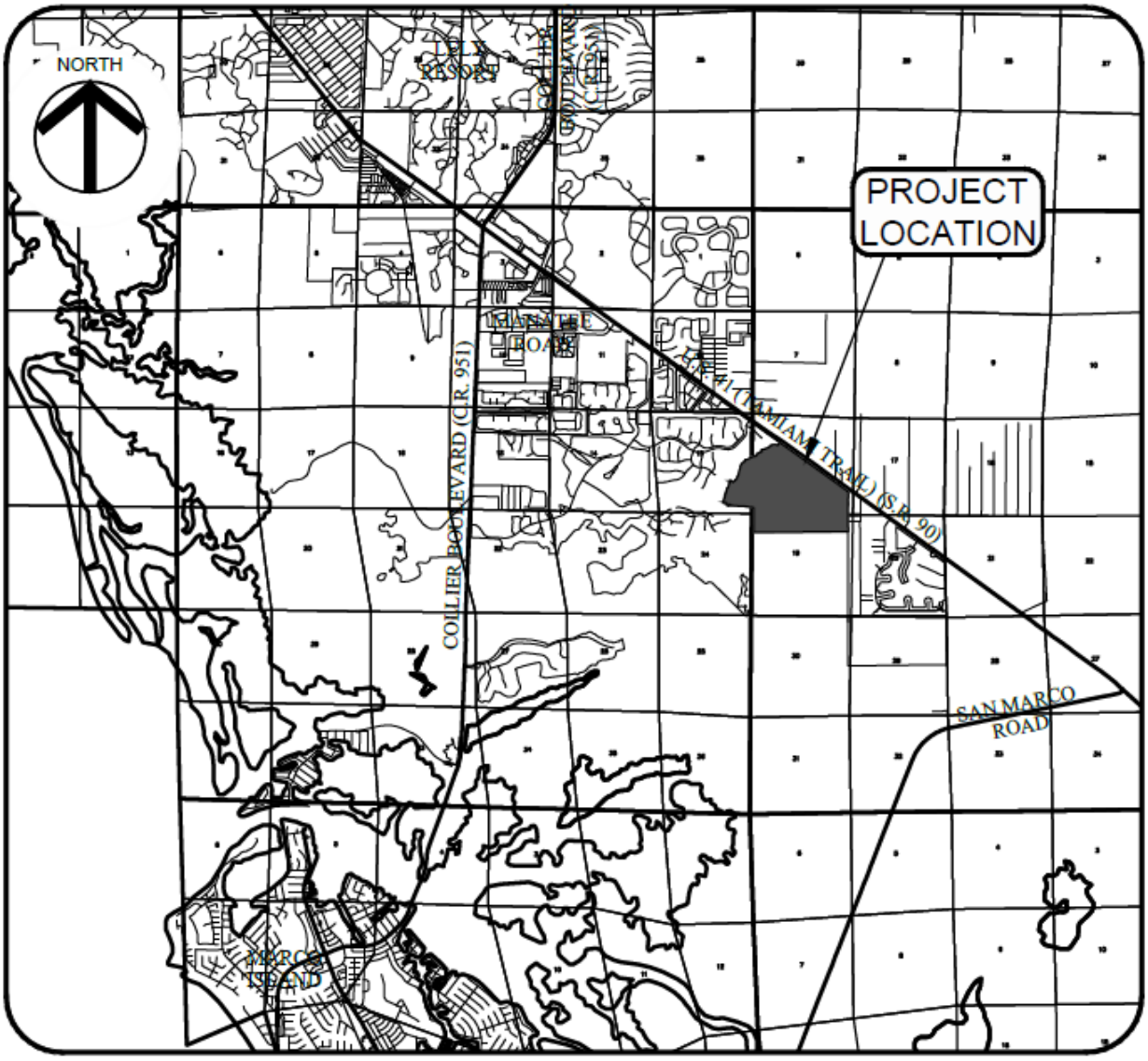
RECOMMENDATIONS: To approve final acceptance and accept the conveyance of the potable water and sewer utility facilities for Esplanade by the Islands - Phase 3C, PL20240006571.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review Division

ATTACHMENTS:

1. Location Map
2. Assets Sheet
3. Verification of Final Cost
4. Warranty Deed and BIll of Sale
5. Plat Map

ESPLANADE BY THE ISLANDS -PHASE 3C



LOCATION MAP

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: **Esplanade By The Islands - Phase 3C**

LOCATION: **ALL OF CASSIO WAY, ESPLANADE BY THE ISLANDS - PHASE 3 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 35 THROUGH 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.**

NAME & ADDRESS OF OWNER: **Taylor Morrison of Florida, Inc.**
28100 Bonita Grande Drive - Suite 102
Bonita Springs, Florida 34135

TYPE OF UTILITY SYSTEM: **SANITARY SEWER** (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
8" PVC Sanitary Sewer SDR-26 (0-6')		501	LF	$17.33	$8,682.33
8" PVC Sanitary Sewer SDR-26 (6-8')		409	LF	$17.33	$7,087.97
8" PVC Sanitary Sewer SDR-26 (8-10')		260	EA	$17.33	$4,505.80
4' Manhole (0-6')		2	EA	$4,372.02	$8,744.04
4' Manhole (6-8')		3	EA	$4,922.00	$14,766.00
6" Double PVC Sewer Service		12	EA	$784.31	$9,411.72
6" Single PVC Sewer Service		9	EA	$694.43	$6,249.87
			TOTAL COST		**$59,447.73**

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING:

Jayson Oreschnick, Vice President

OF: **Haleakala Construction, Inc.**
5758 Taylor Rd.
Naples, FL 34109

STATE OF FLORIDA
COUNTY OF COLLIER COUNTY

The foregoing instrument was signed and acknowledged before me this 13th day of June, 2024 by Jayson Oreschnick who is personally known to me __X__ OR who produced identification _____

Type of Identification Produced _____.

Notary Public Spencer Casteel

Seal:

SPENCER CASTEEL
Notary Public - State of Florida
Commission # HH 376533
My Comm. Expires Mar 20, 2027

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: **Esplanade By The Islands - Phase 3C**

LOCATION: **ALL OF CASSIO WAY, ESPLANADE BY THE ISLANDS - PHASE 3 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 35 THROUGH 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.**

NAME & ADDRESS OF OWNER: **Taylor Morrison of Florida, Inc.**
28100 Bonita Grande Drive - Suite 102
Bonita Springs, Florida 34135

TYPE OF UTILITY SYSTEM: **POTABLE WATER** (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
6" PVC Water Main (C900, DR-18)	6"	393	LF	$15.09	$5,929.19
8" PVC Water Main (C900, DR-18)	8"	822	LF	$27.62	$22,703.64
8" Gate Valve	8"	1	LF	$1,761.22	$1,761.22
1.5" Single Water Service, Complete	1.5"	3	EA	$749.00	$2,247.00
1.5" Double Water Service, Complete	1.5"	15	EA	$909.50	$13,642.50
Automatic Flushing Device		1	EA	$4,494.00	$4,494.00
Fire Hydrant, Complete		3	EA	$4,841.75	$14,525.25
		TOTAL COST			**$65,302.80**

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING:

Jayson Oreschnick, Vice President

OF: **Haleakala Construction, Inc.**
5758 Taylor Rd.
Naples, FL 34109

STATE OF FLORIDA
COUNTY OF COLLIER COUNTY

The foregoing instrument was signed and acknowledged before me this 13th day of June, 2024 by Jayson Oreschnick who is personally known to me __X__ OR who produced identification _____

Type of Identification Produced _____.

Notary Public Spencer Casteel

Seal:

SPENCER CASTEEL
Notary Public - State of Florida
Commission # HH 376533
My Comm. Expires Mar 20, 2027

VERIFICATION OF FINAL COST

PROJECT NAME: **Esplanade By The Islands - Phase 3C**

LOCATION: **ALL OF CASSIO WAY, ESPLANADE BY THE ISLANDS - PHASE 3 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 35 THROUGH 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.**

NAME & ADDRESS OF OWNER: **Taylor Morrison of Florida, Inc.**
28100 Bonita Grande Drive - Suite 102
Bonita Springs, Florida 34135

TYPE OF UTILITY SYSTEM: **SANITARY SEWER** (MATERIAL AND SERVICES)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
8" PVC Sanitary Sewer SDR-26 (0-6')		501	LF	$52.85	$26,477.85
8" PVC Sanitary Sewer SDR-26 (6-8')		409	LF	$67.55	$27,627.95
8" PVC Sanitary Sewer SDR-26 (8-10')		260	EA	$82.25	$21,385.00
4' Manhole (0-6')		2	EA	$7,583.12	$15,166.24
4' Manhole (6-8')		3	EA	$8,685.60	$26,056.80
6" Double PVC Sewer Service		12	EA	$1,401.03	$16,812.36
6" Single PVC Sewer Service		9	EA	$1,306.65	$11,759.85
				TOTAL COST	**$145,286.05**

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING:

Jayson Oreschnick, Vice President

OF: **Haleakala Construction, Inc.**
5758 Taylor Rd.
Naples, FL 34109

STATE OF FLORIDA
COUNTY OF COLLIER COUNTY

The foregoing instrument was signed and acknowledged before me this 13th day of June, 2024 by Jayson Oreschnick who is personally known to me __X__ OR who produced identification _____

Type of Identification Produced _____.

Notary Public Spencer Casteel

Seal:

SPENCER CASTEEL
Notary Public - State of Florida
Commission # HH 376533
My Comm. Expires Mar 20, 2027

VERIFICATION OF FINAL COST

PROJECT NAME: **Esplanade By The Islands - Phase 3C**

LOCATION: **ALL OF CASSIO WAY, ESPLANADE BY THE ISLANDS - PHASE 3 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 35 THROUGH 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.**

NAME & ADDRESS OF OWNER: **Taylor Morrison of Florida, Inc.**
28100 Bonita Grande Drive - Suite 102
Bonita Springs, Florida 34135

TYPE OF UTILITY SYSTEM: **POTABLE WATER** (MATERIAL AND SERVICES)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
6" PVC Water Main (C900, DR-18)	6"	393	LF	$35.06	$13,778.58
8" PVC Water Main (C900, DR-18)	8"	822	LF	$50.68	$41,658.96
8" Gate Valve	8"	1	LF	$2,610.53	$2,610.53
1.5" Single Water Service, Complete	1.5"	3	EA	$1,363.95	$4,091.85
1.5" Double Water Service, Complete	1.5"	15	EA	$1,532.48	$22,987.20
Automatic Flushing Device		1	EA	$6,372.45	$6,372.45
Fire Hydrant, Complete		3	EA	$7,183.84	$21,551.52
		TOTAL COST			**$113,051.09**

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING: _____

Jayson Oreschnick, Vice President

OF: **Haleakala Construction, Inc.**
5758 Taylor Rd.
Naples, FL 34109

STATE OF FLORIDA
COUNTY OF COLLIER COUNTY

The foregoing instrument was signed and acknowledged before me this 13th day of June, 2024 by Jayson Oreschnick who is personally known to me __X__ OR who produced identification _____

Type of Identification Produced _____.

_____
Notary Public Spencer Casteel

Seal:

SPENCER CASTEEL
Notary Public - State of Florida
Commission # HH 376533
My Comm. Expires Mar 20, 2027

INSTR 6602136 OR 6406 PG 408 RECORDED 10/17/2024 9:40 AM PAGES 7
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $0.70 REC $61.00
CONS $10.00

Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

NOT OFFICIAL UNTIL RECORDED COPY

UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE
(Currents CDD to Collier County)
(Phase 3C)

THIS INDENTURE made this 9 day of July, 2024, between CURRENTS **COMMUNITY DEVELOPMENT DISTRICT,** a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o JPWard & Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308 (hereinafter referred to as "Grantor"), and **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT,** its successors and/or assigns (hereinafter referred to as "Grantee").

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit "A" attached hereto and incorporated by reference herein.)

(Exhibit "B" attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

Witnesses:

Signature
Printed Name: Jarret English
Address: 28100 Bonita Grande Dr. suite 102
Bonita springs, FL 34135

Signature
Printed Name: Gina Delevieleuse
Address: 28100 Bonita Grande Dr suite 102
Bonita Springs FL 34135

CURRENTS COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes

By: _____
Charles Cook, Chairman

Address: 28100 Bonita Grande Dr. suite 102
Bonita springs, FL 34135

STATE OF FLORIDA)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 9 day of July, 2024, by Charles Cook, as Chairman of Currents Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who is (✓) personally known to me or ( ) has produced _____ as evidence of identification.

(SEAL)

Notary Public State of Florida
Valeria Lagunas-Silva
My Commission
HH 185406
Exp.10/12/2025

Lagunas
Valeria
NOTARY PUBLIC
Name: Valeria Lagunas-Silva
(Type or Print)
My Commission Expires: 10/12/2025
Address: 28100 Bonita Grande Dr. suite 102
Bonita Springs, FL 34135

NOT A CERTIFIED COPY

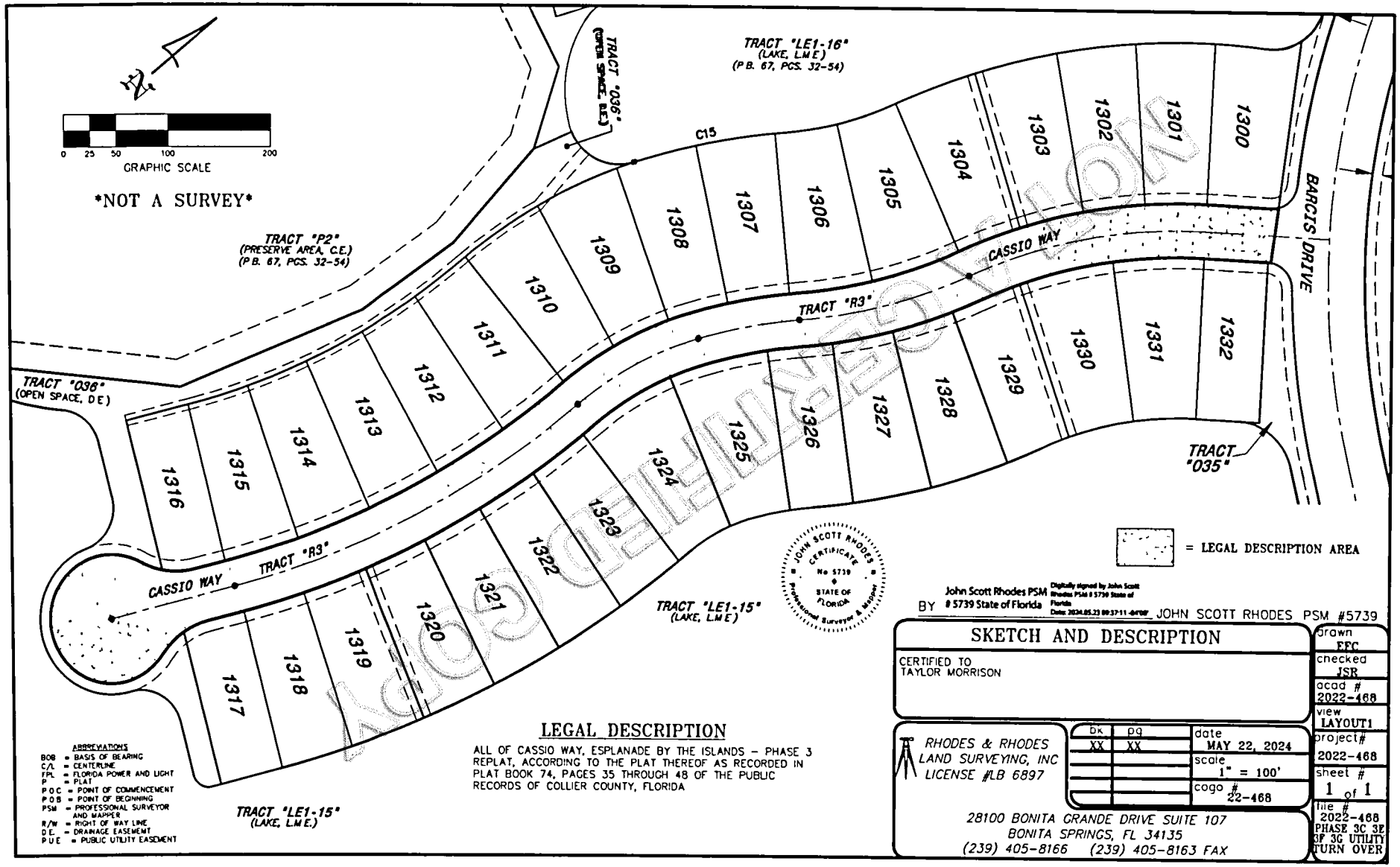
Exhibit "A"
Legal Description

ALL OF CASSIO WAY, ESPLANADE BY THE ISLANDS - PHASE 3 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 35 THROUGH 48, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOT A CERTIFIED COPY

Exhibit "B"
Sketch

NOT A CERTIFIED COPY



LEGAL DESCRIPTION

ALL OF CASSIO WAY, ESPLANADE BY THE ISLANDS – PHASE 3 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 35 THROUGH 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

John Scott Rhodes PSM #5739 BY JOHN SCOTT RHODES PSM #5739

SKETCH AND DESCRIPTION

CERTIFIED TO
TAYLOR MORRISON

bk	pg	date
XX	XX	MAY 22, 2024
		scale 1" = 100'
		cogo # 22-468

drawn EEC
checked JSR
acad # 2022-468
view LAYOUT1
project # 2022-468
sheet # 1 of 1
file # 2022-468 PHASE 3C 3F 3F 3G UTILITY TURN OVER

RHODES & RHODES
LAND SURVEYING, INC
LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: **Esplanade By The Islands - Phase 3C**

LOCATION: **ALL OF CASSIO WAY, ESPLANADE BY THE ISLANDS - PHASE 3 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 35 THROUGH 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.**

NAME & ADDRESS OF OWNER: **Taylor Morrison of Florida, Inc.**
28100 Bonita Grande Drive - Suite 102
Bonita Springs, Florida 34135

TYPE OF UTILITY SYSTEM. **POTABLE WATER** (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
6" PVC Water Main (C900, DR-18)	6"	393	LF	$15 09	$5,929.19
8" PVC Water Main (C900, DR-18)	8"	822	LF	$27.62	$22,703.64
8" Gate Valve	8"	1	LF	$1,761.22	$1,761.22
1.5" Single Water Service, Complete	1.5"	3	EA	$749.00	$2,247.00
1.5" Double Water Service, Complete	1 5"	15	EA	$909.50	$13,642.50
Automatic Flushing Device		1	EA	$4,494.00	$4,494.00
Fire Hydrant, Complete		3	EA	$4,841.75	$14,525.25
		TOTAL COST			**$65,302.80**

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities

CERTIFYING:

Jayson Oreschnick, Vice President

OF: **Haleakala Construction, Inc.**
5758 Taylor Rd.
Naples, FL 34109

STATE OF FLORIDA
COUNTY OF COLLIER COUNTY

The foregoing instrument was signed and acknowledged before me this 13th day of June, 2024 by Jayson Oreschnick who is personally known to me __X__ OR who produced identification _____

Type of Identification Produced _____

Notary Public Spencer Casteel

Seal.

SPENCER CASTEEL
Notary Public - State of Florida
Commission # HH 376533
My Comm. Expires Mar 20, 2027

NOT A CERTIFIED COPY

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME. **Esplanade By The Islands - Phase 3C**

LOCATION **ALL OF CASSIO WAY, ESPLANADE BY THE ISLANDS - PHASE 3 REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 35 THROUGH 48 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.**

NAME & ADDRESS OF OWNER: **Taylor Morrison of Florida, Inc.**
28100 Bonita Grande Drive - Suite 102
Bonita Springs, Florida 34135

TYPE OF UTILITY SYSTEM. **SANITARY SEWER** (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
8" PVC Sanitary Sewer SDR-26 (0-6')		501	LF	$17.33	$8,682.33
8" PVC Sanitary Sewer SDR-26 (6-8')		409	LF	$17.33	$7,087.97
8" PVC Sanitary Sewer SDR-26 (8-10')		260	EA	$17.33	$4,505.80
4' Manhole (0-6')		2	EA	$4,372.02	$8,744.04
4' Manhole (6-8')		3	EA	$4,922.00	$14,766.00
6" Double PVC Sewer Service		12	EA	$784.31	$9,411.72
6" Single PVC Sewer Service		9	EA	$694.43	$6,249.87
		TOTAL COST			**$59,447.73**

NOT A CERTIFIED COPY

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING:

Jayson Oreschnick, Vice President

OF: **Haleakala Construction, Inc.**
5758 Taylor Rd.
Naples, FL 34109

STATE OF FLORIDA
COUNTY OF COLLIER COUNTY

The foregoing instrument was signed and acknowledged before me this 13th day of June, 2024 by Jayson Oreschnick who is personally known to me __X__ OR who produced identification _____

Type of Identification Produced _____

Notary Public Spencer Casteel

Seal.

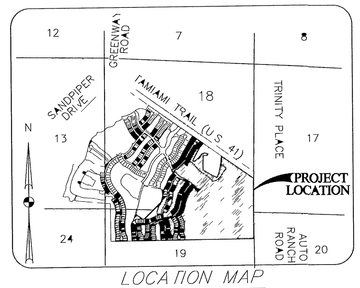
SPENCER CASTEEL
Notary Public - State of Florida
Commission # HH 376533
My Comm. Expires Mar 20, 2027

PLAT BOOK 74 PAGE 35

SHEET 1 OF 14

Esplanade By The Islands - Phase 3 Replat

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55, LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 3I, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
A SUBDIVISION LOCATED IN
SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE
SEE SHEET 2 FOR SURVEY NOTES

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS TAYLOR MORRISON OF FLORIDA INC A FLORIDA CORPORATION (DEVELOPER) AND CURRENTS COMMUNITY DEVELOPMENT DISTRICT A UNIT OF SPECIAL PURPOSE GOVERNMENT PURSUANT TO CHAPTER 190 FLORIDA STATUTES OWNERS OF THE LANDS DESCRIBED HEREON HAS CAUSED THIS PLAT ENTITLED ESPLANADE BY THE ISLANDS – PHASE 3 REPLAT TO BE MADE AND DOES HEREBY

A DEDICATE TO THE ESPLANADE BY THE ISLANDS COMMUNITY ASSOCIATION, INC

1 ALL OF TRACT R2 AND R3 FOR PRIVATE ROAD RIGHT-OF-WAY (R O W) SUBJECT TO EASEMENTS AND SHARED USES AS HEREINAFTER SET FORTH WITH RESPONSIBILITY FOR MAINTENANCE SAID TRACTS R2 AND R3 ARE PRIVATE RIGHTS-OF-WAY FOR WHICH COLLIER COUNTY HAS NO RESPONSIBILITY FOR MAINTENANCE

2 TRACTS O33 THROUGH O49 (INCLUSIVE) (OPEN SPACE) FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF LANDSCAPING SIDEWALKS AND IRRIGATION SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE

3 ALL ACCESS EASEMENTS (A E) AND TEMPORARY ACCESS EASEMENTS (T A E) AS DEPICTED WITH RESPONSIBILITY FOR MAINTENANCE

4 AN IRRIGATION EASEMENT (I E) OVER TRACTS R2 AND R3 FOR THE PURPOSE OF CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATION OF IRRIGATION FACILITIES WITH RESPONSIBILITY FOR MAINTENANCE PROVIDED THAT SUCH USES BE SUBJECT TO AND NOT INCONSISTENT WITH USES BY THE COLLIER COUNTY WATER-SEWER DISTRICT

5 ALL LANDSCAPE BUFFER EASEMENTS (L B E) FOR LANDSCAPING AND BUFFER PURPOSES WITH RESPONSIBILITY FOR MAINTENANCE

B DEDICATE TO COLLIER COUNTY WATER-SEWER DISTRICT

1 ALL COUNTY UTILITY EASEMENTS (C U E) FOR POTABLE WATER NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF AND INGRESS AND EGRESS RIGHTS WHERE APPROPRIATE ARE PROVIDED TO THE COLLIER COUNTY WATER-SEWER DISTRICT TO OPERATE AND MAINTAIN POTABLE WATER NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER UTILITY SYSTEMS OR PORTION(S) THEREOF WITHIN THE PLATTED AREA AFTER FINAL CONVEYANCE TO THE COLLIER COUNTY WATER-SEWER DISTRICT AND WHERE APPLICABLE TO INSTALL THE COLLIER COUNTY WATER-SEWER DISTRICT'S CONNECTING UTILITY FACILITIES WITHIN SUCH EASEMENT(S) WITH NO RESPONSIBILITY FOR MAINTENANCE OF THE SURFACE EASEMENT AREA

2 APPLICABLE POTABLE WATER NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF CONSTRUCTED WITHIN THIS PLATTED AREA IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THE COLLIER COUNTY UTILITIES STANDARDS AND PROCEDURES ORDINANCE (2004-31) AS AMENDED SHALL BE CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS (BOARD) AS THE EX-OFFICIO GOVERNING BOARD OF THE WATER-SEWER DISTRICT UPON ACCEPTANCE OF THE ADDITIONS EXTENSIONS AND/OR IMPROVEMENTS REQUIRED BY THE PLAT

C DEDICATE TO COLLIER COUNTY

1 ALL DRAINAGE EASEMENTS (D E) AND TEMPORARY DRAINAGE EASEMENTS (T D E) AS DEPICTED WITH NO RESPONSIBILITY FOR MAINTENANCE

2 ALL ACCESS EASEMENTS (A E) AND TEMPORARY ACCESS EASEMENTS (T A E) AS DEPICTED WITH NO RESPONSIBILITY FOR MAINTENANCE

D DEDICATE PUBLIC UTILITY EASEMENTS (P U E) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES

ALL PLATTED PUBLIC UTILITY EASEMENTS (P U E) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED HOWEVER NO SUCH CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE GAS OR OTHER PUBLIC UTILITY AND THAT SUCH USES BE SUBJECT TO AND NOT INCONSISTENT WITH THE USE BY COLLIER COUNTY WATER-SEWER DISTRICT IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC TELEPHONE GAS OR OTHER PUBLIC UTILITY SUCH CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION

E DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE GREATER NAPLES FIRE RESCUE DISTRICT

A NON-EXCLUSIVE ACCESS EASEMENT (A E) OVER AND ACROSS TRACTS R2 AND R3 FOR THE SOLE PURPOSE OF PERMITTING EMERGENCY AND SERVICE VEHICLES THEREON WITH NO RESPONSIBILITY FOR MAINTENANCE THEREOF

F DEDICATE TO CURRENTS COMMUNITY DEVELOPMENT DISTRICT, A UNIT OF SPECIAL PURPOSE GOVERNMENT PURSUANT TO CHAPTER 190, FLORIDA STATUTES

1 TRACTS LE1-9 LE1-10 LE1-14 LE1-15 LE1-21 LE1-23 AND LE1-24 AS LAKE FOR THE PURPOSE OF CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES SUBJECT TO THE EASEMENTS DEPICTED HEREON WITH RESPONSIBILITY FOR MAINTENANCE

2 ALL DRAINAGE EASEMENTS (D E) AND TEMPORARY DRAINAGE EASEMENTS (T D E) AS DEPICTED FOR THE PURPOSE OF CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES WITH RESPONSIBILITY FOR MAINTENANCE

3 ALL LAKE MAINTENANCE EASEMENTS (L M E) AS DEPICTED WITH RESPONSIBILITY FOR MAINTENANCE

4 A RIGHT OF ACCESS OVER THOSE AREAS INDICATED ON THE PLAT AS DRAINAGE EASEMENTS (D E) AND TEMPORARY DRAINAGE EASEMENTS (T D E) AS DEPICTED FOR THE PURPOSE OF ACCESS TO THE SAME FOR CONSTRUCTION INSTALLATION AND OPERATION OF STORMWATER/DRAINAGE FACILITIES WITH RESPONSIBILITY FOR MAINTENANCE

5 ALL ACCESS EASEMENTS (A E) AND TEMPORARY ACCESS EASEMENTS (T A E) AS DEPICTED WITH NO RESPONSIBILITY FOR MAINTENANCE

G RESERVE TO THE ("DEVELOPER"), ITS SUCCESSORS AND/OR ASSIGNS

1 TRACT F3A FOR FUTURE DEVELOPMENT WITH RESPONSIBILITY FOR MAINTENANCE BUT SPECIFICALLY EXCLUDING THOSE PORTIONS OF TRACT F3A THAT WERE PREVIOUSLY CONVEYED TO CURRENTS COMMUNITY DEVELOPMENT DISTRICT BY SPECIAL WARRANTY DEED RECORDED OCTOBER 16 2019 IN OFFICIAL RECORDS BOOK 5684 PAGE 3870 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA WHICH PORTIONS ARE RESERVED TO CURRENTS COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSE OF CONSTRUCTION INSTALLATION MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES WITH RESPONSIBILITY FOR MAINTENANCE SUCH RESERVATIONS ARE SUBJECT TO THE EASEMENTS DEPICTED HEREON

2 THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACTS R2 R3 AND ALL DRAINAGE EASEMENTS (D E)

LEGAL DESCRIPTION

ALL OF ESPLANADE BY THE ISLANDS – PHASE 3 AS RECORDED IN PLAT BOOK 73 PAGES 42 THROUGH 55 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 3I AS RECORDED IN PLAT BOOK 73 PAGES 88 AND 89 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA LYING WITHIN SECTIONS 18 AND 19 TOWNSHIP 51 SOUTH RANGE 27 EAST COLLIER FLORIDA COUNTY

CONTAINING 238 801 ACRES MORE OR LESS

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

IN WITNESS WHEREOF TAYLOR MORRISON OF FLORIDA INC A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 21 DAY OF February 2024 A D

WITNESSES

SIGNATURE

NIK KASTEN
PRINT NAME

SIGNATURE

BRANDON HADLOCK
PRINT NAME

TAYLOR MORRISON OF FLORIDA INC
A FLORIDA CORPORATION
BY
Felipe Gonzalez VP of Land Development
NAME TITLE

IN WITNESS WHEREOF CURRENTS COMMUNITY DEVELOPMENT DISTRICT A UNIT OF SPECIAL PURPOSE GOVERNMENT PURSUANT TO CHAPTER 190 FLORIDA STATUTES HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 21 DAY OF February 2024 A D

WITNESSES

SIGNATURE

NIK KASTEN
PRINT NAME

SIGNATURE

BRANDON HADLOCK
PRINT NAME

CURRENTS COMMUNITY DEVELOPMENT DISTRICT A UNIT OF SPECIAL PURPOSE GOVERNMENT PURSUANT TO CHAPTER 190 FLORIDA STATUTES
BY
CHARLES E COOK
CHAIRMAN OF THE BOARD OF SUPERVISORS

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Lee

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 21 DAY OF February 2024 BY CHARLES E COOK AS THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE CURRENTS COMMUNITY DEVELOPMENT DISTRICT A UNIT OF SPECIAL PURPOSE GOVERNMENT CREATED PURSUANT TO CHAPTER 190 FLORIDA STATUTES ON BEHALF OF THE DISTRICT WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

JESSICA K LINN
NAME OF ACKNOWLEDGER TYPED PRINTED OR STAMPED

(SEAL) JESSICA K LINN
Notary Public State of Florida
Commission #HH 211052
My Commission Expires
April 16 2026

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 21 DAY OF February 2024 A D BY Felipe Gonzalez AS Vice President OF TAYLOR MORRISON OF FLORIDA INC A FLORIDA CORPORATION ON BEHALF OF THE CORPORATION HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

JESSICA K LINN
NAME OF ACKNOWLEDGER TYPED PRINTED OR STAMPED

(SEAL) JESSICA K LINN
Notary Public State of Florida
Commission #HH 211052
My Commission Expires
April 16 2026

NOTE

1 THIS PROJECT IS WITHIN THE MARCO SHORES / FIDDLER'S CREEK PUD NO ORD 84-42 AS AMENDED

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY FLORIDA THIS 26th DAY OF FEBRUARY 2024 A D

For
JACK MCKENNA P E
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS 26TH DAY OF FEBRUARY 2024 A D

MARQUIS L BERMAN P S M #5086
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 8TH DAY OF MARCH 2024 A D

DEREK D PERRY
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF COLLIER

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY FLORIDA THIS 12TH DAY OF DECEMBER 2023 A D PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY FLORIDA

ATTEST
CRYSTAL K KINZEL CLERK
OF CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY FLORIDA

CHRIS HALL CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY FLORIDA

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 2:24 (A M OR ~~P M~~) THIS 11th DAY OF March 2024 A D AND DULY RECORDED IN PLAT BOOK 74 PAGE(S) 35 THROUGH 48 INCLUSIVE OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA

D.C.
CRYSTAL K KINZEL CLERK
OF THE CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY FLORIDA

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AS PROVIDED IN CHAPTER 177 041 FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 PART 1 AS AMENDED FLORIDA STATUTES
IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS HAVE BEEN SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS

RHODES & RHODES LAND SURVEYING INC

JOHN SCOTT RHODES P S M 5739

2-2-24
DATED

THIS INSTRUMENT PREPARED BY
JOHN SCOTT RHODES P S M #5739

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor and Mapper

28100 BONITA GRANDE DRIVE SUITE #107
BONITA SPRINGS FL 34135
(239) 405-8166 FAX NO (239) 405-8163
FLORIDA BUSINESS LICENSE NO LB 6897

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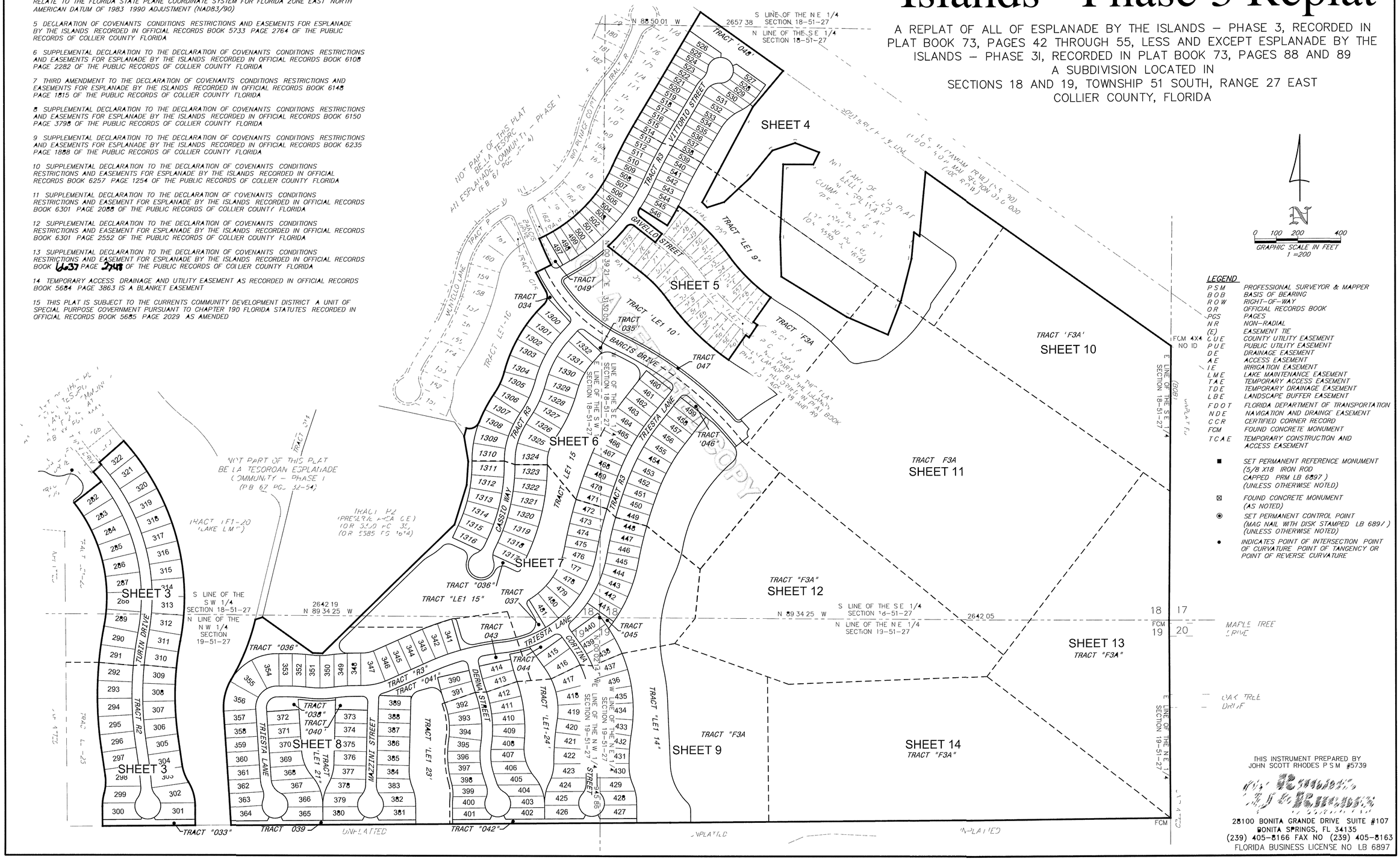
PLAT BOOK 74 PAGE 36

Esplanade By The Islands - Phase 3 Replat

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55, LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 3I, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
A SUBDIVISION LOCATED IN
SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA

SURVEY NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
2. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED
3. UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR
4. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 18 TOWNSHIP 51 SOUTH RANGE 27 EAST COLLIER COUNTY FLORIDA AS BEING SOUTH 00.31.32 WEST AND RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM FOR FLORIDA ZONE EAST NORTH AMERICAN DATUM OF 1983 1990 ADJUSTMENT (NAD83/90)
5. DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENTS FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 5733 PAGE 2764 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
6. SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENTS FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 6108 PAGE 2282 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
7. THIRD AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENTS FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 6148 PAGE 1815 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
8. SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENTS FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 6150 PAGE 3798 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
9. SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENTS FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 6235 PAGE 1858 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
10. SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENTS FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 6257 PAGE 1254 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
11. SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENT FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 6301 PAGE 2088 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
12. SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENT FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 6301 PAGE 2552 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
13. SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS AND EASEMENT FOR ESPLANADE BY THE ISLANDS RECORDED IN OFFICIAL RECORDS BOOK 6037 PAGE 2748 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA
14. TEMPORARY ACCESS DRAINAGE AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5684 PAGE 3863 IS A BLANKET EASEMENT
15. THIS PLAT IS SUBJECT TO THE CURRENTS COMMUNITY DEVELOPMENT DISTRICT A UNIT OF SPECIAL PURPOSE GOVERNMENT PURSUANT TO CHAPTER 190 FLORIDA STATUTES RECORDED IN OFFICIAL RECORDS BOOK 5655 PAGE 2029 AS AMENDED



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GRAPHIC SCALE IN FEET
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LEGEND

P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
B.O.B.	BASIS OF BEARING
R.O.W.	RIGHT-OF-WAY
O.R.	OFFICIAL RECORDS BOOK
PGS	PAGES
N.R.	NON-RADIAL
(E)	EASEMENT TIE
C.U.E.	COUNTY UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
I.E.	IRRIGATION EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
T.A.E.	TEMPORARY ACCESS EASEMENT
T.D.E.	TEMPORARY DRAINAGE EASEMENT
L.B.E.	LANDSCAPE BUFFER EASEMENT
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
N.D.E.	NAVIGATION AND DRAINGE EASEMENT
C.C.R.	CERTIFIED CORNER RECORD
FCM	FOUND CONCRETE MONUMENT
T.C.A.E.	TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

■ SET PERMANENT REFERENCE MONUMENT (5/8 X18 IRON ROD CAPPED PRM LB 6897) (UNLESS OTHERWISE NOTED)

⊠ FOUND CONCRETE MONUMENT (AS NOTED)

◉ SET PERMANENT CONTROL POINT (MAG NAIL WITH DISK STAMPED LB 6897) (UNLESS OTHERWISE NOTED)

• INDICATES POINT OF INTERSECTION POINT OF CURVATURE POINT OF TANGENCY OR POINT OF REVERSE CURVATURE

DO NOT COPY

THIS INSTRUMENT PREPARED BY
JOHN SCOTT RHODES P.S.M. #5739

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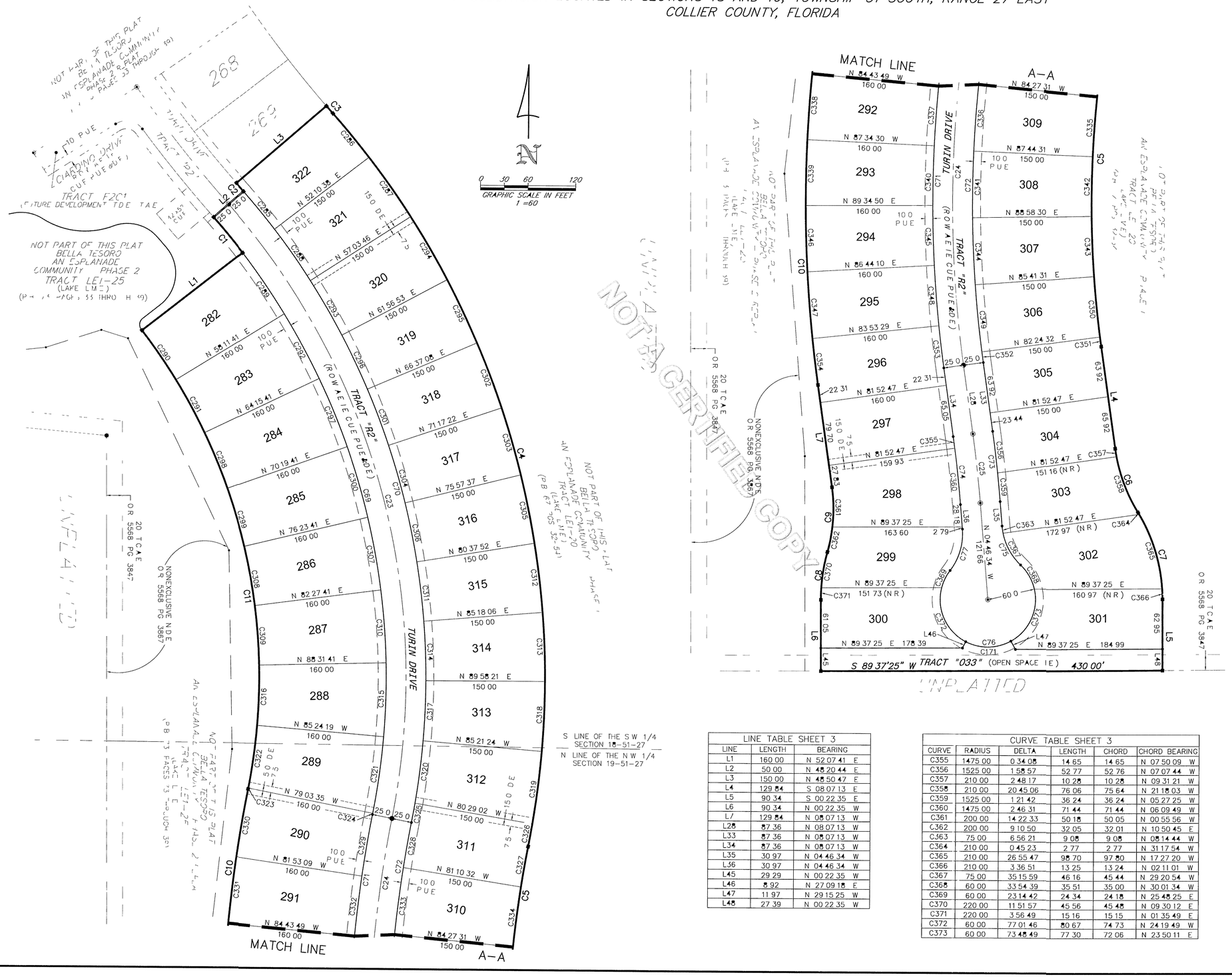
COLLIER COUNTY, FLORIDA

PLAT BOOK 74 PAGE 37

SHEET 3 OF 14


MATCH LINE
A–A
TURIN DRIVE
TRACT "R2"
(R O W A E I E CUE PUE 80 0 E)
TRACT F2C1
(FUTURE DEVELOPMENT TDE TAE)
NOT PART OF THIS PLAT
BELLA TESORO
AN ESPLANADE
COMMUNITY PHASE 2
TRACT LE1-25
(LAKE LM E)
(PB 73 PAGES 33 THRO H 49)
NOT PART OF THIS PLAT
BELLA TESORO
AN ESPLANADE
COMMUNITY PHASE 3
TRACT LE1-20
(LAKE M E)
(PB 73 PAGES 33 THROUGH 39)
NOT PART OF THIS PLAT
ESPLANADE BY THE ISLANDS
PHASE 3
(PB 73 PAGES 33 THROUGH 39

PLAT BOOK 74 PAGE 38

SHEET 4 OF 14

Esplanade By The Islands - Phase 3 Replat

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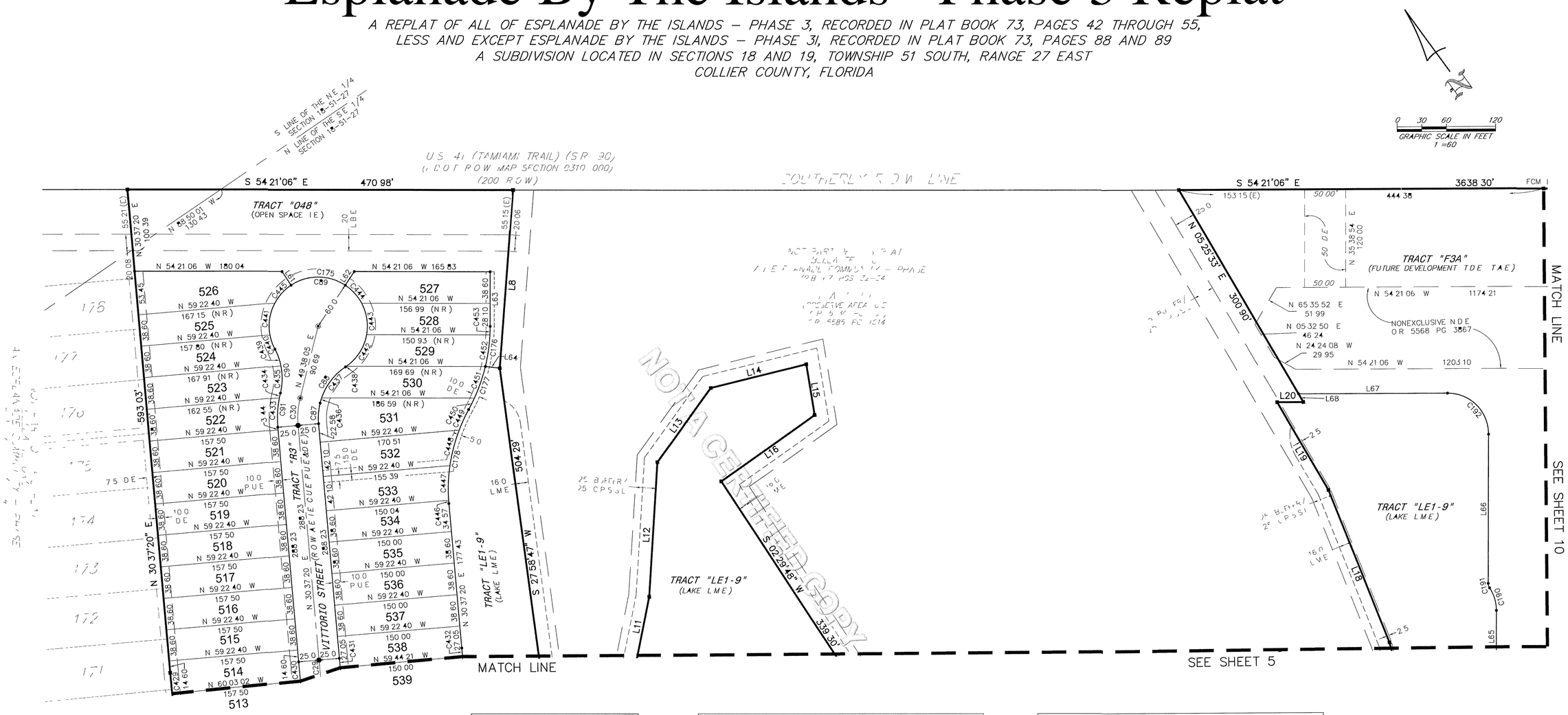

LINE TABLE SHEET 4		
LINE	LENGTH	BEARING
L8	218 50	S 39 54 16 W
L11	163 74	N 46 54 06 E
L12	164 99	N 39 11 22 E
L13	111 33	N 71 40 07 E
L14	120 05	S 68 20 39 E
L15	62 71	S 26 15 56 W
L16	139 54	N 89 34 55 W
L18	201 04	N 14 03 47 E
L19	123 94	N 05 25 33 E
L20	31 83	S 54 21 06 E
L61	20 00	N 02 08 17 E
L62	20 00	N 69 09 31 E
L63	66 70	N 35 38 54 E
L64	17 71	N 47 32 22 W
L65	64 14	N 35 50 03 E
L66	182 17	N 35 50 03 E
L67	181 27	N 54 21 06 W
L68	11 57	N 05 25 33 E

CURVE TABLE SHEET 4					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C29	2000 00	6 06 42	213 34	213 24	N 27 33 59 E
C30	100 00	19 00 44	33 18	33 03	N 40 07 42 E
C87	75 00	19 00 44	24 89	24 77	N 40 07 42 E
C88	75 00	42 12 20	55 25	54 01	N 70 44 14 E
C89	60 00	264 24 39	276 89	88 89	N 40 21 55 W
C90	75 00	42 12 20	55 25	54 01	N 28 31 55 E
C91	125 00	19 00 44	41 48	41 29	N 40 07 42 E
C175	60 00	67 01 14	70 18	66 25	N 54 21 06 W
C176	210 00	13 31 14	49 56	49 44	N 42 24 31 E
C177	210 00	15 25 46	56 55	56 38	N 56 53 02 E
C178	200 00	33 58 35	118 60	116 87	N 47 36 38 E
C190	50 00	33 33 26	29 28	28 87	N 19 03 20 E
C191	10 00	33 33 26	5 86	5 77	N 19 03 20 E
C192	50 00	90 11 09	78 70	70 83	N 09 15 31 W
C429	2182 50	0 40 22	25 63	25 63	N 30 17 09 E
C430	2025 00	0 40 22	23 78	23 78	N 30 17 09 E
C431	1975 00	0 20 10	11 59	11 59	N 30 27 15 E
C432	1825 00	0 20 03	10 64	10 64	N 30 27 19 E
C433	125 00	16 20 13	35 64	35 52	N 38 47 27 E

CURVE TABLE SHEET 4					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C434	125 00	2 40 31	5 84	5 84	N 48 17 49 E
C435	75 00	25 36 06	33 51	33 23	N 36 50 01 E
C436	75 00	5 03 36	6 62	6 62	N 52 09 53 E
C437	75 00	37 08 43	48 62	47 78	N 73 16 02 E
C438	60 00	1 16 41	1 34	1 34	N 88 47 57 W
C439	75 00	16 36 13	21 73	21 66	N 15 43 52 E
C440	60 00	17 29 30	18 32	18 25	N 16 10 30 E
C441	60 00	38 39 25	40 48	39 72	N 44 14 57 E
C442	60 00	44 50 15	46 95	45 76	N 68 08 35 E
C443	60 00	38 00 19	39 80	39 07	N 26 43 18 E
C444	60 00	28 33 37	29 91	29 60	N 06 33 40 W
C445	60 00	28 33 37	29 91	29 60	N 77 51 28 E
C446	200 00	1 09 14	4 03	4 03	N 31 11 57 E
C447	200 00	12 10 51	42 52	42 44	N 37 51 59 E
C448	200 00	12 50 31	44 83	44 73	N 50 22 40 E
C449	200 00	7 48 00	27 23	27 21	N 60 41 55 E
C450	210 00	4 16 00	15 64	15 63	N 62 27 55 E
C451	210 00	11 09 46	40 91	40 85	N 54 45 02 E
C452	210 00	10 39 33	39 07	39 01	N 43 50 22 E
C453	210 00	2 51 42	10 49	10 49	N 37 04 45 E

THIS INSTRUMENT PREPARED BY
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Rhodes & Rhodes
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PLAT BOOK 74 PAGE 39

SHEET 5 OF 14

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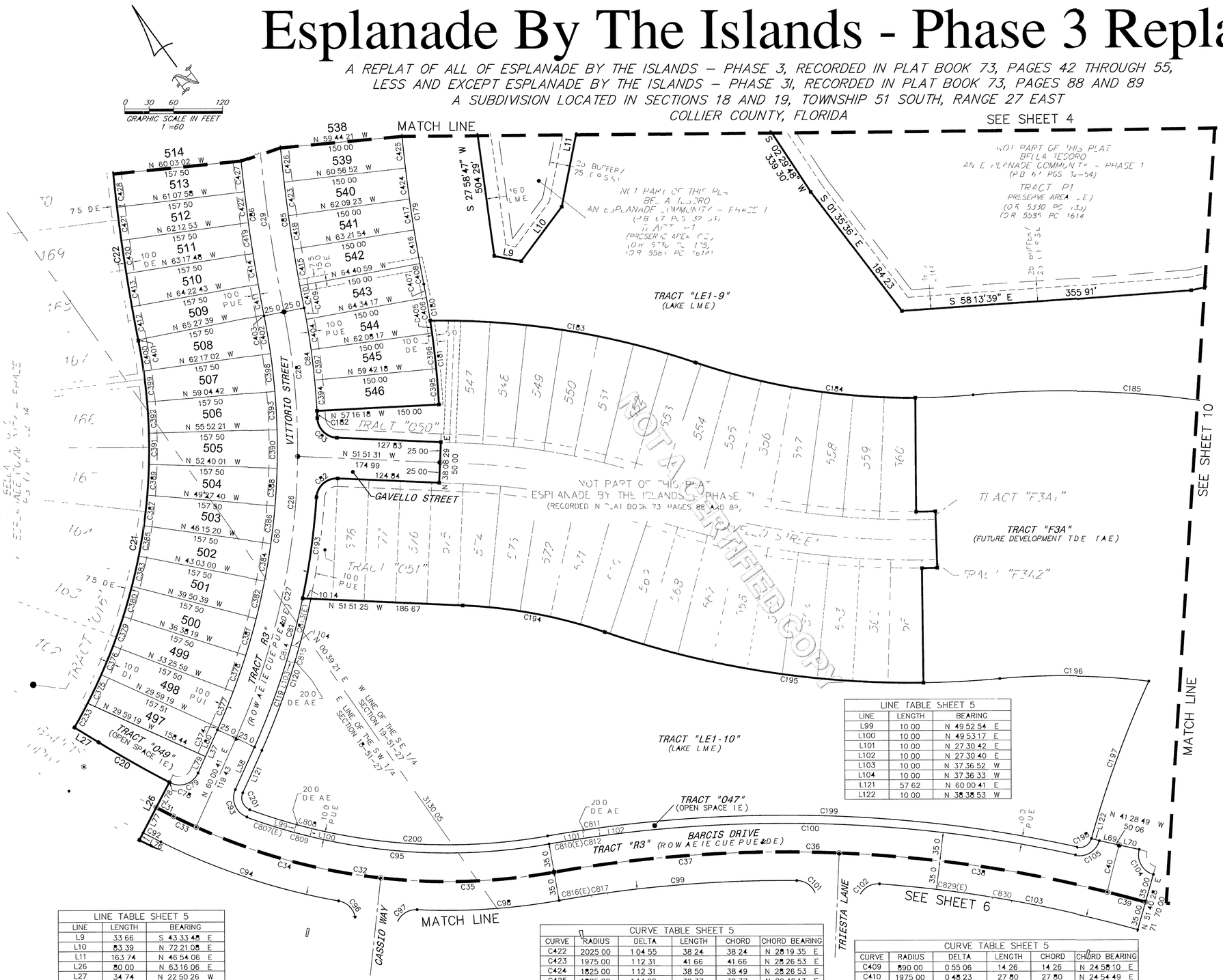

LINE TABLE SHEET 5		
LINE	LENGTH	BEARING
L9	33 66	S 43 33 48 E
L10	83 39	N 72 21 08 E
L11	163 74	N 46 54 06 E
L26	80 00	N 63 16 06 E
L27	34 74	N 22 50 26 W
L37	57 80	N 60 00 41 E
L38	57 62	N 60 00 41 E
L69	25 03	N 41 28 49 W
L70	25 03	N 41 28 49 W
L76	10 00	N 63 16 06 E
L77	35 00	N 63 16 06 E
L78	35 00	N 63 16 06 E
L79	22 08	N 60 00 41 E
L80	35 72	N 60 00 41 E

CURVE TABLE SHEET 5					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C814	890 00	1 17 15	20 00	20 00	N 52 06 18 E
C815	900 00	1 16 24	20 00	20 00	N 52 06 29 E
C816(E)	1580 00	1 27 53	40 39	40 39	N 63 36 30 W
C817	1580 00	0 43 31	20 00	20 00	N 62 30 48 W
C829(E)	1580 00	5 02 04	138 83	138 79	N 47 30 17 W
C830	1580 00	0 52 08	23 96	23 96	N 44 33 11 W

CURVE TABLE SHEET 5					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C422	2025 00	1 04 55	38 24	38 24	N 28 19 35 E
C423	1975 00	1 12 31	41 66	41 66	N 28 26 53 E
C424	1825 00	1 12 31	38 50	38 49	N 28 26 53 E
C425	1825 00	1 14 09	39 37	39 37	N 29 40 13 E
C426	1975 00	1 14 02	42 53	42 53	N 29 40 09 E
C427	2025 00	1 04 55	38 24	38 24	N 29 24 30 E
C428	2182 50	1 04 55	41 22	41 22	N 29 24 30 E
C807(E)	715 00	4 53 40	61 08	61 06	N 36 35 30 W
C808	705 00	1 37 32	20 00	20 00	N 39 50 10 W
C809	715 00	1 36 10	20 00	20 00	N 39 50 25 W
C810(E)	1650 00	1 30 18	43 34	43 34	N 63 35 17 W
C811	1660 00	0 41 25	20 00	20 00	N 62 29 18 W
C812	1650 00	0 41 40	20 00	20 00	N 62 29 18 W
C813(E)	890 00	3 46 04	58 53	58 51	N 49 34 38 E

CURVE TABLE SHEET 5					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C409	890 00	0 55 06	14 26	14 26	N 24 58 10 E
C410	1975 00	0 48 23	27 80	27 80	N 24 54 49 E
C411	2025 00	1 04 55	38 24	38 24	N 25 04 49 E
C412	2182 50	1 04 55	41 22	41 22	N 25 04 49 E
C413	2182 50	1 04 55	41 22	41 22	N 26 09 44 E
C414	2025 00	1 04 55	38 24	38 24	N 26 09 44 E
C415	1975 00	1 19 05	45 44	45 44	N 25 58 34 E
C416	1825 00	1 19 05	41 99	41 98	N 25 58 34 E
C417	1825 00	1 12 31	38 50	38 49	N 27 14 22 E
C418	1975 00	1 12 31	41 66	41 66	N 27 14 22 E
C419	2025 00	1 04 55	38 24	38 24	N 27 14 39 E
C420	2182 50	1 04 55	41 22	41 22	N 27 14 39 E
C421	2182 50	1 04 55	41 22	41 22	N 28 19 35 E

CURVE TABLE SHEET 5					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C20	1465 00	3 53 28	99 49	99 47	N 24 47 10 W
C21	682 50	41 19 59	492 36	481 75	N 45 10 37 E
C22	2182 50	6 06 42	232 81	232 70	N 27 33 59 E
C26	865 00	35 30 03	535 96	527 43	N 42 15 39 E
C27	865 00	23 40 45	357 49	354 95	N 48 10 18 E
C28	865 00	11 49 18	178 47	178 15	N 30 25 16 E
C29	2000 00	6 06 42	213 34	213 24	N 27 33 59 E
C31	1500 00	0 54 30	23 78	23 78	N 27 11 09 W
C32	750 00	36 42 02	480 41	472 24	N 45 59 25 W
C33	750 00	2 20 56	30 75	30 74	N 28 48 52 W
C34	750 00	18 01 52	236 03	235 05	N 39 00 16 W
C35	750 00	16 19 15	213 64	212 92	N 56 10 49 W
C36	1615 00	26 00 55	733 29	727 01	N 51 19 59 W
C37	1615 00	12 28 34	351 66	350 97	N 58 06 09 W
C38	1615 00	11 49 27	333 29	332 70	N 45 57 09 W
C39	1615 00	1 42 54	48 34	48 34	N 39 10 59 W
C40	1270 00	2 40 28	59 28	59 28	N 50 04 14 E
C78	1465 00	0 02 35	1 10	1 10	N 26 45 11 W
C79	25 00	93 12 51	40 67	36 33	N 73 22 54 W
C80	840 00	35 30 03	520 47	512 18	N 42 15 39 E
C81	890 00	20 26 57	317 64	315 96	N 49 47 12 E
C82	25 00	88 34 45	38 65	34 91	N 83 51 06 E
C83	25 00	85 09 11	37 16	33 83	N 09 16 56 W
C84	890 00	8 47 02	136 45	136 31	N 28 54 09 E
C85	1975 00	6 06 42	210 67	210 58	N 27 33 59 E
C86	2025 00	6 06 42	216 01	215 91	N 27 33 59 E
C92	1535 00	0 54 30	24 33	24 33	N 27 11 09 W
C93	25 00	94 09 20	41 08	36 61	N 12 56 01 E
C94	785 00	16 50 27	230 73	229 91	N 36 03 37 W
C95	715 00	30 11 47	376 82	372 48	N 49 14 33 W
C96	25 00	86 27 40	37 73	34 25	N 01 15 01 W
C97	25 00	86 27 40	37 73	34 25	N 85 12 38 E
C98	785 00	12 46 54	175 12	174 76	N 57 56 59 W
C99	1580 00	10 38 00	293 23	292 81	N 59 01 26 W
C100	1650 00	22 35 35	650 63	646 42	N 53 02 39 W
C101	25 00	91 50 33	40 07	35 92	N 07 47 09 W
C102	25 00	91 50 33	40 07	35 92	N 84 03 24 E
C103	1580 00	11 41 48	322 55	321 99	N 44 10 25 W
C104	25 00	89 47 29	39 18	35 29	N 06 34 13 E
C105	25 00	86 54 01	37 92	34 39	N 85 11 52 W
C119	890 00	12 19 04	191 34	190 97	N 53 51 08 E
C120	900 00	12 25 30	195 17	194 79	N 53 47 56 E
C179	1825 00	6 06 42	194 67	194 58	N 27 33 59 E
C180	1040 00	2 29 53	45 34	45 34	N 25 45 34 E
C181	1040 00	5 43 11	103 82	103 78	N 29 52 06 E
C182	890 00	0 33 58	8 79	8 79	N 33 00 41 E
C183	975 00	19 29 34	331 71	330 11	N 45 17 17 W
C184	825 00	23 59 19	345 41	342 89	N 47 32 10 W
C185	1175 00	19 08 41	392 61	390 79	N 49 57 29 W
C193	890 00	8 07 52	126 31	126 20	N 43 37 40 E
C194	625 00	16 18 55	177 97	177 37	N 43 41 58 W
C195	1175 00	23 59 19	491 95	488 36	N 47 32 10 W
C196	825 00	12 43 11	183 15	182 77	N 53 10 14 W
C197	1305 00	9 00 01	204 99	204 78	N 55 51 08 E
C198	15 00	86 54 01	22 75	20 63	N 85 11 52 W
C199	1660 00	22 35 35	654 57	650 34	N 53 02 39 W
C200	705 00	30 11 47	371 55	367 27	N 49 14 33 W
C201	15 00	94 09 20	24 65	21 97	N 12 56 01 E
C233	682 50	2 49 57	33 74	33 74	N 64 25 38 E
C374	840 00	0 11 45	2 87	2 87	N 59 54 48 E
C375	682 50	3 14 27	38 61	38 60	N 61 23 26 E
C376	682 50	3 12 11	38 15	38 15	N 58 10 07 E
C377	840 00	3 14 54	47 62	47 62	N 58 11 28 E
C378	840 00	3 12 20	47 00	46 99	N 54 57 51 E
C379	682 50	3 12 20	38 19	38 18	N 54 57 51 E
C380	682 50	3 12 20	38 19	38 18	N 51 45 31 E
C381	840 00	3 12 20	47 00	46 99	N 51 45 31 E
C382	840 00	3 12 20	47 00	46 99	N 48 33 10 E
C383	682 50	3 12 20	38 19	38 18	N 48 33 10 E
C384	840 00	3 12 20	47 00	46 99	N 45 20 50 E
C385	682 50	3 12 20	38 19	38 18	N 45 20 50 E
C386	840 00	3 12 20	47 00	46 99	N 42 08 30 E
C387	682 50	3 12 20	38 19	38 18	N 42 08 30 E
C388	840 00	3 12 20	47 00	46 99	N 38 56 09 E
C389	682 50	3 12 20	38 19	38 18	N 38 56 09 E
C390	840 00	3 12 20	47 00	46 99	N 35 43 49 E
C391	682 50	3 12 20	38 19	38 18	N 35 43 49 E
C392	682 50	3 12 20	38 19	38 18	N 32 31 29 E
C393	840 00	3 12 20	47 00	46 99	N 32 31 29 E
C394	890 00	2 26 00	37 80	37 79	N 31 30 42 E
C395	1040 00	2 26 00	44 17	44 16	N 31 30 42 E
C396	1040 00	2 26 00	44 17	44 16	N 29 04 43 E
C397	890 00	2 26 00	37 80	37 79	N 29 04 43 E
C398	840 00	3 12 20	47 00	46 99	N 29 19 08 E
C399	682 50	3 12 20	38 19	38 18	N 29 19 08 E
C400	682 50	3 12 20	38 19	38 18	N 26 06 48 E
C401	2182 50	0 01 44	1 10	1 10	N 24 31 29 E
C402	840 00	3 12 20	47 00	46 99	N 26 06 48 E
C403	2025 00	0 01 44	1 02	1 02	N 24 31 29 E
C404	890 00	2 26 00	37 80	37 79	N 26 38 43 E
C405	1040 00	0 51 12	15 49	15 49	N 27 26 07 E
C406	1040 00	1 34 48	28 68	28 68	N 26 13 07 E
C407	1040 00	0 55 06	16 67	16 67	N 24 58 10 E
C408	1825 00	0 48 23	25 69	25 69	N 24 54 49 E

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PLAT BOOK 74 PAGE 40

SHEET 6 OF 14

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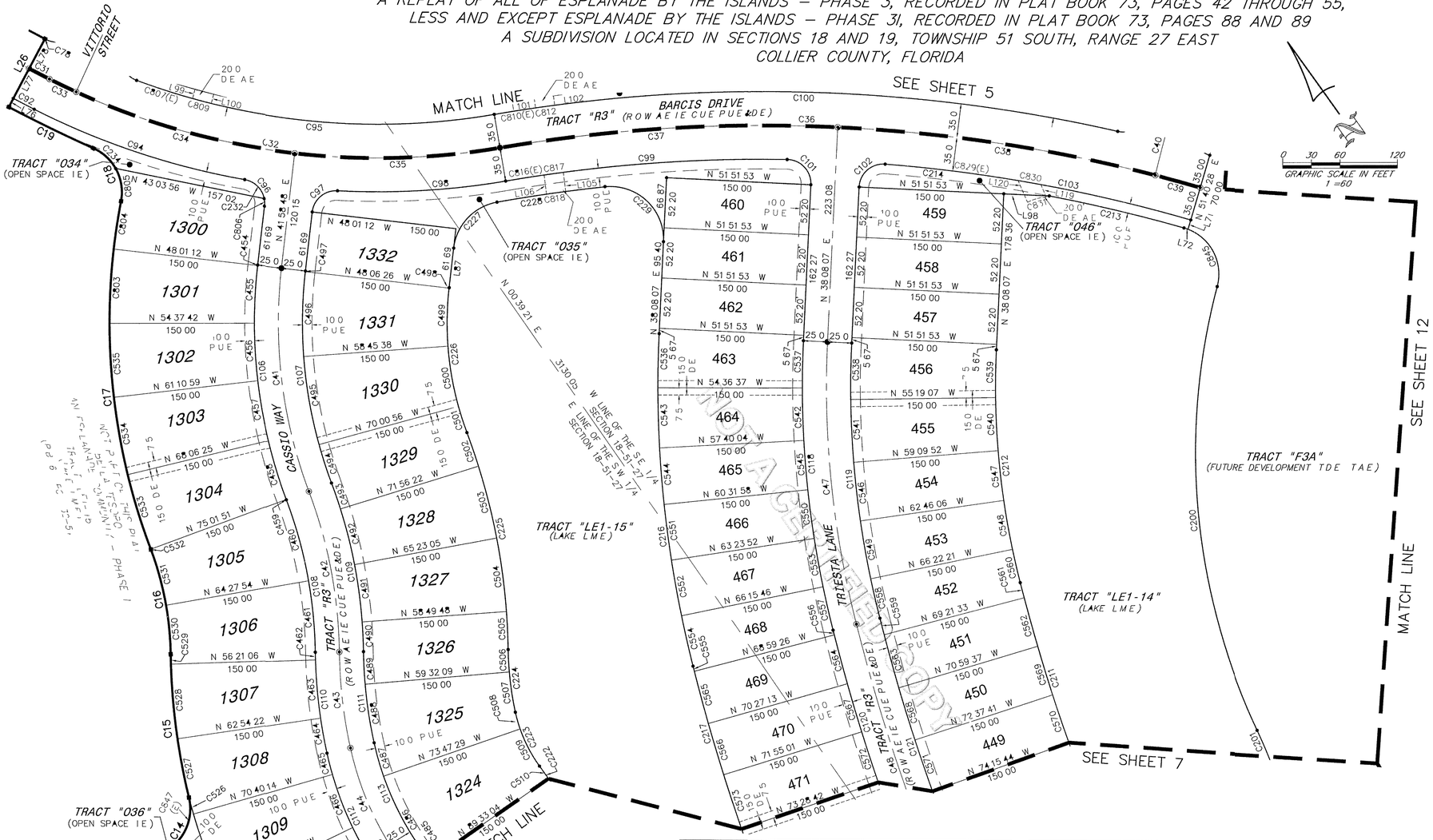
A SUBDIVISION LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA



CURVE TABLE SHEET 6					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C14	50 00	83 53 06	73 20	66 84	N 63 45 29 E
C15	675 00	12 40 56	149 41	149 11	N 28 09 24 E
C16	325 00	19 33 29	110 94	110 40	N 24 43 08 E
C17	675 00	31 16 12	368 39	363 84	N 30 34 29 E
C18	50 00	76 33 25	66 81	61 95	N 07 55 53 E
C19	1545 00	3 36 56	97 49	97 48	N 28 32 22 W
C31	1500 00	0 54 30	23 78	23 78	N 27 11 09 W
C32	750 00	36 42 02	480 41	472 24	N 45 59 25 W
C33	750 00	2 20 56	30 75	30 74	N 28 48 52 W
C34	750 00	18 01 52	236 03	235 05	N 39 00 16 W
C35	750 00	16 19 15	213 64	212 92	N 56 10 49 W
C36	1615 00	26 00 55	733 29	727 01	N 51 19 59 W
C37	1615 00	12 28 34	351 66	350 97	N 58 06 09 W
C38	1615 00	11 49 27	333 29	332 70	N 45 57 09 W
C39	1615 00	1 42 54	48 34	48 34	N 39 10 59 W
C40	1270 00	2 40 28	59 28	59 28	N 50 04 14 E
C41	500 00	27 02 25	235 97	233 79	N 28 27 36 E
C42	500 00	19 33 29	170 68	169 85	N 24 43 08 E
C43	500 00	11 24 43	99 59	99 42	N 28 47 31 E
C44	325 00	23 32 29	133 53	132 60	N 11 18 55 E
C47	1000 00	16 58 56	296 40	295 31	N 29 38 39 E
C48	2000 00	10 52 07	379 39	378 82	N 15 43 08 E
C78	1465 00	0 02 35	1 10	1 10	N 26 45 11 W
C92	1535 00	0 54 30	24 33	24 33	N 27 11 09 W
C94	785 00	16 50 27	230 73	229 91	N 36 03 37 W
C95	715 00	30 11 47	376 82	372 48	N 49 14 33 W
C96	25 00	86 27 40	37 73	34 25	N 01 15 01 W
C97	25 00	86 27 40	37 73	34 25	N 85 12 38 E
C98	785 00	12 46 54	175 12	174 76	N 57 56 59 W
C99	1580 00	10 38 00	293 23	292 81	N 59 01 26 W
C100	1650 00	22 35 35	650 63	646 42	N 53 02 39 W
C101	25 00	91 50 33	40 07	35 92	N 07 47 09 W
C102	25 00	91 50 33	40 07	35 92	N 84 03 24 E
C103	1580 00	11 41 48	322 55	321 99	N 44 10 25 W
C106	525 00	27 02 25	247 77	245 48	N 28 27 36 E
C107	475 00	26 50 23	222 51	220 48	N 28 21 35 E
C108	475 00	19 33 29	162 14	161 36	N 24 43 08 E
C109	525 00	19 33 29	179 21	178 34	N 24 43 08 E
C110	525 00	11 24 43	104 57	104 39	N 28 47 31 E
C111	475 00	11 24 43	94 61	94 45	N 28 47 31 E
C112	350 00	23 32 29	143 81	142 80	N 11 18 55 E
C113	300 00	23 32 29	123 26	122 40	N 11 18 55 E
C118	1025 00	16 58 56	303 81	302 70	N 29 38 39 E
C119	975 00	16 58 56	288 99	287 93	N 29 38 39 E
C120	2025 00	10 52 07	384 13	383 56	N 15 43 08 E
C121	1975 00	10 52 07	374 65	374 08	N 15 43 08 E
C200	675 00	40 00 17	471 30	461 78	N 30 17 42 E
C201	525 00	14 55 43	136 79	136 40	N 17 45 25 E
C211	1825 00	10 52 07	346 19	345 67	N 15 43 08 E
C212	825 00	16 58 56	244 53	243 63	N 29 38 39 E
C213	1570 00	5 14 23	143 58	143 53	N 41 06 30 W
C214	1580 00	4 30 59	124 55	124 51	N 47 45 49 W
C216	1175 00	16 58 56	348 27	346 99	N 29 38 39 E
C217	2175 00	10 52 07	412 59	411 97	N 15 43 08 E
C222	1020 00	32 27 59	577 98	570 28	N 15 46 40 E
C223	150 00	23 32 29	61 63	61 20	N 11 18 55 E
C224	325 00	11 24 43	64 73	64 63	N 28 47 31 E
C225	675 00	19 33 29	230 41	229 30	N 24 43 08 E
C226	325 00	46 43 44	265 06	257 78	N 38 18 15 E
C227	55 00	73 12 57	70 28	65 60	N 78 35 17 E
C228	1560 00	4 08 56	112 96	112 94	N 62 43 47 W
C229	55 00	98 47 26	94 83	83 51	N 11 15 36 W
C232	25 00	68 27 13	29 87	28 12	N 10 15 15 W
C234	50 00	36 09 38	31 56	31 03	N 12 16 01 W
C235	500 00	23 32 29	205 44	203 99	N 11 18 55 E
C454	525 00	0 03 20	0 51	0 51	N 41 57 08 E
C455	525 00	6 33 10	60 04	60 01	N 38 38 53 E
C456	525 00	6 33 17	60 06	60 03	N 32 05 40 E
C457	525 00	6 55 26	63 44	63 41	N 25 21 18 E
C458	525 00	6 55 26	63 44	63 41	N 18 25 52 E
C459	525 00	0 01 46	0 27	0 27	N 14 57 16 E
C460	475 00	10 35 43	87 84	87 71	N 20 14 15 E
C461	475 00	8 57 46	74 30	74 23	N 30 00 59 E
C462	525 00	0 50 58	7 78	7 78	N 34 04 23 E
C463	525 00	6 33 17	60 06	60 03	N 30 22 16 E
C464	525 00	4 00 28	36 72	36 72	N 25 05 24 E
C465	350 00	3 45 24	22 95	22 94	N 21 12 28 E
C466	350 00	9 40 10	59 07	59 00	N 14 29 41 E
C467	350 00	9 40 11	59 07	59 00	N 04 49 31 E
C485	870 00	0 54 16	13 73	13 73	N 00 00 11 W
C486	300 00	16 39 50	87 25	86 94	N 07 52 36 E
C487	300 00	6 52 39	36 01	35 99	N 19 38 50 E
C488	475 00	7 22 41	61 17	61 12	N 28 46 30 E
C489	475 00	4 02 02	33 44	33 43	N 32 28 51 E
C490	525 00	3 19 41	30 49	30 49	N 32 50 02 E
C491	525 00	6 33 17	60 06	60 03	N 27 53 33 E
C492	525 00	6 33 17	60 06	60 03	N 21 20 17 E
C493	525 00	3 07 15	28 60	28 59	N 16 30 01 E
C494	475 00	5 02 41	41 82	41 81	N 17 27 44 E
C495	475 00	11 15 18	93 31	93 16	N 25 36 43 E
C496	475 00	10 39 13	88 32	88 19	N 36 33 58 E
C497	475 00	0 05 14	0 72	0 72	N 41 56 12 E
C498	325 00	0 05 14	0 49	0 49	N 41 56 11 E

CURVE TABLE SHEET 6					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C541	975 00	3 50 45	65 44	65 43	N 32 45 31 E
C542	1025 00	3 03 26	54 69	54 69	N 33 51 39 E
C543	1175 00	3 03 26	62 70	62 69	N 33 51 39 E
C544	1175 00	2 51 54	58 76	58 75	N 30 53 59 E
C545	1025 00	2 51 54	51 26	51 25	N 30 53 59 E
C546	975 00	3 36 14	61 33	61 32	N 29 02 01 E
C547	825 00	3 36 14	51 89	51 89	N 29 02 01 E
C548	825 00	3 36 14	51 89	51 89	N 25 25 47 E
C549	975 00	3 36 14	61 33	61 32	N 25 25 47 E
C550	1025 00	2 51 54	51 26	51 25	N 28 02 05 E
C551	1175 00	2 51 54	58 76	58 75	N 28 02 05 E
C552	1175 00	2 51 54	58 76	58 75	N 25 10 11 E
C553	1025 00	2 51 54	51 26	51 25	N 25 10 11 E
C554	1175 00	2 35 02	52 99	52 99	N 22 26 42 E
C555	2175 00	0 08 37	5 45	5 45	N 21 04 53 E
C556	2025 00	0 08 37	5 07	5 07	N 21 04 53 E
C557	1025 00	2 35 02	46 23	46 22	N 22 26 42 E
C558	975 00	2 28 28	42 11	42 10	N 22 23 25 E
C559	1975 00	0 30 44	17 66	17 66	N 20 53 49 E
C560	825 00	2 28 28	35 63	35 63	N 22 23 25 E
C561	1825 00	0 30 44	16 32	16 32	N 20 53 49 E
C562	1825 00	1 38 04	52 06	52 06	N 19 49 25 E
C563	1975 00	1 38 04	56 34	56 34	N 19 49 25 E
C564	2025 00	1 27 48	51 72	51 71	N 20 16 40 E
C565	2175 00	1 27 48	55 55	55 55	N 20 16 40 E
C566	2175 00	1 27 48	55 55	55 55	N 18 48 53 E
C567	2025 00	1 27 48	51 72	51 71	N 18 48 53 E
C568	1975 00	1 38 04	56 34	56 34	N 18 11 21 E
C569	1825 00	1 38 04	52 06	52 06	N 18 11 21 E

CURVE TABLE SHEET 6					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C499	325 00	10 39 13	60 43	60 34	N 36 33 58 E
C500	325 00	11 15 18	63 84	63 74	N 25 36 43 E
C501	325 00	5 02 41	28 61	28 61	N 17 27 44 E
C502	675 00	3 07 15	36 77	36 76	N 16 30 01 E
C503	675 00	6 33 17	77 22	77 18	N 21 20 17 E
C504	675 00	6 33 17	77 22	77 18	N 27 53 33 E
C505	675 00	3 19 41	39 21	39 20	N 32 50 02 E
C506	325 00	4 02 02	22 88	22 88	N 32 28 51 E
C507	325 00	7 22 41	41 85	41 82	N 26 46 30 E
C508	150 00	6 19 25	16 56	16 55	N 19 22 13 E
C509	150 00	16 39 50	43 63	43 47	N 07 52 36 E
C510	1020 00	0 54 16	16 10	16 10	N 00 00 11 W
C524	500 00	9 40 10	84 38	84 28	N 04 49 31 E
C525	500 00	9 40 10	84 38	84 28	N 14 29 41 E
C526	500 00	3 45 24	32 78	32 78	N 21 12 28 E
C527	675 00	5 16 42	62 18	62 16	N 24 27 17 E
C528	675 00	6 33 17	77 22	77 18	N 30 22 16 E
C529	675 00	0 50 58	10 01	10 01	N 34 04 23 E
C530	325 00	8 57 46	50 84	50 79	N 30 00 59 E
C531	325 00	10 35 43	60 10	60 01	N 20 14 15 E
C532	675 00	0 01 46	0 35	0 35	N 14 57 16 E
C533	675 00	6 55 26	81 57	81 52	N 18 25 52 E
C534	675 00	6 55 26	81 57	81 52	N 25 21 18 E
C535	675 00	6 33 17	77 22	77 18	N 32 05 40 E
C536	1175 00	2 44 45	56 31	56 30	N 36 45 45 E
C537	1025 00	2 44 45	49 12	49 12	N 36 45 45 E
C538	975 00	3 27 14	58 78	58 77	N 36 24 30 E
C539	825 00	3 27 14	49 73	49 73	N 36 24 30 E
C540	825 00	3 50 45	55 37	55 36	N 32 45 31 E

LINE TABLE SHEET 6		
LINE	LENGTH	BEARING
L24	116 19	N 09 22 28 W
L25	39 92	N 15 42 02 E
L26	80 00	N 63 16 06 E
L71	10 00	N 51 40 28 E
L72	4 46	N 38 24 25 W
L76	10 00	N 63 16 06 E
L77	35 00	N 63 16 06 E
L78	35 00	N 63 16 06 E
L87	41 33	N 41 58 48 E

LINE TABLE SHEET 6		
LINE	LENGTH	BEARING
L98	47 20	N 51 51 53 W
L105	19 79	N 28 24 30 E
L106	19 80	N 28 24 30 E
L119	14 11	N 12 02 37 E
L120	24 58	N 12 02 37 E
L124	69 55	N 09 05 36 W

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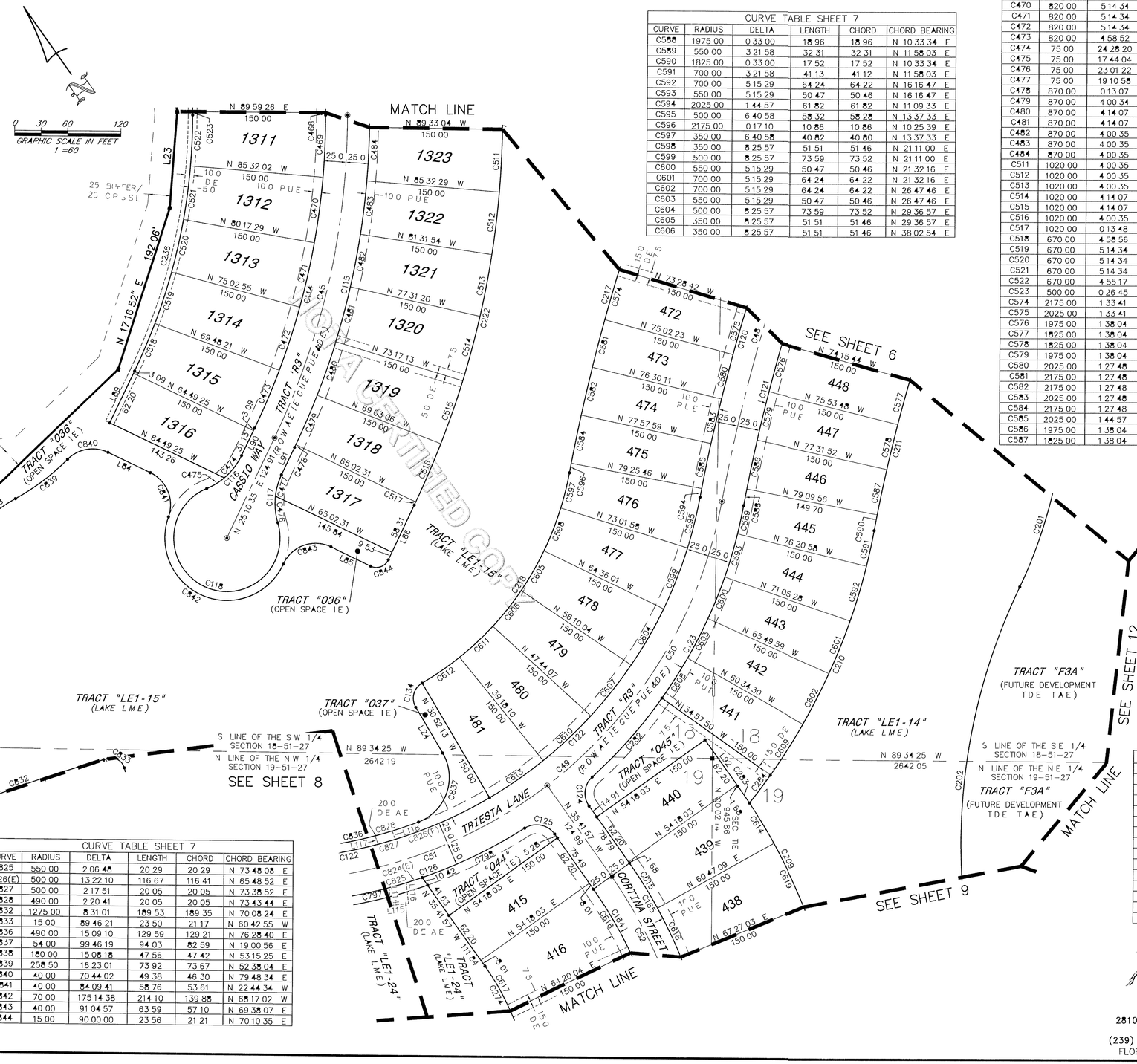
FLORIDA BUSINESS LICENSE NO LB 6897

PLAT BOOK 74 PAGE 41

SHEET 7 OF 14

Esplanade By The Islands - Phase 3 Replat

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55, LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 3I, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
A SUBDIVISION LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA



CURVE TABLE SHEET 7					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C45	845 00	25 37 55	378 02	374 87	N 12 21 38 E
C48	2000 00	10 52 07	379 39	378 82	N 15 43 08 E
C49	525 00	73 46 12	675 95	630 22	N 47 10 10 E
C50	525 00	41 57 12	384 42	375 89	N 31 15 40 E
C51	525 00	31 48 59	291 53	287 80	N 68 08 46 E
C52	500 00	45 03 48	393 25	383 19	N 13 10 03 W
C114	820 00	25 37 50	366 82	363 77	N 12 21 37 E
C115	870 00	25 37 54	389 20	385 97	N 12 21 38 E
C116	75 00	42 12 24	55 25	54 01	N 46 16 47 E
C117	75 00	42 12 19	55 25	54 01	N 04 04 26 E
C118	60 00	264 24 43	276 89	88 89	N 64 49 22 W
C120	2025 00	10 52 07	384 13	383 56	N 15 43 08 E
C121	1975 00	10 52 07	374 65	374 08	N 15 43 08 E
C122	500 00	73 46 12	643 76	600 21	N 47 10 10 E
C123	550 00	37 08 04	356 46	350 26	N 28 51 06 E
C124	25 00	83 07 05	36 27	33 17	N 05 51 35 E
C125	25 00	86 53 58	37 92	34 39	N 79 08 56 W
C126	550 00	26 39 11	255 85	253 55	N 70 43 40 E
C127	1075 00	5 02 04	94 46	94 43	N 81 32 14 E
C134	20 00	90 00 00	31 42	28 28	N 14 07 47 E
C164	475 00	45 03 48	373 59	364 03	N 13 10 03 W
C165	525 00	45 03 48	412 91	402 35	N 13 10 03 W
C201	525 00	14 55 43	136 79	136 40	N 17 45 25 E
C202	675 00	37 32 48	442 33	434 46	N 06 26 52 E
C209	675 00	45 03 48	530 89	517 31	N 13 10 03 W
C210	700 00	27 58 08	341 70	338 32	N 24 16 08 E
C211	1825 00	10 52 07	346 19	345 67	N 15 43 08 E
C217	2175 00	10 52 07	412 59	411 97	N 15 43 08 E
C218	350 00	48 50 43	298 38	289 42	N 34 42 25 E
C222	1020 00	25 37 54	456 31	452 51	N 12 21 38 E
C236	670 00	32 27 59	379 65	374 59	N 15 46 40 E
C274	325 00	45 03 48	255 61	249 08	N 13 10 03 W

CURVE TABLE SHEET 7					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C555	1975 00	0 33 00	18 96	18 96	N 10 33 34 E
C589	550 00	3 21 58	32 31	32 31	N 11 58 03 E
C590	1825 00	0 33 00	17 52	17 52	N 10 33 34 E
C591	700 00	3 21 58	41 13	41 12	N 11 58 03 E
C592	700 00	5 15 29	64 24	64 22	N 16 16 47 E
C593	550 00	5 15 29	50 47	50 46	N 16 16 47 E
C594	2025 00	1 44 57	61 82	61 82	N 11 09 33 E
C595	500 00	6 40 58	58 32	58 28	N 13 37 33 E
C596	2175 00	0 17 10	10 86	10 86	N 10 25 39 E
C597	350 00	6 40 58	40 82	40 80	N 13 37 33 E
C598	350 00	8 25 57	51 51	51 46	N 21 11 00 E
C599	500 00	8 25 57	73 59	73 52	N 21 11 00 E
C600	550 00	5 15 29	50 47	50 46	N 21 32 16 E
C601	700 00	5 15 29	64 24	64 22	N 21 32 16 E
C602	700 00	5 15 29	64 24	64 22	N 26 47 46 E
C603	550 00	5 15 29	50 47	50 46	N 26 47 46 E
C604	500 00	8 25 57	73 59	73 52	N 29 36 57 E
C605	350 00	8 25 57	51 51	51 46	N 29 36 57 E
C606	350 00	8 25 57	51 51	51 46	N 38 02 54 E

CURVE TABLE SHEET 7					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C282	550 00	12 22 58	118 87	118 63	N 41 13 39 E
C283	675 00	1 57 33	23 08	23 08	N 34 43 10 W
C284	700 00	3 13 02	39 31	39 30	N 36 38 41 E
C468	350 00	0 26 45	2 72	2 72	N 00 14 21 W
C469	820 00	4 55 17	70 43	70 41	N 02 00 20 E
C470	820 00	5 14 34	75 03	75 01	N 07 05 16 E
C471	820 00	5 14 34	75 03	75 01	N 12 19 50 E
C472	820 00	5 14 34	75 03	75 01	N 17 34 23 E
C473	820 00	4 58 52	71 29	71 27	N 22 41 06 E
C474	75 00	24 28 20	32 03	31 79	N 37 24 45 E
C475	75 00	17 44 04	23 21	23 12	N 58 30 57 E
C476	75 00	23 01 22	30 14	29 93	N 05 31 03 W
C477	75 00	19 10 58	25 11	24 99	N 15 35 07 E
C478	870 00	0 13 07	3 32	3 32	N 25 04 02 E
C479	870 00	4 00 34	60 88	60 87	N 22 57 11 E
C480	870 00	4 14 07	64 31	64 30	N 18 49 51 E
C481	870 00	4 14 07	64 31	64 30	N 14 35 44 E
C482	870 00	4 00 35	60 88	60 87	N 10 28 23 E
C483	870 00	4 00 35	60 88	60 87	N 06 27 48 E
C484	870 00	4 00 35	60 88	60 87	N 02 27 14 E
C511	1020 00	4 00 35	71 38	71 37	N 02 27 14 E
C512	1020 00	4 00 35	71 38	71 37	N 06 27 48 E
C513	1020 00	4 00 35	71 38	71 37	N 10 28 23 E
C514	1020 00	4 14 07	75 40	75 38	N 14 35 44 E
C515	1020 00	4 14 07	75 40	75 38	N 18 49 51 E
C516	1020 00	4 00 35	71 38	71 37	N 22 57 11 E
C517	1020 00	0 13 48	4 09	4 09	N 25 04 22 E
C518	670 00	4 58 56	58 26	58 24	N 22 41 07 E
C519	670 00	5 14 34	61 31	61 29	N 17 34 22 E
C520	670 00	5 14 34	61 31	61 29	N 12 19 48 E
C521	670 00	5 14 34	61 31	61 29	N 07 05 15 E
C522	670 00	4 55 17	57 55	57 53	N 02 00 19 E
C523	500 00	0 26 45	3 89	3 89	N 00 13 57 W
C574	2175 00	1 33 41	59 27	59 27	N 15 44 27 E
C575	2025 00	1 33 41	55 18	55 18	N 15 44 27 E
C576	1975 00	1 38 04	56 34	56 34	N 14 55 14 E
C577	1825 00	1 38 04	52 06	52 06	N 14 55 14 E
C578	1825 00	1 38 04	52 06	52 06	N 13 17 10 E
C579	1975 00	1 38 04	56 34	56 34	N 13 17 10 E
C580	2025 00	1 27 48	51 72	51 71	N 14 13 43 E
C581	2175 00	1 27 48	55 55	55 55	N 14 13 43 E
C582	2175 00	1 27 48	55 55	55 55	N 12 45 55 E
C583	2025 00	1 27 48	51 72	51 71	N 12 45 55 E
C584	2175 00	1 27 48	55 55	55 55	N 11 18 07 E
C585	2025 00	1 44 57	61 82	61 82	N 11 09 33 E
C586	1975 00	1 38 04	56 34	56 34	N 11 39 06 E
C587	1825 00	1 38 04	52 06	52 06	N 11 39 06 E

CURVE TABLE SHEET 7					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C607	500 00	8 25 57	73 59	73 52	N 35 02 54 E
C608	550 00	5 36 40	53 86	53 84	N 32 13 50 E
C609	700 00	5 36 40	68 55	68 52	N 32 13 50 E
C610	500 00	8 25 57	73 59	73 52	N 46 28 51 E
C611	350 00	8 25 57	51 51	51 46	N 46 28 51 E
C612	350 00	8 25 57	51 51	51 46	N 54 54 48 E
C613	500 00	8 25 57	73 59	73 52	N 54 54 48 E
C614	675 00	4 31 33	53 32	53 30	N 31 28 38 W
C615	525 00	6 29 06	59 42	59 39	N 32 27 24 W
C616	475 00	10 02 01	83 18	83 08	N 30 40 56 W
C617	325 00	10 02 01	56 91	56 84	N 30 40 56 W
C618	525 00	6 39 54	61 07	61 04	N 25 52 54 W
C619	675 00	6 39 54	78 52	78 48	N 25 52 54 W
C797	550 00	10 02 42	96 42	96 30	N 75 48 42 E
C798	550 00	13 23 16	128 51	128 22	N 64 05 43 E
C824(E)	550 00	1 57 24	18 78	18 78	N 71 46 03 E

CURVE TABLE SHEET 7					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C825	550 00	2 06 48	20 29	20 29	N 73 48 08 E
C826(E)	500 00	13 22 10	116 67	116 41	N 65 48 52 E
C827	500 00	2 17 51	20 05	20 05	N 73 38 52 E
C828	490 00	2 20 41	20 05	20 05	N 73 43 44 E
C832	1275 00	8 31 01	189 53	189 35	N 70 08 24 E
C833	15 00	89 46 21	23 50	21 17	N 60 42 55 W
C836	490 00	15 09 10	129 59	129 21	N 76 28 40 E
C837	54 00	99 46 19	94 03	82 59	N 19 00 56 E
C838	180 00	15 08 18	47 56	47 42	N 53 15 25 E
C839	258 50	16 23 01	73 92	73 67	N 52 38 04 E
C840	40 00	70 44 02	49 38	46 30	N 79 48 34 E
C841	40 00	84 09 41	58 76	53 61	N 22 44 34 W
C842	70 00	175 14 38	214 10	139 88	N 68 17 02 W
C843	40 00	91 04 57	63 59	57 10	N 69 38 07 E
C844	15 00	90 00 00	23 56	21 21	N 70 10 35 E

LINE TABLE SHEET 7		
LINE	LENGTH	BEARING
L23	109 21	N 04 01 05 E
L24	59 67	N 30 52 13 W
L84	52 95	N 64 49 25 W
L85	50 02	N 64 49 25 W
L86	67 84	N 25 10 35 E
L89	65 29	N 25 10 35 E
L90	34 22	N 25 10 35 E
L91	34 22	N 25 10 35 E
L114	20 03	N 06 33 56 W
L115	20 00	N 83 36 51 E
L116	23 49	N 06 33 56 W
L117	10 04	N 20 19 10 W
L118	10 01	N 20 19 10 W
L123	43 50	N 44 18 44 W

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FLORIDA BUSINESS LICENSE NO LB 6897

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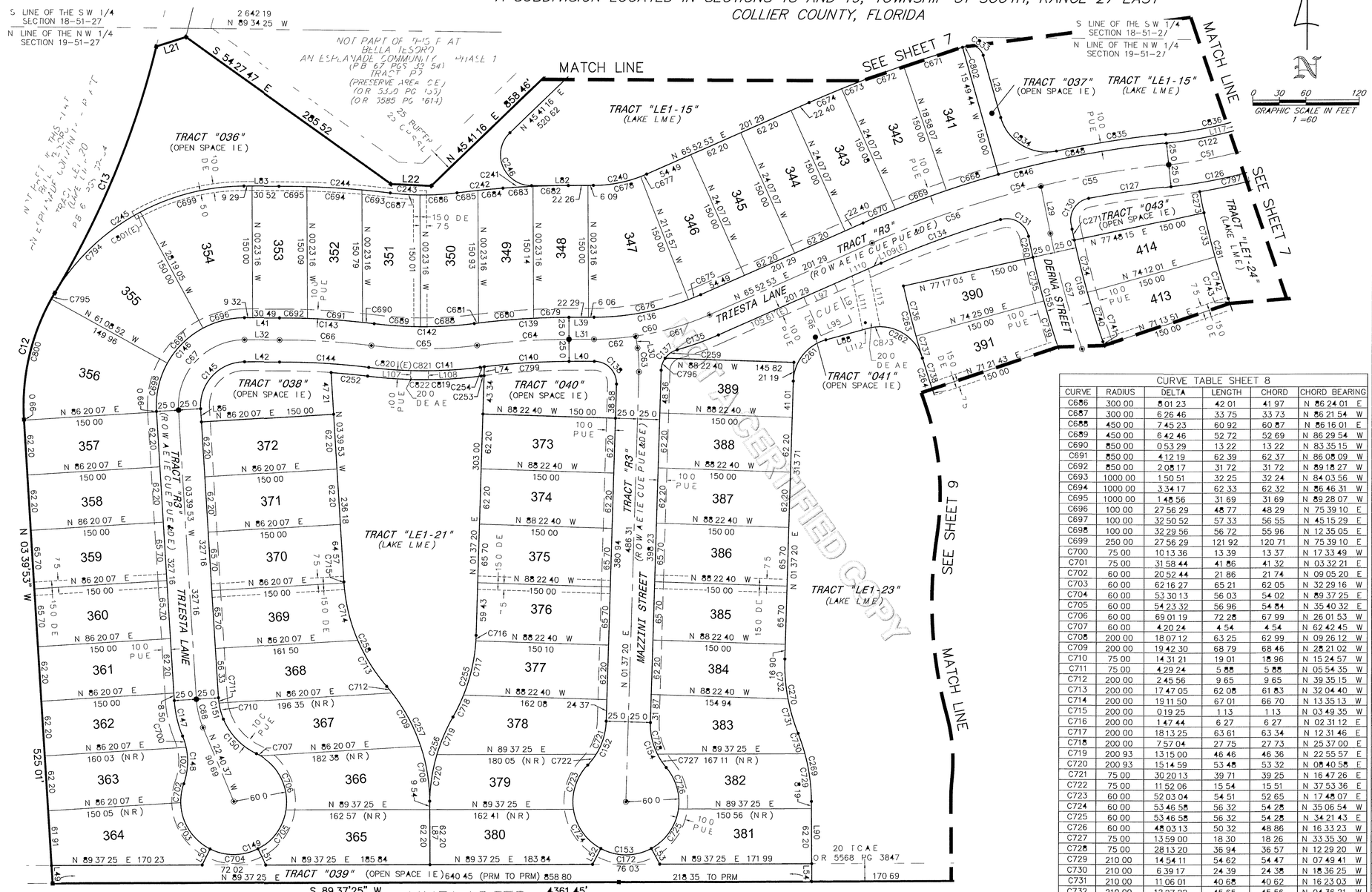
PLAT BOOK 74 PAGE 42

SHEET 8 OF 14

Esplanade By The Islands - Phase 3 Replat

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55, LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 31, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
A SUBDIVISION LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA



CURVE TABLE SHEET 8					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C12	250 00	34 19 39	149 78	147 55	N 13 29 57 E
C13	1020 00	17 06 02	304 45	303 30	N 22 06 45 E
C51	525 00	31 48 59	291 53	287 80	N 68 08 46 E
C54	1100 00	18 10 22	348 89	347 43	N 74 58 04 E
C55	1100 00	7 39 38	147 07	146 97	N 80 13 26 E
C56	1100 00	10 30 44	201 82	201 54	N 71 08 15 E
C57	1000 00	7 48 13	136 20	136 09	N 15 21 08 W
C60	325 00	23 44 31	134 67	133 71	N 77 45 09 E
C61	325 00	15 23 20	87 29	87 03	N 73 34 33 E
C62	325 00	8 21 11	47 38	47 34	N 85 26 49 E
C63	150 00	10 21 06	27 10	27 06	N 03 33 13 W
C64	825 00	7 14 05	104 17	104 10	N 86 00 22 E
C65	475 00	14 28 10	119 96	119 64	N 89 37 25 E
C66	825 00	7 14 05	104 17	104 10	N 86 45 33 W
C67	75 00	93 17 17	122 11	109 07	N 42 58 46 E
C68	100 00	19 00 44	33 18	33 03	N 13 10 15 W
C122	500 00	73 46 12	643 76	600 21	N 47 10 10 E
C126	550 00	26 39 11	255 85	253 55	N 70 43 40 E
C127	1075 00	5 02 04	94 46	94 43	N 81 32 14 E
C130	25 00	90 28 14	39 48	35 50	N 33 47 05 E
C131	25 00	95 05 22	41 49	36 89	N 58 53 54 W
C134	1075 00	7 40 32	144 01	143 90	N 69 43 09 E
C135	350 00	8 09 21	49 82	49 78	N 69 57 34 E
C136	300 00	23 44 31	124 31	123 43	N 77 45 09 E
C137	25 00	72 24 55	31 60	29 54	N 37 49 47 E
C138	25 00	92 01 53	40 16	35 98	N 44 23 37 W
C139	850 00	7 14 05	107 33	107 26	N 86 00 22 E
C140	800 00	7 14 05	101 01	100 95	N 86 00 22 E
C141	500 00	14 28 10	126 27	125 93	N 89 37 25 E
C142	450 00	14 28 10	113 64	113 34	N 89 37 25 E
C143	850 00	7 14 05	107 33	107 26	N 86 45 33 W
C144	800 00	7 14 05	101 01	100 95	N 86 45 33 W
C145	50 00	93 17 17	81 41	72 71	N 42 58 46 E
C146	100 00	93 17 17	162 82	145 42	N 42 58 46 E
C147	125 00	19 00 44	41 48	41 29	N 13 10 15 W
C148	75 00	42 12 20	55 25	54 01	N 01 34 27 W
C149	60 00	264 24 39	276 89	88 89	N 67 19 23 E
C150	75 00	42 12 20	55 25	54 01	N 43 46 47 W
C151	75 00	19 00 44	24 89	24 77	N 13 10 15 W
C152	75 00	42 12 20	55 25	54 01	N 22 43 29 E
C153	60 00	264 24 39	276 89	88 89	N 88 22 40 W
C154	75 00	42 12 20	55 25	54 01	N 19 28 50 W
C155	1025 00	7 54 02	141 34	141 23	N 15 18 14 W
C156	975 00	7 48 13	132 79	132 69	N 15 21 08 W
C172	60 00	56 44 26	59 42	57 02	N 89 37 25 E
C240	150 00	23 44 31	62 16	61 71	N 77 45 09 E
C241	1000 00	4 14 19	73 98	73 96	N 87 30 15 E
C242	1000 00	2 59 45	52 29	52 28	N 83 53 12 E
C243	300 00	14 28 10	75 76	75 56	N 89 37 25 E
C244	1000 00	7 14 05	126 27	126 18	N 86 45 33 W
C245	250 00	58 57 39	257 26	246 06	N 60 08 35 E
C246	35 00	136 03 51	83 12	64 92	N 22 20 39 W
C252	790 00	3 00 41	41 52	41 51	N 84 38 51 W
C253	790 00	0 14 27	3 32	3 32	N 82 30 33 E
C254	800 00	0 21 15	4 94	4 94	N 82 33 57 E
C255	200 00	27 58 12	97 63	96 67	N 15 36 26 E
C256	200 93	28 29 59	99 94	98 92	N 15 18 28 E
C257	200 00	40 35 38	141 70	138 75	N 20 40 24 W
C258	200 00	37 18 20	130 22	127 93	N 22 19 03 W
C259	25 00	38 48 42	16 93	16 61	N 54 37 54 E
C260	1025 00	1 21 44	24 37	24 37	N 12 02 05 W
C261	50 00	72 56 06	63 65	59 44	N 38 05 23 E
C262	50 00	88 35 48	77 32	69 84	N 61 08 41 W
C263	1175 00	4 04 02	83 41	83 39	N 14 44 58 W
C264	1175 00	2 28 16	50 68	50 67	N 18 01 07 W
C269	210 00	21 33 28	79 01	78 55	N 11 09 20 W
C270	210 00	23 33 23	86 34	85 73	N 10 09 22 W
C271	975 00	0 44 43	12 68	12 68	N 11 49 23 W
C272	550 00	3 13 13	30 91	30 91	N 82 26 39 E
C273	825 00	1 41 50	24 44	24 44	N 11 20 50 W
C281	825 00	8 45 20	126 07	125 95	N 14 52 35 W
C668	1125 00	3 08 23	61 65	61 64	N 72 36 04 E
C669	1125 00	3 07 21	61 31	61 30	N 69 28 12 E
C670	1125 00	2 01 39	39 81	39 81	N 66 53 43 E
C671	1275 00	3 08 23	69 87	69 86	N 72 36 04 E
C672	1275 00	2 14 56	50 05	50 04	N 69 54 25 E
C673	1275 00	1 06 43	24 75	24 75	N 68 13 35 E
C674	1275 00	1 47 20	39 81	39 80	N 66 46 33 E
C675	300 00	2 51 09	14 94	14 93	N 67 18 28 E
C676	300 00	20 53 22	109 38	108 77	N 79 10 44 E
C677	150 00	2 51 09	7 47	7 47	N 67 18 28 E
C678	150 00	20 53 22	54 69	54 39	N 79 10 44 E
C679	850 00	2 41 29	39 93	39 92	N 88 16 40 E
C680	850 00	4 12 30	62 43	62 42	N 84 49 40 E
C681	850 00	0 20 06	4 97	4 97	N 82 33 23 E
C682	1000 00	2 17 21	39 95	39 95	N 88 28 44 E
C683	1000 00	1 56 58	34 03	34 02	N 86 21 34 E
C684	1000 00	1 37 26	28 34	28 34	N 84 34 22 E
C685	1000 00	1 22 20	23 95	23 95	N 83 04 30 E

CURVE TABLE SHEET 8					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C686	300 00	8 01 23	42 01	41 97	N 86 24 01 E
C687	300 00	6 26 46	33 75	33 73	N 86 21 54 W
C688	450 00	7 45 23	60 92	60 87	N 86 16 01 E
C689	450 00	6 42 46	52 72	52 69	N 86 29 54 W
C690	850 00	0 53 29	13 22	13 22	N 83 35 15 W
C691	850 00	4 12 19	62 39	62 37	N 86 08 09 W
C692	850 00	2 08 17	31 72	31 72	N 89 18 27 W
C693	1000 00	1 50 51	32 25	32 24	N 84 03 56 W
C694	1000 00	3 34 17	62 33	62 32	N 86 46 31 W
C695	1000 00	1 48 56	31 69	31 69	N 89 28 07 W
C696	100 00	27 56 29	48 77	48 29	N 75 39 10 E
C697	100 00	32 50 52	57 33	56 55	N 45 15 29 E
C698	100 00	32 29 56	56 72	55 96	N 12 35 05 E
C699	250 00	27 56 29	121 92	120 71	N 75 39 10 E
C700	75 00	10 13 36	13 39	13 37	N 17 33 49 W
C701	75 00	31 58 44	41 86	41 32	N 03 32 21 E
C702	60 00	20 52 44	21 86	21 74	N 09 05 20 E
C703	60 00	62 16 27	65 21	62 05	N 32 29 16 W
C704	60 00	53 30 13	56 03	54 02	N 89 37 25 E
C705	60 00	54 23 32	56 96	54 84	N 35 40 32 E
C706	60 00	69 01 19	72 28	67 99	N 26 01 53 W
C707	60 00	4 20 24	4 54	4 54	N 62 42 45 W
C708	200 00	18 07 12	63 25	62 99	N 09 26 12 W
C709	200 00	19 42 30	68 79	68 46	N 28 21 02 W
C710	75 00	14 31 21	19 01	18 96	N 15 24 57 W
C711	75 00	4 29 24	5 88	5 88	N 05 54 35 W
C712	200 00	2 45 56	9 65	9 65	N 39 35 15 W
C713	200 00	17 47 05	62 08	61 83	N 32 04 40 W
C714	200 00	19 11 50	67 01	66 70	N 13 35 13 W
C715	200 00	0 19 25	1 13	1 13	N 03 49 35 W
C716	200 00	1 47 44	6 27	6 27	N 02 31 12 E
C717	200 00	18 13 25	63 61	63 34	N 12 31 46 E
C718	200 00	7 57 04	27 75	27 73	N 25 37 00 E
C719	200 93	13 15 00	46 46	46 36	N 22 55 57 E
C720	200 93	15 14 59	53 48	53 32	N 08 40 58 E
C721	75 00	30 20 13	39 71	39 25	N 16 47 26 E
C722	75 00	11 52 06	15 54	15 51	N 37 53 36 E
C723	60 00	52 03 04	54 51	52 65	N 17 48 07 E
C724	60 00	53 46 58	56 32	54 28	N 35 06 54 W
C725	60 00	53 46 58	56 32	54 28	N 34 21 43 E
C726	60 00	48 03 13	50 32	48 86	N 16 33 23 W
C727	75 00	13 59 00	18 30	18 26	N 33 35 30 W
C728	75 00	28 13 20	36 94	36 57	N 12 29 20 W
C729	210 00	14 54 11	54 62	54 47	N 07 49 41 W
C730	210 00	6 39 17	24 39	24 38	N 18 36 25 W
C731	210 00	11 06 01	40 68	40 62	N 16 23 03 W
C732	210 00	12 27 22	45 65	45 56	N 04 36 21 W
C733	825 00	3 36 14	51 89	51 89	N 13 59 52 W
C734	975 00	3 36 14	61 33	61 32	N 13 59 52 W
C735	1025 00	2 51 54	51 26	51 25	N 14 08 54 W
C736	1175 00	2 51 54	58 76	58 75	N 14 08 54 W
C737	1175 00	1 12 08	24 65	24 65	N 16 10 55 W
C738	1175 00	1 51 18	38 04	38 04	N 17 42 38 W
C739	1025 00	3 03 26	54 69	54 69	N 17 06 34 W
C740	975 00	3 27 16	58 78	58 77	N 17 31 37 W
C741	525 00	0 29 05	4 44	4 44	N 19 00 42 W
C742	825 00	3 27 16	49 74	49 73	N 17 31 37 W
C743	675 00	0 29 05	5 71	5 71	N 19 00 42 W
C794	250 00	31 01 09	135 35	133 70	N 46 10 21 E
C795	250 00	1 49 04	7 93	7 93	N 29 45 14 E
C796	25 00	33 36 13	14 66	14 45	N 18 25 26 E
C797	550 00	13 15 55	127 34	127 05	N 77 25 18 E
C799	800 00	6 52 50	96 07	96 01	N 86 11 00 E

LINE TABLE SHEET 8		
LINE	LENGTH	BEARING
L108	10 02	N 02 24 10 E
L109(E)	15 33	N 65 52 53 E
L110	20 53	N 65 52 53 E
L111	62 51	N 11 03 10 W
L112	6 76	N 74 33 25 E
L113	67 39	N 11 03 10 W
L117	10 04	N 20 19 10 W

LINE TABLE SHEET 8		
LINE	LENGTH	BEARING
L87	71 74	N 00 22 35 W
L88	49 76	N 74 33 25 E
L90	90 39	N 00 22 35 W
L94	48 00	N 24 07 07 W
L95	38 00	N 65 52 53 E
L96	48 00	N 24 07 07 W
L97	38 00	N 65 52 53 E
L107	10 00	N 02 24 10 E

LINE TABLE SHEET 8		
LINE	LENGTH	BEARING
L49	20 03	N 03 39 53 W
L50	20 00	N 26 22 31 E
L51	20 00	N 27 07 42 W
L52	20 00	N 27 59 37 E
L53	20 00	N 28 44 48 W
L54	20 00	N 00 22 35 W
L74	10 12	N 01 37 20 E
L82	70 01	N 89 37 25 E
L83	39 81	N 89 37 25 E
L86	15 04	N 04 32 30 W

LINE TABLE SHEET 8		
LINE	LENGTH	BEARING
L21	35 10	N 72 17 06 E
L22	45 74	S 87 42 21 E
L25	73 30	N 15 49 44 W
L29	54 98	N 11 27 02 W
L30	13 65	N 08 43 47 W
L31	28 35	N 89 37 25 E
L32	39 81	N 89 37 25 E
L39	28 35	N 89 37 25 E
L40	28 35	N 89 37 25 E
L41	39 81	N 89 37 25 E
L42	39 81	N 89 37 25 E

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28100 BONITA GRANDE DRIVE SUITE #107
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FLORIDA BUSINESS LICENSE NO LB 6897

PLAT BOOK 74 PAGE 43

SHEET 9 OF 14

Esplanade By The Islands - Phase 3 Replat

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55, LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 3I, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
A SUBDIVISION LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA

CURVE TABLE SHEET 9

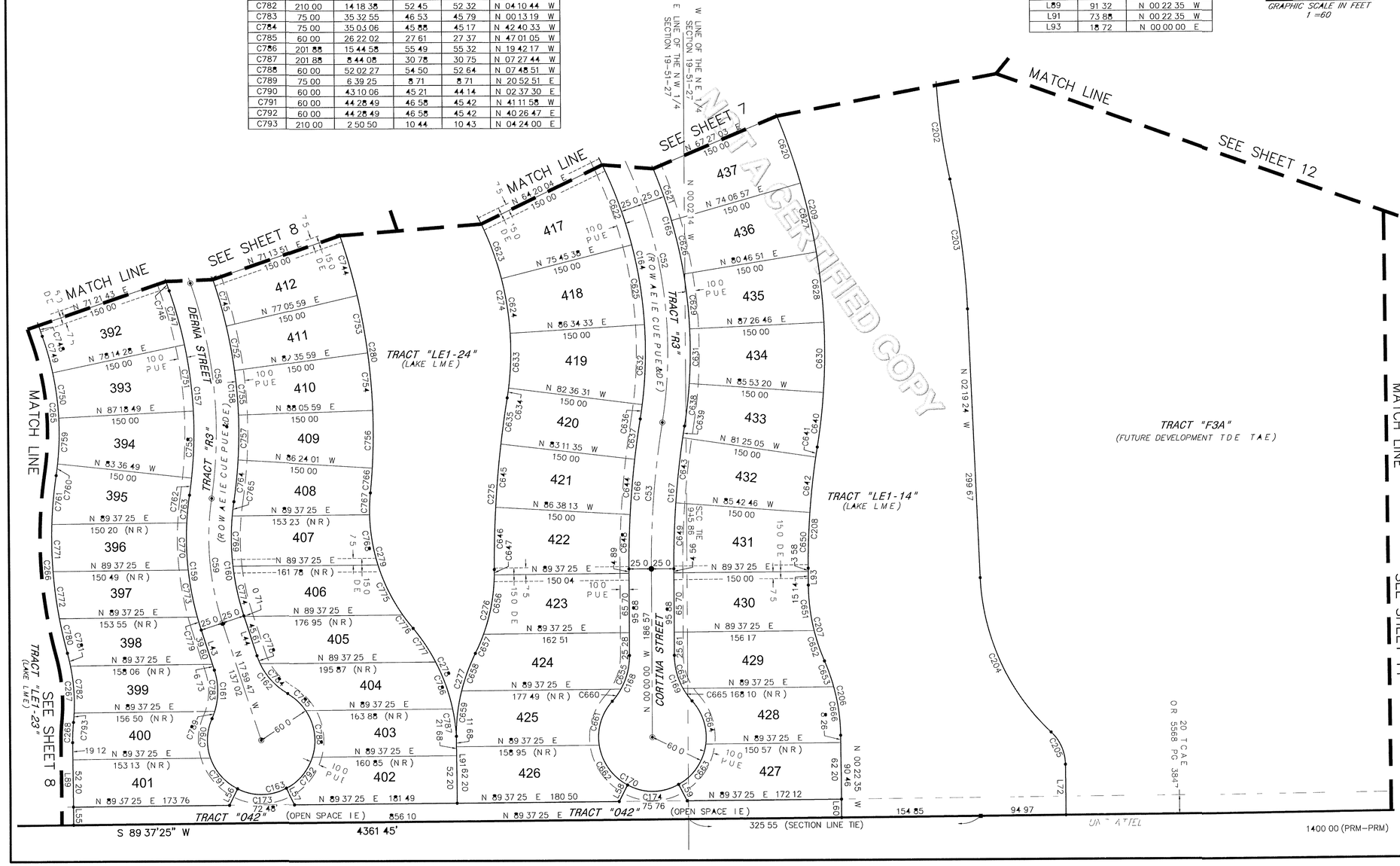
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C767	200 00	6 57 13	24 27	24 26	N 02 27 59 E
C768	200 00	16 11 52	56 54	56 35	N 09 06 33 W
C769	275 00	11 37 35	55 80	55 71	N 00 27 13 W
C770	325 00	9 12 50	52 26	52 21	N 01 22 15 W
C771	475 00	6 18 00	52 23	52 20	N 01 03 21 W
C772	475 00	6 20 49	52 62	52 59	N 07 22 46 W
C773	325 00	9 21 48	53 11	53 05	N 10 39 34 W
C774	275 00	11 43 46	56 30	56 20	N 12 07 54 W
C775	200 00	17 47 00	62 08	61 83	N 26 06 00 W
C776	200 00	5 23 26	18 82	18 81	N 37 41 13 W
C777	201 88	12 42 32	44 78	44 69	N 33 56 02 W
C778	75 00	7 09 14	9 36	9 36	N 21 34 23 W
C779	325 00	2 39 19	15 06	15 06	N 16 40 07 W
C780	475 00	4 42 55	39 09	39 08	N 12 54 38 W
C781	210 00	3 56 02	14 42	14 42	N 13 18 04 W
C782	210 00	14 18 38	52 45	52 32	N 04 10 44 W
C783	75 00	35 32 55	46 53	45 79	N 00 13 19 W
C784	75 00	35 03 06	45 88	45 17	N 42 40 33 W
C785	60 00	26 22 02	27 61	27 37	N 47 01 05 W
C786	201 88	15 44 58	55 49	55 32	N 19 42 17 W
C787	201 88	8 44 08	30 78	30 75	N 07 27 44 W
C788	60 00	52 02 27	54 50	52 64	N 07 48 51 W
C789	75 00	6 39 25	8 71	8 71	N 20 52 51 E
C790	60 00	43 10 06	45 21	44 14	N 02 37 30 E
C791	60 00	44 28 49	46 58	45 42	N 41 11 58 W
C792	60 00	44 28 49	46 58	45 42	N 40 26 47 E
C793	210 00	2 50 50	10 44	10 43	N 04 24 00 E

CURVE TABLE SHEET 9

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C753	675 00	5 30 00	64 80	64 77	N 10 09 01 W
C754	675 00	5 30 00	64 80	64 77	N 04 39 01 W
C755	525 00	5 30 00	50 40	50 38	N 04 39 01 W
C756	675 00	5 30 00	64 80	64 77	N 00 50 59 E
C757	525 00	5 30 00	50 40	50 38	N 00 50 59 E
C758	475 00	9 04 21	75 21	75 14	N 01 51 00 E
C759	325 00	9 04 21	51 46	51 41	N 01 51 00 E
C760	325 00	2 17 58	13 04	13 04	N 07 32 10 E
C761	475 00	6 35 29	54 65	54 62	N 05 23 24 E
C762	475 00	2 17 58	19 06	19 06	N 07 32 10 E
C763	325 00	5 26 59	30 91	30 90	N 05 57 39 E
C764	525 00	5 05 10	46 60	46 59	N 06 08 34 E
C765	275 00	3 19 34	15 96	15 96	N 07 01 22 E
C766	675 00	2 20 36	27 61	27 61	N 04 46 17 E

LINE TABLE SHEET 9

LINE	LENGTH	BEARING
L43	46 33	N 17 59 47 W
L44	46 33	N 17 59 47 W
L55	20 00	N 00 22 35 W
L56	20 00	N 26 33 37 E
L57	20 00	N 27 18 48 W
L58	20 00	N 27 53 04 E
L59	20 00	N 25 38 15 W
L60	20 00	N 00 22 35 W
L72	55 00	N 00 22 35 W
L89	91 32	N 00 22 35 W
L91	73 88	N 00 22 35 W
L93	18 72	N 00 00 00 E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TRACT "LE1-24" (LAKE LME)
TRACT "R3" (ROW AE ICUE PUE AE)
TRACT "R3" (ROW AE ICUE PUE AE)
TRACT "LE1-14" (LAKE LME)
TRACT "F3A" (FUTURE DEVELOPMENT TDE TAE)
CORTINA STREET
DERNA STREET
TRACT "LE1-23" (LAKE LME)
TRACT "042" (OPEN SPACE IE)
TRACT "042" (OPEN SPACE IE)
N 89 37'25" W
4361 45'
856 10
325 55 (SECTION LINE TIE)
154 85
94 97
1400 00 (PRM–PRM)
N 02 19 24 W
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Esplanade By The Islands - Phase 3 Replat

PLAT BOOK 74 PAGE 44

SHEET 10 OF 14

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55,
LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 3I, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
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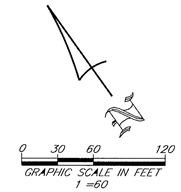
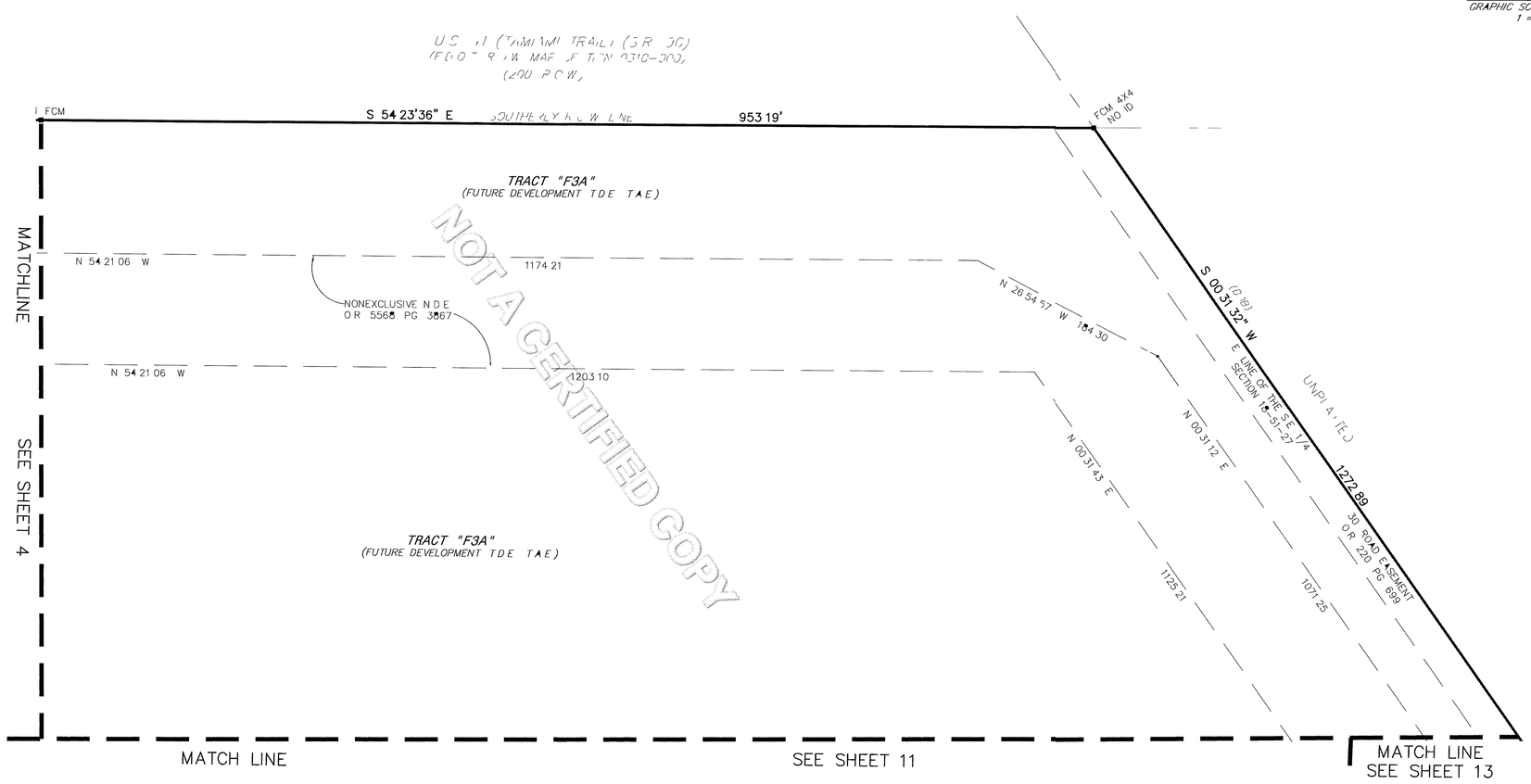
COLLIER COUNTY, FLORIDA





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BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Esplanade By The Islands - Phase 3 Replat

PLAT BOOK 74 PAGE 45

SHEET 11 OF 14

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55, LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 31, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
A SUBDIVISION LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA

CURVE TABLE SHEET 11					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C185	1175.00	19.08.41	392.61	390.79	N 49.57.29 W
C186	50.00	61.24.49	53.59	51.06	N 71.05.37 W
C187	1305.00	3.34.55	81.59	81.57	N 79.59.27 E
C188	50.00	22.15.56	19.43	19.31	N 70.38.57 E
C189	625.00	23.40.48	258.31	256.47	N 47.40.27 E

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 10

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 13

MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 12

25 BUFFER/
25 CPSSL

BELLA ISLORO
AN ESPLANADE
COMMUNITY - PHASE 1
PB 67 PGS 32-34

TRACT "R1"
(RESERVE AREA CE, 160
FOR LAKE PS 1-3 LME
AND SDAS PE 1-4) LME
NOT PART OF THIS PLAT

S 66 38'01" E 209.45'

L17

2.5

L65

C189

C188

C187

C186

C185

TRACT "LE1-9"
(LAKE LME)

TRACT "F3A"
(FUTURE DEVELOPMENT TDE TAE)

N 00 31 43 E
1125.23

NONEXCLUSIVE N.D.E.
O.R. 5566 PG. 3867

0 30 60 120
GRAPHIC SCALE IN FEET
1 =60

LINE TABLE SHEET 11		
LINE	LENGTH	BEARING
L17	168.65	N 21.05.59 E
L65	64.14	N 35.50.03 E

S LINE OF THE S.E. 1/4
SECTION 18-51-27
N 89.34.45 W 2642.19
N LINE OF THE N.E. 1/4
SECTION 19-51-27

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PLAT BOOK 74 PAGE 46

SHEET 12 OF 14

Esplanade By The Islands - Phase 3 Replat

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55,
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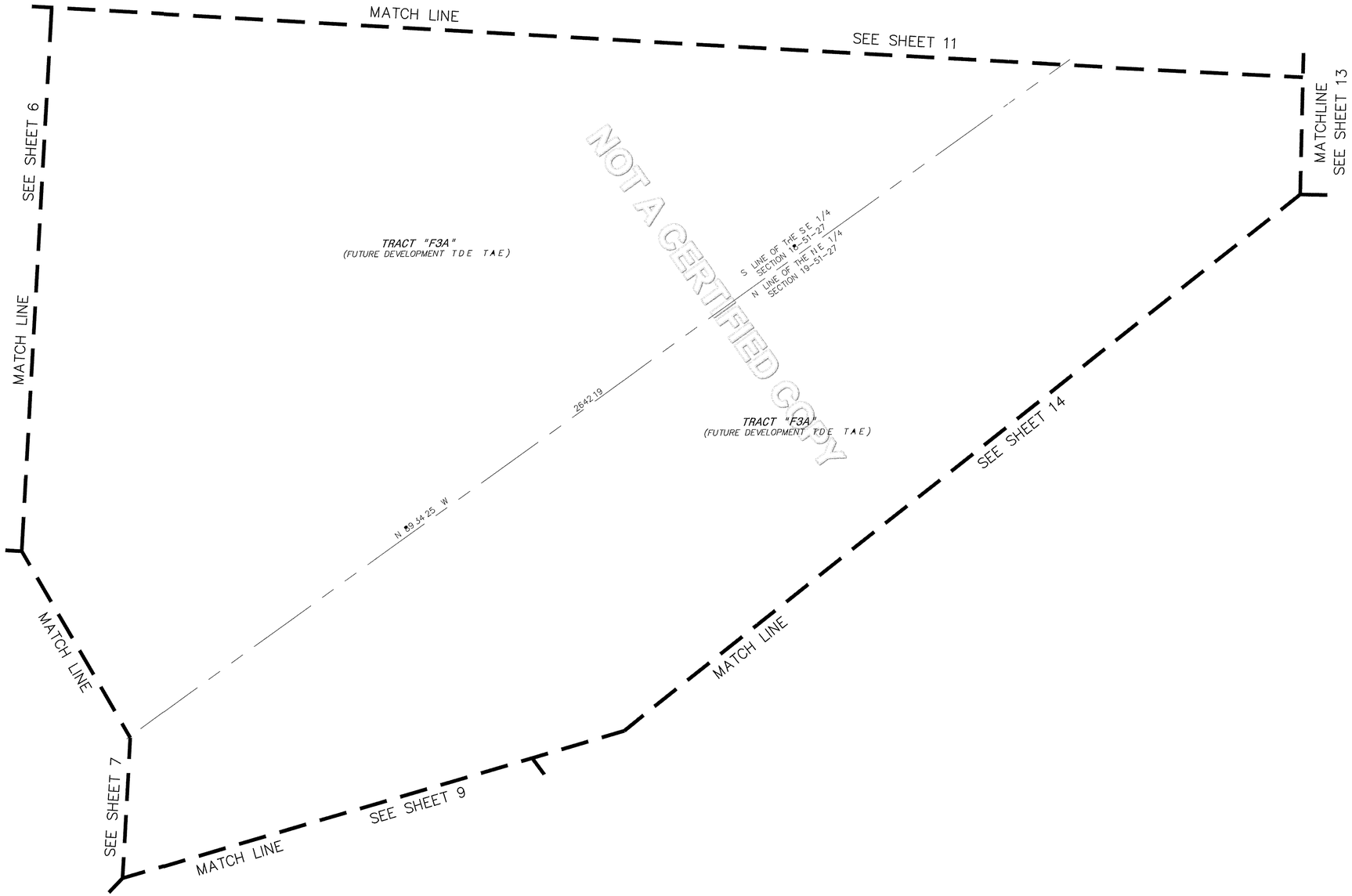
COLLIER COUNTY, FLORIDA



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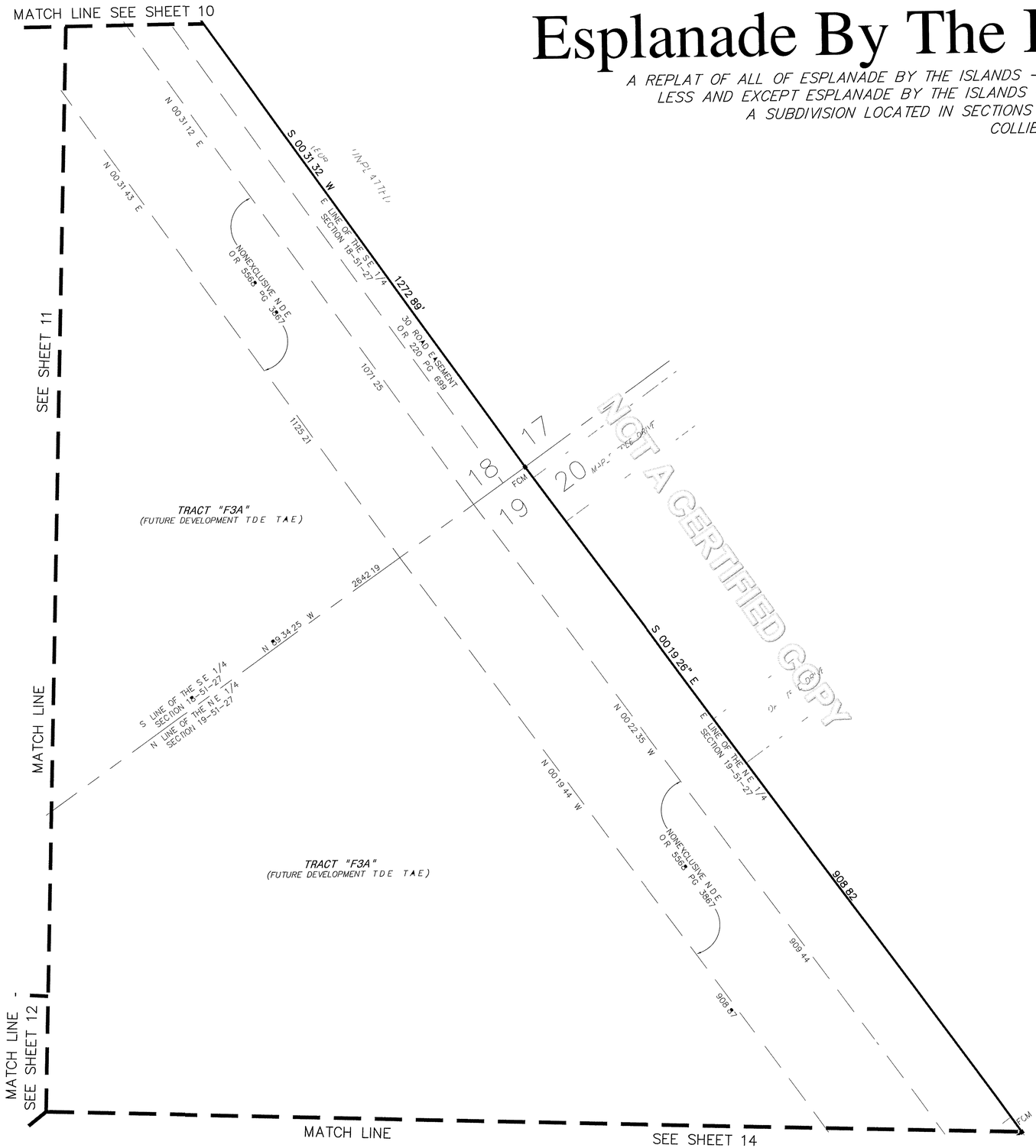
A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55,
LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 31, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
A SUBDIVISION LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA



THIS INSTRUMENT PREPARED BY
JOHN SCOTT RHODES P.S.M. #5739

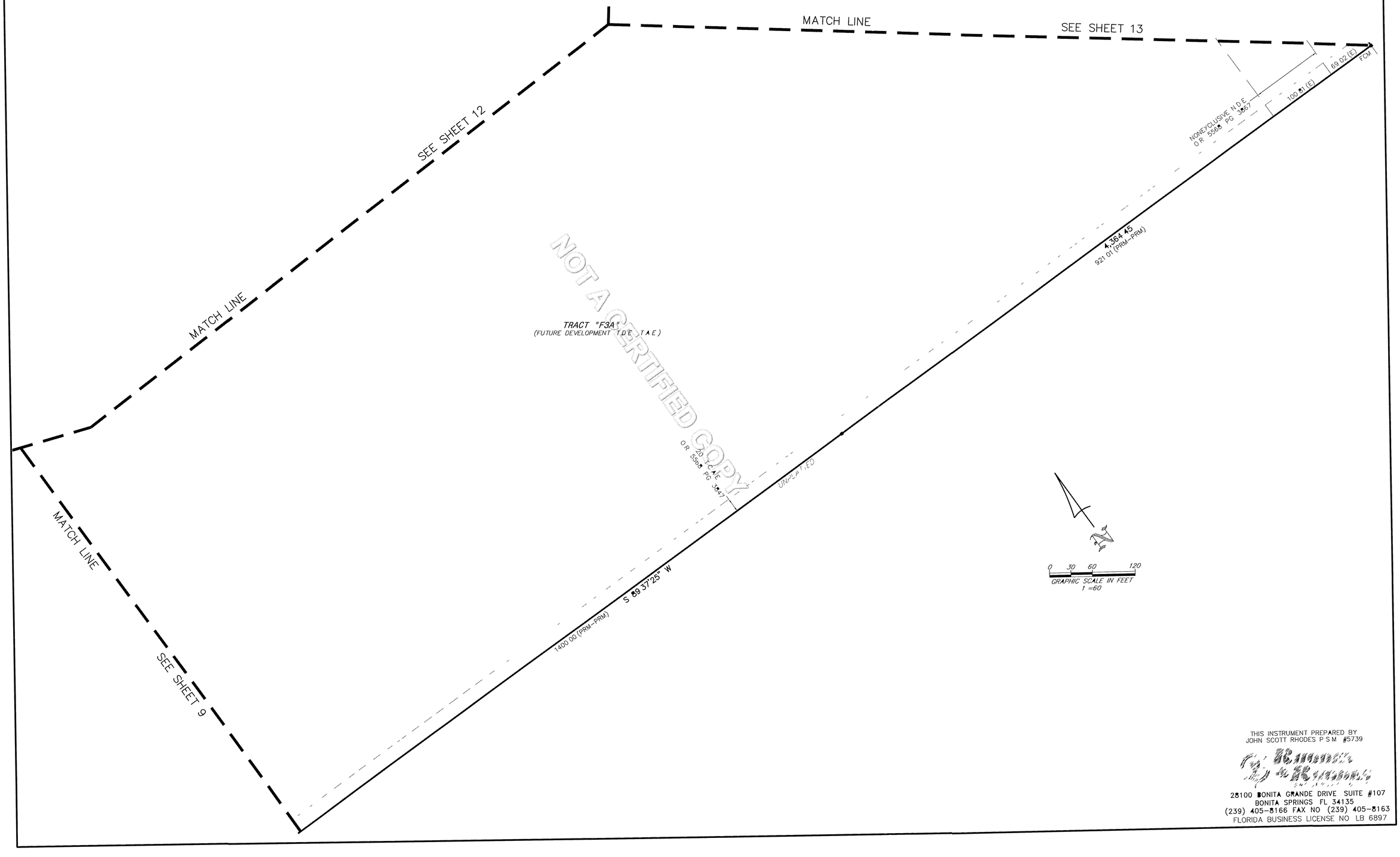
28100 BONITA GRANDE DRIVE SUITE #107
BONITA SPRINGS FL 34135
(239) 405-8166 FAX NO (239) 405-8163
FLORIDA BUSINESS LICENSE NO LB 6897

PLAT BOOK 74 PAGE 43

SHEET 14 OF 14

Esplanade By The Islands - Phase 3 Replat

A REPLAT OF ALL OF ESPLANADE BY THE ISLANDS – PHASE 3, RECORDED IN PLAT BOOK 73, PAGES 42 THROUGH 55,
LESS AND EXCEPT ESPLANADE BY THE ISLANDS – PHASE 3I, RECORDED IN PLAT BOOK 73, PAGES 88 AND 89
A SUBDIVISION LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 51 SOUTH, RANGE 27 EAST
COLLIER COUNTY, FLORIDA



THIS INSTRUMENT PREPARED BY
JOHN SCOTT RHODES P.S.M. #5739

28100 BONITA GRANDE DRIVE SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Executive Summary

Recommendation to approve final acceptance and accept the conveyance of the potable water and sewer utility facilities for Seven Shores Phase 1B, 1C & 1D, PL20240001231.

OBJECTIVE: To have the Board of County Commissioners, as Ex-Officio Governing Board of the Collier County Water-Sewer District, approve final acceptance and accept the conveyance of these potable water and sewer utility facilities, in accordance with the Collier County Utility Standards and Procedures, Ordinance No. 2004-31.

CONSIDERATIONS:

1. The Developer of Seven Shores Phase 1B, 1C & 1D has constructed the potable water and sewer utility facilities within dedicated easements to serve this development. (See attached location map). The potable water and sewer facilities were offered for conveyance to the County, as described in O.R. Book 6407, Page (PG) 66, and are located within County utility easements dedicated by the plat of Hacienda North - Phase 1, recorded in Plat Book 73, Pages 21-30, of the Public Records of Collier County, Florida. These potable water and sewer utility facilities (assets) were valued at $249,187 and $262,354.60, respectively.

2. Staff recorded all final acceptance documents associated with the facilities being conveyed to the County in the public records of Collier County. The county attorney's office reviewed and approved the documents as to form and legality. The County acquired its interest in potable water and sewer utility facilities through the Utility Facilities Warranty Deed and Bill of Sale recorded in O. R. Book 6407, PG 66 ("the Utility Facilities Deed").

3. The Development Review staff conducted a final inspection on September 10, 2024, in coordination with Public Utilities to discover defects in materials and workmanship. These facilities were found to be satisfactory and acceptable.

4. Staff recommends final acceptance of the subject utility facilities in the amount of $511,541.60. Staff also recommends acceptance of the Utilities Facilities Deed and the facilities described therein.

5. This final acceptance is in accordance with Collier County Ordinance No. 2004-31, as amended.

6. Staff is unaware of any issues that would serve to negate the recommendation to release the applicable security.

FISCAL IMPACT: Approval of this Executive Summary will have no specific financial impact. However, approval of this executive summary will result in the Collier County Water-Sewer District receiving title to the potable water and sewer utility facilities, which have a total gross value of $511,541.60 (no depreciation applied), and an asset will be recorded in the financial records of the county.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality, and requires a majority vote for Board approval. –DDP

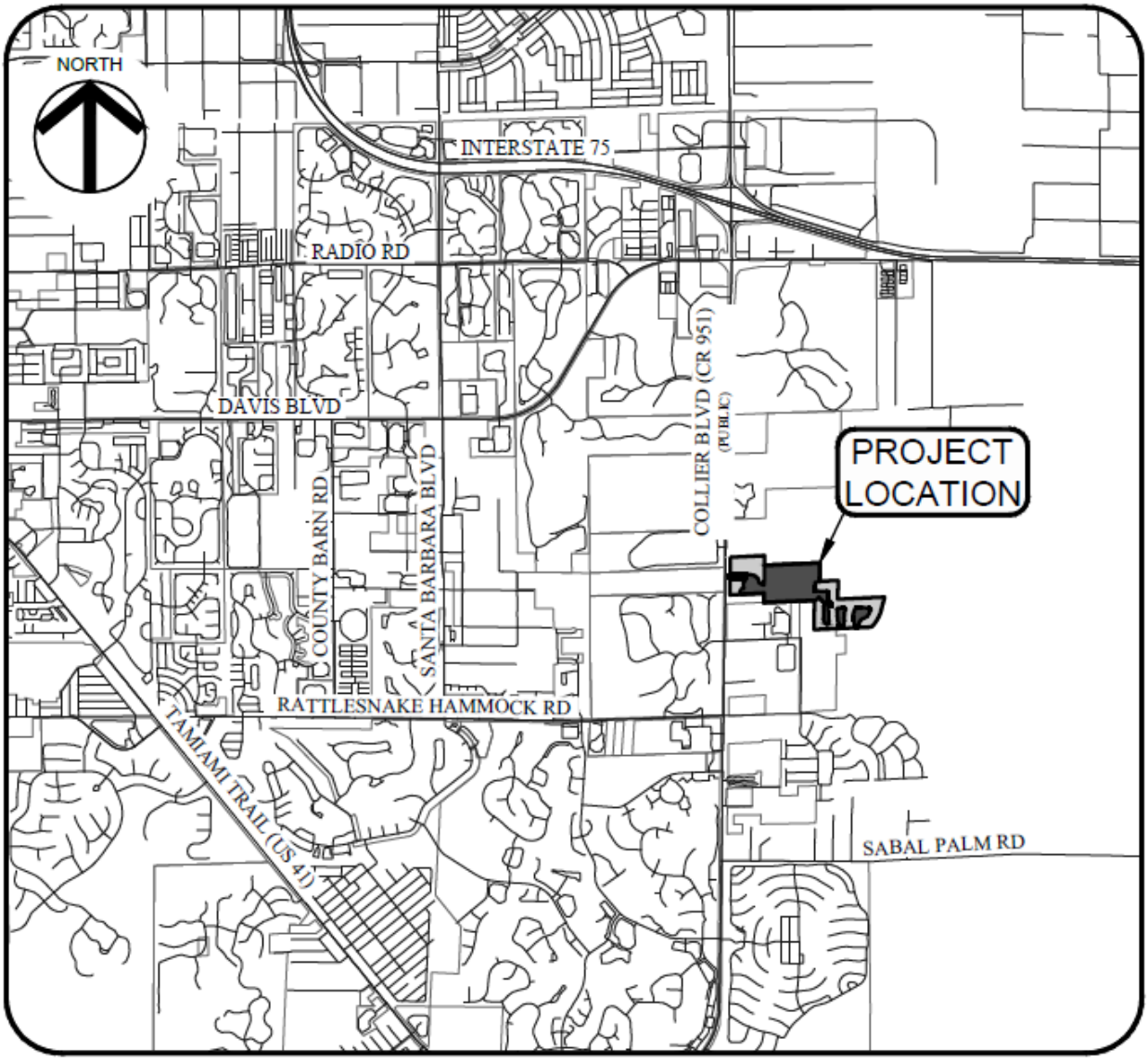
RECOMMENDATIONS: To approve final acceptance and accept the conveyance of the potable water and sewer utility facilities for Seven Shores Phase 1B, 1C & 1D, PL20240001231, and accept the conveyance of the Utilities Facilities Deed and the facilities described therein.

PREPARED BY: Lucia S. Martin, Project Manager I, Development Review Division

ATTACHMENTS:

1. Location Map
2. Assets Sheet
3. Verification of Final Cost
4. Warranty Deed and Bill of Sale
5. Plat Map

SEVEN SHORES - PHASE 1B, 1C & 1D



LOCATION MAP

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: **Seven Shores Phase 1B & 1C & 1D**

LOCATION: **Part of Section 11, Township 50 South, Range 26 East**
Collier County, Florida

NAME & ADDRESS OF OWNER: **Toll Brothers Inc.**
24201 Walden Center Drive, Suite 204
Bonita Springs, FL 34134

TYPE OF UTILITY SYSTEM: **POTABLE WATER** (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
PVC Water Main (C900, DR 18)	8"	3007	LF	$ 36.00	$108,252.00
PVC Water Main (C900, DR 14)	8"	46	LF	$ 54.00	$2,484.00
PVC Water Main (C900, DR 18)	6"	775	LF	$ 20.00	$15,500.00
PVC Water Main (C900, DR 14)	6"	38	LF	$ 38.00	$1,444.00
Gate Valve	6"	2	EA	$ 1,120.00	$2,240.00
Gate Valve	8"	2	EA	$ 1,675.00	$3,350.00
Single Water Service, Complete	1"	24	EA	$ 775.00	$18,600.00
Double Water Service, Complete	1.5"	38	EA	$ 955.00	$36,290.00
Fire Hydrant, Complete		9	EA	$ 4,875.00	$43,875.00
Permanent Bacterial Sample Point		1	EA	$ 1,388.00	$1,388.00
Temporary Blowoff W/ Bacti Sample Point		4	EA	$ 2,761.00	$11,044.00
Automatic Flushing Device		1	EA	$ 4,720.00	$4,720.00
			TOTAL COST		**$249,187.00**

1015

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING: HASKINS INC.

OF: **10956 Enterprise Ave**
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO and subscribed before me by means of XXX physical presence or ___ online notarization this 12th day of August, 2024, by Ryan MacPhee, Vice President of Haskins Inc. Such person(s) is personally know to me. Notary Public must check applicable box:

Type of Identification Produced N/A.

Notary Public Mabel Lago

Seal:

MABEL LAGO
Notary Public - State of Florida
Commission # HH 353346
My Comm. Expires Feb 13, 2027
Bonded through National Notary Assn.

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: **Seven Shores Phase 1B & 1C & 1D**

LOCATION: **Part of Section 11, 13 & 14, Township 50 South, Range 26 Collier County, Florida**

NAME & ADDRESS OF OWNER: **Toll Brothers Inc.**
24201 Walden Center Drive, Suite 204
Bonita Springs, FL 34134

TYPE OF UTILITY SYSTEM: **SANITARY SEWER** (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
8" PVC Sanitary Sewer SDR-26 (0-6')	8"	445	LF	$20.60	$9,167.00
8" PVC Sanitary Sewer SDR-26 (6-8')	8"	799	LF	$20.60	$16,459.40
8" PVC Sanitary Sewer SDR-26 (8-10')	8"	1017	LF	$20.60	$20,950.20
8" PVC Sanitary Sewer SDR-26 (10-12')	8"	199	LF	$20.60	$4,099.40
8" PVC Sanitary Sewer SDR-26 (12-14')	8"	525	LF	$20.60	$10,815.00
8" PVC Sanitary Sewer SDR-26 (14-16')	8"	366	LF	$20.60	$7,539.60
Manhole 4' Diameter with IET Coating (0-6')		2	EA	$5,260.00	$10,520.00
Manhole 4' Diameter with IET Coating (6-8')		3	EA	$6,260.00	$18,780.00
Manhole 4' Diameter with IET Coating (8-10')		3	EA	$7,350.00	$22,050.00
Manhole 4' Diameter with IET Coating (10-12')		1	EA	$8,780.00	$8,780.00
Manhole 4' Diameter with IET Coating (12-14')		2	EA	$9,640.00	$19,280.00
Manhole 4' Diameter with IET Coating (14-16')		3	EA	$10,900.00	$32,700.00
Manhole 4' Diameter with IET Coating (16-18')		2	EA	$12,452.00	$24,904.00
Single PVC Sewer Service w/ Cleanout	6"	16	EA	$855.00	$13,680.00
Double PVC Sewer Service w/ Cleanout	6"	42	EA	$1,015.00	$42,630.00
			TOTAL COST		**$262,354.60**

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING: **HASKINS INC.**

OF: **10956 Enterprise Ave**
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

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Notary Public Mabel Lago

Seal:

MABEL LAGO
Notary Public - State of Florida
Commission # HH 353346
My Comm. Expires Feb 13, 2027
Bonded through National Notary Assn.

VERIFICATION OF FINAL COST

PROJECT NAME: **Seven Shores Phase 1B & 1C & 1D**

LOCATION: **Part of Section 11, Township 50 South, Range 26 East Collier County, Florida**

NAME & ADDRESS OF OWNER: **Toll Brothers Inc.**
24201 Walden Center Drive, Suite 204
Bonita Springs, FL 34134

TYPE OF UTILITY SYSTEM: **POTABLE WATER** (MATERIAL AND SERVICES)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
PVC Water Main (C900, DR 18)	8"	3007	LF	$75.00	$225,525.00
PVC Water Main (C900, DR 14)	8"	46	LF	$ 105.00	$4,830.00
PVC Water Main (C900, DR 18)	6"	775	LF	$ 49.00	$37,975.00
PVC Water Main (C900, DR 14)	6"	38	LF	$ 77.00	$2,926.00
Gate Valve	6"	2	EA	$ 2,515.00	$5,030.00
Gate Valve	8"	2	EA	$ 3,420.00	$6,840.00
Single Water Service, Complete	1"	24	EA	$ 1,610.00	$38,640.00
Double Water Service, Complete	1.5"	38	EA	$ 2,018.00	$76,684.00
Fire Hydrant, Complete		9	EA	$ 8,795.00	$79,155.00
Permanent Bacterial Sample Point		1	EA	$ 3,200.00	$3,200.00
Temporary Blowoff W/ Bacti Sample Point		4	EA	$ 5,165.00	$20,660.00
Automatic Flushing Device		1	EA	$ 8,545.00	$8,545.00
			TOTAL COST		**$510,010.00**

1015

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system.

CERTIFYING: **HASKINS INC.**

OF: **10956 Enterprise Ave**
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO and subscribed before me by means of XXX physical presence or ___ online notarization this 12th day of August, 2024, by Ryan MacPhee, Vice President of Haskins Inc. Such person(s) is personally know to me. Notary Public must check applicable box:

Type of Identification Produced N/A.

Notary Public Mabel Lago

Seal:



VERIFICATION OF FINAL COST

PROJECT NAME: **Seven Shores Phase 1B & 1C & 1D**

LOCATION: **Part of Section 11, Township 50 South, Range 26 East Collier County, Florida**

NAME & ADDRESS OF OWNER: **Toll Brothers Inc.**
24201 Walden Center Drive, Suite 204
Bonita Springs, FL 34134

TYPE OF UTILITY SYSTEM: **SANITARY SEWER** (MATERIAL AND SERVICES)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
8" PVC Sanitary Sewer SDR-26 (0-6')	8"	445	LF	$62.50	$27,812.50
8" PVC Sanitary Sewer SDR-26 (6-8')	8"	799	LF	$68.00	$54,332.00
8" PVC Sanitary Sewer SDR-26 (8-10')	8"	1017	LF	$79.00	$80,343.00
8" PVC Sanitary Sewer SDR-26 (10-12')	8"	199	LF	$86.75	$17,263.25
8" PVC Sanitary Sewer SDR-26 (12-14')	8"	525	LF	$94.00	$49,350.00
8" PVC Sanitary Sewer SDR-26 (14-16')	8"	366	LF	$120.00	$43,920.00
Manhole 4' Diameter with IET Coating (0-6')		2	EA	$9,905.00	$19,810.00
Manhole 4' Diameter with IET Coating (6-8')		3	EA	$11,510.00	$34,530.00
Manhole 4' Diameter with IET Coating (8-10')		3	EA	$12,900.00	$38,700.00
Manhole 4' Diameter with IET Coating (10-12')		1	EA	$15,555.00	$15,555.00
Manhole 4' Diameter with IET Coating (12-14')		2	EA	$20,420.00	$40,840.00
Manhole 4' Diameter with IET Coating (14-16')		3	EA	$22,900.00	$68,700.00
Manhole 4' Diameter with IET Coating (16-18')		2	EA	$22,715.00	$45,430.00
Single PVC Sewer Service w/ Cleanout	6"	16	EA	$1,860.00	$29,760.00
Double PVC Sewer Service w/ Cleanout	6"	42	EA	$2,350.00	$98,700.00
			TOTAL COST		**$665,045.75**

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING: HASKINS INC.

OF: **10956 Enterprise Ave**
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO and subscribed before me by means of XXX physical presence or ___ online notarization this 12th day of August, 2024, by Ryan MacPhee, Vice President of Haskins Inc. Such person(s) is personally know to me. Notary Public must check applicable box:

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Notary Public Mabel Lago

Seal:

MABEL LAGO
Notary Public - State of Florida
Commission # HH 353346
My Comm. Expires Feb 13, 2027
Bonded through National Notary Assn.

INSTR 6603408 OR 6407 PG 66 RECORDED 10/21/2024 11:37 AM PAGES 6
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $0.70 REC $52.50

Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

NOT CERTIFIED COPY

UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE
(Hacienda North CDD to Collier County)
(Phases 1B, 1C & 1D)

THIS INDENTURE made this 24th day of July, 2024, between **HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102 (hereinafter referred to as "Grantor"), and **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, its successors and/or assigns, whose address is 3299 Tamiami Trail East, Suite 303, Naples, Florida 34112 (hereinafter referred to as "Grantee").

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit "A" attached hereto and incorporated by reference herein.)

(Exhibit "B" attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit "B".

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

Witnesses:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes

Stephanie Vaul
Signature
Printed Name: Stephanie Vaul
Address: 950 Encore Way, Ste 200
Naples, FL 34110

By: _____
Robert Mulhere, Chair

Address: 950 Encore Way, Suite 200
Naples FL 34110

Jeremie Chastain
Signature
Printed Name: Jeremie Chastain
Address: 950 Encore Way ste 200
Naples, FL 34110

STATE OF FLORIDA)
) ss.
COUNTY OF Collier)

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 24th day of July, 2024, by Robert Mulhere, as Chair of Hacienda North Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who is (X) personally known to me or ( ) has produced _____ as evidence of identification.

(SEAL)

DEBORAH K. D'ANGOLA
Notary Public - State of Florida
Commission # HH 219413
My Comm. Expires Jan 23, 2026
Bonded through National Notary Assn.

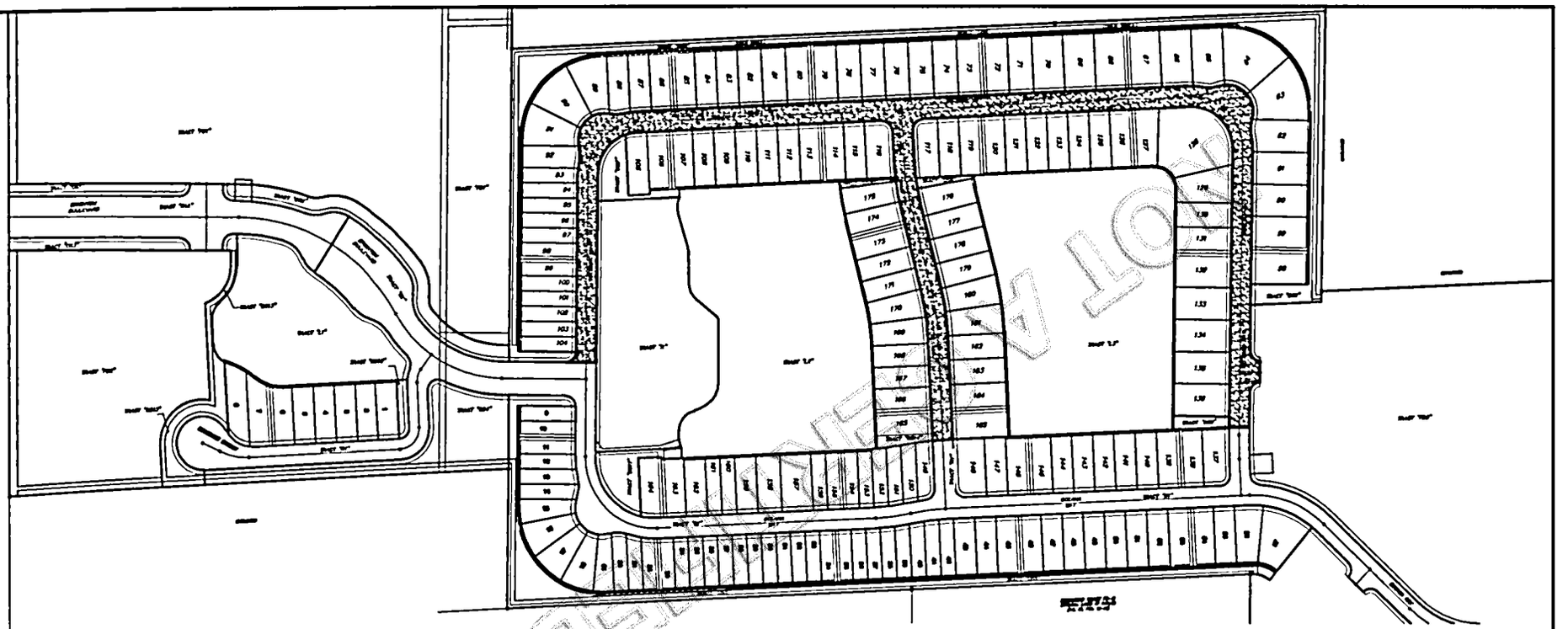
Deborah K D'Angola
NOTARY PUBLIC
Name: Deborah K. D'Angola
(Type or Print)
My Commission Expires: Jan. 23, 2026
Address: 950 Encore Way, Suite 200
Naples, Florida
34110

NOT A CERTIFIED COPY

Exhibit "A"
Legal Description

BEING A PORTION OF TRACT "R1", KITE LANE FROM THE SOUTH LINE OF LOT 185 TO WISTERIA WAY AND ALONG WISTERIA WAY FROM WEST LINE OF 137 TO BRIGHTON BOULEVARD, HACIENDA NORTH – PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 21 THROUGH 30, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOT A CERTIFIED COPY



LEGAL DESCRIPTION

BEING A PORTION OF TRACT "R1", KITE LANE FROM THE SOUTH LINE OF LOT 185 TO WISTERIA WAY AND ALONG WISTERIA WAY FROM NORTH LINE OF 137 TO BRIGHTON BOULEVARD, HACIENDA NORTH – PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 21 THROUGH 30, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

ABBREVIATIONS
BOB = BASIS OF BEARING
C/L = CENTERLINE
FPL = FLORIDA POWER AND LIGHT
P = PLAT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PSM = PROFESSIONAL SURVEYOR AND MAPPER
R/W = RIGHT OF WAY LINE

= LEGAL DESCRIPTION AREA

N

0 75 150 300 600
GRAPHIC SCALE

NOT A SURVEY

JOHN SCOTT RHODES CERTIFICATE No 5739 STATE OF FLORIDA Professional Surveyor & Mapper

John Scott Rhodes PSM # 5739 State of Florida
Digitally signed by John Scott Rhodes PSM # 5739 State of Florida Date: 2024.05.08 09:22:08 -04'00'
BY. JOHN SCOTT RHODES PSM #5739

SKETCH AND DESCRIPTION

CERTIFIED TO:
TOLL BROTHERS

RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897

bk	pg	date.
XX	XX	MAY 7, 2024
		scale: 1" = 300'
		cogo # 21-588

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

drawn: EFC
checked. JSR
acad # 2023-641
view: PLOT
project#. 2023-641
sheet # 1 of 1
file # 2023-641 TURNOVER PHASE IB-ID

NOT A CERTIFIED SURVEY

CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: Seven Shores Phase 1B & 1C & 1D

LOCATION: Part of Section 11, Township 50 South, Range 26 East
Collier County, Florida

NAME & ADDRESS OF OWNER: Toll Brothers Inc.
24201 Walden Center Drive, Suite 204
Bonita Springs, FL 34134

TYPE OF UTILITY SYSTEM: POTABLE WATER (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
PVC Water Main (C900, DR 18)	8"	3007	LF	$ 36.00	$108,252.00
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PVC Water Main (C900, DR 14)	6"	38	LF	$ 38 00	$1,444.00
Gate Valve	6"	2	EA	$ 1,120.00	$2,240.00
Gate Valve	8"	2	EA	$ 1,675 00	$3,350 00
Single Water Service, Complete	1"	24	EA	$ 775 00	$18,600.00
Double Water Service, Complete	1.5"	38	EA	$ 955.00	$36,290 00
Fire Hydrant, Complete		9	EA	$ 4,875 00	$43,875 00
Permanent Bacterial Sample Point		1	EA	$ 1,388 00	$1,388.00
Temporary Blowoff W/ Bacti Sample Point		4	EA	$ 2,761.00	$11,044.00
Automatic Flushing Device		1	EA	$ 4,720 00	$4,720.00
			TOTAL COST		$249,187.00

1015

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING: HASKINS INC.

By: _____

OF: 10956 Enterprise Ave
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO and subscribed before me by means of XXX physical presence or ___ online notarization this 12th day of August, 2024, by Ryan MacPhee, Vice President of Haskins Inc. Such person(s) is personally know to me. Notary Public must check applicable box:

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CERTIFICATION OF CONTRIBUTORY ASSETS - COUNTY

PROJECT NAME: Seven Shores Phase 1B & 1C & 1D

LOCATION: Part of Section 11, 13 & 14, Township 50 South, Range 26 Collier County, Florida

NAME & ADDRESS OF OWNER: Toll Brothers Inc.
24201 Walden Center Drive, Suite 204
Bonita Springs, FL 34134

TYPE OF UTILITY SYSTEM: SANITARY SEWER (MATERIALS ONLY)

ITEM	SIZE	QUAN.	UNIT	COST	TOTAL
8" PVC Sanitary Sewer SDR-26 (0-6')	8"	445	LF	$20.60	$9,167.00
8" PVC Sanitary Sewer SDR-26 (6-8')	8"	799	LF	$20 60	$16,459.40
8" PVC Sanitary Sewer SDR-26 (8-10')	8"	1017	LF	$20 60	$20,950.20
8" PVC Sanitary Sewer SDR-26 (10-12')	8"	199	LF	$20 60	$4,099 40
8" PVC Sanitary Sewer SDR-26 (12-14')	8"	525	LF	$20 60	$10,815 00
8" PVC Sanitary Sewer SDR-26 (14-16')	8"	366	LF	$20 60	$7,539 60
Manhole 4' Diameter with IET Coating (0-6')		2	EA	$5,260 00	$10,520.00
Manhole 4' Diameter with IET Coating (6-8')		3	EA	$6,260 00	$18,780.00
Manhole 4' Diameter with IET Coating (8-10')		3	EA	$7,350 00	$22,050 00
Manhole 4' Diameter with IET Coating (10-12')		1	EA	$8,780 00	$8,780 00
Manhole 4' Diameter with IET Coating (12-14')		2	EA	$9,640.00	$19,280.00
Manhole 4' Diameter with IET Coating (14-16')		3	EA	$10,900 00	$32,700.00
Manhole 4' Diameter with IET Coating (16-18')		2	EA	$12,452.00	$24,904.00
Single PVC Sewer Service w/ Cleanout	6"	16	EA	$855.00	$13,680.00
Double PVC Sewer Service w/ Cleanout	6"	42	EA	$1,015 00	$42,630 00
				TOTAL COST	$262,354.60

I do hereby certify that the quantities of material described above are a true and accurate representation of the system being contributed to Collier County Utilities.

CERTIFYING: HASKINS INC.

BY: _____

OF: 10956 Enterprise Ave
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO and subscribed before me by means of XXX physical presence or ___ online notarization this 12th day of August, 2024, by Ryan MacPhee, Vice President of Haskins Inc. Such person(s) is personally know to me Notary Public must check applicable box:

Type of Identification Produced N/A

Mabel Lago
Notary Public Mabel Lago

Seal

MABEL LAGO
Notary Public - State of Florida
Commission # HH 353346
My Comm. Expires Feb 13, 2027
Bonded through National Notary Assn.

NOT A CERTIFIED COPY

Hacienda North - Phase 1

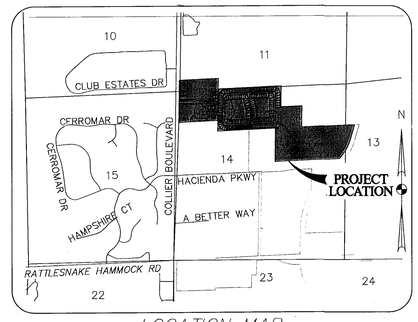
PLAT BOOK 73 PAGE 21

SHEET 1 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LOCATION MAP
NOT TO SCALE
SEE SHEET 2 FOR SURVEY NOTES AND LEGAL DESCRIPTION

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS THAT BHEG SEVEN SHORES LLC, A DELAWARE LIMITED LIABILITY COMPANY AND HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNERS OF THE LANDS DESCRIBED HEREON HAS CAUSED THIS PLAT OF "HACIENDA NORTH – PHASE 1" TO BE MADE AND DOES HEREBY:

A. DEDICATE TO THE SEVEN SHORES HOMEOWNER'S ASSOCIATION, INC., IT SUCCESSORS OR ASSIGNS:

1. TRACT "R1" AS PRIVATE ROAD RIGHT-OF-WAY (R.O.W.) SUBJECT TO THE EASEMENTS DEPICTED HEREON (P.A.E., I.E., C.U.E., P.U.E., D.E.) WITH RESPONSIBILITY FOR MAINTENANCE. ROADWAY PURPOSES INCLUDE, BUT ARE NOT LIMITED TO PAVEMENT, ROADWAY DRAINAGE, BIKE LANES, SIDEWALKS AND PATHWAYS.

2. TRACT "A", AS AMENITY CENTER, SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

3. TRACTS "OS1", "OS2", "OS3", "OS4", "OS5", "OS6", "OS7", "OS8", "OS9", "OS10", "OS11", "OS12", "OS13" AND "OS14" (OPEN SPACE), FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF LIGHTING, LANDSCAPING, SIGNS, SIDEWALKS, PERIMETER WALLS AND IRRIGATION, SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

4. ALL ACCESS EASEMENTS (A.E.) AND TEMPORARY ACCESS EASEMENTS (T.A.E.) AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

5. ALL IRRIGATION EASEMENTS (I.E.) AND TEMPORARY IRRIGATION EASEMENTS (T.I.E.), AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF IRRIGATION FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

6. ALL DRAINAGE EASEMENTS (D.E.) AND TEMPORARY DRAINAGE EASEMENTS (T.D.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

7. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

8. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, AND MAINTENANCE AND OPERATION, WITH RESPONSIBILITY FOR MAINTENANCE.

9. ALL PRIVATE ACCESS EASEMENTS (P.A.E.), AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. TRACT "R1A" AS ROAD RIGHT-OF-WAY (R.O.W.) SUBJECT TO THE EASEMENTS DEPICTED HEREON (A.E., I.E., C.U.E., P.U.E., D.E.) WITH RESPONSIBILITY FOR MAINTENANCE. ROADWAY PURPOSES INCLUDE, BUT ARE NOT LIMITED TO PAVEMENT, ROADWAY DRAINAGE, BIKE LANES, SIDEWALKS AND PATHWAYS.

2. ALL ACCESS EASEMENTS (A.E.) AND TEMPORARY ACCESS EASEMENTS (T.A.E.) AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

3. TRACTS "L1", "L2" AND "L3" AS LAKE, FOR THE PURPOSE OF DRAINAGE, IRRIGATION AND STORM WATER MANAGEMENT, SUBJECT TO HE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

4. ALL DRAINAGE EASEMENTS (D.E.) AND TEMPORARY DRAINAGE EASEMENTS (T.D.E.), AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

5. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AND TEMPORARY LAKE MAINTENANCE EASEMENTS (T.L.M.E.), AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

6. ALL IRRIGATION EASEMENTS (I.E.) AND TEMPORARY IRRIGATION EASEMENTS (T.I.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

7. ALL PRIVATE ACCESS EASEMENTS (P.A.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

8. NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR THE PURPOSE OF INSTALLATION AND CONSTRUCTION OF ALL FACILITIES AUTHORIZED TO BE PERFORMED BY THE DISTRICT.

C. DEDICATE TO COLLIER COUNTY WATER-SEWER DISTRICT:

1. ALL COUNTY UTILITY EASEMENTS (C.U.E.) FOR POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF AND INGRESS AND EGRESS RIGHTS, WHERE APPROPRIATE, ARE PROVIDED TO THE COLLIER COUNTY WATER-SEWER DISTRICT TO OPERATE AND MAINTAIN POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER UTILITY SYSTEMS OR PORTION(S) THEREOF WITHIN THE PLATTED AREA AFTER FINAL CONVEYANCE TO THE COLLIER COUNTY WATER-SEWER DISTRICT AND, WHERE APPLICABLE, TO INSTALL THE COLLIER COUNTY WATER-SEWER DISTRICT'S CONNECTING UTILITY FACILITIES WITHIN SUCH EASEMENT(S), WITH NO RESPONSIBILITY FOR MAINTENANCE OF THE SURFACE EASEMENT AREA.

2. APPLICABLE POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF CONSTRUCTED WITHIN THIS PLATTED AREA IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THE COLLIER COUNTY UTILITIES STANDARDS AND PROCEDURES ORDINANCE (2004-31), AS AMENDED, SHALL BE CONVEYED TO THE BOARD AS THE EX-OFFICIO GOVERNING BOARD OF THE WATER-SEWER DISTRICT UPON ACCEPTANCE OF THE ADDITIONS, EXTENSIONS AND/OR IMPROVEMENTS REQUIRED BY THE PLAT.

D. DEDICATE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES:

ALL PLATTED PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY AND THAT SUCH USES BE SUBJECT TO, AND NOT INCONSISTENT WITH, THE USE BY COLLIER COUNTY WATER-SEWER DISTRICT. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

E. DEDICATE TO COLLIER COUNTY:

1. ALL DRAINAGE EASEMENTS (D.E.) AND TEMPORARY DRAINAGE EASEMENTS (T.D.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL ACCESS EASEMENTS (A.E.), PRIVATE ACCESS EASEMENTS (P.A.E.) AND TEMPORARY ACCESS EASEMENTS (T.A.E.), AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

3. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

F. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE GREATER NAPLES FIRE RESCUE DISTRICT:

A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACT "R1A" AND A NON-EXCLUSIVE PRIVATE ACCESS EASEMENT (P.A.E) OVER AND ACROSS TRACT "R1" FOR THE SOLE PURPOSE OF PERMITTING EMERGENCY AND SERVICE VEHICLES THEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE THEREOF.

G. RESERVE TO BHEG SEVEN SHORES LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS OR ASSIGNS:

1. TRACT "FD3" FOR FUTURE DEVELOPMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
2. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.
3. ALL DRAINAGE EASEMENTS (D.E.) AND TEMPORARY DRAINAGE EASEMENTS (T.D.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.
4. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AND TEMPORARY LAKE MAINTENANCE EASEMENTS (T.L.M.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.
5. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, AND MAINTENANCE AND OPERATION, WITH NO RESPONSIBILITY FOR MAINTENANCE.
6. A RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND UNDER TRACT "R1", WITH NO RESPONSIBILITY FOR MAINTENANCE.
7. A RIGHT OF INGRESS AND EGRESS TO TRACT "R1A", WITH NO RESPONSIBILITY FOR MAINTENANCE.

H. RESERVE TO HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS OR ASSIGNS:

1. TRACTS "FD1" AND "FD2" FOR FUTURE DEVELOPMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
2. A RIGHT OF INGRESS AND EGRESS TO TRACT "R1A", WITH NO RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 3rd DAY OF MARCH, 2023, A.D.

WITNESSES:
Lori Fleming
SIGNATURE
Lori Fleming
PRINT NAME
Kelly Vosters
SIGNATURE
Kelly Vosters
PRINT NAME

BHEG SEVEN SHORES LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BY: Brian Jackson
BRIAN JACKSON

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 3rd DAY OF March, 2023, BY Brian Jackson duly authorized representative OF BHEG SEVEN SHORES LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
Jessica K. Linn
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

JESSICA K LINN
Notary Public-State of Florida
Commission #HH 211052
My Commission Expires
April 16, 2026

IN WITNESS WHEREOF, HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 6 DAY OF March, 2023.

WITNESSES:
SIGNATURE
Cathy Haire
PRINT NAME
SIGNATURE
W. Taylor Whitcomb
PRINT NAME

HACIENDA LAKES OF NAPLES, LLC
A FLORIDA LIMITED LIABILITY COMPANY
BY: David E. Torres
NAME
Manager
TITLE

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 6 DAY OF March, 2023, A.D., BY David E. Torres, AS Manager OF HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
Jessica K. Linn
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

(AFFIX SEAL)
JESSICA K LINN
Notary Public-State of Florida
Commission #HH 211052
My Commission Expires
April 16, 2026

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, A UNIT OF SPECIAL PURPOSE GOVERNMENT CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

ROBERT MULHERE
CHAIRMAN OF THE BOARD OF SUPERVISORS

WITNESS, G. Russell Weber
WITNESS, Stephanie Karol

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Lee

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 16th DAY OF March, 2023, BY ROBERT MULHERE, AS THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, A UNIT OF SPECIAL PURPOSE GOVERNMENT CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
Jessica K. Linn
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

JESSICA K LINN
Notary Public-State of Florida
Commission #HH 211052
My Commission Expires
April 16, 2026

CERTIFIED COPY

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS 20TH DAY OF MARCH, 2023, A.D.

JACK MCKENNA, P.E.
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS 20TH DAY OF MARCH, 2023, A.D.

MARCUS L. BERMAN, P.S.M. #5086
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 27TH DAY OF MARCH, 2023, A.D.

DEREK D. PERRY
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF COLLIER

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS 27TH DAY OF SEPTEMBER, 2022, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

ATTEST:
CRYSTAL K. KINZEL, CLERK
OF CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA

Proxy signature only

RICK LOCASTRO, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA.

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 4:28 (A.M. OR P.M.) THIS 30TH DAY OF March, 2023, A.D., AND DULY RECORDED IN PLAT BOOK 73, PAGE(S) 21 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CRYSTAL K. KINZEL, CLERK
OF THE CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES.
IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

RHODES & RHODES LAND SURVEYING, INC.

JOHN SCOTT RHODES, P.S.M. NO. 5739 — DATED 3/1/23

NOTES:

THIS PROJECT IS ZONED MPUD AND WAS DEVELOPED UTILIZING TRANSFER OF DEVELOPMENT RIGHTS (TDR'S).

THIS PROJECT LIES WITHIN THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, PER ORDINANCE 2022-21.

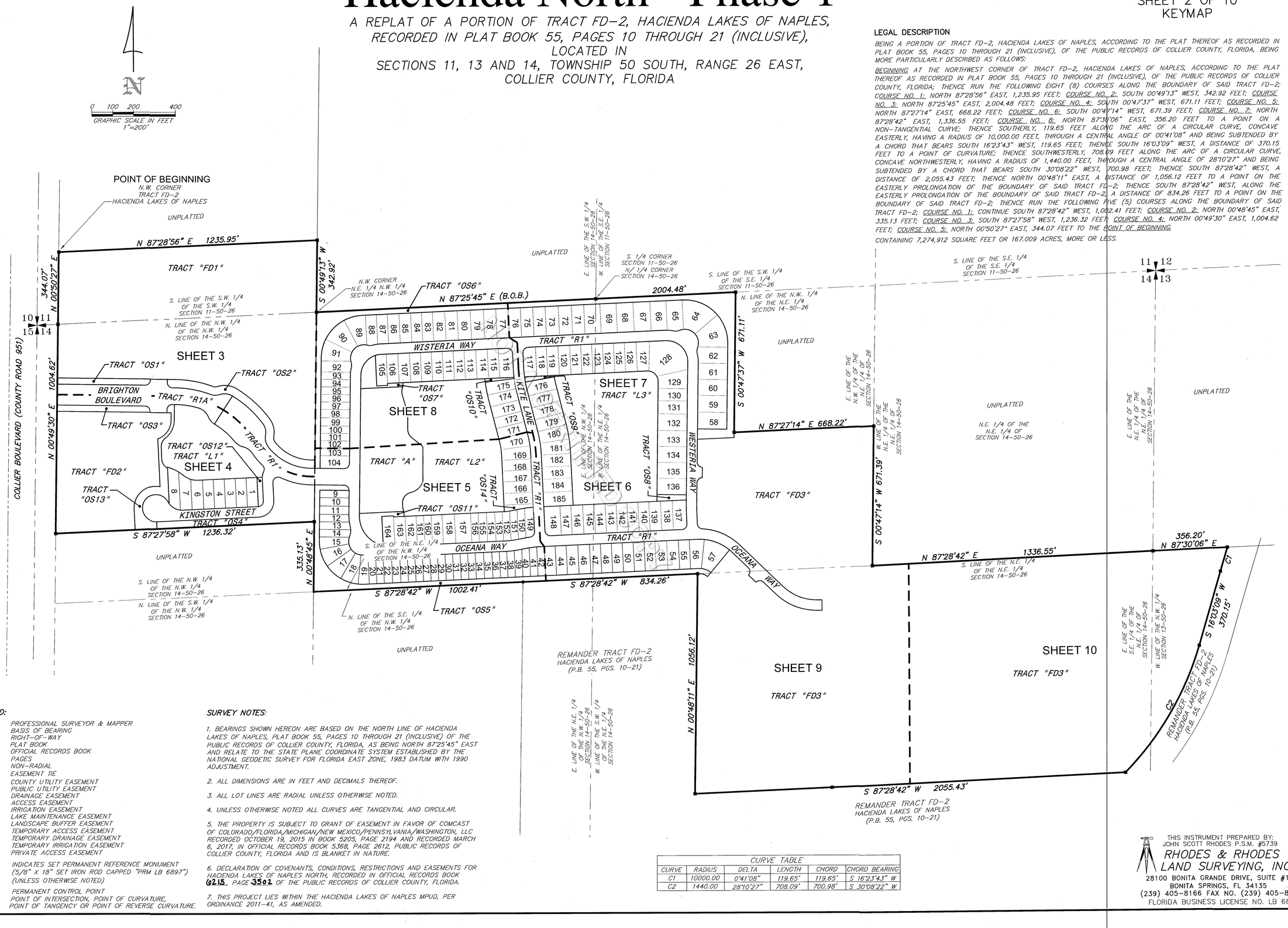
THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES, P.S.M. #5739
RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

PLAT BOOK 73 PAGE 22

SHEET 2 OF 10
KEYMAP

Hacienda North - Phase 1

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



LEGAL DESCRIPTION

BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2: COURSE NO. 1: NORTH 87°28'56" EAST, 1,235.95 FEET; COURSE NO. 2: SOUTH 00°49'13" WEST, 342.92 FEET; COURSE NO. 3: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 4: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 5: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 6: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 7: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE NO. 8: NORTH 87°30'06" EAST, 356.20 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 119.65 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10,000.00 FEET, THROUGH A CENTRAL ANGLE OF 00°41'08" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°23'43" WEST, 119.65 FEET; THENCE SOUTH 16°03'09" WEST, A DISTANCE OF 370.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 708.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,440.00 FEET, THROUGH A CENTRAL ANGLE OF 28°10'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°08'22" WEST, 700.98 FEET; THENCE SOUTH 87°28'42" WEST, A DISTANCE OF 2,055.43 FEET; THENCE NORTH 00°48'11" EAST, A DISTANCE OF 1,056.12 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE BOUNDARY OF SAID TRACT FD-2; THENCE SOUTH 87°28'42" WEST, ALONG THE EASTERLY PROLONGATION OF THE BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 834.26 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2: COURSE NO. 1: CONTINUE SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 2: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 3: SOUTH 87°27'58" WEST, 1,236.32 FEET; COURSE NO. 4: NORTH 00°49'30" EAST, 1,004.62 FEET; COURSE NO. 5: NORTH 00°50'27" EAST, 344.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,274,912 SQUARE FEET OR 167.009 ACRES, MORE OR LESS.

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
B.O.B.	BASIS OF BEARING
R.O.W.	RIGHT-OF-WAY
P.B.	PLAT BOOK
O.R.	OFFICIAL RECORDS BOOK
PGS.	PAGES
N.R.	NON-RADIAL
(E)	EASEMENT TIE
C.U.E.	COUNTY UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
I.E.	IRRIGATION EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
L.B.E.	LANDSCAPE BUFFER EASEMENT
T.A.E.	TEMPORARY ACCESS EASEMENT
T.D.E.	TEMPORARY DRAINAGE EASEMENT
T.I.E.	TEMPORARY IRRIGATION EASEMENT
P.A.E.	PRIVATE ACCESS EASEMENT
■	INDICATES SET PERMANENT REFERENCE MONUMENT (5/8" X 18" SET IRON ROD CAPPED "PRM LB 6897") (UNLESS OTHERWISE NOTED)
◉	PERMANENT CONTROL POINT
•	POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY OR POINT OF REVERSE CURVATURE.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF HACIENDA LAKES OF NAPLES, PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°25'45" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

3. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.

4. UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR.

5. THE PROPERTY IS SUBJECT TO GRANT OF EASEMENT IN FAVOR OF COMCAST OF COLORADO/FLORIDA/MICHIGAN/NEW MEXICO/PENNSYLVANIA/WASHINGTON, LLC RECORDED OCTOBER 19, 2015 IN BOOK 5205, PAGE 2194 AND RECORDED MARCH 6, 2017, IN OFFICIAL RECORDS BOOK 5368, PAGE 2612, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND IS BLANKET IN NATURE.

6. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HACIENDA LAKES OF NAPLES NORTH, RECORDED IN OFFICIAL RECORDS BOOK 6215, PAGE 3502 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

7. THIS PROJECT LIES WITHIN THE HACIENDA LAKES OF NAPLES MPUD, PER ORDINANCE 2011-41, AS AMENDED.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	10000.00	0°41'08"	119.65'	119.65'	S 16°23'43" W
C2	1440.00	28°10'27"	708.09'	700.98'	S 30°08'22" W

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

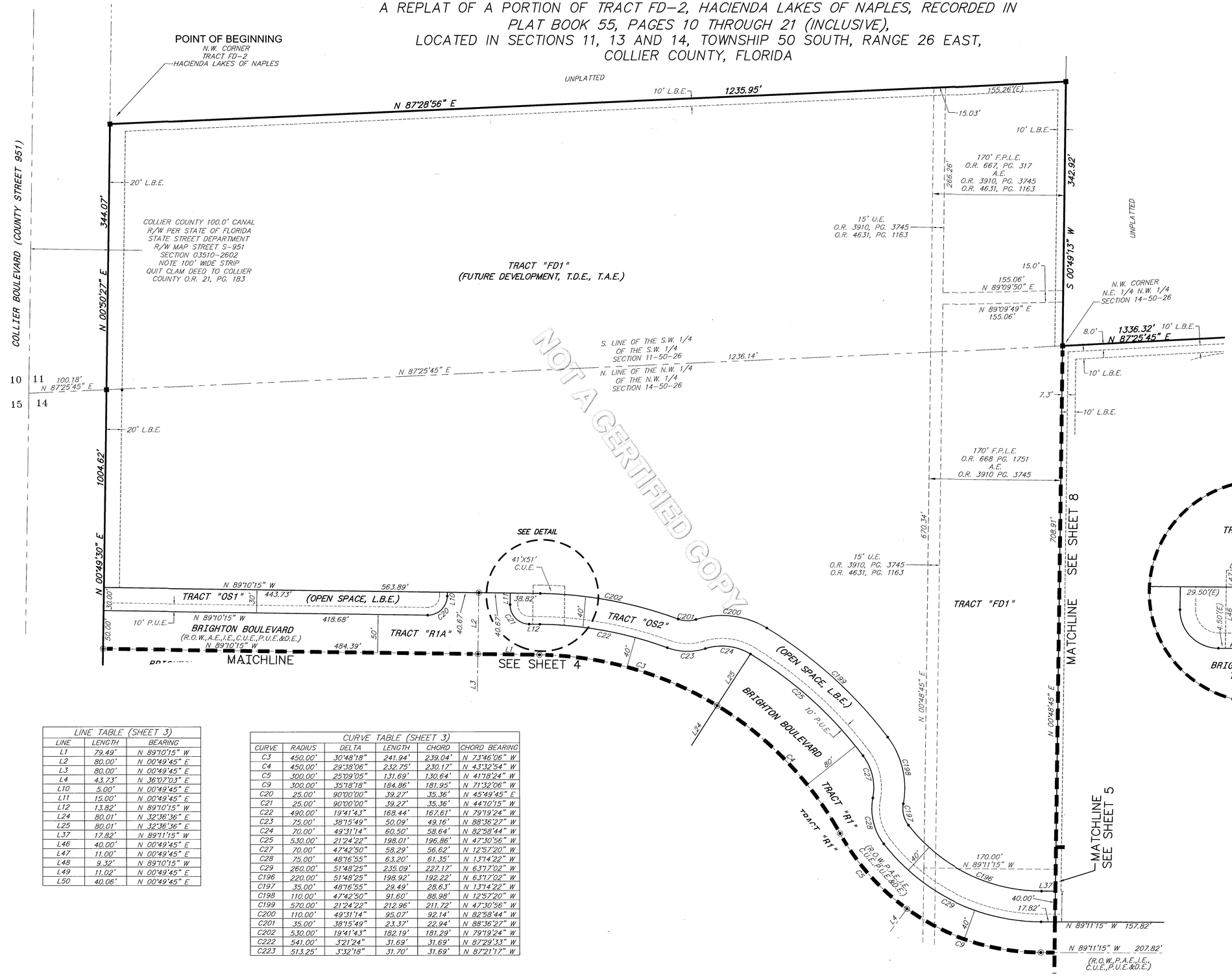
Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH PLAT\2021-10\Base.dwg, Key Map, 3/26/2023 9:27:49 AM, 1:1

Hacienda North - Phase 1

PLAT BOOK 73 PAGE 23

SHEET 3 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 3)		
LINE	LENGTH	BEARING
L1	79.49'	N 89°10'15" W
L2	80.00'	N 00°49'45" E
L3	80.00'	N 00°49'45" E
L4	43.73'	N 36°07'03" E
L10	5.00'	N 00°49'45" E
L11	15.00'	N 00°49'45" E
L12	13.82'	N 89°10'15" W
L24	80.01'	N 32°36'36" E
L25	80.01'	N 32°36'36" E
L37	17.82'	N 89°11'15" W
L46	40.00'	N 00°49'45" E
L47	11.00'	N 00°49'45" E
L48	9.32'	N 89°10'15" W
L49	11.02'	N 00°49'45" E
L50	40.06'	N 00°49'45" E

CURVE TABLE (SHEET 3)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	450.00'	30°48'18"	241.94'	239.04'	N 73°46'06" W
C4	450.00'	29°38'06"	232.75'	230.17'	N 43°32'54" W
C5	300.00'	25°09'05"	131.69'	130.64'	N 41°18'24" W
C9	300.00'	35°18'18"	184.86'	181.95'	N 71°32'06" W
C20	25.00'	90°00'00"	39.27'	35.36'	N 45°49'45" E
C21	25.00'	90°00'00"	39.27'	35.36'	N 44°10'15" W
C22	490.00'	19°41'43"	168.44'	167.61'	N 79°19'24" W
C23	75.00'	38°15'49"	50.09'	49.16'	N 88°36'27" W
C24	70.00'	49°31'14"	60.50'	58.64'	N 82°58'44" W
C25	530.00'	21°24'22"	198.01'	196.86'	N 47°30'56" W
C27	70.00'	47°42'50"	58.29'	56.62'	N 12°57'20" W
C28	75.00'	48°16'55"	63.20'	61.35'	N 13°14'22" W
C29	260.00'	51°48'25"	235.09'	227.17'	N 63°17'02" W
C196	220.00'	51°48'25"	198.92'	192.22'	N 63°17'02" W
C197	35.00'	48°16'55"	29.49'	28.63'	N 13°14'22" W
C198	110.00'	47°42'50"	91.60'	88.98'	N 12°57'20" W
C199	570.00'	21°24'22"	212.96'	211.72'	N 47°30'56" W
C200	110.00'	49°31'14"	95.07'	92.14'	N 82°58'44" W
C201	35.00'	38°15'49"	23.37'	22.94'	N 88°36'27" W
C202	530.00'	19°41'43"	182.19'	181.29'	N 79°19'24" W
C222	541.00'	3°21'24"	31.69'	31.69'	N 87°29'33" W
C223	513.25'	3°32'18"	31.70'	31.69'	N 87°21'17" W

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
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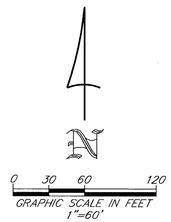
Hacienda North - Phase 1

PLAT BOOK 73 PAGE 24

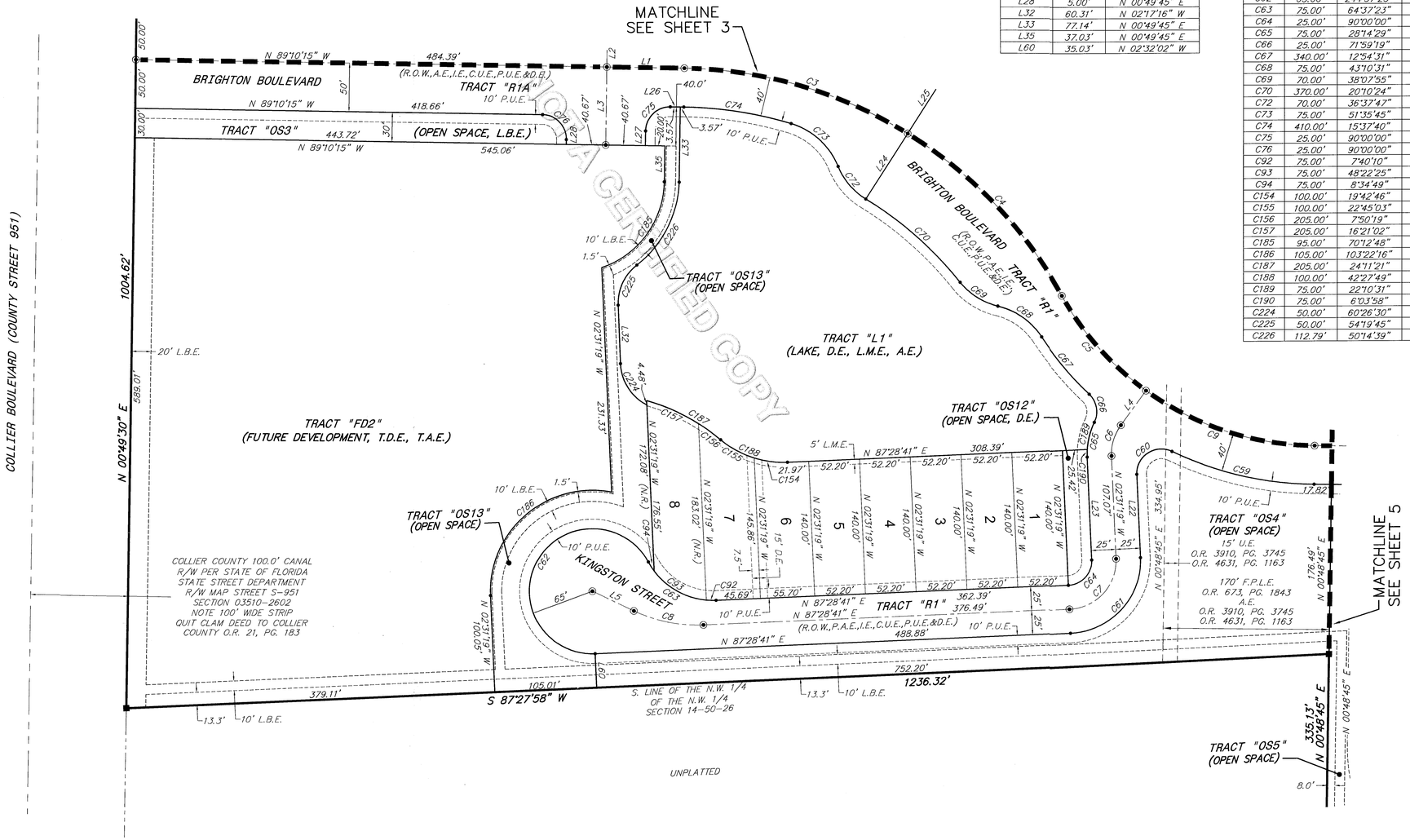
SHEET 4 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 4)		
LINE	LENGTH	BEARING
L1	79.49'	N 89°10'15" W
L2	80.00'	N 00°49'45" E
L3	80.00'	N 00°49'45" E
L4	43.73'	N 36°07'03" E
L5	47.25'	N 64°23'19" W
L22	86.79'	N 02°31'19" W
L23	107.07'	N 02°31'19" W
L24	80.01'	N 32°36'36" E
L25	80.01'	N 32°36'36" E
L26	13.82'	N 89°10'15" W
L27	15.00'	N 00°49'45" E
L28	5.00'	N 00°49'45" E
L32	60.31'	N 02°17'16" W
L33	77.14'	N 00°49'45" E
L35	37.03'	N 00°49'45" E
L60	35.03'	N 02°32'02" W

CURVE TABLE (SHEET 4)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	450.00'	30°48'18"	241.94'	239.04'	N 73°46'06" W
C4	450.00'	29°38'06"	232.75'	230.17'	N 43°32'54" W
C5	300.00'	25°09'05"	131.69'	130.64'	N 41°18'24" W
C6	50.00'	38°38'22"	33.72'	33.08'	N 16°47'52" E
C7	50.00'	90°00'00"	78.54'	70.71'	N 42°28'41" E
C8	150.00'	28°08'00"	73.65'	72.91'	N 78°27'19" W
C9	300.00'	35°18'18"	184.86'	181.95'	N 71°32'06" W
C25	530.00'	21°24'22"	198.01'	196.86'	N 47°30'56" W
C59	340.00'	25°25'08"	150.84'	149.60'	N 76°28'41" W
C60	25.00'	118°45'12"	51.82'	43.03'	N 56°51'17" E
C61	75.00'	90°00'00"	117.81'	106.07'	N 42°28'41" E
C62	65.00'	244°37'23"	277.52'	109.87'	N 29°47'23" E
C63	75.00'	64°37'23"	84.59'	80.18'	N 60°12'37" W
C64	25.00'	90°00'00"	39.27'	35.36'	N 42°28'41" E
C65	75.00'	28°14'29"	36.97'	36.59'	N 11°35'56" E
C66	25.00'	71°59'19"	31.41'	29.39'	N 10°16'29" W
C67	340.00'	12°54'31"	76.60'	76.44'	N 39°48'53" W
C68	75.00'	43°10'31"	56.52'	55.19'	N 54°56'53" W
C69	70.00'	38°07'55"	46.59'	45.73'	N 57°28'11" W
C70	370.00'	20°10'24"	130.27'	129.60'	N 48°29'25" W
C72	70.00'	36°37'42"	44.75'	43.99'	N 40°15'44" W
C73	75.00'	51°35'45"	67.54'	65.28'	N 47°44'43" W
C74	410.00'	15°37'40"	111.83'	111.48'	N 81°21'25" W
C75	25.00'	90°00'00"	39.27'	35.36'	N 45°49'45" E
C76	25.00'	90°00'00"	39.27'	35.36'	N 44°10'15" W
C92	75.00'	7°40'10"	10.04'	10.03'	N 88°41'14" W
C93	75.00'	48°22'25"	63.32'	61.46'	N 60°39'57" W
C94	75.00'	8°34'49"	11.23'	11.22'	N 32°11'20" W
C154	100.00'	19°42'46"	34.41'	34.24'	N 82°39'56" W
C155	100.00'	22°45'03"	39.71'	39.45'	N 61°26'01" W
C156	205.00'	7°50'19"	28.05'	28.02'	N 53°58'39" W
C157	205.00'	16°21'02"	58.50'	58.30'	N 66°04'19" W
C185	95.00'	70°12'48"	116.42'	109.27'	N 35°56'09" E
C186	105.00'	103°22'16"	189.44'	164.77'	N 49°09'49" E
C187	205.00'	24°11'21"	86.55'	85.91'	N 62°09'10" W
C188	100.00'	42°27'49"	74.11'	72.43'	N 71°17'24" W
C189	75.00'	22°10'31"	29.03'	28.85'	N 14°37'55" E
C190	75.00'	6°03'58"	7.94'	7.94'	N 00°30'40" E
C224	50.00'	60°26'30"	52.75'	50.33'	N 32°30'31" W
C225	50.00'	54°19'45"	47.41'	45.65'	N 24°52'36" E
C226	112.79'	50°14'39"	98.91'	95.77'	N 26°55'09" E



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THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
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FLORIDA BUSINESS LICENSE NO. LB 6897

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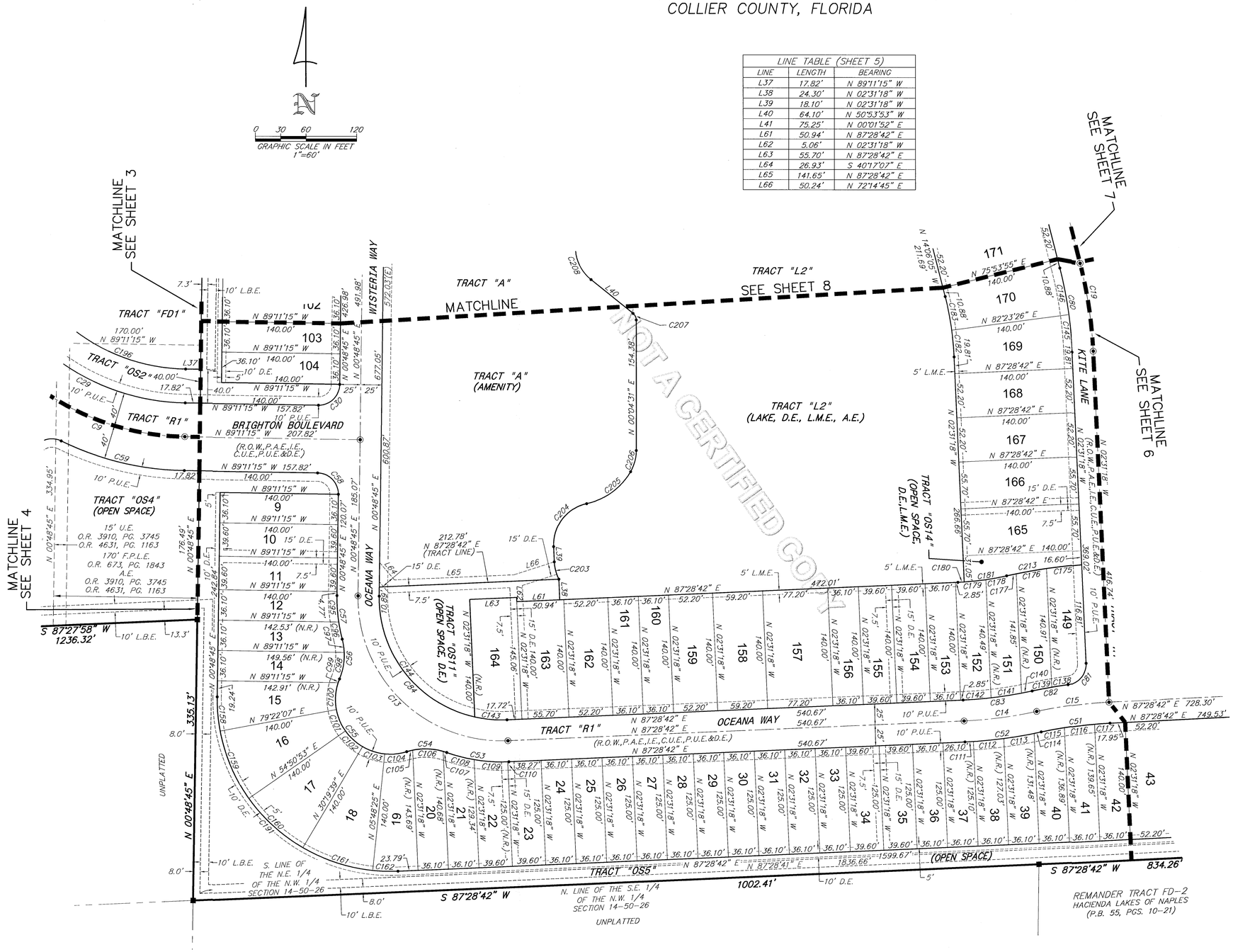
Hacienda North - Phase 1

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

PLAT BOOK 73 PAGE 25

SHEET 5 OF 10



LINE TABLE (SHEET 5)		
LINE	LENGTH	BEARING
L37	17.82'	N 89°11'15" W
L38	24.30'	N 02°31'18" W
L39	18.10'	N 02°31'18" W
L40	64.10'	N 50°53'53" W
L41	75.25'	N 00°01'52" E
L61	50.94'	N 87°28'42" E
L62	5.06'	N 02°31'18" W
L63	55.70'	N 87°28'42" E
L64	26.93'	S 40°17'07" E
L65	141.65'	N 87°28'42" E
L66	50.24'	N 72°14'45" E

CURVE TABLE (SHEET 5)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C9	300.00'	35°18'18"	184.86'	181.95'	N 71°32'06" W
C13	170.00'	93°20'03"	276.93'	247.31'	N 45°51'17" W
C14	500.00'	9°56'11"	86.71'	86.60'	N 82°30'36" E
C15	500.00'	9°56'11"	86.71'	86.60'	N 82°30'36" E
C19	525.00'	11°34'46"	106.10'	105.92'	N 08°18'41" W
C29	260.00'	51°48'25"	235.09'	227.17'	N 63°17'02" W
C30	25.00'	90°00'00"	39.27'	35.36'	N 45°48'45" E
C51	475.00'	9°56'11"	82.38'	82.27'	N 82°30'36" E
C52	525.00'	9°56'11"	91.05'	90.93'	N 82°30'36" E
C53	195.00'	21°59'45"	74.86'	74.40'	N 81°31'26" W
C54	75.00'	36°48'34"	48.18'	47.36'	N 88°55'50" W
C55	65.00'	129°34'22"	147.00'	117.61'	N 42°32'56" W
C56	75.00'	36°48'34"	48.18'	47.36'	N 03°49'58" E
C57	195.00'	15°23'03"	52.36'	52.20'	N 06°52'47" W
C58	25.00'	90°00'00"	39.27'	35.36'	N 44°11'15" W
C59	340.00'	25°25'08"	150.84'	149.60'	N 76°28'41" W
C80	500.00'	11°34'46"	101.05'	100.88'	N 08°18'41" W
C81	25.00'	84°47'03"	36.99'	33.71'	N 39°52'13" E
C82	525.00'	4°43'14"	43.25'	43.24'	N 79°54'08" E
C83	475.00'	9°56'11"	82.38'	82.27'	N 82°30'36" E
C84	145.00'	93°20'03"	236.20'	210.94'	N 45°51'17" W
C95	195.00'	9°14'47"	31.47'	31.44'	N 03°48'39" W
C96	195.00'	6°08'16"	20.89'	20.88'	N 11°30'11" W
C97	75.00'	12°10'39"	15.94'	15.91'	N 08°28'59" W
C98	75.00'	24°37'55"	32.24'	32.00'	N 09°55'18" E
C99	65.00'	4°12'42"	4.78'	4.78'	N 20°07'54" E
C100	65.00'	28°39'26"	32.51'	32.17'	N 03°41'50" E
C101	65.00'	24°31'14"	27.82'	27.61'	N 22°53'30" W
C102	65.00'	24°31'14"	27.82'	27.61'	N 47°24'44" W
C103	65.00'	24°31'14"	27.82'	27.61'	N 71°55'58" W
C104	65.00'	23°08'32"	26.25'	26.08'	N 84°14'09" E
C105	75.00'	5°36'05"	7.33'	7.33'	N 75°27'56" E
C106	75.00'	27°57'01"	36.59'	36.23'	N 87°45'31" W
C107	75.00'	3°15'28"	4.26'	4.26'	N 72°09'17" W
C108	195.00'	9°52'44"	33.62'	33.58'	N 75°27'55" W
C109	195.00'	11°43'32"	39.91'	39.84'	N 86°16'03" W
C110	195.00'	0°23'30"	1.33'	1.33'	N 87°40'27" E
C111	525.00'	1°05'30"	10.00'	10.00'	N 86°55'57" E
C112	525.00'	3°56'46"	36.16'	36.15'	N 84°24'49" E
C113	525.00'	3°58'13"	36.38'	36.37'	N 80°27'19" E
C114	525.00'	0°55'42"	8.51'	8.51'	N 78°00'22" E
C115	475.00'	3°22'41"	28.00'	28.00'	N 79°13'51" E
C116	475.00'	4°22'06"	36.21'	36.21'	N 83°06'14" E
C117	475.00'	2°11'25"	18.16'	18.16'	N 86°23'00" E
C138	525.00'	2°07'38"	19.49'	19.49'	N 81°11'56" E
C139	525.00'	2°35'36"	23.76'	23.76'	N 78°50'19" E
C140	475.00'	1°32'26"	12.77'	12.77'	N 78°18'44" E
C141	475.00'	4°22'52"	36.32'	36.31'	N 81°16'23" E
C142	475.00'	4°00'52"	33.28'	33.28'	N 85°28'16" E
C143	145.00'	15°11'04"	38.43'	38.32'	N 84°55'46" W
C144	145.00'	78°08'59"	197.78'	182.80'	N 38°15'45" W
C145	500.00'	5°05'16"	44.40'	44.38'	N 05°03'56" W
C146	500.00'	6°29'30"	56.65'	56.62'	N 10°51'19" W
C158	205.00'	11°26'38"	40.94'	40.88'	N 04°54'34" W
C159	205.00'	24°31'14"	87.73'	87.06'	N 22°53'30" W
C160	205.00'	24°31'14"	87.73'	87.06'	N 47°24'44" W
C161	205.00'	24°31'14"	87.73'	87.06'	N 71°55'58" W
C162	205.00'	8°19'43"	29.80'	29.77'	N 88°21'26" W
C175	665.00'	3°38'12"	42.21'	42.20'	N 83°30'20" E
C176	665.00'	3°08'12"	36.40'	36.40'	N 80°07'08" E
C177	665.00'	1°00'31"	11.71'	11.71'	N 78°02'47" E
C178	335.00'	4°14'22"	24.79'	24.78'	N 79°39'42" E
C179	335.00'	5°41'49"	33.31'	33.30'	N 84°37'47" E
C180	335.00'	1°17'32"	7.56'	7.56'	N 86°49'56" E
C181	335.00'	8°38'39"	50.54'	50.49'	N 81°51'50" E
C182	360.00'	5°05'16"	31.97'	31.96'	N 05°03'56" W
C183	360.00'	6°29'30"	40.79'	40.77'	N 10°51'19" W
C191	205.00'	93°20'03"	333.94'	298.23'	N 45°51'17" W
C196	220.00'	51°48'25"	198.92'	192.22'	N 63°17'02" W
C203	50.00'	24°27'18"	21.34'	21.18'	N 14°44'57" W
C204	50.00'	80°07'06"	69.92'	64.36'	N 37°32'15" E
C205	80.00'	47°28'06"	66.28'	64.40'	N 53°51'45" E
C206	50.00'	30°03'12"	26.23'	25.93'	N 15°06'06" E
C207	10.00'	50°58'23"	8.90'	8.61'	N 25°24'41" W
C208	50.00'	50°55'45"	44.44'	43.00'	N 25°26'00" W
C209	30.13'	16°12'43"	8.52'	8.50'	N 08°06'33" W
C213	665.00'	7°46'55"	90.32'	90.25'	N 81°25'58" E

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
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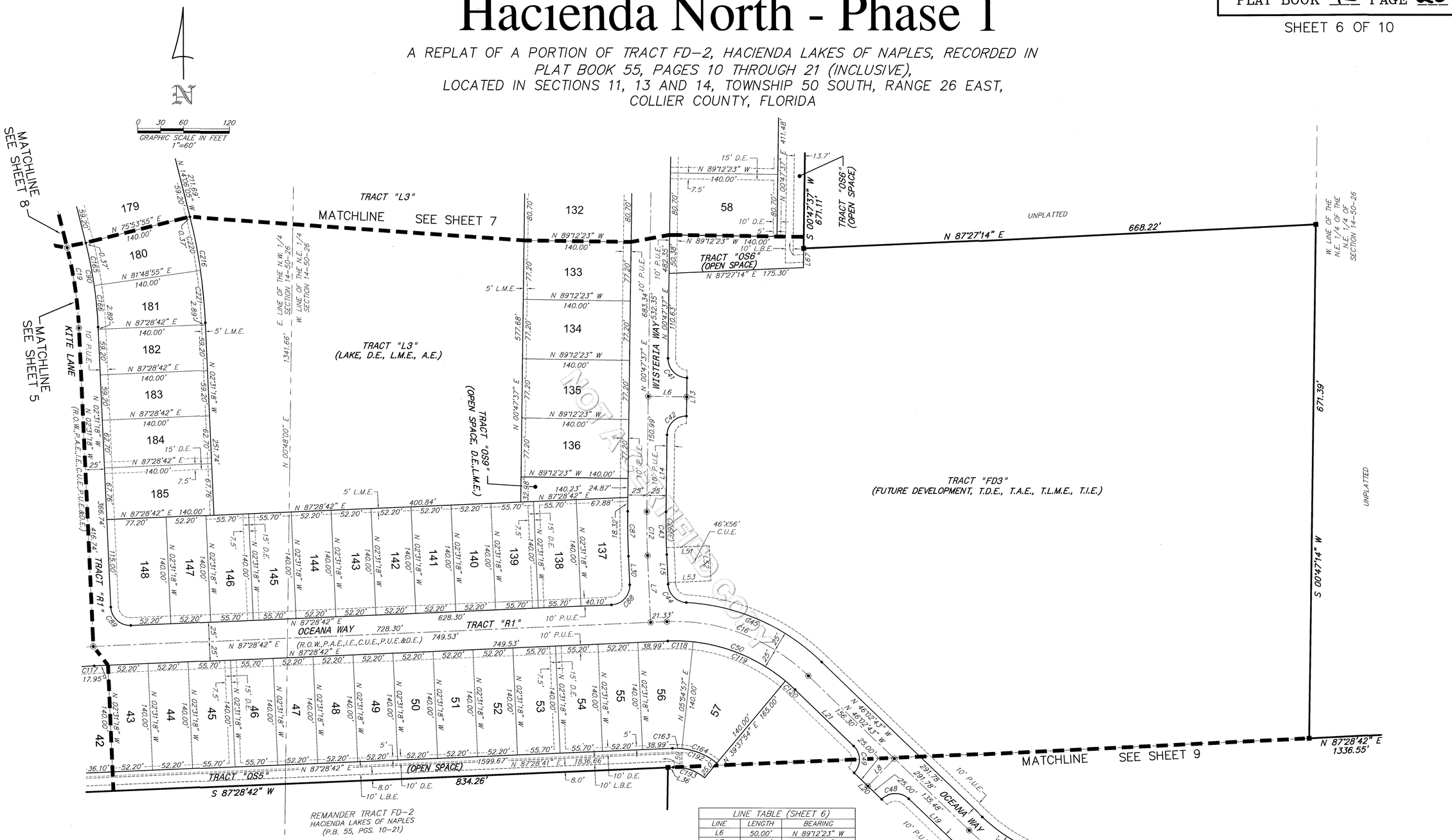
Hacienda North - Phase 1

PLAT BOOK 73 PAGE 26

SHEET 6 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



CURVE TABLE (SHEET 6)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C12	1000.00'	3°18'55"	57.86'	57.85'	N 00°51'51" W
C16	250.00'	46°28'35"	202.79'	197.28'	N 69°17'01" W
C17	250.00'	44°03'08"	192.21'	187.51'	N 68°04'17" W
C19	525.00'	11°34'46"	106.10'	105.92'	N 08°18'41" W
C26(E)	975.00'	2°46'32"	47.23'	47.23'	S 00°35'39" E
C41	25.00'	90°00'00"	39.27'	35.36'	N 44°12'23" W
C42	25.00'	90°00'00"	39.27'	35.36'	N 45°47'37" E
C43	975.00'	3°18'55"	56.42'	56.41'	N 00°51'51" W
C44	25.00'	84°29'49"	36.87'	33.62'	N 44°46'13" W
C45	275.00'	40°58'24"	196.66'	192.49'	N 66°31'55" W
C46	225.00'	44°03'08"	172.99'	168.76'	N 68°04'17" W
C47	275.00'	44°03'08"	211.44'	206.27'	N 68°04'17" W
C48	25.00'	90°00'00"	39.27'	35.36'	N 88°57'17" E
C49	25.00'	90°00'00"	39.27'	35.36'	N 01°02'43" W
C50	225.00'	46°28'35"	182.51'	177.55'	N 69°17'01" W
C87	1025.00'	3°18'55"	59.31'	59.30'	N 00°51'51" W

CURVE TABLE (SHEET 6)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C88	25.00'	90°00'00"	39.27'	35.36'	N 42°28'42" E
C89	25.00'	90°00'00"	39.27'	35.36'	N 47°31'18" W
C90	550.00'	11°34'46"	111.16'	110.97'	N 08°18'41" W
C117	475.00'	2°11'25"	18.16'	18.16'	N 86°23'00" E
C118	225.00'	8°26'15"	33.13'	33.10'	N 88°18'11" W
C119	225.00'	33°42'57"	132.40'	130.50'	N 67°13'35" W
C120	225.00'	41°9'23"	16.98'	16.97'	N 48°12'25" W
C163	85.00'	8°26'15"	12.52'	12.51'	N 88°18'11" W
C164	85.00'	33°42'57"	50.02'	49.30'	N 67°13'35" W
C165	550.00'	5°54'59"	56.79'	56.77'	N 11°08'35" W
C166	550.00'	5°39'47"	54.36'	54.34'	N 05°21'12" W
C192	85.00'	42°09'12"	62.54'	61.13'	N 71°26'42" W
C193	60.00'	42°09'12"	44.14'	43.15'	N 71°26'42" W
C216	690.00'	11°34'46"	139.45'	139.21'	N 08°18'41" W
C220	690.00'	5°54'59"	71.25'	71.22'	N 11°08'35" W
C221	690.00'	5°39'47"	68.20'	68.17'	N 05°21'12" W

LINE TABLE (SHEET 6)		
LINE	LENGTH	BEARING
L6	50.00'	N 89°12'23" W
L7	87.43'	N 02°31'18" W
L8	50.00'	N 43°57'17" E
L9	26.82'	N 89°54'08" E
L13	50.00'	N 00°47'37" E
L14	100.99'	N 00°47'37" E
L15	38.82'	N 02°31'18" W
L16	26.82'	N 89°54'08" E
L17	50.00'	N 00°05'52" W
L18	26.82'	N 89°54'08" E
L19	85.48'	N 46°02'43" W
L20	50.00'	N 46°02'43" W
L21	106.30'	N 46°02'43" W
L30	37.43'	N 02°31'18" W
L36	6.80'	N 87°28'42" E
L51	56.00'	S 87°28'42" W
L52	46.00'	S 02°26'04" E
L53	56.00'	S 87°28'42" W
L59	8.03'	N 00°48'11" E
L67	25.04'	N 00°47'37" E

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

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Hacienda North - Phase 1

PLAT BOOK 73 PAGE 27

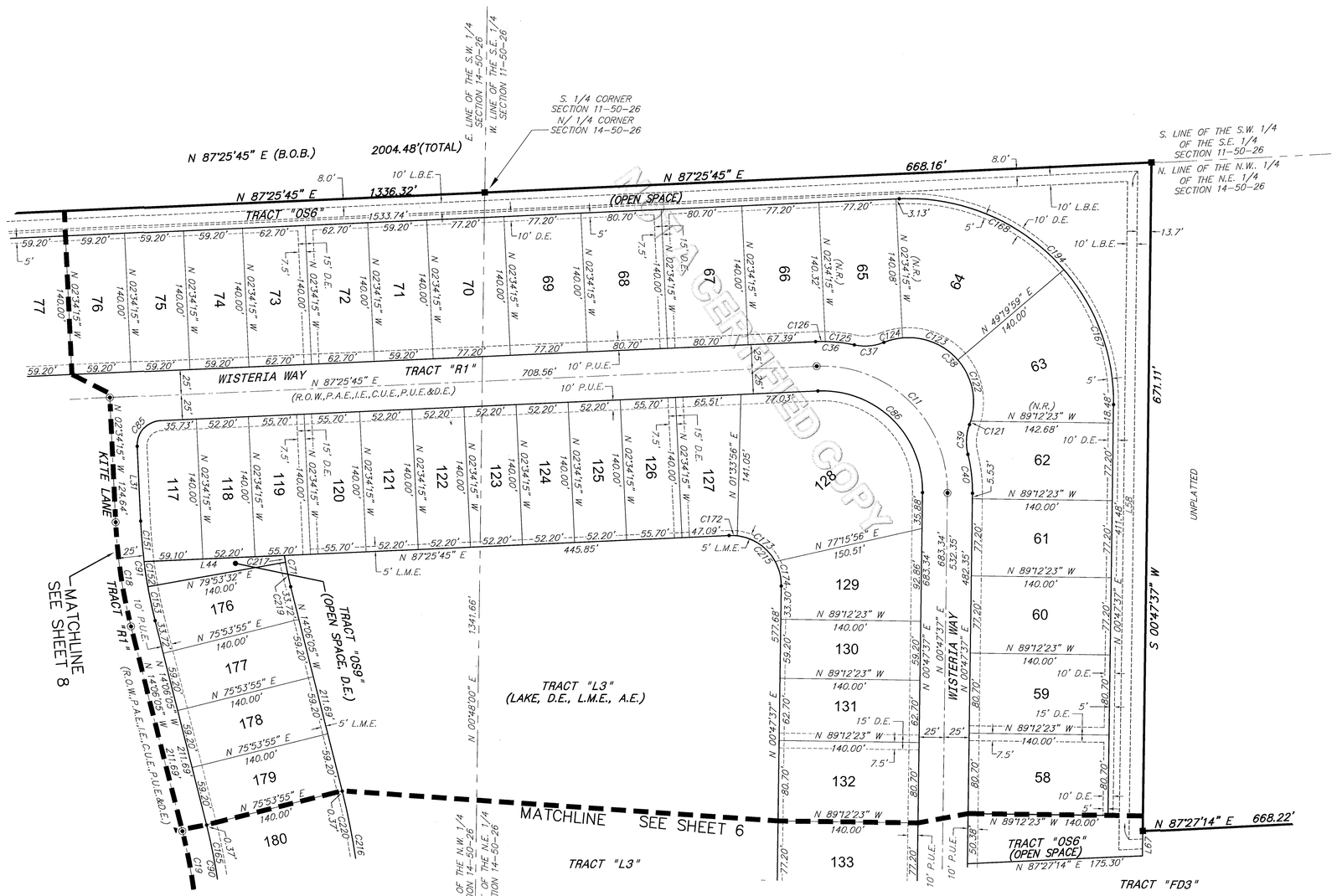
SHEET 7 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

N

0 30 60 120

GRAPHIC SCALE IN FEET
1"=60'



LINE TABLE (SHEET 7)		
LINE	LENGTH	BEARING
L31	74.64'	N 02°34'15" W
L44	140.64'	N 87°25'45" E
L58	671.11'	N 00°47'37" E
L67	25.04'	S 00°47'37" W

CURVE TABLE (SHEET 7)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C11	125.00'	93°21'51"	203.69'	181.89'	N 45°53'19" W
C18	525.00'	11°31'50"	105.65'	105.48'	N 08°20'10" W
C19	525.00'	11°34'46"	106.10'	105.92'	N 08°18'41" W
C36	150.00'	14°53'40"	38.99'	38.88'	N 85°07'24" W
C37	50.00'	34°34'42"	30.18'	29.72'	N 85°02'05" E
C38	65.00'	132°43'55"	150.58'	119.10'	N 45°53'19" W
C39	50.00'	34°34'42"	30.18'	29.72'	N 03°11'17" E
C40	150.00'	14°53'40"	38.99'	38.88'	N 06°39'13" W
C71	360.00'	5°05'38"	32.01'	31.99'	N 11°33'16" W
C85	25.00'	90°00'00"	39.27'	35.36'	N 42°25'45" E
C86	100.00'	93°21'51"	162.95'	145.51'	N 45°53'19" W
C90	550.00'	11°34'46"	111.16'	110.97'	N 08°18'41" W
C91	500.00'	11°31'50"	100.62'	100.45'	N 08°20'10" W
C121	65.00'	3°10'05"	3.59'	3.59'	N 18°53'36" E
C122	65.00'	57°58'35"	65.77'	63.00'	N 11°40'44" W
C123	65.00'	54°40'01"	62.02'	59.69'	N 68°00'02" W
C124	65.00'	16°55'14"	19.20'	19.13'	N 76°12'21" E
C125	150.00'	11°08'41"	29.18'	29.13'	N 83°14'55" W
C126	150.00'	3°44'59"	9.82'	9.82'	N 89°18'15" E
C151	500.00'	4°37'47"	40.40'	40.39'	N 04°53'08" W
C152	500.00'	2°54'26"	25.37'	25.37'	N 08°39'15" W
C153	500.00'	3°59'36"	34.85'	34.84'	N 12°06'16" W
C165	550.00'	5°54'59"	56.79'	56.77'	N 11°08'35" W
C166	550.00'	5°39'47"	54.36'	54.34'	N 05°21'12" W
C167	205.00'	41°27'38"	148.34'	145.13'	N 19°56'12" W
C168	205.00'	51°54'13"	185.71'	179.42'	N 66°37'08" W
C172	50.00'	9°29'36"	8.28'	8.28'	N 87°49'27" W
C173	50.00'	54°43'11"	47.75'	45.96'	N 55°43'03" W
C174	50.00'	29°09'05"	25.44'	25.17'	N 13°46'55" W
C194	205.00'	93°21'51"	334.05'	298.30'	N 45°53'19" W
C215	50.00'	93°21'51"	81.48'	72.76'	N 45°53'19" W
C216	690.00'	11°34'46"	139.45'	139.21'	N 08°18'41" W
C217	360.00'	1°06'01"	6.91'	6.91'	N 09°33'28" W
C219	360.00'	3°59'36"	25.09'	25.09'	N 12°06'16" W
C220	690.00'	5°54'59"	71.25'	71.22'	N 11°08'35" W

SCANNED COPY

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

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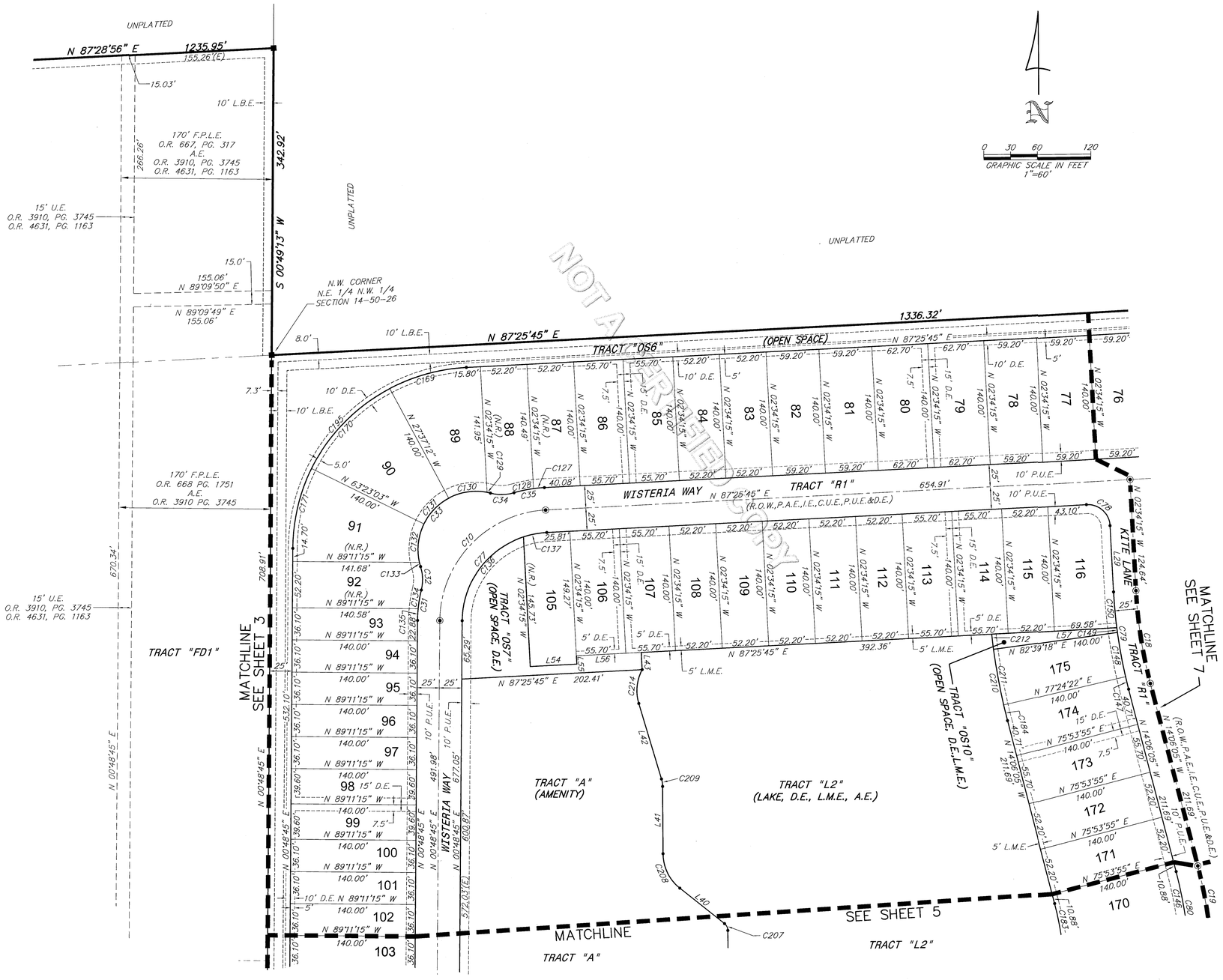
Hacienda North - Phase 1

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA


UNPLATTED
N 87°28'56" E
1235.95'
155.26'(C)
15.03'
10' L.B.E.
170' F.P.L.E.
O.R. 667, PG. 317
A.E.
O.R. 3910, PG. 3745
O.R. 4631, PG. 1163
266.26'
342.92'
S 00°49'13" W
15' U.E.
O.R. 3910, PG. 3745
O.R. 4631, PG. 1163
15.0'
155.06'
N 89°09'50" E
N 89°09'49" E
155.06'
N.W. CORNER
N.E. 1/4 N.W. 1/4
SECTION 14-50-26
8.0'
10' L.B.E.
N 87°25'45" E
1336.32'
TRACT "OS6"
(OPEN SPACE)
N 87°25'45" E
7.3'
10' D.E.
10' L.B.E.
C169
C170
C171
15.80
52.20'
55.70'
52.20'
59.20'
62.70'
59.20'
59.20'
59.20'
7.5'
5'
15' D.E.
10' D.E.
140.00'
N 02°34'15" W
89
88
87
86
85
84
83
82
81
80
79
78
77
76
N 27°37'12" W
140.00'
141.95'
140.49'
N 02°34'15" W (N.R.)
C129
C127
C128
40.08'
C34
C35
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C131
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C134
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C136
C137
5.0'
N 63°23'03" W
140.00'
90
91
(N.R.)
N 89°11'15" W
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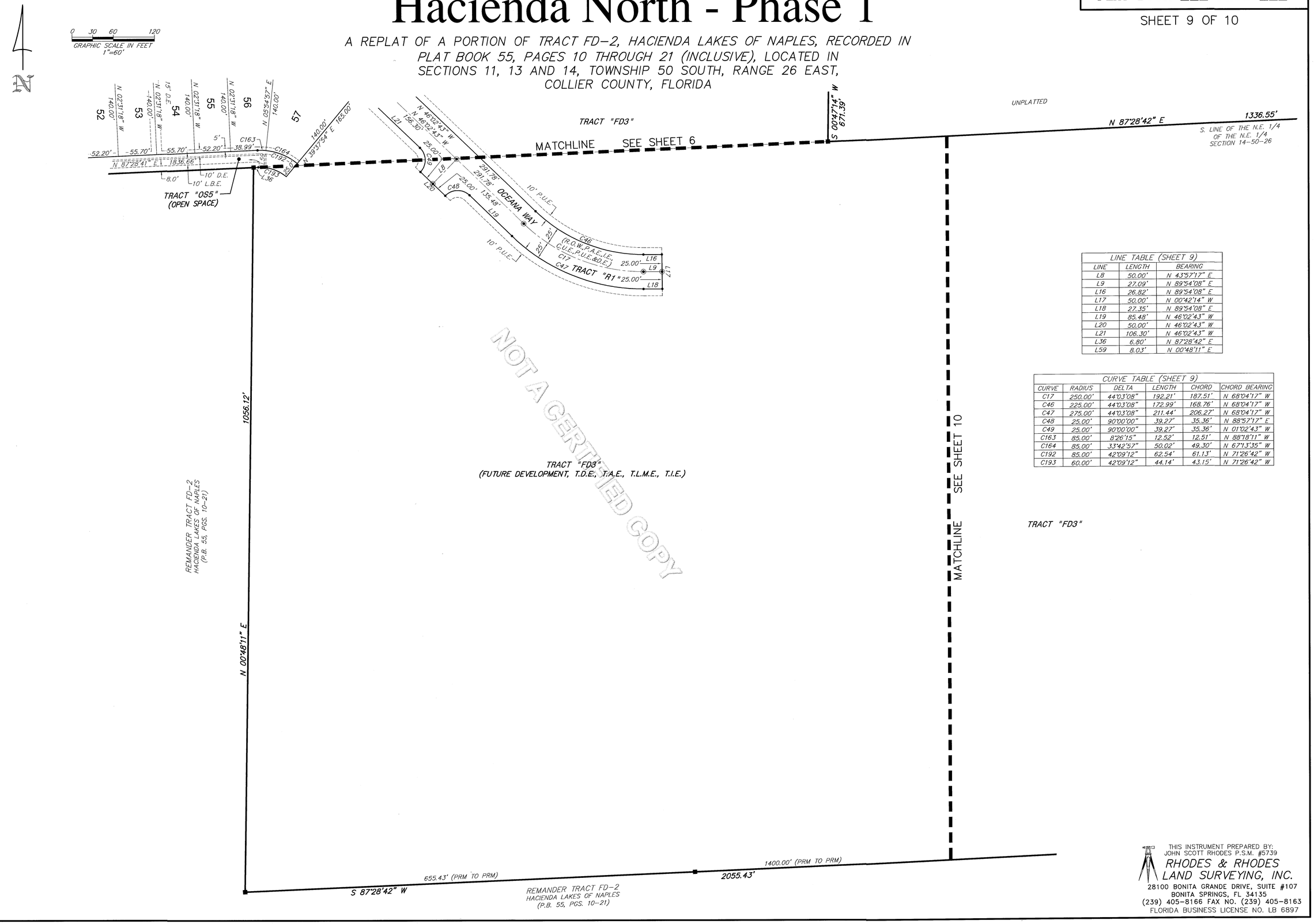
140.00'
100
N 89°11'15" W
140.00'
101
N 89°11'15" W
140.00'
102
N 89°11'15" W
140.00'
103
14.70'
39.60'
36.10'
36.10'
36.10

Hacienda North - Phase 1

PLAT BOOK 73 PAGE 29

SHEET 9 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 9)		
LINE	LENGTH	BEARING
L8	50.00'	N 43°57'17" E
L9	27.09'	N 89°54'08" E
L16	26.82'	N 89°54'08" E
L17	50.00'	N 00°42'14" W
L18	27.35'	N 89°54'08" E
L19	85.48'	N 46°02'43" W
L20	50.00'	N 46°02'43" W
L21	106.30'	N 46°02'43" W
L36	6.80'	N 87°28'42" E
L59	8.03'	N 00°48'11" E

CURVE TABLE (SHEET 9)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C17	250.00'	44°03'08"	192.21'	187.51'	N 68°04'17" W
C46	225.00'	44°03'08"	172.99'	168.76'	N 68°04'17" W
C47	275.00'	44°03'08"	211.44'	206.27'	N 68°04'17" W
C48	25.00'	90°00'00"	39.27'	35.36'	N 88°57'17" E
C49	25.00'	90°00'00"	39.27'	35.36'	N 01°02'43" W
C163	85.00'	8°26'15"	12.52'	12.51'	N 88°18'11" W
C164	85.00'	33°42'57"	50.02'	49.30'	N 67°13'35" W
C192	85.00'	42°09'12"	62.54'	61.13'	N 71°26'42" W
C193	60.00'	42°09'12"	44.14'	43.15'	N 71°26'42" W

NOT A CERTIFIED COPY

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

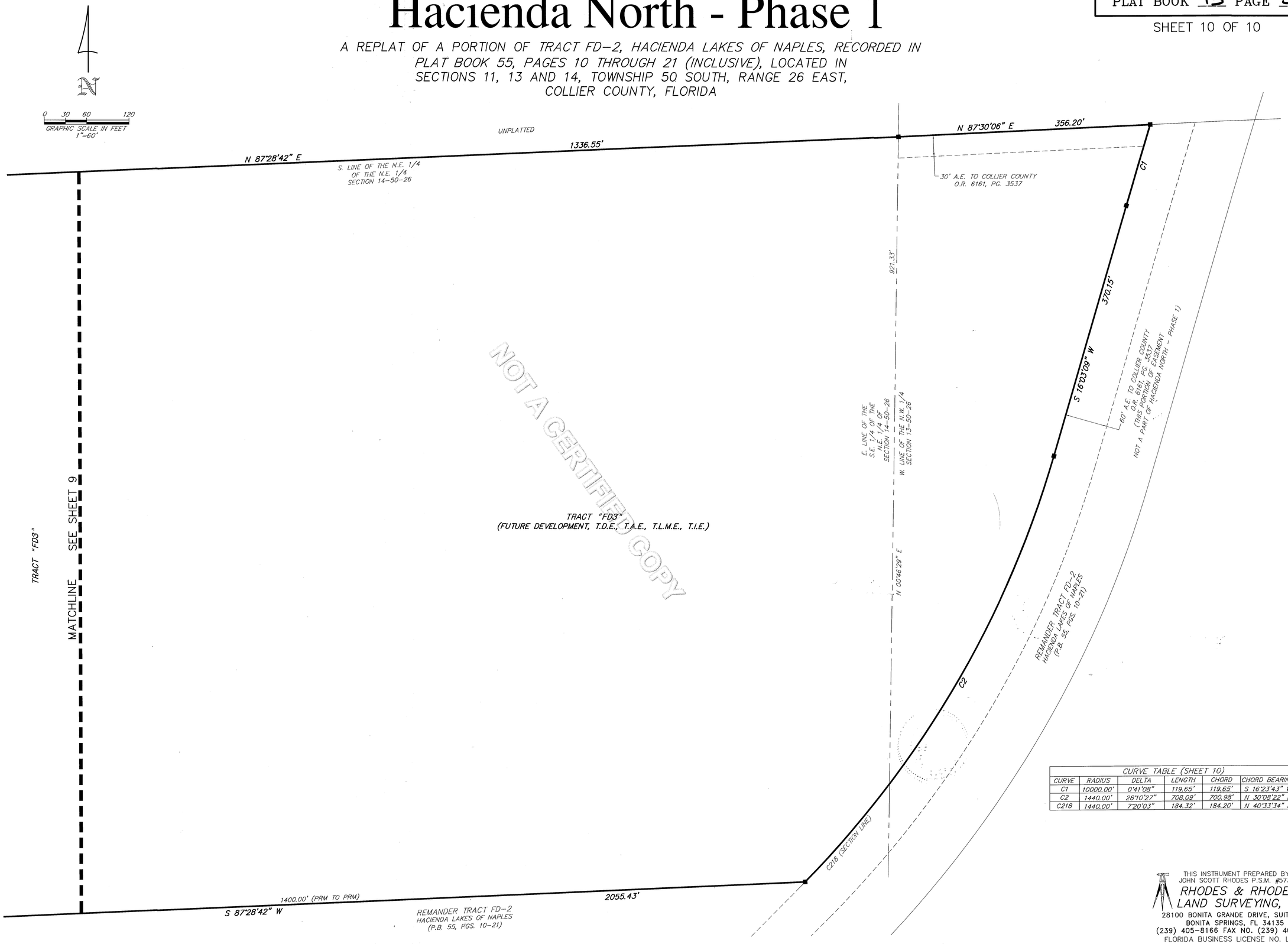
Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH PLAT\2021-10\15\21-3.dwg, Sheet 9, 1/28/2022 9:47:16 AM, 1:1

Hacienda North - Phase 1

PLAT BOOK 73 PAGE 30

SHEET 10 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



NOT A CERTIFIED COPY

CURVE TABLE (SHEET 10)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	10000.00'	0°41'08"	119.65'	119.65'	S 16°23'43" W
C2	1440.00'	28°10'27"	708.09'	700.98'	N 30°08'22" E
C218	1440.00'	7°20'03"	184.32'	184.20'	N 40°33'34" E

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
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Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH PLAT\2021-4015p r1.dwg, Sheet 10, 2/28/2023 9:47:30 AM, 1:1

Executive Summary

Recommendation to approve an Easement Use Agreement to allow a screened lanai to encroach 1.7 feet into a County Lake Maintenance, Drainage, and Access Easement located at 1249 Diamond Lake Circle.

OBJECTIVE: To approve an Easement Use Agreement (EUA) between the County and the current property owners of 1249 Diamond Lake Circle, also described as Lot 21, Block 6, Silver Lakes Phase Two-E, in order to allow a screened Lanai to encroach approximately 1.7 feet into an 8-foot-wide Lake Maintenance, Drainage, and Access Easement, more specifically shown on Exhibit "A."

CONSIDERATIONS: The property is located at 1249 Diamond Lake Circle. There is an existing screened lanai on the subject property that encroaches 1.7 feet into an 8-foot-wide Lake Maintenance, Drainage, and Access Easement located along the rear boundary of the property. The 8-foot-wide Lake Maintenance, Drainage, and Access Easement use is for the sole purpose of maintaining the lake. The current owners purchased the property in 1999 and added the screened lanai in 2009. They are currently attempting to close out outstanding permits and found that the lanai is encroaching into the Lake Maintenance, Drainage, and Access Easement. According to the plat of Lot 21, Block 6, Silver Lakes Phase Two-E (Plat Book 31, Pages 45-47), the subject easement is dedicated to the Silver Lakes Property Owners Association, with responsibility for maintenance, and to Collier County with no responsibility for maintenance.

Development Review and the Collier County Road, Bridge, and Stormwater Maintenance Division have reviewed the Agreement and Exhibits and recommend approval of the Easement Use Agreement.

FISCAL IMPACT: There is no fiscal impact. The property owners will be responsible for the recording fees of this Agreement.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality and requires a majority vote for Board approval. -DDP

RECOMMENDATIONS: To approve an Easement Use Agreement to allow a screened lanai to encroach 1.7 feet into a County Lake Maintenance, Drainage, and Access Easement located at 1249 Diamond Lake Circle and authorize the Chairman to execute the Agreement and direct the Clerk to record the Easement Use Agreement into the Public Records of Collier County, Florida.

PREPARED BY: Marcus L. Berman, County Land Surveyor, Development Review Division

ATTACHMENTS:

1. EUA Easement Use Agreement 120524
2. Property Ownership Disclosure Form
3. Application
4. LONO Road Maintenance
5. LONO Silver Lakes POA
6. Plat of Silver Lakes Phase Two-E

Prepared by:
Derek D. Perry, Esq.
County Attorney's Office
3299 Tamiami Trail E, Suite 800
Naples, FL 34112

EASEMENT USE AGREEMENT

This EASEMENT USE AGREEMENT ("Agreement") is made as of this 10th day of October 2024, by and between **ROGER A. WEEKS AND PEGGY L. WEEKS, AS TRUSTEES OF THE ROGER A. WEEKS & PEGGY L. WEEKS LIVING TRUST** ("Owner"), whose post office address is 1249 Diamond Lake Circle, Naples, FL 34114, **SILVER LAKES PROPERTY OWNERS ASSOCIATION OF COLLIER COUNTY, INC.** ("Association"), whose mailing address is c/o KW PROPERTY MANAGEMENT & CONSULTING, 8200 NW 33rd Street, 300, Miami, FL 33122, and **Collier County** ("County"), whose address is c/o County Attorney's Office, 3299 Tamiami Trail E, Suite 800, Naples, FL 34112, hereinafter collectively referred to as the "Parties."

RECITALS:

WHEREAS, Roger A. Weeks and Peggy L. Weeks, as Trustees of the Roger A. Weeks & Peggy L. Weeks Living Trust are the current fee owners of that certain parcel of real property known as Lot 21, Block 6, Silver Lakes Phase 2-E, according to the plat thereof as recorded in Plat Book 31, Pages 45 through 47 of the Public Records of Collier County, Florida, located at 1249 Diamond Lake Circle, Naples, FL 34114, more specifically shown on Exhibit "A" ("Subject Property"); and

WHEREAS, as set forth in Plat Book 31, Pages 45 through 47, the County is record owner of certain non-exclusive Lake Maintenance, Drainage, and Access Easement rights, a portion of which encumbers the Subject Property ("Easement Area"); and

WHEREAS, the Easement Area is managed and maintained by the Association; and

WHEREAS, Owner purchased the Subject Property in 1999 and seeks to construct, repair, and/or maintain an aluminum porch (depicted as a screened lanai) built around 2008 that encroaches up to 1.7 feet into the 8-foot-wide Lake Maintenance, Drainage, and Access Easement along the south side of the Subject Property ("Encroachments"), as shown on Exhibit "A"; and

WHEREAS, the County has no present objection to the continued use of the Encroachments within the Easement Area, provided that the Owner and Association agree to the terms and conditions set forth below; and

WHEREAS, the parties to this Agreement have reached certain understandings with regard to the Encroachments and now desire to set forth their understanding in writing for recordation.

NOW THEREFORE, for and in consideration of the Recitals above, the sum on TEN DOLLARS ($10.00), and for other good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. The County and the Association hereby expressly consent to the Encroachments into the Easement Area depicted on Exhibit "A".

2. Owner shall provide the County and the Association whatever access they require to continue their non-exclusive drainage easement rights.

3. The County agrees that until otherwise notified, the Owner may continue the use of the Encroachments within the Easement Area, to the extent shown on Exhibit "A". The County retains the right, however, in its sole discretion, to demand by written request that the Encroachments be removed from the Easement Area, which Owners will do at its sole cost and expense within a reasonable time from receipt of such request.

4. Owner agrees for themselves and successors and assigns that they shall release, indemnify and hold the County harmless for and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the Owner, its respective contractors, agents, employees or invitees at any time while the Encroachments remain within the Easement Area. Further, Owner for themself, successors and assigns agree to release and hold the County harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the County, including but not limited to, damage which may occur to the Encroachments during the normal operation, maintenance, repair and/or replacement, as applicable, of the Easement Area and/or the improvements and/or the infrastructure, which may now or in the future be located within the Easement Area.

5. This Easement Use Agreement shall be recorded in the Public Records of Collier County, Florida, at Owners' sole cost and expense. This Agreement is intended to bind the Parties, together with their respective successors, assigns and heirs.

6. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Use Agreement to be executed as of the day, month, and year as first above written.

Signed, Sealed and Delivered in the presence of:

WITNESSES (as to both):

Kaylee E Abin
Witness #1 Signature

Kaylee E Abin
Witness #1 Printed Name

1070 Everglades Blvd S Naples FL 34117
Witness #1 Post Address

Ana Espinosa
Witness #2 Signature

Ana Espinosa
Witness #2 Printed Name

4973 23rd Ave SW Naples FL 34116
Witness #2 Post Address

AS TO OWNER:

Roger A. Weeks and Peggy L. Weeks, as Trustees of the Roger A. Weeks & Peggy L. Weeks Living Trust

Roger A Weeks
Roger A. Weeks, Individually and as Trustee

Peggy L Weeks
Peggy L. Weeks, Individually and as Trustee

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Easement Use Agreement was acknowledged before me by means of physical presence this 11th day of October 2024, by Roger A. Weeks and Peggy L. Weeks, as Trustees of the Roger A. Weeks & Peggy L. Weeks Living Trust, who ☒ are personally known to me or ☐ has produced _____ as identification.

CHRISTOPHER ONEIL BOUCHARD
Notary Public - State of Florida
Commission # HH 515467
My Comm. Expires Apr 14, 2028
Bonded through National Notary Assn.

Christopher Oneil Bouchard
Notary Public/State of Florida

Christopher Oneil Bouchard
Printed Name of Notary Public

WITNESSES:

Kaylee E Abin
Witness #1 Signature

Kaylee E Abin
Witness #1 Printed Name

1070Everglades Blvd S Naples FL 34117
Witness #1 Post Address

Ana Espinosa
Witness #2 Signature

Ana Espinosa
Witness #2 Printed Name

4973 23rd Ave SW Naples FL 34116
Witness #2 Post Address

AS TO ASSOCIATION:

SILVER LAKES PROPERTY OWNERS ASSOCIATION OF COLLIER COUNTY, INC.

By: S. Terzopolos
Stan Terzopolos, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Easement Use Agreement was acknowledged before me by means of physical presence this 10th day of October 2024, by Stan Terzopolos as President of the SILVER LAKES PROPERTY OWNERS ASSOCIATION OF COLLIER COUNTY, INC., who ☒ is personally known to me or ☐ has produced _____ as identification.

CHRISTOPHER ONEIL BOUCHARD
Notary Public - State of Florida
Commission # HH 515467
My Comm. Expires Apr 14, 2028
Bonded through National Notary Assn.

Christopher Oneil Bouchard
Notary Public/State of Florida

Christopher Oneil Bouchard
Printed Name of Notary Public

[COUNTY Signature Page to Follow]

AS TO COUNTY:

ATTEST:
Crystal K. Kinzel, Clerk of the
Circuit Court & Comptroller

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

DDP
12/5/24

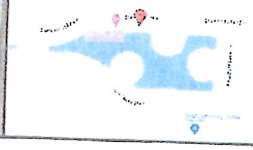
CAO

Exhibit "A"

EXACTA
Land Surveyors, LLC

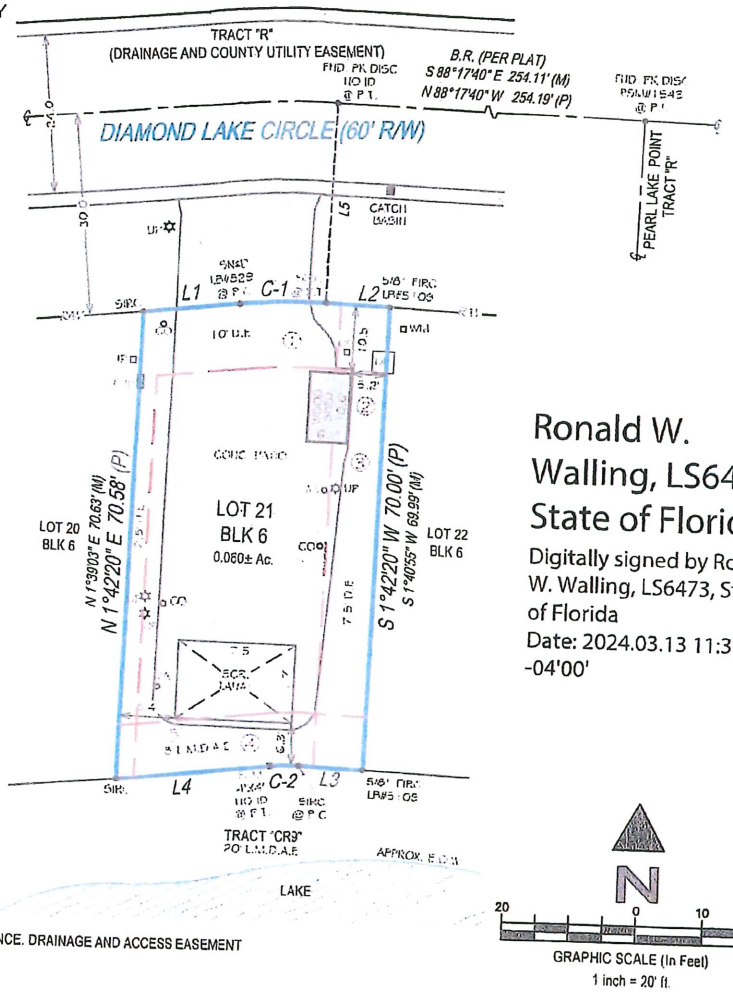
www.exactaland.com | office: 866.735.1916 | fax: 866.744.2882





PROPERTY ADDRESS: 1249 DIAMOND LAKE CIRCLE, NAPLES FLORIDA 34114 **SURVEY NUMBER:** 2402.4304

2402.4304
BOUNDARY SURVEY
COLLIER COUNTY



C-1
R= 100.00'(P&M)
L= 12.82'(P) 12.87'(M)
Δ= 7°20'41"(P) 7°22'27"(M)
N 88°02'00" E 12.81' (P)
N 87°56'27" E 12.86'(M)

C-2
R= 30.00'(P&M)
L= 3.85'(P) 4.31'(M)
Δ= 7°20'41"(P) 8°13'58"(M)
S 88°02'00" W 3.84' (P)
S 87°17'05" W 4.31'(M)

LINE TABLE.
L1 N 84°21'39" E 14.74 (P)
N 84°23'07" E 14.68' (M)
L2 S 88°17'40" E 9.60' (P)
S 87°39'22' E 9.55' (M)
L3 N 88°17'40" W 9.60' (P)
N 87°50'35" W 9.58' (M)
L4 S 84°21'39" W 23.76' (P)
S 84°18'02" W 23.22' (M)
L5 S 1°42'20" W 30.00' (P)
S 1°41'54" W 29.99' (M)

SURVEYOR'S NOTE:
D.E. - DRAINAGE EASEMENT
U.E. - UTILITY EASEMENT
L.M.D.A.E. - LAKE MAINTENANCE. DRAINAGE AND ACCESS EASEMENT

Ronald W. Walling, LS6473, State of Florida
Digitally signed by Ronald W. Walling, LS6473, State of Florida
Date: 2024.03.13 11:37:55 -04'00'

N
20 0 10 20
GRAPHIC SCALE (In Feet)
1 inch = 20' ft.

SURVEYORS CERTIFICATION:

I hereby certify that this Survey of the lands described hereon was made under my direct supervision, and to the best of my knowledge and belief is a true and accurate representation of said lands and meets the Standards of Practice set forth in Chapter 5J-15.050 through 5J -15.053, Florida Administrative Code, pursuant to section 472.027, Florida Statutes. This survey is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper, except when the electronic signature and seal of a Florida licensed surveyor and mapper is affixed hereto.

RONALD W. WALLING
License Number LS 6473
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

RONALD W. WALLING
State of Florida Professional Surveyor and Mapper
License Number 6473
Exacta Land Surveyors, LLC | LB# 8291

POINTS OF INTEREST:
1. CONCRETE PATIO OVER 10' UTILITY EASEMENT 2. WOOD SHED OVER 7.5' DRAINAGE EASEMENT 3. CONCRETE PATIO OVER 7.5' DRAINAGE EASEMENT 4. SCR. LANAI OVER 8' LAKE MAINTENANCE, DRAINAGE AND ACCESS EASEMENT 5. CONCRETE PATIO OVER 8' LAKE MAINTENANCE, DRAINAGE AND ACCESS EASEMENT

EXACTA
Exacta Land Surveyors, LLC

Exacta Land Surveyors, LLC
LB# 8291
o: 866.735.1916 | f: 866.744.2882
111 West Broadway Street, Suite 1001, Oviedo FL 32765

Florida Land Title Association
FLTA
AFFILIATE MEMBERS

DATE SIGNED: 03/13/24
FIELD WORK DATE: 3/11/2024
REVISION DATE(S): (REV.0 3/13/2024)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

CAO

PROPERTY ADDRESS: 1249 DIAMOND LAKE CIRCLE, NAPLES, FLORIDA 34114 **SURVEY NUMBER:** 2402.4304

JOB SPECIFIC SURVEYOR NOTES:

THE BEARING REFERENCE OF NORTH 88 DEGREES 17 MINUTES 40 SECONDS WEST IS BASED ON THE CENTERLINE OF DIAMOND LAKE CIRCLE, LOCATED WITHIN SILVER LAKES PHASE 2-E, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 45 THRU 47 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

LEGAL DESCRIPTION:

LOT 21, BLOCK 6, SILVER LAKES PHASE 2-E, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGES 45 THRU 47 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

GENERAL SURVEYOR NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless the Title Commitment Number is referenced on this survey, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
5. Alterations to this survey map and report by other than the signing surveyor are prohibited.
6. Dimensions are in feet and decimals thereof.
7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
8. Unless otherwise noted "SIRC" indicates a Set Iron Rebar with a Cap stamped LB#8291, a minimum half inch in diameter and eighteen inches long.
9. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signature files are kept in the office of the performing surveyor.
10. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
11. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
12. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
13. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
14. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
15. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.

SURVEYOR'S LEGEND

LINETYPES
- Boundary Line
- Center Line
- Chain Link or Wire Fence
- Easement
- Edge of Water
- Iron Fence
- OHL — Overhead Lines
- Structure
- Survey Tie Line
- Vinyl Fence
- Wall or Party Wall
- Wood Fence

SURFACE TYPES
- Asphalt
- Brick or Tile
- Concrete
- Covered Area
- Water
- Wood

SYMBOLS
- Benchmark
- Center Line
- Central Angle or Delta
- Common Ownership
- Control Point
- Catch Basin
- Elevation
- Fire Hydrant
- Found or Set Monument
- Guywire or Anchor
- Manhole
- Tree
- Utility or Light Pole
- Well

ABBREVIATIONS

(C) - Calculated
(D) - Deed
(F) - Field
(M) - Measured
(P) - Plat
(R) - Record
(S) - Survey
A/C - Air Conditioning
AE - Access Easement
ANE - Anchor Easement
ASBL - Accessory Setback Line
B/W - Bay/Box Window
BC - Block Corner
BFP - Backflow Preventer
BLDG - Building
BLK - Block
BM - Benchmark
BR - Bearing Reference
BRL - Building Restriction Line
BSMT - Basement
C - Curve
C/L - Center Line
C/P - Covered Porch
C/S - Concrete Slab
CATV - Cable TV Riser
CB - Concrete Block
CH - Chord Bearing
CHIM - Chimney
CLF - Chain Link Fence
CME - Canal Maintenance Easement
CO - Clean Out
CONC - Concrete
COR - Corner
CS/W - Concrete Sidewalk
CUE - Control Utility Easement
CVG - Concrete Valley Gutter
D/W - Driveway
DE - Drainage Easement
DF - Drain Field
DH - Drill Hole
DUE - Drainage & Utility Easement
ELEV - Elevation
EM - Electric Meter
ENCL - Enclosure
ENT - Entrance
EOP - Edge of Pavement
EOW - Edge of Water
ESMT - Easement
EUB - Electric Utility Box
F/DH - Found Drill Hole
FCM - Found Concrete Monument
FF - Finished Floor
FIP - Found Iron Pipe
FIPC - Found Iron Pipe & Cap
FIR - Found Iron Rod
FIRC - Found Iron Rod & Cap
FN - Found Nail
FN&D - Found Nail & Disc
FRRSPK - Found Rail Road Spike
GAR - Garage
GM - Gas Meter
ID - Identification
IE/EE - Ingress/Egress Easement
ILL - Illegible
INST - Instrument
INT - Intersection
IRRE - Irrigation Easement
L - Length
LAE - Limited Access Easement
LB# - License No. (Business)
LBE - Limited Buffer Easement
LE - Landscape Easement
LME - Lake/Landscape Maintenance Easement
LS# - License No. (Surveyor)
MB - Map Book
ME - Maintenance Easement
MES - Mitered End Section
MF - Metal Fence
MH - Manhole
MHWL - Mean High Water Line
NR - Non-Radial
NTS - Not to Scale
NAVD88 - North American Vertical Datum 1988
NGVD29 - National Geodetic Vertical Datum 1929
OG - On Ground
ORB - Official Records Book
ORV - Official Record Volume
O/A - Overall
O/S - Offset
OFF - Outside Subject Property
OH - Overhang
OHL - Overhead Utility Lines
OHWL - Ordinary High Water Line
ON - Inside Subject Property
P/E - Pool Equipment
PB - Plat Book
PC - Point of Curvature
PCC - Point of Compound Curvature
PCP - Permanent Control Point
PI - Point of Intersection
PLS - Professional Land Surveyor
PLT - Planter
POB - Point of Beginning
POC - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
PUE - Public Utility Easement
R - Radius or Radial
R/W - Right of Way
RES - Residential
RGE - Range
ROE - Roof Overhang Easement
RP - Radius Point
S/W - Sidewalk
SBL - Setback Line
SCL - Survey Closure Line
SCR - Screen
SEC - Section
SEP - Septic Tank
SEW - Sewer
SIRC - Set Iron Rod & Cap
SMWE - Storm Water Management Easement
SN&D - Set Nail and Disc
SQFT - Square Feet
STL - Survey Tie Line
STY - Story
SV - Sewer Valve
SWE - Sidewalk Easement
TBM - Temporary Bench Mark
TEL - Telephone Facilities
TOB - Top of Bank
TUE - Technological Utility Easement
TWP - Township
TX - Transformer
TYP - Typical
UE - Utility Easement
UG - Underground
UP - Utility Pole
UR - Utility Riser
VF - Vinyl Fence
W/C - Witness Corner
W/F - Water Filter
WF - Wood Fence
WM - Water Meter/Valve Box
WV - Water valve

CERTIFIED TO:

DENA ARAVANTINOS, FIRST AMERICAN TITLE; FIRST AMERICAN TITLE INSURANCE COMPANY

FLOOD ZONE INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE AE (WITH A BASE FLOOD ELEVATION OF 8). THIS PROPERTY WAS FOUND IN COLLIER COUNTY UNINCORPORATED AREAS, COMMUNITY NUMBER 120067, PANEL NUMBER 0612 DATED 08/18/2014

DATE SIGNED: 03/13/24

BUYER: DENA ARAVANTINOS

LENDER:

TITLE COMPANY: FIRST AMERICAN TITLE

COMMITMENT DATE: NOT REVIEWED **CLIENT FILE NO:** 2795415

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY

PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

EXACTA
Exacta Land Surveyors, LLC

Exacta Land Surveyors, LLC
LB# 8291
o: 866.735.1916 | f: 866.744.2882
131 West Broadway Street, Suite 1001 Oviedo, FL 32765

CAO

Collier County

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address			% of Ownership
Roger A Weeks Trust	9 Narrows Court Salem SC	29676-4019	50%
Peggy L Weeks Trust	9 Narrows Court Salem SC	29676-4019	50%

Collier County

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

N/A

Name and Address	% of Ownership

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

N/A

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

N/A

Name and Address

g. Date subject property acquired _____

☐ **Leased: Term of lease** _____ **years /months**

If, Petitioner has option to buy, indicate the following:

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Roger A Weeks
Owner Signature

Peggy L Weeks
~~Agent~~/Owner Signature — 6/1/2024 Date

Roger A Weeks
~~Agent/~~Owner Name (please print)

Peggy L Weeks
Owner Name Print — 6/1/2024 Date

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

APPLICATION FOR EASEMENT USE AGREEMENT

APPLICANT CONTACT INFORMATION

Name of Owner: Roger A Weeks TR and Peggy L Weeks TR
Name of Applicant if different than owner: _____
Address: 1249 Diamond Lake Circle **City:** Naples **State:** Florida **ZIP:** 34114
Telephone: 864-710-0795 **Cell:** 864-710-0795 **Fax:** _____
E-Mail Address: rpweeks39@gmail.com

Name of Agent: _____
Firm: _____
Address: _____ **City:** _____ **State:** _____ **ZIP:** _____
Telephone: _____ **Cell:** _____ **Fax:** _____
E-Mail Address: _____

PROPERTY INFORMATION

Address of Subject Property: 1249 Diamond Lake Cir Naples FL 34114 **Parcel ID #** 73625030880
Legal Description: _____ **Lot** 21 **Block** 6 **Tract** ~~SILVER LAKES~~ PHASE TWO-E
Section/Township/Range: 10 / 51 / 26 **Current Zoning:** _____

Note: SILVER LAKES PHASE TWO-E BLOCK 6 LOT 21

1) **If applicant is a land trust, indicate the name of beneficiaries.**
2) **If applicant is a corporation other than a public corporation, indicate the name of the officers and major stockholders.**
3) **If applicant is a partnership, limited partnership or other business entity, indicate the name of the principals.**
4) **List all other owners.**

ELECTRONIC SUBMITTAL REQUIREMENT CHECKLIST

This completed checklist is to be submitted with the application packet. **Incomplete submittals will not be accepted.**

REQUIREMENTS FOR REVIEW:	ELECTRONIC DOCUMENT	REQUIRED	NOT REQUIRED
Completed Application (download current form from the County website)	1	☒	☐
Addressing Checklist signed by Addressing Department	1	☒	☐
Complete application and all submittal documents in PDF format	1	☒	☐
Fee Simple Deed	1	☒	☐
Statement explaining the reason for the Easement Use Agreement	1	☒	☐
Property Ownership Disclosure Form (See Attached)	1	☒	☐

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

ELECTRONIC SUBMITTAL REQUIREMENT CHECKLIST CON'T

REQUIREMENTS FOR REVIEW:	ELECTRONIC DOCUMENT	REQUIRED	NOT REQUIRED
Boundary Survey, signed with raised seal, showing existing conditions and encroachment on 8 ½ in. X 11 in. paper and labeled (in bold: **"Exhibit A"**)	1	☒	☐
Copy of the recorded subdivision plat	1	☒	☐
Affidavit of Authorization, signed and sealed, if the applicant isn't the owner	1	☒	☐
A copy of document that granted, conveyed or dedicated the easement to the County or public	1	☒	☐
Upon approval of application, signed with raised seal, two copies of Exhibit "A" will need to be submitted for Board approval and recording.	1	☒	☐
Letters of No Objection from each of the following, as applicable:			
Electric Company / Florida Power and Light Naples Service Center 1220 5th Ave North Naples, FL 34102 **Phone:** 239-262-1322	1	☐	☐
Century Link/Lumen ATTN: Kenneth Stinnett **Email:** Kenneth.stinnett@lumen.com ATTN: Sherlene Clevenger **Email:** Sherlene.clevenger@lumen.com 3530 Kraft Road, Naples, FL 34105 **Phone:** 239-920-5935	1	☐	☐
Collier County Sherriff's Office / Legal Department ATTN: Michael Hedberg 3319 E Tamiami Trail, Naples, FL 34112 **Phone:** 239-252-0660	1	☐	☐
Greater Naples Fire and Life Safety ATTN: Shawn Hanson, Deputy Chief 2700 N Horseshoe Drive, Naples, FL 34104 **Phone:** 239-774-2800	1	☐	☐
North Collier Fire Control and Rescue District ATTN: Fire Prevention Bureau and Support Services 6495 Taylor Road, Naples, FL 34109 **Phone:** 239-597-9227	1	☐	☐
Comcast / Xfinity ATTN: Xavier Medina **Email:** Xavier_Medina@comcast.com 12600 Westlinks Drive, Ste 4 Fort Myers, FL 33913 **Phone:** Must email	1	☐	☐
Capital Projects Planning, Impact Fees & Program Management Division ATTN: Richard Miller, Project Manager, Principal (Licensed) 2685 South Horseshoe Drive, Suite 103 Naples, FL 34104 **Email:** Richard.Miller@colliercountyfl.gov	1	☐	☐
Homeowners Association	1	☐	☐

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

APPLICATION FOR EASEMENT USE AGREEMENT CON'T

FEES

- **Application Fee:** $2,000.00
- **Recording Fee: You will be contacted of exact amount prior to BCC meeting.**

LINKS

Online Payment Guide can be located: Here

Completed application may be submitted online GMD Public Portal

If unfamiliar to applying on portal or have questions, please look over our E-Permitting Guide

Roger A Weeks
Applicant/Agent Signature

June 12, 2024
Date

Peggy L Weeks
Applicant 2 / Owner 2

June 12, 2024
Date

Collier County

ATTN: Roger Weeks
1249 Diamond Lake Cir
Naples, FL 34114

October 8, 2024

RE: PL20240007471 Letter of No Objection
Parcel # 73625030880

Dear Roger Weeks,

We have reviewed your request for a Letter of No Objection. Your property appears at the address 1249 Diamond Lake Cir Naples, Florida 34114. Lot 21 block 6 Silver lakes Phase 2-E, recorded in plat book 31 pages 45 thru 47 of the public records of Collier County, Florida. There is a lanai, woodshed, and concrete patio encroachment approximately 8 1/2 in x 11 in into the Collier County 7.5' and 8' Drainage Easements.

The Collier County Road, Bridge and Stormwater Maintenance Division (RBSM) has reviewed your request for a Letter of No Objection as per PL20240007471 and has no objection for the encroachment onto the Collier County 7.5' and 8' Drainage Easements on the following conditions:

- The County has operational and maintenance responsibilities of the area and facilities contained therein. Should the County require entry to any of the easement area (inclusive of the neighboring properties) obstructing encroachments must be removed. Notice, unless in case of emergency, will be given to the owner(s) to remove the encroachment. Removal cost whether by the owner or the County, shall be borne by the owner(s). The County will be held harmless for damage to any encroaching property. The County also retains the right to request removal of the encroachment at any time for which the owner will also be responsible for all costs incurred to remove the encroachment.

X

Marshal Miller
Division Director

6-5-2024

Letter of Explanation

To whomever this concerns:

The reason for this letter is to explain to whomever it concerns that we are attempting to close all outstanding permits related to our lot at 1249 Diamond Lake circle Naples FL 34114. In order to accomplish this feat, we have had to have a new survey (Enclosed as well as submitted into your system), pay $1000.00, file for an EUA, file for a LONO through the county as well as a LONO from Silver Lakes R/V and Golf Resort and now submit the application along with a $2000.00 check. Hopefully this satisfies everyone concerned with closing this permit.

Roger A Weeks and Peggy L Weeks

1249 Diamond Lake Circle Naples FL 34114

PID- 73625030880

Roger A Weeks

June 5, 2024

Peggy L Weeks

June 5, 2024

1001 Silver Lakes Blvd
Naples, FL 34114
Phone: (239) 417-3446
Fax: (239) 775-4165

Chris Bouchard
Premiere Plus Realty

Chris

This correspondence should serve as acknowledgement that Silver Lakes POA has been notified of a south rear yard setback encroachment at 1249 Diamond Lakes Circle.

It is our understanding this issue occurred at the development/construction stage of this property years ago and was only recently discovered.

Please be advised Silver Lakes POA has NO objections to the improvement within the easement.

On Behalf of:
Silver Lakes POA

Tim Hayes
General Manager
Silver Lakes POA

May 21, 2024

PLAT BOOK 31, PAGE 45

SHEET 1 OF 3

SILVER LAKES, PHASE TWO-E

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS. THAT CONQUEST DEVELOPMENT U.S.A, L.C., A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, THE OWNER OF THE HEREIN DESCRIBED LANDS HAS CAUSED THIS PLAT, ENTITLED SILVER LAKES, PHASE TWO-E TO BE MADE AND HEREBY DEDICATES THE FOLLOWING:

TO COLLIER COUNTY:

1. TRACT "R" AS AN INGRESS AND EGRESS EASEMENT FOR GOVERNMENTAL VEHICLES IN THE EXECUTION OF THEIR DUTIES, INCLUDING BUT NOT LIMITED TO EMERGENCY MEDICAL SERVICE, FIRE DEPARTMENT SERVICE, AND UTILITY SERVICE, WITHOUT RESPONSIBILITY FOR MAINTENANCE.
2. TRACT "R" AS A DRAINAGE AND ACCESS EASEMENT FOR INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES OVER, ACROSS, AND THROUGH TRACT "R", WITHOUT RESPONSIBILITY FOR MAINTENANCE.
3. TRACT "CR9" AND THE REAR 8 FEET OF BLOCK 6 AS A DRAINAGE, LAKE MAINTENANCE, AND ACCESS EASEMENT, WITHOUT RESPONSIBILITY FOR MAINTENANCE.
4. THE REAR 8 FEET OF LOTS 92 & 93, BLOCK 3, AS A DRAINAGE EASEMENT, WITHOUT RESPONSIBILITY FOR MAINTENANCE.
5. THE REAR 8 FEET OF LOTS 65 THROUGH 82, BLOCK 5, AS A DRAINAGE EASEMENT, WITHOUT RESPONSIBILITY FOR MAINTENANCE.
6. THE REAR 8 FEET OF LOTS 1 THROUGH 66, BLOCK 6, AS A DRAINAGE EASEMENT, WITHOUT RESPONSIBILITY FOR MAINTENANCE.
7. THE WEST 4 FEET OF TRACT "B2" ADJACENT TO THE REAR OF LOTS 65 THROUGH 82, BLOCK 5, AS A DRAINAGE EASEMENT, WITHOUT RESPONSIBILITY FOR MAINTENANCE.
8. ALL DRAINAGE EASEMENTS (D.E.) AS SHOWN, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

TO COLLIER COUNTY WATER-SEWER DISTRICT:

1. ALL COLLIER COUNTY WATER-SEWER DISTRICT EASEMENTS AS SHOWN AND DESIGNATED AS "C.U.E." FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING, AND OPERATING THEIR RESPECTIVE FACILITIES, WITHOUT RESPONSIBILITY FOR MAINTENANCE OF SAID C.U.E.
2. TRACT "R" AS A C.U.E. FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING, AND OPERATING THEIR RESPECTIVE FACILITIES, WITHOUT RESPONSIBILITY FOR MAINTENANCE OF SAID TRACT "R".
3. ALL SEWER FACILITIES CONSTRUCTED WITHIN THIS PLATTED AREA, UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT REGULATIONS.

TO FLORIDA POWER AND LIGHT COMPANY, UNITED TELEPHONE COMPANY OF FLORIDA, AND ANY CABLE TELEVISION FRANCHISE COMPANY:

1. A STRIP OF LAND 10 FEET WIDE AT THE FRONT OF EACH LOT, AND ALL UTILITY EASEMENTS (U.E.) AS SHOWN, AS A NON-EXCLUSIVE UTILITY EASEMENT, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, OR OPERATION OF CABLE TELEVISION SERVICE SHALL INTERFERE WITH THE FACILITIES AND SERVICE OF ANY OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
2. TRACT "R" AS AN INGRESS, EGRESS, AND UTILITY EASEMENT FOR THE PURPOSE OF ACCESS TO, INSTALLATION, AND MAINTENANCE OF THEIR RESPECTIVE FACILITIES, PROVIDED ALL USES SHALL BE SUBJECT TO AND NOT INCONSISTENT WITH USE BY COLLIER COUNTY OR THE COLLIER COUNTY WATER-SEWER DISTRICT AS A "C.U.E."
3. A STRIP OF LAND 2.5 FEET WIDE AT EACH SIDE OF EACH LOT DEDICATED AS A NON-EXCLUSIVE UTILITY EASEMENT, UNLESS THE LOT IS ENCUMBERED BY A DRAINAGE EASEMENT, WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENT.

TO SILVER LAKES PROPERTY OWNERS ASSOCIATION OF COLLIER COUNTY, INC.:

1. TRACT "R" FOR PRIVATE ROADWAY PURPOSES, SUBJECT TO EASEMENTS HERETOFORE SET FORTH, SAID TRACT "R" IS A PRIVATE ROAD RIGHT-OF-WAY AND COLLIER COUNTY HAS NO MAINTENANCE RESPONSIBILITY WITH RESPECT THERETO.
2. TRACT "R" AS A DRAINAGE EASEMENT FOR INSTALLATION AND MAINTENANCE OF THE DRAINAGE SYSTEM, OVER, ACROSS, AND THROUGH TRACT "R", WITH RESPONSIBILITY FOR MAINTENANCE.
3. TRACT "CR9" AND THE REAR 8 FEET OF BLOCK 6 AS A DRAINAGE, LAKE MAINTENANCE, AND ACCESS EASEMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
4. TRACT "B2" AS A LANDSCAPE BUFFER EASEMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
5. THE REAR 8 FEET OF LOTS 92 & 93, BLOCK 3, AS A DRAINAGE EASEMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
6. THE REAR 8 FEET OF LOTS 65 THROUGH 82, BLOCK 5, AS A DRAINAGE EASEMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
7. THE REAR 8 FEET OF LOTS 1 THROUGH 66, BLOCK 6, AS A DRAINAGE EASEMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
8. THE WEST 4 FEET OF TRACT "B2" ADJACENT TO THE REAR OF LOTS 65 THROUGH 82, BLOCK 5, AS A DRAINAGE EASEMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
9. ALL DRAINAGE EASEMENTS (D.E.) AS SHOWN, WITH RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS 25th DAY OF JANUARY, 1999 A.D.

SIGNED IN THE PRESENCE OF:

CONQUEST DEVELOPMENT U.S.A., L.C.
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS
KENT CARLYLE
PRINTED NAME

By: WILLIAM E. BRIDGETT, MANAGER

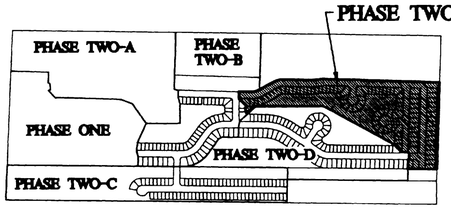
WITNESS
RENEE R STEIN
PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF January, 1999 A.D. BY WILLIAM E. BRIDGETT AS MANAGER OF CONQUEST DEVELOPMENT U.S.A., L.C. A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

SUZANNE HOWARD
NOTARY PUBLIC
COMMISSION NO: CC155189



INDEX MAP
N.T.S.

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. LINEAR DIMENSIONS ON CURVES ARE RADII, ARC AND CHORD LENGTHS.
3. BEARINGS ARE BASED ON A BEARING OF N89°20'37"W ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10.
4. • INDICATES SET PERMANENT CONTROL POINT (PCP).
5. ⊡ INDICATES SET PERMANENT REFERENCE MONUMENTS (PRM).
6. ■ INDICATES FOUND PERMANENT REFERENCE MONUMENT.
7. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8. ALL CURVES ARE CIRCULAR. ALL NON-RADIAL LINES ARE INDICATED BY N.R.
9. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER LAKES RV RESORT & GOLF CLUB ARE RECORDED IN O.R. BOOK 1784, PAGES 1103 THROUGH 1145 INCLUSIVE, AND FIRST AMENDMENT RECORDED IN O.R. BOOK 1834, PAGES 248 THROUGH 250; SECOND AMENDMENT RECORDED IN O.R. BOOK 2011, PAGE 2320; THIRD AMENDMENT RECORDED IN O.R. BOOK 2014, PAGE 1993; FOURTH AMENDMENT RECORDED IN O.R. BOOK 2105, PAGE 1170; FIFTH AMENDMENT RECORDED IN O.R. BOOK 2112, PAGE 612; SIXTH AMENDMENT RECORDED IN O.R. BOOK 2292, PAGE 778 SEVENTH AMENDMENT RECORDED IN O.R. BOOK 2292, PAGE 781; AND AS AMENDED OF RECORD, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
10. C.U.E. INDICATES COLLIER COUNTY UTILITY EASEMENTS.
11. D.E. INDICATES DRAINAGE EASEMENTS AND SUPERCEDE UTILITY EASEMENTS.
12. U.E. INDICATES UTILITY EASEMENTS.
13. R.O.W. INDICATES RIGHT-OF-WAY.
14. O.R. INDICATES OFFICIAL RECORDS.
15. N.R. INDICATES NON-RADIAL.
16. ON Nov. 16, 1998 A.D., WILLIAM E. BRIDGETT, AS A MANAGER OF CONQUEST DEVELOPMENT U.S.A., L.C., A FLORIDA LIMITED LIABILITY COMPANY, EXECUTING THE DEDICATION, THE HOLDER OF APPARENT RECORD TITLE TO THE LAND, HAS FOR ITSELF AND SUCCESSORS IN TITLE OR INTERESTS EXPRESSLY WAIVED AND RELEASED THE COUNTY FROM ANY FUTURE CLAIMS OF VESTED RIGHTS AND EQUITABLE ESTOPPEL PERTAINING TO THE ISSUANCE OF A CERTIFICATE OF PUBLIC FACILITY ADEQUACY IN ACCORDANCE WITH COLLIER COUNTY ORDINANCE NO. 93-82.
17. THE ELEVATION OF THE PAVEMENT CENTERLINE RANGES FROM A LOW OF 5.80 FEET NGVD TO A HIGH OF 6.75 FEET NGVD. THE EXISTING GROUND ELEVATION IS APPROXIMATELY 3.0 FEET NGVD. THE 100 AND 25 YEAR FLOOD ELEVATIONS ARE 7.00 AND 5.80 FEET, NGVD RESPECTIVELY. THE PROPERTY IS LOCATED IN FLOOD ZONE "AE" (EL7) AS INDICATED ON COLLIER COUNTY PANEL 120067 615 D OF THE NATIONAL FLOOD INSURANCE RATE MAP DATED AUGUST 3, 1992.
18. EXOTICS SHALL BE REMOVED FROM THE SITE AND THE SITE SHALL BE MAINTAINED EXOTIC FREE IN ACCORDANCE WITH THE MITIGATION AND MONITORING REPORT FILED WITH THE PUD DOCUMENTATION.

MORTGAGEE'S CONSENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

CITIZENS COMMUNITY BANK HEREBY CERTIFIES THAT IT IS THE HOLDER OF A SECURITY AGREEMENT UPON THE HEREIN DESCRIBED PROPERTY AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED IN THE DEDICATION HERETO, BY THE OWNERS THEREOF AND AGREE THAT THE FOLLOWING SECURITY AGREEMENT, WHICH IS RECORDED IN THE OFFICIAL RECORDS SHALL BE SUBORDINATE TO THE DEDICATION SHOWN HEREON:

SECURITY AGREEMENT IN FAVOR OF CITIZENS COMMUNITY BANK, DATED DECEMBER 24, 1996, AND RECORDED JANUARY 6, 1997, IN O. R. BOOK 2268, PAGES 2159 THROUGH 2167, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND AS AMENDED.

ASSIGNMENT OF RENTS IN FAVOR OF CITIZENS COMMUNITY BANK, DATED DECEMBER 20, 1996, AND RECORDED JANUARY 6, 1997, IN O.R. BOOK 2268, PAGE 2168, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

IN WITNESS WHEREOF, THE UNDERSIGNED MORTGAGEE HAS CAUSED THIS CONSENT TO BE SIGNED THIS 25 DAY OF JAN., 1999 A.D.

JEFFREY MILLER
WITNESS PATRICIA PARIS

By: _____ SR. VICE PRESIDENT
CITIZENS COMMUNITY BANK

MORTGAGEE'S ACKNOWLEDGMENT

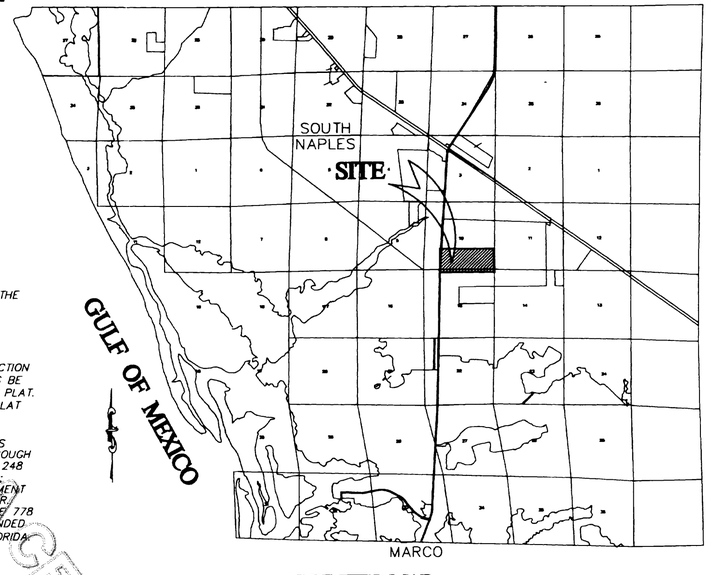
STATE OF FLORIDA)
COUNTY OF COLLIER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS January 25, 1999, A.D. BY JAMES SCHAEFFER VICE PRESIDENT OF CITIZENS COMMUNITY BANK, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED Personally Known AS IDENTIFICATION AND WHO DID/DID NOT TAKE AN OATH.

Gretchen Williams
PRINTED NAME

SIGNATURE

NOTARY PUBLIC
COMMISSION NO:



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY MOST CORNER OF LOT 119, BLOCK 6 OF SILVER LAKES, PHASE TWO-B, A SUBDIVISION RECORDED IN PLAT BOOK 25, PAGE 69 AND 70 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA RUN N01°42'18"E FOR 66.80 FEET; THENCE RUN S88°17'42"E FOR 115.17 FEET TO A POINT OF CURVATURE; THENCE RUN 67.21 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 32°05'21", A CHORD OF 66.33 FEET AND A CHORD BEARING OF N75°39'37"E TO A POINT OF TANGENCY; THENCE RUN N59°36'57"E FOR 148.52 FEET TO A POINT OF CURVATURE; THENCE RUN 100.81 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 32°05'23", A CHORD OF 99.50 FEET AND A CHORD BEARING OF N75°39'39"E TO A POINT OF TANGENCY; THENCE RUN S88°17'40"E FOR 228.25 FEET TO A POINT OF CURVATURE; THENCE RUN 12.82 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 07°20'41", A CHORD OF 12.81 FEET AND A CHORD BEARING OF N88°02'00"E TO A POINT OF TANGENCY; THENCE RUN N84°21'39"E FOR 139.76 FEET TO A POINT OF CURVATURE; THENCE RUN 20.51 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 07°20'41", A CHORD OF 20.50 FEET AND A CHORD BEARING OF N88°02'00"E TO A POINT OF TANGENCY; THENCE RUN S88°17'40"E FOR 1063.61 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE RUN S01°56'31"W ALONG SAID EAST LINE FOR 820.33 FEET; THENCE RUN N89°20'37"W FOR 269.04 FEET TO THE SOUTHEAST CORNER OF LOT 91, BLOCK 3 OF SILVER LAKES, PHASE TWO-D, A SUBDIVISION RECORDED IN PLAT BOOK 29, PAGE 34 AND 35 OF SAID PUBLIC RECORDS; THENCE RUN N00°39'23"E FOR 90.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 91, BLOCK 3; THENCE RUN S89°20'37"E FOR 11.04 FEET; THENCE RUN N00°39'23"E FOR 67.61 FEET; THENCE RUN N88°03'29"W FOR 72.77 FEET TO THE SOUTHEAST CORNER OF LOT 67, BLOCK 6 OF SAID SILVER LAKES, PHASE TWO-D; THENCE RUN N43°42'03"W FOR 97.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 67; THENCE RUN N61°26'54"W FOR 747.32 FEET; THENCE RUN N90°00'00"W FOR 636.07 FEET; THENCE RUN S49°52'40"W FOR 103.83 FEET TO THE NORTHEAST CORNER OF LOT 116, BLOCK 6 OF SAID SILVER LAKES, PHASE TWO-D AND A NON-TANGENTIAL INTERSECTION WITH A CIRCULAR CURVE; THENCE RUN 26.85 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 61°32'27", A CHORD OF 25.58 FEET AND A CHORD BEARING OF N30°06'32"W TO A POINT OF TANGENCY; THENCE RUN N00°39'23"E FOR 27.06 FEET TO A POINT OF CURVATURE; THENCE RUN 22.68 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 51°58'44", A CHORD OF 21.91 FEET AND A CHORD BEARING OF N26°38'45"E; THENCE RUN N44°52'04"W FOR 100.07 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 17.60 ACRES MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

TITLE CERTIFICATION

STATE OF FLORIDA)
COUNTY OF COLLIER)

I, TIMOTHY G. HAINS, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT:

I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY, THE RECORD TITLE TO THE HEREON DESCRIBED PROPERTY IS VESTED TO CONQUEST DEVELOPMENT U.S.A., L.C., A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA. THE CURRENT TAXES HAVE BEEN PAID, AND THE PROPERTY IS ENCUMBERED BY A 1.) SECURITY AGREEMENT IN FAVOR OF CITIZENS COMMUNITY BANK, DATED DECEMBER 24, 1996, AND RECORDED JANUARY 6, 1997, IN O.R. BOOK 2268, PAGES 2159 THROUGH 2167, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND AS AMENDED; 2.) ASSIGNMENT OF RENTS IN FAVOR OF CITIZENS COMMUNITY BANK, DATED DECEMBER 20, 1996, AND RECORDED JANUARY 6, 1997, IN O.R. BOOK 2268, PAGE 2168, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

TIMOTHY G. HAINS, ATTORNEY AT LAW
FLORIDA BAR NO. 173711

ENGINEERING REVIEW SERVICES

THIS PLAT APPROVED BY THE ENGINEERING REVIEW SERVICES SECTION OF THE COMMUNITY DEVELOPMENT DIVISION OF COLLIER COUNTY, FLORIDA, THIS 27th DAY OF January, 1999 A.D.

THOMAS E. KUCK, P.E. #22100
ENGINEERING REVIEW MANAGER
COUNTY ENGINEER

COUNTY LAND SURVEYOR

THIS PLAT REVIEWED BY THE COUNTY LAND SURVEYOR OF COLLIER COUNTY, FLORIDA, THIS 27th DAY OF January, 1999, A.D.

RICHARD S. GRIGG, P.S.M.
COUNTY LAND SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COUNTY ATTORNEY OF COLLIER COUNTY, FLORIDA, THIS 28th DAY OF JANUARY, 1999 A.D.

DAVID C. WEIGEL
COLLIER COUNTY ATTORNEY

COUNTY COMMISSION

THIS PLAT APPROVED FOR RECORDING IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ON THIS 15th DAY OF December, 1998 A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

ATTEST:
DWIGHT E. BROCK, CLERK

BARBARA B. BERRY, CHAIRMAN

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 8:55 P.M., THIS 29th DAY OF January, 1999 A.D. AND RECORDED IN PLAT BOOK 31, PAGES 45 AND 47 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

By: Willie Stubbs, D.C.
CLERK OF CIRCUIT COURT
IN AND FOR COLLIER COUNTY

SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THE PREPARATION OF THIS PLAT WAS BASED ON A BOUNDARY SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION AS PROVIDED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AND IN CHAPTER 472, FLORIDA STATUTES, AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO THE RECORDING OF THIS PLAT AND PERMANENT CONTROL POINTS WILL BE SET WITHIN TWO MONTHS AFTER PRELIMINARY ACCEPTANCE BY COLLIER COUNTY.

DATE: 1/28/99
WILLIAM C. McANLY
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, NO. 1543

THIS INSTRUMENT PREPARED BY:
WILLIAM C. McANLY, P.S.M.
FLORIDA CERTIFICATE NO. 1543

McANLY ENGINEERING AND DESIGN, INC.
5101 EAST TAMIAMI TRAIL
NAPLES, FLORIDA. 34113

FILE NO.: 88776.2
DWG. FILE: \ACAD\SILVER\SVLKP2EC.DWG
DRAWN BY: DCH SHEET 1 OF 3

PLAT BOOK 31, PAGE 46

SHEET 2 OF 3

SILVER LAKES, PHASE TWO-E

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

TRACT "CR8"
SILVER LAKES, PHASE TWO-B
(PLAT BOOK 25, PAGE 69 AND 70)

TRACT "CR2"
SILVER LAKES, PHASE TWO-B
(PLAT BOOK 25, PAGE 69 AND 70)

UNPLATTED

1982 DELTONA SETTLEMENT LINE

PLATTED 7.5' DRAINAGE EASEMENT

POINT OF BEGINNING

NORTHERLY MOST CORNER OF LOT 119 BLOCK 6 OF SILVER LAKES, PHASE TWO-B AS RECORDED IN PLAT BOOK 25, PAGE 69 AND 70)

S 88°17'42" E 115.17'

N 59°36'57" E 148.50'

S 88°17'40" E 228.25'

N 84°21'39" E 139.76'

S 88°17'40" E 1063.61'

DIAMOND LAKE CIRCLE

60' RIGHT OF WAY

(DRAINAGE AND COUNTY UTILITY EASEMENT)

TRACT "R"

S 88°17'40" E 924.47'

254.19'

510.27'

S 88°17'40" E 199.19'

BLOCK 10 LOTS 1 THROUGH 9

BLOCK 11 LOTS 10 THROUGH 20

BLOCK 12 LOTS 1 THROUGH 8

BLOCK 13 LOTS 1 THROUGH 7

BLOCK 14 LOTS 1 THROUGH 6

BLOCK 15 LOTS 1 THROUGH 6

BLOCK 16 LOTS 1 THROUGH 5

BLOCK 17 LOTS 1 THROUGH 4

BLOCK 18 LOTS 1 THROUGH 3

BLOCK 19 LOTS 1 THROUGH 20

BLOCK 20 LOTS 1 THROUGH 21

BLOCK 21 LOTS 1 THROUGH 22

BLOCK 22 LOTS 1 THROUGH 23

BLOCK 23 LOTS 1 THROUGH 24

BLOCK 24 LOTS 1 THROUGH 25

BLOCK 25 LOTS 1 THROUGH 26

BLOCK 26 LOTS 1 THROUGH 27

BLOCK 27 LOTS 1 THROUGH 28

BLOCK 28 LOTS 1 THROUGH 29

BLOCK 29 LOTS 1 THROUGH 30

BLOCK 30 LOTS 1 THROUGH 31

BLOCK 31 LOTS 1 THROUGH 32

PEARL LAKE POINT

60' R.O.W. TRACT "R"

(DRAINAGE AND COUNTY UTILITY EASEMENT)

20' LAKE MAINTENANCE, DRAINAGE AND ACCESS EASEMENT

TRACT "CR9"

N 88°17'40" W 228.25'

S 84°21'39" W 139.76'

N 88°17'40" W 112.42'

S 04°21'16" W 190.89'

N 90°00'00" W 636.07'

N 61°26'54" W 747.32'

N 44°52'04" W 100.07' N.R.

N 49°52'40" W 103.83' N.R.

PLATINUM LAKE LANE
SILVER LAKES, PHASE TWO-B
(PLAT BOOK 25, PAGE 69 AND 70)

BLOCK 6

119 118 117 116 BLOCK 6 115 114 113

NOT A CERTIFIED COPY

SEE SHEET 3 OF 3 FOR CONTINUATION

Lxx–COURSE DATA

LINE	BEARING	LENGTH
L1	N01°42'18"E	66.80'
L5	N00°39'23"E	27.06'
L7	S01°42'18"W	49.42'
L8	N01°42'18"E	49.42'
L12	S88°17'42"E	26.74'

Cxx – CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	120.00'	32°05'21"	67.21'	66.33'	N75°39'37"E
C2	180.00'	32°05'23"	100.81'	99.50'	S75°39'39"W
C3	100.00'	07°20'41"	12.82'	12.81'	N88°02'00"E
C4	160.00'	07°20'41"	20.51'	20.50'	S88°02'00"W
C5	25.00'	61°32'27"	26.85'	25.58'	S30°06'32"E
C6	25.00'	51°58'44"	22.68'	21.91'	S26°38'45"W
C7	150.00'	32°05'21"	84.01'	82.92'	N75°39'37"E
C8	150.00'	32°05'23"	84.01'	82.92'	S75°39'39"W
C9	130.00'	07°20'41"	16.66'	16.65'	N88°02'00"E
C10	130.00'	07°20'41"	16.66'	16.65'	S88°02'00"W
C11	25.00'	43°17'10"	18.89'	18.44'	S70°03'43"W
C12	180.00'	03°59'52"	12.56'	12.56'	N89°42'22"E
C13	180.00'	10°07'50"	31.83'	31.78'	N82°38'31"E
C14	180.00'	10°07'43"	31.82'	31.78'	N72°30'45"E
C15	180.00'	06°23'25"	20.08'	20.07'	N64°15'11"E
C16	180.00'	01°26'31"	4.53'	4.53'	N60°20'12"E
C17	120.00'	20°35'27"	43.13'	42.89'	S69°54'40"W
C18	120.00'	11°29'57"	24.08'	24.04'	S85°57'22"W
C19	160.00'	01°35'35"	4.45'	4.45'	S89°05'27"E
C20	160.00'	05°45'06"	16.06'	16.06'	N87°14'12"E
C21	100.00'	07°20'41"	12.82'	12.81'	S88°02'00"W
C22	25.00'	89°59'57"	39.27'	35.36'	N43°17'41"W
C23	25.00'	42°50'00"	18.69'	18.26'	N23°07'18"E
C24	50.00'	265°40'01"	231.84'	73.33'	S88°17'42"E
C25	50.00'	24°53'03"	21.72'	21.55'	S32°05'47"W
C26	50.00'	44°25'37"	38.77'	37.81'	S02°33'33"E
C27	50.00'	28°17'49"	24.69'	24.44'	S38°55'16"E
C28	50.00'	30°13'52"	26.38'	26.08'	S68°11'06"E
C29	50.00'	30°05'33"	26.26'	25.96'	N81°39'11"E
C30	50.00'	28°09'27"	24.57'	24.33'	N52°31'41"E

Cxx – CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C31	50.00'	40°22'19"	35.23'	34.51'	N18°15'47"E
C32	50.00'	39°12'20"	34.21'	33.55'	N21°31'32"W
C33	25.00'	42°50'00"	18.69'	18.26'	S19°42'42"E
C34	25.00'	90°00'03"	39.27'	35.36'	S46°42'19"W
C35	25.00'	26°46'43"	11.68'	11.58'	S15°05'39"W
C36	25.00'	63°13'20"	27.59'	26.21'	S60°05'40"W
C96	120.00'	30°05'33"	63.03'	62.30'	N81°39'11"E
C97	120.00'	30°13'52"	63.32'	62.58'	S68°11'06"E
C98	120.00'	28°17'49"	59.26'	58.66'	S38°55'16"E
C99	120.00'	16°57'28"	35.52'	35.39'	S16°17'38"E
C100	120.00'	18°43'39"	39.22'	39.05'	S01°32'56"W
C101	120.00'	02°53'53"	6.07'	6.07'	S12°21'42"W
C102	25.00'	102°06'19"	44.55'	38.89'	N37°14'30"W
C103	25.00'	40°43'34"	17.77'	17.40'	N06°33'08"W
C104	25.00'	51°45'21"	22.58'	21.82'	N52°47'36"W
C105	25.00'	09°37'23"	4.20'	4.19'	N83°28'58"W
C106	30.00'	07°20'41"	3.85'	3.84'	S88°02'00"E
C107	230.00'	07°20'41"	29.48'	29.46'	N88°02'00"E
C108	230.00'	06°14'12"	25.04'	25.02'	N87°28'45"E
C109	230.00'	01°06'29"	4.45'	4.45'	S88°50'54"E
C110	50.00'	32°05'23"	28.00'	27.64'	S75°39'39"W
C111	50.00'	11°32'22"	10.07'	10.05'	S85°56'09"W
C112	50.00'	20°33'02"	17.93'	17.84'	S69°53'28"W
C113	250.00'	01°02'17"	4.53'	4.53'	N60°08'06"E
C114	250.00'	26°27'30"	115.45'	114.42'	N78°28'33"E
C115	250.00'	12°19'41"	53.79'	53.69'	N71°24'38"E
C116	250.00'	10°07'48"	44.20'	44.14'	N82°38'23"E
C117	250.00'	04°00'01"	17.45'	17.45'	N89°42'18"E
C118	25.00'	91°02'55"	39.73'	35.68'	S46°10'50"W
C119	25.00'	39°04'11"	17.05'	16.72'	S72°10'13"W

TRACT CR9
SILVER LAKES, PHASE TWO-D
(PLAT BOOK 29, PAGE 34 AND 35)

NORTH

40 0 20 40 80

SCALE: 1" = 40'

15 FOOT DRAINAGE EASEMENTS SHOWN ON SIDE LOT LINES ARE CENTERED ON LOT LINE AND 7.5 FOOT EITHER SIDE

ALL SIDE LOT LINES HAVE A 2.5 FOOT WIDE UTILITY EASEMENT UNLESS THE LOT IS ENCUMBERED BY A DRAINAGE EASEMENT

THIS INSTRUMENT PREPARED BY:
WILLIAM C. McANLY, P.S.M.
FLORIDA CERTIFICATE NO. 1543

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5101 EAST TAMIAMI TRAIL
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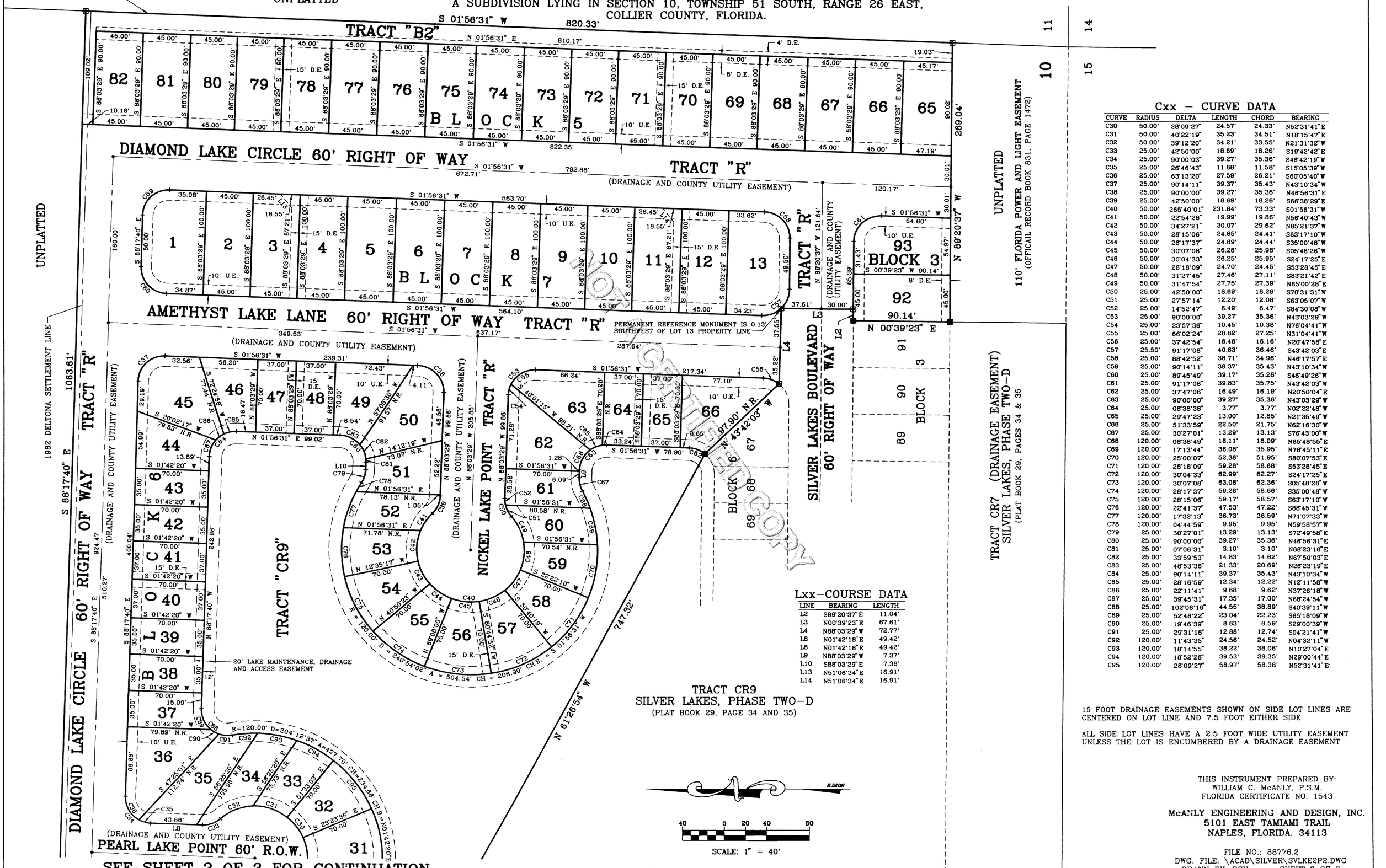
PLAT BOOK 31, PAGE 42

SHEET 3 OF 3

SILVER LAKES, PHASE TWO-E

A SUBDIVISION LYING IN SECTION 10, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.



Cxx – CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C30	50.00'	28°09'27"	24.57'	24.33'	N52°31'41"E
C31	50.00'	40°22'19"	35.23'	34.51'	N18°15'47"E
C32	50.00'	39°12'20"	34.21'	33.55'	N21°31'32"W
C33	25.00'	42°50'00"	18.69'	18.26'	S19°42'42"E
C34	25.00'	90°00'03"	39.27'	35.36'	S46°42'19"W
C35	25.00'	26°46'43"	11.68'	11.58'	S15°05'39"W
C36	25.00'	63°13'20"	27.59'	26.21'	S60°05'40"W
C37	25.00'	90°14'11"	39.37'	35.43'	N43°10'34"W
C38	25.00'	90°00'00"	39.27'	35.36'	N46°56'31"E
C39	25.00'	42°50'00"	18.69'	18.26'	S66°38'29"E
C40	50.00'	265°40'01"	231.84'	73.33'	S01°56'31"W
C41	50.00'	22°54'28"	19.99'	19.86'	N56°40'43"W
C42	50.00'	34°27'21"	30.07'	29.62'	N85°21'37"W
C43	50.00'	28°15'06"	24.65'	24.41'	S63°17'10"W
C44	50.00'	28°17'37"	24.69'	24.44'	S35°00'48"W
C45	50.00'	30°07'08"	26.28'	25.98'	S05°48'26"W
C46	50.00'	30°04'33"	26.25'	25.95'	S24°17'25"E
C47	50.00'	28°18'09"	24.70'	24.45'	S53°28'45"E
C48	50.00'	31°27'45"	27.46'	27.11'	S83°21'42"E
C49	50.00'	31°47'54"	27.75'	27.39'	N65°00'28"E
C50	25.00'	42°50'00"	18.69'	18.26'	S70°31'31"W
C51	25.00'	27°57'14"	12.20'	12.08'	S63°05'07"W
C52	25.00'	14°52'47"	6.49'	6.47'	S84°30'08"W
C53	25.00'	90°00'00"	39.27'	35.36'	N43°03'29"W
C54	25.00'	23°57'36"	10.45'	10.38'	N76°04'41"W
C55	25.00'	66°02'24"	28.82'	27.25'	N31°04'41"W
C56	25.00'	37°42'54"	16.46'	16.16'	N20°47'58"E
C57	25.50'	91°17'08"	40.63'	36.46'	S43°42'03"E
C58	25.00'	88°42'52"	38.71'	34.96'	N46°17'57"E
C59	25.00'	90°14'11"	39.37'	35.43'	N43°10'34"W
C60	25.00'	89°45'49"	39.17'	35.28'	S46°49'26"W
C61	25.00'	91°17'08"	39.83'	35.75'	N43°42'03"W
C62	25.00'	37°47'06"	16.49'	16.19'	N20°50'04"E
C63	25.00'	90°00'00"	39.27'	35.36'	N43°03'29"W
C64	25.00'	08°38'38"	3.77'	3.77'	N02°22'48"W
C65	25.00'	29°47'23"	13.00'	12.85'	N21°35'49"W
C66	25.00'	51°33'59"	22.50'	21.75'	N62°18'30"W
C67	25.00'	30°27'01"	13.29'	13.13'	S76°43'00"W
C68	120.00'	08°38'49"	18.11'	18.09'	N85°48'55"E
C69	120.00'	17°13'44"	36.08'	35.95'	N78°45'11"E
C70	120.00'	25°00'07"	52.36'	51.95'	S80°07'53"E
C71	120.00'	28°18'09"	59.28'	58.68'	S53°28'45"E
C72	120.00'	30°04'33"	62.99'	62.27'	S24°17'25"E
C73	120.00'	30°07'08"	63.08'	62.36'	S05°48'26"W
C74	120.00'	28°17'37"	59.26'	58.66'	S35°00'48"W
C75	120.00'	28°15'06"	59.17'	58.57'	S63°17'10"W
C76	120.00'	22°41'37"	47.53'	47.22'	S86°45'31"W
C77	120.00'	17°32'13"	36.73'	36.59'	N71°07'33"W
C78	120.00'	04°44'59"	9.95'	9.95'	N59°58'57"W
C79	25.00'	30°27'01"	13.29'	13.13'	S72°49'56"E
C80	25.00'	90°00'00"	39.27'	35.36'	N46°56'31"E
C81	25.00'	07°06'31"	3.10'	3.10'	N88°23'16"E
C82	25.00'	33°59'53"	14.83'	14.62'	N67°50'03"E
C83	25.00'	48°53'36"	21.33'	20.69'	N26°23'19"E
C84	25.00'	90°14'11"	39.37'	35.43'	N43°10'34"W
C85	25.00'	28°16'59"	12.34'	12.22'	N12°11'58"W
C86	25.00'	22°11'41"	9.68'	9.62'	N37°26'18"W
C87	25.00'	39°45'31"	17.35'	17.00'	N68°24'54"W
C88	25.00'	102°08'19"	44.55'	38.89'	S40°39'11"W
C89	25.00'	52°48'22"	23.04'	22.23'	S65°18'09"W
C90	25.00'	19°46'39"	8.63'	8.59'	S29°00'39"W
C91	25.00'	29°31'18"	12.88'	12.74'	S04°21'41"W
C92	120.00'	11°43'35"	24.56'	24.52'	N04°32'11"W
C93	120.00'	18°14'55"	38.22'	38.06'	N10°27'04"E
C94	120.00'	18°52'26"	39.53'	39.35'	N29°00'44"E
C95	120.00'	26°09'27"	58.97'	58.38'	N52°31'41"E

Lxx–COURSE DATA

LINE	BEARING	LENGTH
L2	S89°20'37"E	11.04'
L3	N00°39'23"E	67.61'
L4	N88°03'29"W	72.77'
L8	N01°42'18"E	49.42'
L8	N01°42'18"E	49.42'
L9	N88°03'29"W	7.37'
L10	S88°03'29"E	7.36'
L13	N51°06'34"E	16.91'
L14	N51°06'34"E	16.91'

40 0 20 40 80

SCALE: 1" = 40'

15 FOOT DRAINAGE EASEMENTS SHOWN ON SIDE LOT LINES ARE CENTERED ON LOT LINE AND 7.5 FOOT EITHER SIDE

ALL SIDE LOT LINES HAVE A 2.5 FOOT WIDE UTILITY EASEMENT UNLESS THE LOT IS ENCUMBERED BY A DRAINAGE EASEMENT

THIS INSTRUMENT PREPARED BY:
WILLIAM C. McANLY, P.S.M.
FLORIDA CERTIFICATE NO. 1543

McANLY ENGINEERING AND DESIGN, INC.
5101 EAST TAMIAMI TRAIL
NAPLES, FLORIDA. 34113

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Executive Summary

Recommendation to approve the properties on the Conservation Collier Active Acquisition List (AAL) and direct staff to pursue the projects recommended within the A-Category, funded by the Conservation Collier Land Acquisition Fund (1061).

OBJECTIVE: To obtain Collier County Board of County Commissioners (Board) approval to pursue A-category properties for acquisition.

CONSIDERATIONS: On November 3, 2020, the Collier County electors approved the Conservation Collier Re-establishment Referendum with a 76.5% majority. Pursuant to Section 11 of Conservation Collier Ordinance No. 2002-63, as amended, the Conservation Collier Land Acquisition Advisory Committee (CCLAAC) recommends qualified acquisition proposals for the Active Acquisition List (AAL) to the Board for approval.

Pursuant to prior Board direction to streamline the acquisition process, properties are now reviewed on an ongoing basis rather than annual or bi-annual cycles. This new process started in April 2024 after the Board approved Ordinance No. 2002-63 revisions (BCC 3/26/2024, Agenda item 9.D.). Accordingly, the AAL provided includes all properties reviewed by the CCLAAC in October, November, and December 2024.

On October 2, 2024, November 6, 2024, and December 4, 2024, the CCLAAC selected acquisition proposals for inclusion in the AAL as follows:

Property/Project Area Name	Size (ac)	Estimated Value	Estimated Value per acre	CCLAAC Recommended Category
Wilson (North Belle Meade)	5.00	$44,000	$8,800	**A**
Parang Trust	2.73	$9,900	$457	**B**
1063 Shadowlawn	1.89	$260,000	$104,000	**C**

A detailed summary of each property is attached to this item.

The AAL above includes the CCLAAC recommendations. The AAL attached as Attachment 1 to this item provides detailed companion information about the properties on page 2, including whether the owner lives adjacent to the subject property and estimated maintenance costs.

The proposed AAL has been separated into three (3) categories, A, B, and C, as required by Conservation Collier Ordinance (No. 2002-63, as amended) Section 10, which states the Active Acquisition List shall separate proposals into three (3) categories: A (pursue acquisition); B (hold for re-evaluation for one calendar year); and C (no interest in acquiring).

Staff prepared and presented property reports, called Initial Criteria Screening Reports (ICSR), to aid the CCLAAC in evaluating each property. Included in each ICSR was a scoring matrix based on researched and observed data. The ICSRs have been posted on the Conservation Collier website, the link of which is listed below.

During the CCLAAC meetings, property ranking occurred after staff presented all property summaries and after public comments.

A-CATEGORY PROPERTY

- Wilson – 5.00 acres

This parcel is immediately adjacent on its north and south boundary to the Conservation Collier 296-acre North Belle Meade Preserve within the Rural Fringe Mixed-Use District. Staff and the CCLAAC recommend this property for the A-category as it would expand an existing preserve and provide habitat for the state-listed red-cockaded woodpecker (RCW) and the federally listed Florida panther.

The Wilson property has an estimated value of $44,000 ($8,800 per acre).

B-CATEGORY PROPERTY

- Parang Trust – 2.73 acres

B-Category properties are not recommended for acquisition at this time and will be re-evaluated and ranked in one year.

C-CATEGORY PROPERTY

- 1063 Shadowlawn – 1.89 acres

C-Category properties are not recommended for acquisition and are proposed to be removed from the AAL. Property owners may apply for consideration during a future cycle.

ADVISORY COMMITTEE RECOMMENDATIONS: On October 2, 2024, November 6, 2024, and December 4, 2024, the CCLAAC held a public meeting and ranked acquisition proposals for Board consideration. CCLAAC recommends one property for a total of 5.00 acres for the "A" list category. The total projected acquisition cost for this A-list category CCLAAC recommended property is $44,000.

FISCAL IMPACT: The total estimated cost of the property under consideration is $44,000. Funds in the amount of $35,559,320 are available for land acquisitions within the Conservation Collier Land Acquisition Fund (1061) in the FY25 budget. Properties pending acquisition in Cycle 11B, 12B, and 2024 total approximately $26,350,520.

Funds for managing any lands acquired by the program are budgeted in the separate Conservation Collier Land Management Fund (1062), funded via a transfer from the net Conservation Collier ad valorem tax levy.

GROWTH MANAGEMENT IMPACT: Fee-simple acquisition of conservation lands is consistent with and supports Policy 1.3.1(e) in the Conservation and Coastal Management Element of the Collier County Growth Management Plan.

LEGAL CONSIDERATIONS: This item is approved for form and legality and requires a majority vote for Board action. - SAA

RECOMMENDATIONS: To approve properties on the Conservation Collier Active Acquisition List (AAL), direct staff to pursue the project recommended within the A-Category, and bring the Purchase Agreement to the Board for review and approval.

PREPARED BY: Melissa Hennig, Environmental Specialist I, Conservation Collier, Development Review Division

ATTACHMENTS:
1. 2024 Cycle BCC Ranking List_for BCC ranking 1-14-2025
2. Property Summaries January 2025

Conservation Collier Website

Property/Project Area Name	Size (ac)	Estimated Value	Estimated Value per acre	CCLAAC Recommended Ranking	CCLAAC Ranking Date
North Belle Meade	**5.00**	**$44,000**	**$8,800**		
Wilson	5.00	$44,000	$8,800	A	11/6/2024
A-LIST TOTAL	**5.00**	**$44,000**	**8,800**		
Parang Trust	2.73	$87,360	$32,000	B	10/2/2024
B-LIST TOTAL	**2.73**	**$87,360**	**$32,000**		
1063 Shadowlawn	1.89	$2,200,000	$1,164,021	C	12/4/2024
C-LIST TOTAL	**1.89**	**$2,200,000**	**$1,164,021**		

Property/Project Area Name	Size (ac)	Does owner live adjacent?	Property owner location/adjacent property information	Estimated Annual Maintenance Cost/Acre for 1st 5 years
North Belle Meade				
Wilson	5.00	No	Owner lives in Sweden	$7,000
A-LIST TOTAL	**5.00**			
Parang Trust	2.73	No	Owners live in Clearwater, FL and Knoxville, TN	$15,200
B-LIST TOTAL	**2.73**			
1063 Shadowlawn	1.89	No	Owner lives in WI	$224,200
C-LIST TOTAL	**1.89**			

Wilson

CCLACC Recommendation: A-list

Property Name: Wilson

Owner(s): Cecilia Dannborg Wilson

Target Protection Area: RFMUD – NBMO – Sending

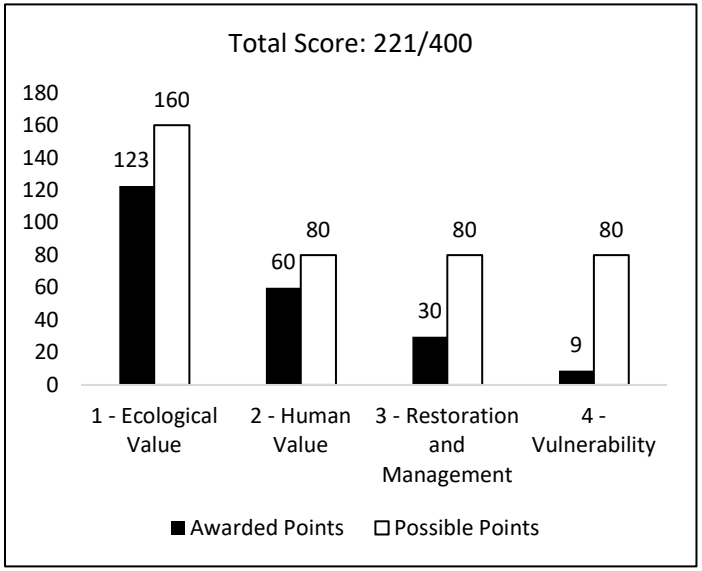
Acreage: 5.0 acres

Total Estimated Market Value: $44,000

Highlights:

- **Location:** Adjacent to Conservation Collier's North Belle Meade Preserve
- **Met 5 out of 8 Initial Screening Criteria:** Native plant communities; protection of water resources; biological and ecological value; conservation land enhancement; within a target area
- **Habitat:** Mesic flatwoods
- **Listed Plants:** Giant air plant (*Tillandsia utriculata*)
- **Listed Wildlife:** Red Cockaded Woodpecker (RCW) observed on adjacent parcels - historic nesting/foraging habitat for endangered RCW; Panther telemetry indicates significant utilization
- **Water Resource Values:** Wetlands on portions, aquifer recharge, and sheet flow on property
- **Connectivity:** Contributes to an important wildlife corridor connecting species from the Florida Panther Refuge, Golden Gate Rural Estates, Dr. Robert H. Gore III Preserve, as well as the Picayune Strand State Forest and Fakahatchee Strand State Preserve to the south through wildlife underpasses under I-75. Provides an ecological link to the northern range expansion goals of the RCW Recovery Plan
- **Access:** Currently no public right of way access
- **Management Issues / Estimated Costs:** Initial Exotic Removal estimated at $2,000 and ongoing annual estimated at $750; Cabbage Palm thinning and native re-planting estimated at $3,000
- **Partnership Opportunities:** None
- **Zoning/Overlays:** Agricultural; Rural Fringe Mixed Use Overlay-North Belle Meade Overlay-Sending (A-RFMUO-NBMO- Sending); No TDRs stripped
- **Surrounding land uses:** Agricultural; conservation
- **All Criteria Score:** 221 out of 400; high ecological and human value scores
- **Other Division Interest:** Conservation Collier is coordinating with the Transportation Department regarding the Wilson Boulevard extension that may be aligned through the area





CCLACC Recommendation: A-list

- **Acquisition Considerations:**
  - Red Cockaded Woodpecker (RCW) has become quite rare in Collier County due to increased development. Property also has high utilization by the Florida panther.
  - LDC section 2.03.08.A describes that **RFMU Sending Lands** and are those lands that have the highest degree of environmental value and sensitivity; and are the principal target for preservation and conservation.
  - LDC section 2.03.08.B. states:
    The purpose and intent of the **Natural Resource Protection Area Overlay District (NRPA)** is to: protect endangered or potentially endangered species by directing incompatible land uses away from their habitats; to identify large, connected, intact, and relatively unfragmented habitats, which may be important for these listed species; and to support State and Federal agencies' efforts to protect endangered or potentially endangered species and their habitats. **These lands generally should be the focus of any federal, state, County, or private acquisition efforts.**

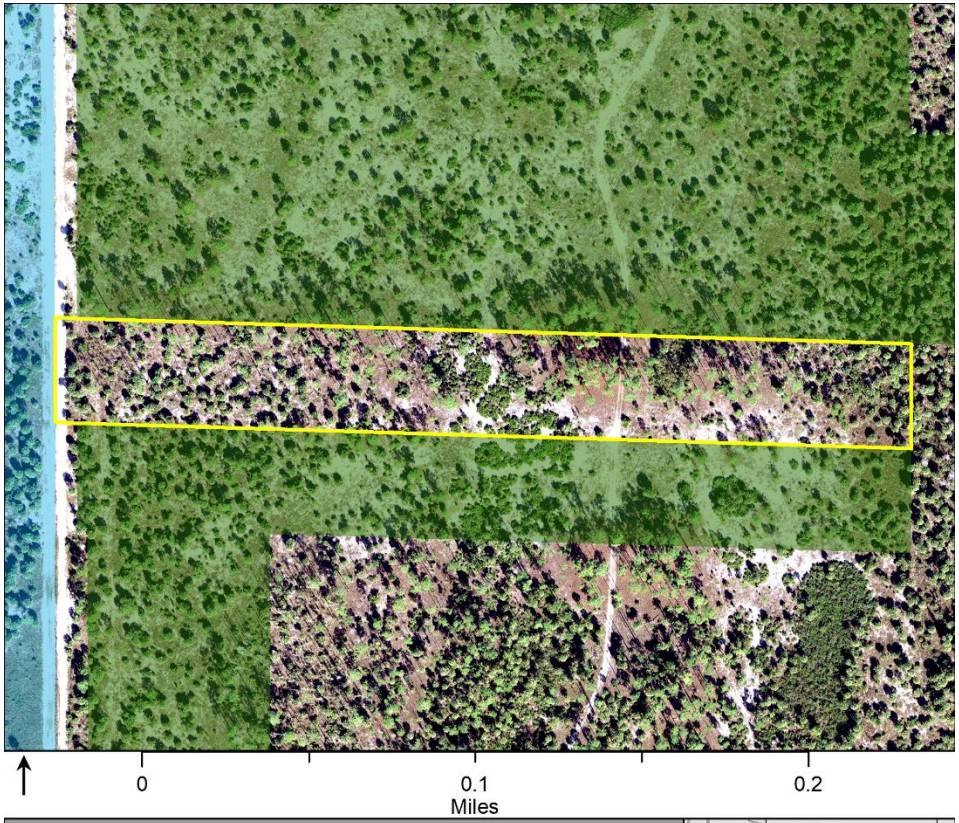
BCC

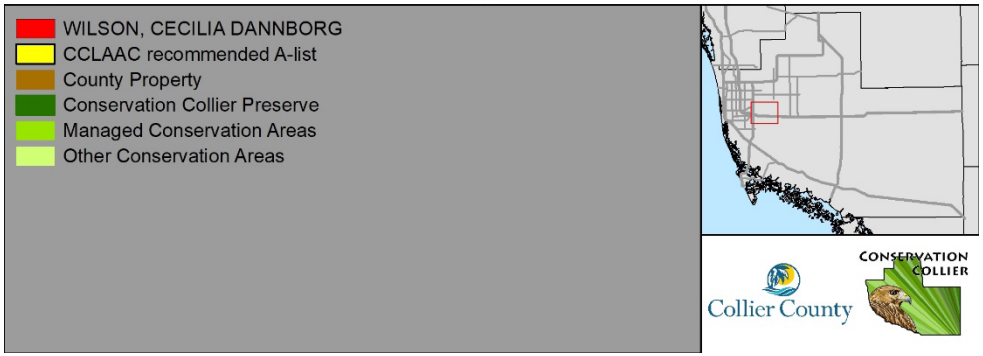
CCLACC Recommendation: A-list

Conservation Collier Property Summary
Wilson

January 2025









BCC | **Conservation Collier Property Summary** | **January 2025**

Parang Trust

CCLAAC Recommendation: B-list
Property Name: Parang Trust
Target Protection Area: NGGE
Estimated Market Value: $87,360

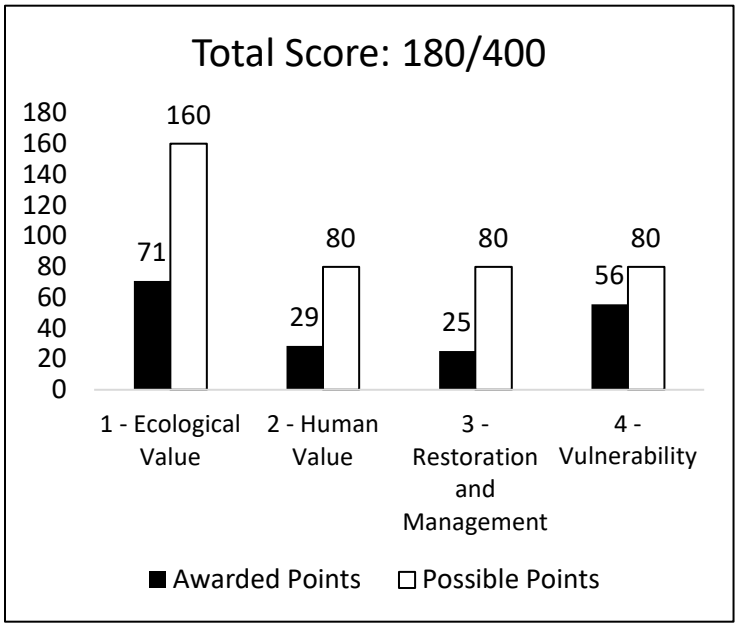
Owner: Masood Parang Revocable Living Trust
Acreage: 2.73 acres



Highlights:

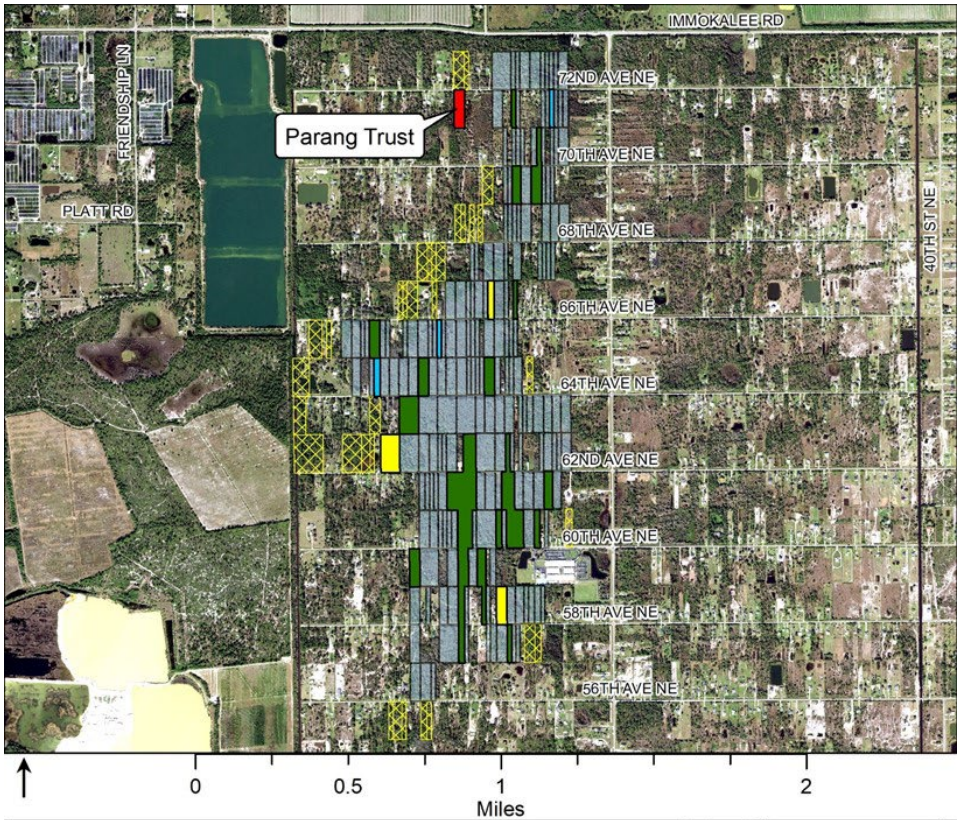
- **Location:** Off 72nd Ave. NE, near Panther Walk Preserve
- **4 of the 8 Initial Screening Criteria were met:** Natural Plant Communities; Human Social Values; Water Resources; Biological and Ecological Values
- **Habitat:** Freshwater marsh; Cypress/mixed hardwood forest; Oak hammock
- **Listed Plants:** None observed
- **Listed Wildlife:** Potential for FL panther and listed wading birds
- **Water Resource Values:** Located within historic Horsepen Strand; parcel almost entirely wetlands
- **Connectivity:** Parcel is not adjacent to conservation land
- **Other Division Interest:** None
- **Access:** Roadway adjacent; street parking available
- **Management Issues / Estimated Costs:** Initial exotic removal estimated at $5,000 and ongoing annual estimated at $2,500; signage estimated at $200
- **Partnership Opportunities:** No partnerships anticipated
- **Zoning/Overlays:** Estates, which allows 1 unit per 2.25 acres
- **Surrounding land uses:** Residential; roadway; undeveloped land
- **All Criteria Score:** 180 out of 400; high restoration and vulnerability score
- **Acquisition Considerations:** Not within a target protection mailing area; but near Panther Walk Preserve and part of same historic wetland system

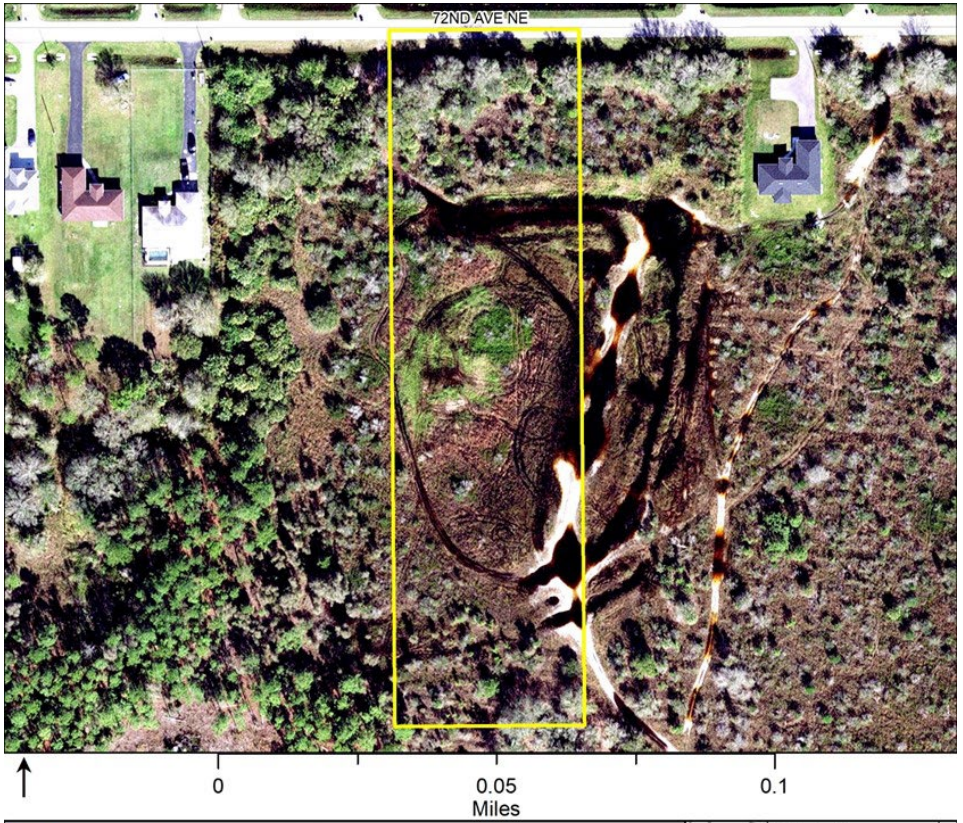




Conservation Collier Property Summary
Parang Trust

CCLAAC Recommendation: B-list





1063 Shadowlawn

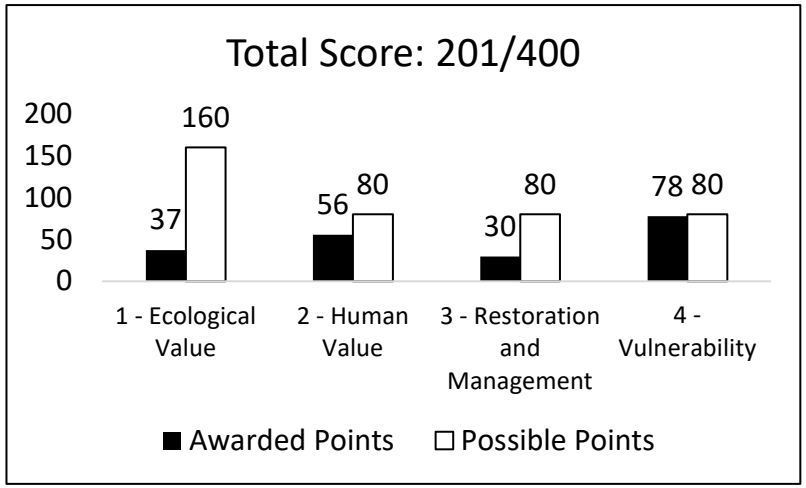
CCLAAC Recommendation: C-list
Property Name: 1063 Shadowlawn
Target Protection Area: Urban
Estimated Market Value: TBD

Owner: 1063 Shadowlawn LLC
Acreage: 1.89 acres



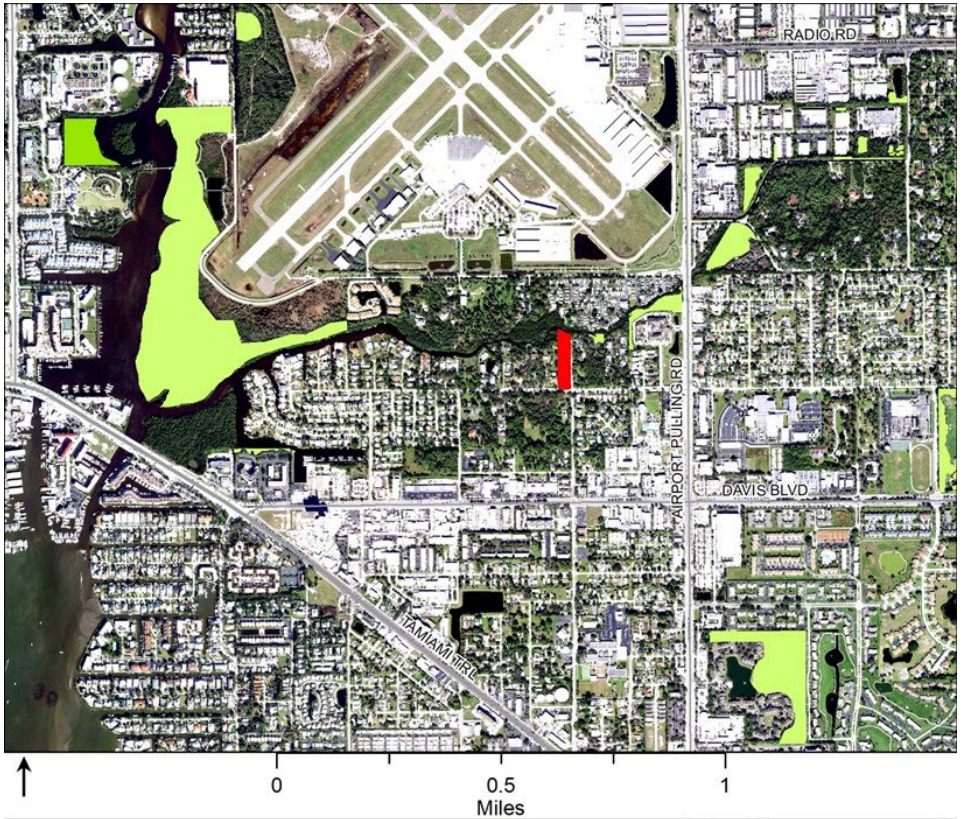
Highlights:

- **Location:** 1063 Shadowlawn Dr. on NW side of Estey Ave. and Shadowlawn Dr. intersection
- **2 of the 8 Initial Screening Criteria were met:** Human Social Values and Water Resources
- **Habitat:** No native plant communities; 3 homes exist on parcel
- **Listed Plants:** Cardinal airplant (*Tillandsia fasciculata*)
- **Listed Wildlife:** Potential for listed wading birds
- **Water Resource Values:** Storm surge protection along Rock Creek; moderate aquifer recharge potential
- **Connectivity:** Parcel is not adjacent to conservation land
- **Other Division Interest:** None
- **Access:** Roadway adjacent; parking available on site
- **Management Issues / Estimated Costs:** Initial exotic removal estimated at $50,000 and ongoing annual estimated at $300; native plantings estimated at $10,000; public restroom estimated at $150,000; signage estimated at $5,000
- **Partnership Opportunities:** No partnerships anticipated
- **Zoning/Overlays:** (RMF-6). Maximum density is 6 unit per acre
- **Surrounding land uses:** Residential; roadway; Rock Creek; undeveloped land
- **All Criteria Score:** 201 out of 400; high human value and vulnerability score
- **Acquisition Considerations:** Not within a target protection mailing area; no native plant communities; public water access; seller verbally committed to removing homes and building public dock if acquired by Conservation Collier.



Conservation Collier Property Summary
1063 Shadowlawn

CCLAAC Recommendation: C-list





Executive Summary

Recommendation to approve an Agreement for Sale and Purchase under the Conservation Collier Land Acquisition Program with Cypress Cove Landkeepers Inc., f/k/a Cypress Cove Conservancy, Inc., for a 10.00-acre parcel at a cost of $648,900, for a total cost not to exceed $653,570 inclusive of closing costs.

OBJECTIVE: To purchase a 10.00-acre parcel within the Conservation Collier Dr. Robert H. Gore III Preserve multi-parcel project.

CONSIDERATIONS: On June 25, 2024, Agenda Item No. 16.A.13., the Board of County Commissioners (Board) approved a Conservation Collier Land Acquisition Advisory Committee (CCLAAC) recommended Cycle 12B Active Acquisition List (AAL) and directed staff to actively pursue acquisition of the properties under the Program. The Cypress Cove Landkeepers parcel, within the Dr. Robert H. Gore III Preserve multi-parcel project was approved as an A-list property on the Cycle 12B AAL.

***Dr. Robert H. Gore III Preserve*:** Potential public uses at Gore Preserve include hiking, nature photography, bird watching, and environmental education. Hydrologic indicators such as karst topography, cypress knees, and watermarks on buttressed cypress trees provide evidence of seasonal flooding. The mature cypress trees in the preserve project indicate that the area has historically contained wetlands. The properties are within a historic wetland area connecting east with the Florida Panther National Wildlife Refuge (FPNWR) via the old Ford Test Track. The Gore Preserve and surrounding lands enhance the FPNWR by acting as a buffer and providing a reasonably large-sized wild land addition north of I-75. Wildlife underpasses at the adjacent Faka-Union and nearby Miller canals create an ecological link south under I-75 to the Picayune Strand State Forest. A little over two miles to the west are the North Belle Meade Preserve and the North Belle Meade sending lands. The Gore Preserve project is within the Florida Fish and Wildlife Conservation Commission (FWC) Primary Panther habitat zone.

The project area contains protected species of plants, including giant sword fern, several listed bromeliads in the *Tillandsia* genus, and five native orchid species. The project area contains Florida panthers, Florida black bears, and numerous other wildlife. The observed habitat and location would also support the presence of Everglades mink, tricolored heron, and little blue heron, all state-protected species.

In August 2024, staff contracted with two independent, state-certified general real estate appraisal firms to appraise the Cypress Cove Landkeepers parcel. The average of the two appraisals was used to calculate the appraised value. The appraisals cost $4,150.

Cypress Cove Landkeepers - Parcel 41501440005 on the north side of 40th Ave SE, west of Desoto Blvd S

1. 10.00-acres of land consisting of cypress and mixed wetland hardwoods with 60% hydric mapped soils.
2. Improvements on the parcel include a nature center, which will continue to be called “Gore Nature Center,” a parking area, and trails.
3. Conservation Collier has committed to continuing to provide Collier County school field trips once the nature center is brought up to code for commercial use.
4. A conditional use permit will be required to provide educational programs inside the nature center.
5. A building permit will be required to convert the nature center from residential to commercial use.
6. The attached Project Design Report includes information regarding property maintenance and educational programming.
7. Building, pest, septic, and water inspections have been obtained. The seller has committed to fixing any items identified in the reports (see attached documents).
8. Staff has coordinated with Collier County Facilities Management regarding ongoing maintenance needs and converting the nature center for commercial use.
9. The existing parking lot will become a parking lot for the preserve in lieu of building a new parking lot.
10. The existing Memorandum of Understanding between the Cypress Cove Landkeepers and Collier County will automatically be extinguished once Collier County owns the parcel.

11. An offer of $648,900 was made on September 18, 2024, and accepted on September 26, 2024. The purchase price is 90% of the appraised value.

This acquisition is consistent with the Conservation Collier Purchasing Policy, Resolution No. 2023-10, which allows offer amounts to be determined by staff but no more than the appraised value.

Pursuant to Ordinance 2024-17, Section 12(6), a Project Design Report ("PDR") for this property is provided herewith.

FISCAL IMPACT: The funds for this land acquisition will be withdrawn from the Conservation Collier Trust Fund (1061). The property identified herein is comprised of a not-to-exceed acquisition cost of $653,570 as follows:

Seller Name	Acres	Appraised Value	Purchase Price	(Title Commitment, Title Policy, Closing Fee, Recording Fees)	Total Purchase Price	CU and Building Permit	Initial 5 Yr Maint Costs	Long-Term Annual Maint Costs
Cypress Cove Landkeepers	10.00	$721,000	$648,900	$4,670	$653,570	$50,000	$261,800	$9,100

As of January 14, 2025, the estimated property acquisition costs for Conservation Collier properties, including this property and those under contract, total $128,364,781. The funds for managing this parcel will be expended from the Conservation Collier Maintenance Fund (1062). The consulting costs and fees associated with obtaining a Conditional Use Permit and Building Permit to allow for public use of the nature center are estimated at $50,000. The initial maintenance costs are provided in the attached PDR. The total maintenance costs for this parcel for the first five years (initial maintenance costs) are estimated at $261,800. After initial restoration, the estimated maintenance costs for this parcel will be approximately $9,100 annually.

GROWTH MANAGEMENT IMPACT: Fee simple acquisition of conservation lands is consistent with and supports Policy 1.3.1(e) in the Conservation and Coastal Management Element of the Collier County Growth Management Plan.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires a majority vote for approval. - SAA

RECOMMENDATIONS:

1. To approve the attached Agreement and accept the Warranty Deed once approved by the County Attorney's Office.
2. To authorize the Chairman to execute the Agreement and any and all other County Attorney's Office approved documents related to this transaction; and
3. To authorize the County Manager or designee to prepare related vouchers and warrants for payments and to take all reasonable steps necessary to ensure performance under the Agreement.
4. To authorize the County Manager or designee to move forward with a Conditional Use petition after acquisition of the property.

PREPARED BY: Melissa Hennig, Environmental Specialist I, Conservation Collier, Development Review Division

ATTACHMENTS:

1. Cypress Cove Landkeepers Agreement

2. Cypress Cove Conservancy appraisal Carroll & Carroll
3. Cypress Cove Conservancy appraisal RKL
4. Cypress Cove Conservancy-PDR-Gore
5. Inspection Report responses
6. Residential Inspection Report
7. Gore Nature Center Facilities Inspection 12-11-24
8. Septic inspection 2024

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into by and between Cypress Cove Landkeepers Inc., f/ka/ Cypress Cove Conservancy, Inc., a Florida not-for-profit corporation, whose address is 4261 40th Ave SE, Naples, FL 34117 (hereinafter referred to as "Seller"), and **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose address is 3335 Tamiami Trail East, Suite 101, Naples, FL 34112 (hereinafter referred to as "Purchaser").

W I T N E S S E T H

WHEREAS, Seller is the owner of that certain parcel of real property (hereinafter referred to as "Property"), located in Collier County, State of Florida, and being more particularly described in Exhibit "A", attached hereto and made a part hereof by reference.

WHEREAS, Purchaser is desirous of purchasing the Property, subject to the conditions and other agreements hereinafter set forth, and Seller is agreeable to such sale and to such conditions and agreements.

NOW, THEREFORE, and for and in consideration of the premises and the respective undertakings of the parties hereinafter set forth and the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. AGREEMENT

1.01 In consideration of the purchase price and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Property, described in Exhibit "A".

II. PAYMENT OF PURCHASE PRICE

2.01 The purchase price (the "Purchase Price") for the Property shall be **Six Hundred Forty Eight Thousand Nine Hundred Dollars and 00/100 dollars ($648,900.00),** (U.S. Currency) payable at time of closing.

III. CLOSING

3.01 The Closing (THE "CLOSING DATE", "DATE OF CLOSING", OR "CLOSING") of the transaction shall be held on or before one hundred and eighty (180) days following execution of this Agreement by the Purchaser, or within thirty (30) days of Purchaser's receipt of all closing documents, whichever is later. The Closing shall

be held at the office of the insuring title company or by mail. The procedure to be followed by the parties in connection with the Closing shall be as follows:

3.011 Seller shall convey a marketable title free of any liens, encumbrances, exceptions, or qualifications. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law. At the Closing, the Seller shall cause to be delivered to the Purchaser the items specified herein and the following documents and instruments duly executed and acknowledged, in recordable form:

3.0111 Warranty Deed in favor of Purchaser conveying title to the Property, free and clear of all liens and encumbrances other than:

(a) The lien for current taxes and assessments.

(b) Such other easements, restrictions, or conditions of record.

3.0112 Combined Purchaser-Seller closing statement.

3.0113 A "Gap Tax Proration, Owner's Non-Foreign Affidavit", as required by Section 1445 of the Internal Revenue Code and as required by the title insurance underwriter to insure the "gap" and issue the policy contemplated by the title insurance commitment.

3.0114 A W-9 Form, "Request for Taxpayer Identification and Certification" as required by the Internal Revenue Service.

3.012 At the Closing, the Purchaser, or its assignee, shall cause to be delivered to the Seller the following:

3.0121 A negotiable instrument (County Warrant) in an amount equal to the Purchase Price. No funds shall be disbursed to Seller until the Title Company verifies that the state of the title to the Property has not changed adversely since the date of the last endorsement to the commitment, referenced in Section 4.011 thereto, and the Title Company is irrevocably committed to pay the Purchase Price to Seller and to issue the Owner's title policy to Purchaser in accordance with the commitment immediately after the recording of the deed.

3.0122 Funds payable to the Seller representing the cash payment due at Closing in accordance with Article III hereof, shall be subject to adjustment for prorations as hereinafter set forth.

3.02 Each party shall be responsible for payment of its own attorney's fees. Seller, at its sole cost and expense, shall pay at Closing all documentary stamp taxes due relating to the recording of the Warranty Deed, in accordance with Chapter 201.01, Florida Statutes, and the cost and electronic fee of recording any instruments necessary to clear Seller's title to the Property. The cost of the Owner's Form B Title Policy, issued pursuant to the Commitment provided for in Section 4.011 below, shall be paid by Purchaser. The cost of the title commitment shall also be paid by Purchaser. If required by a Phase I report and desired by Purchaser, Seller shall pay for a Phase II Environmental Assessment selected by Purchaser.

3.03 Purchaser shall pay for the cost of recording the Warranty Deed. Real Property taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and any other applicable exemptions and paid by Seller. If Closing occurs at a date which the current year's millage is not fixed, taxes will be prorated based upon such prior year's millage.

3.04 Upon the Closing, the existing Memorandum of Understanding (MOU) dated December 8, 2020, between the Purchase and Seller, shall automatically terminate. The Parties agree that the purpose of the MOU, which was to coordinate the use of the properties surrounding the Nature Center for conservation activities, will be fulfilled upon the County's acquisition of the Nature Center property. Therefore, as of Closing, the MOU shall automatically terminate, and neither Party shall have any further rights, obligations, or liabilities under the MOU.

3.05 Upon the Closing, the property shall continue to be named the Gore Nature Center in perpetuity.

3.06 Upon the Closing, the gate adjacent to the office will be replaced with fixed railing by the Seller, at Seller's sole cost and expense.

3.07 At Closing, the personal property listed within Exhibit "B" shall be conveyed to the Buyer at no additional cost or value.

IV. REQUIREMENTS AND CONDITIONS

4.01 Upon execution of this Agreement by both parties or at such other time as specified within this Article, Purchaser and/or Seller, as the case may be, shall perform the following within the times stated, which shall be conditions precedent to the Closing;

4.011 Within fifteen (15) days after the date hereof, Purchaser shall obtain as evidence of title an ALTA Commitment for an Owner's Title Insurance Policy (ALTA Form B-1970) covering the Property, together with hard copies of all exceptions shown thereon. Purchaser shall have thirty (30) days, following receipt of the title insurance commitment, to notify Seller in writing of any objection to title other than liens evidencing monetary obligations, if any, which obligations shall be paid at closing. If the title commitment contains exceptions that make the title unmarketable, Purchaser shall deliver to the Seller written notice of its intention to waive the applicable contingencies or to terminate this Agreement.

4.012 If Purchaser shall fail to advise the Seller in writing of any such objections in Seller's title in the manner herein required by this Agreement, the title shall be deemed acceptable. Upon notification of Purchaser's objection to title, Seller shall have thirty (30) days to remedy any defects to convey good and marketable title at Seller's expense, except for liens or monetary obligations which will be satisfied at Closing. Seller, at its sole expense, shall use its best efforts to make such title good and marketable. In the event Seller is unable to cure said objections within said time period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said thirty (30) day period, may accept title as it then is, waiving any objection; or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the exceptions to title as shown in the title commitment.

4.013 Seller agrees to furnish any existing surveys of the Property in Seller's possession to Purchaser within ten (10) days of the effective date of this Agreement. Purchaser shall have the option, at its own expense, to obtain a current survey of the Property prepared by a surveyor licensed by the State of Florida. No adjustments to the Purchase Price shall be made based upon any change to the total acreage referenced in Exhibit "A," unless the difference in acreage revealed by survey exceeds 5% of the overall acreage. If the survey provided by Seller or obtained by Purchaser, as certified by a registered Florida surveyor, shows: (a) an encroachment onto the property; or (b) that an improvement located on the Property projects onto lands of others, or (c) lack of legal access to a public roadway, the Purchaser shall notify the Seller in writing of such encroachment, projection, or lack of legal access, and Seller shall have the option of curing said encroachment or projection, or obtaining legal access to the Property from a public roadway, within sixty (60) days of receipt of said written notice from Purchaser. Purchaser shall have ninety (90) days from the effective date of this Agreement to notify Seller of any such objections. Should Seller elect not to or be unable to remove the encroachment, projection, or provide legal access to the property within said

sixty (60) day period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said sixty (60) day period, may accept the Property as it then is, waiving any objection to the encroachment, or projection, or lack of legal access, or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the Property with the encroachment, or projection, or lack of legal access.

V. INSPECTION PERIOD

5.01 Purchaser shall have one hundred twenty (120) days from the date of this Agreement, ("Inspection Period"), to determine through appropriate investigation that:

1. There are no abnormal drainage or environmental requirements to the developed real property
2. The Property can be utilized for its intended use and purpose in the Conservation Collier program.
3. Subject to acceptable Inspection(s) including; Pest / Termite, Septic, and a general structural inspection including the Roof, Electrical (including A/C), and general soundness of the structure(s).

5.02 If Purchaser is not satisfied, for any reason whatsoever, with the results of any investigation, Purchaser shall deliver to Seller prior to the expiration of the Inspection Period, written notice of its intention to waive the applicable contingencies or to terminate this Agreement. If Purchaser fails to notify the Seller in writing of its specific objections as provided herein within the Inspection Period, it shall be deemed that the Purchaser is satisfied with the results of its investigations and the contingencies of this Article V shall be deemed waived. In the event Purchaser elects to terminate this Agreement because of the right of inspection, Purchaser shall deliver to Seller copies of all inspection reports including; Pest / Termite, Septic, and a general structural inspection.

5.03 Purchaser and its agents, employees and servants shall, at their own risk and expense, have the right to go upon the Property for the purpose of surveying and conducting site analyses, soil borings and all other necessary investigation. Purchaser shall, in performing such tests, use due care. Seller shall be notified by Purchaser no less than twenty-four (24) hours prior to said inspection of the Property.

VI. INSPECTION

6.01 Seller acknowledges that the Purchaser, or its authorized agents, shall have the right to inspect the Property at any time prior to the Closing.

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VII. POSSESSION

7.01 Purchaser shall be entitled to full possession of the Property at Closing.

VIII. PRORATIONS

8.01 Ad valorem taxes next due and payable, after closing on the Property, shall be prorated at Closing based upon the gross amount of current year taxes, and shall be paid by Seller.

IX. TERMINATION AND REMEDIES

9.01 If Seller shall have failed to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, within ten (10) days of written notification of such failure, Purchaser may, at its option, terminate this Agreement by giving written notice of termination to Seller. Purchaser shall have the right to seek and enforce all rights and remedies available at law or in equity to a contract vendee, including the right to seek specific performance of this Agreement.

9.02 Seller agrees to fix, repair, replace any and all deficiencies found unsatisfactory from any inspection reports obtained within section 5.01. If Seller fails to complete any such repairs, Purchaser may terminate this Agreement without penalty.

9.03 The parties acknowledge that the remedies described herein and in the other provisions of this Agreement provide mutually satisfactory and sufficient remedies to each of the parties and take into account the peculiar risks and expenses of each of the parties.

X. SELLER'S AND PURCHASER'S REPRESENTATIONS AND WARRANTIES

10.01 Seller and Purchaser represent and warrant the following:

10.011 Seller and Purchaser have full right and authority to enter into and to execute this Agreement and to undertake all actions and to perform all tasks required of each hereunder. Seller is not presently the subject of a pending, threatened or contemplated bankruptcy proceeding. Seller further represents the Property is free from any and all occupants, tenants, and other persons or entities claiming possession of the Property at the time of closing. This provision shall survive closing.

10.012 Seller has full right, power, and authority to own and operate the Property, and to execute, deliver, and perform its obligations under this Agreement and the instruments executed in connection herewith, and to consummate the transaction contemplated hereby. All necessary authorizations and approvals have been obtained authorizing Seller and Purchaser to execute and consummate the transaction contemplated hereby. At Closing, certified copies of such approvals shall be delivered to Purchaser and/or Seller, if necessary.

10.013 The warranties set forth in this paragraph shall be true on the date of this Agreement and as of the date of Closing. Purchaser's acceptance of a deed to the said Property shall not be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.

10.014 Seller represents that it has no knowledge of any actions, suits, claims, proceedings, litigation or investigations pending or threatened against Seller, at law, equity or in arbitration before or by any federal, state, municipal or other governmental instrumentality that relate to this agreement or any other property that could, if continued, adversely affect Seller's ability to sell the Property to Purchaser according to the terms of this Agreement.

10.015 No party or person other than Purchaser has any right or option to acquire the Property or any portion thereof.

10.016 Until the date fixed for Closing, so long as this Agreement remains in force and effect, Seller shall not encumber or convey any portion of the Property or any rights therein, nor enter into any agreements granting any person or entity any rights with respect to the Property or any part thereof, without first obtaining the written consent of Purchaser to such conveyance, encumbrance, or agreement which consent may be withheld by Purchaser for any reason whatsoever.

10.017 Seller represents that they have (it has) no knowledge that there is or ever has been incinerators, septic tanks, or cesspools on the Property; all waste, if any, is discharged into a public sanitary sewer system; Seller represents that they have (it has) no knowledge that any pollutants are or have been discharged from the Property, directly or indirectly into any body of water. Seller represents that to their knowledge the Property has not been used for the production, handling, storage, transportation, manufacture, or disposal of hazardous or toxic substances or wastes, as such terms are defined in applicable laws and regulations, or any other activity that would have toxic results, and no such hazardous or toxic substances are currently used in connection with the operation of the Property, and there is no proceeding or

inquiry by any authority with respect thereto. Seller represents that they have (it has) no knowledge that there is ground water contamination on the Property or potential of ground water contamination from neighboring properties. Seller represents that they have (it has) no knowledge that there is or ever has been any storage tanks for gasoline, or any other substances are or were located on the Property at any time during or prior to Seller's ownership thereof. Seller represents that they have (it has) no knowledge that any part of the Property has ever been used as a sanitary landfill.

10.018 Seller has no knowledge that the Property and Seller's operations concerning the Property are in violation of any applicable Federal, State or local statute, law or regulation, or of any notice from any governmental body has been served upon Seller claiming any violation of any law, ordinance, code or regulation or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property in order to comply with any laws, ordinances, codes or regulation with which Seller has not complied.

10.019 Seller has no knowledge of unrecorded leases, licenses or other possessory interests, restrictions, easements, or rights of way (other than existing zoning regulations) that restrict or affect the use of the Property, and there are no maintenance, construction, advertising, management, leasing, employment, service, or other contracts affecting the Property.

10.020 Seller has no knowledge that there are any suits, actions or arbitration, bond issuances or proposals therefor, proposals for public improvement assessments, pay-back agreements, paving agreements, road expansion or improvement agreements, utility moratoriums, use moratoriums, improvement moratoriums, administrative or other proceedings or governmental investigations or requirements, formal or informal, existing or pending or threatened which affects the Property or which adversely affects Seller's ability to perform hereunder; nor is there any other charge or expense upon or related to the Property which has not been disclosed to Purchaser in writing prior to the effective date of this Agreement.

10.021 Seller acknowledges and agrees that Purchaser is entering into this Agreement based upon Seller's representations stated above and on the understanding that Seller will not cause the zoning or physical condition of the Property to change from its existing state on the effective date of this Agreement up to and including the Date of Closing. Therefore, Seller agrees not to enter into any contracts or agreements pertaining to or affecting the Property and not to do any act or omit to perform any act which would change the zoning or physical condition of the Property or the governmental ordinances or laws governing same. Seller also agrees to notify Purchaser

promptly of any change in the facts contained in the foregoing representations and of any notice or proposed change in the zoning, or any other action or notice, that may be proposed or promulgated by any third parties or any governmental authorities having jurisdiction of the development of the property which may restrict or change any other condition of the Property.

10.022 At the Closing, Seller shall deliver to Purchaser a statement (hereinafter called the "Closing Representative Statement") reasserting the foregoing representations as of the Date of Closing, which provisions shall survive the Closing.

10.023 Seller represents, warrants and agrees to indemnify, reimburse, defend and hold Purchaser harmless from any and all costs (including attorney's fees) asserted against, imposed on or incurred by Purchaser, directly or indirectly, pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment which shall be in accordance with, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., ("CERCLA" or "Superfund"), which was amended and upgraded by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), including any amendments or successor in function to these acts. This provision and the rights of Purchaser, hereunder, shall survive Closing and are not deemed satisfied by conveyance of title.

10.024 Any loss and/or damage to the Property between the date of this Agreement and the date of Closing shall be Seller's sole risk and expense.

XI. NOTICES

11.01 Any notice, request, demand, instruction, or other communication to be given to either party hereunder shall be in writing, sent by facsimile with automated confirmation of receipt, or by registered, or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Purchaser: Summer Araque, Coordinator
Conservation Collier Program
Collier County Parks and Recreation Division
Public Services Department
Golden Gate Community Park
3300 Santa Barbara Blvd.
Naples, Florida 34116

With a copy to: Attn: Grant Cox
Collier County Real Property Management

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3335 Tamiami Trail East, Suite 102
Naples, Florida 34112
Telephone number: 239-252-5373
Fax number: 239-252-8876

If to Seller: Name: Cypress Cove Landkeepers, Inc.
A Florida not for profit corporation
4261 40th Ave SE
Naples, FL 34117
Telephone number: 518-365-7503
Fax number: ___N/A__

11.02 The addressees and numbers for the purpose of this Article may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

XII. REAL ESTATE BROKERS

12.01 Any and all brokerage commissions or fees shall be the sole responsibility of the Seller. Seller shall indemnify Purchaser and hold Purchaser harmless from and against any claim or liability for commission or fees to any broker or any other person or party claiming to have been engaged by Seller as a real estate broker, salesman or representative, in connection with this Agreement. Seller agrees to pay any and all commissions or fees at closing pursuant to the terms of a separate agreement, if any.

XIII. MISCELLANEOUS

13.01 This Agreement may be executed in any manner of counterparts which together shall constitute the agreement of the parties.

13.02 This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustee, and assignees whenever the context so requires or admits.

13.03 Any amendment to this Agreement shall not bind any of the parties hereof unless such amendment is in writing and executed and dated by Purchaser and

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Seller. Any amendment to this Agreement shall be binding upon Purchaser and Seller as soon as it has been executed by both parties.

13.04 Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend, or limit the scope or intent of this Agreement or any provisions hereof.

13.05 All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

13.06 No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

13.07 If any date specified in this Agreement falls on a Saturday, Sunday, or legal holiday, then the date to which such reference is made shall be extended to the next succeeding business day.

13.08 Seller is aware of and understands that the "offer" to purchase represented by this Agreement is subject to acceptance and approval by the Board of County Commissioners of Collier County, Florida.

13.09 If the Seller holds the Property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall make a written public disclosure, according to Chapter 286, Florida Statutes, under oath, of the name and address of every person having a beneficial interest in the Property before Property held in such capacity is conveyed to Collier County. (If the corporation is registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public, it is hereby exempt from the provisions of Chapter 286, Florida Statutes.)

13.10 This Agreement is governed and construed in accordance with the laws of the State of Florida.

XIV. ENTIRE AGREEMENT

14.01 This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement, or any such referenced agreements has been or is being relied upon by either party. No modification or amendment of this

Agreement shall be of any force or effect unless made in writing and executed and dated by both Purchaser and Seller. Time is of the essence of this Agreement.

XV. ACKNOWLEDGMENT OF POTENTIAL FUTURE USE

15.01 Any development rights or credits available on the Property are relinquished by the Seller and conveyed to the Purchaser at closing as part of the sale of the Property.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

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IN WITNESS WHEREOF, the parties hereto have signed below.

Dated Project/Acquisition Approved by BCC:_____

AS TO PURCHASER:

ATTEST:

CRYSTAL K. KINZEL, Clerk of the
Circuit Court and Comptroller

_____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, Chairman

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CAO

AS TO SELLER:

DATED: 12/2/2024

Cypress Cove Landkeepers, Inc. f/k/a Cypress Cove Conservancy, Inc.,
A Florida not for profit corporation

By: _____

Shane Duff, President, Director

Approved as to form and legality:

_____

Sally A. Ashkar, Assistant County Attorney

SAA 11/18/24

EXHIBIT "A"

PROPERTY IDENTIFICATION NUMBER: 41501440005

All of Tract 15 and Tract 18, Unit 91, GOLDEN GATE ESTATES, according to the plat thereof, recorded in Plat Book 5, Page 30, Public Records of Collier County, Florida,

10 ACRES

Carroll & Carroll
Real Estate Appraisers & Consultants

APPRAISAL REPORT

FOR

THE CONSERVATION COLLIER PROGRAM AND THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS



SUBJECT PROPERTY:
CYPRESS COVE CONSERVANCY
4261 40TH AVENUE SE
NAPLES, FL 34117

AT THE REQUEST OF:
ROOSEVELT LEONARD, R/W-AC
REVIEW APPRAISER II
COLLIER COUNTY FACILITIES
MANAGEMENT/REAL PROPERTY
3335 TAMIAMI TRAIL E., STE. 102
NAPLES, FL 34112

ASSIGNMENT NO.:
6790-TS

APPRAISAL EFFECTIVE DATE:
AUGUST 2, 2024

DATE OF REPORT:
SEPTEMBER 6, 2024

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SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

This information is summarized only for convenience. The value given is the final, rounded conclusion of the appraisal. To use this summary without first reading the appraisal report could be misleading.

PROPERTY INFORMATION	
Property Identification	Cypress Cove Conservancy 4261 40th Avenue SE Naples, FL 34117
Property Description	A good quality, wood frame stilt home constructed in 1988 containing 1,549 square feet of gross living area and situated on 10.00 gross acres along the north side of 40th Avenue SE in Naples, Florida.
Property Type	Single-Family Residential
Owner of Record	Cypress Cove Conservancy, Inc.
Property ID #	41501440005
CLIENT INFO & VALUE CONCLUSIONS	
Client	Collier County Facilities Management Department
Intended Use	To assist the Conservation Collier Program and the Collier County Board of County Commissioners.
Intended Users	Conservation Collier Program and the Collier County Board of County Commissioners.
Appraisal Effective Date	August 2, 2024
Date of Report	September 6, 2024
Date of Inspection	August 2, 2024
Purpose of Appraisal	Estimate market value "As Is"
Estate Appraised	Fee Simple
Interest Appraised	100%
Estimated Market Value	**$722,000**
GENERAL INFO	
Appraiser	Timothy W. Sunyog, MAI State-Certified General Appraiser RZ 3288
Scope of Work	All applicable approaches to value were developed.
EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS	
None	
HYPOTHETICAL CONDITIONS	
None	

CONSERVATION FEATURES SUMMARY OVERVIEW

Project Name:
Cypress Cove Conservancy Appraisal Project
4261 40th Avenue SE, Naples, FL 34117

Folio Number & Owner(s) of Record:
41501440005
Cypress Cove Conservancy, Inc.

Zoning/Overlays:
E – Estates

Zoning Considerations for TDR's, PHU, other endangered species:
N/A

Was the cost to mitigate wetlands or endangered species taken into consideration?
The property is covered in wetlands. Portions of the property could be mitigated in order to construct single-family residences.

Scope of Proposed Mitigation:
N/A

Land Area:
10.00 gross acres

Access for the Parcel Taken Into Consideration:
Full-service access is provided from 40th Avenue NE.

Highest and Best Use:
As Though Vacant
The highest and best use is to develop the property with one to four single-family residences which will require mitigation.

As Improved
The highest and best use is that the improvements continue to be utilized as a single-family residence and the excess land be sold off and developed with single-family residences.

Date of Estimated Value:
August 2, 2024

Estimated Value:
$722,000

CERTIFICATION

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF:

I personally inspected the subject property and the comparable sales.

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and our personal, impartial and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

In the three years immediately prior to acceptance of this assignment I have not performed any services regarding the subject property as appraisers, or in any other capacity.

I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. I am also subject to the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, which includes provisions for peer review.

The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board and to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

No one other than the undersigned prepared the analyses, opinions and conclusions concerning real estate that are set forth in this report.

As of the date of this report, I have completed the requirements of the continuing education program of the State of Florida, and for Designated Members of the Appraisal Institute.

CARROLL & CARROLL



Timothy W. Sunyog, MAI
Cert Gen RZ3288

SCOPE OF WORK

All applicable approaches to value were developed and the value conclusion reflects all known information about the subject property, market conditions, and available data.

The scope of work was:

- Inspected the subject property and the comparable sales.
- Reviewed aerial photographs, land use plans, the Land Development Code, the Conservation Collier Initial Criteria Screening Report, Collier County Property Record Card, and other documentation.
- Reviewed how the property relates to its neighborhood and to the broader market area in development of an opinion of highest and best use.
- Researched vacant land and improved comparable sales, listings, and pending sales.
- Developed the sales comparison approach.
- Estimated the market value of the fee simple estate.
- Prepared an appraisal report summarizing the appraisal assignment, the property appraised, the application of the appraisal methodology, and the logical support for the value conclusion.

Sources of market data included local and regional MLS systems, CoStar, LoopNet, public records, and interviews with real estate brokers.

ESTATE APPRAISED

The estate appraised is the Fee Simple Absolute. For appraisal purposes Fee Simple Absolute is synonymous with Fee Simple.

The Dictionary of Real Estate Appraisal, Seventh Edition, published 2022 by the Appraisal Institute, defines Fee Simple Estate as:

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

We consider easements, but only to the extent that they are known to us. Appraisal of the fee simple means that an improved property is vacant and available to be put to its highest and best use.

DEFINITION OF MARKET VALUE

In United States tax law, the definition of *Fair Market Value* is found in the United States Supreme Court decision in the *Cartwright* case:

> The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

United States v. Cartwright, 411 U. S. 546, 93 S. Ct. 1713, 1716-17, 36 L. Ed. 2d 528, 73-1 U.S. Tax Case. (CCH) ¶ 12,926 (1973) (quoting from U.S. Treasury regulations relating to Federal estate taxes, at 26 C.F.R. sec. 20.2031-1(b)).

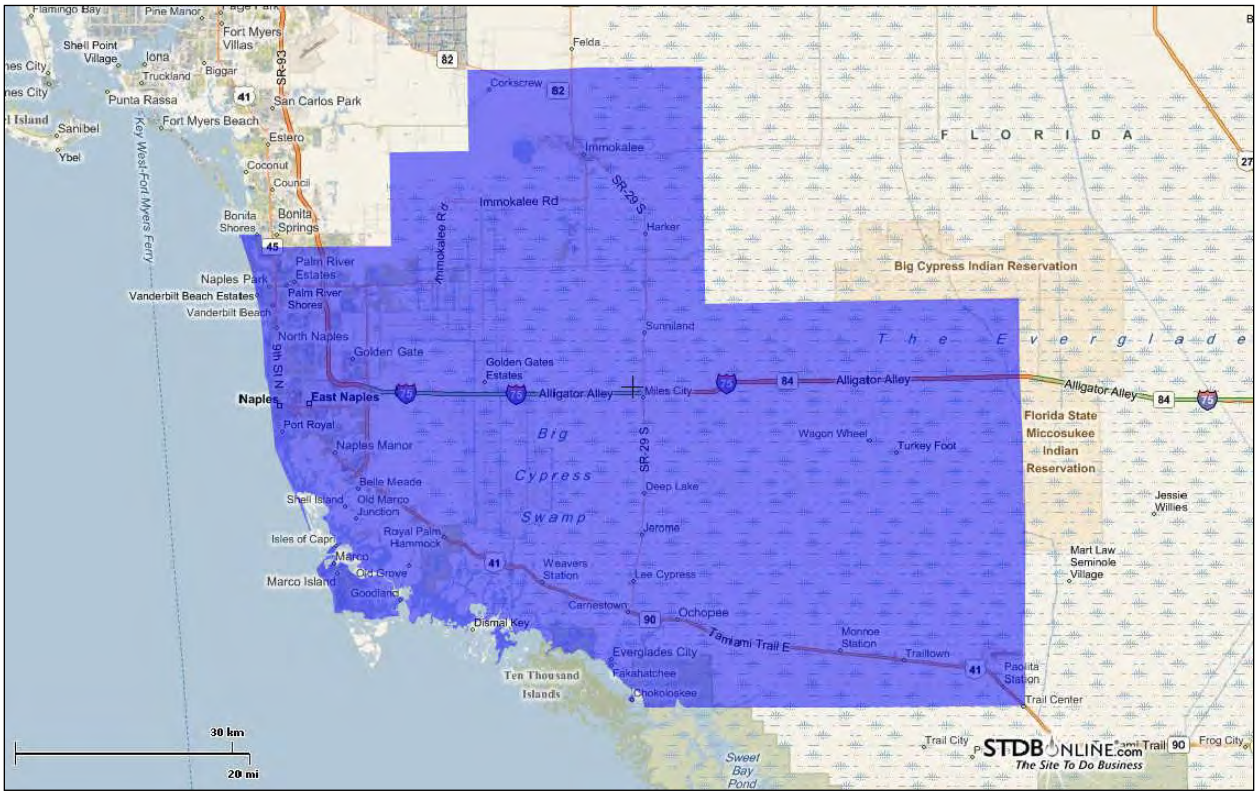
ASSUMED EXPOSURE TIME

The reasonable exposure time is assumed to have already occurred as of the appraisal effective date. The assumed reasonable exposure time was between 6 and 9 months.

AREA INFORMATION

COLLIER COUNTY ANALYSIS

An analysis of geography, transportation, population, employment, income, and education for Collier County is performed using data provided by Site to Do Business, Florida Office of Economic & Demographic, United States Department of Labor, all recognized source(s).



GEOGRAPHY

Collier County is the most southerly county on Florida's west coast offering mainland coastal development. Collier County is west of Ft. Lauderdale and south of Tampa. With 2,025 square miles of land area, it is the largest county in Florida. About 63% of the land area is in public ownership, is set aside for environmental preservation, or is scheduled for public land acquisition.

The region enjoys a climate that is classified as subtropical. Summers are relatively mild, and winters are usually frost free. A hard freeze is a rarity. The climate, especially in winter, is one that attracts and is enjoyable to most people.

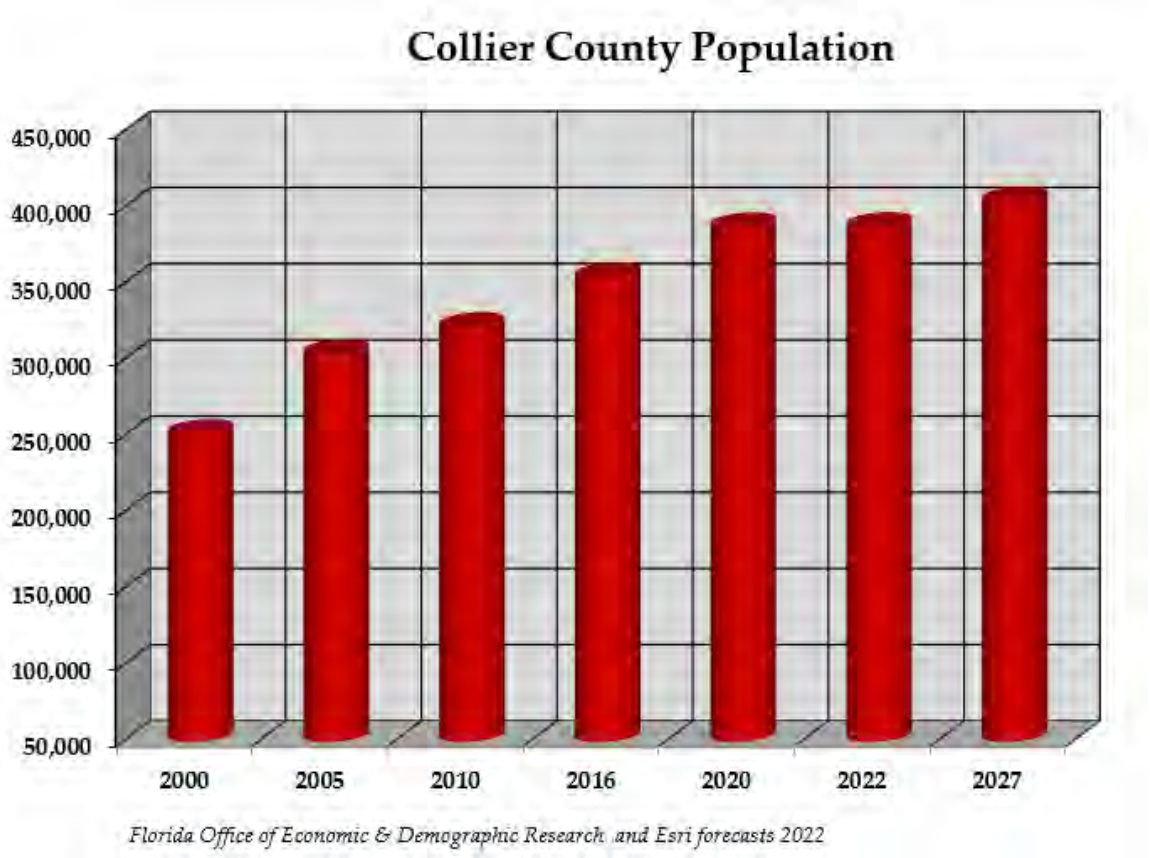
The geography of the area runs generally northwest and southeast as indicated by the trend of the coastline. Beaches extend from the northern county line south to Cape Romano and then, as the coastline trends further to the southeast, beaches give over to mangrove islands and swamps. Moving northeastward from the beaches, elevations increase very slowly. Most of the county is less than 15 feet above mean sea level. Although changes in elevation

are gradual, they are well defined by variations in vegetation. Much of the county is, or was once, wetland. The once plentiful marine resources are largely depleted, but still provide good sport fishing.

Population centers include the coastal communities of Naples, Marco Island and Everglades/Chokoloskee. Immokalee, the single large interior community, is in north Collier County and is the agricultural center of the region.

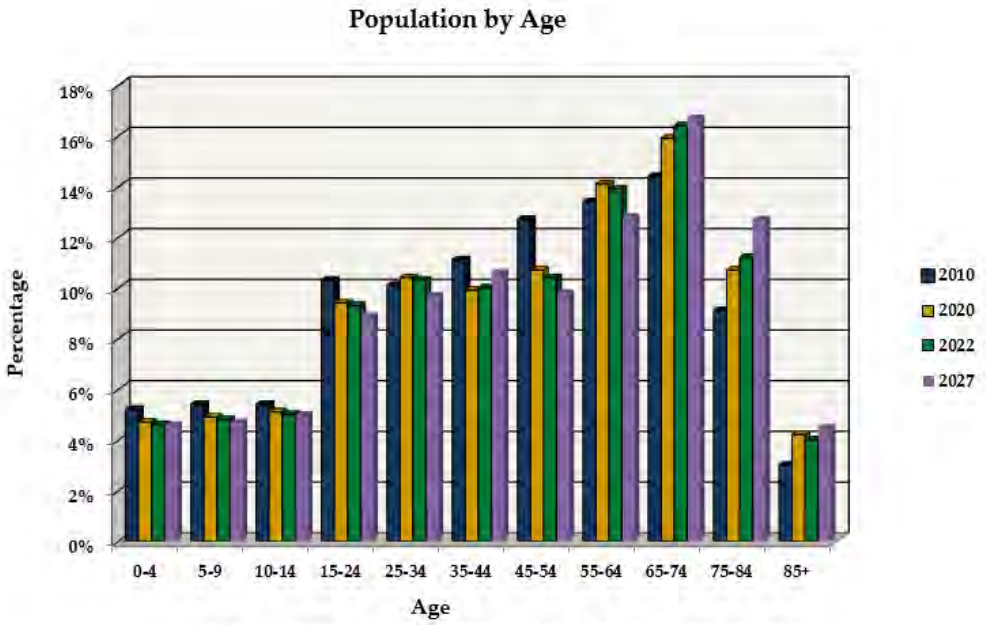
POPULATION

"The social forces studied by appraisers primarily relate to population characteristics. The demographic composition of the population reveals the potential demand for real estate, which makes the proper analysis and interpretation of demographic trends important in an appraiser's analysis." The total population, it's composition by age and gender, and the rate of household formation and dissolution strongly influence real property values. (*The Appraisal of Real Estate 14th Edition*)



Collier County's population has continued to increase year after year. The population has increased only 0.1% as of 2022 from 2020. The population forecasts through 2027 calls for a continued steady growth cycle with an estimated 4.4% population growth from 2022 to 2027.

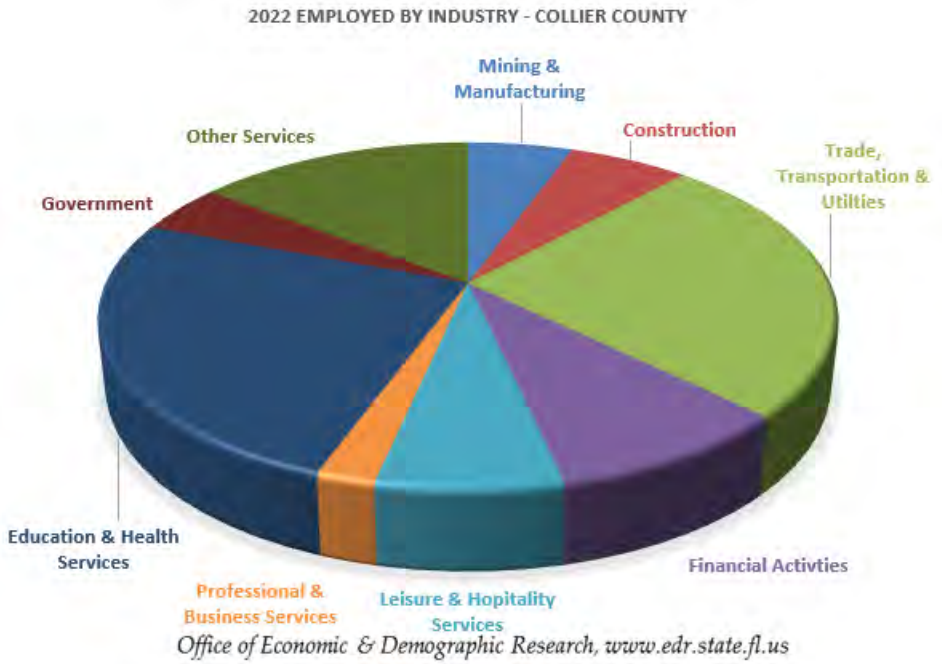
Collier County is a popular retirement destination. As of 2022, 55.9% of the County's residents are over the age of 45. The 2027 forecasts depict an aging community with 56.5% of the population 45 years of age or older.



U.S. Census Bureau, Census 2020 Summary File 1. Ersi forecasts for 2022 and 2027

EMPLOYMENT

Collier County is a largely service based economy with 32.1% of the employees in the leisure, hospitality, education, and health service industries and 26% in professional, business, financial and other services. Trade, transportation, & utilities along with government jobs account for 36.4% of the County's employees. Industries such as natural resources/mining, construction, and manufacturing make up only 5.5% of the market.



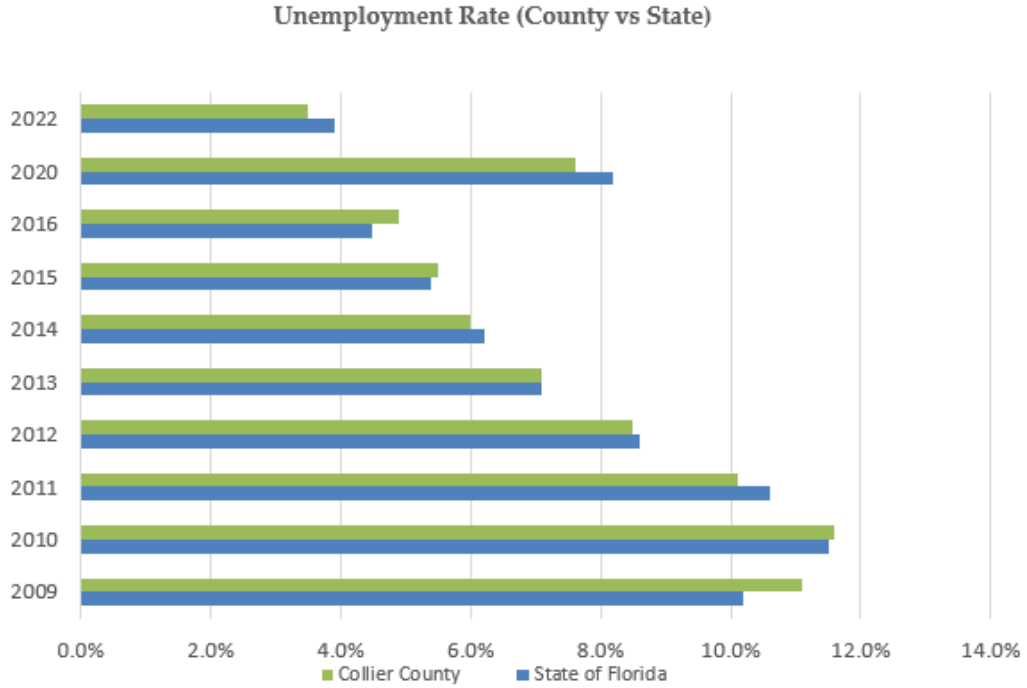
Office of Economic & Demographic Research, www.edr.state.fl.us

Top 10 Largest Employers SWFL-2022

Rank	Company	Employees
1	Lee Health	13595
2	Lee County School District	12936
3	Lee County Local Government	9038
4	Publix	8728
5	NCH Healthcare System	7017
6	Walmart	6516
7	Collier County School District	6422
8	Collier County Government	5000
9	Florida Gulf Coast University	3430
10	Arthrex, Inc	3000

*Source: SOUTHWEST FLORIDA ECONOMIC DEVELOPMENT ALLIANCE NOTE: * DATA AS RECENT AS 2018 Q3; ** DATA AS RECENT AS 2017*

The unemployment rate in Collier County exceeded the state average by a slight margin in the years 2015 and 2016. The unemployment rate then declined through 2020 as the economy improved and, until recently, Collier County's unemployment rates decreased more rapidly than the state.



United States Department of Labor/Bureau of Labor Statistics/LAU Statistics Map

INCOME

Collier County's per capita income and median household income levels are higher than state statistics. The most substantial difference between Collier County and the state is the large percentage difference in household incomes above $100,000 where Collier County exceeds the state by over 12%. Collier County's percentage household incomes ranging from $25,000 to $74,999 is slightly lower than the percentage of household incomes in the state, only mirroring that of the state at $75,000 to $99,000, and from there exceeding the percentage of the state. Income levels vary greatly within different areas of Collier County, and so will be discussed in greater detail in the Market Area descriptions.

TRANSPORTATION

The transportation system reflects local geography, population densities and the primary motivators of tourism, service industry employment, the construction industry, agriculture, and leisure activities.

ROADS

The earliest roads were coastal, extending from north to south in the early twentieth century with the first settlers. Principal among these is US-41, commonly referred to as the Tamiami Trail because it was built to connect Tampa and Miami. Where it passes through the coastal community US-41 is a four or six lane divided highway with landscaped medians, curb and gutter, streetlights and often with concrete sidewalks. The Trail is the principal coastal arterial and one that defines several important boundaries. Often there is a noticeable land value difference east and west of US-41 because the affluent coastal population prefers to shop and trade close to home. As the highway turns southeast from downtown Naples toward Miami the Trail defines the boundary of the coastal management zone which affects development densities and storm evacuation requirements. The eastern segment of US-41 is a designated national scenic highway popular with tourists, especially during the winter season as they seek adventure in the Everglades.

A system of asphalt surfaced arterials, major collectors, minor collectors, and neighborhood streets extend into the urban area east and west from US-41. North-south arterials and major collectors are established about one mile apart. From west to east, these include Goodlette-Frank Road, Airport-Pulling Road, Livingston Road, Santa Barbara Boulevard and Collier Boulevard. The east-west grid is spaced about two miles apart; from north to south being Immokalee Road (CR-864), Vanderbilt Beach Road (CR-862), Pine Ridge Road (CR-896), Golden Gate Parkway (CR-886), Radio Road (CR-856), Davis Boulevard (SR-84), and Rattlesnake Hammock Road (CR-864). Within the urban area all of these are at least 4 lane divided highways.

East of Collier Boulevard the road system reflects the economies of scale of Golden Gate Estates subdivision (the Estates) where 102 square miles of rural subdivision is supported by a grid system of paved and unpaved 2 lane streets, with 2 and 4 lane asphalt surfaced

major collectors. Golden Gate Boulevard, a 4-lane divided road for five of its eleven miles east of CR-951, is the principal east-west collector. Everglades Boulevard (2 lane and asphalt surfaced) is the north-south major collector extending south from Immokalee Road 14 miles to the grade separation at I-75 where it continues into the Picayune Strand State Forest. Most of the neighborhood streets in Golden Gate Estates are asphalt. Collier County is planning to extend east-west collectors through the Estates along the alignment of Vanderbilt Beach Road and somewhere south of Golden Gate Boulevard. A north-south connection is also planned from the eastern terminus of White Boulevard (Pine Ridge Road) north to Golden Gate Boulevard.

Interstate highway 75 (I-75) was extended from north to south through Collier County in the mid-1980s along a flood-proof route about five miles inland. Directly east of the City of Naples I-75 joins the original alignment of State Road 84 (Alligator Alley) connecting with Florida's east coast at Ft. Lauderdale. The coastal community I-75 interchanges are spaced three to four miles apart at Immokalee Road (CR-864), Pine Ridge Road (CR-896), Golden Gate Parkway (CR-886), and at Collier Boulevard/Davis Boulevard (CR-951/SR-84). Twenty-one miles east of the coastal community is an interchange at State Road 29; the last interchange in Collier County. Collier County and the FDOT continue to study the feasibility of an interchange at Everglades Boulevard.

The advent of I-75 signaled a change in the relationship of Collier County to the rest of Florida and the United States. While US-41 was the only north-south arterial, Collier County was dominated by the conservative mid-western influences of seasonal residents and somewhat isolated from the larger urban areas of Florida. After the late 1980s, road access to Collier was made much more convenient to the northeast via connections with I-4 and I-95. This had the effect of broadening Collier’s market exposure and it stimulated growth. The extension of I-75 south into Dade County promoted better access for European tourists and made Collier County transient lodging attractive for east coast weekenders.

Strategic connections exist where Collier Boulevard and CR-92 extend south and west from US-41 providing access to the City of Marco Island from the greater Naples area and from Florida's east coast, respectively. State Road 29 connects the southwest Florida agricultural center of Immokalee with points north, with the Naples coastal community via CR-846, with the Ft. Myers coastal community via SR-82, and with US-41 at Everglades City which is the western gateway to Everglades National Park and the 10,000 Islands region of Collier's southwest coast.

The road transportation system is well planned, well maintained, and operating at acceptable capacity. Ambitious road construction projects undertaken in anticipation of growth projections and funded by impact fees have caught up with development. The road system reflects Collier's position at the southerly limit of development on Florida's west coast.

MASS TRANSIT

Collier Area Transit (CAT), operated by Collier County Alternative Transportation Modes Department, provides inexpensive alternative transportation throughout the county linking major employment centers of Naples with Marco Island and Immokalee. There are several circulation routes with stops at the County government complex, hospitals, and major shopping establishments. The system accommodates bicycle transport and personal items.

The same County department administers the Collier Area Para Transit system which provides subsidized transportation services for the disabled and economically disadvantaged.

This is a successful and growing system that connects people with jobs, essential services, and shopping while reducing transportation costs and road congestion.

AIRPORTS

Collier County is supported by a system of five public airports. Southwest Florida International Airport (RSW) is located in Lee County 25 miles north of Naples; a 45-minute drive via I-75 from the Collier center of population. This facility serves the five county southwest Florida regions offering domestic and international air carrier service. It is modern, convenient, and has planned expansion to keep up with regional growth.

Naples Municipal Airport (APF) owned by the City of Naples and operated by the independently constituted Naples Airport Authority which derives its revenue principally from fuel sales. This small airport (about 1 sq. mi.) is located one mile east of downtown Naples. It serves the coastal community and is especially convenient to affluent residents who own private aircraft, to the corporate convention business of the large beachfront hotels, and to essential services like mosquito control, Emergency Medical Services (EMS), the Sheriff's office, and private air ambulance services. The two paved runways (5/23 @ 5,290' and 14/32 @ 5,000') will support jets including the G4 and Challenger series. Naples airport is tower controlled and fully certified for commercial operations and is home to several aircraft charter services and flight training schools. In 2005, Naples Municipal Airport accommodated 163,434 aircraft operations, a record high. Annual operations decreased by nearly 50% from 2005 to 2011. The total operations for 2020 were 104,479, which is a 5.2% increase from the previous year. Due to its downtown location, Naples airport has restricted operations of the noisiest jet aircraft and is at the leading edge of noise abatement measures.

The Collier County Airport Authority owns and operates airports at Marco Island, in Everglades City, and at Immokalee. These are primarily funded through fuel sales and hangar leases. Marco Island Airport (MKY) is a very small (64.47 acres) general aviation facility on the mainland four miles northeast of Marco Island. The single paved runway (17/35 @ 5,000') will support light jet traffic. Hanger and ramp space is very limited. Fuel is

available. This airport is convenient to Marco Island residents and to the corporate convention business of the Island hotels. Immokalee Regional Airport (IMM) is one mile east of Immokalee and 35 miles by road northeast of Naples. This 2 square mile airport has two paved 5,000-foot runways (18/36 and 09/27) a third diagonal runway is now used as a weekend drag racing strip. The airport is in the Florida Rural Enterprise Zone and a HUB Empowerment Zone. A 60-acre zone in and around the airport is a designated Foreign Trade Zone. To date, the economic potential of this airport is largely unrealized. However, the field is active as a training destination for coastal-based flight schools, it hosts aerial firefighting and crop-dusting operations, and it bases numerous private aircraft. The Everglades Airpark (X01) is a light duty general aviation facility of 29.14 acres that is within walking distance of downtown Everglades City. The single paved strip (15/33 @ 2,400') supports itinerant coastal traffic and half a dozen-based aircraft. Fuel, a comfortable pilot center and bicycles are available.

The aviation community Is well supported. The greater Naples area is the beneficiary of the winter season influx of corporate executives and affluent individuals who can afford luxury private jet travel.

MARINE TRANSPORTATION

There is no deep-water port and no commercial marine activity other than that associated with commercial fishing, charter sport fishing, and the marine towing services that support the pleasure boat industry. The controlling depth to the municipal dock in Naples Bay is six feet at mean low water. The US Coast Guard maintains a dredged and well-marked intracoastal waterway from the head of Naples Bay to Coon Key southeast of Marco Island. Local geography requires vessels northbound from Naples to transit 30 miles of the Gulf of Mexico before returning to the sheltered intracoastal system at Sanibel Island. According to the Marine Industries Association of Collier County, as of early 2018 there were 57,685 registered vessels in Southwest Florida. In 2022, Florida registered over 1 million recreational boats. Seasonally, excursions from Marco Island to Key West and from Ft. Myers Beach to Key West are scheduled daily.

EDUCATION

The Collier County School District provides public education to about 47,000 students encompassing grades K-12 and employs almost 7,000 people of which 3,200 are teachers. The district has 51 public schools consisting of 31 elementary, 10 middle, 8 high schools, one K-12 (Everglades City School), and 1 virtual school. There are also 12 alternative school programs and two technical colleges, Lorenzo Walker Technical College, and Immokalee Technical College, which offer short term and long-term training to adults and high school students.

Between 2015 and 2020, the school district had an overall population growth of more than 6,000 students but recently student population growth has leveled off and slightly

decreased. The student population is a diverse culture. 55% of students live in homes where English is not the first language. Students come from 76 different countries of origin and speak 104 different languages.

Collier County School District continues to receive an "A" grade by the State of Florida Department of Education. The district and all schools are accredited by the Southern Association of Colleges and Schools Council. Collier County is the leader in Florida in educational technology. It is also a leader in advanced educational programs, offering dual enrollment and Advance Placement courses, Cambridge Advanced International Certificate of Education and Laureate diplomas. Career training is available through 32 career academies.

In addition to the public-school system, there are numerous private schools throughout the county. Approximately, 16% of all K-12 students in Collier County are educated in private schools.

Collier County is also home to several colleges and accredited universities. Three colleges have campuses in Collier County: Ave Maria University, Keiser University and Florida Southwestern State College (formerly Edison Community College). Ave Maria University is a private catholic university that offers both undergraduate and graduate programs including a law school has around 1,245 students. Keiser University is a private university that offers both undergraduate and graduate programs to over 17,990 students throughout 20 campuses in Florida and an online learning program. Florida Southwestern State College with campuses in Naples, Punta Gorda, and Ft. Myers, offers both two-year and four-year degree programs for 14,714 students. Formerly located in Naples, now in Fort Myers, Hodges University is a private four-year college that offers bachelor's and master's degrees in 20 disciplines for around 1,676 students. Nearby Florida Gulf Coast University (located in southern Lee County) is one of the state's fastest growing institutions and home to over 16,000 students.

CONCLUSION

At the southerly limit of urban development on Florida's west coast, Collier County offers the climate, natural resources, and sporting opportunities to support a superb retirement community. The quality of infrastructure, schools, and social services is what one would expect of such an area. We are experiencing a surge in new development projected to take us through the next several years. In the long term, the attractions of the climate and location, and the stability of fixed-account affluence promise continuing prosperity although probably without the strong emphasis on new development.

MARKET AREA

Market Area is defined as:

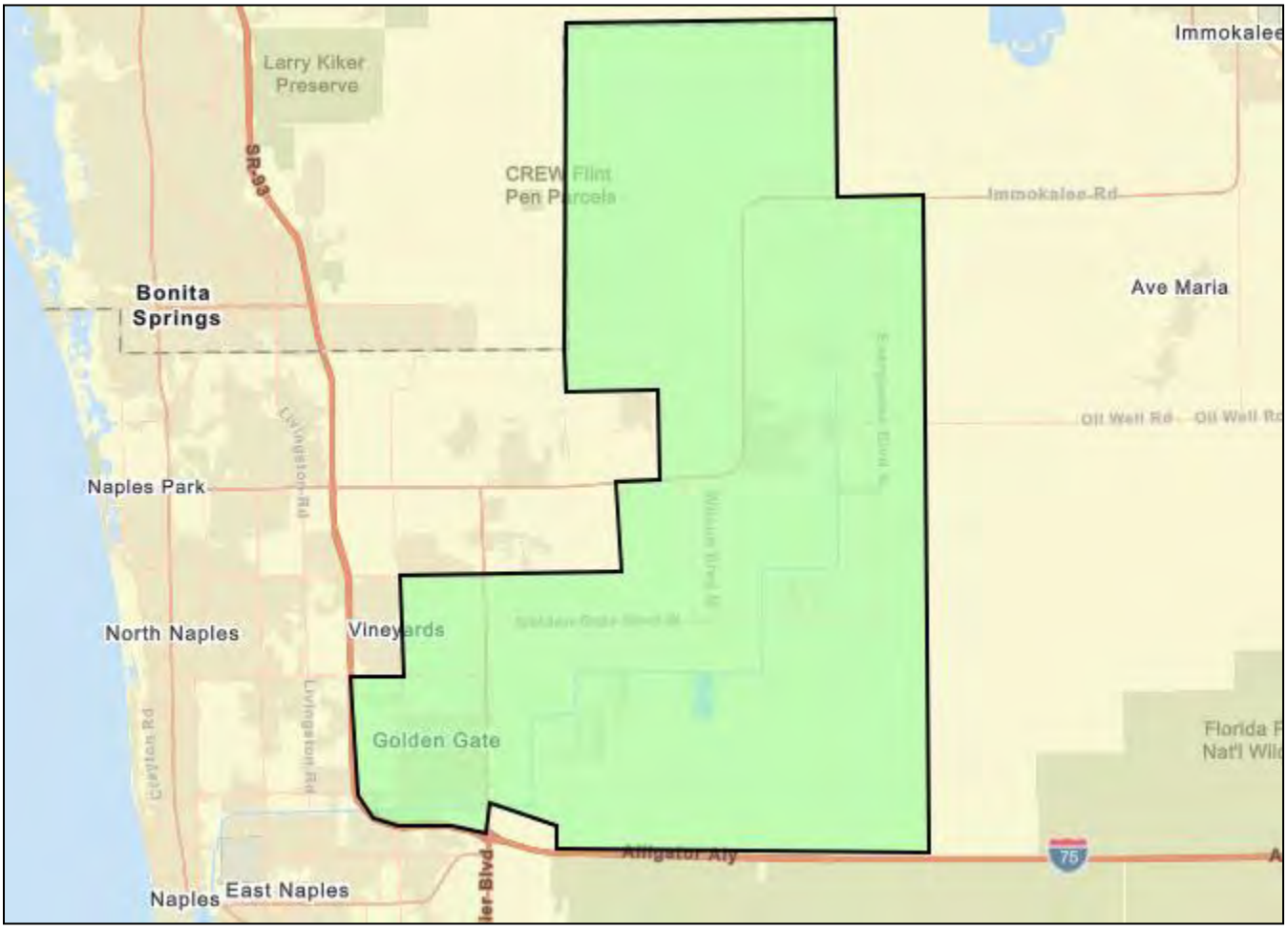
"The geographic region from which a majority of demand comes and in which the majority of competition is located." (*The Dictionary of Real Estate Appraisal 7th Edition*)

"A market area is defined in terms of the market for a specific category of real estate and thus is the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users." (*The Appraisal of Real Estate 15th Edition*)

A market area includes those surrounding land uses which impact the value of a property and it can encompass one or more neighborhoods or districts. An appraiser focuses on the market area in analyzing subject property value influences.

BOUNDARIES

The subject property is located within the Golden Gate area of Collier County. For appraisal purposes, the Golden Gate or market area boundaries are shown below:



Introduction

The portion of Golden Gate within this market area is approximately 157 square miles in size. Three separate land uses are worth noting. Golden Gate City, which is not incorporated, is a 4-square mile development of high residential density consisting of both single-family and multifamily units. Commercial services for this market area are centralized here. The rural estates consist of approximately 116 square miles and is zoned for estate living. This low-density development serves a rural lifestyle desired by many in the area. A third area, Orange Blossom PUD located on Immokalee Road, is a 4-square mile residential subdivision with commercial support near the Immokalee Road and Randall Boulevard intersection. It is approximately 80% developed with primarily single-family units. Collier County Fairgrounds, a high school, middle school, and elementary school are located here.

Demographics for Golden Gate City and rural estates will be discussed separately, where appropriate, Data for Orange Blossom PUD will be included in the rural estate's demographics.

Environmental Influences

This area is desired because of mild winter weather and rural lifestyle. Even though it is inland from the coast there is still easy access to miles of beaches. The Naples area is one of the very few in Florida that offers adequate public access to a mainland beach. The subtropical weather allows for year-round recreational opportunities. Boating, swimming, riding ATVs, and camping are popular activities. Bicycling, walking and jogging are supported by an extensive network of connected biking and walking paths. Multiple tennis and pickle ball courts are available, as well as fitness centers.

Golden Gate is known for its clean environment and healthy lifestyle. Residents are drawn to the rural estates because of wooded lots, native vegetation and abundance of wildlife. Agriculture uses are permitted; therefore, equestrian activities are common throughout the estates. Golden Gate City is an urban area served by county parks and a biking/walking path network.

Governmental Influences

This market area, including Golden Gate City, is governed by Collier County Board of County Commissioners which serves as chief legislative body and five constitutional officers: sheriff, clerk of courts, tax collector, supervisor of elections, and property appraiser. County government is managed by a strong county manager structure. Collier County provides services which range from average to high quality. However, Collier County is known for being a difficult county for building and development. The tax burden in Collier County is lower than the national average.

County government has zoning, and comprehensive plan ordinances designed to protect the character and values of property; to protect and enhance economic development; and to maintain and enhance the attractive nature of the area.

Public services include fire protection, solid waste disposal, potable water, sanitary sewer service and storm water drainage. In some areas of Golden Gate Estates where sanitary sewer is not available, septic systems are permitted. Public/private companies proved adequate services for electricity, cable, and internet. Community support facilities such as schools, parks, churches, shopping, and places of employment are all located within this market area.

Collier County Sheriff Department provides a full range of services for Collier County. According to the 2022 statistics listed by the Collier County Sheriff's Office, Collier County has one of the lowest crime rates in Florida. The county averages are representative of conditions in the Golden Gate area.

This market area is served by several arterial roadways. All are six-lane divided highways with landscaped medians. Improvements include street lighting and concrete curb and gutter. North-south arterial roadways include Santa Barbara Boulevard which connects Rattlesnake Hammock Road to Immokalee Road and Collier Boulevard (SR-951) which is a major arterial linking Marco Island in south Collier County with Immokalee Road near the north county line. Development along Collier Boulevard is a mixture of single/multi-family residential, office, light industrial, institutional, and retail.
The Collier Boulevard thoroughfare anchors a grid of arterial roads spaced about 2 miles apart, that serve the greater Naples coastal community which lies to the west and has direct access to I-75.

East-west arterials include Golden Gate Parkway, Pine Ridge Road, and Immokalee Road. Each one provides direct access to Interstate I-75. Development along Pine Ridge Road is mainly developed with single family homes and institutional uses. Golden Gate Parkway and Immokalee Roads have a mixture of single/multi-family residential, office, industrial, institutional, and retail uses. Another east-west arterial is Vanderbilt Beach Road which is a direct connection between the Golden Gate area and the Naples beaches. Construction has begun on the Vanderbilt Beach Road Extension, which will be extended to Wilson Boulevard.

Interstate I-75, which connects Collier County to both North Florida and Florida's east coast, serves this entire market area and access is provided by three interchanges.

The arterial road system is laid out in a grid pattern that provides adequate traffic flow to all areas of the county. Commercial development exists at every major intersection; but the intersections are designed with proper turns lanes and signaling to provide for adequate

traffic movement. The road network easily handles traffic demand in the off-season, May through December. Traffic more than doubles in January, February, March and April because of seasonal residents and tourists. Even with exceptionally heavy traffic, the road network usually handles peak traffic demand without major delays.

The rural estates are served by a grid of residential streets and collector roads. The residential streets, which are two-lane roads with open swales, are located every quarter mile. Most these roads are paved; however, some residential streets located along the eastern edge of this market area have yet to be improved. The residential streets feed into collector roads, which connect to the major arterial highway system. The collector roads include Santa Barbara Boulevard, Golden Gate Boulevard, Wilson Boulevard, Everglades Boulevard, Randall Boulevard and Oil Well Road. They are four to six-lanes in the more populated areas, transitioning to two-lanes in the eastern section of this market area.

Public transportation is provided by a county transit bus service.

Naples Municipal Airport is located outside the market area but is easily accessed by any resident of the area. The airport is City owned but operated by the independent Naples Airport Authority. It serves private and commercial aviation, as well as aviation related activities. It supports government services, such as, Mosquito Control District and Collier County Sheriff's aviation unit.

Located within the market area is the Paradise Sports Complex developed by Collier County. The 60+ acre site is designed with 19 fields to accommodate football, soccer, field hockey, lacrosse, baseball, and others. There is a 13-acre lake with a beachfront, food-truck area, a market space, a large lawn, a championship stadium with seating capacity for 3,500 and an indoor fieldhouse. The total budget for the project was approximately $80 million dollars. Adjacent to the Paradise Sports Complex will be the proposed Great Wolf Lodge South Florida which is projected to be completed in the spring/summer of 2024. The hotel is situated on 20 acres and will feature 500 family-friendly suites and an expansive 100,000-square-foot indoor water park.

Social Influences

Golden Gate City is a diverse community of entry level housing. Residents like the small town feel and consider it a safe place to raise a family. Residential is approximately 95% built out. Rural estates are attractive for their quiet country living while being in close proximity to all that the coastal community has to offer. Build out varies in the rural estates from 95% in the western portion of the market area to 40% or less in the southeastern location. Per US Census Bureau forecasts, the 2022 population is 78,769 with a projected growth to 81,893 (0.78% annual growth) by 2027. This area experiences a lower seasonal population increase during the winter months than other areas of Collier County.

The median age is 36.7 with 73.7% of the population being 54 and younger. The median household income is $83,679. 25.6% have a bachelor's or professional degree and 24.7% have some college education. There is an average degree of community involvement through civic organizations, neighborhood groups, social service organizations and political committees.

The Naples cost of living is 11.9% higher than the average cost of living in the United States. Conversely, Florida has a cost of living that is 1% higher than the US average. Of the 25 locations included in the Economic Policy Institute's dataset for Florida, Naples-Marco Island is the 21st most expensive. In Naples, housing is the category with the highest index (21% above national average), while taxes are the category with the lowest index (15% below national average). (Ref. Careertrends.com; cost of living analysis). Golden Gate has some of the highest density of affordable housing units in Collier County, but because of the high cost of living, home values can still be out of reach for many moving into Collier County.

One of the main driving forces impacting growth in this area is the quality of schools. This market area has 15 public schools: two high schools, three middle schools, nine elementary schools, and three Charter schools. In addition to the public school system, there are three, faith-based private schools.

Economic Influences

The population increased 20.07% over the last 12 years or 1,097 people per year. The population is forecasted to increase an additional 3.97% over the next five years for an average of 625 people per year. This trend is consistent with the past twenty years and should continue into the near future as buildout continues along the eastern edge of this market area. The residential population is dominated by working class and young professional residents. Comparatively, incomes within this market area are less than the county average.

Development trends:

Residential

This market area provides a large range in home values from entry level housing to million-dollar estates and is the greatest source of vacant residential lots in the county. Values in Golden Gate City should remain consistent subject only to general market trends. Values in the eastern rural estates will increase as buildout in the units closest to the coast continues.

The average home value in the market area is $384,105 which is considerably lower than the County's average home value of $567,449. The total number of households in the market area is 27,440, of which, 69.9% are owner occupied, 22.8% renter occupied and 7.3% vacant. Vacancy includes seasonal rentals.

Demographic and Income Profile

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

Summary	Census 2010	Census 2020	2022	2027
Population	65,603	76,814	78,769	81,893
Households	20,686	24,657	25,445	26,657
Families	16,441	-	20,032	20,963
Average Household Size	3.17	3.11	3.09	3.07
Owner Occupied Housing Units	14,627	-	19,181	20,466
Renter Occupied Housing Units	6,059	-	6,263	6,191
Median Age	34.6	-	36.7	37.6

Trends: 2022-2027 Annual Rate	Area	State	National
Population	0.78%	0.61%	0.25%
Households	0.93%	0.62%	0.31%
Families	0.91%	0.59%	0.28%
Owner HHs	1.31%	0.83%	0.53%
Median Household Income	4.18%	3.75%	3.12%

	2022		2027	
Households by Income	Number	Percent	Number	Percent
<$15,000	1,229	4.8%	876	3.3%
$15,000 - $24,999	1,119	4.4%	796	3.0%
$25,000 - $34,999	1,659	6.5%	1,379	5.2%
$35,000 - $49,999	2,554	10.0%	2,230	8.4%
$50,000 - $74,999	4,619	18.2%	3,658	13.7%
$75,000 - $99,999	3,703	14.6%	3,584	13.4%
$100,000 - $149,999	6,388	25.1%	8,322	31.2%
$150,000 - $199,999	2,305	9.1%	3,406	12.8%
$200,000+	1,868	7.3%	2,406	9.0%
Median Household Income	$83,679		$102,713	
Average Household Income	$105,424		$124,226	
Per Capita Income	$34,223		$40,693	

	Census 2010		2022		2027	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	4,921	7.5%	5,074	6.4%	5,291	6.5%
5 - 9	4,949	7.5%	5,351	6.8%	5,439	6.6%
10 - 14	5,294	8.1%	5,676	7.2%	5,878	7.2%
15 - 19	5,138	7.8%	5,111	6.5%	5,259	6.4%
20 - 24	4,232	6.5%	4,786	6.1%	4,442	5.4%
25 - 34	8,632	13.2%	11,602	14.7%	11,344	13.9%
35 - 44	10,262	15.6%	10,244	13.0%	11,793	14.4%
45 - 54	10,417	15.9%	10,264	13.0%	9,656	11.8%
55 - 64	6,320	9.6%	10,205	13.0%	10,092	12.3%
65 - 74	3,487	5.3%	6,659	8.5%	7,925	9.7%
75 - 84	1,597	2.4%	3,086	3.9%	3,837	4.7%
85+	355	0.5%	714	0.9%	937	1.1%

	Census 2010		Census 2020		2022		2027	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent	Number	Percent
White Alone	51,980	79.2%	38,769	50.5%	38,671	49.1%	37,370	45.6%
Black Alone	6,041	9.2%	6,545	8.5%	6,536	8.3%	6,541	8.0%
American Indian Alone	327	0.5%	601	0.8%	639	0.8%	697	0.9%
Asian Alone	721	1.1%	927	1.2%	963	1.2%	1,019	1.2%
Pacific Islander Alone	11	0.0%	17	0.0%	17	0.0%	17	0.0%
Some Other Race Alone	4,681	7.1%	10,218	13.3%	10,532	13.4%	11,498	14.0%
Two or More Races	1,843	2.8%	19,737	25.7%	21,411	27.2%	24,751	30.2%
Hispanic Origin (Any Race)	27,517	41.9%	35,803	46.6%	37,456	47.6%	40,417	49.4%

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

April 27, 2023

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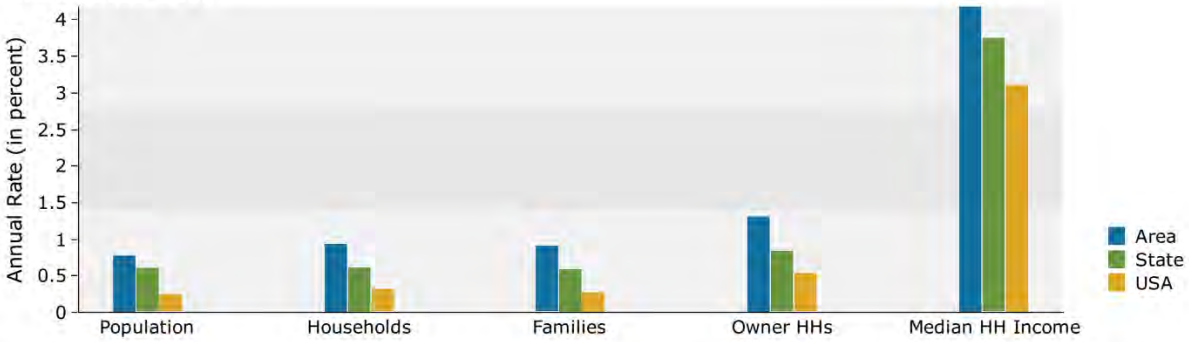
Demographic and Income Profile

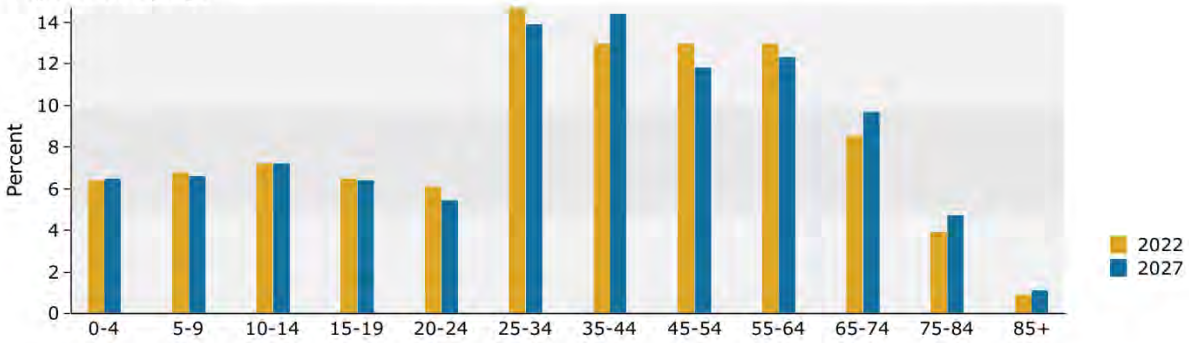
Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

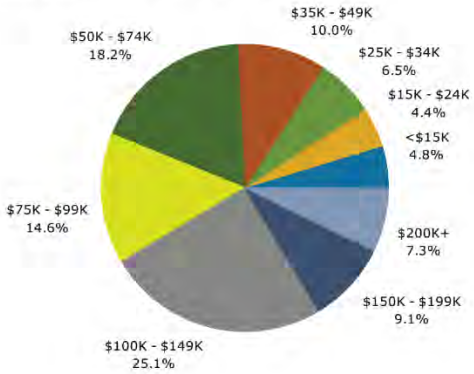
Trends 2022-2027



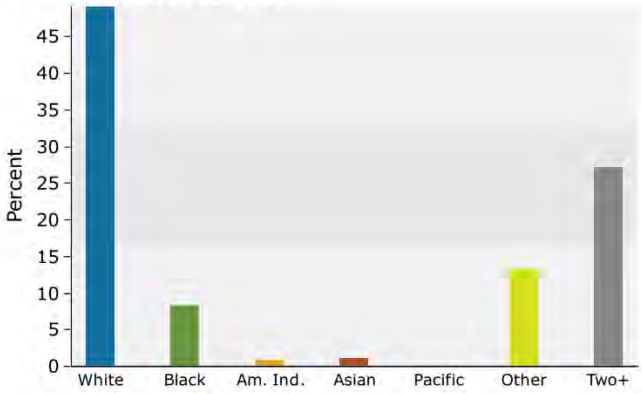
Population by Age



2022 Household Income



2022 Population by Race



2022 Percent Hispanic Origin:47.6%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

April 27, 2023

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Commercial

Commercial development can be categorized into four different groups. Primary commercial is in Golden Gate City. Second group is newer construction at the arterial road intersections. Third is neighborhood commercial within the rural estates. Fourth is the industrial commerce park near Collier Boulevard and the I-75 interchange.

Golden Gate City is the commercial center serving this market area. Santa Barbara Boulevard, north of Golden Gate Parkway, has a mixture of multi-family residential and commercial along the east side of the road. Commercial consists of older single story, single user buildings and 4 to 8 unit retail plazas. Businesses include daycare/ preschools, neighborhood food mart and gas stations, construction company offices, barber shops and beauty salons and small restaurants. Golden Gate Parkway has a mixture of multi-family and commercial development along both sides of the roadway. Newer commercial consists of CVS and Walgreens, carwashes, bank branches and national fast food restaurants. There are three older shopping centers, anchored by Winn Dixie and by Ace Hardware. Single story commercial structures and strip centers house neighborhood businesses such as barber shops and beauty salons, florists and jewelers; veterinary services and family medical clinics; and small locally-run restaurants and food marts. Several businesses consist of automotive support such as gas stations, oil chance and car washes. Professional services are primarily located in executive suites located near Santa Barbara Boulevard.

The Quality Inn Hotel & Golf Course located at the southwest corner of Golden Gate Parkway and Collier Boulevard was purchased by Collier County in 2019. A lease agreement was signed with BigShots Golf in May 2021 who planned to redevelop the 165 acres with a 12-hole public golf course and a BigShots entertainment facility. The project has still not yet broke ground.

Commercial frontage along the west side of Collier Boulevard south of Green Boulevard is very similar to commercial along Golden Gate Parkway in building size, age and use. The exception is that there is a greater density of national food chains. The second-tier commercial properties, without major road frontage, are developed with single story warehouse-type structures housing service-oriented businesses.

Newer commercial development is located along Collier Boulevard where it intersects Pine Ridge Road and Vanderbilt Beach Road. Each intersection has a shopping center anchored by either a Publix or Winn-Dixie supermarket. Out parcel development includes bank branches and gas station/convenience stores and national pharmacies.

Commercial development in the rural estates is limited because residents have orchestrated an ongoing effort to prohibit commercial development in the residential areas. The only neighborhood commercial locations are at the intersection of Wilson Boulevard and Golden

Gate Boulevard, Everglades Boulevard and Golden Gate Boulevard, and at Randall Boulevard and Immokalee Road.

The Randall Boulevard and Immokalee Road intersection is where the majority of commercial development is occurring. There is a Publix anchored shopping center on the east side of the road. Located along the western curve of Immokalee Road is approximately 50 acres that is current being developed and will be known as Randall at Orangetree. Upon completion, the development will include a 400-unit apartment complex and about 350,000 square feet of commercial space.

Industrial

Industrial/commercial developments are in the northeast quadrant of I-75 and Collier Boulevard interchange. White Lake Industrial Corp Park is one of Collier County's three primary industrial parks. The White Lake Industrial Park contains 144.4 acres and is approved for 7.80 acres of commercial and 77 acres of industrial. White Lake consists of newer, good quality flex and warehouse properties and it is home to some of the largest manufacturing facilities within the county. It is approximately 85-90% built-out.

City Gate Commerce Center contains 288 acres zoned for 2,950,000 S.F. of commercial, light industry, office, warehouse and distribution. The site has over 3,000 feet of frontage on Collier Boulevard where a gas station, a 102 room Spring Hill Marriott Hotel and a 100 room Fairfield Inn Marriott have been constructed. The Paradise Sports Complex was also recently completed. A developer (Uline) recently completed the development of a 936,950-square-foot Distribution Center on approximately 102.68 acres of land within City Gate. There is also an Amazon Distribution Center near the corner of Davis and Collier Blvd.

Medical

None of Collier County's major medical facilities are located within this market area. The only major medical center/hospital servicing this area is the Physicians Regional Medical Center located along Pine Ridge Road, just east of Interstate 75. This is a 201-bed facility and is one of the county's four major medical centers. The hospital offers a 24-hour emergency department that provides a full range of traditional emergency services. An additional NCH emergency room facility was completed at the northeast corner of Collier Boulevard and Immokalee Road. This is a two-story 19 room, state of the art emergency room with additional medical space for practicing physicians. The facility was built to help service the rural estates and all the new residential units being constructed along Collier Boulevard and Immokalee Road. Physicians Regional recently completed a similar facility at the southeast corner to serve all the new residential development along Immokalee Road and the Golden Gates Estates community. Encompass Health Rehabilitation Hospital of Naples is a recently completed 50-bed rehabilitation hospital along Collier Boulevard, north of Vanderbilt Beach Road.



Business Summary

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

Data for all businesses in area		
Total Businesses:	1,994	
Total Employees:	10,885	
Total Residential Population:	78,769	
Employee/Residential Population Ratio (per 100 Residents)	14	

	Businesses		Employees	
by SIC Codes	Number	Percent	Number	Percent
Agriculture & Mining	116	5.8%	667	6.1%
Construction	376	18.9%	1,569	14.4%
Manufacturing	20	1.0%	266	2.4%
Transportation	71	3.6%	273	2.5%
Communication	8	0.4%	57	0.5%
Utility	3	0.2%	18	0.2%
Wholesale Trade	44	2.2%	165	1.5%
Retail Trade Summary	287	14.4%	2,022	18.6%
Home Improvement	35	1.8%	145	1.3%
General Merchandise Stores	11	0.6%	49	0.5%
Food Stores	38	1.9%	503	4.6%
Auto Dealers, Gas Stations, Auto Aftermarket	20	1.0%	101	0.9%
Apparel & Accessory Stores	15	0.8%	44	0.4%
Furniture & Home Furnishings	23	1.2%	96	0.9%
Eating & Drinking Places	70	3.5%	694	6.4%
Miscellaneous Retail	75	3.8%	389	3.6%
Finance, Insurance, Real Estate Summary	139	7.0%	579	5.3%
Banks, Savings & Lending Institutions	22	1.1%	108	1.0%
Securities Brokers	18	0.9%	66	0.6%
Insurance Carriers & Agents	32	1.6%	87	0.8%
Real Estate, Holding, Other Investment Offices	67	3.4%	317	2.9%
Services Summary	692	34.7%	5,016	46.1%
Hotels & Lodging	3	0.2%	28	0.3%
Automotive Services	36	1.8%	112	1.0%
Motion Pictures & Amusements	46	2.3%	232	2.1%
Health Services	59	3.0%	936	8.6%
Legal Services	21	1.1%	160	1.5%
Education Institutions & Libraries	37	1.9%	1,709	15.7%
Other Services	490	24.6%	1,839	16.9%
Government	15	0.8%	223	2.0%
Unclassified Establishments	221	11.1%	29	0.3%
Totals	1,994	100.0%	10,885	100.0%

Source: Copyright 2022 Data Axle, Inc. All rights reserved. Esri Total Residential Population forecasts for 2022.
Date Note: Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

April 27, 2023

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Business Summary

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

by NAICS Codes	Businesses Number	Businesses Percent	Employees Number	Employees Percent
Agriculture, Forestry, Fishing & Hunting	7	0.4%	17	0.2%
Mining	2	0.1%	11	0.1%
Utilities	0	0.0%	1	0.0%
Construction	398	20.0%	1,629	15.0%
Manufacturing	29	1.5%	286	2.6%
Wholesale Trade	40	2.0%	159	1.5%
Retail Trade	204	10.2%	1,271	11.7%
Motor Vehicle & Parts Dealers	18	0.9%	86	0.8%
Furniture & Home Furnishings Stores	8	0.4%	22	0.2%
Electronics & Appliance Stores	8	0.4%	56	0.5%
Bldg Material & Garden Equipment & Supplies Dealers	35	1.8%	145	1.3%
Food & Beverage Stores	34	1.7%	473	4.3%
Health & Personal Care Stores	19	1.0%	280	2.6%
Gasoline Stations	1	0.1%	15	0.1%
Clothing & Clothing Accessories Stores	20	1.0%	54	0.5%
Sport Goods, Hobby, Book, & Music Stores	5	0.3%	13	0.1%
General Merchandise Stores	11	0.6%	49	0.5%
Miscellaneous Store Retailers	24	1.2%	74	0.7%
Nonstore Retailers	19	1.0%	5	0.0%
Transportation & Warehousing	67	3.4%	235	2.2%
Information	17	0.9%	95	0.9%
Finance & Insurance	73	3.7%	267	2.5%
Central Bank/Credit Intermediation & Related Activities	23	1.2%	113	1.0%
Securities, Commodity Contracts & Other Financial	18	0.9%	66	0.6%
Insurance Carriers & Related Activities; Funds, Trusts &	32	1.6%	87	0.8%
Real Estate, Rental & Leasing	67	3.4%	269	2.5%
Professional, Scientific & Tech Services	171	8.6%	741	6.8%
Legal Services	23	1.2%	164	1.5%
Management of Companies & Enterprises	6	0.3%	66	0.6%
Administrative & Support & Waste Management & Remediation	205	10.3%	938	8.6%
Educational Services	43	2.2%	1,717	15.8%
Health Care & Social Assistance	84	4.2%	1,167	10.7%
Arts, Entertainment & Recreation	38	1.9%	229	2.1%
Accommodation & Food Services	76	3.8%	745	6.8%
Accommodation	3	0.2%	28	0.3%
Food Services & Drinking Places	72	3.6%	717	6.6%
Other Services (except Public Administration)	232	11.6%	790	7.3%
Automotive Repair & Maintenance	25	1.3%	70	0.6%
Public Administration	15	0.8%	223	2.0%
Unclassified Establishments	221	11.1%	29	0.3%
Total	1,994	100.0%	10,885	100.0%

Source: Copyright 2022 Data Axle, Inc. All rights reserved. Esri Total Residential Population forecasts for 2022.
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April 27, 2023

Construction, education, and retail trade dominate the market area business sector.

MARKET AREA LIFE CYCLE

Market areas often pass through a four-stage life cycle of growth, stability, decline, and revitalization.

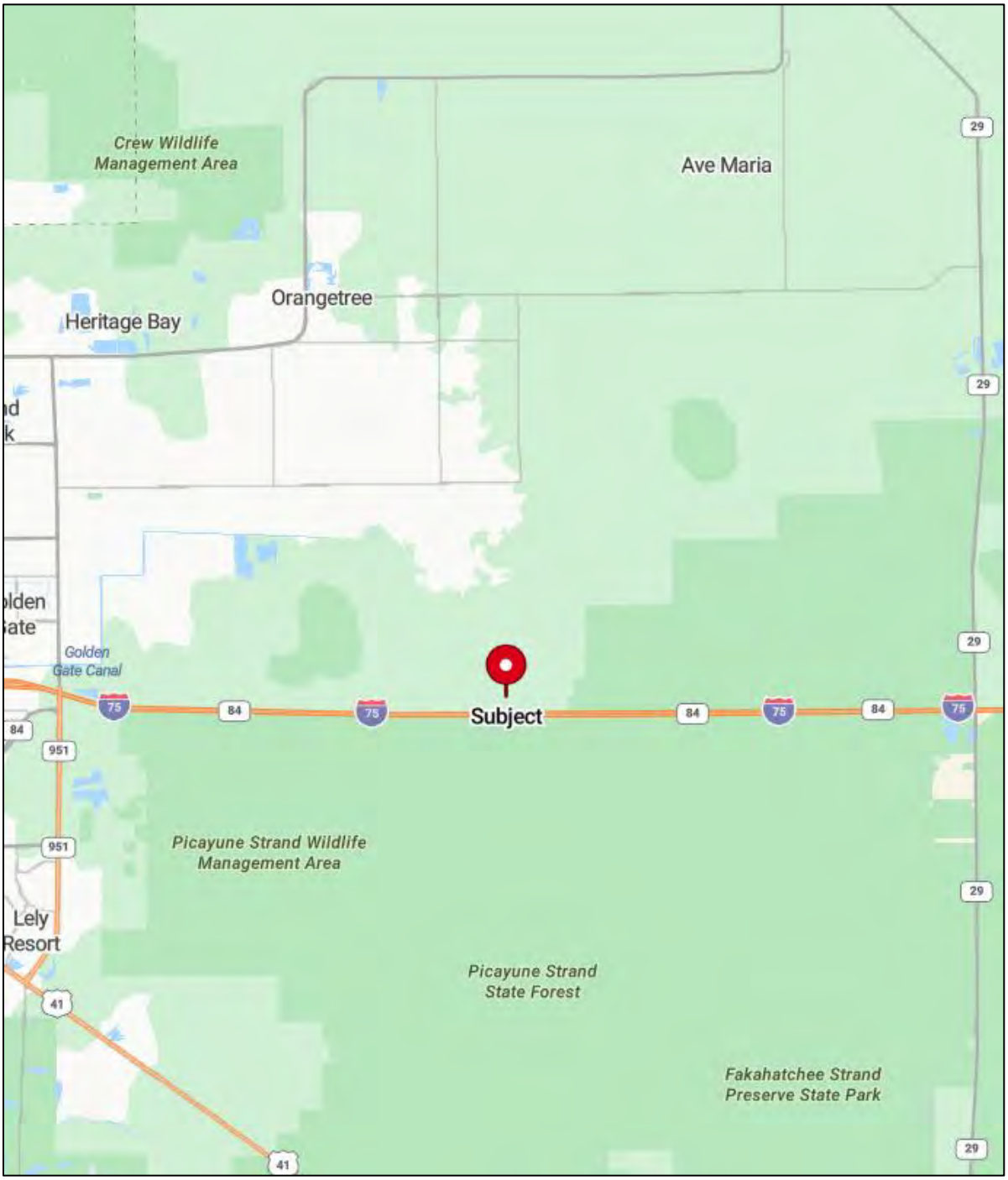
- **Growth – A period during which the market area gains public favor and acceptance.**
- **Stability – A period of equilibrium without marked gains or losses.**
- **Decline – A period of diminishing demand**
- **Revitalization – A period of renewal, redevelopment, modernization and increasing demand.**

Most of the real estate activity in Golden Gate reflects the growth cycle. The residential and commercial markets continue to be strong. The growth cycle is expected to continue into the near future. Because of the age of the structures, the western portion and the city center are just beginning to experience some revitalization.

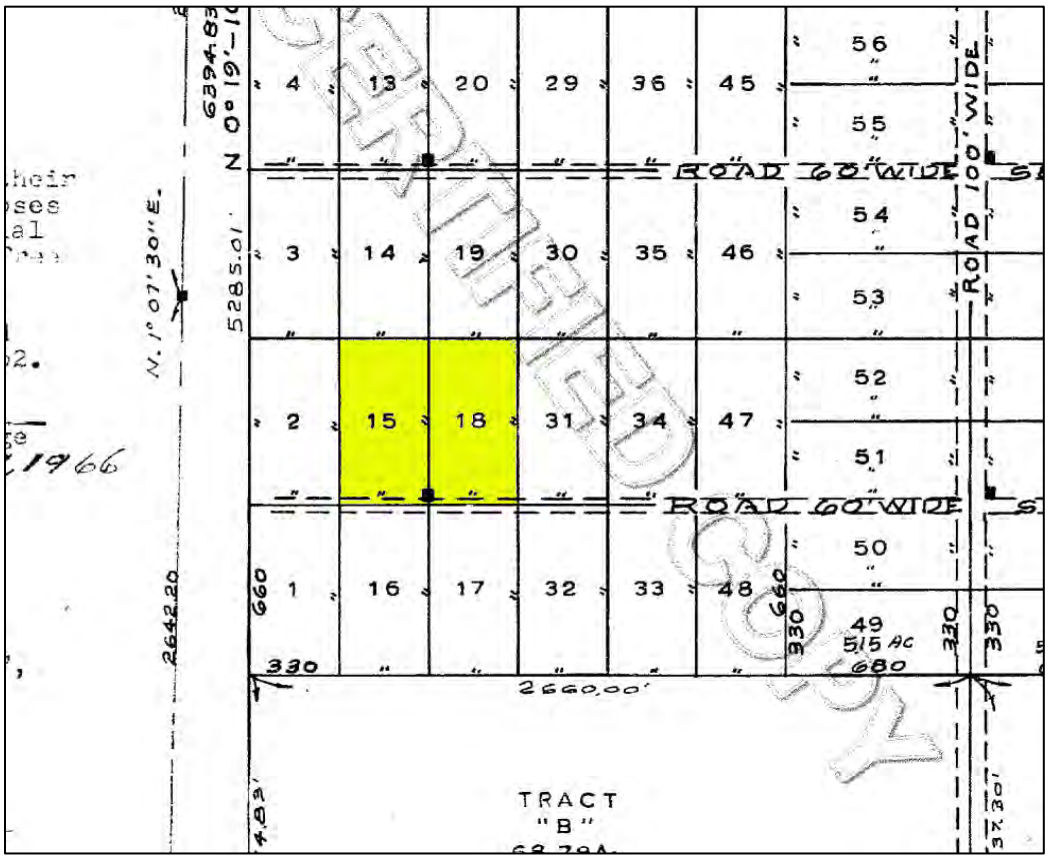
CONCLUSION

This continues to be one of the most affordable market areas in Collier County. The houses within the city center provide entry level housing and the rural area satisfies the desire for larger lot sizes and rural lifestyle. A well-designed road network provides easy access to jobs serving the coastal community; coastal beaches and water activities; entertainment endeavors; and commercial and medical services. This area appeals to a cross section of the population but primarily to working-class families. Development continues to push north and east where vacant lots still exist. Golden Gate will likely continue to enjoy a healthy growth while maintaining its affordability.

PROPERTY INFORMATION




40th AVE SE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ROAD 60' WIDE
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SITE DESCRIPTION	
Legal Description	All of Tract 15 and 18, Unit 91, Golden Gate Estates, according to the plat thereof, as recorded in Plat Book 5, Page 30, Public Records of Collier County, Florida.
Property ID#	41501440005
Owner of Record	Cypress Cove Conservancy, Inc.
Size	I was not provided with a boundary survey and therefore relied on the area from the Collier County Property Appraiser and the plat map. 10.00 gross acres
Easements	The subject is encumbered by a 30-foot-wide road right-of-way easement along the southern boundary for 40th Avenue SE. This is a perpetual, non-exclusive, road right-of way, drainage, and utility easements which preclude most all practical uses by the owner, but the areas within the easements can be utilized for density calculations. Such easements are typical of the area.
Shape	Square 660' x 660'
Frontage	The subject fronts along the north side of 40th Avenue SE for 660 feet.
Access	The subject is provided both physical and legal access from 40th Avenue SE. 40th Avenue SE is a 2-lane asphalt paved road extending east and west from Desoto Boulevard.
Topography	Based on my physical inspection, the property is generally level and slightly below road grade.
Ground Cover	The property is in its native state and has been selectively cleared. I was provided with a Conservation Collier Initial Criteria Screening Report dated August 3, 2022 (Revised August 26, 2022, February 7, 2024, and March 6, 2024). The report indicates that the land is covered in Cypress and Cypress/Tupelo Mixed. The canopy consists of cypress, cabbage palms, red maple, bay, slash pine, and laurel oak. The property consists of a mix of soil types including Boca, Riviera, Limestone, Substratum and Copeland Fine Sand, Depressional, a small portion of Hallandale and Boca Fine Sands, and Hallendale Fine Sand. The house and parking

	areas are constructed on a limestone base. Overall, the ground cover can be described as a rockland hammock.
Utilities	Electricity, telephone and TV cable are available. The property is currently serviced by well and septic.
Surrounding Land Uses	The subject is located approximately 0.32 miles west of Desoto Boulevard along the north side of 40th Avenue SE. The subject is surrounded to the north, south, east, and west by vacant land which is part of the Dr. Robert Gore III Preserve and owned by Collier County. The Picayune Strand State Preserve is only just across I-75 to the south, but access is circuitous being cut off by I-75.
Demographics (2023)	2 mile / 5 / 10 Population: 680 / 5,762 / 79,317 Households: 210 / 1,775 / 28,177 Median HH Income: $79,276 / $86,892 / $74,528 Median Home Value: $291,771 / $303,155 / $326,443
Site Improvements	Site improvements include a metal automatic gate, wooden boardwalk with railing that leads from the parking lot to the single-family residence, a 2,225 square foot wooden deck, gravel parking lots and paths, and average quality landscaping. The site improvements are in average to good condition.

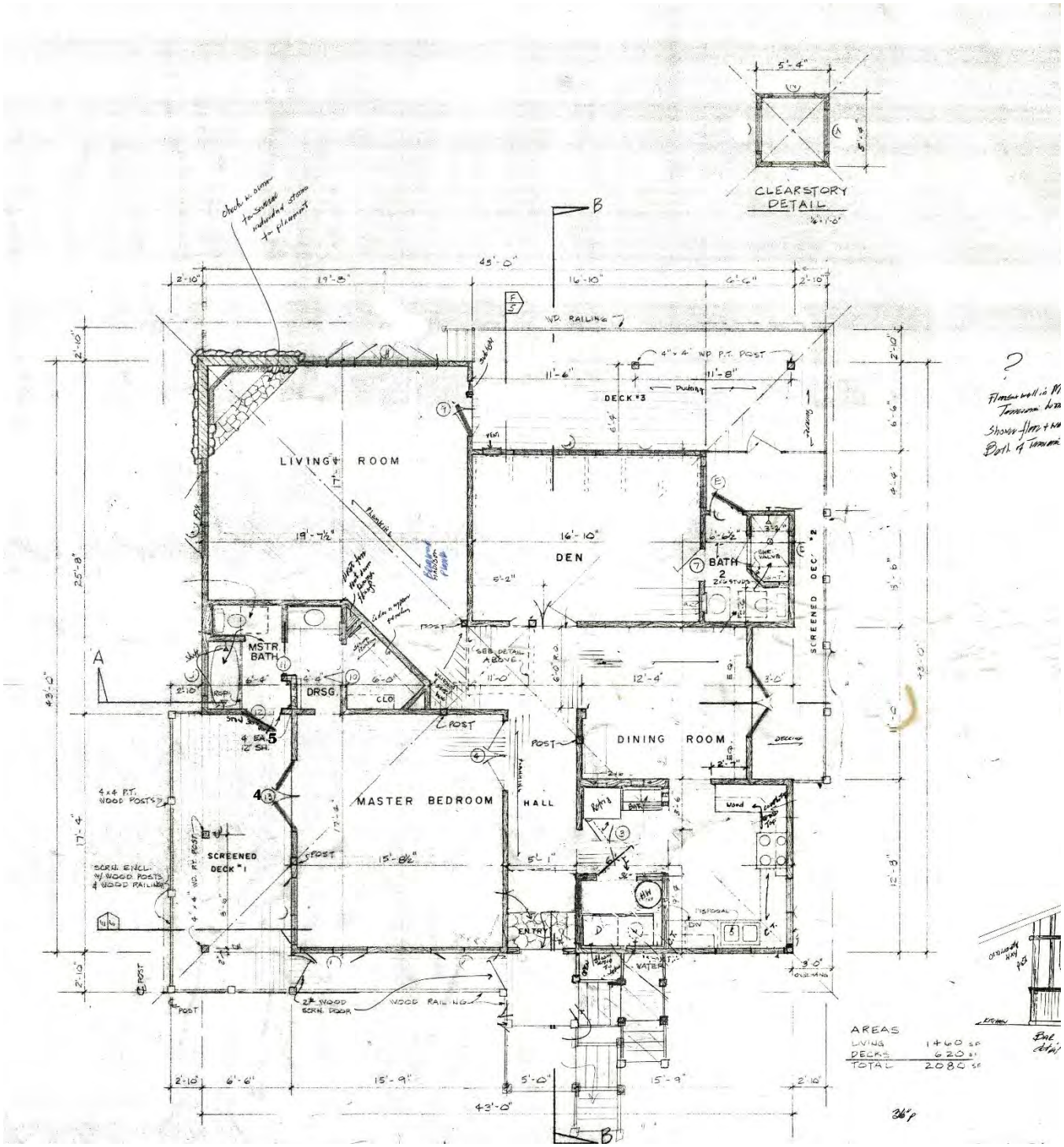
BUILDING DESCRIPTION	
Overview	The home was designed and built by Dr. Robert Gore III. The home was constructed of native materials and designed to create as little impact on the surrounding environment as possible.
Property Type	Residential – Single Family
Design	Custom
Construction Class	Class "D" – Wood Frame
ISO Class	ISO 1 – Frame
Construction Quality	Good
Building Area **(Source)**	Total Living Area: **1,549 Square Feet** (Collier County Property Appraiser)
Stories	2
Beds/Baths	2 Bedroom / 2 Bathrooms
Year Built **Actual Age** **Effective Age**	1988 36 Years 25 Years
Foundation	The entire structure is supported by 28, 10"×10" pressure treated wooden posts, anchored to 36"×36"×12" deep reinforced-concrete plinths poured above 6' deep back-filled gravel pads. This foundation design allows for ground water to percolate through both laterally and vertically without destroying the compaction required to support the structure.
Exterior Walls	Vertical-groove rough-sawn cedar boards.
Roof	Wood trusses supporting a steep hip roof of plywood decking finished with a metal roof cover including a cupola. The roof cover was replaced in 2020. The roof is also equipped with numerous skylights.
Windows	Aluminum Frame (Impact Glass)
HVAC	None
Garage	None
Pool / Spa	None
Appliances	Range Oven / Microwave / Refrigerator / Dishwasher / Washer & Dryer
Electrical	Typical System & Fixtures (Standard 110/220-volt service)
Plumbing	The home is designed with two bathrooms. The septic

	system is new and is adequate to accommodate an outdoor bathroom facility.
Interior Finishes	Most of the interior paneling is vertical-groove clear cypress with pecky-cypress used to finish the study. The dining room is the only room with drywall interior surfaces. The ceilings are also un-insulated vertical groove cypress. The floors throughout are Bruce Oak planking. The chimney and hearth are faced with native Florida limestone over a concrete block and firebrick structure. The kitchen and bathrooms are finished with wooden cabinets and quartz countertops. The bathrooms are finished with tile floors and walls over a waterproofing membrane. The overall quality of the interior finishes is considered good.
Design	The house is designed with a kitchen, primary bedroom with full bath, a study with extra full bath, a small dining room and a central living room with fireplace and covered wrap around porches on all sides of the home. All the rooms feed off of the modified dogtrot hallway entrance. This design along with the cathedral ceilings and central cupola allow for maximum ventilation, necessary since the house is not air-conditioned.
Additional Features	The home is designed with screened porches and wooden decks surrounding the home.
Construction Quality	Good
Condition	Overall, the home has been well maintained and is in good condition. The majority of the home has been updated/renovated over the past 3 to 4 years. Below is a list of the renovations provided by Shane Duff, President of Gore Nature Center. Shane said that that they have spent $300,000 to $350,000 on the renovations, which does not include any management/GC costs. • Septic System is brand new and engineered for 4 bathrooms to accommodate an outdoor ADA bathroom facility (to be built) • All cedar board and batten siding was repaired/replaced as needed and restrained • Roof is 4 years old • Windows and doors are all 4 years old - Aluminum

	PGT Impact • All outlets and switches have been replaced within the last 3 years • All interior and exterior lighting fixtures and fans have been replaced within the last 3 years • All toilets and sinks are less than 3 years old • All plumbing is PVC and PEX - much of the work is less than 6 years old • Stiebel on-demand tankless hot water heater is less than 1 year old • Washer/Dryer, Dishwasher, Refrigerator, and Oven are all brand new (2 years old and barely used) Samsung • All cabinets are brand new with quartz countertops - both are low maintenance and durable for use as community center • Joe Water Softener and Iron Breaker are 4 years old or less • Well pump is 1.5 years old and pressure tank is 8 months old • Decks have all been refreshed with all rotted boards replaced including a few joists • Aluminum screening framework replaced off the classroom • All hardwood floors have been refinished • Shower off the office was completely remodeled and Schluter waterproofing membrane was used on the floor and walls - top quality installation • The fireplace was completed repointed and inspected to be in safe working condition as of 2021 Overall, the structure is in good condition.
Excess Land	The single-family residence is located in the middle of the site, however based on the position of the improvements there is additional land on the east and west sides to create legal lots with a minimum width of 150 feet. Based on my estimations there is approximately 5.30 acres of excess land that could be used to expand the existing improvements of that could be sold off to a third party. The 5.30 acres consist of a 2.27-acre parcel (150'x660') located along the west side of the property and a 3.03 acre parcel (200'x660') located along the east side of the property. A depiction of the excess

	land is included in the addendum of the report. The site area associated with the single-family residence is 4.70 acres.

FLOOR PLAN


CLEARSTORY DETAIL
LIVING ROOM
DEN
DECK #3
BATH 2
MSTR BATH
DRSG.
MASTER BEDROOM
HALL
DINING ROOM
SCREENED DECK #1
SCREENED DECK #2
ENTRY
AREAS
LIVING 1460 SF
DECKS 620 SF
TOTAL 2080 SF

SUBJECT PHOTOGRAPHS



View to the west along 40th Avenue SE.
(Photo Taken August 2, 2024)



View to the east along 40th Avenue SE.
(Photo Taken August 2, 2024)



View to the north from 40th Avenue SE.
(Photo Taken August 2, 2024)



View to the gravel parking lot.
(Photo Taken August 2, 2024)



View of the front yard.
(Photo Taken August 2, 2024)



View to the northeast of the home.
(Photo Taken August 2, 2024)



View of the south and west sides of the house.
(Photo Taken August 2, 2024)



View of the boardwalk.
(Photo Taken August 2, 2024)



View along the east side of the house.
(Photo Taken August 2, 2024)



View along the south and east side of the house.
(Photo Taken August 2, 2024)



View along the west side of the house.
(Photo Taken August 2, 2024)



View of the north side of the house.
(Photo Taken August 2, 2024)



View of the foundation.
(Photo Taken August 2, 2024)



View of the foundation.
(Photo Taken August 2, 2024)



View of the entry.
(Photo Taken August 2, 2024)



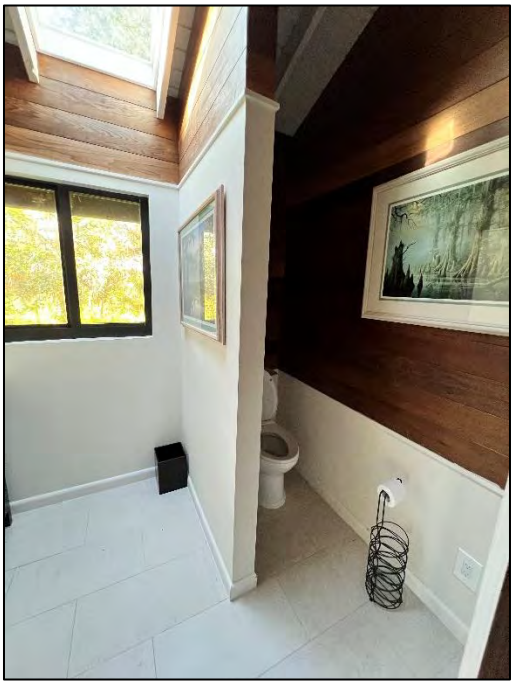
View of the primary bedroom.
(Photo Taken August 2, 2024)



View of the primary bathroom.
(Photo Taken August 2, 2024)



View of the primary bathroom.
(Photo Taken August 2, 2024)



View of the primary bathroom.
(Photo Taken August 2, 2024)



View of the living room.
(Photo Taken August 2, 2024)



View of the fireplace.
(Photo Taken August 2, 2024)



View of the living room.
(Photo Taken August 2, 2024)



View of the guest bedroom.
(Photo Taken August 2, 2024)



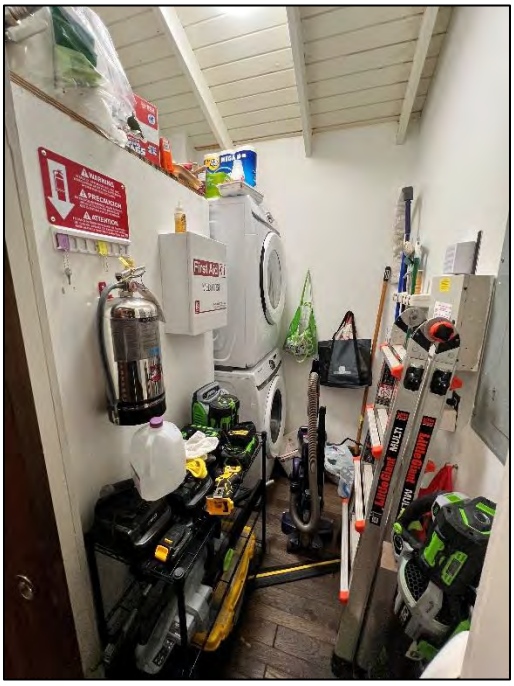
View of the guest bathroom.
(Photo Taken August 2, 2024)



View of the dining room.
(Photo Taken August 2, 2024)



View of the kitchen.
(Photo Taken August 2, 2024)



View of the laundry room.
(Photo Taken August 2, 2024)



View of the screened deck.
(Photo Taken August 2, 2024)



View to east from the boardwalk.
(Photo Taken August 2, 2024)



View to the northeast from the boardwalk.
(Photo Taken August 2, 2024)



View to the north from the northside of the house.
(Photo Taken August 2, 2024)

ENVIRONMENTAL CONTAMINATION	
Observed Contamination	None
Noted Concerns	None
Environmental Assessment Available	No
Impact on Value	None
Disclaimer	Unless otherwise stated in this report, the existence of hazardous substances or environmental conditions including but not limited to asbestos, polychlorinated biphenyls, petroleum leakage, agricultural chemicals, urea formaldehyde insulation, lead paint, toxic mold, et cetera, which might or might not be present in or on the property were not called to the attention of the appraiser. Such tests were not in the appraiser's required scope of work, the appraiser is not qualified to test for such substances and conditions and the appraiser is not qualified to render professional opinions in this specialty area. No responsibility is assumed for any such conditions that might exist, or for the knowledge and expertise required to discover them.

NATURAL RESOURCE CONCERNS	
Condition of Subject	The property is in its native state and has been selectively cleared. I was provided with a Conservation Collier Initial Criteria Screening Report dated August 3, 2022 (Revised August 26, 2022, February 7, 2024, and March 6, 2024). The report indicates that the land is covered in Cypress and Cypress/Tupelo Mixed. The majority of the property is wetlands. The parcel is within the Dr. Robert Gore III Preserve and as a result of regional connectivity, the Florida panther, Florida black bear, wild turkey, white-tailed deer, spotted skunk, bobcat, grey fox, red-headed woodpeckers, and coyote are commonly sighted on the wildlife cameras located throughout the existing Gore Preserve lands. It is reasonable that the subject parcel would provide similar habitat for species observed on preserve lands. All plant and animal communities are of interest and concern. To a greater or lesser degree depending on the species and the quality of habitat they occupy, plants and animals inhabiting the property will invoke some level of scrutiny and will result in some cost during the permitting process.
Natural Resource Audits Available	No
Impact on Value	N/A
Disclaimer	Specialized natural resource audits were not in the appraiser's required scope of work, the appraiser is not qualified to conduct such audits and the appraiser is not qualified to render professional opinions in this specialty area. No responsibility is assumed for any extraordinary natural resource concerns, or for the knowledge and expertise required to discover them.

Initial Criteria Screening Report- Gore TPMA
Owner Names: multiple

Folio Number: multiple
Date: August 3, 2022 (Revised 8/26/22, 2/26/24, and 3/6/24)

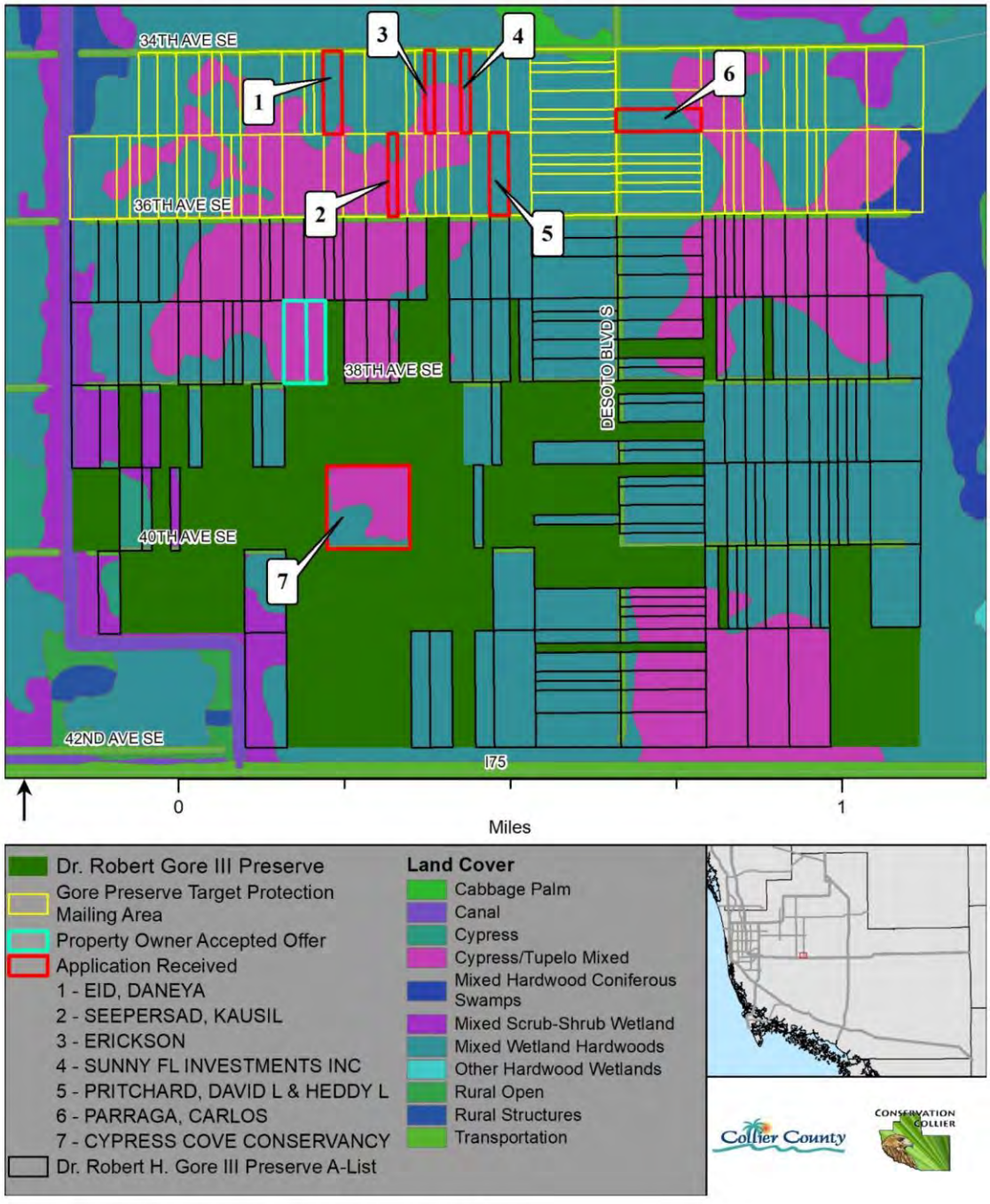
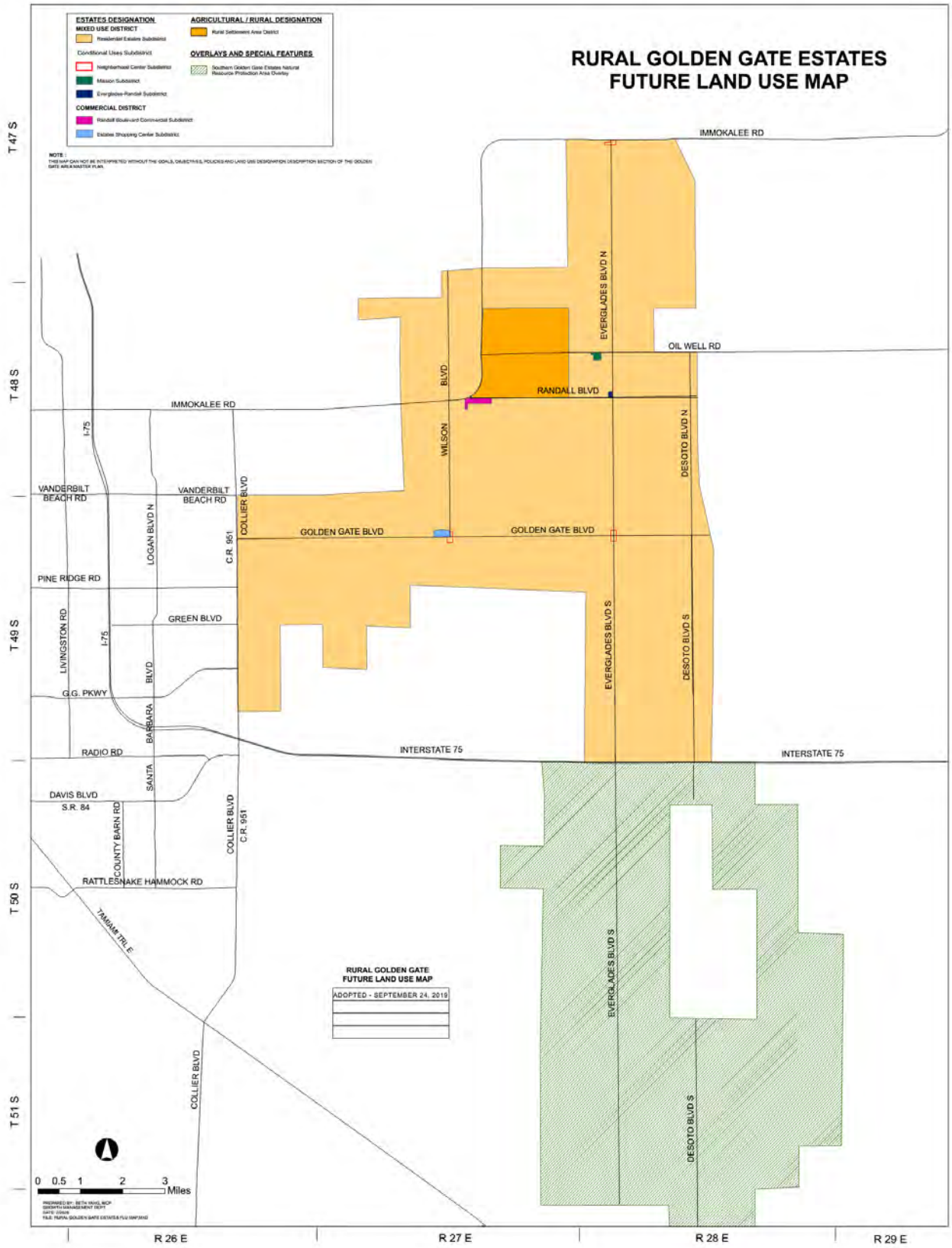
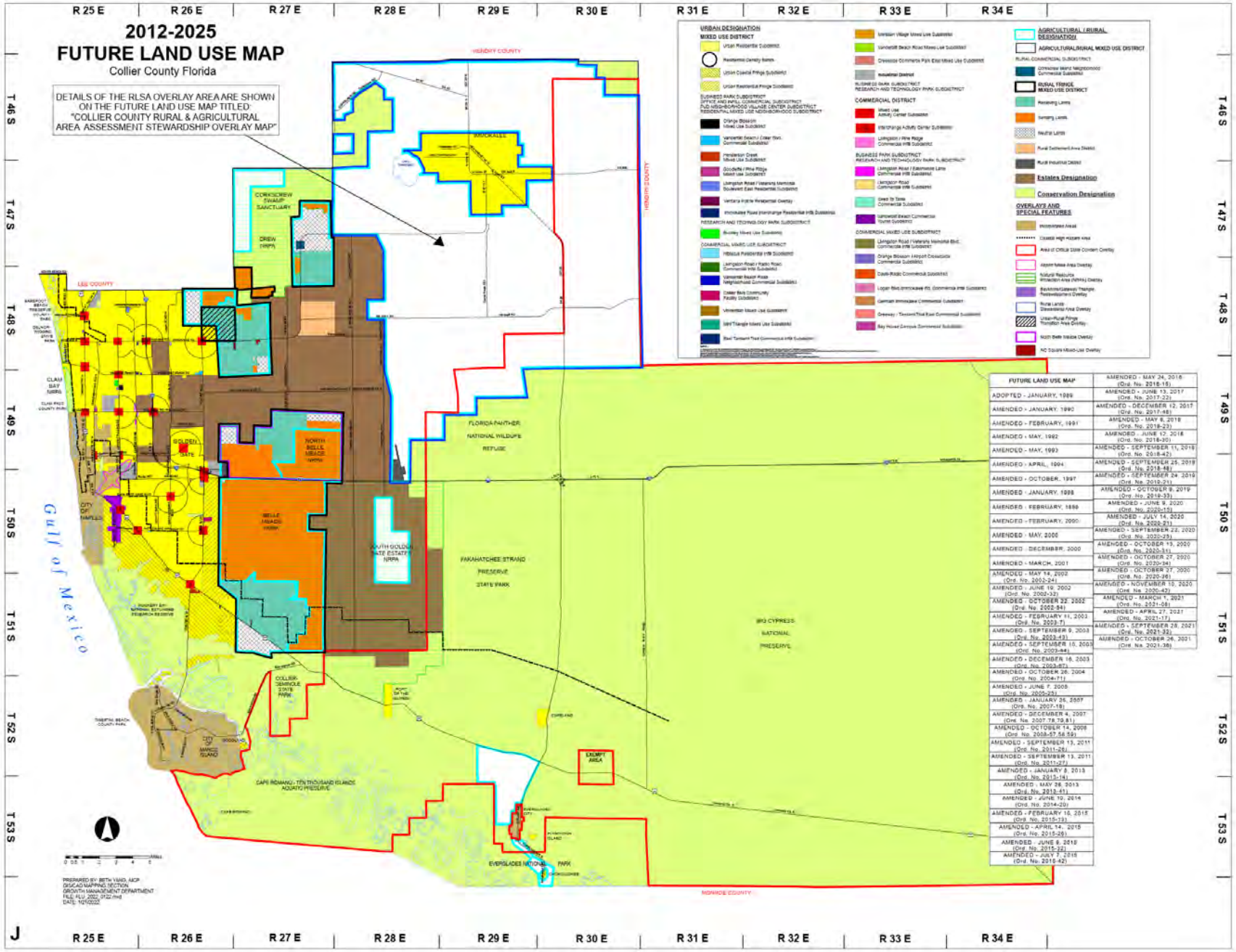


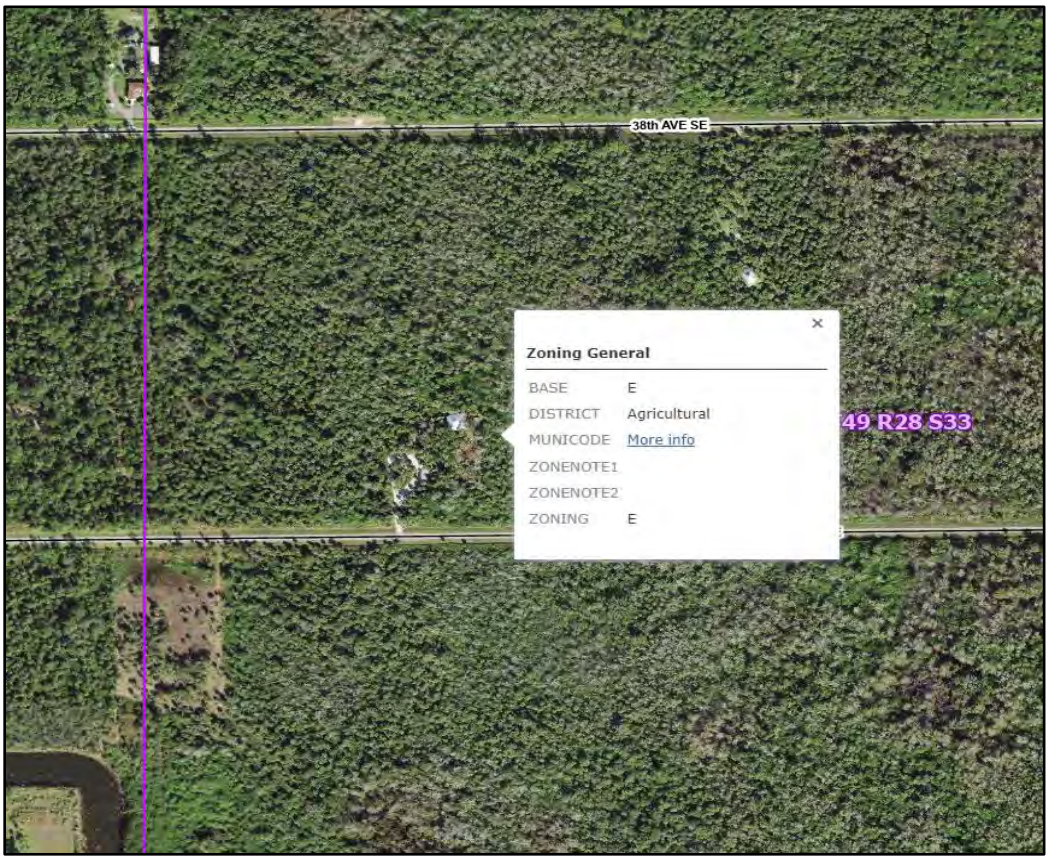
Figure 6 - Florida Cooperative Land Cover Classification System

FUTURE LAND USE	
Ordinance or Plan	Collier County Growth Management Plan (GMP) Golden Gate Area Master Plan (GGAMP)
Future Land Use Designation	Estates Designation
Purpose of Designation	The **Estates Land Use Designation** encompasses lands which are already subdivided into semi-rural residential parcels (2.25 acres as an average) essentially consisting of the Golden Gate Estates Subdivision. The area is identified as having potential for population growth far removed from supportive services and facilities. Expansion of the area shall be discouraged. Refer to the Golden Gate Area Master Plan for siting criteria and development standards for specific land uses.


RURAL GOLDEN GATE ESTATES
FUTURE LAND USE MAP
ESTATES DESIGNATION
MIXED USE DISTRICT
Residential Estates Subdistrict
Conditional Uses Subdistrict
Neighborhood Center Subdistrict
Mission Subdistrict
Everglades-Randall Subdistrict
COMMERCIAL DISTRICT
Randall Boulevard Commercial Subdistrict
Estates Shopping Center Subdistrict
AGRICULTURAL / RURAL DESIGNATION
Rural Settlement Area District
OVERLAYS AND SPECIAL FEATURES
Southern Golden Gate Estates Natural Resource Protection Area Overlay
NOTE :
THIS MAP CAN NOT BE INTERPRETED WITHOUT THE GOALS, OBJECTIVES, POLICIES AND LAND USE DESIGNATION DESCRIPTION SECTION OF THE GOLDEN GATE AREA MASTER PLAN.
IMMOKALEE RD
OIL WELL RD
RANDALL BLVD
EVERGLADES BLVD N
DESOTO BLVD N
WILSON BLVD
VANDERBILT BEACH RD
COLLIER BLVD
C.R. 951
GOLDEN GATE BLVD
LOGAN BLVD N
PINE RIDGE RD
GREEN BLVD
LIVINGSTON RD
I-75
BARBARA BLVD
G.G. PKWY
RADIO RD
INTERSTATE 75
SANTA
DAVIS BLVD
S.R. 84
COUNTY BARN RD
RATTLESNAKE HAMMOCK RD
TAMIAMI TRL E
EVERGLADES BLVD S
DESOTO BLVD S
T 47 S
T 48 S
T 49 S
T 50 S
T 51 S
R 26 E
R 27 E
R 28 E
R 29 E
0 0.5 1 2 3 Miles
RURAL GOLDEN GATE
FUTURE LAND USE MAP
ADOPTED - SEPTEMBER 24, 2019


2012-2025
FUTURE LAND USE MAP
Collier County Florida
DETAILS OF THE RLSA OVERLAY AREA ARE SHOWN ON THE FUTURE LAND USE MAP TITLED: "COLLIER COUNTY RURAL & AGRICULTURAL AREA ASSESSMENT STEWARDSHIP OVERLAY MAP"
R 25 E
R 26 E
R 27 E
R 28 E
R 29 E
R 30 E
R 31 E
R 32 E
R 33 E
R 34 E
T 46 S
T 47 S
T 48 S
T 49 S
T 50 S
T 51 S
T 52 S
T 53 S
HENDRY COUNTY
LEE COUNTY
MONROE COUNTY
Gulf of Mexico
FLORIDA PANTHER NATIONAL WILDLIFE REFUGE
FAKAHATCHEE STRAND PRESERVE STATE PARK
BIG CYPRESS NATIONAL PRESERVE
EVERGLADES NATIONAL PARK
CAPE ROMANO - TEN THOUSAND ISLANDS AQUATIC PRESERVE
EXEMPT AREA
FUTURE LAND USE MAP
ADOPTED - JANUARY, 1989
AMENDED - JANUARY, 1990
AMENDED - FEBRUARY, 1991
AMENDED - MAY, 1992
AMENDED - MAY, 1993
AMENDED - APRIL, 1994
AMENDED - OCTOBER, 1997
AMENDED - JANUARY, 1998
AMENDED - FEBRUARY, 1999
AMENDED - FEBRUARY, 2000
AMENDED - MAY, 2000
AMENDED - DECEMBER, 2000
AMENDED - MARCH, 2001
AMENDED - MAY 14, 2002 (Ord. No. 2002-24)
AMENDED - JUNE 19, 2002 (Ord. No. 2002-32)
AMENDED - OCTOBER 22, 2002 (Ord. No. 2002-64)
AMENDED - FEBRUARY 11, 2003 (Ord. No. 2003-7)
AMENDED - SEPTEMBER 9, 2003 (Ord. No. 2003-43)
AMENDED - SEPTEMBER 10, 2003 (Ord. No. 2003-44)
AMENDED - DECEMBER 16, 2003 (Ord. No. 2003-67)
AMENDED - OCTOBER 26, 2004 (Ord. No. 2004-71)
AMENDED - JUNE 7, 2005 (Ord. No. 2005-25)
AMENDED - JANUARY 26, 2007 (Ord. No. 2007-18)
AMENDED - DECEMBER 4, 2007 (Ord. No. 2007-78,79,81)
AMENDED - OCTOBER 14, 2008 (Ord. No. 2008-57,58,59)
AMENDED - SEPTEMBER 13, 2011 (Ord. No. 2011-26)
AMENDED - SEPTEMBER 13, 2011 (Ord. No. 2011-27)
AMENDED - JANUARY 8, 2013 (Ord. No. 2013-1A)
AMENDED - MAY 28, 2013 (Ord. No. 2013-41)
AMENDED - JUNE 10, 2014 (Ord. No. 2014-20)
AMENDED - FEBRUARY 10, 2015 (Ord. No. 2015-13)
AMENDED - APRIL 14, 2015 (Ord. No. 2015-26)
AMENDED - JUNE 9, 2015 (Ord. No. 2015-32)
AMENDED - JULY 7, 2015 (Ord. No. 2015-42)
AMENDED - MAY 24, 2016 (Ord. No. 2016-16)
AMENDED - JUNE 13, 2017 (Ord. No. 2017-22)
AMENDED - DECEMBER 12, 2017 (Ord. No. 2017-65)
AMENDED - MAY 8, 2018 (Ord. No. 2018-23)
AMENDED - JUNE 12, 2018 (Ord. No. 2018-30)
AMENDED - SEPTEMBER 11, 2018 (Ord. No. 2018-42)
AMENDED - SEPTEMBER 25, 2018 (Ord. No. 2018-48)
AMENDED - SEPTEMBER 24, 2019 (Ord. No. 2019-21)
AMENDED - OCTOBER 9, 2019 (Ord. No. 2019-33)
AMENDED - JUNE 9, 2020 (Ord. No. 2020-15)
AMENDED - JULY 14, 2020 (Ord. No. 2020-21)
AMENDED - SEPTEMBER 22, 2020 (Ord. No. 2020-29)
AMENDED - OCTOBER 13, 2020 (Ord. No. 2020-31)
AMENDED - OCTOBER 27, 2020 (Ord. No. 2020-34)
AMENDED - OCTOBER 27, 2020 (Ord. No. 2020-36)
AMENDED - NOVEMBER 10, 2020 (Ord. No. 2020-42)
AMENDED - MARCH 1, 2021 (Ord. No. 2021-08)
AMENDED - APRIL 27, 2021 (Ord. No. 2021-17)
AMENDED - SEPTEMBER 28, 2021 (Ord. No. 2021-32)
AMENDED - OCTOBER 26, 2021 (Ord. No. 2021-38)

ZONING	
Ordinance or Land Development Code	Collier County
Zoning	E – Estates
Purpose or Intent of Zoning	The purpose and intent of the Estates district is to provide lands for low density residential development in a semi-rural to rural environment. In addition, several conditional uses including churches, social and fraternal organizations, childcare centers, private schools, and group care facilities are available under conditional use provisions. Permitted uses include single-family dwellings and Family Care Facilities, and public schools. Conditional uses permissible in the Estates district include churches and other places of worship, social and fraternal organizations, child and adult care centers, schools and group care facilities. These conditional uses are strictly regulated. Below are the development requirements as set forth in the Estate Zoning District: Minimum Lot Area: 98,010 square feet or 2.25 acres Minimum Lot Width: 150 feet Minimum Front Yard Setback: 75 feet minimum Minimum Side Yard Setback: 30 feet Minimum Rear Yard Setback: 75 feet Maximum Building Height: 30 feet
Copies of pertinent sections of the Comprehensive Plan and Land Development Code are included in the Addendum.	


38th AVE SE
Zoning General
BASE E
DISTRICT Agricultural
MUNICODE More info
ZONENOTE1
ZONENOTE2
ZONING E
49 R28 S33

ASSESSMENT AND TAXES	
By statute, real estate in Florida is assessed at 100% of fair market value as of January 1st of the tax year. Since annual tax assessments are based on sales from previous years, depending upon market trends, assessed values can fall on either side of the current market value estimate. The tax assessment is usually not a reliable indicator of market value.	
Parcel Tax ID	41501440005
Assessment and Tax Year	Preliminary 2024
Land Assessment	$140,000
Improvement Assessment	$207,050
Combined Total Assessment	$347,050
10% CAP	($0)
AG Exemption	($0)
Taxable Value	$0
Ad Valorem Taxes	$0
Non- Ad Valorem Taxes	$249.29
Total Taxes	$249.29
Taxing Authority/Jurisdiction	Collier County
As of the appraisal effective date the 2023 taxes have been paid.	

FLOOD ZONE DATA	
Flood Zone	AH
Flood Zone Comments	Zone AH – Areas of 1% annual-chance shallow flooding with a constant water-surface elevation (usually areas of ponding) where average depths are between 1 and 3 feet. Base flood elevations determined.
Community Panel Number	12021C0445H
Revised	May 16, 2012
Source	National Flood Insurance Program Flood Insurance Rate Maps



TRANSACTIONAL HISTORY	
Sales History	There have been no transactions or transfers of ownership in the previous three years.
CURRENT STATUS	
Subject Listed for Sale/Under Contract	To my knowledge, the subject is not currently listed for sale or under contract.

HIGHEST AND BEST USE

DEFINITION

The Dictionary of Real Estate Appraisal, 7th Edition, published 2022 by the Appraisal Institute, defines Highest and Best Use as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

METHOD

There are four criteria that must be met in order for a use to be the highest and best use for a given property. The highest and best use must be:

- Legally permissible.
- Physically Possible.
- Financially feasible.
- Maximally productive.

Ordinarily these criteria are considered sequentially, each step narrowing the range of alternative uses being considered.

ANALYSIS

SITE AS THOUGH VACANT

Legally Permissible: The property is zoned E – Estates with a Future Land Use of Estates. The zoning ordinance and Growth Management Plan are consistent in identifying the property for residential uses. The site consists of one oversized parcel that could be developed with up to four single-family residences.

Physically Possible: The interior location off of Everglades Boulevard and the size of the property suggests some type of single-family use. The parcel is level and at road grade and could be developed as one or as many as four single-family home sites. The majority of the property is designated wetlands and therefore portions of the site will need to be mitigated in order to be developed.

Financially Feasible: The financial feasibility of single-family residential development is good. The single-family residential market continues to be strong, especially new construction. Based on the number of new homes in the surrounding neighborhoods, single-family residential development appears to be financially feasible, however portions of the parcels will need to be mitigated due to the presence of wetlands on the site.

Maximally Productive: The highest and best use is to develop the property with one to four single-family residences which will require mitigation.

PROPERTY AS IMPROVED

Legally Permissible: The existing single-family use is consistent with the Growth Management Plan and land development code. The excess land to the east and the west could be developed with single-family residences or accessory structures associated with the existing single-family residence.

Physically Possible: The existing single-family residence is an underimprovement of the site. Based on the position of the home on the site, the additional excess land to the east and west could be developed with two single-family residences or accessory structures associated with the existing single-family residence.

Financially Feasible: The single-family residential market continues to be strong, especially new construction and single-family residential development is financially feasible. However, the majority of the property is designated wetlands and therefore portions of the site will need to be mitigated in order to be developed.

Maximally Productive: The highest and best use is that the improvements continue to be utilized as a single-family residence and the excess land be sold off and developed with single-family residences.

CONSIDERATION OF APPROACHES

Only the sales comparison approach is appropriate to estimate the value of the subject.

SALES COMPARISON APPROACH

INTRODUCTION

In the sales comparison approach, the subject property is compared with similar properties that have sold recently or for which listing prices or offering prices are known. Data from generally similar properties is used, and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market. This approach is particularly strong when comparable sales data is plentiful and there is good conformity among properties in the neighborhood.

Following is the procedure to be followed in developing this approach:

1. Research to gather information on sales, listings, and offers to purchase properties similar to the subject.

2. Verify the information as to factual accuracy and arm's-length market considerations.

3. Identify relevant units of comparison and develop a comparative analysis for each unit.

4. Compare the subject with comparable sale properties using elements of comparison and adjust the sale price of each comparable appropriately.

5. Reconcile the various value indicators produced from the analysis of comparables into a single value indication or a range of values.

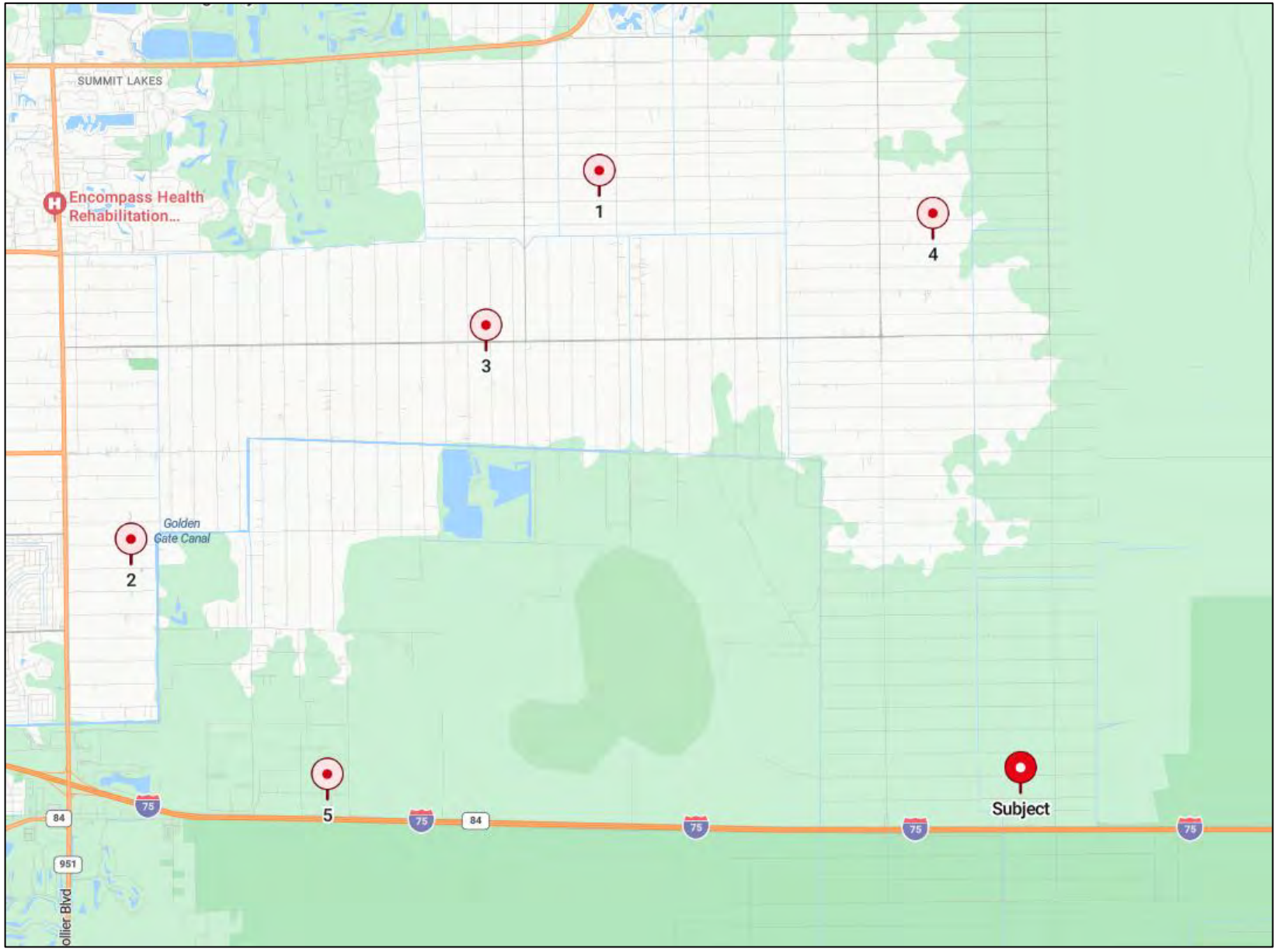
The outline above is developed in detail on the following pages.

IMPROVED SALES DATA

A search was made for sales of improved comparable to the subject. Five closed sales were identified as the best available for analysis. The property record cards and warranty deeds of the comparables are included in the addendum of the report. The comparable sales do not include 5.30-acres of excess land. The contribution value of the excess land will be addressed at the end of the sales comparison approach.

The sales are analyzed on the basis of whole or total dollars. Each comparable is identified on the location map immediately following this page.

IMPROVED COMPARABLE SALES MAP





Comparable 1



Comparable 2



Comparable 3



Comparable 4



Comparable 5

SALES ADJUSTMENT GRID

ITEM	SUBJECT	COMP #1	COMP #2	COMP #3	COMP #4	COMP #5
PROPERTY IDENTIFICATION	4261 40th Ave. SE	661 12th Ave. NE	3461 19th Avenue SW	440 Golden Gate Blvd W	3561 8th Avenue NE	1810 Washburn Avenue
SALE PRICE	N/A	$525,000	$500,000	$450,000	$552,000	$475,000
REAL PROPERTY RIGHTS CONVEYED	Fee Simple	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
FINANCING/CONCESSIONS	Cash or Equivalent	FHA $0	Conventional $0	VA $0	Cash to seller $0	Conventional $0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0	Market 0
EXPENDITURES AFTER SALE	N/A	None 0	None 0	None 0	None 0	None 0
ADJUSTED SALE PRICE	N/A	$525,000	$500,000	$450,000	$552,000	$475,000
Recording Date	08/02/24	03/20/24	12/07/23	02/28/23	01/04/24	04/27/23
Months Prior To Effective Date	N/A	4.44	7.86	17.13	6.94	15.22
MARKET CHANGE ADJUSTMENT	N/A	0.00%	0.00%	0.00%	0.00%	0.00%
ADJUSTED SALE PRICE	N/A	$525,000	$500,000	$450,000	$552,000	$475,000
SITE DATA						
Land Area (Gross Acres)	4.70	1.14	1.14	2.08	5.30	5.00
BUILDING CHARACTERISTICS						
Design	2-Story/Stilt	2-Story/Stilt	2-Story/Stilt	2-Story/Stilt	2-Story/Stilt	1-Story/A Frame
Quality/Type of Construction	Good/Wood	Avg/CBS-Wood	Avg/Wood	Avg/Wood	Avg/Wood	Avg/CBS-Wood
Size - Gross Living Area (Sq. Ft.)	1,549	1,327	1,008	1,232	1,260	1,016
Year Built	1988	1995	1984	1983	1997	1981
Actual Age	36 Years	29	40	41	27	43
Estimated Effective Age	25 Years	25	30	35	27	35
Condition	Good	Good	Good	Average	Average	Average
Bedrooms/Bathrooms	2/2	3/2	3/1	2/1	3/2	3/2
Finished Ground Floor	No	Yes	No	No	Yes	No
Functional Utility/Layout	Average	Similar	Similar	Similar	Similar	Similar
Interior Finishes	Good	Inferior	Inferior	Inferior	Inferior	Inferior
Air Conditioning	None	Yes	Yes	Yes	Yes	Yes
Garage/Carport	None	1-Car Attached	None	None	2-Car Attached	None
Porch/Patio/Deck	Porch & Deck	Similar	Similar	Similar	Similar	Inferior
Swimming Pool	No	No	No	No	No	No
Paved Driveway	No	Yes	No	Yes	No	No
Extras/Site Improvements	Various	Similar	Similar	Similar	Similar	Similar
ADJUSTED SALE PRICE	?	$525,000	$500,000	$450,000	$552,000	$475,000
LOCATION	Average	Similar	Similar	Similar	Similar	Similar
LAND AREA	4.70 Acres			($50,000)	($100,000)	
BUILDING CHARACTERISTICS						
Design	2-Story/Stilt					
Quality of Construction	V. Good/Wood	$52,500	$50,000	$45,000	$55,200	$47,500
Size - Gross Living Area (Sq. Ft.)	1,549	$24,420	$59,510	$34,870	$31,790	$58,630
Year Built	1988					
Actual Age	36 Years					
Estimated Effective Age	25 Years		$12,500	$22,500	$5,520	$23,750
Condition	Good					
Bedrooms/Bathrooms	2/2		$5,000	$5,000		
Finished Ground Floor	No	($15,000)			($15,000)	
Functional Utility/Layout	Average					
Interior Finishes	Good	$52,500	$50,000	$90,000	$110,400	$95,000
Air Conditioning	None	($30,000)	($30,000)	($30,000)	($30,000)	($30,000)
Garage/Carport	None	($10,000)			($10,000)	
Porch/Patio/Deck	Porch & Deck					$5,000
Swimming Pool	No					
Paved Driveway	No	($10,000)		($10,000)		
Extras/Site Improvements	Various					
NET ADJUSTMENT	N/A	$64,420	$147,010	$107,370	$47,910	$199,880
NET ADJUSTMENT %	N/A	12.27%	29.40%	23.86%	8.68%	42.08%
INDICATION OF VALUE	?	$589,420	$647,010	$557,370	$599,910	$674,880

DISCUSSION OF ADJUSTMENTS

Usually, comparable sale properties are not exactly like the subject property. If a typical buyer would perceive the difference to be significant, then adjustment(s) must be made to the comparable sales so that in the end each offers a realistic indication of value for the subject. Adjusting comparable sales is a two-step process.

First, adjustments are made so that all of the comparable sales meet the standard of a "market" transaction as outlined in the definition of market value. Customarily, the first group of adjustments is made before the comparables are reduced to a common unit of comparison.

The second group of adjustments is made after an appropriate unit of comparison is chosen. When the adjustment process is complete, the unit value indications are reconciled and converted into an estimate of value for the subject.

REAL PROPERTY RIGHTS CONVEYED

This adjustment category is intended to account for the interest, benefits, and rights inherent in the ownership of real estate. This category reflects the impact on value caused by the fee simple versus the leased fee interest or the contract rent as opposed to market rent.

- None of the comparable sales required adjustment in this category.

FINANCING/CONCESSIONS

Adjustments in this category are intended to account for unusual terms of financing that are not considered equivalent to cash or conventional financing.

- None of the comparable sales required adjustment in this category.

CONDITIONS OF SALE

This adjustment category is intended to account for a variety of factors that might affect the purchase price.

- None of the comparable sales required adjustment in this category.

EXPENDITURES AFTER SALE

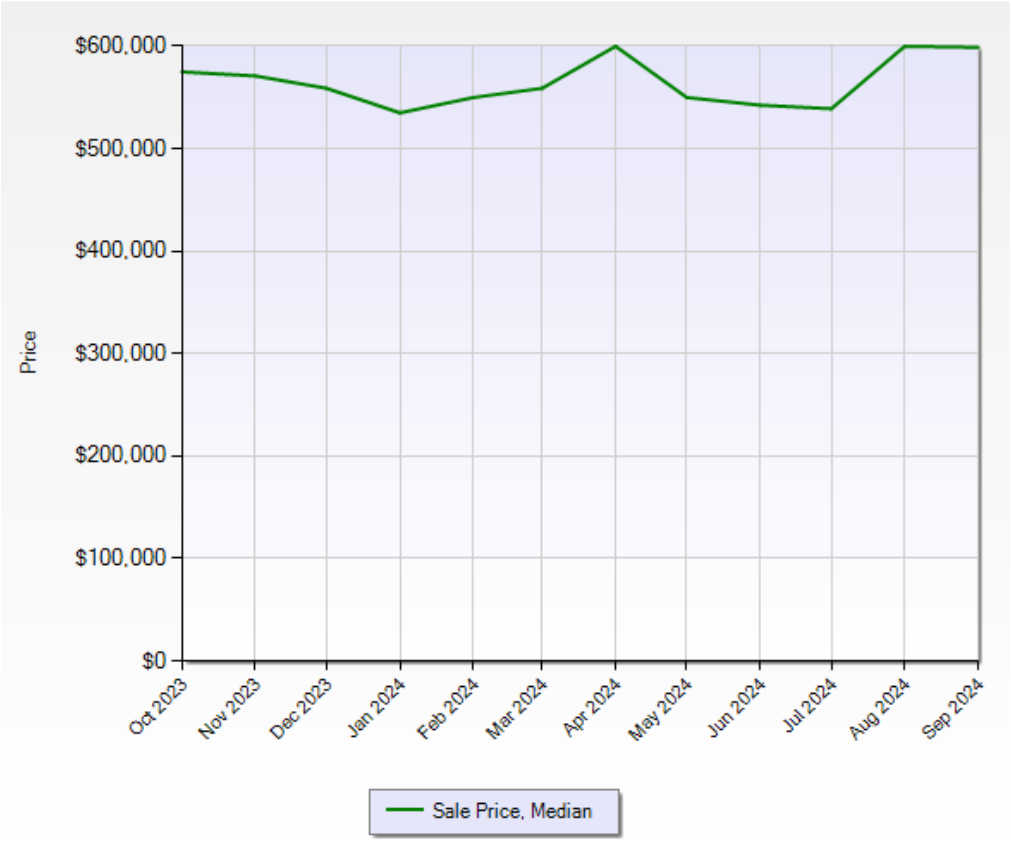
This adjustment category accounts for any expenditure made immediately following purchase. The buyer and seller must have been aware at the time of purchase that the expenditures would be necessary. If aware of any such planned purchase, the buyer will account for the required expense in the negotiation process.

- None of the comparable sales required adjustment in this category.

MARKET CHANGE

This adjustment is intended to account for changes in value due to the ebb and flow of market forces over time.

- The comparables occurred between February 2023 and March 2024, which market conditions continue to improve. The single-family home sales from the prior 12 months within the market boundaries of Randall Boulevard to the north, Desoto Boulevard to the east, Interstate 75 to the south, and Wilson Boulevard to the west, were plotted on a graph by median sale price. The median sale price in October 2023 was $575,000 and the median sale price in September 2024 was $598,900 indicating an increase of 4.16% or 0.35% per month.



Comparable 1 sold June 16, 2023 for $369,900 and resold March 20, 2024 for $525,000 indicating a total increase of 41.9% or 4.66% per month. The home was completely renovated after the original sale and therefore this is not a good indicator of market change.

Based on the most recent sale prices, pending sales, and listing prices, the subject's market area appears to be stable. Based on the age of the comparables sales, no market change adjustment was required.

LOCATION/VIEW

This category of adjustment reflects the impact on value caused by the advantages or disadvantages of a given location or view.

- None of the comparable sales required adjustment in this category.

LAND AREA

- The land area adjustment was based on the subject's underlying land value as compared to the Comparable sales. Comparables 3 and 4 required downward adjustment to account for their higher underlying land values. The adjustments are based on the subject's 4.70-acre associated parcel and the contribution value of the 5.30 acres of excess land will be addressed at the end of the sales comparison approach.

BUILDING CHARACTERISTICS

This is a composite comparison which reflects physical differences between the improvements on the subject property and the improvements on each of the comparable properties.

- The subject property does not have air conditioning and all five comparables do. The property could be equipped with a central air conditioning system, which would require adding duct work through the home or through the floors. The other option is to add mini-split systems to each room. Based on conversations with general contractors, the estimated cost of each option is approximately $30,000 and therefore each comparable was adjusted downward $30,000 for their superior feature.

- Comparable 1 is an inferior quality home that was recently renovated. It required adjustments for its inferior construction quality, smaller size, finished ground floor, inferior interior finishes, air conditioning, superior garage, and superior paved driveway.

- Comparable 2 is a sale of an inferior quality home, however it had been recently remodeled and included a new roof. Comparable 2 required adjustments for its inferior

construction quality, smaller size, age, inferior number of bathrooms, inferior interior finishes, and air conditioning.

- Comparable 3 is an older sale of an inferior quality home. Comparable 3 required adjustments for its inferior construction quality, smaller size, age, inferior number of bathrooms, inferior interior finishes, air conditioning, and superior paved driveway.

- Comparable 4 is a recent sale of an inferior quality home. Comparable 4 required adjustments for its inferior construction quality, smaller size, age, finished ground floor, inferior interior finishes, air conditioning, and superior 2-car garage.

- Comparable 5 is an older sale of an inferior quality home. Comparable 5 required adjustments for its inferior construction quality, smaller size, age, inferior interior finishes, air conditioning, and inferior porch/deck.

RECAPITULATION OF DATA

After making the adjustments discussed above, the comparable sales indicated the following unit values:

Comparables	**Adjusted Sale Price** (Indicated for Subject)
1	$589,420
2	$647,010
3	$557,370
4	$599,910
5	$674,880

RECONCILIATION OF DATA

To arrive at a conclusion regarding the value of the subject, the comparable sales and their indications of value should be weighted according to the quality of each as a value indicator.

Comparable 1 is the strongest indicator of value. It is the most recent sale which increases its strength as an indicator of value and its interior finishes/condition is most similar to the subject Comparable 1 was weighted 30%.

Comparables 2, 3, and 4 are good indicators of value, but all required adjustments and were weighted 20% each.

Comparable 5 is an older sale that required various adjustments. It is also a high indicator of value and was weighted 10%.

The range of value indications is from $557,370 to $674,880. The arithmetic mean of the five sales is $613,718 and the median is $599,910. The weighting process discussed above indicates a value of $605,172. The average of the four best sales is $598,428.

Based on the range of sales, I concluded to a value of $600,000.

INDICATION OF VALUE – SALES COMPARISON APPROACH

The indication of value by the sales comparison approach as of August 2, 2024 is $600,000. This reflects the market value of the single-family residence and the associated 4.70-acre site. This value does not reflect the contribution value of the 5.30 acres (2.27 acre and 3.03 acre) of excess land.

In order to determine the contribution value of the excess land, I analyzed six closed sales. The sales grid is included in the addendum of the report. The land sales were adjusted for market change at 0.50% per month or 6.00% annually and Comparables 2, 3, 4, and 6 were adjusted for their inferior location due to the lack of a paved road. After adjustments, the comparables indicate a range of $15,408 to $25,958 per acre. The average of the six sales is $21,858 per acre and the median is $22,376 per acre.

Based on the range of sales, I concluded to a unit value of $23,000 per acre or a total value of $121,900 (5.30 acres x $23,000 per acre) which rounds to $122,000.

The final indication of value is:

Improved Portion Indication of Value	$600,000
Plus: Contribution of Excess Land	122,000
Final Indication of Value	**$722,000**

FINAL INDICATION OF VALUE

The estimated market value of the subject property as of August 2, 2024 is **$722,000**.

CARROLL & CARROLL



Timothy W. Sunyog, MAI
Cert Gen RZ3288

ADDENDA

(In Order of Appearance)

Page Topic Count	Page(s)
Assumptions and Limiting Conditions	2
Future Land Use/Zoning	8
Property Card	2
Excess Land Map	1
Comparable Sales and Deeds	10
Land Sales Map & Grid	2
Qualifications of Appraiser	2

ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the appraiser appearing in this report is subject to the following assumptions and limiting conditions.

ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF ALL GENERAL AND EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS.

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

None

HYPOTHETICAL CONDITIONS

None

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable.

2. The property is appraised free and clear of liens and encumbrances.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is assumed to be true, correct and reliable. A reasonable effort was made to verify such information, but the appraiser bears no responsibility for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material is included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that might be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws.

8. It is assumed that the property is either in compliance with, or is "grandfathered" or "vested" under, all applicable zoning, use regulations and restrictions.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass.

11. It is assumed that the subject site and improvements are not contaminated by any hazardous material or toxic substance. During the property inspection we were sensitive to obvious signs of contamination, and we reported anything unusual. However, we are not qualified to render professional opinions regarding the existence or the nature of hazardous materials in or on the subject property. If a definitive opinion is desired, then the client is urged to retain an expert in the field.

12. The distribution of the total value in this report, between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

13. Possession of this report, or a copy thereof, does not carry with it the right of publication.

14. Unless previous arrangements were made, the appraisers, by reason of this appraisal, are not required to give further consultation, testimony, or to be in attendance in court.

B. **Estate District (E).** The purpose and intent of the estates district (E) is to provide lands for low **density** residential **development** in a semi-rural to rural environment, with limited agricultural activities. In addition to low **density** residential **development** with limited agricultural activities, the E district is also designed to accommodate as **conditional uses**, **development** that provides services for and is compatible with the low **density** residential, semi-rural and rural character of the E district. The E district corresponds to and implements the estates land use designation on the future land use map of the Collier County GMP, although, in limited instances, it may occur outside of the estates land use designation. The maximum **density** permissible in the E district shall be consistent with and not exceed the **density** permissible or permitted under the estates district of the future land use element of the Collier County GMP as provided under the Golden Gate Master Plan.

1. The following subsections identify the uses that are permissible by right and the uses that are allowable as **accessory** or **conditional uses** in the estates district (E).

   a. *Permitted uses.*

      1. Single-family **dwelling**.
      2. **Family care facilities**, subject to section 5.05.04
      3. **Essential services**, as set forth in section 2.01.03
      4. Schools, public, including "**Educational plants**."

   b. ***Accessory Uses.***

      1. Uses and **structures** that are accessory and incidental to uses permitted as of right in the (E) district.
      2. Fruits, vegetables, and nursery plants grown for both personal consumption and off-site retail sale, such as farmer's markets. Farm operations that grow fruits, vegetables, and nursery plants for off-site retail sale shall be subject to LDC section 5.02.00 Home Occupations, as amended, and the following standards:

         i. Farm operations shall not occupy more than 50 percent of the lot.

         ii. Farm operations shall conform to minimum setbacks established in LDC sections 2.03.01 B.2 and 4.02.01 A. Table 2.1, however, no side, rear or front setbacks are required greater than 30 feet.

         iii. Vegetation removal for farm operations shall be subject to LDC section 3.05.05 F, as amended.

      3. Keeping of fowl or poultry, not to exceed 25 in total number, provided such fowl or poultry are kept in an enclosure located a minimum of 30 feet from any **lot line**, and a minimum of 100 feet from any residence on an **adjacent parcel** of land.
      4. Keeping of horses and livestock (except for hogs), not to exceed two such animals for each acre, and with no open feedlots. Any roofed structure for the shelter and feeding of such animals shall be a minimum of 30 feet from any lot line and a minimum of 100 feet from any residence on an **adjacent parcel** of land.

         i. Notwithstanding the above, hog(s) may be kept for a 16 week period in preparation for showing and sale at the annual Collier County Fair and/or the Immokalee Livestock show. The following standards shall apply:

            a) One hog per child enrolled in a 4-H Youth Development Program, Collier County Fair Program or similar program is permitted. In no case shall there be more than 2 hogs per acre.

            b) Premises shall be fenced and maintained in a clean, healthful, and sanitary condition.

            c) Premises or roofed **structure** used for the sheltering, feeding, or confinement of such animals shall be **setback** a minimum of 30 feet from **lot lines** and a minimum of 100 feet from any **dwelling unit** on an **adjacent parcel** of land.

            d) Hog(s) shall not be returned to the property once removed for showing and/or sale.

5. One guesthouse, subject to section 5.03.03

6. Recreational facilities that serve as an integral part of a residential **development** and have been designated, reviewed and approved on a site **development plan** or preliminary **subdivision** plat for that **development**. Recreational facilities may include but are not limited to golf course, clubhouse, community center **building** and tennis facilities, **parks**, playgrounds and playfields.

7. Excavation and related processing and production subject to the following criteria:

   i. These activities are incidental to the permitted used onsite.

   ii. The amount of excavated material to be removed from the site cannot exceed 4,000 cubic yards total. Amounts in excess of 4,000 cubic yards shall require **conditional use** approval for earth mining, pursuant to the procedures and conditions set forth in section 10.08.00

c. ***Conditional uses.*** For Estates zoning within the Golden Gate Estates subdivision, the Golden Gate Area Master Plan in the GMP restricts the location of **conditional uses**. The following uses are permissible as **conditional uses** in the estates district (E), subject to the standards and procedures established in section 10.08.00

1. **Churches**.

2. Social and fraternal organizations.

3. **Child care centers and adult day care centers**.

4. Schools, private.

5. **Group care facilities (category I); care units**, subject to the provisions of subsection 2.03.01 B.3.f; nursing homes; **assisted living facilities** pursuant to § 400.402 F.S. and ch. 58A-5 F.A.C.; and continuing care retirement communities pursuant to § 651 F.S. and ch. 4-193 F.A.C.; all subject to section 5.05.04.

6. **Group care facilities (category II)** care units subject to section 5.05.04 only when tenancy of the person or persons under care would not:

   i. Constitute a direct threat to the health or safety of other individuals;

   ii. Result in substantial physical damage to the property of others; or

   iii. Result in the housing of individuals who are engaged in the current, illegal use of or addiction to a controlled substance, as defined in section 802 of title 21, U.S. Code.

7. Extraction or earthmining, and related processing and production not incidental to the development of the property subject to the following criterion and subsection 4.02.02 C.

   i. The site area shall not exceed 20 acres

8. Essential services, as set forth in subsection 2.01.03 G.

9. Model homes and model sales centers, subject to compliance with all other LDC requirements, to include but not limited to section 5.04.04

10. **Ancillary plants**.

d. *Prohibited uses.*

1. Owning, maintaining or operating any facility or part thereof for the following purposes is prohibited:

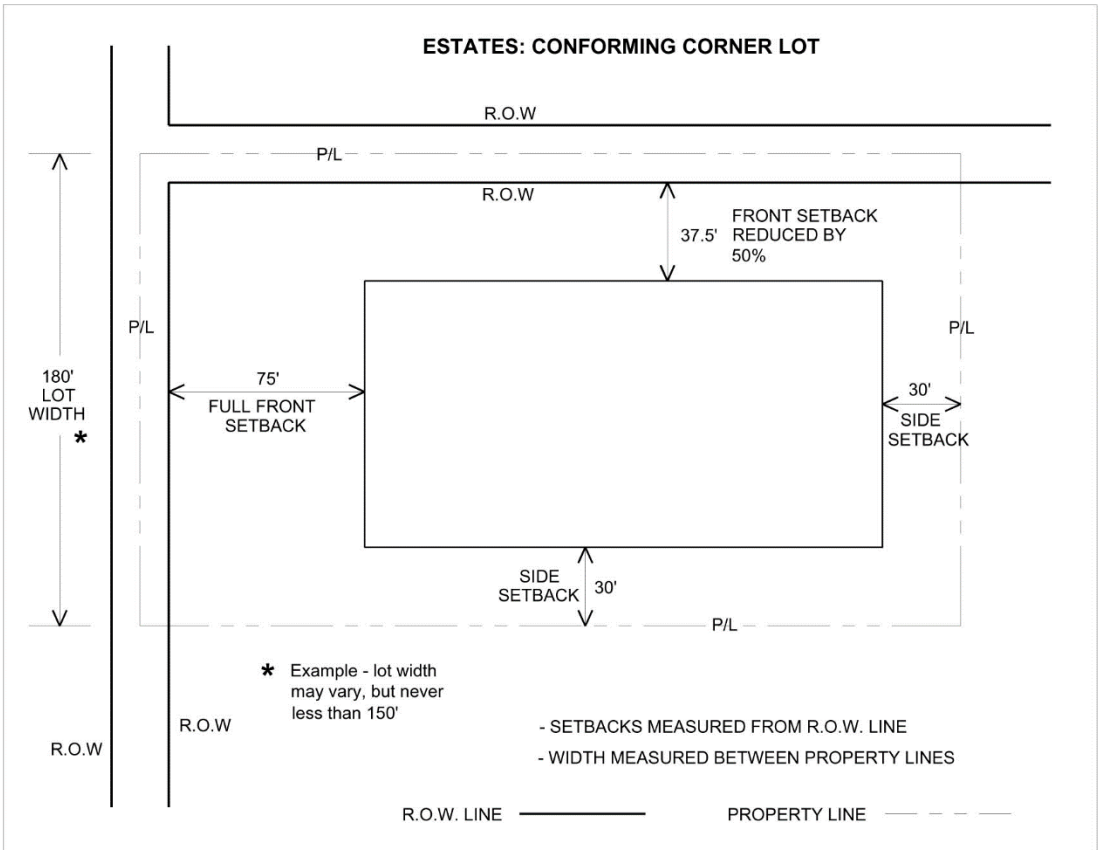
   i. Fighting or baiting any animal by the owner of such facility or any other person or entity.

   ii. Raising any animal or animals intended to be ultimately used or used for fighting or baiting purposes.

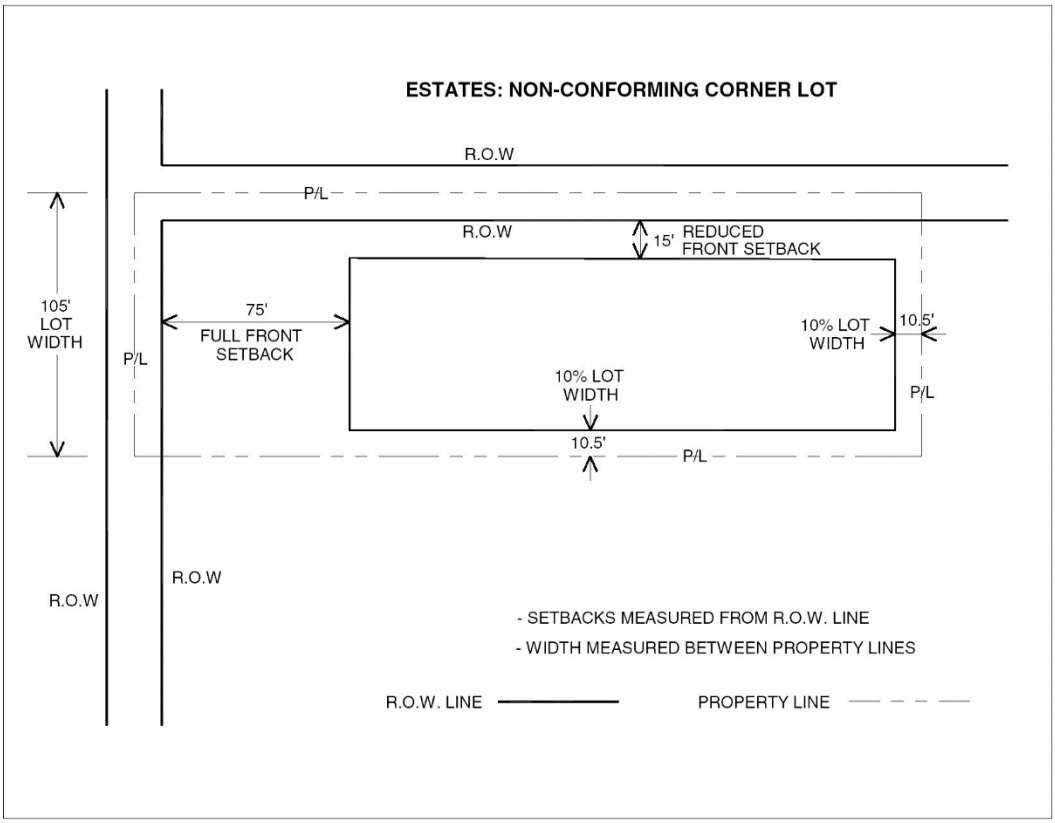
   iii. For purposes of this subsection, the term baiting is defined as set forth in F.S. § 828.122(2)(a), as it may be amended from time to time.

2. Minimum **yard** Requirements. See subsection 4.02.01 A. Table 2.1 for the general requirements. The following are exceptions to those requirements:

   a. Conforming Corner **lots**. Conforming corner **lots**, in which only one full depth **setback** shall be required along the shorter lot line along the **street**. The **setback** along the longer lot line may be reduced to 37.5 feet, so long as no **right-of-way** or **right-of-way** easement is included within the reduced **front yard**. (See Exhibit A)



   b. Nonconforming Corner lots. Nonconforming corner lots of record, in which only one full depth setback shall be required along the shorter lot line along the street. The setback along the longer lot line may be reduced to 15 feet, so long as no right-of-way or right-of-way easement is included within the reduced front yard. (See Exhibit B)



c. **Nonconforming** through **lots**, i.e. double **frontage lots**, **nonconforming lots of record** with double road **frontage**, which are **nonconforming** due to inadequate **lot** depth, in which case, the **front yard** along the local road portion shall be computed at the rate of 15 percent of the depth of the **lot**, as measured from edge of the **right-of-way**.

   i. The **nonconforming** through **lot** utilizing the reduced **frontage** shall establish the **lot frontage** along the local road only. Reduced **frontage** along a collector or arterial roadway to serve such **lots** is prohibited. **Front yards** along the local road shall be developed with **structures** having an average **front yard** with a variation of not more than six feet; no **building** thereafter erected shall project beyond the average line so established.

d. **Nonconforming lots of record**, which are **nonconforming** due to inadequate **lot width**, in which case the required side **yard** shall be computed at the rate of ten (10) percent of the width of the **lot**.

(Ord. No. 06-63, § 3.C; Ord. No. 07-67, § 3.C; Ord. No. 08-11, § 3.D; Ord. No. 08-63, § 3.C; Ord. No. 10-23, § 3.E; Ord. No. 12-38, § 3.B; Ord. No. 13-56, § 3.B; Ord. No. 14-40, § 2.A)

A. All development and redevelopment within this Subdistrict shall include:
   1. Provisions for bicycle and pedestrian travel.
   2. An emphasis on building aesthetics.
   3. Emphasis on the orderly circulation of vehicular, bicycle and pedestrian traffic.
   4. Provision for adequate ingress and egress, which may include local street vacation or relocation if alternative access is provided.
   5. Provision for broad sidewalks or pathways.
   6. Enhanced streetscaping.
   7. Shared parking and/or property interconnections, where possible and feasible.
   8. Quality designs for building facades, including lighting, uniform signage and landscaping.

2. ESTATES DESIGNATION

(X) This designation is characterized by low density semi-rural residential lots with limited opportunities for other land uses. Typical lots are 2.25 acres in size. However, there are some legal non-conforming lots as small as 1.14 acres. Residential density is limited to a maximum of one unit per 2.25 gross acres, or one unit per legal non-conforming lot of record, exclusive of guesthouses. Multiple family dwelling units, duplexes, and other structures containing two or more principal dwellings, are prohibited in all Districts and Subdistricts in this Designation.

(XVI) Generally, the Estates Designation also accommodates future non-residential uses, including:

- Conditional uses and essential services as defined in the Land Development Code, except as prohibited in the Neighborhood Center Subdistrict. Also, refer to the Conditional Uses Subdistrict.
- Parks, open space and recreational uses.

(XVI)
- Group Housing shall be permitted subject to the definitions and regulations as outlined in the Collier County Land Development Code (Ordinance No. 04-41, adopted June 22, 2004, effective October 18, 2004) and consistent with locational requirements in Florida Statutes (Chapter 419.001 F.S.).

(I)
- Schools and school facilities in the Estates Designation north of I-75, and where feasible and mutually acceptable, co-locate schools with other public facilities, such as parks, libraries and community centers to the extent possible.

Group Housing includes the following type facilities:

- Family Care Facility if occupied by not more than six (6) persons shall be permitted in residential areas.
- Group Care Facility,
- Care Units,
- Adult Congregate Living Facilities, and
- Nursing Homes.

All of the above uses shall be consistent with all of the Goals, Objectives and Policies of the Golden Gate Area Master Plan.

(XVI) = Plan Amendment by Ordinance No. 2008-59 on October 14, 2008

A. Estates – Mixed Use District

(VIII)(X) **1. Residential Estates Subdistrict**

Single-family residential development is allowed within this Subdistrict at a maximum density of one unit per 2.25 gross acres, or one unit per legal non-conforming lot of record, exclusive of guesthouses.

(VI)(X) **2. Neighborhood Center Subdistrict**

Recognizing the need to provide basic goods, services and amenities to Estates residents, Neighborhood Centers have been designated on the Golden Gate Area Future Land Use Map. The Neighborhood Center designation does not guarantee that commercial zoning will be granted. The designation only provides the opportunity to request commercial zoning.

(VI) a) The Collier County Land Development Code shall be amended to provide rural design criteria to regulate all new commercial development within Neighborhood Centers.

(III)(VI)(XVI) b) Locations
Neighborhood Centers are located along major roadways and are distributed within Golden Gate Estates according to commercial demand estimates. (See Golden Gate Estates Neighborhood Centers Map). The centers are designed to concentrate all new commercial zoning, and conditional uses, as allowed in the Estates Zoning District, in locations where traffic impacts can be readily accommodated and to avoid strip and disorganized patterns of commercial and conditional use development.

Four Neighborhood Centers are established as follows:

(VI)(XI)(XVI)(XIX) ● Wilson Boulevard and Golden Gate Boulevard Center.
This center consists of three quadrants at the intersection of Wilson and Golden Gate Boulevards (See Map 10). The NE and SE quadrants of the Center consist of Tract 1 and 2, Unit 14, Tract 17, Unit 13 and the western half of Tract 18, Unit 13 Golden Gate Estates. The NE quadrant of Wilson and Golden Gate Boulevards is approximately 8.45 acres. The parcels within the NE quadrant shall be interconnected and share access to Golden Gate Boulevard and Wilson Boulevard to minimize connections to these two major roadways. The SE quadrant of Wilson and Golden Gate Boulevards is 7.15 acres, allows 5.00 acres of commercial development, and allocates 2.15 acres to project buffering and right-of-way for Golden Gate Boulevard and Wilson Boulevard. The SW quadrant of the Center is approximately 4.86 acres in size and consists of Tract 125, Unit 12 of Golden Gate Estates.

(V)(VI)(XVI) ● Collier Boulevard and Pine Ridge Road Center.
The center at Collier Boulevard and Pine Ridge Road is located on both sides of the intersection. Tracts 109-114, Unit 26, Golden Gate Estates are included in this center as eligible for commercial development. (See Collier Boulevard/Pine Ridge Road Center Map). The E1/2 of Tract 107, Unit 26 is also included within this center but is only to be used for buffer, water management and open space.

(VI)(XVI) ● Everglades Boulevard and Golden Gate Boulevard Center.
This Center consists of all four quadrants at the intersection of Everglades and Golden Gate Boulevards (See Golden Gate Boulevard/Everglades Boulevard Center Map). The NE quadrant of the Center is approximately 5.46 acres in size

(XIX) = Plan Amendment by Ordinance No. 2011-29 on September 14, 2011

a. Commercial uses shall be limited to the following:
   1. medical offices and clinics and professional offices, except surveyors; and,
   2. medical related uses, such as a wellness center.

b. The ordinance rezoning this property to allow commercial uses shall include the following requirements:
   1. no less than sixty percent (60%) of the gross square footage shall be designated for medical offices and clinics; and,
   2. parking for the entire project shall be that required for medical office or clinic use by the Land Development Code (Ordinance No. 04-41, as amended), so as to allow 100 percent medical office use.

c. Parking lot lighting shall be restricted to bollards except as may be required to comply with lighting standards in the Land Development Code (Ordinance No. 04-41, as amended) and other governing regulations.

d. The Neighborhood Center boundaries of this quadrant shall not be further expanded.

(VI)(X) **3. Conditional Uses Subdistrict**

Various types of conditional uses are permitted in the Estates zoning district within the Golden Gate Estates area. In order to control the location and spacing of new conditional uses, one of the following four sets of criteria shall be met:

(VI)(XVI) a) Essential Services Conditional Use Provisions:

Those Essential Services Conditional Uses, as identified within Section 2.01.03 G. of the Collier County Land Development Code, may be allowed anywhere within the Estates Zoning District, except as prohibited in certain Neighborhood Centers, and are defined as:

- electric or gas generating plants,
- effluent tanks,
- major re-pump stations,
- sewage treatment plants, including percolation ponds,
- hospitals and hospices,
- water aeration or treatment plants,

(XVI)
- governmental facilities (except for those Permitted Uses identified in Section 2.01.03 of the Land Development Code),
- public water supply acquisition, withdrawal, or extraction facilities, and
- public safety service facilities, and other similar facilities.

(VI)(VIII) b) Golden Gate Parkway and Collier Boulevard Special Provisions:

(XVI)
- Conditional uses shall not be permitted on those parcels immediately adjacent to the west side of Collier Boulevard within the Estates Designated Area except where the parcel is directly bounded by conditional uses on two (2) or more side yards with no intervening rights-of-ways or waterways; and, except as provided in subparagraph 2., below; and, except for essential services, as described in paragraph a), above.

(XVI) = Plan Amendment by Ordinance No. 2008-59 on October 14, 2008

(XII)(XVI)(XXIII)

- Recognizing the existing residential nature of the land uses surrounding the I-75 interchange at Golden Gate Parkway, there shall be no further conditional uses for properties abutting Golden Gate Parkway, between Livingston Road and Santa Barbara Boulevard, except as permitted within the Golden Gate Parkway Institutional Subdistrict; except as provided in paragraph 3.b)3., below; and, except as provided in subparagraph 1., below; and, except for essential services, as described in paragraph a), above.

(XVI)

- Further, no properties abutting streets accessing Golden Gate Parkway, between Livingston Road and Santa Barbara Boulevard, shall be approved for conditional uses except as permitted within the Golden Gate Parkway Institutional Subdistrict; and, except as provided in subparagraph 1., below; and, except for essential services, as described in paragraph a), above. This provision shall not be construed to affect the area described in Paragraph a), above.

(VIII)(XVI) 1. In consideration of the improvements associated with the interchange at Interstate 75 and Golden Gate Parkway, the existing conditional use (church and related facilities) located at the southeast corner of Golden Gate Parkway and 66th Street S.W. may be expanded in acreage and intensity along the south side of Golden Gate Parkway to the east of 66th Street S.W., but the total project area shall not exceed approximately 9.22 acres (see Golden Gate Parkway Interchange Conditional Uses Area Map).

2. The parcel located immediately south of the Commercial Western Estates Infill Subdistrict, on the west side of Collier Boulevard, and at the southwest quadrant of the intersection of Vanderbilt Beach Road and Collier Boulevard, shall be eligible for a transitional conditional use designation.

(XXIII) 3. Conditional use for expansion of the existing educational and charitable social organization (Naples Bridge Center) is allowed on the east 150 feet of Tract 75 and the west 150 feet of Tract 82, Unit 30, Golden Gate Estates. The maximum building area permitted on the two parcels shall be limited to 15,000 square feet. Use of Tract 82 shall be limited to parking, water management and open space uses. See Conditional Uses Subdistrict Golden Gate Parkway Special Provisions map.

(VI) c) Neighborhood Center Transitional Conditional Use Provisions:
Conditional uses shall be allowed immediately adjacent to designated Neighborhood Centers subject to the following criteria:

1. Properties eligible for conditional uses shall abut the arterial or collector road serving the Neighborhood Center,
2. Such uses shall be limited to transitional conditional uses that are compatible with both residential and commercial such as churches, social or fraternal organizations, childcare centers, schools, and group care facilities,
3. All conditional uses shall make provisions for shared parking arrangements with adjoining developments whenever possible,
4. Conditional uses abutting Estates zoned property shall provide, at a minimum, a 75-foot buffer of native vegetation in which no parking or water management uses are permitted,

(XXIII) = Plan Amendment by Ordinance No. 2016-12 on May 10, 2016

Collier County Property Appraiser
Property Summary

Parcel ID	41501440005	Site Address *Disclaimer	4261 40TH AVE SE	Site City	NAPLES	Site Zone *Note	34117

Name / Address	CYPRESS COVE CONSERVANCY INC				
	PO BOX 110308				
City	NAPLES	State	FL	Zip	34108

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4D33	354100 18 04D33	33	49	28	10

Legal	GOLDEN GATE EST UNIT #91 ALL OF TR 15 & TR 18, OR 1229 PG 856

Millage Area	80	Millage Rates *Calculations		
Sub./Condo	354100 - GOLDEN GATE EST UNIT 91	School	Other	Total
Use Code	1 - SINGLE FAMILY RESIDENTIAL	4.3132	6.0103	10.3235

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
06/07/19	5642-3277	$ 203,000
09/09/09	4492-4	$ 0
11/03/86	1229-856	$ 18,500
04/01/76	647-1622	$ 0

2024 Preliminary Tax Roll

(Subject to Change)

	Land Value	$ 140,000
(+)	Improved Value	$ 207,050
(=)	Market Value	$ 347,050
(=)	Assessed Value	$ 347,050
(=)	School Taxable Value	$ 0
(=)	Taxable Value	$ 0
	Ad Valorem Taxes	$ 0
(+)	Non-Ad Valorem Taxes	$ 249.29
(=)	Total Taxes	$ 249.29

Values are as of January 1st each year. If all values are 0, this parcel was created after the Final Tax Roll.

Disclaimer: The actual total property taxes may vary due to changes in millage rates set by taxing authorities, the addition of non-ad valorem assessments, and special assessments. For the most accurate and up-to-date tax information, please visit the Collier County Tax Collector's office to see the final Tax bills.

Collier County Property Appraiser
Property Detail

Parcel ID	41501440005	Site Address *Disclaimer	4261 40TH AVE SE		Site City	NAPLES	Site Zone *Note	34117

Name / Address	CYPRESS COVE CONSERVANCY INC					
	PO BOX 110308					
City	NAPLES		State	FL	Zip	34108

Permits (Provided for reference purposes only. *Full Disclaimer.)

Tax Yr	Issuer	Permit #	CO Date	Tmp CO	Final Bldg	Type
1988	COUNTY	87-837	02/25/88			RESIDENCE
2021	COUNTY	PRBD20191045557	09/16/20		09/15/20	DECKING
2021	COUNTY	PRBD20200102151	02/28/20			ROOF
2021	COUNTY	PRBD20200831943	09/29/20			OTHER
2021	COUNTY	PREL20201040964	04/14/21			OTHER
2021	COUNTY	PRPL20201252661				OTHER
2022	COUNTY	PRBD20210207525	08/04/21			FENCE

Land

#	Calc Code	Units
10	ACREAGE	10

Building/Extra Features

#	Year Built	Description	Area	Adj Area
10	1988	SINGLE FAMILY RESIDENCE	1549	1962
20	2020	WOOD DECKING	2225	2225

EXCESS LAND



Collier County Property Appraiser
Property Summary

Parcel ID	37497720005	Site Address *Disclaimer	661 12TH AVE NE	Site City	NAPLES	Site Zone *Note	34120

Name / Address	LAURENCIO, CARLOS=& YENISEIS
	661 12TH AVE NE

City	NAPLES	State	FL	Zip	34120

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
3C34	331300 108 03C34	34	48	27	1.14

Legal	GOLDEN GATE EST UNIT 18 W 75FT OF TR 108

Millage Area	290	Millage Rates *Calculations		
Sub./Condo	331300 - GOLDEN GATE EST UNIT 18	School	Other	Total
Use Code	1 - SINGLE FAMILY RESIDENTIAL	4.3132	8.0973	12.4105

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
03/20/24	6343-3003	$ 525,000
07/14/23	6269-296	$ 0
06/16/23	6261-3737	$ 369,900
02/01/19	5603-968	$ 191,200
09/26/18	5581-1342	$ 295,800
06/19/95	2070-852	$ 6,500
03/03/93	1801-1632	$ 0
03/01/93	1801-1631	$ 5,500
08/01/82	984-1239	$ 3,800

2024 Preliminary Tax Roll

(Subject to Change)

	Land Value	$ 57,000
(+)	Improved Value	$ 225,054
(=)	Market Value	$ 282,054
(=)	Assessed Value	$ 282,054
(=)	School Taxable Value	$ 282,054
(=)	Taxable Value	$ 282,054
	Ad Valorem Taxes	$ 3,500.45
(+)	Non-Ad Valorem Taxes	$ 249.29
(=)	Total Taxes	$ 3,749.74

Values are as of January 1st each year. If all values are 0, this parcel was created after the Final Tax Roll.

Disclaimer: The actual total property taxes may vary due to changes in millage rates set by taxing authorities, the addition of non-ad valorem assessments, and special assessments. For the most accurate and up-to-date tax information, please visit the Collier County Tax Collector's office to see the final Tax bills.

INSTR 6525536 OR 6343 PG 3003 E-RECORDED 3/30/2024 10:49 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $3,675.00 REC $18.50
CONS $525,000.00

Prepared by:
Susan P. Bakalar, Esq.
Attorney at Law
BAKALAR & ASSOCIATES, PA
350 Camino Gardens Blvd. Suite 104
Boca Raton, FL 33432
954-475-4244
File Number: **24.0354SD**
return to:
Home & Land Title of Naples, LLC
15205 Collier Blvd., Suite 107
Naples, FL 34119

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Warranty Deed

This Warranty Deed made this 20th day of **March, 2024** between **Y & M REALTY INVESTMENTS, LLC, Florida Limited Liability Company** whose post office address is **12249 NW 2nd Place, Coral Springs, FL 33071**, grantor, and **Carlos Laurencio and Yeniseis Laurencio, husband and wife** whose post office address is **661 12th Ave NE, Naples, FL 34120**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Collier County, Florida** to-wit:

The West 75 feet of the West 150 feet of Tract 108, Golden Gate Estates, Unit No. 18, according to the plat thereof as recorded in Plat Book 7, Page 7, Public Records of Collier County, Florida.

Parcel Identification Number: 37497720005
Aka **661 12th Ave NE, Naples, FL 34120**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2023**

Collier County Property Appraiser
Property Summary

Parcel ID	37984240001	Site Address *Disclaimer	3461 19TH AVE SW	Site City	NAPLES	Site Zone *Note	34117

Name / Address	GARCIA, JOSUE
	KEREN JASMIN VEGA PAYES
	3461 19TH AVE SW

City	NAPLES	State	FL	Zip	34117

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4B23	334600 50 24B23	23	49	26	1.14

Legal	GOLDEN GATE EST UNIT 27 E 75FT OF TR 50

Millage Area	28	Millage Rates *Calculations		
Sub./Condo	334600 - GOLDEN GATE EST UNIT 27	School	Other	Total
Use Code	1 - SINGLE FAMILY RESIDENTIAL	4.3132	6.1965	10.5097

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
12/06/23	6312-1603	$ 500,000
10/04/23	6295-1523	$ 350,000
09/18/23	6289-2685	$ 0
07/06/89	1453-1280	$ 45,000
11/01/83	1051-1366	$ 0
08/01/77	702-152	$ 0

2024 Preliminary Tax Roll

(Subject to Change)

	Land Value	$ 109,440
(+)	Improved Value	$ 86,100
(=)	Market Value	$ 195,540
(=)	Assessed Value	$ 195,540
(=)	School Taxable Value	$ 195,540
(=)	Taxable Value	$ 195,540
	Ad Valorem Taxes	$ 2,055.06
(+)	Non-Ad Valorem Taxes	$ 249.29
(=)	Total Taxes	$ 2,304.35

Values are as of January 1st each year. If all values are 0, this parcel was created after the Final Tax Roll.

Disclaimer: The actual total property taxes may vary due to changes in millage rates set by taxing authorities, the addition of non-ad valorem assessments, and special assessments. For the most accurate and up-to-date tax information, please visit the Collier County Tax Collector's office to see the final Tax bills.

INSTR 6485424 OR 6312 PG 1603 E-RECORDED 12/11/2023 7:38 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $3,500.00 REC $18.50
CONS $500,000.00

This instrument prepared by:

Joel A. Threlkeld, Esq.
Threlkeld Law, P.A.
3003 Tamiami Trail North, Suite 400
Naples, Florida 34103

Parcel ID: 37984240001
Consideration: $500,000.00

NOT A CERTIFIED COPY

WARRANTY DEED

THIS WARRANTY DEED is made on this 7th day of December, 2023 by **Donald J. Ward, Jr. a/k/a Donald Ross Ward, Jr., a single man**, whose post office address is: **3475 3rd Avenue Southwest, Naples, FL 34117,** henceforth referred to as "Grantor", to **Josue Garcia and Keren Jasmin Vega Payes, husband and wife**, whose post office address is: **3461 19th Avenue SW, Naples, FL 34117**, henceforth referred to as "Grantee":

Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals and the successor and assigns corporations, wherever the context so admits or requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, conveys, and sells unto the Grantee, and Grantee's successors, heirs, and assigns forever, all that certain parcel of land in Collier County, State of Florida, to wit:

The East 75 feet of Tract 50, Golden Gate Estates, Unit No. 27, according to the plat thereof, as recorded in Plat Book 7, pages 17 and 18, of the Public Records of Collier County, Florida.

A/K/A **3461 19th Avenue Southwest, Naples, FL 34117**

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby fully warrants the title to the land and will defend the same again the lawful claims of all persons whomsoever; and that the land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023, and restrictions, covenants, and easements common the subdivision.

Collier County Property Appraiser
Property Summary

Parcel ID	37166720006	Site Address *Disclaimer	440 GOLDEN GATE BLVD W	Site City	NAPLES	Site Zone *Note	34117

Name / Address	PENSALFINI, FABRICIO				
	DARELYS MORONTA ALBA				
	440 GOLDEN GATE BLVD W				
City	NAPLES	State	FL	Zip	34120

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4C04	328900 87 04C04	4	49	27	2.34

Legal	GOLDEN GATE EST UNIT 12 W 150FT OF TR 87

Millage Area	87	Millage Rates *Calculations		
Sub./Condo	328900 - GOLDEN GATE EST UNIT 12	School	Other	Total
Use Code	1 - SINGLE FAMILY RESIDENTIAL	4.3132	6.0103	10.3235

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
02/24/23	6221-3968	$ 450,000
10/21/21	6047-3168	$ 0
10/13/10	4615-2642	$ 104,000
10/11/02	3129-1331	$ 117,000
07/01/79	821-375	$ 0
01/01/72	432-263	$ 4,500

2024 Preliminary Tax Roll

(Subject to Change)

	Land Value	$ 158,180
(+)	Improved Value	$ 94,479
(=)	Market Value	$ 252,659
(=)	Assessed Value	$ 252,659
(-)	Homestead	$ 25,000
(=)	School Taxable Value	$ 227,659
(-)	Additional Homestead	$ 25,000
(=)	Taxable Value	$ 202,659
	Ad Valorem Taxes	$ 2,199.99
(+)	Non-Ad Valorem Taxes	$ 249.29
(=)	Total Taxes	$ 2,449.28

Values are as of January 1st each year. If all values are 0, this parcel was created after the Final Tax Roll.

Disclaimer: The actual total property taxes may vary due to changes in millage rates set by taxing authorities, the addition of non-ad valorem assessments, and special assessments. For the most accurate and up-to-date tax information, please visit the Collier County Tax Collector's office to see the final Tax bills.

INSTR 6371502 OR 6221 PG 3968 E-RECORDED 3/5/2023 3:17 PM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $3,150.00 REC $18.50
CONS $450,000.00

Prepared by and Return to:
Angie Murph
HomeLight Settlement, LLC
3505 E. Frontage Rd, Suite 100
Tampa, FL 33607
File # **FL-23-12009**

Property Parcel Tax ID: 37166720006

NOT CERTIFIED COPY

WARRANTY DEED

THIS INDENTURE, Made this 28th day of February, 2023, by and between David Wayne Clark Jr. and Jessica Jean Clark, husband and wife, whose mailing address is: 5272 NW Bonnell Road, Altha, FL 32421, hereinafter referred to as "Grantor", and Fabricio Pensalfini and Darelys Moronta Alba, husband and wife, whose mailing address is: 440 Golden Gate Blvd., Naples, FL 34120 , hereinafter referred to as "Grantee",

WITNESSETH, that Grantor, for an in the consideration of the sum of FOUR HUNDRED FIFTY THOUSAND AND 00/100, ($450,000.00) and other valuable considerations, receipt whereof is hereby acknowledged by these presents does grant, bargain and sell unto Grantee, the Grantee's heirs , successor and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property located and situate in the county of COLLIER, Florida, to-wit:

The West 150 feet of Tract 87, Golden Gate Estates, Unit No. 12, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 105 and 106, of the Public Records of Collier County, Florida.

CONVEYANCE is herein made subject to all easements, and building or use restrictions of record, including but not limited to, those for public roads and highways, restrictive covenants, utilities, railroads and pipelines. The conveyance is also subject to all applicable zoning, ordinances, statutes, rules, or regulations, as amended.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or appertaining; and every right, title or interest, legal or equitable, of the Grantor, of in and to the same.

TO HAVE AND TO HOLD, the same in fee simple unto Grantee, Grantee's heirs and assigns, to their proper use, benefit and behalf forever.

GRANTOR further hereby warrants with the Grantee that the Grantor is lawfully seized of said land, and hereby warrants the title of said land and will defend the same against lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to date of transfer.

(THIS SECTION INTENTIONALLY LEFT BLANK)

Collier County Property Appraiser
Property Summary

Parcel ID	40687240007	Site Address *Disclaimer	3561 8TH AVE NE	Site City	NAPLES	Site Zone *Note	34120

Name / Address	PEDDIBHOTLA, INDU S=& LAVANYA
	613 MANASSAS GAP PL
City	CARY
State	NC
Zip	27519

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4D05	349600 90 04D05	5	49	28	5.3

Legal	GOLDEN GATE EST UNIT 77 TR 90

Millage Area	80	Millage Rates *Calculations		
Sub./Condo	349600 - GOLDEN GATE EST UNIT 77	School	Other	Total
Use Code	1 - SINGLE FAMILY RESIDENTIAL	4.3132	6.0103	10.3235

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
01/04/24	6321-625	$ 552,000
10/03/90	1563-176	$ 25,000
06/01/70	357-206	$ 0

2024 Preliminary Tax Roll

(Subject to Change)

	Land Value	$ 246,450
(+)	Improved Value	$ 258,959
(=)	Market Value	$ 505,409
(=)	Assessed Value	$ 505,409
(=)	School Taxable Value	$ 505,409
(=)	Taxable Value	$ 505,409
	Ad Valorem Taxes	$ 5,217.58
(+)	Non-Ad Valorem Taxes	$ 249.29
(=)	Total Taxes	$ 5,466.87

Values are as of January 1st each year. If all values are 0, this parcel was created after the Final Tax Roll.

Disclaimer: The actual total property taxes may vary due to changes in millage rates set by taxing authorities, the addition of non-ad valorem assessments, and special assessments. For the most accurate and up-to-date tax information, please visit the Collier County Tax Collector's office to see the final Tax bills.

INSTR 6496644 OR 6321 PG 625 E-RECORDED 1/12/2024 11:35 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $3,864.00 REC $18.50
CONS $552,000.00

Prepared by and return to:
Monica Genovese
Title 239 LLC
999 Vanderbilt Beach Road
Suite 200
Naples, FL 34108
(239) 325-5160
File No 1710.00001

Parcel Identification No 40687240007

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WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **11th day of January, 2024** between **Dania Rodriguez, an unremarried widow,** whose post office address is **9109 Ripple Ridge Avenue, 102, Las Vegas, NV 89149,** of the County of Clark, State of Nevada, Grantor, to **Indu S. Peddibhotla and Lavanya Peddibhotla, husband and wife,** whose post office address is **613 Manassas Gap Place, Cary, NC 27519,** of the County of Collier, State of Florida, Grantees:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Collier, Florida, to-wit:

All of Tract No. 90, Golden Gate Estates, Unit No. 77, according to the map or plat thereof recorded in Plat Book 5, Page 15, of the Public Records of Collier County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantees that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

NOT A CERTIFIED COPY

Collier County Property Appraiser
Property Summary

Parcel ID	00337680009	Site Address *Disclaimer	1810 WASHBURN AVE	Site City	NAPLES	Site Zone *Note	34117

Name / Address	HUNTER, MATTHEW R
	KATHERINE ARAUJO MATOS
	1810 WAHSBURN AVE

City	NAPLES	State	FL	Zip	34109

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4C31	000100 001 184C31	31	49	27	5

Legal	31 49 27 W1/2 OF NW1/4 OF SE1/4 OF SE1/4 5 AC. OR 875 PG 1023

Millage Area	287	Millage Rates *Calculations		
Sub./Condo	100 - ACREAGE HEADER	School	Other	Total
Use Code	69 - ORNAMENTALS, MISC AGRICULTURAL	4.3132	6.0103	10.3235

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
04/20/23	6243-746	$ 475,000
01/18/19	5593-2657	$ 168,000
07/01/80	875-1023	$ 0
12/01/79	845-1888	$ 5,600

2024 Preliminary Tax Roll

(Subject to Change)

	Land Value	$ 106,251
(+)	Improved Value	$ 53,576
(=)	Market Value	$ 159,827
(=)	Assessed Value	$ 159,827
(-)	Homestead	$ 25,000
(=)	School Taxable Value	$ 130,104
(-)	Additional Homestead	$ 25,000
(=)	Taxable Value	$ 105,104
	Ad Valorem Taxes	$ 1,192.87
(+)	Non-Ad Valorem Taxes	$ 249.29
(=)	Total Taxes	$ 1,442.16

Values are as of January 1st each year. If all values are 0, this parcel was created after the Final Tax Roll.

Disclaimer: The actual total property taxes may vary due to changes in millage rates set by taxing authorities, the addition of non-ad valorem assessments, and special assessments. For the most accurate and up-to-date tax information, please visit the Collier County Tax Collector's office to see the final Tax bills.

INSTR 6397905 OR 6243 PG 746 E-RECORDED 5/3/2023 4:58 PM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $3,325.00 REC $18.50
CONS $475,000.00

CONSIDERATION: $475,000.00

Record and Return to:
Tropical Title Insurance Agency, Inc.
3375 Pine Ridge Road, Suite 204
Naples, FL 34109
2302P0110
Tax Folio Number: 00337680009

WARRANTY DEED

This Indenture made this 27th day of April, 2023, by **Jidong Li and Dongcheng Li, wife and husband**, whose post office address is: **9235 Lagoon Place, #410, Davie, FL 33324** , GRANTOR, and

Matthew R. Hunter and Katherine Araujo Matos, husband and wife, whose post office address is: **6614 Ilex Circle, Naples, FL 34109**, GRANTEE:

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Collier, State of Florida, to wit:

The West One-Half of the Northwest One-Quarter of the Southeast One-Quarter of the Southeast One-Quarter of Section 31, Township 49 South, Range 27 East, Collier County, Florida.

Subject to (a) ad valorem and non ad valorem real property taxes for the year of closing and subsequent years; (b) zoning, building code and other use restrictions imposed by governmental authority; (c) outstanding oil, gas and mineral interests of record, if any; and (d) restrictions, reservations and easements common to the subdivision.

AND the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

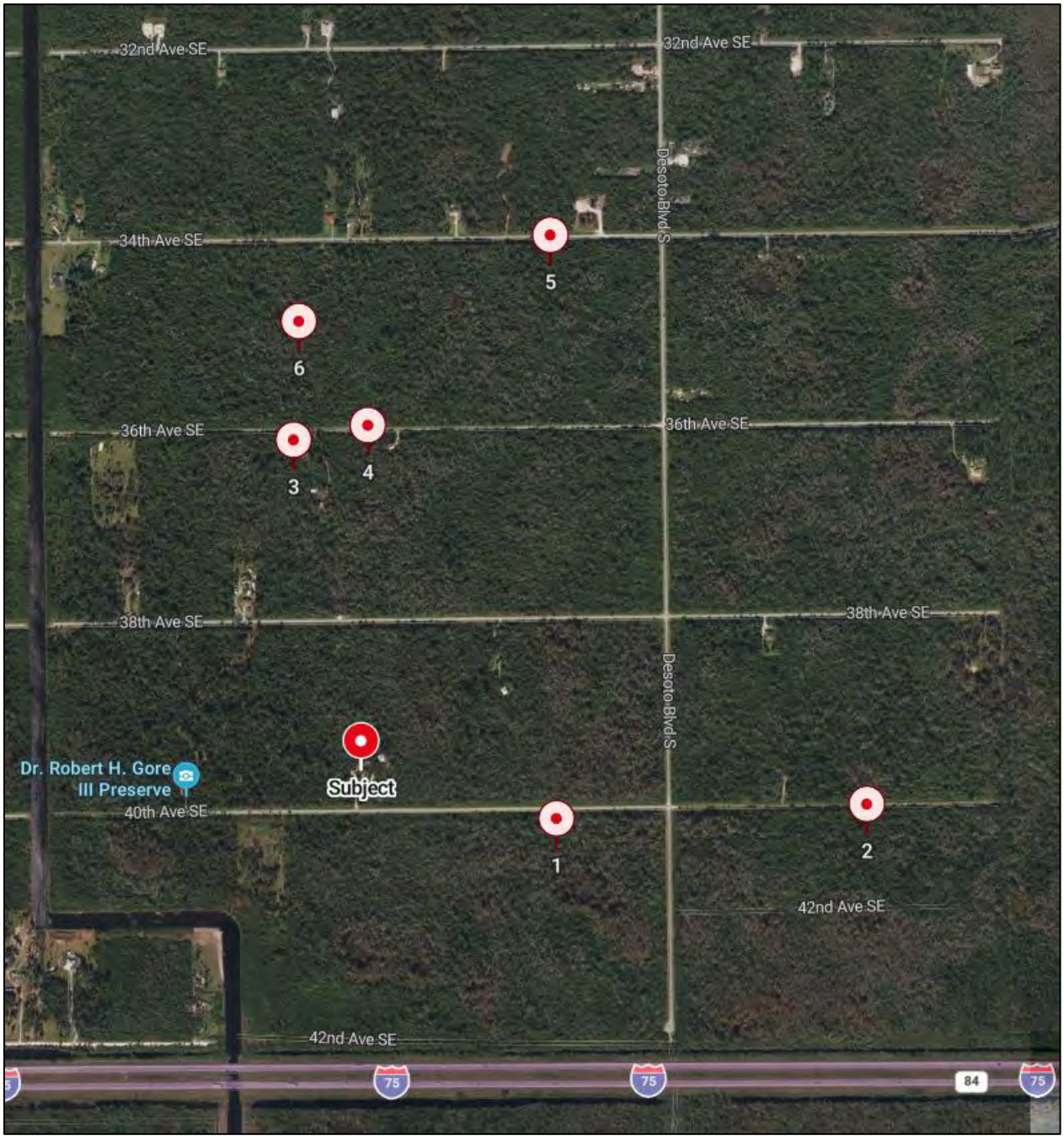
TO HAVE AND TO HOLD, the same in fee simple forever.

Together with all tenements, hereditament, and appurtenances thereto belonging or in anywise appertaining.

The property described herein is not now, nor has it ever been, the homestead of the grantor, the grantor's spouse or grantor's minor children, if any, nor is the property contiguous to their homestead.

NOT A CERTIFIED COPY

LOCATION MAP OF SUBJECT AND VACANT LAND COMPARABLES



LAND SALES ADJUSTMENT GRID

ITEM	SUBJECT	COMP #1	COMP #2	COMP #3	COMP #4	COMP #5	COMP #6
PARCEL #	41501440005	41504320009	41509120000	41500520007	41501120008	41503760000	41500560009
PROPERTY IDENTIFICATION	4261 40th Ave. SE	40th Avenue SE	40th Avenue SE	36th Avenue SE	36th Avenue SE	34th Avenue SE	36th Avenue SE
SALE PRICE	N/A	$98,650	$53,000	$57,000	$62,790	$60,000	$70,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	PENDING 0	Market 0	Market 0	PENDING 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Conventional 0
ADJUSTED SALE PRICE	N/A	$98,650	$53,000	$57,000	$62,790	$60,000	$70,000
Recording Date	N/A	08/02/24	01/29/24	01/02/24	08/02/24	01/03/24	07/30/24
Months Prior To Effective Date	08/02/24	0.00	6.11	7.00	0.00	6.97	0.10
MARKET CHANGE ADJUSTMENT	N/A	0.0%	3.1%	3.5%	0.0%	3.5%	0.0%
ADJUSTED SALE PRICE	N/A	$98,650	$54,620	$58,996	$62,790	$62,091	$70,035
Parcel Area in Gross Acres	10.00	5.00	2.73	2.50	2.73	2.73	5.00
PRICE PER ACRE	?	**$19,730**	**$20,007**	**$23,598**	**$23,000**	**$22,744**	**$14,007**
LOCATION							
ADDRESS	40th Ave. SE	40th Ave. SE	40th Ave. SE	36th Ave. SE	36th Ave. SE	34th Ave. SE	36th Ave. SE
CORNER LOT	No	No	No	No	No	No	No
PAVED ROAD	Yes	Yes	No	No	No	Yes	No
CANAL FRONTAGE	No	No	No	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Inferior 10%	Inferior 10%	Inferior 10%	Similar 0%	Inferior 10%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	10.00	5.00	2.73	2.50	2.73	2.73	5.00
SHAPE/CONFIGURATION	Square	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar	Similar
WETLANDS	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WETLANDS %	100%	100%	100%	100%	N/A	100%	100%
WETLANDS QUALITY	N/A	High 0%	N/A 0%	N/A 0%	N/A 0%	N/A 0%	Medium 0%
GROSS ADJUSTMENT	N/A	0%	10%	10%	10%	0%	10%
INDICATION OF UNIT VALUE	?	**$19,730**	**$22,008**	**$25,958**	**$25,300**	**$22,744**	**$15,408**

Carroll & Carroll
Real Estate Appraisers & Consultants

Timothy W. Sunyog, MAI

CERT GEN RZ3288

PROFESSIONAL RECOGNITION

State-Certified General Real Estate Appraiser RZ3288
Earned 12-15-08
MAI Designation Appraisal Institute
Earned 06-24-15

PROFESSIONAL EXPERIENCE

Carroll & Carroll Appraisers & Consultants, LLC, Naples, FL – Principal/Full Time Commercial Real Estate Appraiser, January 2018 - Present
Carroll & Carroll, Inc., Naples, FL, Full Time Commercial Real Estate Appraiser,
August 2005 -August 2006 & July 2007 – December 2017
Realvest Appraisal Services, Inc., Maitland, FL, Associate Appraiser, September 2006 - June 2007
Florida Real Estate Sales Associate - February 2014 – Present
Qualified Expert Witness, Circuit Court

EDUCATION

Rollins College, Bachelor of Arts – Economics - May 2004
Argus Valuation – DCF Training, February 2012
Continuing Education – Tim Sunyog has met the continuing education requirements of the State of Florida and the Appraisal Institute

PROFESSIONAL ASSOCIATIONS

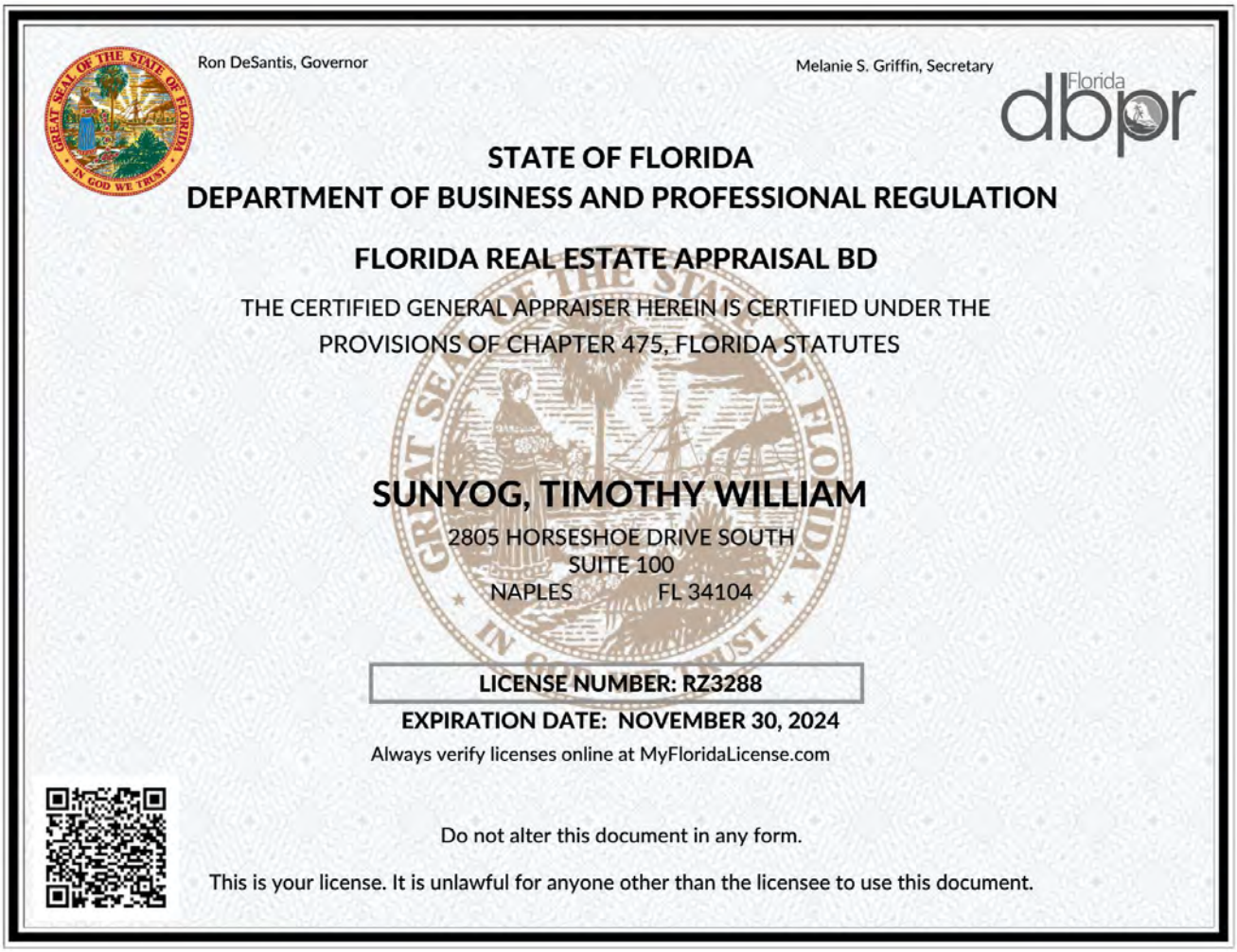
Appraisal Institute – Florida Gulf Coast Chapter (2023 President)
Appraisal Institute – Leadership Development & Advisory Council (LDAC)
Naples Area Board of Realtors

CIVIC INVOLVEMENT

Education Foundation – Connect Now Initiative
Relay for Life
Collier County Community Land Trust Project Review Committee

PRACTICE INCLUDES ASSIGNMENTS INVOLVING

Vacant Land	Agricultural Properties	Churches
Multifamily Properties	Commercial Condos	Industrial Buildings
Office Buildings	Retail Centers	Restaurants
Subdivisions	Buy/Sell Decisions	Self-Storage Facilities
Ad Valorem Tax Analysis	Litigation	Estate Settlement
Condemnation	FEMA 50% Rule Appraisals	Residential Properties



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

SUNYOG, TIMOTHY WILLIAM

2805 HORSESHOE DRIVE SOUTH
SUITE 100
NAPLES FL 34104

LICENSE NUMBER: RZ3288

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

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REAL ESTATE APPRAISAL REPORT

CYPRESS COVE CONSERVANCY

Residential
4261 40th Avenue SE
Naples, Collier County, Florida, 34117

PREPARED FOR:
Mr. Roosevelt Leonard, R/W-AC
Supervisor – Real Property Management
Collier County
3335 Tamiami Trail East, Suite 101
Naples, FL 34112

EFFECTIVE DATE OF THE APPRAISAL:
August 2, 2024

DATE OF THE REPORT:
August 28, 2024

REPORT FORMAT:
Appraisal Report

PREPARED BY:

RKL Appraisal and Consulting, PLC
RKL File Number: 2024-175

RACHEL M. ZUCCHI, MAI, CCIM
C. LOWRY, MAI, CPA
LOUIS C. BOBBITT, MAI

4500 Executive Drive, Suite 230
Naples, FL 34119-8908
Phone: 239-596-0800
www.rklac.com



Cypress Cove Conservancy

4261 40th Avenue SE
Naples, Florida

RKL
APPRAISAL AND CONSULTING

August 28, 2024

Mr. Roosevelt Leonard, R/W-AC
Collier County
3335 Tamiami Trail East, Suite 101
Naples, FL 34112

Re: Real Estate Appraisal
Cypress Cove Conservancy
4261 40th Avenue SE, Naples,
Collier County, Florida, 34117
RKL File Number: 2024-175

Dear Mr. Leonard:

At your request, RKL Appraisal and Consulting, PLC has prepared the accompanying appraisal for the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest in the subject property. The intended users for the assignment are Conservation Collier and the Collier County Board of Commissioners, and the intended use of the appraisal is to assist with the acquisition decisions by Conservation Collier and the Collier County Board of Commissioners. We use the appraisal report option of Standards Rule 2-2 of USPAP to report the assignment results.

Please reference the appraisal scope section of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis, and valuation methodology.

The accompanying appraisal conforms with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the appraisal guidelines of Collier County.

The subject is an existing residential type property containing 1,549 square feet of rentable area. The stilt home was constructed in 1988 and had extensive renovations from 2021 through 2023. It is operated as the Gore Nature Center by Cypress Cove Conservancy, Inc. The site consists of 10.00 acres, or 435,600 square feet.

RACHEL M. ZUCCHI, MAI, CCIM
KC. LOWRY, MAI, CPA
LOUIS C. BOBBITT, MAI

4500 Executive Drive, Suite 230
Naples, FL 34119-8908
Phone: 239-596-0800
www.rklac.com

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion(s):

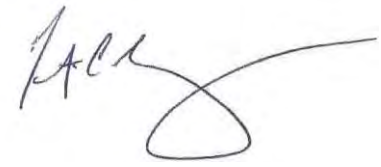
VALUE CONCLUSIONS

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value, As Is	Fee Simple	August 2, 2024	$720,000

The value conclusion(s) are subject to the following hypothetical conditions and extraordinary conditions. These conditions may affect the assignment results.

Hypothetical Conditions:	None.
Extraordinary Assumptions:	Conservation Collier supplied these appraisers with an Initial Criteria Screening Report dated August 3, 2022 with revisions on August 26, 2022, February 7, 2024 and March 6, 2024. The screening report was prepared for seven parcels at 20.77 acres including the subject property. We have assumed that the information supplied in the report is generally similar for all the seven tracts.

Respectfully submitted,
RKL APPRAISAL AND CONSULTING, PLC





K. C. Lowry, MAI, CPA
Florida State-Certified General Real Estate Appraiser RZ2355
klowry@rklac.com; Phone 239-596-0802

Rachel M. Zucchi, MAI, CCIM
Florida State-Certified General Real Estate Appraiser RZ2984
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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

GENERAL	
Subject:	Cypress Cove Conservancy 4261 40th Avenue SE, Naples, Collier County, Florida, 34117
Owner:	Cypress Cove Conservancy, Inc
Legal Description:	All of Tract 15 and Tract 18, Unit 91, Golden Gate Estates, according to the plat thereof, recorded in Plat Book 5, Page 30, Public Records of Collier County, Florida.
Tax Identification:	41501440005
Intended Use:	The intended use is to assist with the acquisition decisions by Conservation Collier and the Collier County Board of Commissioners.
Intended User(s):	Conservation Collier and the Collier County Board of Commissioners
PROPERTY	
Land Area:	Total: 10.00 acres; 435,600 square feet
Improvements:	
Year Built:	1988
Renovations:	2021-2023
Gross Building Area (GBA):	1,962
Gross Leasable Area (GLA):	1,549
Zoning:	E - Estates
Highest and Best Use	
As if Vacant	Single family residential development
As Improved	The highest and best use is as currently improved.
Exposure Time	12 months
Marketing Period	12 months
VALUE INDICATIONS	
	As Is
Cost Approach:	Not Developed
Sales Comparison Approach:	$720,000
Income Approach:	Not Developed
Reconciled Value(s):	**As Is**
Value Conclusion(s)	$720,000
Effective Date(s)	August 2, 2024
Property Rights	Fee Simple

The value conclusion(s) are subject to the following hypothetical conditions and extraordinary conditions. These conditions may affect the assignment results.

Hypothetical Conditions:	None.
Extraordinary Assumptions:	Conservation Collier supplied these appraisers with an Initial Criteria Screening Report dated August 3, 2022 with revisions on August 26, 2022, February 7, 2024 and March 6, 2024. The screening report was prepared for seven parcels at 20.77 acres including the subject property. We have assumed that the information supplied in the report is generally similar for all the seven tracts.

CONSERVATION FEATURES SUMMARY OVERVIEW

Project Name: Cypress Cove Conservancy

Folio numbers with owner(s) of record: 41501440005; Cypress Cove Conservancy, Inc

Zoning and overlays: E Estates within Golden Gate Estates future land use

Zoning Considerations for TDR's, PHU, other endangered species: According to a Conservation Collier Initial Criteria Screening Report revised and dated March 6, 2024, the surveyed parcels contain approximately 81% hydric soils. The property is zoned Estates. A. Per the wetlands mapper from U.S. Fish & Wildlife Service the property includes 10.00 acres of Freshwater Forested/Shrub Wetlands. Documented wildlife on the surveyed parcels include the Florida panther, Florida sandhill crane, Little Blue Heron, Tricolored Heron, Wood stork and American alligator.

Was the cost to mitigate wetlands or endangered species taken into consideration? According to a Conservation Collier Initial Criteria Screening Report revised and dated March 6, 2024 there are invasive vegetation on the subject site. Management issues and estimated costs associated with exotics include: Initial Exotic Removal estimated at $4,000-$6,800 and ongoing annual estimated at $3,500.

Scope of proposed mitigation: The property has cleared to heavy vegetation. According to a Conservation Collier Initial Criteria Screening Report revised and dated March 6, 2024, the surveyed area includes Cypress, Cypress Mixed Hardwoods, Mixed Wetland Hardwoods, Mixed Shrub-Shrub Wetland and Pine Flatwood. Lands covers include Cypress/Tupelo Mixed and Mixed Wetland Hardwoods. Approximately 50-65% of the plant communities within the TPMA parcels are infested with invasive vegetation – primarily Brazilian pepper. Other species of concern include lantana, mission grass, cogon grass, and Boston fern.

Land Area: 10.00 acres or 435,600 square feet

Access for the parcel taken into consideration: Yes, the property has good access with a gate.

Highest and Best Use: Single family residential development

Date of estimated value: August 2, 2024

Estimated value: $720,000

INTRODUCTION INFORMATION

SUBJECT IDENTIFICATION

Subject:	Cypress Cove Conservancy 4261 40th Avenue SE, Naples, Collier County, Florida, 34117
Legal Description:	All of Tract 15 and Tract 18, Unit 91, Golden Gate Estates, according to the plat thereof, recorded in Plat Book 5, Page 30, Public Records of Collier County, Florida.
Tax Identification:	41501440005

The subject is an existing residential type property containing 1,549 square feet of rentable area. The stilt home was constructed in 1988 and had extensive renovations from 2021 through 2023. It is operated as the Gore Nature Center by Cypress Cove Conservancy, Inc. The site consists of 10.00 acres, or 435,600 square feet.

CURRENT OWNERSHIP AND PROPERTY HISTORY

Owner

The owner of the property is Cypress Cove Conservancy, Inc.

Sale History

According to public records, the subject has not sold in the last three years.

Current Listing/Contract(s):

The subject is not currently listed for sale, or under contract.

To the best of our knowledge, no other sale or transfer of ownership has occurred within the past three years, and as of the effective date of this appraisal, the property is not subject to an agreement of sale or option to buy, nor is it listed for sale.

APPRAISAL SCOPE

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and any other intended users;
- the intended use of the appraiser's opinions and conclusions;
- the type and definition of value;
- the effective date of the appraiser's opinions and conclusions;
- subject of the assignment and its relevant characteristics
- assignment conditions

- the expectations of parties who are regularly intended users for similar assignments; and
- what an appraiser's peer's actions would be in performing the same or a similar assignment.

CLIENT, INTENDED USER, AND INTENDED USE

The client and the intended user of the appraisal are Conservation Collier and the Collier County Board of Commissioners. The intended use is to assist with the acquisition decisions by Conservation Collier and the Collier County Board of Commissioners. The appraisal is not intended for any other use or user.

DEFINITION OF MARKET VALUE

Market value definition used by agencies that regulate federally insured financial institutions in the United States is defined by *The Dictionary of Real Estate Appraisal, 7*th ed. (Chicago: Appraisal Institute, 2022) as:

> The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> - Buyer and seller are typically motivated;
> - Both parties are well informed or well advised, and acting in what they consider their best interests;
> - A reasonable time is allowed for exposure in the open market;
> - Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
> - The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."
>
> (Source: 12 C.F.R. Part 34.42(h); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994; 79 Federal Register 28400, May 16, 2014; 83 Federal Register April 9, 2018; 84 Federal Register, October 8, 2019)

DEFINITION OF PROPERTY RIGHTS APPRAISED

Fee simple estate is defined as an: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." (Source: *The Dictionary of Real Estate Appraisal,* 7th ed. (Chicago: Appraisal Institute, 2022)

PURPOSE OF APPRAISAL, PROPERTY RIGHTS APPRAISED, AND DATES

The purpose of the appraisal is to estimate the market value of the fee simple interest in the subject property. The effective date of the subject appraisal is August 2, 2024. The date of inspection was August 2, 2024. The date of the report is August 28, 2024.

SCOPE OF WORK

The problem to be solved is to estimate the market value of the fee simple interest in the subject property.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.
Inspection:	A complete interior and exterior inspection of the subject property has been made, and photographs taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Valuation Analyses	
Cost Approach:	A cost approach was not applied as a typical buyer does not utilize this valuation technique in the current economic environment except for build-to-suit and special purpose properties.
Sales Comparison Approach:	A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Approach:	An income approach was not applied as while the subject could generate an income stream, the most probable buyer is an owner-occupant.
Hypothetical Conditions:	None.

Extraordinary Assumptions:	Conservation Collier supplied these appraisers with an Initial Criteria Screening Report dated August 3, 2022 with revisions on August 26, 2022, February 7, 2024 and March 6, 2024. The screening report was prepared for seven parcels at 20.77 acres including the subject property. We have assumed that the information supplied in the report is generally similar for all the seven tracts.

Comments

The individual sections of the report detail the additional research, confirmation, and analysis of relevant data.

ECONOMIC ANALYSIS

NATIONAL ECONOMIC ANALYSIS

The Federal Reserve Open Market Committee (FOMC) released the following statement on July 31, 2024. Recent indicators suggest that economic activity has continued to expand at a solid pace. Job gains have moderated, and the unemployment rate has moved up but remains low. Inflation has eased over the past year but remains somewhat elevated. In recent months, there has been some further progress toward the Committee's 2 percent inflation objective.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. The Committee judges that the risks to achieving its employment and inflation goals continue to move into better balance. The economic outlook is uncertain, and the Committee is attentive to the risks to both sides of its dual mandate.

In support of its goals, the Committee decided to maintain the target range for the federal funds rate at 5-1/4 to 5-1/2 percent. In considering any adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee does not expect it will be appropriate to reduce the target range until it has gained greater confidence that inflation is moving sustainably toward 2 percent. In addition, the Committee will continue reducing its holdings of Treasury securities and agency debt and agency mortgage-backed securities. The Committee is strongly committed to returning inflation to its 2 percent objective.

In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee's goals. The Committee's assessments will take into account a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments.

The following table details the economic forecasts of Federal Reserve Board members and Federal Reserve Bank presidents as of June 2024. Real GDP is projected to grow at a rate of 2.1% in 2024, the same as the March 2024 projection. The unemployment projection also remained the same at 4.0%. The Core PCE inflation projection increased from 2.6% to 2.8% in 2024.

Table 1. Economic projections of Federal Reserve Board members and Federal Reserve Bank presidents, under their individual assumptions of projected appropriate monetary policy, June 2024

Percent

Variable	Median[1]				Central Tendency[2]				Range[3]			
	2024	2025	2026	Longer run	2024	2025	2026	Longer run	2024	2025	2026	Longer run
Change in real GDP	2.1	2.0	2.0	1.8	1.9–2.3	1.8–2.2	1.8–2.1	1.7–2.0	1.4–2.7	1.5–2.5	1.7–2.5	1.6–2.5
March projection	2.1	2.0	2.0	1.8	2.0–2.4	1.9–2.3	1.8–2.1	1.7–2.0	1.3–2.7	1.7–2.5	1.7–2.5	1.6–2.5
Unemployment rate	4.0	4.2	4.1	4.2	4.0–4.1	3.9–4.2	3.9–4.3	3.9–4.3	3.8–4.4	3.8–4.3	3.8–4.3	3.5–4.5
March projection	4.0	4.1	4.0	4.1	3.9–4.1	3.9–4.2	3.9–4.3	3.8–4.3	3.8–4.5	3.7–4.3	3.7–4.3	3.5–4.3
PCE inflation	2.6	2.3	2.0	2.0	2.5–2.9	2.2–2.4	2.0–2.1	2.0	2.5–3.0	2.2–2.5	2.0–2.3	2.0
March projection	2.4	2.2	2.0	2.0	2.3–2.7	2.1–2.2	2.0–2.1	2.0	2.2–2.9	2.0–2.5	2.0–2.3	2.0
Core PCE inflation[4]	2.8	2.3	2.0		2.8–3.0	2.3–2.4	2.0–2.1		2.7–3.2	2.2–2.6	2.0–2.3	
March projection	2.6	2.2	2.0		2.5–2.8	2.1–2.3	2.0–2.1		2.4–3.0	2.0–2.6	2.0–2.3	
Memo: Projected appropriate policy path												
Federal funds rate	5.1	4.1	3.1	2.8	4.9–5.4	3.9–4.4	2.9–3.6	2.5–3.5	4.9–5.4	2.9–5.4	2.4–4.9	2.4–3.8
March projection	4.6	3.9	3.1	2.6	4.6–5.1	3.4–4.1	2.6–3.4	2.5–3.1	4.4–5.4	2.6–5.4	2.4–4.9	2.4–3.8

According to Freddie Mac Chief Economist Sam Khater, "Given inflation continues to decelerate and the Federal Reserve Board's current expectations that they will lower the federal funds target rate next year, we likely will see a gradual thawing of the housing market in the new year." According to a December 2023 AP report, the recent downward shift in mortgage rates is a welcome development for homebuyers. Mortgage applications notched their sixth consecutive weekly increase last week, according to the Mortgage Bankers Association.

According to an November 2023 report by Lawrence Yun, although high mortgage rates, elevated home prices and limited housing inventory have crippled the 2023 housing market, the outlook for 2024 is brighter. Mr. Yun expects existing-home sales to increase by 15% in 2024 as mortgage rates stabilize and home sellers adapt. "I believe we've already reached the peak in terms of interest rates. The question is when are rates going to come down?"

According to the National Association of Real Estate Investment Trusts' (NAREIT) 2024 Outlook, with the Federal Reserve at, or near, the end of its tightening cycle, REITs are well-situated for outsized performance in 2024. "While public real estate valuations have adjusted, private real estate valuations probably will see further declines in 2024." The firm noted that REITs' well-managed balance sheets likely will enable them to navigate economic uncertainty in 2024.

The 2024 CBRE U.S. Real Estate Market Outlook there is an increased chance that the U.S. will avoid a recession and achieve a soft economic landing in 2024, but economic growth will slow and downside risks are elevated. Commercial real estate investment activity likely will begin to pick up in the second half of 2024. The normalization of hybrid working arrangements will continue to limit the growth of office demand. Retail real estate fundamentals are expected to remain strong due to the scarcity of new construction deliveries over the past decade. The industrial market is expected to remain healthy, with net absorption on par with 2023 levels. The biggest wave of new apartment supply in decades will temper rent growth and improve affordability for renters in 2024. The hotel industry will face headwinds to RevPAR growth in 2024, including competition from alternative lodging sources and a slower economy, but fewer Americans traveling internationally will benefit the domestic market. Demand for new

data center development will attract more institutional investment in 2024, as investors reallocate capital from the office sector to real estate alternatives.

According to the Deloitte Center for Financial Services annual Commercial Real Estate Outlook for 2024, "the global real estate industry has an opportunity to start rebuilding on more solid ground. Multiple factors, from a pandemic-era recovery that shifted how and where people work to more recent geopolitical uncertainties and financial market instability, the coming year is expected to be pivotal in real estate firms' ability to recover and build up. Marked by a myriad of mixed signals about the health and trajectory of our industry, real estate leaders may need to find their footing as they shape the next phase of real estate ownership and investment."

According to the PwC Emerging Trends in Real Estate 2024, there's a reluctant acceptance in the industry that interest rates will remain high for at least the next year and possibly even longer. "Even good news, such as investors being eager to acquire new assets, is tempered by bleak sector data. For example, despite available equity, transactions are down — and many in the industry point to instances where buyers and sellers simply can't agree on pricing because the dearth of sales limits price clarity." Respondents to the *Emerging Trends* survey believe the worst of inflation is behind us, which should give the Federal Reserve a reason to pause interest rate hikes.

According to J.P. Morgan Chase 2024 commercial real estate outlook, "multifamily and neighborhood retail stay strong, while industrial may be starting to soften. The future of office buildings remains unclear." They also report the future of interest rates is uncertain as the economy begins to slow down.

FLORIDA ECONOMIC ANALYSIS

According to the U.S. Census Bureau, after a historically low rate of change between 2020 and 2021, the U.S. resident population increased by 0.4%, or 1,256,003, to 333,287,557 in 2022. Florida was the fastest-growing state in 2022, with an annual population increase of 1.9%, resulting in a total resident population of 22,244,823. It was also the second largest-gaining state behind Texas, with an increase of 416,754 residents. Net migration was the largest contributing component of change to Florida's growth, adding 444,484 residents. "While Florida has often been among the largest-gaining states," Kristie Wilder, a demographer in the Population Division at the Census Bureau noted, "this was the first time since 1957 that Florida has been the state with the largest percent increase in population.

According to the Summer 2023 Florida Forecast prepared by the Institute for Economic Competitiveness at the University of Central Florida, Florida's economy, as measured by real Gross State Product, will expand at an average annual rate of 1.5% from 2023 to 2026. Real Gross State Product will decelerate during the economic slowdown as growth will slow to 0.5% in 2024 and 0.8% in 2025, then accelerate to reach 1.7% by 2026.

Payroll job growth in Florida will begin to falter with a slowdown in the U.S. economy, but not in every sector. After year-over-year growth of 4.7% in 2021 and job growth of

5.6% in 2022, payroll employment in 2023 will decrease to 2.4%, contract by 1.8% in 2024, and by 0.4% in 2025. Job growth turns positive and grows by 1.0% in 2026.

Housing starts have felt the bitter chill of higher mortgage rates. Total starts were 192,213 in 2022—before higher mortgage rates and worries of a slowing economy will result in a deceleration in starts to 183,134 in 2023, 158,716 in 2024, 154,424 in 2025, and 150,981 in 2026.

The unemployment rate fell to 4.7% in 2021, and then to 2.9% in 2022. The slowing economy will push the rate up to 3.1% in 2023, to 4.4% in 2024, and to 5.0% in 2025 and 2026.

Table 1. Annual Summary of the University of Central Florida's Forecast for Florida

	2018	2019	2020	2021	2022	2023	2024	2025	2026
					Personal Income and GSP				
Personal Income (Bil. $)	1088.8	1165.1	1235.8	1356.3	1414.0	1515.3	1581.7	1659.2	1742.9
Florida.(%Ch Year ago)	6.3	7.0	6.1	9.8	4.2	7.2	4.4	4.9	5.0
U.S.(%Ch Year ago)	5.0	5.1	6.7	7.4	2.3	5.1	4.7	4.4	4.4
Personal Income (Bil. 2012$)	1000.5	1061.5	1104.1	1157.1	1132.8	1171.5	1194.7	1226.0	1262.6
Florida.(%Ch Year ago)	4.6	6.1	4.0	4.8	-2.1	3.4	2.0	2.6	3.0
U.S.(%Ch Year ago)	2.8	3.6	5.5	3.3	-3.8	1.3	2.2	2.1	2.3
Disp. Income (Bil. 2012$)	895.9	949.9	992.8	1023.5	974.6	1033.3	1064.0	1093.5	1125.4
Florida.(%Ch Year ago)	6.2	6.0	4.5	3.1	-4.8	6.0	3.0	2.8	2.9
U.S.(%Ch Year ago)	3.3	3.5	6.2	1.9	-6.2	3.7	2.9	2.2	2.2
GSP (Bil. $)	1057.3	1111.4	1116.7	1255.6	1389.1	1491.7	1538.3	1588.1	1652.2
(%Ch Year ago)	5.4	5.1	0.5	12.4	10.6	7.4	3.1	3.2	4.0
GSP (Bil. 2012$)	941.6	965.7	950.2	1029.6	1070.9	1101.2	1106.7	1116.0	1135.2
(%Ch Year ago)	3.2	2.6	-1.6	8.4	4.0	2.8	0.5	0.8	1.7
					Employment and Labor Force (Household Survey % Change Year Ago)				
Employment	2.5	2.1	-4.9	4.6	5.7	2.4	-1.8	-0.4	1.0
Labor Force	1.5	1.7	-1.7	2.4	3.9	2.3	1.4	0.8	0.8
FL Unemployment Rate (%)	3.7	3.2	8.2	4.7	2.9	3.1	4.4	5.0	5.0
U.S. Unemployment Rate (%)	3.9	3.7	8.1	5.4	3.6	3.5	3.9	4.5	4.8

COLLIER COUNTY AREA ANALYSIS

Collier County has long been an attractive place to retire and it continues to be an area that experiences a great deal of seasonal population increases. According to the Collier County Comprehensive Planning Department, Collier County's population increases up to 25% between November and April due to seasonal residents and short-term agricultural workers in the Immokalee area. The population increase creates a high degree of seasonality within the retail, service, and hospitality sectors of Collier County's economy.

Collier County is located less than 150 miles from Fort Myers, Fort Lauderdale, Miami, Sarasota, and West Palm Beach as shown in the following table.

Distance to Other Major Markets			
Metro Area			Miles
Fort Myers	44	Jacksonville	378
Fort Lauderdale	107	Tallahassee	435
Miami	128	Atlanta	616
Sarasota	120	New York	1,311
West Palm Beach	150	Dallas	1,315
Tampa	169	Chicago	1,335
Orlando	238		

Population

The Bureau of Economic and Business Research, University of Florida released the following population statistics for Southwest Florida. As shown, total population increased in all six Southwest Florida counties with the greatest percentage growth in Lee County and the second highest in Charlotte County.

Projections of Florida Population by County, 2025-2050, with Estimates for 2023

	Population				Percent Change		
	2023	2025	2030	2035	2023 to 2025	2025 to 2030	2030 to 2035
Southwest Florida	1,922,304	1,993,700	2,144,000	2,262,900	3.71%	7.54%	5.55%
Charlotte	204,126	211,300	226,900	240,000	3.51%	7.38%	5.77%
Collier	399,480	413,300	443,000	466,000	3.46%	7.19%	5.19%
Glades	12,591	12,700	12,900	13,000	0.87%	1.57%	0.78%
Hendry	40,895	41,500	42,600	43,400	1.48%	2.65%	1.88%
Lee	800,989	835,900	908,500	964,400	4.36%	8.69%	6.15%
Sarasota	464,223	479,000	510,100	536,100	3.18%	6.49%	5.10%

Source: University of Florida, Bureau of Economic and Business Research, Florida Population Studies, Bulletin 198, January 2024

U.S. News & World Report, the global authority in rankings and consumer advice evaluated the country's 150 most populous metropolitan areas based on affordability, job prospects and desirability. The 2024 25 Best Places to Retire includes six Florida metro areas with Daytona Beach the top Florida market at No. 8. Tampa is No. 12 overall while Sarasota is No. 18. Naples is ranked 6th overall in the 2023-2024 Best Places to Live report released by U.S. News & World Report and Sarasota is ranked 5th.

Naples ranks No. 1 in the annual U.S. News & World Report Best Places to Live in the U.S. Sarasota, was ranked No. 11.

Employment

The local economy is largely dependent on the real estate market. Covid-19 negatively impacted overall employment and the service and leisure and hospitality sectors in particular; however, jobs continue to return as the market improves. Tourism drives much of the Collier County area's economy, with leisure and hospitality composing almost 20% of the workforce. Employment growth has slowed considerably here, according to the

Florida Bureau of Workforce Statistics and Economic Research, Collier County added approximately 1,200 jobs over the past year as of November 2023. The leisure and hospitality sector led the region in job gains, adding 900 jobs year over year. However, several industries recorded year-over-year job losses, with professional and business services leading the region with 1,100 jobs lost.

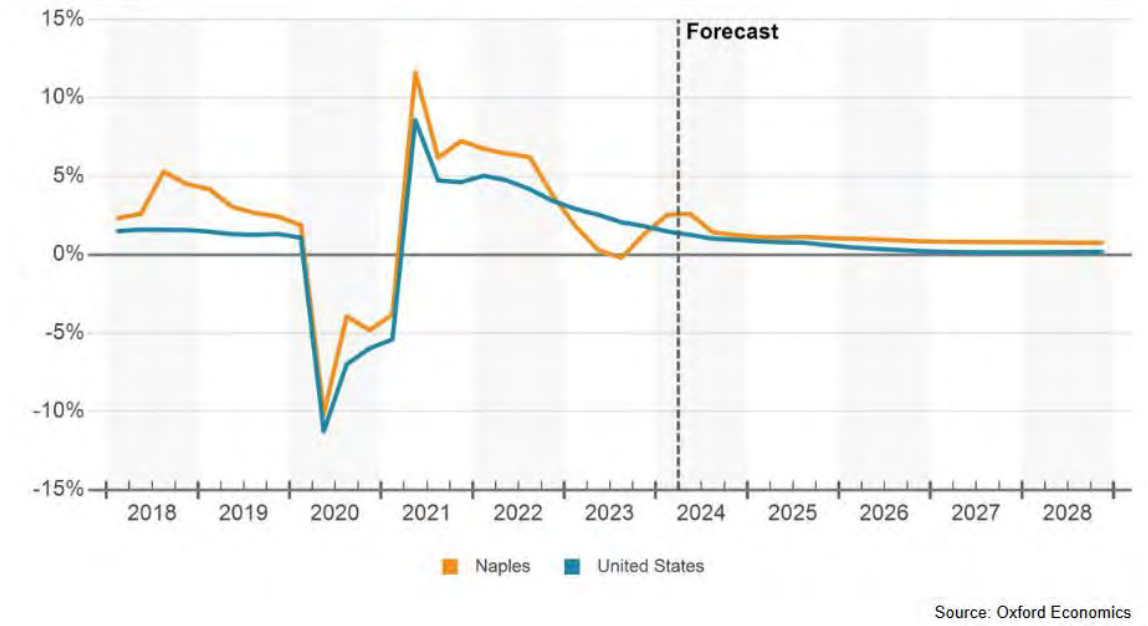
The following table shows the 1Q 2024 Collier County Employment by Industry as well as historical and projected job growth.

NAPLES EMPLOYMENT BY INDUSTRY IN THOUSANDS

	CURRENT JOBS		CURRENT GROWTH		10 YR HISTORICAL		5 YR FORECAST	
Industry	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	6	0.4	3.46%	0.04%	5.99%	0.70%	1.09%	0.13%
Trade, Transportation and Utilities	31	1.0	0.71%	0.07%	2.28%	1.03%	0.30%	0.14%
Retail Trade	22	1.3	-0.39%	-0.17%	1.28%	0.18%	0.26%	0.13%
Financial Activities	10	1.0	-0.14%	0.54%	3.42%	1.44%	0.61%	0.18%
Government	14	0.6	2.24%	2.35%	1.10%	0.55%	0.89%	0.32%
Natural Resources, Mining and Construction	20	2.2	0.73%	2.16%	5.77%	2.35%	1.42%	0.24%
Education and Health Services	27	1.0	3.93%	3.32%	3.88%	1.98%	1.24%	0.63%
Professional and Business Services	21	0.8	3.15%	0.69%	3.99%	1.97%	1.43%	0.47%
Information	1	0.4	-7.13%	-1.76%	-1.57%	1.10%	-0.73%	0.22%
Leisure and Hospitality	29	1.6	5.06%	2.56%	1.47%	1.51%	0.70%	0.69%
Other Services	10	1.5	4.28%	1.48%	1.38%	0.65%	0.66%	0.26%
Total Employment	**169**	**1.0**	**2.55%**	**1.44%**	**2.90%**	**1.34%**	**0.90%**	**0.37%**

Source: Oxford Economics
LQ = Location Quotient

JOB GROWTH (YOY)



Source: Oxford Economics

The following table shows employment projections through 2031 by the Florida Department of Economic Opportunity. As shown, the Leisure and Hospitality industry has the largest projected growth rate of 19.3% followed by Education and Health Services (13.7%).

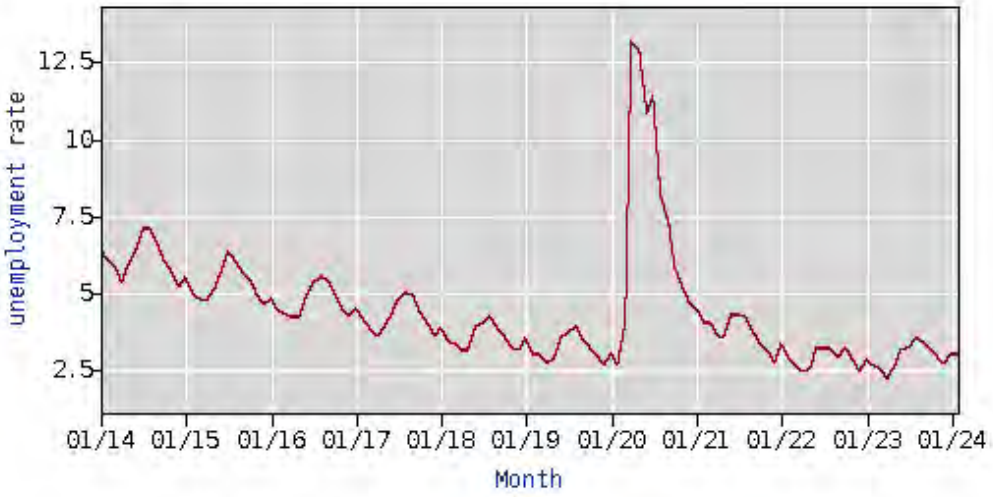
JOBS BY INDUSTRY				
CHARLOTTE, COLLIER, GLADES, HENDRY, AND LEE COUNTIES				
	Employment			
NAICS Title	**2023**	**2031**	**Growth**	**Percent Growth**
Total, All Industries	592,524	657,397	64,873	10.9
Agriculture, Forestry, Fishing & Hunting	7,122	6,681	-441	-6.2
Mining	460	486	26	5.7
Construction	66,003	73,809	7,806	11.8
Manufacturing	14,969	16,103	1,134	7.6
Trade, Transportation and Utilities	105,894	113,674	7,780	7.3
Information	5,278	5,626	348	6.6
Financial Activities	28,940	32,255	3,315	11.5
Professional and Business Services	75,246	85,284	10,038	13.3
Education and Health Services	69,915	79,489	9,574	13.7
Leisure and Hospitality	81,102	96,765	15,663	19.3
Other Services, Ex. Public Admin	21,653	23,603	1,950	9.0
Government	68,519	72,939	4,420	6.5
Self Employed and Unpaid Family Workers, All Jobs	47,423	50,683	3,260	6.9
Source: Florida Department of Economic Opportunity				

Collier County unemployment peaked in August 2010 at 13.0% and had generally been declining until the Covid-19 pandemic with unemployment peaking again at 13.1% in April 2020. The preliminary reported unemployment rate in February 2024 was only 3.0%.

The annual Collier County rate peaked in 2010 at 11.6% and had declined steadily since until the spike from the Covid-19 pandemic in April 2020. However, unemployment numbers have steadily decreased as the economy continues to improve.

Local Area Unemployment Statistics

Series Id:	LAUCN120210000000003
Not Seasonally Adjusted	
Area:	Collier County, FL
Area Type:	Counties and equivalents
State/Region/Division:	Florida
Measure:	unemployment rate



As of February 2024, the unemployment rate for the State of Florida was 3.3%, down from the peak in May 2020 of 14.3%. On a national level, the unemployment rate in February 2024 was 3.8%, a decrease from the peak in April 2020 of 14.8%. Collier County currently has a lower February rate, at 3.0%, than state and national levels.

The local economy is largely dependent on the real estate market. The following table from the U.S. Department of Labor shows Naples/Immokalee/Marco Island employment from 2014 through March 2024. As shown, unemployment from the Covid-19 pandemic affected the service and leisure and hospitality sectors the most. All sectors have regained all lost jobs and have exceeded 2019 levels.

Naples - Immokalee - Marco Island										
Year	Service-Providing	% Change	Goods Producing	% Change	Mining, Logging, & Const.	% Change	Leisure and Hospitality	% Change	All Employees, Total Nonfarm	% Change
2014	114,400	4.4%	15,400	14.1%	12,100	15.2%	25,500	4.5%	129,400	4.9%
2015	118,500	3.6%	17,000	10.4%	13,600	12.4%	26,500	3.9%	135,500	4.7%
2016	123,200	4.0%	18,700	10.0%	14,900	9.6%	27,500	3.8%	141,900	4.7%
2017	125,400	1.8%	19,400	3.7%	15,400	3.4%	28,300	2.9%	144,800	2.0%
2018	128,600	2.6%	21,500	10.8%	17,200	11.7%	29,100	2.8%	150,100	3.7%
2019	132,200	2.8%	22,400	4.2%	17,700	2.9%	30,000	3.1%	154,600	3.0%
2020	125,300	-5.2%	22,100	-1.3%	17,200	-2.8%	25,600	-14.7%	147,400	-4.7%
2021	132,000	5.3%	23,200	5.0%	18,100	5.2%	27,800	8.6%	155,300	5.4%
2022	139,700	5.8%	24,800	6.9%	19,400	7.2%	29,300	5.4%	164,500	5.9%
2023	144,700	3.6%	26,400	6.5%	20,800	7.2%	30,000	2.4%	171,100	4.0%
2024*	149,200	2.0%	26,900	4.0%	21,200	3.8%	32,600	3.3%	176,100	2.3%

*Through March 2024; percentage increase in comparison to March 2023 YTD
Source: U.S. Department of Labor

Collier County and the entire Southwest Florida Region is substantially dependent on the real estate and construction sectors. Therefore, the area has been and should be more susceptible to cyclical fluctuations that have occurred in other areas dominated by a single industry. The Southwest Florida Economic Development Alliance reports key employers in Southwest Florida (Collier, Lee and Charlotte County) from Biofuels, healthcare, technology, apparel design, to sugar production are a driving force behind the region's success. The table below provides a few examples of some key employers in Southwest Florida.

- Industrial Biotechnology, Algenol Biofuels – Global Headquarters
- Medical Devices, Arthrex, Inc. – Global Headquarters
- Women's Specialty Apparel Retailer, Chico's FAS – Global Headquarters
- Specialty Electronics Manufacturer, Fox Electronics – Global Corporate Headquarters
- Global IT Research and Advising, Gartner, Inc.
- Vehicle Rentals and Sales, Hertz, Inc. – Global Headquarters
- Subsidiary Pittsburgh Glass Works, Lynx Services, LLC – Customers Service Center
- Manufacturing Fluid Management, Shaw Development – Global Headquarters
- Agricultural and Food Manufacturer, U.S. Sugar Corporation – Headquarters
- Healthcare, 21st Century Oncology – Global Headquarters

The following table shows the Top 25 Employers as reported by the Florida Gulf Coast University Regional Economic Research Institute in 2023.

Southwest Florida Top Employers
2023

FGCU | Lutgert College of Business Regional Economic Research Institute

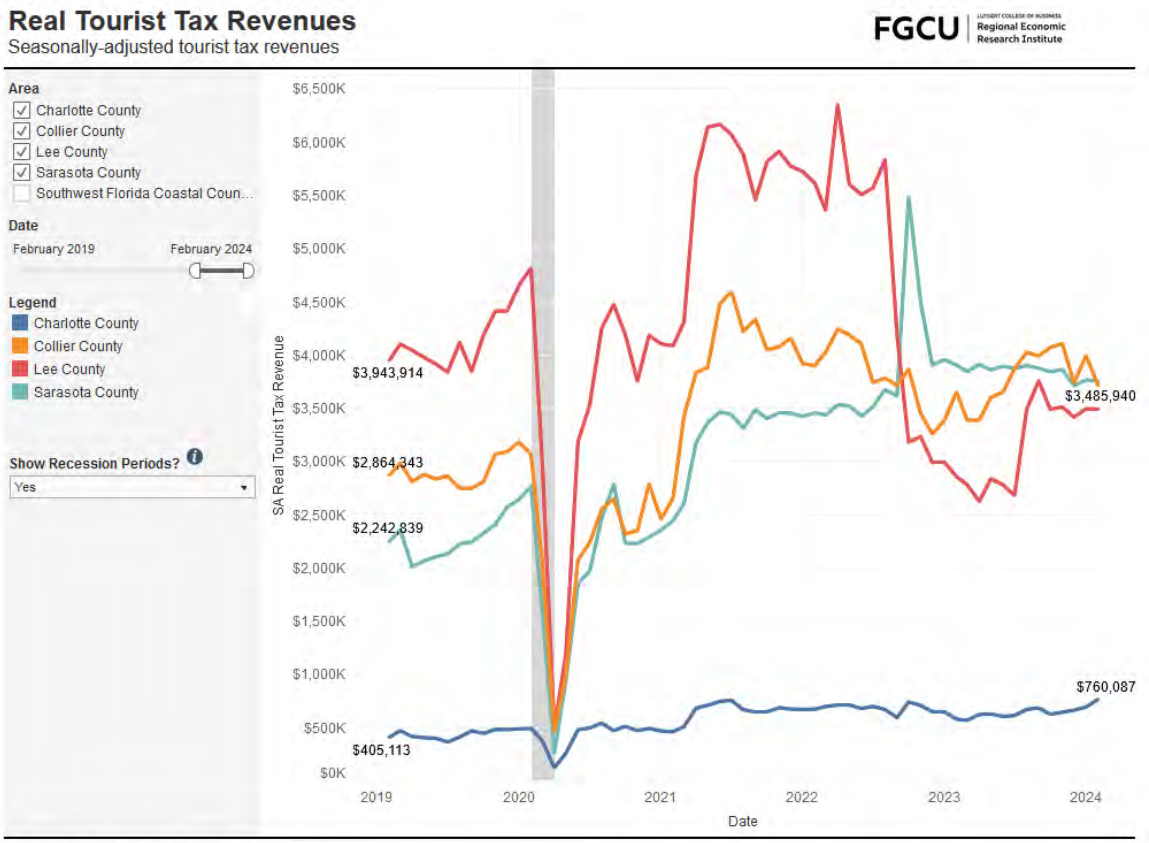
Area: Collier County

Rank	Business Name	
1	Collier County Public Schools	5,810
2	Collier County Local Government	5,045
3	Arthrex	3,983
4	NCH Healthcare System	3,288
5	Publix Super Market	2,935
6	Gargiulo	2,082
7	Pacific Tomato Growers	872
8	Walmart	807
9	Marriott International, Inc.	669
10	Moorings Park	657
11	Downing-frye Realty Inc.	605
12	McDonald's	545
13	Vi at Bentley Village	494
14	Asg	447
15	David Lawrence Center	423
16	Philharmonic Center For The Arts	412
17	Naples Lake Country Club	402
18	Walgreens	389
19	Ave Maria School of Law	372
20	Heartland Health Care Center Ft Myers	372
21	Aa Stucco & Drywall Inc.	350
22	Home Depot	350
23	Seminole Casino Hotel Immokalee	350
24	CVS Pharmacy	349
25	Twineagles Pro Shop	333

Source: RERI Analysis of data obtained from Bureau of Labor Statistics and DatabaseUSA, obtained through Lightcast
Note: Local County Government employment represents employment figures obtained from the Quarterly Census of Employment and Wages, and represents all city governments, county governments and similar governing bodies.

Tourist Tax Revenues

The following graph from the Southwest Florida Regional Economic Indicators April 2024 report prepared by Florida Gulf Coast University shows Collier, Lee, Charlotte, Sarasota County's tourist tax revenues. The after-effects of Hurricane Ian continue to be felt in the Southwest Florida economy.



Prepared by the Regional Economic Research Institute
Note: Southwest Florida Coastal Counties includes Charlotte, Collier and Lee counties.
Source: Local County Tourism, Tax, and Economic Development Reports. All data seasonally adjusted by the Regional Economic Research Institute

Development

Growth continues to shift east with Ave Maria becoming the top-selling single-family residential community in Collier County and was recently ranked as one of the Top 20 Selling Master-Planned Communities in the United States. It has maintained the top ranking in the Naples-Fort Myers market for the past eight years. Ave Maria reported a total of 652 new home sales in 2023, an increase from the record breaking 646 new home sales in 2021, and an increase from the 586 new home sales in 2022. It is the highest-ranking commumity in all of Collier County. There are currently four residential builders in Ave Maria, CC Homes, Del Webb Naples, Lennar and Pulte Homes. The grand opening of The National Golf and Country Club at Ave Maria, a bundled golf community by Lennar, was held on January 7, 2021. The Immokalee Road corridor between Naples and Ave Maria is projected to see thousands of new homes developed in the next few years. According to a June 2023 Naples Daily News article, Collier County commissioners approved an increase in the town of Ave Maria by nearly 1,000 acres to 5,000 acres which doesn't include the roughly 1,000-acre Ave Maria University campus and other public benefits such as parks. According to David Genson, president of development for Barron Collier Cos., while more single-family homes will be built, the maximum number of residences won't change, with the cap remaining at 11,000. With the way the town was originally laid out, it would have supported about 8,400 units without adding more land. The original plans called for 60% of the homes to be single-family which will increase to more than 80%. According to Genson, they are on pace to

possibly sell close to 700 homes in 2023. Approximately 50% of the buyers are from the east coast of Florida.

In January 2020, in what has been described as one of the most important votes for the future of growth in Collier County, commissioners approved Rivergrass Village. The village is the first of three planned 1,000-acre villages stretching from just north of Oil Well Road to east of Golden Gate Boulevard East. Rivergrass Village will allow for up to 2,500 homes; 100,000 square feet of retail and office uses and a minium of 25,000 square feet for civic government, and institutional buildings. Longwater Village will allow for up to 2,600 homes; 65,000 square feet of retail and office space and 25,000 square feet for civic government, and institutional buildings and Bellmar Village will allow for up to 2,750 homes; 85,000 square feet of retail and office space and 27,500 square feet for civic government, and institutional buildings. In a near unanimous decision, the Collier County Planning Commission agreed to recommend approval of Longwater in March 2021. The project has sparked controversy because the property sits in the environmentally sensitive Rural Lands Stewardship Area, or RLSA. Commissioners voted to approve the Longwater and Bellmar Villages on June 8, 2021. The commissioners approved Brightshore, another rural village with thousands of proposed homes in December 2022.

There are more than $1 billion in new luxury high-rise developments near the coast including One Naples at the northeast corner of Vanderbilt Beach Road and Gulf Shore Drive as well as Pelican Bay (Mystique completed in 2019) and Kalea Bay (Towers 100 and 200 are complete, Tower 300 was completed in December 2022, Tower 400 currently under construction) in North Naples. New commercial development is very active at the intersections of Collier Boulevard and US 41 East as well as Collier Boulevard and Immokalee Road.

In its 4th Quarter 2023 report, the Office of Federal Housing Enterprise Oversight (OFHEO) found that the Naples- Marco Island MSA had a 5.9% increase in home prices (all-transactions including purchase and refinance mortgage) over the trailing 12 months. Home prices in the state of Florida increased 6.85% over the past year (4Q 2023 - 4Q 2024) which was 23rd in the nation.

The continuing care retirement community, Moorings Park, teamed with London Bay Homes to develop an independent living development with 275 residences in 17 buildings. All of the buildings are six stories over parking. Grande Lake, will be built on 55 acres off Golden Gate Parkway, between Airport-Pulling and Livingston Roads. Entrance fees start at $1.5 million and are 70% refundable. Construction on the first 47 units in three buildings commenced in December 2018 with completion in May 2020.

Arthrex, a medical device manufacturer and one of the county's largest employers, completed construction of its latest expansion plan at its headquarters along Goodlette-Frank Road in early 2020. The development includes a 300,000 square-foot, six-story office complex with an auditorium, a four-story Innovation Hotel with approximately 160 rooms, a two-story wellness center, and a 3-acre park. The hotel hosts orthopedic surgeons from the U.S. and around the world for medical education on the company's

devices and instruments. Arthrex has contracted with a Tampa-based company, Mainsail, to manage all elements of the hotel operation, including employees.

NCH Healthcare partnered with New York-based Hospital for Hospital for Special Surgery, known as HSS, to build a three-story, 80,000-square-foot hospital. HSS at NCH will be a 15-bed acute-care addition on the hospital campus located along the north side of Immokalee Road near the NCH North Naples campus between Health Park and Medical Boulevards. The facility is expected to open to patients in early 2025.

The first regional store for Phoenix-based Sprouts Farmers Market anchors The Landings at Logan, a new 18-acre retail center at the southeast corner of Immokalee Road and Logan Boulevard in North Naples. NCH Healthcare Northeast located at the northeast quadrant of Immokalee Road and Collier Blvd (CR 951) opened in late 2015 and is the first free standing ER facility in Collier County. The two-story building consists of approximately 41,500± square feet.

Barron Collier Companies and Metro Development Group broke ground on Founders Square, a 55-acre mixed-use development located on the southeast corner of Immokalee Road and Collier Boulevard in January 2020. The development is anchored by The Pointe, a collection of 10 separate restaurants and other retail tenants. It also includes a 400-unit Class A apartment community, known as The Haldeman; a 35,000 square foot medical office building leased by Physicians Regional Medical Healthcare; and StorQuest a 110,000 square foot self-storage facility.

Seed to Table, a new Oakes Farm grocery store at the northeast corner of Livingston and Immokalee Roads in North Naples opened in December 2019. The former Albertson's was completely gutted and consists of 77,000+ square foot store with sit-down dining, a full-service bar, three bars for beer and wine, wine room with samples on tap, a wood-fired brick oven for pizza, a raw bar, sushi bar, grilling area, coffee bar and stations preparing fresh pasta, guacamole, cheese, cut vegetables, sandwiches, smoothies and even homemade ice cream with indoor-outdoor seating.

Paradise Coast Sports Complex, is Collier County's new $100 million Amateur Sports Complex. The county hopes to become a destination for traveling youth sports teams and amateur athletes. While the focus of the complex is athletics, there will be 20 fields between soccer, baseball and softball, plus a 10,000-person championship stadium, the goal is to get people to stay after the game is over with The Cove and The Factory. The Cove is a bar and food truck area for patrons to relax, listed to live music and play a variety of yard games (bag toss, oversized Connect Four and Jenga, plus ping pong). The Factory is an outdoor workout facility focusing on functional fitness (similar to CrossFit) which is available on a monthly membership basis. Additionally, the man-made lake next to The Cove includes a 2/3 mile jogging loop with three workout stations. There is a climbing wall for public use and a beach volleyball court.

Collier County Commissioners approved a $15 million economic development agreement on June 22, 2021 for The Great Wolf Lodge. The land was purchased for $9,100,000 in

July 2021 and construction commenced in July 2022. The Lodge is built on 20 acres of land along City Gate Boulevard North and features a 100,000 square foot indoor water park, 500-room hotel, and 62,000 square feet of amenities and attractions. The resort is expected to open in the autumn of 2024. It will bring in more than 200 construction jobs, plus an additional 600 full-time and part-time jobs once open.

Investment Trends

The following CoStar data shows Collier County trends in the Multi-Family, Retail, Office, and Industrial sectors as of the second quarter 2024.

According to the CoStar report, multifamily investment is down across Florida, and Collier County is no exception. Total sales volume during 2023 was roughly $240 million, which represented a decline of approximately 40% over the previous year, and there have been no notable trades to date in 2024.

Private and institutional buyers were the only active investor group in the last year, and looking back over the previous three-year period shows private buyers comprising half of all activity with the remainder coming from private equity and institutional investors.

As investment volume has fallen over the past year so too has the average price per unit. Pricing peaked here at roughly $312,000/unit in early 2022 and has dropped to $270,000 as of the second quarter of 2024, a trend that is anticipated to continue over the coming quarters.

Capital Markets Overview

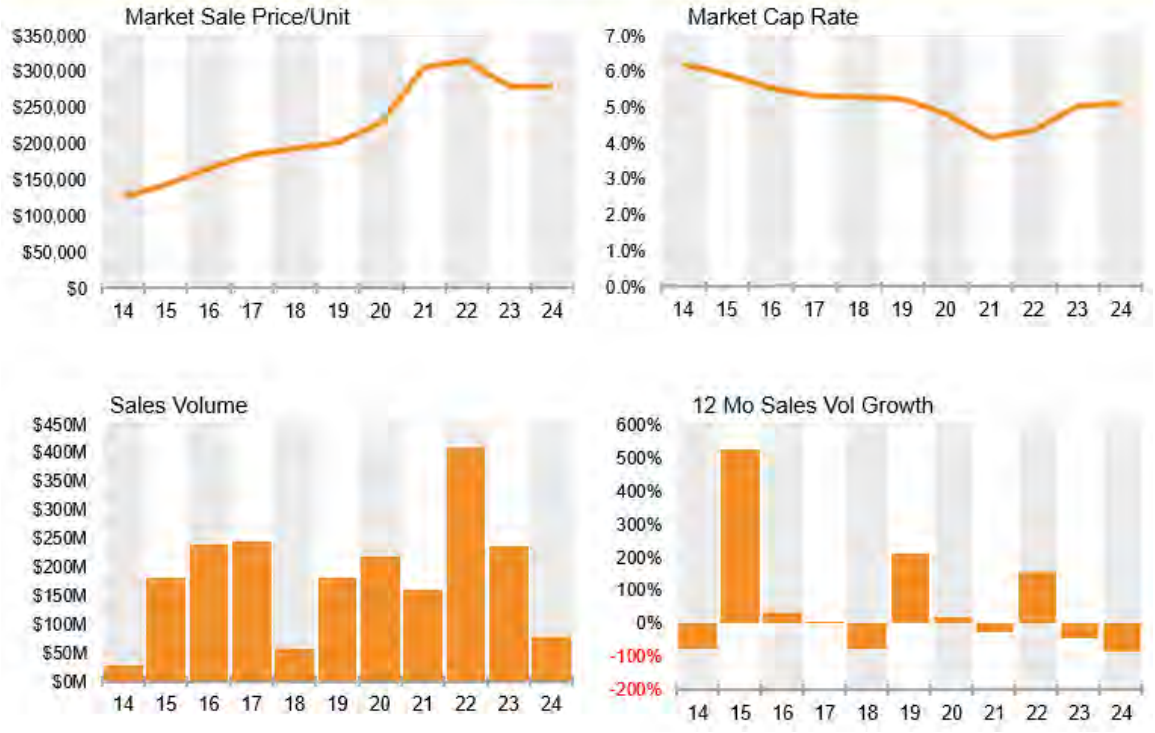
Naples Multi-Family

Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/Unit Chg (YOY)
$4.3B	$75.8M	5.2%	-8.0%

12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	4	-	-
Sales Volume	$75.8M	$1.3M	$42.2M
Properties Sold	4	-	-
Transacted Units	314	6	188
Average Units	78	6	188

12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	-	-	-	5.2%
Sale Price/Unit	$241.4K	$108.3K	$391K	$273.3K
Sale Price	$19M	$1.3M	$42.2M	-
Sale vs Asking Price	-18.4%	-18.4%	-18.4%	-
% Leased at Sale	33.3%	33.3%	33.3%	-

Multi-Family



According to the CoStar Report, there have been 76 sales in the Naples retail market over the past year, amounting to $365 million of volume and 490,000 SF of stock. These sales have averaged $719/SF, greater than the estimated market price of $335/SF. During this time, trailing one-year price per SF averages were as high as $719/SF and as low as $362/SF. Over the past three years, Naples has averaged 103 sales per year, $363 million of volume per year, and 1.1 million SF of stock per year.

The market's current transaction cap rate stands at 5.9%, below the national average of 6.6%. Over the past three years, transaction cap rates have averaged 5.4%.

Capital Markets Overview

Naples Retail

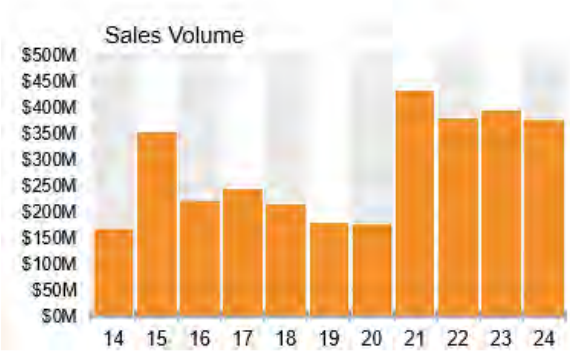
Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/SF Chg (YOY)
$8.1B	$372.2M	5.6%	4.5%

12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	80	-	-
Sales Volume	$372.2M	$158K	$51.8M
Properties Sold	69	-	-
Transacted SF	588.6K	399	55.3K
Average SF	7.4K	399	55.3K

12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	5.9%	5.3%	7.8%	5.6%
Sale Price/SF	$709	$150	$4.5K	$335
Sale Price	$5.8M	$158K	$51.8M	-
Sale vs Asking Price	-6.2%	-20.0%	0%	-
% Leased at Sale	85.4%	0%	100%	-

Retail







According to the CoStar Report, there have been 67 sales in the Collier County office market over the past year, which amounts to $81.6 million of volume and 250,000 SF of stock. These sales have averaged $397/SF, which is greater than the estimated market price of $241/SF. During this time, trailing one-year price per SF averages were as high as $397/SF and as low as $236/SF. Over the past three years, Collier County has averaged 76 sales per year, $123 million of volume per year, and 570,000 SF of stock per year.

The market's current transaction cap rate stands at 7.0%, below the national average of 7.3%. Over the past three years, transaction cap rates have averaged 6.8%.

Capital Markets Overview

Naples Office

Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/SF Chg (YOY)
$2.6B	$84.8M	8.3%	-1.5%

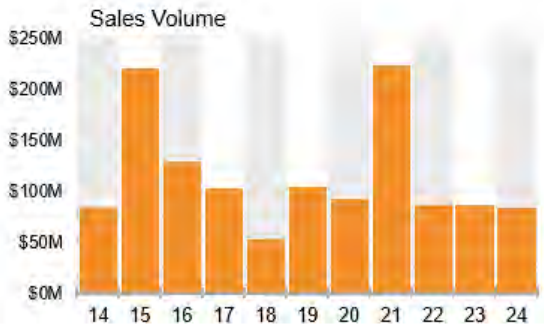
12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	69	-	-
Sales Volume	$84.8M	$125K	$9.4M
Properties Sold	50	-	-
Transacted SF	303.1K	584	23.9K
Average SF	4.4K	584	23.9K

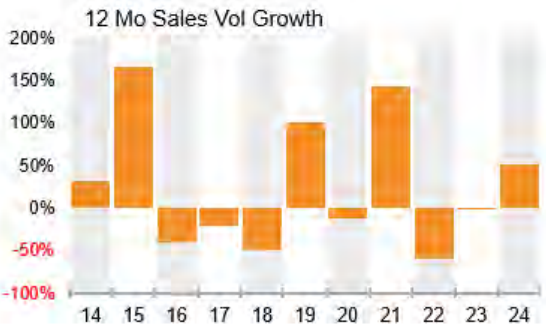
12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	7.0%	7.0%	7.0%	8.3%
Sale Price/SF	$390	$53	$1.2K	$241
Sale Price	$2.2M	$125K	$9.4M	-
Sale vs Asking Price	-8.3%	-23.4%	0%	-
% Leased at Sale	91.1%	0%	100%	-

Office









According to the CoStar report, there have been 58 industrial sales in the past year. Sales have averaged $240/SF, and the estimated value for the market as a whole is $164/SF.

Over the past three years, there have been 282 sales, which have traded for approximately $380 million. During this time, the market cap rate for Collier County has increased to 8.1%, higher than its trailing three-year average of 7.2%.

Capital Markets Overview

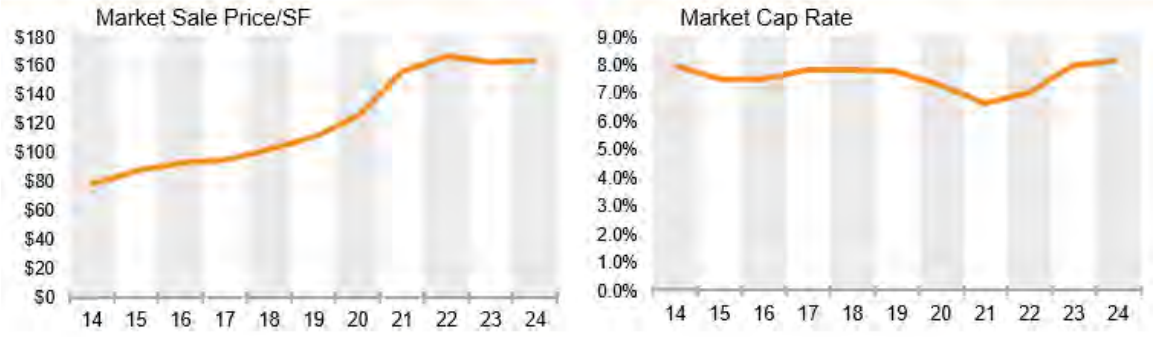
Naples Industrial

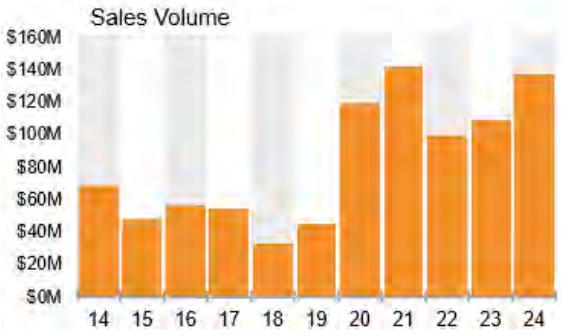
Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/SF Chg (YOY)
$2.4B	$146.6M	8.1%	-1.8%

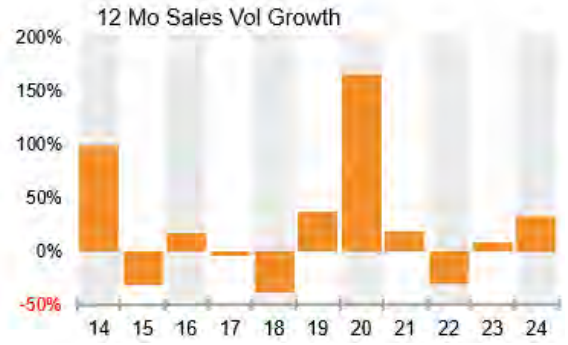
12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	59	-	-
Sales Volume	$146.6M	$300K	$16M
Properties Sold	52	-	-
Transacted SF	742.7K	320	96.9K
Average SF	12.6K	320	96.9K

12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	6.1%	4.6%	7.2%	8.1%
Sale Price/SF	$233	$63	$858	$164
Sale Price	$3.1M	$300K	$16M	-
Sale vs Asking Price	-8.0%	-33.3%	11.1%	-
% Leased at Sale	80.8%	0%	100%	-

Industrial







Income

Personal income is a significant factor in determining the real estate demand in a given market. The following table shows Collier County households by income from the CCIM Site to do Business. Overall, Collier County has an average household income of $135,508 and a per capita income of $57,867.

		2024		2029
Households by Income	Number	Percent	Number	Percent
<$15,000	11,445	6.6%	9,645	5.2%
$15,000 - $24,999	6,843	4.0%	5,103	2.7%
$25,000 - $34,999	8,234	4.8%	6,732	3.6%
$35,000 - $49,999	14,029	8.1%	11,998	6.4%
$50,000 - $74,999	34,151	19.8%	33,134	17.7%
$75,000 - $99,999	23,586	13.7%	25,058	13.4%
$100,000 - $149,999	28,293	16.4%	34,052	18.2%
$150,000 - $199,999	15,847	9.2%	22,464	12.0%
$200,000+	30,307	17.5%	38,792	20.7%
Median Household Income	$85,620		$101,783	
Average Household Income	$135,508		$157,374	
Per Capita Income	$57,867		$68,836	

Conclusion

The long term economic outlook for Collier County is positive. The area lures people from all over the country for tourism as well as retirement, with the beaches and weather considered major demand drivers.

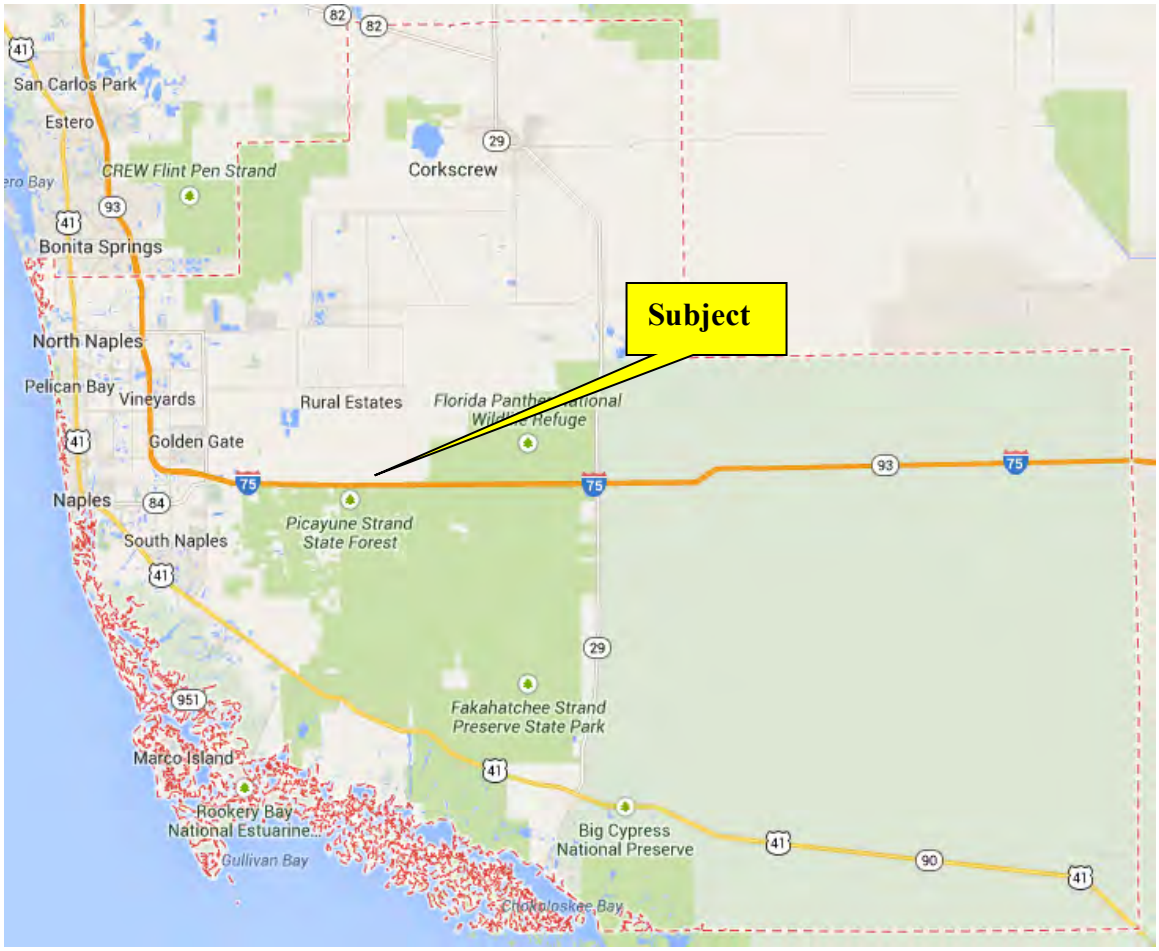
The projected growth in population and employment provide an economic base that supports demand for real estate in the subject neighborhood and for the subject property. These conditions have resulted in increasing property values and should stimulate continued increases within the foreseeable future. Prior to the coronavirus pandemic, the residential market had stabilized after several years of an expansion period, with sustained growth in demand and increasing construction. Since the coronavirus pandemic, residential demand increased significantly with record sales in 2020 and continued high demand but limited inventory in 2021 and 2022. Inventory increased in 2023 and 2024 YTD as demand declined due to continued increases in interest rates. Prices continue to increase; however, the rate of increase is declining.

According to the Naples Area Board of Realtors (NABOR), there was a record $18.2 billion in sales in Collier County during 2020. Demand eclipsed all expectations in 2021 with a 25.8% increase in overall sales in 2021 and a 20.3% increase in median closed price (year over year). The 2023 Annual Market Report released by NABOR reported total sales were down 13.6% in 2023 and the overall median sales price increased 4.3% to $600,000 for the year. Single Family home prices were down 0.7 percent compared to last year, and Condo home prices were up 6.6 percent.

Generally, the commercial market lags the residential market. The significant residential demand since the pandemic has generally stabilized the commercial market overall with an increased demand for the industrial sector and select retail and office properties.

Finally, it is noted that Hurricane Ian, a Category 4 storm, made landfall in Southwest Florida on September 28, 2022, and caused widespread wind and storm surge damage. The analyses and value opinion(s) in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value(s).

Collier County Area Map



MARKET AREA ANALYSIS

Boundaries

The subject is located in the north central part of Collier County in the northwestern portion of the Collier County Rural Estates Planning Community.

This surrounding area is generally delineated as follows:

North	Immokalee and Oil Well Roads
South	Interstate 75 (Alligator Alley)
East	Desoto Blvd.
West	Generally County Road 951

The subject is located in Golden Gate Estates which consists of single family homes on acreage parcels.

Market Area Access and Linkages

Primary access to the area is provided by Interstate 75 (I-75), a major arterial that runs east to Fort Lauderdale and north through Tampa, Florida; I-75 terminates to the north at the US/Canadian Border in Sault Ste. Marie, Michigan. Further access to the area from Interstate75 is by:

- State Road 29 (I-75 exit 80) at Miles City.
- County Highway 846 (Immokalee Road, I-75 exit 111).
- Golden Gate Boulevard

Overall, vehicular access is average.

The subject property at 40th Avenue SE is accessed from southern Desoto Blvd. Collier Boulevard extends from Immokalee Road to the north to Marco Island to the south. Golden Gate Boulevard West intersects with Collier Boulevard between Vanderbilt Beach Road and Pine Ridge Road. Golden Gate Boulevard West becomes Golden Gate Boulevard East, east of the Wilson Boulevard N. Wilson Boulevard N and Everglades Boulevard N provide access to Immokalee Road from the market area. Desoto Boulevard N provides access to Randall Blvd and Oil Well Rd, both of which connect to Immokalee Road.

The Southwest Florida International Airport (RSW) is located about 25+/- miles from the market area; travel time is about 35 to 45 minutes, depending on traffic conditions. The Naples Municipal Airport (APF) is approximately 15+/- miles and 30 to 40 minutes southwest. Downtown Naples is approximately 20+/- miles from the market area and 30 to 40 minutes southwest.

Major Employers

Major employers in the area include the new NCH Healthcare Northeast located at the northeast quadrant of Immokalee Road and Collier Blvd (CR 951). The freestanding Emergency Room opened in late 2015 and is the first free standing ER facility in Collier County. The two-story building has 19 private patient care room with 75 full-time employees. The complex includes a small rehabilitation center on the ground floor with a separate entrance from the emergency room and the second floor has physician offices.

Other employers include the Heritage Bay Government Center, immediately north of NCH Northeast, commercial development within Founders Square, a 55-acre mixed-use development located on the southeast corner of Immokalee Road and Collier Boulevard, and commercial development at Randall Boulevard and Immokalee Road.

Demographics / Demand Generators

The following table shows the historical, current and projected population, households, housing, and income demographics for the immediate market area defined as a 2 mile radius from the subject. The table was developed using data from STDBOnline.com.

esri
THE SCIENCE OF WHERE

Demographic and Income Profile

Cypress Cove Conservancy
4261 40th Ave SE, Naples, Florida, 34117
Ring: 2 mile radius

Prepared by Esri

Summary	Census 2010	Census 2020	2024	2029
Population	936	1,275	1,538	1,742
Households	243	328	428	499
Families	199	270	346	401
Average Household Size	3.85	3.89	3.59	3.49
Owner Occupied Housing Units	201	285	376	447
Renter Occupied Housing Units	42	43	52	52
Median Age	35.0	36.9	37.9	38.8

Trends: 2024-2029 Annual Rate	Area	State	National
Population	2.52%	0.93%	0.38%
Households	3.12%	1.15%	0.64%
Families	2.99%	1.12%	0.56%
Owner HHs	3.52%	1.66%	0.97%
Median Household Income	4.41%	3.25%	2.95%

	2024		2029	
Households by Income	Number	Percent	Number	Percent
<$15,000	3	0.7%	3	0.6%
$15,000 - $24,999	5	1.2%	3	0.6%
$25,000 - $34,999	49	11.4%	36	7.2%
$35,000 - $49,999	43	10.0%	32	6.4%
$50,000 - $74,999	74	17.3%	66	13.2%
$75,000 - $99,999	90	21.0%	96	19.2%
$100,000 - $149,999	79	18.5%	114	22.8%
$150,000 - $199,999	44	10.3%	83	16.6%
$200,000+	40	9.3%	67	13.4%
Median Household Income	$83,811		$103,985	
Average Household Income	$108,434		$135,261	
Per Capita Income	$33,242		$42,657	

Housing Profile

The following table shows the historical, current and projected housing data for the immediate market area defined as a 2 mile radius from the subject. The table was developed using data from STDBOnline.com.

esri
THE SCIENCE OF WHERE

Housing Profile

Cypress Cove Conservancy
4261 40th Ave SE, Naples, Florida, 34117
Ring: 2 mile radius

Prepared by Esri

Population		Households	
2020 Total Population	1,275	2024 Median Household Income	$83,811
2024 Total Population	1,538	2029 Median Household Income	$103,985
2029 Total Population	1,742	2024-2029 Annual Rate	4.41%
2024-2029 Annual Rate	2.52%		

	Census 2020		2024		2029	
Housing Units by Occupancy Status and Tenure	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	358	100.0%	447	100.0%	521	100.0%
Occupied	328	91.6%	428	95.7%	499	95.8%
Owner	285	79.6%	376	84.1%	447	85.8%
Renter	43	12.0%	52	11.6%	52	10.0%
Vacant	13	3.6%	19	4.3%	22	4.2%

	2024		2029	
Owner Occupied Housing Units by Value	Number	Percent	Number	Percent
Total	375	100.0%	447	100.0%
<$50,000	5	1.3%	0	0.0%
$50,000-$99,999	0	0.0%	0	0.0%
$100,000-$149,999	0	0.0%	0	0.0%
$150,000-$199,999	1	0.3%	0	0.0%
$200,000-$249,999	2	0.5%	0	0.0%
$250,000-$299,999	17	4.5%	7	1.6%
$300,000-$399,999	129	34.4%	91	20.4%
$400,000-$499,999	137	36.5%	187	41.8%
$500,000-$749,999	54	14.4%	99	22.1%
$750,000-$999,999	28	7.5%	59	13.2%
$1,000,000-$1,499,999	2	0.5%	3	0.7%
$1,500,000-$1,999,999	0	0.0%	1	0.2%
$2,000,000+	0	0.0%	0	0.0%
Median Value	$424,453		$467,112	
Average Value	$461,267		$530,034	

Census 2020 Housing Units	Number	Percent
Total	358	100.0%
Housing Units In Urbanized Areas	0	0.0%
Rural Housing Units	358	100.0%

Census 2020 Owner Occupied Housing Units by Mortgage Status	Number	Percent
Total	285	100.0%
Owned with a Mortgage/Loan	243	85.3%
Owned Free and Clear	42	14.7%

Development Activity and Trends

The Davis Group, a commercial developer based in Atlanta, commenced development on The Randall at Orangetree, mixed used planned development approved with up to 400 residential units and 150,000 square feet of commercial space at the northeastern corner of Immokalee Road and Fourth Street N.E., Randall Curve area in mid 2022. The development will include an Aldi grocery store, Ace Hardware, NCH Healthcare, Self Storage, McDonalds, AutoZone, and Brickyard Car Wash.

Barron Collier Companies and Metro Development Group developed Founders Square, a 55-acre mixed-use development located on the southeast corner of Immokalee Road and Collier Boulevard 2021. The development is anchored by The Pointe, a collection of 10 separate restaurants and other retail tenants. It also include a 400-unit Class A apartment community, known as The Haldeman; Physicians Regional Medical Group; and StorQuest Self Storage.

A new Collier County government center located along the east side of Collier Blvd within the northeast corner of Immokalee Road and Collier Blvd opened in early 2022. The first phase of the Heritage Bay Government Center includes a 22,750 square foot government services building on 7.7 acres the county owns immediately north of NCH Northeast. The county tax collector's office has the largest space in the one-story building, but satellite offices also will be provided for the property appraiser, supervisor of elections and select services of the clerk of courts.

As discussed, the new NCH Healthcare Northeast located at the northeast quadrant of Immokalee Road and Collier Blvd (CR 951) opened in late 2015 and is the first free standing ER facility in Collier County. The two-story building consists of approximately 41,500± square feet.

Watercrest Naples Assisted Living and Memory Care, a new 128-unit luxury senior living community opened in 2019 on the north side of Immokalee Road east of Collier Boulevard.

A 46,000 square foot Publix opened in March 2017 at the corner of Immokalee Road and Randall Boulevard. The Neighborhood Shoppes at Orangetree development includes a CVS pharmacy, Publix Liquors store, China Palace restaurant, and Diamond Nails salon.

Residential growth continues to shift east with Ave Maria becoming the top-selling single-family residential community in Collier County. The Immokalee Road corridor between Naples and Ave Maria is projected to see thousands of new homes developed in the next few years.

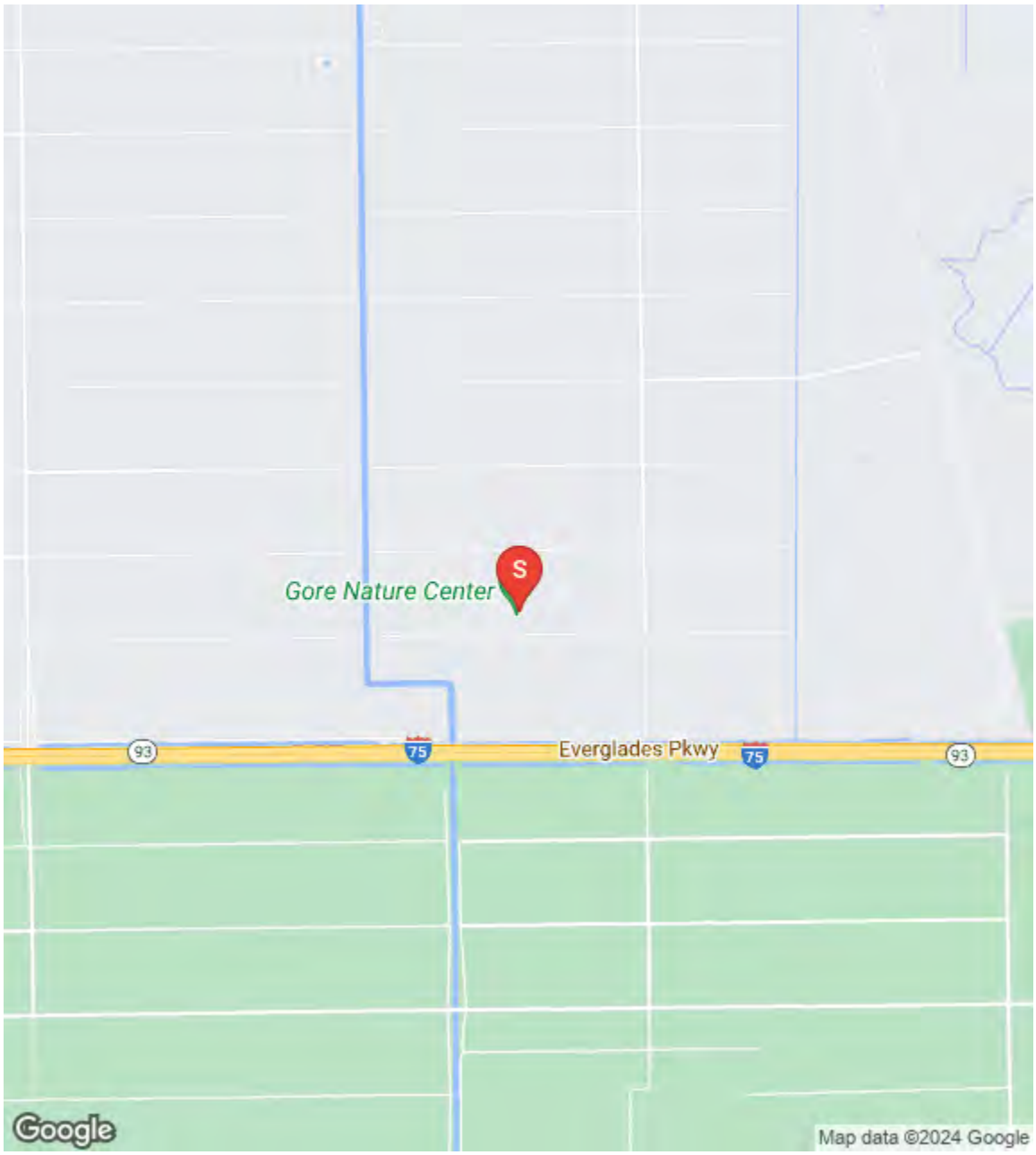
Outlook and Conclusions

As with the overall Collier County market, the long term economic outlook for Rural Estates is positive. Total population is projected to increase slightly over the next five years and begin a more normalized pattern thereafter.

Prior to the coronavirus pandemic, the residential market had stabilized after several years of an expansion period, with sustained growth in demand and increasing construction. Since the coronavirus pandemic, residential demand increased significantly with record sales in 2020 and continued high demand but limited inventory in 2021 and 2022. Inventory increased in 2023 and 2024 YTD as demand declined due to continued increases in interest rates. Prices continue to increase; however, the rate of increase is declining.

Generally, the commercial market lags the residential market. The significant residential demand since the pandemic has generally stabilized the commercial market overall with an increased demand for the industrial sector and select retail and office properties.

Market Area Map



PROPERTY DESCRIPTION AND ANALYSIS

SITE ANALYSIS

The following description is based on our property inspection and public records.

Land Summary		
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)
41501440005	10.00	435,600

SITE	
Location:	The subject is located on the north side of 40th Avenue SE approximately 1,670 feet west of the intersection with Desota Blvd S in an unincorporated area of Collier County known as North Golden Gate Estates. The subject planning district is known as the Rural Estates. The property is surrounded by lands owned by Collier County and operated as the Dr. Robert H. Gore III Preserve.
Current Use of the Property:	Improved with a 1,549 square foot, single family stilt residence.
Shape:	The site is roughly square.
Road Frontage/Access:	The subject property has average access with frontage as follows: • 40th Avenue SE (Two laned, asphalt, residential street): 660 feet The site has an average depth of 660 feet. It is not a corner lot.
Visibility:	Average
Topography:	According to a Conservation Collier Initial Criteria Screening Report revised and dated March 6, 2024, the surveyed parcels contain approximately 81% hydric soils. The property is zoned Estates. A. Per the wetlands mapper from U.S. Fish & Wildlife Service the property includes 10.00 acres of Freshwater Forested/Shrub Wetlands.
Soil Conditions:	According to a Conservation Collier Initial Criteria Screening Report revised and dated March 6, 2024, hydric soils exist on 81% of the surveyed parcels. The subject soils include “Boca Riviera, Limestone Substratum and Copeland FS Depressional', ' Hallandale and Boca Fine Sands' and 'Hallandale Fine Sand'. We are not experts in soils analysis and make no determination as to their development potential.
Utilities:	Electricity: FP&L Sewer: Septic required Water: Well required Underground Utilities: The site is not serviced by underground utilities Adequacy: The subject's utilities are typical and adequate for the market area.
Site Improvements:	• Street Lighting: There is no street lighting along 40th Avenue SE. • Sidewalks: There are no sidewalks along 40th Avenue SE. • Curbs and Gutters: There are no curbs and gutters along 40th

Avenue SE. There are drainage swales along 40th Avenue SE.
- Curb Cuts: The subject has one curb cut along 40th Avenue SE.
- Landscaping: The property has cleared to heavy vegetation. According to a Conservation Collier Initial Criteria Screening Report revised and dated March 6, 2024, the surveyed area includes Cypress, Cypress Mixed Hardwoods, Mixed Wetland Hardwoods, Mixed Shrub-Shrub Wetland and Pine Flatwood. Lands covers include Cypress/Tupelo Mixed and Mixed Wetland Hardwoods. Approximately 50-65% of the plant communities within the TPMA parcels are infested with invasive vegetation – primarily Brazilian pepper. Other species of concern include lantana, mission grass, cogon grass, and Boston fern.

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone AH, which is classified as a flood hazard area.

FEMA Map Number: 12021C 0445 H
FEMA Map Date: May 16, 2012

The subject is in a flood zone. The appraiser is not an expert in this matter and is reporting data from FEMA maps.

Environmental Issues: According to a Conservation Collier Initial Criteria Screening Report revised and dated March 6, 2024, documented wildlife on the surveyed parcels include the Florida panther, Florida sandhill crane, Little Blue Heron, Tricolored Heron, Wood stork and American alligator. We were not provided with an environmental assessment report for the purpose of this appraisal. Environmental issues are beyond our scope of expertise; therefore, we assume the property is not adversely affected by environmental hazards. There are invasive vegetation on the subject site. Management issues and estimated costs associated with exotics include: Initial Exotic Removal estimated at $4,000-$6,800 and ongoing annual estimated at $3,500. There are additional initial and annual recurring costs associated with the use of the subject site as a nature center including: Trail construction: $1,800 initially and $100 annually; Signage: $2,700 initially and $400 annually; Gate enhancements: $7,700; Trail structure maintenance: $2,200 initially and $800 annually; Security enhancements: $30,000 initially; Sprinkler system and wildfire safety enhancement: $15,000 initially; Underhouse storage and security: $8,000 initially; and Electricity, water and building maintenance: $4,000 initially.

Encumbrance / Easements: A current title report was not provided for the purpose of this appraisal. We are not aware of any easement, restrictions, or encumbrances that would adversely affect value. Therefore, our valuation assumes the subject has a clear and marketable title with no adverse easement, restrictions, or encumbrances.

Site Comments: The site includes 10.00 acres or 435,600 square feet. The subject has 660 feet of frontage on 40th Avenue SE in an unincorporated area of Collier County known as the Rural Estates Corkscrew Planning Community. The property is surrounded by lands owned by Collier

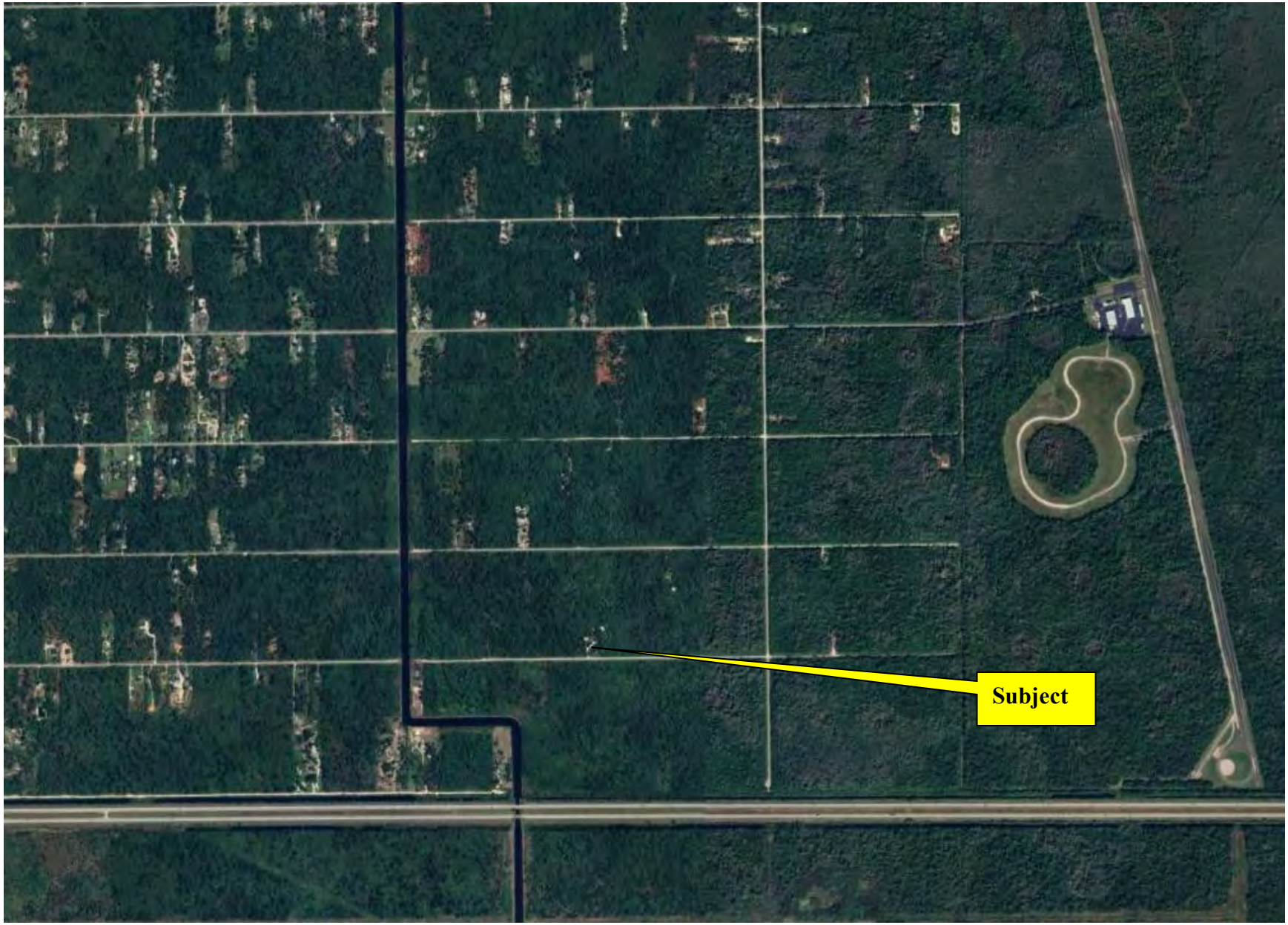
	County and operated as the Dr. Robert H. Gore III Preserve. It is zoned Estates. Per the wetlands mapper from U.S. Fish & Wildlife Service, the property includes 10.00 acres of Freshwater Forested/Shrub Wetlands. It is located in an AH flood zone.

ZONING	
Zoning Code	E
Zoning Authority	Collier County
Zoning Description	Estates
Permitted Uses	Includes single-family dwellings, family care facilities (subject to section 5.05.04), essential services (as set forth in section 2.01.03), and schools, public, including educational plants.
Actual Density of Use	Less than 1.00
Current Use Legally Conforming	The subject is legal and conforming use.
Zoning Change Likely	A zoning change is unlikely.
Minimum Lot Area (SF)	2.25 acres
Minimum Floor Area (SF)	1,000
Minimum Street Frontage (Feet)	150
Front Set Back Distance (Feet)	75
Rear Set Back Distance (Feet)	75
Side Yard Distance (Feet)	30 feet; 37.5 feet for corner lots along longest side
Maximum Density/FAR	One dwelling units per 2.25 acres
Maximum Building Height (Feet)	30
Zoning Comments	We were not supplied with a survey indicating building setbacks and have assumed that the improvements conform to current building codes.
Future Land Use Designation	Golden Gate Estates

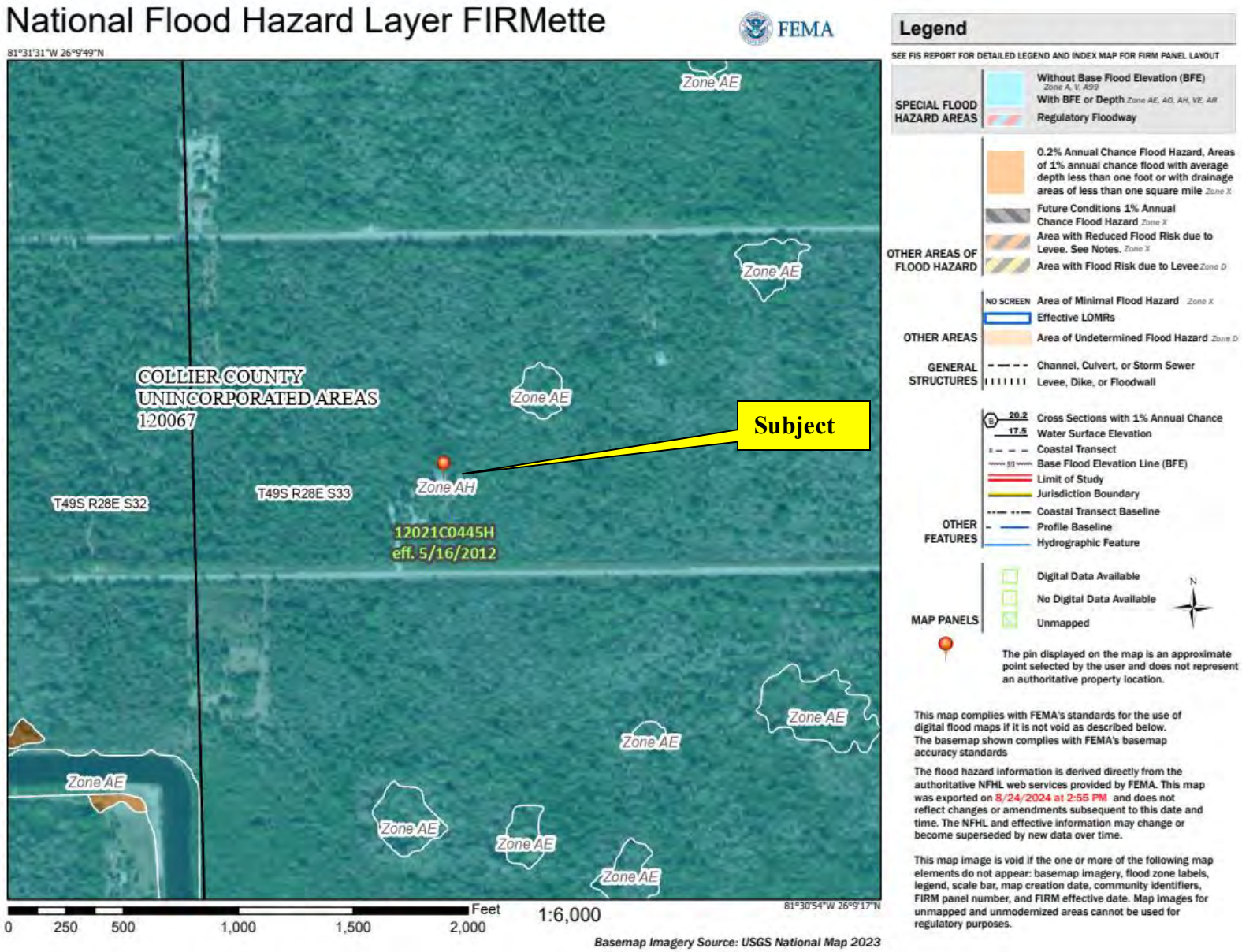
Zoning Map


Subject
Zoning General
BASE E
DISTRICT Agricultural
MUNICODE More info
ZONENOTE1
ZONENOTE2
ZONING E
40th AVE SE

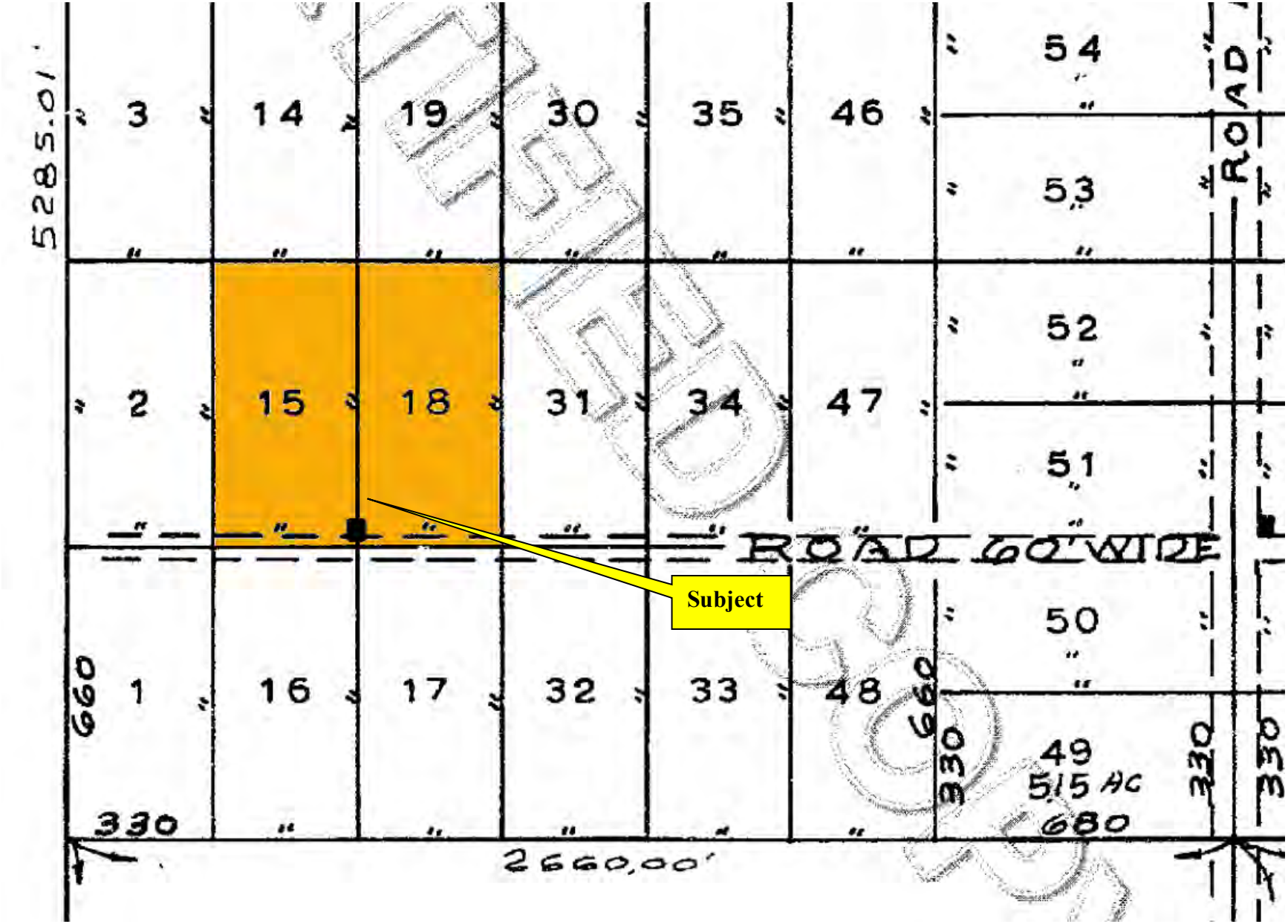
Aerial



Flood Map


National Flood Hazard Layer FIRMette
FEMA
81°31'31"W 26°9'49"N
81°30'54"W 26°9'17"N
COLLIER COUNTY
UNINCORPORATED AREAS
120067
Subject
Zone AE
Zone AH
T49S R28E S32
T49S R28E S33
12021C0445H
eff. 5/16/2012
Feet
0 250 500 1,000 1,500 2,000
1:6,000
Basemap Imagery Source: USGS National Map 2023
Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
OTHER FEATURES
20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
N
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/24/2024 at 2:55 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Plat Map


5285.01'
3
14
19
30
35
46
54
53
ROAD
2
15
18
31
34
47
52
51
ROAD 60' WIDE
Subject
1
16
17
32
33
48
50
49
5.15 AC
660
330
680
2660.00'

Tax Map



Wetlands Mapper



Site Photographs



40th Avenue SE looking easterly
(Photo Taken on August 2, 2024)



40th Avenue SE looking westerly
(Photo Taken on August 2, 2024)

Site Photographs



Entry drive off 40th Avenue SE
(Photo Taken on August 2, 2024)



Driveway to entry
(Photo Taken on August 2, 2024)

Site Photographs



Cleared site
(Photo Taken on August 2, 2024)



Entry walkway
(Photo Taken on August 2, 2024)

Site Photographs



Entry walkway
(Photo Taken on August 2, 2024)



Heavy vegetation
(Photo Taken on August 2, 2024)

IMPROVEMENTS ANALYSIS

The subject is an existing residential type property containing 1,549 square feet of rentable area. The stilt home was constructed in 1988 and had extensive renovations from 2021 through 2023. It is operated as the Gore Nature Center by Cypress Cove Conservancy, Inc. The site consists of 10.00 acres, or 435,600 square feet.

IMPROVEMENTS DESCRIPTION	
Property Type:	Residential
Property Sub Type:	Stilt residence on pilings
Occupancy Type:	Single tenant

Building Summary

Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Rentable Area	Number of Units
Cypress Cove Conservancy	1988	Average	One	1,962	1,549	1

Notes: The following description is based on our property inspection and public records. The square footage reported herein is based on public records.

GENERAL	
Building Description:	Stilt residence on pilings
Construction Class:	Class D
Construction Quality:	Average
Appeal/Appearance:	Average
Year Built:	1988
Renovations:	2021-2023
Actual Age (Yrs.):	36
Effective Age (Yrs.):	9
MVS Expected Life (Yrs.):	50
Remaining Useful Life (Yrs):	41
Condition:	Average
Number of Buildings:	One
Ratios:	Site Area (SF): 435,600 Building Efficiency Ratio: 79.0% Land to Building Ratio: 222.02 to 1

FOUNDATION, FRAME & EXTERIOR	
Foundation:	Wood pilings on concrete footings
Structural Frame:	Wood frame with wood trusses
Exterior:	Painted wood siding. Fireplace with river rock.
Windows:	Casement
Roof/Cover:	Hip roof with central clerestory/cupola / Seamless metal with skylights

INTERIOR	
Interior Layout:	Entry hall to central hall with clerestory, kitchen, utility room, dining area, living room, master bedroom with bath, den with full bath, rear deck and two screened porches. Underbuilding with gravel base and partial vertical wood screening. Two screened porches and outside rear deck. Long elevated walkway leads to a lower front deck at 2,000 sf.
Floor Cover:	Oak flooring in the living areas. Tile in the bathrooms,
Walls:	Painted wood siding, cypress and pecky cypress walls.
Ceilings & Ceiling Height:	Mixed vaulted and flat ceilings with painted or stained wood trusses. / 9 to 14± feet
Lighting:	A mix of track and incandescent lighting.
Restrooms:	One restroom with vanity, commode and shower. One restroom with separate vanity, commode and vanity.

MECHANICAL SYSTEMS	
HVAC:	None
Electrical:	Assumed adequate
Plumbing Condition:	On demand hot water heater. Reverse osmosis system.
Sprinkler:	None
Elevators:	None
Security:	Private with gated entry off 40th Avenue SE

The former master bathroom was converted to a half bath with removal of tub/shower. The property has no HVAC system. A mini split system can be installed for whole home heating and cooling.

PARKING AND LANDSCAPING	
Parking:	Type: Gravel open surface parking Number of Spaces: Assumed adequate Condition: Average
Landscaping:	The property has cleared to heavy vegetation. According to a Conservation Collier Initial Criteria Screening Report revised and dated March 6, 2024, the surveyed area includes Cypress, Cypress Mixed Hardwoods, Mixed Wetland Hardwoods, Mixed Shrub-Shrub Wetland and Pine Flatwood. Lands covers include Cypress/Tupelo Mixed and Mixed Wetland Hardwoods. Approximately 50-65% of the plant communities within the TPMA parcels are infested with invasive vegetation – primarily Brazilian pepper. Other species of concern include lantana, mission grass, cogon grass, and Boston fern.

PROPERTY ANALYSIS	
Design & Functional Utility:	The overall design and utility of the building is adequate for its current use.
Deferred Maintenance:	There was no deferred maintenance noted on the date of inspection.
Capital Improvements:	We were not made aware of any planned capital improvements.
Comments:	The quality, maintenance, and overall appeal of the subject are considered to be consistent with that of competing properties.

Occupancy Status

The property is operated as the Gore Nature Center by Cypress Cove Conservancy, Inc.

Americans with Disabilities Act

There do not appear to be any ADA violations based on our inspection of the subject property. However, we are not experts in matters pertaining to the Americans with Disabilities Act and therefore recommend a further study to assess the ADA compliance.

Hazardous Substances

We were not provided with an environmental assessment report for the purpose of this appraisal. Environmental and hazardous substance issues are beyond our scope of expertise. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.

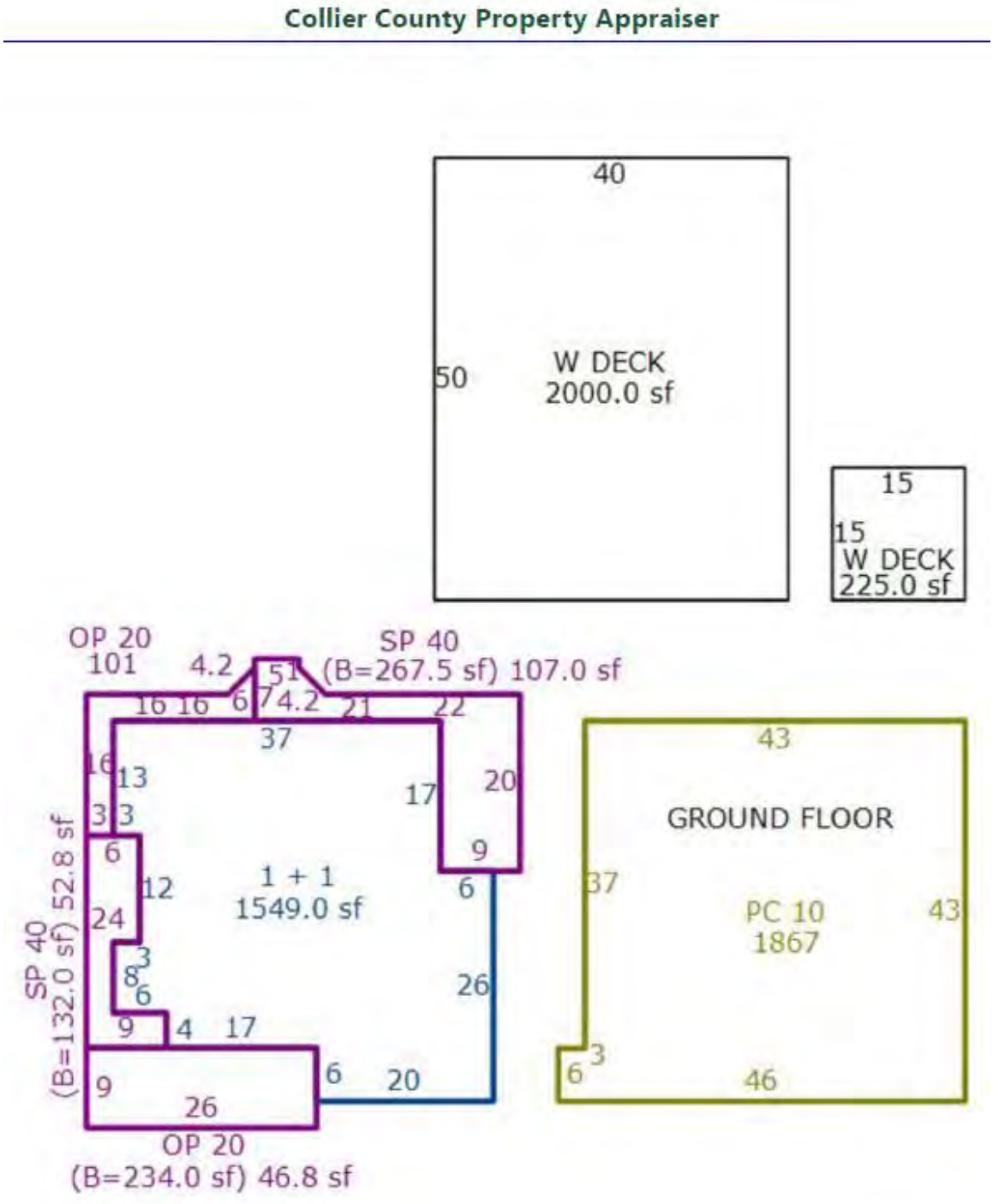
Personal Property

The property includes certain personal property including newer Samsung French door refrigerator, Samsung dishwasher, Samsung electric range with range hood and stack washer/dryer.

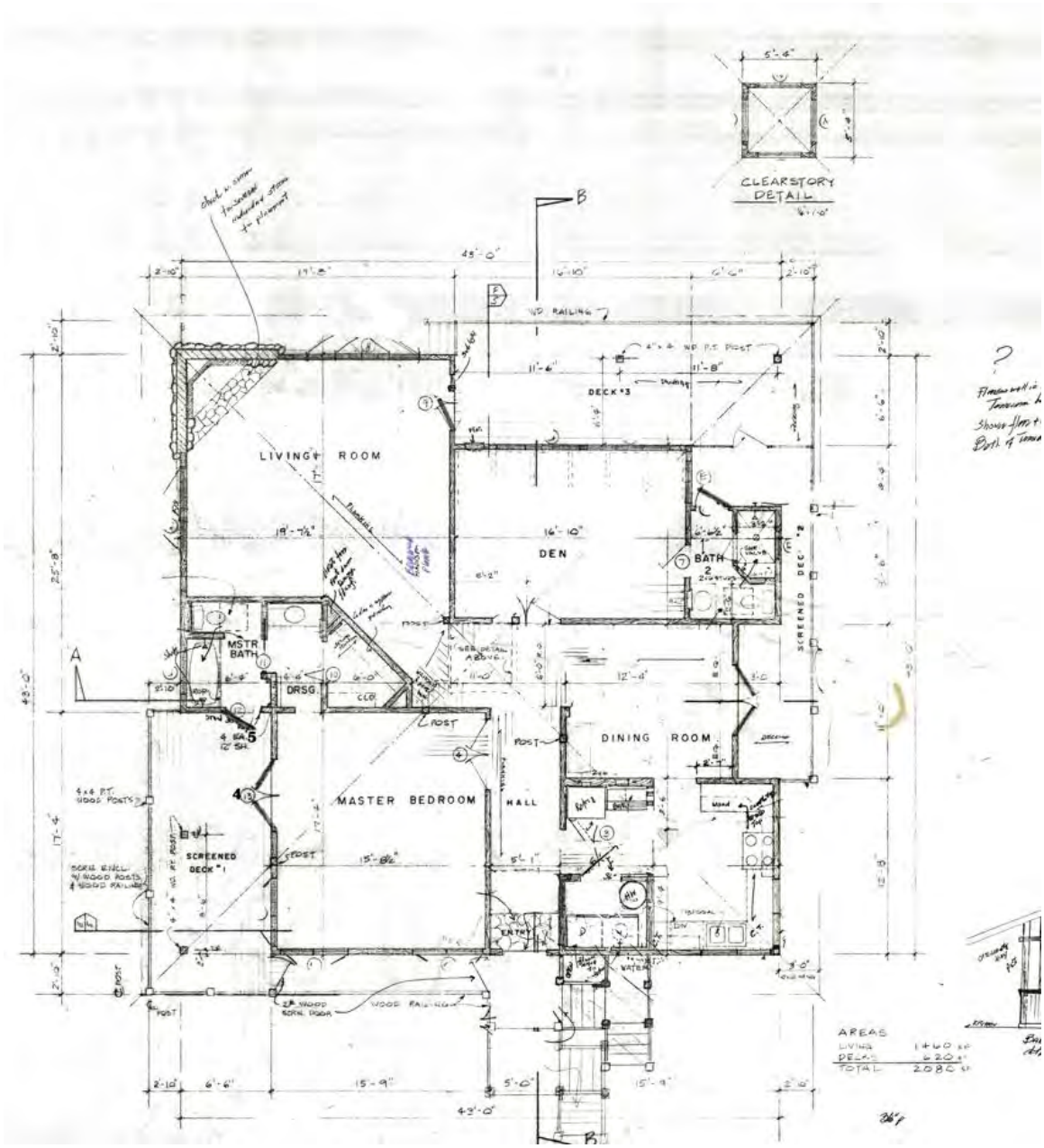
Improvement Analysis Conclusion

The quality, maintenance, and overall appeal of the subject are considered to be consistent with that of competing properties.

Improvements Plan – Collier County



Improvements Plan – Collier County



Improvement Photographs



View of south and west elevations
(Photo Taken on August 2, 2024)



South elevation
(Photo Taken on August 2, 2024)

Improvement Photographs



East elevation and entry
(Photo Taken on August 2, 2024)



North elevation
(Photo Taken on August 2, 2024)

Improvement Photographs



Underbuilding and pilings
(Photo Taken on August 2, 2024)



Underbuilding and pilings
(Photo Taken on August 2, 2024)

Improvement Photographs



Living room
(Photo Taken on August 2, 2024)



Master bedroom
(Photo Taken on August 2, 2024)

Improvement Photographs



Kitchen
(Photo Taken on August 2, 2024)

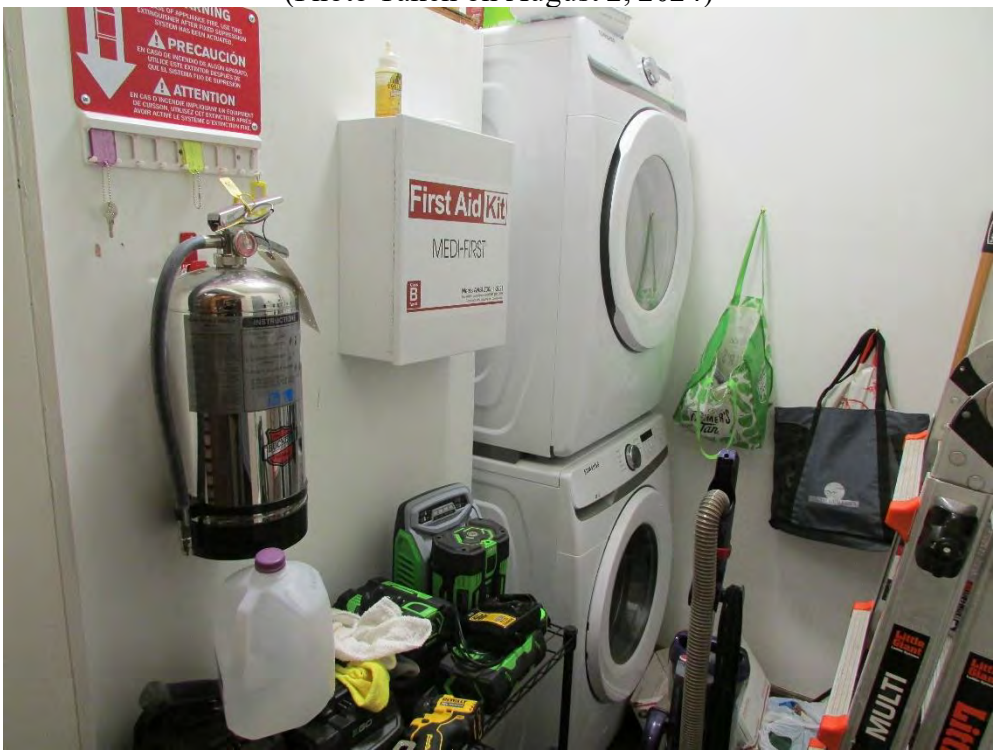


Kitchen
(Photo Taken on August 2, 2024)

Improvement Photographs



Dining room
(Photo Taken on August 2, 2024)



Utility room
(Photo Taken on August 2, 2024)

Improvement Photographs



Den
(Photo Taken on August 2, 2024)

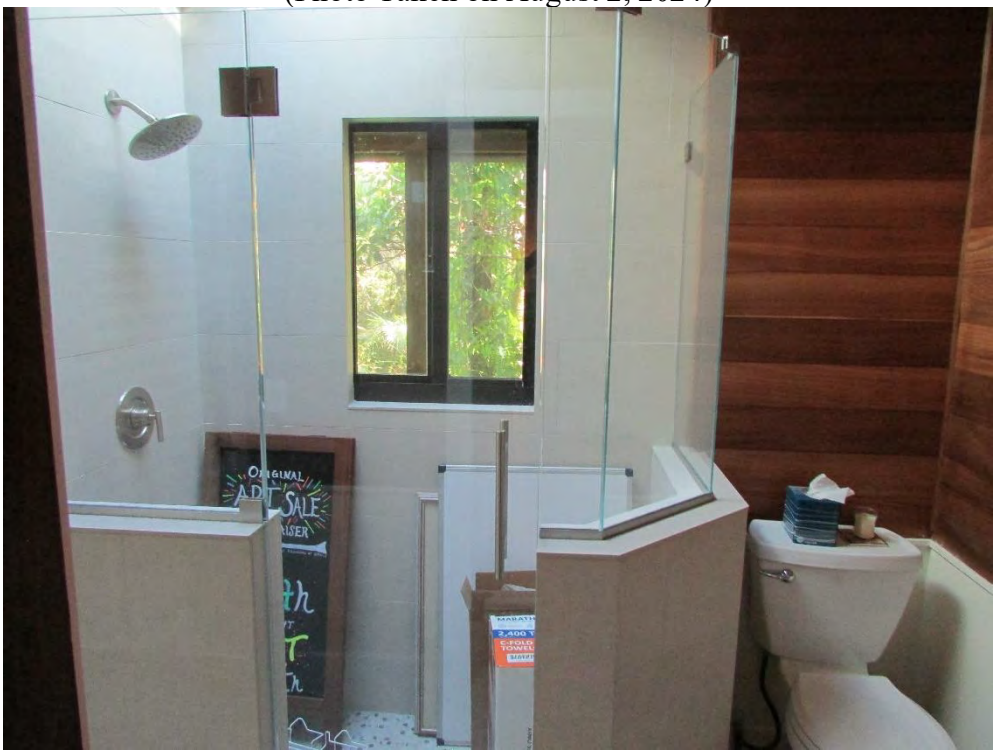


Den
(Photo Taken on August 2, 2024)

Improvement Photographs



Den bathroom
(Photo Taken on August 2, 2024)



Den bathroom
(Photo Taken on August 2, 2024)

Improvement Photographs



Master bath
(Photo Taken on August 2, 2024)



Living room ceiling
(Photo Taken on August 2, 2024)

Improvement Photographs



Central clerestory
(Photo Taken on August 2, 2024)



Entry detail
(Photo Taken on August 2, 2024)

Improvement Photographs



West side screened porch
(Photo Taken on August 2, 2024)



Deck off entry
(Photo Taken on August 2, 2024)

REAL ESTATE TAXES AND ASSESSMENTS

The real estate tax assessment of the subject is administered by Collier County. In 2008, Florida voters amended the Constitution to give non-homestead property owners some protection against increases in their annual property tax assessments. As amended, the Florida Constitution now prohibits the assessment of certain non-homestead property from increasing by more than 10% per year. The 10% cap applies to most types of commercial property, including non-homestead residential property (i.e. apartments and other rental property) and nonresidential property (i.e. commercial property and vacant land). The cap was set to expire on January 1, 2019; however, in November 2018 Florida voters amended the Constitution to make the cap permanent. The protection of the 10% cap is lost when there is a change of ownership or control.

The property tax identification number and assessed value of the property for tax year 2023 are as follows:

ASSESSED VALUES	
Tax Identification Number	41501440005
Land Assessed Value	$180,000
Building Assessed Value	$229,760
10% Assessment Cap	-$84,382
Total Assessed Value	$325,378
Totals	
Total Land Assessed Value	$180,000
Total Building Assessed Value	$229,760
10% Assessment Cap	-$84,382
Total Assessment	$325,378
Total Assessment per GLA	$210.06
Rates, Taxes, More	
Tax Rate	1.03235%
Ad Valorem Tax Amount	$0.00
Special Assessment Amount	$249.29
Special Assessment Comments	District 1 Garbage
Total Tax Liability	$249.29
Property Tax Comments	The 2022 and 2023 taxes have been paid. The property is owned and operated by a not for profit and is tax exempt.

The tax assessment for subject property is currently $210.06 per square foot, or $264.53 per square foot excluding the assessment cap. Based on our valuation analysis, the subject's assessment appears low but reasonable.

HIGHEST AND BEST USE

Highest and best use may be defined as:

> The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. 1
>
> - Physically possible for the land to accommodate the size and shape of the ideal improvement.
> - Legally permissible under the zoning regulations, building codes, environmental regulations, and other restrictions that apply to the site. A property use that is either currently allowed or most probably allowable.
> - Financially feasible to generate sufficient income to support the use.
> - Maximally productive, or capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Highest and Best Use As If Vacant

Physically Possible

The subject site is 10.00 acres or 435,600 square feet with 660 feet of frontage along 40th Avenue SE (Two laned, asphalt, residential street). The physical characteristics of the subject tract should reasonably accommodate any use that is not restricted by its size.

The subject's utilities are typical and adequate for the market area. The site is roughly square.

The site is located in a FEMA flood zone AH area per FEMA Flood Map Number: 12021C 0445 H, dated May 16, 2012, which is classified as a flood hazard area. Per the wetlands mapper from U.S. Fish & Wildlife Service the property includes 10.00 acres of Freshwater Forested/Shrub Wetlands.

There are no known physical reasons that would unusually restrict development. The site is considered to have a functional utility suitable for a variety of uses.

Legally Permissible

The subject site is zoned Estates (E), which allows low density residential with limited agricultural uses.

Permitted uses Includes single-family dwellings, family care facilities (subject to section 5.05.04), essential services (as set forth in section 2.01.03), and schools, public, including educational plants.

[1] *The Dictionary of Real Estate Appraisal* 7th ed. (Chicago: Appraisal Institute, 2022)

Recognizing the principle of conformity, we consider the prevailing land use patterns in the area. Therefore, only single family residential uses are given further consideration in determining the highest and best use of the site, as if vacant.

Financially Feasible

Financial feasibility is an analysis of the ability of a property to generate sufficient income to support the use, or a reasonable probability of producing a positive income stream net of operating expenses, financial costs, and capital amortization.

The projected growth in population and employment provide an economic base that supports demand for real estate in the subject neighborhood and for the subject property. These conditions have resulted in increasing property values and should stimulate continued increases within the foreseeable future. Prior to the coronavirus pandemic, the residential market had stabilized after several years of an expansion period, with sustained growth in demand and increasing construction. Since the coronavirus pandemic, residential demand increased significantly with record sales in 2020 and continued high demand but limited inventory in 2021 and 2022. Inventory increased in 2023 and 2024 YTD as demand declined due to continued increases in interest rates. Prices continue to increase; however, the rate of increase is declining.

On this basis, barring unforeseen changes in the market, a well-designed single family product that is appropriately marketed and priced, should be received favorably by the market.

Maximally Productive

The maximally productive land use yields the highest value of the possible uses. Single family residential development is the only use that meets the tests of physically possible, legally permissible, and financially feasible. Therefore, single family residential development is concluded to be the maximally productive and highest and best use of the site.

Highest and Best Use as Improved

As of the effective date of this appraisal, the existing improvements are operated as the Gore Nature Center by Cypress Cove Conservancy, Inc. It is the former residence of Dr. Robert Gore. The Cypress Cove Conservancy parcel is in the center of the Dr. Robert H. Gore III Preserve. A continuation of the current use is concluded to be financially feasible due to the quality, age and location of the improvements.

There are no apparent alternative uses that would indicate a higher present value that the current use. Furthermore, the value of the existing improvements, as is, exceeds the value of the site. Therefore, the highest and best use is as currently improved.

Most Probable Buyer

Considering the size, class, and location of the property, the most probable buyer is an owner-user.

VALUATION METHODOLOGY

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Sales Comparison Approach
3. The Income Approach

Cost Approach

The Cost Approach estimates the current cost to construct the existing structure including an entrepreneurial incentive, depreciation, and the estimated land value. This approach is particularly applicable when the improvements represent the highest and best use of the land and are relatively new. It is also applicable when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived. This approach is most reliable in an active market, and is least reliable when valuing a property for which no direct comparable sales data is available.

Income Approach

The Income Approach converts the anticipated flow of future benefits (cash flows and reversion) to a present value estimate through a capitalization and or a discounting process. This approach generally reflects a typical investor's perception of the relationship between the potential income of a property and its market value.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. The reconciliation of the approaches is based on an evaluation of the quantity and quality of the available data in each approach. Furthermore, different properties require different means of analysis and lend themselves to one approach over the others.

ANALYSES APPLIED

A **cost analysis** was considered and was not developed because a typical buyer does not utilize this valuation technique in the current economic environment except for build-to-suit and special purpose properties.

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because while the subject could generate an income stream, the most probable buyer is an owner-occupant.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Comparables

We have researched four comparables for this analysis. These are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction. For this analysis, we use the overall sales price as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis.

Comp	Address City	Price Date	Price Per SF Rentable Area	Sale Comments
Subject	4261 40th Avenue SE Naples	8/2/2024	1,549	
1	1415 Angela Road Naples	$367,000 8/12/2022	$382.29 960	Listed at $425,000 on 7/22/2022. Pended on 7/28/2022. Private Elevated Stilt Home on just under 9.5 Acres in Naples. Zoned Agricultural. Includes gazebo, 2 older sheds, and an older chicken coop. First floor includes 960 square feet with kitchen, living room, three bedrooms, utility room and one bath. Screened porch at 192 square feet. Ground level is enclosed with concrete block and includes one overhead door. Includes 1.96 acres of Freshwater Emergent Wetlands. Angela Road is a one laned, private dirt road.
2	1010 Keri Island Road Naples	$410,000 5/4/2022	$406.75 1,008	Listed at $475,000 on 11/17/2021. Price decreases to $472,500 and $440,000 on 12/15/2021 and 2/4/2022 respectively. Pended on 2/9/2022 Back on market on 3/19/2022. Final pending on 3/25/2022. Property includes 1,008 leasable area with 192 square foot front porch. 3 bedrooms and 3 baths. Ground floor includes some siding. Includes 51,400± square feet of Freshwater Forested/Shrub Wetlands. Lender is United Wholesale Mortgage, LLC. Keri Island is a one laned, gravel, private road.
3	440 Golden Gate Boulevard West Naples	$450,000 2/28/2023	$365.26 1,232	Listed at $450,000 on 12/14/2022. Pended on 1/11/2023. Upgrades include 2021 stainless steel appliances, AC replaced in July 2022, 2022 fresh paint and blinds, beautiful pavered driveway, recently replaced Hardi board siding, tile throughout a large privacy fence along the front of the property and separate fencing on the right side of the property. 2 staircases, one on each side of the home which leads to the upstairs living space and two separate entrances. Home includes 2 bedrooms with den and 1 bath with 416 sf deck and 224 sf covered porch. The septic and drainfield were replaced in 2018. No wetlands. Lender is Cardinal Financial Company. Golden Gate Blvd. is four laned primary arterial with median.
4	3461 19th Avenue SW Naples	$500,000 12/7/2023	$496.03 1,008	Listed at $525,000 on 11/21/2023 and pended same day. Home has new roof, new wide plank LVT flooring throughout, new kitchen with white sparkle quartz countertops, tile backsplash, stainless steel appliances, new feature wall with wall mounted tv, new paint, trim, doors, lighting, fans, whole house Reverse Osmosis system, new deck boards and railings, new fascia and soffit, new electric gate opener, new landscaping, and new hot water heater. The home is a 3 bedroom, 1 bath stilt home with a large lower level with full bathroom, large carport, and storage area. Ground level includes 432 sf enclosed storage area. Fenced yard. Lender is United Wholesale Mortgage, LLC. Include .64 acres of Freshwater Forested/Shrub Wetlands. 19th Avenue is a two laned, asphalt street.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

Effective Sale Price	This takes into consideration unusual conditions involved in the sale that could affect the sales price, such as excess land, non-realty components, commissions, or other similar factors. Usually the sale price is adjusted for this prior to comparison to the subject.
Real Property Rights	Property rights dissimilar to the subject which affect value.
Financing Terms	Favorable or unfavorable seller financing, or assumption of existing financing.
Conditions of Sale	Circumstances that atypically motivate the buyer or seller, such as 1031 exchange transaction, assemblage, or forced sale.
Market Conditions	Inflation or deflation since sale date due to economic influences
Location	Market or submarket area influences on sale price; surrounding land use influences.
Physical Characteristics	Attributes such as size, shape, utilities, frontage, zoning, etc.
Age/Condition	Attributes such as size, shape, age, number of stories, etc.
Economic Characteristics	Material differences between the subjects' net operating income and the net operating income of the comparables on a per unit basis.

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Analysis Grid			Comp 1		Comp 2		Comp 3		Comp 4	
Name	Cypress Cove Conservancy		1415 Angela Road		1010 Keri Island Road		440 Golden Gate Boulevard West		3461 19th Avenue SW	
Address	4261 40th Avenue SE		1415 Angela Road		1010 Keri Island Road		440 Golden Gate Boulevard West		3461 19th Avenue SW	
City	Naples		Naples		Naples		Naples		Naples	
Date	8/2/2024		8/12/2022		5/4/2022		2/28/2023		12/7/2023	
Price			$367,000		$410,000		$450,000		$500,000	
Rentable Area	1,549		960		1,008		1,232		1,008	
Rentable Area Unit Price			$382.29		$406.75		$365.26		$496.03	
Transaction Adjustments										
Property Rights	Fee Simple		Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing			Cash sale	0.0%	VA at $357,600	0.0%	VA @ $441,849	0.0%	Conventional @ $475K	0.0%
Conditions of Sale			Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%
Adjusted Rentable Area Unit Price			**$367,000**		**$410,000**		**$450,000**		**$500,000**	
Market Trends Through	8/2/2024	10.0%	20.7%		23.9%		14.6%		6.4%	
Adjusted Rentable Area Unit Price			$443,028		$508,030		$515,580		$532,199	
Location	Golden Gate Estates		Corkscrew		Golden Gate Estates		Golden Gate Estates		Golden Gate Estates	
% Adjustment			15%		0%		-10%		-10%	
$ Adjustment			$66,454		$0		-$51,558		-$53,220	
Rentable Area	1,549		960		1,008		1,232		1,008	
$ Adjustment			$117,800		$108,200		$63,400		$108,200	
Year Built	1988		1976		1982		1983		1984	
% Adjustment			0%		0%		0%		0%	
$ Adjustment			$0.00		$0.00		$0.00		$0.00	
Condition	Good		Average		Average		Average		Average; Recent Remodel	
% Adjustment			15%		15%		15%		10%	
$ Adjustment			$66,454		$76,204		$77,337		$53,220	
Bedrooms/Baths	1+Den/1.5		3/1		3/2		2+Den/1		3/1	
$ Adjustment			$0		-$15,000		$0		$0	
Acres	10.00		9.55		1.25		2.08		1.14	
$ Adjustment			$8,182		$157,500		$142,560		$159,546	
Flood Zone	AH		Zone AH per FIRM 12021C 0115 H		Zone AH per FIRM 12021C 0219 H		Zones AH and X per FIRM 12021C 0430 H		Zone AH per FIRM 12021C 0410 H	
% Adjustment			0%		0%		0%		0%	
$ Adjustment			$0.00		$0.00		$0.00		$0.00	
Adjusted Rentable Area Unit Price			**$701,918**		**$834,934**		**$747,319**		**$799,944**	
Net Adjustments			58.4%		64.3%		44.9%		50.3%	
Gross			58.4%		70.3%		64.9%		70.3%	

Comparable Sale Adjustments

All comparables are stilt homes on acreage in Golden Gates Estates or rural Collier County.

Property Rights

All of the comparables transferred in fee simple interest; therefore, no adjustments for property rights are required.

Financing

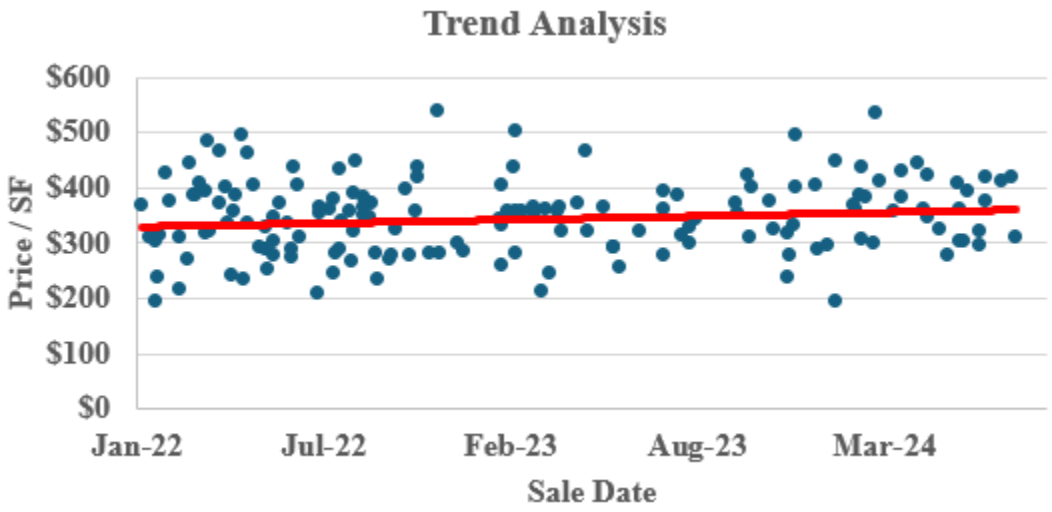
All of the comparable sales had market orientated financing or were cash transactions; therefore, no adjustments for financing are required.

Conditions of Sale

All of the comparable sales were arm's length transactions; therefore, no adjustments for conditions of sale are required.

Economic Trends

The following graph developed from CoStar shows single family home sales in Golden Gate Estates and nearby rural Collier County since January 1, 2022. The survey was limited to homes between 1,000 and 2,000 square feet and built between 170 and 1990. Certain outliers were excluded.



The survey included 164 transactions. The sales ranged from 1,000 to 2,000 square feet and averaged 1,457 square feet with a standard deviation of 274 square feet. Prices per square foot ranged from $197 to $539 per square foot and averaged $349 psf with a standard deviation of $67 psf. Years built ranged from 1974 to 1990 and averaged 1985 with a standard deviation of 3.90 years. The graph indicates an increasing trend in sales prices from January 2022 through the current date. However, it is noted this is unadjusted raw data and does not relate directly to the subject.

The analyses and value opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value. The significant residential demand since the pandemic has generally stabilized the commercial market overall with an increased demand and significant price increases for the industrial sector and select retail and office properties.

Based on the previous analysis, we have applied a 10.0% annual adjustment.

Location

The following table summarizes the population growth, average household income and average home value within a two mile radius.

Locational Adjustment - Site to Do Business (2 Mile Radius)					
	Subject	**Comp 1**	**Comp 2**	**Comp 3**	**Comp 4**
Address	4261 40th Avenue SE	1415 Angela Road	1010 Keri Island Road	440 Golden Gate Boulevard West	3461 19th Avenue SW
City	Naples	Naples	Naples	Naples	Naples
2024 Population	1,538	639	6,870	4,826	18,728
2029 Population	1,742	809	7,400	5,071	18,428
% Change	13.26%	26.60%	7.71%	5.08%	-1.60%
Avg Household Income	$108,434	$84,603	$139,330	$136,975	$98,424
Average Housing Value	$461,267	$649,228	$795,437	$658,087	$583,841
Median Housing Value	$424,453	$454,167	$636,199	$603,415	$470,591

Source: STDB Online

Comparable 1 is located north of Immokalee Road in a rural area of the Corkscrew Planning District. Comparables 2 through 4 are located in an area more known as Golden Gate Estates. Comparable 2 is in an area though not platted as part of Golden Gate Estates. The subject and Comparable 1 are furthest for population centers, employment, entertainment and shopping.

Subject and Comparable 2 are rural in location with the smallest population densities. Comparable 4 has the densest population due to its proximity to Golden Gate City.

Comparable 1 has the lowest household incomes. Comparable 4 is again influenced by its proximity to Golden Gate City. Comparables 2 and 3 have superior household incomes.

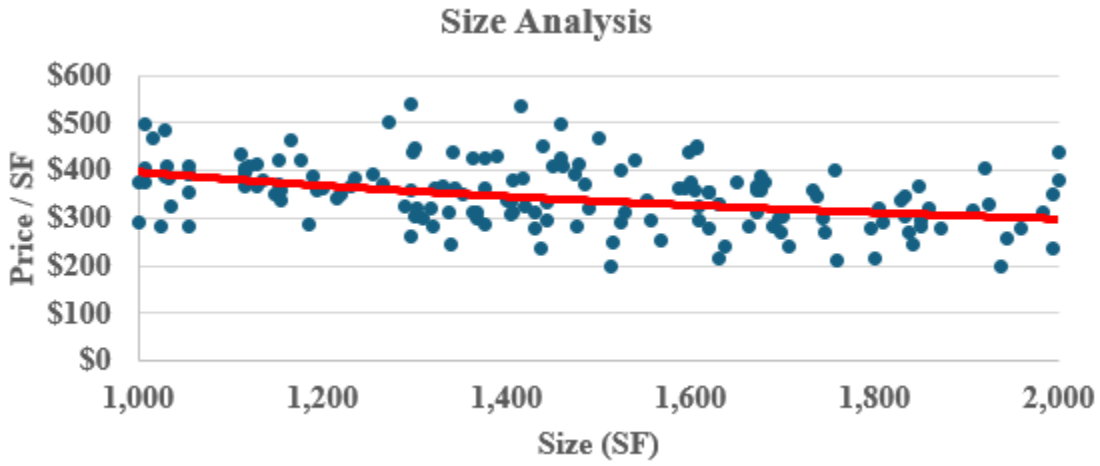
Generally, the subject area has the lowest housing values.

The subject and Comparables 4 are located on two laned, paved residential streets in Golden Gate Estates. Comparable 3 is located on the primary east/west arterial in Golden Gate Estates. Comparables 1 and 2 are located on private roads. Comparables 1 is accessed by a one laned dirt road. Comparable 2 is accessible by a maintained gravel road.

All comparables are evaluated and adjusted for accordingly.

Rentable Area

This adjustment reflects differences in size. The following was developed from the Trend Analysis survey.



The average unadjusted price per square foot for the comparables is $412 psf. As the subject is larger than the comparables, the following size adjustment is made at $200 psf.

All comparables are evaluated and adjusted for accordingly.

Age

This adjustment reflects differences in age. For this analysis, all of the comparable sales are relatively similar in terms of age; therefore, no adjustments are required.

Condition

This adjustment reflects differences in condition. The subject property has a superior elevation and finishes including hardwood flooring, exposed vaulted ceilings and cypress trim work. The comparables are generally average quality, single family residences with no distinguishable features. Comparable 4 was recently remodeled.

All comparables are evaluated and adjusted for accordingly.

Bedroom/Baths

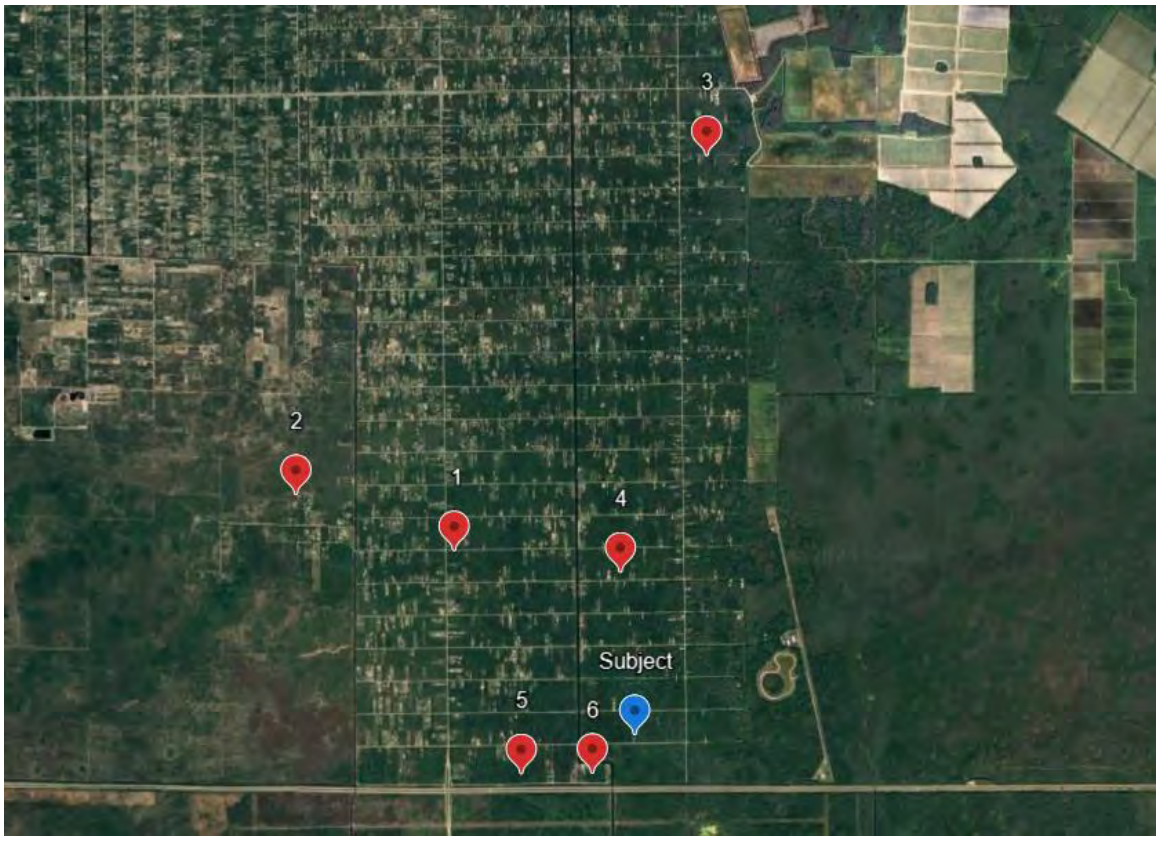
The subject was previously a one-bedroom with den with two full baths. One bath has had the tub removed and replaced with a second vanity.

All comparables are evaluated and adjusted for accordingly.

Site Acres

The subject and all comparables are on acreage lots. The following are recent lot sales and listings in Golden Gate Estates.

Comparable	Address	MLS No.	Sale Date	Sale /List Price	Acerage	Price / Acre
1	Everglades and 28th Ave SE	222065995	7/18/2024	$180,000	5.00	$36,000
2	2521 Woodland Grade	223085550	2/13/2024	$150,000	5.00	$30,000
3	4710 4th Avenue SE	223056000	4/9/2024	$120,000	5.00	$24,000
4	30th Avenue SE	223026526	2/15/2024	$115,000	5.00	$23,000
5	42nd Avenue SE	223073691	Listing	$195,000	6.70	$29,104
6	42nd Avenue SE	224037426	Listing	$279,900	6.84	$40,921



Comparables 1, 3, 4, 5, and 6 are located in Golden Gate Estates, like subject. Comparable 2 is located in the North Belle Meade. Comparables 1, 3 and 4 are located on paved roads, like subject. Listings 5 and 6 are located on a gravel road accessed from Everglades Blvd. Comparable 2 is accessed from Lamb Lane via Benton Road. Both are dirt roads. Comparable 3 through 6 consist nearly entirely of wetlands. Comparable 2 is 40%± wetlands while Comparable 1 had minimal exposure. Comparable 3 had a 40' apron and pipe culvert in place ready for a driveway. Comparable 6 also backs to the Fakah Union Canal.

We consider the contributory value of the subject acreage above the more traditional large lot size in Golden Gate Estates at 2.5 acres. We also consider that the subject is

100% wetlands. In the following analysis, we have adjusted for the additional acreage at $18,000/acre.

Flood Zone

Subject and all comparables are located in impacted flood zones. No adjustment is indicated.

Sales Comparison Approach Conclusion

All of the value indications have been considered in arriving at our final reconciled value of $750,000. Additionally, we have adjusted for the costs and incentive of installing a mini split system in the subject property.

Value Ranges & Reconciled Values				
Number of Comparables:	**4**	**Unadjusted**	**Adjusted**	**% Δ**
	Low:	$367,000	$701,918	91.26%
	High:	$500,000	$834,934	66.99%
	Average:	$431,750	$771,029	78.58%
	Reconciled Value/Unit Value:		$750,000	
	Cost for HVAC Installation:		-$30,000	
	Indicated Value:		$720,000	

RECONCILIATION

The process of reconciliation involves the analysis of each approach to value. The quantity and quality of data applied the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indications

Cost Approach:	Not Developed
Sales Comparison Approach:	$720,000
Income Approach:	Not Developed

Cost Approach

A cost analysis was considered and was not developed because a typical buyer does not utilize this valuation technique in the current economic environment except for build-to-suit and special purpose properties.

Sales Comparison Approach

The sales comparison approach is most reliable in an active market when an adequate quantity and quality of comparable sales data are available. Typically, this is the most relevant method for owner-user properties, because it directly considers the prices of alternative properties with similar utility for which potential buyers would be competing.

The subject property is a former residence now operated as a not for profit nature center. The property can be best marketed as a residence. The analysis and adjustment of the sales provides a reasonably narrow range of value indications. While it does not directly account for the income characteristics of the subject, this approach is given sole weight.

Income Approach

The income approach is usually given greatest weight when evaluating investment properties. The value indication from the income approach is supported by market data regarding income, expenses and required rates of return.

An income analysis was considered and was not developed because while the subject could generate an income stream, the most probable buyer is an owner-occupant.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of August 2, 2024, subject to the Limiting Conditions and Assumptions of this appraisal.

VALUE CONCLUSIONS

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value, As Is	Fee Simple	August 2, 2024	$720,000

The value conclusion(s) are subject to the following hypothetical conditions and extraordinary conditions. These conditions may affect the assignment results.

Hypothetical Conditions:	None.
Extraordinary Assumptions:	Conservation Collier supplied these appraisers with an Initial Criteria Screening Report dated August 3, 2022 with revisions on August 26, 2022, February 7, 2024 and March 6, 2024. The screening report was prepared for seven parcels at 20.77 acres including the subject property. We have assumed that the information supplied in the report is generally similar for all the seven tracts.

Exposure and Marketing Times

Exposure time is always presumed to precede the effective date of the appraisal and is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Marketing time is an estimate of the amount of time it might take to sell a property at the estimated market value immediately following the effective date of value.

Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local market it is our opinion that the probable marketing and exposure time for the property is 12 months.

CERTIFICATION

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

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.

4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

8. My reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice

9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

10. K. C. Lowry, MAI, CPA has made a personal inspection of the subject property. Rachel M. Zucchi, MAI, CCIM has not made a personal inspection of the subject property.

11. No one provided significant real property appraisal assistance to the person signing this certification.

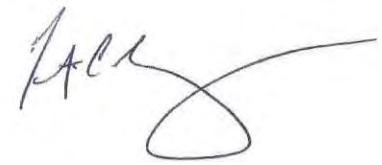
12. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

13. This appraisal is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

14. We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

15. K. C. Lowry, MAI, CPA and Rachel M. Zucchi, MAI, CCIM have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

16. As of the date of this report, K. C. Lowry, MAI, CPA and Rachel M. Zucchi, MAI, CCIM have completed the continuing education program for Designated Members of the Appraisal Institute.





K. C. Lowry, MAI, CPA
Florida State-Certified General Real Estate Appraiser RZ2355
klowry@rklac.com; Phone 239-596-0802

Rachel M. Zucchi, MAI, CCIM
Florida State-Certified General Real Estate Appraiser RZ2984
rzucchi@rklac.com; Phone 239-596-0801

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be

scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
11. Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to *ADA*. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. RKL Appraisal and Consulting, PLC is not a building or environmental inspector. RKL Appraisal and Consulting, PLC does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
25. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

ADDENDA

ADDENDUM A

APPRAISER QUALIFICATIONS

RKL Appraisal and Consulting, PLC

COMPANY PROFILE:

RKL Appraisal and Consulting, PLC was founded in 2009 by three designated Members of the Appraisal Institute. It is our mission to maximize our combined appraisal experience to provide our clients with the highest quality of Real Estate Appraisal and Consulting Services.

Rachel M. Zucchi, MAI, CCIM
Partner / Managing Director
rzucchi@rklac.com

K.C. Lowry, MAI, CPA
Partner
klowry@rklac.com

Louis C. Bobbitt, MAI
Senior Partner (Retired)
lbobbitt@rklac.com

BUSINESS FOCUS:

Practice is focused on community/neighborhood shopping centers, retail and office buildings, industrial warehouse/distribution buildings, residential and commercial condominium and subdivision projects, hotels and motels, vacant land and special purpose properties. Specialized services include appraisal review, business valuations, market feasibility studies, acquisition/disposition counseling, and litigation support in connection with real estate transactions including bankruptcy, eminent domain, estate valuations, and matrimonial and equitable distribution. Clients served include banks and financial institutions, developers and investors, law firms, government, and property owners.

PROFESSIONAL QUALIFICATIONS OF
KENNETH C. LOWRY, MAI, CPA

REAL ESTATE EXPERIENCE:	**RKL APPRAISAL AND CONSULTING, PLC** Naples, Florida Partner (2009 – Present) **INTEGRA REALTY RESOURCES – SOUTHWEST FLORIDA - NAPLES** Naples, Florida Senior Real Estate Analyst (1996 – 2009) **STEVEN GRAVES ASSOCIATES** Greenwood, Indiana Fee Appraiser (1994 – 1996) **AVL APPRAISAL SERVICES, INC.** Greenwood, Indiana Appraiser/Vice President (1991 – 1996) **AMERICAN COMMUNITY DEVELOPMENT CORPORATION** Indianapolis, Indiana Controller (1990 – 1991) **MANSUR DEVELOPMENT, INC.** Indianapolis, Indiana Senior Accountant (1988 – 1990)
PROFESSIONAL ACTIVITIES:	Member: Appraisal Institute – MAI Certificate No. 12501 Licensed: Florida State Certified General Real Estate Appraiser License No. RZ 2355 Licensed: Indiana State – Certified Public Accountant #CPO8800355
EXPERT WITNESS:	Qualified as an expert witness in the Twentieth Judicial Circuit Court of Collier County, Lee County, and Charlotte County
EDUCATION:	Bachelor of Science-1981; Indiana University–Bloomington; School of Business; Accounting Major. Successfully completed numerous real estate and business valuation courses and seminars sponsored by the Appraisal Institute, Institute of Business Appraisers, accredited universities and others.
BUSINESS FOCUS:	Actively engaged in real estate valuation and consulting since the early 1990's. Practice is focused on community/neighborhood shopping centers, power centers, office buildings, warehouse/distribution, multi-family, condominium projects, hotels and motels, vacant land and special purpose properties. Specialized services include appraisals, business valuations, market feasibility studies, and litigation support in connection with real estate transactions. Clients served include banks and financial institutions, developers and investors, law firms, business/industry and government, and mortgage bankers. Valuations have been performed for condemnation purposes, estate, financing, and due diligence support.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

LOWRY, KENNETH C

4500 EXECUTIVE DRIVE SUITE 230
NAPLES FL 34119

LICENSE NUMBER: RZ2355

EXPIRATION DATE: NOVEMBER 30, 2024

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PROFESSIONAL QUALIFICATIONS OF
Rachel M. Zucchi, MAI, CCIM

EXPERIENCE:	**Partner / Managing Director of RKL Appraisal and Consulting, PLC** Naples, FL (2009 – Present) **President of D&R Realty Group, Inc.** Naples, FL (2009 – Present) **Senior Real Estate Analyst, Integra Realty Resources – Southwest Florida** Naples, FL (2003 – 2009) **Research Associate, Integra Realty Resources – Southwest Florida** Naples, FL (2002-2003)	
PROFESSIONAL ACTIVITIES:	Member:	Appraisal Institute – MAI Certificate Number 451177
	President:	Appraisal Institute Florida Gulf Coast Chapter (2020)
	VP/Secretary/Treasurer:	Appraisal Institute Florida Gulf Coast Chapter (2017 - 2019)
	Region X Representative:	Appraisal Institute Florida Gulf Coast Chapter (2017 - 2022)
	Board of Directors:	Appraisal Institute Florida Gulf Coast Chapter (2015 - 2021)
	Government. Relations:	Appraisal Institute National (2022)
	Prof. Standards & Guidance:	Appraisal Institute National (2023-2024)
	LDAC Attendee:	Leadership Development & Advisory Council Appraisal Institute - Washington, D.C. (2016, 2017, 2018)
	Member:	CCIM Institute - CCIM Designation Pin Number 21042
	Member:	Naples Area Board of REALTORS
	Licensed:	Florida State Certified General Real Estate Appraiser License No. RZ 2984
	Licensed:	Real Estate Broker (Florida) License No. BK3077672
EXPERT WITNESS:	Qualified as an expert witness in the Twentieth Judicial Circuit Court of Collier County and Lee County	
EDUCATION:	Bachelor of Arts, Major in Economics Florida Gulf Coast University, 2002 Graduated Magna Cum Laude Presented at Eastern Economic Association Conference Successfully completed real estate and valuation courses and seminars sponsored by the Appraisal Institute and others.	
BUSINESS FOCUS:	Actively engaged in real estate valuation and consulting since 2003. Practice is focused on community/neighborhood shopping centers, retail and office buildings, industrial warehouse/distribution, multi-family and single-family subdivisions, condominium developments, hotels/motels, vacant land and special purpose properties. Specialized services include market feasibility studies and litigation support in connection with real estate transactions. Clients served include banks and financial institutions, developers and investors, law firms, government, and property owners. Valuations have been performed for eminent domain, bankruptcy, estate, matrimonial/equitable distribution, financing, and due diligence support.	



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PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

ZUCCHI, RACHEL M

4500 EXECUTIVE DRIVE SUITE 230
NAPLES FL 34119

LICENSE NUMBER: RZ2984
EXPIRATION DATE: NOVEMBER 30, 2024
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ADDENDUM B

FINANCIALS AND PROPERTY INFORMATION

Collier County Property Appraiser
Property Summary

Parcel ID	41501440005	Site Address *Disclaimer	4261 40TH AVE SE		Site City	NAPLES	Site Zone *Note	34117

Name / Address	CYPRESS COVE CONSERVANCY INC				
	PO BOX 110308				
City	NAPLES	State	FL	Zip	34108

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4D33	354100 18 04D33	33	49	28	10

Legal	GOLDEN GATE EST UNIT #91 ALL OF TR 15 & TR 18, OR 1229 PG 856

Millage Area	80	Millage Rates *Calculations		
Sub./Condo	354100 - GOLDEN GATE EST UNIT 91	School	Other	Total
Use Code	1 - SINGLE FAMILY RESIDENTIAL	4.3132	6.0103	10.3235

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
06/07/19	5642-3277	$ 203,000
09/09/09	4492-4	$ 0
11/03/86	1229-856	$ 18,500
04/01/76	647-1622	$ 0

2024 Preliminary Tax Roll

(Subject to Change)

	Land Value	$ 140,000
(+)	Improved Value	$ 207,050
(=)	Market Value	$ 347,050
(=)	Assessed Value	$ 347,050
(=)	School Taxable Value	$ 0
(=)	Taxable Value	$ 0
	Ad Valorem Taxes	$ 0
(+)	Non-Ad Valorem Taxes	$ 249.29
(=)	Total Taxes	$ 249.29

Values are as of January 1st each year. If all values are 0, this parcel was created after the Final Tax Roll.

Disclaimer: The actual total property taxes may vary due to changes in millage rates set by taxing authorities, the addition of non-ad valorem assessments, and special assessments. For the most accurate and up-to-date tax information, please visit the Collier County Tax Collector's office to see the final Tax bills.

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Legal Description	Mill Code	Escrow Code
41501440005	GOLDEN GATE EST UNIT #91 ALL OF TR 15 & TR 18, OR 1229 PG 856	80	

CYPRESS COVE CONSERVANCY INC
PO BOX 110308
NAPLES, FL 34108

Pay in U.S. Funds Drawn on a U.S. Bank To:
Collier County Tax Collector
3291 E. Tamiami Trail
Naples, FL 34112-5758
POST DATED CHECKS ARE NOT ACCEPTED AND WILL BE RETURNED
Visit our website: www.colliertaxcollector.com

Assessed Value: 325,378

Exemptions: Institutional charitable

District	Mill Rate	Assessed Value	Exempt Amt	Taxable Value	Tax Amount
GENERAL FUND	3.2043	325,378	325,378	0	0.00
WATER MANAGEMENT FUND-SOUTH	0.0948	325,378	325,378	0	0.00
BIG CYPRESS BASIN	0.0978	325,378	325,378	0	0.00
SCHOOL BOARD - STATE LAW	2.0440	409,760	409,760	0	0.00
SCHOOL BOARD - LOCAL BOARD	2.2480	409,760	409,760	0	0.00
COLLIER MOSQUITO CONTROL	0.1443	325,378	325,378	0	0.00
GREATER NAPLES FIRE RESCUE DIS	1.5000	325,378	325,378	0	0.00
UNINCORP GEN - MSTD	0.7280	325,378	325,378	0	0.00
C.C. WATER POLLUTION CTRL PGM	0.0263	325,378	325,378	0	0.00
CONSERVATION COLLIER	0.2242	325,378	325,378	0	0.00

Please Retain this portion for your records

Millage Total 10.3117 **Total Ad Valorem** $0.00

Pay your current taxes online at:
http://www.colliertaxcollector.com/

Non-Ad Valorem District	Type of Assessment	Amount
19013 District 1 Garbage	Solid Waste	249.29

Non-Ad Valorem Total $249.29

See reverse side for important information

Combined Ad Valorem and Non-Ad Valorem Total $249.29

(Detach and Return with your Payment)

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Mill Code	Escrow Code
41501440005	80	

Legal Description
GOLDEN GATE EST UNIT #91
ALL OF TR 15 & TR 18,
OR 1229 PG 856

CYPRESS COVE CONSERVANCY INC
PO BOX 110308
NAPLES, FL 34108

11/06/2023

Amount Paid to Date: 239.32

Receipt # TAX HSP 1-24-00225556

Rob Stoneburner

Paid By **Cypress Cove Landkeepers, Inc**

INSTR 5728165 OR 5642 PG 3277 E-RECORDED 6/18/2019 11:38 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $1,421.00 REC $18.50
CONS $203,000.00

This instrument was prepared by:
F. Andrews Taintor
F. Andrews Taintor, P.A.
5051 Castello Drive, Suite 4
Naples, Florida 34103

Tax Folio No. 41501440005

NOT RECORDED COPY

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 7 day of June, 2019, BETWEEN, PAUL A. GORE, TRUSTEE of THE ROBERT H. GORE III INTER VIVOS TRUST dated July 25, 1986, as amended, Grantor, having a mailing address of 1627 W. Main Street No. 311, Bozeman, Montana 59715, and CYPRESS COVE CONSERVANCY, INC., a Florida not-for-profit corporation, Grantee, whose mailing address is 2481 GOLDEN GATE BOULEVARD EAST, NAPLES, FL 34120.

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN AND 00/100 ($10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in Collier County, Florida, to-wit:

All of Tract 15 and Tract 18, Unit 91, GOLDEN GATE ESTATES, according to the plat thereof, recorded in Plat Book 5, Page 30, Public Records of Collier County, Florida,

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, easements and other matters appearing on the plat and/or common to the subdivision; and taxes for the year 2019 and all subsequent years.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Special Warranty Deed
Gore, Trustee, to Cypress Cove Conservancy
Tract 15 and Tract 18, Unit 91,
GOLDEN GATE ESTATES, Plat Book 5, Page 30
Page 2

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Deborah L Kossler
Witness signature

Deborah L Kossler
Witness printed name

Witness signature

Maria Hope
Witness printed name

Paul A Gore
Paul A Gore, Trustee

STATE OF MONTANA

COUNTY OF Gallatin

The foregoing instrument was acknowledged before me this 7 day of June, 2019, by Paul A. Gore, as Trustee of the Robert H. Gore III Inter Vivos Trust, who is personally known to me or who produced personally known as identification and did not take an oath.

(SEAL)

KRISTEN JOHNSON NOTARIAL SEAL STATE OF MONTANA

KRISTEN JOHNSON
NOTARY PUBLIC for the
State of Montana
Residing at Bozeman, Montana
My Commission Expires
October 11, 2021

Kristen Johnson
Notary Public, State of Montana
My commission expires: October 11, 2021
Commission No. n/a

ADDENDUM C

COMPARABLE DATA

Comparable 1



Transaction

ID	9708	**Date**	8/12/2022
Address	1415 Angela Road	**Price**	$367,000
City	Naples	**Price Per RA**	$382.29
State	FL	**Transaction Type**	Closed Sale
Grantor	Richard Van Der Meer	**Financing**	Cash sale
Grantee	Trina McGillis-Prosser	**Property Rights**	Fee Simple
Tax ID	96600003		
Days on Market	6	**Sale Verification Date**	8/26/2024
Book/Page or Reference Doc	Instr. 6300507	**Sale Verification Source**	Robert Vesci, PA w/ John R Wood Properties
Conditions of Sale	Arm's length	**Sale History**	None in last 3 years

Site

Acres	9.55	**Topography**	Wooded
Land SF	415,800	**Zoning**	A-MHO-RFMUO
Primary Frontage Feet	660	**Flood Zone**	Zone AH per FIRM 12021C 0115 H
Primary Frontage Street	Angela Road (660 feet)	**Dimensions**	330' x 30' x 330' x 660' x 330' x 30' x 330' x 600'
Utilities	Electric, septic and well	**Shape**	Roughly square

Improvements

GBA	1,152	**Building Class**	Class C and D
Rentable Area	960	**No. of Bedrooms**	3.00
Construction	Concrete Block, Elevated, Wood Frame	**No. of Bathrooms**	1.00
Year Built	1976	**Roof Cover**	Metal
Roof Type	Gable		

Comments

Listed at $425,000 on 7/22/2022. Pended on 7/28/2022. Private Elevated Stilt Home on just under 9.5 Acres in Naples. Zoned Agricultural. Includes gazebo, 2 older sheds, and an older chicken coop. First floor includes 960 square feet with kitchen, living room, three bedrooms, utility room and one bath. Screened porch at 192 square feet. Ground level is enclosed with concrete block and includes one overhead door. Includes 1.96 acres of Freshwater Emergent Wetlands. Angela Road is a one laned, private dirt road.

Comparable 2



Transaction

ID	9709	**Date**	5/4/2022
Address	1010 Keri Island Road	**Price**	$410,000
City	Naples	**Price Per RA**	$406.75
State	FL	**Transaction Type**	Closed Sale
Grantor	Dorothy Minier	**Financing**	VA at $357,600
Grantee	Bradford and Akiya Maston	**Property Rights**	Fee Simple
Tax ID	221800005		
Days on Market	94 days	**Sale Verification Date**	8/26/2024
Book/Page or Reference Doc	Instr. 6258719	**Sale Verification Source**	Mary Ann Bonard Thackston w/ Premiere Plus Realty Co.
Conditions of Sale	Arm's length	**Sale History**	None in last 3 years

Site

Acres	1.25	**Topography**	Wooded
Land SF	54,450	**Zoning**	A-MHO-RFMUO
Primary Frontage Feet	160	**Flood Zone**	Zone AH per FIRM 12021C 0219 H
Primary Frontage Street	Keri Island Road (160 feet)	**Dimensions**	160' x 340'
Utilities	Electric, well & septic	**Shape**	Roughly rectangular
Land to Building Ratio	45.38	**Floor Area Ratio**	0.02

Improvements

GBA	1,200	**Building Class**	Class D
Rentable Area	1,008	**No. of Bedrooms**	3.00
Construction	Piling, Wood Frame	**No. of Bathrooms**	2.00
Year Built	1982	**Roof Cover**	Metal
Roof Type	Gable		

Comments

Listed at $475,000 on 11/17/2021. Price decreases to $472,500 and $440,000 on 12/15/2021 and 2/4/2022 respectively. Pended on 2/9/2022 Back on market on 3/19/2022. Final pending on 3/25/2022. Property includes 1,008 leasable area with 192 square foot front porch. 3 bedrooms and 3 baths. Ground floor includes some siding. Includes 51,400± square feet of Freshwater Forested/Shrub Wetlands. Lender is United Wholesale Mortgage, LLC. Keri Island is a one laned, gravel, private road.

Comparable 3



Transaction

ID	9710	**Date**	2/28/2023
Address	440 Golden Gate Boulevard West	**Price**	$450,000
City	Naples	**Price Per RA**	$365.26
State	FL	**Transaction Type**	Closed Sale
Grantor	David W and Jessica J Clark	**Financing**	VA @ $441,849
Grantee	Fabricio Pensalfini and Darelys Moronta Alba	**Property Rights**	Fee Simple
Tax ID	37166720006		
Days on Market	30 days	**Sale Verification Date**	8/26/2024
Book/Page or Reference Doc	Instr. 6371502	**Sale Verification Source**	Claire S Gogan w/ EXP Realty LLC
Conditions of Sale	Arm's length	**Sale History**	None in last 3 years.

Site

Acres	2.08	**Topography**	Wooded
Land SF	90,605	**Zoning**	Estates
Primary Frontage Feet	150	**Flood Zone**	Zones AH and X per FIRM 12021C 0430 H
Primary Frontage Street	Golden Gate Blvd. (150 feet)	**Dimensions**	150' x 604'
Utilities	Electric, well & septic	**Shape**	Roughly rectangular
Land to Building Ratio	48.40	**Floor Area Ratio**	0.02

Improvements

GBA	1,872	**Building Class**	Class D
Rentable Area	1,232	**No. of Bedrooms**	2.00
Construction	Elevated, Wood Frame	**No. of Bathrooms**	1.00
Year Built	1983	**Roof Cover**	Asphalt Shingles
Roof Type	Gable		

Comments

Listed at $450,000 on 12/14/2022. Pended on 1/11/2023. Upgrades include 2021 stainless steel appliances, AC replaced in July 2022, 2022 fresh paint and blinds, beautiful pavered driveway, recently replaced Hardi board siding, tile throughout a large privacy fence along the front of the property and separate fencing on the right side of the property. 2 staircases, one on each side of the home which leads to the upstairs living space and two separate entrances. Home includes 2 bedrooms with den and 1 bath with 416 sf deck and 224 sf covered porch. The septic and drainfield were replaced in 2018. No wetlands. Lender is Cardinal Financial Company. Golden Gate Blvd. is four laned primary arterial with median.

Comparable 4



Transaction

ID	9711	**Date**	12/7/2023
Address	3461 19th Avenue SW	**Price**	$500,000
City	Naples	**Price Per RA**	$496.03
State	FL	**Transaction Type**	Closed Sale
Grantor	Donald J Ward Jr.	**Financing**	Conventional @ $475K
Grantee	Josue Garcia and Jasmin Vega Payes	**Property Rights**	Fee Simple
Tax ID	37984240001		
Days on Market	0 days	**Sale Verification Date**	8/26/2024
Book/Page or Reference Doc	Instr. 6485424	**Sale Verification Source**	Don Ward, Jr. w/ MVP Realty Associates LLC
Conditions of Sale	Arm's length	**Sale History**	$350K on 10/5/2023

Site

Acres	1.14	**Topography**	Wooded
Land SF	49,500	**Zoning**	Estates
Primary Frontage Feet	75	**Flood Zone**	Zone AH per FIRM 12021C 0410 H
Primary Frontage Street	19th Avenue SW (75 feet)	**Dimensions**	75' x 660'
Utilities	Electric, well & septic	**Shape**	Roughly rectangular
Land to Building Ratio	39.04	**Floor Area Ratio**	0.03

Improvements

GBA	1,268	**Building Class**	Class D
Rentable Area	1,008	**No. of Bedrooms**	3.00
Construction	Piling, Wood Frame	**No. of Bathrooms**	1.00
Year Built	1984	**Roof Cover**	Asphalt Shingles
Roof Type	Gable		

Comments

Listed at $525,000 on 11/21/2023 and pended same day. Home has new roof, new wide plank LVT flooring throughout, new kitchen with white sparkle quartz countertops, tile backsplash, stainless steel appliances, new feature wall with wall mounted tv, new paint, trim, doors, lighting, fans, whole house Reverse Osmosis system, new deck boards and railings, new fascia and soffit, new electric gate opener, new landscaping, and new hot water heater. The home is a 3 bedroom, 1 bath stilt home with a large lower level with full bathroom, large carport, and storage area. Ground level includes 432 sf enclosed storage area. Fenced yard. Lender is United Wholesale Mortgage, LLC. Include .64 acres of Freshwater Forested/Shrub Wetlands. 19th Avenue is a two laned, asphalt street.

Conservation Collier Land Acquisition Program

Project Design Report

Cypress Cove Landkeepers Property

Date: January 2025

Property Owner: Cypress Cove Landkeepers, Inc.

Folio(s): 41501440005

Location: GOLDEN GATE EST UNIT 91 TR 15 & TR 18

Size: 10.00 acres

Purchase Price: $648,900

History of Project:

Selected for the "A" category, #1 priority, on the Active Acquisition List (AAL) by CCLAAC	Selected for the "A" category, #1 priority, on AAL by BCC	Offer made to owners	Offer accepted
3/6/2024	6/25/2024	9/18/2024	9/26/2024

Purpose of Project: Environmental Conservation and Education – Conservation Collier Program

Program Qualifications:

This parcel is within the Dr. Robert H. Gore III (Gore) Preserve multi-parcel project boundary. The Cypress Cove Landkeepers parcel was considered due to its proximity to an existing Conservation Collier preserve. The Gore Preserve project area, which includes the Cypress Cove Landkeepers parcel, met 5 out of 6 Initial Screening Criteria identified in the Conservation Collier Ordinance, No. 2002-63, as amended, including presence of native habitat, potential for nature-based recreational and educational opportunities, protection of water resource values and wetland dependent species habitat, presence of significant biological/ecological values, listed species habitat, connectivity, and restoration potential.

The parcel offers access from 40th Ave. SE, west of Desoto Blvd. S. The parcel also contains existing amenities that can provide opportunities for public use and education. Potential public uses include hiking, nature photography, bird watching, and environmental education.

The project area is approximately 75% wetlands, with the remaining 25% seasonal wetlands. Significant areas of karst have been observed in the area. Karst is limestone terrain characterized by sinkholes, caverns and underground streams, and is a wetland indicator. Plant communities found on the property are consistent with mapped soils and provide habitat for wetland dependent species. The project area is mapped by the South Florida Water Management District as contributing 43' to 56" annually of water to the Surficial Aquifer System and can be expected to contribute to the attenuation of area flood waters. Hydrologic indicators such as karst topography, cypress knees, and water marks on buttressed cypress trees provide evidence of seasonal flooding.

The mature cypress trees found on the property indicate that the area has historically contained wetlands.

Invasive exotic plant species are present in significant amounts, up to 95% along the roadside and approximately 50% interiorly. The primary invasive exotic plant is Brazilian pepper (*Schinus terebinthifolius*), but others are likely also present.

The project area contains protected species of plants, including giant sword fern (*Nephrolepis biserrata*) and several listed bromeliads in the *Tillandsia* genus. A neighbor and environmental professional who is familiar with the property reported 5 native orchid species present within the project area. The same neighbor has seen 5 panthers in the area since 2014 (including a panther with kittens), dozens of Florida black bears (including females with cubs), and numerous other wildlife. The observed habitat and location would support the presence of Everglades mink (*Neovison vison evergladensis*), tricolored heron (*Egretta tricolor*), and little blue heron (*Egretta caerulea*), all state-protected species.

The property is within an historic wetland area that connects on the east with the Florida Panther National Wildlife Refuge (FPNWR) via the old Ford Test Track. The Gore Preserve and surrounding lands enhance the FPNWR by acting as a buffer and providing a reasonably large sized wild land addition north of I-75. There are wildlife underpasses at the adjacent Faka Union and nearby Miller canals creating an ecological link south under I-75 to the Picayune Strand State Forest. A little over two miles to the west are the North Belle Meade sending lands. The Gore project is within the Florida Fish and Wildlife Conservation Commission (FWC) Primary Panther habitat zone. The Cypress Cove Landkeepers parcel expands the Gore Preserve. This parcel, joined with many others, could permanently protect a corridor between North Belle Meade and the Florida Panther National Wildlife Refuge.

Public Use

Educational Programing - The Conservation Collier Program has committed to continuing to provide educational programs to Collier Schools that were previously offered by The Cypress Cove Landkeepers. The sale of the property and house includes the educational materials that were used for these programs. Conservation Collier will provide six days of field trips, as was done previously by the Cypress Cove Landkeepers, after the appropriate Conditional Use Permit is obtained. Existing staff within the Conservation Collier will provide the educational programming.

In the future (after 2031) when the current Conservation Collier acquisition phase is nearing completion, existing staffing positions could be reallocated to educational programming at the Gore Nature Center and other preserves.

Parking – The existing Gore Nature Center parking lot will be incorporated into the existing trail system and act as the parking and trailhead for the Dr. Robert H. Gore III Preserve.

Site Security - Currently, the Landkeepers use Dehart Security. Several remote cameras are also located around the outside of the nature center and are available to the property owner for monitoring. The cameras can be accessed remotely. These will remain installed and the account will be turned over to Collier County.

A front gate also exists at the entrance of the driveway and parking area off 40th Ave. SE

Zoning, Growth Management and Land Use Overlays: The parcel is within the Northern Golden Gate Estates. The zoning classification is Estates (E), a rural residential classification. There are no additional land use overlays applicable. A Conditional Use Permit will required to allow public use of the existing nature center and construction of public restroom facility if it is greater than 500 square feet.

Projected Management Activities: Projected management activities include maintenance of the existing building and structures, construction of an outdoor restroom facility, removal of invasive plants, development of a Land Management Plan, trail maintenance, and continued development of public access to selected portions of the preserve.

Estimated Management Costs:

Management Element	2025	2026	2027	2028	2029
Exotics	$6,800	$5,000	$5,000	$5,000	$3,500
Trail Construction	$1,800	$100	$100	$100	$100
Trail/Nature Center Signage	$2,700	$400	$400	$200	$200
Trail Connection Gate Enhancements	$7,700	$0	$0	$0	$0
Trail Structure Maintenance	$2,000	$800	$800	$800	$800
Restroom construction*		$150,000			
Security enhancements*	$30,000				
Sprinkler system and wildfire safety enhancements/reduction*		$15,000			
Dehart security	$500	$500	$500	$500	$500
Electricity, water, building maint.	$4,000	$4,000	$4,000	$4,000	$4,000
**Total ** **	**$55,500**	**$175,800**	**$10,800**	**$10,600**	**$9,100**

* Could be combined with other projects to reduce engineering/design costs to implement.

** Total does not include all permitting and design fees.

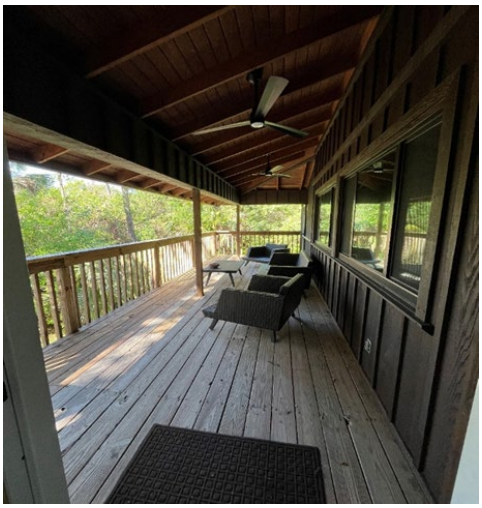
SEE REMAINING PAGES FOR PHOTOS AND MAPS OF THE PARCEL.

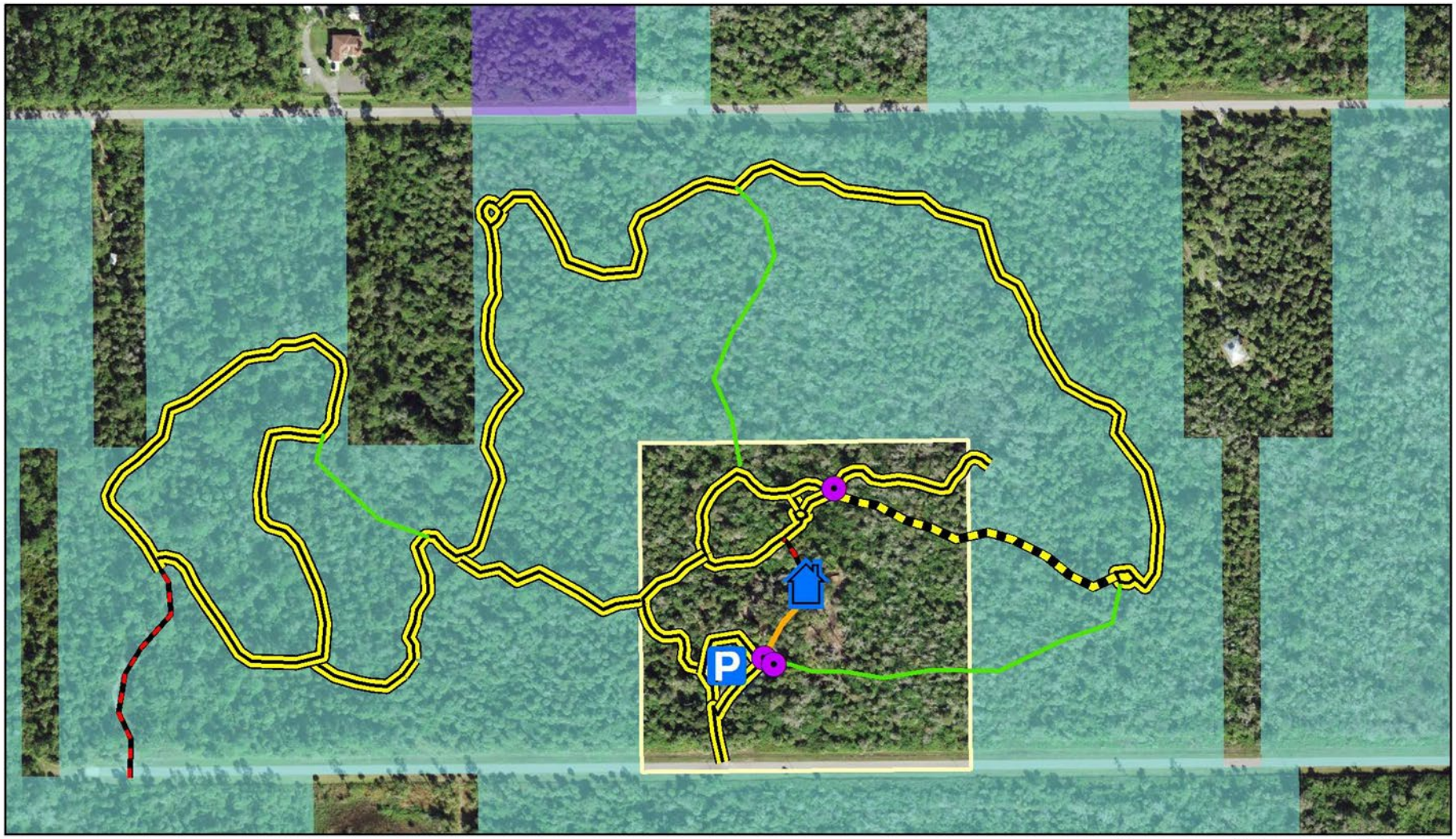








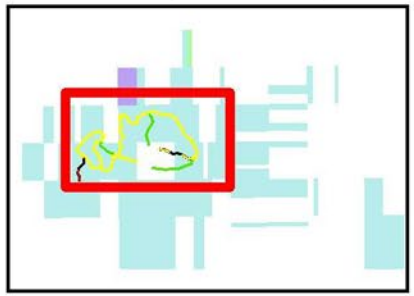


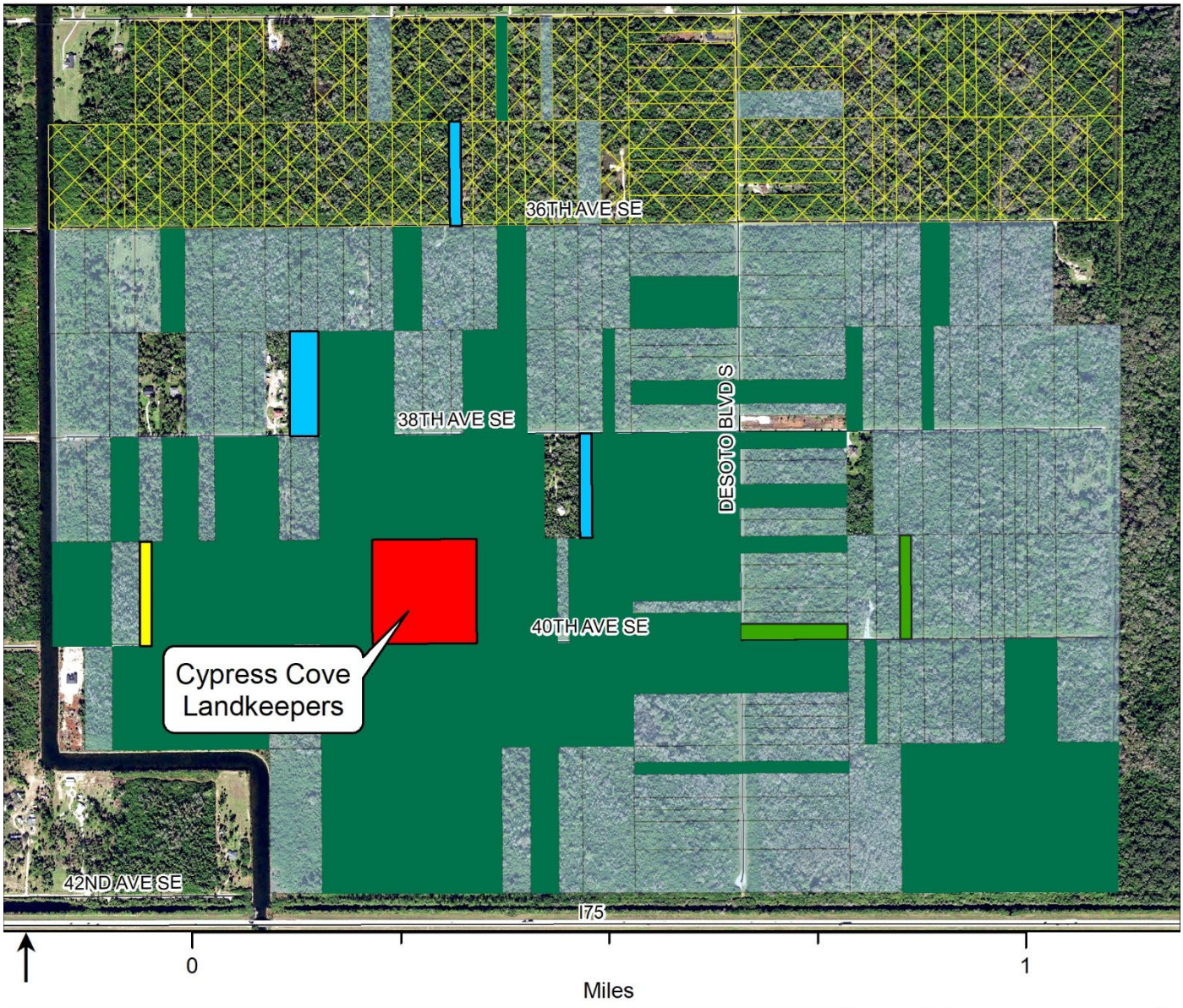



Main Access Trail
Conceptual New Trail
Existing Trail Removal
New Main Access Trail
Nature Education Center
New Gates

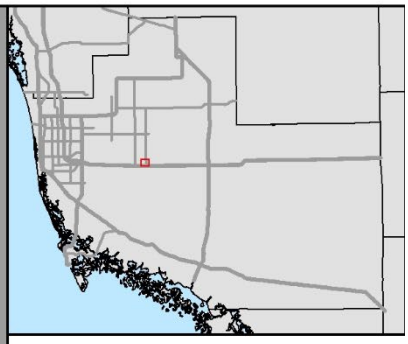
Conceptual Public Access Trails
Gore Nature Education Center
& Dr. Robert H. Gore III Preserve

0 250 500 Feet





CYPRESS COVE LANDKEEPERS, INC.
Property Owner Accepted Offer
Property Under Contract
Dr. Robert H. Gore III Preserve
Dr. Robert H. Gore III A-list parcel
Gore Preserve Target Protection Mailing Area
FL Wildlife Fed

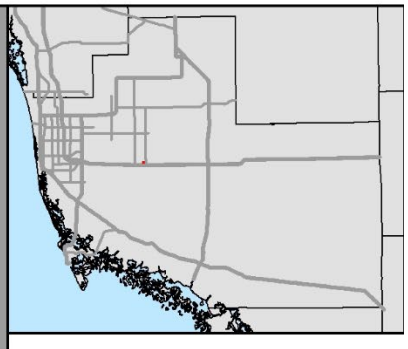


Collier County

CONSERVATION COLLIER



CYPRESS COVE LANDKEEPERS, INC.
Dr. Robert H. Gore III Preserve



Collier County

CONSERVATION COLLIER

Inspection Report responses
Cypress Cove Landkeepers
4261 40th Ave SE, Naples, FL 34117

Able Home Inspections performed an inspection of the residential structure on October 30, 2024. Subsequently, Conservation Collier staff met onsite with various Facilities staff in November and December to evaluate the house. On December 11, 2024, staff met with the seller and Facilities Management Division (Facilities) Senior Field Inspector; see related document titled "Gore Nature Center Facilities Inspection" from the Facilities Inspector.

A summary is provided below of the various recommendations provided in the report from Able Home Inspections. The following addresses each recommendation with the Able Home Inspection comment, Seller's response, and Staff's response. **Recommendations in the report will either be fixed by the seller or are a non-issue according to Facilities as noted below.** There are a three minor items that will be fixed by the Conservation Collier Program after closing.

2.1.1 Grading Issue (pg. 9) – The grading underneath the deck near the home's front porch all slopes underneath the deck, which is likely ponding water.

Seller response: Seller to fix prior to closing. This area will be backfilled to correct grading away from footers of the deck.

2.2.1 Vegetation Growth (pg. 9) - The vegetation growth out of the limestone chimney.

Seller response: This is normal due to porous rock and no repairs are required.

Facilities: There is a small fern near the top of the chimney that needs removal.

2.2.2 Damaged Truss (pg. 9) - Rotted truss and 2nd story's siding (pg. 10)

Seller response: Seller will fix prior to closing

2.2.3 Siding (pg. 10) - Siding on the "second story" was not fully inspected

Sellier response: Siding is good.

2.3.1. Fascia Board Rot (pg. 11)

Seller response: These pictures are growth from water runoff which have been pressure washed away, and one is an old water damage stain. There is no rot or need for replacement. All fascia boards were inspected and replaced as needed when the roof was replaced in 2019/20.

Facilities response: Fascia had algae growth that was cleaned off.

2.8.1 Rotted wood (pg. 11-14) - A lot of the wood around the deck and boardwalk is damaged, rotted, or not plumb, which can be affecting the structural integrity. Some of the fasteners for the floor joists are rusted or damaged as well and should be evaluated.

Seller response:

1. This is mold growth from rain on the end of a board that had one old rot spot.

2. This is a rusty bracket, not rotted and completely normal due to rain runoff.

3. This is not rotted, will be cut back to expose a fresh end.

Facilities response:

1. Mold growth on the end of a board on the porch. This type of algae is typical on exterior wood members and is cosmetic.
2. Rusty bracket (near board with mold growth on the porch). Corrosion on brackets (joist hangers) is cosmetic/typical.

2.8.2 Cracked Concrete (pg. 14-15) - Covering the cracked concrete around pilings supporting the boardwalk with fill

Seller response: These will be covered with fill when grading gets done, but are not a structural issue as the pilings are sitting on top of footer.

Facilities response: Fill dirt will be pulled away from wood piles and placed beneath the deck.

2.8.2 Unlevel handicapped ramp (pg. # 15) –

Seller response: This was poured at a slight angle to avoid puddles at the end of the entrance as it's all natural.

Facilities response: part of the concrete ramp has side slope of 3%, maximum for ADA is 2%. In addition handrails should be installed on the sides of the concrete ramp as the slope is greater than 5%.

Conservation Collier response: will add handrails next to concrete ramp after closing

2.8.3 Gap in decking board(s) (pg. 16)

Seller response: Agreed onsite this will be fixed prior to closing.

Facilities response: Remove boards and reinstall to correct the gaps.

3. Roof - Removal of debris on the roof (pg. 19)

Seller response: Will blow off roof before closing.

Facilities response: Roof needs to be blown off. Limbs overhanging roof should be trimmed away from the building.

Conservation Collier response: Will have roof blown off every 6 months.

3.3.1 Chimneys flashing (pg. 20)

Seller response: The flashing isn't "patched" or "heavily corroded", it is copper (hence the color) and is laid in pieces to shape around the peak of the roof. The top of the chimney was repointed in 2021 and the stain seen is in the grout material. The roof is under trees in a dense forest, so this is not unusual to see dark stains where leaf litter may have stood at one time.

Facilities response: No problem with flashing, discoloration is due to copper aging.

5.1.1 Double tapped breakers (pg. 22)

Seller response: This will be corrected before closing.

5.3.1 Removal of wiring (pgs. 23 & 24)

Seller response: This will be corrected before closing.

5.3.2 Loose electrical outlets (pg. 24)

Seller response: This has been fixed.

Facilities response: Outlets sticking out from wall have been corrected and mounted flush.

5.5.1 Old smoke detector (pg. 25)

Seller response: These are not active smoke detectors, just an old one that was not removed from the ceiling. There are 2 active smoke detectors, which are less than 2 years old, and are monitored via the alarm company.

Facilities response: There is an old smoke detector on a high ceiling in living area that requires tall ladder to remove.

Conservation Collier response: Will remove when practicable.

6.3.1 PEX water pipe - Oxidation on copper fittings (pg. 27)

Seller response: These fittings are not the ones mentioned in the above comments and are perfectly fine. As for the copper, it's normal to see green oxidation and there are no leaks. Nothing will be done on this recommendation.

Facilities response: Corrosion on the copper crimp connections of the PEX tubing have corrosion that is cosmetic and not leaking.

6.3.2 Sump pump (pg. 28) - The pipe for the sump pump is at an angle, recommend having a licensed plumber make sure this isn't an issue. There is also a big stump right next to it.

Seller response: The pump was just installed and there is nothing wrong with the pipe being at an angle or the palm stump next to it. This was also included as part of the septic inspection, so nothing will be done with this recommendation.

Facilities response: There is no problem with sump system due to angle of waste pipe.

7.3.1 Office Door closing and latching (pg. 29) - Door doesn't latch properly. Recommend handyman repair latch and/or strike plate.

Seller response: The door closes fine. Nothing will be done with this recommendation.

Facilities response: Door or jamb may be sanded for better fit.

Conservation Collier response: This is a non-issue. Staff will fix after closing if needed.

7.5.1 Water spots indicative of leaks (pgs. # 30-32)

Seller response: None of these water spots are active, or even recent. They are all stains from old roof leaks prior to the roof replacement. Nothing will be done with this recommendation.

Facilities response: Water marks on ceilings appear to be old from before roof covering was replaced, in addition the skylights were replaced. Recommend checking ceilings after heavy rains.

Conservation Collier response: Staff will add this to regular inspection checklist.

7.5.2 Mildewy / moldy smell within the home (pg. 32)

Seller response: There is no mold smell present in the home at all, and no visible signs of mold anywhere.

Facilities response: No mold smell in home only wood smell. (not an issue)

7.6.1 Baluster spaces too wide (pg. 32)

Seller response: An additional baluster will be placed in between every one existing, leaving no more than 2" gaps anywhere. This will be completed prior to closing.

Facilities response: Balusters will be added to strengthen handrails.

7.6.2 Gate - Removal of a door, and correcting loose handrails (pgs. 33 & 34)

Seller response: This gate will be removed and a fixed railing section will be put in its place.

Facilities response: There is a door from the deck to a deck without rails. The door will be removed and replaced with railing. The loose handrails will be secured with additional balustrades that will have two fasteners at bottom.

7.7.1 Chimney flue (pg. 34)

Seller response: This was cleaned and inspected in 2022 and has not been used since. Nothing will be done with this recommendation.

Facilities response: According to the contractor the flue has been inspected and is in good condition.

8.3.1 Sink fitting (pg. 35)

Seller response: This is a fernco installed by a licensed plumber as the repair to this drain line as it's also a vented pipe and couldn't be pushed upward for full pipe replacement. Nothing will be done with this recommendation.

Facilities response: There is a fernco clamp beneath the bathroom sink, this is not an issue- there is no pressure on this fitting.

8.6.1 Loose toilets (pg. 36)

Seller response: Neither of the two toilets in the house are loose in any way. Nothing needs to be done.

Facilities response: Toilets were not loose.

11.1.1 Empty / Dirty salt tank (pgs. 39 – 40)

Seller response: The salt tank had just been tipped over by a bear and emptied. It was reinstalled and filled.

Facilities response: Salt tank had been tipped over by bears and has since been set up and filled with salt.

11.1.1 Corrosion on above ground pump (pg. 40)

Seller response: The pump coloration is from the hard and iron filled water from the well. After being installed a couple years back it developed a leak, which was fixed. Nothing will be done with this recommendation.

Facilities response: There was corrosion on the impeller of the house pump, this is a cosmetic item and was not leaking.

ABLE HOME INSPECTIONS
239-354-3540
schedule@ableinspector.com
https://www.ableinspector.com/



RESIDENTIAL REPORT

4261 40th Ave SE
Naples, FL 34117

Cypress Cove Landkeepers, Inc.
OCTOBER 30, 2024

Inspector
Daniel Lunsford
239-272-5761
ablehomeinspector@gmail.com

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7
SAFETY HAZARD

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2.2.1 Grounds / Exterior - Exterior Walls: Vegetation Growth
2.2.2 Grounds / Exterior - Exterior Walls: Damaged Truss
2.2.3 Grounds / Exterior - Exterior Walls: Not Visible
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2.8.1 Grounds / Exterior - Deck / Lanai: Rotted Wood
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2.8.3 Grounds / Exterior - Deck / Lanai: Deck Floor
3.1.1 Roof - Coverings: Excessive Debris
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4.1.1 Heat/AC - Cooling Equipment: No HVAC Equipment
5.1.1 Electrical - Panel Description : Double Tapped Breakers
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5.3.2 Electrical - Lighting Fixtures, Switches & Receptacles: Installed Improperly
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7.5.1 Doors, Windows & Interior - Celling / Wall Conditions: Evidence of Water Intrusion
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7.6.1 Doors, Windows & Interior - Steps, Stairways & Railings: Baluster Spaces Too Wide
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8.6.1 Bathroom - Toilet : Toilet(s) Loose
11.1.1 Well Equipment - Pump : Corrosion / Leak

11.2.1 Well Equipment - Salt Tank : Empty / Dirty

1: INSPECTION DETAILS

Information

Inspection Conditions
Temperature was in the 80's, Conditions were dry with no significant rain for weeks

In Attendance
Home Owner

Structure Type
Single Family

Occupancy
Occupied - Furnished

Inspections Ordered
General Inspection, Well Test

Only the below listed inspections were performed at request of client. We offer a full range of inspections. If you require additional inspections please let us know. The general inspection includes the home only inside the foundation / roof line. It does not include other items such as, but not limited to: Well & Septic, Termite, Air Quality, Radon, Pool, Irrigation, Insurance Inspections, etc.

**IMPORTANT NOTE: This inspection report is copyrighted and is for the client's use only and is the sole property of the Inspection Company and Client. The current homeowner, listing agent, etc. do not have permission to use this report or to provide any information contained within to any other parties. Use of this report by anyone other than our client is prohibited and we accept no liability from its improper use.

Limitations

General

STORED ITEMS

There were a lot of stored items, furniture, etc., which prevented us from being able to inspect some rooms fully, as well as a large portion of the outside. Some items weren't inspected such as but not limited to; windows, floors, outlets, siding, drywall, subflooring, foundation, pilings, etc.

There was also a lot of vegetation growth around the home which limited the inspector's ability to see a portion of the exterior of the home.







General

NO ADA

The inspection performed was strictly a home inspection and abides by ASHI and Able Home Inspection's standards of practice. No portion of this home was inspected for code enforcement policies, ADA standards, etc. This inspection / report should not be used for anything other than a typical home inspection report.

General

RECENTLY PAINTED

The exterior and/or interior of the home appear to have been recently painted. This can make it difficult for the inspector to see some items such as but not limited to; cracks in the wall or foundation, evidence of active / previous water intrusion, visible signs of mold spores, peeling of stucco or rotted wood, etc.

General

OUT HOUSE

The inspector was made aware that there was another building on the property. This building was not inspected and is excluded from this inspection / report.

2: GROUNDS / EXTERIOR

		IN	NI	NP	D
2.1	Grading Observations	X			X
2.2	Exterior Walls	X			X
2.3	Trim / Eaves Observations	X			X
2.4	Windows / Doors Observations	X			
2.5	Driveway and Walkway Condition	X			
2.6	Storm Protection	X			
2.7	Sprinkler System		X		
2.8	Deck / Lanai	X			X

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

GENERAL INFORMATION
Wood Frame - Home is wood frame with wood siding

Exterior Walls: Exterior Siding Condition
Defective

Driveway and Walkway Condition: Description
Driveway is gravel

Storm Protection: Condition
Satisfactory

Grading Observations: Grading Condition:
Defective

Trim / Eaves Observations: Condition
Defective

Driveway and Walkway Condition: Condition
Satisfactory

Deck / Lanai: Deck / Lanai Condition
Defective

Exterior Walls: Wall Conditions
Defective

Windows / Doors Observations : Condition
Satisfactory

Storm Protection: Description
Storm protection is primarily Impact Rated Windows / Glass

Deficiencies

2.1.1 Grading Observations

Recommendation

GRADING ISSUE

The grading underneath the deck near the home's front porch all slopes underneath the deck, which is likely ponding water. Recommend further evaluation by a licensed contractor.

Recommendation

Contact a qualified professional.




2.2.1 Exterior Walls

Recommendation

VEGETATION GROWTH

There is vegetation growing from the outside of the stone wall. This can be an indicator of water getting behind the wall. Recommend further evaluation by a licensed contractor.

Recommendation

Contact a qualified professional.





2.2.2 Exterior Walls

Recommendation

DAMAGED TRUSS

One or more of the trusse(s) are rotted / damaged. Recommend further evaluation by a licensed contractor.

Recommendation

Contact a qualified professional.





Northwest

2.2.3 Exterior Walls

Recommendation

NOT VISIBLE

The siding on the "second-story" was not fully inspected / visible due to limited access. The roof was not walked on due to unsafe conditions, so the inspector was not able to get a good view of the siding, windows, or trim as seen in the photos below. Recommend further evaluation by a licensed contractor.

Recommendation

Contact a qualified professional.




2.3.1 Trim / Eaves Observations

Recommendation

FASCIA BOARD ROT AT VARIOUS LOCATIONS

Fascia boards are rotted at various locations. Have inspected and repaired as / where needed by a licensed contractor.

Recommendation

Contact a qualified professional.







West



2.8.1 Deck / Lanai

Recommendation

ROTTED WOOD

A lot of the wood around the deck and boardwalk is damaged, rotted, or not plumb, which can be affecting the structural integrity.

Some of the fastners for the floor joists are rusted or damaged as well and should be evaluated.

A large portion of the exterior of the home as well as the boardwalk was also not able to be inspected due to excessive vegetation growth.

All of the wood on the exterior of the home should be further evaluated by a licensed contractor.

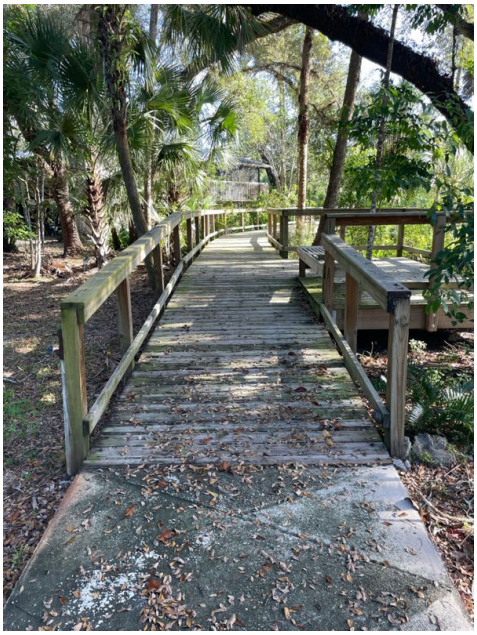
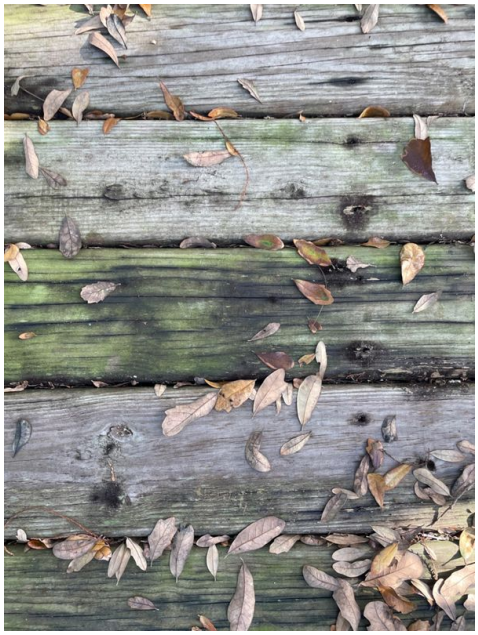
Recommendation

Contact a qualified professional.

















2.8.2 Deck / Lanai

Recommendation

CRACKED CONCRETE

A lot of the concrete surrounding the wood pilings was cracked or damaged.

The concrete sidewalk leading to the boardwalk also appears to be at an angle.

Recommend further evaluation by a licensed contractor.

Recommendation

Contact a qualified professional.










2.8.3 Deck / Lanai

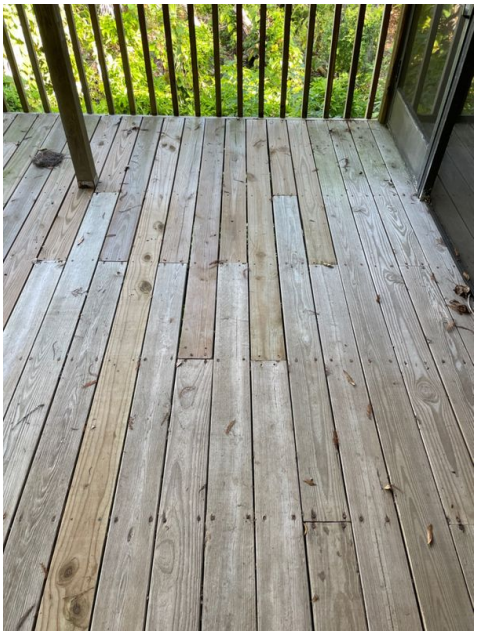
Recommendation

DECK FLOOR

There were some "larger than typically seen" gaps between the pieces of wood on the deck floor. Recommend seeking further evaluation by a licensed contractor.

Recommendation

Contact a qualified professional.





3: ROOF

		IN	NI	NP	D
3.1	Coverings	X			X
3.2	Roof Drainage Systems			X	
3.3	Flashings	X			X
3.4	Skylights, Chimneys & Other Roof Penetrations	X			
3.5	Ventilation			X	
3.6	Attic / Structure / Insulation			X	

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

Inspection Method
Drone

Flashings: Material
Aluminum, Rubber

Coverings: Material

Metal





Roof permit was pulled on 01/16/2020.





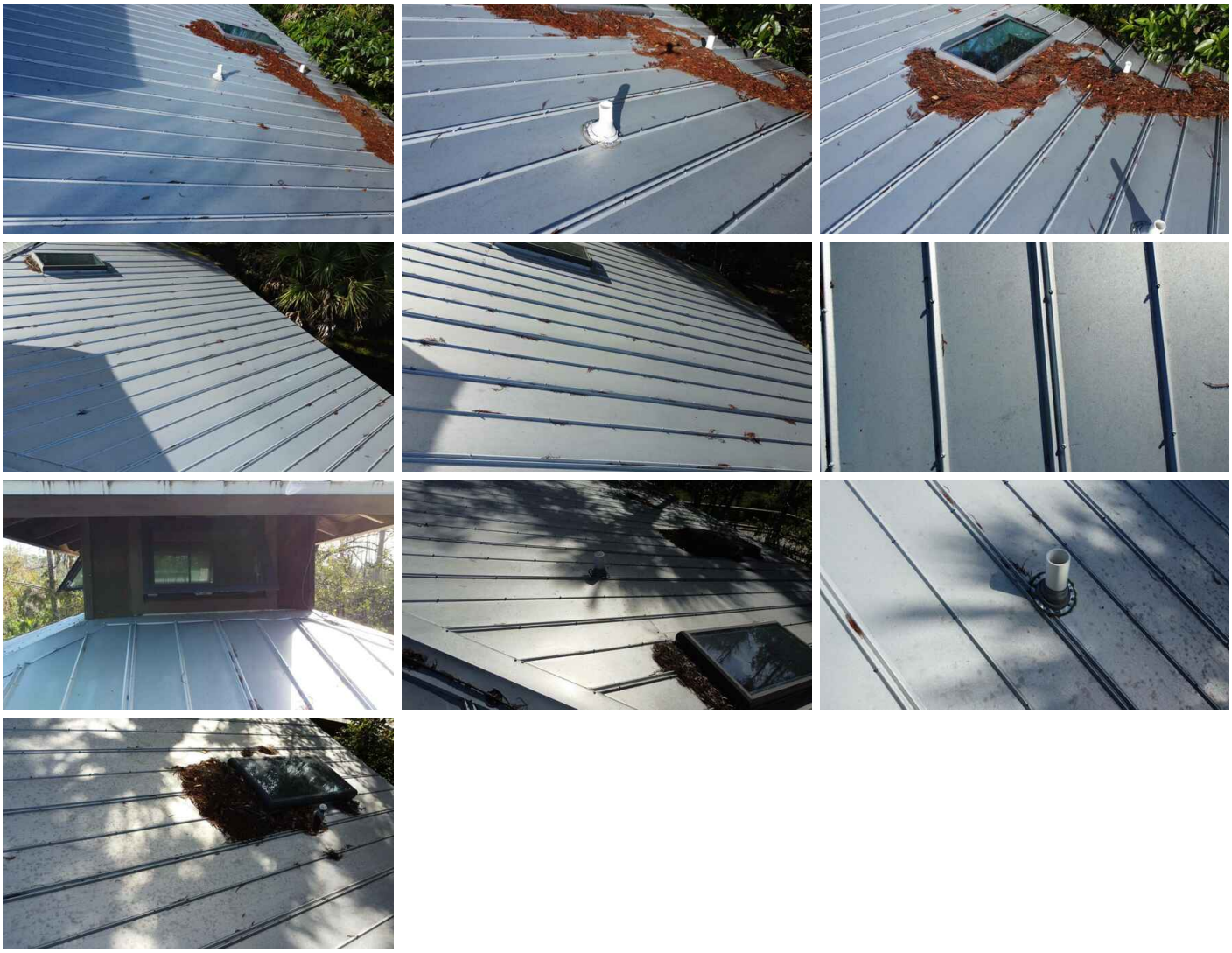












Deficiencies

3.1.1 Coverings

Recommendation

EXCESSIVE DEBRIS

There was a large amount of debris present on the roof which restricted the inspector's ability to inspect the roof as well as may be causing accelerated deterioration. Recommend having the roof professionally cleaned.



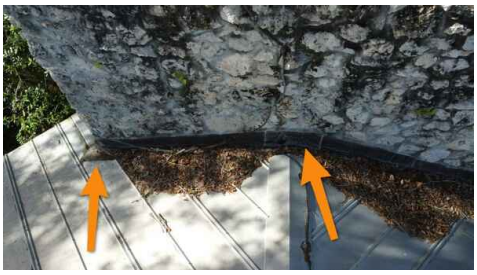



3.3.1 Flashings

Recommendation

CORRODED

The flashing around the chimney appeared to be corroded / heavily patched. There was also a heavy patch around the chimney flue which was not fully visible with a drone. Recommend a qualified roofing contractor evaluate and repair.





4: HEAT/AC

		IN	NI	NP	D
4.1	Cooling Equipment	X			X
4.2	Temperature Drop Observations			X	
4.3	Ducts / Distribution System			X	
4.4	Thermostat			X	

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

General Information
Not present

Cooling Equipment: Condition
Not present

Deficiencies

4.1.1 Cooling Equipment

Recommendation

NO HVAC EQUIPMENT

There was no central HVAC system installed within the home. I recommend checking with local and national codes and requirements.

5: ELECTRICAL

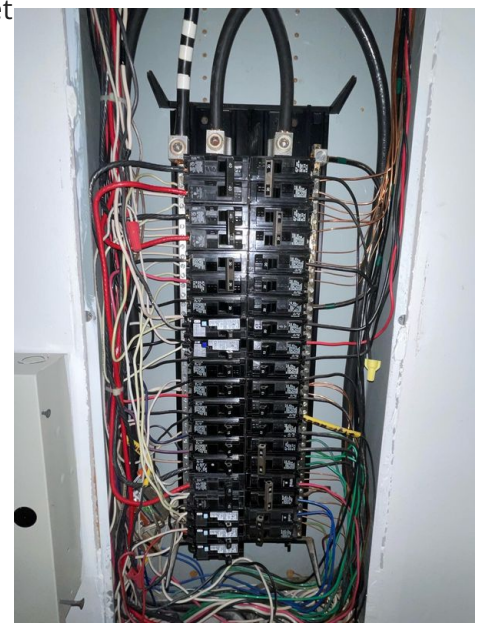
		IN	NI	NP	D
5.1	Panel Description	X			X
5.2	Wiring Type	X			
5.3	Lighting Fixtures, Switches & Receptacles	X			X
5.4	GFCI Observations	X			
5.5	Smoke Detectors	X			X

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

Panel Description : Main Panel Location
Panel is located at interior closet

Panel Description : Panel Type
Circuit Breaker



Panel Description : Panel Size
200 amp / 240 volt

Panel Description : Sub Panel Location
N/A

Wiring Type : Wiring Type
Wiring is Romex style

GFCI Observations : Condition
Satisfactory

Deficiencies

5.1.1 Panel Description

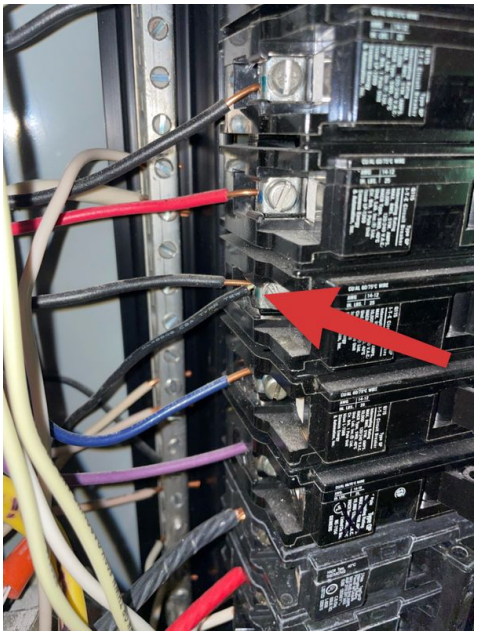
Safety Hazard

DOUBLE TAPPED BREAKERS

Double tapped breaker(s) inside panel box (more than one electrical conductor attached). This is not allowed, and may cause overheating or even an electrical fire. Recommend evaluation and repair as needed by a licensed, reputable electrician.

Recommendation

Contact a qualified professional.



5.3.1 Lighting Fixtures, Switches & Receptacles

Safety Hazard

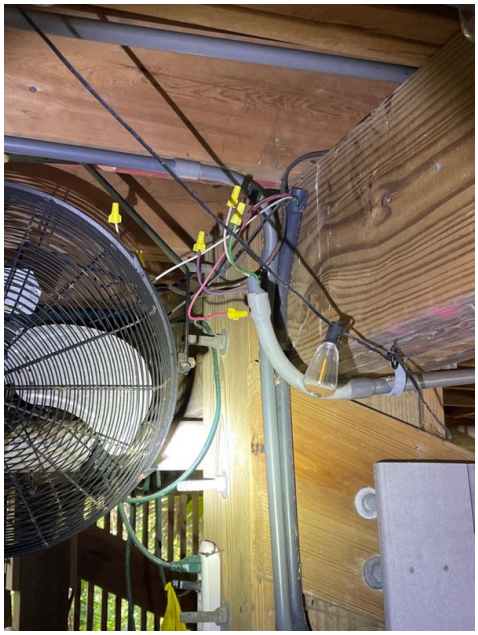
EXPOSED WIRES

There are multiple exposed wires, exposed wire connections, improper connections, etc. around the exterior of the home. Recommend further evaluation by a licensed electrician.







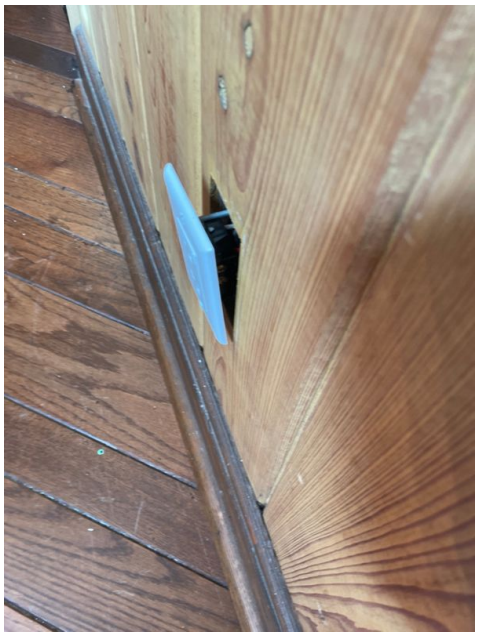



5.3.2 Lighting Fixtures, Switches & Receptacles

Recommendation

INSTALLED IMPROPERLY

One or more receptacles are fastened improperly. Recommend licensed electrician repair or replace.

5.5.1 Smoke Detectors

Safety Hazard

10+ YEARS OLD

10 years is the maximum recommended life of a smoke detector per several agencies. Recommend replacing all smoke detectors older than this and bringing their location up to modern standards. This is not a defect, it is a recommended safety upgrade. We STRONGLY recommend the use of photo electric smoke detectors, not the ionization chamber units. Studies have shown the ionization chamber units will NOT reliably sound under many conditions.

NOTE: we do NOT test smoke detectors older than 10 years since they have exceeded their designed and approved life span.



Recommendation

Contact a qualified professional.

6: PLUMBING

		IN	NI	NP	D
6.1	Main Water Shut-off Device	X			
6.2	Hose Bib Condition	X			
6.3	Hot Water Systems, Controls, Flues & Vents	X			X
6.4	Laundry Observations	X			

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

Visible Water Supply Pipes
Copper, PEX

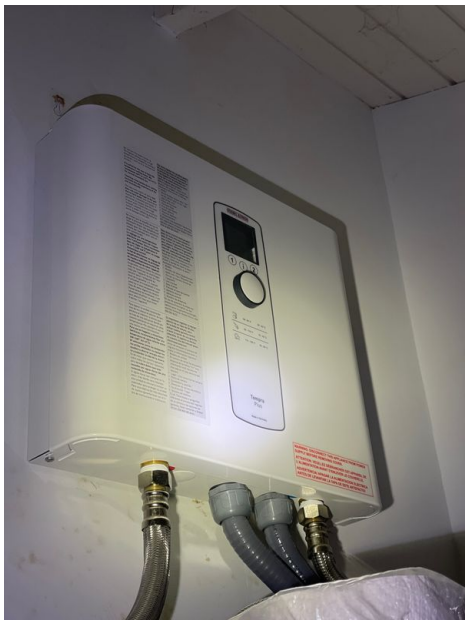
Visible Drain / Vent Pipes
PVC

Main Water Shut-off Device: Location
Exterior

Hose Bib Condition: Hose Bib
Satisfactory

Hot Water Systems, Controls, Flues & Vents: Condition
Satisfactory

Hot Water Systems, Controls, Flues & Vents: Capacity
0 gallons



Hot Water Systems, Controls, Flues & Vents: Location
Interior closet

Hot Water Systems, Controls, Flues & Vents: TPRV
Satisfactory

Laundry Observations : Laundry Description
Washwer and dryer were both operated and worked normally at time of inspection

Laundry Observations : Condition
Satisfactory

Deficiencies

6.3.1 Hot Water Systems, Controls, Flues & Vents

Recommendation

PEX WATER PIPE

There was Pex piping found within the home. PEX: There are some cases of PEX systems experiencing failure due to low quality, Chinese imported brass fittings. Have the licensed plumber examine these fittings to determine if they are one of the problematic fittings.

These low quality fittings have a flaw in the alloy causing the zinc to dissolve, allowing pinholes to develop. This process is called dezincification.

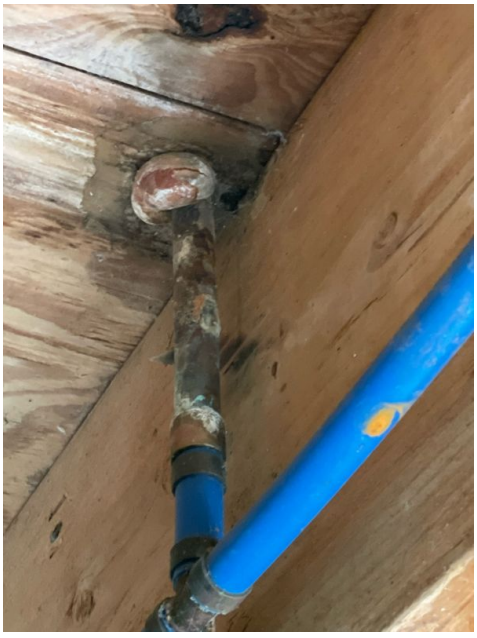
Please research the term dezincification for further information.

There is also corrosion on the copper pipes in multiple areas. Recommend further evaluation by a licensed plumber.

Recommendation

Contact a qualified professional.




6.3.2 Hot Water Systems, Controls, Flues & Vents

Recommendation

SUMP PUMP

The pipe for the sump pump is at an angle, recommend having a licensed plumber make sure this isn't an issue. There is also a big stump right next to it.

Recommendation

Contact a qualified professional.





7: DOORS, WINDOWS & INTERIOR

		IN	NI	NP	D
7.1	Doorbell	X			
7.2	Windows	X			
7.3	Doors	X			X
7.4	Floors	X			X
7.5	Celling / Wall Conditions	X			X
7.6	Steps, Stairways & Railings	X			X
7.7	Damper Doors	X			X

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

Conditions
Walls are a combination of panels, drywall, and tongue and groove, Ceiling is painted tongue and groove

Doorbell : Condition
Satisfactory

Windows: Condition
Satisfactory

Doors: Condition
Defective

Floors: Floor Coverings
Concrete, Hardwood, Tile

Celling / Wall Conditions: Wall Material
Defective

Steps, Stairways & Railings: Condition
Defective

Condition
Satisfactory

Type
Masonry Fireplace

Deficiencies

7.3.1 Doors

Recommendation

DOOR DOESN'T LATCH

Door doesn't latch properly. Recommend handyman repair latch and/or strike plate.



7.5.1 Celling / Wall Conditions

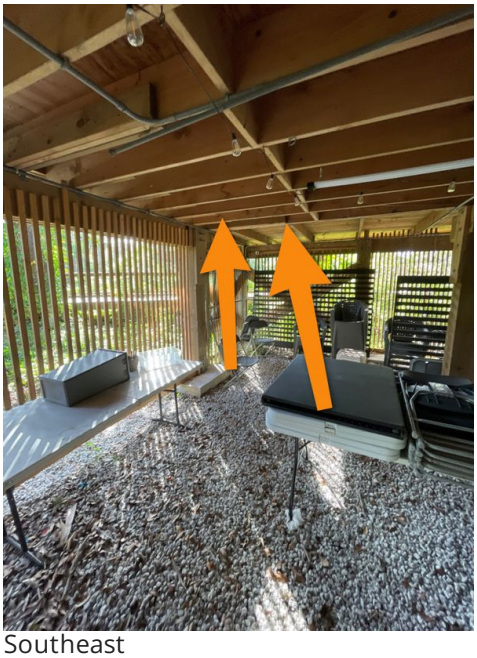
Recommendation

EVIDENCE OF WATER INTRUSION

There is evidence of previous / active water damage in multiple areas. Recommend further investigation by a licensed contractor.

Recommendation

Contact a qualified professional.



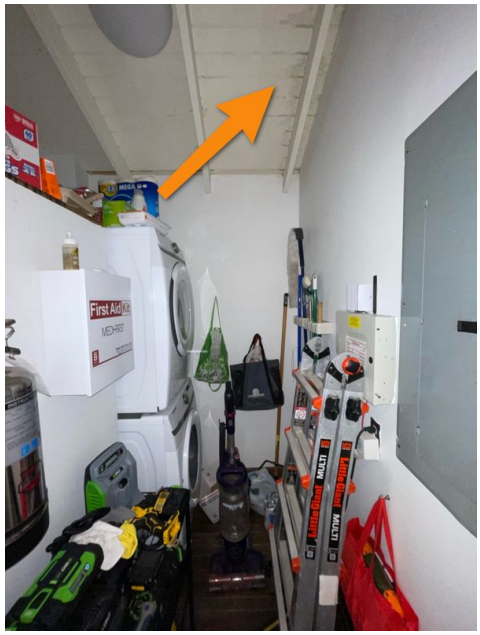


Southeast



















7.5.2 Celling / Wall Conditions

Recommendation

ABNORMAL SMELL

There is a smell of mildew / mold within the home. Recommend having mold test performed.

Recommendation

Contact a qualified professional.

7.6.1 Steps, Stairways & Railings

Safety Hazard

BALUSTER SPACES TOO WIDE

Some of the baluster spaces are on the border if they are up to modern safety standards. The space between balusters should not allow passage of a 4 3/8-inch sphere for child safety. Recommend a qualified installer evaluate all of the spaces.



7.6.2 Steps, Stairways & Railings

Safety Hazard

GATE

The gate latch is broken and is a different height. Recommend further evaluation by a licensed contractor.



7.6.3 Steps, Stairways & Railings

Safety Hazard

NO HANDRAIL

South balcony had no handrails. This is a safety hazard. Recommend a qualified handyman install a handrail.



South

7.6.4 Steps, Stairways & Railings

Safety Hazard

LOOSE HANDRAIL

Handrails are loose. This is a safety hazard, recommend hiring a qualified contractor.

Recommendation

Contact a qualified professional.


North


East


West

7.7.1 Damper Doors

Recommendation

CHIMNEY FLUE

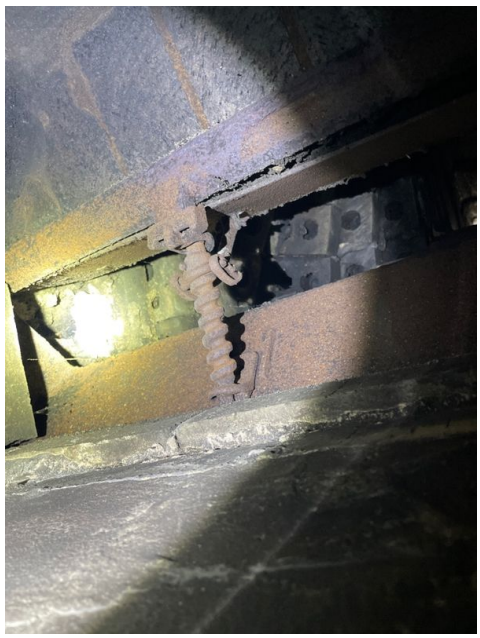
The inspector was unable to get a clear view of the flue due to limited access. Recommend having a chimney sweep performed by a licensed contractor.

Recommendation

Contact a qualified professional.







8: BATHROOM

		IN	NI	NP	D
8.1	Bathroom	X			
8.2	Countertops & Cabinets	X			
8.3	Plumbing	X			X
8.4	Faucets & Fixtures	X			
8.5	Tubs / Showers Condition	X			
8.6	Toilet	X			X
8.7	Sinks	X			
8.8	Ventilation			X	

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

Bathroom : Locations
Main bathroom, Main #2

Countertops & Cabinets: Cabinetry
Satisfactory

Plumbing : Condition
Defective

Faucets & Fixtures : Condition
Satisfactory

Tubs / Showers Condition: Condition
Satisfactory

Toilet : Conditions
Defective

Sinks : Condition
Satisfactory

Deficiencies

8.3.1 Plumbing

Recommendation

SINK FITTING

There is a rubber sleeve installed on the sink drain.

Recommendation

Contact a qualified professional.



8.6.1 Toilet

Recommendation

TOILET(S) LOOSE

Toilet(s) loose where it mounts to the floor.

Toilets that are loose at the floor are prone to leakage of both sewer gases and waste water. Have repaired by a licensed plumber only.

Recommendation

Contact a qualified professional.



South

9: KITCHEN

		IN	NI	NP	D
9.1	Countertops & Cabinets	X			
9.2	Kitchen Sink	X			
9.3	Kitchen Plumbing	X			
9.4	Kitchen Electrical	X			
9.5	Kitchen Dishwasher	X			
9.6	Disposal			X	
9.7	Cooktop / Oven	X			
9.8	Microwave			X	
9.9	Vent	X			

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

Kitchen Sink : Kitchen Sink
Satisfactory

Kitchen Plumbing : Kitchen Plumbing Condition
Satisfactory

Kitchen Dishwasher : Condition
Satisfactory

Cooktop / Oven : Condition
Satisfactory

Vent : Condition
Satisfactory



10: FOUNDATION

		IN	NI	NP	D

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

Type
Stilt Home

Condition
Defective

11: WELL EQUIPMENT

		IN	NI	NP	D
11.1	Pump	X			X
11.2	Salt Tank	X			X
11.3	Filter	X			

IN = Inspected NI = Not Inspected NP = Not Present D = Deficiencies

Information

Pump : Type
Pump is a submersible style pump. The actual pump was not able to be inspected

Salt Tank : Condition
Defective

Filter : Condition
Satisfactory





Deficiencies

11.1.1 Pump

Recommendation

CORROSION / LEAK

The above-ground pump is corroded / appears to be leaking. Recommend further evaluation by a licensed plumber.

Recommendation

Contact a qualified professional.



11.2.1 Salt Tank

Recommendation

EMPTY / DIRTY

The salt tank had no salt and likely needs to be cleaned by a licensed contractor.

Recommendation

Contact a qualified professional.



STANDARDS OF PRACTICE

Inspection Details
Definitions of Terms
The purpose of an inspection is to find major and significant items within the property. Although we may include some minor items in the report, they are not the focus of our inspection. All existing structures will have some minor cosmetic imperfections or normal wear and tear and this is to be expected. The home inspection is performed to the ASHI Standards of Practice, a copy of which can be viewed at ashi.org

Over our many years of inspecting homes and commercial properties we have learned that an inspectors time, energy and focus is best spent focusing on major and significant items. Very minor or cosmetic defects are typically not reported on unless specifically requested. By focusing on the major and significant items, we have been able to maintain one of the highest customer satisfaction ratings in the country.

Important Note:
It is VITALLY important that all items that are noted as needing repairs or maintenance be repaired or evaluated by a licensed contractor prior to close of escrow, and during the inspection contract period. This is very important as occasionally additional defects will be found during the repair. Examples would be roof leaks that caused hidden rot, HVAC systems that did not operate properly due to hidden, major issues, etc. We are NOT responsible for additional damage discovered during the repair process.

Inspected Items
Items that are READILY ACESSIBLE at the time of the inspection, installed systems and components as listed in the ASHI Standards of Practice. Appliances that are permanently installed at the time of the inspection are also inspected.

Inspection Terms

Satisfactory: This rating means that the item is functioning properly at the time of the inspection and is expected to have a normal service life. The item may have minor imperfections or normal wear and tear if it is not new. Although the item is expected to have a normal service life, absolutely no one can accurately predict exactly when a mechanical item will malfunction and need repaired or replaced.

Defective: This means the item is either worn out, broken or is inoperative. The item will need immediate repair or replacement.

Serviceable Except as Noted: The item in question is operational, but in need of repair. An example may be a roof that is in good overall condition, but needs a minor repair.

Safety Hazard: Although many defects may have some safety implications, this rating is reserved for the most serious safety issues.

N/A: Not Applicable

Maintenance Item: The item is in generally good condition, but needs maintenance. This is generally provided as a courtesy. An example may be clogged gutters that need cleaning.

Minor Concern: These are items that are very minor or cosmetic in nature and are not typically asked to be repaired.

Marginal: The item is functional, but in poor overall condition and will likely need replaced in the near future. An example would be a roof that doesn't currently leak, but has little remaining life.

Not Inspected: The item was not inspected.

Not Accessible: The item was not accessible for inspection. An example may be an attic with no access or windows that were blocked by stored items

Grounds / Exterior
The home inspector shall observe: Wall cladding, flashings, and trim; Entryway doors and a representative number of windows; Garage door operators; Decks, balconies, stoops, steps, areaways, porches and applicable railings; Eaves, soffits, and fascias; and Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the
condition of the building.

The home inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed controls for any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting reasonable resistance during closing; and Probe exterior wood components where deterioration is suspected.

The home inspector is not required to observe: Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories; Fences; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters; Geological conditions; Soil conditions; Recreational facilities (including spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); Detached buildings or structures; or Presence or condition of buried fuel storage tanks. The home inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

Roof
Inspection Standards:

The home inspector shall observe: Roof covering; Roof drainage systems; Flashings; Skylights, chimneys, and roof penetrations; and Signs of' leaks or abnormal condensation on building components.

The home inspector shall: Describe the type of roof covering materials; and Report the methods used to observe the roofing. The home inspector is not required to: Walk on the roofing; or Observe attached accessories including but not limited to solar systems, antennae, and lightning arrestors.

Heat/AC
The home inspector shall observe permanently installed heating and cooling systems including: Heating equipment; Cooling Equipment that is central to home; Normal operating controls; Automatic safety controls; Chimneys, flues, and vents, where readily visible; Solid fuel heating devices; Heat distribution systems including fans, pumps, ducts and piping, with supports,
insulation, air filters, registers, radiators, fan coil units, convectors; and the presence of an installed heat source in each room.

The home inspector shall describe: Energy source; and Heating equipment and distribution type. The home inspector shall operate the systems using normal operating controls. The home
inspector shall open readily openable access panels provided by the manufacturer or installer for routine homeowner maintenance.

The home inspector is not required to: Operate heating systems when weather conditions or other circumstances may cause equipment damage; Operate automatic safety controls; Ignite or
extinguish solid fuel fires; or Observe: The interior of flues; Fireplace insert flue connections; Humidifiers; Electronic air filters; or The uniformity or adequacy of heat supply to the various rooms.

Electrical
The home inspector shall observe: Service entrance conductors; Service equipment, grounding equipment, main over current device, and main and distribution panels; Amperage and voltage ratings of the service; Branch circuit conductors, their over current devices, and the compatibility of their ampacities and voltages; The operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls; The polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures; The operation of ground fault circuit interrupters; and Smoke detectors.

The home inspector shall describe: Service amperage and voltage; Service entry conductor materials; Service type as being overhead or underground; and Location of main and distribution panels.

The home inspector is not required to: Insert any tool, probe, or testing device inside the panels; Test or operate any over current device except ground fault circuit interrupters; Dismantle any electrical device or control other than to remove the covers of the main and auxiliary distribution panels; or Observe: Low voltage systems; Security system devices, heat detectors, or carbon monoxide detectors; Telephone, security, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system; or Built-in vacuum equipment.

The following items are not included in a standard building inspection: Low voltage wiring such as, but not limited to alarms, audio / video, etc. Landscape lighting / wiring, any devices on photocells or timers.

Plumbing
The home inspector shall observe: Interior water supply and distribution system, including: piping materials, supports, and insulation; fixtures and faucets; functional flow; leaks; and cross
connections; Interior drain, waste, and vent system, including: traps; drain, waste, and vent piping; piping supports and pipe insulation; leaks; and functional drainage; Hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues, and vents; Fuel storage and distribution systems including: interior fuel storage equipment, supply piping, venting, and supports; leaks; and Sump pumps.

The home inspector shall describe: Water supply and distribution piping materials; Drain, waste, and vent piping materials; Water heating equipment; and Location of main water supply shutoff device. The home inspector shall operate

all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance.

The home inspector is not required to: State the effectiveness of anti-siphon devices; Determine whether water supply and waste disposal systems are public or private; Operate automatic safety controls; Operate any valve except water closet flush valves, fixture faucets, and hose faucets; Observe: Water conditioning systems; Fire and lawn sprinkler systems; On-site water supply quantity and quality; On-site waste disposal systems; Foundation irrigation systems; Spas, except as to functional flow and functional drainage; Swimming pools; Solar water heating equipment; or Observe the system for proper sizing, design, or use of proper materials.

Doors, Windows & Interior
The home inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows.

The home inspector shall: Operate a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

The home inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

Bathroom
The home inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows.

The home inspector shall: Operate a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

The home inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

Kitchen
The home inspector shall observe and operate the basic functions of the following kitchen appliances: Permanently installed dishwasher, through its normal cycle; Range, cook top, and
permanently installed oven; Trash compactor; Garbage disposal; Ventilation equipment or range hood; and Permanently installed microwave oven.

The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The home inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable.

Foundation
The Home Inspector shall observe structural components including foundations, floors, walls, columns or piers, ceilings and roof.

The home inspector shall describe the type of Foundation, floor structure, wall structure, columns or piers, ceiling structure, roof structure.

The home inspector shall: Probe structural components where deterioration is suspected; Enter under floor crawl spaces, basements, and attic spaces except when access is obstructed, when entry could damage the property, or when dangerous or adverse situations are suspected; Report the methods used to observe under floor crawl spaces and attics; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

The home inspector is not required to: Enter any area or perform any procedure that may damage the property or its components or be dangerous to or adversely effect the health of the home inspector or other persons.

Collier County
Public Utilities Department
Facilities Management Division

PROJECT INFORMATION

Project Name: Gore Nature Center

Address/Location: 4261 40th Ave. SE

Date of Inspection: 12-11-2024

Time of Day: 9:00 am

Weather Conditions: Partly Cloudy and 78°F

INSPECTION INFORMATION

Type of Inspection: Property Inspection Review

The following items were reviewed:

Inspector comments in red.

1. **The vegetation growth out of the limestone chimney. There is a small fern near the top of the chimney that needs removal.**
2. **Mold growth on the end of a board on the porch. This type of algae is typical on exterior wood members and is cosmetic.**
3. **Rusty bracket (near board with mold growth on the porch). Corrosion on brackets (joist hangers) is cosmetic/typical.**
4. **Covering the cracked concrete around pilings of boardwalk with fill. Fill dirt will be pulled away from wood piles and placed beneath the deck.**
5. **Office doors closing/latching. Door or jamb may be sanded for better fit.**
6. **Mildewy/moldy smell. No mold smell in home only wood smell. (not an issue)**

Inspection Completed By:
James Hall, Senior Field Inspector

Collier County
Public Utilities Department
Facilities Management Division

7. **Removal of a door and correcting loose handrails. There is a door from the deck to a deck without rails. The door will be removed and replaced with railing. The loose handrails will be secured with additional balustrades that will have two fasteners at bottom.**

Additional comments about inspector's concrerns:

1. **Backfilling ; contractor will backfill under the deck and keep dirt away from wood piles.**
2. **Rotted truss (beneath eave at corner of deck); contractor will cut out and repair rotted truss tails with new wood.**
3. **Fascia Board Rot; fascia had algae growth that was cleaned off.**
4. **Uneven handicapped ramp; part of the concrete ramp has side slope of 3%, maximum for ADA is 2%. In addition handrails should be installed on the sides of the concrete ramp as the slope is greater than 5%.**
5. **Gap in decking boards. Remove boards and reinstall to correct the gaps.**
6. **Removal of debris on the roof. Roof needs to be blown off. Limbs overhanging roof should be trimmed away from the building.**
7. **Chimneys flashing. No problem with flashing, discoloration is due to copper aging.**
8. **Double tapped breakers. Breaker needs to be added to panel.**
9. **Removal of abandoned wiring. Abandoned wires and conduits to be removed.**
10. **Correction of outlets. Outlets sticking out from wall have been corrected and mounted flush.**
11. **Explanation of old smoke detector. There is an old smoke detector on a high ceiling in living area that requires tall ladder to remove.**
12. **Oxidation on copper fittings. Corrosion on the copper crimp connections of the PEX tubing have corrosion that is cosmetic and not leaking.**
13. **Sump pump pipe angle. There is no problem with sump system due to angle of waste pipe.**

Inspection Completed By:
James Hall, Senior Field Inspector

Collier County
Public Utilities Department
Facilities Management Division

14. **Water spots on ceilings.** **Water marks on ceilings appear to be old from before roof covering was replaced, in addition the skylights were replaced. Recommend checking ceilings after heavy rains.**
15. **Addition of balusters.** **Balusters will be added to strengthen handrails.**
16. **Chimney Flue.** **According to the contractor the flue has been inspected and is in good condition.**
17. **Sink drain (Fernco).** **There is a fernco clamp beneath the bathroom sink, this is not an issue- there is no pressure on this fitting.**
18. **Loose toilets.** **Toilets were not loose.**
19. **Corrosion on above ground pump.** **There was corrosion on the impeller of the house pump, this is a cosmetic item and was not leaking.**
20. **Empty/dirty salt tank.** **Salt tank had been tipped over by bears and has since been set up and filled with salt.**



Inspection Completed By:
James Hall, Senior Field Inspector

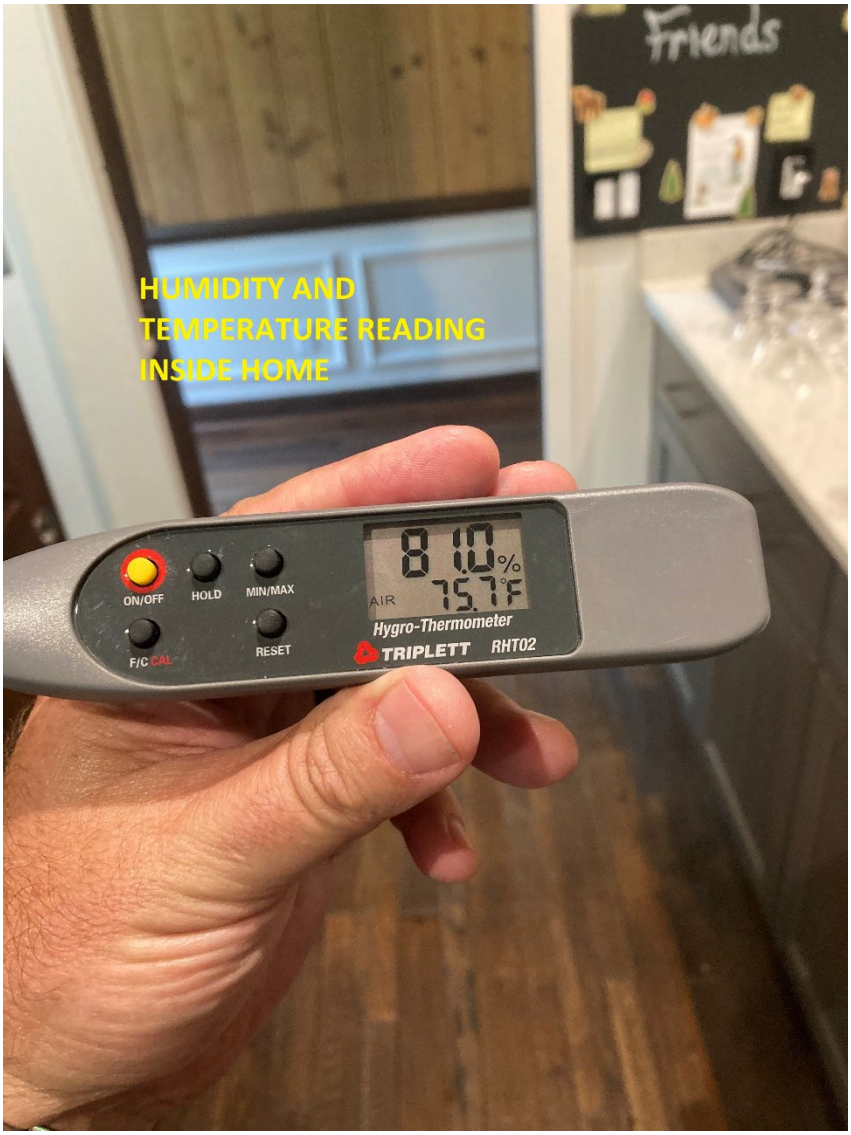
Collier County
Public Utilities Department
Facilities Management Division



Small fern growing on chimney.

Inspection Completed By:
James Hall, Senior Field Inspector

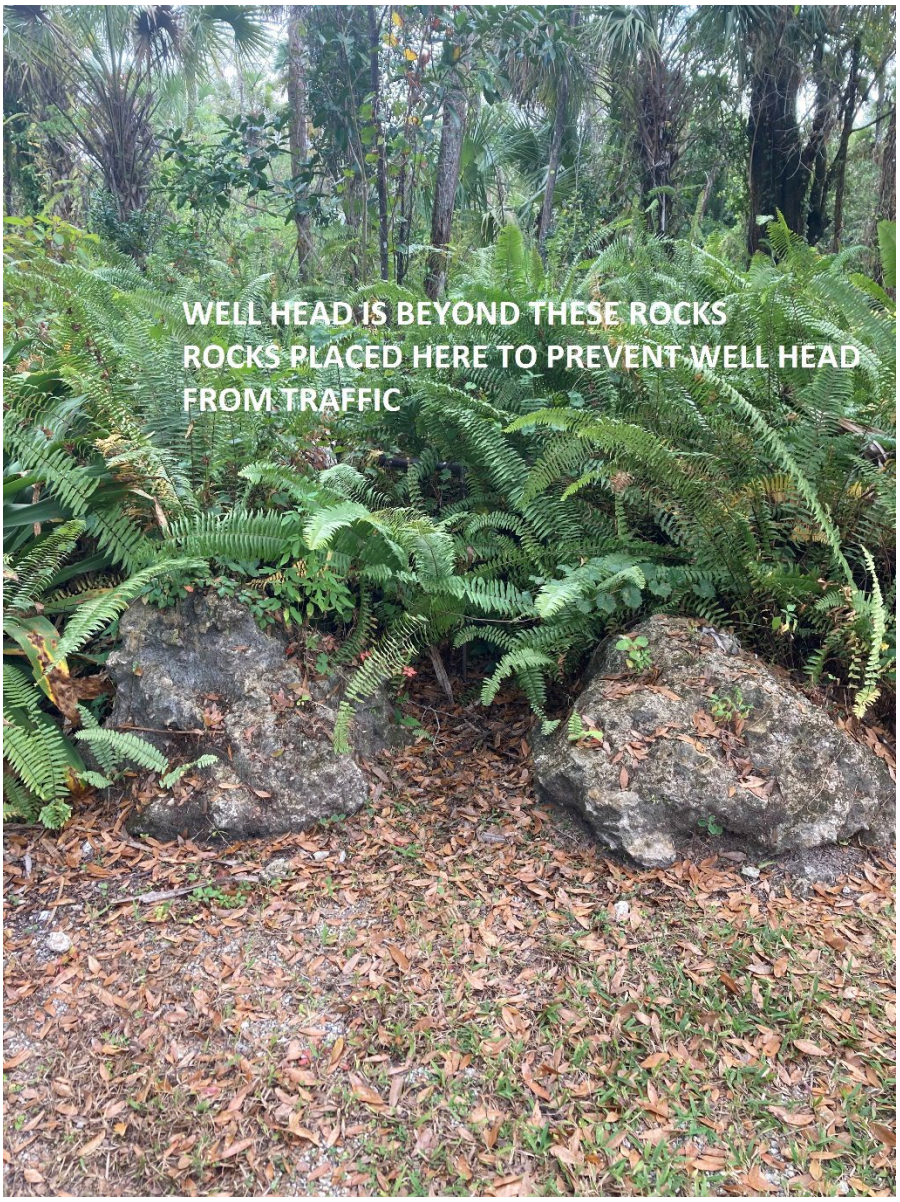
Collier County
Public Utilities Department
Facilities Management Division



There is no air conditioning in this building (by design). It should be noted that addition of air conditioning and dry conditions could cause movement is wood members (shrinkage from drying).

Inspection Completed By:
James Hall, Senior Field Inspector

Collier County
Public Utilities Department
Facilities Management Division



Rocks placed by well head due to it being hit by car and repaired previously.

Inspection Completed By:
James Hall, Senior Field Inspector

Collier County
Public Utilities Department
Facilities Management Division



Joist sticking out can be cut, not structural.

Inspection Completed By:
James Hall, Senior Field Inspector

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Tear in screen door panel.

Inspection Completed By:
James Hall, Senior Field Inspector

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Uneven stones at entry, there was discussion of coating with clear epoxy to make level and for aesthetic look.

Inspection Completed By:
James Hall, Senior Field Inspector

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Public Utilities Department
Facilities Management Division



Tree limbs should not touch building and large limbs should be trimmed.

Inspection Completed By:
James Hall, Senior Field Inspector

Collier County
Public Utilities Department
Facilities Management Division





Joist hangers (like one in lower picture) should be added to toe-nailed joists.

Inspection Completed By:
James Hall, Senior Field Inspector

Collier County
Public Utilities Department
Facilities Management Division



If this is to be ADA compliant, handrails should be added next to concrete pad. There is also a dip to the left in concrete pad that is greater than 2%, this also would need correction.

Inspection Completed By:
James Hall, Senior Field Inspector

SOUTHERN SANITATION, INC.

SEPTIC INSPECTION

INSPECTION ADDRESS: 4261 40th Ave SE

CHECK LIST

GALLON SIZE TANK: 900 GALLONS

SEPTIC TANK CONSTRUCTED OF: CONCRETE

SEPTIC TANK IS BAFFLED OR NOT BAFFLED: YES BAFFLED

SEPTIC TANK HAS AN OUTLET FILTER OR DOES NOT: YES OUTLET FILTER

WAS TANK PUMPED AT TIME OF INSPECTION: YES

TYPE OF DRAINFIELD SYSTEM: CHAMBERS

DRAINFIELD SIZE IS AS FOLLOWS: 15 x 30

WELL LOCATION: 120' AWAY FROM DRAINFIELD

IS DRAIFIELD IS GOOD CONDITION AT THE TIME OF INSPECTION: AT THE TIME OF INSPECTION, SOUTHERN SANITATION HAS FOUND SYSTEM IN GOOD WORKING CONDITIONS, INSPECTION HAS PASSED. THIS INSPECTION IS A REFLECTION ON NOW CONDITIONS. PLEASE BE ADVISED IF CONDITIONS CHANGE AFTER THIS INSPECTION, SOUTHERN SANITATION IS NOT RESPONSIBLE.

INSPECTED BY: MATTHEW BEEBE

LIC# SR0971283

INSPECTION DATE: 10/30/2024

SOUTHERN SANITATION INC 310 5TH STREET NW NAPLES FL 34120
EMAIL ADDRESS: SOUTHERNSANITATION@GMAIL.COM
OFFICE: 239-352-2600

Executive Summary

Recommendation to approve an Agreement for Sale and Purchase under the Conservation Collier Land Acquisition Program with 1) Erik C. Fernandez & Terratrust LLC ("Fernandez") for a 1.59-acre parcel at a cost of $44,520; 2) JOL Property Ventures LLC for a 1.14-acre parcel at a cost of $36,480; and 3) Abel Martinez Chavez for a 1.14-acre parcel at a cost of $36,480, for a total cost not to exceed $122,210 inclusive of closing costs.

OBJECTIVE: To purchase three parcels totaling 3.87 acres within the Conservation Collier Winchester Head Preserve and Panther Walk Preserve multi-parcel project areas.

CONSIDERATIONS: On October 10, 2023, Agenda Item No. 11B, the Board of County Commissioners (Board) approved a Conservation Collier Land Acquisition Advisory Committee (CCLAAC) recommending Cycle 12A Active Acquisition List (AAL) and directed staff to actively pursue the acquisition of the properties under the Program. The Fernandez parcel, within the Winchester Head Preserve multi-parcel project, was approved as an A-list property on the Cycle 12A AAL.

On June 25, 2024, Agenda Item No. 16.A.13., the Board of County Commissioners (Board) approved a Conservation Collier Land Acquisition Advisory Committee (CCLAAC) recommending Cycle 12B Active Acquisition List (AAL) and directed staff to actively pursue the acquisition of the properties under the Program. The JOL Property Ventures parcel and the Martinez Chavez parcel within the Panther Walk Preserve multi-parcel project were approved as A-list properties on the Cycle 12B AAL.

Winchester Head Preserve: The Winchester Head Multi-Parcel project, located north of Oil Well Road and east of Everglades Boulevard, was established in 2005. A total of 109.9 acres (69%) of the 158.4-acre Project has been acquired within the project boundary. Acquisition within Winchester Head provides floodplain storage for surrounding home sites during the high rainy season. These types of depressional storage areas were included in the water management models for the Golden Gate canal system done by the Big Cypress Basin, South Florida Water Management District, and are a component of flood control for the area. Winchester Head has also been targeted for future watershed improvement projects in the County's Watershed Management Plan. Additional program criteria that would be satisfied by this acquisition include protection of surface and groundwater resources, protection of wetland-dependent species habitat, and good potential for restoration.

The Project consists primarily of freshwater marsh and cypress, a habitat for many endangered wading birds, including the wood stork. Telemetry points show Florida Panthers using the area, and panthers have been observed on wildlife cameras on the existing preserve.

Staff contracted with one independent, state-certified, general real estate appraisal firm to appraise all parcels within the Project. The May 2024 appraisal provided a value for wetland parcels within the Project at $28,000 an acre. The cost to obtain the appraisal was $1,800.

Fernandez - Parcel 39955360002 is on the south side of 37th Ave NE, east of Everglades Blvd. N.

1. 1.59 acres of vacant, unimproved land consisting of freshwater marsh and scattered cypress with 100% hydric mapped soils.
2. An offer of $42,290 was made on May 29, 2024, and rejected. On August 12, 2024, the negotiated offer of $44,520 was accepted. The purchase price is 100% of the appraised value.

***Panther Walk Preserve*:** Although Conservation Collier acquired the original 4.6 acres of Panther Walk Preserve in 2007 and 2008 and began purchasing several more parcels near the preserve in 2022, the Panther Walk Preserve Multi-Parcel project was not established until February 28, 2023, with Board approval of the Conservation Collier Cycle 11B AAL, Agenda Item No. 11C. To date, the Program has acquired 15% of the 426.1-acre project area, for a total of 66.0 acres.

The Panther Walk Preserve Multi-parcel Project is located within the northern reaches of the Horsepen Strand. Strands

are a type of forested swamp that forms slow-flowing, linear drainage channels across flatlands with high water tables. The Horsepen Strand begins at Immokalee Rd in the Northern Golden Gate Estates and flows south into the North Belle Meade area north of I-75. These parcels significantly protect water resources and provide the Surficial Aquifer's recharge capacity and were noted as such by Collier County Stormwater Management staff during the establishment of this multi-parcel Project. Properties in this area are subject to frequent flooding. These parcels provide critical flood water attenuation as more land is cleared and filled for development. Wetland vegetation on these parcels slows down the flow of water and filters out nutrients and sediments before they reach the canals to the gulf.

The project area contains protected species of plants, including hand fern and four listed bromeliads in the *Tillandsia* genus. The parcels provide high-quality habitat for wetland-dependent species, including the Florida black bear, listed wading birds, and the Florida panther. The low-density nature of development in this neighborhood allows wildlife to move relatively unimpeded across the landscape and north into the Corkscrew Regional Ecosystem Watershed. A protected corridor is necessary to preserve wildlife's freedom of movement through this rapidly developing landscape. Parcels within the project area protect the highly diverse Horsepen Strand, expand the Panther Walk Preserve, and provide the backbone for a potential north-south corridor and necessary refugia for urban wildlife.

Staff contracted with two independent, state-certified, general real estate appraisal firms to appraise all parcels within the Panther Walk Preserve Multi-parcel Project. The appraisals provided an average value of $32,000 an acre for parcels between 1.14 and 2.73 acres, based on comparable sales from wetland, not upland parcels. The total cost to obtain the appraisals was $4,500.

JOL Property Ventures - Parcel 38844880005, north off of 60th Ave NE, west of Everglades Blvd. N.

1. 1.14 acres of vacant, unimproved land consisting of cypress with 100% hydric mapped soils.
2. The negotiated purchase price of $36,480, the full appraised value, was agreed upon on October 24, 2024.

Martinez Chavez - Parcel 39149760007, north off of 68th Ave NE, west of Everglades Blvd. N.

1. 1.14 acres of vacant, unimproved land consisting of hydric pine flatwoods and marsh with 18% hydric mapped soils
2. The negotiated purchase price of $36,480 was agreed upon on October 21, 2024. The purchase price is the full appraised value.

Both the JOL Property Ventures and the Martinez Chavez parcels are located within the Panther Walk Preserve project area north off of 60th Ave and will be acquired as fee simple purchases at full appraised value; therefore, they meet the qualifications for Florida Wildlife Corridor Foundation (FWFC) funding assistance under the Memorandum of Understanding (MOU) between Collier County and FWCF (April 23, 2024, Agenda Item 16A1). FWFC will contribute one-half of the contract price of each parcel ($18,240) towards each acquisition for a total of $36,480.

These acquisitions are consistent with the Conservation Collier Purchasing Policy, Resolution No. 2023-10, which allows offer amounts to be determined by staff but no more than the appraised value.

Pursuant to Ordinance 2002-63, as amended, Section 12(6), Project Design Reports ("PDR" s) for these properties are provided herewith.

FISCAL IMPACT: The funds for these land acquisitions will be withdrawn from the Conservation Collier Trust Fund (1061). Per the Collier County/FWCF MOU, FWCF will wire $36,480 to Conservation Collier Trust Fund (1061) after the JOL Property Ventures and Martinez Chavez Agreements are approved by the Board and after FWCF has received documentation demonstrating that all MOU conditions have been met in preparation for the closings. The properties identified herein are comprised of a not-to-exceed acquisition cost of $122,210 as follows:

Seller Name Acres	Appraised Value	Purchase Price	Closing costs (title commitment, title policy, closing fee,	Total Purchase Price	Initial 5 Yr. Maint. Costs	Long-term Annual Maint. Costs

				recording fees)			
Fernandez	1.59	$44,520	$44,520	$1,610	$46,130	$1,880	$240
JOL Property Ventures	1.14	$36,480	$36,480	$1,560	$38,040	$1,400	$170
Martinez Chavez	1.14	$36,480	$36,480	$1,560	$38,040	$1,400	$170
TOTAL	3.87	$117,480	$117,480	$4,730	$122,210	$4,680	$580

As of January 14, 2025, the estimated property acquisition costs for Conservation Collier properties, including these properties and those under contract, total $128,364,781. The funds for managing these parcels will be expended from the Conservation Collier Maintenance Fund (1062). The initial maintenance costs are provided in the attached Project Design Reports (PDR). The total maintenance costs for these parcels for the first five years (initial maintenance costs) are estimated at $4,680. After initial restoration, the estimated maintenance costs for these parcels will be approximately $580 annually.

GROWTH MANAGEMENT IMPACT: Fee simple acquisition of conservation lands is consistent with and supports Policy 1.3.1(e) in the Conservation and Coastal Management Element of the Collier County Growth Management Plan.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires a majority vote for approval. - SAA

RECOMMENDATIONS: 1) To approve the attached Agreements and accept the Warranty Deeds once approved by the County Attorney's Office.
2) To authorize the Chairman to execute the Agreements and any and all other County Attorney's Office approved documents related to these transactions; and
3) To authorize the County Manager or designee to prepare related vouchers and warrants for payments and to take all reasonable steps necessary to ensure performance under the Agreements.

PREPARED BY: Melissa Hennig, Environmental Specialist I, Conservation Collier, Development Review Division

ATTACHMENTS:
1. Fernandez Agreement
2. Fernandez-WH- PDR
3. WH Carroll and Carroll appraisal 5-2024
4. JOL Property Ventures Agreement
5. JOL Property Ventures-PDR-PWP
6. Chavez Martinez Agreement
7. Chavez Martinez-PDR-PWP
8. Panther Walk appraisal - Carroll & Carroll
9. Panther Walk appraisal - RKL
10. FWCF MOU 04_23_2024 Item #16A 1
11. Panther Walk Preserve Status Map
12. Winchester Head Status Map

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into by and between **Erik C. Fernandez**, whose address is 13721 SW 13th St, Miami, FL 33184, and **Terratrust LLC**, a Florida Limited Liability Company, whose address is 21301 S Tamiami Trail Suite 320-200, Estero, FL 33928 (hereinafter referred to as "Seller"), and **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose address is 3335 Tamiami Trail East, Suite 101, Naples, FL 34112 (hereinafter referred to as "Purchaser").

W I T N E S S E T H

WHEREAS, Seller is the owner of that certain parcel of real property (hereinafter referred to as "Property"), located in Collier County, State of Florida, and being more particularly described in Exhibit "A", attached hereto and made a part hereof by reference.

WHEREAS, Purchaser is desirous of purchasing the Property, subject to the conditions and other agreements hereinafter set forth, and Seller is agreeable to such sale and to such conditions and agreements.

NOW, THEREFORE, and for and in consideration of the premises and the respective undertakings of the parties hereinafter set forth and the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. AGREEMENT

1.01 In consideration of the purchase price and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Property, described in Exhibit "A".

II. PAYMENT OF PURCHASE PRICE

2.01 The purchase price (the "Purchase Price") for the Property shall be **Forty Four Thousand, Five Hundred and Twenty Dollars and 00/100 Cents ($44,520.00),** (U.S. Currency) payable at time of closing.

III. CLOSING

3.01 The Closing (THE "CLOSING DATE", "DATE OF CLOSING", OR "CLOSING") of the transaction shall be held on or before one hundred and eighty (180) days following execution of this Agreement by the Purchaser, or within thirty (30) days of Purchaser's receipt of all closing documents, whichever is later. The Closing shall

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be held at the office of the insuring title company or by mail. The procedure to be followed by the parties in connection with the Closing shall be as follows:

3.011 Seller shall convey a marketable title free of any liens, encumbrances, exceptions, or qualifications. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law. At the Closing, the Seller shall cause to be delivered to the Purchaser the items specified herein and the following documents and instruments duly executed and acknowledged, in recordable form:

3.0111 Warranty Deed in favor of Purchaser conveying title to the Property, free and clear of all liens and encumbrances other than:

(a) The lien for current taxes and assessments.

(b) Such other easements, restrictions, or conditions of record.

3.0112 Combined Purchaser-Seller closing statement.

3.0113 A "Gap Tax Proration, Owner's Non-Foreign Affidavit", as required by Section 1445 of the Internal Revenue Code and as required by the title insurance underwriter to insure the "gap" and issue the policy contemplated by the title insurance commitment.

3.0114 A W-9 Form, "Request for Taxpayer Identification and Certification" as required by the Internal Revenue Service.

3.012 At the Closing, the Purchaser, or its assignee, shall cause to be delivered to the Seller the following:

3.0121 A negotiable instrument (County Warrant) in an amount equal to the Purchase Price. No funds shall be disbursed to Seller until the Title Company verifies that the state of the title to the Property has not changed adversely since the date of the last endorsement to the commitment, referenced in Section 4.011 thereto, and the Title Company is irrevocably committed to pay the Purchase Price to Seller and to issue the Owner's title policy to Purchaser in accordance with the commitment immediately after the recording of the deed.

3.0122 Funds payable to the Seller representing the cash payment due at Closing in accordance with Article III hereof, shall be subject to adjustment for prorations as hereinafter set forth.

3.02 Each party shall be responsible for payment of its own attorney's fees. Seller, at its sole cost and expense, shall pay at Closing all documentary stamp taxes due relating to the recording of the Warranty Deed, in accordance with Chapter 201.01, Florida Statutes, and the cost and electronic fee of recording any instruments necessary to clear Seller's title to the Property. The cost of the Owner's Form B Title Policy, issued pursuant to the Commitment provided for in Section 4.011 below, shall be paid by Purchaser. The cost of the title commitment shall also be paid by Purchaser. If required by a Phase I report and desired by Purchaser, Seller shall pay for a Phase II Environmental Assessment selected by Purchaser.

3.03 Purchaser shall pay for the cost of recording the Warranty Deed. Real Property taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and any other applicable exemptions and paid by Seller. If Closing occurs at a date which the current year's millage is not fixed, taxes will be prorated based upon such prior year's millage.

IV. REQUIREMENTS AND CONDITIONS

4.01 Upon execution of this Agreement by both parties or at such other time as specified within this Article, Purchaser and/or Seller, as the case may be, shall perform the following within the times stated, which shall be conditions precedent to the Closing;

4.011 Within fifteen (15) days after the date hereof, Purchaser shall obtain as evidence of title an ALTA Commitment for an Owner's Title Insurance Policy (ALTA Form B-1970) covering the Property, together with hard copies of all exceptions shown thereon. Purchaser shall have thirty (30) days, following receipt of the title insurance commitment, to notify Seller in writing of any objection to title other than liens evidencing monetary obligations, if any, which obligations shall be paid at closing. If the title commitment contains exceptions that make the title unmarketable, Purchaser shall deliver to the Seller written notice of its intention to waive the applicable contingencies or to terminate this Agreement.

4.012 If Purchaser shall fail to advise the Seller in writing of any such objections in Seller's title in the manner herein required by this Agreement, the title shall be deemed acceptable. Upon notification of Purchaser's objection to title, Seller shall have thirty (30) days to remedy any defects to convey good and marketable title at Seller's expense, except for liens or monetary obligations which will be satisfied at Closing. Seller, at its sole expense, shall use its best efforts to make such title good and marketable. In the event Seller is unable to cure said objections within said time period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said

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thirty (30) day period, may accept title as it then is, waiving any objection; or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the exceptions to title as shown in the title commitment.

4.013 Seller agrees to furnish any existing surveys of the Property in Seller's possession to Purchaser within ten (10) days of the effective date of this Agreement. Purchaser shall have the option, at its own expense, to obtain a current survey of the Property prepared by a surveyor licensed by the State of Florida. No adjustments to the Purchase Price shall be made based upon any change to the total acreage referenced in Exhibit "A," unless the difference in acreage revealed by survey exceeds 5% of the overall acreage. If the survey provided by Seller or obtained by Purchaser, as certified by a registered Florida surveyor, shows: (a) an encroachment onto the property; or (b) that an improvement located on the Property projects onto lands of others, or (c) lack of legal access to a public roadway, the Purchaser shall notify the Seller in writing of such encroachment, projection, or lack of legal access, and Seller shall have the option of curing said encroachment or projection, or obtaining legal access to the Property from a public roadway, within sixty (60) days of receipt of said written notice from Purchaser. Purchaser shall have ninety (90) days from the effective date of this Agreement to notify Seller of any such objections. Should Seller elect not to or be unable to remove the encroachment, projection, or provide legal access to the property within said sixty (60) day period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said sixty (60) day period, may accept the Property as it then is, waiving any objection to the encroachment, or projection, or lack of legal access, or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the Property with the encroachment, or projection, or lack of legal access.

V. INSPECTION PERIOD

5.01 Purchaser shall have one hundred twenty (120) days from the date of this Agreement, ("Inspection Period"), to determine through appropriate investigation that:

1. Soil tests and engineering studies indicate that the Property can be developed without any abnormal demucking, soil stabilization or foundations.
2. There are no abnormal drainage or environmental requirements to the development of the Property.
3. The Property is in compliance with all applicable State and Federal environmental laws and the Property is free from any pollution or contamination.

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4. The Property can be utilized for its intended use and purpose in the Conservation Collier program.

5.02 If Purchaser is not satisfied, for any reason whatsoever, with the results of any investigation, Purchaser shall deliver to Seller prior to the expiration of the Inspection Period, written notice of its intention to waive the applicable contingencies or to terminate this Agreement. If Purchaser fails to notify the Seller in writing of its specific objections as provided herein within the Inspection Period, it shall be deemed that the Purchaser is satisfied with the results of its investigations and the contingencies of this Article V shall be deemed waived. In the event Purchaser elects to terminate this Agreement because of the right of inspection, Purchaser shall deliver to Seller copies of all engineering reports and environmental and soil testing results commissioned by Purchaser with respect to the Property.

5.03 Purchaser and its agents, employees and servants shall, at their own risk and expense, have the right to go upon the Property for the purpose of surveying and conducting site analyses, soil borings and all other necessary investigation. Purchaser shall, in performing such tests, use due care. Seller shall be notified by Purchaser no less than twenty-four (24) hours prior to said inspection of the Property.

VI. INSPECTION

6.01 Seller acknowledges that the Purchaser, or its authorized agents, shall have the right to inspect the Property at any time prior to the Closing.

VII. POSSESSION

7.01 Purchaser shall be entitled to full possession of the Property at Closing.

VIII. PRORATIONS

8.01 Ad valorem taxes next due and payable, after closing on the Property, shall be prorated at Closing based upon the gross amount of current year taxes, and shall be paid by Seller.

IX. TERMINATION AND REMEDIES

9.01 If Seller shall have failed to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, within ten (10) days of written notification of such failure, Purchaser may, at its option, terminate this Agreement by giving written notice of termination to Seller. Purchaser shall have the right to seek and enforce all rights and remedies available at law or in equity to

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a contract vendee, including the right to seek specific performance of this Agreement.

9.02 The parties acknowledge that the remedies described herein and in the other provisions of this Agreement provide mutually satisfactory and sufficient remedies to each of the parties and take into account the peculiar risks and expenses of each of the parties.

X. SELLER'S AND PURCHASER'S REPRESENTATIONS AND WARRANTIES

10.01 Seller and Purchaser represent and warrant the following:

10.011 Seller and Purchaser have full right and authority to enter into and to execute this Agreement and to undertake all actions and to perform all tasks required of each hereunder. Seller is not presently the subject of a pending, threatened or contemplated bankruptcy proceeding. Seller further represents the Property is free from any and all occupants, tenants, and other persons or entities claiming possession of the Property at the time of closing. This provision shall survive closing.

10.012 Seller has full right, power, and authority to own and operate the Property, and to execute, deliver, and perform its obligations under this Agreement and the instruments executed in connection herewith, and to consummate the transaction contemplated hereby. All necessary authorizations and approvals have been obtained authorizing Seller and Purchaser to execute and consummate the transaction contemplated hereby. At Closing, certified copies of such approvals shall be delivered to Purchaser and/or Seller, if necessary.

10.013 The warranties set forth in this paragraph shall be true on the date of this Agreement and as of the date of Closing. Purchaser's acceptance of a deed to the said Property shall not be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.

10.014 Seller represents that it has no knowledge of any actions, suits, claims, proceedings, litigation or investigations pending or threatened against Seller, at law, equity or in arbitration before or by any federal, state, municipal or other governmental instrumentality that relate to this agreement or any other property that could, if continued, adversely affect Seller's ability to sell the Property to Purchaser according to the terms of this Agreement.

10.015 No party or person other than Purchaser has any right or option to acquire the Property or any portion thereof.

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10.016 Until the date fixed for Closing, so long as this Agreement remains in force and effect, Seller shall not encumber or convey any portion of the Property or any rights therein, nor enter into any agreements granting any person or entity any rights with respect to the Property or any part thereof, without first obtaining the written consent of Purchaser to such conveyance, encumbrance, or agreement which consent may be withheld by Purchaser for any reason whatsoever.

10.017 Seller represents that they have (it has) no knowledge that there is or ever has been incinerators, septic tanks, or cesspools on the Property; all waste, if any, is discharged into a public sanitary sewer system; Seller represents that they have (it has) no knowledge that any pollutants are or have been discharged from the Property, directly or indirectly into any body of water. Seller represents that to their knowledge the Property has not been used for the production, handling, storage, transportation, manufacture, or disposal of hazardous or toxic substances or wastes, as such terms are defined in applicable laws and regulations, or any other activity that would have toxic results, and no such hazardous or toxic substances are currently used in connection with the operation of the Property, and there is no proceeding or inquiry by any authority with respect thereto. Seller represents that they have (it has) no knowledge that there is ground water contamination on the Property or potential of ground water contamination from neighboring properties. Seller represents that they have (it has) no knowledge that there is or ever has been any storage tanks for gasoline, or any other substances are or were located on the Property at any time during or prior to Seller's ownership thereof. Seller represents that they have (it has) no knowledge that any part of the Property has ever been used as a sanitary landfill.

10.018 Seller has no knowledge that the Property and Seller's operations concerning the Property are in violation of any applicable Federal, State or local statute, law or regulation, or of any notice from any governmental body has been served upon Seller claiming any violation of any law, ordinance, code or regulation or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property in order to comply with any laws, ordinances, codes or regulation with which Seller has not complied.

10.019 Seller has no knowledge of unrecorded leases, licenses or other possessory interests, restrictions, easements, or rights of way (other than existing zoning regulations) that restrict or affect the use of the Property, and there are no maintenance, construction, advertising, management, leasing, employment, service, or other contracts affecting the Property.

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10.020 Seller has no knowledge that there are any suits, actions or arbitration, bond issuances or proposals therefor, proposals for public improvement assessments, pay-back agreements, paving agreements, road expansion or improvement agreements, utility moratoriums, use moratoriums, improvement moratoriums, administrative or other proceedings or governmental investigations or requirements, formal or informal, existing or pending or threatened which affects the Property or which adversely affects Seller's ability to perform hereunder; nor is there any other charge or expense upon or related to the Property which has not been disclosed to Purchaser in writing prior to the effective date of this Agreement.

10.021 Seller acknowledges and agrees that Purchaser is entering into this Agreement based upon Seller's representations stated above and on the understanding that Seller will not cause the zoning or physical condition of the Property to change from its existing state on the effective date of this Agreement up to and including the Date of Closing. Therefore, Seller agrees not to enter into any contracts or agreements pertaining to or affecting the Property and not to do any act or omit to perform any act which would change the zoning or physical condition of the Property or the governmental ordinances or laws governing same. Seller also agrees to notify Purchaser promptly of any change in the facts contained in the foregoing representations and of any notice or proposed change in the zoning, or any other action or notice, that may be proposed or promulgated by any third parties or any governmental authorities having jurisdiction of the development of the property which may restrict or change any other condition of the Property.

10.022 At the Closing, Seller shall deliver to Purchaser a statement (hereinafter called the "Closing Representative Statement") reasserting the foregoing representations as of the Date of Closing, which provisions shall survive the Closing.

10.023 Seller represents, warrants and agrees to indemnify, reimburse, defend and hold Purchaser harmless from any and all costs (including attorney's fees) asserted against, imposed on or incurred by Purchaser, directly or indirectly, pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment which shall be in accordance with, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., ("CERCLA" or "Superfund"), which was amended and upgraded by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), including any amendments or successor in function to these acts. This provision and the rights of Purchaser, hereunder, shall survive Closing and are not deemed satisfied by conveyance of title.

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10.024 Any loss and/or damage to the Property between the date of this Agreement and the date of Closing shall be Seller's sole risk and expense.

XI. NOTICES

11.01 Any notice, request, demand, instruction, or other communication to be given to either party hereunder shall be in writing, sent by facsimile with automated confirmation of receipt, or by registered, or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Purchaser:
Summer Araque, Coordinator
Conservation Collier Program
Collier County Parks and Recreation Division
Public Services Department
Golden Gate Community Park
3300 Santa Barbara Blvd.
Naples, Florida 34116

With a copy to:
Attn: Grant Cox
Collier County Real Property Management
3335 Tamiami Trail East, Suite 102
Naples, Florida 34112
Telephone number: 239-252-5373
Fax number: 239-252-8876

If to Seller:

Erik C. Fernandez	Terratrust LLC
13721 SW 13th St	21301 S Tamiami Trail Suite 320-200
Miami, FL 33184	Estero, FL 33928
713-725-7788	239-440-6044
Fax number: N/A	

11.02 The addressees and numbers for the purpose of this Article may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

XII. REAL ESTATE BROKERS

12.01 Any and all brokerage commissions or fees shall be the sole responsibility of the Seller. Seller shall indemnify Purchaser and hold Purchaser harmless from

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and against any claim or liability for commission or fees to any broker or any other person or party claiming to have been engaged by Seller as a real estate broker, salesman or representative, in connection with this Agreement. Seller agrees to pay any and all commissions or fees at closing pursuant to the terms of a separate agreement, if any.

XIII. MISCELLANEOUS

13.01 This Agreement may be executed in any manner of counterparts which together shall constitute the agreement of the parties.

13.02 This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustee, and assignees whenever the context so requires or admits.

13.03 Any amendment to this Agreement shall not bind any of the parties hereof unless such amendment is in writing and executed and dated by Purchaser and Seller. Any amendment to this Agreement shall be binding upon Purchaser and Seller as soon as it has been executed by both parties.

13.04 Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend, or limit the scope or intent of this Agreement or any provisions hereof.

13.05 All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

13.06 No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

13.07 If any date specified in this Agreement falls on a Saturday, Sunday, or legal holiday, then the date to which such reference is made shall be extended to the next succeeding business day.

13.08 Seller is aware of and understands that the "offer" to purchase represented by this Agreement is subject to acceptance and approval by the Board of County Commissioners of Collier County, Florida.

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13.09 If the Seller holds the Property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall make a written public disclosure, according to Chapter 286, Florida Statutes, under oath, of the name and address of every person having a beneficial interest in the Property before Property held in such capacity is conveyed to Collier County. (If the corporation is registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public, it is hereby exempt from the provisions of Chapter 286, Florida Statutes.)

13.10 This Agreement is governed and construed in accordance with the laws of the State of Florida.

XIV. ENTIRE AGREEMENT

14.01 This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement, or any such referenced agreements has been or is being relied upon by either party. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed and dated by both Purchaser and Seller. Time is of the essence of this Agreement.

XV. ACKNOWLEDGMENT OF POTENTIAL FUTURE USE

15.01 Any development rights or credits available on the Property are relinquished by the Seller and conveyed to the Purchaser at closing as part of the sale of the Property.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

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IN WITNESS WHEREOF, the parties hereto have signed below.

Dated Project/Acquisition Approved by BCC:_____

AS TO PURCHASER:

ATTEST:

CRYSTAL K. KINZEL, Clerk of the
Circuit Court and Comptroller

_____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

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AS TO SELLER:

DATED: 09/22/24

By: _____

Print Name: Erik C. Fernandez
Erik C. Fernandez

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AS TO SELLER:

Terratrust LLC
a Florida Limited Liability Company

DATED: 10-31-2024

By: _____

Print Name: _____

Title: MGR

Approved as to form and legality:

_____

_____, Assistant County Attorney

9/9/25

EXHIBIT "A"

PROPERTY IDENTIFICATION NUMBER: 39955360002

The East 105 feet of the East 180 feet of Tract 46, Golden Gate Estates Unit No. 65, according to the Plat thereof, recorded in Plat Book 5, Page 88, of the Public Records of Collier County, Florida

1.59 ACRES

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Conservation Collier Land Acquisition Program
Project Design Report

Fernandez Property
Date: December 2024

Property Owner(s): Erik C. Fernandez

Folio: 39955360002

Location: GOLDEN GATE EST UNIT 65 TR 46

Size: 1.59 acres

Purchase Price: $44,520

History of Project:

Selected for the "A" category, #1 priority, on the Active Acquisition List (AAL) by CCLAAC	AAL most recently approved by BCC	Date of Offer	Date Offer Accepted
7/14/2023	10/10/2023	5/29/2024	8/12/2024

Purpose of Project: Environmental Conservation – Conservation Collier Program

Program Qualifications:
The Fernandez parcel is within the Winchester Head multi-parcel project area. Winchester Head is an undeveloped depressional cypress head and marsh wetland located in NGGE in Units 62 and 65. Using aerial photographs, elevation data, soil maps and public input, a total of 114 parcels (158.4 acres) were identified as being important for acquisition. Selected parcels include wetlands and small areas of upland buffers on parcels which are more than half wetland. The entire project site is within North Golden Gate Estates, identified within the Conservation Collier Ordinance (Ord. No. 2002-63, as amended) as a Target Protection Area.

One important reason for the selection of Winchester Head as a conservation target is that this area functions to provide floodplain storage for surrounding home sites during high rainy season. These types of depressional storage areas were included in the water management models for the Golden Gate canal system done by the Big Cypress Basin, South Florida Water Management District and are a component of flood control for the area. Winchester Head has also been targeted for future watershed improvement projects (North Golden Gate Flowway Restoration Project) in the County's Watershed Management Plan. At this time, Conservation Collier owns 111.1 acres out of a total of 158.4 acres, or 70% of the project area.

Additional program criteria that would be satisfied by this acquisition include protection of surface and ground water resources, protection of wetland dependent species habitat, and good potential for restoration. This parcel is primarily freshwater marsh with some scattered cypress trees. There is a low infestation of Brazilian pepper and old-world climbing fern. A paved public road (37th Ave NE) provides access to the parcel and allows the property to be readily viewed.

Zoning, Growth Management and Land Use Overlays: The Winchester Head project parcels are entirely within the Northern Golden Gate Estates. The zoning classification for all the parcels is Estates (E), a rural residential classification. There are no additional land use overlays applicable.

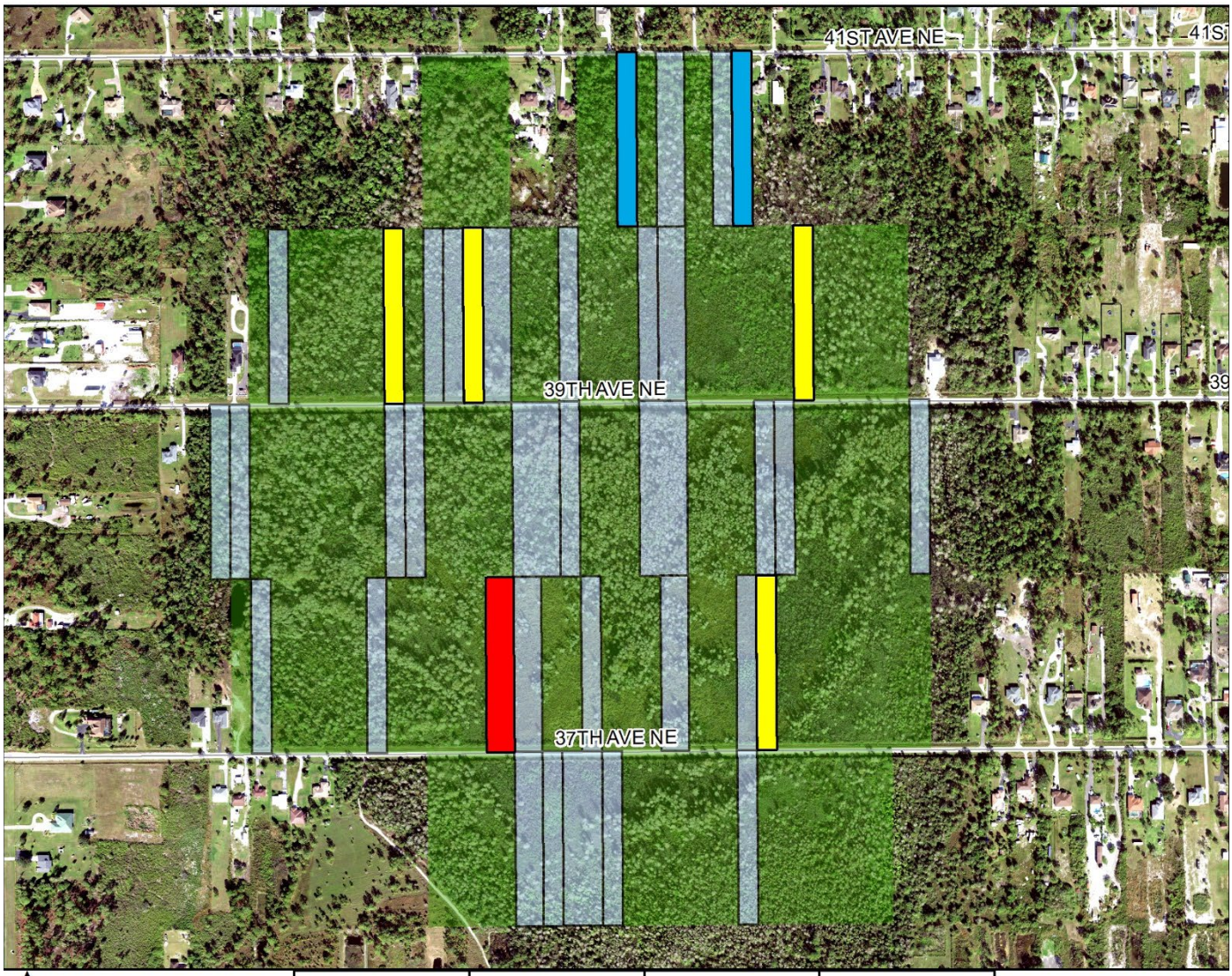
Projected Management Activities:

While Winchester Head as a whole is relatively free of exotic plants, ongoing control is done annually or as needed. Exotic maintenance should be minimal and will be included in the management budget for the overall Winchester Head project. Most of the project area for Winchester Head is wetlands, and trails are not feasible. A raised boardwalk would be the best public access opportunity; however, this will not be considered until sometime into the future of the project when more parcels are acquired. Nature photography and bird watching from roadways are two activities that can occur at present. Currently, the three roads (37th, 39th, and 41st Streets NE) provide paved access to the project area but the only parking is the road right-of-way. At present, a visitor parking area is not available but could be constructed in the future. An educational kiosk can be placed along one of the roads through the project containing information on wetlands and on the preservation of the area. Signs can be placed at boundaries along the roadways.

Estimated Management Costs:

Management Element	2025	2026	2027	2028	2029
Exotics	$480	$320	$320	$320	$240
Signage	$200				
Total	**$680**	**$320**	**$320**	**$320**	**$240**

SEE PAGES 3 AND 4 FOR AERIAL MAPS OF THE PARCEL.


41ST AVE NE
39TH AVE NE
37TH AVE NE
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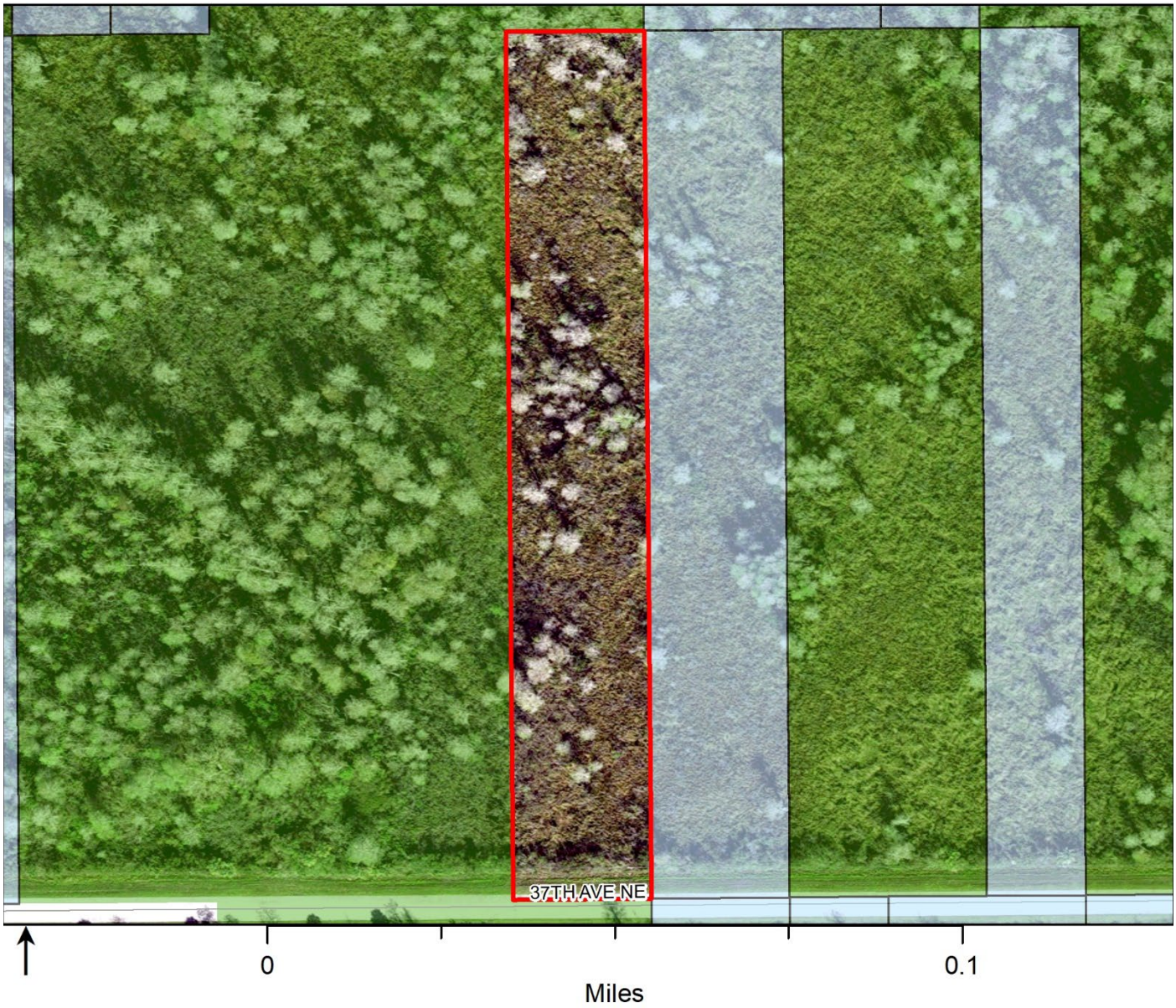
Miles
FERNANDEZ, ERIK C
Under Contract
Property Owner Accepted Offer
Winchester Head Preserve Project A-List Parcel
Winchester Head Preserve
Collier County
CONSERVATION COLLIER


37TH AVE NE
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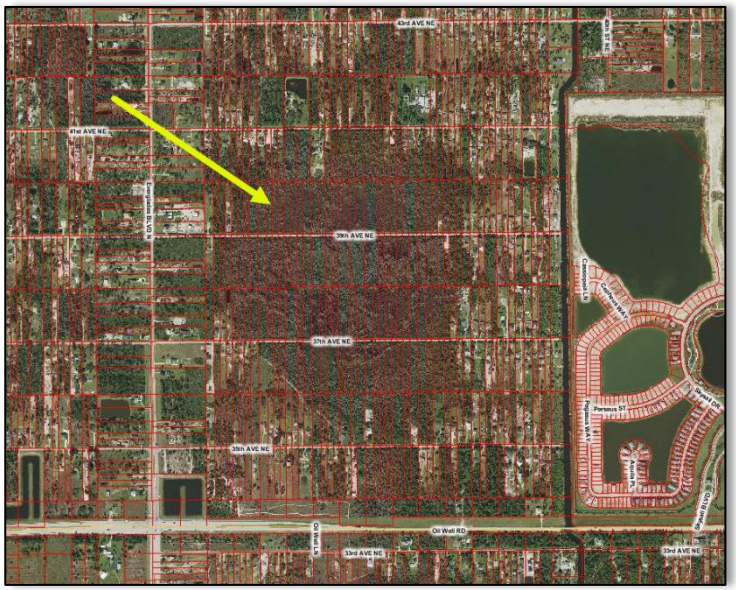
FERNANDEZ, ERIK C
Winchester Head Preserve Project A-List Parcel
Winchester Head Preserve
Collier County
CONSERVATION COLLIER

Carroll & Carroll
Real Estate Appraisers & Consultants

APPRAISAL REPORT

FOR

THE CONSERVATION COLLIER PROGRAM AND THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS



SUBJECT PROPERTY:
WINCHESTER HEAD PRESERVE
NAPLES, FL 34120

AT THE REQUEST OF:
ROOSEVELT LEONARD, R/W-AC
SUPERVISOR – REAL PROPERTY MANAGEMENT
COLLIER COUNTY FACILITIES MANAGEMENT/REAL PROPERTY
3335 TAMIAMI TRAIL E., STE. 101
NAPLES, FL 34112

ASSIGNMENT NO.:
6713-TS

APPRAISAL EFFECTIVE DATE:
MAY 13, 2024

DATE OF REPORT:
MAY 20, 2024

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SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

This information is summarized only for convenience. The value given is the final, rounded conclusion of the appraisal. To use this summary without first reading the appraisal report could be misleading.

PROPERTY INFORMATION

Property Identification	Winchester Head Preserve Market Area Naples, FL 34120
Property Description	Winchester Head Preserve consists of 40 parcels or a total of 52.6 acres remaining to be acquired which are located within Golden Gate Estates, Unit 65 in Naples, Florida.
Property Type	Vacant Land
Owner of Record	Full List Copied into the Addendum
Property ID #	Full List Copied into the Addendum

CLIENT INFO & VALUE CONCLUSIONS

Client	Collier County Facilities Management Department
Intended Use	To assist the Conservation Collier Program and the Collier County Board of County Commissioners.
Intended Users	Conservation Collier Program and the Collier County Board of County Commissioners.
Appraisal Effective Date	May 13, 2024
Date of Report	May 20, 2024
Date of Inspection	N/A
Purpose of Appraisal	Estimate the market value on a price per acre basis within the Winchester Head Preserve for the various tiers. Tiers I. Up to 25% Wetlands II. 26-50% Wetlands III. 51-75% Wetlands IV. 76-100% Wetlands
Estate Appraised	Fee Simple
Interest Appraised	100%
Estimated Market Values	I Up to 25% Wetlands $76,000 per acre II 26-50% Wetlands $48,000 per acre III 51-75% Wetlands $35,000 per acre IV 76-100% Wetlands $28,000 per acre

GENERAL INFO

Appraiser	Timothy W. Sunyog, MAI State-Certified General Appraiser RZ 3288
Scope of Work	All applicable approaches to value were developed.

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

None

HYPOTHETICAL CONDITIONS

None

CERTIFICATION

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF:

I did not physically inspect the Winchester Head Preserve parcels or comparable sales, but I relied on aerial photography for my analysis.

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and our personal, impartial and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

In the three years immediately prior to acceptance of this assignment I have not performed any services regarding the subject property as appraisers, or in any other capacity.

I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. I am also subject to the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, which includes provisions for peer review.

The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board and to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

No one other than the undersigned prepared the analyses, opinions and conclusions concerning real estate that are set forth in this report.

As of the date of this report, I have completed the requirements of the continuing education program of the State of Florida, and for Designated Members of the Appraisal Institute.

CARROLL & CARROLL



Timothy W. Sunyog, MAI
Cert Gen RZ3288

SCOPE OF WORK

All applicable approaches to value were developed and the value conclusion reflects all known information about the subject property, market conditions, and available data.

The scope of work was:

- I did not physically inspect the Winchester Head Preserve parcels or the comparable sales, but I relied on aerial photography.

- Reviewed aerial photographs, land use plans, the Land Development Code, the Conservation Collier Initial Criteria Screening Report, and other documentation.

- Reviewed how the properties relate to their neighborhood and to the broader market area in development of an opinion of highest and best use.

- Researched vacant land comparable sales, listings, and pending sales.

- Developed the sales comparison approach.

- Estimated the market value on a price per acres basis within Winchester Head Preserve for the various tiers.

  Tiers
  I. Up to 25% Wetlands
  II. 26-50% Wetlands
  III. 51-75% Wetlands
  IV. 76-100% Wetlands

- Prepared an appraisal report summarizing the appraisal assignment, the property appraised, the application of the appraisal methodology, and the logical support for the value conclusions.

Sources of market data included local and regional MLS systems, CoStar, LoopNet, public records, and interviews with real estate brokers.

ESTATE APPRAISED

The estate appraised is the Fee Simple Absolute. For appraisal purposes Fee Simple Absolute is synonymous with Fee Simple.

The Dictionary of Real Estate Appraisal, Seventh Edition, published 2022 by the Appraisal Institute, defines Fee Simple Estate as:

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

We consider easements, but only to the extent that they are known to us. Appraisal of the fee simple means that an improved property is vacant and available to be put to its highest and best use.

DEFINITION OF MARKET VALUE

In United States tax law, the definition of *Fair Market Value* is found in the United States Supreme Court decision in the *Cartwright* case:

> The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

United States v. Cartwright, 411 U. S. 546, 93 S. Ct. 1713, 1716-17, 36 L. Ed. 2d 528, 73-1 U.S. Tax Case. (CCH) ¶ 12,926 (1973) (quoting from U.S. Treasury regulations relating to Federal estate taxes, at 26 C.F.R. sec. 20.2031-1(b)).

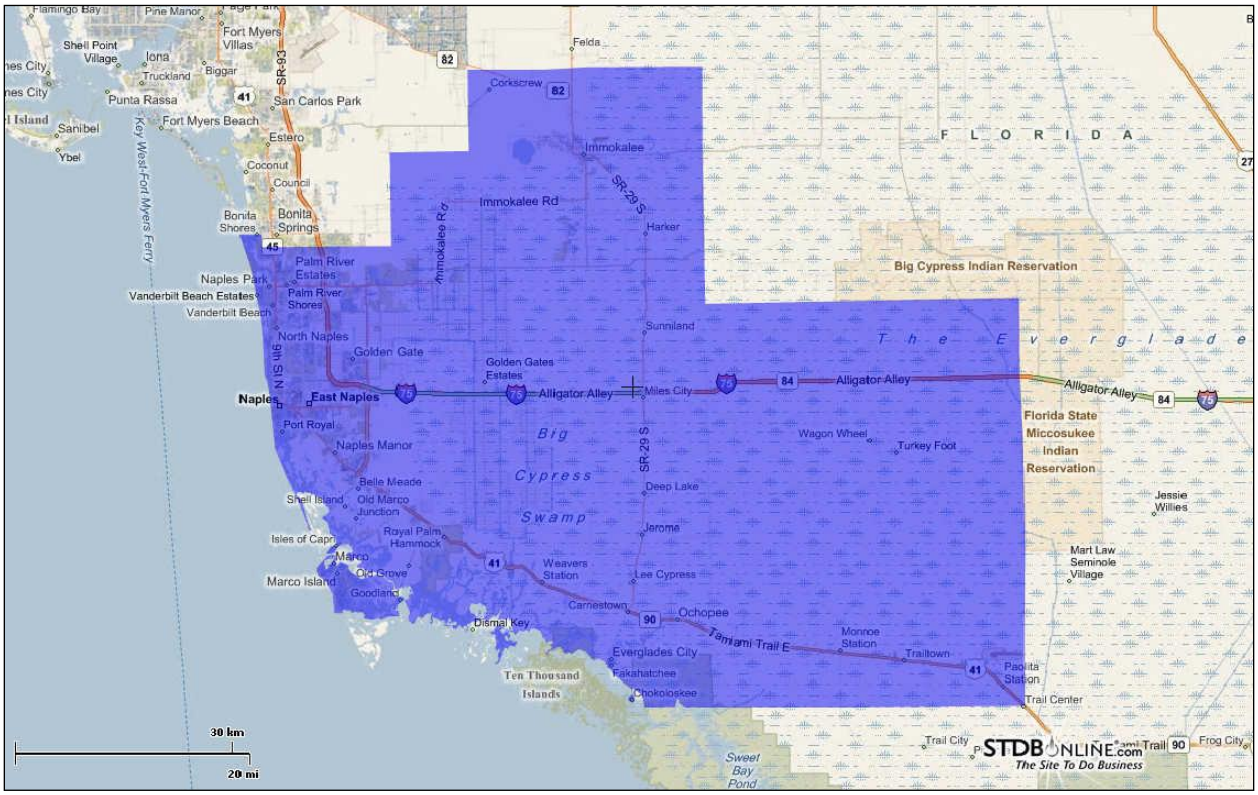
ASSUMED EXPOSURE TIME

The reasonable exposure time is assumed to have already occurred as of the appraisal effective date. The assumed reasonable exposure time was between 6 and 9 months.

AREA INFORMATION

COLLIER COUNTY ANALYSIS

An analysis of geography, transportation, population, employment, income, and education for Collier County is performed using data provided by Site to Do Business, Florida Office of Economic & Demographic, United States Department of Labor, all recognized source(s).



GEOGRAPHY

Collier County is the most southerly county on Florida's west coast offering mainland coastal development. Collier County is west of Ft. Lauderdale and south of Tampa. With 2,025 square miles of land area, it is the largest county in Florida. About 63% of the land area is in public ownership, is set aside for environmental preservation, or is scheduled for public land acquisition.

The region enjoys a climate that is classified as subtropical. Summers are relatively mild, and winters are usually frost free. A hard freeze is a rarity. The climate, especially in winter, is one that attracts and is enjoyable to most people.

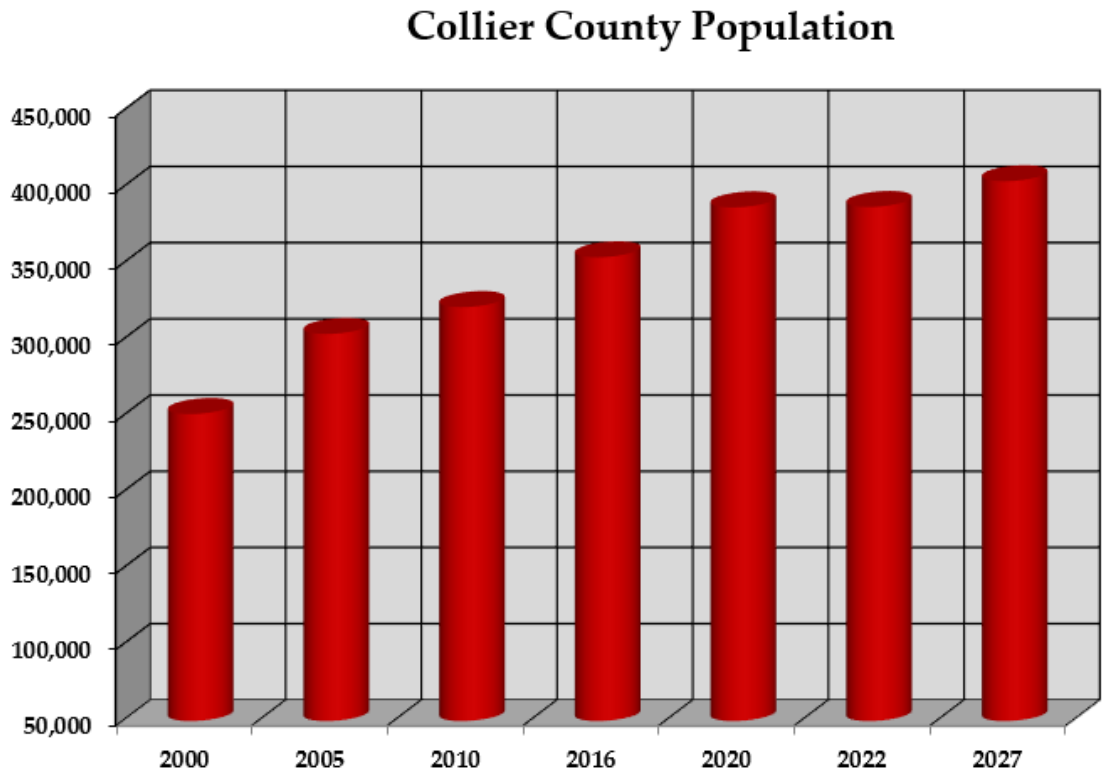
The geography of the area runs generally northwest and southeast as indicated by the trend of the coastline. Beaches extend from the northern county line south to Cape Romano and then, as the coastline trends further to the southeast, beaches give over to mangrove islands and swamps. Moving northeastward from the beaches, elevations increase very slowly. Most of the county is less than 15 feet above mean sea level. Although changes in elevation

are gradual, they are well defined by variations in vegetation. Much of the county is, or was once, wetland. The once plentiful marine resources are largely depleted, but still provide good sport fishing.

Population centers include the coastal communities of Naples, Marco Island and Everglades/Chokoloskee. Immokalee, the single large interior community, is in north Collier County and is the agricultural center of the region.

POPULATION

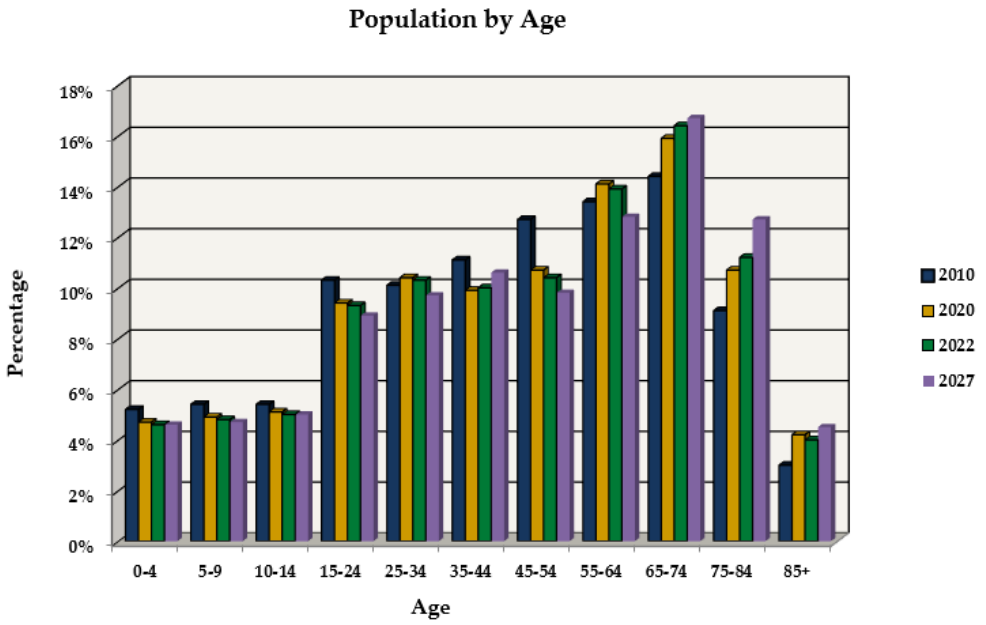
"The social forces studied by appraisers primarily relate to population characteristics. The demographic composition of the population reveals the potential demand for real estate, which makes the proper analysis and interpretation of demographic trends important in an appraiser's analysis." The total population, it's composition by age and gender, and the rate of household formation and dissolution strongly influence real property values. (*The Appraisal of Real Estate 14th Edition*)



Florida Office of Economic & Demographic Research and Esri forecasts 2022

Collier County's population has continued to increase year after year. The population has increased only 0.1% as of 2022 from 2020. The population forecasts through 2027 calls for a continued steady growth cycle with an estimated 4.4% population growth from 2022 to 2027.

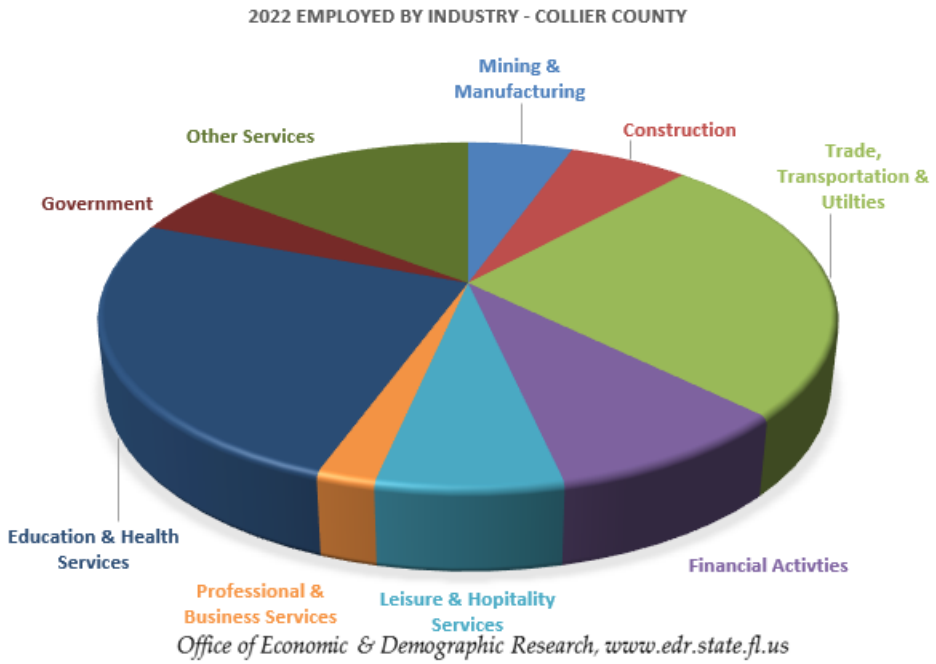
Collier County is a popular retirement destination. As of 2022, 55.9% of the County's residents are over the age of 45. The 2027 forecasts depict an aging community with 56.5% of the population 45 years of age or older.



U.S. Census Bureau, Census 2020 Summary File 1. Ersi forecasts for 2022 and 2027

EMPLOYMENT

Collier County is a largely service based economy with 32.1% of the employees in the leisure, hospitality, education, and health service industries and 26% in professional, business, financial and other services. Trade, transportation, & utilities along with government jobs account for 36.4% of the County's employees. Industries such as natural resources/mining, construction, and manufacturing make up only 5.5% of the market.



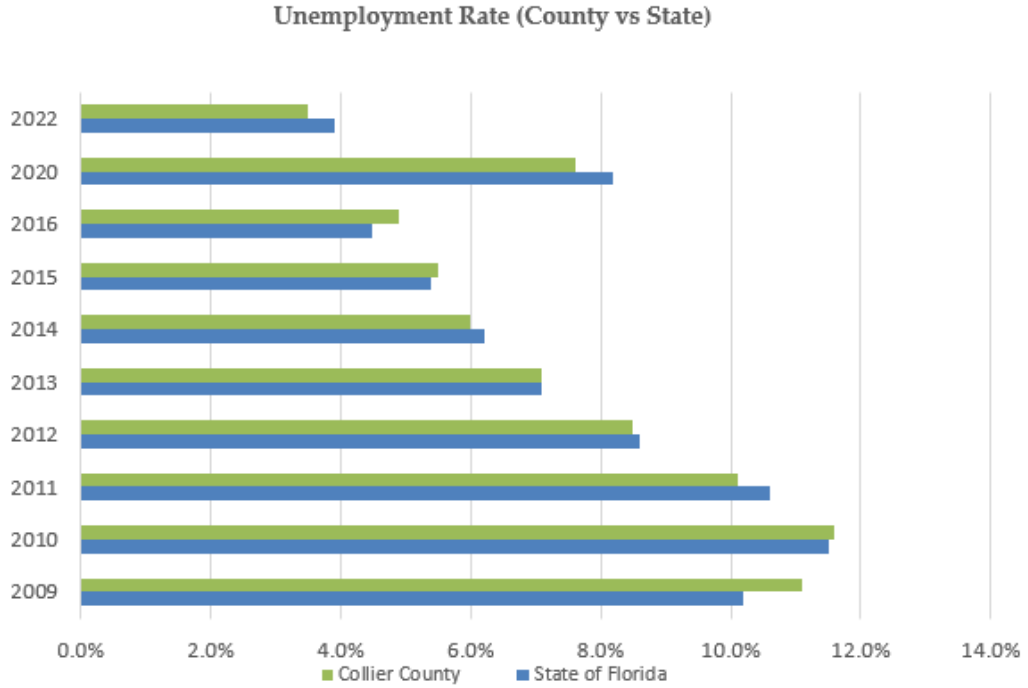
Office of Economic & Demographic Research, www.edr.state.fl.us

Top 10 Largest Employers SWFL-2022

Rank	Company	Employees
1	Lee Health	13595
2	Lee County School District	12936
3	Lee County Local Government	9038
4	Publix	8728
5	NCH Healthcare System	7017
6	Walmart	6516
7	Collier County School District	6422
8	Collier County Government	5000
9	Florida Gulf Coast University	3430
10	Arthrex, Inc	3000

*Source: SOUTHWEST FLORIDA ECONOMIC DEVELOPMENT ALLIANCE NOTE: * DATA AS RECENT AS 2018 Q3; ** DATA AS RECENT AS 2017*

The unemployment rate in Collier County exceeded the state average by a slight margin in the years 2015 and 2016. The unemployment rate then declined through 2020 as the economy improved and, until recently, Collier County's unemployment rates decreased more rapidly than the state.



United States Department of Labor/Bureau of Labor Statistics/LAU Statistics Map

INCOME

Collier County's per capita income and median household income levels are higher than state statistics. The most substantial difference between Collier County and the state is the large percentage difference in household incomes above $100,000 where Collier County exceeds the state by over 12%. Collier County's percentage household incomes ranging from $25,000 to $74,999 is slightly lower than the percentage of household incomes in the state, only mirroring that of the state at $75,000 to $99,000, and from there exceeding the percentage of the state. Income levels vary greatly within different areas of Collier County, and so will be discussed in greater detail in the Market Area descriptions.

TRANSPORTATION

The transportation system reflects local geography, population densities and the primary motivators of tourism, service industry employment, the construction industry, agriculture, and leisure activities.

ROADS

The earliest roads were coastal, extending from north to south in the early twentieth century with the first settlers. Principal among these is US-41, commonly referred to as the Tamiami Trail because it was built to connect Tampa and Miami. Where it passes through the coastal community US-41 is a four or six lane divided highway with landscaped medians, curb and gutter, streetlights and often with concrete sidewalks. The Trail is the principal coastal arterial and one that defines several important boundaries. Often there is a noticeable land value difference east and west of US-41 because the affluent coastal population prefers to shop and trade close to home. As the highway turns southeast from downtown Naples toward Miami the Trail defines the boundary of the coastal management zone which affects development densities and storm evacuation requirements. The eastern segment of US-41 is a designated national scenic highway popular with tourists, especially during the winter season as they seek adventure in the Everglades.

A system of asphalt surfaced arterials, major collectors, minor collectors, and neighborhood streets extend into the urban area east and west from US-41. North-south arterials and major collectors are established about one mile apart. From west to east, these include Goodlette-Frank Road, Airport-Pulling Road, Livingston Road, Santa Barbara Boulevard and Collier Boulevard. The east-west grid is spaced about two miles apart; from north to south being Immokalee Road (CR-864), Vanderbilt Beach Road (CR-862), Pine Ridge Road (CR-896), Golden Gate Parkway (CR-886), Radio Road (CR-856), Davis Boulevard (SR-84), and Rattlesnake Hammock Road (CR-864). Within the urban area all of these are at least 4 lane divided highways.

East of Collier Boulevard the road system reflects the economies of scale of Golden Gate Estates subdivision (the Estates) where 102 square miles of rural subdivision is supported by a grid system of paved and unpaved 2 lane streets, with 2 and 4 lane asphalt surfaced

major collectors. Golden Gate Boulevard, a 4-lane divided road for five of its eleven miles east of CR-951, is the principal east-west collector. Everglades Boulevard (2 lane and asphalt surfaced) is the north-south major collector extending south from Immokalee Road 14 miles to the grade separation at I-75 where it continues into the Picayune Strand State Forest. Most of the neighborhood streets in Golden Gate Estates are asphalt. Collier County is planning to extend east-west collectors through the Estates along the alignment of Vanderbilt Beach Road and somewhere south of Golden Gate Boulevard. A north-south connection is also planned from the eastern terminus of White Boulevard (Pine Ridge Road) north to Golden Gate Boulevard.

Interstate highway 75 (I-75) was extended from north to south through Collier County in the mid-1980s along a flood-proof route about five miles inland. Directly east of the City of Naples I-75 joins the original alignment of State Road 84 (Alligator Alley) connecting with Florida's east coast at Ft. Lauderdale. The coastal community I-75 interchanges are spaced three to four miles apart at Immokalee Road (CR-864), Pine Ridge Road (CR-896), Golden Gate Parkway (CR-886), and at Collier Boulevard/Davis Boulevard (CR-951/SR-84). Twenty-one miles east of the coastal community is an interchange at State Road 29; the last interchange in Collier County. Collier County and the FDOT continue to study the feasibility of an interchange at Everglades Boulevard.

The advent of I-75 signaled a change in the relationship of Collier County to the rest of Florida and the United States. While US-41 was the only north-south arterial, Collier County was dominated by the conservative mid-western influences of seasonal residents and somewhat isolated from the larger urban areas of Florida. After the late 1980s, road access to Collier was made much more convenient to the northeast via connections with I-4 and I-95. This had the effect of broadening Collier's market exposure and it stimulated growth. The extension of I-75 south into Dade County promoted better access for European tourists and made Collier County transient lodging attractive for east coast weekenders.

Strategic connections exist where Collier Boulevard and CR-92 extend south and west from US-41 providing access to the City of Marco Island from the greater Naples area and from Florida's east coast, respectively. State Road 29 connects the southwest Florida agricultural center of Immokalee with points north, with the Naples coastal community via CR-846, with the Ft. Myers coastal community via SR-82, and with US-41 at Everglades City which is the western gateway to Everglades National Park and the 10,000 Islands region of Collier's southwest coast.

The road transportation system is well planned, well maintained, and operating at acceptable capacity. Ambitious road construction projects undertaken in anticipation of growth projections and funded by impact fees have caught up with development. The road system reflects Collier's position at the southerly limit of development on Florida's west coast.

MASS TRANSIT

Collier Area Transit (CAT), operated by Collier County Alternative Transportation Modes Department, provides inexpensive alternative transportation throughout the county linking major employment centers of Naples with Marco Island and Immokalee. There are several circulation routes with stops at the County government complex, hospitals, and major shopping establishments. The system accommodates bicycle transport and personal items.

The same County department administers the Collier Area Para Transit system which provides subsidized transportation services for the disabled and economically disadvantaged.

This is a successful and growing system that connects people with jobs, essential services, and shopping while reducing transportation costs and road congestion.

AIRPORTS

Collier County is supported by a system of five public airports. Southwest Florida International Airport (RSW) is located in Lee County 25 miles north of Naples; a 45-minute drive via I-75 from the Collier center of population. This facility serves the five county southwest Florida regions offering domestic and international air carrier service. It is modern, convenient, and has planned expansion to keep up with regional growth.

Naples Municipal Airport (APF) owned by the City of Naples and operated by the independently constituted Naples Airport Authority which derives its revenue principally from fuel sales. This small airport (about 1 sq. mi.) is located one mile east of downtown Naples. It serves the coastal community and is especially convenient to affluent residents who own private aircraft, to the corporate convention business of the large beachfront hotels, and to essential services like mosquito control, Emergency Medical Services (EMS), the Sheriff's office, and private air ambulance services. The two paved runways (5/23 @ 5,290' and 14/32 @ 5,000') will support jets including the G4 and Challenger series. Naples airport is tower controlled and fully certified for commercial operations and is home to several aircraft charter services and flight training schools. In 2005, Naples Municipal Airport accommodated 163,434 aircraft operations, a record high. Annual operations decreased by nearly 50% from 2005 to 2011. The total operations for 2020 were 104,479, which is a 5.2% increase from the previous year. Due to its downtown location, Naples airport has restricted operations of the noisiest jet aircraft and is at the leading edge of noise abatement measures.

The Collier County Airport Authority owns and operates airports at Marco Island, in Everglades City, and at Immokalee. These are primarily funded through fuel sales and hangar leases. Marco Island Airport (MKY) is a very small (64.47 acres) general aviation facility on the mainland four miles northeast of Marco Island. The single paved runway (17/35 @ 5,000') will support light jet traffic. Hanger and ramp space is very limited. Fuel is

available. This airport is convenient to Marco Island residents and to the corporate convention business of the Island hotels. Immokalee Regional Airport (IMM) is one mile east of Immokalee and 35 miles by road northeast of Naples. This 2 square mile airport has two paved 5,000-foot runways (18/36 and 09/27) a third diagonal runway is now used as a weekend drag racing strip. The airport is in the Florida Rural Enterprise Zone and a HUB Empowerment Zone. A 60-acre zone in and around the airport is a designated Foreign Trade Zone. To date, the economic potential of this airport is largely unrealized. However, the field is active as a training destination for coastal-based flight schools, it hosts aerial firefighting and crop-dusting operations, and it bases numerous private aircraft. The Everglades Airpark (X01) is a light duty general aviation facility of 29.14 acres that is within walking distance of downtown Everglades City. The single paved strip (15/33 @ 2,400') supports itinerant coastal traffic and half a dozen-based aircraft. Fuel, a comfortable pilot center and bicycles are available.

The aviation community Is well supported. The greater Naples area is the beneficiary of the winter season influx of corporate executives and affluent individuals who can afford luxury private jet travel.

MARINE TRANSPORTATION

There is no deep-water port and no commercial marine activity other than that associated with commercial fishing, charter sport fishing, and the marine towing services that support the pleasure boat industry. The controlling depth to the municipal dock in Naples Bay is six feet at mean low water. The US Coast Guard maintains a dredged and well-marked intracoastal waterway from the head of Naples Bay to Coon Key southeast of Marco Island. Local geography requires vessels northbound from Naples to transit 30 miles of the Gulf of Mexico before returning to the sheltered intracoastal system at Sanibel Island. According to the Marine Industries Association of Collier County, as of early 2018 there were 57,685 registered vessels in Southwest Florida. In 2022, Florida registered over 1 million recreational boats. Seasonally, excursions from Marco Island to Key West and from Ft. Myers Beach to Key West are scheduled daily.

EDUCATION

The Collier County School District provides public education to about 47,000 students encompassing grades K-12 and employs almost 7,000 people of which 3,200 are teachers. The district has 51 public schools consisting of 31 elementary, 10 middle, 8 high schools, one K-12 (Everglades City School), and 1 virtual school. There are also 12 alternative school programs and two technical colleges, Lorenzo Walker Technical College, and Immokalee Technical College, which offer short term and long-term training to adults and high school students.

Between 2015 and 2020, the school district had an overall population growth of more than 6,000 students but recently student population growth has leveled off and slightly

decreased. The student population is a diverse culture. 55% of students live in homes where English is not the first language. Students come from 76 different countries of origin and speak 104 different languages.

Collier County School District continues to receive an "A" grade by the State of Florida Department of Education. The district and all schools are accredited by the Southern Association of Colleges and Schools Council. Collier County is the leader in Florida in educational technology. It is also a leader in advanced educational programs, offering dual enrollment and Advance Placement courses, Cambridge Advanced International Certificate of Education and Laureate diplomas. Career training is available through 32 career academies.

In addition to the public-school system, there are numerous private schools throughout the county. Approximately, 16% of all K-12 students in Collier County are educated in private schools.

Collier County is also home to several colleges and accredited universities. Three colleges have campuses in Collier County: Ave Maria University, Keiser University and Florida Southwestern State College (formerly Edison Community College). Ave Maria University is a private catholic university that offers both undergraduate and graduate programs including a law school has around 1,245 students. Keiser University is a private university that offers both undergraduate and graduate programs to over 17,990 students throughout 20 campuses in Florida and an online learning program. Florida Southwestern State College with campuses in Naples, Punta Gorda, and Ft. Myers, offers both two-year and four-year degree programs for 14,714 students. Formerly located in Naples, now in Fort Myers, Hodges University is a private four-year college that offers bachelor's and master's degrees in 20 disciplines for around 1,676 students. Nearby Florida Gulf Coast University (located in southern Lee County) is one of the state's fastest growing institutions and home to over 16,000 students.

CONCLUSION

At the southerly limit of urban development on Florida's west coast, Collier County offers the climate, natural resources, and sporting opportunities to support a superb retirement community. The quality of infrastructure, schools, and social services is what one would expect of such an area. We are experiencing a surge in new development projected to take us through the next several years. In the long term, the attractions of the climate and location, and the stability of fixed-account affluence promise continuing prosperity although probably without the strong emphasis on new development.

MARKET AREA

Market Area is defined as:

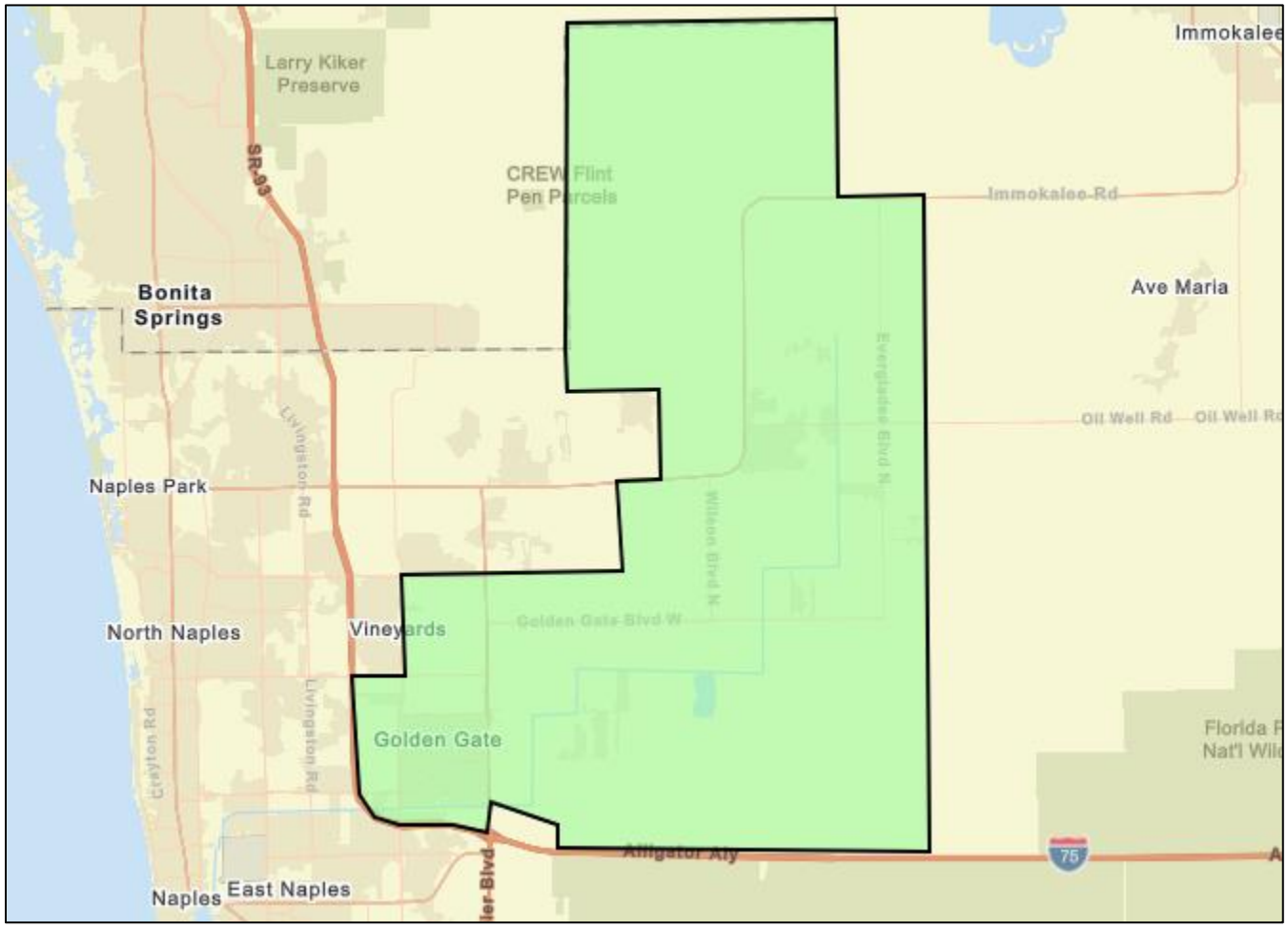
"The geographic region from which a majority of demand comes and in which the majority of competition is located." (*The Dictionary of Real Estate Appraisal 7th Edition*)

"A market area is defined in terms of the market for a specific category of real estate and thus is the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users." (*The Appraisal of Real Estate 15th Edition*)

A market area includes those surrounding land uses which impact the value of a property and it can encompass one or more neighborhoods or districts. An appraiser focuses on the market area in analyzing subject property value influences.

BOUNDARIES

The subject property is located within the Golden Gate area of Collier County. For appraisal purposes, the Golden Gate or market area boundaries are shown below:



Introduction

The portion of Golden Gate within this market area is approximately 157 square miles in size. Three separate land uses are worth noting. Golden Gate City, which is not incorporated, is a 4-square mile development of high residential density consisting of both single-family and multifamily units. Commercial services for this market area are centralized here. The rural estates consist of approximately 116 square miles and is zoned for estate living. This low-density development serves a rural lifestyle desired by many in the area. A third area, Orange Blossom PUD located on Immokalee Road, is a 4-square mile residential subdivision with commercial support near the Immokalee Road and Randall Boulevard intersection. It is approximately 80% developed with primarily single-family units. Collier County Fairgrounds, a high school, middle school, and elementary school are located here.

Demographics for Golden Gate City and rural estates will be discussed separately, where appropriate, Data for Orange Blossom PUD will be included in the rural estate's demographics.

Environmental Influences

This area is desired because of mild winter weather and rural lifestyle. Even though it is inland from the coast there is still easy access to miles of beaches. The Naples area is one of the very few in Florida that offers adequate public access to a mainland beach. The subtropical weather allows for year-round recreational opportunities. Boating, swimming, riding ATVs, and camping are popular activities. Bicycling, walking and jogging are supported by an extensive network of connected biking and walking paths. Multiple tennis and pickle ball courts are available, as well as fitness centers.

Golden Gate is known for its clean environment and healthy lifestyle. Residents are drawn to the rural estates because of wooded lots, native vegetation and abundance of wildlife. Agriculture uses are permitted; therefore, equestrian activities are common throughout the estates. Golden Gate City is an urban area served by county parks and a biking/walking path network.

Governmental Influences

This market area, including Golden Gate City, is governed by Collier County Board of County Commissioners which serves as chief legislative body and five constitutional officers: sheriff, clerk of courts, tax collector, supervisor of elections, and property appraiser. County government is managed by a strong county manager structure. Collier County provides services which range from average to high quality. However, Collier County is known for being a difficult county for building and development. The tax burden in Collier County is lower than the national average.

County government has zoning, and comprehensive plan ordinances designed to protect the character and values of property; to protect and enhance economic development; and to maintain and enhance the attractive nature of the area.

Public services include fire protection, solid waste disposal, potable water, sanitary sewer service and storm water drainage. In some areas of Golden Gate Estates where sanitary sewer is not available, septic systems are permitted. Public/private companies proved adequate services for electricity, cable, and internet. Community support facilities such as schools, parks, churches, shopping, and places of employment are all located within this market area.

Collier County Sheriff Department provides a full range of services for Collier County. According to the 2022 statistics listed by the Collier County Sheriff's Office, Collier County has one of the lowest crime rates in Florida. The county averages are representative of conditions in the Golden Gate area.

This market area is served by several arterial roadways. All are six-lane divided highways with landscaped medians. Improvements include street lighting and concrete curb and gutter. North-south arterial roadways include Santa Barbara Boulevard which connects Rattlesnake Hammock Road to Immokalee Road and Collier Boulevard (SR-951) which is a major arterial linking Marco Island in south Collier County with Immokalee Road near the north county line. Development along Collier Boulevard is a mixture of single/multi-family residential, office, light industrial, institutional, and retail.
The Collier Boulevard thoroughfare anchors a grid of arterial roads spaced about 2 miles apart, that serve the greater Naples coastal community which lies to the west and has direct access to I-75.

East-west arterials include Golden Gate Parkway, Pine Ridge Road, and Immokalee Road. Each one provides direct access to Interstate I-75. Development along Pine Ridge Road is mainly developed with single family homes and institutional uses. Golden Gate Parkway and Immokalee Roads have a mixture of single/multi-family residential, office, industrial, institutional, and retail uses. Another east-west arterial is Vanderbilt Beach Road which is a direct connection between the Golden Gate area and the Naples beaches. Construction has begun on the Vanderbilt Beach Road Extension, which will be extended to Wilson Boulevard.

Interstate I-75, which connects Collier County to both North Florida and Florida's east coast, serves this entire market area and access is provided by three interchanges.

The arterial road system is laid out in a grid pattern that provides adequate traffic flow to all areas of the county. Commercial development exists at every major intersection; but the intersections are designed with proper turns lanes and signaling to provide for adequate

traffic movement. The road network easily handles traffic demand in the off-season, May through December. Traffic more than doubles in January, February, March and April because of seasonal residents and tourists. Even with exceptionally heavy traffic, the road network usually handles peak traffic demand without major delays.

The rural estates are served by a grid of residential streets and collector roads. The residential streets, which are two-lane roads with open swales, are located every quarter mile. Most these roads are paved; however, some residential streets located along the eastern edge of this market area have yet to be improved. The residential streets feed into collector roads, which connect to the major arterial highway system. The collector roads include Santa Barbara Boulevard, Golden Gate Boulevard, Wilson Boulevard, Everglades Boulevard, Randall Boulevard and Oil Well Road. They are four to six-lanes in the more populated areas, transitioning to two-lanes in the eastern section of this market area.

Public transportation is provided by a county transit bus service.

Naples Municipal Airport is located outside the market area but is easily accessed by any resident of the area. The airport is City owned but operated by the independent Naples Airport Authority. It serves private and commercial aviation, as well as aviation related activities. It supports government services, such as, Mosquito Control District and Collier County Sheriff's aviation unit.

Located within the market area is the Paradise Sports Complex developed by Collier County. The 60+ acre site is designed with 19 fields to accommodate football, soccer, field hockey, lacrosse, baseball, and others. There is a 13-acre lake with a beachfront, food-truck area, a market space, a large lawn, a championship stadium with seating capacity for 3,500 and an indoor fieldhouse. The total budget for the project was approximately $80 million dollars. Adjacent to the Paradise Sports Complex will be the proposed Great Wolf Lodge South Florida which is projected to be completed in the spring/summer of 2024. The hotel is situated on 20 acres and will feature 500 family-friendly suites and an expansive 100,000-square-foot indoor water park.

Social Influences

Golden Gate City is a diverse community of entry level housing. Residents like the small town feel and consider it a safe place to raise a family. Residential is approximately 95% built out. Rural estates are attractive for their quiet country living while being in close proximity to all that the coastal community has to offer. Build out varies in the rural estates from 95% in the western portion of the market area to 40% or less in the southeastern location. Per US Census Bureau forecasts, the 2022 population is 78,769 with a projected growth to 81,893 (0.78% annual growth) by 2027. This area experiences a lower seasonal population increase during the winter months than other areas of Collier County.

The median age is 36.7 with 73.7% of the population being 54 and younger. The median household income is $83,679. 25.6% have a bachelor's or professional degree and 24.7% have some college education. There is an average degree of community involvement through civic organizations, neighborhood groups, social service organizations and political committees.

The Naples cost of living is 11.9% higher than the average cost of living in the United States. Conversely, Florida has a cost of living that is 1% higher than the US average. Of the 25 locations included in the Economic Policy Institute's dataset for Florida, Naples-Marco Island is the 21st most expensive. In Naples, housing is the category with the highest index (21% above national average), while taxes are the category with the lowest index (15% below national average). (Ref. Careertrends.com; cost of living analysis). Golden Gate has some of the highest density of affordable housing units in Collier County, but because of the high cost of living, home values can still be out of reach for many moving into Collier County.

One of the main driving forces impacting growth in this area is the quality of schools. This market area has 15 public schools: two high schools, three middle schools, nine elementary schools, and three Charter schools. In addition to the public school system, there are three, faith-based private schools.

Economic Influences

The population increased 20.07% over the last 12 years or 1,097 people per year. The population is forecasted to increase an additional 3.97% over the next five years for an average of 625 people per year. This trend is consistent with the past twenty years and should continue into the near future as buildout continues along the eastern edge of this market area. The residential population is dominated by working class and young professional residents. Comparatively, incomes within this market area are less than the county average.

Development trends:

Residential

This market area provides a large range in home values from entry level housing to million-dollar estates and is the greatest source of vacant residential lots in the county. Values in Golden Gate City should remain consistent subject only to general market trends. Values in the eastern rural estates will increase as buildout in the units closest to the coast continues.

The average home value in the market area is $384,105 which is considerably lower than the County's average home value of $567,449. The total number of households in the market area is 27,440, of which, 69.9% are owner occupied, 22.8% renter occupied and 7.3% vacant. Vacancy includes seasonal rentals.

Demographic and Income Profile

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

Summary	Census 2010	Census 2020	2022	2027
Population	65,603	76,814	78,769	81,893
Households	20,686	24,657	25,445	26,657
Families	16,441	-	20,032	20,963
Average Household Size	3.17	3.11	3.09	3.07
Owner Occupied Housing Units	14,627	-	19,181	20,466
Renter Occupied Housing Units	6,059	-	6,263	6,191
Median Age	34.6	-	36.7	37.6

Trends: 2022-2027 Annual Rate	Area	State	National
Population	0.78%	0.61%	0.25%
Households	0.93%	0.62%	0.31%
Families	0.91%	0.59%	0.28%
Owner HHs	1.31%	0.83%	0.53%
Median Household Income	4.18%	3.75%	3.12%

	2022		2027	
Households by Income	Number	Percent	Number	Percent
<$15,000	1,229	4.8%	876	3.3%
$15,000 - $24,999	1,119	4.4%	796	3.0%
$25,000 - $34,999	1,659	6.5%	1,379	5.2%
$35,000 - $49,999	2,554	10.0%	2,230	8.4%
$50,000 - $74,999	4,619	18.2%	3,658	13.7%
$75,000 - $99,999	3,703	14.6%	3,584	13.4%
$100,000 - $149,999	6,388	25.1%	8,322	31.2%
$150,000 - $199,999	2,305	9.1%	3,406	12.8%
$200,000+	1,868	7.3%	2,406	9.0%
Median Household Income	$83,679		$102,713	
Average Household Income	$105,424		$124,226	
Per Capita Income	$34,223		$40,693	

	Census 2010		2022		2027	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	4,921	7.5%	5,074	6.4%	5,291	6.5%
5 - 9	4,949	7.5%	5,351	6.8%	5,439	6.6%
10 - 14	5,294	8.1%	5,676	7.2%	5,878	7.2%
15 - 19	5,138	7.8%	5,111	6.5%	5,259	6.4%
20 - 24	4,232	6.5%	4,786	6.1%	4,442	5.4%
25 - 34	8,632	13.2%	11,602	14.7%	11,344	13.9%
35 - 44	10,262	15.6%	10,244	13.0%	11,793	14.4%
45 - 54	10,417	15.9%	10,264	13.0%	9,656	11.8%
55 - 64	6,320	9.6%	10,205	13.0%	10,092	12.3%
65 - 74	3,487	5.3%	6,659	8.5%	7,925	9.7%
75 - 84	1,597	2.4%	3,086	3.9%	3,837	4.7%
85+	355	0.5%	714	0.9%	937	1.1%

	Census 2010		Census 2020		2022		2027	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent	Number	Percent
White Alone	51,980	79.2%	38,769	50.5%	38,671	49.1%	37,370	45.6%
Black Alone	6,041	9.2%	6,545	8.5%	6,536	8.3%	6,541	8.0%
American Indian Alone	327	0.5%	601	0.8%	639	0.8%	697	0.9%
Asian Alone	721	1.1%	927	1.2%	963	1.2%	1,019	1.2%
Pacific Islander Alone	11	0.0%	17	0.0%	17	0.0%	17	0.0%
Some Other Race Alone	4,681	7.1%	10,218	13.3%	10,532	13.4%	11,498	14.0%
Two or More Races	1,843	2.8%	19,737	25.7%	21,411	27.2%	24,751	30.2%
Hispanic Origin (Any Race)	27,517	41.9%	35,803	46.6%	37,456	47.6%	40,417	49.4%

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

April 27, 2023

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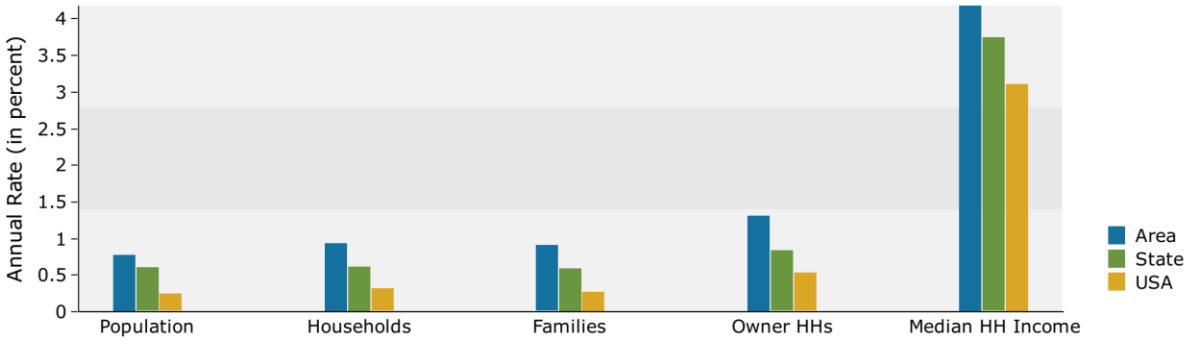
Demographic and Income Profile

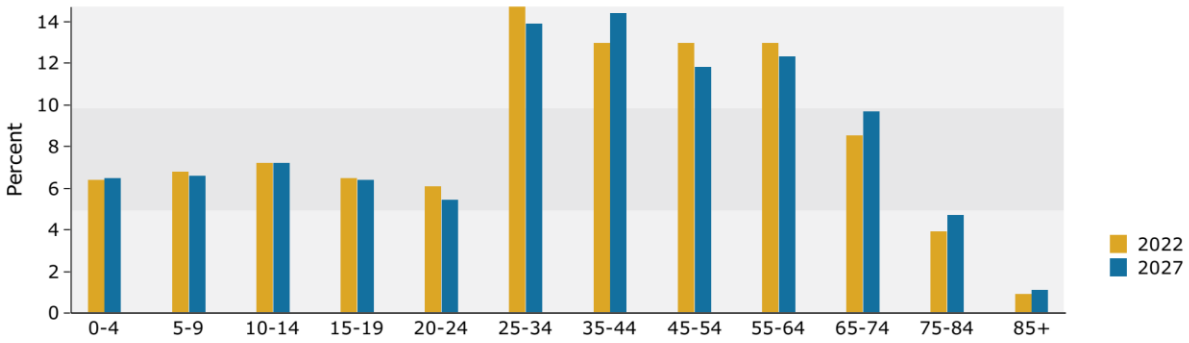
Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

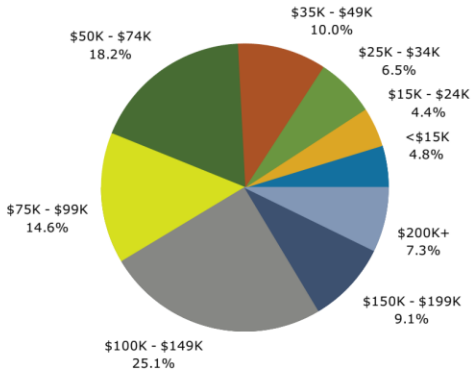
Trends 2022-2027



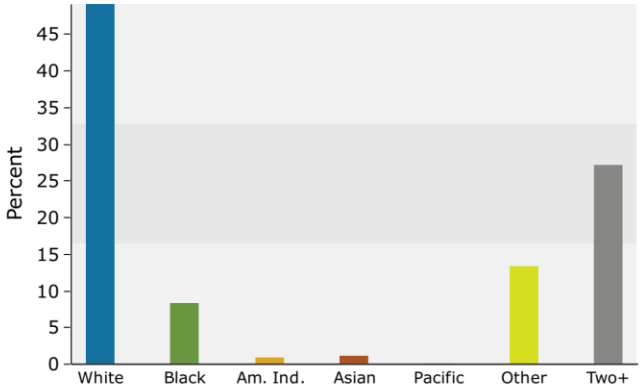
Population by Age



2022 Household Income



2022 Population by Race



2022 Percent Hispanic Origin:47.6%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

April 27, 2023

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Commercial

Commercial development can be categorized into four different groups. Primary commercial is in Golden Gate City. Second group is newer construction at the arterial road intersections. Third is neighborhood commercial within the rural estates. Fourth is the industrial commerce park near Collier Boulevard and the I-75 interchange.

Golden Gate City is the commercial center serving this market area. Santa Barbara Boulevard, north of Golden Gate Parkway, has a mixture of multi-family residential and commercial along the east side of the road. Commercial consists of older single story, single user buildings and 4 to 8 unit retail plazas. Businesses include daycare/ preschools, neighborhood food mart and gas stations, construction company offices, barber shops and beauty salons and small restaurants. Golden Gate Parkway has a mixture of multi-family and commercial development along both sides of the roadway. Newer commercial consists of CVS and Walgreens, carwashes, bank branches and national fast food restaurants. There are three older shopping centers, anchored by Winn Dixie and by Ace Hardware. Single story commercial structures and strip centers house neighborhood businesses such as barber shops and beauty salons, florists and jewelers; veterinary services and family medical clinics; and small locally-run restaurants and food marts. Several businesses consist of automotive support such as gas stations, oil chance and car washes. Professional services are primarily located in executive suites located near Santa Barbara Boulevard.

The Quality Inn Hotel & Golf Course located at the southwest corner of Golden Gate Parkway and Collier Boulevard was purchased by Collier County in 2019. A lease agreement was signed with BigShots Golf in May 2021 who planned to redevelop the 165 acres with a 12-hole public golf course and a BigShots entertainment facility. The project has still not yet broke ground.

Commercial frontage along the west side of Collier Boulevard south of Green Boulevard is very similar to commercial along Golden Gate Parkway in building size, age and use. The exception is that there is a greater density of national food chains. The second-tier commercial properties, without major road frontage, are developed with single story warehouse-type structures housing service-oriented businesses.

Newer commercial development is located along Collier Boulevard where it intersects Pine Ridge Road and Vanderbilt Beach Road. Each intersection has a shopping center anchored by either a Publix or Winn-Dixie supermarket. Out parcel development includes bank branches and gas station/convenience stores and national pharmacies.

Commercial development in the rural estates is limited because residents have orchestrated an ongoing effort to prohibit commercial development in the residential areas. The only neighborhood commercial locations are at the intersection of Wilson Boulevard and Golden

Gate Boulevard, Everglades Boulevard and Golden Gate Boulevard, and at Randall Boulevard and Immokalee Road.

The Randall Boulevard and Immokalee Road intersection is where the majority of commercial development is occurring. There is a Publix anchored shopping center on the east side of the road. Located along the western curve of Immokalee Road is approximately 50 acres that is current being developed and will be known as Randall at Orangetree. Upon completion, the development will include a 400-unit apartment complex and about 350,000 square feet of commercial space.

Industrial

Industrial/commercial developments are in the northeast quadrant of I-75 and Collier Boulevard interchange. White Lake Industrial Corp Park is one of Collier County's three primary industrial parks. The White Lake Industrial Park contains 144.4 acres and is approved for 7.80 acres of commercial and 77 acres of industrial. White Lake consists of newer, good quality flex and warehouse properties and it is home to some of the largest manufacturing facilities within the county. It is approximately 85-90% built-out.

City Gate Commerce Center contains 288 acres zoned for 2,950,000 S.F. of commercial, light industry, office, warehouse and distribution. The site has over 3,000 feet of frontage on Collier Boulevard where a gas station, a 102 room Spring Hill Marriott Hotel and a 100 room Fairfield Inn Marriott have been constructed. The Paradise Sports Complex was also recently completed. A developer (Uline) recently completed the development of a 936,950-square-foot Distribution Center on approximately 102.68 acres of land within City Gate. There is also an Amazon Distribution Center near the corner of Davis and Collier Blvd.

Medical

None of Collier County's major medical facilities are located within this market area. The only major medical center/hospital servicing this area is the Physicians Regional Medical Center located along Pine Ridge Road, just east of Interstate 75. This is a 201-bed facility and is one of the county's four major medical centers. The hospital offers a 24-hour emergency department that provides a full range of traditional emergency services. An additional NCH emergency room facility was completed at the northeast corner of Collier Boulevard and Immokalee Road. This is a two-story 19 room, state of the art emergency room with additional medical space for practicing physicians. The facility was built to help service the rural estates and all the new residential units being constructed along Collier Boulevard and Immokalee Road. Physicians Regional recently completed a similar facility at the southeast corner to serve all the new residential development along Immokalee Road and the Golden Gates Estates community. Encompass Health Rehabilitation Hospital of Naples is a recently completed 50-bed rehabilitation hospital along Collier Boulevard, north of Vanderbilt Beach Road.



Business Summary

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

Data for all businesses in area		
Total Businesses:	1,994	
Total Employees:	10,885	
Total Residential Population:	78,769	
Employee/Residential Population Ratio (per 100 Residents)	14	

	Businesses		Employees	
by SIC Codes	Number	Percent	Number	Percent
Agriculture & Mining	116	5.8%	667	6.1%
Construction	376	18.9%	1,569	14.4%
Manufacturing	20	1.0%	266	2.4%
Transportation	71	3.6%	273	2.5%
Communication	8	0.4%	57	0.5%
Utility	3	0.2%	18	0.2%
Wholesale Trade	44	2.2%	165	1.5%
Retail Trade Summary	287	14.4%	2,022	18.6%
Home Improvement	35	1.8%	145	1.3%
General Merchandise Stores	11	0.6%	49	0.5%
Food Stores	38	1.9%	503	4.6%
Auto Dealers, Gas Stations, Auto Aftermarket	20	1.0%	101	0.9%
Apparel & Accessory Stores	15	0.8%	44	0.4%
Furniture & Home Furnishings	23	1.2%	96	0.9%
Eating & Drinking Places	70	3.5%	694	6.4%
Miscellaneous Retail	75	3.8%	389	3.6%
Finance, Insurance, Real Estate Summary	139	7.0%	579	5.3%
Banks, Savings & Lending Institutions	22	1.1%	108	1.0%
Securities Brokers	18	0.9%	66	0.6%
Insurance Carriers & Agents	32	1.6%	87	0.8%
Real Estate, Holding, Other Investment Offices	67	3.4%	317	2.9%
Services Summary	692	34.7%	5,016	46.1%
Hotels & Lodging	3	0.2%	28	0.3%
Automotive Services	36	1.8%	112	1.0%
Motion Pictures & Amusements	46	2.3%	232	2.1%
Health Services	59	3.0%	936	8.6%
Legal Services	21	1.1%	160	1.5%
Education Institutions & Libraries	37	1.9%	1,709	15.7%
Other Services	490	24.6%	1,839	16.9%
Government	15	0.8%	223	2.0%
Unclassified Establishments	221	11.1%	29	0.3%
Totals	1,994	100.0%	10,885	100.0%

Source: Copyright 2022 Data Axle, Inc. All rights reserved. Esri Total Residential Population forecasts for 2022.
Date Note: Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

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Business Summary

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

by NAICS Codes	Businesses Number	Businesses Percent	Employees Number	Employees Percent
Agriculture, Forestry, Fishing & Hunting	7	0.4%	17	0.2%
Mining	2	0.1%	11	0.1%
Utilities	0	0.0%	1	0.0%
Construction	398	20.0%	1,629	15.0%
Manufacturing	29	1.5%	286	2.6%
Wholesale Trade	40	2.0%	159	1.5%
Retail Trade	204	10.2%	1,271	11.7%
Motor Vehicle & Parts Dealers	18	0.9%	86	0.8%
Furniture & Home Furnishings Stores	8	0.4%	22	0.2%
Electronics & Appliance Stores	8	0.4%	56	0.5%
Bldg Material & Garden Equipment & Supplies Dealers	35	1.8%	145	1.3%
Food & Beverage Stores	34	1.7%	473	4.3%
Health & Personal Care Stores	19	1.0%	280	2.6%
Gasoline Stations	1	0.1%	15	0.1%
Clothing & Clothing Accessories Stores	20	1.0%	54	0.5%
Sport Goods, Hobby, Book, & Music Stores	5	0.3%	13	0.1%
General Merchandise Stores	11	0.6%	49	0.5%
Miscellaneous Store Retailers	24	1.2%	74	0.7%
Nonstore Retailers	19	1.0%	5	0.0%
Transportation & Warehousing	67	3.4%	235	2.2%
Information	17	0.9%	95	0.9%
Finance & Insurance	73	3.7%	267	2.5%
Central Bank/Credit Intermediation & Related Activities	23	1.2%	113	1.0%
Securities, Commodity Contracts & Other Financial	18	0.9%	66	0.6%
Insurance Carriers & Related Activities; Funds, Trusts &	32	1.6%	87	0.8%
Real Estate, Rental & Leasing	67	3.4%	269	2.5%
Professional, Scientific & Tech Services	171	8.6%	741	6.8%
Legal Services	23	1.2%	164	1.5%
Management of Companies & Enterprises	6	0.3%	66	0.6%
Administrative & Support & Waste Management & Remediation	205	10.3%	938	8.6%
Educational Services	43	2.2%	1,717	15.8%
Health Care & Social Assistance	84	4.2%	1,167	10.7%
Arts, Entertainment & Recreation	38	1.9%	229	2.1%
Accommodation & Food Services	76	3.8%	745	6.8%
Accommodation	3	0.2%	28	0.3%
Food Services & Drinking Places	72	3.6%	717	6.6%
Other Services (except Public Administration)	232	11.6%	790	7.3%
Automotive Repair & Maintenance	25	1.3%	70	0.6%
Public Administration	15	0.8%	223	2.0%
Unclassified Establishments	221	11.1%	29	0.3%
Total	1,994	100.0%	10,885	100.0%

Source: Copyright 2022 Data Axle, Inc. All rights reserved. Esri Total Residential Population forecasts for 2022.
Date Note: Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

April 27, 2023

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Construction, education, and retail trade dominate the market area business sector.

MARKET AREA LIFE CYCLE

Market areas often pass through a four-stage life cycle of growth, stability, decline, and revitalization.

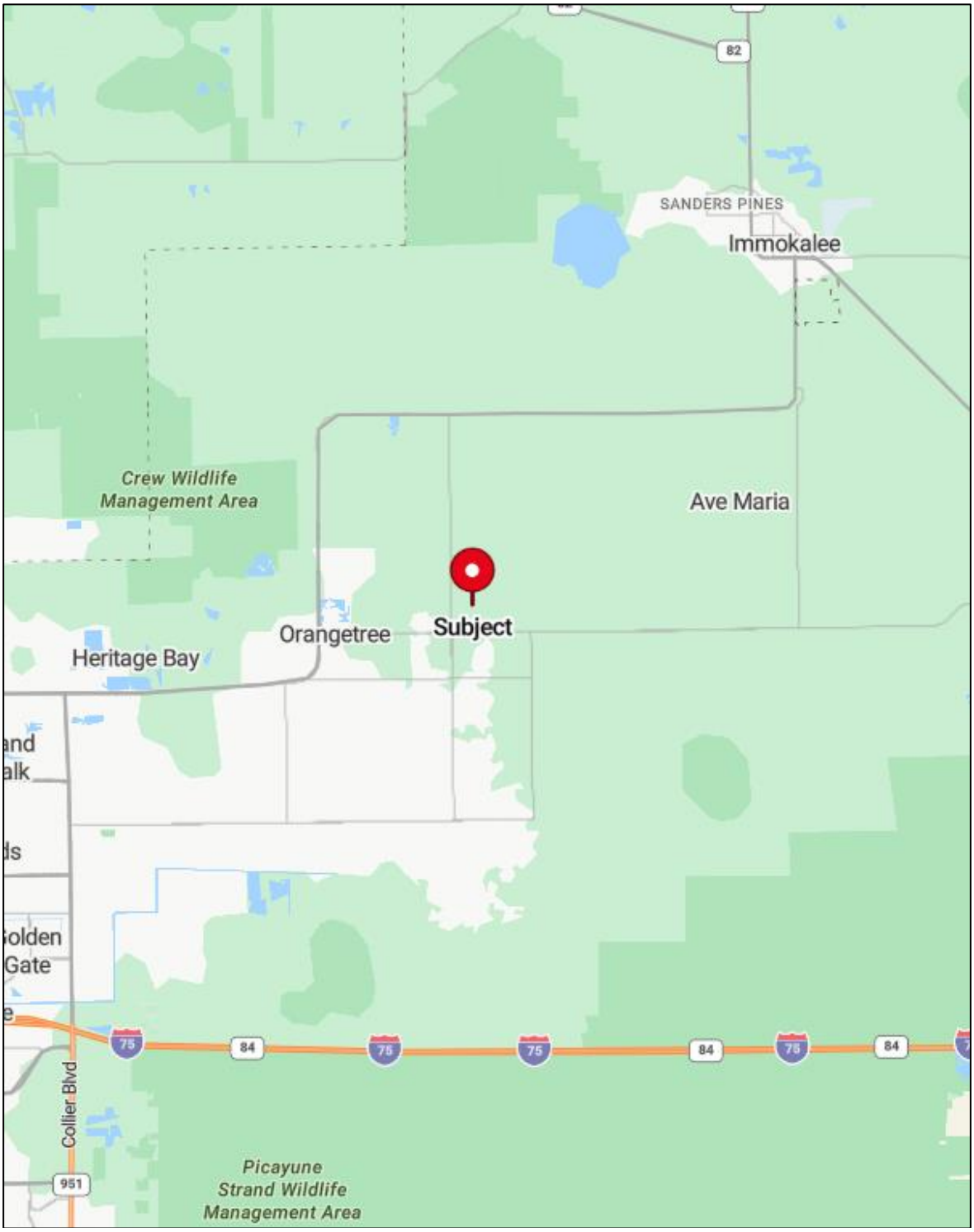
- **Growth – A period during which the market area gains public favor and acceptance.**
- **Stability – A period of equilibrium without marked gains or losses.**
- **Decline – A period of diminishing demand**
- **Revitalization – A period of renewal, redevelopment, modernization and increasing demand.**

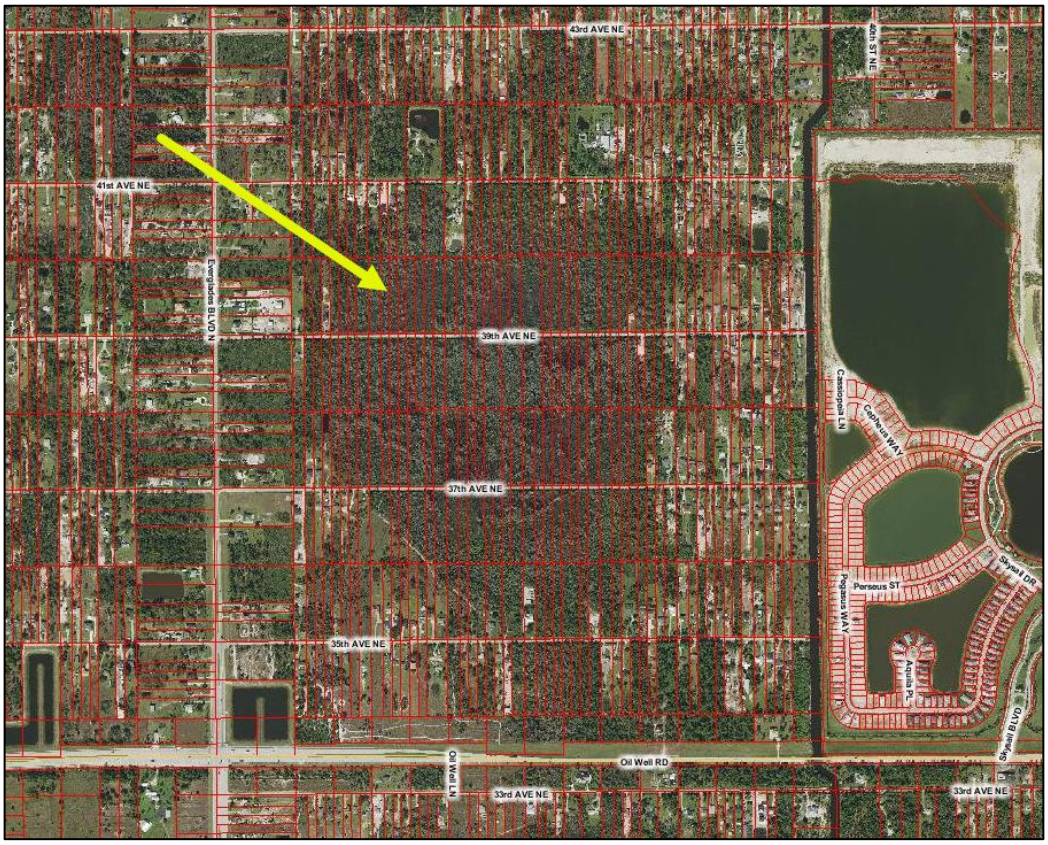
Most of the real estate activity in Golden Gate reflects the growth cycle. The residential and commercial markets continue to be strong. The growth cycle is expected to continue into the near future. Because of the age of the structures, the western portion and the city center are just beginning to experience some revitalization.

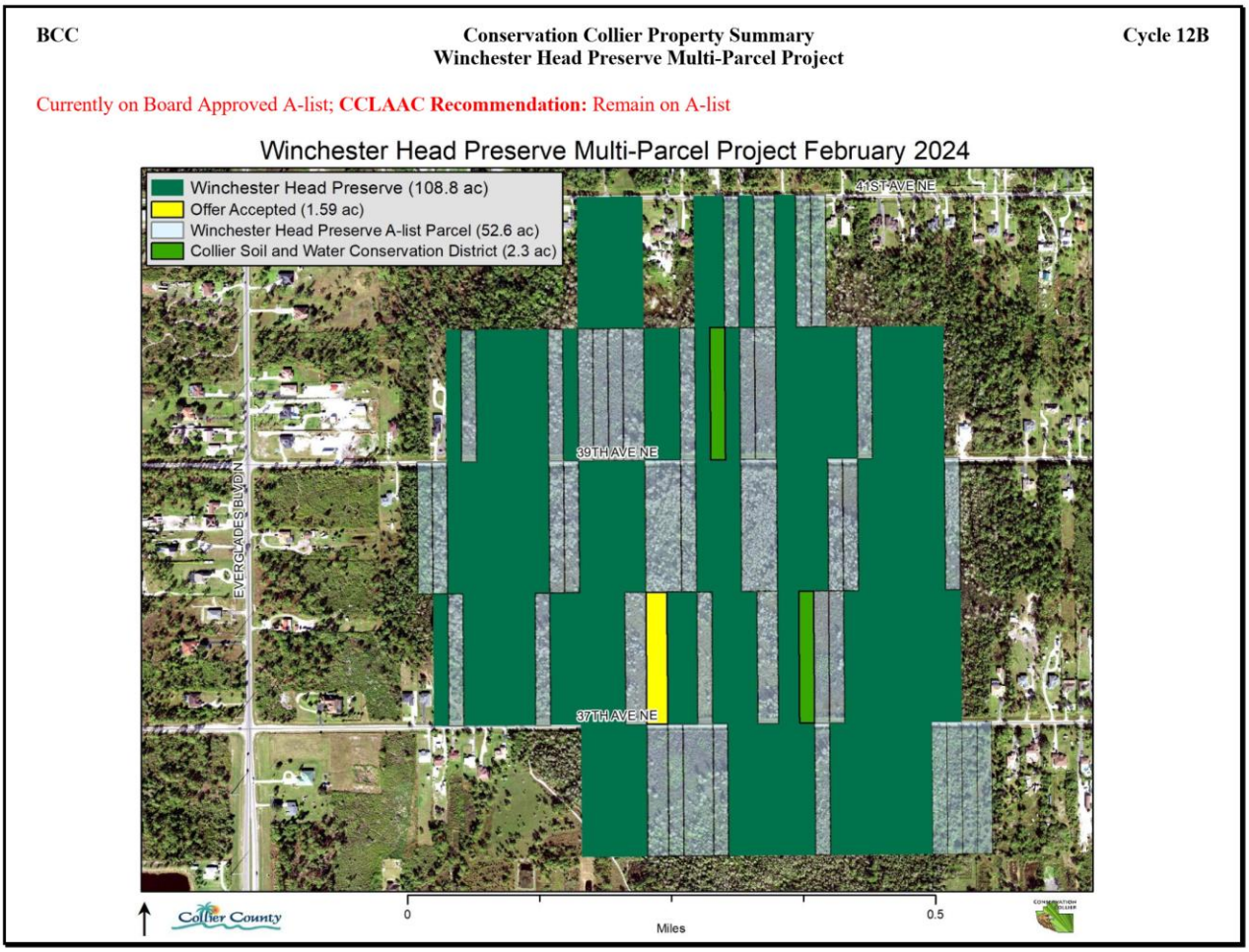
CONCLUSION

This continues to be one of the most affordable market areas in Collier County. The houses within the city center provide entry level housing and the rural area satisfies the desire for larger lot sizes and rural lifestyle. A well-designed road network provides easy access to jobs serving the coastal community; coastal beaches and water activities; entertainment endeavors; and commercial and medical services. This area appeals to a cross section of the population but primarily to working-class families. Development continues to push north and east where vacant lots still exist. Golden Gate will likely continue to enjoy a healthy growth while maintaining its affordability.

PROPERTY INFORMATION




43rd AVE NE
40th ST NE
41st AVE NE
Everglades BLVD N
39th AVE NE
Cassiopeia LN
Cepheus WAY
37th AVE NE
Perseus ST
Pegasus WAY
35th AVE NE
Andromeda PL
Skynet BLVD
Oil Well RD
Oil Well LN
33rd AVE NE
33rd AVE NE

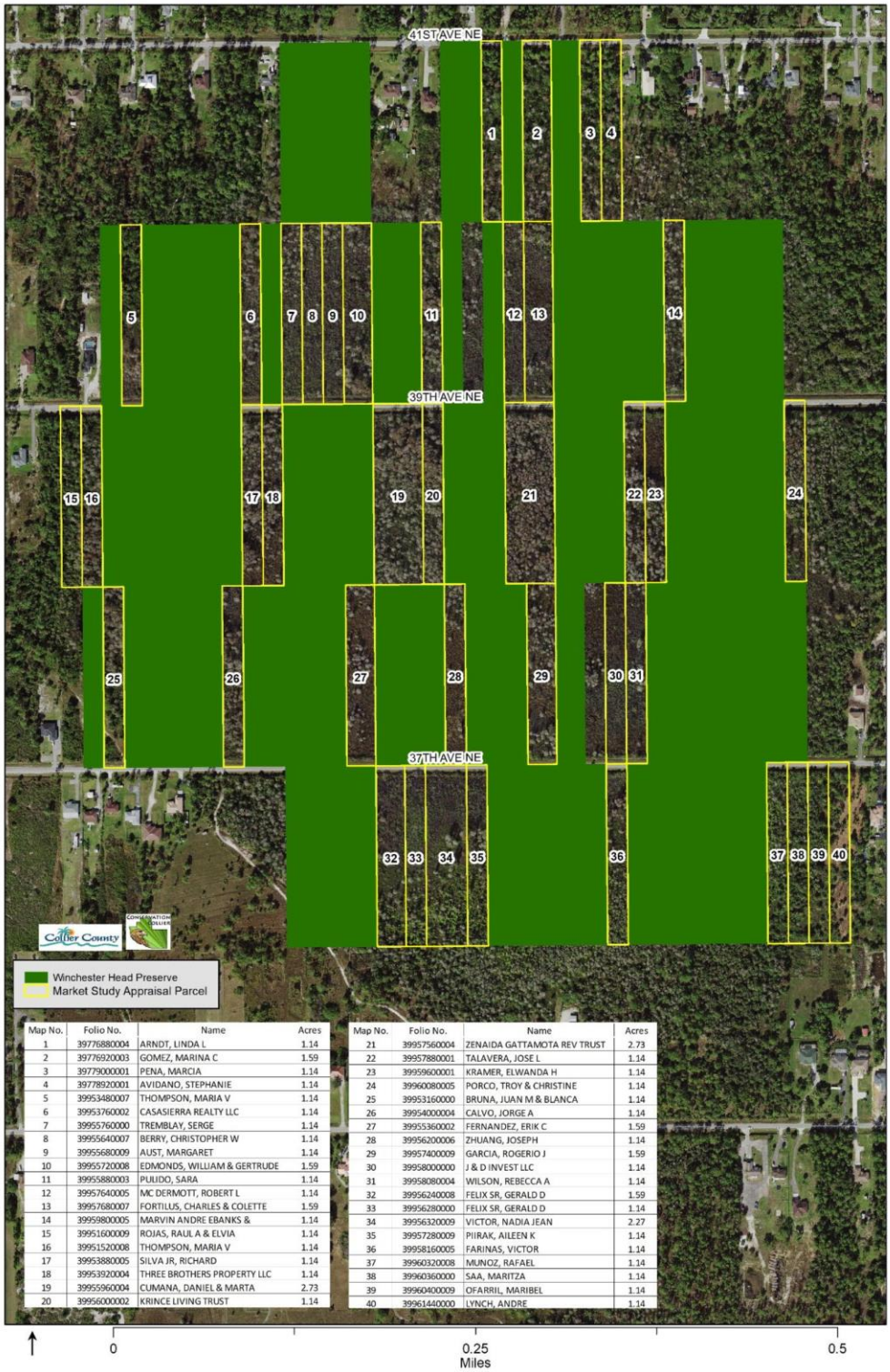


SITE DESCRIPTION – WINCHESTER HEAD PRESERVE	
Summary	Winchester Head consists of a total of 120 parcels or a total of 165.29 acres. The parcels are located in northern Golden Gate Estates, east of Everglades Boulevard and north of Oil Well Road and stretch from south side of 37th Avenue NE to the north side of 41st Avenue NE.
Parcel ID#& Owners	There are a total of 40 parcels or a total of approximately 52.60 acres that Collier County is considering acquiring. A complete list of the parcels is included in the addendum of the report.
Size	The remaining parcels range in size from 1.14 to 2.73 acres.
Shape	All the parcels are rectangular in shape.
Access	All parcels have legal and physical access along paved roads. The parcels are accessible from 37th Avenue NE, 39th Avenue NE, and 41st Avenue NE via Everglades Boulevard.
Topography	The properties are generally level.

Ground Cover	The majority of the properties are covered in native and exotic vegetation and have never been cleared. I was provided with a Conservation Collier Property Summary Winchester Head Preserve Multi Parcel Project dated February 2024. The parcels are primarily freshwater marsh and cypress.
Utilities	Electricity, telephone and TV cable are available. The properties are serviced by well and septic.

Attachment 1.a. – Map of Winchester Head Project Area

Winchester Head Preserve - March 2024

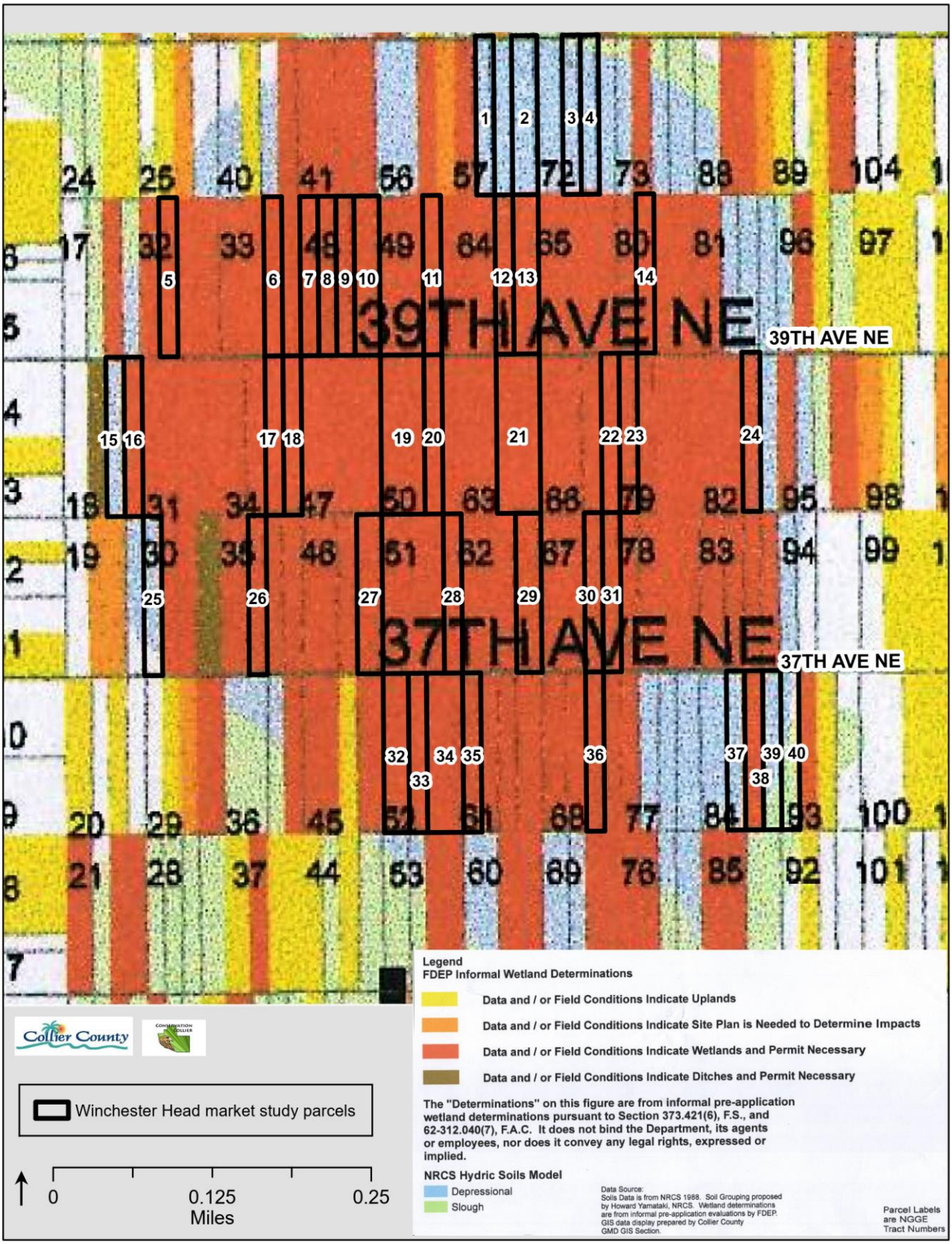


Map No.	Folio No.	Name	Acres
1	39776880004	ARNDT, LINDA L	1.14
2	39776920003	GOMEZ, MARINA C	1.59
3	39779000001	PENA, MARCIA	1.14
4	39778920001	AVIDANO, STEPHANIE	1.14
5	39953480007	THOMPSON, MARIA V	1.14
6	39953760002	CASASIERRA REALTY LLC	1.14
7	39955760000	TREMBLAY, SERGE	1.14
8	39955640007	BERRY, CHRISTOPHER W	1.14
9	39955680009	AUST, MARGARET	1.14
10	39955720008	EDMONDS, WILLIAM & GERTRUDE	1.59
11	39955880003	PULIDO, SARA	1.14
12	39957640005	MC DERMOTT, ROBERT L	1.14
13	39957680007	FORTILUS, CHARLES & COLETTE	1.59
14	39959800005	MARVIN ANDRE EBANKS &	1.14
15	39951600009	ROJAS, RAUL A & ELVIA	1.14
16	39951520008	THOMPSON, MARIA V	1.14
17	39953880005	SILVA JR, RICHARD	1.14
18	39953920004	THREE BROTHERS PROPERTY LLC	1.14
19	39955960004	CUMANA, DANIEL & MARTA	2.73
20	39956000002	KRINCE LIVING TRUST	1.14

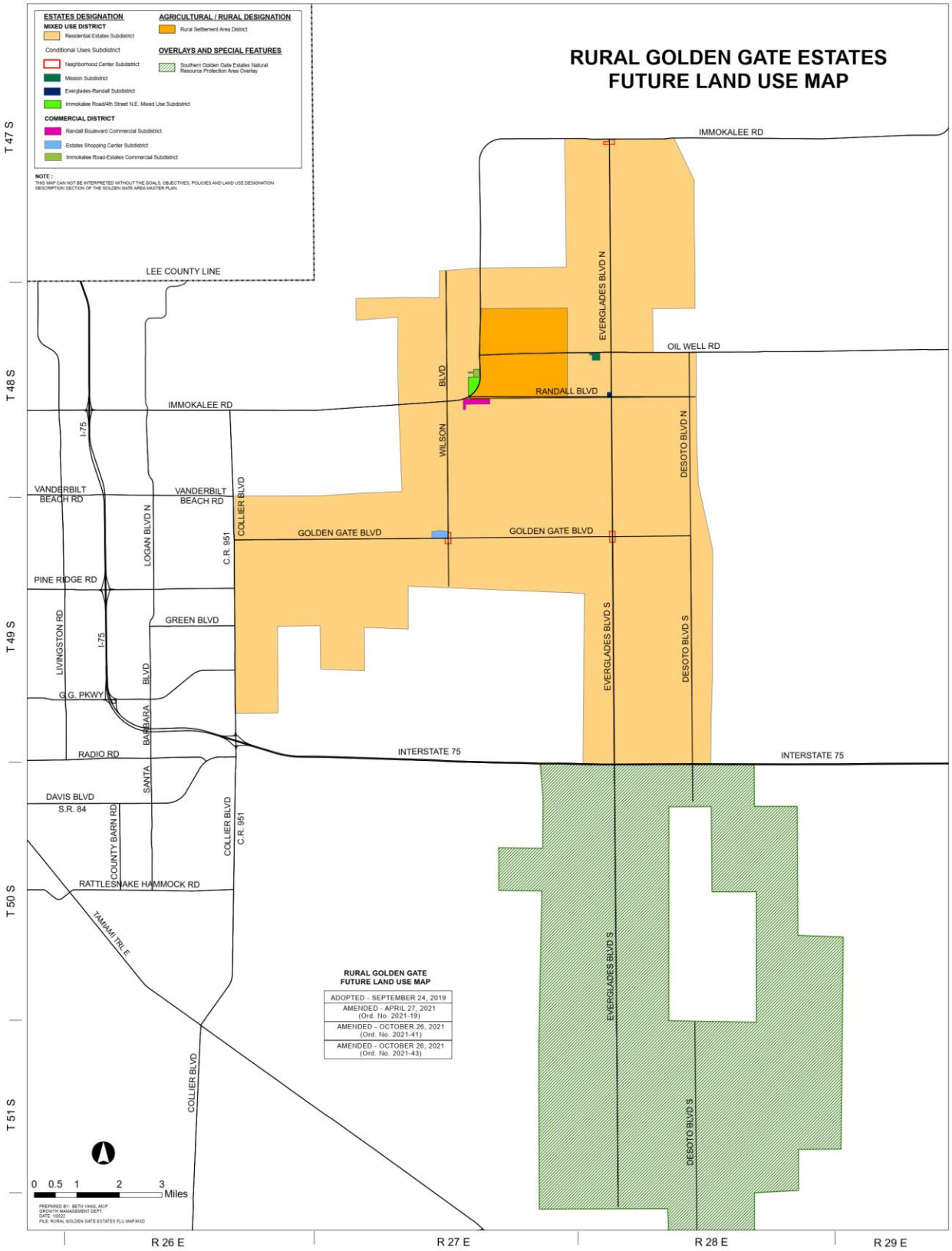
Map No.	Folio No.	Name	Acres
21	39957560004	ZENAIDA GATTAMOTA REV TRUST	2.73
22	39957880001	TALAVERA, JOSE L	1.14
23	39959600001	KRAMER, ELWANDA H	1.14
24	39960080005	PORCO, TROY & CHRISTINE	1.14
25	39953160000	BRUNA, JUAN M & BLANCA	1.14
26	39954000004	CALVO, JORGE A	1.14
27	39955360002	FERNANDEZ, ERIK C	1.59
28	39956200006	ZHUANG, JOSEPH	1.14
29	39957400009	GARCIA, ROGERIO J	1.59
30	39958000000	J & D INVEST LLC	1.14
31	39958080004	WILSON, REBECCA A	1.14
32	39956240008	FELIX SR, GERALD D	1.59
33	39956280000	FELIX SR, GERALD D	1.14
34	39956320009	VICTOR, NADIA JEAN	2.27
35	39957280009	PIIRAK, AILEEN K	1.14
36	39958160005	FARINAS, VICTOR	1.14
37	39960320008	MUNOZ, RAFAEL	1.14
38	39960360000	SAA, MARITZA	1.14
39	39960400009	OFARRIL, MARIBEL	1.14
40	39961440000	LYNCH, ANDRE	1.14

ENVIRONMENTAL CONTAMINATION	
Observed Contamination	None
Noted Concerns	None
Environmental Assessment Available	No
Impact on Value	None
Disclaimer	Unless otherwise stated in this report, the existence of hazardous substances or environmental conditions including but not limited to asbestos, polychlorinated biphenyls, petroleum leakage, agricultural chemicals, urea formaldehyde insulation, lead paint, toxic mold, et cetera, which might or might not be present in or on the property were not called to the attention of the appraiser. Such tests were not in the appraiser's required scope of work, the appraiser is not qualified to test for such substances and conditions and the appraiser is not qualified to render professional opinions in this specialty area. No responsibility is assumed for any such conditions that might exist, or for the knowledge and expertise required to discover them.

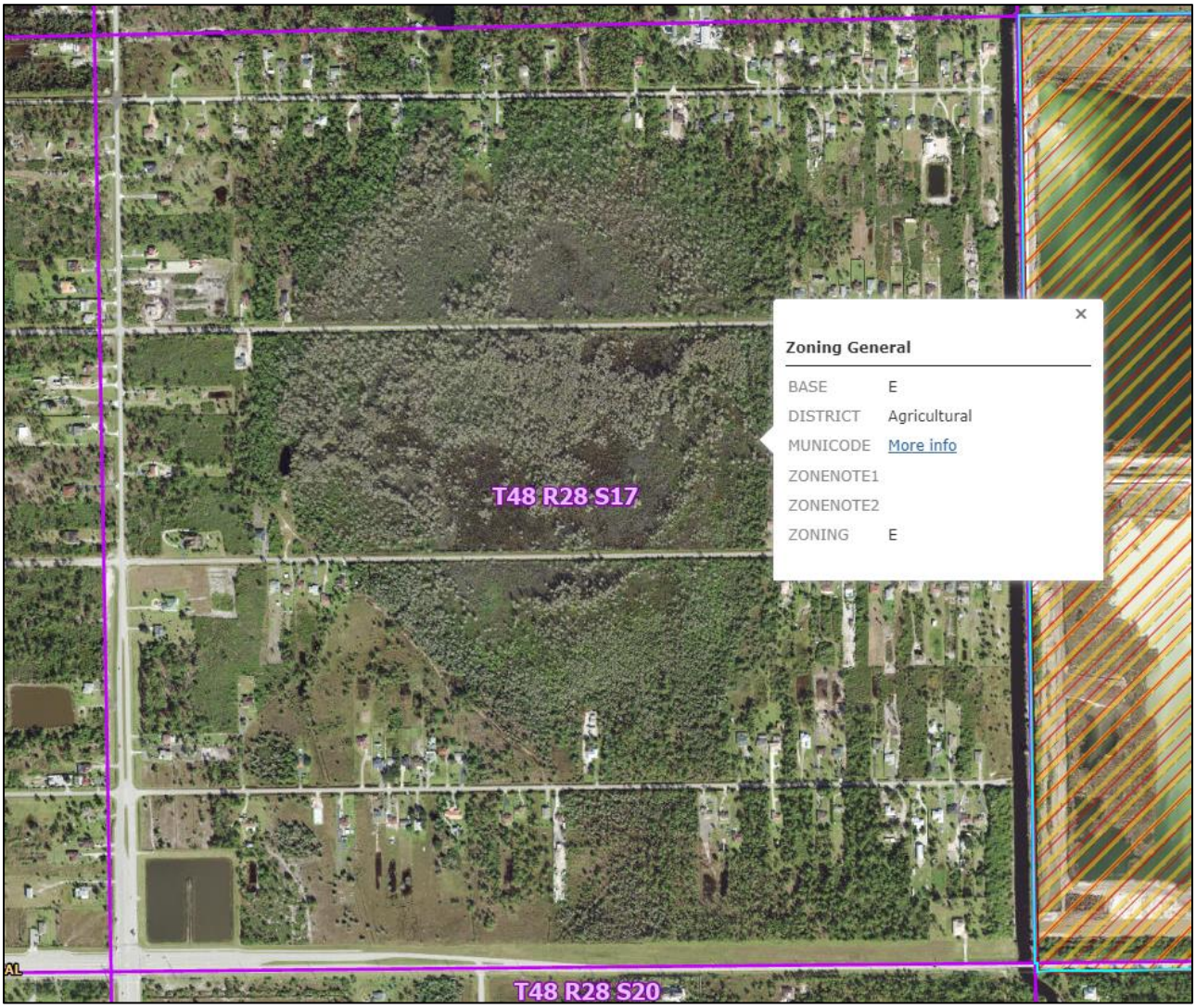
NATURAL RESOURCE CONCERNS	
Condition of subject	The majority of the properties are covered in native and exotic vegetation and have never been cleared. I was provided with a Conservation Collier Property Summary Winchester Head Preserve Multi Parcel Project dated February 2024. The parcels are primarily freshwater marsh and cypress which are considered jurisdictional wetlands. The preserve is used by the Florida Panther and is a habitat for Wood storks. All plant and animal communities are of interest and concern. To a greater or lesser degree depending on the species and the quality of habitat they occupy, plants and animals inhabiting the property will invoke some level of scrutiny and will result in some cost during the permitting process.
Natural Resource Audits Available	Yes
Impact on Value	N/A
Disclaimer	Specialized natural resource audits were not in the appraiser's required scope of work, the appraiser is not qualified to conduct such audits and the appraiser is not qualified to render professional opinions in this specialty area. No responsibility is assumed for any extraordinary natural resource concerns, or for the knowledge and expertise required to discover them.


39TH AVE NE
39TH AVE NE
37TH AVE NE
37TH AVE NE
Collier County
Winchester Head market study parcels
0
0.125
0.25
Miles
Legend
FDEP Informal Wetland Determinations
Data and / or Field Conditions Indicate Uplands
Data and / or Field Conditions Indicate Site Plan is Needed to Determine Impacts
Data and / or Field Conditions Indicate Wetlands and Permit Necessary
Data and / or Field Conditions Indicate Ditches and Permit Necessary
The "Determinations" on this figure are from informal pre-application wetland determinations pursuant to Section 373.421(6), F.S., and 62-312.040(7), F.A.C. It does not bind the Department, its agents or employees, nor does it convey any legal rights, expressed or implied.
NRCS Hydric Soils Model
Depressional
Slough
Data Source:
Soils Data is from NRCS 1988. Soil Grouping proposed by Howard Yamataki, NRCS. Wetland determinations are from informal pre-application evaluations by FDEP. GIS data display prepared by Collier County GMD GIS Section.
Parcel Labels are NGGE Tract Numbers

FUTURE LAND USE	
Ordinance or Plan	Collier County
Future Land Use Designation	GGE- Golden Gate Estates Residential Estates Subdistrict
Purpose of Designation	The Estates Land Use Designation encompasses lands which are already subdivided into semi-rural residential parcels (2.25 acres as an average) essentially consisting of the Golden Gate Estates Subdivision. The area is identified as having potential for population growth far removed from supportive services and facilities. Expansion of the area shall be discouraged. Refer to the Golden Gate Area Master Plan for siting criteria and development standards for specific land uses. Under the Estates future land use designation there is no provision for a conditional use and therefore a conditional use approval requires an amendment to the GGAMP.


RURAL GOLDEN GATE ESTATES
FUTURE LAND USE MAP
ESTATES DESIGNATION
MIXED USE DISTRICT
Residential Estates Subdistrict
Conditional Uses Subdistrict
Neighborhood Center Subdistrict
Mission Subdistrict
Everglades-Randall Subdistrict
Immokalee Road/4th Street N.E. Mixed Use Subdistrict
COMMERCIAL DISTRICT
Randall Boulevard Commercial Subdistrict
Estates Shopping Center Subdistrict
Immokalee Road-Estates Commercial Subdistrict
AGRICULTURAL / RURAL DESIGNATION
Rural Settlement Area District
OVERLAYS AND SPECIAL FEATURES
Southern Golden Gate Estates Natural Resource Protection Area Overlay
NOTE :
THIS MAP CAN NOT BE INTERPRETED WITHOUT THE GOALS, OBJECTIVES, POLICIES AND LAND USE DESIGNATION DESCRIPTION SECTION OF THE GOLDEN GATE AREA MASTER PLAN.
LEE COUNTY LINE
IMMOKALEE RD
OIL WELL RD
RANDALL BLVD
EVERGLADES BLVD N
DESOTO BLVD N
WILSON BLVD
COLLIER BLVD
C.R. 951
VANDERBILT BEACH RD
LOGAN BLVD N
GOLDEN GATE BLVD
PINE RIDGE RD
GREEN BLVD
LIVINGSTON RD
I-75
BARFIELD BLVD
G.G. PKWY
RADIO RD
SANTA
DAVIS BLVD
S.R. 84
COUNTY BARN RD
RATTLESNAKE HAMMOCK RD
TAMIAMI TRL E
EVERGLADES BLVD S
DESOTO BLVD S
INTERSTATE 75
T 47 S
T 48 S
T 49 S
T 50 S
T 51 S
R 26 E
R 27 E
R 28 E
R 29 E
RURAL GOLDEN GATE
FUTURE LAND USE MAP
ADOPTED - SEPTEMBER 24, 2019
AMENDED - APRIL 27, 2021 (Ord. No. 2021-19)
AMENDED - OCTOBER 26, 2021 (Ord. No. 2021-41)
AMENDED - OCTOBER 26, 2021 (Ord. No. 2021-43)
0 0.5 1 2 3 Miles
PREPARED BY: BETH YANG, AICP
GROWTH MANAGEMENT DEPT.
DATE: 10/2/22
FILE: RURAL GOLDEN GATE ESTATES FLU MAP.MXD

ZONING	
Ordinance or Land Development Code	Collier County
Zoning	E- Estates
Purpose or Intent of Zoning	The subject is zoned "E" – Estates District. The purpose and intent of the Estates district is to provide lands for low density residential development in a semi-rural to rural environment. In addition, several conditional uses including churches, social and fraternal organizations, child care centers, private schools, and group care facilities are available under conditional use provisions. Permitted uses include single-family dwellings and Family Care Facilities, and public schools. Conditional uses permissible in the Estates district include churches and other places of worship, social and fraternal organizations, child and adult care centers, schools and group care facilities. These conditional uses are strictly regulated. Below are the development requirements as set forth in the Estate Zoning District: Minimum Lot Area: 98,010 square feet or 2.25 acres Minimum Lot Width: 150 feet Minimum Front Yard Setback: 75 feet minimum Minimum Side Yard Setback: 30 feet Minimum Rear Yard Setback: 75 feet Maximum Building Height: 30 feet
Overlay District	None.


Zoning General
BASE E
DISTRICT Agricultural
MUNICODE More info
ZONENOTE1
ZONENOTE2
ZONING E
T48 R28 S17
T48 R28 S20

HIGHEST AND BEST USE

DEFINITION

The Dictionary of Real Estate Appraisal, 7th Edition, published 2022 by the Appraisal Institute, defines Highest and Best Use as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

METHOD

There are four criteria that must be met in order for a use to be the highest and best use for a given property. The highest and best use must be:

- Legally permissible.
- Physically Possible.
- Financially feasible.
- Maximally productive.

Ordinarily these criteria are considered sequentially, each step narrowing the range of alternative uses being considered.

ANALYSIS

SITE AS THOUGH VACANT

Legally Permissible – All parcels are zoned E-Estates with a future land use of Residential Estates. The purpose and intent of the E-Estates district is to apply to an area of low-density single-family residences in a semi-rural environment and permits all necessary residential activities as well as the keeping of limited agricultural animals as specified in this division.

Physically Possible: The sites are level and at or slightly below road grade and could be developed as a single-family home sites. The location, surrounding land uses, and the size of the properties suggest some type of single-family use. Due to the potential presence of wetlands on the sites, mitigation could be required to develop single-family residences on some of the properties.

Financially Feasible: The financial feasibility of single-family residential development is good. The single-family residential market continues to be strong, especially new construction. Single-family residential development is financially feasible.

Although it is not an economic use, acquisition of lands in the area by Collier County is encouraged for habitat preservation and conservation.

Maximally Productive: The maximally productive use is that the wetlands be mitigated, and the properties developed with single-family residences, or the properties be purchased for preservation, conservation, and restoration.

CONSIDERATION OF APPROACHES

Only the sales comparison approach is appropriate for these vacant parcels.

SALES COMPARISON APPROACH

INTRODUCTION

In the sales comparison approach, the subject property is compared with similar properties that have sold recently or for which listing prices or offering prices are known. Data from generally similar properties is used, and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market. This approach is particularly strong when comparable sales data is plentiful and there is good conformity among properties in the neighborhood.

Following is the procedure to be followed in developing this approach:

1. Research the market to gather information on sales, listings, and offers to purchase properties similar to the subject.

2. Verify the information as to factual accuracy and arm's-length market considerations.

3. Identify relevant units of comparison and develop a comparative analysis for each unit.

4. Compare the subject with comparable sale properties using elements of comparison and adjust the sale price of each comparable appropriately.

5. Reconcile the various value indicators produced from the analysis of comparables into a single value indication or a range of values.

The outline above is developed in detail on the following pages.

WINCHESTER HEAD PRESERVE

Collier County is interested in determining a per acre value for the various tiers for the Winchester Head Preserve Area to assist them in acquiring parcels for the Conservation Collier land preservation program. The price per acre will be estimated for the various tiers.

Tiers

I. Up to 25% Wetlands
II. 26-50% Wetlands
III. 51-75% Wetlands
IV. 76-100% Wetlands

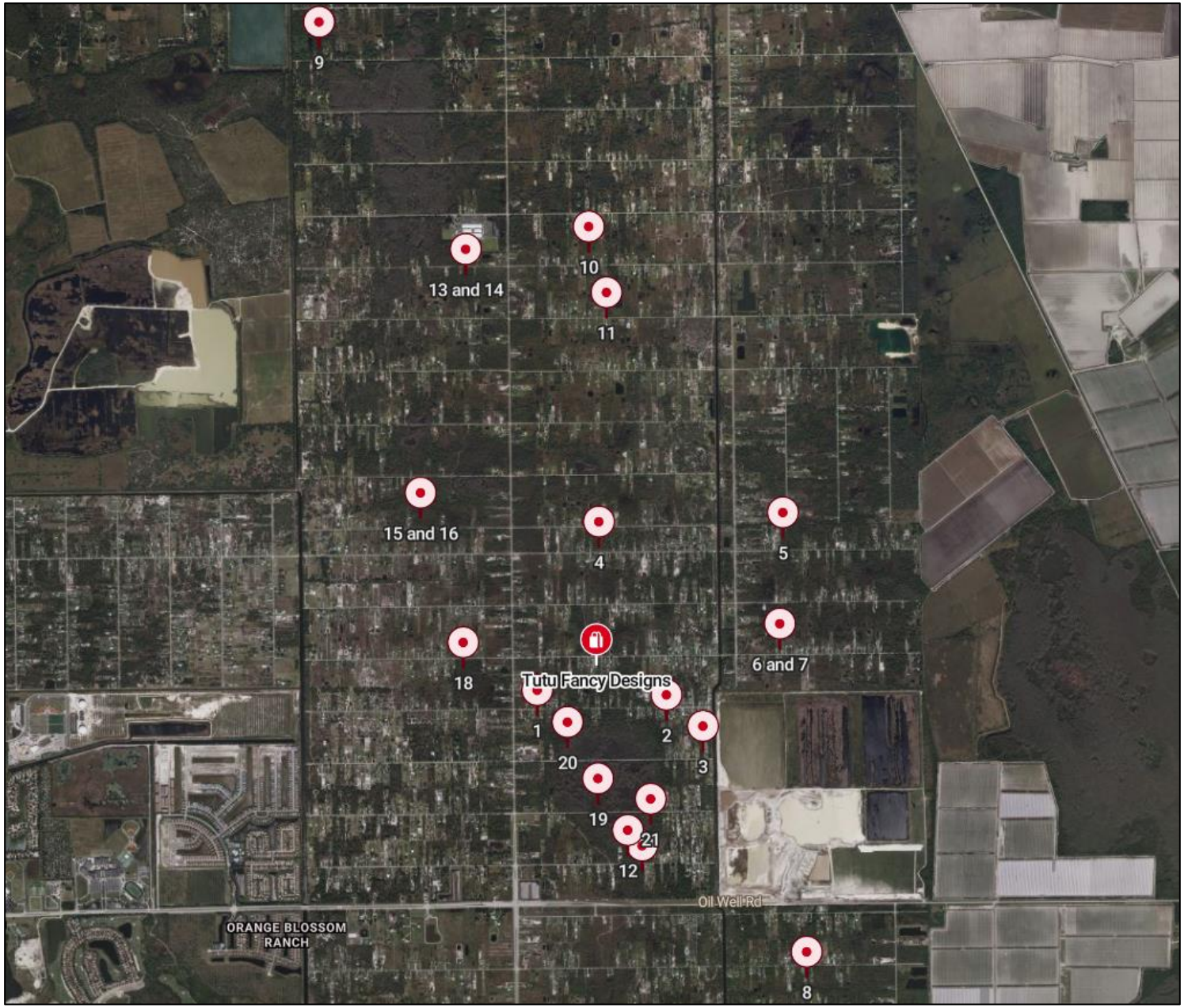
SALES DATA

A search was made for sales of land comparable to the subject parcels. The intention was to find comparable sales in similar locations that offer similar functional utility. A total of 21 comparable sales were identified as the best available for analysis.

Price per acre of gross land area was developed as the unit of comparison, since that is the unit best suited to the analysis, and the one most often utilized by local buyers, sellers, and brokers of land similar to the subject parcel. Due to the location and physical characteristics, I elected to bracket the subject within the range indicated by comparables. This is preferable to a conventional adjustment process where the magnitude of adjustments is likely to be great, and there is little support for specific adjustments.

Comparable land sales grids are given on the following pages. Each comparable is identified by a number which will be used for reference throughout the report. Each comparable is identified on the location map immediately following this page.

LOCATION MAP OF SUBJECT AND VACANT LAND COMPARABLES



LAND SALES ADJUSTMENT GRID – UP TO 25% WETLANDS

ITEM	SUBJECT	COMP #1	COMP #2	COMP #3	COMP #4	COMP #5	COMP #6	COMP #7
PARCEL #		39772680004	39778720007	39781320009	39964040009	39712560003	39713200003	39712080004
PROPERTY IDENTIFICATION	Winchester Head	3248 41st Avenue NE	3533 41st Avenue NE	3690 41st Avenue NE	3841 39th Avenue NE	47th Avenue NE	4165 43rd Avenue NE	4137 43rd Avenue NE
SALE PRICE	N/A	$97,000	$100,000	$130,000	$90,000	$105,000	$70,000	$130,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$97,000	$100,000	$130,000	$90,000	$105,000	$70,000	$130,000
Recording Date	N/A	03/28/24	04/25/24	10/27/23	04/11/24	04/25/24	12/01/23	11/01/23
Months Prior To Effective Date	05/13/24	1.51	0.59	6.54	1.05	0.59	5.39	6.38
MARKET CHANGE ADJUSTMENT	N/A	1.1%	0.4%	4.9%	0.8%	0.4%	4.0%	4.8%
ADJUSTED SALE PRICE	N/A	$98,100	$100,444	$136,378	$90,710	$105,466	$72,830	$136,218
Parcel Area in Gross Acres	1.14-2.73	1.14	1.14	1.59	1.14	1.59	1.14	2.27
PRICE PER ACRE	?	$86,053	$88,109	$85,772	$79,570	$66,331	$63,886	$60,008
LOCATION								
ADDRESS	Winchester Head	41st Ave. NE	41st Ave. NE	41st Ave. NE	39th Ave. NE	47th Ave. NE	43rd Ave. NE	43rd Ave. NE
CORNER LOT	N/A	No	No	No	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	1.14-2.73	1.14	1.14	1.59	1.14	1.59	1.14	2.27
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar	Similar	Similar
WETLANDS		No	No	No	No	No	No	No
WETLANDS %	0-25%	0%	0%	0%	0%	0%	0%	0%
WETLANDS QUALITY		N/A 0%	N/A 0%	N/A 0%	N/A 0%	N/A 0%	N/A 0%	N/A 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	$86,053	$88,109	$85,772	$79,570	$66,331	$63,886	$60,008

LAND SALES ADJUSTMENT GRID – 26-50% WETLANDS

ITEM	SUBJECT	COMP #8	COMP #9	COMP #10	COMP #11
PARCEL #		40067480005	39141240004	38785720004	38964120001
PROPERTY IDENTIFICATION	Winchester Head	31st Avenue NE	2389 66th Avenue NE	3425 58th Avenue NE	2252 56th Avenue NE
SALE PRICE	N/A	$75,000	$87,000	$125,000	$65,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Conventional 0
ADJUSTED SALE PRICE	N/A	$75,000	$87,000	$125,000	$65,000
Recording Date	N/A	03/05/24	06/27/23	08/07/23	12/22/23
Months Prior To Effective Date	05/13/24	2.27	10.55	9.20	4.70
MARKET CHANGE ADJUSTMENT	N/A	1.7%	7.9%	6.9%	3.5%
ADJUSTED SALE PRICE	N/A	$76,276	$93,885	$133,629	$67,292
Parcel Area in Gross Acres	1.14-2.73	1.59	2.73	2.73	1.14
PRICE PER ACRE	?	$47,972	$34,390	$48,948	$59,028
LOCATION					
ADDRESS	Winchester Head	31st Ave. NE	66th Ave. NE	58th Ave. NE	56th Ave. NE
CORNER LOT	N/A	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	1.14-2.73	1.59	2.73	2.73	1.14
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes
WETLANDS %	26-50%	40%	25-50%	26-50%	46%
WETLANDS QUALITY		Low 0%	N/A 0%	N/A 0%	Medium 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	$47,972	$34,390	$48,948	$59,028

LAND SALES ADJUSTMENT GRID – 51-75% WETLANDS

ITEM	SUBJECT	COMP #12	COMP #13	COMP #14	COMP #15	COMP #16
PARCEL #		39958320007	38848440001	38848480003	38973000002	38972920002
PROPERTY IDENTIFICATION	Winchester Head	35th Avenue NE	58th Avenue NE	58th Avenue NE	48th Avenue NE	48th Avenue NE
SALE PRICE	N/A	$34,900	$55,000	$51,000	$80,000	$105,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	PENDING 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$34,900	$55,000	$51,000	$80,000	$105,000
Recording Date	N/A	05/18/23	08/18/23	09/11/23	05/13/24	10/26/23
Months Prior To Effective Date	05/13/24	11.87	8.84	8.05	0.00	6.57
MARKET CHANGE ADJUSTMENT	N/A	8.9%	6.6%	6.0%	0.0%	4.9%
ADJUSTED SALE PRICE	N/A	$38,006	$58,648	$54,081	$80,000	$110,178
Parcel Area in Gross Acres	1.14-2.73	1.14	2.27	1.59	2.27	2.27
PRICE PER ACRE	?	**$33,339**	**$25,836**	**$34,013**	**$35,242**	**$48,536**
LOCATION						
ADDRESS	Winchester Head	35th Ave. NE	58th Ave. NE	58th Ave. NE	48th Ave. NE	48th Ave. NE
CORNER LOT	N/A	No	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	1.14-2.73	1.14	2.27	1.59	2.27	2.27
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes	Yes
WETLANDS %	51-75%	51-75%	70%	70%	66%	52%
WETLANDS QUALITY		N/A 0%	N/A 0%	N/A 0%	Medium 0%	Medium 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$33,339**	**$25,836**	**$34,013**	**$35,242**	**$48,536**

LAND SALES ADJUSTMENT GRID – 76-100% WETLANDS

ITEM	SUBJECT	COMP #17	COMP #18	COMP #19	COMP #20	COMP #21
PARCEL #		39959000009	39840600000	39956200006	39953720000	39960440001
PROPERTY IDENTIFICATION	Winchester Head	35th Avenue NE	43rd Avenue NE	37th Avenue NE	3315 39th Avenue NE	37th Avenue NE
SALE PRICE	N/A	$47,000	$48,000	$29,000	$39,800	$38,500
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Govt. Agency 0	Govt. Agency 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$47,000	$48,000	$29,000	$39,800	$38,500
Recording Date	N/A	05/26/23	04/01/24	07/20/23	02/26/24	01/19/24
Months Prior To Effective Date	05/13/24	11.60	1.38	9.80	2.53	3.78
MARKET CHANGE ADJUSTMENT	N/A	8.7%	1.0%	7.3%	1.9%	2.8%
ADJUSTED SALE PRICE	N/A	$51,090	$48,497	$31,131	$40,556	$39,592
Parcel Area in Gross Acres	1.14-2.73	1.59	1.59	1.14	1.59	1.59
PRICE PER ACRE	?	**$32,132**	**$30,501**	**$27,308**	**$25,507**	**$24,900**
LOCATION						
ADDRESS	Winchester Head	35th Ave. NE	43rd Ave. NE	37th Ave. NE	39th Ave. NE	37th Ave. NE
CORNER LOT	N/A	No	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	1.14-2.73	1.59	1.59	1.14	1.59	1.59
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes	Yes
WETLANDS %	76-100%	100%	75%+	100%	75%+	100%
WETLANDS QUALITY		Medium 0%	N/A 0%	High 0%	N/A 0%	High 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$32,132**	**$30,501**	**$27,308**	**$25,507**	**$24,900**

DISCUSSION OF ADJUSTMENTS

Usually, comparable sale properties are not exactly like the subject property. If a typical buyer would perceive the difference to be significant, then adjustment(s) must be made to the comparable sales so that in the end each offers a realistic indication of value for the subject. Adjusting comparable sales is a two-step process.

First, adjustments are made so that all of the comparable sales meet the standard of a "market" transaction as outlined in the definition of market value. Customarily, the first group of adjustments is made before the comparables are reduced to a common unit of comparison. Included at this stage are adjustments to bring historic sales current to the appraisal effective date.

The second group of adjustments is made after an appropriate unit of comparison is chosen. These adjustments account for physical differences like location, physical characteristics and size. Sometimes adjustment is required for differences in the permitted land use (zoning) or in the availability of public service (infrastructure). When the adjustment process is complete, the unit value indications are reconciled and converted into an estimate of value for the subject.

REAL PROPERTY RIGHTS CONVEYED

This adjustment category is intended to account for the interest, benefits, and rights inherent in the ownership of real estate. This category reflects the impact on value caused by the fee simple versus the leased fee interest or the contract rent as opposed to market rent.

- None of the comparable sales required adjustment in this category.

CONDITIONS OF SALE

This adjustment category is intended to account for a variety of factors that might affect the purchase price.

- None of the comparable sales required adjustment in this category.

BUILDING IMPROVEMENTS

This category of adjustment is intended to account for the positive or negative contribution to value of building improvements included with the sale of the land. Buildings that made a positive contribution to the sale price require a negative adjustment. Buildings that were demolished and removed require a positive adjustment to account for demolition costs which are treated as part of the purchase price.

- None of the comparable sales required adjustment in this category.

FINANCING

Adjustments in this category are intended to account for unusual terms of financing that are not considered equivalent to cash or conventional financing.

- None of the comparable sales required adjustment in this category.

MARKET CHANGE

This adjustment is intended to account for changes in value due to the ebb and flow of market forces over time.

- The comparables occurred between 2023 and 2024, which market conditions continue to improve. The vacant lot sales from the prior 12 months within the market boundaries of Immokalee Road to the north, Desoto Boulevard to the east, Golden Gate Boulevard to the south, and Wilson Boulevard to the west, were plotted on a graph by price per acre. These above sales indicate a median sale price of $120,000 in June 2023 and a median sale price of $99,000 in May 2024. Based on an analysis of these sales, sale prices over the prior 12 months appear to be stable, with no noticeable market change.



I also analyzed recent paired sales in the submarket area which indicate positive market change. Land values continue to appreciate due to the demand for affordable residential land. The buyers include a mix of individuals who plan to build a home, investors, and speculative home builders.

Giving consideration to all of the above, I applied a market change rate of 0.75% per month or 9.00% annually.

LOCATION/ACCESS/EXPOSURE

This category of adjustment reflects the impact on value caused by the advantages or disadvantages of a given location.

- None of the comparable sales required adjustment in this category.

UTILITIES/INFRASTRUCTURE

This category of adjustment references the availability and adequacy of the road system, the public was distribution system and the public wastewater collection system of each comparable property as that compares with the same services available to the subject property.

- None of the comparable sales required adjustment in this category.

COMPREHENSIVE PLAN/LAND USE

This category of adjustment accounts for differences in the potential land uses (Comprehensive Plan) or in the specific uses (Zoning) to which a property could be developed. Differences in value between the subject property and comparable sales might exist because their highest and best uses are different as a result of government regulation through zoning and land use controls.

- None of the comparables sales required adjustment in this category.

SIZE/SHAPE

This category of adjustment addresses the effect on the marketability of a given property, because its physical size/shape might limit the physical utility, or because the size and term of the financial investment required of an investor/speculator is such that the unit price is reduced.

- None of the comparable sales required adjustment in this category.

PHYSICAL CHARACTERISTICS

This category of adjustment reflects the physical aspects of a property that impact its use for development. Physical characteristics included land elevation, soil conditions, drainage characteristics, threatened or endangered plant and animal species on the property and the extent and density of covering vegetation.

- I was provided with a Conservation Collier Property Summary Winchester Head Preserve Multi Parcel Project dated February 2024. The parcels are located within the Winchester Head Preserve and consist primarily of freshwater marsh and cypress which are considered jurisdictional wetlands. The higher the quality of the wetlands, the higher the mitigation costs.

- I analyzed aerials, reviewed the listing history, and interviewed brokers, buyers and sellers to determine the wetlands associated with the Comparable sales.

  No adjustments were made for physical characteristics and instead the comparables were bracketed with some being superior, similar, and inferior.

RECAPITULATION OF DATA

After making the adjustments discussed above, the comparable sales indicated the following unit values:

UP TO 25% WETLANDS

Comparables	Price Per Gross Acre of Land Area
1	$86,053
2	$88,109
3	$85,772
4	$79,570
5	$66,331
6	$63,886
7	$60,008

The range of unit value indications is from $60,008 to $88,109 per acre with an average of $75,676 per acre and a median of $79,570 per acre.

Based on the range, I concluded to a unit value of $76,000 per acre.

26-50% WETLANDS

Comparables	Price Per Gross Acre of Land Area
8	$47,972
9	$34,390
10	$48,948
11	$59,028

The range of unit value indications is from $34,390 to $59,028 per acre with an average of $47,585 per acre and a median of $48,460 per acre.

Based on the range, I concluded to a unit value of $48,000 per acre.

51-75% WETLANDS

Comparables	Price Per Gross Acre of Land Area
12	$33,339
13	$25,836
14	$34,013
15	$35,242
16	$48,536

The range of unit value indications is from $25,836 to $48,536 per acre with an average of $35,393per acre and a median of $34,013 per acre.

Based on the range, I concluded to a unit value of $35,000 per acre.

76-100% WETLANDS

Comparables	Price Per Gross Acre of Land Area
17	$31,132
18	$30,501
19	$27,308
20	$25,507
21	$24,900

The range of unit value indications is from $24,900 to $32,132 per acre with an average of $28,070 per acre and a median of $27,308 per acre.

Based on the range, I concluded to a unit value of $28,000 per acre.

FINAL ESTIMATE OF VALUE – WINCHESTER HEAD (1.14-2.73 ACRES)

The final indications of value on a per acre basis as of May 13, 2024 are presented below.

Tier	**Amount of Wetlands**	**Price Per Gross Acre**
I	Up to 25% Wetlands	$76,000
II	26-50% Wetlands	$48,000
III	51-75% Wetlands	$35,000
IV	76-100% Wetlands	$28,000

CARROLL & CARROLL



Timothy W. Sunyog, MAI
Cert Gen RZ3288

ADDENDA

(In Order of Appearance)

Page Topic	Count Page(s)	Page(s)
Assumptions and Limiting Conditions	2	
Parcel List	1	
Qualifications of Appraiser	2	

ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the appraiser appearing in this report is subject to the following assumptions and limiting conditions.

ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF ALL GENERAL AND EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS.

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

None

HYPOTHETICAL CONDITIONS

None

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable.

2. The property is appraised free and clear of liens and encumbrances.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is assumed to be true, correct and reliable. A reasonable effort was made to verify such information, but the appraiser bears no responsibility for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material is included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that might be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws.

8. It is assumed that the property is either in compliance with, or is "grandfathered" or "vested" under, all applicable zoning, use regulations and restrictions.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass.

11. It is assumed that the subject site and improvements are not contaminated by any hazardous material or toxic substance. During the property inspection we were sensitive to obvious signs of contamination and we reported anything unusual. However, we are not qualified to render professional opinions regarding the existence or the nature of hazardous materials in or on the subject property. If a definitive opinion is desired, then the client is urged to retain an expert in the field.

12. The distribution of the total value in this report, between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

13. Possession of this report, or a copy thereof, does not carry with it the right of publication.

14. Unless previous arrangements were made, the appraisers, by reason of this appraisal, are not required to give further consultation, testimony, or to be in attendance in court.

Attachment 1

Map No.	Folio No.	Name	Acres
1	39776880004	ARNDT, LINDA L	1.14
2	39776920003	GOMEZ, MARINA C	1.59
3	39779000001	PENA, MARCIA	1.14
4	39778920001	AVIDANO, STEPHANIE	1.14
5	39953480007	THOMPSON, MARIA V	1.14
6	39953760002	CASASIERRA REALTY LLC	1.14
7	39955760000	TREMBLAY, SERGE	1.14
8	39955640007	BERRY, CHRISTOPHER W	1.14
9	39955680009	AUST, MARGARET	1.14
10	39955720008	EDMONDS, WILLIAM & GERTRUDE	1.59
11	39955880003	PULIDO, SARA	1.14
12	39957640005	MC DERMOTT, ROBERT L	1.14
13	39957680007	FORTILUS, CHARLES & COLETTE	1.59
14	39959800005	MARVIN ANDRE EBANKS &	1.14
15	39951600009	ROJAS, RAUL A & ELVIA	1.14
16	39951520008	THOMPSON, MARIA V	1.14
17	39953880005	SILVA JR, RICHARD	1.14
18	39953920004	THREE BROTHERS PROPERTY LLC	1.14
19	39955960004	CUMANA, DANIEL & MARTA	2.73
20	39956000002	KRINCE LIVING TRUST	1.14
21	39957560004	ZENAIDA GATTAMOTA REV TRUST	2.73
22	39957880001	TALAVERA, JOSE L	1.14
23	39959600001	KRAMER, ELWANDA H	1.14
24	39960080005	PORCO, TROY & CHRISTINE	1.14
25	39953160000	BRUNA, JUAN M & BLANCA	1.14
26	39954000004	CALVO, JORGE A	1.14
27	39955360002	FERNANDEZ, ERIK C	1.59
28	39956200006	ZHUANG, JOSEPH	1.14
29	39957400009	GARCIA, ROGERIO J	1.59
30	39958000000	J & D INVEST LLC	1.14
31	39958080004	WILSON, REBECCA A	1.14
32	39956240008	FELIX SR, GERALD D	1.59
33	39956280000	FELIX SR, GERALD D	1.14
34	39956320009	VICTOR, NADIA JEAN	2.27
35	39957280009	PIIRAK, AILEEN K	1.14
36	39958160005	FARINAS, VICTOR	1.14
37	39960320008	MUNOZ, RAFAEL	1.14
38	39960360000	SAA, MARITZA	1.14
39	39960400009	OFARRIL, MARIBEL	1.14
40	39961440000	LYNCH, ANDRE	1.14

Carroll & Carroll
Real Estate Appraisers & Consultants

Timothy W. Sunyog, MAI

CERT GEN RZ3288

PROFESSIONAL RECOGNITION

State-Certified General Real Estate Appraiser RZ3288
Earned 12-15-08
MAI Designation Appraisal Institute
Earned 06-24-15

PROFESSIONAL EXPERIENCE

Carroll & Carroll Appraisers & Consultants, LLC, Naples, FL – Principal/Full Time Commercial Real Estate Appraiser, January 2018 - Present
Carroll & Carroll, Inc., Naples, FL, Full Time Commercial Real Estate Appraiser,
August 2005 -August 2006 & July 2007 – December 2017
Realvest Appraisal Services, Inc., Maitland, FL, Associate Appraiser, September 2006 - June 2007
Florida Real Estate Sales Associate - February 2014 – Present
Qualified Expert Witness, Circuit Court

EDUCATION

Rollins College, Bachelor of Arts – Economics - May 2004
Argus Valuation – DCF Training, February 2012
Continuing Education – Tim Sunyog has met the continuing education requirements of the State of Florida and the Appraisal Institute

PROFESSIONAL ASSOCIATIONS

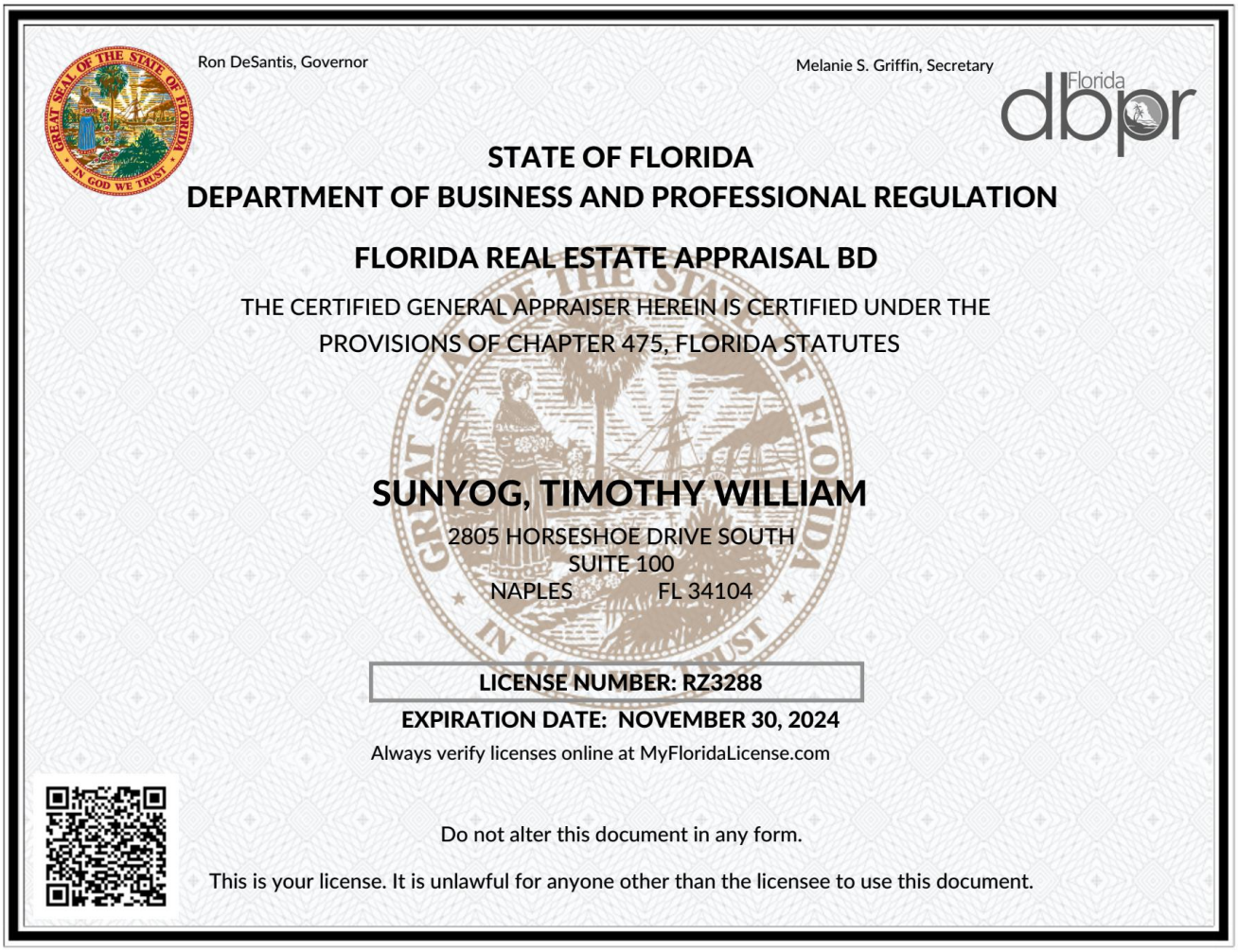
Appraisal Institute – Florida Gulf Coast Chapter (2023 President)
Appraisal Institute – Leadership Development & Advisory Council (LDAC)
Naples Area Board of Realtors

CIVIC INVOLVEMENT

Education Foundation – Connect Now Initiative
Relay for Life
Naples Junior Chamber

PRACTICE INCLUDES ASSIGNMENTS INVOLVING

Vacant Land	Agricultural Properties	Churches
Multifamily Properties	Commercial Condos	Industrial Buildings
Office Buildings	Retail Centers	Restaurants
Subdivisions	Buy/Sell Decisions	Self-Storage Facilities
Ad Valorem Tax Analysis	Litigation	Estate Settlement
Condemnation	FEMA 50% Rule Appraisals	



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

SUNYOG, TIMOTHY WILLIAM

2805 HORSESHOE DRIVE SOUTH
SUITE 100
NAPLES FL 34104

LICENSE NUMBER: RZ3288

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

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This is your license. It is unlawful for anyone other than the licensee to use this document.

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into by and between **JOL Property Ventures LLC**, whose address is 7901 4th St N, Suite 300, Saint Petersburg, FL 33702 (hereinafter referred to as "Seller"), and **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose address is 3335 Tamiami Trail East, Suite 101, Naples, FL 34112 (hereinafter referred to as "Purchaser").

W I T N E S S E T H

WHEREAS, Seller is the owner of that certain parcel of real property (hereinafter referred to as "Property"), located in Collier County, State of Florida, and being more particularly described in Exhibit "A", attached hereto and made a part hereof by reference.

WHEREAS, Purchaser is desirous of purchasing the Property, subject to the conditions and other agreements hereinafter set forth, and Seller is agreeable to such sale and to such conditions and agreements.

NOW, THEREFORE, and for and in consideration of the premises and the respective undertakings of the parties hereinafter set forth and the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. AGREEMENT

1.01 In consideration of the purchase price and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Property, described in Exhibit "A".

II. PAYMENT OF PURCHASE PRICE

2.01 The purchase price (the "Purchase Price") for the Property shall be **Thirty Six Thousand, Four Hundred and Eighty Dollars and 00/100 dollars ($36,480.00),** (U.S. Currency) payable at time of closing.

III. CLOSING

3.01 The Closing (THE "CLOSING DATE", "DATE OF CLOSING", OR "CLOSING") of the transaction shall be held on or before one hundred and eighty (180) days following execution of this Agreement by the Purchaser, or within thirty (30) days of Purchaser's receipt of all closing documents, whichever is later. The Closing shall be held at the office of the insuring title company or by mail. The procedure to be followed by the parties in connection with the Closing shall be as follows:

3.011 Seller shall convey a marketable title free of any liens, encumbrances, exceptions, or qualifications. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law. At the Closing, the Seller shall cause to be delivered to the Purchaser the items specified herein and the following documents and instruments duly executed and acknowledged, in recordable form:

3.0111 Warranty Deed in favor of Purchaser conveying title to the Property, free and clear of all liens and encumbrances other than:

(a) The lien for current taxes and assessments.

(b) Such other easements, restrictions, or conditions of record.

3.0112 Combined Purchaser-Seller closing statement.

3.0113 A "Gap Tax Proration, Owner's Non-Foreign Affidavit", as required by Section 1445 of the Internal Revenue Code and as required by the title insurance underwriter to insure the "gap" and issue the policy contemplated by the title insurance commitment.

3.0114 A W-9 Form, "Request for Taxpayer Identification and Certification" as required by the Internal Revenue Service.

3.012 At the Closing, the Purchaser, or its assignee, shall cause to be delivered to the Seller the following:

3.0121 A negotiable instrument (County Warrant) in an amount equal to the Purchase Price. No funds shall be disbursed to Seller until the Title Company verifies that the state of the title to the Property has not changed adversely since the date of the last endorsement to the commitment, referenced in Section 4.011 thereto, and the Title Company is irrevocably committed to pay the Purchase Price to Seller and to issue the Owner's title policy to Purchaser in accordance with the commitment immediately after the recording of the deed.

3.0122 Funds payable to the Seller representing the cash payment due at Closing in accordance with Article III hereof, shall be subject to adjustment for prorations as hereinafter set forth.

3.02 Each party shall be responsible for payment of its own attorney's fees. Seller, at its sole cost and expense, shall pay at Closing all documentary stamp taxes due relating to the recording of the Warranty Deed, in accordance with Chapter 201.01,

Florida Statutes, and the cost and electronic fee of recording any instruments necessary to clear Seller's title to the Property. The cost of the Owner's Form B Title Policy, issued pursuant to the Commitment provided for in Section 4.011 below, shall be paid by Purchaser. The cost of the title commitment shall also be paid by Purchaser. If required by a Phase I report and desired by Purchaser, Seller shall pay for a Phase II Environmental Assessment selected by Purchaser.

3.03 Purchaser shall pay for the cost of recording the Warranty Deed. Real Property taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and any other applicable exemptions and paid by Seller. If Closing occurs at a date which the current year's millage is not fixed, taxes will be prorated based upon such prior year's millage.

IV. REQUIREMENTS AND CONDITIONS

4.01 Upon execution of this Agreement by both parties or at such other time as specified within this Article, Purchaser and/or Seller, as the case may be, shall perform the following within the times stated, which shall be conditions precedent to the Closing;

4.011 Within fifteen (15) days after the date hereof, Purchaser shall obtain as evidence of title an ALTA Commitment for an Owner's Title Insurance Policy (ALTA Form B-1970) covering the Property, together with hard copies of all exceptions shown thereon. Purchaser shall have thirty (30) days, following receipt of the title insurance commitment, to notify Seller in writing of any objection to title other than liens evidencing monetary obligations, if any, which obligations shall be paid at closing. If the title commitment contains exceptions that make the title unmarketable, Purchaser shall deliver to the Seller written notice of its intention to waive the applicable contingencies or to terminate this Agreement.

4.012 If Purchaser shall fail to advise the Seller in writing of any such objections in Seller's title in the manner herein required by this Agreement, the title shall be deemed acceptable. Upon notification of Purchaser's objection to title, Seller shall have thirty (30) days to remedy any defects to convey good and marketable title at Seller's expense, except for liens or monetary obligations which will be satisfied at Closing. Seller, at its sole expense, shall use its best efforts to make such title good and marketable. In the event Seller is unable to cure said objections within said time period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said thirty (30) day period, may accept title as it then is, waiving any objection; or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be

deemed an election by Purchaser to accept the exceptions to title as shown in the title commitment.

4.013 Seller agrees to furnish any existing surveys of the Property in Seller's possession to Purchaser within ten (10) days of the effective date of this Agreement. Purchaser shall have the option, at its own expense, to obtain a current survey of the Property prepared by a surveyor licensed by the State of Florida. No adjustments to the Purchase Price shall be made based upon any change to the total acreage referenced in Exhibit "A," unless the difference in acreage revealed by survey exceeds 5% of the overall acreage. If the survey provided by Seller or obtained by Purchaser, as certified by a registered Florida surveyor, shows: (a) an encroachment onto the property; or (b) that an improvement located on the Property projects onto lands of others, or (c) lack of legal access to a public roadway, the Purchaser shall notify the Seller in writing of such encroachment, projection, or lack of legal access, and Seller shall have the option of curing said encroachment or projection, or obtaining legal access to the Property from a public roadway, within sixty (60) days of receipt of said written notice from Purchaser. Purchaser shall have ninety (90) days from the effective date of this Agreement to notify Seller of any such objections. Should Seller elect not to or be unable to remove the encroachment, projection, or provide legal access to the property within said sixty (60) day period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said sixty (60) day period, may accept the Property as it then is, waiving any objection to the encroachment, or projection, or lack of legal access, or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the Property with the encroachment, or projection, or lack of legal access.

V. INSPECTION PERIOD

5.01 Purchaser shall have one hundred twenty (120) days from the date of this Agreement, ("Inspection Period"), to determine through appropriate investigation that:

1. Soil tests and engineering studies indicate that the Property can be developed without any abnormal demucking, soil stabilization or foundations.
2. There are no abnormal drainage or environmental requirements to the development of the Property.
3. The Property is in compliance with all applicable State and Federal environmental laws and the Property is free from any pollution or contamination.
4. The Property can be utilized for its intended use and purpose in the Conservation Collier program.

Document Ref: GSTJX-IQVWM-HXNG7-ZWT2B

5.02 If Purchaser is not satisfied, for any reason whatsoever, with the results of any investigation, Purchaser shall deliver to Seller prior to the expiration of the Inspection Period, written notice of its intention to waive the applicable contingencies or to terminate this Agreement. If Purchaser fails to notify the Seller in writing of its specific objections as provided herein within the Inspection Period, it shall be deemed that the Purchaser is satisfied with the results of its investigations and the contingencies of this Article V shall be deemed waived. In the event Purchaser elects to terminate this Agreement because of the right of inspection, Purchaser shall deliver to Seller copies of all engineering reports and environmental and soil testing results commissioned by Purchaser with respect to the Property.

5.03 Purchaser and its agents, employees and servants shall, at their own risk and expense, have the right to go upon the Property for the purpose of surveying and conducting site analyses, soil borings and all other necessary investigation. Purchaser shall, in performing such tests, use due care. Seller shall be notified by Purchaser no less than twenty-four (24) hours prior to said inspection of the Property.

VI. INSPECTION

6.01 Seller acknowledges that the Purchaser, or its authorized agents, shall have the right to inspect the Property at any time prior to the Closing.

VII. POSSESSION

7.01 Purchaser shall be entitled to full possession of the Property at Closing.

VIII. PRORATIONS

8.01 Ad valorem taxes next due and payable, after closing on the Property, shall be prorated at Closing based upon the gross amount of current year taxes, and shall be paid by Seller.

IX. TERMINATION AND REMEDIES

9.01 If Seller shall have failed to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, within ten (10) days of written notification of such failure, Purchaser may, at its option, terminate this Agreement by giving written notice of termination to Seller. Purchaser shall have the right to seek and enforce all rights and remedies available at law or in equity to a contract vendee, including the right to seek specific performance of this Agreement.

Document Ref: GSTJX-IQVWM-HXNG7-ZWT2B

9.02 The parties acknowledge that the remedies described herein and in the other provisions of this Agreement provide mutually satisfactory and sufficient remedies to each of the parties and take into account the peculiar risks and expenses of each of the parties.

X. SELLER'S AND PURCHASER'S REPRESENTATIONS AND WARRANTIES

10.01 Seller and Purchaser represent and warrant the following:

10.011 Seller and Purchaser have full right and authority to enter into and to execute this Agreement and to undertake all actions and to perform all tasks required of each hereunder. Seller is not presently the subject of a pending, threatened or contemplated bankruptcy proceeding. Seller further represents the Property is free from any and all occupants, tenants, and other persons or entities claiming possession of the Property at the time of closing. This provision shall survive closing.

10.012 Seller has full right, power, and authority to own and operate the Property, and to execute, deliver, and perform its obligations under this Agreement and the instruments executed in connection herewith, and to consummate the transaction contemplated hereby. All necessary authorizations and approvals have been obtained authorizing Seller and Purchaser to execute and consummate the transaction contemplated hereby. At Closing, certified copies of such approvals shall be delivered to Purchaser and/or Seller, if necessary.

10.013 The warranties set forth in this paragraph shall be true on the date of this Agreement and as of the date of Closing. Purchaser's acceptance of a deed to the said Property shall not be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.

10.014 Seller represents that it has no knowledge of any actions, suits, claims, proceedings, litigation or investigations pending or threatened against Seller, at law, equity or in arbitration before or by any federal, state, municipal or other governmental instrumentality that relate to this agreement or any other property that could, if continued, adversely affect Seller's ability to sell the Property to Purchaser according to the terms of this Agreement.

10.015 No party or person other than Purchaser has any right or option to acquire the Property or any portion thereof.

10.016 Until the date fixed for Closing, so long as this Agreement remains in force and effect, Seller shall not encumber or convey any portion of the

Document Ref: GSTJX-IQVWM-HXNG7-ZWT2B

Property or any rights therein, nor enter into any agreements granting any person or entity any rights with respect to the Property or any part thereof, without first obtaining the written consent of Purchaser to such conveyance, encumbrance, or agreement which consent may be withheld by Purchaser for any reason whatsoever.

10.017 Seller represents that they have (it has) no knowledge that there is or ever has been incinerators, septic tanks, or cesspools on the Property; all waste, if any, is discharged into a public sanitary sewer system; Seller represents that they have (it has) no knowledge that any pollutants are or have been discharged from the Property, directly or indirectly into any body of water. Seller represents that to their knowledge the Property has not been used for the production, handling, storage, transportation, manufacture, or disposal of hazardous or toxic substances or wastes, as such terms are defined in applicable laws and regulations, or any other activity that would have toxic results, and no such hazardous or toxic substances are currently used in connection with the operation of the Property, and there is no proceeding or inquiry by any authority with respect thereto. Seller represents that they have (it has) no knowledge that there is ground water contamination on the Property or potential of ground water contamination from neighboring properties. Seller represents that they have (it has) no knowledge that there is or ever has been any storage tanks for gasoline, or any other substances are or were located on the Property at any time during or prior to Seller's ownership thereof. Seller represents that they have (it has) no knowledge that any part of the Property has ever been used as a sanitary landfill.

10.018 Seller has no knowledge that the Property and Seller's operations concerning the Property are in violation of any applicable Federal, State or local statute, law or regulation, or of any notice from any governmental body has been served upon Seller claiming any violation of any law, ordinance, code or regulation or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property in order to comply with any laws, ordinances, codes or regulation with which Seller has not complied.

10.019 Seller has no knowledge of unrecorded leases, licenses or other possessory interests, restrictions, easements, or rights of way (other than existing zoning regulations) that restrict or affect the use of the Property, and there are no maintenance, construction, advertising, management, leasing, employment, service, or other contracts affecting the Property.

10.020 Seller has no knowledge that there are any suits, actions or arbitration, bond issuances or proposals therefor, proposals for public improvement assessments, pay-back agreements, paving agreements, road expansion or

improvement agreements, utility moratoriums, use moratoriums, improvement moratoriums, administrative or other proceedings or governmental investigations or requirements, formal or informal, existing or pending or threatened which affects the Property or which adversely affects Seller's ability to perform hereunder; nor is there any other charge or expense upon or related to the Property which has not been disclosed to Purchaser in writing prior to the effective date of this Agreement.

10.021 Seller acknowledges and agrees that Purchaser is entering into this Agreement based upon Seller's representations stated above and on the understanding that Seller will not cause the zoning or physical condition of the Property to change from its existing state on the effective date of this Agreement up to and including the Date of Closing. Therefore, Seller agrees not to enter into any contracts or agreements pertaining to or affecting the Property and not to do any act or omit to perform any act which would change the zoning or physical condition of the Property or the governmental ordinances or laws governing same. Seller also agrees to notify Purchaser promptly of any change in the facts contained in the foregoing representations and of any notice or proposed change in the zoning, or any other action or notice, that may be proposed or promulgated by any third parties or any governmental authorities having jurisdiction of the development of the property which may restrict or change any other condition of the Property.

10.022 At the Closing, Seller shall deliver to Purchaser a statement (hereinafter called the "Closing Representative Statement") reasserting the foregoing representations as of the Date of Closing, which provisions shall survive the Closing.

10.023 Seller represents, warrants and agrees to indemnify, reimburse, defend and hold Purchaser harmless from any and all costs (including attorney's fees) asserted against, imposed on or incurred by Purchaser, directly or indirectly, pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment which shall be in accordance with, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., ("CERCLA" or "Superfund"), which was amended and upgraded by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), including any amendments or successor in function to these acts. This provision and the rights of Purchaser, hereunder, shall survive Closing and are not deemed satisfied by conveyance of title.

10.024 Any loss and/or damage to the Property between the date of this Agreement and the date of Closing shall be Seller's sole risk and expense.

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XI. NOTICES

11.01 Any notice, request, demand, instruction, or other communication to be given to either party hereunder shall be in writing, sent by facsimile with automated confirmation of receipt, or by registered, or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Purchaser:
Summer Araque, Coordinator
Conservation Collier Program
Collier County Parks and Recreation Division
Public Services Department
Golden Gate Community Park
3300 Santa Barbara Blvd.
Naples, Florida 34116

With a copy to:
Attn: Grant Cox
Collier County Real Property Management
3335 Tamiami Trail East, Suite 102
Naples, Florida 34112
Telephone number: 239-252-7373
Fax number: 239-252-8876

If to Seller:
JOL Property Ventures, LLC
Attn. Imelda Smith
7901 4th St N Suite 300
Saint Petersburg, FL 33702
Phone number: 708-745-1010
Fax number: ___N/A__

11.02 The addressees and numbers for the purpose of this Article may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

XII. REAL ESTATE BROKERS

12.01 Any and all brokerage commissions or fees shall be the sole responsibility of the Seller. Seller shall indemnify Purchaser and hold Purchaser harmless from and against any claim or liability for commission or fees to any broker or any other person or party claiming to have been engaged by Seller as a real estate broker,

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salesman or representative, in connection with this Agreement. Seller agrees to pay any and all commissions or fees at closing pursuant to the terms of a separate agreement, if any.

XIII. MISCELLANEOUS

13.01 This Agreement may be executed in any manner of counterparts which together shall constitute the agreement of the parties.

13.02 This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustee, and assignees whenever the context so requires or admits.

13.03 Any amendment to this Agreement shall not bind any of the parties hereof unless such amendment is in writing and executed and dated by Purchaser and Seller. Any amendment to this Agreement shall be binding upon Purchaser and Seller as soon as it has been executed by both parties.

13.04 Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend, or limit the scope or intent of this Agreement or any provisions hereof.

13.05 All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

13.06 No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

13.07 If any date specified in this Agreement falls on a Saturday, Sunday, or legal holiday, then the date to which such reference is made shall be extended to the next succeeding business day.

13.08 Seller is aware of and understands that the "offer" to purchase represented by this Agreement is subject to acceptance and approval by the Board of County Commissioners of Collier County, Florida.

13.09 If the Seller holds the Property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever

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for others, Seller shall make a written public disclosure, according to Chapter 286, Florida Statutes, under oath, of the name and address of every person having a beneficial interest in the Property before Property held in such capacity is conveyed to Collier County. (If the corporation is registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public, it is hereby exempt from the provisions of Chapter 286, Florida Statutes.)

13.10 This Agreement is governed and construed in accordance with the laws of the State of Florida.

XIV. ENTIRE AGREEMENT

14.01 This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement, or any such referenced agreements has been or is being relied upon by either party. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed and dated by both Purchaser and Seller. Time is of the essence of this Agreement.

XV. ACKNOWLEDGMENT OF POTENTIAL FUTURE USE

15.01 Any development rights or credits available on the Property are relinquished by the Seller and conveyed to the Purchaser at closing as part of the sale of the Property.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

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IN WITNESS WHEREOF, the parties hereto have signed below.

Dated Project/Acquisition Approved by BCC:_____

AS TO PURCHASER:

ATTEST:

CRYSTAL K. KINZEL, Clerk of the
Circuit Court and Comptroller

_____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, Chairman

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AS TO SELLER:

DATED: 2024-11-05

JOL Property Ventures LLC,
a Florida Limited Liability Company

By : JOL Property Holdings LLC,
a Wyoming Limited Liability Company,
its member

By : Imelda Smith

Name : imelda smith

Title : manager

Approved as to form and legality:

_____, Assistant County Attorney 10/31/24

EXHIBIT "A"

PROPERTY IDENTIFICATION NUMBER: 38844880005

The West 75 feet of the West 150 Feet of Tract 61, Golden Gate Estates, Unit 42, according to the plat thereof, as recorded in Plat Book 7, Page 27 of the Public Records of Collier County, Florida.

1.14 ACRES

Document Ref: GSTJX-IQVWM-HXNG7-ZWT2B

Signature Certificate

Reference number: GSTJX-IQVWM-HXNG7-ZWT2B

Signer	Timestamp	Signature
Imelda Smith Email: melsmith.fl@gmail.com		
Sent:	05 Nov 2024 16:20:54 UTC	
Viewed:	05 Nov 2024 16:21:27 UTC	
Signed:	05 Nov 2024 16:21:51 UTC	
Recipient Verification:		IP address: 72.187.2.23
✔Email verified	05 Nov 2024 16:21:27 UTC	Location: Odessa, United States

Document completed by all parties on:
05 Nov 2024 16:21:51 UTC

Page 1 of 1

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

Conservation Collier Land Acquisition Program

Project Design Report

JOL Property Ventures Property

Date: December 2024

Property Owner: JOL Property Ventures LLC

Folio(s): 38844880005

Location: GOLDEN GATE EST UNIT 42 TR 61

Size: 1.14 acres

Purchase Price: $36,480

History of Project:

Selected for the "A" category, #1 priority, on the Active Acquisition List (AAL) by CCLAAC	Selected for the "A" category, #1 priority, on AAL by BCC	Purchase offer made to owners	Purchase offer accepted
3/6/2024	6/25/2024	10/24/2024	10/24/2024

Purpose of Project: Environmental Conservation – Conservation Collier Program

Program Qualifications:

This parcel is located on the southwestern side of the Horsepen Strand near a Panther Walk Preserve parcel. The JOL Property Ventures parcel met the Initial Screening Criteria identified in the Conservation Collier Ordinance, No. 2002-63, as amended, including presence of native habitat, potential for nature-based recreational and educational opportunities, protection of water resource values and wetland dependent species habitat, presence of significant biological/ecological values, listed species habitat, connectivity, and restoration potential.

This parcel offers access from 60th Ave NE west of Everglades Blvd – a paved public road. This property could accommodate seasonal outdoor recreation, particularly due to the proximity to the Panther Walk Preserve.

The parcel is part of the greater Horsepen Strand flow way and contains 100% wetlands. This parcel is home to many wetland dependent species of flora and fauna including Florida panthers that have been documented within the strand.

This parcel, when joined with many others, can protect the flow of both wildlife and water through the Horsepen Strand.

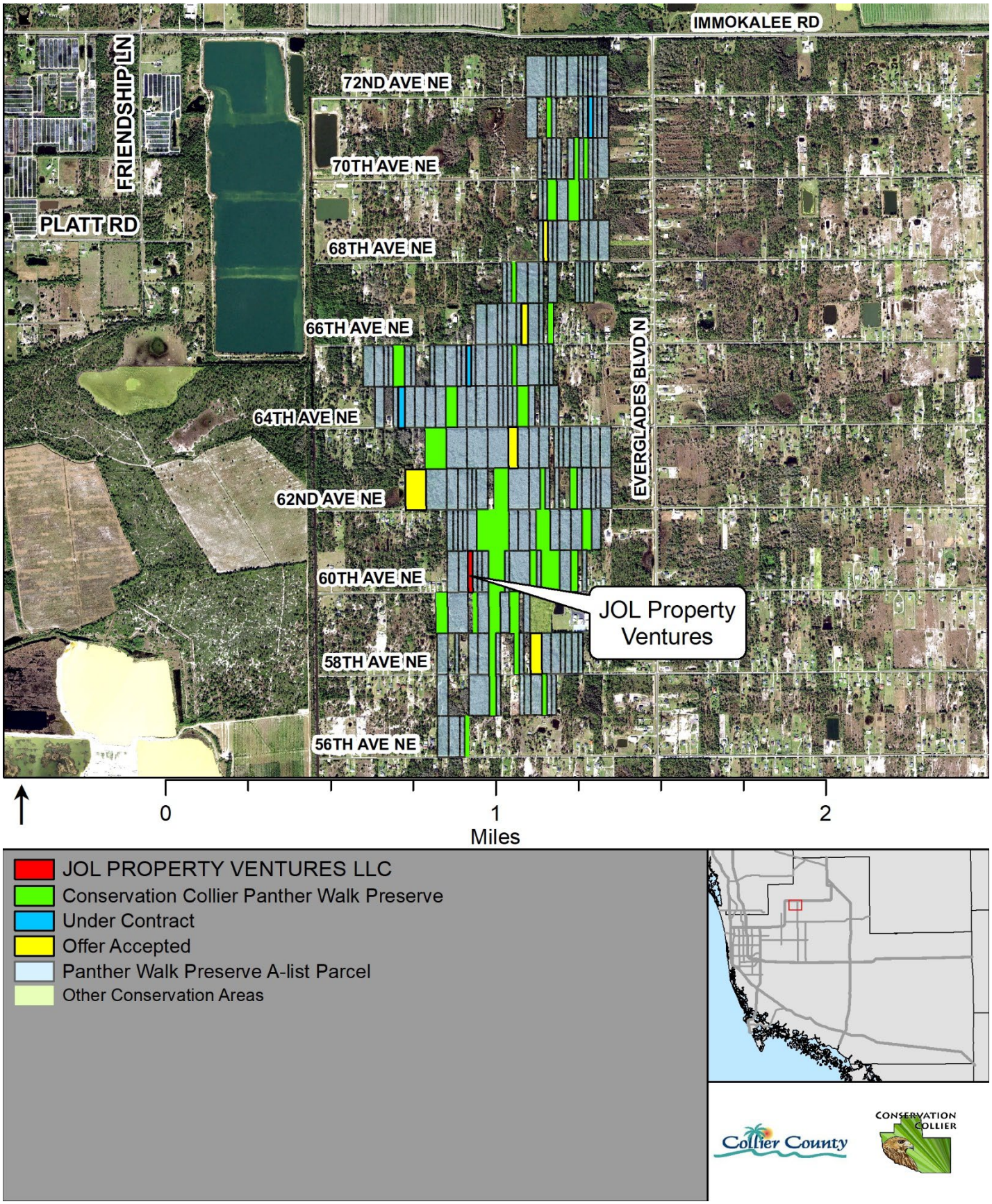
Zoning, Growth Management and Land Use Overlays: The Panther Walk and Horsepen Strand project parcels are entirely within the Northern Golden Gate Estates. The zoning classification for all the parcels is Estates (E), a rural residential classification. There are no additional land use overlays applicable.

Projected Management Activities: No hydrologic changes are necessary to maintain wetland characteristics on the project site. Projected management activities include the removal of invasive plants, the development of a Land Management Plan, and continued development of public access to selected portions of the preserve.

Estimated Management Costs:

Management Element	2025	2026	2027	2028	2029
Exotics	$340	$230	$230	$230	$170
Signage	$200				
Total	**$540**	**$230**	**$230**	**$230**	**$170**

SEE PAGES 3 AND 4 FOR AERIAL MAPS OF THE PARCEL.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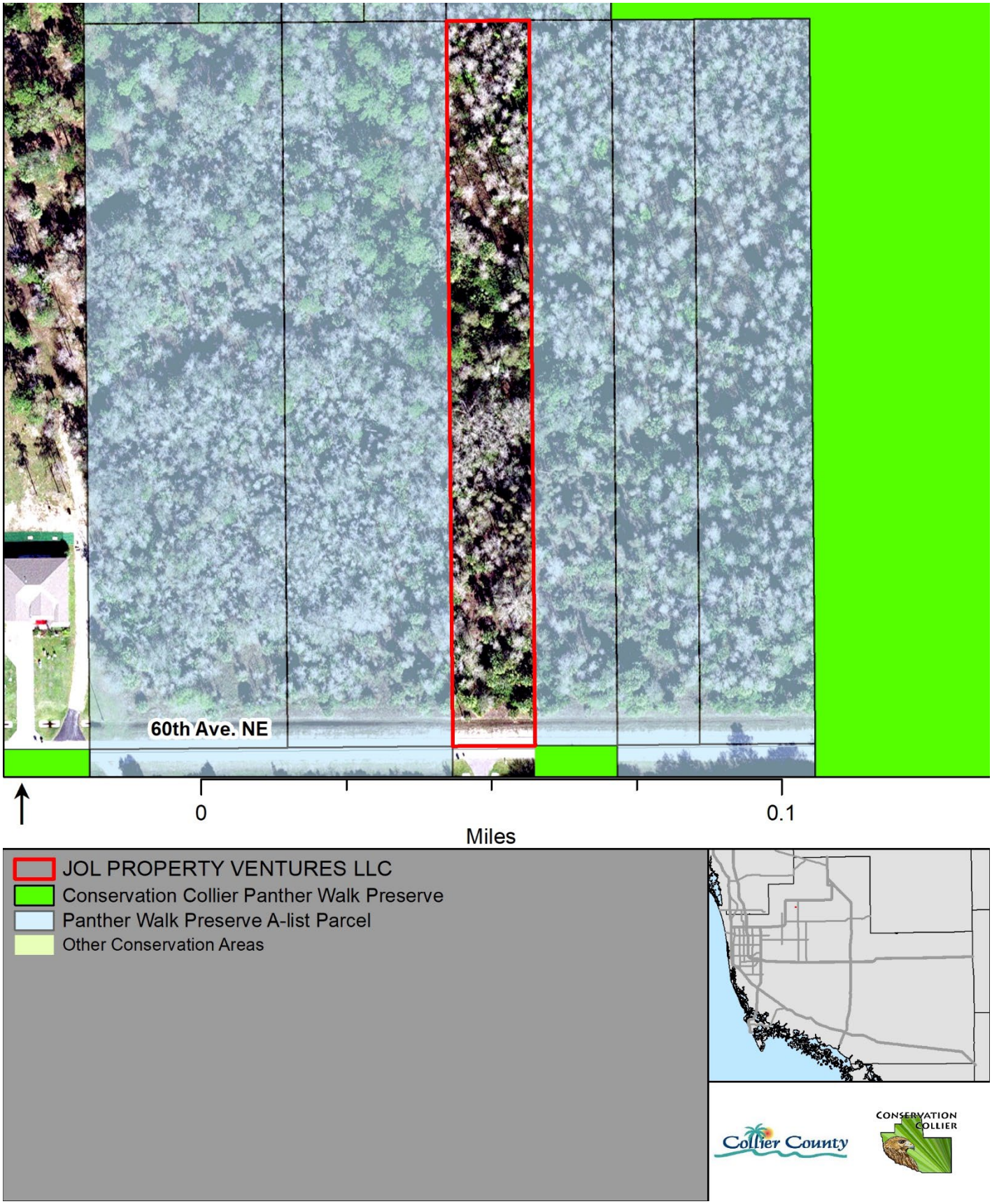
FRIENDSHIP LN
PLATT RD
72ND AVE NE
70TH AVE NE
68TH AVE NE
66TH AVE NE
64TH AVE NE
62ND AVE NE
60TH AVE NE
58TH AVE NE
56TH AVE NE
EVERGLADES BLVD N
JOL Property Ventures
0
1
2
Miles
JOL PROPERTY VENTURES LLC
Conservation Collier Panther Walk Preserve
Under Contract
Offer Accepted
Panther Walk Preserve A-list Parcel
Other Conservation Areas
Collier County
CONSERVATION COLLIER


60th Ave. NE
0
0.1
Miles
JOL PROPERTY VENTURES LLC
Conservation Collier Panther Walk Preserve
Panther Walk Preserve A-list Parcel
Other Conservation Areas
Collier County
CONSERVATION COLLIER

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into by and between **Abel Chavez Martinez**, a single man, and **Victoria Itzel Chavez**, a single woman, whose address is 3181 27th Ave NE Naples, FL 34120, as Joint Tenants with Right of Survivorship (hereinafter referred to as "Seller"), and **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose address is 3335 Tamiami Trail East, Suite 101, Naples, FL 34112 (hereinafter referred to as "Purchaser").

W I T N E S S E T H

WHEREAS, Seller is the owner of that certain parcel of real property (hereinafter referred to as "Property"), located in Collier County, State of Florida, and being more particularly described in Exhibit "A", attached hereto and made a part hereof by reference.

WHEREAS, Purchaser is desirous of purchasing the Property, subject to the conditions and other agreements hereinafter set forth, and Seller is agreeable to such sale and to such conditions and agreements.

NOW, THEREFORE, and for and in consideration of the premises and the respective undertakings of the parties hereinafter set forth and the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. AGREEMENT

1.01 In consideration of the purchase price and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Property, described in Exhibit "A".

II. PAYMENT OF PURCHASE PRICE

2.01 The purchase price (the "Purchase Price") for the Property shall be **Thirty-six Thousand Four Hundred Eighty Dollars and 00/100 dollars ($36,480),** (U.S. Currency) payable at time of closing.

III. CLOSING

3.01 The Closing (THE "CLOSING DATE", "DATE OF CLOSING", OR "CLOSING") of the transaction shall be held on or before one hundred and eighty (180) days following execution of this Agreement by the Purchaser, or within thirty (30) days of Purchaser's receipt of all closing documents, whichever is later. The Closing shall

be held at the office of the insuring title company or by mail. The procedure to be followed by the parties in connection with the Closing shall be as follows:

3.011 Seller shall convey a marketable title free of any liens, encumbrances, exceptions, or qualifications. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law. At the Closing, the Seller shall cause to be delivered to the Purchaser the items specified herein and the following documents and instruments duly executed and acknowledged, in recordable form:

3.0111 Warranty Deed in favor of Purchaser conveying title to the Property, free and clear of all liens and encumbrances other than:

(a) The lien for current taxes and assessments.

(b) Such other easements, restrictions, or conditions of record.

3.0112 Combined Purchaser-Seller closing statement.

3.0113 A "Gap Tax Proration, Owner's Non-Foreign Affidavit", as required by Section 1445 of the Internal Revenue Code and as required by the title insurance underwriter to insure the "gap" and issue the policy contemplated by the title insurance commitment.

3.0114 A W-9 Form, "Request for Taxpayer Identification and Certification" as required by the Internal Revenue Service.

3.012 At the Closing, the Purchaser, or its assignee, shall cause to be delivered to the Seller the following:

3.0121 A negotiable instrument (County Warrant) in an amount equal to the Purchase Price. No funds shall be disbursed to Seller until the Title Company verifies that the state of the title to the Property has not changed adversely since the date of the last endorsement to the commitment, referenced in Section 4.011 thereto, and the Title Company is irrevocably committed to pay the Purchase Price to Seller and to issue the Owner's title policy to Purchaser in accordance with the commitment immediately after the recording of the deed.

3.0122 Funds payable to the Seller representing the cash payment due at Closing in accordance with Article III hereof, shall be subject to adjustment for prorations as hereinafter set forth.

3.02 Each party shall be responsible for payment of its own attorney's fees. Seller, at its sole cost and expense, shall pay at Closing all documentary stamp taxes due relating to the recording of the Warranty Deed, in accordance with Chapter 201.01, Florida Statutes, and the cost and electronic fee of recording any instruments necessary to clear Seller's title to the Property. The cost of the Owner's Form B Title Policy, issued pursuant to the Commitment provided for in Section 4.011 below, shall be paid by Purchaser. The cost of the title commitment shall also be paid by Purchaser. If required by a Phase I report and desired by Purchaser, Seller shall pay for a Phase II Environmental Assessment selected by Purchaser.

3.03 Purchaser shall pay for the cost of recording the Warranty Deed. Real Property taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and any other applicable exemptions and paid by Seller. If Closing occurs at a date which the current year's millage is not fixed, taxes will be prorated based upon such prior year's millage.

IV. REQUIREMENTS AND CONDITIONS

4.01 Upon execution of this Agreement by both parties or at such other time as specified within this Article, Purchaser and/or Seller, as the case may be, shall perform the following within the times stated, which shall be conditions precedent to the Closing;

4.011 Within fifteen (15) days after the date hereof, Purchaser shall obtain as evidence of title an ALTA Commitment for an Owner's Title Insurance Policy (ALTA Form B-1970) covering the Property, together with hard copies of all exceptions shown thereon. Purchaser shall have thirty (30) days, following receipt of the title insurance commitment, to notify Seller in writing of any objection to title other than liens evidencing monetary obligations, if any, which obligations shall be paid at closing. If the title commitment contains exceptions that make the title unmarketable, Purchaser shall deliver to the Seller written notice of its intention to waive the applicable contingencies or to terminate this Agreement.

4.012 If Purchaser shall fail to advise the Seller in writing of any such objections in Seller's title in the manner herein required by this Agreement, the title shall be deemed acceptable. Upon notification of Purchaser's objection to title, Seller shall have thirty (30) days to remedy any defects to convey good and marketable title at Seller's expense, except for liens or monetary obligations which will be satisfied at Closing. Seller, at its sole expense, shall use its best efforts to make such title good and marketable. In the event Seller is unable to cure said objections within said time period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said

thirty (30) day period, may accept title as it then is, waiving any objection; or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the exceptions to title as shown in the title commitment.

4.013 Seller agrees to furnish any existing surveys of the Property in Seller's possession to Purchaser within ten (10) days of the effective date of this Agreement. Purchaser shall have the option, at its own expense, to obtain a current survey of the Property prepared by a surveyor licensed by the State of Florida. No adjustments to the Purchase Price shall be made based upon any change to the total acreage referenced in Exhibit "A," unless the difference in acreage revealed by survey exceeds 5% of the overall acreage. If the survey provided by Seller or obtained by Purchaser, as certified by a registered Florida surveyor, shows: (a) an encroachment onto the property; or (b) that an improvement located on the Property projects onto lands of others, or (c) lack of legal access to a public roadway, the Purchaser shall notify the Seller in writing of such encroachment, projection, or lack of legal access, and Seller shall have the option of curing said encroachment or projection, or obtaining legal access to the Property from a public roadway, within sixty (60) days of receipt of said written notice from Purchaser. Purchaser shall have ninety (90) days from the effective date of this Agreement to notify Seller of any such objections. Should Seller elect not to or be unable to remove the encroachment, projection, or provide legal access to the property within said sixty (60) day period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said sixty (60) day period, may accept the Property as it then is, waiving any objection to the encroachment, or projection, or lack of legal access, or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the Property with the encroachment, or projection, or lack of legal access.

V. INSPECTION PERIOD

5.01 Purchaser shall have one hundred twenty (120) days from the date of this Agreement, ("Inspection Period"), to determine through appropriate investigation that:

1. Soil tests and engineering studies indicate that the Property can be developed without any abnormal demucking, soil stabilization or foundations.
2. There are no abnormal drainage or environmental requirements to the development of the Property.
3. The Property is in compliance with all applicable State and Federal environmental laws and the Property is free from any pollution or contamination.

4. The Property can be utilized for its intended use and purpose in the Conservation Collier program.

5.02 If Purchaser is not satisfied, for any reason whatsoever, with the results of any investigation, Purchaser shall deliver to Seller prior to the expiration of the Inspection Period, written notice of its intention to waive the applicable contingencies or to terminate this Agreement. If Purchaser fails to notify the Seller in writing of its specific objections as provided herein within the Inspection Period, it shall be deemed that the Purchaser is satisfied with the results of its investigations and the contingencies of this Article V shall be deemed waived. In the event Purchaser elects to terminate this Agreement because of the right of inspection, Purchaser shall deliver to Seller copies of all engineering reports and environmental and soil testing results commissioned by Purchaser with respect to the Property.

5.03 Purchaser and its agents, employees and servants shall, at their own risk and expense, have the right to go upon the Property for the purpose of surveying and conducting site analyses, soil borings and all other necessary investigation. Purchaser shall, in performing such tests, use due care. Seller shall be notified by Purchaser no less than twenty-four (24) hours prior to said inspection of the Property.

VI. INSPECTION

6.01 Seller acknowledges that the Purchaser, or its authorized agents, shall have the right to inspect the Property at any time prior to the Closing.

VII. POSSESSION

7.01 Purchaser shall be entitled to full possession of the Property at Closing.

VIII. PRORATIONS

8.01 Ad valorem taxes next due and payable, after closing on the Property, shall be prorated at Closing based upon the gross amount of current year taxes, and shall be paid by Seller.

IX. TERMINATION AND REMEDIES

9.01 If Seller shall have failed to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, within ten (10) days of written notification of such failure, Purchaser may, at its option, terminate this Agreement by giving written notice of termination to Seller. Purchaser shall have the right to seek and enforce all rights and remedies available at law or in equity to

a contract vendee, including the right to seek specific performance of this Agreement.

9.02 The parties acknowledge that the remedies described herein and in the other provisions of this Agreement provide mutually satisfactory and sufficient remedies to each of the parties and take into account the peculiar risks and expenses of each of the parties.

X. SELLER'S AND PURCHASER'S REPRESENTATIONS AND WARRANTIES

10.01 Seller and Purchaser represent and warrant the following:

10.011 Seller and Purchaser have full right and authority to enter into and to execute this Agreement and to undertake all actions and to perform all tasks required of each hereunder. Seller is not presently the subject of a pending, threatened or contemplated bankruptcy proceeding. Seller further represents the Property is free from any and all occupants, tenants, and other persons or entities claiming possession of the Property at the time of closing. This provision shall survive closing.

10.012 Seller has full right, power, and authority to own and operate the Property, and to execute, deliver, and perform its obligations under this Agreement and the instruments executed in connection herewith, and to consummate the transaction contemplated hereby. All necessary authorizations and approvals have been obtained authorizing Seller and Purchaser to execute and consummate the transaction contemplated hereby. At Closing, certified copies of such approvals shall be delivered to Purchaser and/or Seller, if necessary.

10.013 The warranties set forth in this paragraph shall be true on the date of this Agreement and as of the date of Closing. Purchaser's acceptance of a deed to the said Property shall not be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.

10.014 Seller represents that it has no knowledge of any actions, suits, claims, proceedings, litigation or investigations pending or threatened against Seller, at law, equity or in arbitration before or by any federal, state, municipal or other governmental instrumentality that relate to this agreement or any other property that could, if continued, adversely affect Seller's ability to sell the Property to Purchaser according to the terms of this Agreement.

10.015 No party or person other than Purchaser has any right or option to acquire the Property or any portion thereof.

10.016 Until the date fixed for Closing, so long as this Agreement remains in force and effect, Seller shall not encumber or convey any portion of the Property or any rights therein, nor enter into any agreements granting any person or entity any rights with respect to the Property or any part thereof, without first obtaining the written consent of Purchaser to such conveyance, encumbrance, or agreement which consent may be withheld by Purchaser for any reason whatsoever.

10.017 Seller represents that they have (it has) no knowledge that there is or ever has been incinerators, septic tanks, or cesspools on the Property; all waste, if any, is discharged into a public sanitary sewer system; Seller represents that they have (it has) no knowledge that any pollutants are or have been discharged from the Property, directly or indirectly into any body of water. Seller represents that to their knowledge the Property has not been used for the production, handling, storage, transportation, manufacture, or disposal of hazardous or toxic substances or wastes, as such terms are defined in applicable laws and regulations, or any other activity that would have toxic results, and no such hazardous or toxic substances are currently used in connection with the operation of the Property, and there is no proceeding or inquiry by any authority with respect thereto. Seller represents that they have (it has) no knowledge that there is ground water contamination on the Property or potential of ground water contamination from neighboring properties. Seller represents that they have (it has) no knowledge that there is or ever has been any storage tanks for gasoline, or any other substances are or were located on the Property at any time during or prior to Seller's ownership thereof. Seller represents that they have (it has) no knowledge that any part of the Property has ever been used as a sanitary landfill.

10.018 Seller has no knowledge that the Property and Seller's operations concerning the Property are in violation of any applicable Federal, State or local statute, law or regulation, or of any notice from any governmental body has been served upon Seller claiming any violation of any law, ordinance, code or regulation or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property in order to comply with any laws, ordinances, codes or regulation with which Seller has not complied.

10.019 Seller has no knowledge of unrecorded leases, licenses or other possessory interests, restrictions, easements, or rights of way (other than existing zoning regulations) that restrict or affect the use of the Property, and there are no maintenance, construction, advertising, management, leasing, employment, service, or other contracts affecting the Property.

10.020 Seller has no knowledge that there are any suits, actions or arbitration, bond issuances or proposals therefor, proposals for public improvement assessments, pay-back agreements, paving agreements, road expansion or improvement agreements, utility moratoriums, use moratoriums, improvement moratoriums, administrative or other proceedings or governmental investigations or requirements, formal or informal, existing or pending or threatened which affects the Property or which adversely affects Seller's ability to perform hereunder; nor is there any other charge or expense upon or related to the Property which has not been disclosed to Purchaser in writing prior to the effective date of this Agreement.

10.021 Seller acknowledges and agrees that Purchaser is entering into this Agreement based upon Seller's representations stated above and on the understanding that Seller will not cause the zoning or physical condition of the Property to change from its existing state on the effective date of this Agreement up to and including the Date of Closing. Therefore, Seller agrees not to enter into any contracts or agreements pertaining to or affecting the Property and not to do any act or omit to perform any act which would change the zoning or physical condition of the Property or the governmental ordinances or laws governing same. Seller also agrees to notify Purchaser promptly of any change in the facts contained in the foregoing representations and of any notice or proposed change in the zoning, or any other action or notice, that may be proposed or promulgated by any third parties or any governmental authorities having jurisdiction of the development of the property which may restrict or change any other condition of the Property.

10.022 At the Closing, Seller shall deliver to Purchaser a statement (hereinafter called the "Closing Representative Statement") reasserting the foregoing representations as of the Date of Closing, which provisions shall survive the Closing.

10.023 Seller represents, warrants and agrees to indemnify, reimburse, defend and hold Purchaser harmless from any and all costs (including attorney's fees) asserted against, imposed on or incurred by Purchaser, directly or indirectly, pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment which shall be in accordance with, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., ("CERCLA" or "Superfund"), which was amended and upgraded by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), including any amendments or successor in function to these acts. This provision and the rights of Purchaser, hereunder, shall survive Closing and are not deemed satisfied by conveyance of title.

10.024 Any loss and/or damage to the Property between the date of this Agreement and the date of Closing shall be Seller's sole risk and expense.

XI. NOTICES

11.01 Any notice, request, demand, instruction, or other communication to be given to either party hereunder shall be in writing, sent by facsimile with automated confirmation of receipt, or by registered, or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Purchaser:
Summer Araque, Coordinator
Conservation Collier Program
Collier County Parks and Recreation Division
Public Services Department
Golden Gate Community Park
3300 Santa Barbara Blvd.
Naples, Florida 34116

With a copy to:
Attn: Vera Ivanova
Collier County Real Property Management
3335 Tamiami Trail East, Suite 102
Naples, Florida 34112
Telephone number: 239-252-7609
Fax number: 239-252-8876

If to Seller:
Abel Chavez Martinez
3181 27th Ave
NE Naples, FL 34120
Telephone number: 239-877-5181
Fax number: N/A

With a copy to:
Victoria Itzel Chavez
3181 27th Ave
NE Naples, FL 34120
Telephone number: 239-827-9760
Fax number: N/A

11.02 The addressees and numbers for the purpose of this Article may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last

addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

XII. REAL ESTATE BROKERS

12.01 Any and all brokerage commissions or fees shall be the sole responsibility of the Seller. Seller shall indemnify Purchaser and hold Purchaser harmless from and against any claim or liability for commission or fees to any broker or any other person or party claiming to have been engaged by Seller as a real estate broker, salesman or representative, in connection with this Agreement. Seller agrees to pay any and all commissions or fees at closing pursuant to the terms of a separate agreement, if any.

XIII. MISCELLANEOUS

13.01 This Agreement may be executed in any manner of counterparts which together shall constitute the agreement of the parties.

13.02 This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustee, and assignees whenever the context so requires or admits.

13.03 Any amendment to this Agreement shall not bind any of the parties hereof unless such amendment is in writing and executed and dated by Purchaser and Seller. Any amendment to this Agreement shall be binding upon Purchaser and Seller as soon as it has been executed by both parties.

13.04 Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend, or limit the scope or intent of this Agreement or any provisions hereof.

13.05 All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

13.06 No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

13.07 If any date specified in this Agreement falls on a Saturday, Sunday, or legal holiday, then the date to which such reference is made shall be extended to the next succeeding business day.

13.08 Seller is aware of and understands that the "offer" to purchase represented by this Agreement is subject to acceptance and approval by the Board of County Commissioners of Collier County, Florida.

13.09 If the Seller holds the Property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall make a written public disclosure, according to Chapter 286, Florida Statutes, under oath, of the name and address of every person having a beneficial interest in the Property before Property held in such capacity is conveyed to Collier County. (If the corporation is registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public, it is hereby exempt from the provisions of Chapter 286, Florida Statutes.)

13.10 This Agreement is governed and construed in accordance with the laws of the State of Florida.

XIV. ENTIRE AGREEMENT

14.01 This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement, or any such referenced agreements has been or is being relied upon by either party. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed and dated by both Purchaser and Seller. Time is of the essence of this Agreement.

XV. ACKNOWLEDGMENT OF POTENTIAL FUTURE USE

15.01 Any development rights or credits available on the Property are relinquished by the Seller and conveyed to the Purchaser at closing as part of the sale of the Property.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have signed below.

Dated Project/Acquisition Approved by BCC:_____

AS TO PURCHASER:

ATTEST:

CRYSTAL K. KINZEL, Clerk of the
Circuit Court and Comptroller

_____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

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AS TO SELLER:

DATED: 11/09/24

By: Abel Chavez

Print Name: Abel Chavez Martinez,
as Joint Tenants with Right of Survivorship

DATED: 11/09/24

By:

Print Name: Victoria Itzel Chavez
as Joint Tenants with Right of Survivorship

Approved as to form and legality:

_____

_____, Assistant County Attorney

EXHIBIT "A"

PROPERTY IDENTIFICATION NUMBER: 39149760007

THE EAST 75 FEET OF THE EAST 150 FEET OF TRACT 84, OF UNIT 47 GOLDEN GATE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 32, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

1.14 ACRES

Conservation Collier Land Acquisition Program

Project Design Report

Martinez Property

Date: January 2025

Property Owner: Abel Chavez Martinez

Folio(s): 39149760007

Location: GOLDEN GATE EST UNIT 47 TR 84

Size: 1.14 acres

Purchase Price: $36,480

History of Project:

Selected for the "A" category, #1 priority, on the Active Acquisition List (AAL) by CCLAAC	Selected for the "A" category, #1 priority, on AAL by BCC	Purchase offer made to owners	Purchase offer accepted
3/6/2024	6/25/2024	10/21/2024	10/21/2024

Purpose of Project: Environmental Conservation – Conservation Collier Program

Program Qualifications:

This parcel is located on the northern side of the Horsepen Strand near a Panther Walk Preserve parcel. The Martinez parcel met the Initial Screening Criteria identified in the Conservation Collier Ordinance, No. 2002-63, as amended, including presence of native habitat, potential for nature-based recreational and educational opportunities, protection of water resource values and wetland dependent species habitat, presence of significant biological/ecological values, listed species habitat, connectivity, and restoration potential.

This parcel offers access from 68th Ave NE west of Everglades Blvd – a paved public road. This property could accommodate seasonal outdoor recreation, particularly due to the proximity to the Panther Walk Preserve.

The parcel is part of the greater Horsepen Strand flow way and contains hydric pine flatwoods and marsh. This parcel is home to many wetland dependent species of flora and fauna including Florida panthers that have been documented within the strand.

This parcel, when joined with many others, can protect the flow of both wildlife and water through the Horsepen Strand.

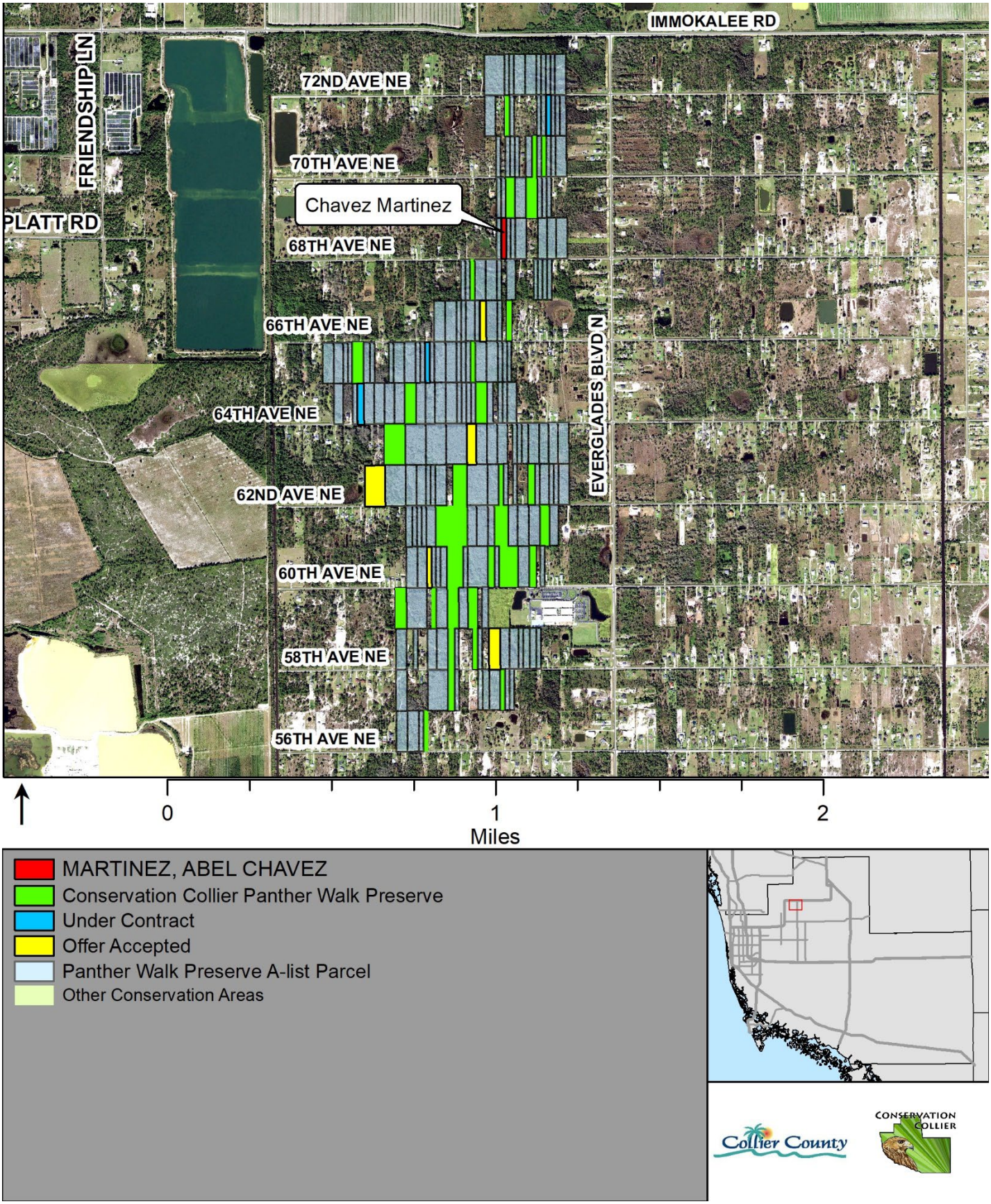
Zoning, Growth Management and Land Use Overlays: The Panther Walk and Horsepen Strand project parcels are entirely within the Northern Golden Gate Estates. The zoning classification for all the parcels is Estates (E), a rural residential classification. There are no additional land use overlays applicable.

Projected Management Activities: No hydrologic changes are necessary to maintain wetland characteristics on the project site. Projected management activities include the removal of invasive plants, the development of a Land Management Plan, and continued development of public access to selected portions of the preserve.

Estimated Management Costs:

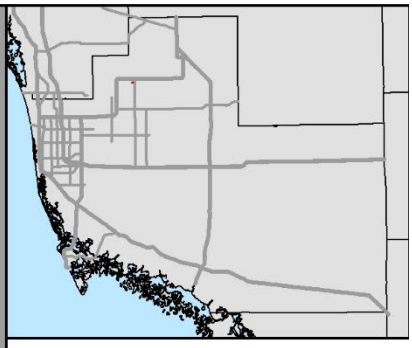
Management Element	2025	2026	2027	2028	2029
Exotics	$340	$230	$230	$230	$170
Signage	$200				
Total	**$540**	**$230**	**$230**	**$230**	**$170**

SEE PAGES 3 AND 4 FOR AERIAL MAPS OF THE PARCEL.


IMMOKALEE RD
FRIENDSHIP LN
PLATT RD
72ND AVE NE
70TH AVE NE
Chavez Martinez
68TH AVE NE
66TH AVE NE
64TH AVE NE
62ND AVE NE
60TH AVE NE
58TH AVE NE
56TH AVE NE
EVERGLADES BLVD N
0
1
2
Miles
MARTINEZ, ABEL CHAVEZ
Conservation Collier Panther Walk Preserve
Under Contract
Offer Accepted
Panther Walk Preserve A-list Parcel
Other Conservation Areas
Collier County
CONSERVATION COLLIER



MARTINEZ, ABEL CHAVEZ
Conservation Collier Panther Walk Preserve
Panther Walk Preserve A-list Parcel



Collier County

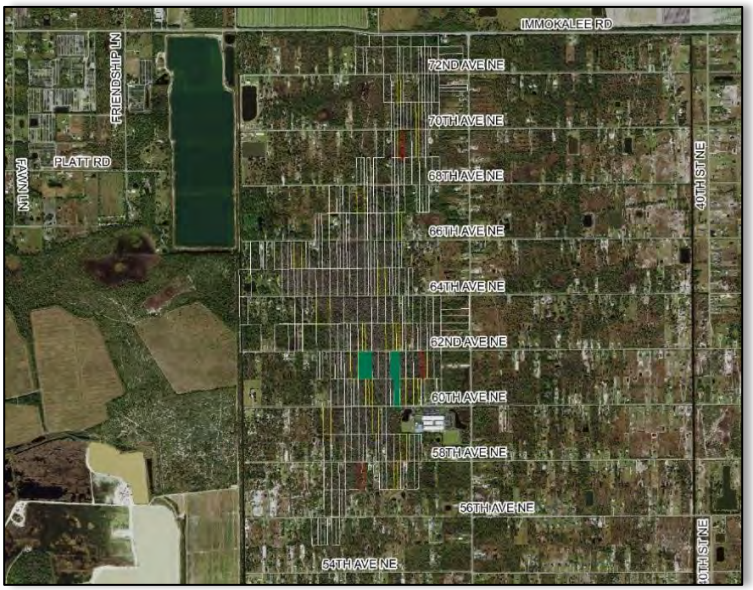
CONSERVATION COLLIER

Carroll & Carroll
Real Estate Appraisers & Consultants

APPRAISAL REPORT

FOR

THE CONSERVATION COLLIER PROGRAM AND THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS



SUBJECT PROPERTY:
PANTHER WALK PRESERVE
NAPLES, FL 34120

AT THE REQUEST OF:
ROOSEVELT LEONARD, R/W-AC
SUPERVISOR – REAL PROPERTY MANAGEMENT
COLLIER COUNTY FACILITIES MANAGEMENT/REAL PROPERTY
3335 TAMIAMI TRAIL E., STE. 101
NAPLES, FL 34112

ASSIGNMENT NO.:
6768-TS

APPRAISAL EFFECTIVE DATE:
JULY 12, 2024

DATE OF REPORT:
JULY 22, 2024

2805 Horseshoe Dr. S., Ste 1 • Naples, Florida 34104-6161
239.775.1147 office • 239.775.2154 fax

www.CarrollandCarroll.com

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SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

This information is summarized only for convenience. The value given is the final, rounded conclusion of the appraisal. To use this summary without first reading the appraisal report could be misleading.

PROPERTY INFORMATION

Property Identification	Panther Walk Preserve Market Area Naples, FL 34120
Property Description	Panther Walk Preserve consists of 262 parcels or a total of 513.07 acres located within Golden Gate Estates, Units 42, 44, and 47 in Naples, Florida.
Property Type	Vacant Land
Owner of Record	Full List Copied into the Addendum
Property ID #	Full List Copied into the Addendum

CLIENT INFO & VALUE CONCLUSIONS

Client	Collier County Facilities Management Department
Intended Use	To assist the Conservation Collier Program and the Collier County Board of County Commissioners.
Intended Users	Conservation Collier Program and the Collier County Board of County Commissioners.
Appraisal Effective Date	July 12, 2024
Date of Report	July 22, 2024
Date of Inspection	N/A
Purpose of Appraisal	Estimate the market value on a price per acre basis within the Panther Walk Preserve for the various tiers for parcels ranging in size from 1.14 acres-2.73 acres and 2.74 acres-5.00 acres. Tiers I. Up to 25% Wetlands II. 26-50% Wetlands III. 51-75% Wetlands IV. 76-100% Wetlands
Estate Appraised	Fee Simple
Interest Appraised	100%
Estimated Market Values	**1.14-2.73 Acres** I Up to 25% Wetlands $65,000 per acre II 26-50% Wetlands $47,000 per acre III 51-75% Wetlands $37,000 per acre IV 76-100% Wetlands $32,000 per acre

	2.74-5.00 Acres	
	I Up to 25% Wetlands	$49,000 per acre
	II 26-50% Wetlands	$42,000 per acre
	III 51-75% Wetlands	$33,000 per acre
	IV 76-100% Wetlands	$30,000 per acre

GENERAL INFO

Appraiser	Timothy W. Sunyog, MAI State-Certified General Appraiser RZ 3288
Scope of Work	All applicable approaches to value were developed.

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

None

HYPOTHETICAL CONDITIONS

None

CERTIFICATION

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF:

I did not physically inspect the Panther Walk Preserve parcels or comparable sales, but I relied on aerial photography for my analysis.

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and our personal, impartial and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I previously appraised the property September 1, 2023 for the Collier County Facilities Management Department. I have had no other relationship to the client or the property within the three years prior to accepting this assignment.

I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. I am also subject to the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, which includes provisions for peer review.

The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board and to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

No one other than the undersigned prepared the analyses, opinions and conclusions concerning real estate that are set forth in this report.

As of the date of this report, I have completed the requirements of the continuing education program of the State of Florida, and for Designated Members of the Appraisal Institute.

CARROLL & CARROLL



Timothy W. Sunyog, MAI
Cert Gen RZ3288

SCOPE OF WORK

All applicable approaches to value were developed and the value conclusion reflects all known information about the subject property, market conditions, and available data.

The scope of work was:

- I did not physically inspect the Panther Walk Preserve parcels or the comparable sales, but I relied on aerial photography.

- Reviewed aerial photographs, land use plans, the Land Development Code, the Conservation Collier Initial Criteria Screening Report, and other documentation.

- Reviewed how the properties relate to their neighborhood and to the broader market area in development of an opinion of highest and best use.

- Researched vacant land comparable sales, listings, and pending sales.

- Developed the sales comparison approach.

- Estimated the market value on a price per acres basis within Panther Preserve for the various tiers for parcels ranging in size from 1.14 acres-2.73 acres and 2.74 acres-5.00 acres.

  Tiers
  I. Up to 25% Wetlands
  II. 26-50% Wetlands
  III. 51-75% Wetlands
  IV. 76-100% Wetlands

- Prepared an appraisal report summarizing the appraisal assignment, the property appraised, the application of the appraisal methodology, and the logical support for the value conclusions.

Sources of market data included local and regional MLS systems, CoStar, LoopNet, public records, and interviews with real estate brokers.

ESTATE APPRAISED

The estate appraised is the Fee Simple Absolute. For appraisal purposes Fee Simple Absolute is synonymous with Fee Simple.

The Dictionary of Real Estate Appraisal, Seventh Edition, published 2022 by the Appraisal Institute, defines Fee Simple Estate as:

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

We consider easements, but only to the extent that they are known to us. Appraisal of the fee simple means that an improved property is vacant and available to be put to its highest and best use.

DEFINITION OF MARKET VALUE

In United States tax law, the definition of *Fair Market Value* is found in the United States Supreme Court decision in the *Cartwright* case:

> The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

United States v. Cartwright, 411 U. S. 546, 93 S. Ct. 1713, 1716-17, 36 L. Ed. 2d 528, 73-1 U.S. Tax Case. (CCH) ¶ 12,926 (1973) (quoting from U.S. Treasury regulations relating to Federal estate taxes, at 26 C.F.R. sec. 20.2031-1(b)).

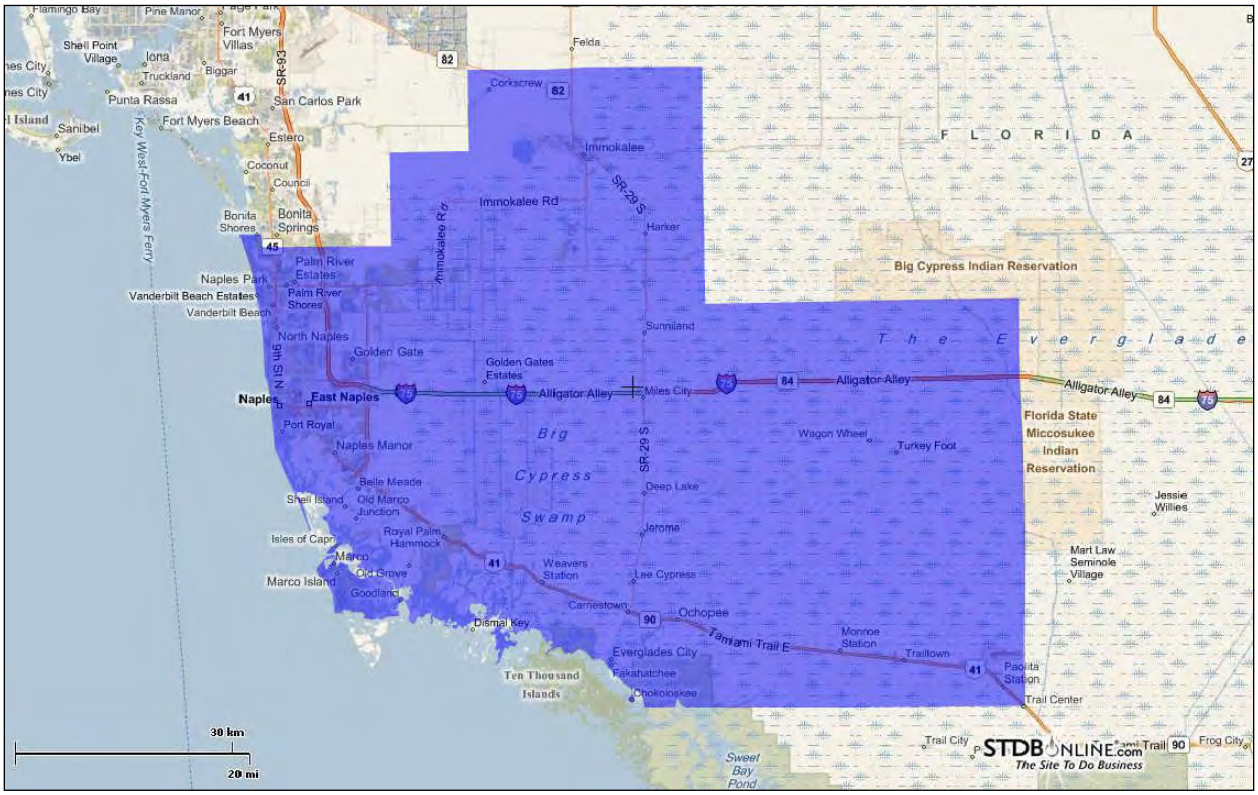
ASSUMED EXPOSURE TIME

The reasonable exposure time is assumed to have already occurred as of the appraisal effective date. The assumed reasonable exposure time was between 6 and 9 months.

AREA INFORMATION

COLLIER COUNTY ANALYSIS

An analysis of geography, transportation, population, employment, income, and education for Collier County is performed using data provided by Site to Do Business, Florida Office of Economic & Demographic, United States Department of Labor, all recognized source(s).



GEOGRAPHY

Collier County is the most southerly county on Florida's west coast offering mainland coastal development. Collier County is west of Ft. Lauderdale and south of Tampa. With 2,025 square miles of land area, it is the largest county in Florida. About 63% of the land area is in public ownership, is set aside for environmental preservation, or is scheduled for public land acquisition.

The region enjoys a climate that is classified as subtropical. Summers are relatively mild, and winters are usually frost free. A hard freeze is a rarity. The climate, especially in winter, is one that attracts and is enjoyable to most people.

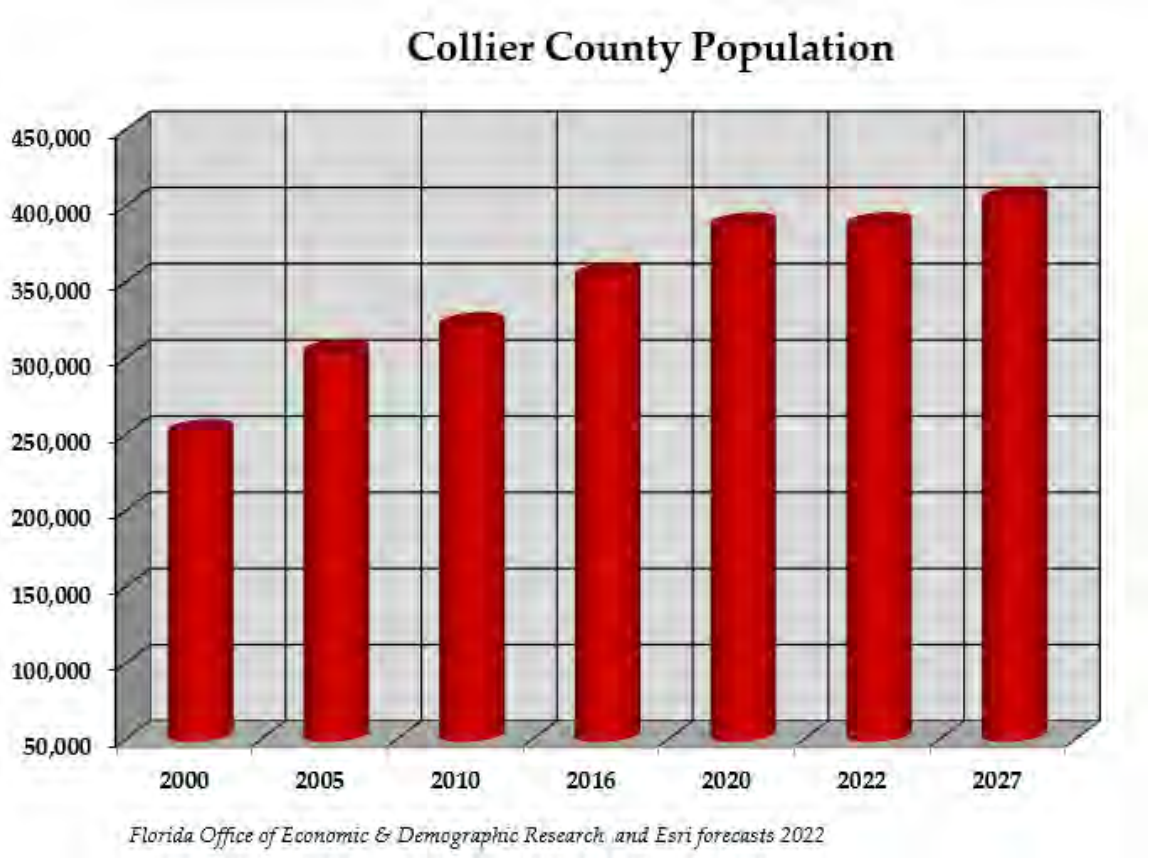
The geography of the area runs generally northwest and southeast as indicated by the trend of the coastline. Beaches extend from the northern county line south to Cape Romano and then, as the coastline trends further to the southeast, beaches give over to mangrove islands and swamps. Moving northeastward from the beaches, elevations increase very slowly. Most of the county is less than 15 feet above mean sea level. Although changes in elevation

are gradual, they are well defined by variations in vegetation. Much of the county is, or was once, wetland. The once plentiful marine resources are largely depleted, but still provide good sport fishing.

Population centers include the coastal communities of Naples, Marco Island and Everglades/Chokoloskee. Immokalee, the single large interior community, is in north Collier County and is the agricultural center of the region.

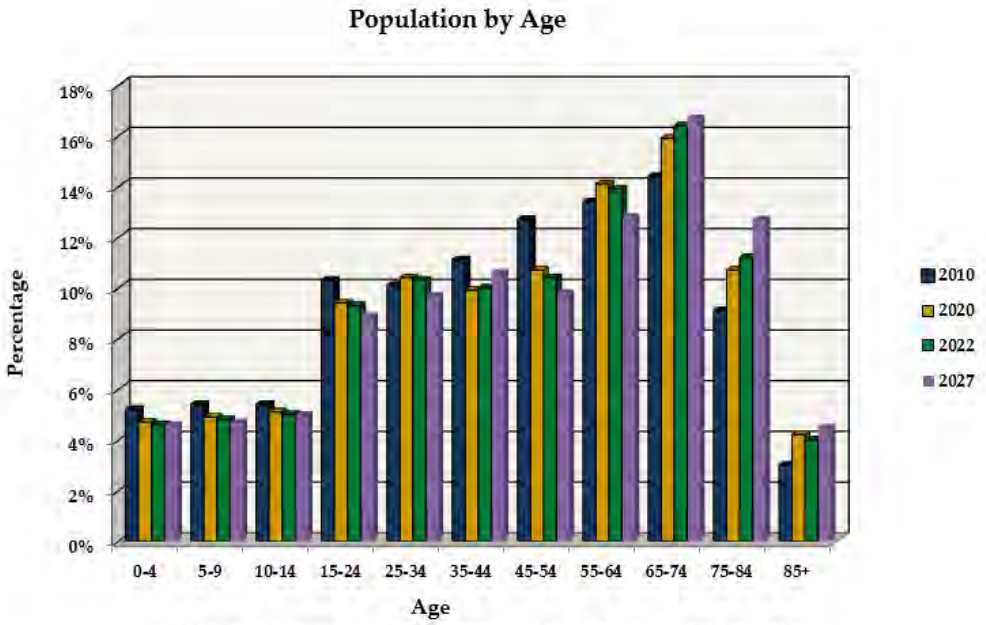
POPULATION

"The social forces studied by appraisers primarily relate to population characteristics. The demographic composition of the population reveals the potential demand for real estate, which makes the proper analysis and interpretation of demographic trends important in an appraiser's analysis." The total population, it's composition by age and gender, and the rate of household formation and dissolution strongly influence real property values. (*The Appraisal of Real Estate 14th Edition*)



Collier County's population has continued to increase year after year. The population has increased only 0.1% as of 2022 from 2020. The population forecasts through 2027 calls for a continued steady growth cycle with an estimated 4.4% population growth from 2022 to 2027.

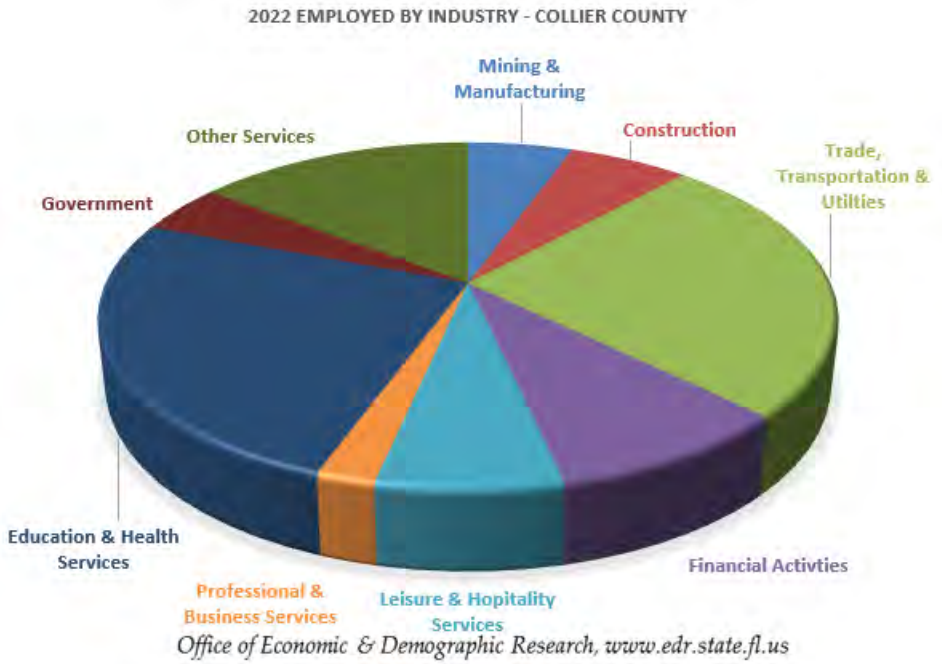
Collier County is a popular retirement destination. As of 2022, 55.9% of the County's residents are over the age of 45. The 2027 forecasts depict an aging community with 56.5% of the population 45 years of age or older.



U.S. Census Bureau, Census 2020 Summary File 1. Esri forecasts for 2022 and 2027

EMPLOYMENT

Collier County is a largely service based economy with 32.1% of the employees in the leisure, hospitality, education, and health service industries and 26% in professional, business, financial and other services. Trade, transportation, & utilities along with government jobs account for 36.4% of the County's employees. Industries such as natural resources/mining, construction, and manufacturing make up only 5.5% of the market.



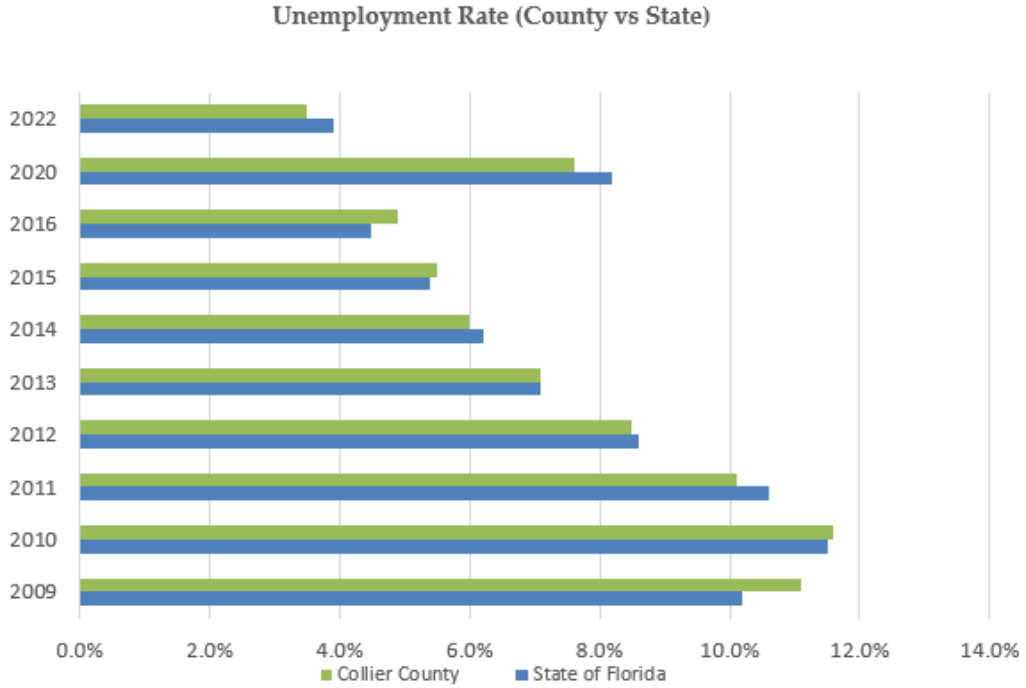
Office of Economic & Demographic Research, www.edr.state.fl.us

Top 10 Largest Employers SWFL-2022

Rank	Company	Employees
1	Lee Health	13595
2	Lee County School District	12936
3	Lee County Local Government	9038
4	Publix	8728
5	NCH Healthcare System	7017
6	Walmart	6516
7	Collier County School District	6422
8	Collier County Government	5000
9	Florida Gulf Coast University	3430
10	Arthrex, Inc	3000

*Source: SOUTHWEST FLORIDA ECONOMIC DEVELOPMENT ALLIANCE NOTE: * DATA AS RECENT AS 2018 Q3; ** DATA AS RECENT AS 2017*

The unemployment rate in Collier County exceeded the state average by a slight margin in the years 2015 and 2016. The unemployment rate then declined through 2020 as the economy improved and, until recently, Collier County's unemployment rates decreased more rapidly than the state.



United States Department of Labor/Bureau of Labor Statistics/LAU Statistics Map

INCOME

Collier County's per capita income and median household income levels are higher than state statistics. The most substantial difference between Collier County and the state is the large percentage difference in household incomes above $100,000 where Collier County exceeds the state by over 12%. Collier County's percentage household incomes ranging from $25,000 to $74,999 is slightly lower than the percentage of household incomes in the state, only mirroring that of the state at $75,000 to $99,000, and from there exceeding the percentage of the state. Income levels vary greatly within different areas of Collier County, and so will be discussed in greater detail in the Market Area descriptions.

TRANSPORTATION

The transportation system reflects local geography, population densities and the primary motivators of tourism, service industry employment, the construction industry, agriculture, and leisure activities.

ROADS

The earliest roads were coastal, extending from north to south in the early twentieth century with the first settlers. Principal among these is US-41, commonly referred to as the Tamiami Trail because it was built to connect Tampa and Miami. Where it passes through the coastal community US-41 is a four or six lane divided highway with landscaped medians, curb and gutter, streetlights and often with concrete sidewalks. The Trail is the principal coastal arterial and one that defines several important boundaries. Often there is a noticeable land value difference east and west of US-41 because the affluent coastal population prefers to shop and trade close to home. As the highway turns southeast from downtown Naples toward Miami the Trail defines the boundary of the coastal management zone which affects development densities and storm evacuation requirements. The eastern segment of US-41 is a designated national scenic highway popular with tourists, especially during the winter season as they seek adventure in the Everglades.

A system of asphalt surfaced arterials, major collectors, minor collectors, and neighborhood streets extend into the urban area east and west from US-41. North-south arterials and major collectors are established about one mile apart. From west to east, these include Goodlette-Frank Road, Airport-Pulling Road, Livingston Road, Santa Barbara Boulevard and Collier Boulevard. The east-west grid is spaced about two miles apart; from north to south being Immokalee Road (CR-864), Vanderbilt Beach Road (CR-862), Pine Ridge Road (CR-896), Golden Gate Parkway (CR-886), Radio Road (CR-856), Davis Boulevard (SR-84), and Rattlesnake Hammock Road (CR-864). Within the urban area all of these are at least 4 lane divided highways.

East of Collier Boulevard the road system reflects the economies of scale of Golden Gate Estates subdivision (the Estates) where 102 square miles of rural subdivision is supported by a grid system of paved and unpaved 2 lane streets, with 2 and 4 lane asphalt surfaced

major collectors. Golden Gate Boulevard, a 4-lane divided road for five of its eleven miles east of CR-951, is the principal east-west collector. Everglades Boulevard (2 lane and asphalt surfaced) is the north-south major collector extending south from Immokalee Road 14 miles to the grade separation at I-75 where it continues into the Picayune Strand State Forest. Most of the neighborhood streets in Golden Gate Estates are asphalt. Collier County is planning to extend east-west collectors through the Estates along the alignment of Vanderbilt Beach Road and somewhere south of Golden Gate Boulevard. A north-south connection is also planned from the eastern terminus of White Boulevard (Pine Ridge Road) north to Golden Gate Boulevard.

Interstate highway 75 (I-75) was extended from north to south through Collier County in the mid-1980s along a flood-proof route about five miles inland. Directly east of the City of Naples I-75 joins the original alignment of State Road 84 (Alligator Alley) connecting with Florida's east coast at Ft. Lauderdale. The coastal community I-75 interchanges are spaced three to four miles apart at Immokalee Road (CR-864), Pine Ridge Road (CR-896), Golden Gate Parkway (CR-886), and at Collier Boulevard/Davis Boulevard (CR-951/SR-84). Twenty-one miles east of the coastal community is an interchange at State Road 29; the last interchange in Collier County. Collier County and the FDOT continue to study the feasibility of an interchange at Everglades Boulevard.

The advent of I-75 signaled a change in the relationship of Collier County to the rest of Florida and the United States. While US-41 was the only north-south arterial, Collier County was dominated by the conservative mid-western influences of seasonal residents and somewhat isolated from the larger urban areas of Florida. After the late 1980s, road access to Collier was made much more convenient to the northeast via connections with I-4 and I-95. This had the effect of broadening Collier’s market exposure and it stimulated growth. The extension of I-75 south into Dade County promoted better access for European tourists and made Collier County transient lodging attractive for east coast weekenders.

Strategic connections exist where Collier Boulevard and CR-92 extend south and west from US-41 providing access to the City of Marco Island from the greater Naples area and from Florida's east coast, respectively. State Road 29 connects the southwest Florida agricultural center of Immokalee with points north, with the Naples coastal community via CR-846, with the Ft. Myers coastal community via SR-82, and with US-41 at Everglades City which is the western gateway to Everglades National Park and the 10,000 Islands region of Collier's southwest coast.

The road transportation system is well planned, well maintained, and operating at acceptable capacity. Ambitious road construction projects undertaken in anticipation of growth projections and funded by impact fees have caught up with development. The road system reflects Collier's position at the southerly limit of development on Florida's west coast.

MASS TRANSIT

Collier Area Transit (CAT), operated by Collier County Alternative Transportation Modes Department, provides inexpensive alternative transportation throughout the county linking major employment centers of Naples with Marco Island and Immokalee. There are several circulation routes with stops at the County government complex, hospitals, and major shopping establishments. The system accommodates bicycle transport and personal items.

The same County department administers the Collier Area Para Transit system which provides subsidized transportation services for the disabled and economically disadvantaged.

This is a successful and growing system that connects people with jobs, essential services, and shopping while reducing transportation costs and road congestion.

AIRPORTS

Collier County is supported by a system of five public airports. Southwest Florida International Airport (RSW) is located in Lee County 25 miles north of Naples; a 45-minute drive via I-75 from the Collier center of population. This facility serves the five county southwest Florida regions offering domestic and international air carrier service. It is modern, convenient, and has planned expansion to keep up with regional growth.

Naples Municipal Airport (APF) owned by the City of Naples and operated by the independently constituted Naples Airport Authority which derives its revenue principally from fuel sales. This small airport (about 1 sq. mi.) is located one mile east of downtown Naples. It serves the coastal community and is especially convenient to affluent residents who own private aircraft, to the corporate convention business of the large beachfront hotels, and to essential services like mosquito control, Emergency Medical Services (EMS), the Sheriff's office, and private air ambulance services. The two paved runways (5/23 @ 5,290' and 14/32 @ 5,000') will support jets including the G4 and Challenger series. Naples airport is tower controlled and fully certified for commercial operations and is home to several aircraft charter services and flight training schools. In 2005, Naples Municipal Airport accommodated 163,434 aircraft operations, a record high. Annual operations decreased by nearly 50% from 2005 to 2011. The total operations for 2020 were 104,479, which is a 5.2% increase from the previous year. Due to its downtown location, Naples airport has restricted operations of the noisiest jet aircraft and is at the leading edge of noise abatement measures.

The Collier County Airport Authority owns and operates airports at Marco Island, in Everglades City, and at Immokalee. These are primarily funded through fuel sales and hangar leases. Marco Island Airport (MKY) is a very small (64.47 acres) general aviation facility on the mainland four miles northeast of Marco Island. The single paved runway (17/35 @ 5,000') will support light jet traffic. Hanger and ramp space is very limited. Fuel is

available. This airport is convenient to Marco Island residents and to the corporate convention business of the Island hotels. Immokalee Regional Airport (IMM) is one mile east of Immokalee and 35 miles by road northeast of Naples. This 2 square mile airport has two paved 5,000-foot runways (18/36 and 09/27) a third diagonal runway is now used as a weekend drag racing strip. The airport is in the Florida Rural Enterprise Zone and a HUB Empowerment Zone. A 60-acre zone in and around the airport is a designated Foreign Trade Zone. To date, the economic potential of this airport is largely unrealized. However, the field is active as a training destination for coastal-based flight schools, it hosts aerial firefighting and crop-dusting operations, and it bases numerous private aircraft. The Everglades Airpark (X01) is a light duty general aviation facility of 29.14 acres that is within walking distance of downtown Everglades City. The single paved strip (15/33 @ 2,400') supports itinerant coastal traffic and half a dozen-based aircraft. Fuel, a comfortable pilot center and bicycles are available.

The aviation community Is well supported. The greater Naples area is the beneficiary of the winter season influx of corporate executives and affluent individuals who can afford luxury private jet travel.

MARINE TRANSPORTATION

There is no deep-water port and no commercial marine activity other than that associated with commercial fishing, charter sport fishing, and the marine towing services that support the pleasure boat industry. The controlling depth to the municipal dock in Naples Bay is six feet at mean low water. The US Coast Guard maintains a dredged and well-marked intracoastal waterway from the head of Naples Bay to Coon Key southeast of Marco Island. Local geography requires vessels northbound from Naples to transit 30 miles of the Gulf of Mexico before returning to the sheltered intracoastal system at Sanibel Island. According to the Marine Industries Association of Collier County, as of early 2018 there were 57,685 registered vessels in Southwest Florida. In 2022, Florida registered over 1 million recreational boats. Seasonally, excursions from Marco Island to Key West and from Ft. Myers Beach to Key West are scheduled daily.

EDUCATION

The Collier County School District provides public education to about 47,000 students encompassing grades K-12 and employs almost 7,000 people of which 3,200 are teachers. The district has 51 public schools consisting of 31 elementary, 10 middle, 8 high schools, one K-12 (Everglades City School), and 1 virtual school. There are also 12 alternative school programs and two technical colleges, Lorenzo Walker Technical College, and Immokalee Technical College, which offer short term and long-term training to adults and high school students.

Between 2015 and 2020, the school district had an overall population growth of more than 6,000 students but recently student population growth has leveled off and slightly

decreased. The student population is a diverse culture. 55% of students live in homes where English is not the first language. Students come from 76 different countries of origin and speak 104 different languages.

Collier County School District continues to receive an "A" grade by the State of Florida Department of Education. The district and all schools are accredited by the Southern Association of Colleges and Schools Council. Collier County is the leader in Florida in educational technology. It is also a leader in advanced educational programs, offering dual enrollment and Advance Placement courses, Cambridge Advanced International Certificate of Education and Laureate diplomas. Career training is available through 32 career academies.

In addition to the public-school system, there are numerous private schools throughout the county. Approximately, 16% of all K-12 students in Collier County are educated in private schools.

Collier County is also home to several colleges and accredited universities. Three colleges have campuses in Collier County: Ave Maria University, Keiser University and Florida Southwestern State College (formerly Edison Community College). Ave Maria University is a private catholic university that offers both undergraduate and graduate programs including a law school has around 1,245 students. Keiser University is a private university that offers both undergraduate and graduate programs to over 17,990 students throughout 20 campuses in Florida and an online learning program. Florida Southwestern State College with campuses in Naples, Punta Gorda, and Ft. Myers, offers both two-year and four-year degree programs for 14,714 students. Formerly located in Naples, now in Fort Myers, Hodges University is a private four-year college that offers bachelor's and master's degrees in 20 disciplines for around 1,676 students. Nearby Florida Gulf Coast University (located in southern Lee County) is one of the state's fastest growing institutions and home to over 16,000 students.

CONCLUSION

At the southerly limit of urban development on Florida's west coast, Collier County offers the climate, natural resources, and sporting opportunities to support a superb retirement community. The quality of infrastructure, schools, and social services is what one would expect of such an area. We are experiencing a surge in new development projected to take us through the next several years. In the long term, the attractions of the climate and location, and the stability of fixed-account affluence promise continuing prosperity although probably without the strong emphasis on new development.

MARKET AREA

Market Area is defined as:

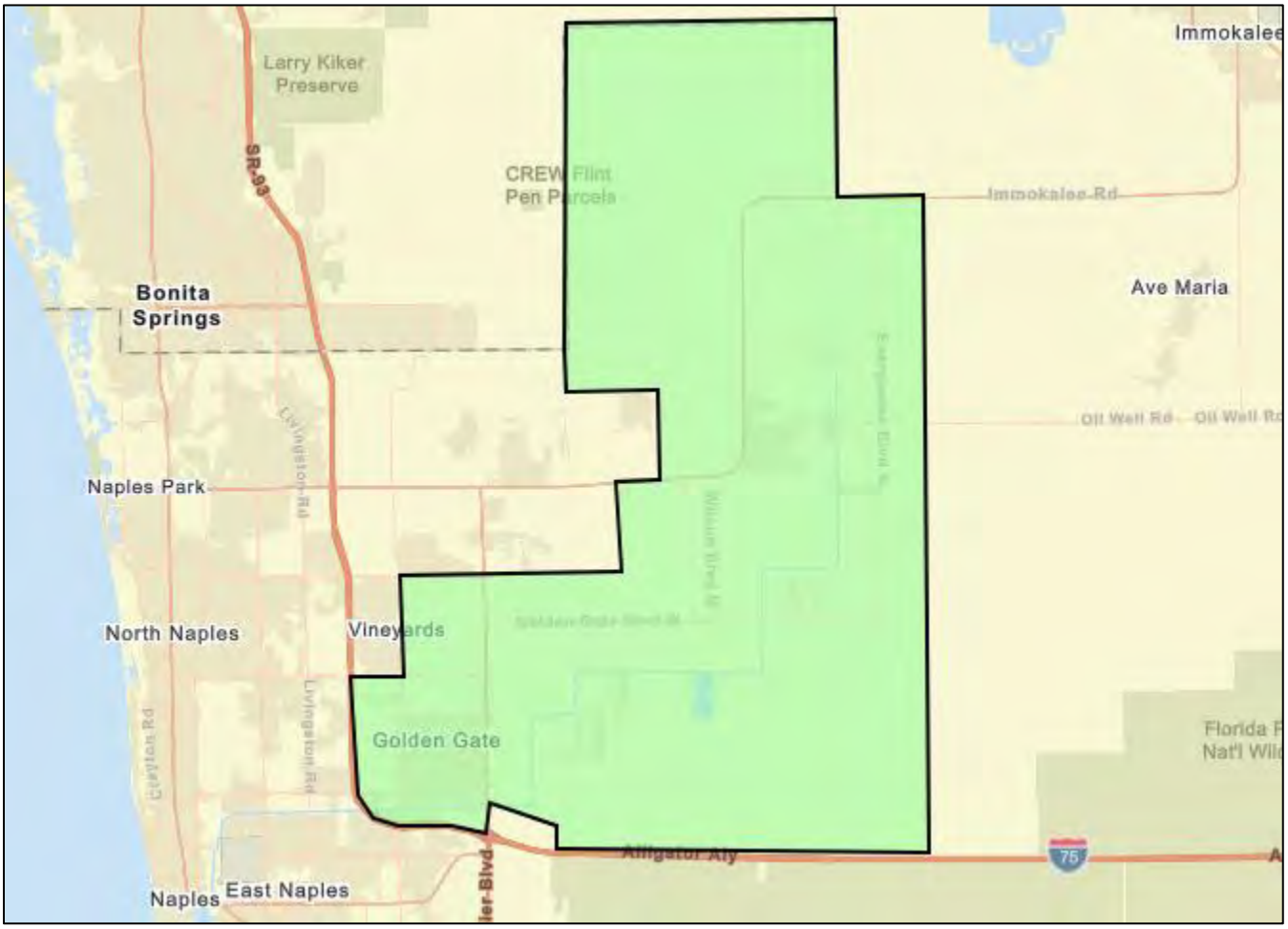
"The geographic region from which a majority of demand comes and in which the majority of competition is located." (*The Dictionary of Real Estate Appraisal 7th Edition*)

"A market area is defined in terms of the market for a specific category of real estate and thus is the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users." (*The Appraisal of Real Estate 15th Edition*)

A market area includes those surrounding land uses which impact the value of a property and it can encompass one or more neighborhoods or districts. An appraiser focuses on the market area in analyzing subject property value influences.

BOUNDARIES

The subject property is located within the Golden Gate area of Collier County. For appraisal purposes, the Golden Gate or market area boundaries are shown below:



Introduction

The portion of Golden Gate within this market area is approximately 157 square miles in size. Three separate land uses are worth noting. Golden Gate City, which is not incorporated, is a 4-square mile development of high residential density consisting of both single-family and multifamily units. Commercial services for this market area are centralized here. The rural estates consist of approximately 116 square miles and is zoned for estate living. This low-density development serves a rural lifestyle desired by many in the area. A third area, Orange Blossom PUD located on Immokalee Road, is a 4-square mile residential subdivision with commercial support near the Immokalee Road and Randall Boulevard intersection. It is approximately 80% developed with primarily single-family units. Collier County Fairgrounds, a high school, middle school, and elementary school are located here.

Demographics for Golden Gate City and rural estates will be discussed separately, where appropriate, Data for Orange Blossom PUD will be included in the rural estate's demographics.

Environmental Influences

This area is desired because of mild winter weather and rural lifestyle. Even though it is inland from the coast there is still easy access to miles of beaches. The Naples area is one of the very few in Florida that offers adequate public access to a mainland beach. The subtropical weather allows for year-round recreational opportunities. Boating, swimming, riding ATVs, and camping are popular activities. Bicycling, walking and jogging are supported by an extensive network of connected biking and walking paths. Multiple tennis and pickle ball courts are available, as well as fitness centers.

Golden Gate is known for its clean environment and healthy lifestyle. Residents are drawn to the rural estates because of wooded lots, native vegetation and abundance of wildlife. Agriculture uses are permitted; therefore, equestrian activities are common throughout the estates. Golden Gate City is an urban area served by county parks and a biking/walking path network.

Governmental Influences

This market area, including Golden Gate City, is governed by Collier County Board of County Commissioners which serves as chief legislative body and five constitutional officers: sheriff, clerk of courts, tax collector, supervisor of elections, and property appraiser. County government is managed by a strong county manager structure. Collier County provides services which range from average to high quality. However, Collier County is known for being a difficult county for building and development. The tax burden in Collier County is lower than the national average.

County government has zoning, and comprehensive plan ordinances designed to protect the character and values of property; to protect and enhance economic development; and to maintain and enhance the attractive nature of the area.

Public services include fire protection, solid waste disposal, potable water, sanitary sewer service and storm water drainage. In some areas of Golden Gate Estates where sanitary sewer is not available, septic systems are permitted. Public/private companies proved adequate services for electricity, cable, and internet. Community support facilities such as schools, parks, churches, shopping, and places of employment are all located within this market area.

Collier County Sheriff Department provides a full range of services for Collier County. According to the 2022 statistics listed by the Collier County Sheriff's Office, Collier County has one of the lowest crime rates in Florida. The county averages are representative of conditions in the Golden Gate area.

This market area is served by several arterial roadways. All are six-lane divided highways with landscaped medians. Improvements include street lighting and concrete curb and gutter. North-south arterial roadways include Santa Barbara Boulevard which connects Rattlesnake Hammock Road to Immokalee Road and Collier Boulevard (SR-951) which is a major arterial linking Marco Island in south Collier County with Immokalee Road near the north county line. Development along Collier Boulevard is a mixture of single/multi-family residential, office, light industrial, institutional, and retail.
The Collier Boulevard thoroughfare anchors a grid of arterial roads spaced about 2 miles apart, that serve the greater Naples coastal community which lies to the west and has direct access to I-75.

East-west arterials include Golden Gate Parkway, Pine Ridge Road, and Immokalee Road. Each one provides direct access to Interstate I-75. Development along Pine Ridge Road is mainly developed with single family homes and institutional uses. Golden Gate Parkway and Immokalee Roads have a mixture of single/multi-family residential, office, industrial, institutional, and retail uses. Another east-west arterial is Vanderbilt Beach Road which is a direct connection between the Golden Gate area and the Naples beaches. Construction has begun on the Vanderbilt Beach Road Extension, which will be extended to Wilson Boulevard.

Interstate I-75, which connects Collier County to both North Florida and Florida's east coast, serves this entire market area and access is provided by three interchanges.

The arterial road system is laid out in a grid pattern that provides adequate traffic flow to all areas of the county. Commercial development exists at every major intersection; but the intersections are designed with proper turns lanes and signaling to provide for adequate

traffic movement. The road network easily handles traffic demand in the off-season, May through December. Traffic more than doubles in January, February, March and April because of seasonal residents and tourists. Even with exceptionally heavy traffic, the road network usually handles peak traffic demand without major delays.

The rural estates are served by a grid of residential streets and collector roads. The residential streets, which are two-lane roads with open swales, are located every quarter mile. Most these roads are paved; however, some residential streets located along the eastern edge of this market area have yet to be improved. The residential streets feed into collector roads, which connect to the major arterial highway system. The collector roads include Santa Barbara Boulevard, Golden Gate Boulevard, Wilson Boulevard, Everglades Boulevard, Randall Boulevard and Oil Well Road. They are four to six-lanes in the more populated areas, transitioning to two-lanes in the eastern section of this market area.

Public transportation is provided by a county transit bus service.

Naples Municipal Airport is located outside the market area but is easily accessed by any resident of the area. The airport is City owned but operated by the independent Naples Airport Authority. It serves private and commercial aviation, as well as aviation related activities. It supports government services, such as, Mosquito Control District and Collier County Sheriff's aviation unit.

Located within the market area is the Paradise Sports Complex developed by Collier County. The 60+ acre site is designed with 19 fields to accommodate football, soccer, field hockey, lacrosse, baseball, and others. There is a 13-acre lake with a beachfront, food-truck area, a market space, a large lawn, a championship stadium with seating capacity for 3,500 and an indoor fieldhouse. The total budget for the project was approximately $80 million dollars. Adjacent to the Paradise Sports Complex will be the proposed Great Wolf Lodge South Florida which is projected to be completed in the spring/summer of 2024. The hotel is situated on 20 acres and will feature 500 family-friendly suites and an expansive 100,000-square-foot indoor water park.

Social Influences

Golden Gate City is a diverse community of entry level housing. Residents like the small town feel and consider it a safe place to raise a family. Residential is approximately 95% built out. Rural estates are attractive for their quiet country living while being in close proximity to all that the coastal community has to offer. Build out varies in the rural estates from 95% in the western portion of the market area to 40% or less in the southeastern location. Per US Census Bureau forecasts, the 2022 population is 78,769 with a projected growth to 81,893 (0.78% annual growth) by 2027. This area experiences a lower seasonal population increase during the winter months than other areas of Collier County.

The median age is 36.7 with 73.7% of the population being 54 and younger. The median household income is $83,679. 25.6% have a bachelor's or professional degree and 24.7% have some college education. There is an average degree of community involvement through civic organizations, neighborhood groups, social service organizations and political committees.

The Naples cost of living is 11.9% higher than the average cost of living in the United States. Conversely, Florida has a cost of living that is 1% higher than the US average. Of the 25 locations included in the Economic Policy Institute's dataset for Florida, Naples-Marco Island is the 21st most expensive. In Naples, housing is the category with the highest index (21% above national average), while taxes are the category with the lowest index (15% below national average). (Ref. Careertrends.com; cost of living analysis). Golden Gate has some of the highest density of affordable housing units in Collier County, but because of the high cost of living, home values can still be out of reach for many moving into Collier County.

One of the main driving forces impacting growth in this area is the quality of schools. This market area has 15 public schools: two high schools, three middle schools, nine elementary schools, and three Charter schools. In addition to the public school system, there are three, faith-based private schools.

Economic Influences

The population increased 20.07% over the last 12 years or 1,097 people per year. The population is forecasted to increase an additional 3.97% over the next five years for an average of 625 people per year. This trend is consistent with the past twenty years and should continue into the near future as buildout continues along the eastern edge of this market area. The residential population is dominated by working class and young professional residents. Comparatively, incomes within this market area are less than the county average.

Development trends:

Residential

This market area provides a large range in home values from entry level housing to million-dollar estates and is the greatest source of vacant residential lots in the county. Values in Golden Gate City should remain consistent subject only to general market trends. Values in the eastern rural estates will increase as buildout in the units closest to the coast continues.

The average home value in the market area is $384,105 which is considerably lower than the County's average home value of $567,449. The total number of households in the market area is 27,440, of which, 69.9% are owner occupied, 22.8% renter occupied and 7.3% vacant. Vacancy includes seasonal rentals.

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Demographic and Income Profile

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

Summary	Census 2010	Census 2020	2022	2027
Population	65,603	76,814	78,769	81,893
Households	20,686	24,657	25,445	26,657
Families	16,441	-	20,032	20,963
Average Household Size	3.17	3.11	3.09	3.07
Owner Occupied Housing Units	14,627	-	19,181	20,466
Renter Occupied Housing Units	6,059	-	6,263	6,191
Median Age	34.6	-	36.7	37.6

Trends: 2022-2027 Annual Rate	Area	State	National
Population	0.78%	0.61%	0.25%
Households	0.93%	0.62%	0.31%
Families	0.91%	0.59%	0.28%
Owner HHs	1.31%	0.83%	0.53%
Median Household Income	4.18%	3.75%	3.12%

	2022		2027	
Households by Income	Number	Percent	Number	Percent
<$15,000	1,229	4.8%	876	3.3%
$15,000 - $24,999	1,119	4.4%	796	3.0%
$25,000 - $34,999	1,659	6.5%	1,379	5.2%
$35,000 - $49,999	2,554	10.0%	2,230	8.4%
$50,000 - $74,999	4,619	18.2%	3,658	13.7%
$75,000 - $99,999	3,703	14.6%	3,584	13.4%
$100,000 - $149,999	6,388	25.1%	8,322	31.2%
$150,000 - $199,999	2,305	9.1%	3,406	12.8%
$200,000+	1,868	7.3%	2,406	9.0%
Median Household Income	$83,679		$102,713	
Average Household Income	$105,424		$124,226	
Per Capita Income	$34,223		$40,693	

	Census 2010		2022		2027	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	4,921	7.5%	5,074	6.4%	5,291	6.5%
5 - 9	4,949	7.5%	5,351	6.8%	5,439	6.6%
10 - 14	5,294	8.1%	5,676	7.2%	5,878	7.2%
15 - 19	5,138	7.8%	5,111	6.5%	5,259	6.4%
20 - 24	4,232	6.5%	4,786	6.1%	4,442	5.4%
25 - 34	8,632	13.2%	11,602	14.7%	11,344	13.9%
35 - 44	10,262	15.6%	10,244	13.0%	11,793	14.4%
45 - 54	10,417	15.9%	10,264	13.0%	9,656	11.8%
55 - 64	6,320	9.6%	10,205	13.0%	10,092	12.3%
65 - 74	3,487	5.3%	6,659	8.5%	7,925	9.7%
75 - 84	1,597	2.4%	3,086	3.9%	3,837	4.7%
85+	355	0.5%	714	0.9%	937	1.1%

	Census 2010		Census 2020		2022		2027	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent	Number	Percent
White Alone	51,980	79.2%	38,769	50.5%	38,671	49.1%	37,370	45.6%
Black Alone	6,041	9.2%	6,545	8.5%	6,536	8.3%	6,541	8.0%
American Indian Alone	327	0.5%	601	0.8%	639	0.8%	697	0.9%
Asian Alone	721	1.1%	927	1.2%	963	1.2%	1,019	1.2%
Pacific Islander Alone	11	0.0%	17	0.0%	17	0.0%	17	0.0%
Some Other Race Alone	4,681	7.1%	10,218	13.3%	10,532	13.4%	11,498	14.0%
Two or More Races	1,843	2.8%	19,737	25.7%	21,411	27.2%	24,751	30.2%
Hispanic Origin (Any Race)	27,517	41.9%	35,803	46.6%	37,456	47.6%	40,417	49.4%

Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

April 27, 2023

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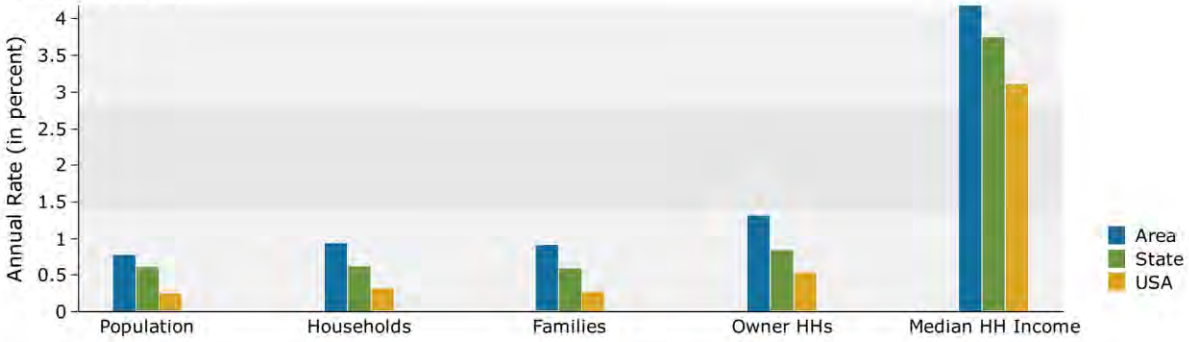
Demographic and Income Profile

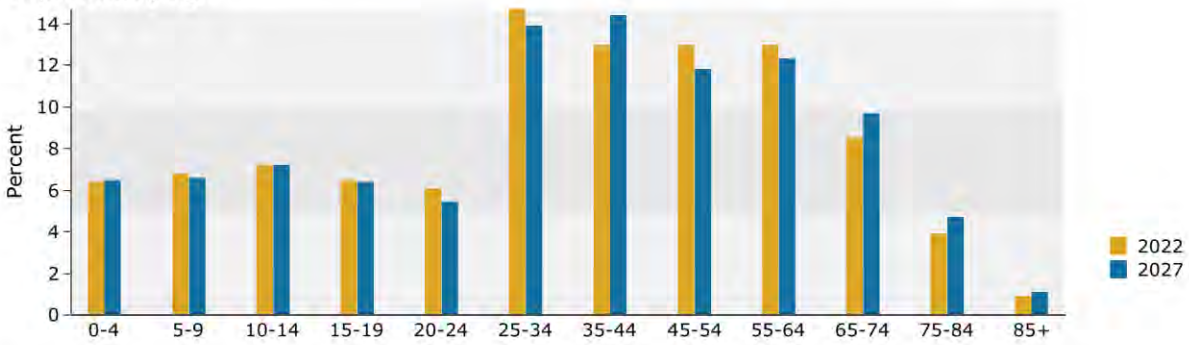
Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

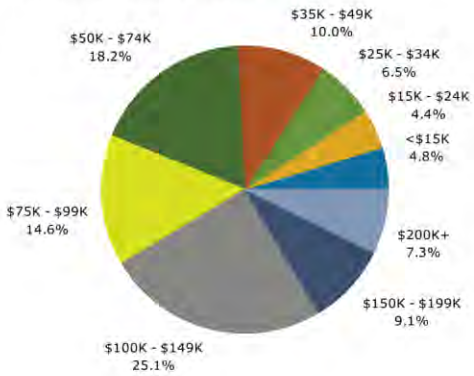
Trends 2022-2027



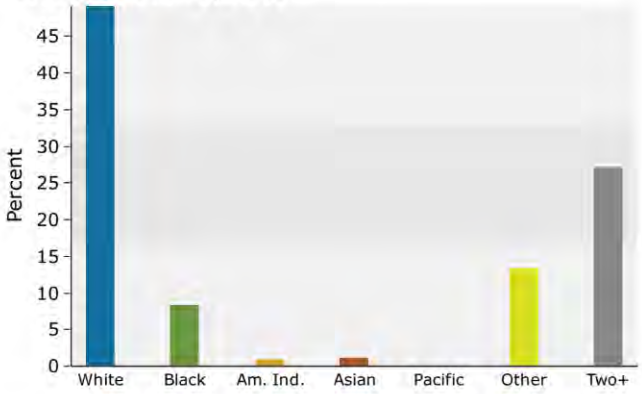
Population by Age



2022 Household Income



2022 Population by Race



2022 Percent Hispanic Origin:47.6%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

April 27, 2023

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Commercial

Commercial development can be categorized into four different groups. Primary commercial is in Golden Gate City. Second group is newer construction at the arterial road intersections. Third is neighborhood commercial within the rural estates. Fourth is the industrial commerce park near Collier Boulevard and the I-75 interchange.

Golden Gate City is the commercial center serving this market area. Santa Barbara Boulevard, north of Golden Gate Parkway, has a mixture of multi-family residential and commercial along the east side of the road. Commercial consists of older single story, single user buildings and 4 to 8 unit retail plazas. Businesses include daycare/ preschools, neighborhood food mart and gas stations, construction company offices, barber shops and beauty salons and small restaurants. Golden Gate Parkway has a mixture of multi-family and commercial development along both sides of the roadway. Newer commercial consists of CVS and Walgreens, carwashes, bank branches and national fast food restaurants. There are three older shopping centers, anchored by Winn Dixie and by Ace Hardware. Single story commercial structures and strip centers house neighborhood businesses such as barber shops and beauty salons, florists and jewelers; veterinary services and family medical clinics; and small locally-run restaurants and food marts. Several businesses consist of automotive support such as gas stations, oil chance and car washes. Professional services are primarily located in executive suites located near Santa Barbara Boulevard.

The Quality Inn Hotel & Golf Course located at the southwest corner of Golden Gate Parkway and Collier Boulevard was purchased by Collier County in 2019. A lease agreement was signed with BigShots Golf in May 2021 who planned to redevelop the 165 acres with a 12-hole public golf course and a BigShots entertainment facility. The project has still not yet broke ground.

Commercial frontage along the west side of Collier Boulevard south of Green Boulevard is very similar to commercial along Golden Gate Parkway in building size, age and use. The exception is that there is a greater density of national food chains. The second-tier commercial properties, without major road frontage, are developed with single story warehouse-type structures housing service-oriented businesses.

Newer commercial development is located along Collier Boulevard where it intersects Pine Ridge Road and Vanderbilt Beach Road. Each intersection has a shopping center anchored by either a Publix or Winn-Dixie supermarket. Out parcel development includes bank branches and gas station/convenience stores and national pharmacies.

Commercial development in the rural estates is limited because residents have orchestrated an ongoing effort to prohibit commercial development in the residential areas. The only neighborhood commercial locations are at the intersection of Wilson Boulevard and Golden

Gate Boulevard, Everglades Boulevard and Golden Gate Boulevard, and at Randall Boulevard and Immokalee Road.

The Randall Boulevard and Immokalee Road intersection is where the majority of commercial development is occurring. There is a Publix anchored shopping center on the east side of the road. Located along the western curve of Immokalee Road is approximately 50 acres that is current being developed and will be known as Randall at Orangetree. Upon completion, the development will include a 400-unit apartment complex and about 350,000 square feet of commercial space.

Industrial

Industrial/commercial developments are in the northeast quadrant of I-75 and Collier Boulevard interchange. White Lake Industrial Corp Park is one of Collier County's three primary industrial parks. The White Lake Industrial Park contains 144.4 acres and is approved for 7.80 acres of commercial and 77 acres of industrial. White Lake consists of newer, good quality flex and warehouse properties and it is home to some of the largest manufacturing facilities within the county. It is approximately 85-90% built-out.

City Gate Commerce Center contains 288 acres zoned for 2,950,000 S.F. of commercial, light industry, office, warehouse and distribution. The site has over 3,000 feet of frontage on Collier Boulevard where a gas station, a 102 room Spring Hill Marriott Hotel and a 100 room Fairfield Inn Marriott have been constructed. The Paradise Sports Complex was also recently completed. A developer (Uline) recently completed the development of a 936,950-square-foot Distribution Center on approximately 102.68 acres of land within City Gate. There is also an Amazon Distribution Center near the corner of Davis and Collier Blvd.

Medical

None of Collier County's major medical facilities are located within this market area. The only major medical center/hospital servicing this area is the Physicians Regional Medical Center located along Pine Ridge Road, just east of Interstate 75. This is a 201-bed facility and is one of the county's four major medical centers. The hospital offers a 24-hour emergency department that provides a full range of traditional emergency services. An additional NCH emergency room facility was completed at the northeast corner of Collier Boulevard and Immokalee Road. This is a two-story 19 room, state of the art emergency room with additional medical space for practicing physicians. The facility was built to help service the rural estates and all the new residential units being constructed along Collier Boulevard and Immokalee Road. Physicians Regional recently completed a similar facility at the southeast corner to serve all the new residential development along Immokalee Road and the Golden Gates Estates community. Encompass Health Rehabilitation Hospital of Naples is a recently completed 50-bed rehabilitation hospital along Collier Boulevard, north of Vanderbilt Beach Road.

esri

Business Summary

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

Data for all businesses in area	
Total Businesses:	1,994
Total Employees:	10,885
Total Residential Population:	78,769
Employee/Residential Population Ratio (per 100 Residents)	14

	Businesses		Employees	
by SIC Codes	Number	Percent	Number	Percent
Agriculture & Mining	116	5.8%	667	6.1%
Construction	376	18.9%	1,569	14.4%
Manufacturing	20	1.0%	266	2.4%
Transportation	71	3.6%	273	2.5%
Communication	8	0.4%	57	0.5%
Utility	3	0.2%	18	0.2%
Wholesale Trade	44	2.2%	165	1.5%
Retail Trade Summary	287	14.4%	2,022	18.6%
Home Improvement	35	1.8%	145	1.3%
General Merchandise Stores	11	0.6%	49	0.5%
Food Stores	38	1.9%	503	4.6%
Auto Dealers, Gas Stations, Auto Aftermarket	20	1.0%	101	0.9%
Apparel & Accessory Stores	15	0.8%	44	0.4%
Furniture & Home Furnishings	23	1.2%	96	0.9%
Eating & Drinking Places	70	3.5%	694	6.4%
Miscellaneous Retail	75	3.8%	389	3.6%
Finance, Insurance, Real Estate Summary	139	7.0%	579	5.3%
Banks, Savings & Lending Institutions	22	1.1%	108	1.0%
Securities Brokers	18	0.9%	66	0.6%
Insurance Carriers & Agents	32	1.6%	87	0.8%
Real Estate, Holding, Other Investment Offices	67	3.4%	317	2.9%
Services Summary	692	34.7%	5,016	46.1%
Hotels & Lodging	3	0.2%	28	0.3%
Automotive Services	36	1.8%	112	1.0%
Motion Pictures & Amusements	46	2.3%	232	2.1%
Health Services	59	3.0%	936	8.6%
Legal Services	21	1.1%	160	1.5%
Education Institutions & Libraries	37	1.9%	1,709	15.7%
Other Services	490	24.6%	1,839	16.9%
Government	15	0.8%	223	2.0%
Unclassified Establishments	221	11.1%	29	0.3%
Totals	1,994	100.0%	10,885	100.0%

Source: Copyright 2022 Data Axle, Inc. All rights reserved. Esri Total Residential Population forecasts for 2022.
Date Note: Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

April 27, 2023

esri

Business Summary

Golden Gate/Golden Gate Estates
Area: 156.97 square miles

Prepared by Esri

by NAICS Codes	Businesses Number	Businesses Percent	Employees Number	Employees Percent
Agriculture, Forestry, Fishing & Hunting	7	0.4%	17	0.2%
Mining	2	0.1%	11	0.1%
Utilities	0	0.0%	1	0.0%
Construction	398	20.0%	1,629	15.0%
Manufacturing	29	1.5%	286	2.6%
Wholesale Trade	40	2.0%	159	1.5%
Retail Trade	204	10.2%	1,271	11.7%
Motor Vehicle & Parts Dealers	18	0.9%	86	0.8%
Furniture & Home Furnishings Stores	8	0.4%	22	0.2%
Electronics & Appliance Stores	8	0.4%	56	0.5%
Bldg Material & Garden Equipment & Supplies Dealers	35	1.8%	145	1.3%
Food & Beverage Stores	34	1.7%	473	4.3%
Health & Personal Care Stores	19	1.0%	280	2.6%
Gasoline Stations	1	0.1%	15	0.1%
Clothing & Clothing Accessories Stores	20	1.0%	54	0.5%
Sport Goods, Hobby, Book, & Music Stores	5	0.3%	13	0.1%
General Merchandise Stores	11	0.6%	49	0.5%
Miscellaneous Store Retailers	24	1.2%	74	0.7%
Nonstore Retailers	19	1.0%	5	0.0%
Transportation & Warehousing	67	3.4%	235	2.2%
Information	17	0.9%	95	0.9%
Finance & Insurance	73	3.7%	267	2.5%
Central Bank/Credit Intermediation & Related Activities	23	1.2%	113	1.0%
Securities, Commodity Contracts & Other Financial	18	0.9%	66	0.6%
Insurance Carriers & Related Activities; Funds, Trusts &	32	1.6%	87	0.8%
Real Estate, Rental & Leasing	67	3.4%	269	2.5%
Professional, Scientific & Tech Services	171	8.6%	741	6.8%
Legal Services	23	1.2%	164	1.5%
Management of Companies & Enterprises	6	0.3%	66	0.6%
Administrative & Support & Waste Management & Remediation	205	10.3%	938	8.6%
Educational Services	43	2.2%	1,717	15.8%
Health Care & Social Assistance	84	4.2%	1,167	10.7%
Arts, Entertainment & Recreation	38	1.9%	229	2.1%
Accommodation & Food Services	76	3.8%	745	6.8%
Accommodation	3	0.2%	28	0.3%
Food Services & Drinking Places	72	3.6%	717	6.6%
Other Services (except Public Administration)	232	11.6%	790	7.3%
Automotive Repair & Maintenance	25	1.3%	70	0.6%
Public Administration	15	0.8%	223	2.0%
Unclassified Establishments	221	11.1%	29	0.3%
Total	1,994	100.0%	10,885	100.0%

Source: Copyright 2022 Data Axle, Inc. All rights reserved. Esri Total Residential Population forecasts for 2022.
Date Note: Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

April 27, 2023

Construction, education, and retail trade dominate the market area business sector.

MARKET AREA LIFE CYCLE

Market areas often pass through a four-stage life cycle of growth, stability, decline, and revitalization.

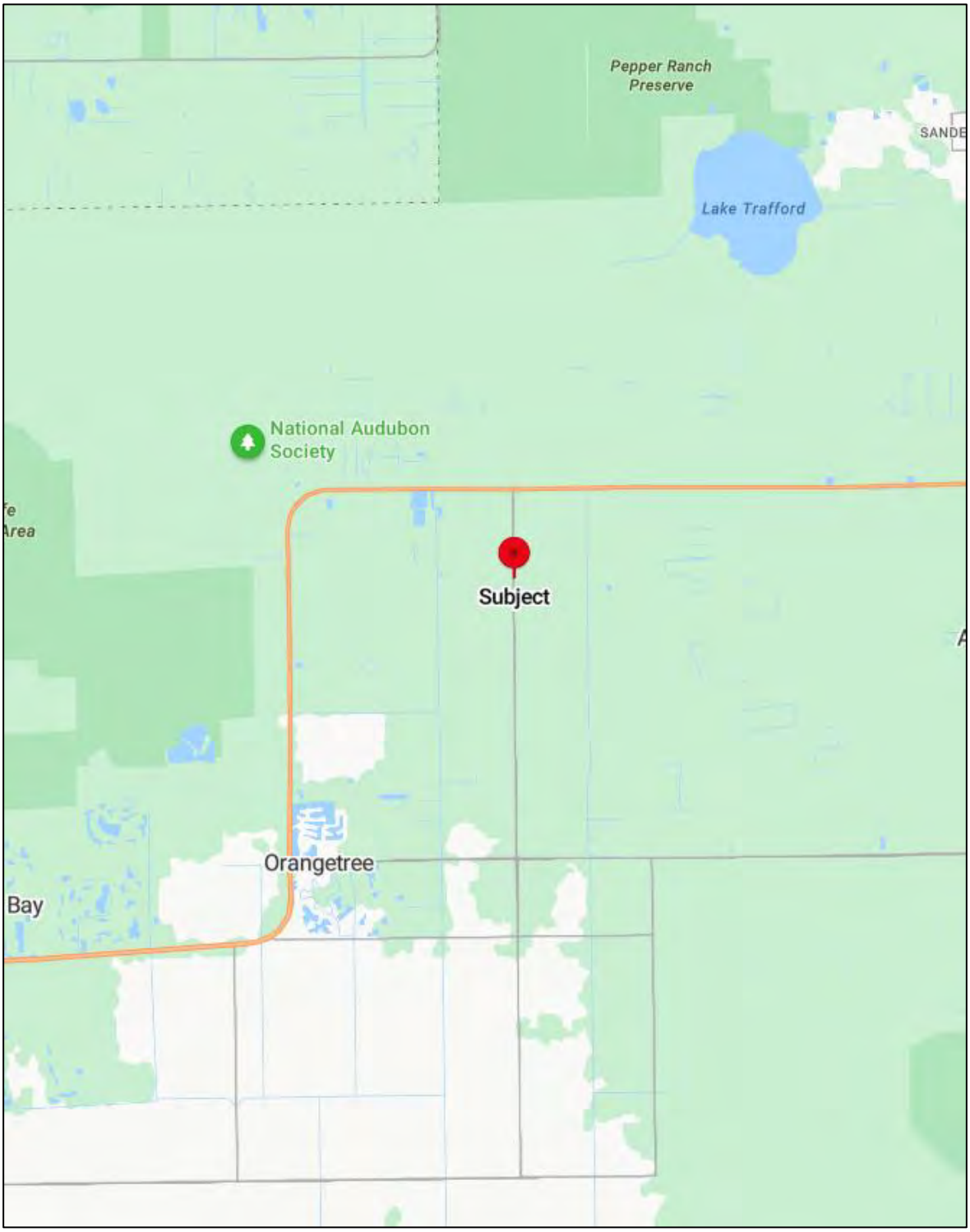
- **Growth – A period during which the market area gains public favor and acceptance.**
- **Stability – A period of equilibrium without marked gains or losses.**
- **Decline – A period of diminishing demand**
- **Revitalization – A period of renewal, redevelopment, modernization and increasing demand.**

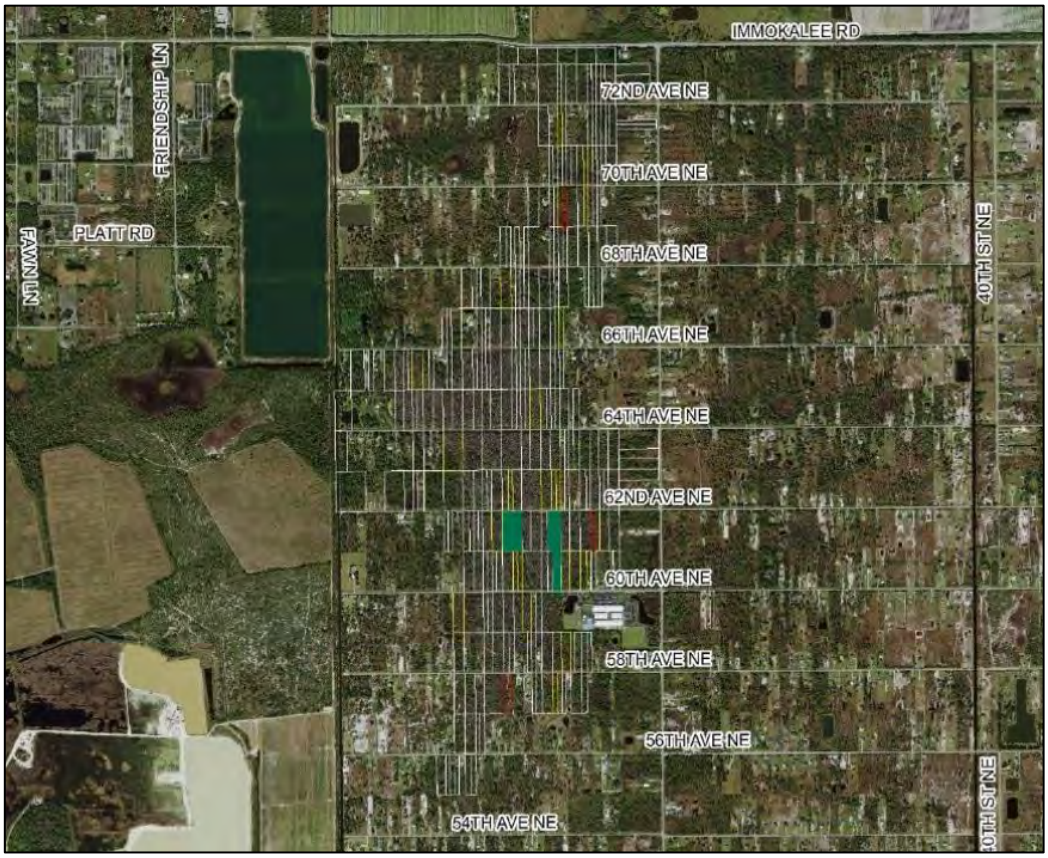
Most of the real estate activity in Golden Gate reflects the growth cycle. The residential and commercial markets continue to be strong. The growth cycle is expected to continue into the near future. Because of the age of the structures, the western portion and the city center are just beginning to experience some revitalization.

CONCLUSION

This continues to be one of the most affordable market areas in Collier County. The houses within the city center provide entry level housing and the rural area satisfies the desire for larger lot sizes and rural lifestyle. A well-designed road network provides easy access to jobs serving the coastal community; coastal beaches and water activities; entertainment endeavors; and commercial and medical services. This area appeals to a cross section of the population but primarily to working-class families. Development continues to push north and east where vacant lots still exist. Golden Gate will likely continue to enjoy a healthy growth while maintaining its affordability.

PROPERTY INFORMATION



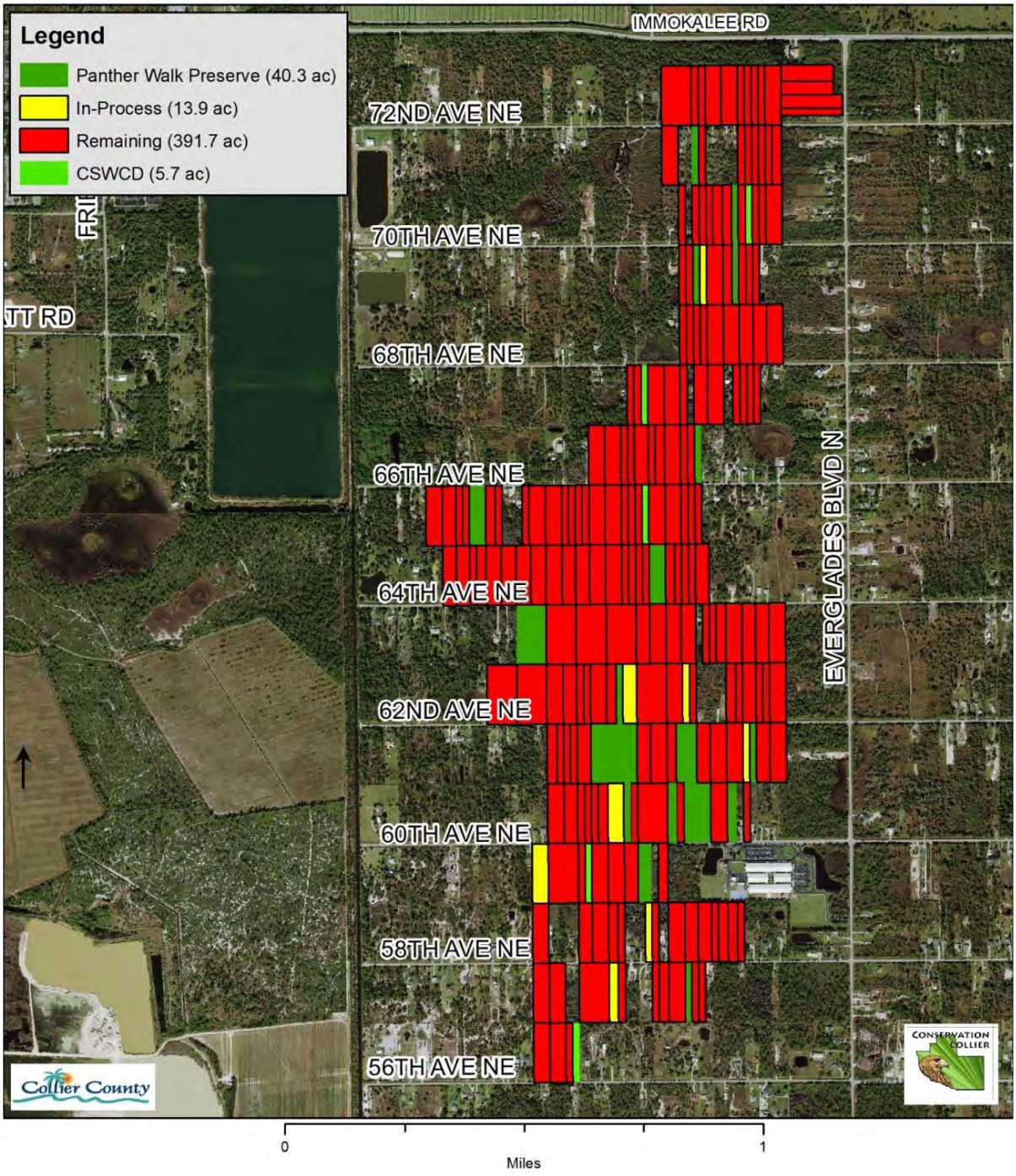

IMMOKALEE RD
72ND AVE NE
70TH AVE NE
68TH AVE NE
66TH AVE NE
64TH AVE NE
62ND AVE NE
60TH AVE NE
58TH AVE NE
56TH AVE NE
54TH AVE NE
FRIENDSHIP LN
PLATT RD
FAWN LN
40TH ST NE
40TH ST NE

CCLAAC

Conservation Collier Property Summary
Panther Walk Preserve Multi-Parcel Project

Cycle 12A

Conservation Collier Panther Walk Preserve Parcel Status July 2023



SITE DESCRIPTION – PANTHER WALK PRESERVE	
Summary	Panther Walk consists of a total of 262 parcels or a total of 513.07 acres. The parcels are located in northern Golden Gate Estates, west of Everglades Boulevard and stretch from Immokalee Road south to the south side of 56th Avenue NE.
Parcel ID#& Owners	There are a total of 200 parcels or a total of 390.10 acres that Collier County is considering purchasing. A complete list of the parcels is included in the addendum of the report.
Size	The parcels range in size from 1.14 to 7.62 acres.
Shape	All the parcels are rectangular in shape.
Access	All parcels have legal and physical access along paved roads. The parcels are accessible from Everglades Boulevard North, 72nd Avenue NE, 70th Avenue NE, 68th Avenue NE, 66th Avenue NE, 64th Avenue NE, 62nd Avenue NE, 60th Avenue NE, 58th Avenue NE, and 56th Avenue NE.
Topography	The properties are generally level.
Ground Cover	The majority of the properties are covered in native and exotic vegetation and have never been cleared. I was provided with a Conservation Collier Initial Criteria Screening Report Panther Walk TPMA dated August 3, 2022 and updated August 26, 2022. The parcels are located within the Horse Pen Strand with most containing wetlands. The parcels consist of a mixture of vegetative communities including cypress strand forest, cypress/mixed hardwood forests, oak/pine hammock, wet prairie, and pine flatwoods.
Utilities	Electricity, telephone and TV cable are available. The properties are serviced by well and septic.

ENVIRONMENTAL CONTAMINATION	
Observed Contamination	None
Noted Concerns	None
Environmental Assessment Available	No
Impact on Value	None
Disclaimer	Unless otherwise stated in this report, the existence of hazardous substances or environmental conditions including but not limited to asbestos, polychlorinated biphenyls, petroleum leakage, agricultural chemicals, urea formaldehyde insulation, lead paint, toxic mold, et cetera, which might or might not be present in or on the property were not called to the attention of the appraiser. Such tests were not in the appraiser's required scope of work, the appraiser is not qualified to test for such substances and conditions and the appraiser is not qualified to render professional opinions in this specialty area. No responsibility is assumed for any such conditions that might exist, or for the knowledge and expertise required to discover them.

NATURAL RESOURCE CONCERNS	
Condition of subject	The majority of the properties are covered in native and exotic vegetation and have never been cleared. I was provided with a Conservation Collier Initial Criteria Screening Report Panther Walk TPMA dated August 3, 2022 and updated August 26, 2022. The parcels are located within the Horse Pen Strand with most containing wetlands. The parcels consist of a mixture of vegetative communities including cypress strand forest, cypress/mixed hardwood forests, oak/pine hammock, wet prairie, and pine flatwoods. All plant and animal communities are of interest and concern. To a greater or lesser degree depending on the species and the quality of habitat they occupy, plants and animals inhabiting the property will invoke some level of scrutiny and will result in some cost during the permitting process.
Natural Resource Audits Available	Yes
Impact on Value	N/A
Disclaimer	Specialized natural resource audits were not in the appraiser's required scope of work, the appraiser is not qualified to conduct such audits and the appraiser is not qualified to render professional opinions in this specialty area. No responsibility is assumed for any extraordinary natural resource concerns, or for the knowledge and expertise required to discover them.

Initial Criteria Screening Report – Panther Walk TPMA Date: 8/3/2022 (Revised 8/26/2022)
Owner Name(S): Berman Trust, McGinnis, Repola, Vaz, and Scalley

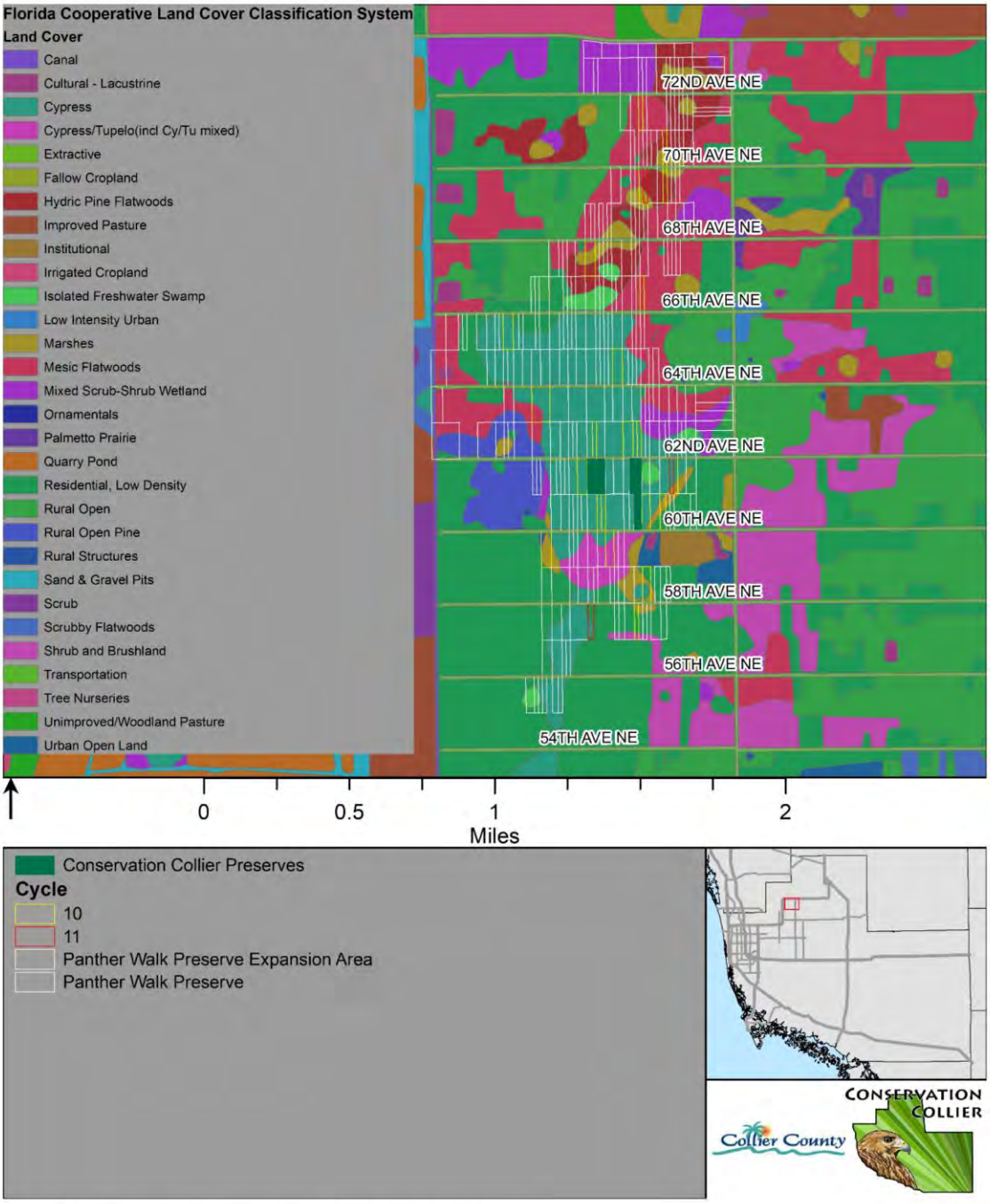
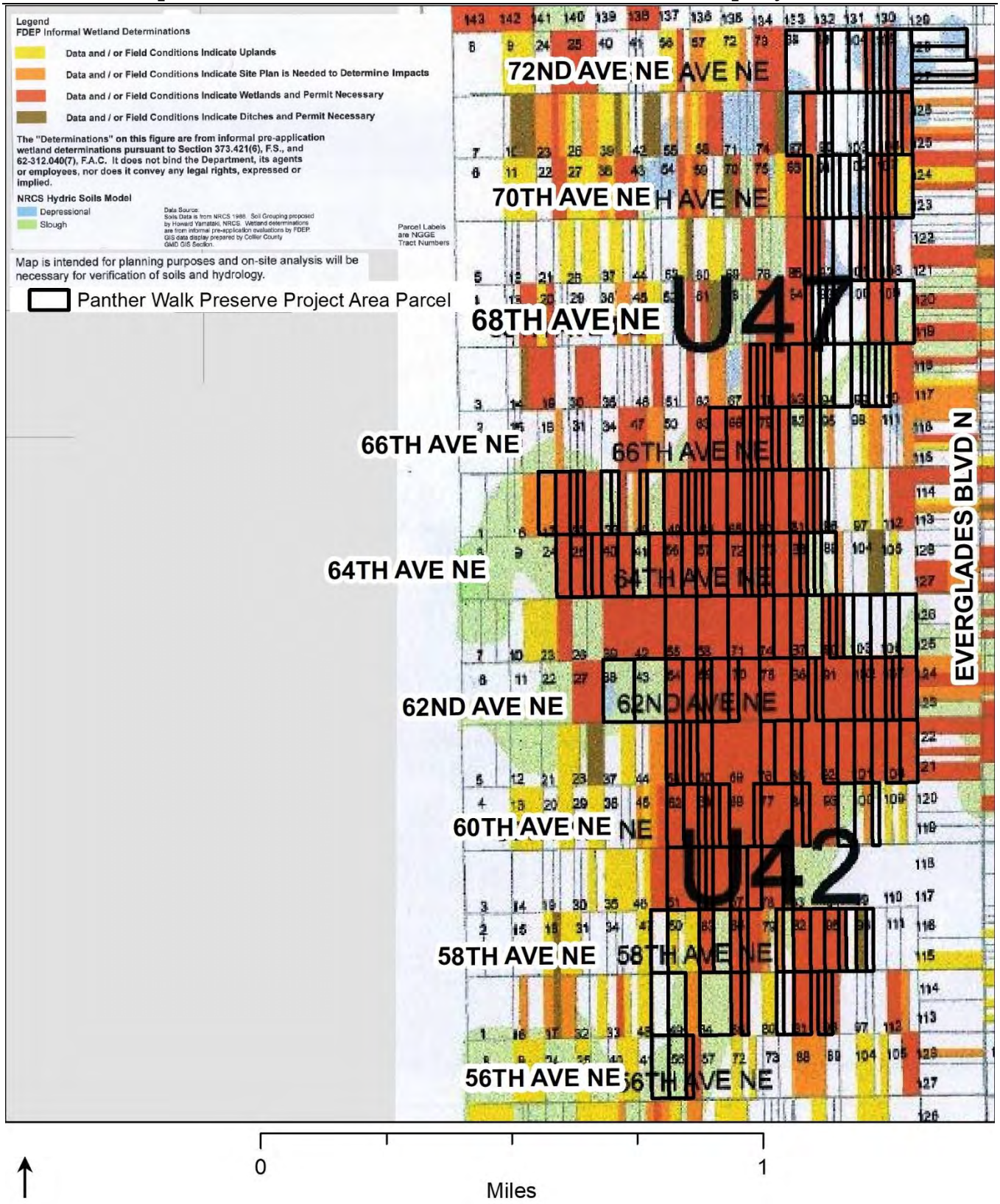
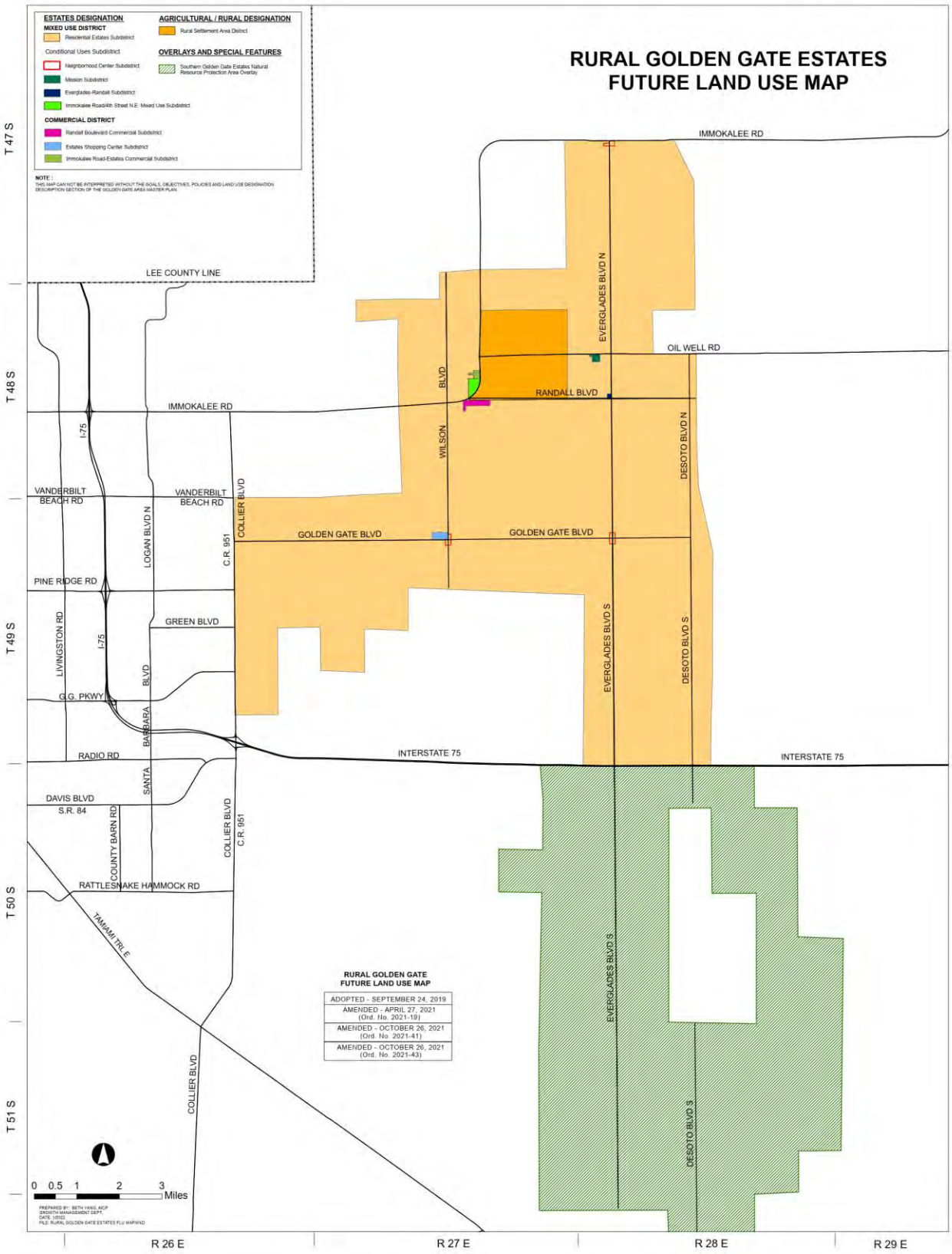


Figure 5 - Florida Cooperative Land Cover Classification System

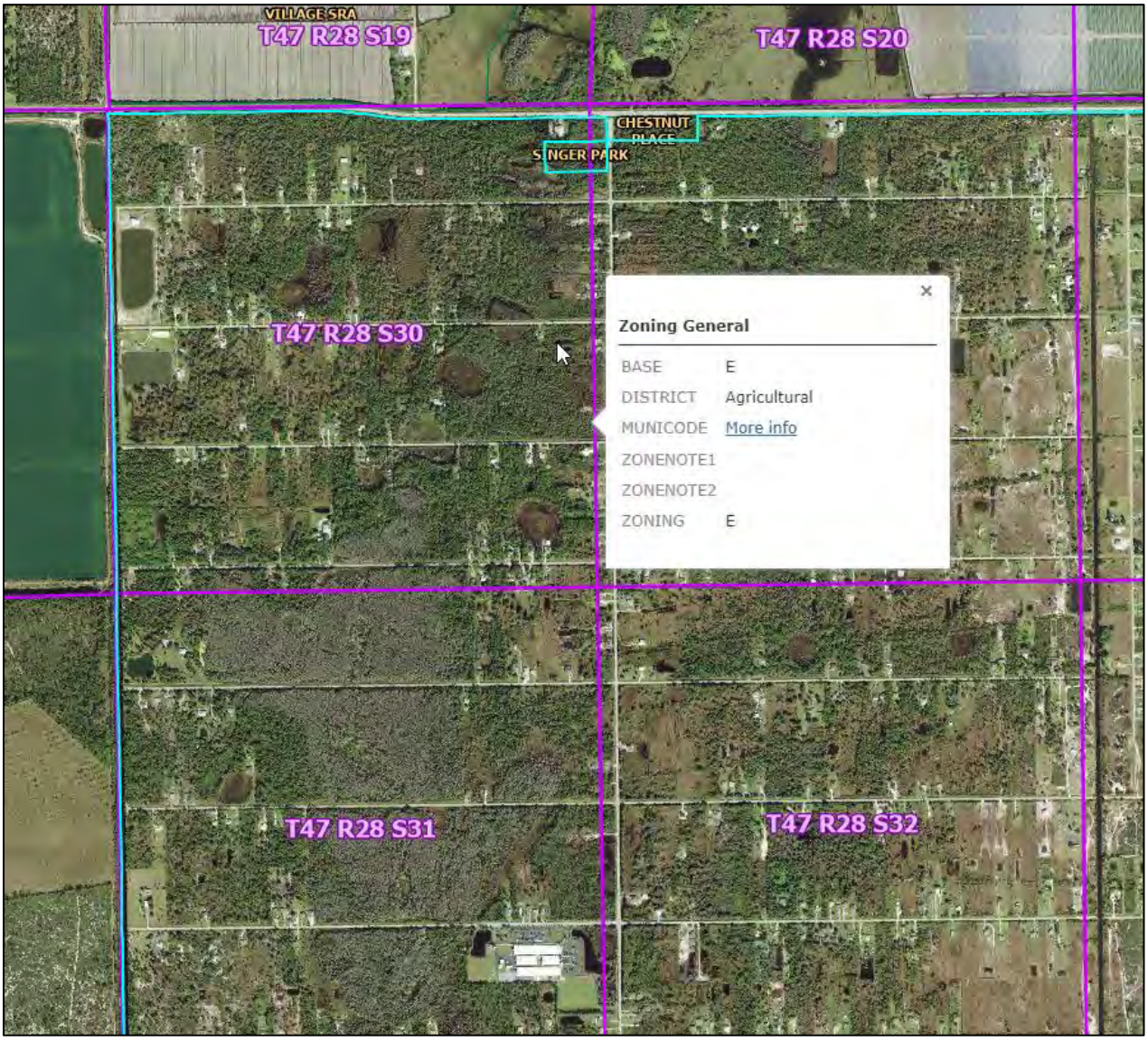
14


Legend
FDEP Informal Wetland Determinations
Data and / or Field Conditions Indicate Uplands
Data and / or Field Conditions Indicate Site Plan is Needed to Determine Impacts
Data and / or Field Conditions Indicate Wetlands and Permit Necessary
Data and / or Field Conditions Indicate Ditches and Permit Necessary
The "Determinations" on this figure are from informal pre-application wetland determinations pursuant to Section 373.421(6), F.S., and 62-312.040(7), F.A.C. It does not bind the Department, its agents or employees, nor does it convey any legal rights, expressed or implied.
NRCS Hydric Soils Model
Depressional
Slough
Data Source:
Soils Data is from NRCS 1998. Soil Grouping proposed by Howard Yamataki, NRCS. Wetland determinations are from informal pre-application evaluations by FDEP. GIS data display prepared by Collier County GMD GIS Section.
Parcel Labels are NGGE Tract Numbers
Map is intended for planning purposes and on-site analysis will be necessary for verification of soils and hydrology.
Panther Walk Preserve Project Area Parcel
72ND AVE NE
70TH AVE NE
68TH AVE NE
66TH AVE NE
64TH AVE NE
62ND AVE NE
60TH AVE NE
58TH AVE NE
56TH AVE NE
EVERGLADES BLVD N
U47
U42
0
1
Miles

FUTURE LAND USE	
Ordinance or Plan	Collier County
Future Land Use Designation	GGE- Golden Gate Estates Residential Estates Subdistrict
Purpose of Designation	The Estates Land Use Designation encompasses lands which are already subdivided into semi-rural residential parcels (2.25 acres as an average) essentially consisting of the Golden Gate Estates Subdivision. The area is identified as having potential for population growth far removed from supportive services and facilities. Expansion of the area shall be discouraged. Refer to the Golden Gate Area Master Plan for siting criteria and development standards for specific land uses. Under the Estates future land use designation there is no provision for a conditional use and therefore a conditional use approval requires an amendment to the GGAMP.


RURAL GOLDEN GATE ESTATES
FUTURE LAND USE MAP
ESTATES DESIGNATION
MIXED USE DISTRICT
Residential Estates Subdistrict
Conditional Uses Subdistrict
Neighborhood Center Subdistrict
Mission Subdistrict
Everglades-Randall Subdistrict
Immokalee Road/4th Street N.E. Mixed Use Subdistrict
COMMERCIAL DISTRICT
Randall Boulevard Commercial Subdistrict
Estates Shopping Center Subdistrict
Immokalee Road-Estates Commercial Subdistrict
AGRICULTURAL / RURAL DESIGNATION
Rural Settlement Area District
OVERLAYS AND SPECIAL FEATURES
Southern Golden Gate Estates Natural Resource Protection Area Overlay
NOTE :
THIS MAP CAN NOT BE INTERPRETED WITHOUT THE GOALS, OBJECTIVES, POLICIES AND LAND USE DESIGNATION DESCRIPTION SECTION OF THE GOLDEN GATE AREA MASTER PLAN.
LEE COUNTY LINE
IMMOKALEE RD
OIL WELL RD
RANDALL BLVD
EVERGLADES BLVD N
DESOTO BLVD N
WILSON BLVD
VANDERBILT BEACH RD
COLLIER BLVD
C.R. 951
LOGAN BLVD N
GOLDEN GATE BLVD
PINE RIDGE RD
GREEN BLVD
LIVINGSTON RD
I-75
BARFIELD BLVD
G.G. PKWY
RADIO RD
SANTA
DAVIS BLVD
S.R. 84
COUNTY BARN RD
RATTLESNAKE HAMMOCK RD
TAMIAMI TRL E
EVERGLADES BLVD S
DESOTO BLVD S
INTERSTATE 75
T 47 S
T 48 S
T 49 S
T 50 S
T 51 S
R 26 E
R 27 E
R 28 E
R 29 E
0 0.5 1 2 3 Miles
RURAL GOLDEN GATE
FUTURE LAND USE MAP
ADOPTED - SEPTEMBER 24, 2019
AMENDED - APRIL 27, 2021 (Ord. No. 2021-19)
AMENDED - OCTOBER 26, 2021 (Ord. No. 2021-41)
AMENDED - OCTOBER 26, 2021 (Ord. No. 2021-43)

ZONING	
Ordinance or Land Development Code	Collier County
Zoning	E- Estates
Purpose or Intent of Zoning	The subject is zoned "E" – Estates District. The purpose and intent of the Estates district is to provide lands for low density residential development in a semi-rural to rural environment. In addition, several conditional uses including churches, social and fraternal organizations, child care centers, private schools, and group care facilities are available under conditional use provisions. Permitted uses include single-family dwellings and Family Care Facilities, and public schools. Conditional uses permissible in the Estates district include churches and other places of worship, social and fraternal organizations, child and adult care centers, schools and group care facilities. These conditional uses are strictly regulated. Below are the development requirements as set forth in the Estate Zoning District: Minimum Lot Area: 98,010 square feet or 2.25 acres Minimum Lot Width: 150 feet Minimum Front Yard Setback: 75 feet minimum Minimum Side Yard Setback: 30 feet Minimum Rear Yard Setback: 75 feet Maximum Building Height: 30 feet
Overlay District	None.


VILLAGE SRA
T47 R28 S19
T47 R28 S20
CHESTNUT PLACE
SINGER PARK
T47 R28 S30
Zoning General
BASE E
DISTRICT Agricultural
MUNICODE More info
ZONENOTE1
ZONENOTE2
ZONING E
T47 R28 S31
T47 R28 S32

HIGHEST AND BEST USE

DEFINITION

The Dictionary of Real Estate Appraisal, 7th Edition, published 2022 by the Appraisal Institute, defines Highest and Best Use as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

METHOD

There are four criteria that must be met in order for a use to be the highest and best use for a given property. The highest and best use must be:

- Legally permissible.
- Physically Possible.
- Financially feasible.
- Maximally productive.

Ordinarily these criteria are considered sequentially, each step narrowing the range of alternative uses being considered.

ANALYSIS

SITE AS THOUGH VACANT

Legally Permissible – All parcels are zoned E-Estates with a future land use of Residential Estates. The purpose and intent of the E-Estates district is to apply to an area of low-density single-family residences in a semi-rural environment and permits all necessary residential activities as well as the keeping of limited agricultural animals as specified in this division.

Physically Possible: The sites are level and at or slightly below road grade and could be developed as a single-family home sites. The location, surrounding land uses, and the size of the properties suggest some type of single-family use. Due to the potential presence of wetlands on the sites, mitigation could be required to develop single-family residences on some of the properties.

Financially Feasible: The financial feasibility of single-family residential development is good. The single-family residential market continues to be strong, especially new construction. Single-family residential development is financially feasible.

Although it is not an economic use, acquisition of lands in the area by Collier County is encouraged for habitat preservation and conservation.

Maximally Productive: The maximally productive use is that the wetlands be mitigated, and the properties developed with single-family residences, or the properties be purchased for preservation, conservation, and restoration.

CONSIDERATION OF APPROACHES

Only the sales comparison approach is appropriate for these vacant parcels.

SALES COMPARISON APPROACH

INTRODUCTION

In the sales comparison approach, the subject property is compared with similar properties that have sold recently or for which listing prices or offering prices are known. Data from generally similar properties is used, and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market. This approach is particularly strong when comparable sales data is plentiful and there is good conformity among properties in the neighborhood.

Following is the procedure to be followed in developing this approach:

1. Research the market to gather information on sales, listings, and offers to purchase properties similar to the subject.

2. Verify the information as to factual accuracy and arm's-length market considerations.

3. Identify relevant units of comparison and develop a comparative analysis for each unit.

4. Compare the subject with comparable sale properties using elements of comparison and adjust the sale price of each comparable appropriately.

5. Reconcile the various value indicators produced from the analysis of comparables into a single value indication or a range of values.

The outline above is developed in detail on the following pages.

PANTHER WALK (1.14-2.73 ACRES)

Collier County is interested in determining a per acre value for the various tiers for the Panther Walk Preserve Area to assist them in acquiring parcels for the Conservation Collier land preservation program. The price per acre will be estimated for the various tiers for parcels ranging in size from 1.14 acres-2.73 acres and 2.74 acres-5.00 acres.

Tiers

I. Up to 25% Wetlands
II. 26-50% Wetlands
III. 51-75% Wetlands
IV. 76-100% Wetlands

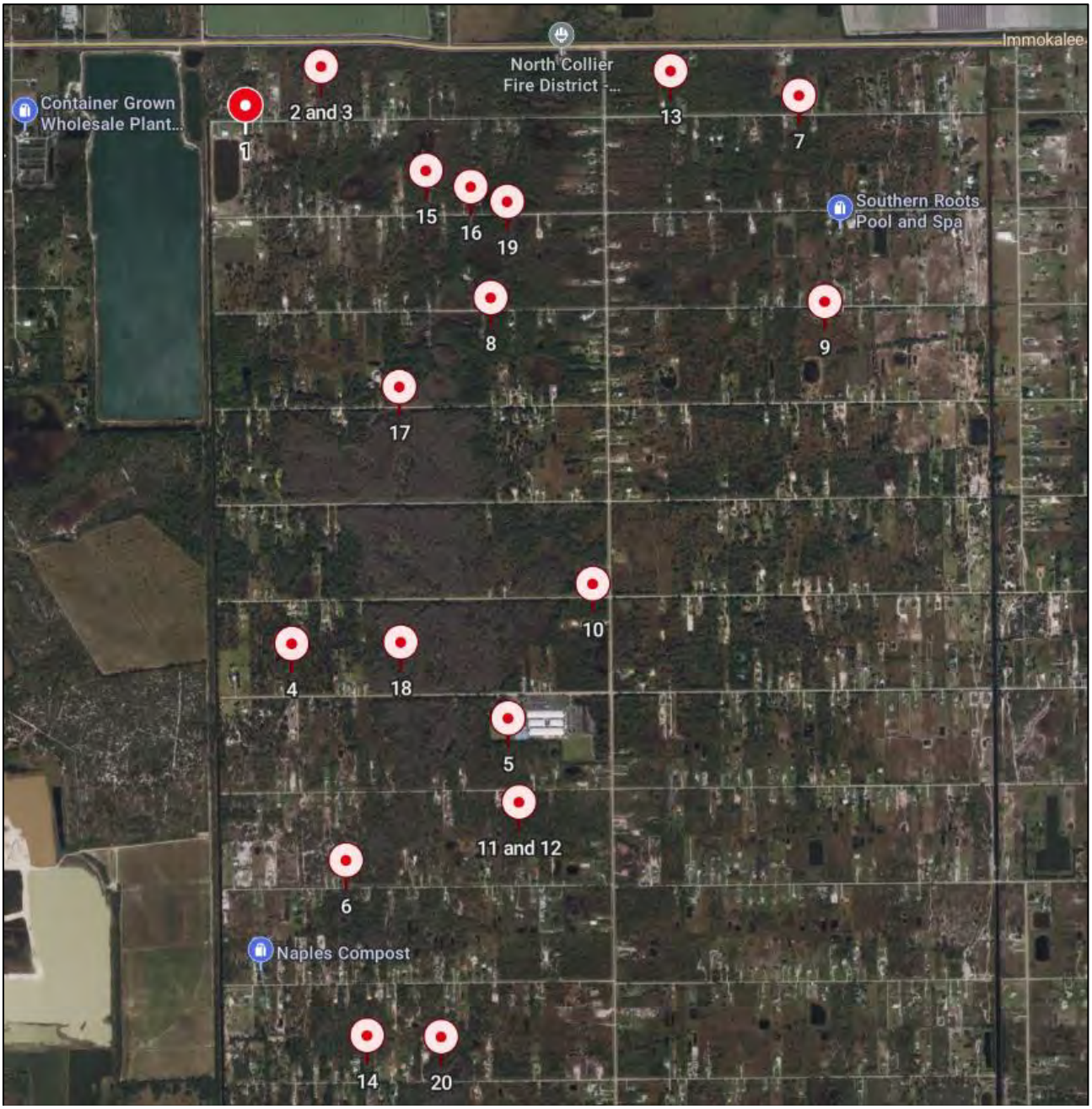
SALES DATA

A search was made for sales of land comparable to the subject parcels. The intention was to find comparable sales in similar locations that offer similar functional utility. A total of 20 comparable sales were identified as the best available for analysis.

Price per acre of gross land area was developed as the unit of comparison, since that is the unit best suited to the analysis, and the one most often utilized by local buyers, sellers, and brokers of land similar to the subject parcel. Due to the location and physical characteristics, I elected to bracket the subject within the range indicated by comparables. This is preferable to a conventional adjustment process where the magnitude of adjustments is likely to be great, and there is little support for specific adjustments.

Comparable land sales grids are given on the following pages. Each comparable is identified by a number which will be used for reference throughout the report. Each comparable is identified on the location map immediately following this page.

LOCATION MAP OF SUBJECT AND VACANT LAND COMPARABLES



LAND SALES ADJUSTMENT GRID – UP TO 25% WETLANDS

ITEM	SUBJECT	COMP #1	COMP #2	COMP #3	COMP #4	COMP #5
PARCEL #		39140520000	39144200009	39144200106	38841240004	38848600003
PROPERTY IDENTIFICATION	Panther Walk	72nd Avenue NE	72nd Avenue NE	72nd Avenue NE	2445 60th Avenue NE	58th Avenue NE
SALE PRICE	N/A	$99,900	$175,000	$160,000	$150,000	$95,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$99,900	$175,000	$160,000	$150,000	$95,000
Recording Date	N/A	03/20/24	04/10/24	06/28/24	02/15/24	12/15/23
Months Prior To Effective Date	07/12/24	3.75	3.06	0.46	4.87	6.90
MARKET CHANGE ADJUSTMENT	N/A	1.9%	1.5%	0.2%	2.4%	3.5%
ADJUSTED SALE PRICE	N/A	$101,772	$177,675	$160,368	$153,649	$98,279
Parcel Area in Gross Acres	1.14-2.73	1.14	2.50	2.50	2.34	1.59
PRICE PER ACRE	?	**$89,274**	**$71,070**	**$64,147**	**$65,662**	**$61,811**
LOCATION						
ADDRESS	Panther Walk	72nd Ave. NE	72nd Ave. NE	72nd Ave. NE	60th Ave. NE	58th Ave. NE
CORNER LOT	N/A	No	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	1.14-2.73	1.14	2.50	2.50	2.34	1.59
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar
WETLANDS		No	No	No	No	No
WETLANDS %	0-25%	0%	0%	0%	0%	0%
WETLANDS QUALITY		N/A 0%	N/A 0%	N/A 0%	N/A 0%	N/A 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$89,274**	**$71,070**	**$64,147**	**$65,662**	**$61,811**

LAND SALES ADJUSTMENT GRID – 26-50% WETLANDS

ITEM	SUBJECT	COMP #6	COMP #7	COMP #8	COMP #9	COMP #10
PARCEL #		38964120001	39088280004	39150840000	39087800100	38850760009
PROPERTY IDENTIFICATION	Panther Walk	56th Avenue NE	72nd Avenue NE	68th Avenue NE	68th Avenue NE	Everglades Blvd N
SALE PRICE	N/A	$65,000	$48,000	$112,000	$111,000	$109,900
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0	PENDING 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$65,000	$48,000	$112,000	$111,000	$109,900
Recording Date	N/A	12/22/23	11/29/23	01/31/24	12/07/23	07/12/24
Months Prior To Effective Date	07/12/24	6.67	7.43	5.36	7.17	0.00
MARKET CHANGE ADJUSTMENT	N/A	3.3%	3.7%	2.7%	3.6%	0.0%
ADJUSTED SALE PRICE	N/A	$67,169	$49,783	$115,001	$114,977	$109,900
Parcel Area in Gross Acres	1.14-2.73	1.14	1.14	2.27	2.50	2.34
PRICE PER ACRE	?	**$58,920**	**$43,669**	**$50,661**	**$45,991**	**$46,966**
LOCATION						
ADDRESS	Panther Walk	56th Ave. NE	72nd Ave. NE	68th Ave. NE	68th Ave. NE	Everglades Blvd.
CORNER LOT	N/A	No	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	1.14-2.73	1.14	1.14	2.27	2.50	2.34
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes	Yes
WETLANDS %	26-50%	46%	45%	26-50%	46%	38%
WETLANDS QUALITY		Medium 0%	Medium 0%	N/A 0%	Low 0%	Medium 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$58,920**	**$43,669**	**$50,661**	**$45,991**	**$46,966**

LAND SALES ADJUSTMENT GRID – 51-75% WETLANDS

ITEM	SUBJECT	COMP #11	COMP #12	COMP #13	COMP #14
PARCEL #		38848440001	38848480003	39082120005	38964560001
PROPERTY IDENTIFICATION	Panther Walk	58th Avenue NE	58th Avenue NE	72nd Avenue NE	2581 52nd Avenue NE
SALE PRICE	N/A	$55,000	$51,000	$95,000	$95,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$55,000	$51,000	$95,000	$95,000
Recording Date	N/A	08/18/23	09/11/23	06/06/24	12/04/23
Months Prior To Effective Date	07/12/24	10.82	10.03	1.18	7.26
MARKET CHANGE ADJUSTMENT	N/A	5.4%	5.0%	0.6%	3.6%
ADJUSTED SALE PRICE	N/A	$57,974	$53,557	$95,562	$98,451
Parcel Area in Gross Acres	1.14-2.73	2.27	1.59	2.27	2.73
PRICE PER ACRE	?	**$25,539**	**$33,683**	**$42,098**	**$36,063**
LOCATION					
ADDRESS	Panther Walk	58th Ave. NE	58th Ave. NE	72nd Ave. NE	52nd Ave. NE
CORNER LOT	N/A	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	1.14-2.73	2.27	1.59	2.27	2.73
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes
WETLANDS %	51-75%	70%	70%	51-75%	73%
WETLANDS QUALITY		N/A 0%	N/A 0%	N/A 0%	Medium 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$25,539**	**$33,683**	**$42,098**	**$36,063**

LAND SALES ADJUSTMENT GRID – 76-100% WETLANDS

ITEM	SUBJECT	COMP #15	COMP #16	COMP #17	COMP #18	COMP #19	COMP #20
PARCEL #		39148040003	39149840008	39147240008	38844920004	39151680007	38967000005
PROPERTY IDENTIFICATION	Panther Walk	70th Avenue NE	2830 70th Avenue NE	66th Avenue NE	2661 60th Avenue NE	70th Avenue NE	52nd Avenue NE
SALE PRICE	N/A	$26,000	$32,000	$36,500	$50,000	$54,900	$68,500
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Conventional 0
ADJUSTED SALE PRICE	N/A	$26,000	$32,000	$36,500	$50,000	$54,900	$68,500
Recording Date	N/A	07/11/24	07/18/23	11/17/23	09/15/23	07/10/24	12/14/23
Months Prior To Effective Date	07/12/24	0.03	11.83	7.82	9.89	0.07	6.94
MARKET CHANGE ADJUSTMENT	N/A	0.0%	5.9%	3.9%	4.9%	0.0%	3.5%
ADJUSTED SALE PRICE	N/A	$26,004	$33,893	$37,928	$52,474	$54,918	$70,876
Parcel Area in Gross Acres	1.14-2.73	1.14	1.14	1.14	1.14	1.59	2.27
PRICE PER ACRE	?	**$22,811**	**$29,731**	**$33,270**	**$46,030**	**$34,540**	**$31,223**
LOCATION							
ADDRESS	Panther Walk	70th Ave. NE	70th Ave. NE	66th Ave. NE	60th Ave. NE	70th Ave. NE	52nd Ave. NE
CORNER LOT	N/A	No	No	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	1.14-2.73	1.14	1.14	1.14	1.14	1.59	2.27
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes	Yes	Yes
WETLANDS %	76-100%	75%+	75%+	100%	90%	75%+	75%+
WETLANDS QUALITY		N/A 0%	N/A 0%	N/A 0%	V. High/High 0%	N/A 0%	N/A 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$22,811**	**$29,731**	**$33,270**	**$46,030**	**$34,540**	**$31,223**

DISCUSSION OF ADJUSTMENTS

Usually, comparable sale properties are not exactly like the subject property. If a typical buyer would perceive the difference to be significant, then adjustment(s) must be made to the comparable sales so that in the end each offers a realistic indication of value for the subject. Adjusting comparable sales is a two-step process.

First, adjustments are made so that all of the comparable sales meet the standard of a "market" transaction as outlined in the definition of market value. Customarily, the first group of adjustments is made before the comparables are reduced to a common unit of comparison. Included at this stage are adjustments to bring historic sales current to the appraisal effective date.

The second group of adjustments is made after an appropriate unit of comparison is chosen. These adjustments account for physical differences like location, physical characteristics and size. Sometimes adjustment is required for differences in the permitted land use (zoning) or in the availability of public service (infrastructure). When the adjustment process is complete, the unit value indications are reconciled and converted into an estimate of value for the subject.

REAL PROPERTY RIGHTS CONVEYED

This adjustment category is intended to account for the interest, benefits, and rights inherent in the ownership of real estate. This category reflects the impact on value caused by the fee simple versus the leased fee interest or the contract rent as opposed to market rent.

- None of the comparable sales required adjustment in this category.

CONDITIONS OF SALE

This adjustment category is intended to account for a variety of factors that might affect the purchase price.

- None of the comparable sales required adjustment in this category.

BUILDING IMPROVEMENTS

This category of adjustment is intended to account for the positive or negative contribution to value of building improvements included with the sale of the land. Buildings that made a positive contribution to the sale price require a negative adjustment. Buildings that were demolished and removed require a positive adjustment to account for demolition costs which are treated as part of the purchase price.

- None of the comparable sales required adjustment in this category.

FINANCING

Adjustments in this category are intended to account for unusual terms of financing that are not considered equivalent to cash or conventional financing.

- None of the comparable sales required adjustment in this category.

MARKET CHANGE

This adjustment is intended to account for changes in value due to the ebb and flow of market forces over time.

- The comparables occurred between 2023 and 2024, which market conditions continue to improve. The vacant lot sales from the prior 12 months within the market boundaries of Immokalee Road to the north, Desoto Boulevard to the east, Oil Well Boulevard to the south, and Golden Gate Canal to the west, were plotted on a graph by median sale price. The median sale price in August 2023 was $85,000 and the median sale price in July 2024 was $92,000 indicating an increase of 8.2% or 0.68% per month.



I also analyzed recent paired sales in the submarket area which indicate positive market change. Land values continue to appreciate due to the demand for affordable

residential land. The buyers include a mix of individuals who plan to build a home, investors, and speculative home builders.

Giving consideration to all of the above, I applied a market change rate of 0.50% per month or 6.00% annually.

LOCATION/ACCESS/EXPOSURE

This category of adjustment reflects the impact on value caused by the advantages or disadvantages of a given location.

- None of the comparable sales required adjustment in this category.

UTILITIES/INFRASTRUCTURE

This category of adjustment references the availability and adequacy of the road system, the public was distribution system and the public wastewater collection system of each comparable property as that compares with the same services available to the subject property.

- None of the comparable sales required adjustment in this category.

COMPREHENSIVE PLAN/LAND USE

This category of adjustment accounts for differences in the potential land uses (Comprehensive Plan) or in the specific uses (Zoning) to which a property could be developed. Differences in value between the subject property and comparable sales might exist because their highest and best uses are different as a result of government regulation through zoning and land use controls.

- None of the comparable sales required adjustment in this category.

SIZE/SHAPE

This category of adjustment addresses the effect on the marketability of a given property, because its physical size/shape might limit the physical utility, or because the size and term of the financial investment required of an investor/speculator is such that the unit price is reduced.

- None of the comparable sales required adjustment in this category.

PHYSICAL CHARACTERISTICS

This category of adjustment reflects the physical aspects of a property that impact its use for development. Physical characteristics included land elevation, soil conditions, drainage characteristics, threatened or endangered plant and animal species on the property and the extent and density of covering vegetation.

- I was provided with the Conservation Collier Initial Criteria Screening Report Panther Walk TPMA dated August 3, 2022 and updated August 26, 2022. The parcels are located within the Panther Preserve with most containing wetlands. The higher the quality of the wetlands, the higher the mitigation costs. The parcels consist of a mixture of vegetative communities including cypress strand forest, cypress/mixed hardwood forests, oak/pine hammock, wet prairie, and pine flatwoods.

- I analyzed aerials, reviewed the listing history, and interviewed brokers, buyers and sellers to determine the wetlands associated with the Comparable sales.

  No adjustments were made for physical characteristics and instead the comparables were bracketed with some being superior, similar, and inferior.

RECAPITULATION OF DATA

After making the adjustments discussed above, the comparable sales indicated the following unit values:

UP TO 25% WETLANDS

Comparables	Price Per Gross Acre of Land Area
1	$89,274
2	$71,070
3	$64,147
4	$65,662
5	$61,811

The range of unit value indications is from $61,811 to $89,274 per acre with an average of $70,393 per acre and a median of $65,662 per acre. Comparable 1 is a high indicator and the average of Comparables 2, 3, 4, and 5 is $65,672 per acre.

Based on the range, I concluded to a unit value of $65,000 per acre.

26-50% WETLANDS

Comparables	Price Per Gross Acre of Land Area
6	$58,920
7	$43,669
8	$50,661
9	$45,991
10	$46,966

The range of unit value indications is from $43,669 to $58,920 per acre with an average of $49,241 per acre and a median of $46,966 per acre. Comparable 6 is a slight outlier and the average of Comparables 7, 8, 9, and 10 is $46,822 per acre.

Based on the range, I concluded to a unit value of $47,000 per acre.

51-75% WETLANDS

Comparables	Price Per Gross Acre of Land Area
11	$25,539
12	$33,683
13	$42,098
14	$36,063

The range of unit value indications is from $25,539 to $42,098 per acre with an average of $34,346 per acre and a median of $34,873 per acre. Comparable 11 is a low indicator and the average of Comparables 12, 13, and 14 is $37,281 per acre.

Based on the range, I concluded to a unit value of $37,000 per acre.

76-100% WETLANDS

Comparables	Price Per Gross Acre of Land Area
15	$22,811
16	$29,731
17	$33,270
18	$46,030
19	$34,540
20	$31,223

The range of unit value indications is from $22,811 to $46,030 per acre with an average of $32,934 per acre and a median of $32,246 per acre.

Based on the range, I concluded to a unit value of $32,000 per acre.

FINAL ESTIMATE OF VALUE - PANTHER WALK (1.14-2.73 ACRES)

The final indications of value on a per acre basis as of July 12, 2024 are presented below.

Tier	**Amount of Wetlands**	**Price Per Gross Acre**
I	Up to 25% Wetlands	$65,000
II	26-50% Wetlands	$47,000
III	51-75% Wetlands	$37,000
IV	76-100% Wetlands	$32,000

PANTHER WALK (2.74-5.00 ACRES)

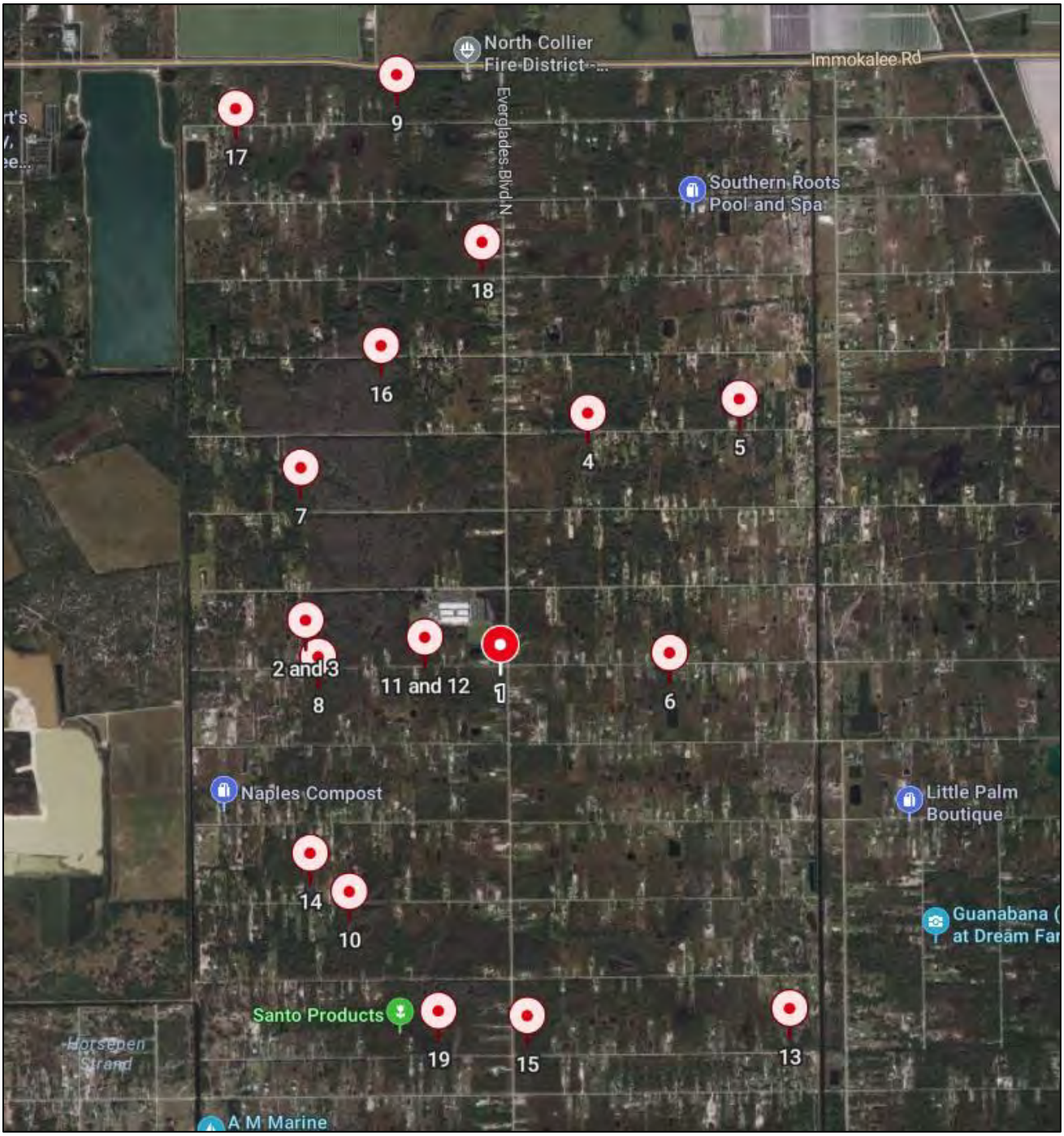
SALES DATA

A search was made for sales of land comparable to the subject parcels. The intention was to find comparable sales in similar locations that offer similar functional utility. A total of 19 comparable sales were identified as the best available for analysis.

Price per acre of gross land area was developed as the unit of comparison, since that is the unit best suited to the analysis, and the one most often utilized by local buyers, sellers, and brokers of land similar to the subject parcel. Due to the location and physical characteristics, I elected to bracket the subject within the range indicated by comparables. This is preferable to a conventional adjustment process where the magnitude of adjustments is likely to be great, and there is little support for specific adjustments.

Comparable land sales grids are given on the following pages. Each comparable is identified by a number which will be used for reference throughout the report. Each comparable is identified on the location map immediately following this page.

LOCATION MAP OF SUBJECT AND VACANT LAND COMPARABLES



LAND SALES ADJUSTMENT GRID – UP TO 25% WETLANDS

ITEM	SUBJECT	COMP #1	COMP #2	COMP #3	COMP #4	COMP #5	COMP #6
PARCEL #		38850080006	38962160005	38962080004	38783480003	38789760002	38787320004
PROPERTY IDENTIFICATION	Panther Walk	Everglades & 58th Ave. NE	56th Avenue NE	56th Avenue NE	64th Avenue NE	3709 64th Avenue NE	58th Avenue NE
SALE PRICE	N/A	$235,000	$110,000	$251,000	$142,000	$125,000	$242,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$235,000	$110,000	$251,000	$142,000	$125,000	$242,000
Recording Date	N/A	08/25/23	06/04/24	04/23/24	03/20/24	02/29/24	06/21/24
Months Prior To Effective Date	07/12/24	10.59	1.25	2.63	3.75	4.40	0.69
MARKET CHANGE ADJUSTMENT	N/A	5.3%	0.6%	1.3%	1.9%	2.2%	0.3%
ADJUSTED SALE PRICE	N/A	$247,438	$110,687	$254,300	$144,661	$127,753	$242,835
Parcel Area in Gross Acres	2.74-5.00	5.15	2.73	5.00	2.73	2.73	4.32
PRICE PER ACRE	?	**$48,046**	**$40,545**	**$50,860**	**$52,989**	**$46,796**	**$56,212**
LOCATION							
ADDRESS	Panther Walk	58th Ave. NE	56th Ave. NE	56th Ave. NE	64th Ave. NE	64th Ave. NE	58th Ave. NE
CORNER LOT	N/A	Yes	No	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	Yes	Yes	Yes	Yes	Yes
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	2.74-5.00	5.15	2.73	5.00	2.73	2.73	4.32
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar	Similar
WETLANDS		No	No	No	No	No	No
WETLANDS %	0-25%	0%	0%	0%	0%	0-25%	0%
WETLANDS QUALITY		0%	0%	0%	0%	N/A 0%	0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$48,046**	**$40,545**	**$50,860**	**$52,989**	**$46,796**	**$56,212**

LAND SALES ADJUSTMENT GRID – 26-50% WETLANDS

ITEM	SUBJECT	COMP #7	COMP #8	COMP #9	COMP 10	COMP #11
PARCEL #		38843240002	38843880006	39150160007	38966360005	38848320008
PROPERTY IDENTIFICATION	Panther Walk	62nd Avenue NE	2626 58th Avenue NE	72nd Avenue NE	2680 52nd Avenue NE	58th Avenue NE
SALE PRICE	N/A	$125,000	$110,300	$157,500	$115,000	$121,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$125,000	$110,300	$157,500	$115,000	$121,000
Recording Date	N/A	07/26/23	05/23/23	10/27/23	11/30/23	01/25/24
Months Prior To Effective Date	07/12/24	11.57	13.68	8.51	7.40	5.56
MARKET CHANGE ADJUSTMENT	N/A	5.8%	6.8%	4.3%	3.7%	2.8%
ADJUSTED SALE PRICE	N/A	$132,232	$117,842	$164,205	$119,253	$124,361
Parcel Area in Gross Acres	2.74-5.00+	5.00	2.73	5.00	2.73	2.73
PRICE PER ACRE	?	**$26,446**	**$43,166**	**$32,841**	**$43,682**	**$45,554**
LOCATION						
ADDRESS	Panther Walk	62nd Ave. NE	58th Ave. NE	72nd Ave. NE	52nd Ave. NE	58th Ave. NE
CORNER LOT	N/A	No	No	No	No	No
PAVED ROAD	Yes	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	2.74-5.00+	5.00	2.73	5.00	2.73	2.73
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes	Yes
WETLANDS %	26-50%	38%	44%	26-50%	44%	26-50%
WETLANDS QUALITY		Medium 0%	Medium 0%	N/A 0%	Low/Medium 0%	N/A 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$26,446**	**$43,166**	**$32,841**	**$43,682**	**$45,554**

LAND SALES ADJUSTMENT GRID – 51-75% WETLANDS

ITEM	SUBJECT	COMP #12	COMP #13	COMP #14	COMP #15
PARCEL #		38848440001	38671960004	38964560001	38670640008
PROPERTY IDENTIFICATION	Panther Walk	58th Avenue NE	48th Avenue NE	2581 52nd Avenue NE	Everglades Blvd. N
SALE PRICE	N/A	$55,000	$185,000	$95,000	$79,900
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$55,000	$185,000	$95,000	$79,900
Recording Date	N/A	08/18/23	07/03/23	12/04/23	01/19/24
Months Prior To Effective Date	07/12/24	10.82	12.33	7.26	5.75
MARKET CHANGE ADJUSTMENT	N/A	5.4%	6.2%	3.6%	2.9%
ADJUSTED SALE PRICE	N/A	$57,974	$196,403	$98,451	$82,198
Parcel Area in Gross Acres	2.74-5.00+	2.27	5.00	2.73	2.81
PRICE PER ACRE	?	**$25,539**	**$39,281**	**$36,063**	**$29,252**
LOCATION					
ADDRESS	Panther Walk	58th Ave. NE	48th Ave. NE	52nd Ave. NE	Everglades Blvd.
CORNER LOT	N/A	No	No	No	Yes
PAVED ROAD	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	2.74-5.00+	2.27	5.00	2.73	2.81
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes
WETLANDS %	51-75%	70%	60%	73%	66%
WETLANDS QUALITY		N/A 0%	N/A 0%	Medium 0%	Medium 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$25,539**	**$39,281**	**$36,063**	**$29,252**

LAND SALES ADJUSTMENT GRID – 76-100% WETLANDS

ITEM	SUBJECT	COMP #16	COMP #17	COMP #18	COMP #19
PARCEL #		39149280008	39142160002	39154120001	38973200006
PROPERTY IDENTIFICATION	Panther Walk	2780 66th Avenue NE	72nd Avenue NE	6809 Everglades Blvd. N	48th Avenue NE
SALE PRICE	N/A	$50,000	$89,280	$70,000	$94,000
REAL PROPERTY RIGHTS	N/A	Fee Simple 0	Fee Simple 0	Fee Simple 0	Fee Simple 0
CONDITIONS OF SALE	Market	Market 0	Market 0	Market 0	Market 0
BUILDING IMPROVEMENTS	None	None 0	None 0	None 0	None 0
FINANCING	Cash or Equivalent	Cash to seller 0	Cash to seller 0	Cash to seller 0	Cash to seller 0
ADJUSTED SALE PRICE	N/A	$50,000	$89,280	$70,000	$94,000
Recording Date	N/A	05/24/23	03/13/23	11/03/23	07/08/24
Months Prior To Effective Date	07/12/24	13.64	16.01	8.28	0.13
MARKET CHANGE ADJUSTMENT	N/A	6.8%	8.0%	4.1%	0.1%
ADJUSTED SALE PRICE	N/A	$53,411	$96,427	$72,899	$94,062
Parcel Area in Gross Acres	2.74-5.00+	2.73	2.73	2.81	2.73
PRICE PER ACRE	?	**$19,564**	**$35,321**	**$25,943**	**$34,455**
LOCATION					
ADDRESS	Panther Walk	66th Ave. NE	72nd Ave. NE	Everglades Blvd.	48th Ave. NE
CORNER LOT	N/A	No	No	Yes	Yes
PAVED ROAD	Yes	Yes	Yes	Yes	Yes
CANAL FRONTAGE	N/A	No	No	No	No
OVERALL LOCATION	Average	Similar 0%	Similar 0%	Similar 0%	Similar 0%
UTILITIES	Well & Septic	Similar 0%	Similar 0%	Similar 0%	Similar 0%
COMP. PLAN	Estates	Estates	Estates	Estates	Estates
ZONING	E - Estates	E - Estates 0%	E - Estates 0%	E - Estates 0%	E - Estates 0%
SIZE IN ACRES	2.74-5.00+	2.73	2.73	2.81	2.73
SHAPE/CONFIGURATION	Rectangular	Similar 0%	Similar 0%	Similar 0%	Similar 0%
PHYSICAL CHARACTERISTICS	Native Veg.	Similar	Similar	Similar	Similar
WETLANDS		Yes	Yes	Yes	Yes
WETLANDS %	76-100%	100%	85%	80%	75%+
WETLANDS QUALITY		N/A 0%	Medium 0%	Medium 0%	N/A 0%
GROSS ADJUSTMENT	N/A	0%	0%	0%	0%
INDICATION OF UNIT VALUE	?	**$19,564**	**$35,321**	**$25,943**	**$34,455**

DISCUSSION OF ADJUSTMENTS

Usually, comparable sale properties are not exactly like the subject property. If a typical buyer would perceive the difference to be significant, then adjustment(s) must be made to the comparable sales so that in the end each offers a realistic indication of value for the subject. Adjusting comparable sales is a two-step process.

First, adjustments are made so that all of the comparable sales meet the standard of a "market" transaction as outlined in the definition of market value. Customarily, the first group of adjustments is made before the comparables are reduced to a common unit of comparison. Included at this stage are adjustments to bring historic sales current to the appraisal effective date.

The second group of adjustments is made after an appropriate unit of comparison is chosen. These adjustments account for physical differences like location, physical characteristics and size. Sometimes adjustment is required for differences in the permitted land use (zoning) or in the availability of public service (infrastructure). When the adjustment process is complete, the unit value indications are reconciled and converted into an estimate of value for the subject.

REAL PROPERTY RIGHTS CONVEYED

This adjustment category is intended to account for the interest, benefits, and rights inherent in the ownership of real estate. This category reflects the impact on value caused by the fee simple versus the leased fee interest or the contract rent as opposed to market rent.

- None of the comparable sales required adjustment in this category.

CONDITIONS OF SALE

This adjustment category is intended to account for a variety of factors that might affect the purchase price.

- None of the comparable sales required adjustment in this category.

BUILDING IMPROVEMENTS

This category of adjustment is intended to account for the positive or negative contribution to value of building improvements included with the sale of the land. Buildings that made a positive contribution to the sale price require a negative adjustment. Buildings that were demolished and removed require a positive adjustment to account for demolition costs which are treated as part of the purchase price.

- None of the comparable sales required adjustment in this category.

FINANCING

Adjustments in this category are intended to account for unusual terms of financing that are not considered equivalent to cash or conventional financing.

- None of the comparable sales required adjustment in this category.

MARKET CHANGE

This adjustment is intended to account for changes in value due to the ebb and flow of market forces over time.

- The comparables occurred between 2023 and 2024, which market conditions continue to improve. The vacant lot sales from the prior 12 months within the market boundaries of Immokalee Road to the north, Desoto Boulevard to the east, Oil Well Boulevard to the south, and Golden Gate Canal to the west, were plotted on a graph by median sale price. The median sale price in August 2023 was $85,000 and the median sale price in July 2024 was $92,000 indicating an increase of 8.2% or 0.68% per month.



I also analyzed recent paired sales in the submarket area which indicate positive market change. Land values continue to appreciate due to the demand for affordable

residential land. The buyers include a mix of individuals who plan to build a home, investors, and speculative home builders.

Giving consideration to all of the above, I applied a market change rate of 0.50% per month or 6.00% annually.

LOCATION/ACCESS/EXPOSURE

This category of adjustment reflects the impact on value caused by the advantages or disadvantages of a given location.

- None of the comparable sales required adjustment in this category.

UTILITIES/INFRASTRUCTURE

This category of adjustment references the availability and adequacy of the road system, the public was distribution system and the public wastewater collection system of each comparable property as that compares with the same services available to the subject property.

- None of the comparable sales required adjustment in this category.

COMPREHENSIVE PLAN/LAND USE

This category of adjustment accounts for differences in the potential land uses (Comprehensive Plan) or in the specific uses (Zoning) to which a property could be developed. Differences in value between the subject property and comparable sales might exist because their highest and best uses are different as a result of government regulation through zoning and land use controls.

- None of the comparables sales required adjustment in this category.

SIZE/SHAPE

This category of adjustment addresses the effect on the marketability of a given property, because its physical size/shape might limit the physical utility, or because the size and term of the financial investment required of an investor/speculator is such that the unit price is reduced.

- None of the comparable sales required adjustment in this category.

PHYSICAL CHARACTERISTICS

This category of adjustment reflects the physical aspects of a property that impact its use for development. Physical characteristics included land elevation, soil conditions, drainage characteristics, threatened or endangered plant and animal species on the property and the extent and density of covering vegetation.

- I was provided with the Conservation Collier Initial Criteria Screening Report Panther Walk TPMA dated August 3, 2022 and updated August 26, 2022. The parcels are located within the Panther Preserve with most containing wetlands. The higher the quality of the wetlands, the higher the mitigation costs. The parcels consist of a mixture of vegetative communities including cypress strand forest, cypress/mixed hardwood forests, oak/pine hammock, wet prairie, and pine flatwoods.

- I analyzed aerials, reviewed the listing history, and interviewed brokers, buyers and sellers to determine the wetlands associated with the Comparable sales.

  No adjustments were made for physical characteristics and instead the comparables were bracketed with some being superior, similar, and inferior.

RECAPITULATION OF DATA

After making the adjustments discussed above, the comparable sales indicated the following unit values:

UP TO 25% WETLANDS

Comparables	Price Per Gross Acre of Land Area
1	$48,046
2	$40,545
3	$50,860
4	$52,989
5	$46,796
6	$56,212

The range of unit value indications is from $40,545 to $56,212 per acre with an average of $49,241 per acre and a median of $49,453 per acre.

Based on the range, I concluded to a unit value of $49,000 per acre.

26-50% WETLANDS

Comparables	Price Per Gross Acre of Land Area
7	$26,446
8	$43,166
9	$32,841
10	$43,682
11	$45,554

The range of unit value indications is from $26,446 to $45,554 per acre with an average of $38,338 per acre and a median of $43,166 per acre. Comparable 7 is a low indicator and the average of Comparables 8, 9, 10, and 11 is $41,311 per acre.

Based on the range, I concluded to a unit value of $42,000 per acre.

51-75% WETLANDS

Comparables	Price Per Gross Acre of Land Area
12	$25,539
13	$39,281
14	$36,063
15	$29,252

The range of unit value indications is from $25,539 to $39,281 per acre with an average of $32,534 per acre and a median of $32,657 per acre.

Based on the range, I concluded to a unit value of $33,000 per acre.

76-100% WETLANDS

Comparables	Price Per Gross Acre of Land Area
16	$19,564
17	$35,321
18	$25,943
19	$34,455

The range of unit value indications is from $19,564 to $35,321 per acre with an average of $28,821 per acre and a median of $30,199 per acre.

Based on the range, I concluded to a unit value of $30,000 per acre.

FINAL ESTIMATE OF VALUE - PANTHER WALK (2.74-5.00 ACRES)

The final indications of value on a per acre basis as of July 12, 2024 are presented below.

Tier	**Amount of Wetlands**	**Price Per Gross Acre**
I	Up to 25% Wetlands	$49,000
II	26-50% Wetlands	$42,000
III	51-75% Wetlands	$33,000
IV	76-100% Wetlands	$30,000

CARROLL & CARROLL



Timothy W. Sunyog, MAI
Cert Gen RZ3288

ADDENDA

(In Order of Appearance)

Page Topic	Count Page(s)	Page(s)
Assumptions and Limiting Conditions	2	
Parcel List	3	
Qualifications of Appraiser	2	

ASSUMPTIONS AND LIMITING CONDITIONS

The certification of the appraiser appearing in this report is subject to the following assumptions and limiting conditions.

ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF ALL GENERAL AND EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS.

EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

None

HYPOTHETICAL CONDITIONS

None

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable.

2. The property is appraised free and clear of liens and encumbrances.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is assumed to be true, correct and reliable. A reasonable effort was made to verify such information, but the appraiser bears no responsibility for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material is included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that might be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws.

8. It is assumed that the property is either in compliance with, or is "grandfathered" or "vested" under, all applicable zoning, use regulations and restrictions.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass.

11. It is assumed that the subject site and improvements are not contaminated by any hazardous material or toxic substance. During the property inspection we were sensitive to obvious signs of contamination and we reported anything unusual. However, we are not qualified to render professional opinions regarding the existence or the nature of hazardous materials in or on the subject property. If a definitive opinion is desired, then the client is urged to retain an expert in the field.

12. The distribution of the total value in this report, between land and improvements, applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

13. Possession of this report, or a copy thereof, does not carry with it the right of publication.

14. Unless previous arrangements were made, the appraisers, by reason of this appraisal, are not required to give further consultation, testimony, or to be in attendance in court.

Table of Panther Walk Preserve Project Area Parcels

FOLIO NUMBER	ACRES
38841560001	2.27
38841600000	1.14
38841640002	1.59
38841680004	2.27
38843040008	5.00
38843120009	2.50
38843120106	2.50
38843160001	2.50
38843160108	2.50
38843240002	5.00
38843680002	2.73
38843800002	2.73
38843880006	2.73
38844040007	5.00
38844080009	2.27
38844120008	2.73
38844160000	1.14
38844200009	1.14
38844240001	1.59
38844280003	1.14
38844320002	2.73
38844360004	2.27
38844400003	5.00
38844440005	2.73
38844480007	2.27
38844520006	2.27
38844560008	2.73
38844600007	5.00
38844640009	1.14
38844680001	2.73
38844720000	1.14
38844760002	2.27
38844840003	1.59
38844880005	1.14
38844920004	1.14
38844960006	1.14
38845000004	1.14
38845040006	2.73
38845120007	2.27
38845160009	2.73
38845200008	5.00

FOLIO NUMBER	ACRES
38849440000	1.14
38849480002	2.73
38849520001	1.14
38849560003	2.73
38849600002	2.27
38964080002	2.73
38965680003	2.73
38965760004	1.14
39141440008	2.27
39141480000	2.73
39143160001	1.14
39143200000	1.14
39143320003	1.59
39143360005	1.14
39145200008	2.73
39145240000	1.14
39145280002	2.73
39145320001	1.14
39145360003	1.14
39147120005	2.73
39147200006	2.73
39147240008	1.14
39147280000	1.14
39147320009	1.14
39147360001	1.14
39147400000	2.73
39147440002	1.14
39147480004	1.14
39147520003	2.73
39147600004	1.14
39148960002	2.73
39149000000	1.14
39149080004	1.59
39149120003	1.14
39149160005	2.27
39149200004	1.14
39149280008	2.73
39149320007	1.14
39149360009	1.14
39149400008	2.73
39149440000	1.14

FOLIO NUMBER	ACRES
38845320001	1.14
38845360003	1.59
38845440004	1.14
38845480006	2.27
38845520005	2.73
38845640008	1.14
38845840002	1.59
38845880004	5.00
38845920003	1.14
38845960005	2.73
38846000003	1.14
38846040005	1.14
38846080007	1.14
38846160008	2.27
38846200007	2.73
38846240009	5.00
38846280001	2.27
38846320000	2.73
38846360002	5.00
38846400001	1.59
38846520004	1.14
38846720008	1.14
38846760000	1.59
38846800009	1.14
38846880003	2.73
38846920002	2.27
38846960004	2.73
38847120005	1.14
38847280000	1.59
38847320009	2.73
38847360001	1.14
38847440002	2.50
38847440109	2.50
38847480004	1.14
38847520003	1.59
38847560005	1.14
38847600004	1.14
38847680008	2.27
38847760009	1.59
38847840000	1.14
38847880002	1.14
38848040003	2.27

FOLIO NUMBER	ACRES
39149480002	1.14
39149520001	2.73
39149560003	1.14
39149640004	2.73
39149720005	1.14
39149760007	1.14
39149800006	1.14
39149840008	1.14
39150000002	1.14
39150120005	2.73
39150160007	5.00
39150200006	1.14
39150240008	2.73
39150280000	1.14
39150320009	1.14
39150440002	1.59
39150480004	1.14
39150520003	1.14
39150560005	1.14
39150680008	2.73
39150720007	1.14
39150760009	2.73
39150800008	1.14
39150840000	2.27
39150880002	2.73
39151120004	1.14
39151440001	1.14
39151520002	1.14
39151560004	1.14
39151600003	2.73
39151640005	2.27
39151680007	1.59
39151720006	1.14
39151760008	1.14
39151880001	1.14
39151920000	1.59
39152080004	1.14
39152120003	1.14
39152160005	1.14
39152200004	2.73
39152240006	1.14
39152280008	1.14

FOLIO NUMBER	ACRES
38848080005	2.73
38848120101	2.73
38848200005	1.59
38848240007	2.27
38848280009	1.14
38848400009	1.14
38848600003	1.59
38848640005	1.14
38848840009	1.14
38848920000	2.73
38849000000	1.14
38849040002	1.59
38849080004	2.27
38849120003	2.73
38849160005	2.27
38849360009	2.73
38849400008	2.27

FOLIO NUMBER	ACRES
39152320007	1.14
39152360009	2.73
39152400008	1.14
39152440000	1.14
39152480002	1.14
39152520001	1.59
39152560003	2.73
39152600002	1.14
39152640004	1.14
39152760007	1.14
39152800006	2.27
39152840008	2.73
39152920009	1.14
39155080001	2.34
39155120000	1.17
39155160002	2.40
39155200001	2.00

Carroll & Carroll
Real Estate Appraisers & Consultants

Timothy W. Sunyog, MAI

CERT GEN RZ3288

PROFESSIONAL RECOGNITION

State-Certified General Real Estate Appraiser RZ3288
Earned 12-15-08
MAI Designation Appraisal Institute
Earned 06-24-15

PROFESSIONAL EXPERIENCE

Carroll & Carroll Appraisers & Consultants, LLC, Naples, FL – Principal/Full Time Commercial Real Estate Appraiser, January 2018 - Present
Carroll & Carroll, Inc., Naples, FL, Full Time Commercial Real Estate Appraiser,
August 2005 -August 2006 & July 2007 – December 2017
Realvest Appraisal Services, Inc., Maitland, FL, Associate Appraiser, September 2006 - June 2007
Florida Real Estate Sales Associate - February 2014 – Present
Qualified Expert Witness, Circuit Court

EDUCATION

Rollins College, Bachelor of Arts – Economics - May 2004
Argus Valuation – DCF Training, February 2012
Continuing Education – Tim Sunyog has met the continuing education requirements of the State of Florida and the Appraisal Institute

PROFESSIONAL ASSOCIATIONS

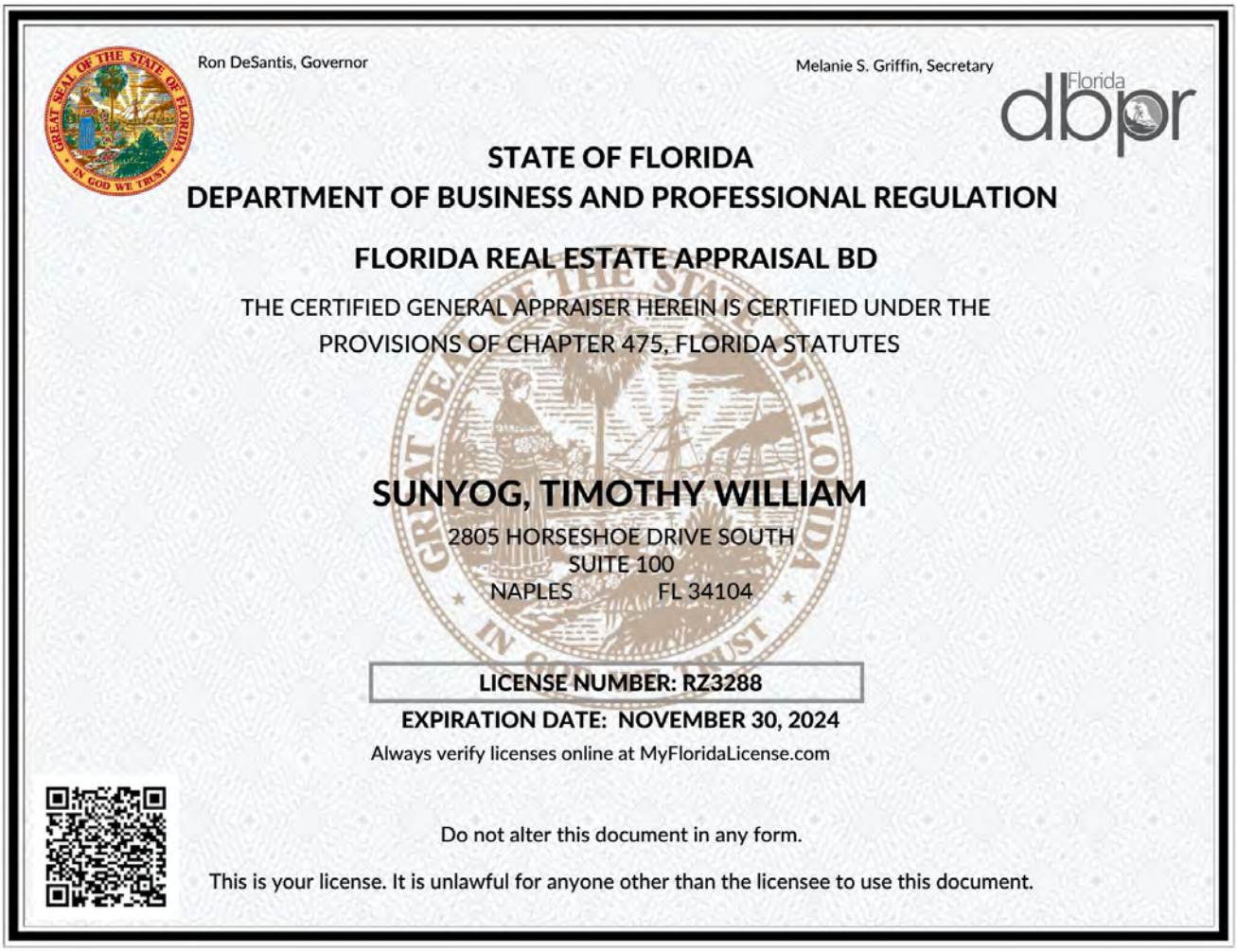
Appraisal Institute – Florida Gulf Coast Chapter (2023 President)
Appraisal Institute – Leadership Development & Advisory Council (LDAC)
Naples Area Board of Realtors

CIVIC INVOLVEMENT

Education Foundation – Connect Now Initiative
Relay for Life
Collier County Community Land Trust Project Review Committee

PRACTICE INCLUDES ASSIGNMENTS INVOLVING

Vacant Land	Agricultural Properties	Churches
Multifamily Properties	Commercial Condos	Industrial Buildings
Office Buildings	Retail Centers	Restaurants
Subdivisions	Buy/Sell Decisions	Self-Storage Facilities
Ad Valorem Tax Analysis	Litigation	Estate Settlement
Condemnation	FEMA 50% Rule Appraisals	Residential Properties



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

SUNYOG, TIMOTHY WILLIAM

2805 HORSESHOE DRIVE SOUTH
SUITE 100
NAPLES FL 34104

LICENSE NUMBER: RZ3288

EXPIRATION DATE: NOVEMBER 30, 2024

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REAL ESTATE APPRAISAL REPORT

PANTHER WALK PROJECT MARKET STUDY

Residential Land
Generally within Golden Gate Estates Units 42, 44, and 47
Naples, Collier County, Florida, 34120

PREPARED FOR:
Mr. Roosevelt Leonard, R/W-AC
Supervisor – Real Property Management
Collier County
3335 Tamiami Trail East, Suite 101
Naples, FL 34112
Client File: PO Number 4500231940

EFFECTIVE DATE OF THE APPRAISAL:
July 18, 2024

DATE OF THE REPORT:
July 22, 2024

REPORT FORMAT:
Appraisal Report

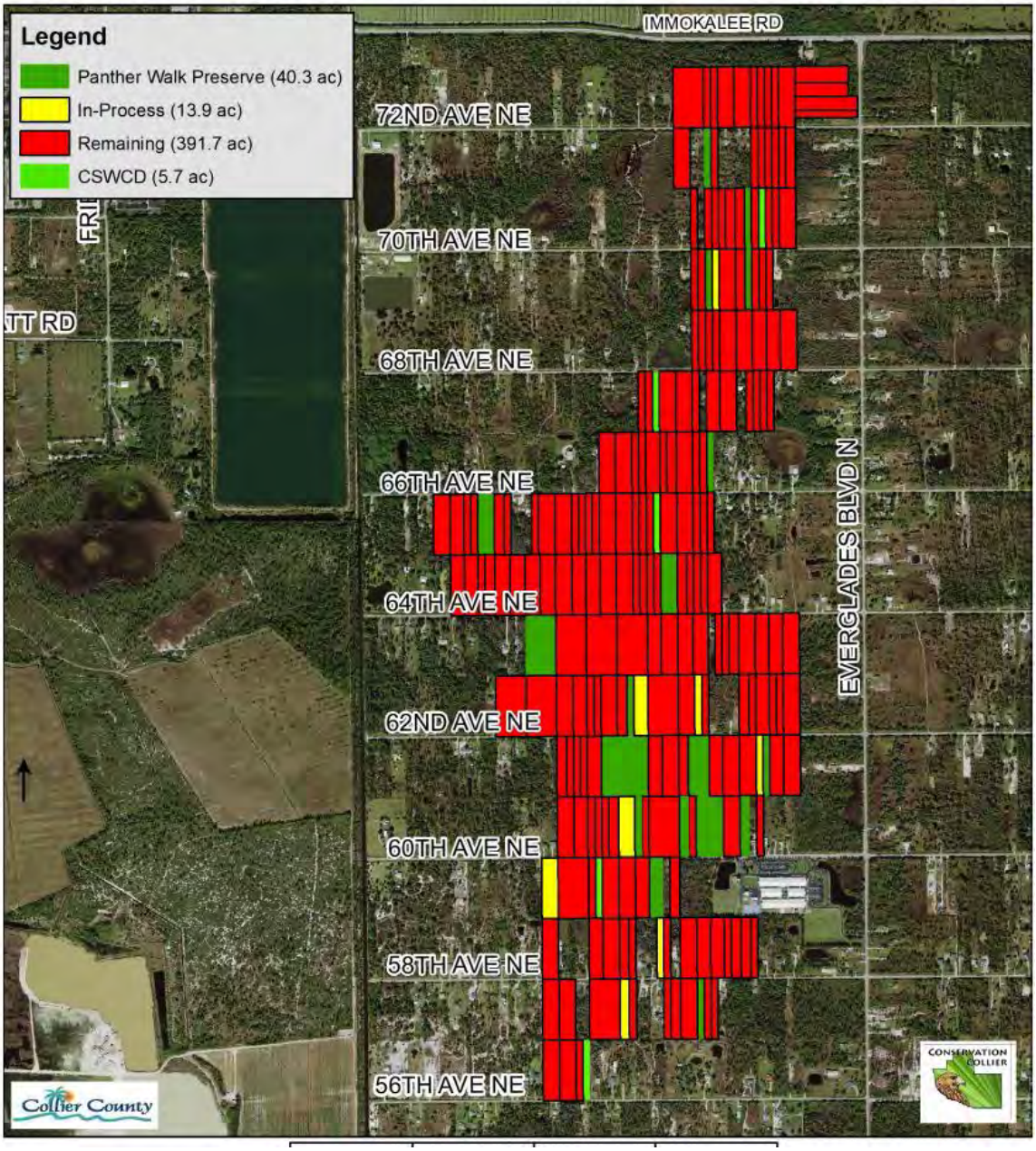
PREPARED BY:

RKL Appraisal and Consulting, PLC
RKL File Number: 2024-148

RACHEL M. ZUCCHI, MAI, CCIM
C. LOWRY, MAI, CPA
LOUIS C. BOBBITT, MAI

4500 Executive Drive, Suite 230
Naples, FL 34119-8908
Phone: 239-596-0800
www.rklac.com

Conservation Collier Panther Walk Preserve Parcel Status July 2023



Panther Walk Project Market Study

Generally within Golden Gate Estates Units 42, 44, and 47
Naples, Florida

RKL
APPRAISAL AND CONSULTING

July 22, 2024

Mr. Roosevelt Leonard, R/W-AC
Collier County
3335 Tamiami Trail East, Suite 101
Naples, FL 34112

Re: Real Estate Appraisal
Panther Walk Project Market Study
Generally within Golden Gate Estates Units 42, 44, and 47, Naples,
Collier County, Florida, 34120
Client File: PO Number 4500231940
RKL File Number: 2024-148

Dear Mr. Leonard:

At your request, RKL Appraisal and Consulting, PLC has prepared the accompanying appraisal for the above referenced property. The purpose of the appraisal is to estimate the market value on a price per acre basis within the area identified as the Panther Walk Project Area. A tier valuation will be provided as follows, four (4) per acre values for parcels between 1.14 acres – 2.73 acres and four (4) per acre values for parcels between 2.74 – 5.00 acres consisting of i) up to 25% wetlands, ii) 25-50% wetlands, iii) 50-75% wetlands, and 75-100% wetlands. The intended users for the assignment are Collier County Real Property Management (Conservation Collier Program), and the intended use of the appraisal is to assist Collier County in its determination of market value for the potential acquisition through the Conservation Collier Program. We use the appraisal report option of Standards Rule 2-2 of USPAP to report the assignment results.

Please reference the appraisal scope section of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis, and valuation methodology.

The accompanying appraisal conforms with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the appraisal guidelines of Collier County. The appraisal also conforms with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

The subject market area is identified by Conservation Collier as Panther Walk. The Panther Walk targeted area contains 200 parcels totaling 390.1 acres within Golden Gate Estates Units 42, 44, and 47. The per acre values reported in this market study will be offered to property owners with 1.14 to 5.0 acre parcels. The parcels are located within the Estates zoning designation which allows for low density residential development with limited agricultural uses.

RACHEL M. ZUCCHI, MAI, CCIM
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Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), I have made the following value conclusion(s):

VALUE CONCLUSIONS

Appraisal Premise	Interest Appraised	Date of Value
Market Value, As Is	Fee Simple	July 18, 2024

	Indicated Value per Acre
Up to 25% Wetlands:	$50,000
25 - 50% Wetlands:	$44,000
50 - 75% Wetlands:	$37,000
75 - 100% Wetlands:	$32,000
Subject Size:	1.14 - 2.73 acres

	Indicated Value per Acre
Up to 25% Wetlands:	$41,500
25 - 50% Wetlands:	$37,000
50 - 75% Wetlands:	$32,000
75 - 100% Wetlands:	$26,500
Subject Size:	2.74 - 5.00 acres

The value conclusion(s) are subject to the following hypothetical conditions and extraordinary conditions. These conditions may affect the assignment results.

Hypothetical Conditions:	None.
Extraordinary Assumptions:	None.

Respectfully submitted,
RKL APPRAISAL AND CONSULTING, PLC



Rachel M. Zucchi, MAI, CCIM
Florida State-Certified General Real Estate Appraiser RZ2984
rzucchi@rklac.com; Phone 239-596-0801

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

GENERAL

Subject:	Panther Walk Project Market Study Generally within Golden Gate Estates Units 42, 44, and 47, Naples, Collier County, Florida, 34120
Owner:	Multiple
Legal Description:	Multiple parcels generally within Golden Gate Estates Units 42, 44, and 47
Tax Identification:	Multiple parcels generally within Golden Gate Estates Units 42, 44, and 47
Intended Use:	The intended use is to assist Collier County in its determination of market value for the potential acquisition through the Conservation Collier Program.
Intended User(s):	Collier County Real Property Management (Conservation Collier Program)

PROPERTY

Market Area

Market Area	Gross Land Area (Acres)	Typical Parcel Size (Acres)	Zoning	FDEP Informal Wetland Determination
Panther Walk	390.10	1.14 - 5.0	E - Estates	Less than 25% to 100%

Highest and Best Use As Vacant	Conservation and/or single-family development
Exposure Time	12 months
Marketing Period	12 months

VALUE INDICATIONS

Effective Date(s)	July 18, 2024
Property Rights	Fee Simple

	Indicated Value per Acre
Up to 25% Wetlands:	$50,000
25 - 50% Wetlands:	$44,000
50 - 75% Wetlands:	$37,000
75 - 100% Wetlands:	$32,000
Subject Size:	1.14 - 2.73 acres

	Indicated Value per Acre
Up to 25% Wetlands:	$41,500
25 - 50% Wetlands:	$37,000
50 - 75% Wetlands:	$32,000
75 - 100% Wetlands:	$26,500
Subject Size:	2.74 - 5.00 acres

The value conclusion(s) are subject to the following hypothetical conditions and extraordinary conditions. These conditions may affect the assignment results.

Hypothetical Conditions:	None.
Extraordinary Assumptions:	None.

INTRODUCTION INFORMATION

SUBJECT IDENTIFICATION

Subject:	Panther Walk Project Market Study Generally within Golden Gate Estates Units 42, 44, and 47, Naples, Collier County, Florida, 34120
Legal Description:	Multiple parcels generally within Golden Gate Estates Units 42, 44, and 47
Tax Identification:	Multiple parcels generally within Golden Gate Estates Units 42, 44, and 47

The subject market area is identified by Conservation Collier as Panther Walk. The Panther Walk targeted area contains 200 parcels totaling 390.1 acres within Golden Gate Estates Units 42, 44, and 47. The per acre values reported in this market study will be offered to property owners with 1.14 to 5.0 acre parcels. The parcels are located within the Estates zoning designation which allows for low density residential development with limited agricultural uses.

CURRENT OWNERSHIP AND PROPERTY HISTORY

Owner

There are multiple owners.

APPRAISAL SCOPE

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and any other intended users;
- the intended use of the appraiser's opinions and conclusions;
- the type and definition of value;
- the effective date of the appraiser's opinions and conclusions;
- subject of the assignment and its relevant characteristics
- assignment conditions
- the expectations of parties who are regularly intended users for similar assignments; and
- what an appraiser's peer's actions would be in performing the same or a similar assignment.

CLIENT, INTENDED USER, AND INTENDED USE

The client and the intended user of the appraisal is Collier County Real Property Management (Conservation Collier Program). The intended use is to assist Collier County in its determination of market value for the potential acquisition through the Conservation Collier Program. The appraisal is not intended for any other use or user.

DEFINITION OF MARKET VALUE

Market value definition used by agencies that regulate federally insured financial institutions in the United States is defined by *The Dictionary of Real Estate Appraisal,* 7th ed. (Chicago: Appraisal Institute, 2022) as:

> The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> - Buyer and seller are typically motivated;
> - Both parties are well informed or well advised, and acting in what they consider their best interests;
> - A reasonable time is allowed for exposure in the open market;
> - Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
> - The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."
>
> (Source: 12 C.F.R. Part 34.42(h); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994; 79 Federal Register 28400, May 16, 2014; 83 Federal Register April 9, 2018; 84 Federal Register, October 8, 2019)

DEFINITION OF PROPERTY RIGHTS APPRAISED

Fee simple estate is defined as an: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." (Source: *The Dictionary of Real Estate Appraisal,* 7th ed. (Chicago: Appraisal Institute, 2022)

PURPOSE OF APPRAISAL, PROPERTY RIGHTS APPRAISED, AND DATES

The purpose of the appraisal is to estimate the market value on a price per acre basis within the area identified as the Panther Walk Project Area. A tier valuation will be provided as follows, four (4) per acre values for parcels between 1.14 acres – 2.73 acres and four (4) per acre values for parcels between 2.74 – 5.00 acres consisting of i) up to 25% wetlands, ii) 25-50% wetlands, iii) 50-75% wetlands, and 75-100% wetlands. The effective date of the subject appraisal is July 18, 2024. The date of inspection was July 18, 2024. The date of the report is July 22, 2024.

SCOPE OF WORK

The problem to be solved is to estimate the market value on a price per acre basis within the area identified as the Panther Walk Project Area. A tier valuation will be provided as follows, four (4) per acre values for parcels between 1.14 acres – 2.73 acres and four (4) per acre values for parcels between 2.74 – 5.00 acres consisting of i) up to 25% wetlands, ii) 25-50% wetlands, iii) 50-75% wetlands, and 75-100% wetlands.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject area is identified generally as the wetland parcels within Panther Walk. An aerial shows the approximate border of Panther Walk.
Inspection:	A limited on site inspection was made and photographs were taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	A complete as vacant highest and best use analysis for the subject has been made. Physically possible, legally permissible, and financially feasible uses were considered, and the maximally productive use was concluded.
Valuation Analyses	
Cost Approach:	A cost approach was not applied as there are no improvements that contribute value to the property.
Sales Comparison Approach:	A sales approach was applied as typically this is the most appropriate approach for the valuation of vacant land. This approach is applicable to the subject because there is an active market for similar properties and sufficient sales data is available for analysis.
Income Approach:	An income approach was not applied as the subject is not likely to generate rental income as vacant land.
Hypothetical Conditions:	None.
Extraordinary Assumptions:	None.

Comments

The individual sections of the report detail the additional research, confirmation, and analysis of relevant data.

ECONOMIC ANALYSIS

NATIONAL ECONOMIC ANALYSIS

The Federal Reserve Open Market Committee (FOMC) released the following statement on June 12, 2024. Recent indicators suggest that economic activity has continued to expand at a solid pace. Job gains have remained strong, and the unemployment rate has remained low. Inflation has eased over the past year but remains elevated. In recent months, there has been modest further progress toward the Committee's 2 percent inflation objective.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. The Committee judges that the risks to achieving its employment and inflation goals have moved toward better balance over the past year. The economic outlook is uncertain, and the Committee remains highly attentive to inflation risks.

In support of its goals, the Committee decided to maintain the target range for the federal funds rate at 5-1/4 to 5-1/2 percent. In considering any adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee does not expect it will be appropriate to reduce the target range until it has gained greater confidence that inflation is moving sustainably toward 2 percent. In addition, the Committee will continue reducing its holdings of Treasury securities and agency debt and agency mortgage-backed securities. The Committee is strongly committed to returning inflation to its 2 percent objective.

In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee's goals. The Committee's assessments will take into account a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments.

The following table details the economic forecasts of Federal Reserve Board members and Federal Reserve Bank presidents as of June 2024. Real GDP is projected to grow at a rate of 2.1% in 2024, the same as the March 2024 projection. The unemployment projection also remained the same at 4.0%. The Core PCE inflation projection increased from 2.6% to 2.8% in 2024.

Table 1. Economic projections of Federal Reserve Board members and Federal Reserve Bank presidents, under their individual assumptions of projected appropriate monetary policy, June 2024

Percent

Variable	Median[1]				Central Tendency[2]				Range[3]			
	2024	2025	2026	Longer run	2024	2025	2026	Longer run	2024	2025	2026	Longer run
Change in real GDP	2.1	2.0	2.0	1.8	1.9–2.3	1.8–2.2	1.8–2.1	1.7–2.0	1.4–2.7	1.5–2.5	1.7–2.5	1.6–2.5
March projection	2.1	2.0	2.0	1.8	2.0–2.4	1.9–2.3	1.8–2.1	1.7–2.0	1.3–2.7	1.7–2.5	1.7–2.5	1.6–2.5
Unemployment rate	4.0	4.2	4.1	4.2	4.0–4.1	3.9–4.2	3.9–4.3	3.9–4.3	3.8–4.4	3.8–4.3	3.8–4.3	3.5–4.5
March projection	4.0	4.1	4.0	4.1	3.9–4.1	3.9–4.2	3.9–4.3	3.8–4.3	3.8–4.5	3.7–4.3	3.7–4.3	3.5–4.3
PCE inflation	2.6	2.3	2.0	2.0	2.5–2.9	2.2–2.4	2.0–2.1	2.0	2.5–3.0	2.2–2.5	2.0–2.3	2.0
March projection	2.4	2.2	2.0	2.0	2.3–2.7	2.1–2.2	2.0–2.1	2.0	2.2–2.9	2.0–2.5	2.0–2.3	2.0
Core PCE inflation[4]	2.8	2.3	2.0		2.8–3.0	2.3–2.4	2.0–2.1		2.7–3.2	2.2–2.6	2.0–2.3	
March projection	2.6	2.2	2.0		2.5–2.8	2.1–2.3	2.0–2.1		2.4–3.0	2.0–2.6	2.0–2.3	
Memo: Projected appropriate policy path												
Federal funds rate	5.1	4.1	3.1	2.8	4.9–5.4	3.9–4.4	2.9–3.6	2.5–3.5	4.9–5.4	2.9–5.4	2.4–4.9	2.4–3.8
March projection	4.6	3.9	3.1	2.6	4.6–5.1	3.4–4.1	2.6–3.4	2.5–3.1	4.4–5.4	2.6–5.4	2.4–4.9	2.4–3.8

According to Freddie Mac Chief Economist Sam Khater, “Given inflation continues to decelerate and the Federal Reserve Board’s current expectations that they will lower the federal funds target rate next year, we likely will see a gradual thawing of the housing market in the new year.” According to a December 2023 AP report, the recent downward shift in mortgage rates is a welcome development for homebuyers. Mortgage applications notched their sixth consecutive weekly increase last week, according to the Mortgage Bankers Association.

According to an November 2023 report by Lawrence Yun, although high mortgage rates, elevated home prices and limited housing inventory have crippled the 2023 housing market, the outlook for 2024 is brighter. Mr. Yun expects existing-home sales to increase by 15% in 2024 as mortgage rates stabilize and home sellers adapt. “I believe we’ve already reached the peak in terms of interest rates. The question is when are rates going to come down?”

According to the National Association of Real Estate Investment Trusts’ (NAREIT) 2024 Outlook, with the Federal Reserve at, or near, the end of its tightening cycle, REITs are well-situated for outsized performance in 2024. “While public real estate valuations have adjusted, private real estate valuations probably will see further declines in 2024.” The firm noted that REITs’ well-managed balance sheets likely will enable them to navigate economic uncertainty in 2024.

The 2024 CBRE U.S. Real Estate Market Outlook there is an increased chance that the U.S. will avoid a recession and achieve a soft economic landing in 2024, but economic growth will slow and downside risks are elevated. Commercial real estate investment activity likely will begin to pick up in the second half of 2024. The normalization of hybrid working arrangements will continue to limit the growth of office demand. Retail real estate fundamentals are expected to remain strong due to the scarcity of new construction deliveries over the past decade. The industrial market is expected to remain healthy, with net absorption on par with 2023 levels. The biggest wave of new apartment supply in decades will temper rent growth and improve affordability for renters in 2024. The hotel industry will face headwinds to RevPAR growth in 2024, including competition from alternative lodging sources and a slower economy, but fewer Americans traveling internationally will benefit the domestic market. Demand for new

data center development will attract more institutional investment in 2024, as investors reallocate capital from the office sector to real estate alternatives.

According to the Deloitte Center for Financial Services annual Commercial Real Estate Outlook for 2024, "the global real estate industry has an opportunity to start rebuilding on more solid ground. Multiple factors, from a pandemic-era recovery that shifted how and where people work to more recent geopolitical uncertainties and financial market instability, the coming year is expected to be pivotal in real estate firms' ability to recover and build up. Marked by a myriad of mixed signals about the health and trajectory of our industry, real estate leaders may need to find their footing as they shape the next phase of real estate ownership and investment."

According to the PwC Emerging Trends in Real Estate 2024, there's a reluctant acceptance in the industry that interest rates will remain high for at least the next year and possibly even longer. "Even good news, such as investors being eager to acquire new assets, is tempered by bleak sector data. For example, despite available equity, transactions are down — and many in the industry point to instances where buyers and sellers simply can't agree on pricing because the dearth of sales limits price clarity." Respondents to the *Emerging Trends* survey believe the worst of inflation is behind us, which should give the Federal Reserve a reason to pause interest rate hikes.

According to J.P. Morgan Chase 2024 commercial real estate outlook, "multifamily and neighborhood retail stay strong, while industrial may be starting to soften. The future of office buildings remains unclear." They also report the future of interest rates is uncertain as the economy begins to slow down.

FLORIDA ECONOMIC ANALYSIS

According to the U.S. Census Bureau, after a historically low rate of change between 2020 and 2021, the U.S. resident population increased by 0.4%, or 1,256,003, to 333,287,557 in 2022. Florida was the fastest-growing state in 2022, with an annual population increase of 1.9%, resulting in a total resident population of 22,244,823. It was also the second largest-gaining state behind Texas, with an increase of 416,754 residents. Net migration was the largest contributing component of change to Florida's growth, adding 444,484 residents. "While Florida has often been among the largest-gaining states," Kristie Wilder, a demographer in the Population Division at the Census Bureau noted, "this was the first time since 1957 that Florida has been the state with the largest percent increase in population.

According to the Summer 2023 Florida Forecast prepared by the Institute for Economic Competitiveness at the University of Central Florida, Florida's economy, as measured by real Gross State Product, will expand at an average annual rate of 1.5% from 2023 to 2026. Real Gross State Product will decelerate during the economic slowdown as growth will slow to 0.5% in 2024 and 0.8% in 2025, then accelerate to reach 1.7% by 2026.

Payroll job growth in Florida will begin to falter with a slowdown in the U.S. economy, but not in every sector. After year-over-year growth of 4.7% in 2021 and job growth of

5.6% in 2022, payroll employment in 2023 will decrease to 2.4%, contract by 1.8% in 2024, and by 0.4% in 2025. Job growth turns positive and grows by 1.0% in 2026.

Housing starts have felt the bitter chill of higher mortgage rates. Total starts were 192,213 in 2022—before higher mortgage rates and worries of a slowing economy will result in a deceleration in starts to 183,134 in 2023, 158,716 in 2024, 154,424 in 2025, and 150,981 in 2026.

The unemployment rate fell to 4.7% in 2021, and then to 2.9% in 2022. The slowing economy will push the rate up to 3.1% in 2023, to 4.4% in 2024, and to 5.0% in 2025 and 2026.

Table 1. Annual Summary of the University of Central Florida's Forecast for Florida

	2018	2019	2020	2021	2022	2023	2024	2025	2026
					Personal Income and GSP				
Personal Income (Bil. $)	1088.8	1165.1	1235.8	1356.3	1414.0	1515.3	1581.7	1659.2	1742.9
Florida.(%Ch Year ago)	6.3	7.0	6.1	9.8	4.2	7.2	4.4	4.9	5.0
U.S.(%Ch Year ago)	5.0	5.1	6.7	7.4	2.3	5.1	4.7	4.4	4.4
Personal Income (Bil. 2012$)	1000.5	1061.5	1104.1	1157.1	1132.8	1171.5	1194.7	1226.0	1262.6
Florida.(%Ch Year ago)	4.6	6.1	4.0	4.8	-2.1	3.4	2.0	2.6	3.0
U.S.(%Ch Year ago)	2.8	3.6	5.5	3.3	-3.8	1.3	2.2	2.1	2.3
Disp. Income (Bil. 2012$)	895.9	949.9	992.8	1023.5	974.6	1033.3	1064.0	1093.5	1125.4
Florida.(%Ch Year ago)	6.2	6.0	4.5	3.1	-4.8	6.0	3.0	2.8	2.9
U.S.(%Ch Year ago)	3.3	3.5	6.2	1.9	-6.2	3.7	2.9	2.2	2.2
GSP (Bil. $)	1057.3	1111.4	1116.7	1255.6	1389.1	1491.7	1538.3	1588.1	1652.2
(%Ch Year ago)	5.4	5.1	0.5	12.4	10.6	7.4	3.1	3.2	4.0
GSP (Bil. 2012$)	941.6	965.7	950.2	1029.6	1070.9	1101.2	1106.7	1116.0	1135.2
(%Ch Year ago)	3.2	2.6	-1.6	8.4	4.0	2.8	0.5	0.8	1.7
				Employment and Labor Force (Household Survey % Change Year Ago)					
Employment	2.5	2.1	-4.9	4.6	5.7	2.4	-1.8	-0.4	1.0
Labor Force	1.5	1.7	-1.7	2.4	3.9	2.3	1.4	0.8	0.8
FL Unemployment Rate (%)	3.7	3.2	8.2	4.7	2.9	3.1	4.4	5.0	5.0
U.S. Unemployment Rate (%)	3.9	3.7	8.1	5.4	3.6	3.5	3.9	4.5	4.8

COLLIER COUNTY AREA ANALYSIS

Collier County has long been an attractive place to retire and it continues to be an area that experiences a great deal of seasonal population increases. According to the Collier County Comprehensive Planning Department, Collier County's population increases up to 25% between November and April due to seasonal residents and short-term agricultural workers in the Immokalee area. The population increase creates a high degree of seasonality within the retail, service, and hospitality sectors of Collier County's economy.

Collier County is located less than 150 miles from Fort Myers, Fort Lauderdale, Miami, Sarasota, and West Palm Beach as shown in the following table.

Distance to Other Major Markets			
Metro Area			Miles
Fort Myers	44	Jacksonville	378
Fort Lauderdale	107	Tallahassee	435
Miami	128	Atlanta	616
Sarasota	120	New York	1,311
West Palm Beach	150	Dallas	1,315
Tampa	169	Chicago	1,335
Orlando	238		

Population

The Bureau of Economic and Business Research, University of Florida released the following population statistics for Southwest Florida. As shown, total population increased in all six Southwest Florida counties with the greatest percentage growth in Lee County and the second highest in Charlotte County.

Projections of Florida Population by County, 2025-2050, with Estimates for 2023

	Population				Percent Change		
	2023	2025	2030	2035	2023 to 2025	2025 to 2030	2030 to 2035
Southwest Florida	1,922,304	1,993,700	2,144,000	2,262,900	3.71%	7.54%	5.55%
Charlotte	204,126	211,300	226,900	240,000	3.51%	7.38%	5.77%
Collier	399,480	413,300	443,000	466,000	3.46%	7.19%	5.19%
Glades	12,591	12,700	12,900	13,000	0.87%	1.57%	0.78%
Hendry	40,895	41,500	42,600	43,400	1.48%	2.65%	1.88%
Lee	800,989	835,900	908,500	964,400	4.36%	8.69%	6.15%
Sarasota	464,223	479,000	510,100	536,100	3.18%	6.49%	5.10%

Source: University of Florida, Bureau of Economic and Business Research, Florida Population Studies, Bulletin 198, January 2024

U.S. News & World Report, the global authority in rankings and consumer advice evaluated the country's 150 most populous metropolitan areas based on affordability, job prospects and desirability. The 2024 25 Best Places to Retire includes six Florida metro areas with Daytona Beach the top Florida market at No. 8. Tampa is No. 12 overall while Sarasota is No. 18. Naples is ranked 6th overall in the 2023-2024 Best Places to Live report released by U.S. News & World Report and Sarasota is ranked 5th.

Naples ranks No. 1 in the annual U.S. News & World Report Best Places to Live in the U.S. Sarasota, was ranked No. 11.

Employment

The local economy is largely dependent on the real estate market. Covid-19 negatively impacted overall employment and the service and leisure and hospitality sectors in particular; however, jobs continue to return as the market improves. Tourism drives much of the Collier County area's economy, with leisure and hospitality composing almost 20% of the workforce. Employment growth has slowed considerably here, according to the

Florida Bureau of Workforce Statistics and Economic Research, Collier County added approximately 1,200 jobs over the past year as of November 2023. The leisure and hospitality sector led the region in job gains, adding 900 jobs year over year. However, several industries recorded year-over-year job losses, with professional and business services leading the region with 1,100 jobs lost.

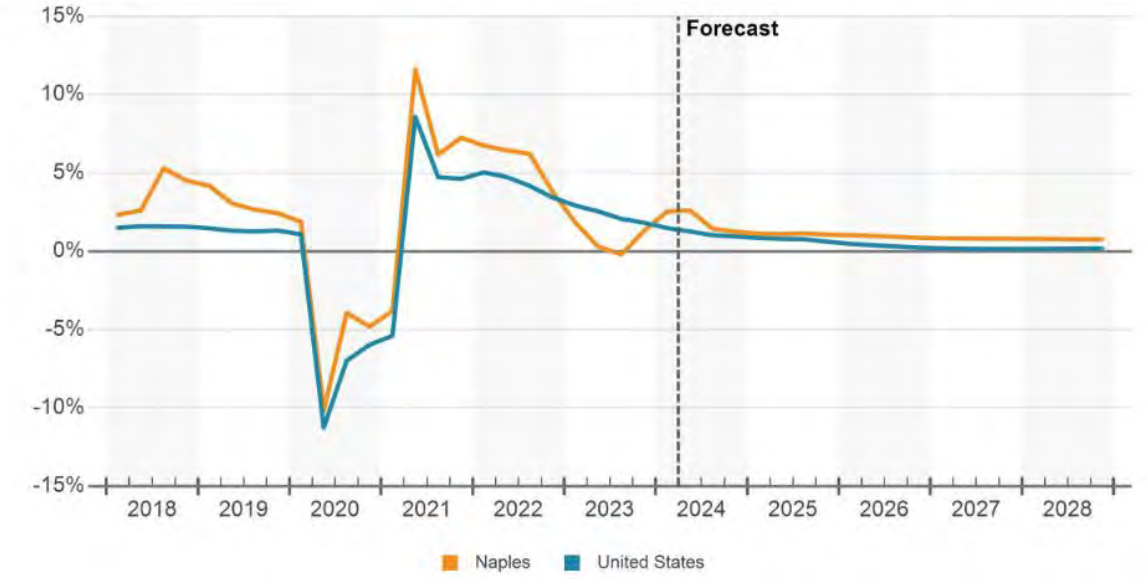
The following table shows the 1Q 2024 Collier County Employment by Industry as well as historical and projected job growth.

NAPLES EMPLOYMENT BY INDUSTRY IN THOUSANDS

	CURRENT JOBS		CURRENT GROWTH		10 YR HISTORICAL		5 YR FORECAST	
Industry	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	6	0.4	3.46%	0.04%	5.99%	0.70%	1.09%	0.13%
Trade, Transportation and Utilities	31	1.0	0.71%	0.07%	2.28%	1.03%	0.30%	0.14%
Retail Trade	22	1.3	-0.39%	-0.17%	1.28%	0.18%	0.26%	0.13%
Financial Activities	10	1.0	-0.14%	0.54%	3.42%	1.44%	0.61%	0.18%
Government	14	0.6	2.24%	2.35%	1.10%	0.55%	0.89%	0.32%
Natural Resources, Mining and Construction	20	2.2	0.73%	2.16%	5.77%	2.35%	1.42%	0.24%
Education and Health Services	27	1.0	3.93%	3.32%	3.88%	1.98%	1.24%	0.63%
Professional and Business Services	21	0.8	3.15%	0.69%	3.99%	1.97%	1.43%	0.47%
Information	1	0.4	-7.13%	-1.76%	-1.57%	1.10%	-0.73%	0.22%
Leisure and Hospitality	29	1.6	5.06%	2.56%	1.47%	1.51%	0.70%	0.69%
Other Services	10	1.5	4.28%	1.48%	1.38%	0.65%	0.66%	0.26%
Total Employment	**169**	**1.0**	**2.55%**	**1.44%**	**2.90%**	**1.34%**	**0.90%**	**0.37%**

Source: Oxford Economics
LQ = Location Quotient

JOB GROWTH (YOY)



Source: Oxford Economics

The following table shows employment projections through 2031 by the Florida Department of Economic Opportunity. As shown, the Leisure and Hospitality industry has the largest projected growth rate of 19.3% followed by Education and Health Services (13.7%).

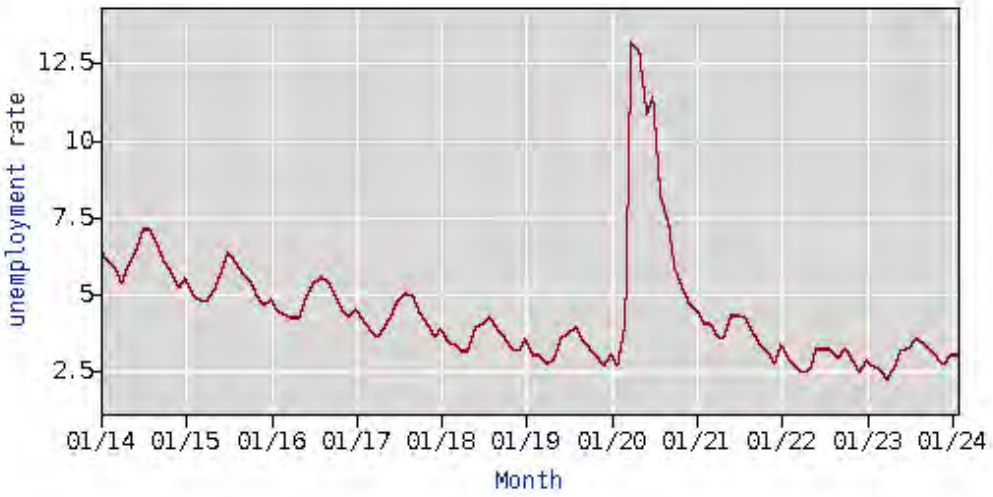
JOBS BY INDUSTRY				
CHARLOTTE, COLLIER, GLADES, HENDRY, AND LEE COUNTIES				
	Employment			
NAICS Title	**2023**	**2031**	**Growth**	**Percent Growth**
Total, All Industries	592,524	657,397	64,873	10.9
Agriculture, Forestry, Fishing & Hunting	7,122	6,681	-441	-6.2
Mining	460	486	26	5.7
Construction	66,003	73,809	7,806	11.8
Manufacturing	14,969	16,103	1,134	7.6
Trade, Transportation and Utilities	105,894	113,674	7,780	7.3
Information	5,278	5,626	348	6.6
Financial Activities	28,940	32,255	3,315	11.5
Professional and Business Services	75,246	85,284	10,038	13.3
Education and Health Services	69,915	79,489	9,574	13.7
Leisure and Hospitality	81,102	96,765	15,663	19.3
Other Services, Ex. Public Admin	21,653	23,603	1,950	9.0
Government	68,519	72,939	4,420	6.5
Self Employed and Unpaid Family Workers, All Jobs	47,423	50,683	3,260	6.9
Source: Florida Department of Economic Opportunity				

Collier County unemployment peaked in August 2010 at 13.0% and had generally been declining until the Covid-19 pandemic with unemployment peaking again at 13.1% in April 2020. The preliminary reported unemployment rate in February 2024 was only 3.0%.

The annual Collier County rate peaked in 2010 at 11.6% and had declined steadily since until the spike from the Covid-19 pandemic in April 2020. However, unemployment numbers have steadily decreased as the economy continues to improve.

Local Area Unemployment Statistics

Series Id:	LAUCN120210000000003
Not Seasonally Adjusted	
Area:	Collier County, FL
Area Type:	Counties and equivalents
State/Region/Division:	Florida
Measure:	unemployment rate



As of February 2024, the unemployment rate for the State of Florida was 3.3%, down from the peak in May 2020 of 14.3%. On a national level, the unemployment rate in February 2024 was 3.8%, a decrease from the peak in April 2020 of 14.8%. Collier County currently has a lower February rate, at 3.0%, than state and national levels.

The local economy is largely dependent on the real estate market. The following table from the U.S. Department of Labor shows Naples/Immokalee/Marco Island employment from 2014 through March 2024. As shown, unemployment from the Covid-19 pandemic affected the service and leisure and hospitality sectors the most. All sectors have regained all lost jobs and have exceeded 2019 levels.

Naples - Immokalee - Marco Island										
Year	Service-Providing	% Change	Goods Producing	% Change	Mining, Logging, & Const.	% Change	Leisure and Hospitality	% Change	All Employees, Total Nonfarm	% Change
2014	114,400	4.4%	15,400	14.1%	12,100	15.2%	25,500	4.5%	129,400	4.9%
2015	118,500	3.6%	17,000	10.4%	13,600	12.4%	26,500	3.9%	135,500	4.7%
2016	123,200	4.0%	18,700	10.0%	14,900	9.6%	27,500	3.8%	141,900	4.7%
2017	125,400	1.8%	19,400	3.7%	15,400	3.4%	28,300	2.9%	144,800	2.0%
2018	128,600	2.6%	21,500	10.8%	17,200	11.7%	29,100	2.8%	150,100	3.7%
2019	132,200	2.8%	22,400	4.2%	17,700	2.9%	30,000	3.1%	154,600	3.0%
2020	125,300	-5.2%	22,100	-1.3%	17,200	-2.8%	25,600	-14.7%	147,400	-4.7%
2021	132,000	5.3%	23,200	5.0%	18,100	5.2%	27,800	8.6%	155,300	5.4%
2022	139,700	5.8%	24,800	6.9%	19,400	7.2%	29,300	5.4%	164,500	5.9%
2023	144,700	3.6%	26,400	6.5%	20,800	7.2%	30,000	2.4%	171,100	4.0%
2024*	149,200	2.0%	26,900	4.0%	21,200	3.8%	32,600	3.3%	176,100	2.3%

*Through March 2024; percentage increase in comparison to March 2023 YTD
Source: U.S. Department of Labor

Collier County and the entire Southwest Florida Region is substantially dependent on the real estate and construction sectors. Therefore, the area has been and should be more susceptible to cyclical fluctuations that have occurred in other areas dominated by a single industry. The Southwest Florida Economic Development Alliance reports key employers in Southwest Florida (Collier, Lee and Charlotte County) from Biofuels, healthcare, technology, apparel design, to sugar production are a driving force behind the region's success. The table below provides a few examples of some key employers in Southwest Florida.

- Industrial Biotechnology, Algenol Biofuels – Global Headquarters
- Medical Devices, Arthrex, Inc. – Global Headquarters
- Women's Specialty Apparel Retailer, Chico's FAS – Global Headquarters
- Specialty Electronics Manufacturer, Fox Electronics – Global Corporate Headquarters
- Global IT Research and Advising, Gartner, Inc.
- Vehicle Rentals and Sales, Hertz, Inc. – Global Headquarters
- Subsidiary Pittsburgh Glass Works, Lynx Services, LLC – Customers Service Center
- Manufacturing Fluid Management, Shaw Development – Global Headquarters
- Agricultural and Food Manufacturer, U.S. Sugar Corporation – Headquarters
- Healthcare, 21st Century Oncology – Global Headquarters

The following table shows the Top 25 Employers as reported by the Florida Gulf Coast University Regional Economic Research Institute in 2023.

Southwest Florida Top Employers
2023

FGCU | Lutgert College of Business Regional Economic Research Institute

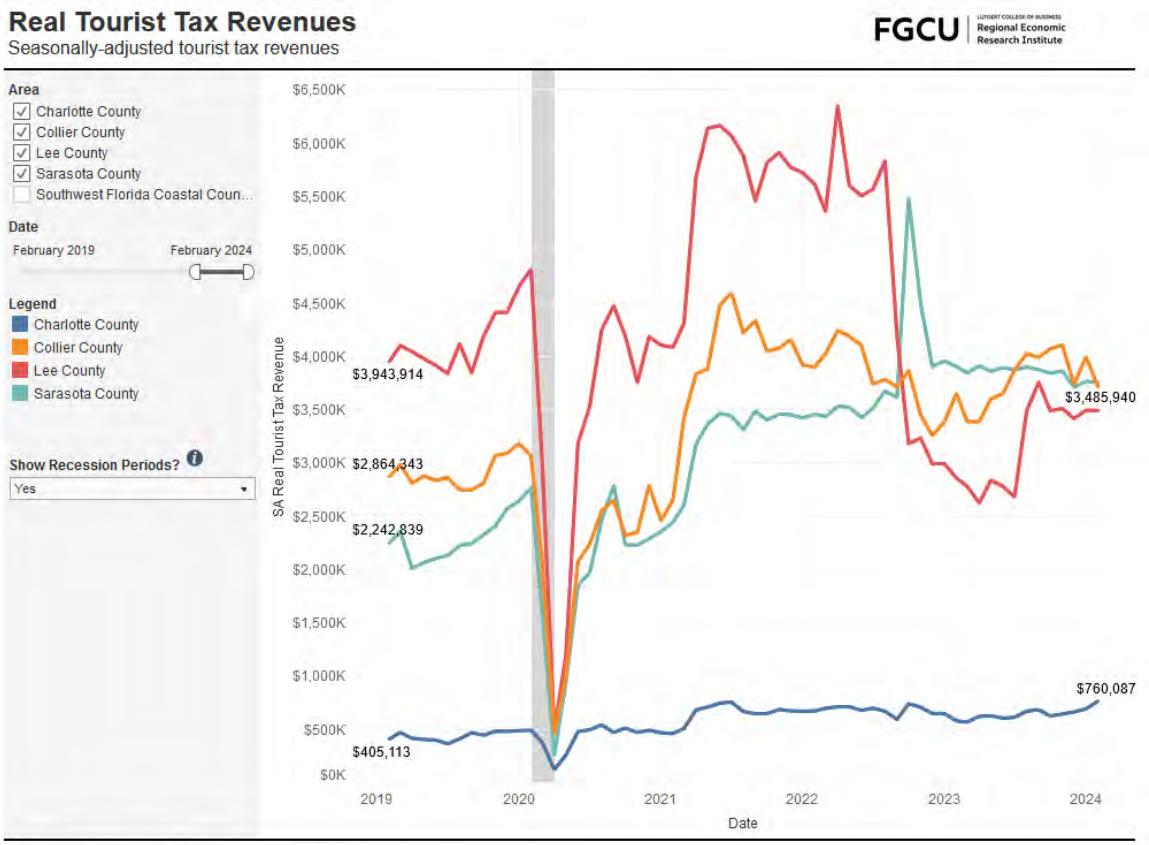
Area: Collier County

Rank	Business Name	
1	Collier County Public Schools	5,810
2	Collier County Local Government	5,045
3	Arthrex	3,983
4	NCH Healthcare System	3,288
5	Publix Super Market	2,935
6	Gargiulo	2,082
7	Pacific Tomato Growers	872
8	Walmart	807
9	Marriott International, Inc.	669
10	Moorings Park	657
11	Downing-frye Realty Inc.	605
12	McDonald's	545
13	Vi at Bentley Village	494
14	Asg	447
15	David Lawrence Center	423
16	Philharmonic Center For The Arts	412
17	Naples Lake Country Club	402
18	Walgreens	389
19	Ave Maria School of Law	372
20	Heartland Health Care Center Ft Myers	372
21	Aa Stucco & Drywall Inc.	350
22	Home Depot	350
23	Seminole Casino Hotel Immokalee	350
24	CVS Pharmacy	349
25	Twineagles Pro Shop	333

Source: RERI Analysis of data obtained from Bureau of Labor Statistics and DatabaseUSA, obtained through Lightcast
Note: Local County Government employment represents employment figures obtained from the Quarterly Census of Employment and Wages, and represents all city governments, county governments and similar governing bodies.

Tourist Tax Revenues

The following graph from the Southwest Florida Regional Economic Indicators April 2024 report prepared by Florida Gulf Coast University shows Collier, Lee, Charlotte, Sarasota County's tourist tax revenues. The after-effects of Hurricane Ian continue to be felt in the Southwest Florida economy.



Prepared by the Regional Economic Research Institute
Note: Southwest Florida Coastal Counties includes Charlotte, Collier and Lee counties.
Source: Local County Tourism, Tax, and Economic Development Reports. All data seasonally adjusted by the Regional Economic Research Institute

Development

Growth continues to shift east with Ave Maria becoming the top-selling single-family residential community in Collier County and was recently ranked as one of the Top 20 Selling Master-Planned Communities in the United States. It has maintained the top ranking in the Naples-Fort Myers market for the past eight years. Ave Maria reported a total of 652 new home sales in 2023, an increase from the record breaking 646 new home sales in 2021, and an increase from the 586 new home sales in 2022. It is the highest-ranking commumity in all of Collier County. There are currently four residential builders in Ave Maria, CC Homes, Del Webb Naples, Lennar and Pulte Homes. The grand opening of The National Golf and Country Club at Ave Maria, a bundled golf community by Lennar, was held on January 7, 2021. The Immokalee Road corridor between Naples and Ave Maria is projected to see thousands of new homes developed in the next few years. According to a June 2023 Naples Daily News article, Collier County commissioners approved an increase in the town of Ave Maria by nearly 1,000 acres to 5,000 acres which doesn't include the roughly 1,000-acre Ave Maria University campus and other public benefits such as parks. According to David Genson, president of development for Barron Collier Cos., while more single-family homes will be built, the maximum number of residences won't change, with the cap remaining at 11,000. With the way the town was originally laid out, it would have supported about 8,400 units without adding more land. The original plans called for 60% of the homes to be single-family which will increase to more than 80%. According to Genson, they are on pace to

possibly sell close to 700 homes in 2023. Approximately 50% of the buyers are from the east coast of Florida.

In January 2020, in what has been described as one of the most important votes for the future of growth in Collier County, commissioners approved Rivergrass Village. The village is the first of three planned 1,000-acre villages stretching from just north of Oil Well Road to east of Golden Gate Boulevard East. Rivergrass Village will allow for up to 2,500 homes; 100,000 square feet of retail and office uses and a minium of 25,000 square feet for civic government, and institutional buildings. Longwater Village will allow for up to 2,600 homes; 65,000 square feet of retail and office space and 25,000 square feet for civic government, and institutional buildings and Bellmar Village will allow for up to 2,750 homes; 85,000 square feet of retail and office space and 27,500 square feet for civic government, and institutional buildings. In a near unanimous decision, the Collier County Planning Commission agreed to recommend approval of Longwater in March 2021. The project has sparked controversy because the property sits in the environmentally sensitive Rural Lands Stewardship Area, or RLSA. Commissioners voted to approve the Longwater and Bellmar Villages on June 8, 2021. The commissioners approved Brightshore, another rural village with thousands of proposed homes in December 2022.

There are more than $1 billion in new luxury high-rise developments near the coast including One Naples at the northeast corner of Vanderbilt Beach Road and Gulf Shore Drive as well as Pelican Bay (Mystique completed in 2019) and Kalea Bay (Towers 100 and 200 are complete, Tower 300 was completed in December 2022, Tower 400 currently under construction) in North Naples. New commercial development is very active at the intersections of Collier Boulevard and US 41 East as well as Collier Boulevard and Immokalee Road.

In its 4th Quarter 2023 report, the Office of Federal Housing Enterprise Oversight (OFHEO) found that the Naples- Marco Island MSA had a 5.9% increase in home prices (all-transactions including purchase and refinance mortgage) over the trailing 12 months. Home prices in the state of Florida increased 6.85% over the past year (4Q 2023 - 4Q 2024) which was 23rd in the nation.

The continuing care retirement community, Moorings Park, teamed with London Bay Homes to develop an independent living development with 275 residences in 17 buildings. All of the buildings are six stories over parking. Grande Lake, will be built on 55 acres off Golden Gate Parkway, between Airport-Pulling and Livingston Roads. Entrance fees start at $1.5 million and are 70% refundable. Construction on the first 47 units in three buildings commenced in December 2018 with completion in May 2020.

Arthrex, a medical device manufacturer and one of the county's largest employers, completed construction of its latest expansion plan at its headquarters along Goodlette-Frank Road in early 2020. The development includes a 300,000 square-foot, six-story office complex with an auditorium, a four-story Innovation Hotel with approximately 160 rooms, a two-story wellness center, and a 3-acre park. The hotel hosts orthopedic surgeons from the U.S. and around the world for medical education on the company's

devices and instruments. Arthrex has contracted with a Tampa-based company, Mainsail, to manage all elements of the hotel operation, including employees.

NCH Healthcare partnered with New York-based Hospital for Hospital for Special Surgery, known as HSS, to build a three-story, 80,000-square-foot hospital. HSS at NCH will be a 15-bed acute-care addition on the hospital campus located along the north side of Immokalee Road near the NCH North Naples campus between Health Park and Medical Boulevards. The facility is expected to open to patients in early 2025.

The first regional store for Phoenix-based Sprouts Farmers Market anchors The Landings at Logan, a new 18-acre retail center at the southeast corner of Immokalee Road and Logan Boulevard in North Naples. NCH Healthcare Northeast located at the northeast quadrant of Immokalee Road and Collier Blvd (CR 951) opened in late 2015 and is the first free standing ER facility in Collier County. The two-story building consists of approximately 41,500± square feet.

Barron Collier Companies and Metro Development Group broke ground on Founders Square, a 55-acre mixed-use development located on the southeast corner of Immokalee Road and Collier Boulevard in January 2020. The development is anchored by The Pointe, a collection of 10 separate restaurants and other retail tenants. It also includes a 400-unit Class A apartment community, known as The Haldeman; a 35,000 square foot medical office building leased by Physicians Regional Medical Healthcare; and StorQuest a 110,000 square foot self-storage facility.

Seed to Table, a new Oakes Farm grocery store at the northeast corner of Livingston and Immokalee Roads in North Naples opened in December 2019. The former Albertson's was completely gutted and consists of 77,000+ square foot store with sit-down dining, a full-service bar, three bars for beer and wine, wine room with samples on tap, a wood-fired brick oven for pizza, a raw bar, sushi bar, grilling area, coffee bar and stations preparing fresh pasta, guacamole, cheese, cut vegetables, sandwiches, smoothies and even homemade ice cream with indoor-outdoor seating.

Paradise Coast Sports Complex, is Collier County's new $100 million Amateur Sports Complex. The county hopes to become a destination for traveling youth sports teams and amateur athletes. While the focus of the complex is athletics, there will be 20 fields between soccer, baseball and softball, plus a 10,000-person championship stadium, the goal is to get people to stay after the game is over with The Cove and The Factory. The Cove is a bar and food truck area for patrons to relax, listed to live music and play a variety of yard games (bag toss, oversized Connect Four and Jenga, plus ping pong). The Factory is an outdoor workout facility focusing on functional fitness (similar to CrossFit) which is available on a monthly membership basis. Additionally, the man-made lake next to The Cove includes a 2/3 mile jogging loop with three workout stations. There is a climbing wall for public use and a beach volleyball court.

Collier County Commissioners approved a $15 million economic development agreement on June 22, 2021 for The Great Wolf Lodge. The land was purchased for $9,100,000 in

July 2021 and construction commenced in July 2022. The Lodge will be built on 20 acres of land along City Gate Boulevard North and will feature a 100,000 square foot indoor water park, 500-room hotel, and 62,000 square feet of amenities and attractions. The resort is expected to open in the summer of 2024. It will bring in more than 200 construction jobs, plus an additional 600 full-time and part-time jobs once open.

Investment Trends

The following CoStar data shows Collier County trends in the Multi-Family, Retail, Office, and Industrial sectors as of the second quarter 2024.

According to the CoStar report, multifamily investment is down across Florida, and Collier County is no exception. Total sales volume during 2023 was roughly $240 million, which represented a decline of approximately 40% over the previous year, and there have been no notable trades to date in 2024.

Private and institutional buyers were the only active investor group in the last year, and looking back over the previous three-year period shows private buyers comprising half of all activity with the remainder coming from private equity and institutional investors.

As investment volume has fallen over the past year so too has the average price per unit. Pricing peaked here at roughly $312,000/unit in early 2022 and has dropped to $270,000 as of the second quarter of 2024, a trend that is anticipated to continue over the coming quarters.

Capital Markets Overview

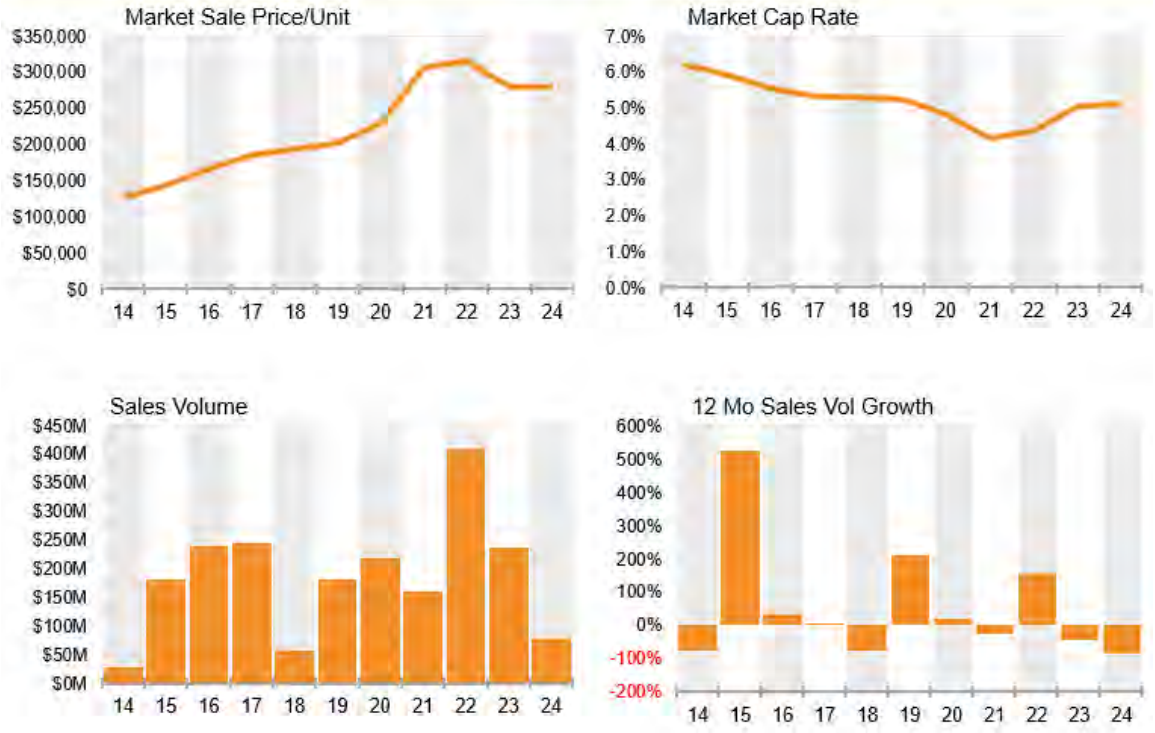
Naples Multi-Family

Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/Unit Chg (YOY)
$4.3B	$75.8M	5.2%	-8.0%

12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	4	-	-
Sales Volume	$75.8M	$1.3M	$42.2M
Properties Sold	4	-	-
Transacted Units	314	6	188
Average Units	78	6	188

12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	-	-	-	5.2%
Sale Price/Unit	$241.4K	$108.3K	$391K	$273.3K
Sale Price	$19M	$1.3M	$42.2M	-
Sale vs Asking Price	-18.4%	-18.4%	-18.4%	-
% Leased at Sale	33.3%	33.3%	33.3%	-

Multi-Family



According to the CoStar Report, there have been 76 sales in the Naples retail market over the past year, amounting to $365 million of volume and 490,000 SF of stock. These sales have averaged $719/SF, greater than the estimated market price of $335/SF. During this time, trailing one-year price per SF averages were as high as $719/SF and as low as $362/SF. Over the past three years, Naples has averaged 103 sales per year, $363 million of volume per year, and 1.1 million SF of stock per year.

The market's current transaction cap rate stands at 5.9%, below the national average of 6.6%. Over the past three years, transaction cap rates have averaged 5.4%.

Capital Markets Overview

Naples Retail

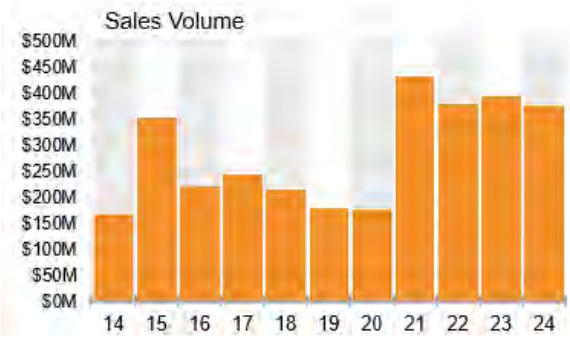
Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/SF Chg (YOY)
$8.1B	$372.2M	5.6%	4.5%

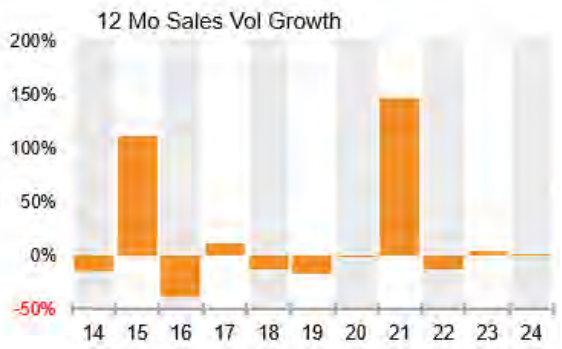
12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	80	-	-
Sales Volume	$372.2M	$158K	$51.8M
Properties Sold	69	-	-
Transacted SF	588.6K	399	55.3K
Average SF	7.4K	399	55.3K

12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	5.9%	5.3%	7.8%	5.6%
Sale Price/SF	$709	$150	$4.5K	$335
Sale Price	$5.8M	$158K	$51.8M	-
Sale vs Asking Price	-6.2%	-20.0%	0%	-
% Leased at Sale	85.4%	0%	100%	-

Retail







According to the CoStar Report, there have been 67 sales in the Collier County office market over the past year, which amounts to $81.6 million of volume and 250,000 SF of stock. These sales have averaged $397/SF, which is greater than the estimated market price of $241/SF. During this time, trailing one-year price per SF averages were as high as $397/SF and as low as $236/SF. Over the past three years, Collier County has averaged 76 sales per year, $123 million of volume per year, and 570,000 SF of stock per year.

The market's current transaction cap rate stands at 7.0%, below the national average of 7.3%. Over the past three years, transaction cap rates have averaged 6.8%.

Capital Markets Overview

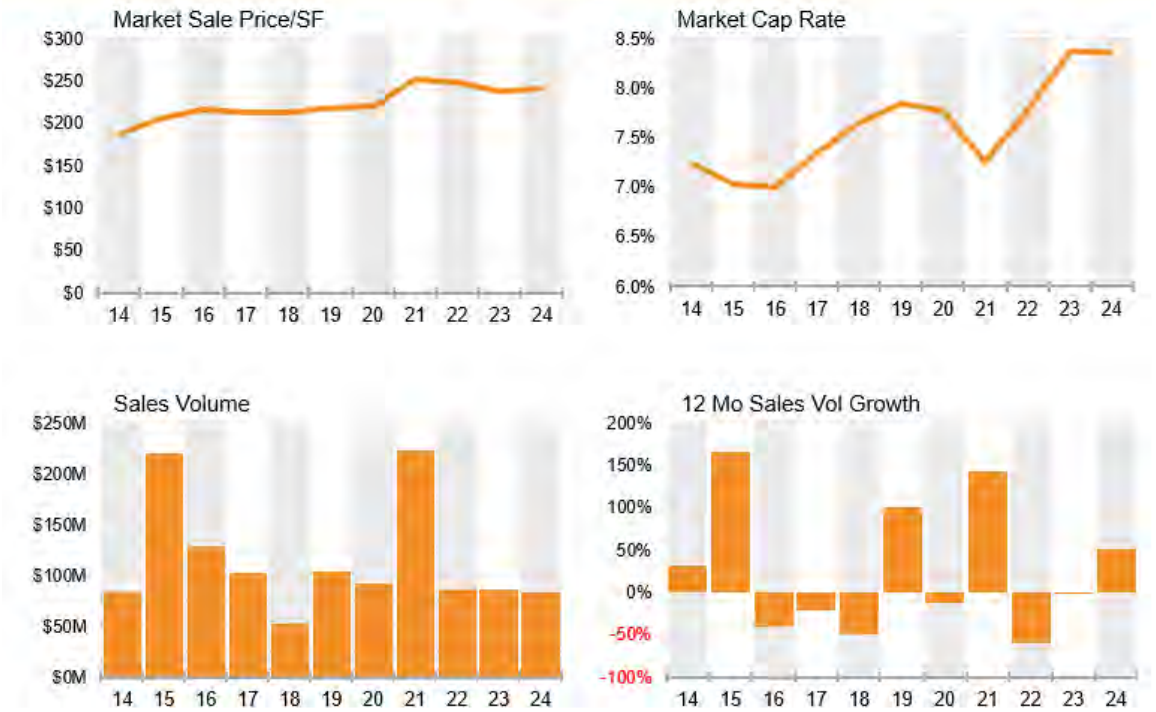
Naples Office

Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/SF Chg (YOY)
$2.6B	$84.8M	8.3%	-1.5%

12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	69	-	-
Sales Volume	$84.8M	$125K	$9.4M
Properties Sold	50	-	-
Transacted SF	303.1K	584	23.9K
Average SF	4.4K	584	23.9K

12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	7.0%	7.0%	7.0%	8.3%
Sale Price/SF	$390	$53	$1.2K	$241
Sale Price	$2.2M	$125K	$9.4M	-
Sale vs Asking Price	-8.3%	-23.4%	0%	-
% Leased at Sale	91.1%	0%	100%	-

Office



According to the CoStar report, there have been 58 industrial sales in the past year. Sales have averaged $240/SF, and the estimated value for the market as a whole is $164/SF.

Over the past three years, there have been 282 sales, which have traded for approximately $380 million. During this time, the market cap rate for Collier County has increased to 8.1%, higher than its trailing three-year average of 7.2%.

Capital Markets Overview

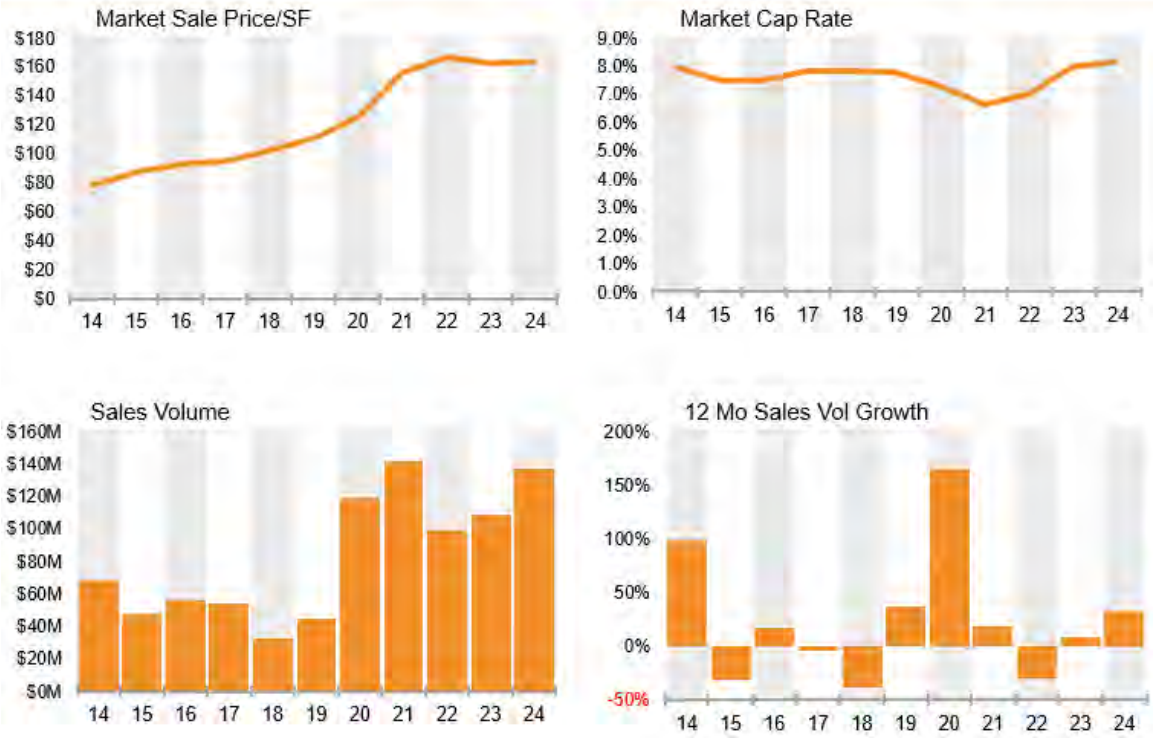
Naples Industrial

Asset Value	12 Mo Sales Volume	Market Cap Rate	Mkt Sale Price/SF Chg (YOY)
$2.4B	$146.6M	8.1%	-1.8%

12 MO SALES VOLUME	Total	Lowest	Highest
Transactions	59	-	-
Sales Volume	$146.6M	$300K	$16M
Properties Sold	52	-	-
Transacted SF	742.7K	320	96.9K
Average SF	12.6K	320	96.9K

12 MO SALES PRICE	Average	Lowest	Highest	Market
Cap Rate	6.1%	4.6%	7.2%	8.1%
Sale Price/SF	$233	$63	$858	$164
Sale Price	$3.1M	$300K	$16M	-
Sale vs Asking Price	-8.0%	-33.3%	11.1%	-
% Leased at Sale	80.8%	0%	100%	-

Industrial



Income

Personal income is a significant factor in determining the real estate demand in a given market. The following table shows Collier County households by income from the CCIM Site to do Business. Overall, Collier County has an average household income of $135,508 and a per capita income of $57,867.

		2024		2029
Households by Income	Number	Percent	Number	Percent
<$15,000	11,445	6.6%	9,645	5.2%
$15,000 - $24,999	6,843	4.0%	5,103	2.7%
$25,000 - $34,999	8,234	4.8%	6,732	3.6%
$35,000 - $49,999	14,029	8.1%	11,998	6.4%
$50,000 - $74,999	34,151	19.8%	33,134	17.7%
$75,000 - $99,999	23,586	13.7%	25,058	13.4%
$100,000 - $149,999	28,293	16.4%	34,052	18.2%
$150,000 - $199,999	15,847	9.2%	22,464	12.0%
$200,000+	30,307	17.5%	38,792	20.7%
Median Household Income	$85,620		$101,783	
Average Household Income	$135,508		$157,374	
Per Capita Income	$57,867		$68,836	

Conclusion

The long term economic outlook for Collier County is positive. The area lures people from all over the country for tourism as well as retirement, with the beaches and weather considered major demand drivers.

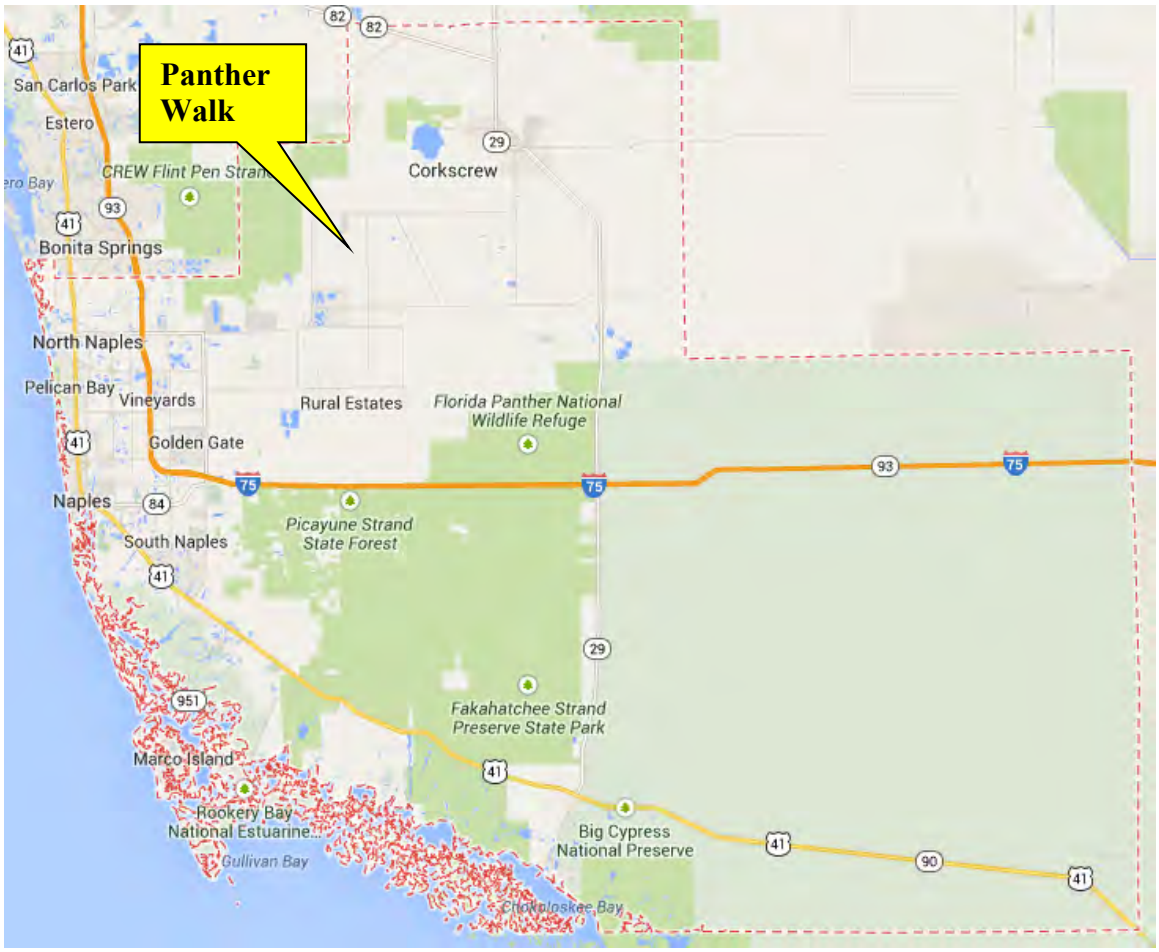
The projected growth in population and employment provide an economic base that supports demand for real estate in the subject neighborhood and for the subject property. These conditions have resulted in increasing property values and should stimulate continued increases within the foreseeable future. Prior to the coronavirus pandemic, the residential market had stabilized after several years of an expansion period, with sustained growth in demand and increasing construction. Since the coronavirus pandemic, residential demand increased significantly with record sales in 2020 and continued high demand but limited inventory in 2021 and 2022. Inventory increased in 2023 and 2024 YTD as demand declined due to continued increases in interest rates. Prices continue to increase; however, the rate of increase is declining.

According to the Naples Area Board of Realtors (NABOR), there was a record $18.2 billion in sales in Collier County during 2020. Demand eclipsed all expectations in 2021 with a 25.8% increase in overall sales in 2021 and a 20.3% increase in median closed price (year over year). The 2023 Annual Market Report released by NABOR reported total sales were down 13.6% in 2023 and the overall median sales price increased 4.3% to $600,000 for the year. Single Family home prices were down 0.7 percent compared to last year, and Condo home prices were up 6.6 percent.

Generally, the commercial market lags the residential market. The significant residential demand since the pandemic has generally stabilized the commercial market overall with an increased demand for the industrial sector and select retail and office properties.

Finally, it is noted that Hurricane Ian, a Category 4 storm, made landfall in Southwest Florida on September 28, 2022, and caused widespread wind and storm surge damage. The analyses and value opinion(s) in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as predictions of future market conditions or value(s).

Collier County Area Map



PROPERTY DESCRIPTION AND ANALYSIS

SITE ANALYSIS

The following description is based on our property inspection and public records.

Market Area				
Market Area	**Gross Land Area (Acres)**	**Typical Parcel Size (Acres)**	**Zoning**	**FDEP Informal Wetland Determination**
Panther Walk	390.10	1.14 - 5.0	E - Estates	Less than 25% to 100%

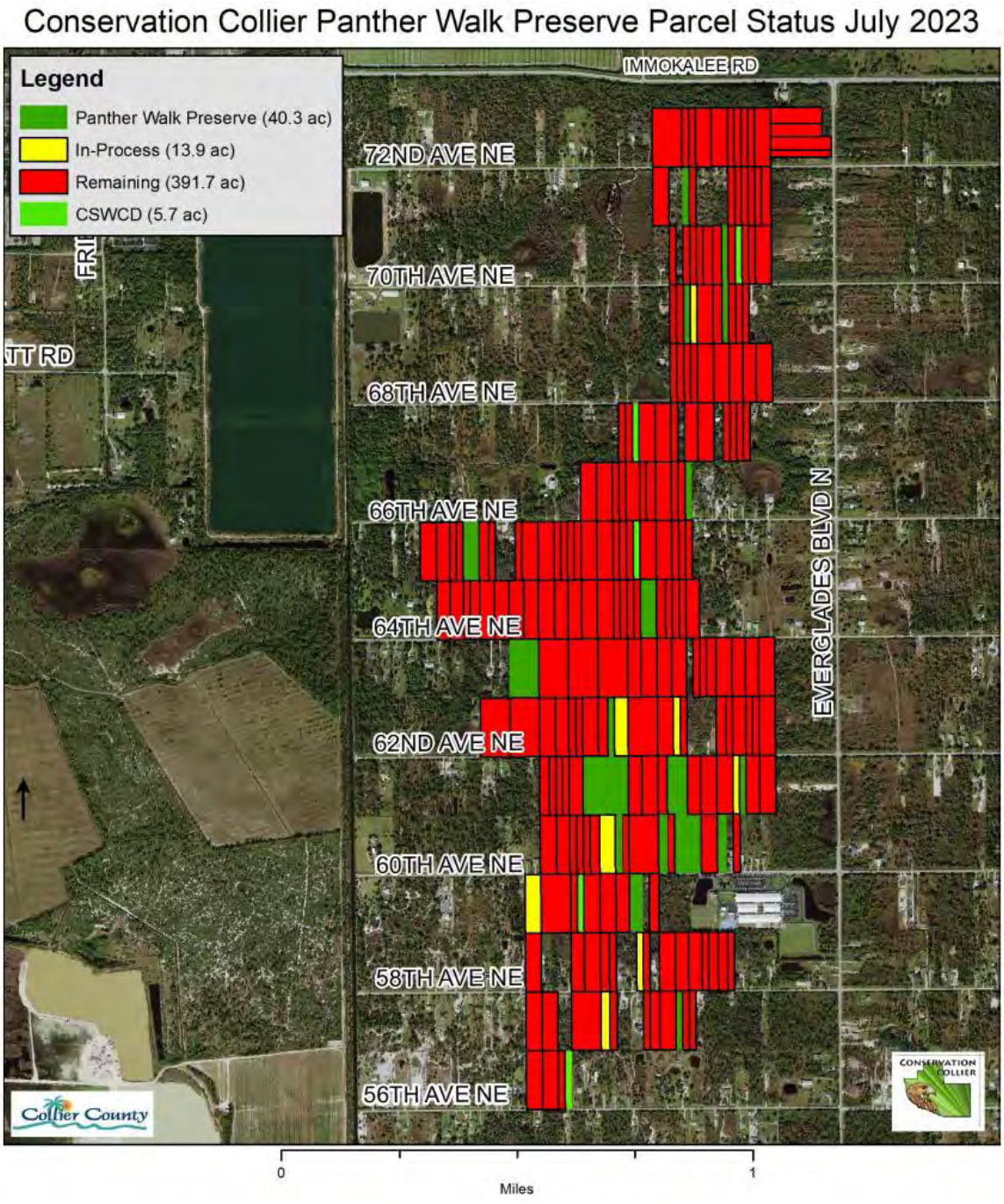
The Panther Walk targeted area contains 186 remaining project parcels totaling 360.1 acres within Golden Gate Estates Units 42, 44, and 47. According to Collier County, the typical parcel sizes to be acquired range from 1.14 to 5.00 acres in size.

SITE	
Location:	Panther Walk is located west of Everglades Boulevard North generally between 56th Avenue NE and 72nd Avenue NE. It is surrounded by single-family residential sites and homes.
Current Use of the Property:	Vacant wetlands with some single-family development.
Shape:	Each parcel is rectangular in shape.
Road Frontage/Access:	Access to targeted parcels within the Panther Walk is provided by: • 56th Ave NE; 58th Ave NE; 60th Ave NE; 62nd Ave NE; 64th Ave NE; 66th Ave NE; 68th Ave NE; 70th Ave NE; and 72nd Ave NE: All arterials run east/west through market area. • The parcels each have 75 - 330 feet of frontage. The parcels have an average depth of 660 feet.
Topography:	The Panther Walk Preserve area contains high quality cypress wetlands and is part of the Horsepen Slough.
Soil Conditions:	According to the Conservation Collier Initial Criteria Screening Report revised August 26, 2022, Hydric soils exist on just over 71% of the parcels. We are not experts in soils analysis; however, the soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Utilities:	Electricity: FP&L Sewer: None; Private septic systems service surrounding homes Water: None; Private wells service surrounding homes
Environmental Issues:	According to the Conservation Collier Property Summary the sites consist of Cypress strand forest, mixed wetland hardwood forest, oak/pine hammock, freshwater marshes, wet prairie, and pine flatwoods. The parcels protect the marshes and cypress forests of the northern reaches of the Horsepen Strand and provide flood water attenuation, aquifer recharge, and water filtration.
Encumbrance / Easements:	Each lot has a thirty-foot (30') platted right-of-way and utility easements along 56th Ave NE; 58th Ave NE; 60th Ave NE; 62nd Ave NE; 64th Ave NE; 66th Ave NE; 68th Ave NE; 70th Ave NE; and 72nd Ave NE. A current title report was not provided for the purpose of this appraisal. We are not aware of any easement,

	restrictions, or encumbrances that would adversely affect value. Therefore, our valuation assumes the subject has a clear and marketable title with no adverse easement, restrictions, or encumbrances.
Site Comments:	The site has average and typical utility.

ZONING	
Zoning Code	E
Zoning Authority	Collier County
Zoning Description	Estates
Permitted Uses	Includes single-family dwellings, family care facilities (subject to section 5.05.04), essential services (as set forth in section 2.01.03), and schools, public, including educational plants.
Minimum Lot Area (SF)	2.25 acres
Minimum Floor Area (SF)	1,000
Minimum Street Frontage (Feet)	150
Front Set Back Distance (Feet)	75
Rear Set Back Distance (Feet)	75
Side Yard Distance (Feet)	30 feet; 37.5 feet for corner lots along longest side
Maximum Density/FAR	One dwelling units per 2.25 acres
Maximum Building Height (Feet)	30

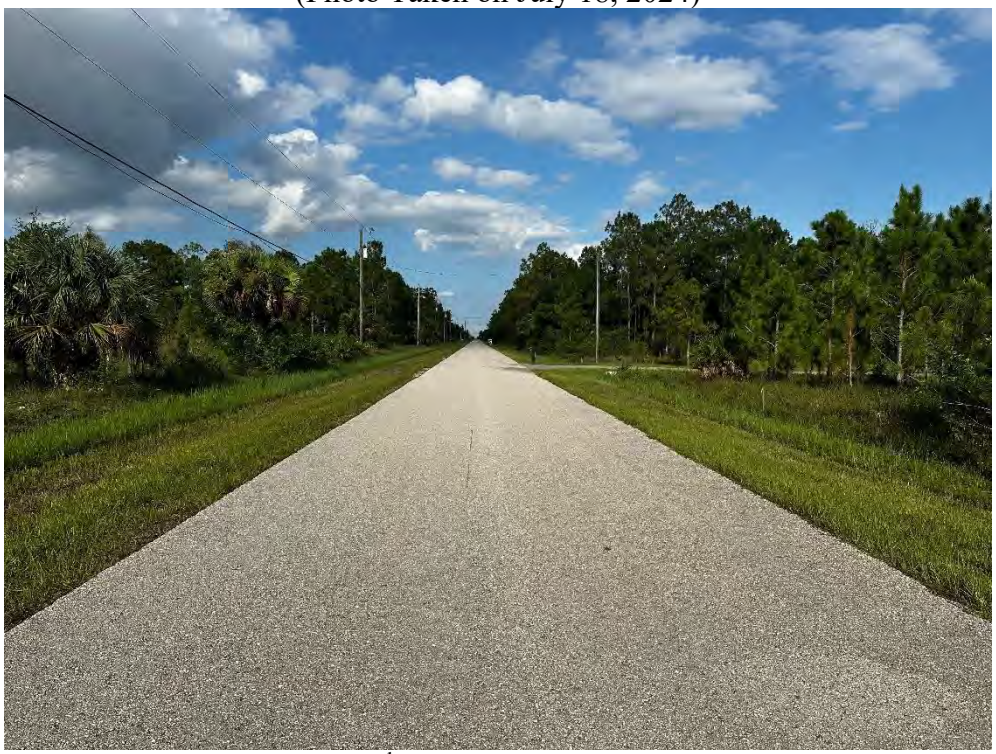
Panther Walk Market Study Parcels Aerial



Site Photographs



58th Ave NE – Westerly
(Photo Taken on July 18, 2024)



58th Ave NE – Easterly
(Photo Taken on July 18, 2024)

Site Photographs



Typical Parcel view from 58th Ave NE
(Photo Taken on July 18, 2024)

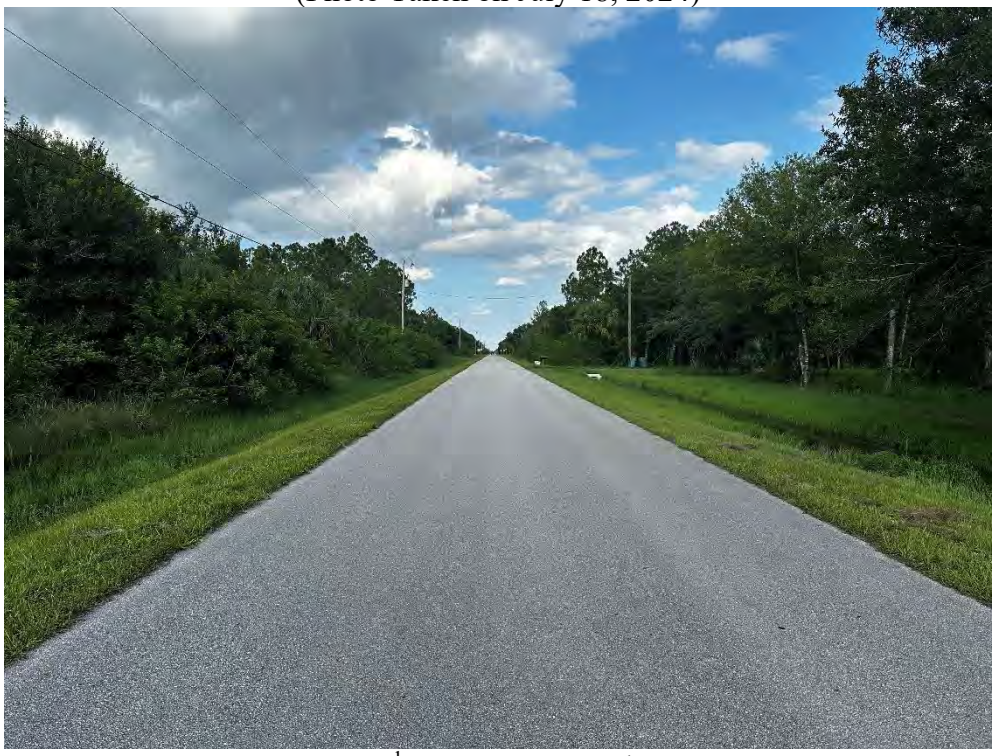


Typical Parcel view from 58th Ave NE
(Photo Taken on July 18, 2024)

Site Photographs



62nd Ave NE – Westerly
(Photo Taken on July 18, 2024)



62nd Ave NE – Easterly
(Photo Taken on July 18, 2024)

Site Photographs



Typical Parcel view from 62nd Ave NE
(Photo Taken on July 18, 2024)



Typical Parcel view from 62nd Ave NE
(Photo Taken on July 18, 2024)

Site Photographs



64th Ave NE – Westerly
(Photo Taken on July 18, 2024)



64th Ave NE – Easterly
(Photo Taken on July 18, 2024)

Site Photographs



Typical Parcel view from 64th Ave NE
(Photo Taken on July 18, 2024)

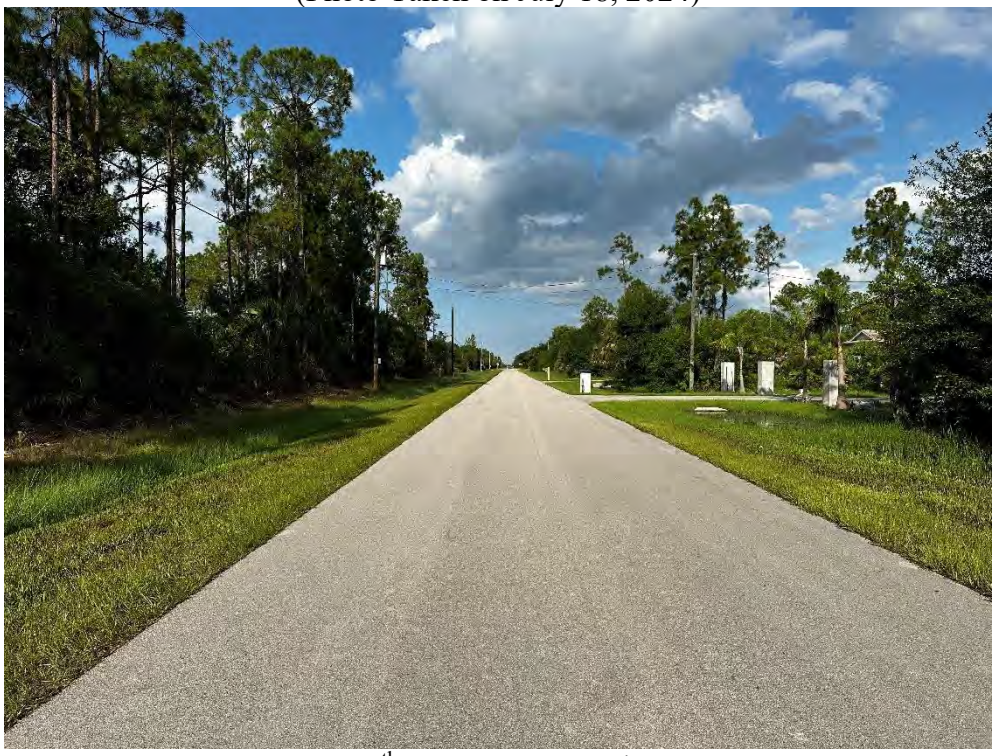


Typical Parcel view from 64th Ave NE
(Photo Taken on July 18, 2024)

Site Photographs



68th Ave NE – Westerly
(Photo Taken on July 18, 2024)



68th Ave NE – Easterly
(Photo Taken on July 18, 2024)

Site Photographs



Typical Parcel view from 68th Ave NE
(Photo Taken on July 18, 2024)

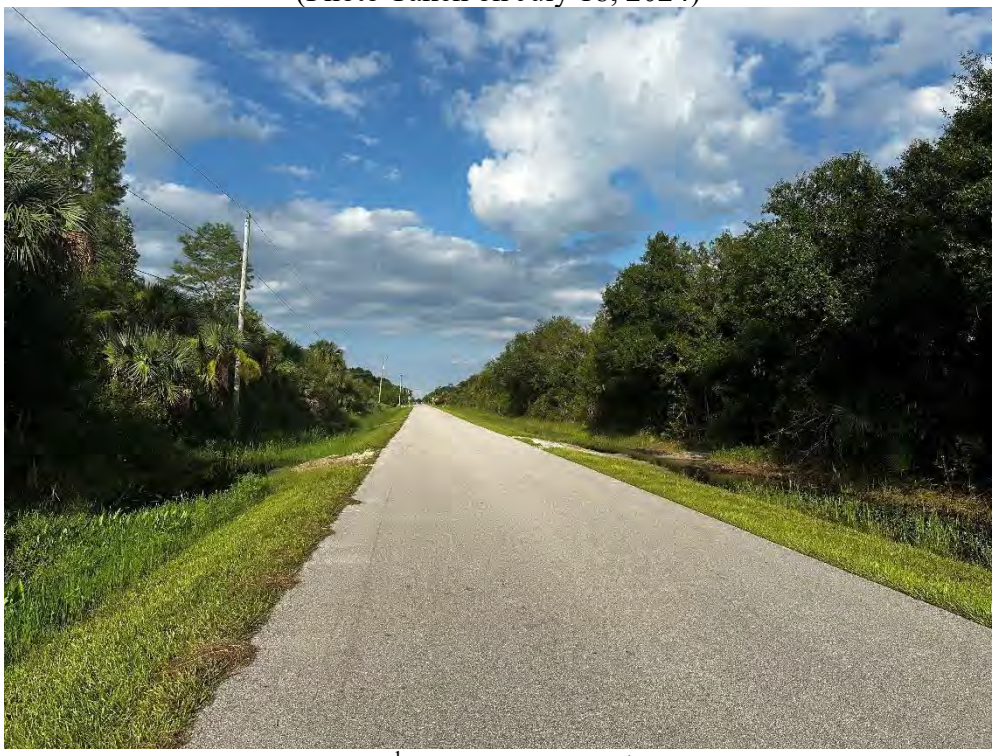


Typical Parcel view from 68th Ave NE
(Photo Taken on July 18, 2024)

Site Photographs



72nd Ave NE – Westerly
(Photo Taken on July 18, 2024)



72nd Ave NE – Easterly
(Photo Taken on July 18, 2024)

Site Photographs



Typical Parcel view from 72nd Ave NE
(Photo Taken on July 18, 2024)



Typical Parcel view from 72nd Ave NE
(Photo Taken on July 18, 2024)

HIGHEST AND BEST USE

Highest and best use may be defined as:

> The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. 1
>
> - Physically possible for the land to accommodate the size and shape of the ideal improvement.
> - Legally permissible under the zoning regulations, building codes, environmental regulations, and other restrictions that apply to the site. A property use that is either currently allowed or most probably allowable.
> - Financially feasible to generate sufficient income to support the use.
> - Maximally productive, or capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Highest and Best Use As Vacant

Physically Possible

The subject consists of parcels ranging in size from 1.14 to 5.00 acres located within the previously defined Panther Walk areas. Access through Panther Walk is provided by paved roads. The parcels range in width from 75 feet to 330 feet with 660 feet of depth. The physical characteristics of the parcels should reasonably accommodate any use that is not restricted by its size. However, development on the parcels may be limited due to wetland coverage.

Legally Permissible

The subject parcels are zoned Estates (E), which allows low density residential with limited agricultural uses. Parcels with impacted wetlands will require permits from FDEP prior to development.

Financially Feasible

Financial feasibility is an analysis of the ability of a property to generate sufficient income to support the use, or a reasonable probability of producing a positive income stream net of operating expenses, financial costs, and capital amortization.

The projected growth in population and employment provide an economic base that supports demand for real estate in the subject neighborhood and for the subject property. These conditions have resulted in increasing property values and should stimulate continued increases within the foreseeable future. Prior to the coronavirus pandemic, the residential market had stabilized after several years of an expansion period, with sustained growth in demand and increasing construction. Since the coronavirus pandemic, residential demand increased significantly with record sales in 2020 and

[1] *The Dictionary of Real Estate Appraisal* 7th ed. (Chicago: Appraisal Institute, 2022)

continued high demand but limited inventory in 2021 and 2022. Inventory increased in 2023 and 2024 YTD as demand declined due to continued increases in interest rates. Prices continue to increase; however, the rate of increase is declining.

On this basis, barring unforeseen changes in the market, a well-designed single-family home that is appropriately marketed and priced, should be received favorably by the market.

It is noted, the substantial costs associated with permitting and fill typically result in a lower price per acre for wetland parcels than upland parcels in order to make development financially feasible. If the costs make development financially unfeasible or permitting is not achievable; conservation use becomes the only financially feasible use.

Maximally Productive

The maximally productive land use yields the highest value of the possible uses. Conservation and/or single-family development is the only use that meets the tests of physically possible, legally permissible, and financially feasible.

The permitting process for parcels with significant coverage of active wetlands will likely be very difficult, if not impossible.

Therefore, conservation and/or single-family development is concluded to be the maximally productive and highest and best use of the site.

Highest and Best Use as Improved

No improvements are situated on the site. Therefore, a highest and best analysis as improved is not applicable.

Most Probable Buyer

Considering the size and location of the property, the most probable buyer of an individual parcel is an owner-user or builder for single-family development or wetland mitigation. Conservation Collier is also a probable buyer as a multi-parcel conservation project.

VALUATION METHODOLOGY

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Sales Comparison Approach
3. The Income Approach

Cost Approach

The Cost Approach estimates the current cost to construct the existing structure including an entrepreneurial incentive, depreciation, and the estimated land value. This approach is particularly applicable when the improvements represent the highest and best use of the land and are relatively new. It is also applicable when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived. This approach is most reliable in an active market, and is least reliable when valuing a property for which no direct comparable sales data is available.

Income Approach

The Income Approach converts the anticipated flow of future benefits (cash flows and reversion) to a present value estimate through a capitalization and or a discounting process. This approach generally reflects a typical investor's perception of the relationship between the potential income of a property and its market value.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. The reconciliation of the approaches is based on an evaluation of the quantity and quality of the available data in each approach. Furthermore, different properties require different means of analysis and lend themselves to one approach over the others.

ANALYSES APPLIED

A **cost analysis** was considered and was not developed because there are no improvements that contribute value to the property.

A **sales comparison analysis** was considered and was developed because typically this is the most appropriate approach for the valuation of vacant land. This approach is applicable to the subject because there is an active market for similar properties and sufficient sales data is available for analysis.

An **income analysis** was considered and was not developed because the subject is not likely to generate rental income as vacant land.

SALES COMPARISON APPROACH: 1.14-2.73 ACRES

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

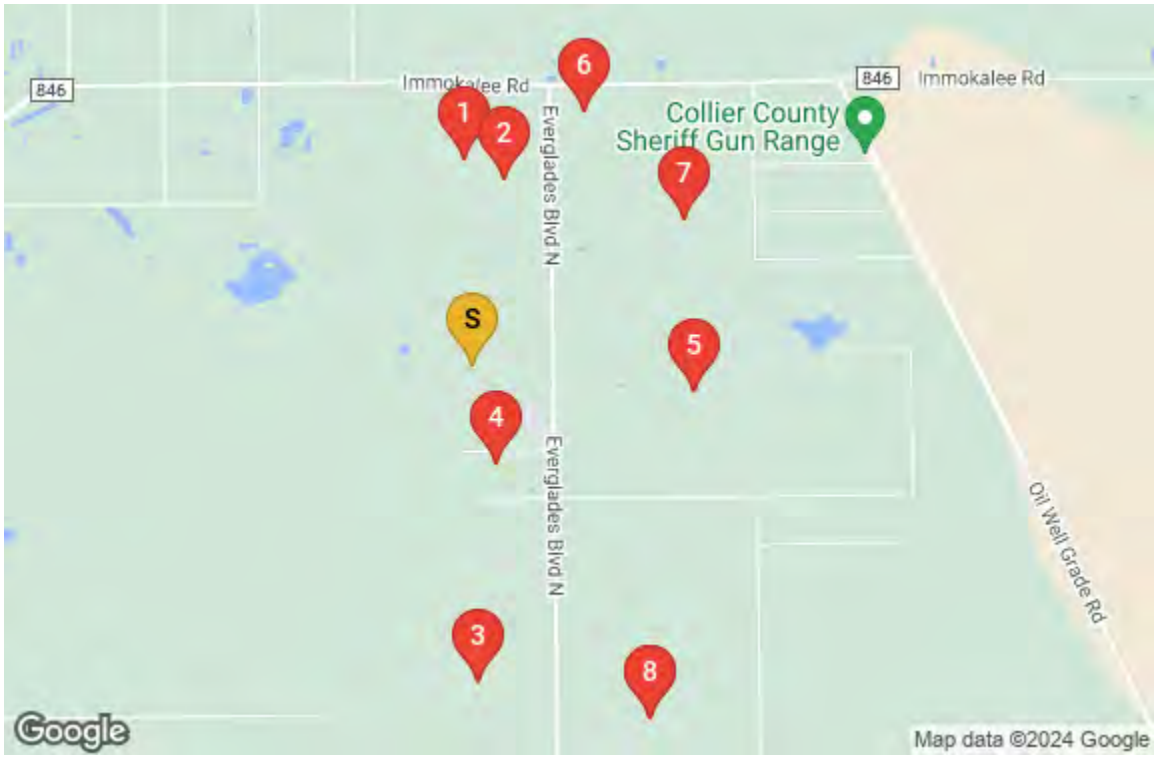
- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables

I have researched eight comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction. For this analysis, we use the price per acre as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis.

Comp	Address City	Date Acres	Price Price Per Acre	Sale Comments
Subject	Generally within Golden Gate Estates Units 42, 44, and 47 Naples	7/18/2024 1.14 - 2.73 acres		Up to 25% wetlands; 25-50% wetlands; 50-75% wetlands; 75-100% wetlands
1	NS 70th Ave NE Naples	7/11/2024 1.14	$26,000 $22,880	Listing agent reported the site was wetlands and it was priced accordingly. Site was listed for $50,000 in May 2024 and reduced to $25,000 in June 2024.
2	SS 70TH Ave NE Naples	7/10/2024 1.59	$54,900 $34,509	According to a W David Key, LLC, Environmental Consultant, letter dated November 2018, the site is mostly uplands with a small area of wetlands. The letter states the wetlands should not involve any regulatory agencies in the permitting process. However, DEP National Wetland Inventory GIS shows the site consists entirely of Freshwater Forested/Shrub Wetland and Freshwater Emergent Wetland. Listing agent priced the property based on the assumption it was entirely uplands. Listed at $54,900 in February 2024 at a "firm price as the county will buy the lot in the near future."
3	NS 48th Ave NE Naples	5/14/2024 2.27	$70,000 $30,800	Informal Wetland Determination dated 12/13/2023 prepared by Tropical Environmental Consultants shows 66% wetlands located throughout the site, with upland portion in front. Site was listed in Jan 2024 fr $135,000 and reduced multiple times. Final reduction to $80,000 in April 2024.
4	2868 58th Ave NE Naples	7/19/2024 1.14	$80,000 $70,400	Informal Wetland Determination dated 12/26/23 prepared by Earth Tech Environmental shows consists of 0.45 acres (39%) wetlands located mainly in the front of the site. Site was listed for $99,000 in June 2024.
5	NS 60th Ave NE Naples	6/14/2024 1.59	$120,000 $75,429	Informal Wetland Determination dated 5/9/2024 prepared by Tropical Environmental Consultants shows 0.02 acres of wetlands (1%) located near the middle of the side consisting of a wetland ditch. Site was listed for $117,900 in May 2024.
6	NS 72nd Ave NE Naples	6/6/2024 2.27	$95,000 $41,800	DEP Letter dated May 2002 states the site will not require an Evironmental Resource Permit. Listed as uplands at $149,000 in June 2023 and decreased to $139,000 in August 2023.
7	SS 68th Ave NE Naples	7/18/2024 2.27	$132,500 $58,300	Ramsey Inc letter dated August 2021 states soil sampling onsite did not reveal wetland characteristics with no jurisdictional wetlands. Property sold in April 2022 for $109,900 and was relisted in May 2024 for $135,000.
8	SS 47th Ave NE Naples	4/25/2024 1.59	$70,000 $44,000	Informal Wetland Determination dated 4/22/2024 prepared by Ramsey Inc shows site is 100% uplands. Site was listed for $159,000 and price was reduced multiple times. The final asking price was $119,900.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

Effective Sale Price	This takes into consideration unusual conditions involved in the sale that could affect the sales price, such as excess land, non-realty components, commissions, or other similar factors. Usually the sale price is adjusted for this prior to comparison to the subject.
Real Property Rights	Property rights dissimilar to the subject which affect value.
Financing Terms	Favorable or unfavorable seller financing, or assumption of existing financing.
Conditions of Sale	Circumstances that atypically motivate the buyer or seller, such as 1031 exchange transaction, assemblage, or forced sale.
Market Conditions	Inflation or deflation since sale date due to economic influences
Location	Market or submarket area influences on sale price; surrounding land use influences.
Physical Characteristics	Attributes such as size, shape, utilities, frontage, zoning, etc.

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Land Analysis Grid			Comp 1		Comp 2		Comp 3		Comp 4		Comp 5		Comp 6		Comp 7		Comp 8	
Name	Panther Walk Project Market Study		NS 70th Ave NE		SS 70TH Ave NE		NS 48th Ave NE		2868 58th Ave NE		NS 60th Ave NE		NS 72nd Ave NE		SS 68th Ave NE		SS 47th Ave NE	
Address	Generally within Golden Gate Estates Units 42, 44, and 47		NS 70th Ave NE		SS 70TH Ave NE		NS 48th Ave NE		2868 58th Ave NE		NS 60th Ave NE		NS 72nd Ave NE		SS 68th Ave NE		SS 47th Ave NE	
City	Naples		Naples		Naples		Naples		Naples		Naples		Naples		Naples		Naples	
Date	7/18/2024		7/11/2024		7/10/2024		5/14/2024		7/19/2024		6/14/2024		6/6/2024		7/18/2024		4/25/2024	
Price			$26,000		$54,900		$70,000		$80,000		$120,000		$95,000		$132,500		$70,000	
Acres	1.14 - 2.73 acres		1.14		1.59		2.27		1.14		1.59		2.27		2.27		1.59	
Acre Unit Price			$22,880		$34,509		$30,800		$70,400		$75,429		$41,800		$58,300		$44,000	
Transaction Adjustments																		
Property Rights	Fee Simple		Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing			Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%
Conditions of Sale			Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%
Adjusted Acre Unit Price			**$22,880**		**$34,509**		**$30,800**		**$70,400**		**$75,429**		**$41,800**		**$58,300**		**$44,000**	
Market Trends Through	7/18/2024	5.0%	0.1%		0.1%		0.9%		0.0%		0.5%		0.6%		0.0%		1.1%	
Adjusted Acre Unit Price			$22,901		$34,545		$31,069		$70,400		$75,772		$42,035		$58,300		$44,497	
Location	Average		Similar		Similar		Similar		Similar		Similar		Similar		Similar		Similar	
% Adjustment			0%		0%		0%		0%		0%		0%		0%		0%	
$ Adjustment			$0		$0		$0		$0		$0		$0		$0		$0	
Acres	1.14 - 2.73 acres		1.14		1.59		2.27		1.14		1.59		2.27		2.27		1.59	
% Adjustment			0%		0%		0%		0%		0%		0%		0%		0%	
$ Adjustment			$0		$0		$0		$0		$0		$0		$0		$0	
Environmental Issues	Up to 25% - 100% Wetlands		100% Wetlands		100% Wetlands		66% Wetlands - Throughout		39% Wetlands - Front		1% Wetlands		0% Wetlands		0% Wetlands		0% Wetlands	
% Adjustment			0%		0%		0%		0%		0%		0%		0%		0%	
$ Adjustment			$0		$0		$0		$0		$0		$0		$0		$0	
Topography	Heavily Treed		Heavily Treed		Heavily Treed		Heavily Treed		Heavily Treed		Largely cleared		Heavily Treed		Largely cleared		Heavily Treed	
% Adjustment			0%		0%		0%		0%		-5%		0%		-5%		0%	
$ Adjustment			$0		$0		$0		$0		-$3,789		$0		-$2,915		$0	
Zoning	E		(E) Estates		(E) Estates		(E) Estates		(E) Estates		(E) Estates		(E) Estates		(E) Estates		(E) Estates	
% Adjustment			0%		0%		0%		0%		0%		0%		0%		0%	
$ Adjustment			$0		$0		$0		$0		$0		$0		$0		$0	
Adjusted Acre Unit Price			**$22,901**		**$34,545**		**$31,069**		**$70,400**		**$71,984**		**$42,035**		**$55,385**		**$44,497**	
Net Adjustments			0.0%		0.0%		0.0%		0.0%		-5.0%		0.0%		-5.0%		0.0%	
Gross Adjustments			0.0%		0.0%		0.0%		0.0%		5.0%		0.0%		5.0%		0.0%	

Comparable Land Sale Adjustments

Property Rights

All of the comparables transferred in fee simple interest; therefore, no adjustments for property rights are required.

Financing

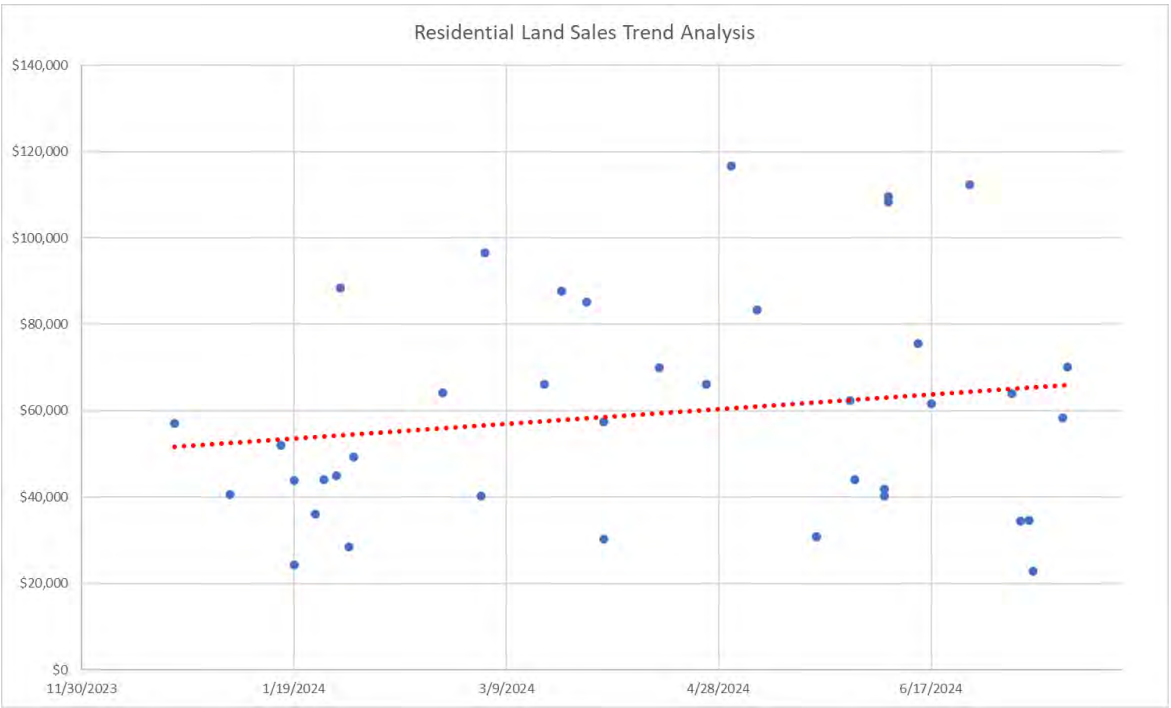
All of the comparable sales had market orientated financing or were cash transactions; therefore, no adjustments for financing are required.

Conditions of Sale

All of the comparable sales were arm's length transactions; therefore, no adjustments for conditions of sale are required.

Economic Trends

The following graph shows comparable residential land sales on the Southwest Florida MLS within the surrounding market area over the past seven months.



The survey included 41 transactions. Prices ranged from $22,807 to $116,667 per acre and averaged $59,349 per acre. The graph indicates an increasing trend in sales prices from December 2023 through the current date. However, it is noted this is unadjusted raw data and does not account for adjustments due to location, size, or wetland coverage.

I also consider Comparable 7 was purchased in April 2022 for $109,900 and resold in July 2024 for $132,500, an annualized increase of 8.9%. Comparables 4 and 8 were

purchased in early 2024 for below market prices of $35,000 and $55,000 respectively and flipped about a month later for $80,000 and $70,000 respectively.

Based on the previous analysis and considering the declining demand for residential property in Southwest Florida, as well as the recent interest rate increases by the federal reserve, we have applied a 5.0% annual adjustment.

Location

The comparable sales are located within the immediate vicinity of Panther Walk and no adjustments are required.

Size

For this analysis, all of the comparable sales are relatively similar in terms of size; therefore, no adjustments are required.

Environmental Issues

The subject parcels are located within Panther Walk which is comprised entirely of depressional cypress and marsh wetlands and therefore, provides habitat for wetland dependent species.

Comparables 1 through 4 are all impacted by wetlands to varying degrees. Comparable 5 has minimal wetlands and Comparables 6, 7, and 8 are 100% uplands.

No adjustments are made in the grid; however, the varying wetland coverage is considered in the final reconciliation.

Topography

The subject parcels are heavily treed similar to all of the comparables except Comparables 5 and 7. Comparables 5 and 7 are largely cleared and are adjusted downward accordingly.

Zoning

All of the comparables are similar in terms of zoning; therefore, no adjustments are required.

Sales Comparison Approach Conclusion: 1.14 – 2.73 Acre Parcels

All of the value indications have been considered. Based on the preceding analysis, I arrive at my final reconciled per acre value for each tier as shown in the following table.

Land Value Ranges & Reconciled Values				
Number of Comparables:	**8**	**Unadjusted**	**Adjusted**	**% Δ**
	Low:	$22,880	$22,901	0.09%
	High:	$75,429	$71,984	-4.57%
	Average:	$47,265	$46,602	-1.40%
		Indicated Value per Acre		
	Up to 25% Wetlands:		$50,000	
	25 - 50% Wetlands:		$44,000	
	50 - 75% Wetlands:		$37,000	
	75 - 100% Wetlands:		$32,000	
	Subject Size:		1.14 - 2.73 acres	

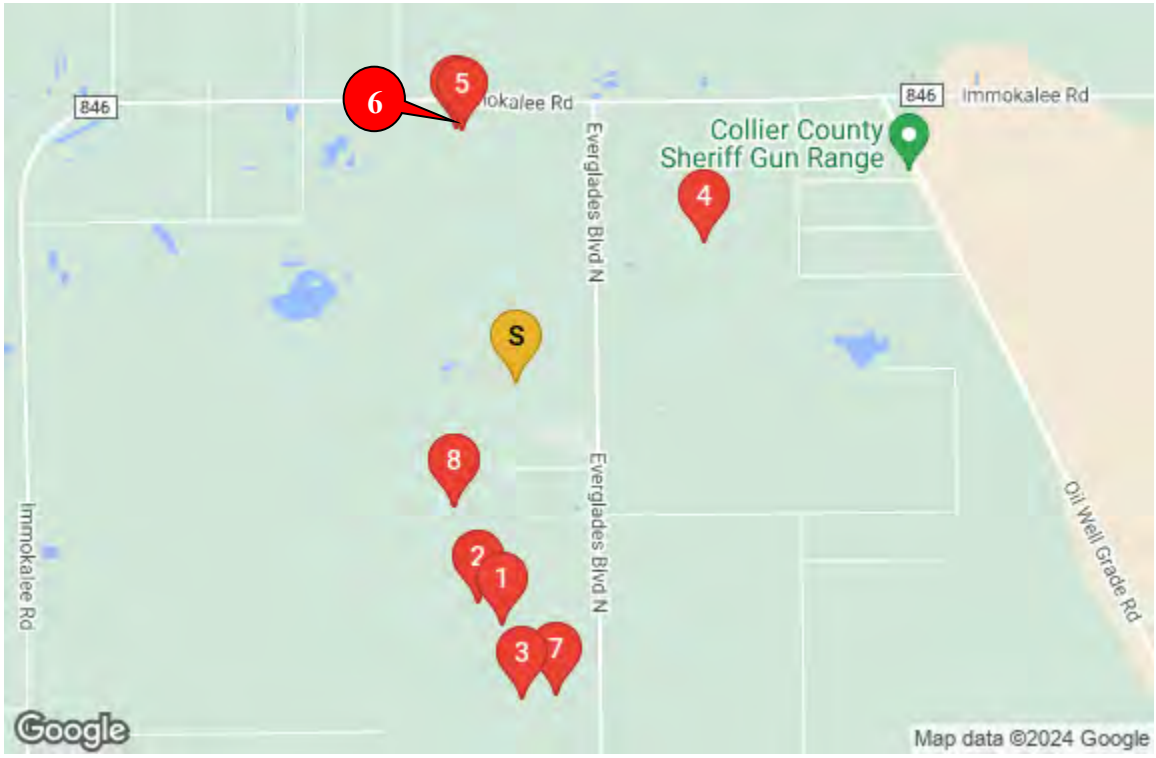
SALES COMPARISON APPROACH: 2.74-5.00 ACRES

Land Comparables

I have researched eight comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction. For this analysis, we use the price per acre as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis.

Comp	Address City	Date Acres	Price Price Per Acre	Sale Comments
Subject	Generally within Golden Gate Estates Units 42, 44, and 47 Naples	7/18/2024 2.74 - 5.00 acres		Up to 25% wetlands; 25-50% wetlands; 50-75% wetlands; 75-100% wetlands
1	2680 52nd AVE NE Naples	11/30/2023 5.00	$115,000 $23,000	Purchase consisted of two adjacent parcels. Informal Wetland Determination dated 1/20/2022 prepared by Wetland Consultants shows a combined 4.03 acres (81%) wetlands on the two parcels. The location of the wetlands was not noted in the report. According to the DEP National Wetland Inventory GIS, the wetlands are located in the front portion of the site. The eastern half was listed in July 2023 for $149,800 and reduced to $129,900 in August 2023. The parcel was listed with adjacent parcel to be sold together.
2	2581 52nd AVE NE Naples	12/4/2023 2.73	$95,000 $34,833	Informal Wetland Determination dated 12/13/2023 prepared by Tropical Environmental Consultants shows 2.00 acres (73%) wetlands located in the back of the site. Site was listed for $199,900 and decreased multiple times. Final listing price was $104,900.
3	NS 48th Ave NE Naples	5/14/2024 2.27	$70,000 $30,800	Informal Wetland Determination dated 12/13/2023 prepared by Tropical Environmental Consultants shows 66% wetlands located throughout the site, with upland portion in front. Site was listed in Jan 2024 fr $135,000 and reduced multiple times. Final reduction to $80,000 in April 2024.
4	SS 68th Ave NE Tract 75 Naples	12/7/2023 2.50	$111,000 $44,400	Informal Wetland Determination dated 6/20/2023 prepared by Wetland Consultants shows 1.16 acres (46%) wetlands located in the back of the site. Site was listed for $199,900 and decreased multiple times. Final listing price was $127,900.
5	72nd ST NE, E 1/2 Naples	6/28/2024 2.50	$160,000 $64,000	Informal wetland determination shows site is 100% uplands. Site was listed for $199,900 in Jan 2024 and reduced multiple times, finally to $165,000 in May 2024. Seller financed $136,000 (86%). Buyer had purchased the adjacent site in April 2024. Site has since been relisted on 7/10/24 with the adjacent parcel (5 total acres) for $950,000.
6	72nd ST NE, W 1/2 Naples	4/10/2024 2.50	$175,000 $70,000	Informal wetland determination shows site is 100% uplands. Site was listed for $199,900 in Jan 2024 and reduced multiple times, finally to $165,000 in May 2024. Seller financed $131,250 (75%). Buyer since purchased the adjacent site in June 2024. Site has since been relisted on 7/10/24 with the adjacent parcel (5 total acres) for $950,000.
7	NS 48th Ave NE Tract 141 Naples	7/8/2024 2.73	$94,000 $34,467	No informal wetland determination on file. DEP National Wetland Inventory GIS shows site is 100% uplands. Site was listed for $123,500 in April 2024 and reduced multiple times. Final price reduction to $99,900 in May 2024.
8	NS 56th Ave NE Naples	6/4/2024 2.73	$110,000 $40,333	No informal wetland determination on file. DEP National Wetland Inventory GIS shows site is 100% uplands. Site was listed for $165,000 and reduced multiple times. Final reduction to $139,999 in April 2024.

Comparables Map



Land Analysis Grid			Comp 1		Comp 2		Comp 3		Comp 4		Comp 5		Comp 6		Comp 7		Comp 8	
Name	Panther Walk Project Market Study		2680 52nd AVE NE		2581 52nd AVE NE		NS 48th Ave NE		SS 68th Ave NE Tract 75		72nd ST NE, Tract 40 E 1/2		72nd ST NE, Tract 40 W 1/2		NS 48th Ave NE Tract 141		NS 56th Ave NE	
Address	Generally within Golden Gate Estates Units 42, 44, and 47		2680 52nd AVE NE		2581 52nd AVE NE		NS 48th Ave NE		SS 68th Ave NE Tract 75		72nd ST NE, E 1/2		72nd ST NE, W 1/2		NS 48th Ave NE Tract 141		NS 56th Ave NE	
City	Naples		Naples		Naples		Naples		Naples		Naples		Naples		Naples		Naples	
Date	7/18/2024		11/30/2023		12/4/2023		5/14/2024		12/7/2023		6/28/2024		4/10/2024		7/8/2024		6/4/2024	
Price			$115,000		$95,000		$70,000		$111,000		$160,000		$175,000		$94,000		$110,000	
Acres	2.74 - 5.00 acres		5.00		2.73		2.27		2.50		2.50		2.50		2.73		2.73	
Acre Unit Price			$23,000		$34,833		$30,800		$44,400		$64,000		$70,000		$34,467		$40,333	
Transaction Adjustments																		
Property Rights	Fee Simple		Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing			Cash	0.0%	Cash	0.0%	Cash	0.0%	Cash	0.0%	Seller	0.0%	Seller	0.0%	Cash	0.0%	Cash	0.0%
Conditions of Sale			Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%	Arm's length	0.0%
Adjusted Acre Unit Price			**$23,000**		**$34,833**		**$30,800**		**$44,400**		**$64,000**		**$70,000**		**$34,467**		**$40,333**	
Market Trends Through	7/18/2024	5.0%	3.1%		3.1%		0.9%		3.0%		0.3%		1.3%		0.1%		0.6%	
Adjusted Acre Unit Price			$23,721		$35,906		$31,069		$45,750		$64,171		$70,933		$34,513		$40,571	
Location	Average		Similar		Similar		Similar		Similar		Similar		Similar		Similar		Similar	
% Adjustment			0%		0%		0%		0%		0%		0%		0%		0%	
$ Adjustment			$0		$0		$0		$0		$0		$0		$0		$0	
Acres	2.74 - 5.00 acres		5.00		2.73		2.27		2.50		2.50		2.50		2.73		2.73	
% Adjustment			0%		0%		0%		0%		0%		0%		0%		0%	
$ Adjustment			$0		$0		$0		$0		$0		$0		$0		$0	
Environmental Issues	Up to 25% - 100% Wetlands		81% Wetlands - Front		73% Wetlands - Back		66% Wetlands - Throughout		46% Wetlands - Back		0% Wetlands		0% Wetlands		0% Wetlands		0% Wetlands	
% Adjustment			0%		0%		0%		0%		0%		0%		0%		0%	
$ Adjustment			$0		$0		$0		$0		$0		$0		$0		$0	
Topography	Heavily Treed		Heavily Treed		Heavily Treed		Heavily Treed		Partially Treed		Heavily Treed		Heavily Treed		Heavily Treed		Partially Treed	
% Adjustment			0%		0%		0%		-3%		0%		0%		0%		-3%	
$ Adjustment			$0		$0		$0		-$1,372		$0		$0		$0		-$1,217	
Zoning	E		(E) Estates		(E) Estates		(E) Estates		(E) Estates		(E) Estates		(E) Estates		(E) Estates		(E) Estates	
% Adjustment			0%		0%		0%		0%		0%		0%		0%		0%	
$ Adjustment			$0		$0		$0		$0		$0		$0		$0		$0	
Adjusted Acre Unit Price			**$23,721**		**$35,906**		**$31,069**		**$44,377**		**$64,171**		**$70,933**		**$34,513**		**$39,354**	
Net Adjustments			0.0%		0.0%		0.0%		-3.0%		0.0%		0.0%		0.0%		-3.0%	
Gross Adjustments			0.0%		0.0%		0.0%		3.0%		0.0%		0.0%		0.0%		3.0%	

Comparable Land Sale Adjustments

Property Rights

All of the comparables transferred in fee simple interest; therefore, no adjustments for property rights are required.

Financing

With the exception of Comparables 5 and 6, the comparables all had market orientated financing or were cash transactions; therefore, no adjustments for financing are required. Comparables 5 and 6 were both seller financed. No adjustments are made in the grid; however, the seller financing is considered in the final reconciliation.

Conditions of Sale

All of the comparable sales were arm's length transactions; therefore, no adjustments for conditions of sale are required.

Economic Trends

As in the previous analysis, we have applied a 5.0% annual adjustment.

Location

The comparable sales are located within the immediate vicinity of Panther Walk and no adjustments could be supported; therefore, none are made.

Size

For this analysis, all of the comparable sales are relatively similar in terms of size; therefore, no adjustments are required.

Environmental Issues

The subject parcels are located within Panther Walk which is comprised entirely of depressional cypress and marsh wetlands and therefore, provides habitat for wetland dependent species.

Comparables 1 through 4 are all impacted by wetlands to varying degrees. Comparables 5 through 8 are 100% uplands.

No adjustments are made in the grid; however, the varying wetland coverage is considered in the final reconciliation.

Topography

The subject parcels are heavily treed similar to all of the comparables except Comparables 4 and 8. Comparables 4 and 8 are partially treed and are adjusted downward accordingly.

Zoning

All of the comparables are similar in terms of zoning; therefore, no adjustments are required.

Sales Comparison Approach Conclusion: 2.74 – 5.0 Acre Parcels

All of the value indications have been considered. Based on the preceding analysis, I arrive at my final reconciled per acre value for each tier as shown in the following table.

Land Value Ranges & Reconciled Values				
Number of Comparables:	**8**	**Unadjusted**	**Adjusted**	**% Δ**
	Low:	$23,000	$23,721	3.14%
	High:	$70,000	$70,933	1.33%
	Average:	$42,729	$43,006	0.65%
		Indicated Value per Acre		
	Up to 25% Wetlands:		$41,500	
	25 - 50% Wetlands:		$37,000	
	50 - 75% Wetlands:		$32,000	
	75 - 100% Wetlands:		$26,500	
	Subject Size:		2.74 - 5.00 acres	

RECONCILIATION

The process of reconciliation involves the analysis of each approach to value. The quantity and quality of data applied the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other. As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

FINAL VALUE CONCLUSION

Based on the data and analyses developed in this appraisal, I have reconciled to the following value conclusion(s), as of July 18, 2024, subject to the Limiting Conditions and Assumptions of this appraisal.

VALUE CONCLUSIONS

Appraisal Premise	Interest Appraised	Date of Value
Market Value, As Is	Fee Simple	July 18, 2024

	Indicated Value per Acre
Up to 25% Wetlands:	$50,000
25 - 50% Wetlands:	$44,000
50 - 75% Wetlands:	$37,000
75 - 100% Wetlands:	$32,000
Subject Size:	1.14 - 2.73 acres

	Indicated Value per Acre
Up to 25% Wetlands:	$41,500
25 - 50% Wetlands:	$37,000
50 - 75% Wetlands:	$32,000
75 - 100% Wetlands:	$26,500
Subject Size:	2.74 - 5.00 acres

The value conclusion(s) are subject to the following hypothetical conditions and extraordinary conditions. These conditions may affect the assignment results.

Hypothetical Conditions:	None.
Extraordinary Assumptions:	None.

Exposure and Marketing Times

Exposure time is always presumed to precede the effective date of the appraisal and is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Marketing time is an estimate of the amount of time it might take to sell a property at the estimated market value immediately following the effective date of value.

Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local market it is our opinion that the probable marketing and exposure time for the property is 12 months.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

8. My reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice

9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

10. Rachel M. Zucchi, MAI, CCIM has made an inspection of the subject property.

11. No one provided significant real property appraisal assistance to the person signing this certification.

12. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

13. This appraisal is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

14. We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

15. Rachel M. Zucchi, MAI, CCIM has appraised this property in the three years prior to accepting this assignment.

16. As of the date of this report, Rachel M. Zucchi, MAI, CCIM has completed the continuing education program for Designated Members of the Appraisal Institute.



Rachel M. Zucchi, MAI, CCIM
Florida State-Certified General Real Estate Appraiser RZ2984
rzucchi@rklac.com; Phone 239-596-0801

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be

scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
11. Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to *ADA*. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. RKL Appraisal and Consulting, PLC is not a building or environmental inspector. RKL Appraisal and Consulting, PLC does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
25. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

ADDENDA

ADDENDUM A

APPRAISER QUALIFICATIONS

RKL Appraisal and Consulting, PLC

COMPANY PROFILE:

RKL Appraisal and Consulting, PLC was founded in 2009 by three designated Members of the Appraisal Institute. It is our mission to maximize our combined appraisal experience to provide our clients with the highest quality of Real Estate Appraisal and Consulting Services.

Rachel M. Zucchi, MAI, CCIM
Partner / Managing Director
rzucchi@rklac.com

K.C. Lowry, MAI, CPA
Partner
klowry@rklac.com

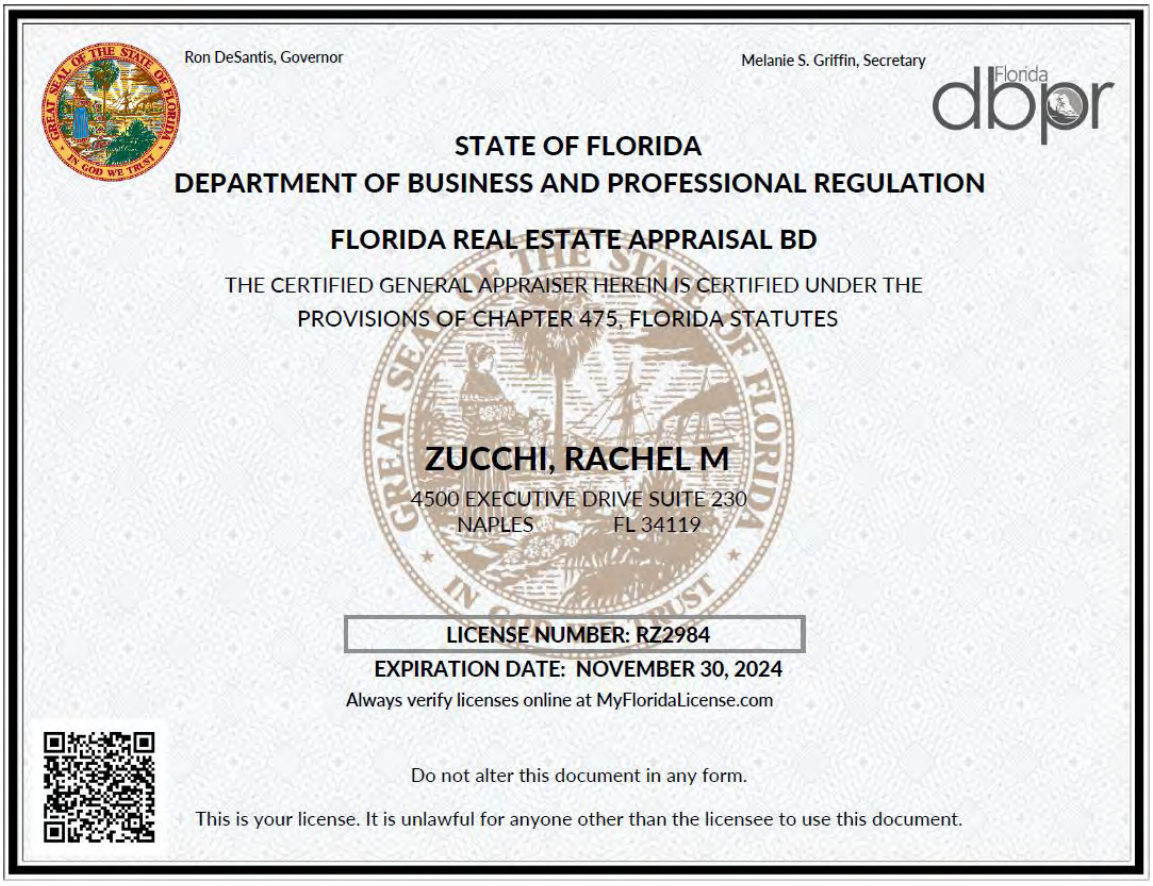
Louis C. Bobbitt, MAI
Senior Partner (Retired)
lbobbitt@rklac.com

BUSINESS FOCUS:

Practice is focused on community/neighborhood shopping centers, retail and office buildings, industrial warehouse/distribution buildings, residential and commercial condominium and subdivision projects, hotels and motels, vacant land and special purpose properties. Specialized services include appraisal review, business valuations, market feasibility studies, acquisition/disposition counseling, and litigation support in connection with real estate transactions including bankruptcy, eminent domain, estate valuations, and matrimonial and equitable distribution. Clients served include banks and financial institutions, developers and investors, law firms, government, and property owners.

PROFESSIONAL QUALIFICATIONS OF
Rachel M. Zucchi, MAI, CCIM

EXPERIENCE:	**Partner / Managing Director of RKL Appraisal and Consulting, PLC** Naples, FL (2009 – Present) **President of D&R Realty Group, Inc.** Naples, FL (2009 – Present) **Senior Real Estate Analyst, Integra Realty Resources – Southwest Florida** Naples, FL (2003 – 2009) **Research Associate, Integra Realty Resources – Southwest Florida** Naples, FL (2002-2003)
PROFESSIONAL ACTIVITIES:	Member: Appraisal Institute – MAI Certificate Number 451177 President: Appraisal Institute Florida Gulf Coast Chapter (2020) VP/Secretary/Treasurer: Appraisal Institute Florida Gulf Coast Chapter (2017 - 2019) Region X Representative: Appraisal Institute Florida Gulf Coast Chapter (2017 - 2022) Board of Directors: Appraisal Institute Florida Gulf Coast Chapter (2015 - 2021) Government. Relations: Appraisal Institute National (2022) Prof. Standards & Guidance: Appraisal Institute National (2023-2024) LDAC Attendee: Leadership Development & Advisory Council Appraisal Institute - Washington, D.C. (2016, 2017, 2018) Member: CCIM Institute - CCIM Designation Pin Number 21042 Member: Naples Area Board of REALTORS Licensed: Florida State Certified General Real Estate Appraiser License No. RZ 2984 Licensed: Real Estate Broker (Florida) License No. BK3077672
EXPERT WITNESS:	Qualified as an expert witness in the Twentieth Judicial Circuit Court of Collier County and Lee County
EDUCATION:	Bachelor of Arts, Major in Economics Florida Gulf Coast University, 2002 Graduated Magna Cum Laude Presented at Eastern Economic Association Conference Successfully completed real estate and valuation courses and seminars sponsored by the Appraisal Institute and others.
BUSINESS FOCUS:	Actively engaged in real estate valuation and consulting since 2003. Practice is focused on community/neighborhood shopping centers, retail and office buildings, industrial warehouse/distribution, multi-family and single-family subdivisions, condominium developments, hotels/motels, vacant land and special purpose properties. Specialized services include market feasibility studies and litigation support in connection with real estate transactions. Clients served include banks and financial institutions, developers and investors, law firms, government, and property owners. Valuations have been performed for eminent domain, bankruptcy, estate, matrimonial/equitable distribution, financing, and due diligence support.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

ZUCCHI, RACHEL M

4500 EXECUTIVE DRIVE SUITE 230
NAPLES FL 34119

LICENSE NUMBER: RZ2984
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

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ADDENDUM B

PROPERTY INFORMATION

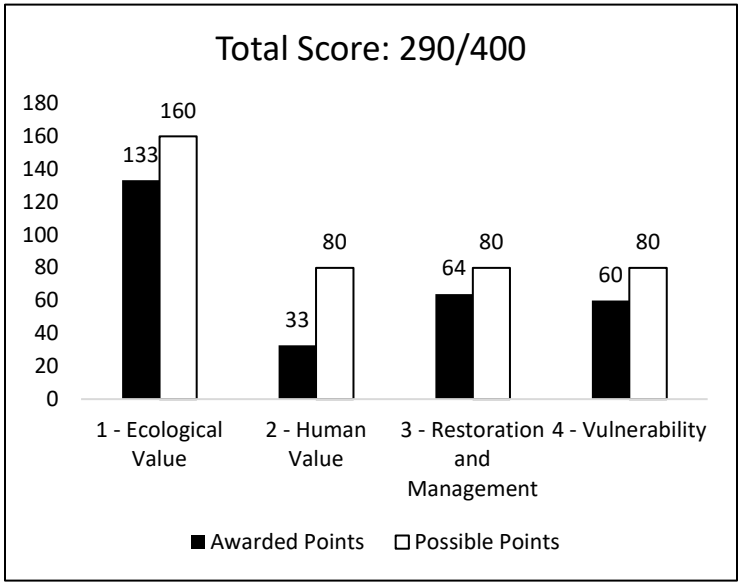
Panther Walk Preserve Multi-Parcel Project

Currently on Board Approved A-list; **CCLACC Recommendation:** Remain on A-list

Property Name: Panther Walk Preserve Multi-Parcel Project
Owner(s): 200 parcels - See Map
Target Protection Area: North Golden Gate Estates
Acreage: 390.1 acres
Total Estimated Market Value: $11,587,269

Staff estimates that 15 parcels (31.60 acres) within the Panther Walk Preserve Multi-Parcel Project Area will be acquired during Cycle 12A. For budgeting purposes the estimated cost of 15 parcels has been allocated to the Active Acquisition List A-List Total - Cycle 12A, while the estimated cost of the remaining 186 project parcels (360.1 acres) is provided within the Active Acquisition List Multi-Parcel Projects total.





Highlights:

- **Location:** Located east of Everglades Blvd between 56th Ave. NE and Immokalee Rd.
- **Met 5 out of 6 Initial Screening Criteria:** Native plant communities; human values; water resource values; biological and ecological value; enhancement of current conservation lands
- **Habitat:** Cypress strand forest, mixed wetland hardwood forest, oak/pine hammock, freshwater marshes, wet prairie, pine flatwoods.
- **Listed Plants:** Hand fern (*Cheiroglossa palmata*), cardinal air plant (*Tillandsia fasciculata*), fuzzy-wuzzy air plant (*Tillandsia pruinosa*), giant air plant (*Tillandsia utriculata*), northern needleleaf (*Tillandsia balbisiana*)
- **Listed Wildlife:** Little blue heron and Florida sandhill crane observed. FWC telemetry shows use by Florida panthers. Habitat for Florida bonneted bats, big cypress fox squirrel, crested caracara, wood stork, and snail kites.
- **Water Resource Values:** Parcels protect the marshes and cypress forests of the northern reaches of the Horsepen Strand. Provide flood water attenuation, aquifer recharge, and water filtration.
- **Connectivity:** Once more parcels are acquired, a contiguous pathway following the Horsepen Strand will connect the NGGE to conservation lands to the north.
- **Access:** All parcels accessible via paved roads
- **Management Issues / Estimated Costs:** Initial invasive plant treatment - $350/acre. Ongoing annual maintenance estimated at $150/acre.
- **Partnership Opportunities:** None

- **Zoning/Overlays:** No Overlays, no TDRs; Single family Estates zoning
- **Surrounding land uses:** Undeveloped lots and low-density single-family homes
- **All Criteria Score:** 290/400 – high ecological and management scores
- **Other Division Interest:** Everglades Blvd. widening will require ROW/pond sites; Utility upgrades will occur on west side of Everglades Blvd. from 41st Ave NE north to Immokalee Rd.
- **Acquisition Considerations:** Staff recommend purchasing all parcels to ensure maximum flexibility in creating a contiguous wildlife corridor in the future

History: The original 3 parcels (4.6 acres) that created Panther Walk Preserve were acquired in 2007 and 2008. Eighteen parcels (39.8 acres) adjacent to the original Panther Walk Preserve were approved for the A-list by the Board of County Commissioners on December 13, 2022. The entire Panther Walk Preserve project boundary, totaling 451.6 acres, was approved for the A-list by the Board of County Commissioners on February 28, 2023. To date, the Program has acquired 9% of the project area or 22 parcels for a total of 40.3 acres.

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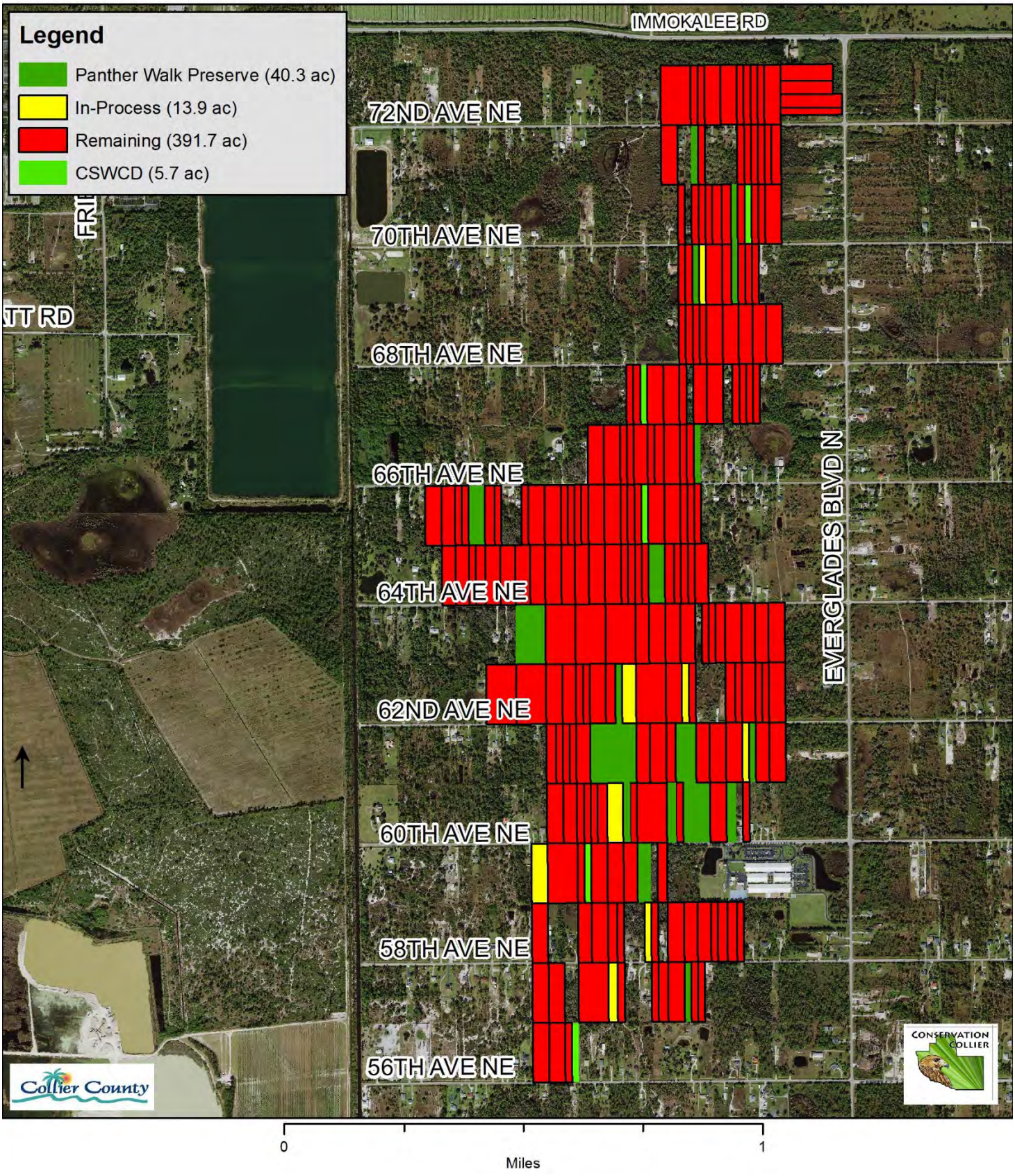
Conservation Collier Panther Walk Preserve Parcel Status July 2023



Map of Panther Walk Preserve Project Area

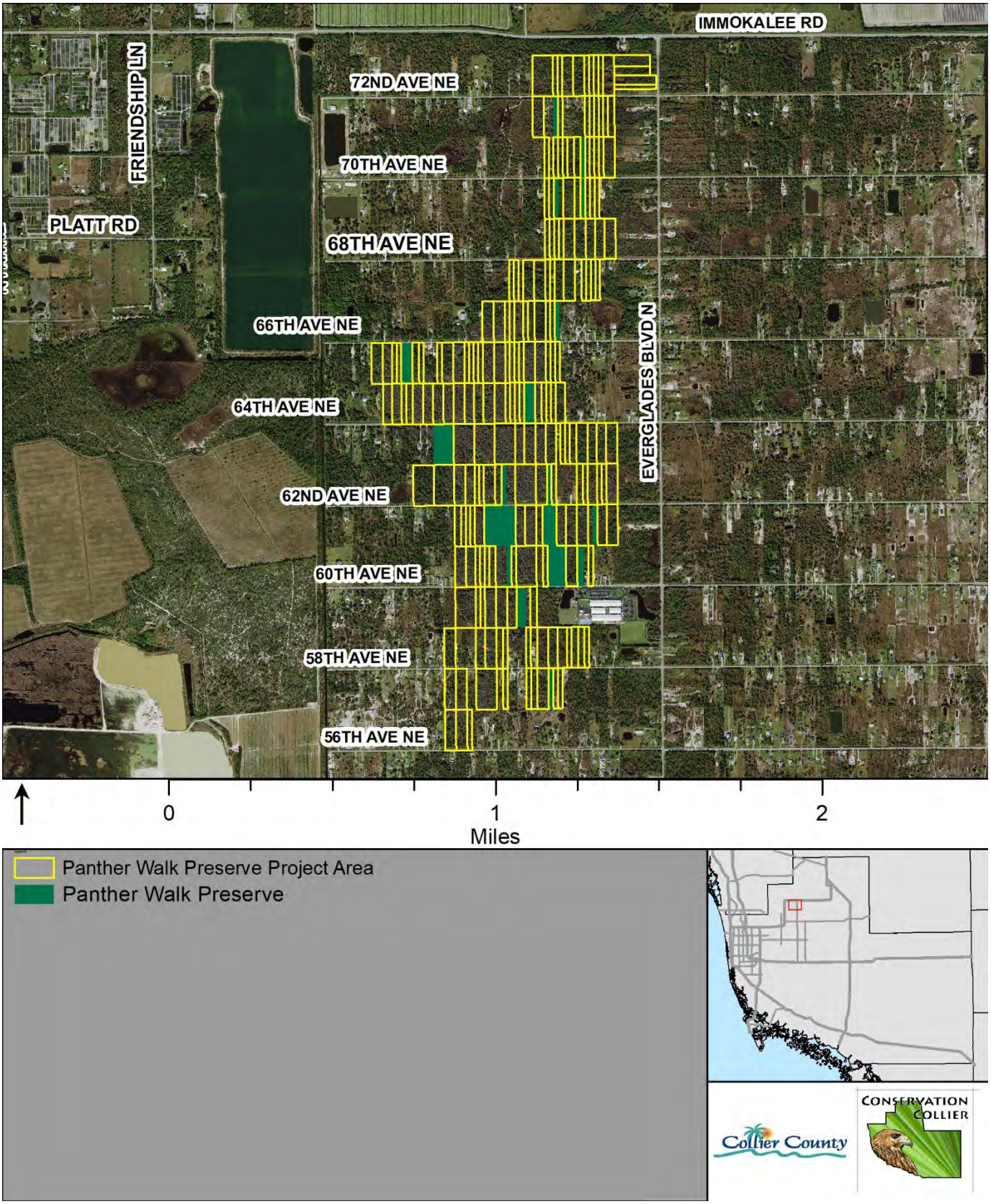


Table of Panther Walk Preserve Project Area Parcels

FOLIO NUMBER	ACRES
38841560001	2.27
38841600000	1.14
38841640002	1.59
38841680004	2.27
38843040008	5.00
38843120009	2.50
38843120106	2.50
38843160001	2.50
38843160108	2.50
38843240002	5.00
38843680002	2.73
38843800002	2.73
38843880006	2.73
38844040007	5.00
38844080009	2.27
38844120008	2.73
38844160000	1.14
38844200009	1.14
38844240001	1.59
38844280003	1.14
38844320002	2.73
38844360004	2.27
38844400003	5.00
38844440005	2.73
38844480007	2.27
38844520006	2.27
38844560008	2.73
38844600007	5.00
38844640009	1.14
38844680001	2.73
38844720000	1.14
38844760002	2.27
38844840003	1.59
38844880005	1.14
38844920004	1.14
38844960006	1.14
38845000004	1.14
38845040006	2.73
38845120007	2.27
38845160009	2.73
38845200008	5.00

FOLIO NUMBER	ACRES
38849440000	1.14
38849480002	2.73
38849520001	1.14
38849560003	2.73
38849600002	2.27
38964080002	2.73
38965680003	2.73
38965760004	1.14
39141440008	2.27
39141480000	2.73
39143160001	1.14
39143200000	1.14
39143320003	1.59
39143360005	1.14
39145200008	2.73
39145240000	1.14
39145280002	2.73
39145320001	1.14
39145360003	1.14
39147120005	2.73
39147200006	2.73
39147240008	1.14
39147280000	1.14
39147320009	1.14
39147360001	1.14
39147400000	2.73
39147440002	1.14
39147480004	1.14
39147520003	2.73
39147600004	1.14
39148960002	2.73
39149000000	1.14
39149080004	1.59
39149120003	1.14
39149160005	2.27
39149200004	1.14
39149280008	2.73
39149320007	1.14
39149360009	1.14
39149400008	2.73
39149440000	1.14

FOLIO NUMBER	ACRES
38845320001	1.14
38845360003	1.59
38845440004	1.14
38845480006	2.27
38845520005	2.73
38845640008	1.14
38845840002	1.59
38845880004	5.00
38845920003	1.14
38845960005	2.73
38846000003	1.14
38846040005	1.14
38846080007	1.14
38846160008	2.27
38846200007	2.73
38846240009	5.00
38846280001	2.27
38846320000	2.73
38846360002	5.00
38846400001	1.59
38846520004	1.14
38846720008	1.14
38846760000	1.59
38846800009	1.14
38846880003	2.73
38846920002	2.27
38846960004	2.73
38847120005	1.14
38847280000	1.59
38847320009	2.73
38847360001	1.14
38847440002	2.50
38847440109	2.50
38847480004	1.14
38847520003	1.59
38847560005	1.14
38847600004	1.14
38847680008	2.27
38847760009	1.59
38847840000	1.14
38847880002	1.14
38848040003	2.27

FOLIO NUMBER	ACRES
39149480002	1.14
39149520001	2.73
39149560003	1.14
39149640004	2.73
39149720005	1.14
39149760007	1.14
39149800006	1.14
39149840008	1.14
39150000002	1.14
39150120005	2.73
39150160007	5.00
39150200006	1.14
39150240008	2.73
39150280000	1.14
39150320009	1.14
39150440002	1.59
39150480004	1.14
39150520003	1.14
39150560005	1.14
39150680008	2.73
39150720007	1.14
39150760009	2.73
39150800008	1.14
39150840000	2.27
39150880002	2.73
39151120004	1.14
39151440001	1.14
39151520002	1.14
39151560004	1.14
39151600003	2.73
39151640005	2.27
39151680007	1.59
39151720006	1.14
39151760008	1.14
39151880001	1.14
39151920000	1.59
39152080004	1.14
39152120003	1.14
39152160005	1.14
39152200004	2.73
39152240006	1.14
39152280008	1.14

FOLIO NUMBER	ACRES
38848080005	2.73
38848120101	2.73
38848200005	1.59
38848240007	2.27
38848280009	1.14
38848400009	1.14
38848600003	1.59
38848640005	1.14
38848840009	1.14
38848920000	2.73
38849000000	1.14
38849040002	1.59
38849080004	2.27
38849120003	2.73
38849160005	2.27
38849360009	2.73
38849400008	2.27

FOLIO NUMBER	ACRES
39152320007	1.14
39152360009	2.73
39152400008	1.14
39152440000	1.14
39152480002	1.14
39152520001	1.59
39152560003	2.73
39152600002	1.14
39152640004	1.14
39152760007	1.14
39152800006	2.27
39152840008	2.73
39152920009	1.14
39155080001	2.34
39155120000	1.17
39155160002	2.40
39155200001	2.00

ADDENDUM C

COMPARABLE DATA

Land Comparable 1 - Small Parcels



Transaction

ID	9614	**Date**	7/11/2024
Name	NS 70th Ave NE	**Price**	$26,000
Address	NS 70th Ave NE	**Price Per Acre**	$22,880
City	Naples	**Transaction Type**	Closed Sale
Grantor	Suzette C. De Armas	**Financing**	Cash
Grantee	Carlos Perez and Marileidy Diaz	**Property Rights**	Fee Simple
Tax ID	39148040003		
Days on Market	52 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6570092	**Sale Verification Source**	Ilens Sanchez w/ Saggio Realty, Inc
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	1.14	**Topography**	Heavily Treed
Land SF	49,500	**Zoning**	(E) Estates
Primary Frontage Feet	75	**Dimensions**	75' x 660'
Primary Frontage Street	70th Ave NE	**Shape**	Rectangular
Utilities	None		

Comments

Listing agent reported the site was wetlands and it was priced accordingly. Site was listed for $50,000 in May 2024 and reduced to $25,000 in June 2024.

Land Comparable 2



Transaction

ID	9616	**Date**	7/10/2024
Name	SS 70TH Ave NE	**Price**	$54,900
Address	SS 70TH Ave NE	**Price Per Acre**	$34,509
City	Naples	**Transaction Type**	Closed Sale
Grantor	Jeffrey & Melissa Hughes	**Financing**	Cash
Grantee	Not yet recorded	**Property Rights**	Fee Simple
Tax ID	39151680007		
Days on Market	133 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Not yet recorded	**Sale Verification Source**	David Huff w/ Sun Realty USA, Inc.
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	1.59	**Topography**	Heavily Treed
Land SF	69,300	**Zoning**	(E) Estates
Primary Frontage Feet	105	**Dimensions**	105' x 660'
Primary Frontage Street	70TH Ave NE	**Shape**	Rectangular
Utilities	None		

Comments

According to a W David Key, LLC, Environmental Consultant, letter dated November 2018, the site is mostly uplands with a small area of wetlands. The letter states the wetlands should not involve any regulatory agencies in the permitting process. However, DEP National Wetland Inventory GIS shows the site consists entirely of Freshwater Forested/Shrub Wetland and Freshwater Emergent Wetland. Listing agent priced the property based on the assumption it was entirely uplands. Listed at $54,900 in February 2024 at a "firm price as the county will buy the lot in the near future."

Land Comparable 3



Transaction

ID	9615	**Date**	5/14/2024
Name	NS 48th Ave NE	**Price**	$70,000
Address	NS 48th Ave NE	**Price Per Acre**	$30,800
City	Naples	**Transaction Type**	Closed Sale
Grantor	Windsor Animal Sanctuary & Ag Education Center Inc	**Financing**	Cash
Grantee	Opal Jade LLC	**Property Rights**	Fee Simple
Tax ID	38973000002		
Days on Market	87 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6552262	**Sale Verification Source**	Greg Williams w/ Paradise Coast Property Team
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	2.27	**Topography**	Heavily Treed
Land SF	99,000	**Zoning**	(E) Estates
Primary Frontage Feet	150	**Dimensions**	150' x 660'
Primary Frontage Street	48th Ave NE	**Shape**	Rectangular
Utilities	None		

Comments

Informal Wetland Determination dated 12/13/2023 prepared by Tropical Environmental Consultants shows 66% wetlands located throughout the site, with upland portion in front. Site was listed in Jan 2024 fr $135,000 and reduced multiple times. Final reduction to $80,000 in April 2024.

Land Comparable 4



Transaction

ID	9620	**Date**	7/19/2024
Name	2868 58th Ave NE	**Price**	$80,000
Address	2868 58th Ave NE	**Price Per Acre**	$70,400
City	Naples	**Transaction Type**	Closed Sale
Grantor	D-Mega Castle LLC	**Financing**	Cash
Grantee	Not yet recorded	**Property Rights**	Fee Simple
Tax ID	38848400009		
Days on Market	16 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Not yet recorded	**Sale Verification Source**	Mayela Perez Carmenate w/ MVP Realty Associates LLC
Conditions of Sale	Arm's length	**Sale History**	6/2024 - $35,000

Site

Acres	1.14	**Topography**	Heavily Treed
Land SF	49,500	**Zoning**	(E) Estates
Primary Frontage Feet	75	**Dimensions**	75' x 660'
Primary Frontage Street	58th Ave NE	**Shape**	Rectangular
Utilities	None		

Comments

Informal Wetland Determination dated 12/26/23 prepared by Earth Tech Environmental shows consists of 0.45 acres (39%) wetlands located mainly in the front of the site. Site was listed for $99,000 in June 2024.

Land Comparable 5



Transaction

ID	9621	**Date**	6/14/2024
Name	NS 60th Ave NE	**Price**	$120,000
Address	NS 60th Ave NE	**Price Per Acre**	$75,429
City	Naples	**Transaction Type**	Closed Sale
Grantor	Ian Mac Lennan	**Financing**	Cash
Grantee	Helen Angela Matos-Marrero	**Property Rights**	Fee Simple
Tax ID	38789280003		
Days on Market	1 day	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6560314	**Sale Verification Source**	Bill Duffy, Jr. w/ Premiere Plus Realty Company
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	1.59	**Topography**	Largely cleared
Land SF	69,300	**Zoning**	(E) Estates
Primary Frontage Feet	105	**Dimensions**	105' x 660'
Primary Frontage Street	60th Ave NE	**Shape**	Rectangular
Utilities	None		

Comments

Informal Wetland Determination dated 5/9/2024 prepared by Tropical Environmental Consultants shows 0.02 acres of wetlands (1%) located near the middle of the side consisting of a wetland ditch. Site was listed for $117,900 in May 2024.

Land Comparable 6



Transaction

ID	9617	**Date**	6/6/2024
Name	NS 72nd Ave NE	**Price**	$95,000
Address	NS 72nd Ave NE	**Price Per Acre**	$41,800
City	Naples	**Transaction Type**	Closed Sale
Grantor	George & Ellen Schneider	**Financing**	Cash
Grantee	Gorgoy Homes, Inc	**Property Rights**	Fee Simple
Tax ID	39082120005		
Days on Market	305 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6561513	**Sale Verification Source**	Bob Kapish w/ John R Wood Properties
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	2.27	**Topography**	Heavily Treed
Land SF	99,000	**Zoning**	(E) Estates
Primary Frontage Feet	150	**Dimensions**	150' x 660'
Primary Frontage Street	72nd Ave NE	**Shape**	Rectangular
Utilities	None		

Comments

DEP Letter dated May 2002 states the site will not require an Evironmental Resource Permit. Listed as uplands at $149,000 in June 2023 and decreased to $139,000 in August 2023.

Land Comparable 7



Transaction

ID	9618	**Date**	7/18/2024
Name	SS 68th Ave NE	**Price**	$132,500
Address	SS 68th Ave NE	**Price Per Acre**	$58,300
City	Naples	**Transaction Type**	Closed Sale
Grantor	Raquel S & Jimmy Floyd	**Financing**	Cash
Grantee	Golden Capital Group, LLC	**Property Rights**	Fee Simple
Tax ID	39089600007		
Days on Market	40 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6572722	**Sale Verification Source**	Candice Jolly w/ Marzucco Real Estate
Conditions of Sale	Arm's length	**Sale History**	4/2022 - $109,900; 9/2021 - $65,000

Site

Acres	2.27	**Topography**	Largely cleared
Land SF	99,000	**Zoning**	(E) Estates
Primary Frontage Feet	150	**Dimensions**	150' x 660'
Primary Frontage Street	68th Ave NE	**Shape**	Rectangular
Utilities	None		

Comments

Ramsey Inc letter dated August 2021 states soil sampling onsite did not reveal wetland characteristics with no jurisdictional wetlands. Property sold in April 2022 for $109,900 and was relisted in May 2024 for $135,000.

Land Comparable 8



Transaction

ID	9619	**Date**	4/25/2024
Name	SS 47th Ave NE	**Price**	$70,000
Address	SS 47th Ave NE	**Price Per Acre**	$44,000
City	Naples	**Transaction Type**	Closed Sale
Grantor	Nateva Homes, LLC	**Financing**	Cash
Grantee	Line Investment, LLC	**Property Rights**	Fee Simple
Days on Market	22 days	**Sale Verification Date**	45490
Book/Page or Reference Doc	Instr #6554884	**Sale Verification Source**	Ernesto Sampedro w/ Sun Realty
Conditions of Sale	Arm's length	**Sale History**	4/2024: $55,000

Site

Acres	1.6	**Topography**	Heavily Treed
Land SF	69,300	**Zoning**	(E) Estates
Primary Frontage Feet	105	**Dimensions**	105' x 660'
Primary Frontage Street	47th Ave NE	**Shape**	Rectangular
Utilities	None		

Comments

Informal Wetland Determination dated 4/22/2024 prepared by Ramsey Inc shows site is 100% uplands. Site was listed for $159,000 and price was reduced multiple times. The final asking price was $119,900.

Land Comparable 1 - Large Parcels



Transaction

ID	9637	**Date**	11/30/2023
Name	2680 52nd AVE NE	**Price**	$115,000
Address	2680 52nd AVE NE	**Price Per Acre**	$23,000
City	Naples	**Transaction Type**	Closed Sale
Grantor	Thomas K Walton	**Financing**	Cash
Grantee	Marius Loots	**Property Rights**	Fee Simple
Tax ID	38966360005 + 38966320003		
Days on Market	96 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6483191	**Sale Verification Source**	David Huff w/ Sun Realty USA, Inc.
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	5.00	**Topography**	Heavily Treed
Land SF	217,800	**Zoning**	(E) Estates
Primary Frontage Feet	330	**Dimensions**	330' x 660'
Primary Frontage Street	52nd Ave NE	**Shape**	Rectangular
Utilities	None	**Topography**	Heavily Treed

Comments

Purchase consisted of two adjacent parcels. Informal Wetland Determination dated 1/20/2022 prepared by Wetland Consultants shows a combined 4.03 acres (81%) wetlands on the two parcels. The location of the wetlands was not noted in the report. According to the DEP National Wetland Inventory GIS, the wetlands are located in the front portion of the site. The eastern half was listed in July 2023 for $149,800 and reduced to $129,900 in August 2023. The parcel was listed with adjacent parcel to be sold together.

Land Comparable 2



Transaction

ID	9635	**Date**	12/4/2023
Name	2581 52nd AVE NE	**Price**	$95,000
Address	2581 52nd AVE NE	**Price Per Acre**	$34,833
City	Naples	**Transaction Type**	Closed Sale
Grantor	James W Robak & Sandra E Vancourt	**Financing**	Cash
Grantee	George Cortbaoui	**Property Rights**	Fee Simple
Tax ID	38964560001		
Days on Market	260 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6487817	**Sale Verification Source**	Steve Bacardi, LLC w/ Coldwell Banker Realty
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	2.73	**Topography**	Heavily Treed
Land SF	118,800	**Zoning**	(E) Estates
Primary Frontage Feet	180	**Dimensions**	180' x 660'
Primary Frontage Street	52nd Ave NE	**Shape**	Rectangular
Utilities	None	**Topography**	Heavily Treed

Comments

Informal Wetland Determination dated 12/13/2023 prepared by Tropical Environmental Consultants shows 2.00 acres (73%) wetlands located in the back of the site. Site was listed for $199,900 and decreased multiple times. Final listing price was $104,900.

Land Comparable 3



Transaction

ID	9615	**Date**	5/14/2024
Name	NS 48th Ave NE	**Price**	$70,000
Address	NS 48th Ave NE	**Price Per Acre**	$30,800
City	Naples	**Transaction Type**	Closed Sale
Grantor	Windsor Animal Sanctuary & Ag Education Center Inc	**Financing**	Cash
Grantee	Opal Jade LLC	**Property Rights**	Fee Simple
Tax ID	38973000002		
Days on Market	87 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6552262	**Sale Verification Source**	Greg Williams w/ Paradise Coast Property Team
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	2.27	**Topography**	Heavily Treed
Land SF	99,000	**Zoning**	(E) Estates
Primary Frontage Feet	150	**Dimensions**	150' x 660'
Primary Frontage Street	48th Ave NE	**Shape**	Rectangular
Utilities	None	**Topography**	Heavily Treed

Comments

Informal Wetland Determination dated 12/13/2023 prepared by Tropical Environmental Consultants shows 66% wetlands located throughout the site, with upland portion in front. Site was listed in Jan 2024 fr $135,000 and reduced multiple times. Final reduction to $80,000 in April 2024.

Land Comparable 4



Transaction

ID	9636	**Date**	12/7/2023
Name	SS 68th Ave NE Tract 75	**Price**	$111,000
Address	SS 68th Ave NE Tract 75	**Price Per Acre**	$44,400
City	Naples	**Transaction Type**	Closed Sale
Grantor	Stacey A & Phillip E Barnett	**Financing**	Cash
Grantee	BHV I, LLC	**Property Rights**	Fee Simple
Tax ID	39087800100		
Days on Market	408 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6485739	**Sale Verification Source**	Candice Jolly w/ Marzucco Real Estate
Conditions of Sale	Arm's length	**Sale History**	3/2022 - $119,000

Site

Acres	2.50	**Topography**	Partially Treed
Land SF	108,900	**Zoning**	(E) Estates
Primary Frontage Feet	165	**Dimensions**	165' x 660'
Primary Frontage Street	68th Ave NE	**Shape**	Rectangular
Utilities	None	**Topography**	Partially Treed

Comments

Informal Wetland Determination dated 6/20/2023 prepared by Wetland Consultants shows 1.16 acres (46%) wetlands located in the back of the site. Site was listed for $199,900 and decreased multiple times. Final listing price was $127,900.

Land Comparable 5



Transaction

ID	9622	**Date**	6/28/2024
Name	72nd ST NE, Tract 40 E 1/2	**Price**	$160,000
Address	72nd ST NE, E 1/2	**Price Per Acre**	$64,000
City	Naples	**Transaction Type**	Closed Sale
Grantor	Barnhart Properties LLC and James M. McCabe PA	**Financing**	Seller
Grantee	Juan Carlos Gonzalez Agudelo and Sandra Ximena Tejada Trujillo	**Property Rights**	Fee Simple
Tax ID	39144200106		
Days on Market	150 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6566551	**Sale Verification Source**	Brian Barnhart w/ Gulf Gateway Realty, Inc.
Conditions of Sale	Arm's length	**Sale History**	10/2023 - $88,000 (prior to subdividing)

Site

Acres	2.50	**Topography**	Heavily Treed
Land SF	108,900	**Zoning**	(E) Estates
Primary Frontage Feet	165	**Dimensions**	165' x 660'
Primary Frontage Street	72nd ST NE	**Shape**	Rectangular
Utilities	None	**Topography**	Heavily Treed

Comments

Informal wetland determination shows site is 100% uplands. Site was listed for $199,900 in Jan 2024 and reduced multiple times, finally to $165,000 in May 2024. Seller financed $136,000 (86%). Buyer had purchased the adjacent site in April 2024. Site has since been relisted on 7/10/24 with the adjacent parcel (5 total acres) for $950,000.

Land Comparable 6



Transaction

ID	9623	**Date**	4/10/2024
Name	72nd ST NE, Tract 40 W 1/2	**Price**	$175,000
Address	72nd ST NE, W 1/2	**Price Per Acre**	$70,000
City	Naples	**Transaction Type**	Closed Sale
Grantor	Barnhart Properties Llc and James M. McCabe PA	**Financing**	Seller
Grantee	Juan Carlos Gonzalez Agudelo and Sandra Ximena Tejada Trujillo	**Property Rights**	Fee Simple
Tax ID	39144200009		
Days on Market	74 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6532801	**Sale Verification Source**	Brian Barnhart w/ Gulf Gateway Realty, Inc.
Conditions of Sale	Arm's length	**Sale History**	10/2023 - $88,000 (prior to subdividing)

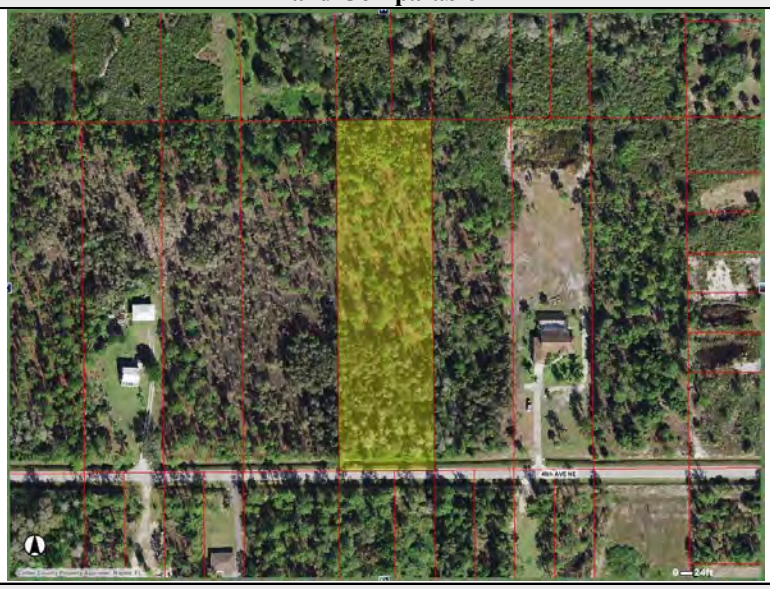
Site

Acres	2.50	**Topography**	Heavily Treed
Land SF	108,900	**Zoning**	(E) Estates
Primary Frontage Feet	165	**Dimensions**	165' x 660'
Primary Frontage Street	72nd ST NE	**Shape**	Rectangular
Utilities	None	**Topography**	Heavily Treed

Comments

Informal wetland determination shows site is 100% uplands. Site was listed for $199,900 in Jan 2024 and reduced multiple times, finally to $165,000 in May 2024. Seller financed $131,250 (75%). Buyer since purchased the adjacent site in June 2024. Site has since been relisted on 7/10/24 with the adjacent parcel (5 total acres) for $950,000.

Land Comparable 7



Transaction

ID	9625	**Date**	7/8/2024
Name	NS 48th Ave NE Tract 141	**Price**	$94,000
Address	NS 48th Ave NE Tract 141	**Price Per Acre**	$34,467
City	Naples	**Transaction Type**	Closed Sale
Grantor	Edrit Frasheri	**Financing**	Cash
Grantee	Yamila Ramos	**Property Rights**	Fee Simple
Tax ID	38973200006		
Days on Market	62 days	**Sale Verification Date**	7/17/2024
Book/Page or Reference Doc	Instr #6571213	**Sale Verification Source**	Dodona Roboci, PA w/ Royal Shell Real Estate, Inc.
Conditions of Sale	Arm's length	**Sale History**	4/2022 - $55,000

Site

Acres	2.73	**Topography**	Heavily Treed
Land SF	118,800	**Zoning**	(E) Estates
Primary Frontage Feet	180	**Dimensions**	180' x 660'
Primary Frontage Street	48th Ave NE	**Shape**	Rectangular
Utilities	None	**Topography**	Heavily Treed

Comments

No informal wetland determination on file. DEP National Wetland Inventory GIS shows site is 100% uplands. Site was listed for $123,500 in April 2024 and reduced multiple times. Final price reduction to $99,900 in May 2024.

Land Comparable 8



Transaction

ID	9626	**Date**	6/4/2024
Name	NS 56th Ave NE	**Price**	$110,000
Address	NS 56th Ave NE	**Price Per Acre**	$40,333
City	Naples	**Transaction Type**	Closed Sale
Grantor	Rosa G Gutierrez Pacheco	**Financing**	Cash
Grantee	B&G Properties of Naples, LLC	**Property Rights**	Fee Simple
Days on Market	63 days	**Sale Verification Date**	45490
Book/Page or Reference Doc	Instr #6559883	**Sale Verification Source**	Melissa Luzardo Perez w/ Sellstate 5 Star Realty
Conditions of Sale	Arm's length	**Sale History**	No arm's length transactions in previous 3 years

Site

Acres	2.7	**Topography**	Partially Treed
Land SF	118,800	**Zoning**	(E) Estates
Primary Frontage Feet	180	**Dimensions**	180' x 660'
Primary Frontage Street	56th Ave NE	**Shape**	Rectangular
Utilities	None	**Topography**	Partially Treed

Comments

No informal wetland determination on file. DEP National Wetland Inventory GIS shows site is 100% uplands. Site was listed for $165,000 and reduced multiple times. Final reduction to $139,999 in April 2024.

INSTR 6542942 OR 6357 PG 1445
RECORDED 5/7/2024 2:22 PM PAGES 5
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY FLORIDA
REC $44.00

Florida WILDLIFE CORRIDOR Foundation

Memorandum of Understanding

This agreement is made between the Collier County Board of County Commissioners ("Collier County"), and Florida Wildlife Corridor Foundation, Inc. ("FWCF") (referred to collectively as the "Parties"), effective April 23, 2024. This agreement is subject to the terms and conditions contained herein between the Parties and is made part thereof.

Period of Performance

Conservation Collier, a program of Collier County, is authorized to plan for and request use of FWCF's Corridor Critical Linkages Fund to close qualifying acquisitions starting Jan 31, 2024 through Dec 31, 2024. Successful implementation of the program will inform potential ability to extend or execute a similar agreement for 2025 for unused FWCF funds.

Scope of Work

Collier County agrees to:

a. Offer landowners 100% of appraised value, as determined by most recent market studies, for all acquisitions in Target Area where FWCF funds will also be used.
b. Work to accelerate the pace of conservation in the acquisition target area by using FWCF funds as a match to existing Conservation Collier program budget. Collier County will make a good faith effort to achieve a near 1:1 match until their Panther Walk designated funds are expended.
c. Provide and utilize existing program resources for management and execution of landowner outreach and acquisitions including offer letters, due diligence, and transaction support.
d. Provide written quarterly progress reports highlighting acquisitions to date funded by each party and pipeline or outlook for next quarter, on or before March 31, June 30, and Sept 30, 2024.

Florida Wildlife Corridor Foundation agrees to:

a. Contribute one half of the contract price for each acquired parcel within the Target Area, up to $1.5 million (Total authorized Corridor Critical Linkages Funds), during the Period of Performance to match and accelerate the pace of conservation in the target acquisition area.
b. Wire required funds for each transaction to designated closing account after each Purchase Agreement is approved by the Board of County Commissioners, after documentation is received demonstrating that all MOU conditions have been met in preparation for closing, and after wiring instructions have been provided.
c. Fully yield implementation for acquisition process to Conservation Collier and not influence decision-making or management of the effort, so long as FWCF fund use is consistent with the terms in this MOU.

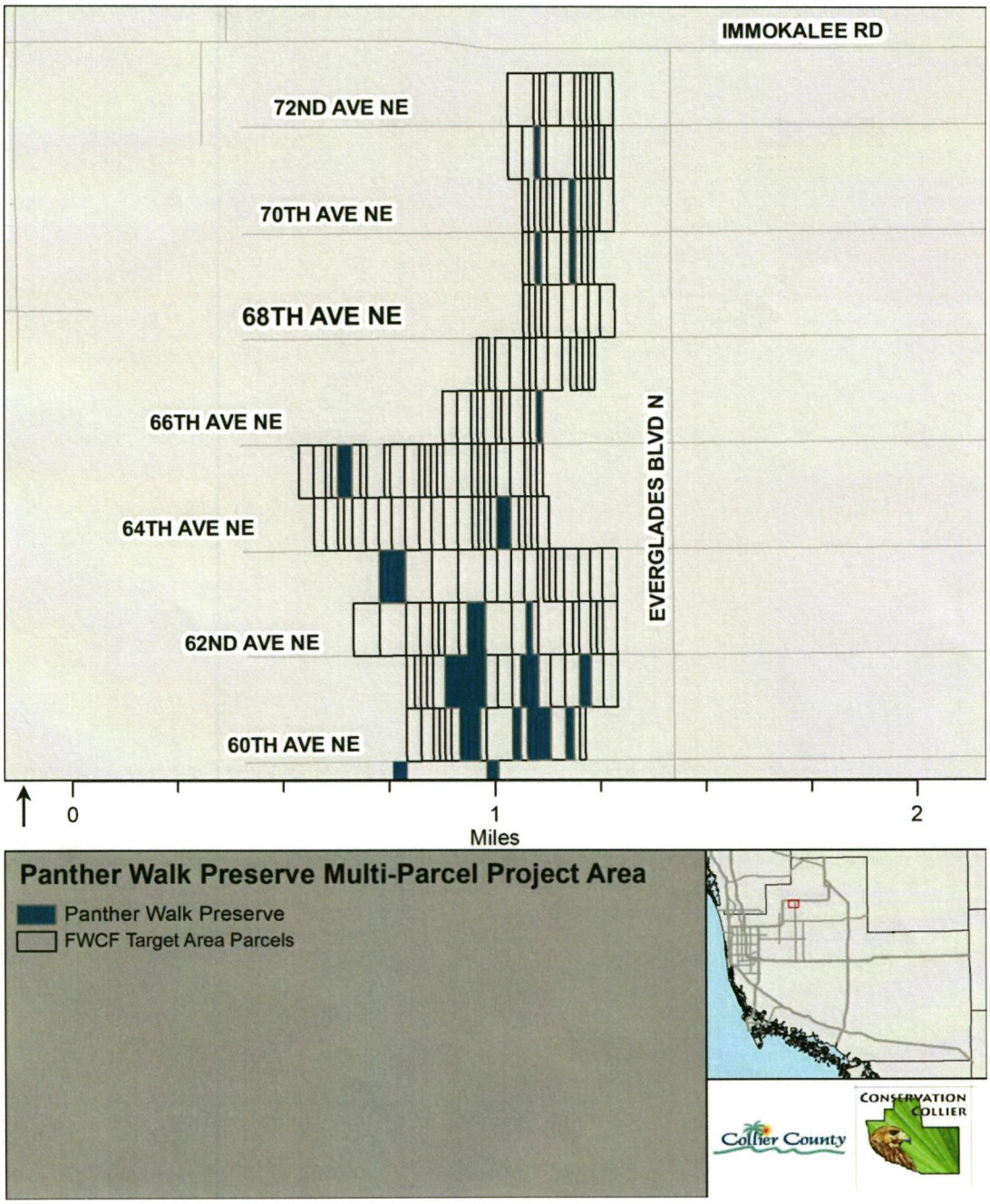
CAO

Qualifying Acquisitions

Qualifying acquisitions are defined as fee simple purchases of lots in the target acquisition area for 100% of appraised value as determined by most-recent market studies.

Target Area

The acquisition target area shall consist of all parcels north of 60th Ave. NE within the Conservation Collier Panther Walk Preserve Multi-parcel project area, as depicted here:



[23-ENS-00746/1826537/1]

CAO

Indemnification

To the extent provided by law, each party shall indemnify, defend, save, and hold harmless the other party and all of the other party officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of commission of the acts, by the other party officers, agents, or employees. Neither party officers, agents, or employees will be liable under this section for damages arising out of injury or damage or persons or property directly caused or resulting from the negligence of the other party or any of the other party officers, agents, or employees. This indemnification shall not be deemed a waiver of any limitation of liability to which the County may be entitled under Florida Statutes, including but not limited to Section 768.28, Florida Statutes.

Governing Law, Jurisdiction, and Venue

This Agreement and all related documents including all schedules attached hereto and all matters arising out of or relating to this Agreement, and the Services provided hereunder, whether sounding in contract, tort, or statute for all purposes shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction other than those of the State of Florida to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the State of Florida, County of Collier. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be effective as of the day, month and year first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by the undersigned officials, as duly authorized.

FLORIDA WILDLIFE CORRIDOR
FOUNDATION, INC.

By: _____

Print: Mallory C. Dimmitt

Title: CEO

ATTEST:
Crystal K. Kinzel, Clerk of Courts
& Comptroller

By: _____
Deputy Clerk

5/2/24

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Rick LoCastro, Chairman

Approved as to form and
legality

_____
Sally A. Ashkar
Assistant County Attorney 11/7/23

CAO

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by the undersigned officials, as duly authorized.

FLORIDA WILDLIFE CORRIDOR FOUNDATION, INC.

By:_____

Print:_____

Title:_____

ATTEST:
Crystal K. Kinzel, Clerk of Courts & Comptroller

By:_____
Deputy Clerk

Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

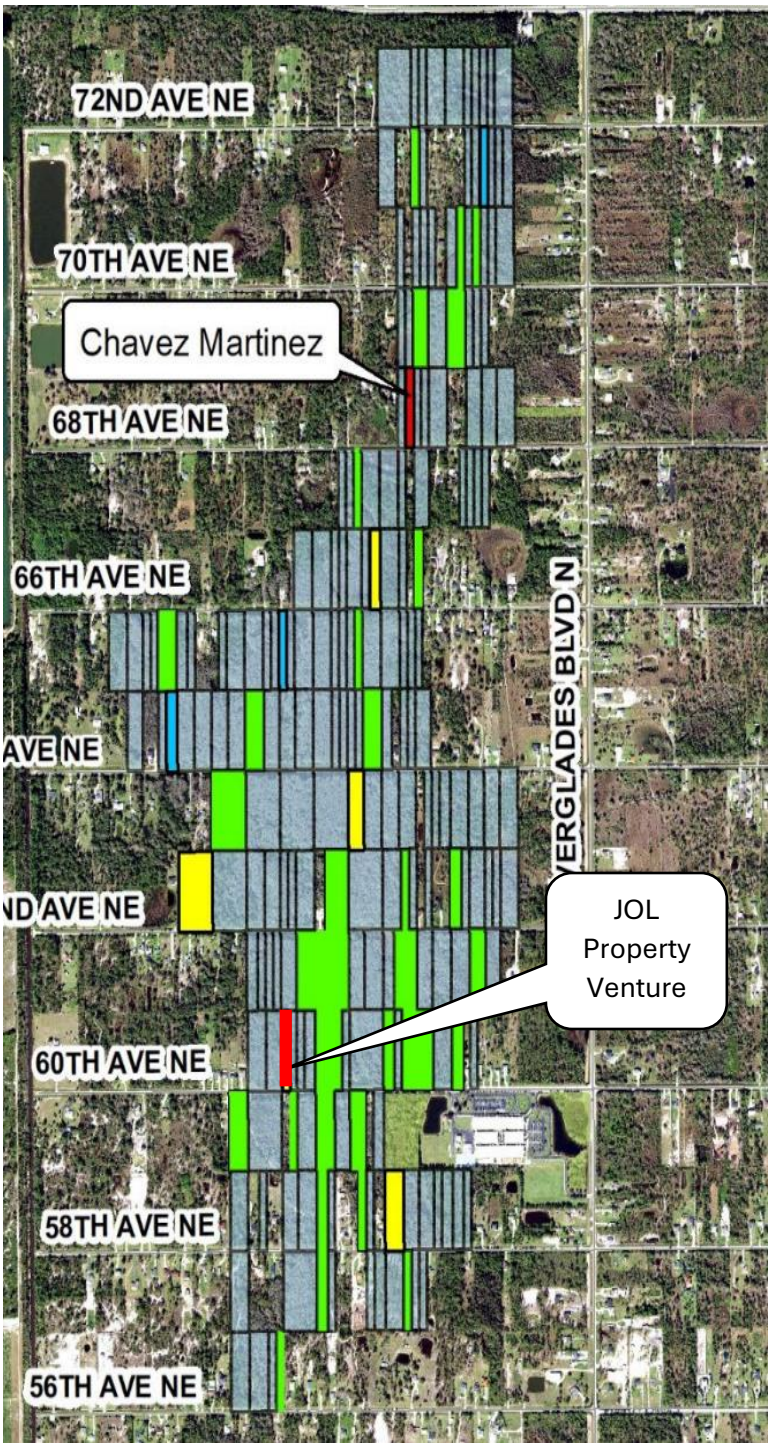
By:_____
Chris Hall, Chairman

Approved as to form and legality

_____
Sally A. Ashkar
Assistant County Attorney

CAO

Panther Walk Preserve (JOL Property Venture & Chavez Martinez)

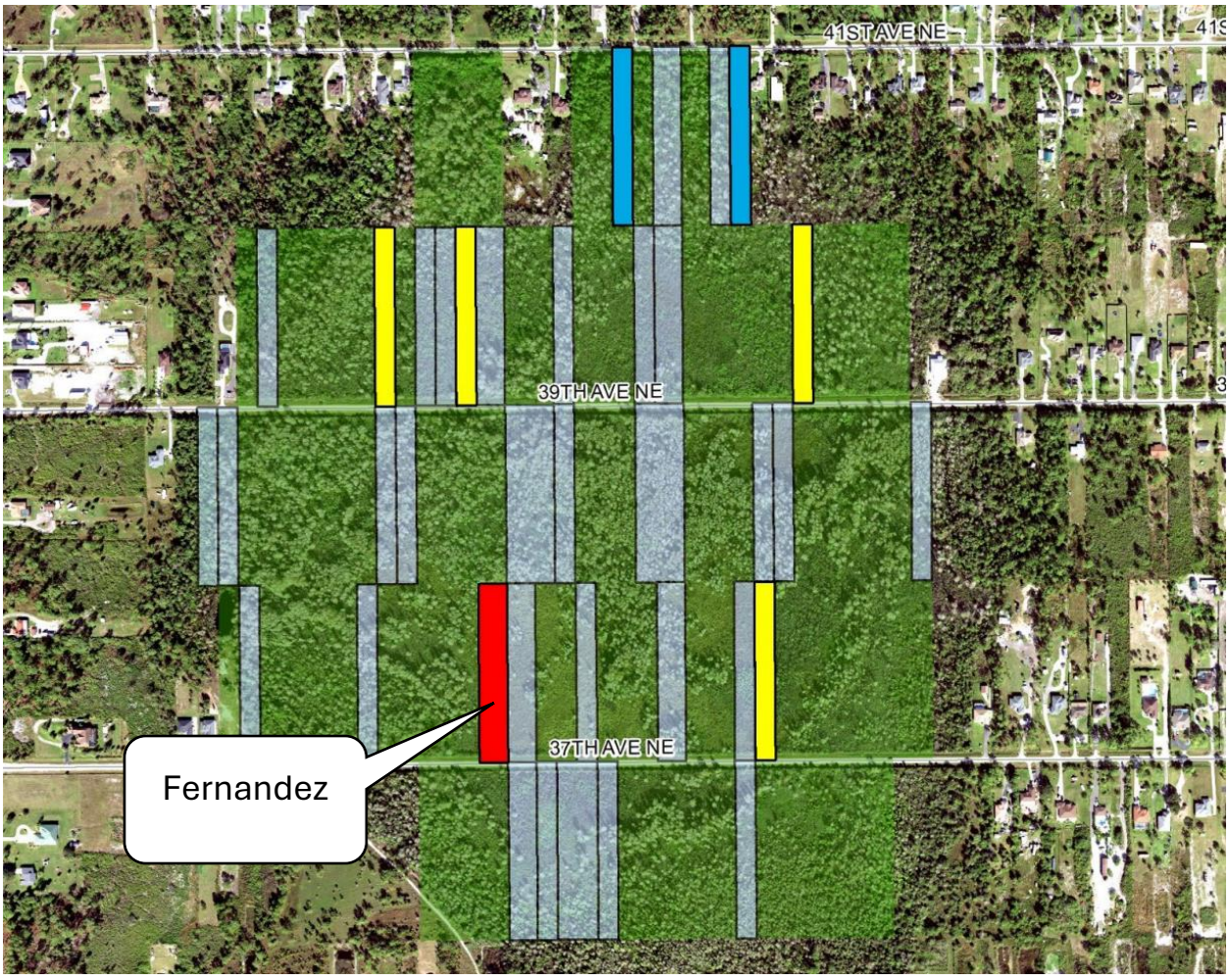


Properties owned by Conservation Collier

Properties under contract (BCC approved)

Owners accepted offers (not yet BCC approved)

Winchester Head (Fernandez Parcel)



Fernandez Parcel (1.59 acres)

Properties under contract (BCC approved)

Owners accepted offers (not yet BCC approved)

Executive Summary

Recommendation to approve a Resolution and an after-the-fact right-of-way permit authorizing the temporary closing of a portion of City Gate Blvd North and determining that the closure is necessary for the Magic of Lights event from November 22, 2024 – January 4, 2025, in affiliation with Sports Facilities and the Paradise Coast Sports Complex, to fulfill the Collier County's right-of-way permit application requirement for road closures.

OBJECTIVE: To have the Board approve the closure of City Gate Blvd North by Sports Facilities and Paradise Coast Sports Complex for the "Magic of Lights" event.

CONSIDERATIONS: Sports Facilities and the Paradise Coast Sports Complex are hosting the Magic of Lights event November 22, 2024 through January 4, 2025 and seek to close a portion of City Gate Blvd North for the event. The Event Map and Maintenance of Traffic for Road Closures (attached) show the area of road closure.

The event was previously held at the Collier County Fairgrounds; upon relocation of the event, the organizers were unaware a right-of-way permit (ROW) was needed. Upon notification of the event to Growth Management Community Development staff, a ROW permit was applied for (PRROW20241251560).

FISCAL IMPACT: The applicant has paid the Right-of-Way permit fee ($200) and after the-fact fees ($2,400) associated with this permit. Per Resolution 2017-109, permit fees for events within the ROW are $200 per day. However, fees are doubled for after-the-fact permits.

GROWTH MANAGEMENT IMPACT: There is no Growth Management impact associated with this action.

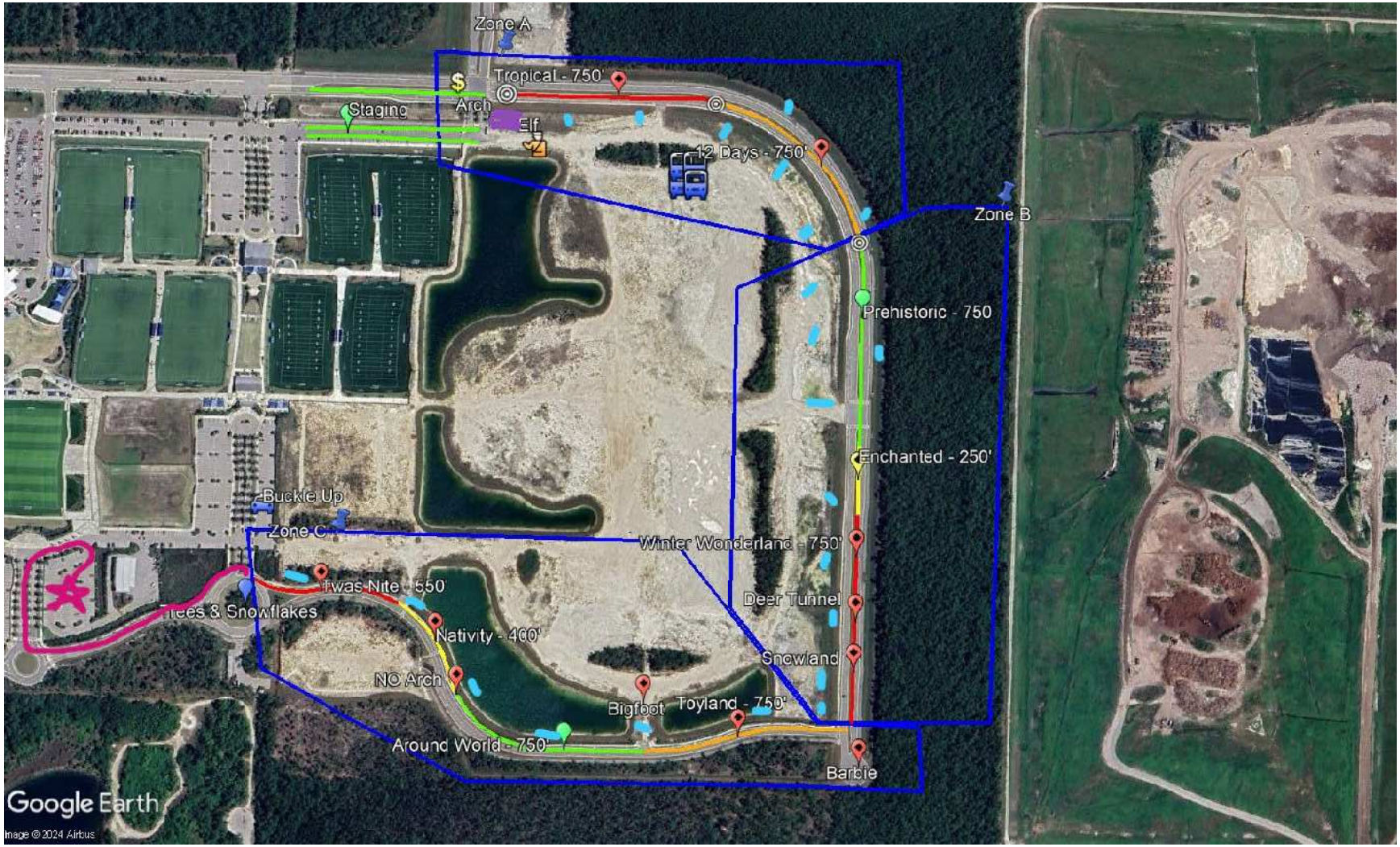
LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. -DDP

RECOMMENDATIONS: To approve a resolution and an after-the-fact right-of-way permit authorizing the temporary closing of a portion of City Gate Blvd North for the Magic of Lights event from November 22, 2024 through January 4, 2025.

PREPARED BY: Jaime Cook, Director, Development Review Division, Growth Management Community Development Department

ATTACHMENTS:

1. MOL Supporting Docs
2. Magic of Lights - City Gate Blvd N - Road Closure Resolution 01032025


Zone A
Tropical - 750'
$
Arch
Staging
Elf
12 Days - 750'
Zone B
Prehistoric - 750
Enchanted - 250'
Buckle Up
Zone C
Winter Wonderland - 750'
'twas Nite - 550'
Deer Tunnel
Trees & Snowflakes
Nativity - 400'
Snowland
NO Arch
Bigfoot
Toyland - 750'
Around World - 750'
Barbie
Google Earth
Image © 2024 Airbus

Client#: 224090 FAMIENT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kim Pelletier	
Edgewood Partners Ins Center 15233 Ventura Blvd. Suite 534 Sherman Oaks, CA 91403	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Kim.Pelletier@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Navigators Insurance Company	42307
INSURED Fun Guys, LLC 13211 Pleasant Valley Rd Woodstock, IL 60098	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	LA22NCP02212402	07/01/2024	07/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		LA22NCP02212402	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X HAPD Dedt. X $1,000							$
A	UMBRELLA LIAB OCCUR	X		LA24FXPZ0BS6TIV	07/01/2024	07/01/2025	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			72WEAT0AKP	07/01/2024	07/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Equipment Floater	X		LA22NCP02212402	07/01/2024	07/01/2025	$1,500,000 Unscheduled $25,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured but only as respects to claims arising out of the operations of the Named Insured per written contract.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3299 East Tamiami Trail Suite 303
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Keli Jomack

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From:	Shar_Beddow
To:	Michael Lieberman
Cc:	GNFD Inspections
Subject:	RE: New Construction Fire Inspection - New Request
Date:	Thursday, November 21, 2024 6:57:42 AM
Attachments:	image001.png image002.png image003.png

WARNING: This email originated outside of the Sports Facilities Network. Please exercise caution. Ensure the email address matches the sender's name. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thank you for your request, and for using our website at **https://www.greaternaplesfire.org/resources/schedule-an-inspection/** to place your inspection request.

This inspection is scheduled for: Thursday, November 21, 2024, between 10:00 a.m. - 12:00 p.m., with - CPT Beddow, Shar - direct ph. 239-241-1422, email: SBeddow@gnfire.org

Note:

0. A Representative must be on-site to attend the inspection.
1. Timeframes are approximate and the inspector may arrive anytime between the scheduled time period.
2. Cancelation of inspection shall be made no later than 7 a.m. the day of the inspection. Failure to cancel the inspection by 7 a.m. shall result in re-inspection fees.
3. The inspection fee includes an initial inspection and one re-inspection.
4. If you are due to – or want to – receive your Notice of Fire Compliance, please have payment ready, if applicable.
5. At this time, we cannot process electronic payments.
0. **If you need to CANCEL, please reply to this email.**

Please be advised that in addition to any inspection fee there is an additional fee of $75 fee time-specific inspection.

Note:

6. A Representative must be on-site to attend the inspection.
7. Timeframes are approximate.
8. Cancelation of inspection shall be made no later than 7 a.m. the day of the inspection. Failure to cancel the inspection by 7 a.m. shall result in re-inspection fees.
9. If you are due to – or want to – receive your Notice of Fire Compliance, please have

payment ready, if applicable.

1. **If you need to CANCEL, please reply to this email.**

From: Michael Bays <mbays@gnfire.org>
Sent: Wednesday, November 20, 2024 4:09 PM
To: Shar Beddow <sbeddow@gnfire.org>
Cc: GNFD Inspections <inspections@gnfire.org>
Subject: FW: New Construction Fire Inspection - New Request

Michael Bays | Lieutenant, Fire & Life Safety Section
Greater Naples Fire Rescue District
2700 Horseshoe Drive North
Naples, FL 34104
(239) 774-2800
www.greaternaplesfire.org

From: GNFD Inspections <inspections@gnfire.org>
Sent: Wednesday, November 20, 2024 3:37 PM
To: GNFD FLS Officers <GNFD_FLS_Officers@gnfire.org>
Subject: FW: New Construction Fire Inspection - New Request

NORTH, THURSDAY 12 PM, 11/21/24

Lyndsay Tomlinson | Administrative Assistant – Fire & Life Safety
Greater Naples Fire Rescue District
2700 Horseshoe Dr N
Naples, FL 34104
(239) 774-2800
www.greaternaplesfire.org

Please click on the link below for a brief survey.
Customer Service Satisfaction Survey

Professionalism ~ Integrity ~ Compassion

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From: website <website@gnfire.org>
Sent: Wednesday, November 20, 2024 3:00 PM
To: GNFD Inspections <inspections@gnfire.org>
Subject: New Construction Fire Inspection - New Request

Section A
• 641 - Fire Final
Description of Work
Magic of Lights fire inspection already confirmed for Thursday, Nov. 21, at noon with Captain Beddow.
Prepipe Inspection (weld-o-lets)
No
Draft Stop
No
Section B
Project Name
Magic of Lights
Address
3940 City Gate Boulevard North Naples, Florida 34117 United States Map It
Job Supervisor
Michael Lieberman
Phone Number
(903) 252-2661
Email Address
mlieberman@playparadisecoast.com
Permit Number
NA

Section C
Inspection Time/Date
Time Specific - Additional $85 charge
Date Inspection Requested
11/21/2024
Time
12:00 pm

From: Michael Lieberman
To: Marissa Baker
Subject: FW: 2024 Magical Lights at PCSC (Nov 22, 2024 - Jan 4, 2025) | Cost Estimate for CCSO Detail Deputies
Date: Friday, December 20, 2024 10:55:00 PM
Attachments: Magical Lights at PCSC - Invoice Estimate for Nov 22, 2024 - Jan 4, 2025.xlsx

---

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

I found this email regarding CCSO and MoL.

Best,
Michael

Michael Lieberman
Assistant General Manager

Paradise Coast Sports Complex
3940 City Gate Blvd. North
Naples, FL 34117
Cell: (903) 252-2661

playparadisecoast.com
sportsfacilities.com
thesfnetwork.com

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From: Edyth Bird - 2306 <Edyth.Bird@colliersheriff.org>
Date: Monday, November 4, 2024 at 2:01 PM
To: Jennifer Kelly <Jennifer.Kelly@familyentertainmentlive.com>
Cc: Laura Lopez - 1122 <Laura.Lopez@colliersheriff.org>, James McGilvrey - 4015 <James.McGilvrey@colliersheriff.org>, Delianys Morera - 4085 <Delianys.Morera@colliersheriff.org>, Adrian Moses <AMoses@playparadisecoast.com>, Michael Lieberman <MLieberman@playparadisecoast.com>, Jeff Walters <JWalters@playparadisecoast.com>
Subject: 2024 Magical Lights at PCSC (Nov 22, 2024 - Jan 4, 2025) | Cost Estimate for CCSO Detail Deputies

WARNING: This email originated outside of the Sports Facilities Network. Please exercise caution. Ensure the email address matches the sender's name. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon Jennifer,

The following information is provide for your planning purposes:

Ref: Meeting between PCSC Staff and the CCSO Incident Management Team (IMT) on Thursday 10.31.2024

There are three dates during the 2024 Magical Lights where large overlapping events, along with an anticipated increase in traffic for Magical Lights, will create significant traffic and security concerns at PCSC: Saturday December 7, 2024/Snowfest and Friday-Saturday December 13–14, 2024/American Youth Football Tournament. On those dates, it has been determined that two additional posts (Security/Traffic – LEO Only) will be needed to ensure a safe and secure environment for all attendees.

I have generated a Cost Estimate for the 2024 Magical Lights and it is attached FYI.

Two Notes:

1. I did observe on the CCSO Special Detail Agreement that you circled the 'Tier Two CSD Traffic Only' Rate on page 3 and while CCSO will make every attempt to fill your detail requests with CSD's, please note that all vacancies will be opened up for LEO to back-fill at their higher detail rate (as in years past).
2. You mentioned a "hard stop at 10pm" on your 10.31.2024 at 2:32pm email and we will schedule the detail end time for 10pm; however, if there is a traffic back-up, the deputies will need to remain on post until normal traffic operations resume.

If you have any questions, please contact Lt. Lopez, CCSO IMT, 239-252-9342.

Thank you.

SDC Edyie Bird #2306
Collier County Sheriff's Office
Special Details Coordinator
3319 Tamiami Trail East | Naples, FL 34112
Office 239.252.0529 | Fax: 239.252.0965
Mobile 239.285.8062
Edyth.Bird@colliersheriff.org

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Magical Lights | Paradise Coast Sports Complex | November 22, 2024 - January 4, 2025 (Fri/Sat Nights) | Cost Estimate

Date	Tier Two Detail	# CCSO	Start Time	End Time	Hours	Cost Per Hour	Total Cost
Friday, November 22, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Saturday, November 23, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Friday, November 29, 2024	Traffic Post	2	5:30PM	10PM	4.5	$69.63	$626.67
Saturday, November 30, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Friday, December 6, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Saturday, December 7, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Saturday, December 7, 2024	Traffic/Security Post	2	5:30PM	10PM	4.5	$75.23	$677.07
Friday, December 13, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Friday, December 13, 2024	Traffic/Security Post	2	5:30PM	10PM	4.5	$75.23	$677.07
Saturday, December 14, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Saturday, December 14, 2024	Traffic/Security Post	2	5:30PM	10PM	4.5	$75.23	$677.07
Friday, December 20, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Saturday, December 21, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Friday, December 27, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Saturday, December 28, 2024	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Friday, January 3, 2025	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
Saturday, January 4, 2025	Traffic Post	2	5:30PM	10PM	4.5	$58.45	$526.05
						Cost Estimate:	**$9,496.53**

NOTES:

1. Cost Estimate does not include LEO Detail Rate ($75.23 per hour) if LEO are needed to back-fill vacancies
2. Cost Estimate does not include additional time if circumstances require deputies to remain beyond the scheduled detail hours
3. Premium Detail Rate on 11/29/2024
4. Traffic/Security Post on 12/7/2024 and 12/13-14, 2024) are for LEO ONLY due to large overlapping events at PCSC

**updated 11.04.2024*

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AUTHORIZING THE TEMPORARY CLOSING OF A PORTION OF CITY GATE BLVD NORTH FROM NOVEMBER 22, 2024 TO JANUARY 4, 2025, AND DETERMINING THAT THE CLOSURE IS NECESSARY FOR THE MAGIC OF LIGHTS EVENT IN AFFILIATION WITH SPORTS FACILITIES AND THE PARADISE COAST SPORTS COMPLEX.

WHEREAS, Sports Facilities and the Paradise Coast Sports Complex are hosting the Magic of Lights event from November 22, 2024 – January 4, 2025 and seek to temporary close traffic on a portion of City Gate Boulevard North (the Event Map is attached hereto as Exhibit "A" and by reference incorporated herein); and

WHEREAS, the Magic of Lights event requires the temporary closure of a portion of City Gate Boulevard North from 6:00pm-9:00pm Monday–Thursday, and 6:00pm-10:00pm Friday–Sunday, November 22, 2024 through January 4, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY FLORIDA, that:

1. The Board of County Commissioners hereby authorizes the Magic of Lights event from 6:00pm-9:00pm Monday–Thursday, and 6:00pm-10:00pm Friday–Sunday, November 22, 2024 through January 4, 2025.
2. The Board of County Commissioners determines that the temporary closing of a portion of City Gate Boulevard North is necessary for Sports Facilities and the Paradise Coast Sports Complex to host the Magic of Lights event from November 22, 2024 – January 4, 2025.

THIS RESOLUTION ADOPTED after majority vote on this 14th day of January 2025.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, Deputy Clerk

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

1/3/25

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Attachments:

Exhibit "A" – Event Map for Temporary Road Closure

[24-CMD-00191/1873856/1]

CAO

EXHIBIT "A"



CAO

Executive Summary

Recommendation to approve and authorize the removal of uncollectible accounts receivable in the amount of $435.00 from the financial records of the CATT Transit Enhancement Fund (4030) and Transportation Disadvantaged Fund (4033) in accordance with Resolution 2006-252 and authorize the Chair to execute the attached Resolution.

OBJECTIVE: For the Board of County Commissioners (the "Board") to authorize the removal of CATT Transit Enhancement Fund (4030) and Transportation Disadvantaged Fund (4033) past due accounts receivable considered uncollectible, in the amount of $435.00, in order to reflect proper accounts receivable balances in the county financial records.

CONSIDERATIONS: Accounts receivable management includes the periodic recognition of bad debt expenses for accounts that have been identified as uncollectible. Amounts recommended for removal from the accounts receivable include non-sufficient checks that were received for transit system fares.

A review of accounts receivable for the likelihood of collection is required by Resolution 2006-252. After exhausting research and collection efforts, staff has discontinued efforts to collect the list of miscellaneous receivables attached as an exhibit to this Executive Summary. All items requested for removal are now considered uncollectible after diligent efforts have been exhausted. A summary by write-off category for each receivable balance follows.

Reason	4030 CATT Transit Enhancement	4033 Transportation Disadvantaged	Grand Total
MICHAEL TIPTON Non-Sufficient Funds Check 1214	$ 17.50		$ 17.50
VIRGINIA MARTINEZ Non-Sufficient Funds Check 1014	$ 56.50		$ 56.50
MARY F MAINS Non-Sufficient Funds Check 1483	$ 35.00		$ 35.00
MARY F MAINS Non-Sufficient Funds Check 1484	$ 35.00		$ 35.00
THOMAS R. MACCHIA Non-Sufficient Funds Check 814		$ 14.00	$ 14.00
DORAYDA MOLINA Non-Sufficient Funds Check 5679		$ 3.00	$ 3.00
DORAYDA MOLINA Non-Sufficient Funds Check 5680		$ 3.00	$ 3.00
DORAYDA MOLINA Non-Sufficient Funds Check 3859		$ 6.00	$ 6.00
DORAYDA MOLINA Non-Sufficient Funds Check 3864		$ 9.00	$ 9.00
DORAYDA MOLINA Non-Sufficient Funds Check 3865		$ 6.00	$ 6.00
ELISE AND CARL KALTENBACH Non-Sufficient Funds Check 344		$ 3.00	$ 3.00
MARY WILLIAMS Non-Sufficient Funds Check 1081		$ 30.00	$ 30.00
WILLIAM RUTLEDGE Non-Sufficient Funds Check 147		$ 5.00	$ 5.00
SUZANNE M TURNER Non-Sufficient Funds Check 1163		$ 170.00	$170.00
RUTH ROSENBERG Non-Sufficient Funds Check 1021		$ 36.00	$ 36.00
STEPHANIE DEESE Non-Sufficient Funds Check 1236		$ 6.00	$ 6.00
			$435.00

CATT Transit Enhancement (Fund 4030): The $144 balance represents fares collected for the fixed-route service. However, the checks were deemed non-sufficient funds at the time of deposit. These checks were collected between 2016 and 2018, which exceeds the statute of limitations for collection. Letters were sent to the account holders at the time of the delinquency, but no payments were made to resolve the outstanding balance.

Transportation Disadvantaged (Fund 4033): The $291 balance represents fares collected for the paratransit service. However, the checks were deemed non-sufficient funds at the time of deposit. These checks were collected between 2014 and 2024. Letters were sent to the account holders at the time of the delinquency, but no payments were made to resolve the outstanding balance. More recently, attempts were made via a phone call to no success. As a result, active passengers have had the service suspended.

FISCAL IMPACT: Removal of accounts receivable balances will decrease the bad debt expense:

- in the CATT Transit Enhancement Fund (4030) by $144
- in the Transportation Disadvantaged Fund (4033) by $291

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this Executive Summary.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for approval. -JAK

RECOMMENDATIONS: To approve and authorize the removal of uncollectible accounts receivable in the amount of $435 from the financial records of the CATT Transit Enhancement Fund (4030) and Transportation Disadvantaged Fund (4033) in accordance with Resolution 2006-252 and authorize the Chair to execute the attached Resolution.

PREPARED BY: Omar De Leon, Transit Manager, PTNE Division

ATTACHMENTS:
1. Resolution 2006-252
2. RESOLUTION - Uncollectables

RESOLUTION NO. 2006- 252

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, APPROVING PROCEDURES FOR MANAGING MISCELLANIOUS RECEIVABLES

WHEREAS, it is the responsibility of each department to manage the collection of miscellaneous accounts receivable.

WHEREAS, the Independent Auditor's Management Letter prepared by KPMG for the fiscal year ending September 30, 2004 revealed the following system wide deficiency, *"the Board of County Commissioners does not follow-up on delinquent miscellaneous receivables."*

WHEREAS, on February 8, 2006, County Manager James V. Mudd informed the Inspector General of the State of Florida, Ms. Annette C. Kittrell, that a procedure to monitor delinquency and collectabilty of miscellaneous receivables, including a write-off procedure, will be implemented by September 30, 2006.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THAT:

The Board of County Commissioners hereby approves these Procedures for Managing Miscellaneous Receivables.

THIS RESOLUTION is adopted after motion, second, and majority vote favoring adoption this 26th day of September 2006.

ATTEST
DWIGHT E. BROCK, Clerk

By _____
Deputy Clerk
Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Frank Halas, Chairman

Approved as to form and legal sufficiency:

_____
William Mountford, Assistant County Attorney

DRAFT

Procedures for Managing Miscellaneous Receivables

It is the responsibility of each department to manage the collection of their accounts receivable. The following shall be collection procedures for managing miscellaneous receivables. This procedure excludes those areas covered elsewhere by resolution, ordinance, and/or by separate policy.

A. A past-due notice will be sent 30-days after due date.

B. 30-days after the first past due notice is sent (60-days past original due date) a second past due notice will be sent.

C. After a 10-day grace period following the second past due notice (70-days past original due date), the account will be sent to the county's contracted collection agency.

D. When, at any stage during the billing and collection procedure, a notice is returned because the Postal Service can not effectuate delivery, staff shall make reasonable efforts to ascertain the correct mailing address.

E. Nothing contained in this section shall preclude reasonable telephone or other appropriate contact for billing and collection purposes, in accordance with applicable laws.

F. A reasonable and customary payment plan may be made available to all service recipients or reasonable parties. Should the service recipient or reasonable party at any point fail to meet the terms or conditions of the payment plan, the unpaid balance shall be administered in accordance with this section.

G. Prior to the end of each fiscal year, county department directors shall review all past due accounts and approve the discontinuance of collection efforts for those receivables that appear to be uncollectible, and report such accounts to the Board of County Commissioners.

H. The Board may, after reviewing these past due accounts and after finding that diligent efforts at collection have proved unsuccessful, remove these past due accounts from active accounts receivable in accordance with generally accepted accounting procedures and pursuant to law by Resolution.

RESOLUTION NO. 2025-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, TO REMOVE UNCOLLECTIBLE ACCOUNTS RECEIVABLE FROM PUBLIC TRANSIT AND NEIGHBORHOOD EHANCEMENT DIVISION ACTIVE ACCOUNTS RECEIVABLES, FINDING THAT DILIGENT EFFORTS HA VE BEEN MADE TO RECAPTURE THE FUNDS AND THE FUNDS ARE NOT COLLECTIBLE OR OTHERWISE REQUIRE REMOVAL FROM COUNTY FINANCIAL RECORDS.

WHEREAS, pursuant to Resolution No. 2006-252, the Board of County Commissioners (Board) established a procedure to remove past due accounts from active accounts receivable where diligent efforts at collection have proved unsuccessful; and

WHEREAS, the Collier County Public Transit and Neighborhood Enhancement Division has diligently attempted, without success, to collect on past-due accounts totaling $584.46.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA that:

1. The Board finds that the Collier County Public Transit and Neighborhood Enhancement Division has made diligent efforts to collect the total debt amount by researching the balances and reviewing any applicable records for further information.

2. Despite diligent efforts, it is not able to collect the debts but is able to determine that these accounts are uncollectible.

3. The Board finds that the total amount of $584.46 may be removed from active accounts receivable in accordance with generally accepted accounting procedures and pursuant to law.

This Resolution adopted after motion, second and majority vote favoring same, this ____ day of _____ 2024.

ATTEST:
CRYSTAL K. KINZEL, Clerk

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By:_____
Burt Saunders, Chairman

Approved as to form and legality:

_____
Carly Jeanne Sanseverino
Assistant County Attorney

Executive Summary

Recommendation to approve an Agreement for the purchase of right of way (Parcel 1368FEE) required for the Vanderbilt Beach Road Ext – Phase 2 Project (Project No. 60249). Estimated Fiscal Impact: $54,300.

OBJECTIVE: To acquire right of way needed for the Vanderbilt Beach Road Extension – Phase 2 Project 60249 (the "Project").

CONSIDERATIONS: The Project will extend Vanderbilt Beach Road from 16th Street NE to Everglades Boulevard. Collier County is seeking to purchase a fee simple interest in a parcel of right of way, Parcel 1368FEE (the "Parcel"), required for construction of the Project. The improved parent tract is owned by Will Leris, Lourde Vencia Marcelus, and Ginel Mescharles and is located on the north side of 10th Ave NE. The Parcel consists of a strip taking along the rear, northerly boundary of the parent tract and is approximately 0.17 acres in extent. An aerial photograph of the subject property is attached.

The attached appraisal report summary prepared by Carlson, Norris & Associates, dated July 17, 2024, estimates the full compensation amount for the Parcel to be $45,600. The property owner's initial demand was $60,000. The attached Agreement reflects a negotiated compensation amount of $52,800. If this parcel is not acquired by negotiation, it will have to be condemned. Should condemnation become necessary, the County will be required to pay attorney and expert witness fees according to Sections 73.091 and 73.092, Florida Statutes, plus other expenses related to condemnation. The Transportation Engineering Division accordingly recommends approval of the Agreement since a better result is not anticipated if the Parcel is condemned.

This item is consistent with the Collier County strategic plan objective to design and maintain an effective transportation system to reduce traffic congestion and improve the mobility of our residents and visitors.

FISCAL IMPACT: Funds of $54,300 are required, being the negotiated compensation amount of $52,800 and estimated closing and recording fees of $1,500. The primary funding source for the acquisition of right of way is through Road Impact Fee District Funds (3090, 3091, 3092, 3093, 3094, 3095) in the Vanderbilt Beach Road from 16th to Everglades Project (60249). Should impact fees not be sufficient, the secondary funding source will be Transportation Capital Fund (3081) and Road Construction Gas Tax Fund (3083).

No maintenance costs are anticipated until such time as the Project is constructed.

GROWTH MANAGEMENT IMPACT: The recommendation is consistent with the Long-Range Transportation Plan and Objective 1 of the Transportation Element of the Collier County Growth Management Plan to maintain the major roadway system at an acceptable Level of Service.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney's Office. If the County needs to acquire this right of way by eminent domain, the costs of acquisition will be significantly greater than the proposed compensation and could lead to substantial project delays and costs. With that noted, this item is approved as to form and legality and requires majority vote for approval. –DDP.

RECOMMENDATIONS:

1. Approve the attached Agreement and authorize the Chairman to execute same on behalf of the Board;
2. Accept the conveyance of Parcel 1368FEE and authorize the County Manager, or her designee, to record the conveyance instrument in the public records of Collier County, Florida;
3. Authorize the payment of all costs and expenses that Collier County is required to pay under the terms of the Agreement to close the transaction; and
4. Authorize the County Manager or her designee to take the necessary measures to ensure the County's performance in accordance with the terms and conditions of the Agreement.

PREPARED BY: Robin L. Goldsboro, Property Acquisition Specialist II, Right of Way Acquisition, Transportation Engineering Division.

ATTACHMENTS:

1. Appraisal Summary 1368FEE DOV 05.07.24
2. Aerial Exhibit - 1368FEE
3. Purchase and Sale Agreement

Carlson Norris

APPRAISAL REPORT



Project#: 60249

Phase 2

VANDERBILT BEACH ROAD EXTENSION – 1368FEE
2885 10th Avenue NE
Naples, Florida 34120

Prepared For:

Collier County Transportation
Engineering Division
Attention: Lisa Barfield
Review Appraiser
2885 South Horseshoe Drive
Naples, Florida 34104

Prepared By:

Carlson, Norris & Associates
1919 Courtney Drive. Suite 14
Fort Myers, FL 33901
(239) 936-1991
www.carlsonnorris.com

Our File #: 24-139
Purchase Order #: 4500230717

July 17, 2024

Collier County Transportation Engineering Division
Attention: Lisa Barfield
Review Appraiser
2885 South Horseshoe Drive
Naples, Florida 34104

Re: 2885 10th Avenue NE
Naples, Florida 34120
Acquisition Parcel: 1368FEE
Our File Number: 24-139

To Whom it May Concern,

At your request and authorization, Carlson, Norris, and Associates has completed an appraisal presented in an **Appraisal Report** for the recommendation for compensation of the acquired taking area from the subject parcel. The "As Is" recommendation for compensation opinion is made under market conditions prevailing as of May 7, 2024.

The subject parent tract of this appraisal is a 1.14 gross acre site that can be located at 2885 10th Avenue NE in Naples, Florida 34120. The parent parcel is located along the northerly side of 10th Avenue NE with 75 feet of frontage along 10th Avenue NE. The parent parcel is rectangular and contains a total of 1.14 acres or approximately 49,658 square feet +/-. The parcel is improved with a single-family residence that contains approximately 1,494 square feet of net area that was constructed in 2022. There is also 440 square feet of garage area and 143 square feet of open porch area. Site Improvements include landscaping, partial fence, utilities, shed, and asphalt driveway.

The parts taken, parcel 1368FEE is a proposed roadway, drainage, and utility taking which will allow for the extension of Vanderbilt Beach Road. Plans for phase two include a new two-lane roadway with a footprint to allow for a four-lane roadway, or a six-lane roadway if required. The part taken is a 100 feet deep strip of area of the northerly portion or rear of the subject site that is rectangular and contains 7,500 square feet or 0.17 acres. The acquisition area does not contain any vertical improvements, and primarily consists of native vegetation.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. Any special assumptions and limiting considerations were especially noted in Section 7 of this report. Your attention is directed to these General Assumptions and Limiting Conditions which are part of this report.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Based on the analysis contained in the following report, our recommendation for compensation for the acquisition of the 1368FEE taking is concluded as follows:

Compensation Conclusion	1368FEE
Part Taken	
Land	$11,900
Improvements	$0
Total:	$11,900
Damages	$33,700
Cost to Cure	$0
Total Compensation	**$45,600**

Please refer to the attached appraisal report, plus exhibits, for documentation of the value estimates contained herein. It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if Carlson, Norris and Associates can be of further service, please contact us.

Respectfully submitted,

CARLSON, NORRIS & ASSOCIATES

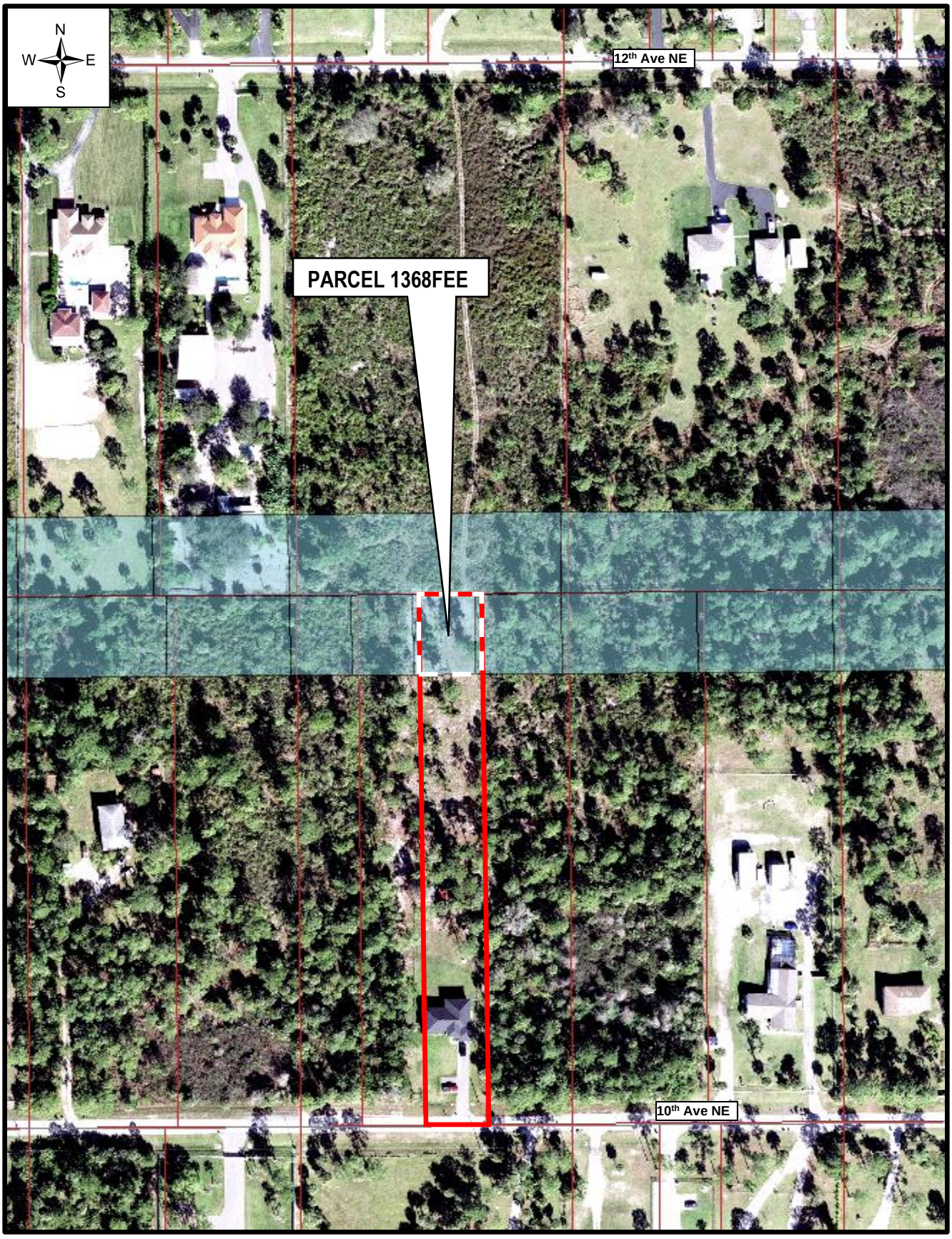


Michael P. Jonas, MAI, AI-GRS, CCIM
State-certified general real estate appraiser RZ2623

Richard C Tyler

Richard C. Tyler
State-certified general real estate appraiser RZ3136

AERIAL – PARCEL 1368FEE
(Vanderbilt Beach Road Extension Phase 2 Project No. 60249)



PROJECT: 60249 - Vanderbilt Beach Road Extension - Phase 2
PARCEL: 1368FEE
FOLIO: 40577040003

PURCHASE AND SALE AGREEMENT

(partial fee simple)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2024, by and **WILL LERIS** and **LOURDE VENCIA MARCELUS**, husband and wife, and **GINEL MESCHARLES**, a single man, whose mailing address is 2885 10th Avenue NE, Naples, Florida 34120 (collectively, "Seller"), and **COLLIER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 3299 Tamiami Trail East, c/o County Attorney's Office, Suite 800, Naples, FL 34112 (the "County").

Recitals:

A. Seller owns certain real property in Collier County, Florida, commonly known as 2885 10th Avenue NE, Naples, Florida 34120 (the "Property"); and

B. The County desires to purchase a portion of Seller's Property as described in Exhibit "A" attached hereto (the "Parcel").

NOW THEREFORE, the parties agree as follows:

1. AGREEMENT TO SELL AND PURCHASE. Seller hereby agrees to sell, and the County hereby agrees to purchase the Parcel on the terms and conditions set forth in this Agreement.

2. COMPENSATION.

A. Amount. The compensation payable by the County for the Parcel shall be **$52,800**, subject to prorations, apportionments, and distribution of sales proceeds provided for in this Agreement. No portion of the compensation is attributable to personal property.

B. Full Compensation. The payment of the net sales proceeds to Seller, payable by County check at Closing (defined below), shall be (i) full compensation for the Parcel, including, without limitation, all improvements located on the Parcel as of the date of this Agreement; and (ii) full and final settlement of all other damages and expenses suffered or incurred by Seller in connection with Seller's conveyance of the Parcel to the County, whether foreseen or unforeseen, including, without limitation, and to the extent applicable, attorneys' fees, expert witness fees and costs as provided for in Chapter 73, Florida Statutes.

3. CLOSING DATE; POSSESSION.

A. Closing Date. Seller's conveyance of the Parcel to the County (the "Closing") shall occur within 30 days of the County's receipt of all properly executed Closing Documents (defined below). TIME IS OF THE ESSENCE. The Closing shall take place at the offices of the County's Transportation Engineering Division, 2885 Horseshoe Drive South, Naples, Florida 34104.

B. No Adverse Changes; Risk of Loss. The County's obligation to close shall be contingent upon the County having determined that, between the date that the County completes its due diligence investigations and inspections under this Agreement and the Closing, there shall have been no adverse changes in the title, physical condition of the Parcel, or other matters previously approved by the County. Between the date of the parties' execution of this Agreement and the Closing, risk of loss shall be borne by Seller. If the Parcel is damaged prior to Closing, excluding damage caused by the County, Seller shall repair and restore the Parcel at Seller's expense.

C. Possession. Seller shall remove Seller's personal property, vacate, and surrender possession of the Parcel to the County at Closing. Seller shall leave the Parcel free of all personal property and debris and in substantially the same condition as exists on the date of Seller's execution of this Agreement. The County shall have the right to inspect the Parcel prior to Closing.

4. CLOSING DOCUMENTS. As soon after the parties' execution of this Agreement as is possible, Seller shall (i) provide the County with a copy of Seller's property survey and title insurance policy for the Property, if any, and (ii) deliver the following documents to the County, properly executed and in a form approved by the Collier County Attorney's Office (the "Closing Documents"):

(a) Warranty Deed;
(b) Closing Statement;
(c) Affidavit of Title;
(d) Form W-9 (Request for Taxpayer Identification Number and Certification);
(e) Evidence of legal authority and capacity of the individual executing this Agreement on behalf of Seller to execute and deliver this Agreement and the Closing Documents;
(f) A Satisfaction, Partial Release, or Termination from the holder of each mortgage or other lien open of record encumbering the Parcel;
(g) A Partial Release or Termination of any leases or rental agreements that encumber the Parcel;
(h) A Termination, Vacation or Subordination of any existing easement that encumbers the Parcel, if required by the County; and
(i) Such other documents as the County or title company deems necessary or appropriate to clear title to the Property.

Following the Closing, Seller shall execute any and all additional documents as may be requested by the County or title company to correct clerical errors, clear title, or otherwise carry out the intent of the parties.

5. CLOSING COSTS AND DEDUCTIONS.

A. County's Closing Costs. At Closing, the County shall pay (i) the recording fees to record the conveyance instrument(s) and any curative instruments required to clear title; and (ii) the cost of an owner's policy of title insurance if the County elects to obtain one. Additionally, the County may elect to pay reasonable costs incurred and/or processing fees required by mortgagees or other lien holders in connection with the delivery of properly executed Satisfaction, Releases, or Terminations of any liens open of record encumbering the Property. The County shall have sole discretion as to what constitutes "reasonable costs and/or processing fees."

B. Seller's Closing Costs. At Closing, Seller shall pay (i) all state documentary stamp taxes required on the conveyance instrument(s) in accordance with Section 201.01, Florida Statutes, unless the Property is acquired under the threat of condemnation, in which case the conveyance is exempt from state documentary stamp taxes; (ii) any apportionment and distribution of the full compensation amount provided for in this Agreement that may be required by any mortgagee, lien holder, or other encumbrance holder as payoff, paydown, or for the protection of its security interest, or as consideration due to any diminution in the value of its property right; (iii) all taxes and assessments that are due and payable; and (iv) the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special assessments (other than CDD/MSTU assessments) which are a lien or a special assessment that is certain as to the identity of the lienor or assessor, the property subject to the lien or special assessment, and the amount of the lien or special assessment. If the Property is located within a Community Development District ("CDD") or Municipal Service or Benefit Taxing Unit ("MSTU"), the County shall assume any outstanding capital balance on the Parcel.

C. Prorations. The following items shall be prorated as of the date of Closing, with the County entitled to the date of Closing: (i) ad valorem taxes based upon the most current assessment available, without discount, provided that if the current year's tax bill is not yet available, but a TRIM Notice has been issued, the ad-valorem taxes shall be prorated based upon the amount set forth therein; (ii) condominium/homeowner

CAO

association assessments (other than those required to be paid in full under subparagraph B of this paragraph), and (iii) CDD/MSTU operating and maintenance assessments.

6. IRRIGATION SYSTEM AND MISCELLANEOUS IMPROVEMENTS.

A. Relocation. Seller agrees to relocate existing irrigation, electrical, or other systems located on the Parcel, if any, including, but not limited to, irrigation lines, sprinkler valves, electrical wiring, etc. ("Systems"), prior to the commencement of construction, without any further notification from the County. Seller assumes full responsibility for the relocation of all Systems and their performance on the remainder property after relocation. Seller holds the County harmless for any and all possible damage to the Systems in the event Seller fails to relocate the Systems prior to the commencement of construction.

B. Retention of Improvements. Seller acknowledges that the County has compensated Seller for the value of all improvements and landscaping ("Improvements") located within the Parcel, and yet the County is willing to permit Seller to salvage said Improvements provided same are removed from the Parcel prior to the commencement of construction. If Seller elects to retain any Improvements located on the Parcel, Seller is responsible for their removal prior to the commencement of construction, without any further notification from the County. All Improvements remaining on the Parcel at the time of commencement of construction shall be deemed abandoned by Seller.

C. This section shall survive Closing and is not deemed satisfied by conveyance of title.

7. INSPECTIONS.

A. Inspections. Following the date of the parties' execution of this Agreement, the County shall have the right, at its sole cost and expense, to conduct whatever investigations and inspections of the Parcel that it deems appropriate, including, without limitation, a title examination, property survey, appraisal, environmental assessments, engineering studies, soil borings, determination of compliance of the Parcel with applicable laws, and the like. Seller shall provide the County with reasonable access to the Parcel to conduct on-site inspections. The County shall promptly repair any damage to the Parcel caused by such on-site inspections.

B. County's Right to Terminate. Notwithstanding anything in this Agreement to the contrary, the County's obligations under this Agreement to purchase the Parcel are contingent upon the County's satisfaction with the Parcel, including, without limitation, as revealed by the County's investigations and inspections as set forth herein. If, prior to the Closing, the County identifies any objectionable matters and determines that such objections cannot be resolved to the County's satisfaction through reasonable diligence, within a reasonable period of time, and at a reasonable cost, all as determined by the County in its sole discretion, the County shall have the right to terminate this Agreement by written notice to Seller, whereupon neither party shall thereafter have any rights or obligations under this Agreement. The County may, but shall not be required to, provide Seller with an opportunity to rectify such objections.

8. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes the following representations and warranties on the date of Seller's execution of this Agreement, and shall be deemed to have repeated same at Closing:

(a) Seller is the sole owner of fee simple title to the Property and has full right, power, and authority to own and operate the Property, to execute this Agreement, and to fulfill Seller's obligations under this Agreement and the Closing Documents.

(b) No tenant or other party has any right or option to acquire the Parcel or to occupy the Parcel, or, if applicable, Seller shall disclose same to the County in the applicable Closing Documents.

(c) Seller's title to the Property is free and clear of all mortgages and other liens and encumbrances, except as may be disclosed in the title commitment, title report, or attorney title opinion obtained or to be obtained prior to the Closing.

(d) Between the date of Seller's execution of this Agreement and the Closing, Seller shall not do anything to encumber the title to the Property, or convey the Parcel to a third party, or grant to any third party any rights of any kind with respect to the Parcel, or do anything to change or permit to be changed the physical condition of the Parcel, without in each instance obtaining the County's prior written consent, which may be granted or withheld in the County's sole discretion.

(e) No maintenance, construction, advertising, management, leasing, employment, service, or other contracts affecting the Parcel shall remain in effect following the Closing.

(f) There are no governmental proceedings or investigations of any kind, formal or informal, civil or criminal, pending or threatened, that may affect the Property or adversely affect Seller's ability to perform Seller's obligations under this Agreement.

(g) The Property is in compliance with all federal, state and local laws, including, without limitation, environmental laws; no unsafe levels of radon, mold, lead, or other pollutants or hazardous substances have been used, generated, stored, treated, or removed from the Property, nor is there any lawsuit, proceeding, or investigation regarding same; the Property has never been used as a landfill, and there are no underground storage tanks on the Property; there has been no spill, contamination, or violation of environmental laws pertaining to any contiguous property; and Seller has not received notice and otherwise has no knowledge of any existing or threatened environmental lien against the Property.

(h) None of the improvements located on the Parcel, if any, encroach upon adjoining properties, and no improvements located on adjoining properties encroach upon the Parcel.

9. DEFAULT; REMEDIES. If either party fails to perform any of its obligations under this Agreement and fails to cure such failure within 15 days after receiving written notice thereof from the non-defaulting party, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of termination to the defaulting party; without limitation of any other rights and remedies available to the non-defaulting party at law or in equity, including, without limitation, the right to seek specific performance, and to recover damages, including attorney fees and court costs, in connection with such default; all rights and remedies being cumulative.

10. INDEMNIFICATION; WAIVER OF CLAIMS. Seller shall indemnify, defend, and hold the County harmless from and against all claims and actions asserted against the County, and all damages, losses, liability, penalties, fines, costs and expenses, including, without limitation, attorney fees and court costs, suffered or incurred by the County, arising from (i) Seller's representations and warranties in this Agreement or in any of the Closing Documents if untrue; or (ii) Seller's failure to perform any of Seller's obligations under this Agreement, irrespective of whether the County delivers a written notice of default to Seller; or (iii) injuries, accidents or other incidents occurring on the Property prior to Closing.

11. NOTICES. All notices given by either party to the other under this Agreement shall be in writing and shall be personally delivered, or delivered by a traceable courier, or mailed by U.S. certified mail, to the parties at their respective addresses set forth in the introductory paragraph of this Agreement, or such other address as may be specified by either party from time to time by written notice to the other party. Notices shall be deemed given on the date of receipt if personally delivered, or delivered by courier, or 3 days after mailing.

12. GENERAL PROVISIONS.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, personal representatives, successors and permitted assigns.

B. Assignment. The parties shall not assign any rights or obligations under this Agreement to a third party without the prior written consent of the other party.

CAO

C. Entire Agreement. This Agreement constitutes the entire agreement of the parties as pertains to the subject matter hereof, and there are no prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

D. Amendments. All amendments to this Agreement must be in writing and signed by both parties.

E. Time Periods. If any deadline or expiration of any time period provided for hereunder falls on a Saturday, Sunday or legal holiday, such deadline or expiration shall be extended to the following business day.

F. Survival. All provisions of this Agreement that are not, or by their nature cannot be, performed prior to the Closing, including, without limitation, Seller's representations, warranties, indemnity obligations, shall survive the Closing.

G. Severability. If any provision of this Agreement is determined to be legally invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

H. No Waiver. No party shall be deemed to have waived its right to enforce any specific provision of this Agreement unless such waiver is in writing. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be construed as a continuing waiver as to future instances or as a waiver of any other provision.

I. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. All disputes arising under this Agreement shall be brought solely in the courts in Collier County, Florida, and the parties hereby agree to said venue.

{Signature Page Follows}

CAO

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, effective as of the date this Agreement is executed by the County.

Date: November 15th, 2024

SELLER:

WILL LERIS

LOURDE VENCIA MARCELUS

GINEL MESCHARLES

Date: _____, 2024

COUNTY: COLLIER

ATTEST:
CRYSTAL K. KINZEL, Clerk of the
Circuit Court & Comptroller

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
BURT L. SANDERS, Chairperson

Approved as to form and legality:

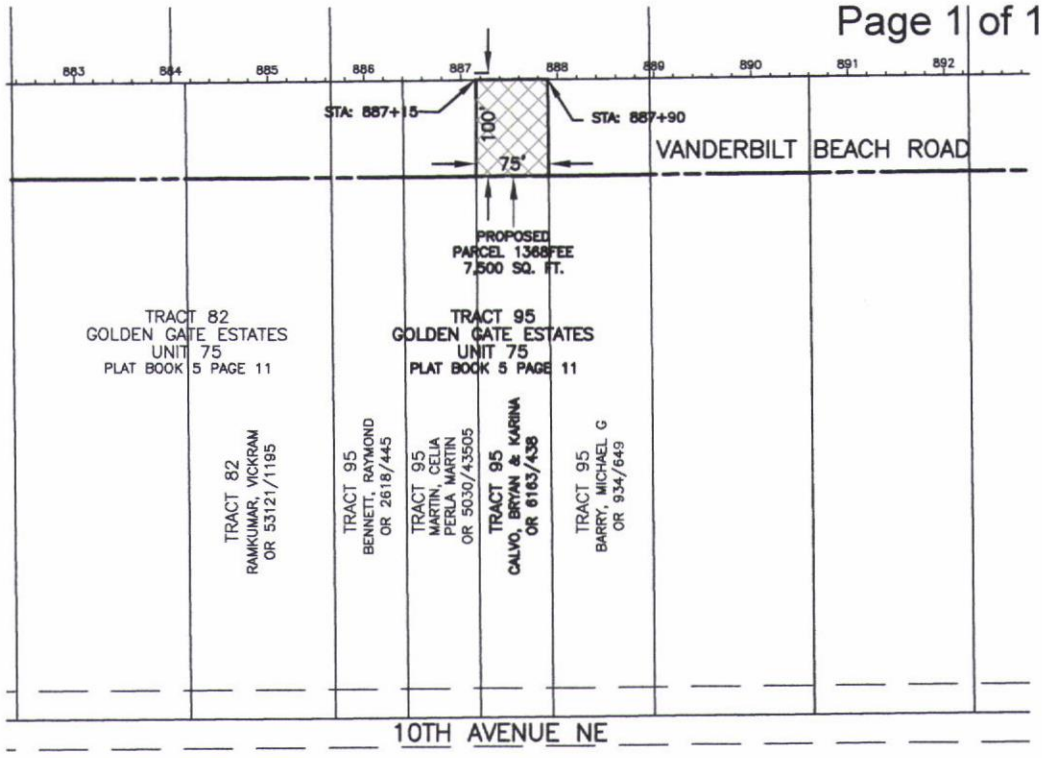
DEREK D. PERRY, ESQ.
Assistant County Attorney

DDP
10/29/24

Last Revised 3/22/23

CAO

EXHIBIT A
Page 1 of 1





SQ.FT. SQUARE FEET
FEE PROPOSED FEE SIMPLE ACQUISITION
OR OFFICIAL RECORDS (BOOK/PAGE)
PROPOSED FEE SIMPLE PARCEL

TE – ROW

DATED/EMAILED : 03/13/2024

LEGAL DESCRIPTION FOR PARCEL 1368FEE

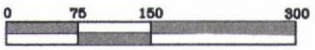
A PORTION OF TRACT 95, GOLDEN GATE ESTATES UNIT 75, AS RECORDED IN PLAT BOOK 5, PAGE 11, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 100 FEET OF THE WEST 75 FEET OF THE EAST 180 FEET OF SAID TRACT 95.

CONTAINING 7,500 SQUARE FEET, ALSO BEING 0.17 ACRES, MORE OR LESS.



Digitally signed by Michael Ward
Date: 2024.03.13 11:20:43 -04'00'



SCALE: 1"=150'

SKETCH & DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

FOR: COLLIER COUNTY GOVERNMENT BOARD OF COUNTY COMMISSIONERS

BY:
MICHAEL A. WARD, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION CERTIFICATE NO. 5301
SIGNING DATE:

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL A WARD, PLS

VANDERBILT BEACH ROAD EXTENSION/PHASE II

SKETCH & DESCRIPTION OF: PROPOSED FEE SIMPLE ACQUISITION

PARCEL 1368FEE

COLLIER COUNTY, FLORIDA

RWA ENGINEERING

6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575 FAX: (239) 597-0578
LB No.: 6952

JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
060119.08.00	00	31	48S	28E	1" = 150'	03/01/24	TAT	SK1368FEE	1 OF 1

CAO

Executive Summary

Recommendation to approve and authorize the Chairman to sign a Landscape Maintenance Agreement with Gulfshore Playhouse, Inc., for landscape, irrigation, and brick pavement improvements within Goodlette-Frank Road, a public right-of-way.

OBJECTIVE: To allow privately maintained beautifying landscaping and irrigation improvements within the County right-of-way.

CONSIDERATIONS: Gulfshore Playhouse Inc. proposes to enhance landscaping, irrigation, and decorative pavement within the Goodlette-Frank right-of-way as depicted in Schedule "A" and following the specifications in Schedule "B." Rights to terminate the Agreement are specified in the amended Agreement.

The Agreement aligns with the Collier County Strategic Plan's Quality of Place Objective to preserve and enhance the character of our community and the Infrastructure and Asset Management Objective to optimize the useful life of all public infrastructure and resources through proper planning and preventative maintenance. Through responsible governance objectives, active community engagement and participation were encouraged through the enhancements and maintenance responsibilities proposed in this agreement.

FISCAL IMPACT: There is no cost to Collier County associated with this proposal. The Gulfshore Playhouse is responsible for all recording fees.

GROWTH MANAGEMENT IMPACT: This recommendation is consistent with the Growth Management Plan, Transportation Element, Objective 1 to maintain the major roadway system at an acceptable Level of Service by implementing improvements as identified in the Annual Update and Inventory Report (AUIR) or by working directly with other responsible jurisdictions to implement needed improvements to their facilities.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for approval. – DDP.

RECOMMENDATIONS: To approve and authorize the Chairman to sign a Landscape Maintenance Agreement with Gulfshore Playhouse Inc., for landscape, irrigation, and brick pavement improvements within the Goodlette-Frank Road public right-of-way.

PREPARED BY: Pamela Lulich, PLA, CPM, Landscape Operations Manager

ATTACHMENTS:

1. Gulfshore Playhouse - LMA11222024-153640

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement is entered into this ___ day of _____, 2024, by and between Collier County, Florida, a political subdivision of the State of Florida whose mailing address is 3299 Tamiami Trail East, Naples, FL 34112 (hereinafter referred to as the "County"), and Gulfshore Playhouse, Inc. whose mailing address is 2640 Golden Gate Parkway, Suite 211, Naples, FL 34105 (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, County is the owner of that certain right-of-way located in Collier County, Florida and known as Goodlette-Frank Road (hereinafter referred to as "Road"); and

WHEREAS, Section I. Planning and Development, of the handbook titled "Collier County Landscape and Irrigation Specifications for Beautification Improvements Within the Public Right-of-Way, Collier County, Florida" (2009), provides as follows:

> *Entities desiring to make landscape improvements within public road right-of-way shall submit plans and documentation consistent with the requirements for a public right-of-way permit. This submission shall be in accordance with the "Construction Standards Handbook for Work within the Public Right-of-Way, Collier County, Florida" (the "Construction Handbook").*
>
> * * *
>
> *Landscaping Permit Within the public rights of way:*
>
> *Improvements to unimproved medians in the right of way: A private owner, Developer or civic or homeowners' association desiring to landscape within a public right-of-way shall submit landscape and irrigation construction documents prepared by a licensed landscape architect for County review. The Permit application shall include three (3) sets of detailed plans indicating the existing right-of-way facilities and the type and location of the proposed plantings, location of electrical and irrigation systems(s). After acceptance of the landscape and irrigation plans, a landscape agreement shall be prepared by the contracting parties and approved by the County attorney's office. (See Appendix for example) The purpose of the landscape agreement is to ensure that the Permittee, or his successors or assign, shall be responsible to maintain such material and irrigation system until removed or unless otherwise specified*; and

WHEREAS, in keeping with the above, the Association has applied for a Landscaping Permit Within the Public Rights-of-Way, and has submitted landscape and irrigation construction documents prepared by a licensed landscape architect for County review. A copy of this Permit and the plans are attached hereto as Schedule "A." The Association shall follow the Collier County Maintenance specifications attached as Schedule "B."

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Subject to the issuance of all necessary Permits, County hereby grants to the Association the right to use those portions of the Road depicted in Schedule "A," for the sole purpose set forth in Schedule "A." The Permits address, among other things, the timing of the work, maintenance of traffic flow during construction, and the permissible lane closures during the time that work is to be performed.

2. The Association agrees to construct and maintain the improvements set forth in Schedule "A" (hereinafter referred to as "Improvements") at its sole cost and expense, until such time as the County executes a release from indemnification as discussed below.

3. Should the Association fail to construct or maintain the Improvements in accordance with Schedule "A" or law, the County may provide notice to the Association in writing, specifying the nature of the deficiency. Within five working days following receipt of such notice, the Association at its sole cost shall cause the appropriate repairs or cure to be effected. In the event damage to, or failure to maintain the Improvements results in a situation where public safety is at risk, (1) the Association shall effect repairs within twenty-four hours of receipt of the County's written notice, or (2) the County may, at its option, effect repairs to the Improvements, without the need for prior notice to the Association, and will promptly bill the Association for all actual costs incurred in effecting the repairs. The Association shall reimburse the County for such costs within thirty days of receipt of the County's bill.

4. The Association, as Indemnitor hereunder, shall indemnify and save harmless the County, as Indemnitee hereunder, including all employees of the County, from any loss or damages Indemnitee may suffer as a result of claims, suits, demands, damages, losses, fines, penalties, interest, expenses, costs, or judgments, including attorneys' fees and costs of litigation, against the County arising out of the Association's use of the Road for the purposes set forth in this Agreement, including the construction and removal of the Improvements. The Indemnitee shall not undertake to settle any lawsuit or threatened lawsuit that could give rise to Indemnitor's obligation hereunder without the prior consent of Indemnitor, such consent to not be unreasonably withheld.

5. The indemnity provided for by this Agreement will extend from the date of this Agreement until such time as the parties hereto acknowledge in writing that the Association has ceased to use the Road for the purposes stated within this Agreement and the Road has been restored as set forth below, at which time, following receipt of the Association's written request, the County will execute a release from indemnification in favor of the Association.

6. Indemnitee agrees to give Indemnitor written notice of any claims filed against the County in connection with this Agreement, within thirty days of the date that County is aware of such claim.

7. Unless terminated as set forth below, this Agreement shall remain in full force and effect in perpetuity from the date first set forth above, and shall be binding upon the parties and all

their successors in interest. The Agreement may be freely terminated as of right by either party, with or without cause, upon written notice to the other. If the Association exercises this right, or if the County exercises this right based upon the Association's substantial breach of this Agreement, then upon written demand by County, the Association, at its sole cost and expense, shall remove the Improvements and will restore the Road to the condition that existed immediately prior to the effective date of this Agreement. If the County exercises this right, or if the Association exercises this right based upon the County's substantial breach of this Agreement, then the County will be responsible for any removal of the Improvements or restoration of the Road. Except for the above, neither party will be liable to the other for any damages or claims resulting from the termination of this Agreement.

8. In the event either party hereto shall institute legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

9. This Agreement may be recorded by the County in the Official Records of Collier County, Florida. The Association shall pay all costs of recording this Agreement prior to the execution of this Agreement. A copy of the Recorded Agreement will be provided to the Association.

10. This Agreement is the entire agreement between the parties, and supersedes all previous oral and written representations, agreements and understandings between the parties. This Agreement shall be governed by the laws of the State of Florida, and may not be altered or amended in any way, save by written agreement signed by both parties.

11. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

12. This Agreement establishes a valid and enforceable covenant running with the land described as: Southwest corner of 1st Avenue South and Goodlette-Frank Road, Naples, FL 34102 of the Public Records of Collier County, Florida, Property Appraiser Parcel No. 14240004043, located at 100 GOODLETTE-FRANK RD. S, NAPLES, FL 34102 (hereinafter "Owner's Property"). Owner hereby acknowledges that the specified Road and Improvements described in this Agreement benefit, touch, and are adjacent to the Owner's Property. This Agreement shall constitute covenants, restrictions, and conditions which shall run with the land and shall be binding upon the Owner's Property and every person or entity having any interest therein at any time and from time to time.

[Signature Page to Follow]

In Witness Whereof, the parties have caused these presents to be executed on the day and date first above written.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

WITNESSES:

Sarah Owen
Witness #1 Signature

Sarah Owen
Witness #1 Printed Name

Mackenzie Caraballo
Witness #2 Signature

Mackenzie Caraballo
Witness #2 Printed Name

ASSOCIATION:
[Gulfshore Playhouse, Inc.]

By: Kristen Coury, President & CEO
[Kristen Coury], [Title]

[Provide Evidence of Signing Authority, e.g., Corporate Resolution or Secretary's Certificate]

Notarial Certificate

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of September, 2024, by Kristen Coury as CEO for Gulfshore Playhouse, who ☒ is personally known or ☐ has produced [type of identification] as identification.

Ashleigh N Jennings
[signature of Notary Public]

Ashleigh N Jennings
[printed name of Notary Public]

[the notary public's official seal]

ASHLEIGH N. JENNINGS
Commission # HH 236325
Expires March 6, 2026

Approved as to form and legality:

DDP
11/22/24
Derek D. Perry
Assistant County Attorney

CAO



Collier County

Schedule 'A'

Date Approved: November 08, 2024

Right-of-Way Permit Number: **PRROW2023073174101**

SDP/AR/PSP Number: 20-SP-16 its a City project with a County ROW

Building Permit Number: N/A

Project Name: Gulfshore Playhouse, Inc. for work within the Goodlette Frank Road

Project Address: **100 Goodlette Frank Rd. South and Southwest corner of 1st Ave. South, Naples FL 34102**

Subdivision: N/A	Lot:	Block:	Unit:	Tract:
Folio No: 14240004043	Section: 3	Township: 50	Range: 25	

Type of Construction: ROW Commercial

Detail: PERMIT MODIFICATION (REVISION) - NOVEMBER 2024 - REV 1: Adding Landscape Maintenance Agreement

Gulfshore Playhouse, Inc. for work within the Goodlette Frank Road Right-of-Way (ROW). The application includes improvements for the construction of a directional median in Goodlette Frank Road (Phase 2) and the removal of existing sidewalk to be replaced with decorative paver brick to align with the City of Naples Linear Park replacement of existing landscaping (Phase 1).

Please refer to Collier County Portal for issuance and expiration dates.

Property Owner:
GULFSHORE PLAYHOUSE INC
2640 GOLDEN GATE PKWY #211
NAPLES, FL 34105
Telephone Number: (212) 721-9834

Contractor:
BLUEWATER OF SOUTH FLORIDA, INC.
534 PRODUCTION BLVD
NAPLES, FL 34104
Telephone Number: (239) 877-0500

Applicant:
Lisa Colburn - Stantec
5801 Pelican Bay Blvd. #300
Naples, FL 34108
Telephone Number: (239) 649-4040 Ext: 6449

1. Work shall be performed in accordance with approved plan, stipulations specified as part of this permit and in accordance with Collier County Ordinance # 09-19 and the "Public Right-of-Way Construction Standards Handbook," latest edition. 2. Applicant declares that prior to filing this application he has ascertained the location of all existing utilities, both aerial and underground. Any changes to any utility shall be the responsibility of the Permittee for all cost. 3. If right-of-way permit is issued in conjunction with a residential building permit, the right-of-way permit expires upon completion of the residential building.	4. If the application is made by any person or firm other than the owner of the property involved, a written consent from the property owner shall be required prior to processing of the application. 5. Approval of this permit does not exempt the permittee from gaining approval from any State, Federal or Local Agencies having jurisdiction over the proposed work. 6. This permit is contingent upon Permittee obtaining necessary rights of entry for construction and maintenance where required right-of-way for public use has not been dedicated and accepted by Collier County.

Condition: All other applicable state or federal permits must be obtained before commencement of the development.

Condition: Inspection Hold - > Revision Inspection Hold. This condition will be resolved once the revision has been issued.

Condition: Stipulation - Before commencement of any excavation, the existing underground utilities in the area affected by the work must be marked by Sunshine One Call, in accordance with State Statute Chapter 556 "Underground Facility Damage Prevention and Safety", after proper notification to them by either calling 811 in Florida or toll free at 1-800-432-4770. Visit www.callsunshine.com for more information. Before commencing excavation for the work, potholing of all potential conflicts must be performed.

CAC

Condition: Stipulation - Sunshine 811 Damage Prevention Guide: Chapter 556, F.S., sets a tolerance zone that extends 24 inches from the outer edge of each side of an underground facility. Locate marks show the approximate location of an underground facility. To be sure where that facility is located, you must expose it using a method below: Hand digging at an angle toward the facility Pot holing Soft digging Vacuum excavation methods Other similar procedures Exposing the facility lets you see the facility size and the clearance you need to maintain during excavation. Digging within the tolerance zone requires special precaution and using mechanized equipment requires a spotter. Within existing pavement, soft digging will be required after removal of pavement associated with a permitted open-cut.

Condition: CO Hold - As Built Drawings are required prior to final inspection for all Commercial ROW permits. The as-built drawings may be submitted through the CityView Portal Conditions Tab - click "Browse" to upload the documents. You must be signed into the CityView Portal as a registered user to upload the document.

Condition: Stipulation - The Road Alert Form shall be completed and returned to the email addresses listed at the top of the form a minimum of five business days prior to any lane closures.

Condition: Informational - Use the form located at https://www.colliercountyfl.gov/home/showdocument?id=105797&t=638403984984558370 to request Permit extensions, cancellations, and changes/withdrawals of Contractors, Subcontractors and Qualifiers. Instructions are provided with the form. Right-of-Way (ROW) and Well permits may only use this process for cancellations. Change/withdrawal of contractor does not apply to self-issued permits. Contact Building Permit Resolution Services at 239-252-2493 for assistance completing the form. Submit the form by clicking the Browse button below.

Condition: Informational - To Extend a ROW Permit upload ROW Application and check Extension Box. Follow link to locate Right-of-Way Form; https://www.colliercountyfl.gov/home/showpublisheddocument/54469/637169203883770000

Condition: Stipulation - Staff understands that the applicant is working to obtain a Landscape Maintenance Agreement (LMA) which requires BCC approval prior to installation of the proposed irrigation associated with this project. Until the BCC approves the LMA, the scope of construction activity is limited to the work on the previously permitted plans. An executed copy of the Landscape Maintenance Agreement shall be provided to the Development Review Division once approved by the BCC.

Please visit the CityView portal located at https://cvportal.colliercountyfl.gov/cityviewweb to schedule the inspections listed below.

Please plan accordingly when scheduling inspections and schedule well in advance of when needed or permit expiration dates.

800 - Right-Of-Way Final Inspections

Disclaimer: Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SEE GENERAL CONDITIONS OF RIGHT-OF-WAY PERMITS

CAC

GULFSHORE PLAYHOUSE - GREEN WAY CORRIDOR

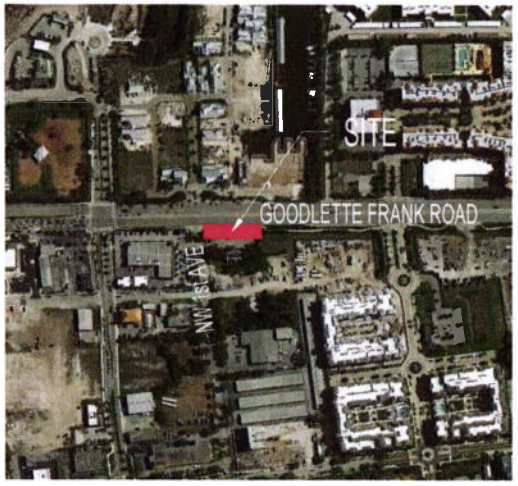
TOWNSHIP 50 SOUTH, RANGE 25 EAST
NAPLES, FL 34112

LANDSCAPE MAINTENANCE AGREEMENT DRAWINGS

ARQUITECTONICA GEO Corp.
LANDSCAPE ARCHITECTS
2900 OAK AVE
MIAMI, FLORIDA 33133
Phone (305)372 1812 Fax (305)372 1175
Website: www.arquitectonicageo.com

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20230731741 Date: 11/8/2024

INDEX OF DRAWINGS		
LANDSCAPE MAINTENANCE AGREEMENT DRAWINGS		
1	SHEET 1	COVER SHEET
2	SHEET 2	LMA LIMITS / EXISTING CONDITIONS / PROPOSED WORK
3	SHEET 3	LANDSCAPE NOTES
4	SHEET 4	LANDSCAPE NOTES
5	SHEET 5	LMA LANDSCAPE PLAN
6	SHEET 6	EXISTING & PROPOSED LANDSCAPE PLAN - TREES
7	SHEET 7	EXISTING & PROPOSED LANDSCAPE PLAN - SHRUBS
8	SHEET 8	LANDSCAPE DETAILS
9	SHEET 9	GREEN WAY CORRIDOR IRRIGATION PLAN
10	SHEET 10	IRRIGATION LEGEND & SYSTEM OVERVIEW



H3

GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO
BESPOKE LANDSCAPES

GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

DRAWING NAME: COVER SHEET

NORTH: N

SCALE: N.T.S.

SHEET: 1 of 10



EXISTING CONDITIONS WITHIN RIGHT OF WAY

1. LANDSCAPE ARCHITECT, HEREINAFTER REFERRED TO AS (LA), IDENTIFIED, QUANTIFIED, LOCATED AND HAS RECORDED TO SCALE, ALL ABOVE GROUND VISIBLE EXISTING CONDITIONS WITHIN THE SUBJECT RIGHT OF WAY ON THE ATTACHED DRAWING DOCUMENTS, ATTACHMENT "A' HEREWITH. THESE DRAWINGS PROVIDE A CURRENT RECORD OF EXISTING CONDITIONS AT THIS TIME, AND WILL CONFIRM AND CERTIFY EXISTING LANDSCAPE PLANTING AND IRRIGATION IMPROVEMENTS PROPOSED TO REMAIN UNDISTURBED WITHIN THE PUBLIC RIGHT OF WAY ARIN COMPLIANCE WITH ORDINANCES, STANDARDS, AND OTHER REQUIREMENTS AND STANDARDS ESTABLISHED BY COLLIER COUNTY, F.D.O.T AND OTHERS WITH REGULATORY AUTHORITY WITHIN THE PUBLIC RIGHTOF WAY.

2. THESE DRAWING DOCUMENTS WERE PREPARED IN ACCORDANCE WITH AND INCLUDE INFORMATION AND DATA, AND HAVE BEEN PREPARED IN ACCORDANCE WITH COLLIER COUNTY ,FL. ROAD MAINTENANCE DIVISION, LANDSCAPE MAINTENANCE AGREEMENT.
LAND DEVELOPMENT CODE Section 4.06.01 D SITE DISTANCE TRIANGLES, F.D.O.T DESIGN STANDARDS, LANDSCAPE AND IRRIGATION SPECIFICATIONS FOR BEAUTIFICATION IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY, AND COLLIER COUNTY, FLORIDA CONSTRUCTION STANDARDS HANDBOOK FOR WORK WITHIN THE PUBLIC RIGHT-OF WAY.
FURTHERMORE, THESE DRAWINGS INCLUDE ALL PERTINENT DATA FOR LANDSCAPE AND IRRIGATION DESIGN REVIEW AND PERMITTING WITHIN THE PUBLIC RIGHT-OF-WAY.

PROPOSED WORK WITHIN THE RIGHT OF WAY

PLANT INSTALLATION, MULCHING, & RELATED INCIDENTAL IRRIGATION WORK WITHIN EXISTING PLANTED BEDS

PROPOSED WORK INCLUDES INSTALLATION OF TWO PALMS, 11 SHADE TREES, SHRUBS, GROUND COVER, FERTILIZER, AND MULCH.

THE RIGHT OF WAY LANDSCAPE AREA PROPOSED IRRIGATION SYSTEM TO BE CONNECTED TO THE GULFSHORE PLAYHOUSE BUILDING IRRIGATION SYSTEM WITH MASTER PERMIT NUMBER PRNR2107067.

PERFORM LANDSCAPE MAINTENANCE IN PERPETUITY

DRAWINGS ATTACHED HEREWITH DEFINE THE TYPES AND LOCATIONS OF LANDSCAPE MATERIALS, AND DEFINES THE LIMITS WITHIN THE RIGHT OF WAY GOODLETTE FRANK ROAD IS RESPONSIBLE TO MAINTAIN IN ACCORDANCE WITH SCHEDULE "B" MAINTENANCE SPECIFICATIONS.

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20230731741 Date: 11/8/2024

H3 GOODLETTE-FRANK GREENWAY CORRIDOR Gulfshore Playhouse, Inc. Township 50 South, Range 25 East, City of Naples, Collier County, Florida ARQUITECTONICA GEO RESILIENT LANDSCAPES	GOODLETTE-FRANK GREENWAY CORRIDOR PERMIT PLANS L.M.A LANDSCAPE MAINTENANCE AGREEMENT COLLIER COUNTY, FLORIDA	DRAWING NAME: LMA LIMITS / EXISTING CONDITIONS / PROPOSED WORK	NORTH: N	SCALE: N.T.S	SHEET: 2 of 10

CAO

GENERAL GRADING NOTES

1. All terraced step information is intended for aesthetic purposes and to show relationship only. For detailed grading information see Civil Engineers drawings.

2. Rough grading and site preparation shall be completed for review by Landscape Architect / or owners representative prior to final grading.

3. Roadway grading and transition areas to be reviewed and approved by Civil / Traffic Engineer.

4. Grading and calculations for retention areas to be provided by Civil Engineers.

5. Contractor shall not substantially modify grading plan without the approval of designer. All site aesthetic grading is subject to review and approval of the landscape architect or owner's representative.

GENERAL NOTES LANDSCAPE

1. The locations of all site amenities are approximate and may be adjusted in the field with owner and/or their representatives approval. See plans for locations of fixed amenities.

2. The locations of plants, as shown in these plans, are approximate. The final locations may be adjusted to accommodate unforeseen field conditions to comply with safety criteria, to avoid creating unsafe sight conditions, or as otherwise directed by or approved by the landscape architect or owner's representative.

3. All dimensions shall be verified in the field prior to construction. Written dimensions shall take precedence over scaled drawings.

4. If a discrepancy should arise between layout geometry and design intent, design intent shall take precedence.
5. Refer to Landscape Plans for Paving Materials , Landscape Features.
6. Refer to Civil drawings for grading.
7. Refer to Electrical drawings for Layout of Exit signs.
8. The Contractor shall be responsible for verifying all underground utilities prior to digging in any area. The contractor shall notify all necessary utility companies 48 hours minimum prior to digging for verification of all underground utilities, irrigation and all other obstructions and coordinate with Owner's Representative prior to initiating operations. Drawings are prepared according to the best information available at the time of preparing documents.

9. The contractor is responsible to ensure proper watering and maintenance of new and relocated plant materials during the one year warranty period.

10. Contractor is to report any discrepancies between the construction drawings and field conditions to the Owner's Representative immediately.

11. Landscape Contractor shall coordinate all work with related contractors and with the general construction of the project in order not to impede the progress of the work of others or the contractor's own work. Landscape contractor shall provide schedule of his/her work two weeks in advance, beginning two weeks prior to commencing landscape trade construction.

12. The location of the landscape holding area will be identified by the Owner or Owner's Representative. The Contractor shall adhere to the access routes to and from the holding area without disrupting or impeding access to the site by others. Contractor is responsible for the maintenance of all plant materials, including temporary irrigation and fertilization if necessary during construction, while being held in landscape holding areas.

13. The Contractor shall bear all costs of testing of soils, amendments, etc. associated with the work and included in the specifications. Prior to commencement of the landscape planting work the Contractor shall provide complete soil tests with recommendations for soil treatment in the construction area.

14. Landscape Contractor shall field stake the location of all plant material or field stake the plants prior to initiating installation for the review and approval of the Owner's representative and/or Landscape Architect. Note: **No planting shall commence until there is a functional irrigation system in the area to be planted. No trees shall be planted on top of irrigation lines.**

15. Landscape Contractor shall field adjust location of plant material as necessary to avoid damage to all existing underground utilities and/ or existing above ground elements. All changes required shall be completed at the Contractor's expense and shall be coordinated with Owner's Representative and the Landscape Architect.

16. Any substitutions in size and/or plant species must be approved by the Landscape Architect or Owner's Representative prior to modification of the contract, purchasing and delivery of plants. All plants will be subject to approval by Landscape Architect and/or Owner's Representative before planting can begin. All plant materials will not include any plants considered to be invasive by the City of Naples and Collier County.

17. Contractor shall refer to the landscape planting details, general notes and the project manual and/or specifications for further and complete landscape planting instructions.

18. Landscape Contractor shall coordinate all planting work with permanent or temporary irrigation work. Landscape Contractor shall be responsible for all hand watering as required by Owner's Representative to supplement irrigation watering and rainfall. Landscape Contractor shall be responsible for hand watering in all planting areas, regardless of the status of existing or proposed irrigation.

19. Landscape Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be collected and deposited off-site or in an approved disposal area daily. All materials, products and equipment shall be stored in an organized fashion as directed by the Owner's Representative.

20. Landscape Contractor shall re-grade all areas disturbed by plant removal, relocation and/or installation work. Landscape Contractor shall replace (by equal size and quality) any and all existing or new plant material disturbed or damaged by plant removal, relocation, and/or installation work.

21. Site distance concerns must be maintained for clear site visibility from thirty (30) inches to seventy-two (72) inches, tree trunks are excluded as specified in appropriate municipal codes.

22. Guying / staking practices shall not permit nails, screws, wires, etc., to penetrate outer surface of any tree or palm. Trees or palms rejected due to this practice shall be replaced at the Contractor's expense.

23. Burlap material, wire cages, plastic straps, etc., must be cut and removed from top one-third (1/3) of root ball.

24. Trees grown in grow bags or grow bag type material are not allowed.

25. All planting materials shall meet or exceed local requirements as specified by local plant standards.

26. All landscape installations shall meet or exceed the minimum requirements as shown in appropriate municipal codes.

27. The Contractor shall be responsible for the guarantee of all plant material for a period of twelve (12) months from the date of substantial completion. Substantial completion constitutes the beginning of guarantee period.

28. Plant size specifications take precedence over container size.

29. Contractor to verify quantities and report any discrepancies to Owners representative and/or Landscape Architect.

30. All plant material shall be graded Florida #1 or better. Unless otherwise noted.

SOIL PREPARATION AND SOIL MIX

1. All plants noted for removal shall be removed and properly disposed of offsite at contractors expense unless otherwise noted.

2. Before replacing topsoil, rake subsoil clear of stones (1" diameter and larger), debris, rubbish, and remaining roots from removed plant material.

3. Holes should be dug and the sides and bottom of the hole should be stable, regardless of depth. Soil scarification is unnecessary if the hole is properly dug and the surrounding area left uncompacted.

4. Contractor to apply approved pre-emergent herbicide in accordance with manufacturer's rate and specifications. Contractors to provide manufacturer's specifications for approval.

5. Planting soil mix for planters, trees, shrubs, and ground cover & grasses shall consist of a thoroughly blended mixture of:

a. Palms
   45% D.O.T sand #70 (coarse)
   20% Bark chips compost
   Dolomite (10 lbs/yd)
   Leonards minors (4 lbs./yd)

b. Trees/Shrubs/Groundcover
   25% D.O.T sand #70 (coarse)
   20% Bark chips compost
   Dolomite (10 lbs/yd)
   Leonards minors (4 lbs/yd)
   6-12-14 (5 lbs/yd)

The planting soil mix should be what comes out of the hole so the plant adapts to the surrounding/existing soil and grows into it. This is why the sides and the bottom of the planting hole should never be compacted with the digging implements. Never fertilize newly planted plants and trees. Please note that peat moss will eventually decompose and clog soil pores thereby inhibiting the plants water and oxygen consumption.

6. Topsoil shall be natural, fertile, agricultural soil capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, with admixture of subsoil, it shall be free of stones, lumps, live plants and their roots, sticks, and other extraneous material. Top soil brought in should match as well as possible the existing soil texture and Ph. Planted material should never be "mounded" or raised; the soil will eventually wash away exposing the roots and it will be difficult to establish the plant material due to drought and excessive soil transpiration. All plant/tree material should be installed with the root collar exposed. Landscaper should find the uppermost lateral root and plant that just below the soil surface.

7. Smooth topsoil mixture to two inches (2") below finish grade areas to be sodded without compaction.

8. Finish grade all topsoil areas to a smooth non-compacted, even surface assuring positive drainage away from the structures and eliminate any low areas which may collect water.

9. Contractor to remove debris and excess material immediately from job site while keeping in mind that heavy equipment will compact soil to the detriment of water drainage and the health of the newly installed plants.

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20230731741 Date: 11/8/2024

H3
GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO
RESILIENT LANDSCAPES

GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

DRAWING NAME:
LANDSCAPE NOTES

NORTH: N

SCALE: N.T.S

SHEET: 3 of 10

PLANTING SPECIFICATIONS

1. The contractor is responsible for maintaining, in full, all planting areas (including watering, spraying, mulching, mowing, fertilizing, etc.) Until the job is accepted, in full, by the owner, its representative and Landscape Architect.

2. All plant material shall be protected during transport and delivery to final location with shade cloth or other acceptable means of windburn prevention. Plant/tree material shall conform to Florida # 1 as described in Florida grades & standards, the lastest issue.

3. All trees must be guyed or staked as shown in details. When plant material is delivered onsite, it shall not be laid down for more than two hours. Plant material when stored onsite shall be placed and maintained in a vertical position.

4. Installation of all plant material shall be installed in a sound, workmanlike manner and according to accepted good planting and tree relocation procedures with the quality of plant materials as hereinafter described. All elements of landscaping shall be installed so as to meet all applicable ordinances and code requirements.

5. There shall be no chains or cables used on trees or palms, handle with 2' minimum width nylon straps or equal.

6. Contractor shall assure drainage and percolation of all planting pits. Prior to installation of plant material, contractor shall fill all tree pits with water before planting to assure that proper drainage and percolation is available. Correct if required to assure percolation. Contractor is responsible for replacement of all plants lost due to inadequate drainage conditions. Plant/tree material that has bark scraped off due to shipping, handling, and installation issues may be rejected upon inspection of the L.A.

7. Contractor to request inspection of project in writing. If all work is satisfactory and complete in accordance with conditions of contract documents, then the owner, its representative, and landscape architect shall declare the project substantially complete.

8. Substantial completion constitutes the beginning of guarantee period.

9. Contractor to replace rejected plant within two (2) weeks of notice.

10. All crown pruning shall be done in accordance with national arborist association standards or palm pruning in accordance with city standards.

APPLICABLE CODES

-FLORIDA BUILDING CODE 2017 (WITH SUPPLEMENTS).
-FLORIDA FIRE PREVENTION CODE 5TH EDITION
-NFPA 1 & NFPA 101, 2012 EDITIONS W/ FLORIDA CHANGES.
-REFERENCE: FAC 69A-3.012 FOR OTHER ADAPTED NFPA STANDARDS
-CITY OF NAPLES CODE OF ORDINANCES.
-AMERICANS WITH DISABILITIES ACT (ADA), 2010 EDITION.

SYMBOLS

NORTH ARROW

SECTION KEY — DETAIL NO. / SHEET NO.

ELEVATION REFERENCE KEY — SHEET NO. / DETAIL NO.

ENLARGED PLAN AND DETAIL REFERENCE KEY — DETAIL NO. / SHEET NO.

SHEET DETAIL REFERENCE KEY — TREE PLANTING DETAIL — DETAIL TITLE / SCALE / DETAIL NO.

TREE REFERENCE KEY — SPECIE / QUANTITY

HARDSCAPE PRODUCT REFERENCE KEY — HARDSCAPE PRODUCT KEY

LEVEL MARK - PLANS — +8.0 NGVD

ABBREVIATIONS:

AFF = ABOVE FINISH FLOOR
FFL = FINISH FLOOR
TOS = TOP OF STRUCTURAL SLAB
BOC=BOTTOM OF CURB
TOC= TOP OF CURB
T.W.= TOP OF WALL

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20230731741 **Date: 11/8/2024**

H3 GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO

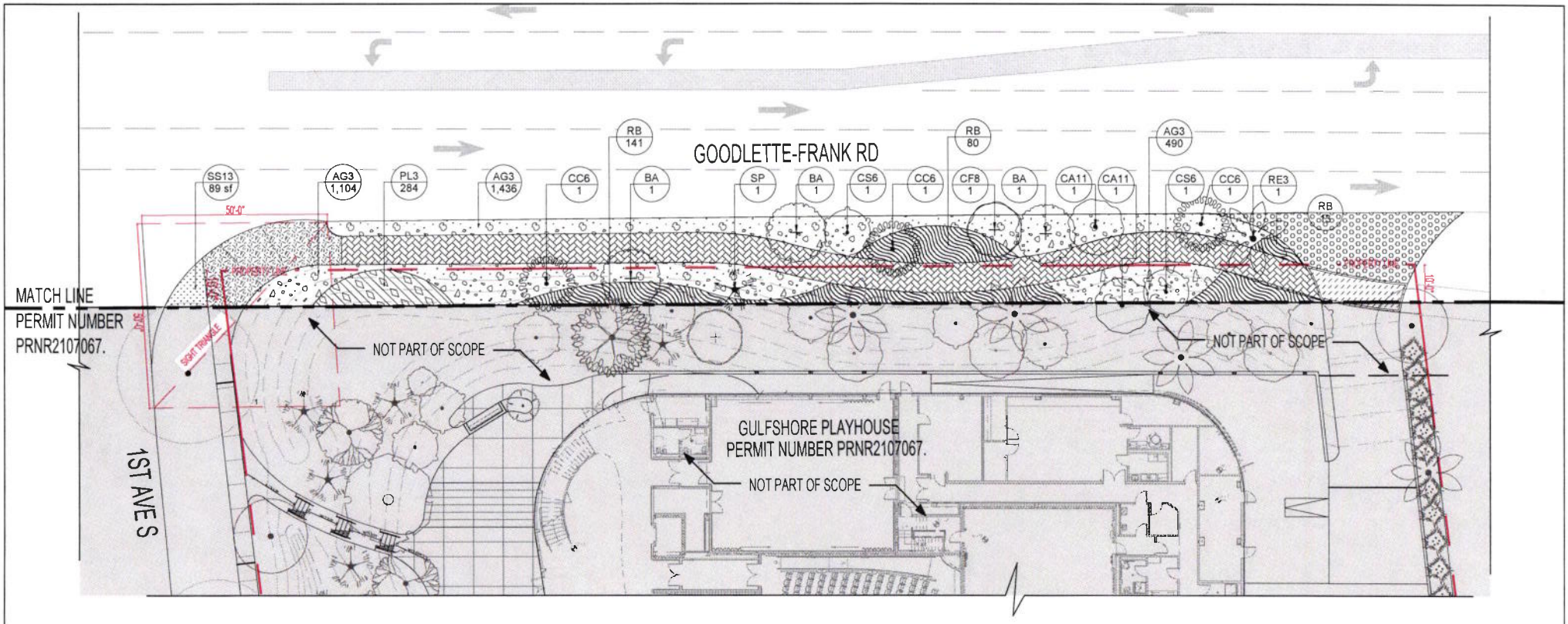
GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

DRAWING NAME: LANDSCAPE NOTES

NORTH: N

SCALE: N.T.S

SHEET: 4 of 10



PLANT SCHEDULE GREEN WAY CORRIDOR

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	NATIVE	DBH	CLEAR TRUNK
TREES									
	BA	3	Bulnesia arborea	Verawood	15`	8`	No	4"	5` CT
	CS6	2	Calliandra surinamensis	Pink Powderpuff	12` OA	6`-8`		2" minimum	4`
	CF8	1	Cassia fistula	Golden Shower	15`	6`	No	3"	4`
	CA11	2	Clusia rosea	Autograph Tree	15`OA	9`	yes	3" Minimum	4`
	RE3	1	Roystonea elata	Florida Royal Palm	15`OA				Yes
	CC6	3	Senna surattensis	Cassia	12`-14`	5`-6`	No	2" minimum	4`
PALM TREES									
	SP	1	Sabal palmetto	Cabbage Palmetto	15`OA		yes		

SHRUBS AND GROUNDCOVERS SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPREAD	SPACING
SHRUB AREAS								
	RB	276	Ruellia brittoniana	Ruellia	3 gal	2`-3`		24" o.c.
GROUND COVERS								
	AG3	2,945	Arachis glabrata	Perennial Peanut	1g	10"	yes	12" o.c.
	PL3	284	Pentas lanceolata	Star Cluster	1 gal	10"		12" o.c.
	SS13	89 sf	Stenotaphrum secundatum	St. Augustine Grass	sod			

NOTES:

1. GULFSHORE PLAYHOUSE IS RESPONSIBLE FOR THE MAINTENANCE OF THE BRICK PAVERS AND MEETING ADA CODES AND STANDARDS.

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20230731741 Date: 11/8/2024

H3
GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO
RESILIENT LANDSCAPES

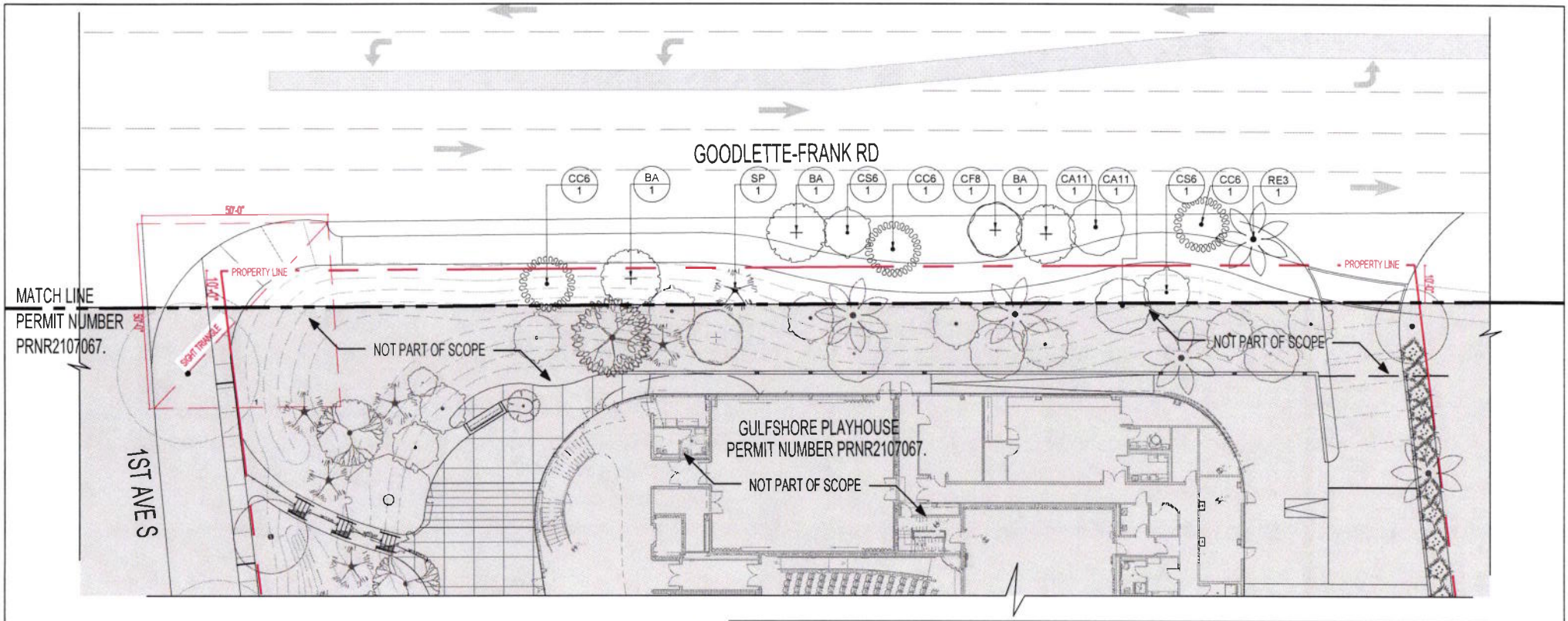
GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

DRAWING NAME: L.M.A LANDSCAPE PLAN

NORTH: N

SCALE: 1" : 40'

SHEET: 5 of 10



Collier County

Reviewed and Approved For:

Right of Way (ROW)

PRROW20230731741 Date: 11/8/2024

PLANT SCHEDULE GREEN WAY CORRIDOR

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	NATIVE	DBH	CLEAR TRUNK
TREES									
	BA	3	Bulnesia arborea	Verawood	15`	8`	No	4"	5` CT
	CS6	2	Calliandra surinamensis	Pink Powderpuff	12` OA	6`-8`		2" minimum	4`
	CF8	1	Cassia fistula	Golden Shower	15`	6`	No	3"	4`
	CA11	2	Clusia rosea	Autograph Tree	15`OA	9`	yes	3" Minimum	4`
	RE3	1	Roystonea elata	Florida Royal Palm	15`OA				Yes
	CC6	3	Senna surattensis	Cassia	12`-14`	5`-6`	No	2" minimum	4`
PALM TREES									
	SP	1	Sabal palmetto	Cabbage Palmetto	15`OA		yes		

H3

GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO
RESILIENT LANDSCAPES

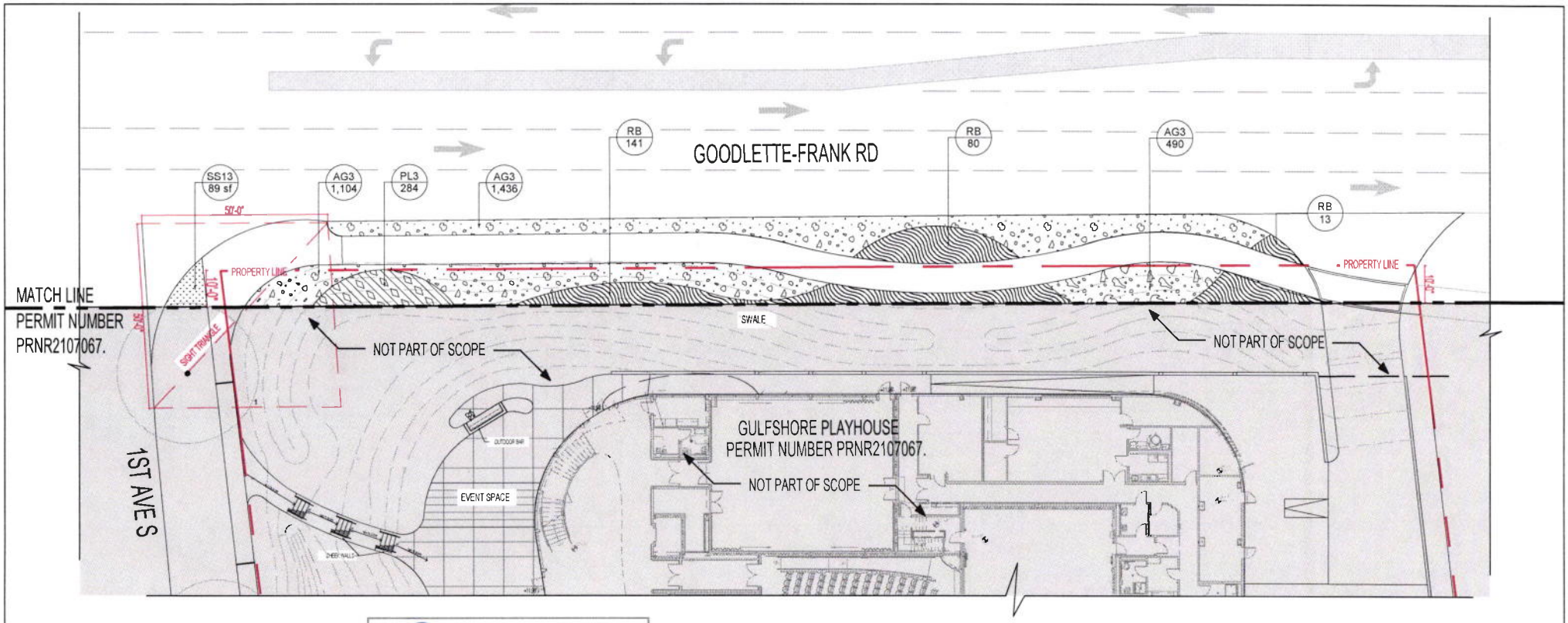
GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

DRAWING NAME:
EXISTING & PROPOSED
LANDSCAPE PLAN - TREES

NORTH: N

SCALE: 1" : 40'

SHEET: 6 of 10



Collier County

Reviewed and Approved For:

Right of Way (ROW)

PRROW20230731741 **Date:** 11/8/2024

SHRUBS AND GROUNDCOVERS SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPREAD	SPACING
SHRUB AREAS								
	RB	276	Ruellia brittoniana	Ruellia	3 gal	2`-3`		24" o.c.
GROUND COVERS								
	AG3	2,945	Arachis glabrata	Perennial Peanut	1g	10"	yes	12" o.c.
	PL3	284	Pentas lanceolata	Star Cluster	1 gal	10"		12" o.c.
	SS13	89 sf	Stenotaphrum secundatum	St. Augustine Grass	sod			

H3

GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO
RESILIENT LANDSCAPES

GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

DRAWING NAME:
EXISTING & PROPOSED LANDSCAPE PLAN - SHRUBS

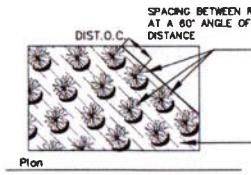
NORTH: N

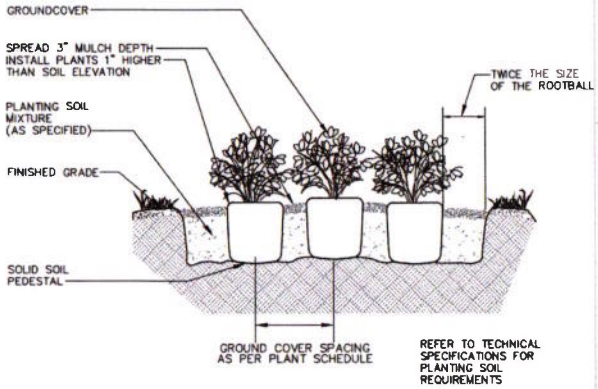
SCALE: 1" : 40'

SHEET: 7 of 10

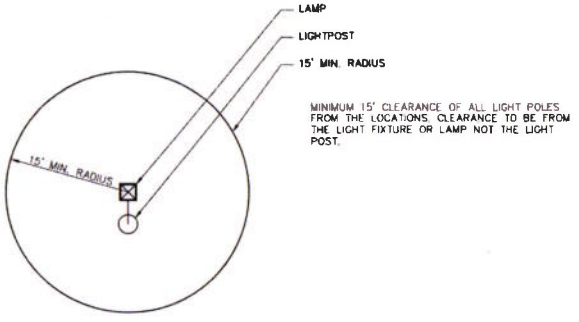
Collier County

Reviewed and Approved For:
Right of Way (ROW)
PRROW20230731741 Date: 11/8/2024

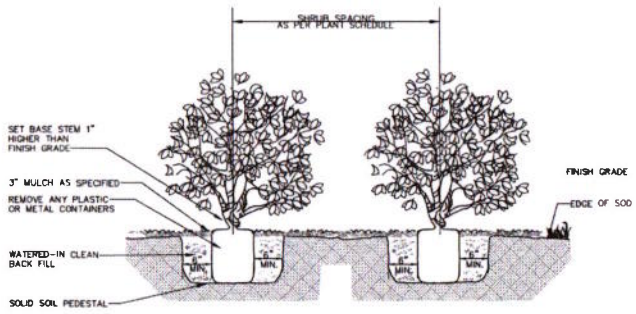




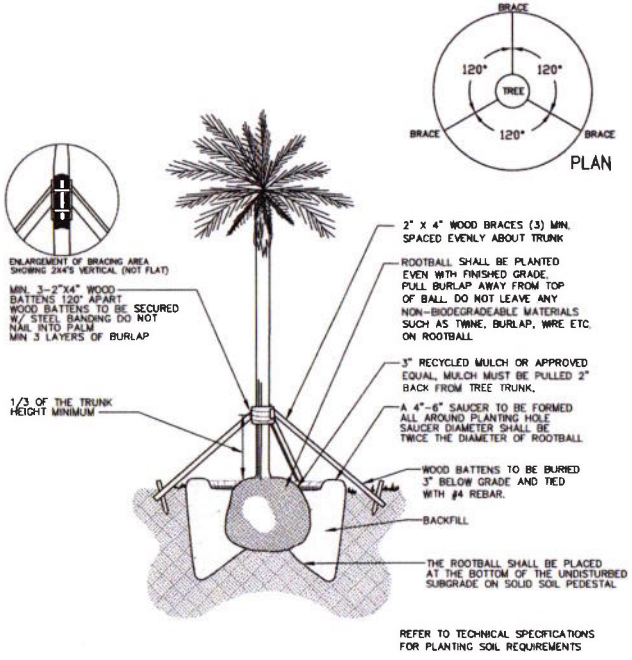
6 GROUNDCOVER PLANTING
SCALE: NTS



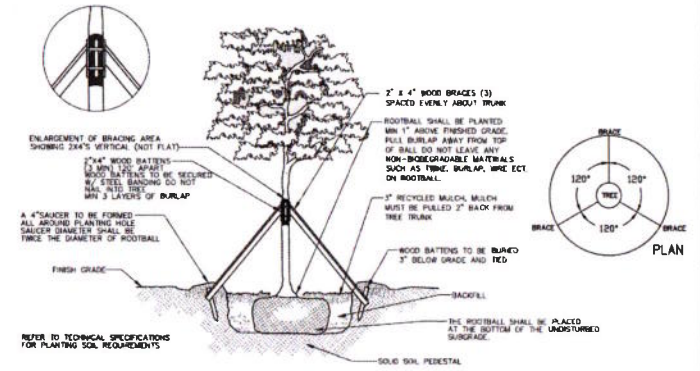
7 TREE VS LIGHT POLE
SCALE: NTS



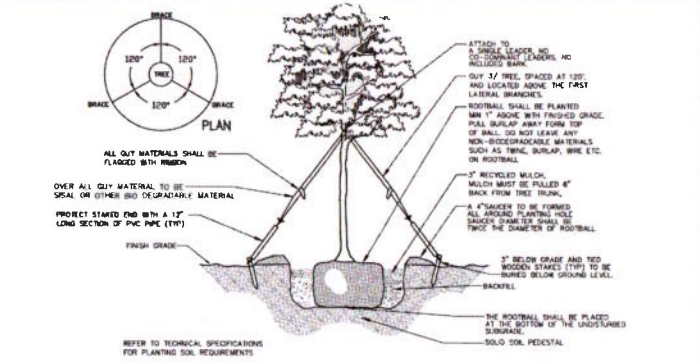
4 SHRUB PLANTING
SCALE: NTS



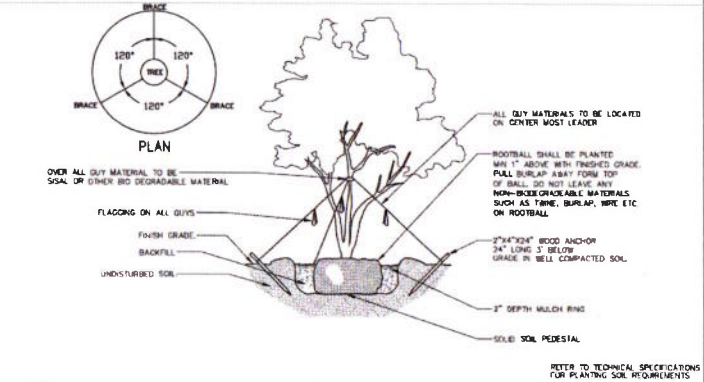
5 PALM PLANTING
SCALE: NTS



1 LARGE TREE PLANTING
SCALE: NTS



2 SMALL TREE PLANTING
SCALE: NTS



3 MULTI-TRUNK TREE PLANTING
SCALE: NTS

Page 237 of 640

H3

GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO
RESILIENT LANDSCAPES

GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

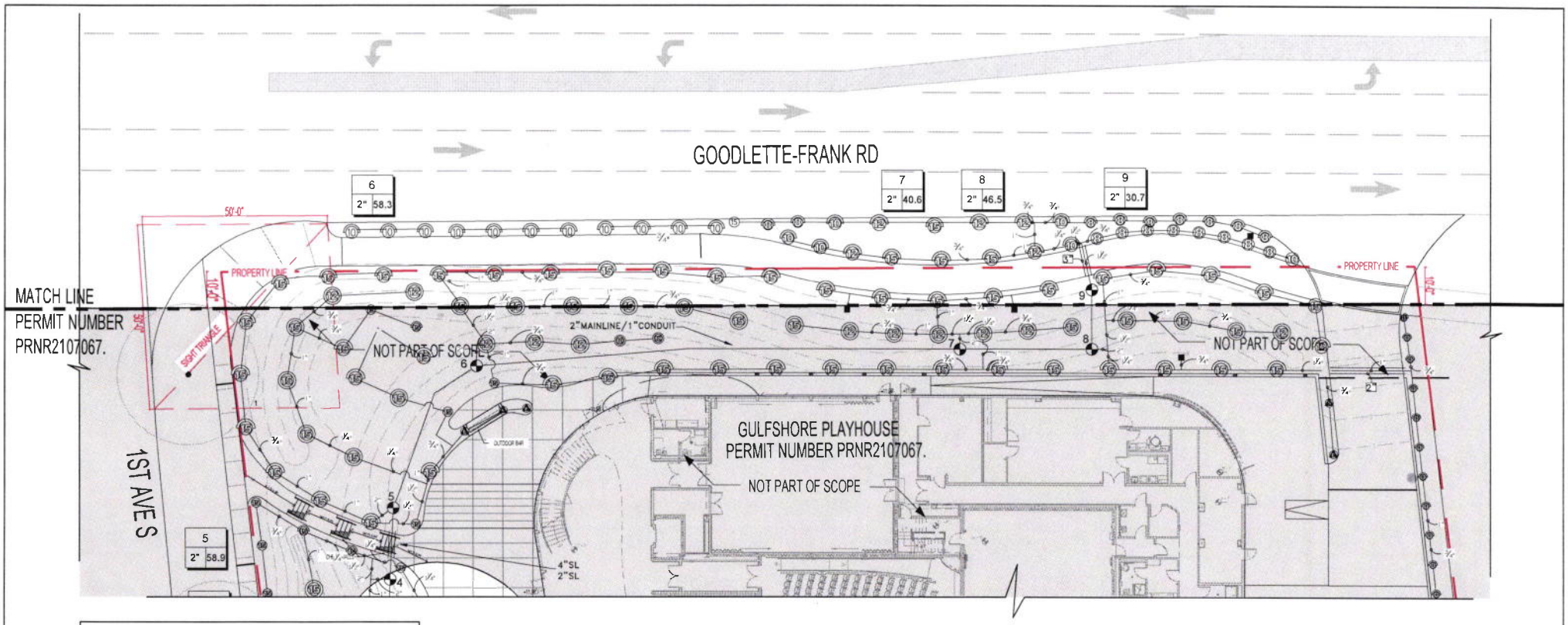
DRAWING NAME: PLANTING DETAILS

NORTH: N

SCALE: N.T.S.

SHEET: 8 of 10

CAO



NOTE:
THE RIGHT-OF-AWAY LANDSCAPE AREA PROPOSED IRRIGATION SYSTEM TO BE CONNECTED TO THE GULFSHORE PLAYHOUSE BUILDING IRRIGATION SYSTEM WITH MASTER PERMIT NUMBER PRNR2107067.

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20230731741 **Date: 11/8/2024**

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Hunter ICV-G 1", 1-1/2", 2", and 3" Plastic Electric Remote Control Valves, Globe Configuration, with NPT Threaded Inlet/Outlet, for Commercial/Municipal Use.
BF	Febco 825Y 2" Reduced Pressure Backflow Preventer Provided by Plumber
C2	Hunter PC-400 with (02) PCM-300 Light Commercial & Residential Controller, 10-station expanded module controller, 120 VAC, Outdoor model
RS	Hunter MINI-CLIK Rain Sensor, mount as noted
M	Water Meter 2" 2" Irrigation Water Meter
	Irrigation Lateral Line: PVC Schedule 40
	Irrigation Mainline: PVC Schedule 40 PVC Schedule 40 irrigation pipe.
	Pipe Sleeve: PVC Schedule 40 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.

Valve Callout
— Valve Number
#" # — Valve Flow / Valve Size

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
④ ⑥ ⑧ ⑩ ⑫ ⑮ ⑰	Hunter PROS-06 adjustable arc Turf Spray, 6.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	30
ES LCS RCS CS SS	Hunter PROS-12 5' strip spray Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	30
Q T H F	Hunter PROS-12 8' radius Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	30
Q T H F	Hunter PROS-12 10' radius Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	30
Q T H TT TQ F	Hunter PROS-12 12' radius Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	30
Q T H TT TQ F	Hunter PROS-12 15' radius Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	30
④ ⑥ ⑧ ⑩ ⑫ ⑮ ⑰	Hunter PROS-12 Adjustable Arc Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	30
25 50 10 20	Hunter AFB Adjustable Flow Bubbler, 1/2" FIPT, stainless steel screw adjustment.	30

H3
GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO
LANDSCAPES

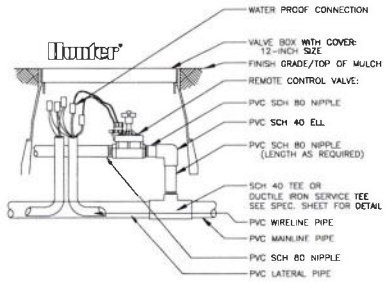
GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

DRAWING NAME:
GREEN WAY CORRIDOR
IRRIGATION PLAN

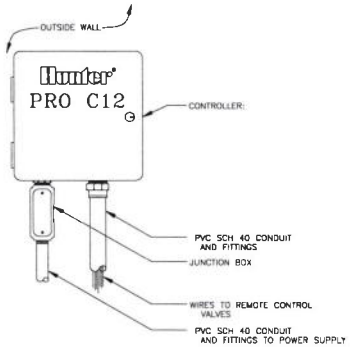
NORTH: N

SCALE: 1" : 40'

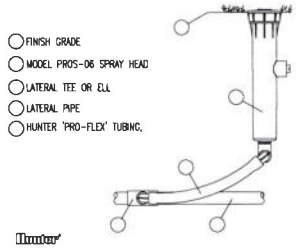
SHEET: 9 of 10



HUNTER ICV VALVE

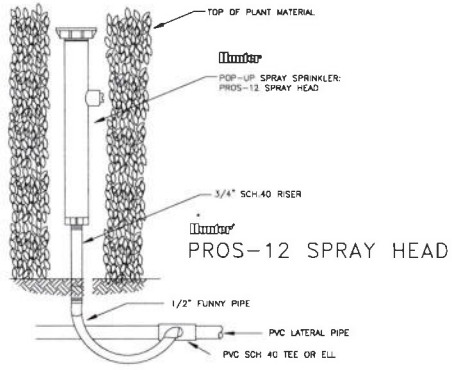


CONTROLLER



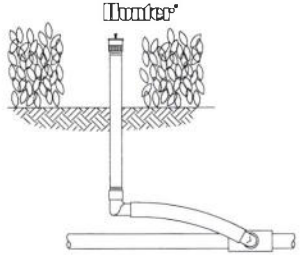
PROS-06 SPRAY HEAD

SPRAY HEAD

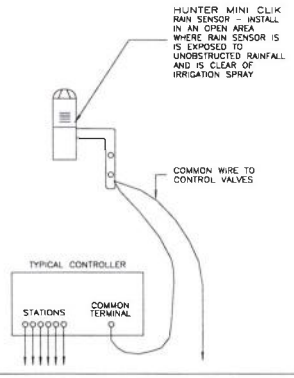


PROS-12 SPRAY HEAD

POP-UP SPRAY SPRINKLER ON RISER



BUBBLER ON RISER



AUTOMATIC RAIN SENSOR

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20230731741 Date: 11/8/2024

GENERAL NOTES

1. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved. All damaged and rejected pipe shall be removed from the site at the time of said rejection.
2. All mainline, lateral line and control wire conduit under paving shall be installed in separate sleeves. Sleeves shall be a minimum of twice (2X) the diameter of the pipe to be sleeved.
3. Install all backflow prevention devices and all piping between the point of connection and the backflow preventer as per local codes.
4. Final location of the backflow preventer and automatic controller shall be approved by the owner's authorized representative.
5. 120 VAC electrical power source at controller location shall be provided by others. The electrical contractor shall make the final connection from the electrical source to the controller.
6. All sprinkler heads shall be set perpendicular to finish grade unless otherwise specified.
7. The irrigation contractor shall flush and adjust all sprinkler heads and valves for optimum spray with minimal overspray onto walks, streets, walls, etc.
8. This design is diagramatic. All piping, valves, etc., shown within paved areas is for design clarification only and shall be installed in planting areas wherever possible. The contractor shall locate all valves in shrub areas where possible.
9. It is the responsibility of the irrigation contractor to familiarize himself with all grade differences, location of walls, retaining walls, structures and utilities. The irrigation contractor shall repair or replace all items damaged by his work. He shall coordinate his work with other contractors for the location and installation of pipe sleeves through walls, under roadways and paving, etc.
10. Do not willingly install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. such obstructions or differences should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.
11. All sprinkler equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.
12. The irrigation contractor shall install check valves on all heads in areas where finish grade exceeds 4:1, where post valve shut-off draining, of the irrigation head occurs or as directed by the owner's authorized representative.
13. The contractor shall provide 1800 PCS (pressure compensating screens) as necessary to reduce or eliminate overspray onto streets, walks or other areas as directed by the owner's authorized representative.
14. All control wires shall be installed in PVC conduit.
15. All remote control valves, gate valves, quick couplers, control wire and computer cable pull points shall be installed in approved valves boxes with covers.
16. The installation devices are to be guaranteed for the period of (1) year from the date of final acceptance.

H3

GOODLETTE-FRANK GREENWAY CORRIDOR
Gulfshore Playhouse, Inc.
Township 50 South, Range 25 East, City of Naples, Collier County, Florida
ARQUITECTONICA GEO
RESILIENT LANDSCAPES

GOODLETTE-FRANK GREENWAY CORRIDOR
PERMIT PLANS
L.M.A LANDSCAPE MAINTENANCE AGREEMENT
COLLIER COUNTY, FLORIDA

DRAWING NAME:
IRRIGATION LEGEND & SYSTEM OVERVIEW

NORTH: N

SCALE: N.T.S

SHEET: 10 of 10

SCHEDULE "B"

RIGHT OF WAY LANDSCAPE MAINTENANCE SPECIFICATIONS

These specifications are intended to provide the information by which private entities may understand the minimum requirements of Collier County relative to maintaining County rights of ways. Records of all specification requirements shall be kept and made available to the County's representative upon request.

A. **MOWING AND EDGING:** Mowing and edging shall include medians as well as those areas, if existing, along the outside edge of the sidewalks of adjacent properties. All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be collected and removed at no additional cost. Grass shall be cut at a height of three and one half inches (3 ½"). The frequency of cutting will be weekly or fifty-two (52) times.

Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all planting beds, utility service boxes, streetlight bases, sign posts, headwalls, guardrails, timer pedestals, posts, and trees. Metal blade edging is not permitted along back of curbing. Grass root runners extending into the mulched areas shall be cut and removed when the edging is performed. Edging will also be required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, signposts, manholes, etc. where they exist. All debris on streets, sidewalks or other areas resulting from edging shall be removed. No herbicide shall be used for edging.

All sidewalks, curbing and/or gutters shall be cleaned after each service. All sidewalks shall be blown clean, but no clippings or other debris shall be blown or allowed to be deposited on other adjacent property or accumulate on right-of-way areas.

B. **WEEDING:** Weeding of plant beds, sidewalks (asphalt, concrete or pavers), guardrail bases, and curb joints as well as other mulched areas by chemical and/or hand removal will be performed weekly or as necessary to provide a weed free and well-maintained area.

C. **GENERAL SITE PRUNING:** General site pruning shall be defined as the pruning of any plant's foliage below ten-foot (10') foot.

All groundcovers, shrubs, canopy trees and palms up to ten-foot (10') level, shall be inspected and pruned on a weekly or an as needed basis, so to maintain the proper or required heights for visibility, vehicular movement purposes and desired shape or form as determined by County's representative. Pruning shall also include removal of water sprouts, suckers and any dead or diseased foliage or branches.

During the first week of October and April, ornamental grasses, such as Fountain grass, Florida Gamma or Fakahatchee grass shall be pruned in a pyramid shape to a twelve-inch (12") or twenty-four (24") height based upon the type of plant. Ornamental type grasses such as Liriope muscari 'Evergreen Giant', shall only be pruned at the direction and approval of the County's representative.

Plant material with a canopy over pedestrian sidewalks shall be maintained at a minimum height of one hundred twenty inches (120"). Shrubs and groundcovers adjacent to pathways or sidewalks shall be pruned to maintain one foot (1') of clearance from the edge of the pathway. IT is recommended that adjacent shrubs and groundcovers be maintained so that they angle or are rounded away from the pathway.

D. **TRASH REMOVAL:** With each service, all sites shall be cleaned by removing all trash or debris to include, but not limited to; paper, bottles, cans, other trash, and horticultural debris. All debris or trash pick-ups shall be performed "prior" to mowing in all turf areas. The disposal of all trash and debris must be at a proper landfill or disposal site.

E. **STREET CLEANING/SWEEPING:** Street Cleaning: A four foot (4') wide area measured from the face of the curb and gutters including turn lanes shall be cleaned with each site service to remove any accumulation of debris or objectionable growth so to maintain a neat and safe condition.

F. **TRAFFIC CONTROL:** The Association shall comply with the requirements of Collier County Maintenance of Traffic (MOT) Policy, copies of which are available through Risk Management or the Purchasing Department. The Association shall obtain and review the County MOT policy requirements prior to submitting a bid.

The Association will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standard Indexes, or other related documents, so to become familiar with the requirements. Strict adherence to the requirements of the MOT policy will be enforced under this Contract.

To assist in employee visibility, employees servicing the area shall wear high visibility safety apparel in compliance with the most current editions of the FDOT Design Standards and the Collier County Maintenance of Traffic (MOT) policy.

G. **CANOPY TREE AND PALM PRUNING:** For this site, canopy trees shall be defined as any large shrub, tree, or palm with foliage above a ten-foot (10') level.

All canopy trees and palms shall be pruned on a continuous basis to create and maintain a seventeen-foot (17') canopy clearance over the roadways and a ten-foot (10') canopy clearance over all pathways. Canopy trees shall be selectively pruned twice per year in April and September so to thin the interior canopy of cross branching and to shape the canopy of the trees. The County's representative shall approve a professional licensed to prune tress under the direction of a Licensed Landscape Architect, Arborist, Tree Surgeon, or other approved professional shall do the pruning and sharpening. The work shall be performed per ANSI AS300 "Standard Practices for Trees, Shrubs, and other Woody Plant Maintenance" and done in a professional manner in accordance with "Pruning Standards" of the national Arborist Association or accepted local trade standards and practices.

Palms shall be pruned annually during June of each year. The palms shall be pruned to a "Tropical Cut" or to a nine (9) o'clock- three (3) o'clock angle from the horizontal at the base of the palm's bud or lowest fronds. Approximately seven (7) to (10) ten green fronds shall be left at the head after pruning. The pruning shall include removal of all nuts, seed stalks, brown or dead and lower fronds.

The work shall be done in a professional manner in accordance with acceptable trade standards and practices. The palms shall not be climbed with tree spikes to remove the fronds. The pruning shall be accomplished by the use of a ladder, boom truck or lift. All debris from the pruning shall be removed and the site shall be left on a clean and neat manner.

When the annual or bi-annual heavy pruning work is being performed with the use of a lift or boom truck, it is required that the adjacent traffic or turn lane to the work area, be closed using traffic control devices and signage per the current FDOT traffic control standards and indexes.

H. **FERTILIZATION:** The application of fertilizers shall follow Ordinance No. 2019-18. No Applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period, or to saturated soils. Follow UF/IFAS guidelines for turfgrass fertilization. Contractor/subcontractor must have valid licenses issued by Florida Department of Agriculture and Consumer Services for Limited Urban Commercial Fertilizer Applicator Certification (FDACS LUFAC). Provide fertilization services four (4) times a year in March, June, September, and December. Only twice (2) a year if using six (6) month application rate. Nitrogen content in any fertilizer must be at a minimum of 50% slow release. Contractor shall ensure that fertilization scheduling does not exceed the fertilizer label rate prescribed and complies with state and local ordinances. It is important to note that local fertilizer regulations may prohibit the use of nitrogen fertilizers during the summer months. Applied at a rate of 1.5 lbs. per 100 square feet. Broadcasted throughout the planting beds and turf areas. All tree pit areas should be fertilized evenly.

No fertilizer ring around trees under any circumstances. If a ring is formed, contractor/subcontractor is required to return to the site and spread the fertilizer correcting the situation at their expense. This may include contractor/subcontractor purchasing additional fertilizer because applied fertilizer may not be able to spread. Immediately remove fertilizers from curbs and sidewalk areas to avoid staining.

Fertilization Applications

Contractor/subcontractor shall use deflector shields on all application equipment to minimize the inadvertent application of fertilizer in non-plant areas. Contractor shall blow, sweep, or wash back into the landscape any fertilizer deposited on paved or impervious surfaces. Use "Ring of Responsibility" around or along the shoreline of canals, lakes, or waterways.

Ensure fertilizers and other lawn chemicals do not come into direct contact with the water. Apply fertilizer only when plants are actively growing. Clean up spilled fertilizer materials immediately as per University of Florida IFAS recommendations. Store nitrate-based fertilizers separately from solvents, fuels, and pesticides, because nitrate fertilizers are oxidants and can accelerate a fire. After fertilizing (other than when watering restrictions apply), irrigate with at least a quarter inch (1/4") of water following fertilization to avoid the loss of nitrogen and increase uptake efficiency. If water restrictions apply, the contractor may irrigate as permitted but no more than one-half inch (1/2") following fertilization.

Do not exceed the annual nitrogen recommendations in the Fertilizer Guidelines for Established Turfgrass Lawns in Three Regions of Florida as provided on the label.

Bed, Tree, Shrub, Palm, Flower, Groundcover Fertilization

Broadcast fertilizer uniformly over all the landscaped areas, and consider root location, fertilization objectives, and plant species when applying fertilizer. In areas where tree or shrub fertilization zones overlap with lawn fertilization zones, the contractor shall fertilize one or the other of the plant types, but not both.

Palm Fertilization

Palms have different nutritional requirements from other landscape plants. They suffer quickly and conspicuously from inadequate mineral nutrition, whether due to insufficient or incorrect fertilization. Division's Landscape Supervisor will provide the fertilization schedule.

Note: Fertilize palms with a granular slow-release fertilizer three to four times per year. An acceptable formulation is 8-0-12-4 (N, P, K, Mg plus micro-elements), 50% Slow Release.

Turf Fertilization

Treat deficiencies of specific nutrients with applications of the lacking nutrient in accordance with University of Florida IFAS recommendations until deficiencies are corrected, or as directed from Division Landscape Supervisor. Must have prior approval. Adjust fertilizer rates according to health, maturity, and desired growth patterns.

Fertilization for Establishment

During the establishment phase for shrubs, trees, and ground covers, fertilize landscape plants with a slow-release fertilizer as per University of Florida IFAS recommendations. Shrubs and groundcovers shall have the fertilizer blown or fan raked off following the broadcast application. Immediately after the fertilizer is applied, the areas shall be watered.

H. **MULCHING:** Organic Mulch Areas with no mulch or new planting areas shall have mulch placed to provide for a four inch (4") non-compacted or unsettled depth measured from the existing soil grade. The area to receive the mulch shall be raked level to establish the proper finished grade and have all weeds removed prior to the placement of the mulch. Two inches must be applied to replenish this mulch twice a year, November and during May.

I. **LANE CLOSURE:** Lane closure for median maintenance shall comply with the most current editions of the FDOT Design Standards and the Collier County Maintenance of Traffic (MOT) policy.

J. **IRRIGATION SYSTEMS:** The irrigation systems shall be checked and repaired as necessary. Each zone shall be manually turned on at the valve once a week and a thorough inspection conducted to ascertain proper operations of the system. Quick coupling valves, if existing shall be reviewed weekly and operated quarterly to insure proper operation. Maintenance responsibilities will include cleaning and adjustment of heads, nozzles, installation or replacement of risers, repair of minor PVC piping breaks or subsurface piping or restricted sprinkler lines, replacement of damaged valve boxes/lids and adjustment of controller and rain shut off switches for settings and operations. Where required, the Association shall maintain on site reclaimed water irrigation signage.

SUBSURFACE IRRIGATION SYSTEMS:
No excavation or mechanical metal edging around plant beds shall be done within the Right-of-way. Mechanical metal blade edging is permitted along the back of curbing.

Weekly Service Requirements:

1. A visual inspection of the subsurface irrigation systems shall be performed weekly to determine if the systems are functioning normally and if cuts, leaks, piping damage, flooded areas exist, and repair as necessary. This shall also include review and re-setting of the controller and in-ground moisture sensor adjustments or other rain sensing devices as needed.

2. System Computer/Controller
    a. Operate, adjust, and set controller to provide proper operation of the systems.
    b. Diagnose and repair electrical and mechanical malfunctions.
    c. Monitor and adjust the system zones moisture levels based upon moisture sensor readings.
    d. Operate controller on automatic, manual, and single trip operation.
    e. Monitor controller standby battery backup and replace as required.

3. Automatic Control Assemblies and Quick Coupling Valves
    a. Review control valve assembly and by-pass system for proper settings.
    b. Open zone control valve assemblies and quick coupling valve boxes to review valves for leaks; pressure gauge operation; proper settings and are clean of debris or mulch.

4. Pump Sites
    a. Inspect for proper operations.
    b. The Association shall record and provide to the County's representative the well water flow meter readings for the two well locations on the General Maintenance Report Sheets.

5. Review system water source connections to include water meters, backflow preventers, gate valve points of connection and main lines for proper operation.

Monthly Service Requirements:

1. Automatic Control Valve Assembly
    Manually operate valves, and clean valve assembly filters.

2. Backflow Assembly
    Review assembly for proper operation and clean filter as needed.

3. Quick Coupling Valves
    Review boxes and operate valve.

4. Pump Sites
    a. Once a month, the Association will trouble shoot each pump station, checking amperage draw and document the results for future reference.
    b. Manually run the system to ensure proper coverage and that no sprinkler head and nozzle are spraying onto the roadway. Clean and adjust sprinkler heads and nozzles and irrigation shields to ensure proper coverage.

c. The Association will check all zone wiring and solenoid conditions through the use of an OHM meter and document the results for future reference.
d. The Association will clean the strainers filters and inspect them for wear at the Pump Station.

5. Manually run the system with open flush caps and review sprinkler head indicators located at the end of zones.

6. Review pressure gauge readings at control valve assemblies for each zone, as well as gauges located at the end of zones where present to determine the system and porous piping is functioning properly.
7. Check, analyze and adjust flow control devices as required.

Quarterly Service Requirements:
1. Review all subsurface system piping, valve assemblies, wiring, moisture sensors and controllers for overall operation and provide adjustments as required to assure proper operation and irrigation application.

Conventional Pop-up Irrigation Systems:
Weekly Service Requirements:
1. Each median zone shall be manually turned on at the valve to ascertain proper operation of the system.
2. Repair system for any blown-off heads, broken lines or leaks around heads or valves.
3. Check the controller and rain sensing devices for proper operation and settings.
4. The Association shall further adjust all sprinkler heads to ensure that all landscaped areas receive one hundred percent (100%) irrigation coverage.
5. Within all work areas the Association shall review the plant material and turf for dry conditions and if found correct the problem.

Monthly Service Requirements:
1. Manually run the system, clean and adjust sprinkler heads/nozzles and concrete donuts as necessary to ensure proper coverage and that there are no sprinkler heads/nozzles spraying directly onto the roadway.
   a. Each median and side right-of-way zone shall be manually turned on at the valve to ascertain proper operation of the system.
   b. Repair system for any blown-off head, broken lines or leaks around heads or valves.
   c. Check the controllers and rain sensors for proper operation and settings.
   d. The Association shall further adjust all sprinkler heads to ensure that all landscaped areas receive one hundred percent (100%) irrigation coverage.
   e. Within all work areas the Association shall review the plant material and turf for dry conditions and if found correct the problem.

General Service Requirements for Irrigation Systems:
1. Should South Florida Water Management District or other governing agency establish water restrictions, the irrigation systems shall be inspected, and all other controllers set to the mandated hours of operation set by the District or Agency. Subsurface systems are exempt from water restrictions.
2. Replace defective heads or nozzles, install, or replace defective risers and repair minor breaks or restricted sprinkler lines.
3. Replace damaged valve boxes/lids if caused by the Maintenance Association.
4. Inspect, clean, and replace, if necessary, screen/filters within the sprinkler heads.
5. Keep all grass and mulch out of all valve boxes. All valve boxes in sod areas are to be kept at sod level. All valve boxes in plant beds are to be kept two inches (2") above finished mulch.
6. One hundred percent (100%) irrigation coverage shall be maintained within all irrigated landscaped areas while this Contract is in effect.

7. Notification to the County's representative is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the County's representative at no added cost.

Miscellaneous Irrigation Maintenance Responsibilities:

1. Should the temperature be forecast to be below thirty-four (34) degrees, the Association shall be responsible for turning the irrigation system off to protect plants from possible freeze damage.
2. It shall be the Association's responsibility to notify the County's representative of any irrigation problems or additional irrigation maintenance needs.
3. The irrigation service personnel must trouble shoot time clocks, i.e., power-in 110 volt and 24-volt fuses, 24 volts output when necessary.
4. The irrigation services personnel must trouble shoot any pump start relay, main fuses, and capacitors when necessary.

K. **BRICK PAVERS:** All median brick paving shall be pressure cleaned twice per year, in April and November, to remove marks, gum and other dirt that may be deposited on the surface areas. Upon finding damaged areas, the Associations shall clean-up debris if present, and or flag off the areas with protective barriers and/or high visibility hazard tape. Damaged areas must be repaired as quickly as possible.

L. **PEST CONTROL:** Trees, Palms, Shrubs, Groundcovers, and Sod must be closely monitored for pests and diseases and must be treated appropriately by a licensed Pest Control Operator approved by the County's representative.

Executive Summary

Recommendation that the Board approve and authorize the Chairman to sign a Landscape Maintenance Agreement ("Agreement") with Valewood Maintenance Association, Inc., for landscape, irrigation, and brick pavement improvements within Valewood Drive, a public right-of-way.

OBJECTIVE: To allow privately maintained beautifying landscaping and irrigation improvements within the County right-of-way.

CONSIDERATIONS: The Valewood Maintenance Association proposes to install and refurbish landscaping, irrigation, and decorative pavement within the Valewood Drive right-of-way as depicted in Schedule “A” and following the specifications in Schedule “B.” Rights to terminate the Agreement are specified in the attached Agreement.

The agreement aligns with the Collier County Strategic Plan’s Quality of Place Objective to preserve and enhance the character of our community and the Infrastructure and Asset Management Objective to optimize the useful life of all public infrastructure and resources through proper planning and preventative maintenance. Through responsible governance objectives, the enhancements and maintenance responsibilities proposed in this agreement encouraged active community engagement and participation.

FISCAL IMPACT: There is no cost to Collier County associated with this proposal. The Valewood Maintenance Association is responsible for installing and maintaining the proposed improvements and all recording fees.

GROWTH MANAGEMENT IMPACT: This recommendation is consistent with the Growth Management Plan, Transportation Element, Objective 1 to maintain the major roadway system at an acceptable Level of Service by implementing improvements as identified in the Annual Update and Inventory Report (AUIR) or by working directly with other responsible jurisdictions to implement needed improvements to their facilities.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. -DDP

RECOMMENDATIONS: To approve and authorize the Chairman to sign a Landscape Maintenance Agreement with the Valewood Maintenance Association, Inc., for landscape, irrigation, and brick pavement improvements within the Valewood Drive public right-of-way.

PREPARED BY: Pamela Lulich, PLA, CPM, Landscape Operations Manager

ATTACHMENTS:

1. Valewood - LMA - Agreement 12-30-202412302024-142509

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement is entered into this ____ day of _____, 2025, by and between Collier County, Florida, a political subdivision of the State of Florida whose mailing address is 3299 Tamiami Trail East, Naples, FL 34112 (hereinafter referred to as the "County"), and Valewood Maintenance Association, Inc., whose mailing address is 4886 Pond Apple Drive South, Naples, Florida 34119 (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, County is the owner of that certain right-of-way located in Collier County, Florida and known as Valewood Drive (hereinafter referred to as "Road"); and

WHEREAS, Section I. Planning and Development, of the handbook titled "Collier County Landscape and Irrigation Specifications for Beautification Improvements Within the Public Right-of-Way, Collier County, Florida" (2009), provides as follows:

> *Entities desiring to make landscape improvements within public road right-of-way shall submit plans and documentation consistent with the requirements for a public right-of-way permit. This submission shall be in accordance with the "Construction Standards Handbook for Work within the Public Right-of-Way, Collier County, Florida" (the "Construction Handbook").*
>
> * * *
>
> *Landscaping Permit Within the public rights of way:*
>
> *Improvements to unimproved medians in the right of way: A private owner, Developer or civic or homeowners' association desiring to landscape within a public right-of-way shall submit landscape and irrigation construction documents prepared by a licensed landscape architect for County review. The Permit application shall include three (3) sets of detailed plans indicating the existing right-of-way facilities and the type and location of the proposed plantings, location of electrical and irrigation systems(s). After acceptance of the landscape and irrigation plans, a landscape agreement shall be prepared by the contracting parties and approved by the County attorney's office. (See Appendix for example) The purpose of the landscape agreement is to ensure that the Permittee, or his successors or assign, shall be responsible to maintain such material and irrigation system until removed or unless otherwise specified*; and

WHEREAS, in keeping with the above, the Association has applied for a Landscaping Permit Within the Public Rights-of-Way, and has submitted landscape and irrigation construction documents prepared by a licensed landscape architect for County review. A copy of this Permit and the plans are attached hereto as Schedule "A." The Association shall follow the Collier County Maintenance specifications attached as Schedule "B."

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Subject to the issuance of all necessary Permits, County hereby grants to the Association the right to use those portions of the Road depicted in Schedule "A," for the sole purpose set forth in Schedule "A." The Permits address, among other things, the timing of the work, maintenance of traffic flow during construction, and the permissible lane closures during the time that work is to be performed.

2. The Association agrees to construct and maintain the improvements set forth in Schedule "A" (hereinafter referred to as "Improvements") at its sole cost and expense, until such time as the County executes a release from indemnification as discussed below.

3. Should the Association fail to construct or maintain the Improvements in accordance with Schedule "A" or law, the County may provide notice to the Association in writing, specifying the nature of the deficiency. Within five working days following receipt of such notice, the Association at its sole cost shall cause the appropriate repairs or cure to be effected. In the event damage to, or failure to maintain the Improvements results in a situation where public safety is at risk, (1) the Association shall effect repairs within twenty-four hours of receipt of the County's written notice, or (2) the County may, at its option, effect repairs to the Improvements, without the need for prior notice to the Association, and will promptly bill the Association for all actual costs incurred in effecting the repairs. The Association shall reimburse the County for such costs within thirty days of receipt of the County's bill.

4. The Association, as Indemnitor hereunder, shall indemnify and save harmless the County, as Indemnitee hereunder, including all employees of the County, from any loss or damages Indemnitee may suffer as a result of claims, suits, demands, damages, losses, fines, penalties, interest, expenses, costs, or judgments, including attorneys' fees and costs of litigation, against the County arising out of the Association's use of the Road for the purposes set forth in this Agreement, including the construction and removal of the Improvements. The Indemnitee shall not undertake to settle any lawsuit or threatened lawsuit that could give rise to Indemnitor's obligation hereunder without the prior consent of Indemnitor, such consent to not be unreasonably withheld.

5. The indemnity provided for by this Agreement will extend from the date of this Agreement until such time as the parties hereto acknowledge in writing that the Association has ceased to use the Road for the purposes stated within this Agreement and the Road has been restored as set forth below, at which time, following receipt of the Association's written request, the County will execute a release from indemnification in favor of the Association.

6. Indemnitee agrees to give Indemnitor written notice of any claims filed against the County in connection with this Agreement, within thirty days of the date that County is aware of such claim.

7. Unless terminated as set forth below, this Agreement shall remain in full force and effect in perpetuity from the date first set forth above, and shall be binding upon the parties and all

their successors in interest. The Agreement may be freely terminated as of right by either party, with or without cause, upon written notice to the other. If the Association exercises this right, or if the County exercises this right based upon the Association's substantial breach of this Agreement, then upon written demand by County, the Association, at its sole cost and expense, shall remove the Improvements and will restore the Road to the condition that existed immediately prior to the effective date of this Agreement. If the County exercises this right, or if the Association exercises this right based upon the County's substantial breach of this Agreement, then the County will be responsible for any removal of the Improvements or restoration of the Road. Except for the above, neither party will be liable to the other for any damages or claims resulting from the termination of this Agreement.

8. In the event either party hereto shall institute legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

9. This Agreement may be recorded by the County in the Official Records of Collier County, Florida. The Association shall pay all costs of recording this Agreement prior to the execution of this Agreement. A copy of the Recorded Agreement will be provided to the Association.

10. This Agreement is the entire agreement between the parties, and supersedes all previous oral and written representations, agreements and understandings between the parties. This Agreement shall be governed by the laws of the State of Florida, and may not be altered or amended in any way, save by written agreement signed by both parties.

11. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

[Signature Page to Follow]

In Witness Whereof, the parties have caused these presents to be executed on the day and date first above written.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

WITNESSES:

Monica A. Sullivan
Witness #1 Signature

Monica A. Sullivan
Witness #1 Printed Name

Witness #2 Signature ALAN WEDDELL

Witness #2 Printed Name

ASSOCIATION:
Valewood Maintenance Association

By: Claire Taibi
Claire Taibi, Director

[Provide Evidence of Signing Authority, e.g., Corporate Resolution or Secretary's Certificate]

Notarial Certificate

STATE OF FL
COUNTY OF Collier County

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of November 2024 by CLAIRE TAIBI as DIRECTOR for VALEWOOD MAINTENANCE ASSOC who ☑ is personally known or ☐ has produced _____ as identification.

John Lane
JOHN LANE

JOHN LANE
Notary Public - State of Florida
Commission # HH 451623
My Comm. Expires Oct 5, 2027
Bonded through National Notary Assn.

Approved as to form and legality:

ODP
12/26/24
Derek D. Perry
Assistant County Attorney

Collier County

Schedule 'A'

Date Approved: December 02, 2024

Right-of-Way Permit Number: **PRROW2024114433801**

SDP/AR/PSP Number: N/A

Building Permit Number: N/A

Project Name: VMA Corp Landscape Update for medians on Valewood Dr

Project Address: **Valewood Drive Entry at Immokalee Road**

Subdivision: Valewood Assoc / Quail Creek Entry	Lot:	Block:	Unit:	Tract:
Folio No: N/A	Section:	Township:	Range:	

Type of Construction: ROW Commercial

Detail: Valewood Maintenance Association: Remove grass in median, plant ground cover plants (Asiatic Jasmine) no taller than 12" ht. over all 3 beds. ROW improvements near the intersection of Valewood DR and Executive DR and Immokalee.

Please refer to Collier County Portal for issuance and expiration dates.

Property Owner:
VALEWOOD MAINTENANCE ASSOC, INC
4886 POND APPLE DR S
NAPLES, FL 34119
Telephone Number: (239) 594-6966

Contractor:
SOTOS LAWN SERVICE, INC
2830 35TH AVE NE
NAPLES, FL 34120
Telephone Number: (239) 354-1080

Applicant:
Daniel Novakovich Nova L.A. Designs, Inc.
6278 Shadowood CIR
Naples, FL 34112

1. Work shall be performed in accordance with approved plan, stipulations specified as part of this permit and in accordance with Collier County Ordinance # 09-19 and the "Public Right-of-Way Construction Standards Handbook," latest edition. 2. Applicant declares that prior to filing this application he has ascertained the location of all existing utilities, both aerial and underground. Any changes to any utility shall be the responsibility of the Permittee for all cost. 3. If right-of-way permit is issued in conjunction with a residential building permit, the right-of-way permit expires upon completion of the residential building.	4. If the application is made by any person or firm other than the owner of the property involved, a written consent from the property owner shall be required prior to processing of the application. 5. Approval of this permit does not exempt the permittee from gaining approval from any State, Federal or Local Agencies having jurisdiction over the proposed work. 6. This permit is contingent upon Permittee obtaining necessary rights of entry for construction and maintenance where required right-of-way for public use has not been dedicated and accepted by Collier County.

Condition: All other applicable state or federal permits must be obtained before commencement of the development.

Condition: Informational - Use the form located at https://www.colliercountyfl.gov/home/showdocument?id=105797&t=638403984984558370 to request Permit extensions, cancellations, and changes/withdrawals of Contractors, Subcontractors and Qualifiers. Instructions are provided with the form. Right-of-Way (ROW) and Well permits may only use this process for cancellations. Change/withdrawal of contractor does not apply to self-issued permits. Contact Building Permit Resolution Services at 239-252-2493 for assistance completing the form. Submit the form by clicking the Browse button below.

Condition: Stipulation - The required inspections shall be scheduled through the CityView Portal. You must be signed in as a registered user to schedule an inspection.

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Condition: Stipulation - Before commencement of any excavation, the existing underground utilities in the area affected by the work must be marked by Sunshine One Call, in accordance with State Statute Chapter 556 "Underground Facility Damage Prevention and Safety", after proper notification to them by either calling 811 in Florida or toll free at 1-800-432-4770. Visit www.callsunshine.com for more information. Before commencing excavation for the work, potholing of all potential conflicts must be performed.

Condition: Stipulation - Sunshine 811 Damage Prevention Guide: Chapter 556, F.S., sets a tolerance zone that extends 24 inches from the outer edge of each side of an underground facility. Locate marks show the approximate location of an underground facility. To be sure where that facility is located, you must expose it using a method below: Hand digging at an angle toward the facility, Pot holing, Soft digging, Vacuum excavation methods, Other similar procedures. Exposing the facility lets you see the facility size and the clearance you need to maintain during excavation. Digging within the tolerance zone requires special precaution and using mechanized equipment requires a spotter. Within existing pavement, soft digging will be required after removal of pavement associated with a permitted open-cut.

Condition: CO Hold - As Built Drawings are required prior to final inspection for all Commercial ROW permits. The as-built drawings may be submitted through the CityView Portal Conditions Tab - click "Browse" to upload the documents. You must be signed into the CityView Portal as a registered user to upload the document.

Please visit the CityView portal located at https://cvportal.colliercountyfl.gov/cityviewweb to schedule the inspections listed below.

Please plan accordingly when scheduling inspections and schedule well in advance of when needed or permit expiration dates.

830 - 72 Hr Notice of (1st) Proceeding with Work
800 - Right-Of-Way Final Inspections

Disclaimer: Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SEE GENERAL CONDITIONS OF RIGHT-OF-WAY PERMITS

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GENERAL CONDITIONS OF RIGHT-OF-WAY PERMITS

1. The permit must be kept on the work site and be available upon request or prominently displayed.
2. Permits are required for all work performed in any rights-of-way or easements provided for public use in the unincorporated area of Collier County and in those public rights-of-way or easements, which are maintained by Collier County, but lie within municipal boundaries.
3. When permitted facilities are placed within a public right-of-way or easement, the installation is for permissive use only and placing of facilities shall not operate to create or vest any property right in the associated right-of-way or easement to the permittee. Furthermore, the permittee shall be responsible for maintenance of such facilities until they are removed, unless otherwise specified.
4. All materials and equipment, including Maintenance of Traffic (MOT) and equipment placement, shall be subject to inspection by the Growth Management Department.
5. Requests for pre-inspections shall be made a minimum of 72 hours prior to commencing work requiring inspection.
6. No lane closures will be permitted between the hours of 7:00 – 9:00 A.M. and 3:30 – 6:30 P.M.
7. Prior to construction, the Contractor/Permittee shall submit a MOT plan for any construction project involving work or activity that may affect traffic on any County street, roadway or bikepath/sidewalk. The MOT plan must be signed by either a Professional Engineer or person certified by the International Municipal Signal Association (IMSA) if affecting arterial or collector Roadways, unless waived by the Growth Management Department. The driveway fill and driveway culvert including soil erosion/sedimentation control measures must be installed prior to the start of any earth moving construction activity with drainage plans, culvert size, soil erosion/sedimentation controls, elevation offset, and ditch slope designed and certified by a licensed engineer for all commercial projects.
8. During construction the Contractor/Permittee shall comply with the "State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations" and with the "Manual On Uniform Traffic Control Devices" and with all other governing safety regulations and shall maintain the approved site drainage plan and soil erosion/sedimentation control plan.
9. The permittee shall hold the County harmless and the County shall be relieved of all responsibility for any damage or liability of any nature arising from work authorized and performed under the permit.
10. All crossings of existing pavement shall be made by jacking and boring at a minimum depth of thirty-six inches (36"), unless otherwise authorized by the Growth Management Department for good cause shown.
11. All overhead installations must meet a minimum four foot (4') separation to communication lines (both vertically and horizontally), minimum seven foot (7') separation to guys (both vertically and horizontally) and a minimum ten foot (10') separation to neutrals (both vertically and horizontally), and meet and/or exceed all other OSHA requirements as may be determined by OSHA clearance requirements and/or formulas relevant to overhead lines clearances and/or separations requirements (both vertically and horizontally) and all underground crossings shall be placed at a minimum depth of thirty-six inches (36") below the pavement and/or a minimum depth of twenty-four inches (24") below the designed roadside ditch or swale invert. Primary cable (voltage exceeding 500 volts) shall have minimum thirty-six inch (36") cover. Secondary cable (voltages less than 500 volts) shall have a minimum thirty-inch (30") cover. Exception may be made by authority of the Growth Management Department for good cause shown.
12. Two prints of the proposed work covering details of the installation shall be made a part of the permit. If additional plans are required, they shall become a part of the permit.
13. Following completion of all permitted work, grassing and/or seeding shall be required for any disturbed rights-of-way.
14. All property disturbed by work authorized by the permit must be restored to better than, or equal to, it's original condition, and to the satisfaction of the County.
15. Whenever deemed necessary by the County for the construction, repair, maintenance, improvement, alteration or relocation of applicable right-of-way or easement and when so notified by the County, any or all

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poles, wires, pipes, culverts, cables, sod, landscaping, driveways, sprinklers, or other facilities and appurtenances authorized shall be removed from said right-of-way or easement, or reset or relocated thereon as required, to be installed by the permit, and at the expense of the permittee, or successor and assigns.

16. When the permittee, or successor and assigns is notified of a need for construction, repair, maintenance, improvement, alteration of or relocation within the right-of-way or easement and no action is taken by the responsible party within the time frame specified by the County, the County shall cause the permitted work to be altered, relocated, or removed, with the total expense being borne solely by the permittee or the responsible party.
17. Permits shall generally be in a form approved by the Board of County Commissioners and shall include the time of commencement, the number of days the job is expected to take, and the approximate date of completion. The permit will expire one hundred and eighty (180) days after the issuance of the permit, unless authorized in the specific instance for a longer or shorter period. If the work has not been completed by the expiration date, there will be a renewal fee, set by Resolution, payable upon extending the expiration date for an additional ninety (90) days.
18. All correspondence regarding construction procedures will be through the permittee, or authorized agent or consultant, and not through any contractor or subcontractor.
19. The Permittee is responsible for obtaining necessary rights of entry for construction and maintenance where required right-of-way for public use has not been dedicated and accepted by Collier County.
20. If there are any lane closures or work that will impede normal traffic flow, the permit holder is obligated to inform the road alert coordinator at 239-252-8192, five business days prior to construction or as soon as possible.
21. All existing aerial and underground utilities shall be located by the applicant. Any changes to any utility shall be the responsibility of the Permittee for all cost.
22. A written consent from the property owner shall be required if the application is made by any person or firm other than the owner of the property involved.
23. The Growth Management Department shall be notified in writing either via form letter (to: Collier County Traffic Operations, 2885 S. Horseshoe Drive, Naples, FL 34104) or email (trafficops@colliergov.net) a minimum of 72 hours prior to the commencement of jobs that include overhead or underground work that will be conducted as part of construction or maintenance projects within Collier County rights-of-way and 12 hours prior to any and all daily work to be performed throughout the entire length of construction or maintenance projects. Any rescheduling of work shall be provided in writing. All underground utilities must be located prior to construction.
24. Prior to acceptance by the County (including issuance of Certificate of Occupancy), the Growth Management Department shall be notified by mailing or delivering a request for a final inspection to the ROW Permitting Section, 2800 North Horseshoe Drive, Naples, Florida 34104, or by phone, 239-252-3726, upon completion of authorized work. Signed and sealed copies of the as-built survey shall be submitted to the Growth Management Department. Additionally, all as built surveys shall be submitted in GIS format following the standards for Design and As-Built Electronic Drawings in APPENDIX B of this handbook.

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VALEWOOD DRIVE

SCHEDULE 'A'

Sec. 20, Twp 49S, Range 26E, Collier County

LANDSCAPE MAINTENANCE AGREEMENT DRAWINGS

Collier County Coordinating Department
Growth Management Department
Road Maintenance Division
2885 South Horseshoe Drive
Tel. 239-252-8924

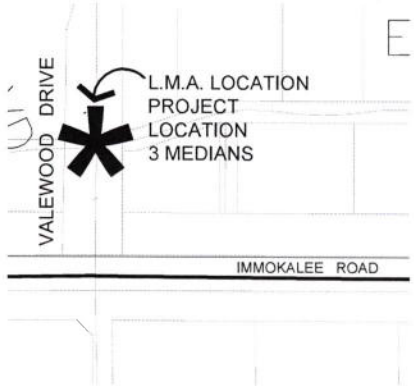
LEGAL ENTITY / OWNER
Valewood Drive of the Public Records of Collier County, Florida
Section 20, Township 49 South, Range 26 East, Collier County
located at 1009 Valewood Drive (Owner's Property)
Naples, Florida

PROPERTY MANAGER
Valewood Maintenance Assoc, Inc.
4886 Pond Apple Dr. S., Naples, FL 34119
Attn: Claire Taibi
Tel. 239-594-6966

DRAWING INDEX

	Page Number
COVER, LOCATION MAPS & DATA	COV
LOCATION MAPS & LIMIT OF MAINTENANCE	L-1
LANDSCAPE PLANTING & MEDIAN SECTION	L-2
LANDSCAPE PLANTING (2)	L-3
SITE DISTANCE AND NOTES	L-4
LANDSCAPE & MAINTENANCE NOTES	L-5
IRRIGATION	L-6
IRRIGATION (2) & SPECIFICATIONS	L-7
IRRIGATION DETAILS	L-8

Posted Speed Limit: 35 mph



Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20241144338 Date: 12/2/2024

Digitally signed by Daniel A Novakovich
Date: 2024.11.04 14:04:06 -05'00'

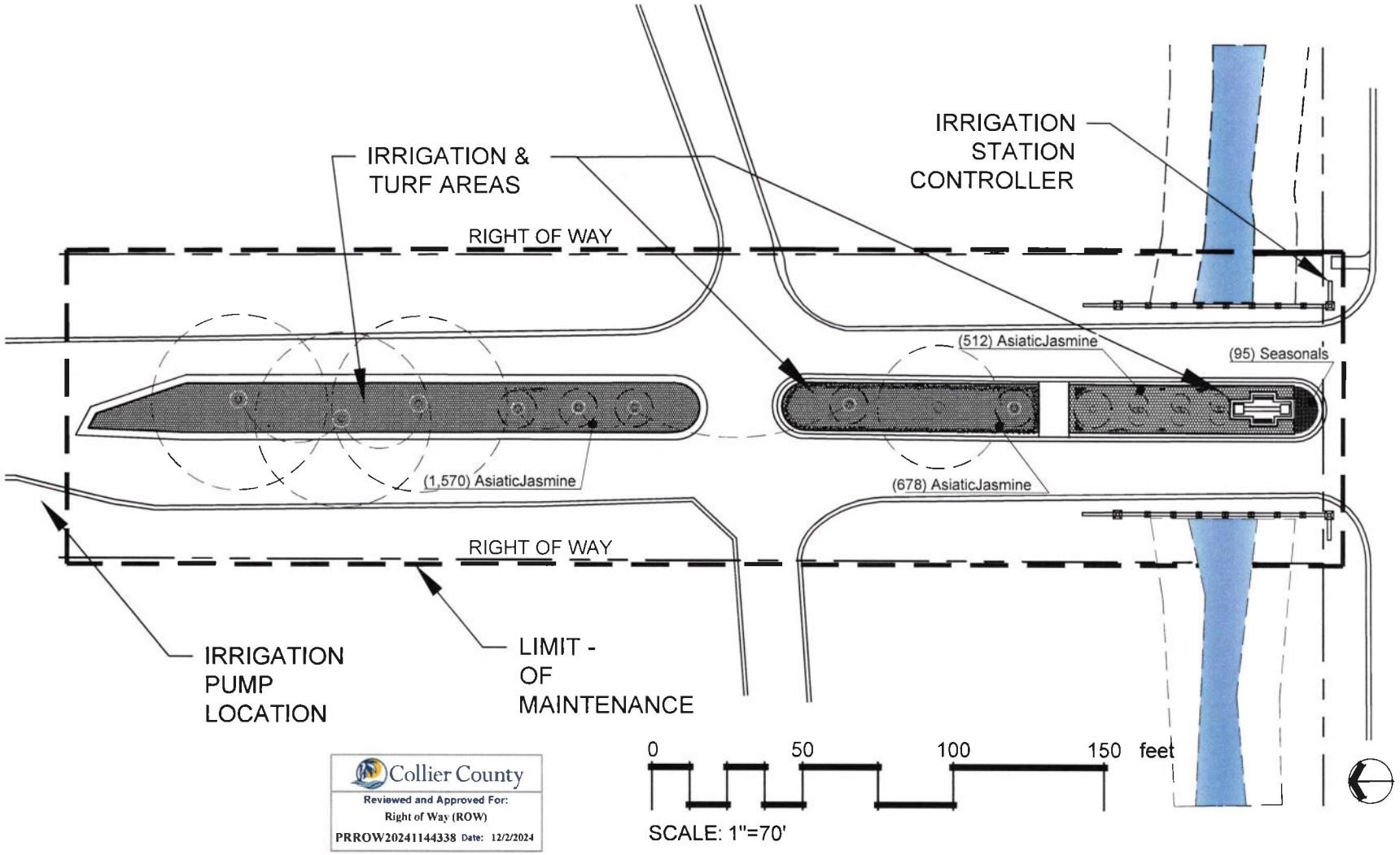
Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Nov. 1, 2024

Landscape Architect:
Nova LA Designs, Inc. / Dan Novakovich
Naples, FL 34112
NovakovichD@Gmail.com
Tel. 239-250-9505

NOVA LANDSCAPE DESIGNS

CAO



Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20241144338 Date: 12/2/2024

CLIENT'S PURPOSE OF PLANS:
TO REPLANT THREE (3) MEDIANS AS SHOWN WITHIN LIMITS OF WORK WITH LOW GROUNDOVER PLANTS NOT TO EXCEED 24" HT. ABOVE THE EDGE OF THE ROADWAY. SALVAGE ALL EXISTING TREES SHOWN AND TO REMAIN. NO SHRUBS SHALL BE ADDED, JUST APPROVED GROUNDCOVERS. CLIENT SHALL MAINTAIN THESE AREAS IN PERPETUITY.

MEDIAN LANDSCAPE MATERIALS NOTES

VALEWOOD DRIVE IMPRFOVEMENTS EXISTS WITHIN THE VALEWOOD MANAGEMENT ASSOCIATION AND SHALL BE DEVELOPED AND MAINTAINED AS STATED.
MEDIAN LANDSCAPE MATERIALS SHALL BE COORDINATED WITH THE VALEWOOD MANAGEMENT ASSOCIATION.
ALL CODE REQ1UIRED PLANT MATERIAL SHALL MEET FLORIDA NO. 1 STANDARDS OR BETTER.
ALL NEWLY PLANTED MEDIANS MUST COMPLY WITH THER FDOT SPECIAL AREAS LIMITED TO GROUNDCOVER WHICH STATES THAT THE FIRST 100' OF MEDIAN MAY NOT HAVE INCLUDED ANY OBTRUSIVE SITE LINE ISSUES ABOVE 24" IN HT.

IMPORTANT UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED ABOVE GROUND AND UNDERGROUND UTILTIIES. CONTRCTOR AND LANDSACAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTLITIES INCLUDING STORMWATER, CABLE AND SEWER UTILTIES.

SEE ENGINEER PLANS FOR ADDITIONAL UTILTIY LOCATIONS.
Call Before You Dig
Call Sunchine state one Call at 811, two full days before digging in any easement, right of way, or permitted use area.

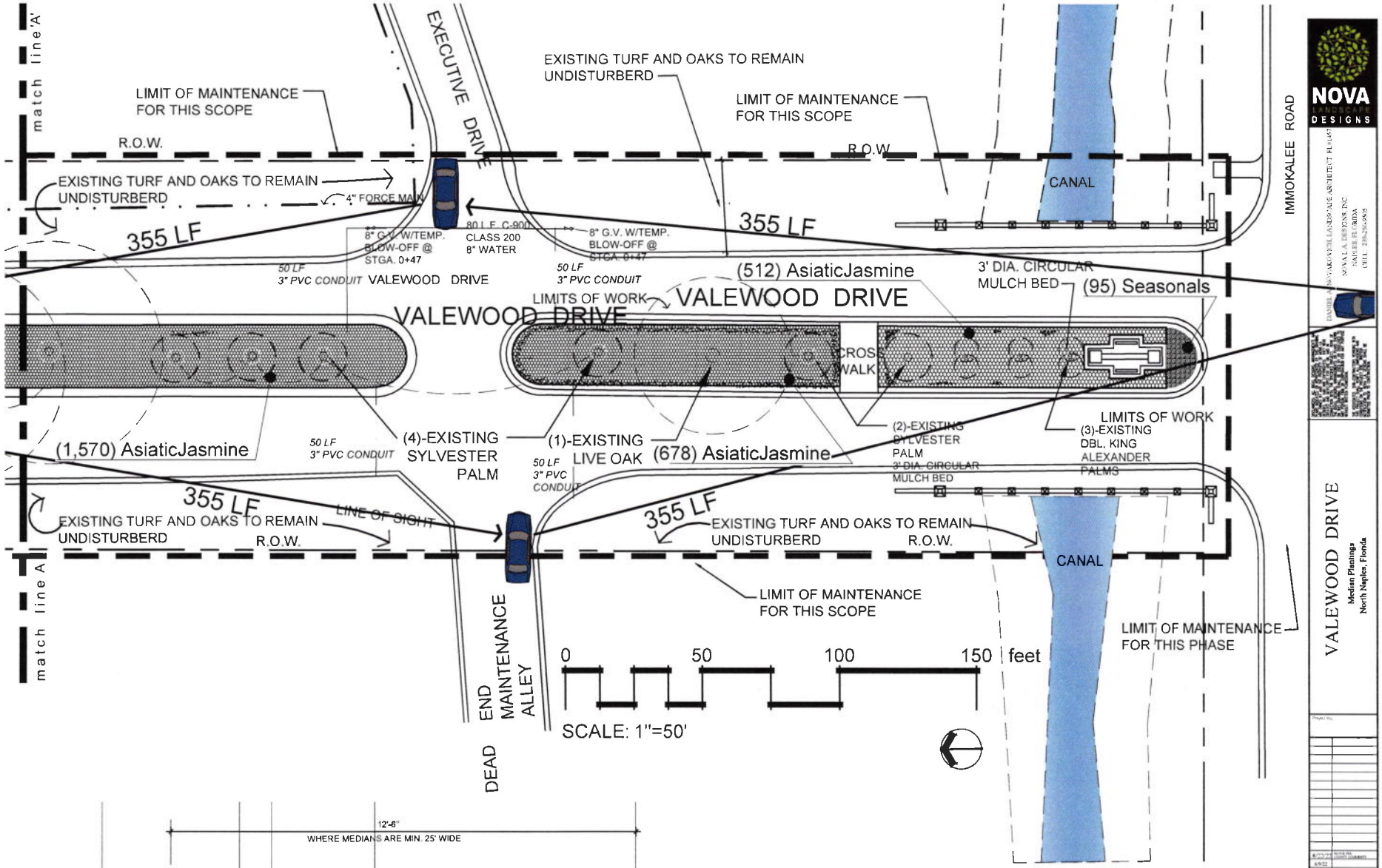
NOVA LANDSCAPE DESIGNS

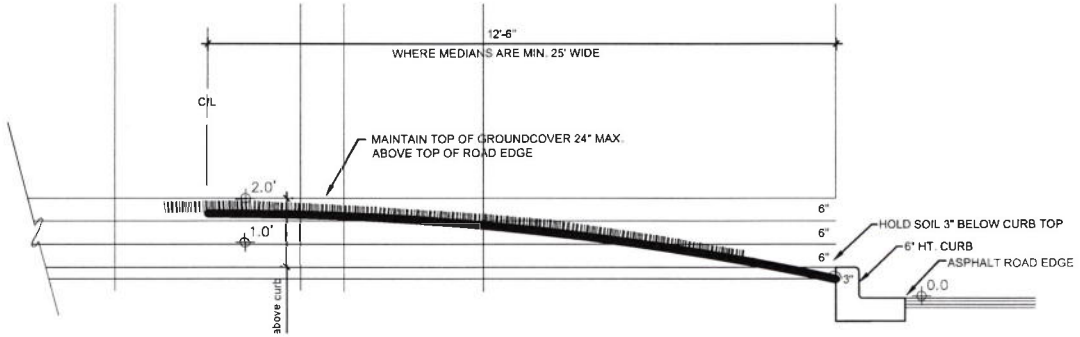
DANIEL A. NOVAKOVICH LANDSCAPE ARCHITECT
NOVA L.A. DESIGNS INC
NAPLES, FLORIDA
CELL: 239-250-9505

VALEWOOD DRIVE
Median Plantings
North Naples, Florida

Project No.

6/28/22
Drawn By: DAN
Checked By:
Sheet Title: Location Map Limit of Maintenance
Sheet No. L-1





MEDIAN CROSS SECTION

SCALE: 1/4"= 1'-0"

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20241144338 Date: 12/2/2024

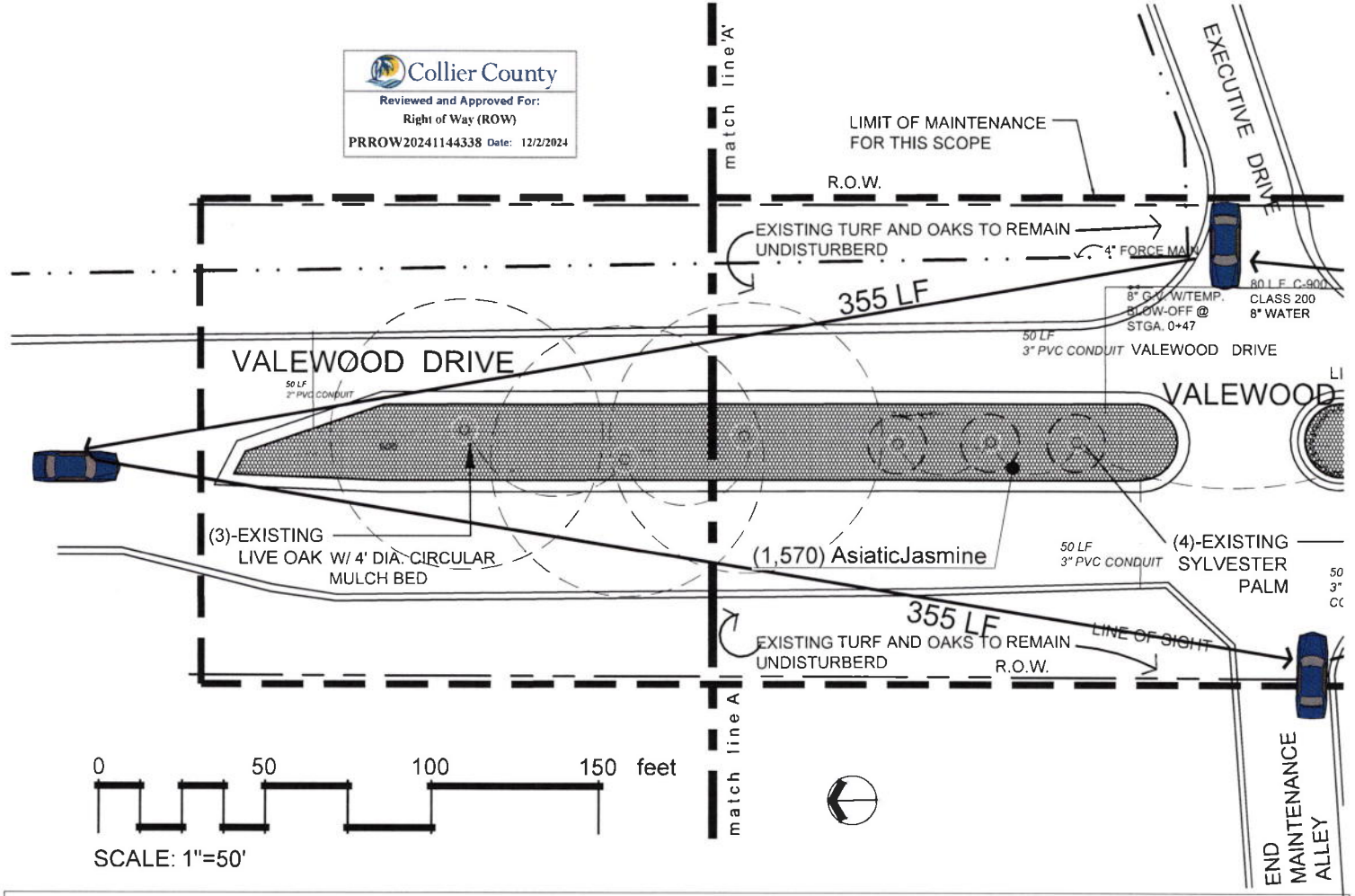
NOVA DESIGNS

VALEWOOD DRIVE
Median Plantings
North Naples, Florida

6/2/22
DAN
Landsape Planting

L-2

CAO



PLANT SCHEDULE 8/22/22

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	DETAIL	REMARKS
SHRUB AREAS									
	TRA	2,760	Trachelospermum jasminoides	AsiaticJasmine	1` Ht.	1 gal.	24" o.c.		
GROUND COVERS									
	SEA	95	Seasonals	Seasonals	4"=6" Ht., x 6" Spr.	1 gal.	18" o.c.		18' o.c., Seasonal selection

Dk. Brown P.E. Seasonal selection

FLA. No. 1 Quality, Sterile, Fertilizer treated 2" - 3" thickness at all groundcover and seasonal beds

NOVA LANDSCAPE DESIGNS

DANIEL A. NOVAKOVICH, LANDSCAPE ARCHITECT FL#1457
NOVA L.A. DESIGNS, INC.
NAPLES, FLORIDA
CELL: 239-250-9505

VALEWOOD DRIVE
Median Plantings
North Naples, Florida

Project No.

8/22/22
6/9/22
Date Issue

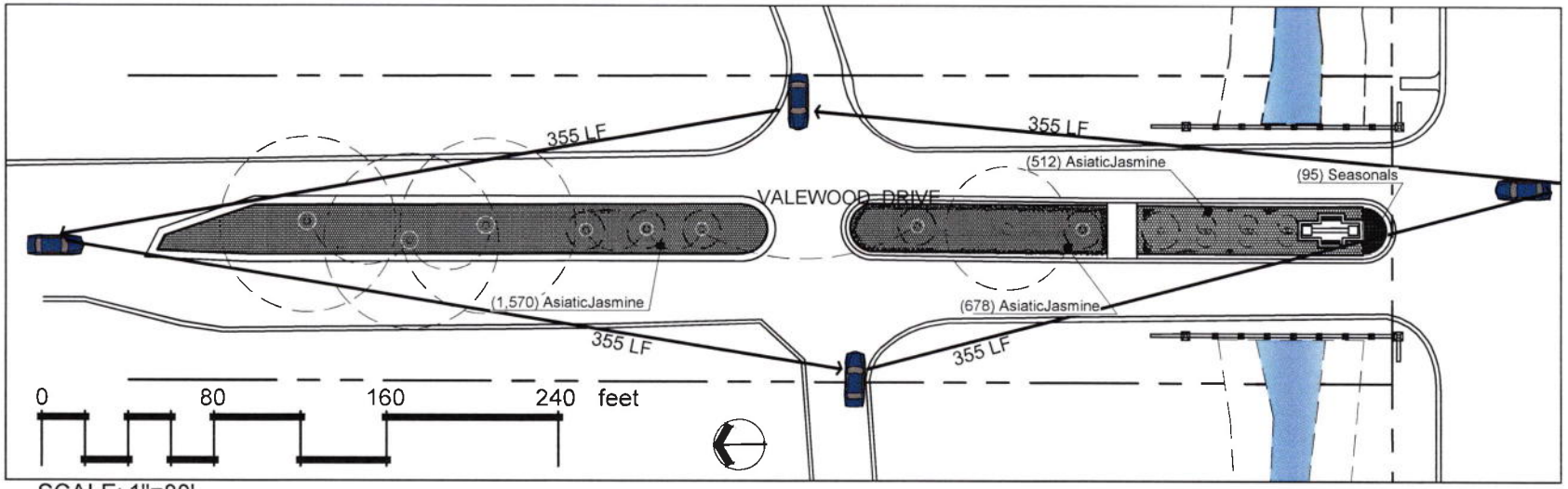
6/28/22

Drawn By DAN
Checked By

Sheet Title
Landsape Planting

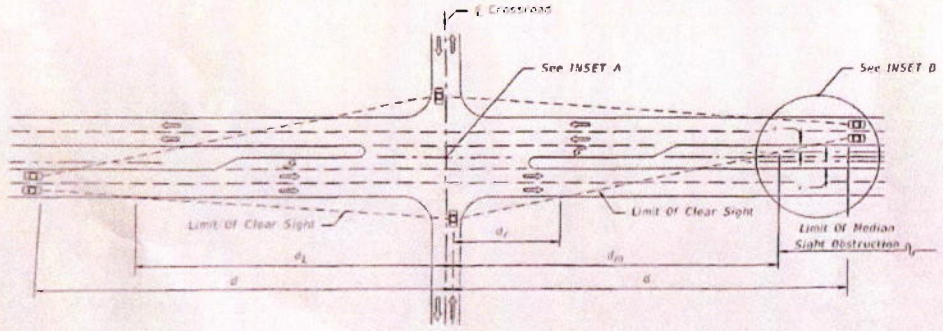
Sheet No.
L-3

CAO



SCALE: 1"=80'

INTERSECTION SIGHT DISTANCE: 4-LANE DIVIDED



4-LANE DIVIDED

Median 22' or Less				
Design Speed (mph)	d (Ft.)	d_L (Ft.)	d_r (Ft.)	d_m (Ft.)
≤ 30	395	280	90	325
35	460	325	100	380
40	525	375	115	430
45	590	420	130	485
50	655	465	145	540
55	720	510	160	590
60	785	555	175	645
65	850	605	185	700

25'-64' Median				
Design Speed (mph)	d (Ft.)	d_L (Ft.)	d_v (Ft.)	d_{vL} (Ft.)
≤ 30	355	255	330	240
35	415	295	390	280
40	470	335	445	320
45	530	375	500	360
50	590	420	550	400
55	650	460	610	440
60	705	500	665	480
65	765	545	720	520

Passenger Vehicle

VALEWOOD DRIVE
SIGHT DISTANCE EXHIBIT

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20241144338 Date: 12/2/2024

VALEWOOD DRIVE DESIGN SPEED:
<30 MPH (at intersection)

VEHICULAR SIGHT DISTANCE TRIANGLES AT ALL INTERSECTIONS SHALL COMPLY WITH AASHTO GREEN BOOK TABLE 9-12 INTERSECTION SITE DESIGN DISTANCE. SEE DETAIL A, SHEET LP-1.

VEHICULAR SIGHT DISTANCE TRIANGLES AT ALL DRIVEWAY INTERSECTIONS SHALL COMPLY WITH COLLIER COUNTY GENERAL CODE 04.06.01 (D) SITE VISIBILITY TIANGLES DETAIL 4., SHEET LP-#

NOVA LANDSCAPE DESIGNS
DANIEL A. NOVAKOVICH, LANDSCAPE ARCHITECT FL#1457
NOVA L.A. DESIGNS, INC.
NAPLES, FLORIDA
CELL: 239-250-9505

VALEWOOD DRIVE
Median Plantings
North Naples, Florida

6/28/22

Drawn By: DAN

Sheet Title: Site Distance Exhibit

CAO

LANDSCAPE SPECIFICATIONS:

GENERAL:

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND WORK CALLED FOR ON THE LANDSCAPE PLANS AND IN THE LANDSCAPE SPECIFICATIONS. IN THE EVENT OF VARIATION BETWEEN QUANTITIES SHOWN ON PLANT LIST AND THE PLANS, THE PLANS SHALL CONTROL. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SIZES, SPECIFICATIONS, AND REPORT ANY DISCREPANCIES AT THE TIME OF BIDDING.

THE LANDSCAPE CONTRACTOR SHALL REVIEW ARCHITECTURAL/ ENGINEERING PLANS AND BECOME THOROUGHLY FAMILIAR WITH SURFACE AND SUBSURFACE UTILITIES. PRIOR TO THE PREPARATION OF THE PLANTING AREAS, THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO; WATER, SEWER, TELEPHONE AND ELECTRICAL SERVICES. THESE UTILITIES MAY NOT BE INDICATED ON THE LANDSCAPE PLANS. THE CONTRACTOR SHALL NOT DISRUPT OR DAMAGE THE ABOVE MENTIONED UTILITIES, IF DAMAGE OCCURS, THE CONTRACTOR SHALL BE RESPONSIBLE IN REPLACEMENT OR REPAIRING THE DAMAGED UTILITY PROMPTLY.

INVESTIGATE BEFORE YOU EXCAVATE. CALL SUNSHINE STATE 1-800-432-4770 FLORIDA STATUTE 553.851 (1979) REQUIRES MIN. OF 2 DAYS AND MAX. OF 5 DAYS NOTICE BEFORE YOU EXCAVATE.

THE WORK UNDER THESE PLANS CONSIST OF SUPPLYING AND INSTALLING THE COMPLETE PLANT MATERIALS AS SHOWN ON THE LANDSCAPE PLANS. THIS SHALL INCLUDE ALL LABOR, EQUIPMENT, AND ASSOCIATED MATERIALS (PLANTING SOIL, FERTILIZER, WATER, STAKING AND MULCH) IN SUFFICIENT QUANTITIES TO COMPLETE THE PLANTINGS AS SHOWN ON THE PLANS. ALSO INCLUDED IS THE MAINTAINING OF THE PLANT MATERIAL UNTIL FINAL ACCEPTANCE AND FULFILLMENT OF ALL GUARANTEE PROVISIONS AS STATED IN THESE NOTES. THE WORK SHALL INCLUDE THE WATER REQUIRED FOR THE ESTABLISHMENT OF PLANT MATERIAL DURING THE GUARANTEE PERIOD IF THE IRRIGATION SYSTEM IS NOT FUNCTIONING AT THE TIME OF INSTALLATION.

EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT AND FURNISHINGS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OF PROPERTY WHICH MAY OCCUR AS A RESULT OF NEGLIGENCE IN THE EXECUTION OF THE WORK.

ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN.

THE LANDSCAPE ARCHITECT AND OWNER PRESENTATIVE SHALL HAVE THE RIGHT, AT ANY STAGE OF THE OPERATIONS TO REJECT ANY AND ALL WORK AND MATERIALS WHICH, IN THEIR OPINION, DO NOT MEET WITH THE REQUIREMENTS OF THESE SPECIFICATIONS.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING PLANT MATERIAL WITHIN THE PLANTING AREA. THE CONTRACTOR SHALL REMOVE ALL EXTRANEOUS MATERIALS, PLANT DEBRIS AND UNACCEPTABLE SOILS WITHIN THE PLANTING AREA THAT WILL BE DETRIMENTAL TO THE PROPER INSTALLATION OF THE PLANT MATERIAL.

ALL TREES, PALMS, SPECIMENS, SHRUBS AND GROUNDCOVERS SHALL BE FLORIDA FANCY GRADE, OR FLORIDA #1, AS OUTLINED UNDER GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANT INDUSTRY, STATE OF FLORIDA, UNLESS OTHERWISE NOTED.

PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE, BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. ALL PLANT MATERIAL SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER WATERING OF ALL PLANTS. ALL PLANTS SHALL BE THOROUGHLY WATERED AT TIME OF PLANTING AND KEPT ADEQUATELY WATERED UNTIL TIME OF ACCEPTANCE. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT PLANTS ARE NOT OVER WATERED.

THE LANDSCAPE CONTRACTOR SHALL INSURE THAT HIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

MULCH - ALL PLANT BEDS SHALL BE TOP DRESSED WITH 3" OF HARDWOOD MULCH, AS SPECIFIED ON PLANS (OR APPROVED EQUAL).

CONTRACTOR TO FERTILIZER ALL PLANT MATERIAL UPON INSTALLATION AND FOLLOW MANUFACTURER'S RECOMMENDATIONS. FERTILIZER SHALL BE QUICK RELEASE, WATER SOLUBLE FERTILIZER AND SHALL CONFIRM TO ALL APPLICABLE REGIONAL, STATE AND NATIONAL FERTILIZER LAWS.

SOD ROOTS SHALL BE VISIBLY HEALTHY AND WELL MATTED WITH SUFFICIENT SOIL ADHERING TO THE ROOTS FOR PROTECTION DURING HANDLING. SOD SHALL BE FREE OF WEEDS AND OTHER GRASSES. SOD SHALL BE PLANTED WITH IN 48 HOURS OF HARVESTING OR KEPT DAMP UNTIL PLANTED. SOD NOT MEETING THESE REQUIREMENTS WILL BE REJECTED AND REMOVED FROM SITE AND REPLACED PROMPTLY.

DO NOT PLACE MULCH ON TOP OF THE ROOT BALL. BEGIN MULCHING AT THE EDGE OF THE ROOT BALL AND APPLY MULCH TO AT LEAST AN EIGHT FOOT DIAMETER CIRCLE AROUND THE TREE. CONTRACT A BERM OUT OF MULCH AT THE EDGE OF THE ROOT BALL TO CREATE A BASIN FOR FACILITATING IRRIGATION. DO NOT CONTRACT A BERG OF SOIL SINCE THIS SOIL WOULD END UP OVER THE ROOT BALL SEVERAL MONTHS LATER. WATER THE MULCH WELL AFTER IT IS SPREAD.

SUBSTITUTION OF ANY PLANT AND/OR CONSTRUCTION MATERIAL SHALL FIRST BE APPROVED BY THE LANDSCAPE ARCHITECT AND WCI REPRESENTATIVE AS TO TYPE, SIZE, QUANTITY, AND UNIT COST.

THE CONTRACTOR SHALL CLEAN UP CONTINUOUSLY DURING THE COURSE OF THE PROJECT, WITH EXCESS DEBRIS REMOVED PROMPTLY FROM THE SITE.

MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

A. MAINTENANCE SHALL COMMENCE AFTER EACH PLANT IS PLANTED AND THE MAINTENANCE PERIOD SHALL CONTINUE UNTIL THE JOB OR SPECIFIC PHASE OF THE JOB IS ACCEPTED BY THE LANDSCAPE ARCHITECT AND OWNERS REPRESENTATIVE. EXTREME CARE SHALL BE TAKEN TO INSTRUCT THE OWNER OR HIS REPRESENTATIVES IN GENERAL MAINTENANCE PROCEDURES.

B. PLANT MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, CULTIVATING, MULCHING, TIGHTENING, AND REPAIRING OF GUYS, REPLACEMENT OF SICK OR DEAD PLANTS, RESETTING PLANTS TO PROPER GRADES OR UPRIGHT POSITIONS AND RESTORATION OF THE PLANTING SAUCER AND ALL OTHER CARE NEEDED FOR PROPER GROWTH OF THE PLANTS.

C. DURING THE MAINTENANCE PERIOD AND UP TO THE DATE OF FINAL ACCEPTANCE, THE LANDSCAPE CONTRACTOR SHALL DO ALL SEASONAL SPRAYING AND/OR DUSTING OF TREES AND SHRUBS. UPON COMPLETION OF ALL PLANTING, AN INSPECTION FOR ACCEPTANCE OF WORK WILL BE HELD. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND WCI REPRESENTATIVE FOR SCHEDULING OF THE INSPECTION 10 DAYS PRIOR TO THE ANTICIPATED DATE.

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THE FINAL LANDSCAPE PLANS PRIOR TO PRICING THE WORK.

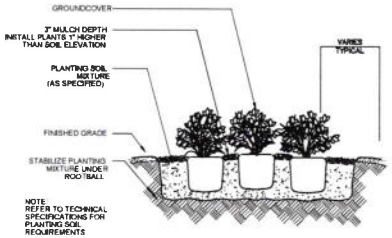
ALL WORK SHALL BE SUBJECT TO CONSTRUCTION OBSERVATION PROCEDURES DURING THE ENTIRE COURSE OF THE PROJECT BY THE OWNER OR HIS REPRESENTATIVE(S). ANY MATERIALS FOUND NOT TO MEET THE SPECIFICATIONS SET BY THESE CONTRACT DOCUMENTS, SHALL BE REMOVED AND REPLACED PROMPTLY. ALL WORK SHALL BE COMPLETED IN A NEAT AND PROFESSIONAL MANNER. THE LANDSCAPE ARCHITECT AND OWNER REPRESENTATIVE RESERVES THE RIGHT TO HAVE ANY WORK OR MATERIALS REMOVED AND REPLACED IF, IN HIS OPINION, IT DOES NOT REPRESENT A PROFESSIONAL APPEARANCE. THIS IS PROVIDING THE WORK OR MATERIALS CAN BE INSTALLED PROPERLY USING CURRENT METHODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE REMOVAL AND REPLACEMENT OF ITEMS NOT FOUND TO MEET THE SPECIFICATIONS OF THESE CONTRACT DOCUMENTS.

GUARANTEE AND REPLACEMENT: ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM DATE OF FINAL INSPECTION AND ACCEPTANCE OF SUCH MATERIALS. TREES, PALMS, AND SPECIMENS SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM SAID DATE. AT THE END OF THE GUARANTEE PERIOD, AN INSPECTION SHALL BE MADE BY WCI'S REPRESENTATIVE AND OWNER, ANY MATERIAL FOUND DEAD OR IN UNSATISFACTORY CONDITION, AS DETERMINED BY THE LANDSCAPE ARCHITECT, SHALL BE REMOVED AND REPLACED PROMPTLY WITHOUT EXPENSE TO THE OWNER.

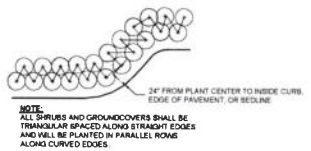
AT THE END OF THE GUARANTEE PERIOD, ANY PLANT REQUIRED UNDER THIS CONTRACT THAT IS DEAD OR NOT IN SATISFACTORY GROWTH, AS DETERMINED BY THE LANDSCAPE ARCHITECT AND AND OWNER's REPRESENTATIVE, SHALL BE REMOVED AND REPLACED. REPLACEMENT PLANTS SHALL HAVE AN EXTENDED GUARANTEE, AS NOTED ABOVE, FROM TIME OF REPLACEMENT.

ALL REPLACEMENTS SHALL BE PLANTED OF THE SAME KIND AND SIZE AS SPECIFIED ON THE PLANT LIST. THEY SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20241144338 Date: 12/2/2024



GROUND COVER PLANTING DETAIL



SHRUB & GROUNDCOVER PLANTING DETAIL

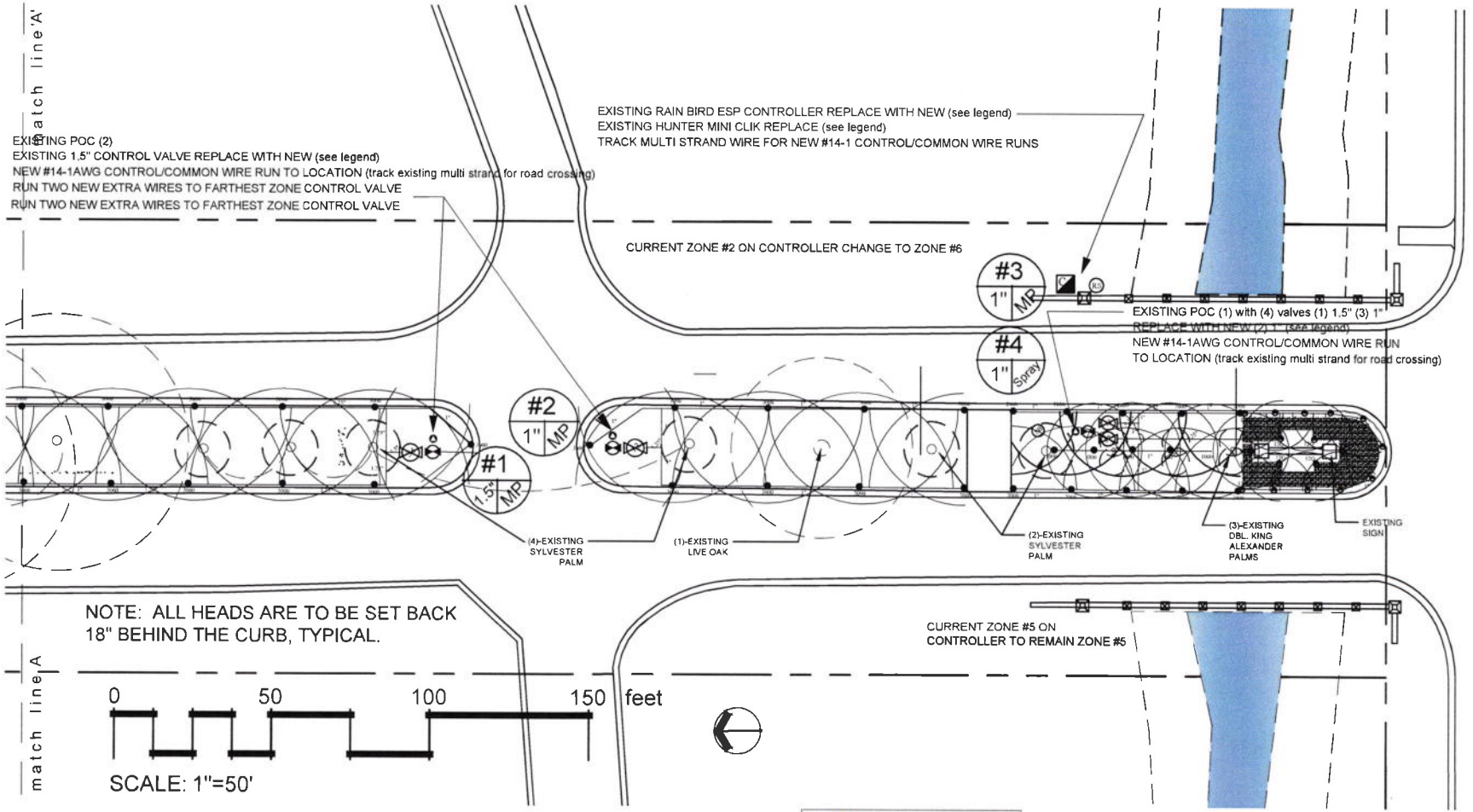
NOVA LANDSCAPE DESIGNS

DANIEL A NOVAKOVIC LANDSCAPE ARCHITECT FL#1457
NOVA LA & DESIGNS, INC
NAPLES, FLORIDA
CELL 239-250-9505

VALEWOOD DRIVE
Median Plantings
North Naples, Florida

11/8/24
Drawn By: DAN Checked By:
Sheet Title: Landscape & Maintenance Notes
Sheet No.: L-5

CAO



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IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL
	EXISTING MAINLINE (not shown) POC FOR MEDIANS IS FROM GOLF COURSE MASTER EXISTING MAINLINE TO REMAIN AND EXISTING VALVE/GATE USED AS POC
	ALL PVC CL200 LATERAL PIPING W/SCH40 FITTINGS TO BE REPLACED WITH NEW (SIZE AS SHOWN ON PLAN)
	NEW RAIN BIRD ESP-SMT SMART MODULAR CONTROLLER NEW RAIN BIRD WR2 WIRELESS RAIN SENSOR USE EXISTING 120V POWER PROVIDED
	RAIN BIRD PESB 1"-1 5" SERIES IRRIGATION CONTROL VALVE IN 12" VALVE BOX
	NEW RED WHITE 206 SERIES (line size) MANUAL GATE VALVE IN 10" VALVE BOX
	EXISTING POC/VALVE LOCATION
	HUNTER PROS-06 PRS40 CV POP UP SPRAY (nozzle as indicated)
	HUNTER PROS-12 PRS30 CV POP UP SPRAY (nozzle as indicated)

NOVA LANDSCAPE DESIGNS

DANIEL A NOVAKOVICH, LANDSCAPE ARCHITECT FL#1457
NOVALA DESIGNS, INC
NAPLES FLORIDA
CELL 239-250-9505

VALEWOOD DRIVE
Median Plantings
North Naples, Florida

6/28/22
DAN

Site Distance Exhibit

L-6

CAO

SITE IRRIGATION NOTES

1. THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT THERE ARE OTHER ACTIVE UTILITIES AND CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES TO AVOID DAMAGE TO THEM.
2. THE CONTRACTOR SHALL MAKE ANY NECESSARY ADJUSTMENTS IN THE PROPOSED IRRIGATION SYSTEM TO AVOID DAMAGE TO EXISTING STRUCTURES, PAVING AND UTILITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO ALL CODES AND ORDINANCES RELEVANT TO THE WORK UNDER THIS CONTRACT.
4. ALL WORK, ADJUSTMENTS, AND INSPECTIONS SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ON-SITE UTILITIES, STRUCTURES, OR PAVING RESULTING FROM IRRIGATION CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND LABOR TO FULLY EXECUTE AND GUARANTEE AS REQUIRED. THE TOTAL WORK SHOWN ON THIS PLAN IN ACCORDANCE WITH SPECIFICATIONS, AND ALSO AS PER INSTRUCTIONS OF THE LANDSCAPE ARCHITECT AND THE OWNER.
7. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES TO ASSURE ADEQUATE INSTALLATION OF THE SYSTEM.
8. THE LOCATION OF THE AUTOMATIC CONTROL CLOCK IS GENERALLY INDICATED ON THE DRAWING AND WILL BE SPECIFICALLY LOCATED ON-SITE BY THE THE OWNER.
9. LINE LOCATIONS AS INDICATED ON THE PLAN ARE SCHEMATIC. THE CONTRACTOR SHALL LOCATE ALL LINES IN SUCH A WAY AS TO CAUSE THE LEAST CONFLICT WITH THE LOCATION OF PROPOSED PLANT MATERIAL (AS SHOWN ON THE LANDSCAPE DEVELOPMENT PLAN) AND OTHER SITE AMENITIES.
10. ALL MAIN LINES SHALL BE INSTALLED A MAXIMUM OF 2' FROM THE BACK OF CURB WHERE POSSIBLE. LATERAL LINES SHALL BE INSTALLED LIKEWISE WHERE POSSIBLE.
11. THE CONTRACTOR SHALL ADJUST THE RADIUS AND ARC OF EACH HEAD TO MINIMIZE "OVERTHROW" AND TO ELIMINATE DRY SPOTS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUPPLY AND INSTALLATION OF ADDITIONAL HEADS TO COVER "DRY SPOTS" OR SLIGHT VARIATIONS FROM THE PLAN TO THE SITE. THE LOCATION AND ARRANGEMENT OF THESE HEADS SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.'
13. THE ELECTRIC SUPPLY WILL BE STUBBED OUT AT THE CONTROL CLOCK LOCATION BY OTHERS. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL CONNECTIONS FROM CONTROL VALVES TO THE CONTROL CLOCK.
14. THE ENTIRE SYSTEM SHALL BE UNCONDITIONALLY GUARANTEED BY THE IRRIGATION CONTRACTOR AGAINST ALL DEFECTIVE WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE AT TIME OF COMPLETION OF PROVIDING "AS BUILT" DRAWINGS, TO INCLUDE LOCATIONS OF ALL VALVES (AUTOMATIC AND MANUAL) WITH TRIANGULATED MEASUREMENTS TO EACH, INCLUDE LOCATIONS OF ALL VALVES (AUTOMATIC AND MANUAL) WITH TRIANGULATED MEASUREMENTS TO EACH, AS WELL AS ANY DEVIATIONS IN LOCATION OF PIPING AND HEADS REPRESENTED AS REPRESENTED BY THE CONTRACT DOCUMENTS.

GENERAL NOTES

PIPING AND SOME ELEMENTS ARE SHOWN IN PAVED OR OTHER NON-LANDSCAPE DESIGNATED AREAS FOR GRAPHIC CLARITY ONLY, ACTUAL LOCATION SHALL BE WITHIN THE PROJECT'S LANDSCAPE DESIGNATED AREA.

IRRIGATION CONTRACTOR SHALL FIELD DETERMINE THE FINAL LOCATIONS FOR IRRIGATION CONTROLLERS.

RAIN SENSORS SHALL BE LOCATED IN OPEN AREAS FREE OF VEGETATIVE OR STRUCTURAL OBSTRUCTION, CLEAR OF IRRIGATION COVERAGE.

GENERAL CONTRACTOR SHALL PROVIDE DEDICATED 120 VOLT POWER IN CONDUIT TO CONTROLLERS.

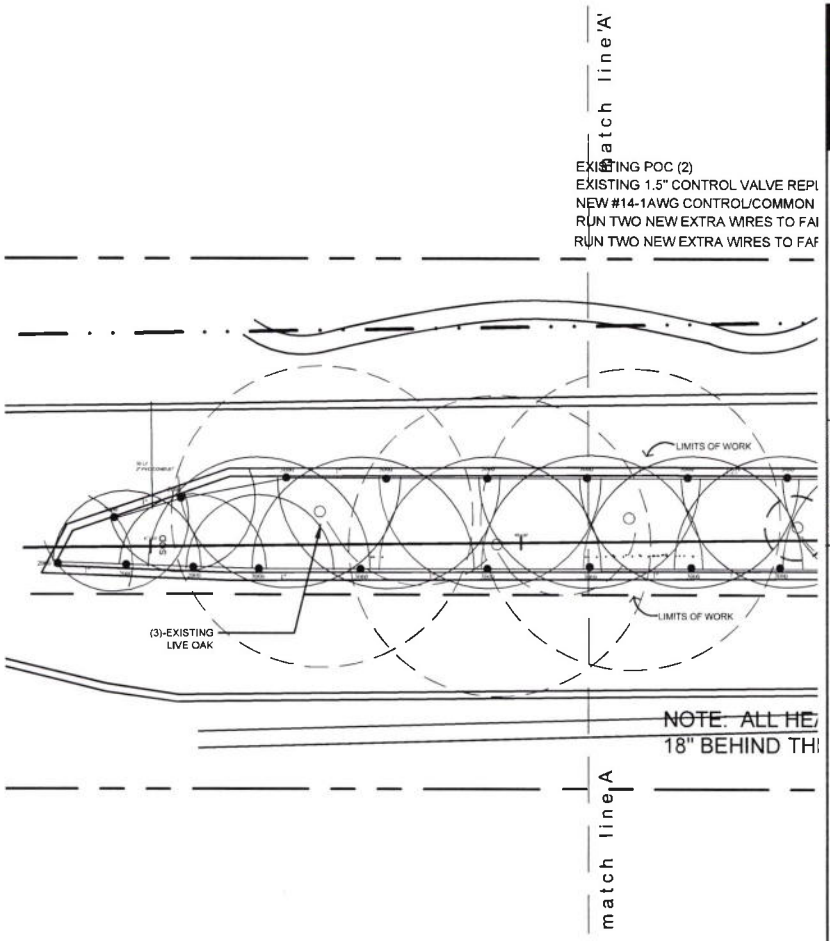
IRRIGATION AS-BUILT DRAWINGS SHALL BE KEPT AT ALL TIMES AND SHALL BE MADE AVAILABLE FOR REVIEW ON DEMAND

IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS TO INSTALL SYSTEM DEFINED BY THESE DOCUMENTS. SAID PERMITS TO INCLUDE ALL WELL AND WATER USE PERMITS BY ALL LOCAL JURISDICTIONS.

CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, SERVICES, SPECIFIED PRODUCTS, AND EQUIPMENT NECESSARY FOR THE COMPLETE INSTALLATION OF DEPICTED IRRIGATION SYSTEM

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 100% COVERAGE TO ALL PLANT MATERIAL SHOWN AND IDENTIFIED, INCLUDING ALL TURF AREAS.

CONTRACTOR CONCEDES TO THE OWNER THAT TIME IS OF THE ESSENCE AND THAT ANY DAMAGES OCCASIONED BY THE CONTRACTORS FAILURE TO COMPLETE THE WORK BY THE DATES ESTABLISHED IN THE CONTRACT, WHERE APPLICABLE, SHALL BE REIMBURSABLE TO THE OWNER



0 50 100 150 feet

SCALE: 1"=50'

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20241144338 Date: 12/2/2024

NOVA LANDSCAPE DESIGNS

DANIELA NOVAKOVSKI LANDSCAPE ARCHITECT FL#1437
NOVA L.A. DESIGNS, INC
NAPLES, FLORIDA
CELL 239-250-0505

VALEWOOD DRIVE
Median Plantings
North Naples Florida

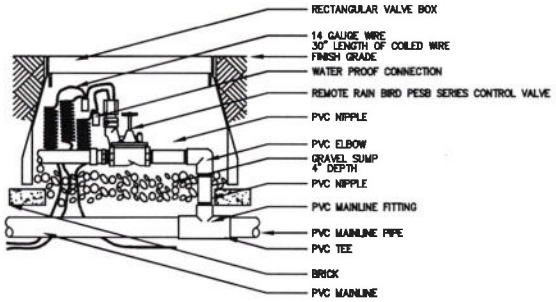
6/9/23

DAN

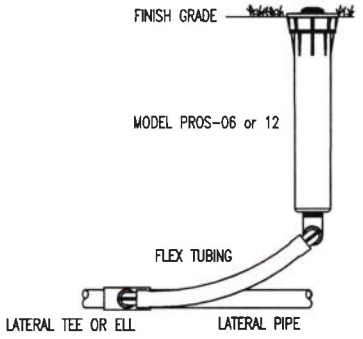
Site Distance Exhibit

L-7

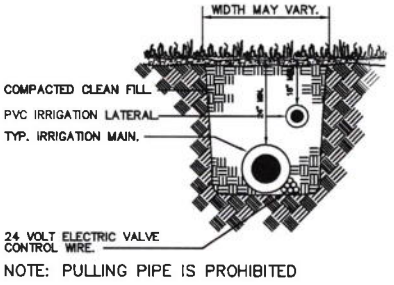
CAO



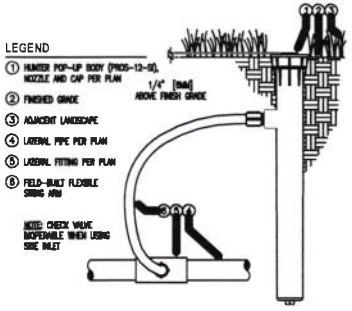
CONTROL VALVE DETAIL



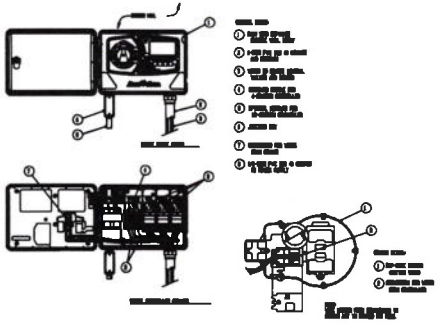
6" POP UP ROTATOR DETAIL



TRENCHING DETAIL



12" POP UP SPRAY DETAIL



CONTROLLER DETAIL

Collier County
Reviewed and Approved For:
Right of Way (ROW)
PRROW20241144338 Date: 12/2/2024

NOVA LANDSCAPE DESIGNS

DANIEL A. NOVAKOVICH LANDSCAPE ARCHITECT FL#1457
NOVA L A DESIGNS, INC
NAPLES FLORIDA
CELL 239-250-9505

VALEWOOD DRIVE
Median Plantings
Immokalee Road, Naples, Florida

6/28/22
DAN

Irrigation Details

L-8

CAO

SCHEDULE "B"

RIGHT OF WAY LANDSCAPE MAINTENANCE SPECIFICATIONS

These specifications are intended to provide the information by which private entities may understand the minimum requirements of Collier County relative to maintaining County rights of ways. Records of all specification requirements shall be kept and made available to the County's representative upon request.

A. **MOWING AND EDGING:** Mowing and edging shall include medians as well as those areas, if existing, along the outside edge of the sidewalks of adjacent properties. All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be collected and removed at no additional cost. Grass shall be cut at a height of three and one half inches (3 ½"). The frequency of cutting will be weekly or fifty-two (52) times.

Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all planting beds, utility service boxes, streetlight bases, sign posts, headwalls, guardrails, timer pedestals, posts, and trees. Metal blade edging is not permitted along back of curbing. Grass root runners extending into the mulched areas shall be cut and removed when the edging is performed. Edging will also be required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, signposts, manholes, etc. where they exist. All debris on streets, sidewalks or other areas resulting from edging shall be removed. No herbicide shall be used for edging.

All sidewalks, curbing and/or gutters shall be cleaned after each service. All sidewalks shall be blown clean, but no clippings or other debris shall be blown or allowed to be deposited on other adjacent property or accumulate on right-of-way areas.

B. **WEEDING:** Weeding of plant beds, sidewalks (asphalt, concrete or pavers), guardrail bases, and curb joints as well as other mulched areas by chemical and/or hand removal will be performed weekly or as necessary to provide a weed free and well-maintained area.

C. **GENERAL SITE PRUNING:** General site pruning shall be defined as the pruning of any plant's foliage below ten-foot (10') foot.

All groundcovers, shrubs, canopy trees and palms up to ten-foot (10') level, shall be inspected and pruned on a weekly or an as needed basis, so to maintain the proper or required heights for visibility, vehicular movement purposes and desired shape or form as determined by County's representative. Pruning shall also include removal of water sprouts, suckers and any dead or diseased foliage or branches.

During the first week of October and April, ornamental grasses, such as Fountain grass, Florida Gamma or Fakahatchee grass shall be pruned in a pyramid shape to a twelve-inch (12") or twenty-four (24") height based upon the type of plant. Ornamental type grasses such as Liriope muscari 'Evergreen Giant', shall only be pruned at the direction and approval of the County's representative.

Plant material with a canopy over pedestrian sidewalks shall be maintained at a minimum height of one hundred twenty inches (120"). Shrubs and groundcovers adjacent to pathways or sidewalks shall be pruned to maintain one foot (1') of clearance from the edge of the pathway. IT is recommended that adjacent shrubs and groundcovers be maintained so that they angle or are rounded away from the pathway.

D. **TRASH REMOVAL:** With each service, all sites shall be cleaned by removing all trash or debris to include, but not limited to; paper, bottles, cans, other trash, and horticultural debris. All debris or trash pick-ups shall be performed "prior" to mowing in all turf areas. The disposal of all trash and debris must be at a proper landfill or disposal site.

E. **STREET CLEANING/SWEEPING:** Street Cleaning: A four foot (4') wide area measured from the face of the curb and gutters including turn lanes shall be cleaned with each site service to remove any accumulation of debris or objectionable growth so to maintain a neat and safe condition.

F. **TRAFFIC CONTROL:** The Association shall comply with the requirements of Collier County Maintenance of Traffic (MOT) Policy, copies of which are available through Risk Management or the Purchasing Department. The Association shall obtain and review the County MOT policy requirements prior to submitting a bid.

The Association will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standard Indexes, or other related documents, so to become familiar with the requirements. Strict adherence to the requirements of the MOT policy will be enforced under this Contract.

To assist in employee visibility, employees servicing the area shall wear high visibility safety apparel in compliance with the most current editions of the FDOT Design Standards and the Collier County Maintenance of Traffic (MOT) policy.

G. **CANOPY TREE AND PALM PRUNING:** For this site, canopy trees shall be defined as any large shrub, tree, or palm with foliage above a ten-foot (10') level.

All canopy trees and palms shall be pruned on a continuous basis to create and maintain a seventeen-foot (17') canopy clearance over the roadways and a ten-foot (10') canopy clearance over all pathways. Canopy trees shall be selectively pruned twice per year in April and September so to thin the interior canopy of cross branching and to shape the canopy of the trees. The County's representative shall approve a professional licensed to prune tress under the direction of a Licensed Landscape Architect, Arborist, Tree Surgeon, or other approved professional shall do the pruning and sharpening. The work shall be performed per ANSI AS300 "Standard Practices for Trees, Shrubs, and other Woody Plant Maintenance" and done in a professional manner in accordance with "Pruning Standards" of the national Arborist Association or accepted local trade standards and practices.

Palms shall be pruned annually during June of each year. The palms shall be pruned to a "Tropical Cut" or to a nine (9) o'clock- three (3) o'clock angle from the horizontal at the base of the palm's bud or lowest fronds. Approximately seven (7) to (10) ten green fronds shall be left at the head after pruning. The pruning shall include removal of all nuts, seed stalks, brown or dead and lower fronds.

The work shall be done in a professional manner in accordance with acceptable trade standards and practices. The palms shall not be climbed with tree spikes to remove the fronds. The pruning shall be accomplished by the use of a ladder, boom truck or lift. All debris from the pruning shall be removed and the site shall be left on a clean and neat manner.

When the annual or bi-annual heavy pruning work is being performed with the use of a lift or boom truck, it is required that the adjacent traffic or turn lane to the work area, be closed using traffic control devices and signage per the current FDOT traffic control standards and indexes.

H. **FERTILIZATION:** The application of fertilizers shall follow Ordinance No. 2019-18. No Applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period, or to saturated soils. Follow UF/IFAS guidelines for turfgrass fertilization. Contractor/subcontractor must have valid licenses issued by Florida Department of Agriculture and Consumer Services for Limited Urban Commercial Fertilizer Applicator Certification (FDACS LUFAC). Provide fertilization services four (4) times a year in March, June, September, and December. Only twice (2) a year if using six (6) month application rate. Nitrogen content in any fertilizer must be at a minimum of 50% slow release. Contractor shall ensure that fertilization scheduling does not exceed the fertilizer label rate prescribed and complies with state and local ordinances. It is important to note that local fertilizer regulations may prohibit the use of nitrogen fertilizers during the summer months. Applied at a rate of 1.5 lbs. per 100 square feet. Broadcasted throughout the planting beds and turf areas. All tree pit areas should be fertilized evenly.

No fertilizer ring around trees under any circumstances. If a ring is formed, contractor/subcontractor is required to return to the site and spread the fertilizer correcting the situation at their expense. This may include contractor/subcontractor purchasing additional fertilizer because applied fertilizer may not be able to spread. Immediately remove fertilizers from curbs and sidewalk areas to avoid staining.

Fertilization Applications

Contractor/subcontractor shall use deflector shields on all application equipment to minimize the inadvertent application of fertilizer in non-plant areas. Contractor shall blow, sweep, or wash back into the landscape any fertilizer deposited on paved or impervious surfaces. Use "Ring of Responsibility" around or along the shoreline of canals, lakes, or waterways.

Ensure fertilizers and other lawn chemicals do not come into direct contact with the water. Apply fertilizer only when plants are actively growing. Clean up spilled fertilizer materials immediately as per University of Florida IFAS recommendations. Store nitrate-based fertilizers separately from solvents, fuels, and pesticides, because nitrate fertilizers are oxidants and can accelerate a fire. After fertilizing (other than when watering restrictions apply), irrigate with at least a quarter inch (1/4") of water following fertilization to avoid the loss of nitrogen and increase uptake efficiency. If water restrictions apply, the contractor may irrigate as permitted but no more than one-half inch (1/2") following fertilization.

Do not exceed the annual nitrogen recommendations in the Fertilizer Guidelines for Established Turfgrass Lawns in Three Regions of Florida as provided on the label.

Bed, Tree, Shrub, Palm, Flower, Groundcover Fertilization

Broadcast fertilizer uniformly over all the landscaped areas, and consider root location, fertilization objectives, and plant species when applying fertilizer. In areas where tree or shrub fertilization zones overlap with lawn fertilization zones, the contractor shall fertilize one or the other of the plant types, but not both.

Palm Fertilization

Palms have different nutritional requirements from other landscape plants. They suffer quickly and conspicuously from inadequate mineral nutrition, whether due to insufficient or incorrect fertilization. Division's Landscape Supervisor will provide the fertilization schedule.

Note: Fertilize palms with a granular slow-release fertilizer three to four times per year. An acceptable formulation is 8-0-12-4 (N, P, K, Mg plus micro-elements), 50% Slow Release.

Turf Fertilization

Treat deficiencies of specific nutrients with applications of the lacking nutrient in accordance with University of Florida IFAS recommendations until deficiencies are corrected, or as directed from Division Landscape Supervisor. Must have prior approval. Adjust fertilizer rates according to health, maturity, and desired growth patterns.

Fertilization for Establishment

During the establishment phase for shrubs, trees, and ground covers, fertilize landscape plants with a slow-release fertilizer as per University of Florida IFAS recommendations. Shrubs and groundcovers shall have the fertilizer blown or fan raked off following the broadcast application. Immediately after the fertilizer is applied, the areas shall be watered.

H. **MULCHING:** Organic Mulch Areas with no mulch or new planting areas shall have mulch placed to provide for a four inch (4") non-compacted or unsettled depth measured from the existing soil grade. The area to receive the mulch shall be raked level to establish the proper finished grade and have all weeds removed prior to the placement of the mulch. Two inches must be applied to replenish this mulch twice a year, November and during May.

I. **LANE CLOSURE:** Lane closure for median maintenance shall comply with the most current editions of the FDOT Design Standards and the Collier County Maintenance of Traffic (MOT) policy.

J. **IRRIGATION SYSTEMS:** The irrigation systems shall be checked and repaired as necessary. Each zone shall be manually turned on at the valve once a week and a thorough inspection conducted to ascertain proper operations of the system. Quick coupling valves, if existing shall be reviewed weekly and operated quarterly to insure proper operation. Maintenance responsibilities will include cleaning and adjustment of heads, nozzles, installation or replacement of risers, repair of minor PVC piping breaks or subsurface piping or restricted sprinkler lines, replacement of damaged valve boxes/lids and adjustment of controller and rain shut off switches for settings and operations. Where required, the Association shall maintain on site reclaimed water irrigation signage.

SUBSURFACE IRRIGATION SYSTEMS:
No excavation or mechanical metal edging around plant beds shall be done within the Right-of-way. Mechanical metal blade edging is permitted along the back of curbing.

Weekly Service Requirements:

1. A visual inspection of the subsurface irrigation systems shall be performed weekly to determine if the systems are functioning normally and if cuts, leaks, piping damage, flooded areas exist, and repair as necessary. This shall also include review and re-setting of the controller and in-ground moisture sensor adjustments or other rain sensing devices as needed.

2. System Computer/Controller
    a. Operate, adjust, and set controller to provide proper operation of the systems.
    b. Diagnose and repair electrical and mechanical malfunctions.
    c. Monitor and adjust the system zones moisture levels based upon moisture sensor readings.
    d. Operate controller on automatic, manual, and single trip operation.
    e. Monitor controller standby battery backup and replace as required.

3. Automatic Control Assemblies and Quick Coupling Valves
    a. Review control valve assembly and by-pass system for proper settings.
    b. Open zone control valve assemblies and quick coupling valve boxes to review valves for leaks; pressure gauge operation; proper settings and are clean of debris or mulch.

4. Pump Sites
    a. Inspect for proper operations.
    b. The Association shall record and provide to the County's representative the well water flow meter readings for the two well locations on the General Maintenance Report Sheets.

5. Review system water source connections to include water meters, backflow preventers, gate valve points of connection and main lines for proper operation.

Monthly Service Requirements:

1. Automatic Control Valve Assembly
    Manually operate valves, and clean valve assembly filters.

2. Backflow Assembly
    Review assembly for proper operation and clean filter as needed.

3. Quick Coupling Valves
    Review boxes and operate valve.

4. Pump Sites
    a. Once a month, the Association will trouble shoot each pump station, checking amperage draw and document the results for future reference.
    b. Manually run the system to ensure proper coverage and that no sprinkler head and nozzle are spraying onto the roadway. Clean and adjust sprinkler heads and nozzles and irrigation shields to ensure proper coverage.

CAO

c. The Association will check all zone wiring and solenoid conditions through the use of an OHM meter and document the results for future reference.
d. The Association will clean the strainers filters and inspect them for wear at the Pump Station.

5. Manually run the system with open flush caps and review sprinkler head indicators located at the end of zones.

6. Review pressure gauge readings at control valve assemblies for each zone, as well as gauges located at the end of zones where present to determine the system and porous piping is functioning properly.
7. Check, analyze and adjust flow control devices as required.

Quarterly Service Requirements:
1. Review all subsurface system piping, valve assemblies, wiring, moisture sensors and controllers for overall operation and provide adjustments as required to assure proper operation and irrigation application.

Conventional Pop-up Irrigation Systems:
Weekly Service Requirements:
1. Each median zone shall be manually turned on at the valve to ascertain proper operation of the system.
2. Repair system for any blown-off heads, broken lines or leaks around heads or valves.
3. Check the controller and rain sensing devices for proper operation and settings.
4. The Association shall further adjust all sprinkler heads to ensure that all landscaped areas receive one hundred percent (100%) irrigation coverage.
5. Within all work areas the Association shall review the plant material and turf for dry conditions and if found correct the problem.

Monthly Service Requirements:
1. Manually run the system, clean and adjust sprinkler heads/nozzles and concrete donuts as necessary to ensure proper coverage and that there are no sprinkler heads/nozzles spraying directly onto the roadway.
   a. Each median and side right-of-way zone shall be manually turned on at the valve to ascertain proper operation of the system.
   b. Repair system for any blown-off head, broken lines or leaks around heads or valves.
   c. Check the controllers and rain sensors for proper operation and settings.
   d. The Association shall further adjust all sprinkler heads to ensure that all landscaped areas receive one hundred percent (100%) irrigation coverage.
   e. Within all work areas the Association shall review the plant material and turf for dry conditions and if found correct the problem.

General Service Requirements for Irrigation Systems:
1. Should South Florida Water Management District or other governing agency establish water restrictions, the irrigation systems shall be inspected, and all other controllers set to the mandated hours of operation set by the District or Agency. Subsurface systems are exempt from water restrictions.
2. Replace defective heads or nozzles, install, or replace defective risers and repair minor breaks or restricted sprinkler lines.
3. Replace damaged valve boxes/lids if caused by the Maintenance Association.
4. Inspect, clean, and replace, if necessary, screen/filters within the sprinkler heads.
5. Keep all grass and mulch out of all valve boxes. All valve boxes in sod areas are to be kept at sod level. All valve boxes in plant beds are to be kept two inches (2") above finished mulch.
6. One hundred percent (100%) irrigation coverage shall be maintained within all irrigated landscaped areas while this Contract is in effect.

7. Notification to the County's representative is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the County's representative at no added cost.

CAO

Miscellaneous Irrigation Maintenance Responsibilities:

1. Should the temperature be forecast to be below thirty-four (34) degrees, the Association shall be responsible for turning the irrigation system off to protect plants from possible freeze damage.
2. It shall be the Association's responsibility to notify the County's representative of any irrigation problems or additional irrigation maintenance needs.
3. The irrigation service personnel must trouble shoot time clocks, i.e., power-in 110 volt and 24-volt fuses, 24 volts output when necessary.
4. The irrigation services personnel must trouble shoot any pump start relay, main fuses, and capacitors when necessary.

K. **BRICK PAVERS:** All median brick paving shall be pressure cleaned twice per year, in April and November, to remove marks, gum and other dirt that may be deposited on the surface areas. Upon finding damaged areas, the Associations shall clean-up debris if present, and or flag off the areas with protective barriers and/or high visibility hazard tape. Damaged areas must be repaired as quickly as possible.

L. **PEST CONTROL:** Trees, Palms, Shrubs, Groundcovers, and Sod must be closely monitored for pests and diseases and must be treated appropriately by a licensed Pest Control Operator approved by the County's representative.

Executive Summary

Recommendation to adopt a Resolution and approve a Lease Agreement with State Representative Yvette Benarroch for use of County-owned office space.

OBJECTIVE: For State Representative Yvette Benarroch to utilize County-owned office space within the Administration Building at the main Government Center.

CONSIDERATIONS: In order to have a local presence in the community, State Representative Yvette Benarroch (Representative) has requested utilization of office space contained in Suite 304 within the Administration Building at the main Government Center.

The attached Lease reflects the Representative's electorate term, which commenced on November 19, 2024, and runs through November 18, 2026. The Lease includes a renewal option for additional two-year terms pending the Representative's re-election. The annual rental amount of $10 will be paid in full and in advance. The County is responsible for all utilities, janitorial service, and local telephone service to the leased space. The Representative will be responsible for all long-distance telephone charges.
As required by Florida Statute 125.38, a Resolution, which is attached, declares that Suite 304 is not required for County use and available for lease to the Representative.

FISCAL IMPACT: The annual rental fee of $10 will be paid in full and shall be deposited into the General Fund (0001).

GROWTH MANAGEMENT IMPACT: There is no Growth Management impact associated with this action.

LEGAL CONSIDERATIONS: This item is approved for form and legality and requires majority vote for Board action. - SAA

RECOMMENDATIONS: To adopt the Resolution and approve the Lease with State Representative Yvette Benarroch and authorize the Chairman to execute the attached Lease and Resolution.

PREPARED BY: Sonja Stephenson, Property Management Specialist

ATTACHMENTS:
1. Lease Agreement
2. Resolution

LEASE AGREEMENT

THIS LEASE AGREEMENT ('Lease') entered into this ____ day of _____, 2025, between State Representative Yvette Benarroch, whose mailing address is 3299 East Tamiami Trail, Suite 304, Naples, Florida 34112, hereinafter referred to as "LESSEE," and COLLIER COUNTY, a political subdivision of the State of Florida, whose mailing address is in care of Real Property Management, 2685 Horseshoe Dr. South, Suite 103, Naples, Florida 34104, hereinafter referred to as "LESSOR."

W I T N E S S E T H

In consideration of the mutual covenants contained herein, and other valuable consideration, the parties agree as follows:

ARTICLE l. Demised Premises

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the property located at the Collier County Government Center, Administration Building, 3299 East Tamiami Trail, Naples, Suite 304, Florida 34112, hereinafter called the "Demised Premises," situated in the County of Collier and the State of Florida, for the sole purpose of operating a government office.

ARTICLE 2. Term of Lease

LESSEE shall have and hold the Demised Premises for a term of two (2) years, commencing on November 19, 2024, and ending November 18, 2026. LESSEE is granted the option, provided LESSEE is re-elected to the same office, and is not in default of any of the terms of this Lease, to renew same for automatic two (2) year terms, under the same terms and conditions as provided herein, by giving written notice of LESSEE'S intention to do so to the LESSOR not less than thirty (30) days prior to the expiration of the leasehold estate hereby created. Said notice shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

LESSOR and LESSEE reserve the right to terminate this Lease, with or without cause, by providing LESSEE with thirty (30) days written notice to the address set forth in Article 13 of this Lease. Said notice shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

ARTICLE 3. Rent

LESSEE hereby covenants and agrees to pay as rent for the Demised Premises the sum of Ten Dollars and 00/100 Cents ($10.00) per annum. The annual rent shall be paid in full thirty (30) days following the execution of this Lease by LESSOR.

In the event LESSEE elects to renew this Lease, as provided for in ARTICLE 2, the rent stated above shall remain the same for the ensuing renewal term.

ARTICLE 4. Other Expenses and Charges

LESSOR shall pay all costs associated with the Demised Premises including, but not limited to, janitorial services and any and utility charges, except for long distance telephone charges which are addressed below. Utility charges shall include, but shall not be limited to, electricity, light, heat, air conditioning, power, water, and sewer services used, rendered or supplied thereupon or in connection with the Demised Premises.

CAO

LESSOR shall bill, on a monthly basis, LESSEE for all long distance calls. LESSEE covenants to pay LESSOR for monthly telephone long distance charges, within thirty (30) days of receipt of invoice, in lawful money of the United States of America, at the address of LESSOR set forth in this Lease or at such other place as LESSOR may designate.

ARTICLE 5. Modifications to Demised Premises

Prior to making any changes, alterations, additions or improvements to the Demised Premises, LESSEE will provide to LESSOR all proposals and plans for alterations, improvements, changes or additions to the Demised Premises for LESSOR'S written approval, specifying in writing the nature and extent of the desired alteration, improvement, change, or addition, along with the contemplated starting and completion time for such project. LESSOR or its designee will then have sixty (60) days within which to approve or deny in writing said request for changes, improvements, alterations or additions. LESSOR shall not unreasonably withhold its consent to required or appropriate alterations, improvements, changes or additions proposed by LESSEE. If after sixty (60) days there has been no response from LESSOR or its designee to said proposals or plans, then such silence shall be deemed as a denial to such request to LESSEE.

LESSEE covenants and agrees in connection with any maintenance, repair work, erection, construction, improvement, addition or alteration of any authorized modifications, additions or improvements to the Demised Premises, to observe and comply with all then and future applicable laws, ordinances, rules, regulations, and requirements of the United States of America, State of Florida, County of Collier, and any and all governmental agencies.

All alterations, improvements and additions to said Demised Premises shall at once, when made or installed, be deemed as attached to the freehold and to have become property of LESSOR. Prior to the termination of this Lease or any renewal term thereof, or within thirty (30) days thereafter, if LESSOR so directs, LESSEE shall promptly remove the additions, improvements, alterations, fixtures and installations which were placed in, on, or upon the Demised Premises by LESSEE, and repair any damage occasioned to the Demised Premises by such removal; and in default thereof, LESSOR may complete said removals and repairs at LESSEE'S expense.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

ARTICLE 6. Access to Demised Premises

LESSOR, its duly authorized agents, representatives and employees, shall have the right after reasonable notice to LESSEE, to enter into and upon the Demised Premises or any part thereof at all reasonable hours for the purpose of examining the same and making repairs or providing services therein, and for the purposes of inspection for compliance with the provisions of this Lease.

ARTICLE 7. Assignment and Subletting

LESSEE covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other persons to occupy same without the written consent of LESSOR. Any such assignment or subletting, even with the consent of LESSOR, shall not relieve LESSEE from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Demised Premises.

CAO

ARTICLE 8. Indemnity

LESSEE, in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, shall indemnify, defend and hold harmless LESSOR, its agents and employees from and against any and all liability (statutory or otherwise), damages, claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements both at trial and appellate levels) arising, directly or indirectly, from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (A) LESSEE'S use of the Demised Premises, (B) any work or thing whatsoever done, or any conditions created (other than by LESSOR, its employees, agents or contractors) by or on behalf of LESSEE in or about the Demised Premises, (C) any conditions of the Demised Premises due to or resulting from any default by LESSEE in the performance of LESSEE'S obligations under this Lease, or (D) any act, omission or negligence of LESSEE or its agents, contractors, employees, subtenants, licensee or invitees. In case any action or proceeding is brought against LESSOR by reasons of any one or more thereof, LESSEE shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall defend such action or proceeding if LESSOR shall so request, at LESSEE'S expense, by counsel reasonably satisfactory to LESSOR.

The LESSOR shall not be liable for any injury or damage to person or property caused by the elements or by other persons in the Demised Premises, or from the street or sub-surface, or from any other place, or for any interference caused by operations by or for a governmental authority in construction of any public or quasi-public works.

The LESSOR shall not be liable for any damages to or loss of, including loss due to petty theft, any property, occurring on the Demised Premises or any part thereof, and the LESSEE agrees to hold the LESSOR harmless from any claims for damages, except where such damage or injury is the result of the gross negligence or willful misconduct of the LESSOR or its employees.

ARTICLE 9. Insurance

LESSEE shall provide and maintain general liability and property liability insurance policy(ies) pursuant to the provision of the Florida Insurance Risk Management Trust Fund and pursuant to the provisions of Section 768.28, Florida Statutes, during the term of this Lease. In addition, LESSEE shall provide and maintain Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage shall include Employer's Liability with a minimum limit of One Hundred Thousand Dollars and No/100 Cents ($100,000.00) each accident.

Evidence of such insurance shall be provided to the Collier County Risk Management Department in care of Real Property Management, 3335 East Tamiami Trail, Naples, Florida, 34112, for approval prior to the commencement of this Lease; and shall include a provision requiring thirty (30) days prior written notice to Collier County c/o County Risk Management Department in the event of cancellation or changes in policy(ies) coverage.

The LESSEE acknowledges and agrees that no changes or cancellations to the insurance coverage will occur without thirty (30) days prior written notice to LESSOR. LESSEE shall ensure that LESSEE'S insurance provider will be responsible for notifying the LESSOR directly of any changes related to insurance coverage. LESSEE shall also ensure that the insurance coverage provided in accordance with this Lease shall require that the company or companies writing such insurance policy(ies) shall provide to LESSOR written notice of cancellation thirty (30) days prior to the proposed cancellation. LESSOR reserves the right to reasonably amend the insurance requirements by issuance of notice in writing to LESSEE, whereupon receipt of such notice, LESSEE shall have thirty (30) days in which to obtain such additional insurance.

ARTICLE 10. Maintenance

CAO

LESSEE shall keep the Demised Premises clean at all times.

ARTICLE 11. Default by LESSEE

Failure of LESSEE to comply with any provision or covenant of this Lease shall constitute a default and LESSOR may, at its option, terminate this Lease after providing written notice to LESSEE, as specified in Article 2 of this Lease, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default).

ARTICLE 12. Default by LESSOR

LESSOR shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct such default) after notice to LESSOR by LESSEE properly specifying wherein LESSOR has failed to perform any such obligations.

ARTICLE 13. Notices

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the following addresses:

LESSOR:

Board of County Commissioners
c/o Real Property Management
3335 East Tamiami Trail, Suite 101
Naples, Florida 34112

LESSEE:

State Representative Yvette Benarroch
3299 East Tamiami Trail, Suite 304
Naples, Florida 34112

cc: Office of the County Attorney

ARTICLE 14. Surrender of Premises

LESSEE shall deliver up and surrender to LESSOR possession of the Demised Premises at the termination of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.

ARTICLE 15. General Provisions

LESSEE expressly agrees for itself, its successor and assigns, to refrain from any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of LESSOR'S standard operations where other operations share common facilities.

(a) Rights not specifically granted the LESSEE by this Lease are hereby reserved to the LESSOR.

(b) LESSEE agrees to pay all sales tax imposed on the rental of the Demised Premises where applicable under law.

(c) LESSEE agrees to pay all intangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Demised Premises or LESSEE'S possession of said leasehold interest in the Demised Premises.

CAO

ARTICLE 16. Environmental Concerns

LESSEE represents, warrants and agrees to indemnify, reimburse, defend and hold harmless LESSOR, from and against all costs (including attorneys fees) asserted against, imposed on or incurred by LESSOR directly or indirectly pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment.

ARTICLE 17. Radon Gas

In compliance with Section 404.056, Florida Statutes, all parties are hereby made aware of the following:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Department.

ARTICLE 18. Extent of Liens

All persons to whom these presents may come are put upon notice of the fact that the interest of the LESSOR in the Demised Premises shall not be subject to liens for improvements made by the LESSEE, and liens for improvements made by the LESSEE are specifically prohibited from attaching to or becoming a lien on the interest of the LESSOR in the Demised Premises or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

ARTICLE 19. Effective Date

This Lease shall become effective upon execution by both LESSOR and LESSEE.

ARTICLE 20. Governing Law

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

IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

(SIGNATURE ON FOLLOWING PAGE)

CAO

AS TO LESSEE:

DATED: 12/9/24

Bridget Corcoran
WITNESS (signature)

Bridget Corcoran
(print name)

BY: _____
YVETTE BENARROCH, State Representative

_____
WITNESS (signature)

_____
(print name)

AS TO THE LESSOR:

DATED: _____

ATTEST:
CRYSTAL K. KINZEL, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER

_____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: _____
BURT SAUNDERS, Chairman

Approved as to form and legality:

_____
, Assistant County Attorney

12/6/24

CAO

RESOLUTION No. 2025 - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY, FLORIDA, APPROVING A LEASE AGREEMENT WITH STATE REPRESENTATIVE YVETTE BENARROCH FOR UTILIZATION OF OFFICE SPACE WITHIN THE ADMINISTRATION BUILDING.

WHEREAS, Representative Yvette Benarroch ('Representative') desires to lease an office space within the Administration Building, 3299 Tamiami Trail East, Suite 304, Naples, Florida, owned by Collier County, a political subdivision of the State of Florida ("Collier County"), in order to operate a government office.

WHEREAS, the Lease Agreement (Lease) provides for an initial two (2) year term, commencing on November 19, 2024, which reflects the Representative's electorate term, and provides for automatic additional two (2) year renewal terms pending the Representative's re-election. The rent shall be Ten Dollars annually throughout the life of the Lease.

WHEREAS, the Board of County Commissioners is satisfied that this property is required for the Representative's use and is not needed for County purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The Board of County Commissioners does hereby approve the attached Lease Agreement between Collier County and State Representative Yvette Benarroch.

2. The Chairman of the Board of County Commissioners of Collier County, Florida, is hereby authorized to execute the attached Lease Agreement.

This Resolution adopted this _____ day of _____, 2025, after motion, second and majority vote.

ATTEST:
Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

BY:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY:_____
BURT SAUNDERS, Chairman

Approved as to form and legality:

_____
, Assistant County Attorney

12/6/24

CAO

Executive Summary

Recommendation to adopt a Resolution that aligns with the Board's approval of the Collier County Standard Form Long-Term Lease (Not for Profit) with Warriors Homes of Collier, Inc., for the use of two County-owned homes at 1973 and 2015 Bay Street, ensuring rent is set at $1,000 per home, consistent with the agreement with Warriors and as was orally presented in Agenda Item 11B on November 12, 2024.

OBJECTIVE: To ensure that the records maintained by the Clerk to the Board of County Commissioners (the "Board"), align with the Board's approval of the Collier County Standard Form Long-Term Lease (Not for Profit) with Warriors Homes of Collier, Inc., for the use of two County-owned homes.

CONSIDERATIONS: On November 12, 2024, Agenda Item 11B was presented to the Board on the regular agenda. The item requested the Board's consideration of the Collier County Standard Form Long-Term Lease (Not-for-Profit) with Warriors Homes of Collier, Inc. ("Warriors"), a veterans housing organization, and the related resolution. This lease provides for the use of two County-owned homes located at 1973 and 2015 Bay Street.

During the presentation, the Board was informed that the rental rate was $1,000 per home, which was the term agreed to by Warriors. However, the lease and resolution in the published agenda package reflected a rental rate of $1,000 in total. As part of the motion to approve the item, the Board directed that the termination provision be modified from 30 days to 90 days, and the Board approved the item.

Accordingly, Paragraph 6 of the Lease was modified to change the termination from 30 days to 90 days, and Paragraph 7 of the Lease was modified to reflect that the $1,000 was a *per-home* rental amount, both on Page 3. The Resolution was not updated and remained at a rent rate of $1,000 in total. The Lease was signed by Warriors, and both the lease and resolution were routed for the Board Chair's signature.

Warriors has paid Collier County prorated rent for November at a rate of $1,000 per home and full rent for December at the same rate. If this item is approved, the attached resolution incorporating the Board's direction from November 12, 2024, will be routed for the Chair's signature. The changes are as follows:

"NOW, **THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA,** that':

1. The Board approves the lease to Warriors Homes of Collier County, Inc., for supportive housing for veterans.
2. The Board finds that the property is required for public use and is not needed for county purposes.
3. The terms of the lease are as follows:

- Price: The monthly rent is $1,000 per home.
- Lease Term: One year with automatic renewals for successive one-year terms.

A lease modification is unnecessary since the lease was updated before routing for the Chair's signature.

FISCAL IMPACT: The annual rent of $12,000 per home ($24,000 total) shall be paid in equal monthly installments of $1,000 per home ($2,000 total). The rent shall be deposited within the Parks Impact Fee Fund (3071), Operating Project 31346.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires a majority vote for approval. -SAA

RECOMMENDATIONS: To approve and execute a Resolution that aligns with the Board's approval of the Collier

County Standard Form Long-Term Lease (Not for Profit) with Warriors Homes of Collier, Inc., for the use of two County-owned homes at 1973 and 2015 Bay Street, ensuring rent is set at $1,000 per home, consistent with the agreement with Warriors and as was orally presented in Agenda Item 11B on November 12, 2024.

PREPARED BY: Jennifer A. Belpedio, Manager, Operations & Performance Management Division

ATTACHMENTS:
1. Warriors Resolution
2. Item #11B

RESOLUTION NO. 202__-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY, FLORIDA, AUTHORIZING THE LEASE OF COUNTY PROPERTY LOCATED AT 1973 AND 2015 BAY STREET TO WARRIORS HOMES OF COLLIER COUNTY, A NOT-FOR-PROFIT CORPORATION, FOR SUPPORTIVE HOUSING FOR VETERANS IN ACCORDANCE WITH SECTION 125.38, FLORIDA STATUTES, REPLACING AND SUPERCEDING RESOLUTION NO. 2024-225.

WHEREAS, the county-owned property located at 1973 and 2015 Bay Street, herein referred to as "the Property," is suitable for supportive housing for veterans; and

WHEREAS, a nonprofit promoting community welfare may apply to the Board of County Commissioners for a lease of county-owned property; and

WHEREAS, the Board has received an application from Warriors Homes of Collier, Inc. to lease the Property for supportive housing for veterans; and

WHEREAS, the Board finds that the Property is necessary for public use and not needed for county purposes; and

WHEREAS, the Board has reviewed the request and determined that the proposed use aligns with community welfare objectives, recognizing supportive housing as essential for helping veterans, providing affordable housing, and enhancing their quality of life.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The Board approves the lease to Warriors Homes of Collier County, Inc. for supportive housing for veterans.
2. The Board finds that the Property is required for public use and is not needed for county purposes.
3. The terms of the lease are as follows:
   - Price: The monthly rent is $1,000 per home.
   - Lease Term: One year with automatic renewals for successive one-year terms.

4. Resolution No. 2024-225 is hereby replaced and superseded by this resolution,

THIS RESOLUTION ADOPTED after motion, second, and majority vote favoring same, his day of _____, 20_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt Saunders, Chairman

Approved as form and legality:

_____
Sally A. Ashkar
Assistant County Attorney 12/3/24

CAO

ORIGINAL DOCUMENTS CHECKLIST & ROUTING SLIP
TO ACCOMPANY ALL ORIGINAL DOCUMENTS SENT TO THE BOARD OF COUNTY COMMISSIONERS OFFICE FOR SIGNATURE

Print on pink paper. Attach to original document. The completed routing slip and original documents are to be forwarded to the County Attorney Office at the time the item is placed on the agenda. All completed routing slips and original documents must be received in the County Attorney Office no later than Monday preceding the Board meeting.

NEW ROUTING SLIP

Complete routing lines #1 through #2 as appropriate for additional signatures, dates, and/or information needed. If the document is already complete with the exception of the Chairman's signature, draw a line through routing lines #1 through #2, complete the checklist, and forward to the County Attorney Office.

Route to Addressee(s) (List in routing order)	**Office**	**Initials**	**Date**
1. County Attorney Office Attn. Sally A. Ashkar	County Attorney	SAK/mb	11/12
2. BCC Office	Board of County Commissioners	cut by AB/sl	11/18/24
3. Minutes and Records*	Clerk of Court's Office		

***NOTE TO MINUTES AND RECORDS:**

Please return an electronic copy of the document(s) to Jennifer.Belpedio@colliercountyfl.gov JAB

PRIMARY CONTACT INFORMATION

Normally the primary contact is the person who created/prepared the Executive Summary. Primary contact information is needed in the event one of the addressees above, may need to contact staff for additional or missing information.

Name of Primary Staff Contact / Department	Jennifer Belpedio / Real Property – Facilities Management	Phone Number	239-252-8780
Agenda Date Item was Approved by the BCC	11/12/2024	Agenda Item Number	11.B.
Type of Document Attached	Resolution, Long Term Lease	Number of Original Documents Attached	2
PO number or account number if document is to be recorded	N/A 2024-225		

INSTRUCTIONS & CHECKLIST

	Initial the Yes column or mark "N/A" in the Not Applicable column, whichever is appropriate.	Yes (Initial)	N/A (Not Applicable)
1.	Does the document require the chairman's original signature? **STAMP OK**		N/A
2.	Does the document need to be sent to another agency for additional signatures? If yes, provide the Contact Information (Name; Agency; Address; Phone) on an attached sheet.		N/A
3.	Original document has been signed/initialed for legal sufficiency. (All documents to be signed by the Chairman, with the exception of most letters, must be reviewed and signed by the Office of the County Attorney.	*JAB*	
4.	All handwritten strike-through and revisions have been initialed by the County Attorney's Office and all other parties except the BCC Chairman and the Clerk to the Board		N/A
5.	The Chairman's signature line date has been entered as the date of BCC approval of the document or the final negotiated contract date whichever is applicable.	*JAB*	
6.	"Sign here" tabs are placed on the appropriate pages indicating where the Chairman's signature and initials are required.	*JAB*	
7.	In most cases (some contracts are an exception), the original document and this routing slip should be provided to the County Attorney Office at the time the item is input into SIRE. Some documents are time sensitive and require forwarding to Tallahassee within a certain time frame or the BCC's actions are nullified. **Be aware of your deadlines!**		N/A
8.	**The document was approved by the BCC on above date, and all changes made during the meeting have been incorporated in the attached document. The County Attorney's Office has reviewed the changes, if applicable.**	*JAB*	N/A is not an option for this line.
9.	Initials of attorney verifying that the attached document is the version approved by the BCC, all changes directed by the BCC have been made, and the document is ready for the Chairman's signature.	SAK/mb	N/A is not an option for this line.

I: Forms/ County Forms/ BCC Forms/ Original Documents Routing Slip WWS Original 9.03.04, Revised 1.26.05, Revised 2.24.05; Revised 11/30/12

RESOLUTION NO. 2024-225

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY, FLORIDA, AUTHORIZING THE LEASE OF COUNTY PROPERTY LOCATED AT 1973 AND 2015 BAY STREET TO WARRIORS HOMES OF COLLIER COUNTY, A NOT-FOR-PROFIT CORPORATION, FOR SUPPORTIVE HOUSING FOR VETERANS IN ACCORDANCE WITH SECTION 125.38, FLORIDA STATUTES.

WHEREAS, the county-owned property located at 1973 and 2015 Bay Street, herein referred to as "the Property," is suitable for supportive housing for veterans; and

WHEREAS, a nonprofit promoting community welfare may apply to the Board of County Commissioners for a lease of county-owned property; and

WHEREAS, the Board has received an application from Warriors Homes of Collier, Inc. to lease the Property for supportive housing for veterans; and

WHEREAS, the Board finds that the Property is necessary for public use and not needed for county purposes; and

WHEREAS, the Board has reviewed the request and determined that the proposed use aligns with community welfare objectives, recognizing supportive housing as essential for helping veterans, providing affordable housing, and enhancing their quality of life.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The Board approves the lease to Warriors Homes of Collier County, Inc. for supportive housing for veterans.
2. The Board finds that the Property is required for public use and is not needed for county purposes.
3. The terms of the lease are as follows:
   - Price: The monthly rent is $1,000
   - Lease Term: One year with automatic renewals for successive one-year terms.

THIS RESOLUTION ADOPTED after motion, second, and majority vote favoring same, his day of 11/12 2024.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____ Deputy Clerk
Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Approved as form and legality:

_____
Jeffrey A. Klatzkow
County Attorney

COLLIER COUNTY STANDARD FORM
LONG-TERM LEASE
(NOT-FOR-PROFIT ENTITY)

This Long-Term Lease (hereinafter referred to as "Lease") is entered into this 12th day of November, 2024, ("Effective Date") by and between Warriors Homes of Collier, Inc., a not-for-profit corporation duly organized under the laws of Florida, whose mailing address is PO Box 10434, Naples, Florida 34101, hereinafter referred to as "Lessee", and Collier County, a political subdivision of the State of Florida, whose mailing address is c/o Real Property Management, 3335 Tamiami Trail, East, Suite 102, Naples, Florida 34112, hereinafter referred to as "Lessor," collectively stated as the "Parties."

RECITALS:

WHEREAS, Section 125.38, Florida Statutes, provides that if a corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then such corporation or organization may apply to the board of county commissioners for a conveyance or lease of such property, and that such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property; and

WHEREAS, Lessee, a duly organized not-for-profit veterans' organization, has applied to the Board of County Commissioners for a Lease of certain property which the Board has determined is not presently needed for County purposes; and

WHEREAS, it is the Board's finding that it is in the public interest to lease this property to Lessee on the terms and conditions set forth below.

WITNESSETH:

NOW, THEREFORE, for valuable consideration exchanged amongst the Parties, and in consideration of the covenants contained herein, the Parties hereby enter into this Lease on the following terms and conditions:

1. Conveyance. On the terms and conditions set forth in this Lease, and in consideration of Lessee's performance under this Lease, the Lessor conveys to the Lessee the present possessory interest in the Leased Premises described below. Prior to the Lessee's occupancy of the Leased Premises, a walk-through inspection will be conducted by the Lessor and Lessee. This inspection will utilize the inspection checklist attached as Exhibit 1 to document the condition of the Premises.

2. Description of Leased Premises. The Premises subject to this Lease consist of two parcels improved with single-family homes, comprising a total of four units, as follows:

a. **1973 Bay Street, Collier County, Florida:** A residential property featuring a three-bedroom, two-bathroom home.
b. **2015 Bay Street, Collier County, Florida:** A residential property featuring a three-bedroom, two-bathroom home.

The legal descriptions of these parcels are outlined in Exhibit "A." These parcels shall be collectively referred to as the "Premises.

3. Conditions to Conveyance. Lessee warrants and represents to Lessor that it has examined the title and boundaries of the Premises. Accordingly, this conveyance is subject to all of the following:

a. Any and all conditions, restrictions, encumbrances and limitations now recorded against the Premises;
b. Any and all existing or future zoning laws or ordinances;
c. Any questions of title and survey that may arise in the future; and
d. Lessee's satisfactory performance of all terms and conditions of this Lease.

4. Use of Premises. The purpose of this Lease is for Lessee to operate a program to provide supportive housing to veterans (the "Veterans Program"), which use the Board of County Commissioners has found to be in the public's interest. Accordingly, Lessee shall utilize the Leased Premises in strict accordance with Exhibit "B." Lessor shall have the right to terminate this Lease should Lessee utilize the Premises in any manner inconsistent with the approved use. In the event Lessee shall cease to use the Premises for the purposes described in Exhibit "B," and such cessation of use shall continue for a period of sixty (60) days, this Lease, at the option of the Lessor, upon thirty (30) days written notice to the Lessee, shall be terminated and Lessee shall surrender and vacate the Premises to the Lessor within thirty (30) days after notice of such termination. Provided, however, said sixty (60) day period shall be tolled if such cessation is caused by events beyond the control of the Lessee such as acts of God or if such cessation is due to closing for reconstruction or repairs to the building constructed by Lessee on the Leased Premises. Lessee shall provide Lessor with quarterly reports summarizing the operations of the Veterans Program, including the number of veterans housed, services provided, and any incidents or legal matters that arose. Lessor may request additional reports or updates as needed.

Lessee shall establish and maintain clear eligibility criteria for veterans participating in the Veterans Program, subject to Lessor's approval. The selection process shall be non-discriminatory and shall prioritize veterans based on need in accordance with the Veterans Program's goals.

5. Permissible Alternations and Additions to Premises. Lessee may not make any alterations or additions to the Leased Premises without obtaining Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion. Lessee shall submit to Lessor plans and specifications for all alterations and additions at the time Lessor's consent is sought. Notwithstanding the above, Lessee may paint the walls of the Leased Premises in colors that are the same as or closely similar to the existing colors without requiring Lessor's prior written

consent. Lessee shall be responsible for any necessary touch-ups or repairs to restore the walls to their original condition upon lease termination, unless otherwise agreed.

6. Term of Lease. The term of this Lease shall commence on the Effective Date of this Lease and shall be for an initial period of a year. The Lease shall automatically renew for successive one-year periods unless either party provides written notice of termination at least 120 days before the end of the then-current renewal period. Notwithstanding the foregoing, either party may terminate this Lease for convenience by providing the other party with at least 90 days' written notice at any time during the lease term or any renewal period. If Lessee holds over after the expiration of the lease term, such tenancy shall be from month to month under all of the terms, covenants, and conditions of this Lease subject, however, to Lessor's right to seek legal relief to eject Lessee from the Premises as a holdover.

7. Rent. The Lessee agrees to pay the Lessor a monthly rent of $1,000.00 per home, due on the first day of each calendar month throughout this Lease. Payment shall be made to the Lessor by check or electronic transfer regularly and monthly without notice from the Lessor during the term of this Lease. Based on a daily rate of $33.34 per home, a prorated rent will be due for the initial partial month of occupancy.

a. Payment Schedule: The Lessee shall pay the total monthly rent to the Lessor on or before the 1st of each month. Payment shall be made through a check and delivered to the Lessor or through wire transfer/ACH. If paying by wire transfer/ACH, the Lessor will provide the necessary wire transfer instructions to the Lessee.

b. Occupancy Reporting: The Lessee agrees to provide the Lessor with a written report on the number of bedrooms occupied and the names of the veterans residing in each bedroom with monthly rent remittance. This report shall include any changes in occupancy within the monthly report.

8. Net Lease. This is a fully net lease, with Lessee responsible for only the costs, fees and charges concerning the Premises as described herein. Lessee shall promptly pay when due and prior to any delinquency all costs, fees, taxes, and utility charges arising from Lessee's use of the Premises. The Lessee shall not be responsible for any costs or fees associated with any assessments or impact fees of any kind.

9. Lessee's Liens and Mortgages. Lessee shall not in any way encumber the Premises and shall promptly remove any and all liens placed against the Premises. All persons to whom these presents may come are put upon notice of the fact that the interest of the Lessor in the Premises shall not be subject to liens for improvements made by the Lessee and liens for improvements made by the Lessee are specifically prohibited from attaching to or becoming a lien on the interest of the Lessor in the Premises or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

10. Lessee's Obligation to Maintain Premises and Comply with All Lawful Requirements. Lessee, throughout the term of this Lease, at its own cost and without any expense

to the Lessor, shall keep, maintain, repair, and manage the Premises in good, sanitary, and neat order, condition, and repair. Lessee's responsibilities are limited to:

a. The Lessee shall be responsible for all minor repairs and maintenance of the Property, including, but not limited to, unclogging drains, maintaining and repairing garbage disposals, and addressing minor issues related to structural and mechanical systems (e.g., door hinges, faucet leaks, and light bulb replacements). The Landlord shall only be responsible for repairs or replacements involving major structural, mechanical, electrical, or plumbing failures that significantly affect the habitability or functionality of the premises.

   Mechanical systems refer to the systems within the property responsible for heating, cooling, ventilation, plumbing, and electrical functions, including but not limited to the HVAC system, water supply, drainage, and other equipment essential for the operation and comfort of the property. Except for the HVAC system, the Lessor shall maintain all mechanical systems.

   The Lessee shall enter into and maintain an air conditioning maintenance and service contract with a licensed HVAC contractor. This contract must include provisions for regular maintenance, inspections, and prompt repairs of the air conditioning system. Proof of this contract and its compliance must be provided to the Lessor upon request, with the Lessee bearing all associated costs.

   If any mechanical systems cease to function or are not operating correctly, the Lessee shall promptly notify the Lessor to prevent further damage or disruption.

b. Roofing: Repairing roofing, addressing leaks. Lessee is not responsible for replacing or repairing the roof. If any issues arise with the roof, including leaks or structural damage, the Lessee shall promptly notify the Lessor to prevent further damage or deterioration.

c. General Maintenance: Lessee is responsible for performing painting, janitorial services, and upkeep of fixtures and appurtenances (such as lighting).

d. Landscaping: Lessee is responsible for managing and maintaining all landscaping on the Premises, including regular mowing of grass, trimming of bushes and trees, and overall upkeep of garden areas.

If the Premises are not in such compliance in the reasonable opinion of Lessor, Lessee will be so advised in writing. If corrective action is not begun within thirty (30) days of the receipt of such notice and prosecuted diligently until corrective action is completed, Lessor may cause the same to be corrected and Lessee shall promptly reimburse Lessor for the expenses incurred by Lessor, together with a 5% administrative fee.

Further, Lessee agrees to maintain the premises in good condition and repair throughout the term of this lease. Lessee is responsible for any damage or destruction to the Property resulting

from the negligence, willful misconduct, or failure to maintain the Property by the lessee, any sublessee, or occupant. In the event of such damage or destruction, the Lessee shall be fully responsible for all costs and expenses necessary to repair or restore the premises to their original condition, with coverage from the policy applied as needed.

11. Quiet Enjoyment. Lessee shall be entitled to quiet enjoyment so long as Lessee has not defaulted on any of the terms of this Lease. Accordingly, Lessee shall have the exclusive right to use the Premises during the term of this Lease.

12. Casualty

If the Premises are destroyed, rendered substantially uninhabitable, or damaged to any material extent, as reasonably determined by Lessee and Lessor, by fire or other casualty, Lessor may determine that the Premises and/or improvements shall not be repaired or replaced. If Lessor determines that the Premises and/or improvements shall not be repaired or replaced, Lessee or Lessor may terminate this Lease by providing written notice to the other party within ninety (90) days after the occurrence of such casualty, and the lease termination shall be effective on the ninetieth (90th) day after such fire or other casualty, unless otherwise extended by a mutually signed written agreement between the Parties. During the period between the date of such casualty and the date of termination, Lessee will cease its operations as may be necessary or appropriate. If Lessor terminates this Lease as part of a condemnation project, Lessor shall use its best efforts to mitigate any damage caused to Lessee as a result of such termination.

If this Lease is not terminated as set forth herein, or if the Premises is damaged to a less than material extent, as reasonably determined by Lessee and Lessor, Lessee shall use Proceeds and proceed with reasonable diligence, to rebuild and repair the Premises to substantially the condition as existed prior to the casualty. In any event, Lessee shall not be responsible, liable, or required to rebuild or restore the Premises in amounts exceeding the Proceeds. In any event, Lessee shall not bare any costs or expenses to rebuild or restore the Premises that exceed the Proceeds.

13. Access to Premises. Lessor, its duly authorized agents, contractors, representatives and employees, shall have the right after reasonable oral notice to Lessee, to enter into and upon the Premises during normal business hours, or such other times with the consent of Lessee, to inspect the Premises, verify compliance with the terms of this Lease, or make any required repairs not being timely completed by Lessee.

14. Termination and Surrender. Unless otherwise mutually agreed by the Parties, within thirty (30) days after termination of the lease term, Lessee shall redeliver possession of the Premises to Lessor in good condition and repair. Lessee shall have the right at any time during Lessee's occupancy of the Premises to remove any of its personal property, equipment, and signs provided, however, at the termination of this Lease, Lessor shall have the option of either requiring Lessee to demolish and remove all improvements made by Lessee to the Premises upon Lessee's vacation thereof, or to require Lessee to retain said improvements with fixtures on the Premises which improvements and fixtures will become the property of the Lessor upon Lessee's vacation of the Premises.

15. Assignment and Sublease. This Lease is personal to Lessee. Accordingly, Lessee may not assign this Lease, or any portion of the building constructed on the Premises by Lessee without the express prior written consent of the Lessor, which consent may be withheld in Lessor's sole discretion. Any purported assignment without the express written consent of Lessor shall be considered void from its inception, and shall be grounds for the immediate termination of this Lease.

Lessor may sublease the Premises to operate a program within the Premises specifically for the purpose of housing veterans. In connection with the Veterans Program, Lessee may enter into occupancy agreements or sublease arrangements with individual veterans participating in the program, provided that:

a. Such occupancy agreements or sublease arrangements are solely for the Veterans Program;
b. The duration of any such agreements does not exceed the term of this Lease;
c. The Lessee remains fully responsible for the Premises and all obligations under this Lease;
d. The Veterans Program and any related agreements do not compromise Lessor's rights under this Lease or materially alter the use of the Premises as contemplated herein.
e. Lessee establishes and maintains emergency procedures, including evacuation plans and contacts for emergency services, and provides the Lessor with a copy of such procedures.
f. Any such sublease shall be in compliance with all applicable codes and ordinances.

16. Insurance.

a. Lessee shall maintain comprehensive general liability and property damage insurance with minimum limits of not less than $1,000,000 per occurrence, insuring against liability for bodily injury, property damage, and personal injury arising from Lessee's use or occupancy of the premises. The insurance policy must be maintained throughout the lease term and must name the Lessor as an additional insured.

b. Lessee shall ensure that each tenant maintains comprehensive automobile insurance coverage on all vehicles stored on the premises during the term of this Lease. Lessee shall make comprehensive automobile insurance policies available to Lessor upon request to verify compliance with the insurance requirements specified in this Lease.

c. The above-described Commercial General Liability insurance policy shall list and continuously maintain Lessor as an additional insured thereon. Evidence of such insurance shall be provided to Lessor and the Collier County Risk Management Department, 3311 East Tamiami Trail, Administration Building, Naples, Florida, 34112, promptly when requested by Lessor. Lessee shall notify Lessor in writing of any insurance policy modifications or cancellations, within ten (10) days of the modification or cancellation. The issuer of any insurance policy shall have a Certificate of Authority to transact insurance business in the State of Florida and shall be rated "A" or better in the most current edition of Best's Insurance Reports.

Each insurer must be responsible and reputable and must have financial capacity consistent with the risks covered.

d. Indemnity. Lessee hereby indemnifies Lessor and saves it harmless from and against any and all claims, actions, damages, liability and expense (including, without limitation, reasonable attorney's fees and costs of litigation, including appeal) in connection with loss of life, personal injury and/or property damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the premises, or any part thereof, or occasioned wholly or in part buy any act or omission of Lessee, its agents, vendors, contractors, employees, lessees, and/or invitees. In case Lessor shall, without fault on its part, be made party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees and costs incurred or paid by Lessor in connection with such litigation.

17. Defaults and Remedies.

a. Defaults by Lessee. The occurrence of any of the following events and the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a "Default by Lessee" to the greatest extent then allowed by law:

i. Abandonment of Premises or discontinuation of Lessee's operation.
ii. Lessee's material misrepresentation of any matter related to this Lease.
iii. Filing of insolvency, reorganization, plan or arrangement of bankruptcy.
iv. Adjudication as bankrupt.
v. Making of a general assignment of the benefit of creditors.
vi. If Lessee suffers this Lease to be taken under any writ of execution and/or other process of law or equity.
vii. Lessee's loss of its federal IRS tax exempt status.
viii. Lessee's failure to utilize the Premises as set forth in Exhibit B.
ix. Any lien is filed against the Premises or Lessee's interest therein or any part thereof in violation of this Lease, or otherwise, and the same remains unreleased for a period of sixty (60) days from the date of filing unless within such period Lessee is contesting in good faith the validity of such lien and such lien is appropriately bonded.
x. Failure of Lessee to perform or comply with any material covenant or condition made under this Lease, which failure is not cured within ninety (90) days from receipt of Lessor's written notice stating the non-compliance shall constitute a default (other than those covenants for which a different cure period is provided), whereby Lessor may, at its option, terminate this Lease by giving Lessee thirty (30) days written notice unless the default is fully cured within that thirty (30) day notice period (or such additional time as is agreed to in writing by Lessor as being reasonably required to correct such default). However, the occurrence of any of the events set forth above shall constitute a material breach and default by Lessee, and this Lease may

be immediately terminated by Lessor except to the extent then prohibited by law.

b. Remedies of Lessor.

i. In the event of the occurrence of any of the foregoing defaults, Lessor, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all individuals, entities and/or property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby. If Lessee does not cure the defaults in the time frames as set forth above, and Lessor has removed and stored property, Lessor shall not be required to store for more than thirty (30) days. After such time, such property shall be deemed abandoned and Lessor shall dispose of such property in any manner it so chooses and shall not be liable to Lessee for such disposal.

ii. If Lessee fails to promptly pay, when due, any full installment of rent or any other sum payable to Lessor under this Lease, and if said sum remains unpaid for more than five (5) days past the due date, the Lessee shall pay Lessor a late payment charge equal to five percent (5%) of each such payment not paid promptly and in full when due. Any amounts not paid promptly when due shall also accrue compounded interest of two (2%) percent per month or the highest interest rate then allowed by Florida law, whichever is higher ("Default Rate"), which interest shall be promptly paid by Lessee to Lessor.

iii. Lessor may sue for direct, actual damages arising out of such default of Lessee or apply for injunctive relief as may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of Lessee under this Lease, or otherwise. Lessor shall be entitled to reasonable attorney's fees and costs incurred arising out of Lessee's default under this Lease.

c. Default by Lessor. Lessor shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct such default) after written notice to Lessor by Lessee properly and in meaningful detail specifying wherein, in Lessee's judgment or opinion, Lessor has failed to perform any such obligation(s).

d. Remedies of Lessee. In partial consideration for the nominal rent charged to Lessee, Lessee hereby waives any claim it may have to direct or indirect monetary damages it incurs as a result of Lessor's breach of this Lease, and also waives any claim it might

have to attorneys' fees and costs arising out of Lessor's breach of this Lease. Lessee's remedies for Lessor's default under this Lease shall be limited to the following:

i. For injunctive relief as may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of Lessor under this Lease.

ii. Lessee may cure any default of Lessor and pay all sums or do all reasonably necessary work and incur all reasonable costs on behalf of and at the expense of Lessor. Lessor will pay Lessee on demand all reasonable costs incurred and any amounts so paid by Lessee on behalf of Lessor, with no interest.

e. No Remedy Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and in addition to every other remedy given under this Lease or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor be construed to be waived, but any such right and power maybe exercised from time to time and as often as may be deemed expedient.

f. Non-Waiver. Every provision hereof imposing an obligation upon Lessee is a material inducement and consideration for the execution of this Lease by Lessee and Lessor. No waiver by Lessee or Lessor of any breach of any provision of this Lease will be deemed for any purpose to be a waiver of any breach of any other provision hereof or of any continuing or subsequent breach of the same provision, irrespective of the length of time that the respective breach may have continued.

Miscellaneous Legal Matters

18. This Lease shall be construed by and controlled under the laws of the State of Florida. In the event of a dispute under this Lease, the Parties shall first use the County's then-current Alternative Dispute Resolution Procedure. Following the conclusion of this procedure, either party may file an action in the Circuit Court of Collier County to enforce the terms of this Lease, which Court the Parties agree to have the sole and exclusive jurisdiction.

19. This Lease contains the entire agreement of the Parties with respect to the matters covered by this Lease and no other agreement, statement or promise made any party, or to any employee, officer or agent of any party, which is not contained in this Lease shall be binding or valid. Time is of the essence in the doing, performance and observation of each and every term, covenant and condition of this Lease by the Parties.

20. In the event state or federal laws are enacted after the execution of this Lease, which are applicable to and preclude in whole or in part the Parties' compliance with the terms of this Lease, then in such event this Lease shall be modified or revoked as is necessary to comply with such laws, in a manner which best reflects the intent of this Lease.

21. Except as otherwise provided herein, this Lease shall only be amended by mutual written consent of the Parties hereto or by their successors in interest. Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from actual receipt of the notice. Time shall run only on business days which, for purposes of this Lease shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Lessor: County Manager
Collier County Manager's Office
3299 East Tamiami Trail, Suite 202
Naples, Florida 34112

CC: Real Property Management
3335 Tamiami Trail, Suite 102
Building W
Naples, Florida 34112

If to Lessee: _____
_____
_____
_____

Notice shall be deemed to have been given on the next successive business day to the date of the courier waybill if sent by nationally recognized overnight delivery service.

22. Lessee is an independent contractor and is not any agent or representative or employee of Lessor. During the term of this Lease, neither Lessee, nor anyone acting on behalf of Lessee, shall hold itself out as an employee, servant, representative or agent of Lessor. Neither party will have the right or authority to bind the other party without express written authorization of such other party to any obligation to any third party. No third party is intended by the Parties to be a beneficiary of this Lease or to have any rights to enforce this Lease against either party hereto or otherwise. Nothing contained in this Lease will constitute the Parties as partners or joint ventures for any purpose, it being the express intention of the Parties that no such partnership or joint venture exists or will exist. Lessee acknowledges that Lessor is not providing any vacation time, sick pay, or other welfare or retirement benefits normally associated with an employee-employer relationship and that Lessor excludes Lessee and its employees from participation in all health and welfare benefit plans including vacation, sick leave, severance, life, accident, health and disability insurance, deferred compensation, retirement and grievance rights or privileges.

23. Neither party to this Lease will be liable for any delay in the performance of any obligation under this Lease or of any inability to perform an obligation under this Lease if and to

the extent that such delay in performance or inability to perform is caused by an event or circumstance beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. "Force Majeure" shall include an act of God, war (declared or undeclared), sabotage, riot, insurrection, civil unrest or disturbance, military or guerrilla action, economic sanction or embargo, civil strike, work stoppage, slow-down or lock-out, explosion, fire, earthquake, abnormal weather condition, hurricane, flood, lightning, wind, drought, and the binding order of any governmental authority.

24. Lessee will not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials upon or about the Leased Premises, nor permit employees, representatives, agents, contractors, sub-contractors, sub-sub-contractors, material men and/or suppliers to engage in such activities upon or about the Leased Premises.

25. In compliance with Section 404.056, Florida Statutes, all Parties are hereby made aware of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Department.

26. Lessee shall execute this Lease prior to it being submitted for approval by the Board of County Commissioners. This Lease may be recorded by the County in the Official Records of Collier County, Florida, within fourteen (14) days after the County enters into this Lease, at Lessee's sole cost and expense.

IN WITNESS WHEREOF, the Lessee and Lessor have hereto executed this Lease the day and year first above written.

AS TO THE LESSEE:

Witness (signature)

Lisa Loren

(print name)

Witness (signature)

Jisel Alonso

(print name)

Warriors Homes of Collier, Inc.

By: _____

Dale A. Mullin, President

[County signature page follows.]

AS TO THE LESSOR:

ATTEST:

CRYSTAL K. KINZEL, Clerk
of the Circuit Court and Comptroller

By: _____, Deputy Clerk

Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, CHAIRMAN

Approved as to form and legality:

By: _____
Jeffrey A. Klatzkow, County Attorney

EXHIBIT 1

Inspection and Inventory Checklist

This Inspection and Inventory Checklist is intended to document the condition of the Leased Premises at the time of inspection. By checking the box next to each item, the Lessee and Lessor confirm that no damage or issues were observed for that particular item. Any discrepancies, damages, or issues noted during the inspection should be detailed in the "Additional Notes and Observations" section below.

Property Address: _____

Date of Inspection: _____

Lessee Name: _____

Lessor Name: _____

Inspection Conducted By: _____

1. General Condition
- [ ] Cleanliness of the Premises
- [ ] Condition of Flooring (Carpet, Hardwood, Tile, etc.)
- [ ] Walls and Paint Condition
- [ ] Ceilings and Lighting Fixtures

2. Entry and Exit Areas
- [ ] Condition of Doors (Interior and Exterior)
- [ ] Functionality of Locks and Keys
- [ ] Condition of Windows and Screens
- [ ] Condition of Entry Mats/Rugs

3. Kitchen
- [ ] Condition of Countertops
- [ ] Condition and Operation of Cabinets and Drawers
- [ ] Condition and Functionality of Appliances (Refrigerator, Oven, Microwave, etc.)
- [ ] Condition of Sink and Faucets
- [ ] Condition of Flooring

4. Bathrooms
- [ ] Condition of Sink, Counter, and Vanity
- [ ] Condition of Toilet and Flush Mechanism
- [ ] Condition of Shower/Bathtub and Fixtures
- [ ] Condition of Mirrors and Towel Bars
- [ ] Condition of Flooring

5. Living Areas
- [ ] Condition of Flooring (Carpet, Hardwood, Tile, etc.)
- [ ] Condition of Walls and Paint
- [ ] Condition of Light Fixtures and Ceiling Fans
- [ ] Condition of Electrical Outlets and Switches

6. HVAC System
- [ ] Condition of Air Conditioning Units
- [ ] Condition of Heating Units
- [ ] Functionality of Thermostats
- [ ] Evidence of Regular Maintenance

7. Plumbing
- [ ] Condition of Pipes and Plumbing Fixtures
- [ ] Functionality of Water Pressure
- [ ] Evidence of Leaks or Water Damage

8. Safety and Security
- [ ] Functionality of Smoke Detectors
- [ ] Functionality of Carbon Monoxide Detectors
- [ ] Condition of Fire Extinguishers
- [ ] Condition and Operation of Security Systems (if applicable)

9. Exterior
- [ ] Condition of Roof and Gutters
- [ ] Condition of Exterior Walls
- [ ] Condition of Landscaping
- [ ] Condition of Driveways and Walkways

10. Inventory of Items Provided (if applicable)
- [ ] Furniture (List items and condition)
- [ ] Appliances (List items and condition)
- [ ] Fixtures (List items and condition)

Additional Notes and Observations:

_____

_____

Signatures:

Lessee: _____
Date: _____

Lessor: _____
Date: _____

EXHIBIT A

Demised Premises

1973 Bay Street, Collier County, Florida: A residential property featuring a three-bedroom, two-bathroom home, situated on the property described as:

> *Lot 52, Naples Bayview Addition 1, according to the plat thereof, as recorded in Plat Book 4, Page 20.*

2015 Bay Street, Collier County, Florida: A residential property featuring a three-bedroom, two-bathroom home, situated on the property described as:

> *Lot 55, Naples Bayview Addition 1, according to the plat thereof, as recorded in Plat Book 4, Page 20.*

EXHIBIT B

Approved Uses and Requirements for Veterans Program

1. **Purpose:**

   The Leased Premises shall be used exclusively for operating a long-term supportive housing program for our local Veterans, which will provide housing and related services to veterans in need.

2. **Occupancy Limits:**

   The Lessee shall adhere to local occupancy regulations and ensure that resident capacity aligns with safety and zoning requirements, with occupancy limited to one veteran per bedroom while serving veterans on the Premises.

3. **Prohibited Uses**:

   The Premises shall not be used for any activities unrelated to the Veterans Housing Program, including but not limited to commercial enterprises or uses not serving veterans.

4. **Community Impact:**

   The operation of the Veterans Program shall be conducted in a manner that minimizes disruption to the surrounding community.

5. **Monitoring and Reporting Requirements:**

   Lessor reserves the right to review the operations of the Veterans Program, including any subleases or occupancy agreements, to ensure compliance with this Lease and applicable laws. Lessee shall cooperate fully with any reasonable requests for information or documentation related to the Veterans Program.

   a. **Maintenance Logs**: The Lessee shall maintain detailed logs of all maintenance, repairs, and replacements conducted on the Premises. These logs must include dates, descriptions of work performed, names of contractors or personnel involved, and costs incurred. The Lessee shall provide copies of these maintenance logs to the Lessor upon request and at least quarterly.

   b. **Tenant Policies and Procedures**: The Lessee shall establish, implement, and maintain written tenant policies and procedures governing the management and operation of the Premises, including but not limited to:

      1. **Tenant Eligibility**: Criteria for determining tenant eligibility, including any specific qualifications or requirements related to income, background checks, or other relevant factors.

2. **Tenant Conduct**: Rules and guidelines for tenant behavior and responsibilities.

3. **Maintenance Requests**: Procedures for tenants to request maintenance or report issues. A copy of these tenant policies and procedures, including the tenant eligibility criteria, shall be provided to the Lessor upon request and updated as necessary to ensure compliance with all applicable laws and regulations.

4. **Emergency Procedures**: Protocols for handling emergencies or urgent repairs.

5. **Annual NSPIRE Inspection**: The Lessee agrees to permit the Lessor, or any designated third party, to conduct an annual inspection of the Premises in accordance with the National Standards for the Physical Inspection of Real Estate (NSPIRE) or any similar standards adopted by the relevant housing authority. The Lessee shall provide reasonable access to the Premises and cooperate with the inspection process. The results of the inspection shall be shared with the Lessee, and any required corrective actions identified during the inspection shall be addressed promptly by the Lessee.

6. **Compliance and Reporting**: The Lessee shall ensure compliance with all findings from the NSPIRE inspection and other monitoring activities. Any required corrective actions or recommendations made by the Lessor or inspection authorities must be implemented by the Lessee within a reasonable timeframe, as specified in the notice provided by the Lessor.

7. **Access for Monitoring**: The Lessor or designated representatives shall have the right to access the Premises for the purpose of verifying compliance with this provision, conducting inspections, and reviewing maintenance logs and tenant policies. Access shall be provided with reasonable notice to the Lessee, except in the case of emergencies.

CMA #5907

TEMPORARY RESIDENTIAL EMPLOYEE/INTERN HOUSING

Effective Date: March 28, 2006 (Revised: March 1, 2008; Revised: September 17, 2010; Revised: September 1, 2017; Revised: January 31, 2019; Revised: June 7, 2024)

§ 5907-1. Purpose.

The purpose of this Instruction is to establish guidelines and procedures to make use of unoccupied homes owned by the County.

§ 5907-2. Concept.

When available, and in accordance with these procedures, Collier County may use unoccupied County-owned homes to provide temporary residential housing to new employees, existing employees under extenuating circumstances, and interns. This limited benefit is offered to help in recruitment efforts and to provide the County with another option to secure and retain employees.

A. Temporary residential housing, when available, may be provided to new employees, imbedded contract employees, interns and existing employees under extenuating circumstances. Students working for the County or its imbedded contract employees may also utilize this program at a reduced rate. The County may waive the usage fee for up to 3 days when bringing in a perspective employee for an interview.

B. The term of use shall be limited to 120 days but may, with case-by-case written approval by the County Manager or designee, be extended to 150 days.

C. The County Manager, or designee, may approve temporary residential housing for any existing employee upon written recommendation of the employee's Division Director.

D. Employees, contract employees, students, or interns may be responsible for any property damage, unless caused by circumstances beyond the control of the user/occupant and must keep the housing unit clean and orderly at all times.

1. County staff or contractors under contract with the County, at the County's request, may enter the residential unit at any time for the purposes of inspection, maintenance, and/or repair.

2. Temporary Housing Agreements shall include a provision stating that causing damage to the unit beyond the security deposit, without reimbursement from or replacement by the employee, may result in garnishment of wages. Further, based on the severity and nature of the damage, County employees may be subject to disciplinary action.

E. The Division of Facilities Management shall manage the units, including but not limited to: scheduling the occupants, maintenance and repair, pest control, cable, water service, electric service, burglar alarm system, lawn service and janitorial service. Additionally, the Division will furnish each unit with appropriate furniture.

F. Each employee occupant will enter into a Temporary Housing Agreement with the County. Additional occupants require prior approval from the County Manager or designee and must be listed in the Temporary Housing Agreement for approval as occupants.

G. The use fee for housing under 2,000 square feet of living space, which includes rent, water service, electric service, lawn service, basic cable and furnishings, is $40 per day for employees and imbedded contract employees. For housing over 2,000 square feet of living space the use fee will be $50 per day. All housing for interns and students is a rate of $15 per day. The use fee shall be paid one month in advance (except for students and interns who will pay at the end of each month) payable to the Board of County Commissioners. In the event of housing rate adjustments associated with the program, the per day rate will remain fixed and as listed in the executed Temporary Housing Agreement for current occupants for the duration of their stay.

H. A refundable security deposit, equivalent to the amount of the first month's rent, is required to cover potential damages to the unit and appurtenances, including but not limited to: structural damage, harm to walls, ceilings, floors, fixtures, appliances, furniture, electronics, and household goods provided by Collier County. The refundable deposit will be held by the Clerk of Courts during occupancy and will be returned less any deductions for damages beyond normal wear and/or use. A non-refundable payment of $250 is required for each pet. The revenues will be directed to Facilities Management Division budget to address maintenance and administrative costs, unless specific restrictions imposed by the funding source used to acquire the units dictates otherwise.

I. Facilities Management may, when necessary, and in the absence of a paying occupant, assign security officer or maintenance personnel to occupy the units in order to prevent vandalism.

J. The County Manager or designee will review and, if necessary, adjust the charges every two years, but has the authority to amend this policy as necessary at any time.

§ 5907-3. Currency.

The Division of Facilities Management is responsible for maintaining the currency of this Instruction.

§ 5907-4. Authorization.

Authority for this policy and procedures was delegated by the Board of County Commissioners on March 28, 2006.

Executive Summary

Recommendation to approve Change Order No. 2 under Agreement No. 23-8099 to add sixty (60) additional days for the Veterans Memorial Blvd. Phase 1 – Noise Barrier Wall Project. (Project No. 60198)

OBJECTIVE: To obtain approval of Change Order No.2 to add sixty (60) days to complete the Veterans Memorial Blvd. Phase 1 – Noise Barrier Wall project.

CONSIDERATIONS: On August 22, 2023 (Agenda Item 16B3), the Board approved Agreement No. 23-8099 (the "Agreement") with Coastal Concrete Products LLC, to perform all work in connection with Project No. 60198 - Construction Services for the Phase 1 Veterans Memorial Boulevard Noise Barrier Wall ("the Project").

On October 7, 2024, staff issued a Stop Work order on the Project due to impending Hurricane Milton and ongoing utility conflicts. There are currently thirty-one (31) days remaining under the Agreement to finish the Project.

Staff is seeking to approve adding sixty (60) days to the Project to account for unforeseen utility conflicts in the field. Those conflicts require rerouting the wall slightly & relocating county-owned fiber-optic lines, which have adversely affected work on the Project. The substantial and final completion dates will be adjusted with the inclusion of these additional days.

This item is consistent with the Collier County strategic plan objective to design and maintain an effective transportation system to reduce traffic congestion and improve the mobility of our residents and visitors.

FISCAL IMPACT: Change Order No. 2 extends the time available on the Agreement without changing the dollar value of the contract. The source of funding for this project resides in Road Impact Fee Funds (3090, 3091), Road Construction Gas Tax Fund (3083), Water Capital Project Fund (4012) and Sewer Capital Project Fund (4014).

GROWTH MANAGEMENT IMPACT: This recommendation is consistent with the Long-Range Transportation Plan and Objective 1 of the Transportation Element of the Collier County Growth Management Plan to maintain the major roadway system at an acceptable Level of Service.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: Recommendation to approve Change Order No. 2 under Agreement No. 23-8099 to add sixty (60) additional days for the Veterans Memorial Blvd. Phase 1 – Noise Barrier Wall Project, and authorize the Chairman to sign the attached change order. (Project No. 60198).

PREPARED BY: Jamie Khawaja, Project Manager II, Transportation Engineering Division

ATTACHMENTS:

1. 60198 Vets Mem Blvd Noise Wall - CO#2 - Coastal Concrete
2. 60198 VMB Ph1 Noise Wall - Coastal Concrete Contract

Collier County

Procurement Services Change Order Form

Contract# 23-8099 **CO#** 02 **PO#** 4500226165 **Project #:** 60198

Project Name: Veterans Memorial Blvd Phase 1 - Noise Barrier Wall Imperial Golf Estates

Contractor/Consultant Name: Coastal Concrete Products LLC

Select One: ☑ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: Jamie Khawaja **Division Name:** Transportation Engineering

Original Contract/Work Order Amount	1941993.75	08/22/2023; 16-B.3	**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount	1941993.75	10/22/2024, 16.B.22	**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount	1941993.75	05/06/2025	**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change	0.00	0	**Total % Change from Original Amount**
Revised Contract/Work Order Total	1941993.75	0	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	0	0	**% Change from Current Amount**

Notice to Proceed Date 10/06/2023 **Original NTP # of Days** 150 **Original Final Completion Date** 03/06/2024 **Last Final Approved Date** 11/07/2024

# of Days Added 60 **Revised Final Date** (includes this change) TBD (Stop Work Issued) **Current Substantial Completion Date** (if applicable) 10/08/2024

Provide responses after each question in box below (Responses should be brief and specific). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☑ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) This change will add an additional sixty (60) days to the contract due to unforseen underground field conditions. The additional days being added to the contract is to account for unforeseen utility conflicts in the field. These underground utility lines could not be accurately verified during the design phase and due to the tight constraints in this area with right-of-way space, they require rerouting the wall slightly & relocating county owned fiber-optic lines. All of which has adversely affected the controlling items of work.

2.) A stop work order was issued on 10/07/2024 with thirty-one (31) days until final completion.

3.) The addition of sixty (60) days to the contract is to account for utility conflicts in the field and could not be accurately verified in the plans because they were underground and unforseen.

4.) If the additional time is not granted, the noise wall will not meet the designed length & will be less effective isolating the community from noise and not meet its intended purpose.

Collier County

Procurement Services Change Order Form

Contract# 23-8099 **CO#** 02 **PO#** 4500226165 **Project #:** 60198

Project Name: Veterans Memorial Blvd Phase 1 - Noise Barrier Wall Imperial Golf Estates

Contractor/Consultant Name: Coastal Concrete Products LLC

Change Order/Amendment Summary

(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	
1		Use 3,100 from allowance to add 1 8'x6' fence gate			10	160	adding 10 days & a gate to retain existing access to maintain adjacent wall & canal.
2		Add 60 days to complete the project			60	220	time required to complete project as designed

☐ Check here if additional summary page/s are attached to this Change Order

Collier County

Procurement Services Change Order Form

Contract# 23-8099	**CO#** 02	**PO#** 4500226165	**Project #:** 60198

Project Name: Veterans Memorial Blvd Phase 1 - Noise Barrier Wall Imperial Golf Estates

Contractor/Consultant Name: Coastal Concrete Products LLC

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: KhawajaJamie Date: 11/01/2024
Signature-Division Project Manager
Jamie Khawaja
Printed Name

Accepted by: _____ Date: _____
Signature- Design/Engineer Professional (if applicable)
_____
Printed Name/Title/Company Name

Accepted by: _____ Date: 11-19-2024
Signature- Contractor/Consultant/Vendor
David E. Torres, Manager, Coastal Concrete Products, LLC dba Coastal Site Development
Printed Name/Title/ Company Name

Approved by: ThomasMatthew Date: 11/01/2024
Signature-Division Manager or Designee *(Optional)*
Matthew Thomas, P.E
Printed Name

VF TC

Approved by: AhmadJay Digitally signed by AhmadJay Date: 2024.11.04 07:01:31 -05'00' Date: 11/04/2024
Signature-Division Director or Designee *(Optional)*
Jay Ahmad, P.E.
Printed Name

Approved by: ScottTrinity Digitally signed by ScottTrinity Date: 2024.11.22 14:15:57 -05'00' Date: _____
Signature-Division Administrator or Designee *(Optional)*
Trinity Scott
Printed Name

Collier County

Procurement Services Change Order Form

Contract# 23-8099 **CO#** 2 **PO#** 4500226165 **Project #:** 60198

Project Name: Veterans Memorial Blvd Phase 1 - Noise Barrier Wall Imperial Golf Estates

Contractor/Consultant Name: Coastal Concrete Products LLC

FOR PROCURMENT USE ONLY

FY 25 **CHO Request #** 527

Approved by: ZimmermanBecca Digitally signed by ZimmermanBecca Date: 2024.12.03 10:12:21 -05'00'

Signature-Procurement Professional Signature/Date

Approved by: _____

Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ☐ **Administrative-BCC Report** ☑ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

5B1
CAO

Jamie Khawaja

From: Jason Tomassetti <jtomassetti@fl-star.com>
Sent: Tuesday, October 29, 2024 4:17 PM
To: Jamie Khawaja; David E. Torres
Cc: Tim Winschel
Subject: RE: 60198 - VMB Wall CO#1 BCC approved - Status update
Attachments: VMB - Proposed CO.pdf

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Hi Jamie

Are you referring to last month's invoice that needs to be updated?

I attached the revised proposal for review. As far as time goes, we are going to need 60 days as soon as the directive is issued . The initial 15 days will be for equipment and crew mobilization.

Also, a couple reminders:

1. The wall alignment will not follow the original design. We will try to follow what has been discussed in the RFI (wall will end up being in front of the utility pole and guy wires.)
2. Due to the uncertainty of the data cable, force main, and water main locations, we can't guarantee the remaining 80 to100 feet of wall can be completed. This proposal only covers data cable relocation.
3. There is a possibility that the top of wall for the remaining 80 feet or so will be a foot or so lower than the current top of wall elevation due to existing ground slope.

Any questions, please let us know.

Thanks

Jason Tomassetti, P.E.

FLSTAR
3520 Kraft Road
Naples, FL 34105
O: (239) 231-3311
M: (239) 297-2251

From: Jamie Khawaja <Jamie.Khawaja@colliercountyfl.gov>
Sent: Tuesday, October 29, 2024 3:56 PM
To: David E. Torres <david@torrescompanies.com>
Cc: Jason Tomassetti <jtomassetti@fl-star.com>; Tim Winschel <twinschel@coastalconcreteproducts.com>
Subject: 60198 - VMB Wall CO#1 BCC approved - Status update

David see attached BCC approved CO#1.

Also where are we at on the time assessment & updated Invoice?

Thanks.

CONSTRUCTION AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ("Owner") hereby contracts with **COASTAL CONCRETE PRODUCTS, LLC** ("Contractor") of 7742 Alico Rd, Fort Myers FL 33912, a Florida limited liability company, authorized to do business in the State of Florida, to perform all work ("Work") in connection with **"VETERANS MEMORIAL BLVD - PHASE I PROPOSED NOISE BARRIER WALL,"** Invitation to Bid No. **23-8099** ("Project"), as said Work is set forth in the Plans and Specifications prepared by **Mark McCleary, PE**, the Engineer and/or Architect of Record ("Design Professional") and other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Bidding Documents and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement" and sometimes as the "Contract"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. Owner shall furnish to the Contractor one reproducible set of the Contract Documents and the appropriate number of sets of the Construction Documents, signed and sealed by the Design Professional, as are reasonably necessary for permitting.

Section 2. Scope of Work.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.

Section 3. Contract Amount.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **One Million Nine Hundred Forty-One Thousand Nine Hundred Ninety-Three Dollars and Seventy-Five Cents ($1,941,993.75)**.

Section 4. Bonds.

A. If applicable, the Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B-1 and B-2, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies" circular. This circular may be accessed via the web at www.fms.treas.gov/c570/c570.html#certified. Should the Contract Amount be less

than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be subject to the Owner's approval.

Section 5. Contract Time and Liquidated Damages.

A. Time of Performance.
Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Contractor shall achieve Substantial Completion within **one hundred twenty (120)** calendar days from the Commencement Date (herein "Contract Time"). The date of Substantial Completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. Contractor shall achieve Final Completion within **thirty (30)** calendar days after the date of Substantial Completion. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Department Administrator or Division Director, as applicable, acting directly or through duly authorized representatives.

B. Liquidated Damages in General.
Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if Contractor fails to achieve Substantial Completion within the time specified above, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Contractor fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **One Thousand Six Hundred Ninety-Four Dollars ($1,694)** for each calendar day thereafter until Substantial Completion is achieved. Further, in the event Substantial Completion is reached, but the Contractor fails to reach Final Completion within the required time period, Owner shall also be entitled to assess, and Contractor shall be liable for all actual damages incurred by Owner as a result of Contractor failing to timely achieve Final Completion. The Project shall be deemed to be substantially completed on the date the Project Manager (or at his/her direction, the Design Professional) issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to Substantially or Finally Complete the Work within the required time periods.

C. Computation of Time Periods.
When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday

or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

D. Determination of Number of Days of Default.
For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Owner will count default days in calendar days.

E. Right of Collection.
The Owner has the right to apply any amounts due Contractor under this Agreement or any other agreement between Owner and Contractor, as payment on such liquidated damages due under this Agreement in Owner's sole discretion. Notwithstanding anything herein to the contrary, Owner retains its right to liquidated damages due under this Agreement even if Contractor, at Owner's election and in its sole discretion, is allowed to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

F. Completion of Work by Owner.
In the event Contractor defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another contractor or its own forces, the Contractor and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

G. Final Acceptance by Owner.
The Owner shall consider the Agreement complete when the Contractor has completed in its entirety all of the Work and the Owner has accepted all of the Work and notified the Contractor in writing that the Work is complete. Once the Owner has approved and accepted the Work, Contractor shall be entitled to final payment in accordance with the terms of the Contract Documents.

H. Recovery of Damages Suffered by Third Parties.
Contractor shall be liable to Owner to the extent Owner incurs damages from a third party as a result of Contractor's failure to fulfill all of its obligations under the Contract Documents. Owner's recovery of any delay related damages under this Agreement through the liquidated damages does not preclude Owner from recovering from Contractor any other non-delay related damages that may be owed to it arising out of or relating to this Agreement.

Section 6. Exhibits Incorporated.

Exhibits Incorporated: The following documents are expressly agreed upon, attached hereto and made a part of this Agreement for Solicitation No. **23-8099 "VETERANS MEMORIAL BLVD - PHASE I PROPOSED NOISE BARRIER WALL."**

Exhibit A-1:	Contractor's Bid Schedule	
Exhibit A-2:	Contractor's Bid Submittal Forms and Addendums	
Exhibit A-3:	Contractor's List of Key Personnel	
Exhibit B-1:	Payment Bond Forms	☐ Not Applicable
Exhibit B-2:	Performance Bond Forms	☐ Not Applicable
Exhibit B-3:	Insurance Requirements	
Exhibit C:	Release and Affidavit Form	
Exhibit D:	Contractor Application for Payment Form	

Exhibit E: Change Order Form
Exhibit F: Certificate of Substantial Completion Form
Exhibit G: Final Payment Checklist
Exhibit H: General Terms and Conditions
Exhibit I: Supplemental Terms and Conditions ☒ Applicable ☐ Not Applicable

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement for Solicitation No. **23-8099 "VETERANS MEMORIAL BLVD - PHASE I PROPOSED NOISE BARRIER WALL."** The complete contract documents, including Addendum with attachments, are available on the County's on-line bidding system: https://www.bidsync.com/bidsync-cas/, which the parties agree comprise the final integrated agreement executed by the parties.

Sections corresponding to any checked box (☒) expressly apply to the terms of this Agreement and are available through the County's on-line bidding.

☐ Exhibit J: Technical Specifications
☐ Exhibit K: Permits
☒ Exhibit L: Standard Details
☒ Exhibit M: Plans and Specifications prepared by: **Mark McCleary, PE**
☒ Exhibit N: Environmental Health and Safety Requirements for Construction Projects

Section 7. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the Owner shall be deemed duly served if delivered by U.S. Mail, E-mail or Facsimile, addressed to the following:

Collier County Board of County Commissioners, FL
c/o Transportation Engineering
2885 South Horseshoe Drive
Naples, FL 34104
Attn: Bee Thao, Project Manager III
Phone: (239) 252-5844
Email: Bee.Thao@CollierCountyFL.Gov

B. All notices required or made pursuant to this Agreement by Owner to Contractor shall be made in writing and shall be deemed duly served if delivered by U.S. Mail, E-mail or Facsimile, addressed to the following:

COASTAL CONCRETE PRODUCTS, LLC
7742 Alico Road
Fort Myers, FL 33912
Attn: David Torres, Manager
Secondary Contact: Martiza Aguiar
Phone: (904) 762-4454 / (239) 404-8705
Email: David@torrescompanies.com / maguiar@coastalconcreteproducts.com

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 8. PUBLIC ENTITY CRIMES.

8.1 By its execution of this Contract, Construction Contractor acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Section 9. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 10. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 11. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 12. No Waiver.

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 13. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 14. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 15. Change Order Authorization.

The Project Manager shall have the authority on behalf of the Owner to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the Owner's procurement ordinance and policies and accompanying administrative procedures.

Section 16. Construction.

Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.

Section 17. Order of Precedence

In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions. To the extent any conflict in the terms of the Contract Documents including the Owner's Board approved Executive Summary cannot be resolved by application of the Supplemental Conditions, if any, or the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.

****

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

COASTAL CONCRETE PRODUCTS, LLC

TWO WITNESSES:

FIRST WITNESS

Print Name

SECOND WITNESS

Print Name

By: _____

Print Name and Title Manager Date 6/13/23

Date: 6/13/2023

ATTEST:

Crystal K. Kinzel, Clerk of Courts & Comptroller

BY: _____

Attest as to Chairman's signature only

OWNER:

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY FLORIDA

By: _____

Rick LoCastro, Chairman

Approved as to Form and Legality:

Deputy County Attorney

Print Name

EXHIBIT A-1: CONTRACTOR'S BID SCHEDULE

(FOLLOWING THIS PAGE)

CAO

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23-8099 VETERANS MEMORIAL BLVD. PHASE I - PROPOSED NOISE BARRIER WALL

COLLIER COUNTY PROJECT NO. 60198

BID SCHEDULE

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
101-1	MOBILIZATION	LS	1	$105,000.00	$105,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$65,000.00	$65,000.00
110-1-1	STANDARD CLEARING & GRUBBING	LS	1	$84,000.00	$84,000.00
104-13-1	STAKED SILT FENCE	LF	4,000	$3.00	$12,000.00
534-72-101	BARRIER WALL (14' H), INCLUDES FOUNDAION AND PAINT	SF	55,019	$27.25	$1,499,267.75
550-10-242	FENCING, TYPE B, 8' BLACK CHAIN LINK, VINYL COATING (COMPLETE)	LF	51	$250.00	$12,750.00
550-60-223	FENCE GATE, TYPE B, DOUBLE, 12.1'-18.0' OPENING	EA	2	$4,200.00	$8,400.00
550-60-223-MODIFIED	FENCE GATE, TYPE B, DOUBLE, 8'HX6' OPENING	EA	1	$3,100.00	$3,100.00
570-1-2	PERFORMANCE TURF, (SOD)	SY	4,658	$22.00	$102,476.00
				SUB-TOTAL:	$1,891,993.75
CC-1000	ROADWAY ALLOWANCE*	T&M	1	$50,000.00	$50,000.00
				BID TOTAL:	**$1,941,993.75**

*Roadway Allowance is for Owners Use as Directed. This Allowance will be used only at the Owner's direction to accomplish work due to unforeseen conditions and/or as directed by the Owner. Inclusion of the Allowance as part of the Contract Price is not a guarantee that the Contractor will be paid any portion or the full amount of the Allowance. Expenditures of Owner's Allowance will be made through Change Order with proper documentation of Time and Materials supporting the change.

CONTRACTOR: *COASTAL CONCRETE PRODUCTS, LLC DBA COASTAL SITE DEVELOPMENT*

DATE: 4/6/2023

Vendor Check List	YES/NO
Bid Schedule	
Form 1: Bid Response Form	
Form 2: Contractor Key Personnel	
Form 3: Material Manufacturers	
Form 4: List of Major Manufacturers	
Form 5: Statement of Experience of Bidder	
Form 6: Trench Safety Act	
Form 7: Bid Bond	
Form 8: Insurance and Bonding Requirements	
Form 9: Conflict of Interest Affidavit	
Form 10: Vendor Declaration Statement	
Form 11: Immigration Affidavit Certification	
Form 12: Bidder's Checklist	
Addenda	
E-Verify Profile Page or MOU	
SunBiz	
W-9	
Copy of Valid and Current FL General Contractor's License	

CAO

EXHIBIT A-2: CONTRACTOR'S BID SUBMITTAL FORMS AND ADDENDUM

(FOLLOWING THIS PAGE)

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum #1

Date: February 23, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1:
Solicitation #23-8099 Veterans Memorial Blvd Phase I - Proposed Noise Barrier Wall

The following changes are made to the above-mentioned Collier County solicitation:

This Addendum is to add a non-mandatory pre-bid conference:

PRE-BID CONFERENCE DATE/TIME: FRIDAY, MARCH 3RD, 2023, at 11:00 AM EST

LOCATION: Procurement Services Division, Building C-2 – Conference Room A
3295 Tamiami Trail East, Naples, Florida 34112

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

David E. Torres - Manager — 03/23/2023

(Signature) — Date

Coastal Concrete Products, LLC

(Name of Firm)

CAO

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum #2

Date: March 10, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum #2:
Solicitation #23-8099 Veterans Memorial Blvd Phase I - Proposed Noise Barrier Wall

The following changes are made to the above-mentioned Collier County solicitation:

This Addendum is to add documents for reference purposes per Question #5:

Added documents:

- **23-8099 Reference 472-134.01 VMB Phase I - Addendum DS.pdf**
- **23-8099 Reference 472-134.01 VMB Phase I - Geotechnical Report DS.pdf**

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

David E. Torres - Manager — 03/23/2023

(Signature) — Date

Coastal Concrete Products, LLC

(Name of Firm)

CAO

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum #3

Date: March 14, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum #3:
Solicitation #23-8099 Veterans Memorial Blvd Phase I - Proposed Noise Barrier Wall

The following changes are made to the above-mentioned Collier County solicitation:

This Addendum is to add a document requested per Question #9.

Added documents:

- **23-8099 Pre-Bid Meeting Sign-In sheet.pdf**

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

David E. Torres - Manager — 03/23/2023

(Signature) — Date

Coastal Concrete Products, LLC

(Name of Firm)

CAO

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum #4

Date: March 23, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum # 4
Solicitation #: 23-8099 Veterans Memorial Blvd Phase I - Proposed Noise Barrier Wall

The following clarifications are issued as an addendum:

Change 1: The bid due date and the Q & A deadline have been extended as follows:

QUESTION AND ANSWER DEADLINE:
• ~~Thursday, March 16th, 2023, at 5:00 PM EST~~ to Thursday, March 30th, 2023, at 5:00 PM EST

BID OPENING DAY/DATE/TIME:
• ~~Thursday, March 23rd, 2023, at 3:00 PM EST~~ to Thursday, April 6th, 2023, at 3:00 PM EST

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above-referenced solicitation.

David E. Torres - Manager — 04/06/2023
(Signature) — Date

Coastal Concrete Products, LLC dba Coastal Site Development
(Name of Firm)

CAO

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum #5

Date: April 4, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum #5
Solicitation# 23-8099 Veterans Memorial Blvd Phase I - Proposed Noise Barrier Wall

The following clarifications are issued as an addendum:

This Addendum has been issued for the following items identifying clarifications, changes, deletions, and/or additions to the scope of work and/or the solicitation documents for the above referenced solicitation:

The following clarifications are being made in response to questions posted on the County's bidding platform, and are hereby incorporated into the bid:

Question 1

Can additional detail be provided with regards to existing utilities in conflict with the wall. Roadway plans show Collier County Traffic Operations as well as a buried fiber optic and other lines in near vicinity of wall linework. Keep in mind wall footers will be much wider than wall line shown. Any asbuilts showing the depth of those existing utilities would be helpful. If deep, they may be below foundation depths.

Answer

Known utilities are as shown in the reference plans and the proposed noise barrier wall plans. The Veterans Memorial Blvd - Phase I as-builts for this segment of the project is being assembled. Once completed, if it's still within the advertising time frame, the County will provide it to the potential proposers in a separate addendum. Please be advised that the contractor is responsible to verify all existing utilities prior to the commencement of work per the solicitation package.

Question 2

Also related to existing utilities, has the County considered relocating the wall closer to the sidewalk to avoid such conflicts.

Answer

To minimize utility conflicts, the proposed noise barrier wall alignment was incorporated into the design process of the Design-Build Veterans Memorial Blvd Phase I project. Any other location will increase the potential for utility conflicts. The proximity to the underground utilities was considered with the siting of the wall; however, the contractor is responsible for verifying all utilities prior to the commencement of work per the solicitation package.

CAO

Gate @ Secoya wall connection, Secoya has requested that it is maintained.

Question 4

Wall plans call for a single 14' panel. Would panel combinations (8' and 6') be considered

Answer

The contractor shall achieve an overall height of 14 ft. The aesthetic of the wall and future maintenance is vital to the County, and the contractor shall provide a finished product given these considerations. The plans are conceptual and means and methods are at the contractor's discretion.

Question 11

The plans show an 8-foot-high chain link fence that is about 40 feet long that connects the proposed new wall for Imperial with the existing Secoya Reserve wall. Did the County consider extending the noise wall so that it ties in directly to the Secoya Reserve wall? If the County is not going to extend the new wall to tie into the wall at Secoya Reserve, is it possible for the County to specify a gate for access because a gate exists there now that is used for maintenance? Also, if a fence is going to be installed is it possible to have plastic slats installed in between the chain links to provide visual privacy for Secoya and Imperial?

Answer

No. The wall is to stay within the roadway Right-of-Way, staying parallel to the roadway. All tie-ins at the west and East end of the project limits will be chain-linked fences, matching the existing tie-in method.

The East end has a few conflicting utilities; therefore, a gate was not provided. However, two new gates will be required at the middle of the wall, a single gate at the stagger in the wall, and a double gate entrance at the West end. This allows the Maintenance crews to access the wall for maintenance purposes via the two gates.

The plans do not call for plastic slats. None are planned at this time.

Question 12

Is the easement to the south of the fence available to use as the area to construct from?

Answer

Means and methods are up to the contractor. In accordance with the Terms and Conditions of the Solicitation Package, please be advised that any disturbed areas outside of the plans' limits will be restored to their pre-construction conditions prior to closing out the project.

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

David E. Torres - Manager — 04/06/2023

(Signature) — Date

Coastal Concrete Products, LLC dba Coastal Site Development

(Name of Firm)

CAO

FORM 1 - BID RESPONSE FORM

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

VETERANS MEMORIAL BLVD - PHASE I PROPOSED NOISE BARRIER WALL
BID NO. 23-8099

Full Name of Bidder Coastal Concrete Products, LLC

Main Business Address 7742 Alico Road, Fort Myers, FL 33912

Place of Business 7742 Alico Road, Fort Myers, FL 33912

Telephone No. 239.208.4079 Fax No. 239.334.1399

State Contractor's License # CGC1519460

State of Florida Certificate of Authority Document Number L10000107847

Federal Tax Identification Number 27-3688614

DUNS # _____ CCR# _____ Cage Code _____

To: BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
(hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is submitted without collusion with any other person, firm or corporation; that it has carefully examined the location of the proposed Work, the proposed form of Agreement and all other Contract Documents and Bonds, and the Contract Drawings and Specifications.

Bidder proposes, and agrees if this Bid is accepted, Bidder will execute the Agreement included in the Bidding Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

Unit prices shall be provided in no more than two decimal points, and in the case where further decimal points are inadvertently provided, rounding to two decimal points will be conducted by Procurement Services Division staff.

Upon notification that its Bid has been awarded, the Successful Bidder will execute the Agreement form attached to the Bidding Documents within ten (10) calendar days and deliver the Surety Bond or Bonds and Insurance Certificates as required by the Contract Documents. The bid security attached is to become the property of the Owner in the event the Agreement, Insurance Certificates, and Bonds are not executed and delivered to the Owner within the time above set forth, as liquidated damages, for the delay and additional expense to the Owner, it is being recognized that, since time is of the essence, Owner will suffer financial loss if the Successful Bidder fails to execute and deliver to Owner the required Agreement, Insurance Certificates and Bonds within the required time period. In the event of such failure, the total amount of the Owner's damages will be difficult, if not impossible, to definitely ascertain, and quantify. It is hereby agreed that it is appropriate and fair that the Owner receive liquidated damages from the Successful Bidder in the event it fails to execute and deliver the Agreement, Insurance Certificates, and Bonds as required hereunder. The Successful Bidder hereby expressly waives and relinquishes any right which it may have to seek to characterize

the above-noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of bidding if the Successful Bidder fails to execute and deliver the Agreement, Insurance Certificates, and Bonds in a timely manner.

Upon receipt of the signed and approved agreement and Purchase Order, the undersigned proposes to commence work at the site within five (5) calendar days from the commencement date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) commencement date. The undersigned further agrees to substantially complete all work covered by this Bid within **one hundred and twenty (120)** consecutive calendar days, computed by excluding the commencement date and including the last day of such period, and to be fully completed to the point of final acceptance by the Owner within **thirty (30)** consecutive calendar days after Substantial Completion, computed by excluding commencement date and including the last day of such period.

Acceptance and acknowledged by an Authorized Agent

Signature: David E. Torres

Title: Manager

Date: 03/23/2023

FORM 2 - CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

VETERANS MEMORIAL BLVD - PHASE I PROPOSED NOISE BARRIER WALL
Bid No. 23-8099

Name	Personnel Category
Tim Winschel	Construction Superintendent
Alejandro Navarro	Project Manager

FORM 3 - MATERIAL MANUFACTURERS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

All Bidders shall confirm by signature that they will provide the manufacturers and materials outlined in this Bid specifications, including compliance with Florida Statute 255.20 to provide lumber, timber, and other forest products produced and manufactured in the State of Florida as long as the price, fitness, and quality are equal. Exceptions (when equals are acceptable) may be requested by completing the Material Manufacturer Exception List below. If an exception for a manufacturer and/or material is proposed and listed below and is not approved by Engineer/Project Manager, Bidder shall furnish the manufacturer named in the specification. Acceptance of this form does not constitute acceptance of the material proposed on this list.

Complete and sign section A OR B.

Section A (Acceptance of all manufactures and materials in Bid specifications)

On behalf of my firm, I confirm that we will use all manufacturers and materials as specifically outlined in the Bid specifications. except as listed below.

Company: Coastal Concrete Products, LLC

Signature: _____ David E. Torres - Manager Date: 03/23/2023

Section B (Exception requested to Bid specifications manufacturers and materials)

	EXCEPTION MATERIAL	EXCEPTION MANUFACTURER
1.	Propietary Wall System per attached specification.	Coastal Concrete Products, LLC as authorized licensee of AFTEC Stonetree Walls.
2.		
3.		
4.		
5.		

Please insert additional pages as necessary.

Company: Coastal Concrete Products, LLC

Signature: _____ David E. Torres - Manager Date 03/23/2023

FORM 4 - LIST OF MAJOR SUBCONTRACTORS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

The undersigned states that the following is a list of the proposed subcontractors for the major categories outlined in the requirements of the Bid specifications.

The undersigned acknowledges its responsibility for ensuring that the Subcontractors for the major categories listed herein are "qualified" (as defined in Ordinance 2017-08 and Section 15 of Instructions to Bidders) and meet all legal requirements applicable to and necessitated by the Contract Documents, including, but not limited to proper licenses, certifications, registrations, and insurance coverage. The Owner reserves the right to disqualify any Bidder who includes non-compliant or non-qualified Subcontractors in its bid offer. Further, the Owner may direct the Successful Bidder to remove/replace any Subcontractor, at no additional cost to Owner, which is found to be non-compliant with this requirement either before or after the issuance of the Award of Contract by Owner. (Attach additional sheets as needed). Further, the undersigned acknowledges and agrees that promptly after the Award of Contract, and in accordance with the requirements of the Contract Documents, the Successful Bidder shall identify all Subcontractors it intends to use on the Project. The undersigned further agrees that all Subcontractors subsequently identified for any portion of work on this Project must be qualified as noted above.

	Major Category of Work	Subcontractor and Address
1.	Structural	
2.	Earthwork	
3.	Site Work	
4.	Identify other subcontractors that represent more than 10% of the price or that affect the critical path of the schedule	To be determined

Company: Coastal Concrete Products, LLC

Signature: _____ David E. Torres - Manager Date: 03/23/2023

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONSIBLE.

The Bidder is required provide five (5) project references, stated below, of what work of similar magnitude completed within the last five (5) years is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the Agreement.

1.

Sanders Pine (project name)

Immokalee, FL (project location)

Precast Concrete Fence, Sidewalk Improvement, and Grading (project description)

2020 / 2021 (project start/completion dates) $226,950.00 (contract value)

Rural Neighborhood (project owner)

2449 Sanders Pines Circle, Immokalee, FL 34142 (Owner's address)

Dottie Cook (Owner's contact person) (title)

239.324.0317 (phone) (email)

2.

E. Terry Wall (project name)

E. Terry Bonita Springs (project location)

Perimeter Wall/ Concrete Sidewalk (project description)

2022 / 2022 (project start/completion dates) $234,135.00 (contract value)

City of Bonita Springs (project owner)

9101 Bonita Beach Road,Bonita Springs Florida 34135 (Owner's address)

Joel Langaney (Owner's contact person) (title)

239.949.6242 (phone) joel.langaney@cityofbonitasprings.org (email)

3.

Royal Palm Polo Perimeter Wall (project name)

Boca Raton, FL (project location)

Perimeter Wall (project description)

2018 (project start/completion dates) $555.686.00 (contract value)

Centerline Utilities (project owner)

(Owner's address)

Fred Chesney (Owner's contact person) (title)

561-689-3917 (phone) (email)

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

4.

Haldeman's Landing Wall (project name)	Concrete Wall Co (project owner)
Naples, FL (project location)	(Owner's address)
Concrete Barrier Wall (project description)	Charles Cook (Owner's contact person) (title)
2018 (project completion date) $189,632.00 (contract value)	239.822.1508 (phone) (email)

5.

Sapphire Cove Perimeter Wall (project name)	FL Star Construction, LLC (project owner)
Naples FL (project location)	3520 Kraft Rd, Naples, FL 34105 (Owner's address)
Perimeter Wall/ Concrete Sidewalk (project description)	Gary Hains (Owner's contact person) (title)
2021 (project completion date) $450,000* (contract value)	239.821.8815 (phone) gary@fl-star.com (email)

Company: Coastal Concrete Products, LLC

Signature: David E. Torres - Manager Date: 03/23/2023

FORM 6 - TRENCH SAFETY ACT

THIS FORM MUST BE COMPLETED OR THE BID MAY BE DEEMED NON-RESPONSIVE.

Bidder acknowledges that included in the various items of the bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the cost to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Overall Trench Safety	LS	1	$6500	$6500 -
2.					
3.					
4.					
5.					

TOTAL $ 6500 -

Company: Coastal Concrete Products, LLC

Signature: David E. Torres - Manager Date: 03/23/2023

FORM 7 - BID BOND

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONISBLE

KNOW ALL MEN BY THESE PRESENTS, that we Coastal Concrete Products, LLC dba Coastal Site Development (hereinafter called the Principal) and The Hanover Insurance Company, (herein called the Surety), a corporation chartered and existing under the laws of the State of New Hampshire with its principal offices in the city of Worcester, MA. and authorized to do business in the State of Florida are held and firmly bound unto the Board of County Commissioners of Collier County, Florida (hereinafter called the Owner), in the full and just sum of Five Percent of Amount Bid dollars ($5% of Amount Bid) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment, and incidentals necessary to furnish, install, and fully complete the Work on the Project known as **Bid No. 23-8099 Veterans Memorial Blvd - Phase I Proposed Noise Barrier Wall.**

NOW, THEREFORE, if the Owner shall accept the Bid of the PRINCIPAL and the PRINCIPAL shall enter into the required Agreement with the Owner and within ten days after the date of a written Notice of Award in accordance with the terms of such Bid, and give such bond or bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the PRINCIPAL to enter into such Agreement or to give such bond or bonds, and deliver to Owner the required certificates of insurance, if the PRINCIPAL shall pay to the OBLIGEE the fixed sum of $5% of Amount Bid noted above as liquidated damages, and not as a penalty, as provided in the Bidding Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this 17th day of March, 2023

Coastal Concrete Products, LLC dba Coastal Site Development Principal

BY DAVID E Reeves manager (Seal)

The Hanover Insurance Company Surety

Warren M. Alter, Attorney-In-Fact (Seal)

Countersigned

Warren M. Alter, Florida Licensed Insurance Agent

Appointed Producing Agent for The Hanover Insurance Company

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Warren M. Alter and/or David T. Satine

Of **Alter Surety Group Inc. of Miami Lakes, FL** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 2nd day of **March, 2022**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Bryan J. Salvatore, Executive Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 2nd day of **March, 2022** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

ARLEEN V. SIMONS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 15, 2023

Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of March 2023.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Roweddar, Vice President

CAO

FORM 8 - INSURANCE AND BONDING REQUIREMENTS

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in FORM 8 of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors, agents, and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants, and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or the specific solicitation number and title.

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in FORM 8 with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by the Vendor from its insurer, and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Collier County
Procurement Services Division

FORM 9 – CONFLICT OF INTEREST AFFIDAVIT

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor/vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s), and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified may result in disqualification for future solicitations affiliated with the above-referenced project(s).

By the signature below, the firm (employees, officers, and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Coastal Concrete Products, LLC
Company Name

Signature

David E. Torres
Print Name and Title

Manager

State of FLORIDA

County of LEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of March (month), 2023 (year), by David E. Torres (name of person acknowledging).

(Signature of Notary Public - State of Florida)

Maritza Aguiar
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

Notary Public State of Florida
Maritza Aguiar
My Commission
HH 207493
Exp.12/14/2025

CAO

Collier County
Procurement Services Division

FORM 10 – VENDOR DECLARATION STATEMENT

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above-referenced Solicitation. **Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 23rd day of March, 2023 in the County of Lee, in the State of Florida.

Firm's Legal Name:	Coastal Concrete Products, LLC
Address:	7742 Alico Road
City, State, Zip Code:	Fort Myers, FL 33912
Florida Certificate of Authority Document Number	L10000107847
Federal Tax Identification Number	27-3688614
*CCR # or CAGE Code *Only if Grant Funded	
Telephone:	cel. 904 762 4454
Email:	david@ forrescompanies.com
Signature by: (Typed and written)	
Title:	Manager

Additional Contact Information

Send payments to: (required if different from above)
Company name used as payee

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

Office servicing Collier County to place orders (required if different from above)
Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

Secondary Contact for this Solicitation: Maritza Aguiar -

Email: maguiar@coastalconcreteproducts.com

Phone: 239.404.8705

CAO

Collier County

Procurement Services Division

FORM 11- IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's bid. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company which will be produced at the time of the submission of the Vendor's bid or within five (5) day of the County's Notice of Recommend Award.

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Coastal Concrete Products, LLC
Company Name

Signature

David E. Torres - Manager
Print Name and Title

State of FLORIDA

County of LEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of March (month), 2023 (year), by David E. Torres (name of person acknowledging).

(Signature of Notary Public - State of Florida)

Maritza Aguilar
(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Maritza Aguilar
My Commission
HH 207493
Exp.12/14/2025

Personally Known OR Produced Identification

Type of Identification Produced

CAO

FORM 12 - BIDDERS CHECKLIST

IMPORTANT: No bid shall be considered unless it is made on unaltered Bid forms which are included in the Bidding Documents. Please read carefully, sign in the spaces indicated, and return with your Bid. FAILURE TO PROVIDE THE BID DOCUMENTS MAY BE GROUNDS TO DEEM YOU NON-RESPONSIVE/NON-RESPONSIBLE.

Bidder should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. Bid Schedule has been completed and attached.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. The following online standard documents have been reviewed and accepted in BidSync:
    a. Construction bid instructions form
    b. Construction services agreement
    c. Purchase order terms and conditions
8. All of the following bid forms have been completed and signed:
    a. Bid Form (Form 1)
    b. Contractors Key Personnel (Form 2)
    c. Material Manufacturers (Form 3)
    d. List of Major Subcontractors (Form 4)
    e. Statement of Experience (Form 5)
    f. Trench Safety Act (Form 6)
    g. Bid Bond Form (Form 7)
    h. Insurance and Bonding Requirements (Form 8)
    i. Conflict of Interest Affidavit (Form 9)
    j. Vendor Declaration Statement (Form 10)
    k. Immigration Law Affidavit Certification (Form 11) MUST be signed and attached with your submittal.
    l. Signed Grant Provisions and Assurances package in its entirety, if applicable, are executed and should be included with your submittal.
9. Copies of the required information have been attached
    a. Business Tax Receipt (Collier County Businesses Only)
    b. Company's E-Verify profile page or memorandum of understanding
    c. Certificate of Authority to Conduct Business in the State of Florida (sunbiz.org)
    d. Copy of valid and current Florida General Contractor's License
    e. Any other required professional licenses – valid and current (myfloridalicense.com) (i.e.: Underground Utility, and Excavation, Builders, Trade Contractors, etc., as applicable, requested, and/or required.)
    f. Vendor W-9 Form
10. If required, the amount of the Bid bond has been checked, and the Bid bond or cashier's check has been submitted.
11. Any addenda have been signed and the acknowledgment form attached and included.
12. The Bid will be uploaded in time to be received no later than the specified opening date and time, otherwise, the Bid cannot be considered.

Coastal Concrete Products, LLC

David E. Torres - Manager 03/23/2023

CAO



Detail by Entity Name

Florida Limited Liability Company
COASTAL CONCRETE PRODUCTS, LLC

Filing Information

Document Number	L10000107847
FEI/EIN Number	27-3688614
Date Filed	10/15/2010
Effective Date	10/15/2010
State	FL
Status	ACTIVE

Principal Address

7742 Alico Rd
Ft. Myers, FL 33912

Changed: 01/23/2014

Mailing Address

7742 Alico Rd
Ft. Myers, FL 33912

Changed: 01/23/2014

Registered Agent Name & Address

TORRES, DAVID E
7742 Alico Rd
Ft. Myers, FL 33912

Address Changed: 01/23/2014

Authorized Person(s) Detail

Name & Address

Title MGR

TORRES, DAVID E
7742 Alico Rd
Ft. Myers, FL 33912

Annual Reports

Report Year	**Filed Date**

CAO

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 422570

Approved by:

Employer Coastal Concrete Products, LLC	
Name (Please Type or Print) David E Torres	**Title**
Signature Electronically Signed	**Date** 06/13/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/13/2011

CAO

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 422570

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Coastal Concrete Products, LLC
Company Facility Address	7742 Alico Rd Fort Myers, FL 33912
Company Alternate Address	
County or Parish	LEE
Employer Identification Number	273688614
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Coastal Concrete Products, LLC

2 Business name/disregarded entity name, if different from above
dba Coastal Site Development, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7742 Alico Road

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Myers, FL 33912

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	7	–	3	6	8	8	6	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/3/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CAO

2022-2023
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1033847
Receipt Number: 1402634
State License Number: CGC1519460

Account Expires: September 30, 2023

Location:
7730 ALICO RD
FT MYERS, FL 33912

May engage in the business of:
GENERAL CONTRACTOR-CERTIFIED
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

COASTAL CONCRETE PRODUCTS LLC
TORRES DAVID E
7730 ALICO RD
FT MYERS, FL 33912

Payment Information:		
PAID	DP-00-00330937	07/28/2022
		$ 50.00

CAO

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TORRES, DAVID ELIAS

COASTAL CONCRETE PRODUCTS, LLC
7742 ALICO RD
FORT MYERS FL 33912

LICENSE NUMBER: CGC1519460

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CAO

Coastal Concrete Products

Coastal Site Development
A Division of Coastal Concrete Products, LLC

March 23rd, 2023

Collier County
Procurement and Transportation Engineering

Re: Veterans Memorial Blvd – Phase I Proposed Noise Wall. Bid No. 23-8099

To Whom It May Concern,

This letter is submitted to accompany our bid for the above referenced project to provide additional clarification as to the proposed product that we intend to use for this application. Coastal Concrete Products, LLC has been in the perimeter wall business since its inception and its predecessor firm had been in the same industry since 1988. We are an authorized manufacturer for AFTEC Stonetree Walls which is the proposed application to be used for this project. Enclosed with this letter, we include some preliminary engineering that should provide some understanding of the system proposed. It must be noted that this concrete wall system is a proprietary system and is not consistent with the details shown in Index 534 of the FDOT index set and specifications. However, the system has been used extensively throughout the State of Florida and the entire country. Our firm has installed these walls for many municipalities including the City of Marco Island, City of Miramar, City of Hollywood. These walls are found throughout Collier County and have been included in County projects including Clam Pass Park. They are found on the north side of Veteran's Memorial Blvd along the Mediterra frontage and are found in several projects along Livingston Rd near Veteran's Memorial Blvd including Talis Park, Enclave of Distinction, Royal Palm Academy, etc. We installed the Mediterra frontage along with the roadway work commissioned by the County for Quality Enterprises working for the Mediterra homeowner's association.

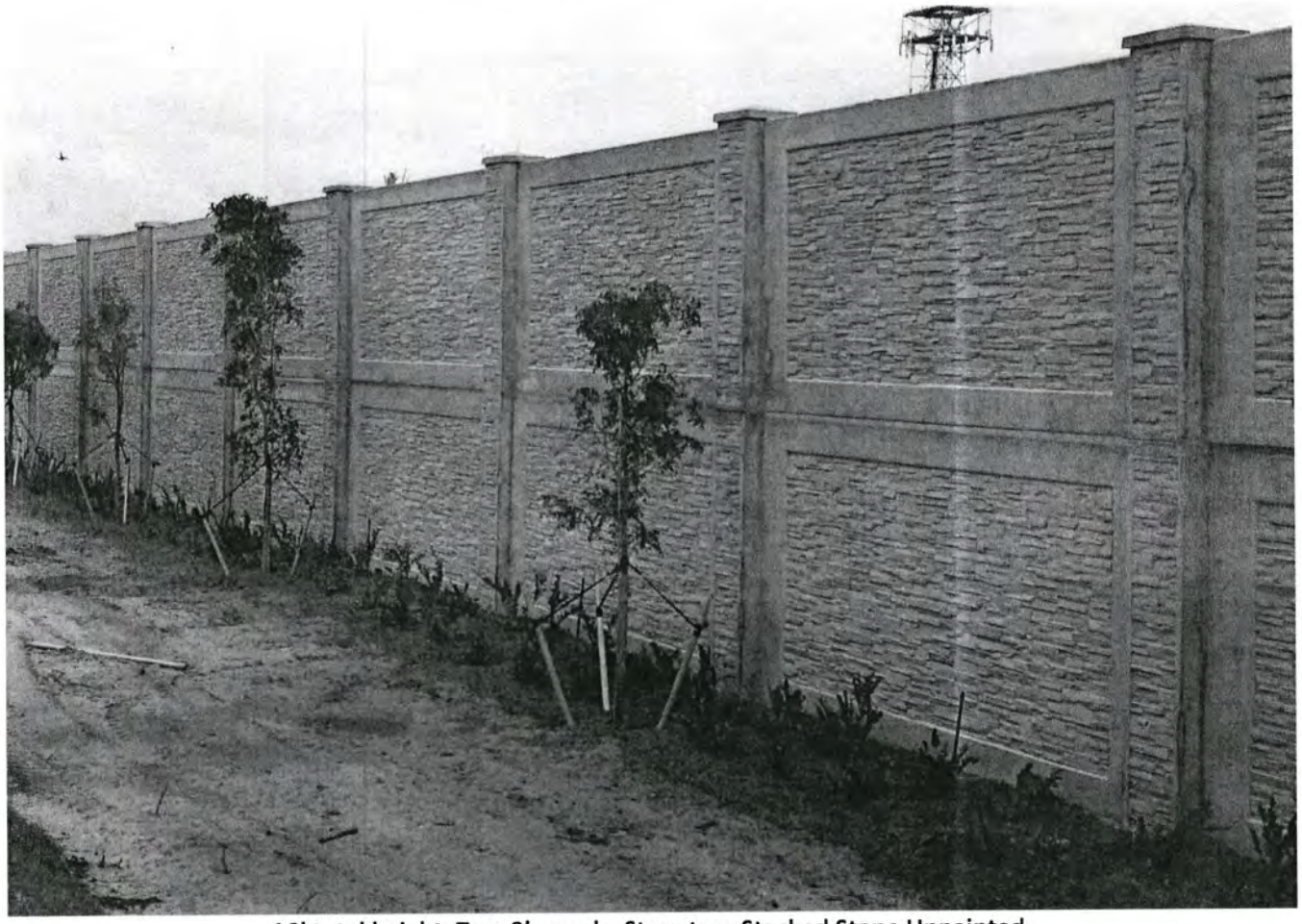
Please review two attached pictures of applications that could be achieved for this wall. There are several options which can be discussed further if there is desire to proceed with our firm.

We thank you for the opportunity to bid this project. Please feel free to reach out if you have any questions regarding this letter on my cell at 904-762-4454 or via email at david@torrescompanies.com.

Sincerely,

David E. Torres
Manager
Coastal Concrete Products, LLC dba Coastal Site Development
7742 Alico Rd
Ft. Myers, FL 33912

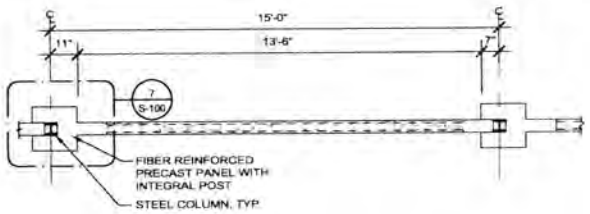
Relevant Pictures of Similar Applications



16' total height. Two 8' panels. Stonetree Stacked Stone Unpainted.

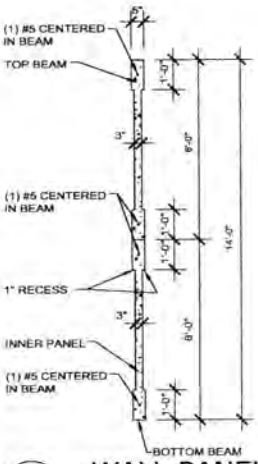


12' total height. 8' Stonetree panel over flat concrete.



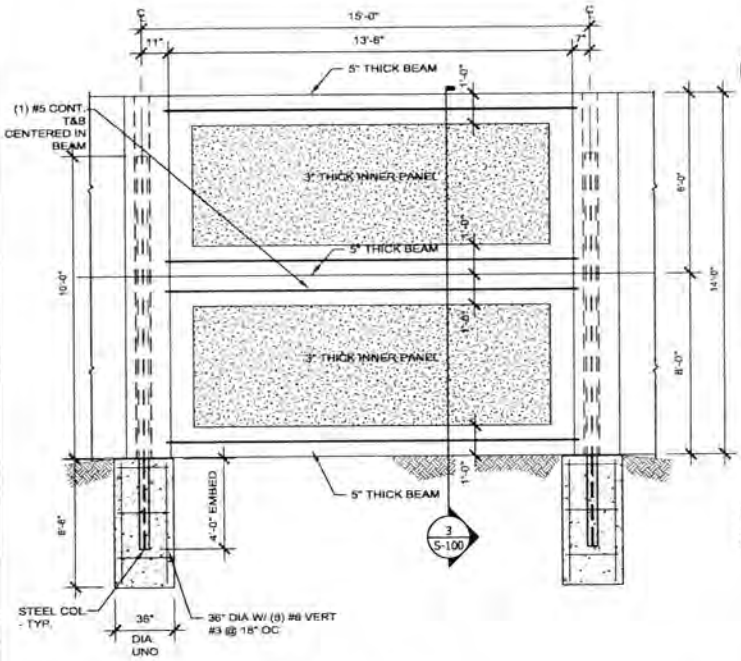
1 PANEL PLAN VIEW

Scale: 1/4" = 1'-0"



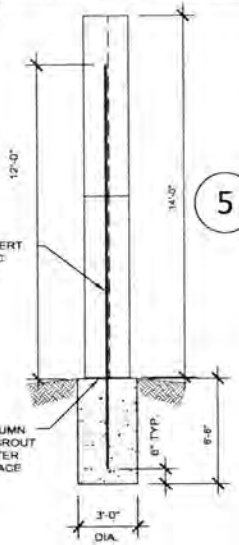
3 WALL PANEL SECTION

Scale: NTS



2 PANEL ELEVATION

Scale: NTS



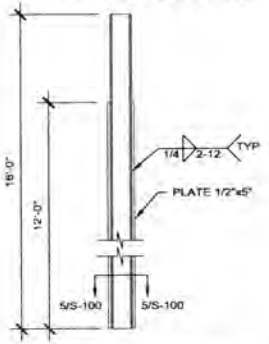
4 STAND ALONE COLUMN

Scale: NTS



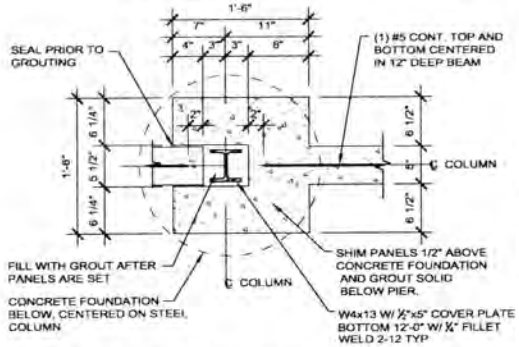
5 POST SECTION

Scale: NTS



6 POST ELEVATION

Scale: NTS



7 PLAN VIEW AT PIER

Scale: 3/4" = 1'-0"

General Notes:

1)Design was based on 2020 Florida Building Code 7th Edition

Wind Speed:	170 MPH Ultimate
Exposure:	C
Risk Category	I

Assumed Soil Properties:

Allowable Bearing Pressure:	2,000 psf
Allowable Passive Soil Pressure:	500 psf

Material Properties:

Fiber Reinf. Precast Panel:	f'c = 5,000 psi	
Concrete:	f'c = 3,000 psi	
Steel Reinforcing:	Fy = 60,000 psi	ASTM A-615
Structural Steel	Fy = 50 ksi	ASTM A-992
Steel Plate	Fy = 50 ksi	ASTM A572 Gr 50
Grout:	f'c = 3,000 psi	

2)Contractor shall field verify all dimensions and notify engineer of any discrepancies.

SELECT STRUCTURAL
12580 Whitehall Drive
Suite 1
Fort Myers, Florida 33907
Phone: (239) 244-1242
info@selectstructural.com
Certification Auth. 28357

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE.

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

SHAWN R ANDERSON, PE
REG # 53515
DATE:

SHAWN R. ANDERSON LICENSE No 53515 STATE OF FLORIDA PROFESSIONAL ENGINEER
07/20/2022

PROJECT: VETERANS MEMORIAL BLVD
COASTAL CONCRETE PRODUCTS, LLC
SCREEN WALLS

DATE:	7-20-22
SCALE:	VARIES
DRAWN BY:	JRL

S-100

CAO

EXHIBIT A-3: CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Name	Personnel Category
Tim Winschel	Construction Superintendent
Alejandro Navarro	Project Manager

EXHIBIT B-1: PUBLIC PAYMENT BOND
CITB# 23-8099

Bond No. 1102939
Contract No. 23-8099

KNOW ALL MEN BY THESE PRESENTS: That Coastal Concrete Products, LLC, as Principal, and The Hanover Insurance Company, as Surety, located at 440 Lincoln Street, Worcester, MA 01653-0002 (Business Address) are held and firmly bound to Board of County Commissioners Collier County , Florida as Obligee in the sum of One Million Nine Hundred Forty One Thousand Nine Hundred Ninety Three and 75/100 ($1,941,993.75) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the 22 day of August 2023, with Obligee for Veterans Memorial Blvd - Phase I Proposed Noise Barrier Wall, Bid No. 23-8099 in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this 22nd day of June 2023, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

The provisions and limitation of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

Signed, sealed and delivered
in the presence of:

Witnesses as to Principal

PRINCIPAL

Coastal Concrete Products, LLC

BY:
NAME: David E. Torres
ITS: Manager

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 22nd day of June, 2023, by David E. Torres, as Manager of Coastal Concrete Products, a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: 12/14/25

Notary Public State of Florida
Maritza Aguiar
My Commission
HH 207493
Exp.12/14/2025

(Signature of Notary Public)

NAME: Maritza Aguiar
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of Florida
Commission No.: HH207493

ATTEST:

SURETY:

The Hanover Insurance Company
(Printed Name)

440 Lincoln Street, Worcester, MA 01653-0002
(Business Address

(Authorized Signature)

(Printed Name)

Witnesses to Surety

Lynn Dowling, Witness

Witnesses Dawn Auspitz, Witness

OR

As Attorney in Fact
(Attach Power of Attorney)

David T. Satine, Attorney-in-Fact
(Printed Name)

5979 NW 151st #202, Mialmi Lakes, FL 33014
(Business Address)

305-517-3803
(Telephone Number)

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of June, 2023, by David T. Satine, as Attorney-in-Fact of The Hanover Insurance Company, a New Hampshire corporation, on behalf of the corporation. He/she is personally known to me OR has produced personally known as identification and did (did not) take an oath.

My Commission Expires:

(Signature of Notary Public)

Name: Dawn Auspitz
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

DAWN AUSPITZ
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH188669
MY COMMISSION EXPIRES NOV. 15, 2025

Notary Public, State of: Florida
Commission No.: HH188669

EXHIBIT B-2: PUBLIC PERFORMANCE BOND
CITB# 23-8099

Bond No. 1102939
Contract No. 23-8099

KNOW ALL MEN BY THESE PRESENTS: That Coastal Concrete Products, LLC, as Principal, and The Hanover Insurance Company, as Surety, located at 444 Lincoln Street, Worcester, MA 01653-0002 (Business Address) are held and firmly bound to Board of County Commissioners Collier County , Florida, as Obligee in the sum of One Million Nine Hundred Forty One Thousand Nine Hundred Ninety Three and 75/100 ($ 1,941,993.75) for the payment whereof we bond ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the 22 day of August, 2023, with Obligee for Veterans Memorial Blvd - Phase I Proposed Noise Barrier Wall, Bid No. 23-8099 in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise, it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this 22nd day of June, 2023, the name of each party being affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Witnesses as to Principal

PRINCIPAL

Coastal Concrete Products, LLC

BY:

NAME: David E. Torres

ITS: Manager

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of June, 2023, by DAVID E. TORRES, as Manager of Coastal Concrete Products, a FLORIDA corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: 12/14/25

(Signature of Notary Public)

Name: Maritza Aguiar

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: FLORIDA
Commission No.: HH207493

Notary Public State of Florida
Maritza Aguiar
My Commission
HH 207493
Exp.12/14/2025

ATTEST:

SURETY:

The Hanover Insurance Company
(Printed Name)
444 Lincoln Street, Worcester, MA 01653-0002
(Business Address)

(Authorized Signature)

(Printed Name)

Witnesses as to Surety

OR

Lynn Dowling, Witness

As Attorney in Fact
(Attach Power of Attorney)

Witnesses Dawn Auspitz, Witness

David T. Satine, Attorney-in-fact
(Printed Name)
5979 NW 151st #202, Mialmi Lakes, FL 33014
(Business Address)

305-517-3803
(Telephone Number)

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of June, 2023, by David T. Satine, as Attorney-in-Fact of The Hanover Insurance Company, a New Hampshire corporation, on behalf of the corporation. He/she is personally known to me OR has produced personally known as identification and did (did not) take an oath.

My Commission Expires:

(Signature of Notary Public)

Dawn Auspitz
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

DAWN AUSPITZ
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH188669
MY COMMISSION EXPIRES NOV. 15, 2025

Notary Public, State of: Florida
Commission No.: HH188669

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Warren M. Alter and/or David T. Satine

Of **Alter Surety Group Inc. of Miami Lakes, FL** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 2nd day of **March, 2022**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Bryan J. Salvatore, Executive Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 2nd day of **March, 2022** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

ARLEEN V. SIMONS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 15, 2023

Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _ __ day of _ _____ ____.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

EXHIBIT B-3: INSURANCE REQUIREMENTS

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in EXHIBIT B of this solicitation. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Contractor waive against each other and the County's separate Contractors, Design Consultant, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or, the specific solicitation number/contract number and title.

The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions.

The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in EXHIBIT B with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Contractor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Contractor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due

Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Collier County Florida
Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440, and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$_1,000,000**____ single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$_1,000,000**___single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit Shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$_1,000,000**___ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. ☐ Other insurance as noted:	☐ ~~Watercraft~~ $_____ ~~Per Occurrence~~ ☐ ~~United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.~~ $_____ ~~Per Occurrence~~ ☐ ~~Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.~~ $_____ ~~Per Occurrence~~ ☐ ~~Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.~~ $_____ ~~Per Occurrence~~ ☐ ~~Pollution~~ $_____ ~~Per Occurrence~~ ☐ ~~Professional Liability~~ $_____ ~~Per claim & in the aggregate~~ ☐ ~~Project Professional Liability~~ $_____ ~~Per Occurrence~~ ☐ ~~Valuable Papers Insurance~~ $_____ ~~Per Occurrence~~ ☐ ~~Cyber Liability~~ $_____ ~~Per Occurrence~~ ☐ ~~Technology Errors & Omissions~~ $_____ ~~Per Occurrence~~

CAO

7. ☒ Bid bond — Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

8. ☒ Performance and Payment Bonds — For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG – 2/14/2023

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation. The insurance submitted must provide coverage for a minimum of six (6) months from the date of the award.

EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)
STATE OF (FLORIDA)

Before me, the undersigned authority, personally appeared _____who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and it's subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____,20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

_____

BY: _____

_____
Witness

ITS: _____ President

_____
Witness

DATE: _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature of Notary Public)

NAME: _____
(Legibly Printed)

Notary Public, State of _____

(AFFIX OFFICIAL SEAL)

Commissioner No.: _____

EXHIBIT D
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @5% through [Insert Date] _____	$	Retainage @ 5% through [Insert date] _____	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

EXHIBIT D (Continued)

SCHEDULE OF VALUES

Project Name:

Project Number:
Date:
Period To:

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	__% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE	SINCE DATE								
	TOTALS											

* Explanation for the two columns under Previous Applications: The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happened since the change in retainage.

Exhibit D
(Continued)

Stored Materials Record

Formula: A + B - C - D = E

				A	B	C	D	E
Date	**Description**	**Supplier**	**Invoice Number**	**Previously Received**	**Received This Period**	**Previously Installed**	**Installed This Period**	**Balance To Install**

EXHIBIT E: CHANGE ORDER

Collier County

Procurement Services
Change Order Form

☐ **Contract Modification** ☐ **Work Order Modification**

Contract #: | **Change #:** | **Purchase Order #:** | **Project #:**

Contractor/Firm Name: | **Contract/Project:**

Project Manager Name: | **Division Name:**

Original Contract/Work Order Amount			Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount			Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount			SAP Contract Expiration Date (Master)
Dollar Amount of this Change		#DIV/0!	Total Change from Original Amount
Revised Contract/Work Order Total	$ 0.00	#DIV/0!	Change from Current BCC Approved Amount
Cumulative Changes	$ 0.00	#DIV/0!	Change from Current Amount

Completion Date, Description of the Task(s) Change, and Rationale for the Change

Notice to Proceed Date | **Original Completion Date** | **Last Approved Date** | **Revised Date** (Includes this change)

# of Days Added | **Select Tasks** ☐ **Add new task(s)** ☐ **Delete task(s)** ☐ **Change task(s)** ☐ **Other**

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

Prepared by: _____ Date: _____
(Project Manager Name and Division)

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted by: _____ Date: _____
(Contractor / Vendor / Consultant / Design Professional and Name of Firm, if project applicable)

Accepted by: _____ Date: _____
(Design Professional and Name of Firm, if project applicable)

Approved by: _____ Date: _____
(Division Director or Designee)

Approved by: _____ Date: _____
(Procurement Professional)

Revised 01/14/2021 (Divisions may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
memo	BCC Item	BCC EA

Change Order/Amendment Summary

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	New Amount	

Revised 01/14/2021

(Divisions who may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
Admin	BCC Rpt	BCC Ltr

EXHIBIT F: CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional's Project No. _____
PROJECT:

CONTRACTOR: _____

Contract For
Contract Date

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

_____

_____

CONTRACTOR _____

_____

_____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20_____

_____
Design Professional

By:_____
Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20_____

_____
CONTRACTOR

By: _____
Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____

_____
OWNER

By: _____
Type Name and Title

EXHIBIT G: FINAL PAYMENT CHECKLIST

Bid No.: _____Project No.: _____ PO No.: _____Date: _____
Contractor: _____
The following items have been secured by the _____
for the Project known as _____
_____
and have been reviewed and found to comply with the requirements of the Contract Documents.
Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____
Substantial Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Date of Substantial Completion: _____.
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
_____	_____	1.	All Punch List items completed on _____
_____	_____	2.	Warranties and Guarantees assigned to Owner (attach to this form).
_____	_____	3.	Effective date of General one-year warranty from Contractor is: _____
_____	_____	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
_____	_____	5.	As-Built drawings obtained and dated: _____
_____	_____	6.	Owner personnel trained on system and equipment operation.
_____		7.	Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
_____	_____	8.	Certificate of Substantial Completion issued on _____
_____	_____	9.	Final Payment Application and Affidavits received from Contractor on: _____
_____	_____	10.	Consent of Surety received on _____
_____	_____	11.	Operating Department personnel notified Project is in operating phase.
_____	_____	12.	All Spare Parts or Special Tools provided to Owner: _____ _____
_____	_____	13.	Finished Floor Elevation Certificate provided to Owner: _____ _____
_____	_____	14.	Other: _____ _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

By Contractor: _____(Company Name)

_____ (Signature)
_____ (Typed Name & Title)

By Design Professional: _____ (Firm Name)
_____ (Signature)
_____ (Typed Name & Title)

By Owner: _____ (Department Name)

_____ (Signature)
_____ (Name & Title)

EXHIBIT H: GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2 If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager; said interpretation or clarification from the Project Manager may require Contractor to consult directly with Design Professional or some other third party, as directed by Project Manager. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

2.1 Subject to Section 2.3 below, Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. The Contractor is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by the Owner as may be expressly described elsewhere in the Contract Documents).

2.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than three (3) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to Contractor's compensation or time for performance, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, Owner shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Contractor's receipt of Owner's written determination notice. If Owner and Contractor cannot agree on an adjustment to Contractor's cost or time of performance, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

3. SCHEDULE.

3.1 The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to Project Manager, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents, and shall utilize the Critical Path method of scheduling and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2 The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the Project Manager's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the Owner's obligation to pay Contractor.

3.3 All work under this Agreement shall be performed in accordance with the requirements of all Collier County Noise Ordinances then in effect. Unless otherwise specified, work will generally be

limited to the hours of 7 a.m. to 7 p.m., Monday through Saturday. No work shall be performed outside the specified hours without the prior approval of the Project Manager.

4. PROGRESS PAYMENTS.

4.1 Prior to submitting its first monthly Application for Payment, Contractor shall submit to Project Manager, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Project Manager, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative and attached to the Agreement as Exhibit D.

4.2 Prior to submitting its first monthly Application for Payment, Contractor shall provide to the Project Manager the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

4.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location, and such payment and storage have been agreed to by Owner in writing, the Application for Payment also shall be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record attached hereto and made a part hereof as Exhibit D.

4.4 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). After the date of each Application for Payment is stamped as received and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices in the amounts approved shall be processed and paid in accordance with Section 218.735, F.S. and the administrative procedures established by the County's Procurement Services Division and the Clerk of Court's Finance Department respectively.

4.5 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is

stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

4.6 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

4.7 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

4.8 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for Project Manager's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by Owner to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

4.10 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

4.11 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

4.12 The County may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation

5. PAYMENTS WITHHELD.

5.1 The Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Project Manager may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of:

(a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents by Contractor.

5.2 If any conditions described in 5.1. are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Provided however, in the event of an emergency, Owner shall not be required to provide Contractor any written notice prior to rectifying the situation at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or non-liquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

5.3 In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

5.4 If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

6. FINAL PAYMENT.

6.1 Owner shall make final payment to Contractor in accordance with Section 218.735, F.S. and the administrative procedures established by the County's Procurement Services Division and the Clerk of Court's Finance Department after the Work is finally inspected and accepted by Project Manager as set forth with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the Owner. Prior to release of final payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

6.2 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except

those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1 Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Contractor to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within thirty (30) calendar days after Notice of Award is received by Contractor, unless otherwise mutually agreed in writing by Owner and Contractor.

7.3 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Contractor submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5 The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute and, if need be, to consult with the Design Professional. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute.

8. DAILY REPORTS, SIGNED AND SEALED AS-BUILTS AND MEETINGS.

8.1 Unless waived in writing by Owner, Contractor shall complete and submit to Project Manager on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Project Manager. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1 Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2 Soil conditions which adversely affect the Work;

8.1.3 The hours of operation by Contractor's and Sub-Contractor's personnel;

8.1.4 The number of Contractor's and Sub-Contractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5 All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6 Description of Work being performed at the Project site;

8.1.7 Any unusual or special occurrences at the Project site;

8.1.8 Materials received at the Project site;

8.1.9 A list of all visitors to the Project

8.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to Owner pursuant to the Contract Documents.

8.2 Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes

made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Project Manager or Design Professional for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Project Manager by Contractor for Owner.

8.3 Contractor shall keep all records and supporting documentation, which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed or such longer period as may be required by law, whichever is later, pursuant to Florida Public Records Law Chapter 119 and comply with specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public

agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material-men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4 In no event shall any approval by Owner authorizing Contractor to continue performing Work under this Agreement or any payment issued by Owner to Contractor be deemed a waiver of any right or claim Owner may have against Contractor for delay damages hereunder.

10. CHANGES IN THE WORK.

10.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

10.2 A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

10.3 If Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4 In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above. No markup shall be placed on sales tax, shipping or subcontractor markup.

10.5 Owner, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order or Work Directive Change.

10.6 The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

10.7 Any modifications to this Contract shall be in compliance with the County procurement ordinance and policies and Administrative Procedures in effect at the time such modifications are authorized.

11. CLAIMS AND DISPUTES.

11.1 Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2 Claims by the Contractor shall be made in writing to the Project Manager within forty-eight (48) hours from when the Contractor knew or should have known of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of

the event, unless the Owner grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3 The Contractor shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

12. OTHER WORK.

12.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to Owner and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2 Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

12.3 If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

13.2 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by

any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.3 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance and Bonding Requirements form Exhibit B-3 to the Agreement. Further, the Contractor shall at all times comply with all of the terms, conditions, requirements and obligations set forth under Exhibit B-3.

14. COMPLIANCE WITH LAWS.

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Project Manager in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date this Agreement was executed that increases the Contractor's time or cost of performance of the Work, Contractor is entitled to a Change Order for such increases, except to the extent Contractor knew or should have known of such changes prior to the date of this Agreement.

14.2 By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

14.3 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States, including the requirements set forth in Florida Statute, §448.095.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Contractors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Contractor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Contractors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.

If the Bidder/Contractor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / Contractor's proposal may be deemed non-responsive.
Additionally, Contractors shall require all subcontracted Contractors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the Contractor's responsibility to familiarize themselves with all rules and regulations governing this program.

Contractor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

15. CLEANUP AND PROTECTIONS.

15.1 Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

15.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Subject to the Section 2.3 above, any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

16. ASSIGNMENT.

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Owner's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.

17. PERMITS, LICENSES AND TAXES.

17.1 Pursuant to Section 218.80, F.S., Owner will pay for all Collier County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work through an internal budget transfer(s). Contractor is not responsible for paying for permits issued by Collier County, but Contractor is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier County agencies when the Contractor is acquiring permits. Owner will not be obligated to pay for any permits obtained by Subcontractors.

17.2 All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor.

17.3 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

18.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore

or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then the termination will be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Section 19 below.

18.6 In the event (i) Owner fails to make any undisputed payment to Contractor within thirty (30) days after such payment is due or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Contractor under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Contractor, then Contractor may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Contractor's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Contractor or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Contractor or any Subcontractor, the Contractor may terminate this Agreement by giving written notice to Owner of Contractor's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Contractor's written notice, Contractor may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Contractor be entitled to payment for Work not performed or any other damages from Owner.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1 Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2 Owner shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

20. COMPLETION.

20.1 When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Contractor shall notify Project Manager in writing that the entire Work (or such designated portion) is substantially complete. Within a reasonable time thereafter, Owner, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner, after conferring with the Design Professional, does

not consider the Work (or designated portion) substantially complete, Project Manager shall notify Contractor in writing giving the reasons therefore. If Owner, after conferring with the Design Professional, considers the Work (or designated portion) substantially complete, Project Manager shall prepare and deliver to Contractor a Certificate of Substantial Completion which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch-list of items to be completed or corrected by Contractor before final payment. Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative punch-list. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

20.2 Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, Project Manager and Design Professional will make such inspection and, if they find the Work acceptable and fully performed under the Contract Documents shall promptly approve payment, recommending that, on the basis of their observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits:

(1) Receipt of Contractor's Final Application for Payment.
(2) The Release and Affidavit in the form attached as Exhibit C.
(3) Consent of surety to final payment.
(4) Receipt of the final payment check list.
(5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations. Unless and until the Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.

21. WARRANTY.

21.1 Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any subcontractor or material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Contractor, at Contractor's

expense. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21.2 No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Contractor's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Contractor to correct the cited deficiencies shall be grounds for the Owner to disqualify the Contractor from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

22. TESTS AND INSPECTIONS.

22.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager.

22.3 Contractor is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Contractor.

22.4 If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation and be replaced at Contractor's sole expense.

22.5 The Owner shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.6 Neither observations nor other actions by the Project Manager or Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23. DEFECTIVE WORK.

23.1 Work not conforming to the requirements of the Contract Documents or any warranties made or assigned by Contractor to Owner shall be deemed defective Work. If required by Project Manager,

Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner harmless for same.

23.2 If the Project Manager considers it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others and such Work is not otherwise required to be inspected or tested, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3 If any portion of the Work is defective, or if Contractor fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Project Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of Project Manager to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating the Project Manager to exercise this right for the benefit of Design Engineer, Contractor, or any other person.

23.4 Should the Owner determine, at its sole opinion, it is in the Owner's best interest to accept defective Work, the Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

23.5 If Contractor fails, within a reasonable time after the written notice from Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. Provided, however, Owner shall not be required to give notice to Contractor in the event of an emergency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs

of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS.

24.1 Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall be subject to Owner's approval and not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by the Contractor and be the Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. Owner shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause. Attached to the Agreement as Exhibit A-1 is a list identifying Contractor's Project Superintendent and all of Contractor's key personnel who are assigned to the Project; such identified personnel shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

24.2 Contractor shall have a competent superintendent on the project at all times whenever contractor's work crews, or work crews of other parties authorized by the Project Manager are engaged in any activity whatsoever associated with the Project. Should the Contractor fail to comply with the above condition, the Project Manager shall, at his discretion, deduct from the Contractor's monthly pay estimate, sufficient moneys to account for the Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages, separate from the liquidated damages described in Section 5.B, for services not rendered.

25. PROTECTION OF WORK.

25.1 Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3 Contractor shall not disturb any benchmark established by the Owner or Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Owner or Design Professional's benchmarks, Contractor shall immediately notify Project Manager and Design Professional. The Owner or Design Professional

shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

26. EMERGENCIES.

26.1 In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Project Manager written notice within forty-eight (48) hours after Contractor knew or should have known of the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES.

27.1 Contractor shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SAFETY.

28.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1 All employees on or about the project site and other persons and/or organizations who may be affected thereby;

28.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3 Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2 Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property.

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Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

28.3. Contractor shall designate a responsible representative located on a full time basis at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

28.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Contractor, as well as those of all subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

28.5 Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Contractor shall comply with the following:

28.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

28.5.2 All Employees shall be provided an identification badge by Contractor. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees working at the Project site must log in and out with the Contractor each day;

28.5.3 Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

28.5.4 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

28.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

28.5.6 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

28.5.7 When requested, Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

28.5.8 The Employees may not solicit, distribute or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

28.5.9 At all times, Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

29. PROJECT MEETINGS.

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the Project Manager, Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Project Manager with respect to the Project, when directed to do so by Project Manager or Design Professional. The Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Project Manager.

30. VENDOR PERFORMANCE EVALUATION.

Owner has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of $25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

31. MAINTENANCE OF TRAFFIC POLICY.

For all projects that are conducted within a Collier County Right-of-Way, the Contractor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS), where applicable on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through Risk Management and/or Procurement Services Division, and is available on-line at colliergov.net/purchasing.

The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice of Award.

32. SALES TAX SAVINGS AND DIRECT PURCHASE.

32.1 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax. Additionally, as directed by Owner and at no additional cost to Owner, Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth in section 32.2 below:

32.2 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and may wish to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work ("Direct Purchase"). Contractor shall prepare purchase orders to vendors selected by Contractor, for execution by Owner, on forms provided by Owner. Contractor shall allow two weeks for execution of all such purchase orders by Owner. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Adjustments to the Contract Amount will be made by appropriate Change Orders for the amounts of each Owner Direct Purchase, plus the saved sales taxes. A Change Order shall be processed promptly after each Direct Purchase, or group of similar or related Direct Purchases, unless otherwise mutually agreed upon between Owner and Contractor. With respect to all Direct Purchases by Owner, Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all Direct Purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that all Direct Purchases shall be included within and covered by Contractor's warranty to Owner to the same extent as all other warranties provided by Contractor pursuant to the terms of the Contract Documents. In the event Owner makes a demand against Contractor with respect to any Direct Purchase and Contractor wishes to make claim against the manufacturer or supplier of such Direct Purchase, upon request from Contractor Owner shall assign to Contractor any and all warranties and Contract rights Owner may have from any manufacturer or supplier of any such Direct Purchase by Owner.

32.3 Bidder represents and warrants that it is aware of its statutory responsibilities for sale tax under Chapter 212, Florida Statutes, and for its responsibilities for Federal excise taxes.

33. SUBCONTRACTS.

33.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Project Milestone Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval prior to submitting its first Application for Payment. Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

33.2 A Subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Contractor. Contractor shall be solely responsible for and have control over the Subcontractors. Contractor shall negotiate all Change Orders, Work Directive Changes, Field Orders and Requests for Proposal, with all affected Subcontractors and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of any Change Order from Owner. All Subcontractors performing any portion of the Work on this Project must be "qualified" as defined in Collier County Ordinance 2013-69, meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements with respect to its portion of the Work and has the integrity and reliability to assure good faith performance.

33.3 In addition to those Subcontractors identified in Contractor's bid that were approved by Owner, Contractor also shall identify any other Subcontractors, including their addresses, licensing information and phone numbers, it intends to utilize for the Project prior to entering into any subcontract or purchase order and prior to the Subcontractor commencing any work on the Project.

The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from Owner. Any and all Subcontractor work to be self-performed by Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work. Contractor shall continuously update that Subcontractor list, so that it remains current and accurate throughout the entire performance of the Work.

33.4 Contractor shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Contractor shall not be required to contract with anyone it reasonably objects to. Contractor shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Contractor and its Subcontractors shall be in writing and are subject to Owner's approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontract or purchase order from Contractor to Owner at the election of Owner upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner, Collier County Government, will be an additional insured on all liability insurance policies required to be provided by the Subcontractor except workman's compensation and business automobile policies, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

33.5 Each Subcontractor performing work at the Project Site must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in its subcontract or purchase order. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its portion of the Work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The Subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

33.6 Unless otherwise expressly waived by Owner in writing, all subcontracts and purchase orders shall provide:

33.6.1 That the Subcontractor's exclusive remedy for delays in the performance of the subcontract or purchase order caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

33.6.2 In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

33.6.3 The subcontract or purchase order, as applicable, shall require the Subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the contract

price, damages, losses or additional compensation. Further, Contractor shall require all Subcontractors to similarly incorporate the terms of this Section 33.6 into their sub-subcontracts and purchase orders.

33.6.4 Each subcontract and purchase order shall require that any claims by Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

34. CONSTRUCTION SERVICES.

34.1 Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

34.1.1	Subcontracts and Purchase Orders
34.1.2	Subcontractor Licenses
34.1.3	Shop Drawing Submittal/Approval Logs
34.1.4	Equipment Purchase/Delivery Logs
34.1.5	Contract Drawings and Specifications with Addenda
34.1.6	Warranties and Guarantees
34.1.7	Cost Accounting Records
34.1.8	Labor Costs
34.1.9	Material Costs
34.1.10	Equipment Costs
34.1.11	Cost Proposal Request
34.1.12	Payment Request Records
34.1.13	Meeting Minutes
34.1.14	Cost-Estimates
34.1.15	Bulletin Quotations
34.1.16	Lab Test Reports
34.1.17	Insurance Certificates and Bonds
34.1.18	Contract Changes
34.1.19	Permits
34.1.20	Material Purchase Delivery Logs
34.1.21	Technical Standards
34.1.22	Design Handbooks
34.1.23	"As-Built" Marked Prints
34.1.24	Operating & Maintenance Instruction
34.1.25	Daily Progress Reports
34.1.26	Monthly Progress Reports
34.1.27	Correspondence Files
34.1.28	Transmittal Records
34.1.29	Inspection Reports
34.1.30	Punch Lists
34.1.31	PMIS Schedule and Updates
34.1.32	Suspense (Tickler) Files of Outstanding Requirements

The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

34.2 Contractor Presentations

At the discretion of the County, the Contractor may be required to provide a brief update on the Project to the Collier County Board of County Commissioners, "Board", up to two (2) times per contract term. Presentations shall be made in a properly advertised Public Meeting on a schedule to be determined by the County Manager or his designee. Prior to the scheduled presentation date, the Contractor shall meet with appropriate County staff to discuss the presentation requirements and format. Presentations may include, but not be limited to, the following information: Original contract amount, project schedule, project completion date and any changes to the aforementioned since Notice to Proceed was issued.

35. SECURITY.

The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

36. VENUE.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

37. VALUE ENGINEERING.

All projects with an estimated cost of $10 million or more shall be reviewed for consideration of a Value Engineering (VE) study conducted during project development. A "project" shall be defined as the collective contracts, which may include but not be limited to: design, construction, and construction, engineering and inspection (CEI) services. Additionally, any project with an estimated construction value of $2 million or more may be reviewed for VE at the discretion of the County.

38. ABOVEGROUND/UNDERGROUND TANKS.

38.1 The contractor shall ensure compliance with all NFPA regulations: specifically 110 & 30/30A; FDEP chapter 62 regulations: specifically 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLPA, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

38.2 The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

39. STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.

The Contractor shall employ people to work on Owner's projects who are neat, clean, well-groomed and courteous. Subject to the Americans with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The Owner may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Owner's projects is not in the best interest of the County.

40. DISPUTE RESOLUTION.

Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person who would make the presentation of any settlement reached during negotiations to Owner for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person or designee who would make the presentation of any settlement reached at mediation to Owner's Board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS

☒ Attached hereto, following this page is EXHIBIT I.a and I.b

☐ Not Applicable

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EXHIBIT I.a: SUPPLEMENTAL TERMS AND CONDITIONS

The parties (Collier County and Contractor) agree to amend the Agreement within no later than ninety (90) days of the effective date to comply with legislative changes to Fla. Stat., §218.735, Timely payment for purchases of construction services, Fla. Stat., § 255.074, Procedures for calculation of payment due dates, Fla. Stat., §255.077, Project closeout and payment of retainage, and Fla. Stat., §255.078, Public construction retainage, (with an effective date of July 1, 2023).

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EXHIBIT I.b: SUPPLEMENTAL TERMS AND CONDITIONS

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CONSTRUCTION ACCESS..... 3

AS-BUILT/RECORD DRAWINGS 3

CAO

EXHIBIT I.b

SUPPLEMENTAL TERMS AND CONDITIONS

GENERAL NOTES
N/A

PERMIT CONDITIONS
The project is within County Right-of-Way, Right-of-Way permit is not required. All other permits, please referred to note 2 on plan sheet 3 of 5.

PROTECTION OF LOCAL ROADS
This project is adjacent to Veterans Memorial Boulevard (VMB); therefore, access to the project will be from VMB and crossing over the VMB sidewalk or other means upon written approval by the Engineer. The contractor shall protect VMB and the sidewalk to minimize damage to VMB. The contractor shall be responsible for all damages to VMB as a result of their employees, subcontractors, or suppliers not complying with this restriction. The contractor shall repair all damaged roadway features, including but not limited to the sidewalk, drainage structure, and underground and above-ground utilities at no expense to the County, to the pre-construction conditions.

SUBMITTAL OF SHOP DRAWINGS
Shop drawings are required as set forth in the Plans. Payment will not be made for these work items until the Engineer receives, reviews, and approves shop drawings.

WATER
No bid item is provided for water. The cost of providing water shall be included in the unit price for work that requires it.

ALLOWANCES
Included within the Bid Schedule is the bid item CC-1000: Roadway Allowance (Allowance) for various elements of the work that, although engineered, unforeseen conditions may occur, some of a public health and safety nature. The County has determined Allowance and considers it a reasonable budgetary estimate to promptly manage unforeseen conditions, including public health and safety. Upon approval by the County, Allowance may be used by the Engineer to pay costs and expenses associated with the categories indicated below:

Bid Allowances:

Roadway Allowance $50,000.00

- Staked Silt Fence
- Barrier Wall (14' H), Includes Foundation and Paint
- Fencing, Type B, 8' Black Chain Link, Vinyl Coating (Complete)
- Performance Turf, (Sod)

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MAINTENANCE OF TRAFFIC
The contractor is responsible for the preparation of the Traffic Control Plans. All maintenance of traffic (MOT) shall conform to FDOT Standard Index 600. Contractors shall submit complete MOT plans 21 days prior to construction for County and CEI approval. All MOT-related costs shall be included under Pay Item 102-1.

UTILITY
There are utilities within the project limits. The Contractor shall visually verify all potential utility conflicts prior to starting the wall shaft work. The Contractor shall design the wall shaft spacing to mitigate these potential conflicts.

Should any utility be damaged, the contractor shall be responsible for all repairs including the need for both on-site and off-site pumper trucks.

CONSTRUCTION ACCESS
Means and methods for construction access to the site shall remain the Contractor's responsibility.

All disturbed areas outside of the areas shown in the plans shall be restored back to the pre-construction conditions prior to Final Construction Acceptance.

AS-BUILT/RECORD DRAWINGS
As-Built/Record Drawings are to be provided to the County's Project Manager within thirty (30) days of substantial project completion. One copy in the following formats: PDF, AutoCAD, and a hard copy.

When changes to the plans are required after contract award, all final drawings, specifications, plans, surveys, reports, computation books, or documents shall be issued by a responsible Florida Professional Engineer, Licensed Architect and/or Florida –licensed Surveyor and must be signed, dated, and stamped with the engineer's and/or Surveyor's seal as applicable. The Professional Engineer and/or Licensed Surveyor may be part of the contractor's staff or the Engineer of Record for the contract plans. The Engineer of record must be notified of all revisions and/or modifications made to the contract documents. AND

During the wall construction process, all shaft tip elevations shall be included as part of the as-built documents. These records provide critical information necessary for future inspection, maintenance, emergency management, enhancement, reconstruction, and/or demolition of these structures. These records shall be delivered to the Owner's representative at the completion of the project and prior to final payment to the contractor.

- The Contractor and his Florida Registered Professional Surveyor and Mapper (P.S.M.) are responsible for the Project's As-Built/Record Drawings unless otherwise specified within the Technical Plans and Specifications.

- Prior to construction commencement, the Contractor **shall** meet with the Design Professional and P.S.M. to determine the Project's critical points to the final As-Builts. The Contractor **shall** also coordinate with the Design Professional and P.S.M. to facilitate measurement at those critical Project points.

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- The Contractor's Final Payment **shall** be withheld pending the Design Professional and P.S.M. Certification of the contracted improvements is per design.

- During the progress of the work the Contractor **shall** keep and maintain one (1) "Approved for Construction" copy of all project plans, drawings, specifications, and any addenda, written amendments, change orders, work directives orders, supplemental agreements, and other written interpretations and clarifications.

- It is suggested that there be an "Approved for Construction Ghosted Plan Set" for the Contractor's use. The Contractor **shall** also note to show updated construction deviations annotated in red line as well as any approved design changes authorized by the Design Professional. All deviations **shall** be initialed and dated by the Contractor.

- All survey information depicted on the As-Built Drawings **shall** be collected under the direct supervision of the P.S.M. in accordance with Florida Statute Chapters 177 and 472 and Chapter 61 G-17 of the Florida Administrative Code.

- All major shop drawings such as beams, beam bearing plates, lighting, retaining walls, structural steel components, and any temporary attachments left in place, shall also become part of the As-Built Drawings.

- For final inspection, an As-Built set (signed and sealed not required at this point) is needed to verify the fieldwork.

Executive Summary

Recommendation to approve and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) reimbursing the County up to $893,000 for the purchase and configuration of an Adaptive Traffic Control System (ATCS) to be installed at thirteen (13) intersections on Golden Gate Parkway, Santa Barbara Blvd., and Radio Road, execute a Resolution memorializing the Board's action, and authorize the necessary Budget Amendment FPN 446342-1-98-01. (Project 33934, Fund 1841)

OBJECTIVE: To purchase equipment and have vendor configure an Adaptive Traffic Control System (ATCS) to improve traffic flow at thirteen intersections along three arterial on Golden Gate Pkwy, Santa Barbara Blvd., and Radio Rd.

CONSIDERATIONS: In 2019, Collier County Traffic Operations submitted an application to the Collier Metropolitan Planning Organization (MPO) for funding for the ATCS. The project was included on the revised 2019 Congestion Management Project Priority list approved by the MPO Board at the October 11, 2019 meeting. The project appeared on the 2020 FDOT Work Program with $115,000 for design and $778,000 for construction. The County requested to combine funds for an equipment purchase which was approved by FDOT in July 2023 and reflected in the 2025 FDOT Work Program. On November 1, 2024, the Florida Department of Transportation (FDOT) sent the County the LAP agreement for FPN 446342-1-98-01. The LAP agreement provided for a project cost in the amount of $893,000 and specified a December 31, 2028, completion date.

The purpose of this system is to improve travel times along each arterial roadway and reduce delay for all approaches at each intersection.

Upon approval by the Board of this LAP Agreement, Traffic Operations Staff plan to procure the ATCS equipment, requisite accessories, maintenance, licensing and technical support.

This item is consistent with the Collier County strategic plan objective to design and maintain an effective transportation system to reduce traffic congestion and improve the mobility of our residents and visitors.

FISCAL IMPACT: A budget amendment is required to recognize grant revenue in the amount of $893,000 in Transportation Grant Fund (1841), Project 33934; the funding source is the Federal Highway Administration, whereby these grant dollars are passed through FDOT via the LAP agreement.

The ATCS components have a life span of 5 to 7 years. After that, ongoing maintenance costs for hardware, software, user licenses, technical support, and incidental component replacements will be incorporated into the regular Traffic Operations budget.

GROWTH MANAGEMENT IMPACT: These improvements are consistent with the Growth Management Plan Transportation Element, specifically Section C – Perspectives, 4. Funding of Roadway Improvements, Section D – Implementation Strategy, Objective 1: Policy 1.1, 1.2, 1.3; Objective 2 – Policy 2.1, 2.2; Objective 8 – Policy 8.1.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires a majority vote for Board approval. –DDP

RECOMMENDATIONS: To approve and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) reimbursing the County up to $893,000 for the purchase and configuration of an Adaptive Traffic Control System (ATCS) to be installed at thirteen (13) intersections on Golden Gate Parkway, Santa Barbara Blvd., and Radio Road, execute a Resolution memorializing the Board's action; and authorize the necessary Budget Amendment FPN 446342-1-98-01. (Project 33934, Fund 1841).

PREPARED BY: Christopher Ordonez, P.E., Project Manager II, Transportation Management Services Department

ATTACHMENTS:

1. 446342-1 Draft LAP Agreement_initialed DDP CAO
2. LAP Resolution12112024-161650
3. BA 446342-1 LAP Adaptive Traffic Control System

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 446342-1-98-01	FPN:	FPN:
Federal No (FAIN): D125-009-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SU	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No:03 Contract No:

Recipient Vendor No: F596000558102 Recipient Unique Entity ID (UEI) No: JWKJKYRPLLU6

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Collier County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the equipment purchase of thirteen adapative Traffic Control Systems (ATCS) that will be installed on thirteen signalized intersections along Santa Barbara and Golden Gate Pkwy, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 893,000.00 (Eight Hundred Ninety-Three Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $893,000.00 (Eight Hundred Ninety-Three Thousand Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

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deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

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of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

☐ N/A

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maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT COLLIER COUNTY

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Attest:
CRYSTAL K. KINZEL, CLERK

By: _____
Deputy Clerk

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

DDP 12/11/2024

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

DS DC

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446342-1-98-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Collier County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: N/A

PROJECT DESCRIPTION: The equipment purchase of thirteen adapative Traffic Control Systems (ATCS) that will be installed on thirteen signalized intersections along Santa Barbara and Golden Gate Pkwy

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Advertise for bids or proposals on or before September 30, 2025
b) Receipt of all purchases and final project invoice by September 30, 2027 .
c) Complete all documentation and close out December 31, 2028 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
For all projects, the following will apply:
1) Section 287. 055, F. S. " Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT" Project Development and Environmental Manual"
3) The Local Agency Program Manual. The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Collier County Finance Dept. 2671 Airport Road, Naples, FL 34112	446342-1-98-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Phase 98)				
FY: 24/25 (SU)	$ 893,000.00	$ _____	$ _____	$ 893,000.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 893,000.00	$ 0.00	$ 0.00	$ 893,000.00
TOTAL COST OF THE PROJECT	$ 893,000.00	$ 0.00	$ 0.00	$ 893,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Aileen Keating
District Grant Manager Name

DocuSigned by:
[signature]
848AF3F0791D41C...
Signature

11/01/2024 | 1:07 PM EDT
Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount:	**$893,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

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8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

CAO

RESOLUTION NO. 2025 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY, FLORIDA, APPROVING AND AUTHORIZING ITS CHAIRMAN TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDING TO PURCHASE AND CONFIGURE AN ADAPTIVE TRAFFIC CONTROL SYSTEM (ATCS) TO BE INSTALLED AT THIRTEEN (13) INTERSECTIONS ON GOLDEN GATE PARKWAY, SANTA BARBARA BOULEVARD, AND RADIO ROAD. (FPN 446342-1-98-01)

WHEREAS, the State of Florida Department of Transportation (FDOT) is willing to enter into Local Agency Program Agreement (the "Agreement") with Collier County, wherein FDOT will reimburse Collier County up to the sum of $893,000 (Eight hundred ninety-three thousand and 00/100 Dollars) for the purchase and configuration of an Adaptive Traffic Control System (ATCS) to be installed at thirteen (13) intersections on Golden Gate Parkway, Santa Barbara Blvd., and Radio Road. (FPN 446342-1-98-01); and

WHEREAS, the Collier County Board of Commissioners finds that the Agreement is in the public interest and benefits the citizens of Collier County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The Board of County Commissioners approves and authorizes its Chairman to sign the Agreement pertaining to FPN 446342-1-98-01.
2. The Collier County Clerk is directed to forward a certified copy of this Resolution along with the Agreement for execution by FDOT.
3. This Resolution shall take effect immediately upon adoption.

THIS RESOLUTION ADOPTED after motion, second, and majority vote favoring same, this ___day of _____ 2025.

ATTEST:
CRYSTAL K. KINZEL, Clerk

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

12/11/24

CAO

Executive Summary

Recommendation to approve and authorize the Chairman to sign a Supplemental Agreement to the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) to increase the grant award from $2,100,000 to $2,220,000 for road widening and paved shoulder construction on Corkscrew Rd between the Collier County curve and Lee County curve, to adopt the accompanying Resolution formally approving and authorizing the chairman to execute same, and to authorize the necessary Budget Amendments, FPN 446323-2-58-01. (Project 60233, Fund 1841)

OBJECTIVE: To construct 1.15 miles of road widening and 2-foot-wide paved shoulders on both sides of Corkscrew Rd from the Lee County curve to the Collier County curve, with funding assistance from the FDOT LAP Agreement.

CONSIDERATIONS: In 2012, County staff submitted the initial application to the Collier Metropolitan Planning Organization (MPO) for funding of the Corkscrew Rd safety improvement project. County staff re-applied in 2019, with the project being identified on the MPO's Project Priority Highway Safety list. In 2020, the project was added to the FDOT Work Program for construction for FY23/24 in the amount of $1,200,000.

In August 2023, a request for additional funding was made to FDOT to offset rising construction costs. In late October, the County was informed that $900,000 in additional funds had been provided by Lee County MPO to construct the project, which is a priority to both MPO's.

On May 28, 2024, the Board approved an FDOT Local Agency Program (LAP) Agreement for construction with FDOT, Resolution No. 2024-93, in the amount of $2,100,000. Since the submittal of the application, construction costs have continued to rise. FDOT has agreed to provide $120,000 in additional construction funding for this project.

FDOT is empowered by legislative authority to contract with other governmental agencies to develop, design, and construct transportation facilities and to reimburse these governmental agencies for services provided to the traveling public. The FDOT LAP, administered at the FDOT district level, is the mechanism used to complete a prioritized project from FDOT's Five-Year Work Program. Collier County is LAP-certified, and the Transportation Management Services Department staff will be responsible for the administration of the project's construction phase. County staff will be responsible for ensuring federal and FDOT grant compliance.

The estimated useful life of paved shoulders is 15 years with minimal to no repair cost during the duration of time.

This item is consistent with the Collier County strategic plan objective to design and maintain an effective transportation system to reduce traffic congestion and improve the mobility of our residents and visitors.

FISCAL IMPACT: A budget amendment is required to recognize additional grant revenue in the amount of $120,000 in Transportation Grant Fund 1841, Project 60233 for Construction; the funding source is Federal Highway Administration for a total of $2,220,000 whereby, these grant dollars are passed through FDOT via the LAP agreement. This grant does not require a match.

GROWTH MANAGEMENT IMPACT: These improvements are consistent with the Growth Management Plan Transportation Element, specifically Section B - Intermodal & Multi-modal Transportation, (1) Non-Motorized Travel, Objective 4, Policy 4.2, Policy 4.4, Policy 4.5, Policy 4.6, and Policy 4.8.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for approval. -JAK

RECOMMENDATIONS: To approve and authorize the Chairman to sign a Supplemental Agreement to the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) to reallocate $120,000 from Construction Engineering Inspection (CEI) activities to Construction activities for road widening and paved shoulder construction on Corkscrew Rd between the Collier County curve and Lee County curve; to adopt the accompanying

resolution formally approving and authorizing the Chairman to execute same on behalf of the Board; and to authorize the necessary budget amendments, FPN 446323-2-58-01. (Project 60233, Fund 1841).

PREPARED BY: Michael Tisch, PMP, Project Manager II, Transportation Engineering Division

ATTACHMENTS:

1. LAP supp agreement
2. Resolution - LAP supplemental agreement
3. BA 446323-2 Corkscrew S Supp Agrmt

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO. 1	FEDERAL ID NO. (FAIN) D124-026-B
CONTRACT NO. G3117	FEDERAL AWARD DATE
FPN 446323-2-58-01	RECIPIENT UNIQUE ENTITY ID SAM NO. JWKJKYRPLLU6

Recipient, Collier County, desires to supplement the original Agreement entered into and executed on 6/27/2024 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Corkscrew Rd South, from the Lee County curve to the Coller County curve
Length 1.005

Termini Construction to add shoulders and widen Corkscrew Rd South, from the Lee County curve to the Coller County curve

Description of Work:
Construction for widening the lanes from 10 ft to 11 ft and adding 2 ft shoulders on both sides on Corkscrew Rd South, from the Lee County curve to the Collier County curve.

Reason for Supplement and supporting engineering and/ or cost analysis:

The purpose of Supplemental #1 is to provide additional funding to compensate the project shortfall in construction funding due to inflation with material costs, resulting in an additional $120,000.00 (One Hundred Twenty Thousand Dollars and Zero Cents) in federal funds for construction services. The total department participation is $2,220,000.00 (Two Million Two Hundred Twenty Thousand Dollars and Zero Cents) for the construction phase of this project. The Total Cost of the entire project is $2,220,000.00 (Two Million Two Hundred Twenty Thousand Dollars and Zero Cents).

Reason for Supplement and supporting engineering and/or cost analysis:
Transfer $120,000.00 from phase 62 to phase 58 for construction.

The Local Agency Program Agreement (LAP) is amended as follows:

A. Exhibit B " SCHEDULE OF FUNDING" is replaced in its entirety by the " ADJUSTED EXHIBIT B SCHEDULE OF FUNDING" and is incorporated by reference.
B. Section 4. A under project cost on page 1 of the June 27, 2024, Local Agency Program Agreement is replaced in its entirety by:
   The Total cost of the project is $2,220,000.00 (Two Million Two Hundred Twenty Thousand Dollars and Zero Cents).
   The amount is based upon the schedule of funding in Exhibit" B", Schedule of Funding attached to and incorporated in the Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided in paragraph 5.1.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Collier County
2885 Horseshoe Drive S.
Naples, FL 34104

FINANCIAL PROJECT NUMBER: 446323-2-58-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: 23/24 (ACSU)	$2,100,000.00		$2,100,000.00			$2,100,000.00
FY: 24/25 (ACSU)		$120,000.00	$120,000.00			$120,000.00
FY: (Insert Program Name)						
Total Construction Cost	$2,100,000.00	$120,000.00	$2,220,000.00	$ 0.00	$ 0.00	$2,220,000.00
Construction Engineering and Inspection (CEI)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$2,100,000.00	$120,000.00	$2,220,000.00	$ 0.00	$ 0.00	$2,220,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Aileen Keating
District Grant Manager Name

DocuSigned by:
846AF3F6791D41C...
Signature

10/24/2024 | 3:20 PM EDT
Date

Docusign Envelope ID: 7BF43C6F-A79A-4256-85CB-B966A7A94813

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT COLLIER COUNTY

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Date:_____

Legal Review:

DS
DC

Approved as to form and legality

Jeffrey A. Klatzkow, County Attorney

RESOLUTION NO. 2025 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY, FLORIDA, APPROVING AND AUTHORIZING ITS CHAIRMAN TO EXECUTE A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL GRANT FUNDING FOR ROAD WIDENING AND PAVED SHOULDER CONSTRUCTION ON CORKSCREW RD BETWEEN THE COLLIER COUNTY CURVE AND LEE COUNTY CURVE. (FPN 446323-2-58-01)

WHEREAS, on May 28, 2024, the Board approved a Local Agency Program Agreement (the "Agreement") with the State of Florida Department of Transportation (FDOT), entered into and executed on June 27, 2024, wherein FDOT will reimburse Collier County up to the sum of to $2,100,000 for road widening and paved shoulder construction on Corkscrew Rd between the Collier County curve and Lee County curve. (FPN 446323-2-58-01); and

WHEREAS, FDOT is willing to reallocate $120,000 from Construction Engineering Inspection (CEI) activities to Construction to supplement the Agreement increasing the reimbursement to $2,220,000; and

WHEREAS, the Collier County Board of Commissioners finds that the Agreement is in the public interest and benefits the citizens of Collier County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The Board of County Commissioners approves and authorizes its Chairman to sign the Supplemental Agreement pertaining to FPN 446323-2-58-01.
2. The Collier County Clerk is directed to forward a certified copy of this Resolution along with the Supplemental Agreement for execution by FDOT.
3. This Resolution shall take effect immediately upon adoption.

THIS RESOLUTION ADOPTED after motion, second, and majority vote favoring same, this ____ day of _____ 2025.

ATTEST:
CRYSTAL K. KINZEL, Clerk

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____
Jeffrey A. Klatzkow, County Attorney

Executive Summary

Recommendation to approve Change Order No. 3, adding a total of sixty-seven (67) days, correcting an error on Change Order No. 2 adjusting the contract amount to $22,886,658.04 under Agreement No. 20-7811 with Quality Enterprises USA, Inc., for the "Design-Build of the Immokalee Area Improvements – Tiger Grant" project, and authorizing the Chairman to sign the attached Change Order. (Project No. 33563)

OBJECTIVE: To add an additional sixty-seven (67) days and correcting an error on Change Order No. 2 adjusting the contract total to $22,886,658.04 under Agreement No. 20-7811, Design-Build Immokalee Area Improvements - Tiger Grant Project, to complete the obligations of the construction contract.

CONSIDERATIONS: On February 8, 2022, the Board of County Commissioners (the "Board"), approved Agreement No. 20-7811 (the "Agreement") providing for the design-build of the Immokalee Area Improvements – Tiger Grant (the "Project") to Quality Enterprises USA, Inc. ("QE"). On March 12, 2023, the Board approved Change Order No. 1 (agenda item 16B2) under the Agreement, extending the contract 237 additional days. On November 12, 2024, the Board approved Change Order No. 2 (agenda item 16B11) under the Agreement, adding $17,377.84 & extending the contract 64 additional days.

Further extending the time of the Agreement is necessary, because forty-five weather & holidays have occurred over the duration of the project. Due to Hurricane Milton, LCEC's subcontractor was not able to complete its work related to the new street lighting, which curtailed QE's progress on the project. As a result, the contractor is requesting twenty-two additional days to complete its obligations under the Agreement. Those combined time-related requests total sixty-seven days.

Additionally, this Change Order is correcting a typing error on Change Order No. 2, correcting the original contract amount to $22,869,280.20 & current Board approved amount to $22,886,658.04 as of November 12, 2024.

This item is consistent with the Collier County strategic plan objective to design and maintain an effective transportation system to reduce traffic congestion and improve the mobility of our residents and visitors.

FISCAL IMPACT: The time extension is not requesting additional funding. Funding sources for this contract are Federal Highway Authority within Transportation Grant and Match Fund (1841 & 1842), Stormwater Bond revenues Fund (3052), and transfers from the General and Unincorporated General Funds.

GROWTH MANAGEMENT IMPACT: This recommendation is consistent with the Long-Range Transportation Plan and Objective 1 of the Transportation Element of the Collier County Growth Management Plan to maintain the major roadway system at an acceptable Level of Service.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: To approve Change Order No. 3, adding a total of 67 days, forty-five (45) days for weather & holidays and twenty-two (22) additional days for utility conflicts under Agreement No. 20-7811 with Quality Enterprises USA, Inc., for the "Design-Build of the Immokalee Area Improvements – Tiger Grant" project, and authorize the Chairman to sign the attached Change Order.

PREPARED BY: Jamie Khawaja, Project Manager II, Transportation Engineering Division

ATTACHMENTS:

1. 33563 Immokalee TIGER Grant - CO#3 Final Time Addition
2. Contract Affidavit Labor & Srvs

Collier County

Procurement Services Change Order Form

Contract# 20-7811 **CO#** 03 **PO#** 4500216796 **Project #:** 33563

Project Name: Immokalee Area Improvements - Tiger Grant (Design Build)

Contractor/Consultant Name: Quality Enterprises USA Inc. (QE)

Select One: ☑ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: Jamie Khawaja **Division Name:** Transportation Engineering Services

Original Contract/Work Order Amount	$22,869,280.20	02/08/2022; 11B	**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount	$22,886,658.04	11/12/2024; 16.B.11	**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount	$22,886,658.04	01/16/2024	**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change	$0.00	0.08%	**Total % Change from Original Amount**
Revised Contract/Work Order Total	$22,886,658.04	0.00%	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	$17,377.84	0.00%	**% Change from Current Amount**

Notice to Proceed Date 03/16/2022 **Original NTP # of Days** 800 **Original Final Completion Date** 05/24/2024 **Last Final Approved Date** 03/21/2025

# of Days Added 67 **Revised Final Date** (includes this change) 05/27/2025 **Current Substantial Completion Date** (if applicable) 01/20/2025

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☑ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) This Change Order will add sixty-seven (67) days to the contract: forty-five (45) weather & holidays and twenty-two (22) additional days related to Hurricane Milton. Additionally, this Change Order is correcting a typing error on Change Order No. 2, correcting the original contract amount to $22,869,280.20 & current BCC approved amount to $22,886,658.04 as of 11/12/2024.

2.) N/A

3.) Due to the hurricane, LCEC's subcontractor was not able to complete their work related to the new street lighting, which was holding up QE's progress on the project. The contract documents allow for Holidays to be added when requested by the Contractor and approved by the Engineer.

4.) If not approved, the County would be in breach of the contract for not following the agreement regarding time extensions for delays under Exhibit H Section 11. Furthermore, an error will remain on Change Order No. 2.

Collier County

Procurement Services Change Order Form

Contract# 20-7811 **CO#** 03 **PO#** 4500216796 **Project #:** 33563

Project Name: Immokalee Area Improvements - Tiger Grant (Design Build)

Contractor/Consultant Name: Quality Enterprises USA Inc. (QE)

Change Order/Amendment Summary
(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	
1		Add 237 Days			237	1037	Days needed to complete Project
2		CC permit fee reimbursement & +64 days	$17,377.84		64	1101	Reimburse collier county permitting fees paid by subcontractor Grady Minor, & add days needed to complete project.
3		Add 67 Days			67	1168	Days needed to complete project

☐ Check here if additional summary page/s are attached to this Change Order

Collier County

Procurement Services Change Order Form

Contract# 20-7811	**CO#** 03	**PO#** 4500216796	**Project #:** 33563

Project Name: Immokalee Area Improvements - Tiger Grant (Design Build)

Contractor/Consultant Name: Quality Enterprises USA Inc. (QE)

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: DN: E=Jamie.Khawaja@colliercountyfl.gov, CN=KhawajaJamie, OU=Transportation Engineering Users, OU=GMD CM Transportation Engineering, OU=Construction and Maintenance, OU=GMD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Date: 2024.12.17 09:52:25-05'00' KhawajaJamie Date: 12/17/2024

Signature-Division Project Manager

Jamie Khawaja, Project Manager II, Transportation Engineering

Printed Name

Accepted by: _____ Date: _____

Signature- Design/Engineer Professional (if applicable)

NA

Printed Name/Title/Company Name

Accepted by: Lou Gaudio Digitally signed by Lou Gaudio Date: 2024.12.17 10:33:37 -05'00' Date: 12/17/2024

Signature- Contractor/Consultant/Vendor

Louis Gaudio, Vice President, Quality Enterprises USA Inc.

Printed Name/Title/ Company Name

Approved by: ThomasMatthew Digitally signed by ThomasMatthew DN: E=Matthew.Thomas@colliercountyfl.gov, CN=ThomasMatthew, OU=Transportation Engineering Users, OU=GMD CM Transportation Engineering, OU=Construction and Maintenance, OU=GMD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Date: 2024.12.17 08:39:09-05'00' Date: 12/17/2024

Signature-**Division Manager or Designee *(Optional)***

Matthew Thomas P.E., Supervisor of Project Management, Transportation Engineering

Printed Name

Approved by: AhmadJay Digitally signed by AhmadJay Date: 2024.12.17 09:12:25 -05'00' Date: 12/17/2024

Signature-**Division Director or Designee *(Optional)***

Jay Ahmad P.E., Division Director, Transportation Engineering

Printed Name

Approved by: ScottTrinity Digitally signed by ScottTrinity Date: 2024.12.19 14:57:52 -05'00' Date: _____

Signature-**Division Administrator or Designee *(Optional)***

Trinity Scott, Dept Head, Transportation Management Services Dept.

Printed Name

Collier County

Procurement Services Change Order Form

Contract# 20-7811 **CO#** 3 **PO#** 4500216796 **Project #:** 33563

Project Name: Immokalee Area Improvements - Tiger Grant (Design Build)

Contractor/Consultant Name: Quality Enterprises USA Inc. (QE)

FOR PROCURMENT USE ONLY

FY 25 **CHO Request #** 544

Approved by: ZimmermanBecca Digitally signed by ZimmermanBecca Date: 2024.12.27 09:07:35 -05'00'

Signature-Procurement Professional Signature/Date

Approved by: _____

Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ☐ **Administrative-BCC Report** ☑ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

CAO

QUALITY ENTERPRISES

VIA Email

December 16, 2024

Matthew Fell
Project Administrator/Senior Inspector
Kisinger Campo & Associates

RE: Immokalee Tiger Grant Project
Collier County Project No. 33563
Time Extension Request – Inclement Weather & Holidays

Dear Mr. Fell,

Please accept this letter as a formal contract time extension request. Quality Enterprises USA, Inc request a time extension for forty-five (45) days due to inclement weather and County observed holidays. In addition to the forty-five (45) days, we request an additional twenty-two (22) days for Hurricane Milton and the lingering impact it had on LCEC with their construction staff.

As recorded in the project meeting minutes and email correspondences, a total of thirty (30) weather days and fifteen (15) holidays (5 upcoming) have been agreed upon.

(Supporting documents are attached)

Respectfully submitted,

Matthew Murphy

Digitally signed by Matthew Murphy
DN: C=US, E=mmurphy@qeusa.com, O="Quality Enterprises USA, Inc.", CN=Matthew Murphy
Date: 2024.12.16 10:26:40-05'00'

Matthew Murphy
Project Manager
Quality Enterprises USA, Inc

CC: Michael Tisch, Collier County
Jamie Khawaja, Collier County
Kellie Loper, KCA
L. Gaudio, Quality Enterprises USA, Inc
Justin Frederiksen, GradyMinor
Daniel Flynn, GradyMinor

DB Immokalee Area Improvements Tiger Grant Design and Construction Progress Meeting

MEETING MINUTES

DATE: December 5th, 2024
TIME: 1:00 PM

PROGRESS MEETING # 66 Design, #45 Construction

Prime Contractor: Quality Enterprises, Inc.
County: Collier County
Project Description: DB Immokalee Area Improvements Tiger Grant
Project : 14322-01 C
Contract : 21-7877
Contract No: G0W31
Location : KCA Field Office
1300 North 15th Street, Suite 2
Immokalee, FL 34142
and by Teams Meeting invite.

JOB STATUS

Contract Day: day 988 of 1101 days (includes +64-day Change Order time)
Time % 90 %

Holiday Days: 10 Weather Days: 30 Pending Board Approval

Original Contract Amount: $22,869,280.20

Current Contract Amount: $22,869,280.20

Amount Earned $16,667,708.67 Less Retainage (Pay Application #30)

% Dollars 73% Liquidated Damages - $9,267.00 / day

This meeting will be audio recorded and become part of the construction project records.
All participants will be accounted for and sign in sheet will be distributed with meeting minutes.

Design Meeting

1. Public Outreach:

Area 4

A. 508 Washington Avenue resident called inquiring when their driveway is going to be restored and if it is going to be asphalt or concrete.
   i. GradyMinor confirmed driveway is going to be asphalt and driveways will be restored at a later date due to having to be completed by paving crew and not concrete crew. – QE stated the asphalt crew should be onsite to complete the driveway in 2-3 weeks.

2. Stakeholders

Matt Murphy

From: Mills, Marshall <Marshall.Mills@lcec.net>
Sent: Thursday, October 31, 2024 7:50 AM
To: Daniel Flynn
Cc: Matt Murphy; Wagner, Allen; Dorn, Tricia; Mills, Marshall
Subject: RE: Immokalee Complete Streets TIGER Project - Construction Schedule
Attachments: QETIGER Project Progress Tables 20241031_mdm.docx

Daniel,

Good morning! Please see the attached updated progress table. My updates I highlighted in yellow, and we actually may be a bit further along on the Continuous Street counts. However, our construction folks took some much needed leave after dealing with the two hurricanes, and I was unable to get updates on this week's progress. Everything is based on updates I had from last week.

That being said, we should have the surveys back for the remaining work orders, and the rest of the jobs will be released to construction either tomorrow, or very early next week. We will then get an updated schedule for the remaining 248 lights. Thanks very much.

Marshall Mills, P.E.
Sr. Coordinator, D&E
LCEC – Electric Operations
239-656-2451 (Work)
239-744-6991 (Mobile)
Marshall.Mills@lcec.net

From: Daniel Flynn <dflynn@gradyminor.com>
Sent: Wednesday, October 30, 2024 3:36 PM
To: Mills, Marshall <Marshall.Mills@lcec.net>
Cc: Matt Murphy <MMurphy@qeusa.com>; Wagner, Allen <Allen.Wagner@lcec.net>; Dorn, Tricia <Tricia.Dorn@lcec.net>
Subject: RE: Immokalee Complete Streets TIGER Project - Construction Schedule

*** **WARNING**: This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. ***

Good afternoon Marshall,

Would you have time to update the lighting items on the attached progress table before noon tomorrow?

Appreciate the help.

Thanks,
Daniel Flynn, P.E. PTOE
Director of Municipal Engineering

GradyMinor
3800 Via Del Rey
Bonita Springs, FL 34134
Phone - 239.947.1144 (office), 239.405.4667 (cell)
Fax - 239.947.0375
Web - http://www.gradyminor.com

DISCLAIMER: This communication from Q. Grady Minor and Associates, LLC, along with any attachments or electronic data is intended only for the addressee(s) named above and may contain information that is confidential, legally privileged or otherwise exempt from disclosure. The recipient agrees and accepts the following conditions: The electronic file/data is for informational purposes only and is the responsibility of the recipient to reconcile this electronic file/data with the approved and certified "plan of record" along with actual project site conditions. Q. Grady Minor and Associates, LLC reserves the right to revise, update and improve its electronically stored data without notice and assumes no responsibility due to a virus or damages caused by receiving this email.

Please consider the environment before printing this email

From: Mills, Marshall <Marshall.Mills@lcec.net>
Sent: Wednesday, October 16, 2024 2:58 PM
To: Daniel Flynn <dflynn@gradyminor.com>
Cc: Matt Murphy <MMurphy@qeusa.com>; Mills, Marshall <Marshall.Mills@lcec.net>; Wagner, Allen <Allen.Wagner@lcec.net>; Dorn, Tricia <Tricia.Dorn@lcec.net>
Subject: RE: Immokalee Complete Streets TIGER Project - Construction Schedule

Daniel,

Good afternoon! Hope everything is good with you and yours after the hurricanes. Unfortunately, we have very little progress on this project since the last update, as we have been in full preparation and restoration mode for Milton. At this point our Construction Crews are still wrapping up hurricane items. We hope to be back to regular work in the next couple of days, or early next week. Thanks very much!

Marshall Mills, P.E.
Sr. Coordinator, D&E
LCEC – Electric Operations
239-656-2451 (Work)
239-744-6991 (Mobile)
Marshall.Mills@lcec.net

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Quality Enterprises USA, Inc.
Address:	3494 Shearwater Street, Naples, FL 34117
Phone Number:	239 - 435 - 7200
Authorized Representative's Name:	Louis J. Gaudio
Authorized Representative's Title:	Vice President
Email Address:	LGaudio@QEUSA.COM

AFFIDAVIT

I, Louis J. Gaudio (Name of Authorized Representative), as authorized representative attest that Quality Enterprises USA, Inc. (Name of Nongovernmental Entity) does not use coercion for labor or services as defined in § 787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) 1-6-25 Date

STATE OF Florida

COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization this 6th day of January, 2025, by Louis J. Gaudio (Name of Affiant), who produced his Florida Driver's License as identification.

Maria Cohen
Notary Public (not required when digital)

2/11/26
Commission Expires

MARCIE L. COHEN
MY COMMISSION # HH 196569
EXPIRES: February 11, 2026
Bonded Thru Notary Public Underwriters

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: N/A - KNOWN

Executive Summary

Recommendation to award Invitation to Bid No. 23-8095R, "Maintenance and Repair of Balers, Compactors & Roll-off Equipment," to ABG Fabrication, LLC, and authorize the Chairman to sign the attached Agreement.

OBJECTIVE: To obtain contracted services to provide required routine preventative maintenance and repair & replacement services for county-owned balers, compactors, and roll-off equipment.

CONSIDERATIONS: Collier County Public Utilities has established GIS-based integrated Enterprise Asset Management (EAM) where assets are routinely evaluated and conditions in the field updated by Operations Divisions and, where appropriate, they are listed under the Capital Improvements Plan (CIP) for Engineering and Project Management to implement the soonest possible. Solid Waste EAM drives the priorities for investment in our Critical Infrastructure where replacements, re-hab, and repairs are planned and implemented prior to failure (Cat Red-F and Red-E) that would result in Utility Service outages and negative customer service impact. The Solid & Hazardous Waste Division of the Public Utilities Department has completed QA/QC and programmed this project.

The Solid & Hazardous Waste Management Division owns and operates various types of equipment used for the processing of recyclable material including, but not limited to, vertical and horizontal balers, as well as stationary compactors and roll-off equipment consisting of steel containers and receiver boxes in various sizes. The balers, compactors, and roll-off equipment located throughout the County need preventative maintenance and repairs & replacement driven by proactive EAM, to ensure public assets are preserved, maintained, for optimal use during and after the life cycle achieves safe processing and efficient transportation of materials received at County Recycling Drop-Off Centers.

On May 1, 2024, the Procurement Services Division released notices of Invitation to Bid No. 23-8095R, Maintenance and Repair of Balers, Compactors & Roll-off Equipment. The County extended the bid deadline multiple times due to a lack of vendor participation, and staff performed additional vendor outreach to promote the competition. Ultimately, the County received three bids by the July 25, 2024, bid submission deadline.

Company Name	City	County	State	Bid Amount	Responsive/Responsible
ABG Fabrication, LLC	Naples	Collier	FL	$83,370.00	Y/Y
C&D Industrial Maintenance, LLC	Bradenton	Manatee	FL	$232,000.00	Y/Y
Synergy Waste Management, Inc	Abingdon	Worcester	MA	$53,750.00	N/Y

Staff found Synergy Waste Management, Inc. non-responsive for not providing pricing for all line items and for not providing required forms. Staff is recommending that the Board award ITB No. 23-8095R and the attached Agreement to ABG Fabrication, LLC, the lowest, responsible and responsive bidder.

ABG Fabrication, LLC is located in Naples and has been providing welding, fabrication, and various related repair services in Florida since 2014. The attached Agreement provides for a three-year term with two additional renewal terms available.

FISCAL IMPACT: The annual cost of this contract will vary based on several factors, such as age of equipment, service intervals, and quantity of material processed by the equipment which can be impacted by growth and natural disasters. Prices are to remain firm for the initial year of the contract. Funds are available and will continue to be budgeted in the Solid Waste Disposal Fund (4070). Other divisions utilizing this contract will provide funding from their respective budgets.

GROWTH MANAGEMENT IMPACT: There is no impact on the Growth Management Plan associated with this

Executive Summary.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: To award Invitation to Bid No. 23-8095R, "Maintenance and Repair of Balers, Compactors & Roll-off Equipment," to ABG Fabrication, LLC, and authorize the Chairman to sign the attached Agreement.

PREPARED BY: Kari Ann Hodgson, P.E., Director, Solid & Hazardous Waste Management

ATTACHMENTS:
1. 23-8095R InsurancePacket_ABGFabrication
2. 23-8095R NORA
3. 23-8095R Solicitation
4. 23-8095R VS_ABGFabrication
5. ABG Fabrication LLC Bid submittal
6. 23-8095R Bid Tabulation

Collier County

INSURANCE REQUIREMENTS COVERSHEET

Project Name
Maintenance and Repair of Balersm Compactors, & Roll-off Equipment
Vendor Name
ABG Fabrication, LLC
Solicitation/Contract No.
23-8095R
Attachments
☐ Risk Approved Insurance Requirements ☑ Risk Approved Insurance Certificate(s)
Comments
The COI is approved. Since the book value of the assets the vendor will service is $50,293 the $100,000 Garage Keeper limit the vendor carries will suffice.
Attachments Approved by Risk Management Division
Approval: GonzalezGreily Digitally signed by GonzalezGreily Date: 2024.11.13 09:43:26 -05'00'

INSURANCE AND BONDING REQUIREMENTS

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$_1,000,000_** single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$_1,000,000____**single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$_1,000,000___** Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. ☒ Other insurance as noted:	☐ Watercraft **$** _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. **$** _____ Per Occurrence ☐ Pollution **$** _____ Per Occurrence ☐ Professional Liability **$** _____ Per claim & in the aggregate ☒ **Garagekeepers/Bailee** **$**_1,000,000____ Per Occurrence ☐ Valuable Papers Insurance **$**_____ Per Occurrence ☐ Cyber Liability **$**_____ Per Occurrence ☐ Technology Errors & Omissions **$**_____ Per Occurrence
7. ☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

8. ☐ Performance and Payment Bonds	For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of County Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG – 7/17/23 Revised

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation. The insurance submitted must provide coverage for a minimum of six (6) months from the date of award.

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY) 10/22/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bruce Hendry Insurance
711 W. Main Street
Immokalee, FL 34142
L023031

CONTACT NAME:
PHONE (A/C, No, Ext): 239-657-3614 FAX (A/C, No): 239-657-6468
E-MAIL ADDRESS: karen@brucehendryinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : MESA UNDERWRITERS SPEC INS CO	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ABG FABRICATION LLC
4284 ENTERPRISE AVE, UNIT 14
NAPLES, FL 34104
(239)280-8428

COVERAGES PROD / CUSTOMER ID: CERTIFICATE #: REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GARAGE LIABILITY [ ] ALL OWNED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS [X] USED IN GARAGE BUSINESS	Y		MP0009003011820	05/12/2024	05/12/2025	AUTO ONLY (Ea accident) $ 1,000,000 OTHER THAN AUTO ONLY: EA ACCIDENT $ 1,000,000 OTHER THAN AUTO ONLY: AGGREGATE $ 2,000,000
A	GARAGE KEEPERS LIABILITY [X] LEGAL LIABILITY [ ] DIRECT BASIS [ ] PRIMARY [ ] EXCESS			MP0009003011820	05/12/2024	05/12/2025	[X] COMP/OTC LOC $ 100,000 [ ] SPECIFIED PERILS LOC $ [X] COLLISION LOC $ 100,000 LOC $
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under REMARKS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For any and all work Performed on behalf of Collier County. Included as an additional insured under the captioned Garage Liability Policy required by written contract.
23-8095R "Maintenance and Repair of Balers,Compactors, & Roll-off Equipment"

CERTIFICATE HOLDER
COLLIER COUNTY BOARD
OF COUNTY COMMISSIONERS
3295 TAMIAMI TRAIL E
NAPLES, FL 34112

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Karen Hendry

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Ted Burkhardt
State Farm Ted Burkhardt 7345 Davis Blvd Suite 7 Naples FL 341045305	**PHONE (A/C, No, Ext):** 239-774-5400 **FAX (A/C, No):** **E-MAIL ADDRESS:** ted.burkhardt.bzk6@statefarm.com
INSURED ABG FABRICATION LLC 4284 ENTERPRISE AVE NAPLES FL 341047068	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company / 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	K72 6942-C26-59A L95 3658-A05-59 L63 6733-A27-59A	09/26/2024 07/05/2024 07/27/2024	03/26/2025 01/05/2025 01/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government, OR, Collier County included as an additional insured under the captioned Commercial General Liability and Automobile Liability Policies on a primary and non-contributory basis if and to the extent required by a written contract.

For any and all work on behalf of Collier County.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trl E
Naples FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ted Burkhardt

This form was system-generated on 10/23/2024 .

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2978138

DATE (MM/DD/YYYY): 10/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER LOCKTON COMPANIES 444 W 47TH STREET, SUITE 900 KANSAS CITY, MO 64112-1906	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 844-456-1523 **FAX (A/C, No):** **E-MAIL ADDRESS:** dhrcerts@locktonaffinity.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** A I U INSURANCE COMPANY 19399
INSURED **ABG Fabrication, LLC** **dba ABG Fabrication, LLC** 4284 Enterprise AvenueUnit 14 **Unit 14** **NAPLES, FL 34104**	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	015834129	06/01/2024	06/01/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those employees leased to but not subcontractors of insured

RE: FOR ALL WORK PERFORMED ON BEHALF OF COLLIER COUNTY

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

Collier Country Board of County Commissioners
3295 Tamiami Trail E.
Naples FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Decision HR 9455 Koger Blvd. N. Suite 110 St. Petersburg, FL 33702	Policy Number Symbol: WC Number: 015834129
Policy Period 06/01/2024 **TO** 06/01/2025	Effective Date of Endorsement 10/25/2024
Issued By (Name of Insurance Company) A I U INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

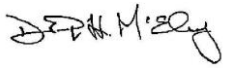
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

WC 00 03 13 (11/05) © Copyright 1983-2017 National Council on Compensation Insurance, Inc. All Rights Reserved.

Docusign Envelope ID: B3FE443A-78CA-4474-8A2E-88B6A54C5BB2

Collier County
Procurement Services Division

"Revised" Notice of Recommended Award

Solicitation: 23-8095R	Title: Maintenance and Repair of Balers, Compactors & Roll-off Equipment

Due Date and Time: July 25, 2024, at 3:00 PM EST.

Respondents:

Company Name	City	County	State	Bid Amount	Responsive/Responsible
ABG Fabrication, LLC	Naples	Collier	FL	$83,370.00	Yes/Yes
C&D Industrial Maintenance, LLC	Bradenton	Manatee	FL	$232,000.00	Yes/Yes
Synergy Waste Management, Inc	Auburn	Worcester	MA	$53,750.00	No/Yes

Utilized Local Vendor Preference: Yes ☐ No ■

Recommended Vendor(s) For Award:

On May 1, 2024, the Procurement Services Division released notices of Invitation to Bid No. 23-8095R Maintenance and Repair of Balers, Compactors & Roll-off Equipment, to one thousand, eight hundred and seventy-five vendors (1,875), and four hundred eighty-one (481) bid packages were viewed. The due date was extended multiple times due to a lack of vendor participation. Staff performed additional vendor outreach to promote competition, and three (3) bids were received by the submission deadline of July 25, 2024.

Staff reviewed the bids received. ABG Fabrication, LLC and C&D Industrial Maintenance, LLC were found to be responsive and responsible. Synergy Waste Management, Inc. was found to be non-responsive for not providing pricing for all line items and for not providing required forms.

Awards have been established based on the lowest total bid. Staff is recommending award to ABG Fabrication, LLC the lowest-responsive and responsible bidder. Staff has determined it is in the best interest of the County not to award a Secondary Vendor.

Contract Driven ■ Purchase Order Driven ☐

Required Signatures

Project Manager: Signed by: Donna Deter FED3E0670EB84A5... 9/12/2024

Procurement Strategist: DocuSigned by: Barbara Lance 14490C19A3D448F... 9/12/2024

Procurement Services Director:

DocuSigned by: Sandra Srnka 3ECSC8279B554F5...

Sandra Srnka

9/12/2024

Date

Collier County
Procurement Services Division

COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID (ITB)

FOR

MAINTENANCE AND REPAIR OF BALERS, COMPACTORS & ROLL-OFF EQUIPMENT

SOLICITATION NO.: 23-8095R

LEEANN CHARLES, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMIAMI TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-4270
Leeann.Charles@colliercountyfl.gov (Email)

This solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Bidder may be grounds for rejection of the bid, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

INVITATION TO BID (ITB) NUMBER:	**23-8095R**
	MAINTENANCE AND REPAIR OF BALERS, COMPACTORS & ROLL-OFF EQUIPMENT
DUE DATE:	**May 30, 2024, at 3:00 PM EST.**
PLACE OF BID OPENING:	**PROCUREMENT SERVICES DIVISION** **3295 TAMIAMI TRAIL EAST, BLDG C-2** **NAPLES, FL 34112**

All bids shall be submitted online via the Collier County Procurement Services Division Online Bidding System: https://procurement.opengov.com/

INTRODUCTION

As requested by the Solid Hazardous Waste Division (hereinafter, the "Division"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bid submittals from interested and qualified vendors in accordance with the terms, conditions, and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

Historically, County departments have spent approximately $45,000; however, with aging equipment and County growth, it is anticipated future spend will exceed this amount.

BACKGROUND

The Solid & Hazardous Waste Management Division has various types of balers to include, but not limited to, vertical and horizontal balers, as well as stationary compactors. Roll-off equipment may consist of steel roll-off dumpsters in various sizes. The balers, compactors, and roll-off equipment located throughout Collier County are in need of preventative maintenance, repairs, and replacements. The bidder shall, at a minimum, be able to achieve the scope of work listed in this solicitation.

TERM OF CONTRACT

The contract term, if awards are made is intended to be for (3) years with two (2) one (1) year renewal options.

Prices shall remain firm for the initial year of this contract.

A Purchase Order shall survive Contract expiration to allow completion of work commenced prior to the contract expiration date.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

FEMA funding may be used, in part, in support of this procurement.

All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

AWARD CRITERIA

ITB award criteria are as follows:

- The County's Procurement Services Division reserves the right to clarify a vendor's submittal prior to the award of the solicitation.
- It is the intent of Collier County to award to the lowest, responsive, and responsible vendor(s) that represents the best value to

the County.

- For the purposes of determining the winning bidder, the County will select the Vendor with the lowest price as outlined below:
    - **Lowest Total Bid**
- Collier County reserves the right to select one, or more than one suppliers, award on a line-item basis, establish a pool for quoting, or other options that represents the best value to the County; however, it is the intent to:
    - **Identify Primary, Secondary and Tertiary Awardees**
        - Should the Primary not be able to support the work request, the department will move to the Secondary and then Tertiary as necessary.
- The County reserves the right to issue a formal contract or standard County Purchase Order for the award of this solicitation.

DETAILED SCOPE OF WORK

The Solid & Hazardous Waste Management Division is seeking qualified Vendors to provide required routine, preventative maintenance, repair services, and replacements for County owned balers, compactors, and roll-off equipment.

1. LOCATIONS & EXAMPLES

The listing below contains locations and examples of County equipment to be maintained under this solicitation.

Naples Recycling Center:
2640 Corporate Flight Dr.
Naples, FL 34104

- Horizontal Baler (Make: International Baler / Model: EXP-865-75)
- 2YD Stationary Compactor (Make: HESCO / Model: H600)
- Roll-off Containers (Open Top, Enclosed Recycling, Receiver Boxes – various sizes) Welding, & minor repairs (wheels, hinges, doors, floors, etc.)
- Roll-off Truck Body repairs (Cable hoist, Auto tarper, Hydraulics, etc.)

North Collier Recycling Center:
9950 Goodlette Frank Rd.
Naples, FL 34109

- 2YD Stationary Compactor (Make: IES / Model: HE10561)
- Vertical Baler (Make: PTR / Model: 2300 HD 60")

Marco Island Recycling Center:
990 Chalmer Dr.
Marco Island, FL 34145

- 5YD Stationary Compactor (Make: Marathon / Model: RJ550)
- 2YD Stationary Compactor (Make: : IES / Model: HE10561)
- Vertical Baler (Make: PTR / Model: HE10561)

Tim Nance Recycling Center:
825 39th Ave. NE
Naples, 34120

- Vertical Baler (Make: Bace / Model: V630CC / Serial: V630CC1007536)

2. PREVENTATIVE MAINTENANCE

2.1. Preventative maintenance may include:

- Evaluate overall equipment condition.
- Verify that all safety decals are in good condition.
- Test and verify the operation of safety features.
- Thoroughly inspect the cylinder welds and seals.
- Grease all fittings.

- Inspect all hoses and crimps.
- Inspect all hose clamps and tighten them as needed.
- Inspect motor for signs of wear or end-of-life conditions.
- Inspect the pump for leaks or signs of failure.
- Inspect oil level and general condition.
- Inspect and replace (as needed) hoses, fluids, and filters.
- Clean power unit.
- Grease and lube proper areas for maximum performance and longevity.
- Change oil and hydraulic fluid as recommended by the manufacturer.
- (Optional) Perform oil analysis by an independent laboratory.
- Operate gauge and verify that there are no leaks and operational.
- Set all Pressures.
- Adjust Limit Switches as required.
- Inspect ram or platen guide systems.
- Inspect all control box switches and verify all are operational.
- Inspect the motor starter.
- Inspect motor starter overload.
- Inspect and test Emergency Stop Switches.
- Inspect all electrical connections and tighten as needed.
- Inspect wiring for signs of damage.
- Perform structural inspection of equipment.
- Verify that all safety covers are secure and properly positioned.
- Inspect all loading doors and related safety switches.
- Provide training to personnel on site during visit.
- Verify area near the equipment is clear of debris or improperly stored material.
- All deficiencies communicated and solutions discussed.

2.2. The Vendor must provide a master schedule for all expected maintenance days.

2.3. For each site visit, the awarded Vendor will provide an Equipment Service Report. The Report should include the following:

- Record of inspection including all findings/remarks for each piece of equipment
- All preventative maintenance items completed
- Recommend repairs, if applicable

The Equipment Service Report must be completed and submitted by Vendor to County Representative upon preventative maintenance completion or within three (3) business days if repairs are recommended. Note: Failure to provide the completed, signed and dated report may delay the Vendor's payment.

2.4. The Vendor shall use a County provided Equipment Service Report if requested to do so by the County.

2.5. Monthly, quarterly, and annual preventative maintenance services are anticipated for all balers and compactors; however, the service shall also be as needed.

2.6. If, during the preventative maintenance, the vendor determines a need for repair or replacement, follow 3. Repairs & Replacement below.

3. REPAIRS & REPLACEMENT

3.1. Repairs may include:

- Welding, fabricating, metal cutting/patching.
- Safety guard repair or replacements.
- Hydraulic system repairs (cylinders, hoses, etc.)
- Electrical controller system repairs.
- Replacement components/parts (couplings, bearings, switches, etc.)
- Pump and motor repair.

3.2. If a repair is recommended, the Vendor will provide a quote to the County Representative within three (3) business days from the date of the inspection, unless it is determined to be an urgent repair, then the Vendor shall work with the County Representative for a quick resolution. The Vendor must be able to work with scale software and other county agencies, when necessary, for problem-solving.

3.3. Should minor repairs or replacement parts be required or recommended by the Vendor while performing the preventative maintenance, and the Vendor is able to repair or replace during the preventative maintenance service, the Vendor shall provide a quote for any parts and labor related to the minor repair or replacement in writing prior to the repair and obtain the County Representative or their designee's approval. Labor rates and markup shall be in accordance with the fee schedule.

3.4. **No single quote for a single repair/replacement project shall exceed $200,000. The County does reserve the right to competitively bid any repair or replacement project, if deemed in the best interest of the County. The County also reserves the right to separately purchase equipment required for the job and may request the Vendor to provide delivery and installation services.**

3.5. The County Representative shall determine if the quote provided is fair, reasonable and within an acceptable spend threshold.

3.6. Labor rates and applicable markups shall be in accordance with the Fee Schedule.

3.7. Hourly labor rates shall be inclusive of all overhead, insurance, profit, travel, and use of company owned equipment (excluding rental equipment).

3.8. Should the Vendor need to hire a subcontractor, the subcontractor charges may be invoiced at cost plus 15% markup. A copy of the subcontractor's invoice shall be required with the Vendor's invoice. The subcontractor's hourly rate may not exceed the Vendor's hourly rates listed on the fee schedule.

3.9. Parts and materials may be invoiced at cost plus 10% markup. Parts/ materials with a single item amount of $500.00 or more shall require the Vendor to provide backup documentation. All shipping or freight charges must have backup documentation. Should the Vendor need to rent equipment to complete the project, rental charges may be invoiced at cost plus 10% markup. A copy of the rental receipt showing the cost shall be required with the Vendor's invoice. Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed on taxes, freight/shipping, and/or permits.

4. SERVICE CHARGE

Should a service truck with specialized equipment be needed, the vendor may charge a Service Truck Charge per day regardless of how many sites are visited, in accordance with the Fee Schedule. This charge shall include all expenses related to the service truck, such as tools, equipment, fuel, travel time, and insurance. Additional labor rates may still apply in accordance with the Fee Schedule.

5. SHOP CHARGE

Should the vendor need to repair the equipment and/or components in their shop, the vendor may charge a Shop Charge per the Fee Schedule that shall be all-inclusive of any equipment used, insurance, and transport of the equipment/components to and from the shop. This charge shall be a per-day fee for the time the equipment/components are at the vendor's shop being repaired. Time justification may be required. Additional labor rates may still apply in accordance with the Fee Schedule.

6. EQUIPMENT & PARTS

6.1. All equipment and parts provided and installed by the Vendor under the awarded contract shall be new and free of defects and may require County approval prior to installation. It is the intent that all digital and mechanical components will be purchased under the awarded contract. Equipment and Parts may include, but shall not be limited to:

- Replacement balers, compactors, and/or roll-off equipment
- Components, hardware
- Power units
- Lights
- Terminals
- Safety guards
- Control box
- Containers
- Casing/Housings
- Pumps
- Cylinders

6.2. At a minimum, replacement parts and/or maintenance materials shall be based on the manufacturer's recommendations.

7. WORK HOURS AND CONTRACTOR CONTACT

7.1. Normal business hours shall be 7:00am to 5:00pm, Monday through Friday, excluding County observed holidays. After hours are considered to be requests outside of the normal business hours, weekends and County observed holidays or in the event of a declared local state of emergency and vendor shall be paid 1.5x straight time applicable in accordance with the fee schedule.

7.2. The Vendor shall provide a company contact name, phone number and email address for all requests and shall be available twenty-four (24) hours per day, 365 days per year.

7.3. The County will issue a Purchase Order prior to commencement of work. No work shall be performed until the Vendor is in receipt of an approved purchase order.

8. RESPONSE TIMES FOR REPAIRS/REPLACEMENTS

8.1. **Normal Request**

- Vendor shall acknowledge a request for quote via email or phone call within twelve (12) hours from the time the County issued the request.
- Vendor shall provide a written quote to the requestor via email within three (3) business days of the initial request from the County.
- The County may request that the Vendor start work within two (2) business days after a valid Purchase Order has been e-mailed to the Vendor by an appropriate County Representative.

8.2. **Urgent Request**

- Vendor shall acknowledge an urgent request via email or phone call within one (1) hour of the request being sent by the County.
- Vendor shall be on-site within three (3) hours after the County's initial request. A response time that exceeds the three (3) hours must be approved by the County Representative.
- Vendor shall be paid 1.5x straight time hourly rate(s) in accordance with the fee schedule for urgent requests regardless of the day or time the work is performed.

9. PRICE MODIFICATIONS

9.1. Any requested adjustment shall be fully documented and submitted to the County no less than thirty (30) days prior to the contract anniversary date based on the percent change (up or down) of the Consumer Price Index (CPI). Retroactive price adjustments are not authorized. All requests must be submitted to the County Representative or designee. Any approved cost adjustments shall become effective as of the anniversary date or upon Procurement Director/Board approval.

- Contractor shall provide supporting documentation justifying price increases (examples: Contractor's material agreements, distributor invoices, proof of fuel increases, etc.).
- County Representative or designee shall analyze prices to determine if increases are fair and reasonable using the following methods: price competition (reviewing competitive bids or offers), market prices, historical prices, or independent estimates.
- Contractor shall continue to fill all purchase orders received at the current agreement prices during the review process.
- The Procurement Director has the authority to approve price adjustments in accordance with the Procurement Ordinance, as amended. The bid tabulation shall be modified with the price increases, or an amendment process as required, and uploaded into the County's Finance system.
- Price increase requests are not guaranteed. If approved, the Procurement Director or designee will notify the Contractor in writing with the effective date of any approved price increases.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, considered excessive, or if decreases are deemed insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, a contract termination will have to be processed.

10. SAFETY

10.1. The awarded Vendors shall comply with all Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), the National Institute of Occupational Safety Hazards (NIOSH), the American National Standards Institute (ANSI), the National Fire Protection Association (NFPA), the Crane Manufacturers Association of America, Inc. (CMAA), National Electric Code (NEC), American Society of Mechanical Engineers (ASME), State and County regulations while performing work under the resultant Contract. Vendor shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

10.2. Barricades shall be provided and utilized by the Vendor when work is performed in public areas, or when deemed necessary by the County.

10.3. Hazardous conditions shall be immediately reported to the County.

VENDOR CHECKLIST

Vendor should check off each of the following items as the necessary action is completed (please see, Vendor Check List)

FIXED TERM SERVICE AGREEMENT

#23-8095R

for

"Maintenance and Repair of Balers, Compactors, & Roll-off Equipment"

THIS AGREEMENT, made and entered into on this _____ day of _____20____, by and between ABG Fabrication, LLC, authorized to do business in the State of Florida, whose business address is 4284 Enterprise Avenue, Naples, FL 34104, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a three (3) year period, commencing ☒ upon the date of Board approval; ~~or ☐ on _____~~ and terminating on three (3) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

   The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

   The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES**. The Contractor shall commence the work upon issuance of a ☒ Purchase Order ☐ ~~Notice to Proceed~~.

3. **STATEMENT OF WORK**. The Contractor shall provide services in accordance with the terms and conditions of ☐ ~~Request for Proposal (RFP)~~ ☒ Invitation to Bid (ITB) ☐ ~~Other _____ ( )~~ # 23-8095R, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

   ☒ The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

4. **THE AGREEMENT SUM**. The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 **Price Methodology (as selected below):**

☐ ~~**Lump Sum** (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized~~.

☒ **Time and Materials**: The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

☒ **Unit Price**: The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

~~4.5 ☐ (check if applicable) **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.~~

~~Reimbursements shall be at the following rates:~~

~~Mileage~~	~~$0.44.5 per mile~~
~~Breakfast~~	~~$6.00~~
~~Lunch~~	~~$11.00~~
~~Dinner~~	~~$19.00~~
~~Airfare~~	~~Actual ticket cost limited to tourist or coach class fare~~
~~Rental car~~	~~Actual rental cost limited to compact or standard-size vehicles~~
~~Lodging~~	~~Actual cost of lodging at single occupancy rate with a cap of no more than $150.00 per night~~
~~Parking~~	~~Actual cost of parking~~
~~Taxi or Airport Limousine~~	~~Actual cost of either taxi or airport limousine~~

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name: ABG Fabrication, LLC
Address: 4284 Enterprise Ave
Naples, FL 34104

Authorized Agent: Jim Kraffert
Attention Name & Title: General Manager/Partner
Telephone: 239-330-8796
E-Mail(s): jkraffert@abgfabricationllc.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Name:	Solid and Hazardous Waste Management
Division Director:	Kari Hodgson
Address:	3339 Tamiami Trail E
	Naples, FL 34112
Administrative Agent/PM:	Robert Lee
Telephone:	239-252-7953
E-Mail(s):	Robert.Lee@colliercountyfl.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP**. Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

8. **PERMITS: LICENSES: TAXES**. In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

   Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during

the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of the non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

    A. ■ **Commercial General Liability:** Coverage shall have minimum limits of $ 1,000,000.00 Per Occurrence, $ 2,000,000.00 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

    B. ■ **Business Auto Liability:** Coverage shall have minimum limits of $ 1,000,000.00 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

    C. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

    The coverage must include Employers' Liability with a minimum limit of $ 1,000,000.00 for each accident.

    ~~D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $ _____ each claim and aggregate.~~

    ~~E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $ _____ per claim.~~

F. ■ Garagekeepers/Bailee : Coverage shall have minimum limits of $ 1,000,000.00 per claim.

~~G. ☐ : Coverage shall have minimum limits of $ per claim/Occurrence.~~

~~H. ☐ : Coverage shall have minimum limits of $ per claim/Occurrence.~~

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Solid and Hazardous Waste Management Division.

15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ☒ Exhibit A Scope of Services, Exhibit B Fee Schedule, ☐ ~~RFP~~/ ☒ ITB/☐ ~~Other~~ #23-8095R , including Exhibits, Attachments and Addenda/Addendum, ☐ ~~subsequent quotes, and~~ ☐ ~~Other Exhibit/Attachment:~~.

17. **APPLICABILITY.** Sections corresponding to any checked box (■) expressly apply to the terms of this Agreement.

18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.

20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as

located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the requirements set forth in Florida Statute, §448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws

referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.

22. **PAYMENTS WITHHELD**. The County may decline to approve any application for payment, or portions thereof, because of defective or incomplete work, subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due to Contractor under this Agreement or any other Agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable fling of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

    If any conditions described above are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other Agreement between Contractor and the County.

    If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

23. ■ **CLEAN UP**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean.

24. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

25. ■ **WARRANTY**. Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.

Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

26. ■ **TESTS AND INSPECTIONS**. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

27. ■ **PROTECTION OF WORK**.

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

28. **SUBMITTALS AND SUBSTITUTIONS.** Any substitution of products/materials from specifications shall be approved in writing by the County in advance.

29. **CHANGES IN THE WORK.** The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon modification of the Purchase Order by the County, and the County shall not be liable to the Contractor for any increased compensation without such modification. No officer, employee or agent of the County is authorized to direct any extra or changed work orally. Any modifications to this Agreement shall be in compliance with the County Procurement Ordinance and Procedures in effect at the time such modifications are authorized.

30. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

31. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.

32. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

33. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

34. ~~**KEY PERSONNEL**. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign~~

~~as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

☒ **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

35. ☐ ~~**ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.~~

☒ **ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.

36. **ASSIGNMENT**. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

37. **SECURITY**. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least

four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

38. ■ **SAFETY**. All Contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

(Intentionally left blank -signature page to follow)

IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above:

ATTEST:
Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____
(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
_____, Chairman

Contractor's Witnesses:

_____
Contractor's First Witness

JIM KRAFFERT
↑Type/print witness name↑

_____
Contractor's Second Witness

Max Gravin
↑Type/print witness name↑

ABG Fabrication, LLC
Contractor

By: _____
Signature

PIERRE ANDREWS MGR
↑Type/print signature and title↑

Approved as to Form and Legality:

_____
_____County Attorney

_____
Print Name

Exhibit A

Scope of Services

☒ following this page (containing 6 pages)

☐ this exhibit is not applicable

Exhibit A
Scope of Services

DETAILED SCOPE OF WORK

The Solid & Hazardous Waste Management Division is seeking qualified Vendors to provide required routine, preventative maintenance, repair services, and replacements for County owned balers, compactors, and roll-off equipment.

1. LOCATIONS & EXAMPLES

The listing below contains locations and examples of County equipment to be maintained under this solicitation.

Naples Recycling Center:
2640 Corporate Flight Dr.
Naples, FL 34104

- Horizontal Baler (Make: International Baler / Model: EXP-865-75)
- 2YD Stationary Compactor (Make: HESCO / Model: H600)
- Roll-off Containers (Open Top, Enclosed Recycling, Receiver Boxes – various sizes) Welding, & minor repairs (wheels, hinges, doors, floors, etc.)
- Roll-off Truck Body repairs (Cable hoist, Auto tarper, Hydraulics, etc.)

North Collier Recycling Center:
9950 Goodlette Frank Rd.
Naples, FL 34109

- 2YD Stationary Compactor (Make: IES / Model: HE10561)
- Vertical Baler (Make: PTR / Model: 2300 HD 60")

Marco Island Recycling Center:
990 Chalmer Dr.
Marco Island, FL 34145

- 5YD Stationary Compactor (Make: Marathon / Model: RJ550)
- 2YD Stationary Compactor (Make: IES / Model: HE10561)
- Vertical Baler (Make: PTR / Model: HE10561)

Tim Nance Recycling Center:
825 39th Ave. NE
Naples, 34120

- Vertical Baler (Make: Bace / Model: V630CC / Serial: V630CC1007536)

2. PREVENTATIVE MAINTENANCE

2.1. Preventative maintenance may include:

- Evaluate overall equipment condition.
- Verify that all safety decals are in good condition.
- Test and verify the operation of safety features.
- Thoroughly inspect the cylinder welds and seals.
- Grease all fittings.

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- Inspect all hoses and crimps.
- Inspect all hose clamps and tighten them as needed.
- Inspect motor for signs of wear or end-of-life conditions.
- Inspect the pump for leaks or signs of failure.
- Inspect oil level and general condition.
- Inspect and replace (as needed) hoses, fluids, and filters.
- Clean power unit.
- Grease and lube proper areas for maximum performance and longevity.
- Change oil and hydraulic fluid as recommended by the manufacturer.
- (Optional) Perform oil analysis by an independent laboratory.
- Operate gauge and verify that there are no leaks and operational.
- Set all Pressures.
- Adjust Limit Switches as required.
- Inspect ram or platen guide systems.
- Inspect all control box switches and verify all are operational.
- Inspect the motor starter.
- Inspect motor starter overload.
- Inspect and test Emergency Stop Switches.
- Inspect all electrical connections and tighten as needed.
- Inspect wiring for signs of damage.
- Perform structural inspection of equipment.
- Verify that all safety covers are secure and properly positioned.
- Inspect all loading doors and related safety switches.
- Provide training to personnel on site during visit.
- Verify area near the equipment is clear of debris or improperly stored material.
- All deficiencies communicated and solutions discussed.

2.2. The Vendor must provide a master schedule for all expected maintenance days.

2.3. For each site visit, the awarded Vendor will provide an Equipment Service Report. The Report should include the following:

- Record of inspection including all findings/remarks for each piece of equipment
- All preventative maintenance items completed
- Recommend repairs, if applicable

The Equipment Service Report must be completed and submitted by Vendor to County Representative upon preventative maintenance completion or within three (3) business days if repairs are recommended. Note: Failure to provide the completed, signed and dated report may delay the Vendor's payment.

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2.4. The Vendor shall use a County provided Equipment Service Report if requested to do so by the County.

2.5. Monthly, quarterly, and annual preventative maintenance services are anticipated for all balers and compactors; however, the service shall also be as needed.

2.6. If, during the preventative maintenance, the vendor determines a need for repair or replacement, follow 3. Repairs & Replacement below.

3. REPAIRS & REPLACEMENT

3.1. Repairs may include:

- Welding, fabricating, metal cutting/patching.
- Safety guard repair or replacements.
- Hydraulic system repairs (cylinders, hoses, etc.)
- Electrical controller system repairs.
- Replacement components/parts (couplings, bearings, switches, etc.)
- Pump and motor repair.

3.2. If a repair is recommended, the Vendor will provide a quote to the County Representative within three (3) business days from the date of the inspection, unless it is determined to be an urgent repair, then the Vendor shall work with the County Representative for a quick resolution. The Vendor must be able to work with scale software and other county agencies, when necessary, for problem-solving.

3.3. Should minor repairs or replacement parts be required or recommended by the Vendor while performing the preventative maintenance, and the Vendor is able to repair or replace during the preventative maintenance service, the Vendor shall provide a quote for any parts and labor related to the minor repair or replacement in writing prior to the repair and obtain the County Representative or their designee's approval. Labor rates and markup shall be in accordance with the fee schedule.

3.4. **No single quote for a single repair/replacement project shall exceed $200,000. The County does reserve the right to competitively bid any repair or replacement project, if deemed in the best interest of the County. The County also reserves the right to separately purchase equipment required for the job and may request the Vendor to provide delivery and installation services.**

3.5. The County Representative shall determine if the quote provided is fair, reasonable and within an acceptable spend threshold.

3.6. Labor rates and applicable markups shall be in accordance with the Fee Schedule.

3.7. Hourly labor rates shall be inclusive of all overhead, insurance, profit, travel, and use of company owned equipment (excluding rental equipment).

3.8. Should the Vendor need to hire a subcontractor, the subcontractor charges may be invoiced at cost plus 15% markup. A copy of the subcontractor's invoice shall be required with the Vendor's invoice. The subcontractor's hourly rate may not exceed the Vendor's hourly rates listed on the fee schedule.

3.9. Parts and materials may be invoiced at cost plus 10% markup. Parts/ materials with a single item amount of $500.00 or more shall require the Vendor to provide backup documentation. All shipping or freight charges must have backup documentation. Should the Vendor need to rent equipment to complete the project, rental charges may be invoiced at cost plus 10% markup. A copy of the rental receipt showing the cost shall

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be required with the Vendor's invoice. Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed on taxes, freight/shipping, and/or permits.

4. SERVICE CHARGE

Should a service truck with specialized equipment be needed, the vendor may charge a Service Truck Charge per day regardless of how many sites are visited, in accordance with the Fee Schedule. This charge shall include all expenses related to the service truck, such as tools, equipment, fuel, travel time, and insurance. Additional labor rates may still apply in accordance with the Fee Schedule.

5. SHOP CHARGE

Should the vendor need to repair the equipment and/or components in their shop, the vendor may charge a Shop Charge per the Fee Schedule that shall be all-inclusive of any equipment used, insurance, and transport of the equipment/components to and from the shop. This charge shall be a per-day fee for the time the equipment/components are at the vendor's shop being repaired. Time justification may be required. Additional labor rates may still apply in accordance with the Fee Schedule.

6. EQUIPMENT & PARTS

6.1. All equipment and parts provided and installed by the Vendor under the awarded contract shall be new and free of defects and may require County approval prior to installation. It is the intent that all digital and mechanical components will be purchased under the awarded contract. Equipment and Parts may include, but shall not be limited to:

- Replacement balers, compactors, and/or roll-off equipment
- Components, hardware
- Power units
- Lights
- Terminals
- Safety guards
- Control box
- Containers
- Casing/Housings
- Pumps
- Cylinders

6.2. At a minimum, replacement parts and/or maintenance materials shall be based on the manufacturer's recommendations.

7. WORK HOURS AND CONTRACTOR CONTACT

7.1. Normal business hours shall be 7:00am to 5:00pm, Monday through Friday, excluding County observed holidays. After hours are considered to be requests outside of the normal business hours, weekends and County observed holidays or in the event of a declared local state of emergency and vendor shall be paid 1.5x straight time applicable in accordance with the fee schedule.

7.2. The Vendor shall provide a company contact name, phone number and email address for all requests and shall be available twenty-four (24) hours per day, 365 days per year.

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7.3. The County will issue a Purchase Order prior to commencement of work. No work shall be performed until the Vendor is in receipt of an approved purchase order.

8. RESPONSE TIMES FOR REPAIRS/REPLACEMENTS

8.1. Normal Request

- Vendor shall acknowledge a request for quote via email or phone call within twelve (12) hours from the time the County issued the request.
- Vendor shall provide a written quote to the requestor via email within three (3) business days of the initial request from the County.
- The County may request that the Vendor start work within two (2) business days after a valid Purchase Order has been e-mailed to the Vendor by an appropriate County Representative.

8.2. Urgent Request

- Vendor shall acknowledge an urgent request via email or phone call within one (1) hour of the request being sent by the County.
- Vendor shall be on-site within three (3) hours after the County's initial request. A response time that exceeds the three (3) hours must be approved by the County Representative.
- Vendor shall be paid 1.5x straight time hourly rate(s) in accordance with the fee schedule for urgent requests regardless of the day or time the work is performed.

9. PRICE MODIFICATIONS

9.1. Any requested adjustment shall be fully documented and submitted to the County no less than thirty (30) days prior to the contract anniversary date based on the percent change (up or down) of the Consumer Price Index (CPI). Retroactive price adjustments are not authorized. All requests must be submitted to the County Representative or designee. Any approved cost adjustments shall become effective as of the anniversary date or upon Procurement Director/Board approval.

- Contractor shall provide supporting documentation justifying price increases (examples: Contractor's material agreements, distributor invoices, proof of fuel increases, etc.).
- County Representative or designee shall analyze prices to determine if increases are fair and reasonable using the following methods: price competition (reviewing competitive bids or offers), market prices, historical prices, or independent estimates.
- Contractor shall continue to fill all purchase orders received at the current agreement prices during the review process.
- The Procurement Director has the authority to approve price adjustments in accordance with the Procurement Ordinance, as amended. The bid tabulation shall be modified with the price increases, or an amendment process as required, and uploaded into the County's Finance system.
- Price increase requests are not guaranteed. If approved, the Procurement Director or designee will notify the Contractor in writing with the effective date of any approved price increases.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, considered excessive, or if decreases are deemed insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, a contract termination will have to be processed.

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10. SAFETY

10.1. The awarded Vendors shall comply with all Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), the National Institute of Occupational Safety Hazards (NIOSH), the American National Standards Institute (ANSI), the National Fire Protection Association (NFPA), the Crane Manufacturers Association of America, Inc. (CMAA), National Electric Code (NEC), American Society of Mechanical Engineers (ASME), State and County regulations while performing work under the resultant Contract. Vendor shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

10.2. Barricades shall be provided and utilized by the Vendor when work is performed in public areas, or when deemed necessary by the County.

10.3. Hazardous conditions shall be immediately reported to the County.

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Exhibit B

Fee Schedule

following this page (containing 1 pages)

ITB #23-8095R

Maintenance and Repair of Balers, Compactors, and Roll-off Equipment

Exhibit B
Fee Schedule

Description	Unit	Unit Price
Supervisor	Per Hour	$ 150.00
Service Technician	Per Hour	$ 125.00
Service Truck Charge: Includes Welder, Air Compressor, Tools, Fuel, Travel Time, and Insurance (One charge per day regardless of how many sites are visited)	Per Service	$ 600.00
Shop Charge: Includes Welder, Air Compressor, Tools, and Insurance (Charged per in shop service / day)	Per Service	$ 640.00
Markups for Repairs and Replacements		
Parts and Materials Markup Percent		10%
Rental Equipment Markup Percent		10%
Subcontractor Markup Percent		15%
After hours and urgent work		1.5 X Straight Time Hourly

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Other Exhibit/Attachment

Description: Federal Contract Provisions and Assurances

☒ following this page (containing 11 pages)

☐ this exhibit is not applicable

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

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EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

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number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

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union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name ABG FABRICATION, LLC

Date 7/22/2024

Authorized Signature _____

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

ABG FABRICATION, LLC

By: _____
Signature

Jim Kraffert GM/Partner
Name and Title

4284 ENTERPRISE AVE
Street Address

NAPLES, FL 34104
City, State, Zip

WPAHQ9AA4124
UEI Unique Entity Identifier (for SAM.gov verification)

7/22/2024
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

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COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
ABG FABRICATION, LLC	47-2373473	83,370.00

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? (A SERVICE DISABLED VETERAN?		IS THE ACTIVITY OF THIS CONTRACT:	
	VETERAN (Y) N	CONSTRUCTION?	Y (N)
	DBE? Y N	CONSULTATION?	Y (N)
	MBE? Y N	OTHER?	(Y) N
	WBE? Y N		
	SDB 8A? Y N		

IS THIS SUBMISSION A REVISION? Y (N) IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Jim Kraffert	7/22/2024	GM/Partner
EMAIL ADDRESS OF PRIME (SUBMITTER)	TELEPHONE NUMBER	FAX NUMBER
JKRAFFERT@ABGFABRICATIONLLC.com	239-330-8796	

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

CAO

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

ABG FABRICATION, LLC
Contractor (Firm Name)

Signature of Contractor's Authorized Official

Jim Kraffert GM/Partner
Name and Title of Contractor's Authorized Official

7/22/2024
Date

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[ABG FABRICATION LLC] RESPONSE DOCUMENT REPORT

GEN No. 23-8095R

Maintenance and Repair of Balers, Compactors & Roll-off Equipment

RESPONSE DEADLINE: July 25, 2024 at 3:00 pm

Report Generated: Thursday, July 25, 2024

ABG Fabrication LLC Response

CONTACT INFORMATION

Company:
ABG Fabrication LLC

Email:
jkraffert@abgfabricationllc.com

Contact:
Jim Kraffert

Address:
4284 Enterprise Ave
Naples, FL 34104

Phone:
(941) 232-9855

Website:
www.abgfabricationllc.com

Submission Date:
Jul 22, 2024 3:57 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 11, 2024 3:56 PM by Jim Kraffert

Addendum #2
Confirmed Jul 11, 2024 3:56 PM by Jim Kraffert

Addendum #3
Confirmed Jul 11, 2024 3:56 PM by Jim Kraffert

Addendum #4
Confirmed Jul 11, 2024 3:56 PM by Jim Kraffert

Addendum #5
Confirmed Jul 18, 2024 1:04 PM by Jim Kraffert

QUESTIONNAIRE

1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

2. General Bid Instructions*

General Bid instructions have been acknowledged and accepted.

Confirmed

3. Collier County Purchase Order Terms and Conditions*

Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.

Confirmed

4. Insurance Requirements*

Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommended Award.

Confirmed

5. Bid Schedule*

Please upload using **EXCEL** format.

Collier_Bid_Schedule_Solid_Waste.xlsx

6. Vendor Declaration Statement (Form 1)*

Vendor_Declaration.pdf

7. Conflict of Interest Certification (Form 2)**

Conflict_of_Interest.pdf

8. Immigration Affidavit Certification (Form 3)*

Immigration_Affidavit.pdf

9. Certification for Claiming Status as a Local Business (Form 4) IF APPLICABLE

Collier or Lee County Business Tax Receipt should be attached with your submittal to be considered.

COLLIER_COUNTY_TAX_CERT.pdf

10. Grant Forms (Form 5)*

Grant_Form_5-FEMA.pdf

11. E-Verify*

endor **MUST** be enrolled in the E-Verify - https://www.e-verify.gov/ at the time of submission of the proposal/bid. **E-Verify Memorandum of Understanding or Company Profile page** should be attached with your submittal

MOU_E-Verify.pdf

12. Proof of Status from Division of Corporations - Florida Department of State (SunBiz)**

http://dos.myflorida.com/sunbiz/ should be attached with your submittal.

Sun_Biz.pdf

13. Signed Addenda All addenda have been signed and attached.

Please attached signed Addenda if applicable.

Addenums_23-8095R.pdf

14. W-9 Form*

W-9.pdf

15. Miscellaneous Documents

Upload any additional documents

2024_COI_Collier_County.pdf
Auto_Insurance.pdf
Reference_Questionaire.pdf
Check_List-Bid.pdf

16. State of Florida (Select County if Vendor is described as a Local Business)

Collier County

PRICE TABLES

TOTAL BID AMOUNT

Please submit in EXCEL format as well.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Total Bid	1	Total	$83,370.00	$83,370.00
TOTAL					**$83,370.00**

Collier County
Procurement Services Division

Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 18 day of JULY, 20 24 in the County of COLLIER, in the State of FL.

Firm's Legal Name:	ABG FABRICATION, LLC
Address:	4284 ENTERPRISE AVE
City, State, Zip Code:	NAPLES, FL 34104
Florida Certificate of Authority Document Number	FEIN: 47-2373973
Federal Tax Identification Number	
*CCR # or CAGE Code *Only if Grant Funded	
Telephone:	239-330-8796
Email:	JKRAFFERT@ABGFABRICATION LLC.COM
Signature by: (Typed and written)	
Title:	JIM KRAFFERT, GM/PARTNER

Additional Contact Information

Send payments to: (required if different from above)
Company name used as payee: ABG FABRICATION, LLC

Contact name: JIM KRAFFERT

Title: GM / PARTNER

Address: 4284 ENTERPRISE AVE

City, State, ZIP: NAPLES, FL 34104

Telephone: 239-330-8796

Email: JKRAFFERT@ABGFABRICATIONLLC.COM

Office servicing Collier County to place orders (required if different from above)

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

Collier County
Procurement Services Division

Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:
1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

ABG FABRICATION, LLC
Company Name

Signature

Jim Kraffert, GM/Partner
Print Name and Title

State of FL

County of Collier

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of July (month), 2024 (year), by James D Kraffert (name of person acknowledging).

(Signature of Notary Public)

Denisse Nenninger
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

FL DL
Type of Identification Produced

DENISSE NENNINGER
Notary Public - State of Florida
Commission # HH 069028
My Comm. Expires Dec 3, 2024
Bonded through National Notary Assn.

Collier County
Procurement Services Division

Form 3: Immigration Affidavit Certification

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (https://www.e-verify.gov/), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.*

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

ABG FABRICATION, LLC
Company Name

Signature

Jim Kraffert, GM/PARTNER
Print Name and Title

State of FL

County of Collier

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18TH day of July (month), 2024 (year), by James D. Kraffert (name of person acknowledging).

(Signature of Notary Public)

Denisse Nenninger
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

FL DL
Type of Identification Produced

DENISSE NENNINGER
Notary Public - State of Florida
Commission # HH 069028
My Comm. Expires Dec 3, 2024
Bonded through National Notary Assn.

COLLIER COUNTY BUSINESS TAX

BUSINESS TAX NUMBER: 141910

COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2024**

LOCATION: 4284 ENTERPRISE AVE #14
ZONED: INDUSTRIAL
BUSINESS PHONE: 330-8796
STATE OR COUNTY LIC #:

LEGAL FORM
LLC

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

ABG FABRICATION LLC

BERGGREN, FRANKLIN
4284 ENTERPRISE AVE #14
NAPLES, FL 34104

2-5 EMPLOYEES
CLASSIFICATION: WELDING SERVICE
CLASSIFICATION CODE: 03708201

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities
nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-
DATE 08/04/2023
AMOUNT 22.0
RECEIPT WWW-24-0008764

Rob Stoneburner

COLLIER COUNTY BUSINESS TAX

BUSINESS TAX NUMBER: 141909

COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2024**

LOCATION: 4284 ENTERPRISE AVE #14
ZONED: INDUSTRIAL
BUSINESS PHONE: 330-8796
STATE OR COUNTY LIC #: MV92138

LEGAL FORM
LLC

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

ABG FABRICATION LLC

BERGGREN, FRANKLIN
4284 ENTERPRISE AVE #14
NAPLES, FL 34104

2-5 EMPLOYEES
CLASSIFICATION: AUTO REPAIR OR MAINTENANCE SERVICE
CLASSIFICATION CODE: 03700201

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities
nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-
DATE 07/24/2023
AMOUNT 22.00
RECEIPT 504-24-00070735

Rob Stoneburner

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

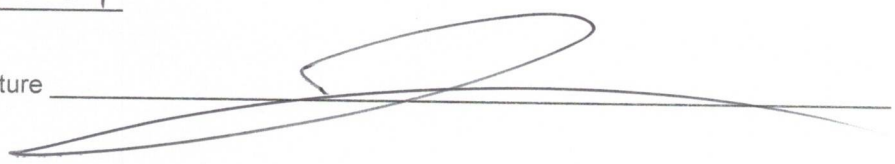
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name ABG FABRICATION, LLC

Date 7/22/2024

Authorized Signature 

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

ABG FABRICATION, LLC

By: _____
Signature

Jim Keaffert GM/Partner
Name and Title

4284 ENTERPRISE AVE
Street Address

NAPLES, FL 34104
City, State, Zip

WPAHQ9AA4124
UEI Unique Entity Identifier (for SAM.gov verification)

7/22/2024
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
ABG FABRICATION, LLC	47-2373173	83,370.00

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?

VETERAN (Y) N
DBE? Y N
MBE? Y N
WBE? Y N
SDB 8A? Y N

IS THE ACTIVITY OF THIS CONTRACT...
CONSTRUCTION ? Y (N)
CONSULTATION? Y (N)
OTHER? (Y) N

IS THIS SUBMISSION A REVISION? Y (N) IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Jim Kraffert	7/22/2024	GM/Partner
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
JKRAFFERT@ABGFABRICATIONLLC.com	239-330-8796	

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

ABG FABRICATION, LLC
Contractor (Firm Name)

Signature of Contractor's Authorized Official

Jim Kraffert GM/Partner
Name and Title of Contractor's Authorized Official

7/22/2024
Date

Company ID Number: 301273 Client Company ID Number: 1888575

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the ABG Fabrication, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. ABG Fabrication, LLC (Employer) hereby designates and appoints DecisionHR USA, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 301273 **Client Company ID Number:** 1888575

Approved by:

Employer ABG Fabrication, LLC	
Name (Please Type or Print) Jim Kraffert	**Title**
Signature Electronically Signed	**Date** 06/01/2023
E-Verify Employer Agent DecisionHR USA, Inc.	
Name (Please Type or Print) Rohan Darbar	**Title**
Signature Electronically Signed	**Date** 06/01/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/01/2023

Company ID Number: 301273 **Client Company ID Number:** 1888575

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	ABG Fabrication, LLC
Company Facility Address	4284 Enterprise Avenue Unit 14 Naples, FL 34104
Company Alternate Address	
County or Parish	COLLIER
Employer Identification Number	472373973
North American Industry Classification Systems Code	332
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 301273 **Client Company ID Number:** 1888575

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 301273 **Client Company ID Number:** 1888575

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jim Kraffert
Phone Number	2393308796
Fax	
Email	jkraffert@abqfabricationllc.com

Company ID Number: 301273

Client Company ID Number: 1888575

This list represents the first 20 Program Administrators listed for this company.

23-8095R Bid Schedule

Preventative Maintenance, Repair and Replacement

Quantities listed are for evaluation purposes only.

Rates

Description	Unit	Quantity*	Unit Price	Extended Price
Supervisor	**Per Hour**	**150**	**$ 150.00**	**$22,500.00**
Service Technician	**Per Hour**	**350**	**$ 125.00**	**$43,750.00**
Service Truck Charge: Includes Welder, Air Compressor, Tools, Fuel, Travel Time, and Insurance (One charge per day regardless of how many sites are visited)	**1 Service**	**20**	**$ 600.00**	**$12,000.00**
Shop Charge: Includes Welder, Air Compressor, Tools, and Insurance (Charged per in shop service / day)	**1 Service**	**8**	**$ 640.00**	**$5,120.00**
			Total Bid	**$83,370.00**

Markups for Repairs and Replacements	
Parts and Materials Markup Percent	10%
Rental Equipment Markup Percent	10%
Subcontractor Markup Percent	15%
After hours and urgent work	1.5 X Straight Time Hourly



Detail by Entity Name

Florida Limited Liability Company
ABG FABRICATION LLC

Filing Information

Document Number	L14000179850
FEI/EIN Number	47-2373973
Date Filed	11/20/2014
Effective Date	11/20/2014
State	FL
Status	ACTIVE

Principal Address

4284 Enterprise Ave.
Unit 14
NAPLES, FL 34104

Changed: 08/31/2017

Mailing Address

4284 Enterprise Ave.
Unit 14
NAPLES, FL 34104

Changed: 08/31/2017

Registered Agent Name & Address

BERGGREN, FRANKLIN S
5821 PAINTED LEAF LANE
NAPLES, FL 34116

Authorized Person(s) Detail

Name & Address

Title MGR

BERGGREN, FRANKLIN S
5821 PAINTED LEAF LANE
NAPLES, FL 34116

Title MGR

ANDREWS, PIERRE
13 BUTTERFIELD TRAIL
NAPLES, FL 34113

Annual Reports

Report Year	Filed Date
2022	04/20/2022
2023	04/13/2023
2024	04/13/2024

Document Images

04/13/2024 -- ANNUAL REPORT	View image in PDF format
04/13/2023 -- ANNUAL REPORT	View image in PDF format
04/20/2022 -- ANNUAL REPORT	View image in PDF format
02/28/2021 -- ANNUAL REPORT	View image in PDF format
04/30/2020 -- ANNUAL REPORT	View image in PDF format
08/31/2019 -- ANNUAL REPORT	View image in PDF format
08/29/2018 -- ANNUAL REPORT	View image in PDF format
08/31/2017 -- ANNUAL REPORT	View image in PDF format
04/30/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
11/20/2014 -- Florida Limited Liability	View image in PDF format

Collier County
Procurement Services Division

Email: Leeann.Charles @colliercountyfl.gov
Telephone: (239) 252-4270

Addendum #1

Date: May 30, 2024

From: Leeann Charles, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1 23-8095R Maintenance and Repair of Balers, Compactors & Roll-Equipment

The following clarifications are issued as an addendum:

Change 1: Extend Bid Due Date

The **"Bid Due Date"** has been extended from ~~May 30, 2024, at 3:00 pm EST~~ to **June 13, 2024, at 3:00 pm EST**

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com/) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 7/18/24 Date

ABG FABRICATION, LLC
(Name of Firm)

Collier County
Procurement Services Division

Email: Leeann.Charles @colliercountyfl.gov
Telephone: (239) 252-4270

Addendum #2

Date: June 13, 2024

From: Leeann Charles, Procurement Manager

To: Interested Bidders

Subject: Addendum #2 23-8095R Maintenance and Repair of Balers, Compactors & Roll-Equipment

The following clarifications are issued as an addendum:

Change 1: Extend Bid Due Date

The **"Bid Due Date"** has been extended from ~~June 13, 2024, at 3:00 pm EST~~ to **June 27, 2024, at 3:00 pm EST**

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com/) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 7/18/24 Date

ABG FABRICATION, LLC
(Name of Firm)

Collier County
Procurement Services Division

Email: Leeann.Charles @colliercountyfl.gov
Telephone: (239) 252-4270

Addendum #3

Date: June 27, 2024

From: Leeann Charles, Procurement Manager

To: Interested Bidders

Subject: Addendum #3 23-8095R Maintenance and Repair of Balers, Compactors & Roll Equipment

The following clarifications are issued as an addendum:

Change 1: Extend Bid Due Date

The **"Bid Due Date"** has been extended from ~~June 27, 2024, at 3:00 pm EST~~ to **July 11, 2024, at 3:00 pm EST**

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com/) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) Date 7/18/24

ABG FABRICATION, LLC
(Name of Firm)

Collier County
Procurement Services Division

Email: Leeann.Charles @colliercountyfl.gov
Telephone: (239) 252-4270

Addendum #4

Date: July 11, 2024

From: Leeann Charles, Procurement Manager

To: Interested Bidders

Subject: Addendum #4 23-8095R Maintenance and Repair of Balers, Compactors & Roll Equipment

The following clarifications are issued as an addendum:

Change 1: Extend Bid Due Date

The **"Bid Due Date"** has been extended from ~~July 11, 2024, at 3:00 pm EST~~ to **July 18, 2024, at 3:00 pm EST**

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com/) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) Date 7/18/24

ABG FABRICATION, LLC
(Name of Firm)

Collier County
Procurement Services Division

Email: Leeann.Charles @colliercountyfl.gov
Telephone: (239) 252-4270

Addendum #5

Date: July 18, 2024

From: Leeann Charles, Procurement Manager

To: Interested Bidders

Subject: Addendum #5 23-8095R Maintenance and Repair of Balers, Compactors & Roll Equipment

The following clarifications are issued as an addendum:

Change 1: Extend Bid Due Date

The **"Bid Due Date"** has been extended from ~~July 18, 2024, at 3:00 pm EST~~ to **July 25, 2024, at 3:00 pm EST**

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com/) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 7/18/24 Date

ABH FABRICATION, LLC
(Name of Firm)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ABG Fabrication, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4284 ENTERPRISE AVE

Requester's name and address (optional)

6 City, state, and ZIP code

NAPLES, FL 34104

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	2	3	7	3	9	7	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/20/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY) 05/22/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bruce Hendry Insurance
711 W. Main Street
Immokalee, FL 34142
L023031

CONTACT NAME:
PHONE (A/C, No, Ext): 239-657-3614 FAX (A/C, No): 239-657-6468
E-MAIL ADDRESS: karen@brucehendryinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : MESA UNDERWRITERS SPEC INS CO	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ABG FABRICATION LLC

4284 ENTERPRISE AVE, UNIT 14
NAPLES, FL 34104
(239)280-8428

COVERAGES PROD / CUSTOMER ID: CERTIFICATE #: REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY [ ] ALL OWNED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS [X] USED IN GARAGE BUSINESS			Renewal of MP0009003010359	05/12/2024	05/12/2025	AUTO ONLY (Ea accident)	$ 1,000,000
							OTHER THAN AUTO ONLY: EA ACCIDENT	$ 1,000,000
							OTHER THAN AUTO ONLY: AGGREGATE	$ 2,000,000
A	GARAGE KEEPERS LIABILITY [X] LEGAL LIABILITY [ ] DIRECT BASIS [ ] PRIMARY [ ] EXCESS			Renewal of MP0009003010359	05/12/2024	05/12/2025	[X] COMP/OTC LOC	$ 100,000
							[ ] SPECIFIED PERILS LOC	$
							[X] COLLISION LOC	$ 100,000
							LOC	$
	[ ] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under REMARKS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE-PLACING/INSTALLATION OF PRE-FABRICATED BEDS

CERTIFICATE HOLDER
COLLIER COUNTY BOARD
OF COMMISSIONERS
3327 TAMIAMI TRAIL E
NAPLES, FL 34119

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Karen Hendry

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Ted Burkhardt
7345 Davis Blvd Suite 7

Naples FL 341045305

CONTACT NAME: Ted Burkhardt
PHONE (A/C, No, Ext): 239-774-5400 **FAX (A/C, No):**
E-MAIL ADDRESS: ted.burkhardt.bzk6@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ABG FABRICATION LLC
4284 ENTERPRISE AVE

NAPLES FL 341047068

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	L63 6733-A27-59A	01/27/2024	07/27/2024	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			K72 6942-C26-59A	03/26/2024	09/26/2024	BODILY INJURY (Per person)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			L95 3658-A05-59	07/05/2024	01/05/2025	BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ted Burkhardt

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Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 23-8095R

Reference Questionnaire for: ABG FABRICATION

(Name of Company Requesting Reference Information) ~~CITY OF NAPLES~~ ABG FABRICATION

(Name of Individuals Requesting Reference Information)

Name: Mike Shows
(Evaluator completing reference questionnaire)

Company: CITY OF NAPLES
(Evaluator's Company completing reference)

Email: MSHOWS@NAPLES-GOV FAX:

Telephone: 239-213-4747

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Abiltity to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

Collier County
Procurement Services Division

Vendor Check List

IMPORTANT: Please review carefully and submit with your Proposal/Bid. All applicable documents shall be submitted electronically through BidSync. Vendor should checkoff each of the following items. Failure to provide the applicable documents may deem you non-responsive/non-responsible.

- [x] General Bid Instructions has been acknowledged and accepted.
- [x] Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.
- [x] Form 1: Vendor Declaration Statement
- [x] Form 2: Conflict of Interest Certification
- [x] Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - http://dos.myflorida.com/sunbiz/ should be attached with your submittal.
- [x] Vendor **MUST** be enrolled in the E-Verify - https://www.e-verify.gov/ at the time of submission of the proposal/bid.
- [ ] Form 3: Immigration Affidavit Certification **MUST** be signed and attached with your submittal.
- [x] E-Verify Memorandum of Understanding or Company Profile page should be attached with your submittal.
- [x] Form 4: Reference Questionnaire form must be utilized for each requested reference and included with your submittal, if applicable to the solicitation.
- [ ] Form 5: Grant Provisions and Assurances package in its entirety, **if applicable**, are executed and should be included with your submittal.
- [x] Vendor W-9 Form.
- [x] Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommend Award.
- [x] The Bid Schedule has been completed and attached with your submittal, applicable to bids.
- [ ] Copies of all requested licenses and/or certifications to complete the requirements of the project.
- [x] All addenda have been signed and attached.
- [ ] County's IT Technical Architecture Requirements has been acknowledged and accepted, if applicable.
- [ ] Any and all supplemental requirements and terms has been acknowledged and accepted, if applicable.

Project Manager: Donna Deeter
Procurement Strategist: Leeann Charles

Number of Bids Sent	1,875
Number of Bids Viewed:	481
Number of Bids Received:	3

23-8095R Bid Tabulation

Preventative Maintenance, Repair and Replacement

Quantities listed are for evaluation purposes only.

RATES			ABG Fabrication		C&D Industrial Maintenance		Non-Responsive: Synergy Waste Management	
Description	**Unit**	**Quantity***	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
Supervisor	Per Hour	150	$150.00	$22,500.00	$ 400.00	$60,000.00	$ 100.00	$15,000.00
Service Technician	Per Hour	350	$125.00	$43,750.00	$ 400.00	$140,000.00	$ 100.00	$35,000.00
Service Truck Charge: Includes Welder, Air Compressor, Tools, Fuel, Travel Time, and Insurance (One charge per day regardless of how many sites are visited)	1 Service	20	$ 600.00	$12,000.00	$ 1,000.00	$20,000.00	$ 187.50	$3,750.00
Shop Charge: Includes Welder, Air Compressor, Tools, and Insurance (Charged per in shop service / day)	1 Service	8	$ 640.00	$5,120.00	$ 1,500.00	$12,000.00	$ -	$0.00
			Total Bid	$83,370.00		$232,000.00		$53,750.00
Markups for Repairs and Replacements								
Parts and Materials Markup Percent								10%
Rental Equipment Markup Percent								10%
Subcontractor Markup Percent								15%
After hours and urgent work								1.5 X Straight Time Hourly

Required Documents	ABG Fabrication	C&D Industrial Maintenance	Synergy Waste Management
	YES/NO	YES/NO	YES/NO
Bid Schedule	YES	YES	YES
Form 1: Vendor Declaration Statement	YES	YES	NO
Form 2: Conflict of Interest Certification Affidavit	YES	YES	NO
Form 3: Immigration Affidavit Certification	YES	YES	NO
Form 4: Local Vendor Preference	NO	NO	NO
Form 5: Grant Form	YES	YES	YES
Business Tax Receipt	YES	NO	NO
W-9	YES	YES	YES
Sun Biz	YES	YES	YES
E-Verify	YES	YES	YES
Addendums	YES	NO*	NO*
Insurance	YES	YES	NO

*Minor Irregularity

Opended By: Leeann Charles
Witnessed By: Matt Webster
Date: July 25, 2024 at 3:00 PM EST

Executive Summary

Recommendation that the Board of County Commissioners, as ex-officio the Governing Board of the Collier County Water-Sewer District (CCWSD), award Request for Professional Services No. 24-8211 for "Design Services for South County Water Reclamation Facility Electrical Service #1 Upgrades" to Johnson Engineering, LLC, in the amount of $501,897, and authorize the Chairman to sign the attached Agreement. (Project 70288)

OBJECTIVE: To obtain professional engineering design and construction administration services for the South County Water Reclamation Facility Electrical Service #1 Upgrades (the "Project").

CONSIDERATIONS: Collier County Water Sewer District (CCWSD) has established GIS-based integrated Enterprise Asset Management (EAM) where assets are routinely evaluated and conditions in the field updated by Operations Divisions and, where appropriate, they are listed under the Capital Improvements Plan (CIP) for Engineering and Project Management to implement the soonest possible. CCWSD EAM drives the priorities for investment in our Critical Infrastructure where replacements, re-hab, and repairs are planned and implemented prior to failure (Cat Red-F and Red-E) that would result in Utility Service outages and negative customer service impact. The Engineering and Project Management Division of the Public Utilities Department has completed QA/QC and programmed this project.

Much of the power distribution system equipment at the South County Water Reclamation Facility has been in use for twenty years or more and has reached its useful life. The Project will replace, in its entirety, the main switchgear for Electrical Service #1 and its two backup diesel generators. The replacement will analyze room for expansion or multiple feed capabilities, which are not currently available. All other facility/equipment improvements and replacements necessary to replace the main switchgear are included in the Project.

On August 13, 2024 (Agenda Item 16.C.1) the Board approved the selection committee ranking for Request for Professional Services No. 24-8211, "Design Services for the South County Water Reclamation Facility Electrical Service #1 Upgrades," and authorized staff to enter into negotiations with the top-ranked firm, Johnson Engineering, LLC ("Johnson").

Johnson originally presented a proposal in the amount of $531,186, which staff negotiated down to $501,897 following a series of negotiation sessions coordinated by the Procurement Services Division. The construction cost for the Project is estimated at $7 Million. Staff recommends that the Board approve the attached Agreement with Johnson in the negotiated amount of $501,897 to provide the detailed scope of engineering services required for the Project. The Board's approval of this item will also be an acknowledgment of the cost reasonableness of the contract amount based upon staff's competitive negotiation as required by the Consultants Competitive Negotiations Act, Florida Statute §287.055.
Johnson has provided engineering services for the County on prior projects over the past 30 years. Johnson is currently the design entity for the North County Water Reclamation Facility Electrical Services Number One Upgrade Project.

The South County Water Reclamation Facility Electrical Service #1 Upgrades will provide a new main switchgear for Electrical Service #1 and its two backup diesel generators, consistent with the Infrastructure and Asset Management element of the Collier County Strategic Plan objectives, and FY 2025 Budget approved by the Board on September 19, 2024.

FISCAL IMPACT: The source of funding is the Wastewater User Fee Capital Fund (4014). A total of $501,897 is available in Project 70288.

GROWTH MANAGEMENT IMPACT: The Project meets current Growth Management Plan standards to ensure the adequacy and availability of viable public facilities.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: Recommendation that the Board of County Commissioners, as ex-officio the Governing Board of the Collier County Water-Sewer District (CCWSD), award Request for Professional Services No. 24-8211 for "Design Services for South County Water Reclamation Facility Electrical Service #1 Upgrades" to Johnson Engineering, LLC, in the amount of $501,897, and authorize the Chairman to sign the attached Agreement. (Project 70288)

PREPARED BY: Adrian Carmenate, PMP, Project Manager II, Public Utilities Department, Engineering and Project Management Division

ATTACHMENTS:
1. 24-8211_VendorSigned_Johnson
2. COI in Compliance

PROFESSIONAL SERVICES AGREEMENT

Contract # 24-8211

for

"Design Services for South County Water Reclamation Facility Electrical Service #1 Upgrades"

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ___ by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and Johnson Engineering, LLC authorized to do business in the State of Florida, whose business address is 2122 Johnson Street, Fort Myers, FL 33901 (hereinafter referred to as the "CONSULTANT" and/or "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY desires to obtain the professional services of the CONSULTANT concerning Design Services for South County Water Reclamation Facility Electrical Service #1 (hereinafter referred to as the "Project"), said services in accordance with the provisions of Section 287.055, Florida Statutes being more fully described in Schedule A, "Scope of Services", which is attached hereto and incorporated herein;

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and;

WHEREAS, the CONSULTANT represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONSULTANT'S RESPONSIBILITY

1.1. CONSULTANT shall provide to COUNTY professional services in all phases of the Project to which this Agreement applies.

1.2. The Basic Services to be performed by CONSULTANT hereunder are set forth in the Scope of Services described in detail in Schedule A. The total compensation to be paid CONSULTANT by the COUNTY for all Basic Services is set forth in Article Five and Schedule B, "Basis of Compensation", which is attached hereto and incorporated herein.

1.3. The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.4. The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services to the COUNTY.

1.5. CONSULTANT designates Wayne Wright a qualified licensed professional to serve as the CONSULTANT's project coordinator (hereinafter referred to as the "Project Coordinator"). The Project Coordinator is authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. Further, the Project Coordinator has full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to this Agreement. The CONSULTANT agrees that the Project Coordinator shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The Project Coordinator shall not be removed by CONSULTANT from the Project without the COUNTY's prior written approval, and if so removed must be immediately replaced with a person acceptable to the COUNTY.

1.6. CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the COUNTY to promptly remove and replace the Project Coordinator, or any other personnel employed or retained by the CONSULTANT, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, said request may be made with or without cause. Any personnel so removed must be immediately replaced with a person acceptable to the COUNTY.

1.7. The CONSULTANT represents to the COUNTY that it has expertise in the type of professional services that will be performed pursuant to this Agreement and has extensive experience with projects similar to the Project required hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the COUNTY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all applicable laws, statutes, including but not limited to ordinances, codes, rules, regulations and requirements of any governmental agencies, and the Florida Building Code where applicable, which regulate or have jurisdiction over the Services to be provided and performed by CONSULTANT hereunder, the Local Government Prompt Payment Act (218.735 and 218.76 F.S.), as amended, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communications, Government and Public Affairs Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

1.8. In the event of any conflicts in these requirements, the CONSULTANT shall notify the COUNTY of such conflict and utilize its best professional judgment to advise the COUNTY regarding resolution of each such conflict. The COUNTYS approval of the design documents in no way relieves CONSULTANT of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

1.9. The COUNTY reserves the right to deduct portions of the (monthly) invoiced (task) amount for the following: Tasks not completed within the expressed time frame, including required deliverables, incomplete and/or deficient documents, failure to comply with local, state and/or federal requirements and/or codes and ordinances applicable to CONSULTANT's performance of the work as related to the project. This list is not deemed to be all-inclusive, and the COUNTY reserves the right to make sole determination regarding deductions. After notification of deficiency, if the CONSULANT fails to correct the deficiency within the specified timeframe, these funds would be forfeited by the CONSULTANT. The COUNTY may also deduct or charge the CONSULTANT for services and/or items necessary to correct the deficiencies directly related to the CONSULTANT's non-performance whether or not the COUNTY obtained substitute performance.

1.10. CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. CONSULTANT shall provide the COUNTY prompt written notice of any such subpoenas.

1.11. As directed by the COUNTY, all plans and drawings referencing a specific geographic area must be submitted in an AutoCAD DWG or MicroStation DGN format on a CD or DVD, drawn in the Florida State Plane East (US Feet) Coordinate System (NAD 83/90). The drawings should either reference specific established Survey Monumentation, such as Certified Section Corners (Half or Quarter Sections are also acceptable), or when implemented, derived from the RTK (Real-Time Kinematic) GPS Network as provided by the COUNTY. Information layers shall have common naming conventions (i.e. right-of-way - ROW, centerlines - CL, edge-of-pavement - EOP, etc.), and adhere to industry standard CAD specifications.

ARTICLE TWO
ADDITIONAL SERVICES OF CONSULTANT

2.1. If authorized in writing by the COUNTY through a Change Order or Amendment to this Agreement, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in Article Two herein. The agreed upon scope, compensation and schedule for Additional Services shall be set forth in the Change Order or Amendment authorizing those Additional Services. With respect to the individuals with authority to authorize Additional Services under this Agreement, such authority will be as established in the COUNTY's Procurement Ordinance and Procedures in effect at the time such services are authorized. These services will be paid for by the COUNTY as indicated in Article Five and Schedule B. Except in an emergency endangering life or property, any Additional Services must be approved in writing via a Change Order or an Amendment to this Agreement prior to starting such services. The COUNTY will not be responsible for the costs of Additional Services commenced without such express prior written approval. Failure to obtain such prior written approval for Additional Services will be deemed: (i) a waiver of any claim by CONSULTANT for such Additional Services and (ii) an admission by CONSULTANT that such Work is not additional but rather a part of the Basic Services required of CONSULTANT hereunder. If the COUNTY determines that a change in the Agreement is required because of the action taken by CONSULTANT in response to an emergency, an Amendment shall be issued to document the consequences of the changes or variations, provided that CONSULTANT has delivered written notice to the COUNTY of the emergency within forty-eight (48) hours from when CONSULTANT knew or should have known of its occurrence. Failure to provide the forty-eight (48) hour written notice noted above, waives CONSULTANT's right it otherwise may have had to seek an adjustment to its compensation or time of performance under this Agreement. The following services, if not otherwise specified in Schedule A as part of Basic Services, shall be Additional Services:

2.1.1 Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans, bond issues or advances in connection with the Project.

2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, the COUNTY's schedule or character of construction; and revising studies, reports, design documents or Contract Documents previously accepted by the COUNTY when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control and fault.

2.1.3 Providing renderings or models for the COUNTY's use.

2.1.4 Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting the COUNTY in obtaining such process licensing.

2.1.5 Furnishing services of independent professional associates and consultants for other than the Basic Services to be provided by CONSULTANT hereunder.

2.1.6 Services during travel outside of Collier and Lee Counties required of CONSULTANT and directed by the COUNTY, other than visits to the Project site or the COUNTY's office.

2.1.7 Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.

2.1.8 Preparing to serve or serving as a CONSULTANT or witness for the COUNTY in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).

2.1.9 Additional services rendered by CONSULTANT in connection with the Project, not otherwise provided for in this Agreement or not customarily furnished in Collier County as part of the Basic Services in accordance with generally accepted professional practice.

ARTICLE THREE
THE COUNTY'S RESPONSIBILITIES

3.1. The COUNTY shall designate in writing a project manager to act as the COUNTY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define the COUNTY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Manager is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

a. The scope of services to be provided and performed by the CONSULTANT hereunder;
b. The time the CONSULTANT is obligated to commence and complete all such services; or
c. The amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT.

3.2. The Project Manager shall:

a. Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
b. Provide all criteria and information requested by CONSULTANT as to the COUNTY 's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
c. Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the COUNTY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to the Project;

d. Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and
e. Provide notice to CONSULTANT of any deficiencies or defects discovered by the COUNTY with respect to the services to be rendered by CONSULTANT hereunder.

ARTICLE FOUR
TIME

4.1. Services to be rendered by CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the COUNTY for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Milestone Schedule attached hereto and made a part hereof as Schedule C. Time is of the essence with respect to the performance of this Agreement.

4.2. Should CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of nature or of public enemy, acts of government or of the COUNTY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONSULTANT shall notify the COUNTY in writing within five (5) working days after commencement of such delay, stating the specific cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension for that specific delay.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's services from any cause whatsoever, including those for which the COUNTY may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONSULTANT's sole remedy against the COUNTY will be the right to seek an extension of time to its schedule provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of CONSULTANT, the services to be provided hereunder have been delayed for a total of 180 calendar days, CONSULTANT's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONSULTANT, if any, as a result of such delays.

4.4. Should the CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely manner, in addition to any other rights or remedies available to the COUNTY hereunder, the COUNTY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the COUNTY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

4.5. In no event shall any approval by the COUNTY authorizing CONSULTANT to continue performing Work under this Agreement or any payment issued by the COUNTY to CONSULTANT be deemed a waiver of any right or claim the COUNTY may have against CONSULTANT for delay or any other damages hereunder.

ARTICLE FIVE
COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the COUNTY for services rendered hereunder by CONSULTANT shall be as prescribed in Schedule B, entitled "Basis of Compensation", which is attached hereto and made a part hereof. The Project Manager, or designee, reserves the right to utilize any of the following Price Methodologies:

Lump Sum (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the COUNTY to the CONSULTANT; and, as a business practice there are no hourly or material invoices presented, rather, the CONSULTANT must perform to the satisfaction of the COUNTY's Project Manager before payment for the fixed price contract is authorized.

Time and Materials: The COUNTY agrees to pay the contractor for the amount of labor time spent by the CONSULTANT 's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark-up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

5.2. The hourly rates as set forth and identified in Schedule B, which is attached hereto, shall apply only to tasks procured under the Time and Materials pricing methodology specified in paragraph 5.1 above. ☐ **Grant Funded**: The hourly rates as set forth and identified in Schedule B, which is attached hereto, are for purposes of providing estimate(s), as required by the grantor agency.

ARTICLE SIX
THE OWNERSHIP OF DOCUMENTS

6.1. Upon the completion or termination of this Agreement, as directed by the COUNTY, CONSULTANT shall deliver to the COUNTY copies or originals of all records, documents, drawings, notes, tracings, plans, MicroStation or AutoCAD files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for CONSULTANT under this Agreement ("Project Documents"). The COUNTY shall specify whether the originals or copies of such Project Documents are to be delivered by CONSULTANT. CONSULTANT shall be solely responsible for all costs associated with delivering to the COUNTY the Project Documents. CONSULTANT, at its own expense, may retain copies of the Project Documents for its files and internal use.

6.2. Notwithstanding anything in this Agreement to the contrary and without requiring the COUNTY to pay any additional compensation, CONSULTANT hereby grants to the COUNTY a nonexclusive, irrevocable license in all of the Project Documents for the COUNTY's use on this Project. CONSULTANT warrants to the COUNTY that it has full right and authority to grant this license to the COUNTY. Further, CONSULTANT consents to the COUNTY's use of the Project Documents to complete the Project following CONSULTANT's termination for any reason or to perform additions to or remodeling, replacement or renovations of the Project. CONSULTANT also acknowledges the COUNTY may be making Project Documents available for review and information to various third parties and hereby consents to such use by the COUNTY.

ARTICLE SEVEN
MAINTENANCE OF RECORDS

7.1. CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from (a) the date of termination of this Agreement or (b) the date the Project is completed, whichever is later, or such later date as may be required by law. The COUNTY, or any duly authorized agents or representatives of the COUNTY, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE EIGHT
INDEMNIFICATION

8.1. To the maximum extent permitted by Florida law, CONSULTANT shall indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph 8.1.

8.2. To the extent that the Agreement that the work pertains to a "Professional Services Contract" as defined in Section 725.08(3), Florida Statutes, and the CONSULTANT is a "Design Professional" as defined in Section 725.08(4), Florida Statutes, the indemnification provided herein shall be limited as provided in Sections 725.08(1) & (2), Florida Statutes.

ARTICLE NINE
INSURANCE

9.1. CONSULTANT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in SCHEDULE D to this Agreement.

9.2. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

9.3. All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

9.3.1. All insurance policies, other than the Business Automobile policy, Professional Liability policy, and the Workers Compensation policy, provided by CONSULTANT to meet the requirements of this Agreement shall name Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government, as an additional insured as to the operations of CONSULTANT under this Agreement and shall contain a severability of interests' provisions.

9.3.2. Companies issuing the insurance policy or policies shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.

9.3.3. All insurance coverage of CONSULTANT shall be primary to any insurance or self-insurance program carried by the COUNTY applicable to this Project, and the "Other Insurance" provisions of any policies obtained by CONSULTANT shall not apply to any insurance or self-insurance program carried by the COUNTY applicable to this Project.

9.3.4. The Certificates of Insurance must read: **For any and all work performed on behalf of Collier County,** or reference this contract number.

9.3.5. All insurance policies shall be fully performable in Collier County, Florida, and shall be construed in accordance with the laws of the State of Florida.

9.4. CONSULTANT, its subconsultants and the COUNTY shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by the COUNTY, except such rights as they may have to the proceeds of such insurance held by any of them.

9.5. All insurance companies from whom CONSULTANT obtains the insurance policies required hereunder must meet the following minimum requirements:

9.5.1. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

9.5.2. The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

ARTICLE TEN
SERVICES BY CONSULTANT'S OWN STAFF

10.1. The services to be performed hereunder shall be performed by CONSULTANT's own staff, unless otherwise authorized in writing by the COUNTY. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the COUNTY. No provision of this Agreement shall, however, be construed as constituting an agreement between the COUNTY and any such other person or firm. Nor shall anything in this Agreement be deemed to give any such party or any third party any claim or right of action against the COUNTY beyond such as may then otherwise exist without regard to this Agreement.

10.2. Attached as Schedule F is a listing of all key personnel CONSULTANT intends to assign to the Project to perform the Services required hereunder. Such personnel shall be committed to this Project in accordance with the percentages noted in Schedule F. All personnel, identified in Schedule F shall not be removed or replaced without the COUNTY's prior written consent.

10.3. CONSULTANT is liable for all the acts or omissions of its subconsultants or subcontractors. By appropriate written agreement, the CONSULTANT shall require each subconsultant or subcontractor, to the extent of the Services to be performed by the subconsultant or subcontractor, to be bound to the CONSULTANT by the terms of this Agreement, and to assume toward the

CONSULTANT all the obligations and responsibilities which the CONSULTANT, by this Agreement, assumes toward the COUNTY. Each subconsultant or subcontract agreement shall preserve and protect the rights of the COUNTY under this Agreement with respect to the Services to be performed by the subconsultant or subcontractor so that the sub consulting or subcontracting thereof will not prejudice such rights. Where appropriate, the CONSULTANT shall require each subconsultant or subcontractor to enter into similar agreements with its sub-subconsultants or sub-subcontractors.

10.4. CONSULTANT acknowledges and agrees that the COUNTY is a third-party beneficiary of each contract entered into between CONSULTANT and each subconsultant or subcontractor, however nothing in this Agreement shall be construed to create any contractual relationship between the COUNTY and any subconsultant or subcontractor. Further, all such contracts shall provide that, at the COUNTY's discretion, they are assignable to the COUNTY upon any termination of this Agreement.

ARTICLE ELEVEN
WAIVER OF CLAIMS

11.1. CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the COUNTY arising out of this Agreement or otherwise related to the Project, and except those previously made in writing in accordance with the terms of this Agreement and identified by CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of CONSULTANT's services nor payment by the COUNTY shall be deemed to be a waiver of any of the COUNTY's rights against CONSULTANT.

ARTICLE TWELVE
TERMINATION OR SUSPENSION

12.1. CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for the COUNTY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) CONSULTANT's failure to begin services under the Agreement within the times specified under the Notice(s) to Proceed, or (b) CONSULTANT's failure to properly and timely perform the services to be provided hereunder or as directed by the COUNTY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT's principals, officers or directors, or (d) CONSULTANT's failure to obey any laws, ordinances, regulations or other codes of conduct, or (e) CONSULTANT's failure to perform or abide by the terms and conditions of this Agreement, or (f) for any other just cause. The COUNTY may so terminate this Agreement, in whole or in part, by giving the CONSULTANT seven (7) calendar days written notice of the material default.

12.2. If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that the COUNTY otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 12.1, then the notice of termination given pursuant to paragraph 12.1 shall be deemed to be the notice of termination provided for in paragraph 12.3, below, and CONSULTANT's remedies against the COUNTY shall be the same as and be limited to those afforded CONSULTANT under paragraph 12.3, below.

12.3. The COUNTY shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT'S recovery against the COUNTY shall be limited to that portion of

the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against the COUNTY, including, but not limited to, anticipated fees or profits on work not required to be performed. CONSULTANT must mitigate all such costs to the greatest extent reasonably possible.

12.4. Upon termination and as directed by the COUNTY, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement, including those described in Article 6, that are in CONSULTANT's possession or under its control.

12.5. The COUNTY shall have the power to suspend all or any portions of the services to be provided by CONSULTANT hereunder upon giving CONSULTANT two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the CONSULTANT's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

12.6. In the event (i) the COUNTY fails to make any undisputed payment to CONSULTANT within forty-five (45) days after such payment is due or such other time as required by Florida's Prompt Payment Act or (ii) the COUNTY otherwise persistently fails to fulfill some material obligation owed by the COUNTY to CONSULTANT under this Agreement, and (ii) the COUNTY has failed to cure such default within fourteen (14) days of receiving written notice of same from CONSULTANT, then CONSULTANT may stop its performance under this Agreement until such default is cured, after giving THE COUNTY a second fourteen (14) days written notice of CONSULTANT's intention to stop performance under the Agreement. If the Services are so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the CONSULTANT or its subconsultant or subcontractor or their agents or employees or any other persons performing portions of the Services under contract with the CONSULTANT, the CONSULTANT may terminate this Agreement by giving written notice to the COUNTY of CONSULTANT's intent to terminate this Agreement. If the COUNTY does not cure its default within fourteen (14) days after receipt of CONSULTANT's written notice, CONSULTANT may, upon fourteen (14) additional days' written notice to the COUNTY, terminate the Agreement and recover from the COUNTY payment for Services performed through the termination date, but in no event, shall CONSULTANT be entitled to payment for Services not performed or any other damages from the COUNTY.

ARTICLE THIRTEEN
TRUTH IN NEGOTIATION REPRESENTATIONS

13.1. CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

13.2. In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as Schedule E, certifying that wage rates and other factual unit costs supporting the compensation for CONSULTANT's services to be provided under this Agreement are accurate, complete and current at the time of the Agreement. The CONSULTANT agrees that the original

Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE FOURTEEN
CONFLICT OF INTEREST

14.1. CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONSULTANT further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE FIFTEEN
MODIFICATION

15.1. No modification or change in this Agreement shall be valid or binding upon either party unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE SIXTEEN
NOTICES AND ADDRESS OF RECORD

16.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the COUNTY shall be in writing and shall be delivered by hand, email, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following the COUNTY's address of record:

Board of County Commissioners for Collier County, Florida

Division Name: Public Utilties, Engineering and Project Management Div.
Division Director: Matthew McLean

Address: 3339 Tamiami Trail East, Suite 303
Naples, FL 34112

Administrative Agent/PM: Adrian Carmenate
Telephone: 239-252-5381
E-Mail(s): adrian.carmenate@colliercountyfl.gov

16.2. All notices required or made pursuant to this Agreement to be given by the COUNTY to the CONSULTANT shall be made in writing and shall be delivered by hand, email or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following CONSULTANT's address of record:

Company Name: Johnson Engineering, LLC

Address: 2122 Johnson Street,
Fort Myers, FL 33901

Attention Name & Title:	Erik Howard
Telephone:	239-334-0046
E-Mail(s):	elh@johnsoneng.com

16.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE SEVENTEEN
MISCELLANEOUS

17.1. CONSULTANT, in representing the COUNTY, shall promote the best interests of the COUNTY and assume towards the COUNTY a duty of the highest trust, confidence, and fair dealing.

17.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

17.3. This Agreement is not assignable, or otherwise transferable in whole or in part, by CONSULTANT without the prior written consent of the COUNTY.

17.4. Waivers by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

17.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

17.6. This Agreement, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

17.7. Unless otherwise expressly noted herein, all representations and covenants of the parties shall survive the expiration or termination of this Agreement.

17.8. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17.9. The terms and conditions of the following Schedules attached hereto are by this reference incorporated herein:

Schedule A SCOPE OF SERVICES
Schedule B BASIS OF COMPENSATION
Schedule C PROJECT MILESTONE SCHEDULE
Schedule D INSURANCE COVERAGE
Schedule E **CCNA Projects**: TRUTH IN NEGOTIATION CERTIFICATE
Schedule F KEY PERSONNEL
Schedule G Other: _____
Solicitation # #24-8211, including all Attachment(s), Exhibit(s) & Addendum
Consultant's Proposal

17.10. **Grant Funded Projects (only applicable to Grant funded projects):** In the event of any conflict between or among the terms of any of the Contract Documents and/or the COUNTY's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Grant Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the CONSULTANT at the COUNTY's discretion.

ARTICLE EIGHTEEN
APPLICABLE LAW

18.1. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by such laws, rules and regulations of the United States as made applicable to services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE NINETEEN
SECURING AGREEMENT/PUBLIC ENTITY CRIMES

19.1. CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, CONSULTANT shall sign and deliver to the COUNTY the Truth-In-Negotiation Certificate identified in Article 13 and attached hereto and made a part hereof as Schedule E. CONSULTANT's compensation shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

19.2. By its execution of this Agreement, CONSULTANT acknowledges that it has been informed by the COUNTY of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE TWENTY
DISPUTE RESOLUTION

20.1. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of CONSULTANT with full decision-making authority and by the COUNTY's staff person who would make the presentation of any settlement reached during negotiations to the COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of CONSULTANT with full decision-making authority and by the COUNTY's staff person who would make the presentation of any settlement reached at mediation to the COUNTY's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

20.2. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE TWENTY-ONE
IMMIGRATION LAW COMPLIANCE

21.1. By executing and entering into this agreement, the CONSULTANT is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the Florida state law requirements set forth in Florida Statute, §448.095, as may be amended. Failure by the CONSULTANT to comply with the laws referenced herein shall constitute a breach of this agreement and the COUNTY shall have the discretion to unilaterally terminate this Agreement immediately.

[Signature page to follow this page]

******Remainder of page intentionally left blank******

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement the day and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By:_____

Date:_____

BOARD OF COUNTY COMMISSIONERS FOR COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Approved as to Form and Legality:

_____

_____ County Attorney

_____

Name

Johnson Engineering, LLC:

Consultant's Witnesses:

_____

By: Lonnie V. Howard

Witness

Amy Oxendine, marketing manager

Name and Title

LONNIE V. HOWARD, PRESIDENT

Name and Title

Jessica Gosshorn

Witness

Jessica W. Gosshorn

Name and Title

Administrative Assistant

SCHEDULE A

SCOPE OF SERVICES

following this page (pages 1 through 9)

Agreement #24-8211
"Design Services for South County Water Reclamation Facility Electrical Service #1 Upgrades"

SCHEDULE A – SCOPE OF SERVICES

This Scope of services describes the work and the responsibilities of the CONSULTANT and Collier County (hereinafter referred to as the COUNTY) in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the South County Water Reclamation Facility (SCWRF) Electrical Service #1.

The CONSULTANT shall coordinate with the COUNTY throughout the project to assure that the new electrical facilities and/or equipment to be modified or replaced during this project have enough capacity to facilitate the latest projected needs of the plant.

The CONSULTANT shall prepare contract documents including plans, specifications, supporting engineering analysis, calculations, and other technical documents in accordance with COUNTY policy, procedures, standards, and requirements. These contract documents will be used for bidding purposes by the County, and by the CONTRACTOR(s) to build the project and test the project components. These contract documents will also be used by the COUNTY and/or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall ensure that all required design and specification components necessary to build the project are included in the contract documents.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include, but are not limited to, communication with the COUNTY and others as necessary, and management of documentation, time, and resources. The CONSULTANT is expected to know the laws and rules governing their profession and is expected to provide services in accordance with current regulations, codes and ordinances, and recognized standards applicable to such professional services. The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this agreement.

The CONSULTANT shall have qualified Licensed Professionals in the State of Florida sign and seal all documents as required by the applicable professional licensing board. These professionals shall be responsible for the full compliance of the design with all applicable regulations, codes, and ordinances. All work shall be prepared with English units in accordance with the latest editions of all applicable codes, standards, and requirements.

The COUNTY will provide contract administration, management services and reviews of work associated with the development and preparation of the contract documents, including the construction documents. COUNTY technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

CAO

A. PROJECT OBJECTIVES

This project will require the CONSULTANT to develop creative and innovative solutions to operational and physical challenges:

1. The project must be designed for limited to no plant operational downtime. Some features of the plant must remain operational throughout the duration of the project and must have available backup power options should the temporary power solution implemented during construction fail. The design shall ensure adherence to the "PUD Five Ns" throughout the project, which includes, no offsite odor emission, no offsite noise pollution, no offsite dust generation, no offsite spills of materials or substances, and no offsite light emissions.

2. The CONSULTANT will be expected to coordinate with COUNTY staff to develop an approved construction phasing and implementation plan. The construction documents developed by the CONSULTANT shall include all features necessary to assure the contractor can and will follow the approved construction phasing and implementation plan.

3. The CONSULTANT shall determine the safest and most cost-effective solution for replacing the Electrical Service #1 Switchgear and associated standby generators while meeting all applicable code requirements and minimizing the amount of time required for the replacement.

4. The new switchgear shall be located in the existing Electrical Service #1 Building, preferably in the position of the existing switchgear. Additions or modifications to the existing building shall be limited to what is necessary to meet applicable code and safety requirements.

5. Prior to starting any design work, the CONSULTANT must:
    a. Evaluate/inspect the existing structure to determine what building repairs/improvements, if any, will be necessary to address any deficiencies and conform to the latest building codes.
    b. Develop a recommendation report including any/all necessary building repairs and/or improvements necessary and submit the report to the COUNTY for review and approval prior to starting any design work.
    c. As approved by the COUNTY, include all necessary building repairs and improvements in the design documents as part of the overall project.

6. The COUNTY anticipates the new switchgear will consist of and/or include the following features, as appropriate:
    a. Double ended switchgear style equipment.
    b. Two feeds terminating in an "A" main and a "B" main breaker.
    c. A normally open tie breaker allowing for maintenance and redundancy at the switchgear.
    d. Zone selective interlocking to reduce arc flash energy and increase safety.
    e. Internal barriers between the main bus and feeder compartments to minimize the potential for a fault and limit damage in the event of a fault.
    f. Supervisory Control and Data Acquisition System (SCADA), and FPL load shed integration.

    This list of features is not intended to replace or supersede applicable code and safety requirements. It is the CONSULTANT'S responsibility to assure the equipment selected and the overall project design meet all applicable code and safety requirements.

7. The automatic transfer between FPL main and generator mains shall be included in the design.

8. The two new standby generators shall comply with EPA regulations for emissions and tier ratings.

9. Evaluation of existing FPL rates (load shedding) vs tier ratings for generators shall be performed.

10. The two new standby generators shall be sized to meet Class I Reliability standards.

11. The existing FPL service and transformers shall be analyzed and upsized as required for the increased size capacity of the new switchgear.

12. All other facility/equipment improvements and/or replacements necessary to achieve the primary objective of replacing the switchgear and generators for Electrical Service #1 shall be included in the design and incorporated into the contract document.

B. GENERAL PROJECT ACTIVITIES

The CONSULTANT shall perform all general activities required for and applicable to the project, such as but not limited to:

1. After the Notice to Proceed is issued, the CONSULTANT shall evaluate/inspect the Electrical Service #1 Building per objective A.4 and provide a recommendation report to the COUNTY for approval prior to beginning any design activities. Subsequently, the CONSULTANT shall develop and provide an estimated design schedule for COUNTY review for anticipated 30%, 60%, 100%, and Final design submittals. The proposed schedule shall include an estimated two (2) weeks for COUNTY submittal reviews and meet the latest COUNTY production dates.

2. A budgetary construction cost estimate with the 30% submittal.

3. Construction cost estimates with each submittal, starting with the 60% submittal.

4. Preparation of all Specifications, Technical Special Provisions, and Supplemental Terms & Conditions necessary for the project. All documents shall be signed and sealed in accordance with applicable Florida statutes.

5. Field Reviews of the project site as required to obtain necessary data for all elements of the project.

6. Attend all relevant technical meetings, as necessary. This may include, but is not limited to, meetings with COUNTY operational staff.

7. Quality Assurance/Quality Control including all work furnished by or services provided by the CONSULTANT and their subconsultant(s). The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

8. Supervise all technical design activities.

9. Coordinate with all disciplines of the project to produce a final set of construction documents.

10. The CONSULTANT shall coordinate with all relevant projects to effectively complete plans and specifications for the project described herein.

11. Develop and incorporate all necessary design variations and design exceptions.

12. Communicate to all interested persons, utilities, groups, and government organizations information regarding the development of the project.

13. Attend relevant meetings with local governing authorities, as necessary.

14. Develop meeting agendas and minutes.

15. Practice selective clearing and grubbing to ensure the preservation and protection of existing vegetation, as necessary. Relocation of existing vegetation may be necessary in some cases.

16. Prepare and include in the contract documents all plan sheets, notes, and details necessary to convey the intent and scope of the project for the purposes of construction.

17. Contract maintenance, project management, and delivery of final documents, reports, and calculations that support the development of the bidding documents. All deliverables shall be signed and sealed in accordance with applicable Florida statutes.

18. Deliver final contract plans and documents in digital format. The final contract plans, and documents shall be digitally signed and sealed files delivered to the COUNTY on acceptable electronic media, as determined by the COUNTY.

19. The CONSULTANT shall submit final Computer Aided Drafting and Design (CADD) system documents and files to the COUNTY, as requested.

20. Assistance with project-related services, such as Construction Administration services, testing inspection, and equipment.

21. As needed technical assistance for procurement of necessary project related items, such as but not limited to, Construction Engineering & Inspection services, equipment and materials.

C. ANTICIPATED DESIGN ACTIVITIES

The CONSULTANT shall develop all contract documents and perform all necessary design activities applicable to the project, such as but not limited to:

1. PROTECTION OF EXISTING STRUCTURES
   The CONSULTANT shall perform field observations to visually identify existing structures within the project limits which may require settlement, vibration, or groundwater monitoring by the contractor during construction. The CONSULTANT shall identify pay items to be included in the bid documents to monitor existing structures if determined necessary.

2. EXISTING UTILITY VERIFICATION AND SUBSURFACE UTILITY ENGINEERING (SUE)

3. UTILITY COORDINATION

   The CONSULTANT shall identify utility facilities within and adjacent to the project limits that may be impacted by the project. The CONSULTANT shall conduct meetings as necessary, and secure

agreements, utility work schedules and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the COUNTY's construction project are addressed. This may include follow up, interpreting plans and assisting the UAO(s) with completion of their work schedules and agreements. May also include phone calls and face-to-face meetings to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. The CONSULTANT shall ensure all known conflicts have been resolved, all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

The CONSULTANT shall coordinate with the electrical utility all activities necessary to commission the new service connections and decommission the old service connections.

4. PERMITS and EASEMENTS

   The CONTRACTOR shall apply for and obtain all (federal, state, and local) permits and easements required for the project. All activities required to obtain necessary permits and easements shall be the responsibility of the CONTRACTOR.

5. STRUCTURES

6. LIGHTING DESIGN: Measure existing light levels. Design lighting system modifications if light levels are inadequate or if the new equipment requires additional lighting.

7. CIVIL SITE DESIGN

8. MECHANICAL

   The CONSULTANT shall evaluate the existing condition of the diesel tanks, leak detection, and piping system and include any necessary replacement as needed in design.

9. HEATING VENTILATION and AIR CONDITIONING (HVAC)
   The CONSULTANT shall evaluate if existing HVAC is adequate for the new equipment and include any necessary replacement as needed in design.

10. ELECTRICAL

    The CONSULTANT shall prepare all electrical contract documents for the project.

    The CONSULTANT shall prepare all grounding contract documents for the project.

    The CONSULTANT shall conduct all electrical studies and assessments necessary (and/or identify in the contract documents those to be performed by the CONTRACTOR to comply with all current and applicable codes, regulations, and concepts. The CONSULTANT shall perform preliminary power studies before construction and final power studies after construction.

    All computer-generated electrical study models and documents shall be provided to the COUNTY, as requested.

    Provide design modifications to existing affected electrical loads to facilitate installation. CONSULTANT shall evaluate the current plant loads and size the new tier 2 generators to meet class I reliability. Provide plans and specifications for auxiliary electrical equipment including

switchgear control panel, distribution panelboards, above-ground cable trays and conduits, and below-ground cable trays. The switchgear control panel shall be Rockwell PLC-based and include bill-of-materials, elevations, and schematics, and incorporate switchgear uninterruptible power supplies, generator annunciators, Operator Interface Terminal (OIT) for switchgear monitoring and control, networking hardware, and serve as a hard-wired interface to external devices. Networking protocols will include ethernet/IP, Modbus TCP, and serial communications.

The CONTRACTOR shall apply and pay for the electrical permit.

11. LIFE SAFETY

12. LIGHTNING PROTECTION

13. DEMOLITION and SALVAGE

14. AUTOMATION

As applicable, all new equipment shall be designed to be integrated into the COUNTY's existing SCADA system. The CONSULTANT shall coordinate with COUNTY staff during design.

The CONSULTANT shall perform all SCADA integration, software programming, and development of/modifications to plant SCADA screens necessary to integrate the project into the plant's existing SCADA system.

CONSULTANT fees for SCADA integration services that can only be completed during construction shall be included under section "D. POST-DESIGN SERVICES".

15. Deliverables

A. 30% Design: CONSULTANT shall provide 30% design level plans & specifications, budgetary OPC, and updated project schedule for COUNTY review.

B. 60% Design: CONSULTANT shall provide 60% design level plans & specifications, budgetary OPC, and updated project schedule for COUNTY review.

C. 90% Design: CONSULTANT shall provide 90% design level plans & specifications, budgetary OPC, and updated project schedule for COUNTY review.

D. Final Design: CONSULTANT shall provide final design level plans & specifications, budgetary OPC, and updated project schedule for COUNTY review.

D. POST-DESIGN SERVICES

CAO

The CONSULTANT shall provide post-design services as requested by the COUNTY. Post-design services may include, but are not limited to, bidding assistance, facilitation of progress meetings, construction assistance, plans revisions, shop drawing review, RFI responses, survey services, review of power system studies, SCADA integration services, and as-built drawings. Post-Design Services are not intended for instances of CONSULTANT errors or omissions.

1. Programmable Logic controller (PLC) programming and integration
    a. Develop and bench-test PLC logic for interface to the switchgear, generators, and plant SCADA for the switchgear PLC control panel monitoring and control operations.
2. OIT programming and integration
    a. Develop and bench-test OIT screens for the switchgear PLC control panel monitoring and control operations.
3. SCADA HMI programming and integration
    a. Provide HMI screen mock-ups and HMI tag database.
    b. Develop and test HMI screens to monitor switchgear and generator status.
4. Generators integration
    a. Provide programming and integration to interface with new generator controllers.
    b. Incorporate generator annunciators and emergency stop button into the control panel.
5. Bench-Testing
    a. Develop and validate programs to minimize time required for field commissioning and start-up.
    b. Test PLC and OIT hardware to develop and validate programs and communications.
    c. Test network communications
    d. Test Open transition generator transfer and re-transfer control logic
6. Pre-order PLC and OIT hardware to develop and validate programs and communications.
    a) Network communications
    b) Open transition generator transfer and re-transfer control logic
    c) Equipment monitoring and control
    d) Bench test hardware will be supplied to the control panel fabricator to be utilized on the project.
7. Prepare contractor qualifications
    a. Prepare qualifications for bidders to ensure a qualified pool of contractors.
8. Prepare Schedule of Values
    a. Prepare a Schedule of Values to assist with the recommendation of award and help to ascertain compliance with the intent of the design.
9. Prepare technical bid documents
    a. Assist the COUNTY with development of the bid package.
10. Conduct contractor pre-bid meeting
    a. Schedule and conduct a pre-bid meeting for interested bidders to review the project.

CAO

11. Respond to bidder Request-for-Information (RFI)
    a. Review and issue responses to contractor RFI's to clarify design details
12. Assist with RFQ addenda
    a. Issue RFQ responses to technical questions related to the bid.
13. Bid tabulation evaluation and recommendation of award
    a. Evaluate all bids to determine if the bids are compliant with the plans and specifications.
    b. Qualify the bids per the RFQ requirements.
    c. Determine the lowest cost qualified bidder.
    d. Prepare a recommendation of award memo based on the lowest cost qualified Bidder
14. Shop drawing reviews and approvals
    a. Review and approve shop drawings.
15. Construction observation/administration/support activities
    a. Conduct (10) site visits during Construction.
16. Factory-Acceptance-Testing (FAT)
    a. Schedule and perform witnessed switchgear FAT
    b. Schedule and perform witnessed switchgear control panel FAT
17. Commissioning/Startup/Testing
    a. Provide integration services for the PLC, OIT, networked and hard-wired control panel signals
18. Generator Open Transition testing
    a. Test the completed switchgear and generator control systems to ensure generator Transfer and Re-transfer operation per COUNTY requirements.
19. Review and approve invoices and change orders
    a. Review and approve monthly pay applications from the Contractor
20. As-Built record drawings and project close-out
    a. Incorporate all Contractor and field changes into the final record drawings
    b. Final drawings will be provided in ACAD format
21. Develop punchlist of outstanding issues
    a. Record outstanding issues and verify resolution
22. Confirm Substantial Completion of project
    a. Inspect and verify requirements for meeting Substantial Completion
23. FINAL Power System Study
    a. Prepare an update to the DESIGN power system study to create a FINAL power system study to reflect equipment upgrades not reflected by the initial DESIGN power system study.
    b. Provide, print, and affix arc flash labels to new electrical equipment per FINAL SKM power systems analysis.

CAO

24. Operator training
    a. Provide operational training
    b. Assemble Operations & Maintenance (O&M) manuals
    c. Electronic PDF version of the O&M manual, drawings, programs, etc.

E. ADDITIONAL SERVICES

The CONSULTANT shall provide "ADDITIONAL SERVICES" as requested by the COUNTY and in accordance with Article Two of the resultant Agreement. **Fees for "ADDITIONAL SERVICES" are not included in the negotiated fee for the base scope of services defined herein. "ADDITIONAL SERVICES" scopes and fees will be negotiated as necessary and amended to the base scope and fee by way of an amendment/change order to the base agreement/contract.** These services may include, but are not limited to, providing construction document update services. Update services will vary depending on the duration of time elapsed.

1. Pavement Design
2. Drainage Design
3. Architecture
4. Landscape and Irrigation
5. Geotechnical
6. Duct banks

OPTIONAL SERVICES will be performed on a T&M basis.

CAO

SCHEDULE B

BASIS OF COMPENSATION

1. MONTHLY STATUS REPORTS

B.1.1. As a condition precedent to payment, CONSULTANT shall submit to the COUNTY as part of its monthly invoice a progress report reflecting the Project status, in terms of the total work effort estimated to be required for the completion of the Basic Services and any authorized Additional Services, as of the last day of the subject monthly billing cycle. Among other things, the report shall show all Service items and the percentage complete of each item.

2. COMPENSATION TO CONSULTANT

B.2.1. For the Basic Services provided for in this Agreement, the COUNTY agrees to make the payments to CONSULTANT in accordance with the terms stated below. Payments will be made in accordance with the following Schedule; however, the payment of any particular line item noted below shall not be due until services associated with any such line item have been completed or partially completed to the COUNTY's reasonable satisfaction. Lump sum payments will be made upon the percentage complete. In no event shall such Time and Materials compensation exceed the amounts set forth in the table below.

Tasks/Item	Description	Lump Sum	Time and Materials Not-To-Exceed
C.15.A	30% Design	$90,416	$
C.15.B	60% Design	$67,768	$
C.15.C	90% Design	$45,120	$
C.15.D	Final Design	$22,648	$
D	Post-Design Services	$	$250,945
E	Additional Services	$	$25,000
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Lump Sum Fee	$ 225,952	
	Total Time and Materials Fee		$275,945
	GRAND TOTAL FEE	$501,897	

B.2.2. ■* Time and Material Fees: The fees noted in Section B.2.1. shall constitute the amounts to be paid to CONSULTANT for the performance of the Basic Services. Direct Labor Costs mean the actual salaries and wages (basic, premium and incentive) paid to CONSULTANT's personnel, with respect to this Project, including all indirect payroll related costs and fringe benefits, all in accordance with and not in excess of the rates set forth in the Attachment 1 to this Schedule B. With each monthly Application for Payment, CONSULTANT shall submit detailed time records, and any other documentation reasonably required by the COUNTY, regarding CONSULTANT's Direct Labor Costs incurred at the time of billing, to be reviewed and approved by the COUNTY. There shall be no overtime pay without the COUNTY's prior written approval.

B.2.2.1. Notwithstanding anything herein to the contrary, in no event may CONSULTANT's monthly billings, on a cumulative basis, exceed the sum determined by multiplying the applicable not to exceed task(s) limits by the percentage the COUNTY has determined CONSULTANT has completed such task as of that particular monthly billing.

B.2.3. ■* Lump Sum Fees: The fees noted in Section 2.1. shall constitute the lump sum amount to be paid to CONSULTANT for the performance of the Basic Services. There shall be no overtime pay without the COUNTY's prior written approval.

B.2.3.1 CONSULTANT shall submit, with each of the monthly status reports provided for under Section B.1.1 of this Schedule B, an invoice for fees earned in the performance of Basic Services and Additional Services during the subject billing month.

B.2.4. For Additional Services provided pursuant to Article 2 of the Agreement, if any, the COUNTY agrees to pay CONSULTANT a negotiated total fee and Reimbursable Expenses based on the services to be provided and as set forth in the Amendment authorizing such Additional Services. The negotiated fee shall be based upon the rates specified in Attachment 1 to this Schedule B and all Reimbursable Expenses shall comply with the provision of Section 3.4.1 below. There shall be no overtime pay on Additional Services without the COUNTY's prior written approval.

B.2.5. The compensation provided for under Section B.2.1 of this Schedule B, shall be the total and complete amount payable to CONSULTANT for the Basic Services to be performed under the provisions of this Agreement, and shall include the cost of all materials, equipment, supplies and out-of-pocket expenses incurred in the performance of all such services.

B.2.6. Notwithstanding anything in the Agreement to the contrary, CONSULTANT acknowledges and agrees that in the event of a dispute concerning payments for Services performed under this Agreement, CONSULTANT shall continue to perform the Services required of it under this Agreement, as directed by the COUNTY, pending resolution of the dispute provided that the COUNTY continues to pay to CONSULTANT all amounts that the COUNTY does not dispute are due and payable.

3. SCHEDULE OF PAYMENTS

B.3.1. Notwithstanding anything herein to the contrary, the CONSULTANT shall submit no more than one invoice per month for all fees earned that month for both Basic Services and Additional Services. Invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by the COUNTY.

B.3.1.1 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

B.3.2. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to CONSULTANT for correction. Invoices shall be submitted on

CONSULTANT's letterhead and must include the Purchase Order Number and Project name and shall not be submitted more than one time monthly.

B.3.3. Payments for Additional Services of CONSULTANT as defined in Article 2 hereinabove and for reimbursable expenses will be made monthly upon presentation of a detailed invoice with supporting documentation.

B.3.4. Unless specific rates have been established in Attachment 1, attached to this Schedule B, CONSULTANT agrees that, with respect to any subconsultant or subcontractor to be utilized by CONSULTANT for this Agreement or Additional Services, CONSULTANT shall be limited to a maximum markup of five percent (5%) on the fees and expenses associated with such subconsultants and subcontractors.

B.3.4.1 Reimbursable Expenses must comply with §112.061, Fla. Stat., or as set forth in the Agreement, be charged without mark-up by the CONSULTANT, and shall consist only of the following items:

B.3.4.1.1. Cost for reproducing documents that exceed the number of documents described in this Agreement and postage and handling of Drawings and Specifications.

B.3.4.1.2. Travel expenses reasonably and necessarily incurred with respect to Project related trips, to the extent such trips are approved by the COUNTY. Such expenses, if approved by the COUNTY, may include coach airfare, standard accommodations and meals, all in accordance with §112.061, Fla. Stat. Further, such expenses, if approved by the COUNTY, may include mileage for trips that are from/to destinations outside of Collier or Lee Counties. Such trips within Collier and Lee Counties are expressly excluded.

B.3.4.1.3. Permit Fees required by the Project.

B.3.4.1.4. Expense of overtime work requiring higher than regular rates approved in advance and in writing by the COUNTY.

B.3.4.1.5. Expense of models for the County's use.

B.3.4.1.6. Other items on request and approved in writing by the COUNTY.

B.3.4.1.7. The CONSULTANT shall bear and pay all overhead and other expenses, except for authorized reimbursable expenses, incurred by CONSULTANT in the performance of the Services.

B.3.4.1.8. Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis.

B.3.5. The CONSULTANT shall obtain the prior written approval of the COUNTY before incurring any reimbursable expenses, and absent such prior approval, no expenses incurred by CONSULTANT will be deemed to be a reimbursable expense.

[END OF SCHEDULE B]

SCHEDULE B – ATTACHMENT 1

CONSULTANT'S HOURLY RATE SCHEDULE

Title	Hourly Rate
Sr. Project Manager	$ 230
Electrical Engineer	$ 176
Clerical / Admin	$ 94

The above hourly rates are applicable to Time and Materials task(s) only. The above list may not be all inclusive. Additional hourly rates for other personnel may be added via an Amendment upon mutual agreement in advance and in writing by the parties. **For Grant Funded Projects,** the above hourly rates are for purposes of providing estimate(s), as required by the grantor agency.

SCHEDULE C

PROJECT MILESTONE SCHEDULE

Task/Item	Description	Number of Calendar Days For Completion of Task from Date of Notice to Proceed
C.15.A-D	Design Services	270
D	Post-Design Services	900
E	Additional Services	TBD

SCHEDULE D

INSURANCE COVERAGE

1. The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONSULTANT must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONSULTANT's sole responsibility.

2. The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

3. Coverages shall be maintained without interruption from the date of commencement of the services until the date of completion and acceptance of the Project by the COUNTY or as specified in this Agreement, whichever is longer.

4. Certificates of insurance acceptable to the COUNTY shall be filed with the COUNTY within ten (10) calendar days after Notice of Award is received by CONSULTANT evidencing the fact that CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to the COUNTY, on a timely basis, if requested by the COUNTY. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the COUNTY. CONSULTANT shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer, and nothing contained herein shall relieve CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONSULTANT hereunder, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

5. All insurance coverages of the CONSULTANT shall be primary to any insurance or self-insurance program carried by the COUNTY applicable to this Project.

6. The acceptance by the COUNTY of any Certificate of Insurance does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

7. CONSULTANT shall require each of its subconsultants to procure and maintain, until the completion of the subconsultant's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subconsultant are expressly waived in writing by the COUNTY.

8. Should at any time the CONSULTANT not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONSULTANT for such coverages purchased. If CONSULTANT fails to reimburse the COUNTY for such costs within thirty (30) days after demand, the COUNTY has the right to offset these costs from any amount due CONSULTANT under this Agreement or any other agreement between the COUNTY and CONSULTANT. The COUNTY shall be under no obligation to

purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

9. If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the services required hereunder or termination of the Agreement, the CONSULTANT shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be deemed a material breach by CONSULTANT and the COUNTY may terminate the Agreement for cause.

Sections checked (■) are required by this Agreement.

10. ■ **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY.** Workers' Compensation and Employers' Liability Insurance shall be maintained by the CONSULTANT during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

a. Worker's Compensation - Florida Statutory Requirements

b. Employers' Liability - The coverage must include Employers' Liability with a minimum limit of $ 100,000 for each accident.

The insurance company shall waive all claims rights against the COUNTY and the policy shall be so endorsed.

11. ☐ **United States Longshoreman's and Harbor Worker's Act** coverage shall be maintained where applicable to the completion of the work. Coverage shall have minimum limits of $_____ Per Claim/Occurrence.

12. ☐ **Maritime Coverage (Jones Act)** shall be maintained where applicable to the completion of the work. Coverage shall have minimum limits of $_____ Per Claim/Occurrence.

13. ■ **COMMERCIAL GENERAL LIABILITY.**

A. Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the CONSULTANT. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than five (5) years following the completion and acceptance by the COUNTY of the work under this Agreement. Limits of Liability shall not be less than the following:

Coverage shall have minimum limits of $ 1,000,000 Per Occurrence, $ 2,000,000 aggregate.

B. The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of CONSULTANT. Deductibles or self-insured retentions carried by the CONSULTANT shall be subject to the approval of the Risk Management Director or his/her designee.

14. Collier County Board of County Commissioners shall be listed as the Certificate Holder and included as an "Additional Insured" on the Insurance Certificate for Commercial General Liability where required. The insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly. Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

15. ☐ **Watercraft Liability.** Coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of the Services under this Agreement.

16. ☐ **Aircraft Liability.** Coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

17. ■ **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Coverage shall have minimum limits of $ 500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-The ownership.

18. ☐ **TECHNOLOGY ERRORS AND OMISSIONS INSURANCE.** Coverage shall have minimum limits of $_____ Per Occurrence.

19. ☐ **CYBER INSURANCE.** Coverage shall have minimum limits of $_____ Per Occurrence.

20. ☐ **UMBRELLA LIABILITY.**

A. Umbrella Liability may be maintained as part of the liability insurance of the CONSULTANT and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

B. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

21. ■ **PROFESSIONAL LIABILITY INSURANCE.**

A. Professional Liability: Shall be maintained by the CONSULTANT to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against COUNTY as to any claims under this insurance. Such insurance shall have limits of not less than $ 1,000,000 each claim and aggregate.

B. Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the COUNTY.

C. The CONSULTANT shall continue this coverage for this Project for a period of not less than five (5) years following completion and acceptance of the Project by the COUNTY.

D. The policy retroactive date will always be prior to the date services were first performed by CONSULTANT or the COUNTY, and the date will not be moved forward during the term of this Agreement and for five years thereafter. CONSULTANT shall promptly submit Certificates of

Insurance providing for an unqualified written notice to the COUNTY of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, CONSULTANT shall also notify the COUNTY by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by the COUNTY.

22. **VALUABLE PAPERS INSURANCE.**

In the sole discretion of the COUNTY, CONSULTANT may be required to purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

23. **PROJECT PROFESSIONAL LIABILITY.**

A. If the COUNTY notifies CONSULTANT that a project professional liability policy will be purchased, then CONSULTANT agrees to use its best efforts in cooperation with the COUNTY and the COUNTY's insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of CONSULTANT's professional liability policy. If no credit is available from CONSULTANT's current professional policy underwriter, then CONSULTANT agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). CONSULTANT agrees that any such credit will fully accrue to the COUNTY. Should no credit accrue to the COUNTY, the COUNTY and CONSULTANT, agree to negotiate in good faith a credit on behalf of the COUNTY for the provision of project-specific professional liability insurance policy in consideration for a reduction in CONSULTANT's self-insured retention and the risk of uninsured or underinsured consultants.

B. The CONSULTANT agrees to provide the following information when requested by the COUNTY or the COUNTY's Project Manager:

1. The date the professional liability insurance renews.
2. Current policy limits.
3. Current deductibles/self-insured retention.
4. Current underwriter.
5. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
6. Cost of professional insurance as a percent of revenue.
7. Affirmation that the design firm will complete a timely project errors and omissions application.

C. If the COUNTY elects to purchase a project professional liability policy, CONSULTANT to be insured will be notified and the COUNTY will provide professional liability insurance, naming CONSULTANT and its professional subconsultants as named insureds.

[END OF SCHEDULE D]

SCHEDULE E

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Johnson Engineering, LLC. *(company's name)* hereby certifies that wages, rates and other factual unit costs supporting the compensation for the services of the CONSULTANT to be provided under the Professional Services Agreement, concerning "Design Services for South County Water Reclamation Facility Electrical Service #1 Upgrades "project" is accurate, complete and current as of the time of contracting.

BY: Lonnie V. Hood

TITLE: PRESIDENT

DATE: 19 NOV 2024

SCHEDULE F

KEY PERSONNEL

Name	Personnel Category	Percentage of Time
Wayne Wright, PE	Sr. Project Manager	84
TBD	Electrical Engineer	15
Jessica Goshorn	Clerical / Admin	1
	Total	100

SCHEDULE G

Other: _____
(Description)

☐ following this page (pages ____ through ___)

■ this schedule is not applicable

Collier County

INSURANCE REQUIREMENTS COVERSHEET

Project Name
Design Services for South County Water Reclamation Facility Electrical Service#1 Upgrades
Solicitation/Contract No.
24-8211
Attachments
☑ Risk Approved Insurance Requirements ☑ Risk Approved Insurance Certificate(s)
Comments
The COI is in compliance.
Attachments Approved by Risk Management Division
Approval:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Kilgarriff/Brianne Sullivan
Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	PHONE (A/C, No, Ext): 215-701-5440 FAX (A/C, No): E-MAIL ADDRESS: KILGARRIFF_UNIT@grahamco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Insurance Company	13604
INSURER B : Tokio Marine America Insurance Company	10945
INSURER C : Zurich-American Insurance Company	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: APEXCOM-01
Johnson Engineering, LLC.
2122 Johnson Street
Fort Myers, FL 33901-3408

COVERAGES **CERTIFICATE NUMBER:** 1857633283 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	1000065707241	7/31/2024	7/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X $10,000 Comp X $10,000 Coll	Y	Y	BAP 6393348-00	7/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			1000336571241	7/31/2024	7/31/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 6393347-00	7/31/2024	7/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A B	Professional Liability Pollution Liability Contractors Equipment			1000065707241 1000065707241 CPP6411631-02	7/31/2024 7/31/2024 7/31/2024	7/31/2025 7/31/2025 7/31/2025	Per Claim / Agg Per Occ / Agg Leased/Rented Equip	$1M / $2M $1M / $2M 325,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Property Policy - Tokio Marine America Insurance Company Policy #CPP6411631; Policy Period 7/31/2024 - 7/31/2025
Excess Policy - Berkley Specialty Excess Policy #SPE662905691; $10,000,000 per occurrence Aggregate; Policy Period 7/31/2024 - 7/31/2025
Excess Policy - Hamilton Insurance Policy #ENVXSS461022; $5,000,000 per occurrence/Aggregate; Policy Period 7/31/2024 - 7/31/2025

RE: 24-8211 "Design Services for South County Water Reclamation Facility Electrical Service #1 Upgrades" JE Project No 20247098-000

Collier County Board of County Commissioners are additional insureds on the above General Liabilit and Auto Liability Policies and coverage shall apply on a Primary and Non-Contributory basis if required by written contract.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail E
C-2
Naples FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Executive Summary

Recommendation that the Board of County Commissioners, as ex-officio the Governing Board of the Collier County Water-Sewer District (CCWSD), ratify administratively approved Change Order No. 2 and Change Order No. 3, providing for a time extension and use of the Owner's Allowance under Agreement No. 22-7992R, with Haskins Inc., for the Palm River Areas 1 and 2 Public Utilities Renewal project, and authorize its Chairman to sign the attached Change Orders. (Project No. 70257)

OBJECTIVE: To ratify administratively approved Change Order No. 2 and Change Order No. 3 providing for an extension of time to complete the Palm River Areas 1 and 2 Public Utilities Renewal Project that is replacing aging water mains, wastewater mains and stormwater infrastructure in Areas 1 and 2 of Palm River Neighborhood.

CONSIDERATIONS: Collier County Water Sewer District (CCWSD) has established GIS-based integrated Enterprise Asset Management (EAM) where assets are routinely evaluated and conditions in the field updated by Operations Divisions and, where appropriate, they are listed under the Capital Improvements Plan (CIP) for Engineering and Project Management to implement the soonest possible. CCWSD EAM drives the priorities for investment in our Critical Infrastructure where replacements, re-hab, and repairs are planned and implemented prior to failure (Cat Red-F and Red-E) that would result in Utility Service outages and negative customer service impact. The Engineering and Project Management Division of the Public Utilities Department has completed QA/QC and programmed this project.

On January 10, 2023 (Agenda Item No. 11.A), the Board awarded Construction Agreement No. No. 22-7992R (the "Agreement") to Haskins, Inc. for the Palm River Areas 1 and 2 Public Utilities Renewal project (the "Project"). On February 27, 2024 (Agenda Item No. 16.C.2), the Board approved Change Order No 1 to add 148.5 days to the contract and allow use of the allowance to repair damaged unlocated water services and testing an unmarked drainage pipe for asbestos.

Collier County Water Sewer District (CCWSD) has established GIS-based integrated Enterprise Asset Management (EAM) where assets are routinely evaluated and conditions in the field updated by Operations Divisions and, where appropriate, they are listed under the Capital Improvements Plan (CIP) for Engineering and Project Management to implement the soonest possible. CCWSD EAM drives the priorities for investment in our Critical Infrastructure where replacements, re-hab, and repairs are planned and implemented prior to failure (Cat Red-F and Red-E) that would result in Utility Service outages and negative customer service impact. The Engineering and Project Management Division of the Public Utilities Department has completed QA/QC and programmed this project.

The Project provides for the replacement of Asbestos Cement water main pipes; replacement of the wastewater infrastructure including removal of the existing vitrified clay gravity sewer pipe, and the aging force main; rehabilitation of two wastewater pump stations; and replacement of the aging stormwater infrastructure.

Change Order No. 2 includes the addition of a 7-day time extension to the substantial and final completion dates (3.5 days to complete the work directives and 3.5 days due to rain events), and the utilization of Stormwater's Project Allowance in the amount of $126,841.91 under the Agreement to account for unforeseen items encountered during construction. Change Order No. 2 consists of the utilization of stormwater's allowance to pay for Work Directives No. 6, No. 9, No. 10, and No. 15. Work Directive No. 6 consists of removing 2505.5 feet of unidentified and unmarked asbestos drainage pipe within the project area. Work Directives No. 9, No. 10, and No. 15 consist of installing private property bubble up structures and connecting these structures to existing drainage lines from backyards/sideyards that were originally connected to the old storm drainage system.

Change Order No. 3 utilizes Stormwater's remaining allowance and quantity adjustments to pay for Work Directives No. 12, No. 13, and No. 14. Work Directives No. 12 and No. 13 consist of installing private property bubble up structures and connecting these structures to existing drainage lines from backyards/sideyards that were originally connected to the old storm drainage system. Work Directive No. 14 consists of removing 444 feet of unidentified and unmarked asbestos drainage pipe within the project area. Change Order No. 3 also requests adding 16 days to the substantial and final completion dates. The additional 16 days includes rain days (Hurricane Helene and Hurricane Milton), unforeseen conditions, and the work directives described above.

Change Orders No. 2 and No. 3 were administratively approved by the Procurement Services Division on November 13, 2024, and November 19, 2024, respectively, as authorized by the County's Procurement Ordinance in Section Nineteen, Contract Administration, subsection 3.

FISCAL IMPACT: Funds for Change Order No. 2 & 3 are encumbered in Stormwater Bond Fund (3052) under Purchase Order 4500223134. There is no additional fiscal impact associated with Change Order No. 2 & 3 since the funds are already encumbered for this project.

GROWTH MANAGEMENT IMPACT: There is no impact to the current Growth Management Plan standards to ensure the adequacy and availability of viable public facilities.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: Recommendation that the Board of County Commissioners, as ex-officio the Governing Board of the Collier County Water-Sewer District (CCWSD), ratify administratively approved Change Order No. 2 and Change Order No. 3, providing for a time extension and use of the Owner's Allowance under Agreement No. 22-7992R, with Haskins Inc., for the Palm River Areas 1 and 2 Public Utilities Renewal project, and authorize its Chairman to sign the attached Change Orders. (Project No. 70257)

PREPARED BY: Diana C. Dueri, Project Manager III, Engineering and Project Management Division

ATTACHMENTS:
1. Contract 22-7992R Change order#2
2. Contract 22-7992R Change order #3
3. Affidavit Regarding Labor and Services - Signed

Collier County

Procurement Services
Change Order Form

☒ Contract Modification ☐ Work Order Modification

Contract #:	22-7992R	**Change #:**	2	**Purchase Order #:** 4500223134	**Project #:** 70257.4 & 60234.5.1

Contractor/Firm Name: Haskins, Inc. **Contract/Project:** Palm River Areas 1&2 Public Utilities Renewal

Project Manager Name: Diana Dueri, PMP **Division Name:** EPMD

Original Contract/Work Order Amount	$ 15,579,339.85	01/10/23;11A	Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount	$ 15,579,339.85	2/27/24; 16C2	Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount	$ 15,579,339.85		SAP Contract Expiration Date (Master)
Dollar Amount of this Change	$ 0.00	0.00%	Total Change from Original Amount
Revised Contract/Work Order Total	$ 15,579,339.85	0.00%	Change from Current BCC Approved Amount
Cumulative Changes	$ 0.00	0.00%	Change from Current Amount

Completion Date, Description of the Task(s) Change, and Rationale for the Change

Notice to Proceed Date	3/13/2023	**Original Completion Date**	6/5/2024	**Last Approved Date**	12/16/2024
Revised Date (Includes this change)	12/23/2024				

# of Days Added 7 **Select Tasks** ☐ Add new task(s) ☐ Delete task(s) ☐ Change task(s) ☒ Other

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

This change order is for the addition of 7 days for Rain Delay and WD #6 and the use of $127,721.91 of project allowances as detailed below:

Time Extensions Due to Rain

1. This change requests a contract time extension of a half (0.5) day due to rain on October 13, 2023; two (2) full day due to rain on March 22, 2024 and March 23, 2024; and one (1) full day due to rain on June 11, 2024. Three and a half (3.5) days total.
2. This change was not included in the original contract as it was unknown that heavy rain would impact the area.
3. If the time extension is not processed, the Contractor will not be able to complete the project on schedule and would be liable for liquidated damages for no fault of their own.

Work Directive #6: Remove Drainage Pipe Containing Asbestos

1. This change requests that the Contractor remove the unidentified and unmarked perforated drainage pipe that was found to contain asbestos per WD #6. Since WD #6 was issued, 2,505.5 feet of perforated drainage pipe containing asbestos has been removed which will be billed at the unit price ($44.00/foot) for bid item 2.12 "Removal and Disposal of Asbestos Cement Concrete Water Main".
2. This change was not included in the original contract as the asbestos pipe was not shown on any record drawings related to the project and unknown to the County.
3. If the change is not processed, the contractor will not be able to fulfill the County's Asbestos Removal Plan.

Work Directive #6 will use $110,242.00 from the project Stormwater Allowance and will increase the number of days in the contract by 3.5 days.

(Divisions who may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
Admin	BCC Rpt	BCC ES

Work Directive (WD) #9: Private Property Bubble Up Structures

1. This change requests that the Contractor installs the drainage basin bubble-up structures at 411, 448, and 454 Palm River Blvd, and 445 and 459 Golfview Dr to accommodate the existing private property back / side-yard and / or rood drainage pipes that extended into the ROW.
2. The change was not included in the original contract as the length of the back / side yard and / or roof drainage pipes were unknown.
3. If the time extension is not processed, the contractor will not be able to fulfill Collier County's standards on roof drainage in the ROW.

Work Directive #9 will use $5,401.57 from the project Stormwater Allowance.

Work Directive #10: 12-inch Private Property Yard Drain

1. This change requested that the Contractor install the drainage basin bubble-up structure at 436 Palm River Blvd to accommodate the existing 12" private property yard drainage pipe that extends into the ROW.
2. The change was not included in the original contract as the location of the drainage basin was unknown.
3. If the change is not processed, the contractor will not be able to fulfill Collier County's standards on drainage basins in the ROW.

Work Directive #10 will use $2,680.25 from the project Stormwater Allowance.

Work Directive #15: Private Property Yard Drain Adjustment

1. This change requested that the Contractor adjust an existing bubble-up structure at 436 Palm River Blvd to provide a greater elevation difference to better drain the back yard, to connect an existing roof drain, and provide a lower 12" outlet that extends into the ROW.
2. The change was not included in the original contract as it was unknown the extent of the existing drainage system on private property.
3. If the change is not processed, flooding on private property would take place as a result of the County's PUR project. This was evident by recent significant rain events that resulted in water being held on private property.

Work Directive #15 will use $8,518.09 from the project Stormwater Allowance.

Areas 1 & 2 Allowance Summary

Beginning General Allowance	$280,000.00
Remaining General Allowance	$280,000.00
Beginning Water Allowance	$200,000.00
Remaining Water Allowance	$200,000.00
Beginning Wastewater Allowance	$400,000.00
Remaining Wastewater Allowance	$400,000.00
Beginning Stormwater Allowance	$150,000.00
CO #1	$ (880.00)
Allowance Draw WD #6	$(110,242.00)
Allowance Draw WD #9	$ (5,401.57)
Allowance Draw WD #10	$ (2,680.25)
Allowance Draw WD # 15	$ (8,518.09)
Remaining Stormwater Allowance	$ 22,278.09

Summary of Work Directives: WD #1, 5, & 7 were included on Change Order #1. WDs #6, 9, 10, & 15 are included above in CO #2. WDs #2, 12, 13, & 14 are pending backup from the Contractor. WDs #3, 4, 8, & 11 do not include any changes to the Contract time or amount ($).

Prepared by: _____ Date: 10/17/2024
Diana Dueri, PMP Senior Project Manager, EPMD
KLA 10/17/24

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted by: _____ Date: 10/18/2024
Ryan MacPhee – Haskins, Inc.

Accepted by: _____ Date: 10/18/2024
Justin Frederiksen, P.E. – Q. Grady Minor and Associates, LLC

Approved by: Peter S. Hayden Date: 10/30/2024
Peter Hyden, Project Manager Supervisor, Capital Project Planning & Program Management - TMS

Approved by: BullertBenjamin Digitally signed by BullertBenjamin DN: E=Benjamin.Bullert@colliercountyfl.gov, CN=BullertBenjamin, OU=General, OU=PPM User Accounts, OU=PUD Planning and Project Management, OU=PUD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Date: 2024.10.18 08:52:11-04'00' Date: _____
Ben Bullert, P.E., Principal Project Manager, EPMD

Approved by: Johnssen_b Digitally signed by Johnssen_b Date: 2024.10.31 08:24:53 -04'00' Date: _____
Beth Johnssen, Director Capital Project Planning & Program Management - TMS

Approved by: McLeanMatthew Digitally signed by McLeanMatthew DN: E=Matthew.McLean@colliercountyfl.gov, CN=McLeanMatthew, OU=General, OU=PPM User Accounts, OU=PUD Planning and Project Management, OU=PUD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Date: 2024.10.31 14:01:28-04'00' Date: _____
Matt McLean, P.E., Director EPMD

Approved by: ZimmermanBecca Digitally signed by ZimmermanBecca Date: 2024.11.13 12:52:15 -05'00' Date: _____
(Procurement Professional)

Revised: 01/14/2021

(Divisions who may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
Admin	BCC Rpt	BCC ES

Change Order/Amendment Summary

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	New Amount	
1	1	This CO adds an additional 148.5 Days and authorizes the use of the contract allowance.	N/A	N/A	153	633	Days added for rain day, encountering rock, damaging unlocated water services, and construction of redesigned gravity sewer in Area 1; and allowance utilized for repairing damaged unlocated water services and testing unmarked drainage pipe for asbestos.
2	1	This CO adds an additional 5.5 Days and authorizes the use of the contract allowance.	N/A	N/A	7	640	Days added for rain days and WD #15 and allowance for removing drainage pipe containing asbestos, installing private property bubble-up structures, and 12-inch private property yard drain.

Revised: 01/14/2021

(Divisions who may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
Admin	BCC Rpt	BCC ES

ATTEST:
Crystal K. Kinzel, Clerk of Courts
& Comptroller

By:_____

Dated: _____
(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By:_____
Chris Hall, Chairman

Approved as to form and legality:

By: _____
Scott R. Teach
Deputy County Attorney

Rain Delay - 2.5 Day October 13, 2023, March 22, 2024, and March 23, 2024

Justin Frederiksen

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Friday, March 22, 2024 10:42 AM
To: Diana Dueri
Cc: benjamin.bullert@colliercountyfl.gov; belwell@haskinsinc.net; Allyson Holland; Perez-Rivera, Miguel; Mabel Lago; gcollier@haskinsinc.net
Subject: RE: Rain day 10/13

Good morning,
Haskins will not be working today or tomorrow due to the rain.
We are requesting 2 days for weather.

Ryan MacPhee
Vice President
Haskins Inc.
10956 Enterprise Ave. Bonita Springs, FL
Tel. 239-947-1846
Fax. 239-947-3857
Cell. 239-253-7500
Web. Haskinsinc.net

From: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Sent: Monday, October 16, 2023 9:26 AM
To: Ryan MacPhee <rmacphee@haskinsinc.net>
Cc: Benjamin Bullert <Benjamin.Bullert@colliercountyfl.gov>; Ben Elwell <belwell@haskinsinc.net>; Allyson Holland <aholland@gradyminor.com>; Miguel.Perez@stantec.com
Subject: RE: Rain day 10/13

Hi Ryan,

Your request is approved and it will be reflected in the next change order.

Thank you,

Diana C. Dueri, PMP
Project Manager III
Collier County
Engineering & Project Management Division
3339 Tamiami Trail East, Suite 303, Naples, FL 34112
Phone: 239-252-4218 Cell: 239-601-1290

CAO

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Friday, October 13, 2023 7:44 PM
To: Diana Dueri <Diana.Dueri@colliercountyfl.gov>; Allyson Holland <aholland@gradyminor.com>; Ben Elwell <belwell@haskinsinc.net>; Benjamin Bullert <Benjamin.Bullert@colliercountyfl.gov>; Ryan MacPhee <rmacphee@haskinsinc.net>
Subject: Rain day 10/13

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Haskins is hereby requesting a1/2 rain delay for today due to weather.

Thank you,
Ryan MacPhee

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

CAO

Rain Delay - 1 Day June 11, 2024

Justin Frederiksen

From: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Sent: Tuesday, June 11, 2024 2:46 PM
To: rmacphee@haskinsinc.net; belwell@haskinsinc.net
Cc: scott.sikorski@stantec.com; Perez-Rivera, Miguel; MLAGO@HASKINSINC.NET; Justin Frederiksen
Subject: RE: Palm River Rain Day Request

Approved. We will add this to ne next change order.

Thank you,

Diana Dueri PMP
Project Manager III
Public Utilities Engineering & Project Management

Office:239-252-4218
Mobile:239-601-1290

Diana.Dueri@colliercountyfl.gov

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Tuesday, June 11, 2024 2:43 PM
To: Diana Dueri <Diana.Dueri@colliercountyfl.gov>; Justin Frederiksen <JFrederiksen@gradyminor.com>
Cc: Sikorski, Scott <scott.sikorski@stantec.com>; Perez-Rivera, Miguel <Miguel.Perez@stantec.com>; Ben Elwell <belwell@haskinsinc.net>; MLAGO@HASKINSINC.NET; Ryan MacPhee <rmacphee@haskinsinc.net>
Subject: Palm River Rain Day Request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good afternoon,
Just wanted to officially request our rain day for today. 6-11-2024.

Thank you,

Ryan MacPhee
Vice President
Haskins Inc.
10956 Enterprise Ave. Bonita Springs, FL
Tel. 239-947-1846
Fax. 239-947-3857
Cell. 239-253-7500
Web. Haskinsinc.net

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Collier County Engineering & Project Management Division

WD #6

WORK DIRECTIVE CHANGE

CONTRACT # /PROJECT NAME:
#22-7992R Palm River PUR Areas 1 & 2

WORK DIRECTIVE # 6

PURCHASE ORDER #: 4500223134

DATE OF ISSUANCE: May 22, 2023

OWNER: Collier County Board of Commissioners

PROJECT#: 70257.4, 60234.5.1

CONTRACTOR: Haskins, Inc.

ENGINEER/DESIGN PROFESSIONAL: Q. Grady Minor & Associates, P.A.

You are directed to proceed promptly with the following change(s):

Description:
Contractor shall remove the unidentified and unmarked perforated drainage pipe that was tested and found to contain asbestos.

Purpose of Work Directive Change:
The contractor located an unmarked and unidentified pipe while potholing on Cypress Way E in Area 2. The pipe material was tested and found to contain asbestos. Contractor shall remove the perforated drainage pipe that contains asbestos as part of this Public Utilities Renewal Project.

Reason/Justification:
The unidentified pipe was tested and results came back positive for asbestos. Collier County has an Asbestos Removal Plan in place that details the safe work practices whenever asbestos containing material is disturbed. Although this pipe is not identified in the construction plans nor in any known County records, in accordance with Collier County's Asbestos Removal Plan, the pipe shall be removed with this Public Utilities Renewal Project at the contracted unit cost for removing asbestos pipe.

Attachments: N/A

If a claim is made that the above change(s) have affected Contract/Allowance Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract/Allowance Price:
- ☒ Unit Prices
- ☐ Lump Sum
- ☐ Time & Material
- ☐ Other

Method of determining change in Contract Times:
- ☒ Contractor's records
- ☐ Engineer's record
- ☐ Other

Estimated increase or decrease in Allowance:
TBD

Estimated change in Contract Time:
TBD

RECOMMENDED:

By: Allyson Holland, PE
Project Manager

AUTHORIZED:

By: Diana Dueri, PMP
Owner's Representative

Justin Frederiksen

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Friday, September 13, 2024 11:29 AM
To: Diana Dueri; Eddwie Perez
Cc: belwell@haskinsinc.net; Justin Frederiksen; Mabel Lago
Subject: RE: Palm River WD 6 (removing AC drainage pipe)

Haskins is requesting a total of 3.5 days be added to the contract time due to critical path delay for the work performed for this work directive # 6.

Thank you,

Ryan MacPhee
Vice President
Haskins Inc.
10956 Enterprise Ave. Bonita Springs, FL
Tel. 239-947-1846
Fax. 239-947-3857
Cell. 239-253-7500
Web. Haskinsinc.net

From: Allyson Holland <aholland@gradyminor.com>
Sent: Monday, May 22, 2023 1:33 PM
To: Ryan MacPhee <rmacphee@haskinsinc.net>; Ben Elwell <belwell@haskinsinc.net>; Greg Collier <gcollier@haskinsinc.net>
Cc: DueriDiana <Diana.Dueri@colliercountyfl.gov>; Justin Frederiksen <JFrederiksen@gradyminor.com>; Sikorski, Scott <scott.sikorski@stantec.com>; Perez-Rivera, Miguel <Miguel.Perez@stantec.com>
Subject: Palm River WD 6 (removing AC drainage pipe)

Good afternoon,

Please find Work Directive 6 attached for the Palm River PUR project. Please let me know if you have any questions.

Thanks,

Allyson M. Holland, P.E.
Project Manager
GradyMinor
3800 Via Del Rey
Bonita Springs, FL 34134
Phone - 239.947.1144
Fax - 239.947.0375
Web - http://www.gradyminor.com

EXHIBIT A-1
BID SCHEDULE

Bid Schedule
22-7992R Palm River Public Utilities Renewal Project Areas 1 and 2

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	EST. QTY.	AMOUNT ($)
SECTION 1: GENERAL					
1.1	Mobilization/Demobilization (Max 10% of Total Bid, without Allowances)	LS	$444,000.00	1	$444,000.00
1.2	Maintenance of Traffic	LS	$700,000.00	1	$700,000.00
1.3	Project Sign	EA	$1,550.00	2	$3,100.00
1.4	Survey Layout & Record Drawings	LS	$115,000.00	1	$115,000.00
1.5	Pre-Construction Video & Photographs	LS	$4,600.00	1	$4,600.00
1.6	Post-Construction Video	LS	$2,300.00	1	$2,300.00
1.7	Clearing & Grubbing	LS	$69,865.00	1	$69,865.00
1.8	Vibratory Monitoring	LS	$34,500.00	1	$34,500.00
1.9	Remove, Dispose, and Replace Mailboxes	EA	$430.00	163	$70,090.00
1.10	Remove and Dispose Concrete, Asphalt, and Gravel Driveway	SY	$34.00	7,249	$246,466.00
1.11	Remove and Store Brick Paver Driveway	SY	$18.50	3,435	$63,547.50
1.12	Install Driveway				
i	Concrete	SY	$82.75	5,836	$482,929.00
ii	Asphalt	SY	$36.75	1,413	$51,937.75
iii	Brick Pavers	SY	$60.00	3,435	$206,100.00
1.13	Driveway Castings and Finishes	SY	$138.00	790	$109,020.00
1.14	Remove, Dispose, and Replace Existing Sidewalk	SY	$101.00	600	$60,600.00
1.15	Temporary Sidewalk	SY	$82.75	600	$49,650.00
1.16	New Sidewalk	SY	$82.75	1,410	$116,677.50
1.17	Detectable Warnings	SY	$270.00	30	$8,100.00
1.18	Private Property Tree Removal	EA	$1,845.00	60	$110,700.00
1.19	Private Property Tree Replacement	EA	$3,075.00	40	$123,000.00
1.20	Vehicle Guard Post	EA	$1,670.00	8	$13,360.00
1.21	Owner Allowance at the direction and approval by Collier County Utilities Project Manager.*	T&M	$280,000.00	1	$280,000.00
				SECTION 1 (GENERAL) SUBTOTAL	$3,365,532.75

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	EST. QTY.	AMOUNT ($)
SECTION 2: WATER SYSTEM					
2.1	Water Main Pipelines				
i	6-inch C900 DR18 PVC	LF	$88.00	2,944	$259,072.00
ii	8-inch C900 DR18 PVC	LF	$116.00	5,317	$616,772.00
iii	10-inch C900 DR18 PVC	LF	$147.00	2,412	$354,564.00
iv	10-inch CL350 DIP	LF	$190.00	105	$19,950.00
2.2	Water Main West of Area 1	LS	$49,000.00	1	$49,000.00
2.3	Gate Valves				
i	6-inch Gate Valve	EA	$2,630.00	11	$28,930.00
ii	8-inch Gate Valve	EA	$3,575.00	20	$71,500.00
iii	10-inch Gate Valve	EA	$5,355.00	11	$58,905.00
2.4	Fire Hydrant Assemblies	EA	$8,865.00	20	$177,300.00
2.5	Water Services				
i	Short Single Service	EA	$1,450.00	34	$49,300.00
ii	Short Double Service	EA	$1,930.00	28	$54,040.00
iii	Long Single Service	EA	$2,200.00	40	$88,000.00
iv	Long Double Service	EA	$2,955.00	23	$67,965.00
2.6	Water Meters, Meter Boxes, and Backflow Devices				
i	New Meter Box and Backflow (Existing Meter Location to Remain)	EA	$975.00	116	$113,100.00
ii	New Meter Box and Backflow (Relocate Existing Meter	EA	$1,100.00	48	$52,800.00
2.7	Connection to Existing Water Main				
i	Saddlebrook Lane 8-inch PVC WM - included with Item No. 2.2				
ii	Palm River Boulevard 8-inch AC WM	EA	$8,440.00	1	$8,440.00
iii	Cypress Way East 8-inch AC WM	EA	$9,200.00	1	$9,200.00
iv	Cypress Way East 8-inch PVC WM	EA	$6,625.00	1	$6,625.00
v	Imperial Oak Estates 6-inch PVC WM	EA	$6,445.00	1	$6,445.00
vi	Cypress Way East 8-inch AC WM	EA	$9,315.00	1	$9,315.00
vii	Ibis Way 8-inch PVC WM	EA	$7,300.00	1	$7,300.00
2.8	Permanent Bacteriological Sample Points	EA	$3,075.00	3	$9,225.00
2.9	Air Release Valves	EA	$2,360.00	13	$30,680.00
2.10	Conflict Avoidance (Deflection)	EA	$5,425.00	11	$60,325.00
2.11	Temporary Connection to Existing Water Main	EA	$1,525.00	6	$9,150.00
2.12	Removal and Disposal of Asbestos Concrete Water Main	EA	$44.00	9,725	$427,900.00
2.13	Grout Abandonment of Existing Water Main	CF	$33.00	125	$4,125.00
2.14	Owner Allowance at the direction and approval by Collier County Utilities Project Manager.*	T&M	$200,000.00	1	$200,000.00
				SECTION 2 (WATER SYSTEM) SUBTOTAL	$2,850,228.00

CAO

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **6/1/2023**			
RPRs: **Scott Sikorski**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Thursday**	Contract Day: **58**	Total Days: **420/450**	Accident Report #:
HIGH TEMP (F): **86°F**	AM Conditions: **Cloudy / Fog**	PM Conditions: **Partly Cloudy**	N/A
LOW TEMP (F): **75°F**			

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Greg's Crew (SS):

- Contractor on site to assist and supervise crews.

Planned Activities for the week:

- No general activities anticipated.

Water System

Remarks

#1 - Prime Contractor – Haskins:

- No water activity observed today.

#3 - Subcontractor – Tru-Spec Mechanical:

Pompano Drive Phase 2

Carlos's Crew (SS):

- **Station 10+57± to Station 11+17±:** Subcontractor installed un-restrained 6-inch DR 18 PVC water main along the north side of Pompano Drive, between houses #675 and #681 Pompano Drive (60 LF). Installed 6-inch water main was measured for payment.
- **Station 11+17± to Station 11+57±:** Subcontractor installed restrained 6-inch DR 18 PVC water main along the north side of Pompano Drive, between houses #675 and #681 Pompano Drive (40 LF). Installed 6-inch water main was measured for payment.

Note: *Trench conditions were wet at bottom of trench. Subcontractor placed either #89 stone or #57 stone in bottom of trench. Subcontractor placed and compacted native soil backfill first lift approximately 6-inch above installed water main as approved by E.O.R., with the following lifts placed at approximately 12-inch lifts. Subcontractor placed blue locator tape above installed water main. Subcontractor placed a blue marker ball at approximately 100-foot intervals. Subcontractor used a broom tractor to sweep roadway at end of the day.*

Planned Activities for the week:

- Contractor anticipates installing new water main in Phase #2.

Wastewater System

Remarks

#1 - Prime Contractor – Haskins:

- No activity observed today.

Note: *Collier County Wastewater Department crew removed from site the generator placed at pump station 103.08, adjacent to house #575 Cypress Way East.*

Planned Activities for the week:

- No planned activities for the week.

Stormwater System

Remarks

#1 - Prime Contractor – Haskins:

Palm River Blvd. Phase 1

Alberto's Crew (SS):

- **Station 9+90±:** Contractor temporarily repaired collapsed existing concrete driveway at house #459 Palm River Blvd. Existing concrete driveway collapsed at existing stormwater pipe crossing under the driveway.
  - Contractor installed two (2) 28-foot lengths of 6-inch SDR 26 PVC pipe crossing under driveway, to temporarily replace the collapsed existing stormwater pipe.
- **Station 12+70±:** Contractor excavated collapsed existing stormwater pipe and repaired collapsed stormwater pipe adjacent to house #478 Palm River Blvd.
  - Contractor installed a length of 8-inch PVC pipe between collapsed existing 12-inch CMP stormwater pipe ends, then sealed the 8-inch PVC pipe into the existing 12-inch CMP using hydraulic cement and Mirafi filter fabric.

Cypress Way East Phase 2

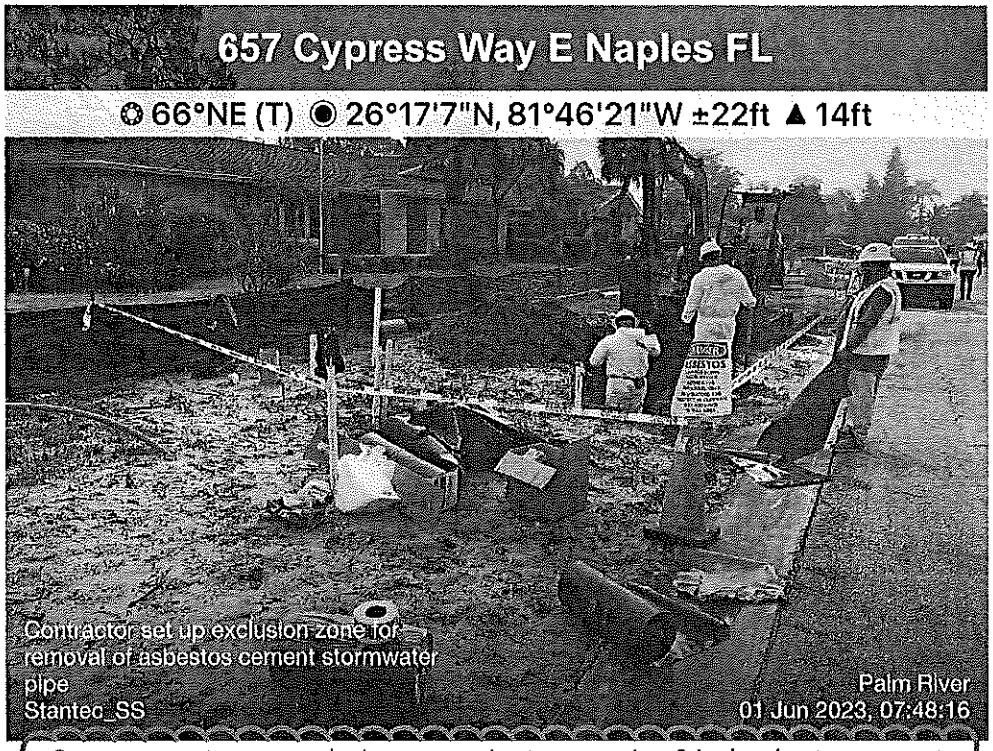
Jamie's Crew (SS):

- **Station 27+61± to 28+50±; Station 28+75± to 29+90±; and Station 30+10± to 30+60±:** Contractor removed existing 6-inch asbestos-cement stormwater pipe along the north right-of-way, on Cypress Way East, between houses #657 to #669, and #669 to #681 Cypress Way East (250 LF). Removed 6-inch asbestos-cement stormwater pipe was measured for payment.
  - Contractor set up an exclusion zone using caution tape and orange traffic barrels.
  - Contractor placed "Danger" signs on the exclusion zone.
  - Contractor wore protective suits and respirators while removing asbestos-cement stormwater pipe.
  - Contractor wrapped removed asbestos-cement stormwater pipe in 8 mil LLDPE plastic sleeves, secured with duct tape at the ends. Also, contractor placed "Danger" labels on the wrapped asbestos cement stormwater pipes.
  - Contractor placed wrapped and labeled asbestos-cement stormwater pipe in a plastic sheeting lined dumpster and removed dumpster from site, to the contractor's store yard.

1	-	Dozier	1	0	0
2	-	Crew Truck	0	0	0
3	-	Crew Truck	1	1	11
3	-	Trackhoe	2	2	11
3	-	Front End Loader	1	1	11
4	-	Crew Truck	1	1	9

Visitors			
Name	Company	Hours at Job Site	
		From:	To:

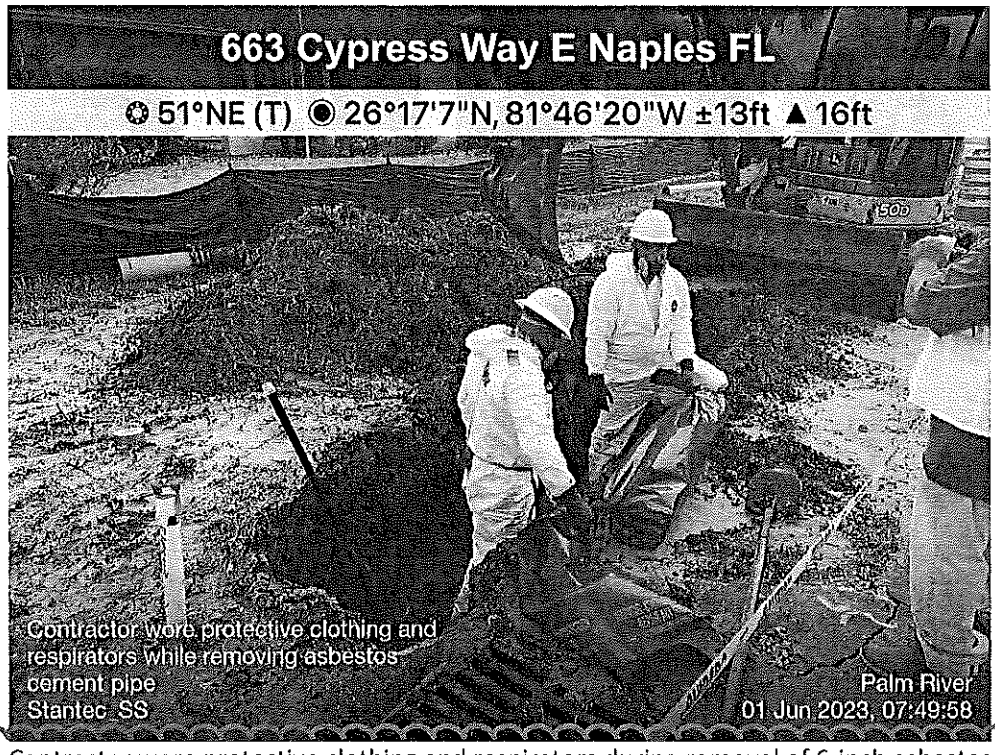
RPR Name and Position	Hours at Job Site/Office		Total Hours
Scott Sikorski, Senior RPR	7:00 a.m.	6:00 p.m.	11.0 hours



Contractor set up an exclusion zone prior to removing 6-inch asbestos-cement stormwater pipe adjacent to house #657 Cypress Way East, near Sta. 27+61±.



Contractor placed a "Danger" sign on exclusion zone prior to removing 6-inch asbestos cement stormwater pipe adjacent to house #657 Cypress Way East, near Sta. 27+61±.



Contractor wore protective clothing and respirators during removal of 6-inch asbestos cement stormwater pipe adjacent to house #657/#663 Cypress Way East, near Sta. 27+61±.

663 Cypress Way E Naples FL

✪ 24°NE (T) ◉ 26°17'7"N, 81°46'20"W ±13ft ▲ 14ft



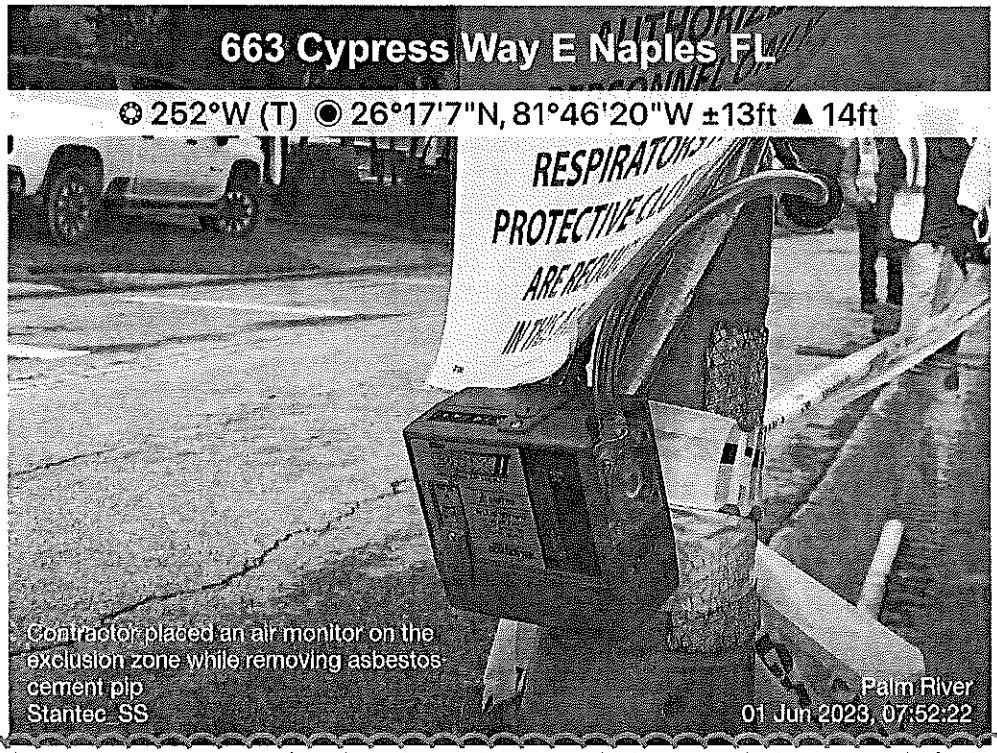
Contractor placed removed 6-inch asbestos-cement stormwater pipe inside 8 mil LLDPE sleeves, adjacent to house #663 Cypress Way East, near Sta. 27+71±.

663 Cypress Way E Naples FL

✪ 13°N (T) ◉ 26°17'7"N, 81°46'20"W ±13ft ▲ 15ft



Subcontractor ESH-CORE placed an air monitor on crew member during removal of 6-inch asbestos-cement stormwater pipe adjacent to house #663 Cypress Way East, near Sta. 27+71±.



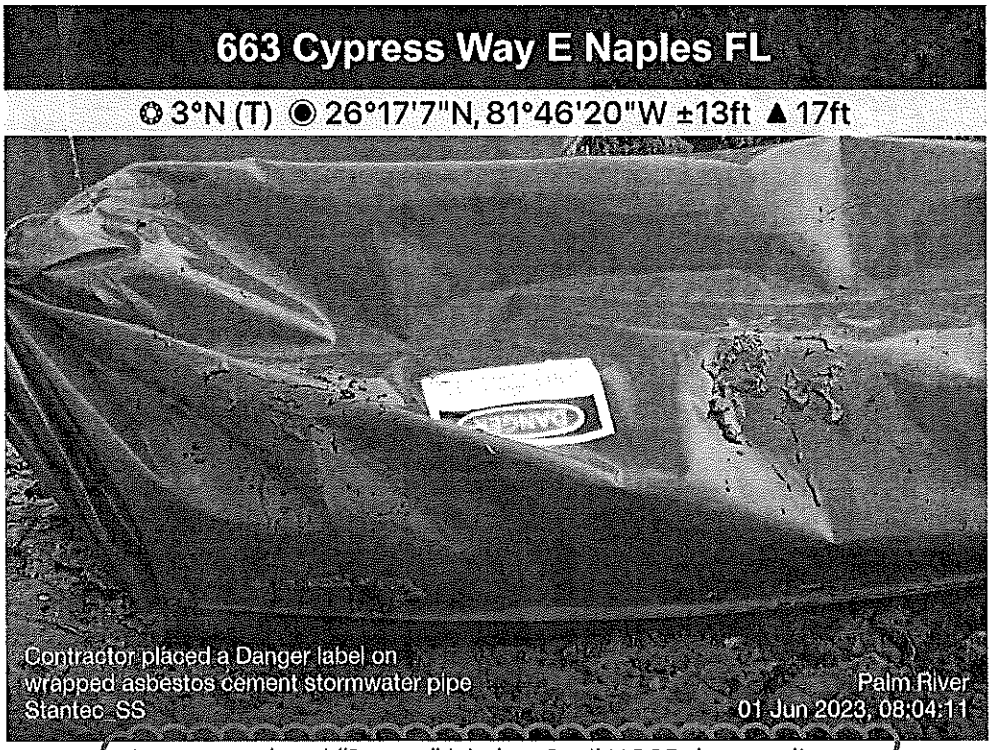
Subcontractor ESH-CORE placed an air monitor on exclusion zone during removal of 6-inch asbestos-cement stormwater pipe adjacent to house #663 Cypress Way East, near Sta. 27+71±.



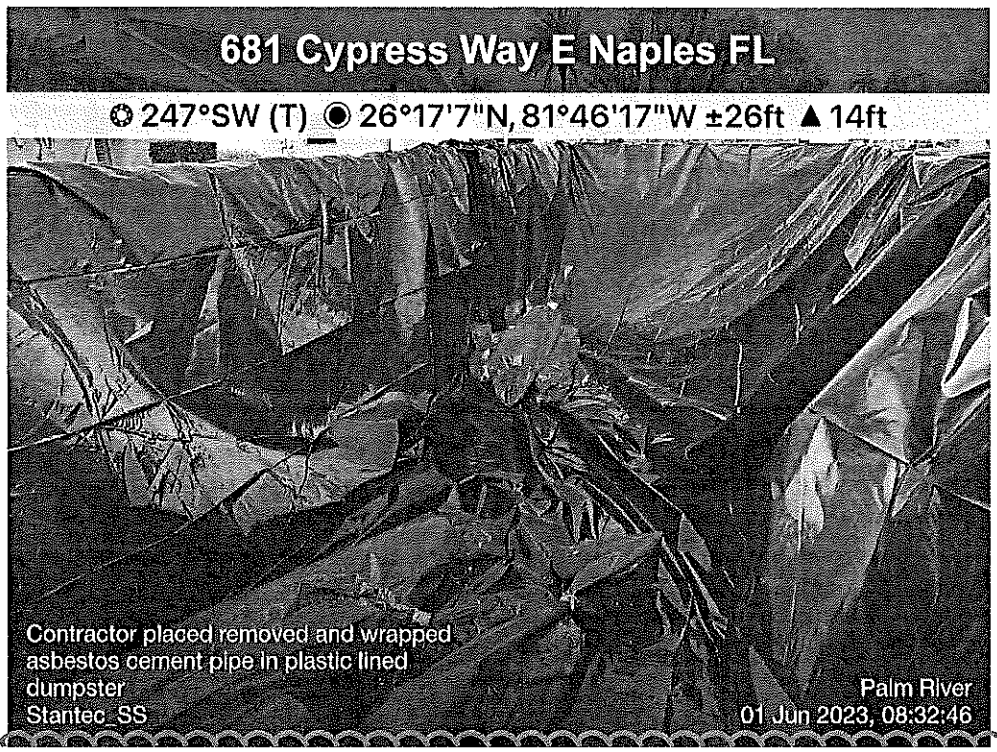
Contractor removing length of 6-inch asbestos-cement stormwater pipe, adjacent to house #663 Cypress Way East, near Sta. 27+71±.



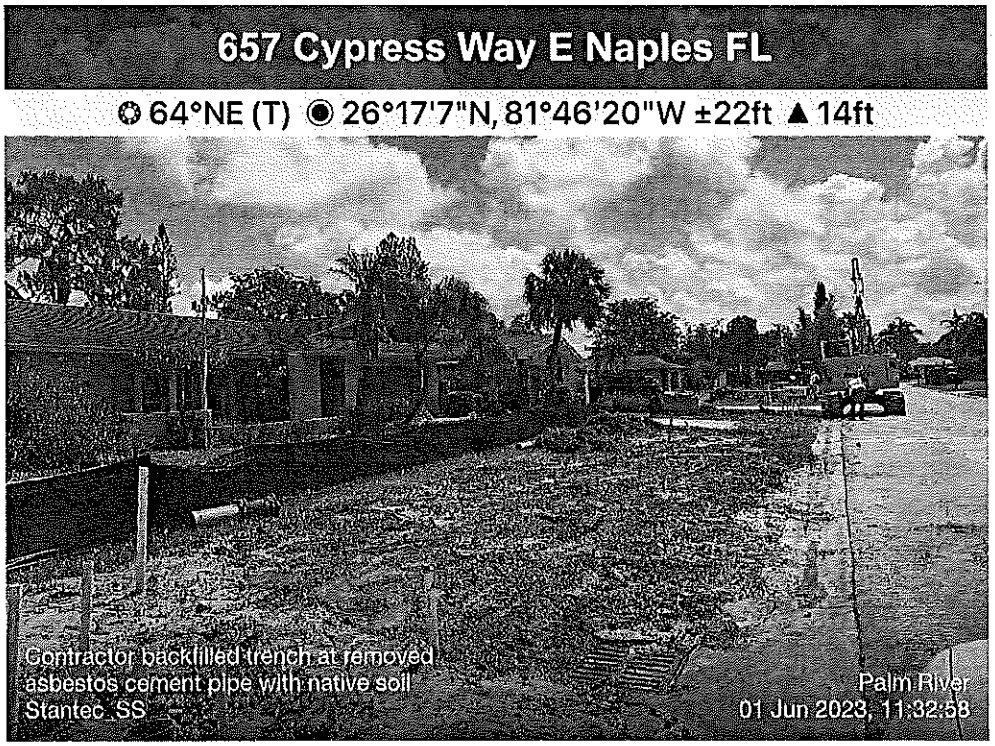
Contractor placed length of 6-inch asbestos-cement stormwater pipe inside 8 mil LLDPE sleeve secured with duct tape, adjacent to house #663 Cypress Way East, near Sta. 27+71±.



Contractor placed "Danger" label on 8 mil LLDPE sleeve, adjacent to house #663 Cypress Way East, near Sta. 27+71±.



Contractor placed wrapped and labeled 6-inch asbestos-cement stormwater pipe in plastic lined dumpster, prior to being removed from site., adjacent to house #681 Cypress Way East.



Contractor placed native soil backfill in trench at removed 6-inch asbestos-cement stormwater pipe, adjacent to house #657 Cypress Way East, near Sta. 27+71±.

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **6/2/2023**			
RPRs: **Scott Sikorski**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Friday**	Contract Day: **59**	Total Days: **420/450**	Accident Report #:
HIGH TEMP (F): **86°F**	AM Conditions: **Partly Cloudy**	PM Conditions: **Partly Cloudy**	N/A
LOW TEMP (F): **72°F**			

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Greg's Crew (SS):

- Contractor on site to assist and supervise crews.

Planned Activities for the week:

- No general activities anticipated.

Water System

Remarks

#1 - Prime Contractor – Haskins:

Eastwood Drive Phase 2

Alberto's Crew (SS):

- **Station 27+55± to Station 28+55±:** Contractor installed restrained 8-inch DR 18 PVC water main along the north side of Cypress Way East, between houses #657 and #663 Cypress Way East (100 LF). Installed 8-inch water main was measured for payment.
- **Station 28+55± to Station 28+95±:** Contractor installed un-restrained 8-inch DR 18 PVC water main along the north side of Cypress Way East, between houses #657 and #657 Cypress Way East (40 LF). Installed 8-inch water main was measured for payment.
- **Station 28+50±:** Contractor installed 8-inch x 1½-inch stainless steel tapping saddle, 1½-inch corporation stop valve and 1½-inch poly tubing for water services to houses #663/#669. Water services will be measured for payment when completed.
- **Station 28+60±:** Contractor installed 8-inch x 2-inch stainless steel tapping saddle, 2-inch corporation stop valve and 2-inch poly tubing for water services to houses #678/#672 Cypress Way East. Water services will be measured for payment when completed.

Note: *Trench conditions were wet at bottom of trench. Contractor used a 2-inch submersible pump to dewater excavation. Contractor placed #57 stone bedding in bottom of trench prior to installing 8-inch water main. Contractor placed and compacted native soil backfill first lift approximately 6-inch above installed water main as approved by E.O.R., with the following lifts placed at approximately 12-inch lifts. Contractor placed blue*

Stormwater System
Remarks

#1 - Prime Contractor – Haskins:

Palm River Blvd. Phase 1

Alberto's Crew (SS):

- No stormwater activity observed today.

Eastwood Drive Phase 2

Jamie's Crew (SS):

- **Station 3+12± to Station 0+92±:** Contractor removed existing 6-inch asbestos cement stormwater pipe along the east right-of-way, on Eastwood Drive, between houses #538 and #504 Eastwood Drive (217 LF). Removed 6-inch asbestos cement stormwater pipe was measured for payment.

Cypress Way East Phase 2

Jamie's Crew (SS):

- **Station 28+50± to Station 28+75±:** Contractor removed existing 6-inch asbestos-cement stormwater pipe under driveway along the north right-of-way, on Eastwood Drive, adjacent to house #699 Cypress Way East (28 LF). Removed 6-inch asbestos cement stormwater pipe was measured for payment.
  - Contractor set up an exclusion zone using caution tape and orange traffic barrels.
  - Contractor placed Danger signs on the exclusion zone.
  - Contractor wore protective suits and respirators while removing asbestos-cement stormwater pipe.
  - Contractor wrapped removed asbestos-cement stormwater pipe in 8 mil LLDPE plastic sleeves, secured with duct tape at the ends. Also, contractor placed Danger labels on the wrapped asbestos cement stormwater pipes.
  - Contractor placed wrapped and labeled asbestos-cement stormwater pipe in a plastic sheeting lined dumpster and removed dumpster from site to the contractor's store yard.

#4 - Subcontractor – ESH-CORE:

Eastwood Drive Phase 2

Eric (SS):

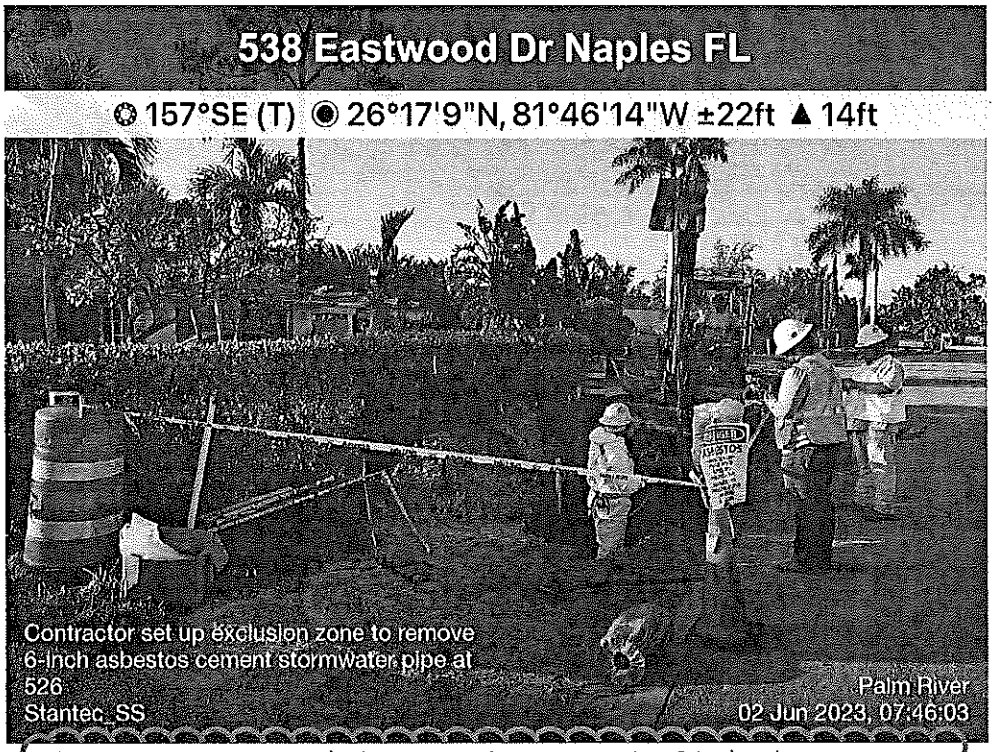
- **Station 3+12± to Station 0+92±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos-cement stormwater pipe along the east right-of-way, on Eastwood Drive, between houses #538 to #504 Eastwood Drive.

Eastwood Drive Phase 2

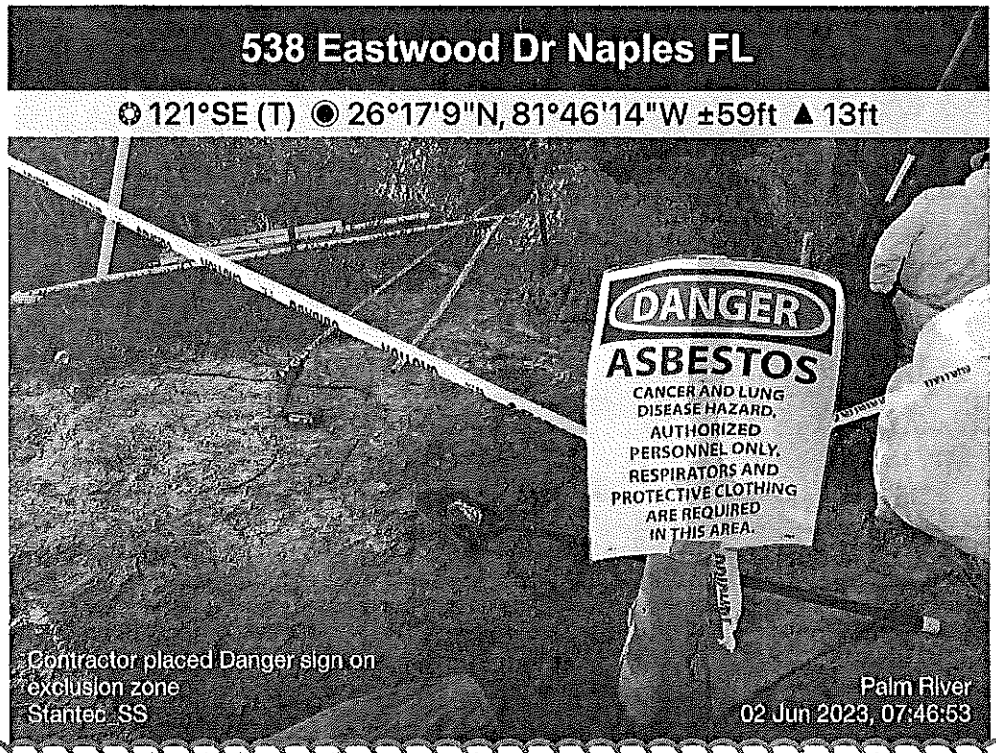
Eric (SS):

- **Station 28+50± to Station 28+75±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos-cement stormwater pipe along the north right-of-way, on Cypress Way East, adjacent to house #669 Cypress Way East.

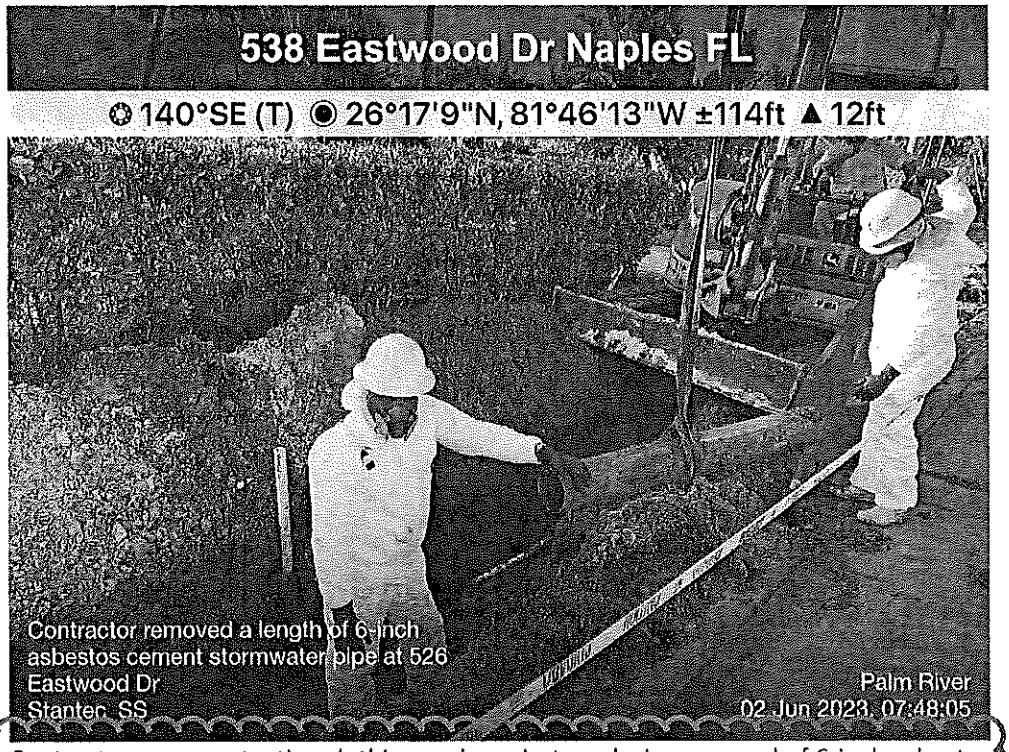
RPR Name and Position	Hours at Job Site/Office		Total Hours
Scott Sikorski, Senior RPR	7:00 a.m.	5:30 p.m.	10.5 hours



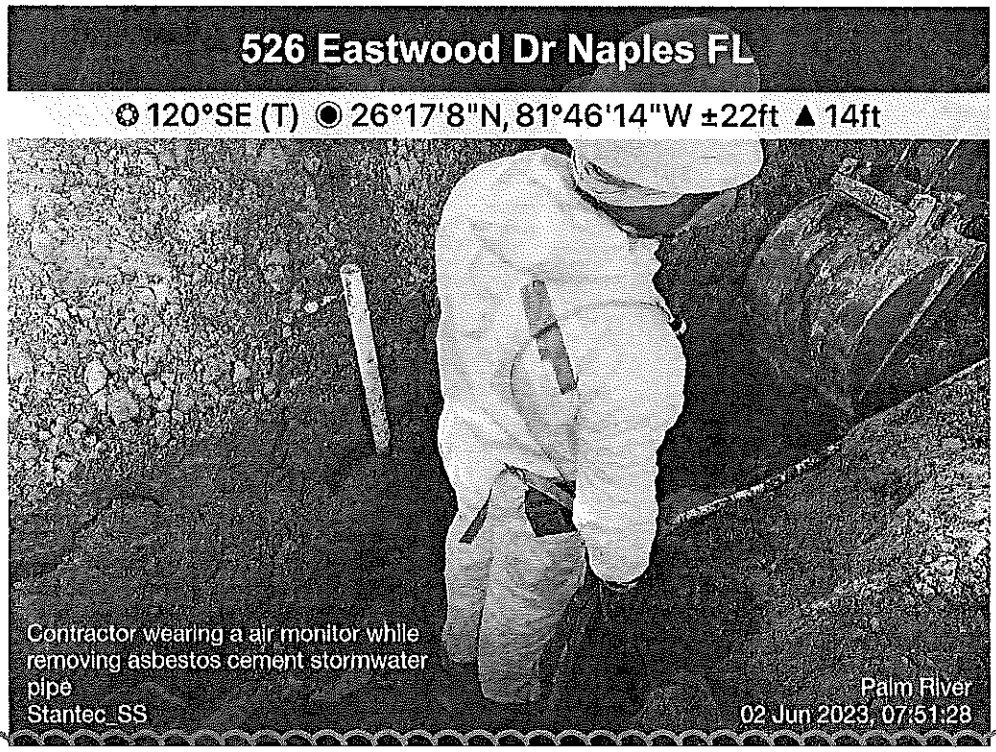
Contractor set up an exclusion zone prior to removing 6-inch asbestos-cement stormwater pipe adjacent to house #526 Eastwood Drive, near Sta. 2+70±.



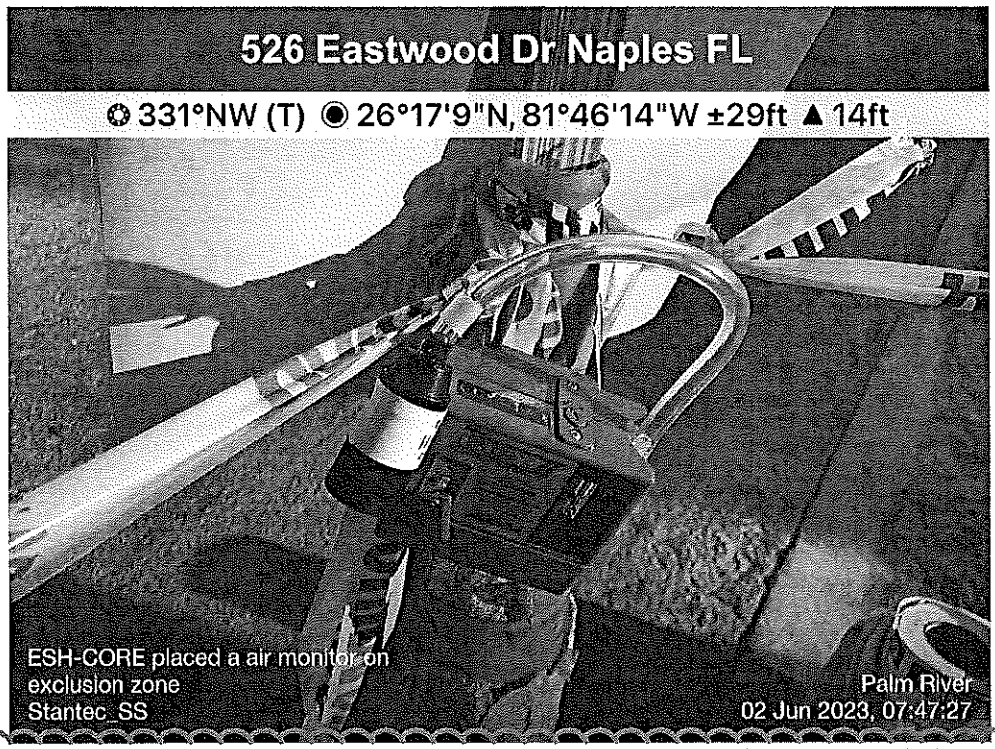
Contractor placed a "Danger" sign on exclusion zone prior to removing 6-inch asbestos cement stormwater pipe adjacent to house #526 Eastwood Drive, near Sta. 2+70±.



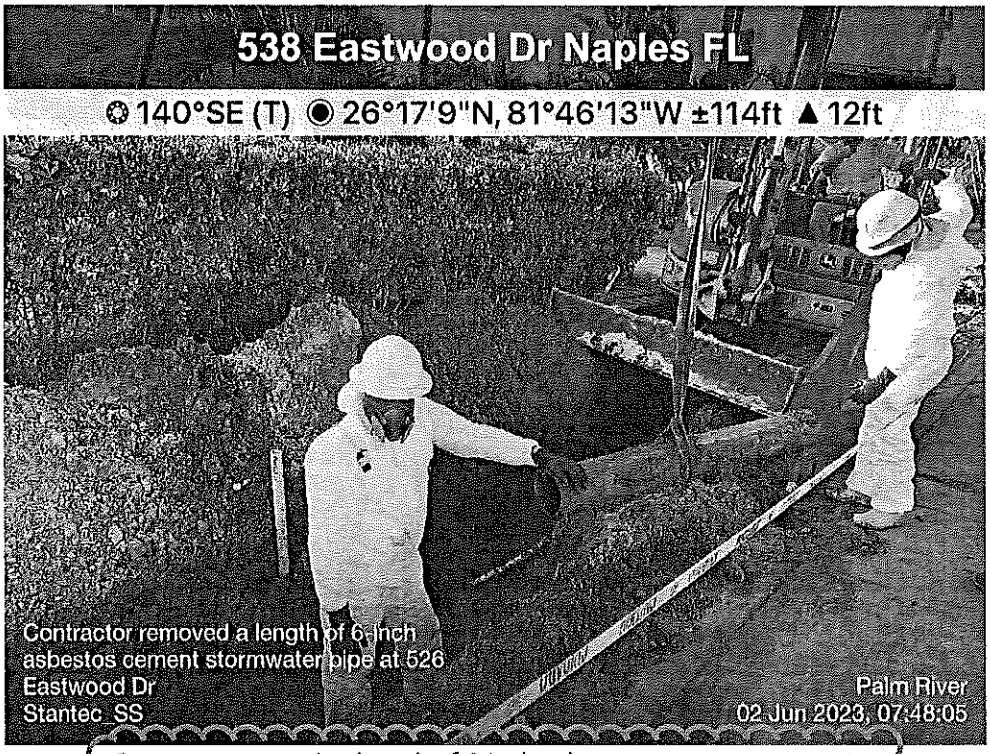
Contractor wore protective clothing and respirators during removal of 6-inch asbestos cement stormwater pipe adjacent to house #526 Eastwood Drive, near Sta. 2+70±.



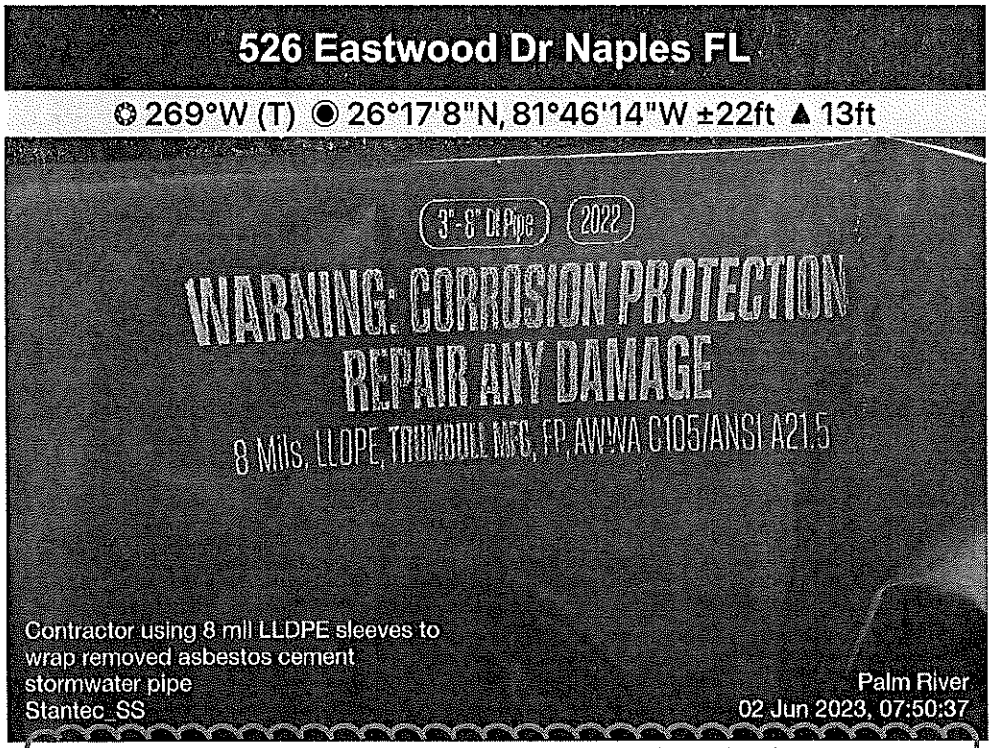
Subcontractor ESH-CORE placed an air monitor on crew member during removal of 6-inch asbestos-cement stormwater pipe adjacent to house #526 Eastwood Drive, near Sta. 2+70±.



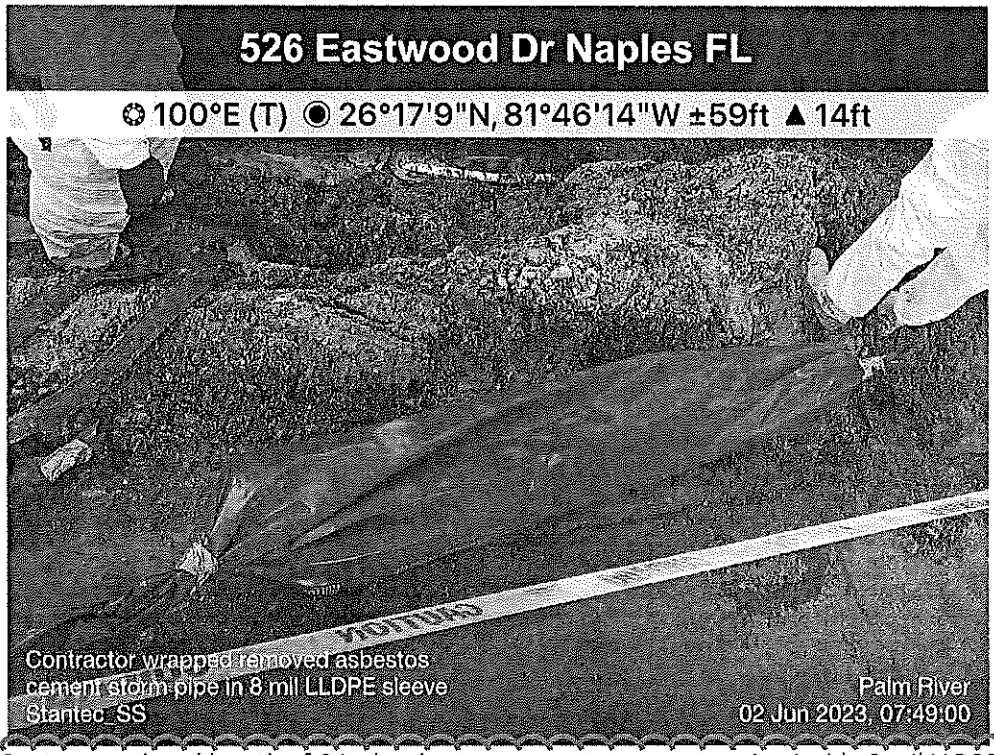
Subcontractor ESH-CORE placed an air monitor on exclusion zone during removal of 6-inch asbestos-cement stormwater pipe adjacent to house #526 Eastwood Drive, near Sta. 2+70±.



Contractor removing length of 6-inch asbestos-cement stormwater pipe, adjacent to house #526 Eastwood Drive, near Sta. 2+70±.



Contractor using 8 mil LLDPE sleeve to wrap removed 6-inch asbestos-cement stormwater pipe, adjacent to house #526 Eastwood Drive, near Sta. 2+70±.



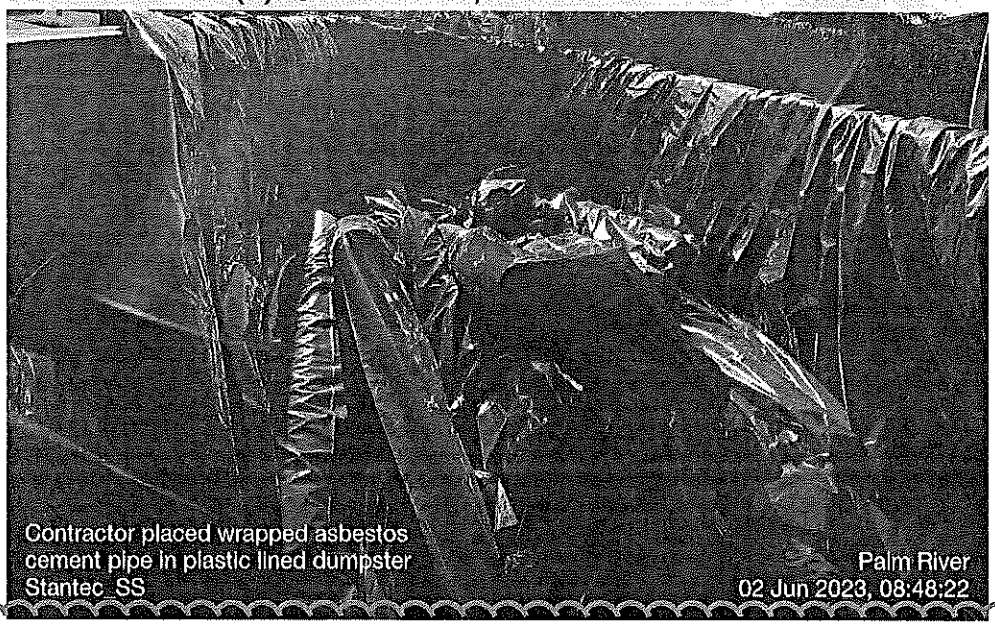
Contractor placed length of 6-inch asbestos-cement stormwater pipe inside 8 mil LLDPE sleeve secured with duct tape, adjacent to house #526 Eastwood Drive, near Sta. 2+70±.



Contractor placed "Danger" label on 8 mil LLDPE sleeve, adjacent to house #526 Eastwood Drive, near Sta. 2+70±.

675 Cypress Way E Naples FL

81°E (T) 26°17'7"N, 81°46'18"W ±114ft ▲16ft



Contractor placed wrapped and labeled 6-inch asbestos-cement stormwater pipe in plastic lined dumpster, prior to being removed from site, adjacent to house #675 Cypress Way East.

681 Cypress Way E Naples FL

233°SW (T) 26°17'7"N, 81°46'17"W ±16ft ▲14ft



Contractor placed wrapped and labeled 6-inch asbestos-cement stormwater pipe in plastic lined dumpster, prior to being removed from site, adjacent to house #675 Cypress Way East.

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **6/8/2023**			
RPRs: **Scott Sikorski, Gerry Hills**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Thursday**	Contract Day: **65**	Total Days: **420/450**	Accident Report #:
HIGH TEMP (F): **88°F**	AM Conditions: **Partly Cloudy**	PM Conditions: **Partly Cloudy**	N/A
LOW TEMP (F): **77°F**			

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Alfonso (SS, GH):

- Contractor on site to assist and supervise crews.

Planned Activities for the week:

- No general activities anticipated.

Water System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Alberto's Crew (SS, GH):

- **Station 43+80± to Station 42+20±:** Contractor installed un-restrained 10-inch DR 18 PVC water main along the east side of Cypress Way East, between the valley gutter and sidewalk as approved by Grady Minor E.O.R., between houses #414 and #422 Cypress Way East (160 LF). Installed 10-inch water main was measured for payment.

Note: *Trench conditions were wet at bottom of trench. Contractor used a 2-inch submersible pump to dewater excavation. Contractor placed #57 stone bedding in bottom of trench prior to installing 10-inch water main. Contractor placed and compacted native soil backfill first lift approximately 6-inch above installed water main as approved by E.O.R., with the following lifts placed at approximately 12-inch lifts. Contractor placed blue locator tape above installed water main. Contractor placed a blue marker ball at approximately 100-foot intervals. Contractor used a broom tractor to sweep roadway at end of the day.*

#2 - Subcontractor – Tru-Spec Mechanical:

- No activity observed today.

Planned Activities for the week:

- Contractor anticipates installing new water main in Phase #2.

Wastewater System

Remarks

#1 - Prime Contractor – Haskins:

- No wastewater activity observed today.

Planned Activities for the week:

- No planned activities for the week.

Stormwater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Alfonso's Crew (SS):

- **Station 31+42± to Station 31+99±:** Contractor removed existing 6-inch asbestos-cement stormwater pipe along the north right-of-way, on Cypress Way East, between houses #687 Cypress Way East and #515 Eastwood Drive on Cypress Way East (57 LF). Removed 6-inch asbestos-cement stormwater pipe was measured for payment.
  - Contractor set up an exclusion zone using caution tape and orange traffic barrels.
  - Contractor placed Danger signs on the exclusion zone.
  - Contractor wore protective suits and respirators while removing asbestos cement stormwater pipe.
  - Contractor wrapped removed asbestos-cement stormwater pipe in 8 mil LLDPE plastic sleeves, secured with duct tape at the ends. Also, contractor placed Danger labels on the wrapped asbestos cement stormwater pipes.
  - Contractor placed wrapped and labeled asbestos-cement stormwater pipe in a plastic sheeting lined dumpster and removed dumpster from site to the contractor's store yard.

#3 - Subcontractor – ESH-CORE:

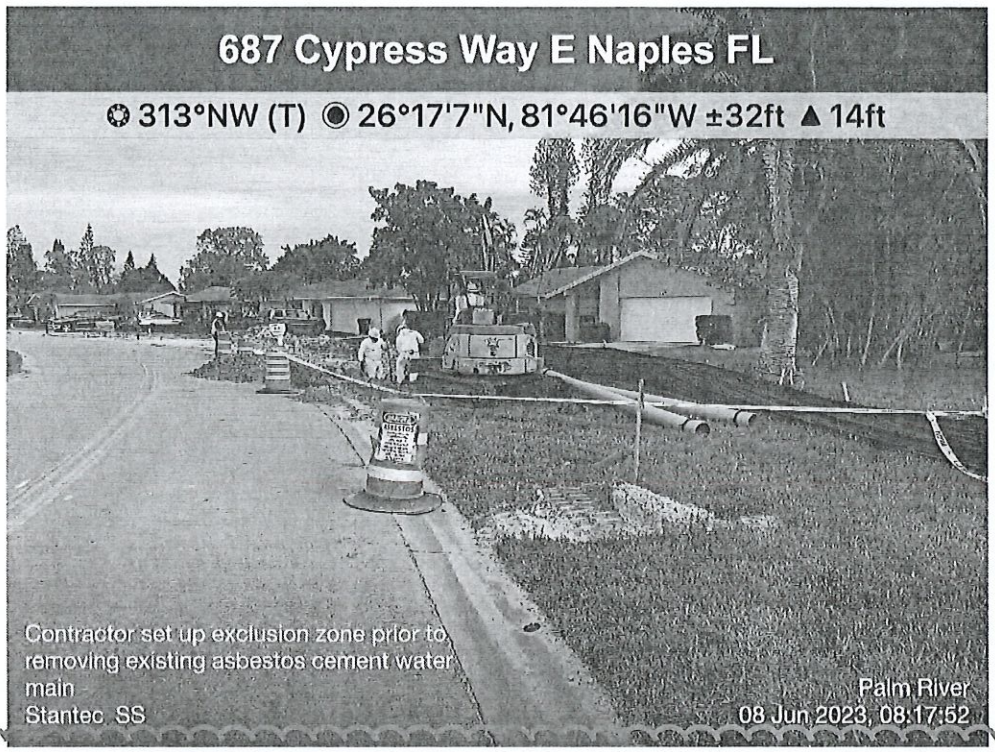
Cypress Way East Phase 2

Eric (SS):

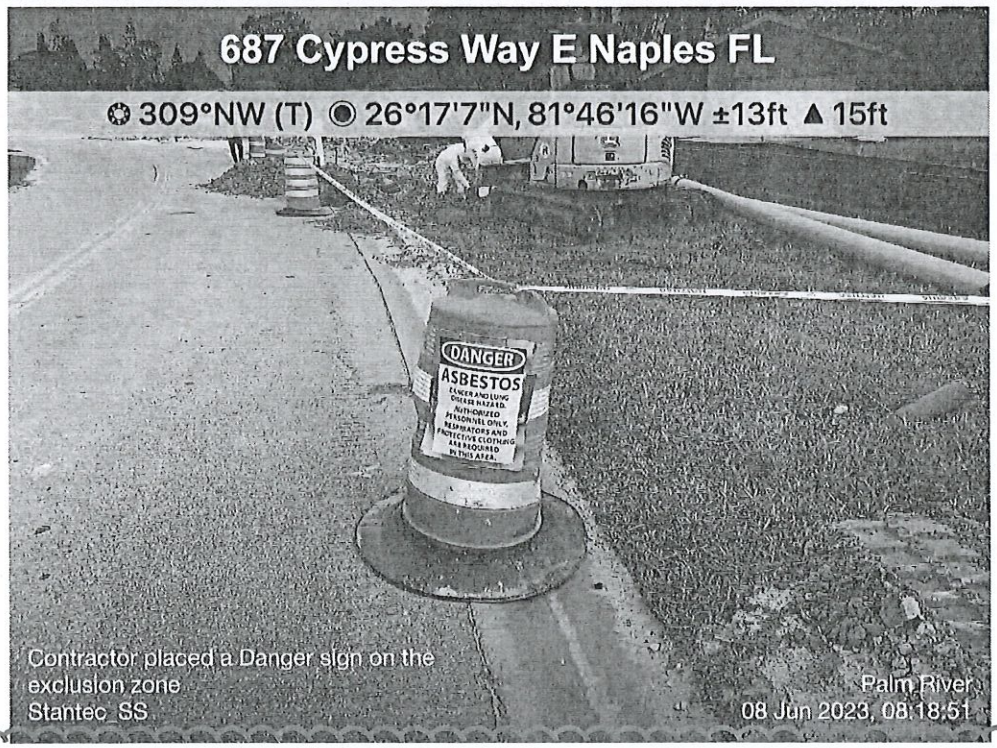
- **Station 31+42± to Station 31+99±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos-cement stormwater pipe along the north right-of-way, on Cypress Way East, between houses #687 Cypress Way East and #515 Eastwood Drive on Cypress Way East.
  - Subcontractor placed an air monitor on the exclusion zone. Also, subcontractor placed an air monitor on one crew member while removing asbestos cement stormwater pipe.

Planned Activities for the week:

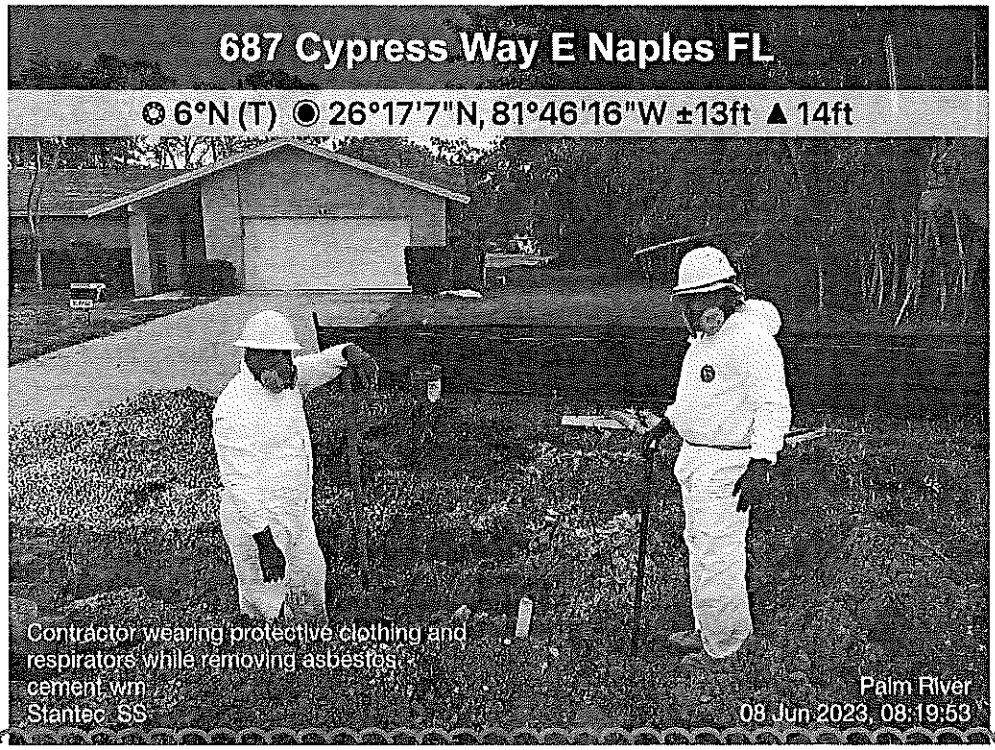
- No planned activities for the week.



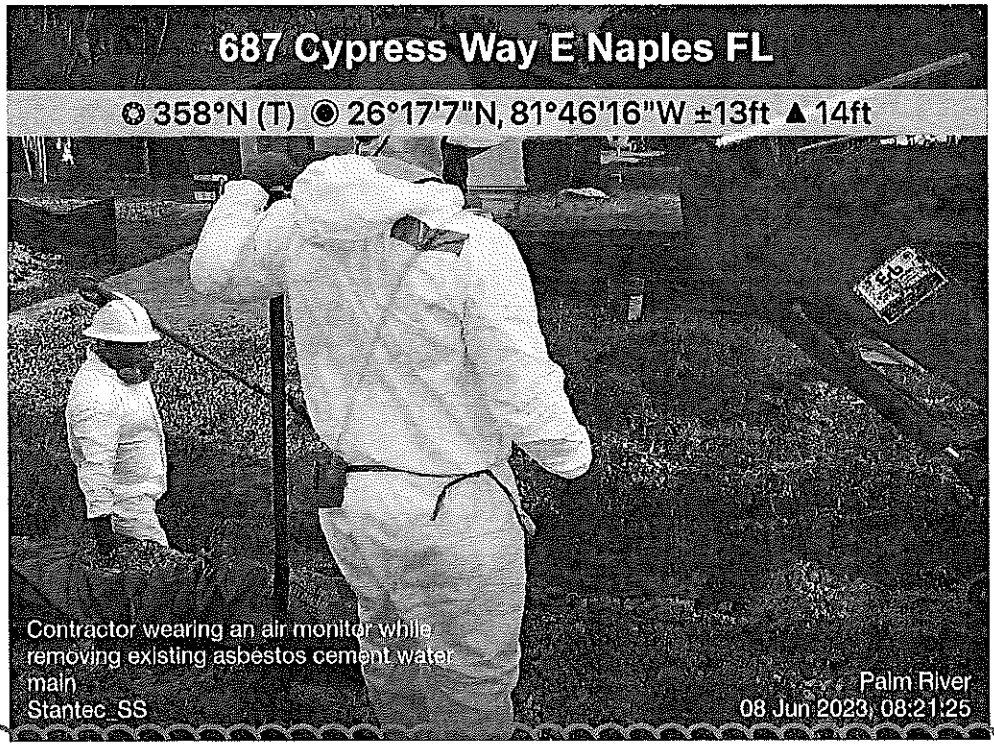
Contractor set up an exclusion zone using orange traffic barrels and caution tape, prior to removing existing 6-inch asbestos-cement stormwater pipe, adjacent to house #687 Cypress Way East, near Sta. 31+42±.



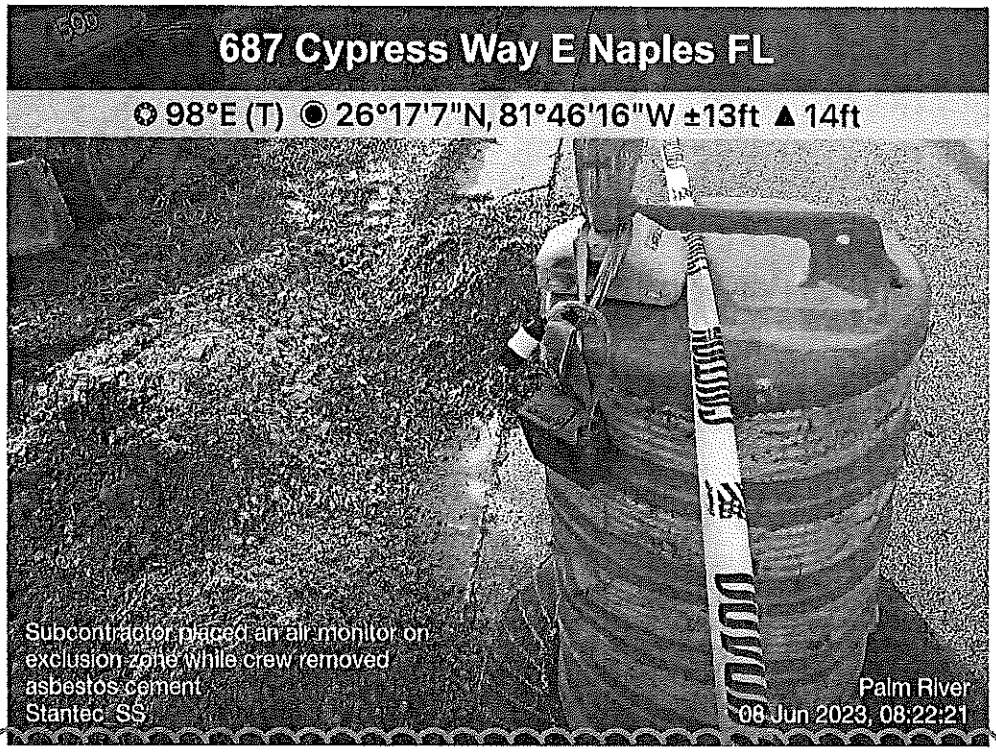
Contractor placed a "Danger" sign on the exclusion zone, prior to removing existing 6-inch asbestos-cement stormwater pipe, adjacent to house #687 Cypress Way East, near Sta. 31+42±.



Contractor wore protective clothing and respirators while removing existing 6-inch asbestos-cement stormwater pipe, adjacent to house #687 Cypress Way East, near Sta. 31+42±.



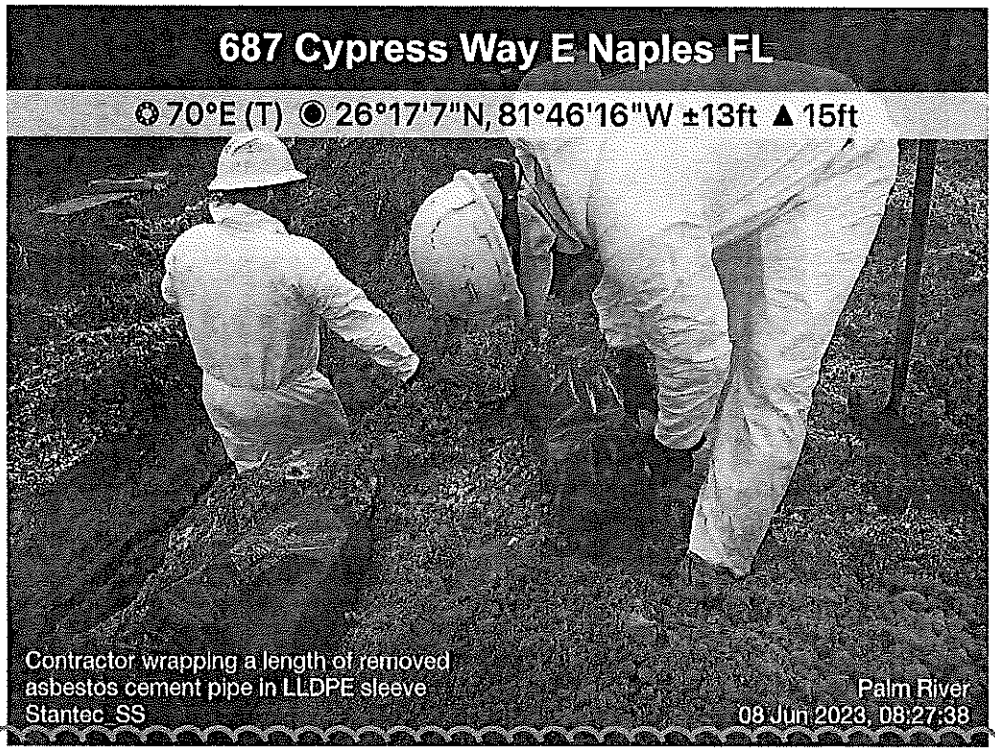
Contractor crew member wearing air monitor while removing existing 6-inch asbestos-cement stormwater pipe, adjacent to house #687 Cypress Way East, near Sta. 31+42±.



Subcontractor ESH-CORE placed an air monitor on the exclusion zone while removing existing 6-inch asbestos-cement stormwater pipe, adjacent to house #687 Cypress Way East, near Sta. 31+42±.



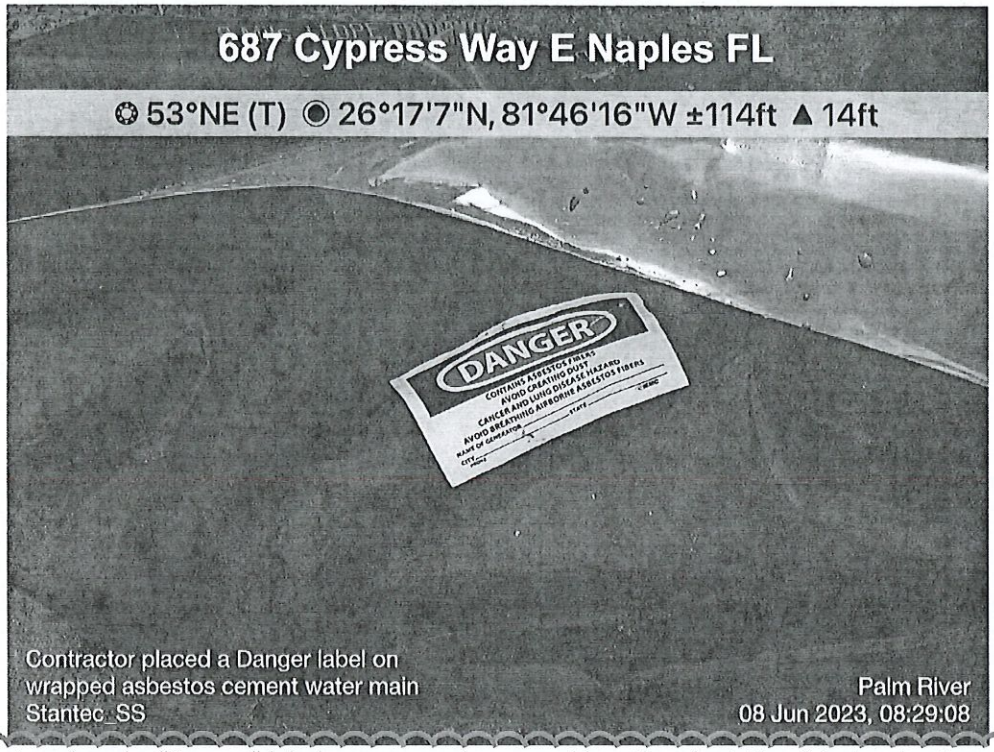
Contractor removing length of existing 6-inch asbestos-cement stormwater pipe, adjacent to house #687 Cypress Way East, near Sta. 31+52±.



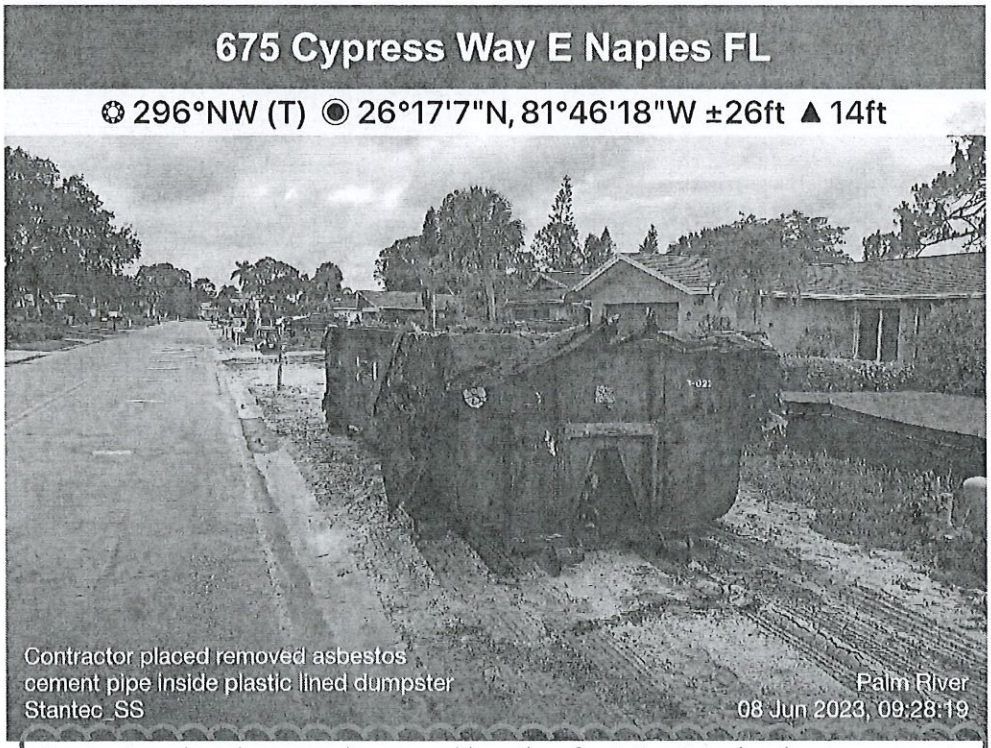
Contractor wrapping removed length of existing 6-inch asbestos-cement stormwater pipe in 8 mil LLDPE plastic sleeve secured with duct tape, adjacent to house #687 Cypress Way East, near Sta. 31+52±.



Contractor wrapped removed lengths of existing 6-inch asbestos-cement stormwater pipe in 8 mil LLDPE plastic sleeve secured with duct tape, adjacent to house #687 Cypress Way East, near Sta. 31+52±.



Contractor placed a "Danger" label on wrapped removed lengths of existing 6-inch asbestos-cement stormwater pipe in 8 mil LLDPE plastic sleeve, adjacent to house #687 Cypress Way East, near Sta. 31+52±.



Contractor placed wrapped removed lengths of existing 6-inch asbestos-cement stormwater pipe inside plastic lined dumpster, prior to being removed from site.

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **5/3/2024**			
RPRs: **Gerry Hills**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Friday**	Contract Day: **380**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **90°F**	AM Conditions: **Sunny**	PM Conditions: **Sunny**	N/A
LOW TEMP (F): **68°F**			

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (GH):

- Contractor on site to assist and supervise crews.

Palm River Blvd. Phase 1

- No activity observed today

Planned Activities for the week:

- Contractor anticipates restoring the right-of-way along Palm River Blvd. Phase 1.
- Contractor anticipates restoring the right-of-way along Golfview Drive Phase 1.

Water System

Remarks

#1 - Prime Contractor – Haskins:

- No activity observed today.

#4 - Subcontractor – Curb King:

- No activity observed today.

Planned Activities for the week:

- No activity observed today.

Wastewater System

Remarks

#1 - Prime Contractor – Haskins:

Pompano Drive Phase 2

- No activity observed today.

#2 - Subcontractor – YPC:

- No activity observed today.

#3 - Subcontractor – Precision Lift Station:

- No activity observed today.

#5 - Subcontractor – Restoration and Protective Solutions:

Cypress Way East Phase 1

Dalton's Crew (GH):

- **Station 14+21±:** Subcontractor worked on existing wet well structure, applying final coating layers, at existing pump station 103.08, for existing pump station rehabilitation, adjacent to house #575 Cypress Way East.
  - Subcontractor applied final coating, on the interior of the wet well, using GasGuard 1000 polymer.
  - Subcontractor placed confined space blower with duct into wet well prior to entering and applying coating.
  - Subcontractor used harness to enter wet well.

#7 - Subcontractor – MG Electric:

Cypress Way East Phase 1

Mark's Crew (GH):

- **Station 14+21±:** Subcontractor continued installing new pump station 103.08 control panel, subcontractor installing electrical conduits between control panel, disconnect switch, meter can, motor junction box, generator receptacle, and FP&L electrical power connection on control panel in the north right-of-way, at east of the wet well, adjacent to house #575 Cypress Way East. Subcontractor installed and placed copper ground rods, copper wire, fence posts, ground clamps and concrete electrical boxes as part of proposed pump station lightning protection.

Planned Activities for the week:

- Contractor and subcontractors anticipate rehabilitating existing pump station 103.08 on Cypress Way East Phase 1.
- Contractor anticipates installing sanitary sewer system on Cypress Way East Phase 2.

Stormwater System

Remarks

#1 - Prime Contractor – Haskins:

Pompano Drive Phase 2

Mario's, Jamie's, and Alberto's Crews (GH):

- **Station 13+57± to Station 0+50±:** Contractor removed existing 6-inch asbestos-cement stormwater pipe along the north right-of-way of Pompano Drive, between houses #652 and #536 Pompano Drive. Removed asbestos-cement pipe was measured for payment (1307-feet).
- **Station 3+25±:** Contractor removed existing 6-inch asbestos-cement stormwater pipe crossing Pompano Drive adjacent to house #551 Pompano Drive. Removed asbestos-cement pipe was measured for payment (61-feet).
  - Contractor placed caution tape around excavation.
  - Contractor posted required "Danger" signage at excavation.

- Contractor workers wore required PPE while removing asbestos-cement stormwater pipe.
- Contractor wrapped removed asbestos-cement stormwater main in 8 mil LLDPE plastic sleeves.
- Contractor placed a "Danger" label on 8 mil LLDPE plastic sleeves containing removed asbestos-cement stormwater main.
- Contractor loaded wrapped asbestos-cement stormwater main in a lined dumpster and hauled from site to Contractors' storage yard.

#6 - Subcontractor – ESH-CORE:

Pompano Drive Phase 2

Eric (GH):

- **Station 13+57± to Station 0+50±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos cement stormwater pipe along the north right-of-way, on Pompano Drive, between houses #693 and #515 Pompano Drive.
  - Subcontractor placed an air monitor on the exclusion zone. Also, subcontractor placed an air monitor on one crew member while removing asbestos cement stormwater main.

Planned Activities for the week:

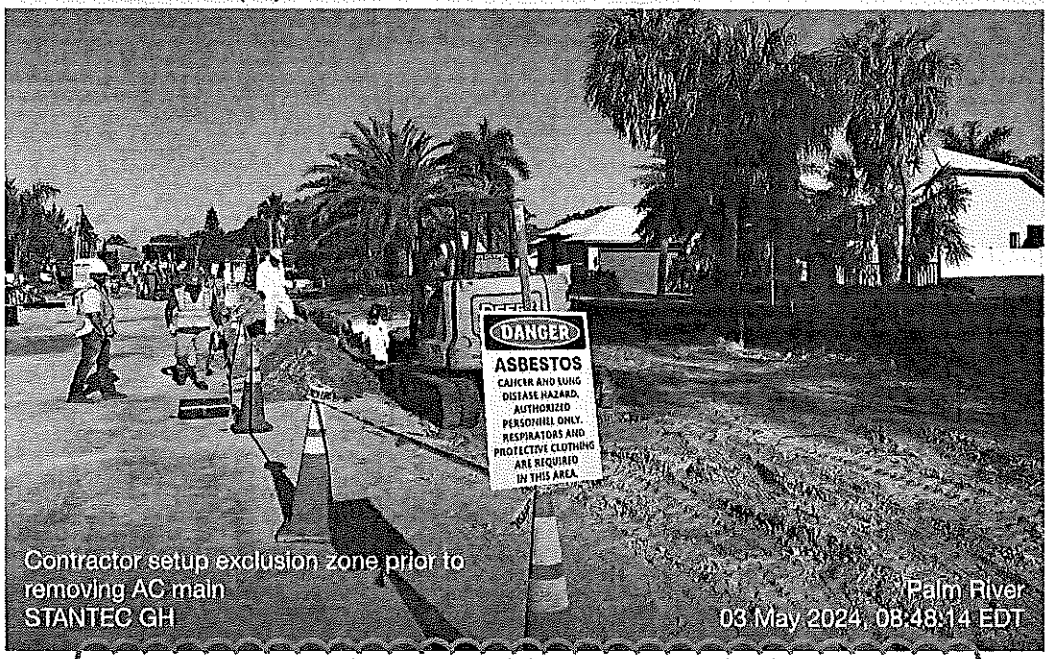
- No stormwater activity anticipated.

Dust Control Activity During the Day					
Location	Time	Time	Time	Time	Time
Eastwood Drive					
Pompano Drive					

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1	Prime: **Haskins**	Superintendent	1	10.0	Field Supervisor	4	10.0	Pipe Layer	4	10.0
		Operator	2	10.0	Laborer	8	10.0	Truck Driver	2	9
2	Sub / Utility: **YPC**	Technician	0	0						
3	Sub / Utility: **Precision Lift Station**	Field Supervisor	0	0	Laborer	0	0			
4	Sub / Utility: **Curb King**	Field Supervisor	0	0	Laborer	0	0			
5	Sub / Utility: **Restoration and Protective Solutions**	Field Supervisor	3	9	Laborer	0	0			
6	Sub / Utility: **ESH-CORE**	Competent Person	1	9						
7	Sub / Utility: **MG Electric**	Supervisor	1	8	Technicians	4	8			

657 Pompano Dr Naples 34110

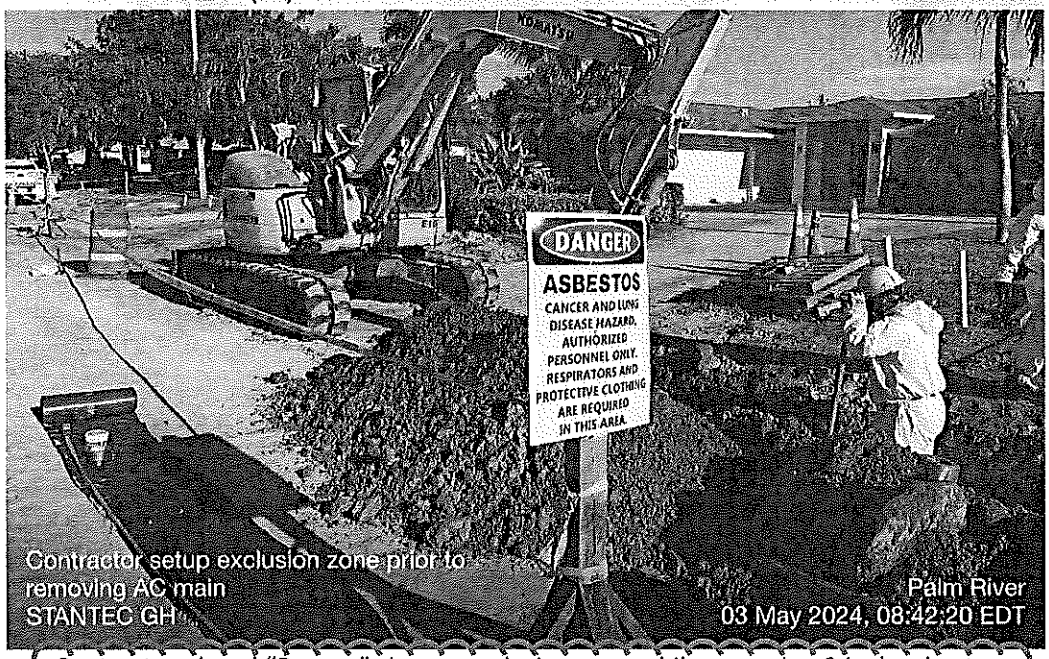
✪ 295°NW (M) **LAT:** 26.286670 **LON:** -81.772593 ±13ft ▲ 11ft



Contractor setup exclusion zone while removing 6-inch asbestos cement stormwater main, adjacent to house #657 Pompano Drive, near Sta. 7+50±.

687 Pompano Dr Naples 34110

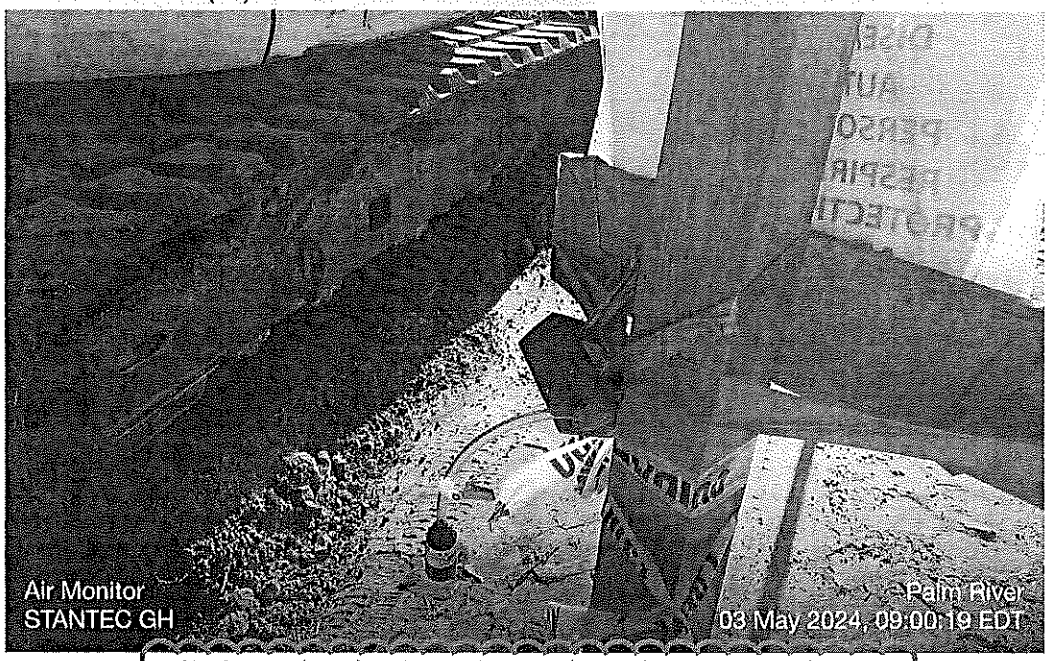
✪ 318°NW (M) **LAT:** 26.286671 **LON:** -81.771116 ±13ft ▲ 4ft



Contractor placed "Danger" sign on exclusion zone while removing 6-inch asbestos cement stormwater main, adjacent to house #687 Pompano Drive, near Sta. 12+00±.

690 Pompano Dr Naples 34110

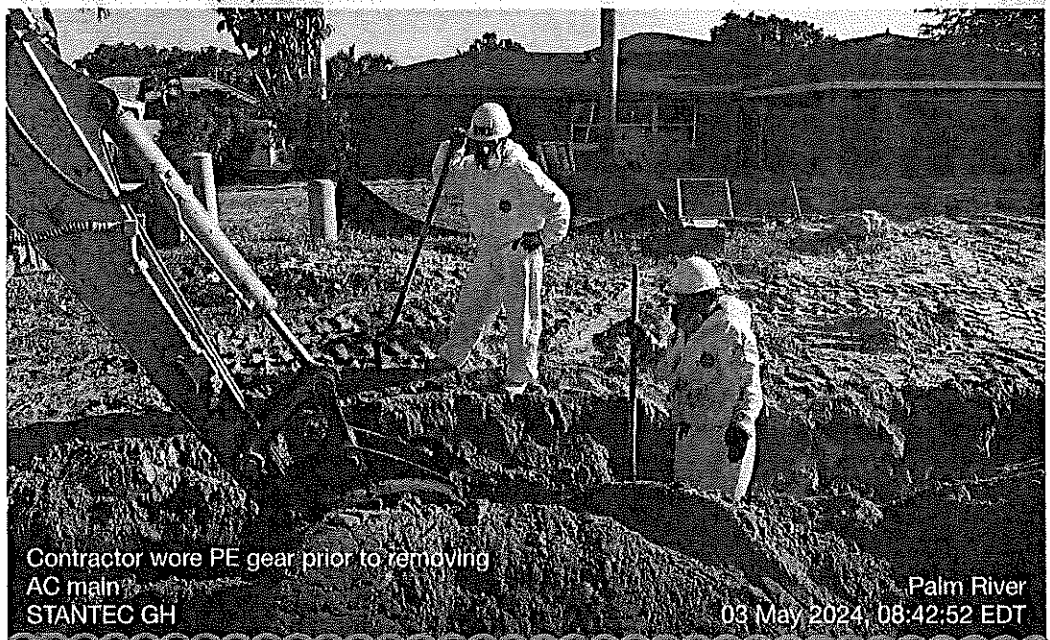
68°E (M) **LAT:** 26.286625 **LON:** -81.771362 ±29ft ▲ 15ft



ESH-CORE placed a air monitor on the exclusion zone, adjacent to house #690 Pompano Drive, near Sta. 12+40±.

687 Pompano Dr Naples 34110

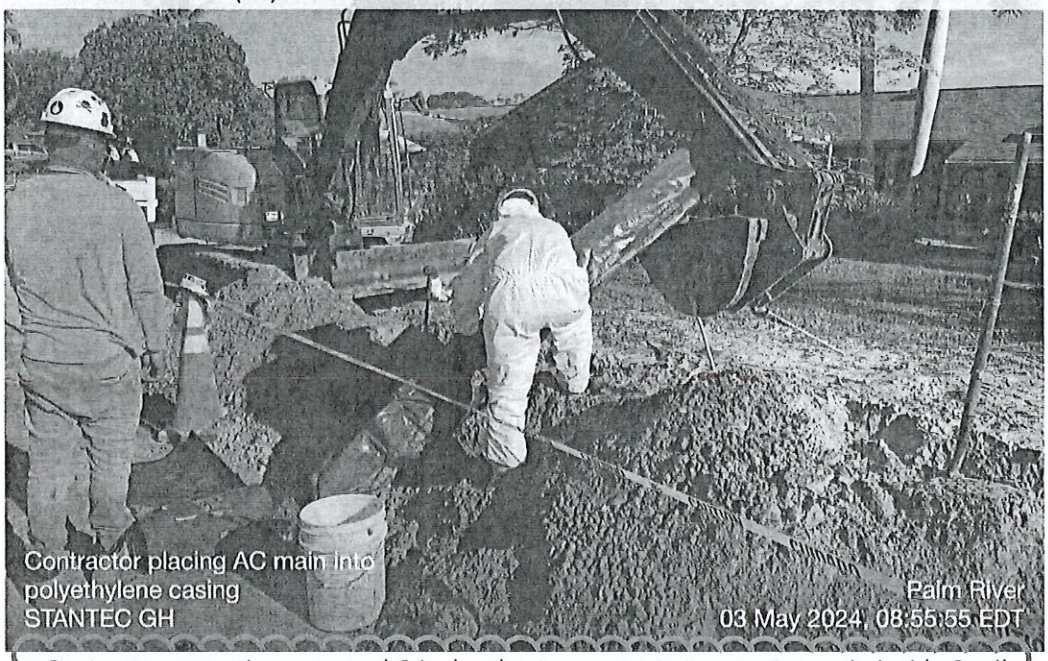
19°N (M) **LAT:** 26.286684 **LON:** -81.771131 ±13ft ▲ 10ft



Contractor wearing protective clothing and respirators while removing 6-inch asbestos cement stormwater main, adjacent to house #687 Pompano Drive, near Sta. 12+40±.

645 Pompano Dr Naples 34110

319°NW (M) **LAT:** 26.286628 **LON:** -81.773105 ±13ft ▲ 15ft



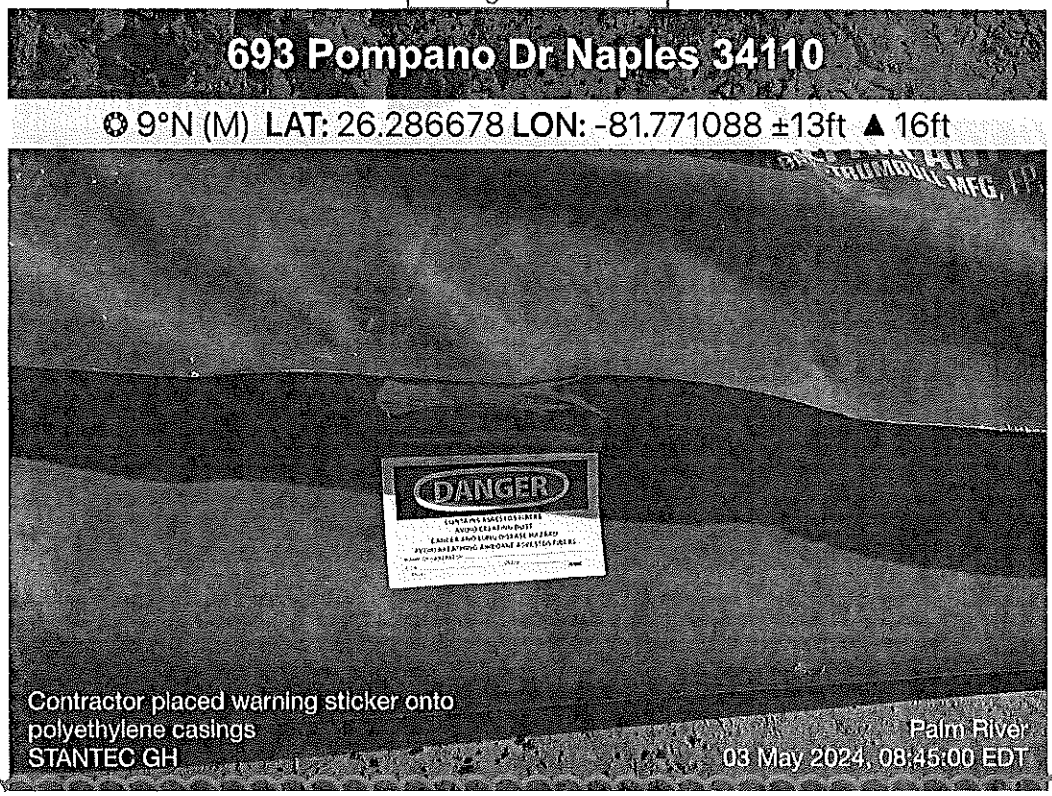
Contractor wrapping removed 6-inch asbestos cement stormwater main inside 8 mil LLDPE plastic sleeve, adjacent to house #645 Pompano Drive, near Sta. 6+00±.

693 Pompano Dr Naples 34110

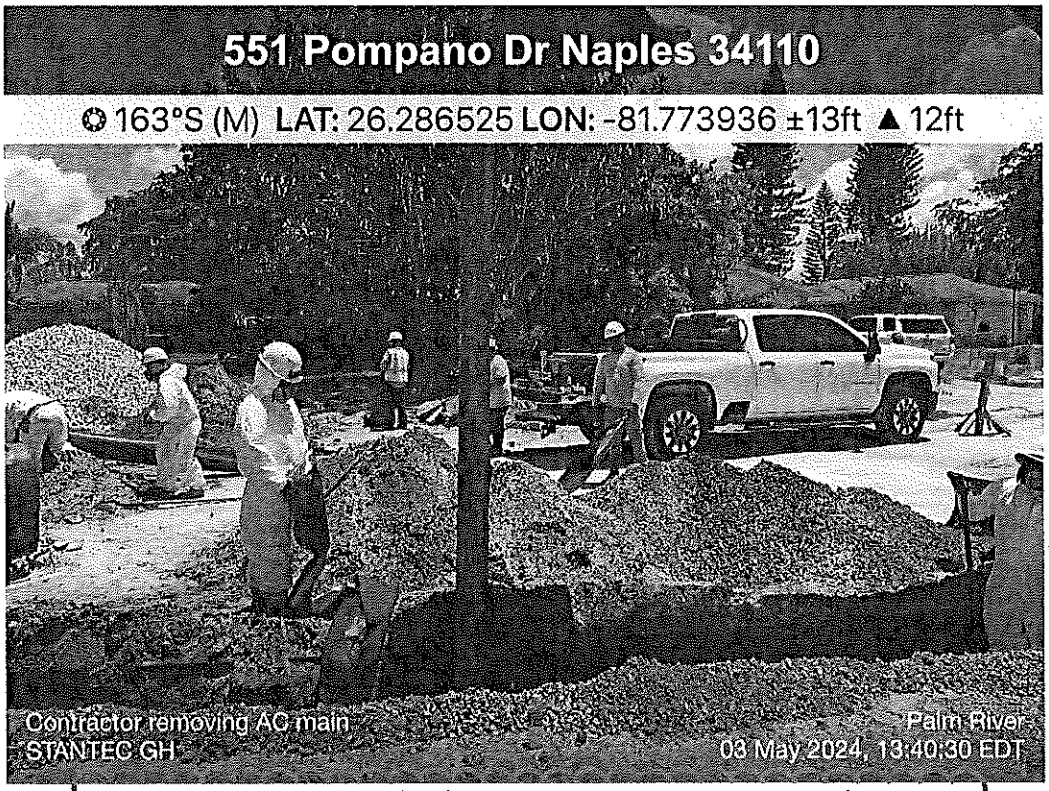
344°N (M) **LAT:** 26.286683 **LON:** -81.771025 ±13ft ▲ 18ft



Contractor wrapping removed 6-inch asbestos cement stormwater main inside 8 mil LLDPE plastic sleeve, adjacent to house #693 Pompano Drive, near Sta. 13+00±.



Contractor placed a Danger label on wrapped 6-inch asbestos cement stromwater main inside 8 mil LLDPE plastic sleeve, adjacent to house #652 Pompano Drive, near Sta. 13+00±.



Contractor removing 6-inch asbestos cement stormwater main adjacent to house #693 Pompano Drive, near Sta. 3+50±.

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **6/10/2024**			
RPRs: **Scott Sikorski**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Monday**	Contract Day: **418**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **91°F** LOW TEMP (F): **79°F**	AM Conditions: **Partly Cloudy**	PM Conditions: **Partly Cloudy**	N/A

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (SS):

- Contractor on site to assist and supervise crews.

Pompano Drive Phase 2

Cory's Crew (SS):

- **Stations 9+10±, 10+90±, 11+80±, 12+20±:** Contractor placed native soil backfill along restored concrete driveways, at houses #669, #681, and #687 (west and east) Pompano Drive.
- **Station 11+80±:** Contractor excavated and compacted driveway at approximately sub-base elevation, then placed and compacted approximately 6-inches of F.D.O.T. certified compatible limerock base, in preparation for paver driveway restoration, at house #690 Pompano Drive. Restored driveway will be measured for payment when completed.

#3 - Subcontractor – Superior Interlocking Pavers:

Pompano Drive Phase 2

Jack's Crew (SS):

- **Station 8+00±:** Subcontractor worked on restoring paver driveway to house #660 Pompano Drive. Subcontractor placed and graded coarse sand base on previously placed limerock base. Subcontractor began replacing driveway paver bricks. Paver driveway will be measured for payment when completed.

Planned Activities for the week:

- Contractor anticipates driveway restoration on Pompano Drive Phase 2.

Water System

Remarks

#1 - Prime Contractor – Haskins:

- No water activity observed today.

Planned Activities for the week:

- No water activity anticipated.

Cypress Way East Phase 2

Jamie's Crew (SS):

- **Station 31+60± to Station 30+37±:** Contractor removed existing 6-inch asbestos-cement **stormwater** pipe along the north right-of-way of Cypress Way East, between houses #687 and #681 Cypress Way East. Removed asbestos-cement pipe was measured for payment (123-feet). Removed asbestos cement stormwater pipes were measured for payment as asbestos cement water main.
- **Station 27+57± to Station 24+78±:** Contractor removed existing 6-inch asbestos-cement **stormwater** pipe along the north right-of-way of Cypress Way East, between houses #657 and #645 Cypress Way East. Removed asbestos-cement pipe was measured for payment (279-feet). Removed asbestos cement stormwater pipes were measured for payment as asbestos cement water main.
  - Contractor placed caution tape around excavation.
  - Contractor posted required "Danger" signage at excavation.
  - Contractor workers wore required PPE while removing asbestos-cement water main.
  - Contractor wrapped removed asbestos-cement water main in 8 mil LLDPE plastic sleeves.
  - Contractor placed a "Danger" label on 8 mil LLDPE plastic sleeves containing removed asbestos-cement water main.
  - Contractor loaded wrapped asbestos-cement water main in a lined dumpster and hauled from site to contractors' storage yard.

#4 - Subcontractor – ESH-CORE:

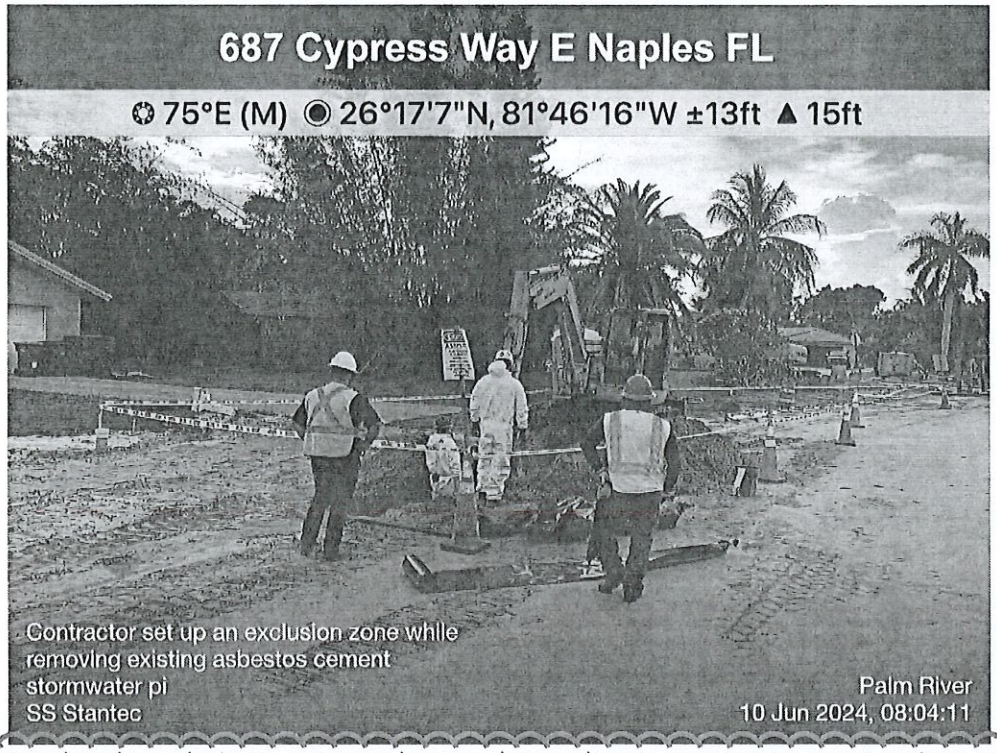
Cypress Way East Phase 2

Eric (SS):

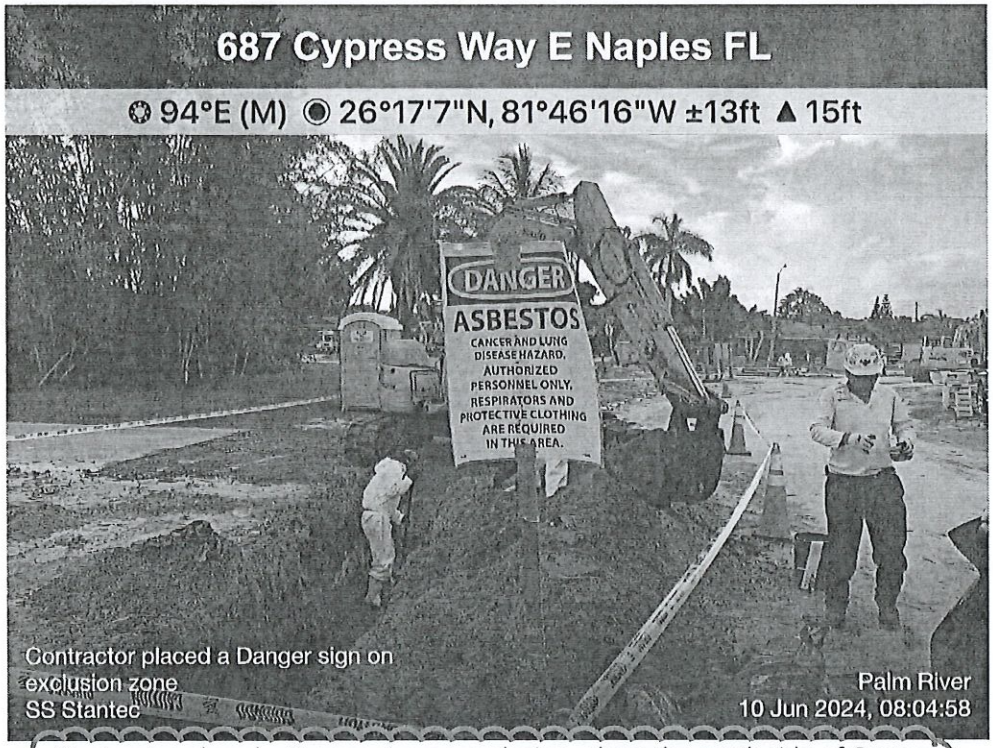
- **Station 31+60± to Station 30+37±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos cement stormwater pipe along the north right-of-way, on Cypress Way East, between houses #687 and #681 Cypress Way East.
- **Station 27+57± to Station 24+78±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos cement stormwater pipe along the north right-of-way, on Cypress Way East, between houses #657 and #645 Cypress Way East.
  - Subcontractor placed an air monitor on the exclusion zone. Also, subcontractor placed an air monitor on one crew member while removing asbestos cement water main.

Planned Activities for the week:

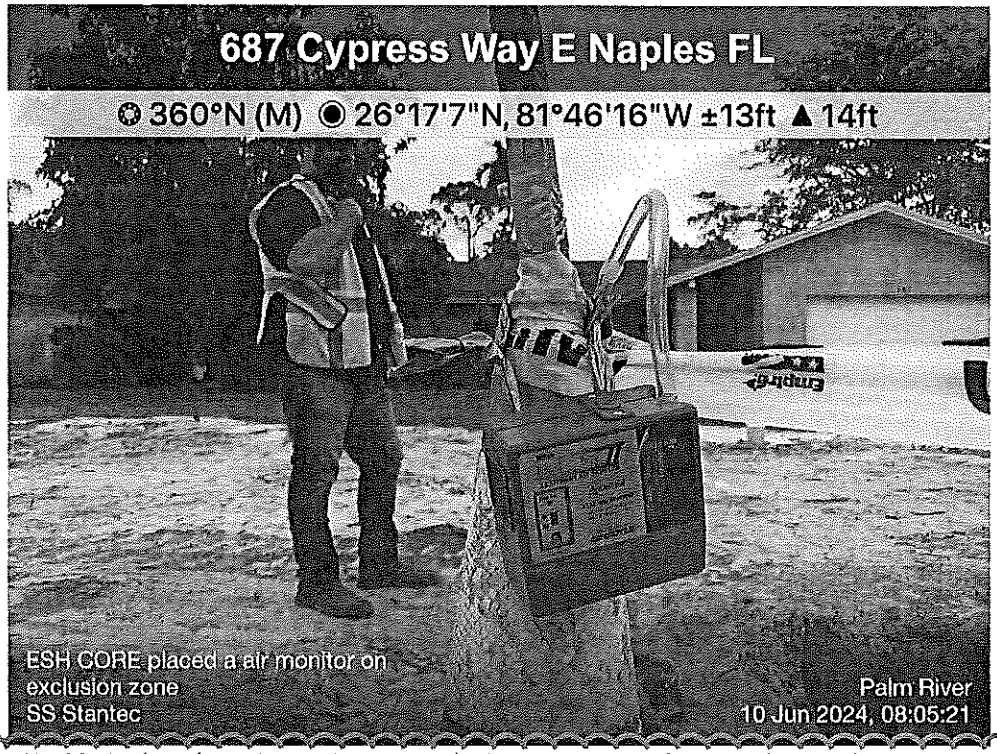
- Contractor anticipates installing stormwater system on Cypress Way East Phase 2.
- Contractor anticipates removing existing asbestos cement stormwater pipes on Cypress Way East Phase 2.



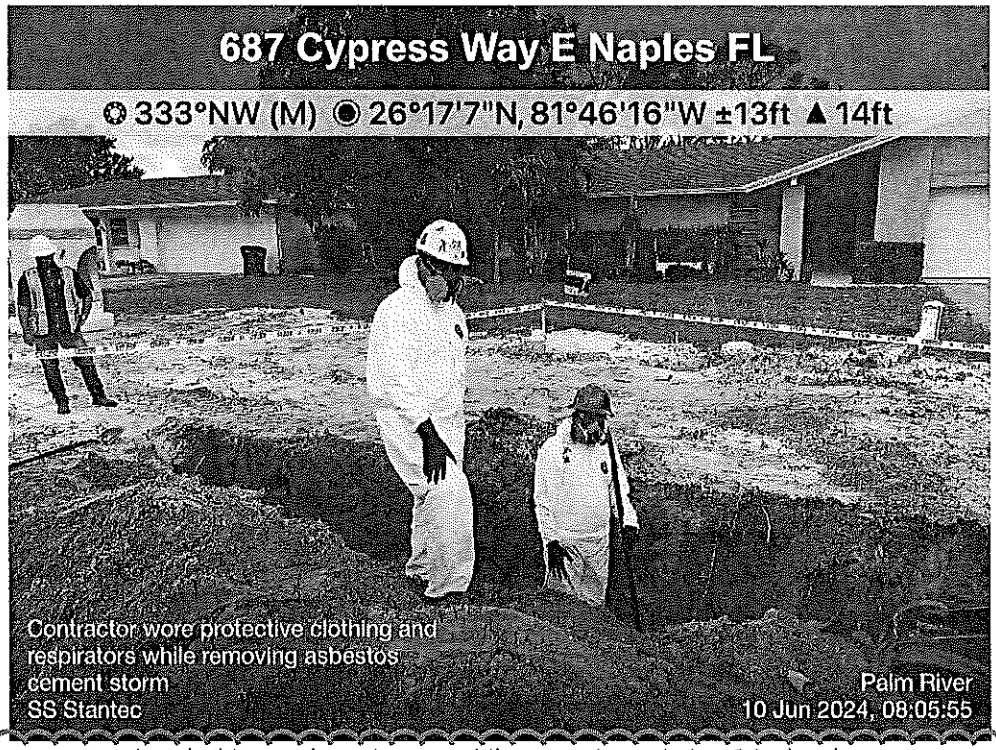
Contractor placed a exclusion zone around area to have asbestos-cement stormwater pipes removed, along the north side of Cypress Way East, adjacent to house #687 Cypress Way East, near Sta. 31+40±.



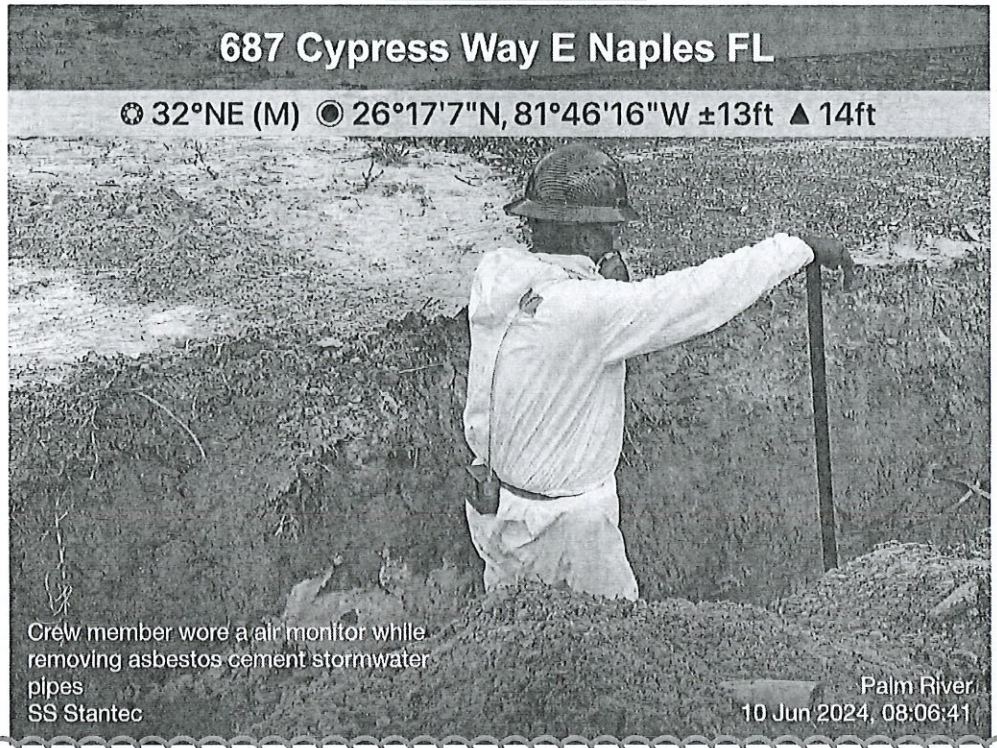
Contractor placed a Danger sign on exclusion, along the north side of Cypress Way East, adjacent to house #687 Cypress Way East, near Sta. 31+40±.



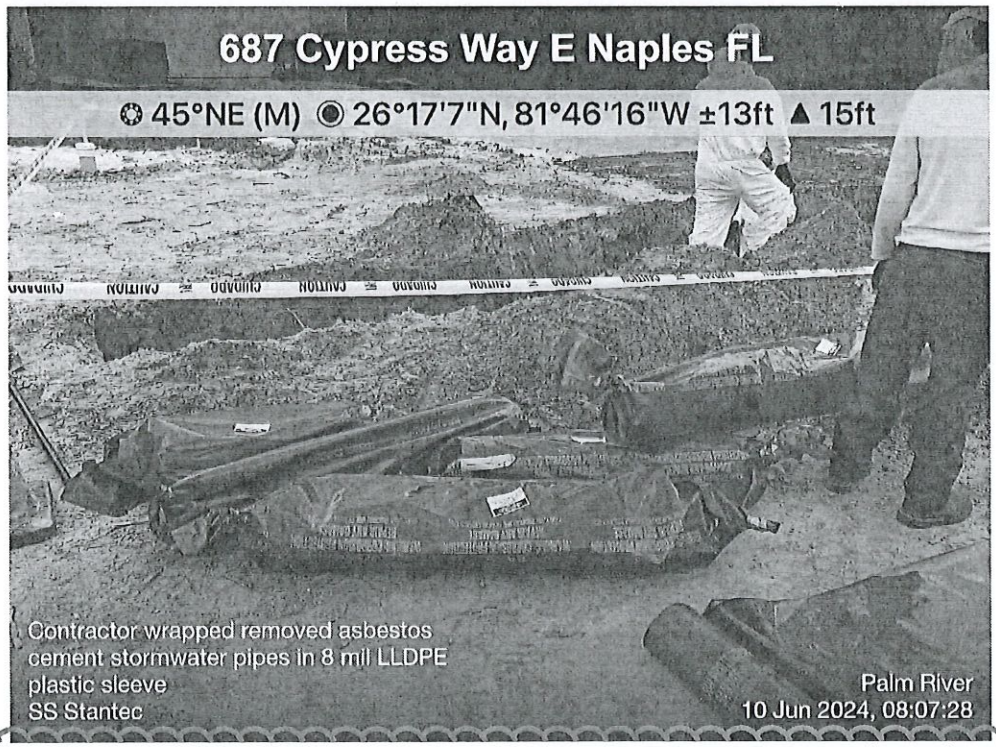
Subcontractor ESH-CORE placed an air monitor on exclusion zone around area to have asbestos cement stormwater pipes removed, along the north side of Cypress Way East, adjacent to house #687 Cypress Way East, near Sta. 31+40±.



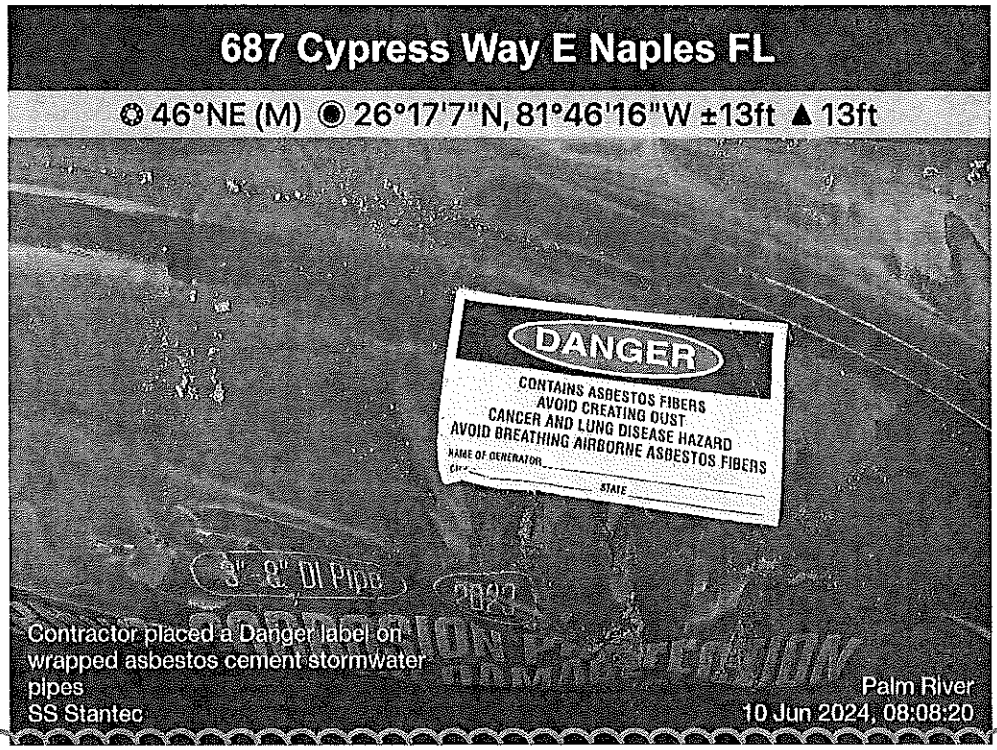
Contractor wore protective clothing and respirators while removing existing 6-inch asbestos-cement stormwater pipes, along the north side of Cypress Way East, adjacent to house #687 Cypress Way East, near Sta. 31+40±.



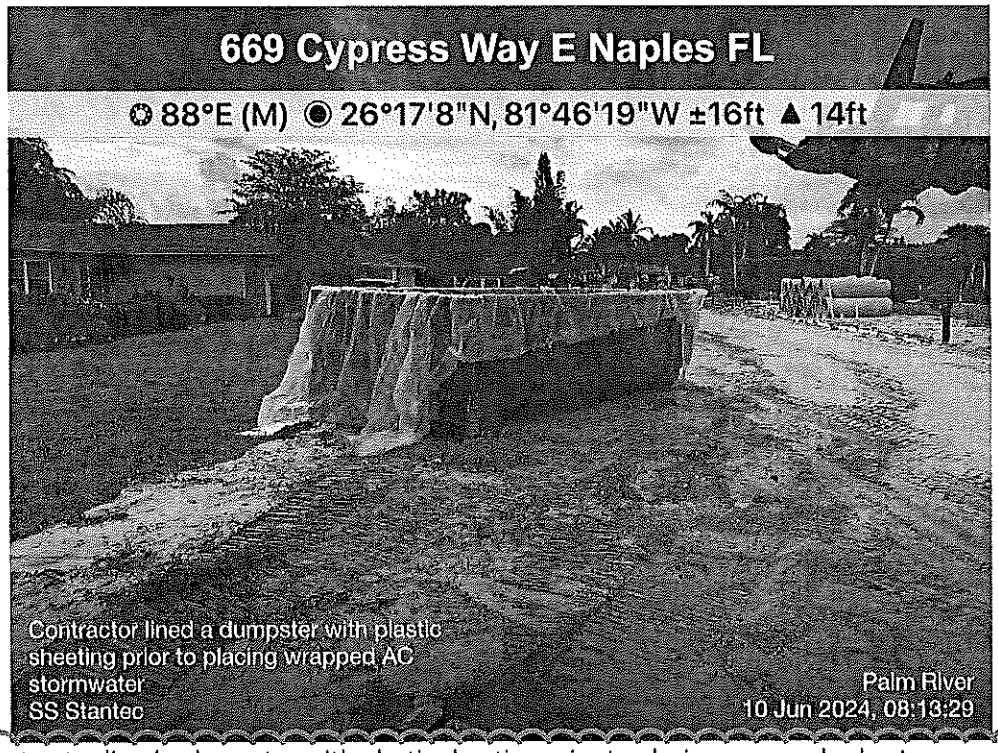
Contractor crew member wore a air monitor while removing 6-inch asbestos-cement stormwater pipes, along the north side of Cypress Way East, adjacent to house #687 Cypress Way East, near Sta. 31+40±.



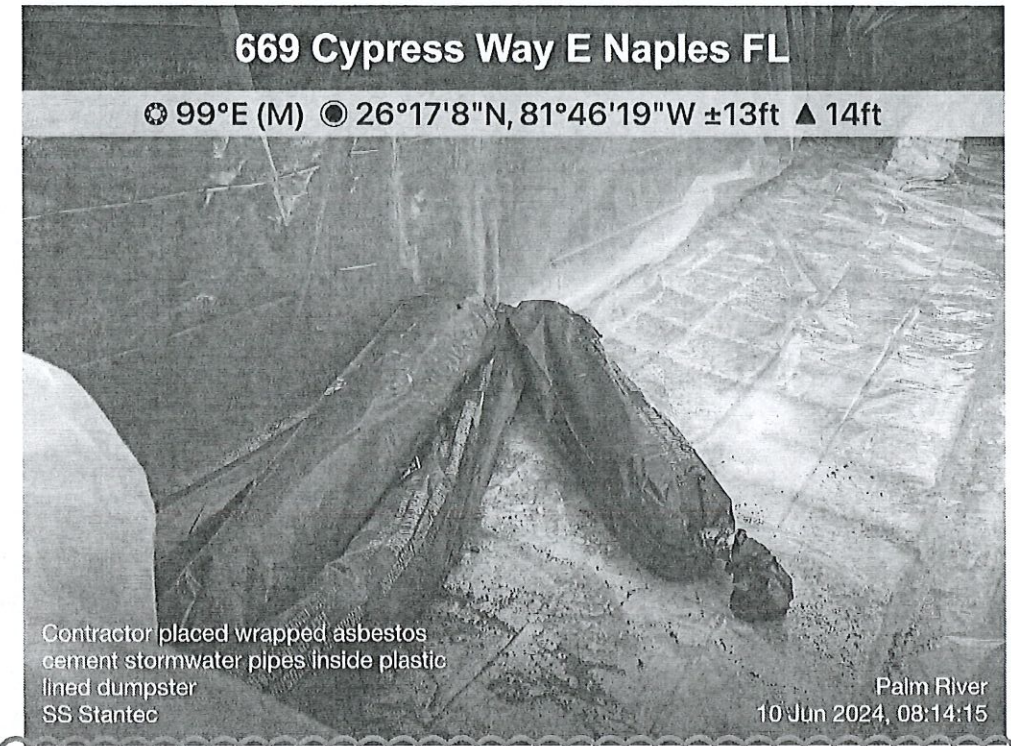
Contractor wrapped removed existing 6-inch asbestos-cement stormwater pipes inside 8 mil LLDPE plastic sleeves, along the north side of Cypress Way East, adjacent to house #687 Cypress Way East, near Sta. 31+60±.



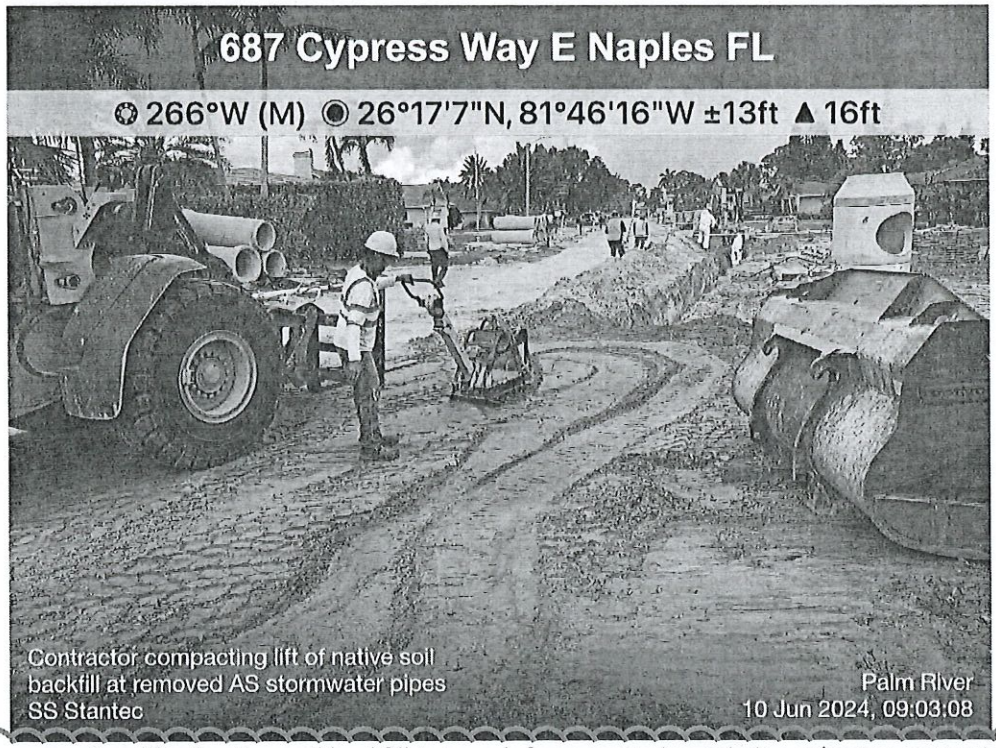
Contractor placed a Danger label on wrapped existing 6-inch asbestos-cement stormwater pipes inside 8 mil LLDPE plastic sleeves, along the north side of Cypress Way East, adjacent to house #687 Cypress Way East, near Sta. 31+60±.



Contractor lined a dumpster with plastic sheeting prior to placing wrapped asbestos-cement stormwater pipes inside, adjacent to house #669 Cypress Way East, near Sta. 29+00±.



Contractor placed wrapped asbestos-cement stormwater pipes inside a dumpster lined with plastic sheeting, adjacent to house #669 Cypress Way East, near Sta. 29+00±.



Contractor compacting lift of native soil backfill in trench from removing existing asbestos-cement stormwater pipes, along the north side of Cypress Way East, adjacent to house #687 Cypress Way East, near Sta. 31+40±.

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **6/12/2024**			
RPRs: **Scott Sikorski**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Wednesday**	Contract Day: **420**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **87°F** LOW TEMP (F): **77°F**	AM Conditions: **Cloudy / Rain**	PM Conditions: **Cloudy / Rain**	N/A

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (SS):

- Contractor on site to assist and supervise crews.
- Progress Meeting at 9:00 a.m.

Pompano Drive Phase 2

Cory's Crew (SS):

- **Station 7+00±:** Contractor excavated and compacted driveway at approximately subbase elevation, then placed and compacted approximately 6-inches of F.D.O.T. certified compatible limerock base, in preparation for paver driveway restoration, at house #651 (east) Pompano Drive. Restored driveway will be measured for payment when completed.

#3 - Subcontractor – Superior Interlocking Pavers:

Pompano Drive Phase 2

Jack's Crew (SS):

- No activity due to rain.

Planned Activities for the week:

- Contractor anticipates driveway restoration on Eastwood Drive and Pompano Drive Phase 2.

Water System

Remarks

#1 - Prime Contractor – Haskins:

- No water activity observed today.

Planned Activities for the week:

- No water activity anticipated.

Wastewater System

Remarks

#1 - Prime Contractor – Haskins:

- No wastewater activity today due to rain

#2 - Subcontractor – YPC:

- No activity observed today.

Planned Activities for the week:

- No sanitary sewer work anticipated.

Stormwater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Jamie's Crew (SS):

- **Station 24+78± to Station 22+72±:** Contractor removed existing 6-inch asbestos-cement **stormwater** pipe along the north right-of-way of Cypress Way East, between houses #645 and #633 Cypress Way East. Removed asbestos-cement pipe was measured for payment (206-feet). Removed asbestos cement stormwater pipes were measured for payment as asbestos-cement water main.
  - Contractor placed caution tape around excavation.
  - Contractor posted required "Danger" signage at excavation.
  - Contractor workers wore required PPE while removing asbestos-cement water main.
  - Contractor wrapped removed asbestos-cement water main in 8 mil LLDPE plastic sleeves.
  - Contractor placed a "Danger" label on 8 mil LLDPE plastic sleeves containing removed asbestos-cement water main.
  - Contractor loaded wrapped asbestos-cement water main in a lined dumpster and hauled from site to contractors' storage yard.

#4 - Subcontractor – ESH-CORE:

Cypress Way East Phase 2

Eric (SS):

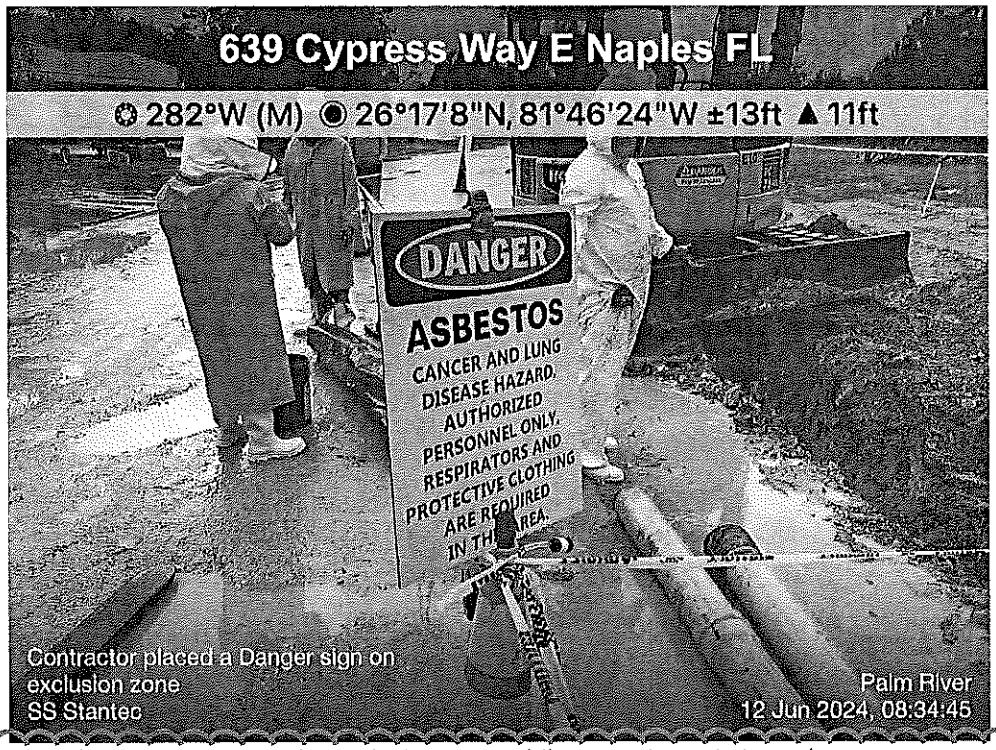
- **Station 24+78± to Station 22+72±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos-cement stormwater pipe along the north right-of-way, on Cypress Way East, between houses #645 and #633 Cypress Way East.
  - Subcontractor placed an air monitor on the exclusion zone. Also, subcontractor placed an air monitor on one crew member while removing asbestos-cement stormwater pipe.

Planned Activities for the week:

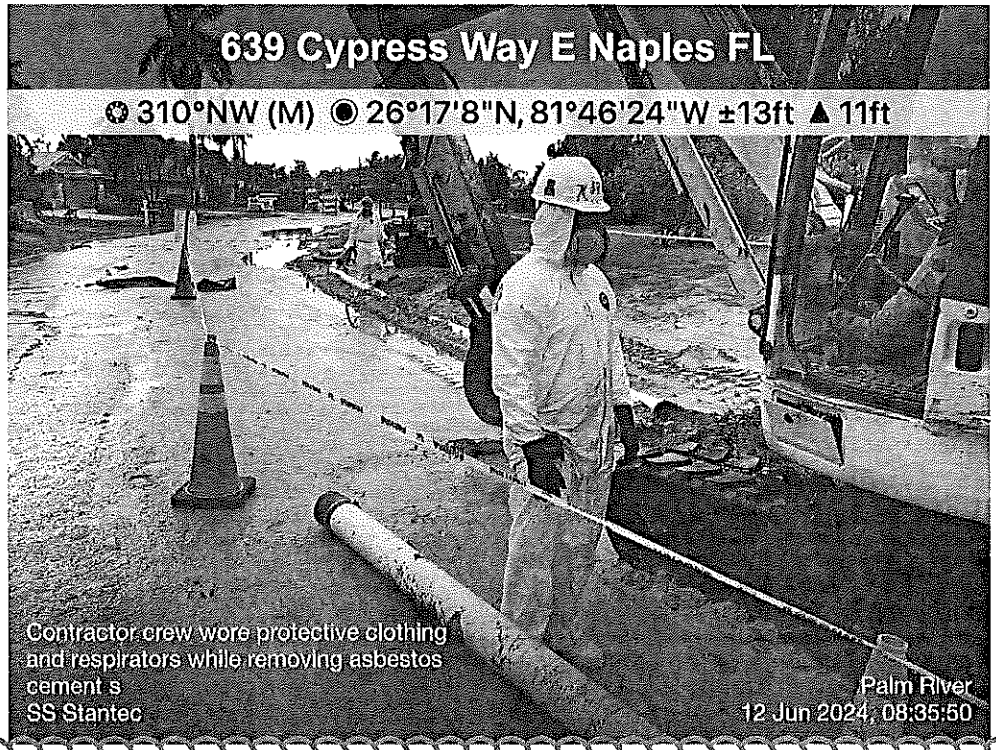
- Contractor anticipates installing stormwater system on Cypress Way East Phase 2.



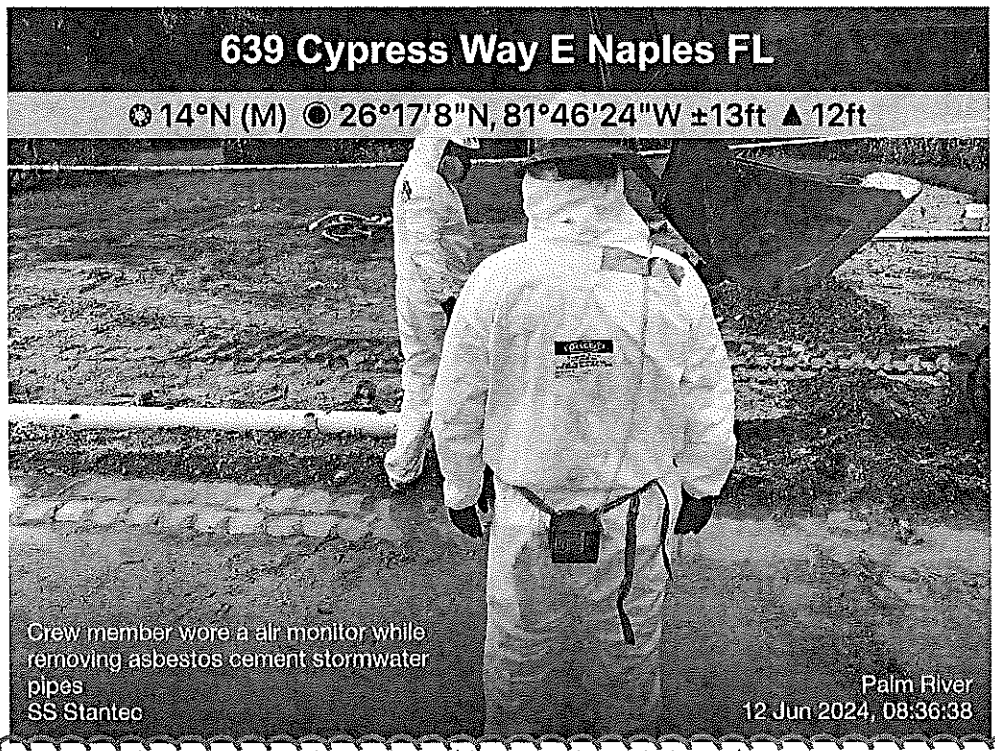
Contractor set up an exclusion zone while removing existing asbestos-cement stormwater pipes along the north side of Cypress Way East, adjacent to house #639 Cypress Way East, near Sta. 24+50±.



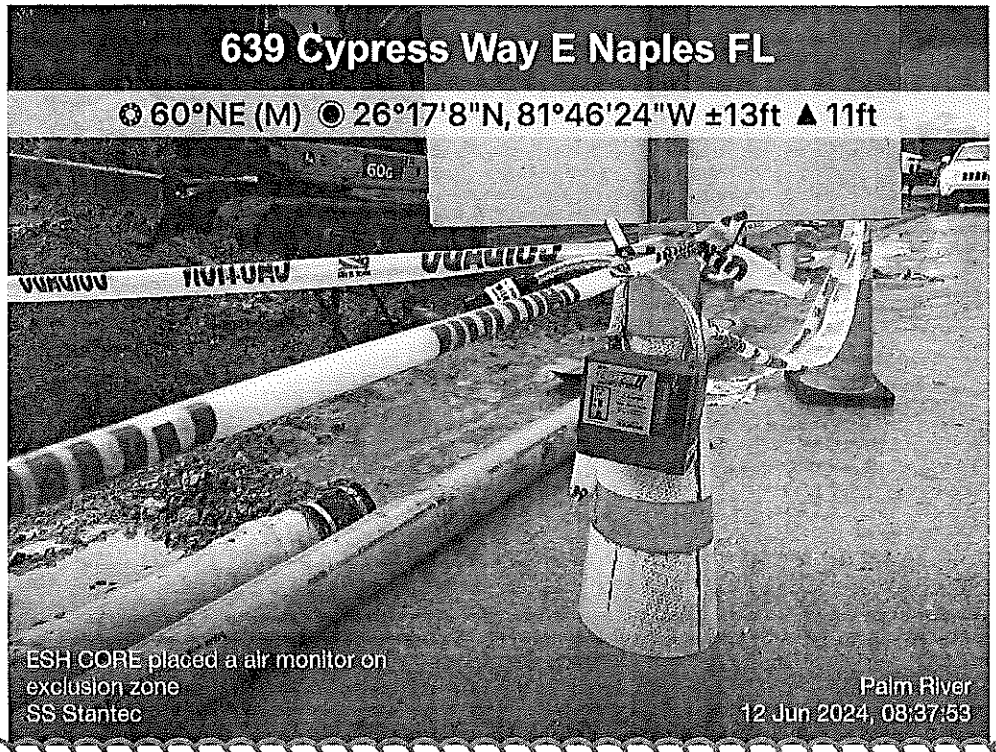
Contractor placed a Danger sign on the exclusion zone while removing existing asbestos-cement stormwater pipes along the north side of Cypress Way East, adjacent to house #639 Cypress Way East, near Sta. 24+50±.



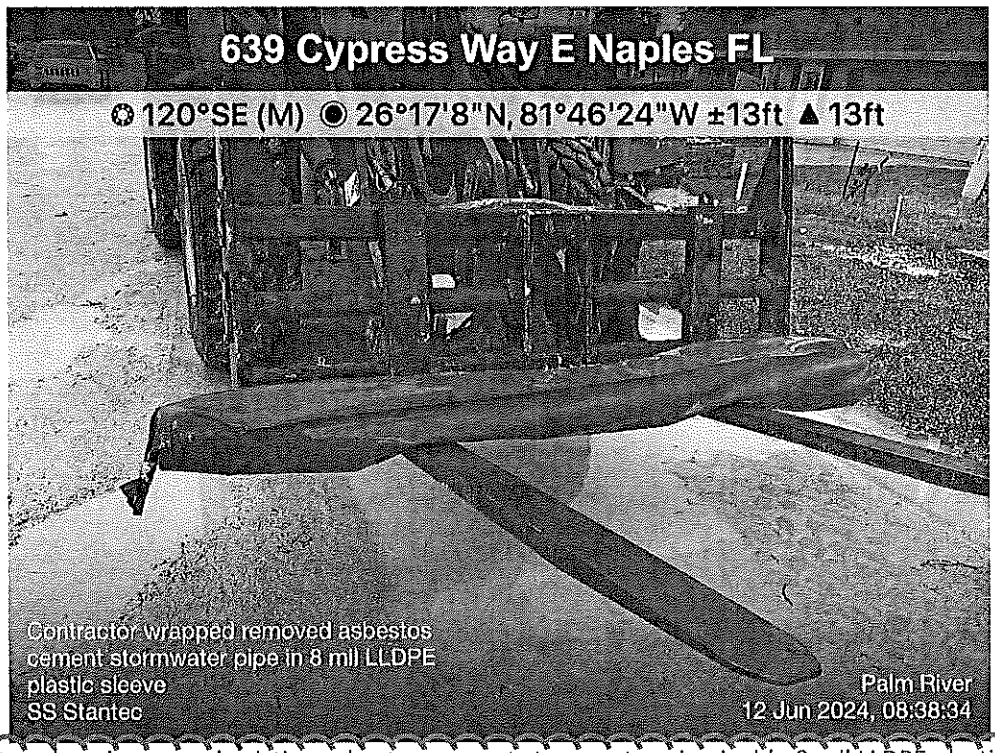
Contractor wore protective clothing and respirators while removing existing asbestos-cement stormwater pipes along the north side of Cypress Way East, adjacent to house #639 Cypress Way East, near Sta. 24+50±.



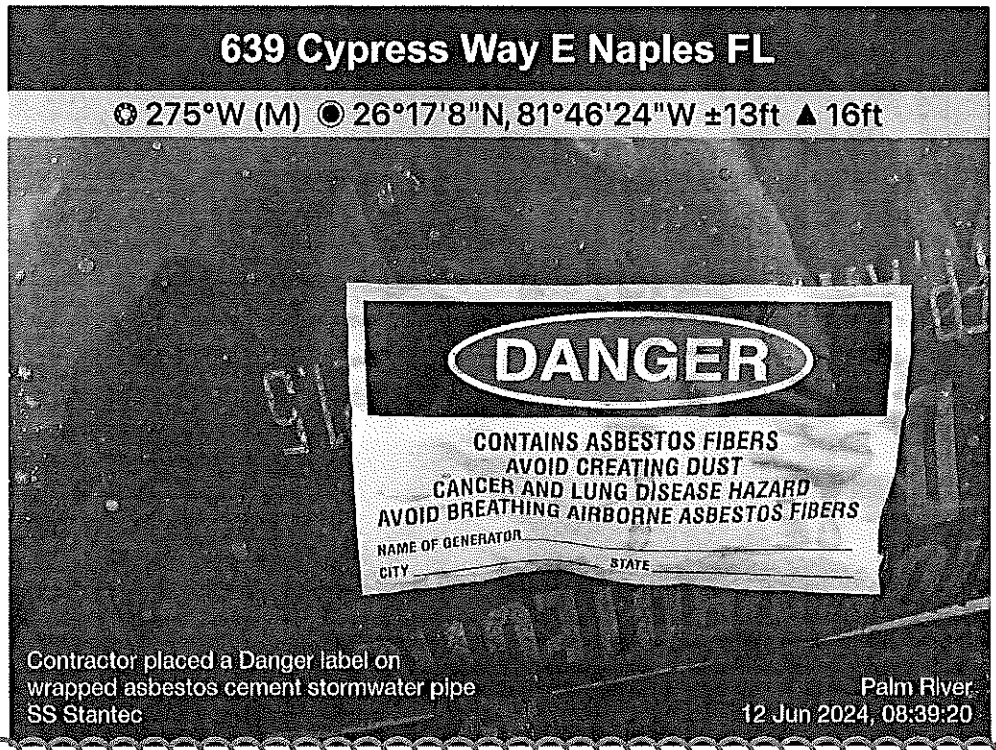
Contractor crew member wearing a air monitor while removing existing asbestos-cement stormwater pipes along the north side of Cypress Way East, adjacent to house #639 Cypress Way East, near Sta. 24+50±.



Subcontractor ESH-CORE placed a air monitor on the excliusion zone while contractor removed existing asbestos-cement stormwater pipes along the north side of Cypress Way East, adjacent to house #639 Cypress Way East, near Sta. 24+50±.



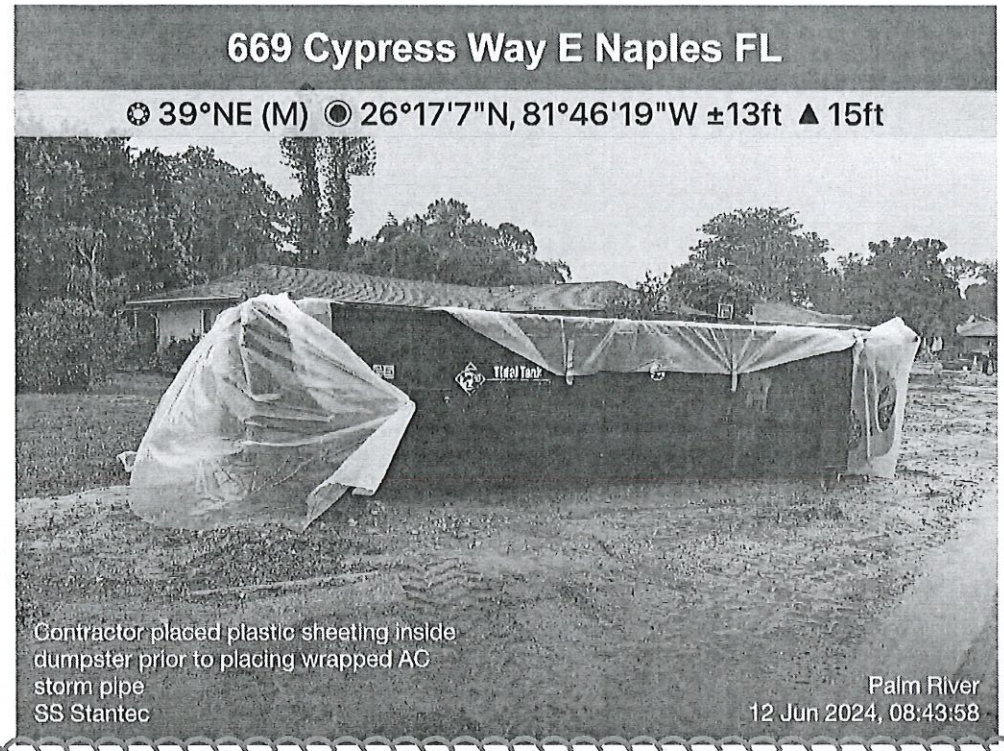
Contractor placed removed existing asbestos-cement stormwater pipe inside 8 mil LLDPE plastic sleeve, along the north side of Cypress Way East, adjacent to house #639 Cypress Way East, near Sta. 24+50±.



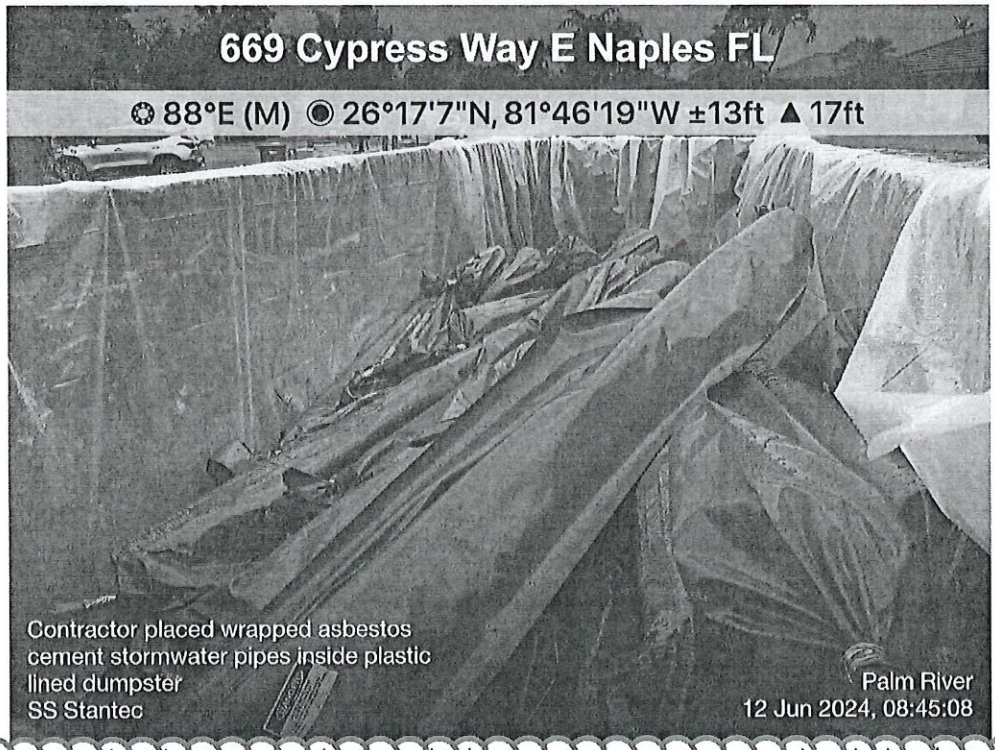
Contractor placed a Danger label on removed existing asbestos-cement stormwater pipe inside 8 mil LLDPE plastic sleeve, along the north side of Cypress Way East, adjacent to house #639 Cypress Way East, near Sta. 24+50±.



Contractor compacting lift of native soil backfill in trench, along the north side of Cypress Way East, adjacent to house #639 Cypress Way East, near Sta. 24+50±.



Contractor lined a dumpster with plastic sheeting prior to placing removed and wrapped asbestos-cement stormwater pipes, adjacent to house #669 Cypress Way East, near Sta. 29+10±.



Contractor placed removed and wrapped asbestos-cement stormwater pipes inside dumpster lined with plastic sheeting, adjacent to house #669 Cypress Way East, near Sta. 29+10±.

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **6/13/2024**			
RPRs: **Scott Sikorski**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Thursday**	Contract Day: **421**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **87°F** LOW TEMP (F): **77°F**	AM Conditions: **Cloudy / Rain**	PM Conditions: **Cloudy / Rain**	N/A

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (SS):

- Contractor on site to assist and supervise crews.

Pompano Drive Phase 2

Cory's Crew (SS):

- **Station 9+60±:** Contractor excavated and compacted driveway at approximately sub-base elevation, then placed and compacted approximately 6-inches of F.D.O.T. certified compatible limerock base, in preparation for paver driveway restoration, at house #672 Pompano Drive. Restored driveway will be measured for payment when completed.

Pompano Drive Phase 2

Cory's Crew (SS):

- **Station 11+60± to Station 11+00±:** Contractor graded the south right-of-way along Pompano Drive, between houses #690 and #684 Pompano Drive.

#3 - Subcontractor – Superior Interlocking Pavers:

Pompano Drive Phase 2

Jack's Crew (SS):

- No activity due to rain.

Planned Activities for the week:

- Contractor anticipates driveway restoration on Eastwood Drive and Pompano Drive Phase 2.

Pompano Drive Phase 2

Alberto's Crew (SS):

- **Station 3+25± to Station 0+73±:** Contractor adjusted sanitary sewer service cleanouts, for cleanout concrete collars, along east and west sides of Pompano Drive, at houses #551, #539, #536, #524, #527, #515 Pompano Drive and #633 Cypress Way East on Pompano Drive.

Planned Activities for the week:

- No sanitary sewer work anticipated.

Stormwater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Jamie's Crew (SS):

- **Station 0+20± to Station 0+55±:** Contractor removed existing 6-inch asbestos-cement **stormwater** pipe along the west right-of-way of Pompano Drive, adjacent to house #515 Pompano Drive. Removed asbestos-cement pipe was measured for payment (38.5-feet). Removed asbestos cement stormwater pipes were measured for payment as asbestos cement water main.
  - Contractor placed caution tape around excavation.
  - Contractor posted required "Danger" signage at excavation.
  - Contractor workers wore required PPE while removing asbestos-cement water main.
  - Contractor wrapped removed asbestos-cement stormwater main in 8 mil LLDPE plastic sleeves.
  - Contractor placed a "Danger" label on 8 mil LLDPE plastic sleeves containing removed asbestos-cement water main.
  - Contractor loaded wrapped asbestos-cement main in a lined dumpster and hauled from site to contractors' storage yard.

#4 - Subcontractor – ESH-CORE:

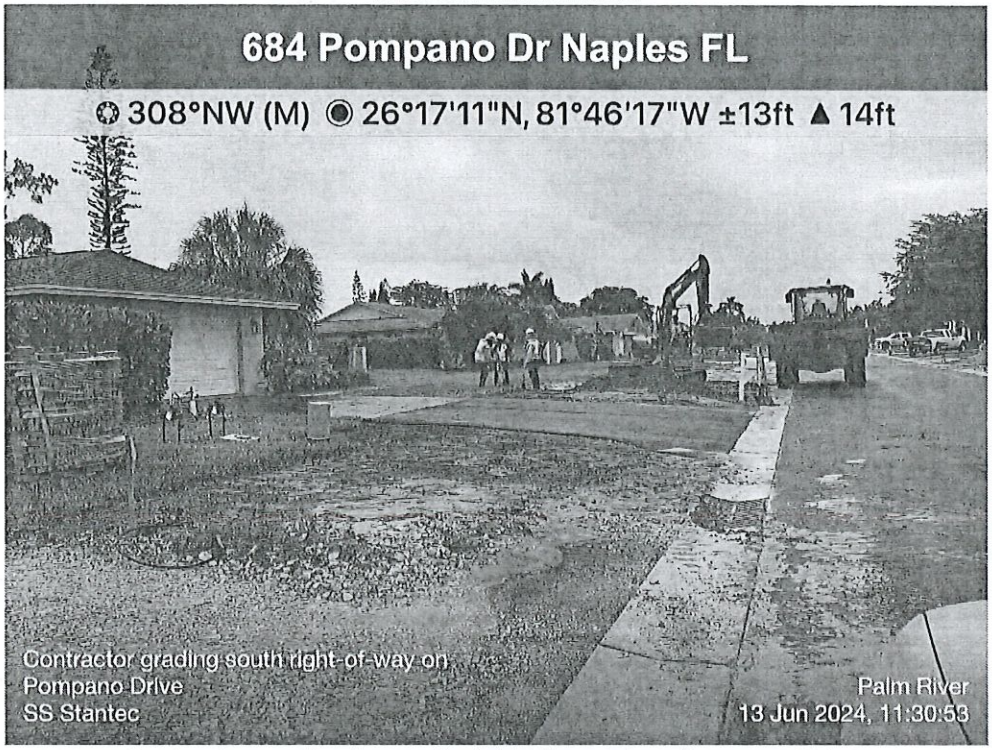
Cypress Way East Phase 2

Eric (SS):

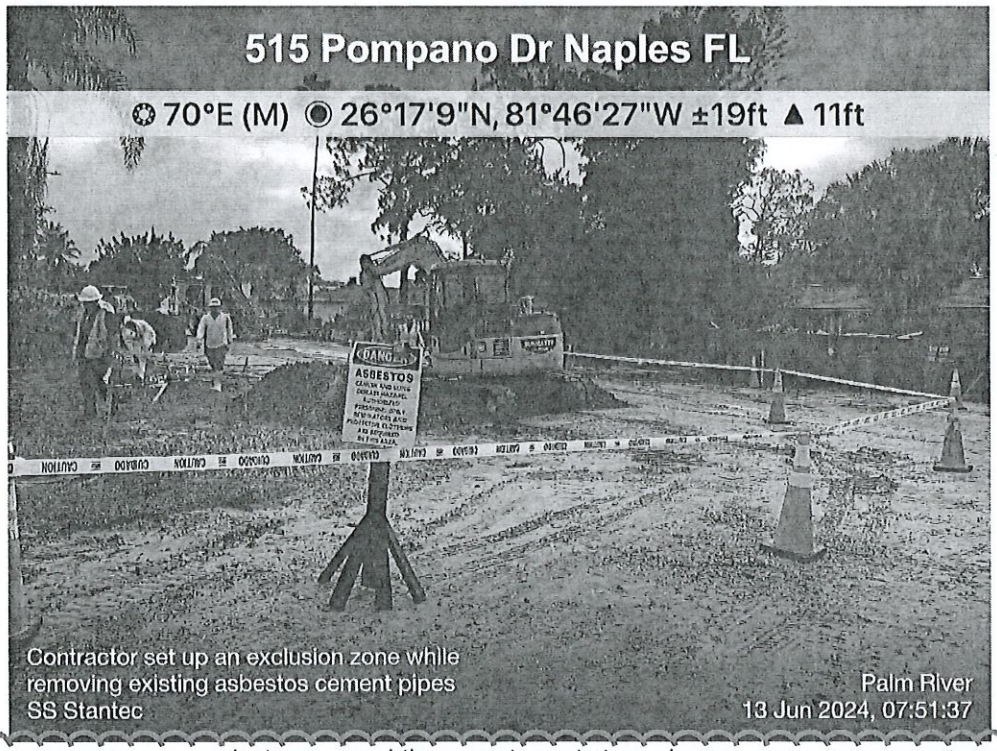
- **Station 0+20± to Station 0+55±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos-cement stormwater pipe along the north right-of-way, on Cypress Way East, adjacent to house #515 Pompano Drive.
  - Subcontractor placed an air monitor on the exclusion zone. Also, subcontractor placed an air monitor on one crew member while removing asbestos cement stormwater main.

Planned Activities for the week:

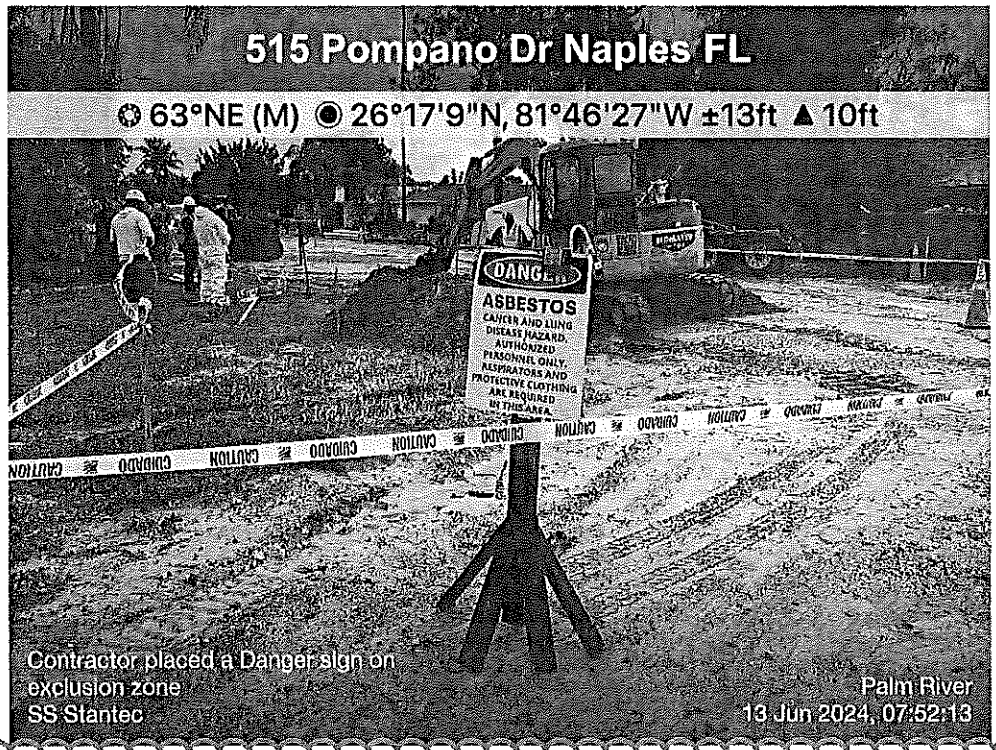
- Contractor anticipates installing stormwater system on Cypress Way East Phase 2.



Contractor grading the south right-of-way along Pompano Drive, adjacent to house #684 Pompano Drive, near Sta. 11+00±.



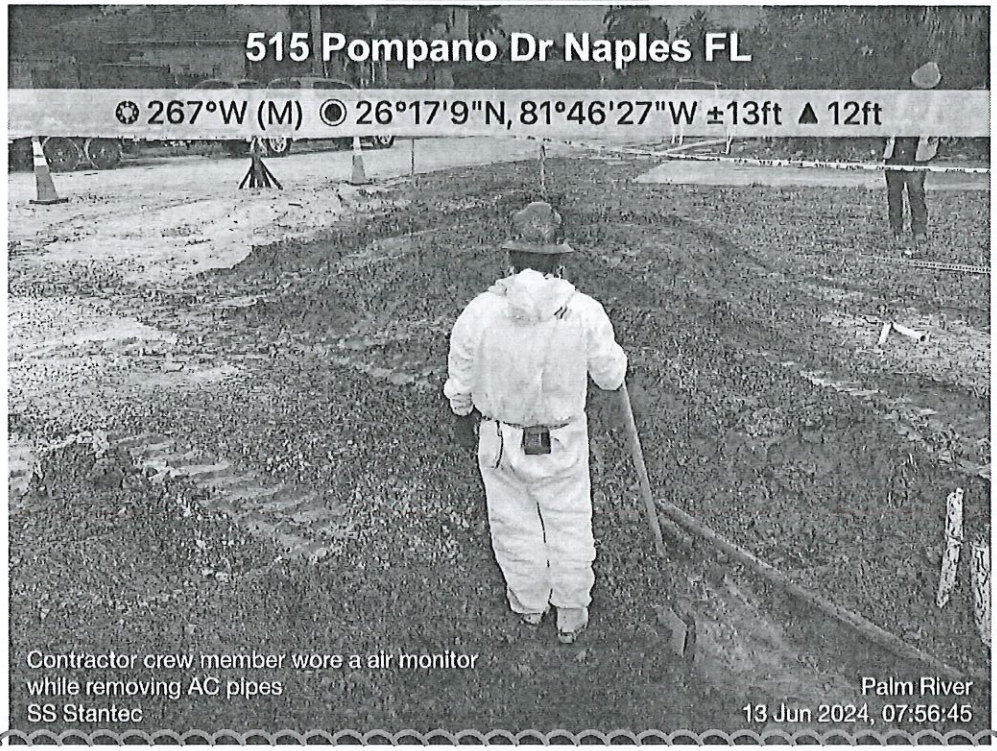
Contractor set up an exclusion zone while removing existing asbestos-cement stormwater pipes along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+55±.



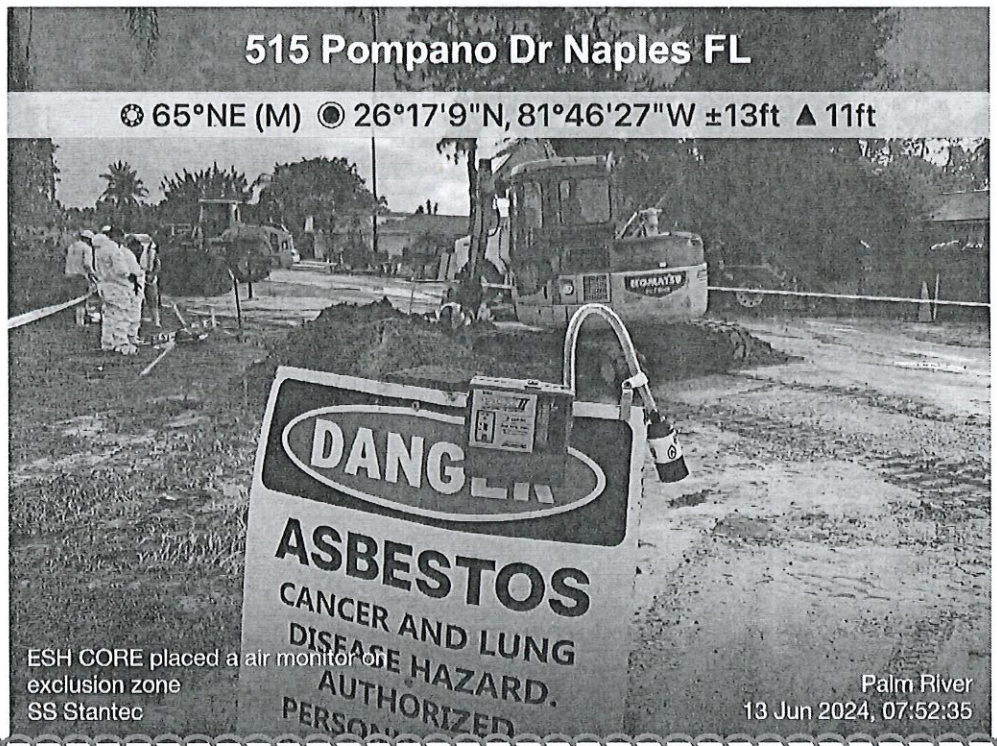
Contractor placed a Danger sign on the exclusion zone while removing existing asbestos-cement stormwater pipes along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+55±.



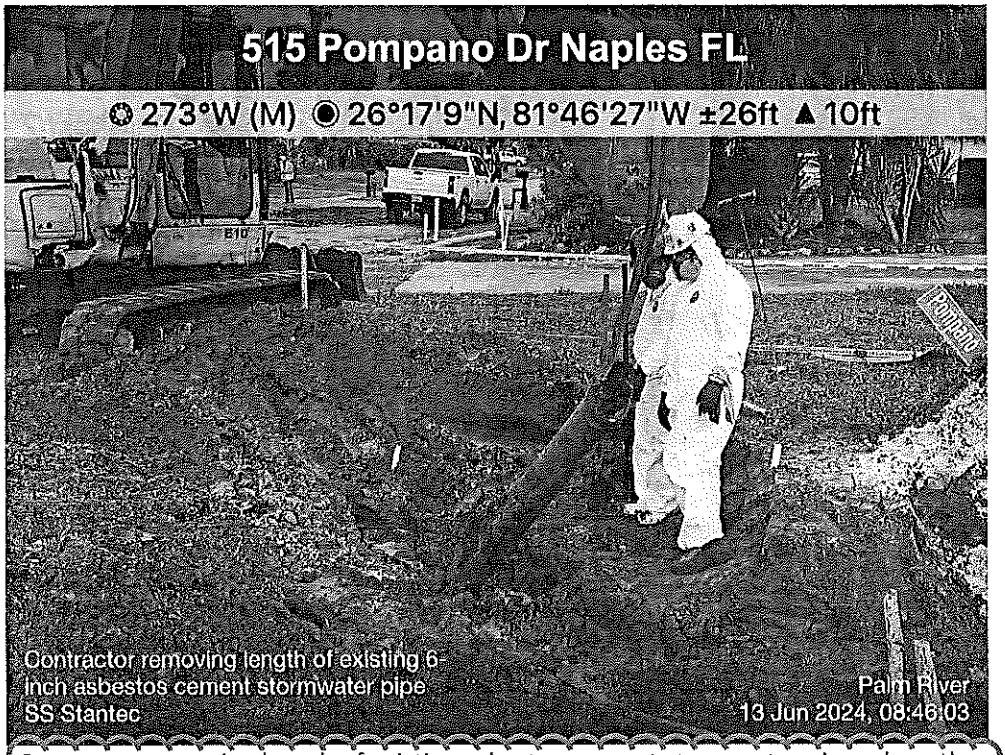
Contractor wore protective clothing and respirators while removing existing asbestos-cement stormwater pipes along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+55±.



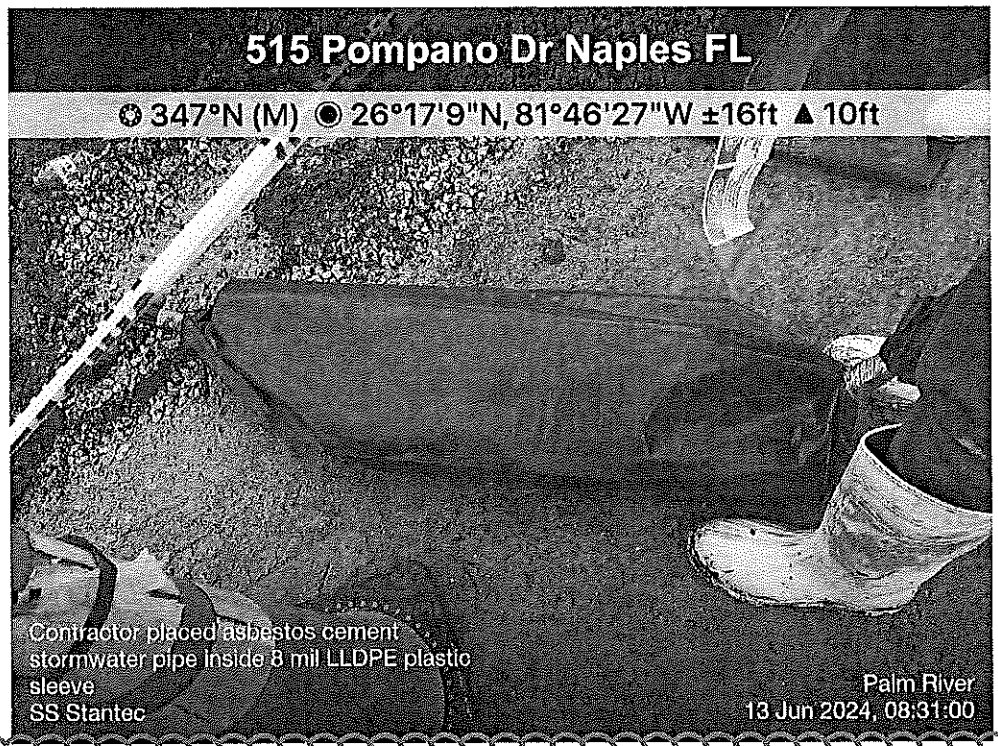
Contractor crew member wearing a air monitor while removing existing asbestos-cement stormwater pipes along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+55±.



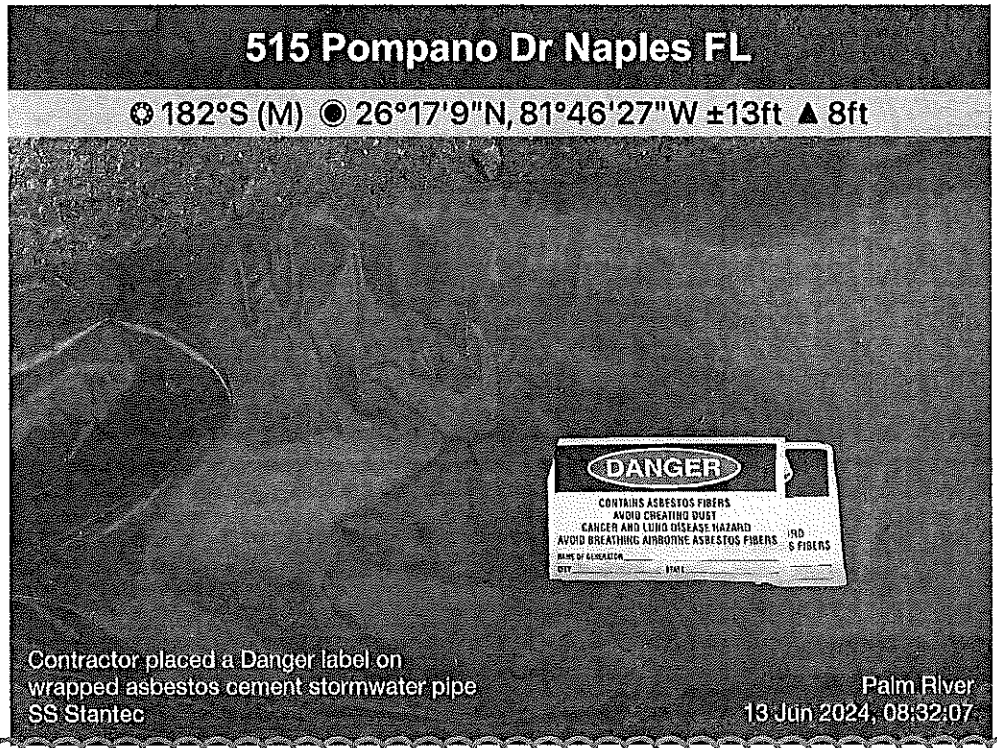
Subcontractor ESH-CORE placed a air monitor on the excliusion zone while contractor removed existing asbestos-cement stormwater pipes along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+55±.



Contractor removing length of existing asbestos-cement stormwater pipe, along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+55±.



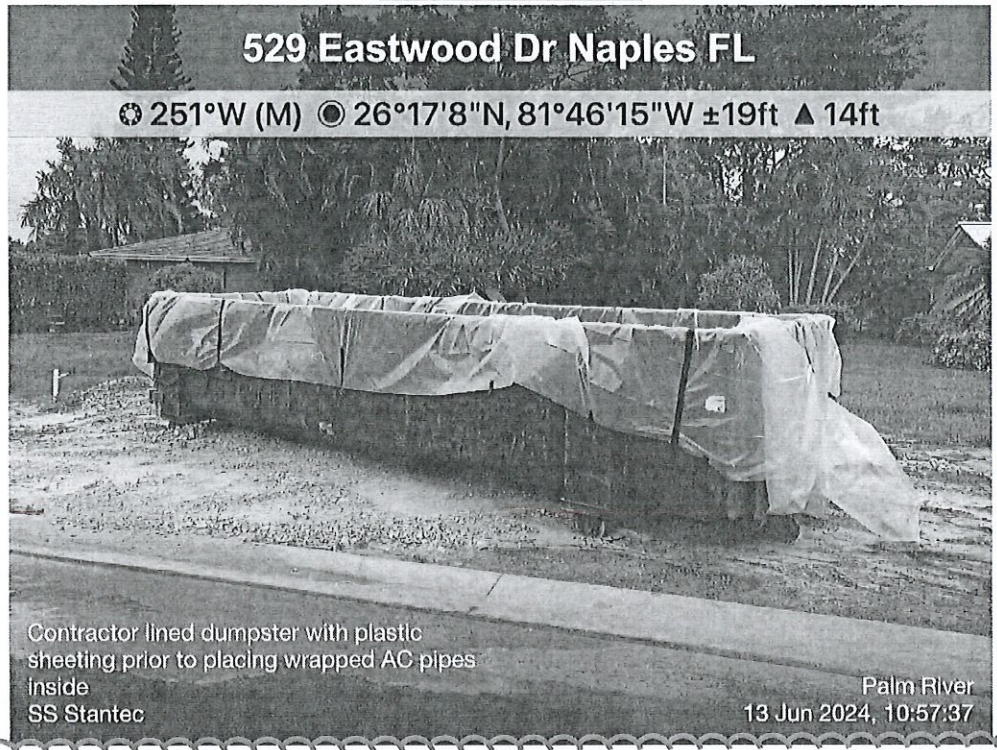
Contractor placed removed existing asbestos-cement stormwater pipe inside 8 mil LLDPE plastic sleeve, along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+55±.



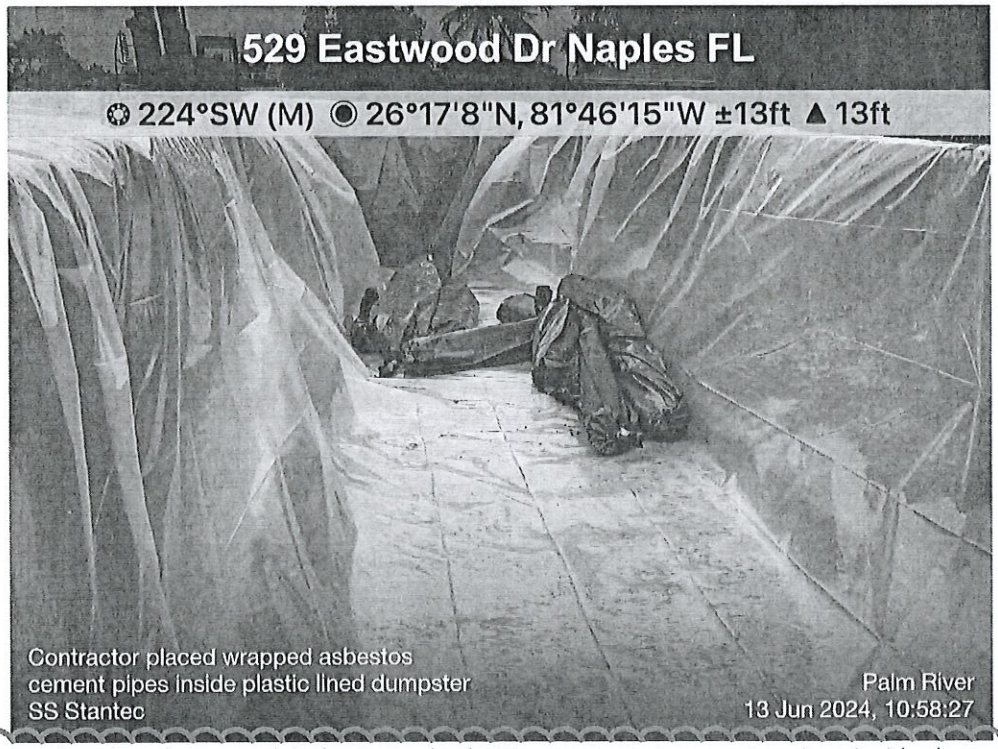
Contractor placed a Danger label on removed existing asbestos-cement stormwater pipe inside 8 mil LLDPE plastic sleeve, along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+55±.



Contractor compacting lift of native soil backfill in trench, along the west side of Pompano Drive, adjacent to house #515 Pompano Drive, near Sta. 0+20±.



Contractor lined a dumpster with plastic sheeting prior to placing removed and wrapped asbestos-cement stormwater pipes, adjacent to house #529 Eastwood Drive, near Sta. 2+20±.



Contractor placed removed and wrapped asbestos-cement stormwater pipes inside dumpster lined with plastic sheeting, adjacent to house #529 Eastwood Drive, near Sta. 2+20±.

Daily Report Date	LF	Unit Price	Total Cost
6/1/2023	250	$ 44.00	$ 11,000.00
6/2/2023	245	$ 44.00	$ 10,780.00
6/8/2023	57	$ 44.00	$ 2,508.00
5/3/2024	1307	$ 44.00	$ 57,508.00
6/10/2024	402	$ 44.00	$ 17,688.00
6/12/2024	206	$ 44.00	$ 9,064.00
6/13/2024	38.5	$ 44.00	$ 1,694.00
	2505.5		
		Overall Total	$ 110,242.00

Collier County Engineering & Project Management Division

WD #9

WORK DIRECTIVE CHANGE

CONTRACT # /PROJECT NAME:
#22-7992R Palm River PUR Areas 1 & 2

WORK DIRECTIVE # 9

PURCHASE ORDER #: 4500223134

DATE OF ISSUANCE: January 12, 2024

OWNER: Collier County Board of Commissioners

PROJECT#: 70257.4, 60234.5.1

CONTRACTOR: Haskins, Inc.

ENGINEER/DESIGN PROFESSIONAL: Q. Grady Minor & Associates, P.A.

You are directed to proceed promptly with the following change(s):

Description:
Installation of drainage basin bubble-up structures at 411, 448, and 454 Palm River Boulevard, and 445 and 459 Golfview Drive to accommodate the existing private property back/side-yard and/or roof drainage pipes that extended into the ROW.

Purpose of Work Directive Change:
To accommodate the existing private property back/side yard and/or roof drainage pipes flow from private property into the ROW.

Reason/Justification:
During installation of the new drainage infrastructure, it was discovered that the existing back/side yard and/or roof drainage pipes at 411, 448, and 454 Palm River Boulevard, and 445 and 459 Golfview Drive extended into the ROW, which is not allowed per current Collier County standards. Haskins provided a time and material cost estimate to install drainage basin bubble-up structures at the private property drainage pipes on private property that will allow drainage to flow from private property into the ROW and ultimately to the County's stormwater system. This change is to add bubble up structures at 411, 448, 454 Palm River Boulevard and 445 Golfview Drive (one at each property) and three (3) bubble up structures at 459 Golfview Drive.

Attachments: Contractor's quote

If a claim is made that the above change(s) have affected Contract/Allowance Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract/Allowance Price:

- ☐ Unit Prices
- ☐ Lump Sum
- ☒ Time & Material
- ☐ Other

Method of determining change in Contract Times:

- ☐ Contractor's records
- ☐ Engineer's record
- ☐ Other

Estimated increase or (decrease) in Allowance:
$15,467.70

Estimated change in Contract Time:
N/A

RECOMMENDED:

By: Allyson Holland, PE
Project Manager

AUTHORIZED:

1/12/2024

By: Diana Dueri, PMP
Owner's Representative

CAO

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
INVOICE #:	
INVOICE DATE:	
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Connect (6) Existing 4" & (1) 6" Roof Drain Pipes to Bubble up Basin on private property

P.O. #:	4500223134
COMMENCEMENT DATE:	
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	

EQUIPMENT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
45 TN EXCAVATOR		HR	$ 275.00	$ -
40 TN EXCAVATOR W/ HAMMER		HR	$ 280.00	$ -
25 TN EXCAVATOR		HR	$ 185.00	$ -
MIDI EXCAVATOR		HR	$ 140.00	$ -
MINI EXCAVATOR	30	HR	$ 130.00	$ 3,900.00
MINI EXCAVATOR W / HAMMER		HR	$ 150.00	$ -
RUBBER TIRE BACKHOE		HR	$ 110.00	$ -
20 TN LOADER		HR	$ 185.00	$ -
15 TN LOADER		HR	$ 150.00	$ -
6 TN LOADER		HR	$ 115.00	$ -
BOX BLADE		HR	$ 95.00	$ -
TRACK SKID STEER		HR	$ 95.00	$ -
15,000 LB DOZER		HR	$ 110.00	$ -
35,000 LB DOZER		HR	$ 130.00	$ -
MOTOR GRADER (SMALL)		HR	$ 110.00	$ -
MOTOR GRADER (LARGE)		HR	$ 125.00	$ -
PAVER (SMALL)		HR	$ 105.00	$ -
ASPHALT MILLING MACHINE		HR	$ 375.00	$ -
3 TON VIBRATORY ROLLER		HR	$ 45.00	$ -
6 TON VIBRATORY ROLLER		HR	$ 55.00	$ -
3-TON ASPHALT ROLLER		HR	$ 45.00	$ -
7-TON ASPHALT ROLLER		HR	$ 55.00	$ -
DUMP TRUCK		HR	$ 125.00	$ -
ROLL OFF TRUCK		HR	$ 135.00	$ -
LOWBOY TRACTOR		HR	$ 145.00	$ -
2 1/2 TON FLATBED		HR	$ 65.00	$ -
ROCK CRUSHER		HR	$ 290.00	$ -
SCREENER PLANT		HR	$ 270.00	$ -
SOIL STABILIZER		HR	$ 235.00	$ -
STREET SWEEPER		HR	$ 50.00	$ -
LIGHT PLANT		HR	$ 20.00	$ -
VACCUM TRUCK		HR	$ 200.00	$ -
VACCUM WAGON		HR	$ 85.00	$ -
PUMPER TRUCK		HR	$ 300.00	$ -
WATER TRUCK		HR	$ 125.00	$ -
MOT - BARRIER WALL (EA.)		HR	$ 3.00	$ -
MOT - BARRELL (EA.)		HR	$ 1.25	$ -
MOT - CONES (EA.)		HR	$ 0.50	$ -
MOT - SIGNS (EA.)		HR	$ 1.00	$ -
20CY DUMPSTER		HR	$ 25.00	$ -
3" HYDRAULIC PUMP		HR	$ 55.00	$ -
4" HYDRAULIC PUMP		HR	$ 65.00	$ -
6" HYDRAULIC PUMP		HR	$ 75.00	$ -
8" HYDRAULIC PUMP		HR	$ 85.00	$ -
10" HYDRAULIC PUMP		HR	$ 105.00	$ -
WELL DRILLIG RIG		HR	$ 225.00	$ -
WELL POINT SYSTEM		HR	$ 250.00	$ -
6" VACUUM PUMP		HR	$ 50.00	$ -
8" VACUUM PUMP		HR	$ 70.00	$ -
2" ELECTRIC PUMP		HR	$ 15.00	$ -
PLATE COMPACTOR		HR	$ 20.00	$ -
TRENCH BOX		HR	$ 40.00	$ -
PICK-UP TRUCK W/ TOOLS	30	HR	$ 25.00	$ 750.00
	EQUIPMENT SUBTOTAL:			$ 4,650.00

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MAN	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER			$ 110.00		$ 165.00	$ -
SUPERINTENDENT	1	6	$ 90.00		$ 135.00	$ 540.00
FOREMAN	1	30	$ 75.00		$ 112.50	$ 2,250.00
EQUIPMENT OPERATOR	1	30	$ 70.00		$ 105.00	$ 2,100.00
LABORER	1	30	$ 45.00		$ 67.50	$ 1,350.00
FLAGGER			$ 45.00		$ 67.50	$ -
MECHANIC			$ 75.00		$ 112.50	$ -
PIPE LAYER	2	30	$ 65.00		$ 97.50	$ 3,900.00
WELDER			$ 225.00		$ 337.50	$ -
		LABOR SUBTOTAL:				$ 10,140.00

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
4" Pipe and bubble up basin	1	LS	$482.94	$ 482.94
6" pipe and bubble up basin	1	LS	$101.28	$ 101.28
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ 584.22
10%				$ 58.42
Tax				$ 35.05
Fuel Surcharge				$ -
Freight				$ -
TOTAL:				$ 677.70

SUBCONTRACTORS INCLUDING 10% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ -
10%				$ -
Tax				$ -
TOTAL:				$ -

TOTAL DUE: $15,467.70

FERGUSON WATERWORKS

FEL-NAPLES WATERWORKS #136
3801 PROSPECT AVE
NAPLES, FL 34104

Phone: 239-643-4970
Fax: 239-643-4945

Deliver To:
From: Joderek Adams
Comments:

13:23:43 JAN 10 2024

FEL-NAPLES WATERWORKS #136
Price Quotation
Phone: 239-643-4970
Fax: 239-643-4945

Bid No: B319134
Bid Date: 01/10/24
Quoted By: JA

Cust Phone: 239-947-1846
Terms: NET 10TH PROX

Customer: HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

Ship To: HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

Cust PO#:

Job Name: PALM RIVER

Item	Description	Quantity	Net Price	UM	Total
	4" CONNECTION				
N900	9 TPRD C/BASIN W/DBL OUT	6	29.640	EA	177.84
N990	9 GREE SQ GRATE	6	38.280	EA	229.68
NDS1243	3 - 4 UNIV LCK OUT ADPT	6	7.460	EA	44.76
N1206	UNIV PLUG F/ C/BASIN	6	5.110	EA	30.66
	SUBTOTAL				482.94
	6" CONNECTION				
N1200	12X12 C/BASIN W/2 OUT	1	41.870	EA	41.87
N1212	12X12 GREE GRATE F/ C/BASIN	1	45.790	EA	45.79
N1266	6 UNIV OUT	1	8.510	EA	8.51
N1206	UNIV PLUG F/ C/BASIN	1	5.110	EA	5.11
	SUBTOTAL				101.28
	12" CONNECTION				
A1276WT	12X6 W/TITE RED	1	262.320	EA	262.32
A06650020IBDW	6X20 F2648 W/TITE SLD HDPE PIPE	20	4.440	FT	88.80
N2706AG	*NLA 6 UNIVERSAL INLINE DRN W/ GRAT	1	205.100	EA	205.10
	SUBTOTAL				556.22

Net Total:	$1140.44
Tax:	$68.44
Freight:	$0.00
Total:	$1208.88

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Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=127&on=47354

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
INVOICE #:	2024-?
INVOICE DATE:	3/1/2024
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Palm River Work Directive #9

P.O. #:	
COMMENCEMENT DATE:	2/16/2024
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	2/19/2024
PROJECT NAME:	Palm River Public Utility Renewal Areas 1 & 2

EQUIPMENT DESCRIPTION	UNIT	QTY	STND HRS	STND HRS UNIT PRICE	IDLE HRS	IDLE HRS UNIT PRICE	TOTAL
45 TN EXCAVATOR	HR			$ 275.00		$ 137.50	$ -
40 TN EXCAVATOR W/ HAMMER	HR			$ 280.00		$ 140.00	$ -
25 TN EXCAVATOR	HR			$ 185.00		$ 92.50	$ -
MIDI EXCAVATOR	HR			$ 140.00		$ 70.00	$ -
MINI EXCAVATOR	HR	1	7.25	$ 130.00		$ 65.00	$ 942.50
MINI EXCAVATOR W / HAMMER	HR			$ 150.00		$ 75.00	$ -
RUBBER TIRE BACKHOE	HR			$ 110.00		$ 55.00	$ -
20 TN LOADER	HR	1	7.25	$ 185.00		$ 92.50	$ 1,341.25
15 TN LOADER	HR			$ 150.00		$ 75.00	$ -
6 TN LOADER	HR			$ 115.00		$ 57.50	$ -
BOX BLADE	HR			$ 95.00		$ 47.50	$ -
TRACK SKID STEER	HR			$ 95.00		$ 47.50	$ -
15,000 LB DOZER	HR			$ 110.00		$ 55.00	$ -
35,000 LB DOZER	HR			$ 130.00		$ 65.00	$ -
MOTOR GRADER (SMALL)	HR			$ 110.00		$ 55.00	$ -
MOTOR GRADER (LARGE)	HR			$ 125.00		$ 62.50	$ -
PAVER (SMALL)	HR			$ 105.00		$ 52.50	$ -
ASPHALT MILLING MACHINE	HR			$ 375.00		$ 187.50	$ -
3 TON VIBRATORY ROLLER	HR			$ 45.00		$ 22.50	$ -
6 TON VIBRATORY ROLLER	HR			$ 55.00		$ 27.50	$ -
3-TON ASPHALT ROLLER	HR			$ 45.00		$ 22.50	$ -
7-TON ASPHALT ROLLER	HR			$ 55.00		$ 27.50	$ -
DUMP TRUCK	HR			$ 125.00		$ 62.50	$ -
ROLL OFF TRUCK	HR			$ 135.00		$ 67.50	$ -
LOWBOY TRACTOR	HR			$ 145.00		$ 72.50	$ -
2 1/2 TON FLATBED	HR			$ 65.00		$ 32.50	$ -
ROCK CRUSHER	HR			$ 290.00		$ 145.00	$ -
SCREENER PLANT	HR			$ 270.00		$ 135.00	$ -
SOIL STABILIZER	HR			$ 235.00		$ 117.50	$ -
STREET SWEEPER	HR			$ 50.00		$ 25.00	$ -
LIGHT PLANT	HR			$ 20.00		$ 10.00	$ -
VACCUM TRUCK	HR			$ 200.00		$ 100.00	$ -
VACCUM WAGON	HR			$ 85.00		$ 42.50	$ -
PUMPER TRUCK	HR			$ 300.00		$ 150.00	$ -
WATER TRUCK	HR			$ 125.00		$ 62.50	$ -
MOT - BARRIER WALL (EA.)	HR			$ 3.00		$ 1.50	$ -
MOT - BARRELL (EA.)	HR			$ 1.25		$ 0.63	$ -
MOT - CONES (EA.)	HR			$ 0.50		$ 0.25	$ -
MOT - SIGNS (EA.)	HR			$ 1.00		$ 0.50	$ -
20CY DUMPSTER	EA			$ 475.00		$ 237.50	$ -
3" HYDRAULIC PUMP	HR			$ 55.00		$ 27.50	$ -
4" HYDRAULIC PUMP	HR			$ 65.00		$ 32.50	$ -
6" HYDRAULIC PUMP	HR			$ 75.00		$ 37.50	$ -
8" HYDRAULIC PUMP	HR			$ 85.00		$ 42.50	$ -
10" HYDRAULIC PUMP	HR			$ 105.00		$ 52.50	$ -
WELL DRILLING RIG	HR			$ 225.00		$ 112.50	$ -
WELL POINT SYSTEM	HR			$ 250.00		$ 125.00	$ -
6" VACUUM PUMP	HR			$ 50.00		$ 25.00	$ -
8" VACUUM PUMP	HR			$ 70.00		$ 35.00	$ -
2" ELECTRIC PUMP	HR			$ 15.00		$ 7.50	$ -
PLATE COMPACTOR	HR			$ 20.00		$ 10.00	$ -
TRENCH BOX	HR			$ 40.00		$ 20.00	$ -
PICK-UP TRUCK W/ TOOLS	HR	1	7.25	$ 25.00		$ 12.50	$ 181.25
						EQUIPMENT SUBTOTAL:	$ 2,465.00

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MAN	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER			$ 110.00		$ 165.00	$ -
SUPERINTENDENT			$ 90.00		$ 135.00	$ -
FOREMAN	1	7.25	$ 75.00		$ 112.50	$ 543.75
EQUIPMENT OPERATOR	1	7.25	$ 70.00		$ 105.00	$ 507.50
PIPE LAYER	1	7.25	$ 65.00		$ 97.50	$ 471.25
LABORER	1	7.25	$ 45.00		$ 67.50	$ 326.25
LABORER	1	7.25	$ 45.00		$ 67.50	$ 326.25
LABORER	1	7.25	$ 45.00		$ 67.50	$ 326.25
		LABOR SUBTOTAL:				$ 2,501.25

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Ferguson	1	LS	$32.52	$ 32.52	1.95
Ferguson	1	LS	$284.93	$ 284.93	17.11
Ferguson	1	LS	$32.32	$ 32.32	1.94
Home Depot	1	LS	$25.38	$ 25.38	1.65
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
SubTotal				$ 375.15	
10%				$ 37.52	
Tax				$ 22.65	
Fuel Surcharge				$ -	
Freight				$ -	
TOTAL:				$ 435.32	

SUBCONTRACTORS INCLUDING 15% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ -
15%				$ -
Tax				$ -
TOTAL:				$ -

TOTAL DUE: $5,401.57

FERGUSON®
WATERWORKS
17323 JEAN STREET
FT MYERS, FL 33967-9998

Please contact with Questions: 239-433-0555

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1629408	$34.47	47354	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 188628

SHIP TO:

COUNTER PICK UP
3801 PROSPECT AVE
NAPLES, FL 34104

HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
136	136	FL2COL	DEONIDES	082	WDC #9 PALM RIVER PUBLIC UTILITI	02/16/24	IO 90113

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	N13	4 GREE RND GRATE	4.950	EA	9.90
2	2	P40S9P	4 PVC S40 SXS 90 ELL	22.620	EA	22.62
			INVOICE SUB-TOTAL			32.52
			TAX	Collier		1.95

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

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TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE $34.47

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON®
WATERWORKS
17323 JEAN STREET
FT MYERS, FL 33967-9998

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1629185	$302.04	47354	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
PO BOX 100286
ATLANTA, GA 30384-0286

Please contact with Questions: 239-433-0555

MASTER ACCOUNT NUMBER: 188628

SHIP TO:

COUNTER PICK UP
3801 PROSPECT AVE
NAPLES, FL 34104

HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
136	136	FL2COL	BEN	082	PALM RIVER PUBLIC UTILITI	02/15/24	IO 90098

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
5	5	N13	4 GREE RND GRATE	4.950	EA	24.75
1	1	A0699WT	6 WTITE 90 ELL	56.600	EA	56.60
1	1	SFG8106FGDADA	6 DI FLAT PIPE GRATE ADA COMPLIANT	90.480	EA	90.48
5	5	P40S9P	4 PVC S40 SXS 90 ELL	22.620	EA	113.10
			INVOICE SUB-TOTAL			284.93
			TAX	Collier		17.11

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH 'NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE $302.04

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON PALM RIVER
Roof-Drain Supply

WD #9 Backup
Page 6 of 12

ORDER NO. REQUIRED DATE SHIP WHS. SELL WHS.

WRITER	SALESMAN
TAG P.O. NO.	
OML CONTACT	
VENDOR	
VENDOR P.O. NO.	
ROUTE NO.	RUN NO. / DEPA
ROUTE DESC.	

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS

SOLD TO

SHIP TO

SHIP VIA

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

CUSTOMER P.O. NO.	JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY

LINE	ORDER QTY.	SHIP QTY.		ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE L

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

FER416 070222 (09/17)

CUSTOMER'S SIGNATURE: _____ DATE: _____

TERMS:

CUSTOMER COPY

PALM RIVER
ROOF DRAINT SUPPLY
DEMO

COPY

How doers get more done.

11941 BONITA BCH RD SE
BONITA SPRINGS, FL 34135 (239)947-5868

6373 00037 43598 02/19/24 07:07 AM
SALE CASHIER CHARLES

[illegible]308760 PVC CEMENT <A> 15.48
[illegible] PVC CEMENT HEAVY DUTY CLEAR
[illegible]03024 4IN 90D EL <A>
[illegible] W/R/DRAIN EL 90D D3034 PVC 9.90

SUBTOTAL 25.38
SALES TAX 1.65
TOTAL $27.03

XX[illegible]XXXXX4135 HOME DEPOT USD$ 27.03
APPR# 00E 019728/7370135 TA

HA:KLNS INC
PALMA DEONIDES
Chip Read
AID A0000000049999D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-1846 SUMMARY

2024 PRO XTRA SPEND 02/18: $10,690.69
INCLUDES:
2024 PROXTRA SAVINGS 02/18: $547.38

As of 02/19/2024 your Paint Rewards level is Silver; Spend 5707.69 more in qualifying paint purchases to earn Gold (20.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

6373 02/19/24 07:07 AM
6373 37 43598 02/19/2024 4092

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	02/18/2025

****
DID WE NAIL IT?

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User ID: WTT 93858 87522
PASSWORD: 24119 87485

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION	
Contractor's Name: Haskins Inc.	Date: Total
Project Description:	PO #: 0
Work Directive Change #9	

Onsite Personnel				
Job Title	#	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Project Manager	0	0	0	0
Superintendent	0	0	0	0
Foreman	2	7.25	0	7.25
Equipment Operator	2	7.25	0	7.25
Pipe Layer	2	7.25	0	7.25
Laborer	2	7.25	0	7.25
Laborer	2	7.25	0	7.25
Laborer	2	7.25	0	7.25
Driver - Roll Off	0	0	0	0
Driver - Lowboy	0	0	0	0

Description Work Performed

Equipment on Site				
Description	#	Total Standard Hours per Equip	Total Idle Hours per Equipment	Total Equipment Hours
Roll Off Truck	0	0	0	0
Lowboy	0	0	0	0
Pick Up Truck with Tools	2	7.25	0	7.25
Front end loader	2	7.25	0	7.25
Mini Trackhoe	2	7.25	0	7.25
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

Completed by: Ben Elwell, President

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANT...
PALM RIVER PUR
AREAS 1 AND 2

Stantec

Date: **2/16/2024**			
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Friday**	Contract Day: **303**	Total Days: **420/450**	

Estimated Work Performed (General)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	WDC #10	WDC #10 **Station 6+50±:** Contractor worked on Work Directive Change #10, as Time and Materials, at house #436 Palm River Blvd., to relocate an existing 12-inch HDPE stormwater pipe in the east right-of-way and on private property at house #442 Palm River Blvd. to private property at house #436 Palm River Blvd. and install a 12-inch x 6-inch stormwater pipe reducer and 6-inch bubbler grate. Contractor removed several existing Ficus landscape plants along the property line to accommodate relocation at house #442 Palm River Blvd. Contractor installed bubbler grate at approximately El. 9.00. Contractor graded a swale from the bubbler grate to the new inline drain. o Time: 7:15 a.m. to 10:30 a.m. = 3.25 hours. o Manpower: One (1) foreman, one (1) operator, one (1) pipe layer, three (3) laborers. o Equipment: One (1) crew truck, one (1) front end loader, one (1) mini trackhoe. o Materials: A/H M-294 12-inch x 8-inch eccentric cap, A/H 8-inch x 6-inch eccentric reducer, ADS 6-inch 90-degree bend, approximately 3-feet of 6-inch HDPE pipe, 6-inch iron grate, Mirafi filter fabric.		T&M
1	WDC #9	WDC #9 **Station 8+10±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #448 #448 Palm River Blvd., to install bubbler grate on existing 4-inch PVC roof gutter and yard drainpipe on private property. Contractor excavated existing 4-inch PVC drainpipe and generated parts list. **Station 9+10±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #454 Palm River Blvd., to install bubbler grate on existing 4-inch Sch 40 PVC roof gutter drainpipe on private property. Contractor excavated and removed a length of existing 4-inch Sch 40 PVC drainpipe in the right-of-way and installed 4-inch Sch 40 90-degree bend and 4-inch bubbler grate on private property. o Time: 12:50 p.m. to 3:50 a.m. = 3.0 hours.		T&M

		○ Manpower: One (1) foreman, one (1) operator, one (1) pipe layer, three (3) laborers. ○ Equipment: One (1) crew truck, one (1) front end loader, one (1) mini trackhoe. ○ Materials: One (1) 4-inch Sch 40 90-degree bend, one (1) 4-inch grate (installed at house #454).		

Estimated Work Performed (Water)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Estimated Work Performed (Wastewater)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Estimated Work Performed (Stormwater System)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Inspector Signature	Contractor Signature	Date
Scott Sikorski, Senior RPR		2-16-2024

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANTITIES
PALM RIVER PUR
AREAS 1 AND 2

Public Utilities Renewal

Stantec

Date: **2/19/2024**			
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Monday**	Contract Day: **306**	Total Days: **420/450**	

Estimated Work Performed (General)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	WDC #9	WDC #9 **Station 4+40±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #411 Golfview Drive on Palm River Blvd., and installed bubbler grate on existing 4-inch Sch 40 PVC roof gutter drainpipe on private property. Contractor excavated and removed a length of existing 4-inch Sch 40 PVC drainpipe in the right-of-way and installed 4-inch Sch 40 90-degree bend and 4-inch bubbler grate on private property. **Station 8+10±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #448 Palm River Blvd. (north), and installed bubbler grate on existing 4-inch thin wall PVC roof gutter drainpipe on private property. Contractor excavated and removed a length of existing 4-inch PVC drainpipe in the right-of-way and installed 4-inch 90-degree bend and 4-inch bubbler grate on private property. **Station 8+40±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #459 Golfview Drive (south), and installed bubbler grate on existing 4-inch thin wall PVC roof gutter drainpipe on private property. Contractor excavated and removed a length of existing 4-inch PVC drainpipe in the right-of-way and installed 4-inch 90-degree bend and 4-inch bubbler grate on private property. **Station 8+60±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #459 Golfview Drive (middle), and installed bubbler grate on existing 4-inch thin wall PVC roof gutter drainpipe on private property. Contractor excavated and removed a length of existing 4-inch PVC drainpipe in the right-of-way and installed 4-inch 90-degree bend and 4-inch bubbler grate on private property. **Station 9+18±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #459 Golfview Drive (north), and installed bubbler grate on existing 4-inch thin wall PVC roof gutter drainpipe on private property. Contractor excavated and removed a length of existing 4-inch PVC drainpipe in the right-of-way and installed 4-inch 90-degree bend and 4-inch bubbler grate on private property.	-	T&M

		Station 7+20±: Contractor worked on Work Directive Change #9, as Time and Materials, at house #445 Golfview Drive (north), and installed bubbler grate on existing 6-inch HDPE roof gutter drainpipe on private property. Contractor excavated and removed a length of existing 6-inch HDPE drainpipe in the right-of-way and installed 6-inch 90-degree bend and 6-inch bubbler grate on private property. o Time: 7:00 a.m. to 11:15 a.m. = 4.25 hours. o Manpower: One (1) foreman, one (1) operator, one (1) pipe layer, three (3) laborers. o Equipment: One (1) crew truck, one (1) front end loader, one (1) mini trackhoe. o Materials: One (1) 4-inch Sch 40 90-degree bend, one (1) 4-inch plastic grate, approximately 27-inch length of 4-inch Sch 40 PVC pipe at house #411 Golfview Drive on Palm River Blvd., one (1) 4-inch 90-degree bend, approximately 6-inch length of 4-inch PVC pipe, one (1) 4-inch plastic grate at house #448 (north) Palm River Blvd., one (1) 4-inch 90-degree bend, approximately 9-inch length of 4-inch PVC pipe, one (1) 4-inch plastic grate at house #459 (south) Golfview Drive, one (1) 4-inch 90-degree bend, approximately 9-inch length of 4-inch PVC pipe one (1) 4-inch plastic grate at house #459 (middle) Golfview Drive, one (1) 4-inch 90-degree bend, approximately 11-inch length of 4-inch PVC pipe, one (1) 4-inch plastic grate at house #459 (north) Golfview Drive, one (1) 6-inch ABS 90-degree bend, approximately 10-inch length of 6-inch HDPE pipe, one (1) 6-inch iron grate at house #445 (north) Golfview Drive.		

Estimated Work Performed (Water)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Estimated Work Performed (Wastewater)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Estimated Work Performed (Stormwater System)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Inspector Signature	Contractor Signature	Date
Scott Sikorski, Senior RPR		2-19-2024

Collier County Engineering & Project Management Division
WORK DIRECTIVE CHANGE

WD # 10

CONTRACT # /PROJECT NAME:
#22-7992R Palm River PUR Areas 1 & 2

WORK DIRECTIVE # 10

PURCHASE ORDER #: 4500223134

DATE OF ISSUANCE: February 13, 2024

OWNER: Collier County Board of Commissioners

PROJECT#: 70257.4, 60234.5.1

CONTRACTOR: Haskins, Inc.

ENGINEER/DESIGN PROFESSIONAL: Q. Grady Minor & Associates, P.A.

You are directed to proceed promptly with the following change(s):

Description:
Installation of drainage basin bubble-up structure at 436 Palm River Boulevard to accommodate the existing 12" private property yard drainage pipe that extends into the ROW.

Purpose of Work Directive Change:
To accommodate the existing 12" private property yard drainage pipe flow from private property into the ROW.

Reason/Justification:
During installation of the new drainage infrastructure, it was discovered that the existing 12" yard drainage pipe at 436 Palm River Boulevard extended into the ROW, which is not allowed per current Collier County standards. Haskins provided a time and material cost estimate to install a drainage basin bubble-up structure at the private property drainage pipe on private property that will allow drainage to flow from private property into the ROW and ultimately to the County's stormwater system. This change is to add bubble up structure at 436 Palm River Boulevard.

Attachments: Contractor's quote

If a claim is made that the above change(s) have affected Contract/Allowance Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract/Allowance Price:
- ☐ Unit Prices
- ☐ Lump Sum
- ☒ Time & Material
- ☐ Other

Method of determining change in Contract Times:
- ☐ Contractor's records
- ☐ Engineer's record
- ☐ Other

Estimated increase or (decrease) in Allowance:
$6,389.22

Estimated change in Contract Time:
N/A

RECOMMENDED:

By: Allyson Holland, PE
Project Manager

AUTHORIZED:

By: Diana Dueri, PMP 2/13/2024
Owner's Representative

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
INVOICE #:	
INVOICE DATE:	1/19/2024
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Connect Existing 12" Roof Drain Pipe to Bubble up Basin on private property

P.O. #:	4500223134
COMMENCEMENT DATE:	
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	

EQUIPMENT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
45 TN EXCAVATOR		HR	$ 275.00	$ -
40 TN EXCAVATOR W/ HAMMER		HR	$ 280.00	$ -
25 TN EXCAVATOR		HR	$ 185.00	$ -
MIDI EXCAVATOR		HR	$ 140.00	$ -
MINI EXCAVATOR	10	HR	$ 130.00	$ 1,300.00
MINI EXCAVATOR W / HAMMER		HR	$ 150.00	$ -
RUBBER TIRE BACKHOE		HR	$ 110.00	$ -
20 TN LOADER		HR	$ 185.00	$ -
15 TN LOADER		HR	$ 150.00	$ -
6 TN LOADER		HR	$ 115.00	$ -
BOX BLADE		HR	$ 95.00	$ -
TRACK SKID STEER		HR	$ 95.00	$ -
15,000 LB DOZER		HR	$ 110.00	$ -
35,000 LB DOZER		HR	$ 130.00	$ -
MOTOR GRADER (SMALL)		HR	$ 110.00	$ -
MOTOR GRADER (LARGE)		HR	$ 125.00	$ -
PAVER (SMALL)		HR	$ 105.00	$ -
ASPHALT MILLING MACHINE		HR	$ 375.00	$ -
3 TON VIBRATORY ROLLER		HR	$ 45.00	$ -
6 TON VIBRATORY ROLLER		HR	$ 55.00	$ -
3-TON ASPHALT ROLLER		HR	$ 45.00	$ -
7-TON ASPHALT ROLLER		HR	$ 55.00	$ -
DUMP TRUCK		HR	$ 125.00	$ -
ROLL OFF TRUCK		HR	$ 135.00	$ -
LOWBOY TRACTOR		HR	$ 145.00	$ -
2 1/2 TON FLATBED		HR	$ 65.00	$ -
ROCK CRUSHER		HR	$ 290.00	$ -
SCREENER PLANT		HR	$ 270.00	$ -
SOIL STABILIZER		HR	$ 235.00	$ -
STREET SWEEPER		HR	$ 50.00	$ -
LIGHT PLANT		HR	$ 20.00	$ -
VACCUM TRUCK		HR	$ 200.00	$ -
VACCUM WAGON		HR	$ 85.00	$ -
PUMPER TRUCK		HR	$ 300.00	$ -
WATER TRUCK		HR	$ 125.00	$ -
MOT - BARRIER WALL (EA.)		HR	$ 3.00	$ -
MOT - BARRELL (EA.)		HR	$ 1.25	$ -
MOT - CONES (EA.)		HR	$ 0.50	$ -
MOT - SIGNS (EA.)		HR	$ 1.00	$ -
20CY DUMPSTER		HR	$ 25.00	$ -
3" HYDRAULIC PUMP		HR	$ 55.00	$ -
4" HYDRAULIC PUMP		HR	$ 65.00	$ -
6" HYDRAULIC PUMP		HR	$ 75.00	$ -
8" HYDRAULIC PUMP		HR	$ 85.00	$ -
10" HYDRAULIC PUMP		HR	$ 105.00	$ -
WELL DRILLIG RIG		HR	$ 225.00	$ -
WELL POINT SYSTEM		HR	$ 250.00	$ -
6" VACUUM PUMP		HR	$ 50.00	$ -
8" VACUUM PUMP		HR	$ 70.00	$ -
2" ELECTRIC PUMP	10	HR	$ 15.00	$ 150.00
PLATE COMPACTOR		HR	$ 20.00	$ -
TRENCH BOX		HR	$ 40.00	$ -
PICK-UP TRUCK W/ TOOLS	10	HR	$ 25.00	$ 250.00
	EQUIPMENT SUBTOTAL:			$ 1,700.00

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MAN	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER			$ 110.00		$ 165.00	$ -
SUPERINTENDENT	1	4	$ 90.00		$ 135.00	$ 360.00
FOREMAN	1	10	$ 75.00		$ 112.50	$ 750.00
EQUIPMENT OPERATOR	1	10	$ 70.00		$ 105.00	$ 700.00
LABORER	1	10	$ 45.00		$ 67.50	$ 450.00
FLAGGER			$ 45.00		$ 67.50	$ -
MECHANIC			$ 75.00		$ 112.50	$ -
PIPE LAYER	2	10	$ 65.00		$ 97.50	$ 1,300.00
WELDER			$ 225.00		$ 337.50	$ -
		LABOR SUBTOTAL:				$ 3,560.00

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
12" Pipe and bubble up basin	$1.00	LS	$556.22	$ 556.22
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SubTotal			$ 556.22
	10%			$ 55.62
	Tax			$ 33.37
	Fuel Surcharge			$ -
	Freight			$ -
	TOTAL:			$ 645.22

SUBCONTRACTORS INCLUDING 10% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
Sod	800	SF	$0.55	$ 440.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SubTotal			$ 440.00
	10%			$ 44.00
	Tax			$ -
	TOTAL:			$ 484.00

TOTAL DUE: $6,389.22

FERGUSON WATERWORKS

FEL-NAPLES WATERWORKS #136
3801 PROSPECT AVE
NAPLES, FL 34104

Phone: 239-643-4970
Fax: 239-643-4945

Deliver To:
From: Joderek Adams
Comments:

WD # 10 Backup
Page 2 of 7

FEL-NAPLES WATERWORKS #136
Price Quotation
Phone: 239-643-4970
Fax: 239-643-4945

Bid No: B319134
Bid Date: 01/10/24
Quoted By: JA

Cust Phone: 239-947-1846
Terms: NET 10TH PROX

Customer: HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

Ship To: HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

Cust PO#:

Job Name: PALM RIVER

Item	Description	Quantity	Net Price	UM	Total
	4" CONNECTION				
N900	9 TPRD C/BASIN W/DBL OUT	6	29.640	EA	177.84
N990	9 GREE SQ GRATE	6	38.280	EA	229.68
NDS1243	3 - 4 UNIV LCK OUT ADPT	6	7.460	EA	44.76
N1206	UNIV PLUG F/ C/BASIN	6	5.110	EA	30.66
	SUBTOTAL				482.94
	6" CONNECTION				
N1200	12X12 C/BASIN W/2 OUT	1	41.870	EA	41.87
N1212	12X12 GREE GRATE F/ C/BASIN	1	45.790	EA	45.79
N1266	6 UNIV OUT	1	8.510	EA	8.51
N1206	UNIV PLUG F/ C/BASIN	1	5.110	EA	5.11
	SUBTOTAL				101.28

	12" CONNECTION				
A1276WT	12X6 W/TITE RED	1	262.320	EA	262.32
A06650020IBDW	6X20 F2648 W/TITE SLD HDPE PIPE	20	4.440	FT	88.80
N2706AG	*NLA 6 UNIVERSAL INLINE DRN W/ GRAT	1	205.100	EA	205.10
	SUBTOTAL				556.22

Net Total:	$1140.44
Tax:	$68.44
Freight:	$0.00
Total:	$1208.88

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=127&on=47354

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
INVOICE #:	2024-7
INVOICE DATE:	3/1/2024
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Palm River Work Directive #10

P.O. #:	
COMMENCEMENT DATE:	2/16/2024
DATE & TIME CALL REC'VD	
COMPLETION DATE:	2/16/2024
PROJECT NAME:	Palm River Public Utility Renewal Areas 1 & 2

EQUIPMENT DESCRIPTION	UNIT	QTY	STND HRS	STND HRS UNIT PRICE	IDLE HRS	IDLE HRS UNIT PRICE	TOTAL
45 TN EXCAVATOR	HR			$ 275.00		$ 137.50	$ -
40 TN EXCAVATOR W/ HAMMER	HR			$ 280.00		$ 140.00	$ -
26 TN EXCAVATOR	HR			$ 185.00		$ 92.50	$ -
MIDI EXCAVATOR	HR			$ 140.00		$ 70.00	$ -
MINI EXCAVATOR	HR	1	3.25	$ 130.00		$ 65.00	$ 422.50
MINI EXCAVATOR W / HAMMER	HR			$ 150.00		$ 75.00	$ -
RUBBER TIRE BACKHOE	HR			$ 110.00		$ 55.00	$ -
20 TN LOADER	HR	1	3.25	$ 185.00		$ 92.50	$ 601.25
15 TN LOADER	HR			$ 150.00		$ 75.00	$ -
6 TN LOADER	HR			$ 115.00		$ 57.50	$ -
BOX BLADE	HR			$ 95.00		$ 47.50	$ -
TRACK SKID STEER	HR			$ 95.00		$ 47.50	$ -
15,000 LB DOZER	HR			$ 110.00		$ 55.00	$ -
35,000 LB DOZER	HR			$ 130.00		$ 65.00	$ -
MOTOR GRADER (SMALL)	HR			$ 110.00		$ 55.00	$ -
MOTOR GRADER (LARGE)	HR			$ 125.00		$ 62.50	$ -
PAVER (SMALL)	HR			$ 105.00		$ 52.50	$ -
ASPHALT MILLING MACHINE	HR			$ 375.00		$ 187.50	$ -
3 TON VIBRATORY ROLLER	HR			$ 45.00		$ 22.50	$ -
6 TON VIBRATORY ROLLER	HR			$ 55.00		$ 27.50	$ -
3-TON ASPHALT ROLLER	HR			$ 45.00		$ 22.50	$ -
7-TON ASPHALT ROLLER	HR			$ 55.00		$ 27.50	$ -
DUMP TRUCK	HR			$ 125.00		$ 62.50	$ -
ROLL OFF TRUCK	HR			$ 135.00		$ 67.50	$ -
LOWBOY TRACTOR	HR			$ 145.00		$ 72.50	$ -
2 1/2 TON FLATBED	HR			$ 65.00		$ 32.50	$ -
ROCK CRUSHER	HR			$ 290.00		$ 145.00	$ -
SCREENER PLANT	HR			$ 270.00		$ 135.00	$ -
SOIL STABILIZER	HR			$ 235.00		$ 117.50	$ -
STREET SWEEPER	HR			$ 50.00		$ 25.00	$ -
LIGHT PLANT	HR			$ 20.00		$ 10.00	$ -
VACCUM TRUCK	HR			$ 200.00		$ 100.00	$ -
VACCUM WAGON	HR			$ 85.00		$ 42.50	$ -
PUMPER TRUCK	HR			$ 300.00		$ 150.00	$ -
WATER TRUCK	HR			$ 125.00		$ 62.50	$ -
MOT - BARRIER WALL (EA.)	HR			$ 3.00		$ 1.50	$ -
MOT - BARRELL (EA.)	HR			$ 1.25		$ 0.63	$ -
MOT - CONES (EA.)	HR			$ 0.50		$ 0.25	$ -
MOT - SIGNS (EA.)	HR			$ 1.00		$ 0.50	$ -
20CY DUMPSTER	EA			$ 475.00		$ 237.50	$ -
3" HYDRAULIC PUMP	HR			$ 55.00		$ 27.50	$ -
4" HYDRAULIC PUMP	HR			$ 65.00		$ 32.50	$ -
6" HYDRAULIC PUMP	HR			$ 75.00		$ 37.50	$ -
8" HYDRAULIC PUMP	HR			$ 85.00		$ 42.50	$ -
10" HYDRAULIC PUMP	HR			$ 105.00		$ 52.50	$ -
WELL DRILLING RIG	HR			$ 225.00		$ 112.50	$ -
WELL POINT SYSTEM	HR			$ 250.00		$ 125.00	$ -
6" VACUUM PUMP	HR			$ 50.00		$ 25.00	$ -
8" VACUUM PUMP	HR			$ 70.00		$ 35.00	$ -
2" ELECTRIC PUMP	HR			$ 15.00		$ 7.50	$ -
PLATE COMPACTOR	HR			$ 20.00		$ 10.00	$ -
TRENCH BOX	HR			$ 40.00		$ 20.00	$ -
PICK-UP TRUCK W/ TOOLS	HR	1	3.25	$ 25.00		$ 12.50	$ 81.25
						EQUIPMENT SUBTOTAL:	$ 1,105.00

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MAN	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER			$ 110.00		$ 165.00	$ -
SUPERINTENDENT			$ 90.00		$ 135.00	$ -
FOREMAN	1	3.25	$ 75.00		$ 112.50	$ 243.75
EQUIPMENT OPERATOR	1	3.25	$ 70.00		$ 105.00	$ 227.50
PIPE LAYER	1	3.25	$ 65.00		$ 97.50	$ 211.25
LABORER	1	3.25	$ 45.00		$ 67.50	$ 146.25
LABORER	1	3.25	$ 45.00		$ 67.50	$ 146.25
LABORER	1	3.25	$ 45.00		$ 67.50	$ 146.25
		LABOR SUBTOTAL:				$ 1,121.25

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Ferguson	1	LS	$391.38	$ 391.38
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SubTotal			$ 391.38
	10%			$ 39.14
	Tax			$ 23.48
	Fuel Surcharge			$ -
	Freight			$ -
	TOTAL:			$ 454.00

23.48

SUBCONTRACTORS INCLUDING 15% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SubTotal			$ -
	15%			$ -
	Tax			$ -
	TOTAL:			$ -

TOTAL DUE: $2,680.25

FERGUSON®
WATERWORKS
17323 JEAN STREET
FT MYERS, FL 33967-9998

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1628558	$414.86	47354	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
PO BOX 100286
ATLANTA, GA 30384-0286

Please contact with Questions: 239-433-0555

MASTER ACCOUNT NUMBER: 188628

SHIP TO:

COUNTER PICK UP
3801 PROSPECT AVE
NAPLES, FL 34104

HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
136	136	FL2COL		082	WD # 10 PALM RIVER PUBLIC UTILITI	02/16/24	IO 90070

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	SFG8106FGDADA	6 DI FLAT PIPE GRATE ADA COMPLIANT	90.480	EA	90.48
1	1	A1218WT	12X8 W/TITE RED COUP	186.280	EA	186.28
1	1	A0876WT	8X6 HDPE DUAL WALL RED W/TITE SXB	58.020	EA	58.02
1	1	A0699WT	6 W/TITE 90 ELL	56.600	EA	56.60
			INVOICE SUB-TOTAL			391.38
			TAX	Collier		23.48

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX ORIGINAL INVOICE **TOTAL DUE** **$414.86**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION	
Contractor's Name: Haskins Inc.	Date: Total
Project Description:	PO #: 0
Work Directive Change #10	

Onsite Personnel				
Job Title	#	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Project Manager	0	0	0	0
Superintendent	0	0	0	0
Foreman	1	3.25	0	3.25
Equipment Operator	1	3.25	0	3.25
Pipe Layer	1	3.25	0	3.25
Laborer	1	3.25	0	3.25
Laborer	1	3.25	0	3.25
Laborer	1	3.25	0	3.25
Driver - Roll Off	0	0	0	0
Driver - Lowboy	0	0	0	0

Description Work Performed

Equipment on Site				
Description	#	Total Standard Hours per Equip	Total Idle Hours per Equipment	Total Equipment Hours
Roll Off Truck	0	0	0	0
Lowboy	0	0	0	0
Pick Up Truck with Tools	1	3.25	0	3.25
Front end loader	1	3.25	0	3.25
Mini Trackhoe	1	3.25	0	3.25
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

Completed by: Ben Elwell, President

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANTITIES
PALM RIVER PUR
AREAS 1 AND 2

Public Utilities Renewal

Stantec

Date: **2/16/2024**			
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Friday**	Contract Day: **303**	Total Days: **420/450**	

Estimated Work Performed (General)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	WDC #10	WDC #10 **Station 6+50±:** Contractor worked on Work Directive Change #10, as Time and Materials, at house #436 Palm River Blvd., to relocate an existing 12-inch HDPE stormwater pipe in the east right-of-way and on private property at house #442 Palm River Blvd. to private property at house #436 Palm River Blvd. and install a 12-inch x 6-inch stormwater pipe reducer and 6-inch bubbler grate. Contractor removed several existing Ficus landscape plants along the property line to accommodate relocation at house #442 Palm River Blvd. Contractor installed bubbler grate at approximately El. 9.00. Contractor graded a swale from the bubbler grate to the new inline drain. o Time: 7:15 a.m. to 10:30 a.m. = 3.25 hours. o Manpower: One (1) foreman, one (1) operator, one (1) pipe layer, three (3) laborers. o Equipment: One (1) crew truck, one (1) front end loader, one (1) mini trackhoe. o Materials: A/H M-294 12-inch x 8-inch eccentric cap, A/H 8-inch x 6-inch eccentric reducer, ADS 6-inch 90-degree bend, approximately 3-feet of 6-inch HDPE pipe, 6-inch iron grate, Mirafi filter fabric.	-	T&M
1	WDC #9	WDC #9 **Station 8+10±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #448 #448 Palm River Blvd., to install bubbler grate on existing 4-inch PVC roof gutter and yard drainpipe on private property. Contractor excavated existing 4-inch PVC drainpipe and generated parts list. **Station 9+10±:** Contractor worked on Work Directive Change #9, as Time and Materials, at house #454 Palm River Blvd., to install bubbler grate on existing 4-inch Sch 40 PVC roof gutter drainpipe on private property. Contractor excavated and removed a length of existing 4-inch Sch 40 PVC drainpipe in the right-of-way and installed 4-inch Sch 40 90-degree bend and 4-inch bubbler grate on private property. o Time: 12:50 p.m. to 3:50 a.m. = 3.0 hours.		T&M

		○ Manpower: One (1) foreman, one (1) operator, one (1) pipe layer, three (3) laborers. ○ Equipment: One (1) crew truck, one (1) front end loader, one (1) mini trackhoe. ○ Materials: One (1) 4-inch Sch 40 90-degree bend, one (1) 4-inch grate (installed at house #454).		

Estimated Work Performed (Water)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Estimated Work Performed (Wastewater)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Estimated Work Performed (Stormwater System)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed	
			Qty.	Units
-	-	-	-	-

Inspector Signature	Contractor Signature	Date
Scott Sikorski, Senior RPR		2-16-2024

Collier County Engineering & Project Management Division
WORK DIRECTIVE CHANGE

WD # 15

CONTRACT # /PROJECT NAME:
#22-7992R Palm River PUR Areas 1 & 2

WORK DIRECTIVE # 15

PURCHASE ORDER #: 4500223134

DATE OF ISSUANCE: July 19, 2024

OWNER: Collier County Board of Commissioners

PROJECT#: 70257.4, 60234.5.1

CONTRACTOR: Haskins, Inc.

ENGINEER/DESIGN PROFESSIONAL: Q. Grady Minor & Associates, P.A.

You are directed to proceed promptly with the following change(s):

Description:
This WD is to direct the Contractor to lower and relocate an existing stormwater inlet, to regrade the area around the stormwater inlet within the ROW and on private property, to lower and adjust an existing private property bubble-up structure (providing a 12" inlet/outlet), and to adjust an existing private property roof drain bubble up structure to assist with stormwater discharge from private property to prevent flooding on private property at 436 Palm River Boulevard.

Purpose of Work Directive Change:
To provide a greater elevation difference between the stormwater system within the ROW and the existing private property drainage structures to assist with stormwater discharge from private property to prevent flooding on private property at 436 Palm River Boulevard.

Reason/Justification:
During recent significant rain events it has become evident that the private property bubble-up structure is holding water and does not have sufficient differential elevation to convey stormwater from private property to the ROW. This was an unforeseen condition and requires immediate attention to avoid potential flooding on private property.

Attachments: Contractor's quote

If a claim is made that the above change(s) have affected Contract/Allowance Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract/Allowance Price:
- ☐ Unit Prices
- ☐ Lump Sum
- ☒ Time & Material
- ☐ Other

Method of determining change in Contract Times:
- ☐ Contractor's records
- ☐ Engineer's record
- ☐ Other

Estimated increase or (decrease) in Allowance:
$12,507.00

Estimated change in Contract Time:
N/A

RECOMMENDED:

7/19/2024

By: Justin Frederiksen, PE
Project Manager

AUTHORIZED:

7/22/2024

By: Diana Dueri, PMP
Owner's Representative

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
INVOICE #:	
INVOICE DATE:	7/11/2024
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Lower 12" yard drain at 436 Palm River Blvd. & lower 12" yard drain At 442 Palm River Blvd.

P.O. #:	4500223134
COMMENCEMENT DATE:	
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	

EQUIPMENT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
45 TN EXCAVATOR		HR	$ 275.00	$ -
40 TN EXCAVATOR W/ HAMMER		HR	$ 280.00	$ -
25 TN EXCAVATOR		HR	$ 185.00	$ -
MIDI EXCAVATOR		HR	$ 140.00	$ -
MINI EXCAVATOR	14	HR	$ 130.00	$ 1,820.00
MINI EXCAVATOR W / HAMMER		HR	$ 150.00	$ -
RUBBER TIRE BACKHOE		HR	$ 110.00	$ -
20 TN LOADER		HR	$ 185.00	$ -
15 TN LOADER		HR	$ 150.00	$ -
6 TN LOADER		HR	$ 115.00	$ -
BOX BLADE		HR	$ 95.00	$ -
TRACK SKID STEER		HR	$ 95.00	$ -
15,000 LB DOZER		HR	$ 110.00	$ -
35,000 LB DOZER		HR	$ 130.00	$ -
MOTOR GRADER (SMALL)		HR	$ 110.00	$ -
MOTOR GRADER (LARGE)		HR	$ 125.00	$ -
PAVER (SMALL)		HR	$ 105.00	$ -
ASPHALT MILLING MACHINE		HR	$ 375.00	$ -
3 TON VIBRATORY ROLLER		HR	$ 45.00	$ -
6 TON VIBRATORY ROLLER		HR	$ 55.00	$ -
3-TON ASPHALT ROLLER		HR	$ 45.00	$ -
7-TON ASPHALT ROLLER		HR	$ 55.00	$ -
DUMP TRUCK		HR	$ 125.00	$ -
ROLL OFF TRUCK		HR	$ 135.00	$ -
LOWBOY TRACTOR		HR	$ 145.00	$ -
2 1/2 TON FLATBED		HR	$ 65.00	$ -
ROCK CRUSHER		HR	$ 290.00	$ -
SCREENER PLANT		HR	$ 270.00	$ -
SOIL STABILIZER		HR	$ 235.00	$ -
STREET SWEEPER		HR	$ 50.00	$ -
LIGHT PLANT		HR	$ 20.00	$ -
VACCUM TRUCK		HR	$ 200.00	$ -
VACCUM WAGON		HR	$ 85.00	$ -
PUMPER TRUCK		HR	$ 300.00	$ -
WATER TRUCK		HR	$ 125.00	$ -
MOT - BARRIER WALL (EA.)		HR	$ 3.00	$ -
MOT - BARRELL (EA.)		HR	$ 1.25	$ -
MOT - CONES (EA.)		HR	$ 0.50	$ -
MOT - SIGNS (EA.)		HR	$ 1.00	$ -
20CY DUMPSTER		HR	$ 25.00	$ -
3" HYDRAULIC PUMP		HR	$ 55.00	$ -
4" HYDRAULIC PUMP		HR	$ 65.00	$ -
6" HYDRAULIC PUMP		HR	$ 75.00	$ -
8" HYDRAULIC PUMP		HR	$ 85.00	$ -
10" HYDRAULIC PUMP		HR	$ 105.00	$ -
WELL DRILLIG RIG		HR	$ 225.00	$ -
WELL POINT SYSTEM		HR	$ 250.00	$ -
6" VACUUM PUMP		HR	$ 50.00	$ -
8" VACUUM PUMP		HR	$ 70.00	$ -
2" ELECTRIC PUMP		HR	$ 15.00	$ -
PLATE COMPACTOR		HR	$ 20.00	$ -
TRENCH BOX		HR	$ 40.00	$ -
PICK-UP TRUCK W/ TOOLS	30	HR	$ 25.00	$ 750.00
	EQUIPMENT SUBTOTAL:			$ 2,570.00

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MA	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER			$ 110.00		$ 165.00	$ -
SUPERINTENDENT	1	6	$ 90.00		$ 135.00	$ 540.00
FOREMAN	1	14	$ 75.00		$ 112.50	$ 1,050.00
EQUIPMENT OPERATOR	1	14	$ 70.00		$ 105.00	$ 980.00
LABORER	1	14	$ 45.00		$ 67.50	$ 630.00
FLAGGER			$ 45.00		$ 67.50	$ -
MECHANIC			$ 75.00		$ 112.50	$ -
PIPE LAYER	2	14	$ 65.00		$ 97.50	$ 1,820.00
WELDER			$ 225.00		$ 337.50	$ -
		LABOR SUBTOTAL:				$ 5,020.00

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Ferguson	$1.00	LS	$1,098.47	$ 1,098.47
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ 1,098.47
10%				$ 109.85
Tax				$ 65.91
Fuel Surcharge				$ -
Freight				$ -
TOTAL:				$ 1,274.23

SUBCONTRACTORS INCLUDING 10% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
Zoysia Sod	600	SF	$0.80	$ 480.00
Floratam Sod	600	SF	$0.55	$ 330.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ 810.00
10%				$ 81.00
Delivery Charge				$ 75.00
Tax				$ 52.65
TOTAL:				$ 1,018.65

TOTAL DUE: $9,882.88

FERGUSON WATERWORKS

FEL-NAPLES WATERWORKS #136
3801 PROSPECT AVE
NAPLES, FL 34104

Phone: 239-643-4970
Fax: 239-643-4945

Deliver To:
From: Joderek Adams
Comments:

WD # 15 Backup
Page 2 of 13

11:13:15 NOV 01 2023

FEL-NAPLES WATERWORKS #136
Price Quotation
Phone: 239-643-4970
Fax: 239-643-4945

Bid No: B316809
Bid Date: 11/01/23
Quoted By: JA

Cust Phone: 239-947-1846
Terms: NET 10TH PROX

Customer: HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

Ship To: HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

Cust PO#: YARD DRAINS

Job Name: PALM RIVER PUBLIC UTILITI

Item	Description	Quantity	Net Price	UM	Total
	4" CONNECTION				
N900	9 TPRD C/BASIN W/DBL OUT	3	29.640	EA	88.92
N990	9 GREE SQ GRATE	3	38.280	EA	114.84
NDS1243	3 - 4 UNIV LCK OUT ADPT	3	7.460	EA	22.38
N1206	UNIV PLUG F/ C/BASIN This is what was used	3	5.110	EA	15.33
	SUBTOTAL				241.47
	12" CONNECTION				
A1299WT	12 W/TITE MLD 90 ELL	1	241.660	EA	241.66
A12650020DW	12X20 F2648 W/TITE SLD HDPE PIPE	20	11.790	FT	235.80
N2712AG12N	12X12 INLINE DRN W/ GRATE	1	621.010	EA	621.01
	SUBTOTAL				1098.47

Net Total:	$1339.94
Tax:	$93.80
Freight:	$0.00
Total:	$1433.74

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=127&on=47354

INVOICE

798

7717 5th Terrace
Lehigh Acres, Florida
33936

Date: Apr 30, 2024

Balance Due: $2,903.19

Bill To:

Haskins Inc.
10956 Enterprise Ave
Bonita Springs, Florida
34135

Item	Quantity	Rate	Amount
Bahia sod: patchwork installed The Lords Way	3200	$0.41	$1,296.00
Zoysia sod: installed Palm River Project	1600	$0.80	$1,280.00
Delivery: Collier County Per truck	2	$75.00	$150.00

Subtotal:	$2,726.00
Tax (6.5%):	$177.19
Total:	$2,903.19

INVOICE

827

7717 5th Terrace
Lehigh Acres, Florida
33936

Date: Jun 4, 2024

Bill To:

: **$3,447.94**

Haskins Inc.
10956 Enterprise Ave
Bonita Springs, Florida
34135

Item	Quantity	Rate	Amount
Floratam: installed Delivery:	5750	$0.55	$3,162.50
Collier County	1	$75.00	$75.00
Per truck			

Subtotal:	$3,237.50
Tax (6.5%):	$210.44
Total:	$3,447.94

Notes:
Palm River Project

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
INVOICE #:	2024-7
INVOICE DATE:	8/22/2024
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	WDC #15 -

P.O. #:	
COMMENCEMENT DATE:	
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	
PROJECT NAME:	Palm River Public Utility Renewal

EQUIPMENT DESCRIPTION	UNIT	QTY	STND HRS	STND HRS UNIT PRICE	IDLE HRS	IDLE HRS UNIT PRICE	TOTAL
45 TN EXCAVATOR	HR			$ 275.00		$ 137.50	$ -
40 TN EXCAVATOR W/ HAMMER	HR			$ 280.00		$ 140.00	$ -
25 TN EXCAVATOR	HR			$ 185.00		$ 92.50	$ -
MIDI EXCAVATOR	HR			$ 140.00		$ 70.00	$ -
MINI EXCAVATOR	HR	1	7.5	$ 130.00		$ 65.00	$ 975.00
MINI EXCAVATOR W / HAMMER	HR			$ 150.00		$ 75.00	$ -
RUBBER TIRE BACKHOE	HR			$ 110.00		$ 55.00	$ -
20 TN LOADER	HR	1	8	$ 185.00		$ 92.50	$ 1,480.00
15 TN LOADER	HR			$ 150.00		$ 75.00	$ -
6 TN LOADER	HR			$ 115.00		$ 57.50	$ -
BOX BLADE	HR			$ 95.00		$ 47.50	$ -
TRACK SKID STEER	HR			$ 95.00		$ 47.50	$ -
15,000 LB DOZER	HR			$ 110.00		$ 55.00	$ -
35,000 LB DOZER	HR			$ 130.00		$ 65.00	$ -
MOTOR GRADER (SMALL)	HR			$ 110.00		$ 55.00	$ -
MOTOR GRADER (LARGE)	HR			$ 125.00		$ 62.50	$ -
PAVER (SMALL)	HR			$ 105.00		$ 52.50	$ -
ASPHALT MILLING MACHINE	HR			$ 375.00		$ 187.50	$ -
3 TON VIBRATORY ROLLER	HR			$ 45.00		$ 22.50	$ -
6 TON VIBRATORY ROLLER	HR			$ 55.00		$ 27.50	$ -
3-TON ASPHALT ROLLER	HR			$ 45.00		$ 22.50	$ -
7-TON ASPHALT ROLLER	HR			$ 55.00		$ 27.50	$ -
DUMP TRUCK	HR			$ 125.00		$ 62.50	$ -
ROLL OFF TRUCK	HR			$ 135.00		$ 67.50	$ -
LOWBOY TRACTOR	HR			$ 145.00		$ 72.50	$ -
2 1/2 TON FLATBED	HR			$ 65.00		$ 32.50	$ -
ROCK CRUSHER	HR			$ 290.00		$ 145.00	$ -
SCREENER PLANT	HR			$ 270.00		$ 135.00	$ -
SOIL STABILIZER	HR			$ 235.00		$ 117.50	$ -
STREET SWEEPER	HR			$ 50.00		$ 25.00	$ -
LIGHT PLANT	HR			$ 20.00		$ 10.00	$ -
VACCUM TRUCK	HR			$ 200.00		$ 100.00	$ -
VACCUM WAGON	HR			$ 85.00		$ 42.50	$ -
PUMPER TRUCK	HR			$ 300.00		$ 150.00	$ -
WATER TRUCK	HR			$ 125.00		$ 62.50	$ -
MOT - BARRIER WALL (EA.)	HR			$ 3.00		$ 1.50	$ -
MOT - BARRELL (EA.)	HR			$ 1.25		$ 0.63	$ -
MOT - CONES (EA.)	HR			$ 0.50		$ 0.25	$ -
MOT - SIGNS (EA.)	HR			$ 1.00		$ 0.50	$ -
20CY DUMPSTER	EA			$ 475.00		$ 237.50	$ -
3" HYDRAULIC PUMP	HR			$ 55.00		$ 27.50	$ -
4" HYDRAULIC PUMP	HR			$ 65.00		$ 32.50	$ -
6" HYDRAULIC PUMP	HR			$ 75.00		$ 37.50	$ -
8" HYDRAULIC PUMP	HR			$ 85.00		$ 42.50	$ -
10" HYDRAULIC PUMP	HR			$ 105.00		$ 52.50	$ -
WELL DRILLING RIG	HR			$ 225.00		$ 112.50	$ -
WELL POINT SYSTEM	HR			$ 250.00		$ 125.00	$ -
6" VACUUM PUMP	HR			$ 50.00		$ 25.00	$ -
8" VACUUM PUMP	HR			$ 70.00		$ 35.00	$ -
2" ELECTRIC PUMP	HR			$ 15.00		$ 7.50	$ -
PLATE COMPACTOR	HR			$ 20.00		$ 10.00	$ -
TRENCH BOX	HR			$ 40.00		$ 20.00	$ -
PICK-UP TRUCK W/ TOOLS	HR	1	13.25	$ 25.00		$ 12.50	$ 331.25
						EQUIPMENT SUBTOTAL:	$ 2,786.25

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MAN	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL	
SUPERINTENDENT	1	12	$ 90.00	0.5	$ 135.00	$ 1,147.50	12.5
FOREMAN	1	0.5	$ 75.00	0.25	$ 112.50	$ 65.63	0.75
EQUIPMENT OPERATOR	1	12	$ 70.00	0.5	$ 105.00	$ 892.50	12.5
PIPE LAYER	1	12	$ 65.00	0.5	$ 97.50	$ 828.75	12.5
LABORER	1	12.5	$ 45.00	0.75	$ 67.50	$ 613.13	13.25
LABORER	1	12.5	$ 45.00	0.75	$ 67.50	$ 613.13	13.25
LABORER	1		$ 45.00	0.25	$ 67.50	$ 16.88	0.25
LABORER	1		$ 45.00	0.25	$ 67.50	$ 16.88	0.25
		LABOR SUBTOTAL:				$ 4,194.38	

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Ferguson	1	LS	$665.12	$ 665.12	$ 43.24
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
SubTotal				$ 665.12	
10%				$ 66.51	
Tax				$ 43.24	
Fuel Surcharge				$ -	
Freight				$ -	
TOTAL:				$ 774.87	

SUBCONTRACTORS INCLUDING 15% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Affordable Sod & Trucking	1	LS	$640.00	$ 640.00	$ 41.60
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
SubTotal				$ 640.00	
15%				$ 96.00	
Tax				$ 41.60	
TOTAL:				$ 777.60	

Can only mark up 10% - $81.00 markup allowed; changing the total to $8,518.09

TOTAL DUE: $8,533.10

FERGUSON®
WATERWORKS
17323 JEAN STREET
FT MYERS, FL 33967-9998

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1648768	$708.36	47354	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
PO BOX 100286
ATLANTA, GA 30384-0286

Please contact with Questions: 239-433-0555

MASTER ACCOUNT NUMBER: 188628

SHIP TO:

COUNTER PICK UP
17323 JEAN STREET
FT MYERS, FL 33967-9998

HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
127	127	FL2LEE		082	PALM RIVER PUBLIC UTILITI	07/23/24	IO 91160

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
20	20	A12650020DW	12X20 F2648 W/TITE SLD HDPE PIPE	13.160	FT	263.20
1	1	A1265AA	12 N12 HDPE SPLT COUP	22.540	EA	22.54
1	1	A1292AN65B	12 N12 PROLINK WT 22-1/2 ELL	322.780	EA	322.78
1	1	A0699WT	6 W/TITE 90 ELL	56.600	EA	56.60
			INVOICE SUB-TOTAL			**665.12**
			TAX	Lee		**43.24**

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX — ORIGINAL INVOICE — **TOTAL DUE** **$708.36**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

INVOICE

873

7717 5th Ter
Lehigh Acres, FL
33936

Date: Aug 9, 2024

Balance Due: $681.60

Bill To:

Haskins Inc.
10956 Enterprise Ave
Bonita Springs, Florida
34135

Item	Quantity	Rate	Amount
Floratam Sod: installed 436 palm river blvd Naples Fl 34110	400	$0.55	$220.00
Zoysia Sod: installed 442 Palm River Blvd Naples, FL 34110	400	$0.80	$320.00
Delivery	1	$100.00	$100.00

Subtotal:	$640.00
Tax (6.5%):	$41.60
Total:	$681.60

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANTITIES
COPY

PALM RIVER PUR
AREAS 1 AND 2

Public Utilities Department
Stantec

Date: **7/23/2024**			WD # 15 Backup Page 8 of 13
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Tuesday**	Contract Day: **457**	Total Days: **573/603**	

Estimated Work Performed (General)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Units
-	-	-	-	-

Estimated Work Performed (Water)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Units
-	-	-	-	-

Estimated Work Performed (Wastewater)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Units
1	3.1 ii	**Station 38+50± to Station 39+17±:** Contractor installed approximately 67-feet of 10-inch SDR 26 PVC sanitary sewer main, between new manhole SMH-229 and proposed manhole SMH-230, along Cypress Way East, between houses #454 and #446 Cypress Way East.	67	LF

Estimated Work Performed (Stormwater System)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Units
1	WDC #15	WDC #15 **Station 6+57±:** Contractor worked on Work Directive Change #15 at house #436 Palm River Blvd., modifying existing 12-inch HDPE backyard drainpipe to provide better drainage of private property where 12-inch HDPE stormwater pipe was previously connected to the existing stormwater pipe in the right-of-way. Work was measured for payment as Time and Materials. o Contractor excavated existing 12-inch HDPE stormwater pipe on private property and removed previously installed 12-inch x 6-inch HDPE cap, 6-inch 90 degree bend, length of 6-inch HDPE pipe and 6-inch grate. Contractor excavated inline drain S-225 and lowered previously installed inline drain grate assembly approximately 1.0-foot. Contractor relocated roof gutter drainpipe and bubbler box east on private property to allow for grading slope down to existing 12-inch HDPE private property drainpipe invert. Contractor installed a short length of 12-inch	-	T & M

		HDPE drainpipe onto the existing backyard drainpipe, extending drainpipe to the edge of the right-of-way and cut the end off of the 12-inch HDPE pipe to accommodate a mitered end finish and regraded a swale between the 12-inch HDPE private property drainpipe and inline drain S-225 grate assembly. Also, contractor regraded area around inline inlet S-225 to provide a maximum slope of no greater than approximately 3 to 1. o Time: 8:30 a.m. to 4:00 p.m. = 7.5 hours. o Manpower: One (1) superintendent, one (1) operator, one (1) pipe layer, two (2) laborers. o Equipment: One (1) crew truck, one (1) mini trackhoe, one (1) front end loader. o Materials: Approximately 6-feet of 12-inch HDPE stormwater pipe, one (1) 12-inch HDPE 22.5 degree bend, silt fence material.		

Inspector Signature	Contractor Signature	Date
Scott Sikorski, Senior RPR		7-23-2024

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANTITIES COPY
PALM RIVER PUR
AREAS 1 AND 2

Stantec

Date: **7/24/2024**			WD # 15 Backup Page 10 of 13
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Wednesday**	Contract Day: **458**	Total Days: **573/603**	

Estimated Work Performed (General)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Water)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Wastewater)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	3.1 ii	**Station 39+17± to Station 39+31±:** Contractor installed approximately 14-feet of 10-inch SDR-26 PVC sanitary sewer main, between new manhole SMH-229 and proposed manhole SMH-230, along Cypress Way East, adjacent to house #446 Cypress Way East.	14	LF

Estimated Work Performed (Stormwater System)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	WDC #15	WDC #15 **Station 6+57±:** Contractor worked on Work Directive Change #15 at house #436 Palm River Blvd., modifying existing 12-inch HDPE backyard drainpipe to provide better drainage of private property where 12-inch HDPE stormwater pipe was previously connected to the existing stormwater pipe in the right-of-way. Work was measured for payment as Time and Materials. o Contractor placed 4-inch tall wooden concrete forms with dimensions of approximately 4-foot 3-inches long x 3-foot wide with approximately 6-inch x 6-inch x 3-foot footer under the end of the 12-inch drainpipe and placed concrete for mitered end section at end of private property 12-inch HDPE backyard drainpipe, on private property. Also, contractor placed #4 reinforcement steel deformed bars in mitered end concrete. Contractor removed concrete forms. o Time: 11:30 a.m. to 4:30 p.m. = 4.5 hours.	-	T & M

		○ Manpower: One (1) superintendent, one (1) operator, one (1) pipe layer, two (2) laborers. ○ Equipment: One (1) crew truck. ○ Materials: Preferred concrete, mix design 3000 TRI FM4 3% 4" Fib Monofilament ½" 3.75#, length of #4 reinforcement steel deformed bars, 2-inch x 4-inch wooden concrete forms.		

Inspector Signature	Contractor Signature	Date
Scott Sikorski, Senior RPR		7-24-2024

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANTITIES
PALM RIVER PUR
AREAS 1 AND 2

COPY

Public Utilities Renewal

Stantec

Date: **7/26/2024**			
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Friday**	Contract Day: **460**	Total Days: **573/603**	

Estimated Work Performed (General)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Water)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Wastewater)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Stormwater System)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	WDC #15	WDC #15 **Station 6+57±:** Contractor worked on Work Directive Change #15 at house #436 Palm River Blvd., modifying existing 12-inch HDPE backyard drainpipe to provide better drainage of private property where 12-inch HDPE stormwater pipe was previously connected to the existing stormwater pipe in the right-of-way. Work was measured for payment as Time and Materials. o Contractor finish graded area in preparation for sod restoration. o Time: 8:15 a.m. to 8:45a.m. = 0.5 hours. o Manpower: One (1) foreman, two (2) laborers. o Equipment: One (1) crew truck, one (1) front end loader. o Materials: None.	-	T & M

Inspector Signature	Contractor Signature	Date
Scott Sikorski, Senior RPR		7-26-2024

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANTITIES
PALM RIVER PUR
AREAS 1 AND 2

COPY

Stantec

Date: **8/1/2024**			
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Thursday**	Contract Day: **466**	Total Days: **573/603**	

Estimated Work Performed (General)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Water)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Wastewater)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	3.1 ii	**Station 39+40± to Station 39+99±:** Contractor installed approximately 59-feet of 10-inch SDR 26 PVC sanitary sewer main, between new manhole SMH-229 and proposed manhole SMH-230, along Cypress Way East, adjacent to house #446 Cypress Way East.	59	LF
1	3.5	**Station 39+99±:** Contractor installed new manhole SMH-230, adjacent to house #446 Cypress Way East.	1	EA

Estimated Work Performed (Stormwater System)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
5	WDC #15	WDC #15 • **Station 6+57±:** Subcontractor Affordable Sod and Trucking worked on Work Directive Change #15 at house #436 Palm River Blvd. Work was measured for payment as Time and Materials. o Subcontractor placed Floritam sod in the right-of-way, around inline inlet S-225 to 12-inch HDPE private property backyard drainpipe mitered end section on private property. o Time: 4:15 p.m. to 4:30 p.m. = 0.25 hours. o Manpower: One (1) foreman, four (4) laborers. o Equipment: One (1) crew truck, one (1) forklift. o Materials: Floritam sod.	-	T & M

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION	
Contractor's Name: Haskins Inc.	Date: Tuesday, July 23, 2024
Project Description:	PO #:

Onsite Personnel

Job Title	#	Worked From:	Worked Until:	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Superintendent	1	8:30 AM	4:00 PM	7.5		7.5
Foreman						0
Equipment Operator	1	8:30 AM	4:00 PM	7.5		7.5
Pipe Layer	1	8:30 AM	4:00 PM	7.5		7.5
Laborer	1	8:30 AM	4:00 PM	7.5		7.5
Laborer	1	8:30 AM	4:00 PM	7.5		7.5
Laborer						0
Laborer						0
Driver - Roll Off						0
Driver - Lowboy						0

Description Work Performed

Equipment on Site

Description	#	Total Stand Hours per Equip	Total Idle Hours per Equip	Total Hours of Equipment On Site	Notes
Roll Off Truck				0	
Lowboy				0	
Pick-Up Truck	1	7.5		7.5	
Mini Trackhoe	1	7.5		7.5	
Front end loader	1	7.5		7.5	
Forklift				0	
				0	
				0	
				0	

Completed By: Ben Elwell, President

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION

Contractor's Name: Haskins Inc.	Date: Wednesday, July 24, 2024
Project Description:	PO #: 0
0	

Onsite Personnel

Job Title	#	Worked From:	Worked Until:	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Superintendent	1	11:30 AM	4:30 PM	4.5	0.5	5
Foreman						0
Equipment Operator	1	11:30 AM	4:30 PM	4.5	0.5	5
Pipe Layer	1	11:30 AM	4:30 PM	4.5	0.5	5
Laborer	1	11:30 AM	4:30 PM	4.5	0.5	5
Laborer	1	11:30 AM	4:30 PM	4.5	0.5	5
Laborer						0
Laborer						0
Driver - Roll Off						0
Driver - Lowboy						0

Description Work Performed

Equipment on Site

Description	#	Total Stand Hours per Equip	Total Idle Hours per Equip	Total Hours of Equipment On Site	Notes
Roll Off Truck				0	
Lowboy				0	
Pick-Up Truck	1	5		5	
Mini Trackhoe				0	
Front end loader				0	
Forklift				0	
0				0	
0				0	
0				0	

Completed By: Ben Elwell, President

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION	
Contractor's Name: Haskins Inc.	Date: Friday, July 26, 2024
Project Description:	PO #: 0
0	

Onsite Personnel

Job Title	#	Worked From:	Worked Until:	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Superintendent						0
Foreman	1	8:15 AM	8:45 AM	0.5		0.5
Equipment Operator						0
Pipe Layer						0
Laborer	1	8:15 AM	8:45 AM	0.5		0.5
Laborer	1	8:15 AM	8:45 AM	0.5		0.5
Laborer						0
Laborer						0
Driver - Roll Off						0
Driver - Lowboy						0

Description Work Performed

Equipment on Site

Description	#	Total Stand Hours per Equip	Total Idle Hours per Equip	Total Hours of Equipment On Site	Notes
Roll Off Truck				0	
Lowboy				0	
Pick-Up Truck	1	0.5		0.5	
Mini Trackhoe				0	
Front end loader	1	0.5		0.5	
Forklift				0	
0				0	
0				0	
0				0	

Completed By: Ben Elwell, President

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION	
Contractor's Name: Haskins Inc.	Date: Thursday, August 1, 2024
Project Description:	PO #: 0
0	

Onsite Personnel

Job Title	#	Worked From:	Worked Until:	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Superintendent						0
Foreman	1	4:15 PM	4:30 PM		0.25	0.25
Equipment Operator						0
Pipe Layer						0
Laborer	1	4:15 PM	4:30 PM		0.25	0.25
Laborer	1	4:15 PM	4:30 PM		0.25	0.25
Laborer	1	4:15 PM	4:30 PM		0.25	0.25
Laborer	1	4:15 PM	4:30 PM		0.25	0.25
Driver - Roll Off						0
Driver - Lowboy						0

Description Work Performed

Equipment on Site

Description	#	Total Stand Hours per Equip	Total Idle Hours per Equip	Total Hours of Equipment On Site	Notes
Roll Off Truck				0	
Lowboy				0	
Pick-Up Truck	1	0.25		0.25	
Mini Trackhoe				0	
Front end loader				0	
Forklift	1	0.25		0.25	
0				0	
0				0	
0				0	

Completed By: Ben Elwell, President

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-38

DAILY REPORT OF CONSTRUCTION	
Contractor's Name: Haskins Inc.	Date: Total
Project Description:	PO #: 0
0	

Onsite Personnel

Job Title	#	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Superintendent	1	12	0.5	12.5
Foreman	1	0.5	0.25	0.75
Equipment Operator	1	12	0.5	12.5
Pipe Layer	1	12	0.5	12.5
Laborer	1	12.5	0.75	13.25
Laborer	1	12.5	0.75	13.25
Laborer	1	0	0.25	0.25
Laborer	1	0	0.25	0.25

Description Work Performed

Equipment on Site

Description	#	Total Standard Hours per Equip	Total Idle Hours per Equipment	Total Equipment Hours
Roll Off Truck	0	0	0	0
Lowboy	0	0	0	0
Pick-Up Truck	1	13.25	0	13.25
Mini Trackhoe	1	7.5	0	7.5
Front end loader	1	8	0	8
Forklift	1	0.25	0	0.25
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

Completed by: Ben Elwell, President

Collier County

Procurement Services Change Order Form

☒ Contract Modification ☐ Work Order Modification

Contract #:	Change #:	Purchase Order #:	Project #:
22-7992R	3	4500223134	70257.4 & 60234.5.1

Contractor/Firm Name:	Contract/Project:
Haskins, Inc.	Palm River Areas 1&2 Public Utilities Renewal

Project Manager Name:	Division Name:
Diana Dueri, PMP	EPMD

Original Contract/Work Order Amount	$ 15,579,339.85	01/10/23;11A	Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount	$ 15,579,339.85	2/27/24;16.C.2	Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount	$ 15,579,339.85	12/16/2024	SAP Contract Expiration Date (Master)
Dollar Amount of this Change	$ (18,862.43)	-0.12%	Total Change from Original Amount
Revised Contract/Work Order Total	$ 15,560,477.42	-0.12%	Change from Current BCC Approved Amount
Cumulative Changes	$ (18,862.43)	-0.12%	Change from Current Amount

Completion Date, Description of the Task(s) Change, and Rationale for the Change

Notice to Proceed Date	Original Completion Date	Last Approved Date	Revised Date (Includes this change)
3/13/2023	6/5/2024	12/23/2024	1/08/2025

# of Days Added 16 **Select Tasks** ☐ Add new task(s) ☐ Delete task(s) ☐ Change task(s) ☒ Other

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

This change order is for the addition of 16 days for Rain Delay, Unforeseen Conditions, WD #12, WD #13, and WD #14; and the use of $27,415.66 of project allowances as detailed below:

Time Extensions Due to Rain

1. This change requests a contract time extension of eleven (11) days: one (1) full day due to Hurricane Helene on September 26, 2024; and ten (10) full days due to Hurricane Milton in October 2024.
2. This change was not included in the original contract as it was unknown that heavy rain would impact the area.
3. If the time extension is not processed, the Contractor will not be able to complete the project on schedule and would be liable for liquidated damages for no fault of their own.

Time Extensions Due to Unforeseen Conditions

1. This change requests a contract time extension of one (1) day due to encountering an unknown pipe.
2. This change was not included in the original contract as this pipe was not shown on any record drawings related to the project and unknown to the County.
3. If the time extension is not processed, the Contractor will not be able to complete the project on schedule and would be liable for liquidated damages for no fault of their own.

Work Directive #12: Private Property Bubble Up Structures

1. This change requests that the Contractor installs the drainage basin bubble-up structures at 454, 448 and 430/436 Palm River Blvd to accommodate the existing private property back / side-yard and / or roof drainage pipes that extended into the ROW.
2. This change was not included in the original contract as the length of the back / side yard and / or roof drainage pipes were unknown.
3. If the change is not processed, the contractor will not be able to fulfill Collier County's standards on roof drainage in the ROW.

Work Directive #12 will use $5,778.74 from the project Stormwater Allowance and will increase the number of days in the contract by 1 day.

(Divisions who may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
Admin	BCC Rpt	BCC ES

Work Directive #13: private Property Bubble Up Structures

1. This change requests that the Contractor installs the drainage basin bubble-up structures at 618 Cypress Way East to accommodate the existing private property back / side-yard / and / or roof-drainage pipes that extended into the ROW.
2. The change was not included in the original contract as the length of the back / side yard and / or roof drainage pipes were unknown.
3. If the change is not processed, the contractor will not be able to fulfill the County's standards on roof drainage in the ROW.

Work Directive #13 will use $2,100.92 from the project Stormwater Allowance and will increase the number of days in the contract by 1 day.

Work Directive #14: Remove Drainage Pipe Containing Asbestos

1. This change requests that the Contractor remove the unidentified and unmarked perforated drainage pipe that was found to contain asbestos per WD #14. Since WD #14 was issued, 444 feet of perforated drainage pipe containing asbestos has been removed which will be billed at the unit price ($44.00/foot) for bid item 2.12 "Removal and Disposal of Asbestos Cement Concrete Water Main".
2. The change was not included in the original contract as the asbestos pipe was not shown on any record drawings related to the project and unknown to the County.
3. If the change is not processed, the contractor will not be able to fulfill the County's Asbestos Removal Plan.

Work Directive #14 will use $19,536 from Stormwater Allowance and unused bid item 4.15 ($14,398.43 from the project Stormwater Allowance and $5,137.57 from a quantity adjustment (unused bid item 4.15)) and will increase the number of days in the contract by 2 days.

Stormwater Allowance	$150,000.00
Previous Draws from Allowance (COs 1 & 2)	$127,721.91
Stormwater Allowance Balance	$22,278.09
CO No. 3	($27,415.66)
Balance to be covered by quantity adjustment	($5,137.57)
SOV Deduct line-item 4.15	$24,000.00
Total Deduct	$18,862.43

Areas 1 & 2 Allowance Summary

Beginning General Allowance	$280,000.00
Remaining General Allowance	$280,000.00
Beginning Water Allowance	$200,000.00
Remaining Water Allowance	$200,000.00
Beginning Wastewater Allowance	$400,000.00
Remaining Wastewater Allowance	$400,000.00
Beginning Stormwater Allowance	$150,000.00
CO #1	$(880.00)
CO #2	$(126,841.91)
Allowance Draw WD #12	$(5,778.74)
Allowance Draw WD #13	$(2,100.92)
Allowance Draw WD # 14	$(14,398.43)
Remaining Stormwater Allowance	$0.00

Summary of Work Directives: WD #1, 5, & 7 were included on Change Order #1. WDs #6, 9, 10, & 15 were included in CO #2. WDs #12, 13, 14 are included in CO #3. WDs #2, 3, 4, 8, & 11 do not include any changes to the Contract time or amount ($).

Change Order/Amendment Summary							
CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	New Amount	
1	1	This CO adds an additional 148.5 Days and authorizes the use of the contract allowance.	N/A	N/A	153	633	Days added for rain day, encountering rock, damaging unlocated water services, and construction of redesigned gravity sewer in Area 1; and allowance utilized for repairing damaged unlocated water services and testing unmarked drainage pipe for asbestos.
2	1	This CO adds an additional 5.5 Days and authorizes the use of the contract allowance.	N/A	N/A	7	640	Days added for rain days and WD #15 and allowance for removing drainage pipe containing asbestos, installing private property bubble up structures and 12-inch private property yard drain.
3	1	This CO adds an additional 16 days and the use of contract allowance.	N/A	N/A	16	656	Days added for weather related delays, unforeseen conditions and WDs 12, 13, 14 for private property bubble up structures and removing drainage pipe containing asbestos.

Prepared by: _____ Date: 11/7/2024

Diana C. Dueri, PMP - Project Manager III, EPMD

KLA

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted by: Ryan MacPhee Digitally signed by Ryan MacPhee DN: cn=Ryan MacPhee, ou=Haskins Inc., ou, email=rmacphee@haskinsinc.net, c=US Date: 2024.11.14 14:26:15 -05'00' Date: 11/14/2024

Ryan MacPhee – Haskins, Inc.

Accepted by: Justin A. Frederiksen, P.E. Digitally signed by Justin A. Frederiksen, P.E. Date: 2024.11.14 14:40:56 -05'00' Date: 11/14/24

Justin Frederiksen, P.E. – Q. Grady Minor and Associates, LLC

Approved by: TryfusJacob Digitally signed by TryfusJacob DN: E=Jacob.Tryfus@colliercountyfl.gov, CN=TryfusJacob, OU=Water User Accounts, OU=PUD Water, OU=PUD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Date: 2024.11.14 15:16:36-05'00' Date:

Jacob Tryfus,, Project Manager I, Capital Project Planning & Program Management - TMS

Approved by: HaydenPeter Digitally signed by HaydenPeter DN: E=Peter.Hayden@colliercountyfl.gov, CN=HaydenPeter, OU=Capital Project Planning Users, OU=PUD CAI Capital Project Planning, OU=Construction and Maintenance, OU=PUD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Reason: I am approving this document Date: 2024.11.14 15:16:12-05'00' Date:

Peter Hyden, Project Manager Supervisor, Capital Project Planning & Program Management - TMS

Approved by: Anthony Khawaja P.E. Digitally signed by Anthony Khawaja P.E. Dat e20 24.11.15 0 90:7: 140 5 '0' 0 Date:

Jay Ahmad, Division Director - TMS

Approved by: BullertBenjamin Digitally signed by BullertBenjamin DN: E=Benjamin.Bullert@colliercountyfl.gov, CN=BullertBenjamin, OU=General, OU=PPM User Accounts, OU=PUD Planning and Project Management, OU=PUD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Date: 2024.11.14 15:02:14-05'00' Date:

Ben Bullert, P.E., Principal Project Manager, EPMD

Approved by: McLeanMatthew Digitally signed by McLeanMatthew DN: E=Matthew.McLean@colliercountyfl.gov, CN=McLeanMatthew, OU=General, OU=PPM User Accounts, OU=PUD Planning and Project Management, OU=PUD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Date: 2024.11.18 14:53:36-05'00' Date:

Matt McLean, P.E., Director EPMD

Approved by: ZimmermanBecca Digitally signed by ZimmermanBecca Date: 2024.11.19 13:12:10 -05'00' Date:

(Procurement Professional)

Revised: 01/14/2021 (Divisions who may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
Admin	BCC Rpt	BCC ES

ATTEST:
Crystal K. Kinzel, Clerk of Courts
& Comptroller

By:_____

Dated: _____
(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By:_____
Chris Hall, Chairman

Approved as to form and legality:

By: _____
Scott R. Teach
Deputy County Attorney

Rain Delays Backup

Martha Hartsfield

From: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Sent: Thursday, September 26, 2024 10:20 AM
To: rmacphee@haskinsinc.net
Cc: Justin Frederiksen; scott.sikorski@stantec.com; gcollier@haskinsinc.net; belwell@haskinsinc.net; Perez-Rivera, Miguel
Subject: RE: Palm River Saturday work

Hi Ryan,

The rain day is granted. Also, you can work on Saturday.

Thank you,

Diana Dueri PMP
Project Manager III
Public Utilities Engineering & Project Management

Office:239-252-4218
Mobile:239-601-1290

Diana.Dueri@colliercountyfl.gov

Collier County

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Thursday, September 26, 2024 10:03 AM
To: Diana Dueri <Diana.Dueri@colliercountyfl.gov>; Justin Frederiksen <JFrederiksen@gradyminor.com>; 'scott.sikorski@stantec.com' <scott.sikorski@stantec.com>; Greg Collier <gcollier@haskinsinc.net>; Ben Elwell <belwell@haskinsinc.net>
Subject: Palm River Saturday work

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good morning,
Haskins would like to request a rain day for today. We would also like to work this Saturday
Please confirm we can work Saturday.

Thank you,
Ryan MacPhee

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Rain Delays
Backup

Justin Frederiksen

From: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Sent: Friday, November 15, 2024 9:46 AM
To: rmacphee@haskinsinc.net
Cc: Justin Frederiksen; scott.sikorski@stantec.com; Eddwie Perez; gcollier@haskinsinc.net; belwell@haskinsinc.net
Subject: RE: Palm River saturday work

Aproved.

Diana Dueri PMP
Project Manager III
Public Utilities Engineering & Project Management

Office:239-252-4218
Mobile:239-601-1290

Diana.Dueri@colliercountyfl.gov

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Monday, October 14, 2024 9:13 AM
To: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Cc: Justin Frederiksen <JFrederiksen@gradyminor.com>; 'scott.sikorski@stantec.com' <scott.sikorski@stantec.com>; Eddwie Perez <EPerez@gradyminor.com>; Greg Collier <gcollier@haskinsinc.net>; Ben Elwell <belwell@haskinsinc.net>; Ryan MacPhee <rmacphee@haskinsinc.net>
Subject: RE: Palm River saturday work

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Diana,
Due to hurricane Milton, Haskins has lost 10 critical path days.
We had to change or paving date from October 15th to the 25th.

Thank you,

Ryan MacPhee
Vice President
Haskins Inc.
10956 Enterprise Ave. Bonita Springs, FL
Tel. 239-947-1846
Fax. 239-947-3857
Cell. 239-253-7500
Web. Haskinsinc.net

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **9/18/2024**			
RPRs: **Scott Sikorski**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Wednesday**	Contract Day: **514**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **89°F**	AM Conditions: **Partly Cloudy / Rain**	PM Conditions: **Partly Cloudy**	N/A
LOW TEMP (F): **76°F**			

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (SS):

- Contractor on site to assist and supervise crews.
- Progress Meeting at 9:00 a.m.

Cypress Way East Phase 2

Cory's Crew (SS):

- **Station 25+50±:** Contractor excavated and compacted west driveway to approximately sub-base elevation, then placed, graded and compacted approximately 6-inches of limerock base Cypress Way East, at house #648 Cypress Way East.
- **Station 22+00± to Station 24+40±:** Contractor backfilled new sidewalk with native soil and finish graded area along sidewalk, between houses #633 and #639 Cypress Way East.

#3 - Subcontractor – Superior Interlocking Pavers:

Cypress Way East Phase 2

Jack's Crew (SS):

- **Station 30+00±:** Subcontractor completed replacing paver bricks for paver driveway restoration, at house #675 Cypress Way East. Subcontractor placed a cement border along the outside edge of replaced paver bricks. Restored paver driveway will be measured for payment.

#4- Subcontractor – Roque Lawn Maintenance:

Cypress Way East Phase 2

Javier's Crew (SS):

- **Station 23+50±, 24+50±:** Subcontractor restoring irrigation system in the south right-of-way along Cypress Way East at houses #636, #642 Cypress Way East.

Planned Activities for the week:

- Contractor anticipates driveway and irrigation system restoration on Cypress Way East Phase 2.

Water System

Remarks

#1 - Prime Contractor – Haskins:

- No water activity observed today.

Planned Activities for the week:

- No water activity anticipated.

Wastewater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Alfonso's Crews (SS):

- **Station 47+15±:** Contractor installed approximately 21-feet of 6-inch DR 18 PVC force main pipe and connected new and existing force mains, east of house #333 Cypress Way East. Contractor wedged a length of 4-inch x 4-inch wooden brace between the new 90 degree bend attached to the existing 6-inch ductile iron force main and a 6-inch tapped cap on the abandoned end of the existing 6-inch DI force main (approved by Grady Minor E.O.R.). Installed 6-inch DR 18 PVC force main pipe was measured for payment.

Ibis Way at Cypress Way East Phase 2

Alberto's Crews (SS):

- **Station 45+45±:** Contractor installed approximately 23-feet of 4-inch DR 14 and DR 18 PVC force main pipe and connected new and existing force mains, adjacent to vacant lot #406 Cypress Way East on Ibis Way. Contractor placed two pieces of 6-inch thick concrete thrust block against new horizontal 45 degree bend in lieu of restrained joint on existing approximately 16-feet of existing 4-inch PVC force main (approved by Grady Minor EO.R.). Installed 4-inch DR 18 PVC force main pipe was measured for payment.
- **Station 45+45±:** Contractor installed a force main air release valve on the existing 4-inch PVC force main at just east of the tie in point to connect new and existing force mains, at the northeast corner of Ibis Way at Cypress Way East. Force main ARV was measured for payment.

Cypress Way East Phase 2

Mario's Crew (SS):

- **Station 33+01±:** Contractor installed approximately 18-feet of 6-inch DR 18 PVC force main pipe and approximately 4-feet of 4-inch ductile iron force main spool pipe connected to pump station 103.06 discharge pipe manifold attached to approximately 2-feet of 4-inch DR 18 PVC force main pipe to connect new force main at pump station 103.06, adjacent to house #504 Eastwood Drive at Cypress Way East. Installed 4-inch DI and DR 18 PVC force main pipe and 6-inch DR 18 PVC force main pipe was measured for payment.

Unforeseen Conditions Backup

Martha Hartsfield

From: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Sent: Tuesday, November 5, 2024 12:38 PM
To: MLAGO@HASKINSINC.NET; rmacphee@haskinsinc.net
Cc: Eddwie Perez; Perez-Rivera, Miguel; gcollier@haskinsinc.net; belwell@haskinsinc.net; scott.sikorski@stantec.com; Justin Frederiksen
Subject: RE: Delays

It was approved and we will included in CO #3.

Thank you,

Diana Dueri PMP
Project Manager III
Public Utilities Engineering & Project Management

Office:239-252-4218
Mobile:239-601-1290

Diana.Dueri@colliercountyfl.gov

Collier County

From: Mabel Lago <mlago@haskinsinc.net>
Sent: Tuesday, November 05, 2024 12:34 PM
To: Ryan MacPhee <rmacphee@haskinsinc.net>; Diana Dueri <Diana.Dueri@colliercountyfl.gov>; Justin Frederiksen <JFrederiksen@gradyminor.com>
Cc: Eddwie Perez <EPerez@gradyminor.com>; Perez-Rivera, Miguel <Miguel.Perez@stantec.com>; Greg Collier <gcollier@haskinsinc.net>; Ben Elwell <belwell@haskinsinc.net>; scott.sikorski@stantec.com
Subject: Re: Delays

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good afternoon Team:

We are hereby requesting an additional day of work for the unforeseen force main (not in the plans) encountered and referenced below. Could you please review and advise what is needed on our behalf to move forward with this request?

Thank you in advance for your help with this matter.

Best regards,

Mabel Lago

CAO

Secretary

Haskins Inc.

10956 Enterprise Avenue

Bonita Springs, FL 34135

P: 239-947-1846

F: 239-947-3857

C: 786-356-7049

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Tuesday, October 22, 2024 11:07 AM
To: Diana Dueri <Diana.Dueri@colliercountyfl.gov>; Justin Frederiksen <JFrederiksen@gradyminor.com>
Cc: Eddwie Perez <EPerez@gradyminor.com>; Perez-Rivera, Miguel <Miguel.Perez@stantec.com>; Greg Collier <gcollier@haskinsinc.net>; Ben Elwell <belwell@haskinsinc.net>; scott.sikorski@stantec.com <scott.sikorski@stantec.com>; Mabel Lago <mlago@haskinsinc.net>
Subject: RE: Delays

Good morning Diana,

I just wanted to follow up on the email below. To be clear, Haskins is requesting 1 day be added to change order 3 for the unmarked force main encountered during the installation of stormwater pipe.

Thank you,

Ryan MacPhee

Vice President

Haskins Inc.

10956 Enterprise Ave. Bonita Springs, FL

Tel. 239-947-1846

Fax. 239-947-3857

Cell. 239-253-7500

Web. Haskinsinc.net

CAO

Unforeseen Conditions Backup

From: Ryan MacPhee
Sent: Thursday, September 12, 2024 1:36 PM
To: Diana Dueri <Diana.Dueri@colliercountyfl.gov>; Justin Frederiksen <JFrederiksen@gradyminor.com>
Cc: Eddwie Perez <EPerez@gradyminor.com>; Perez-Rivera, Miguel <Miguel.Perez@stantec.com>; Greg Collier <gcollier@haskinsinc.net>; Ben Elwell <belwell@haskinsinc.net>; scott.sikorski@stantec.com; Mabel Lago <mlago@haskinsinc.net>
Subject: FW: Delays

Diana,

While installing the pipe run from STR. 315 to 316 we came across an unmarked & unknow 4" pipe in direct conflict with the proposed drainage pipe.

We were unable to install the pipe and cannot move forward until the pipe is verified and we are instructed how to handle the conflict.

This conflict will result in loss time and wages.

Please acknowledge receipt of this email and advise how to proceed.

Thank you,

Ryan MacPhee

Vice President

Haskins Inc.

10956 Enterprise Ave. Bonita Springs, FL

Unforeseen Conditions Backup

Tel. 239-947-1846

Fax. 239-947-3857

Cell. 239-253-7500

Web. Haskinsinc.net

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Thursday, September 12, 2024 1:24 PM
To: Ryan MacPhee <rmacphee@haskinsinc.net>
Subject: Delays

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

WD #12

Collier County Engineering & Project Management Division
WORK DIRECTIVE CHANGE

CONTRACT # /PROJECT NAME:
#22-7992R Palm River PUR Areas 1 & 2

WORK DIRECTIVE # 12

PURCHASE ORDER #: 4500223134

DATE OF ISSUANCE: March 25, 2024

OWNER: Collier County Board of Commissioners

PROJECT#: 70257.4, 60234.5.1

CONTRACTOR: Haskins, Inc.

ENGINEER/DESIGN PROFESSIONAL: Q. Grady Minor & Associates, P.A.

You are directed to proceed promptly with the following change(s):

Description:
Installation of drainage basin bubble-up structures at 454, 448 and 430/436 Palm River Boulevard to accommodate the existing private property back/side-yard and/or roof drainage pipes that previously extended into the ROW.

Purpose of Work Directive Change:
To accommodate the existing private property back/side yard and/or roof drainage pipes that previously extended from private property into the ROW.

Reason/Justification:
During installation of the new drainage infrastructure, it was discovered that the existing back/side yard and/or roof drainage pipes at 454, 448 and 430/436 Palm River Boulevard extended into the ROW, which is not allowed per current Collier County standards. Haskins provided a time and material cost estimate to install drainage basin bubble-up structures at the private property drainage pipes on private property that will allow drainage to flow indirectly from private property into the ROW and ultimately to the County's stormwater system. This change is to add bubble up structures at 454, 448 and 430/436 Palm River Boulevard (four total bubble up structures).

Attachments: Contractor's quote

If a claim is made that the above change(s) have affected Contract/Allowance Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract/Allowance Price:
- ☐ Unit Prices
- ☐ Lump Sum
- ☒ Time & Material
- ☐ Other

Method of determining change in Contract Times:
- ☐ Contractor's records
- ☐ Engineer's record
- ☐ Other

Estimated increase or (decrease) in Allowance:
$15,035.94

Estimated change in Contract Time:
N/A

RECOMMENDED:

By: Allyson Holland, PE
Project Manager

AUTHORIZED:

By: Diana Dueri, PMP
Owner's Representative

3/25/2024

CAO

WD #12
Haskins Estimate

HASKINS INC.

10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
INVOICE #:	
INVOICE DATE:	3/22/2024
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Connect (4) Existing Roof Drain Pipes to Bubble up Basin on private property. (1) 6" HDPE at 454 PRB, (1) 4" HDPE at PBR, (2) 4" PVC at 430 & 436 PBR

P.O. #:	4500223134
COMMENCEMENT DATE:	
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	

EQUIPMENT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
45 TN EXCAVATOR		HR	$ 275.00	$ -
40 TN EXCAVATOR W/ HAMMER		HR	$ 280.00	$ -
25 TN EXCAVATOR		HR	$ 185.00	$ -
MIDI EXCAVATOR		HR	$ 140.00	$ -
MINI EXCAVATOR	30	HR	$ 130.00	$ 3,900.00
MINI EXCAVATOR W / HAMMER		HR	$ 150.00	$ -
RUBBER TIRE BACKHOE		HR	$ 110.00	$ -
20 TN LOADER		HR	$ 185.00	$ -
15 TN LOADER		HR	$ 150.00	$ -
6 TN LOADER		HR	$ 115.00	$ -
BOX BLADE		HR	$ 95.00	$ -
TRACK SKID STEER		HR	$ 95.00	$ -
15,000 LB DOZER		HR	$ 110.00	$ -
35,000 LB DOZER		HR	$ 130.00	$ -
MOTOR GRADER (SMALL)		HR	$ 110.00	$ -
MOTOR GRADER (LARGE)		HR	$ 125.00	$ -
PAVER (SMALL)		HR	$ 105.00	$ -
ASPHALT MILLING MACHINE		HR	$ 375.00	$ -
3 TON VIBRATORY ROLLER		HR	$ 45.00	$ -
6 TON VIBRATORY ROLLER		HR	$ 55.00	$ -
3-TON ASPHALT ROLLER		HR	$ 45.00	$ -
7-TON ASPHALT ROLLER		HR	$ 55.00	$ -
DUMP TRUCK		HR	$ 125.00	$ -
ROLL OFF TRUCK		HR	$ 135.00	$ -
LOWBOY TRACTOR		HR	$ 145.00	$ -
2 1/2 TON FLATBED		HR	$ 65.00	$ -
ROCK CRUSHER		HR	$ 290.00	$ -
SCREENER PLANT		HR	$ 270.00	$ -
SOIL STABILIZER		HR	$ 235.00	$ -
STREET SWEEPER		HR	$ 50.00	$ -
LIGHT PLANT		HR	$ 20.00	$ -
VACCUM TRUCK		HR	$ 200.00	$ -
VACCUM WAGON		HR	$ 85.00	$ -
PUMPER TRUCK		HR	$ 300.00	$ -
WATER TRUCK		HR	$ 125.00	$ -
MOT - BARRIER WALL (EA.)		HR	$ 3.00	$ -
MOT - BARRELL (EA.)		HR	$ 1.25	$ -
MOT - CONES (EA.)		HR	$ 0.50	$ -
MOT - SIGNS (EA.)		HR	$ 1.00	$ -
20CY DUMPSTER		HR	$ 25.00	$ -
3" HYDRAULIC PUMP		HR	$ 55.00	$ -
4" HYDRAULIC PUMP		HR	$ 65.00	$ -
6" HYDRAULIC PUMP		HR	$ 75.00	$ -
8" HYDRAULIC PUMP		HR	$ 85.00	$ -
10" HYDRAULIC PUMP		HR	$ 105.00	$ -
WELL DRILLIG RIG		HR	$ 225.00	$ -
WELL POINT SYSTEM		HR	$ 250.00	$ -
6" VACUUM PUMP		HR	$ 50.00	$ -
8" VACUUM PUMP		HR	$ 70.00	$ -
2" ELECTRIC PUMP		HR	$ 15.00	$ -
PLATE COMPACTOR		HR	$ 20.00	$ -
TRENCH BOX		HR	$ 40.00	$ -
PICK-UP TRUCK W/ TOOLS	30	HR	$ 25.00	$ 750.00
	EQUIPMENT SUBTOTAL:			$ 4,650.00

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MAN	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER	1	1	$ 110.00		$ 165.00	$ 110.00
SUPERINTENDENT	1	3	$ 90.00		$ 135.00	$ 270.00
FOREMAN	1	30	$ 75.00		$ 112.50	$ 2,250.00
EQUIPMENT OPERATOR	1	30	$ 70.00		$ 105.00	$ 2,100.00
LABORER	1	30	$ 45.00		$ 67.50	$ 1,350.00
FLAGGER			$ 45.00		$ 67.50	$ -
MECHANIC			$ 75.00		$ 112.50	$ -
PIPE LAYER	2	30	$ 65.00		$ 97.50	$ 3,900.00
WELDER			$ 225.00		$ 337.50	$ -
		LABOR SUBTOTAL:				$ 9,980.00

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
4" Pipe and bubble up basin	1	LS	$241.47	$ 241.47
8" pipe and bubble up basin	1	LS	$108.48	$ 108.48
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SubTotal			$ 349.95
	10%			$ 35.00
	Tax			$ 21.00
	Fuel Surcharge			$ -
	Freight			$ -
	TOTAL:			$ 405.94

SUBCONTRACTORS INCLUDING 10% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SubTotal			$ -
	10%			$ -
	Tax			$ -
	TOTAL:			$ -

TOTAL DUE: $15,035.94

FERGUSON WATERWORKS

FEL-NAPLES WATERWORKS #136
3801 PROSPECT AVE
NAPLES, FL 34104

Phone: 239-643-4970
Fax: 239-643-4945

Deliver To:
From: Joderek Adams
Comments:

WD #12
Haskins Estimate
Backup

FEL-NAPLES WATERWORKS #136
Price Quotation
Phone: 239-643-4970
Fax: 239-643-4945

Bid No: B322102
Bid Date: 03/22/24
Quoted By: JA

Cust Phone: 239-947-1846
Terms: 2% 10TH NET 25TH

Customer: HASKINS INC
10956 ENTERPRISE AVENUE
BONITA SPRINGS, FL 34135

Ship To: HASKINS INC
10956 ENTERPRISE AVENUE
BONITA SPRINGS, FL 34135

Cust PO#:

Job Name: PALM RIVER DRAINS

Item	Description	Quantity	Net Price	UM	Total
	4" CONNECTION				
N900	9 TPRD C/BASIN W/DBL OUT	3	29.640	EA	88.92
N990	9 GREE SQ GRATE	3	38.280	EA	114.84
NDS1243	3 - 4 UNIV LCK OUT ADPT	3	7.460	EA	22.38
N1206	UNIV PLUG F/ C/BASIN	3	5.110	EA	15.33
	SUBTOTAL				241.47
	8" CONNECTION				
N1200	12X12 C/BASIN W/2 OUT	1	41.870	EA	41.87
N1212	12X12 GREE GRATE F/ C/BASIN	1	45.790	EA	45.79
N1888	8 UNIV OUT ADPT	1	15.710	EA	15.71
N1206	UNIV PLUG F/ C/BASIN	1	5.110	EA	5.11
	SUBTOTAL				108.48

Net Total:	$349.95
Tax:	$21.00
Freight:	$0.00
Total:	$370.95

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=127&on=633

CAO

WD #12
Haskins Invoice

HASKINS INC.

10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
WD#	12
INVOICE DATE:	
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Bubble Grate

P.O. #:	
COMMENCEMENT DATE:	10/3/2024
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	10/4/2024
PROJECT NAME:	Palm River Public Utility Renewal

EQUIPMENT DESCRIPTION	UNIT	QTY	STND HRS	STND HRS UNIT PRICE	IDLE HRS	IDLE HRS UNIT PRICE	TOTAL
45 TN EXCAVATOR	HR			$ 275.00		$ 137.50	$ -
40 TN EXCAVATOR W/ HAMMER	HR			$ 280.00		$ 140.00	$ -
25 TN EXCAVATOR	HR			$ 185.00		$ 92.50	$ -
MIDI EXCAVATOR	HR			$ 140.00		$ 70.00	$ -
MINI EXCAVATOR	HR			$ 130.00		$ 65.00	$ -
MINI EXCAVATOR W / HAMMER	HR			$ 150.00		$ 75.00	$ -
RUBBER TIRE BACKHOE	HR			$ 110.00		$ 55.00	$ -
20 TN LOADER	HR	1	11.5	$ 185.00		$ 92.50	$ 2,127.50
15 TN LOADER	HR			$ 150.00		$ 75.00	$ -
6 TN LOADER	HR			$ 115.00		$ 57.50	$ -
BOX BLADE	HR			$ 95.00		$ 47.50	$ -
TRACK SKID STEER	HR			$ 95.00		$ 47.50	$ -
15,000 LB DOZER	HR			$ 110.00		$ 55.00	$ -
35,000 LB DOZER	HR			$ 130.00		$ 65.00	$ -
MOTOR GRADER (SMALL)	HR			$ 110.00		$ 55.00	$ -
MOTOR GRADER (LARGE)	HR			$ 125.00		$ 62.50	$ -
PAVER (SMALL)	HR			$ 105.00		$ 52.50	$ -
ASPHALT MILLING MACHINE	HR			$ 375.00		$ 187.50	$ -
3 TON VIBRATORY ROLLER	HR			$ 45.00		$ 22.50	$ -
6 TON VIBRATORY ROLLER	HR			$ 55.00		$ 27.50	$ -
3-TON ASPHALT ROLLER	HR			$ 45.00		$ 22.50	$ -
7-TON ASPHALT ROLLER	HR			$ 55.00		$ 27.50	$ -
DUMP TRUCK	HR			$ 125.00		$ 62.50	$ -
ROLL OFF TRUCK	HR			$ 135.00		$ 67.50	$ -
LOWBOY TRACTOR	HR			$ 145.00		$ 72.50	$ -
2 1/2 TON FLATBED	HR			$ 65.00		$ 32.50	$ -
ROCK CRUSHER	HR			$ 290.00		$ 145.00	$ -
SCREENER PLANT	HR			$ 270.00		$ 135.00	$ -
SOIL STABILIZER	HR			$ 235.00		$ 117.50	$ -
STREET SWEEPER	HR			$ 50.00		$ 25.00	$ -
LIGHT PLANT	HR			$ 20.00		$ 10.00	$ -
VACCUM TRUCK	HR			$ 200.00		$ 100.00	$ -
VACCUM WAGON	HR			$ 85.00		$ 42.50	$ -
PUMPER TRUCK	HR			$ 300.00		$ 150.00	$ -
WATER TRUCK	HR			$ 125.00		$ 62.50	$ -
MOT - BARRIER WALL (EA.)	HR			$ 3.00		$ 1.50	$ -
MOT - BARRELL (EA.)	HR			$ 1.25		$ 0.63	$ -
MOT - CONES (EA.)	HR			$ 0.50		$ 0.25	$ -
MOT - SIGNS (EA.)	HR			$ 1.00		$ 0.50	$ -
20CY DUMPSTER	EA			$ 475.00		$ 237.50	$ -
3" HYDRAULIC PUMP	HR			$ 55.00		$ 27.50	$ -
4" HYDRAULIC PUMP	HR			$ 65.00		$ 32.50	$ -
6" HYDRAULIC PUMP	HR			$ 75.00		$ 37.50	$ -
8" HYDRAULIC PUMP	HR			$ 85.00		$ 42.50	$ -
10" HYDRAULIC PUMP	HR			$ 105.00		$ 52.50	$ -
WELL DRILLING RIG	HR			$ 225.00		$ 112.50	$ -
WELL POINT SYSTEM	HR			$ 250.00		$ 125.00	$ -
6" VACUUM PUMP	HR			$ 50.00		$ 25.00	$ -
8" VACUUM PUMP	HR			$ 70.00		$ 35.00	$ -
2" ELECTRIC PUMP	HR			$ 15.00		$ 7.50	$ -
PLATE COMPACTOR	HR			$ 20.00		$ 10.00	$ -
TRENCH BOX	HR			$ 40.00		$ 20.00	$ -
PICK-UP TRUCK W/ TOOLS	HR	1	11.5	$ 25.00		$ 12.50	$ 287.50
						EQUIPMENT SUBTOTAL:	$ 2,415.00

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MAN	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER			$ 110.00		$ 165.00	$ -
SUPERINTENDENT			$ 90.00		$ 135.00	$ -
FOREMAN	1	11.5	$ 75.00		$ 112.50	$ 862.50
EQUIPMENT OPERATOR	1	11.5	$ 70.00		$ 105.00	$ 805.00
PIPE LAYER	1	11.5	$ 65.00		$ 97.50	$ 747.50
LABORER	1	11.5	$ 45.00		$ 67.50	$ 517.50
MECHANIC			$ 75.00		$ 112.50	$ -
WELDER			$ 225.00		$ 337.50	$ -
		LABOR SUBTOTAL:				$ 2,932.50

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Ferguson	1	LS	$27.57	$ 27.57
Ferguson	1	LS	$147.00	$ 147.00
Ferguson	1	LS	$197.19	$ 197.19
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ 371.76
10%				$ 37.18
Tax				$ 22.30
Fuel Surcharge				$ -
Freight				$ -
TOTAL:				$ 431.24

SUBCONTRACTORS INCLUDING 15% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ -
15%				$ -
Tax				$ -
TOTAL:				$ -

TOTAL DUE: $5,778.74

CAO

WD #12 Haskins Invoice Backup

FERGUSON®
WATERWORKS
17323 JEAN STREET
FT MYERS, FL 33967-9998

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1657213	$210.90	47354	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
PO BOX 100286
ATLANTA, GA 30384-0286

Please contact with Questions: 239-433-0555

MASTER ACCOUNT NUMBER: 188628

SHIP TO:

COUNTER PICK UP
3801 PROSPECT AVE
NAPLES, FL 34104

HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
136	136	FL2COL	PALM RIVER	082	PALM RIVER PUBLIC UTILITI	09/30/24	IO 91630

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4	4	P40S9P	4 PVC S40 SXS 90 ELL	22.620	EA	90.48
4	4	N13	4 GREE RND GRATE	4.950	EA	19.80
1	1	P40S9U	6 PVC S40 SXS 90 ELL	77.220	EA	77.22
1	1	N50	6 GREE RND GRATE	11.460	EA	11.46
			INVOICE SUB-TOTAL			**198.96**
			TAX	Collier		**11.94**

WE ONLY USED 1 OF EACH HIGHLIGHTED ITEM. MAKING THIS INVOICE TOTAL $27.57

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$210.90**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

WD #12 Haskins Invoice Backup

FERGUSON®
WATERWORKS
17323 JEAN STREET
FT MYERS, FL 33967-9998

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1657767	$553.96	47354	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
PO BOX 100286
ATLANTA, GA 30384-0286

Please contact with Questions: 239-433-0555

MASTER ACCOUNT NUMBER: 188628

SHIP TO:

COUNTER PICK UP
3801 PROSPECT AVE
NAPLES, FL 34104

HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
136	136	FL2COL	BEN	082	PALM RIVER PUBLIC UTILITI	10/03/24	IO 91656

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	N1882	18X18 BLK 1PC 2 HOLE C/BASIN	209.370	EA	209.37
1	1	N1812	18X18 GREE GRATE F/ C/BASIN	130.850	EA	130.85
1	1	N1889	8 OS UNIV OUT ADPT	27.220	EA	27.22
1	1	N1206	UNIV RJ LIG F/ C/BASIN	5.370	EA	5.37
20	20	P40BEPP20	4X20 FT PVC S40 BE PIPE	735.000	C	147.00
4	4	P40S9D	1/2 PVC S40 SXS 90 ELL	0.700	EA	2.80

ONLY USED WHAT IS HIGHLIGHTED
MAKING THIS INVOICE $147.00

INVOICE SUB-TOTAL		522.61
TAX	Collier	31.35

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX — ORIGINAL INVOICE — **TOTAL DUE** $553.96

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

WD #12 Haskins Invoice Backup

FERGUSON®
WATERWORKS
17323 JEAN STREET
FT MYERS, FL 33967-9998

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1657876	$209.02	47354	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
PO BOX 100286
ATLANTA, GA 30384-0286

Please contact with Questions: 239-433-0555

MASTER ACCOUNT NUMBER: 188628

SHIP TO:

COUNTER PICK UP
3801 PROSPECT AVE
NAPLES, FL 34104

HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

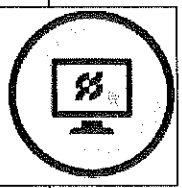
SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
136	136	FL2COL	3629	082	PALM RIVER PUBLIC UTILITI	10/04/24	IO 91664

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	A0899WT	8 WTITE 90 ELL	91.980	EA	91.98
1	1	SFG8108FGDADA	8 DI FLAT PIPE GRATE ADA COMPLIANT	105.210	EA	105.21
			INVOICE SUB-TOTAL			**197.19**
			TAX	Collier		11.83

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX — ORIGINAL INVOICE — **TOTAL DUE** $209.02

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

WD #12
Haskins Invoice
Backup

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION		
Contractor's Name: Haskins Inc.	Date: Thursday, October 3, 2024	
Project Description:	PO #:	450023134
Bubbler Grate		

Onsite Personnel						
Job Title	#	Worked From:	Worked Until:	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Project Manager						0
Superintendent						0
Foreman	1	7:00 AM	3:30 PM	8.5		8.5
Equipment Operator	1	7:00 AM	3:30 PM	8.5		8.5
Pipe Layer	1	7:00 AM	3:30 PM	8.5		8.5
Pipe Layer						0
Laborer	1	7:00 AM	3:30 PM	8.5		8.5
Laborer						0
Driver - Roll Off						0
Driver - Lowboy						0

Description Work Performed

Equipment on Site					
Description	#	Total Stand Hours per Equip	Total Idle Hours per Equip	Total Hours of Equipment On Site	Notes
Roll Off Truck				0	
Lowboy				0	
20 TN Loader	1	8.5		8.5	
Pick Up Truck w/ Tool	1	8.5		8.5	
				0	
				0	
				0	
				0	
				0	

Completed By: Ben Elwell, President

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION

Contractor's Name: Haskins Inc.	Date: Friday, October 4, 2024
Project Description:	PO #: 450023134
Bubbler Grate	

Onsite Personnel

Job Title	#	Worked From:	Worked Until:	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Project Manager						0
Superintendent						0
Foreman	1	7:00 AM	10:00 AM	3		3
Equipment Operator	1	7:00 AM	10:00 AM	3		3
Pipe Layer	1	7:00 AM	10:00 AM	3		3
Pipe Layer						0
Laborer	1	7:00 AM	10:00 AM	3		3
Laborer						0
Driver - Roll Off						0
Driver - Lowboy						0

Description Work Performed

Equipment on Site

Description	#	Total Stand Hours per Equip	Total Idle Hours per Equip	Total Hours of Equipment On Site	Notes
Roll Off Truck				0	
Lowboy				0	
20 TN Loader	1	3		3	
Pick Up Truck w/ Tool	1	3		3	
0				0	
0				0	
0				0	
0				0	
0				0	

Completed By: Ben Elwell, President

WD #12
Haskins Invoice
Backup

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANTITIES
PALM RIVER PUR
AREAS 1 AND 2

Public Utilities Renewal

Stantec

Date: **10/3/2024**			
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Thursday**	Contract Day: **529**	Total Days: **573/603**	

Estimated Work Performed (General)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Water)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Wastewater)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Stormwater System)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	WDC #12	***WDC #12*** **Station 7+50±:** Contractor worked on Work Directive Change #12, as Time and Materials, at house #448 Palm River Blvd. (south), to install bubbler grate on existing 4-inch PVC roof gutter and yard drainpipe on private property. Contractor excavated existing 4-inch Sch 40 PVC drainpipe on private property and installed approximately 2-feet of 4-inch Sch 40 PVC pipe, 4-inch Sch 40 90-degree bend, approximately 0.5-feet of 4-inch Sch 40 PVC pipe, and 4-inch bubbler grate on private property. **Station 5+37±:** Contractor worked on Work Directive Change #12, as Time and Materials, at house #430 Palm River Blvd., to install bubbler grate on existing 4-inch PVC roof gutter and yard drainpipe on private property. Contractor excavated existing 4-inch PVC drainpipe on private property and found existing pipe split on top and full of tree roots. Senior RPR contacted Grady Minor E.O.R. about issue. Grady Minor E.O.R. stated not to install bubble up structure due to split pipe and not being able to connect to it. Contractor did not install bubble up structure. **Station 8+20±:** Contractor worked on Work Directive Change #12, as Time and Materials, at house #454 Palm River Blvd. (south), to install bubbler grate on existing 8-inch HDPE roof gutter drainpipe on private property. Contractor excavated existing 8-inch HDPE drainpipe on private property and found 8-inch HDPE drainpipe.	-	T & M

		Contractor will need to remove two (2) Ficus bushes on private property to be able to regrade area, awaiting homeowner permission. Contractor did not install bubble up structure. -**Time:** 7:00 a.m. to 3:30 p.m. = 8.5 hours. -**Manpower:** One (1) foreman, one (1) operator, one (1) pipe layer, one (1) laborer. -**Equipment:** One (1) crew truck, one (1) front end loader. -**Materials:** One (1) 4-inch Sch 40 90-degree bend, one (1) 4-inch grate, approximately 2.5-feet of 4-inch Sch 40 PVC pipe (installed at house #448).		

Inspector Signature	Contractor Signature	Date
Scott Sikorski, Senior RPR		10-03-2024

WD #12
Haskins Invoice
Backup

Collier County
Public Utilities Department
Growth Management Department

DAILY CONSTRUCTION QUANTITIES
PALM RIVER PUR
AREAS 1 AND 2

Public Utilities Renewal

Stantec

Date: **10/4/2024**			
Inspector: **Scott Sikorski**	Stantec PIN: **177311742**		
Day of Week: **Friday**	Contract Day: **530**	Total Days: **573/603**	

Estimated Work Performed (General)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	1.10	**Station's 4+00±, 4+60±:** Contractor superintendent and Senior RPR measured for payment removed and restored concrete driveways along Eastwood Drive at houses #562 (south removed = 38.02 SY), #562 (north removed =36.95 SY) Cypress Way East. **Station's 37+90±, 37+30±, 39+90±, 43+30±, 44+10±, 45+90±:** Contractor superintendent and Senior RPR measured for payment removed and restored concrete driveways along Cypress Way East at houses #465 (south removed = 55.01 SY), #462 (north removed = 55.18 SY), #449 (south removed = 50.41 SY), #414 (north removed = 35.64 SY), #409 (south removed = 39.09 SY), #401 (south removed = 43.97 SY) Cypress Way East.	354.27	SY
1	1.11	**Station's 30+60±, 34+00±:** Contractor superintendent and Senior RPR measured for payment removed and restored paver driveways along Cypress Way East at houses #680 (removed = 39.97 SY), #489 (north removed = 32.53 SY) Cypress Way East.	72.5	SY
1	1.12 i	**Station's 4+00±, 4+60±:** Contractor superintendent and Senior RPR measured for payment removed and restored concrete driveways along Eastwood Drive at houses #562 (south replaced = 38.02 SY), #562 (north replaced = 36.95 SY) Cypress Way East. **Station's 37+90±, 37+30±, 39+90±, 43+30±, 44+10±, 45+90±:** Contractor superintendent and Senior RPR measured for payment removed and restored concrete driveways along Cypress Way East at houses #465 (south replaced = 55.01 SY), #462 (north replaced = 55.18 SY), #449 (south replaced = 50.41 SY), #414 (north replaced = 35.64 SY), #409 (south replaced = 39.09 SY), #401 (south replaced = 43.97 SY) Cypress Way East.	354.27	SY
1	1.12 iii	**Station's 30+60±, 34+00±:** Contractor superintendent and Senior RPR measured for payment removed and restored paver driveways along Cypress Way East at houses #680 (replaced = 39.97 SY), #489 (north replaced = 32.53 SY) Cypress Way East.	72.5	SY

Estimated Work Performed (Water)

Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
-	-	-	-	-

Estimated Work Performed (Wastewater)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	3.17 i	**Station 47+31± to Station 47+00±:** Contractor superintendent and Senior RPR measured for payment new concrete valley gutter (35.7-LF) along the east side of Cypress Way East, east of houses #333 and #401 Cypress Way East. **Station 44+40± to Station 45+70±:** Contractor superintendent and Senior RPR measured for payment new concrete valley gutter along the east side of Cypress Way East and north side of Ibis Way (105.0-LF), adjacent to vacant lot #406 Cypress Way East. **Station 45+90±:** Contractor superintendent and Senior RPR measured for payment new concrete valley gutter along the south side of Ibis Way (47.8-LF), east of house #401 Cypress Way East.	188.5	LF
1	3.17 ii	**Station 47+00± to Station 45+93±:** Contractor superintendent and Senior RPR measured for payment new concrete F curb (79.4-LF) along the east side of Cypress Way East, east of houses #333 and #401 Cypress Way East.	79.4	LF

Estimated Work Performed (Stormwater System)				
Contr/ Sub #	Pay Item Code	Description / Location	Completed Qty.	Completed Units
1	WDC #12	*WDC #12* **Station 8+20±:** Contractor worked on Work Directive Change #12, as Time and Materials, at house #454 Palm River Blvd. (south), to install bubbler grate on existing 8-inch HDPE roof gutter drainpipe on private property. Contractor excavated existing 8-inch HDPE drainpipe on private property and found 8-inch HDPE drainpipe. Contractor installed an 8-inch 90 degree bend, approximately 0.5-feet of 8-inch HDPE drainpipe and grate for bubble up structure. Contractor regraded area to drain toward new inline drain. o Time: 7:00 a.m. to 10:00 a.m. = 3.0 hours. o Manpower: One (1) foreman, one (1) operator, one (1) pipe layer, one (1) laborer. o Equipment: One (1) crew truck, one (1) front end loader. o Materials: One (1) 8-inch 90-degree bend, one (1) 8-inch grate, approximately 0.5-feet of 8-inch HDPE pipe (installed at house #454).	-	T & M

Inspector Signature	Contractor Signature	Date
Scott Sikorski, Senior RPR		10-04-2024

WD #12
Backup

Justin Frederiksen

From: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Sent: Friday, November 15, 2024 9:39 AM
To: rmacphee@haskinsinc.net; Justin Frederiksen
Cc: MLAGO@HASKINSINC.NET; Eddwie Perez; Martha Hartsfield
Subject: RE: WD # 12

Approved.

Thank you,

Diana Dueri PMP
Project Manager III
Public Utilities Engineering & Project Management

Office:239-252-4218
Mobile:239-601-1290

Diana.Dueri@colliercountyfl.gov

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Monday, November 11, 2024 1:54 PM
To: Justin Frederiksen <JFrederiksen@gradyminor.com>
Cc: MLAGO@HASKINSINC.NET; Diana Dueri <Diana.Dueri@colliercountyfl.gov>; Eddwie Perez <EPerez@gradyminor.com>; Martha Hartsfield <mhartsfield@gradyminor.com>
Subject: FW: WD # 12

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Haskins would like to request 1 day be added to the contract time the work completed under WD # 12.

Thank you,

Ryan MacPhee
Vice President
Haskins Inc.
10956 Enterprise Ave. Bonita Springs, FL
Tel. 239-947-1846
Fax. 239-947-3857
Cell. 239-253-7500
Web. Haskinsinc.net

WD #13

Collier County Engineering & Project Management Division
WORK DIRECTIVE CHANGE

CONTRACT # /PROJECT NAME:
#22-7992R Palm River PUR Areas 1 & 2

WORK DIRECTIVE # 13

PURCHASE ORDER #: 4500223134

DATE OF ISSUANCE: June 13, 2024

OWNER: Collier County Board of Commissioners

PROJECT#: 70257.4, 60234.5.1

CONTRACTOR: Haskins, Inc.

ENGINEER/DESIGN PROFESSIONAL: Q. Grady Minor & Associates, P.A.

You are directed to proceed promptly with the following change(s):

Description:
Installation of drainage basin bubble-up structures at 618 Cypress Way East to accommodate the existing private property back/side-yard and/or roof drainage pipes that previously extended into the ROW.

Purpose of Work Directive Change:
To accommodate for an existing private property back/side yard and/or roof drainage pipes that previously extended from private property at 618 Cypress Way East into the ROW. This includes investigating the existing private property drainage pipes, which may include televising.

Reason/Justification:
During installation of the new drainage infrastructure, it was discovered that the existing back/side yard and/or roof drainage pipe at 618 Cypress Way East extended into the ROW, which is not allowed per current Collier County standards. This change is to allow the investigation of the existing private property drainage pipes and to add a bubble up structure at 618 Cypress Way East. This was an unforeseen condition and requires immediate attention to avoid potential flooding on private property.

Attachments:

If a claim is made that the above change(s) have affected Contract/Allowance Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract/Allowance Price:
- ☐ Unit Prices
- ☐ Lump Sum
- ☒ Time & Material
- ☐ Other

Method of determining change in Contract Times:
- ☐ Contractor's records
- ☐ Engineer's record
- ☐ Other

Estimated increase or (decrease) in Allowance:
$TBD

Estimated change in Contract Time:
TBD

RECOMMENDED:

By: Justin Frederiksen, PE
Project Manager

AUTHORIZED:

BullertBenjamin Digitally signed by BullertBenjamin DN: E=Benjamin.Bullert@colliercountyfl.gov, CN=BullertBenjamin, OU=General, OU=PPM User Accounts, OU=PUD Planning and Project Management, OU=PUD, OU=Divisions, DC=bcc, DC=colliergov, DC=net Date: 2024.06.13 16:35:34-04'00'

Benjamin Bullert - Supervisor - Project Management for
By: Diana Dueri, PMP
Owner's Representative

HASKINS INC.

10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
INVOICE #:	
INVOICE DATE:	06/13/2024
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Connect Existing 12" Roof Drain Pipe to Bubble up Basin on private property

P.O. #:	4500223134
COMMENCEMENT DATE:	
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	

EQUIPMENT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
45 TN EXCAVATOR		HR	$ 275.00	$ -
40 TN EXCAVATOR W/ HAMMER		HR	$ 280.00	$ -
25 TN EXCAVATOR		HR	$ 185.00	$ -
MIDI EXCAVATOR		HR	$ 140.00	$ -
MINI EXCAVATOR	10	HR	$ 130.00	$ 1,300.00
MINI EXCAVATOR W / HAMMER		HR	$ 150.00	$ -
RUBBER TIRE BACKHOE		HR	$ 110.00	$ -
20 TN LOADER		HR	$ 185.00	$ -
15 TN LOADER		HR	$ 150.00	$ -
6 TN LOADER		HR	$ 115.00	$ -
BOX BLADE		HR	$ 95.00	$ -
TRACK SKID STEER		HR	$ 95.00	$ -
15,000 LB DOZER		HR	$ 110.00	$ -
36,000 LB DOZER		HR	$ 130.00	$ -
MOTOR GRADER (SMALL)		HR	$ 110.00	$ -
MOTOR GRADER (LARGE)		HR	$ 125.00	$ -
PAVER (SMALL)		HR	$ 105.00	$ -
ASPHALT MILLING MACHINE		HR	$ 375.00	$ -
3 TON VIBRATORY ROLLER		HR	$ 45.00	$ -
6 TON VIBRATORY ROLLER		HR	$ 55.00	$ -
3-TON ASPHALT ROLLER		HR	$ 45.00	$ -
7-TON ASPHALT ROLLER		HR	$ 55.00	$ -
DUMP TRUCK		HR	$ 125.00	$ -
ROLL OFF TRUCK		HR	$ 135.00	$ -
LOWBOY TRACTOR		HR	$ 145.00	$ -
2 1/2 TON FLATBED		HR	$ 65.00	$ -
ROCK CRUSHER		HR	$ 290.00	$ -
SCREENER PLANT		HR	$ 270.00	$ -
SOIL STABILIZER		HR	$ 235.00	$ -
STREET SWEEPER		HR	$ 50.00	$ -
LIGHT PLANT		HR	$ 20.00	$ -
VACCUM TRUCK		HR	$ 200.00	$ -
VACCUM WAGON		HR	$ 85.00	$ -
PUMPER TRUCK		HR	$ 300.00	$ -
WATER TRUCK		HR	$ 125.00	$ -
MOT - BARRIER WALL (EA.)		HR	$ 3.00	$ -
MOT - BARRELL (EA.)		HR	$ 1.25	$ -
MOT - CONES (EA.)		HR	$ 0.50	$ -
MOT - SIGNS (EA.)		HR	$ 1.00	$ -
20CY DUMPSTER		HR	$ 25.00	$ -
3" HYDRAULIC PUMP		HR	$ 55.00	$ -
4" HYDRAULIC PUMP		HR	$ 65.00	$ -
6" HYDRAULIC PUMP		HR	$ 75.00	$ -
8" HYDRAULIC PUMP		HR	$ 85.00	$ -
10" HYDRAULIC PUMP		HR	$ 105.00	$ -
WELL DRILLIG RIG		HR	$ 225.00	$ -
WELL POINT SYSTEM		HR	$ 250.00	$ -
6" VACUUM PUMP		HR	$ 50.00	$ -
8" VACUUM PUMP		HR	$ 70.00	$ -
2" ELECTRIC PUMP	10	HR	$ 15.00	$ 150.00
PLATE COMPACTOR		HR	$ 20.00	$ -
TRENCH BOX		HR	$ 40.00	$ -
PICK-UP TRUCK W/ TOOLS	10	HR	$ 25.00	$ 250.00
	EQUIPMENT SUBTOTAL:			$ 1,700.00

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MA	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER			$ 110.00		$ 165.00	$ -
SUPERINTENDENT	1	4	$ 90.00		$ 135.00	$ 360.00
FOREMAN	1	10	$ 75.00		$ 112.50	$ 750.00
EQUIPMENT OPERATOR	1	10	$ 70.00		$ 105.00	$ 700.00
LABORER	1	10	$ 45.00		$ 67.50	$ 450.00
FLAGGER			$ 45.00		$ 67.50	$ -
MECHANIC			$ 75.00		$ 112.50	$ -
PIPE LAYER	2	10	$ 65.00		$ 97.50	$ 1,300.00
WELDER			$ 225.00		$ 337.50	$ -
		LABOR SUBTOTAL:				$ 3,560.00

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
12" Pipe and bubble up basin	$1.00	LS	$556.22	$ 556.22
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ 556.22
10%				$ 55.62
Tax				$ 33.37
Fuel Surcharge				$ -
Freight				$ -
TOTAL:				$ 645.22

SUBCONTRACTORS INCLUDING 10% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
Sod	$ 800.00	SF	$0.55	$ 440.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SubTotal				$ 440.00
10%				$ 44.00
Tax				$ -
TOTAL:				$ 484.00

TOTAL DUE: $6,389.22

FERGUSON WATERWORKS

FEL-NAPLES WATERWORKS #136
3801 PROSPECT AVE
NAPLES, FL 34104

Phone: 239-643-4970
Fax: 239-643-4945

Deliver To:
From: Joderek Adams
Comments:

WD #13
Haskins Estimate
Backup

FEL-NAPLES WATERWORKS #136
Price Quotation
Phone: 239-643-4970
Fax: 239-643-4945

Bid No: B319134
Bid Date: 01/10/24
Quoted By: JA

Cust Phone: 239-947-1846
Terms: NET 10TH PROX

Customer: HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

Ship To: HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

Cust PO#:

Job Name: PALM RIVER

Item	Description	Quantity	Net Price	UM	Total
	4" CONNECTION				
N900	9 TPRD C/BASIN W/DBL OUT	6	29.640	EA	177.84
N990	9 GREE SQ GRATE	6	38.280	EA	229.68
NDS1243	3 - 4 UNIV LCK OUT ADPT	6	7.460	EA	44.76
N1206	UNIV PLUG F/ C/BASIN	6	5.110	EA	30.66
	SUBTOTAL				482.94
	6" CONNECTION				
N1200	12X12 C/BASIN W/2 OUT	1	41.870	EA	41.87
N1212	12X12 GREE GRATE F/ C/BASIN	1	45.790	EA	45.79
N1266	6 UNIV OUT	1	8.510	EA	8.51
N1206	UNIV PLUG F/ C/BASIN	1	5.110	EA	5.11
	SUBTOTAL				101.28
	12" CONNECTION				
A1276WT	12X6 W/TITE RED	1	262.320	EA	262.32
A06650020IBDW	6X20 F2648 W/TITE SLD HDPE PIPE	20	4.440	FT	88.80
N2706AG	*NLA 6 UNIVERSAL INLINE DRN W/ GRAT	1	205.100	EA	205.10
	SUBTOTAL				556.22

Net Total:	$1140.44
Tax:	$68.44
Freight:	$0.00
Total:	$1208.88

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WD #13
Haskins Invoice

HASKINS INC.

10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

BILLED TO:	Collier County
WD#	13
INVOICE DATE:	11/11/2024
WORK ORDER #:	
DESCRIPTION OF WORK PERFORMED:	Bubble Grate @ 618 Cypress Way East

P.O. #:	
COMMENCEMENT DATE:	7/3/2024
DATE & TIME CALL REC'VD:	
COMPLETION DATE:	10/30/2024
PROJECT NAME:	Palm River Public Utility Renewal

EQUIPMENT DESCRIPTION	UNIT	QTY	STND HRS	STND HRS UNIT PRICE	IDLE HRS	IDLE HRS UNIT PRICE	TOTAL
45 TN EXCAVATOR	HR			$ 275.00		$ 137.50	$ -
40 TN EXCAVATOR W/ HAMMER	HR			$ 280.00		$ 140.00	$ -
25 TN EXCAVATOR	HR			$ 185.00		$ 92.50	$ -
MIDI EXCAVATOR	HR			$ 140.00		$ 70.00	$ -
MINI EXCAVATOR	HR			$ 130.00		$ 65.00	$ -
MINI EXCAVATOR W / HAMMER	HR			$ 150.00		$ 75.00	$ -
RUBBER TIRE BACKHOE	HR			$ 110.00		$ 55.00	$ -
20 TN LOADER	HR	1	0.75	$ 185.00		$ 92.50	$ 138.75
15 TN LOADER	HR			$ 150.00		$ 75.00	$ -
6 TN LOADER	HR			$ 115.00		$ 57.50	$ -
BOX BLADE	HR			$ 95.00		$ 47.50	$ -
TRACK SKID STEER	HR			$ 95.00		$ 47.50	$ -
15,000 LB DOZER	HR			$ 110.00		$ 55.00	$ -
35,000 LB DOZER	HR			$ 130.00		$ 65.00	$ -
MOTOR GRADER (SMALL)	HR			$ 110.00		$ 55.00	$ -
MOTOR GRADER (LARGE)	HR			$ 125.00		$ 62.50	$ -
PAVER (SMALL)	HR			$ 105.00		$ 52.50	$ -
ASPHALT MILLING MACHINE	HR			$ 375.00		$ 187.50	$ -
3 TON VIBRATORY ROLLER	HR			$ 45.00		$ 22.50	$ -
6 TON VIBRATORY ROLLER	HR			$ 55.00		$ 27.50	$ -
3-TON ASPHALT ROLLER	HR			$ 45.00		$ 22.50	$ -
7-TON ASPHALT ROLLER	HR			$ 55.00		$ 27.50	$ -
DUMP TRUCK	HR			$ 125.00		$ 62.50	$ -
ROLL OFF TRUCK	HR			$ 135.00		$ 67.50	$ -
LOWBOY TRACTOR	HR			$ 145.00		$ 72.50	$ -
2 1/2 TON FLATBED	HR			$ 65.00		$ 32.50	$ -
ROCK CRUSHER	HR			$ 290.00		$ 145.00	$ -
SCREENER PLANT	HR			$ 270.00		$ 135.00	$ -
SOIL STABILIZER	HR			$ 235.00		$ 117.50	$ -
STREET SWEEPER	HR			$ 50.00		$ 25.00	$ -
LIGHT PLANT	HR			$ 20.00		$ 10.00	$ -
VACCUM TRUCK	HR			$ 200.00		$ 100.00	$ -
VACCUM WAGON	HR			$ 85.00		$ 42.50	$ -
PUMPER TRUCK	HR			$ 300.00		$ 150.00	$ -
WATER TRUCK	HR			$ 125.00		$ 62.50	$ -
MOT - BARRIER WALL (EA.)	HR			$ 3.00		$ 1.50	$ -
MOT - BARRELL (EA.)	HR			$ 1.25		$ 0.63	$ -
MOT - CONES (EA.)	HR			$ 0.50		$ 0.25	$ -
MOT - SIGNS (EA.)	HR			$ 1.00		$ 0.50	$ -
20CY DUMPSTER	EA			$ 475.00		$ 237.50	$ -
3" HYDRAULIC PUMP	HR			$ 55.00		$ 27.50	$ -
4" HYDRAULIC PUMP	HR			$ 65.00		$ 32.50	$ -
6" HYDRAULIC PUMP	HR			$ 75.00		$ 37.50	$ -
8" HYDRAULIC PUMP	HR			$ 85.00		$ 42.50	$ -
10" HYDRAULIC PUMP	HR			$ 105.00		$ 52.50	$ -
WELL DRILLING RIG	HR			$ 225.00		$ 112.50	$ -
WELL POINT SYSTEM	HR			$ 250.00		$ 125.00	$ -
6" VACUUM PUMP	HR			$ 50.00		$ 25.00	$ -
8" VACUUM PUMP	HR			$ 70.00		$ 35.00	$ -
2" ELECTRIC PUMP	HR			$ 15.00		$ 7.50	$ -
PLATE COMPACTOR	HR			$ 20.00		$ 10.00	$ -
TRENCH BOX	HR			$ 40.00		$ 20.00	$ -
PICK-UP TRUCK W/ TOOLS	HR	1	5.75	$ 25.00		$ 12.50	$ 143.75
						EQUIPMENT SUBTOTAL:	$ 282.50

LABOR DESCRIPTION	NUMBER OF MEN	STANDARD HRS./MAN	STND HRS. UNIT PRICE	AFTER HRS OH/ MAN	AFTER HRS. UNIT PRICE	TOTAL
PROJECT MANAGER			$ 110.00		$ 165.00	$ -
SUPERINTENDENT			$ 90.00		$ 135.00	$ -
FOREMAN	1	5.75	$ 75.00		$ 112.50	$ 431.25
EQUIPMENT OPERATOR	1	0.75	$ 70.00		$ 105.00	$ 52.50
PIPE LAYER	1	5.75	$ 65.00		$ 97.50	$ 373.75
LABORER	1	17.25	$ 45.00		$ 67.50	$ 776.25
MECHANIC			$ 75.00		$ 112.50	$ -
WELDER			$ 225.00		$ 337.50	$ -
		LABOR SUBTOTAL:				$ 1,633.75

MATERIALS INCLUDING 10% MARK UP

MATERIALS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Ferguson	1	LS	$158.51	$ 158.51
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SubTotal			$ 158.51
	10%			$ 15.85
	Tax			$ 10.31
	Fuel Surcharge			$ -
	Freight			
	TOTAL:			$ 184.67

SUBCONTRACTORS INCLUDING 15% MARK UP

SUBCONTRACTORS	QUANTITY	UNIT	UNIT PRICE	TOTAL
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	SubTotal			$ -
	15%			$ -
	Tax			$ -
	TOTAL:			$ -

TOTAL DUE: $2,100.92

WD #13
Haskins Invoice
Backup

FERGUSON®
WATERWORKS
17323 JEAN STREET
FT MYERS, FL 33967-9998

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1646472	$168.82	47354	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-FT. MYERS WATERWORKS #127
PO BOX 100286
ATLANTA, GA 30384-0286

Please contact with Questions: 239-433-0555

MASTER ACCOUNT NUMBER: 188628

SHIP TO:

COUNTER PICK UP
17323 JEAN STREET
FT MYERS, FL 33967-9998

HASKINS INC
10956 ENTERPRISE AVENUE
PALM RIVER PUBLIC UTILITI
BONITA SPRINGS, FL 34135

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
127	127	FL2LEE	3629	082	PALM RIVER PUBLIC UTILITI	07/03/24	IO 91045

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	A0494WT	4 W/TITE 45 ELL	33.940	EA	67.88
1	0	A0413WT	4X4 WT 4X4 HDPE DU WALL COUP		EA	0.00
20	20	A04650020IBDW	4X20 F2648 W/TITE SLD HDPE PIPE	2.360	FT	47.20
1	1	A0499WT	4 W/TITE 90 ELL	33.940	EA	33.94
1	1	N13	4 GREE RND GRATE	4.950	EA	4.95
1	1	A0412AA	4 N12 HDPE SNAP COUP	4.540	EA	4.54
			INVOICE SUB-TOTAL			158.51
			TAX	Lee		10.31

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** $168.82

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION	
Contractor's Name: Haskins Inc.	Date: Wednesday, July 3, 2024
Project Description:	PO #: 450023134
Buble Up Structure @ 618 Cypress Way East	

Onsite Personnel

Job Title	#	Worked From:	Worked Until:	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Project Manager						0
Superintendent						0
Foreman	1	7:00 AM	2:00:00 PM (less 30 min lunch and waiting time)	5		5
Equipment Operator						0
Pipe Layer	1	7:00 AM	2:00:00 PM (less 30 min lunch and waiting time)	5		5
Pipe Layer						0
Laborer	3	7:00 AM	2:00:00 PM (less 30 min lunch and waiting time)	5		15
Laborer						0
Driver - Roll Off						0
Driver - Lowboy						0

Description Work Performed

Equipment on Site

Description	#	Total Stand Hours per Equip	Total Idle Hours per Equip	Total Hours of Equipment On Site	Notes
Roll Off Truck				0	
Lowboy				0	
20 TN Loader					
Pick Up Truck w/ Tool	1	5.00		5	
0				0	
0				0	
0				0	
0				0	
0				0	

Completed By: Ben Elwell, President

WD #13
Haskins Invoice
Backup

HASKINS INC.
10956 Enterprise Avenue • Bonita Springs, FL 34135 PH. (239) 947-1846 FAX (239) 947-3857

DAILY REPORT OF CONSTRUCTION

Contractor's Name: Haskins Inc.	Date: Wednesday, October 30, 2024
Project Description:	PO #: 450023134
Buble Up Structure @ 618 Cypress Way East	

Onsite Personnel

Job Title	#	Worked From:	Worked Until:	Total Hours from 7 AM to 4 PM (only weekdays)	Total Hrs from 4 PM to 7AM (plus weekends & Holidays)	Total Hours
Project Manager						0
Superintendent						0
Foreman	1	1:15 PM	2:00 PM	0.75		0.75
Equipment Operator	1	1:15 PM	2:00 PM	0.75		0.75
Pipe Layer	1	1:15 PM	2:00 PM	0.75		0.75
Pipe Layer						0
Laborer	3	1:15 PM	2:00 PM	0.75		2.25
Laborer						0
Driver - Roll Off						0
Driver - Lowboy						0

Description Work Performed

Equipment on Site

Description	#	Total Stand Hours per Equip	Total Idle Hours per Equip	Total Hours of Equipment On Site	Notes
Roll Off Truck				0	
Lowboy				0	
20 TN Loader	1	0.75		0.75	
Pick Up Truck w/ Tool	1	0.75		0.75	
0				0	
0				0	
0				0	
0				0	
0				0	

Completed By: Ben Elwell, President

WD #13
Haskins Invoice
Backup

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **7/3/2024**			
RPRs: **Scott Sikorski**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Wednesday**	Contract Day: **441**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **94°F**	AM Conditions: **Partly Cloudy**	PM Conditions: **Partly Cloudy / Rain**	N/A
LOW TEMP (F): **77°F**			

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (SS):

- Contractor on site to assist and supervise crews.

Pompano Drive Phase 2

Cory's Crew (SS):

- **Station 5+00± to Station 2+10±:** Contractor graded the south right-of way along Pompano Drive, between houses #640 and #524 Pompano Drive.
- **Station 4+00± to Station 2+20±:** Contractor graded the north right-of way along Pompano Drive, between houses #633 and #527 Pompano Drive.

#3 - Subcontractor – Superior Interlocking Pavers:

Pompano Drive Phase 2

Jack's Crew (SS):

- **Station 2+00±:** Subcontractor continued restoring paver driveway to house #524 Pompano Drive. Subcontractor placed coarse sand base on limerock base. Subcontractor began replacing driveway paver bricks. Paver driveway will be measured for payment when completed.

#4 - Subcontractor – Surface Worx:

Pompano Drive Phase 2

Primo's Crew (SS):

- **Station 3+20±, 5+50±:** Subcontractor continued restoring decorative driveway to houses #551 and #645 Pompano Drive. Subcontractor pressure washed new concrete and existing decorative portion of driveway. Subcontractor applied intermediate coating on driveway, then hand etched design. Decorative coating /finishes will be measured for payment when completed.

Planned Activities for the week:

- Contractor anticipates driveway restoration on Pompano Drive Phase 2.

Water System

Remarks

#1 - Prime Contractor – Haskins:

- No water activity observed today.

Planned Activities for the week:

- No water activity anticipated.

Wastewater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Jamie's Crew (SS):

- **Station 23+15± to Station 20+79±:** Contractor installed approximately 236-feet of 4-inch DR-18 PVC force main along the south right-of-way along Cypress Way East, between houses #636 and #624 Cypress Way East. Installed 4-inch force main was measured for payment.
- **Station 23+15± to Station 20+79±:** Contractor installed approximately 236-feet of 2-inch SDR-13.5 HDPE fiber optic conduit along the south right-of-way of Cypress Way East, between houses #636 and #624 Cypress Way East. Installed 2-inch fiber optic conduit was measured for payment.

Planned Activities for the week:

- Contractor anticipates installing force main and fiber optic conduit in Phase 2.
- Contractor anticipates installing sanitary sewer main along Cypress Way East Phase 2.

Stormwater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Alberto's Crew (SS):

- **Station 29+80± to Station 32+71±:** Contractor removed existing valley gutter and existing stormwater pipes along the north right-of-way on Cypress Way East, between houses #675 Cypress Way East and #511 Pompano Drive on Cypress Way East.

Cypress Way East Phase 2

Mario's/Alfonso's Crew (SS):

WDC #13

- **Station 19+90±:** Contractor worked on work change directive WCD #13. Contractor installed a 4-inch bubble up structure on private property, on the end of private property backyard HDPE drainpipe, at house #618 Cypress Way East. Contractor regraded right-of-way and adjusted sanitary sewer service cleanout concrete collars. Work was measured for payment as Time and Materials.
  - Time: 7:00 a.m. to 2:00 a.m. (less time waiting on materials and lunch) = 5 hours.
  - Manpower: One (1) foreman, one (1) operator, three (3) laborers.

- Equipment: One (1) Crew truck.
- Materials: Two (2) 4-inch 45 degree bends, one (1) 4-inch x 4-inch coupler, 4-inch x 9-foot length of HDPE drainpipe, one (1) 4-inch 90 degree bend, one (1) 4-inch bubble up structure, one (1) 4-inch round grate, #57 stone, Mirafi filter fabric.

Planned Activities for the week:

- No stormwater activity anticipated.

Dust Control Activity During the Day					
Location	**Time**	**Time**	**Time**	**Time**	**Time**
Pompano Drive	Light Rain at 4:05 p.m.	Light Rain at 5:00 p.m.			
Cypress Way East	Light Rain at 4:05 p.m.	Light Rain at 5:00 p.m.			

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1	Prime: **Haskins**	Superintendent	**1**	**10.5**	Field Supervisor	**4**	**10.5**	Pipe Layer	**2**	**10.5**
		Operator	**3**	**10.5**	Laborer	**15**	**10.5**	Truck Driver	**2**	**9.5**
2	Sub / Utility: **YPC**	Technician	**0**	**0**						
3	Sub / Utility: **Superior Interlocking Pavers**	Field Supervisor	**1**	**8**	Laborer	**4**	**8**			
4	Sub / Utility: **Surface Worx**	Field Supervisor	**1**	**7**	Laborer	**1**	**7**			

Contractor(s) Equipment (Active or Idle)					
Cont/ Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	-	**Front End Loader**	**3**	**3**	**10.5**
1	-	**Track Hoe**	**5**	**4**	**10.5**
1	-	**Crew Truck**	**4**	**4**	**10.5**
1	-	**Dump Truck**	**2**	**2**	**9.5**
1	-	**Water Truck**	**1**	**0**	**0**
2	-	**Crew Truck**	**0**	**0**	**0**
3	-	**Crew Truck**	**1**	**1**	**8**
4	-	**Crew Truck**	**1**	**1**	**7**

Visitors			
Name	Company	Hours at Job Site	
		From:	To:

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **10/30/2024**			
RPRs: **Scott Sikorski**	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Wednesday**	Contract Day: **556**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **87°F** LOW TEMP (F): **71°F**	AM Conditions: **Clear**	PM Conditions: **Partly Cloudy**	N/A

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (SS):

- Contractor on site to assist and supervise crews.
- Progress Meeting at 9:00 a.m.
- Contractor removed native soil and tree root spoil piles along Cypress Way East and Eastwood Drive.

Cypress Way East Phase 2

Deon (SS):

- **Station 35+20±:** Contractor superintendent and Senior RPR measured for payment removed and replaced north paver brick driveway at house #481 Cypress Way East (removed = 30.62 SY, replaced = 30.62 SY).

Pompano Drive Phase 2

Deon (SS):

- **Station 13+10±:** Contractor superintendent and Senior RPR measured for payment removed and replaced paver brick driveway at house #693 Pompano Drive (additional removed = 8.07 SY, replaced = 35.54 SY).

Cypress Way East Phase 2

Deon (SS):

- **Station 32+90± to Station 47+31±:** Contractor superintendent and Senior RPR measured for payment removed and replaced concrete sidewalk along the east side of Cypress Way East, between houses #494 Cypress Way East and east of house #333 Cypress Way East (6-feet wide x 1041 LF = 694.07 SY).

Cypress Way East Phase 2

Cory's Crew (SS):

- **Station 41+30±, 42+00±:** Contractor finish graded north and south driveways at subgrade elevation, for concrete driveway restoration, at house #433 Cypress Way East.

- **Station 28+30±:** Contractor excavated and compacted east driveway to approximately sub-base elevation, then placed graded and compacted approximately 6-inches of limerock base on sub-base, for paver driveway restoration, at house #668 Cypress Way East.
- **Station 36+00±:** Contractor excavated and compacted south driveway to approximately sub-base elevation, then placed graded and compacted approximately 6-inches of limerock base on sub-base, for paver driveway restoration, at house #681 Cypress Way East.

Cypress Way East Phase 2

Darrel's Crew (SS):

- **Station 37+70± to Station 47+31±:** Contractor worked on finish grading the east right-of-way, between sidewalk and valley gutter along Cypress Way East, between house #446 and east of house #333 Cypress Way East.
- **Station 45+50± to Station 44+10±:** Contractor worked on finish grading the west right-of-way, between along Cypress Way East, between house #401 and #409 Cypress Way East.

Palm River Blvd. Phase 1

Alberto's Crew (SS):

- **Station 8+29±, 6+50±:** Contractor placed Floratam sod at installed private property drainpipes in the right-of way and on private property, at the south side of house #454 and north side of house #436 Palm River Blvd.

Eastwood Drive Phase 2

Alberto's Crew (SS):

- **Station 0+50± to Station 0+10±:** Contractor worked on finish grading the east right-of-way, adjacent to existing pump station 103.06, adjacent to house #504 Eastwood Drive.

#2- Subcontractor – Curb King:

- No activity observed today.

#3 - Subcontractor – Superior Interlocking Pavers:

Cypress Way East Phase 2

Jack's Crew (SS):

- **Station 36+30±:** Subcontractor placed, graded and compacted coarse sand base on previously placed limerock base in north driveway, then began replacing paver bricks in driveway at house #473 Cypress Way East. Removed and replaced paver driveway will be measured for payment when completed.

#4 - Subcontractor – Roque Lawn Maintenance:

Eastwood Drive Phase 2

Javier's Crew (SS):

- **Stations 2+50±, 1+50±:** Subcontractor restored irrigation systems along the eastside of Eastwood Drive at houses #526, #518 Eastwood Drive.
    - Senior RPR observed subcontractor test restored irrigation system for coverage at house #518 Eastwood Drive.

#5 - Subcontractor – Surface Worx:

Eastwood Drive Phase 2

Primo's Crew (SS):

- **Station 2+20±:** Subcontractor applied concrete bonding agent, then applied top coating of cement coating on south driveway for decorative driveway restoration, at house #526 Eastwood Drive. Also, subcontractor applied color gray paint on new and existing portions of the decorative driveway. Decorative driveway will be measured for payment when completed.

Cypress Way East Phase 2

Primo's Crew (SS):

- **Stations 22+20±, 22+80±:** Subcontractor used water and sand blast system and began removing the previously applied color gray paint on existing portion of the decorative driveways at house #630 Cypress Way East. Decorative driveways will be measured for payment when completed.

#6 - Subcontractor – Affordable Sod and Trucking:

Pompano Drive Phase 2

Crew (SS):

- **Station 9+90± to Station 10+70±:** Subcontractor placed Floratam sod in the south right-of-way, at house #678 Pompano Drive.

Planned Activities for the week:

- Contractor anticipates driveway and irrigation system restoration on Cypress Way East and Eastwood Drive Phase 2.

Water System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Alberto's Crew (SS):

- **Station 33+19±:** Contractor placed concrete forms with approximate dimensions of 18-inches x 18-inches x 6-inches deep and placed hand mixed Quikrete high strength concrete mix, for water main gate valve box concrete collar, at the northeast corner of Cypress Way East at Eastwood Drive.
  - Contractor placed four (4) lengths of #3 reinforcement steel deformed bars in the concrete.

Planned Activities for the week:

- No water activity anticipated.

Wastewater System
Remarks

#1 - Prime Contractor – Haskins:
 	
Cypress Way East Phase 2
 	
Alberto's Crew (SS):
 	
• **Station 34+96±:** Contractor adjusted elevation of new manhole SMH-228 ring and cover to finish grade, adjacent to house #489 Cypress Way East.
  o Contractor used plastic riser rings to adjust elevation of ring and cover.
  o Contractor placed hand mixed Quikrete high strength concrete mix around manhole ring and cover.
 	
Planned Activities for the week:
 	
• No wastewater activity anticipated.

Stormwater System
Remarks

#1 - Prime Contractor – Haskins:
 	
Cypress Way East Phase 1
 	
Alberto's Crew (SS):
 	
• **Station 3+40±:** Contractor placed Floratam sod around inline drain S-102, between driveways at houses #503 and #509 Cypress Way East.
 	
Cypress Way East Phase 1
 	
Alberto's Crew (SS):
 	
WDC #13
 	
• **Station 19+90±:** Contractor worked on WDC #13, private property 4-inch HDPE drainpipe, at house #618 Cypress Way East. Work was measured for payment as Time and Materials. Contractor placed Floratam sod in the right-of-way at #618 and placed Bahia sod at #612 Cypress Way East, between the edge of pavement, between driveways and along new concrete sidewalk, on private property and in the south right-of-way.
  o Time: 1:15 p.m. to 2:00 p.m. = 0.75 hours
  o Manpower: One (1) Foreman, one (1) operator, one (1) pipe layer, three (3) laborers.
  o Equipment: One (1) front end loader, one (1) crew truck.
  o Materials: 189.64 square feet of Floratam sod, 48.48 square feet of Bahia sod.
 	
Planned Activities for the week:
 	
• No stormwater activity anticipated.

WD #13
Backup

Justin Frederiksen

From: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Sent: Friday, November 15, 2024 9:54 AM
To: MLAGO@HASKINSINC.NET; Justin Frederiksen; Eddwie Perez; Martha Hartsfield
Cc: Stephanie Hernandez; rmacphee@haskinsinc.net; belwell@haskinsinc.net
Subject: RE: PR Areas 1 & 2 WDs and CO #3

Approved.

Thankyou,

Diana Dueri PMP
Project Manager III
Public Utilities Engineering & Project Management

Office:239-252-4218
Mobile:239-601-1290

Diana.Dueri@colliercountyfl.gov

From: Mabel Lago <mlago@haskinsinc.net>
Sent: Monday, November 11, 2024 2:50 PM
To: Justin Frederiksen <JFrederiksen@gradyminor.com>; Eddwie Perez <EPerez@gradyminor.com>; Martha Hartsfield <mhartsfield@gradyminor.com>; Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Cc: Stephanie Hernandez <shernandez@haskinsinc.net>; Ryan MacPhee <rmacphee@haskinsinc.net>; Ben Elwell <belwell@haskinsinc.net>
Subject: Re: PR Areas 1 & 2 WDs and CO #3

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good afternoon:

Per Ryan's request, please see attached for your records.

Haskins would like to request 1 day to be added to the contract time for work completed under WD #13.

Thank you,

WD #14

Collier County Engineering & Project Management Division
WORK DIRECTIVE CHANGE

CONTRACT # /PROJECT NAME:
#22-7992R Palm River PUR Areas 1 & 2

WORK DIRECTIVE # 14

PURCHASE ORDER #: 4500223134

DATE OF ISSUANCE: June 25, 2024

OWNER: Collier County Board of Commissioners

PROJECT#: 70257.4, 60234.5.1

CONTRACTOR: Haskins, Inc.

ENGINEER/DESIGN PROFESSIONAL: Q. Grady Minor & Associates, P.A.

You are directed to proceed promptly with the following change(s):

Description:
Contractor shall remove the unidentified and unmarked perforated drainage pipe that was tested and found to contain asbestos.

Purpose of Work Directive Change:
The contractor located an unmarked and unidentified pipe while potholing on Cypress Way E in Area 2. The pipe material was tested and found to contain asbestos. Work directive #6 was issued on May 22, 2023, directing the Contractor to remove unmarked perforated drainage pipe containing asbestos and all the pipe removed as of June 24, 2024 will be included in CO #2. This work directive directs the Contractor to remove any additional perforated drainage pipe that contains asbestos as part of this Public Utilities Renewal Project.

Reason/Justification:
The unidentified pipe was tested and results came back positive for asbestos. Collier County has an Asbestos Removal Plan in place that details the safe work practices whenever asbestos containing material is disturbed. Although this pipe is not identified in the construction plans nor in any known County records, in accordance with Collier County's Asbestos Removal Plan, the pipe shall be removed with this Public Utilities Renewal Project at the contracted unit cost for removing asbestos pipe.
Attachments: N/A

If a claim is made that the above change(s) have affected Contract/Allowance Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract/Allowance Price:
- ☒ Unit Prices
- ☐ Lump Sum
- ☐ Time & Material
- ☐ Other

Method of determining change in Contract Times:
- ☒ Contractor's records
- ☐ Engineer's record
- ☐ Other

Estimated increase or decrease in Allowance:
TBD

Estimated change in Contract Time:
TBD

RECOMMENDED:
By: Justin Frederiksen, PE
Project Manager

AUTHORIZED:
By: Diana Dueri, PMP
Owner's Representative 6/25/2024

EXHIBIT A-1
BID SCHEDULE

Bid Schedule
22-7992R Palm River Public Utilities Renewal Project Areas 1 and 2

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	EST. QTY.	AMOUNT ($)
SECTION 1: GENERAL					
1.1	Mobilization/Demobilization (Max 10% of Total Bid, without Allowances)	LS	$444,000.00	1	$444,000.00
1.2	Maintenance of Traffic	LS	$700,000.00	1	$700,000.00
1.3	Project Sign	EA	$1,550.00	2	$3,100.00
1.4	Survey Layout & Record Drawings	LS	$115,000.00	1	$115,000.00
1.5	Pre-Construction Video & Photographs	LS	$4,600.00	1	$4,600.00
1.6	Post-Construction Video	LS	$2,300.00	1	$2,300.00
1.7	Clearing & Grubbing	LS	$69,885.00	1	$69,885.00
1.8	Vibratory Monitoring	LS	$34,500.00	1	$34,500.00
1.9	Remove, Dispose, and Replace Mailboxes	EA	$430.00	163	$70,090.00
1.10	Remove and Dispose Concrete, Asphalt, and Gravel Driveway	SY	$34.00	7,249	$246,466.00
1.11	Remove and Store Brick Paver Driveway	SY	$38.50	1,435	$55,247.50
1.12	Install Driveway				
	i Concrete	SY	$82.75	5,836	$482,923.00
	ii Asphalt	SY	$36.75	1,413	$51,927.75
	iii Brick Pavers	SY	$60.00	3,435	$206,100.00
1.13	Driveway Coatings and Finishes	SY	$138.00	790	$109,020.00
1.14	Remove, Dispose, and Replace Existing Sidewalk	SY	$101.00	600	$60,600.00
1.15	Temporary Sidewalk	SY	$82.75	600	$49,650.00
1.16	New Sidewalk	SY	$82.75	1,410	$116,677.50
1.17	Detectable Warnings	SF	$270.00	30	$8,100.00
1.18	Private Property Tree Removal	EA	$3,845.00	40	$110,700.00
1.19	Private Property Tree Replacement	EA	$3,075.00	40	$123,000.00
1.20	Vehicle Guard Post	EA	$1,670.00	8	$13,360.00
1.21	Owner Allowance at the direction and approval by Collier County Utilities Project Manager.*	T&M	$280,000.00	1	$280,000.00
			SECTION 1 (GENERAL) SUBTOTAL		$3,365,332.75

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	EST. QTY.	AMOUNT ($)
SECTION 2: WATER SYSTEM					
2.1	Water Main Pipelines				
	i 6-inch C900 DR18 PVC	LF	$88.00	7,944	$259,072.20
	ii 8-inch C900 DR18 PVC	LF	$116.00	5,317	$616,772.20
	iii 10-inch C900 DR18 PVC	LF	$147.00	2,412	$354,564.20
	iv 10-inch CL350 DIP	LF	$190.00	105	$19,950.20
2.2	Water Main West of Area 1	LS	$49,000.00	1	$49,000.20
2.3	Gate Valves				
	i 6-inch Gate Valve	EA	$2,630.00	11	$28,930.20
	ii 8-inch Gate Valve	EA	$3,575.00	20	$71,500.20
	iii 10-inch Gate Valve	EA	$5,355.00	11	$58,905.20
2.4	Fire Hydrant Assemblies	EA	$8,885.00	20	$177,700.20
2.5	Water Services				
	i Short Single Service	EA	$3,450.00	14	$48,300.20
	ii Short Double Service	EA	$3,930.00	28	$54,040.20
	iii Long Single Service	EA	$2,200.00	40	$88,000.20
	iv Long Double Service	EA	$2,955.00	23	$67,965.20
2.6	Water Meters, Meter Boxes, and Backflow Devices				
	i New Meter Box and Backflow (Existing Meter Location to Remain)	EA	$975.00	116	$113,100.20
	ii New Meter Box and Backflow (Relocate Existing Meter	EA	$1,100.00	48	$52,800.20
2.7	Connection to Existing Water Main				
	i Saddlebrook Lane 8-inch PVC WM - included with Item No. 2.1				
	ii Palm River Boulevard 8-inch AC WM	EA	$8,440.00	1	$8,440.00
	iii Cypress Way East 8-inch AC WM	EA	$9,200.00	1	$9,200.00
	iv Cypress Way East 8-inch PVC WM	EA	$6,625.00	1	$6,625.00
	v Imperial Golf Estates 6-inch PVC WM	EA	$6,445.00	1	$6,445.00
	vi Cypress Way East 8-inch AC WM	EA	$9,315.00	1	$9,315.00
	vii Ibis Way 8-inch PVC WM	EA	$7,360.00	1	$7,360.00
2.8	Permanent Bacteriological Sample Points	EA	$3,075.00	3	$9,225.00
2.9	Air Release Valves	EA	$2,360.00	13	$30,680.00
2.10	Conflict Avoidance (Deflection)	EA	$5,475.00	11	$60,225.00
2.11	Temporary Connection to Existing Water Main	EA	$1,525.00	6	$9,150.00
2.12	Removal and Disposal of Asbestos Concrete Water Main	LF	$44.00	9,725	$427,900.00
2.13	Grout Abandonment of Existing Water Main	CY	$33.00	125	$4,125.00
2.14	Owner Allowance at the direction and approval by Collier County Utilities Project Manager.*	T&M	$200,000.00	1	$200,000.00
			SECTION 2 (WATER SYSTEM) SUBTOTAL		$2,850,228.00

CAO

WD #14
Backup

Heavy Utility Construction — *Serving S.W. Florida for over 30 years*

Haskins Inc.

10956 Enterprise Ave.
Bonita Springs, FL 34135
Ph. 239-947-1846
Fax. 239-947-3857

Water, Sewer — *Drainage , Excavation*

Date: 10/15/2024
Submitted To: Collier County

Bid Title:
Project Location:
Engineer:
Plan Date:

Contact:

Item	Description	Unit	Estimated Quantity	Unit Price	Total
	Palm River Public Utility Renewal				
	General				
G-1	Removal of 6" asbestos cement stormwater pipe	LF	444	$ 44.00	$ 19,536.00
					$ -
					$ -
					$ -
					$ -
					$ 19,536.00
					$ 19,536.00

Accepted:

By: _____ Haskins Inc. _____
Date: _____ Date: _____

WD #14
Backup

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **9/16/2024**			
RPRs: ~~Scott Sikorski~~	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Monday**	Contract Day: **512**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **91°F**	AM Conditions: **Partly Cloudy**	PM Conditions: **Partly Cloudy**	N/A
LOW TEMP (F): **78°F**			

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (SS):

- Contractor on site to assist and supervise crews.

Cypress Way East Phase 2

Cory's Crew (SS):

- **Station 23+30± to Station 28+30±:** Contractor excavated and compacted sidewalk to approximately subgrade elevation, then assisted subcontractor Curb King placing concrete for sidewalk, between houses #633 and #663 Cypress Way East.
- **Station 27+60±:** Contractor excavated and compacted west driveway to approximately sub-base elevation, for paver driveway restoration, at house #668 Cypress Way East.
- **Station 32+00± to Station 37+10±:** Contractor removed existing concrete sidewalk along the east side of Cypress Way East, between houses #494 and #462 Cypress Way East.

#2 - Subcontractor – Curb King:

Cypress Way East Phase 2

Jose's Crew (SS):

- **Station 22+30± to Station 28+30±:** Subcontractor placed approximately 6-inch tall concrete forms and placed concrete to fill in new sidewalk gaps, using Preferred mix design 3000 TRI FM4 3% 4" Fib Monofilament ½" 3.75#, for sidewalk along the north side of Cypress Way East, between houses #633 #663 Cypress Way East. New concrete sidewalk will be measured for payment.

#3 - Subcontractor – Superior Interlocking Pavers:

Cypress Way East Phase 2

Jack's Crew (SS):

- **Station 30+00±:** Subcontractor placed, graded and compacted coarse sand base, then began replacing paver bricks for paver driveway restoration, at house #675 Cypress Way East. Restored paver driveway will be measured for payment.

#4- Subcontractor – Roque Lawn Maintenance:

Cypress Way East Phase 2

Javier's Crew (SS):

- **Stations 31+50±, 31+50±, 32+20±:** Subcontractor restoring irrigation systems in the north right-of-way along Cypress Way East at houses #687, #686 Cypress Way East, #511 Eastwood Drive on Cypress Way East.

Planned Activities for the week:

- Contractor anticipates driveway and irrigation system restoration on Cypress Way East Phase 2.

Water System

Remarks

#1 - Prime Contractor – Haskins:

- No water activity observed today.

Planned Activities for the week:

- No water activity anticipated.

Wastewater System

Remarks

#1 - Prime Contractor – Haskins:

- No wastewater activity observed today.

#6 - Subcontractor – MG Electric:

- No activity observed today.

Planned Activities for the week:

- Contractor anticipates tying in force main along Cypress Way East Phase 2.
- Subcontractor anticipates startup on manhole pump station at existing SMH-101 Phase 1.

Stormwater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Alberto's Crew (SS):

- **Station 45+65± to Station 45+30±:** Contractor installed approximately 32-feet of 15-inch RCP stormwater pipe crossing Ibis Way, between new valley gutter inlet VGI S-512 and proposed valley gutter inlet VGI S-511, between east of house #401 Cypress Way East and vacant lot #406 Cypress Way East. Installed 15-inch RCP stormwater pipe was measured for payment.
  - Contractor used a 2-inch submersible pump to dewater excavation.
  - Contractor placed #57 stone bedding in the bottom of trench as needed prior to installing stormwater pipes.

Cypress Way East Phase 2

Matt's and Kevin's Crews (SS):

- **Station 33+30± to Station 44+20±:** Contractor removed existing valley gutter along the east side of Cypress Way East, between house #494 Cypress Way East and vacant lot #406 Cypress Way East. Contractor backfilled area with native soil.

Eastwood Drive Phase 2

Mario's Crew (SS):

- **Station 7+48± to Station 4+48±:** Contractor removed existing 6-inch asbestos-cement stormwater pipe along the east right-of-way, on Eastwood Drive, between houses #612 and #562 Eastwood Drive (300 LF). Removed 6-inch asbestos-cement stormwater pipe was measured for payment.
  - Contractor placed caution tape around excavation.
  - Contractor posted required "Danger" signage at excavation.
  - Contractor workers wore required PPE while removing asbestos-cement stormwater main.
  - Contractor wrapped removed asbestos-cement stormwater main in 8 mil LLDPE plastic sleeves.
  - Contractor placed a "Danger" label on 8 mil LLDPE plastic sleeves containing removed asbestos-cement stormwater main.
  - Contractor loaded wrapped asbestos-cement stormwater main in a lined dumpster and hauled from site to contractors' storage yard.

#7 - Subcontractor – ESH-CORE:

Eastwood Drive Phase 2

Eric (SS):

- **Station 7+48± to Station 4+48±:** Subcontractor performed competent person duties for contractor removing existing 6-inch asbestos-cement stormwater pipe along the east right-of-way, on Eastwood Drive, between houses #612 to #562 Eastwood Drive.
  - Subcontractor placed an air monitor on the exclusion zone.
  - Subcontractor placed an air monitor on one crew member while crew member removed asbestos cement stormwater pipes.

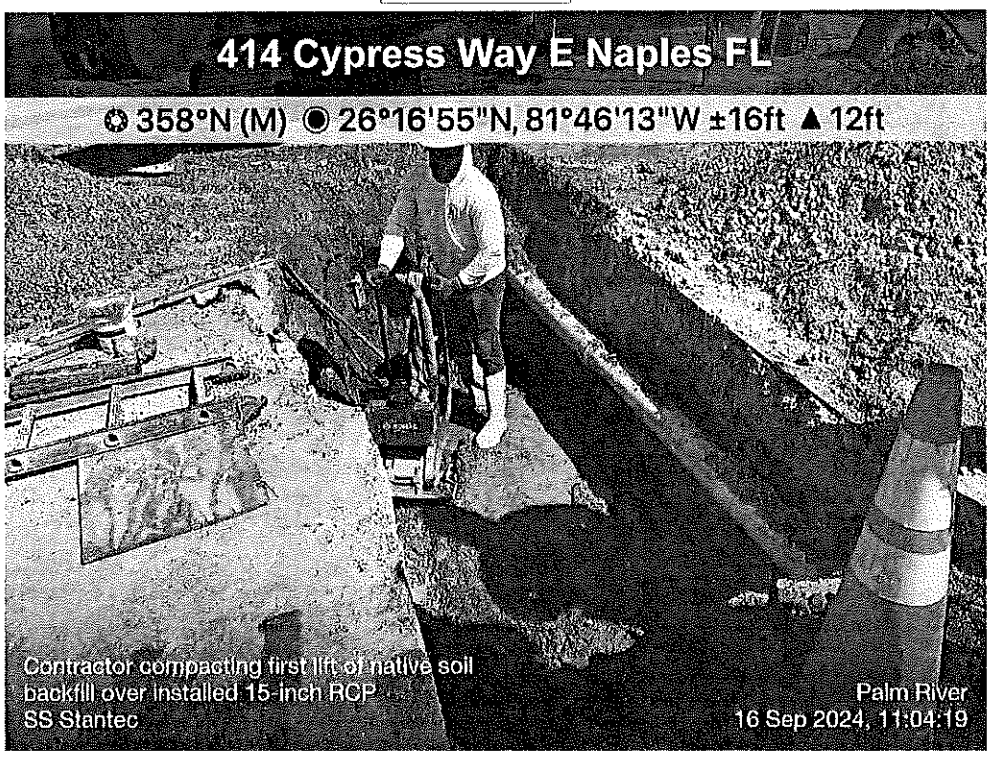
#5- Subcontractor – YPC:

- No activity observed today.

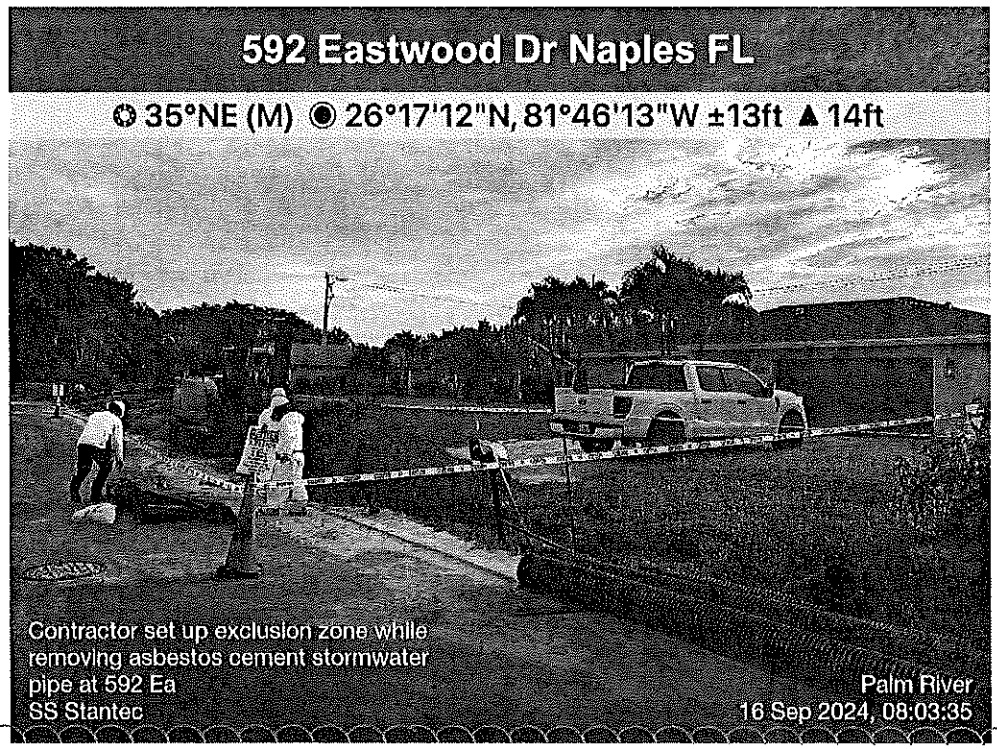
Planned Activities for the week:

- Contractor anticipates installing stormwater system along Cypress Way East Phase 2.

Dust Control Activity During the Day					
Location	**Time**	**Time**	**Time**	**Time**	**Time**
Eastwood Drive					
Cypress Way East					

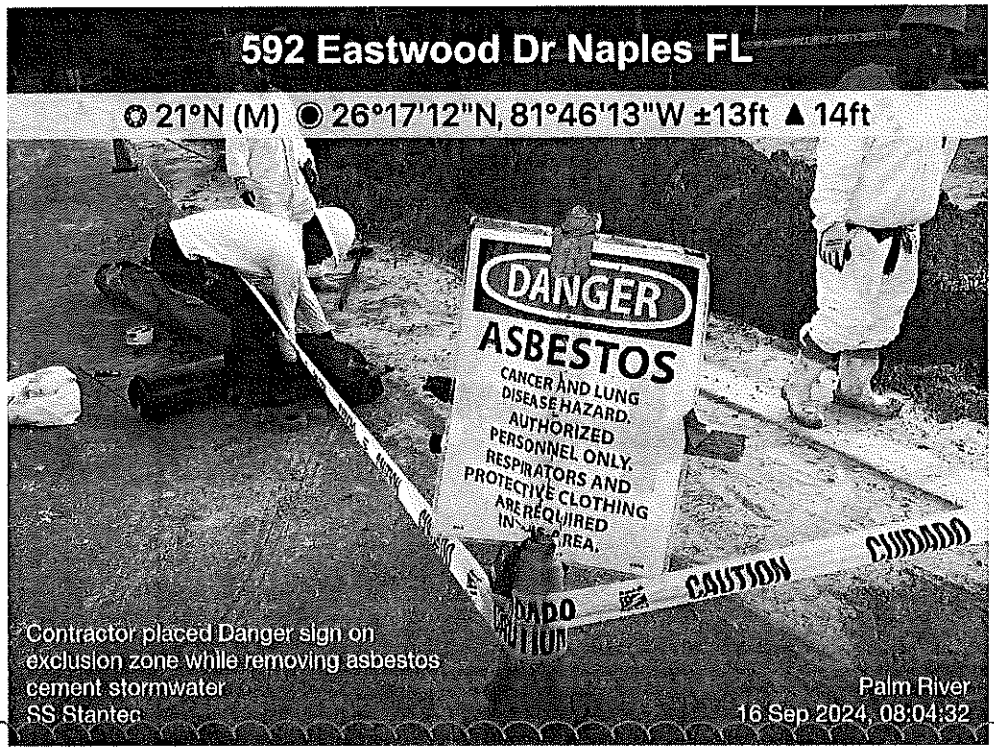


Contractor compacting the first lift of native soil backfill over installed 15-inch RCP stromwater pipe crossing Ibis Way, adjacent to vacant lot #414 Cypress Way East, near Sta. 45+30±.

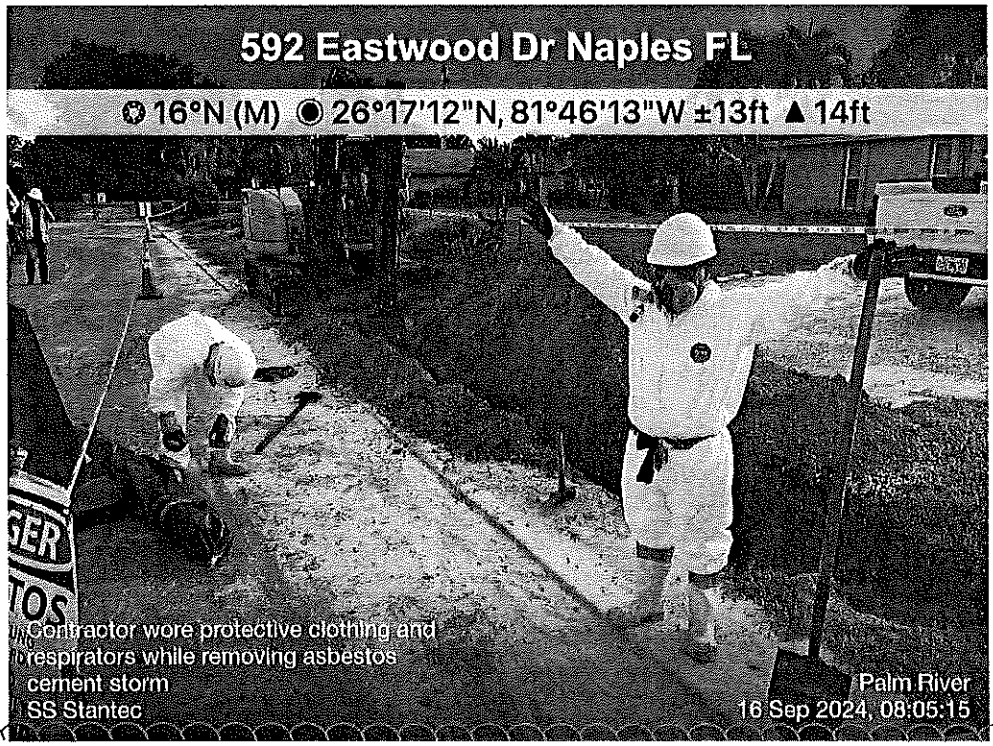


Contractor set up an exclusion zone while removing existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #592 Eastwood Drive, near Sta. 6+20±.

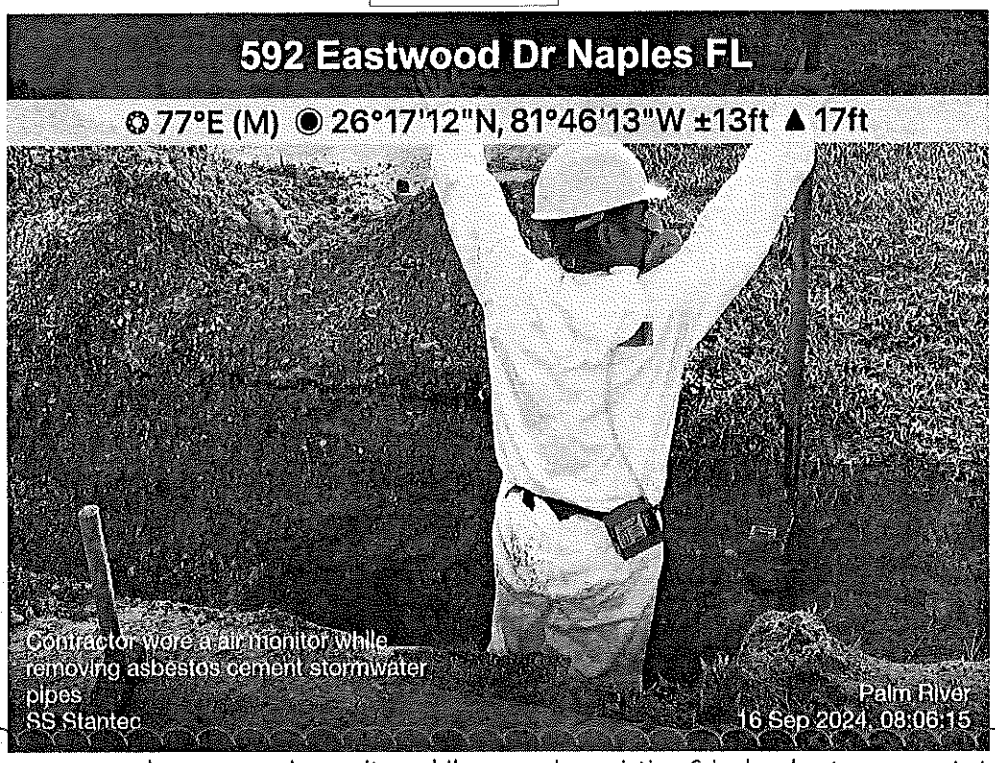
WD #14
Backup



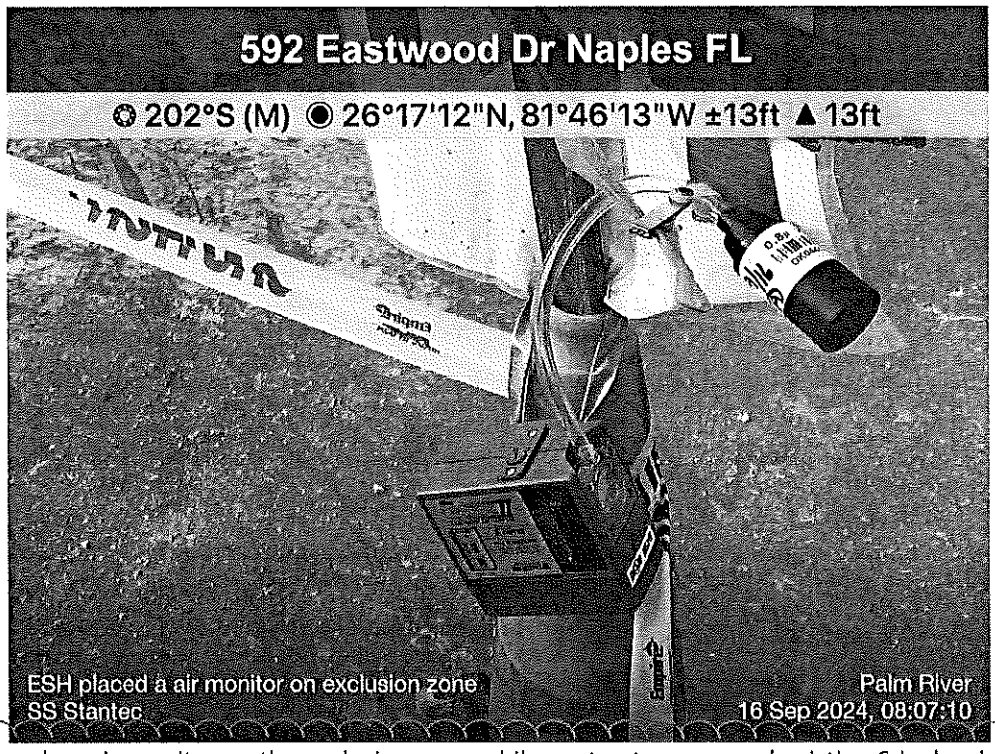
Contractor placed a Danger sign on exclusion zone while removing existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #592 Eastwood Drive, near Sta. 6+20±.



Contractor wore protective clothing and respirators while removing existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #592 Eastwood Drive, near Sta. 6+20±.

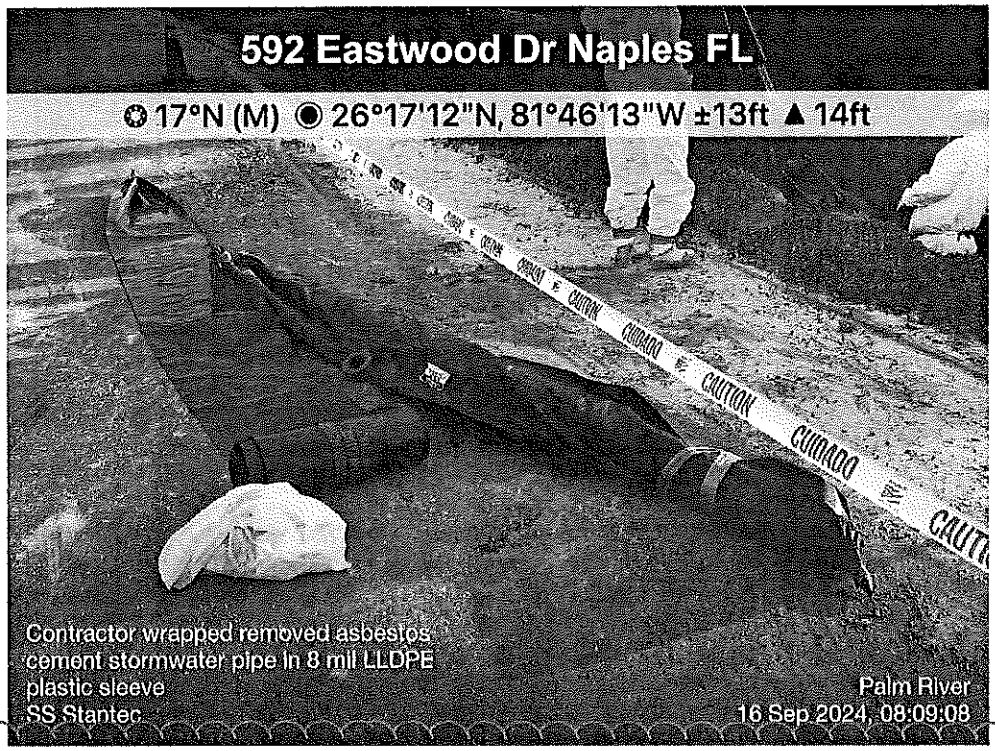


Contractor crew member wore a air monitor while removing existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #592 Eastwood Drive, near Sta. 6+20±.

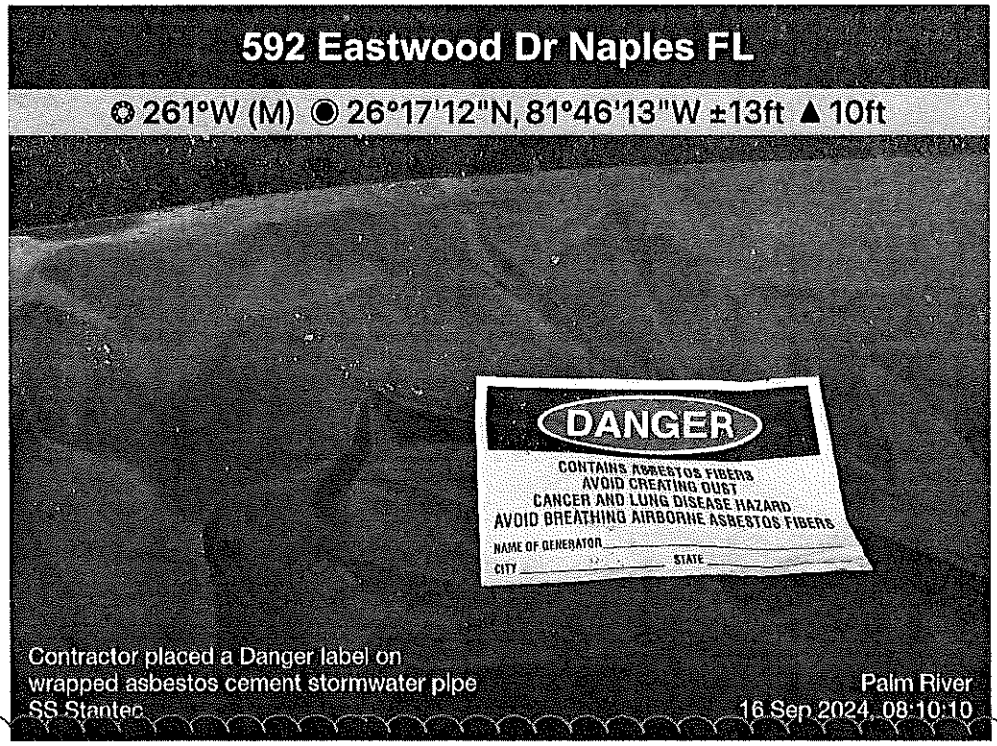


ESH-CORE placed an air monitor on the exclusion zone while contractor removed existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #592 Eastwood Drive, near Sta. 6+20±.

WD #14
Backup

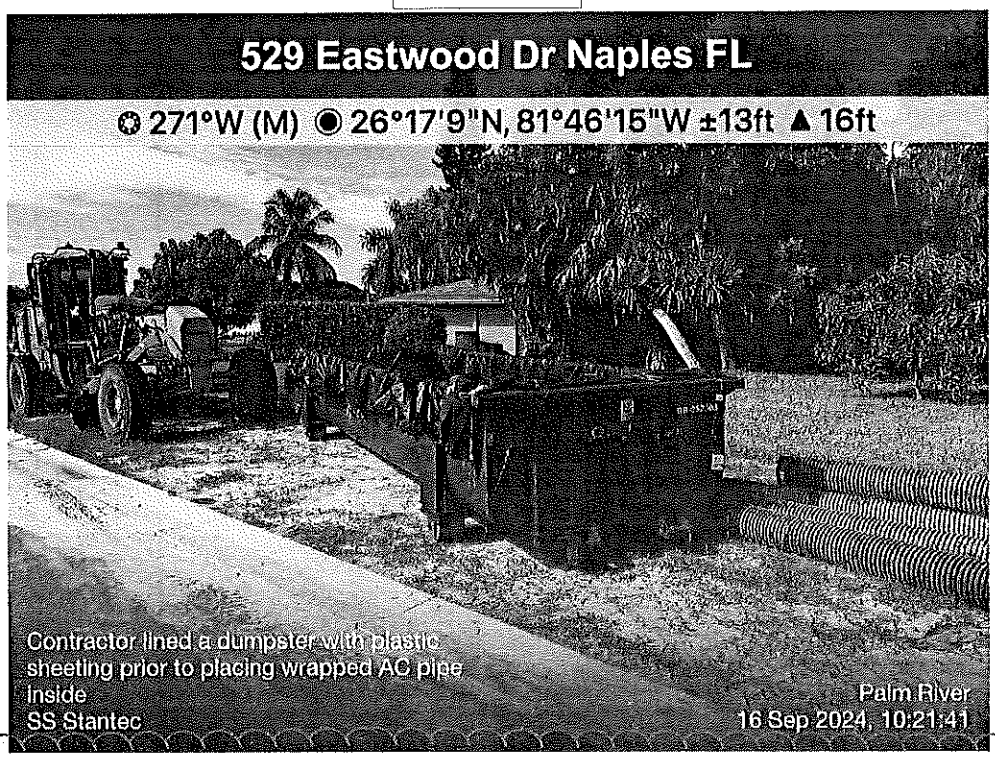


Contractor placed a removed section of existing 6-inch asbestos-cement stomwater pipe inside 8 mil LLDPE plastic sleeve with ends secured with duct tape, adjacent to house #592 Eastwood Drive, near Sta. 6+20±.

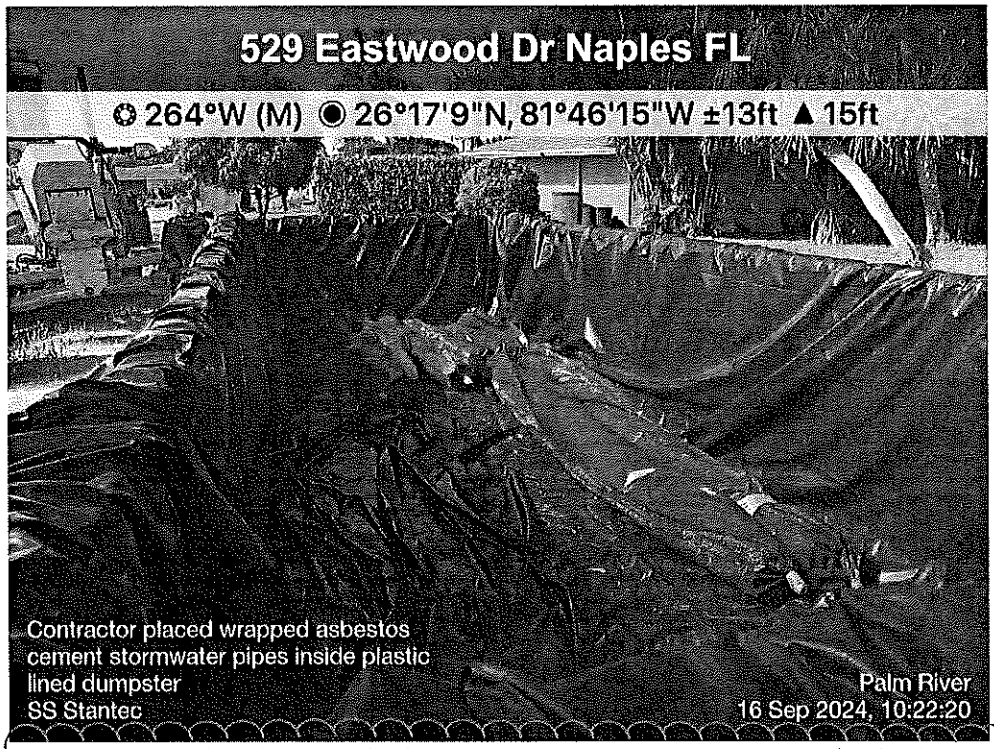


Contractor placed a Danger label on wrapped 6-inch asbestos-cement stomwater pipe inside 8 mil LLDPE plastic sleeve with ends secured with duct tape, adjacent to house #592 Eastwood Drive, near Sta. 6+20±.

WD #14
Backup



Contractor lined a dumpster with plastic sheeting prior to placing wrapped asbestos-cement stormwater pipes inside, adjacent to house #529 Eastwood Drive, near Sta. 2+70±.



Contractor placed wrapped asbestos-cement stormwater pipes inside plastic sheeting lined dumpster, adjacent to house #529 Eastwood Drive, near Sta. 2+70±.

WD #14
Backup

Collier County
Public Utilities Department
Engineering & Project Management Division

DAILY REPORT OF CONSTRUCTION
PALM RIVER PUR AREAS 1 AND 2
CONSTRUCTION PROJECT

Public Utilities Renewal

Stantec

Date: **9/17/2024**			
RPRs: ~~Scott Sikorski~~	Stantec PIN: **177311742**		Accidents ☐Yes ☒No
Day of Week: **Tuesday**	Contract Day: **513**	Total Days: **573/603**	Accident Report #:
HIGH TEMP (F): **89°F** LOW TEMP (F): **76°F**	AM Conditions: **Partly Cloudy**	PM Conditions: **Partly Cloudy**	N/A

General

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East, Golfview Drive, Palm River Blvd., Pompano Drive, Eastwood Drive

Deon (SS):

- Contractor on site to assist and supervise crews.

Eastwood Drive Phase 2

Ben (SS):

- **Station 0+50± to Station 7+40±:** Contractor, Collier County Project Manager, Engineer of Record and Senior RPR performed a driveway walkthrough, placing paint marks at driveway restoration limits, between houses #504 and #612 Eastwood Drive.

Cypress Way East Phase 2

Cory's Crew (SS):

- **Station 27+60±:** Contractor placed and compacted approximately 6-inches of limerock base in west driveway, for paver driveway restoration, at house #668 Cypress Way East

Cypress Way East Phase 2

Cory's, Matt's and Kevin's Crews (SS):

- **Station 37+10± to Station 45+00±:** Contractor removed existing concrete sidewalk along the east side of Cypress Way East, between house #462 and vacant lot #406 Cypress Way East.

#2 - Subcontractor – Curb King:

Cypress Way East Phase 2

Fidel's Crew (SS):

- **Station 22+30± to Station 28+30±:** Subcontractor saw-cut control joints in new concrete sidewalk along the north side of Cypress Way East, between houses #633 #663 Cypress Way East. New concrete sidewalk will be measured for payment.
- **Station 28+30±:** Subcontractor removed and replaced a section of concrete driveway on private property at house #654 Cypress Way East. Restored concrete driveway was previously measured for payment.

#3 - Subcontractor – Superior Interlocking Pavers:

Cypress Way East Phase 2

Jack's Crew (SS):

- **Station 30+00±:** Subcontractor continued replacing paver bricks for paver driveway restoration, at house #675 Cypress Way East. Subcontractor placed a cement border along the outside edge of replaced paver bricks. Restored paver driveway will be measured for payment.
- **Station 25+90±:** Subcontractor removed and replaced a section of new concrete driveway on private property, at house #654 Cypress Way East. Restored concrete driveway was previously measured for payment.

#4- Subcontractor – Roque Lawn Maintenance:

Cypress Way East Phase 2

Javier's Crew (SS):

- **Stations 22+50±, 23+50±:** Subcontractor restoring irrigation systems in the south right-of-way along Cypress Way East at houses #630, #636 Cypress Way East.

Planned Activities for the week:

- Contractor anticipates driveway and irrigation system restoration on Cypress Way East Phase 2.

Water System

Remarks

#1 - Prime Contractor – Haskins:

- No water activity observed today.

Planned Activities for the week:

- No water activity anticipated.

Wastewater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Alberto's Crews (SS):

- **Station 47+15±:** Contractor excavated new and existing force mains, in preparation for force main tie-in, east of house #333 Cypress Way East.
- **Station 20+80±:** Contractor excavated new and existing force mains, in preparation for force main tie-in, adjacent to house #624 Cypress Way East.
    - Contractor placed orange safety fence around open excavations.

Cypress Way East Phase 2

Mario's Crew (SS):

- **Station 33+01±:** Contractor excavated new and existing force mains at pump station 103.06, in preparation for force main tie-in, adjacent to house #504 Eastwood Drive at Cypress Way East.

- Contractor placed orange safety fence around open excavation.

Planned Activities for the week:

- Contractor anticipates tying in force main along Cypress Way East Phase 2.
- Subcontractor anticipates startup on manhole pump station at existing SMH-101 Phase 1.

Stormwater System

Remarks

#1 - Prime Contractor – Haskins:

Cypress Way East Phase 2

Matt's and Kevin's Crews (SS):

- **Station 44+20± to Station 45+10±:** Contractor removed existing valley gutter along the east side of Cypress Way East, adjacent to vacant lot #406 Cypress Way East. Contractor backfilled area with native soil.

Cypress Way East Phase 2

Matt's Crew (SS):

- **Station 33+20± to Station 35+50±:** Contractor excavated trench along the east side of Cypress Way East, for proposed concrete valley gutter, between houses #494 and #462 Cypress Way East. Contractor placed traffic cones along excavated trench.

Eastwood Drive Phase 2

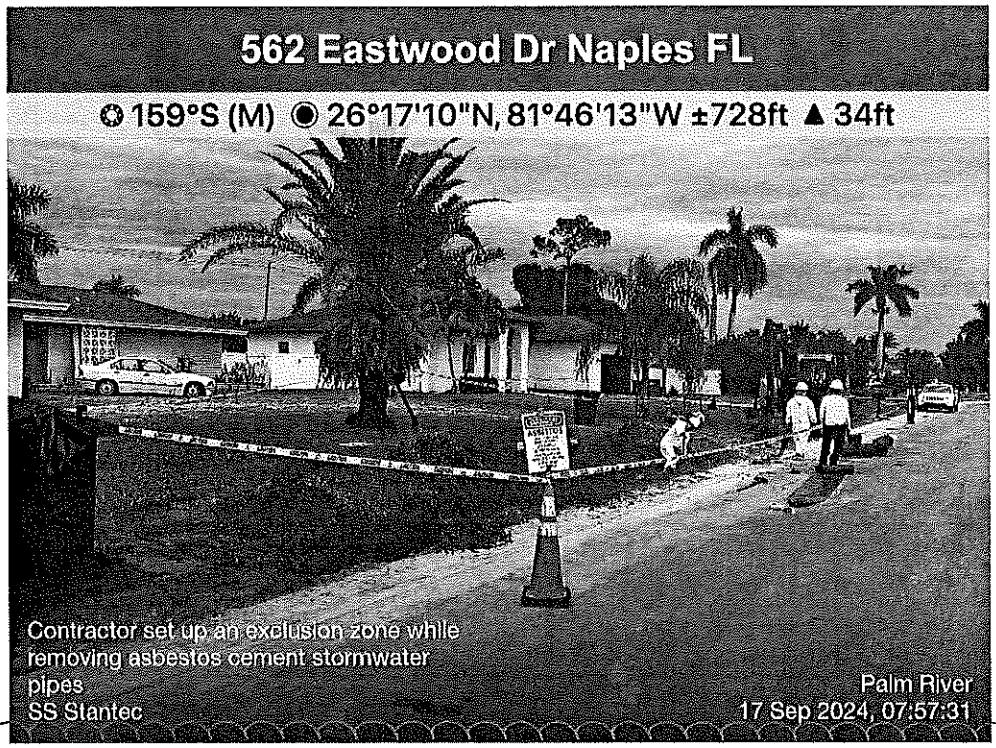
Mario's Crew (SS):

- **Station 4+48± to Station 3+12±:** Contractor removed existing 6-inch asbestos cement stormwater pipe along the east right-of-way, on Eastwood Drive, between houses #562 and #538 Eastwood Drive (144 LF). Removed 6-inch asbestos cement stormwater pipe was measured for payment.
  - Contractor placed caution tape around excavation.
  - Contractor posted required "Danger" signage at excavation.
  - Contractor workers wore required PPE while removing asbestos-cement water main.
  - Contractor wrapped removed asbestos-cement water main in 8 mil LLDPE plastic sleeves.
  - Contractor placed a "Danger" label on 8 mil LLDPE plastic sleeves containing removed asbestos-cement water main.
  - Contractor loaded wrapped asbestos-cement water main in a lined dumpster and hauled from site to contractors' storage yard.
- **Station 7+48± to Station 0+15±:** Contractor removed temporary 10-inch HDPE drainpipe previously installed along the east side of Eastwood Drive, between houses #612 and #504 Eastwood Drive.

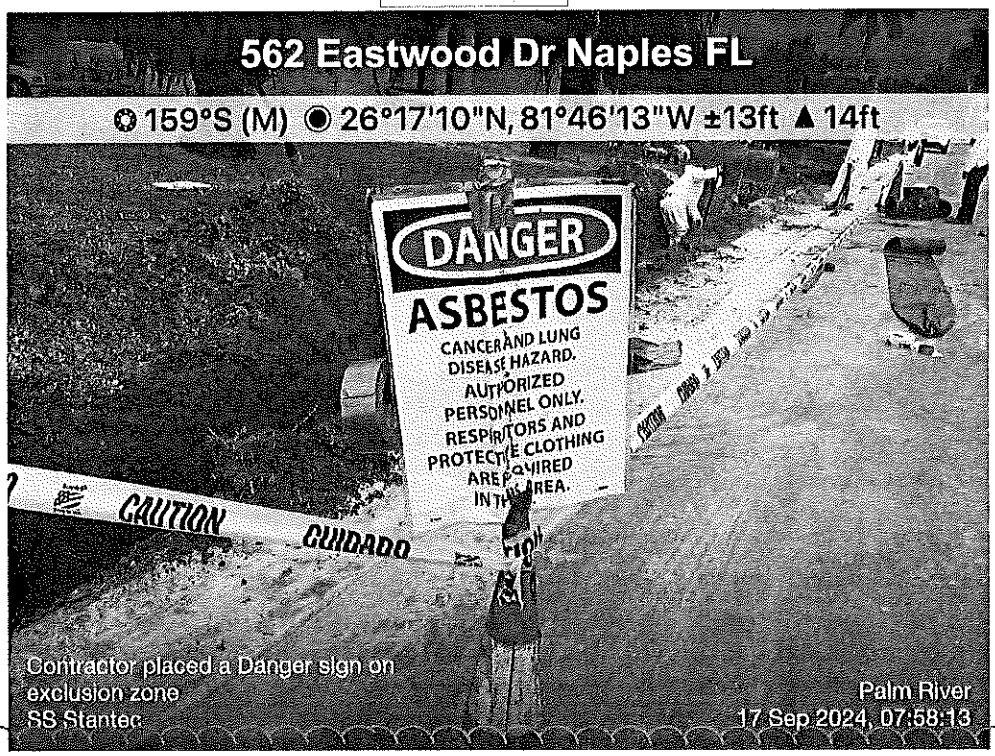
1	-	Crew Truck	6	6	10.5
1	-	Dump Truck	5	5	8
1	-	Water Truck	1	0	0
2	-	Crew Truck	1	1	9
3	-	Crew Truck	1	1	8
4	-	Crew Truck	1	1	8
5	-	Crew Truck	0	0	0
6	-	Crew Truck	0	0	0
7	-	Crew Truck	1	1	5

Visitors			
Name	Company	Hours at Job Site	
		From:	To:

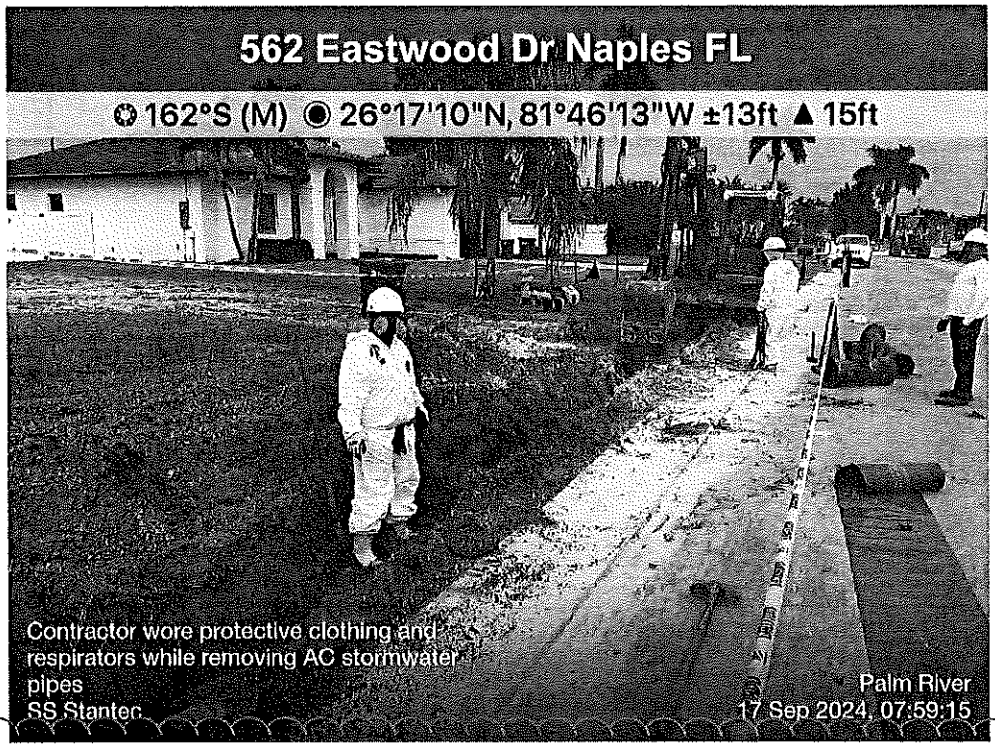
RPR Name and Position	Hours at Job Site/Office		Total Hours
Scott Sikorski, Senior RPR	From: 7:00 a.m.	To: 5:30 p.m.	10.5 hours



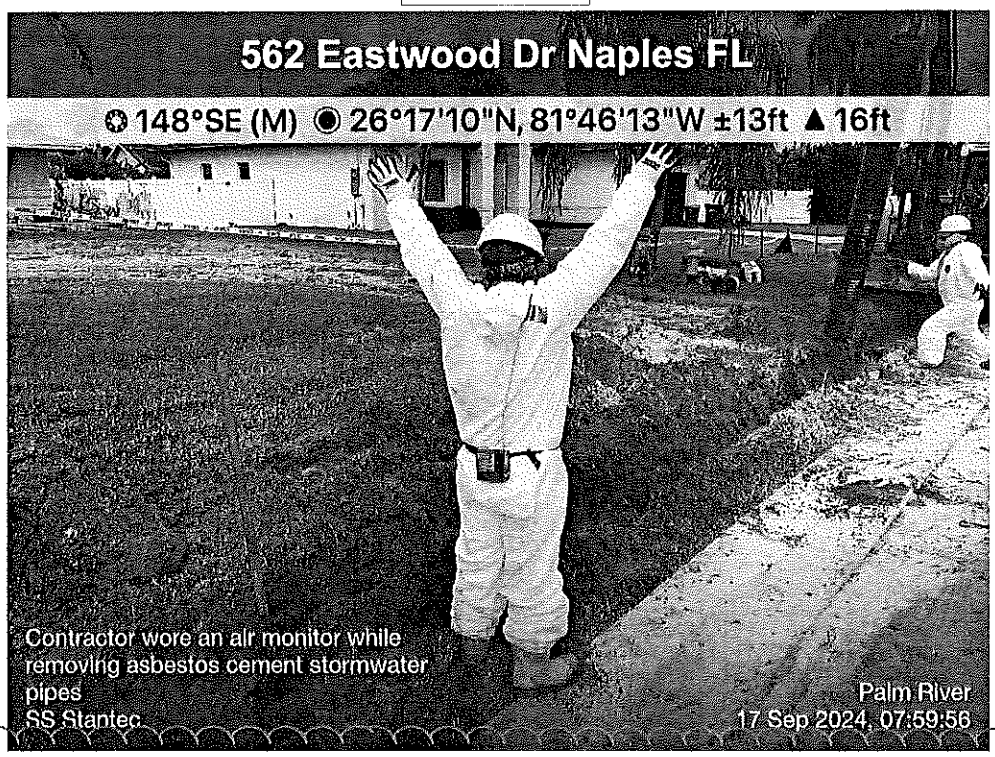
Contractor set up an exclusion zone while removing existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #562 Eastwood Drive, near Sta. 4+48±.



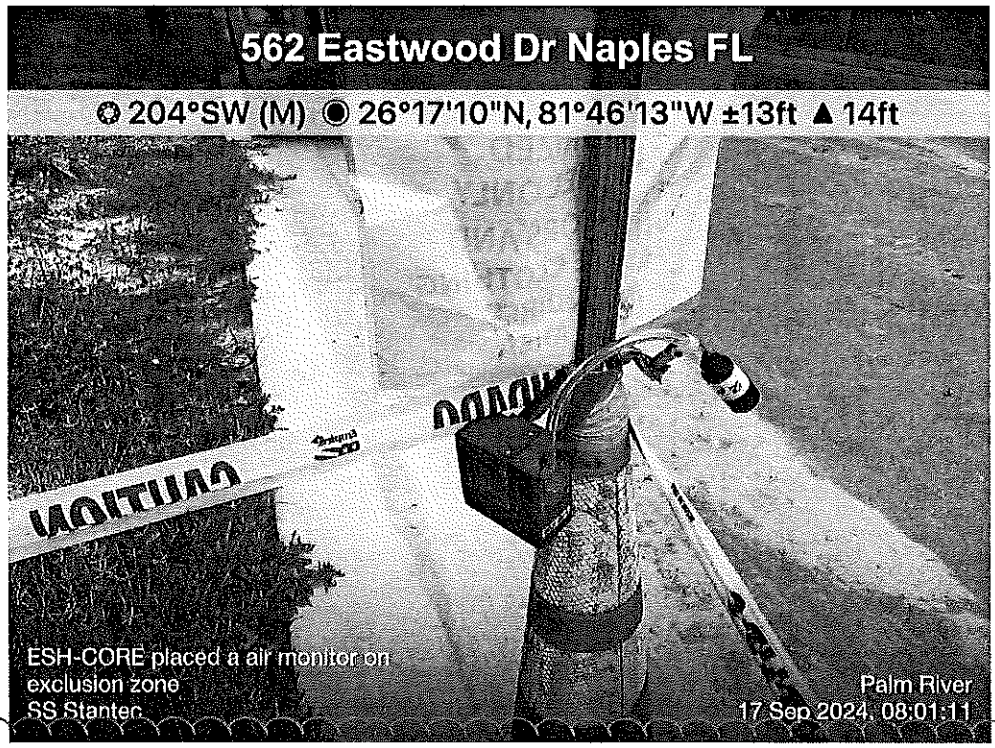
Contractor placed a Danger sign on exclusion zone while removing existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #562 Eastwood Drive, near Sta. 4+48±.



Contractor wore protective clothing and respirators while removing existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #562 Eastwood Drive, near Sta. 4+48±.

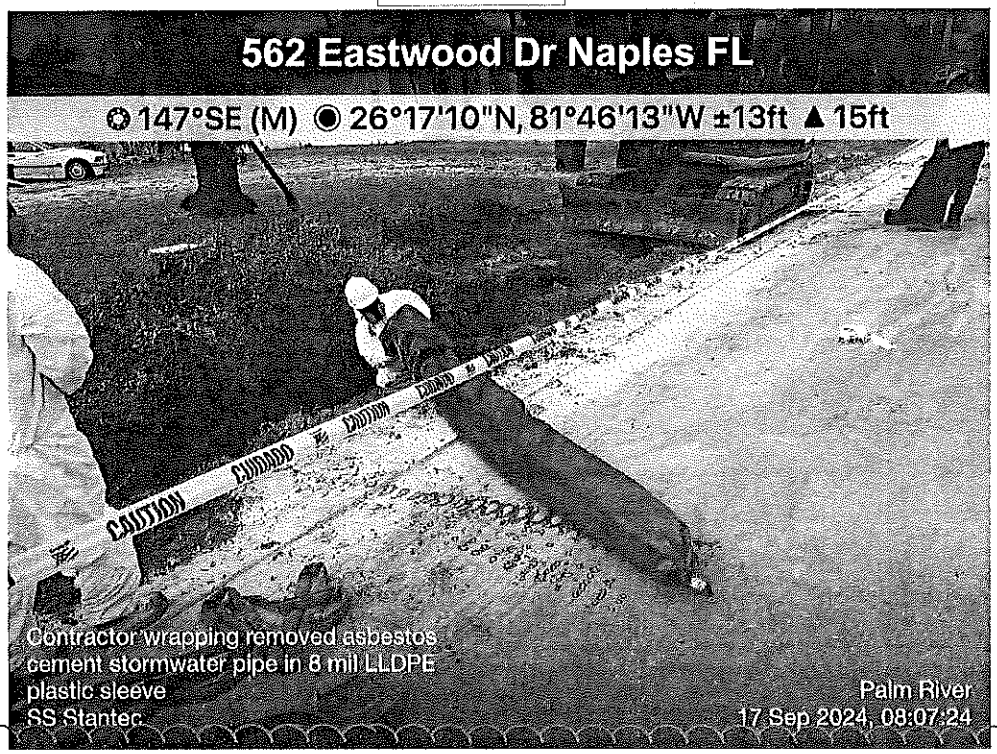


Contractor crew member wore a air monitor while removing existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #562 Eastwood Drive, near Sta. 4+48±.

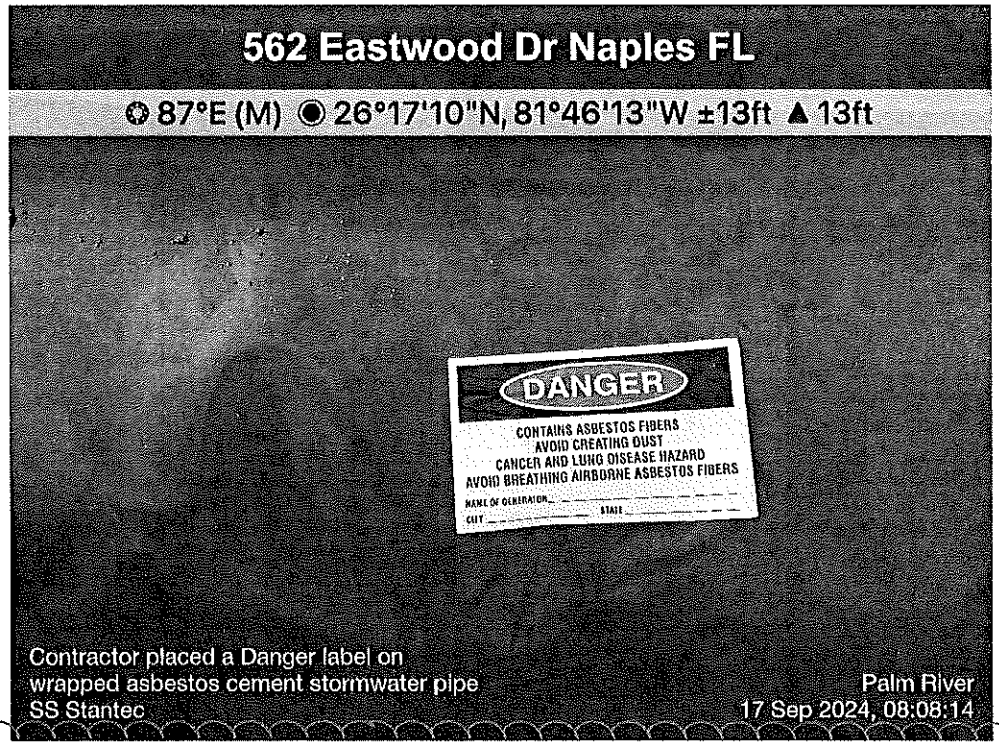


ESH-CORE placed a air monitor on the exclusion zone while contractor removed existing 6-inch asbestos-cement stormwater pipes along the east side of Eastwood Drive, adjacent to house #562 Eastwood Drive, near Sta. 4+48±.

WD #14
Backup

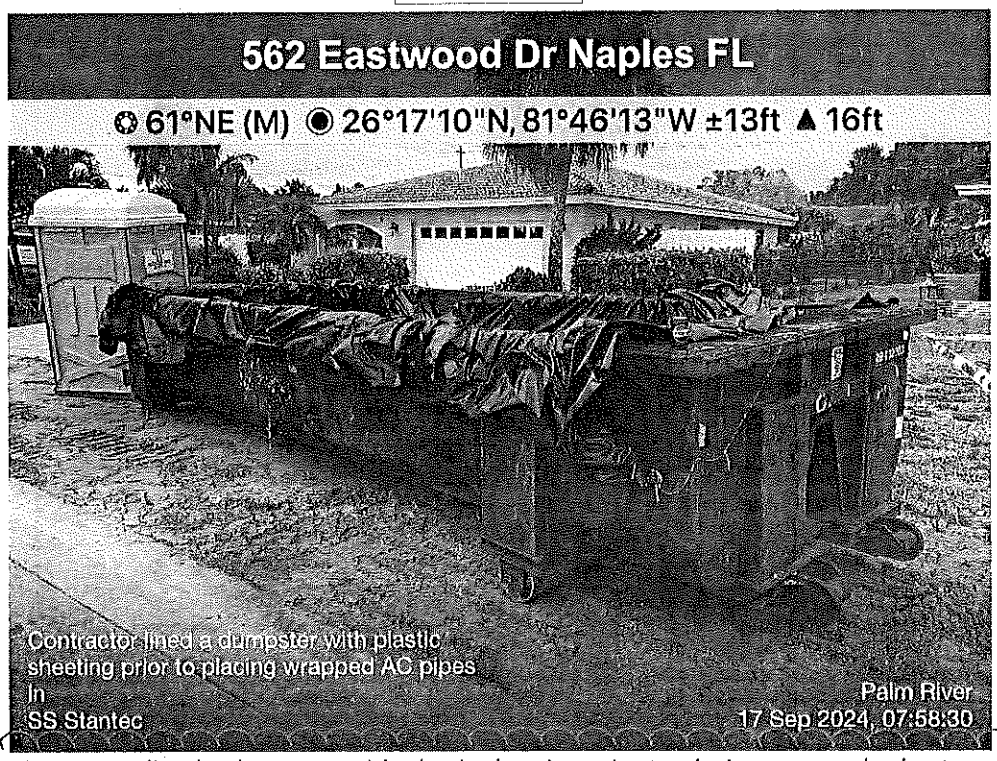


Contractor placing a removed section of existing 6-inch asbestos-cement stomwater pipe inside 8 mil LLDPE plastic sleeve with ends secured with duct tape, adjacent to house #562 Eastwood Drive, near Sta. 4+48±.

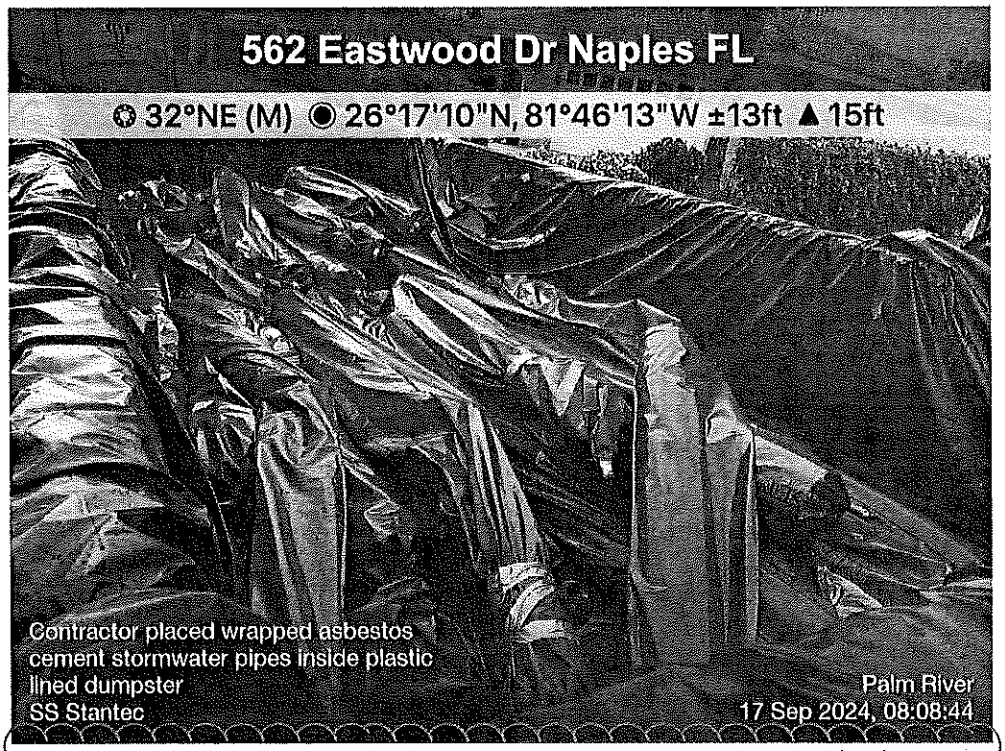


Contractor placed a Danger label on wrapped 6-inch asbestos-cement stomwater pipe inside 8 mil LLDPE plastic sleeve with ends secured with duct tape, adjacent to house #562 Eastwood Drive, near Sta. 4+48±.

WD #14
Backup



Contractor lined a dumpster with plastic sheeting prior to placing wrapped asbestos-cement stormwater pipes inside, adjacent to house #562 Eastwood Drive, near Sta. 4+68±.



Contractor placed wrapped asbestos-cement stormwater pipes inside plastic sheeting lined dumpster, adjacent to house #562 Eastwood Drive, near Sta. 4+68±.

WD #14
Backup

Justin Frederiksen

From: Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Sent: Friday, November 15, 2024 9:39 AM
To: rmacphee@haskinsinc.net; Justin Frederiksen
Cc: belwell@haskinsinc.net; Martha Hartsfield; MLAGO@HASKINSINC.NET; Eddwie Perez; MLAGO@HASKINSINC.NET
Subject: RE: Palm River PUR Areas 1 & 2 - Summary of Quantities for Pay App #18

Approved.

Thank you

Diana Dueri PMP
Project Manager III
Public Utilities Engineering & Project Management

Office:239-252-4218
Mobile:239-601-1290

Diana.Dueri@colliercountyfl.gov

From: Ryan MacPhee <rmacphee@haskinsinc.net>
Sent: Monday, November 11, 2024 1:59 PM
To: Justin Frederiksen <JFrederiksen@gradyminor.com>
Cc: Ben Elwell <belwell@haskinsinc.net>; Martha Hartsfield <mhartsfield@gradyminor.com>; MLAGO@HASKINSINC.NET; Eddwie Perez <EPerez@gradyminor.com>; MLAGO@HASKINSINC.NET; Diana Dueri <Diana.Dueri@colliercountyfl.gov>
Subject: RE: Palm River PUR Areas 1 & 2 - Summary of Quantities for Pay App #18

Please disregard the last email.

Haskins would like to request 2 days be added to the contract time for work completed under WD #14.
9/16 & 9/17/24.

Thank you,

Ryan MacPhee
Vice President
Haskins Inc.
10956 Enterprise Ave. Bonita Springs, FL
Tel. 239-947-1846
Fax. 239-947-3857
Cell. 239-253-7500
Web. Haskinsinc.net

Daily Report Date	LF	Unit Price	Total Cost
9/16/2024	300	$ 44.00	$ 13,200.00
9/17/2024	144	$ 44.00	$ 6,336.00
	444		
		Overall Total	$ 19,536.00

Collier County

DELEGATION OF SIGNATURE AUTHORITY AUTHORIZATION

DEFINITIONS. The following terms shall be defined as follows:

- "Signature Authority" -- Refers to the ability and discretion of a duly designated employee to formally accept, request, approve, or document by signature various actions pertaining to the administration of the agency.
- "Permanent Signature Authority" -- Refers to the appropriate utilization of signature authority on an ongoing basis.
- "Temporary Signature Authority" -- Refers to the appropriate utilization of signature authority that has been properly transferred from a permanent signatory for a period not to exceed 60 calendar days in duration.

Permanent Signatory Name:	Jay ahmad
Permanent Signatory Position Title:	TE Division Director
Authorized Signatory Name:	Anthony Khawaja
Authorized Signatory Position Title:	Chief Engineer-Traffic Operations
Duration of Delegated Authority:	Temporary
If Temporary, time-frame of delegation:	11/12/24 — 11/15/24

Signature authorization required for the following documents/records:

- ☐ *Purchase Order Modification*
- ☐ *Contract Amendments*
- ☐ *Purchase Requisitions*
- ☐ *Budget Amendments*
- ☐ *Receiving/Invoicing Documents*
- ☐ *Change Orders*
- ☐ *Supplemental Agreements*
- ☐ *Personnel Requisitions*
- ☐ *Payroll Records - Leave*
- ☐ *Other - Describe Below*
- ☑ *Select All - authorization applies to all listed documents/records*

Permanent Signatory Authorization: AhmadJay

Digitally signed by AhmadJay
Date: 2024.11.08 06:58:32 -05'00'

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Haskins Inc
Address:	10956 Enterprise Ave., Bonita Springs, FL 34135
Phone Number:	239-947-1846
Authorized Representative's Name:	Ryan MacPhee
Authorized Representative's Title:	Vice President
Email Address:	rmacphee@haskinsinc.net

AFFIDAVIT

I, Ryan MacPhee (Name of Authorized Representative), as authorized representative attest that Haskins Inc (Name of Nongovernmental Entity) does not use coercion for labor or services as defined in § 787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Ryan MacPhee — 1/8/25

(Signature of authorized representative) Date

STATE OF FL

COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me, by means of ■ physical presence or ☐ online notarization this 8th day of January, 20 25, by Ryan MacPhee (Name of Affiant), who produced their N/A as identification or are personally known to me.

Mabel Lago

Notary Public (not required when digital)

MABEL LAGO
Notary Public - State of Florida
Commission # HH 353346
My Comm. Expires Feb 13, 2027
Bonded through National Notary Assn.

2/13/27

Commission Expires

Personally Known ■ OR Produced Identification ☐

Type of Identification Produced: N/A

Executive Summary

Recommendation that the Board of County Commissioners, as ex-officio the Governing Board of the Collier County Water-Sewer District (CCWSD) award Invitation for Qualifications ("IFQ") No. 22-8056, "High/Medium Voltage Electrical Services" to MP Predictive Technologies Inc., Electrical Engineering Enterprises Inc., Simmonds Electrical of Naples, Inc., and authorize the Chairman to sign the attached agreements.

OBJECTIVE: To award contracts for countywide high/medium voltage services, including on-call urgent services on an as-needed basis.

CONSIDERATIONS: Collier County Water Sewer District (CCWSD) has established GIS-based integrated Enterprise Asset Management (EAM) where assets are routinely evaluated and conditions in the field updated by Operations Divisions and, where appropriate, they are listed under the Capital Improvements Plan (CIP) for Engineering and Project Management to implement the soonest possible. CCWSD EAM drives the priorities for investment in our Critical Infrastructure where replacements, re-hab, and repairs are planned and implemented prior to failure (Cat Red-F and Red-E) that would result in Utility Service outages and negative customer service impact. The Engineering and Project Management Division of the Public Utilities Department has completed QA/QC and programmed this project.

On July 22, 2023, the Procurement Services Division released IFQ No. 22-8056 "High/Medium Voltage Electrical Services". The County received three proposals by the September 5, 2023, deadline. Staff reviewed the proposals received and deemed all three proposers responsive and responsible with minor irregularities.

Respondents	City	County	Final Ranking	Responsive/ Responsible
Simmonds Electrical of Naples, Inc.	Bonita Springs	Lee	1	Yes / Yes
Electrical Engineering Enterprises, Inc.	Tampa	Hillsborough	2	Yes / Yes
MP Predictive Technologies, Inc.	Orlando	Orange	3	Yes / Yes

A selection committee met on December 8, 2023, and after reviewing the proposals and deliberating, the committee scored the proposals and ranked the firms in the order shown above. Staff recommends issuing contracts to all three responsive and responsible contractors. As provided in the solicitation, the County will request competitive quotes from all three contractors for future work.

Simmonds Electrical of Naples, Inc., incorporated in Florida in 1982, and is a current vendor with the County. Electrical Engineering Enterprises, Inc., incorporated in Florida in 1999, and will be a new vendor with the County. MP Predictive Technologies, Inc., incorporated in Florida in 2018, and will also be a new vendor under contract with the County.

FISCAL IMPACT: This Agreement will be utilized by various County Manager Divisions, providing funding from their respective budgets. The estimated annual expenditure is $2,000,000. These expenditures are not indicative of future projects and events.

GROWTH MANAGEMENT IMPACT: This project meets current Growth Management Plan standards to ensure the adequacy and availability of viable public facilities.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: Recommendation that the Board of County Commissioners, as ex-officio the Governing Board of the Collier County Water-Sewer District (CCWSD) award Invitation for Qualifications ("IFQ") No. 22-8056, "High/Medium Voltage Electrical Services" to MP Predictive Technologies Inc., Electrical Engineering Enterprises Inc.,

Simmonds Electrical of Naples, Inc., and authorize the Chairman to sign the attached agreements.

PREPARED BY: Robert Von Holle, Director – Wastewater

ATTACHMENTS:
1. 22-8056 InsurancePacket_MPPredictive
2. 22-8056 VendorSigned_MPPredicative
3. 22-8056 VendorSigned_ElectricalEngineering
4. 22-8056 InsurancePacket_ElectricalEngineering
5. 22-8056 InsurancePacket_Simmonds
6. 22-8056 VendorSigned_Simmonds
7. 22-8056 Solicitation
8. 22-8056 NORA.signed
9. Electrical Engineering Enterprises Inc Bid submittal
10. Simmods Electrical of Naples Inc Bid submittal
11. MP Predictive Technologies Inc BidSubmittal
12. License - Simmonds Electrical
13. License - Electrical Engineering Enterprises
14. MPP License - updated

Collier County

INSURANCE REQUIREMENTS COVERSHEET

Project Name
High/ Medium Voltage Electrical Services
Vendor Name
MP Predictive Technologies, Inc.
Solicitation/Contract No.
22-8056
Attachments
☐ Risk Approved Insurance Requirements ☑ Risk Approved Insurance Certificate(s)
Comments
The COI is approved.
Attachments Approved by Risk Management Division
Approval: GonzalezGreily Digitally signed by GonzalezGreily Date: 2024.10.17 15:46:59 -04'00'

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

    A. ■ **Commercial General Liability:** Coverage shall have minimum limits of $2,000,000 Per Occurrence, $3,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
    B. ■ **Business Auto Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

    C. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $ 1,000,000 for each accident.

~~D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $_____ each claim and aggregate.~~

~~E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $_____ per claim.~~

~~F. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

~~G. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

~~H. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amanda Nogues	
Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	PHONE (A/C, No, Ext): (305) 595-3323	FAX (A/C, No): (305) 595-7135
	E-MAIL ADDRESS: amanda.nogues@eigrisk.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MP Predictive Technologies, Inc 9187 Boggy Creek Road Unit 1 Orlando FL 32824	INSURER A : Monroe Guaranty Insurance Company	32506
	INSURER B : FCCI Insurance Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		GL100087353-01	09/22/2024	09/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPL	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		CA100087352-01	09/22/2024	09/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 2,000
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			UMB100087354-01	09/22/2024	09/22/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC0100087355-01	09/22/2024	09/22/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract number: 22-8056
Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government, OR, Collier County included as an additional insured with respect to General Liability and Automobile Liability Policies on a primary and non-contributory basis when required by a written contract.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail East
Naples FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MULTI-CONTRACTOR AWARD AGREEMENT

#22-8056

for

"High/Medium Voltage Electrical Services"

THIS AGREEMENT, made and entered into on this _____ day of _____ 20___, by and between MP Predictive Technologies, Inc., authorized to do business in the State of Florida, whose business address is 9187 Boggy Creek Road, Unit 1, Orlando, FL 32824, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County" or "Owner"):

W I T N E S S E T H:

1. **AGREEMENT TERM.** The Agreement shall be for a three (3) year period, commencing ■ upon the date of Board approval; ~~or ☐ on _____~~, and terminating three (3) year(s) from that date or until all outstanding ■ Purchase Order(s) ■ Work Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

   The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

   The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES**. The Contractor shall commence the work upon issuance of a ■Purchase Order ■Notice to Proceed.

3. **STATEMENT OF WORK**. The Contractor shall provide services in accordance with the terms and conditions of ~~☐ Request for Proposal (RFP) ☐ Invitation to Bid (ITB)~~ ■ Other: Invitation for Qualifications (IFQ) # 22-8056, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

   ■ The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

   3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in

compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

3.3 ■ The procedure for obtaining Work under this Agreement is outlined in **Exhibit A – Scope of Services** attached hereto.

~~☐ The procedure for obtaining Work under this Agreement is outlined in ☐ Other Exhibit/Attachment: _____.~~

3.4 ■ The County reserves the right to specify in each Request for Quotations: the period of completion; collection of liquidated damages in the event of late completion; and the Price Methodology selected in 4.1.

4. **THE AGREEMENT SUM**.

~~☐ The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".~~

■ The County shall pay the Contractor for the performance of this Agreement based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and pursuant to the Price Methodology in Section 4.1. ■ Contractor's quoted prices shall be based on **Exhibit B- Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

~~☐ The County shall pay the Contractor for the performance of this Agreement an estimated maximum amount of _____($_____), per County fiscal year, based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and the Price Methodology as defined in Section 4.1. ☐ Contractor's quoted prices shall be based on **Exhibit B- Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".~~

4.1 **Price Methodology (as selected below):**

■ **Lump Sum** (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

☒ **Time and Materials**: The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

☒ **Unit Price**: The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

~~4.5 ☐ **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.~~

~~Reimbursements shall be at the following rates:~~

~~Mileage~~	~~$0.44.5 per mile~~
~~Breakfast~~	~~$6.00~~
~~Lunch~~	~~$11.00~~
~~Dinner~~	~~$19.00~~
~~Airfare~~	~~Actual ticket cost limited to tourist or coach class fare~~
~~Rental car~~	~~Actual rental cost limited to compact or standard size vehicles~~
~~Lodging~~	~~Actual cost of lodging at single occupancy rate with a cap of no more than $150.00 per night~~
~~Parking~~	~~Actual cost of parking~~
~~Taxi or Airport Limousine~~	~~Actual cost of either taxi or airport limousine~~

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name:	MP Predictive Technologies, Inc.
Address:	9187 Boggy Creek Rd, Unit 1
	Orlando, FL 32824
Authorized Agent:	Albani Pereira
Attention Name & Title:	Business Development Manager
Telephone:	904-707-7510
E-Mail(s):	apereira@mpp-technologies.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Director:	Robert VonHolle
Division Name:	Wastewater Collections
Address:	6027 Shirley Street
	Naples, FL 34109
Administrative Agent/PM:	Donna Deeter
Telephone:	239-252-2622
E-Mail(s):	Donna.Deeter@colliercountyfl.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP**. Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

8. **PERMITS: LICENSES: TAXES**. In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

    A. ■ **Commercial General Liability:** Coverage shall have minimum limits of $2,000,000 Per Occurrence, $3,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
    B. ■ **Business Auto Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

    C. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $ 1,000,000 for each accident.

~~D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $_____ each claim and aggregate.~~

~~E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $_____ per claim.~~

~~F. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

~~G. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

~~H. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Wastewater Collections Division.

15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ■ Exhibit A Scope of Services, ■ Exhibit B Fee Schedule, ☐ ~~RFP~~/ ☐ ~~ITB~~/■ Other IFQ - Invitation for Qualifications #22-8056, including Exhibits, Attachments and Addenda/Addendum, ■ subsequent quotes and corresponding contract documents, Exhibit B-1 Public Payment Bond, ■ Exhibit B-2 Public Performance Bond, ■ Exhibit C Release and Affidavit Form, ■ Exhibit D-1 Application for Payment Form, ■ Exhibit D-2 Schedule of Values Form ■ Exhibit D-3 Stored Materials Record Form ■ Exhibit D-4 Cash Flow Projection Form ■ Exhibit E-1 Change Order ■ Exhibit E-2 Work Directive ■ Exhibit F-1 Certificate of Substantial Completion ■ Exhibit F-2 Certificate of Final Completion ■ Exhibit F-3 Punch List Form ■ Exhibit G-1 Final Payment Checklist ■ Exhibit G-2 - Warranty, and ■ Other Exhibit H/Attachment: FEMA Provisions.

17. **APPLICABILITY.** Only the sections corresponding to any checked box (☐) will apply to this Agreement.

18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting

bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.

20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the requirements set forth in Florida Statute, §448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communications, Government and Public Affairs Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein

shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.

22. ■ **BONDS**.

A. When a construction project is in excess of $200,000, the Contractor(s) shall be required to provide Payment and Performance Bonds.

B. When required by Owner, the Contractor shall furnish a Performance and/or Payment Bond prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party(ies) providing labor and/or materials in connection with each construction or renovation project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "B-1" and Exhibit "B-2".

C. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Florida, terminates or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

23. ■ **LIQUIDATED DAMAGES**. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the Owner. Contractor shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor.

The Work shall be substantially completed within the time specified in the Request for Quotation/Scope of Work. Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Exhibit F-3 Punch List. Substantial Completion includes, but is not limited to, the following occurring: (1) the Work can be safely utilized for the purposes for which it was intended; (2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, (3) all operational testing has successfully occurred; (4) all required training has successfully occurred; (5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by the Contractor and accepted by the Owner, and permit acceptance by permitting agencies, if applicable, Exhibit F-1.

Owner and Contractor recognize that since time is of the essence for any work under this Agreement, Owner will suffer financial loss if the Work is not substantially completed within the time specified in the Request for Quotation. Should Contractor fail to substantially complete the Work within the specified time period, Owner shall be entitled to assess as liquidated damages, but not as a penalty, the amount specified in the Request for Quotation/Scope of Work for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially completed on the date the Owner issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

The Work shall reach Final Completion and be ready for final acceptance by Owner as established in the Request for Quotation. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. Final Acceptance shall mean acceptance of the Work by the Owner as evidenced by the signature of the Project Manager or Design Professional upon the Certificate of Final Completion Form Exhibit F-2. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List form, Exhibit F-3.

When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. For all contracts, the Owner will count default days in calendar days.

24. ■ **PAYMENTS**. Generally, the Contractor will be paid upon completion; however, for Work in excess of thirty (30) days, the Contractor may request to receive Progress Payments. Subsequent to the first payment, Contractor must provide Owner with a fully executed Release and Affidavit in the form attached hereto as Exhibit C as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing, and in substantially the form attached hereto as Exhibit D-1. The process for submitting applications for Progress Payments is set forth below:

24.1 Progress Payments: At least ten (10) days prior to submitting a monthly Application for Payment, the Contractor shall submit to the Project Manager a final schedule of values and "cash flow projection" that establishes the projected date for the construction/installation for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. The Schedule of Values shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for the Contractor's monthly progress payments during construction. Further, it shall include the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval.

Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values Exhibit D-2. The Contractor shall not submit an unbalanced schedule of values which provides for overpayment to the Contractor on

activities that would be performed first. The schedule of values shall be revised and resubmitted until acceptable to the Project Manager. Once the schedule has been accepted by the Project Manager, the Owner reserves the right (at its option) throughout the Contract to require that the Contractor honor a particular price contained in the schedule of values, if the activity pertaining to it is being deleted or modified. Upon approval of the schedule of values by the Project Manager, it shall be incorporated into the form of Application for Payment attached to the Agreement as Exhibit D-1 and shall be used as the basis for the Contractor's monthly Applications for Payment. The schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative.

24.2 The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date, and monthly thereafter, but not more often than once a month or prior to substantial completion being met. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

24.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record form attached hereto and made a part hereof as Exhibit D-3.

24.4 The cash flow projection shall be a fixed monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month (as established by the Contractor in the cash flow projection form it submits), then the Contractor may be barred from bidding other County projects until the value of Work in place is corrected and within ninety-five (95%) of the projected value. (See attached Exhibit D-4, Cash Flow Projection form).

24.5 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). Within twenty (20) business days after the date of each Application for Payment is stamped as received, and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with Section 218.735, F.S. and the terms of the Contract Documents.

24.6 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

24.7 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

24.8 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

24.9 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor, or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

24.10 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for Project Manager's review and approval, a detailed Cash Flow Projection, which shall be updated as necessary and approved by Owner to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in Exhibit D-4, Cash Flow Projection.

24.11 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

24.12 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted.

Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

24.13 The Owner may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The Owner may not accept any additional surcharges (credit card transaction fees) as a result of using the Owner's credit card for transactions relating to this agreement.

25. **PAYMENTS WITHHELD**. Owner may decline to approve any application for payment, or portions thereof, because of defective or incomplete work, outstanding punch list items, subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due to Contractor under this Agreement or any other Agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable fling of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents by the Contractor.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other Agreement between Contractor and Owner. In instances where the Contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the Contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the Contractor for services performed or for materials delivered in association with a contract.

If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

26. **SUBMITTALS AND SUBSTITUTIONS**. Any substitution of products/materials from specifications shall be approved in writing by Owner in advance. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute. Contractor shall submit all

such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

27. ■ **CONTRACT TIME AND TIME EXTENSIONS**.

A. Time is of the essence in the performance of any Work under this Agreement and Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and contractors.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

28. ■ **CHANGES IN THE WORK**. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner in the form of a Work Directive, Exhibit E-2, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

A Change Order in the form attached as Exhibit "E-1" to this Agreement, shall be issued and executed promptly after an Agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly

executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

29. ■ **CLEAN UP**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean.

30. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

31. ■ **TESTS AND INSPECTIONS**. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

32. ■ **PROTECTION OF WORK**.

    A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
    B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
    C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

33. **EMERGENCIES**. In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

34. ■ **COMPLETION**.

Substantial Completion and Development of the Punch List

34.1 Substantial Completion is as defined in this Agreement. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request the Contractor must:

a) Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports test logs, operational manuals, etc.) have been provided by Contractor and accepted by Owner.

b) Prepare a Contractor-generated punch list (i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, for submission with the request for inspection and issuance of a certificate of Substantial Completion), which shall include and list separately the estimated cost to complete each remaining unfinished item included on the list with an explanation as to the basis for those costs, substantiated by the Schedule of Values, subject to the Owner's final review and approval as stated below.

c) Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, if any, and other Owner personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

    1. The Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the Work with the Professional (if any), other Owner personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated punch list. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other Owner representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final

document (Exhibit F-3 Punch List Form). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated below.

2. If upon completion of the inspection(s) the Owner does not consider the Project Substantially Complete, the Project Manager will notify the Contractor in writing giving reasons why the Project is not Substantially Complete.

3. If, upon completion of the inspection(s), the Owner considers the Project Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the Owner upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. The Certificate shall fix the date of Substantial Completion.

4. Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance, and operations are in place.

34.2 **Time Frames for Issuance of the Punch List**

(a) The Owner shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated punch list prior to the Substantial Completion inspection.

(b) For construction estimated to cost less than ten million dollars ($10,000,000.00), the Punch List must be finalized within thirty (30) Days after the Substantial Completion date.

(c) For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of the Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars ($10,000,000.00) or within forty-five (45) Days if it is estimated to cost more than ten million dollars ($10,000,000.00).

(d) If the development of the Punch List takes the full amount of time designated (or a portion thereof) and includes a tentative punch-list based upon the above dollar amount thresholds, the delivery of the Punch List of items shall be delivered by the Owner no later than five (5) business days thereafter. Within twenty (20) business days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance owed, that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. At the same time the Owner delivers the Punch List Contractor shall submit a payment application requesting that Owner pay the Contractor the remaining contract balance owed, including all retainage previously

held by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List.

(e) The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

(f) Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the Punch List. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

34.3 **Completion of Punch List Work and Release of Remaining Contract Balance**

(a) Upon completion of the Punch List Work, the Contractor shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the Owner's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and the Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is complete or not.

(b) If, upon completion of the inspection(s) the Owner does not consider the Punch List Work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List Work is not complete.

(c) Upon completion of all items on the Punch List, the Contractor may submit a Payment Request for the remaining amount withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by Owner (Exhibit F-2 Certificate of Final Completion).

(d) All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation of the Contractor.

(e) Warranty Items may not affect the final payment of retainage pursuant to Section 218.735(7)(f), Florida Statutes.

(f) If the Owner fails to comply with its responsibilities to assist in developing the Punch List within the time frame applicable to the Project (as described above), the

Contractor may submit a request for all remaining retainage withheld by the Owner. The Owner need not pay or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the Owner in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, the Owner does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Owner or Contractor.

34.4 **Final Completion**

(a) Upon written notice from the Contractor that the Project is complete, the Project Manager shall schedule a final inspection with the Contractor, the Design Professional, and any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.

(b) Final Completion of the Work shall be achieved by the Contractor when all the Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specifications section.

(c) After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion Exhibit F-2 for the Work.

34.5 **Application for Final Payment**

After the Certificate of Final Completion, Exhibit F-2 for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. As an explicit condition precedent to the accrual of Contractor's right to final payment, Contractor shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents, including but not limited to:

(1) Receipt of Contractor's Final Application for Payment.
(2) The Release and Affidavit in the form attached as Exhibit C.
(3) Consent of surety to final payment.
(4) Receipt of the Final Payment Check list, Exhibit G-1.
(5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Prior to release of final payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G-1.

34.6 **Approval of Final Payment**

(a) If, on the basis of the Project Manager's observations and review of Work during Construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing that the entire remaining balance is found to be due and payable to the Contractor and approve payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for final payment, in which case the Contractor will make the necessary corrections and resubmit the Application. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations.

(b) Contractor's acceptance of Final Payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment, the issuance of a Certificate of Substantial Completion, any payment by the Owner to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the Owner, the issuance of a Final Completion, any act of acceptance by the Owner, any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

36. ■ **WARRANTY**. Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any subcontractor or material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified. Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.

Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after substantial completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of

written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Contractor, at Contractor's expense. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Contractor's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Contractor to correct the cited deficiencies shall be grounds for the Owner to disqualify the Contractor from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

37. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

38. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.

39. **DISPUTE RESOLUTION.**

A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payment matters and payment disputes upon submission of pay applications, which shall be addressed and resolved in accordance with Collier County Ordinance No. 2017-08, as amended, and governed by the time to commence and conclude payment dispute proceedings set forth in Section 218.76(2)(a), Fla. Stat.

B. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

40. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

41. ☐ ~~**KEY PERSONNEL**. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

☒ **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

42. ☐ ~~**ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.~~

☒ **ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.

43. **ASSIGNMENT**. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

44. **SECURITY**. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment

verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

45. ■ **SAFETY**. All Contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

(Intentionally left blank -signature page to follow)

IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

MP Predictive Technologies, Inc.
Contractor

By: _____

Contractor's Witnesses:

_____
Contractor's First Witness Signature

Albani Pereira
↑Type/print witness name↑

_____
Contractor's Second Witness Signature

Gracyn Best
↑Type/print witness name↑

FLOR PEREIRA VICE-PRESIDENT
↑Type/print signature and title↑

Approved as to Form and Legality:

_____
County Attorney

_____
Print Name

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Exhibit A

Scope of Services

☒ following this page (pages 1 through 7)

☐ this exhibit is not applicable

ITB # 22-8056
"High/Medium Voltage Electrical Services"
Exhibit A
Scope of Services

This Agreement is awarded to multiple Contractors to provide high/medium voltage services, including on-call urgent services, regardless of location, for a wide range of projects as may be requested by the County.

The table below contains examples of the present facilities that will require industrial electrical services. Florida Power and Light is currently the predominant electrical supplier for the County, with a limited area in the growing Northeast serviced by Lee County Electric Cooperative, Inc. This list is not all-inclusive and is provided for reference only.

Example Plant Facilities Table		
Description	Max Fault Protection (amp)	Voltage/Phase
Irrigation Quality Pump Stations	2000	480 / 3
Wastewater Pump Stations	2000	480 / 3
North County Water Reclamation Facility	4000	480 / 3
South County Water Reclamation Facility	4000	480 / 3
Golden Gate Water Reclamation Facility	2000	480 / 3
Orange Tree Waste Reclamation Facility	2000	480 / 3
Northeast Waste Reclamation Facility	2000	480 / 3
Northeast Water Plant	600	13,200 / 3
North Water Plant	1000	13,200 / 3
South Water Plant	800	13,200 / 3
Water Pump Stations	2000	480 / 3

Section A. Services and Minimum Qualifications

Services and Contractor qualifications shall include, but not be limited to, the following:

1. **Power Distribution Maintenance**
   a. The Contractor must have knowledge, skills, and the ability to construct, maintain, diagnose, and repair industrial plant electrical power components.
   b. These components and equipment will include but shall not be limited to: High and Medium Voltage (4160V – 13.2 kV) – delta or wye systems, transformers, switching gear, motor starters and panels, protective devices, and many other similar devices.

2. **Inspections and Testing**
   a. The Contractor must have the experience to identify and communicate to the appropriate County staff any issues that could cause a disruption in the function of the equipment when performing inspections and tests.
   b. The Contractor must have the knowledge and experience to perform the proper inspections and tests that will ensure the County equipment functions properly and complies with all electrical codes and standards.
   c. The Contractor shall place a label on all devices tested with the date of the test, company name, and results.

3. **Troubleshooting & Diagnostic Testing**
   a. The Contractor must have the experience to complete diagnostic testing that shall include but is not limited

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to power monitoring, harmonic analysis, short circuit studies, grounding studies, insulation testing, and fault analysis.

b. The Contractor must be capable of quick and efficient troubleshooting electrical problems when a component fails to work due to a loss of power.

4. **Maintenance and Repair**
   a. The Contractor must have the experience and ability to complete preventative, predictive, and corrective electrical maintenance on equipment ranging in voltage from 480V to 13.2 kV.

5. **Rehabilitation of systems and equipment**
   a. The Contractor must have experience in successful rehabilitation projects as they relate to this Scope of Work. The Contractor must have the ability and resources to complete rehabilitation projects on time and within budget.

6. **Other Testing & Inspections**
   a. The Contractor may be required to provide, either directly or through the use of a subcontractor, inspection and testing services by a certified representative on an as-needed basis, such as:

- **Pad Mounted Transformer Oil Testing** – The Contractor shall draw oil from all oil-filled transformers for ASTM Oil Transformer Analysis. These annual tests show any changes and help prevent unanticipated failures by allowing planning for replacements. The quote shall be per transformer and shall include labor, testing, and reports. The reports shall include historical data for graphing purposes.

- **Medium Voltage Vacuum Breaker Inspection and Testing** – The following inspection and testing shall be completed by the Contractor after the County has performed all switching and protective device settings. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. These inspections and testing shall follow the National Fire Protection Association's (NFPA) 70B – Electrical Equipment Maintenance and the International Electrical Testing Association – Maintenance Testing Specifications.

  - Visual and Mechanical Inspection
    - Verify documentation of equipment nameplate data.
    - Inspect for physical damage.
    - Clean and lubricate the operating mechanism.
    - Vacuum the enclosure and clean the busbars
    - Inspect the breaker for cell alignment, anchorage, and grounding.
    - Verify the operating mechanism for alignment and clearances.
    - Inspect the contact wear and measurement of critical distances, such as the contact gap, in accordance with the manufacturer's recommendations.

  - Electrical Tests
    - Measure the contact resistance.
    - Trip the circuit breaker by operating the protective device.
    - Close and trip the breaker with the local control switch and verify trip, close, trip-free, and anti-pump functions.
    - Test the insulation resistance phase to ground, phase to phase, and across open contacts.
    - Test the vacuum bottle integrity on each phase in accordance with the manufacturer's recommendations.
    - Test the insulation resistance. (This test shall not be performed on control wiring connected to solid-state devices).
    - Test minimum pickup voltage on the trip and close coils.

  - Equipment
    - Breakers will range from 480V up to 13.2kV

- **Protective Relays Inspection & Testing for Medium Voltage** – The following inspections and testing shall be completed by the Contractor after the County has performed all switching and protective device settings. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. These inspections and testing shall follow the NFPA 70B – Electrical Equipment Maintenance and the International Electrical Testing Associations – Maintenance Testing Specifications.

  - Visual and Mechanical Inspection
    - Verify documentation of equipment nameplate data.
    - Inspect for physical damage.
    - Inspect for the presence of foreign material, moisture, corrosion, condition of spiral spring, and disc clearance on the electromechanical relays.
    - Verify the tightness of case connections.
    - Inspect the gasket for the correct gasket seal.
    - Inspect shoring hardware, connection paddles, and/or knife switches.
    - Remove any foreign material from the case.
    - Verify target reset.
    - Clean cover glass and relay components as required.
    - Verify the freedom of movement, proper travel, alignment on electro-mechanical relays, and tightness of mounting hardware and tap screws.
    - Inspect bearing and/or pivots.
    - Burnish contacts.
    - Set relays in accordance with County requirements.

  - Electrical Tests
    - Test the pickup parameters on each operating element.
    - Test the timing at three (3) points on-time characteristic curve.
    - Test the pickup target and seal-in units, as applicable.
    - Test the insulation resistance on each circuit branch to frame on only electro-mechanical relays.
    - Verify that each of the relay contacts operates its associated device only if permitted by Plant Operators.

- **Grounding & Ground Resistance Testing** - As required, the Contractor shall provide ground resistance testing using the "Fall-Of-Potential" method and any other ground resistance testing requested by the County because of environmental deterioration such as lightning and corrosion damage, low water tables, and/or additions and improvements to the electrical systems to verify the ground sufficiency and meeting the required codes. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. **The quantity and type of gear may change as a result of upgrades to the facility.**

7. **Thermography Inspections**

a. The Contractor may be required to provide, either directly or through a subcontractor, Thermography Inspections of the electrical distribution system, identifying equipment and connections operating above "normal" temperatures. "Normal" operating temperatures are defined in terms of rising above ambient temperature.

- A technician completing this work must be a Certified Thermographer with a minimum of three (3) years conducting infrared inspections and two (2) years of experience in the electrical trade.

- The Contractor will be required to create a log with the time of day the inspection was made, a description of the equipment, and notes as to whether a problem was found or not. Two (2) copies of a report showing the hot spots located shall be provided to the County after the inspection is completed. The report shall include recommendations for repairs, images, and tables showing what was found. The Contractor shall place a label on all devices tested with the date of test, company name, and results. For each Thermal problem, the date and time, estimated temperature, and the perceived severity or priority

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of the problem shall be reported. Two (2) images shall be provided for each problem, one color image showing the variation in temperatures and the other color image showing the piece of equipment. The severity of the thermal concern shall be identified as (1) "immediate", (2) "next shutdown", or (3) "as time permits". A proposed report format and inspection log shall be submitted with the quotation.

Section B. Procedures for Distribution of Work

All awarded Contractors are expected to submit quotes for each Request for Quotation that will be issued under the resultant contract, for the duration of the contract. Repeatedly failing to submit a quote, when requested, may result in the removal of the awardee from the contract pool.

Quotes will be requested for each project. The procedure to be followed will be determined by the value of the project.

For all projects with a value **up to $1,000,000**, the procedure for obtaining quotes from the awarded Contractors is outlined below:

1. A Summary of Work and a Request for Quotation will be sent to all the selected Contractors, along with any applicable project plans and technical specifications. Completion time and the collection of liquidated damages may be specified in the Request for Quotation.

2. The County's Project Manager will set the required response time for each project, but the Contractors will be given a minimum of ten (10) business days to provide a quote. Other projects may require a longer quoting period to allow for proper coordination. This period may also include a pre-bid meeting.

3. The County may negotiate terms and conditions of the Scope of Work.

4. The County's Project Manager will review all quotes received by the given due date and may negotiate with the Contractor who submits the lowest quote, if outside the budget.

5. **Payment and Performance Bonds will be required for projects over $200,000** and shall be provided within ten (10) business days after notification of intent to award.

6. Contractor will commence work upon the County's issuance of a Notice to Proceed and Purchase Order. The Contractor agrees that any Purchase Order that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or termination of work.

7. **Any project over $500,000 will require further Board approval.**

The County reserves the right to waive any or all of these requirements if in the best interest of the County and to separately solicit any job.

Projects exceeding the $1,000,000 threshold will be formally solicited.

The Contractor will be compensated for lump sum, unit price, and/or time and material (T&M) work, as applicable, including material and subcontractor markup.

All T&M work will utilize a fee schedule – **Exhibit B** of the Agreement. **Markup for subcontractors shall not exceed 15%. The markup for parts/materials and rental equipment shall not exceed 10%.**

For all T&M work, Contractor(s) shall be required to provide backup documentation of Contractor's time and proof of the subcontractor services with submission of invoice. Equipment or parts/materials with a single item amount of $500.00 or more shall require the Contractor to provide backup documentation. For all rental equipment, a copy of the rental receipt must be provided with the Contractor's invoice.

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Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed. Mark-ups will not be allowed on shipping, freight, sales tax, consumer fees or taxes, use and other similar taxes or fees associated with any work under the resultant contract. All shipping or freight charges must have backup documentation.

Section C. Non-Urgent Work

Work will be performed during normal business hours, Monday through Friday, 7:00 AM to 5:00 PM, excluding County observed holidays. In some cases, work may be required after-hours and weekends. Project schedule shall be approved by the County's Project Manager.

Section D. On-Call Urgent Work

Urgent work shall be defined as any work that is not scheduled. 24-hour availability is needed to complete on-call urgent work. Urgent work will be completed on a rotating schedule with one (1) Contractor designated for a one (1) week period. Each awarded Contractor shall supply all County divisions/departments utilizing this contract with a minimum of two (2) twenty-four (24) hour urgent contact phone numbers. All Contractors must participate in the urgent work rotation, which will be equally divided. The County Project Manager or designee will manage and maintain rotation schedules such that a minimum of six (6) months of future equitable assignments are accessible to all Contractors awarded.

Urgent calls for assistance must be responded to with the Contractor's Journeyman on-site within three (3) hours to evaluate the job. Within five (5) hours of the request for assistance, the Contractor shall have appropriate crew, equipment, and, if necessary, Maintenance of Traffic set up. Additional time may be approved by the County in writing. Should a Contractor fail to respond to an urgent call the next Contractor in rotation shall be contacted. Any failure to provide coverage by a Contractor may be subject to termination.

All urgent work will be billed in accordance with the T&M fee schedule.

Section E. General Requirements

1. At a minimum, the awarded Contractor(s) must assign a licensed Journeymen Electrician on site during any work performed. When requested by the County, a Florida-licensed Master Electrician shall be made available to assist in any issue that may arise. The Contractor's employees performing electrical maintenance service shall have experience in high/medium voltage, as warranted.

2. The Contractor and all employees providing services under this agreement shall comply with all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to:

   - National Electric Code (NEC)
   - National Fire Protection Association (NFPA) 70E High Voltage
   - Institute of Electrical and Electronics Engineers (IEEE) PC57.13.2
   - Occupational Safety and Health Standards (OSHA)
   - Any other related and/or required federal, state, and local regulations to complete the work in a professional manner.

3. Equipment/Parts/Materials:

   All equipment and parts provided and installed by the Contractor under the awarded contract shall be new, free of defects, and may require County approval prior to installation. At a minimum, replacement parts and/or maintenance materials shall be based on the manufacturer's recommendations. The County reserves the right to supply parts and materials for selected projects and repairs.

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The Contractor shall, under no circumstances, remove any equipment containing a County asset sticker, without written authorization from County staff. The Contractor(s) shall request that, when replacing equipment, the asset sticker be removed by an appropriate County staff member authorized to adjust equipment inventory records.

4. Reporting:

   The Contractor shall submit a full report to the County on the work that was performed, including, but not limited to: inspections, diagnostic testing, troubleshooting, repairs, new installations, and/or maintenance. Final payment may be delayed until the County is in receipt of all requested reporting documents.

5. Permits:

   The Contractor shall be responsible for permit submissions unless otherwise instructed by the County. Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. Permit fees will be reimbursed at cost, no markup shall be allowed. Supporting documentation showing the fee paid must be included with the Contractor's invoice.

6. Safety:

   Barrier and Lights – During the progress of the work, the Contractor shall place and maintain, at all times, such barriers and lights that will effectively prevent accidents and keep personnel from entering the work area.

   Maintenance of Traffic Plans (MOT) – When staging areas are close to the street or in the traffic areas, an MOT shall be prepared and conform to the latest edition of the Florida Department of Transportation (FDOT) Design Standards, 600 series, and The Manual on Uniform Traffic Control Devices (MUTCD). The Contractor is authorized to subcontract MOT. It is required that either the Contractor or the subcontractor have current FDOT-approved MOT or Temporary Traffic Control, Intermediate Level, Certification per FDOT, Design Standards, 600 series indexes. The Contractor or subcontractor shall have current FDOT-approved certification in their name.

   Personal Protective Equipment (PPE) – All personnel shall use proper PPE while work is being performed and must follow all NFPA 70E requirements.

   Safety Issue Response - The County reserves the right to stop work for any safety concerns observed by any County employee.

7. Facility Security:

   The Contractor shall comply with the Department's security guidelines on facility security policies, this may include additional policies and procedures for work to be performed at the Collier County Sherriff's Office. Violations of these rules could, at a minimum, result in the termination of the awarded Contract.

   The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, the Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state, and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications, and other related records. The Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

   All the Contractor's employees and subcontractors must always wear Collier County Government

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Identification badges while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon the award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

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Exhibit B

Fee Schedule

☒ following this page (pages 1 through 1)

☐ this exhibit is not applicable

Invitation for Qualifications (IFQ) #22-8056
"HIGH/MEDIUM VOLTAGE ELECTRICAL SERVICE"
EXHIBIT B
FEE SCHEDULE

MP Predictive Technologies Inc

Item	Description	Hourly Rate
1	Master Electrician	$ 165.00
2	Supervisor	$ 165.00
3	Journeyman Electrician	$ 150.00
4	Apprentice Electrician	$ 120.00
5	Helper	$ 115.00
6	General Laborer	$ 100.00
7	Ditch Witch - *Upon arrival at site*	
8	40 Foot Crane with Operator	$ 330.63
9	50 Foot Crane with Operator	$ 359.38
10	40 Foot Bucket Truck with Operator	$ -
11	80 Foot Bucket Truck with Operator	$ -

Mark-Ups	
Percentage of Mark-Up for Actual Cost of Parts/Materials	10%
Percentage of Mark-Up for Rented Equipment	10%
Percentage of Mark-Up for Subcontractor	15%

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Exhibit B-1 Public Payment Bond

(Template to follow this page.)

EXHIBIT B – 1: PUBLIC PAYMENT BOND

Bond No. _____ Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal/Contractor, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to Collier County Board of County Commissioners as Oblige in the sum of _____ ($_____), this includes allowance for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _ day of _____, 20___ with Oblige for _____ (Project) in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect sureties' obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.0592. In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____day of _____, 20___, the name of undersigned representative, pursuant to authority of its governing body.

CAO

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR:

_____
Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

SURETY:

_____
Authorized Signature

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

OR POWER OF ATTORNEY IN FACT

CIO

_____
As Attorney in Fact Signature
(Attach Power of Attorney

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

Name: _____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

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Exhibit B-2 Public Performance Bond

(Template to follow this page.)

EXHIBIT B – 2: PUBLIC PERFORMANCE BOND

Bond No. _____ Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal/Contractor, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to Collier County Board of County Commissioners as Oblige in the sum of _____ ($_____), in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs, and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise, it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20 ____, the name of each party being affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CAO

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR:

_____
Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)
_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

SURETY:

_____
Authorized Signature

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)
_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

CAO

Exhibit C Release and Affidavit Form

(Template to follow this page.)

EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (_____)
STATE OF (_____)

Before me, the undersigned authority, personally appeared _____who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

_____
Contractor's Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)

Notary Public, State of _____
Commission No.: _____

CAO

Exhibit D-1 Application for Payment Form

(Template to follow this page.)

EXHIBIT D-1
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @5% through [Insert Date]	$	Retainage @ 5% through [Insert date]	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

CAO

Exhibit D-2 Schedule of Values Form

(Template to follow this page.)

Exhibit D-2
Schedule of Values

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE*	SINCE DATE								

* The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happended since the change in retainage.

[2024_ver.1]

D-3 Stored Materials Record Form

(Template to follow this page.)

Exhibit D-3
Stored Materials Record

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE:
PERIOD TO: _____

DATE	DESCRIPTION	SUPPLIER	INVOICE NUMBER	PREVIOUSLY RECORDED (A)	RECEIVED THIS PERIOD (B)	PREVIOUSLY INSTALLED (C)	INSTALLED THIS PERIOD (D)	BALANCE TO INSTALL (E)

Balance to Install (E) is calculated by: Previously Recorded (A) + Received this Period (B) - Previously Installed (C) - Installed this Period (D).

[2024_ver.1]

CAO

Exhibit D-4 Cash Flow Projection Form

(Template to follow this page.)

EXHIBIT D-4 CASH FLOW PROJECTION

Project Name:			Project #:		
Scheduled Value Date*:		Item #	Description & Quantities	Allowance $	Grand Totals
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
	Total				

*Projected Date for construction/installation of designated Item #.

CAO

[2024_ver.1]

Exhibit E-1 Change Order

(Template to follow this page.)

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Select One: ☐ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: **Division Name:**

Original Contract/Work Order Amount			**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount			**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount			**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change		0.00%	**Total % Change from Original Amount**
Revised Contract/Work Order Total	$0.00	0.00%	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	$0.00	0.00%	**% Change from Current Amount**

Notice to Proceed Date **Original NTP # of Days** **Original Final Completion Date** **Last Final Approved Date**

# of Days Added **Revised Final Date** (includes this change) **Current Substantial Completion Date** (if applicable)

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☐ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) Detail of change/s to be made through this Change Order.

2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.

3.) Explain why this change was not included in the original contract/Work Order.

4.) Describe the impact if this change is not processed.

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Change Order/Amendment Summary

(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	

☐ Check here if additional summary page/s are attached to this Change Order

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: _____ Date: _____
Signature-**Division Project Manager**

_____
Printed Name

Accepted by: _____ Date: _____
Signature- **Design/Engineer Professional** (if applicable)

_____
Printed Name/Title/Company Name

Accepted by: _____ Date: _____
Signature- **Contractor/Consultant/Vendor**

_____
Printed Name/Title/ Company Name

Approved by: _____ Date: _____
Signature-**Division Manager or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Director or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Administrator or Designee** ***(Optional)***

_____
Printed Name

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ____ CHO Request # ☐

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ☐ **Administrative-BCC Report** ☐ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

Exhibit E-2 Work Directive

(Template to follow this page.)

EXHIBIT E-2
WORK DIRECTIVE CHANGE

PROJECT NAME: **CHANGE #**

DATE OF ISSUANCE: **EFFECTIVE DATE:**

OWNER: Collier County Board of Commissioners **PROJECT#:**

CONTRACTOR: **ENGINEER:**

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments:

If a claim is made that the above change(s) have affected Contract amount or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract amount:
☐ Unit Prices
☐ Lump Sum
☐ Other

A not-to-exceed itemized estimated increase (decrease) in Contract amount:
$

Method of determining change in Contract Times:
☐ CONTRACTOR's records
☐ Engineer's record
☐ Other

Estimated change in Contract Time:

Increase or decrease by calendar days.

RECOMMENDED:

By:

Engineer/Design Professional

AUTHORIZED:

By:

Owner's Representative

CAO

Exhibit F-1 Certificate of Substantial Completion

(Template to follow this page.)

EXHIBIT F-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

_____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

_____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

CAO

This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the final punch list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion and Contractor shall provide Owner with written notice that all punch list items have been completed.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

_____ The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__ and will submit within five calendar days, an approved pay application to bccapclerk@collierclerk.com. The pay application will include regular schedule of value scope work to be billed and all work to be billed for all change orders.

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

CAO

Exhibit F-2 Certificate of Final Completion

(Template to follow this page.)

EXHIBIT F-2

CERTIFICATE OF FINAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Final completion applies to all Work under the Contract documents. The warranty in Exhibit G-2 is attached to and made a part of this Certificate.

To _____
OWNER

And
To _____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

_____
DATE OF FINAL COMPLETION

CAO

Intentionally left blank

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Final Substantial on this _____, 20__ .

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Final Substantial on this _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

CAO

Exhibit F-3 Punch List Form

(Template to follow this page.)

EXHIBIT F-3 PUNCH LIST FORM

Item No.	Description	Value	Completion Date	Dated Approved by Owner
Subtotal x 150%				

CAO

Exhibit G-1 Final Payment Checklist

(Template to follow this page.)

EXHIBIT G-1: FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ PO No._____ Date: _____
Contractor: _____

The following items have been secured by the _____for the Project known as _____and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Date of Substantial Completion: _____
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
☐	☐	1.	All Punch List items completed on _____
☐	☐	2.	Warranties and Guarantees assigned to Owner (attach to this form).
☐	☐	3.	Effective date of General one year warranty from Contractor is: _____
☐	☐	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
☐	☐	5.	As-Built drawings obtained and dated: _____
☐	☐	6.	Owner personnel trained on system and equipment operation.
☐		7.	Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
☐	☐	8.	Certificate of Substantial Completion issued on _____
☐	☐	9.	Final Payment Application and Affidavits received from Contractor on: _____
☐	☐	10.	Consent of Surety received on _____
☐	☐	11.	Operating Department personnel notified Project is in operating phase.
☐	☐	12.	All Spare Parts or Special Tools provided to Owner: _____ _____
☐	☐	13.	Finished Floor Elevation Certificate provided to Owner: _____ _____
☐	☐	14.	Other: _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

Executed by Design Professional on _____, 20_____.

_____ _____
Signature of Design Professional Type Name and Title

Executed by Contractor on _____, 20_____.

_____ _____
Signature of Contractor Type Name and Title

Executed by Owner on _____, 20_____.

_____ _____
Signature of Owner Type Name and Title

CAO

Exhibit G-2 – Warranty

(Template to follow this page.)

EXHIBIT G-2

WARRANTY

In consideration of ten dollars, ($10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

_____

Date of Substantial Completion:

_____

Name and Address of CONTRACTOR:

_____

_____

_____

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF SUBSTANTIAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes,* Chapter 95, *et seq.*

CONTRACTOR:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name Printed and Title	Name Printed

CAO

Exhibit H

☐ this exhibit is not applicable

Other Exhibit/Attachment

Description: Federal Emergency Management Agency Public Assistance Provisions

☒ following this page (pages 1 through 11)

☐ this exhibit is not applicable

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component, and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
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number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

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FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name MP Predictive Technologies Inc.

Date 8/17/23

Authorized Signature

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR
MP Predictive Technologies inc.

By: _____
Signature

Albani Pereira Business Development manager.
Name and Title

9157 Boggy Creek Rd Ste 1
Street Address

Orlando, FL 32824
City, State, Zip

MVM4ER9AAV11
UEI Unique Entity Identifier (for SAM.gov verification)

8/17/23
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either provde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
MP Predictive Technologies	83-0926717	

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN Y (N) DBE? Y (N) MBE? Y (N) WBE? Y (N) SDB 8A? Y (N)	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? (Y) N CONSULTATION? (Y) N OTHER? Y N
IS THIS SUBMISSION A REVISION?	Y (N)	IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Albani Pereira	02/19/24	Business Development manager
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
apereira@mpp-technologies.com	904-707-7510	

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (ITB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

CAO

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

MP Predictive Technologies Inc.
Contractor (Firm Name)

Signature of Contractor's Authorized Official

Albani Pereira Business Development Manager.
Name and Title of Contractor's Authorized Official

8/17/23
Date

CAO

MULTI-CONTRACTOR AWARD AGREEMENT

#22-8056

for

"High/Medium Voltage Electrical Services"

THIS AGREEMENT, made and entered into on this _____ day of _____ 20___, by and between Electrical Engineering Enterprises, Inc., authorized to do business in the State of Florida, whose business address is 5316 E Henry Avenue, Tampa, FL 33610, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County" or "Owner"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a three (3) year period, commencing ■ upon the date of Board approval; ~~or ☐ on _____~~, and terminating three (3) year(s) from that date or until all outstanding ■ Purchase Order(s) ■ Work Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

   The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

   The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES**. The Contractor shall commence the work upon issuance of a ■Purchase Order ■Notice to Proceed.

3. **STATEMENT OF WORK**. The Contractor shall provide services in accordance with the terms and conditions of ~~☐ Request for Proposal (RFP) ☐ Invitation to Bid (ITB)~~ ■ Other: Invitation for Qualifications (IFQ) # 22-8056, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

   ■ The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

   3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in

compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

3.3 ■ The procedure for obtaining Work under this Agreement is outlined in **Exhibit A – Scope of Services** attached hereto.

~~☐ The procedure for obtaining Work under this Agreement is outlined in ☐ Other Exhibit/Attachment: _____.~~

3.4 ■ The County reserves the right to specify in each Request for Quotations: the period of completion; collection of liquidated damages in the event of late completion; and the Price Methodology selected in 4.1.

4. **THE AGREEMENT SUM**.

~~☐ The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".~~

■ The County shall pay the Contractor for the performance of this Agreement based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and pursuant to the Price Methodology in Section 4.1. ■ Contractor's quoted prices shall be based on **Exhibit B- Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

~~☐ The County shall pay the Contractor for the performance of this Agreement an estimated maximum amount of _____($_____), per County fiscal year, based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and the Price Methodology as defined in Section 4.1. ☐ Contractor's quoted prices shall be based on **Exhibit B- Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".~~

4.1 **Price Methodology (as selected below):**

■ **Lump Sum** (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

☒ **Time and Materials**: The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

☒ **Unit Price**: The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

~~4.5 ☐ **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.~~

~~Reimbursements shall be at the following rates:~~

~~Mileage~~	~~$0.44.5 per mile~~
~~Breakfast~~	~~$6.00~~
~~Lunch~~	~~$11.00~~
~~Dinner~~	~~$19.00~~
~~Airfare~~	~~Actual ticket cost limited to tourist or coach class fare~~
~~Rental car~~	~~Actual rental cost limited to compact or standard-size vehicles~~
~~Lodging~~	~~Actual cost of lodging at single occupancy rate with a cap of no more than $150.00 per night~~
~~Parking~~	~~Actual cost of parking~~
~~Taxi or Airport Limousine~~	~~Actual cost of either taxi or airport limousine~~

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name:	Electrical Engineering Enterprises, Inc.
Address:	5316 E Henry Ave
	Tampa, FL 33610
Authorized Agent:	Christopher Steele
Attention Name & Title:	President
Telephone:	813-740-9601
E-Mail(s):	steele@electeng.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Director:	Robert VonHolle
Division Name:	Wastewater Collections
Address:	6027 Shirley Street
	Naples, FL 34109
Administrative Agent/PM:	Donna Deeter
Telephone:	239-252-2622
E-Mail(s):	Donna.Deeter@colliercountyfl.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP**. Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

8. **PERMITS: LICENSES: TAXES**. In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

    A. ■ **Commercial General Liability:** Coverage shall have minimum limits of $2,000,000 Per Occurrence, $3,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
    B. ■ **Business Auto Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

    C. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $ 1,000,000 for each accident.

D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $_____ each claim and aggregate.

E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $_____ per claim.

F. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.

G. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.

H. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Wastewater Collections Division.

15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ■ Exhibit A Scope of Services, ■ Exhibit B Fee Schedule, ☐ ~~RFP~~/ ☐ ~~ITB~~/■ Other IFQ - Invitation for Qualifications #22-8056, including Exhibits, Attachments and Addenda/Addendum, ■ subsequent quotes and corresponding contract documents, Exhibit B-1 Public Payment Bond, ■ Exhibit B-2 Public Performance Bond, ■ Exhibit C Release and Affidavit Form, ■ Exhibit D-1 Application for Payment Form, ■ Exhibit D-2 Schedule of Values Form ■ Exhibit D-3 Stored Materials Record Form ■ Exhibit D-4 Cash Flow Projection Form ■ Exhibit E-1 Change Order ■ Exhibit E-2 Work Directive ■ Exhibit F-1 Certificate of Substantial Completion ■ Exhibit F-2 Certificate of Final Completion ■ Exhibit F-3 Punch List Form ■ Exhibit G-1 Final Payment Checklist ■ Exhibit G-2 - Warranty, and ■ Other Exhibit H/Attachment: FEMA Provisions.

17. **APPLICABILITY.** Only the sections corresponding to any checked box (☐) will apply to this Agreement.

18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting

bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.

20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the requirements set forth in Florida Statute, §448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communications, Government and Public Affairs Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein

shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.

22. ■ **BONDS**.

A. When a construction project is in excess of $200,000, the Contractor(s) shall be required to provide Payment and Performance Bonds.

B. When required by Owner, the Contractor shall furnish a Performance and/or Payment Bond prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party(ies) providing labor and/or materials in connection with each construction or renovation project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "B-1" and Exhibit "B-2".

C. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Florida, terminates or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

23. ■ **LIQUIDATED DAMAGES**. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the Owner. Contractor shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor.

The Work shall be substantially completed within the time specified in the Request for Quotation/Scope of Work. Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Exhibit F-3 Punch List. Substantial Completion includes, but is not limited to, the following occurring: (1) the Work can be safely utilized for the purposes for which it was intended; (2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, (3) all operational testing has successfully occurred; (4) all required training has successfully occurred; (5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by the Contractor and accepted by the Owner, and permit acceptance by permitting agencies, if applicable, Exhibit F-1.

Owner and Contractor recognize that since time is of the essence for any work under this Agreement, Owner will suffer financial loss if the Work is not substantially completed within the time specified in the Request for Quotation. Should Contractor fail to substantially complete the Work within the specified time period, Owner shall be entitled to assess as liquidated damages, but not as a penalty, the amount specified in the Request for Quotation/Scope of Work for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially completed on the date the Owner issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

The Work shall reach Final Completion and be ready for final acceptance by Owner as established in the Request for Quotation. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. Final Acceptance shall mean acceptance of the Work by the Owner as evidenced by the signature of the Project Manager or Design Professional upon the Certificate of Final Completion Form Exhibit F-2. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List form, Exhibit F-3.

When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. For all contracts, the Owner will count default days in calendar days.

24. ▣ **PAYMENTS**. Generally, the Contractor will be paid upon completion; however, for Work in excess of thirty (30) days, the Contractor may request to receive Progress Payments. Subsequent to the first payment, Contractor must provide Owner with a fully executed Release and Affidavit in the form attached hereto as Exhibit C as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing, and in substantially the form attached hereto as Exhibit D-1. The process for submitting applications for Progress Payments is set forth below:

24.1 Progress Payments: At least ten (10) days prior to submitting a monthly Application for Payment, the Contractor shall submit to the Project Manager a final schedule of values and "cash flow projection" that establishes the projected date for the construction/installation for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. The Schedule of Values shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for the Contractor's monthly progress payments during construction. Further, it shall include the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval.

Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values Exhibit D-2. The Contractor shall not submit an unbalanced schedule of values which provides for overpayment to the Contractor on

activities that would be performed first. The schedule of values shall be revised and resubmitted until acceptable to the Project Manager. Once the schedule has been accepted by the Project Manager, the Owner reserves the right (at its option) throughout the Contract to require that the Contractor honor a particular price contained in the schedule of values, if the activity pertaining to it is being deleted or modified. Upon approval of the schedule of values by the Project Manager, it shall be incorporated into the form of Application for Payment attached to the Agreement as Exhibit D-1 and shall be used as the basis for the Contractor's monthly Applications for Payment. The schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative.

24.2 The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date, and monthly thereafter, but not more often than once a month or prior to substantial completion being met. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

24.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record form attached hereto and made a part hereof as Exhibit D-3.

24.4 The cash flow projection shall be a fixed monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month (as established by the Contractor in the cash flow projection form it submits), then the Contractor may be barred from bidding other County projects until the value of Work in place is corrected and within ninety-five (95%) of the projected value. (See attached Exhibit D-4, Cash Flow Projection form).

24.5 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). Within twenty (20) business days after the date of each Application for Payment is stamped as received, and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with Section 218.735, F.S. and the terms of the Contract Documents.

24.6 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

24.7 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

24.8 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

24.9 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor, or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

24.10 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for Project Manager's review and approval, a detailed Cash Flow Projection, which shall be updated as necessary and approved by Owner to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in Exhibit D-4, Cash Flow Projection.

24.11 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

24.12 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted.

Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

24.13 The Owner may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The Owner may not accept any additional surcharges (credit card transaction fees) as a result of using the Owner's credit card for transactions relating to this agreement.

25. **PAYMENTS WITHHELD**. Owner may decline to approve any application for payment, or portions thereof, because of defective or incomplete work, outstanding punch list items, subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due to Contractor under this Agreement or any other Agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable fling of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents by the Contractor.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other Agreement between Contractor and Owner. In instances where the Contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the Contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the Contractor for services performed or for materials delivered in association with a contract.

If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

26. **SUBMITTALS AND SUBSTITUTIONS**. Any substitution of products/materials from specifications shall be approved in writing by Owner in advance. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute. Contractor shall submit all

such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

27. ■ **CONTRACT TIME AND TIME EXTENSIONS**.

A. Time is of the essence in the performance of any Work under this Agreement and Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and contractors.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

28. ■ **CHANGES IN THE WORK**. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner in the form of a Work Directive, Exhibit E-2, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

A Change Order in the form attached as Exhibit "E-1" to this Agreement, shall be issued and executed promptly after an Agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly

executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

29. ■ **CLEAN UP**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean.

30. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

31. ■ **TESTS AND INSPECTIONS**. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

32. ■ **PROTECTION OF WORK**.

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

33. **EMERGENCIES**. In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

34. ■ **COMPLETION**.

Substantial Completion and Development of the Punch List

34.1 Substantial Completion is as defined in this Agreement. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request the Contractor must:

a) Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports test logs, operational manuals, etc.) have been provided by Contractor and accepted by Owner.

b) Prepare a Contractor-generated punch list (i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, for submission with the request for inspection and issuance of a certificate of Substantial Completion), which shall include and list separately the estimated cost to complete each remaining unfinished item included on the list with an explanation as to the basis for those costs, substantiated by the Schedule of Values, subject to the Owner's final review and approval as stated below.

c) Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, if any, and other Owner personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

1. The Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the Work with the Professional (if any), other Owner personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated punch list. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other Owner representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final

document (Exhibit F-3 Punch List Form). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated below.

2. If upon completion of the inspection(s) the Owner does not consider the Project Substantially Complete, the Project Manager will notify the Contractor in writing giving reasons why the Project is not Substantially Complete.

3. If, upon completion of the inspection(s), the Owner considers the Project Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the Owner upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. The Certificate shall fix the date of Substantial Completion.

4. Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance, and operations are in place.

34.2 **Time Frames for Issuance of the Punch List**

(a) The Owner shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated punch list prior to the Substantial Completion inspection.

(b) For construction estimated to cost less than ten million dollars ($10,000,000.00), the Punch List must be finalized within thirty (30) Days after the Substantial Completion date.

(c) For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of the Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars ($10,000,000.00) or within forty-five (45) Days if it is estimated to cost more than ten million dollars ($10,000,000.00).

(d) If the development of the Punch List takes the full amount of time designated (or a portion thereof) and includes a tentative punch-list based upon the above dollar amount thresholds, the delivery of the Punch List of items shall be delivered by the Owner no later than five (5) business days thereafter. Within twenty (20) business days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance owed, that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. At the same time the Owner delivers the Punch List Contractor shall submit a payment application requesting that Owner pay the Contractor the remaining contract balance owed, including all retainage previously

held by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List.

(e) The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

(f) Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the Punch List. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

34.3 **Completion of Punch List Work and Release of Remaining Contract Balance**

(a) Upon completion of the Punch List Work, the Contractor shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the Owner's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and the Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is complete or not.

(b) If, upon completion of the inspection(s) the Owner does not consider the Punch List Work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List Work is not complete.

(c) Upon completion of all items on the Punch List, the Contractor may submit a Payment Request for the remaining amount withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by Owner (Exhibit F-2 Certificate of Final Completion).

(d) All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation of the Contractor.

(e) Warranty Items may not affect the final payment of retainage pursuant to Section 218.735(7)(f), Florida Statutes.

(f) If the Owner fails to comply with its responsibilities to assist in developing the Punch List within the time frame applicable to the Project (as described above), the

Contractor may submit a request for all remaining retainage withheld by the Owner. The Owner need not pay or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the Owner in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, the Owner does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Owner or Contractor.

34.4 **Final Completion**

(a) Upon written notice from the Contractor that the Project is complete, the Project Manager shall schedule a final inspection with the Contractor, the Design Professional, and any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.

(b) Final Completion of the Work shall be achieved by the Contractor when all the Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specifications section.

(c) After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion Exhibit F-2 for the Work.

34.5 **Application for Final Payment**

After the Certificate of Final Completion, Exhibit F-2 for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. As an explicit condition precedent to the accrual of Contractor's right to final payment, Contractor shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents, including but not limited to:

(1) Receipt of Contractor's Final Application for Payment.
(2) The Release and Affidavit in the form attached as Exhibit C.
(3) Consent of surety to final payment.
(4) Receipt of the Final Payment Check list, Exhibit G-1.
(5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Prior to release of final payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G-1.

34.6 **Approval of Final Payment**

(a) If, on the basis of the Project Manager's observations and review of Work during Construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing that the entire remaining balance is found to be due and payable to the Contractor and approve payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for final payment, in which case the Contractor will make the necessary corrections and resubmit the Application. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations.

(b) Contractor's acceptance of Final Payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment, the issuance of a Certificate of Substantial Completion, any payment by the Owner to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the Owner, the issuance of a Final Completion, any act of acceptance by the Owner, any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

36. ▣ **WARRANTY**. Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any subcontractor or material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified. Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.

Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after substantial completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of

written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Contractor, at Contractor's expense. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Contractor's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Contractor to correct the cited deficiencies shall be grounds for the Owner to disqualify the Contractor from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

37. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

38. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.

39. **DISPUTE RESOLUTION.**

A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payment matters and payment disputes upon submission of pay applications, which shall be addressed and resolved in accordance with Collier County Ordinance No. 2017-08, as amended, and governed by the time to commence and conclude payment dispute proceedings set forth in Section 218.76(2)(a), Fla. Stat.

B. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

40. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

41. ☐ ~~**KEY PERSONNEL**. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

☒ **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

42. ☐ ~~**ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.~~

☒ **ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.

43. **ASSIGNMENT**. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

44. **SECURITY**. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment

verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

45. ■ **SAFETY**. All Contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

(Intentionally left blank -signature page to follow)

IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____
(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Electrical Engineering Enterprises, Inc.
Contractor

By: Christopher A. S

Contractor's Witnesses:

Contractor's First Witness Signature

Trevor Saad
↑Type/print witness name↑

Contractor's Second Witness Signature

Joseph Cannella
↑Type/print witness name↑

Christopher A. Steele, President
↑Type/print signature and title↑

Approved as to Form and Legality:

_____
County Attorney

_____
Print Name

Exhibit A

Scope of Services

☒ following this page (pages 1 through 7)

☐ this exhibit is not applicable

ITB # 22-8056
"High/Medium Voltage Electrical Services"
Exhibit A
Scope of Services

This Agreement is awarded to multiple Contractors to provide high/medium voltage services, including on-call urgent services, regardless of location, for a wide range of projects as may be requested by the County.

The table below contains examples of the present facilities that will require industrial electrical services. Florida Power and Light is currently the predominant electrical supplier for the County, with a limited area in the growing Northeast serviced by Lee County Electric Cooperative, Inc. This list is not all-inclusive and is provided for reference only.

Example Plant Facilities Table		
Description	Max Fault Protection (amp)	Voltage/Phase
Irrigation Quality Pump Stations	2000	480 / 3
Wastewater Pump Stations	2000	480 / 3
North County Water Reclamation Facility	4000	480 / 3
South County Water Reclamation Facility	4000	480 / 3
Golden Gate Water Reclamation Facility	2000	480 / 3
Orange Tree Waste Reclamation Facility	2000	480 / 3
Northeast Waste Reclamation Facility	2000	480 / 3
Northeast Water Plant	600	13,200 / 3
North Water Plant	1000	13,200 / 3
South Water Plant	800	13,200 / 3
Water Pump Stations	2000	480 / 3

Section A. Services and Minimum Qualifications

Services and Contractor qualifications shall include, but not be limited to, the following:

1. **Power Distribution Maintenance**
   a. The Contractor must have knowledge, skills, and the ability to construct, maintain, diagnose, and repair industrial plant electrical power components.
   b. These components and equipment will include but shall not be limited to: High and Medium Voltage (4160V – 13.2 kV) – delta or wye systems, transformers, switching gear, motor starters and panels, protective devices, and many other similar devices.

2. **Inspections and Testing**
   a. The Contractor must have the experience to identify and communicate to the appropriate County staff any issues that could cause a disruption in the function of the equipment when performing inspections and tests.
   b. The Contractor must have the knowledge and experience to perform the proper inspections and tests that will ensure the County equipment functions properly and complies with all electrical codes and standards.
   c. The Contractor shall place a label on all devices tested with the date of the test, company name, and results.

3. **Troubleshooting & Diagnostic Testing**
   a. The Contractor must have the experience to complete diagnostic testing that shall include but is not limited

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to power monitoring, harmonic analysis, short circuit studies, grounding studies, insulation testing, and fault analysis.

b. The Contractor must be capable of quick and efficient troubleshooting electrical problems when a component fails to work due to a loss of power.

4. **Maintenance and Repair**
   a. The Contractor must have the experience and ability to complete preventative, predictive, and corrective electrical maintenance on equipment ranging in voltage from 480V to 13.2 kV.

5. **Rehabilitation of systems and equipment**
   a. The Contractor must have experience in successful rehabilitation projects as they relate to this Scope of Work. The Contractor must have the ability and resources to complete rehabilitation projects on time and within budget.

6. **Other Testing & Inspections**
   a. The Contractor may be required to provide, either directly or through the use of a subcontractor, inspection and testing services by a certified representative on an as-needed basis, such as:

- **Pad Mounted Transformer Oil Testing** – The Contractor shall draw oil from all oil-filled transformers for ASTM Oil Transformer Analysis. These annual tests show any changes and help prevent unanticipated failures by allowing planning for replacements. The quote shall be per transformer and shall include labor, testing, and reports. The reports shall include historical data for graphing purposes.

- **Medium Voltage Vacuum Breaker Inspection and Testing** – The following inspection and testing shall be completed by the Contractor after the County has performed all switching and protective device settings. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. These inspections and testing shall follow the National Fire Protection Association's (NFPA) 70B – Electrical Equipment Maintenance and the International Electrical Testing Association – Maintenance Testing Specifications.

  - Visual and Mechanical Inspection
    - Verify documentation of equipment nameplate data.
    - Inspect for physical damage.
    - Clean and lubricate the operating mechanism.
    - Vacuum the enclosure and clean the busbars
    - Inspect the breaker for cell alignment, anchorage, and grounding.
    - Verify the operating mechanism for alignment and clearances.
    - Inspect the contact wear and measurement of critical distances, such as the contact gap, in accordance with the manufacturer's recommendations.

  - Electrical Tests
    - Measure the contact resistance.
    - Trip the circuit breaker by operating the protective device.
    - Close and trip the breaker with the local control switch and verify trip, close, trip-free, and anti-pump functions.
    - Test the insulation resistance phase to ground, phase to phase, and across open contacts.
    - Test the vacuum bottle integrity on each phase in accordance with the manufacturer's recommendations.
    - Test the insulation resistance. (This test shall not be performed on control wiring connected to solid-state devices).
    - Test minimum pickup voltage on the trip and close coils.

  - Equipment
    - Breakers will range from 480V up to 13.2kV

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- **Protective Relays Inspection & Testing for Medium Voltage** – The following inspections and testing shall be completed by the Contractor after the County has performed all switching and protective device settings. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. These inspections and testing shall follow the NFPA 70B – Electrical Equipment Maintenance and the International Electrical Testing Associations – Maintenance Testing Specifications.

  - Visual and Mechanical Inspection
    - Verify documentation of equipment nameplate data.
    - Inspect for physical damage.
    - Inspect for the presence of foreign material, moisture, corrosion, condition of spiral spring, and disc clearance on the electromechanical relays.
    - Verify the tightness of case connections.
    - Inspect the gasket for the correct gasket seal.
    - Inspect shoring hardware, connection paddles, and/or knife switches.
    - Remove any foreign material from the case.
    - Verify target reset.
    - Clean cover glass and relay components as required.
    - Verify the freedom of movement, proper travel, alignment on electro-mechanical relays, and tightness of mounting hardware and tap screws.
    - Inspect bearing and/or pivots.
    - Burnish contacts.
    - Set relays in accordance with County requirements.

  - Electrical Tests
    - Test the pickup parameters on each operating element.
    - Test the timing at three (3) points on-time characteristic curve.
    - Test the pickup target and seal-in units, as applicable.
    - Test the insulation resistance on each circuit branch to frame on only electro-mechanical relays.
    - Verify that each of the relay contacts operates its associated device only if permitted by Plant Operators.

- **Grounding & Ground Resistance Testing** - As required, the Contractor shall provide ground resistance testing using the "Fall-Of-Potential" method and any other ground resistance testing requested by the County because of environmental deterioration such as lightning and corrosion damage, low water tables, and/or additions and improvements to the electrical systems to verify the ground sufficiency and meeting the required codes. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. **The quantity and type of gear may change as a result of upgrades to the facility**.

7. **Thermography Inspections**

a. The Contractor may be required to provide, either directly or through a subcontractor, Thermography Inspections of the electrical distribution system, identifying equipment and connections operating above "normal" temperatures. "Normal" operating temperatures are defined in terms of rising above ambient temperature.

- A technician completing this work must be a Certified Thermographer with a minimum of three (3) years conducting infrared inspections and two (2) years of experience in the electrical trade.

- The Contractor will be required to create a log with the time of day the inspection was made, a description of the equipment, and notes as to whether a problem was found or not. Two (2) copies of a report showing the hot spots located shall be provided to the County after the inspection is completed. The report shall include recommendations for repairs, images, and tables showing what was found. The Contractor shall place a label on all devices tested with the date of test, company name, and results. For each Thermal problem, the date and time, estimated temperature, and the perceived severity or priority

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of the problem shall be reported. Two (2) images shall be provided for each problem, one color image showing the variation in temperatures and the other color image showing the piece of equipment. The severity of the thermal concern shall be identified as (1) "immediate", (2) "next shutdown", or (3) "as time permits". A proposed report format and inspection log shall be submitted with the quotation.

Section B. Procedures for Distribution of Work

All awarded Contractors are expected to submit quotes for each Request for Quotation that will be issued under the resultant contract, for the duration of the contract. Repeatedly failing to submit a quote, when requested, may result in the removal of the awardee from the contract pool.

Quotes will be requested for each project. The procedure to be followed will be determined by the value of the project.

For all projects with a value **up to $1,000,000**, the procedure for obtaining quotes from the awarded Contractors is outlined below:

1. A Summary of Work and a Request for Quotation will be sent to all the selected Contractors, along with any applicable project plans and technical specifications. Completion time and the collection of liquidated damages may be specified in the Request for Quotation.

2. The County's Project Manager will set the required response time for each project, but the Contractors will be given a minimum of ten (10) business days to provide a quote. Other projects may require a longer quoting period to allow for proper coordination. This period may also include a pre-bid meeting.

3. The County may negotiate terms and conditions of the Scope of Work.

4. The County's Project Manager will review all quotes received by the given due date and may negotiate with the Contractor who submits the lowest quote, if outside the budget.

5. **Payment and Performance Bonds will be required for projects over $200,000** and shall be provided within ten (10) business days after notification of intent to award.

6. Contractor will commence work upon the County's issuance of a Notice to Proceed and Purchase Order. The Contractor agrees that any Purchase Order that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or termination of work.

7. **Any project over $500,000 will require further Board approval.**

The County reserves the right to waive any or all of these requirements if in the best interest of the County and to separately solicit any job.

Projects exceeding the $1,000,000 threshold will be formally solicited.

The Contractor will be compensated for lump sum, unit price, and/or time and material (T&M) work, as applicable, including material and subcontractor markup.

All T&M work will utilize a fee schedule – **Exhibit B** of the Agreement. **Markup for subcontractors shall not exceed 15%. The markup for parts/materials and rental equipment shall not exceed 10%.**

For all T&M work, Contractor(s) shall be required to provide backup documentation of Contractor's time and proof of the subcontractor services with submission of invoice. Equipment or parts/materials with a single item amount of $500.00 or more shall require the Contractor to provide backup documentation. For all rental equipment, a copy of the rental receipt must be provided with the Contractor's invoice.

CAO

Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed. Mark-ups will not be allowed on shipping, freight, sales tax, consumer fees or taxes, use and other similar taxes or fees associated with any work under the resultant contract. All shipping or freight charges must have backup documentation.

Section C. Non-Urgent Work

Work will be performed during normal business hours, Monday through Friday, 7:00 AM to 5:00 PM, excluding County observed holidays. In some cases, work may be required after-hours and weekends. Project schedule shall be approved by the County's Project Manager.

Section D. On-Call Urgent Work

Urgent work shall be defined as any work that is not scheduled. 24-hour availability is needed to complete on-call urgent work. Urgent work will be completed on a rotating schedule with one (1) Contractor designated for a one (1) week period. Each awarded Contractor shall supply all County divisions/departments utilizing this contract with a minimum of two (2) twenty-four (24) hour urgent contact phone numbers. All Contractors must participate in the urgent work rotation, which will be equally divided. The County Project Manager or designee will manage and maintain rotation schedules such that a minimum of six (6) months of future equitable assignments are accessible to all Contractors awarded.

Urgent calls for assistance must be responded to with the Contractor's Journeyman on-site within three (3) hours to evaluate the job. Within five (5) hours of the request for assistance, the Contractor shall have appropriate crew, equipment, and, if necessary, Maintenance of Traffic set up. Additional time may be approved by the County in writing. Should a Contractor fail to respond to an urgent call the next Contractor in rotation shall be contacted. Any failure to provide coverage by a Contractor may be subject to termination.

All urgent work will be billed in accordance with the T&M fee schedule.

Section E. General Requirements

1. At a minimum, the awarded Contractor(s) must assign a licensed Journeymen Electrician on site during any work performed. When requested by the County, a Florida-licensed Master Electrician shall be made available to assist in any issue that may arise. The Contractor's employees performing electrical maintenance service shall have experience in high/medium voltage, as warranted.

2. The Contractor and all employees providing services under this agreement shall comply with all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to:

   - National Electric Code (NEC)
   - National Fire Protection Association (NFPA) 70E High Voltage
   - Institute of Electrical and Electronics Engineers (IEEE) PC57.13.2
   - Occupational Safety and Health Standards (OSHA)
   - Any other related and/or required federal, state, and local regulations to complete the work in a professional manner.

3. Equipment/Parts/Materials:

   All equipment and parts provided and installed by the Contractor under the awarded contract shall be new, free of defects, and may require County approval prior to installation. At a minimum, replacement parts and/or maintenance materials shall be based on the manufacturer's recommendations. The County reserves the right to supply parts and materials for selected projects and repairs.

The Contractor shall, under no circumstances, remove any equipment containing a County asset sticker, without written authorization from County staff. The Contractor(s) shall request that, when replacing equipment, the asset sticker be removed by an appropriate County staff member authorized to adjust equipment inventory records.

4. Reporting:

   The Contractor shall submit a full report to the County on the work that was performed, including, but not limited to: inspections, diagnostic testing, troubleshooting, repairs, new installations, and/or maintenance. Final payment may be delayed until the County is in receipt of all requested reporting documents.

5. Permits:

   The Contractor shall be responsible for permit submissions unless otherwise instructed by the County. Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. Permit fees will be reimbursed at cost, no markup shall be allowed. Supporting documentation showing the fee paid must be included with the Contractor's invoice.

6. Safety:

   Barrier and Lights – During the progress of the work, the Contractor shall place and maintain, at all times, such barriers and lights that will effectively prevent accidents and keep personnel from entering the work area.

   Maintenance of Traffic Plans (MOT) – When staging areas are close to the street or in the traffic areas, an MOT shall be prepared and conform to the latest edition of the Florida Department of Transportation (FDOT) Design Standards, 600 series, and The Manual on Uniform Traffic Control Devices (MUTCD). The Contractor is authorized to subcontract MOT. It is required that either the Contractor or the subcontractor have current FDOT-approved MOT or Temporary Traffic Control, Intermediate Level, Certification per FDOT, Design Standards, 600 series indexes. The Contractor or subcontractor shall have current FDOT-approved certification in their name.

   Personal Protective Equipment (PPE) – All personnel shall use proper PPE while work is being performed and must follow all NFPA 70E requirements.

   Safety Issue Response - The County reserves the right to stop work for any safety concerns observed by any County employee.

7. Facility Security:

   The Contractor shall comply with the Department's security guidelines on facility security policies, this may include additional policies and procedures for work to be performed at the Collier County Sherriff's Office. Violations of these rules could, at a minimum, result in the termination of the awarded Contract.

   The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, the Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state, and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications, and other related records. The Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

   All the Contractor's employees and subcontractors must always wear Collier County Government

CAO

Identification badges while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon the award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

CAO

Exhibit B

Fee Schedule

☒ following this page (pages 1 through 1)

☐ this exhibit is not applicable

Invitation for Qualifications (IFQ) #22-8056
"HIGH/MEDIUM VOLTAGE ELECTRICAL SERVICE"
EXHIBIT B
FEE SCHEDULE

Electrical Engineering Enterprises Inc

Item	Description	Hourly Rate
1	Master Electrician	$ 185.00
2	Supervisor	$ 110.00
3	Journeyman Electrician	$ 90.00
4	Apprentice Electrician	$ 75.00
5	Helper	$ 65.00
6	General Laborer	$ 65.00
7	Ditch Witch - *Upon arrival at site*	$ 350.00
8	40 Foot Crane with Operator	$ 270.00
9	50 Foot Crane with Operator	$ 270.00
10	40 Foot Bucket Truck with Operator	$ 98.13
11	80 Foot Bucket Truck with Operator	$ 98.13

Mark-Ups	
Percentage of Mark-Up for Actual Cost of Parts/Materials	10%
Percentage of Mark-Up for Rented Equipment	10%
Percentage of Mark-Up for Subcontractor	15%

CAO

Exhibit B-1 Public Payment Bond

(Template to follow this page.)

EXHIBIT B – 1: PUBLIC PAYMENT BOND

Bond No. _____ Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal/Contractor, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to Collier County Board of County Commissioners as Oblige in the sum of _____ ($_____), this includes allowance for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _ day of _____, 20___ with Oblige for _____ (Project) in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect sureties' obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.0592. In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____day of _____, 20___, the name of undersigned representative, pursuant to authority of its governing body.

CAO

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR:

_____
Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

SURETY:

_____
Authorized Signature

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

OR POWER OF ATTORNEY IN FACT

CAO

_____
As Attorney in Fact Signature
(Attach Power of Attorney

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

Name: _____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

CAO

Exhibit B-2 Public Performance Bond

(Template to follow this page.)

EXHIBIT B – 2: PUBLIC PERFORMANCE BOND

Bond No. _____ Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal/Contractor, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to Collier County Board of County Commissioners as Oblige in the sum of _____ ($_____), in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs, and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise, it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20 ____, the name of each party being affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CAO

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR:

_____
Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)
_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

SURETY:

_____
Authorized Signature

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)
_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

CAO

Exhibit C Release and Affidavit Form

(Template to follow this page.)

EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (_____)
STATE OF (_____)

Before me, the undersigned authority, personally appeared _____who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

_____
Contractor's Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)

Notary Public, State of _____
Commission No.: _____

CAO

Exhibit D-1 Application for Payment Form

(Template to follow this page.)

EXHIBIT D-1
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @5% through [Insert Date]	$	Retainage @ 5% through [Insert date]	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

CAO

Exhibit D-2 Schedule of Values Form

(Template to follow this page.)

Exhibit D-2
Schedule of Values

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE*	SINCE DATE								

* The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happended since the change in retainage.

[2024_ver.1]

CAO

D-3 Stored Materials Record Form

(Template to follow this page.)

Exhibit D-3
Stored Materials Record

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE:
PERIOD TO: _____

DATE	DESCRIPTION	SUPPLIER	INVOICE NUMBER	PREVIOUSLY RECORDED (A)	RECEIVED THIS PERIOD (B)	PREVIOUSLY INSTALLED (C)	INSTALLED THIS PERIOD (D)	BALANCE TO INSTALL (E)

Balance to Install (E) is calculated by: Previously Recorded (A) + Received this Period (B) - Previously Installed (C) - Installed this Period (D).

[2024_ver.1]

CAO

Exhibit D-4 Cash Flow Projection Form

(Template to follow this page.)

EXHIBIT D-4 CASH FLOW PROJECTION

Project Name:			Project #:		
Scheduled Value Date*:		Item #	Description & Quantities	Allowance $	Grand Totals
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
	Total				

*Projected Date for construction/installation of designated Item #.

[2024_ver.1]

CAO

Exhibit E-1 Change Order

(Template to follow this page.)

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Select One: ☐ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: **Division Name:**

Original Contract/Work Order Amount			**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount			**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount			**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change		0.00%	**Total % Change from Original Amount**
Revised Contract/Work Order Total	$0.00	0.00%	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	$0.00	0.00%	**% Change from Current Amount**

Notice to Proceed Date **Original NTP # of Days** **Original Final Completion Date** **Last Final Approved Date**

# of Days Added **Revised Final Date** (includes this change) **Current Substantial Completion Date** (if applicable)

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☐ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) Detail of change/s to be made through this Change Order.

2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.

3.) Explain why this change was not included in the original contract/Work Order.

4.) Describe the impact if this change is not processed.

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Change Order/Amendment Summary

(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	

☐ Check here if additional summary page/s are attached to this Change Order

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: _____ Date: _____
Signature-**Division Project Manager**

_____
Printed Name

Accepted by: _____ Date: _____
Signature- **Design/Engineer Professional** (if applicable)

_____
Printed Name/Title/Company Name

Accepted by: _____ Date: _____
Signature- **Contractor/Consultant/Vendor**

_____
Printed Name/Title/ Company Name

Approved by: _____ Date: _____
Signature-**Division Manager or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Director or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Administrator or Designee** ***(Optional)***

_____
Printed Name

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ____ CHO Request # ☐

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ☐ **Administrative-BCC Report** ☐ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

Exhibit E-2 Work Directive

(Template to follow this page.)

EXHIBIT E-2
WORK DIRECTIVE CHANGE

PROJECT NAME: **CHANGE #**

DATE OF ISSUANCE: **EFFECTIVE DATE:**

OWNER: Collier County Board of Commissioners **PROJECT#:**

CONTRACTOR: **ENGINEER:**

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments:

If a claim is made that the above change(s) have affected Contract amount or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract amount:
☐ Unit Prices
☐ Lump Sum
☐ Other

A not-to-exceed itemized estimated increase (decrease) in Contract amount:
$

Method of determining change in Contract Times:
☐ CONTRACTOR's records
☐ Engineer's record
☐ Other

Estimated change in Contract Time:

Increase or decrease by calendar days.

RECOMMENDED:

By:

Engineer/Design Professional

AUTHORIZED:

By:

Owner's Representative

CAO

Exhibit F-1 Certificate of Substantial Completion

(Template to follow this page.)

EXHIBIT F-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

CAO

This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the final punch list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion and Contractor shall provide Owner with written notice that all punch list items have been completed.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

_____ The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__ and will submit within five calendar days, an approved pay application to bccapclerk@collierclerk.com. The pay application will include regular schedule of value scope work to be billed and all work to be billed for all change orders.

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

CAO

Exhibit F-2 Certificate of Final Completion

(Template to follow this page.)

EXHIBIT F-2

CERTIFICATE OF FINAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Final completion applies to all Work under the Contract documents. The warranty in Exhibit G-2 is attached to and made a part of this Certificate.

To _____
OWNER

And
To _____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

_____
DATE OF FINAL COMPLETION

CAO

Intentionally left blank

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Final Substantial on this _____, 20__ .

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Final Substantial on this _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

CAO

Exhibit F-3 Punch List Form

(Template to follow this page.)

EXHIBIT F-3 PUNCH LIST FORM

Item No.	Description	Value	Completion Date	Dated Approved by Owner
Subtotal x 150%				

CAO

Exhibit G-1 Final Payment Checklist

(Template to follow this page.)

EXHIBIT G-1: FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ PO No._____ Date: _____
Contractor: _____

The following items have been secured by the _____for the Project known as _____and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Date of Substantial Completion: _____
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
☐	☐	1.	All Punch List items completed on _____
☐	☐	2.	Warranties and Guarantees assigned to Owner (attach to this form).
☐	☐	3.	Effective date of General one year warranty from Contractor is: _____
☐	☐	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
☐	☐	5.	As-Built drawings obtained and dated: _____
☐	☐	6.	Owner personnel trained on system and equipment operation.
☐		7.	Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
☐	☐	8.	Certificate of Substantial Completion issued on _____
☐	☐	9.	Final Payment Application and Affidavits received from Contractor on: _____
☐	☐	10.	Consent of Surety received on _____
☐	☐	11.	Operating Department personnel notified Project is in operating phase.
☐	☐	12.	All Spare Parts or Special Tools provided to Owner: _____
☐	☐	13.	Finished Floor Elevation Certificate provided to Owner: _____
☐	☐	14.	Other: _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

Executed by Design Professional on _____, 20_____.

_____ _____
Signature of Design Professional Type Name and Title

Executed by Contractor on _____, 20_____.

_____ _____
Signature of Contractor Type Name and Title

Executed by Owner on _____, 20_____.

_____ _____
Signature of Owner Type Name and Title

CAO

Exhibit G-2 – Warranty

(Template to follow this page.)

EXHIBIT G-2

WARRANTY

In consideration of ten dollars, ($10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

_____

Date of Substantial Completion:

_____

Name and Address of CONTRACTOR:

_____

_____

_____

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF SUBSTANTIAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes,* Chapter 95, *et seq.*

CONTRACTOR:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name Printed and Title	Name Printed

CAO

Exhibit H

☐ this exhibit is not applicable

Other Exhibit/Attachment

Description: Federal Emergency Management Agency Public Assistance Provisions

☒ following this page (pages 1 through 11)

☐ this exhibit is not applicable

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

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Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

CAO

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

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number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

CAO

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

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Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Electrical Engineering Enterprises

Date 01/11/2024

Authorized Signature Christopher Steele, P.E.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: Christopher Steele, P.E.
Signature

Christopher Steele, President
Name and Title

5316 East Henry Avenue
Street Address

Tampa, FL 33610
City, State, Zip

593554532
UEI Unique Entity Identifier (for SAM.gov verification)

January 11, 2024
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

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COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Electrical Engineering Enterprise	59-3554532	

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN Y (N) DBE? Y (N) MBE? Y (N) WBE? Y (N) SDB 8A? Y (N)	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? (Y) N CONSULTATION? Y (N) OTHER? (Y) N
IS THIS SUBMISSION A REVISION?	Y (N)	IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Christopher A. Steele	2/19/24	President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
Steele@electeng.com	(813) 740-9601	—

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

Christopher A. Steele

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

CAO

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Electrical Engineering Enterprises

Contractor (Firm Name)

Christopher Steele, P.E.

Signature of Contractor's Authorized Official

Christopher A Steele, President

Name and Title of Contractor's Authorized Official

January 11, 2024

Date

CAO

Collier County

INSURANCE REQUIREMENTS COVERSHEET

Project Name
High/ Medium Voltage Electrical Services
Vendor Name
Electrical Engineering Enterprises, Inc.
Solicitation/Contract No.
22-8056
Attachments
☐ Risk Approved Insurance Requirements ☑ Risk Approved Insurance Certificate(s)
Comments
The COI is in compliance.
Attachments Approved by Risk Management Division
Approval: GonzalezGreily Digitally signed by GonzalezGreily Date: 2024.09.20 12:06:04 -04'00'

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

    A. ■ **Commercial General Liability:** Coverage shall have minimum limits of $2,000,000 Per Occurrence, $3,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
    B. ■ **Business Auto Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

    C. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $ 1,000,000 for each accident.

~~D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $_____ each claim and aggregate.~~

~~E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $_____ per claim.~~

~~F. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

~~G. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

~~H. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

ELECENG-03 JMONBARREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ASSOCIATES AGENCY, INC.
125 W. Country Club Dr
Tampa, FL 33612

CONTACT NAME:
PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989
E-MAIL ADDRESS: certs@associatesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Insurance Co	10190
INSURER B : Auto Owners Insurance Co	18988
INSURER C : Westchester Surplus Lines Ins. Co.	10172
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Electrical Engineering Enterprises Inc.
5316 E Henry Ave
Tampa, FL 33610-4843

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		20820900	3/16/2024	3/16/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			4179369300	3/16/2024	3/16/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR			4179369303	3/16/2024	3/16/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Policy			G71662780002	10/5/2023	10/5/2024	Agg $1,000,000 Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 22-8056 "High/ Medium Voltage Electrical Services
Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County Government, OR, Collier County included as an additional insured under the captioned Commercial General Liability and ??Automobile Liability Policies on a primary and non-contributory basis if and to the extent required by written contract. A 30 day notice of cancellation applies with a 10 day notice for non-payment of premium.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail E.
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charlie Salyer

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PrimeGroup Insurance Services, Inc. 5215 W. Laurel St. Suite 100 Tampa FL 33607	CONTACT NAME: Jennifer Barjas PHONE (A/C, No, Ext): (844) 631-4901 FAX (A/C, No): (813) 885-4311 E-MAIL ADDRESS: jbarjas@primegroupins.com
INSURED Electrical Engineering Enterprises, Inc. 5316 E. Henry Ave Tampa FL 33610	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: American Interstate Ins Co 31895 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 24-25 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AVWCFL3254512024	03/03/2024	03/03/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 22-8056 "High/ Medium Voltage Electrical Services"

Waiver of Subrogation for Workers Compensation per blanket form (attached) if required by written contract and subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail East
Naples FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edward C. Ellsser

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ○ Specific Waiver
   Name of person or organization

   ⊗ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: **$ 0** The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: **$ 250**

   Maximum Premium: **$ 0**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/03/2024 Policy No. AVWCFL3254512024 Endorsement No.
Insured ELECTRICAL ENGINEERING ENTERPRISES, INC. Premium

Insurance Company Countersigned by _____

AMERICAN INTERSTATE INSURANCE COMPANY - 24759

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Collier County

INSURANCE REQUIREMENTS COVERSHEET

Project Name
High/ Medium Voltage Electrical Services
Vendor Name
Simmonds Electrical of Naples, Inc.
Solicitation/Contract No.
22-8056
Attachments
☐ Risk Approved Insurance Requirements ☑ Risk Approved Insurance Certificate(s)
Comments
The COI is in compliance.
Attachments Approved by Risk Management Division
Approval: GonzalezGreily Digitally signed by GonzalezGreily Date: 2024.09.20 12:04:38 -04'00'

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

    A. ■ **Commercial General Liability:** Coverage shall have minimum limits of $2,000,000 Per Occurrence, $3,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
    B. ■ **Business Auto Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

    C. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $ 1,000,000 for each accident.

~~D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $_____ each claim and aggregate.~~

~~E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $_____ per claim.~~

~~F. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

~~G. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

~~H. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.~~

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Simmonds Electrical of Naples, Inc. 8941 Quality Road Unit #1 Bonita Springs, FL 34135	INSURER A : Monroe Guaranty Insurance Company	32506
	INSURER B : Auto-Owners Insurance Company	18988
	INSURER C : Southern-Owners Insurance Company	10190
	INSURER D : FCCI Insurance Company	10178
	INSURER E : Travelers Casualty and Surety Company of America	31194
	INSURER F : Multi Carrier	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GL10004840706	6/30/2024	6/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		5536824900	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5536824901	6/30/2024	6/30/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC010006810404	6/30/2024	6/30/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Emp Dishonesty/Theft			106313869	6/30/2024	6/30/2025		500,000
F	Cyber Liability			C-4MQ8-472549-CYBER-2024	6/30/2024	6/30/2025		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract # 22-8056

Collier County Board of County Commissioners, or Board of County Commissioners in Collier County, or Collier County Government or Collier County as Additional Insured & state "for any and all work performed in Collier County" are included as Additional Insured with respects to General Liability only as required by written contract with ongoing and completed operations per form CGL084 on a primary non contributory basis and Waiver of Subrogation per form CGL088. Additional Insured in regards to Auto Liability only as required by written contract per form CAU003FL. Waiver of Subrogation in regards to Workers Compensation only as required by written contract per form WC000313. 30 Day Notice of Cancellation applies. Umbrella follows form in regards to General Liability, Commercial Auto and Employers Liability.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail E
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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MULTI-CONTRACTOR AWARD AGREEMENT

#22-8056

for

"High/Medium Voltage Electrical Services"

THIS AGREEMENT, made and entered into on this _____ day of _____ 20___, by and between Simmonds Electrical of Naples, Inc., authorized to do business in the State of Florida, whose business address is 8941 Quality Road, Bonita Springs, FL 34135, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County" or "Owner"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a three (3) year period, commencing ■ upon the date of Board approval; ~~or ☐ on _____~~, and terminating three (3) year(s) from that date or until all outstanding ■ Purchase Order(s) ■ Work Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

   The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

   The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES**. The Contractor shall commence the work upon issuance of a ■Purchase Order ■Notice to Proceed.

3. **STATEMENT OF WORK**. The Contractor shall provide services in accordance with the terms and conditions of ~~☐ Request for Proposal (RFP) ☐ Invitation to Bid (ITB)~~ ■ Other: Invitation for Qualifications (IFQ) # 22-8056, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

   ■ The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

   3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in

compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

3.3 ■ The procedure for obtaining Work under this Agreement is outlined in **Exhibit A – Scope of Services** attached hereto.

~~☐ The procedure for obtaining Work under this Agreement is outlined in ☐ Other Exhibit/Attachment: _____.~~

3.4 ■ The County reserves the right to specify in each Request for Quotations: the period of completion; collection of liquidated damages in the event of late completion; and the Price Methodology selected in 4.1.

4. **THE AGREEMENT SUM**.

~~☐ The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".~~

■ The County shall pay the Contractor for the performance of this Agreement based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and pursuant to the Price Methodology in Section 4.1. ■ Contractor's quoted prices shall be based on **Exhibit B- Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

~~☐ The County shall pay the Contractor for the performance of this Agreement an estimated maximum amount of _____($_____), per County fiscal year, based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and the Price Methodology as defined in Section 4.1. ☐ Contractor's quoted prices shall be based on **Exhibit B- Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".~~

4.1 **Price Methodology (as selected below):**

■ **Lump Sum** (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

☒ **Time and Materials**: The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

☒ **Unit Price**: The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

~~4.5 ☐ **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.~~

~~Reimbursements shall be at the following rates:~~

~~Mileage~~	~~$0.44.5 per mile~~
~~Breakfast~~	~~$6.00~~
~~Lunch~~	~~$11.00~~
~~Dinner~~	~~$19.00~~
~~Airfare~~	~~Actual ticket cost limited to tourist or coach class fare~~
~~Rental car~~	~~Actual rental cost limited to compact or standard-size vehicles~~
~~Lodging~~	~~Actual cost of lodging at single occupancy rate with a cap of no more than $150.00 per night~~
~~Parking~~	~~Actual cost of parking~~
~~Taxi or Airport Limousine~~	~~Actual cost of either taxi or airport limousine~~

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name:	Simmonds Electrical of Naples, Inc.
Address:	8941 Quality Road
	Bonita Springs, FL 34135
Authorized Agent:	Noe Alvarado
Attention Name & Title:	President
Telephone:	239-643-2770
E-Mail(s):	Noe@simmondselectricalofnaples.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Director:	Robert VonHolle
Division Name:	Wastewater Collections
Address:	6027 Shirley Street
	Naples, FL 34109
Administrative Agent/PM:	Donna Deeter
Telephone:	239-252-2622
E-Mail(s):	Donna.Deeter@colliercountyfl.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP**. Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

8. **PERMITS: LICENSES: TAXES**. In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

    A. ■ **Commercial General Liability:** Coverage shall have minimum limits of $2,000,000 Per Occurrence, $3,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
    B. ■ **Business Auto Liability:** Coverage shall have minimum limits of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

    C. ■ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $ 1,000,000 for each accident.

D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $_____ each claim and aggregate.

E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $_____ per claim.

F. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.

G. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.

H. ☐ _____: Coverage shall have minimum limits of $_____ per claim/occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Wastewater Collections Division.

15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ■ Exhibit A Scope of Services, ■ Exhibit B Fee Schedule, ☐ ~~RFP/~~ ☐ ~~ITB/~~■ Other IFQ - Invitation for Qualifications #22-8056, including Exhibits, Attachments and Addenda/Addendum, ■ subsequent quotes and corresponding contract documents, Exhibit B-1 Public Payment Bond, ■ Exhibit B-2 Public Performance Bond, ■ Exhibit C Release and Affidavit Form, ■ Exhibit D-1 Application for Payment Form, ■ Exhibit D-2 Schedule of Values Form ■ Exhibit D-3 Stored Materials Record Form ■ Exhibit D-4 Cash Flow Projection Form ■ Exhibit E-1 Change Order ■ Exhibit E-2 Work Directive ■ Exhibit F-1 Certificate of Substantial Completion ■ Exhibit F-2 Certificate of Final Completion ■ Exhibit F-3 Punch List Form ■ Exhibit G-1 Final Payment Checklist ■ Exhibit G-2 - Warranty, and ■ Other Exhibit H/Attachment: FEMA Provisions.

17. **APPLICABILITY.** Only the sections corresponding to any checked box (☐) will apply to this Agreement.

18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting

bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.

20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the requirements set forth in Florida Statute, §448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communications, Government and Public Affairs Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein

shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.

22. ■ **BONDS**.

A. When a construction project is in excess of $200,000, the Contractor(s) shall be required to provide Payment and Performance Bonds.

B. When required by Owner, the Contractor shall furnish a Performance and/or Payment Bond prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party(ies) providing labor and/or materials in connection with each construction or renovation project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "B-1" and Exhibit "B-2".

C. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Florida, terminates or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

23. ■ **LIQUIDATED DAMAGES**. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the Owner. Contractor shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor.

The Work shall be substantially completed within the time specified in the Request for Quotation/Scope of Work. Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Exhibit F-3 Punch List. Substantial Completion includes, but is not limited to, the following occurring: (1) the Work can be safely utilized for the purposes for which it was intended; (2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, (3) all operational testing has successfully occurred; (4) all required training has successfully occurred; (5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by the Contractor and accepted by the Owner, and permit acceptance by permitting agencies, if applicable, Exhibit F-1.

Owner and Contractor recognize that since time is of the essence for any work under this Agreement, Owner will suffer financial loss if the Work is not substantially completed within the time specified in the Request for Quotation. Should Contractor fail to substantially complete the Work within the specified time period, Owner shall be entitled to assess as liquidated damages, but not as a penalty, the amount specified in the Request for Quotation/Scope of Work for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially completed on the date the Owner issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

The Work shall reach Final Completion and be ready for final acceptance by Owner as established in the Request for Quotation. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. Final Acceptance shall mean acceptance of the Work by the Owner as evidenced by the signature of the Project Manager or Design Professional upon the Certificate of Final Completion Form Exhibit F-2. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List form, Exhibit F-3.

When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. For all contracts, the Owner will count default days in calendar days.

24. ▣ **PAYMENTS**. Generally, the Contractor will be paid upon completion; however, for Work in excess of thirty (30) days, the Contractor may request to receive Progress Payments. Subsequent to the first payment, Contractor must provide Owner with a fully executed Release and Affidavit in the form attached hereto as Exhibit C as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing, and in substantially the form attached hereto as Exhibit D-1. The process for submitting applications for Progress Payments is set forth below:

24.1 Progress Payments: At least ten (10) days prior to submitting a monthly Application for Payment, the Contractor shall submit to the Project Manager a final schedule of values and "cash flow projection" that establishes the projected date for the construction/installation for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. The Schedule of Values shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for the Contractor's monthly progress payments during construction. Further, it shall include the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval.

Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values Exhibit D-2. The Contractor shall not submit an unbalanced schedule of values which provides for overpayment to the Contractor on

activities that would be performed first. The schedule of values shall be revised and resubmitted until acceptable to the Project Manager. Once the schedule has been accepted by the Project Manager, the Owner reserves the right (at its option) throughout the Contract to require that the Contractor honor a particular price contained in the schedule of values, if the activity pertaining to it is being deleted or modified. Upon approval of the schedule of values by the Project Manager, it shall be incorporated into the form of Application for Payment attached to the Agreement as Exhibit D-1 and shall be used as the basis for the Contractor's monthly Applications for Payment. The schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative.

24.2 The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date, and monthly thereafter, but not more often than once a month or prior to substantial completion being met. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

24.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record form attached hereto and made a part hereof as Exhibit D-3.

24.4 The cash flow projection shall be a fixed monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month (as established by the Contractor in the cash flow projection form it submits), then the Contractor may be barred from bidding other County projects until the value of Work in place is corrected and within ninety-five (95%) of the projected value. (See attached Exhibit D-4, Cash Flow Projection form).

24.5 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). Within twenty (20) business days after the date of each Application for Payment is stamped as received, and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with Section 218.735, F.S. and the terms of the Contract Documents.

24.6 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

24.7 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

24.8 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

24.9 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor, or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

24.10 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for Project Manager's review and approval, a detailed Cash Flow Projection, which shall be updated as necessary and approved by Owner to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in Exhibit D-4, Cash Flow Projection.

24.11 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

24.12 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted.

Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

24.13 The Owner may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The Owner may not accept any additional surcharges (credit card transaction fees) as a result of using the Owner's credit card for transactions relating to this agreement.

25. **PAYMENTS WITHHELD**. Owner may decline to approve any application for payment, or portions thereof, because of defective or incomplete work, outstanding punch list items, subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due to Contractor under this Agreement or any other Agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable fling of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents by the Contractor.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other Agreement between Contractor and Owner. In instances where the Contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the Contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the Contractor for services performed or for materials delivered in association with a contract.

If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

26. **SUBMITTALS AND SUBSTITUTIONS**. Any substitution of products/materials from specifications shall be approved in writing by Owner in advance. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute. Contractor shall submit all

such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

27. ■ **CONTRACT TIME AND TIME EXTENSIONS**.

A. Time is of the essence in the performance of any Work under this Agreement and Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and contractors.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

28. ■ **CHANGES IN THE WORK**. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner in the form of a Work Directive, Exhibit E-2, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

A Change Order in the form attached as Exhibit "E-1" to this Agreement, shall be issued and executed promptly after an Agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly

executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

29. ■ **CLEAN UP**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean.

30. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

31. ■ **TESTS AND INSPECTIONS**. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

32. ■ **PROTECTION OF WORK**.

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

33. **EMERGENCIES**. In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

34. ■ **COMPLETION**.

Substantial Completion and Development of the Punch List

34.1 Substantial Completion is as defined in this Agreement. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request the Contractor must:

a) Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports test logs, operational manuals, etc.) have been provided by Contractor and accepted by Owner.

b) Prepare a Contractor-generated punch list (i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, for submission with the request for inspection and issuance of a certificate of Substantial Completion), which shall include and list separately the estimated cost to complete each remaining unfinished item included on the list with an explanation as to the basis for those costs, substantiated by the Schedule of Values, subject to the Owner's final review and approval as stated below.

c) Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, if any, and other Owner personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

1. The Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the Work with the Professional (if any), other Owner personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated punch list. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other Owner representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final

document (Exhibit F-3 Punch List Form). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated below.

2. If upon completion of the inspection(s) the Owner does not consider the Project Substantially Complete, the Project Manager will notify the Contractor in writing giving reasons why the Project is not Substantially Complete.

3. If, upon completion of the inspection(s), the Owner considers the Project Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the Owner upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. The Certificate shall fix the date of Substantial Completion.

4. Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance, and operations are in place.

34.2 **Time Frames for Issuance of the Punch List**

(a) The Owner shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated punch list prior to the Substantial Completion inspection.

(b) For construction estimated to cost less than ten million dollars ($10,000,000.00), the Punch List must be finalized within thirty (30) Days after the Substantial Completion date.

(c) For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of the Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars ($10,000,000.00) or within forty-five (45) Days if it is estimated to cost more than ten million dollars ($10,000,000.00).

(d) If the development of the Punch List takes the full amount of time designated (or a portion thereof) and includes a tentative punch-list based upon the above dollar amount thresholds, the delivery of the Punch List of items shall be delivered by the Owner no later than five (5) business days thereafter. Within twenty (20) business days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance owed, that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. At the same time the Owner delivers the Punch List Contractor shall submit a payment application requesting that Owner pay the Contractor the remaining contract balance owed, including all retainage previously

held by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List.

(e) The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

(f) Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the Punch List. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

34.3 **Completion of Punch List Work and Release of Remaining Contract Balance**

(a) Upon completion of the Punch List Work, the Contractor shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the Owner's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and the Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is complete or not.

(b) If, upon completion of the inspection(s) the Owner does not consider the Punch List Work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List Work is not complete.

(c) Upon completion of all items on the Punch List, the Contractor may submit a Payment Request for the remaining amount withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by Owner (Exhibit F-2 Certificate of Final Completion).

(d) All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation of the Contractor.

(e) Warranty Items may not affect the final payment of retainage pursuant to Section 218.735(7)(f), Florida Statutes.

(f) If the Owner fails to comply with its responsibilities to assist in developing the Punch List within the time frame applicable to the Project (as described above), the

Contractor may submit a request for all remaining retainage withheld by the Owner. The Owner need not pay or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the Owner in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, the Owner does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Owner or Contractor.

34.4 **Final Completion**

(a) Upon written notice from the Contractor that the Project is complete, the Project Manager shall schedule a final inspection with the Contractor, the Design Professional, and any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.

(b) Final Completion of the Work shall be achieved by the Contractor when all the Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specifications section.

(c) After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion Exhibit F-2 for the Work.

34.5 **Application for Final Payment**

After the Certificate of Final Completion, Exhibit F-2 for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. As an explicit condition precedent to the accrual of Contractor's right to final payment, Contractor shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents, including but not limited to:

(1) Receipt of Contractor's Final Application for Payment.
(2) The Release and Affidavit in the form attached as Exhibit C.
(3) Consent of surety to final payment.
(4) Receipt of the Final Payment Check list, Exhibit G-1.
(5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Prior to release of final payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G-1.

34.6 **Approval of Final Payment**

(a) If, on the basis of the Project Manager's observations and review of Work during Construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing that the entire remaining balance is found to be due and payable to the Contractor and approve payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for final payment, in which case the Contractor will make the necessary corrections and resubmit the Application. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations.

(b) Contractor's acceptance of Final Payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment, the issuance of a Certificate of Substantial Completion, any payment by the Owner to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the Owner, the issuance of a Final Completion, any act of acceptance by the Owner, any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

36. ■ **WARRANTY**. Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any subcontractor or material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified. Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.

Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after substantial completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of

written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Contractor, at Contractor's expense. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Contractor's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Contractor to correct the cited deficiencies shall be grounds for the Owner to disqualify the Contractor from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

37. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

38. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.

39. **DISPUTE RESOLUTION.**

A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payment matters and payment disputes upon submission of pay applications, which shall be addressed and resolved in accordance with Collier County Ordinance No. 2017-08, as amended, and governed by the time to commence and conclude payment dispute proceedings set forth in Section 218.76(2)(a), Fla. Stat.

B. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

40. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

41. ☐ ~~**KEY PERSONNEL**. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

☒ **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

42. ☐ ~~**ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.~~

☒ **ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.

43. **ASSIGNMENT**. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

44. **SECURITY**. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment

verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

45. ■ **SAFETY**. All Contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

(Intentionally left blank -signature page to follow)

IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Simmonds Electrical of Naples, Inc.
Contractor

By: _____

Contractor's Witnesses:

_____
Contractor's First Witness Signature

Cindy Simmons
↑Type/print witness name↑

_____
Contractor's Second Witness Signature

Samuel Milian Salazar
↑Type/print witness name↑

Noe Alvarado, President
↑Type/print signature and title↑

Approved as to Form and Legality:

_____
_____County Attorney

_____
Print Name

Exhibit A

Scope of Services

☒ following this page (pages 1 through 7)

☐ this exhibit is not applicable

ITB # 22-8056
"High/Medium Voltage Electrical Services"
Exhibit A
Scope of Services

This Agreement is awarded to multiple Contractors to provide high/medium voltage services, including on-call urgent services, regardless of location, for a wide range of projects as may be requested by the County.

The table below contains examples of the present facilities that will require industrial electrical services. Florida Power and Light is currently the predominant electrical supplier for the County, with a limited area in the growing Northeast serviced by Lee County Electric Cooperative, Inc. This list is not all-inclusive and is provided for reference only.

Example Plant Facilities Table		
Description	Max Fault Protection (amp)	Voltage/Phase
Irrigation Quality Pump Stations	2000	480 / 3
Wastewater Pump Stations	2000	480 / 3
North County Water Reclamation Facility	4000	480 / 3
South County Water Reclamation Facility	4000	480 / 3
Golden Gate Water Reclamation Facility	2000	480 / 3
Orange Tree Waste Reclamation Facility	2000	480 / 3
Northeast Waste Reclamation Facility	2000	480 / 3
Northeast Water Plant	600	13,200 / 3
North Water Plant	1000	13,200 / 3
South Water Plant	800	13,200 / 3
Water Pump Stations	2000	480 / 3

Section A. Services and Minimum Qualifications

Services and Contractor qualifications shall include, but not be limited to, the following:

1. **Power Distribution Maintenance**
   a. The Contractor must have knowledge, skills, and the ability to construct, maintain, diagnose, and repair industrial plant electrical power components.
   b. These components and equipment will include but shall not be limited to: High and Medium Voltage (4160V – 13.2 kV) – delta or wye systems, transformers, switching gear, motor starters and panels, protective devices, and many other similar devices.

2. **Inspections and Testing**
   a. The Contractor must have the experience to identify and communicate to the appropriate County staff any issues that could cause a disruption in the function of the equipment when performing inspections and tests.
   b. The Contractor must have the knowledge and experience to perform the proper inspections and tests that will ensure the County equipment functions properly and complies with all electrical codes and standards.
   c. The Contractor shall place a label on all devices tested with the date of the test, company name, and results.

3. **Troubleshooting & Diagnostic Testing**
   a. The Contractor must have the experience to complete diagnostic testing that shall include but is not limited

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to power monitoring, harmonic analysis, short circuit studies, grounding studies, insulation testing, and fault analysis.

b. The Contractor must be capable of quick and efficient troubleshooting electrical problems when a component fails to work due to a loss of power.

4. **Maintenance and Repair**
   a. The Contractor must have the experience and ability to complete preventative, predictive, and corrective electrical maintenance on equipment ranging in voltage from 480V to 13.2 kV.

5. **Rehabilitation of systems and equipment**
   a. The Contractor must have experience in successful rehabilitation projects as they relate to this Scope of Work. The Contractor must have the ability and resources to complete rehabilitation projects on time and within budget.

6. **Other Testing & Inspections**
   a. The Contractor may be required to provide, either directly or through the use of a subcontractor, inspection and testing services by a certified representative on an as-needed basis, such as:

- **Pad Mounted Transformer Oil Testing** – The Contractor shall draw oil from all oil-filled transformers for ASTM Oil Transformer Analysis. These annual tests show any changes and help prevent unanticipated failures by allowing planning for replacements. The quote shall be per transformer and shall include labor, testing, and reports. The reports shall include historical data for graphing purposes.

- **Medium Voltage Vacuum Breaker Inspection and Testing** – The following inspection and testing shall be completed by the Contractor after the County has performed all switching and protective device settings. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. These inspections and testing shall follow the National Fire Protection Association's (NFPA) 70B – Electrical Equipment Maintenance and the International Electrical Testing Association – Maintenance Testing Specifications.

  - Visual and Mechanical Inspection
    - Verify documentation of equipment nameplate data.
    - Inspect for physical damage.
    - Clean and lubricate the operating mechanism.
    - Vacuum the enclosure and clean the busbars
    - Inspect the breaker for cell alignment, anchorage, and grounding.
    - Verify the operating mechanism for alignment and clearances.
    - Inspect the contact wear and measurement of critical distances, such as the contact gap, in accordance with the manufacturer's recommendations.

  - Electrical Tests
    - Measure the contact resistance.
    - Trip the circuit breaker by operating the protective device.
    - Close and trip the breaker with the local control switch and verify trip, close, trip-free, and anti-pump functions.
    - Test the insulation resistance phase to ground, phase to phase, and across open contacts.
    - Test the vacuum bottle integrity on each phase in accordance with the manufacturer's recommendations.
    - Test the insulation resistance. (This test shall not be performed on control wiring connected to solid-state devices).
    - Test minimum pickup voltage on the trip and close coils.

  - Equipment
    - Breakers will range from 480V up to 13.2kV

- **Protective Relays Inspection & Testing for Medium Voltage** – The following inspections and testing shall be completed by the Contractor after the County has performed all switching and protective device settings. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. These inspections and testing shall follow the NFPA 70B – Electrical Equipment Maintenance and the International Electrical Testing Associations – Maintenance Testing Specifications.

  - Visual and Mechanical Inspection
    - Verify documentation of equipment nameplate data.
    - Inspect for physical damage.
    - Inspect for the presence of foreign material, moisture, corrosion, condition of spiral spring, and disc clearance on the electromechanical relays.
    - Verify the tightness of case connections.
    - Inspect the gasket for the correct gasket seal.
    - Inspect shoring hardware, connection paddles, and/or knife switches.
    - Remove any foreign material from the case.
    - Verify target reset.
    - Clean cover glass and relay components as required.
    - Verify the freedom of movement, proper travel, alignment on electro-mechanical relays, and tightness of mounting hardware and tap screws.
    - Inspect bearing and/or pivots.
    - Burnish contacts.
    - Set relays in accordance with County requirements.

  - Electrical Tests
    - Test the pickup parameters on each operating element.
    - Test the timing at three (3) points on-time characteristic curve.
    - Test the pickup target and seal-in units, as applicable.
    - Test the insulation resistance on each circuit branch to frame on only electro-mechanical relays.
    - Verify that each of the relay contacts operates its associated device only if permitted by Plant Operators.

- **Grounding & Ground Resistance Testing** - As required, the Contractor shall provide ground resistance testing using the "Fall-Of-Potential" method and any other ground resistance testing requested by the County because of environmental deterioration such as lightning and corrosion damage, low water tables, and/or additions and improvements to the electrical systems to verify the ground sufficiency and meeting the required codes. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. **The quantity and type of gear may change as a result of upgrades to the facility.**

7. **Thermography Inspections**

   a. The Contractor may be required to provide, either directly or through a subcontractor, Thermography Inspections of the electrical distribution system, identifying equipment and connections operating above "normal" temperatures. "Normal" operating temperatures are defined in terms of rising above ambient temperature.

   - A technician completing this work must be a Certified Thermographer with a minimum of three (3) years conducting infrared inspections and two (2) years of experience in the electrical trade.

   - The Contractor will be required to create a log with the time of day the inspection was made, a description of the equipment, and notes as to whether a problem was found or not. Two (2) copies of a report showing the hot spots located shall be provided to the County after the inspection is completed. The report shall include recommendations for repairs, images, and tables showing what was found. The Contractor shall place a label on all devices tested with the date of test, company name, and results. For each Thermal problem, the date and time, estimated temperature, and the perceived severity or priority

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of the problem shall be reported. Two (2) images shall be provided for each problem, one color image showing the variation in temperatures and the other color image showing the piece of equipment. The severity of the thermal concern shall be identified as (1) "immediate", (2) "next shutdown", or (3) "as time permits". A proposed report format and inspection log shall be submitted with the quotation.

Section B. Procedures for Distribution of Work

All awarded Contractors are expected to submit quotes for each Request for Quotation that will be issued under the resultant contract, for the duration of the contract. Repeatedly failing to submit a quote, when requested, may result in the removal of the awardee from the contract pool.

Quotes will be requested for each project. The procedure to be followed will be determined by the value of the project.

For all projects with a value **up to $1,000,000**, the procedure for obtaining quotes from the awarded Contractors is outlined below:

1. A Summary of Work and a Request for Quotation will be sent to all the selected Contractors, along with any applicable project plans and technical specifications. Completion time and the collection of liquidated damages may be specified in the Request for Quotation.

2. The County's Project Manager will set the required response time for each project, but the Contractors will be given a minimum of ten (10) business days to provide a quote. Other projects may require a longer quoting period to allow for proper coordination. This period may also include a pre-bid meeting.

3. The County may negotiate terms and conditions of the Scope of Work.

4. The County's Project Manager will review all quotes received by the given due date and may negotiate with the Contractor who submits the lowest quote, if outside the budget.

5. **Payment and Performance Bonds will be required for projects over $200,000** and shall be provided within ten (10) business days after notification of intent to award.

6. Contractor will commence work upon the County's issuance of a Notice to Proceed and Purchase Order. The Contractor agrees that any Purchase Order that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or termination of work.

7. **Any project over $500,000 will require further Board approval.**

The County reserves the right to waive any or all of these requirements if in the best interest of the County and to separately solicit any job.

Projects exceeding the $1,000,000 threshold will be formally solicited.

The Contractor will be compensated for lump sum, unit price, and/or time and material (T&M) work, as applicable, including material and subcontractor markup.

All T&M work will utilize a fee schedule – **Exhibit B** of the Agreement. **Markup for subcontractors shall not exceed 15%. The markup for parts/materials and rental equipment shall not exceed 10%.**

For all T&M work, Contractor(s) shall be required to provide backup documentation of Contractor's time and proof of the subcontractor services with submission of invoice. Equipment or parts/materials with a single item amount of $500.00 or more shall require the Contractor to provide backup documentation. For all rental equipment, a copy of the rental receipt must be provided with the Contractor's invoice.

Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed. Mark-ups will not be allowed on shipping, freight, sales tax, consumer fees or taxes, use and other similar taxes or fees associated with any work under the resultant contract. All shipping or freight charges must have backup documentation.

Section C. Non-Urgent Work

Work will be performed during normal business hours, Monday through Friday, 7:00 AM to 5:00 PM, excluding County observed holidays. In some cases, work may be required after-hours and weekends. Project schedule shall be approved by the County's Project Manager.

Section D. On-Call Urgent Work

Urgent work shall be defined as any work that is not scheduled. 24-hour availability is needed to complete on-call urgent work. Urgent work will be completed on a rotating schedule with one (1) Contractor designated for a one (1) week period. Each awarded Contractor shall supply all County divisions/departments utilizing this contract with a minimum of two (2) twenty-four (24) hour urgent contact phone numbers. All Contractors must participate in the urgent work rotation, which will be equally divided. The County Project Manager or designee will manage and maintain rotation schedules such that a minimum of six (6) months of future equitable assignments are accessible to all Contractors awarded.

Urgent calls for assistance must be responded to with the Contractor's Journeyman on-site within three (3) hours to evaluate the job. Within five (5) hours of the request for assistance, the Contractor shall have appropriate crew, equipment, and, if necessary, Maintenance of Traffic set up. Additional time may be approved by the County in writing. Should a Contractor fail to respond to an urgent call the next Contractor in rotation shall be contacted. Any failure to provide coverage by a Contractor may be subject to termination.

All urgent work will be billed in accordance with the T&M fee schedule.

Section E. General Requirements

1. At a minimum, the awarded Contractor(s) must assign a licensed Journeymen Electrician on site during any work performed. When requested by the County, a Florida-licensed Master Electrician shall be made available to assist in any issue that may arise. The Contractor's employees performing electrical maintenance service shall have experience in high/medium voltage, as warranted.

2. The Contractor and all employees providing services under this agreement shall comply with all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to:

   - National Electric Code (NEC)
   - National Fire Protection Association (NFPA) 70E High Voltage
   - Institute of Electrical and Electronics Engineers (IEEE) PC57.13.2
   - Occupational Safety and Health Standards (OSHA)
   - Any other related and/or required federal, state, and local regulations to complete the work in a professional manner.

3. Equipment/Parts/Materials:

   All equipment and parts provided and installed by the Contractor under the awarded contract shall be new, free of defects, and may require County approval prior to installation. At a minimum, replacement parts and/or maintenance materials shall be based on the manufacturer's recommendations. The County reserves the right to supply parts and materials for selected projects and repairs.

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The Contractor shall, under no circumstances, remove any equipment containing a County asset sticker, without written authorization from County staff. The Contractor(s) shall request that, when replacing equipment, the asset sticker be removed by an appropriate County staff member authorized to adjust equipment inventory records.

4. Reporting:

   The Contractor shall submit a full report to the County on the work that was performed, including, but not limited to: inspections, diagnostic testing, troubleshooting, repairs, new installations, and/or maintenance. Final payment may be delayed until the County is in receipt of all requested reporting documents.

5. Permits:

   The Contractor shall be responsible for permit submissions unless otherwise instructed by the County. Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. Permit fees will be reimbursed at cost, no markup shall be allowed. Supporting documentation showing the fee paid must be included with the Contractor's invoice.

6. Safety:

   Barrier and Lights – During the progress of the work, the Contractor shall place and maintain, at all times, such barriers and lights that will effectively prevent accidents and keep personnel from entering the work area.

   Maintenance of Traffic Plans (MOT) – When staging areas are close to the street or in the traffic areas, an MOT shall be prepared and conform to the latest edition of the Florida Department of Transportation (FDOT) Design Standards, 600 series, and The Manual on Uniform Traffic Control Devices (MUTCD). The Contractor is authorized to subcontract MOT. It is required that either the Contractor or the subcontractor have current FDOT-approved MOT or Temporary Traffic Control, Intermediate Level, Certification per FDOT, Design Standards, 600 series indexes. The Contractor or subcontractor shall have current FDOT-approved certification in their name.

   Personal Protective Equipment (PPE) – All personnel shall use proper PPE while work is being performed and must follow all NFPA 70E requirements.

   Safety Issue Response - The County reserves the right to stop work for any safety concerns observed by any County employee.

7. Facility Security:

   The Contractor shall comply with the Department's security guidelines on facility security policies, this may include additional policies and procedures for work to be performed at the Collier County Sherriff's Office. Violations of these rules could, at a minimum, result in the termination of the awarded Contract.

   The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, the Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state, and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications, and other related records. The Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

   All the Contractor's employees and subcontractors must always wear Collier County Government

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Identification badges while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon the award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

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Exhibit B

Fee Schedule

☒ following this page (pages 1 through 1)

☐ this exhibit is not applicable

Invitation for Qualification (IFQ) #22-8056
"HIGH/MEDIUM VOLTAGE ELECTRICAL SERVICE"
EXHIBIT B
FEE SCHEDULE

Simmonds Electrical of Naples, Inc.

Item	Description	Hourly Rate
1	Master Electrician	$ 125.00
2	Supervisor	$ 125.00
3	Journeyman Electrician	$ 125.00
4	Apprentice Electrician	$ 125.00
5	Helper	$ 80.00
6	General Laborer	$ 80.00
7	Ditch Witch - *Upon arrival at site*	$ 60.00
8	40 Foot Crane with Operator	$ 350.00
9	50 Foot Crane with Operator	Rental
10	40 Foot Bucket Truck with Operator	$ 250.00
11	80 Foot Bucket Truck with Operator	$ 250.00

Mark-Ups	
Percentage of Mark-Up for Actual Cost of Parts/Materials	10%
Percentage of Mark-Up for Rented Equipment	10%
Percentage of Mark-Up for Subcontractor	15%

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Exhibit B-1 Public Payment Bond

(Template to follow this page.)

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EXHIBIT B – 1: PUBLIC PAYMENT BOND

Bond No. _____ Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal/Contractor, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to Collier County Board of County Commissioners as Oblige in the sum of _____ ($_____), this includes allowance for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _ day of _____, 20___ with Oblige for _____ (Project) in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect sureties' obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.0592. In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____day of _____, 20___, the name of undersigned representative, pursuant to authority of its governing body.

CAO

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR:

_____
Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

SURETY:

_____
Authorized Signature

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

OR POWER OF ATTORNEY IN FACT

CAO

_____
As Attorney in Fact Signature
(Attach Power of Attorney

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

Name: _____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

CAO

Exhibit B-2 Public Performance Bond

(Template to follow this page.)

EXHIBIT B – 2: PUBLIC PERFORMANCE BOND

Bond No. _____ Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal/Contractor, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to Collier County Board of County Commissioners as Oblige in the sum of _____ ($_____), in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs, and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise, it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20 ____, the name of each party being affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CAO

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR:

_____
Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)
_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

SURETY:

_____
Authorized Signature

_____
(Printed Name)

_____
_____
_____
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)
_____
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

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Exhibit C Release and Affidavit Form

(Template to follow this page.)

EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (_____)
STATE OF (_____)

Before me, the undersigned authority, personally appeared _____who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

_____
Contractor's Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)

Notary Public, State of _____
Commission No.: _____

CAO

Exhibit D-1 Application for Payment Form

(Template to follow this page.)

EXHIBIT D-1
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @5% through [Insert Date]	$	Retainage @ 5% through [Insert date]	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

CAO

Exhibit D-2 Schedule of Values Form

(Template to follow this page.)

Exhibit D-2
Schedule of Values

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE*	SINCE DATE								

* The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happended since the change in retainage.

[2024_ver.1]

CAO

D-3 Stored Materials Record Form

(Template to follow this page.)

Exhibit D-3
Stored Materials Record

PROJECT NAME: _____ **PROJECT NUMBER:** _____
DATE:
PERIOD TO: _____

DATE	DESCRIPTION	SUPPLIER	INVOICE NUMBER	PREVIOUSLY RECORDED (A)	RECEIVED THIS PERIOD (B)	PREVIOUSLY INSTALLED (C)	INSTALLED THIS PERIOD (D)	BALANCE TO INSTALL (E)

Balance to Install (E) is calculated by: Previously Recorded (A) + Received this Period (B) - Previously Installed (C) - Installed this Period (D).

[2024_ver.1]

CAO

Exhibit D-4 Cash Flow Projection Form

(Template to follow this page.)

EXHIBIT D-4 CASH FLOW PROJECTION

Project Name:			Project #:		
Scheduled Value Date*:		Item #	Description & Quantities	Allowance $	Grand Totals
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
	Total				

*Projected Date for construction/installation of designated Item #.

[2024_ver.1]

CAO

Exhibit E-1 Change Order

(Template to follow this page.)

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Select One: ☐ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: **Division Name:**

Original Contract/Work Order Amount			**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount			**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount			**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change		0.00%	**Total % Change from Original Amount**
Revised Contract/Work Order Total	$0.00	0.00%	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	$0.00	0.00%	**% Change from Current Amount**

Notice to Proceed Date **Original NTP # of Days** **Original Final Completion Date** **Last Final Approved Date**

# of Days Added **Revised Final Date** (includes this change) **Current Substantial Completion Date** (if applicable)

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☐ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) Detail of change/s to be made through this Change Order.

2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.

3.) Explain why this change was not included in the original contract/Work Order.

4.) Describe the impact if this change is not processed.

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Change Order/Amendment Summary

(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	

☐ Check here if additional summary page/s are attached to this Change Order

Collier County

Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: _____ Date: _____
Signature-**Division Project Manager**

_____
Printed Name

Accepted by: _____ Date: _____
Signature- **Design/Engineer Professional** (if applicable)

_____
Printed Name/Title/Company Name

Accepted by: _____ Date: _____
Signature- **Contractor/Consultant/Vendor**

_____
Printed Name/Title/ Company Name

Approved by: _____ Date: _____
Signature-**Division Manager or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Director or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Administrator or Designee** ***(Optional)***

_____
Printed Name

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ___ CHO Request # ☐

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ☐ **Administrative-BCC Report** ☐ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

Exhibit E-2 Work Directive

(Template to follow this page.)

EXHIBIT E-2
WORK DIRECTIVE CHANGE

PROJECT NAME: **CHANGE #**

DATE OF ISSUANCE: **EFFECTIVE DATE:**

OWNER: Collier County Board of Commissioners **PROJECT#:**

CONTRACTOR: **ENGINEER:**

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments:

If a claim is made that the above change(s) have affected Contract amount or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract amount:
☐ Unit Prices
☐ Lump Sum
☐ Other

Method of determining change in Contract Times:
☐ CONTRACTOR's records
☐ Engineer's record
☐ Other

A not-to-exceed itemized estimated increase (decrease) in Contract amount:
$

Estimated change in Contract Time:

Increase or decrease by calendar days.

RECOMMENDED:

By:

Engineer/Design Professional

AUTHORIZED:

By:

Owner's Representative

CAO

Exhibit F-1 Certificate of Substantial Completion

(Template to follow this page.)

EXHIBIT F-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

_____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

_____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

CAO

This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the final punch list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion and Contractor shall provide Owner with written notice that all punch list items have been completed.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

_____ The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__ and will submit within five calendar days, an approved pay application to bccapclerk@collierclerk.com. The pay application will include regular schedule of value scope work to be billed and all work to be billed for all change orders.

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

CAO

Exhibit F-2 Certificate of Final Completion

(Template to follow this page.)

EXHIBIT F-2

CERTIFICATE OF FINAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Final completion applies to all Work under the Contract documents. The warranty in Exhibit G-2 is attached to and made a part of this Certificate.

To _____
OWNER

And
To _____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

_____
DATE OF FINAL COMPLETION

CAO

Intentionally left blank

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Final Substantial on this _____, 20__ .

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Final Substantial on this _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

CAO

Exhibit F-3 Punch List Form

(Template to follow this page.)

EXHIBIT F-3 PUNCH LIST FORM

Item No.	Description	Value	Completion Date	Dated Approved by Owner
Subtotal x 150%				

CAO

Exhibit G-1 Final Payment Checklist

(Template to follow this page.)

EXHIBIT G-1: FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ PO No._____ Date: _____
Contractor: _____

The following items have been secured by the _____for the Project known as _____and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Date of Substantial Completion: _____
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
☐	☐	1.	All Punch List items completed on _____
☐	☐	2.	Warranties and Guarantees assigned to Owner (attach to this form).
☐	☐	3.	Effective date of General one year warranty from Contractor is: _____
☐	☐	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
☐	☐	5.	As-Built drawings obtained and dated: _____
☐	☐	6.	Owner personnel trained on system and equipment operation.
☐		7.	Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
☐	☐	8.	Certificate of Substantial Completion issued on _____
☐	☐	9.	Final Payment Application and Affidavits received from Contractor on: _____
☐	☐	10.	Consent of Surety received on _____
☐	☐	11.	Operating Department personnel notified Project is in operating phase.
☐	☐	12.	All Spare Parts or Special Tools provided to Owner: _____ _____
☐	☐	13.	Finished Floor Elevation Certificate provided to Owner: _____ _____
☐	☐	14.	Other: _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

Executed by Design Professional on _____, 20_____.

_____ _____
Signature of Design Professional Type Name and Title

Executed by Contractor on _____, 20_____.

_____ _____
Signature of Contractor Type Name and Title

Executed by Owner on _____, 20_____.

_____ _____
Signature of Owner Type Name and Title

CAO

Exhibit G-2 – Warranty

(Template to follow this page.)

EXHIBIT G-2

WARRANTY

In consideration of ten dollars, ($10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

_____

Date of Substantial Completion:

_____

Name and Address of CONTRACTOR:

_____

_____

_____

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF SUBSTANTIAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes,* Chapter 95, *et seq.*

CONTRACTOR:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name Printed and Title	Name Printed

CAO

Exhibit H

☐ this exhibit is not applicable

Other Exhibit/Attachment

Description: Federal Emergency Management Agency Public Assistance Provisions

☒ following this page (pages 1 through 11)

☐ this exhibit is not applicable

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

CAO

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

CAO

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

CAO

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

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Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Simmonds Electrical of Naples, Inc.

Date 08/22/2023

Authorized Signature 

CAO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

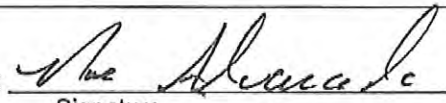
Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Simmonds Electrical of Naples, Inc.

By: 

Signature

Noe Alvarado, President

Name and Title

8941 Quality Road

Street Address

Bonita Springs, FL 34135

City, State, Zip

1129598103

UEI Unique Entity Identifier (for SAM.gov verification)

08/22/2023

Date

Sub-Recipient Name:	Collier County Board of County Commissioners
DEM Contract Number:	TBD
FEMA Project Number:	TBD

CAO

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Simmonds Electrical of Naples, Inc.	37-1654907	

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?			IS THE ACTIVITY OF THIS CONTRACT...		
	VETERAN	Y N		CONSTRUCTION ?	[Y] N
	DBE?	Y N		CONSULTATION?	Y N
	MBE?	Y N		OTHER?	Y N
	WBE?	Y N			
	SDB 8A?	Y N			
IS THIS SUBMISSION A REVISION?		Y [N]	IF YES, REVISION NUMBER_____		

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Noe Alvarado	08/22/2023	President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
cindy@simmondselectricalofnaples.com	239-643-2770	239-643-6873

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Simmonds Electrical of Naples, Inc.
Contractor (Firm Name)

Noe Alvarado
Signature of Contractor's Authorized Official

Noe Alvarado, President
Name and Title of Contractor's Authorized Official

08/22/2023
Date

CAO

Collier County
Procurement Services Division

COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS

INVITATION FOR QUALIFICATION (IFQ)

FOR

HIGH/MEDIUM VOLTAGE ELECTRICAL SERVICES

SOLICITATION NO.: 22-8056

JUAN DELGADO, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMIAMI TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-8944
juan.delgado@colliercountyfl.gov

This solicitation document is prepared in Microsoft Word format (Rev 8/7/2017). Any alterations to this document made by the Contractor may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

INVITATION FOR QUALIFICATION (IFQ) NUMBER:	**22-8056**
PROJECT TITLE:	**HIGH/MEDIUM VOLTAGE ELECTRICAL SERVICES**
PRE-PROPOSAL CONFERENCE:	**N/A**
LOCATION:	**N/A**
IFQ OPENING DAY/DATE/TIME:	**TUESDAY, AUGUST 22, 2023, AT 3:00 PM EST**
PLACE OF IFQ OPENING:	**PROCUREMENT SERVICES DIVISION** **3295 TAMIAMI TRAIL EAST, BLDG C-2** **NAPLES, FL 34112**

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:
https://www.bidsync.com/bidsync-cas/

INTRODUCTION

As requested by the Public Utilities Department (hereinafter, the "Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation for Qualification (hereinafter, "IFQ") with the intent of obtaining proposals from interested and qualified contractors in accordance with the terms, conditions, and specifications stated or attached. The contractor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The intent of this solicitation is to award a minimum of three (3) Contractors to complete various high/medium voltage electrical projects, as may be required by Collier County.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

County departments anticipate spending approximately $2,000,000 annually; however, this may not be indicative of future projects and events. FEMA funding may be used, in part, in support of this procurement.

BACKGROUND

The Public Utilities Department operates and maintains water and wastewater treatment facilities and transmission and collection facilities within Collier County. These facilities range from 13.2 kV power distribution systems to 480V.

The Contractor must demonstrate its expertise to provide technical and specialized high/medium voltage electrical maintenance services, outlined in these specifications. The Contractor must also have the knowledge, skills, and ability to properly diagnose, repair, maintain, rehabilitate, and construct any of the Department's electrical components and systems.

TERM OF CONTRACT

The contract term, if an award(s) is/are made, is intended to be for three (3) years with two (2) one-year renewals.

Prices shall remain firm for the initial term of this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

DETAILED SCOPE OF WORK

The County is seeking qualified High/Medium Voltage Electrical Contractors licensed in the State of Florida. The intent of this solicitation is to award multiple Contractors to provide high/medium voltage services, including on-call urgent services, regardless of location, for a wide range of projects as may be requested by the County.

The table below contains examples of the present facilities that will require industrial electrical services. Florida Power and Light is currently the predominant electrical supplier for the County, with a limited area in the growing Northeast serviced by Lee County Electric Cooperative, Inc. This list is not all-inclusive and is provided for reference only.

Example Plant Facilities Table

Description	Max Fault Protection (amp)	Voltage/Phase
Irrigation Quality Pump Stations	2000	480 / 3
Wastewater Pump Stations	2000	480 / 3
North County Water Reclamation Facility	4000	480 / 3
South County Water Reclamation Facility	4000	480 / 3
Golden Gate Water Reclamation Facility	2000	480 / 3
Orange Tree Waste Reclamation Facility	2000	480 / 3
Northeast Waste Reclamation Facility	2000	480 / 3
Northeast Water Plant	600	13,200 / 3
North Water Plant	1000	13,200 / 3
South Water Plant	800	13,200 / 3
Water Pump Stations	2000	480 / 3

Section A. Services and Minimum Qualifications

Services and Contractor qualifications shall include, but not be limited to, the following:

1. **Power Distribution Maintenance**
   a. The Contractor must have knowledge, skills, and the ability to construct, maintain, diagnose, and repair industrial plant electrical power components.
   b. These components and equipment will include but shall not be limited to: High and Medium Voltage (4160V – 13.2 kV) – delta or wye systems, transformers, switching gear, motor starters and panels, protective devices, and many other similar devices.

2. **Inspections and Testing**
   a. The Contractor must have the experience to identify and communicate to the appropriate County staff any issues that could cause a disruption in the function of the equipment when performing inspections and tests.
   b. The Contractor must have the knowledge and experience to perform the proper inspections and tests that will ensure the County equipment functions properly and complies with all electrical codes and standards.
   c. The Contractor shall place a label on all devices tested with the date of the test, company name, and results.

3. **Troubleshooting & Diagnostic Testing**
   a. The Contractor must have the experience to complete diagnostic testing that shall include but is not limited to power monitoring, harmonic analysis, short circuit studies, grounding studies, insulation testing, and fault analysis.
   b. The Contractor must be capable of quick and efficient troubleshooting electrical problems when a component fails to work due to a loss of power.

4. **Maintenance and Repair**
   a. The Contractor must have the experience and ability to complete preventative, predictive, and corrective electrical maintenance on equipment ranging in voltage from 480V to 13.2 kV.

5. **Rehabilitation of systems and equipment**
   a. The Contractor must have experience in successful rehabilitation projects as they relate to this Scope of Work. The Contractor must have the ability and resources to complete rehabilitation projects on time and within budget.

6. AutoCAD Drawings

a. The Contractor will, at the County's request, provide electrical drawings using AutoCAD that will be used for record drawings in DXF or DWG format. If work requires the Contractor to supply AutoCAD drawings, the County must be in possession of the drawings before the final payment is released.

7. Other Testing & Inspections

a. The Contractor may be required to provide, either directly or through the use of a subcontractor, inspection and testing services by a certified representative on an as-needed basis, such as:

- **Pad Mounted Transformer Oil Testing** – The Contractor shall draw oil from all oil-filled transformers for ASTM Oil Transformer Analysis. These annual tests show any changes and help prevent unanticipated failures by allowing planning for replacements. The quote shall be per transformer and shall include labor, testing, and reports. The reports shall include historical data for graphing purposes.

- **Medium Voltage Vacuum Breaker Inspection and Testing** – The following inspection and testing shall be completed by the Contractor after the County has performed all switching and protective device settings. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. These inspections and testing shall follow the National Fire Protection Association's (NFPA) 70B – Electrical Equipment Maintenance and the International Electrical Testing Association – Maintenance Testing Specifications.

  - Visual and Mechanical Inspection
    - Verify documentation of equipment nameplate data.
    - Inspect for physical damage.
    - Clean and lubricate the operating mechanism.
    - Vacuum the enclosure and clean the busbars
    - Inspect the breaker for cell alignment, anchorage, and grounding.
    - Verify the operating mechanism for alignment and clearances.
    - Inspect the contact wear and measurement of critical distances, such as the contact gap, in accordance with the manufacturer's recommendations.

  - Electrical Tests
    - Measure the contact resistance.
    - Trip the circuit breaker by operating the protective device.
    - Close and trip the breaker with the local control switch and verify trip, close, trip-free, and anti-pump functions.
    - Test the insulation resistance phase to ground, phase to phase, and across open contacts.
    - Test the vacuum bottle integrity on each phase in accordance with the manufacturer's recommendations.
    - Test the insulation resistance. (This test shall not be performed on control wiring connected to solid-state devices).
    - Test minimum pickup voltage on the trip and close coils.

  - Equipment
    - Breakers will range from 480V up to 13.2kV

- **Protective Relays Inspection & Testing for Medium Voltage –** The following inspections and testing shall be completed by the Contractor after the County has performed all switching and protective device settings. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. These inspections and testing shall follow the NFPA 70B – Electrical Equipment Maintenance and the International Electrical Testing Associations – Maintenance Testing Specifications.

  - Visual and Mechanical Inspection
    - Verify documentation of equipment nameplate data.
    - Inspect for physical damage.
    - Inspect for the presence of foreign material, moisture, corrosion, condition of spiral spring, and disc clearance on the electromechanical relays.
    - Verify the tightness of case connections.
    - Inspect the gasket for the correct gasket seal.
    - Inspect shoring hardware, connection paddles, and/or knife switches.
    - Remove any foreign material from the case.
    - Verify target reset.
    - Clean cover glass and relay components as required.
    - Verify the freedom of movement, proper travel, alignment on electro-mechanical relays, and tightness of mounting hardware and tap screws.

- Inspect bearing and/or pivots.
- Burnish contacts.
- Set relays in accordance with County requirements.

- Electrical Tests
  - Test the pickup parameters on each operating element.
  - Test the timing at three (3) points on-time characteristic curve.
  - Test the pickup target and seal-in units, as applicable.
  - Test the insulation resistance on each circuit branch to frame on only electro-mechanical relays.
  - Verify that each of the relay contacts operates its associated device only if permitted by Plant Operators.

- **Grounding & Ground Resistance Testing** - As required, the Contractor shall provide ground resistance testing using the "Fall-Of-Potential" method and any other ground resistance testing requested by the County because of environmental deterioration such as lightning and corrosion damage, low water tables, and/or additions and improvements to the electrical systems to verify the ground sufficiency and meeting the required codes. The Contractor shall provide to the County two (2) copies of a report, including test results to verify the condition of the equipment and recommendations for actions to be taken for each piece of equipment. **The quantity and type of gear may change as a result of upgrades to the facility**.

8. Thermography Inspections

a. The Contractor may be required to provide, either directly or through a subcontractor, Thermography Inspections of the electrical distribution system, identifying equipment and connections operating above "normal" temperatures. "Normal" operating temperatures are defined in terms of rising above ambient temperature.

- A technician completing this work must be a Certified Thermographer with a minimum of three (3) years conducting infrared inspections and two (2) years of experience in the electrical trade.

- The Contractor will be required to create a log with the time of day the inspection was made, a description of the equipment, and notes as to whether a problem was found or not. Two (2) copies of a report showing the hot spots located shall be provided to the County after the inspection is completed. The report shall include recommendations for repairs, images, and tables showing what was found. The Contractor shall place a label on all devices tested with the date of test, company name, and results. For each Thermal problem, the date and time, estimated temperature, and the perceived severity or priority of the problem shall be reported. Two (2) images shall be provided for each problem, one color image showing the variation in temperatures and the other color image showing the piece of equipment. The severity of the thermal concern shall be identified as (1) "immediate", (2) "next shutdown", or (3) "as time permits". A proposed report format and inspection log shall be submitted with the quotation.

Section B. Procedures for Distribution of Work

All awarded Contractors are expected to submit quotes for each Request for Quotation that will be issued under the resultant contract, for the duration of the contract. Repeatedly failing to submit a quote, when requested, may result in the removal of the awardee from the contract pool.

Quotes will be requested for each project. The procedure to be followed will be determined by the value of the project.

For all projects with a value **up to $1,000,000**, the procedure for obtaining quotes from the awarded Contractors is outlined below:

1. A Summary of Work and a Request for Quotation will be sent to all the selected Contractors, along with any applicable project plans and technical specifications. Completion time and the collection of liquidated damages may be specified in the Request for Quotation.

2. The County's Project Manager will set the required response time for each project, but the Contractors will be given a minimum of ten (10) business days to provide a quote. Other projects may require a longer quoting period to allow for proper coordination. This period may also include a pre-bid meeting.

3. The County may negotiate terms and conditions of the Scope of Work.

4. The County's Project Manager will review all quotes received by the given due date and may negotiate with the Contractor who submits the lowest quote, if outside the budget.

5. **Payment and Performance Bonds will be required for projects over $200,000** and shall be provided within ten (10) business days after notification of intent to award.

6. Contractor will commence work upon the County's issuance of a Notice to Proceed and Purchase Order. The Contractor agrees that any Purchase Order that extends beyond the expiration date of the resultant contract will survive and remain subject to the terms and conditions of the resultant contract until the completion or termination of work.

7. **Any project over $500,000 will require further Board approval.**

The County reserves the right to waive any or all of these requirements if in the best interest of the County and to separately solicit any job.

Projects exceeding the $1,000,000 threshold will be formally solicited.

The Contractor will be compensated for lump sum, unit price, and/or time and material (T&M) work, as applicable, including material and subcontractor markup.

All T&M work will utilize a fee schedule. Fee schedule rates, which are subject to additions or deletions, will be negotiated with the awarded Contractors and will be added to the contract for utilization. **Markup for subcontractors shall not exceed 15%. The markup for parts/materials and rental equipment shall not exceed 10%.**

For all T&M work, Contractor(s) shall be required to provide backup documentation of Contractor's time and proof of the subcontractor services with submission of invoice. Equipment or parts/materials with a single item amount of $500.00 or more shall require the Contractor to provide backup documentation. For all rental equipment, a copy of the rental receipt must be provided with the Contractor's invoice.

Ancillary charges may be transferred to the County in the actual amount; however, mark-ups will not be allowed. Mark-ups will not be allowed on shipping, freight, sales tax, consumer fees or taxes, use and other similar taxes or fees associated with any work under the resultant contract. All shipping or freight charges must have backup documentation.

Section C. Non-Urgent Work

Work will be performed during normal business hours, Monday through Friday, 7:00 AM to 5:00 PM, excluding County observed holidays. In some cases, work may be required after-hours and weekends. Project schedule shall be approved by the County's Project Manager.

Section D. On-Call Urgent Work

Urgent work shall be defined as any work that is not scheduled. 24-hour availability is needed to complete on-call urgent work. Urgent work will be completed on a rotating schedule with one (1) Contractor designated for a one (1) week period. Each awarded Contractor shall supply all County divisions/departments utilizing this contract with a minimum of two (2) twenty-four (24) hour urgent contact phone numbers. All Contractors must participate in the urgent work rotation, which will be equally divided. The County Project Manager or designee will manage and maintain rotation schedules such that a minimum of six (6) months of future equitable assignments are accessible to all Contractors awarded.

Urgent calls for assistance must be responded to with the Contractor's Journeyman on-site within three (3) hours to evaluate the job. Within five (5) hours of the request for assistance, the Contractor shall have appropriate crew, equipment, and, if necessary, Maintenance of Traffic set up. Additional time may be approved by the County in writing. Should a Contractor fail to respond to an urgent call the next Contractor in rotation shall be contacted. Any failure to provide coverage by a Contractor may be subject to termination.

All urgent work will be billed in accordance with the T&M fee schedule.

Section E. General Requirements

1. At a minimum, the awarded Contractor(s) must assign a licensed Journeymen Electrician on site during any work performed. When requested by the County, a Florida-licensed Master Electrician shall be made available to assist in any issue that may arise. The Contractor's employees performing electrical maintenance service shall have experience in high/medium voltage, as warranted.

2. The Contractor and all employees providing services under this agreement shall comply with all applicable Federal, State, and Local laws, codes, and regulations, including, but not limited to:

- National Electric Code (NEC)
- National Fire Protection Association (NFPA) 70E High Voltage
- Institute of Electrical and Electronics Engineers (IEEE) PC57.13.2
- Occupational Safety and Health Standards (OSHA)
- Any other related and/or required federal, state, and local regulations to complete the work in a professional manner.

3. Equipment/Parts/Materials:

   All equipment and parts provided and installed by the Contractor under the awarded contract shall be new, free of defects, and may require County approval prior to installation. At a minimum, replacement parts and/or maintenance materials shall be based on the manufacturer's recommendations. The County reserves the right to supply parts and materials for selected projects and repairs.

   The Contractor shall, under no circumstances, remove any equipment containing a County asset sticker, without written authorization from County staff. The Contractor(s) shall request that, when replacing equipment, the asset sticker be removed by an appropriate County staff member authorized to adjust equipment inventory records.

4. Reporting:

   The Contractor shall submit a full report to the County on the work that was performed, including, but not limited to: inspections, diagnostic testing, troubleshooting, repairs, new installations, and/or maintenance. Final payment may be delayed until the County is in receipt of all requested reporting documents.

5. Permits:

   The Contractor shall be responsible for permit submissions unless otherwise instructed by the County. Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. Permit fees will be reimbursed at cost, no markup shall be allowed. Supporting documentation showing the fee paid must be included with the Contractor's invoice.

6. Safety:

   Barrier and Lights – During the progress of the work, the Contractor shall place and maintain, at all times, such barriers and lights that will effectively prevent accidents and keep personnel from entering the work area.

   Maintenance of Traffic Plans (MOT) – When staging areas are close to the street or in the traffic areas, an MOT shall be prepared and conform to the latest edition of the Florida Department of Transportation (FDOT) Design Standards, 600 series, and The Manual on Uniform Traffic Control Devices (MUTCD). The Contractor is authorized to subcontract MOT. It is required that either the Contractor or the subcontractor have current FDOT-approved MOT or Temporary Traffic Control, Intermediate Level, Certification per FDOT, Design Standards, 600 series indexes. The Contractor or subcontractor shall have current FDOT-approved certification in their name.

   Personal Protective Equipment (PPE) – All personnel shall use proper PPE while work is being performed and must follow all NFPA 70E requirements.

   Safety Issue Response - The County reserves the right to stop work for any safety concerns observed by any County employee.

7. Facility Security:

   The Contractor shall comply with the Department's security guidelines on facility security policies, this may include additional policies and procedures for work to be performed at the Collier County Sherriff's Office. Violations of these rules could, at a minimum, result in the termination of the awarded Contract.

   The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, the Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state, and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications, and other related records. The Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All the Contractor's employees and subcontractors must always wear Collier County Government Identification badges while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

Collier County Sheriff's Office (CCSO) requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon the award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

INVITATION FOR QUALIFICATION (IFQ) PROCESS

1. The Proposers will submit a qualifications proposal which will be scored based on the criteria in Grading Criteria for Development of Shortlist, which will be the basis for short-listing firms.

   The Proposers will need to meet the minimum requirements outlined herein in order for their proposal to be evaluated and scored by the COUNTY. The COUNTY will then grade and rank the firms and recommend multiple firms to establish a library for services needed. The COUNTY reserves the right to issue an invitation for oral presentations to obtain additional information after grading and before the final ranking. A contract will be developed with the selected firms, based on their qualifications and scope of services, and submitted for approval by the Board of County Commissioners.

2. The COUNTY will use a Selection Committee in the Invitation for the Qualification selection process.

3. The intent of the scoring of the proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing, and organizational structure.

4. The intent of the oral presentations, if deemed necessary, is to provide the contractors with a venue where they can conduct discussions with the Selection Committee to clarify questions and concerns before providing a final rank.

5. Based upon a review of these proposals, the COUNTY will rank the Proposers based on the qualifications, discussion, and clarifying questions and recommend multiple firms in a library for quoting services.

GRADING CRITERIA FOR THE DEVELOPMENT OF THE SHORTLIST:

6. For the development of a shortlist, this evaluation criterion will be utilized by the COUNTY'S Selection Committee to score each proposal. Proposers are encouraged to keep their submittals concise and to include a minimum of marketing materials. Proposals must address the following criteria:

Evaluation Criteria	Maximum Points
1. Cover Letter / Management Summary	5 Points
2. Firms Qualifications and Licenses	40 Points
3. Experience and Capacity of the Firm	40 Points
4. Recent, current, and projected workloads of the firm	15 Points
TOTAL POSSIBLE POINTS	**100 Points**

Tie Breaker: In the event of a tie at the final ranking, an award shall be made to the proposer with the lower volume of work previously awarded. The volume of work shall be calculated based on the total dollars paid to the proposer in the twenty-four (24) months prior to the RFP submittal deadline. Payment information will be retrieved from the County's financial system of record. The tie-breaking procedure is only applied in the final ranking step of the selection process and is invoked by the Procurement Services Division Director or designee. In the event a tie still exists, selection will be determined based on a random selection by the Procurement Services Director before at least three (3) witnesses.

Each criterion and methodology for scoring is further described below.

EVALUATION CRITERIA NO. 1: COVER LETTER/MANAGEMENT SUMMARY (5 Total Points)

Provide a cover letter that clearly states if the Proposal is for one or both categories, signed by an authorized officer of the Company, indicating the underlying philosophy of the Company in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning the proposal. Submission of a signed Proposal is the Contractor's certification that the Contractor will accept any awards as a result of this IFQ.

EVALUATION CRITERIA NO. 2: FIRM'S QUALIFICATIONS AND LICENSES (40 Total Points Available)

In this criteria, include, but are not limited to:

- Provide information that documents your Company's and your subcontractors' qualifications to produce the required deliverables, including abilities, capacity, skill, and the number of years of experience in providing the required services.
- Provide team member qualifications that will be assigned to Collier County work.
- Provide a copy of any of the Firm's licenses (i.e., general or building contractor, electrical contractor, electrician, etc.) that are most relevant to completing this scope of work.

EVALUATION CRITERIA NO. 3: EXPERIENCE AND CAPACITY OF THE FIRM (40 Total Points Available)

In this criteria, including but not limited to:

- Abilities, capacity, skill, and financial strength of the firm.
- Number of years of experience in providing similar services in electrical repair and installation specific to utility facilities.
- Number of full-time staff members employed by the company.

The County requests that the contractor submits no fewer than three (3) and no more than ten (10) completed reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. Provide information on the projects completed by the Proposer that best represent projects of similar size, scope, and complexity to this project using Form 5 provided. Proposers may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.

EVALUATION CRITERIA NO. 4: RECENT, CURRENT, AND PROJECTED WORKLOADS OF THE FIRM (15 Total Points Available)

This criterion measures the team's proposed resources for the project and their availability to complete all elements of this project with regard to the closeout of recent work, current workload, and projected projects that could impact the completion of this project.

CONTRACTOR CHECKLIST

Contractor should check off each of the following items as the necessary action is completed (please see, Contractor Check List)

Collier County
Procurement Services Division

Notice of Recommended Award

Solicitation: 22-8056 Title: High/Medium Voltage Electrical Services

Due Date and Time: September 5, 2023, at 3:00 PM EST.

Respondents:					
Company Name	City	County	State	Final Ranking	Responsive/Responsible
Simmonds Electrical of Naples Inc.	Bonita Springs	Lee	FL	1	Yes/Yes
Electrical Engineering Enterprises, Inc.	Tampa	Hillsborough	FL	2	Yes/Yes
MP Predictive Technologies, Inc.	Orlando	Orange	FL	3	Yes/Yes

Utilized Local Vendor Preference: Yes ☐ No ■

Recommended Vendor(s) For Award:
On July 22, 2023, the Procurement Services Division released notices of Invitation for Qualification ("IFQ") No. 22-8056 High-Medium Voltage Electrical Services. Ten Thousand and Twenty (10,020) notifications were sent, forty-seven (47) suppliers viewed the solicitation information, and three (3) proposals were received by the due date of September 5, 2023. Staff reviewed the bids received. All three proposers were deemed responsive and responsible with minor irregularities.

The Selection Committee met on December 8, 2023, and as described in the solicitation documents, the Committee scored each of the proposals and the proposers were ranked as listed above.

All contractors are being recommended for award:
Simmonds Electrical of Naples, Inc. ranked as 1
Electrical Engineering Enterprises, Inc. ranked as 2
MP Predictive Technologies, Inc. ranked as 3

Contract Driven ■ Purchase Order Driven ☐

Required Signatures

Project Manager: DocuSigned by: Donna Deeter FED3E0670EB84A5... 1/25/2024

Procurement Strategist: DocuSigned by: Leeann Charles DC0CFD16DA4D491... 1/25/2024

Procurement Services Director:

DocuSigned by: Sandra Srnka 3ECCC8279B554F5...
Sandra Srnka

1/25/2024
Date

ELECTRICAL ENGINEERING ENTERPRISES

Date: September 5, 2023

From: Christopher A. Steele, P.E., President, Electrical Engineering Enterprises

To: Juan Delgado, Procurement Strategist, Collier County Procurement Services Division

Subject: Solicitation 22-8056 High/Medium Voltage Electrical Services

Juan,

Electrical Engineering Enterprises (EEE) submits for your review its Invitation For Qualification (IFQ) on Solicitation 22-8056, Collier County High/Medium Voltage Electrical Services. EEE is a full-service industrial field service and construction company with over 22 years of experience providing high and medium voltage services as described below.

EEE 50 team member workforce is divided into four (4) difference cohesive business units: Field Services, Testing Services, Existing Asset Maintenance and Powerline Distribution maintenance and construction. EEE employs high value service technicians and electricians who can construct, maintain, diagnose and repair new and existing assets. EEE supports similar customers to Collier County, such as the City of St. Petersburg, Hillsborough County, Tampa Bay Water, and the City of Plantation.

Within the attached IFQ, EEE demonstrates expertise to provide technical and specialized high/medium voltage electrical maintenance services.

EEE looks forward to developing a relationship with Collier County and providing safe, efficient, effective high/medium voltage electrical services.

Please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Christopher A. Steele, P.E.

Christopher A. Steele, P.E.
President
Electrical Engineering Enterprises
steele@electeng.com
(813) 740-9601 – Office
(813) 777-7866 – Cell

Collier County
Procurement Services Division

Vendor Check List

IMPORTANT: Please review carefully and submit with your Proposal/Bid. All applicable documents shall be submitted electronically through BidSync. Vendor should checkoff each of the following items. Failure to provide the applicable documents may deem you non-responsive/non-responsible.

x General Bid Instructions has been acknowledged and accepted.

x Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.

x Form 1: Vendor Declaration Statement

x Form 2: Conflict of Interest Certification

☒ Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - http://dos.myflorida.com/sunbiz/ should be attached with your submittal.

☒ Vendor **MUST** be enrolled in the E-Verify - https://www.e-verify.gov/ at the time of submission of the proposal/bid.

☒ Form 3: Immigration Affidavit Certification **MUST** be signed and attached with your submittal.

☒ E-Verify Memorandum of Understanding or Company Profile page should be attached with your submittal.

☒ Form 4: Reference Questionnaire form must be utilized for each requested reference and included with your submittal, if applicable to the solicitation.

☐ Form 5: Grant Provisions and Assurances package in its entirety, **if applicable**, are executed and should be included with your submittal. NA

x Vendor W-9 Form.

☐ Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommend Award.

☐ The Bid Schedule has been completed and attached with your submittal, applicable to bids.

x Copies of all requested licenses and/or certifications to complete the requirements of the project.

x All addenda have been signed and attached.

☐ County's IT Technical Architecture Requirements has been acknowledged and accepted, if applicable.

☐ Any and all supplemental requirements and terms has been acknowledged and accepted, if applicable.

Additional Contact Information

Send payments to: (required if different from above)	AR department Company name used as payee
Contact name:	Padric O'Brien
Title:	Controller
Address:	5316 E Henry Ave
City, State, ZIP	Tampa , FL 33610
Telephone:	813-740-9601
Email:	AR@electeng.com
Office servicing Collier County to place orders (required if different from above)	
Contact name:	Kent Clearwaters
Title:	Sr. Sales Eng.
Address:	5316 E Henry Ave
City, State, ZIP	Tampa, FL 33610
Telephone:	813d-363-7000
Email:	clearwaters@electeng.com

Collier County
Procurement Services Division

Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ___5__ day of ____Sept_____, 2023_ in the County of Hillsborough, in the State of Florida.

Firm's Legal Name:	Electrical Engineering Enterprises, Inc.
Address:	5316 E Henry Ave
City, State, Zip Code:	Tampa, Fl 33610
Florida Certificate of Authority Document Number	59-3554532
Federal Tax Identification Number	
*CCR # or CAGE Code *Only if Grant Funded	
Telephone:	813-740-9601
Email:	steele@electeng.com
Signature by: (Typed and written)	Christopher Steele
Title:	President

Collier County
Procurement Services Division

Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:
1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Electrical Engineering Enterprises, Inc.
Company Name

Christopher A. Steele

Signature

Christopher A. Steele, President

Print Name and Title

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of Sept. (month), 2023 (year), by Christopher Steele (name of person acknowledging).

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION # GG 939982
EXPIRES: January 24, 2024
Bonded Thru Notary Public Underwriters

Collier County
Procurement Services Division

Form 3: Immigration Affidavit Certification

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (https://www.e-verify.gov/), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.*

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Electrical Engineering Enterprises, Inc.
Company Name

Signature

Christopher A. Steele, President
Print Name and Title

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5 day of September (month), 2023 (year), by CHRISTOPHER STEELE (name of person acknowledging).

(Signature of Notary Public)

NICOLE WILSON
MY COMMISSION # GG 939982
EXPIRES: January 31, 2024
Bonded Thru Notary Public Underwriters

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum 1

Date: August 22, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1: 22-8056 High-Medium Voltage Electrical Services

The following changes are made to the above-mentioned Collier County solicitation:

Change 1. Updated Terms & Conditions
Please see the updated **PO Terms and Conditions Rev3.pdf** document
Removed: ~~**PO Terms and Conditions_12182013.pdf**~~ document

Change 2. The bid due date and Q & A deadline have been extended as follows:

BID OPENING DAY/DATE/TIME:
~~TUESDAY, AUGUST 22, 2023, AT 3:00 PM EST~~ TUESDAY, SEPTEMBER 5, 2023, AT 3:00 PM EST

QUESTION & ANSWER DEADLINE:
~~TUESDAY, AUGUST 15, 2023, AT 5:00 PM EST~~ TUESDAY, AUGUST 29, 2023, AT 5:00 PM EST

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above-referenced solicitation.

Kurt E Clark — 9/5/23
(Signature) Date

ELECTRICAL ENG. ENTERPRISES, INC.
(Name of Firm)

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 22-8056

Reference Questionnaire for: SEE ATTACHED REFERENCE SHEET

(Name of Company Requesting Reference Information)
Electrical Engineering Enterprises, Inc.

(Name of Individuals Requesting Reference Information)

Name:
(Evaluator completing reference questionnaire)

Company:
(Evaluator's Company completing reference)

Email: FAX: Telephone:

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Abiltity to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

Low Voltage and Medium Voltage References

SPS
202 W Enterprise Rd.
Winneconne, WI
Jake Kohlmeier
920-973-0851
jkohlmeier@switchgearpower.com

KUA
Tim Yelverton
6075 Old Tampa Hwy
Intercession City
Fl 33848
407-973-2399
tyelvert@kua.com

City of St. Petersburg
Nicholas Gibbons
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St. Petersburg
727-892-5616
Nicholas.gibbons@stpete.org
Medium Voltage Switchgear, Replacements, Repairs ,PM and Testing

Hillsborough Co
105 S Faulkenburg Rd
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Roberto Bruzos
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BruzosR@hillsboroughcounty.org

Florida Department of Corrections

Electrical Systems
Don Hollingsworth
Florida Department of Management Services
863-202-0103
Don.Hollingsworth@fdc.myflorida.com

Mosaic Riverview
Anthony Blaylock
8813 US Hwy 41
Riverview, 33569
813-928-5206
Anthony.blaylock@electeng.com

Tampa Bay Water
Joe Kehoe
8865 Pump Station Rd.
Land O Lakes, FL
813-376-1928
jkehoe@tampabaywater.com
Medium Voltage

Electrical Engineering Enterprises, Inc. would like to thank you for considering us for you work. We can supply many additional references upon request.

ONLINE SERVICES

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:12:08 AM 9/5/2023

Licensee Information

Name:	**DEMPSEY, PATRICK** (Primary Name) **ELECTRICAL ENGINEERING ENTERPRISES, INC** (DBA Name)
Main Address:	**1169 MONTGOMERY BELL ROAD WESLEY CHAPEL Florida 33543**
County:	**PASCO**
License Location:	**5316 HENRY AVE TAMPA FL 33610**
County:	**HILLSBOROUGH**

License Information

License Type:	**Certified Electrical Contractor**
Rank:	**Cert Electrical**
License Number:	**EC13012154**
Status:	**Current,Active**
Licensure Date:	**12/15/2022**
Expires:	**08/31/2024**

Special Qualifications	**Qualification Effective**
Additional Business Qualification	**12/15/2022**

Alternate Names

View Related License Information

View License Complaint

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Electrical Engineering Enterprises, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5316 E Henry Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Tampa, FL 33610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	5	5	4	5	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ May 10, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

DEMPSEY, PATRICK

ELECTRICAL ENGINEERING ENTERPRISES, INC
5316 HENRY AVE
TAMPA FL 33610

LICENSE NUMBER: EC13012154

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number:

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	**Title**
Signature	**Date**
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	**Title**
Signature	**Date**

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number:

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

Company ID Number:

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

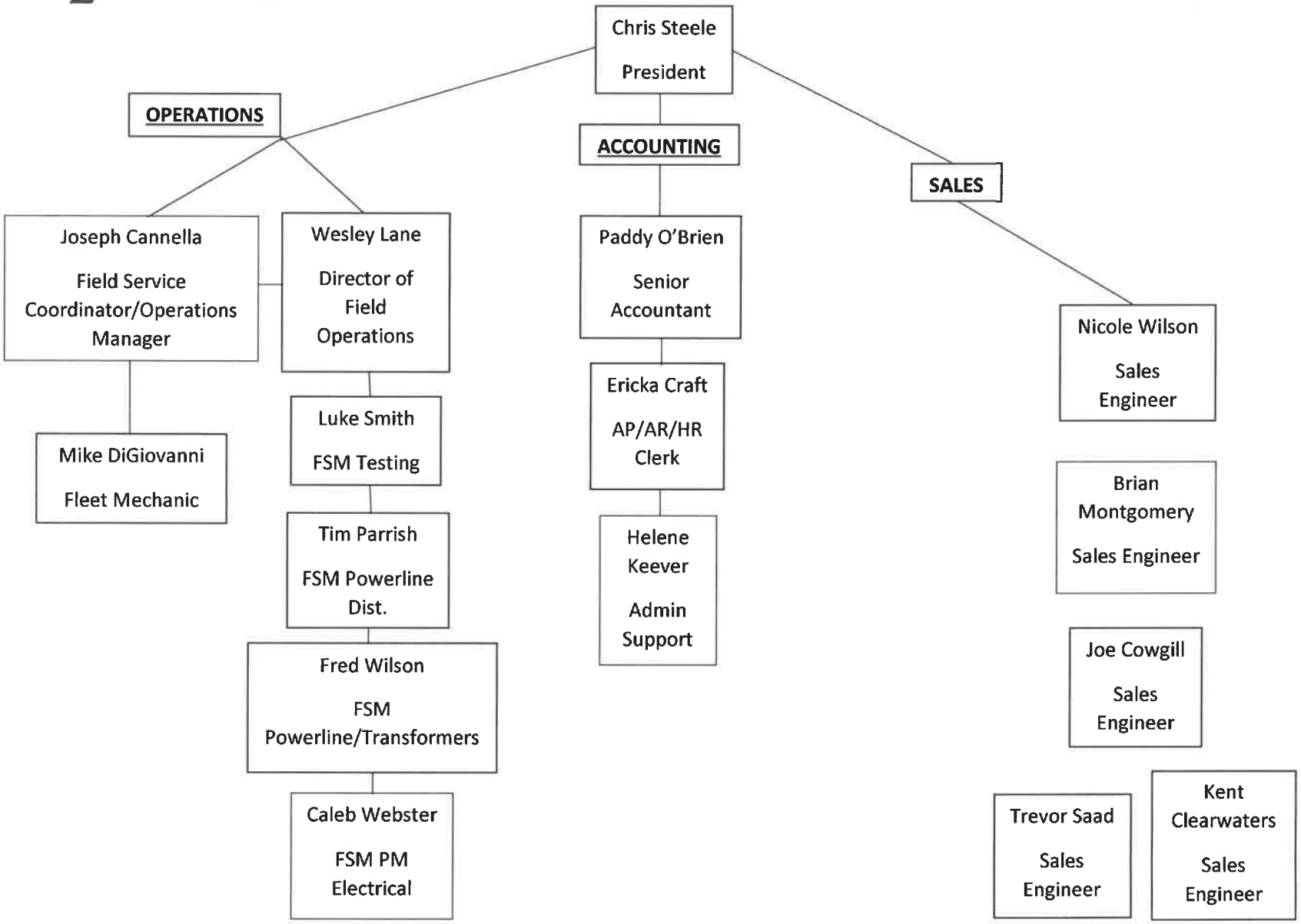
Company ID Number:

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Company ID Number:

This list represents the first 20 Program Administrators listed for this company.

ELECTRICAL ENGINEERING ENTERPRISES





ELECTRICAL ENGINEERING ENTERPRISES

QUALIFICATION STATEMENT

BUSINESS SUMMARY

Overview

EEE is an industry leader in safely delivering site electrical work and testing services to industrial and commercial facilities, phosphate and aggregate mining, electric utilities and municipalities in Florida. EEE is a full service, vertically integrated contractor offering turnkey, complete project capabilities.

Company History

Founded in 1999 by Wayne Ellis, the Company has grown into a critical infrastructure partner by specializing in high voltage distribution equipment maintenance and installation, transformer repair and maintenance, electric testing, switchgear and circuit breaker refurbishment, oil processing, site abatement and overhead and underground power line installations.

Safety Culture

EEE's number one priority is the safety of our staff and all people at the job site. Every job starts with a Job Hazard Analysis form. The job lead completes this form daily and briefs all workers on the hazards and work conditions specific to the duties of that day. JHA includes job tasks, potential hazards, controls to mitigate hazards including PPE and permits required. In addition, our safety procedures include a daily inspection of all equipment to be used on job that day.

Resources and Qualifications

EEE is fully resourced with the certifications, equipment, expertise, factory training and licensing for primary contract responsibilities. EEE deploys licensed journeymen linemen, electricians and certified test engineers to perform mission critical functions utilizing Company owned test sets, trucks, tools, project trailers among other equipment. EEE's goal is to minimize project disruptions and be 100% accountable to our customers.

LICENSING

State of Florida Electrical Contractor
License EC-13012154
Environmental Protection Agency
License: FLR000215376

CERTIFICATIONS

MSHA-N964
OSHA
ISN Class A Rating

CONTACT

Christopher A. Steele, P.E.
5316 E. Henry Ave.
Tampa, FL 33610
Office: 813-740-9601
Chris's Cell: 813-777-7866
steele@electeng.com
Sales@electeng.com

CUSTOMER LIST

Electric Utilities

- Florida Power and Light
- Duke Energy
- Tampa Electric Company
- Jacksonville Electric Authority
- City of Tallahassee
- Kissimmee Utility Authority
- Gainesville Regional Utility
- Orlando Utilities Commission
- Peace River Electric Cooperative
- Withlacoochee River Electric Cooperative
- Sumter Electric Cooperative
- Reedy Creek Utilities District
- Covanta

Industrial Customers

- MOSAIC
- CEMEX
- Coca Cola
- Dixie Lime
- HOLCIM
- North American Mining
- Nutrien
- Palm Beach Aggregate
- Titan
- Tampa Bay Water
- American Water

Municipalities

- City of Tampa
- City of St. Petersburg
- City of Leesburg
- City of Plantation
- City of Vero Beach
- City of Bartow
- City of Key West

State/Universities/Theme Parks

- University of Florida
- University of South Florida
- Florida Department of Corrections
- Hillsborough County
- Pinellas County




ELECTRICAL
ENGINEERING
ENTERPRISES
Company
Overview

Company History

ELECTRICAL ENGINEERING ENTERPRISES



Electrical Engineering Enterprises (EEE), headquartered in the Tampa Bay Area, has been servicing the industrial and commercial electrical markets throughout the Southeast for over 20 years.

- EEE is an industry leader in safely delivering site electrical work and testing services to industrial and commercial facilities, phosphate and aggregate mining, electric utilities and municipalities.
- EEE is fully resourced with the certifications, equipment, expertise, factory training and licensing for primary contract responsibilities. EEE's goal is to minimize project disruptions and be 100% accountable to our customers.
- EEE's 50 person workforce is divided into four different cohesive business units: Field Services, Testing Services, Existing Asset Maintenance and Powerline Distribution.
- EEE's breadth of services offered uniquely allows us to be a sole sourced turn-key contractor for all electrical service projects.

FMPA #2022-034 Contract

ELECTRICAL ENGINEERING ENTERPRISES

Electrical Engineering Enterprises was awarded FMPA Contract #2022-034 in October of 2022 for all services relating to all Substation and Generating Station Maintenance to support the FMPA Members. While this FMPA Contract was only bid out to 12 of the participating members in FMPA, its rates and approved vendor status can be used at all FMPA locations in the state of Florida.

Electrical Engineering Enterprises has partnered with several of the FMPA members including:

- City of Bartow
- Jacksonville Beaches Energy
- Gainesville Regional Utility
- Lakeland Electric
- Kissimmee Utility Authority
- Orlando Utility Commission

FMPA #2022-034 Contract Approved Scope of Work

ELECTRICAL ENGINEERING ENTERPRISES

The scope of work EEE is an approved vendor for according to FMPA Contract #2022-034:

- General Substation Inspection.
- Circuit Breaker Inspection, Testing, Maintenance, Repair and Reconditioning.
- Relay Inspection, Testing, Maintenance and Repair.
- Capacitor Bank Inspection, Testing, Maintenance and Repair
- Power Transformer & LTC Inspection, Testing, Maintenance and Repair.
- Protection Communications Systems Inspection, Testing, Maintenance and Repair.
- Transformer Inspection, Testing, Maintenance and Repair.
- Potential Circuit Test
- Mineral Oil Services.
- Installation and Replacement of Equipment.
- Ground Grid Inspection, Testing, Maintenance and Repair.
- All Miscellaneous work (Trenching, Wiring, Fencing and Control Building Repairs)
- Complete New Substation Construction

Company History

ELECTRICAL ENGINEERING ENTERPRISES



Electrical Engineering Enterprises (EEE), headquartered in the Tampa Bay Area, has been servicing the industrial and commercial electrical markets throughout the Southeast for over 20 years.

- EEE is an industry leader in safely delivering site electrical work and testing services to industrial and commercial facilities, phosphate and aggregate mining, electric utilities and municipalities.
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- EEE's breadth of services offered uniquely allows us to be a sole sourced turn-key contractor for all electrical service projects.

EEE's Business Units

ELECTRICAL ENGINEERING ENTERPRISES

Field Service

- General electrical services
- Complete turn-key electrical construction services
- Project management and oversight
- Custom fabrication of electrical assemblies

Testing Services

- Transformer testing, maintenance and diagnostics
- Circuit Breaker testing, maintenance, and diagnostics.
- Electromechanical and Digital Relay testing, maintenance and diagnostics
- Digital Relay Programming and Retrofits.
- Variable Frequency Drives (VFDs) testing and maintenance
- Infrared Thermographic Testing

Powerline Distribution

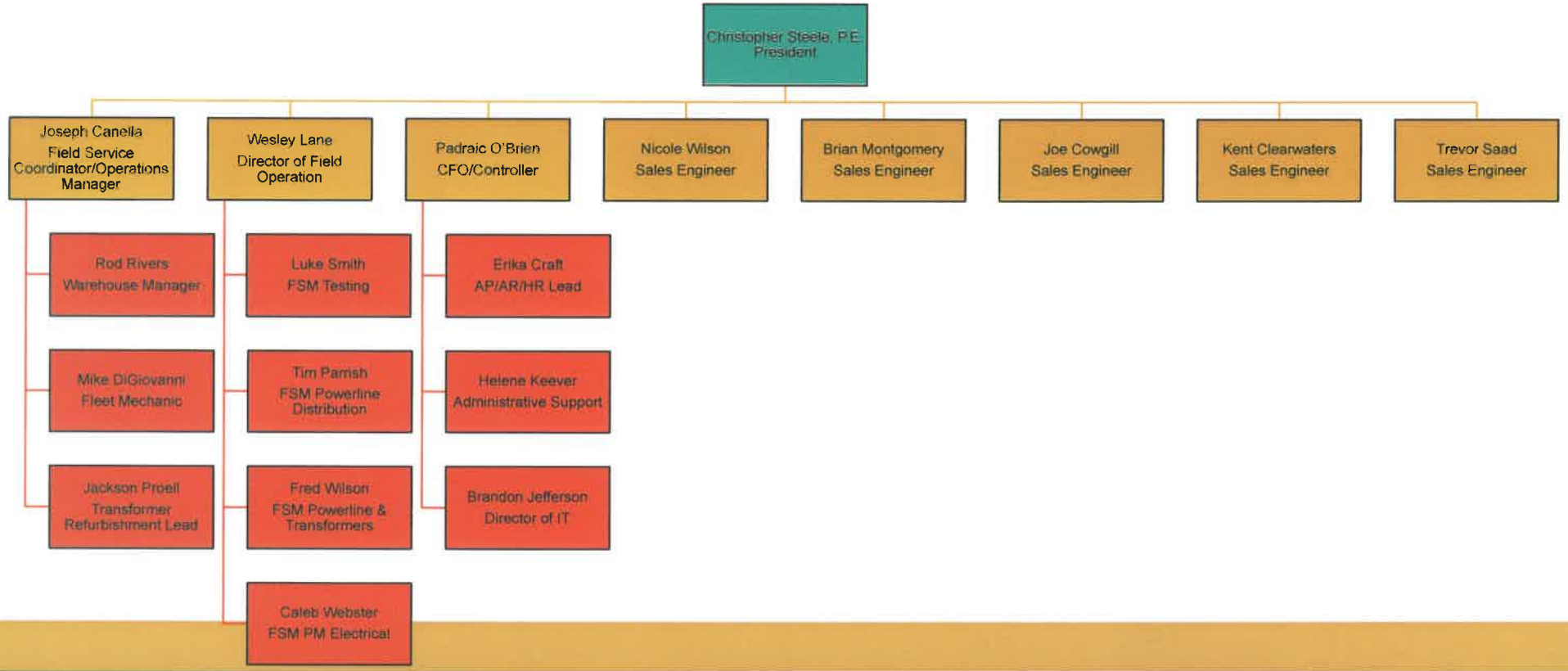
- Overhead powerline installation and service
- Underground powerline installation and service
- Installation and maintenance of distribution pole-mount switches and transformers
- Fiberoptic cable installations, both overhead and underground

Existing Asset Maintenance

- Transformer Oil testing and processing services
- Transformer repair, maintenance, regasketing, bushing replacements and refurbishment.
- Installation and maintenance of distribution pole-mount switches and transformers
- Fiberoptic cable installations, both overhead and underground
- Circuit Breaker and Digital Relay reconditioning and repair

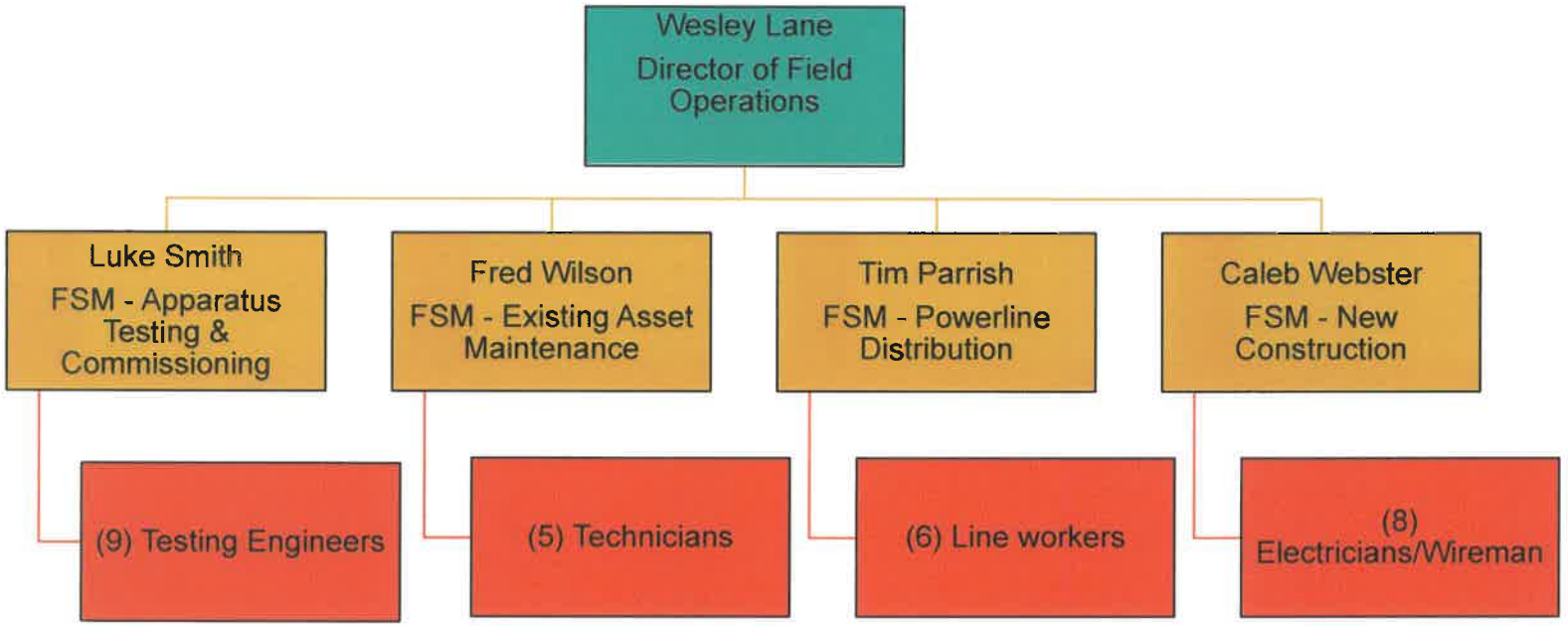
EEE's Organizational Chart

ELECTRICAL ENGINEERING ENTERPRISES



EEE's Operations Organization

ELECTRICAL ENGINEERING ENTERPRISES



Field Service

ELECTRICAL ENGINEERING ENTERPRISES



- EEE's Field Service Business Unit is uniquely qualified and capable of managing and completing full scale Electrical Construction Projects from Cradle to Grave.
- EEE offers the field labor, superintendents and internal project management to run turn key installations and full-scale electrical builds.
- In addition we offer on call general Electrical Services and installation of electrical apparatuses.
- Previous Projects: City of Bartow 555 Substation, City of Bartow Highway 17 Relay Building Addition, VFD Sled Construction for Aggregate Mining, Ashgrove Port Manatee Phase II Upgrades

Apparatus Testing Services

ELECTRICAL ENGINEERING ENTERPRISES



EEE's Apparatus Testing Services offers complete testing services of all electrical apparatuses.

This includes but is not limited to: Transformers, Breakers, Electro-mechanical and Digital Relays, Switches, Starters, VFDs, ground testing, Infrared Thermographic Testing, startup and commissioning, etc.

After all testing is completed an EEE Testing Engineer will schedule a follow up meeting to go over any inconsistencies or findings in the test results and offer recommendations and options on how to proceed.

Powerline Distribution Linecrew

ELECTRICAL ENGINEERING ENTERPRISES

EEE's Powerline Distribution Linecrew is capable of all overhead and underground installation and service for both powerline and fiberoptic applications.



Existing Asset Maintenance

ELECTRICAL ENGINEERING ENTERPRISES



Given the present-day supply-chain issues lead times for new equipment is a major concern.

EEE's Existing Asset Maintenance Business Unit helps to maintain and extend the life of our customers existing assets. Through risk and cost-based analysis we can provide options to maximize the lifespan of assets and help plan the replacement cycle.

EEE offers full transformer maintenance: re-gasketing, bushing replacement, oil sampling and processing and full refurbishment.

In addition, we offer full refurbishment on: Breakers, Relays, motors and more.

ELECTRICAL ENGINEERING ENTERPRISES

Contact Us

Address
5316 E Henry Ave
Tampa, FL 33610

Phone
877-740-9601

Email
sales@electeng.com

Website
electricalengineeringenterprises.com

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Electrical Engineering Enterprises

Date 01/11/2024

Authorized Signature Christopher Steele, P.E.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: Christopher Steele, P.E.
Signature

Christopher Steele, President
Name and Title

5316 East Henry Avenue
Street Address

Tampa, FL 33610
City, State, Zip

593554532
UEI Unique Entity Identifier (for SAM.gov verification)

January 11, 2024
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N
IS THIS SUBMISSION A REVISION?	Y N	IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Electrical Engineering Enterprises
_____
Contractor (Firm Name)

Christopher Steele, P.E.
_____
Signature of Contractor's Authorized Official

Christopher A Steele, President
_____
Name and Title of Contractor's Authorized Official

January 11, 2024
_____
Date

Collier County
Procurement Services Division

Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ___5__ day of ____Sept_____, 2023_ in the County of Hillsborough, in the State of Florida.

Firm's Legal Name:	Electrical Engineering Enterprises, Inc.
Address:	5316 E Henry Ave
City, State, Zip Code:	Tampa, Fl 33610
Florida Certificate of Authority Document Number	59-3554532
Federal Tax Identification Number	
*CCR # or CAGE Code *Only if Grant Funded	
Telephone:	813-740-9601
Email:	steele@electeng.com
Signature by: (Typed and written)	Christopher Steele
Title:	President

Collier County
Procurement Services Division

Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:
1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Electrical Engineering Enterprises, Inc.
Company Name

Christopher A. Steele
Signature

Christopher A. Steele, President
Print Name and Title

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5 day of Sept. (month), 2023 (year), by Christopher Steele (name of person acknowledging).

(Signature of Notary Public)

Personally Known OR Produced Identification

(Print, Type, or Stamp Commissioned Name of Notary Public)

MY COMMISSION # GG 939982
EXPIRES: January 24, 2024
Bonded Thru Notary Public Underwriters

Type of Identification Produced

Collier County
Procurement Services Division

Form 3: Immigration Affidavit Certification

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (https://www.e-verify.gov/), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.*

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Electrical Engineering Enterprises, Inc.
Company Name

Signature

Christopher A. Steele, President
Print Name and Title

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5 day of September (month), 2023 (year), by Christopher Steele (name of person acknowledging).

(Signature of Notary Public)

NICOLE WILSON
MY COMMISSION # GG 939982
EXPIRES: [illegible], 2024
Bonded Thru Notary Public Underwriters

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum 1

Date: August 22, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1: 22-8056 High-Medium Voltage Electrical Services

The following changes are made to the above-mentioned Collier County solicitation:

Change 1. Updated Terms & Conditions
Please see the updated **PO Terms and Conditions Rev3.pdf** document
Removed: ~~**PO Terms and Conditions_12182013.pdf**~~ document

Change 2. The bid due date and Q & A deadline have been extended as follows:

BID OPENING DAY/DATE/TIME:
~~TUESDAY, AUGUST 22, 2023, AT 3:00 PM EST~~ TUESDAY, SEPTEMBER 5, 2023, AT 3:00 PM EST

QUESTION & ANSWER DEADLINE:
~~TUESDAY, AUGUST 15, 2023, AT 5:00 PM EST~~ TUESDAY, AUGUST 29, 2023, AT 5:00 PM EST

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above-referenced solicitation.

Kurt E Cl[illegible] 9/5/23
(Signature) Date

ELECTRICAL ENG ENTERPRISES, INC
(Name of Firm)

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 22-8056

Reference Questionnaire for: SEE ATTACHED REFERENCE SHEET

(Name of Company Requesting Reference Information)
Electrical Engineering Enterprises, Inc.

(Name of Individuals Requesting Reference Information)

Name:
(Evaluator completing reference questionnaire)

Company:
(Evaluator's Company completing reference)

Email: FAX: Telephone:

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Abiltity to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
	TOTAL SCORE OF ALL ITEMS	

Electrical Engineering Enterprises, Inc.

Electrical Apparatus Division

Low Voltage and Medium Voltage References

SPS
202 W Enterprise Rd.
Winneconne, WI
Jake Kohlmeier
920-973-0851
jkohlmeier@switchgearpower.com

KUA
Tim Yelverton
6075 Old Tampa Hwy
Intercession City
Fl 33848
407-973-2399
tyelvert@kua.com

City of St. Petersburg
Nicholas Gibbons
3rd Ave. North
St. Petersburg
727-892-5616
Nicholas.gibbons@stpete.org
Medium Voltage Switchgear, Replacements, Repairs ,PM and Testing

Hillsborough Co
105 S Faulkenburg Rd
Tampa, FL
Roberto Bruzos
Switchgear Replacement
813-539-5818
BruzosR@hillsboroughcounty.org

Florida Department of Corrections

5316 E. Henry Ave. • Tampa, Florida 33610 • Phone: (813) 740-9601 • Fax: (813) 740-9360
Toll Free (877) 740-9601

Electrical Systems
Don Hollingsworth
Florida Department of Management Services
863-202-0103
Don.Hollingsworth@fdc.myflorida.com

Mosaic Riverview
Anthony Blaylock
8813 US Hwy 41
Riverview, 33569
813-928-5206
Anthony.blaylock@electeng.com

Tampa Bay Water
Joe Kehoe
8865 Pump Station Rd.
Land O Lakes, FL
813-376-1928
jkehoe@tampabaywater.com
Medium Voltage

Electrical Engineering Enterprises, Inc. would like to thank you for considering us for you work. We can supply many additional references upon request.

dbpr

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

9:12:08 AM 9/5/2023

Licensee Information

Name:	**DEMPSEY, PATRICK (Primary Name)**
	ELECTRICAL ENGINEERING ENTERPRISES, INC (DBA Name)
Main Address:	**1169 MONTGOMERY BELL ROAD WESLEY CHAPEL Florida 33543**
County:	**PASCO**
License Location:	**5316 HENRY AVE TAMPA FL 33610**
County:	**HILLSBOROUGH**

License Information

License Type:	**Certified Electrical Contractor**
Rank:	**Cert Electrical**
License Number:	**EC13012154**
Status:	**Current,Active**
Licensure Date:	**12/15/2022**
Expires:	**08/31/2024**

Special Qualifications	**Qualification Effective**
Additional Business Qualification	**12/15/2022**

Alternate Names

View Related License Information
View License Complaint

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Electrical Engineering Enterprises, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5316 E Henry Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 3 5 5 4 5 3 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ May 10, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

DEMPSEY, PATRICK

ELECTRICAL ENGINEERING ENTERPRISES, INC
5316 HENRY AVE
TAMPA FL 33610

LICENSE NUMBER: EC13012154

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2202994

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Electrical Engineering Enterprises, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2202994

Approved by:

Employer	
Electrical Engineering Enterprises, Inc	
Name (Please Type or Print) Padraic OBrien	**Title**
Signature Electronically Signed	**Date** 07/10/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07/10/2023

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2202994

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Electrical Engineering Enterprises, Inc
Company Facility Address	5316 East Henry Avenue Tampa, FL 33610
Company Alternate Address	
County or Parish	HILLSBOROUGH
Employer Identification Number	593554532
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2202994

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2202994

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Christopher Steele
Phone Number	8137409601
Fax	
Email	Steele@electena.com

Name	Padraic OBrien
Phone Number	8137409601
Fax	
Email	orbien@electena.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2202994

This list represents the first 20 Program Administrators listed for this company.

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Electrical Engineering Enterprises	59-3554532	

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?

VETERAN Y (N)
DBE? Y (N)
MBE? Y (N)
WBE? Y (N)
SDB 8A? Y (N)

IS THE ACTIVITY OF THIS CONTRACT...

CONSTRUCTION ? (Y) N
CONSULTATION? Y (N)
OTHER? (Y) N

IS THIS SUBMISSION A REVISION? Y (N) IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Christopher A. Steele	2/19/24	President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
Steele@electeng.com	(813) 740-9001	—

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

Christopher A. Steele

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

Collier County
Procurement Services Division

Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ___5__ day of ____Sept_____, 2023_ in the County of Hillsborough, in the State of Florida.

Firm's Legal Name:	Electrical Engineering Enterprises, Inc.
Address:	5316 E Henry Ave
City, State, Zip Code:	Tampa, Fl 33610
Florida Certificate of Authority Document Number	59-3554532
Federal Tax Identification Number	
*CCR # or CAGE Code *Only if Grant Funded	
Telephone:	813-740-9601
Email:	steele@electeng.com
Signature by: (Typed and written)	Christopher Steele
Title:	President



Detail by Entity Name

Florida Profit Corporation
ELECTRICAL ENGINEERING ENTERPRISES, INC.

Filing Information

Document Number	P99000005700
FEI/EIN Number	59-3554532
Date Filed	01/15/1999
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/13/2021
Event Effective Date	NONE

Principal Address

5316 HENRY AVE.
TAMPA, FL 33610

Changed: 01/06/2012

Mailing Address

5316 HENRY AVE.
TAMPA, FL 33610

Changed: 01/06/2012

Registered Agent Name & Address

SAAD, STEWART
5316 HENRY AVE
TAMPA, FL 33610

Name Changed: 08/13/2021

Address Changed: 01/06/2012

Officer/Director Detail

Name & Address

Title Chairman

SAAD, STEWART
5316 HENRY AVE.
TAMPA, FL 33610

Title President

Steele, Christopher
5316 HENRY AVE.
TAMPA, FL 33610

Title Secretary

Murray, Michael S
1700 S MacDill Ave
STE 220
TAMPA, FL 33629

Title Treasurer

O'Brien, Padraic L
5316 HENRY AVE.
TAMPA, FL 33610

Annual Reports

Report Year	Filed Date
2021	02/15/2021
2022	01/07/2022
2023	03/06/2023

Document Images

03/06/2023 -- ANNUAL REPORT	View image in PDF format
01/07/2022 -- ANNUAL REPORT	View image in PDF format
08/13/2021 -- Amendment	View image in PDF format
02/15/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
06/10/2014 -- ANNUAL REPORT	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
02/24/2009 -- ANNUAL REPORT	View image in PDF format
01/11/2008 -- ANNUAL REPORT	View image in PDF format
02/07/2007 -- ANNUAL REPORT	View image in PDF format

07/03/2006 -- ANNUAL REPORT	View image in PDF format
01/29/2005 -- ANNUAL REPORT	View image in PDF format
02/06/2004 -- ANNUAL REPORT	View image in PDF format
02/28/2003 -- ANNUAL REPORT	View image in PDF format
03/27/2002 -- ANNUAL REPORT	View image in PDF format
03/12/2001 -- ANNUAL REPORT	View image in PDF format
03/06/2000 -- ANNUAL REPORT	View image in PDF format
01/15/1999 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



Simmonds Electrical of Naples, Inc.

Simmonds Electrical of Naples, Inc. is pleased to a provide qualification package for Collier County IFQ Solicitation 22-8056 for High/Medium Voltage Electrical Services organized in the following order:

Evaluation Criteria No. 1: Cover Letter/Management Summary

Evaluation Criteria No. 2: Firms Qualifications and Licenses
- Narrative page
- State of Florida DBPR Certified Electrical Contractor
- Lee County Business Tax
- Division of Corporations - Florida Department of State
- E-Verify Company information webpage
- Journeyman Electrician Certificates of Competency
- Electrical Reliability Services Qualification Summary
- UL Certified for Lightning Protection

Evaluation Criteria No. 3: Experience and Capacity of the Firm
- Narrative pages
- Partial list of projects to reflect some recent experience
- Equipment schedule
- Form 4: Completed reference forms from clients

Evaluation Criteria No. 4: Recent, Current and Projected Workloads of the Firm
- Narrative page
- Current Work in Progress Listing

Required forms with signature:
- Vendor Check list
- Form 1: Vendor Declaration Statement
- Form 2: Conflict of Interest Affidavit
- Form 3: Immigration Affidavit Certification
- Form 4: Reference Forms – See Above
- Form 5: Grant Provisions – FEMA
- Insurance and Bonding Requirements
- Vendor W9 Form

Simmonds Electrical of Naples, Inc.

Evaluation Criteria No. 1: Cover Letter/Management Summary

August 22, 2023

Juan Delgado, Procurement Strategist
Collier County Procurement Services Division
3295 Tamiami Trail East, Bldg C-2
Naples, FL 34112

Dear Mr. Delgado,

Simmonds Electrical of Naples, Inc. is pleased to provide a qualification package for Collier County IFQ Solicitation 22-8056 for High/Medium Voltage Electrical Services.

Below is our list of primary contacts, and philosophy.

Contacts

- Main Office Telephone Number: (239) 643-2770 Fax Number: (239) 643-6873
  - President: Noe Alvarado
    Email: Noe@simmondselectricalofnaples.com
  - Accounting: Cindy M Simmons
    Email: Cindy@simmondselectricalofnaples.com
  - Customer Service: Cindy M Simmons
    Email: Cindy@simmondselectricalofnaples.com
  - Estimating: Noe Alvarado
    Email: Noe@simmondselectricalofnaples.com
  - Project Manager: Noe Alvarado
    Email: Noe@simmondselectricalofnaples.com
  - Project Manager: E. B. Simmonds
    Email: Bernie@simmondselectricalofnaples.com
  - License: State of Florida Electrical Contractor # EC0000735
  - Years in business: 41 years
  - Simmonds Electrical of Naples, Inc, is a certified "Drug Free Workplace"
  - Complies with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards

Simmonds Electrical of Naples, Inc. specializes in industrial and commercial service. We are a State certified licensed contractor (EC0000735). We have been serving Collier County and surrounding counties in Southwest Florida since 1982. More specifically, we have worked in Collier and Lee Counties, including the City of Naples, City of Marco Island, City of Fort Myers and City of Cape Coral, under various term contracts. We are currently under active contract with Collier County, Electrical Contractors and Electrical Contractors with Public Utilities Specialization, for electrical repairs and maintenance for County-wide facilities. Similar term contracts with Lee County, the City of Naples and District School Board of Collier County are also in effect. We regularly perform work for Utilities Engineering, Water and Wastewater

Simmonds Electrical of Naples, Inc.

Departments, Facilities, Parks and Recreation, and MSTU departments, to name a few. This includes extensive work with Medium/High Voltage, 480V and Variable Frequency Drives, Fiber Optic, UPS systems, and more. Our Work complies with the NEC, NFPA 70. All projects require adherence to Life Safety NFPA 101, local power company requirements and NFPA 70E: Standard for Electrical Safety in the Workplace.

Quality workmanship is the heart of our mission. We take pride in the camaraderie of our work force; several of our field crew members have over fifteen years of continuous employment with our corporation. In our efforts to ensure high standards, we provide training and support continuing education. We maintain a reference library for all employees.

Over the past 41 years, the Company has established good communication channels with customers and vendors. This also includes excellent credit with local and out of state vendors which in turns provides us with reliable sources of materials and good response time from suppliers.

Sincerely,

Noe Alvarado
President

Simmonds Electrical of Naples, Inc.

Evaluation Criteria No. 2: Firm's Qualifications and Licenses

State of Florida DBPR Certified Electrical Contractor
Lee County Business Tax
Division of Corporations – Florida Department of State
E-Verify Company Information Webpage
Journeyman Electrician Certificates of Competency
Electrical Reliability Services Qualification Summary
UL Certified for Lightning Protection

Simmonds Electrical of Naples, Inc. has extensive experience in the installation and maintenance of 2000A switchgear and associated circuit breakers. We also work with medium voltage transformers to include replacement, repair, wiring and testing.

The Company performs power analysis and consumption using our Dranetz PX5 equipment. We can monitor for a few hours, days or months depending on the need. We also work in conjunction with Electrical Reliability Services to assist us with all of our NETA testing needs.

The Company performs thermal investigation and documentation using our FLIR camera.

The Company is also an Authorized Service Provider for Schneider Electric to maintain their customer's switchgear, breakers and other types of electrical equipment.

The Company is UL Certified for lightning protection installation.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC0000735 ISSUED: 06/16/2022
CERTIFIED ELECTRICAL CONTRACTOR
SIMMONDS, EUGENE B
SIMMONDS ELECTRICAL OF NAPLES INC.

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD

LICENSE NUMBER: EC0000735 **EXPIRATION DATE: AUGUST 31, 2024**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIMMONDS, EUGENE B
SIMMONDS ELECTRICAL OF NAPLES INC.
8941 QUALITY RD
BONITA SPRINGS FL 34135-7000

ISSUED: 06/16/2022

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Local Business Tax Receipt

SIMMONDS ELECTRICAL OF NAPLES INC
SIMMONDS EUGENE B
8941 QUALITY RD
BONITA SPRINGS, FL 34135

Dear Business Owner:

Your **2023 - 2024** Lee County Local Business Tax Receipt is attached below for account number / receipt: number: **1069058** / **8901048**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

R. Noelle Branning

Lee County Tax Collector

2023-2024
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1069058
Receipt Number: 8901048
State License Number: EC0000735

Account Expires: September 30, 2024

Location:
8941 QUALITY RD
BONITA SPRINGS, FL 34135

May engage in the business of:
JOURNEYMAN
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

SIMMONDS ELECTRICAL OF NAPLES INC
SIMMONDS EUGENE B
8941 QUALITY RD
BONITA SPRINGS, FL 34135

Payment Information:		
PAID INT-00-01401078	08/09/2023	
	$ 50.00	

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 27, 2023
Secretary of State
8400745860CC

DOCUMENT# P11000102120

Entity Name: SIMMONDS ELECTRICAL OF NAPLES INC.

Current Principal Place of Business:

8941 QUALITY ROAD,
BONITA SPRINGS, FL 34135-7000

Current Mailing Address:

8941 QUALITY ROAD,
BONITA SPRINGS, FL 34135-7000 US

FEI Number: 37-1654907

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SIMMONS, CINDY
8941 QUALITY RD
BONIA SPRINGS, FL 34135-7000 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: CINDY SIMMONS 01/27/2023

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	ST
Name	ALVARADO, NOE	Name	SIMMONS, CINDY
Address	8941 QUALITY RD	Address	140 MENTOR DRIVE
City-State-Zip:	BONITA SPRINGS FL 34135-7000	City-State-Zip:	NAPLES FL 34110

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CINDY SIMMONS SECRETARY/TREASURER 01/27/2023

Electronic Signature of Signing Officer/Director Detail — Date

An official website of the United States government
Here's how you know

My Company Account

My Company Profile

Company Information

Company Name

Simmonds Electrical of Naples, Inc.

Doing Business As (DBA) Name

Simmonds Electrical of Naples, Inc

Company ID

366904

Enrollment Date

Oct 22, 2010

Employer Identification Number (EIN)

371654907

Unique Entity Identifier (UEI)

DUNS Number

112958103

Total Number of Employees

10 to 19

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

8941 Quality Road Unit 1
Bonita Springs, FL 341357000

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

Simmonds Electrical of Naples, Inc.
Journeyman Electrician Certification

CERTIFICATION DATE: 01/02/2012

DBA: NOE ALVARADO (JOURNEYMAN ELECTRICIAN)
ADDRESS: 526 PEERLESS CIRCLE
LEHIGH ACRES, FL 33936
PHONE: (239) 872-9668
QUALIFIER: Alvarado, Noe
TYPE: ELECTRICAL JOURNEYMAN
CLASS CODE: 2070
ISSUANCE NBR: 100003

CERTIFICATION OF COMPETENCY
JOURNEYMAN ELECTRICIAN

I, Eugene Bernard Simmonds, as President and Master Electrician of Simmonds Electrical of Naples, Inc., do hereby state that Noe Alvarado has been an employee since 05/14/2002. He attended class at the IEC of Southwest Florida and completed the Apprenticeship Program. He has earned in excess of 12,480 hours of on the job training in the field of 3Ph Electrical Contracting.

As Master Electrician, I acknowledge Noe Alvarado to have completed his apprenticeship period and am hereby naming him competent as Journeyman Electrician.

By: _____

Name: E.B. Simmonds

Title: President

Simmonds Electrical of Naples, Inc.
3750 Enterprise Avenue, #300
Naples, FL 34135

SIMMONDS ELECTRICAL OF NAPLES, INC.
CERTIFICATE OF COMPETENCY

THIS ACKNOWLEDGES THAT

Noe Alvarado

HAS SUCCESSFULLY OBTAINED THE LEVEL OF COMPETENCY AS

JOURNEYMAN ELECTRICIAN

JANUARY
2012

EUGENE BERNARD SIMMONDS, PRESIDENT
LICENSE #EC0000735

SIMMONDS ELECTRICAL
OF NAPLES, INC.

Collier County
Board of County Commissioners
Certificate of Competency

Collier County * City of Marco * City of Naples * City of Everglades

Issued Date: 09/19/2022

Company:	**FELIX E. PRIETO-CARMENATY (JOURNEYMAN)**
Address:	**5329 SUMMERLIN RD APT 9**
	FORT MYERS, FL 33919
Telephone:	**(239) 888-1480**
Qualifier:	**PRIETO CARMENATY, FELIX EDUARDO**
License #:	**LCC20220000021**
Issuance #:	**202200000026**
Classification:	**ELECTRICAL JOURNEYMAN**
Valid Thru:	**09/30/2023**

It is the Qualifier's responsibility to keep current all records with Collier County.

This shall include insurance certificates and/or contact information.

Always verify licenses online at https://cvportal.colliercountyfl.gov/CityViewWeb/

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

This Collier County Certificate of Competency's status and expiration date may change on July 1, 2023, due to the State of Florida House Bill No.735. Please visit our website at www.colliercountyfl.gov/government/growth-management/divisions/operations-regulatory-management/contractor-licensing for more information as it becomes available.

Simmonds Electrical of Naples, Inc.
Journeyman Electrician Certification

CERTIFICATION DATE: 01/02/2012

DBA: ERNESTO MARTINEZ (JOURNEYMAN ELECTRICIAN)
ADDRESS: 2145 JEFFERSON AVE.
NAPLES, FL 34112
PHONE: (239) 200-6043
QUALIFIER: Martinez, Ernesto
TYPE: ELECTRICAL JOURNEYMAN
CLASS CODE: 2070
ISSUANCE NBR: 100005

CERTIFICATION OF COMPETENCY
JOURNEYMAN ELECTRICIAN

I, Eugene Bernard Simmonds, as President and Master Electrician of Simmonds Electrical of Naples, Inc., do hereby state that Ernesto Martinez has been an employee since 04/05/2006 and has earned in excess of 12,480 hours of on the job training in the field of 3Ph Electrical Contracting.

As Master Electrician, I acknowledge Ernesto Martinez to have completed his apprenticeship period and am hereby naming him competent as Journeyman Electrician.

By: _____

Name: E.B. Simmonds

Title: President

Simmonds Electrical of Naples, Inc.
3750 Enterprise Avenue, #300
Naples, FL 34135

SIMMONDS ELECTRICAL OF NAPLES, INC.
CERTIFICATE OF COMPETENCY

THIS ACKNOWLEDGES THAT

Ernesto Martinez

HAS SUCCESSFULLY OBTAINED THE LEVEL OF COMPETENCY AS

JOURNEYMAN ELECTRICIAN

JANUARY
2012

EUGENE BERNARD SIMMONDS, PRESIDENT
LICENSE #EC0000735

SIMMONDS ELECTRICAL
OF NAPLES, INC.

ELECTRICAL RELIABILITY SERVICES
A VERTIV Company

Next Level Reliability

QUALIFICATION SUMMARY

FY2023

PRESENTED BY:
Electrical Reliability Services
11000 Metro Parkway
Unit 30
Ft Myers, FL 33966
PH: 1(239)-693-7100
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PRESENTED TO:

SIMMONDS ELECTRICAL OF NAPLES, INC.

NETA ACCREDITED COMPANY

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1.0 Introduction

Electrical Reliability Services (ERS) is the nation's leading independent electrical testing, maintenance, and engineering service company, delivering operational assurance, reliability, and efficiency by ensuring electrical power systems are optimally designed, installed, and maintained to deliver a facility's power needs. We have serviced the industry as an InterNational Electrical Testing Association, NETA-Accredited Company for over 50 years, providing the highest level of service support to our customers. While the ERS organization has evolved over the years, what has not changed is ERS' commitment to delivering the critical expertise needed to manage the lifecycles of our customers' electrical infrastructures.

> *Electrical Reliability Services, originally founded as Electro-Test Inc., was purchased by Emerson in 1995. The company name was updated to Electrical Reliability Services in 2007. In 2016 Platinum Equity purchased Emerson Network Power (inclusive of Electrical Reliability Services) and developed a new identity under the company name Vertiv™.*

ERS' network of professionals brings a unique level of expertise to customers across North America. We deliver availability, leveraging over 32 North American service offices, customized scalable services, and single-source solutions to national, regional, and local customers, providing quality service where and when they need it.

At the core of our organization are our Centers of Excellence: Engineering, Protection and Controls, DC Power, Compliance, Commissioning, Transformer Services, and Electrical Testing and Maintenance. These centers are comprised of professional engineers, NETA-certified technicians, compliance engineers, system specialists, and others who provide leadership, expertise, support, and training. Through these centers, we are driving superior service performance by exceeding customer expectations around quality, service, and responsiveness.

Our focus is on your most critical equipment. Across your infrastructure, we service:

- Generators
- Switchgear
- Transfer switches
- Industrial UPS
- Utility Substations
- Transformers
- Cables/Bus
- Meters
- Fire/Life safety systems
- Emergency lighting
- Circuit breakers
- Relays
- Instrumentation
- Cooling towers
- Monitoring/Control systems

2.0 Levels of Service Coverage

In the United States, we support you through a network of two service organizations including Electrical Reliability Services and High Voltage Maintenance Corp.



Electrical Reliability Services

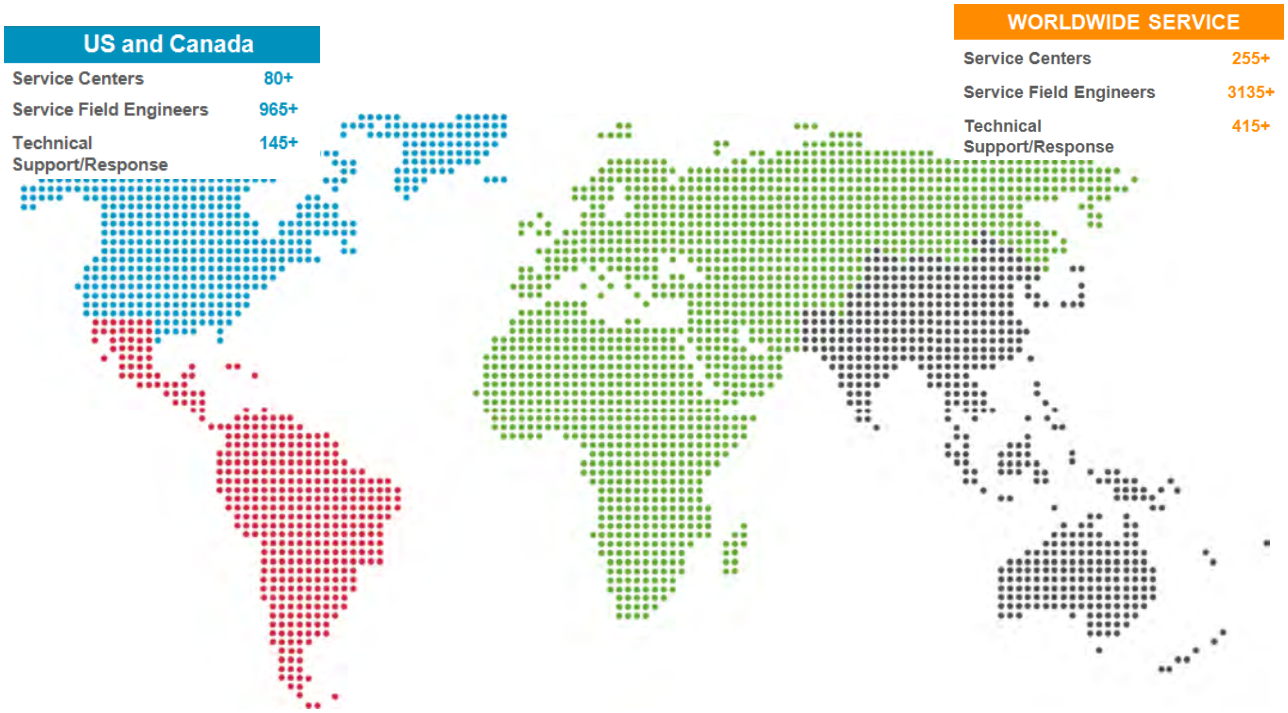
Our strategically located service centers provide access to local resources with direct service capability. From these service centers, we can dispatch 24-hour emergency response teams anywhere within the western, mid-western, and southern United States. (See Appendix II for our Directory of Locations.)

High Voltage Maintenance

High Voltage Maintenance (HVM) is our sister company, which provides the same quality, service excellence, and experience as ERS. HVM offers 24/7 service coverage for the Midwest and New England regions.

Worldwide Service Area

Vertiv's global network of more than 255 service centers, 3,135 dedicated field engineers, and 415 support personnel, also provides the resources to support our customers everywhere they operate.



3.0 Credentials

ERS brings together a unique combination of world-class services, innovative technologies, and a highly qualified technical staff who partners with you to improve electrical reliability and performance.

We actively participate in numerous national organizations to assist in the development of standards important to our industry. With more than 50 years of experience in electrical testing, maintenance, and engineering, we are a trusted partner in promoting safety and reliability management. Our managers, field technicians, and engineers are active in the industry. Below are some of the organizations in which our team is involved:

NETA	**InterNational Electrical Testing Association (NETA)** NETA is an organization that serves the electrical testing industry by offering accreditation of third-party electrical testing firms, certifying electrical testing technicians, and producing American National Standards. **We are a founding member of NETA** and are dedicated to helping set world standards in electrical maintenance and acceptance testing. Key personnel serve on the NETA Standards Review Council, NETA Safety Committee, NETA Continuing Technical Development Committee, and the NETA Exam Committee. We also participate on NETA's new member evaluation team and as ballot pool members. We are leaders in staffing NETA-certified technicians and currently employ one of the largest teams of Level 3 and 4 technicians. Many projects require a NETA Level 3 or 4 technician to be on site. You can pull from our large team of experts to ensure your project is done in a timely manner.
NFPA	**National Fire Protection Association (NFPA)** NFPA is a nonprofit organization devoted to eliminating death, injury, property, and economic loss due to fire, electrical, and related hazards. The association publishes many key standards for the electrical industry: (1) Originally developed at OSHA's request, NFPA created the 70E standard to help companies and employees avoid workplace injuries and fatalities due to shock, electrocution, arc flash, and arc blast, and assists in complying with OSHA 1910 Subpart S and OSHA 1926 Subpart K. (2) The National Electrical Code (NEC) covers safe installation of electrical wiring and installation. (3) NFPA 70B details preventive maintenance. (4) NFPA 790 details standards of competency of third-party Field Evaluation Bodies. (5) NFPA 791 details recommended practice and procedures for unlabeled electrical equipment evaluation. We play an important role in helping write the 790 and 791 standards. We also have NFPA 70E-certified trainers who are highly qualified to promote electrical expertise in workplace environments. Our certified trainers are recognized by their education, years of experience, training, and ability to pass a very challenging certification test. NFPA 70E certification is difficult to achieve, and trainers are required to recertify every three years.
IEEE Advancing Technology for Humanity	**Institute of Electrical and Electronics Engineers (IEEE)** IEEE provides the world's largest forum for sharing the latest in technological developments in the electric power industry; for creating standards that guide the development and construction of equipment and systems; and for educating members of the industry and the general public. Key personnel play a critical role in developing standards as committee chair members.
U.S. Green Building Council USGBC	**Leadership in Energy and Environmental Design (LEED)** LEED is a green building rating system that provides the framework that project teams can follow to create healthy, highly efficient, and cost-saving green buildings. To ensure your project meets the necessary requirements, our commissioning team consists of LEED Accredited Professionals (AP) who are trained and experienced in the LEED rating system.

	International Accreditation Services (IAS) IAS ensures Field Evaluation Bodies (FEB) are qualified to evaluate unlisted electrical equipment in the field. FEB certification is based on Accreditation Criteria for Field Evaluation of Unlisted Electrical Equipment (AC354), ISO/IEC 17020, and NFPA standards. This accreditation provides objective evidence that an organization operates at the highest level of ethical, legal, and technical standards. As the first certified FEB company, we provide a full-service offering for field testing and conformity assessments complying with stringent requirements of IAS certification, NFPA 790, and 791 standards. These requirements ensure impartial evaluations are conducted within a strict structure for prepping, testing, evaluating, documenting, and reporting on unlisted equipment.
	International Association of Electrical Inspectors (IAEI) IAEI offers an unbiased focus on interpreting the National Electrical Code and the Canadian Electrical Code. It promotes safe inspections, installations, and products to the electrical industry. Our conformity engineers actively participate at the local, regional, and national levels.
	Building Commissioning Association (BCxA) BCxA is an international nonprofit organization that serves as the recognized authority and resource on commissioning. Its mission is to guide the building commissioning industry by advancing best practices and education and promoting the benefits of building commissioning to achieve buildings that work. Our certified commissioning engineers help elevate the industry's technical level by participating in the development of guidelines and standards for BCxA.
	American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) ASHRAE is a global society advancing human well-being through sustainable technology for the built environment. The society and its members focus on building systems, energy efficiency, indoor air quality, refrigeration, and sustainability within the industry. Many of our field engineers actively promote ASHRAE guidelines to support the technical advances within the industry.
	National Institute for the Uniform Licensing of Power Engineers (NIULPE) NIULPE is a third-party certification organization mandated to establish and maintain international standards of education and competency for the power and energy-related trades and professions. This organization assists federal, state, and municipal licensing agencies in maintaining the international standards within legislated programs. Key personnel have held leadership positions including serving as NIULPE president. Through our active participation, we help guide the standards for power and energy education.
	Building Owners and Managers Association International (BOMA) BOMA International is a primary source of information on building management and operations, development, leasing, building operating costs, energy consumption patterns, local and national building codes, legislation, occupancy statistics, technological developments, and other industry trends. Key personnel have participated in active leadership roles to help BOMA achieve their strategic objectives while volunteering their time to develop policy positions on issues that impact our industry.

4.0 Personnel Qualifications

ERS hires and maintains the top technical talent in the industry. From professional engineers to specialized engineers in field service, commissioning, DC power, transformers, protection and control systems, and compliance; we have the expertise to cover your electrical reliability needs.

Industry Leader in Hiring and Maintaining Top Technical Talent in the Industry

ERS' national, distinguished workforce is comprised of highly specialized technicians and engineers with unique expertise, training, and experience combined with the knowledge, skills, and abilities that allow the company to provide solutions for the most demanding projects, according to customer specifications.

The company's registered professional engineers have licenses in 40+ states throughout the country and are available to review and sign-off on engineering projects to ensure accurate results according to industry standards.

With approximately 350 NETA-certified employees on staff, including a deep bench of NETA-certified Level 3 & 4 technicians, ERS maintains existing expertise and scale to oversee and execute any electrical infrastructure project regardless of complexity or size.

ERS' electrical, mechanical, and controls commissioning engineers have the experience to design, build, and operate the most complex projects as directed, regardless of the environment.

The company has one of the lowest turnover rates in the industry and numerous employees with more than 30 years of experience with ERS.

ERS' field technicians are known for their professionalism as demonstrated by their work ethic, timeliness, and preparedness.

From professional engineers to specialized engineers in field service, commissioning, DC power, transformers, protection and controls, and compliance, ERS has the expertise to cover all electrical reliability needs.

5.0 Safety, Organization, and Communication

Safety Policy Statement

> *Vertiv is committed to providing a safe and environmentally sound workplace. Excellence in safety is vital to the well-being of our customers, our employees, and their families. It is essential to all aspects of our business.*
>
> *Safety is a Vertiv core value. This means we do all things with safety in mind – every job, every day, no exceptions. We strive to achieve an injury-free workplace by relentlessly reducing workplace risks in an effort to reach zero accidents. Vertiv is committed to providing the tools, training, and equipment to enable our employees to work safely.*
>
> —*Rob Johnson, CEO Vertiv*

Safety Training

Electrical Reliability Services strictly adheres to industry safety and compliance regulations to ensure the safety of our personnel and yours. Every technician is trained to Occupational Safety and Health Administration (OSHA) standards for personal and environmental safety, including training in more than 60 Environmental, Safety, and Health (ESH) topics and procedures. As part of our Safety Audit Program, each technician participates in a safety audit twice a year. The audit is performed by a manager or independent auditor who conducts a comprehensive check at a customer site. The auditor confirms the technician is following all safety standards, using all personal protective equipment (PPE) correctly, and that the technician fully comprehends our safety policies and procedures.

All ERS field employees receive more than 30 hours of in-depth safety training before working in the field and are certified in CPR, AED, and first aid. This training includes eight hours of OSHA 1910 and NFPA 70E electrical safety training, and the OSHA 10-hour course for construction. Additionally, supervisors are required to complete the OSHA 30-hour course and all employees receive topic-specific monthly refresher training.

Electrical Safety Work Practices

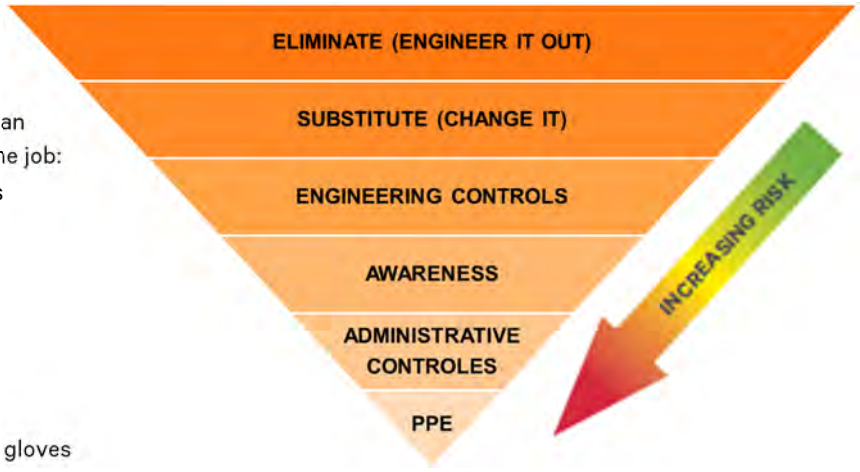
To ensure the safety of everyone involved on a project, we designed an electrical safety program that directs activity appropriate to the risks associated with all electrical hazards. Our program takes into consideration the condition and maintenance of electrical equipment and systems and focuses on teaching awareness and self-discipline while instilling safety principles and controls. Below are some key steps followed to ensure anyone who may be exposed to an electrical hazard is safe:

- A job safety planning and job briefing meeting is held to discuss all hazards associated with the project. Participants include our testing team, subcontractors, and the customer to ensure all parties' safety concerns are identified and addressed.
    - A risk assessment is conducted to address exposure to electrical hazards. This procedure identifies hazards, assesses risks, and implements risk controls according to a hierarchy of methods: (1) elimination, (2) substitution, (3) engineering controls, (4) awareness, (5) administrative controls, and (6) PPE.
- The results of this meeting define the agreed-upon safety procedures that all parties will follow for the duration of the project. Topics covered include lockout/tagout, personal protective devices, grounding procedures, etc.
- Additional job briefing meetings are conducted and documented to assess site-specific safety issues prior to commencing any activity and when conditions change. They are held daily as a minimum.
- Fieldwork is audited to verify that the requirements contained in the procedures of the electrical safety program are being followed.

Risk Assessment

Controlling exposures to hazards is the fundamental method of protecting our employees. We adhere to a hierarchy of controls that demonstrates how we
implement effective control solutions

to ensure a safer environment.



Prepared for Safety

We provide the following PPE to every technician to safeguard them from potential hazards on the job:

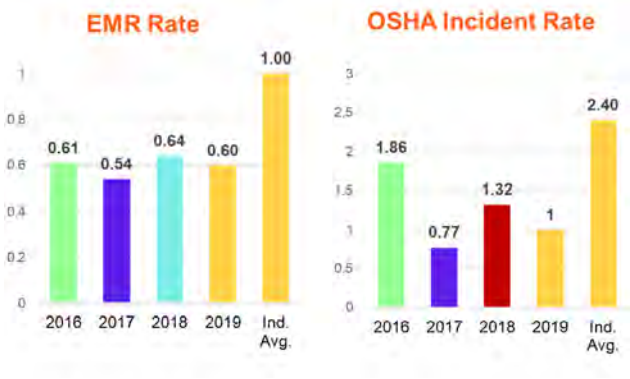
- 12 cal/cm2 arc-rated shirts and pants
- Balaclava
- Safety glasses
- Rubber-insulated blankets
- 40 cal/cm2 arc flash PPE
- Arc-rated face shield
- Hearing protection
- Class 0 and Class 2 rubber-insulated gloves
- Insulated tools

Incident Investigation

When an unforeseen incident arises, a cross-functional team of experts conducts a thorough incident investigation. Once a root cause has been established, corrective actions are taken immediately to correct all factors that contribute to the incident. To minimize or eliminate serious consequences in the future, the details of the investigation are shared throughout the organization. Based on the findings, a new or updated procedure will be put in place or a new tool will be created.

Safety Metrics

Excellence in safety is vital to the well-being of our customers and our employees; it is at the forefront of everything we do. Our dedication is why we maintain one of the best safety ratings in the industry and have fewer OSHA incidents than the industry averages.



Safety Awards

We set safety expectations high and reward those that meet or exceed them. Below are some of our internal awards.

Quarterly Safety Excellence Award: Presented to highlight technicians who have submitted beneficial safety improvement ideas or have brought a safety concern to the forefront to be examined.

Perpetual Safety Award: This is the most prestigious award given to our technicians. These are presented to those that have an outstanding safety record.

6.0 Quality Assurance

Electrical Reliability Services Quality Policy

ERS is committed to providing quality services and software that meet or exceed all aspects of customer expectations. We accomplish this through a foundation of globally consistent and coordinated teamwork based on the following principles:

- Fostering a culture of world-class quality through the application of consistent and capable processes.
- Driving continuous improvement by empowering and encouraging proactive contributions and quality ownership from every employee.
- Continuously measuring and monitoring all service delivery and business processes to ensure a positive customer experience.

ERS senior management is committed to this policy and will provide the leadership, resources, and training to support these principles.

Quality Assurance Manual

We maintain a documented quality assurance program. The major elements include a quality policy, organization structure and responsibilities, quality practices, human resources, quality assurance audits, and customer surveys. Maintaining quality assurance is the responsibility of all employees with oversight by each department manager and corporate management personnel. We have successfully passed the quality audits of many government agencies and obtained quality supplier recognition by private industry.

Service Capability Model

The Service Capability Model is an assessment tool used to evaluate performance in a multitude of business areas to drive continuous improvement. This model is used for problem-solving and ensures quality and standardization, allowing for consistent service delivery everywhere we operate. Holding ourselves to high standards is crucial for meeting and exceeding your service requirements and value criteria.

Customer Satisfaction Program

Understanding your perceptions and expectations are very valuable as they guide us in driving continuous improvement throughout our organization. Customers are surveyed across four broad categories including pre-sale, purchasing experience, order and delivery, and service experience. Tracking our net promoter score is vital to us as it gauges our customers' satisfaction.

Another assessment we pay close attention to is our customer satisfaction performance in ten key areas. On a scale from 0 to 10, the majority of customers continuously rate us at a 9 or higher for our technicians' knowledge and service. The overall results are shared throughout the organization and analyzed to see where we may improve the customer service experience.

Test Equipment Calibration Program

Field test equipment and secondary standard laboratory equipment are calibrated every 12 months by our calibration laboratory. All test equipment calibrations are traceable in an unbroken chain to the National Institute of Standards and Technology (NIST). (See Laboratory Traceability Chart in Appendix II). All calibrations are accomplished within strict guidelines utilizing recognized calibration procedures, techniques, and quality assurance standards.

7.0 Centers of Excellence

The Centers of Excellence for ERS provide leadership, best practices, expertise, support, and training to achieve dramatic improvements in cost, productivity, and quality. Our team members include professional engineers, NETA-certified engineers, compliance engineers, training specialists, and more. Through their expertise and our infrastructure support, we can deliver industry-leading customer satisfaction by exceeding expectations around quality, service, and responsiveness.

We driving performance through:

Leadership

Provide oversight and governance to ensure alignment with customer and marketplace requirements.

Operations and Management

Manage costs, risks, and resources to ensure safe and timely project execution that meets objectives and budgets. Maintain capabilities and scale to effectively support single and multi-site projects.

Processes and Practices

Maintain predictable, repeatable, and consistent operational performance through standardized processes and methodologies. Utilize advanced tools and technologies, invest in research and development, and focus on continuous improvement to create best practices.



Service

Deliver project, maintenance, and performance optimization services throughout the lifecycle of a facility to ensure business-critical infrastructure operates reliably, safely, and efficiently.

Expertise

Hire and maintain top technical talent in the industry. Build sustaining capability through knowledge management, training, leadership development, and performance measurement.

8.0 Technical Resources

Intelligent Data Acquisition Forms

Megger's PowerDB application is the industry-leading data acquisition tool for the electrical testing industry. The out-of-the-box testing forms provide templates that are used to collect test data across many types of electrical assets and are widely used across the industry. ERS was one of the original adopters of these forms. For more than a decade, our in-house form developers have partnered with PowerDB to leverage our extensive field experience and make many improvements to the out-of-the-box design.

Today, our proprietary, customized forms enable us to collect more data, with improved safety, accuracy, and efficiency. Through built-in form intelligence, we are able to quickly identify test data that may be suspect or does not meet NETA guidelines or other industry specifications. In addition, our intelligent forms are designed to generate auto-deficiency statements, which are derived from our large database of benchmark test results combined with our technical knowledge library.

Our proprietary customized forms offer:

- A searchable database of test results for auditing purposes
- Reliability in storing and organizing data by organization, plant, system, or device
- Historical data or trend data comparing similar devices nationwide
- Auto-deficiency statements generated from a knowledge-based library
- Testing data and recommendations for the next test interval
- A standardized report format due to forms being similar in appearance, performance, and features
- Integration with industry tools and applications enabling direct input from RTS for relays and Doble Pro-Test
- Built-in safety reminders applicable to each unique testing scenario

PowerDB is deployed across our global service organization including more than 3,000 registered users, ensuring consistent, standardized data collection across each equipment type anywhere in the world.

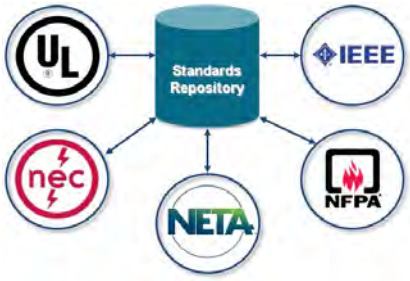
Real-Time Data Applications

To improve efficiency and accuracy, we utilize the latest technology that increases the speed in which we share project information. Our data collectors use smart tablets that allow them to easily mark-up drawings and send them to the support engineer for review. Sending the data in real-time allows for 24/7 engineering support.

The support engineer can quickly review the drawing, make any revisions, and send it back to the data collector before they return to work the following day. The data collector can review the progress with the customer as often as required. Before the job is finalized, they can review final drawings to ensure all data has been collected and all questions have been answered before they leave the site, eliminating unplanned follow-up visits.

Electronic Technical Library

We maintain an electronic library of international standards accessible to key employees 24/7. This information includes an index of standards written anywhere in the world and is updated every 60 days. This library's resources include reference materials and standards from organizations such as IEEE, ANSI, UL, NETA, and NFPA. It also includes general reference materials and specialized text on electrical theory, engineering, and compliance.



9.0 Equipment

ERS owns more than $15 million in state-of-the-art equipment and diagnostic software and tools. We continually invest in our equipment to ensure we have the newest technology from handheld units to large transformer testing gear. With more than 3,000 pieces of equipment on hand, we always have the right equipment for the job. Below are examples of our equipment:

- Doble F-2553 high power convertible power simulator for relay calibration
- Doble TR-3100 motion analyzer which measures travel and velocity of breaker contacts
- Online, digital low-resistance ohmmeters allow for safe and efficient readings on energized equipment
- Agema digital color infrared cameras with software-driven data management
- OMEGA data loggers for power quality measurements
- Albér battery testing systems for online monitoring of battery back-up systems
- State-of-the-art power measurement equipment that measures load, harmonics, and line disturbance from well-known manufacturers including BMI, Dranetz, Elite, and RPM
- Laptop computers for all field and sales engineers to facilitate efficient communication, proposal preparation, and test data management
- Customized automation software to ensure the timely delivery of estimates, test reports, and test data

Research and Development

With more than four decades of experience in maneuvering electrical equipment around big and small spaces, we understand the challenges. Our engineering and R&D resources help develop technology, methodology, and tools that improve the safety, efficiency, and accuracy of electrical testing. Physical improvements have made our equipment:

- Easier to maneuver, allowing for increased accessibility to more difficult/smaller sites
- Weigh less so there is no need for a heavy crane
- Easier to roll over uneven surfaces, allowing our wheeled pieces of equipment to travel through areas others cannot

Registered Patents

We invest in new technologies to improve the way we deliver services and currently own six patents. Our patents include sensor technology, testing methodology, a control circuit for test sets, a transformer winding resistance tester, and probe methodology. The majority of our patents focus on improving efficiencies and safety in our testing procedures.

10.0 Test Reports

Information management and communication within a service program are often the weakest and most detrimental facets of a client-vendor interface. Data storage and retrieval must be user-friendly and functional. Not only do our test reports adhere to NETA standards, but we also make sure they are easy to read and are consistent.

As an independent third-party electrical testing, maintenance, and engineering services firm and a founding member of NETA, we help set the standards for test reports. Each of our test reports includes: (1) a summary of the project, (2) a description of the equipment tested, (3) a description of tests, (4) the test data, and (5) analysis and recommendations. In addition, our reports meet the following requirements:

1. Identification of the testing organization
2. Humidity, temperature, and other conditions that may affect the results of the tests/calibrations
3. Date of inspections, tests, maintenance, and/or calibrations
4. Identification of the testing technician
5. Indication of inspections, tests, maintenance, and/or calibrations to be performed and recorded
6. Indication of expected results when calibrations are to be performed
7. Indication of “as-found” and “as-left” results, as applicable
8. Sufficient spaces to allow all results and comments to be noted

When our work is complete, you will receive a comprehensive engineering report as specified in the maintenance testing contract. These detailed reports are reviewed by a dedicated group and contain infrastructure data and clear recommendations for improving safety and reliability. These reports help with compliance as they meet the NFPA 70E and NERC requirements for documentation.

11.0 Services and Capabilities

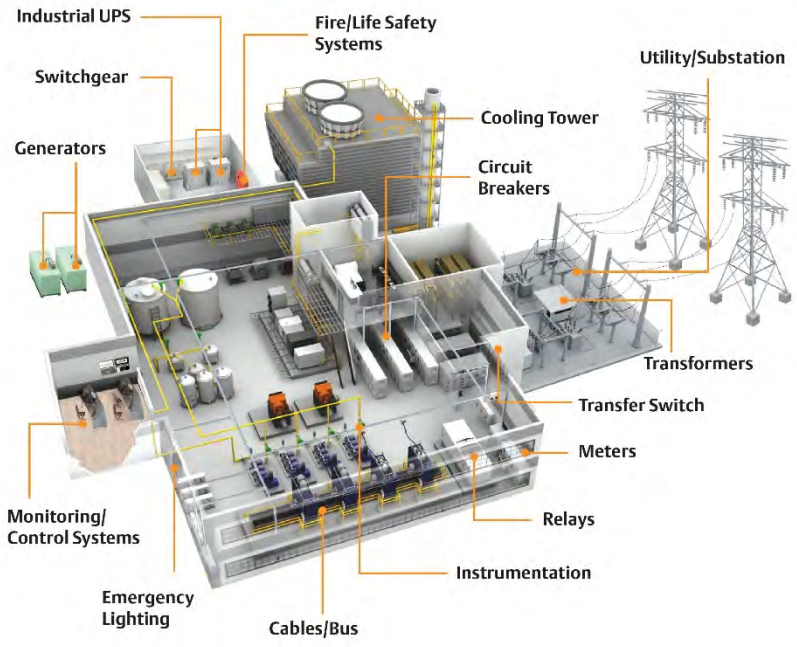
Every plant goes through a natural lifecycle. A typical facility with a traditional architecture enjoys its highest efficiency and performance right at startup. Once online, however, the plant begins to gradually deteriorate due to the dynamic and often harsh environment of the process, as well as the normal wear-and-tear on the equipment.

Contrast this with the lifecycle of an optimized plant where ERS can help your plant start-up faster. Throughout the lifecycle, this plant will see continual improvement in performance that is made possible through predictive diagnostics, preventive maintenance strategies, life-extension services, and engineering studies. In an optimized plant, unplanned outages are virtually eliminated and replaced by more efficient turnarounds, improving your plant's performance today, tomorrow, and beyond.

As an independent third-party company, our recommendations are unbiased and based on principles of value engineering. We understand that the health and performance of your assets are vital to your success, and we have first-hand experience proving that electrical testing and maintenance has a dramatic impact on improving the cost of maintaining a reliable electrical power system.

Wherever you are in your plant's lifecycle, healthy assets are the way to a healthier bottom line. As your partner, we can provide the most comprehensive solutions for your electrical system reliability and safety.

We service equipment such as:



Over the next few pages, you will learn more about our services and capabilities.

11.1 Project Services

Our project services ensure that your facility is designed, built, and operates reliably and according to your project specifications. Whether building a data center, selecting technologies, planning an upgrade, or recommissioning an existing facility, we can support your projects and maximize your investment.

Commissioning Services

Commissioning is a quality assurance process that begins during planning and design and continues through construction, occupancy, and operations. The activities performed during each phase include a commissioning plan and specifications development, design review and scheduling, testing and verification, operational procedure development, training verification, and warranty reviews. Reference the “Commissioning Services” section for more information on our capabilities.

Acceptance Testing

Acceptance testing is performed per the NETA *Standard for Acceptance Testing Specifications*. Our experts will ensure your equipment is installed per manufacturer specifications, integrated as needed, and able to safely and efficiently handle the designed load. Additionally, baseline data collected during your acceptance testing project is the foundation for required maintenance as stipulated by NFPA 70E. Reference the “Acceptance Testing” section for more information on our capabilities.

Project Management

Combining a broad range of resources and knowledge, we can coordinate all aspects of your project and complete it on time and on budget, no matter the project size. Our services begin early and encompass a wide range of systems and capabilities. A certified project management team will ensure your project is a success and delivers the desired outcome.

Installation Services

The professional installation of all products and components is a key element of our project delivery service. As a general contractor that is licensed in many states and a company that works with a network of licensed contractors, we employ best practices for both electrical and mechanical installations.

Integrated Systems Testing

This process verifies the integrated functional operation of critical building systems under the designed load and emergency conditions. An Integrated Systems Test script is developed that details the testing process for the entire critical system including the electrical and mechanical primary systems, redundant systems, backup systems, emergency and automatic switching systems, and building automation systems (BAS).

Electrical Engineering

Our experts work with you to fully understand your project requirements and recommend solutions. Our comprehensive engineering and design services give structure and context to the project planning team’s recommendations. Reference the “Electrical Engineering Services” section for more information on our capabilities.

COMMISSIONING

For more than a decade, Electrical Reliability Services has been a leader in the commissioning of critical space facilities. Unlike some commissioners who primarily provide administrative oversight, our commissioning services team offers a comprehensive, hands-on approach to commissioning. We will work with you and your project teams from pre-design through construction and up to one year post-occupancy to verify and document that systems are designed, constructed, and tested to function safely and meet operational needs.

By working hand in hand with your design engineers and general contractor, our commissioners will ensure your project meets your needs from day one and is delivered on time and budget. Even more important, commissioning services ensure you get the results you expect. From lower operating costs and improved energy efficiency, to reduced downtime and increased reliability, commissioning your project today delivers benefits for many years to come.

Our commissioning experts are members in key industry associations such as ASHRAE and the Building Commissioning Association (BCxA). Qualified staff members include NETA-certified technicians, certified Qualified Commissioning Providers (QCxP) and LEED Accredited Professionals (AP) who have training in ASHRAE commissioning guidelines and the LEED rating system.

Proven. Consistent. Agile.

Trust your mission critical facility to the commissioning experts at ERS. Through our extensive experience in commissioning complex systems, we have developed proven processes which enable us to deliver consistent, quality results while increasing your speed to market.

Services

- Retro Commissioning
- Full Lifecycle Commissioning
- LEED Commissioning
- Commissioning Plan Development
- Project Management
- Integrated Systems Testing
- Personnel Training



ACCEPTANCE TESTING

A high percentage of early equipment failures can be traced to design, installation, or startup deficiencies. It is important to protect your plant's investment in new equipment or systems with acceptance testing.

Acceptance testing protects the reliability and uptime of a facility or piece of equipment. It also provides a baseline for trending and comparing data gathered during future maintenance testing. Our testing encompasses:

- **Pre-functional verification**: An inspection to verify proper installation prior to testing which covers the checking of belt tension, oil levels, labels, gauges and sensors.
- **Functional testing**: Testing performed in all operational modes to confirm that equipment operates according to the design intent.
- **Comprehensive reporting**: A report that includes testing results and any recommendations for infrastructure changes.

Integrity. Efficiency. Accuracy.

Ensure the integrity of your system by confirming your equipment is installed per manufacturer specifications and design intent. Our technical experts will ensure a quality installation that supports system reliability and reduces the threat of costly downtime while maximizing operating efficiency. We will also make sure you receive accurate baseline data to be used for improved asset management in the future.

Services

- Visual and Mechanical Inspections
- High Potential Testing
- Cable Fault Location
- Ground Fault / Ground Resistance Testing
- Breaker Time Travel Analysis
- Battery Testing
- Voltage/Load Recording
- Load Bank Testing
- Contact Resistance Testing
- Standby & Emergency System Testing
- Current Injection Testing
- Relay Functional Testing
- Thermographic/Infrared Testing
- Partial Discharge Testing
- Fluid/Oil Analysis
- VLF Testing
- Power Factor Testing
- Fall-of-Potential Testing

11.2 Maintenance Services

We take a holistic approach to ensuring the safe, reliable operation of your facility. Using our solutions, companies can overcome challenges in managing maintenance for data center, healthcare, telecom, industrial facilities, and more. With proper maintenance and regular testing, you can identify and correct problems that would otherwise go undetected.

Preventive Maintenance

A preventive maintenance program should be performed in accordance with accepted industry standards and safety practices, such as NFPA 70B and the NETA *Standard for Maintenance Testing Specifications*. The following tests and services are part of our preventive maintenance program, designed to ensure your compliance:

- Turnaround and outage support
- Electrical testing
- Periodic inspection, cleaning, and lubrication
- Calibration services

Reference the “Preventive Maintenance” section for more information on our capabilities.

Predictive Maintenance

Predictive maintenance involves performing condition assessment tasks that monitor or trend equipment health to help determine what maintenance tasks should be performed to avoid unacceptable deterioration or drop off in performance. The following tests are part of our predictive maintenance program:

- Partial discharge testing
- Ultrasonics
- Infrared/thermography
- Fluid/oil analysis

Reference the “Predictive Maintenance” section for more information on our capabilities.

Corrective Maintenance

As electrical equipment ages, components begin to wear and insulation deteriorates. Our corrective maintenance includes repairing transformers and switchgear, inspecting wiring connections for proper tightness or discrepancies, and replacing broken or worn out parts as needed. It may also include retrofitting in order to update your equipment with the latest technology instead of doing a full replacement.

Maintenance Management

According to the current NFPA 70E standard, equipment must be properly maintained in accordance with the manufacturer’s recommendations and applicable industry codes and standards. An effective electrical maintenance program will ensure compliance, enhance safety, and reduce the probability of equipment failure. Some of our key services offered to help support your ongoing maintenance program include maintenance planning, program development, outage planning, and method of procedures (MOP) development.

PREVENTIVE MAINTENANCE

Facilities are dependent upon their electrical systems to maintain the continuity of processes and to transmit critical data. The continuing reliability and integrity of an electrical power system are based on an established program of maintenance and operational testing. The maintenance procedures and frequencies should follow the recommendations of nationally recognized standards.

NFPA 70B: Recommended Practice for Electrical Equipment Maintenance provides maintenance guidelines including suggested intervals. Another valuable resource is NETA's *Standard for Maintenance Testing Specifications for Electrical Power Equipment and Systems*, which has been adopted by the American National Standards Institute (ANSI/NETA MTS). These procedures and frequencies are used to develop a maintenance schedule that is based on the type of equipment, voltage, and ambient conditions.

Preventive tests and services provided by our NETA-certified field service engineers and technicians include:

- Insulation-resistance testing
- Ground resistance testing
- Dielectric withstand voltage testing
- Cleaning, exercising, and lubricating components
- Troubleshooting and/or repair as necessary
- Thermographic surveying
- Breaker time travel analysis
- Visual and mechanical inspections for functionality/operability
- Writing of test report with recommendations

Turnaround and Outage Support

Plant turnarounds constitute the single largest maintenance expense. Part of ensuring a successful turnaround is controlling the time and costs associated with the outage, while making sure assets get the service needed to continue performing safely and reliably. To make the most of planned maintenance time, take advantage of our range of services:

- Pre-outage planning
- Pre-outage electrical maintenance
- Maintenance and testing services
- Pre-outage diagnostic testing
- Pre-outage electrical maintenance
- Post-outage report and feedback

Electrical Testing

Electrical equipment aging and deterioration is normal, but equipment failure is not inevitable. An effective electrical maintenance testing program identifies and recognizes factors leading to deterioration. It provides measures for reversing these effects and avoiding failures. A well-administered testing program can prevent accidents, save lives, minimize costly breakdowns, and reduce unplanned outages.

Predictive maintenance tests determine the condition of in-service equipment in order to recommend when maintenance should be performed. We offer a comprehensive profile of services to assess and trend the health of your equipment.

Partial Discharge Testing

Our integrated partial discharge (PD) testing and monitoring solutions are customized for you and can provide early warning signs of impending failure. We offer the latest technologies in both online and offline PD testing. Our new technology expands the type of equipment in which PD can be detected. This list includes cables, air, and gas-insulated switchgear, dry-type and liquid-filled transformers, potential transformers, control power transformers, current transformers, arresters, bus, switches, voltage regulators, and circuit breakers as well as others.

We use multiple sensors to improve accuracy including transient earth voltage sensors, ultra-high frequency sensors, high-frequency current transformer sensors, and acoustic emission or ultrasonic sensors. Depending on your specific operating requirements and application, we can customize a program for you. Choose from periodic partial discharge testing, continuous online monitoring, ultrasonics, dissipation factor, and permanently mounted sensors. We offer a wide variety of options to fit your specific needs.

Infrared/Thermography

Annual infrared scans are specified in NFPA 70B and are recommended by most insurance companies. These tests can easily detect hot spots in your critical equipment. However, not all infrared scans are the same. We use high-end cameras that offer the highest imaging resolution and temperature range to clearly understand where electrical connections and components have degraded. Information gathered helps to determine how to best address these hot spots before they result in serious problems that lead to unplanned downtime.

Ultrasonics

Ultrasonic testing finds leakage, signs of corona, and other invisible problems within an electrical system before they become large, expensive problems. Performed without disrupting plant or facility operations, ultrasonic testing is a non-destructive, non-invasive predictive maintenance tool. Because it maintains insulation integrity, it is commonly employed in applications such as cable terminations, switchgear, busbars, and transformers. Ultrasonic measurement is most powerful on a comparative basis and can significantly increase the reliability of partial discharge detection.

Fluid/Oil Analysis

Fluids and oils circulate in large power transformers to insulate them from high-voltage stresses. These fluids contaminate easily due to leaky seals and corrosion. Increased reliability and performance can result from a rigorous preventive maintenance program that purifies and filters these fluids over the life of the equipment. Advanced mobile oil processing equipment provides vacuum, filtration, degasification, and dehydration of fluids/oils to restore optimum dielectric strength, viscosity, and insulation characteristics.

11.3 Electrical Engineering Services

Our highly qualified engineering resources provide innovative solutions to enhance the safety, operating performance, and reliability of your critical systems. Managing the complexities of your power system protection and ensuring safe reliable operation can be a difficult challenge that requires multi-discipline expertise. We offer a variety of engineering services including electrical engineering design, power system studies, and engineering drawings. Learn more below:

Electrical Engineering Design

Our protection engineers will evaluate your system and design settings to ensure your equipment functions as it is designed to do and that it performs at its optimum capacity while meeting applicable regulatory requirements.

Relay Design and Integration

Our highly experienced integration engineers can help you identify the specific relay features, capabilities, and configuration that will best meet your facility's requirements. In order to ensure our solution meets all of your needs including cost, space, time, functionality, and regulatory compliance, our team will meet with you to understand your specific requirements. We will then design a retrofit solution utilizing the best technology for your system. Once a solution has been designed, complete schematics and diagrams are developed and reviewed prior to construction.

Relay Logic and Programming

Another important part of the design process includes accurate relay logic and settings. Correct logic settings affect the speed, selectivity, and reliability of your relays. Our protection engineers are available to help you design and implement logic settings to ensure your scheme delivers the required protection for your operation.

HMI/Communications (SCADA) Programing

Human-machine interfaces (HMI) and communications are crucial networking components in any integrated SCADA system. Our engineers have the expertise to design, program, and implement a solution that will allow your operators such abilities as monitoring device status, polling metering data, creating multi-level user groups, or controlling protective devices such as breakers, remotely.

NERC Compliance Engineering Evaluation

Evaluation of your infrastructure involves on-site data analysis and data collection by our highly-trained engineers who have years of experience working in and around operating generation plants. Once the data is collected, they will assemble and organize it to perform modeling and engineering analysis of your electrical system. A complete NERC-approved mathematical proof will be provided for each load-sensitive relay requiring study. Our engineers leverage industry-accepted software applications to model dynamic systems including PSSE, E-Tap, MatLab, and Power World. Upon completion of the analysis, a comprehensive report will be provided with recommendations and corrective actions required for ensuring compliance and improving power system loadability at your facility.

Power System Studies

Our engineers help you optimize the design, function, and operation of your protection system by analyzing the operation of your power system during normal and fault situations. Our power system studies include:

Short Circuit/Coordination Study

A short circuit and coordination study helps to avoid accidents, productivity losses, costly fines, and higher insurance costs. By evaluating a system's protective devices and the circuits they protect, a coordination study determines how long equipment can sustain operation without damage or failure. These studies provide power transformers, switchgear, substations, motor control centers, panelboards, and other equipment with the required protection to ensure minimum service interruption under overload and short-circuit conditions.

Arc Flash Study

Arc flash studies provide recommendations for PPE; boundaries for limited, restricted, and prohibited approaches; and recommendations for flash protection and safe work practices. Once our technical staff has completed an arc flash analysis, the appropriate hazard warning labels will be provided. Reference the "Arc Flash Study" section for more information on our capabilities.

Power Quality/Harmonics

Dips, spikes, surges, and momentary outages can damage critical equipment and systems, or cause them to malfunction. Our power quality studies and harmonic analyses identify grounding errors, harmonic distortions, and other issues that reduce the reliability of your power system. Experts rapidly assess problems by examining harmonics, load flow, and power factor. Once the nature of the disturbances or operating condition is understood, we identify solutions that reduce total system loading and ensure optimal system performance.

Load Flow Analysis

Load flow studies identify and correct power system issues, such as overloads, load imbalance, harmonic problems, poor power factor, or other operational issues. Using software that simulates actual steady-state operating conditions, our power system experts can virtually investigate multiple scenarios that may alter a facility's load, creating operational or performance problems. The load flow study calculates load distribution and voltage profiles to examine the performance of the system and determine the effectiveness of voltage regulation or power factor correction equipment.

Power Factor Study

Measuring power factor detects insulation defects in electrical equipment. By maintaining a high power factor, a plant can avoid costly utility bills resulting from an enforced "low" power-factor clause or high kilovolt-ampere (kVA) demand. Power factor tests provide a benchmark that may be compared over periods of time in an organized manner and are used to identify trends within AC equipment insulation.

Grounding Study

A grounding system is one of the most important, yet neglected, segments of a critical facility's electrical power system. Testing is required by the National Electrical Code (NEC). Proper grounding is essential to ensure personnel safety and service reliability. Our technical services team can ensure your system grounding complies with code requirements, and that your ground fault protection is adjusted and functions properly.

System Logic and Control Settings

Another important part of the relay design process includes accurate relay logic and settings. Correct logic settings affect the speed, selectivity, and reliability of relays. They ensure the correct relay elements are being used in the trip scheme and that the relay control logic will produce the desired results. Our protection engineers help you design and implement logic settings to ensure your scheme delivers the required protection for your operation.

Ground Fault Analysis/Troubleshooting

A low-level arcing ground fault can destroy switchgear in seconds before the main service overcurrent protection will operate. Ground fault protection is required by the NEC and is usually installed only on circuits and services of 480/277 volt 1,000 amps and larger. A properly installed and operating ground fault protection system will detect and clear the fault in milliseconds, fast enough to limit damage to acceptable levels. Our experts can verify the proper installation of sensor and grounding connections.

Engineering Drawings

Electrical Reliability Services engineers can develop a road map to enable proper maintenance of equipment, design redundancy, and protection of your electrical distribution system. Learn more below:

Single/Three-Line Diagrams

Facility equipment and loads are continually added or removed in small increments, constantly changing an electrical infrastructure. We conduct a comprehensive site survey to inventory the equipment, verify drawings and processes, and evaluate design redundancy. The resulting detailed schematic shows the main components of the electrical system and the power distribution path. You will then have the information needed for system analysis and testing, as well as for future maintenance and engineering studies.

Wiring Diagrams

Accuracy is incredibly important when translating engineering designs into actual installations. Creating wiring drawings is a time-intensive, detail-oriented step in the protection and controls engineering process, connecting each device such that each device operates properly within the system. Our protection and controls engineers have the applied installation experience and a quality process to ensure the creation of accurate and precise wiring diagrams.

Elevation Drawings (Panel Elevations)

Every relay panel has unique dimensions and physical characteristics. Specifying a replacement relay panel requires intuitive field experience with insight into the constructability of the installation. Our protection and controls engineers have the knowledge necessary to create detailed panel elevation drawings, ready to be used to procure custom-made panels.

Control Schematics

Control schematics are the basis for showing how various devices interoperate. Creating control schematics requires technical knowledge of existing relay makes and models with applied knowledge of protection and control theory. Our experts can create protection and control schematics according to your specifications and needs.

ARC FLASH STUDY

Ensure worker safety and regulatory compliance with a comprehensive arc flash study. Our professional and degreed engineers receive ongoing education and adhere to strict standards in safety and electrical testing when performing a study that involves the following:

Data collection – Collecting critical equipment information is necessary to perform accurate arc flash hazard analysis. Depending upon the incident energy levels present at a given location, the minimum required levels of PPE is determined.

Arc flash calculations – Calculations are performed with state-of-the-art software and in accordance with NFPA and IEEE standards.

Comprehensive reporting – Report includes the results of the hazard analysis and expert recommendations, and helps ensure compliance with OSHA and NFPA standards. Once the study is completed, results should be maintained in the facility's engineering documentation and incorporated into a published safety manual.

Ideally, an arc flash study should be done in conjunction with the acceptance testing and engineering studies at the time of commissioning since a short circuit study is required to perform the evaluation.

Ensure Regulatory Compliance

Improve worker safety by identifying potential hazards and implementing recommendations to mitigate risks. You can identify these hazards and ensure regulatory compliance by performing arc flash hazard analysis in accordance with industry guidelines. Once you have enhanced system performance, you will see greater productivity by reducing business disruption and lost man hours that may result from arc flash incidents.

Related Services

- Risk Assessment
- Hazard Labeling Plan
- Site Review/Compliance Assessment
- Protective Scheme Design Review
- Single-Line Diagrams
- Short Circuit and Coordination Studies
- Preventive Maintenance
- Electrical Safety Program Review/Development
- Training and Performance Evaluation
- Personal Protective Equipment
- Optional Annual Re-certification
- Documentation

11.4 Equipment Upgrades & Replacements

Aging electrical equipment typically has higher maintenance requirements, that not only cost more but also pose higher safety risks for personnel. We offer a full range of services designed to help aging facilities operate at peak performance.

Turnkey Relay Retrofits, Upgrades, and Replacements

Relay retrofits and upgrades provide a fast, cost-effective way to leverage the advantages of microprocessor relays without the expense of installing new switchgear. Turnkey relay upgrade solutions include generator protection, main-tie-main systems, feeder protection, arc flash mitigation, and medium-voltage back-up generation. We deliver solutions utilizing all major relay manufacturers and relay applications including engineering evaluation, relay design and integration, relay logic and settings, panel fabrication, demolition, installation, testing, and startup support.

Circuit Breaker Retrofits/Upgrades

Replacing aging circuit breakers will lower maintenance requirements and reduce the safety risk to your personnel. Our electrical system experts can upgrade your assets with rebuilt and retrofitted equipment, allowing for improved performance at a lower cost. Our capabilities include low, medium, and high voltage circuit breakers, including vacuum and SF6 technology.

UPS Retrofits/Upgrades

Our life-extension services transform older equipment to like-new conditions, delivering enhanced efficiency and reliability and extending the life of your system. Our expert technicians will modernize your control systems for the UPS, inverter, and/or battery charger. They will replace most major components such as printed circuit boards, chokes, meters, potentiometers, and more. Your equipment will then be tested and calibrated to meet the OEM specifications.

Battery Replacements

Once a battery reaches less than 80 percent, it is recommended for replacement. We offer complete battery replacement solutions including both expert installation of new cells and proper recycling of spent batteries. We also offer a mobile power solution for safe and secure DC system maintenance and battery replacement. Our Mobile DC Power Services Unit is transportable to provide on-site temporary power during system maintenance and replacement.

Direct Replacement Breakers

Advances in circuit breaker technology have enabled asset managers to exchange older, often obsolete equipment for upgraded replacements without disrupting existing switchgear. Most replacement breakers are designed to fit into the existing switchgear cells with minimal modifications and will interface with the existing switchgear structure while maintaining safety interlocks inherent in the original design.

11.5 Compliance Services

Understanding and complying with ever-changing standards requires considerable knowledge of the requirements and methodology used to successfully implement the technical requirements. Our compliance experts can help you achieve compliance with the latest regulations and requirements from NERC, NFPA, IEEE, NETA, and more.

NERC Compliance Programs

Achieving compliance with NERC requires knowledge of complex regulations. Our NERC compliance services provide generator and transmission owners and operators with the resources and tools needed to address reliability requirements. Compliance experts leverage an in-depth understanding of NERC standards and how they impact power-producing infrastructure to help customers develop a compliance program. Our NERC compliance services include compliance assessment, engineering analysis and modeling, NERC program management, and relay retrofit and upgrades.

NFPA Compliance Programs

The intent of *NFPA 70E: Standard for Electrical Safety in the Workplace* is to provide guidelines for reducing exposure to the hazards of shock, electrocution, arc flash, and arc blast. To help you improve safety and achieve compliance, our team of NETA-certified technicians, power system engineers, and electrical engineers provide solutions for your electrical safety policy and maintenance practices. Our NFPA compliance services include electrical safety compliance assessment, arc flash study, change management and control, training, safety, maintenance, and documentation.

OSHA Safety Training

Our OSHA Safety Training courses are designed to support continuing education and relicensing requirements of most states. Many Fortune 500 companies have approved the courses for corporate training, and they are accepted by IBEW, DOD, DOE, MSHA, and OSHA (Safety Training). The courses also meet NETA's continuing certification program for certified technicians.

Arc Flash Compliance Services

OSHA can and does enforce the NFPA 70E guidelines on arc flash safety. To ensure compliance, you will need to determine the steps needed to meet OSHA and NFPA requirements. Our experienced engineers can conduct a comprehensive assessment at your facility to identify areas of risk and non-compliance. The results can then be analyzed to formulate a plan to bring your facility into compliance in the most efficient way possible.

Code/Conformity Compliance

We provide a full-service offering for field testing and conformity assessments complying with stringent requirements of IAS certification and NFPA 790 and 791 standards. These requirements ensure impartial evaluations are conducted within a strict structure for prepping, testing, evaluating, documenting, and reporting on unlisted equipment. The services we offer include code compliance, field evaluations, and lab services.

11.6 Educational Services

Ensuring the safety of your workers and meeting the challenges of the latest safety requirements is a difficult task without assistance from qualified resources. Having delivered hundreds of on and off-site training courses annually, you can trust us to provide the education your team needs to become "qualified" electrical workers in accordance with NFPA 70E requirements.

Our training is delivered by equipment experts who are well-versed in the latest regulatory requirements. Whether customized on-site training is required or online training via WebEx, courses are designed around our customer's schedule. We provide the industry's leading innovative and cost-effective approach to training, offering comprehensive turnkey packages that are unparalleled in the industry.

We also offer consulting services that are designed to help customers improve the efficiency and performance of their most critical assets. These services will increase workplace safety, protection of property, and compliance with regulatory codes and standards. Solutions include:

- Specialized equipment training
- Safety training
- Safety audits
- Skill and training needs assessment
- Safety documentation
- Policy and procedure development

Note: Electrical Reliability Services' safety training programs meet current OSHA requirements including OSHA 1910.269, 330-333 (Subparts R and S).

Here's what customers had to say about our educational services:

"The course was very interesting. The instructor was outstanding and knew the information better than any class I have attended."

"Great logical course progression; easily understood by different experience levels."

"This was the most informative and entertaining electrical safety course that I've had. It was easier to retain the information I learned. Thank you for creating such a well-planned curriculum."

"Great training course. Instructor provided detailed information regarding each topic. Extremely helpful in our line of work."

"This was the most focused electrical arc flash course I have attended."

"I had a general idea of electrical safety before but [the trainer] was able to explain everything I didn't know, effectively and easily."

"Easy to understand and presented accurately. The instructor is very knowledgeable."

"Very good course, even for someone who does not have an electrical background."

11.7 Service Management & Support

Unexpected failure can pose serious hazards to your critical infrastructure. Whether it is a large-scale outage or a localized technical glitch, each emergency demands a prompt response. Our Customer Resolution Center associates utilize a robust knowledge database and leverage interactive technology. This enables us to quickly and consistently provide you quality service and real results. Learn more about our services below:

Customer Resolution Center

When you call our toll-free number for help dealing with your critical system issues, you will never reach an answering service or voicemail. You will always be connected with a person for immediate assistance. Our call center is staffed with infrastructure experts that are part of the largest customer support team in the industry. They are equipped with technology that indicates weather patterns and natural disasters so they fully understand the issues that may impact your facility. Team members are armed with the information they need to resolve your call, which on average takes less than three minutes.

24x7 Emergency Response

Our technical support team and call center are available 24x7. Anytime, day or night, we can dispatch a NETA-certified technician to your site with the proper equipment required to troubleshoot the problem and quickly meet your unexpected needs on-site.

Disaster Recovery Services

Disaster recovery services are designed to support your business continuity objective. Whether you are looking to assess the damage to electrical distribution equipment or need to conduct startup and commissioning on new or refurbished equipment, we can help. Our services are conducted according to guidelines from the National Electrical Manufacturers Association (NEMA) and adhere to ANSI/NETA specifications.

Our disaster recovery services include:

- Damage assessment
- Equipment repair/recondition
- Spare parts support
- Inspection and testing
- Equipment replacement
- Commissioning and startup

12.0 Project Experience

Data Center

CUSTOMER/LOCATION	TYPE OF WORK	PROJECT DESCRIPTION
Real Estate Investment **Los Angeles, CA**	• Acceptance Testing • Commissioning	The expansion included phases 1 & 2 and added 7.5MW of power for approximately 80K sq. ft. The scope of work included 35kV switchgear and MV switchgear for six 2500kW generators (protective relays, vacuum breakers, and sensors) and 480V equipment (switchboards, circuit breakers, meters, distribution boards, and meters).
Telecommunications **Multiple sites**	• Retro-Commissioning	Performed retro-commissioning at 24 administrative and warehouse locations. The survey included approximately 4,700,000 sq. ft. of occupied space, including a review of operating mechanical systems and developing Energy Conservation Measures (ECMs) for the desired 2.5yr ROI.
Data Center **Mesa, AZ**	• Mechanical & Electrical • Recommissioning	Phase 1 of the project included converting approximately 20% of an estimated 1.3 million sq. ft. manufacturing facility into a data center. It also included a buildout for two 12MW data halls and supporting electrical and mechanical equipment.
Data Center **Reno, NV**	• Acceptance Testing • Maintenance Management	Large acceptance testing project comprised of several phases over 4 years. We maintained a team of engineers on-site, who performed acceptance testing and assisted in the facilities that moved into live status. Awarded a long-term, 5-year, maintenance plan. Serviced the 120kV substation, the 15kV, MV distribution system, and the LV switchboards and breakers. We permanently installed OLPD sensors, which enabled us to monitor the medium-voltage system while still energized.
Data Center **Cheyenne, WY**	• Acceptance Testing • Maintenance Testing	Acceptance tested new gear for a data center expansion. Tested transformers, circuit breakers, cable, and other electrical assets. We also maintenance tested existing gear.
Data Center **Council Bluffs, IA**	• Acceptance Testing • Maintenance Testing	Tested seven, multi-tier, data center facilities, including Level II testing of MV transformers, MV and LV switchboards, panelboards, circuit breakers, generators, relays, metering, and associated instrumentation. Level III and IV support were also provided.
Data Center **La Vista, NE**	• Acceptance Testing • Maintenance Testing	Acceptance tested a major facility expansion which increased system capacity by approximately 20%. Provided Level II testing of MV transformers, MV and LV switchboards, panelboards, circuit breakers, generators, relays, metering, and associated instrumentation.
Data Center **Las Vegas, NV**	• Acceptance Testing • Commissioning	With over 7 million sq. ft. of data center floor space and up to 650MW of power, this facility is one of the largest campuses in the world. We provided acceptance testing of the data center and 120kV substation, as well as, commissioning of the substation.

Utilities

CUSTOMER/LOCATION	TYPE OF WORK	PROJECT DESCRIPTION
Power Generation and Distribution Charlotte NC, Raleigh NC, and Tampa, FL	• Relay Upgrades and Embedded Personnel • Solar Systems Acceptance Testing	One of the largest electric power holding companies in the U.S., supplying electricity to approximately 7.4 million customers, operating approx. 52,700MW of electric generating capacity in the Carolinas, Midwest, and Florida, including a portfolio of renewable energy assets. We provided more than 30,000 service hours, working on generation, transmission, and distribution systems from 13.8kV to 230kV. We installed new relay technology and provided acceptance testing in their new solar farm installations.
Power Generation New Orleans, LA	• DC Services • Breaker Testing • Relay Testing • Transformer Testing	Owner-operator of multiple power plants with approximately 30,000MW of electric generating capacity, including nearly 9,000MW of nuclear power, delivering electricity to customers in Arkansas, Louisiana, Mississippi, and Texas. We provided installation and maintenance services to approximately 10 plants. Services included: Arc flash, breaker repairs, NERC testing, and relay upgrades.
Power Generation Houston, TX Generation Sites Nationwide	• NERC PRC Services • Maintenance Testing • Relay Upgrades	Multiple power generation facilities produce 30,315MW of electrical power from natural gas, wind, solar, oil, and coal power plants at 111 generation sites nationwide. Our scope of work included NERC PRC-019, PRC-024, PRC-025 engineering analysis and compliance validation of generation protection and control systems, NERC PRC-005 regulated maintenance testing of the electrical protection systems, and protective relay upgrade/retrofit services for electrical generation and distribution loads at Bulk Electric System (BES) registered units.
Power Generation Mona, UT	• Battery Replacement	The Mona, UT facility has a capacity of 550MW of electricity from twin combined cycle gas and steam turbines. We replaced existing UPS batteries including a redesign and added disconnects to the three parallel strings, allowing for isolation on individual strings for testing purposes. This was a turnkey project from the removal of the old batteries to installation and capacity testing of the new batteries.
Power Generation Vineyard, UT	• Battery Replacement	The Vineyard, UT facility has a capacity of 558MW of electricity generated from natural gas turbines. We replaced three battery strings and two battery chargers. This was a turnkey project from the removal of the old batteries and chargers to the installation and capacity testing of the new batteries.
Power Generation and Distribution Winfield, KS	• Maintenance Management	Supplier of electricity for approximately 8,100 customers. We have managed a preventive maintenance program for the city's power generation and distribution assets for over 6-years. The scope of work included two generating stations and six substations. Additionally, we have executed a turnkey protective relay replacement project on the city's 69kV distribution system.

Manufacturing

CUSTOMER/LOCATION	TYPE OF WORK	PROJECT DESCRIPTION

Semiconductor Manufacturer Gresham, OR	• Outage Planning • Maintenance Testing • DC Services – UPS/Battery (MT)	The customer was looking for a turnkey solution after a lap in system maintenance. The services provided were major outage planning/execution and preventive maintenance. Our scope of work included NETA testing, engineering services, DC power services, partial discharge testing, and spare materials. This project was executed with seven consecutive 12-hour shifts over four days, with multiple crews.
Semiconductor Manufacturer Portland, OR	• Outage Planning • Maintenance Testing	We provided a turnkey solution to upgrade the aging electromechanical system. This was the facility's first significant maintenance outage since 2009. Our scope of work included a 36-hour, full site outage with pre-outage maintenance and critical systems identified. Equipment included HV, MV, and LV equipment, transformers, switchgear, relays, circuit breakers, and switches. A relay retrofit in the site's substation was also performed.
Automotive Manufacturer Sparks, NV	• Acceptance Testing • Maintenance Testing	The Sparks facility is billed as the largest building in the world. The entire electrical system was tested, including the 120kV incoming service and switchyard, the 35kV facility distribution system, and all 480 and 120/208 low voltage systems. We also conduct annual maintenance testing throughout the entire facility.
Automotive Manufacturer Kansas City, KS	• Maintenance Testing • Emergency Response	This project was contracted to a facilities maintenance contractor. We supplied electrical system maintenance and emergency response services to ensure the reliability of the facility's electrical systems. We provided a one-hour response time for all emergency calls and were required to be present for all line voltage electrical outages.
Metal Container Manufacturer Jacksonville, FL	• Acceptance Testing • Maintenance Testing • Commissioning	We conducted an annual preventative maintenance program consisting of an infrared survey of all power distribution components, oil sampling of critical liquid-filled transformers feeding the facility, and NETA maintenance testing of all medium voltage transformers, vacuum circuit breakers, protective relays, and motor starters. NETA maintenance including testing for 480V circuit breakers using secondary injection testing. Acceptance testing and commissioning were performed on a new 7500 kVA main transformer.
Beverage Manufacturer Multiple sites	• Professional Services • Arc Flash Solutions • Safety Consultation	We have conducted services across the country in all of the U.S. breweries focusing on NFPA 70E compliance, including safety policy updates, arc flash safety assessments, 5-year updates, change management programs, and remediation.
Pulp and Paper Manufacturer Multiple sites	• Outage Planning • Maintenance Testing	We provided annual outage planning and electrical maintenance. Services included pre-outage and black-out electrical maintenance testing performed on HV, MV, and LV power distribution systems, including transformers, switchgear, MCC's, relays, and cables.
Real Estate Investment Chandler, AZ	• Outage Planning • Maintenance Testing	We performed a campus-wide maintenance turnaround and equipment upgrade within 24 hours on 12kV through 480V distribution equipment.

Chemical, Oil, and Gas

CUSTOMER/LOCATION	TYPE OF WORK	PROJECT DESCRIPTION

Oil & Gas Refinery and Production **Commerce City, CO**	• Outage Planning • Maintenance Testing	We completed planning for a 3-year NETA maintenance program and provided 15kV switchgear relay upgrades during the same turnaround. The scope of work covered electrical maintenance testing of the power distribution system, including HV, MV, and LV switchgear, transformers, MCC's, rack-mounted starters, cables, and relays.
Refinery **Torrance, CA**	• Outage Planning • Maintenance Testing	Our services included emergency call-out, major outage planning/execution, and preventive maintenance. We performed large turnaround maintenance with multiple crews, providing NETA testing, engineering services, relay upgrades, DC power services, IR scanning, transformer repair, and partial discharge testing.
Refinery **Port Arthur, TX**	• Maintenance Testing	The Port Arthur refinery is one of the largest oil refineries in the United States. In response to Hurricane Harvey, we provided outage testing for MV/LV electrical equipment to help restore production of 325,000 barrels per day. We also provided testing of the DC power system and installed new batteries.
Chemical Manufacturing **Westlake, LA**	• Acceptance Testing • Commissioning	The Lake Charles chemical complex has seven manufacturing units. Services included acceptance testing of new substation 15kV switchgear, along with industrial UPS and battery systems commissioning and startup.
Natural Gas Production **Cameron, LA**	• Acceptance Testing • Maintenance Testing	We were awarded a 5-year project, servicing the expansion of a new liquid natural gas plant. The project consisted of acceptance testing of all substations, switchgear, DC power systems, and maintenance testing on the existing facility.
Refining **Corpus Christi, TX**	• Maintenance Management • Acceptance Testing	The Corpus Christi East and West refineries produce jet fuel, low sulfur gasoline, and diesel fuel. Collectively the refineries produce approximately 300,000 barrels per day. We supplied maintenance management with an annual contract for embedded technical resources to support day-to-day maintenance testing for all electrical systems. The Corpus Christi West refinery expansion boosted their overall processing capacity by about 7%. Services included acceptance testing for all MV and LV switchgear/substations.
Refinery **Ferndale, WA**	• Outage Planning • Maintenance Testing	We were awarded a 5-year outage planning and electrical maintenance contract. Pre-outage and black-out electrical maintenance testing was performed on HV, MV, and LV power distribution equipment: transformers, switchgear, MCC's, relays, and cables.
Refinery **McPherson, KS**	• Maintenance Testing	The McPherson refinery has a refining capacity of 100,000 barrels per day. Services included turnaround preventive maintenance and testing services on MV switchgear, MV cable systems, substation transformers, and LV switchgear.

Appendix

Appendix I - Directory of Locations



Directory of Locations

The Electrical Reliability Services team serves the United States through strategically located service centers and satellite offices. These locations provide our customers with access to local resources with direct service capability.

Arizona

Phoenix Area Service Center
221 East Willis Rd., Suite 3
Chandler, AZ 85286
PH: (480) 966-4568
FAX: (480) 966-4569

Tucson Area – Resident Engineer
PH: (520) 572-6235

California

Los Angeles Area Service Center
10606 Bloomfield Avenue
Santa Fe Springs, California 90670
PH: (562) 236-9555
FAX: (562) 777-8914

San Diego Area Service Center
5909 Sea Lion Place, Suite C
Carlsbad, California 92010
PH: (858) 695-9551
FAX: (858) 695-0861

San Francisco Area Service Center
6900 Koll Center Parkway, Suite 415
Pleasanton, California 94566
PH: (925) 485-3400
FAX: (925) 485-3436

Colorado

Denver Area Service Center
7100 Broadway, Suite 7E
Denver, Colorado 80221
PH: (303) 427-8809
FAX: (303) 427-4080

Florida

Ft. Myers Area Service Center
11000 Metro Parkway, Suite 30
Ft. Myers, Florida 33966
PH: (239) 693-7100
FAX: (239) 693-7772

Jacksonville Area – Satellite Office
13720 Old St. Augustine Rd., Suite 8-#310
Jacksonville, Florida 32258
PH: (904) 292-9779

Miami Area – Resident Engineer
PH: (305) 669-0048

Sarasota Area – Resident Engineer
PH: (813) 225-3426

Appendix I - Directory of Locations (continued)

Georgia

Atlanta Area Service Center
2275 Northwest Pkwy SE, Suite 180
Marietta, Georgia 30067
PH: (770) 541-6600
FAX: (770) 541-6501

Louisiana

Baton Rouge Area Service Center
36572 Luke Drive
Geismar, Louisiana 70734
PH: (225) 647-0732
FAX: (225) 647-0740

Lake Charles Area Service Center
245 Hood Road
Sulphur, Louisiana 70665
PH: (337) 583-2411
FAX: (337) 583-2410

Shreveport Area Service Center
9636 St. Vincent's Avenue, Unit A
Shreveport, Louisiana 71106
PH: (318) 869-4244
FAX: (614) 410-8594

Missouri

Kansas City Area Service Center
400 NW Capital Drive
Lee's Summit, Missouri 64086
PH: (816) 525-7156
FAX: (816) 524-3274

St. Louis Area – Resident Engineer

Nebraska

Omaha Satellite Office
9753 S. 140th Street, Suite 109
Omaha, NE 68138
PH: (402) 861-9168

Nevada

Las Vegas Area Service Center
6351 Hinson Street, Suite A
Las Vegas, Nevada 89118
PH: (702) 597-0020
FAX: (702) 597-0095

Reno Area Service Center
1380 Greg Street, Suite 216
Sparks, Nevada 89431
PH: (775) 746-4466
FAX: (775) 746-4469

New Mexico

Albuquerque Area Service Center
8500 Washington St. NE, Suite A-6
Albuquerque, New Mexico 87113
PH: (505) 822-0237
FAX: (505) 822-0217

North Carolina

Charlotte Satellite Office
4833 Berewick Town Center Dr. #207
Charlotte, North Carolina 28278
PH: (704) 583-4794
Raleigh Satellite Office
324 S. Wilmington St., #299
Raleigh, North Carolina 27601
PH: (919) 807-0995

Ohio

Corporate Headquarters
610 Executive Campus Drive
Westerville, Ohio 43082
PH: (877) 468-6384
FAX: (614) 410-8420

Vertiv Academy
530 Westar Blvd.
Westerville, Ohio 43082
PH: (614) 841-5400

Oregon

Portland Area Service Center
4099 SE International Way,
Suite 201
Milwaukie, Oregon 97222
PH: (503) 653-6781
FAX: (503) 659-9733

Eugene Area – Resident Engineer
PH: (541) 747-9782

South Carolina

Charleston Satellite Office
8983 University Blvd, Ste 104 – #158

North Charleston, South Carolina 29406
PH: (843) 797-0514

Tennessee

Memphis Satellite Office
Memphis, Tennessee
PH: (318) 869-4244
FAX: (614) 410-8594

Texas

Dallas Satellite Office
14902 Preston Rd., Ste 404-#706
Dallas, Texas 75254
PH: (972) 788-0979

El Paso Area Service Center
1057 Doniphan Park Circle, Suite A
El Paso, Texas 79922
PH: (915) 587-9440
FAX: (915) 587-9010

Houston Area Service Center
1426 Sens Road, #5
La Porte, Texas 77571
PH: (281) 241-2800
FAX: (281) 241-2801

Utah

Salt Lake City Area Service Center
9736 South Sandy Parkway
500 West
Sandy, Utah 84070
PH: (801) 561-0987
FAX: (801) 561-0873

St. George Area – Resident Engineer

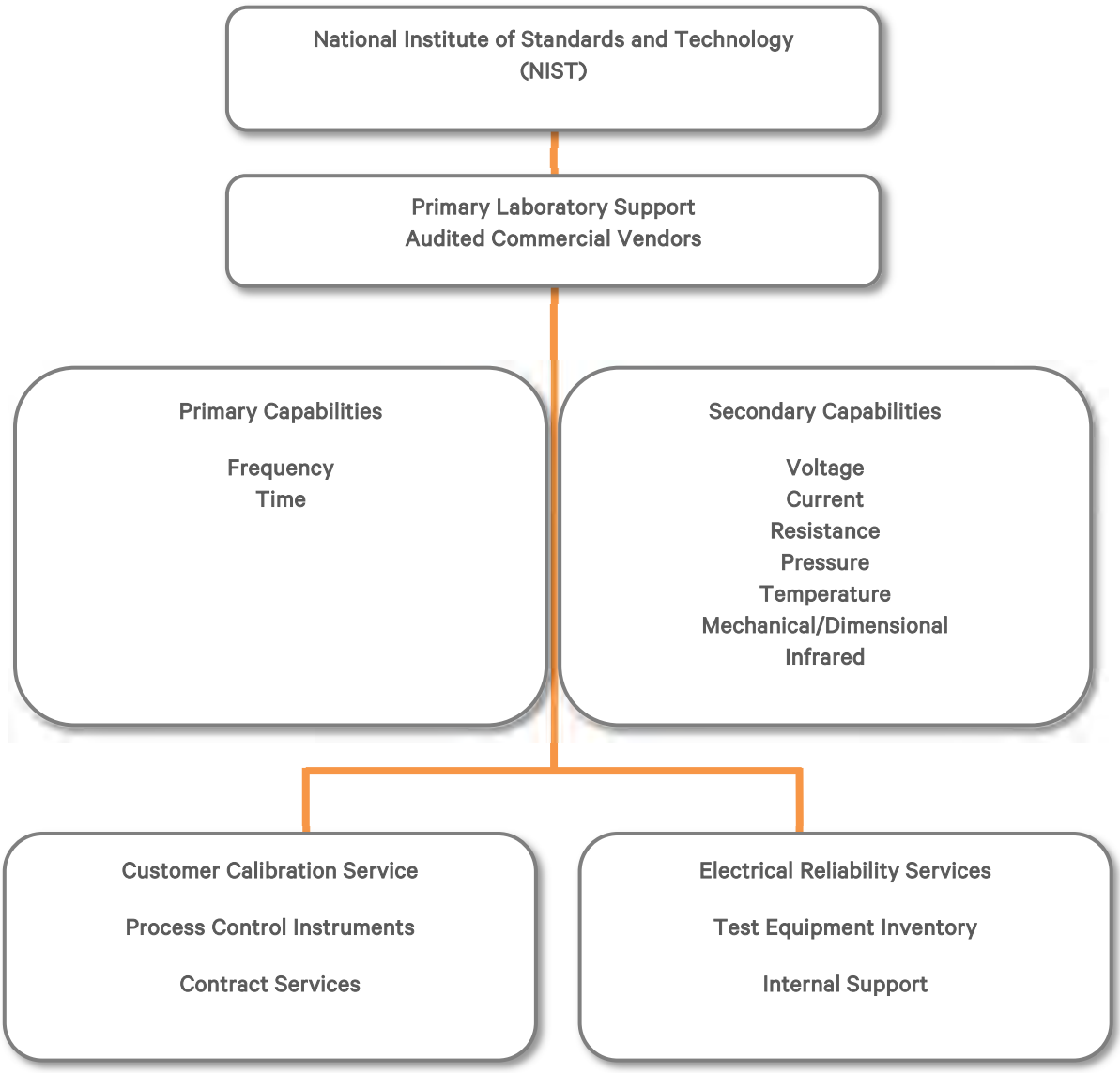
Washington

Seattle Area Service Center
2222 West Valley Highway N
Suite 160
Auburn, Washington 98001
PH: (253) 736-6010
FAX: (253) 736-6015

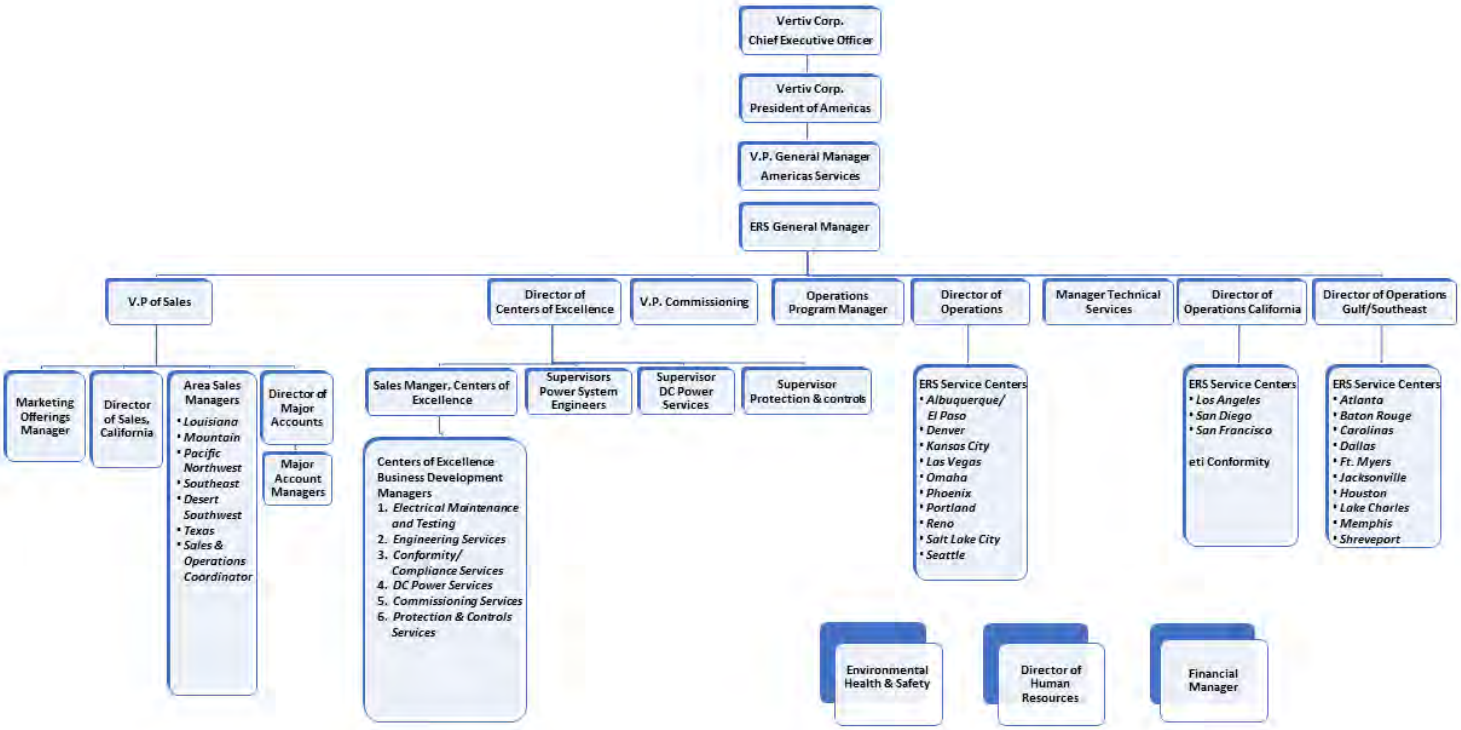
Spokane Area – Resident Engineer
PH: (509) 370-6209

Appendix II - Laboratory Traceability Chart

LABORATORY ENVIRONMENT: (Temperature: 70 ± 5°F) (Humidity: 25% to 70%)



Appendix III - Electrical Reliability Services Organizational Structure



CERTIFICATE OF COMPLETION

This is to certify that

Bernie Simmonds

has successfully completed the UL Knowledge Solutions training course
Lightning Protection Installation Standard

1.3 Continuing Education Units (13 Contact Hours)

March 18-19, 2015
Miami, IL

Benjamin J. Miller
Senior Vice President &
Public Safety President

AUTHORIZED IACET PROVIDER
Provider Number: 1307251

Eric Boettcher
Instructor, UL Knowledge Solutions

Simmonds Electrical of Naples, Inc.

Evaluation Criteria No. 3: Experience and Capacity of the Firm

Our mission is to provide our customers with the highest quality of services. We provide our employees with the right tools, equipment and resources to achieve their work and exceed industry standards. We also provide our employees with a safe working environment and have developed an extensive safety policy that includes the use of PPE equipment, OSHA safety standards, and the like.

Abilities, Capacity, Skill and Financial Strength:

Our strength is our ability to provide electrical services to our customers with consistency and responsiveness. We have the infrastructure in place to add to our workforce. We have also attached, for your review, a list of company owned equipment that can be used in the performance of this annual contract. A partial list of projects and term contracts during the last several years demonstrates our experience in the field as well as our ability to handle the work load.

Our current and past experience on service contracts has allowed us to enhance our scheduling methods. The vast majority of our field personnel have more than 15 years with the company, some over 20 years. Most of them have worked on multiple projects together and have cooperated in putting the best teams for other similar projects. Strong bonds have developed within the group; this facilitates team building and communications within the team. Close contact and mobile communication is key to our daily operations.

We maintain a reference library for all employees. We catalog thousands of photos taken before, during and after projects. Our photo database is constantly updated and is a center for sharing and discussing vital information gathered from jobsites. We also maintain a data base of the various types of equipment on different projects where services are performed regularly. Such databases, for example, include a detailed listing of all locations of lift station services, including transformers feeding them, size, type, locations, date of service and photos.

Over the 41-year period, the Company has acquired significant experience in industrial and commercial service as well as establishing good communication channels with customers and vendors. This also includes establishing excellent credit with local and out of state vendors, which, in turn, provides us with reliable sources of materials and good response times from suppliers. Simmonds Electrical of Naples, Inc.'s current bonding capacity is at 2 million.

Financial Strength:

Our current work in progress average is at 1.75M. Capital investments are financed entirely from internal operations. Our major financial ratios are well above area industry average:

- Quick Ratio = 3.83%
- Curent Ratio = 4.69%
- Working Capital Turnover = 3.6 Times
- Return on Invested Assets = 35.19%

Simmonds Electrical of Naples, Inc.

Inventory Strength:

Our field crews and office staff are familiar with material and corresponding vendors that meet Collier County technical specifications. Simonds Electrical maintains an average inventory of $12,500 of SKU regularly used in the performance of services for Collier County projects as well as other commercial and industrial services. This includes wire, conduit, splicing materials, breakers and all necessary tools and equipment to perform the work in a timely manner.

Following is a list of trade references to demonstrate our familiarity with materials to meet Collier County technical specifications and to demonstrate our superior financial integrity.

Graybar Electric Account # 217569
800 Industrial Avenue
Naples, FL 34104
Contact: Dan Johnston Dan.Johnston@graybar.com
Phone: 239-280-1107

City Electrical Supply Account # 01480498001
8798 Commerce Drive
Bonita Springs, FL 34135
Contact: Christopher Bocock Christopher.Bocock@cityelectricsupply.com
Phone: 239-948-3377

Rexel Account # 296483
4148 Corporate Sq
Naples, FL 34104
Contact: Dylan Stramaglio Dylan.Stramaglio@rexelusa.com
Phone: 239-316-5200

CED/Raybro
4473 Arnold Avenue
Naples, FL 34104
Contact: Gilbert Cardec GCardec@cednaples.com
Phone: 239-643-5568

Electrical Reliability Services
11000 Metro Parkway, Unit 30
Fort Myers, FL 33966
Contact: Warren Garber Warren.Garber@vertiv.com
Phone: 239-693-7100


Simmonds Electrical of Naples, Inc.

Size of Warehouse and Yard Storage:
Our office and warehouse is 7,000 sq ft

Number of Years of Experience:
The Company was founded in 1982 and has celebrated 41 years of service

Full Time Staff Members:
Currently 8 and in the process of hiring

Call-Back Service Requests:
Less than 1%

Simmonds Electrical of Naples, Inc.

Evaluation Criteria No. 3: Experience and Capacity of the Firm

Partial list of projects to reflect some recent experience

Project Number: 2116126
Project Name: CCFM Growth Management Division Install/Remove Temporary Bypass Wiring
Owner: Collier County Facilities Management
Contract Amount: $66,088.00
Start Date: 07/29/2021 **Completion Date**: 05/16/2022
Contact: John McCormick **Phone**: (239) 252-8247
Scope of Work: Provide temporary switchgear and wiring for bypassing main service, provide temporary bypass to power chillers and to power UPS systems. Remove temporary equipment at conclusion.

Project Number: 2116099
Project Name: Building J Extend EDP Emergency Feeders to SEN Temporary Switchgear
Owner: Collier County Facilities Management
Contract Amount: $49,045.12
Start Date: 06/24/2021 **Completion Date**: 07/21/2021
Contact: Thomas Orr **Phone**: (239) 252-7589
Scope of Work: Extend existing 1200A circuit from Building J1 electrical room to the temporary switch gear, remove all temporary wiring and restore premises at conclusion of project.

Project Number: 2015971_2116011
Project Name: CCFM Main Campus Switch Gear Upgrade
Owner: Collier County Facilities Management
Contract Amount: $21,145.00
Start Date: 10/21/2020 **Completion Date:** 01/31/2021
Contact: John McCormick **Phone:** (239) 252-8747
Scope of Work: Assist FPL and SQD in Power Switching Upgrades for Main Campus Switchgear Upgrades

Project Number: 2015860
Project Name: CC Jail Generator Bldg J1 & J2
Owner: Collier County Facilities Management
General Contractor: EBL Partners
Contract Amount: $439,347.60
Start Date: 11/11/2020 **Completion Date:** 10/08/2021
Contact: Julio Lopez **Phone**: (954) 589-2728
Scope of Work: Electrical for Standby Generator and switchgear modifications at County Jail.

Project Number: 2015938
Project Name: Bldg J1 Service Power Analysis
Owner: Collier County Growth Management
Contract Amount: $22,475.23
Start Date: 10/07/2020 **Completion Date:** 11/02/2020
Contact: Thomas Orr **Phone:** (239) 252-7589
Scope of Work: GMD Power Analysis and Report.

Simmonds Electrical of Naples, Inc.

Project Number: 1915646R
Project Name: Collier County Jail J1/J2 Temporary Power
Owner: Collier County Facilities Management
Contract Amount: $195,607.07
Start Date: 07/28/2020 **Completion Date:** 09/24/2021
Contact: Thomas Orr **Phone:** (239) 252-7589
Scope of Work: Furnish & Install temporary service lateral from FPL to temporary service equipment including concrete slab, temporary switchgear and all necessary conduit and cable system, connections to maintain temporary power during permanent service upgrade.

Project Number: 1915598
Project Name: SCRWTP Electrical Upgrades 18-7311-1
Owner: Collier County Water Distribution
Contract Amount: $499,597.00
Start Date: 04/10/2019 **Completion Date:** 11/12/2019
County Contact: Alicia Abbott **Phone:** (239) 252-5344
Scope of Work: Replace feeders for four (4) existing High Service Pumps and two (2) Transfer pumps. Relocating feeds from one service point to another service point to improve electrical reliability. Excavation and installation of 600 ft. concrete steel reinforced duct bank with four 5'x5'x5' traffic-rated manholes.

Project Number: 1513943
Project Name: NCWRF MCC10A Blower Building
Owner: Collier County Public Utilities
Contract Amount: $49,700.00
Start Date: 03/03/2016 **Completion Date:** 12/19/2016
County Contact: Peter Shalt **Phone:** (239) 252-5343
Scope of Work: Furnish and install portable generator power input at MCC10A; (1) SQD MCC modification with 1200A circuit breaker, (1) 1200A SS CamLok input cabinet. Independent breaker testing with report.

Year	Equipment Make and Model	Working Height	Equipment Location
2018	Pick-up Truck" Ford F-250 [U39]		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2016	Bobcat E26 Excavator with Hydraulic long arm and 18" bucket [Alleycat]		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2016	Bobcat E20 Compact Excavator with Hydraulic long arm and 12" bucket [Kitty]		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2003	"Bucket Truck" Ford F-650 with UTLN-46' Mirk aerial device [U25 Elbo]	Working Height 46 ft.	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2002	"Auger Truck" International Model 4800 (SR485) with Pitman Model P60H-4T Driller Derrick and Material Handler [U21 Polecat]	Working Height 60ft.	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1999	"Bucket Truck" International Navistar 4700 Chassis With Elliott Hi-Reach Model ECG-4-85 [U12 Brutus]	Working Height 90ft.	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2001	"Dump Truck" Ford F-650 with Flatbed & Hoist [U20]		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2006	"Utility Truck" Ford F-250 with Reading [U30]		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2013	"Pick-up Truck" Ford F-350 4x4 [U36]		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2007	"Pick-up Truck" Ford F-350 4x4 [U31]		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2007	"Pick-up Truck" Ford F-150 [U32]		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2002	40KW Trailer-Mounted Generator Coleman Model CJ4D Super Quiet-Pac	PORTABLE GENERATOR	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2002	105KW Trailer-Mounted Generator Coleman Model CJ6T Super Quiet-Pac	PORTABLE GENERATOR	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2006	20 KW Trailer -Mounted Generator Wacker Model G25	PORTABLE GENERATOR	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2006	20 KW Skid-Mounted Generator Wacker Model G25	PORTABLE GENERATOR	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2006	20 KW Skid-Mounted Generator Wacker Model G25	PORTABLE GENERATOR	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2004	250 KW Trailer-Mounted Generator Cummins 855/ 6 cylnd	PORTABLE GENERATOR	Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2005	Caterpillar 420D Backhoe Loader		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2002	Bobcat Model 864 Skid Steer Track-Loader with 90" Dozer Blade and Auger Model 30		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1996	Bobcat Model 863 All wheel Drive Skid Steer Track-Loader w/Backhoe attachment 811		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135

Year	Equipment Make and Model	Working Height	Equipment Location
1998	Ditch Witch Trencher Model 7610 with Backhoe		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1999	"Arrow Board" Wanco Model WTSP75-LSAC self contained trailer - Solar Powered		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2015	Air Compressor –Sullivan Air Model D185PDZ with 90 Lb. Air Hammer		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2002	Target Street Saw Port-a-cut IV Model 20H		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1999	Edco Street Saw Model SS18		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1999	Lo-Loader Portable Patch Kettle Model 30 Gal. - Insulated K05350 transported in Wells Cargo trailer		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1994	Eagar Beaver 10HDB 10Ton Trailer		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1988	Wells Cargo Trailer Model TW-142		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1996	Fairbank Trailer Model #41-3132 1-16072		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2001	Trailer Model 0 Rock HMDE		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1996	Triple Crown Flat bed Trailer		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
1996	Triple Crown Tri-Axle Trailer Model Flat Bed Trailer		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135
2000	Trailer Model 0 Rock HMDE		Simmonds Electrical of Naples, Inc. 8941 Quality Road Bonita Springs FL 34135

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 22-8056 High/Medium Voltage Electrical Services 1413266 SRO MV

Reference Questionnaire for: Simmonds Electrical of Naples, Inc.

(Name of Company Requesting Reference Information)
Cindy Simmons

(Name of Individuals Requesting Reference Information)

Name: Louis Gaudio
(Evaluator completing reference questionnaire)

Company: Quality Enterprises USA, Inc.
(Evaluator's Company completing reference)

Email: lgaudio@qeusa.com FAX: Telephone: 239-435-7200

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: SRO Medium Voltage Cable Replacement

Completion Date: 10/02/2015

Project Budget: 1,550,000.00

Project Number of Days: 353

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Abiltity to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 22-8056 High/Medium Voltage Electrical Services

Reference Questionnaire for: Simmonds Electrical of Naples, Inc.
(Name of Company Requesting Reference Information)

Cindy Simmons
(Name of Individuals Requesting Reference Information)

Name: Paul Benson
(Evaluator completing reference questionnaire)

Company: EBL Partners
(Evaluator's Company completing reference)

Email: pbenson@eblpartners.com FAX: Telephone: 239-431-5003

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: CC Jail Generator Bldg J1/J2 **Completion Date:** 10/08/2021

Project Budget: $439,347.60 Project Number of Days: 331

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Abiltity to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
	TOTAL SCORE OF ALL ITEMS	100

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: 22-8056 High/Medium Voltage Electrical Services

Reference Questionnaire for: Simmonds Electrical of Naples, Inc.

(Name of Company Requesting Reference Information)
Cindy Simmons

(Name of Individuals Requesting Reference Information)

Name: John McCormick
(Evaluator completing reference questionnaire)

Company: Collier County Facilities Management
(Evaluator's Company completing reference)

Email: John.McCormick@colliercountyfl.gov FAX:

Telephone: 239-252-8247

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: CC Medium Voltage Switching Plan with SQD

Completion Date: 01/31/2021

Project Budget: $21,719.12

Project Number of Days: 102 days

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Abiltity to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100

Simmonds Electrical of Naples, Inc.

Evaluation Criteria No. 4: Recent, Current and Projected Workloads of the Firm

Our current work in progress average is $1.75M. Following is a listing of the recent, current and projected workloads for Simmonds Electrical of Naples, Inc. Also listed are the current term contracts in effect with Collier County, Collier County School District, the City of Naples and Lee County.

Work in Progress schedule

Simmonds Electrical of Naples, Inc.

8/21/2023

8941 Quality Rd

Bonita Springs, FL 34135-7000

BOND	PROJECT NUMBER AND DESCRIPTION	Contract Price (Including Change orders)	Billed To Date (Including retainages)	Costs To Date (Including sub retainages)	Revised Estimated cost to complete	Revised Total Est. Cost of Project	% Complete	Total Est Gross Profit (loss revised)	Estimated Gross Profit Earned to date	Start date	Estimated Completion Date
	Collier County Term Contract 18-7311 & 19-7527										
*	2216216 CC Water Dist 19-7527 TWF 6 & 11 Gen Replc	$ 566,461.75	$ 115,790.38	$ 24,040.61	$ 446,729.79	$ 470,770.40	20.44%	$ 95,691.35	$ 19,560.26	6/1/2022	1/19/2023
	2316409R CCPR Sugden Lighting Repairs	$ 3,729.77	$ -	$ -	$ 2,649.67	$ 2,649.67	0.00%	$ 1,080.10	$ -	6/2/2023	9/1/2023
	2316418RR CC Airport Auth Marco Island Windsock and REIL Light	$ 3,431.91	$ -	$ -	$ 2,137.00	$ 2,137.00	0.00%	$ 1,294.91	$ -	3/17/2023	12/31/2023
	2316426 Immok CRA Pole 7 SR 29 & New Market Rd	$ 25,383.64	$ 3,792.04	$ 17,468.50	$ 2,930.00	$ 20,398.50	14.94%	$ 4,985.14	$ 744.73	2/24/2023	1/15/2024
	2316442 CCFM PG1 Temp Bypass Main Campus	$ 188,694.65	$ -	$ -	$ 127,211.50	$ 127,211.50	0.00%	$ 61,483.15	$ -	7/10/2023	3/31/2024
	2316482 CCPR GG Comm Ctr Skate Park & BMX LED Upgrades	$ 31,415.46	$ 20,522.20	$ 18,038.42	$ 7,131.83	$ 25,170.25	65.33%	$ 6,245.21	$ 4,079.69	6/21/2023	1/5/2024
	2316489 CCPR ENCP Soccer Lighting Maint	$ 15,591.20	$ -	$ 1,496.22	$ 11,023.78	$ 12,520.00	0.00%	$ 3,071.20	$ -	5/30/2023	12/31/2023
	2316509 CCFM Bldg L Annex Power Consumption Analysis	$ 4,461.78	$ -	$ -	$ 3,012.00	$ 3,012.00	0.00%	$ 1,449.78	$ -	6/27/2023	1/31/2024
	2316516 CCFM Sugden Park UG Electrical Repairs	$ 52,768.92	$ -	$ 17,816.38	$ 18,854.12	$ 36,670.50	0.00%	$ 16,098.42	$ -	7/12/2023	1/15/2024
	2316520 CCFM Bldg K & W Voltage Monitoring	$ 2,381.78	$ -	$ -	$ 1,764.00	$ 1,764.00	0.00%	$ 617.78	$ -	7/17/2023	11/30/2023
	2316525RR Ops & Vet Svc Gordon River Boardwalk Pole 53 thru Pole 68 Repair	$ 81,511.92	$ -	$ -	$ 63,252.50	$ 63,252.50	0.00%	$ 18,259.42	$ -	8/17/2023	1/31/2024
	2316526 CCGM Transportation Bldg Power Study	$ 2,381.78	$ -	$ -	$ 1,764.00	$ 1,764.00	0.00%	$ 617.78	$ -	7/28/2023	12/31/2023
	2316528 CC Airport Marco Airport Balcony Sign Relocate Ckt	$ 1,741.90	$ -	$ 115.76	$ 1,164.74	$ 1,280.50	0.00%	$ 461.40	$ -	7/27/2023	12/15/2023
	2316530 CC Airport Immokalee Airport Storage Hangar Power Station Install	$ 1,585.42	$ -	$ -	$ 1,022.50	$ 1,022.50	0.00%	$ 562.92	$ -	7/31/2023	11/1/2023
	2316532R CC Road & Bridge Pwr for Portable Offices	$ 11,817.81	$ -	$ 161.64	$ 8,533.16	$ 8,694.80	0.00%	$ 3,123.01	$ -	8/9/2023	12/31/2023
	2316533 CCGM 951 & US 41E Tblsht Fountain	$ 2,462.53	$ -	$ 86.82	$ 1,486.18	$ 1,573.00	0.00%	$ 889.53	$ -	8/7/2023	10/5/2023
	2316540 CCGM Livingtson Rd & Golden Gate Pkwy Tblsht Fountain	$ 578.85	$ -	$ -	$ 362.00	$ 362.00	0.00%	$ 216.85	$ -	8/7/2023	10/15/2023
	2316541 CCGM Controller 46 Pine Ridge Rd Repairs	$ 14,761.38	$ -	$ 1,544.38	$ 8,707.69	$ 10,252.07	0.00%	$ 4,509.31	$ -	8/7/2023	1/31/2024
	2316549R CCGM Gordon River Boardwalk Pole 69 thru Pole 97 Repair	$ 117,093.75	$ -	$ -	$ 89,649.84	$ 89,649.84	0.00%	$ 27,443.91	$ -	8/17/2023	2/28/2024
	2316550 CCPR Tony Rosbough Ball Field Lighting Maintenance	$ 3,124.13	$ -	$ -	$ 2,509.00	$ 2,509.00	0.00%	$ 615.13	$ -	8/18/2023	11/30/2023
	2316551 CCPR Imm Sports Cmplx Soccer Tblsht & Light Maint	$ 4,335.85	$ -	$ -	$ 3,214.00	$ 3,214.00	0.00%	$ 1,121.85	$ -	8/18/2023	11/30/2023
	2316552 CCFM Bldg J1 Install New Fans	$ 19,507.24	$ -	$ -	$ 11,803.50	$ 11,803.50	0.00%	$ 7,703.74	$ -	8/16/2023	1/31/2024
	District School Board of Collier CountyTerm Contract 21-141										
	Lee County Master Annual Term Contract										
	2216281 Lee Cty DOT Palm Beach Blvd Raise Street Light Pole	$ 13,982.73	$ -	$ 382.58	$ 9,546.42	$ 9,929.00	0.00%	$ 4,053.73	$ -	8/9/2022	9/15/2023
	Commercial and Residential Project										
	2216283RRR Vetted Security Cape Coral PD Elec for LPR	$ 15,248.28	$ -	$ 1,833.97	$ 8,980.04	$ 10,814.01	0.00%	$ 4,434.27	$ -	8/9/2023	10/30/2023
	2216356 Capital Const CC Tax Collect Marco Hurr Ian Emerg Repairs	$ 12,328.38	$ -	$ 94.88	$ 11,990.12	$ 12,085.00	0.00%	$ 243.38	$ -	10/17/2022	11/1/2023
	2216363 Capital Const Caxambas Bait Shop Hurr Ian Emerg Repairs	$ 23,954.08	$ 8,383.93	$ 2,284.89	$ 20,700.11	$ 22,985.00	35.00%	$ 969.08	$ 339.18	10/17/2022	2/28/2024
	2216385R Ameresco CC Main Campus EGen & Sub Mtr Integration	$ 23,952.59	$ -	$ 8,842.91	$ 6,964.59	$ 15,807.50	0.00%	$ 8,145.09	$ -	6/20/2023	12/31/2023
	2216386 Gulf Breeze Cielo Gen Replacement	$ 38,710.73	$ 11,613.22	$ 7,549.89	$ 20,610.11	$ 28,160.00	30.00%	$ 10,550.73	$ 3,165.22	1/19/2023	3/1/2024
	2316411 Gulf Breeze Cielo Temp Bypass for Generator	$ 12,999.16	$ 11,699.24	$ 2,043.34	$ 6,801.16	$ 8,844.50	90.00%	$ 4,154.66	$ 3,739.19	2/23/2023	3/1/2024
	2316484R Latavish Arch CCSO Bldg J1, J2, J3, PG1 Ckt Map & Pwr Study	$ 247,980.23	$ -	$ -	$ 244,052.62	$ 244,052.62	0.00%	$ 3,927.61	$ -	8/9/2023	4/15/2024
*	2316498R R2T CC Water Dist 21-7938 MPS 302 Site Improv	$ 264,880.48	$ 9,571.37	$ 11,365.44	$ 230,072.42	$ 241,437.86	3.61%	$ 23,442.62	$ 847.09	6/15/2023	6/30/2024
	2316512 Interop Tech UPS Relocation	$ 9,347.45	$ -	$ -	$ 6,643.75	$ 6,643.75	0.00%	$ 2,703.70	$ -	6/21/2023	12/31/2023
	Total Active Projects	**$ 1,818,607.53**	**$ 181,372.38**	**$ 115,166.63**	**$1,383,274.14**	**$ 1,498,440.77**	**7.69%**	**$ 320,166.76**	**$ 32,475.36**		
	Current Term Contracts for Service Estimated Totals (Engineer's Estimate)										
1	Collier County Electrical Contractor On Call Maintenance & Repairs 18-7311 3yrs + 1- 2yr renewals exp 9/24/2023	$ 1,500,000.00									
2	Collier County Electrical Contractors Maintenance & Repairs 23-8074 3yrs + 2-1yr renwals. Begins 10/1/23 exp 9/24/2026	$ 1,500,000.00									
3	Collier County Electrical Contractor with Public Utilities Specialization 19-7527 3yrs + 2- 1yr renewals exp 9/09/2023	$ 1,000,000.00									
4	District School Board of Collier Co Electrical repair services Contract 21-141 1 yr + 3 renewals exp 6/30/2024	$ 100,000.00									
5	City of Naples Annual Electrical Services Contract 19-028 3yrs +2- 1yr renewals exp 6/30/2022	$ 100,000.00									
6	Lee County Electrical Services Master Annual Contract 1 yr + 3-1yr renewals exp 2/1/2024	$ 75,000.00									
	Total Active Term Contracts	**$ 4,275,000.00**									

Collier County
Procurement Services Division

Vendor Check List

IMPORTANT: **Please review carefully and submit with your Proposal/Bid. All applicable documents shall be submitted electronically through BidSync. Vendor should checkoff each of the following items. Failure to provide the applicable documents may deem you non-responsive/non-responsible.**

☒ General Bid Instructions has been acknowledged and accepted.

☒ Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.

☒ Form 1: Vendor Declaration Statement

☒ Form 2: Conflict of Interest Certification

☒ Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - http://dos.myflorida.com/sunbiz/ should be attached with your submittal.

☒ Vendor **MUST** be enrolled in the E-Verify - https://www.e-verify.gov/ at the time of submission of the proposal/bid.

☒ Form 3: Immigration Affidavit Certification **MUST** be signed and attached with your submittal.

☒ E-Verify Memorandum of Understanding or Company Profile page should be attached with your submittal.

☒ Form 4: Reference Questionnaire form must be utilized for each requested reference and included with your submittal, if applicable to the solicitation.

☒ Form 5: Grant Provisions and Assurances package in its entirety, **if applicable**, are executed and should be included with your submittal.

☒ Vendor W-9 Form.

☒ Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommend Award.

☒ The Bid Schedule has been completed and attached with your submittal, applicable to bids.- N/A

☒ Copies of all requested licenses and/or certifications to complete the requirements of the project.

☒ All addenda have been signed and attached.

☒ County's IT Technical Architecture Requirements has been acknowledged and accepted, if applicable. - N/A

☒ Any and all supplemental requirements and terms has been acknowledged and accepted, if applicable.

Collier County

Procurement Services Division

Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 22 day of August, 2023 in the County of Lee, in the State of Florida.

Firm's Legal Name:	Simmonds Electrical of Naples, Inc.
Address:	8941 Quality Road
City, State, Zip Code:	Bonita Springs, FL 34135
Florida Certificate of Authority Document Number	P11000102120
Federal Tax Identification Number	37-1654907
*CCR # or CAGE Code *Only if Grant Funded	5STU0
Telephone:	239-643-2770
Email:	Cindy@simmondselectricalofnaples.com
Signature by: (Typed and written)	Noe Alvarado
Title:	Noe Alvarado, President

Additional Contact Information

Send payments to: (required if different from above)	Simmonds Electrical of Naples, Inc.
	Company name used as payee
Contact name:	Cindy Simmons
Title:	Controller
Address:	8941 Quality Road
City, State, ZIP	Bonita Springs, FL 34135
Telephone:	239-643-2770
Email:	Cindy@simmondselectricalofnaples.com
Office servicing Collier County to place orders (required if different from above)	Simmonds Electrical of Naples, Inc.
Contact name:	Cindy Simmons
Title:	Controller
Address:	8941 Quality Road
City, State, ZIP	Bonita Springs, FL 34135
Telephone:	239-643-2770
Email:	Cindy@simmondselectricalofnaples.com

Collier County

Procurement Services Division

Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Simmonds Electrical of Naples, Inc.

Company Name

Noe Alvarado

Signature

Noe Alvarado, President

Print Name and Title

State of Florida

County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of August (month), 2023 (year), by Noe Alvarado (name of person acknowledging).

Cindy M Simmons

(Signature of Notary Public)

Cindy M Simmons

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

Notary Public State of Florida
Cindy M Simmons
My Commission HH 002884
Expires 05/21/2024

Collier County

Procurement Services Division

Form 3: Immigration Affidavit Certification

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (https://www.e-verify.gov/), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.*

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Simmonds Electrical of Naples, Inc.
Company Name

Noe Alvarado
Signature

Noe Alvarado, President
Print Name and Title

State of Florida

County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of August (month), 2023 (year), by Noe Alvarado (name of person acknowledging).

Cindy M Simmons
(Signature of Notary Public)

Cindy M Simmons
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

Notary Public State of Florida
Cindy M Simmons
My Commission HH 002884
Expires 05/21/2024

*SEE SECTION 3: EXPERIENCE AND CAPACITY OF THE FIRM

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation:

Reference Questionnaire for:

(Name of Company Requesting Reference Information)

(Name of Individuals Requesting Reference Information)

Name:
(Evaluator completing reference questionnaire)

Company:
(Evaluator's Company completing reference)

Email: FAX: Telephone:

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Abiltity to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Simmonds Electrical of Naples, Inc.

Date 08/22/2023

Authorized Signature 

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Simmonds Electrical of Naples, Inc.

By: 

Signature

Noe Alvarado, President

Name and Title

8941 Quality Road

Street Address

Bonita Springs, FL 34135

City, State, Zip

1129598103

UEI Unique Entity Identifier (for SAM.gov verification)

08/22/2023

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Simmonds Electrical of Naples, Inc.	37-1654907	

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?			IS THE ACTIVITY OF THIS CONTRACT...		
	VETERAN	Y N			
	DBE?	Y N			
	MBE?	Y N	CONSTRUCTION ?	[Y]	N
	WBE?	Y N	CONSULTATION?	Y	N
	SDB 8A?	Y N	OTHER?	Y	N
IS THIS SUBMISSION A REVISION?		Y [N]	IF YES, REVISION NUMBER_____		

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Noe Alvarado	08/22/2023	President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
cindy@simmondselectricalofnaples.com	239-643-2770	239-643-6873

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

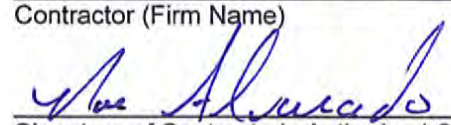
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Simmonds Electrical of Naples, Inc.
Contractor (Firm Name)


Signature of Contractor's Authorized Official

Noe Alvarado, President
Name and Title of Contractor's Authorized Official

08/22/2023
Date

INSURANCE AND BONDING REQUIREMENTS

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$_1,000,000__** single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$_2,000,000__**single limit per occurrence, $3,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$_1,000,000_** Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. ☒ Other insurance as noted:	☐ Watercraft **$** _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. **$** _____ Per Occurrence ☐ Pollution **$** _____ Per Occurrence ☒ Professional Liability **$ _1,000,000__** Per claim & in the aggregate ☐ Project Professional Liability **$**_____ Per Occurrence ☐ Valuable Papers Insurance **$**_____ Per Occurrence ☐ Cyber Liability **$**_____ Per Occurrence ☐ Technology Errors & Omissions **$**_____ Per Occurrence
7. ☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

8. ☐ Performance and Payment Bonds

For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of County Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG – 2/7/2023; Revised on 7/3/2023 - GG

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation. The insurance submitted must provide coverage for a minimum of six (6) months from the date of award.

Accepted (na) 08/22/2023

Client#: 68749 SIMEL1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lana James
Acrisure dba Gulfshore Ins SWF 4100 Goodlette Road N Naples, FL 34103 239 261-3646	PHONE (A/C, No, Ext): 239 261-3646 FAX (A/C, No): 239 213-2803 E-MAIL ADDRESS: ljames@gulfshoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Ins Co.	32506
INSURER B : National Trust Insurance Company	20141
INSURER C : FCCI Insurance Company	10178
INSURER D : Travelers Casualty & Surety Co of Ameri	31194
INSURER E :	
INSURER F :	

INSURED
Simmonds Electrical of Naples, Inc.
8941 Quality Road Unit #1
Bonita Springs, FL 34135

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	GL1000484075	06/30/2023	06/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		CA10000257508	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			UMB10001477007	06/30/2023	06/30/2024	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC010006810403	06/30/2023	06/30/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Commercial Crime			106313869	06/30/2023	06/30/2024	Empl. Dishonesty/Theft $500k Limit/$2,500 Ded.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Any/All Work Performed on behalf of Collier County (2316544 CC 22-8056 Pub Util High_Med Volt Elec Svc) Certificate Holder is included as Additional Insured with respects to General Liability only as required by written contract with ongoing and completed operations per form CGL084 1013 on a primary non contributory basis and Waiver of Subrogation per form CGL088 0115. Additional Insured in regards to Auto Liability only as required by written contract per form CAU003FL 0519. Waiver of Subrogation in regards to (See Attached Descriptions)

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail East
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Liggett Nagaj

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DESCRIPTIONS (Continued from Page 1)

Workers Compensation only as required by written contract per form WC000313 0484. 30 Day NOC except 10 Days for Non Payment applies. Umbrella follows form in regards to General Liability, Commercial Auto and Employers Liability.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Simmonds Electrical of Naples, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8941 Quality Road

Requester's name and address (optional)

6 City, state, and ZIP code

Bonita Springs, FL 34135

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

3	7	–	1	6	5	4	9	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► Cindy Simmons | **Date** ► 08/22/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum 1

Date: August 22, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1: 22-8056 High-Medium Voltage Electrical Services

The following changes are made to the above-mentioned Collier County solicitation:

Change 1. Updated Terms & Conditions
Please see the updated **PO Terms and Conditions Rev3.pdf** document
Removed: ~~**PO Terms and Conditions_12182013.pdf**~~ document

Change 2. The bid due date and Q & A deadline have been extended as follows:

BID OPENING DAY/DATE/TIME:
~~TUESDAY, AUGUST 22, 2023. AT 3:00 PM EST~~ TUESDAY, SEPTEMBER 5, 2023, AT 3:00 PM EST

QUESTION & ANSWER DEADLINE:
~~TUESDAY, AUGUST 15, 2023, AT 5:00 PM EST~~ TUESDAY, AUGUST 29, 2023, AT 5:00 PM EST

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above-referenced solicitation.

Noe Alvarado — Noe Alvarado, President — 08/24/2023
(Signature) — Date

Simmonds Electrical of Naples, Inc.
(Name of Firm)

Detail by Entity Name

Florida Profit Corporation
SIMMONDS ELECTRICAL OF NAPLES INC.

Filing Information

Document Number	P11000102120
FEI/EIN Number	37-1654907
Date Filed	11/29/2011
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/19/2021
Event Effective Date	NONE

Principal Address

8941 Quality Road,
Bonita Springs, FL 34135-7000

Changed: 02/25/2021

Mailing Address

8941 Quality Road,
Bonita Springs, FL 34135-7000

Changed: 02/25/2021

Registered Agent Name & Address

Simmons, Cindy
8941 Quality Rd
Bonia Springs, FL 34135-7000

Name Changed: 06/16/2022

Address Changed: 02/25/2021

Officer/Director Detail

Name & Address

Title P

ALVARADO, NOE
8941 QUALITY RD
BONITA SPRINGS, FL 34135-7000

Title ST

SIMMONS, CINDY
140 MENTOR DRIVE
NAPLES, FL 34110

Annual Reports

Report Year	Filed Date
2021	02/25/2021
2022	06/16/2022
2023	01/27/2023

Document Images

01/27/2023 -- ANNUAL REPORT	View image in PDF format
06/16/2022 -- ANNUAL REPORT	View image in PDF format
07/19/2021 -- Amendment	View image in PDF format
02/25/2021 -- ANNUAL REPORT	View image in PDF format
04/24/2020 -- ANNUAL REPORT	View image in PDF format
02/20/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- Amendment	View image in PDF format
01/15/2015 -- ANNUAL REPORT	View image in PDF format
07/07/2014 -- Amendment	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
11/29/2011 -- Domestic Profit	View image in PDF format

Solicitation 22-8056

High/Medium Voltage Electrical Services

Solicitation Designation: Public

Collier County

Collier County
Procurement Services Division

Vendor Check List

IMPORTANT: Please review carefully and submit with your Proposal/Bid. All applicable documents shall be submitted electronically through BidSync. Vendor should checkoff each of the following items. Failure to provide the applicable documents may deem you non-responsive/non-responsible.

- [x] General Bid Instructions has been acknowledged and accepted.
- [x] Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.
- [x] Form 1: Vendor Declaration Statement
- [x] Form 2: Conflict of Interest Certification
- [x] Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - http://dos.myflorida.com/sunbiz/ should be attached with your submittal.
- [x] Vendor **MUST** be enrolled in the E-Verify - https://www.e-verify.gov/ at the time of submission of the proposal/bid.
- [x] Form 3: Immigration Affidavit Certification **MUST** be signed and attached with your submittal.
- [x] E-Verify Memorandum of Understanding or Company Profile page should be attached with your submittal.
- [x] Form 4: Reference Questionnaire form must be utilized for each requested reference and included with your submittal, if applicable to the solicitation.
- [ ] Form 5: Grant Provisions and Assurances package in its entirety, **if applicable**, are executed and should be included with your submittal.
- [x] Vendor W-9 Form.
- [x] Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommend Award.
- [x] The Bid Schedule has been completed and attached with your submittal, applicable to bids.
- [x] Copies of all requested licenses and/or certifications to complete the requirements of the project.
- [x] All addenda have been signed and attached.
- [x] County's IT Technical Architecture Requirements has been acknowledged and accepted, if applicable.
- [x] Any and all supplemental requirements and terms has been acknowledged and accepted, if applicable.

Additional Contact Information

Send payments to: (required if different from above)
Company name used as payee: MP Predictive Technologies INC.
Contact name: Albani Pereira
Title: Business Development Manager.
Address: 9187 Boggy Creek Rd Ste 1
City, State, ZIP: Orlando, FL 32824
Telephone: (904) 707-7510
(407) 286-0278
Email: apereira@mpp-technologies.com

Office servicing Collier County to place orders (required if different from above)
Contact name:
Title:
Address:
City, State, ZIP:
Telephone:
Email:

Collier County
Procurement Services Division

Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:
1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

MP Predictive Technologies
Company Name

Signature

Albani Pereira
Print Name and Title

Business Development Manager.

State of florida

County of Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21st day of August (month), 2023 (year), by Albani Daniela Marquez (name of person acknowledging).

Valissia J.
(Signature of Notary Public)

Valissia Thomas
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

florida drivers license
Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA
VALISSIA THOMAS
MY COMMISSION # HH 426152
EXPIRES: July 26, 2027

Collier County
Procurement Services Division

Form 3: Immigration Affidavit Certification

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (https://www.e-verify.gov/), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.*

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

MP Predictive Technologies
Company Name

Signature

Albani Pereira
Print Name and Title

Business Development manager.

State of Florida

County of Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21st day of August (month), 2023 (year), by Albani Daniela manaure (name of person acknowledging).

Valissa Thomas
(Signature of Notary Public)

Valissia thomas
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Florida Drivers license
Type of Identification Produced

VALISSIA THOMAS
MY COMMISSION # HH 426152
EXPIRES: July 26, 2027

FORM 5

IF APPLICABLE

GRANT PROVISIONS AND ASSURANCES FORMS ARE PROVIDED IN A SEPARATE PACKAGE AND MUST BE COMPLETED AND EXECUTED IN ITS ENTIRTY AND RETURNED WITH THE SUBMISSION OF THE BID/PROPOSAL.

FAILURE TO DO SO MAY DEEM YOU NON-RESPONSIVE.



CONFIRM ALL REQUIRED LICENSES AND FORMS ARE COMPLETED AND EXECUTED IN ITS ENTIRTY AND RETURNED WITH THE SUBMISSION OF THE BID/PROPOSAL.

FAILURE TO DO SO MAY DEEM YOU NON-RESPONSIVE.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name MP Predictive Technologies Inc.

Date 8/17/23

Authorized Signature

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR
MP Predictive Technologies Inc.

By: _____
Signature

Albani Pereira Business Development manager.
Name and Title

9187 Boggy Creek Rd Ste 1
Street Address

Orlando, FL 32824
City, State, Zip

MVM4ER9AAV11
UEI Unique Entity Identifier (for SAM.gov verification)

8/17/23
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		IS THE ACTIVITY OF THIS CONTRACT...	
	VETERAN Y N	CONSTRUCTION ?	Y N
	DBE? Y N	CONSULTATION?	Y N
	MBE? Y N	OTHER?	Y N
	WBE? Y N		
	SDB 8A? Y N		
IS THIS SUBMISSION A REVISION?	Y N	IF YES, REVISION NUMBER_____	

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

MP Predictive Technologies Inc.
Contractor (Firm Name)

Signature of Contractor's Authorized Official

Albani Pereira Business Development Manager.
Name and Title of Contractor's Authorized Official

8/17/23
Date

MULTI-CONTRACTOR AWARD AGREEMENT

#_____

for

_____

THIS AGREEMENT, made and entered into on this _____ day of _____ 20___, by and between_____, authorized to do business in the State of Florida, whose business address is _____ , (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County" or "Owner"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a _____ (____) year period, commencing ☐ upon the date of Board approval; or ☐ on _____ , and terminating _____ (_____) year(s) from that date or until all outstanding ☐ Purchase Order(s) ☐ Work Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

   The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for (____) additional _____ (_____) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

   The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES**. The Contractor shall commence the work upon issuance of a ☐Purchase Order ☐Notice to Proceed.

3. **STATEMENT OF WORK**. The Contractor shall provide services in accordance with the terms and conditions of ☐ Request for Proposal (RFP) ☐ Invitation to Bid (ITB) ☐ Other:_____ (_____) # _____, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement. ☐ The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.

   3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

3.3 ☐ The procedure for obtaining Work under this Agreement is outlined in **Exhibit A – Scope of Services** attached hereto.

☐ The procedure for obtaining Work under this Agreement is outlined in ☐ Other Exhibit/Attachment: _____.

3.4 ☐ The County reserves the right to specify in each Request for Quotations: the period of completion; collection of liquidated damages in the event of late completion; and the Price Methodology selected in 4.1.

4. **THE AGREEMENT SUM**.

☐ The County shall pay the Contractor for the performance of this Agreement based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and pursuant to the Price Methodology in Section 4.1. ☐ Contractor's quoted prices shall be based on **Exhibit B- Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

☐ The County shall pay the Contractor for the performance of this Agreement an estimated maximum amount of _____($_____), per County fiscal year, based on Work performed pursuant to the quoted price offered by the Contractor in response to a specific Request for Quotations and the Price Methodology as defined in Section 4.1. ☐ Contractor's quoted prices shall be based on **Exhibit B- Fee Schedule**. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 **Price Methodology (as selected below):**

☐ **Lump Sum** (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

☐ **Time and Materials**: The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of

hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

☐ **Unit Price**: The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

4.5 ☐ **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.

Reimbursements shall be at the following rates:

Mileage	$0.44.5 per mile
Breakfast	$6.00
Lunch	$11.00
Dinner	$19.00
Airfare	Actual ticket cost limited to tourist or coach class fare
Rental car	Actual rental cost limited to compact or standard-size vehicles
Lodging	Actual cost of lodging at single occupancy rate with a cap of no more than $150.00 per night
Parking	Actual cost of parking
Taxi or Airport Limousine	Actual cost of either taxi or airport limousine

Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name: _____
Address: _____
_____

Authorized Agent: _____
Attention Name & Title: _____
Telephone: _____
E-Mail(s): _____

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

Board of County Commissioners for Collier County, Florida

Division Director: _____
Division Name: _____

Address: _____
_____

Administrative Agent/PM: _____
Telephone: _____
E-Mail(s): _____

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP**. Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

8. **PERMITS: LICENSES: TAXES**. In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be

procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

    In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.

12. **INSURANCE.** The Contractor shall provide insurance as follows:

    A. ☐ **Commercial General Liability:** Coverage shall have minimum limits of $_____ Per Occurrence, $_____ aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

    B. ☐ **Business Auto Liability:** Coverage shall have minimum limits of $_____ Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

C. ☐ **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of $_____ for each accident.

D. ☐ **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than $_____each claim and aggregate.

E. ☐ **Cyber Liability:** Coverage shall have minimum limits of $_____ per claim.

F. ☐ _____: Coverage shall have minimum limits of $_____per claim/occurrence.

G. ☐ _____: Coverage shall have minimum limits of $_____per claim/occurrence.

H. ☐ _____: Coverage shall have minimum limits of $_____per claim/occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an **"Additional Insured"** on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury,

property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the _____.

15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ☐ Exhibit A Scope of Services, ☐ Exhibit B Fee Schedule, ☐ RFP/ ☐ ITB/☐ Other _____ #_____, including Exhibits, Attachments and Addenda/Addendum, ☐ subsequent quotes and corresponding contract documents, ☐ Exhibit C-1 Public Payment Bond, ☐ Exhibit C-2 Public Performance Bond, ☐ Exhibit D - Release and Affidavit Form, ☐ Exhibit E – Form of Contract Application for Payment, ☐ Exhibit F - Change Order, ☐ Exhibit G - Certificate of Substantial Completion, ☐ Exhibit H -Certificate of Final Completion, ☐ Exhibit I - Warranty, and ☐ Other Exhibit/Attachment: _____.

17. **APPLICABILITY.** Sections corresponding to any checked box (■) expressly apply to the terms of this Agreement.

18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.

19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure

5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.

20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended, as well as the requirements set forth in Florida Statute, §448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.

22. ☐ **BONDS**.

A. When a construction project is in excess of $200,000, the Contractor(s) shall be required to provide Payment and Performance Bonds.

B. When required by Owner, the Contractor shall furnish a Performance and/or Payment Bond prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party(ies) providing labor and/or materials in connection with each construction or renovation project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "C-1" and Exhibit "C-2".

C. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Florida, terminates or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

23. ☐ **LIQUIDATED DAMAGES**. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the Owner. Contractor shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor.

The Work shall be substantially completed within the time specified in the Request for Quotation/Scope of Work. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall reach final completion and be ready for final acceptance by Owner within the time specified in the Request for Quotation/Scope of Work.

Owner and Contractor recognize that since time is of the essence for any work under this Agreement, Owner will suffer financial loss if the Work is not substantially completed within the time specified in the Request for Quotation. Should Contractor fail to substantially complete the Work within the specified time period, Owner shall be entitled to assess as liquidated damages, but not as a penalty, the amount specified in the Request for Quotation/Scope of Work for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially completed on the date the Owner issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

24. ☐ **PAYMENTS**. Generally, the Contractor will be paid upon completion; however, for Work in excess of thirty (30) days, the Contractor may request to receive Progress Payments. Subsequent to the first payment, Contractor must provide Owner with a fully executed Release and Affidavit in the form attached hereto as Exhibit "D" as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing, and in substantially the form attached hereto as Exhibit "E."

25. **PAYMENTS WITHHELD**. Owner may decline to approve any application for payment, or portions thereof, because of defective or incomplete work, outstanding punchlist items, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due to Contractor under this Agreement or any other Agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other Agreement between Contractor and Owner.

If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

26. **SUBMITTALS AND SUBSTITUTIONS**. Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.

27. ☐ **CONTRACT TIME AND TIME EXTENSIONS**.

A. Time is of the essence in the performance of any Work under this Agreement and Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and contractors.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

28. ☐ **CHANGES IN THE WORK**. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any modifications to this

Agreement shall be in compliance with the County's Procurement Ordinance and Procurement Procedures in effect at the time such modifications are authorized.

A Change Order in the form attached as Exhibit "F" to this Agreement, shall be issued and executed promptly after an Agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

29. ☐ **CLEAN UP**. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean.

30. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

31. ☐ **TESTS AND INSPECTIONS**. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

32. ☐ **PROTECTION OF WORK**.

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

33. **EMERGENCIES**. In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

34. ☐ **COMPLETION**. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Contractor shall notify Owner in writing that the entire Work (or such designated portion) is substantially complete and request that Owner issue a Certificate of Substantial Completion. Within a reasonable time thereafter, Owner and Contractor shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner does not consider the Work (or designated portion) substantially complete, the Owner shall notify Contractor in writing giving the reasons therefor.

If Owner considers the Work (or designated portion) substantially complete, Owner shall prepare and deliver to Contractor a Certificate of Substantial Completion, Exhibit G, which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment.

Owner shall have the right to exclude Contractor from the Work and Project site (or designated portions thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, Owner will make such inspection and, if Owner finds the Work acceptable and fully performed under the Contract Documents, Owner shall promptly issue a Certificate of Final Completion, Exhibit H, recommending that on the basis of Owner's observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Final payment shall not become due and payable until Contractor submits:

A. The Release and Affidavit in the form attached as Exhibit "D."
B. Consent of Surety (if applicable) to final payment.

C. If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipt, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.
D. The warranty in the form attached as Exhibit "I".

Owner reserves the right to inspect the Work and make an independent determination as to the acceptability of the Work. Unless and until the Owner is completely satisfied, the final payment shall not become due and payable.

35. ☐ **WARRANTY**. Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.

Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

36. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

37. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.

38. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for

approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

39. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

40. ☐ **KEY PERSONNEL**. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

☐ **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

41. ☐ **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.

☐ **ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.

42. **ASSIGNMENT**. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its

assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

43. **SECURITY**. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

    The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

44. ☐ **SAFETY**. All Contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

    Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____
(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
_____, Chairman

Contractor's Witnesses:

_____
Contractor's First Witness

_____
↑Type/print witness name↑

_____
Contractor's Second Witness

_____
↑Type/print witness name↑

_____
Contractor

By: _____
Signature

_____
↑Type/print signature and title↑

Approved as to Form and Legality:

_____
_____County Attorney

_____
Print Name

Exhibit A

Scope of Services

☐ following this page (pages ____ through ____)

☐ this exhibit is not applicable

Exhibit B

Fee Schedule

☐ following this page (pages ____ through ____)

☐ this exhibit is not applicable

Exhibit C-1

☐ this exhibit is not applicable

PUBLIC PAYMENT BOND

Bond No. _____
Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to _____ as Oblige in the sum of _____ ($_____) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____day of _____, 20___ with Oblige for _____ in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect sureties' obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.0592. In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ _____day of _____, 20___, the name of under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____

By: _____

Witnesses as to Principal

Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____ 20___, by _____ _____, as _____of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced __ _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature of Notary Public-State of Florida)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST:

SURETY:

_____
(Printed Name)

_____

_____

_____
(Business Address)

_____

_____
(Authorized Signature)

Witness as to Surety

_____
(Printed Name)

OR

_____ _____
As Attorney in Fact
(Attach Power of Attorney)

_____
Witnesses

_____

_____

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ of _____ 20___, by _____ _____, as _____of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced __ _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature of Notary Public-State of Florida)

Name: _____
(Legibly Printed)

_____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

☐ this exhibit is not applicable

EXHIBIT C-2
PUBLIC PERFORMANCE BOND

Bond No. _____
Contract No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____ _____, as Principal, and _____ _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound to _____ _____, as Oblige in the sum of _____ _____ ($ _____) for the payment whereof we bond ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Oblige for _____ _____ _____ in accordance with drawings and specifications, which contractor is incorporated by reference and made a pat hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract, and

2. Pays Oblige any and all losses, damages, costs and attorneys' fees that Oblige sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Oblige; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alternations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penal sum of this Performance bond regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20___, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of :

PRINCIPAL:

_____

_____

_____
Witnesses as to Principal

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ of _____ 20___, by _____ _____, as _____of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced __ _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature of Notary Public-State of Florida)

Name: _____

_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST:

SURETY:

_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
Witness as to Surety

_____
(Printed Name)

OR

_____
_____
As Attorney in Fact
(Attach Power of Attorney)

Witnesses

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ of _____ 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature of Notary Public-State of Florida)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

☐ this exhibit is not applicable

EXHIBIT D
RELEASE AND AFFIDAVIT FORM

COUNTY OF (_____)
STATE OF (_____)

Before me, the undersigned authority, personally appeared _____ who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and it's subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

_____

BY: _____

ITS: _____

DATE: _____

[Corporate Seal]

_____
Witness

_____
Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____ 20___, by _____, as ___ _____of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature of Notary Public-State of Florida)

NAME: _____
(Legibly Printed)

Notary Public, State of _____

(AFFIX OFFICIAL SEAL)

Commissioner No.: _____

☐ this exhibit is not applicable

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

_____(County Project Manager) Bid No.
_____ (County Department) Project No.
_____
Collier County Board of County Commissioners (the OWNER) or
Collier County Water-Sewer District (the OWNER) Application Date
_____

FROM: _____(Contractor's Representative) Payment Application No.
_____
_____ (Contractor's Name) for Work accomplished
through the Date:
_____ (Contractor's Address)
_____

RE:
_____(Proj
ect Name)

Original Contract Time: _____ Original Contract Amount:
$ _____
Revised Contract Time: _____ Total Change Orders to
Date $ _____

Revised Contract Amount $
_____

Total value of Work Completed
Retainage @ 10% thru [insert date] $ _____ and stored to Date
$ _____
Retainage @ __% after [insert date] $ _____ Less previous payment (s)
$ _____
Percent Work completed to Date: _____% AMOUNT DUE THIS
Percent Contract Time completed to Date _____% APPLICATION:
$ _____

Liquidated Damages to be Accrued $_____

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION

CONTRACTOR'S CERTIFICATION: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; (4) and CONTRACTOR agrees that all overruns as shown on the monthly estimate summary shall, in fact, be added to the revised contract and shall be incorporated into a future Change Order:

By CONTRACTOR: _____ (Contractor's Name)
_____ (Signature)
DATE:_____
_____ (Type Name & Title)
(shall be signed by a duly authorized representative of CONTRACTOR)

Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended:

By Design Professional : _____ (DP's Name)
_____ (Signature)
DATE: _____
_____ (Type Name & Title)

Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is approved:

By OWNER'S Project Manager: _____ (Signature) DATE: _____

_____ (Type Name and Title)

☐ this exhibit is not applicable

EXHIBIT F
CHANGE ORDER

☐ Contract Modification ☐ Work Order Modification

Contract #: Change #: Purchase Order #: Project #:

Contractor/Firm Name: Project Name:

Project Manager Name: Department:

Original Contract/Work Order Amount			Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount			Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount			SAP Contract Expiration Date (Master)
Dollar Amount of this Change		#DIV/0!	Total Change from Original Amount
Revised Contract/Work Order Total	$ 0.00	#DIV/0!	Change from Current BCC Approved Amount
Cumulative Changes	$ 0.00	#DIV/0!	Change from Current Amount

Completion Date, Description of the Task(s) Change, and Rationale for the Change

Notice to Proceed Date | Original Completion Date | Last Approved Date | Revised Date (Includes this change)

# of Days Added (see below) | Select Tasks ☐ Add new task(s) ☐ Delete task(s) ☐ Change task(s) ☐ Other

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

Prepared by: _____ Date: _____
(Project Manager Name and Division)

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted by: _____ Date: _____
(Contractor / Vendor / Consultant / Design Professional and Name of Firm, if project applicable)

Approved by: _____ Date: _____
(Design Professional and Name of Firm, if project applicable)

Approved by: _____ Date: _____
(Procurement Professional

☐ this exhibit is not applicable

EXHIBIT G

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ ENGINEER'S Project No. _____

PROJECT: _____

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

_____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

_____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the contract documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

_____

_____

CONTRACT OR:

_____

_____

_____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20__

_____
Design Professional

By:_____
Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__

_____
CONTRACTOR

By:_____
Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20__

_____
OWNER

By:_____
Type Name and Title

☐ this exhibit is not applicable

EXHIBIT H

CERTIFICATE OF FINAL COMPLETION

OWNER'S Project No. _____ ENGINEER'S Project No. _____
PROJECT: _____

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Final completion applies to all Work under the Contract documents.

To _____
OWNER

And
To _____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

_____
DATE OF FINAL COMPLETION

The warranty in Exhibit I is attached to and made a part of this Certificate:

Executed by Design Professional on _____, 20__

_____
Design Professional

By:_____
Type Name and Title

CONTRACTOR accepts this Certificate of Final Completion on _____, 20__

_____
CONTRACTOR

By:_____
Type Name and Title

OWNER accepts this Certificate of Final Completion on _____, 20__

_____
OWNER

By:_____
Type Name and Title

☐ this exhibit is not applicable

EXHIBIT I

WARRANTY

In consideration of ten dollars, ($10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

_____

Date of Final Completion:

_____

Name and Address of CONTRACTOR:

_____

_____

_____

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF FINAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes,* Chapter 95, *et seq*.

DATE: _____

_____

CONTRACTOR

BY: _____

Attest: _____

Other Exhibit/Attachment

Description: _____

☐ following this page (pages ____ through ___)

☐ this exhibit is not applicable

Collier County
Purchase Order Terms and Conditions

1. **Offer**
This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. **Acceptance and Confirmation**
This Purchase Order **(including all documents attached to or referenced herein)** constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. **Inspection**
All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. **Shipping and Invoices**
   a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.
   b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
   c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
   d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. **Time Is Of the Essence**
Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY alone, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. **Changes**
The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. **Warranties**
VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. **Statutory Conformity**
Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. **Advertising**
No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. **Indemnification**
VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. **Warranty of Non-Infringement**
a) VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.
b) VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).
c) If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. **Insurance Requirements**
The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. **Compliance with Laws**
In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said

agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General

a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida

b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.

e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Question and Answers for Solicitation #22-8056 - High/Medium Voltage Electrical Services

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Aug 15, 2023 5:00:00 PM EDT

Predictive Technologies Inc.

www.mpp-technologies.com

Licensed Industrial
Electrical Contractor
EC13010002

MP PREDICTIVE TECHNOLOGIES KINDLY PRESENTS THE FOLLOWING PROPOSAL FOR:

COLLIER COUNTY
SOLICITATION 22-8056
MEDIUM AND HIGH VOLTAGE ELECTRICAL SERVICES

MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824
(904) 429-2581
sales@mpp-technologies.com
www.mpp-technologies.com

Cover letter/Management Summary

MP Predictive is a Florida licensed electrical contractor founded in 2018. The founder, Nelson Manaure, has over 25 years of experience working with most power related equipment in substations such as transformers, switchgears, breakers, relays, etcetera. Since being founded we have worked with multiple cities and counties on contracts such as City of Lake Placid, City of Jacksonville Beach, Clay County Utility Authority (CCUA), etcetera. We focus on providing power electrical equipment services in the state of Florida such as critical equipment preventive maintenance, power system studies and engineering services, automation, instrumentation and control systems maintenance and testing, predictive maintenance, inspections, etcetera. Unlike most of our competitors, we have a multitude of testing equipment in-house, necessary to test and troubleshoot transformers, relays, switchgears, and breakers, VFD's etcetera, making for a faster turnaround time (please see list of test equipment below). We have a team of seven full time field service technicians and are planning to gradually double our team by the end of the year, 2024. We maintain permanent offices and warehouses in Orlando. We work closely with various national, reputable electrical testing companies, successfully completing projects regularly together as their subcontractor. We also sell a variety of electrical equipment, such as circuit breakers, transformers, VFDs, etcetera. We are certified Danfoss/Vacon sales and service partners. We are a Toshiba distributor and service partner. We resell a variety of electrical equipment, manufacturers such as Allen Bradley, Eaton, Schneider/Square D, etcetera.

Our company acknowledges and agrees to the work scope outlined by the Collier county's work scope, which involves providing electrical services on medium and high voltage on an as-needed basis. The scope may include visual and mechanical inspections, testing of multiple electrical equipment types, adherence to relevant codes and standards, qualification of testing personnel, division of responsibilities, adherence to safety procedures, calibration of test equipment, comprehensive reporting, and appropriate compensation. We commit to fulfilling the specified requirements and delivering high-quality services in a timely manner while prioritizing safety and compliance.
MP Predictive Technologies is interested in the proposal for both categories in medium and high voltage services as principal with its representative being Albani Pereira, our Business Development Manager, with the contact information below.

MP Predictive Technologies Inc.
Authorized Representative: ALBANI PEREIRA
Address: 9187 BOGGY CREEK RD ORLANDO, FL 32824
Phone Number: (904)707-7510
APEREIRA@MPP-TECHNOLOGIES.COM

Albani Pereira

MP Predictive Technologies Inc
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824

MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824
(904) 429-2581
sales@mpp-technologies.com
www.mpp-technologies.com

Firms Qualifications and Licenses

MP Predictive is a Florida licensed electrical contractor with license number EC1301002 founded in 2018. The founder, Nelson Manaure, has over 25 years of experience working with most power related equipment in substations such as transformers, switchgears, breakers, relays, etcetera. Since being founded we have worked with multiple cities and counties on contracts such as City of Lake Placid, City of Jacksonville Beach, Clay County Utility Authority (CCUA), Palm Beach County, etcetera. We maintain a Florida Licensed professional engineer who is able to perform services such as power system studies, arc flash studies, etc. We focus on providing power electrical equipment services in the state of Florida such as critical equipment preventive maintenance, power system studies and engineering services, automation, instrumentation and control systems maintenance and testing, predictive maintenance, inspections, etcetera. Unlike most of our competitors, we have a multitude of testing equipment in-house, necessary to test and troubleshoot transformers, relays, switchgears, and breakers, VFD's etcetera, making for a faster turnaround time (please see list of test equipment below). We have a team of seven full time field service technicians and are planning to gradually double our team by the end of the year, 2024. We are currently undergoing the process of becoming NETA accredited and certifying all of our technicians with NETA and NICET as a method of assurance to our customers and to guarantee proper procedures and security methods are being followed when working on electrical systems. We are currently in the final stage of the accreditation, so we expect to be fully accredited by the end of the Fall. We maintain permanent offices and warehouses in Orlando. We work closely with various national, reputable electrical testing companies, successfully completing projects regularly together as their subcontractor. We also sell a variety of electrical equipment, such as circuit breakers, transformers, VFDs, etcetera. We are certified Danfoss/Vacon sales and service partners. We are a Toshiba distributor and service partner. We resell a variety of electrical equipment, manufacturers such as Allen Bradley, Eaton, Schneider/Square D, etcetera.

MP Predictive Technologies Inc. has been in business for 5 years providing the services requested herein for medium and high voltage electrical services such as troubleshooting, repairs, maintenance, testing, etc. We can perform various types of services on electrical systems such as hot oil processing on transformers, SF6 breaker testing, maintenance, and gas refill, infrared thermography, power system studies, power cable terminations and testing, installation of new electrical equipment such as breakers, transformers, cables, battery systems, etc. In the event that MP Predictive is awarded this bid, we would maintain one technician available for emergency callouts for Collier County per the scope of work. Every technician assisting with an emergency callout shall be qualified to perform the services requested.

MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824
(904) 429-2581
sales@mpp-technologies.com
www.mpp-technologies.com

Firms Qualifications and Licenses

The purpose of this proposal is to provide all labor, materials, and tools to perform medium and high voltage electrical services on an as-needed basis. MP Predictive Technologies will participate in the bid for both medium and high voltage electrical services.

Regular inspections: MP Predictive Technologies to provide a team of field service technicians to conduct routine inspections of electrical equipment and systems such as transformers, breakers, relays etc.to identify any signs of wear, damage, or malfunction.

Testing and calibration: MP Predictive Technologies to provide a team of qualified technicians to perform electrical testing and calibration of equipment to ensure accurate operation and compliance with standards and manufacturers recommendations. This may include, insulation resistance, power factor, transformer turns ratio (TTR), sweep frequency response analysis (SFRA), infrared thermography (IR), winding resistance, VLF/ Hi-pot,

Preventive maintenance: MP Predictive Technologies would implement and implement a site-specific maintenance program for each of the city's facilities with electrical systems and apparatus to ensure that all are properly maintained and working as recommended the manufacturers. Preventive programs would include visual inspections, cleaning, lubrication and tightening of connections to prevent issues such as corrosion, overheating or loose connections.

Corrective maintenance/Emergency maintenance: MP Predictive to provide field service technicians to troubleshoot and correct machine failure to the best of the capabilities to resume critical business processes. In the event that the machine/equipment cannot be fixed then MP Predictive will assist with finding an emergency replacement unit.

Documentation: Maintain thorough documentation of maintenance activities, including testing results, repairs, and replacements. All documents shall be compared to previous test results for each piece of equipment to ensure the equipment is working properly or to troubleshoot any present problems.

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All test reports shall be completed to standards and include the following.

- Summary of project.
- List of equipment inspected and tested.
- List of inspections and tests.
- Device settings.
- Inspections and test data.
- Analysis and recommendations.

Test records shall include the following minimum requirements:

- Identification of the testing organization
- Equipment identification
- Nameplate data
- Conditions that may affect the results of the tests/calibrations to be performed and recorded.
- Date of inspection, tests, maintenance, and/or calibrations.
- Identification of the testing technician.
- Indication of inspections, tests, maintenance, and/or calibrations to be performed and recorded.
- Indication of expected results when calibrations are to be performed.
- Indication of "as-found" and "as-left" results.
- Sufficient spaces to allow all results and comments to be indicated.

MP Predictive technologies will provide (2) hard copies and one electronic copy of the report to the project manager.

Testing equipment:

- All testing equipment shall be in good electrical and mechanical condition.
- Field test metering used to check power system meter calibration shall be more accurate than the instrument being tested.
- Accuracy of metering in test equipment shall be appropriate for the test being performed
- Waveshape and frequency of test equipment of test equipment output waveforms shall be appropriate for the test and the tested equipment.
- MP Predictive shall maintain its calibration program which assures that all applicable test instruments are maintained within rated accuracy fir each test instrument calibrated.
- The firm providing calibration services shall maintain up-to-date instruments calibration instructions and procedures for each test instrument calibrated.
- The accuracy of each calibration shall maintain the standards and be directly traceable to the National Institute of Standards and Technology (NIST).
- Instruments are to be calibrated in accordance with the following frequency schedule:
  - Field instruments: Analog and digital, 12 months maximum.

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- Laboratory instruments: 12 months maximum.
- Leased specialty equipment: 12 months maximum.

- Dated calibration labels shall be visible on all test equipment.
- Records which show dates and results of instruments calibrated or tested, shall be kept up-to-date.

Safety: All of MP Predictive Technologies field service technicians and engineers shall be trained on the latest version of industry-standard safety procedures. All technicians and engineers performing electrical tests shall be properly trained on how to conduct all testing practices in a safe manner. Lock-out/tag-out procedures and site safety inspections must be performed before starting any work every day on site. A site safety supervisor will conduct a safety meeting at the beginning of each project and

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

SALCEDO, JESUS MISAEL

12B ELECTRIC
1275 PARADISE POND ROAD
SAINT AUGUSTINE FL 32092

LICENSE NUMBER: EC13010002

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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Experience and Capacity of the Firm

Maintenance and Testing Procedures:

MP Predictive Technologies is a company that specializes not only in corrective maintenance but also predictive maintenance to find faults at early stages to prevent downtime. Our company focuses on predictive/proactive maintenance as this allows for the identification of outdated, defective, damaged, as well as small issues that may become a large failure representing a lot of downtime in production.

- Use newest technology and combine technologies of electrical testing equipment such as thermographic inspections on medium voltage equipment combined with ultrasound inspections to find hidden issues that cannot be detected with a thermographic camera alone on a medium/high voltage equipment.
- For power transformers we use advanced technology for early diagnostics like dielectric frequency response (DFR) which allows us to evaluate not only the liquid insulation (oil) but also the solid insulation (insulation paper). This technology allows us to detect the moisture content hidden on the paper which is not detectable on routine tests or oil sample tests. This analyzes the equipment further allowing us to have a more accurate diagnostic and help us to take early action before it becomes a catastrophic failure. Either way, we also have a specialized team of transformer dry-out and de-gas system that can process 1056 GPH that we use immediately after finding the fault.
- Our team of field service engineering/technicians specialize on the verification, calibration, testing and upgrading of different types of relays such as electromechanical, solid state, and microprocessor. For the same which we are distributors and work closely with GE Multilin and Schweitzer Engineering Laboratories (SEL).
- We carry a variety of testing equipment to identify any type of fault on electrical power cables such as VLF/Hi-pot, ground cable fault locator, etc.

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Key Personnel

Business Development Manager
Albani Pereira
(904) 707-7510
apereira@mpp-technologies.com

Gracyn Best Office
Associate (904) 315-
1460
gbest@mpp-technologies.com Length of
employment: 3 years

Field Service Management
Nelson Manaure Operational
Manager
nmanaure@mpp-technologies.com Length of
employment: 5 years
Please see resume attached below for experience.

Service Manager
Fred Dotson
fdotson@mpp-technologies.com
length of employment: 3 years
Over 25 years of experience in the power electrical industry leading technicians for all related jobs to ensure a safe, timely and effective completion of each electrical project.

Field Service Technicians

Nelson Pereira

Field Service Technician (904)
707-7536
npereira@mpp-technologies.com Length
of employment: 1 years
Please see resume attached below for experience

Nicholas Dungan

Field Service Technician
ndungan@mpp-technologies.com
Length of employment: 1 year
Please see resume attached below for experience.

Carlos Rivera

Field Service Technician crivera@mpp-
technologies.com Length of
employment: 1 year
Experience working with low, medium and high voltage electrical systems. Performs predictive and preventive maintenance on heavy equipment such as transformers, switchgears, breakers, relays, medium voltage cables, etc. Experience working in the troubleshooting of VFD's, Breakers, transformers, relays and other power distributions systems. Able to perform cable terminations and diagnose faults.

Sarah Rushing
Field Service Technician
Srushing@mpp-technologies.com
Length of employment: 1 year

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Experience working with low, medium and high voltage electrical systems. Performs predictive and preventive maintenance on heavy equipment such as transformers, switchgears, breakers, relays, medium voltage cables, etc. Experience working in the troubleshooting of VFD's, Breakers, transformers, relays and other power distributions systems. Able to perform cable terminations and diagnose faults.

Marcos Petit
Field Service Technician
Length of employment: 6 months
Experience working with low, medium and high voltage electrical systems. Performs predictive and preventive maintenance on heavy equipment such as transformers, switchgears, breakers, relays, medium voltage cables, etc. Experience working in the troubleshooting of VFD's, Breakers, transformers, relays and other power distributions systems. Able to perform cable terminations and diagnose faults.

Dennis Delgado
Field Service Technician
ddelgado@mpp-technologies.com
Length of employment: 1.5 years
Experience working with low, medium and high voltage electrical systems. Performs predictive and preventive maintenance on heavy equipment such as transformers, switchgears, breakers, relays, medium voltage cables, etc. Experience working in the troubleshooting of VFD's, Breakers, transformers, relays and other power distributions systems. Able to perform cable terminations and diagnose faults.

Marcos Aguilera

Field service technician Length of employment: 2 years See resume attached.

Nelson Bastardo

Field service technician

Length of employment: 2.5 years

See resume attached.

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Testing Equipment Inventory

IN-HOUSE TEST SETS WITH MANUFACTURER AND MODEL NUMBER

- Megger MVCT VT & CT Analyzer
- Megger SMRT46D Multi-Phase Relay Test System
- Megger TTRU3 True 3 Phase Transformer Turns Ratiometer
- Flir T540 Professional Thermal Camera
- Fluke MDA-550 Motor Drive Analyzer
- Square D Full-Function Micrologic Trip Unit Test Kit S33595
- Vacuum Interrupters CBT-1202 Circuit Breaker Timer
- Megger Delta 4100 12 kV Insulation Diagnostic System
- Megger MTO300 Automated Six-Winding Transformer Ohmmeter
- Bonitron M3628ACF Automatic Capacitor Former
- Megger DLRO10HD 10 A Micro-Ohmmeter with Dual Power Diagnostics
- Megger MIT410 Industrial Insulation Tester
- Megger MIT525 5kV Insulation Resistance Tester
- Megger MIT1525 15kV Insulation Resistance Tester
- Megger VIDAR Vacuum Interrupter Tester
- Megger IDAX 300 3-channel Insulation Diagnostic Analyzer
- Megger MRCT Relay & Current Transformer Tester
- Megger VLF SIN-45 Medium Voltage Cable Tester
- Fluke MDA-500 Multimeter
- Megger DET10C Digital Earth Test Clamp
- Phoenix Tech MRM-10 Micro-Ohmmeter
- Megger FRAX-101 Sweep Frequency Response Analyzer

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Nelson Manaure
Industrial Electrical Testing Lead Technician
Email: nmanaure@gmail.com
Telephone: 7864517923
Designation: Project & Maintenance Electrical Power Technician (Low and High Voltage)
Languages: English & Spanish (Fluent)
Home Address: 9088 Dowden Rd. Orlando, Apt. 309, FL 32827
Education:
- Currently attending last semester of Bachelor's in electrical Engineer **University Institute P. "Santiago Mariño" Barcelona, Venezuela**
- Bachelor's in Computer Technology (IT) **University Institute of Technology "Antonio José de Sucre"** Pto. Fijo, Falcón Venezuela
- Instrumentation & Control Technician Diploma, **Industrial & Technical School "Gral. Francisco de Miranda"** Punto Fijo, Falcón Venezuela.

Objective

An Electrical Maintenance lead position in a Processing Facility seeking an extraordinary record of reliability and availability in its electrical power and Mechanic equipment as well as fast and effective troubleshooting in unpredictable emergency situations.

Summary of Experience:

I have combined over 20 years' experience, in Project, Turnover, Maintenance, Construction, Commissioning, Startup, in Oil & Gas, Power Plant, Paper Mills and others Heavy Industries. Knowledge of Planning and programming of routine Maintenance and Completion of Major construction Project. Handling multi tasks, Capacity and Personnel Supervision Skills, coordination, and performance of Routine Maintenance. Ability to work well within a team environment, which includes maintenance craft members, Reliability, plant operating personnel & Contractors/Vendors, good adaptability to multicultural environments.

Professional Experience:

11/05/2018-Present: Field Service Manager.
Company name: MP Predictive Technologies, Orlando, FL
Leading the Field service team in the commissioning, start up and troubleshooting of electrical systems, including Low, Medium, and High voltage. Performing predictive and preventive maintenance on power distribution and generation systems like Switchgears, Power transformers, CT's, CVT's PT's, MCC's, VFD's transfer Switches, etc. with the use of a variety of technologies like: Infrared Thermography, Ultrasonic scan, Primary and Secondary Current injection, Power Factor, Winding resistance, TTR, Hi-Pot, VLF, Tan Delta, Motor Circuit Analysis (PdMA) Relay testing, commissioning, and upgrade's, Etc. Also, the Trouble shooting of controls and automation systems like: DC Drives, VFD's, Scada and DCS systems, Allen Bradley, and Siemens PLC's, troubleshooting and commissioning, programming, and testing of process instrument (flow, pressure and level transmitters)

04/19/2018-11/04/2018: Electrical Apparatus Division Field Service.
Company name: Electrical Engineering Enterprises (EEE) Tampa, FL
Filed Service Technician. working with High Voltage equipment in testing, setting up and commissioning Transformer's instrumentation testing (Power Factor, TTR, Winding Resistance, SFRA, ETC. Switchgears (4.16Kv 13.8Kv 34.5Kv), Medium Voltage VFD's mostly for Power plants, Mining, and water plants.

01/09/2018 – 04/12/2018: Electrical and Instrumentation Technician
Company name: Alsip Minimill LLC, Alsip IL (Paper Mill)
Electrical and instrumentation maintenance, upgrade and troubleshooting including Allen Bradley PLC, Siemens PLC, DCS, Switchgears (Westinghouse, GE) up to 13800V MMC (Allen Bradley, GE) 2300V, 4160V motors, Protective Relay (Multilin 369, EATON MP-3000, Westinghouse IQ-1000 II) Pneumatic and Hydraulic Controls, Flow, Pressure Transmitter, Level Transmitter, Controls Valves.

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10/10/2016- 01/05/2018: Electrical Switchgear Technician,
Company name: T.A.W. Jacksonville, FL
As a traveling Field Service Technician, I worked with Medium and High Voltage equipment, Testing, New installation and maintenance (Switchgears, Power Transformers, Circuit Breaker up to 69KV, Medium Voltage VFD, DC Drives, Medium Voltage Motors) Troubleshooting motor controls, different types of Testing like Primary and Secondary Current Injection, Power Factor, TTR and all types of test for Breakers, Transformers and Motors, doing Medium Voltage Cables Termination, commissioning and startup of VFD's (Toshiba, Yaskawa, Danfoss, ABB, others)

03/01/2016 – 08/01/2016: Electrical and Instrumentation Technician
Company name: Alsip Minimill LLC, Alsip IL (Paper Mill)
Electrical and instrumentation maintenance, upgrade and troubleshooting including Allen Bradley PLC, Siemens PLC, DCS, Switchgears (Westinghouse, GE) up to 13800V MMC (Allen Bradley, GE) 2300V, 4160V motors, Protective Relay (Multilin 369, EATON MP-3000, Westinghouse IQ-1000 II) Pneumatic and Hydraulic Controls, Flow, Pressure Transmitter, Level Transmitter, Controls Valves

09/14/2015 – 02/22/2016: Installation Engineer (Electrical and Instrumentation)
Company name: BCR Environmental / Nuterra LLC, Jacksonville FL (Wastewater/Chemical Plant)
Electrical & controls Drawing corrections and new controls design, supervising electrical crew in the installation and execution of new chemical plant, troubleshooting, and assisting other department in the reliability of new equipment installation and operation. Supervise and Coordinate Instrumentation and Electrical Team in the installation of new construction Chemical Plant, troubleshooting, Preventive and corrective maintenance, AB PLC, Power Flex VFD, Flow Meters, RTD's 480V Motors, Centrifuges, Conveyors, Motor Operated Valves, Supervision Contractors, and Temporally Electrician in the execution of new Chemical Plants in Wastewater Facilities, Modifying Control, Redlining Electrical Drawing.

08/17/2015 – 09/10/2015 High Voltage Instrumentation &Electrical Technician.
Company name: ACCIONA Energy USA Global LLC. Hammon OK.
Provide remote support for the O&M Electrical Engineering team and take technical directives from the Manager of Electrical Engineering. Perform high voltage, isolation, switching, and manual grounding at voltages up to 345kV as using approved switching orders. troubleshooting and the repair high voltage collective systems, underground cables, and pad-mount transformer equipment up to 34.5kV. Perform preventative maintenance processes, such as Infrared Fault Detection Surveys, Corona Surveys, Ultrasonic Surveys, Lead and support the Wind Turbines Technicians in troubleshooting, calibration, repair, and retrofitting of low to medium voltage electrical components that are a part of the wind turbine and its associated switchgear. Troubleshoot automated control systems, including SCADA systems, instrumentation, and electrical equipment,

12/01/2014 – 08/14/2015 CPRIII Electrical and Instrumentation
Company name: BCR Environmental / Nuterra LLC. Jacksonville FL (Wastewater/Chemical Plant)
Supervise and Coordinate Instrumentation and Electrical Team in the installation of new construction Chemical Plant , troubleshooting, Preventive and corrective maintenance, AB PLC, Power Flex VFD, Flow Meters, RTD's 480V Motors, Centrifuges, Conveyors, Motor Operated Valves, Supervision Contractors, and Temporally Electrician in the execution of new Chemical Plants in Wastewater Facilities, Modifying Control, Redlining Electrical Drawing.

03/16/2010 – 09/24/2010 Electrical Maintenance Supervisor
Company name: Cooperative Artesanos de Oriente. R.L. PetroPiar (Oil & Gas Industry)
Anzoátegui, Venezuela Description of Activities:
Supervises and assigns the work of maintenance employees, ensuring that the regular preventative maintenance activities and special projects involving electrical and mechanical components and systems

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and emergency equipment are performed in a safe and timely manner so as to prevent downtime and ensure the efficient and continual functioning of the mechanical and electrical equipment

02/19/2009 – 06/12/2009 Electrical Maintenance Supervisor
Company name: Cooperative Artesanos de Oriente. R.L. PetroPiar (Oil & Gas Industry) Anzoátegui, Venezuela
Supervising the maintenance in Outage of Sub-Station up to 230KV Disconnect Switch, Power transformer, Switchgear (SF6, Vacuum, Air breaker) battery Rack, UPS, battery chargers, generator, MMC (Siemens, ABB, Schneider)

06/14/2004 – 05/30/2008 Electrical Maintenance Technician,
Company name: Petrolera AMERIVEN (Conoco Phillips Chevron Texaco PDVSA) Anzoátegui State, Venezuela. (Oil & Gas Industry)
Description of Activities:
During my previous experience in a Venezuelan extra Heavy Oil Crude Upgrade, I was doing Maintenance, testing, troubleshooting, and commissioning Substation equipment such as the following: Protective Relays (MULTILIN SR family, Allen Bradley E3, etc.) AC Driver (ABB, Allen Bradley, Telemecanique, GE etc.) Medium and Low Voltage Circuit Breakers (SF6, Vacuum and air), Power transformers (up to 34.5/13.8KV) UPS, Automatic Transfer Switches (ASCO), Metalclad Switchgear (ABB and GE) Squirrel Cage and Synchronous
Electric motors (up to 13.8 kV Automatic Transfer control system using MULTILIN, Battery Chargers / Rectifiers (LaMARCHE), Supervision and execution of acceptation, maintenance testing: insulation resistance, over potential (hi-pot), RTD loop checks, maintenance and repair of Coker plant Elevator and Coker Feeder Breaker, Maintenance, testing, troubleshooting, and commissioning all the field electrical equipment. MCC, Knowledge multiskilling: supervision and execution Mechanical equipment maintenance and repair, Heavy Equipment Rigger for mechanical and electrical equipment Installation and Assembly, Use of machines such as the following: Man Lift, forklift, etc.

04/15/2003 – 06/13/2004 Electrician Substation operator
Company Name: Uriman Constructions SA (Alvica Group: INELECTRA 60%, FLUOR DANIEL=40% Anzoátegui State Venezuela (oil & gas industry)
Description of Activities:
Electrician Substation Operator: control equipment such as current converters, voltage transformers and circuit breakers, that regulate flow of electricity through substation, of electric power system and over distribution to field, Supervision of Works of electrical connection, Supervision of acceptance test: insulation resistance, over potential(HIPOT) insulation power factor winding resistance, contact resistance etc. inspect equipment, such as transformers, pumps, fans, batteries, and circuit breakers to detect defects, calculate average and peak load conditions from electric recording instrument data and compile periodic report of load variations for system planning purposes, Observes switchboard instruments to detect indications of line disturbances, such as grounded, shorted, or open circuits, testing and execution of power cables connection 3M(4.16kV, 13.8kV)

10/21/2002 – 11/22/2002 Maintenance Electrician
Company Name: PDVSA (Petroleum of Venezuela S.A.) CRP Cardon Falcon State Venezuela (oil & gas industry)
Description of Activities: Electrician: Maintenance, repair and test of Electrical Substation Equipment's (MCC Telemecanique and Switchgears ABB), power transformers, AC Motors, starters, LV, MV and HV switches, Power and Controls Cables, Heaters, Substation Battery, locating of faults on Shield Power Cable using surge, lighting transformers, etc. for the startup of the plant and substation

(Full Job list provided upon request)

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Certification:

Qualified Manufacturer Technical Representative in UL 508A
Cable Testing and Diagnostic Medium Voltage
Level II Electrical Infrared Thermography
VACON VFD Service Partner Certified Technician
Danfoss VFD Service Partner Certified Technician

Technical Training:

Circuit Breaker Maintenance, Low- Voltage AVO by MEGGER Dallas TX 2021 40Hrs
Transformer Protection Relays Training AVO by Megger. Dallas, TX. Dec. 2021 40Hrs.
Cable Testing and Diagnostic Medium Voltage (Certification) AVO by Megger. Dallas, TX. Sep. 2021, 40hrs
Vacon VFD Service Partner Cert. Tech. (VLT HVAC / AQUA / AutomationDrive FC 100/200/300 Series) Motion Controls University - Chicago, IL. Jan. 2020, 36 Hrs.
Danfoss VFD Service Partner Cert. Tech. (VLT HVAC / AQUA / AutomationDrive FC 100/200/300 Series) Motion Controls University - Chicago, IL. Feb. 2020, 36 Hrs.
Level II Electrical Infrared Thermography Certification 40 Hours Jan. 2020 Jacksonville FL
Level I Airborne Ultrasound Electrical Inspection, 8 Hrs. May. 2019 New York, NY
Variable Frequency Drive VFD FC-202 Installation & Start Up 32Hrs. Apr. 2019 Chicago, IL
Level I Electrical Infrared Thermography Certification Mar. 2019 Atlanta GA.
Siemens VFD's maintenance and troubleshooting 400 Hrs. Feb. 2018, Chicago IL.
Siemens DCS/PLC PCS7 System Service 2, 40hrs. Feb. 2018, Chicago IL
Siemens DCS/PLC PCS7 System Service 1, 40hrs. Jan. 2018, Chicago IL.
MEGGER transformer testing (TTR, Power Factor, Winding, Overall) 24hrs. Dec. 2017, Lakeland FL.
ABB. Electro-mechanic, Solid-state Hands-on Relay Testing Training. 24 hrs. Sep. 2017Fort Lauderdale, FL.
Danfoss VFD Service Partner Cert. Tech. (VLT HVAC / AQUA / AutomationDrive FC 100/200/300 Series) Motion Controls University - Chicago, IL. April 2017, 36 Hrs.
Protective Relays Valence Electrical Training. Feb. 2017 36 Hrs.
PDMA MCEmax Motor Circuit Analyzer, Feb. 2017 36 Hrs.
YASKAWA Drives P1000 / A1000 Jan. 2017 24Hrs.
DOBLE Transformers testing (Power Factor, TTR, Bushing, etc.) Dec. 2016, 30 Hrs.
ABB DC Drives TAW, Lakeland FL, Nov 16Hrs
Allen Bradley Maintaining & Troubleshooting PLC 5, SLC500, RSLogix 5000, Platform TS April 2016, 30hrs
Maintenance & operation for Caterpillar Generators, Sep. 2007, 8 hrs.
Maintenance for overload Relays E3 / Rockwell Automation Nov. 2006, 24 Hrs.
Maintenance for Switchgear HV / LV, GE / TEMI, August 2006 8 Hrs.
Heavy Equipment Rigger / CORPCRAF, 2006, 24 Hrs., certified
Industrial Control & Automation for Electrical Motors with frequency Drivers. Rockwell Automation of Venezuela, C.A. Caracas Venezuela: 8 hrs. NOV 2004
Asynchronous Motors GE 13.8 kV. Petrolera Ameriven / GE.: 12 hrs. Sep. 2004
Medium Voltage Cable Splicing 3M, 8Hrs July 2003
Programmable Logic Control (PLC). INCE. Pto. Fijo. 30 Hrs. MAY 2002.
Electrical Maintenance for Motors Controls. INCE Pto. Fijo.: 175 hrs. Nov. 2001.
(Full List provided upon request)

Webinar Training

Megger's Transformer Differential Protection: Challenges and Solutions Jan. 2018
Megger's the Evolution of Insulation Resistance Testing Megger Webinar Nov 2017
Megger's Testing Power Transformer Megger Webinar Jul 2017
Megger's Testing Tactics NETA CTD Megger Webinar July 2017
Primer on Testing Power Transformer Omicron Webinar July 2017
Cable Fault Location Advance Techniques Megger Webinar April 2017
Battery Testing and Maintenance Megger Webinar March 2017

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Safety Training

OSHA 10, Jacksonville Jun 2017
New Miner MSHA safety training, Polk State Collage, Lakeland, FL Nov 24Hrs
Floor Phosphate Producers Safety, Basic 16th hours programs, Florida 2016
NFPA 70E RE, Click SAFETY, April 2015,
OSHA. Applied to Craftsmanship in PDVSA: 16 Hrs. Sep. 2002
OSHA Occupational Hazard. H2S Exposure. PDVSA CIED: 8 hrs. June 2002
OSHA. Occupational Hazard. Confined Space. PDVSA CIED.: 8 hrs. June 2002
Industrial Safety (Hazard & Manage of Confined Spaces) PDVSA CIED: 8 hrs. June 2002.
(Full List provided upon request)

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NELSON PEREIRA

Industrial electrical testing technician with knowledge in the commissioning, testing, troubleshooting, repair, installation, start up, and performance of preventative and predictive maintenance on low and medium voltage electrical systems. Experience with various power distribution systems as well as controls systems such as power transformers, switchgears, MCC's, circuit breakers, etc., with a focus in protective relays and variable frequency drives. Experience with many electrical tests such as relay current and voltage injection, transformer turns-ratio, power factor, winding resistance, Tan Delta, VLF, primary and secondary current injection, Hi-Pot, etcetera.

EXPERIENCE

2018 – PRESENT

ELECTRICAL TESTING TECHNICIAN, MP PREDICTIVE TECHNOLOGIES INC.

- Was the lead technician on various projects, such as a GE Multilin Relay Upgrade project in which new installation, commissioning, and startup was performed including rewiring and programming of new microprocessor-based relays.
- Lead a team of 4+ field service technicians for multiple projects, specifically annual maintenance outages.
- Performed low and medium voltage switchgear components testing, including potential transformers, current transformers, bus, control circuitry, circuit breakers, trip units, power meters, etc. on a regular basis.

JULY 2020 – SEPTEMBER 2020

FIELD SERVICE TECHNICIAN, BCR ENVIRONMENTAL CORP.

- Performed field service repairs on flow meters, leak detectors, variable frequency drives, motor- operated valves, control circuits, etc.
- Was in charge of the quarterly inspections for various wastewater plants.
- Managed all industrial field service calls and requests and continuously ensured no calls/requests were left uncompleted.

TECHNICAL & SAFETY TRAININGS

- OSHA 10
- New Miner MSHA Training
- Phosphate Producers Safety
- Vacon VFD Service Partner Cert. Tech. Training
- Danfoss VFD Service Partner Cert. Tech. Training
- Microprocessor Based Transformer Protection Relays AVO Training
- Low Voltage Circuit Breakers AVO Training
- Essential Fundamentals for Electricians and Substation Technicians AVO Webinar Training

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Nicholas Dungan

Work History

Field Service Tech 5/14-11/18

Tester/Field Service Tech 8/21-Present

North American Substation Services

As a tester I am versed in DTA software, I can doble powerfactor test transformers, TTR, Winding resistance, Insulation resistance, and CTs along with transformer controls.
As a Field Service Tech, I followed all company safety procedures. I have been on life-extention crews, re-gasketed, and processed transformers.

Project Superintendent HGR Construction inc. 11/18-8/20

As a Superintendent I am to attend all meetings concerning coordination of projects and conduct two week look ahead meetings with subcontractors and management concerning scheduling of projects. I am to competently read, understand and build per blueprints. I am to ensure that the work is done correctly, safely and on time by the subcontractors.

Certifications

OSHA 10
American Heart Association BLS first aid and AED
CDL Permit
MSHA 24 hour

Skills

- Thrives in high pressure situations
- Adaptable to new challenges
- Productive and efficient when working with time-constraints and meeting deadlines
- Receptive to coaching and looks for opportunities to grow
- Team player but also comfortable in leadership roles
- Knowledge of and skilled with hand and power tools
- Ability to read and interpret blueprints
- Proficient with Microsoft programs and job-related applications

Education

Attended Winter Springs High School '10-'14

MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824
(904) 429-2581
sales@mpp-technologies.com
www.mpp-technologies.com

MARCOS AGUILERA

Bachelor Degree: **Electronical Engineer** – Santiago Mariño Polytechnic University Institute - 2009

Technical Degree: **Electronical Technician** – Agro-Technological University Institute – 1995

Languages: Spanish /English

SUMMARY.

Twenty six years of professional experience related in Industrial Electronic, Electricity, Instrumentation and Process Control for the Oil & Gas Sector specifically in the Extra Heavy Oil Upgrader Plants, Refineries and Shipment and Storage Crude Terminal, previously Industrial Plants as Rubber and Biscuits products.

Developing strategies to improve operational processes and quality of products, support to reach milestones, following startup plants, verifying the procedures, accomplishment of sequences necessaries for Stabilization, Performance and normal operation of different plants.
Identifying causes and advising to solve operational problems, Giving Support when process disturbance occurs and asking for solutions if is involved other specialty like mechanics or electrics systems. Realize failure analysis of different automation equipment and field instrumentation including pneumatic, hydraulic and mechanical.Evaluation of materials and resources needed for the execution of contracted works.

Reviewing, upgrading and implementing preventive and corrective maintenance plans of complete instrument and automation platform conformed by DCS (Distributed Control System), PLC (Programmable Logic Control), SCADA (Supervisory Control and Data Acquisition) and SIS (Security Instrumented System) , also Anti Surge, Performance and Speed Protection for Centrifugal Gas Compressors, Using administrative tools and diagnosis such as Monitoring Vibration (Bently Nevada), Asset Management System (AMS), MAXIMO Maintenance Management.
On-line review logic and control strategies modification on PLC´s, SIS´s and DCS in order to the operational necessities, PLC programming, SCADA Configuration (database and graphic schematics)

Documentation about the lesson learned of events and fault analysis
Utilize tools like Fault Tree Analysis and What If, tool for shut down plant studies.
Supervise the commissioning for Automation and industrial Control Systems.
Preparation of scope of preventive and corrective work
Ability and willingness to work under pressure, communication, planning and organizational skills, ability to work with people of different cultures, willing to work on different schedules, accustomed to safety and maintaining a high quality level.

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BACKGROUND

MP Predictive Technologies Inc
November 2020 – Present. Orlando, FL
Automation and Control Technician
Industrial maintenance and testing of low, medium, and high voltage equipment. Preventive maintenance of critical equipment. Troubleshooting, testing, and programming of various equipment.
Duties and responsibilities: Conduct predictive maintenance and inspections on low, medium, and high voltage equipment. Low and medium voltage switchgear maintenance and testing. Motor control center maintenance and testing. Medium and low voltage variable frequency drives and soft starter maintenance and testing. Startup and commissioning of variable frequency drives and soft starters. Process instrument calibration, and troubleshooting.

Quinco Electrical Inc.
Orlando, Florida –.
Sept 2019- December 2020
Controls Electricity Technician
Small Commercial, Large Commercial, Industrial, Sitework and Ductbanks, Disaster Recovery, Low Voltage Service Agreements, Remodels, Design/Build, Construction Management.
Duties and responsibilities:
Implementing project of construction in Theater , developing the electrical installation of the Power distribution, Sound, Voice, Lighting and Fire Alarm systems, with high level of quality applying standards under NEC and OSHA. Reviewing drawings, implementing signals route, Installing piperacks, Bending EMT pipes,Electrical Panels, Transformers, Motors, Lightings, Wiring, Labeling, Corrections of deviations, Startup support, fixing and faults correction.

COMELCO Inc.
Orlando, Florida –. Aug 2018- Sept 19
Control Electricity, Automation and Instrumentation Technician
Develop and implementation of Industrial and Commercial Electrical Projects to upgrade or overhauling plants, public and private establishments with high level of quality applying standards under NEC and OSHA. Prepared to perform new construction, major shutdowns, capital expansion, plant relocation, and contract maintenance service to clients across the nation.
Duties and responsibilities: Revision and verification of drawings, signals route, identification and corrections of deviations, implementation of hardware platform, control systems, electrical and instrumentation, network communication, control power, signalization and identification in field terminals connections of the control system. Report of work advance and accomplishment of milestone scheduled. Startup support, fixing and faults correction.

PDVSA Petropiar Extra Heavy Oil Upgrader (Joint venture Chevron- PDVSA)
Venezuela, Anzoátegui State January 2009 - January 2018.
Automation and Control Engineer.
Verifying the accomplishment of Preventive, predictive and corrective maintenance for software and hardware of automation platform conformed by DCS (Honeywell TPS), SIS (FSC Honeywell), PLC (ControlLogix Allen Bradley), SCADA (TDC 3000 Honeywell), OPC System (Matrikon), Vibration Monitoring (Bently Nevada) and Compressors Controls and Protection Systems (CCC).
Giving professional support to Operations Management for the resolution of process disturbances.
Following up of process to keep the variables under control
Support the reliability team and Industrial safety Management about Functional Safety engineering (HAZOP Analysis, Risk assessment, and SIL verification), LOTO (Lock Out and Tag Out Procedure)

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Making design of scope plans for plant shutdown and startup.
Functional test and inspection of Fire and Gas systems according to NFPA.
Investigate instrumental failures, problems and reliability issues to be able to prepare the effective recommendations to apply where necessary.
Provide day to day (24/7) plant process automation support
Work closely with Operations and Instrumentation personnel for equipment test, plant shutdown and start-up.
Advising to ensure equipment reliability to minimize production down time.
Continuous study about modifications and changes required to prevent real and spurious trips.
Advice and giving necessary actions to avoid process disturbances or plant shutdown during maintenance of the Control platform and instruments.

Ameriven Extra Heavy Oil Upgrader Downstream (Joint venture PDVSA -Chevron-Conoco Phillips)

Venezuela, Anzoátegui State, Dec-2003 Dec-2008

Instrument Technician,

Installation, maintenance, repairing, overhauling, calibration and tests of wide variety of industrial instrumentation that record, indicate, control and regulate the level, flow, pressure, temperature, position. Use of administrative Tools such as AMS and MAXIMO to enforce the maintenance management. Accomplishment of plans and periodic preventive maintenance, inspections of all metering control instruments, diagnosing of existing or potential trouble; cleaning, lubricating, calibrating and adjusts in function of conditions found. LOTO (Lock Out and Tag Out Procedure)
Inspection, testing, adjustment, and repairs electric, electronic, mechanical, and pneumatic instruments and systems used to indicate, record, and control.
Tests accuracy of flow meters, pressure gauges, temperature indicators, controllers, radiation counters or detectors, and other recording, indicating or controlling instruments to locate defective components in system, using test equipment, such as pressure gauges, potentiometers, calibration equipment, oscilloscopes. Support activities with contracted personal, in normal operation as in Major stops.

Shipment and Storage Crude Terminal (TAEJ), Sociedad Williams, Enbridge & CIA. (SWEC).

Venezuela, Anzoátegui State, August 2000 to April 2003

Instrumentation Technician:

Preventive and corrective maintenance of equipment and instrumentation control terminal maintenance, this includes PLC, SCADA, Transmitters, flow, pressure, temperature, density, level, control valves, Rotork actuators, etc.
Support in completing tasks and modifying diagnostic programs and control sequences both PLC and the emergency shutdown system TRICONEX.
Use of administrative Tools such as MAXIMO to enforce the maintenance management.
Generating Maintenance reports, assisting to meeting and sharing information related with task of maintenance, work plans, planning and supervise contracted works to assure the accomplishment of schedule activities.
Calibrate and maintain calibration records for transmitters, switches and actuators, FGS.
Calibrate and maintain calibration records for performance of Fire and Gas System.
Maintain documentation for maintenance activities on the control and instrumentation equipment.

Nabisco Venezuela C.A (Kraft Foods of Venezuela.)

Venezuela, Lara State, Nov 1997- August 2000

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Electronical Technician:

Preventive and corrective maintenance of instrumentation and control equipment for Plant Service, including PLC, Allen Bradley SLC500, Drives for AC and DC motors, industrial furnaces, rolling mills, cooling system, packaging system, temperature transmitters , pressure, level, weighting systems.
Carry out improvement projects, automation, upgrade, equipment and machinery involved in the manufacturing processes.
Use development of equipment requisitions and contract services.
Calibrate and maintain calibration records for scales of flour system, metal detectors etc.

Covencaucho Industrias S. A. Vulcanized Rubber and Tires Renovation Industry
Venezuela, Lara State, (March 1995 – November 1997)
Electronical Technician:

Supporting preventive and corrective maintenance of electronic equipment
maintenance and control equipment. Developing improvement opportunities by developing projects, automation, upgrade of equipment and machinery involved in the manufacturing process, design and modify PLC programs, Configuring Variation Frequency Drives.
Supervising the work contracted for installation and maintenance of equipment.
Use development tools, and equipment requisitions and contract services.
Calibrate and maintain calibration records for transmitters and field dispositive.

Training

2015	PDVSA.	**Hidrotratamientos.**	24 hours
2014	PDVSA	**Seguridad en la Conducción Vehicular**	24 hours
2014	Honeywell	**Racionalización de alarmas del TPS**	40 hours
2014	Honeywell	**Control Avanzado de Procesos**	40 hours
2013	Petropiar	**Disciplina Operacional**	24 hours
2013	Honeywell	**Configuración y Mantenimiento de FSC**	40 hours
2012	Chevron	**Análisis Causa Raíz**	24 hours
2011	Honeywell	**SIL básico e Intermedio I**	40 hours
2011	VOD Eléctrico S.A	**Curso Óleo hidráulica Avanzado**	24 hours
2010	Rockwell Automation	**Controlador Logix 5000 con RS Logix 5000, Fundamentos**	40 hours
2008	PDVSA	**Formación Integral del Supervisor**	24 hours
2008	John Crane	**Teoría Básica de Sellos Mecánicos**	04 hours
2008	GE Energy	**Taller del Proceso de Confiabilidad**	08 hours
2006	Phision Nuclear	**Protección Radiológica**	40 hours
2005	Oxford Institute	**Curso conversacional de Ingles Nivel Básico y Avanzado**	360 hours
2004	CADETEP	**Programa de Confiabilidad para Mantenedores**	90 hours
2002	CIED	**Análisis de Riesgos de los Procesos**	24 hours
2002	PDVSA	**Evaluación de Atmosferas Peligrosas**	16 hours
2002	CAPEFI	**Cultura Organizacional y Efectividad Personal**	16 hours
2001	CIED	**La Seguridad, la Higiene y el Ambiente en la Industria. Modulo B: Básico**	12 hours
2001	FABRIMEX	**Brazos de Carga.**	16 hours
2001	SWEC	**SCAN 3000**	08 hours
2001	SWEC	**Instrumentación Básica**	08 hours
2001	3M	**Protección Respiratoria**	03 hours
2000	INCE	**Graficadores (Microsoft Power Point).**	20 hours
2000	INCE	**El Microprocesador en la Gerencia II (Microsoft Excel)**	20 hours

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1999	INCE	**El Microprocesador en la Gerencia (Microsoft Word).**	20 hours
1999	ELEINCA	**Entrenamiento General Mantenimiento Línea 4 (Cracker) Nabisco Venezuela**	24 hours
1998	ELEINCA	**Entrenamiento General Sistema Automático línea 3 (Cracker) Nabisco Venezuela).**	24 hours
1998	Rockwell Automation Allen Bradley	**Mantenimiento, Solución de Problemas e Introducción Programación Avanzada de Familia SLC-500, RSLOGIC500**	40 hours
1996	Covencaucho Ind S.A	**Metrología Básica y Aseguramiento Metrológico**	16 hours
1996	Groupe SCHNEIDER	**Nano Autómata Programable PL7-0 SDAPO**	16 hours

Licensed Industrial Electrical Contractor EC13

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation:

Reference Questionnaire for:
MP Predictive Technologies Inc
(Name of Company Requesting Reference Information)
Albani Pereira
(Name of Individuals Requesting Reference Information)

Name: Saul Graciani
(Evaluator completing reference questionnaire)

Company: Alsip Minimill LLC
(Evaluator's Company completing reference)

Email: Sgraciani@Alsipminimill.com

Telephone: 708-625-0117

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Electrical Maintenance & Testing

Completion Date: 12/07/2021

Project Budget: $22,795.00

Project Number of Days: 2

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Abiltity to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
	TOTAL SCORE OF ALL ITEMS	

MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824
9044292581
sales@mpp-technologies.com
www.mpp-technologies.com

Invoice

BILL TO	SHIP TO
Alsip Mini Mill 13101 S. Pulaski Alsip, Illinois 60803	Alsip Mini Mill 13101 S. Pulaski Alsip, Illinois 60803

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1213272	12/07/2021	$0.00	01/06/2022	Net 30	

PREPARED BY	PURCHASE ORDER	PAYMENT TERMS
Gracyn Best	112789	Net 30

	QTY	RATE	AMOUNT
Electrical Maintenance and Testing MP Predictive Technologies provided a team of field service technicians that performed maintenance and testing according to ANSI/NETA MTS 2019 Maintenance Testing Specifications For Electrical Power Equipment including secondary injection test on the following equipment: - ER-16 - Qty. (8) Allen-Bradley Medium Voltage 2400V Starters - Qty. (8) MULTILIN 369 Motor Protection Management Relays - ER-1 – Sub. 1 & 2 - Qty. (1) Westinghouse Type DB-50, 480V, 1600A Breaker - Qty. (4) Westinghouse Type DB-25, 480V, 600A Breakers - Qty. (1) Westinghouse Type DB-50, 480V, 1600A Breaker - Qty. (5) Westinghouse Type DB-25, 480V, 600A Breakers - ER-10 – Sub 10 & Sub 12 & HV-5 - Qty. (5) General Electric Type AKR Breakers, 480V, 1600A Breakers - Qty. (1) Westinghouse Type DS-632, 480V, 3200A Breaker - Qty. (3) Westinghouse Type DS-416, 480V, 1600A Breakers - Qty. (1) EATON IQDP-4000 - Qty. (5) Westinghouse Type AMPGARD Medium Voltage 2400V Starters - Qty. (2) GE MULTILIN 469 Motor Protective Relays - Qty. (2) GE Type SPM (Synchronous Motor Protection) Relays	1	22,795.00	22,795.00

PAID

Remit to -
MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824

SUBTOTAL	22,795.00
TAX	0.00
TOTAL	22,795.00
PAYMENT	22,795.00
BALANCE DUE	**$0.00**

We appreciate your business and look forward to working with you again soon. If you have any questions about this order, please contact Albani Pereira at (904)707-7510.

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation:

Reference Questionnaire for:
MP Predictive Technologies Inc
(Name of Company Requesting Reference Information)
Albani Pereira
(Name of Individuals Requesting Reference Information)

Name: Beverly Barret
(Evaluator completing reference questionnaire)

Company: Resa Power
(Evaluator's Company completing reference)

Email: beverly.barret@resapower.com

FAX:

Telephone: 863-614-8873

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: New Transformer Testing

Completion Date: 12/07/2022

Project Budget: 508,519.34

Project Number of Days:

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	9
2	Ability to maintain project schedule (complete on-time or early).	9
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	9
5	Professionalism and ability to manage personnel.	9
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	8
8	Abiltity to manage risks and unexpected project circumstances.	8
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	9
10	Overall comfort level with hiring the company in the future (customer satisfaction).	9
	TOTAL SCORE OF ALL ITEMS	90

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation: [redacted]

Reference Questionnaire for:
MP Predictive Technologies Inc
(Name of Company Requesting Reference Information)
Albani Pereira
(Name of Individuals Requesting Reference Information)

Name: Rick Chapple
(Evaluator completing reference questionnaire)

Company: RESA Power Systems
(Evaluator's Company completing reference)

Email: rick.chapple@resapower.com FAX:

Telephone: 904-536-4422

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Transformer Maintenance Testing Completion Date: 06/31/2023

Project Budget: $158,423.00 Project Number of Days: 20

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Abiltity to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
	TOTAL SCORE OF ALL ITEMS	100

Rick Chapple
8/21/23

MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824
9044292581
sales@mpp-technologies.com
www.mpp-technologies.com

Invoice

BILL TO	SHIP TO
Resa Power 8723 Fallbrook Dr, Houston, TX 77064	Resa Power 1401 Mercantile Court Plant City, FL 33563

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1213613	07/10/2023	$158,423.00	08/09/2023	Net 30	

PREPARED BY
Albani Pereira

PURCHASE ORDER
0035061

	QTY	RATE	AMOUNT
Field Service Technicians MP Predictive Technologies provided a team of two (2) field service technicians to perform testing on 29 transformers per NETA standards including: - Doble-power factor - Tan-Delta - TTR - Oil Dielectric Test Submarine cable testing including - Double - Tan-Delta Tests Work described above is to be performed at Guantanamo Base, Cuba. Technicians will be subject to a security background for base access. This price includes all materials, tools, mobilization, equipment and permits necessary to complete the work-scope.	1	151,228.00	151,228.00
Traveling Expenses Hotels = $3,570 Luggage = $2,773 Rental Car = $852	1	7,195.00	7,195.00

Remit to -
MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824

SUBTOTAL	158,423.00
TAX	0.00
TOTAL	158,423.00
BALANCE DUE	**$158,423.00**

We appreciate your business and look forward to working with you again soon. If you have any questions about this order, please contact Albani Pereira at (904)707-7510.

Collier County
Procurement Services Division

What

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation:

Reference Questionnaire for:
MP Predictive Technologies Inc
(Name of Company Requesting Reference Information)

Albani Pereira
(Name of Individuals Requesting Reference Information)

Name: Jerry Davison
(Evaluator completing reference questionnaire)

Company: Gexpro
(Evaluator's Company completing reference)

Email: Jerry.davison@gexpro.com

FAX:

Telephone: 904-838-7004

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Microprocessor Relay Testing

Completion Date: 05/24/2021

Project Budget: $64,144.00

Project Number of Days: 14

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Abiltity to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100

MP Predictive Technologies Inc.
5400 Verna Blvd Unit 6
Jacksonville, FL 32205
9044292581
sales@mpp-technologies.com
www.mpp-technologies.com

Invoice

BILL TO	SHIP TO
Gexpro 7818 Philips Hwy Suite 304 Jacksonville, FL 32256	Guantanamo Bay, Cuba

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	Purchase Order
1213185	05/24/2021	$64,144.00	06/23/2021	Net 30	S130527589

	QTY	RATE	AMOUNT
Description of work MP Predictive Technologies provided one field service technician to perform the following test on Guantanamo Bay units. 1. Secondary injection of (30) Microprocessor based Relays Testing includes verification of relay settings as per coordination studies, and secondary injection test verifying all active relay functions as found per relay. Final job report with all test data results, with confirmation of equipment's approval for continued use of service. Customer is responsible for any site delays caused by defective/faulty equipment, site restrictions or stand downs will be billed separately at MP Predictive Technologies hourly rate of $195 per hour straight time, and $292.5 overtime (after 8 hours, or weekends).			
Traveling Time	28	170.00	4,760.00
Onsite Reg Onsite Work hours x 2 weeks	80	195.00	15,600.00
Onsite OT Work hours x 2 weeks	80	292.50	23,400.00
Expenses x 2 weeks (Meals at per diem rate)	1	672.00	672.00
Quarantine Time	112	170.00	19,040.00
Quarantine Expenses	1	672.00	672.00

Remit to -
MP Predictive Technologies Inc.
1275 Paradise Pond Rd. St Augustine, FL 32092

BALANCE DUE **$64,144.00**

We appreciate your business and look forward to working with you again soon. If you have any questions about this order, please contact Albani Pereira at (904)707-7510.

Collier County
Procurement Services Division

Form 4 Reference Questionnaire
(USE ONE FORM FOR EACH REQUIRED REFERENCE)

Solicitation:

Reference Questionnaire for:
MP Predictive Technologies Inc
(Name of Company Requesting Reference Information)
Albani Pereira
(Name of Individuals Requesting Reference Information)

Name: Terry Carter

Company: Jackson Electric Supply
1502 Jessie St.
Jacksonville, FL 32206

Email: terry.carter@jlesco.com

FAX:

Telephone: +1 (904) 838-2159

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisifed (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/indivdiual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Emergency Breaker inspection and troubleshooting

Completion Date: 07/08/2021

Project Budget: $3,488.00

Project Number of Days: 1

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Abiltity to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
	TOTAL SCORE OF ALL ITEMS	100

MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824
9044292581
sales@mpp-technologies.com
www.mpp-technologies.com

Invoice

BILL TO	SHIP TO
Jackson Electric Supply Company 1502 Jessie St Jacksonville, FL 32206	Jackson Electric Supply Company 1502 Jessie St Jacksonville, FL 32206

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1213204	07/08/2021	$0.00	08/07/2021	Net 30	

PURCHASE ORDER
32763

	QTY	RATE	AMOUNT
Breaker testing MP Predictive Technologies provided a team of field service technicians to inspect and troubleshoot one breaker that was failing for possible replacement.	1	3,488.00	3,488.00

PAID

PAYMENT	3,488.00
BALANCE DUE	**$0.00**

Remit to -
MP Predictive Technologies Inc.
1275 Paradise Pond Rd. St Augustine, FL 32092

We appreciate your business and look forward to working with you again soon. If you have any questions about this order, please contact Albani Pereira at (904)707-7510.

MP Predictive Technologies Inc.
9187 Boggy Creek Rd Unit 1
Orlando, FL 32824
(904) 429-2581
sales@mpp-technologies.com
www.mpp-technologies.com

Recent Current and Projected Workloads of the Firm.

Please see informational list of clients below and examples of projects we have completed with them:

- American Water / Acciona; Gibsonton, Florida

  - Relay modernization project that entailed replacing eleven (11) older GE protection relays to new GE 850 protection relays, including demolition, installation, wiring, field relay testing (hardware testing, measurement and protection accuracy), and startup on all relays, as well as provision of 3 drawings per switchgear (Trifilar, functional, and relay drawings) and provision of engineering documents, drawings, and test reports. Contact: Daniel Siljestrom / dsiljestrom@acciona.com / (813) 539-5341
    Contract dates: June – August 2022
    Size of project: $136,636.09

  - Fall 2022 outage project that entailed performing electrical maintenance on 12 low voltage circuit breakers, 34 medium voltage breaker/multilin relay electrical testing and maintenance, and inspection and electrical testing of 7 power transformers and oil sample analysis.
    Contact: Jose Lopez / jose.lopez@amwater.com / (813) 519-2511
    Contract dates: August 2022
    Size of project: $65,155

- Alsip Minimill LLC; Alsip, Illinois

  - November 2021 planned outage project that entailed maintenance and electrical testing on GE Multilin 369 motor protection management relays, Westinghouse 480V 600-1600A circuit breakers, GE Multilin 469 motor protective relays, and GE Synchronous Motor Protection relays.
    Contact: Saul Graciani / sgraciani@alsipminimill.com / (708) 625-0117
    Contract dates: November 2021
    Size of project: $22,795

- Resa Power; Plant City, Florida

  - Virginia transformer inspection, testing, and installation project.
    Contact: Mike Vila / mike.vila@resapower.com / (813) 598-2525
    Contract dates: September 2022 – December 2022
    Size of project: $508,519.00

  - Circuit breaker trip unit upgrades project that entailed replacement of 40 low voltage circuit breaker trip units, breaker cleaning, and breaker electrical testing.
    Contact: Mike Vila / mike.vila@resapower.com / (813) 598-2525

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Contract dates: April 2022

Size of project: $42,480

- CE Testing/RESA Power: Jacksonville, FL
  - Transformer and medium voltage cable maintenance testing.
    Contact: Rick Chapple rick.chapple@resapower.com / (904) 536-4422
    Contract dates: June 2023
    Sie of project: $158,423
  - Kings Bay SF6 Breaker testing and maintenance. Project consisted of testing nine (9) SF6 breakers, verifying vacuum and adding more gas to proper pressure.
    Contact: Rick Chapple rick.chapple@resapower.com / (904) 536-4422
    Contract dates: August 2023
    Size of project: $18,630.30
- City of Daytona Beach: Daytona Beach, FL
  - VFD Replacement. Project consisted of the removal and replacement of one 400HP Variable Frequency Drive at the Ralph Brennan WTP.
    Contact: Kenneth Williams
    Contract dates: August 2023
    Size of project: $112,500.37
- Cemex: Brooksville, FL
  - Transformer Maintenance. Project consisted of performing predictive, preventive and corrective maintenance of 14 medium voltage transformers including but not limited to cleaning, repairs and testing.
    Contact: Miguel Castañon miguel.hernandezc@cemex.com
    Contract dates: July 10-21 2023
    Size of project: $150,690
- American Water: Gibsonton, FL
  - Breaker Coil and Power Cable Replacement: Replace faulty coils on two circuit breakers as a part of corrective maintenance.
    Contact: Jose Lopez
    Projected dates: 08/24/2023
    Size of project: $11,670
- American Water: Gibsonton, FL
  - Relay modernization Phase Two: Relay modernization project that consists of replacing eleven (11) older GE protection relays to new GE 850 protection relays, including demolition, installation, wiring, field relay testing (hardware testing, measurement and protection accuracy), and startup on all relays, as well as provision of 3 drawings per switchgear (Trifilar, functional, and relay drawings) and provision of engineering documents, drawings, and test reports.
    Contact: Daniel Siljestrom
    Projected dates: December 2023
    Size of project: $150,000

- Clarios: Tampa, FL
  - Power feeders and breaker replacement.
    Contact Fred Dotson
    Projected dates: November 2023
    Size of the project: $309,000

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- RESA Power: Tampa, FL
  - Medium voltage cable terminations and testing. Projects consists of performing cable terminations of new medium voltage power cables and testing them following the completion of the terminations to verify proper operation.
    Contact: Quentin Gudeman
    Projected dates: October 2023
    Size of the project: $25,817.36

- Sofidel America Corp.:
  - Medium voltage variable frequency drive replacement. Project will consist of providing, installing, programming, startup and commissioning of one new medium voltage Vacon varible frequency drive.
    Contact: Gilberto Zuniga
    Projected dates: January 2024
    Size of the project: $219,825.24

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

MP Predictive Technologies Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

9187 Boggy Creek Rd Unit 1

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32824

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	0	9	2	6	7	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 02/20/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amanda Nogues
Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	PHONE (A/C, No, Ext): (305)595-3323 FAX (A/C, No): (305)595-7135 E-MAIL ADDRESS: amanda@easterninsurance.net

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MP Predictive Technologies, Inc 9187 Boggy Creek Road Unit 1 Orlando FL 32824	INSURER A: Great American E & S Insurance Co	37532
	INSURER B: AmGUARD Insurance Company	
	INSURER C: Insurance Company of the West	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 2022-2023 (2023) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PL E775676-01	09/22/2022	09/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MPAU320744	09/22/2022	09/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			XS E775677-01	09/22/2022	09/22/2023	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL-5063559-01	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
MP PREDICTIVE TECHNOLOGIES, INC

Filing Information

Document Number	P18000053509
FEI/EIN Number	83-0926717
Date Filed	06/14/2018
Effective Date	06/10/2018
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/16/2022
Event Effective Date	NONE

Principal Address

9187 Boggy Creek Rd
Unit 1
ORLANDO, FL 32824

Changed: 04/04/2023

Mailing Address

9187 BOGGY CREEK RD
Unit 1
ORLANDO, FL 32824

Changed: 09/30/2021

Registered Agent Name & Address

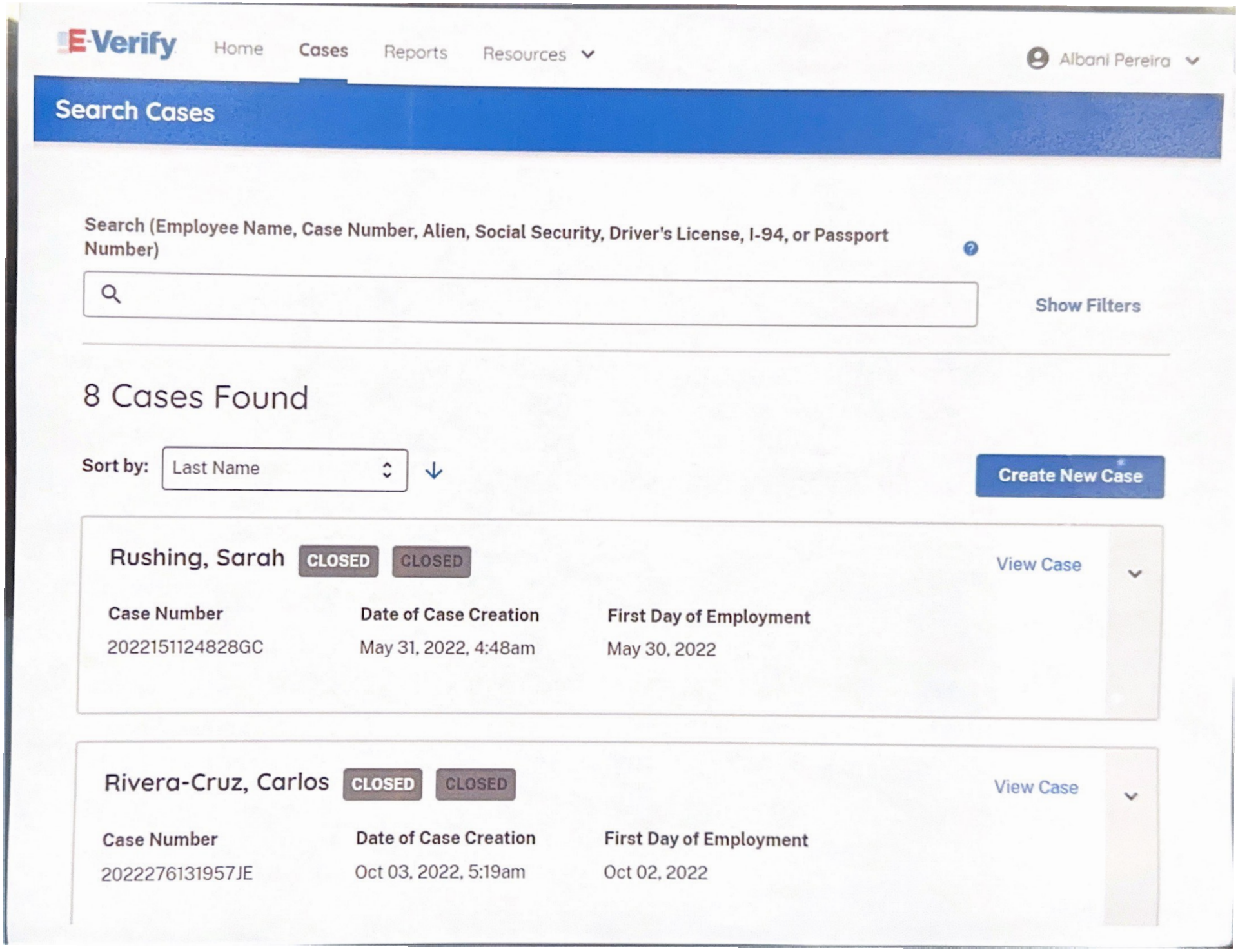
MANAURE, NELSON D
10734 BELLE MAISONS DR
Orlando, FL 32832

Address Changed: 02/28/2023

Officer/Director Detail

Name & Address

Title VP


E-Verify
Home
Cases
Reports
Resources
Albani Pereira
Search Cases
Search (Employee Name, Case Number, Alien, Social Security, Driver's License, I-94, or Passport Number)
Show Filters
8 Cases Found
Sort by:
Last Name
Create New Case
Rushing, Sarah
CLOSED
CLOSED
View Case
Case Number
202215112482 8GC
Date of Case Creation
May 31, 2022, 4:48am
First Day of Employment
May 30, 2022
Rivera-Cruz, Carlos
CLOSED
CLOSED
View Case
Case Number
20222761319 57JE
Date of Case Creation
Oct 03, 2022, 5:19am
First Day of Employment
Oct 02, 2022

Collier County
Procurement Services Division

Email: Juan.Delgado@colliercountyfl.gov
Telephone: (239) 252-8944

Addendum 1

Date: August 22, 2023

From: Juan Delgado, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1: 22-8056 High-Medium Voltage Electrical Services

The following changes are made to the above-mentioned Collier County solicitation:

Change 1. Updated Terms & Conditions
Please see the updated **PO Terms and Conditions Rev3.pdf** document
Removed: ~~**PO Terms and Conditions_12182013.pdf**~~ document

Change 2. The bid due date and Q & A deadline have been extended as follows:

BID OPENING DAY/DATE/TIME:
~~TUESDAY, AUGUST 22, 2023. AT 3:00 PM EST~~ TUESDAY, SEPTEMBER 5, 2023, AT 3:00 PM EST

QUESTION & ANSWER DEADLINE:
~~TUESDAY, AUGUST 15, 2023, AT 5:00 PM EST~~ TUESDAY, AUGUST 29, 2023, AT 5:00 PM EST

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above-referenced solicitation.

(Signature) 09/05/23 Date

MP Predictive Technologies inc.
(Name of Firm)

Collier County
Procurement Services Division

Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 21st day of August, 2023 in the County of orange, in the State of florida. Ut

Firm's Legal Name:	MP Predictive Technologies Inc.
Address:	9187 Boggy Creek Rd STE 1
City, State, Zip Code:	Orlando, FL 32824
Florida Certificate of Authority Document Number	
Federal Tax Identification Number	83-0926717
*CCR # or CAGE Code *Only if Grant Funded	Cage code: 8MW05
Telephone:	(904) 707-7510
Email:	apereira@mpp-Technologies.com
Signature by: (Typed and written)	Albani Pereira
Title:	Business Development Manager.

VALISSIA THOMAS
MY COMMISSION # HH 426152
EXPIRES: July 26, 2027

STATE OF FLORIDA COUNTY OF orange
The foregoing instrument was acknowledged before me this 21st day of August, 2023, by Albani Dardelamanaure.
Personally Known ___ OR Produced Identification ✓
Type of Identification Produced fl Driver license

Additional Contact Information

Send payments to: (required if different from above)
Company name used as payee: MP Predictive Technologies INC.
Contact name: Albani Pereira
Title: Business Development Manager.
Address: 9187 Boggy Creek Rd Ste 1
City, State, ZIP: Orlando, FL 32824
Telephone: (904) 707-7510
(407) 286-0278
Email: apereira@mpp-technologies.com

Office servicing Collier County to place orders (required if different from above)
Contact name:
Title:
Address:
City, State, ZIP:
Telephone:
Email:

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
MP Predictive Technologies	83-0926717	

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		IS THE ACTIVITY OF THIS CONTRACT...	
	VETERAN Y (N)	CONSTRUCTION ? (Y) N	
	DBE? Y (N)	CONSULTATION? (Y) N	
	MBE? Y (N)	OTHER? Y N	
	WBE? Y (N)		
	SDB BA? Y (N)		
IS THIS SUBMISSION A REVISION?	Y (N)	IF YES, REVISION NUMBER_____	

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Albani Pereira	02/19/24	Business Development manager
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
apereira@mpp-technologies.com	904-707-7510	

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name

MP Predictive Technologies Inc.

Doing Business As (DBA) Name

Company ID

1775053

Enrollment Date

Jan 06, 2022

Employer Identification Number (EIN)

830926717

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

9187 Boggy Creek Rd
Ste #1
Orlando, FL 32824

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services





Detail by Entity Name

Florida Profit Corporation
MP PREDICTIVE TECHNOLOGIES, INC

Filing Information

Document Number	P18000053509
FEI/EIN Number	83-0926717
Date Filed	06/14/2018
Effective Date	06/10/2018
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/16/2022
Event Effective Date	NONE

Principal Address

9187 Boggy Creek Rd
Unit 1
ORLANDO, FL 32824

Changed: 04/04/2023

Mailing Address

9187 BOGGY CREEK RD
Unit 1
ORLANDO, FL 32824

Changed: 09/30/2021

Registered Agent Name & Address

MANAURE, NELSON D
10734 BELLE MAISONS DR
Orlando, FL 32832

Address Changed: 02/28/2023

Officer/Director Detail

Name & Address

Title VP

PEREIRA, FLOR
10734 BELLE MAISONS DR
ORLANDO, FL 32832

Title President

Manaure Abreu, Nelson D
10734 Belle Maisons Dr
Orlando, FL 32824

Annual Reports

Report Year	Filed Date
2023	02/28/2023
2023	03/21/2023
2023	04/04/2023

Document Images

06/27/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/04/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/21/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
09/16/2022 -- Amendment	View image in PDF format
02/27/2022 -- ANNUAL REPORT	View image in PDF format
03/07/2021 -- ANNUAL REPORT	View image in PDF format
03/22/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
06/14/2018 -- Domestic Profit	View image in PDF format

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC0000735 ISSUED: 08/13/2024
CERTIFIED ELECTRICAL CONTRACTOR
SIMMONDS, EUGENE B
SIMMONDS ELECTRICAL OF NAPLES INC.

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD

LICENSE NUMBER: EC0000735 **EXPIRATION DATE: AUGUST 31, 2026**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIMMONDS, EUGENE B
SIMMONDS ELECTRICAL OF NAPLES INC.
8941 QUALITY RD
BONITA SPRINGS FL 34135-7000

ISSUED: 08/13/2024

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

DEMPSEY, PATRICK

ELECTRICAL ENGINEERING ENTERPRISES, INC
5316 HENRY AVE
TAMPA FL 33610

LICENSE NUMBER: EC13012154

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 08/10/2024

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CAO

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

SALCEDO, JESUS MISAEL

12B ELECTRIC
1275 PARADISE POND ROAD
SAINT AUGUSTINE FL 32092

LICENSE NUMBER: EC13010002

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 06/15/2024

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Executive Summary

Recommendation to authorize the Chairman to sign a Memorandum of Agreement between the Florida Division of Emergency Management and Collier County to accept the transfer of a Tiger Dam flood barrier system.

OBJECTIVE: To accept a Memorandum of Agreement between the Florida Division of Emergency Management and Collier County Emergency Management for the State's equipment to aid in and support the protection of critical infrastructure in Collier County from storm surge and/or floodwaters.

CONSIDERATIONS: Collier County is a coastal county and is prone to flooding from storm surge and flash flooding. Due to the strength and size of Hurricane Milton, Collier County received significant impacts from storm surge. FDEM acquired equipment to assist with mitigating storm surge within the State of Florida. During Hurricane Milton, the Collier County Emergency Management Division submitted a State Mission requesting the deployment of Tiger Dam resources. The package received included three (3) 24'' Tiger Dam kits, one (1) Sump Pump, concrete anchors, and earth anchors. FDEM has agreed to pursue an MOA for these resources to remain in Collier County. The EOC will work with county divisions and departments, municipalities, and other key partners to utilize these resources for future storm surge-related protective actions.

FISCAL IMPACT: Collier County agrees to be fully responsible for the maintenance, repair, and any other costs associated with the equipment upon the effective date of this agreement, not to exceed $200.00 annually from its operating funds.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires a majority vote for Board approval. -JAK

RECOMMENDATIONS: To authorize the Chairman to sign a Memorandum of Agreement between the Florida Division of Emergency Management and Collier County to accept the transfer of a Tiger Dam flood barrier system.

PREPARED BY: Dan E. Summers, Director of Emergency Management

ATTACHMENTS:

1. memorandum of agreement
2. Collier County MOA Attachment - Milton Tiger Dam Kits

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE COLLIER COUNTY FOR THE TRANSFER OF TIGER DAMS

This Memorandum of Agreement ("Agreement"), effective as of the date of the last signature below ("Effective Date"), is between the STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT ("FDEM") and the Collier County to transfer ownership and possession of the Tiger Dams ("Equipment") delineated in the attached Appendix ("Appendix") from the FDEM to the Collier County.

WHEREAS, the FDEM purchased and acquired this Equipment to aid in the State of Florida's Disaster response to Hurricane MILITON;

WHEREAS, the FDEM and the Collier County must enter into this Agreement to transfer ownership and possession of this Equipment; and

NOW THEREFORE, comes the FDEM and the Collier County, referred herein individually as "Party" and collectively as "Parties", to set forth the terms and conditions of this Agreement.

I) PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to memorialize the transfer of ownership and possession of the Equipment from the FDEM to the Collier County. This Agreement shall be finalized upon the Effective Date of the last signature.

II) EQUIPMENT TRANSFERRED

The FDEM will transfer ownership and possession of the Equipment listed in the attached Appendix to the Collier County.

III) COLLIER COUNTY'S RESPONSIBILITIES

a. The FDEM shall deliver the Equipment in "as-is" condition, and the Collier County shall accept the Equipment in such condition.

b. The Collier County expressly agrees to be fully responsible for the maintenance, repair, and any other costs associated with the Equipment upon the Effective Date of this Agreement. Upon the Effective Date of this Agreement, the FDEM hereby relinquishes any responsibility, financial or otherwise, for the Equipment.

IV) WARRANTY AND LIMITATION OF LIABILITY

THE FDEM MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY PARTICULAR RESULT.

In no event shall the FDEM be liable to the Collier County for any indirect, incidental, special, punitive, or consequential damages, arising from or in connection with this Agreement and regardless of the cause of action or theory of law asserted.

V) INDEMNIFICATION

The Collier County agrees to indemnify, defend, and hold the FDEM harmless, from any and all liabilities, demands, damages, costs and expenses (including reasonable attorneys' fees and court costs) arising from any third-party suits or claims to the extent based upon or resulting from the Collier County 's use of the Equipment provided pursuant to this Agreement.

VI) COMPLIANCE WITH LAWS

The Parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement. Each Party is responsible for its own compliance with this Agreement.

VII) MISCELLANEOUS

a. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.

b. The Parties agree that nothing in this Agreement serves to create an employer-employee and/or an agency relationship between the FDEM and the Collier County

c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.

d. Any modification of this Agreement or additional obligation assumed by either Party with regard to this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each Party.

e. Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by and between the Parties to this Agreement, shall be incorporated by written instrument and effective when executed and signed by all Parties to this Agreement.

f. This Agreement shall not be construed against either Party and shall be deemed to have been drafted by both Parties.

g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

h. This Agreement, upon the Effective Date, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

i. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the terms and conditions of this Agreement are accepted by both Parties.

Collier County

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

Approved as to form and legality

Jeffrey A. Klatzkow, County Attorney

ATTACHMENT A – EQUIPMENT IDENTIFICATION

(Please attach one (1) equipment identification page per item)

EQUIPMENT	INFORMATION
Name/Description	Tiger Dam and Associated Equipment
Manufacturer	U.S. Flood Control
Model #; Year Assembled	N/A, see notes
VIN #	N/A
License Plate #	N/A
Serial #	N/A
FDEM Property ID # (CA or EM Tag #)	N/A
EM Fleet Admin #	
EM Fleet Complete #	
Additional Notes/Information	
3 24'' Tiger Dam kits **1 Sump Pump** **Concrete anchors and earth anchors**	

Executive Summary

Recommendation to approve a Memorandum of Understanding (MOU) between Collier County and the Florida Division of Emergency Management to install a low-power gap radar station for local real-time weather data.

OBJECTIVE: To establish an understanding between the County's Division of Emergency Management and the Florida Division of Emergency Management (FDEM) for the State's purchase and installation of a low-power gap-filling weather radar unit under a State-wide funding appropriation known as the Saas Based Hyperlocal Weather Radar Coverage, project number 3112.

CONSIDERATIONS: The low-power radar units are needed to improve hyper-local weather information around the State. FDEM will purchase and install the units through its approved vendor referenced as StormQuant® or similar weather observation products. FDEM will manage all operating and maintenance costs for three years after installation. Such stations which may include cameras will be for the sole purpose of atmospheric data collection and atmospheric observation only.

The County's Emergency Management Division and FDEM will work with partner agencies such as the Marco Island Fire Department, County Airports, and others for mutually agreeable placement. The Emergency Management Division recognizes that more precise local weather observations are needed to aid in all-hazard response and evaluation of protective action recommendations during times of local emergency.

FISCAL IMPACT: An amount not to exceed $1,800 annually will be payable by the County beginning at year four. This cost will be reimbursable from the annual EMPA Grant Agreement, Public Safety Grant fund (1833).

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for Board approval. –JAK

RECOMMENDATIONS: To approve a Memorandum of Understanding (MOU) between Collier County and the Florida Division of Emergency Management to install a low-power gap radar station for local real-time weather data.

PREPARED BY: Dan E. Summers, Director of Emergency Management

ATTACHMENTS:

1. MOU Gap Radar FDEM.pdf CAO approved

MEMORANDUM OF AGREEMENT FOR INSTALLATION OF STORMQUANT WEATHER RADAR SYSTEMS BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND COLLIER COUNTY EMERGENCY MANAGEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the **Florida Division of Emergency Management** ("FDEM"), 2555 Shumard Oak Boulevard, Tallahassee, FL, and **Collier County Emergency Management** ("Recipient").

WHEREAS, during the 2023 Florida Legislative Session, Specific Appropriations Project #3112 within Senate Bill 2500 appropriated $2,000,000.00 in nonrecurring funds from the General Revenue Fund for the "Emergency Operations Support – Saas-Based Hyperlocal Weather Radar Coverage" to the FDEM; and

WHEREAS, the purpose of this appropriation was to provide FDEM and emergency management partners with funding to obtain weather radar equipment that can capture hyper-local, real-time weather data in strategic locations which will provide critical information to assist in the deployment of resources to impacted areas during times of severe weather; and

WHEREAS, FDEM has contracted with StormQuant, Inc., for the lease, installation, and maintenance of weather radar equipment to collect such data in designated locations throughout the state for three (3) years; and

WHEREAS, FDEM has coordinated with the counties where the weather radar equipment will be installed; and

WHEREAS, StormQuant, Inc., technicians require physical access to the equipment installation sites to install the weather radar equipment, which requires commercial power sources;

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties agree to the following terms:

1. Recipient shall allow access to the installation site(s) to StormQuant, Inc., technicians at all times and shall notify FDEM and StormQuant, Inc., of a primary and secondary point of contact for coordination for location access by email prior to installation. Recipient shall notify FDEM and StormQuant, Inc., in writing immediately of any changes in the primary and/or secondary contacts.

2. FDEM shall pay for the lease and maintenance costs of the weather radar equipment for three (3) years following its installation by StormQuant, Inc.

3. Recipient expressly shall be fully responsible for providing a 120V commercial power outlet dedicated to providing power to the weather radar equipment.

CAO

Recipient shall pay all fees and charges associated with installing and maintaining the outlet and shall pay all utility power charges incurred as a result of operation of the equipment.

4. Recipient may opt to provide StormQuant, Inc., ethernet or fiber commercial internet lines to the weather radar equipment for data transmission at Recipient's sole expense.

5. Recipient shall use the weather radar equipment and associated software license for its intended purpose.

6. Recipient shall be responsible for complying with any permitting requirements required by local or county ordinances governing installation of equipment on towers or buildings.

7. Recipient shall immediately notify FDEM and StormQuant, Inc., of any accidental or purposeful damage to the radar or mounting infrastructure.

8. All notices provided under or pursuant to this MOA shall be in writing, and sent via certified mail return receipt requested, along with a courtesy copy via electronic mail, to the representatives and addresses identified below:

For FDEM:

Amy Godsey, Chief State Meteorologist
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
850-519-8483
Amy.Godsey@em.myflorida.com

For Recipient

Dan E. Summers, Director
Collier County Emergency Management
8075 Lely Cultural Parkway- Suite 442
Naples, FL 34113
239-252-3600
Dan.Summers@colliercountyfl.gov

9. Term
   a. This MOA is effective beginning on the date that all necessary parties have signed this MOA, and this MOA shall continue in full force and effect for three (3) years from the date of installation of the weather radar equipment.

   b. If the weather radar equipment ceases operation or is destroyed by an accident not otherwise covered by StormQuant, Inc., the Recipient is not

CAO

obligated to replace the radar equipment and the MOA shall be void unless the parties agree otherwise.

10. The Recipient shall allow StormQuant, Inc., to demobilize any equipment owned by StormQuant, Inc., at the end of the three years following installation. This provision shall survive expiration or termination of the MOA.

11. StormQuant, Inc., and the Recipient may mutually agree and enter into a contract to provide a continuation of services of the weather radar equipment following the end of the three years following installation. This provision shall survive expiration or termination of the MOA.

12. Miscellaneous
    a. This MOA shall be governed by the laws of the State of Florida; venue to settle any disputes arising under it shall be in Leon County, Florida.

    b. The Parties agree that nothing in this MOA serves to create an employer-employee relationship between FDEM and Recipient.

    c. This MOA creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.

    d. Any modification of this MOA or additional obligation assumed by either Party regarding this MOA shall be binding only if evidenced in writing signed by an authorized representative of each Party.

    e. Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOA.

    f. This MOA shall not be construed against either Party and shall be deemed to have been drafted by both Parties.

    g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

    h. This MOA, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOA.

    i. This MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same MOA.

CAO

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

AGENCY- Board of County Commissioners

By:_____
Chris Hall, Chairman

_____
Date

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By:_____
Kevin Guthrie, Executive Director
Or designee

_____
Date

ATTEST:

CRYSTAL K. KINZEL, Clerk

By: _____

Approved as to form and legality:

_____
Carly Jeanne Sanseverino CJS
Assistant County Attorney

CAO

Addendum

Proof of installation of the weather radar equipment/Weather Station(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

Serial Number	Address

CAO

Executive Summary

Recommendation to approve and authorize the Chairman to sign the First Amendment to the subrecipient agreement between Collier County and Collier County Community Redevelopment Agency (Immokalee) to amend Community Development Block Grant Agreement #CD24-02 to allow for Phase I activities.

OBJECTIVE: To support the residents of Immokalee by planning public infrastructure activities to effectively meet the needs of our Collier County citizens.

CONSIDERATIONS: The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program funds locally defined requests for program specific needs in the community and infrastructure improvements. Every five years the County is required to submit a Consolidated Plan to HUD outlining the goals and activities to be undertaken with HUD entitlement funds over the five-year period as well as Annual Action Plans.
On June 22, 2021, the Board of County Commissioners (Board) approved the County's Five-Year Consolidated Plan for the use of entitlement funds for Program Years (PY's) 2021-2025 (Agenda Item #16.D.7). As part of the County's 5-year Consolidated Plan, the Community and Human Services (CHS) Division is required to adopt and submit an Annual Action Plan each year.

On September 10, 2024 (Agenda Item #16. D.3), the Board of County Commissioners (Board) approved the CDBG Subrecipient Agreement with Collier County Community Redevelopment Agency (Immokalee). The agreement established $1,001,371.00 in funding for the construction portion of the First Street Pedestrian Safety Improvement Project.

Upon receiving the 60% design plans from the consultant, plans revealed several improvements located outside of the Right-of-Way (ROW) on private property on the east side of the corridor. To mitigate the risk, staff and the consultant determined that splitting the design into two segments is a risk-averse approach

The proposed First Amendment will revise the agreement by:

1. Adding Phase I language into the scope of work and throughout the agreement to add clarity.
2. Reduce the overall budget from $1,001,371.00 to $401,371.00 to support the Phase I Construction timeline.
3. Revise the period of performance from 4/30/2026 to 10/31/2025 to allow the Collier County Community Redevelopment Agency (Immokalee) to complete the Phase I construction portion of the First Street Pedestrian Safety Improvement Project.
4. Revise the notice section of the agreement
5. Revise Exhibit C to add Phase I Language into the outcomes for clarity.

FISCAL IMPACT: This action has no new fiscal impact. The funding source for the award is the CDBG grant and is budgeted in Housing Grant Fund (1835) Projects 33915, 33855, 33823, and 33763.

GROWTH MANAGEMENT IMPACT: This item has no impact on the Housing Element of the Growth Management Plan of Collier County.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires a majority vote for Board adoption. (HFAC)

RECOMMENDATIONS: To approve and authorize the Chairman to sign the First Amendment to the subrecipient agreement between Collier County and Collier County Community Redevelopment Agency (Immokalee) to amend Community Development Block Grant Agreement #CD24-02 to allow for Phase I activities.

PREPARED BY: Melissa Juarez, Grants Coordinator, Community & Human Services Division

ATTACHMENTS:

1. CD24-02 First Amendment 11-18-24 initialed
2. CD24-02 Immokalee CRA Pedestrian Safety- Executed at 9.10.24 BCC Meeting

FAIN #	B-24-UC-12-0016 B-23-UC-12-0016 B-22-UC-12-0016 B-21-UC-12-0016
Federal Award Date	10/2024
Federal Award Agency	HUD
CFDA Name	Community Development Block Grant
CFDA/CSFA#	14.218
Total Amount of Federal Funds Awarded	~~$1,001,371.00~~$401,371.00
Subrecipient Name	Collier County Community Redevelopment Agency (Immokalee)
UEI#	JWKJKYRPLLU6
FEIN	59-6000558
R&D	NA
Indirect Cost Rate	NA
Period of Performance	10/1/2024-~~4/30/2026~~ 10/31/2025
Fiscal Year End	9/30
Monitor End:	~~12/2031~~ 10/2030

FIRST AMENDMENT TO
AGREEMENT BETWEEN COLLIER COUNTY
AND
Collier County Community Redevelopment Agency (Immokalee)
CDBG Grant Program – Construction

THIS AMENDMENT is made and entered into this ___ day of _____ 2024, by and between Collier County, a political subdivision of the State of Florida, ("COUNTY") having its principal address at 3339 Tamiami Trail East, Suite 213, Naples FL 34112, and Collier County Community Redevelopment Agency (Immokalee) ("SUBRECIPIENT"), a Community Redevelopment Organization having its principal office at 750 South 5th Street, Suite C, Immokalee, FL 34142.

RECITALS

WHEREAS, the COUNTY has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a grant to execute and implement a Community Development Block Grant (CDBG) Program in certain areas of Collier County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the Board of County Commissioners of Collier County ("Board") approved the Collier County Consolidated Plan – One-year Action Plan for Federal Fiscal Year 2024-2025 for the CDBG Program with Resolution 2024-138 on July 23, 2024– Agenda Item 16.D.4 ; and

WHEREAS, in accordance with HUD regulations and the Collier County Consolidated Plan concerning the preparation of various Annual Action Plans, the COUNTY advertised the 2024-2025 Annual Action Plan, on June 17, 2024, with a 30-day Citizen Comment period from July 3, 2024 to August 3, 2024; and

WHEREAS, the SUBRECIPIENT has submitted a proposal for participation in the Collier County CDBG program; and

WHEREAS, the COUNTY and SUBRECIPIENT wish to set forth the responsibilities and obligations of each in undertaking the CDBG project – (CD24-02) First Street Corridor Pedestrian Safety - Construction.

WHEREAS, on September 10, 2024, Agenda Item 16.D.3, the COUNTY entered into an Agreement (the "Agreement") with SUBRECIPIENT which set forth the responsibilities and obligations of each in undertaking the CDBG project – (CD24-02) First Street Corridor Pedestrian Safety - Construction and

WHEREAS, the parties wish to amend the agreement to incorporate Phase I language, reduce time the period of performance, and reduce the Federal Funding amount to support the reduction in activities.

NOW, THEREFORE, in consideration of foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree to amend the Agreement as follows.

1. Sections 1.2, 1.3, 1.4, and 1.8 are hereby amended as follows:

Words Struck Through are deleted; Words <u>Underlined</u> are added.

* * *

PART I
SCOPE OF WORK

SUBRECIPIENT shall, in a satisfactory and proper manner and consistent with any standards required as a condition of providing CDBG assistance as provided herein and, as determined by Collier County Community and Human Services (CHS) Division, perform the tasks necessary to conduct the program as follows:

Project Name: First Street Corridor Pedestrian Safety - Construction

Description of project and outcome: CHS, as an administrator of the CDBG program, will make available FY 2021-2022, FY 2022-2023, FY 2023-2024 and FY 2024-2025 CDBG funds up to the gross amount of ~~$1,001,371.00~~<u>$401,371.00</u> to Collier County Redevelopment Agency

(Immokalee) to fund Phase I construction of the First Street Corridor Pedestrian Safety Construction project, to include lighting and crosswalk signals, in Immokalee, FL. Phase 1 addresses the southern segment without right-of-way encroachments.

Project Component One: Complete First Street Corridor Pedestrian Safety Phase I Construction project including all labor, design, construction, permitting, materials, freight charges, and all other costs and fees.

1.2 PROJECT DETAILS

A. Project Description/Project Budget

Description	Federal Amount
Project Component 1: Complete First Street Corridor Pedestrian Safety Phase I Construction project including all labor, design, construction, permitting, materials, freight charges, and all other costs and fees.	~~$1,001,371.00~~$401,371.00
Total Federal Funds:	~~$1,001,371.00~~$401,371.00

D. Payment Deliverables

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
Project Component 1: Project Component 1: Complete the First Street Corridor Pedestrian Safety Phase I Construction project including all labor, design, construction, permitting, materials, freight charges, and all other costs and fees.	Supporting documents must be provided as backup, as evidenced by SAP supporting documentation, proof of payment to contractors, AIA, Schedule of Values, and any other documentation as needed. 10% retainage will be withheld with each request for payment and will be released upon completion of activities and final closeout monitoring.	Payment requests due within 30 days of the prior month end.

Final 10 percent retainage will be paid upon completion of final monitoring clearance and documentation of meeting the National Objective. SUBRECIPIENT'S failure to achieve the National Objective will require repayment of the CDBG investment under this Agreement.

1.3 PERIOD OF PERFORMANCE

SUBRECIPIENT services shall begin on October 1, 2024 and shall end on ~~April 30, 2026~~ October 31, 2025, unless terminated earlier in accordance with provisions of Paragraph 3.8, Defaults, Remedies, and Termination. Any Funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

The County Manager or designee may extend the term of this Agreement for a period of up to 180 days after the end of the Agreement, following receipt of SUBRECIPIENT's written request submitted at least 30 days prior to agreement period of performance end date. Extensions must be authorized, in writing, by formal letter to the SUBRECIPIENT.

1.4 AGREEMENT AMOUNT

The COUNTY agrees to make available ~~ONE MILLION ONE THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS AND ZERO CENTS ($1,001,371.00)~~ FOUR HUNDRED AND ONE THOUSAND THREE HUNDRED AND SEVENTY-ONE DOLLARS AND ZERO CENTS ($401,371.00). for use by SUBRECIPIENT during the term of the Agreement (hereinafter, shall be referred to as the "Funds").

Modification to the Budget and Scope may only be made if approved in advance. Budgeted Fund shifts among line items may be approved administratively by CHS for up to 10 percent (10%) of the total funding agreement and shall not signify a change in scope. Fund shifts that exceed 10 percent (10%) shall require formal amendment and approval by the Board of County Commissioners (Board).

1.8 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Either party may change the address to which notices are to be sent to it by giving written notice of such change to the other party in the manner herein provided for giving notice. Any notice, request, instruction, or other document delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY	ATTENTION: ~~Zuleyka Garay~~ Melissa Juarez Grant Coordinator I Collier County Government Community and Human Services Division 3339 Tamiami Trail East, Suite 213 Naples, Florida 34112 Email:~~Zuleyka.Garay@colliercountyfl.gov~~ Melissa.Juarez@colliercountyfl.gov Telephone: (239) 252-2590
SUBRECIPIENT	ATTENTION: John Dunnuck, III, Executive Director Collier County Community Redevelopment Agency 750 South 5th Street, Suite C Immokalee, Florida 34142 Email: John.Dunnuck@colliercountyfl.gov Telephone: (239) 252-8846

ATTENTION: Christie Betancourt, ~~Program Manager~~ Assistant Division Director
Collier County Community Redevelopment Agency (Immokalee)
750 South 5th Street, Suite C
Immokalee, Florida 34142
Email: Christie.Betancourt@colliercountyfl.gov
Telephone: (239) 285-7647

2. Exhibit C is hereby amended as set forth in Exhibit C attached hereto and incorporated herein.

3. Except as set forth herein, the Agreement remains in full force and effect.

Remainder of Page Intentionally Left Blank

(Signature Page to Follow)

* * *

IN WITNESS WHEREOF, the SUBRECIPIENT and COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
, Deputy Clerk

AS TO COUNTY:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, CHAIRPERSON

Date: _____

ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
, Deputy Clerk

AS TO SUBRECIPIENT:

COLLIER COUNTY COMMUNITY
REDEVELOPMENT AGENCY (IMMOKALEE)

By: _____
CRA Board Chair

Date: _____

[Please provide evidence of signing authority]

Approved as to form and legality:

_____ HFAC 11-18-24
Heidi Ashton-Cicko
Managing County Attorney

Date: _____

EXHIBIT C
QUARTERLY PERFORMANCE REPORT DATA

The COUNTY is required to submit Performance Reports to HUD through the Integrated Disbursement and Information System (IDIS). The COUNTY reports information on a quarterly basis. To facilitate in the preparation of such reports, SUBRECIPIENT shall submit the information contained herein within ten (10) days of the end of each calendar quarter. At COUNTY's discretion, SUBRECIPIENT may be required to enter the information collected on this exhibit into an online grant management system.

Subrecipient Name: **Collier County Community Redevelopment Agency (Immokalee)**	Date:
Project Title: First Street Corridor Pedestrian Safety-Construction	IDIS #:
Program Contact:	Telephone Number:

Activity Reporting Period	Report Due Date
October 1st – December 31st	January 10th
January 1st – March 31st	April 10th
April 1st – June 30th	July 10th
July 1st – September 30th	October 10th

REPORT FOR QUARTER ENDING: (check one that applies to the corresponding grant period):
☐ 12/31/20XX ☐ 3/31/20XX ☐ 6/30/20XX ☐ 9/30/20XX Final __/__/20__

Please note: The HUD Program year begins October 1, 20XX – September 30, 20XX. Each quarterly report must include cumulative data beginning from the start of the program year October 1, 20XX.

1.	Please list the outcome goal(s) from your approved application and SUBRECIPIENT Agreement and indicate your progress in meeting those goals since October 1, 20XX.		
a.	Outcome Goals: list the outcome goal(s) from your approved application and SUBRECIPIENT Agreement		
	Outcome 1: Procurement/Bid Package completed and submitted for review and approval prior to publication.		
	Outcome 2: Complete Phase I construction of the First Street Corridor Pedestrian Safety project.		
	Outcome 3: Document Achievement of the LMA National Objective.		
b.	Goal Progress: Indicate the progress to date in meeting each outcome goal.		
	Outcome 1:		
	Outcome 2:		
	Outcome 3:		
2.	Is this project still in compliance with the original project schedule: Yes ☐ No ☐		
	If No, Explain:		
3.	Since October 1, 20XX; of the persons assisted, how many… Answer ONLY for Public Facilities & Infrastructure Activities *03 Matrix Codes		
	a.	…now have new access (continuing) to this service or benefit?	0
	b.	…now have improved access to this service or benefit?	0
	c.	…now receive a service or benefit that is no longer substandard?	0
		Total	**0**

4.	What funding sources did the SUBRECIPIENT apply for this period?			
	Section 108 Loan Guarantee	$	CDBG	$
	Other Consolidated Plan Funds	$	HOME	$
	Other Federal Funds	$	ESG	$
		$	HOPWA	$

	$	**Total Entitlement Funds**	$

5.	What is the total number of UNDUPLICATED Persons (LMC) or Households (LMH) served this QUARTER, if applicable? Answer question 5a or 5b; **NOT** both For LMC activities: people, race/ethnicity, and income data are reported by persons. For LMH activities: households, race/ethnicity, and income level are reported by households, regardless the number of persons in the household.			
	a.	Total No. Persons/Adults served (LMC)	0	Total No. persons served under 18 (LMC)	0
		Quarter Total No. of Persons	0	Quarter Total No. of Persons	0
	b.	Total No. of Households served	0	Total No. of female head of household (LMH)	0

6.	What is the total number of UNDUPLICATED clients served since October, if applicable? Answer question 6a or 6b, NOT both For LMC activities: race/ethnicity and income data are reported by persons.				
	a.	Total No. Persons/Adults served (LMC)	0	Total No. Persons served under 18 (LMC)	0
		YTD Total:	**0**	**YTD Total**	**0**
	b.	Total No. Households served (LMH)	0	Total No. female head of household (LMH)	0
		YTD Total	**0**	**YTD Total**	**0**

Complete EITHER question 7 or 8, **NOT** both
Complete question **7a and 7b** if your program only serves clients in one or more of the listed HUD Presumed Benefit categories.

7.	PRESUMED BENEFICIARY DATA ONLY: (LMC) Quarter				PRESUMED BENEFICIARY DATA ONLY (LMC) YTD		
	Indicate the total number of *UNDUPLICATED* persons served this quarter who fall into each presumed benefit category *(the total should equal the total in question #6a or 6b)*:				Indicate the total number of *UNDUPLICATED* persons served since October 1 who fall into each presumed benefit category *(the total should equal the total in question #6a or 6b)*:		
	a	Presumed Benefit Activities Only (LMC) QTR			b	Presumed Benefit Activities Only (LMC) YTD	
	0	Abused Children	**ELI**		0	Abused Children	**ELI**
	0	Homeless Person	**ELI**		0	Homeless Person	**ELI**
	0	Migrant Farm Workers	**LI**		0	Migrant Farm Workers	**LI**
	0	Battered Spouses	**LI**		0	Battered Spouses	**LI**
	0	Persons w/HIV/AIDS	**LI**		0	Persons w/HIV/AIDS	**LI**
	0	Elderly Persons	**LI or MOD**		0	Elderly Persons	**LI or MOD**
	0	Illiterate Adults	**LI**		0	Illiterate Adults	**LI**
	0	Severely Disabled Adults	**LI**		0	Severely Disabled Adults	**LI**
	0	**Quarter Total**			**0**	**YTD Total**	

8.	Complete question **8a and 8b** if any client in your program does not fall into a Presumed Benefit category.

	Other Beneficiary Data: Income Range				Other Beneficiary Data: Income Range		
	Indicate the total number of UNDUPLICATED persons served this Quarter who fall into each income category *(the total should equal the total in question #6)*:				Indicate the total number of UNDUPLICATED persons served since October 1 (YTD) who fall into each income category *(the total should equal the total in question #6)*:		
a	ELI	Extremely Low Income (0-30%)	0	b	ELI	Extremely Low Income (0-30%)	0
	LI	Low Income (31-50%)	0		LI	Low Income	0
	MOD	Moderate Income (51-80%)	0		MOD	Moderate Income (51-80%)	0
	NON-L/M	Above Moderate Income (>80%)	0		NON-L/M	Above Moderate Income (>80%)	0
		Quarter Total	**0**			**YTD Total**	**0**

9.	Is this project in a Low/Mod Area (LMA)?	YES		NO	
	Was project completed this quarter?	YES		NO	*If yes, complete all of this section 9.*
	Date project completed				

Block Group	Census Tract	Total Beneficiaries	Low/Mod Beneficiaries	Low/Mod Percentage
0	0	0	0	0

Date LMA Narrative approved by CHS?	
What documentation supports project completion? (i.e., Certificate of Completion or Certificate of Occupancy, etc.)	

10.	Racial & Ethnic Data **(if applicable)**					
	Please indicate how many UNDUPLICATED clients served this Quarter fall into each race category. In addition to each race category, please indicate how many persons in each race category consider themselves Hispanic. *(Total Race column should equal the total in question 6.)*			Please indicate how many UNDUPLICATED clients served since October (YTD) fall into each race category. In addition to each race category please indicate how many persons in each race category consider themselves Hispanic. *(Total Race column should equal the total in question 6.)*		
a.		RACE	ETHNICITY /HISPANIC	b.	RACE	ETHNICITY /HISPANIC
	White	0	0	White	0	0
	Black/African American	0	0	Black/African American	0	0
	Asian	0	0	Asian	0	0
	American Indian/Alaska Native	0	0	American Indian/Alaska Native	0	0
	Native Hawaiian/Other Pacific Islander	0	0	Native Hawaiian/Other Pacific Islander	0	0
	Black/African American & White	0	0	Black/African American & White	0	0
	American Indian/Alaska Native & Black/African American	0	0	American Indian/Alaska Native & Black/African American	0	0
	Other Multi-racial	0	0	Other Multi-racial	0	0
		0	**0**		**0**	**0**

I hereby certify the above information is true and accurate.

Name: _____

Signature: _____

Title: _____

Your typed name here represents your electronic signature

ORIGINAL DOCUMENTS CHECKLIST & ROUTING SLIP
TO ACCOMPANY ALL ORIGINAL DOCUMENTS SENT TO THE BOARD OF COUNTY COMMISSIONERS OFFICE FOR SIGNATURE

16L 1

Print on pink paper. Attach to original document. The completed routing slip and original documents are to be forwarded to the County Attorney Office at the time the item is placed on the agenda. All completed routing slips and original documents must be received in the County Attorney Office no later than Monday preceding the Board meeting.

NEW ROUTING SLIP

Complete routing lines #1 through #2 as appropriate for additional signatures, dates, and/or information needed. If the document is already complete with the exception of the Chairman's signature, draw a line through routing lines #1 through #2, complete the checklist, and forward to the County Attorney Office.

Route to Addressee(s) (List in routing order)	**Office**	**Initials**	**Date**
1 County Attorney Office	County Attorney Office	CJS	9/10/24
2. BCC Office	Board of County Commissioners	(PD)	9-9-24
3 Minutes and Records	Clerk of Court's Office	SM.	09/11/24
4. John Dunnuck	Immokalee CRA Office	JD.	9-9-2024

PRIMARY CONTACT INFORMATION

Normally the primary contact is the person who created/prepared the Executive Summary. Primary contact information is needed in the event one of the addressees above, may need to contact staff for additional or missing information.

Name of Primary Staff Contact / Department	John Dunnuck/CRA	Phone Number	239-252-8846
Agenda Date Item was Approved by the BCC	09/10/2024	Agenda Item Number	16.L.1 - Companion Item to 16.D.3
Type of Document Attached	Agreement	Number of Original Documents Attached	1
PO number or account number if document is to be recorded	N/A		

INSTRUCTIONS & CHECKLIST

		Yes (Initial)	N/A (Not Applicable)
	Initial the Yes column or mark "N/A" in the Not Applicable column, whichever is appropriate.		
1.	Does the document require the BCC & CRA chairman's signatures?	JD	
2.	Does the document need to be sent to another agency for additional signatures? If yes, provide the Contact Information (Name; Agency; Address; Phone) on an attached sheet.		N/A
3.	Original document has been signed/initialed for legal sufficiency. (All documents to be signed by the Chairman, with the exception of most letters, must be reviewed and signed by the Office of the County Attorney.	JD	
4.	All handwritten strike-through and revisions have been initialed by the County Attorney's Office and all other parties except the BCC Chairman and the Clerk to the Board		N/A
5.	The Chairman's signature line dates has been entered as the date of BCC approval of the document or the final negotiated contract date whichever is applicable.	JD	
6.	"Sign here" tabs are placed on the appropriate pages indicating where the BCC & CRA Chairmans' signatures and initials are required.	JD	
7.	In most cases (some contracts are an exception), the original document and this routing slip should be provided to the County Attorney Office at the time the item is input into SIRE. Some documents are time sensitive and require forwarding to Tallahassee within a certain time frame or the BCC's actions are nullified. **Be aware of your deadlines!**	JD	
8.	**The document was approved by the BCC on date above and all changes made during the meeting have been incorporated in the attached document. The County Attorney's Office has reviewed the changes, if applicable.**	JD	N/A is not an option for this line.
9.	Initials of attorney verifying that the attached document is the version approved by the BCC, all changes directed by the BCC have been made, and the document is ready for the BCC & CRA Chairmans' signatures.		N/A is not an option for this line.
10.	And Return 1 fully executed copy to: Christie Betancourt via email Christie.Betancourt@colliercountyfl.gov and John.Dunnuck@colliercountyfl.gov.		

FAIN #	B-24-UC-12-0016 B-23-UC-12-0016 B-22-UC-12-0016 B-21-UC-12-0016
Federal Award Date	10/2024
Federal Award Agency	HUD
CFDA Name	Community Development Block Grant
CFDA/CSFA#	14.218
Total Amount of Federal Funds Awarded	$1,001,371.00
Subrecipient Name	Collier County Community Redevelopment Agency (Immokalee)
UEI#	JWKJKYRPLLU6
FEIN	59-6000558
R&D	NA
Indirect Cost Rate	NA
Period of Performance	10/1/2024-4/30/2026
Fiscal Year End	9/30
Monitor End:	12/2031

AGREEMENT BETWEEN COLLIER COUNTY
AND
Collier County Community Redevelopment Agency (Immokalee)
CDBG Grant Program – Construction

THIS AGREEMENT is made and entered into this 10th day of September 2024, by and between Collier County, a political subdivision of the State of Florida, ("COUNTY") having its principal address at 3339 Tamiami Trail East, Suite 213, Naples FL 34112, and Collier County Community Redevelopment Agency (Immokalee) ("SUBRECIPIENT"), a Community Redevelopment Organization having its principal office at 750 South 5th Street, Suite C, Immokalee, FL 34142.

WHEREAS, the COUNTY has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a grant to execute and implement a Community Development Block Grant (CDBG) Program in certain areas of Collier County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the Board of County Commissioners of Collier County ("Board") approved the Collier County Consolidated Plan – One-year Action Plan for Federal Fiscal Year 2024-2025 for the CDBG Program with Resolution 2024- 138 on July 23, 2024– Agenda Item 16.D.4 ; and

WHEREAS, in accordance with HUD regulations and the Collier County Consolidated Plan concerning the preparation of various Annual Action Plans, the COUNTY advertised the 2024-2025 Annual

Action Plan, on June 17, 2024, with a 30-day Citizen Comment period from July 3, 2024 to August 3, 2024; and

WHEREAS, the SUBRECIPIENT has submitted a proposal for participation in the Collier County CDBG program; and

WHEREAS, the COUNTY and SUBRECIPIENT wish to set forth the responsibilities and obligations of each in undertaking the CDBG project – (CD24-02) First Street Corridor Pedestrian Safety - Construction.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, it is agreed by the Parties as follows:

PART I
SCOPE OF WORK

SUBRECIPIENT shall, in a satisfactory and proper manner and consistent with any standards required as a condition of providing CDBG assistance as provided herein and, as determined by Collier County Community and Human Services (CHS) Division, perform the tasks necessary to conduct the program as follows:

Project Name: First Street Corridor Pedestrian Safety - Construction

Description of project and outcome: CHS, as an administrator of the CDBG program, will make available FY 2021-2022, FY 2022-2023, FY 2023-2024 and FY 2024-2025 CDBG funds up to the gross amount of $1,001,371.00 to Collier County Redevelopment Agency (Immokalee) to fund the construction of the First Street Corridor Pedestrian Safety Construction project, to include lighting and crosswalk signals, in Immokalee, FL.

Project Component One: Complete the First Street Corridor Pedestrian Safety Construction project including all labor, design, construction, permitting, materials, freight charges, and all other costs and fees.

1.1 GRANT AND SPECIAL CONDITIONS

A. Within sixty (60) calendar days of execution of this Agreement, SUBRECIPIENT must deliver to CHS for approval, a detailed project schedule for the completion of the project.

B. SUBRECIPIENT must submit the following resolutions and policies to CHS within sixty (60) days of execution of this Agreement:

- ☐ Affirmative Fair Housing Policy
- ☒ Affirmative Action/Equal Opportunity Policy
- ☒ Conflict of Interest Policy (COI) and related COI Forms

- ☒ Procurement Policy
- ☒ Uniform Relocation Act (URA) Policy
- ☒ Sexual Harassment Policy
- ☒ Section 3 Policy
- ☒ Section 504/ADA Policy
- ☒ Fraud, Waste, and Abuse Policy
- ☒ Language Assistance and Planning Policy (LAP)
- ☒ Limited English Proficiency Policy (LEP)
- ☐ Violence Against Women Act (VAWA) Policy
- ☐ LGBTQ Policy

C. Environmental Review Requirement (ERR) – This Agreement does not constitute a commitment of funds or site approval. The commitment of funds or site approval may occur only upon satisfactory completion of environmental review, executed by the COUNTY, and either (i) the determination that the project is exempt or (ii) the COUNTY's receipt of an approved request for release of funds and certification from HUD, under 24 CFR Part 58. The provision of any funds to the project is conditioned on the COUNTY's determination to proceed with, modify, or cancel the project based on the results of the environmental review. No program costs can be incurred until an environmental review of the project is completed and approved by the COUNTY. Further, SUBRECIPIENT will not undertake any activity or commit any funds prior to CHS issuing a Notice to Proceed (NTP) letter. Violation of this provision may result in the termination of this subaward and/or the denial of any reimbursement of funds under this Agreement.

D. Annual Subrecipient Training – All SUBRECIPIENT staff assigned to the administration and implementation of the Project established by this Agreement shall attend the CHS-sponsored Annual SUBRECIPIENT Fair Housing training, except those who attended the training in the previous year. In addition, at least one staff member shall attend all other CHS-offered SUBRECIPIENT training, relevant to the Project, as determined by the Grants Coordinator, not to exceed four (4) sessions. Requests for exemption, under this special condition, must be submitted to the Grant Coordinator, in writing, at least 14 days, prior to the training.

E. Limited English Proficiency – Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("limited English proficient persons" or "LEP persons") may be entitled to language assistance under Title VI of the Civil Rights Act of 1964 (Title VI) in order to receive a particular service, benefit, or encounter. In accordance with Title VI and its implementing regulations, SUBRECIPIENT agrees to take reasonable steps to ensure meaningful access to activities funded with HUD Funds by LEP persons. Any of the following actions could constitute "reasonable steps," depending on the circumstances: acquiring translators to translate vital documents; advertisements or notices; acquiring interpreters for face-to-face interviews with LEP persons; placing advertisements and notices in newspapers that serve LEP persons; partnering with other organizations that

serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project; hiring bilingual employees or volunteers for outreach and intake activities; contracting with a telephone line interpreter service; etc.

F. Build America, Buy America – SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the SUBRECIPIENT's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. All infrastructure project contracts and subcontracts must contain Buy America Preference (BAP) compliance requirements for product and material purchases, the requirement to maintain records that verify compliance with the BAP, and that any project-specific waiver be approved prior to purchasing products or materials not produced in the U.S.

If BABA is applicable to this Agreement, SUBRECIPIENT shall maintain a BABA construction checklist, product certification letter(s), and other supporting documentation or BABA waiver, as applicable, and provide such documentation, as requested by CHS.

1.2 PROJECT DETAILS

A. Project Description/Project Budget

Description	Federal Amount
Project Component 1: Complete the First Street Corridor Pedestrian Safety Construction project including all labor, design, construction, permitting, materials, freight charges, and all other costs and fees.	$1,001,371.00
Total Federal Funds:	$1,001,371.00

SUBRECIPIENT will accomplish the following checked project tasks:

- ☐ Pay all closing costs related to property conveyance
- ☐ Maintain beneficiary income certification documentation, using Exhibit D, as amended or County-approved presumed benefit documentation and provide to the COUNTY, as requested
- ☒ Maintain National Objective Documentation, and provide to COUNTY, as requested
- ☒ Provide Quarterly Reports on National Objective and project progress
- ☒ Provide Leverage Funds Report
- ☐ Provide Quarterly Fair Housing Calls Report
- ☒ Ensure attendance by a representative from executive management at scheduled partnership meetings, as requested by CHS

- ☒ Ensure attendance by SUBRECIPIENT and General Contractor at Pre-Construction meetings, prior to SUBBRECIPIENT issuing Notice to Proceed (NTP) to contractor
- ☒ Provide monthly construction and rehabilitation progress reports until completion of construction or rehabilitation
- ☒ Identify Lead Project Manager
- ☒ Provide Site Design and Specifications
- ☒ Submit Change Orders for CHS approval prior to SUBRECIPIENT authorizing work
- ☒ Comply with Davis-Bacon Act Labor Standards and maintain supporting documentation
- ☒ Comply with Section 3 reporting requirements and maintain supporting documentation
- ☒ Provide weekly certified payroll throughout construction and rehabilitation
- ☒ Comply with Uniform Relocation Act (URA), if applicable
- ☐ Ensure applicable number of units are Section 504/ADA accessible
- ☐ Ensure the applicable continued use period for the project is met

B. National Objective

The CDBG program Funds awarded to Collier County must benefit low- to moderate-income persons (LMI). As such, SUBRECIPIENT shall ensure that all activities and beneficiaries meet the definition of:

- ☒ LMA – Low/Mod Area Benefit
- ☐ LMC – Low/Mod Clientele Benefit
- ☐ LMH – Low/Mod Housing Benefit
- ☐ LMJ – Low/Mod Job Benefit

LMA: Must document that at least 51 percent of the residents are LMI persons, based on HUD determined eligible census tracts. Failure to achieve the national objective under this Agreement will require repayment of the CDBG investment for this Agreement.

LMC: Must document that at least 51 percent of persons served, are low- to moderate-income persons or households, in order to meet a CDBG National Objective. Failure to achieve the national objective under this Agreement will require repayment of the CDBG investment for this Agreement.

LMH: Must document providing or improving permanent residential structures, which upon completion will be occupied by LMI households. Structures with three or more units must contain at least 51 percent occupied by LMI households, and structures with less than three units must be occupied by 100 percent LMI households. Failure to achieve the national objective under this Agreement will require repayment of the CDBG investment for this Agreement.

LMJ: Must document job creation and retention. The LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons. Failure to achieve the national objective under this Agreement will require repayment of the CDBG investment for this Agreement.

C. Performance Deliverables

Program Deliverable	Deliverable Supporting Documentation	Submission Schedule
Insurance	Exhibit A - Insurance Certificate	Within 30 days of Agreement execution and Annually within thirty (30) days of renewal
Special Grant Condition Policies (Section 1.1)	Policies as stated in this Agreement	Within sixty (60) days of Agreement execution
Detailed Project Schedule	Project Schedule	Within sixty (60) days of Agreement execution
Project Plans and Specifications	Site Plans and Specifications	Prior to procurement
Draft Procurement Documents (Bid Packet)*	Independent Cost Estimate (ICE), Method of Procurement (MOP), Bid Advertisement, and Solicitation Packet	Within 90 days of Agreement execution
Subcontractor Log	Subcontractor Log	Initially at construction start, and quarterly thereafter
Quarterly Progress Report	Exhibit C	Quarterly reports. Annually after closeout.
Section 3 Report	Certification Forms and Supporting Documentation	Submitted with Quarterly Report for period ending 9/30
Fair Housing Calls Report	Not Applicable	Not Applicable
Complaint Logs	EEO and Incident Log	Quarterly; within 10 days following the end of the quarter. Annually after closeout.
Leverage Funds Report	Exhibit C-1	Upon submission of the final pay request in Neighborly.
Davis-Bacon Act Certified Payroll	Weekly Certified Payroll reports, forms, and supporting documentation	Weekly within 7 days following issuance of payroll checks or non performing work weeks
Annual Audit Monitoring Report	Exhibit E	Annually, within 60 days after FY end
Financial and Compliance Audit	Audit, Management Letter, and Supporting Documentation	Annually: nine (9) months after FY end for Single Audit OR one hundred eighty (180) days after FY end
Continued Use Certification	Continued Use Affidavit, if applicable	Annually, for five (5) years after Project Closeout
Capital Needs Assessment Plan	Plan approved by the COUNTY	Initial Plan due after construction completion. Annually throughout the continued use period
Program Income Reuse Plan	Plan Approved by the COUNTY	Not Applicable

* SUBRECIPIENT's Notice to Proceed may be withheld if procurement deliverables are not submitted in a timely manner, as stated in Section 1.2.C, Performance Deliverables. SUBRECIPIENT must submit to the COUNTY for approval, all Change Orders required during the project. Failure to submit Change Orders in a timely manner, may result in delay or withholding of payment, as well as a cease

work order until all change orders have been reviewed and approved, at which time a new Notice to Proceed will be issued.

D. Payment Deliverables

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
Project Component 1: Project Component 1: Complete the First Street Corridor Pedestrian Safety Construction project including all labor, design, construction, permitting, materials, freight charges, and all other costs and fees.	Supporting documents must be provided as backup, as evidenced by SAP supporting documentation, proof of payment to contractors, AIA, Schedule of Values, and any other documentation as needed. 10% retainage will be withheld with each request for payment and will be released upon completion of activities and final closeout monitoring.	Payment requests due within 30 days of the prior month end.

Final 10 percent retainage will be paid upon completion of final monitoring clearance and documentation of meeting the National Objective. SUBRECIPIENT'S failure to achieve the National Objective will require repayment of the CDBG investment under this Agreement.

1.3 PERIOD OF PERFORMANCE

SUBRECIPIENT services shall begin on October 1, 2024 and shall end on April 30, 2026, unless terminated earlier in accordance with provisions of Paragraph 3.8, Defaults, Remedies, and Termination. Any Funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

The County Manager or designee may extend the term of this Agreement for a period of up to 180 days after the end of the Agreement, following receipt of SUBRECIPIENT's written request submitted at least 30 days prior to agreement period of performance end date. Extensions must be authorized, in writing, by formal letter to the SUBRECIPIENT.

1.4 AGREEMENT AMOUNT

The COUNTY agrees to make available ONE MILLION ONE THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS AND ZERO CENTS ($1,001,371.00) for use by SUBRECIPIENT during the term of the Agreement (hereinafter, shall be referred to as the "Funds").

Modification to the Budget and Scope may only be made if approved in advance. Budgeted Fund shifts among line items may be approved administratively by CHS for up to 10 percent (10%) of the total funding agreement and shall not signify a change in scope. Fund shifts that exceed 10 percent (10%) shall require formal amendment and approval by the Board of County Commissioners (Board).

The COUNTY shall reimburse SUBRECIPIENT for the performance of this Agreement upon completion or partial completion of the work tasks, as accepted and approved by CHS. SUBRECIPIENT may not request disbursement of CDBG Funds until needed for eligible costs; and all disbursement requests must be limited to the amount needed at the time of the request. SUBRECIPIENT may expend Funds only for allowable costs resulting from obligations incurred during the term of this Agreement. Invoices for work performed are required every month. If no work has been performed during the month, or if SUBRECIPIENT is not yet prepared to send the required backup, a $0 invoice is required. Explanations will be required if two consecutive months of $0 invoices are submitted. Payments shall be made to SUBRECIPIENT when requested as work progresses, but not more frequently than once per month. Reimbursement will not occur if SUBRECIPIENT fails to perform the minimum level of service required by this Agreement.

COUNTY will pay SUBRECIPIENT Funds available under this Agreement based on information submitted by SUBRECIPIENT and consistent with an approved budget and COUNTY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by SUBRECIPIENT, not to exceed actual cash requirements. Payments will be adjusted by CHS in accordance with advance Fund and program income balances available in SUBRECIPIENT accounts. In addition, COUNTY reserves the right to liquidate Funds available under this Agreement for costs incurred by COUNTY on behalf of SUBRECIPIENT.

CHS may withhold any payment request until approved by CHS for grant compliance and adherence to any and all applicable Local, State, or Federal requirements, including timely submission of Performance Deliverables contained in Section 1.2.C. **Late submission of deliverables or evidence of project inactivity may cause payment suspension of any open pay requests until the required deliverables are received or substantial project progression occurs, as determined by CHS.** Except where disputed for noncompliance, payment will be made upon receipt of a properly completed invoice, and in compliance with sections 218.70–218.80, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act."

Final invoices are due no later than 90 days after the end of the Agreement. Work performed during the term of the Program but not invoiced within 90 days after the end of the Agreement may not be processed without written authorization from the Grant Coordinator.

1.5 RIGHT OF FIRST REFUSAL

For property acquisition agreements, if SUBRECIPIENT offers the Property for sale before the end of the Continued Use Period, SUBRECIPIENT must allow a 90-day right of first refusal (ROFR) period to experienced non-profit organizations, reasonably approved by the COUNTY, for purchase of the Property at the then current market value or any other offer considered, in the sole determination of the COUNTY to be reasonable, for continued occupancy by eligible persons.

The 90-day right of first refusal period begins when a legal advertisement appears in a local newspaper of general circulation, or other method authorized by statute or regulation, offering the Property for sale to non-profit organizations.

1.6 LEVERAGE FUNDS

Leverage funds must be identified, tracked, and verifiable in the SUBRECIPIENT's records. Resources must be fully identified and described in the Agreement and the approved budget submitted with the application. Resources must also meet the following criteria to be allowable as leverage:

a. Expenditures of leveraged funds or resources are permitted only for eligible activities and allowable costs under the cost principles specified by the OMB Circulars referenced in this Agreement. Expenditures must be necessary and reasonable for proper and efficient accomplishment of project or program objectives.
b. Leverage resources committed on one project may not be used as leverage for any other project or program.
c. Leverage resources must represent newly created resources covering expenditures that would not be incurred if the award were not made.
d. Leverage resources may not be Federal funds under a different award, except where Federal statute allows their use for cost sharing (such as the Community Development Block Grant program).
e. Third-party cash or in-kind contributions offered as leverage require a commitment letter on company letterhead signed by the individual who is in a position to commit the in-kind contribution. The contribution is only allowable if not utilized towards matching dollars.

1.7 COST PRINCIPLES

Payments to SUBRECIPIENT are governed by the Federal grant management rules for cost allowability, found at 2 CFR 200 Subpart E-Cost Principles. For the purposes of this section (Section 1.7-Cost Principles) of this Agreement, SUBRECIPIENT is defined as described in 2 CFR 200.93. Accordingly, payments will be made on a cost reimbursement basis. Each request for reimbursement shall identify the associated project and approved project task(s) listed under the Part I - Scope of Work. SUBRECIPIENT may only incur direct costs that may be attributed specifically to the project referenced the Scope of Work, as defined in 2 CFR 200.413. SUBRECIPIENT must provide adequate documentation for validating costs incurred. Payments to SUBRECIPIENT'S contractors and vendors are conditioned upon compliance with the procurement requirements provided in 2 CFR 200.318–200.327. Allowable costs incurred by Subrecipients and Contractors shall comply with 2 CFR 200 Subpart E-Cost Principles. SUBRECIPIENT may not be subject to 2 CFR 200 Subpart E; however, the COUNTY is and may impose requirements upon SUBRECIPIENT so that the COUNTY can remain compliant with its obligation to follow 2 CFR 200 Subpart E. SUBRECIPIENT will use adequate internal controls and maintain necessary source documentation for all costs incurred, and adhere to any other accounting requirements included in this Agreement.

1.8 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Either party

may change the address to which notices are to be sent to it by giving written notice of such change to the other party in the manner herein provided for giving notice. Any notice, request, instruction, or other document delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY

ATTENTION: Zuleyka Garay, Grant Coordinator I
Collier County Government
Community and Human Services Division
3339 Tamiami Trail East, Suite 213
Naples, Florida 34112
Email: Zuleyka.Garay@colliercountyfl.gov
Telephone: (239) 252-2590

SUBRECIPIENT

ATTENTION: John Dunnuck, III, Director
Collier County Community Redevelopment Agency
750 South 5th Street, Suite C
Immokalee, Florida 34142
Email: John.Dunnuck@colliercountyfl.gov
Telphone: (239) 252-8846

ATTENTION: Christie Betancourt, Program Manager
Collier County Community Redevelopment Agency (Immokalee)
750 South 5th Street, Suite C
Immokalee, Florida 34142
Email: Christie.Betancourt@colliercountyfl.gov
Telephone: (239) 285-7647

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PART II
GRANT CONTROL REQUIREMENTS

2.1 AUDITS

During the term of this Agreement, SUBRECIPIENT shall submit to the COUNTY an Annual Audit Monitoring report (Exhibit E) no later than 60 days after SUBRECIPIENT'S fiscal year end. In addition, SUBRECIPIENT shall submit to the COUNTY a financial and compliance Single Audit report, Management Letter, and supporting documentation nine (9) months (or audited financial statements, one hundred eighty (180) days for Subrecipients exempt from Single Audit) after the SUBRECIPIENT'S fiscal year end. The COUNTY will conduct an annual financial and programmatic review.

SUBRECIPIENT must fully clear any deficiencies noted in audit reports within 30 days after its receipt of the report. SUBRECIPIENT's failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. SUBRECIPIENT hereby agrees to obtain an annual agency audit conducted in accordance with current COUNTY policy concerning Subrecipient audits and 2 CFR 200.501

Federal Award amounts expended shall be determined in accordance with guidelines established by 2 CFR Part 200, Subpart F-Audit Requirements.

2.2 RECORDS AND DOCUMENTATION

SUBRECIPIENT shall maintain sufficient records, in accordance with 24 CFR 570.506, to determine compliance with the requirements of this Agreement, the CDBG Program, and all other applicable laws and regulations. This documentation shall include but is not limited to, the following:

A. All records required by CDBG regulations.

B. Public records that ordinarily and necessarily would be required by the COUNTY to perform the service.

C. SUBRECIPIENT shall make available to the COUNTY or CHS at any time upon request, all reports, plans, surveys, information, documents, maps, books, records, and other data procedures developed, prepared, assembled, or completed by SUBRECIPIENT for this Agreement. Materials identified in the previous sentence shall be in accordance with generally accepted accounting principles (GAAP), procedures, and practices, which sufficiently and properly reflect all revenues and expenditures of Funds provided directly or indirectly by this Agreement, including matching funds and Program Income. These records shall be maintained to the extent of such detail to properly reflect all net costs, direct and indirect labor, materials, equipment, supplies and services, and other costs and

expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

D. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to CHS, if requested. In any event, SUBRECIPIENT shall keep all documents and records in an orderly fashion, and in a readily accessible, permanent, and secured location for three (3) years after the date of COUNTY'S submission of the final performance and evaluation report to HUD, as prescribed in 2 CFR 200.334, 24 CFR 570.490 and 24 CFR 570.502(a)(7)(ii). However, if any litigation, claim, or audit is started before the expiration date of the three (3) year period, the records will be maintained until all litigation, claim, or audit findings involving these records are resolved. If SUBRECIPIENT ceases to exist after the closeout of this Agreement, it shall notify the COUNTY in writing, of the address where the records will be kept, as outlined in 2 CFR 200.337. SUBRECIPIENT shall meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in SUBRECIPIENT'S possession upon termination of the Agreement, and destroy any duplicate, exempt, or confidential public records that are free from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the COUNTY'S information technology systems.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, IT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-252-2679, Michael.Brownlee@colliercountyfl.gov, 3299 Tamiami Trail East, Naples, FL 34112.

E. SUBRECIPIENT shall maintain records showing compliance with the Davis-Bacon Act of 1931, as amended, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. SUBRECIPIENT shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, SUBRECIPIENT shall maintain records showing compliance with Federal purchasing requirements and other Federal requirements for grant implementation.

F. SUBRECIPIENT is responsible for the creation and maintenance of income eligible files on clients served, and documentation that all households are eligible under HUD Income Guidelines. SUBRECIPIENT agrees that CHS shall be the final arbiter on SUBRECIPIENT'S compliance.

G. SUBRECIPIENT shall establish a system to log all Fair Housing calls. The system must track the nature of the calls; actions taken in response to the calls; results of the actions taken; and, if the caller was referred to another agency, the results obtained by the referral agency. SUBRECIPIENT must submit this call log to CHS quarterly, no later than 10 calendar days after the end of each quarter.

H. SUBRECIPIENT shall document how it complied with the National Objective(s), as defined in 24 CFR 570.208, and the eligibility requirement(s) under which funding was received. This includes special requirements, such as necessary and appropriate determinations as defined in 24 CFR 570.208, income certification, and written agreements with beneficiaries, where applicable.

I. SUBRECIPIENT shall provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records, and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. SUBRECIPIENT shall ensure that exempt or confidential public records that are free from public records disclosure requirements are not disclosed, except as authorized by 2 CFR 200.337 and 2 CFR 200.338.

2.3 MONITORING

SUBRECIPIENT agrees that CHS may carry out no fewer than one (1) annual on-site monitoring visit and evaluation of project activities, as determined necessary, until the Continued Use Period expires. At the COUNTY's discretion, a desktop review may be conducted in lieu of an on-site visit. The continuation of this Agreement is dependent upon satisfactory evaluations. Upon request by CHS, SUBRECIPIENT shall submit information and status reports required by CHS or HUD, to enable CHS to evaluate said progress and allow for completion of CHS's required reports. SUBRECIPIENT shall allow on-site monitoring by CHS or HUD. Such site visits may be scheduled or unscheduled, as determined by CHS or HUD.

At any time during normal business hours and as often as the COUNTY (and/or its representatives) may deem necessary, SUBRECIPIENT shall make available for review, inspection, or audit all records, documentation, and any other data relating to all matters covered by the Agreement.

COUNTY will monitor SUBRECIPIENT'S performance in an attempt to mitigate fraud, waste, abuse, or non-performance, based on goals and performance standards as stated with all other applicable laws, regulations, and policies governing the Funds provided under this Agreement, further defined by 2 CFR 200.332. Substandard performance, as determined by CHS, will constitute noncompliance with this Agreement. If SUBRECIPIENT does not take corrective action within a reasonable time period after being notified by CHS, Agreement suspension or termination procedures will be initiated. SUBRECIPIENT agrees to provide HUD, the HUD Office of Inspector General, the General Accounting Office, the COUNTY, and/or the COUNTY's internal auditor(s) access to all records related to performance of activities in this Agreement.

2.4 PREVENTION OF FRAUD, WASTE, AND ABUSE

SUBRECIPIENT shall establish, maintain, and utilize internal control systems and procedures necessary to prevent, detect, and correct incidents of fraud, waste, and abuse in the performance of this Agreement, and provide proper and effective management of all Program and Fiscal activities of the Agreement. SUBRECIPIENT'S internal control systems and all transactions and other significant events shall be clearly documented, and the documentation shall be readily available for monitoring by the COUNTY.

SUBRECIPIENT shall provide COUNTY with complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the performance of this Agreement. SUBRECIPIENT shall fully cooperate with COUNTY's efforts to detect, investigate, and prevent fraud, waste, and abuse.

SUBRECIPIENT may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or any law or regulation to the COUNTY or any appropriate law enforcement authority, if the report is made in good faith.

2.5 CORRECTIVE ACTION

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failure to implement or make acceptable progress on such corrective action plans.

To effectively enforce COUNTY Resolution No. 2013-228, CHS has adopted an escalation policy to ensure continued compliance by Subrecipients, Developers, or any entity receiving grant funds from CHS. The escalation policy for noncompliance is as follows:

1. Initial noncompliance may result in the COUNTY issuing Findings or Concerns to SUBRECIPIENT, which requires SUBRECIPIENT to submit a corrective action plan to CHS within 10 business days following issuance of the report.

    - Any pay requests that have been submitted to CHS for payment will be held until the corrective action plan has been submitted and accepted.

    - CHS will be available to provide Technical Assistance (TA) to SUBRECIPIENT, as needed, in order to correct the noncompliance issue.

2. If SUBRECIPIENT fails to submit the corrective action plan to CHS in a timely manner, CHS may require SUBRECIPIENT to return a portion of the awarded grant Funds to the COUNTY.

    - CHS may require SUBRECIPIENT to return upwards of 5 percent of the award amount to the COUNTY, at the discretion of the Board.

- SUBRECIPIENT may be denied future consideration, as set forth in Resolution No. 2013-228.

3. If SUBRECIPIENT remains noncompliant or repeats an issue that was previously corrected, and has been informed by CHS of their substantial noncompliance by certified mail, CHS may require SUBRECIPIENT to return to the COUNTY a portion of the awarded grant amount, or the amount of the CDBG investment for acquisition of the properties conveyed.

   - CHS may require SUBRECIPIENT to return upwards of 10 percent of the award amount to the COUNTY, at the discretion of the Board.

   - SUBRECIPIENT will be considered in violation of Resolution No. 2013-228.

4. If after repeated notification, SUBRECIPIENT continues to be substantially noncompliant, CHS may recommend termination of the Agreement or award.

   - CHS will make a recommendation to the Board to immediately terminate the Agreement. SUBRECIPIENT will be required to repay all Funds disbursed by CHS for the terminated project. This includes the amount invested by the COUNTY for the initial acquisition of properties or other activities.

   - SUBRECIPIENT will be considered in violation of Resolution No. 2013-228.

If SUBRECIPIENT has multiple agreements with the COUNTY, and is found to be noncompliant, the above sanctions may be imposed across all awards, at the Board's discretion.

2.6 REPORTS

Reimbursement may be contingent upon the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring findings identified pursuant to this Agreement, as deemed necessary by the County Manager or designee. **Reports showing lack of project activity may result in the withholding of payment or issuance of a Notice of Non-Compliance**.

During the term of this Agreement, SUBRECIPIENT shall submit quarterly progress reports to the COUNTY on the 10th day of January, April, July, and October, respectively, for the prior quarter period end. As part of the report submitted in October, SUBRECIPIENT agrees to include a comprehensive final report covering the agreed-upon Program objectives, activities, and expenditures including but not limited to, performance data on client feedback with respect to the goals and objectives set forth in Exhibit C, the reporting form to be used in fulfillment of this requirement. Additionally, all leveraged funds utilized in support of this project will be submitted

on Exhibit C-1 as part of the final report. Other reporting requirements may be required by the County Manager or designee if the Program changes, the need for additional information or documentation arises, or if legislative amendments are enacted. Reports and requested documentation not received by the due date shall be considered delinquent and may be cause for default and termination of this Agreement.

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PART III
TERMS AND CONDITIONS

3.1 SUBCONTRACTS

No part of this Agreement may be assigned or subcontracted without the written consent of the COUNTY, which consent, if given at all, shall be at the COUNTY's sole discretion and judgment. SUBRECIPIENT shall cause all provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

3.2 GENERAL COMPLIANCE

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants), including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the COUNTY'S environmental responsibilities described in 24 CFR 570.604; (2) SUBRECIPIENT does not assume the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52; (3) SUBRECIPIENT is required to follow the Federal procurement process; and (4) for Developers, revenue generated is not considered program income. The CDBG program was funded through the Housing and Community Development Act of 1974. SUBRECIPIENT agrees to comply with all other applicable laws, regulations, and policies governing the Funds provided under this Agreement. SUBRECIPIENT further agrees to utilize Funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT is prohibited from using Funds provided herein, or personnel employed in the administration of the program, for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism activities.

3.3 INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the SUBRECIPIENT is independent from the COUNTY.

3.4 AMENDMENTS

The COUNTY or SUBRECIPIENT may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY'S Board. Such

amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement to conform with Federal, State, or Local governmental guidelines, policies, available funding amounts, or other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment, signed by both COUNTY and SUBRECIPIENT.

3.5 AVAILABILITY OF FUNDS

The parties acknowledge that the Funds originate from HUD CDBG grant Funds and must be implemented in full compliance with all of HUD's rules and regulations and any agreement between COUNTY and HUD governing the CDBG Funds pertaining to this Agreement. In the event of curtailment or non-production of said Federal Funds, or the reduction of HUD Funds to the COUNTY to a level that the County Manager determines to be insufficient to adequately administer the project, the financial resources necessary to continue to pay SUBRECIPIENT all or any portion of the Funds will not be available. In either event, the COUNTY may terminate this Agreement, which shall be effective as of the date it is determined by the County Manager or designee, in his/her sole discretion and judgment, that the Funds are no longer available. In the event of such termination, SUBRECIPIENT agrees that it will not look to, nor seek to hold the COUNTY, nor any individual member of the County Commissioners and/or County Administration, personally liable for the performance of this Agreement, and the COUNTY shall be released from any further liability to SUBRECIPIENT under the terms of this Agreement.

3.6 INDEMNIFICATION

To the maximum extent permitted by Florida law, SUBRECIPIENT shall indemnify and hold harmless the COUNTY, its officers, agents, and employees from any and all claims, liabilities, damages, losses, costs, and causes of action, which may arise out of an act or omission including but not limited to, reasonable attorneys' and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of SUBRECIPIENT or any of its agents, officers, servants, employees, contractors, patrons, guests, clients, licensees, invitees, or any persons acting under the direction, control, or supervision of SUBRECIPIENT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies, which otherwise may be available to an indemnified party or person described in this paragraph. SUBRECIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith, shall defend all suits in the name of the COUNTY, and shall pay all costs (including attorney's fees) and judgments which may issue there-on. This Indemnification shall survive the termination and/or expiration of this Agreement. This section does not pertain to any incident arising from the sole negligence of the COUNTY. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. This section shall survive the expiration or termination of this Agreement.

3.7 GRANTEE RECOGNITION/SPONSORSHIPS

SUBRECIPIENT agrees that all notices, informational pamphlets, press releases, advertisements, descriptions of program sponsorships, research reports, and similar public notices, whether printed or digitally prepared and released by SUBRECIPIENT for, on behalf of, and/or about the Program shall include the statement:

"FINANCED IN PART BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND COLLIER COUNTY COMMUNITY AND HUMAN SERVICES DIVISION"

and shall appear in the same size letters or type as the name of the SUBRECIPIENT. This design concept is intended to disseminate key information to the general public regarding the development team and Equal Housing Opportunity. Construction signs shall comply with applicable COUNTY codes. If this Agreement results in any copyrightable material or inventions, CHS and/or the COUNTY reserve the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use; and authorize others to use the work or materials for governmental purposes.

3.8 DEFAULTS, REMEDIES, AND TERMINATION

In accordance with 2 CFR 200.341, this Agreement may be terminated for convenience by either the COUNTY or SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial terminations, the portion to be terminated. However, in the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. This Agreement may also be terminated by the COUNTY if the award no longer effectuates the program goals or grantor agency priorities.

The following actions or inactions by SUBRECIPIENT shall constitute a Default under this Agreement, in compliance with 2 CFR 200, Appendix II (A):

A. Failure to comply with any of the rules, regulations, or provisions referred to herein; or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time.

B. Failure, for any reason, to fulfill its obligations under this Agreement in a timely and proper manner.

C. Ineffective or improper use of Funds provided under this Agreement.

D. Submission of reports that are incorrect or incomplete in any material respect.

E. Submission of any false certification.

F. Failure to materially comply with any terms of this Agreement.

G. Failure to materially comply with the terms of any other agreement between the COUNTY and SUBRECIPIENT relating to the project.

In the event of any default by SUBRECIPIENT under this Agreement, the COUNTY may seek any combination of one or more of the following remedies, in compliance with 2 CFR 200, Appendix II (B):

A. Require specific performance of the Agreement in whole or in part.

B. Require the use of, or change in, professional property management, if applicable.

C. Require SUBRECIPIENT to immediately repay to the COUNTY all CDBG Funds received under this Agreement.

D. Apply sanctions, if COUNTY determines them to be applicable.

E. Stop all payments until identified deficiencies are corrected.

F. Terminate this Agreement by giving written notice to SUBRECIPIENT specifying the effective date of such termination. If the Agreement is terminated by the COUNTY, as provided herein, SUBRECIPIENT shall have no claim of payment or benefit for any incomplete project activities undertaken under this Agreement.

3.9 SUSPENSION AND DEBARMENT

SUBRECIPIENT certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency. In addition, SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a suspended or debarred contractor or vendor, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Suspension and Debarment, and 2 CFR 200.214, as further detailed in Section 4.18.

3.10 REVERSION OF ASSETS

Upon Agreement termination, in addition to any and all other remedies available to the COUNTY (whether under this Agreement, at law, or in equity), SUBRECIPIENT shall, at the time of termination (or expiration), immediately transfer to the COUNTY any property on hand and any accounts receivable attributable to the use of CDBG Funds, per 24 CFR 570.503(b)(7).

The COUNTY'S receipt of any Funds on hand at the time of termination shall not waive the COUNTY'S right (nor excuse SUBRECIPIENT'S obligation) to recoup all or any portion of the Funds or property, as the COUNTY may deem necessary. Regulations regarding real property are subject to 2 CFR 200.311 and as otherwise provided at 24 CFR 570.503(b)(7).

All program assets (unexpended program income, property, equipment, etc.) shall revert to CHS upon termination of this Agreement.

3.11 INSURANCE

SUBRECIPIENT shall not commence any work and/or services pursuant to this Agreement until all required insurance, as outlined in Exhibit A and 2 CFR 200.310, has been obtained. Said insurance shall be carried continuously during SUBRECIPIENT'S performance under the Agreement.

3.12 ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT agrees to perform the Scope of Work in compliance with the Grant Budget and Scope of Work (Part I), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200 et seq.), and Federal Regulations for the Community Development Block Grant (24 CFR 570 et seq.).

3.13 PURCHASING

SUBRECIPIENT is required to follow Federal Procurement standards (2 CFR 200.317 through 200.327) and Collier County's Procurement Ordinance #2017-08, as amended. Current COUNTY purchasing thresholds are:

Range:	Competition Required
$0 - $50,000	3 Written Quotes
$50,001+	Formal Solicitation (ITB, RFP, etc.)

All improvements specified in Part I Scope of Work shall be performed by SUBRECIPIENT employees, or put out to competitive bidding, under a procedure acceptable to the COUNTY and Federal requirements. SUBRECIPIENT shall enter into contracts with the lowest, responsible, and qualified bidder. SUBRECIPIENT shall manage and CHS shall monitor contract administration. CHS shall have access to all records and documents related to the Project.

In accordance with 24 CFR parts 570.202(b)(3) & 570.202(b)(4), to the greatest extent practicable, SUBRECIPIENT shall procure products, similar to Energy Star and Water Sense products and appliances, that increase the effective use of energy and water in structures.

In accordance with 2 CFR 200.323, SUBRECIPIENT shall procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, per 2 CFR 200, Appendix II (J) and 2 CFR 200.323.

SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, P.L. 117-58 and 41 USC Chapter 83-Buy American, and all applicable rules and notices, as may be amended, if applicable to the SUBRECIPIENT's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of the HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. https://uscode.house.gov/view.xhtml?path=/prelim@title41/subtitle4/chapter83&edition=prelim

3.14 PROGRAM GENERATED INCOME

No Program Income is anticipated. However, if Program Income is derived from the use of CDBG Funds disbursed under this Agreement, SUBRECIPIENT shall utilitze such Program Income only for CDBG-eligible activities approved by the COUNTY. Any Program Income (as such term is defined under 24 CFR 570.500(a) gained from any SUBRECIPIENT activity funded by CDBG Funds shall be reported to the COUNTY through an annual Program Income Reuse Plan, utilized by the SUBRECIPIENT accordingly, and shall comply with 2 CFR 200.307, 24 CFR parts 570.489, 570.500, and 570.504 in the operation of the Program. **When Program Income is generated by an activity that is only partially assisted by CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used**. If there is a Program Income balance at the end of the Program Year, such balance shall revert to the COUNTY's Community Block Grant Program, for further reallocation.

Public Facilities and Improvements: Public facilities that are acquired, constructed, rehabilitated, or otherwise improved with CDBG Funds are subject to this requirement. This includes parks, libraries, community centers, and any other facility for which public use is the primary purpose. For these facilities, Program Income is the income generated by the use of the facility, less operating costs associated with generating the income. The COUNTY considers utilities, property insurance, and facility maintenance to be operating costs that should be subtracted from revenue to determine net Program Income. For each Funded project, SUBRECIPIENT must submit a list of proposed costs incidental to the generation of Program Income for the COUNTY'S approval.

Additionally, during the continued use period, as referenced in Section 3.16 (Grant Closeout Procedures) of this Agreement, real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG Funds shall be used to meet one of the CDBG National Objectives, pursuant to 24 CFR 570.208. If SUBRECIPIENT sells, transfers, disposes of, or otherwise fails to continue to use the CDBG-assisted real property in a manner that meets a CDBG National Objective, SUBRECIPIENT shall pay the COUNTY an amount equal to a percentage of the current fair market value of the property, after subtracting disposal costs. The basis for such percentage shall be the percentage of the appraised value attributable to CDBG and non-CDBG Funds expended for the original acquisition of, or improvement to, the property under the terms of this Agreement. Such payment shall constitute Program Income to the COUNTY.

3.15 GRANT CLOSEOUT PROCEDURES

SUBRECIPIENT'S obligation to the COUNTY shall not end until all closeout requirements are completed. SUBRECIPIENT may close out the project with the COUNTY after the five (5) year continued use period has been met. The continued use period shall commence following the SUBRECIPIENT meeting the National Objective, the recording of lien and/or deed restriction documentation, if applicable, and the closeout of the project within HUD's Integrated Data Information System (IDIS). Activities during this closeout period shall include but are not limited to making final payments; disposing of program assets (including the return of all unused materials,

equipment, Program Income balances, and receivable accounts to the COUNTY); and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over CDBG Funds, including Program Income. In addition to the records retention outlined in section 2.2 (Records and Documentation) of this Agreement, SUBRECIPIENT shall comply with section 119.021, Florida Statutes, regarding records maintenance, preservation, and retention. A conflict between State and Federal records retention requirements will result in the more stringent law being applied, such that the record must be held for the longer duration. SUBRECIPIENT must return to the COUNTY any balance of unobligated Funds that have been advanced or paid, and any Funds paid exceeding the amount SUBRECIPIENT is entitled to under the terms and conditions of this Agreement. SUBRECIPIENT shall also produce records and information complying with section 215.97, Florida Statutes, the Florida Single Audit Act. Closeout procedures must take place in accordance with 2 CFR 200.344.

3.16 OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

SUBRECIPIENT agrees that no person shall be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement based on race, color, disability, national origin, religion, age, familial status, or sex. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment. Also, to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. SUBRECIPIENT shall comply with Section 3 of the Housing and Community Development Act of 1968.

3.17 OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN OWNED BUSINESS ENTERPRISES

SUBRECIPIENT will use its best efforts to afford small businesses and minority and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632); and "minority and women's business enterprise" means a business that is at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Black Americans, Hispanic Americans, Asian/PacificAmericans, Native Americans, and Hasidic Jews. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and women's business enterprises, in lieu of an independent investigation.

3.18 PROGRAM BENEFICIARIES

If the Agreement is meeting a National Objective through an LMI strategy, at least 51 percent of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons, or presumed to be low- to moderate-income persons based on applicable regulation. Determination of income eligibility is based on the annual income of the family or household. This Agreement conforms to the definition of Annual Income, per 24 CFR 570.3(1)(i), where Annual income is defined under the Section 8 Housing Assistance Payments. Details for calculating the Annual Income are contained in 24 CFR 5.609, with practical instructions contained in HUD Handbook 4350.3, Chapter 5.

If the project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, more than 30 percent of the beneficiaries directly assisted under this Agreement must reside in unincorporated Collier County or in municipalities participating in the COUNTY's Urban County Qualification Program. The project shall assist beneficiaries as defined above for the time period designated in Exhibit C of this Agreement.

3.19 AFFIRMATIVE ACTION

SUBRECIPIENT agrees that it is committed to carrying out an Affirmative Action Program pursuant to the COUNTY'S specifications, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Prior to the award of Funds, SUBRECIPIENT shall submit to the COUNTY for approval a plan for its Affirmative Action Program, if federal thresholds are met. The Affirmative Action Program must be updated throughout the continued use period and submitted to the COUNTY within 60 days of any update/modification. SUBRECIPIENT's contracting officer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

3.20 CONFLICT OF INTEREST

SUBRECIPIENT covenants that no person under its employ, who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the Project areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement; and that SUBRECIPIENT shall not employ or subcontract with any person having any conflict of interest. The SUBRECIPIENT covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest," 2 CFR 200.318, and the State and County statutes, regulations, ordinances, or resolutions governing conflicts of interest.

SUBRECIPIENT will notify the COUNTY in writing and seek COUNTY approval, prior to entering into any contract with an entity owned in whole or in part by a covered person, or an entity owned or controlled in whole or in part by SUBRECIPIENT. The COUNTY may review the

proposed contract to ensure that the contractor is qualified, and the costs are reasonable. Approval of an identity of interest contract will be in the COUNTY's sole discretion. This provision is not intended to limit SUBRECIPIENT'S ability to self-manage the projects using its own employees.

SUBRECIPIENT shall establish Conflict of Interest reporting requirements for its board members and staff to report their participation as a beneficiary in the program supported by this Agreement. Such reporting shall also incorporate reporting the participation of their family members who include a spouse or civil union partner, member of the same household, parent (including step- and in-law) grandparent (including step- and in-law), child (including step-) or grandchild (including step-), sibling (including step- and in-law), cousin, aunt, or uncle.

Any possible conflict of interest on the part of SUBRECIPIENT, its employees, or its contractors shall be disclosed to CHS in writing, provided however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low- and moderate-income residents of the project target area.

3.21 BYRD ANTI-LOBBYING AMENDMENT

The COUNTY, SUBRECIPIENT, and their contractors certify that they will not, and have not, used Federally appropriated Funds to pay any person or organization for influencing or attempting to influence the award of Federal Funds, as covered by 31 USC 1352, and more fully described in Section 4.54 of this Agreement. Contractors who apply or bid for an award of $100,000 or more shall file the required certification.

3.22 CONDITIONS FOR RELIGIOUS ORGANIZATIONS

CDBG Funds may be used by religious organizations or on property owned by religious organizations only in accordance with requirements set in Section 24 CFR 570.200(j). SUBRECIPIENT shall comply with First Amendment Church/State principles as follows:

A. It will not discriminate against any employee or applicant for employment and will not limit employment or give preference in employment to persons based on religion.

B. It will not discriminate against any person applying for public services and will not limit such services or give preference to persons based on religion.

C. It will retain its independence from Federal, State, and Local governments and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided it does not use direct CDBG Funds to support any inherently religious activities, such as worship, religious instruction, or proselytizing.

D. It shall not use Funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, CDBG Funds may not exceed the

cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities, in accordance with the cost accounting requirements applicable to CDBG Funds in this part. Sanctuaries, chapels, or other rooms that a CDBG funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG funded improvements.

3.23 INCIDENT REPORTING

If SUBRECIPIENT provides services to clients under this Agreement, SUBRECIPENT and any subcontractors shall report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled person to the COUNTY.

During the term of this Agreement, SUBRECIPIENT must report to the COUNTY in writing, within one business day of occurrence, any substantial, controversial, or newsworthy incidents. The Collier County Standard Subrecipient Incident Report Form shall be used to report all such incidents.

3.24 SEVERABILITY

Should any provision of this Agreement be determined unenforceable or invalid, such determination shall not affect the validity or enforceability of any other section or part thereof.

3.25 MISCELLANEOUS

SUBRECIPIENT and COUNTY each binds itself, its partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this Agreement.

SUBRECIPIENT represents and warrants that the financial data, reports, and other information it furnished to the COUNTY regarding the Project are accurate and complete, and financial disclosures fairly represent the financial position of SUBRECIPIENT.

SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY'S or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

SUBRECIPIENT certifies that it has the legal authority to receive the Funds under this Agreement and its governing body has authorized the execution and acceptance of this Agreement. SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

The Grant Documents shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to its provisions regarding choice of laws.

All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the terms and conditions of the Agreement between the COUNTY, the Regulations, all applicable Federal, State, and Municipal laws, ordinances, regulations, orders, and guidelines, including but not limited to any applicable regulations issued by the COUNTY.

Electronic Signatures. This Agreement, and related documents entered into in connection with this Agreement, are signed when a party's signature is delivered by facsimile, e-mail, or any other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

3.26 WAIVER

The COUNTY'S failure to act with respect to a breach by SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The COUNTY'S failure to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

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PART IV
GENERAL PROVISIONS

4.1 24 CFR 570 as amended- All the regulations regarding the CDBG program https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl

4.2 24 CFR 58 - The regulations prescribing the Environmental Review procedure.
https://www.ecfr.gov/cgi-bin/text-idx?SID=1acdb92f3b05c3f285dd76c26d14f54e&mc=true&node=pt24.1.58&rgn=div5
Resource Conservation and Recovery Act (RCRA). Under RCRA codified at 42 USC 6962, state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal Funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
Summary of the Resource Conservation and Recovery Act | US EPA

4.3 Hatch Act: The SUBRECIPIENT shall comply with the Hatch Act, 5 USC 1501-1508 and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 Title V of the USC Federal Register : Political Activity-State or Local Officers or Employees; Federal Employees Residing in Designated Localities; Federal Employees

4.4 Section 104(d) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended Section 109 of the HCD Act of 1974 | HUD.gov / U.S. Department of Housing and Urban Development (HUD)
Section 104(d) of the Housing and Community Development Act of 1974, as amended (see 42 USC 5304(d)) - HUD Exchange

4.5 The Fair Housing Act (42 U.S.C. 3601-20) Reasonable Accommodations Under the Fair Housing Act.
https://www.hud.gov/program_offices/fair_housing_equal_opp/reasonable_accommodations_and_modifications
https://www.justice.gov/crt/fair-housing-act-1
Executive Order 11063 – Equal Opportunity in Housing https://www.archives.gov/federal-register/codification/executive-order/11063.html
Executive Order 11259 - Leadership & Coordination of Fair Housing in Federal Programs
https://www.archives.gov/federal-register/codification/executive-order/12259.html
24 CFR Part 107 - Non- Discrimination and Equal Opportunity in Housing under E.O.
https://www.law.cornell.edu/cfr/text/24/part-107

4.6 Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended https://www.hud.gov/programdescription/title6

4.7 This Agreement is subject to 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed

or lease of such transfer, prohibiting discrimination herein as defined, in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4.8 Title IX of the Education Amendments of 1972, as amended, 20 USC 1681, which prohibits discrimination on the basis of sex in educational programs
Title IX Of The Education Amendments Of 1972 (justice.gov)

4.9 The Temporary Assistance for Needy Families Program (TANF) 45 CFR Parts 260-265, the Social Services Block Grant 42 ISC 1397d and other applicable federal regulations and policies promulgated thereunder.
Temporary Assistance for Needy Families | Benefits.gov
eCFR: 45 CFR Part 260 -- General Temporary Assistance for Needy Families (TANF) Provisions

The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 USC 6083. https://www.govinfo.gov/content/pkg/USCODE-2011-title20/html/USCODE-2011-title20-chap68-subchapX.htm

4.10 Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs Funded in whole or in part with Federal money, SUBRECIPIENT shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.11 Purchase of American-Made Equipment and Products: SUBRECIPIENT assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

4.12 24 CFR 570.601 Subpart K - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
https://www.gpo.gov/fdsys/pkg/CFR-2007-title24-vol3/pdf/CFR-2007-title24-vol3-sec570-602.pdf

4.13 Executive Order 11246 ("Equal Employment Opportunity"), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds and as supplemented in Department of Labor regulations. EO 11246:
https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended
EO 11375 and 12086: see item #8 below

4.14 Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, et. seq. SUBRECIPIENT will, in all solicitations or advertisements for

employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
Title VII of the Civil Rights Act of 1964 | U.S. Equal Employment Opportunity Commission (eeoc.gov)

4.15 24 CFR 75 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the COUNTY, the SUBRECIPIENT, and any of the SUBRECIPIENT'S Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Section 3 requires 25 percent of the total labor hours must be worked by Section 3 workers and 5 percent of the total labor hours must be worked by Targeted Section 3 workers. If SUBRECIPIENT is unable to meet these benchmarks, efforts taken to meet the requirements must be described. Examples include holding job fairs, conducting on-the-job training, outreach efforts to public housing residents, and connecting residents to supportive services.

SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-Funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the

metropolitan area in which the CDBG-Funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
https://www.hud.gov/sites/documents/DOC_12047.PDF
https://www.ecfr.gov/current/title-24/subtitle-A/part-75
https://www.govinfo.gov/content/pkg/FR-2020-09-29/pdf/2020-19185.pdf

SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
https://www.ecfr.gov/current/title-24/subtitle-A/part-75

4.16 SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to SUBRECIPIENT from CHS under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to CHS.

4.17 Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.
Age Discrimination Act of 1975
https://www.govinfo.gov/content/pkg/USCODE-1996-title42/pdf/USCODE-1996-title42-chap76.pdf
11246: https://www.dol.gov/ofccp/regs/statutes/eo11246.htm
11375: Amended by EO 11478
11478: https://www.archives.gov/federal-register/codification/executive-order/11478.html
12107: https://www.archives.gov/federal-register/codification/executive-order/12107.html
12086: https://www.archives.gov/federal-register/codification/executive-order/12086.html

4.18 Contract Work Hours and Safety Standards Act, 40 USC 327-332.
https://www.dol.gov/whd/regs/statutes/safe01.pdf

4.19 Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b) (5), 24 CFR 570.614 Subpart K.
Section 504: https://www.hud.gov/sites/dfiles/documents/504compliance.pdf
29 USC 776: https://www.govinfo.gov/content/pkg/USCODE-2010-title29/html/USCODE-2010-title29-chap16.htm
24 CFR 570.614: https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-K?toc=1

4.20 The Americans with Disabilities Act of 1990:
https://www.hug.gov/program_offices/fair_housing_equal_opp
Americans with Disabilities Act of 1990, As Amended | ADA.gov

4.21 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. https://www.federalregister.gov/documents/2024/05/03/2024-08736/uniform-relocation-assistance-and-real-property-acquisition-for-federal-and-federally-assisted

4.22 29 CFR Parts 3 and 5 - Regulations that prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects. HUD Form 4010 must be included in all construction contracts funded by CDBG.
Davis-Bacon Act: 40 USC 276a to 40 USC 276a-5
-https://www.govinfo.gov/content/pkg/USCODE-2001-title40/pdf/USCODE-2001-title40-chap3-sec276a.pdf

29 CFR Part 3 - Contractors and Subcontractors on public building or Public Work Financed, in whole or in part, by Loans or Grants from the United States
https://www.ecfr.gov/current/title-29/subtitle-A/part-3

29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provision Applicable Subject to the Contract Work Hours and Safety Standards Act)
https://www.ecfr.gov/current/title-29/subtitle-A/part-5

Executive Order 11914 - Prohibits discrimination with respect to the handicapped, in federally assisted projects. https://www.presidency.ucsb.edu/ws/index.php?pid=23675

4.23 As a supplement to the Davis-Bacon Act requirements, the SUBRECIPIENT agrees to comply with the "Copeland Anti-Kickback Act," which prohibits the SUBRECIPIENT, its contractors, or subcontractors from inducing an employee to relinquish any part of his/her compensation, under the federally-funded contract.
18 U.S.C. 874 https://www.acquisition.gov/far/22.403-2
40 U.S.C. 276c: https://uscode.house.gov/view.xhtml?req=granuleid:USC-1999-title40-section276c&num=0&edition=1999

4.24 Executive Order 11625 and U.S. Department of Housing and Urban Development Circular Letter 79-45 - which prescribes goal percentages for participation of minority businesses in Community Development Block Grant Contracts.
E.O. 11625 Prescribing additional arrangements for developing and coordinating a national program for minority business enterprise.
https://www.archives.gov/federal-register/codification/executive-order/11625.html

4.25 The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.
24 CFR 570.607:

https://www.ecfr.gov/cgi-bin/text-idx?SID=9eae3f8eaa991f0411f383b74003bcb1&mc=true&node=pt24.3.570&rgn=div5#se24.3.570_1607
E.O. 13279: https://www.govinfo.gov/content/pkg/WCPD-2002-12-16/pdf/WCPD-2002-12-16-Pg2156.pdf

4.26 Public Law 100-430 - the Fair Housing Amendments Act of 1988.
STATUTE-102-Pg1619.pdf (govinfo.gov)

4.27 2 CFR 200 et seq - Uniform Administrative Requirements, Cost Principles, and Audit requirements for Grants and Agreements.
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

4.28 2 CFR 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment. COUNTY and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: 1) procure or obtain; 2) extend or renew a contract to procure or obtain; 3) enter into a contract (or extend or renew a contract) to procure or obtain equipments, services, or systems that use(s) covered telecommunications equipment or services as a substantial component of any system, or as critical technology as part of any system.
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C

4.29 Immigration Reform and Control Act of 1986
S.1200 - 99th Congress (1985-1986): Immigration Reform and Control Act of 1986 | Congress.gov | Library of Congress

4.30 Proof of Lawful Presence. SUBRECIPIENT acknowledges that the COUNTY's funds are a "public benefit." As such, the SUBRECIPIENT shall ensure compliance by performing the required verifications. Specifically, when required the SUBRECIPIENT shall ensure that:

a. if the public benefit provided by the funds flows directly to a natural person (i.e., not a corporation, partnership, or other legally created entity) 18 years of age or older, he/she must do the following:

(i) complete an affidavit stating he/she is an alien lawfully present in the United States; or

(ii) attach a photocopy of the front and back of one of the following forms of identification: a valid Florida driver's license or Florida identification card; a United States military card or military dependent's identification card; a United States Coast Guard Merchant Mariner identification card; or a Native American tribal document.

b. If an individual applying for the benefits identified herein executes the affidavit stating that he/she is an alien lawfully present in the United States, SUBRECIPIENT shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event SUBRECIPIENT determines through such

verification process that the individual is not an alien lawfully present in the United States, the SUBRECIPIENT shall not provide benefits to such individual with the COUNTY's funds.

4.31 The SUBRECIPIENT agrees to comply with the following requirements:

a. Clean Air Act, 41 USC 7401, et seq. https://www.govinfo.gov/content/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap85.htm

b. Federal Water Pollution Control Act, Title 33 Chapter 26 1251, et seq., as amended. https://www.govinfo.gov/app/details/USCODE-2011-title33/USCODE-2011-title33-chap26-subchapI-sec1251

4.32 In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002 and 24 CFR 570.605 Subpart K), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained. If appropriate, a letter of map amendment (LOMA) may be obtained from FEMA, which would satisfy this requirement and/or reduce the cost of said flood insurance.
42 USC 4002: www.govinfo.gov/app/details/USCODE-2010-title42/USCODE-2010-title42-chap50-sec4002

24 CFR 570.605 Subpart K https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-K/section-570.605

4.33 SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to the HUD Lead-Based Paint Poisoning Prevention Act, found at 24 CFR 570.608, Subpart K.
https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-K/section-570.608

4.34 SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.
https://www.achp.gov/sites/default/files/regulations/2017-02/regs-rev04.pdf

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or Local historic property list.

4.35 SUBRECIPIENT must certify that it will provide drug-free workplaces, in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701).
https://www.gpo.gov/fdsys/granule/USCODE-2009-title41/USCODE-2009-title41-chap10-sec701

4.36 SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction as outlined in 24 CFR 570.609, Subpart K.
24CFR 570.609, Subpart K: https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-K
https://www.archives.gov/federal-register/codification/executive-order/12549.html

4.37 SUBRECIPIENT agrees to comply with the following OMB Circulars whichever is applicable and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. These requirements are enumerated in 2 CFR 200, et seq.

4.38 Single Audits shall be conducted annually, in accordance with 2 CFR 200.501, and shall be submitted to the COUNTY nine (9) months after the end of the SUBRECIPIENT'S fiscal year. The SUBRECIPIENT shall comply with the requirements and standards of 2 CFR 200 Subpart F, Section 500. SUBRECIPIENTS exempt from Single Audit requirements shall submit financial statements to the COUNTY one hundred eighty (180) days after the end of the SUBRECIPIENT'S fiscal year. Per 2 CFR 200.345, if this Agreement is closed out prior to the receipt of an audit report, the COUNTY reserves the right to recover any disallowed costs identified in an audit after such closeout. eCFR :: 2 CFR Part 200 Subpart F -- Audit Requirements

4.39 Any real property acquired by the SUBRECIPIENT for the purpose of carrying out the projects stated herein and approved by the COUNTY, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24.101, shall be subject to the provisions of CDBG including, but not limited to, the provisions on use and disposition of property. Any real property within SUBRECIPIENT control, which is acquired or improved, in whole or part, with CDBG funds in excess of $25,000, must adhere to the CDBG Regulations at 24 CFR 570.505. SUBRECIPIENT agrees to comply with the requirements of 24 CFR 570.606 c governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and the requirements in 24 CFR 570.606 (d) governing optional relocation policies. SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences.
https://www.gpo.gov/fdsys/granule/CFR-1999-title49-vol1/CFR-1999-title49-vol1-sec24-101
https://www.govinfo.gov/app/details/CFR-2012-title24-vol3/CFR-2012-title24-vol3-sec570-505
https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570/subpart-K/section-570.606
https://www.federalregister.gov/documents/2024/05/03/2024-08736/uniform-relocation-assistance-and-real-property-acquisition-for-federal-and-federally-assisted

4.40 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds, other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

4.41 Travel reimbursement will be based on the U.S. General Services Administration (GSA) per diem rates in effect at the time of travel. SUBRECIPIENT shall obtain written approval from CHS for any outside travel outside the metropolitan area with funds provided under this Agreement.
https://www.gsa.gov/portal/content/104877

4.42 Equal access in accordance with the individual's gender identity in community planning and development programs, per 24 CFR 5.106.
https://www.govregs.com/regulations/expand/title24_part5_subpartA_section5.106

4.43 Housing Counseling, including homeownership counseling or rental housing counseling, as defined in §5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x, per 24 CFR 5.111.
eCFR: 24 CFR Part 214 Subpart D -- Program Administration
https://www.law.cornell.edu/cfr/text/24/5.111

4.44 HUD Final Rule – Implementation of the Violence Against Women Reauthorization Act of 2013 which applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements.
https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs

4.45 Any rule or regulation determined to be applicable by HUD.

4.46 Limited English Proficiency: SUBRECIPIENT agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this Agreement for persons with limited English proficiency pursuant to information located at http://www.lep.gov.

4.47 Equal Treatment of Faith-Based Organizations: By regulation, HUD prohibits all recipient organizations from using financial assistance from HUD to fund explicitly religious activities. The SUBRECIPIENT agrees to avoid such prohibited conduct. For more information, see https://ojp.gov/about/ocr/partnerships.htm. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive HUD funds while taking into account religion when hiring staff. Questions in this regard should be directed to the Office for Civil Rights.

4.48 Arrest and Conviction Records: Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. SUBRECIPIENT agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf for more details.

4.49 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): The SUBRECIPIENT will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award or subaward covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. The SUBRECIPIENT shall comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.
31 U.S.C. 1352 - Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions - Document in Context - USCODE-2010-title31-subtitleII-chap13-subchapIII-sec1352 (govinfo.gov)

31 U.S. Code § 1352 - Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions | U.S. Code | US Law | LII / Legal Information Institute (cornell.edu)

4.50 False Claim; Criminal, or Civil Violation: SUBRECIPIENT must promptly refer to COUNTY any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other

person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds
18 U.S. Code § 1001 - Statements or entries generally | U.S. Code | US Law | LII / Legal Information Institute (cornell.edu)

Beneficiaries are subject to this False Claims Act that include the following: 31 U.S.C. 3729 - False claims - Document in Context - USCODE-2010-title31-subtitleIII-chap37-subchapIII-sec3729 (govinfo.gov)
31 U.S. Code § 3729 - False claims | U.S. Code | US Law | LII / Legal Information Institute (cornell.edu)

4.51 Political Activities Prohibited: None of the Funds provided directly or indirectly under this Agreement shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this Agreement nor any Funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

4.52 Text Messaging: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 *Federal Register* 51225 (October 1, 2009), HUD encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by HUD and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
Executive Order 13513 --Federal Leadership on Reducing Text Messaging while Driving | whitehouse.gov (archives.gov)

4.53 Trafficking in Persons: SUBRECIPIENT agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the SUBRECIPIENT and any employees of SUBRECIPIENT. The details of SUBRECIPIENT'S obligations related to prohibited conduct related to the trafficking of persons are posted at:
https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

4.54 Association of Community Organizations for Reform Now (ACORN): SUBRECIPIENT understands and acknowledges that it cannot use any Federal Funds, either directly or indirectly, in support of any contract or subaward to either ACORN or its subsidiaries, without the express prior written approval of HUD.

4.55 If SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this funding agreement, SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Busines Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by HUD.

https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a004b6bf20934ace7a717de761dc64c0&mc=true&n=pt37.1.401&r=PART&ty=HTML

4.56 Prohibition of Gifts to COUNTY Employees - No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any COUNTY employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.
Florida Statutes-
https://www.lawserver.com/law/state/florida/statutes/florida_statutes_chapter_112_part_iii
Other possible site:
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0112/0112PartIIIContentsIndex.html&StatuteYear=2021&Title=%2D%3E2021%2D%3EChapter%20112%2D%3EPart%20III
Collier County-
http://www.colliergov.net/home/showdocument?id=35137

4.57 Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except that the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.

4.58 Venue - Any suit of action brought by either party to this Agreement against the other party, relating to or arising out of this Agreement, must be brought in the appropriate federal or state courts, in Collier County, FL which courts have sole jurisdiction on all such matters. (No reference required for this item).

4.59 Dispute Resolution - Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. Any situations when negotiations, litigation, and/or mediation shall be attended by representatives of SUBRECIPIENT with full decision-making authority and by COUNTY'S staff person who would make the presentation of any settlement reached during negotiations to COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Florida Statutes. The litigation arising out of this Agreement shall be adjudicated in Collier County, Florida, if in state court; and the US District Court, Middle District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, COLLIER COUNTY AND THE SUBRECIPIENT EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.
https://www.flsenate.gov/Laws/Statutes/2012/44.102

4.60 As provided in § 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the SUBRECIPIENT certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof.
This notice is required by § 287.133 (3) (a), Florida Statutes.
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0287/Sections/0287.133.html

4.61 Florida Statutes section 448.095 Employment Eligibility. Per Florida Statute 448.095(3), all Florida private employers are required to verify employment eligibility for all new hires beginning January 1, 2021. Eligibility determination is not required for continuing employees hired prior to January 1, 2021.
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0448/0448.html

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the SUBRECIPIENT shall participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Non-confirmation" or a "Final Non-confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

4.62 Florida Statutes section 713.20, Part 1, Construction Liens
Statutes & Constitution :View Statutes : Online Sunshine (state.fl.us)

4.63 Florida Statutes section 119.021 Records Retention
Statutes & Constitution :View Statutes : Online Sunshine (state.fl.us)

4.64 Florida Statutes section 119.071, Contracts and Public Records
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.071.html

4.65 OSHA. Where SUBRECIPIENT employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety.

4.66 Right to Know. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The SUBRECIPIENT will comply with all applicable "Right to Know" Acts.

4.67 Whistleblower Protections:

a. In accordance with 41 U.S.C. § 4712, the SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between COUNTY and SUBRECIPIENT for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and SUBRECIPIENT with respect to this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the SUBRECIPIENT and COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Dated: September 11, 2024

(SEAL)

Attest as to Chairman's signature only

WITNESSES:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #1 Physical Address

_____
Witness #2 Signature

_____
Witness #2 Printed Name

_____
Witness #2 Physical Address

Approved as to form and legality:

_____
Carly Sanseverino
Assistant County Attorney

Date: 9/10/24

AS TO COUNTY:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, CHAIRPERSON

Date: SEPTEMBER 10, 2024

AS TO SUBRECIPIENT:

COLLIER COUNTY COMMUNITY
REDEVELOPMENT AGENCY (IMMOKALEE)

By: _____
CRA Board Chair

Date: SEPTEMBER 10, 2024

[Please provide evidence of signing authority]

PART V
EXHIBITS

EXHIBIT A

INSURANCE REQUIREMENTS

The SUBRECIPIENT shall furnish to Collier County, c/o Community and Human Services Division, 3339 Tamiami Trail East, Suite 213, Naples, Florida 34112, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Workers' Compensation as required by Chapter 440, Florida Statutes.

2. Commercial General Liability, including products and completed operations insurance, in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, in an amount not less than $1,000,000 combined single limit for combined Bodily Injury and Property Damage.

DESIGN STAGE (IF APPLICABLE)
In addition to the insurance required in 1 – 3 above, a Certificate of Insurance must be provided as follows:

4. Professional Liability Insurance, in the name of the SUBRECIPIENT or the licensed design professional employed by the SUBRECIPIENT, in an amount not less than $1,000,000 per occurrence/$1,000,000 aggregate providing for all sums which the SUBRECIPIENT and/or the design professional shall become legally obligated to pay as damages for claims arising out of the services performed by the SUBRECIPIENT or any person employed by the SUBRECIPIENT in connection with this Agreement. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued.

CONSTRUCTION PHASE (IF APPLICABLE)
In addition to the insurance required in 1 – 4 above, the SUBRECIPIENT shall provide, or cause its Subcontractors to provide, original certificates indicating the following types of insurance coverage prior to any construction:

5. Completed Value Builder's Risk Insurance on an "All Risk" basis, in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Collier County and the SUBRECIPIENT.

6. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained, as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

OPERATION/MANAGEMENT PHASE (IF APPLICABLE)
After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the loan and/or Agreement:

7. Workers' Compensation as required by Chapter 440, Florida Statutes.

8. Commercial General Liability including products and completed operations insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.

9. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $1,000,000 combined single limit for combined Bodily Injury and Property Damage.

10. Property Insurance coverage on an "All Risk" basis, in an amount not less than one hundred (100%) of the replacement cost of the property. Collier County must be shown as a Loss payee, with respect to this coverage A.T.I.M.A.

11. Flood Insurance coverage for those properties found to be within a flood hazard zone, for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy must show Collier County as a Loss Payee A.T.I.M.A.

EXHIBIT B

COLLIER COUNTY COMMUNITY & HUMAN SERVICES

SECTION I: REQUEST FOR PAYMENT

SUBRECIPIENT Name: **Collier County Community Redevelopment Agency (Immokalee)**

SUBRECIPIENT Address: 750 South 5th Street, Suite C, Immokalee, FL 34142

Project Name: First Street Corridor Pedestrian Safety - Construction

Project No: CD24-02 Payment Request #

Total Payment Minus Retainage

Period of Availability: through

Period for which the Agency has incurred the indebtedness through

SECTION II: STATUS OF FUNDS

	Subrecipient	CHS Approved
1. Grant Amount Awarded	$	$
2. Total Amount of Previous Requests	$	$
3. Amount of Today's Request (Total expenditures this period minus retainage, if applicable)	$	$
4. Current Grant Balance (Grant Amount minus previous requests minus today's request)	$	$

I certify that this request for payment has been made in accordance with the terms and conditions of the Agreement between the COUNTY and us as the SUBRECIPIENT. To the best of my knowledge and belief, all grant requirements have been followed.

Signature

Date

Title

Authorizing Grant Coordinator

Authorizing Grant Accountant

Supervisor (Approval required $14,999 and below)

Division Director (Approval Required $15,000 and above)

EXHIBIT C
QUARTERLY PERFORMANCE REPORT DATA

The COUNTY is required to submit Performance Reports to HUD through the Integrated Disbursement and Information System (IDIS). The COUNTY reports information on a quarterly basis. To facilitate in the preparation of such reports, SUBRECIPIENT shall submit the information contained herein within ten (10) days of the end of each calendar quarter. At COUNTY's discretion, SUBRECIPIENT may be required to enter the information collected on this exhibit into an online grant management system.

Subrecipient Name: **Collier County Community Redevelopment Agency (Immokalee)**	Date:
Project Title: First Street Corridor Pedestrian Safety-Construction	IDIS #:
Program Contact:	Telephone Number:

Activity Reporting Period	Report Due Date
October 1st – December 31st	January 10th
January 1st – March 31st	April 10th
April 1st – June 30th	July 10th
July 1st – September 30th	October 10th

REPORT FOR QUARTER ENDING: (check one that applies to the corresponding grant period):
☐ 12/31/20XX ☐ 3/31/20XX ☐ 6/30/20XX ☐ 9/30/20XX Final __/__/20__

Please note: The HUD Program year begins October 1, 20XX – September 30, 20XX. Each quarterly report must include cumulative data beginning from the start of the program year October 1, 20XX.	
1.	Please list the outcome goal(s) from your approved application and SUBRECIPIENT Agreement and indicate your progress in meeting those goals since October 1, 20XX.
a.	Outcome Goals: list the outcome goal(s) from your approved application and SUBRECIPIENT Agreement
	Outcome 1: Procurement/Bid Package completed and submitted for review and approval prior to publication.
	Outcome 2: Complete construction of the First Street Corridor Pedestrian Safety project.
	Outcome 3: Document Achievement of the LMA National Objective.
b.	Goal Progress: Indicate the progress to date in meeting each outcome goal.
	Outcome 1:
	Outcome 2:
	Outcome 3:
2.	Is this project still in compliance with the original project schedule: Yes ☐ No ☐
	If No, Explain:
3.	Since October 1, 20XX; of the persons assisted, how many… Answer ONLY for Public Facilities & Infrastructure Activities *03 Matrix Codes

a.	…now have new access (continuing) to this service or benefit?	0
b.	…now have improved access to this service or benefit?	0
c.	…now receive a service or benefit that is no longer substandard?	0
	Total	**0**

4.	What funding sources did the SUBRECIPIENT apply for this period?			
	Section 108 Loan Guarantee	$	CDBG	$
	Other Consolidated Plan Funds	$	HOME	$
	Other Federal Funds	$	ESG	$
		$	HOPWA	$
		$	**Total Entitlement Funds**	**$**

5.	What is the total number of UNDUPLICATED Persons (LMC) or Households (LMH) served this QUARTER, if applicable? Answer question 5a or 5b; **NOT** both For LMC activities: people, race/ethnicity, and income data are reported by persons. For LMH activities: households, race/ethnicity, and income level are reported by households, regardless the number of persons in the household.				
	a.	Total No. Persons/Adults served (LMC)	0	Total No. persons served under 18 (LMC)	0
		Quarter Total No. of Persons	0	Quarter Total No. of Persons	0
	b.	Total No. of Households served	0	Total No. of female head of household (LMH)	0

6.	What is the total number of UNDUPLICATED clients served since October, if applicable? Answer question 6a or 6b, NOT both For LMC activities: race/ethnicity and income data are reported by persons.				
	a.	Total No. Persons/Adults served (LMC)	0	Total No. Persons served under 18 (LMC)	0
		YTD Total:	**0**	**YTD Total**	**0**
	b.	Total No. Households served (LMH)	0	Total No. female head of household (LMH)	0
		YTD Total	**0**	**YTD Total**	**0**

Complete EITHER question 7 or 8, **NOT** both
Complete question **7a and 7b** if your program only serves clients in one or more of the listed HUD Presumed Benefit categories.

7.	PRESUMED BENEFICIARY DATA ONLY: (LMC) Quarter			PRESUMED BENEFICIARY DATA ONLY (LMC) YTD		
	Indicate the total number of *UNDUPLICATED* persons served this quarter who fall into each presumed benefit category *(the total should equal the total in question #6a or 6b)*:			Indicate the total number of *UNDUPLICATED* persons served since October 1 who fall into each presumed benefit category *(the total should equal the total in question #6a or 6b)*:		
	a	Presumed Benefit Activities Only (LMC) QTR		b	Presumed Benefit Activities Only (LMC) YTD	
	0	Abused Children	**ELI**	0	Abused Children	**ELI**
	0	Homeless Person	**ELI**	0	Homeless Person	**ELI**
	0	Migrant Farm Workers	**LI**	0	Migrant Farm Workers	**LI**
	0	Battered Spouses	**LI**	0	Battered Spouses	**LI**
	0	Persons w/HIV/AIDS	**LI**	0	Persons w/HIV/AIDS	**LI**
	0	Elderly Persons	**LI or MOD**	0	Elderly Persons	**LI or MOD**
	0	Illiterate Adults	**LI**	0	Illiterate Adults	**LI**
	0	Severely Disabled Adults	**LI**	0	Severely Disabled Adults	**LI**
	0	**Quarter Total**		**0**	**YTD Total**	

8.	Complete question **8a and 8b** if any client in your program does not fall into a Presumed Benefit category.	
	Other Beneficiary Data: Income Range	Other Beneficiary Data: Income Range
	Indicate the total number of UNDUPLICATED persons served this Quarter who fall into each income category *(the total should equal the total in question #6)*:	Indicate the total number of UNDUPLICATED persons served since October 1 (YTD) who fall into each income category *(the total should equal the total*

			in question #6):				
a	ELI	Extremely Low Income (0-30%)	0	b	ELI	Extremely Low Income (0-30%)	0
	LI	Low Income (31-50%)	0		LI	Low Income	0
	MOD	Moderate Income (51-80%)	0		MOD	Moderate Income (51-80%)	0
	NON-L/M	Above Moderate Income (>80%)	0		NON-L/M	Above Moderate Income (>80%)	0
		Quarter Total	**0**			**YTD Total**	**0**

9.	Is this project in a Low/Mod Area (LMA)?	YES		NO	
	Was project completed this quarter?	YES		NO	*If yes, complete all of this section 9.*
	Date project completed				

Block Group	Census Tract	Total Beneficiaries	Low/Mod Beneficiaries	Low/Mod Percentage
0	0	0	0	0

Date LMA Narrative approved by CHS?	
What documentation supports project completion? (i.e., Certificate of Completion or Certificate of Occupancy, etc.)	

10. Racial & Ethnic Data **(if applicable)**

Please indicate how many UNDUPLICATED clients served this Quarter fall into each race category. In addition to each race category, please indicate how many persons in each race category consider themselves Hispanic. *(Total Race column should equal the total in question 6.)*			Please indicate how many UNDUPLICATED clients served since October (YTD) fall into each race category. In addition to each race category please indicate how many persons in each race category consider themselves Hispanic. *(Total Race column should equal the total in question 6.)*		
a.	RACE	ETHNICITY /HISPANIC	b.	RACE	ETHNICITY /HISPANIC
White	0	0	White	0	0
Black/African American	0	0	Black/African American	0	0
Asian	0	0	Asian	0	0
American Indian/Alaska Native	0	0	American Indian/Alaska Native	0	0
Native Hawaiian/Other Pacific Islander	0	0	Native Hawaiian/Other Pacific Islander	0	0
Black/African American & White	0	0	Black/African American & White	0	0
American Indian/Alaska Native & Black/African American	0	0	American Indian/Alaska Native & Black/African American	0	0
Other Multi-racial	0	0	Other Multi-racial	0	0
	0	**0**		**0**	**0**

I hereby certify the above information is true and accurate.

Name: _____

Signature: _____

Title: _____

Your typed name here represents your electronic signature

EXHIBIT C-1

Community Development Block Grant (CDBG)
Leverage Funds Report

Leverage Funds must be identified, tracked, and verifiable. Resources must be fully identified and described as submitted with SUBRECIPIENT's application.

Subrecipient Name:	**Collier County Community Redevelopment Agency (Immokalee)**
Report Period:	
Fiscal Year:	
Contract Number:	
Project:	First Street Corridor Pedestrian Safety - Construction
Contact Name:	
Contact Number:	

Leverage Funds

See EXAMPLE below for how to complete this form.

Source	Amount	Type	Use
Total Project Cost		**Ratio:**	

EXAMPLE

Source	Amount	Type	Use
CDBG	$1,000,000	Other Federal Funds	Land Acquisition
HOME	$870,000	Federal Funds	Infrastructure
Private Donation	$1,200,000	Cash & In-Kind	Infrastructure
Philanthropic	$3,500,000	Cash – local funds	52 units Affordable Housing
Total Project Cost	**$6,570,000**	**Ratio:**	**$1 Federal Dollar $2.51 Local Funds**

[Signature Page to Follow]

I hereby certify the above information is true and accurate.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Your typed name here represents your electronic signature.

EXHIBIT D

INCOME CERTIFICATION
INSTRUCTIONS
(Does Not Apply to LMA Projects)

Complete this form and retain appropriate supporting documentation proving CDBG to the COUNTY, to the COUNTY, assistance to an eligible beneficiary. Please retain in your organization's records and have on hand for future monitoring visits.

Effective Date: _____

A. Household Information

Member	Names – All Household Members	Relationship	Age
1			
2			
3			
4			
5			
6			
7			
8			

B. Assets: All Household Members, Including Minors

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
8		0.00	
Total Cash Value of Assets B(a)		0.00	
Total Income from Assets B(b)			0.00
If line B(a) is greater than $50,000, multiply that amount by the rate specified by HUD (applicable rate 0.4%) and enter results in B(c), otherwise leave blank. B(c)			

C. Anticipated Annual Income: Includes Unearned Income and Support Paid on Behalf of Minors

Member	Wages / Salaries (include tips, commissions, bonuses, and overtime)	Benefits / Pensions	Public Assistance	Other Income	Asset Income (Enter the greater of box B(b) or box B(c), above, in box C(e) below)
1					
2					
3					
4					
5					
6					
7					
8					
Totals	(a)	(b)	(c)	(d)	(e)
	0.00	0.00	0.00	0.00	
Enter total of items C(a) through C(e). This amount is the **Annual Anticipated Household Income**.					0.00

D. Recipient Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item A, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief, and are given under penalty of perjury.

WARNING: Florida Statutes Chapter 817, 18 U.S.C. § 1001 and 31 U.S.C. § 3729 provides that willful false statements or misrepresentations concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under Sections 775.082 and 775.083, Florida Statutes. 31 U.S.C. 3729 - False claims - Document in Context - USCODE-2010-title31-subtitleIII-chap37-subchapIII-sec3729 (govinfo.gov)

Signature of Head of Household Date

Signature of Spouse or Co-Head of Household Date

Adult Household Member (if applicable) Date

Adult Household Member (if applicable) Date

E. CDBG Grantee Statement: Based on the representations herein, the family or individual(s) named in Item A of this Income Certification is/are eligible under the provisions of the CDBG Program. The family or individual(s) constitute(s) a:

☐ Extremely Low-Income (ELI) Household means and individual or family whose annual income does not exceed 30/50th of the Very Low-Income (60 percent of VLI) percent of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size. (Maximum Income Limit $_____).

☐ Very Low-Income (VLI) Household means and individual or family whose annual income does not exceed 50 percent of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.
(Maximum Income Limit $_____).

☐ Low-Income (LI) Household means and individual or family whose annual income does not exceed 80 percent of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.
(Maximum Income Limit $_____).

Based on the _____(year) income limits for the Naples-Marco Island Metropolitan Statistical Area (MSA) of Collier County, Florida.
Signature of the CDBG Administrator or His/Her Designated Representative:

Signature Date

Printed Name Title

F. Household Data

	Number of Persons									
	By Race / Ethnicity						By Age			
	American Indian	Asian	Black	Native Hawaiian or Other Pac. Islander	White	Other	0 –25	26 –40	41 –61	62+
Hispanic										
Non-Hispanic										

NOTE: *Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No beneficiary is required to give such information, and refusal to give such information will not affect any right he or she has to the CDBG program.*

EXHIBIT E

ANNUAL AUDIT MONITORING REPORT

Circular 2 CFR Part 200.332 requires Collier County to monitor subrecipients of Federal awards to determine if subrecipients are compliant with established audit requirements (Subpart F). Accordingly, Collier County requires that all appropriate documentation is provided regarding the organization's compliance. In determining Federal awards expended in a fiscal year, the subrecipient must consider all sources of Federal awards, based on when the activity related to the Federal award occurs, including any Federal award provided by Collier County. The determination of amounts of Federal awards expended shall be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. This form may be used to monitor Florida Single Audit Act (Statute 215.97) requirements.

Subrecipient Name	**Collier County Community Redevelopment Agency (Immokalee**
First Date of Fiscal Year (MM/DD/YY)	**Last Date of Fiscal Year (MM/DD/YY)**
Total Federal Financial Assistance Expended during most recently completed Fiscal Year	**Total State Financial Assistance Expended during most recently completed Fiscal Year**
$	**$**

Check A. or B. Check C if applicable

☐	A. The federal/state expenditure threshold for our fiscal year ending as indicated above has been met, and a Single Audit as required by 2 CFR Part 200 Subpart F has been completed or will be completed by _____. Copies of the audit report and management letter are attached or will be provided within 30 days of completion.
☐	B. We are not subject to the requirements of OMB 2 CFR Part 200, Subpart F because we: ☐ Did not exceed the expenditure threshold for the fiscal year indicated above ☐ Are a for-profit organization ☐ Are exempt for other reasons – explain_____ An audited financial statement is attached and if applicable, the independent auditor's management letter.
☐	C. Findings were noted, a current Status Update of the responses and corrective action plan is included separate from the written response provided within the audit report. While we understand that the audit report contains a written response to the finding(s), we are requesting an updated status of the corrective action(s) being taken. Please do not provide just a copy of the written response from your audit report, unless it includes details of the actions, procedures, policies, etc. implemented and when it was or will be implemented.

Certification Statement

I hereby certify that the above information is true and accurate.

Signature	**Date**
Print Name and Title	

06/18

Executive Summary

Recommendation to approve and authorize a Budget Amendment to recognize carry-forward interest earned, in the amount of $1,057.09, for September 2024 on advanced library funding received from the Florida Department of State to support library services for the use of Collier County residents. (Public Service Match Fund 1840).

OBJECTIVE: To recognize interest earned on advanced library funding received from the Florida Department of State. This meets the County's Strategic Objective of Quality of Place by supporting quality public amenities and recreational opportunities.

CONSIDERATIONS: Each year the Collier County Public Library (CCPL) is awarded funds through the State Aid to Library Grants. The most recent grant was approved by the Board of County Commissioners (Board) on August 27, 2024 (Agenda Item #16.D.4). These grants require the CCPL to provide the public with free library services, including loaning library materials, providing reference and information services.

Funds are advanced and therefore accrue interest. The State allows for the rollover of unexpended funds until the funds are fully exhausted. Interest earnings may be used at the discretion of the County and are reinvested back into the County's Library System.

New interest earned, for September 2024, requires recognition of carry-forward interest earnings in the amount of $1,057.09. Staff is seeking Board approval to appropriate this interest earned towards expenditures in support of library services and equipment.

FISCAL IMPACT: A Budget Amendment is required to recognize accrued FY2024 interest revenue from carry forward in the amount of $1,057.09 within Public Services Match Fund (1840), Project 33360.

GROWTH MANAGEMENT IMPACT: There is no Growth Management impact.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and required a majority vote for Board Approval -JAK

RECOMMENDATIONS: To approve and authorize a Budget Amendment to recognize carry-forward interest earned, in the amount of $1,057.09, for September 2024 on advanced library funding received from the Florida Department of State to support library services for the use of Collier County residents. (Public Service Match Fund 1840).

PREPARED BY: Parker Smith, Grants Coordinator I, Community and Human Services

ATTACHMENTS:

1. BA SATL Intererst $1,057.09 September 2024 V2

Executive Summary

Recommendation to adopt a Resolution authorizing approval of a substantial amendment to Collier County's U.S. Department of Housing and Urban Development (HUD) Annual Action Plan for Program Year 2023-2024 and Program Year 2024-2025, to reallocate $1,000,000 from Program Year 2023 CDBG to Program Year 2024 CDBG activity to provide assistance to individual and families through counseling and housing services impacted by recent hurricanes, and authorize submission of the substantial amendment to HUD.

OBJECTIVE: To maintain compliance with federal regulations to allow for the acceptance and use of federal HUD entitlement funds to assist with current public infrastructure needs, support affordable housing efforts along with services to benefit the citizens of Collier County.

CONSIDERATIONS: The U.S. Department of Housing and Urban Development (HUD) provides entitlement funds to local governments to meet program-specific community needs. Entitlement programs include Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG).

Community and Human Services (CHS) staff have recently identified changes to various activities to better address community needs. HUD regulations at 24 CFR Part 91.505 require amendments to Annual Action Plans whenever there is a change in the allocation priorities or method of distributing funds presented in the plan; a change in the use of funds to an activity not described in the Annual Action Plan; or a change in the purpose, scope, location, or beneficiaries of an activity.

On July 1, 2024, the U.S. Department of Housing and Urban Development (HUD) issued a memo: *Streamlined Process for Suspensions and Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Facilitate Recovery from Presidentially Declared Major Disasters.* This memorandum implements suspensions and waivers for communities impacted by Presidentially Declared Major Disasters like Hurricane's Helene and Milton. This waiver will allow a flexible, timely response to assist Collier County citizens who have been impacted by most recent disasters.

To expedite Collier County's actions and provide reasonable notice for citizen's comment, HUD has waived the 30-day public comment period requirement to allow for a 7-day comment period when advertising a substantial amendment to an Annual Action Plan. The required notice was published in the Naples Daily News on December 2, 2024. The advertisement identified a 7-day public comment period from December 3, 2024 to December 10, 2024. On December 16, 2024, a public hearing was held to address the proposed actions and as of the agenda publication, no comments regarding the substantial amendment were received.

Collier County is proposing to amend the Program Year (PY) 2023-2024 and PY2024-2025 U.S. Department of Housing and Urban Development (HUD) Annual Action Plans. The Board of County Commissioners approved the PY2023-2024 Annual Action Plan on July 11, 2023 (Agenda Item #16.D.3) and PY2024-2025 Annual Action Plan on July 23, 2024 (Agenda Item #16.D.4).

The following substantial amendment changes are proposed to the PY2023-2024 Annual Action Plan (in all areas where the activity description is referenced):

Modify Project: Project Name: CDBG: Rental Rehab to CDBG: Public Facilities & Infrastructure
Modify activities as follows to reprogram funding: Remove the Collier County Housing Authority (CD23-02) Rental Acquisition activity and reprogram the $1,000,000 of PY2023 CDBG entitlement funds to the Immokalee Water & Sewer District (CD24-01) to upgrade clay sewer pipes in Farm Worker Village in Immokalee.

CCHA was unable to secure a property to acquire during the grant period and chose to return the funds so they could be reallocated to another eligible project.

The following substantial amendment changes are proposed to the PY2024-2025 Annual Action Plan (in all areas where the activity description is referenced)**.**

Modify Project: Project Name: CDBG: Public Facilities & Infrastructure to CDBG: Affordable Housing (new)
Modify activities as follows to reprogram funding: Remove the Immokalee Water & Sewer District (CD24-01) activity and reprogram the $1,000,000 of PY2024 CDBG entitlement funds to Renaissance Hall at Old Course, LLC for predevelopment costs associated with new construction of Phase 1 of affordable housing in Collier County. A subrecipient agreement between Renaissance Hall at Old Course, LLC and the County will be presented to the Board at a future meeting. The proposed project will benefit four households impacted by Hurricane's Helen or Milton.

Amend Project: Project Name: CDBG: Public Services
Add a new activity as follows: Allocate CDBG funds to Valerie's House in the amount of $41,077.01 to support staff salaries to provide individual and family counseling for those impacted by recent weather events and disasters causing stress and anxiety. A subrecipient agreement between Valerie's House and the County will be presented to the Board at a future meeting.

The reallocation of funds are allowable through HUD's Streamlined Process for Suspensions and Waivers of CPD Grant Program and Consolidated Plan Requirements to Facilitate Recovery from Presidentially Declared Major Disasters dated July 1, 2024, from Marion McFadden, Principal Deputy Assistant Secretary. The reallocations have no negative impact on the Immokalee Water & Sewer District, this is an administrative reallocation.

FISCAL IMPACT: The proposed actions described in this Executive Summary have no new Fiscal impacts. The funding source for the grant awards is the CDBG grant. PY2023 CDBG funds are budgeted in the Housing Grants Fund (1835), CDBG project 33855. PY2024 CDBG funds are budgeted in the Housing Grant Fund (1835), CDBG project 33915.

GROWTH MANAGEMENT IMPACT: Acceptance and implementation of this HUD substantial amendment furthers the Goals, Objectives, and Policies of the Housing Element and the Growth Management Plan.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for approval. -JAK

RECOMMENDATIONS: To adopt a Resolution authorizing approval of a substantial amendment to Collier County's U.S Department of Housing and Urban Development (HUD) Annual Action Plan for Program Year 2023-2024 and Program Year 2024-2025; to reallocate $1,000,000 from Program Year 2023 CDBG to Program Year 2024 CDBG activity to provide assistance to individual and families through counseling and housing services impacted by recent hurricanes; and authorize submission of the substantial amendment to HUD.

PREPARED BY: Tracey Smith, Grant Coordinator II, Community and Human Services Division

ATTACHMENTS:
1. Resolution - amendment to HUD annual action plans

RESOLUTION NO. 2025-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, APPROVING A SUBSTANTIAL AMENDMENT TO COLLIER COUNTY'S U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) ANNUAL ACTION PLANS FOR PROGRAM YEAR 2023-2024 AND PROGRAM YEAR 2024-2025 TO REALLOCATE $1,000,000 FROM PROGRAM YEAR 2023 TO PROGRAM YEAR 2024 TO PROVIDE ASSISTANCE TO INDIVIDUALS AND FAMILIES THROUGH COUNSELING AND HOUSING SERVICES IMPACTED BY RECENT HURRICANES AND AUTHORIZE SUBMISSION OF THE SUBSTANTIAL AMENDMENT TO HUD.

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires a one-year Annual Action Plan be developed and submitted as an application for planning and funding of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Program; and

WHEREAS, the Five-Year Consolidated Plan for 2021 – 2025 was adopted by the Board of County Commissioners on June 21, 2021; and

WHEREAS, the Board of County Commissioners approved the Annual Action Plan for Program Year 2023-2024 on July 11, 2023 by Resolution 2023-131A and the Annual Action Plan for Program Year 2024-2025 on July 23, 2024 by Resolution 2024-138; and

WHEREAS, the overall goal of the community planning and development programs covered by the action plan is to develop viable communities by providing decent, affordable housing, a suitable living environment and expanding economic opportunities for low and moderate-income persons; and

WHEREAS, in order to reprogram the HUD Community Development Block Grant (CDBG) funding, each entitlement must amend the Action Plan to recognize reallocation of funding within identified programs to be undertaken and respond to community needs; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The Board of County Commissioners of Collier County approves the amendments to the Program Year 2023-2024 and Program Year 2024-2025 Annual Action Plans and authorizes the Community and Human Services Division to transmit the amendments and required documents to the funding authority and take all necessary actions to implement the CDBG program.
2. The Annual Action Plan sets forth dollar amounts and project descriptions for the activities to be funded by the CDBG grant. A description of the proposed projects and associated funding is included in the Executive Summary and incorporated by reference.
3. This Resolution shall become effective upon adoption by a majority vote of the Board of County Commissioners.

This Resolution adopted this _____ day of _____ 2025, after motion, second and majority vote favoring same.

ATTEST:

CRYSTAL K. KINZEL, CLERK

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Approved as to form and
legal sufficiency:

_____
Jeffrey A. Klatzkow, County Attorney

Executive Summary

Recommendation to approve and authorize the Chairman to sign a Landlord Payment Agreement between Collier County and Sangaredi LLC., allowing the Community and Human Services Division (CHS) to administer the Rapid Re-Housing and Homelessness Prevention Program through the Emergency Solutions and Rapid Unsheltered Survivor Housing (RUSH) Grant Programs.

OBJECTIVE: To support comprehensive affordable housing opportunities by providing rental assistance to individuals and families who may be impacted by Hurricane Ian and any other declared disaster and also those who may also be homeless or at risk of homelessness in Collier County.

CONSIDERATIONS: The U.S. Department of Housing and Urban Development (HUD) provides Emergency Solutions Grants (ESG) and Emergency Solutions Grant Rapid Unsheltered Survivor Housing (RUSH) funds to address housing-specific homeless and at-risk homeless needs identified in the community. These funds may include payment for rental application fees, security deposits, utility deposits or payments, last month's rent, as well as short- or medium-term rental assistance.

Every five (5) years, the County is required to prepare the Consolidated Plan outlining the goals and activities over the next five (5) years for the HUD entitlement funds. The 2021-2025 Consolidated Plan, including the FY2021 One-Year Action Plan, was approved by the Board on June 22, 2021, Agenda Item #16.D.7. Each year the County prepared the One Year Action plan and includes those ESG activities; as such for the PY22-23 the Board approved the action plan on June 28, 2022, Agenda Item #16.D.4, the PY23-24 One-Year Action Plan was approved by the Board on July 11, 2023, Agenda Item #16.D.3 and the PY24-25 One-Year Action Plan was approved by the Board on July 23, 2024, Agenda Item #16.D.4.

The Board approved the ESG funding PY23 on July 11, 2023, Agenda Item #16.D.3 and PY24 on July 23, 2024 Agenda Item #16.D.4.

On October 26, 2022, the County was notified of the award in the amount of $861,716 in Emergency Solutions Grant Rapid Unsheltered Survivor Housing (ESG RUSH) funding. A Substantial Amendment to the PY22-23 Annual Action Plan was approved by the Board on December 13, 2022, Agenda Item #16.D.8 accepting the ESG RUSH funds with a period of performance date of February 14, 2023, to February 13, 2025. On February 29, 2024 the County was notified of a second allocation award in the amount of $1,150,486 in ESG RUSH funding. On May 28, 2024 Agenda Item #16.D.4 the Board approved the acceptance of the second allocation from HUD in the amount of $1,150,486 for the ESG RUSH Program. On May 10, 2024 the final award agreement was received from HUD with a period of performance date of May 13, 2024 to May 12, 2026.

In order to fully expend the 2023 and 2024 ESG and 2022 and 2024 ESG RUSH funds, it is necessary for the County to directly administer an ESG/ESG RUSH program due to the lack of subrecipients. As part of this program, the priority is to serve those who are homeless and at risk of homelessness as well as those impacted by recent natural disasters.

HUD requires that each landlord enter into a landlord agreement with the County for payment. Staff has identified Sangaredi LLC as a landlord willing to participate in the program.

CHS has prepared a Landlord Payment agreement pursuant to 25 CFR 576.106 (e). Landlords are only paid for those costs associated with the leases, i.e. rent, pet fees, utilities etc. The maximum amount of assistance is determined by the recertification eligibility of the tenant and as defined by the ESG program parameters. If this item is approved, the attached standard Landlord Payment Agreement will be forwarded to the Board Chairman for signature and execution and shall end upon thirty (30) days' written notice by either party.

FISCAL IMPACT: The proposed actions have no new fiscal impact. Funding is available in the Housing Grant Fund (1835), Projects 33910, 33856, and 33917. The required ESG match is available in Housing Match Fund (1836), Project 33856 and 33917. The match requirement for ESG RUSH Project 33910, has been waived by HUD.

GROWTH MANAGEMENT IMPACT: Acceptance and implementation of this will further the Goals, Objectives, and Policies within the Housing Element of the Growth Management Plan.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires a majority vote for Board approval. -JAK

RECOMMENDATIONS: To approve and authorize the Chairman to sign a Landlord Payment Agreement between Collier County and Sangaredi LLC., allowing the Community and Human Services Division (CHS) to administer the Rapid Re-Housing and Homelessness Prevention Program through the Emergency Solutions and Rapid Unsheltered Survivor Housing (RUSH) Grant Programs.

PREPARED BY: Adrienne Meijer, Grants Coordinator I, Community and Human Services Division

ATTACHMENTS:
1. Sangaredi LLC Landlord Payment Agreement w CAO

Collier County
Board of County Commissioners

Item Number: 16.D.6.
Item ID#: 2024-2286

Item Title: Recommendation to approve and authorize the Chairman to sign a Landlord Payment Agreement between Collier County and Sangaredi LLC., allowing the Community and Human Services Division (CHS) to administer the Rapid Re-Housing and Homelessness Prevention Program through the Emergency Solutions and Rapid Unsheltered Survivor Housing (RUSH) Grant Programs.

Meeting Date: 1/14/2025

Entered By:
Name: Adrienne Meijer, Grants Coordinator I
(12/16/2024 3:08 PM)
Email: Adrienne.Meijer@CollierCountyFL.gov

Prepared By:
Name: Adrienne Meijer, Grants Coordinator I, Community and Human Services Division

Approved By:

Adrienne Meijer	Created/Initiated - 12/16/2024
Darrick Gartley	Approved - 12/19/2024
Kristi Sonntag	Approved - 12/19/2024
Erica Robinson	Approved - 12/20/2024
Debra Windsor	Approved - 12/20/2024
Therese Stanley	Approved - 12/27/2024
Maggie Lopez	Approved - 12/30/2024
Jeff Klatzkow	Approved - 12/31/2024
Amy Patterson	Final Approval - 1/6/2025

Executive Summary

Recommendation to approve an after-the-fact Third Amendment to the FY24 Older Americans Act Title III agreement # OAA 203.24.03 between the Area Agency on Aging of Southwest Florida, Inc., and Collier County in the amount of ($5,000.00) bringing the total award to $3,004,265.41. (Human Services Grant Fund 1837)

OBJECTIVE: To ensure continuous support for elderly clients through the Collier County's Services for Seniors Program (CCSS) and enhance the Quality of Place focus area by improving access to health, wellness, and human services.

CONSIDERATIONS:

The Older Americans Act (OAA) Programs are federal initiatives that provide assistance to older persons and caregivers and are the only federally funded support services programs directed solely toward improving the lives of older persons. These funds are received by Collier County through the Area Agency on Aging of Southwest Florida, Inc. (AAASWFL).

On February 13, 2024, (Agenda Item#16.D.1) The Collier County Board of County Commissioners (Board) approved a grant award from AASWFL in the amount of $1,429,000 to be used from January 1, 2024-December 31, 2024.

On September 10, 2024, (Agenda Item #16.D.6) the Board approved Amendment #1 which awarded additional funding in the amount of $1,362,231.23.

On December 10, 2024, (Agenda Item #16.D.13) the Board approved Amendment #2 which awarded additional funding in the amount of $218,034.18.

On December 20, 2024, Collier County received the proposed Third Amendment from AAASWFL reducing only the Nutrition Services Incentive Program (NSIP) funding by $5,000.00 bringing the total award amount to $3,004,765.41.

The grantor agency AAASWFL requested the $5,000 in funding from the Community and Human Services Division (CHS) prior to the grant expiration date of December 31, 2024, to assist another agency experiencing a shortfall. The proposed reduction will have no negative impact on program delivery.

The following tables provide a detailed breakdown of the funding:

Table 1 Current Funding

Program Component	**Project Number**	**Current Award**	**Match Requirement**	**Local Cash Match**	**Vendor Match**
Title III-B Services	33881	$632,114.59	$70,234.95	$26,709.46	$43,525.49
Title C1 Congregate Meals	33883	$1,286,751.29	$142,972.37	$93,219.65	$49,752.72
Title C2 Home Delivered Meals	33884	$820,313.33	$91,145.93	$48,365.71	$42,780.22
Title III-E Services	33885	$236,168.70	$26,240.97	$19,453.57	$6,787.40
NSIP	33886	$33,917.50	N/A	N/A	N/A
Total		**$3,009,265.41**	**$330,594.22**	**$187,748.39**	**$142,845.83**

Table 2: Proposed Total Award Funding Under Amendment #3

Program Component	**Project Number**	**Revised Award**	**Final Match Requirement**	**Local Match**	**Vendor Match**

Title III-B Services	33881	$632,114.59	$70,234.95	$26,709.46	$43,525.49
Title C1 Congregate Meals	33883	$1,286,751.29	$142,972.37	$93,219.65	$49,752.72
Title C2 Home Delivered Meals	33884	$820,313.33	$91,145.93	$48,365.71	$42,780.22
Title III-E Services	33885	$236,168.70	$26,240.97	$19,453.57	$6,787.40
NSIP	33886	$28,917.50	N/A	N/A	N/A
Total		**$3,004,265.41**	**$330,594.22**	**$187,748.39**	**$142,845.83**

Table 3: Proposed Reduction in Amendment #3

Program	Project Number	Award Variance	Match** Variance	Local Match Variance	Vendor Variance
Title III-B Services	33881	$0.00	$0.00	$0.00	$0.00
Title C1 Congregate Meals	33883	$0.00	$0.00	$0.00	$0.00
Title C2 Home Delivered Meals	33884	$0.00	$0.00	$0.00	$0.00
Title III-E Services	33885	$0.00	$0.00	$0.00	$0.00
NSIP	33886	($5,000)	N/A	N/A	N/A
Total		**($5,000.00)**	**$0.00**	**$0.00**	**$0.00**

AAASWFL routinely sends CCSS agreements and amendments that require a limited turnaround time. This timeframe makes it impossible to process the documents for the Board's approval in the time requested by the AAASWFL. The amendment is being presented "After-the Fact" because Collier County received the Amendment on December 20, 2024, with an effective date of the last day the amendment had been signed by both parties. Consequently, pursuant to CMA #5330, the County Manager is authorized to sign AAASWFL related contracts. The amendment is being presented for Board ratification. Collier County, as the Lead Agency, is responsible for responding to seniors' needs and managing the spending authority for the Federal and State Funded Services for Seniors programs.

FISCAL IMPACT: A Budget Amendment has been done administratively to reduce grant funding in the amount of ($5,000.00) in Human Services Grant Fund (1837) Project 33886, NSIP. There is no impact to the General Fund (0001).

GROWTH MANAGEMENT IMPACT: There is no Growth Management impact associated with this Item.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for approval. -JAK

RECOMMENDATIONS: To approve an after-the-fact Third Amendment to the FY24 Older Americans Act Title III agreement # OAA 203.24.03 between the Area Agency on Aging of Southwest Florida, Inc., and Collier County in the amount of ($5,000.00) bringing the total award to $3,004,265.41. (Human Services Grant Fund 1837)

PREPARED BY: Prepared By: Joshua Thomas, Grants Coordinator I, Community & Human Services Division

ATTACHMENTS:

1. OAA 203.24 ExecF
2. OAA 203.24.01 Signed MM
3. OAA 203.24.02 Fully Executed
4. OAA 203.24.03 Signed MM

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.
STANDARD CONTRACT

THIS CONTRACT is entered into between Area Agency on Aging for Southwest Florida, Inc. d/b/a AAASWFL and Collier County Board of County Commissioners (Contractor), collectively referred to as the "Parties." The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient.
WITNESSETH THAT:
WHEREAS, the AAASWFL has determined that it is in need of certain services as described herein; and
WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the AAASWFL.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Purpose of Contract:
The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, and exhibits which constitute the contract document.

2. Incorporation of Documents within the Contract:
The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant AAASWFL handbooks, manuals and/or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract:
This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **January 1, 2024** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2024**.

4. Contract Amount:
The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$1,429,000.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), AAASWFL may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by AAASWFL and the availability of funds.

6. Compliance with Federal Law:

6.1 If this contract contains federal funds this section shall apply.

6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to AAASWFL.

6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the

Certification and Assurances Attachment, which must be completed and returned to AAASWFL prior to the execution of this contract.

6.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

6.1.5 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

6.2 The Contractor shall not employ an unauthorized alien. AAASWFL will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. § 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. § 1101). Such violation will be cause for unilateral cancellation of this contract by AAASWFL.

6.3 If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N), and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify AAASWFL in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR § 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

6.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

7. <u>Compliance with State Law:</u>

7.1 This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

7.2 If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures.

7.3 The Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

7.3.1 The Contractor shall perform all tasks contained in Attachment I.

7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by AAASWFL prior to payment.

7.3.3 The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.

7.3.4 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

7.3.5 If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

7.3.6 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Section 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract for which AAASWFL may unilaterally terminate this contract.

7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.7 AAASWFL may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

7.8 Board members shall have access to records of the organization in accordance with Chapter 617, Florida Statutes. Board members shall not have unfettered access to records and/or protected or confidential information of clients (recipients of services) unless specifically authorized by law. Protected health information and/or confidential information (e.g., information involving a victim of abuse, sexual assault, crime) should not be shared with Board members, or any other individuals, unless such disclosure is specifically authorized by law and necessary to the performance of their specific duties.

7.9 Areas that intake or store protected health information and/or confidential information shall have restricted access limited to those employees/volunteers who are authorized by law to access such information.

7.10 The Contractor shall secure all protected and/or confidential information and shall implement appropriate safeguards to protect unauthorized disclosure of such information in accordance with this Agreement.

7.11 The Contractor's Board shall hold all meetings in accordance with Chapters 286, Florida Statutes. No formal actions shall be considered binding except as taken or made at a meeting that has been properly noticed.

7.12 The Contractor shall notice all Board meetings on their respective websites and in the Florida Administrative Register (FAR). To set up an account with FAR, send an email to administrativecode@DOS.myflorida.com.

7.13 The Contractor shall also provide a notice, agenda and copies of any related meeting materials to AAASWFL

7.14 The Contractor shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.

8. <u>Background Screening:</u>

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., are met regarding background screening for all contractor's and direct service providers' employees; administrators or similarly titled persons who are responsible for the day-to-day operation of the direct service provider; financial officers or similarly titled individuals who are responsible for the financial operation of the licensee or direct service provider; any persons who have a controlling interest; managers; supervisors; and volunteers, and as provided herein. The Contractor and its direct service providers, must also comply with any applicable rules promulgated by the AAASWFL and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Contractor shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to AAASWFL within thirty (30) days of execution of this contract. Should AAASWFL have a completed Screening Form on file for the Contractor,

a new Screening Form shall be submitted to AAASWFL every twelve (12) months, and the Contractor shall also maintain copies of the new screening forms for its direct service providers as required herein. The Contractor hereby agrees to correct all background screening deficiencies identified by AAASWFL within thirty (30) days upon notification.

8.1 Further information concerning the procedures for background screening may be found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

9. Grievance Procedures:

The Contractor shall develop, implement, and ensure that its Subcontractors have established grievance procedures to process and resolve client dissatisfaction with, or denial of, service(s) and to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subcontractor's determination(s).

10. Public Records and Retention:

10.1 By execution of this contract, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

10.1.1 Keep and maintain public records required by AAASWFL to perform the contracted services.

10.1.2 Upon request from AAASWFL provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to AAASWFL.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to AAASWFL, all public records in possession of the Contractor to AAASWFL or will keep and maintain public records required by AAASWFL. If the Contractor transfers all public records to AAASWFL upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to AAASWFL in a format that is compatible with the information technology systems of AAASWFL.

10.2 AAASWFL may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT AAASWFL AT:

AAASWFL
Richard Cocchieri, CFO
2830 Winkler Ave, Suite 112
Ft. Myers, Florida 33916

10.3 Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to AAASWFL, transfer all public records in their possession to AAASWFL and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to AAASWFL in a format that is compatible with the information technology systems of AAASWFL.

11. Audits, Inspections, Investigations:

11.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest, and expenditures of funds provided by AAASWFL under this contract. Contractor shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.

11.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to AAASWFL.

11.3 Upon demand, at no additional cost to AAASWFL, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.

11.4 The Contractor shall ensure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by AAASWFL.

11.5 At all reasonable times for as long as records are maintained, persons duly authorized by AAASWFL and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

11.6 The Contractor shall provide a Financial and Compliance Audit to AAASWFL as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.

11.7 Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.

11.8 In accordance with Executive Order 20-44 which requires executive agencies to submit a list of entities named in statute with which a state agency must form a sole-source, public-private agreement or an entity that, through contract or other agreement with the state, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds. Any Contractor that meets one or both of the criteria listed must submit an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams within thirty (30) days of execution of this contract.

11.8.1 The report must include total compensation including salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

11.8.2 The Contractor shall inform the agency of any changes in total executive compensation between the annual reports as those changes occur.

11.8.3 All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity.

12. Nondiscrimination-Civil Rights Compliance:

12.1 The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status, or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status, or sex.

12.2 During the term of this contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.

12.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that AAASWFL may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief including, but not limited to, termination of the contract and denial of further assistance.

13. Monitoring by AAASWFL:

The Contractor shall permit persons duly authorized by AAASWFL to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure AAASWFL of the satisfactory performance of the terms and conditions of this contract. Following such review, AAASWFL will provide a written report of its findings to the Contractor and, where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by AAASWFL.

14. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

15. Coordinated Monitoring with Other Agencies:

If the Contractor receives funding from one or more State of Florida human service agencies, in addition to AAASWFL, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to Section 287.0575, F.S., as amended, Florida's human service agencies shall include AAASWFL, the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, and the Department of Veterans' Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

16. New Contract(s) Reporting:

The Contractor shall notify AAASWFL within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract.

17. Indemnification:

The Contractor shall indemnify, save, defend, and hold harmless AAASWFL and its agents and employees from any and all claims, demands, actions, and causes of action of whatever nature or character arising out of, or by reason of, the execution of this contract or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify AAASWFL for claims, demands, actions, or causes of action arising solely out of the negligence of AAASWFL.

17.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between AAASWFL and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding:

18.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or

subdivision as defined by Section 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor shall ensure that AAASWFL has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. AAASWFL reserves the right to require additional insurance as specified in this contract.

18.2 Throughout the term of this contract, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees, and agents of the Contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company, and consistent with good business practices.

19. Confidentiality of Information:

The Contractor shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

20. Health Insurance Portability and Accountability Act:

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

21. Incident Reporting:

21.1 The Contractor shall notify AAASWFL immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of conditions that may materially affect the Contractor's or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to AAASWFL (by telephone) with an email to immediately follow.

21.2 The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Contractor, its Subcontractors, and their employees.

22. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify AAASWFL if the Contractor, its assignees, Subcontractors, or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to AAASWFL: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity:

23.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), AAASWFL and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "AAASWFL and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words "AAASWFL or State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by AAASWFL prior to such use.

24. Subcontracts:

25.1 The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval AAASWFL deems necessary. The Contractor further agrees that AAASWFL will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend AAASWFL against any such claims.

25.2 The Contractor shall promptly pay any Subcontractors upon receipt of payment from AAASWFL or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor:

It is the intent and understanding of the Parties that the Contractor and any of its Subcontractors are independent Contractors and are not employees of AAASWFL, and that they shall not hold themselves out as employees or agents of AAASWFL without prior specific authorization from AAASWFL. It is the further intent and understanding of the Parties that AAASWFL does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor or its Subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Contractor are the sole responsibility of the Contractor.

26. Payment:

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. AAASWFL's Fiscal Department will have final approval of the Contractor's invoice submitted for payment and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to AAASWFL's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.

27. Return of Funds:

The Contractor shall return to AAASWFL any overpayments due to unearned funds or funds disallowed, and any interest attributable to such funds pursuant to the terms and conditions of this contract, that were disbursed to the Contractor by AAASWFL. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from AAASWFL. In the event that AAASWFL first discovers an overpayment has been made, AAASWFL will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after AAASWFL notification or Contractor discovery.

28. Data Integrity and Safeguarding Information:

The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

29. Social Media and Personal Cell Phone use:

30.1 Inappropriate use of social media and personal cell phones may pose risks to AAASWFL and DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Contractor agrees to the following social media and personal cell phone use requirements.

30.2 **Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok,

Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

30.3 Application to any direct or incidental DOEA, AAASWFL or other state business. This contract applies to any DOEA, AAASWFL or other state business conducted on any of the Contractor's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.

30.4 Application to AAASWFL and Contractors Equipment. This contract applies regardless of whether the social media is accessed using AAASWFL's IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA. Contractor acknowledges that any DOEA, AAASWFL or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

30.6 Prohibited or Restricted Postings. Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of AAASWFL may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the contractor's records.

30.7 Assist AAASWFL with Communications. Contactors may be asked periodically to assist in distributing certain AAASWFL communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

30. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer, or agent of the Contractor or Subcontractor shall participate in the selection or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm being selected for award. The Contractor's or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor's board members and management must disclose to AAASWFL any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or, if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime:

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

32. Purchasing:

32.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

32.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

32.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

32.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by AAASWFL in accordance with its rules.

32.1.4 Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

33.2 The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when AAASWFL determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

33.3 The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

33.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.3.2 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at https://pride-enterprises.org/.

33.4 The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to AAASWFL and must accompany each invoice submitted to AAASWFL. The CMBE Report is attached to this contract.

34. <u>Patents, Copyrights, Royalties:</u>

If this contract is awarded state funding and if any discovery, invention, or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract or in any way connected with this contract, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention, or copyrightable material to AAASWFL to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

34.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.

34.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but AAASWFL shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

35. Emergency Preparedness and Continuity of Operations:

35.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to AAASWFL, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify AAASWFL of emergency provisions.

35.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36. Equipment:

36.1 Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or $5,000.00 [for federal funds - 2 CFR § 200.33 and 45 CFR § 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of $5,000.00 or more per unit, and expected useful life of at least one (1) year; and hardback bound books not circulated to students or the general public, with a value or cost of $250.00 or more [for state funds].

36.2 Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to AAASWFL upon request. The Contractor shall promptly investigate, fully document, and notify AAASWFL of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to AAASWFL.

36.3 The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:

36.3.1 Property records must be maintained that include a description of the equipment;

36.3.2 Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

36.3.3 Source of funding for the equipment, including the federal award identification number;

36.3.4 Whether title vests in the Contractor or the federal government;

36.3.5 Acquisition date (or date received, if the equipment was furnished by the federal government);

36.3.6 Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

36.3.7 Location, use and condition of the equipment and the date the information was reported;

36.3.8 Unit acquisition cost; and

36.3.9 Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

36.3.10 A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.

36.3.11 A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).

36.3.12 Adequate maintenance procedures must be developed to keep the property in good condition.

36.3.13 If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

36.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.

36.5 The Contractor shall not dispose of any equipment or materials provided by AAASWFL or purchased with funds provided through this contract without first obtaining the approval of AAASWFL. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).

36.6 AAASWFL will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR § 200.313 or 45 CFR § 75.320, as applicable.

36.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of AAASWFL. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code (U.S.C.). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.

36.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

36.9 The Contractor must adhere to AAASWFL's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to AAASWFL upon request. The Contractor has the responsibility to require any Subcontractors to comply with AAASWFL's ITR procedures.

37. PUR 1000 Form:

The PUR 1000 Form is hereby incorporated by reference and available at:

http://dms.myflorida.com/purchasing

In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract, the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. Use of State Funds to Purchase or Improve Real Property:

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution:

Any dispute concerning performance of the contract shall be decided by AAASWFL, who shall reduce the decision to writing and serve a copy on the Contractor.

40. Financial Consequences:

If the Contractor fails to meet the minimum level of service or performance identified in this contract, AAASWFL shall impose financial consequences as stated in Attachment I.

41. No Waiver of Sovereign Immunity:

Nothing contained in this contract is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. Venue:

If any dispute arises out of this contract, the venue of such legal recourse shall be Duval County, Florida.

43. Entire Contract:

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon AAASWFL or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. Force Majeure:

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. Severability Clause:

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

46. Condition Precedent to Contract Appropriations:

The Parties agree that AAASWFL's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

47. Addition/Deletion:

The Parties agree that AAASWFL reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. Waiver:

The delay or failure by AAASWFL to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of AAASWFL's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

49. Compliance:

The Contractor shall abide by all applicable current federal statutes, laws, rules, and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor and subject the contract to immediate unilateral cancellation of the contract at the discretion of AAASWFL.

50. Final Invoice:

The Contractor shall submit the final invoice for payment to AAASWFL no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and AAASWFL shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by AAASWFL.

51. Renegotiations of Modifications:

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in AAASWFL's operating budget.

52. Suspension of Work:

AAASWFL may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. AAASWFL shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, AAASWFL shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

53. Termination:

53.1 Termination for Convenience. AAASWFL, by written notice to the Contractor, may terminate this contract in whole or in part when AAASWFL determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause. AAASWFL may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of AAASWFL. The rights and remedies of AAASWFL in this clause are in addition to any other rights and remedies provided by law or under the contract.

54. Electronic Records and Signature:

AAASWFL authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

54.1 AAASWFL's authorization pursuant to this section does not authorize electronic transactions between the Contractor and AAASWFL. The Contractor is authorized to conduct electronic transactions with AAASWFL only upon further written consent by AAASWFL.

54.2 Upon request by AAASWFL, the Contractor shall provide AAASWFL with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to AAASWFL of any document that was originally in electronic form with an electronic signature must identify the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

55. Contract Manager:

AAASWFL may substitute any AAASWFL employee to serve as the AAASWFL Contract Manager.

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56. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Collier County Board of County Commissioners 3339 E Tamiami Trail, Building H Naples, FL 34112
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Kristi Sonntag, Director Collier County Board of County Commissioners Community and Human Services 3339 E Tamiami Trail, Building H Naples, FL 34112
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Kristi Sonntag, Director Collier County Board of County Commissioners Community and Human Services 3339 E Tamiami Trail, Building H Naples, FL 34112 (239) 252-2273
d.	The section and location within the Agency whereRequests for Payment and Receipt and Expenditure forms are to be mailed is:	Area Agency on Aging for Southwest Florida, Inc. 2830 Winkler Ave., Suite 112 Fort Myers, FL 33916
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Richard Cocchieri Area Agency on Aging for Southwest Florida, Inc. 2830 Winkler Ave., Suite 112 Fort Myers, FL 33916 (239) 652-6900 x58279
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

57. All Terms and Conditions Included:

This contract and its Attachments I – XVI, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS WHEREOF, the Parties hereto have caused this ninety-one (91) page contract to be executed by their undersigned officials as duly authorized.

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.	COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
SIGNED: Maricela Morado Digitally signed by Maricela Morado Date: 2023.12.27 10:21:25 -05'00'	**SIGNED:** WilliamsTanya Digitally signed by WilliamsTanya Date: 2023.12.20 09:20:44 -05'00'
NAME: MARICELA MORADO	**NAME:** TANYA R WILLIAMS As designee of the County Manager, pursuant to Resolution No. 2018-202.
TITLE: PRESIDENT & CHIEF EXECUTIVE OFFICER	**TITLE:** PUBLIC SERVICE DEPARTMENT HEAD
DATE: 12/27/2023	**DATE:** 12.20.2023

Approved as to Form and Legality:

DDP 12/19/2023

Derek D. Perry
Assistant County Attorney

Federal Tax ID: 59-6000558
Fiscal Year Ending Date: 09/30
DUNS: 076997790

CAO

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ATTACHMENT I
STATEMENT OF WORK

I. *SERVICES TO BE PROVIDED*

A. Definitions of Terms

1. Contract Acronyms

Area Agency on Aging (AAA)

Activities of Daily Living (ADL)

Administration on Aging (AoA)

Administration on Community Living (ACL)

Alliance of Information & Referral Systems (AIRS)

Assessed Priority Consumer List (APCL)

Adult Protective Services (APS)

Chronic Disease Self-Management Education (CDSME)

Chronic Disease Self-Management Program (CDSMP)

Dietary Reference Intake (DRI)

Enterprise Client Information and Registration Tracking System (eCIRTS)

Evidence-Based Disease Prevention and Health Promotion (EBDPHP)

Florida Department of Business and Professional Regulations (DBPR)

Florida Department of Elder Affairs (Agency or Agency)

Florida Department of Health (DOH)

Information and Referral (I&R)

Instrumental Activities of Daily Living (IADL)

National Council on Aging (NCOA)

Nutrition Services Incentive Program (NSIP)

Older Americans Act (OAA)

Planning and Service Area (PSA)

State of Florida (State)

Statewide Medicaid Managed Care Long-Term Care (SMMC LTC)

United States Department of Agriculture (USDA)

United States Department of Health and Human Services (USDHHS)

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Area Plan: A plan developed by the AAA outlining a comprehensive and coordinated service delivery systemin its PSA in accordance with Section 306 of the OAA [42 United States Code (U.S.C.) § 3026] and Agencyinstructions.

Area Plan Update: A revision to the Area Plan wherein the AAA enters OAA specific data in eCIRTS. An update may also include other revisions to the Area Plan as instructed by the Agency.

Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.

Criteria: A standard which the AoA/ACL set for the Title IIID Program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest- Level Criteria.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

B. General Description

1. General Statement

The primary purpose of the OAA Program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. These systems assist older individuals to attain and maintain maximum independence with supportive services.

The NSIP provides incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, 93.052, and 93.053;

b. Older Americans Act of 1965, as amended 2020;

c. 42 U.S.C. § 303 and§ 604;

d. Rule 58A-1, Florida Administrative Code (F.A.C.);

e. Section 430.101, Florida Statutes (F.S.); and

f. Agency Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB, Title IIIC1, Title IIIC2, Title IIID, and Title IIIE Programs and NSIP, within its designated PSA. The program services shall be provided in a manner consistent with the Contractor's current Area Plan, as updated and hereby incorporated by reference, and the current Agency Programs and Services Handbook**.** The Contractor shall use the NSIP funding to supplement funding for food used in meals served by OAA Nutrition Program Providers.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas),

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. NSIP

Meals served to an elderly individual, funded in whole or in part under the SMMC LTC, Home Care for the Elderly, Community Care for the Elderly Programs, or other means tested programs may not be included in the NSIP count. OAA-funded congregate meals provided to SMMC LTC clients may be included in the NSIP count.

c. OAA Title IIIB, Supportive Services

i. Individuals must be age sixty (60) or older; and

ii. I&R/Assistance services are provided to individuals regardless of age.

d. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

i. Cannot afford to eat adequately;

ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;

iii. Have limited mobility which may impair their capacity to shop and cook for themselves;

iv. Have a disabling illness or physical condition requiring nutritional support; or

v. Have been screened at a high nutritional risk.

e. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.d. above, individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

i. Individuals age sixty (60) or older;

ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;

iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;

iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and

v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

f. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.d., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

i. Individuals age sixty (60) or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability, isolation, or caring for a loved one who is ill at home;

ii. Individuals age sixty (60) or older who are unable to attend a congregate nutrition site due to teeth and/or mouth issues which makes it difficult to eat in public;

iii. Individuals age sixty (60) or older who are at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate;

iv. Individuals age sixty (60) or older who are at nutritional risk who are socially or otherwise isolated, including those who are self-isolating at home due to health or other reasons, and unable to attend a congregate nutrition site;

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v. Individuals age sixty (60) or older who are unable to prepare meals due to a lack of or inadequacy of facilities; an inability to shop, cook, or prepare meals safely; a lack of funds to purchase nutritious food; or a lack of appropriate knowledge or skill;

vi. A home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home; and

vii. Individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care.

g. OAA Title IIID, Disease Prevention and Health Promotion Services

i. Target individuals age sixty (60) or older; and

ii. Priority will be given to individuals residing in medically underserved areas.

h. OAA Title IIIE, Caregiver Support Services

Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:

i. Eligible individuals include:

(1) Family caregivers of individuals age sixty (60) or older; and

(2) Grandparents [age fifty-five (55) or older] or older individuals [age fifty-five (55) or older] who are relative caregivers.

ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" as defined above.

iii. For Home Delivered Meals for IIIE and IIIEG, caregivers and individuals who reside in the home and are dependent on the caregiver for care.

iv. Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. *MANNER OF SERVICE PROVISION*

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current Area Plan, as updated and approved by the Agency, and the current Agency Programs and Services Handbook.

4. Program Eligibility Requirements

a. Eligibility Criteria

To be eligible for program participation, an entity must:

i. Be an agency that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]; and

ii. Partner with a nutrition service provider that serves meals and is under the jurisdiction, control, management, and audit authority of the AAA and the Agency.:

b. Provider's Nutrition Service Operations

The Contractor shall ensure that the nutrition service operations of the provider meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current Agency Programs and Services Handbook, USDHHS, USDA, DOH and local health Agencys, DBPR, or any other agency designated to inspect meal quality for the State.

c. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this contract meets the following criteria:

i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the USDHHS and USDA; and

ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

d. Food Origin and Commodities Requirements

Consistent with existing requirements of the NSIP, the Contractor and its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the Subcontractor, the Contractor shall notify the Agency Contract Manager and the Agency's Chief Financial Officer in writing of such delay. The Contractor shall not permit a Subcontractor to perform services related to this contract without having a binding Subcontractor agreement executed. The Agency will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the Agency Contract Manager within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this contract are achieved.

a. The Contractor shall require subcontractors to enter all required data per the Agency's eCIRTS Policy Guidelines for clients and services into the eCIRTS database. The data must be entered into the eCIRTS database before the subcontractors submit their Request for Payment and Receipts and Expenditure Reports to the Contractor. The Contractor shall establish time frames to ensure compliance with due dates for the Requests for Payment and Receipts Expenditure Reports to the Agency.

b. The Contractor shall require subcontractors to run monthly eCIRTS reports and to verify that the client and service data in the eCIRTS database is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipts and Expenditure Report and must be reviewed by the Contractor before the subcontractor's Request for Payment and Receipts and Expenditure Reports can be approved by the Contractor.

c. The Contractor shall require subcontractors to report on outreach activities at least semi-annually using a uniform reporting format established by the Contractor. Subcontractor reports must include the total number of outreach events or activities performed by the subcontractor as well as the following information for each event or activity: date, location, type of event or activity, total number of participants, individual service needs identified, and referral sources or information provided to participants.

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C. Staffing Requirements

1. Staffing Levels

The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under this contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications specified in the Agency Programs and Services Handbook.

3. Service Times

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, including, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Agency Contract Manager based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Agency-approved Area Plan, the current Agency Programs and Services Handbook, and Section II.A.

a. Supportive Services (IIIB Program)

Supportive services include a variety of community-based and home-delivered services that support older individuals' quality of life by helping them remain independent and productive. Services include the following:

i. Adult Day Care/Adult Day Health Care;

ii. Caregiver Training/Support;

iii. Caregiver Support Groups;

iv. Case Aid/Case Management;

v. Chore and Chore (Enhanced);

vi. Companionship;

vii. Counseling (Gerontological and Mental Health/Screening);

viii. Education/Training;

ix. Emergency Alert Response;

x. Escort;

xi. Health Support;

xii. Home Health Aid;

xiii. Homemaker;

xiv. Housing Improvement;

xv. Information;

xvi. Intake;

xvii. Interpreter/Translating;

xviii. Legal Assistance;

xix. Material Aid;

xx. Occupational Therapy;

xxi. Outreach;

xxii. Personal Care;

xxiii. Physical Therapy;

xxiv. Recreation;

xxv. Referral/Assistance;

xxvi. Respite Services (In-Home and Facility Based);

xxvii. Screening/Assessment;

xxviii. Shopping Assistance;

xxix. Skilled Nursing;

xxx. Specialized Medical Equipment, Services, and Supplies;

xxxi. Speech Therapy;

xxxii. Telephone Reassurance; and

xxxiii. Transportation.

b. Congregate Nutrition Services (IIIC1 Program)

Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:

i. Congregate meals;

ii. Congregate meals screening;

iii. Nutrition education and nutrition counseling;

iv. Outreach;

v. Shopping Assistance; and

vi. Telephone Reassurance.

c. Home Delivered Nutrition Services (IIIC2 Program)

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

i. Home delivered meals;

ii. Nutrition education and counseling;

iii. Outreach; and

iv. Screening/Assessment.

v. Shopping Assistance; and

vi. Telephone Reassurance.

d. Disease Prevention and Health Promotion Services (Title IIID Program)

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IIID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:

i. A Matter of Balance;

ii. Active Living Every Day;

iii. Arthritis Foundation Exercise Program;

iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);

v. Arthritis Self-Management Program;

vi. Brief Intervention & Treatment for Elders (BRITE);

vii. Chronic Disease Self-Management Program;

viii. Chronic Pain Self-Management Program;

ix. Diabetes Empowerment Education Program (DEEP);

x. Diabetes Self-Management Program;

xi. Disease Information

xii. Enhance Fitness;

xiii. Enhance Wellness;

xiv. Fit and Strong!;

xv. Healthy Eating Every Day;

xvi. Healthy Ideas;

xvii. Healthy Moves for Aging Well;

xviii. Home Injury Control;

xix. HomeMeds;

xx. Physical Fitness;

xxi. Powerful Tools for Caregivers;

xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);

xxiii. Programa de Manejo Personal de la Arthritis;

xxiv. Programa de Manejo Personal de la Diabetes;

xxv. Shopping Assistance;

xxvi. Stepping On;

xxvii. Stay Active and Independent for Life (SAIL);

xxviii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);

xxix. Telephone Reassurance;

xxx. Tomando Control de su Salud;

xxxi. Un Asunto de Equilibrio; and

xxxii. Walk with Ease.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

i. Adult Day Care/Adult Day Health Care;

ii. Caregiver Training/Support;

iii. Caregiver Support Groups;

iv. Counseling (Gerontological and Mental Health/Screening);

v. Education/Training;

vi. Financial Risk Reduction (Assessment and Maintenance);

vii. Home Delivered Meals;

viii. Information;

ix. Intake;

x. Outreach;

xi. Powerful Tools for Caregivers;

xii. Referral/Assistance;

xiii. Respite Services (In-Home and Facility Based);

xiv. Screening/Assessment;

xv. Shopping Assistance;

xvi. Telephone Reassurance; and

xvii. Transportation.

(1) Caregiver Support Supplemental Services (IIIES Program)

At least ten percent (10%), but no more than twenty percent (20%), of the total Title IIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers:

(a) Chore and Chore (Enhanced);

(b) Housing Improvement;

(c) Legal Assistance;

(d) Material Aid; and

(e) Specialized Medical Equipment, Services and Supplies.

(2) Caregiver Support Grandparent Services (IIIEG Program)

At least five percent (5%), but no more than ten percent (10%), of the total Title IIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:

(a) Caregiver Training/Support;

(b) Caregiver Support Groups;

(c) Child Day Care;

(d) Counseling (Gerontological and Mental Health/Screening);

(e) Education/Training;

(f) Legal Assistance;

(g) Outreach;

(h) Referral/Assistance;

(i) Screening/Assessment;

(j) Shopping Assistance;

(k) Sitter;

(l) Telephone Reassurance; and

(m) Transportation.

f. Information and Referral/Assistance Services (Elder Helplines)

The Contractor shall ensure, through training and periodic quality assurance, that Elder Helpline Information and Referral/Assistance Services adhere to the Alliance of Information and Referral Systems (AIRS) *Summary of Standards for Professional Information & Referral*, provided as Attachment I. The Agency's standards are based on the current AIRS standards. The standards have been amended by the Agency to address the unique needs of the Elder Helpline Information and Referral system.

2. Provision of Services

The Contractor shall ensure the provision of the services described in this contract are in accordance with the current Agency Programs and Services Handbook, the Contractor's current Agency-approved Area Plan, and the tasks described in Section II.A.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of OAA Program operations in accordance with the current Agency Programs and Services Handbook and the Contractor's current Agency-approved Area Plan. Management and oversight of OAA Program Operations include the following:

a. Develop an Area Plan and updating it annually, at a minimum, as directed by the Agency.

b. Establish written policies, procedures, criteria, and standards for purchasing and procurement of goods and services on an open and competitive basis.

c. Review routine and special reports submitted by subcontractors and vendors.

d. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.

e. Monitor and evaluate subcontractors and vendors for fiscal, administrative, and programmatic compliance.

f. Appropriately and timely submit payments to subcontractors.

g. Establish procedures for handling recipient complaints and grievances concerning such adverse actions as service termination, suspension, or reduction.

i. Complaint Procedures

The Contractor shall develop and implement complaint procedures and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the Agency Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

ii. Legal Provider Grievance Procedures

The Contractor shall ensure that legal providers have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45

Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

(1) Adequate notice of the grievance procedures;

(2) Information on how to file a grievance or complaint, and

(3) Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Contractor may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Contractor may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

h. Ensure compliance with eCIRTS regulations.

i. Monitor performance objective achievements per targets set by the Agency.

j. Conduct annual client satisfaction surveys to evaluate and improve service delivery.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Agency in a timely manner as determined by the Agency Contract Manager. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data andmeet the Agency's reporting requirements.

1. OAA Annual Volunteer Activity Report

The Contractor shall submit an OAA Annual Volunteer Activity Report electronically, at the following internet address: http://elderaffairs.state.fl.us/doea/volunteers.php, per the report specifications provided in Attachment XVI. The Annual Volunteer Activity Report must be completed and submitted to the Agency by January 15, 2024.

2. eCIRTS Reports

a. Contractor shall input OAA-specific and NSIP-specific data into eCIRTS. To ensure eCIRTS data accuracy, the Contractor shall use eCIRTS-generated reports which include the following:

i. Client Reports;

ii. Monitoring Reports;

iii. Services Reports;

iv. Miscellaneous Reports;

v. Fiscal Reports; and

vi. Outcome Measurement Reports.

b. eCIRTS Data Entries for Contractors

The Contractor must require subcontractors to enter all required data for clients and services in the eCIRTS database per the Agency Programs and Services Handbook and the eCIRTS User Manual – Aging Provider Network users (located in Documents on the eCIRTS Enterprise Application Services). Subcontractors must enter this data into the eCIRTS database prior to submitting their Requests for Payment and Receipts and Expenditure Reports to the Contractor. The Contractor shall establish deadlines for completing eCIRTS data entry to ensure compliance with due dates for the Requests for Payment and Receipts and Expenditure Reports that Contractor must submit to the Agency.

c. Monthly eCIRTS Reports

The Contractor must run monthly eCIRTS reports and verify that client and service data in the eCIRTS database is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipts and Expenditure Reports and must be reviewed by the

Contractor before the subcontractor's Request for Payment and Receipts and Expenditure Reports can be approved by the Contractor.

3. **Lead Spending Report**
   The Contractor shall submit a spending report, in a format provided by the Agency, tothe Agency Contract Manager by the 18th of each month. This Report is for all agreements and/or contracts between the Contractor and the Agency and must include the following:
   - **a.** Status regarding surplus/deficit;
   - **b.** The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold specified by the Agency will be resolved;
   - **c.** Recommendations to transfer funds to resolve surplus/deficit spending;
   - **d.** Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;

4. **OAA National Aging Program Information System (NAPIS) Report**
   Data required for the OAA NAPIS Report that is not recorded in eCIRTS will be provided to the Agency Contract Manager in the format and on the date established by the Agency.

5. **Program Highlight Narratives**
   The Contractor shall submit brief written narratives to the Agency for publication in the Program Highlight sections of the Agency's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials,or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narrativesto identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Agency.

6. **Unit Cost Methodology Reports**
   UCM reports are due on 3/15/24 and 9/15/24.

F. Records and Documentation

1. The Contractor agrees to make available to Agency staff and any party designated by the Agency all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the Agency. Maintenance includes valid exports and backups of all data and systems according to Agency standards. Data must be usable and must be maintained in a format that is readable to the Agency.

2. eCIRTS Data and Maintenance

The Contractor shall ensure monthly collection and maintenance of client and service information in eCIRTS, or any other system designated by the Agency. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Agency standards.

3. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Agency upon request.

4. eCIRTS Address Validation

The Contractor shall work with the Agency to ensure that client addresses are correct in eCIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Agency will provide direction on how to validate eCIRTS addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for working with the localservice providers to correct addresses and send a list to the Agency with confirmed addresses. The Agency will use this information to update maps, client rosters, and unmatched addresses and disseminatethis information to the local service providers.

G. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

a. Ensure the provision of the services described in this contract are in accordance with the Agency Programs and Services Handbook, the Contractor's current Agency-approved Area Plan, and Section II.A.

b. Timely and accurately submit to the Agency all documentation and reports described in Attachment I, Section II.E.

c. Timely and accurately, per Attachment X, submit to the Agency Attachments XI and XII, Exhibits 1 –7.

d. Develop and document strategies in the Area Plan to support the Agency's standard of performance achievement, including increases in the following:

i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;

ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;

iii. Percentage of active clients eating two or more meals per day;

iv. Percentage of new service recipients whose ADL assessment score has been maintained or improved;

v. Percentage of new service recipients whose IADL assessment score has been maintained or improved;

vi. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and

vii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.

2. The Contractor's performance of the measures in G.1, above, will be reviewed and documented in theAgency's Annual Programmatic Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Agency will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Agency reserves the right to conduct an on-site visit unannounced by persons duly

authorized by the Agency. The Agency's determination of acceptable performance shall be conclusive.The Contractor agrees to cooperate with the Agency in monitoring the progress of completion of the servicetasks and deliverables. The Agency may use, but is not limited to, one or more of the following methods for monitoring:

a. Desk reviews and analytical reviews;

b. Scheduled, unscheduled, and follow-up on-site visits;

c. Client visits;

d. Review of independent auditor's reports;

e. Review of third-party documents and/or evaluation;

f. Review of progress reports;

g. Review of customer satisfaction surveys;

h. Agreed-upon procedures review by an external auditor or consultant;

i. Limited-scope reviews; and

j. Other procedures as deemed necessary by the Agency.

4. Performance Definitions

"Work day" shall mean a provider's staff member's eight (8) hour work period, unless specifically noted otherwise. "Day" shall mean a calendar day, unless specifically noted otherwise.

H. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

I. Agency Responsibilities

1. Agency Obligations

The Agency may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this contract. The Agency's support and assistance,or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

2. Agency Determinations

The Agency reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Agency setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

III. *METHOD OF PAYMENT*

A. Payment Method Used

The method of payment for this contract is a combination of Fixed-Fee/Unit Rate, Cost Reimbursement, and Advance Payments subject to the availability of funds and Contractor performance. The Agency will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with all other terms and conditions of this contract.

B. Unit of Service

1. Fixed Fee/Unit Rate

Contractor must meet the minimum level of performance stated in the contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment XV**.**

2. Fixed Rates for NSIP Program

Payments for NSIP Fixed rate shall not exceed the unit rate of service identified below:

Service to be Provided	Unit of Service	Unit Rate
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	$.72

3. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in the Budget Summary (Attachment IX). All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the contract. The Contractor must meet the minimum level of performance stated in the contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Area Plan Update and the Budget Summary (Attachment IX). Any change in the total amounts of the funds identified on the Budget Summary form requires a contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Agency by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Agency's Contract Manager. For the first month's advance request, the Contractor shall provide the Agency's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) monthsof advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2)months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Agency's Contract Manager, in his or her sole discretion, has determined that there is a justified need for an advance, the Agency may issue approved advance payments up to 30 days after, but not prior to, the contract execution date.Advance payments will not be issued for NSIP.

1. Any advance payments the Contractor requests for subcontractors must be distributed within seven (7) days of receipt of payment from the Agency. The Contractor shall submit to the Agency documentation to support full distribution of advanced funds with Request for Payment, report number 5, due to the Agencyon April 15, 2024, in accordance with Invoice Schedule (Attachment X).
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2024. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Agency on April 15, 2024, in accordance with the Invoice Schedule (Attachment X).
3. Advance recoupment shall start with the third monthly Request for Payment submission, in accordance with the Invoice Schedule (Attachment X). The amount of recoupment shall be equally divided between the remaining number of Requests for Payment invoices due for the contract year. All advances should be recorded in Part C,1 of the report (attachment XI), and shall be fully recouped by the end of the contract year or when funds are fully expended, whichever is first.
4. Interest earned on advances must be identified separately by source of funds (state or federal). Contractors shall maintain advanced payments of federal funds in FDIC interest bearing accounts unless an exception is made in accordance with 45 CFR § 75.305. Earned interest must be returned to the Agency at the end of each quarterof the contract period.

D. Invoice Instructions

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance by the Agency the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. The invoice shall include a "Remit to" address that corresponds exactly to the remittance address identified in the MyFloridaMarketPlace (MFMP) registration.
2. The monthly invoice shall include the units of services established in the Contractor's Agency-approved Area Plan, per the requirements in the Agency Programs and Services Handbook, at the rates established in Attachment XV, Service Rate Report. Documentation of service delivery shall include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit, with calculations that equal the total invoice amount. Reimbursement amounts for administrative costs shall be reflected on the Cost Reimbursement Summary form (Attachment XIV) and include only items contained on the Contractor's Agency-approved budget. Any change to the Contractor's Agency-approved budget after the execution of this contract shall require approval from the Agency Contract Manager prior to being made. Any change to the total contract amount requires a contract amendment.
3. The Contractor shall consolidate requests for payment from subcontractors and receipts and expenditure reports that support the requests for payment and shall submit to the Agency Requests for Payment (Attachment XI), Receipt and Expenditure Reports (Attachment XII), and Cost Reimbursement Summaries (Attachment XIV).
4. The Contractor shall include with the Fixed Fee/Unit Rate portion of its invoice the units of services provided based on rates established in Attachment XV, number of clients, and the rates for the services provided per the requirements described in the deliverables and service tasks. The Contractor shall clearly state the provider name, the report month, and the invoice number on the invoice.
5. All Requests for Payment shall be based on the submission of actual monthly Receipts and Expenditure Reports beginning with the first month of the contract. The schedule for submission of advanced payment requests (when available) and invoices can be found in the Invoice Schedule (Attachment X).
6. The Certified Minority Business Subcontractor Expenditures Report (Attachment VIII) is considered a deliverable and must be completed in its entirety and submitted with each invoice.
7. Final contract invoices must be submitted to the Agency no later than February 15, 2024.

DI. Payment Withholding

Any payment due by the Agency under the terms of this contract may be withheld pending receipt and approvalby the Agency all financial and programmatic reports due from the Contractor and any adjustments thereto,including any disallowance not resolved.

DII. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.
2. If at any time the Contractor is notified by the Agency Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II.D., the Contractor will have ten
(10) days to submit a Corrective Action Plan (CAP) to the Agency Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Agency Contract Manager. The Agency shall assess a financial consequence for non-compliance on the Contractor as referenced in Section III.G. for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Agency will also assess a financial consequence for failure to timely submit a CAP to the Agency.
3. If the Contractor fails to correct an identified deficiency within the Agency-approved period specified in the CAP, the Agency shall deduct the percentage established in Section III.G. from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP to the Agency, the Agency shall deduct the percentage established in Section III.G. for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

G. Financial Consequences

The Agency will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Agency according to the requirements referenced in Section II.D. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria asoutlined in Section II.D.:

1. Delivery of services to eligible clients as referenced in Section II.A.3. and Section II.D.1. of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by eCIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency-approved CAP.
2. Services and units of services as referenced in Section II.D.2. of this contract – Failure to provide services in accordance with the current Agency Programs and Services Handbook, the service tasks described in Section II.A., and Attachment XV, or failure to submit required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordancewith the Agency-approved CAP.
3. Administrative duties as referenced in Section II.D.3. of this contract – Failure to perform management and oversight of program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency approved CAP.
4. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the Agency Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin with the subsequent invoice received from the Contractor and shall be prorated for each day the CAP was late following the due date specified by the Agency and shall remain in effect until the contractor complies with the submission requirement.
5. Exceptions may be granted solely, in writing, by the Agency Contract Manager.

IV. *SPECIAL PROVISIONS*

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the Agency Contract Manager in writing no later than December 31, 2024; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirements

The Contractor shall match at least twenty-five percent (25%) of the federal administrative funds received. The Contractor's match will be made in the form of cash, general revenue administrative funds, and/or in-kind resources. The Contractor will assure, through a provision in subcontracts, a match requirement of at least ten percent (10%) of the cost for services funded through this contract, except for services provided pursuant to OAA Title IIID. The subcontractor's match will be made in the form of cash and/or in-kind resources. The Contractor shall report match funds by title each month. At the end of the contract period, the Contractor must properly match OAA funds that require a match.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- **a.** The Contractor assures compliance with Section 315 of the OAA, as amended in 2020, regarding consumer contributions;
- **b.** Voluntary contributions are not to be used for cost sharing or matching;
- **c.** Voluntary contributions are to be used only to expand services; and
- **d.** Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Agency for the purpose specified in this contract. For each program managed by the Contractor, the Contractor must manage the service dollars in such a manner as to avoid having a wait list and a surplus of funds at the end of the contractperiod. If the Agency determines that the Contractor is not spending service funds accordingly, the Agency may transfer funds to other AAAs during the contract period and/or adjust subsequent funding allocations as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2020, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

5. Carry Forward Funds

Carry forward funds must be identified on Attachment XIII, Computation of Carry Forward and Over-Advance OAA Title III, and submitted with the Closeout Report due to the Agency no later than March 1, 2024. Requests for carry forward funds must be justified by the Contractor and approved by the Agency. All OAAcarry forward funds must be budgeted in the same title as originally awarded.

C. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Contractor's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Agency requires immediate notice of any significant and/or systemic infractions thatcompromise the quality, security, or continuity of services to clients.

D. Incident Reporting

The Contractor shall notify the Agency immediately but no later than forty-eight (48) hours from theContractors awareness or discovery of changes that may materially affect the Contractor or any subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to theAgency Contract Manager (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services required by contract. This plan must detail the Contractor's anticipated plan for ensuring a continuity in services for each client impacted by and for the duration of the incident. Following submission of theplan, the Contractor's is expected to provide the Agency updates in a frequency determined by the Agencyas appropriate until the incident is resolved.

E. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct care services delivered to older individuals and those individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service).

F. Enforcement

1. In accordance with Section 430.04, F.S., the Agency shall rescind designation of an area agency on aging or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Agency, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the Agency finds that anyof the following have occurred:

a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.

b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.

c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Agency standards.

d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency.

e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract with the Agency or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Agency.

f. The Contractor has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.

g. The Contractor has failed to implement and maintain a Agency-approved client grievance resolution procedure.

2. In making any determination under this provision the Agency may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County, Florida. In the event the Agency initiates action to rescind an area agency on aging designation, the Agency shall follow the procedures set forth in 42 U.S.C. §3025(b).

G. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to the Agency. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Inspector General at the Agency immediately. A copyof all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Agency's Inspector General with a summary of the investigation and allegations.

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ATTACHMENT I – EXHIBIT 1
SUMMARY OF STANDARDS FOR PROFESSIONAL INFORMATION & REFERRAL
OLDER AMERICANS ACT PROGRAM

The Department of Elder Affairs has adopted the following requirements based on the "Standards for Professional Information and Referral" developed by the Alliance of Information & Referral Systems (AIRS) to address the unique needs of the Elder Helpline (Helpline) Information and Referral (I&R) system.

SERVICE DELIVERY

The Service Delivery standards describe essential functions for providing information and referral services to optimize access to accurate, comprehensive, and unbiased information provided in a confidential and nonjudgmental manner.

1) The Helpline hours of operation shall be appropriate to address community needs. At a minimum, the Helpline must maintain business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for state and national holiday observances. If there is a planned office closure during normal business hours, the Helpline manager must notify Agency staff via email at least twenty-four (24) hours before the office closure.

- **a)** If I&R services are not available twenty-four (24) hours a day, an answering system must be in place that identifies the agency, provides hours of operation, gives the caller the option to leave a message, and gives the number of an organization that will offer service in an emergency (e.g., directing callers to dial 9-1-1 if it is an emergency). Messages shall be responded to within the next business day.
- **b)** If the Helpline has arrangements with another agency to provide after-hours or twenty-four (24)-hour coverage, the arrangement must be documented in a formal memorandum of agreement/understanding (MOA/MOU).

2) During hours of operation, the Helpline shall provide timely access to an I&R specialist. Recorded messages on the Helpline's voicemail system must be responded to within the next business day, when possible. Exceptions will be during periods when the Helpline is experiencing higher than normal call volume (i.e., SHINE annual enrollment period, public awareness campaigns or disaster/weather-related events).

- **a)** The Helpline must provide an option for the caller to leave a message at any time when a call is holding in queue.
- **b)** The Helpline shall have a method of tracking call volume, including timeliness of response, and call abandonment.
- **c)** A record of the messages to the Helpline's voicemail system must be maintained and shall include the date the call was received and the telephone number of the caller. It is recommended the successful or unsuccessful return call attempt be recorded in eCIRTS.

3) The Helpline shall ensure I&R services are provided by trained I&R specialists. At a minimum, an I&R specialist must have a high school diploma or GED and three years of experience in I&R services, case management, call center services, or related social services work experience.

4) The Helpline shall ensure I&R specialists:

- **a)** Have the skills to meet the needs of people who are angry and hostile, manipulative, call frequently with the same problem, or are otherwise difficult to serve; and
- **b)** Have the skills to meet the needs of older adults, adults with disabilities, and other special populations.

5) The Helpline shall have a policy to ensure the privacy, confidentiality, and security of Helpline inquirers' personal information and comply with all applicable state and federal law to ensure the protection of inquirer records, including the Health Insurance Portability and Accountability Act (HIPAA). Staff with access to confidential information shall have a signed agreement form on file that documents compliance with the confidentiality requirements of this paragraph. The identity of inquirers, their requests, and the information given to staff may be communicated to others if:

- **a)** The release of such information is required by law or court order (e.g. reporting abuse);
- **b)** Careful consideration by I&R specialists of the information provided by the inquirer indicates the presence or risk of serious harm to the inquirer or another person, and the communication is limited to those persons who must be informed to reduce the risk of harm; or
- **c)** The inquirer has authorized another person or agency to receive the information. The inquirer specifies what information may be given and to whom.

6) The Helpline shall have a policy to resolve complaints from inquirers and community service agencies, including those related to potential breaches of privacy and confidentiality.

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7) The Helpline shall provide barrier-free access to its services to individuals and groups who have special needs (e.g. applicable technology or communication methods for people with hearing or speech impairments, language translation for inquirers with limited English proficiency, and Americans with Disability compliance access for individuals with physical disabilities if the Helpline assists inquirers at its facility). Helpline staff assisting inquirers with limited English proficiency via the language interpreter service shall document the activity in the information and referral system and submit a report of the Language Line activity to the Agency by the 10th of each month.

8) The Helpline shall make every effort to ensure that its telephone service is accessible from all telecommunication devices within its coverage area (e.g. wireless and competitive local exchange carriers).

9) The Helpline shall ensure, through appropriate queue management techniques such as schedule adherence, that an appropriate number of specialists are scheduled to meet the needs of callers. I. A minimum of 2.5 I&R staff members shall be scheduled to work at all times).

10) The Helpline shall utilize technology that improves access to service and enhances its ability to serve inquirers efficiently and effectively while preserving the level and quality of its core services. The main role of technology is to enhance or strengthen person-to-person contact, not to reduce or discourage such contact or make it more difficult. "Technology" includes telephone systems, telephony, telecommunications, e-mail, online chat, I&R software packages, electronic directories, and self-service mechanisms such as automated attendants/interactive voice response systems, fax-on-demand, video relay services, community kiosks, and searchable I&R databases on the internet.

- **a)** If the Helpline service uses telephone technology which allows for the collection of inquirers' personal identifying information without his or her explicit permission, it shall develop policies and procedures that protect the inquirer's right to privacy and anonymity while preserving the I&R specialist's ability to provide for the individual's safety should personal identification become necessary.
- **b)** If the Helpline provides resource information through an automated attendant (a menu-driven telephone system), it shall develop procedures to encourage inquirers to transfer to a live specialist if consultation or guidance is required. Inquirers shall be able to make the transfer without having to make another telephone call.
- **c)** When the Helpline provides multi-channel access services simultaneously (e.g. in-person, telephone, email, live chat, SMS/text, or social media, etc.), it shall ensure I&R specialists divide their attention across all such services, as appropriate to the situation, without compromising customer service or timeliness of responses.

11) The Helpline provides its service at no cost to the inquirer.

Standard 1: Information Provision

Information provision involves one-to-one interaction between an I&R specialist and an inquirer, wherein the I&R specialist provides appropriate information and referrals in response to a direct request for such information. Information can range from a limited response (such as an organization's name, telephone number, and address) to a detailed description of community service system (such as explaining how intake works and required documentation by an agency), to help inquirers make an informed choice. The I&R process consists of active listening and effective questioning to determine the needs of the inquirer, clarifying those needs, providing requested information and/or identifying appropriate resources and providing enough information about each organization to help inquirers make an informed choice. In situations where services are unavailable, the specialist is encouraged to help identify alternative strategies..

1) The Helpline shall ensure through training, monitoring, and coaching that I&R specialists:

- **a)** Identify themselves and the Helpline according to agency guidelines.
- **b)** Establish and maintain rapport with the inquirer and use active listening skills and empathy to discern the presenting problem;
- **c)** Respond to each inquirer in a professional, nonjudgmental, culturally appropriate, and timely manner;
- **d)** Use clear, jargon-free language and an appropriate tone of voice and inflection to convey empathy and engagement with the inquirer's situation.
- **e)** Identify underlying or unstated problems, when appropriate.
- **f)** Determine any specific needs or preferences to access services (e.g. language needs, evening or weekend hours, proximity to public transportation, or disability access).;
- **g)** Clarify and confirm the inquirer's needs using techniques such as paraphrasing before providing

referrals/resources;

h) Explore the inquirer's own resources (e.g., friends, family, faith-based organization)

i) If demographic information is being collected that is not directly relevant for an "information only" contact but is required by contract or to enhance community reports, provide an explanation to the inquirer about why the information is needed. The primary goal of data collection is to garner enough information about inquirers to help them address or resolve their problems;

j) Effectively utilize the resource information system to identify resources to meet the inquirer's needs.

k) When possible and practical, provide at least three referrals to give the inquirer a choice while being careful not to overwhelm the inquirer with too many options;

l) Encourage inquirers to contact the Helpline again if needs were unmet, information was incorrect, or for future needs.

m) Accurately record what occurred during the course of the inquiry, the call/contact type, and the problems and needs that were addressed.

2) The Helpline shall ensure that every call, including information only calls, is documented at the end of the call in the information and referral system.

Standard 2: Referral/Assistance and Client Advocacy

The Helpline shall offer referral/assistance, or client advocacy, when necessary, to ensure individuals receive the benefits and services for which they are eligible. The provision of referral/assistance services involves one-to-one interaction between an I&R specialist and an inquirer, wherein the I&R specialist determines the needs of the inquirer, identifies appropriate resources, makes referrals to organizations capable of meeting the inquirer's needs, and provides enough information about each organization to help inquirers make an informed choice about the service and resources most appropriate to meet the consumer's need. In situations where resources are unavailable, the I&R specialist shall assist the inquirer in problem-solving to identify alternative strategies and manage expectations. When necessary, the I&R specialist will actively participate in linking the inquirer to needed services.

Client advocacy seeks to meet the inquirer's needs without attempting to change social situations, and for purposes of these standards, does not include system advocacy or legislative advocacy (lobbying). All advocacy efforts are consistent with written policies established by the Area Agency on Aging (AAA) and proceed only with the permission of the inquirer.

1) Make an accurate assessment of the inquirer's problems and needs asking relevant questions to obtain the information necessary for an accurate referral.

2) Clarify and confirm the inquirer's need(s) using techniques such as paraphrasing before offering referrals.

3) Intervention, when necessary, on behalf of individuals to help them obtain needed services. When warranted, the I&R service makes one or more additional calls or takes other actions on the inquirer's behalf and uses an appropriate agency mechanism to ensure inquirers get the information and/or help they need. When warranted and with the inquirer's permission, the I&R specialist shall make direct contact with an agency and communicate on behalf of the inquirer through three-way calling, notify the agency of the inquirer's forthcoming contact, or schedule an appointment with the agency for the inquirer.

4) The Helpline refers individuals to an organization that specializes in providing advocacy when the level of advocacy required by the inquirer exceeds the limits of the Helpline's advocacy policy or an effective use of its own resources.

5) The Helpline shall have policies to ensure the privacy, confidentiality, and security of personal inquirer information; and has agreement forms that staff, visitors, and others with access to confidential information sign to document their compliance. Identifying information about inquirers, their requests and the information given to them is not communicated to others unless either:

a) Release of information is required by law or court order.

b) Careful consideration indicates the presence or risk of serious harm to the inquirer or another person, and then communication may be only to those who must be informed in order to reduce harm or risk.

c) The inquirer has given explicit permission for the information to be disclosed to another person or agency. The inquirer specifies what information may be given and to whom. This applies to individual advocacy situations as well as those involving shared case coordination.

6) The Helpline may engage in enhancements to the initial I&R transaction such as prompting inquirers regarding their interest in additional resources, application assistance, and appointment setting. These enhancements are clear in terms of their scope and expectations.

7) The Helpline shall have a process to resolve complaints from inquirers and community service agencies, including those related to customer satisfaction, accuracy of referrals, and potential breaches of privacy and confidentiality.

8) Accurately record what occurred during the inquiry as well as the problems and needs that were addressed in the information and referral for use in reports and as needed.

9) Follow-up to determine the outcome of the referral/assistance is conducted within 14 business days for each referral when assistance and/or advocacy is provided and is conducted with the referred person and/or the resource. The referral cannot be counted as a unit of service until follow-up is complete. If follow-up is not completed on a referral, the service must be documented as an "Information" contact type.

Standard 3: Crisis Intervention

The Helpline shall be prepared to assess and meet the immediate, short-term needs of inquirers who are experiencing a crisis and contact the Helpline for assistance. Included may be individuals at risk of suicide, homicide or assault, family or friends who have experienced suicide, victims of domestic abuse or other forms of violence, elder/dependent adult abuse/neglect, sexual assault survivors, people experiencing a psychiatric emergency; people with substance use disorder(s) who are in crisis; survivors of a traumatic experience; and others in distress.

1) The Helpline shall have written crisis intervention policies and procedures that include protocols for specific types of emergencies.. Included shall be safety risk assessment procedures, protective measures for individuals in endangerment situations, and protocols that address inquirers who wish to remain anonymous yet require direct intervention.

2) If the Helpline does not provide formal crisis intervention service, the Helpline shall have a prearranged agreement and documented protocol with an appropriate crisis center that provides formal crisis intervention service.

3) The Helpline shall ensure through training, monitoring, and coaching that I&R specialists have the skills to:

- **a)** Recognize when an inquirer is experiencing a crisis.
- **b)** Determine whether the individual is in immediate danger and take appropriate steps to ensure that the inquirer is safe before continuing with an assessment.
- **c)** Recognize when an inquirer is in immediate need of intervention (e.g., when a person is in medical crisis due to a substance use disorder, has taken steps to end her or his life, is a victim of recent violence or is experiencing a psychiatric emergency).
- **d)** De-escalate and stabilize the inquirer and help him/her remain calm.
- **e)** When necessary, follow the organization's rescue protocol for when to access 911 or other emergency personnel to request that they intervene. In these circumstances, the individual's safety overrides confidentiality concerns.
- **f)** Keep the inquirer on the telephone pending referral or rescue.

4) In case of suspected elder abuse, the Helpline has protocols that comply regarding mandatory reporting and completes a report when required.

5) In situations involving suicide or homicide, the Helpline understands the circumstances under which a safety risk assessment is required and conducts an appropriate assessment when necessary. Risk assessments are documented and include a description of specific actions taken in response to the situation.

6) The Helpline shall have a protocol for debriefing I&R specialists following a crisis call.

7) In cases of domestic violence and other endangerment situations, the Helpline shall ensure that I&R specialists take special precautions to safeguard the inquirer's identity and all aspects of their interaction.

8) The Helpline shall use a variety of means to support its ability to connect with 911 or other emergency rescue services, including Caller ID or a call tracing arrangement with the telephone company or the identification of an IP address. At a minimum, there is a separate external telephone line that is available for initiating rescue procedures without interrupting the crisis call. I&R specialists shall follow the agency's I&R service protocol for addressing callers who wish to remain anonymous yet require rescue.

9) The Helpline shall ensure, when feasible, that I&R specialists connect inquirers in crisis situations to a formal crisis intervention service in the community for assistance and support once the inquirer's immediate, short-term needs have been met. The connection shall be made by direct transfer, when possible, and the I&R specialist shall follow the protocol established by the Helpline's prearranged agreement with the crisis center.

10) For inquirers in crisis situations who are not at imminent risk, the I&R specialist assesses their immediate, short-term needs and connects them with a crisis intervention service for ongoing assistance. The connection is made by warm transfer, when possible, and the I&R specialist follows the protocol established by agreement with the crisis service.

11) If possible, I&R specialist are encouraged to participate in crisis intervention professional development training to upgrade existing skills and learn new skills.

12) The Helpline shall record acts of crisis intervention and its outcomes for use in reports.

Standard 4: Follow-Up

The primary purpose of follow-up is to contact inquirers to find out if their needs were met and if not, why. Follow-up with inquirers who are at risk and/or vulnerable and in situations where the specialist believes the inquirers do not have the necessary capacity to take the needed actions to resolve their own situation.. Additional assistance in locatingor accessing services may be necessary. Follow-up is required for each referral when assistance and/or advocacy is provided and must be completed within 14 business days unless a crisis suggests a more immediate follow-up.

1) . Examples of situations in which follow-up should normally occur include:

- **a)** Vulnerable households that are without heat during winter.
- **b)** Older adults having trouble expressing their needs.
- **c)** Older adults with disabilities who have received an eviction order.
- **d)** Older adults with no health insurance who need health care.
- **e)** Individuals needing emergency shelter.

2) The Helpline shall ensure follow-up with inquirers who are at risk or vulnerable and in situations where the I&R specialist believes the inquirer lacks the capacity to follow through to resolve the problem; If the inquirer cannot be contacted, the Helpline shall ensure follow-up with the organization to which a referral was made to determine if the individual's need was addressed. Unsuccessful attempts to contact the inquirer shall not conclude the follow-up process and shall not be counted as a completed referral.

3) During follow-up, if it is determined that the inquirer has not received services or the need has not been met, the I&R specialist shall determine whether there is a continued need and make additional appropriate referrals or engage in enhanced problem solving. The I&R specialist shall also determine whether the inquirer has additional new needs and makes appropriate referrals prior to completing the contact.

4) The I&R specialist shall document the follow-up results (whether service was received or there was an unmet need) in information and referral system for use in reports and as needed. Information gathered during the follow-up process shall be used to evaluate the effectiveness of existing community service providers and to identify gaps in community services.

Standard 5: Independent Access to Resource Information

The Helpline shall provide community resource information in a variety of ways to facilitate independent access for the public and other human services professionals. These options provide additional choices for inquirers and complement the alternative of one-to-one interaction with an I&R specialist.

1) The Helpline shall expand access options for the public by making all or a portion of its resource database available on the Internet at no cost.

The elements that increase the effectiveness of a publicly accessible resource database include:

a) An easy-to-remember URL;

b) A prominently displayed search button;

c) A search page that is clean, well-organized, and easy to navigate;

d) A keyword search window, that employs search logic which produces an inclusive search results list.

e) Keyword searches that include partial and full-word matching. Entered text must appear at the beginning of words for the term to be retrieved. For example, a search on "aging" would ignore words like "managing";

f) The ability to search agency, site, program, and AKA names.

g) The ability to filter results by geographic location/area served; and

h) A cleanly designed search results list that includes the data elements that are most important in providing inquirers with the details they need to make informed choices about their options.

2) If the Helpline provides a mechanism for independent public access to community resource information, the Helpline shall ensure that it includes information about how to connect with an I&R specialist if consultation and guidance are required (for example, the ability to press "0" at any time when listening to a recorded message or to engage in instant messaging (IM) or chat when searching for resources on a website).

Standard 6: Service Delivery Data Collection, Analysis and Reporting

Service delivery generates valuable information about the problems/needs of a community and the availability of resources to meet those needs. The Helpline shall collect, analyze, and report insightful data concerning inquirers and their needs in ways that are useful to the Helpline and its community partners. The Helpline shall use a secure, confidential system for collecting and organizing inquirer data collection that provides a basis for describing requests for services and unmet needs, identifying service gaps, and informing decisions about the scope of the resource database. Inquirer data includes information gathered during the original contact, follow-up, and customer satisfaction/quality assurance calls.

Data collected for I&R service analysis and reporting purposes are based on I&R agency policies and local, state, and/or national requirements.

1) The Helpline shall ensure that inquirer data is made available in aggregate form to protect the confidentiality of individual inquirers.

2) The Helpline shall maintain documentation on all inquiries has a defined set of inquirer data elements to be used for reporting purposes and recognizes that inquirers have the right to withhold information.

3) The data collected provides enough information about inquirer needs, whether gathered through the original contact, during follow-up or via customer satisfaction survey/quality assurance surveys.

4) The I&R service may use data collection and analysis strategies that employ sampling techniques. Sample size should also reflect the confidence level in the data presented. The chart below illustrates a range of appropriate sample size with such random samples gathered on a quarterly or monthly basis.

Call Center Annual Call Volume	Required completed samples with a 95% confidence level and a 5% margin of error.	Required completed samples with a 95% confidence level and a 3% margin of error.
5,000	357	880
10,000	370	965
30,000	380	1,031

5) The Helpline shall ensure that inquirer data collection and reporting activities facilitate the analysis needed to support:

- **a)** The human service needs of inquirers;
- **b)** Outreach to diverse communities
- **c)** Community needs assessments;
- **d)** Community planning;
- **e)** Allocation of funding; and
- **f)** System Advocacy

6) The Helpline shall ensure that the data collected provides enough information about inquirer needs to identify the following:

- **a)** Service requests;
- **b)** Met and unmet needs (gathered through the original contact, follow-up, and customer satisfaction/quality assurance surveys);
- **c)** Trends in community service provision and/or gaps in service;
- **d)** Demographic data; and
- **e)** Profiles of inquirers served (aggregate data only).

7) The data collected for reporting purposes shall include:

- **a)** The total number of incoming contacts/inquiries by phone (incoming calls) recorded by the phone system and answered by the I&R specialist, including transaction calls (calls in which problems or needs are addressed and for each problem/need, the type of service provided by the I&R specialist (information only, referral, referral-advocacy, referral-crisis, and crisis intervention services); or non-transaction calls (calls answered by the I&R specialist that are hang-ups, wrong numbers, incoming administrative or personal calls, or other calls in which there is no productive conversation between the I&R specialist and the inquirer and no assistance is provided).
- **b)** The total number of I&R contacts/inquiries from calls and other sources recorded in the I&R system in which inquirer problems or needs are addressed. Other sources include the following:
  - **i)** Transaction calls;
  - **ii)** Face-to-face contacts (walk-ins or I&R interactions in other settings such as community facilities);
  - **iii)** Email contacts;
  - **iv)** Voicemail contact responses;
  - **v)** Social media interactions;
  - **vi)** Text/SMS messaging contacts;
  - **vii)** Online chat contacts;
  - **viii)** Video relay/chat contacts; and
  - **ix)** Regular mail contacts.
- **c)** The total number and types of problems/needs presented by inquirers.
- **d)** The geographic and demographic profiles of inquirers (i.e., who is calling and where they are calling from).

e) The programs that received referrals.

8) The Helpline may also collect information about other types of I&R activities, in addition to I&R inquiries, but those figures will not be added to the contact/inquiry total. Included are:

a) Website visitor activity (e.g., total visits, unique visitors, individual page visits, searches conducted);

b) People accessing recorded information;

c) Social media postings;

d) Outreach presentations;

e) Brochures and/or other publications distributed;

f) Outgoing advocacy calls;

g) Outgoing customer satisfaction/quality assurance calls;

h) Outgoing follow-up calls;

i) Outgoing calls to verify resource information; and

j) Community problems/needs reporting.

9) The Helpline may also report, as necessary, on key performance indicators derived from its quality assurance and related activities such as average times of transactions, results of internal and independent call monitoring processes, average answering times, unmet demand (such as abandoned calls), complaints and commendations, as well as case stories that illustrate recent examples of situations and outcomes secured by the I&R service.

RESOURCE DATABASE

The Resource Database standards require that the Helpline develop, maintain, use, and disseminate an accurate up-to-date online resource database that contains information about available community resources including details about the services provided and the conditions under which they are available.

Standard 7: Inclusion/Exclusion Criteria

The inclusion or exclusion criteria provides the parameters for human services agencies and programs in the resource database. The criteria are uniformly applied and available so that staff and the public are aware of the scope and limitations of the database.
The Helpline shall have a document that describes the inclusion/exclusion criteria for the contents of the resource database. The criteria are uniformly applied and available so that staff and the public are aware of the scope and limitations of the database.

The inclusion/exclusion criteria shall be consistent with and support the ability of the I&R service to maintain the resource database per the quality requirements of the AIRS standards.

The Helpline shall not charge a fee for the inclusion of any organization in its published resource database.

1) The inclusion/exclusion document includes an appeal process for organizations seeking clarification on either the document itself of the application of the criteria.
2) The Helpline shall ensure the inclusion/exclusion criteria is reviewed and updated, at a minimum, every three years to ensure that it continues to meet the changing needs of the community.

Standard 8: Data Elements

The resource database contains data elements that provide information about organizations that meet criteria for inclusion, the services provided by each organization, and the locations (sites) where those services are available. Each record shall contain all required data elements, where applicable.

1) Mandatory and Recommended Data Elements: The chart below lists data elements for the Agency/Main Site portion of an organizational record, Location/Branch data elements, where additional sites exist, and the programs and services provided by the organization. The Mandatory or Recommended status of each data element is also indicated. Note that "Mandatory" means that a data element will be entered if that information is available (for example, if documentation is needed to apply for a service, then that information must be added. If no documentation is required, then the field can be left empty). "X" is a designation for "non-applicable."

AIRS Data Elements	AIRS Data Record Category		
	Agency	**Site**	**Service/Program**
Name	Mandatory	Mandatory	Mandatory
AKA (Also Known As) Name(s)	Mandatory	Mandatory	Mandatory
Legal Status	Mandatory	X	X
Federal Employer Identification Number (EIN/FEIN)	Recommended	X	X
IRS Status	Recommended	X	X
Street/Physical Address(es)	X	Mandatory	X
Mailing Address(es)	X	Mandatory	X
Phone Number(s) and Types	Mandatory	Mandatory	Mandatory
Website URL(s) including Social Media	Recommended	Recommended	Recommended
Email Address(es)	Recommended	Recommended	Recommended
Name and Title of Director/Manager	Recommended	Recommended	Recommended
Description	Mandatory	Mandatory	Mandatory
Days/Hours of Operation	Mandatory	Recommended	Mandatory
Access for People with Disabilities	X	Recommended	X
Travel Information	X	Recommended	X
Eligibility	X	X	Mandatory
Geographic Area Served	X	X	Recommended
Languages Available	X	X	Recommended
Documents Required	X	X	Recommended
Application/Intake Process	X	X	Recommended
Fees/Payment Options	X	X	Mandatory
Taxonomy Term(s) for Services/Targets	X	X	Mandatory

2) **Database Record Administration Data Elements**: Data elements that relate to the database record itself and are purely administrative in nature are included in a separate table. Most are automatically assigned by the system, not maintained by resource specialists, and not shown when records are published. The exception is the date of last formal verification which many Helplines choose to include.

AIRS Data Elements: Record Administration	
Unique ID Number	Mandatory
Record Ownership Code	Mandatory
Date of Last Formal Verification	Mandatory
Contact for Formal Verification	Recommended

Date of Last Interim Change	Mandatory
Contact of Last Change	Recommended
Resource Specialist for Last Change	Mandatory
Record Status (Active/Inactive)	Mandatory

Standard 9: Classification System (Taxonomy)

The I&R service uses the AIRS/211 LA County Taxonomy of Human Services to index and facilitate retrieval of resource information, increase the reliability of planning data, make evaluation processes consistent and reliable, and facilitate state and national aggregations and comparisons data. Additional classification structures such as keywords, if used, are connected to the Taxonomy rather than functioning as independent indexing systems.

Standard 10: Content Management and Indexing

The Helpline shall ensure through training, database management procedures, and supervision that a resource specialist organizes information about human services organizations into database records that accurately and concisely reflect the agency, its location and its services/programs; index the services provided by each organization using the AIRS/211 LA County Taxonomy of Human Services in accordance with recognized and consistently applied practices; and assign other search keys in a way that accurately reflects the conditions under which services are available.

1) The Helpline shall ensure use of I&R software that supports the AIRS Resource Database standards as follows:

- **a)** Information in the resource database is accessible in ways that support the I&R process; and
- **b)** The software module used by I&R specialists allows for search and retrieval by:
  - **i)** Organization, service site, and program name and related AKAs;
  - **ii)** Type of services provided (using Taxonomy terms including use references and see also references);
  - **iii)** Target population served, where applicable (using Taxonomy target terms); and
  - **iv)** Area served.

2) The Helpline shall ensure through training, database audits, and coaching that resource specialists understand the human service delivery system including the sectors it comprises; the differences between the public and private sectors; how government, nonprofit, and for-profit organizations are organized and funded; the major types of service providers in their community; the broad range of programs and services they provide; and how these organizations and the sectors they represent relate to one another and the people they serve.

3) The Helpline shall ensure documented procedures are in place for identifying new resources, acquiring information about them and, upon inclusion in the database, verification by the organization.

- **a)** To collect information/data elements uniformly across organizations, the Helpline shall develop and use a standardized profile ("survey") for new organizations to be included in the resource database.

4) The Helpline shall ensure documented procedures are in place for gathering and integrating interim information changes (i.e. changes that occur between the annual updates).

5) Organizations that do not respond after multiple attempts but cannot be deleted because they offer critical services, shall be updated via alternative methods (phone, website, or site visits). However, documentation on how the update was obtained and the reason for the decision not to delete the record are required. If updated by telephone, the name of the person who confirmed the information and the date shall be recorded. If updated through a website, information that the update was verified via the Internet and the date shall be included as documentation. If updated by site visit, the names of the people visited, and the date shall be recorded. Once the I&R service is satisfied that it has obtained the best information possible and has documented how and when the update was performed as well as the reason for the decision not to delete the record, it is permissible to mark the agency as having received its annual review.

6) The Helpline shall ensure the update form, or the accompanying cover letter, has a statement that the Helpline reserves the right to edit information for brevity, clarity, and content, and to publish the information in a variety of media, subject to confidentiality issues.

Standard 11: Database Search Methods

The quality assurance review process ensures that information in the resource database is accurate and complete.

1) The Helpline shall have a documented process for verifying information in the resource database either annually or on a continuing basis throughout the year that involves multiple attempts to achieve a 100% verification rate within a 12-month cycle. Information that cannot be verified may be considered for removal for the database.

2) The Helpline shall be able to generate a report that lists resource records according to the date of last formal update to identify records that are out of compliance. The report shall be run at least quarterly. If more than 50% of records are out of date, the Helpline shall create a plan to bring the database up to date.

3) The Helpline shall ensure the resource Agency provides feedback to other I&R staff regarding important changes that have been made in the database as a result of information I&R specialists have supplied.

Standard 12: Resource Database Data Collection, Analysis and Reporting

The creation and maintenance of I&R resource databases generates valuable information about the services and programs available within a community. The I&R service collects, analyzes, and reports insightful information regarding the types of services available, the organizations that provide them, and the areas in which services are available (and unavailable) in ways that are useful to themselves and community partners. An analysis of the resource database maintenance process also reveals information that can enhance both the quality and productivity of each I&R service (for example, by identifying issues for staff training).

The Helpline's resource database is the prime source of information about the programs and services available to the community served by the Helpline.

Standard 13: Cooperative Relationships within the I&R System

In communities that have comprehensive and specialized I&R providers, the Helpline shall develop cooperative and respectful relationships to build a coordinated I&R system which ensures broad access to I&R services, maximizes the utilization of existing I&R resources, avoids duplication of effort and encourages seamless access to community resource information.

1) It is recommended that the Helpline participates in ongoing cooperative program planning and development activities that take into consideration community needs, existing resources, and the activities of other I&R services.

2) The Helpline shall work cooperatively with other community I&R providers to identify changing community needs and to respond to those needs in a timely and appropriate fashion. Regular cooperation ensures that there is an immediate and effective response to the following:

a) Sudden changes in community conditions (e.g. community wide disaster) that may require special outreach efforts or other forms of collaborative response;

b) Changes in legislation; and

c) New information related to the area served that needs to be incorporated.

Standard 14: Cooperative Relationships with Service Providers

The Helpline shall develop cooperative working relationships with local human services providers (e.g. food pantries and local homeless shelters) and larger service systems to build an integrated service delivery system that provides broad access to community services, maximizes the use of existing resources, and facilitates the ability of people who need services to easily find the most appropriate provider. I&R services with broader geographic reach (e.g. statewide, province-wide, regional, or national level programs) shall strive to develop similar working relationships within the area they serve.

The Helpline shall work cooperatively with service providers to address issues that have a critical impact on the community such as disaster relief and recovery, homelessness, health care service delivery, and one-stop collocated human services.

DISASTER PREPAREDNESS: The Helpline shall assess its role in meeting the needs of the community during times of disaster, which may vary depending on the population served. The role the Helpline plays in disaster situations may vary by the phase of the disaster (i.e., preparedness, response, relief, and recovery). The Helpline shall provide information and referrals for inquirers who are experiencing a crisis due to a disaster of natural or human origin. Preparation includes development of an emergency operations and business contingency plan that enables the Helpline to continue providing services if its own facility is damaged or destroyed; and to support its ability to effectively accumulate, validate, and disseminate accurate disaster related information, the Helpline shall provide information and referral assistance for individuals impacted by a disaster, and provide community reports regarding inquirer needs and referrals.

Standard 15: Emergency Operations and Business Contingency Plan

1) The Helpline shall have a written disaster plan that specifically addresses incidents common to the area, and comprehensively prepare staff for most typical emergencies l. The plan shall have two components:

a) An emergency operations component that defines what constitutes a disaster as well as the organization's disaster response expectations, both internally and from the perspective of external stakeholders, and describes the steps the organization must take to meet the needs of the community in the aftermath of an event; and

b) A Continuity of Operations Plan (COOP) component that references emergency preparedness and mitigation activities, such as structural alterations and changes in business operations, and delineates the steps to be taken before, during, and after an emergency to prevent or minimize interruptions in business operations and ensure long-term recovery.

2) The Helpline shall have emergency operation procedures in place for maintaining service delivery during and after an emergency that may occur in the same area in which the program is located or in an area that impacts service delivery. The written procedures related to

a) Personnel Coordination

i) Designation of key staff;

ii) Delegations of authority;

iii) Order of succession;

iv) Expectations of personnel during duty and non-duty hours. Notification of personnel during duty and non-duty hours;

b) Designation of mission-essential functions;

c) Designation of alternative facilities;

d) Continuity of communications among staff before, during, and after a disaster;

e) Securing access to vital records and databases; and

f) Plans for reconstitution and termination of emergency measures.

3) The Helpline shall have written procedures that address specific types of emergencies including power outages, fires, medical emergencies, bomb threats, radiological threats, workplace violence, and other incidents that may require different forms of response (e.g. duck, cover, and hold during an earthquake or sheltering in place during a radiological emergency). Procedures for contacting emergency personnel shall be included.

4) The Helpline shall have written procedures for emergency evacuation of the facility following a disaster that impacts the immediate area surrounding the facility and potentially threatens staff safety. Procedures shall include special arrangements for helping staff or visitors with a disability leave the building.

5) The Helpline shall have written procedures for maintaining service delivery (e.g. answering inquiries and continuing to update community resources) during and after an emergency, including relocation or alternative modes of service delivery. If the I&R service plans to relocate in the event of loss of facilities, alternative sites will be identified.

6) The Helpline shall maintain critical contact and infrastructure information (e.g. telephone service provider and building management information).

Standard 16: Relationships with Emergency and Relief Operations

The Helpline shall participate in ongoing cooperative disaster response planning in the community and establish relationships, as necessary, to become recognized as an integral part of the community's emergency preparedness and response network.

1) The Helpline shall ensure understanding of the command-and-control structure within its jurisdiction (i.e. the responsibilities and authority of officials at city, county, state/provincial, and federal levels) and its role and that of other organizations in the response, relief, and recovery phases of a disaster.

2) The Helpline shall ensure active participation in community meetings that address plans for disaster preparedness, mitigation, response, relief, and recovery.

Standard 17: Disaster Resources

The Helpline shall develop, maintain, and/or use an accurate, up-to-date computerized resource database containing information about available community resources that provide services in times of disaster. Database records shall include descriptions of the services organizations provide and the conditions under which services are available and shall be indexed and accessed using the Disaster Services section of the AIRS/211 LA County Taxonomy of Human Services.

1) The Helpline shall ensure the resource database includes information about permanent local, state, and federal disaster-related resources.

2) The Helpline shall ensure the addition of information in the resource database about organizations that have no formal role in emergency response but emerge in the context of particular disaster, specific relief and recovery services that come to life in response to the specific needs of the community, and specific services offered by organizations with a permanent record in the database (such as Red Cross Service Centers, special needs shelters, etc.).

3) The Helpline shall update the disaster resources annually, immediately prior to an anticipated disaster and throughout the response, relief, and recovery periods.

4) The Helpline shall have an alternative means for allowing staff to access disaster resources if computerized access is unavailable.

5) The Helpline shall verify all information before sharing it with others during a disaster. A streamlined verification process must provide a sufficient level of data validation to ensure accuracy.

Standard 18: Disaster-Related I&R Service Delivery

The Helpline shall provide information and referral services to the community during (when appropriate) and following a disaster or other emergency. This service shall include assessing the needs of the inquirer, evaluating appropriate resources, indicating organizations capable of meeting those needs, and helping inquirers for whom services are unavailable by locating alternative resources and actively participating in linking inquirers to needed services or volunteer opportunities.

1) The Helpline shall ensure adequate staff to meet potential increases in inquirer contacts and needs.

2) The Helpline shall have in place mutual assistance agreements with other I&R services that include provisions for relocation of staff and/or redirection of calls.

3) The Helpline shall have a written protocol for staff who are assigned to provide information and referral at local assistance centers (LACs) or other off-site locations.

4) The Helpline shall ensure I&R specialists have the skills to respond effectively to people in crisis, work cooperatively with other organizations, remain flexible in a rapidly changing environment, are willing to work under adverse conditions (e.g. long hours or uncomfortable surroundings), are aware of their own stress level and coping mechanisms, respond appropriately in face-to-face communications, and work within boundaries of their I&R role.

5) The Helpline shall ensure I&R specialists are knowledgeable about the government emergency response service delivery system, the types of services people typically need before, during, and following a disaster, the organizations that generally provide such services, the types of organizations that may be closed or otherwise unable to deliver services due to an emergency (e.g. government offices and courts), atypical services people may need to access (e.g. open hardware stores and functioning ATM machines), and the structure and contents of the disaster database and/or other approved sources of disaster-related information.

Standard 19: Disaster-Related Data Collection/Reports

The Helpline shall track inquirer requests for service and referrals, collect demographic information from inquirers, and produce reports regarding requests for disaster-related services and referral activity.

1) The Helpline shall collect and organize inquirer data that facilitates appropriate referrals and provides a basis for describing requests for disaster-related services and identifying gaps and overlaps in service.

2) Following all emergencies that necessitate implementation of the provisions of the Disaster Preparedness standards, the Helpline shall produce an after-action report that documents the special activities of the agency with a focus on what worked well and what needs to be improved through revisions of the agency's disaster plan and/or additional training or staff.

Standard 20: Disaster-Related Technology Requirements

The Helpline shall have technology in place that facilitates the ability of the organization to maintain service delivery during times of disaster or a localized emergency. Recommendations for continued operations include an emergency generator, back-up systems for telephones, or an alternate phone number in a different location for staff to access the agency, in case of an emergency that makes the regular phone lines inaccessible.

1) The Helpline shall ensure regular and emergency methods of electronic communication (via email, instant messaging, text/SMS messaging, satellite phones or mobile devices) between staff and management for use internally, for after-hours contacts, and when necessary for pre-and post-disaster events.

2) The Helpline shall establish relationships with its telephone service provider, Internet Service Provider (ISP), website hosting vendor, and I&R software vendor to ensure that the organization is given high priority for continued service in times of disaster.

3) The Helpline I&R service shall have the ability to reroute calls to another location if its own business site is not accessible.

Standard 21: Disaster Training and Exercise

The Helpline shall train staff on emergency operations and business expectations upon hiring and provide ongoing training at least annually. It is recommended that the Helpline actively participate in community disaster exercises to test the Helpline's emergency operations plan.

The Helpline shall provide general training for staff that addresses the specific types of disasters common to the area, the Helpline's role, and mission in times of disaster, the phases of disaster, federal, state/provincial, and local response plans and resources, and other topics that will help prepare staff for an emergency and ensure that they understand their Helpline's commitments.

ORGANIZATIONAL EFFECTIVENESS

The Organizational Effectiveness standards describe the governance and operational structure the Helpline needs to fulfill its mission, including development of policies and procedures.

Standard 22: Governance and Oversight

The Helpline shall operate under the auspices of the AAA, which is governed by representatives of the diverse interest of the community.

1) The governing body shall oversee implementation of program goals and objectives to ensure quality of service and sustainability of the AAA and the Helpline. The governing body (Board of Directors), at a minimum, shall:

- **a)** Ensure that the Helpline has an adequate number of staff and a program manager who is accountable for the operation of the Helpline;
- **b)** Assist in procuring financial and technical assistance to sustain the I&R service;
- **c)** Adopt an annual budget, maintain financial records, and provide for an annual audit by an independent certified public accountant;
- **d)** Promote the Helpline system throughout the community ensuring appropriate publicity, public relations, and outreach.

2) The Helpline shall formally adopt, date, and regularly review written policies that clearly articulate the general principles by which the Helpline is managed. The Helpline shall ensure that organizational policies are available to all employees and that they include employee and hiring policies and procedures.

3) The Helpline shall have a formal process for registering and resolving complaints from inquirers, staff members, and the community, and shall provide protections for whistleblowers.

4) The AAA and Helpline shall have a Code of Ethics that establishes fundamental values and professional standards of conduct for staff in their relationships with their colleagues, their employers, the people they serve, the human service professionals with whom they interact, and the community.

5) The AAA and Helpline shall have a statement approved by the organization's governing body prohibiting discrimination in all its forms and documenting its intention to comply with all laws, orders, and regulations addressing this issue.

6) The Helpline shall provide accessible space and equipment sufficient to ensure confidential interviewing in order for staff to effectively perform their duties.

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Standard 23: Technology

The Helpline shall use technology that improves access to information and enhances its ability to serve inquirers efficiently and effectively. The main role of technology is to enhance and strengthen information sharing while accommodating people's communication preferences. Technology includes telephone systems, telecommunications, computer systems and applications, assistive technology for people with disabilities, and searchable I&R databases on the Internet.

1) The Helpline shall ensure that individuals with disabilities seeking information or services have access to its searchable I&R database that is comparable to that provided to persons without disabilities. The Helpline shall also ensure that employees with disabilities and the public have access to I&R software with reasonable accommodations including features such as speech to text, text to speech, captioning, audio description, and other types of assistive technology.

2) The Helpline shall have policies and procedures that protect the inquirer's right to privacy and anonymity while preserving the I&R specialist's ability to provide for the individual's safety should personal identification become necessary.

3) The Helpline shall ensure that the I&R service has access to professional technical expertise to appropriately maintain all technology and that provisions are in place to ensure a priority response to any breakdowns in key infrastructure.

Standard 24: Personnel Management

The Helpline shall have in place a framework and mechanisms for program and personnel management that provide for the continuity and consistency required for effective service delivery.

1) The Helpline shall recruit and hire staff who are competent, ethical, qualified, sufficient in number to implement service policies, and reflect the community they serve.

2) The Helpline shall have up-to-date job descriptions for all employees and volunteers outlining responsibilities, essential job functions, and lines of accountability. The job descriptions must be dated within the last three years.

3) The Helpline shall provide ongoing supervision and annual evaluation of employees and volunteers by qualified I&R managers, using standardized observation and performance appraisal forms. Performance problems shall be identified, documented, and addressed in an individual performance improvement plan. Staff evaluations shall address specific responsibilities and job functions outlined in individual job descriptions. Quality indicators for the Helpline may include the following:

a) Call Monitoring/Remote Listening: Live or recorded calls that are randomly selected for review and feedback on a regular basis.

b) Secret Shopper Calls: Sometimes known as mystery calls, these are calls conducted by staff or a designated third party without the knowledge of the I&R specialist handling the call. They allow for the "real feeling" of a typical call (including the voice messaging in queue) to be experienced in the same way as a typical client. The results of these calls can be scored in the same manner as other monitored interactions.

c) Mentoring/Coaching: The use of individual sessions, team discussions, role playing, and other techniques to mentor and coach I&R specialist to ensure quality service delivery.

d) Call Management System Reports, Measures and Metrics: The call management component of the telephone system produces weekly and monthly reports that provide data on the following items which may be analyzed to assess individual staff and Helpline efficiency and productivity:

i) Calls received;

ii) Calls answered;

iii) Calls refused; and

iv) Average call handling time.

e) Case Examples: Examples of calls submitted monthly by an I&R specialist that illustrate their call handling techniques. A case example is a written, detailed analysis of how an information and referral calls was handled. The components of a case example include the following:

i) Demographic Information (non-identifying name of I&R specialist, date of call, language of call, subject, line of service (e.g. 211, victim support line).

ii) Presenting situation/problem.

iii) Assessment.

iv) Actions/referrals provided.

v) Follow-up/advocacy if appropriate.

f) Complaints and commendations an I&R specialist has received.

4) If the Helpline permit staff to work off-site, the Helpline must ensure the security and confidentiality of inquirer data and ensure the availability of technology to support the ability of staff to do all or part of their work off-site. For the most part, this innovation provides flexibility and responsiveness to the needs of individual staff. However, in the case of I&R specialists who may be directly serving the public from an off-site location, procedures must be in place to ensure compliance with all service delivery standards regardless of where an I&R inquiry is handled. To ensure that the public experiences no discernible difference in the quality of service, special requirements for off-site I&R service delivery shall be in place, including provisions for I&R specialists to:

a) Make three-way calls to connect the inquirer to external services including language translation services;

b) Contact emergency services while maintaining a connection with the inquirer;

c) Work in a distraction-free environment;

d) Access supervisory assistance, when required, and for supervisors to exercise quality assurance measures; and

e) Access personnel policies and training opportunities that reflect off-site circumstances.

5) The Helpline shall track employee turnover or attrition and have a process for identifying when the turnover percentage impacts service quality.

Standard 25: Staff Training

The Helpline shall maintain a training policy and make training available to employees and volunteers.

1) The Helpline shall provide training for employees and volunteers based on pre-determined training goals with curriculum objectives defining behavioral outcomes for each module.

2) The Helpline shall provide an orientation for new employees and volunteers that addresses the role, mission, and function of the I&R service; the role of the governing body; federal, state, and local laws affecting service delivery (e.g., abuse reporting); and the structure, policies, and procedures of the AAA.

3) The Helpline shall ensure that training for I&R specialists includes:

a) Pre-service training appropriate to the knowledge and skills of new staff to ensure that they meet organizational expectations;

b) On-the-job training that involves increasing levels of responsibility in handling inquiries; and

c) In-service training that focuses on refining and updating the staff's knowledge about the aging network, state and federally funded programs, and skills and work-related attitudes and behaviors.

4) The Helpline shall ensure training for resource staff includes an overview of the local community service delivery system, inclusion/exclusion criteria for the resource database, data elements, taxonomy indexing, database maintenance procedures, use of the I&R service's software, development, and distribution of database products and, when appropriate, training in the I&R service's area of specialization (e.g. disability issues or aging issues).

5) The Helpline shall ensure that the content of the staff training program is consistent with the ABCs of I&R published by AIRS or the Department of Elder Affairs Information and Referral/Assistance training module.

6) The Helpline shall systematically evaluate the effectiveness of its training program and the performance of its trainers and modify the training based on evaluation results.

7) It is recommended that I&R specialists and resource specialists seek professional certification through recognized programs at the state/provincial, regional, or national level.

Standard 26: Promotion and Outreach

The Helpline shall establish and maintain a program that increases public awareness of I&R services, its objectives, and its value to the community. At least two outreach projects targeting low-income older individuals, including low-income minority, older individuals with limited English proficiency, and older individuals residing in rural areas, must be completed annually.

1) The Helpline shall have an outreach plan that employs a systematic methodology for publicizing the organization's services to its targeted population and to other community resources (e.g. other agencies, faith-based organizations, law

enforcement, and schools). The I&R service may publicize its services using a variety of methods, including social media, which are tailored to meet the needs of diverse populations and may include:

a) Personal contact;

b) Speaking engagements;

c) Community meetings;

d) Feature articles;

e) News stories;

f) Displays;

g) Public service announcements or listings;

h) Telephone Directories;

i) Printed materials such as brochures;

j) Posters and billboards;

k) Booths at fairs;

l) Radio;

m) Television; and

n) Internet web page.

2) The I&R service shall publicize its services to people in the community who may experience barriers to accessing services due to physical, mental, or developmental disabilities; homelessness or social isolation; language or cultural background; or other vulnerabilities.

Standard 27: Quality Assurance

The Helpline shall have the ability to assess the quality and effectiveness of all aspects of its operation including its service delivery, resource database, reports and measures, cooperative relationships, disaster preparedness and organizational structure. These determinations shall be made through on-going quality assurance procedures supported by the collection and utilization of information that can be used to manage and continuously improve resource database management and the service delivery process, and through periodic formal evaluations that are used to implement measurable improvements.

1) The Helpline shall have a process for examining its viability as an organization, the effectiveness of its services, its appropriate involvement in the community, and its overall impact on the people it serves.

2) To support management information needs, the Helpline shall have a method for tracking key performance indicators (KPIs) such as:

a) Call volume;

b) Abandoned calls;

c) Average abandonment rate;

d) Average speed of answer;

e) Average call handling time; and

f) Average talk time.

3) The Helpline shall conduct regular customer satisfaction/quality assurance surveys with a minimum of 3 percent (3%) of inquirers [one percent (1%) of the specified percentage must include individuals with limited English proficiency, persons with a disability, or low-income minorities residing in a rural area] to assess overall service performance and I&R service outcomes. The surveys may occur during the original contact with an inquirer, in conjunction with follow-up (after determining whether the inquirer's needs have been met), or in a separate call made for quality assurance purposes. It is important that survey participants be randomly selected. Customer satisfaction questions shall include the following:

a) Was the I&R specialist polite and helpful?

b) Did the inquirer feel they were listened to?

c) Did the inquirer receive a choice of referrals where appropriate?

d) Would the inquirer contact the Helpline again?

e) Would the inquirer recommend the Helpline I&R service to family and friends?

If while conducting client satisfaction/quality assurance surveys, it is determined that the original need of the inquirer has not been met or that the inquirer has new needs, the Helpline shall have procedures in place to provide additional information, referrals, or advocacy.

Reference: The Older Americans Act (OAA) contract standards have been adopted with modifications from the AIRS Standards for Professional Information and Referral.

END OF ATTACHMENT I

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Agency to the Contractor may be subject to audits and/or monitoring by the Agency, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Agency staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agreesto comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event the Agency determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Agency to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Agency by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Agency shall be based on the contract's requirements, including anyrules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Agency by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Agency shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Agency in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months afterthe Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Agency retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Agency.

Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Area Agency on Aging for Southwest Florida, Inc. at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Chief Financial Officer
2830 Winkler Ave., Suite 112

Fort Myers, FL 33916

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letters, or other information required to be submitted to the Agency pursuant to this contractshall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Agency for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow the Agency or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Agency or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Agency.

ATTACHMENT II-EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

_____ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.
__X__ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.
_____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the Agency to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
2 CFR § 200.201 – Administrative Requirements**
2 CFR § 200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR § 200.400 - § 200.411 – Cost Principles*
2 CFR § 200.100 – Administrative Requirements
2 CFR § 200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
2 CFR § 200.100 – Administrative Requirements
2 CFR § 200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

Sections 215.97 & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

ATTACHMENT II - EXHIBIT 2 - FUNDING SUMMARY

Note: Title 2 CFR § 200.331, as revised, and Section 215.97(5), F.S., require that the information about federal programs and State Projects be provided to the Recipient and are stated in The Financial And Compliance Audit Attachment II, Exhibit 1 provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

COLLIER COUNTY

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB **Total IIIB**	U.S. Health and Human Services	93.044	**$ 300,000.00**
OAA Title IIIC1 – Congregate Meals **Total IIIC1**	U.S. Health and Human Services	93.045	**$ 650,000.00**
OAA Title III C2 – Home Delivered Meals **Total IIIC2**	U.S. Health and Human Services	93.045	**$ 300,000.00**
Older Americans Act Title III E Services (Title III E) Supplement Services (Title III ES) Grandparent Services (Title III EG) **Total IIIE**	U.S. Health and Human Services	93.052	$ 100,000.00 $ 22,000.00 $ 5,000.00 **$ 127,000.00**
Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	**$ 52,000.00**
TOTAL FEDERAL AWARD			**$1,429,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards/
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE
Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

Agency will not award this contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

- **A.** **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- **B.** **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- **C.** **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- **D.** **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- **E.** **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- **F.** **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- **G.** **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- **H.** **Verification of Employment Status Certification**
- **I.** **Records and Documentation**
- **J.** **Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

CAO

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Agency.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Agency.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Agency.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Agency.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that Agency and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.
Contractor understands and agrees that it is required to inform Agency immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Agency terminating this contract and the submission of a false certification may subject Contractor to civil penaltiesand attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financialresults of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Agency, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Agency staff and/or any party designated by the Agency any andall contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Agency. Maintenance includes valid exports and backups of all data and systems according to Agency standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Agency is named in the civil action, Contractor agrees to indemnify and hold harmless the Agency for any costs incurred bythe Agency and any attorneys' fees assessed or awarded against the Agency from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
   a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Agency and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ☒ does not ☐ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Agency areavailable for inspection if applicable, as stated above.

By execution of this contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

WilliamsTanya Digitally signed by WilliamsTanya Date: 2023.12.20 09:21:52 -05'00'	Tanya R Williams
Signature and Title of Authorized Representative Public Service Department Head	**Street Address** 3339 Tamiami Trail E
12.20.2023 Collier County Board of County Commissioners	Naples, Fl 34113
Contractor **Date**	**City, State, Zip code**

As designee of the County Manager,
pursuant to Resolution No. 2018-202.

Approved as to Form and Legality:

DDP 12/19/2023

Derek D. Perry
Assistant County Attorney

CAO

ATTACHMENT IV
ASSURANCES
NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
WilliamsTanya Digitally signed by WilliamsTanya Date: 2023.12.20 09:30:20 -05'00' Tanya R Williams	Public Service Department Head
APPLICANT ORGANIZATION Collier County Board of County Commissioners	**DATE SUBMITTED** 12.20.2023

Approved as to Form and Legality:

As designee of the County Manager,
pursuant to Resolution No. 2018-202.

DDP 12/19/2023

Derek D. Perry
Assistant County Attorney

CAO

ATTACHMENT V
FLORIDA Department of ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with Agency? **N/A** ☐ **YES** ☐ **NO** ☐

7. Compare the staff composition to the population. Is staff representative of the population? **N/A** ☐ **YES** ☐ **NO** ☐

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? **N/A** ☐ **YES** ☐ **NO** ☐

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? **N/A** ☐ **YES** ☐ **NO** ☐

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? **N/A** ☐ **YES** ☐ **NO** ☐

11. Is the program/facility accessible to non-English speaking clients? **N/A** ☐ **YES** ☐ **NO** ☐

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal ☐ Written ☐ Poster ☐ **N/A** ☐ **YES** ☐ **NO** ☐

13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. **N/A** NUMBER ☐ _____

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? **N/A** ☐ **YES** ☐ **NO** ☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications? **YES** ☐ **NO** ☐

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? **YES** ☐ **NO** ☐

17. Has a person been designated to coordinate Section 504 compliance activities? **YES** ☐ **NO** ☐

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? **YES** ☐ **NO** ☐

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals? **YES** ☐ **NO** ☐

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

20. Do you have a written affirmative action plan? If NO, explain. **YES** ☐ **NO** ☐

Agency USE ONLY	
Reviewed by	In Compliance: YES ☐ NO* ☐
Program Office	*Notice of Corrective Action Sent___/___/___
Date ☐ Telephone	Response Due___/___/___
On-Site ☐ Desk Review ☐	Response Received___/___/___

ATTACHMENT V
INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.

a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.

5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for Agency Recipients and their Sub-grantees. 45 CFR § 80.4(a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.

9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).

10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).

11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).

12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Agency or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the useof an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address

of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:

a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
b. Modify policies and practices that do not meet Section 504 requirements.
c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).

16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR45 CFR § 84.7(b).

17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).

18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).

19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailed and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).

20. Programs or facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI
CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

REPORT PERIOD:
From: _____
To: _____

CONTRACTOR INFORMATION:
Name: _____ Phone: _____
Address: _____ Email: _____
FEID: _____ Contact: _____

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
6									$ -
7									$ -
8									$ -
9									$ -
10									$ -
11									$ -
12									$ -
13									$ -
14									$ -
15									$ -
16									$ -
17									$ -
18									$ -
19									$ -
20									$ -
								Total	

SIGNATURE: _____ DATE: _____
TITLE: _____

CAO

ATTACHMENT VII

BACKGROUND SCREENING

Department of ELDER AFFAIRS
STATE OF FLORIDA

Ron DeSantis
Governor

Michelle Branham
Secretary

BACKGROUNDSCREENING

Attestation of Compliance -Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (Agency), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

Approved as to Form and Legality:

DDP 12/19/2023

Derek D. Perry
Assistant County Attorney

ATTESTATION:

As the duly authorized representative of

Collier County Board of County Commissioners
Employer Name

located at 3339 Tamiami Trail E Naples, FL 34112 ,
Street Address *City* *State* *ZIP code*

I, Tanya R Williams do hereby affirm under penalty of
Name of Representative

perjury that the above-named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

WilliamsTanya Digitally signed by WilliamsTanya
Date: 2023.12.20 09:30:56 -05'00'

12.20.2023

Signature of Representative *Date*

As designee of the County Manager,
pursuant to Resolution No. 2018-202.

Agency Form 235, Attestation of Compliance - Employer, Effective January 19, 2021 *Section 435.05(3), F.S. Form available at: https://elderaffairs.org/wp-content/uploads/doea-form-235-attestation-of-compliance-employer.pdf*

CAO

ATTACHMENT VIII

CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)

CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO Agency

CONTRACTOR NAME: _____

Agency CONTRACT NUMBER: _____

***REPORTING PERIOD-FROM:_____ TO: _____**
***(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO**

Agency)Agency CONTRACT MANAGER: _____

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).

CONTACT Agency CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.

SUBCONTRACTOR NAME	SUBCONTRACTOR'S FEID	CMBE	EXPENDITURES

DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR
CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click "search". Only Certified Minority Business Entities will be displayed.

https://osd.dms.myflorida.com/directories

INSTRUCTIONS

(A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR Agency CONTRACT.
(B) ENTER THE Agency CONTRACT NUMBER.
(C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE'S SERVICE PERIOD.
(D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
    1. ENTER CERTIFIED MINORITY BUSINESS NAME.
    2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
    3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
    4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
(E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO Agency FINANCIAL ADMINISTRATION FOR PROCESSING.
(F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE.

ATTACHMENT IX -
BUDGET SUMMARY

COLLIER COUNTY

1. Title III B Support Services	$	300,000.00
2. Title III C1 Congregate Meals	$	650,000.00
3. Title III C2 Home Delivered Meals	$	300,000.00
4. Title III E Services	$	100,000.00
5. Title III ES Services	$	22,000.00
6. Title III EG Services	$	5,000.00
7. NSIP	$	52,000.00
TOTAL	**$**	**1,429,000.00**

ATTACHMENT X
INVOICE SCHEDULE

Report Number	Based On	Submit to State On This Date
1	January Advance*	January 1
2	February Advance*	January 1
3	January Receipts and Expenditure Report and Request for Payment	February 9
4	February Receipts and Expenditure Report and Request for Payment	March 9
5	March Receipts and Expenditure Report and Request for Payment	April 9
6	April Receipts and Expenditure Report and Request for Payment	May 9
7	May Receipts and Expenditure Report and Request for Payment	June 9
8	June Receipts and Expenditure Report and Request for Payment	July 9
9	July Receipts and Expenditure Report and Request for Payment	August 9
10	August Receipts and Expenditure Report and Request for Payment	September 9
11	September Receipts and Expenditure Report and Request for Payment	October 9
12	October Receipts and Expenditure Report and Request for Payment	November 9
13	November Receipts and Expenditure Report and Request for Payment	December 9
14	December Receipts and Expenditure Report and Request for Payment	January 9
15	Final Receipts and Expenditure Report and Request for Payment	February 9

Legend: * Advance based on projected cash need as supported by a cash-flow analysis or other information appropriate to demonstrate the contractor's financial need for the advance.

ATTACHMENT XI

REQUEST FOR PAYMENT

PROVIDER NAME, ADDRESS, PHONE & FED ID NUMBER	TYPE OF REPORT: Advance _____ Reimbursement_____ PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____

CERTIFICATION: I hereby certify to the best of my knowledge that this request conforms with the terms and the purposes set forth in the above contract.

Prepared By:_____Date:_____Approved By:_____Date: _____

PART A:	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
BUDGET SUMMARY	ADMIN.	IIIB	IIIC1	IIIC2	IIID	IIIE	NSIP	TOTAL
I. Approved Contract Amount	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Previous Funds RECEIVED for Contract period	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Contract Balance (Line 1 minus line 2)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Previous Funds REQUESTED and **Not Received.**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Contract Balance (Line 3 minus line 4)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PART B:								
FUNDS REQUESTED								
1. 1st-2nd Months Request Only	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Net Expenditures For Month	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PART C:								
NET FUNDS REQUESTED:								
1. Less: Over-Advance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Contract Funds are Hereby Requested	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

List of Services / Units / Rates provided - See attached report.

Agency FORM 106A revised 10/19/18

Agency Use Only

ATTACHMENT XII

RECEIPTS AND EXPENDITURE REPORT

EXHIBIT 1

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	PROGRAM FUNDING SOURCE:	Contract # _____
0 0 0 0 0 0 0 0 0	Title III & General Revenue Administration PSA _____	Contract Period: _____ Report Period _____ Report # _____ Invoice# _____

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by :_____Date :_____Approved by :_____Date :_____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	#DIV/0!
2. State Funds	$0.00	$0.00	$0.00	#DIV/0!
3. Local Cash Match	$0.00	$0.00	$0.00	#DIV/0!
4. State Match	$0.00	$0.00	$0.00	#DIV/0!
5. Local In-Kind Match	$0.00	$0.00	$0.00	#DIV/0!
6. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : CONTRACTED EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Expenses	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For tracking purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Match: CCE / GR	$0.00	$0.00	$0.00	#DIV/0!
HCE / GR	$0.00	$0.00	$0.00	#DIV/0!
Other and In-Kind	$0.00	$0.00	$0.00	#DIV/0!
2. Local Match	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL	$0.00	$0.00	$0.00	#DIV/0!

D: INTEREST

1. Earned on Advances **$0.00**

2. Returned on Advances **$0.00**

Agency FORM 105as-ADMIN revised 10/19/18

ATTACHMENT XII

RECEIPTS AND EXPENDITURE REPORT
EXHIBIT 2

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	PROGRAM FUNDING SOURCE:	Contract # _____
0 0 0 0 0 0 0 0 0	Title III IIIB PSA _____	Contract Period: _____ Report Period _____ Report # _____ Invoice# _____

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by :_____Date :_____Approved by :_____Date :_____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	#DIV/0!
2. State Funds	$0.00	$0.00	$0.00	#DIV/0!
3. Program Income - Non Match	$0.00	$0.00	$0.00	#DIV/0!
4. Local Cash Match	$0.00	$0.00	$0.00	#DIV/0!
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!
6. Local In-Kind Match	$0.00	$0.00	$0.00	#DIV/0!
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. AAA Direct Services	$0.00	$0.00	$0.00	#DIV/0!
2. Subcontractor	$0.00	$0.00	$0.00	#DIV/0!
3. IIIB Set Aside	$0.00	$0.00	$0.00	#DIV/0!
4. IIIB Set Aside DRR (Disaster Recovery Reserve)	$0.00	$0.00	$0.00	#DIV/0!
5. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For Tracking Purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Match				
a. Other and In-Kind	$0.00	$0.00	$0.00	#DIV/0!
b. Local Match	$0.00	$0.00	$0.00	#DIV/0!
2. Program Income	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL OTHER	$0.00	$0.00	$0.00	#DIV/0!

PART D: INTEREST

1. Earned on Advances	**$0.00**
2. Return on Advances	**$0.00**
3. Other Earned	**$0.00**

Agency FORM 105as-IIIB revised 10/19/18

ATTACHMENT XII

RECEIPTS AND EXPENDITURE REPORT
EXHIBIT 3

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	PROGRAM FUNDING SOURCE:	Contract # _____
0 0 0 0 0 0 0 0 0	Title III C1 PSA _____	Contract Period: _____ Report Period _____ Report # _____ Invoice# _____

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by :_____Date :_____Approved by :_____Date :_____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	#DIV/0!
2. State Funds	$0.00	$0.00	$0.00	#DIV/0!
3. Program Income - Non Match	$0.00	$0.00	$0.00	#DIV/0!
4. Local Cash Match	$0.00	$0.00	$0.00	#DIV/0!
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!
6. Local In-Kind Match	$0.00	$0.00	$0.00	#DIV/0!
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Subcontractor	$0.00	$0.00	$0.00	#DIV/0!
2. C1 Set Aside DRR (Disaster Recovery Reserve)	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For Tracking Purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Match				
a. Other and In-Kind	$0.00	$0.00	$0.00	#DIV/0!
b. Local Match	$0.00	$0.00	$0.00	#DIV/0!
2. Program Income	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL OTHER	$0.00	$0.00	$0.00	#DIV/0!

PART D: INTEREST

1. Earned on Advances	**$0.00**
2. Return on Advances	**$0.00**
3. Other Earned	**$0.00**

Agency FORM 105as-C1 revised 10/19/2018

ATTACHMENT XII

RECEIPTS AND EXPENDITURE REPORT
EXHIBIT 4

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	PROGRAM FUNDING SOURCE:	Contract # _____
0 0 0 0 0 0 0 0 0	Title III C2 PSA _____	Contract Period: _____ Report Period _____ Report # _____ Invoice# _____

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by :_____Date :_____Approved by :_____Date :_____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	#DIV/0!
2. State Funds	$0.00	$0.00	$0.00	#DIV/0!
3. Program Income - Non Match	$0.00	$0.00	$0.00	#DIV/0!
4. Local Cash Match	$0.00	$0.00	$0.00	#DIV/0!
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!
6. Local In-Kind Match	$0.00	$0.00	$0.00	#DIV/0!
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Subcontractor	$0.00	$0.00	$0.00	#DIV/0!
2. C2 Set Aside DRR (Disaster Recovery Reserve)	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For Tracking Purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Match				
a. Other and In-Kind	$0.00	$0.00	$0.00	#DIV/0!
b. Local Match	$0.00	$0.00	$0.00	#DIV/0!
2. Program Income	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL OTHER	$0.00	$0.00	$0.00	#DIV/0!

PART D: INTEREST

1. Earned on Advances	**$0.00**
2. Return on Advances	**$0.00**
3. Other Earned	**$0.00**

Agency FORM 105as-C2 revised 10/19/18

ATTACHMENT XII

RECEIPTS AND EXPENDITURE REPORT
EXHIBIT 5

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	PROGRAM FUNDING SOURCE:	Contract # _____
0 0 0 0 0 0 0 0 0	Title III IIID PSA _____	Contract Period: _____ Report Period _____ Report # _____ Invoice# _____

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by :_____Date :_____Approved by :_____Date :_____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	#DIV/0!
2. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. For This Report	3. Year to Date	4. Percent of Approved Budget
1. AAA Direct Services	$0.00	$0.00	$0.00	#DIV/0!
2. Subcontractor	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For Tracking Purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Program Income	$0.00	$0.00	$0.00	#DIV/0!

PART D: INTEREST

1. Earned on Advances	**$0.00**
2. Return on Advances	**$0.00**
3. Other Earned	**$0.00**

Agency FORM 105as-IIID revised 10/19/2018

ATTACHMENT XII

RECEIPTS AND EXPENDITURE REPORT
EXHIBIT 6

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	PROGRAM FUNDING SOURCE :	Contract # _____
0 0 0 0 0 0 0 0 0	Title III IIIE PSA _____	Contract Period: _____ Report Period _____ Report # _____ Invoice# _____

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by :_____Date :_____Approved by :_____Date :_____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	#DIV/0!
2. State Funds	$0.00	$0.00	$0.00	#DIV/0!
3. Program Income - Non Match	$0.00	$0.00	$0.00	#DIV/0!
4. Local Cash Match	$0.00	$0.00	$0.00	#DIV/0!
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!
6. Local In-Kind Match	$0.00	$0.00	$0.00	#DIV/0!
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. AAA Direct Services	$0.00	$0.00	$0.00	#DIV/0!
2. Sub-Contracted Services	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER EXPENDITURES (For Tracking Purposes only)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Match				
a. Other and In-Kind	$0.00	$0.00	$0.00	#DIV/0!
b. Local Match	$0.00	$0.00	$0.00	#DIV/0!
2. Program Income	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL OTHER	$0.00	$0.00	$0.00	#DIV/0!

PART D : EXPENDITURES ANALYSIS

1. Expenditures by Services Year to Date:		2. Units of Services Year to Date	3. Number of People Served Year to Date
1. Information……	$0.00	……0	……0
2. Assistance…….……	$0.00	……0	……0
3. Counseling……	$0.00	…… 0	……0
4. Respite……..	$0.00	…… 0	……0
5. Supplemental Services…..	$0.00	…… 0	……0
6. TOTAL……..	$0.00		

Part B Line 3, column 3 should be equal to this total.

PART E : GRANDPARENT SERVICES (reported by Federal Fiscal Year)

FFY_____$_____ FFY_____$_____ FFY_____$_____

Match $_____ Match $ _____ Match $ _____

PART F: INTEREST

1. Earned on Advances	$0.00
2. Returned on Advances	$0.00
3. Other Earned	$0.00

Agency FORM 105as-IIIE revised 10/19/18

ATTACHMENT XII

RECEIPTS AND EXPENDITURE REPORT
EXHIBIT 7

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	PROGRAM FUNDING SOURCE :	Contract # _____
0 0 0 0 0 0 0 0 0	Title III NSIP PSA _____	Contract Period: _____ Report Period _____ Report # _____ Invoice# _____

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by :_____Date :_____Approved by :_____Date :_____

PART A: EXPENDITURE COMPUTATION	YEAR TO DATE		CURRENT MONTH	
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED
1. Number of Meals Served	0	0	0	0
2. Line 1 Times $ .72 cents per Meal	$0.00	$0.00	$0.00	$0.00
	Year To Date Total Meals	0	Current Month Total Meals	0

PART B: CONTRACT SUMMARY			
	Year To Date Total Expenditures	$0.00	Total Current Expenditures $0.00
1. Approved Contract Amount		$0.00	
2. Actual Expenditures for this Report		$0.00	
3. Total Expenditures Year to Date		$0.00	
4. Contract Balance		$0.00	

Agency FORM 105as-NSIP revised 10/19/18

ATTACHMENT XIII
COMPUTATION OF CARRYFORWARD AND OVERADVANCE OAA TITLE III

PSA _____ **Contract Period:** _____

Contract # _____

	AAA ADMINISTRATION		TITLE III B	TITLE IIIC1	TITLE III C2	TITLE III D	TITLE III E	NSIP	
	FED FUND	GEN REV	FED FUND	FED FUND	FED FUND	FED FUND	FED FUND	FED FUND	TOTAL
CARRYFORWARD									
1. CURRENT YEAR FUNDING : FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. PRIOR YEAR CARRYFORWARD: FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. PRIOR YEAR CARRYFORWARD: FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. CONTRACT TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. NET EXPENDITURES FOR CONTRACT YEAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. CURRENT FFY CARRYFORWARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. CARRYFORWARD PERCENTAGE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
OVERADVANCES									
8. TOTAL FUNDS ADVANCED AND/OR REIMBURSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. LESS: EXPENDITURES FROM LINE 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. AMOUNT OF OVERADVANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

11. REPORT APPROVED FOR AAA BY:

Signature Date

12. REPORT APPROVED BY Agency DIVISION OF FINANCIAL ADMINISTRATION:

Signature Date

13. REPORT APPROVED BY Agency CONTRACT MANAGEMENT:

Signature Date

Agency FORM 124A, Revised 10/19/18

ATTACHMENT XIV
COST REIMBURSEMENT SUMMARY

PSA

Contract # _____

Contract Period: _____

Report Period _____

Report # _____

Budget Category	Description	Number of units	Amount
Administration			
		TOTAL ADMINISTRATION	$0.00
Expenses			
		TOTAL EXPENSES	$0.00

ATTACHMENT XV SERVICE RATE REPORT
COLLIER COUNTY

PROGRAM: FEDERALLY FUNDED		FROM: 01/01/24 - 12/31/24		
PROGRAM	SERVICE	METHOD OF PAYMENT	HIGH REIMBURSEMENT RATE	UNIT TYPE
O3C1	CONGREGATE HOLIDAY/EMERGENCY SHELF MEALS	Fixed Fee/Unit Rate	$15.14	MEAL
	CONGREGATE MEALS	Fixed Fee/Unit Rate	$15.14	MEAL
	CONGREGATE MEALS - GRAB AND GO	Fixed Fee/Unit Rate	$15.14	MEAL
	CONGREGATE MEALS (SCREENING)	Fixed Fee/Unit Rate	$48.31	HOUR
	CONGREGATE MEALS FOR MANAGED LONG- TERM CARE CLIENTS	Fixed Fee/Unit Rate	$15.14	MEAL
	CONGREGATE MEALS GUEST	Fixed Fee/Unit Rate	$15.14	MEAL
	CONGREGATE MEALS VOLUNTEERS	Fixed Fee/Unit Rate	$15.14	MEAL
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	$1.72	PARTICIPANTS
O3C2	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	$9.71	MEAL
	HOME DELIVERED MEALS - GRAB AND GO	Fixed Fee/Unit Rate	$9.71	MEAL
	HOME DELIVERED MEALS GUEST	Fixed Fee/Unit Rate	$9.71	MEAL
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	$1.72	PARTICIPANTS
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	$57.92	HOUR
OA3B	ADULT DAY CARE - DAYS	Fixed Fee/Unit Rate	$126.00	DAY
	CASE MANAGEMENT	Fixed Fee/Unit Rate	$105.00	HOUR
	EMERGENCY ALERT RESPONSE	Fixed Fee/Unit Rate	$1.76	EPISODE
	HOMEMAKER	Fixed Fee/Unit Rate	$29.07	HOUR
	HOUSING IMPROVEMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
	MATERIAL AID*	Cost Reimbursement	Cost Reimbursement	EPISODE
	PERSONAL CARE	Fixed Fee/Unit Rate	$30.10	HOUR
	PET SUPPORT SERVICES	Cost Reimbursement	Cost Reimbursement	EPISODE
	RECREATION MATERIALS (EMERGENCIES ONLY)*	Cost Reimbursement	Cost Reimbursement	EPISODE
	RESPITE IN-FACILITY	Fixed Fee/Unit Rate	$14.59	HOUR
	RESPITE IN-HOME	Fixed Fee/Unit Rate	$29.53	HOUR
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	$57.92	HOUR
	SKILLED NURSING SERVICES	Fixed Fee/Unit Rate	$55.06	HOUR
	SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES*	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - EQUIPMENT PURCHASE OR LEASE	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - INSTALL	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - STAFF SUPPORT	Cost Reimbursement	Cost Reimbursement	EPISODE
	TRANSPORTATION*	Cost Reimbursement	Cost Reimbursement	TRIP
	TRANSPORTATION TO MEAL SITE FOR MANAGED LONG-TERM CARE CLIENTS*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3E	HOMEMAKER	Fixed Fee/Unit Rate	$29.07	HOUR
	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	$9.71	MEAL
	PET SUPPORT SERVICES	Cost Reimbursement	Cost Reimbursement	EPISODE
	RECREATION MATERIALS (EMERGENCIES ONLY)*	Cost Reimbursement	Cost Reimbursement	EPISODE
	RESPITE IN-FACILITY	Fixed Fee/Unit Rate	$14.59	HOUR
	RESPITE IN-HOME	Fixed Fee/Unit Rate	$29.53	HOUR
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	$57.92	HOUR
	TECHNOLOGY	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - EQUIPMENT PURCHASE OR LEASE	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - INSTALL	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - STAFF SUPPORT	Cost Reimbursement	Cost Reimbursement	EPISODE

OA3EG	CHILD DAY CARE	Fixed Fee/Unit Rate	$20.96	HOUR
	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	$9.71	MEAL
	PET SUPPORT SERVICES	Cost Reimbursement	Cost Reimbursement	EPISODE
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	$57.92	HOUR
	TECHNOLOGY	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - EQUIPMENT PURCHASE OR LEASE	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - INSTALL	Cost Reimbursement	Cost Reimbursement	EPISODE
	TECHNOLOGY - STAFF SUPPORT	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3ES	DIRECT PAY HOUSING IMPROVEMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
	HOUSING IMPROVEMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
	MATERIAL AID*	Cost Reimbursement	Cost Reimbursement	EPISODE
	SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES*	Cost Reimbursement	Cost Reimbursement	EPISODE
	SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES - DIRECT PAY*	Cost Reimbursement	Cost Reimbursement	EPISODE
NSIP	ELIGIBLE CONGREGATE AND HOME DELIVERED MEALS	Fixed Fee/Unit Rate	$0.72	MEAL
*As stipulated in contract, these services are provided on a cost reimbursement basis.				

ATTACHMENT XVI
OAA ANNUAL VOLUNTEER ACTIVITY REPORT SPECIFICATIONS

I. Categories & Definitions

Direct Volunteers: Volunteers who have person-to-person contact with clients (e.g. I&R specialists, SHINE counselors, and individuals providing respite and companionship).

Indirect Volunteers: Volunteers who coordinate, manage, or participate in specific services, programs, or activities that assist paid staff in planning, implementing, and evaluating the goals and objectives of an organization (e.g. speaker's bureau volunteer, data entry, board members, etc.).

Episodic Volunteers: Volunteers who participate in a specific, one-time event for a limited time, regardless of direct or indirect volunteers.

NOTE: A volunteer can only be counted once. Select the category (direct, indirect, or episodic) that best describes the individual volunteer and his/her volunteer work.

Unduplicated direct or indirect volunteers: Number of volunteers who perform service activities.

II. Survey Questions

i. User input: Email address

i. User input: Survey questions

1. Number of unduplicated direct service volunteers.
1. Number of unduplicated indirect service volunteers.
2. Number of episodic volunteers engaged during the contract year.
3. Total number of direct volunteer hours served.
4. Total number of indirect volunteer hours served.
5. Total number of episodic volunteer hours served.
6. Number of clients served by volunteers.
7. Number of volunteers age 60 or older.
8. Number of volunteers under age 60.

III. Service Categories

Groupings for reporting the number of volunteers providing services during the data collection period (January 1 – December 31). If there are no activities during the year, enter zero.

Adult Day Care: Non-residential facility specializing in providing activities for elderly individuals or individuals with disabilities. Operates ten to twelve (10 – 12) hours per day and provides meals, social or recreational outings, and general supervision.

Advisory Council/Board Membership: Group of experts and leaders in an industry who share knowledge, contacts, and leadership skills to benefit an organization; comprised of people who have no material interests in the organization other than their directorship and who are responsible for a fiduciary role within the organization.

AmeriCorps: Network of national service programs that engage members and community volunteers in intensive service to meet needs in education, public health, and the environment. This service produces volunteers who will provide direct services to clients.

AmeriCorps Vista: VISTA members commit to serve full-time for a year at a nonprofit organization or local government agency, working to fight illiteracy, improve health services, create businesses, strengthen community groups, and much more. This service produces volunteers who will provide direct services to clients.

Clerical/Administration: Complex work tasks performed under direction in support of one or more persons serving in an administrative or professional capacity; completion of routine administrative tasks directly related to the work of supervisor(s).

Companionship Programs: Programs that help elders to help other elders with their daily lives. Tasks may include grocery shopping, household chores, going out to lunch, or simply visiting the elders to keep them company.

Congregate Meals: Meal service in a group setting to individuals who cannot prepare or obtain nutritionally adequate meals themselves. Meals assist individuals to maintain a nutritious diet.

Consumer Education/Counseling: Enhances the capacity of mature consumers to navigate the increasingly complex marketplace. Consumer education programs provide significant benefits, including identification of market information, compliant and consumer redress procedures, and understanding of a technology-based consumer environment.

CAO

Disaster Preparation/Recovery: Services provided in coordination with American Red Cross, FEMA, and local task forces in response or in preparation of a disaster.

Education: Community outreach program of an academic institution that offers educational and cultural programs specifically designed to foster and support lifelong learning.

Foster Grandparents: Provides a way for volunteers age 55 and older to stay active by serving children and youth in their communities, through tutoring and mentoring.

Fundraising: Any service directly related to the solicitation of contributions for a committee, program, or organization.

Health Promotion: Programs specifically for older adults in the areas of health education, physical activity, coordinated screening, and mental health.

Home Delivered Meals: Meal service delivered to the homes to individuals who cannot prepare or obtain nutritionally adequate meals for themselves. Meals assist individuals to maintain a nutritious diet.

Homemaker Programs: Programs provide in-home services to elders at-risk of premature placement in a nursing home. Clients must be 60 years of age or older.

Home Repair: Home improvement, remodeling, or handyman work, including small, odd jobs, and routine tasks.

Information and Referral: One-to-one services directing elders to appropriate programs and resources based on elders' needs and specialized knowledge of aging services within the community.

Intergenerational: Activities or programs that increase cooperation, interaction, or exchange between any two or more generations.

Legal Assistance: Legal services to elders age 60 and older that deal with issues such as property taxes, mobile home, and other landlord tenant issues, advance directives, Medicaid eligibility, Social Security denial, and state and local welfare benefit denials.

RSVP: Retired Senior Volunteer Program includes a network for individuals age 55 and older who use their skills and talents in volunteer activities such as home repairs, tutoring and mentoring, and assisting victims of natural disasters.

Recreation: Programs for older adults including health education, physical activity, and coordinated screening for physical and mental health.

RELIEF: Respite for Elders Living in Everyday Families offers respite services to caregivers of frail elders and those with Alzheimer's disease and related dementia.

Respite: Service that provides a temporary break for a family member from daily caregiving responsibilities.

Safety Education Programs: Programs on home safety, driver's safety fall prevention, and other general safety educational topics provided by a volunteer to the aging network.

Senior Companions: Volunteers provide services to elders at risk of institutionalization due to chronic illness, disability, or isolation. Services may include transportation to medical appointments, shopping assistance, meal preparation, companionship, and advocacy, as well as respite for caregivers.

Elder Abuse Prevention Programs: Prevention strategies for elder abuse neglect, and exploitation, fraud, scams, identity theft, and programs on home safety. **SHINE and Florida SHINE/SMP:** The SHINE Program provides free and unbiased counseling through a dedicated network of volunteers, empowering Florida seniors to make informed decisions. Through the SHINE Program, SHINE volunteers help Medicare beneficiaries, their families, and caregivers through education, counseling, and assistance. Through the SHINE/SMP (Senior Medicare Patrol) Program, volunteers also educate beneficiaries to protect, detect and report potential errors, fraud, and abuse with their Medicare Coverage.

Special Events: Time-limited events.

Speakers' Bureau: Service that provides the right professional speaker for every type of event.

Telephone Reassurance: Scheduled telephone calls to check on homebound elders, which may include a friendly visit from law enforcement or volunteers.

Transportation: Service provided for older adults and individuals with disabilities including lift-equipped vehicles for wheelchair transport and medical transportation for appointments, dialysis, and chemotherapy

Attestation Statement

Agreement/Contract Number: OAA 203.24

I, Tanya R Williams, attest that no changes or revisions have been made to the
(Recipient/Contractor representative)

content of the above referenced agreement/contract or amendment between the Area Agency on Aging for Southwest Florida, Inc. and

Collier County Board of County Commissioners.
(Recipient/Contractor name)

The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no effect on the agreement/contract content.

WilliamsTanya Digitally signed by WilliamsTanya Date: 2023.12.20 09:31:37 -05'00' 12.20.2023

Signature of Recipient/Contractor representative **Date**

Approved as to Form and Legality:

As designee of the County Manager, pursuant to Resolution No. 2018-202.

DDP 12/19/2023

Derek D. Perry
Assistant County Attorney

CAO

AMENDMENT ONE
BETWEEN
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

This Amendment, entered into between Collier County Board Of County Commissioners and Area Agency on Aging for Southwest Florida, Inc. (Contractor), hereby amends contract OAA 203.24.

WHEREAS, the purpose of this Amendment is to extend the contract amount with the Carry Forward funds from 2023.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Standard Contract Page 1, is hereby replaced.
2. Attachment II, Exhibit 2 Funding Summary Pages 60, is hereby replaced.
3. Attachment IX - Budget Summary Page 76, is hereby replaced.

All provisions in the contract and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract.

This Amendment and all its attachments are hereby made part of the contract.

IN WITNESS THEREOF, the Parties have caused this four (4) page Amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of Contract OAA 203.24, as amended. This Amendment is effective on the last date the Amendment has been signed by both Parties.

COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS	**AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.**
SIGNED: WilliamsTanya Digitally signed by WilliamsTanya Date: 2024.08.20 10:13:09 -04'00'	**SIGNED:** Maricela Morado Digitally signed by Maricela Morado Date: 2024.08.21 08:20:08 -04'00'
NAME: TANYA R. WILLIAMS	**NAME:** MARICELA MORADO
TITLE: PUBLIC SERVICES DEPARTMENT HEAD	**TITLE:** PRESIDENT/CEO
DATE:	**DATE:**

Federal Tax ID: 59-6000558
Fiscal Year Ending Date: 09/30
DUNS: 076997790

CJS
CAO

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.
STANDARD CONTRACT

THIS CONTRACT is entered into between Area Agency on Aging for Southwest Florida, Inc. d/b/a AAASWFL and Collier County Board of County Commissioners (Contractor), collectively referred to as the "Parties." The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient.
WITNESSETH THAT:
WHEREAS, the AAASWFL has determined that it is in need of certain services as described herein; and
WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the AAASWFL.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Purpose of Contract:
The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, and exhibits which constitute the contract document.

2. Incorporation of Documents within the Contract:
The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant AAASWFL handbooks, manuals and/or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract:
This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **January 1, 2024** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2024**.

4. Contract Amount:
The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$2,791,231.23**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:
By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), AAASWFL may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by AAASWFL and the availability of funds.

6. Compliance with Federal Law:

6.1 If this contract contains federal funds this section shall apply.

6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to AAASWFL.

6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the

ATTACHMENT II - EXHIBIT 2 - FUNDING SUMMARY

Note: Title 2 CFR § 200.331,as revised ,and Section 215.97(5), F.S., require that the information about federal programs and State Projects be provided to the Recipient and are stated in The Financial And Compliance Audit Attachment II, Exhibit 1 provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

COLLIER COUNTY

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB **Total IIIB**	U.S. Health and Human Services	93.044	**$ 487,058.84**
OAA Title IIIC1 – Congregate Meals **Total IIIC1**	U.S. Health and Human Services	93.045	**$ 1,244,544.79**
OAA Title III C2 – Home Delivered Meals **Total IIIC2**	U.S. Health and Human Services	93.045	**$ 771,458.90**
Older Americans Act Title III E Services (Title III E) Supplement Services (Title III ES) Grandparent Services (Title III EG) **Total IIIE**	U.S. Health and Human Services	93.052	$ 188,895.80 $ 32,272.90 $ 15,000.00 **$ 236,168.70**
Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	**$ 52,000.00**
TOTAL FEDERAL AWARD			**$2,791,231.23**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards/
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE
Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

ATTACHMENT IX -
BUDGET SUMMARY

COLLIER COUNTY

1. Title III B Support Services	$	487,058.84
2. Title III C1 Congregate Meals	$	1,244,544.79
3. Title III C2 Home Delivered Meals	$	771,458.90
4. Title III E Services	$	188,895.80
5. Title III ES Services	$	32,272.90
6. Title III EG Services	$	15,000.00
7. NSIP	$	52,000.00
TOTAL	$	**2,791,231.23**

AMENDMENT TWO
BETWEEN
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

This Amendment, entered into between Collier County Board Of County Commissioners and Area Agency on Aging for Southwest Florida, Inc. (Contractor), hereby amends contract OAA 203.24.

WHEREAS, the purpose of this Amendment is to increase and decrease funds due to a title transfer from DOEA.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Standard Contract Page 1, is hereby replaced.
2. Attachment II, Exhibit 2 Funding Summary Pages 60, is hereby replaced.
3. Attachment IX - Budget Summary Page 76, is hereby replaced.

All provisions in the contract and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract.

This Amendment and all its attachments are hereby made part of the contract.

IN WITNESS THEREOF, the Parties have caused this four (4) page Amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of Contract OAA 203.24, as amended. This Amendment is effective on the last date the Amendment has been signed by both Parties.

COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS	**AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.**
SIGNED: Amy Patterson	**SIGNED:** Maricela Morado Digitally signed by Maricela Morado Date: 2024.12.09 09:31:10 -05'00'
NAME: Amy Patterson	**NAME:** Maricela Morado
TITLE: County Manager	**TITLE:** President/CEO
DATE: 11/25/24	**DATE:**

Federal Tax ID: 59-6000558
Fiscal Year Ending Date: 09/30
DUNS: 076997790

CAO 11/22/24

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.
STANDARD CONTRACT

THIS CONTRACT is entered into between Area Agency on Aging for Southwest Florida, Inc. d/b/a AAASWFL and Collier County Board of County Commissioners (Contractor), collectively referred to as the "Parties." The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient.
WITNESSETH THAT:
WHEREAS, the AAASWFL has determined that it is in need of certain services as described herein; and
WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the AAASWFL.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Purposeof Contract:
The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, and exhibits which constitute the contract document.

2. Incorporation of Documents within the Contract:
The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant AAASWFL handbooks, manuals and/or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract:
This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **January 1, 2024** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2024**.

4. Contract Amount:
The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$ 3,009,265.41**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:
By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), AAASWFL may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by AAASWFL and the availability of funds.

6. Compliancewith Federal Law:

6.1 If this contract contains federal funds this section shall apply.

6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to AAASWFL.

6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the

CAO

ATTACHMENT II - EXHIBIT 2 - FUNDING SUMMARY

Note: Title 2 CFR § 200.331,as revised ,and Section 215.97(5), F.S., require that the information about federal programs and State Projects be provided to the Recipient and are stated in The Financial And Compliance Audit Attachment II, Exhibit 1 provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

COLLIER COUNTY

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB **Total IIIB**	U.S. Health and Human Services	93.044	**$ 632,114.59**
OAA Title IIIC1 – Congregate Meals **Total IIIC1**	U.S. Health and Human Services	93.045	**$ 1,286,751.29**
OAA Title III C2 – Home Delivered Meals **Total IIIC2**	U.S. Health and Human Services	93.045	**$ 820,313.33**
Older Americans Act Title III E Services (Title III E) Supplement Services (Title III ES) Grandparent Services (Title III EG) **Total IIIE**	U.S. Health and Human Services	93.052	$ 188,895.80 $ 32,272.90 $ 15,000.00 **$ 236,168.70**
Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	**$ 33,917.50**
TOTAL FEDERAL AWARD			**$3,009,265.41**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards/
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE
Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

CAO

ATTACHMENT IX -
BUDGET SUMMARY

COLLIER COUNTY

1.	Title III B Support Services	$ 632,114.59
2.	Title III C1 Congregate Meals	$ 1,286,751.29
3.	Title III C2 Home Delivered Meals	$ 820,313.33
4.	Title III E Services	$ 188,895.80
5.	Title III ES Services	$ 32,272.90
6.	Title III EG Services	$ 15,000.00
7.	NSIP	$ 33,917.50
TOTAL		**$ 3,009,265.41**

CAO

AMENDMENT THREE
BETWEEN
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

This Amendment, entered into between Collier County Board Of County Commissioners and Area Agency on Aging for Southwest Florida, Inc. (Contractor), hereby amends contract OAA 203.24.

WHEREAS, the purpose of this Amendment is to decrease funds in NSIP by $5,000.00.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Standard Contract Page 1, is hereby replaced.
2. Attachment II, Exhibit 2 Funding Summary Pages 60, is hereby replaced.
3. Attachment IX - Budget Summary Page 76, is hereby replaced.

All provisions in the contract and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract.

This Amendment and all its attachments are hereby made part of the contract.

IN WITNESS THEREOF, the Parties have caused this four (4) page Amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of Contract OAA 203.24, as amended. This Amendment is effective on the last date the Amendment has been signed by both Parties.

COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS	AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.
SIGNED: Amy Patterson	SIGNED: Maricela Morado
NAME: Amy Patterson	NAME: Maricela Morado
TITLE: County Manager	TITLE: President/CEO
DATE: 12-23-2024	DATE: 12.27.24

Federal Tax ID: 59-6000558
Fiscal Year Ending Date: 09/30
DUNS: 076997790

Approved as to form and legality

Jeffrey A. Klatzkow, County Attorney

CAO

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.
STANDARD CONTRACT

THIS CONTRACT is entered into between Area Agency on Aging for Southwest Florida, Inc. d/b/a AAASWFL and Collier County Board of County Commissioners (Contractor), collectively referred to as the "Parties." The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient.

WITNESSETH THAT:

WHEREAS, the AAASWFL has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the AAASWFL.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Purposeof Contract:

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, and exhibits which constitute the contract document.

2. Incorporation of Documents within the Contract:

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant AAASWFL handbooks, manuals and/or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **January 1, 2024** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2024**.

4. Contract Amount:

The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$ 3,004,265.41**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

By mutual agreement of the Parties, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), AAASWFL may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by AAASWFL and the availability of funds.

6. Compliancewith Federal Law:

6.1 If this contract contains federal funds this section shall apply.

6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to AAASWFL.

6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the

CAO

ATTACHMENT II - EXHIBIT 2 - FUNDING SUMMARY

Note: Title 2 CFR § 200.331,as revised ,and Section 215.97(5), F.S., require that the information about federal programs and State Projects be provided to the Recipient and are stated in The Financial And Compliance Audit Attachment II, Exhibit I provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. **FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:**

COLLIER COUNTY

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB **Total IIIB**	U.S. Health and Human Services	93.044	**$ 632,114.59**
OAA Title IIIC1 – Congregate Meals **Total IIIC1**	U.S. Health and Human Services	93.045	**$ 1,286,751.29**
OAA Title III C2 – Home Delivered Meals **Total IIIC2**	U.S. Health and Human Services	93.045	**$ 820,313.33**
Older Americans Act Title III E Services (Title III E) Supplement Services (Title III ES) Grandparent Services (Title III EG) **Total IIIE**	U.S. Health and Human Services	93.052	$ 188,895.80 $ 32,272.90 $ 15,000.00 **$ 236,168.70**
Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	**$ 28,917.50**
TOTAL FEDERAL AWARD			**$3,004,265.41**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards/
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING.**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE
Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

CAO

ATTACHMENT IX -
BUDGET SUMMARY

COLLIER COUNTY

1.	Title III B Support Services	$ 632,114.59
2.	Title III C1 Congregate Meals	$ 1,286,751.29
3.	Title III C2 Home Delivered Meals	$ 820,313.33
4.	Title III E Services	$ 188,895.80
5.	Title III ES Services	$ 32,272.90
6.	Title III EG Services	$ 15,000.00
7.	NSIP	$ 28,917.50
TOTAL		$ **3,004,265.41**

CAO

Executive Summary

Recommendation to approve and authorize the Chairman to sign two State Housing Initiative Partnership Agreement Amendments between Collier County and (a) Habitat for Humanity Amendment #2 to increase the per unit amount and (b) Collier County Housing Authority Amendment #1 to clarify language and resolve a scrivener error. (SHIP Grant Fund 1053)

OBJECTIVE: To support comprehensive affordable housing opportunities through the New Construction and Rental Rehabilitation strategies for very low, low, and moderate-income persons in Collier County.

CONSIDERATIONS:

The William E. Sadowski Affordable Housing Act provides funding to local communities to promote and advance affordable housing initiatives. Funds are generated through documentary stamp tax on real estate transactions. Under the SHIP Program, Collier County and the City of Naples receive funds from the State of Florida through the Florida Housing Finance Corporation to undertake eligible activities.

Fiscal Year 2022-2025 Local Housing Assistance Plan (LHAP), as amended, was adopted by the Board of County Commissioners on April 26, 2022, Resolution No. 2022-68A, Agenda Item #16D3 amended by technical revision November 10, 2022, which was incorporated and authorized by technical revision on July 23, 2024, Item#16D3.

1. **Habitat for Humanity Amendment #2**

The New Construction agreement between Collier County and Habitat for Humanity (HFH) was approved by the Board of County Commissioners (BCC) on October 10,2023 agenda item #16D3 and the first amendment was approved on April 23, 2024, agenda item #16D2 to increase the award amount. The proposed second amendment will increase the amount of reimbursement per unit to $75,000 to align with the most recently approved LHAP on July 23, 2024 and change the total set aside units at 50 percent AMI to 14 and the Special Needs units to 10.

Amendment #2 to the Sponsor agreement includes:

1. Section 1.4 Project Description/Budget

A. Project Component 1: Construction of new residential housing units (~~$50,000~~ $75,000.00 per unit).

1. Section D Payment Deliverables is hereby revised as follows:
    1. 6. Invoices and cancelled checks totaling a minimum of ~~$50,000~~ $75,000 in construction related expenses for each participating housing unit.
2. Exhibit B
    1. h) Payment documents:

7. Invoices and cancelled checks totaling a minimum of ~~$50,000~~ $75,000 in construction/development related expenses for each housing unit assisted.

(i) Program set asides

A. A minimum of ~~12~~ 14 units for households at or below 50 percent (50%) AMI.

B. A Minimum of ~~eight~~ 10 units for households identified as Special Needs per SHIP Statutes.

1. Exhibit C
    1. 1. Construction/Development expenditures shall not exceed ~~$50,000~~ $75,000 per unit.

1. **Collier County Housing Authority Amendment #1**

The Rental Rehabilitation agreement between Collier County and Collier County Housing Authority (CCHA) was approved by the Board of County Commissioners (BCC) on June 25, 2024, agenda item #16D10. This first amendment will clarify the agreement language and amend scrivener errors.

The Sponsor's Rental Rehabilitation First Amendment includes:

1. 1.6 Agreement Amount: The county agrees to make available Five Hundred ~~Twenty Five~~ Thousand Dollars
2. Exhibit B
    1. The Sponsor covenants that a minimum of ~~seventeen~~ sixteen (16) units will be rented to income-eligible tenants, as defined by HUD.
    2. The Project budget is Five Hundred ~~Twenty-Five~~ Thousand Dollars.
3. 4)
    1. G. Sponsor has not begun to offer at least ~~seventeen~~ sixteen (16) affordable rental housing units to very low and/or low-income families, in accordance with the provisions of Par t1 of Exhibit B on or before, June 30, 2026.
4. Exhibit C
    1. The total SHIP allocation to the sponsor for the Rental Rehabilitation Program shall not exceed Five Hundred ~~Twenty-Five~~ Thousand ~~Twenty~~ Dollars ~~($525,020.00~~ $500,000.00.
    2. Source of funds chart FY2023-2024 ~~$180,000.00~~ $154,980 Total Funds ~~$525,020.00~~ $500,000.00

FISCAL IMPACT: There is no new fiscal impact, the funds for the associated subrecipient agreements are available in SHIP Grant Fund (1053), Project 33807 & 33863.

GROWTH MANAGEMENT IMPACT: Acceptance of these agreements will allow the County to expand affordable housing opportunities for its citizens and further the goals of the Housing Element of the Collier County Growth Management Plan.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved for form and legality and requires a majority vote for Board approval. -JAK

RECOMMENDATIONS: To approve and authorize the Chairman to sign two State Housing Initiative Partnership Agreement Amendments between Collier County and (a) Habitat for Humanity Amendment #2 to increase the per unit amount and (b) Collier County Housing Authority Amendment #1 to clarify language and resolve a scrivener error. (SHIP Grant Fund 1053)

PREPARED BY: Wendy Klopf Grants Coordinator I, Community and Human Services Division

ATTACHMENTS:
1. Amendment #2 HFH SHCON23-001_CAO-HFH
2. SHIP SHCON23-01 Amendment 04.23.24 Executed
3. SHIP-2023-2024-NEW CONSTRUCTION ASSISTANCE Agreement_Executed
4. Amendment 1 SHRR23-001 CCHA_CAO-CCHA
5. SHRR23-01 CCHA-BCC 06.25.24 Executed

Grant - SHIP FY 2023-2024
Agreement#: SHCON-23-001
Activity: SHIP New Construction Assistance
SPONSOR: Habitat for Humanity of Collier County, Inc.
CSFA #: 40.901
Total Award Amount: $3,500,000.00
UEI #: MLUZYT83P4Z9
FEIN: 59-1834379
Period of Performance: July 1, 2020 through June 30, 2026
Fiscal Year End: June 30th
Monitoring End: September 30, 2026

SECOND AMENDMENT TO
AGREEMENT BETWEEN COLLIER COUNTY
AND
HABITAT FOR HUMANITY OF COLLIER COUNTY, INC.
New Construction Assistance Program

THIS AMENDMENT is made and entered into this _____ **day of** _____, **2024**, by and between Collier County, a political subdivision of the State of Florida, (COUNTY) having its principal address as 3339 Tamiami Trail East, Suite 213, Naples FL 34112, and **Habitat for Humanity of Collier County, Inc.** (SPONSOR), a not-for-profit corporation existing under the laws of the State of Florida, having its principal office at **11145 Tamiami Trail East, Naples, FL 34113.**

WITNESSETH

WHEREAS, the Fiscal Year 2022-2025 Local Housing Assistance Plan, as amended, was adopted by the Board of County Commissioners on April 26, 2022, Resolution No. 2022-68A and amended by technical revision November 10, 2022 and amended by technical revision on July 23, 2024 (Item 16.D.3).

WHEREAS, on October 10, 2023, Agenda Item 16.D.3, the County entered into an Agreement with Habitat for Humanity of Collier County, Inc. to administer the State Housing Initiatives Partnership (SHIP) New Construction Assistance program; and

WHEREAS, the parties wish to further amend the Agreement to increase the total funding amount.

WHEREAS, the parties wish to further amend the Agreement to increase the amount per unit.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree to amend the Agreement as set forth below.

Words ~~Struck Through~~ are deleted; Words <u>Underlined</u> are added

* * *

1.4 PROJECT DETAILS

A. Project Description/Budget

Description	State Amount
Project Component 1: Construction of new residential housing units (~~$50,000.00~~ **$75,000.00** per unit)	$3,500,000.00
Total State Funds	**$ 3,500,000.00**

* * *

D. Payment Deliverables

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
Project Component 1: Construction of new residential housing units.	Exhibit D along with: 1. Certificate of occupancy 2. Pictures during construction and of finished housing unit 3. Floor Plan or Unit specifications 4. Final Invoice for the unit 5. Fully executed Promissory Note and Mortgage to Collier County 6. Invoices and canceled checks totaling a minimum of ~~$50,000~~ **<u>$75,000.00</u>** in construction related expenses for each participating housing unit	Monthly, following the month of service.

* * *

IN WITNESS WHEREOF, the SPONSOR and the COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:
CRYSTAL K. KINZEL, CLERK

_____
, Deputy Clerk

Dated:_____
(SEAL)

AS TO COUNTY:
BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS

Date: _____

WITNESSES:

_____
Witness #1 Signature

Norma Zaldberde
Witness #1 Printed Name

Michael M
Witness #2 Signature

Michael Gonzalez
Witness #2 Printed Name

AS TO SPONSOR:
HABITAT FOR HUMANITY OF COLLIER COUNTY, INC

By: _____
REV. LISA B. LEFKOW, CEO

Date: 12/17/2024

Approved as to form and legality:

_____
Assistant County Attorney

Date: 12/16/24

* * *

EXHIBIT B

h) **Payment Documents:**

1. Certificate of occupancy
2. Pictures during construction and of finished housing unit
3. Floor plan or unit specifications
4. Final invoice
5. Pay Request Form (Exhibit D)
6. Fully executed SHIP Promissory Note and Mortgage to Collier County
7. Invoices and cancelled checks totaling a minimum of ~~$50,000.00~~ **$75,000.00** in construction/ development related expenses for each housing unit assisted.

(i) Program Set-Asides:

The SPONSOR must meet the following SHIP mandated, program set-aside requirements:

A. A minimum of 30 percent of the funds must assist very low-income households at or below 50 percent (50%) area median income. Furthermore, the remaining funds must assist very low and/or low-income households at or below 80 percent (80%) area median income. Although the SHIP statute mentions 30 percent (30%) for very low-income and another 30 percent (30%) for low-income persons, there are many combinations that fulfill the set-aside requirement. In all cases, at least 30 percent (30%) must be designated for very low-income households - A minimum of ~~12~~ **14** units for households at or below 50 percent (50%) AMI.

B. A minimum of 20 percent (20%) of funding must be used to serve persons with special needs as defined in § 420.0004 Florida Statutes. Section 420.9075(5) of the SHIP Statutes addresses the special needs set-aside. A minimum of ~~eight~~ **10** units for households identified as Special Needs per SHIP Statutes.

* * *

EXHIBIT C
BUDGET NARRATIVE
NEW CONSTRUCTION ASSISTANCE PROGRAM

The total SHIP allocation to the SPONSOR for the New Construction Assistance Program shall not exceed THREE MILLION FIVE HUNDRED THOUSAND DOLLARS $(3,500,000.00).

Sources for these funds are as follows:

Fiscal Year	New Construction Assistance	Total
2023-2024	$3,500,000.00	$3,500,000.00
Total Funds	**$3,500,000.00**	**$3,500,000.00**

Funds shall be disbursed in the following manner:

1. Construction/Development expenditures shall not exceed ~~$50,000.00~~ **$75,000.00** per unit.
2. Funds will be disbursed upon submission of proper Pay Request (Exhibit "D") and in accordance with Florida Prompt Payment Act.

Grant - SHIP FY 2023-2024
Agreement#: SHCON-23-001
Activity: SHIP New Construction Assistance
SPONSOR: Habitat for Humanity of Collier County, Inc.
CSFA #: 40.901
Total Award Amount: ~~$2,000,000.00~~ $3,500,000.00
UEI #: MLUZYT83P4Z9
FEIN: 59-1834379
Period of Performance: July 1, 2020 through June 30, 2026
Fiscal Year End: June 30th
Monitoring End: September 30, 2026

FIRST AMENDMENT TO
AGREEMENT BETWEEN COLLIER COUNTY
AND
HABITAT FOR HUMANITY OF COLLIER COUNTY, INC.
New Construction Assistance Program

THIS AMENDMENT is made and entered into this 23rd **day of** April, **2024**, by and between Collier County, a political subdivision of the State of Florida, (COUNTY) having its principal address as 3339 Tamiami Trail East, Suite 213, Naples FL 34112, and **Habitat for Humanity of Collier County, Inc.** (SPONSOR), a not-for-profit corporation existing under the laws of the State of Florida, having its principal office at **11145 Tamiami Trail East, Naples, FL 34113.**

WITNESSETH

WHEREAS, the Fiscal Year 2022-2025 Local Housing Assistance Plan, as amended, was adopted by the Board of County Commissioners on April 26, 2022, Resolution No. 2022-68A and

WHEREAS, on October 10, 2023, Agenda Item 16.D.3, the County entered into an Agreement with Habitat for Humanity of Collier County, Inc. to administer the State Housing Initiatives Partnership (SHIP) New Construction Assistance program; and

WHEREAS, the parties wish to further amend the Agreement to increase the total funding amount.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree to amend the Agreement as set forth below.

Words ~~Struck Through~~ are deleted; Words Underlined are added

* * *

1.4 PROJECT DETAILS

A. Project Description/Budget

Description	State Amount
Project Component 1: Construction of new residential housing units ($50,000.00 per unit)	~~$2,000,000.00~~ $3,500,000.00
Total State Funds	~~$ 2,000,000.00~~ $ 3,500,000.00

* * *

1.6 AGREEMENT AMOUNT

The COUNTY agrees to make available ~~TWO MILLION~~ THREE MILLION FIVE HUNDRED THOUSAND DOLLARS and ZERO CENTS (~~$2,000,000.00~~ $3,500,000.00) for use by the SPONSOR, during the term of the Agreement (hereinafter, shall be referred to as the "Funds").

* * *

1.8 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY	ATTENTION: ~~Lisa N. Carr, Grants Coordinator II~~ Wendy Klopf, Grants Coordinator I
	Collier County Government
	Community and Human Services
	3339 Tamiami Trail East, Suite 213
	Naples, FL 34112
	Email to: ~~lisa.carr@colliercountyfl.gov~~ wendy.klopf@colliercountyfl.gov
	Telephone: 239-252-~~2339~~ 2901

SPONSOR	ATTENTION: Rev. Lisa B. Lefkow, CEO
	Habitat for Humanity of Collier County, Inc.
	11145 Tamiami Trail East
	Naples, FL 34113
	Email to: llefkow@habitatcollier.org
	Telephone: 239-775-0036

* * *

[Signature Page to Follow]

* * *

IN WITNESS WHEREOF, the SPONSOR and the COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:
CRYSTAL K. KINZEL, CLERK

by: Jennifer Hansen DC
Attest as to Deputy Clerk signature only

Dated: 4/26/2024
(SEAL)

AS TO COUNTY:
BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, Chairman

Date: 4/23/24

WITNESSES:

_____
Witness #1 Signature

Norma Laliberte
Witness #1 Printed Name

_____
Witness #2 Signature

Dean Kreps
Witness #2 Printed Name

AS TO SPONSOR:
HABITAT FOR HUMANITY OF COLLIER COUNTY, INC

By: _____
REV. LISA B. LEFKOW, CEO

Date: 3/22/2024

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

3/22/2024

Date: 4/25/24

Grant - SHIP FY 2023-2024
Agreement#: SHCON-23-001
Activity: SHIP New Construction Assistance
SPONSOR: Habitat for Humanity of Collier County, Inc.
CSFA #: 40.901
Total Award Amount: $2,000,000.00
UEI #: MLUZYT83P4Z9
FEIN: 59-1834379
Period of Performance: July 1, 2023 through June 30, 2026
Fiscal Year End: June 30th
Monitoring End: September 30, 2026

AGREEMENT BETWEEN COLLIER COUNTY
AND
HABITAT FOR HUMANITY OF COLLIER COUNTY, INC.
New Construction Assistance Program

THIS AGREEMENT is made and entered into this 10th **day of** October, **2023**, by and between Collier County, a political subdivision of the State of Florida, (COUNTY) having its principal address as 3339 Tamiami Trail East, Suite 213, Naples FL 34112, and **Habitat for Humanity of Collier County, Inc.** (SPONSOR), a not-for-profit corporation existing under the laws of the State of Florida, having its principal office at **11145 Tamiami Trail East, Naples, FL 34113.**

WHEREAS, the William E. Sadowski Affordable Housing Act adopted by the State of Florida in 1992 provided a dedicated revenue source for affordable housing in Florida and created the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the State Housing Initiatives Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code; and

WHEREAS, the COUNTY is a participant in the State Housing Initiatives Partnership Program (SHIP); and

WHEREAS, pursuant to the State Housing Initiatives Partnership Program, the COUNTY is undertaking certain activities to primarily benefit persons or households earning not greater than 120 percent of median annual income adjusted for family size; and

WHEREAS, the Fiscal Year 2022-2025 Local Housing Assistance Plan (LHAP), as amended, was adopted by the Board of County Commissioners on April 26, 2022, Resolution No. 2022-68A; and

WHEREAS, the COUNTY and the SPONSOR desire to provide new construction, in accordance with this Agreement and the aforementioned Local Housing Assistance Plan; and

WHEREAS, the COUNTY desires to engage the SPONSOR to implement such undertakings, as specified in Exhibit B, and determines that they are valid and worthwhile County purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

PART I
SCOPE OF WORK

The SPONSOR shall, in a satisfactory and proper manner and consistent with any standards required as a condition of providing SHIP funds, as determined by Collier County Community and Human Services (CHS), perform the tasks necessary to conduct the program as follows:

Project Name: New Constructions Assistance

Description of project and outcome: SHIP New Construction Assistance funds are to be used for the land acquisition, land improvements, infrastructure and development costs, and all other associated fees and permit costs, for residential housing, for resale to eligible home buyers in incorporated or unincorporated Collier County. The units may be constructed on infill lots or as a part of a larger development, and may be any residential housing type (e.g., single family, multi-family, etc.).

Project Component One: Construction of new residential housing units.

Project Tasks:

1. Submit payment requests, as provided in Exhibit "D"
2. Submit quarterly progress reports, as provided in Exhibit "E"
3. Provide Grant and Special Conditions in Section 1.3
4. Provide Performance Deliverables in Section 1.4 C.

A. SHIP Documentation Requirements Compliance Criteria:
Activities carried out with funds under this Agreement will be performed in compliance with State Housing Incentives Partnership (SHIP) Program, Florida Statutes section 420.9071, and Chapter 67-37 of the Florida Administrative Code, Collier County's Land Development Code, and any amendments thereto (also referred to as the SHIP Program).

1.1 DEFINITIONS AND PURPOSE

A. DEFINITIONS
Terms shall be as defined in the State Housing Incentives Partnership (SHIP) Program, Section 420.9071, Florida Statutes and Chapter 67-37 of the Florida Administrative Code, and any amendments thereto (also referred to as the SHIP Program).

B. PURPOSE
The purpose of this Agreement is to state the covenants and conditions under which the SPONSOR will implement the Scope of Service summarized in Exhibit B of this Agreement.

1.2 SCOPE OF WORK

The SPONSOR shall, in a satisfactory and proper manner as determined by the COUNTY, perform the necessary tasks to administer and implement the described services herein incorporated by reference as Exhibits B and C (New Construction Assistance Project Requirements and Budget Narrative), in accordance with the terms and conditions of Requests for Applications, New Construction Assistance, State Housing Initiatives Partnership Funding Cycle Fiscal Years 2023-2024 and SPONSOR's Application dated February 16, 2023.

1.3 GRANT AND SPECIAL CONDITIONS

A. Within sixty (60) calendar days of the execution of this Agreement, the SPONSOR must deliver to CHS for approval a detailed project schedule for the completion of the project.

B. The following resolutions and policies must be submitted within sixty (60) days of execution of this Agreement:

- ☒ Affirmative Fair Housing Policy
- ☒ Affirmative Action/Equal Opportunity Policy
- ☒ Conflict of Interest Policy
- ☒ Procurement Policy
- ☐ Uniform Relocation Act Policy
- ☒ Sexual Harassment Policy
- ☐ Section 3 Policy
- ☒ Section 504/ADA Policy
- ☒ Fraud Policy
- ☐ Language Assistance and Planning Policy (LAP)
- ☐ Violence Against Women Act (VAWA) Policy
- ☐ LGBTQ Policy

C. Annual SPONSOR Training -

All SPONSOR staff assigned to the administration and implementation of the Project established by this Agreement shall attend the CHS-sponsored Annual Sponsor Fair Housing training. In addition, at least one staff member shall attend all other CHS-offered training relevant to the Project, as determined by the Grant Coordinator, not to exceed two (2) sessions.

1.4 PROJECT DETAILS

A. Project Description/Budget

Description	State Amount
Project Component 1: Construction of new residential housing units ($50,000.00 per unit)	$2,000,000.00
Total State Funds	**$ 2,000,000.00**

The SPONSOR will accomplish the following checked project tasks:

- ☐ Pay all closing costs related to property conveyance
- ☒ Maintain, and provide to the COUNTY as requested, beneficiary income certification documentation, retained at SPONSOR location
- ☒ Maintain Eligibility Documentation, retained at SPONSOR location
- ☒ Provide Quarterly Reports on project progress
- ☒ Attendance by a representative from executive management at quarterly partnership meetings is required, as requested by CHS
- ☐ Provide monthly construction progress reports until completion of construction
- ☒ Identify Lead Project Manager
- ☐ Provide Site Design and Specifications
- ☐ Comply with Davis-Bacon Labor Standards
- ☐ Comply with Section 3 and maintain documentation
- ☐ Provide certified payroll weekly throughout construction and rehabilitation
- ☐ Comply with Uniform Relocation Act (URA), if necessary
- ☐ Ensure applicable numbers of units are Section 504/ADA accessible

B. Program Components/Eligible Activities
All services/activities funded must meet the program components, as detailed in Exhibit B.

C. Performance Deliverables

Program Deliverable	Supporting Documentation	Submission Schedule
Special Grant Policies (Section 1.3 B)	Policies as stated in this Agreement	Within 60 days of Agreement execution
Insurance (Flood, Property, O&D)	Proof of coverage in accordance with Exhibit A	Within 10 days of Agreement execution and annually within 30 days after renewal
Detailed Project Schedule	Project Schedule	Within 60 days of Agreement execution
Project Plans and Specifications	NA	N/A
Subcontractor Log	N/A	N/A
Progress Report	Progress report, detailing accomplishments (Exhibit E)	Quarterly, on the 10th of the month, following the end of calendar quarter and continue to final report due with last invoice.
Annual Audit Monitoring Report	Exhibit F	Annually, within 60 days after FY end
SPONSOR Audit	Audit report, Management Letter, and Supporting Documentation	Within 9 months for Single Audit (otherwise 180 days) after FY end.

D. Payment Deliverables

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
Project Component 1: Construction of new residential housing units.	Exhibit D along with: 1. Certificate of occupancy 2. Pictures during construction and of finished housing unit 3. Floor Plan or Unit specifications 4. Final Invoice for the unit 5. Fully executed Promissory Note and Mortgage to Collier County 6. Invoices and canceled checks totaling a minimum of $50,000 in construction related expenses for each participating housing unit	Monthly, following the month of service.

1.5 PERIOD OF PERFORMANCE

SPONSOR services shall begin on **July 1, 2023,** and end on **June 30, 2026. This project allows for pre-award development/construction costs if incurred prior to the commencement of Period of Performance.** This Agreement must remain in effect throughout the development process of the Project and is terminated upon completion of construction and sale to a CHS referred applicant. SPONSOR is responsible for ongoing reporting, subject to onsite monitoring, and tenant income qualification activities. In any event, all services required hereunder shall be completed by SPONSOR prior to **June 30, 2026**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

The County Manager or designee may extend the term of this Agreement for a period of up to 180 days after the end of the Agreement. Extensions must be authorized, in writing, by formal letter to the SPONSOR.

1.6 AGREEMENT AMOUNT

The COUNTY agrees to make available **TWO MILLION DOLLARS and ZERO CENTS ($2,000,000.00)** for use by the SPONSOR, during the term of the Agreement (hereinafter, shall be referred to as the "Funds").

Modifications to the "Budget and Scope" may only be made if approved, by COUNTY, in advance.

All services/activities specified in Part 1 Scope of Work shall be performed by SPONSOR or its subcontractors that meet State requirements. Contract administration shall be managed by the SPONSOR and monitored by CHS, which shall have access to all records and documents related to the project.

The COUNTY shall reimburse the SPONSOR for the performance of this Agreement upon completion of the project deliverables as accepted and approved by CHS. SPONSOR may not request disbursement of SHIP funds until funds are needed for eligible costs, and all disbursement requests must be limited to the amount needed at the time of the request. Payments shall be made to SPONSOR only after payment deliverables have been issued for the related housing unit. Payment will not occur if SPONSOR fails to perform the construction required by this Agreement.

Final invoices are due no later than 90 days after the end of the Agreement. Work performed during the term of the program but not invoiced within 90 days after the end of the Agreement may not be processed without written authorization from the Grant Coordinator.

No payment will be made until approved by CHS for grant compliance and adherence to any and all applicable Local, State, or Federal requirements, including timely submission of Performance Deliverables contained in Section 1.4.C. Late submission of deliverables may cause payment suspension of any open pay requests until the required deliverables are received by CHS. Except where disputed for noncompliance, payment will be made upon receipt of a properly completed invoice, and in compliance with Section 218.70, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act."

All services in Scope of Work, as well as in Exhibit B, shall be performed by SPONSOR. Agreement administration shall be conducted by the SPONSOR and monitored by CHS, which shall have access to all records and documents related to the project.

The COUNTY will secure the awarded amount per property with a note and mortgage. The Note will bear interest at 0 percent interest per year and be released upon sale to a CHS referred applicant.

If the SPONSOR fails to comply with the terms and conditions of this Agreement, SHIP funds shall be due and payable back to the COUNTY.

1.7 RIGHT OF FIRST REFUSAL

If SPONSOR offers the Property for sale before twenty (20) years after the SPONSOR's receipt of the Certificate of Occupancy, or at any other time when there are existing mortgages on the Property funded by the SHIP program, the SPONSOR must give a right of first refusal (ROFR) for a 90-day period, to experienced non-profit organizations, reasonably approved by the COUNTY for purchase of the Property, at the then current market value, for continued occupancy by eligible persons. The 90-day right of first refusal period begins when a legal advertisement

appears in a local newspaper of general circulation, or other method authorized by statute or regulation, offering the Property for sale to non-profit organizations. COUNTY approval of any non-profit organization submitting an offer of the full requested sale price, or any other offer considered in the sole determination of the COUNTY to be reasonable, will be based on the criteria listed in the affordable multi-family rental housing development strategy sponsor selection criteria, in the COUNTY's FY 2019–2022 SHIP Local Housing Assistance Plan. Either (a) the 90-day right of first refusal period expires and the SPONSOR is not a party to an active contract for purchase and sale of the Property with an eligible non-profit organization, reasonably approved by the COUNTY; or (b) a contract for purchase and sale of the property is entered into by the SPONSOR and an eligible non-profit organization, reasonably approved by the COUNTY, within such 90-day ROFR period but terminated by either party pursuant to the terms thereof subsequent to the 90-day period.

The COUNTY shall wire funds to the title company at closing and secure a 0 percent forgivable mortgage for the acquisition of the Property. The SPONSOR shall provide CHS closing disclosures seven (7) days prior to closing and submit Title Insurance to CHS the same day as closing. No wire transfer will be made until approved by CHS and the Collier County Clerk of Courts for grant compliance and adherence to all applicable local, state, or federal requirements. Wire transfer will be made upon receipt of closing disclosures and in compliance with section 218.70, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act."

The amount of wire transfer shall not be more than $300,000.00. The COUNTY reserves the right to deny payment of incomplete or altered closing disclosures, inadequately documented expenses, or expenses for items and services the COUNTY deems not to be usual, customary, and reasonable expenses related to the Project.

1.8 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY	ATTENTION: Lisa N. Carr, Grants Coordinator II
	Collier County Government
	Community and Human Services
	3339 Tamiami Trail East, Suite 213
	Naples, FL 34112
	Email to: lisa.carr@colliercountyfl.gov
	Telephone: 239-252-2339
SPONSOR	ATTENTION: Rev. Lisa B. Lefkow, CEO
	Habitat for Humanity of Collier County, Inc.
	11145 Tamiami Trail East
	Naples, FL 34113
	Email to: llefkow@habitatcollier.org
	Telephone: 239-775-0036

PART II
GRANT CONTROL REQUIREMENTS

2.1 AUDITS

Pursuant to Florida Statute 215.97(6) (Florida Single Audit Act), in the event that the SPONSOR expends a total amount of State awards equal to or in excess of $750,000 in any fiscal year, it must conduct a State single or project-specific audit for such fiscal year, in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.650, Rules of the Auditor General.

The SPONSOR shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package, as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.650, Rules of the Auditor General. The financial reporting package must be delivered to the COUNTY within 45 days after receipt by the SPONSOR, but not later than 180 days after the SPONSOR's fiscal year end. SPONSOR shall submit the financial reporting package and Exhibit F to the Grant Coordinator.

If the SPONSOR expends less than $750,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the SPONSOR expends less than $750,000 in State awards in its fiscal year and elects to have an audit in accordance with provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds.

2.2 RECORDS AND DOCUMENTATION

The SPONSOR shall maintain sufficient records in accordance with FHFC program regulations, as provided in Exhibit B, to verify compliance with the requirements of this Agreement, the SHIP Program, and all other applicable laws and regulations. This documentation shall include, but is not limited to, the following:

A. All records required by SHIP regulations.

B. SPONSOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service.

C. SPONSOR shall make available to the COUNTY or CHS, at any time upon request, all reports, plans, surveys, information, documents, maps, books, records, and other data procedures developed, prepared, assembled, or completed by the SPONSOR for this Agreement. Materials identified in the previous sentence shall be in accordance with generally accepted accounting principles (GAAP), procedures, and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement, including matching funds and Program Income. These records shall be maintained to the extent of such detail as will properly reflect all net costs, direct and

indirect labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

D. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to CHS, if requested. In any event, SPONSOR shall maintain all documents and records in an orderly fashion in a readily accessible, permanent, and secured location for three (3) years after the date of submission of the annual performance and evaluation report, as prescribed in Florida Statute Chapter 257.36 However, if any litigation, claim, or audit is started before the expiration date of the three (3) year period, the records will be maintained until all litigation, claim, or audit findings involving these records are resolved. If the SPONSOR ceases to exist after the closeout of this Agreement, it will notify the COUNTY in writing, of the address where the records are to be kept, as outlined in Florida Statute Chapter 257.36 The SPONSOR shall meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in SPONSOR's possession upon termination of the Agreement and destroy any duplicate exempt or confidential public records that are released from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format compatible with the COUNTY's information technology systems.

IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-252-2679, Michael.Brownlee@colliercountyfl.gov**, 3299 Tamiami Trail East, Naples FL 34112.**

E. SPONSOR is responsible for the creation and maintenance of income eligible files on clients served and documentation that all households are eligible under Florida Housing Finance Corporation (FHFC) Income Guidelines. Income certification documentation will be validated at interim and closeout monitoring. The SPONSOR agrees that CHS shall be the final arbiter on the SPONSOR's compliance.

F. SPONSOR shall document how compliance with the Program components, the applicable regulations included in Exhibit B, and the eligibility requirement(s) under which funding has been received, was accomplished. This includes special requirements such as necessary and appropriate determinations, as defined in Exhibit B, including income certification, and written agreements with beneficiaries, where applicable.

G. SPONSOR shall provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. SPONSOR shall ensure that exempt or confidential public records that are released from

public records disclosure requirements, are not disclosed except as authorized by Florida Statute Chapter 257.36

2.3 MONITORING

During the term of this Agreement, SPONSOR shall submit to the COUNTY an Annual Audit Monitoring report (Exhibit F) no later than 60 days after SPONSOR's fiscal year end. In addition, SPONSOR shall submit to the COUNTY a Single Audit report, Management Letter, and supporting documentation nine (9) months (or one hundred eighty (180) days for Sponsors exempt from Single Audit) after the SPONSOR's fiscal year end. The COUNTY will conduct an annual financial and programmatic review.

SPONSOR agrees that CHS may carry out no less than one (1) annual on-site monitoring visit and evaluation activities, as determined necessary. At the COUNTY's discretion, a desktop review of the activities may be conducted in lieu of an on-site visit. The continuation of this Agreement is dependent upon satisfactory evaluations. The SPONSOR shall, upon request by CHS, submit information and status reports required by CHS or FHFC, to enable CHS to evaluate said progress and allow for completion of required reports. The SPONSOR shall allow CHS or FHFC to monitor the SPONSOR on site. Such site visits may be scheduled or unscheduled, as determined by CHS or FHFC.

The COUNTY will monitor the SPONSOR's performance to mitigate fraud, waste, abuse, or non-performance based on goals and performance standards, as stated with all other applicable laws, regulations, and policies governing the funds provided under this Agreement, further defined by 2 CFR 200.332 Substandard performance, as determined by the COUNTY, will constitute noncompliance with this Agreement. If SPONSOR does not take corrective action within a reasonable time period after being notified by the COUNTY, Agreement suspension or termination procedures will be initiated. SPONSOR agrees to provide FHFC, the Florida Office of Inspector General, the COUNTY, or the COUNTY's internal auditor(s) access to all records related to performance of activities in this Agreement.

2.4 PREVENTION OF FRAUD, WASTE, AND ABUSE

SPONSOR shall establish, maintain, and utilize internal systems and procedures sufficient to prevent, detect, and correct incidents of fraud, waste, and abuse in the performance of this Agreement, and to provide proper and effective management of all Program and Fiscal activities of the Agreement. SPONSOR's internal control systems and all transactions and other significant events shall be clearly documented and readily available for monitoring by COUNTY.

SPONSOR shall provide COUNTY with complete access to all its records, employees, and agents for the purpose of monitoring or investigating the performance of the Agreement. SPONSOR shall fully cooperate with COUNTY's efforts to detect, investigate, and prevent fraud, waste, and abuse.

SPONSOR may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or any law or regulation to the COUNTY or any appropriate law enforcement authority, if the report is made in good faith.

2.5 CORRECTIVE ACTION

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failure to implement or to make acceptable progress on such corrective action plans.

In order to effectively enforce COUNTY Resolution No. 2013-228, CHS has adopted an escalation policy to ensure continued compliance by Sponsors, Developers, or any entity receiving grant funds from CHS. The escalation policy for noncompliance is as follows:

A. Initial noncompliance may result in Findings or Concerns being issued to the SPONSOR, which will require a corrective action plan to be submitted to CHS within 15 days following issuance of the report.

- Any pay requests that have been submitted to CHS for payment will be held until the corrective action plan has been submitted.

- CHS will be available to provide Technical Assistance (TA) to the SPONSOR, as needed, in order to correct the noncompliance issue.

B. If the SPONSOR fails to submit the corrective action plan in a timely manner, CHS may require a portion of the awarded grant amount be returned to the COUNTY.

- CHS may require upwards of 5 percent of the award amount be returned to the COUNTY, at the discretion of the Board.

- The SPONSOR may be denied future consideration as set forth in Resolution No. 2013-228

C. If SPONSOR remains noncompliant or repeats an issue that was previously corrected and has been informed by CHS of its substantial noncompliance by certified mail, CHS may require a portion of the awarded grant amount, or the amount of the investment for acquisition of the properties conveyed, be returned to the COUNTY.

- CHS may require upwards of 10 percent of the award amount be returned to the COUNTY, at the discretion of the Board.

- The SPONSOR will be in violation of Resolution No. 2013-228

D. If after repeated notification the SPONSOR continues to be substantially noncompliant, CHS may recommend the Agreement or award be terminated.

- CHS will make a recommendation to the Board to immediately terminate the Agreement. The SPONSOR will be required to repay all funds disbursed by the COUNTY for the project that was terminated. This includes the amount invested by the COUNTY for the initial acquisition of the properties or other activities.

- The SPONSOR will be in violation of Resolution No. 2013-228

If the SPONSOR has multiple agreements with CHS and is found to be noncompliant, the above sanctions may be imposed across all awards at the Board's discretion.

2.6 REPORTS

Reimbursement may be contingent upon the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring findings identified pursuant to this Agreement, as deemed necessary by the County Manager or designee.

During the term of this Agreement, SPONSOR shall submit quarterly progress reports to the COUNTY on the 10th day of January, April, July, and October, respectively, for the prior quarter period end. As part of the report submitted in October or when final services are delivered, whichever is earlier, the SPONSOR also agrees to include a comprehensive final report covering the agreed-upon Program objectives, activities, and expenditures, including but not limited to, performance data on client feedback with respect to the goals and objectives set forth in Exhibit E, which contains a sample reporting form, to be used in fulfillment of this requirement. Other reporting requirements may be required by the County Manager or designee in the event of Program changes, the need for additional information or documentation arises , and/or legislative amendments are enacted. Reports and/or requested documentation not received by the due date shall be considered delinquent and may be cause for default and termination of this Agreement.

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PART III
TERMS AND CONDITIONS

3.1 SUBCONTRACTS

No part of this Agreement may be assigned or subcontracted without the written consent of the COUNTY, which consent, if given at all, shall be at the COUNTY's sole discretion and judgment.

3.2 GENERAL COMPLIANCE

The SPONSOR agrees to comply with the requirements as outlined in Sections 420.907-420.9079 of the Florida Statutes and Chapter 67-37 of the Florida Administrative Code. The SPONSOR also agrees to comply with all other applicable state and local laws, regulations, and policies governing the funds provided under this Agreement. The SPONSOR agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available for New Construction.

3.3 INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SPONSOR shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement benefits, life and/or medical insurance, and Workers' Compensation Insurance as the SPONSOR is an independent contractor.

3.4 AMENDMENTS

The COUNTY or SPONSOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Board. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SPONSOR from its obligations under this Agreement.

The COUNTY may, at its discretion, amend this Agreement to conform with Federal, State, or Local guidelines, policies, available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and SPONSOR.

3.5 AVAILABILITY OF FUNDS

The parties acknowledge that the Funds originate from FHFC provided SHIP grant funds and must be implemented in full compliance with all SHIP rules and regulations and any agreement between COUNTY and FHFC governing FHFC funds pertaining to this Agreement. In the event of curtailment or non-production of said state funds, the financial sources necessary to continue

to pay the SPONSOR all or any portion of the funds will not be available. In that event, the COUNTY may terminate this Agreement, which termination shall be effective as of the date it is determined by the County Manager or designee, in his or her sole discretion and judgment, that the funds are no longer available. In the event of such termination, the SPONSOR agrees that it will not look to, nor seek to hold the COUNTY, nor any individual member of the County Commissioners and/or County Administration, personally liable for the performance of this Agreement, and the COUNTY shall be released from any further liability to the SPONSOR under the terms of this Agreement.

3.6 DEFAULTS, REMEDIES, AND TERMINATION

This Agreement may be terminated for convenience by either the COUNTY or the SPONSOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial terminations, the portion to be terminated. However, in the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. This Agreement may also be terminated by the COUNTY if the award no longer effectuates the program goals or grantor agency priorities.

The following actions or inactions by the SPONSOR shall constitute a Default under this Agreement:

SPONSOR's failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and FHFC guidelines, policies, or directives as may become applicable at any time

A. SPONSOR's failure, for any reason, to fulfill its obligations under this Agreement in a timely and proper manner

B. SPONSOR's ineffective or improper use of funds provided under this Agreement

C. SPONSOR's submission of reports to the COUNTY that are incorrect or incomplete in any material respect

D. SPONSOR's submission of any false certification

E. SPONSOR's failure to materially comply with any terms of this Agreement

F. SPONSOR's failure to materially comply with the terms of any other agreement between the COUNTY and SPONSOR relating to the Project

In the event of any default by the SPONSOR under this Agreement, the COUNTY may seek any combination of one or more of the following remedies:

A. Require specific performance of the Agreement, in whole or in part

B. Require the use of, or change in, professional property management

C. Require SPONSOR to immediately repay to the COUNTY all SHIP funds the SPONSOR has received under this Agreement

D. Apply sanctions, if determined by the COUNTY to be applicable

E. Stop all payments, until identified deficiencies are corrected

F. Terminate this Agreement by giving written notice to the SPONSOR and specifying the effective date of such termination. If the Agreement is terminated by the COUNTY as provided herein, the SPONSOR shall have no claim of payment or benefit for any incomplete project activities undertaken under this Agreement.

3.7 INDEMNIFICATION

To the maximum extent permitted by Florida law, the SPONSOR shall indemnify and hold harmless Collier County, its officers, agents, and employees from any and all claims, liabilities, damages, losses, costs, and causes of action which may arise out of an act or omission, including but not limited to, reasonable attorneys' and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the SPONSOR or any of its agents, officers, servants, employees, contractors, patrons, guests, clients, licensees, invitees, or any persons acting under the direction, control, or supervision of the SPONSOR in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. The SPONSOR shall pay all claims and losses of any nature whatsoever in connection therewith, defend all suits in the name of the COUNTY, and pay all costs (including attorney's fees) and judgments which may issue thereon. This Indemnification shall survive the termination and/or expiration of this Agreement. This section does not pertain to any incident arising from the sole negligence of Collier County. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. This section shall survive the expiration or termination of this Agreement.

3.8 COUNTY RECOGNITION/SPONSORSHIPS

The SPONSOR agrees that all notices, informational pamphlets, press releases, advertisements, descriptions of Program sponsorships, research reports, and similar public notices, whether printed or digital, SPONSOR has prepared and released for, on behalf of, and/or about the Program shall include the statement:

"FINANCED BY FLORIDA HOUSING FINANCING COPORATION (FHFC) AND COLLIER COUNTY COMMUNITY AND HUMAN SERVICES DIVISION"

and shall appear in the same size letters or type as the SPONSOR's name. This design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. Construction signs shall comply with applicable COUNTY codes.

3.9 INSURANCE

SPONSOR shall not commence any work and/or services pursuant to this Agreement until all required insurance, as outlined in Exhibit A, has been obtained. Said insurance shall be carried continuously during SPONSOR's performance under the Agreement. The SPONSOR shall furnish a Certificate of Insurance naming Collier County as an additional insured with general liability limits of at least $1,000,000 per occurrence in accordance with Exhibit A.

3.10 PURCHASING

All purchasing for consumables, capital equipment, and services shall be made by purchase order or written contract and in conformity and in full compliance with the procedures prescribed by applicable Florida Statutes (FL 287.017) and the Collier County Purchasing Policy, whichever is more stringent. Collier County Ordinance #2017-08 allows for contracting with not-for-profits through the approved exemption.

Purchasing Threshold Policy

Dollar Range ($)	Competition Required
$0 - $50,000	3 Written Quotes
$50,001+	Formal Solicitation (RFP, IFB etc.)

All improvements specified in Part I Scope of Work, shall be performed by SPONSOR employees, or be put out to competitive bidding, under a procedure acceptable to the COUNTY and State requirements. The SPONSOR shall enter into contracts with the lowest, responsible, and qualified bidder. Contract administration shall be handled by the SPONSOR and monitored by CHS, which shall have access to all records and documents related to the Project.

As provided in Section 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the SPONSOR certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

3.11 DEBARMENT

The SPONSOR certifies that none of its officers or agents has been debarred from bidding, proposing, or contracting for federal, state, or local government programs. The SPONSOR assures that all its subcontractors who will participate in activities, subject to this Agreement, are eligible and have not been debarred.

3.12 GRANT CLOSEOUT PROCEDURES

The SPONSOR's obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the COUNTY), closeout monitoring, and determining the custodianship of records. In addition to the records retention outlined in Section 2.2, the SPONSOR shall comply with Section 119.021 Florida Statutes regarding records maintenance, preservation, and retention. A conflict between state and federal records retention law requirements will result in the more stringent law being applied, such that the record must be held for the longer duration. Any balance of unobligated funds which have been advanced or paid must be returned to the COUNTY. Any funds paid in excess of the amount to which the SPONSOR is entitled under the terms and conditions of this Agreement must be refunded to the COUNTY. The SPONSOR shall also produce records and information that comply with Section 215.97, Florida Single Audit Act.

3.13 OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The SPONSOR agrees that no person shall be excluded from the benefits of, or be subjected to discrimination based on race, creed, color, religion, national origin, sex, handicap, familial status, marital status, or age under any activity carried out by the SPONSOR in performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement. The SPONSOR will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The SPONSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

To the greatest extent feasible, lower-income residents of the project area shall be given opportunities for training and employment. In addition, eligible business concerns located or owned in substantial part by persons residing in the project area shall be awarded contracts in connection with the project. The SPONSOR is encouraged to comply with Section 3 of the Housing and Community Development Act of 1968.

3.14 OPPORTUNITIES FOR SMALL AND MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

The SPONSOR will use its best efforts to afford small businesses and minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The

SPONSOR may rely on written representations by businesses regarding their status as minority and women business enterprises, in lieu of an independent investigation.

3.15 PROGRAM BENEFICIARIES

As defined by Florida Statute Section 420.9071-420.9079 and the Collier County Local Housing Assistance Plan (LHAP), 100 percent of the beneficiaries receiving SHIP funding through this Agreement must meet the requirement to be at or below 120 percent of the Area Median Income (AMI), as published by HUD. Additionally, the SHIP program requires the SPONSOR to meet specific income set-asides, which are described in Exhibit B. Income eligibility of tenants will be validated with supporting documentation during interim monitoring and at closeout.

3.16 AFFIRMATIVE ACTION PLAN

The SPONSOR agrees that it is committed to carry out an Affirmative Action Program, pursuant to the COUNTY's specifications in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The SPONSOR shall submit a plan for its Affirmative Action Program for approval prior to the award of funds. If the Affirmative Action Program is updated during the period of performance of this Agreement, the updated plan must be submitted to the COUNTY within 60 days of any update/modification.

3.17 PROHIBITED ACTIVITY

The SPONSOR, or personnel employed in the administration of the program, are prohibited from using funds provided herein, for political activities, sectarian or religious activities, lobbying, political patronage, and/or nepotism activities.

3.18 CONFLICT OF INTEREST

The SPONSOR covenants that no person under its employ, who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the Project areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement; and that no person having any conflict of interest shall be employed by or subcontracted by the SPONSOR. The SPONSOR covenants that it will comply with all provisions of "Conflict of Interest," per FL Statute 287.057 and any additional State and County statutes, regulations, ordinances, or resolutions governing conflicts of interest.

The SPONSOR will notify the COUNTY, in writing, and seek COUNTY approval prior to entering into any contract with an entity owned in whole or in part by a covered person or an entity owned or controlled, in whole or in part, by the SPONSOR. The COUNTY may review the proposed contract to ensure that the contractor is qualified, and the costs are reasonable. Approval of an identity of interest contract will be at the COUNTY's sole discretion. This provision is not intended to limit SPONSOR's ability to self-manage the Project using its own employees.

Any possible conflict of interest on the part of the SPONSOR, its employees, or its contractors shall be disclosed, in writing, to CHS provided, however that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low- and moderate-income residents of the project target areas.

3.19 CONDITIONS FOR RELIGIOUS ORGANIZATIONS

State funds may be used by religious organizations or on property owned by religious organizations only in accordance with requirements set forth in Florida Statue, Chapter 196.011. The SPONSOR shall comply with First Amendment Church/State principles as follows:

A. It will not discriminate against any employee or applicant for employment based on religion and will not limit or give preference in employment to persons based on religion.

B. It will not discriminate against any person applying for public services based on religion and will not limit such services or give preference to persons based on religion.

C. It will retain its independence from Federal, State, and Local governments and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided it does not use direct State funds to support any inherently religious activities, such as worship, religious instruction, or proselytizing.

D. The funds shall not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, SHIP funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to SHIP funds in this part. Sanctuaries, chapels, or other rooms that a SHIP funded religious congregation uses as its principal place of worship, however, are ineligible for SHIP funded improvements.

3.20 INCIDENT REPORTING

If services to clients are provided under this Agreement, the SPONSOR and any subcontractors shall report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled person to the COUNTY.

3.21 ENFORCEMENT OF AGREEMENT

The benefits of this Agreement shall inure to and may be enforced by the COUNTY for the duration of the Agreement, whether or not the COUNTY shall continue to be the holder of the Mortgage, whether or not the Project loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the project are outstanding. The SPONSOR

warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith. However, this shall not preclude the COUNTY from subordinating its loan to construction financing.

3.22 SEVERABILITY

Should any provision of the Agreement be determined to be unenforceable or invalid, such a determination shall not affect the validity or enforceability of any other section or part thereof.

3.23 COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyright or patent materials, the SPONSOR may copyright or patent such, but Collier County and the State of Florida reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use such materials and to authorize others to do so.

Signature Page to Follow

IN WITNESS WHEREOF, the SPONSOR and the COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Dated: _____

(SEAL)

Attest as to Chairman's signature only

WITNESSES:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

8/25/2023

Date: OCT 19, 2023

AS TO COUNTY:
BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

By: _____
RICK LOCASTRO, CHAIRMAN

Date: OCT 10, 2023

AS TO SPONSOR:
HABITAT FOR HUMANITY OF COLLIER COUNTY, INC.

By: _____
REV. LISA B. LEFKOW, CEO

Date: 08/22/2023

[Please provide evidence of signing authority]

EXHIBIT A

INSURANCE REQUIREMENTS

The SPONSOR shall furnish to Collier County, c/o Community and Human Services Division, 3339 E. Tamiami Trail, Suite 211, Naples, Florida 34112, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Workers' Compensation as required by Chapter 440, Florida Statutes.

2. Commercial General Liability, including products and completed operations insurance, in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, in an amount not less than $1,000,000 combined single limit for combined Bodily Injury and Property Damage.

DESIGN STAGE (IF APPLICABLE)
In addition to the insurance required in 1 – 3 above, a Certificate of Insurance must be provided as follows:

4. Professional Liability Insurance, in the name of the SPONSOR or the licensed design professional employed by the SPONSOR, in an amount not less than $1,000,000 per occurrence/$1,000,000 aggregate providing for all sums which the SPONSOR and/or the design professional shall become legally obligated to pay as damages for claims arising out of the services performed by the SPONSOR or any person employed by the SPONSOR in connection with this Agreement. This insurance shall be maintained for a period of two (2) years after the Certificate of Occupancy is issued.

CONSTRUCTION PHASE (IF APPLICABLE)
In addition to the insurance required in 1 – 4 above, the SPONSOR shall provide, or cause its Subcontractors to provide, original certificates indicating the following types of insurance coverage prior to any construction:

5. Completed Value Builder's Risk Insurance on an "All Risk" basis, in an amount not less than 100 percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Collier County and the SPONSOR.

6. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SPONSOR shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained, as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

OPERATION/MANAGEMENT PHASE (IF APPLICABLE)
After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the loan and/or Agreement:

7. Workers' Compensation as required by Chapter 440, Florida Statutes.

8. Commercial General Liability including products and completed operations insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.

9. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $1,000,000 combined single limit for combined Bodily Injury and Property Damage.

10. Property Insurance coverage on an "All Risk" basis, in an amount not less than 100 percent of the replacement cost of the property. Collier County must be shown as a Loss payee, with respect to this coverage A.T.I.M.A.

11. Flood Insurance coverage for those properties found to be within a flood hazard zone, for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy must show Collier County as a Loss Payee A.T.I.M.A.

EXHIBIT A-1
HOLD HARMLESS LETTER

Please be advised that I/We, Habitat for Humanity of Collier County, Inc., existing under the laws of the State of Florida, having its principal office at 11145 Tamiami Trail East, Naples, FL 34113 (SPONSOR), under agreement with Collier County Board of County Commissioners for the SHIP New Construction Assistance project, verify that I/We are a self-insured company.

I/We understand that we are to construct new housing units, hereafter referred to as "Improvements."

I. Indemnification and Hold Harmless

a) In General

In the performance of the Sponsor Agreement to which this exhibit is Attached, the undersigned hereby agrees to release, indemnify and hold harmless Collier County, as well as their employees, agents and representatives (collectively, the COUNTY), from any and all claims, demands, causes of action or damages of any kind or nature brought by the undersigned or others, including reasonable attorneys' fees, arising out of or in any way associated with, the COUNTY's authorization to allow the Improvements to be constructed, operated, and maintained by SPONSOR. This includes without limitation, all claims, demands, costs or judgments against the COUNTY whether such liability, loss or damage is due or claimed to be, due to the negligence of the undersigned, its contractors, subcontractors, the COUNTY, its employees, agents, or representatives.

b) Respecting the Improvements

The undersigned hereby agrees to release, indemnify and hold harmless the COUNTY and accepts all risks of loss associated with respect to the Improvements.

II. Successors and Assigns

The undersigned further agrees, as the entity responsible for ownership and maintenance of the Improvements, that this document may be recorded, and that the representations and obligations herein are binding upon its successors and assigns.

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2023, by _____. Such person(s) Notary Public must check applicable below:

(check one)

☐ are personally known to me

☐ produced current driver license

☐ produced _____ as identification

(Notary Seal)

Notary Public: _____

Printed Name of Notary: _____

Commission Number: _____

My Commission Expires: _____

EXHIBIT B
NEW CONSTRUCTION ASSISTANCE PROJECT REQUIREMENTS

The Project is to be developed as affordable residential housing, in accordance with the State Housing Initiatives Program (SHIP), and the Collier County Local Housing Assistance Program (LHAP) FY 2022-2025. The SPONSOR shall perform the following activity under this Agreement:

a) New Construction Assistance: The SPONSOR is required to comply with all applicable requirements of the SHIP Program, including but not limited to Section 420.907-420.9079, Florida Statutes and Rule 67-37, Florida Administrative Code, and Collier County Construction Standards. Any or all of these regulations may, but are not required, to be specifically set forth in any additional loan documents executed in connection with the Project. The SPONSOR shall include such language as the COUNTY may require in any agreements with potential homeowners of the Project, or any portion, thereof to evidence such requirements.

b) Default of Mortgage:
The SPONSOR shall be considered in default if any of the following occur:

1. The SPONSOR fails to construct a safe, sanitary, and habitable housing unit.
2. The SPONSOR fails to receive Certificate of Occupancy for new housing unit.
3. The SPONSOR fails to sell to SHIP applicant, referred by CHS, within one (1) year of receipt of Certificate of Occupancy.

c) Assurance of Public Purpose: The SPONSOR covenants that if it is unable or unwilling to sell the property in accordance with the terms and conditions incorporated herein, the SPONSOR shall give the COUNTY a 90-day notification, during which time the COUNTY shall require SPONSOR to remit payment for an amount not to exceed the amount of funds provided by the COUNTY through the Program.

d) Affirmative Marketing: The SPONSOR shall adopt appropriate procedures for affirmatively marketing the SHIP-assisted units. Affirmative marketing consists of good faith efforts to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area of the available housing. The SPONSOR shall use affirmative fair housing marketing practices in soliciting homebuyers, concluding transactions, and affirmatively furthering fair housing efforts. The SPONSOR must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection on request by the COUNTY. The SPONSOR must provide a description of intended actions that will inform and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market of the available housing. The SPONSOR must provide the COUNTY with an assessment of the affirmative marketing program. The assessment must include: a) methods used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy, b) methods used to inform and solicit applications from persons in the housing market who are not likely to apply without special outreach, and c) records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.

e) Project Requirements: The SPONSOR agrees that, if the Project area is in a Designated Flood Zone, all government requirements for construction in a flood zone shall be satisfied.

The SPONSOR shall develop and submit to CHS, within 60 days of Agreement execution, a construction schedule including the following:

TENTATIVE SCHEDULE (Adherence is not a condition of payment)

Sites Identified/Site Due Diligence	July 2020
Property(ies) Under Conditional Contract	April 2023
Construction Commencement	June 2023
Certificate of Occupancy Issued for all Newly Constructed Housing Units	April, 2026
Project Completion Date	June 30, 2026

Eligible project costs may be incurred prior to the SHIP funding cycle fiscal years 2023- 2024 program year. This project allows for pre-award development/construction cost if incurred prior to the commencement of the Period of Performance.

Further, "project completion date" will mean issuance of all certificates of occupancy and completion of sale to referred households.

f) Property Standards: The SPONSOR attests that the Project will meet the standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances at the time of Project completion and throughout the duration of the affordability period. The Project will also meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), in the event property is rehabilitated at any time during affordability period.

In accordance with the LHAP, SPONSOR shall follow each SHIP Program strategy requirement below:

g) Energy Efficient Best Practices: Section 420.9075(3)(d), Florida Statutes defines Energy Efficient Best Practices as: Innovative design, green building principles, storm resistant construction, or other elements that reduce long-term costs relating to maintenance, utilities, or insurance in the event property is rehabilitated at any time during the affordability period.

The COUNTY requires the use or inclusion, when appropriate, of the following: energy star appliances, low-E windows, additional insulation (for increased R-value), ceramic tile, tank-less water heater, 14 and 15 SEER air conditioning units, stucco, florescent light bulbs, and impact resistant windows and doors. Evidence of such is not a condition of the construction subsidy payment.

h) Payment Documents:

1. Certificate of occupancy
2. Pictures during construction and of finished housing unit
3. Floor plan or unit specifications
4. Final invoice
5. Pay Request Form (Exhibit D)
6. Fully executed SHIP Promissory Note and Mortgage to Collier County

7. Invoices and cancelled checks totaling a minimum of $50,000.00 in construction/ development related expenses for each housing unit assisted.

i) Program Set-Asides:

The SPONSOR must meet the following SHIP mandated, program set-aside requirements:

A. A minimum of 30 percent of the funds must assist very low-income households at or below 50 percent (50%) area median income. Furthermore, the remaining funds must assist very low and/or low-income households at or below 80 percent (80%) area median income. Although the SHIP statute mentions 30 percent (30%) for very low-income and another 30 percent (30%) for low-income persons, there are many combinations that fulfill the set-aside requirement. In all cases, at least 30 percent (30%) must be designated for very low-income households - A minimum of 12 units for households at or below 50 percent (50%) AMI.

B. A minimum of 20 percent (20%) of funding must be used to serve persons with special needs as defined in § 420.0004 Florida Statutes. Section 420.9075(5) of the SHIP Statutes addresses the special needs set-aside. A minimum of eight units for households identified as Special Needs per SHIP Statutes.

EXHIBIT C
BUDGET NARRATIVE
NEW CONSTRUCTION ASSISTANCE PROGRAM

The total SHIP allocation to the SPONSOR for the New Construction Assistance Program shall not exceed TWO MILLION DOLLARS ($2,000,000.00).

Sources for these funds are as follows:

Fiscal Year	New Construction Assistance	Total
2023-2024	$2,000,000.00	$2,000,000.00
Total Funds	**$2,000,000.00**	**$2,000,000.00**

Funds shall be disbursed in the following manner:

1. Construction/Development expenditures shall not exceed $50,000.00 per unit.
2. Funds will be disbursed upon submission of proper Pay Request (Exhibit "D" and in accordance with Florida Prompt Payment Act.

EXHIBIT D
COLLIER COUNTY COMMUNITY & HUMAN SERVICES

SECTION I: REQUEST FOR PAYMENT

SPONSOR Name: Habitat for Humanity of Collier County, Inc.

SPONSOR Address: 11145 Tamiami Trail East, Naples, FL 34113

Project Name: New Construction Assistance

Project No: SHCON-23-001_ Payment Request # ____

Total Payment: $

Period of Availability: July 1, 2020_ through June 30, 2026

Period for which the Agency has incurred the indebtedness _____ through

_____

SECTION II: STATUS OF FUNDS

	Sponsor	CHS Approved
1. Grant Amount Awarded	$	$
2. Total Amount of Previous Requests	$	$
3. Amount of Today's Request (Net of Retainage, if applicable)	$	$
4. Current Grant Balance (Initial Grant Amount Award request) (includes Retainage)	$	$

By signing this report, I certify to the best of my knowledge and belief that this request for payment is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the term and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; and/or Title VI, Chapter 68, Sections 68.081-083, and Title XLVI Chapter 837, Section 837-06).

Signature _____ Date _____

Title _____

Authorizing Grant Coordinator _____ Authorizing Grant Accountant _____

Supervisor (Approval required $1,499 and below) _____ Division Director (Approval Required $15,000 and above) _____

EXHIBIT E
QUARTERLY PROGRESS REPORT

Complete form for preceding quarter and submit to Community and Human Services staff by the 30th of the following quarterly month.

Status Report for the Quarter Ending: _____ Submittal Date: _____

Project Name: New Construction Assistance Project Number: SHCON-23-001

SPONSOR: Habitat for Humanity of Collier County, Inc.

Contact Person:

Telephone: 239-775-0036 Fax: E-mail:

PROPERTY UNIT DATA	
Number of units under construction this period	
Number of units completed this period	
Number of units completed to date	
EXPENDITURE DATA	
Amount of funds expended this period	
Amount of funds expended to date	

New Sales Contracts executed this period

Name of Client	Address	Amount of Contract

Income Data

Client	Income Category	Income Amount

What events/actions are scheduled for the next month?

Identify any issues that may cause delay in meeting scheduled expenditure deadline dates.

_____ Date _____

Signature

EXHIBIT F
ANNUAL AUDIT MONITORING REPORT

Circular 2 CFR Part 200.332 requires Collier County to monitor sponsors of federal awards to determine if sponsors are compliant with established audit requirements (Subpart F). Accordingly, Collier County requires that all appropriate documentation is provided regarding your organization's compliance. In determining Federal awards expended in a fiscal year, the entity must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including any Federal award provided by Collier County. The determination of amounts of Federal awards expended shall be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. This form may be used to monitor Florida Single Audit Act (Statute 215.97) requirements.

Sponsor Name	

First Date of Fiscal Year (MM/DD/YY)	**Last Date of Fiscal Year (MM/DD/YY)**
Total Federal Financial Assistance Expended during most recently completed Fiscal Year	**Total State Financial Assistance Expended during most recently completed Fiscal Year**
$	**$**

Check A. or B. Check C if applicable

☐	A. The federal/state expenditure threshold for our fiscal year ending as indicated above has been met and a Single Audit as required by 2 CFR Part 200, Subpart F has been completed or will be completed by _____. Copies of the audit report and management letter are attached or will be provided within 30 days of completion.
☐	B. We are not subject to the requirements of OMB 2 CFR Part 200, Subpart F because we: ☐ Did not exceed the expenditure threshold for the fiscal year indicated above ☐ Are a for-profit organization ☐ Are exempt for other reasons – explain_____ An audited financial statement is attached and if applicable, the independent auditor's management letter.
☐	C. Findings were noted, a current Status Update of the responses and corrective action plan is included separate from the written response provided within the audit report. While we understand that the audit report contains a written response to the finding(s), we are requesting an updated status of the corrective action(s) being taken. Please do not provide just a copy of the written response from your audit report, unless it includes details of the actions, procedures, policies, etc. implemented and when it was or will be implemented.

Certification Statement

I hereby certify that the above information is true and accurate.

Signature	**Date:**
Print Name and Title:	

06/18

MEMORANDUM

Date: **December 27, 2023**

To: **Lisa Carr, Grant Coordinator**
Community and Human Services

From: **Martha Vergara, Deputy Clerk**
Minutes & Records Department

Re: **Habitat for Humanity – New Construction Assistance Program**

Attached are **two (2) copies** of the documents referenced above, **(Item #16D3)** approved by the Board of County Commissioners on **Tuesday, October 10, 2023.**

If you have any questions, please feel free to contact me at 252-7240.

Thank you

Attachment

Grant - SHIP FY 2022-2023 and FY 2023-2024
Agreement#: SHRR-23-001
Activity: Rental Rehabilitation
SPONSOR: Collier County Housing Authority
CSFA #: 52.901
FY 23 $345,020.00 **FY 24 $154,980.00** **Total Award Amount: $500,000.00**
UEI #: WHDZXBD56QL
FEIN: 59-1490555
Period of Performance: June 11, 2024, through June 30, 2026
FISCAL YEAR: December 31st
MONITORING END: September 30, 2056

FIRST AMENDMENT BETWEEN COLLIER COUNTY
AND
Collier County Housing Authority
Rental Rehabilitation Program

THIS AGREEMENT is made and entered into this _____ **day of** _____**, 2024**, by and between Collier County, a political subdivision of the State of Florida, (COUNTY) having its principal address as 3339 E. Tamiami Trail, Suite 211, Naples FL 34112, and **Collier County Housing Authority)** (SPONSOR) a not-for-profit corporation existing under the laws of the State of Florida, having its principal office **1800 Farm Worker Way, Immokalee, FL 34142.**

WHEREAS, the William E. Sadowski Affordable Housing Act adopted by the State of Florida in 1992 provided a dedicated revenue source for affordable housing in Florida and created the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the State Housing Initiatives Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code; and

WHEREAS, the COUNTY is a participant in the State Housing Initiatives Partnership Program; and

WHEREAS, pursuant to the State Housing Initiatives Partnership Program, the COUNTY is undertaking certain activities to primarily benefit persons or households earning not greater than 80 percent of median annual income adjusted for family size; and

WHEREAS, the Fiscal Year 2022-2025 Local Housing Assistance Plan (LHAP), as amended, was adopted by the Board of County Commissioners on April 26, 2022, Resolution No. 2022-68A, amended by technical revision November 10, 2022 and amended by technical revision on July 23, 2024 (Item 16.D.3).

WHEREAS, the COUNTY and the SPONSOR desire to provide Rental Rehabilitation, in accordance with this Agreement and the aforementioned Local Housing Assistance Plan; and

WHEREAS, the COUNTY desires to engage the SPONSOR to implement such undertakings, as specified in Exhibit B, and determines that they are valid and worthwhile County purposes.

Whereas, the parties wish to amend the Agreement to clarify language and correct scriber errors in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

Words ~~Struck Through~~ are deleted; Words <u>Underlined</u> are added.

* * *

1.6 AGREEMENT AMOUNT

The COUNTY agrees to make available **FIVE HUNDRED ~~TWENTY-FIVE~~ THOUSAND ~~TWENTY~~ DOLLARS AND ZERO CENTS ($500,000.00)** for use by the SPONSOR, during the term of the Agreement (hereinafter referred to as the "Funds").

Signature Page to Follow

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:

CRYSTAL K. KINZEL, CLERK

_____
, Deputy Clerk

Dated: _____
(SEAL)

AS TO THE COUNTY:

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

By: _____
BURT L SAUNDERS, CHAIRMAN

Date: _____

WITNESSES:

Wendy Kloppo
Witness #1 Signature
Wendy Kloppo
Witness #1 Printed Name

Michelle Rubbo
Witness #2 Signature
Michelle Rubbo
Witness #2 Printed Name

AS TO THE SUBRECIPIENT:

COLLIER COUNTY HOUSING AUTHORITY

By: _____
ANGELA WHEELER EDISON
INTERIM EXECUTIVE DIRECTOR

Date: 12/20/24

[Please provide Evidence of Signing Authority]

Approved as to form and legality:

_____
Assistant County Attorney

Date: 12/16/24

* * *

EXHIBIT B
RENTAL REHABILITATION PROJECT REQUIREMENTS

The Project will rehabilitate existing affordable residential rental housing in accordance with the SHIP Program and Collier County LHAP FY2022-2025. SPONSOR shall perform the following activity under this Agreement:

a) Rehabilitate existing rental property.

1) Affordability of SHIP-Assisted Units: For the duration of the Affordability Period (30 years), as defined in the Note and Mortgage/Land Use Restriction Agreement (LURA) of even date, a minimum of 16) units and a maximum of $30,000.00 per unit in the Project shall be SHIP-Assisted units.

All SHIP-Assisted units in the Project shall be fixed and rented, or held available for rental, on a continuous basis to persons or families who at the commencement of occupancy shall have a verified annual income that does not exceed 80 percent of the Area Median Income (AMI), as defined by the Department of Housing and Urban Development (HUD). Rents on these units shall be restricted to SHIP Program rent limits. Maximum eligible income and rent limits are revised annually and are available from the COUNTY.

The SPONSOR covenants that **a minimum of ~~seventeen~~ sixteen (16) units** will be rented to income-eligible tenants, as defined by HUD. All units carry rent and occupancy restrictions until **June 30, 2056, which remain in force regardless of transfer of ownership and shall be in accordance with the LURA (incorporated by reference) and Section 1.6 of this Agreement**. SHIP-Assisted units shall be reserved for and rented to households that qualify for the following:

SHIP-Assisted Units According to Income Limits

Income Limits	Number SHIP-Assisted Units
80% or below AMI	16
Total Units (Minimum)	16

This Agreement incorporates, by reference, terms and conditions described in the Mortgage and Note of even date, and any other agreements enforcing the SHIP requirements associated with said Mortgage and Note. The Project budget is **(FIVE HUNDRED ~~TWENTY-FIVE~~ THOUSAND ~~TWENTY~~ DOLLARS AND ZERO CENTS ($500,000.00)** and is provided by the COUNTY through the SHIP PROGRAM. Project construction will commence and be completed as defined and set forth in the affordable housing development schedule, incorporated by reference. In no event will rehabilitation commence later than 120 days from the date of this Agreement. Rehabilitation will progress in accordance with the construction schedule submitted by the SPONSOR to obtain financing.

* * *

4) G. SPONSOR has not begun to offer at least ~~seventeen~~ sixteen (16) affordable rental housing units to very low and/or low-income families and individuals, in accordance with the provisions of Part 1 of Exhibit B on or before, June 30, 2026.

* * *

EXHIBIT C
Budget Narrative
Rental Rehabilitation Program

The total SHIP allocation to the SPONSOR for the Rental Rehabilitation Program shall not exceed **FIVE HUNDRED ~~TWENTY-FIVE~~ THOUSAND ~~TWENTY~~ DOLLARS (~~$525,020.00~~ $500,000.00)**.

Sources for these funds are as follows:

Fiscal Year	Rental Development	Total
2022-2023	$345,020.00	$345,020.00
2023-2024	~~$180,000.00~~$154,980.00	$154,980.00
Total Funds	**~~$525,020.00~~ $500,000.00**	**$500,000.00**

Grant - SHIP FY 2022-2023 and FY 2023-2024
Agreement#: SHRR-23-001
Activity: Rental Rehabilitation
SPONSOR: Collier County Housing Authority
CSFA #: 52.901
FY 23 $345,020.00 **FY 24 $154,980.00** **Total Award Amount: $500,000.00**
UEI #: WHDZXBD56QL
FEIN: 59-1490555
Period of Performance: June 11, 2024, through June 30, 2026
FISCAL YEAR: December 31st
MONITORING END: September 30, 2056

AGREEMENT BETWEEN COLLIER COUNTY
AND
Collier County Housing Authority
Rental Rehabilitation Program

THIS AGREEMENT is made and entered into this 25th **day of** June, **2024**, by and between Collier County, a political subdivision of the State of Florida, (COUNTY) having its principal address as 3339 E. Tamiami Trail, Suite 211, Naples FL 34112, and **Collier County Housing Authority)** (SPONSOR) a not-for-profit corporation existing under the laws of the State of Florida, having its principal office **1800 Farm Worker Way, Immokalee, FL 34142.**

WHEREAS, the William E. Sadowski Affordable Housing Act adopted by the State of Florida in 1992 provided a dedicated revenue source for affordable housing in Florida and created the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the State Housing Initiatives Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code; and

WHEREAS, the COUNTY is a participant in the State Housing Initiatives Partnership Program; and

WHEREAS, pursuant to the State Housing Initiatives Partnership Program, the COUNTY is undertaking certain activities to primarily benefit persons or households earning not greater than 80 percent of median annual income adjusted for family size; and

WHEREAS, the Fiscal Year 2022-2025 Local Housing Assistance Plan (LHAP), as amended, was adopted by the Board of County Commissioners on April 26, 2022, Resolution No. 2022-68A and amended by technical revision November 10, 2022 and

CAO Digitally signed by CAO Date: 2024.06.12 16:34:27 -04'00'

WHEREAS, the COUNTY and the SPONSOR desire to provide Rental Rehabilitation, in accordance with this Agreement and the aforementioned Local Housing Assistance Plan; and

WHEREAS, the COUNTY desires to engage the SPONSOR to implement such undertakings, as specified in Exhibit B, and determines that they are valid and worthwhile County purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

PART I
SCOPE OF WORK

The SPONSOR shall, in a satisfactory and proper manner and consistent with any standards required as a condition of the providing SHIP funds, as determined by Collier County Community and Human Services (CHS), perform the tasks necessary to conduct the program as follows:

Project Name: SHIP Rental Rehabilitation-HVAC and Exterior Windows

Description of project and outcome: CHS, as an administrator of the SHIP program, will make available FY 2022-2023 and FY 2023-2024 SHIP funds up to the amount of $500,000.00 to Collier County Housing Authority (CCHA) for the rehabilitation of affordable rental housing unites owned by CCHA.

Project Component One: Purchase and installation of HVAC systems and Exterior Windows including any related construction, permitting, installation costs and any other associated costs/fees.

A. Project Tasks:
   1. Initiate Solicitation
   2. Select Contractor Bid. (a minimum of three bids are required)
   3. Issue Contractor's Notice to Proceed
   4. Obtain Liability, Workers Comp and Property Insurance
   5. Execute Contractor Agreement
   6. Apply for Permits
   7. Schedule Inspection for Certificate of Completion

B. SHIP Documentation Requirements Compliance Criteria:
   Activities carried out with funds under this Agreement will be performed in compliance with State Housing Incentives Partnership (SHIP) Program, Florida Statute 420.9071, and Chapter 67-37 of the Florida Administrative Code, and any amendments thereto (also referred to as the SHIP Program).

1.1 DEFINITIONS AND PURPOSE

A. DEFINITIONS

Terms shall be as defined in the State Housing Incentives Partnership (SHIP) Program, Section 420.9071, Florida Statutes and Chapter 67-37 of the Florida Administrative Code, and any amendments thereto (also referred to as the SHIP Program).

B. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the SPONSOR will implement the Scope of Work summarized in Section 1.2 and Exhibit B of this Agreement.

1.2 SCOPE OF WORK

The SPONSOR shall, in a satisfactory and proper manner as determined by the COUNTY, perform the necessary tasks to administer and implement the described services herein incorporated by reference as Exhibits B and C (Rental Rehabilitation Project Requirements and Budget Narrative), in accordance with the terms and conditions of Requests for Applications, Rental Rehabilitation, State Housing Initiatives Partnership Funding Cycle Fiscal Years 2022-2023, and 2023-2024 and SPONSOR's Application dated November 7, 2022, and February 10, 2023.

1.3 GRANT AND SPECIAL CONDITIONS

A. Within sixty (60) calendar days of the execution of this Agreement, the SPONSOR must deliver to CHS for approval a detailed project schedule for the completion of the project.

B. The following resolutions and policies must be submitted within sixty (60) days of this Agreement:

- ☒ Affirmative Fair Housing Policy
- ☒ Affirmative Action/Equal Opportunity Policy
- ☒ Conflict of Interest Policy
- ☒ Procurement Policy
- ☐ Uniform Relocation Act Policy
- ☒ Sexual Harassment Policy
- ☒ Section 504 / ADA
- ☒ Fraud Policy
- ☐ Language Assistance and Planning Policy (LAP)
- ☐ Violence Against Women Act (VAWA) Policy
- ☒ Tenant Waitlist Policy
- ☒ Tenant Grievance Policy
- ☒ Tenant Guidelines (Income)
- ☐ Marketing Plan
- ☒ Property Maintenance Plan
- ☒ Capital Needs Assessment Plan

C. Annual SPONSOR Training

Sponsors with Prior Agreement(s) with COUNTY: All SPONSOR staff assigned to the administration and implementation of the Project, established by this Agreement, shall attend the CHS-sponsored Annual Fair Housing training. In addition, at least one staff member shall attend all other CHS-offered training relevant to the Project, as determined by the Grant Coordinator, not to exceed two (2) sessions.

1.4 PROJECT DETAILS

A. Project Description/Budget

Description	State Amount
Project Component 1: Purchase and installation of HVAC systems and Exterior Windows including any related construction, permitting, installation costs and all other associated costs/fees.	$500,000.00
Total State Funds	$500,000.00

The SPONSOR may, with prior COUNTY approval, adjust the budget between Project Components, as needed, to respond to the needs of the community. Total expenditures may not exceed the Total State Funds.

The SPONSOR will accomplish the following checked project tasks:

- ☐ Pay all closing costs related to property conveyance
- ☒ Maintain, and provide to the COUNTY as requested, beneficiary income certification documentation, retained at SPONSOR location
- ☒ Maintain Eligibility Documentation, retained at SPONSOR location
- ☒ Provide Quarterly Reports on project progress
- ☒ Ensure attendance by a representative from executive management at quarterly partnership meetings, as requested by CHS
- ☒ Provide monthly construction and rehabilitation progress reports until completion of construction or rehabilitation
- ☒ Identify Lead Project Manager
- ☐ Provide Site Design and Specifications
- ☐ Comply with Davis-Bacon Labor Standards
- ☐ Comply with Section 3 and maintain documentation
- ☐ Provide certified payroll weekly throughout construction and rehabilitation
- ☐ Comply with Uniform Relocation Act (URA), if necessary
- ☐ Ensure applicable numbers of units are Section 504/ADA accessible

B. Program Components/Eligible Activities
All services/activities funded must meet the program components, as detailed in Exhibit B.

C. Performance Deliverables

Program Deliverable	Supporting Documentation	Submission Schedule
Special Grant Policies (Section 1.3 B)	Policies as stated in this Agreement	Within 60 days of Agreement execution
Insurance (Flood, Property, O&D)	Proof of insurance coverage in accordance with Exhibit A	Within 60 days Agreement execution and annually within 30 days after renewal
Detailed Project Schedule	Project Schedule	Within 60 days of Agreement execution
Project Plans and Specifications	N/A	NA
Progress Report	Progress report, detailing accomplishments Exhibit E	10 days after the end of the calendar quarter and annually after closeout
Annual Audit Monitoring Report	Exhibit F	Annually, within 60 days after FY end
SPONSOR Audit	Audit report, Management Letter, and Supporting Documentation	Within 9 months for Single Audit (otherwise 180 days) after the end of the SPONSOR fiscal year through 2056
Continued Use Certification	Continued Use Certification	Annually until 2056
Tenant Lease Agreement	Lease	Within 60 days of signing this agreement and addendums or changes thereafter through the period of affordability.
Operating Expense Report	Actual vs. Budget, revenue and expense report and all supporting documentation, as requested	30 days after the end of the SPONSOR'S fiscal year
Operating Expense Budget Report	Detailed Operating budget for the next fiscal year	Initial report due after lease-up and annually thereafter, prior to start of SPONSOR fiscal year, until 2056
Capital Needs Assessment Plan	Plan approved by the COUNTY	Initial Plan due after lease-up and annually thereafter, prior to start of SPONSOR fiscal year, until 2056
Maintenance Plan	Plan approved by the COUNTY	At the time of completion of unit(s), with annual submission if plan is revised
Register of Tenant Income and Rent	Summary of Tenant Income and Income Limit, Rent and Rent Limit, by unit (Rent Roll)	At time of full lease up and annually thereafter until 2056
Maintenance Agreement	Executed 3rd Party Agreement	Initial lease-up and annually thereafter throughout the

Program Deliverable	Supporting Documentation	Submission Schedule
		affordability period, if applicable, until 2056

D. Payment Deliverables

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
Project Component 1: Purchase and installation of HVAC systems and Exterior Windows including any related construction, permitting, installation costs and all other associated costs/fees.	1. Exhibit D along with invoice and SPONSOR's proof payment as evidenced by cancelled checks or bank statements, and any other documents as requested 2. Contractor Bid, first submission only 3. Fees, design, permits 4.Waiver of Lien Release, Partial and Final 5. Contractor Agreement 6. Permits 7. Certificate of Completion	Due at the completion of the project.

1.5 PERIOD OF PERFORMANCE

SPONSOR services shall begin on **June 11, 2024,** and end on **June 30, 2026**. This Agreement must remain in effect throughout the development process of the Project and is terminated upon completion of rental rehabilitation. The SPONSOR is responsible for ongoing reporting, subject to onsite monitoring, tenant income qualification activities, and continued use for an affordability period of **30** years. In any event, SPONSOR shall complete all services required hereunder prior to **June 30, 2026.** Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

The County Manager or designee may extend the term of this Agreement for a period of up to 180 days after the end of the Agreement. Extensions must be authorized, in writing, by formal letter to the SPONSOR.

1.6 AGREEMENT AMOUNT

The COUNTY agrees to make available **FIVE HUNDRED TWENTY-FIVE THOUSAND TWENTY DOLLARS AND ZERO CENTS ($500,000.00)** for use by the SPONSOR, during the term of the Agreement (hereinafter referred to as the "Funds").

Modifications to the "Budget and Scope" may only be made if approved by COUNTY, in advance.

All services/activities specified in Part 1 Scope of Work shall be performed by SPONSOR or its subcontractors who meet State requirements. Contract administration shall be managed by

SPONSOR and monitored by CHS, which shall have access to all records and documents related to the project.

The COUNTY shall reimburse the SPONSOR for the performance of this Agreement upon completion or partial completion of the work tasks as accepted and approved by CHS. SPONSOR may not request disbursement of SHIP funds until funds are needed for eligible costs, and all disbursement requests must be limited to the amount needed at the time of the request. Invoices for work performed are required every month. SPONSOR may expend funds only for allowable costs resulting from obligations incurred during the term of this Agreement. If no work has been performed during that month, or if the SPONSOR is not yet prepared to send the required backup, a $0 invoice is required. Explanations may be required if two consecutive months of $0 invoices are submitted. Payments shall be made to SPONSOR when requested as work progresses but not more frequently than once per month. Reimbursement will not occur if SPONSOR fails to perform the minimum level of service required by this Agreement.

Final invoices are due no later than 90 days after the end of the Agreement. Work performed during the term of the program but not invoiced within 90 days after the end of the Agreement may not be processed without written authorization from the Grant Coordinator.

No payment will be made until approved by CHS for grant compliance and adherence to any and all applicable Local, State, or Federal requirements, including timely submission of Performance Deliverables contained in Section 1.4.C. Late submission of deliverables may cause payment suspension of any open pay requests until the required deliverables are received by CHS. Except where disputed for noncompliance, payment will be made upon receipt of a properly completed invoice, and in compliance with §218.70, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act."

1.7 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY	ATTENTION: Wendy Klopf, Grant Coordinator I Collier County Government Community and Human Services 3339 E. Tamiami Trail, Suite 213 Naples, FL 34112 Email to: wendy.klopf@colliercountyfl.gov Telephone: 239-252-2901

SPONSOR

ATTENTION: Angela Edison, Interim Executive Director
Collier County Housing Authority
1800 Farm Worker Way
Immokalee, FL 34142
Email to: Aedison@cchafl.org
Telephone: (239)657-3649

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PART II
GRANT CONTROL REQUIREMENTS

2.1 AUDITS

Pursuant to Florida Statute 215.97(6) (Florida Single Audit Act), if the SPONSOR expends a total amount of State awards equal to or in excess of $750,000 in any fiscal year, it must conduct a State single or project-specific audit for such fiscal year, in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and Comptroller, and Chapter 10.650, Rules of the Auditor General.

SPONSOR shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package, as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.650, Rules of the Auditor General. SPONSOR must deliver the financial reporting package to the COUNTY within 45 days after receipt, but not later than 180 days after the SPONSOR's fiscal year end. SPONSOR shall submit the financial reporting package and Exhibit F to the Grant Coordinator.

If the SPONSOR expends less than $750,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the SPONSOR expends less than $750,000 in State awards in its fiscal year and elects to have an audit in accordance with provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds.

2.2 RECORDS AND DOCUMENTATION

The SPONSOR shall maintain sufficient records in accordance with FHFC program regulations, as provided in Exhibit B, to determine compliance with the requirements of this Agreement, the SHIP Program, and all other applicable laws and regulations. This documentation shall include, but is not limited to, the following:

A. All records required by SHIP regulations.

B. SPONSOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY to perform the service.

C. SPONSOR shall make available to COUNTY or CHS, at any time upon request, all reports, plans, surveys, information, documents, maps, books, records, and other data procedures developed, prepared, assembled, or completed by the SPONSOR for this Agreement. Materials identified in the previous sentence shall be in accordance with generally accepted accounting principles (GAAP), procedures, and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement, including matching funds and Program Income. These records shall be maintained to the extent of such detail to properly reflect all net costs, direct and indirect

labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

D. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to CHS, if requested. In any event, SPONSOR shall maintain all documents and records in an orderly fashion in a readily accessible, permanent, and secured location for three (3) years after the annual performance and evaluation report are submitted, as prescribed in Florida Statute Chapter 257.36. However, if any litigation, claim, or audit is started before the expiration date of the three (3) year period, the records will be maintained until all litigation, claim, or audit findings involving these records are resolved. If SPONSOR ceases to exist after the closeout of this Agreement, it will notify the COUNTY, in writing, of the address where the records are to be kept, as outlined in Florida Statute Chapter 257.36. The SPONSOR shall meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in possession of the SPONSOR upon termination of the Agreement and destroy any duplicate exempt or confidential public records that are released from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the COUNTY's information technology systems.

IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-252-2679, Michael.Brownlee@colliercountyfl.gov, **3299 Tamiami Trail E, Naples FL 34112.**

E. SPONSOR is responsible for the creation and maintenance of income eligible files on clients served and documentation that all households are eligible under Florida Housing Finance Corporation (FHFC) Income Guidelines. Income certification documentation will be validated at interim and closeout monitoring. The SPONSOR agrees that CHS shall be the final arbiter on SPONSOR's compliance.

F. SPONSOR shall document how compliance with the Program components, applicable regulations included in Exhibit B, and the eligibility requirement(s) under which funding has been received, were accomplished. This also includes special requirements such as necessary and appropriate determinations, as defined in Exhibit B, including income certification, and written agreements with beneficiaries, where applicable.

G. SPONSOR shall provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed costs provided in Chapter 119, Florida Statutes or as otherwise provided by law. SPONSOR shall ensure that exempt or confidential public records that are released from public records

disclosure requirements, are not disclosed except as authorized by Chapter 119, Florida Statues.

2.3 MONITORING

During the term of this Agreement, SPONSOR shall submit to the COUNTY an Annual Audit Monitoring report (Exhibit F) no later than 60 days after SPONSOR's fiscal year end. In addition, SPONSOR shall submit to the COUNTY a Single Audit report, Management Letter, and supporting documentation nine (9) months (or one hundred eighty (180) days for Subrecipients exempt from Single Audit) after the SPONSOR's fiscal year end. The COUNTY will conduct an annual financial and programmatic review.

SPONSOR agrees that CHS may carry out at least one (1) annual on-site monitoring visit and evaluation activities, as determined necessary. At the COUNTY's discretion, a desktop review of the activities may be conducted in lieu of an on-site visit. The continuation of this Agreement is dependent upon satisfactory evaluations. The SPONSOR shall, upon the request of CHS, submit information and status reports required by CHS or FHFC, to enable CHS to evaluate said progress and allow for completion of required reports. The SPONSOR shall allow CHS or FHFC to monitor on site. Such site visits may be scheduled or unscheduled, as determined by CHS or FHFC.

The COUNTY will monitor SPONSOR's performance to mitigate fraud, waste, abuse, or non-performance based on goals and performance standards, as stated with all other applicable laws, regulations, and policies governing the funds provided under this Agreement, further defined by 2 CFR 200.332. Substandard performance, as determined by the COUNTY, will constitute noncompliance with this Agreement. If corrective action is not taken by the SPONSOR within a reasonable time period after being notified by the COUNTY, Agreement suspension or termination procedures will be initiated. SPONSOR agrees to provide FHFC, the Florida Office of Inspector General, the COUNTY, or the COUNTY's internal auditor(s) access to all records related to performance of activities in this Agreement.

2.4 PREVENTION OF FRAUD, WASTE, AND ABUSE

SPONSOR shall establish, maintain, and utilize internal systems and procedures sufficient to prevent, detect, and correct incidents of fraud, waste, and abuse in the performance of this Agreement, and provide proper and effective management of all Program and Fiscal activities of the Agreement. SPONSOR's internal control systems and all transactions and other significant events shall be clearly documented and readily available for monitoring by the COUNTY.

SPONSOR shall provide the COUNTY with complete access to all its records, employees, and agents for the purpose of monitoring or investigating the performance of the Agreement. SPONSOR shall fully cooperate with COUNTY's efforts to detect, investigate, and prevent fraud, waste, and abuse.

SPONSOR may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or any law or regulation to the COUNTY, or any appropriate law enforcement authority, if the report is made in good faith.

2.5 CORRECTIVE ACTION

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failure to implement or make acceptable progress on such corrective action plans.

To effectively enforce COUNTY Resolution No. 2013-228, CHS has adopted an escalation policy to ensure continued compliance by Sponsors, Developers, or any entity receiving grant funds from CHS. The escalation policy for noncompliance is as follows:

A. Initial noncompliance may result in the COUNTY issuing Findings or Concerns to the SPONSOR, which will require SPONSOR to submit a corrective action plan to CHS within 15 days following issuance of the report.

- Any pay requests that have been submitted to CHS for payment will be held until the corrective action plan has been submitted.

- CHS will be available to provide Technical Assistance (TA) to the SPONSOR, as needed, in order to correct the noncompliance issue.

B. If the SPONSOR fails to submit the corrective action plan in a timely manner, CHS may require a portion of the awarded grant amount be returned to the COUNTY.

- CHS may require upwards of 5 percent of the award amount be returned to the COUNTY, at the discretion of the Board.

- The SPONSOR may be denied future consideration as set forth in Resolution No. 2013-228

C. If SPONSOR remains noncompliant or repeats an issue that was previously corrected and has been informed by CHS of its substantial noncompliance, by certified mail, CHS may require a portion of the awarded grant amount or the amount of the investment for acquisition of the properties conveyed, be returned to the COUNTY.

- CHS may require upwards of 10 percent of the award amount be returned to the COUNTY, at the discretion of the Board.

- The SPONSOR will be in violation of Resolution No. 2013-228

D. If after repeated notification the SPONSOR continues to be substantially noncompliant, CHS may recommend the Agreement or award be terminated.

- CHS will make a recommendation to the Board to immediately terminate the Agreement. The SPONSOR will be required to repay all funds disbursed by the COUNTY for the terminated project. This includes the amount invested by the COUNTY for the initial acquisition of the properties or other activities.

- The SPONSOR will be in violation of Resolution No. 2013-228

If SPONSOR has multiple agreements with CHS and is found to be noncompliant, the above sanctions may be imposed across all awards at the Board's discretion.

2.6 REPORTS

Reimbursement may be contingent upon the timely receipt of complete and accurate reports and the resolution of monitoring findings identified pursuant to this Agreement, as deemed necessary by the County Manager or designee.

During the term of this Agreement, SPONSOR shall submit quarterly progress reports to the COUNTY on the 10th day of January, April, July, and October, respectively, for the prior quarter period end. As part of the report submitted in October or when final services are delivered, whichever is earlier, the SPONSOR also agrees to include a comprehensive final report covering the agreed-upon Program objectives, activities, and expenditures, including but not limited to, performance data on client feedback with respect to the goals and objectives set forth in Exhibit E, which contains a sample reporting form to be used in fulfilling this requirement. Other reporting requirements may be required by the County Manager or designee if there are Program changes, the need for additional information or documentation arises, and/or legislative amendments are enacted. Reports and/or requested documentation not received by the due date shall be considered delinquent and may be cause for default and termination of this Agreement.

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PART III
TERMS AND CONDITIONS

3.1 SUBCONTRACTS

No part of this Agreement may be assigned or subcontracted without the written consent of the COUNTY, which consent, if given at all, shall be at the COUNTY's sole discretion and judgment.

3.2 GENERAL COMPLIANCE

The SPONSOR agrees to comply with the requirements as outlined in Sections 420.907-420.9079 of the Florida Statutes and Chapter 67-37 of the Florida Administrative Code. The SPONSOR also agrees to comply with all other applicable state and local laws, regulations, and policies governing the funds provided under this Agreement. The SPONSOR agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available for Rental Rehabilitation.

3.3 INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SPONSOR shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement benefits, life and/or medical insurance, and Workers' Compensation Insurance as the SPONSOR is an independent contractor.

3.4 AMENDMENTS

The COUNTY or SPONSOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY'S Board. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SPONSOR from its obligations under this Agreement.

The COUNTY may, at its discretion, amend this Agreement to conform with Federal, State, or Local guidelines, policies, available funding amounts, or other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and SPONSOR.

3.5 AVAILABILITY OF FUNDS

The parties acknowledge that the Funds originate from FHFC provided SHIP grant funds and must be implemented in full compliance with all SHIP rules and regulations and any agreement between COUNTY and FHFC governing FHFC funds pertaining to this Agreement. In the event of curtailment or non-production of said state funds, the financial resources necessary to continue

to pay the SPONSOR all or any portion of the funds will not be available. In that event, the COUNTY may terminate this Agreement, which shall be effective as of the date it is determined by the County Manager or designee, in his or her sole discretion and judgment, that the funds are no longer available. In the event of such termination, the SPONSOR agrees that it will not look to, nor seek to hold the COUNTY, nor any individual member of the County Commissioners and/or County Administration, personally liable for the performance of this Agreement, and the COUNTY shall be released from any further liability to the SPONSOR under the terms of this Agreement.

3.6 DEFAULTS, REMEDIES, AND TERMINATION

This Agreement may be terminated for convenience by either the COUNTY or SPONSOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial terminations, the portion to be terminated. However, in the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. This Agreement may also be terminated by the COUNTY, if the award no longer effectuates the program goals or grantor agency priorities.

The following actions or inactions by the SPONSOR shall constitute a Default under this Agreement:

A. SPONSOR's failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and FHFC guidelines, policies, or directives as may become applicable at any time

B. SPONSOR's failure, for any reason, to fulfill its obligations under this Agreement in a timely and proper manner

C. SPONSOR's ineffective or improper use of funds provided under this Agreement

D. SPONSOR's submission of reports to the COUNTY that are incorrect or incomplete in any material respect

E. SPONSOR's submission of any false certification

F. SPONSOR's failure to materially comply with any terms of this Agreement

G. Failure to materially comply with the terms of any other agreement between the COUNTY and the SPONSOR relating to the Project

In the event of any default by the SPONSOR under this Agreement, the COUNTY may seek any combination of one or more of the following remedies:

A. Require specific performance of the Agreement, in whole or in part

B. Require the use of, or change in, professional property management

C. Require the SPONSOR to immediately repay to the COUNTY of all SHIP funds the SPONSOR has received under this Agreement

D. Apply sanctions, if determined by the COUNTY to be applicable

E. Stop all payments, until identified deficiencies are corrected

F. Terminate this Agreement by giving written notice to the SPONSOR of such termination and specifying the effective date of such termination. If the Agreement is terminated by the COUNTY as provided herein, the SPONSOR shall have no claim of payment or benefit for any incomplete project activities undertaken under this Agreement.

3.7 INDEMNIFICATION

To the maximum extent permitted by Florida law, the SPONSOR shall indemnify and hold harmless Collier County, its officers, agents, and employees from any and all claims, liabilities, damages, losses, costs, and causes of action which may arise out of an act or omission, including but not limited to, reasonable attorneys' and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the SPONSOR or any of its agents, officers, servants, employees, contractors, patrons, guests, clients, licensees, invitees, or any persons acting under the direction, control, or supervision of the SPONSOR in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. The SPONSOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the COUNTY and pay all costs (including attorney's fees) and judgments which may issue thereon. This indemnification shall survive the termination and/or expiration of this Agreement. This section does not pertain to any incident arising from the sole negligence of Collier County. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. This section shall survive the expiration or termination of this Agreement.

3.8 COUNTY RECOGNITION/SPONSORSHIPS

The SPONSOR agrees that all notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorships of the Program, research reports, and similar public notices, whether printed or digital, prepared and released by the SPONSOR for, on behalf of, and/or about the Program shall include the statement:

"FINANCED BY FLORIDA HOUSING FINANCING COPORATION (FHFC) AND COLLIER COUNTY COMMUNITY AND HUMAN SERVICES DIVISION"

and shall appear in the same size letters or type as the name of the SPONSOR. This design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. Construction signs shall comply with applicable COUNTY codes.

3.9 INSURANCE

SPONSOR shall not commence any work or services pursuant to this Agreement until all required insurance, as outlined in Exhibit A, has been obtained. Said insurance shall be carried continuously during SPONSOR's performance under the Agreement. The SPONSOR shall furnish a Certificate of Insurance naming Collier County as an additional insured with general liability limits of at least $1,000,000 per occurrence in accordance with Exhibit A.

3.10 PURCHASING

All purchasing for consumables, capital equipment, and services shall be made by purchase order or written contract in conformity and in full compliance with the procedures prescribed by applicable Florida Statutes (FL 287.017) and the Collier County Purchasing Policy, whichever is more stringent. Collier County Ordinance #2017-08 allows for contracting with not-for-profits through the approved exemption.

Purchasing Threshold Policy

Dollar Range ($)	Competition Required
$0 - $50,000	3 Written Quotes
$50,001+	Formal Solicitation (ITB, RFP, etc.)

All improvements specified in Part I Scope of Work, shall be performed by SPONSOR employees, or put out to competitive bidding, under a procedure acceptable to the COUNTY and State requirements. The SPONSOR shall enter into contracts with the lowest, responsible, and qualified bidder. Contract administration shall be managed by SPONSOR and monitored by CHS, which shall have access to all records and documents related to the Project.

As provided in Section 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the SPONSOR certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services, within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

3.11 DEBARMENT

The SPONSOR certifies that none of its officers or agents have been debarred from bidding, proposing, or contracting for federal, state, or local government programs. The SPONSOR assures that all its subcontractors who will participate in activities, which are subject to this Agreement, are eligible and have not been debarred.

3.12 GRANT CLOSEOUT PROCEDURES

The SPONSOR's obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and receivable accounts to the COUNTY), closeout monitoring, and determining the custodianship of records. In addition to the records retention outlined in Section 2.2, SPONSOR shall comply with Section 119.021 Florida Statutes regarding records maintenance, preservation, and retention. A conflict between state and federal records retention law requirements will result in the more stringent law being applied, such that the record must be held for the longer duration. Any balance of unobligated funds which have been advanced or paid must be returned to the COUNTY. Any funds paid in excess of the amount to which the SPONSOR is entitled under the terms and conditions of this Agreement must be refunded to the COUNTY. The SPONSOR shall also produce records and information that comply with Section 215.97, Florida Single Audit Act.

3.13 OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The SPONSOR agrees that no person shall be excluded from the benefits of or be subjected to discrimination, based on race, creed, color, religion, national origin, sex, handicap, familial status, marital status, or age under any activity carried out by the SPONSOR in performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement. The SPONSOR will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The SPONSOR agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

To the greatest extent feasible, lower-income residents of the project area shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the project area shall be awarded contracts in connection with the project. The SPONSOR is encouraged to comply with Section 3 of the Housing and Community Development Act of 1968.

3.14 OPPORTUNITIES FOR SMALL AND MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

The SPONSOR will use its best efforts to afford small businesses and minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632); and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The

SPONSOR may rely on written representations by businesses regarding their status as minority and women business enterprises, in lieu of an independent investigation.

3.15 PROGRAM BENEFICIARIES

As defined by Florida Statute Section 420.9071-420.9079 and the Collier County Local Housing Assistance Plan (LHAP), 100 percent of the beneficiaries receiving SHIP funding through this Agreement must meet the requirement to be at or below 120 percent of the Area Median Income (AMI), as published by HUD. Additionally, the SHIP program requires the SPONSOR to meet specific income set-asides, which are described in Exhibit B. Income eligibility of tenants will be validated by supporting documentation during interim monitoring and at closeout.

3.16 AFFIRMATIVE ACTION PLAN

The SPONSOR agrees that it is committed to carry out an Affirmative Action Program, pursuant to the COUNTY's specifications, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The SPONSOR shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. If the Affirmative Action Program is updated during the period of performance of this Agreement, the updated plan must be submitted to the COUNTY within 60 days of any update/modification.

3.17 PROHIBITED ACTIVITY

The SPONSOR, or personnel employed in the administration of the program, are prohibited from using funds provided herein, for political activities, sectarian or religious activities, lobbying, political patronage, and/or nepotism activities.

3.18 CONFLICT OF INTEREST

The SPONSOR covenants that no person under its employ, who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the Project area or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement. SPONSOR also covenants it will not employ or subcontract any person having any conflict of interest. SPONSOR agrees that it will comply with all provisions of "Conflict of Interest," per Florida Statute 287.057 and any additional State and County statutes, regulations, ordinances, or resolutions governing conflicts of interest.

The SPONSOR will notify the COUNTY, in writing, and seek COUNTY approval prior to entering into any contract with an entity owned in whole or in part by a covered person or an entity owned or controlled, in whole or in part, by the SPONSOR. The COUNTY may review the proposed contract to ensure that the contractor is qualified, and costs are reasonable. Approval of an identity of interest contract will be at the COUNTY's sole discretion. This provision is not intended to limit SPONSOR's ability to self-manage the Project using its own employees.

Any possible conflict of interest on the part of the SPONSOR, its employees, or its contractors shall be disclosed in writing to CHS provided, however that this paragraph shall be interpreted

in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low- and moderate-income residents of the project target areas.

3.19 CONDITIONS FOR RELIGIOUS ORGANIZATIONS

State funds may be used by religious organizations or on property owned by religious organizations only in accordance with requirements set forth in Florida Statue, Chapter 196.011. The SPONSOR shall comply with First Amendment Church/State principles as follows:

A. It will not discriminate against any employee or applicant for employment based on religion and will not limit or give preference in employment to persons based on religion.

B. It will not discriminate against any person applying for public services based on religion and will not limit such services or give preference to persons based on religion.

C. It will retain its independence from Federal, State, and Local governments and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided it does not use direct State funds to support any inherently religious activities, such as worship, religious instruction, or proselytizing.

D. The funds shall not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, SHIP funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to SHIP funds in this part. Sanctuaries, chapels, or other rooms that a SHIP funded religious congregation uses as its principal place of worship, however, are ineligible for SHIP funded improvements.

3.20 INCIDENT REPORTING

If services to clients are to be provided under this Agreement, SPONSOR and any subcontractors shall report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled person to the COUNTY.

3.21 ENFORCEMENT OF AGREEMENT

The benefits of this Agreement shall inure to and may be enforced by the COUNTY for the duration of the Agreement, whether or not the COUNTY shall continue to be the holder of the Mortgage; whether or not the Project loan may be paid in full; and whether or not any bonds issued for the purpose of providing funds for the project are outstanding. SPONSOR warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof; and that, in any event, the requirements of this Agreement

are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith. However, this shall not preclude the COUNTY from subordinating its loan to construction financing.

3.22 SEVERABILITY

Should any provision of the Agreement be determined to be unenforceable or invalid, such a determination shall not affect the validity or enforceability of any other section or part thereof.

3.23 COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyright or patent materials, the SPONSOR may copyright or patent such, but Collier County and the State of Florida reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use such materials and to authorize others to do so.

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PART IV
GENERAL PROVISIONS

4.1 Sections 420.907-420.9079, Florida Statutes, and Rule 67-37 Florida Administrative Code as amended- All the regulations regarding the SHIP program
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0420/0420.html
https://www.flrules.org/gateway/ChapterHome.asp?Chapter=67-37

4.2 Fair Housing Act (42 U.S.C. 3601-20) Reasonable Accommodations Under the Fair Housing Act. https://www.hud.gov/sites/documents/DOC_7771.PDF
https://www.justice.gov/crt/fair-housing-act-1
Executive Order 11063 – Equal Opportunity in Housing https://www.archives.gov/federal-register/codification/executive-order/11063.html
Executive Order 11259 - Leadership & Coordination of Fair Housing in Federal Programs
https://www.archives.gov/federal-register/codification/executive-order/12259.html
24 CFR Part 107 - Non- Discrimination and Equal Opportunity in Housing under E.O.
https://www.law.cornell.edu/cfr/text/24/part-107

Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended https://www.hud.gov/programdescription/title6

4.3 Executive Order 11246 ("Equal Employment Opportunity"), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds and as supplemented in Department of Labor regulations. EO 11246:
https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended
EO 11375 and 12086: see item #8 below

4.4 In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, SPONSOR shall cause or require a covenant running with the land to be inserted in the deed or lease of such transfer, prohibiting discrimination herein as defined, in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. SPONSOR, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4.5 Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, et. seq. SPONSOR will, in all solicitations or advertisements for employees placed by or on behalf of SPONSOR, state that it is an Equal Opportunity or Affirmative Action employer.
Title VII of the Civil Rights Act of 1964 | U.S. Equal Employment Opportunity Commission (eeoc.gov)

4.6 SPONSOR shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to SPONSOR from CHS under this Agreement may be assigned to a bank, trust company,

or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to CHS.

4.7 Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.
Age Discrimination Act of 1975
https://www.law.cornell.edu/uscode/text/42/chapter-76
11246: https://www.dol.gov/ofccp/regs/statutes/eo11246.htm
11375: Amended by EO 11478
11478: https://www.archives.gov/federal-register/codification/executive-order/11478.html
12107: https://www.archives.gov/federal-register/codification/executive-order/12107.html
12086: https://www.archives.gov/federal-register/codification/executive-order/12086.html

4.8 Immigration Reform and Control Act of 1986
S.1200 - 99th Congress (1985-1986): Immigration Reform and Control Act of 1986 | Congress.gov | Library of Congress

4.9 Proof of Lawful Presence. SPONSOR acknowledges that the COUNTY's funds are a "public benefit." As such, the SPONSOR shall ensure compliance by performing the required verifications. Specifically, when required the SPONSOR shall ensure that:

a. if the public benefit provided by the funds flows directly to a natural person (i.e., not a corporation, partnership, or other legally created entity) 18 years of age or older, he/she must do the following:

(i) complete an affidavit stating he/she is an alien lawfully present in the United States.

(ii) attach a photocopy of the front and back of one of the following forms of identification: a valid Florida driver's license or Florida identification card; a United States military card or military dependent's identification card; a United States Coast Guard Merchant Mariner identification card; or a Native American tribal document.

b. If an individual applying for the benefits identified herein executes the affidavit stating that he/she is an alien lawfully present in the United States, SPONSOR shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event SPONSOR determines through such verification process that the individual is not an alien lawfully present in the United States, the SPONSOR shall not provide benefits to such individual with the COUNTY's funds.

4.10 Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b) (5), 24 CFR 570.614 Subpart K.
Section 504: https://www.epa.gov/ocr
29 USC 776: https://law.onecle.com/uscode/29/776.html
24 CFR 570.614: https://www.law.cornell.edu/cfr/text/24/570.614

4.11 The Americans with Disabilities Act of 1990:
https://www.hug.gov/program_offices/fair_housing_equal_opp

Americans with Disabilities Act of 1990, As Amended | ADA.gov

4.12 Arrest and Conviction Records: Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. SPONSOR agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf for more details.

4.13 False Claim; Criminal, or Civil Violation: SPONSOR must promptly refer to COUNTY any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds

4.14 Political Activities Prohibited: None of the Funds provided directly or indirectly under this Agreement shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this Agreement nor any Funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

4.15 Prohibition of Gifts to COUNTY Employees - No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any COUNTY employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.
Florida Statutes-
https://www.lawserver.com/law/state/florida/statutes/florida_statutes_chapter_112_part_iii

Collier County-
http://www.colliergov.net/home/showdocument?id=35137

4.16 Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except that the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.

4.17 Venue - Any suit of action brought by either party to this Agreement against the other party, relating to or arising out of this Agreement, must be brought in the appropriate federal or state courts, in Collier County, FL which courts have sole jurisdiction on all such matters. (No reference required for this item).

4.18 Dispute Resolution - Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to

resolve any such disputes by negotiation. Any situations when negotiations, litigation, and/or mediation shall be attended by representatives of SPONSOR with full decision-making authority and by COUNTY'S staff person who would make the presentation of any settlement reached during negotiations to COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Florida Statutes. The litigation arising out of this Agreement shall be adjudicated in Collier County, Florida, if in state court; and the US District Court, Middle District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, COLLIER COUNTY AND THE SPONSOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.
https://www.flsenate.gov/Laws/Statutes/2012/44.102

4.19 As provided in § 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the SPONSOR certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof.
This notice is required by § 287.133 (3) (a), Florida Statutes.
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0287/Sections/0287.133.html

4.20 Florida Statutes section 448.095 Employment Eligibility. Per Florida Statute 448.095(3), all Florida private employers are required to verify employment eligibility for all new hires beginning January 1, 2021. Eligibility determination is not required for continuing employees hired prior to January 1, 2021.
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0448/0448.html

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the SUBRECIPIENT shall participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Non-confirmation" or a "Final Non-confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

4.21 Florida Statutes section 713.20, Part 1, Construction Liens
Statutes & Constitution :View Statutes : Online Sunshine (state.fl.us)

4.22 Florida Statutes section 119.021 Records Retention
Statutes & Constitution :View Statutes : Online Sunshine (state.fl.us)

4.23 Florida Statutes section 119.071, Contracts and Public Records
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.071.html

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between COUNTY and SPONSOR for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and SPONSOR with respect to this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:

CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only

Dated: June 26, 2024

(SEAL)

AS TO THE COUNTY:

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, CHAIRMAN

Date: 6/25/2024

WITNESSES:

_____
Witness #1 Signature

Alexandra Ruiz
Witness #1 Printed Name

_____
Witness #2 Signature

Nancy Parra
Witness #2 Printed Name

Approved as to form and legality:

_____
[redacted] Jeffrey A. Klatzkow
Assistant County Attorney

Date: 6/13/24

AS TO THE SUBRECIPIENT:

COLLIER COUNTY HOUSING AUTHORITY

By: _____
ANGELA A WHEELER EDISON
INTERIM EXECUTIVE DIRECTOR

Date: 6/14/24

[Please provide Evidence of Signing Authority]

EXHIBIT A
INSURANCE REQUIREMENTS

The SPONSOR shall furnish to Collier County, c/o Community and Human Services Division, 3339 E. Tamiami Trail, Suite 211, Naples, Florida 34112, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Workers' Compensation as required by Chapter 440, Florida Statutes.

2. Commercial General Liability, including products and completed operations insurance, in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, in an amount not less than $1,000,000 combined single limit for combined Bodily Injury and Property Damage.

DESIGN STAGE (IF APPLICABLE)
In addition to the insurance required in 1 – 3 above, a Certificate of Insurance must be provided as follows:

4. Professional Liability Insurance, in the name of the SPONSOR or the licensed design professional employed by the SPONSOR, in an amount not less than $1,000,000 per occurrence/$1,000,000 aggregate providing for all sums which the SPONSOR and/or the design professional shall become legally obligated to pay as damages for claims arising out of the services performed by the SPONSOR or any person employed by the SPONSOR in connection with this Agreement. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued.

CONSTRUCTION PHASE (IF APPLICABLE)
In addition to the insurance required in 1 – 4 above, the SPONSOR shall provide, or cause its Subcontractors to provide, original certificates indicating the following types of insurance coverage prior to any construction:

5. Completed Value Builder's Risk Insurance on an "All Risk" basis, in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Collier County and the SPONSOR.

6. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SPONSOR shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained, as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

OPERATION/MANAGEMENT PHASE (IF APPLICABLE)
After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the loan and/or Agreement:

7. Workers' Compensation as required by Chapter 440, Florida Statutes.

8. Commercial General Liability including products and completed operations insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.

9. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $1,000,000 combined single limit for combined Bodily Injury and Property Damage.

10. Property Insurance coverage on an "All Risk" basis, in an amount not less than one hundred (100%) of the replacement cost of the property. Collier County must be shown as a Loss payee, with respect to this coverage A.T.I.M.A.

11. Flood Insurance coverage for those properties found to be within a flood hazard zone, for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy must show Collier County as a Loss Payee A.T.I.M.A.

EXHIBIT B
RENTAL REHABILITATION PROJECT REQUIREMENTS

The Project will rehabilitate existing affordable residential rental housing in accordance with the SHIP Program and Collier County LHAP FY2022-2025. SPONSOR shall perform the following activity under this Agreement:

a) Rehabilitate existing rental property.

1) Affordability of SHIP-Assisted Units: For the duration of the Affordability Period (30 years), as defined in the Note and Mortgage/Land Use Restriction Agreement (LURA) of even date, a minimum of 16) units and a maximum of $30,000.00 per unit in the Project shall be SHIP-Assisted units.

All SHIP-Assisted units in the Project shall be fixed and rented, or held available for rental, on a continuous basis to persons or families who at the commencement of occupancy shall have a verified annual income that does not exceed 80 percent of the Area Median Income (AMI), as defined by the Department of Housing and Urban Development (HUD). Rents on these units shall be restricted to SHIP Program rent limits. Maximum eligible income and rent limits are revised annually and are available from the COUNTY.

The SPONSOR covenants that **a minimum of seventeen (16) units** will be rented to income-eligible tenants, as defined by HUD. All units carry rent and occupancy restrictions until **June 30, 2056, which remain in force regardless of transfer of ownership and shall be in accordance with the LURA (incorporated by reference) and Section 1.6 of this Agreement**. SHIP-Assisted units shall be reserved for and rented to households that qualify for the following:

SHIP-Assisted Units According to Income Limits

Income Limits	Number SHIP-Assisted Units
80% or below AMI	16
Total Units (Minimum)	16

This Agreement incorporates, by reference, terms and conditions described in the Mortgage and Note of even date, and any other agreements enforcing the SHIP requirements associated with said Mortgage and Note. The Project budget is **(FIVE HUNDRED TWENTY-FIVE THOUSAND TWENTY DOLLARS AND ZERO CENTS ($500,000.00)** and is provided by the COUNTY through the SHIP PROGRAM. Project construction will commence and be completed as defined and set forth in the affordable housing development schedule, incorporated by reference. In no event will rehabilitation commence later than 120 days from the date of this Agreement. Rehabilitation will progress in accordance with the construction schedule submitted by the SPONSOR to obtain financing.

2) Compliance: The SPONSOR shall determine and verify the income eligibility of tenants for the Project in accordance with HUD Section 8 housing assistance programs in 24 CFR Part 5. Income shall be calculated by annualizing verified sources of income for the household, as

the amount of income to be received during the 12 months following the effective date of the determination. The Annual Gross Income, as defined in Section 420.9071(4), Florida Statutes, must be used to determine eligibility, and the SHIP Program income limits cannot be exceeded. The SPONSOR shall maintain complete and accurate income records pertaining to each tenant occupying a SHIP-assisted unit. Onsite inspections will be conducted annually, upon reasonable prior written notice, to verify compliance with tenant income, rents, and minimum property standards as stated in Section 420.907-420.9079, Florida Statutes and Rule 67-37, Florida Administrative Code, as they may be amended from time to time.

3) Restriction on Use: The SPONSOR is required to comply with all applicable program requirements of the SHIP Program, including but not limited to Section 420.907-420.9079, Florida Statutes and Rule 67-37, Florida Administrative Code. Any or all of these regulations may, but are not required to be, specifically set forth in any additional loan documents executed in connection with the Loan. The SPONSOR shall include such language as the COUNTY may require in any agreements with potential tenants of the Project, or any portion, thereof to evidence such requirements.

4) Default of Subordinate Mortgage: The Subordinate Mortgage and Note shall provide that a default shall occur if:

   A. Sale; if proceeds are not sufficient to pay off the mortgage note, the property owner (not-for-profit or for-profit) may contact the COUNTY regarding a settlement amount of the SHIP loan.

   B. Title transfer; either voluntarily or by operation of law, divested of title by judicial sale, levy, or other proceedings, including foreclosure or Deed in Lieu.

   C. Refinance; a refinance of the first mortgage may be approved without repayment if the request is submitted in writing and the refinance is at a lower fixed rate with no cash out, in accordance with the "Subordination Policy."

   D. Property will no longer serve the intended target population.

   E. Repayment of the loan is required in full when any of the aforementioned conditions is met.

   Other defaults that may trigger repayment, if not cured within any applicable cure or notice period following a monitoring:

   F. Lack of SPONSOR compliance with the State statutes or County Codes, which is corrected within thirty (30) days of written notice from the COUNTY.

   G. SPONSOR has not begun to offer at least seventeen (16) affordable rental housing units to very low and/or low-income families and individuals, in accordance with the provisions of Part 1 of Exhibit B on or before, June 30, 2026.

   H. SPONSOR abandons, and/or ceases to use the Property as affordable rental housing to tenants, without the prior written approval of the COUNTY.

Subject to the rights of USDA Rural Development as First Mortgagee and Florida Housing as Second Mortgagee, the outstanding Loan balance shall become due and payable upon default of this Agreement, the Mortgage, or Note if not cured within any applicable cure or notice period.

5) Assurance of Public Purpose: The SPONSOR covenants that if it is unable or unwilling to develop the property in accordance with the terms and conditions incorporated herein, no lease, sale, or title transfer to any third party shall occur prior to giving the COUNTY a 90-day notification. The COUNTY shall have the right, solely at the COUNTY's discretion, to purchase or find another SPONSOR to purchase the Project and carry out the eligible activities of the Program, for an amount not to exceed the amount of funds provided by the COUNTY through the SHIP Program.

6) Affirmative Marketing: SPONSOR shall adopt appropriate procedures for affirmatively marketing the SHIP-assisted units. Affirmative marketing consists of good faith efforts to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market area to the available housing. The SPONSOR shall be required to use affirmative fair housing marketing practices in soliciting renters, determining eligibility, concluding transactions, and affirmatively further fair housing efforts. The SPONSOR must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection upon request by the COUNTY. The SPONSOR must provide a description of intended actions that will inform and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing. The SPONSOR must provide the COUNTY with an assessment of the affirmative marketing program. Assessment must include: a) methods used to inform the public and potential renters about federal fair housing laws and affirmative marketing policy, b) methods used to inform and solicit applications from persons in the housing market who are not likely to apply without special outreach; c) records describing actions taken by the participating entity and/or owner to affirmatively market units; and d) records to assess the results of these actions.

7) Tenant Leases and Protections: Tenants applying for rental housing units shall be qualified on a first-qualified, first-served basis. Tenants must be income-eligible and must occupy the rental unit as a primary residence. The SPONSOR shall comply with the provisions of the Florida Landlord Tenant Act defined in Chapter 83 Part II of the Florida Statutes, SHIP Program, and COUNTY requirements, which prohibit certain lease terms. All tenant leases for assisted units shall be expressly subordinate to the Mortgage and shall contain clauses, among others, wherein each individual lessee:

   A. Agrees that the household income, household composition, and other eligibility requirements shall be deemed substantial and material obligations of the tenancy; that the tenant will comply promptly with all requests for information with respect thereto from the SPONSOR or the COUNTY; and that tenant's failure to provide accurate information about household income or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his/her tenancy; and

B. Agrees not to sublease to any person or family who does not meet income qualifications as determined, verified, and certified by the SPONSOR; and

C. States that the rental unit is the primary residence of the tenant; and

D. Agrees that the lease shall be for a one-year period, unless other terms are mutually agreed upon by the SPONSOR and tenant.

8) Project Requirements: SPONSOR agrees not to undertake any activity that may adversely affect historic or environmental sensitivity of the site, and to mitigate any findings identified in an environmental assessment. The SPONSOR agrees that if the Project is located in a Designated Flood Zone, all government requirements for construction in a flood zone shall be satisfied.

Within 60 days of Agreement execution, the SPONSOR shall develop and submit to CHS a rehabilitation schedule to include the following:

TENTATIVE SCHEDULE (Not a Condition of Payment)

Bid Solicitation (HVAC and Exterior Window bids to be awarded due to type of rehabilitation work to be performed)	August 30, 2024
Initial Plans and Permitting Approvals	September 30, 2024
Work Commenced	October 15, 2024
Construction Completion	May 30, 2026

Project rehabilitation will commence and be completed in accordance with the schedule submitted and in no event will rehabilitation commence later than 120 days from the date of this Agreement, nor will the Project be completed later than 24 months from the execution date of this Agreement.

Further, "project completion date" will mean issuance of all certificates of occupancy and completion of initial lease-up.

9) Property Standards: The SPONSOR attests that the Project will meet the standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances at the time of project completion and throughout the duration of the affordability period. The Project will also meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, and the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

In accordance with the Local Housing Assistance Plan, a sponsor shall follow each SHIP Program strategy requirement below:

Energy Efficient Best Practices: Section 420.9075(3)(d), Florida Statutes defines Energy Efficient Best Practices as: Innovative design, green building principles, storm resistant

construction, or other elements that reduce long term costs relating to maintenance, utilities, or insurance.

Collier County requires the use or inclusion, when appropriate, of the following: energy star appliances; low-E windows; additional insulation (for increased R-value); ceramic tile; tank-less water heater; 14 and 15 SEER air conditioning units; stucco; florescent light bulbs; and impact resistant windows and doors.

10) Property Management: The COUNTY reserves the right to require SPONSOR to enter into a contract with a COUNTY approved property management firm for professional management services of the Property, to provide leasing, collection of rents, maintenance and repair of Property, and other property management tasks as the COUNTY may require. Such contract shall stipulate that the contract will not be amended or terminated without prior written consent of the COUNTY.

EXHIBIT C
Budget Narrative
Rental Rehabilitation Program

The total SHIP allocation to the SPONSOR for the Rental Rehabilitation Program shall not exceed **FIVE HUNDRED TWENTY-FIVE THOUSAND TWENTY DOLLARS ($525,020.00).**

Sources for these funds are as follows:

Fiscal Year	Rental Development	Total
2022-2023	$345,020.00	$345,020.00
2023-2024	$180,000.00	$154,980.00
Total Funds	**$525,020.00**	**$500,000.00**

Funds shall be disbursed in the following manner for the following uses:

1. Rehabilitation expenditure shall not exceed $500,000.00.
2. SPONSOR shall provide proof of payment equal the expenses.

EXHIBIT D
COLLIER COUNTY COMMUNITY & HUMAN SERVICES

SECTION I: REQUEST FOR PAYMENT

SPONSOR Name: Collier County Housing Authority

SPONSOR Address: 1800 Farm Worker Way, Immokalee, FL 34142

Project Name: Rental Rehabilitation-HVAC and Exterior Windows

Project No: SHRR23-001 Payment Request #

Total Payment Minus Retainage $_____

Period of Availability: June 25, 2024 _ through June 30, 2026

Period for which the SPONSOR has incurred the indebtedness _____ through _____

SECTION II: STATUS OF FUNDS

	Sponsor	CHS Approved
1. Grant Amount Awarded	$	$
2. Total Amount of Previous Requests	$	$
3. Amount of Today's Request (Net of Retainage, if applicable)	$	$
4. Current Grant Balance (Initial Grant Amount Award request) (includes Retainage)	$	$

I certify that this request for payment has been made in accordance with the terms and conditions of the Agreement between the COUNTY and us as the SPONSOR. To the best of my knowledge and belief, all grant requirements have been followed.

_____ _____
Signature Date

_____
Title

_____ _____
Authorizing Grant Coordinator Authorizing Grant Accountant

_____ _____
Supervisor (Approval required below $14,999) Division Director (Approval Required above $15,000)

EXHIBIT E
QUARTERLY PROGRESS REPORT

Complete form for preceding quarter and submit to Community and Human Services staff by the 10th of the following quarterly month.

Status Report for the Quarter Ending: _____ Submittal Date: _____

Project Name: _____ Project Number: _____

SPONSOR: _____

Contact Person: _____

Telephone: _____ Fax: _____ E-mail: _____

PROPERTY UNIT DATA	
Number of units under rehab this period	
Number of units completed this period	
Number of units completed to date	
EXPENDITURE DATA	
Amount of funds expended this period	
Amount of funds expended to date	
New Contracts executed this period	

Name of Contractor	Address	Amount of Contract
INCOME DATA		
Client	Income Category	Income Amount

What events/actions are scheduled for the next month?

Identify any issues that may cause delay in meeting scheduled expenditure deadline dates.

_____ Date _____
Signature

EXHIBIT F
ANNUAL AUDIT MONITORING REPORT

Circular 2 CFR Part 200.331 requires Collier County to monitor subrecipients of federal awards to determine if subrecipients are compliant with established audit requirements (Subpart F). Accordingly, Collier County requires that all appropriate documentation is provided regarding your organization's compliance. In determining Federal awards expended in a fiscal year, the entity must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including any Federal award provided by Collier County. The determination of amounts of Federal awards expended shall be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. This form may be used to monitor Florida Single Audit Act (Statute 215.97) requirements.

Subrecipient Name	
First Date of Fiscal Year (MM/DD/YY)	**Last Date of Fiscal Year (MM/DD/YY)**
Total Federal Financial Assistance Expended during most recently completed Fiscal Year	**Total State Financial Assistance Expended during most recently completed Fiscal Year**
$	**$**

Check A. or B. Check C if applicable

☐	A. The federal/state expenditure threshold for our fiscal year ending as indicated above has been met and a Single Audit as required by 2 CFR Part 200, Subpart F has been completed or will be completed by _____. Copies of the audit report and management letter are attached or will be provided within 30 days of completion.
☐	B. We are not subject to the requirements of OMB 2 CFR Part 200, Subpart F because we: ☐ Did not exceed the expenditure threshold for the fiscal year indicated above ☐ Are a for-profit organization ☐ Are exempt for other reasons – explain_____ An audited financial statement is attached and if applicable, the independent auditor's management letter.
☐	C. Findings were noted, a current Status Update of the responses and corrective action plan is included separate from the written response provided within the audit report. While we understand that the audit report contains a written response to the finding(s), we are requesting an updated status of the corrective action(s) being taken. Please do not provide just a copy of the written response from your audit report, unless it includes details of the actions, procedures, policies, etc. implemented and when it was or will be implemented.

Certification Statement

I hereby certify that the above information is true and accurate.

Signature	**Date**
Print Name and Title	

06/18

Executive Summary

Recommendation to approve and authorize the Chairman to sign thirty (30) mortgage satisfactions for the State Housing Initiatives Partnership loan program in the amount of $145,000.00. (SHIP Grant Fund 1053)

OBJECTIVE: To support the County's strategic initiative of quality of place through home ownership and/or rehabilitation assistance programs funded by the State Housing Initiatives Partnership (SHIP).

CONSIDERATIONS: The State Housing Initiatives Partnership Program (SHIP), a state affordable housing program, offers assistance to first-time homebuyers for use toward a portion of the required down payment and emergency repairs to the newly acquired home, or rehabilitation assistance to homeowners for rehabilitation to their homesteaded property. As a condition of the below rehabilitation award, the homeowner must repay the assistance provided upon sale before the end of the affordability term, refinance or loss of homestead exemption. If all conditions of the loan are met, one-third of the loan will be forgiven in five-year increments so that at the end of the fifteenth (15) year the loan is fully forgiven.

The following table provides details regarding the associated mortgages that have met the affordability period or were paid off. As such, satisfactions of mortgage are required.

File #	Name	Reason for Payoff	Public Record	Mortgage or Mortgage Modification Amount	Payment Amount	Countywide Impact Fee Y/N
04-103	Andre Jean and Willia Attilis	Affordability period met	OR 3599 PG 0040	$2,500.00	$0.00	**N** **
02-109	Luis Perez Rodriguez and Gillermina Perez	Affordability period met	OR 2953 PG 0525	$5,000.00	$0.00	**N**
02-104	Julio Figueroa and Gloria A. Figueroa	Affordability period met	OR 2962 PG 1596	$5,000.00	$0.00	**N** *
01-287	Pedro Salinas	Affordability period met	OR 2847 PG 0907	$2,500.00	$0.00	**N** *
01-288	Catherine George	Affordability period met	OR 2852 PG 0800	$2,500.00	$0.00	**N** *
02-105	Refugio Perez and Olivia Perez	Affordability period met	OR 2962 PG 1693	$5,000.00	$0.00	**N** *
02-113	Daniel DeLeon Castro and Maria DeLeon	Affordability period met	OR 2957 PG 2789	$5,000.00	$0.00	**N**
01-223	Jesus Garcia and Guadalupe Garcia	Payoff received***	OR 2815 PG 0857	$5,000.00	$3,068.69	**N**
03-194	William Willien and Sonia Willien	Affordability period met	OR 3327 PG 1936	$5,000.00	$0.00	**N** *
03-302	Miguel Galvan and Margarita Galvan	Affordability period met	OR 3337 PG 0332	$5,000.00	$0.00	**N** *
03-212	Sergio G. Villagomez and Esther L. Villagomez	Affordability period met	OR 3328 PG 1204	$5,000.00	$0.00	**N** *
03-215	Jaime Mandujano and Adelaida Mandujano	Affordability period met	OR 3328 PG 1187	$5,000.00	$0.00	**N** *
03-218	J. Cruz Villegas and	Affordability period met	OR 3426	$5,000.00	$0.00	**N** *

	Maria Villegas		PG 2768			
03-213	Guadalupe Renteria and Yolanda G. Ramirez	Affordability period met	OR 3328 PG 0619	$5,000.00	$0.00	**N ***
04-034	Debra A. Gadsden	Affordability period met	OR 3421 PG 1291	$5,000.00	$0.00	**N ****
04-042R	Lesvia Martinez	Affordability period met	OR 3669 PG 0104	$15,000.00	$0.00	**N**
03-022	Emmanuel Excellent and Rachelle Excellent	Affordability period met	OR 3106 PG 0437	$2,500.00	$0.00	**N ***
04-020	Mario Almanza and Maria G. Serrato	Affordability period met	OR 3450 PG 2390	$5,000.00	$0.00	**N ***
04-021	Martin A. Munoz and Martha C. Acosta	Affordability period met	OR 3439 PG 2293	$5,000.00	$0.00	**N ***
04-026	SchumannTheodat and Judith Anilus	Affordability period met	OR 3426 PG 2181	$2,500.00	$0.00	**N ***
04-033	Juan S. Lopez and Maria L. Lopez	Affordability period met	OR 3435 PG 2495	$5,000.00	$0.00	**N ***
04-023	Jorge A. Calzada and Ana Esquijarosa	Affordability period met	OR 3476 PG 0805	$5,000.00	$0.00	**N ***
03-147	Antonio Lora and Sebastiana Lora	Affordability period met	OR 3233 PG 2207	$2,500.00	$0.00	**N ***
03-136	Jaime E. Fonseca and Flor Alba Sotelo	Affordability period met	OR 3237 PG 0333	$5,000.00	$0.00	**N ***
03-137	Serafin A. Estrada and Susel Brao N/K/A Susel Estrada	Affordability period met	OR 3245 PG 1539	$5,000.00	$0.00	**N ***
04-073	Mike Lora and Gabriela Lora	Affordability period met	OR 3521 PG 1931	$2,500.00	$0.00	**N ****
04-146	Manel Viaud and Marie Viaud	Affordability period met	OR 3614 PG 0750	$2,500.00	$0.00	**N ****
03-047R	Moncerrate Sanabria ****	Deceased/Affordability period met	OR 3273 PG 3229	$15,000.00	$0.00	**N**
03-011	Manuel M. Castro and Josefina C. Castro	Affordability period met	OR 3112 PG 2207	$2,500.00	$0.00	**N ***
00-325	Vinet Sanon and Aliana Sanon	Affordability period met	OR 2643 PG 1967	$2,500.00	$0.00	**N ***
			Total	**$145,000.00**	**$3,068.69**	

*The above property owners received SHIP Impact Fee Wavers through the Developer (Habitat for Humanity of Collier County, Inc.) that met the 15-year affordability period, and the lien was released.

** The above property owners received SHIP Impact Fee Waivers that met the 15-year affordability period, and the lien was released.

***Payoff received and funds recognized in 2005 (Check # xxx882, Transaction # 572809, Payment Slip HS 150432).

**** At the homeowner's request, her relative was added to the deed for estate purposes.

Approval of this item will authorize the Chairman to sign the aforementioned mortgage satisfactions and the executed

document shall be recorded in the Public Records of Collier County, Florida.

FISCAL IMPACT: The repayment $3,068.69 was previously recognized in the year the funds were paid. There is no new fiscal impact. The $10 recording fee for the thirty satisfactions of mortgage will be paid from the SHIP Grant Fund (1053), Project 33807.

GROWTH MANAGEMENT IMPACT: There is no growth management impact.

LEGAL CONSIDERATIONS: This item is approved for form and legality and requires a majority vote for Board approval.-SA

RECOMMENDATIONS: To approve and authorize the Chairman to sign thirty (30) mortgage satisfactions for the State Housing Initiatives Partnership loan program in the amount of $145,000.00. (SHIP Grant Fund 1053)

PREPARED BY: Michelle Rubbo, Grants Support Specialist II, Community and Human Services Division

ATTACHMENTS:
1. 1.14.25 (1) Stamped SOMs
2. SHIP SOMS 1.14.25 (1) BACKUP

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Andre Jean and Willia Attilis to COLLIER COUNTY, dated 6/30/2004 and recorded on 7/2/2004 in Official Records Book 3599 Page 0040 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA
12/16/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Luis Perez Rodriguez and Gillermina Perez to COLLIER COUNTY, dated 12/20/2001 and recorded on 12/28/2001 in Official Records Book 2953 Page 0525 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASISTANT COUNTY ATTORNEY

12/6/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Julio Figueroa and Gloria A. Figueroa to COLLIER COUNTY, dated 1/3/2002 and recorded on 1/14/2002 in Official Records Book 2962 Page 1596 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA 11/6/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Pedro Salinas to COLLIER COUNTY, dated 6/15/2001 and recorded on 6/22/2001 in Official Records Book 2847 Page 0907 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA 12/6/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Catherine George to COLLIER COUNTY, dated 6/15/2001 and recorded on 7/2/2001 in Official Records Book 2852 Page 0800 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/6/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
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OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/16/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

CAO
12/16/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Jesus Garcia and Guadalupe Garcia to COLLIER COUNTY, dated 4/20/2001 and recorded on 4/30/2001 in Official Records Book 2815 Page 0857 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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ASSISTANT COUNTY ATTORNEY

SA 12/16/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by William Willien and Sonia Willien to COLLIER COUNTY, dated 6/16/2003 and recorded on 6/27/2003 in Official Records Book 3327 Page 1936 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA 12/6/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Miguel Galvan and Margarita Galvan to COLLIER COUNTY, dated 6/16/2003 and recorded on 7/10/2003 in Official Records Book 3337 Page 0332 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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, DEPUTY CLERK

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OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA 12/6/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SAA
12/6/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Jaime Mandujano and Adelaida Mandujano to COLLIER COUNTY, dated 6/19/2003 and recorded on 6/30/2003 in Official Records Book 3328 Page 1187 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA 12/16/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/16/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA
mlenck

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Debra A. Gadsden to COLLIER COUNTY, dated 10/3/2003 and recorded on 10/14/2003 in Official Records Book 3421 Page 1291 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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By:_____
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BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Lesvia Martinez to COLLIER COUNTY, dated 10/20/2004 and recorded on 10/28/2004 in Official Records Book 3669 Page 0104 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $15,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/6/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Emmanuel Excellent and Rachelle Excellent to COLLIER COUNTY, dated 8/30/2002 and recorded on 9/9/2002 in Official Records Book 3106 Page 0437 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA 12/6/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Mario Almanza and Maria G. Serrato to COLLIER COUNTY, dated 10/10/2003 and recorded on 11/25/2003 in Official Records Book 3450 Page 2390 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Martin A. Munoz and Martha C. Acosta to COLLIER COUNTY, dated 10/24/2003 and recorded on 11/7/2003 in Official Records Book 3439 Page 2293 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/16/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Schumann Theodat and Judith Anilus to COLLIER COUNTY, dated 10/10/2003 and recorded on 10/21/2003 in Official Records Book 3426 Page 2181 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/16/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Juan S. Lopez and Maria L. Lopez to COLLIER COUNTY, dated 10/10/2003 and recorded on 11/3/2003 in Official Records Book 3435 Page 2495 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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CRYSTAL K. KINZEL, CLERK

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BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SAA 12/16/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Jorge A. Calzada and Ana Esquijarosa to COLLIER COUNTY, dated 11/16/2003 and recorded on 12/31/2003 in Official Records Book 3476 Page 0805 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SAA 12/16/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Antonio Lora and Sebastiana Lora to COLLIER COUNTY, dated 2/28/2003 and recorded on 3/6/2003 in Official Records Book 3233 Page 2207 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/16/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Jaime E. Fonseca and Flor Alba Sotelo to COLLIER COUNTY, dated 2/27/2003 and recorded on 3/11/2003 in Official Records Book 3237 Page 0333 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/16/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Serafin A. Estrada and Susel Brao NKA Susel Estrada to COLLIER COUNTY, dated 2/27/2003 and recorded on 3/21/2003 in Official Records Book 3245 Page 1539 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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CRYSTAL K. KINZEL, CLERK

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, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SAA 12/10/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Mike Lora and Gabriela Lora to COLLIER COUNTY, dated 3/11/2004 and recorded on 3/16/2004 in Official Records Book 3521 Page 1931 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Manel Viaud and Marie Viaud to COLLIER COUNTY, dated 7/22/2004 and recorded on 7/27/2004 in Official Records Book 3614 Page 0750 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

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CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SA 12/10/24

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Moncerrate Sanabria to COLLIER COUNTY, dated 4/16/2003 and recorded on 4/25/2003 in Official Records Book 3273 Page 3229 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $15,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

12/10/24

CAO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Manuel M. Castro and Josefina C. Castro to COLLIER COUNTY, dated 8/30/2002 and recorded on 9/18/2002 in Official Records Book 3112 Page 2207 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

SAS 12/6/24

OVO

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Vinet Sanon and Aliana Sanon to COLLIER COUNTY, dated 2/18/2000 and recorded on 2/22/2000 in Official Records Book 2643 Page 1967 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

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ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

8C

3432974 OR: 3599 PG: 0040

Retn:
ISLAND TITLE GUARANTY AGENCY I RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
PICK UP 07/02/2004 at 09:11AM DWIGHT E. BROCK, CLERK

OBLD	2500.00
OBLI	2500.00
REC FEE	27.00
DOC-.35	8.75

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on April , 2004 The Second Mortgagor is:

Andre Jean & Willia Attilis, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 57, Hallendale, Collier County, Florida** and which has the address of:

("Property Address"): 2939 Andrews Avenue, Naples, Florida 34112

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage' and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

ISLAND TITLE GUARANTY AGENCY, INC.

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Arianne Funes

Signature:

Witness#2: Vanessa Coe

Signature: Vanessa Coe

Signature: Andre Jean
Borrower Andre Jean

Signature: Willie Attilis
Co- Borrower Willie Attilis

Address: 2939 Andrews Avenue
Naples, Florida 34112

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Andre Jean & Willie Attilis to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30 day of June 2004

My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name: WENDI RAE HEYDOLPH

Wendi Rae Heydolph
Commission # DD104337
Expires May 10, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

File#: 04-103

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

INSTR 6613968 OR 6415 PG 2593
RECORDED 11/19/2024 1:28 PM PAGES 1
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY FLORIDA
REC $10.00

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Andre Jean and Willia Attilis**, to COLLIER COUNTY, recorded on **04/13/2004** in Official Records **Book 3541, Page 3571** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$10,498.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 57, Hallandale Subdivision, according to the map or plat thereof recorded in Plat Book 4, Page 25, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on 11/12/24, Agenda Item Number 16.D. 8.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, CHAIRPERSON

Approved for form and legality:

_____
Carly Sanseverino
Assistant County Attorney

Retn:
INDEPENDENT TITLE OF NAPLES
PICK UP

2908316 OR: 2953 PG: 0525

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
12/28/2001 at 12:55PM DWIGHT B. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC*.35	17.50

RETURN TO INDEPENDENT TITLE OF NAPLES, INC.
File # 1785

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on December , 2001 The Second Mortgagor is:
Perez
Luis Perez Rodriguez and Gillermina Rodriguez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as Lot 10, Block 13, Naples Manor Lakes, Collier County, Florida and which has the address of:

("Property Address"): 5338 Trammel Street, Naples, Florida 34113

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Maria Elena Ramirez

Signature: [signature]

Witness#2: Deborah S. Davis

Signature: [signature]

Signature: [signature]
Borrower Luis Perez Rodriguez

Signature: [signature]
Co-Borrower Gillermina Rodriguez Perez

Address: 5338 Trammel Street
Naples, Florida 34113

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Luis Perez Rodriguez and Gillermina Rodriguez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of December, 20 01.

My Commission Expires:

(Seal)

[signature]
Notary Public's Signature

Deborah S. Davis
Notary's Printed Name

Deborah S Davis
My Commission DD065195
Expires October 16, 2005

File#: 02-109

Retn: ISLAND TITLE GUARANTY AGENCY PICK UP

2915859 OR: 2962 PG: 1596
I RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL 01/14/2002 at 07:22AM DWIGHT B. BROCK, CLERK

OBLD 5000.00
REC FEE 24.00
DOC-.35 17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on January ,2002. The Second Mortgagor is:

Julio & Gloria A. Figueroa, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S.$ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 31, Block 12, Naples Manor Lakes, Collier County, Florida** and which has the address of:

("Property Address"): 5337 Broward Street, Naples, Florida 34112

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____ Signature: _____
Borrower Julio Figueroa

Signature: _____

Witness#2: _____ Signature: _____
Co-Borrower Gloria A. Figueroa

Signature: _____

Address 5337 Broward Street
Naples, Florida 34113

COLLIER COUNTY FLORIDA
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Julio & Gloria A. Figueroa to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 13 day of January, 2002

My Commission Expires:

(Seal)

B. JEAN SMITH
COMMISSION # CC747954
EXPIRES AUG 01, 2002
BONDED THROUGH
ADVANTAGE NOTARY OF FLORIDA

Notary Public's Signature

Notary's Printed Name

File#: 02-104

PROMISSORY NOTE

OR: 2962 PG: 1599

January ,2002

Borrower: Julio Figueroa

5337 Broward Street	Naples	FL 34113
(Property Address)	(City)	(State)

1. **BORROWER(S) PROMISE TO PAY:** I/We promise to pay **Five Thousand Dollars** ($5,000.00) (this amount will be called "principal") to the order of Collier County or to any other holder of this Note (the "Lender"), whose address is 3050 Horseshoe Drive North, Suite 275, Naples, Florida 34104 . I/We understand that the Lender may transfer the Promissory Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. **INTEREST:** Interest on this Note shall be zero percent (0%) per annum; except that if I/We fail to pay this Note as required, the interest rate shall be twelve percent (12%) per annum from the date when payment of this Note is due until I/We pay it in full.

3. **PAYMENTS:** Principal payments shall be deferred for the term of the first mortgage loan or until sale of property, refinance, or loss of homestead exemption , the date the last payment is due on refinance or satisfy the first mortgage loan, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be U.S. $5,000.00 .

4. **BORROWER'S RIGHT TO PREPAY:** I/We have the right to make payments of principal at any time before they are due. A payment of principal only is know as a "prepayment". When I/We make a prepayment, I/we will tell the Note Holder in writing that I/we am doing so.

   I/We may make a full prepayment or partial prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of the principal that I owe under this Note. If I/We make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. If I/We make a partial prepayment, there will be no prepayment penalty adhering to or associated with such prepayment

5. **LOAN CHARGES:** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits; then (i) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me/us. The Note Holder may choose to make this refund by reducing the principal that I/We owe under this Note or by making a direct payment to me/us. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. **SUBORDINATION:** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Borrower under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

   Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the First Deed of Trust and (ii) the Lender shall not have cured the default under the First Deed of Trust within the 30-day period provided in such notice sent to the Lender.

7. **BORROWER(S) FAILURE TO PAY AS REQUESTED:**

   (A) Default

   If I/we do not pay the full amount as required in Section 3 above, I/we will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me/us to pay the Note Holder's cost and expenses as described in (B) below.
   (B) Payment of Note Holder's Cost and Expenses

   If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including, but not limited to, reasonable attorneys' fees.

8. **GIVING OF NOTICES:** Unless applicable law required a different method, any notice that must be given to me/us under the Note will be given by delivering it or by mailing it by

COLLIER COUNTY COPY

first class mail to me at the Property Address on Page 1 or at a different address if I/we give the Note Holder a notice of my/our different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I/we have been given a notice of that different address.

9. **OBLIGATIONS OF PERSONS UNDER THIS NOTE:** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. **WAIVERS:** I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. **UNIFORM SECURED NOTE:** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protection given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I/we do not keep the promises which I/we make in this Note. That Security Instrument describes how and under what conditions I/we may be required to make immediate payment in full of all amounts I/we owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred And Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured by this Security Instrument. If Borrower(s) fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder to collect and apply such proceeds in accordance with the First Deed of Trust.

12. **This note is governed and construed in accordance with the Laws of the State of Florida.**

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Julio Figueroa (Seal)
Borrower **Julio Figueroa**

(Seal)
Borrower

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

RETURN TO: Collier County Housing & Urban Improvement Department
3050 North Horseshoe Drive, #145 File#: 02-104
Naples, FL 34104
Phone: (941) 403-2338 Fax: (941) 403-2331

INSTR 5463928 OR 5443 PG 3642 RECORDED 10/27/2017 10:46 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Wendy Klopf
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$137,196.18** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on October 24, 2017, Agenda Item Number 16D1.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's signature only.

Approved as to form and legality:

Jennifer A. Belpedio
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
PENNY TAYLOR, CHAIRMAN

DAB 9/6/17

CAO

RECORDED COPY

EXHIBIT A

Various lots as listed below for, Naples Manor Lakes, According to the Plat Book thereof, as Recorded in Plat Book 3, at Page 86, of the Public Records of Collier County, Florida.

County Managers Approval	CO date	15 year affordability end date	Legal Description	Folio	Lien (OR/Pg)	Impact Fee Amount
02/23/99	05/31/00	05/31/15	Naples Manor Lakes, Block 2, Lot 19	62251240000	2518/1445	$6,779.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 4, Lot 6	62252440003	2407/1999	$6,169.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 4, Lot 7	62252480005	2407/2006	$6,169.52
06/23/98	04/30/99	04/30/14	Naples Manor Lakes, Block 4, Lot 20	62252920002	2434/1872	$6,169.52
02/12/01	02/08/02	02/08/17	Naples Manor Lakes, Block 7, Lot 1	62255240006	2777/2039	$7,698.82
02/08/00	04/26/01	04/26/16	Naples Manor Lakes, Block 7, Lot 33	62256400007	2640/1108	$7,140.34
02/08/00	05/31/01	05/31/16	Naples Manor Lakes, Block 8, Lot 2	62256680005	2640/1115	$7,140.34
02/12/01	02/08/02	02/08/17	Naples Manor Lakes, Block 8, Lot 5	62256800005	2777/2045	$7,698.82
06/27/00	08/10/01	08/10/16	Naples Manor Lakes, Block 9, Lot 12	62258000007	2692/3381	$7,586.34
09/01/98	07/29/99	07/29/14	Naples Manor Lakes, Block 11, Lot 12	62260200002	2457/2609	$6,169.52
09/01/98	07/29/99	07/29/14	Naples Manor Lakes, Block 11, Lot 13	62260220008	2457/2602	$6,169.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 12, Lot 3	62261200001	2407/2013	$6,169.52
12/15/00	12/31/01	12/31/16	Naples Manor Lakes, Block 12, Lot 30	62262040008	2756/3336	$7,698.82
12/07/00	12/28/01	12/28/16	Naples Manor Lakes, Block 12, Lot 31	62262080000	2756/3264	$7,698.82
02/23/99	05/25/00	05/25/15	Naples Manor Lakes, Block 13, Lot 1	62262480008	2518/1452	$6,779.52
12/15/00	08/01/01	08/01/16	Naples Manor Lakes, Block 13, Lot 20	62263240001	2756/3276	$7,698.82
06/23/98	04/20/99	04/20/14	Naples Manor Lakes, Block 13, Lot 24	62263400003	2434/1851	$6,169.52
06/23/98	04/20/99	04/20/14	Naples Manor Lakes, Block 13, Lot 25	62263440005	2434/1858	$6,169.52
02/23/99	12/15/00	12/15/15	Naples Manor Lakes, Block 15, Lot 5	62265000003	2518/1459	$6,779.52
12/14/99	06/14/01	06/14/16	Naples Manor Lakes, Block 18, Lot 16	62266480004	2622/0581	$7,140.34
					Total	$137,196.18

2816276 OR: 2847 PG: 0907

Retn:
ISLAND TITLE GUARANTY AGENCY I
PICK UP

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
06/22/2001 at 10:52AM DWIGHT B. BROCK, CLERK

DBLD	2500.00
DBLI	2500.00
REC FEE	15.00
DOC-.35	8.75
INT-.002	5.00

~~THIRD~~ MORTGAGE

THIS ~~THIRD~~ MORTGAGE ("Security Instrument") is given on June 15, 2001 The ~~Third~~ Mortgagor is:

Pedro Salinas, a single person

("Borrower"). This Security Instrument is given Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Two Thousand Five Hundred Dollars and no/100 (U.S. $2,500.00) debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as

("Property Address"):

5206 ~~Xxxxxxx~~ (Street) Fleming St. Lot 2 Block 8, NAPLES MANOR LAKES, according to the plat thereof, recorded in Plat Book 3, Pages 86 and 87, of the Public Records of Collier County, Florida.
Naples (City), FL (State) 34113 (Zip)

, and which has the address of

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied, first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on

the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs Although Lender may take action under this paragraph 7, Lender does not have to do so Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument However this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument If Lender exercised this option, Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument There also may be one or more changes of the Loan Servicer

COPY

unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new LoanServicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or otheremediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default, (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

( ) - Adjustable Rate Rider
( ) - Rate Improvement Rider
( ) - Condominium Rider
( ) - Graduated Payment Rider
( ) - 1-4 Family Rider
( ) - Second Home Rider
( ) - Balloon Rider
( ) - Biweekly Payment Rider
( ) - Planned Unit Development Rider
( ) - Other(s) (specify

CLERK COURT OF THE CIRCUIT COURT COPY

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1 _____ Witness#2 _____

Signature: Pedro Salinas Signature _____

Pedro Salinas

Borrower:

Address: 5206 Fleming St.
Naples, FL 34113

STATE OF Florida

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Pedro Salinas to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that HE / SHE executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of June XX 2001

My Commission Expires: _____
Notary Public's Signature

_____
Notary's Printed Name

OFFICIAL NOTARY SEAL
HEIDI HAZELHORST
NOTARY PUBLIC STATE OF FLORIDA
(SEAL) COMMISSION NO. CC691204
MY COMMISSION EXP. OCT. 23, 2001

INSTR 5463928 OR 5443 PG 3642 RECORDED 10/27/2017 10:46 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Wendy Klopf
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$137,196.18** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on October 24, 2017, Agenda Item Number 11(D)1.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
PENNY TAYLOR, CHAIRMAN

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 9/6/17

CAO

EXHIBIT A

Various lots as listed below for, Naples Manor Lakes, According to the Plat Book thereof, as Recorded in Plat Book 3, at Page 86, of the Public Records of Collier County, Florida.

County Managers Approval	CO date	15 year affordability end date	Legal Description	Folio	Lien (OR/Pg)	Impact Fee Amount
02/23/99	05/31/00	05/31/15	Naples Manor Lakes, Block 2, Lot 19	62251240000	2518/1445	$6,779.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 4, Lot 6	62252440003	2407/1999	$6,169.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 4, Lot 7	62252480005	2407/2006	$6,169.52
06/23/98	04/30/99	04/30/14	Naples Manor Lakes, Block 4, Lot 20	62252920002	2434/1872	$6,169.52
02/12/01	02/08/02	02/08/17	Naples Manor Lakes, Block 7, Lot 1	62255240006	2777/2039	$7,698.82
02/08/00	04/26/01	04/26/16	Naples Manor Lakes, Block 7, Lot 33	62256400007	2640/1108	$7,140.34
02/08/00	05/31/01	05/31/16	Naples Manor Lakes, Block 8, Lot 2	62256680005	2640/1115	$7,140.34
02/12/01	02/08/02	02/08/17	Naples Manor Lakes, Block 8, Lot 5	62256800005	2777/2045	$7,698.82
06/27/00	08/10/01	08/10/16	Naples Manor Lakes, Block 9, Lot 12	62258000007	2692/3381	$7,586.34
09/01/98	07/29/99	07/29/14	Naples Manor Lakes, Block 11, Lot 12	62260200002	2457/2609	$6,169.52
09/01/98	07/29/99	07/29/14	Naples Manor Lakes, Block 11, Lot 13	62260220008	2457/2602	$6,169.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 12, Lot 3	62261200001	2407/2013	$6,169.52
12/15/00	12/31/01	12/31/16	Naples Manor Lakes, Block 12, Lot 30	62262040008	2756/3336	$7,698.82
12/07/00	12/28/01	12/28/16	Naples Manor Lakes, Block 12, Lot 31	62262080000	2756/3264	$7,698.82
02/23/99	05/25/00	05/25/15	Naples Manor Lakes, Block 13, Lot 1	62262480008	2518/1452	$6,779.52
12/15/00	08/01/01	08/01/16	Naples Manor Lakes, Block 13, Lot 20	62263240001	2756/3276	$7,698.82
06/23/98	04/20/99	04/20/14	Naples Manor Lakes, Block 13, Lot 24	62263400003	2434/1851	$6,169.52
06/23/98	04/20/99	04/20/14	Naples Manor Lakes, Block 13, Lot 25	62263440005	2434/1858	$6,169.52
02/23/99	12/15/00	12/15/15	Naples Manor Lakes, Block 15, Lot 5	62265000003	2518/1459	$6,779.52
12/14/99	06/14/01	06/14/16	Naples Manor Lakes, Block 18, Lot 16	62266480004	2622/0581	$7,140.34
					Total	$137,196.18

2820748 OR: 2852 PG: 0800

Retn:
ISLAND TITLE GUARANTY AGENCY I
PICK UP

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
07/02/2001 at 12:12PM DWIGHT B. BROCK, CLERK

OBLD	2500.00
OBLI	2500.00
REC FEE	15.00
DOC-.35	8.75

~~THIRD~~ MORTGAGE

THIS ~~THIRD~~ MORTGAGE ("Security Instrument") is given on June 15, 2001 The ~~Third~~ Mortgagor is

Catherine George, a single person

Borrower") This Security Instrument is given Collier County
("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Two Thousand Five Hundred Dollars and no/100 (U.S. $2,500.00) debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida:

As more particularly described as ("Property Address"): 5462 Texas Ave. Naples, FL 34113 and which has the address of Lot 16, Block 18, NAPLES MANOR LAKES, according to the plat thereof, recorded in Plat Book 3, Pages 86 and 87 of the Public Records of Collier County, Florida.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the propertyAll replacements and additions shall also be covered by the Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property"

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to theProperty which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to alien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lendermay use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on

the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer

unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new LoanServicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or otheremediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

( ) - Adjustable Rate Rider	( ) - Rate Improvement Rider	( ) - Condominium Rider
( ) - Graduated Payment Rider	( ) - 1-4 Family Rider	( ) - Second Home Rider
( ) - Balloon Rider	( ) - Biweekly Payment Rider	( ) - Planned Unit Development Rider
( ) - Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1 _____ Witness#2 _____

Signature: _____ Signature _____

Catherine George

Borrower:

Address: 5462 Texas Ave.
Naples, FL 34113

STATE OF Florida

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Catherine George to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that HE / SHE executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of June, XX 2001

My Commission Expires: _____
Notary Public's Signature

_____
Notary's Printed Name

OFFICIAL NOTARY SEAL
(SEAL) HEIDI HAZELHORST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC691204
MY COMMISSION EXP. OCT. 23, 2001

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

INSTR 5463928 OR 5443 PG 3642 RECORDED 10/27/2017 10:46 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Wendy Klopf
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County,** having met the 15 year affordability housing obligation associated with the **$137,196.18** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on October 24, 2017, Agenda Item Number 16D1.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
PENNY TAYLOR, CHAIRMAN

DAB 9/6/17

CAO

NOT CERTIFIED COPY

EXHIBIT A

Various lots as listed below for, Naples Manor Lakes, According to the Plat Book thereof, as Recorded in Plat Book 3, at Page 86, of the Public Records of Collier County, Florida.

County Managers Approval	CO date	15 year affordability end date	Legal Description	Folio	Lien (OR/Pg)	Impact Fee Amount
02/23/99	05/31/00	05/31/15	Naples Manor Lakes, Block 2, Lot 19	62251240000	2518/1445	$6,779.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 4, Lot 6	62252440003	2407/1999	$6,169.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 4, Lot 7	62252480005	2407/2006	$6,169.52
06/23/98	04/30/99	04/30/14	Naples Manor Lakes, Block 4, Lot 20	62252920002	2434/1872	$6,169.52
02/12/01	02/08/02	02/08/17	Naples Manor Lakes, Block 7, Lot 1	62255240006	2777/2039	$7,698.82
02/08/00	04/26/01	04/26/16	Naples Manor Lakes, Block 7, Lot 33	62256400007	2640/1108	$7,140.34
02/08/00	05/31/01	05/31/16	Naples Manor Lakes, Block 8, Lot 2	62256680005	2640/1115	$7,140.34
02/12/01	02/08/02	02/08/17	Naples Manor Lakes, Block 8, Lot 5	62256800005	2777/2045	$7,698.82
06/27/00	08/10/01	08/10/16	Naples Manor Lakes, Block 9, Lot 12	62258000007	2692/3381	$7,586.34
09/01/98	07/29/99	07/29/14	Naples Manor Lakes, Block 11, Lot 12	62260200002	2457/2609	$6,169.52
09/01/98	07/29/99	07/29/14	Naples Manor Lakes, Block 11, Lot 13	62260220008	2457/2602	$6,169.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 12, Lot 3	62261200001	2407/2013	$6,169.52
12/15/00	12/31/01	12/31/16	Naples Manor Lakes, Block 12, Lot 30	62262040008	2756/3336	$7,698.82
12/07/00	12/28/01	12/28/16	Naples Manor Lakes, Block 12, Lot 31	62262080000	2756/3264	$7,698.82
02/23/99	05/25/00	05/25/15	Naples Manor Lakes, Block 13, Lot 1	62262480008	2518/1452	$6,779.52
12/15/00	08/01/01	08/01/16	Naples Manor Lakes, Block 13, Lot 20	62263240001	2756/3276	$7,698.82
06/23/98	04/20/99	04/20/14	Naples Manor Lakes, Block 13, Lot 24	62263400003	2434/1851	$6,169.52
06/23/98	04/20/99	04/20/14	Naples Manor Lakes, Block 13, Lot 25	62263440005	2434/1858	$6,169.52
02/23/99	12/15/00	12/15/15	Naples Manor Lakes, Block 15, Lot 5	62265000003	2518/1459	$6,779.52
12/14/99	06/14/01	06/14/16	Naples Manor Lakes, Block 18, Lot 16	62266480004	2622/0581	$7,140.34
					Total	$137,196.18

Document is NOT OFFICIAL! This Document is the property of the Clerk of the Circuit Court and may be obtained by visiting www.collierclerk.com

2915886 OR: 2962 PG: 1693

Retn:
ISLAND TITLE GUARANTY AGENCY I RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
PICK UP 01/18/2002 at 07:38AM DWIGHT B. BROCK, CLERK

DBLD	5000.00
REC FEE	24.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on January ,2002. The Second Mortgagor is:

Refugio Perez and Olivia Perez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S.$ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 30, Block 12, Naples Manor Lakes, Collier County, Florida** and which has the address of:

("Property Address"): 5341 Broward Street, Naples, Florida 34112

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____ Signature: Refugio Perez
Borrower Refugio Perez

Signature: _____

Witness#2: Cheryl K Miller Signature: Olivia Perez
Co-Borrower Olivia Perez

Signature: Cheryl K Miller

Address: 5341 Broward Street
Naples, Florida 34113

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Refugio Perez and Olivia Perez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 3 day of January, 2002.

My Commission Expires:

B. JEAN SMITH
COMMISSION # CC747954
EXPIRES AUG 01, 2002
BONDED THROUGH
ADVANTAGE NOTARY OF FLORIDA

Notary Public's Signature

B Jean Smith
Notary's Printed Name

File#: 02-105

PROMISSORY NOTE

January ,2002

Borrower: Refugio Perez

5341 Broward Street	Naples	FL 34113
(Property Address)	(City)	(State)

1. **BORROWER(S) PROMISE TO PAY:** I/We promise to pay Five Thousand Dollars ($5,000.00) (this amount will be called "principal") to the order of Collier County or to any other holder of this Note (the "Lender"), whose address is 3050 Horseshoe Drive North, Suite 275, Naples, Florida 34104 . I/We understand that the Lender may transfer the Promissory Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. **INTEREST:** Interest on this Note shall be zero percent (0%) per annum; except that if I/We fail to pay this Note as required, the interest rate shall be twelve percent (12%) per annum from the date when payment of this Note is due until I/We pay it in full.

3. **PAYMENTS:** Principal payments shall be deferred for the term of the first mortgage loan or until sale of property, refinance, or loss of homestead exemption , the date the last payment is due on refinance or satisfy the first mortgage loan, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be U.S. $5,000.00 .

4. **BORROWER'S RIGHT TO PREPAY:** I/We have the right to make payments of principal at any time before they are due. A payment of principal only is know as a "prepayment". When I/We make a prepayment, I/we will tell the Note Holder in writing that I/we am doing so.

   I/We may make a full prepayment or partial prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of the principal that I owe under this Note. If I/We make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. If I/We make a partial prepayment, there will be no prepayment penalty adhering to or associated with such prepayment

5. **LOAN CHARGES:** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits; then: (i) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me/us. The Note Holder may choose to make this refund by reducing the principal that I/We owe under this Note or by making a direct payment to me/us. If a refund reduces principal, the reduction will be treated as a partial prepayment.

COLLIER COUNTY COPY

6. **SUBORDINATION:** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Borrower under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust; or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

   Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the First Deed of Trust and (ii) the Lender shall not have cured the default under the First Deed of Trust within the 30-day period provided in such notice sent to the Lender.

7. **BORROWER(S) FAILURE TO PAY AS REQUESTED:**

   (A) Default

   If I/we do not pay the full amount as required in Section 3 above, I/we will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me/us to pay the Note Holder's cost and expenses as described in (B) below.

   (B) Payment of Note Holder's Cost and Expenses

   If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including, but not limited to, reasonable attorneys' fees.

8. **GIVING OF NOTICES:** Unless applicable law required a different method, any notice that must be given to me/us under the Note will be given by delivering it or by mailing it by

first class mail to me at the Property Address on Page 1 or at a different address if I/we give the Note Holder a notice of my/our different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I/we have been given a notice of that different address.

9. **OBLIGATIONS OF PERSONS UNDER THIS NOTE:** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. **WAIVERS:** I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. **UNIFORM SECURED NOTE:** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protection given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I/we do not keep the promises which I/we make in this Note. That Security Instrument describes how and under what conditions I/we may be required to make immediate payment in full of all amounts I/we owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred And Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured by this Security Instrument. If Borrower(s) fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder to collect and apply such proceeds in accordance with the First Deed of Trust.

12. **This note is governed and construed in accordance with the Laws of the State of Florida.**

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Refugio Perez (Seal)
Borrower Refugio Perez

(Seal)
Borrower

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

RETURN TO: Collier County Housing & Urban Improvement Department
3050 North Horseshoe Drive, #145 File#: 02-105
Naples, FL 34104
Phone: (941) 403-2338 Fax: (941) 403-2331

INSTR 5463928 OR 5443 PG 3642 RECORDED 10/27/2017 10:46 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Wendy Klopf
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$137,196.18** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on - October 24, 2017, Agenda Item Number 16D1.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only

Approved for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DaB 9/6/17

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
PENNY TAYLOR, CHAIRMAN

NOT A CERTIFIED COPY

CAO

EXHIBIT A

Various lots as listed below for, Naples Manor Lakes, According to the Plat Book thereof, as Recorded in Plat Book 3, at Page 86, of the Public Records of Collier County, Florida.

County Managers Approval	CO date	15 year affordability end date	Legal Description	Folio	Lien (OR/Pg)	Impact Fee Amount
02/23/99	05/31/00	05/31/15	Naples Manor Lakes, Block 2, Lot 19	62251240000	2518/1445	$6,779.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 4, Lot 6	62252440003	2407/1999	$6,169.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 4, Lot 7	62252480005	2407/2006	$6,169.52
06/23/98	04/30/99	04/30/14	Naples Manor Lakes, Block 4, Lot 20	62252920002	2434/1872	$6,169.52
02/12/01	02/08/02	02/08/17	Naples Manor Lakes, Block 7, Lot 1	62255240006	2777/2039	$7,698.82
02/08/00	04/26/01	04/26/16	Naples Manor Lakes, Block 7, Lot 33	62256400007	2640/1108	$7,140.34
02/08/00	05/31/01	05/31/16	Naples Manor Lakes, Block 8, Lot 2	62256680005	2640/1115	$7,140.34
02/12/01	02/08/02	02/08/17	Naples Manor Lakes, Block 8, Lot 5	62256800005	2777/2045	$7,698.82
06/27/00	08/10/01	08/10/16	Naples Manor Lakes, Block 9, Lot 12	62258000007	2692/3381	$7,586.34
09/01/98	07/29/99	07/29/14	Naples Manor Lakes, Block 11, Lot 12	62260200002	2457/2609	$6,169.52
09/01/98	07/29/99	07/29/14	Naples Manor Lakes, Block 11, Lot 13	62260220008	2457/2602	$6,169.52
04/07/98	02/17/99	02/17/14	Naples Manor Lakes, Block 12, Lot 3	62261200001	2407/2013	$6,169.52
12/15/00	12/31/01	12/31/16	Naples Manor Lakes, Block 12, Lot 30	62262040008	2756/3336	$7,698.82
12/07/00	12/28/01	12/28/16	Naples Manor Lakes, Block 12, Lot 31	62262080000	2756/3264	$7,698.82
02/23/99	05/25/00	05/25/15	Naples Manor Lakes, Block 13, Lot 1	62262480008	2518/1452	$6,779.52
12/15/00	08/01/01	08/01/16	Naples Manor Lakes, Block 13, Lot 20	62263240001	2756/3276	$7,698.82
06/23/98	04/20/99	04/20/14	Naples Manor Lakes, Block 13, Lot 24	62263400003	2434/1851	$6,169.52
06/23/98	04/20/99	04/20/14	Naples Manor Lakes, Block 13, Lot 25	62263440005	2434/1858	$6,169.52
02/23/99	12/15/00	12/15/15	Naples Manor Lakes, Block 15, Lot 5	62265000003	2518/1459	$6,779.52
12/14/99	06/14/01	06/14/16	Naples Manor Lakes, Block 18, Lot 16	62266480004	2622/0581	$7,140.34
					Total	$137,196.18

Retn:
NORTH AMERICAN TITLE CO
PICK UP

2912097 OR: 2957 PG: 2789
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/04/2002 at 10:06AM DWIGHT B. BROCK, CLERK

OBLD	5000.00
RBC PBB	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on December , 2001 The Second Mortgagor is

Daniel De Leon Castro & Maria De Leon, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014 Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00) This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida

As more particularly described as Lot 10, Block 10, Naples Manor Lakes, Collier County, Florida and which has the address of

("Property Address") 5310 Texas Avenue, Naples, Florida 34113

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied, first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is mailed Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1 _____

Signature _____

Witness#2 _____

Signature PAMALA K. THURNER

Signature: Borrower Daniel De Leon Castro

Signature: Co-Borrower Maria De Leon

Address: 5310 Texas Avenue
Naples, Florida 34113

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA

COUNTY OF _____

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Daniel De Leon Castro & Maria De Leon**, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (he/she/they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 20__.

My Commission Expires: _____

(Seal)

Notary Public's Signature _____

PAMALA K. THURNER

Notary's Printed Name

OFFICIAL NOTARY SEAL
PAMALA K THURNER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC820798
MY COMMISSION EXP. MAR. 24,2003

File#: 02-113

Retn:
METROPOLITAN TITLE & GUARANTY
PICK UP

2786677 OR: 2815 PG: 0857

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
04/30/2001 at 09:06AM DWIGHT B. BROCK, CLERK

OBLD	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on April , 2001 The Second Mortgagor is:

Jesus Garcia and Guadalupe Garcia, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #145, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as the South half of Lot 2 and all of Lot 3, Block B, Wilmer Heights, Collier County, Florida and which has the address of:

("Property Address"): 2315 Andrew Drive, Naples, Florida 34112

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed

with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument. and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

Signed, sealed and delivered in the presence of:

Witness#1: _____
Signature: SYLVIA SLAVER

Witness#2: _____
Signature: Sarah Stiehl

Signature: JESUS GARCIA
Borrower Jesus Garcia

Signature: Guadalupe Garcia
Co-Borrower Guadalupe Garcia

Address: 2315 Andrew Drive
Naples, Florida 34112

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Jesus and Guadalupe Garcia** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30 day of April, 2001.

My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name

SYLVIA SLAVER
MY COMMISSION # CC 932808
EXPIRES May 16, 2004
Bonded Thru Notary Public Underwriters

File#: 01-223

UNOFFICIAL DOCUMENT

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3211049 OR: 3327 PG: 1936

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
06/27/2003 at 01:24PM DWIGHT E. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on June 26, 2003 The Second Mortgagor is:

William & Sonia Willien, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 2, Timber Ridge, Unit 1, Collier County, Florida** and which has the address of:

("Property Address"): 1309 Plum Street, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All of the times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

LAWYERS TITLE INSURANCE CORPORATION # 304884

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Willie Flores
Signature: [signature]

Witness#2: Virginia Cantu
Signature: Virginia Cantu

Signature: William Willien
Borrower William Willien

Signature: Sonia Willien
Co-Borrower Sonia Willien

Address: 1309 Plum Street
Immokalee, Florida 34142

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **William & Sonia Willien** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of June, 2003.

My Commission Expires:

(Seal)

Liliana Flores
Notary Public's Signature

Liliana Flores
Notary's Printed Name

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 15, 2004
BONDED THRU TROY FAIN INSURANCE, INC

File#: 03-194

INSTR 5734265 OR 5648 PG 342 RECORDED 7/2/2019 11:16 AM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

UNOFFICIAL DOCUMENT

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$115,482.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's Signature Only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

[19-GRC-00773/1472457/1]

EXHIBIT A

Various lots as listed below for, Timber Ridge Subdivision, As Recorded in Plat Book 24, Pages 1 and 2, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
6/17/2003	6/17/2018	Lot 2	Timber Ridge	Habitat for Humanity	3092/293	$7,698.82
6/17/2003	6/17/2018	Lot 3	Timber Ridge	Habitat for Humanity	3092/302	$7,698.82
6/17/2003	6/17/2018	Lot 4	Timber Ridge	Habitat for Humanity	3092/311	$7,698.82
6/17/2003	6/17/2018	Lot 5	Timber Ridge	Habitat for Humanity	3092/320	$7,698.82
6/17/2003	6/17/2018	Lot 6	Timber Ridge	Habitat for Humanity	3092/329	$7,698.82
6/17/2003	6/17/2018	Lot 7	Timber Ridge	Habitat for Humanity	3092/338	$7,698.82
6/17/2003	6/17/2018	Lot 8	Timber Ridge	Habitat for Humanity	3092/347	$7,698.82
6/17/2003	6/17/2018	Lot 9	Timber Ridge	Habitat for Humanity	3092/356	$7,698.82
6/17/2003	6/17/2018	Lot 10	Timber Ridge	Habitat for Humanity	3092/365	$7,698.82
6/17/2003	6/17/2018	Lot 11	Timber Ridge	Habitat for Humanity	3092/374	$7,698.82

NOT CERTIFIED COPY

6/17/2003	6/17/2018	Lot 12	Timber Ridge	Habitat for Humanity	3092/383	$7,698.82
6/17/2003	6/17/2018	Lot 13	Timber Ridge	Habitat for Humanity	3902/392	$7,698.82
6/16/2003	6/16/2018	Lot 14	Timber Ridge	Habitat for Humanity	3092/401	$7,698.82
6/16/2003	6/16/2018	Lot 15	Timber Ridge	Habitat for Humanity	3092/410	$7,698.82
6/16/2003	6/16/2018	Lot 16	Timber Ridge	Habitat for Humanity	3092/419	$7,698.82
						$115,482.30

NOT A CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3217147 OR: 3337 PG: 0332
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
07/10/2003 at 07:14AM DWIGHT E. BROCK, CLERK

OBLO	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on May 16, 2003 The Second Mortgagor is:

Miguel & Margarita Galvan, Husband and Wife

("Borrower"). This Security Instrument is given to **Collier County** ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is **3050 North Horseshoe Drive, #275, Naples, Florida 34014**. Borrower owes Lender the sum of **Five Thousand and No/100ths Dollars** (U.S. $ **5,000.00**). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **sale of property, refinance, or loss of homestead exemption**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in **Collier** County, Florida.

As more particularly described as **Lot 4, Timber Ridge, Unit 1, Collier County, Florida** and which has the address of:

("Property Address"): **1317 Plum Street, Immokalee, Florida 34142**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise all payments received by Lender shall be applied: first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Lillie Flores
Signature: Lillie Flores

Witness#2: Virginia Canty
Signature: Virginia Canty

Signature: Miguel Galvan
Borrower **Miguel Galvan**

Signature: Margarita Galvan
Co-Borrower **Margarita Galvan**

Address: **1317 Plum Street**
Immokalee, Florida 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Miguel & Margarita Galvan** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of June, 2003.

My Commission Expires:

(Seal)

Notary Public's Signature: Liliana Flores
Notary's Printed Name: Liliana Flores

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE INC

File#: 03-202

INSTR 5734265 OR 5648 PG 342 RECORDED 7/2/2019 11:16 AM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$115,482.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's Signature Only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

NOT OFFICIAL UNTIL RECORDED BY CLERK

EXHIBIT A

Various lots as listed below for, Timber Ridge Subdivision, As Recorded in Plat Book 24, Pages 1 and 2, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
6/17/2003	6/17/2018	Lot 2	Timber Ridge	Habitat for Humanity	3092/293	$7,698.82
6/17/2003	6/17/2018	Lot 3	Timber Ridge	Habitat for Humanity	3092/302	$7,698.82
6/17/2003	6/17/2018	Lot 4	Timber Ridge	Habitat for Humanity	3092/311	$7,698.82
6/17/2003	6/17/2018	Lot 5	Timber Ridge	Habitat for Humanity	3092/320	$7,698.82
6/17/2003	6/17/2018	Lot 6	Timber Ridge	Habitat for Humanity	3092/329	$7,698.82
6/17/2003	6/17/2018	Lot 7	Timber Ridge	Habitat for Humanity	3092/338	$7,698.82
6/17/2003	6/17/2018	Lot 8	Timber Ridge	Habitat for Humanity	3092/347	$7,698.82
6/17/2003	6/17/2018	Lot 9	Timber Ridge	Habitat for Humanity	3092/356	$7,698.82
6/17/2003	6/17/2018	Lot 10	Timber Ridge	Habitat for Humanity	3092/365	$7,698.82
6/17/2003	6/17/2018	Lot 11	Timber Ridge	Habitat for Humanity	3092/374	$7,698.82

NOT OFFICIAL RECORDED DOCUMENT

6/17/2003	6/17/2018	Lot 12	Timber Ridge	Habitat for Humanity	3092/383	$7,698.82
6/17/2003	6/17/2018	Lot 13	Timber Ridge	Habitat for Humanity	3902/392	$7,698.82
6/16/2003	6/16/2018	Lot 14	Timber Ridge	Habitat for Humanity	3092/401	$7,698.82
6/16/2003	6/16/2018	Lot 15	Timber Ridge	Habitat for Humanity	3092/410	$7,698.82
6/16/2003	6/16/2018	Lot 16	Timber Ridge	Habitat for Humanity	3092/419	$7,698.82
						$115,482.30

NOT A CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3211550 OR: 3328 PG: 1204

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
06/30/2003 at 09:55AM DWIGHT B. BROCK, CLERK

DSLD	5000.00
DSLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on June 14, 2003 The Second Mortgagor is:

Sergio G. & Esther L. Villagomez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 8, Timber Ridge, Unit One, Collier County, Florida** and which has the address of:

("Property Address"): 1333 Plum Street, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY NSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise all payments received by Lender shall be applied: first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____ Signature: _____
Borrower Sergio G. Villagomez

Signature: Liliana Flores

Witness#2: Virginia Cantu Signature: _____
Co-Borrower Esther L. Villagomez

Signature: Virginia Cantu

Address: 1333 Plum Street
Immokalee, Florida 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA)

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Sergio G. & Esther L. Villagomez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of June, 2003.

My Commission Expires:

(Seal)

Notary Public's Signature

Liliana Flores
Notary's Printed Name

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

File#: 03-212

INSTR 5734265 OR 5648 PG 342 RECORDED 7/2/2019 11:16 AM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT CERTIFIED COPY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$115,482.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's Signature Only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

EXHIBIT A

Various lots as listed below for, Timber Ridge Subdivision, As Recorded in Plat Book 24, Pages 1 and 2, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
6/17/2003	6/17/2018	Lot 2	Timber Ridge	Habitat for Humanity	3092/293	$7,698.82
6/17/2003	6/17/2018	Lot 3	Timber Ridge	Habitat for Humanity	3092/302	$7,698.82
6/17/2003	6/17/2018	Lot 4	Timber Ridge	Habitat for Humanity	3092/311	$7,698.82
6/17/2003	6/17/2018	Lot 5	Timber Ridge	Habitat for Humanity	3092/320	$7,698.82
6/17/2003	6/17/2018	Lot 6	Timber Ridge	Habitat for Humanity	3092/329	$7,698.82
6/17/2003	6/17/2018	Lot 7	Timber Ridge	Habitat for Humanity	3092/338	$7,698.82
6/17/2003	6/17/2018	Lot 8	Timber Ridge	Habitat for Humanity	3092/347	$7,698.82
6/17/2003	6/17/2018	Lot 9	Timber Ridge	Habitat for Humanity	3092/356	$7,698.82
6/17/2003	6/17/2018	Lot 10	Timber Ridge	Habitat for Humanity	3092/365	$7,698.82
6/17/2003	6/17/2018	Lot 11	Timber Ridge	Habitat for Humanity	3092/374	$7,698.82

NOT CERTIFIED COPY

6/17/2003	6/17/2018	Lot 12	Timber Ridge	Habitat for Humanity	3092/383	$7,698.82
6/17/2003	6/17/2018	Lot 13	Timber Ridge	Habitat for Humanity	3902/392	$7,698.82
6/16/2003	6/16/2018	Lot 14	Timber Ridge	Habitat for Humanity	3092/401	$7,698.82
6/16/2003	6/16/2018	Lot 15	Timber Ridge	Habitat for Humanity	3092/410	$7,698.82
6/16/2003	6/16/2018	Lot 16	Timber Ridge	Habitat for Humanity	3092/419	$7,698.82
						$115,482.30

NOT A CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3211544 OR: 3328 PG: 1187

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
06/30/2003 at 09:55AM DWIGHT E. BROCK, CLERK

DSLD	5000.00
DSLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on June 9, 2003 The Second Mortgagor is:

Jaime & Adelaida Mandujano, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 9, Timber Ridge, Unit One, Collier County, Florida** and which has the address of:

("Property Address"): 1337 Plum Street, Immokalee, Florida 34142

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this opt on, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu
Signature: Virginia Cantu

Signature: Jaime Mandujano
Borrower Jaime Mandujano

Witness#2: Liliana Flores
Signature: [signature]

Signature: Adelaida Mandujano
Co-Borrower Adelaida Mandujano

Address: 1337 Plum Street
Immokalee, Florida 34142

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Jaime & Adelaida Mandujano** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 19th day of June, 20 03.

My Commission Expires:

(Seal)

Liliana Flores
Notary Public's Signature.

Liliana Flores
Notary's Printed Name

Liliana Flores
MY COMMISSION # CC[illegible] EXPIRES
January 15, 2004
BONDED THRU TROY FAIN INSURANCE, INC

File#: 03-215

INSTR 5734265 OR 5648 PG 342 RECORDED 7/2/2019 11:16 AM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT CERTIFIED COPY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$115,482.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's Signature Only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

[19-GRC-00773/1472457/1]

EXHIBIT A

Various lots as listed below for, Timber Ridge Subdivision, As Recorded in Plat Book 24, Pages 1 and 2, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
6/17/2003	6/17/2018	Lot 2	Timber Ridge	Habitat for Humanity	3092/293	$7,698.82
6/17/2003	6/17/2018	Lot 3	Timber Ridge	Habitat for Humanity	3092/302	$7,698.82
6/17/2003	6/17/2018	Lot 4	Timber Ridge	Habitat for Humanity	3092/311	$7,698.82
6/17/2003	6/17/2018	Lot 5	Timber Ridge	Habitat for Humanity	3092/320	$7,698.82
6/17/2003	6/17/2018	Lot 6	Timber Ridge	Habitat for Humanity	3092/329	$7,698.82
6/17/2003	6/17/2018	Lot 7	Timber Ridge	Habitat for Humanity	3092/338	$7,698.82
6/17/2003	6/17/2018	Lot 8	Timber Ridge	Habitat for Humanity	3092/347	$7,698.82
6/17/2003	6/17/2018	Lot 9	Timber Ridge	Habitat for Humanity	3092/356	$7,698.82
6/17/2003	6/17/2018	Lot 10	Timber Ridge	Habitat for Humanity	3092/365	$7,698.82
6/17/2003	6/17/2018	Lot 11	Timber Ridge	Habitat for Humanity	3092/374	$7,698.82

NOT OFFICIAL RECORD

6/17/2003	6/17/2018	Lot 12	Timber Ridge	Habitat for Humanity	3092/383	$7,698.82
6/17/2003	6/17/2018	Lot 13	Timber Ridge	Habitat for Humanity	3902/392	$7,698.82
6/16/2003	6/16/2018	Lot 14	Timber Ridge	Habitat for Humanity	3092/401	$7,698.82
6/16/2003	6/16/2018	Lot 15	Timber Ridge	Habitat for Humanity	3092/410	$7,698.82
6/16/2003	6/16/2018	Lot 16	Timber Ridge	Habitat for Humanity	3092/419	$7,698.82
						$115,482.30

NOT A CERTIFIED COPY

Return:
LAWYERS TITLE INSURANCE CORP
PICK UP

3281884 OR: 3426 PG: 2768
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
10/21/2003 at 01:30PM DWIGHT B. BROCK, CLERK
SECOND MORTGAGE

OBLD	5000.00
OBLI	5000.00
REC FEE	10.50
DOC-.35	17.50
INT-.002	10.00

THIS SECOND MORTGAGE ("Security Instrument") is given on July 30 2003 The Second Mortgagor is:

J. Cruz & Maria Villegas, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 6, Timber Ridge, Unit One, Collier County, Florida** and which has the address of:

("Property Address"): 1325 Plum Street, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☒ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____ Signature: J. Cruz Villegas
Borrower J. Cruz Villegas

Signature: _____

Witness#2: Virginia Cantu Signature: Maria Villegas
Co-Borrower Maria Villegas

Signature: Virginia Cantu

Address: 1325 Plum Street
Immokalee, Florida 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **J. Cruz & Maria Villegas** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of July, 2003.

My Commission Expires:

(Seal)

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 03-218

INSTR 5734265 OR 5648 PG 342 RECORDED 7/2/2019 11:16 AM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT CERTIFIED COPY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$115,482.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

[19-GRC-00773/1472457/1]

EXHIBIT A

Various lots as listed below for, Timber Ridge Subdivision, As Recorded in Plat Book 24, Pages 1 and 2, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
6/17/2003	6/17/2018	Lot 2	Timber Ridge	Habitat for Humanity	3092/293	$7,698.82
6/17/2003	6/17/2018	Lot 3	Timber Ridge	Habitat for Humanity	3092/302	$7,698.82
6/17/2003	6/17/2018	Lot 4	Timber Ridge	Habitat for Humanity	3092/311	$7,698.82
6/17/2003	6/17/2018	Lot 5	Timber Ridge	Habitat for Humanity	3092/320	$7,698.82
6/17/2003	6/17/2018	Lot 6	Timber Ridge	Habitat for Humanity	3092/329	$7,698.82
6/17/2003	6/17/2018	Lot 7	Timber Ridge	Habitat for Humanity	3092/338	$7,698.82
6/17/2003	6/17/2018	Lot 8	Timber Ridge	Habitat for Humanity	3092/347	$7,698.82
6/17/2003	6/17/2018	Lot 9	Timber Ridge	Habitat for Humanity	3092/356	$7,698.82
6/17/2003	6/17/2018	Lot 10	Timber Ridge	Habitat for Humanity	3092/365	$7,698.82
6/17/2003	6/17/2018	Lot 11	Timber Ridge	Habitat for Humanity	3092/374	$7,698.82

NOT RECORDED

6/17/2003	6/17/2018	Lot 12	Timber Ridge	Habitat for Humanity	3092/383	$7,698.82
6/17/2003	6/17/2018	Lot 13	Timber Ridge	Habitat for Humanity	3902/392	$7,698.82
6/16/2003	6/16/2018	Lot 14	Timber Ridge	Habitat for Humanity	3092/401	$7,698.82
6/16/2003	6/16/2018	Lot 15	Timber Ridge	Habitat for Humanity	3092/410	$7,698.82
6/16/2003	6/16/2018	Lot 16	Timber Ridge	Habitat for Humanity	3092/419	$7,698.82
						$115,482.30

NOT A CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3211405 OR: 3328 PG: 0619

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
06/30/2003 at 09:10AM DWIGHT B. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on June 17, 2003 The Second Mortgagor is:

Guadalupe Renteria & Yolanda G. Ramirez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S.$ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 7, Timber Ridge, Unit One, Collier County, Florida** and which has the address of:

("Property Address"): 1329 Plum Street, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Liliana Flores

Signature:

Signature: Guadalupe Renteria
Borrower Guadalupe Renteria

Signature: Yolanda G Ramirez
Co-Borrower Yolanda G. Ramirez

Address: 1329 Plum Street
Immokalee, Florida 34142

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Guadalupe Renteria & Yolanda G. Ramirez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of March, 2003.

My Commission Expires:

(Seal)

Notary Public's Signature

Liliana Flores
Notary's Printed Name

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC

File#: 03-213

INSTR 5734265 OR 5648 PG 342 RECORDED 7/2/2019 11:16 AM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT CERTIFIED COPY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$115,482.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's Signature Only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

[19-GRC-00773/1472457/1]

EXHIBIT A

Various lots as listed below for, Timber Ridge Subdivision, As Recorded in Plat Book 24, Pages 1 and 2, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
6/17/2003	6/17/2018	Lot 2	Timber Ridge	Habitat for Humanity	3092/293	$7,698.82
6/17/2003	6/17/2018	Lot 3	Timber Ridge	Habitat for Humanity	3092/302	$7,698.82
6/17/2003	6/17/2018	Lot 4	Timber Ridge	Habitat for Humanity	3092/311	$7,698.82
6/17/2003	6/17/2018	Lot 5	Timber Ridge	Habitat for Humanity	3092/320	$7,698.82
6/17/2003	6/17/2018	Lot 6	Timber Ridge	Habitat for Humanity	3092/329	$7,698.82
6/17/2003	6/17/2018	Lot 7	Timber Ridge	Habitat for Humanity	3092/338	$7,698.82
6/17/2003	6/17/2018	Lot 8	Timber Ridge	Habitat for Humanity	3092/347	$7,698.82
6/17/2003	6/17/2018	Lot 9	Timber Ridge	Habitat for Humanity	3092/356	$7,698.82
6/17/2003	6/17/2018	Lot 10	Timber Ridge	Habitat for Humanity	3092/365	$7,698.82
6/17/2003	6/17/2018	Lot 11	Timber Ridge	Habitat for Humanity	3092/374	$7,698.82

NOT A CERTIFIED COPY

[19-GRC-00773/1472457/1]

6/17/2003	6/17/2018	Lot 12	Timber Ridge	Habitat for Humanity	3092/383	$7,698.82
6/17/2003	6/17/2018	Lot 13	Timber Ridge	Habitat for Humanity	3902/392	$7,698.82
6/16/2003	6/16/2018	Lot 14	Timber Ridge	Habitat for Humanity	3092/401	$7,698.82
6/16/2003	6/16/2018	Lot 15	Timber Ridge	Habitat for Humanity	3092/410	$7,698.82
6/16/2003	6/16/2018	Lot 16	Timber Ridge	Habitat for Humanity	3092/419	$7,698.82
						$115,482.30

NOT A CERTIFIED COPY

L4

#2

AMERICAN HERITAGE TITLE
9696 BONITA BEACH ROAD
SUITE 205
BONITA SPRINGS FL 34135

3277501 OR: 3421 PG: 1291

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
10/14/2003 at 07:40AM DWIGHT E. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	19.50
DOC-.35	17.50

AMERICAN HERITAGE TITLE
9696 BONITA BEACH RD #209
BONITA SPRINGS FL 34135 8502

11 198

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on October 3, 2003 The Second Mortgagor is:

Debra A. Gadsden, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Building 50, Unit 6, T=Reflections at Jubilation, A Condominium, Collier County, Florida** and which has the address of:

("Property Address"): 1332 Reflections Lane, #6, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy

of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: WILLIAM T. BANYASZ

Signature: _____

Witness#2: RICHARD D NOGAJ

Signature: _____

Signature: _____
Borrower Debra A. Gadsden

Signature: _____
Co-Borrower

Address: 1832 Reflections Lane, #6
Immokalee, Florida 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Debra A. Gadsden** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 3rd day of Oct., 20 03.

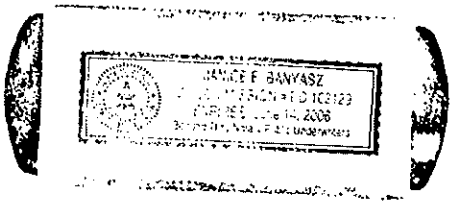
My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name

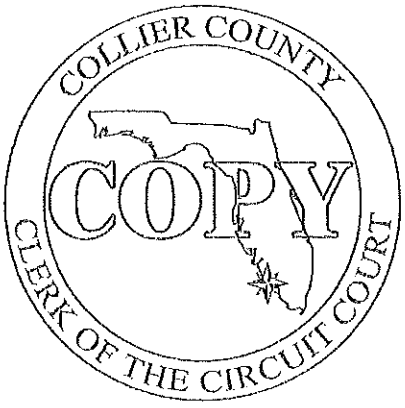
File#: 04-034



FULL LEGAL DESCRIPTION

Exhibit "A" to

Unit 6, Building 50, REFLECTIONS AT JUBILATION, a Condominium according to the Declaration of Condominium recorded in Official Records Book 3096, Page 1624, and amendments thereto, of the Public Records of COLLIER County, Florida.



*** INSTR 5733673 OR 5647 PG 2070 RECORDED 7/1/2019 3:40 PM PAGES 1 ***
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $10.00

10Prepared by: Hilary Halford
Collier County Community and Human Services
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That Collier County, whose post office address is 3299 E. Tamiami Trail, Naples, Florida 34112, the owner(s) and holder(s) of a certain Lien Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling Units (the "Impact Fee Lien") Impact Fee Lien as more particularly described as follows:

Recorded on: 11/03/2003

Official Records: Book 3435, Page 1927, of the Public Records of Collier County, Florida

Legal Address: Unit 6, Building 50, Reflections at Jubilation, a Condominium, according to the Declaration of Condominium recorded in O.R. Book 3096, pages 1624 through 1740, inclusive, and as amended, according to THE PUBLIC RECORDS OF COLLIER OCUNTY, FLORIDA.

Street Address: 1332 Reflections Lane Immokalee, FL 34142

Executed by: Debra A. Gadsden

Owner Name: Debra A. Gadsden

Collier County does hereby release the Impact Fee Lien against the premises.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.6.

ATTEST:
CRYSTAL K. KINZEL,
CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR.,
CHAIRMAN

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

5/17/19

CAO

Retn:
P A H
WENDY KLOPP
FORM O 659-5701

3498992 OR: 3669 PG: 0104
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
10/28/2004 at 03:47PM DWIGHT E. BROCK, CLERK

OBLD	15000.00
OBLI	15000.00
REC FEE	27.00
DOC-.35	52.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on October 20, 2004. The Second Mortgagor is:

LESVIA MARTINEZ, a single woman

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive #400, Naples, Florida 34104. Borrower owes Lender the sum of **Fifteen Thousand Dollars** (U.S.$ **15,000.00**). This, debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **sale of property, refinance, or loss of homestead exemption.** This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

More particularly described as: **Lot 35, Block 6, Trafford Pine Estates, Section One (I), according to the plat thereof, recorded in Plat Book 10, at page 99 of the Public Records of Collier County, Florida. Folio#77163000006**
and which has the address of

("Property Address"): 1802 Sherman (Street)
Immokalee, Florida 34142 (City) (State) (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. The Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to, all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

FORM O

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allows the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien, which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. Federal law and the law of the jurisdiction in which the Property is located shall govern this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, Lender shall not exercise this option if federal law as of the date of this Security Instrument prohibits exercise. If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

FORM O

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.
Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure preceding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

Witness Signature: _____ Signature: _____
Borrower LESVIA MARTINEZ

Witness Print Name: Wendy A Klopf Signature: _____
Borrower

Witness Signature: _____

Witness Print Name: Lauren J Beard Address: 1802 Sherman
Immokalee, Florida 34142

STATE OF Florida
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **LESVIA MARTINEZ** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that HE/ SHE/ THEY executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this October 20, 2004.

My Commission Expires: _____
Wendy A Klopf
Notary Public's Signature

Wendy A Klopf
Notary's Printed Name

(SEAL)

WENDY A. KLOPF
MY COMMISSION # DD 309746
EXPIRES: April 12, 2008
Bonded Thru Notary Public Underwriters

3042491 OR: 3106 PG: 0437

Retn:
ISLAND TITLE GUARANTY AGENCY I
PICK UP

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
09/09/2002 at 09:15AM DWIGHT E. BROCK, CLERK

DOC	$2500.00
INT	$2000.00
REC FEE	24.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on August 30, 2002. The Second Mortgagor is:

Emmanuel & Rachelle Excellent, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, Suite 275, Naples, Florida 34014. Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 18, Block A, Naples Habitat, Collier County, Florida** and which has the address of:

("Property Address"): 12092 Sitterley Street, (Street) Naples, (City) Florida (State) 34113 (Zip)

023316

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to, all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy

of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Weekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Heidi Farmer

Signature: Heidi Farmer

Witness#2: Emeline R. Hartsook

Signature: Emeline R. Hartsook

Signature: _____
Borrower Emmanuel Excellent

Signature: _____
Co-Borrower Rachelle Excellent

Address: 12092 Sitterley Street
Naples, Florida 34113

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

COPY

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Emmanuel & Rachelle Excellent to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of August 2002

My Commission Expires:

Heidi Farmer
Notary Public's Signature

Heidi FARMER
My Comm Exp. 10/23/05
No. DD 055374
Personally Known ☐ Other ID

Notary's Printed Name

File#: 03-022

OR: 3106 PG 0440

COPY

PROMISSORY NOTE

August , 2002

Borrower: Emmanuel & Rachelle Excellent
12092 Sitterley Street **Naples** **FL** **34113**
(Property Address) (City) (State)

1. **BORROWER(S) PROMISE TO PAY:** I/We promise to pay **Two Thousand Five Hundred Dollars ($2,500.00)** (this amount will be called "principal") to the order of Collier County or to any other holder of this Note (the "Lender"), whose address is 3050 Horseshoe Drive North, Suite 275, Naples, Florida 34104 . I/We understand that the Lender may transfer the Promissory Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. **INTEREST:** Interest on this Note shall be zero percent (0%) per annum; except that if I/We fail to pay this Note as required, the interest rate shall be twelve percent (12%) per annum from the date when payment of this Note is due until I/We pay it in full.

3. **PAYMENTS:** Principal payments shall be deferred for the term of the first mortgage loan or until sale of property, refinance, or loss of homestead exemption . the date the last payment is due on refinance or satisfy the first mortgage loan, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be U.S. **$2,500.00** .

4. **BORROWER'S RIGHT TO PREPAY:** I/We have the right to make payments of principal at any time before they are due. A payment of principal only is know as a "prepayment". When I/We make a prepayment, I/we will tell the Note Holder in writing that I/we am doing so.

   I/We may make a full prepayment or partial prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of the principal that I owe under this Note. If I/We make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. If I/We make a partial prepayment, there will be no prepayment penalty adhering to or associated with such prepayment.

5. **LOAN CHARGES:** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits; then (i) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me/us. The Note Holder may choose to make this refund by reducing the principal that I/We owe under this Note or by making a direct payment to me/us. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. **SUBORDINATION:** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Borrower under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

   Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the First Deed of Trust and (ii) the Lender shall not have cured the default under the First Deed of Trust within the 30-day period provided in such notice sent to the Lender.

7. **BORROWER(S) FAILURE TO PAY AS REQUESTED:**

   (A) Default

   If I/we do not pay the full amount as required in Section 3 above, I/we will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me/us to pay the Note Holder's cost and expenses as described in (B) below.

   (B) Payment of Note Holder's Cost and Expenses

   If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including, but not limited to, reasonable attorneys' fees.

8. **GIVING OF NOTICES:** Unless applicable law required a different method, any notice that must be given to me/us under the Note will be given by delivering it or by mailing it by

COLLIER COUNTY FLORIDA RECORDED IN OFFICIAL RECORDS

first class mail to me at the Property Address on Page 1 or at a different address if I/we give the Note Holder a notice of my/our different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I/we have been given a notice of that different address.

9. **OBLIGATIONS OF PERSONS UNDER THIS NOTE:** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. **WAIVERS:** I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. **UNIFORM SECURED NOTE:** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protection given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I/we do not keep the promises which I/we make in this Note. That Security Instrument describes how and under what conditions I/we may be required to make immediate payment in full of all amounts I/we owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred And Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured by this Security Instrument. If Borrower(s) fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder to collect and apply such proceeds in accordance with the First Deed of Trust.

12. **This note is governed and construed in accordance with the Laws of the State of Florida.**

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

Emmanuel Excellent (Seal)
Borrower Emmanuel Excellent

Rachelle Excellent (Seal)
Borrower Rachelle Excellent

RETURN TO: Collier County Housing & Urban Improvement Department
3050 North Horseshoe Drive, #275 File# 03-022
Naples, FL 34104
Phone: (941) 403-2338 Fax: (941) 403-2331

INSTR 5471553 OR 5449 PG 1527 RECORDED 11/16/2017 3:03 PM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Wendy Klopf
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$223,265.78** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on November 14, 2017, Agenda Item Number 16D5.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____, DEPUTY CLERK

Approval for form and legality:

Attest as to Chairman's signature only.

Jennifer A. Belpedio
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
PENNY TAYLOR, CHAIRMAN

NOT OFFICIAL UNTIL RECORDED

EXHIBIT A

Various lots as listed below for, Habitat Village Blocks A, B & C, According to the Plat thereof as recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year Affordability end date	Legal Description	Subdivision	Organization Name	Impact Fee (OR/Pg)	Impact Fee Amount
6/28/2002	6/28/2017	Block A, Lot 2	Habitat Village	Habitat for Humanity	2935/787	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 3	Habitat Village	Habitat for Humanity	2935/795	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 4	Habitat Village	Habitat for Humanity	2935/803	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 5	Habitat Village	Habitat for Humanity	2935/811	$7,698.82
11/13/2002	11/13/2017	Block A, Lot 6	Habitat Village	Habitat for Humanity	2935/819	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 7	Habitat Village	Habitat for Humanity	2935/827	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 8	Habitat Village	Habitat for Humanity	2935/1112	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 9	Habitat Village	Habitat for Humanity	2935/1120	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 10	Habitat Village	Habitat for Humanity	2935/1128	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 12	Habitat Village	Habitat for Humanity	2935/1144	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 13	Habitat Village	Habitat for Humanity	2935/1152	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 16	Habitat Village	Habitat for Humanity	2935/1176	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 17	Habitat Village	Habitat for Humanity	2935/1184	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 18	Habitat Village	Habitat for Humanity	2935/386	$7,698.82
6/28/2002	6/28/2017	Block A, Lot 19	Habitat Village	Habitat for Humanity	2935/394	$7,698.82
8/20/2002	8/20/2017	Block A, Lot 22	Habitat Village	Habitat for Humanity	2935/418	$7,698.82
8/20/2002	8/20/2017	Block A, Lot 23	Habitat Village	Habitat for Humanity	2935/426	$7,698.82
8/20/2002	8/20/2017	Block A, Lot 24	Habitat Village	Habitat for Humanity	2935/378	$7,698.82
7/23/2002	7/23/2017	Block A, Lot 26	Habitat Village	Habitat for Humanity	2935/362	$7,698.82
9/24/2002	9/24/2017	Block A, Lot 28	Habitat Village	Habitat for Humanity	2935/659	$7,698.82
10/29/2002	10/29/2017	Block A, Lot 30	Habitat Village	Habitat for Humanity	2935/667	$7,698.82
10/29/2002	10/29/2017	Block A, Lot 31	Habitat Village	Habitat for Humanity	2935/675	$7,698.82
11/13/2002	11/13/2017	Block A, Lot 32	Habitat Village	Habitat for Humanity	2935/683	$7,698.82
6/28/2002	6/28/2017	Block B, Lot 3	Habitat Village	Habitat for Humanity	2935/635	$7,698.82
6/28/2002	6/28/2017	Block B, Lot 4	Habitat Village	Habitat for Humanity	2935/643	$7,698.82
11/13/2002	11/13/2017	Block B, Lot 7	Habitat Village	Habitat for Humanity	2935/1200	$7,698.82
6/28/2002	6/28/2017	Block C, Lot 13	Habitat Village	Habitat for Humanity	2935/1208	$7,698.82
6/28/2002	6/28/2017	Block C, Lot 14	Habitat Village	Habitat for Humanity	2935/1216	$7,698.82
6/28/2002	6/28/2017	Block C, Lot 16	Habitat Village	Habitat for Humanity	2935/1232	$7,698.82
						$223,265.78

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3301859 OR: 3450 PG: 2390

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
11/25/2003 at 11:57AM DWIGHT E. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

Oct 10,

THIS SECOND MORTGAGE ("Security Instrument") is given on ~~September~~ , 2003 The Second Mortgagor is:

Mario Almanza & Maria G. Serrato, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 31, Block C, Habitat Village, Collier County, Florida** and which has the address of:

("Property Address"): 12142 Fuller Lane, Naples, Florida 34113

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.
Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Joanne L. Varner
Signature: [signature]

Signature: Mario Almanza
Borrower Mario Almanza

Witness#2: [signature]
Signature: [signature]

Signature: Maria G Serrato
Co-Borrower Maria G. Serrato

Address: 12142 Fuller Lane
Naples, Florida 34113

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Mario Almanza & Maria G. Serrato** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 10 day of Oct, 2003

My Commission Expires: 6/12/03

(Seal)

Joanne L. Varner
Notary Public's Signature

Notary's Printed Name

MY COMMISSION # CC 944631 EXPIRES: August 1, 2006 BONDED THRU TROY FAIN INSURANCE, INC.

JOANNE L. VARNER
MY COMMISSION # CC 944631
EXPIRES: June 12, 2004
Bonded Thru Notary Public Underwriters

File#: 04-020

INSTR 5734263 OR 5648 PG 336 RECORDED 7/2/2019 11:16 AM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared by. Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15-year affordability housing obligation associated with the **$559,566.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 5/29/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

NOT CERTIFIED COPY

EXHIBIT A

Various lots as listed below for, Habitat Village Subdivision, As Recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/PG)	Amount
6/28/2002	6/28/2017	Block A, Lot 11	Habitat Village	Habitat for Humanity	2935/1136	$7,698.82
12/20/2002	12/20/2017	Lot 34, Block A	Habitat Village	Habitat for Humanity	2994/2789	$10,428.82
12/20/2002	12/20/2017	Lot 35, Block A	Habitat Village	Habitat for Humanity	2994/2773	$10,428.82
12/20/2002	12/20/2017	Lot 36, Block A	Habitat Village	Habitat for Humanity	2994/2781	$10,428.82
12/20/2002	12/20/2017	Lot 38, Block A	Habitat Village	Habitat for Humanity	2994/2805	$10,428.82
12/20/2002	12/20/2017	Lot 18, Block C	Habitat Village	Habitat for Humanity	2994/2741	$10,428.82
12/20/2002	12/20/2017	Lot 17, Block C	Habitat Village	Habitat for Humanity	2935/1240	$7,698.82
12/20/2002	12/20/2017	Lot 19, Block C	Habitat Village	Habitat for Humanity	2994/2749	$10,428.82
2/10/2003	2/10/2018	Lot 12, Block C	Habitat Village	Habitat for Humanity	2994/2733	$10,428.82
2/13/2003	2/13/2018	Lot 8, Block C	Habitat Village	Habitat for Humanity	2994/2907	$10,428.82
3/19/2003	3/19/2018	Lot 9, Block B	Habitat Village	Habitat for Humanity	2994/3057	$10,428.82
3/19/2003	3/19/2018	Lot 10, Block B	Habitat Village	Habitat for Humanity	2994/3065	$10,428.82
3/25/2003	3/25/2018	Lot 14, Block B	Habitat Village	Habitat for Humanity	2994/3017	$10,428.82
3/25/2003	3/25/2018	Lot 15, Block B	Habitat Village	Habitat for Humanity	2994/3025	$10,428.82
3/25/2003	3/25/2018	Lot 16, Block B	Habitat Village	Habitat for Humanity	2994/3033	$10,428 82
3/25/2003	3/25/2018	Lot 2, Block C	Habitat Village	Habitat for Humanity	2994/2939	$10,428.82
3/25/2003	3/25/2018	Lot 3, Block C	Habitat Village	Habitat for Humanity	2994/2947	$10,428.82

CAO

3/25/2003	3/25/2018	Lot 4, Block C	Habitat Village	Habitat for Humanity	2994/2955	$10,428 82
3/25/2003	3/25/2018	Lot 5, Block C	Habitat Village	Habitat for Humanity	2994/2963	$10,428.82
7/16/2003	7/16/2018	Lot 61, Block A	Habitat Village	Habitat for Humanity	3158/2425	$11,612.98
6/27/2003	6/27/2018	Lot 50, Block A	Habitat Village	Habitat for Humanity	3158/2513	$11,612.98
7/22/2003	7/22/2018	Lot 58, Block A	Habitat Village	Habitat for Humanity	3158/2449	$11,612.98
3/25//2003	3/25/2018	Lot 7, Block C	Habitat Village	Habitat for Humanity	2994/2899	$10,428,82
2/13/2003	2/13/2018	Lot 9, Block C	Habitat Village	Habitat for Humanity	2994/2915	$10,428,82
2/13/2003	2/13/2018	Lot 10, Block C	Habitat Village	Habitat for Humanity	2994/2923	$10,428.82
4/4/2003	4/4/2018	Lot 11, Block B	Habitat Village	Habitat for Humanity	2994/3073	$10,428.82
4/4/2003	4/4/2018	Lot 13, Block B	Habitat Village	Habitat for Humanity	2994/3009	$10,428.82
6/5/2003	6/5/2018	Lot 40, Block A	Habitat Village	Habitat for Humanity	3158/2593	$11,612.98
6/5/2003	6/5/2018	Lot 42, Block A	Habitat Village	Habitat for Humanity	3158/2577	$11,612.98
06/05/2003	06/05/2018	Lot 43, Block A	Habitat Village	Habitat for Humanity	3158/2569	$11,612.98
6/5/2003	6/5/2018	Lot 12, Block B	Habitat Village	Habitat for Humanity	2994/3081	$10,428.82
6/5/2003	6/5/2018	Lot 22, Block C	Habitat Village	Habitat for Humanity	3158/2409	$11,612.98
6/5/2003	6/5/2018	Lot 23, Block C	Habitat Village	Habitat for Humanity	3158/2401	$11,612.98
6/5/2003	6/5/2018	Lot 24, Block C	Habitat Village	Habitat for Humanity	3158/2393	$11,612.98
6/5/2003	6/5/2018	Lot 27, Block C	Habitat Village	Habitat for Humanity	3158/2369	$11,612.98
6/18/2003	6/18/2018	Lot 44, Block A	Habitat Village	Habitat for Humanity	3158/2561	$11,612.98
6/18/2003	6/18/2018	Lot 46, Block A	Habitat Village	Habitat for Humanity	3158/2545	$11,612.98
6/18/2003	6/18/2018	Lot 47, Block A	Habitat Village	Habitat for Humanity	3158/2537	$11,612.98

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6/27/2003	6/27/2018	Lot 48, Block A	Habitat Village	Habitat for Humanity	3158/2529	$11,612.98
6/27/2003	6/27/2018	Lot 49, Block A	Habitat Village	Habitat for Humanity	3158/2521	$11,612 98
6/27/2003	6/27/2018	Lot 28, Block C	Habitat Village	Habitat for Humanity	3158/2361	$11,612.98
6/27/2003	6/27/2018	Lot 29, Block C	Habitat Village	Habitat for Humanity	3158/2353	$11,612.98
6/27/2003	6/27/2018	Lot 30, Block C	Habitat Village	Habitat for Humanity	3158/2345	$11,612.98
6/27/2003	6/27/2018	Lot 31, Block C	Habitat Village	Habitat for Humanity	3158/2337	$11,612.98
6/27/2003	6/27/2018	Lot 32, Block C	Habitat Village	Habitat for Humanity	3158/2329	$11,612.98
7/7/2003	7/7/2018	Lot 53, Block A	Habitat Village	Habitat for Humanity	3158/2489	$11,612.98
7/11/2003	7/11/2018	Lot 51, Block A	Habitat Village	Habitat for Humanity	3158/2505	$11,612.98
7/11/2003	7/11/2018	Lot 52, Block A	Habitat Village	Habitat for Humanity	3158/2497	$11,612.98
7/16/2003	7/16/2018	Lot 54, Block A	Habitat Village	Habitat for Humanity	3158/2481	$11,612.98
7/16/2003	7/16/2018	Lot 55, Block A	Habitat Village	Habitat for Humanity	3158/2473	$11,612.98
7/16/2003	7/16/2018	Lot 56, Block A	Habitat Village	Habitat for Humanity	3158/2465	$11,612.98
7/16/2003	7/16/2018	Lot 59, Block A	Habitat Village	Habitat for Humanity	3158/2441	$11,612.98
7/16/2003	7/16/2018	Lot 60, Block A	Habitat Village	Habitat for Humanity	3158/2433	$11,612.98
						$559,566.30

ELECTRONICALLY RECORDED

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3292177 OR: 3439 PG: 2293
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
SECOND MORTGAGE
11/07/2003 at 01:20 PM DWIGHT E BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

THIS SECOND MORTGAGE ("Security Instrument") is given on ~~September~~ 10-24, 2003 The Second Mortgagor is:

Martin A. Munoz & Martha C. Acosta, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 12, Block B, Habitat Village, Collier County, Florida** and which has the address of:

("Property Address"): 12136 Americus Lane, Naples, Florida 34113

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____

Signature: _____

Witness#2: _____

Signature: _____

Signature: _____
Borrower Martin A. Munoz

Signature: _____
Co-Borrower Martha C. Acosta

Address: 12136 Americus Lane
Naples, Florida 34113

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA,
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Martin A. Munoz & Martha C. Acosta** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 24 day of Dec, 2003

My Commission Expires:

(Seal) B. Jean Smith MY COMMISSION # DD129197 EXPIRES August 1, 2006 BONDED THRU TROY FAIN INSURANCE INC.

Notary Public's Signature

B. Jean Smith
Notary's Printed Name

File#: 04-021

INSTR 5734263 OR 5648 PG 336 RECORDED 7/2/2019 11:16 AM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT OFFICIAL UNTIL SIGNED AND RECORDED COPY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15-year affordability housing obligation associated with the **$559,566.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 5/29/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. McDANIEL, JR., CHAIRMAN

EXHIBIT A

Various lots as listed below for, Habitat Village Subdivision, As Recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/PG)	Amount
6/28/2002	6/28/2017	Block A, Lot 11	Habitat Village	Habitat for Humanity	2935/1136	$7,698.82
12/20/2002	12/20/2017	Lot 34, Block A	Habitat Village	Habitat for Humanity	2994/2789	$10,428.82
12/20/2002	12/20/2017	Lot 33, Block A	Habitat Village	Habitat for Humanity	2994/2773	$10,428.82
12/20/2002	12/20/2017	Lot 36, Block A	Habitat Village	Habitat for Humanity	2994/2781	$10,428.82
12/20/2002	12/20/2017	Lot 38, Block A	Habitat Village	Habitat for Humanity	2994/2805	$10,428.82
12/20/2002	12/20/2017	Lot 18, Block C	Habitat Village	Habitat for Humanity	2994/2741	$10,428.82
12/20/2002	12/20/2017	Lot 17, Block C	Habitat Village	Habitat for Humanity	2935/1240	$7,698.82
12/20/2002	12/20/2017	Lot 19, Block C	Habitat Village	Habitat for Humanity	2994/2749	$10,428.82
2/10/2003	2/10/2018	Lot 12, Block C	Habitat Village	Habitat for Humanity	2994/2733	$10,428.82
2/13/2003	2/13/2018	Lot 8, Block C	Habitat Village	Habitat for Humanity	2994/2907	$10,428.82
3/19/2003	3/19/2018	Lot 9, Block B	Habitat Village	Habitat for Humanity	2994/3057	$10,428.82
3/19/2003	3/19/2018	Lot 10, Block B	Habitat Village	Habitat for Humanity	2994/3065	$10,428.82
3/25/2003	3/25/2018	Lot 14, Block B	Habitat Village	Habitat for Humanity	2994/3017	$10,428.82
3/25/2003	3/25/2018	Lot 15, Block B	Habitat Village	Habitat for Humanity	2994/3025	$10,428.82
3/25/2003	3/25/2018	Lot 16, Block B	Habitat Village	Habitat for Humanity	2994/3033	$10,428 82
3/25/2003	3/25/2018	Lot 2, Block C	Habitat Village	Habitat for Humanity	2994/2939	$10,428.82
3/25/2003	3/25/2018	Lot 3, Block C	Habitat Village	Habitat for Humanity	2994/2947	$10,428.82

CAO

3/25/2003	3/25/2018	Lot 4, Block C	Habitat Village	Habitat for Humanity	2994/2955	$10,428 82
3/25/2003	3/25/2018	Lot 5, Block C	Habitat Village	Habitat for Humanity	2994/2963	$10,428.82
7/16/2003	7/16/2018	Lot 61, Block A	Habitat Village	Habitat for Humanity	3158/2425	$11,612.98
6/27/2003	6/27/2018	Lot 50, Block A	Habitat Village	Habitat for Humanity	3158/2513	$11,612.98
7/22/2003	7/22/2018	Lot 58, Block A	Habitat Village	Habitat for Humanity	3158/2449	$11,612.98
3/25//2003	3/25/2018	Lot 7, Block C	Habitat Village	Habitat for Humanity	2994/2899	$10,428,82
2/13/2003	2/13/2018	Lot 9, Block C	Habitat Village	Habitat for Humanity	2994/2915	$10,428,82
2/13/2003	2/13/2018	Lot 10, Block C	Habitat Village	Habitat for Humanity	2994/2923	$10,428.82
4/4/2003	4/4/2018	Lot 11, Block B	Habitat Village	Habitat for Humanity	2994/3073	$10,428.82
4/4/2003	4/4/2018	Lot 13, Block B	Habitat Village	Habitat for Humanity	2994/3009	$10,428.82
6/5/2003	6/5/2018	Lot 40, Block A	Habitat Village	Habitat for Humanity	3158/2593	$11,612.98
6/5/2003	6/5/2018	Lot 42, Block A	Habitat Village	Habitat for Humanity	3158/2577	$11,612.98
06/05/2003	06/05/2018	Lot 43, Block A	Habitat Village	Habitat for Humanity	3158/2569	$11,612.98
6/5/2003	6/5/2018	Lot 12, Block B	Habitat Village	Habitat for Humanity	2994/3081	$10,428.82
6/5/2003	6/5/2018	Lot 22, Block C	Habitat Village	Habitat for Humanity	3158/2409	$11,612.98
6/5/2003	6/5/2018	Lot 23, Block C	Habitat Village	Habitat for Humanity	3158/2401	$11,612.98
6/5/2003	6/5/2018	Lot 24, Block C	Habitat Village	Habitat for Humanity	3158/2393	$11,612.98
6/5/2003	6/5/2018	Lot 27, Block C	Habitat Village	Habitat for Humanity	3158/2369	$11,612.98
6/18/2003	6/18/2018	Lot 44, Block A	Habitat Village	Habitat for Humanity	3158/2561	$11,612.98
6/18/2003	6/18/2018	Lot 46, Block A	Habitat Village	Habitat for Humanity	3158/2545	$11,612.98
6/18/2003	6/18/2018	Lot 47, Block A	Habitat Village	Habitat for Humanity	3158/2537	$11,612.98

CERTIFIED COPY

CAO

6/27/2003	6/27/2018	Lot 48, Block A	Habitat Village	Habitat for Humanity	3158/2529	$11,612.98
6/27/2003	6/27/2018	Lot 49, Block A	Habitat Village	Habitat for Humanity	3158/2521	$11,612 98
6/27/2003	6/27/2018	Lot 28, Block C	Habitat Village	Habitat for Humanity	3158/2361	$11,612.98
6/27/2003	6/27/2018	Lot 29, Block C	Habitat Village	Habitat for Humanity	3158/2353	$11,612.98
6/27/2003	6/27/2018	Lot 30, Block C	Habitat Village	Habitat for Humanity	3158/2345	$11,612.98
6/27/2003	6/27/2018	Lot 31, Block C	Habitat Village	Habitat for Humanity	3158/2337	$11,612.98
6/27/2003	6/27/2018	Lot 32, Block C	Habitat Village	Habitat for Humanity	3158/2329	$11,612.98
7/7/2003	7/7/2018	Lot 53, Block A	Habitat Village	Habitat for Humanity	3158/2489	$11,612.98
7/11/2003	7/11/2018	Lot 51, Block A	Habitat Village	Habitat for Humanity	3158/2505	$11,612.98
7/11/2003	7/11/2018	Lot 52, Block A	Habitat Village	Habitat for Humanity	3158/2497	$11,612.98
7/16/2003	7/16/2018	Lot 54, Block A	Habitat Village	Habitat for Humanity	3158/2481	$11,612.98
7/16/2003	7/16/2018	Lot 55, Block A	Habitat Village	Habitat for Humanity	3158/2473	$11,612.98
7/16/2003	7/16/2018	Lot 56, Block A	Habitat Village	Habitat for Humanity	3158/2465	$11,612.98
7/16/2003	7/16/2018	Lot 59, Block A	Habitat Village	Habitat for Humanity	3158/2441	$11,612.98
7/16/2003	7/16/2018	Lot 60, Block A	Habitat Village	Habitat for Humanity	3158/2433	$11,612.98
						$559,566.30

NOT CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3281737 OR: 3426 PG: 2181

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
10/21/2003 at 11:10AM DWIGHT B. BROCK, CLERK

SECOND MORTGAGE

OBLD	2500.00
OBLI	2500.00
REC FEE	15.00
DOC-.35	0.75

THIS SECOND MORTGAGE ("Security Instrument") is given on ~~September~~ 10-10-03 ,2003. The Second Mortgagor is:

Schumann Theodat & Judith Anilus, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014 . Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 30, Block C, Habitat Village, Collier County, Florida** and which has the address of:

("Property Address"): 12146 Fuller Lane, (Street) Naples, (City) Florida (State) 34113 (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy

of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Weekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Joanne L. Varner Signature: Schumann Theodat
Borrower Schumann Theodat

Signature: JOANNE L. VARNER

Witness#2: Juliette Bloom Signature: Judith Anilus
Co-Borrower Judith Anilus

Signature: Juliette Bloom

Address: 12145 Fuller Lane
Naples, Florida 34113

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Schumann Theodat & Judith Anilus to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County ~~and State~~ aforesaid this 10th day of Oct, 2003.

My Commission Expires:

Joanne L. Varner
Notary Public's Signature

(Seal)

JOANNE L. VARNER
Notary's Printed Name

JOANNE L VARNER
MY COMMISSION # CC 944631
EXPIRES: June 12, 2004
Bonded Thru Notary Public Underwriters

File#: 04-026

INSTR 5734263 OR 5648 PG 336 RECORDED 7/2/2019 11:16 AM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT CERTIFIED COPY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County,** having met the 15-year affordability housing obligation associated with the **$559,566.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 5/29/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. McDANIEL, JR., CHAIRMAN

EXECUTED COPY

CAO

EXHIBIT A

Various lots as listed below for, Habitat Village Subdivision, As Recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/PG)	Amount
6/28/2002	6/28/2017	Block A, Lot 11	Habitat Village	Habitat for Humanity	2935/1136	$7,698.82
12/20/2002	12/20/2017	Lot 34, Block A	Habitat Village	Habitat for Humanity	2994/2789	$10,428.82
12/20/2002	12/20/2017	Lot 35, Block A	Habitat Village	Habitat for Humanity	2994/2773	$10,428.82
12/20/2002	12/20/2017	Lot 36, Block A	Habitat Village	Habitat for Humanity	2994/2781	$10,428.82
12/20/2002	12/20/2017	Lot 38, Block A	Habitat Village	Habitat for Humanity	2994/2805	$10,428.82
12/20/2002	12/20/2017	Lot 18, Block C	Habitat Village	Habitat for Humanity	2994/2741	$10,428.82
12/20/2002	12/20/2017	Lot 17, Block C	Habitat Village	Habitat for Humanity	2935/1240	$7,698.82
12/20/2002	12/20/2017	Lot 19, Block C	Habitat Village	Habitat for Humanity	2994/2749	$10,428.82
2/10/2003	2/10/2018	Lot 12, Block C	Habitat Village	Habitat for Humanity	2994/2733	$10,428.82
2/13/2003	2/13/2018	Lot 8, Block C	Habitat Village	Habitat for Humanity	2994/2907	$10,428.82
3/19/2003	3/19/2018	Lot 9, Block B	Habitat Village	Habitat for Humanity	2994/3057	$10,428.82
3/19/2003	3/19/2018	Lot 10, Block B	Habitat Village	Habitat for Humanity	2994/3065	$10,428.82
3/25/2003	3/25/2018	Lot 14, Block B	Habitat Village	Habitat for Humanity	2994/3017	$10,428.82
3/25/2003	3/25/2018	Lot 15, Block B	Habitat Village	Habitat for Humanity	2994/3025	$10,428.82
3/25/2003	3/25/2018	Lot 16, Block B	Habitat Village	Habitat for Humanity	2994/3033	$10,428 82
3/25/2003	3/25/2018	Lot 2, Block C	Habitat Village	Habitat for Humanity	2994/2939	$10,428.82
3/25/2003	3/25/2018	Lot 3, Block C	Habitat Village	Habitat for Humanity	2994/2947	$10,428.82

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3/25/2003	3/25/2018	Lot 4, Block C	Habitat Village	Habitat for Humanity	2994/2955	$10,428 82
3/25/2003	3/25/2018	Lot 5, Block C	Habitat Village	Habitat for Humanity	2994/2963	$10,428.82
7/16/2003	7/16/2018	Lot 61, Block A	Habitat Village	Habitat for Humanity	3158/2425	$11,612.98
6/27/2003	6/27/2018	Lot 50, Block A	Habitat Village	Habitat for Humanity	3158/2513	$11,612.98
7/22/2003	7/22/2018	Lot 58, Block A	Habitat Village	Habitat for Humanity	3158/2449	$11,612.98
3/25//2003	3/25/2018	Lot 7, Block C	Habitat Village	Habitat for Humanity	2994/2899	$10,428,82
2/13/2003	2/13/2018	Lot 9, Block C	Habitat Village	Habitat for Humanity	2994/2915	$10,428,82
2/13/2003	2/13/2018	Lot 10, Block C	Habitat Village	Habitat for Humanity	2994/2923	$10,428.82
4/4/2003	4/4/2018	Lot 11, Block B	Habitat Village	Habitat for Humanity	2994/3073	$10,428.82
4/4/2003	4/4/2018	Lot 13, Block B	Habitat Village	Habitat for Humanity	2994/3009	$10,428.82
6/5/2003	6/5/2018	Lot 40, Block A	Habitat Village	Habitat for Humanity	3158/2593	$11,612.98
6/5/2003	6/5/2018	Lot 42, Block A	Habitat Village	Habitat for Humanity	3158/2577	$11,612.98
06/05/2003	06/05/2018	Lot 43, Block A	Habitat Village	Habitat for Humanity	3158/2569	$11,612.98
6/5/2003	6/5/2018	Lot 12, Block B	Habitat Village	Habitat for Humanity	2994/3081	$10,428.82
6/5/2003	6/5/2018	Lot 22, Block C	Habitat Village	Habitat for Humanity	3158/2409	$11,612.98
6/5/2003	6/5/2018	Lot 23, Block C	Habitat Village	Habitat for Humanity	3158/2401	$11,612.98
6/5/2003	6/5/2018	Lot 24, Block C	Habitat Village	Habitat for Humanity	3158/2393	$11,612.98
6/5/2003	6/5/2018	Lot 27, Block C	Habitat Village	Habitat for Humanity	3158/2369	$11,612.98
6/18/2003	6/18/2018	Lot 44, Block A	Habitat Village	Habitat for Humanity	3158/2561	$11,612.98
6/18/2003	6/18/2018	Lot 46, Block A	Habitat Village	Habitat for Humanity	3158/2545	$11,612.98
6/18/2003	6/18/2018	Lot 47, Block A	Habitat Village	Habitat for Humanity	3158/2537	$11,612.98

SCANNED

CAO

6/27/2003	6/27/2018	Lot 48, Block A	Habitat Village	Habitat for Humanity	3158/2529	$11,612.98
6/27/2003	6/27/2018	Lot 49, Block A	Habitat Village	Habitat for Humanity	3158/2521	$11,612 98
6/27/2003	6/27/2018	Lot 28, Block C	Habitat Village	Habitat for Humanity	3158/2361	$11,612.98
6/27/2003	6/27/2018	Lot 29, Block C	Habitat Village	Habitat for Humanity	3158/2353	$11,612.98
6/27/2003	6/27/2018	Lot 30, Block C	Habitat Village	Habitat for Humanity	3158/2345	$11,612.98
6/27/2003	6/27/2018	Lot 31, Block C	Habitat Village	Habitat for Humanity	3158/2337	$11,612.98
6/27/2003	6/27/2018	Lot 32, Block C	Habitat Village	Habitat for Humanity	3158/2329	$11,612.98
7/7/2003	7/7/2018	Lot 53, Block A	Habitat Village	Habitat for Humanity	3158/2489	$11,612.98
7/11/2003	7/11/2018	Lot 51, Block A	Habitat Village	Habitat for Humanity	3158/2505	$11,612.98
7/11/2003	7/11/2018	Lot 52, Block A	Habitat Village	Habitat for Humanity	3158/2497	$11,612.98
7/16/2003	7/16/2018	Lot 54, Block A	Habitat Village	Habitat for Humanity	3158/2481	$11,612.98
7/16/2003	7/16/2018	Lot 55, Block A	Habitat Village	Habitat for Humanity	3158/2473	$11,612.98
7/16/2003	7/16/2018	Lot 56, Block A	Habitat Village	Habitat for Humanity	3158/2465	$11,612.98
7/16/2003	7/16/2018	Lot 59, Block A	Habitat Village	Habitat for Humanity	3158/2441	$11,612.98
7/16/2003	7/16/2018	Lot 60, Block A	Habitat Village	Habitat for Humanity	3158/2433	$11,612.98
						$559,566.30

2021 CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

(3)

3289271 OR: 3435 PG: 2495

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
11/03/2003 at 12:39PM DWIGHT B. BROCK, CLERK

OBLD 5000.00
REC FEE 15.00
DOC-.35 17.50

SECOND MORTGAGE

October 10,

THIS SECOND MORTGAGE ("Security Instrument") is given on ~~September~~ , 2003 The Second Mortgagor is:

Juan S. & Maria L. Lopez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 11, Block B, Habitat Village, Collier County, Florida** and which has the address of:

("Property Address"): 12142 Americus Lane, Naples, Florida 34113

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.
Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: B. Jean Smith
Signature: [signature]

Signature: Juan Lopez Sanchez
Borrower Juan S. Lopez

Witness#2: [signature]
Signature: [signature]

Signature: Maria Lopez Lopez
Co-Borrower Maria L. Lopez

Address: 12142 Americus Lane
Naples, Florida 34113

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Juan S. & Maria L. Lopez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 10 day of Oct, 2003.

My Commission Expires:

(Seal)

[signature]
Notary Public's Signature

B. Jean Smith
Notary's Printed Name

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

File#: 04-033

INSTR 5734263 OR 5648 PG 336 RECORDED 7/2/2019 11:16 AM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

DO NOT RECORD

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County,** having met the 15-year affordability housing obligation associated with the **$559,566.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 5/29/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. McDANIEL, JR., CHAIRMAN

DO NOT RECORD

EXHIBIT A

Various lots as listed below for, Habitat Village Subdivision, As Recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/PG)	Amount
6/28/2002	6/28/2017	Block A, Lot 11	Habitat Village	Habitat for Humanity	2935/1136	$7,698.82
12/20/2002	12/20/2017	Lot 34, Block A	Habitat Village	Habitat for Humanity	2994/2789	$10,428.82
12/20/2002	12/20/2017	Lot 35, Block A	Habitat Village	Habitat for Humanity	2994/2773	$10,428.82
12/20/2002	12/20/2017	Lot 36, Block A	Habitat Village	Habitat for Humanity	2994/2781	$10,428.82
12/20/2002	12/20/2017	Lot 38, Block A	Habitat Village	Habitat for Humanity	2994/2805	$10,428.82
12/20/2002	12/20/2017	Lot 18, Block C	Habitat Village	Habitat for Humanity	2994/2741	$10,428.82
12/20/2002	12/20/2017	Lot 17, Block C	Habitat Village	Habitat for Humanity	2935/1240	$7,698.82
12/20/2002	12/20/2017	Lot 19, Block C	Habitat Village	Habitat for Humanity	2994/2749	$10,428.82
2/10/2003	2/10/2018	Lot 12, Block C	Habitat Village	Habitat for Humanity	2994/2733	$10,428.82
2/13/2003	2/13/2018	Lot 8, Block C	Habitat Village	Habitat for Humanity	2994/2907	$10,428.82
3/19/2003	3/19/2018	Lot 9, Block B	Habitat Village	Habitat for Humanity	2994/3057	$10,428.82
3/19/2003	3/19/2018	Lot 10, Block B	Habitat Village	Habitat for Humanity	2994/3065	$10,428.82
3/25/2003	3/25/2018	Lot 14, Block B	Habitat Village	Habitat for Humanity	2994/3017	$10,428.82
3/25/2003	3/25/2018	Lot 15, Block B	Habitat Village	Habitat for Humanity	2994/3025	$10,428.82
3/25/2003	3/25/2018	Lot 16, Block B	Habitat Village	Habitat for Humanity	2994/3033	$10,428 82
3/25/2003	3/25/2018	Lot 2, Block C	Habitat Village	Habitat for Humanity	2994/2939	$10,428.82
3/25/2003	3/25/2018	Lot 3, Block C	Habitat Village	Habitat for Humanity	2994/2947	$10,428.82

SCANNED

3/25/2003	3/25/2018	Lot 4, Block C	Habitat Village	Habitat for Humanity	2994/2955	$10,428 82
3/25/2003	3/25/2018	Lot 5, Block C	Habitat Village	Habitat for Humanity	2994/2963	$10,428.82
7/16/2003	7/16/2018	Lot 61, Block A	Habitat Village	Habitat for Humanity	3158/2425	$11,612.98
6/27/2003	6/27/2018	Lot 50, Block A	Habitat Village	Habitat for Humanity	3158/2513	$11,612.98
7/22/2003	7/22/2018	Lot 58, Block A	Habitat Village	Habitat for Humanity	3158/2449	$11,612.98
3/25//2003	3/25/2018	Lot 7, Block C	Habitat Village	Habitat for Humanity	2994/2899	$10,428,82
2/13/2003	2/13/2018	Lot 9, Block C	Habitat Village	Habitat for Humanity	2994/2915	$10,428,82
2/13/2003	2/13/2018	Lot 10, Block C	Habitat Village	Habitat for Humanity	2994/2923	$10,428.82
4/4/2003	4/4/2018	Lot 11, Block B	Habitat Village	Habitat for Humanity	2994/3073	$10,428.82
4/4/2003	4/4/2018	Lot 13, Block B	Habitat Village	Habitat for Humanity	2994/3009	$10,428.82
6/5/2003	6/5/2018	Lot 40, Block A	Habitat Village	Habitat for Humanity	3158/2593	$11,612.98
6/5/2003	6/5/2018	Lot 42, Block A	Habitat Village	Habitat for Humanity	3158/2577	$11,612.98
06/05/2003	06/05/2018	Lot 43, Block A	Habitat Village	Habitat for Humanity	3158/2569	$11,612.98
6/5/2003	6/5/2018	Lot 12, Block B	Habitat Village	Habitat for Humanity	2994/3081	$10,428.82
6/5/2003	6/5/2018	Lot 22, Block C	Habitat Village	Habitat for Humanity	3158/2409	$11,612.98
6/5/2003	6/5/2018	Lot 23, Block C	Habitat Village	Habitat for Humanity	3158/2401	$11,612.98
6/5/2003	6/5/2018	Lot 24, Block C	Habitat Village	Habitat for Humanity	3158/2393	$11,612.98
6/5/2003	6/5/2018	Lot 27, Block C	Habitat Village	Habitat for Humanity	3158/2369	$11,612.98
6/18/2003	6/18/2018	Lot 44, Block A	Habitat Village	Habitat for Humanity	3158/2561	$11,612.98
6/18/2003	6/18/2018	Lot 46, Block A	Habitat Village	Habitat for Humanity	3158/2545	$11,612.98
6/18/2003	6/18/2018	Lot 47, Block A	Habitat Village	Habitat for Humanity	3158/2537	$11,612.98

NOT OFFICIAL DOCUMENT

CAO

6/27/2003	6/27/2018	Lot 48, Block A	Habitat Village	Habitat for Humanity	3158/2529	$11,612.98
6/27/2003	6/27/2018	Lot 49, Block A	Habitat Village	Habitat for Humanity	3158/2521	$11,612 98
6/27/2003	6/27/2018	Lot 28, Block C	Habitat Village	Habitat for Humanity	3158/2361	$11,612.98
6/27/2003	6/27/2018	Lot 29, Block C	Habitat Village	Habitat for Humanity	3158/2353	$11,612.98
6/27/2003	6/27/2018	Lot 30, Block C	Habitat Village	Habitat for Humanity	3158/2345	$11,612.98
6/27/2003	6/27/2018	Lot 31, Block C	Habitat Village	Habitat for Humanity	3158/2337	$11,612.98
6/27/2003	6/27/2018	Lot 32, Block C	Habitat Village	Habitat for Humanity	3158/2329	$11,612.98
7/7/2003	7/7/2018	Lot 53, Block A	Habitat Village	Habitat for Humanity	3158/2489	$11,612.98
7/11/2003	7/11/2018	Lot 51, Block A	Habitat Village	Habitat for Humanity	3158/2505	$11,612.98
7/11/2003	7/11/2018	Lot 52, Block A	Habitat Village	Habitat for Humanity	3158/2497	$11,612.98
7/16/2003	7/16/2018	Lot 54, Block A	Habitat Village	Habitat for Humanity	3158/2481	$11,612.98
7/16/2003	7/16/2018	Lot 55, Block A	Habitat Village	Habitat for Humanity	3158/2473	$11,612.98
7/16/2003	7/16/2018	Lot 56, Block A	Habitat Village	Habitat for Humanity	3158/2465	$11,612.98
7/16/2003	7/16/2018	Lot 59, Block A	Habitat Village	Habitat for Humanity	3158/2441	$11,612.98
7/16/2003	7/16/2018	Lot 60, Block A	Habitat Village	Habitat for Humanity	3158/2433	$11,612.98
						$559,566.30

NOT OFFICIAL DOCUMENT

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3322696 OR: 3476 PG: 0805
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
12/31/2003 at 01:10PM DWIGHT B. BROCK, CLERK
SECOND MORTGAGE

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

S.C.

THIS SECOND MORTGAGE ("Security Instrument") is given on ~~October~~ 11-16 -, 2003 The Second Mortgagor is:

Jorge A. Calzada and Ana Esquijarosa, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 23, Block C, Habitat Village, Collier County, Florida** and which has the address of:

("Property Address"): 12196 Fuller Lane, Naples, Florida 34113

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Emelina R. Hartnack
Signature: Emelina R. Hartnack

Witness#2: B. Jean Smith
Signature:

Signature: Jorge A. Calzada
Borrower Jorge A. Calzada

Signature: ANA ESQUIJAROSA
Co-Borrower Ana Esquijarosa

Address: 12196 Fuller Lane
Naples, Florida 34113

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Jorge A. Calzada and Ana Esquijarosa** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 24 day of November, 2003.

My Commission Expires:

(Seal)

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public's Signature

B. Jean Smith
Notary's Printed Name

File#: 04-023

INSTR 5734263 OR 5648 PG 336 RECORDED 7/2/2019 11:16 AM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT OFFICIAL UNTIL RECORDED COPY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15-year affordability housing obligation associated with the **$559,566.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 5/29/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

CAO

EXHIBIT A

Various lots as listed below for, Habitat Village Subdivision, As Recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/PG)	Amount
6/28/2002	6/28/2017	Block A, Lot 11	Habitat Village	Habitat for Humanity	2935/1136	$7,698.82
12/20/2002	12/20/2017	Lot 34, Block A	Habitat Village	Habitat for Humanity	2994/2789	$10,428.82
12/20/2002	12/20/2017	Lot 33, Block A	Habitat Village	Habitat for Humanity	2994/2773	$10,428.82
12/20/2002	12/20/2017	Lot 36, Block A	Habitat Village	Habitat for Humanity	2994/2781	$10,428.82
12/20/2002	12/20/2017	Lot 38, Block A	Habitat Village	Habitat for Humanity	2994/2805	$10,428.82
12/20/2002	12/20/2017	Lot 18, Block C	Habitat Village	Habitat for Humanity	2994/2741	$10,428.82
12/20/2002	12/20/2017	Lot 17, Block C	Habitat Village	Habitat for Humanity	2935/1240	$7,698.82
12/20/2002	12/20/2017	Lot 19, Block C	Habitat Village	Habitat for Humanity	2994/2749	$10,428.82
2/10/2003	2/10/2018	Lot 12, Block C	Habitat Village	Habitat for Humanity	2994/2733	$10,428.82
2/13/2003	2/13/2018	Lot 8, Block C	Habitat Village	Habitat for Humanity	2994/2907	$10,428.82
3/19/2003	3/19/2018	Lot 9, Block B	Habitat Village	Habitat for Humanity	2994/3057	$10,428.82
3/19/2003	3/19/2018	Lot 10, Block B	Habitat Village	Habitat for Humanity	2994/3065	$10,428.82
3/25/2003	3/25/2018	Lot 14, Block B	Habitat Village	Habitat for Humanity	2994/3017	$10,428.82
3/25/2003	3/25/2018	Lot 15, Block B	Habitat Village	Habitat for Humanity	2994/3025	$10,428.82
3/25/2003	3/25/2018	Lot 16, Block B	Habitat Village	Habitat for Humanity	2994/3033	$10,428 82
3/25/2003	3/25/2018	Lot 2, Block C	Habitat Village	Habitat for Humanity	2994/2939	$10,428.82
3/25/2003	3/25/2018	Lot 3, Block C	Habitat Village	Habitat for Humanity	2994/2947	$10,428.82

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3/25/2003	3/25/2018	Lot 4, Block C	Habitat Village	Habitat for Humanity	2994/2955	$10,428 82
3/25/2003	3/25/2018	Lot 5, Block C	Habitat Village	Habitat for Humanity	2994/2963	$10,428.82
7/16/2003	7/16/2018	Lot 61, Block A	Habitat Village	Habitat for Humanity	3158/2425	$11,612.98
6/27/2003	6/27/2018	Lot 50, Block A	Habitat Village	Habitat for Humanity	3158/2513	$11,612.98
7/22/2003	7/22/2018	Lot 58, Block A	Habitat Village	Habitat for Humanity	3158/2449	$11,612.98
3/25//2003	3/25/2018	Lot 7, Block C	Habitat Village	Habitat for Humanity	2994/2899	$10,428,82
2/13/2003	2/13/2018	Lot 9, Block C	Habitat Village	Habitat for Humanity	2994/2915	$10,428,82
2/13/2003	2/13/2018	Lot 10, Block C	Habitat Village	Habitat for Humanity	2994/2923	$10,428.82
4/4/2003	4/4/2018	Lot 11, Block B	Habitat Village	Habitat for Humanity	2994/3073	$10,428.82
4/4/2003	4/4/2018	Lot 13, Block B	Habitat Village	Habitat for Humanity	2994/3009	$10,428.82
6/5/2003	6/5/2018	Lot 40, Block A	Habitat Village	Habitat for Humanity	3158/2593	$11,612.98
6/5/2003	6/5/2018	Lot 42, Block A	Habitat Village	Habitat for Humanity	3158/2577	$11,612.98
06/05/2003	06/05/2018	Lot 43, Block A	Habitat Village	Habitat for Humanity	3158/2569	$11,612.98
6/5/2003	6/5/2018	Lot 12, Block B	Habitat Village	Habitat for Humanity	2994/3081	$10,428.82
6/5/2003	6/5/2018	Lot 22, Block C	Habitat Village	Habitat for Humanity	3158/2409	$11,612.98
6/5/2003	6/5/2018	Lot 23, Block C	Habitat Village	Habitat for Humanity	3158/2401	$11,612.98
6/5/2003	6/5/2018	Lot 24, Block C	Habitat Village	Habitat for Humanity	3158/2393	$11,612.98
6/5/2003	6/5/2018	Lot 27, Block C	Habitat Village	Habitat for Humanity	3158/2369	$11,612.98
6/18/2003	6/18/2018	Lot 44, Block A	Habitat Village	Habitat for Humanity	3158/2561	$11,612.98
6/18/2003	6/18/2018	Lot 46, Block A	Habitat Village	Habitat for Humanity	3158/2545	$11,612.98
6/18/2003	6/18/2018	Lot 47, Block A	Habitat Village	Habitat for Humanity	3158/2537	$11,612.98

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6/27/2003	6/27/2018	Lot 48, Block A	Habitat Village	Habitat for Humanity	3158/2529	$11,612.98
6/27/2003	6/27/2018	Lot 49, Block A	Habitat Village	Habitat for Humanity	3158/2521	$11,612 98
6/27/2003	6/27/2018	Lot 28, Block C	Habitat Village	Habitat for Humanity	3158/2361	$11,612.98
6/27/2003	6/27/2018	Lot 29, Block C	Habitat Village	Habitat for Humanity	3158/2353	$11,612.98
6/27/2003	6/27/2018	Lot 30, Block C	Habitat Village	Habitat for Humanity	3158/2345	$11,612.98
6/27/2003	6/27/2018	Lot 31, Block C	Habitat Village	Habitat for Humanity	3158/2337	$11,612.98
6/27/2003	6/27/2018	Lot 32, Block C	Habitat Village	Habitat for Humanity	3158/2329	$11,612.98
7/7/2003	7/7/2018	Lot 53, Block A	Habitat Village	Habitat for Humanity	3158/2489	$11,612.98
7/11/2003	7/11/2018	Lot 51, Block A	Habitat Village	Habitat for Humanity	3158/2505	$11,612.98
7/11/2003	7/11/2018	Lot 52, Block A	Habitat Village	Habitat for Humanity	3158/2497	$11,612.98
7/16/2003	7/16/2018	Lot 54, Block A	Habitat Village	Habitat for Humanity	3158/2481	$11,612.98
7/16/2003	7/16/2018	Lot 55, Block A	Habitat Village	Habitat for Humanity	3158/2473	$11,612.98
7/16/2003	7/16/2018	Lot 56, Block A	Habitat Village	Habitat for Humanity	3158/2465	$11,612.98
7/16/2003	7/16/2018	Lot 59, Block A	Habitat Village	Habitat for Humanity	3158/2441	$11,612.98
7/16/2003	7/16/2018	Lot 60, Block A	Habitat Village	Habitat for Humanity	3158/2433	$11,612.98
						$559,566.30

NOT CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3140231 OR: 3233 PG: 2207
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
03/06/2003 at 12:07PM DWIGHT B. BROCK, CLERK

OBLD	2500.00
OBLI	2500.00
REC FEE	15.00
DOC-.35	8.75

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on March ,2003. The Second Mortgagor is:

Antonio & Sebastiana Lora, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, Suite 275, Naples, Florida 34014 . Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 9, Block C, Habitat Village, Collier County, Florida** and which has the address of:

("Property Address"): 12147 Americus Lane, (Street) Naples, (City) Florida (State) 34113 (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy

RETURN TO: LAWYERS TITLE INSURANCE CORPORATION 03049R PG

of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Weekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: PEGGY E. GARRIS
Signature:

Witness#2:
Signature:

Signature: Borrower Antonio Lora

Signature: Co-Borrower Sebastiana Lora

Address: 1214 Americus Lane
Naples, Florida 34113

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Antonio & Sebastiana Lora to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 28 day of Feb, 2003

My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name

Peggy E Garris
My Commission DD046863
Expires August 01, 2006

File#: 03-147

INSTR 5734263 OR 5648 PG 336 RECORDED 7/2/2019 11:16 AM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT OFFICIAL UNTIL RECORDED

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County,** having met the 15-year affordability housing obligation associated with the **$559,566.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 5/29/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. McDANIEL, JR., CHAIRMAN

CAO

EXHIBIT A

Various lots as listed below for, Habitat Village Subdivision, As Recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/PG)	Amount
6/28/2002	6/28/2017	Block A, Lot 11	Habitat Village	Habitat for Humanity	2935/1136	$7,698.82
12/20/2002	12/20/2017	Lot 34, Block A	Habitat Village	Habitat for Humanity	2994/2789	$10,428.82
12/20/2002	12/20/2017	Lot 33, Block A	Habitat Village	Habitat for Humanity	2994/2773	$10,428.82
12/20/2002	12/20/2017	Lot 36, Block A	Habitat Village	Habitat for Humanity	2994/2781	$10,428.82
12/20/2002	12/20/2017	Lot 38, Block A	Habitat Village	Habitat for Humanity	2994/2805	$10,428.82
12/20/2002	12/20/2017	Lot 18, Block C	Habitat Village	Habitat for Humanity	2994/2741	$10,428.82
12/20/2002	12/20/2017	Lot 17, Block C	Habitat Village	Habitat for Humanity	2935/1240	$7,698.82
12/20/2002	12/20/2017	Lot 19, Block C	Habitat Village	Habitat for Humanity	2994/2749	$10,428.82
2/10/2003	2/10/2018	Lot 12, Block C	Habitat Village	Habitat for Humanity	2994/2733	$10,428.82
2/13/2003	2/13/2018	Lot 8, Block C	Habitat Village	Habitat for Humanity	2994/2907	$10,428.82
3/19/2003	3/19/2018	Lot 9, Block B	Habitat Village	Habitat for Humanity	2994/3057	$10,428.82
3/19/2003	3/19/2018	Lot 10, Block B	Habitat Village	Habitat for Humanity	2994/3065	$10,428.82
3/25/2003	3/25/2018	Lot 14, Block B	Habitat Village	Habitat for Humanity	2994/3017	$10,428.82
3/25/2003	3/25/2018	Lot 15, Block B	Habitat Village	Habitat for Humanity	2994/3025	$10,428.82
3/25/2003	3/25/2018	Lot 16, Block B	Habitat Village	Habitat for Humanity	2994/3033	$10,428 82
3/25/2003	3/25/2018	Lot 2, Block C	Habitat Village	Habitat for Humanity	2994/2939	$10,428.82
3/25/2003	3/25/2018	Lot 3, Block C	Habitat Village	Habitat for Humanity	2994/2947	$10,428.82

CLERK'S OFFICE COPY

3/25/2003	3/25/2018	Lot 4, Block C	Habitat Village	Habitat for Humanity	2994/2955	$10,428 82
3/25/2003	3/25/2018	Lot 5, Block C	Habitat Village	Habitat for Humanity	2994/2963	$10,428.82
7/16/2003	7/16/2018	Lot 61, Block A	Habitat Village	Habitat for Humanity	3158/2425	$11,612.98
6/27/2003	6/27/2018	Lot 50, Block A	Habitat Village	Habitat for Humanity	3158/2513	$11,612.98
7/22/2003	7/22/2018	Lot 58, Block A	Habitat Village	Habitat for Humanity	3158/2449	$11,612.98
3/25//2003	3/25/2018	Lot 7, Block C	Habitat Village	Habitat for Humanity	2994/2899	$10,428,82
2/13/2003	2/13/2018	Lot 9, Block C	Habitat Village	Habitat for Humanity	2994/2915	$10,428,82
2/13/2003	2/13/2018	Lot 10, Block C	Habitat Village	Habitat for Humanity	2994/2923	$10,428.82
4/4/2003	4/4/2018	Lot 11, Block B	Habitat Village	Habitat for Humanity	2994/3073	$10,428.82
4/4/2003	4/4/2018	Lot 13, Block B	Habitat Village	Habitat for Humanity	2994/3009	$10,428.82
6/5/2003	6/5/2018	Lot 40, Block A	Habitat Village	Habitat for Humanity	3158/2593	$11,612.98
6/5/2003	6/5/2018	Lot 42, Block A	Habitat Village	Habitat for Humanity	3158/2577	$11,612.98
06/05/2003	06/05/2018	Lot 43, Block A	Habitat Village	Habitat for Humanity	3158/2569	$11,612.98
6/5/2003	6/5/2018	Lot 12, Block B	Habitat Village	Habitat for Humanity	2994/3081	$10,428.82
6/5/2003	6/5/2018	Lot 22, Block C	Habitat Village	Habitat for Humanity	3158/2409	$11,612.98
6/5/2003	6/5/2018	Lot 23, Block C	Habitat Village	Habitat for Humanity	3158/2401	$11,612.98
6/5/2003	6/5/2018	Lot 24, Block C	Habitat Village	Habitat for Humanity	3158/2393	$11,612.98
6/5/2003	6/5/2018	Lot 27, Block C	Habitat Village	Habitat for Humanity	3158/2369	$11,612.98
6/18/2003	6/18/2018	Lot 44, Block A	Habitat Village	Habitat for Humanity	3158/2561	$11,612.98
6/18/2003	6/18/2018	Lot 46, Block A	Habitat Village	Habitat for Humanity	3158/2545	$11,612.98
6/18/2003	6/18/2018	Lot 47, Block A	Habitat Village	Habitat for Humanity	3158/2537	$11,612.98

Document is NOT OFFICIAL! This Document is the property of the Lake County Clerk of Circuit Court and may be incomplete.

CAO

6/27/2003	6/27/2018	Lot 48, Block A	Habitat Village	Habitat for Humanity	3158/2529	$11,612.98
6/27/2003	6/27/2018	Lot 49, Block A	Habitat Village	Habitat for Humanity	3158/2521	$11,612.98
6/27/2003	6/27/2018	Lot 28, Block C	Habitat Village	Habitat for Humanity	3158/2361	$11,612.98
6/27/2003	6/27/2018	Lot 29, Block C	Habitat Village	Habitat for Humanity	3158/2353	$11,612.98
6/27/2003	6/27/2018	Lot 30, Block C	Habitat Village	Habitat for Humanity	3158/2345	$11,612.98
6/27/2003	6/27/2018	Lot 31, Block C	Habitat Village	Habitat for Humanity	3158/2337	$11,612.98
6/27/2003	6/27/2018	Lot 32, Block C	Habitat Village	Habitat for Humanity	3158/2329	$11,612.98
7/7/2003	7/7/2018	Lot 53, Block A	Habitat Village	Habitat for Humanity	3158/2489	$11,612.98
7/11/2003	7/11/2018	Lot 51, Block A	Habitat Village	Habitat for Humanity	3158/2505	$11,612.98
7/11/2003	7/11/2018	Lot 52, Block A	Habitat Village	Habitat for Humanity	3158/2497	$11,612.98
7/16/2003	7/16/2018	Lot 54, Block A	Habitat Village	Habitat for Humanity	3158/2481	$11,612.98
7/16/2003	7/16/2018	Lot 55, Block A	Habitat Village	Habitat for Humanity	3158/2473	$11,612.98
7/16/2003	7/16/2018	Lot 56, Block A	Habitat Village	Habitat for Humanity	3158/2465	$11,612.98
7/16/2003	7/16/2018	Lot 59, Block A	Habitat Village	Habitat for Humanity	3158/2441	$11,612.98
7/16/2003	7/16/2018	Lot 60, Block A	Habitat Village	Habitat for Humanity	3158/2433	$11,612.98
						$559,566.30

NOT CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3142695 OR: 3237 PG: 0333
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
03/11/2003 at 08:11AM DWIGHT B. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on February 5th, 2003 The Second Mortgagor is:

Jaime E. Fonseca & Flor Alba Sotelo, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 8, Block C, Habitat Village, Collier County, Florida** and which has the address of:

("Property Address"): 12143 Americus Lane, Naples, Florida 34113

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

RETURN TO: COLLIER COUNTY TITLE INSURANCE CORPORATION

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____
Signature: PEGGY E. GARRIS

Witness#2: _____
Signature: _____

Signature: _____
Borrower Jaime E. Fonseca

Signature: _____
Co-Borrower Flor Alba Sotelo

Address: 12143 Americus Lane
Naples, Florida 34113

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Jaime E. Fonseca & Flor Alba Sotelo** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 28 day of Feb, 20 03

My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name

Peggy E Garris
My Commission DD046883
Expires August 01, 2005

File#: 03-136

INSTR 5734263 OR 5648 PG 336 RECORDED 7/2/2019 11:16 AM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared by. Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15-year affordability housing obligation associated with the **$559,566.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on - June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: [signature]
DEPUTY CLERK

Attest as to Chairman's signature only.

Approved for form and legality:

[signature]
Jennifer A. Belpedio
Assistant County Attorney

DAB 5/29/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: [signature]
WILLIAM L. MCDANIEL, JR., CHAIRMAN

NOT A CERTIFIED COPY

EXHIBIT A

Various lots as listed below for, Habitat Village Subdivision, As Recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/PG)	Amount
6/28/2002	6/28/2017	Block A, Lot 11	Habitat Village	Habitat for Humanity	2935/1136	$7,698.82
12/20/2002	12/20/2017	Lot 34, Block A	Habitat Village	Habitat for Humanity	2994/2789	$10,428.82
12/20/2002	12/20/2017	Lot 35, Block A	Habitat Village	Habitat for Humanity	2994/2773	$10,428.82
12/20/2002	12/20/2017	Lot 36, Block A	Habitat Village	Habitat for Humanity	2994/2781	$10,428.82
12/20/2002	12/20/2017	Lot 38, Block A	Habitat Village	Habitat for Humanity	2994/2805	$10,428.82
12/20/2002	12/20/2017	Lot 18, Block C	Habitat Village	Habitat for Humanity	2994/2741	$10,428.82
12/20/2002	12/20/2017	Lot 17, Block C	Habitat Village	Habitat for Humanity	2935/1240	$7,698.82
12/20/2002	12/20/2017	Lot 19, Block C	Habitat Village	Habitat for Humanity	2994/2749	$10,428.82
2/10/2003	2/10/2018	Lot 12, Block C	Habitat Village	Habitat for Humanity	2994/2733	$10,428.82
2/13/2003	2/13/2018	Lot 8, Block C	Habitat Village	Habitat for Humanity	2994/2907	$10,428.82
3/19/2003	3/19/2018	Lot 9, Block B	Habitat Village	Habitat for Humanity	2994/3057	$10,428.82
3/19/2003	3/19/2018	Lot 10, Block B	Habitat Village	Habitat for Humanity	2994/3065	$10,428.82
3/25/2003	3/25/2018	Lot 14, Block B	Habitat Village	Habitat for Humanity	2994/3017	$10,428.82
3/25/2003	3/25/2018	Lot 15, Block B	Habitat Village	Habitat for Humanity	2994/3025	$10,428.82
3/25/2003	3/25/2018	Lot 16, Block B	Habitat Village	Habitat for Humanity	2994/3033	$10,428 82
3/25/2003	3/25/2018	Lot 2, Block C	Habitat Village	Habitat for Humanity	2994/2939	$10,428.82
3/25/2003	3/25/2018	Lot 3, Block C	Habitat Village	Habitat for Humanity	2994/2947	$10,428.82

CAO

3/25/2003	3/25/2018	Lot 4, Block C	Habitat Village	Habitat for Humanity	2994/2955	$10,428 82
3/25/2003	3/25/2018	Lot 5, Block C	Habitat Village	Habitat for Humanity	2994/2963	$10,428.82
7/16/2003	7/16/2018	Lot 61, Block A	Habitat Village	Habitat for Humanity	3158/2425	$11,612.98
6/27/2003	6/27/2018	Lot 50, Block A	Habitat Village	Habitat for Humanity	3158/2513	$11,612.98
7/22/2003	7/22/2018	Lot 58, Block A	Habitat Village	Habitat for Humanity	3158/2449	$11,612.98
3/25//2003	3/25/2018	Lot 7, Block C	Habitat Village	Habitat for Humanity	2994/2899	$10,428,82
2/13/2003	2/13/2018	Lot 9, Block C	Habitat Village	Habitat for Humanity	2994/2915	$10,428,82
2/13/2003	2/13/2018	Lot 10, Block C	Habitat Village	Habitat for Humanity	2994/2923	$10,428.82
4/4/2003	4/4/2018	Lot 11, Block B	Habitat Village	Habitat for Humanity	2994/3073	$10,428.82
4/4/2003	4/4/2018	Lot 13, Block B	Habitat Village	Habitat for Humanity	2994/3009	$10,428.82
6/5/2003	6/5/2018	Lot 40, Block A	Habitat Village	Habitat for Humanity	3158/2593	$11,612.98
6/5/2003	6/5/2018	Lot 42, Block A	Habitat Village	Habitat for Humanity	3158/2577	$11,612.98
06/05/2003	06/05/2018	Lot 43, Block A	Habitat Village	Habitat for Humanity	3158/2569	$11,612.98
6/5/2003	6/5/2018	Lot 12, Block B	Habitat Village	Habitat for Humanity	2994/3081	$10,428.82
6/5/2003	6/5/2018	Lot 22, Block C	Habitat Village	Habitat for Humanity	3158/2409	$11,612.98
6/5/2003	6/5/2018	Lot 23, Block C	Habitat Village	Habitat for Humanity	3158/2401	$11,612.98
6/5/2003	6/5/2018	Lot 24, Block C	Habitat Village	Habitat for Humanity	3158/2393	$11,612.98
6/5/2003	6/5/2018	Lot 27, Block C	Habitat Village	Habitat for Humanity	3158/2369	$11,612.98
6/18/2003	6/18/2018	Lot 44, Block A	Habitat Village	Habitat for Humanity	3158/2561	$11,612.98
6/18/2003	6/18/2018	Lot 46, Block A	Habitat Village	Habitat for Humanity	3158/2545	$11,612.98
6/18/2003	6/18/2018	Lot 47, Block A	Habitat Village	Habitat for Humanity	3158/2537	$11,612.98

RELEASED

6/27/2003	6/27/2018	Lot 48, Block A	Habitat Village	Habitat for Humanity	3158/2529	$11,612.98
6/27/2003	6/27/2018	Lot 49, Block A	Habitat Village	Habitat for Humanity	3158/2521	$11,612.98
6/27/2003	6/27/2018	Lot 28, Block C	Habitat Village	Habitat for Humanity	3158/2361	$11,612.98
6/27/2003	6/27/2018	Lot 29, Block C	Habitat Village	Habitat for Humanity	3158/2353	$11,612.98
6/27/2003	6/27/2018	Lot 30, Block C	Habitat Village	Habitat for Humanity	3158/2345	$11,612.98
6/27/2003	6/27/2018	Lot 31, Block C	Habitat Village	Habitat for Humanity	3158/2337	$11,612.98
6/27/2003	6/27/2018	Lot 32, Block C	Habitat Village	Habitat for Humanity	3158/2329	$11,612.98
7/7/2003	7/7/2018	Lot 53, Block A	Habitat Village	Habitat for Humanity	3158/2489	$11,612.98
7/11/2003	7/11/2018	Lot 51, Block A	Habitat Village	Habitat for Humanity	3158/2505	$11,612.98
7/11/2003	7/11/2018	Lot 52, Block A	Habitat Village	Habitat for Humanity	3158/2497	$11,612.98
7/16/2003	7/16/2018	Lot 54, Block A	Habitat Village	Habitat for Humanity	3158/2481	$11,612.98
7/16/2003	7/16/2018	Lot 55, Block A	Habitat Village	Habitat for Humanity	3158/2473	$11,612.98
7/16/2003	7/16/2018	Lot 56, Block A	Habitat Village	Habitat for Humanity	3158/2465	$11,612.98
7/16/2003	7/16/2018	Lot 59, Block A	Habitat Village	Habitat for Humanity	3158/2441	$11,612.98
7/16/2003	7/16/2018	Lot 60, Block A	Habitat Village	Habitat for Humanity	3158/2433	$11,612.98
						$559,566.30

NOT CERTIFIED COPY

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3149626 OR: 3245 PG: 1539

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
03/21/2003 at 09:12AM DWIGHT B. BROCK, CLERK

OBLD 5000.00
OBLI 5000.00
REC FEE 15.00
DOC-.35 17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on February 27, 2003. The Second Mortgagor is:

Serafin A. Estrada & Susel Brao, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 12, Block C, Habitat Village, Collier County, Florida** and which has the address of:

("Property Address"): 12159 Americus Lane, Naples, Florida 34113

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

RETURN TO: LAWYERS TITLE INSURANCE CORPORATION 3300 Exchange Way

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Rate Improvement Rider
- ☐ Condominium Rider
- ☐ Graduated Payment Rider
- ☐ 1-4 Family Rider
- ☐ Second Home Rider
- ☐ Balloon Rider
- ☐ Biweekly Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Other(s) (specify

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

Signed, sealed and delivered in the presence of:

Witness#1: PEGGY E. GARRIS

Signature:

Witness#2:

Signature:

Signature: Serafin A. Estrada
Borrower **Serafin A. Estrada**

Signature: Susel Estrada
Co-Borrower **Susel Brao** NKA Susel Estrada

Address: **12159 Americus Lane**
Naples, Florida 34113

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Serafin A. Estrada & Susel Brao** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

*NKA Susel Estrada

WITNESS my hand and official seal in the County and State aforesaid this 28 day of July, 20 03

My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name

Peggy E Garris
My Commission DD040663
Expires August 01, 2005

File#: 03-137

INSTR 5734263 OR 5648 PG 336 RECORDED 7/2/2019 11:16 AM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT OFFICIAL DOCUMENT

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County,** having met the 15-year affordability housing obligation associated with the **$559,566.30** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 5/29/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

OFFICIAL COPY

EXHIBIT A

Various lots as listed below for, Habitat Village Subdivision, As Recorded in Plat Book 37, Pages 48 through 51, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/PG)	Amount
6/28/2002	6/28/2017	Block A, Lot 11	Habitat Village	Habitat for Humanity	2935/1136	$7,698.82
12/20/2002	12/20/2017	Lot 34, Block A	Habitat Village	Habitat for Humanity	2994/2789	$10,428.82
12/20/2002	12/20/2017	Lot 35, Block A	Habitat Village	Habitat for Humanity	2994/2773	$10,428.82
12/20/2002	12/20/2017	Lot 36, Block A	Habitat Village	Habitat for Humanity	2994/2781	$10,428.82
12/20/2002	12/20/2017	Lot 38, Block A	Habitat Village	Habitat for Humanity	2994/2805	$10,428.82
12/20/2002	12/20/2017	Lot 18, Block C	Habitat Village	Habitat for Humanity	2994/2741	$10,428.82
12/20/2002	12/20/2017	Lot 17, Block C	Habitat Village	Habitat for Humanity	2935/1240	$7,698.82
12/20/2002	12/20/2017	Lot 19, Block C	Habitat Village	Habitat for Humanity	2994/2749	$10,428.82
2/10/2003	2/10/2018	Lot 12, Block C	Habitat Village	Habitat for Humanity	2994/2733	$10,428.82
2/13/2003	2/13/2018	Lot 8, Block C	Habitat Village	Habitat for Humanity	2994/2907	$10,428.82
3/19/2003	3/19/2018	Lot 9, Block B	Habitat Village	Habitat for Humanity	2994/3057	$10,428.82
3/19/2003	3/19/2018	Lot 10, Block B	Habitat Village	Habitat for Humanity	2994/3065	$10,428.82
3/25/2003	3/25/2018	Lot 14, Block B	Habitat Village	Habitat for Humanity	2994/3017	$10,428.82
3/25/2003	3/25/2018	Lot 15, Block B	Habitat Village	Habitat for Humanity	2994/3025	$10,428.82
3/25/2003	3/25/2018	Lot 16, Block B	Habitat Village	Habitat for Humanity	2994/3033	$10,428 82
3/25/2003	3/25/2018	Lot 2, Block C	Habitat Village	Habitat for Humanity	2994/2939	$10,428.82
3/25/2003	3/25/2018	Lot 3, Block C	Habitat Village	Habitat for Humanity	2994/2947	$10,428.82

SCANNED

3/25/2003	3/25/2018	Lot 4, Block C	Habitat Village	Habitat for Humanity	2994/2955	$10,428 82
3/25/2003	3/25/2018	Lot 5, Block C	Habitat Village	Habitat for Humanity	2994/2963	$10,428.82
7/16/2003	7/16/2018	Lot 61, Block A	Habitat Village	Habitat for Humanity	3158/2425	$11,612.98
6/27/2003	6/27/2018	Lot 50, Block A	Habitat Village	Habitat for Humanity	3158/2513	$11,612.98
7/22/2003	7/22/2018	Lot 58, Block A	Habitat Village	Habitat for Humanity	3158/2449	$11,612.98
3/25//2003	3/25/2018	Lot 7, Block C	Habitat Village	Habitat for Humanity	2994/2899	$10,428,82
2/13/2003	2/13/2018	Lot 9, Block C	Habitat Village	Habitat for Humanity	2994/2915	$10,428,82
2/13/2003	2/13/2018	Lot 10, Block C	Habitat Village	Habitat for Humanity	2994/2923	$10,428.82
4/4/2003	4/4/2018	Lot 11, Block B	Habitat Village	Habitat for Humanity	2994/3073	$10,428.82
4/4/2003	4/4/2018	Lot 13, Block B	Habitat Village	Habitat for Humanity	2994/3009	$10,428.82
6/5/2003	6/5/2018	Lot 40, Block A	Habitat Village	Habitat for Humanity	3158/2593	$11,612.98
6/5/2003	6/5/2018	Lot 42, Block A	Habitat Village	Habitat for Humanity	3158/2577	$11,612.98
06/05/2003	06/05/2018	Lot 43, Block A	Habitat Village	Habitat for Humanity	3158/2569	$11,612.98
6/5/2003	6/5/2018	Lot 12, Block B	Habitat Village	Habitat for Humanity	2994/3081	$10,428.82
6/5/2003	6/5/2018	Lot 22, Block C	Habitat Village	Habitat for Humanity	3158/2409	$11,612.98
6/5/2003	6/5/2018	Lot 23, Block C	Habitat Village	Habitat for Humanity	3158/2401	$11,612.98
6/5/2003	6/5/2018	Lot 24, Block C	Habitat Village	Habitat for Humanity	3158/2393	$11,612.98
6/5/2003	6/5/2018	Lot 27, Block C	Habitat Village	Habitat for Humanity	3158/2369	$11,612.98
6/18/2003	6/18/2018	Lot 44, Block A	Habitat Village	Habitat for Humanity	3158/2561	$11,612.98
6/18/2003	6/18/2018	Lot 46, Block A	Habitat Village	Habitat for Humanity	3158/2545	$11,612.98
6/18/2003	6/18/2018	Lot 47, Block A	Habitat Village	Habitat for Humanity	3158/2537	$11,612.98

RECORDED

6/27/2003	6/27/2018	Lot 48, Block A	Habitat Village	Habitat for Humanity	3158/2529	$11,612.98
6/27/2003	6/27/2018	Lot 49, Block A	Habitat Village	Habitat for Humanity	3158/2521	$11,612.98
6/27/2003	6/27/2018	Lot 28, Block C	Habitat Village	Habitat for Humanity	3158/2361	$11,612.98
6/27/2003	6/27/2018	Lot 29, Block C	Habitat Village	Habitat for Humanity	3158/2353	$11,612.98
6/27/2003	6/27/2018	Lot 30, Block C	Habitat Village	Habitat for Humanity	3158/2345	$11,612.98
6/27/2003	6/27/2018	Lot 31, Block C	Habitat Village	Habitat for Humanity	3158/2337	$11,612.98
6/27/2003	6/27/2018	Lot 32, Block C	Habitat Village	Habitat for Humanity	3158/2329	$11,612.98
7/7/2003	7/7/2018	Lot 53, Block A	Habitat Village	Habitat for Humanity	3158/2489	$11,612.98
7/11/2003	7/11/2018	Lot 51, Block A	Habitat Village	Habitat for Humanity	3158/2505	$11,612.98
7/11/2003	7/11/2018	Lot 52, Block A	Habitat Village	Habitat for Humanity	3158/2497	$11,612.98
7/16/2003	7/16/2018	Lot 54, Block A	Habitat Village	Habitat for Humanity	3158/2481	$11,612.98
7/16/2003	7/16/2018	Lot 55, Block A	Habitat Village	Habitat for Humanity	3158/2473	$11,612.98
7/16/2003	7/16/2018	Lot 56, Block A	Habitat Village	Habitat for Humanity	3158/2465	$11,612.98
7/16/2003	7/16/2018	Lot 59, Block A	Habitat Village	Habitat for Humanity	3158/2441	$11,612.98
7/16/2003	7/16/2018	Lot 60, Block A	Habitat Village	Habitat for Humanity	3158/2433	$11,612.98
						$559,566.30

Document is NOT OFFICIAL!

3360420 OR: 3521 PG: 1931 #6

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/16/2004 at 08:34AM DWIGHT B. BROCK, CLERK

DSLD	2500.00
DSLI	2500.00
REC FEE	15.00
DOC-.35	8.75

AMERICAN HERITAGE TITLE
9696 BONITA BEACH ROAD
SUITE 209
BONITA SPRINGS FL 34135
#426

SECOND MORTGAGE

Retn:
AMERICAN HERITAGE TITLE
9696 BONITA BEACH RD #209
BONITA SPRINGS FL 34135 8502

THIS SECOND MORTGAGE ("Security Instrument") is given on March ,2004. The Second Mortgagor is:

Mike & Gabriela Lora, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014. Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described **the West 75 Feet of the East 150 Feet of Tract 62, Golden Gate Estates, Unit 83, Collier County, Florida** and which has the address of:

("Property Address"): 3730 14th Avenue SE., (Street) Naples, (City) Florida (State) 34120 (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A) (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against, or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond

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Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer

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unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Weekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____

Signature: _____

Witness#2: _____

Signature: _____

Signature: _____
Borrower Mike Lora

Signature: _____
Co-Borrower Gabriela Lora

Address: 3730 14th Avenue SE.
Naples, Florida 34120

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Mike & Gabriela Lora to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/(they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 11th day of March, 2004.

My Commission Expires:

(Seal)

_____
Notary Public's Signature

_____
Notary's Printed Name

File#: 04-073

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

INSTR 6613969 OR 6415 PG 2594
RECORDED 11/19/2024 1:28 PM PAGES 1
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY FLORIDA
REC $10.00

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Mike Lora and Gabriela Lora**, to COLLIER COUNTY, recorded on **02/11/2004** in Official Records **Book 3500, Page 0208** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$7,629.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

The West 150 feet of the east 150 feet of tract 62, Golden Gate Estates, Unit 83, according to the map or plat thereof recorded in Plat Book 5, Page 22, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on 11/12/24, Agenda Item Number 16.D.8.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, CHAIRPERSON

Approved for form and legality:

_____
Carly Sanseverino
Assistant County Attorney

Retn:
AMERICAN HERITAGE TITLE
9696 BONITA BEACH RD #209
BONITA SPRINGS FL 34135 8502

3447756 OR: 3614 PG: 0750

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
07/27/2004 at 04:11PM DWIGHT E. BROCK, CLERK

OBLD	2500.00
OBLI	2500.00
REC FEE	27.00
DOC-.35	8.75

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on July 22, 2004. The Second Mortgagor is:

Manel & Marie Viaud, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014. Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 32, Block 4, Main Line Subdivision, Collier County, Florida** and which has the address of:

("Property Address"): 409 Gaunt Street, (Street) Immokalee, (City) FL (State) 34142 (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A) (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the

AMERICAN HERITAGE TITLE
9696 BONITA BEACH ROAD
BONITA SPRINGS FL 34135

Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Weekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

COLLIER COUNTY COPY OF THE CIRCUIT COURT

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Janice E. Banyasz (as to both) Signature: Manel Viaud
Borrower Manel Viaud

Signature: Janice E. Banyasz

Witness#2: William R. Banyasz (as to both) Signature: Marie Viaud
Co-Borrower Marie Viaud

Signature: William R Banyasz

Address: 409 Gaunt Street, Immokalee, FL 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Manel & Marie Viaud husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 22nd day of July, 2004.

My Commission Expires:

Janice E. Banyasz
Notary Public's Signature

(Seal)

Notary's Printed Name

JANICE E. BANYASZ
MY COMMISSION # DD 102129
EXPIRES: June 14, 2006

File#: 04-146

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

INSTR 6613970 OR 6415 PG 2595
RECORDED 11/19/2024 1:28 PM PAGES 1
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY FLORIDA
REC $10.00

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Manel Viaud and Marie Viaud**, to COLLIER COUNTY, recorded on **07/22/2004** in Official Records **Book 3611, Page 2331** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$7,629.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 32, Block 4, of the Main Line Subdivision, of the Southwest ¼ of the Southwest ¼ of Section 3, Township 47 South, Range 29 East, Town of Immokalee, Collier County, Florida, as recorded in Plat Book 1, Page 98, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on 11/12/24, Agenda Item Number 16.D.8.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
CHRIS HALL, CHAIRPERSON

Approved for form and legality:

_____
Carly Sanseverino
Assistant County Attorney

03-047R

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
FORM O , ATTN: WENDY KLOPP

3170921 OR: 3273 PG: 3229
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
04/25/2003 at 08:02AM DWIGHT B. BROCK, CLERK

OBLD	15000.00
OBLI	15000.00
REC FEE	15.00
DOC-.35	52.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on April 16, 2003. The Second Mortgagor is:

MONCERRATE SANABRIA, a single woman

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive #275, Naples, Florida 34104. Borrower owes Lender the sum of **Fifteen Thousand Dollars** (U.S.$ 15,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **sale of property, refinance, or loss of homestead exemption.** This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

More particularly described as: **Lot 47, Unit 2, Palm Ridge Subdivision, according to the Plat Book 9 at Page 0, of the Public records of Collier County Florida. Folio#65170160006**

and which has the address of

("Property Address"): 506 Breezewood (Street)
Immokalee, Florida 34142 (City) (State) (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. The Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to, all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

FORM 0

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allows the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien, which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. Federal law and the law of the jurisdiction in which the Property is located shall govern this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, Lender shall not exercise this option if federal law as of the date of this Security Instrument prohibits exercise. If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

FORM O

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses
incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure preceding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness Signature: Wendy Klopf — Signature: Moncerrate Sanabria
Witness Print Name: Wendy Klopf — Borrower MONCERRATE SANABRIA
Witness Signature: Lauren J Beard — Signature: _____
Witness Print Name: Lauren J Beard — Borrower

Address: 506 Breezewood
Immokalee, Florida 34142

STATE OF Florida
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **MONCERRATE SANABRIA** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that HE/ SHE/ THEY executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this April 16, 2003.

My Commission Expires: _____
Notary Public's Signature
Lauren J Beard
Notary's Printed Name

(SEAL)

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

ccmpsed.wp

#03-011

10195

Retn:
ISLAND TITLE GUARANTY AGENCY
PICK UP

3047581 OR: 3112 PG: 2207

I RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
09/18/2002 at 10:55AM DWIGHT B. BROCK, CLERK

OBLD	2500.00
OBLI	2500.00
REC FEE	24.00
DOC-.35	8.75

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on July ,2002. The Second Mortgagor is:

Manuel M. Castro & Josefina C. Castro, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, Suite 275, Naples, Florida 34014. Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 42, Carson Lakes, Collier County, Florida** and which has the address of:

("Property Address"): 3572 Carson Lakes Circle, Immokalee, Florida 34142
(Street) (City) (State) (Zip)

0232 Kam

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy

of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☑ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☑ Weekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____ Signature: _____
Borrower Manuel M. Castro

Signature: _____

Witness#2: Virginia Cantu Signature: _____
Co-Borrower Josefina C. Castro

Signature: Virginia Cantu

Address: 3572 Carson Lakes Circle
Immokalee, Florida 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Manuel M. Castro & Joseline C. Castro** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of August 2002

My Commission Expires:

_____
Notary Public's Signature

(Seal) Liliana Flores
MY COMMISSION # CC902052 EXPIRES January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Liliana Flores
Notary's Printed Name

File#: 03-011

PROMISSORY NOTE

July , 2002

Borrower: Manuel M. Castro & Josefina C. Castro
3572 Carson Lakes Circle, Immokalee FL 34142
(Property Address) (City) (State)

1. **BORROWER(S) PROMISE TO PAY:** I/We promise to pay **Two Thousand Five Hundred Dollars ($2,500.00)** (this amount will be called "principal") to the order of Collier County or to any other holder of this Note (the "Lender"), whose address is 3050 Horseshoe Drive North, Suite 275, Naples, Florida 34104 . I/We understand that the Lender may transfer the Promissory Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. **INTEREST:** Interest on this Note shall be zero percent (0%) per annum; except that if I/We fail to pay this Note as required, the interest rate shall be twelve percent (12%) per annum from the date when payment of this Note is due until I/We pay it in full.

3. **PAYMENTS:** Principal payments shall be deferred for the term of the first mortgage loan or until sale of property, refinance, or loss of homestead exemption , the date the last payment is due on refinance or satisfy the first mortgage loan, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be U.S. $2,500.00 .

4. **BORROWER'S RIGHT TO PREPAY:** I/We have the right to make payments of principal at any time before they are due. A payment of principal only is know as a "prepayment". When I/We make a prepayment, I/we will tell the Note Holder in writing that I/we am doing so.

   I/We may make a full prepayment or partial prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of the principal that I owe under this Note. If I/We make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. If I/We make a partial prepayment, there will be no prepayment penalty adhering to or associated with such prepayment.

5. **LOAN CHARGES:** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits; then (i) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me/us. The Note Holder may choose to make this refund by reducing the principal that I/We owe under this Note or by making a direct payment to me/us. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. **SUBORDINATION:** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Borrower under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

   Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the First Deed of Trust and (ii) the Lender shall not have cured the default under the First Deed of Trust within the 30-day period provided in such notice sent to the Lender.

7. **BORROWER(S) FAILURE TO PAY AS REQUESTED:**

   (A) Default

   If I/we do not pay the full amount as required in Section 3 above, I/we will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me/us to pay the Note Holder's cost and expenses as described in (B) below.
   (B) Payment of Note Holder's Cost and Expenses

   If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including, but not limited to, reasonable attorneys' fees.

8. **GIVING OF NOTICES:** Unless applicable law required a different method, any notice that must be given to me/us under the Note will be given by delivering it or by mailing it by first class mail to me at the Property Address on Page 1 or at a different address if I/we give the Note Holder a notice of my/our different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I/we have been given a notice of that different address.

9. **OBLIGATIONS OF PERSONS UNDER THIS NOTE:** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. **WAIVERS:** I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. **UNIFORM SECURED NOTE:** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protection given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I/we do not keep the promises which I/we make in this Note. That Security Instrument describes how and under what conditions I/we may be required to make immediate payment in full of all amounts I/we owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred And Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured by this Security Instrument. If Borrower(s) fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder to collect and apply such proceeds in accordance with the First Deed of Trust.

12. **This note is governed and construed in accordance with the Laws of the State of Florida.**

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Manuel M. Castro (Seal)
Borrower Manuel M. Castro

Josefina C. Castro (Seal)
Borrower Josefina C. Castro

RETURN TO: Collier County Housing & Urban Improvement Department
3050 North Horseshoe Drive, #275 File# 03-011
Naples, FL 34104
Phone: (941) 403-2338 Fax: (941) 403-2331

INSTR 5531993 OR 5492 PG 875 RECORDED 3/29/2018 4:57 PM PAGES 3
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by: Wendy Klopf
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$186,291.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on March 27, 2018, Agenda Item Number 16D1.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____
as Deputy Clerk

Signature only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DCB 1/26/18

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
ANDY SOLIS, CHAIRMAN

NOT CERTIFIED COPY

EXHIBIT A

Various lots as listed below for, Carson Lakes Subdivision, As Recorded in Plat Book 34, Pages 94 through 96, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
12/30/2002	12/30/2017	Lot 1	Carson Lakes	Habitat for Humanity	2929/755	$4,848.82
12/30/2002	12/30/2017	Lot 2	Carson Lakes	Habitat for Humanity	2935/763	$4,848.82
12/30/2002	12/30/2017	Lot 3	Carson Lakes	Habitat for Humanity	2935/755	$4,848.82
8/30/2002	8/30/2017	Lot 5	Carson Lakes	Habitat for Humanity	2934/2616	$4,848.82
8/30/2002	8/30/2017	Lot 6	Carson Lakes	Habitat for Humanity	2934/2608	$4,848.82
6/21/2002	6/21/2017	Lot 7	Carson Lakes	Habitat for Humanity	2864/0616	$4,848.82
6/21/2002	6/21/2017	Lot 8	Carson Lakes	Habitat for Humanity	2864/0608	$4,848.82
6/20/2002	6/20/2017	Lot 9	Carson Lakes	Habitat for Humanity	2864/600	$4,848.82
5/8/2002	5/8/2017	Lot 10	Carson Lakes	Habitat for Humanity	2707/2263	$4,736.34
4/29/2002	4/29/2017	Lot 11	Carson Lakes	Habitat for Humanity	2707/2269	$4,736.34
4/22/2002	4/22/2017	Lot 13	Carson Lakes	Habitat for Humanity	2707/2281	$4,736.34
4/22/2002	4/22/2017	Lot 14	Carson Lakes	Habitat for Humanity	2707/2287	$4,736.34
4/22/2002	4/22/2017	Lot 15	Carson Lakes	Habitat for Humanity	2707/2395	$4,736.34
3/6/2002	3/6/2017	Lot 16	Carson Lakes	Habitat for Humanity	2707/2401	$4,736.34
3/26/2002	3/26/2017	Lot 17	Carson Lakes	Habitat for Humanity	2707/2407	$4,736.34
3/26/2002	3/26/2017	Lot 18	Carson Lakes	Habitat for Humanity	2707/2413	$4,736.34
1/24/2001	1/24/2016	Lot 20	Carson Lakes	Habitat for Humanity	2707/2425	$4,736.34
3/20/2001	3/20/2016	Lot 21	Carson Lakes	Habitat for Humanity	2707/2431	$4,736.34
3/20/2001	3/20/2016	Lot 22	Carson Lakes	Habitat for Humanity	2707/2437	$4,736.34
4/17/2001	4/17/2016	Lot 23	Carson Lakes	Habitat for Humanity	2707/2443	$4,736.34
4/17/2001	4/17/2016	Lot 24	Carson Lakes	Habitat for Humanity	2707/2449	$4,736.34
4/17/2001	4/17/2016	Lot 27	Carson Lakes	Habitat for Humanity	2707/2641	$4,736.34

CAO

4/17/2001	4/17/2016	Lot 28	Carson Lakes	Habitat for Humanity	2707/2647	$4,736.34
4/18/2001	4/18/2016	Lot 29	Carson Lakes	Habitat for Humanity	2707/2653	$4,736.34
6/14/2001	6/14/2016	Lot 30	Carson Lakes	Habitat for Humanity	2707/2659	$4,736.34
6/14/2001	6/14/2016	Lot 31	Carson Lakes	Habitat for Humanity	2707/2665	$4,736.34
6/14/2001	6/14/2016	Lot 32	Carson Lakes	Habitat for Humanity	2707/2671	$4,736.34
6/14/2001	6/14/2016	Lot 33	Carson Lakes	Habitat for Humanity	2707/2677	$4,736.34
5/8/2002	5/8/2017	Lot 35	Carson Lakes	Habitat for Humanity	2707/2689	$4,736.34
12/4/2001	12/4/2016	Lot 36	Carson Lakes	Habitat for Humanity	2707/2233	$4,736.34
5/8/2002	5/8/2017	Lot 37	Carson Lakes	Habitat for Humanity	2707/2239	$4,736.34
12/28/2001	12/28/2016	Lot 38	Carson Lakes	Habitat for Humanity	2707/2245	$4,736.34
12/21/2001	12/21/2016	Lot 39	Carson Lakes	Habitat for Humanity	2707/2251	$4,736.34
8/12/2002	8/12/2017	Lot 41	Carson Lakes	Habitat for Humanity	2864/592	$4,848.82
6/26/2002	6/26/2017	Lot 42	Carson Lakes	Habitat for Humanity	2864/656	$4,848.82
12/5/2002	12/5/2017	Lot 43	Carson Lakes	Habitat for Humanity	2934/2600	$4,848.82
12/5/2002	12/5/2017	Lot 44	Carson Lakes	Habitat for Humanity	2934/2592	$4,848.82
12/5/2002	12/5/2017	Lot 45	Carson Lakes	Habitat for Humanity	2934/2584	$4,848.82
12/30/2002	12/30/2017	Lot 46	Carson Lakes	Habitat for Humanity	2934/2576	$4,848.82
						$186,291.98

OFFICIAL RECORD COPY

File # 00-325 # 1098

Recorded 2/24/2000

Ret: ISLAND TITLE GUARANTY AGENCY [illegible] RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
PICK UP [illegible] DWIGHT E. BROCK, CLERK

2596542 OR: 2643 PG: 1967

DOC	2500.00
INT	1503.00
REC FEE	13.50
DOC- 35	3.75

THIRD MORTGAGE

THIS THIRD MORTGAGE ("Security Instrument") is given on February 18, 2000. The Third Mortgagor is:

Vinet Sanon and Aliana Sanon, Husband and Wife

("Borrower") This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Two Thousand Five Hundred Dollars and no/100 (U.S. $2,500.00) debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as , and which has the address of

("Property Address") 603 9th St. North

Immokalee FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied, first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to, all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on

the Property Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights In the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs Although Lender may take action under this paragraph 7, Lender does not have to do so Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision To this end the provisions of this Security Instrument and the Note are declared to be severable

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument However this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument
If Lender exercised this option, Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlierof (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures and default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall not apply in the case of acceleration under paragraph 17

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer

unrelated to a sale of the Note If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law The notice will state the name and address of the new LoanServicer and the address to which payments should be made The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or otheremediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and

radioactive materials As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify (a) the default (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower Borrower shall pay any recordation costs

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

( ) - Adjustable Rate Rider	( ) - Rate Improvement Rider	( ) - Condominium Rider
( ) - Graduated Payment Rider	( ) - 1-4 Family Rider	( ) - Second Home Rider
( ) - Balloon Rider	( ) - Biweekly Payment Rider	( ) - Planned Unit Development Rider
( ) - Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

Signed, sealed and delivered in the presence of

Witness#1 Michelle C Mossey Witness#2 [signature]

Signature Vinet Sanon Signature ALIANA SANON

VINET SANON ALIANA SANON

Borrower: [signature]
Address:

STATE OF Florida

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Vinet Sanon and Aliana Sanon to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that _HE / SHE__ executed the same for the purpose therein expressed

WITNESS my hand and official seal in the County and State aforesaid this 18th day of February, ~~19~~ 2000

My Commission Expires

Michelle C. Mossey
Notary Public's Signature

MICHELLE C. MOSSEY
Notary's Printed Name

(SEAL)

OFFICIAL NOTARY SEAL
MICHELLE C MOSSEY
PUBLIC STATE OF FLORIDA
COMMISSION NO. CC628313
COMMISSION EXP. MAR. 9,2001

CERTIFIED COPY

ccbo3ed.wp

Lot 6 in Block A of SEMINOLE SUBDIVISION, according to the plat thereof, recorded in Plat Book 1, on Page 31, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

*** OR: 2643 PG: 1970 ***

INSTR 5453115 OR 5435 PG 2401 RECORDED 9/29/2017 9:11 AM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Wendy Klopf
Collier County Community & Human Services Division
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT CERTIFIED COPY

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$36,448.14** of SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on 9/26, 2017, Agenda Item Number 16D2e.

ATTEST:
DWIGHT E. BROCK, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 6/30/17

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
PENNY TAYLOR, CHAIRMAN

EXHIBIT A

BLOCK A, LOTS 6, 10, 28 & 29 AND BLOCK B, LOTS 7, 8, 12, 25 & 32, SEMINOLE SUBDIVISION IN IMMOKALEE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOT CERTIFIED COPY

BCC Approval date/Item #	CO date	15 year affordability end date	Legal Description	Folio	Lien (OR/Pg)	Impact Fee Amount
02/23/99 16A4	02/23/00	02/23/15	Lot 6, Block A, Seminole	73180140008	2518/0961	$ 3,929.52
02/23/99 16A4	04/13/00	04/13/15	Lot 28, Block A, Seminole	73180600001	2518/0968	$ 3,929.52
02/23/99 16A4	04/13/00	04/13/15	Lot 29, Block A, Seminole	73180620007	2518/0975	$ 3,929.52
02/23/99 16A4	04/20/00	04/20/15	Lot 7, Block B, Seminole	73181000008	2518/0982	$ 3,929.52
02/23/99 16A4	04/20/00	04/20/15	Lot 8, Block B, Seminole	73181040000	2518/0989	$ 3,929.52
02/23/99 16A4	05/26/00	05/26/15	Lot 32, Block B, Seminole	73181680004	2518/1010	$ 3,929.52
12/14/99 16A4	08/25/00	08/25/15	Lot 10, Block A, Seminole	73180240005	2622/0664	$ 4,290.34
12/14/99 16A4	08/25/00	08/25/15	Lot 12, Block B, Seminole	73181160003	2622/0671	$ 4,290.34
02/08/00 16A6	08/25/00	08/25/15	Lot 25, Block B, Seminole	73181520009	2640/0831	$ 4,290.34
					Total	$36,448.14

Executive Summary

Recommendation to approve and authorize the Chairman to sign thirty (30) mortgage satisfactions for the State Housing Initiatives Partnership loan program in the amount of $220,479.10 and to authorize the associated budget amendment to appropriate repayment amount totaling $3,000.00. (SHIP Grant Fund 1053)

OBJECTIVE: To support the County's strategic initiative of quality of place through home ownership and/or rehabilitation assistance programs funded by the State Housing Initiatives Partnership (SHIP).

CONSIDERATIONS: The State Housing Initiatives Partnership Program (SHIP), a state affordable housing program, offers assistance to first-time homebuyers for use toward a portion of the required down payment and emergency repairs to the newly acquired home, or rehabilitation assistance to homeowners for rehabilitation to their homesteaded property. As a condition of the below rehabilitation award, the homeowner must repay the assistance provided upon sale before the end of the affordability term, refinance or loss of homestead exemption. If all conditions of the loan are met, one-third of the loan will be forgiven in five-year increments so that at the end of the fifteenth (15) year the loan is fully forgiven.

The following table provides details regarding the associated mortgages that have been satisfied through payoff, death or met the affordability period. Resolution No. 18-58 provides that in the event of the death of the borrowers, all debts will be forgiven for all affordable housing programs administered by the Collier County Community and Human Services Division (CHS). The Death Certificate for the deceased has been provided to CHS. Furthermore, there are no outstanding County Wide Impact Fees for the clients listed below.

File #	Name	Reason for Payoff	Public Record	Mortgage or Mortgage Modification Amount	Payment Amount	Countywide Impact Fee Y/N
04-032	Felipe Mendoza and Anita M. Mendoza	Affordability period met	OR 3478 PG 3245	$5,000.00	$0.00	**N ***
04-013	Adulfo B. Almanza and Maria O. deBedolla	Affordability period met	OR 3479 PG 0419	$5,000.00	$0.00	**N ***
04-012	Jaime Perez Arreguin and Araceli A. Mendoza	Affordability period met	OR 3489 PG 2776	$5,000.00	$0.00	**N ***
04-031	Manuel Saavedra and Maria G. Saavedra	Affordability period met	OR 3484 PG 1877	$5,000.00	$0.00	**N ***
04-030	Miguel Garcia and Veronica Garcia	Affordability period met	OR 3484 PG 1694	$2,500.00	$0.00	**N ***
04-071	Irma L.Ramirez	Affordability period met	OR 3507 PG 1145	$5,000.00	$0.00	**N ****
04-076	Francisco Martinez and Maria L. Velazquez	Affordability period met	OR 3524 PG 2877	$5,000.00	$0.00	**N ****

04-160	Aida Cayente N/K/A Aida Molina	Affordability period met	OR 3664 PG 0771	$10,000.00	$0.00	**N** **	
04-100	Jose E. Alfaro Jr. and Rosaura Alfaro	Affordability period met	OR 3572 PG 2261	$5,000.00	$0.00	**N** **	
04-101	Maria M. Alfaro	Affordability period met	OR 3572 PG 1733	$5,000.00	$0.00	**N** **	
04-147	Alonzo Rivera and Araceli Rivera N/K/A Araceli Galan	Affordability period met	OR 3732 PG 0223	$2,500.00	$0.00	**N** **	
04-140	Colbert J. Charlesduc and Monique Charlesduc	Affordability period met	OR 3721 PG 2405	$5,000.00	$0.00	**N** **	
04-143	Jose Ramon Galvan and Petra Galvan	Affordability period met	OR 3662 PG 1370	$5,000.00	$0.00	**N** **	
04-132	Tonya L. Passmore	Affordability period met	OR 3732 PG 2091	$5,000.00	$0.00		**N** **
04-150	Emmanuel Dieudonne and Yselande Merisier	Affordability period met	OR 3729 PG 2852	$2,500.00	$0.00	**N** **	
04-180	San Juana Harding	Affordability period met	OR 3721 PG 2424	$10,000.00	$0.00		**N** **
04-138	Juan C. Plascencia and Olga Maldonado	Affordability period met	OR 3736 PG 3109	$5,000.00	$0.00	**N** **	
04-151	Jose L. Martinez and Isabel S. Martinez	Affordability period met	OR 3721 PG 2363	$5,000.00	$0.00		**N** **
04-156	Domingo Perez and Dominga Perez	Affordability period met	OR 3664 PG 0455	$10,000.00	$0.00	**N** **	
04-145	Bernadette Geter	Affordability period met	OR 3738 PG 3788	$5,000.00	$0.00	**N** **	
04-155	Rebecca Alvarado	Affordability period met	OR 3664 PG 0735	$10,000.00	$0.00	**N** **	

04-179	Paul Vincent and Manotte Vincent	Affordability period met	OR 3664 PG 0789	$10,000.00	$0.00	**N** **	
04-157	Armando Sanchez and Maria Ester Sanchez	Affordability period met	OR 3664 PG 0473	$10,000.00	$0.00		**N** **
04-131	Melissa L. Diaz	Affordability period met	OR 3694 PG 0666	$5,000.00	$0.00	**N** **	
04-133	Joseph Benjamin and Rita Benjamin	Affordability period met	OR 3611 PG 2925	$5,000.00	$0.00	**N** **	
04-139	Salvador Ramirez and Veronica Ramirez	Affordability period met	OR 3721 PG 2387	$5,000.00	$0.00	**N** **	
04-099	Fernando Cruz and Felicita Cruz	Affordability period met	OR 3552 PG 3574	$5,000.00	$0.00		**N** **
04-075	Selina Martinez	Affordability period met	OR 3524 PG 2894	$5,000.00	$0.00		**N** **
15-10R	Gilberto L. Gomez A/K/A Gilbert L. Gomez	Deceased	OR 5386 PG 3975 Modification OR 5507 PG 2834	*See Modified Total Below	$0.00		**N**
16-038R	Gilberto L. Gomez A/K/A Gilbert L. Gomez	Deceased	OR 5605 PG 2451 Modification OR 5930 PG 1477	$54,979.10	$0.00		**N**
09-212	Simona Cook	Property Sold	OR 4540 PG 3174	$3,000.00	$3,000.00		**N**
			Total	**$220,479.10**	**$3,000.00**		

*The above property owners received SHIP Impact Fee Deferrals through the Developer (Habitat for Humanity of Collier County, Inc.) that met the 15-year affordability period, and the lien was released.

** The above property owners received SHIP Impact Fee Deferrals through the Developer (Habitat for Humanity of Collier County, Inc.) that met the 15-year affordability period, and the liens were released at the 12/10/2024 BCC Meeting.

Approval of this item will authorize the Chairman to sign the aforementioned mortgage satisfactions and the executed document shall be recorded in the Public Records of Collier County, Florida.

FISCAL IMPACT: The repaid amount of $3,000 satisfies the payoff amount for the above referenced SHIP loan. The repayment of $3,000 is considered program income of which 5% or $150 will be used as administrative funds. A Budget

Amendment will be required to recognize the program income of $3,000 in SHIP Grant Fund (1053) Project 33907. A recording fee of $10 has been paid by the homeowner who sold their home. The $10 recording fee for the twenty-nine satisfactions of mortgage will be paid from the SHIP Grant Fund (1053), Project 33807.

GROWTH MANAGEMENT IMPACT: There is no growth management impact.

LEGAL CONSIDERATIONS: This item is approved for form and legality and requires a majority vote for Board approval.-JAK

RECOMMENDATIONS: To approve and authorize the Chairman to sign thirty (30) mortgage satisfactions for the State Housing Initiatives Partnership loan program in the amount of $220,479.10 and to authorize the associated budget amendment to appropriate repayment amount totaling $3,000.00. (SHIP Grant Fund 1053)

PREPARED BY: Michelle Rubbo, Grants Support Specialist II, Community and Human Services Division

ATTACHMENTS:
1. 1.14.25 SHIP SOMS (2)-1
2. SHIP SOMS BACKUP 1.14.25 (2)
3. ZGRANT_BUDGET_NOXML_B $3,000

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Felipe Mendoza and Anita M. Mendoza to COLLIER COUNTY, dated 10/27/2003 and recorded on 1/6/2004 in Official Records Book 3478 Page 3245 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Adulfo B. Almanza and Maria O. de Bedolla to COLLIER COUNTY, dated 10/22/2003 and recorded on 1/6/2004 in Official Records Book 3479 Page 0419 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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OF COLLIER COUNTY, FLORIDA

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BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Jaime Perez Arreguin and Araceli A. Mendoza to COLLIER COUNTY, dated 10/21/2003 and recorded on 1/26/2004 in Official Records Book 3489 Page 2776 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Manuel Saavedra and Maria G. Saavedra to COLLIER COUNTY, dated 12/29/2003 and recorded on 1/15/2004 in Official Records Book 3484 Page 1877 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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Approval for form and legality:

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ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Miguel Garcia and Veronica Garcia to COLLIER COUNTY, dated 12/24/2003 and recorded on 1/15/2004 in Official Records Book 3484 Page 1694 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $2,500.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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OF COLLIER COUNTY, FLORIDA

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BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
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OF COLLIER COUNTY, FLORIDA

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~~ASSISTANT~~ COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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BURT L. SAUNDERS, CHAIRPERSON

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ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
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Naples, FL 34112

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OF COLLIER COUNTY, FLORIDA

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Approval for form and legality:

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COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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Collier County
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Naples, FL 34112

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Collier County
Community and Human Services
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Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Tonya L. Passmore to COLLIER COUNTY, dated 6/28/2004 and recorded on 2/10/2005 in Official Records Book 3732 Page 2091 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by San Juana Harding to COLLIER COUNTY, dated 11/9/2004 and recorded on 1/25/2005 in Official Records Book 3721 Page 2424 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $10,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

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KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Juan C. Plascencia and Olga Maldonado to COLLIER COUNTY, dated 6/28/2004 and recorded on 2/18/2005 in Official Records Book 3736 Page 3109 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

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BURT L. SAUNDERS, CHAIRPERSON

Approval of form and legality:

_____
ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Domingo Perez and Dominga Perez to COLLIER COUNTY, dated 8/23/2004 and recorded on 10/20/2004 in Official Records Book 3664 Page 0455 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $10,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
~~ASSISTANT~~ COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY**, whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112**, the owner(s) and holder(s) of a certain Mortgage executed by Bernadette Geter to COLLIER COUNTY, dated 7/19/2004 and recorded on 2/22/2005 in Official Records Book 3738 Page 3788 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
~~ASSISTANT~~ COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Rebecca Alvarado to COLLIER COUNTY, dated 8/27/2004 and recorded on 10/20/2004 in Official Records Book 3664 Page 0735 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $10,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Paul Vincent and Manotte Vincent to COLLIER COUNTY, dated 8/27/2004 and recorded on 10/20/2004 in Official Records Book 3664 Page 0789 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $10,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

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CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Armando Sanchez and Maria Ester Sanchez to COLLIER COUNTY, dated 9/8/2004 and recorded on 10/20/2004 in Official Records Book 3664 Page 0473 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $10,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
~~ASSISTANT~~ COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Melissa L. Diaz to COLLIER COUNTY, dated 7/30/2004 and recorded on 12/10/2004 in Official Records Book 3694 Page 0666 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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~~ASSISTANT~~ COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Joseph Benjamin and Rita Benjamin to COLLIER COUNTY, dated 6/28/2004 and recorded on 7/22/2004 in Official Records Book 3611 Page 2925 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Salvador Ramirez and Veronica Ramirez to COLLIER COUNTY, dated 7/20/2004 and recorded on 1/25/2005 in Official Records Book 3721 Page 2387 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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ASSISTANT COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Fernando Cruz and Felicita Cruz to COLLIER COUNTY, dated 4/12/2004 and recorded on 4/30/2004 in Official Records Book 3552 Page 3574 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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~~ASSISTANT~~ COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Selina Martinez to COLLIER COUNTY, dated 2/27/2004 and recorded on 3/19/2004 in Official Records Book 3524 Page 2894 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $5,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

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~~ASSISTANT~~ COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Gilberto L. Gomez A/K/A Gilbert L. Gomez to COLLIER COUNTY, dated 4/19/2017 and recorded on 4/26/2017 in Official Records Book 5386 Page 3975 and modified by Mortgage Modification Agreement executed 5/7/2018 and recorded 5/8/2018 in Official Records Book 5507 Page 2834 and a Mortgage executed by Gilbert L. Gomez to COLLIER COUNTY, dated 3/1/2019 and recorded on 3/7/2019 in Official Records Book 5605 Page 2451 and modified by Mortgage Modification Agreement executed 1/7/2021 and recorded 4/19/2021 in Official Records Book 5930 Page 1477 of the Public Records of Collier County, Florida, having satisfied the criteria for forgiveness of the $54,979.10 of SHIP funds, for said mortgage upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
~~ASSISTANT~~ COUNTY ATTORNEY

Prepared by: Michelle Rubbo
Collier County
Community and Human Services
3339 E. Tamiami Trail
Naples, FL 34112

THIS SPACE FOR RECORDING

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **COLLIER COUNTY,** whose post office address is **3299 E TAMIAMI TRAIL, NAPLES, FLORIDA 34112,** the owner(s) and holder(s) of a certain Mortgage executed by Simona Cook to COLLIER COUNTY, dated 2/24/2010 and recorded on 2/25/2010 in Official Records Book 4540 Page 3174 of the Public Records of Collier County, Florida, having met the affordability housing obligation associated with the $3,000.00 of SHIP funds and certain promises and obligations set forth in said Mortgage, upon the property described in the aforementioned mortgage.

COLLIER COUNTY hereby acknowledges satisfaction of said Mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of said Circuit Court to cancel the same of record.

This Satisfaction of Mortgage was approved by the Board of County Commissioners on _____, 2025, Agenda Item Number_____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By:_____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approval for form and legality:

_____
~~ASSISTANT~~ COUNTY ATTORNEY

1081

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3324888 OR: 3478 PG: 3245
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/06/2004 at 02:02PM DWIGHT B. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on October 27, 2003 The Second Mortgagor is:

Felipe & Anita M. Mendoza, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 47, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3372 Carson Lakes Circle, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: ROBERT R RICE
Signature: [signature]
Witness#2: Joyce L Rice
Signature: Joyce L Rice

Signature: Felipe Mendoza
Borrower Felipe Mendoza

Signature: Anita M Mendoza
Co-Borrower Anita M. Mendoza

Address: 3372 Carson Lakes Circle
Immokalee, Florida 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Felipe & Anita M. Mendoza** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of October, 2003.

My Commission Expires:

(Seal)

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public's Signature
Liliana Flores
Notary's Printed Name

File#: 04-032

INSTR 5734264 OR 5648 PG 340 RECORDED 7/2/2019 11:16 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT RECORDED

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$54,746.82** SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's signature only.

Approved for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

CAO

EXHIBIT A

Various lots as listed below for, Carson Lakes Phase II Subdivision, being a replat of tract "A" of Carson Lakes, as recorded in plat book 34, at pages 94 through 96, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
10/20/2003	10/20/2018	Lot 49	Carson Lakes Phase II	Habitat for Humanity	3251/0025	$6,082.98
10/20/2003	20/20/2018	Lot 50	Carson Lakes Phase II	Habitat for Humanity	3251/0033	$6,082.98
10/21/2003	10/21/2018	Lot 47	Carson Lakes Phase II	Habitat for Humanity	3251/0009	$6,082.98
12/12/2003	12/12/2018	Lot 51	Carson Lakes Phase II	Habitat for Humanity	3251/0041	$6,082.98
12/12/2003	12/12/2018	Lot 52	Carson Lakes Phase II	Habitat for Humanity	3251/0049	$6,082.98
12/12/2003	12/12/2018	Lot 53	Carson Lakes Phase II	Habitat for Humanity	3251/0073	$6,082.98
12/12/2003	12/12/2018	Lot 54	Carson Lakes Phase II	Habitat for Humanity	3251/0065	$6,082.98
12/12/2003	12/12/2018	Lot 55	Carson Lakes Phase II	Habitat for Humanity	3251/0057	$6,082.98
12/12/2003	12/12/2018	Lot 56	Carson Lakes Phase II	Habitat for Humanity	3251/0081	$6,082.98
						$54,746.82

SCANNED

1082

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3324999 OR: 3479 PG: 0419
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/06/2004 at 02:55PM DWIGHT E. BROCK, CLERK
SECOND MORTGAGE

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

Oct 22 -

THIS SECOND MORTGAGE ("Security Instrument") is given on ~~September~~ , 2003 The Second Mortgagor is:

Adulfo B. Almanza and Maria O. de Bedolla, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S.$ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 49, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3380 Carson Lakes Circle, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph) and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Lillie Flores

Signature:

Signature: Adulfo B. Almanza
Borrower Adulfo B. Almanza

Signature: Maria Ortega de Bedolla
Co-Borrower Maria O. de Bedolla

Address: 3380 Carson Lakes Circle
Immokalee, Florida 34142

COLLIER COUNTY FLORIDA
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Adulfo B. Almanza and Maria O. de Bedolla** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of October, 2003.

My Commission Expires:

(Seal)

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-013

INSTR 5734264 OR 5648 PG 340 RECORDED 7/2/2019 11:16 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$54,746.82** SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's signature only.

Approved for form and legality:

Jennifer A. Belpedio
Assistant County Attorney

DAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

CAO

EXHIBIT A

Various lots as listed below for, Carson Lakes Phase II Subdivision, being a replat of tract "A" of Carson Lakes, as recorded in plat book 34, at pages 94 through 96, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
10/20/2003	10/20/2018	Lot 49	Carson Lakes Phase II	Habitat for Humanity	3251/0025	$6,082.98
10/20/2003	20/20/2018	Lot 50	Carson Lakes Phase II	Habitat for Humanity	3251/0033	$6,082.98
10/21/2003	10/21/2018	Lot 47	Carson Lakes Phase II	Habitat for Humanity	3251/0009	$6,082.98
12/12/2003	12/12/2018	Lot 51	Carson Lakes Phase II	Habitat for Humanity	3251/0041	$6,082.98
12/12/2003	12/12/2018	Lot 52	Carson Lakes Phase II	Habitat for Humanity	3251/0049	$6,082.98
12/12/2003	12/12/2018	Lot 53	Carson Lakes Phase II	Habitat for Humanity	3251/0073	$6,082.98
12/12/2003	12/12/2018	Lot 54	Carson Lakes Phase II	Habitat for Humanity	3251/0065	$6,082.98
12/12/2003	12/12/2018	Lot 55	Carson Lakes Phase II	Habitat for Humanity	3251/0057	$6,082.98
12/12/2003	12/12/2018	Lot 56	Carson Lakes Phase II	Habitat for Humanity	3251/0081	$6,082.98
						$54,746.82

NOT A CERTIFIED COPY

1083

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3334164 OR: 3489 PG: 2776
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/26/2004 at 09:25AM DWIGHT B. BROCK, CLERK
SECOND MORTGAGE

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

THIS SECOND MORTGAGE ("Security Instrument") is given on ~~September~~ October 21, 2003 The Second Mortgagor is:

Jaime Perez Arreguin & Araceli A. Mendoza , Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3050 North Horseshoe Drive, #275, Naples, Florida 34014 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S.$ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 50, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3384 Carson Lakes Circle, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

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23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: _____ Signature: _____
Borrower Jaime Perez Arreguin

Signature: Lillie Flores

Witness#2: Virginia Cantu Signature: Araceli A. Mendoza
Co-Borrower Araceli A. Mendoza

Signature: Virginia Cantu

Address: 3384 Carson Lakes Circle
Immokalee, Florida 34142

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Jaime Perez Arreguin & Araceli A. Mendoza to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 21 day of October, 2003.

My Commission Expires:

(Seal)

Notary Public's Signature

Liliana Flores
Notary's Printed Name

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

File#: 04-012

COLLIER COUNTY FLORIDA COPY CLERK OF THE CIRCUIT COURT

INSTR 5734264 OR 5648 PG 340 RECORDED 7/2/2019 11:16 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County,** having met the 15 year affordability housing obligation associated with the **$54,746.82** SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's signature only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

CAO

EXHIBIT A

Various lots as listed below for, Carson Lakes Phase II Subdivision, being a replat of tract "A" of Carson Lakes, as recorded in plat book 34, at pages 94 through 96, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
10/20/2003	10/20/2018	Lot 49	Carson Lakes Phase II	Habitat for Humanity	3251/0025	$6,082.98
10/20/2003	20/20/2018	Lot 50	Carson Lakes Phase II	Habitat for Humanity	3251/0033	$6,082.98
10/21/2003	10/21/2018	Lot 47	Carson Lakes Phase II	Habitat for Humanity	3251/0009	$6,082.98
12/12/2003	12/12/2018	Lot 51	Carson Lakes Phase II	Habitat for Humanity	3251/0041	$6,082.98
12/12/2003	12/12/2018	Lot 52	Carson Lakes Phase II	Habitat for Humanity	3251/0049	$6,082.98
12/12/2003	12/12/2018	Lot 53	Carson Lakes Phase II	Habitat for Humanity	3251/0073	$6,082.98
12/12/2003	12/12/2018	Lot 54	Carson Lakes Phase II	Habitat for Humanity	3251/0065	$6,082.98
12/12/2003	12/12/2018	Lot 55	Carson Lakes Phase II	Habitat for Humanity	3251/0057	$6,082.98
12/12/2003	12/12/2018	Lot 56	Carson Lakes Phase II	Habitat for Humanity	3251/0081	$6,082.98
						$54,746.82

NOT A CERTIFIED COPY

1084

3329666 OR: 3484 PG: 1877

Retn:
BANKERS TITLE INSURANCE CORP
PICK UP

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/15/2004 at 11:03AM DWIGHT E. BROCK, CLERK

DSLD	5000.00
DSLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on December 24 2003 The Second Mortgagor is:

Manuel & Maria G. Saavedra, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 51, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3388 Carson Lakes Circle, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu
Signature: Virginia Cantu
Witness#2: Liliana Flores
Signature:

Signature: Manuel Saavedra
Borrower Manuel Saavedra

Signature: Maria G. Saavedra
Co-Borrower Maria G. Saavedra

Address: 3388 Carson Lakes Circle
Immokalee, Florida 34142

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Manuel & Maria G. Saavedra** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 17th day of December, 2003.

My Commission Expires:

(Seal)

Notary Public's Signature
Liliana Flores
Notary's Printed Name

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

File#: 04-031

INSTR 5734264 OR 5648 PG 340 RECORDED 7/2/2019 11:16 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT CERTIFIED

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County,** having met the 15 year affordability housing obligation associated with the **$54,746.82** SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's signature only.

Approved for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

JAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

CAO

EXHIBIT A

Various lots as listed below for, Carson Lakes Phase II Subdivision, being a replat of tract "A" of Carson Lakes, as recorded in plat book 34, at pages 94 through 96, inclusive, of the Public Records of Collier County, Florida.

CO date	15 year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
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10/20/2003	20/20/2018	Lot 50	Carson Lakes Phase II	Habitat for Humanity	3251/0033	$6,082.98
10/21/2003	10/21/2018	Lot 47	Carson Lakes Phase II	Habitat for Humanity	3251/0009	$6,082.98
12/12/2003	12/12/2018	Lot 51	Carson Lakes Phase II	Habitat for Humanity	3251/0041	$6,082.98
12/12/2003	12/12/2018	Lot 52	Carson Lakes Phase II	Habitat for Humanity	3251/0049	$6,082.98
12/12/2003	12/12/2018	Lot 53	Carson Lakes Phase II	Habitat for Humanity	3251/0073	$6,082.98
12/12/2003	12/12/2018	Lot 54	Carson Lakes Phase II	Habitat for Humanity	3251/0065	$6,082.98
12/12/2003	12/12/2018	Lot 55	Carson Lakes Phase II	Habitat for Humanity	3251/0057	$6,082.98
12/12/2003	12/12/2018	Lot 56	Carson Lakes Phase II	Habitat for Humanity	3251/0081	$6,082.98
						$54,746.82

EXECUTED COPY

1086

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3329617 OR: 3484 PG: 1694
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/15/2004 at 10:36AM DWIGHT E. BROCK, CLERK

OBLD	2500.00
OBLI	2500.00
REC FEE	15.00
DOC-.35	8.75

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on December 24, 2003. The Second Mortgagor is:

Miguel & Veronica Garcia, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014. Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 53, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3396 Carson Lakes Circle, Immokalee, Florida 34142
(Street) (City) (State) (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy

of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Weekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Liliana Flores

Signature:

Signature: Miguel Garcia
Borrower Miguel Garcia

Signature: Veronica Garcia
Co-Borrower Veronica Garcia

Address: 3396 Carson Lakes Circle
Immokalee, Florida 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Miguel & Veronica Garcia** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 4th day of December 2003.

My Commission Expires:

(Seal)

Notary Public's Signature

Liliana Flores
Notary's Printed Name

Liliana Flores
MY COMMISSION # CC902052 EXPIRES
January 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

File#: 04-030

INSTR 5734264 OR 5648 PG 340 RECORDED 7/2/2019 11:16 AM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by: Hilary Halford
Collier County Community & Human Services Division
3339 E Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

NOT OFFICIAL UNTIL RECORDED

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County,** whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Impact Fee Waiver Agreements executed by **Habitat for Humanity of Collier County, Inc.** to **Collier County**, having met the 15 year affordability housing obligation associated with the **$54,746.82** SHIP Impact Fee Waivers, of which is hereby acknowledged does remise, release, quitclaim, exonerate and discharge from the lien and operation of the said agreement, that certain portion of the premises conveyed by said lien, more particularly described as follows:

See Exhibit A

The undersigned is authorized to and does hereby release these Liens with respect to the above-named properties, and consents to these Liens being forever discharged of record with respect to said properties.

This Release of Lien was approved by the Board of County Commissioners on June 25, 2019, Agenda Item Number 16.D.4.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, DEPUTY CLERK

Attest as to Chairman's signature only.

Approval for form and legality:

_____
Jennifer A. Belpedio
Assistant County Attorney

DAB 4/24/19

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
WILLIAM L. MCDANIEL, JR., CHAIRMAN

CAO

EXHIBIT A

Various lots as listed below for, Carson Lakes Phase II Subdivision, being a replat of tract "A" of Carson Lakes, as recorded in plat book 34, at pages 94 through 96, inclusive, of the Public Records of Collier County, Florida.

CO date	15-year affordability end date	Legal	Subdivision	Organization Name	Impact Fee (OR/Pg)	Amount
10/20/2003	10/20/2018	Lot 49	Carson Lakes Phase II	Habitat for Humanity	3251/0025	$6,082.98
10/20/2003	20/20/2018	Lot 50	Carson Lakes Phase II	Habitat for Humanity	3251/0033	$6,082.98
10/21/2003	10/21/2018	Lot 47	Carson Lakes Phase II	Habitat for Humanity	3251/0009	$6,082.98
12/12/2003	12/12/2018	Lot 51	Carson Lakes Phase II	Habitat for Humanity	3251/0041	$6,082.98
12/12/2003	12/12/2018	Lot 52	Carson Lakes Phase II	Habitat for Humanity	3251/0049	$6,082.98
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12/12/2003	12/12/2018	Lot 56	Carson Lakes Phase II	Habitat for Humanity	3251/0081	$6,082.98
						$54,746.82

RECORDED

#104332

3349080 OR: 3507 PG: 1145

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
02/24/2004 at 02:41PM DWIGHT E. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

THIS SECOND MORTGAGE ("Security Instrument") is given on January 30, 2004 The Second Mortgagor is:

Irma L. Ramirez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 57, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3412 Carson Lakes Circle, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

RETURN TO:
LAWYERS TITLE INSURANCE CORPORATION
04002878 GB

COPY

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the
Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Lillie Flores

Signature:

Signature: Irma L. Ramirez
Borrower

Signature:
Co- Borrower

Address: 3412 Carson Lakes Circle
Immokalee, Florida 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Irma L. Ramirez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of August, 2004

My Commission Expires:

(Seal)

Liliana Flores
Notary Public's Signature

Liliana Flores
Notary's Printed Name

LILIANA FLORES
MY COMMISSION # DD 272361
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

File#: 04-071

3363438 OR: 3524 PG: 2877

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/19/2004 at 11:54AM DWIGHT B. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

1092

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

THIS SECOND MORTGAGE ("Security Instrument") is given on February 27, 2004 The Second Mortgagor is:

Francisco Martinez & Maria L. Velazquez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as Lot 59, Carson Lakes Phase II, Collier County, Florida and which has the address of:

("Property Address"): 3424 Cargon Lakes Circle, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

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judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Liliana Flores

Signature:

Signature: Francisco Martinez
Borrower **Francisco Martinez**

Signature: Maria L. Velazquez
Co-Borrower **Maria L. Velazquez**

Address: **3424 Carson Lakes Circle**
Immokalee, Florida 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Francisco Martinez & Maria L. Velazquez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of February, 2004.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2006
Bonded Thru Notary Public Underwriters

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-076

10510

3494360 OR: 3664 PG: 0771
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/20/2004 at 02:23PM DWIGHT B. BROCK, CLERK
OBLD 10000.00
OBLI 10000.00
REC FEE 27.00
DOC-.35 35.00

SECOND MORTGAGE

Retn:
LAWYERS TITLE
5125 CASTELLO DR
NAPLES FL 34103

THIS SECOND MORTGAGE ("Security Instrument") is given on August 23, 2004 The Second Mortgagor is:

Alda Cayente, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Ten Thousand and No/100ths Dollars (U.S. $ 10,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 60, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3428 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's

security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☑ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Benjamin

Signature: Agnes Benjamin

Signature: Aida Cayente
Borrower
Aida Cayente

Signature:
Co-Borrower

Address: 3428 Carson Lakes Circle,
Immokalee, FL 34142

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Aida Cayente** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 23 day of August, 20 04

My Commission Expires:

Notary Public's Signature
Liliana Flores
Notary's Printed Name

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272
EXPIRES: January 13, 200
Bonded Thru Notary Public Under

RETURN TO:
LAWYERS TITLE INSURANCE
CORPORATION

File#: 04-160

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3408415 OR: 3572 PG: 2261

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
05/26/2004 at 09:30AM DWIGHT B. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on May 26, 2004 The Second Mortgagor is:

Jose E. Alfaro, Jr. & Rosaura Alfaro, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 63, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3440 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Benjamin

Signature: Agnes Benjamin

Signature: _____
Borrower Jose E. Alfaro, Jr.

Signature: Rosaura Alfaro
Co-Borrower Rosaura Alfaro

Address: 3440 Carson Lakes Circle
Immokalee, FL 34142

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Jose E. Alfaro, Jr. & Rosaura Alfaro** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of May, 20 04.

My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

File#: 04-100

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3408218 OR: 3572 PG: 1733
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
05/26/2004 at 08:54AM DWIGHT E. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	15.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on May 7, 2004 The Second Mortgagor is:

Maria M. Alfaro, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 64, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3444 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A) (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Ana Benjamin

Signature:

Witness#2: Virginia Cantu

Signature: Virginia Cantu

Signature: Borrower Maria M. Alfaro

Signature: Co- Borrower

Address: 3444 Carson Lakes Circle
Immokalee, FL 34142

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Maria M. Alfaro** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 12 day of May, 2004.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272361
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

Notary Public's Signature: Liliana Flores

Notary's Printed Name: Liliana Flores

File#: 04-101

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3556641 OR: 3732 PG: 0223

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
02/10/2005 at 10:50AM DWIGHT B. BROCK, CLERK

OBLD 2500.00
OBLI 2500.00
REC FEE 27.00
DOC-.35 8.75

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on 7/26,2004. The Second Mortgagor is:

Alonzo & Araceli Rivera, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34014 . Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 65, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3448 Carson Lakes Circle, Immokalee, FL 34142
(Street) (City) (State) (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the

Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the
Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Weekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Canter

Signature: Virginia Canter

Witness#2: Andres Mendoza

Signature: Andres Mendoza

Signature: Alonzo Rivera
Borrower Alonzo Rivera

Signature: Araceli Rivera
Co- Borrower Araceli Rivera

Address: 3448 Carson Lakes Circle, Immokalee, FL 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Alonzo & Araceli Rivera to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 26 day of July, 2004.

My Commission Expires:

(Seal)

Notary Public's Signature

Liliana Flores
Notary's Printed Name

LILIANA FLORES
MY COMMISSION # DD 272361
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

File#: 04-147

RETURN TO:
LAWYERS TITLE INSURANCE CORPORATION

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3546857 OR: 3721 PG: 2405

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/25/2005 at 02:49PM DWIGHT E. BROCK, CLERK

OBLD 5000.00
OBLI 5000.00
REC FEE 27.00
DOC-.35 17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on August 23 2004 The Second Mortgagor is:

Colbert J. & Monique Charlesduc, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S.$ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 66, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3452 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's

COPY

RETURN TO:
LAWYERS TITLE INSURANCE CORPORATION

security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu
Signature: Virginia Cantu
Witness#2: Agnes Benjamin
Signature: Agnes Benjamin

Signature: Colbert J. Charlesduc
Borrower: Colbert J. Charlesduc

Signature: Monique Charlesduc
Co-Borrower: Monique Charlesduc

Address: 3452 Carson Lakes Circle,
Immokalee, FL 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Colbert J. & Monique Charlesduc** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 23 day of August, 2004.

My Commission Expires:

(Seal) LILIANA FLORES MY COMMISSION # DD 272381 EXPIRES: January 19, 2008 Bonded Thru Notary Public Underwriters

Notary Public's Signature: Liliana Flores
Notary's Printed Name

RETURN TO: LAWYERS TITLE INSURANCE CORPORATION

File#: 04-140

1699

3492564 OR: 3662 PG: 1370
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/18/2004 at 01:24PM DWIGHT E. BROCK, CLERK
OBLD 5000.00
OBLI 5000.00
REC FEE 27.00
DOC-.35 17.50

SECOND MORTGAGE

Retn:
LAWYERS TITLE
5125 CASTELLO DR
NAPLES FL 34103

THIS SECOND MORTGAGE ("Security Instrument") is given on July 29 2004 The Second Mortgagor is:

Jose Ramon Galvan and Petra Galvan, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 67, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3456 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☒ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: _____

Signature: _____

Signature: Jose Ramon Galvan
Borrower Jose Ramon Galvan

Signature: Petra Galvan
Co- Borrower Petra Galvan

Address: 3456 Carson Lakes Circle,
Immokalee, FL 34142

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF_____

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Jose Ramon Galvan and Petra Galvan** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (he/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 10 day of July, 20 04.

My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name

LILIANA FLORES
MY COMMISSION # DD 272361
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

File#: 04-143

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3556984 OR: 3732 PG: 2091

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
02/10/2005 at 04:04PM DWIGHT E. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	27.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on June 8, 2004 The Second Mortgagor is:

Tonya L. Passmore, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 68, Carson Lakes, Phase II, County, Florida** and which has the address of:

("Property Address"): 3460 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Mendoza

Signature: AGNES MENDOZA

Signature: Tonya L. Passmore
Borrower Tonya L. Passmore

Signature:
Co- Borrower

Address: 3460 Carson Lakes Circle
Immokalee, FL 34142

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Tonya L. Passmore** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 28th day of June, 2004.

My Commission Expires:

(Seal)

Notary Public's Signature

Liliana Flores
Notary's Printed Name

LILIANA FLORES
MY COMMISSION # DD 272361
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

File#: 04-132

1101
File # 04-150

OBLD	2500.00
OBLI	2500.00
REC FEE	27.00
DOC-.35	8.75

SECOND MORTGAGE

3554475 OR: 3729 PG: 2852

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
02/07/2005 at 01:24PM DWIGHT B. BROCK, CLERK

THIS SECOND MORTGAGE ("Security Instrument") is given on July 27, 2004. The Second Mortgagor is:

Emmanuel Dieudonne & Yselande Merisier, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, #400, Naples, Florida 34014. Borrower owes Lender the sum of Two Thousand Five Hundred and No/100ths Dollars (U.S. $ 2,500.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as Lot 69, Carson Lakes, Phase II, Collier County, Florida and which has the address of:

("Property Address"): 3464 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's

TITLE INSURANCE

security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

RETURN TO: FIRST AMERICAN TITLE INSURANCE COMPANY

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☑ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Mendoza

Signature: Agnes Mendoza

Signature: _____
Borrower Emmanuel Dieudonne

Signature: _____
Co-Borrower Yselande Merisier

Address: 3464 Carson Lakes Circle,
Immokalee, FL 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Emmanuel Dieudonne & Yselande Merisier** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 11th day of July, 20 04

My Commission Expires:

(Seal)

Notary Public's Signature

Liliana Flores
Notary's Printed Name

LILIANA FLORES
MY COMMISSION # DD 272361
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

File#:

RETURN TO: [illegible] TITLE INSURANCE [illegible]

COPY NOT CERTIFIED

✓

10525

SECOND MORTGAGE

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3546864 OR: 3721 PG: 2424
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/25/2005 at 02:49PM DWIGHT B. BROCK, CLERK

OBLD	10000.00
OBLI	10000.00
REC FEE	27.00
DOC-.35	35.00

THIS SECOND MORTGAGE ("Security Instrument") is given on November 9, 2004. The Second Mortgagor is:

San Juana Harding, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, #400, Naples, Florida 34014. Borrower owes Lender the sum of Ten Thousand and No/100ths Dollars (U.S. $ 10,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 70, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3481 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Mendoza

Signature:

Signature: San Juana Harding
Borrower

Signature:
Co-Borrower

Address: 3481 Carson Lakes Circle,
Immokalee, FL 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **San Juana Harding** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 9th day of November, 20 04.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-180

10489

SECOND MORTGAGE

3561317 OR: 3736 PG: 3109

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
02/18/2005 at 08:13AM DWIGHT E. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	27.00
DOC-.35	17.50

Retn:
LAWYERS TITLE
5125 CASTELLO DR
NAPLES FL 34103

THIS SECOND MORTGAGE ("Security Instrument") is given on June 28, 2004 The Second Mortgagor is:

Juan C. Plascencia, A Single Person joined by Olga Maldonado, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as Lot 72, Carson Lakes, Phase II, Collier County, Florida and which has the address of:

("Property Address"): 3473 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

OR: 3736 PG: 3110

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

*** OR: 3736 PG: 3111 ***

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Carter

Signature: Virginia Carter

Witness#2: AGNES Benjamin

Signature: Agnes Benjamin

Signature: Juan C. Plascencia
Borrower Juan C. Plascencia

Signature: Olga Maldonado
Co- Borrower Olga Maldonado

Address: 3473 Carson Lakes Circle
Immokalee, FL 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Juan C. Plascencia & Olga Maldonado** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 24th day of June, 20 04

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 18, 2008
Bonded Thru Notary Public Underwriters

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-138

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3546845 OR: 3721 PG: 2363
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/25/2005 at 02:49PM DWIGHT B. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	27.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on July 30, 2004 The Second Mortgagor is:

Jose L. & Isabel S. Martinez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as (Lot 73, Carson Lakes, Phase II, Collier County, Florida and which has the address of:

("Property Address"): 3469 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's

security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Mendoza

Signature: Agnes Mendoza

Signature: Jose L. Martinez
Borrower Jose L. Martinez

Signature: Isabel S. Martinez
Co-Borrower Isabel S. Martinez

Address: 3469 Carson Lakes Circle,
Immokalee, FL 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Jose L. & Isabel S. Martinez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of July 2004.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-151

10506

3494276 OR: 3664 PG: 0455
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/20/2004 at 01:55PM DWIGHT E. BROCK, CLERK
OBLD 10000.00
OBLI 10000.00
REC FEE 27.00
DOC-.35 35.00

SECOND MORTGAGE

Retn:
LAWYERS TITLE
5125 CASTELLO DR
NAPLES FL 34103

THIS SECOND MORTGAGE ("Security Instrument") is given on August 23, 2004 The Second Mortgagor is:

Domingo & Dominga Perez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104 . Borrower owes Lender the sum of Ten Thousand and No/100ths Dollars (U.S. $ 10,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 74, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3465 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's

RETURN TO:
LAWYERS TITLE INSURANCE
CORPORATION

security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu
Signature: Virginia Cantu

Witness#2: Agnes Benjamin
Signature: Agnes Benjamin

Signature: Domingo Perez
Borrower Domingo Perez

Signature: Dominga Perez
Co-Borrower Dominga Perez

Address: 3465 Carson Lakes Circle,
Immokalee, FL 34142

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Domingo & Dominga Perez** to me known to be the person(s) described in and who executed the foregoing Instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 23 day of August, 2004.

My Commission Expires:

(Seal) LILIANA FLORES MY COMMISSION # DD 272381 EXPIRES: January 12, 2008 Bonded Thru Notary Public Underwriters

Notary Public's Signature
Liliana Flores
Notary's Printed Name

RETURN TO:
LAWYERS TITLE INSURANCE CORPORATION

File#: 04-156

10495

Retn: LAWYERS TITLE INSURANCE CORP PICK UP

3563317 OR: 3738 PG: 3788

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL 02/22/2005 at 03:58PM DWIGHT E. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	27.00
DOC-.35	17.50
Copies	3.00

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on July , 2004 The Second Mortgagor is:

Bernadette Geter, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104 . Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as (Lot 76, Carson Lakes, Phase II, County, Florida and which has the address of:

("Property Address"): 3457 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

RETURN TO: LAWYERS TITLE INSURANCE CORPORATION

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

agraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments ould be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous ubstances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Rate Improvement Rider
- ☐ Condominium Rider
- ☐ Graduated Payment Rider
- ☐ 1-4 Family Rider
- ☐ Second Home Rider
- ☐ Balloon Rider
- ☐ Biweekly Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Other(s) (specify

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: _____

Signature: _____

Signature: Bernadette Geter
Borrower Bernadette Geter

Signature: _____
Co- Borrower

Address: 3457 Carson Lakes Circle,
Immokalee, FL 34142

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Bernadette Geter** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 19 day of July, 2004.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2006
Bonded Thru Notary Public Underwriters

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-145

10505

3494348 OR: 3664 PG: 0735
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/20/2004 at 02:23PM DWIGHT E. BROCK, CLERK
OBLD 10000.00
OBLI 10000.00
REC FEE 27.00
DOC-.35 35.00

SECOND MORTGAGE

Retn:
LAWYERS TITLE
5125 CASTELLO DR
NAPLES FL 34103

THIS SECOND MORTGAGE ("Security Instrument") is given on August 27, 2004 The Second Mortgagor is:

Rebecca Alvarado, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Ten Thousand and No/100ths Dollars (U.S. $ 10,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 77, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3453 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security Instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's

security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

RETURN TO:
LAWYERS TITLE INSURANCE
CORPORATION

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Mendoza

Signature: [signature]

Signature: Rebecca Alvarado
Borrower Rebecca Alvarado

Signature:
Co- Borrower

Address: 3453 Carson Lakes Circle, Immokalee, FL 34142

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Rebecca Alvarado** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 27 day of August, 20 01.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

Liliana Flores
Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-155

105524

3494366 OR: 3664 PG: 0789

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL

SECOND MORTGAGE 10/20/2004 at 02:23PM DWIGHT E. BROCK, CLERK

OBLD	10000.00
OBLI	10000.00
REC FEE	27.00
DOC-.35	35.00

Retn:
LAWYERS TITLE
5125 CASTELLO DR
NAPLES FL 34103

THIS SECOND MORTGAGE ("Security Instrument") is given on August 27, 2004. The Second Mortgagor is:

Paul & Manotte Vincent , Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, #400, Naples, Florida 34014 . Borrower owes Lender the sum of Ten Thousand and No/100ths Dollars (U.S. $ 10,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 78, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3449 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lendor Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the
Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Alves Mendoza

Signature:

Signature: Paul Vincent
Borrower Paul Vincent

Signature: Manotte Vincent
Co-Borrower Manotte Vincent

Address: 3449 Carson Lakes Circle,
Immokalee, FL 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Paul & Manotte Vincent** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of August, 2004.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-179

10507

3494282 OR: 3664 PG: 0473
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/20/2004 at 01:55PM DWIGHT B. BROCK, CLERK
DBLD 10000.00
DBLI 10000.00
REC FEE 27.00
DOC-.35 35.00

SECOND MORTGAGE

Retn:
LAWYERS TITLE
5125 CASTELLO DR
NAPLES FL 34103

THIS SECOND MORTGAGE ("Security Instrument") is given on Sept. 8, 2004 The Second Mortgagor is:

Armando & Maria Ester Sanchez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Ten Thousand and No/100ths Dollars (U.S. $ 10,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 79, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3445 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's

RETURN TO:
LAWYERS TITLE INSURANCE
CORPORATION

security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

RETURN TO:
LAWYERS TITLE INSURANCE
CORPORATION

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Reyes/Mendoza

Signature:

Signature: Armando Sanchez
Borrower Armando Sanchez

Signature: Maria Esther Sanchez
Co-Borrower Maria Ester Sanchez

Address: 3445 Carson Lakes Circle,
Immokalee, FL 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Armando & Maria Ester Sanchez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 11 day of Septembe, 20 04.

My Commission Expires:

(Seal)

Notary Public's Signature

Notary's Printed Name

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

RETURN TO:
LAWYERS TITLE INSURANCE CORPORATION

File#: 04-157

3522097 OR: 3694 PG: 0666
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/10/2004 at 08:43AM DWIGHT B. BROCK, CLERK
OBLD 5000.00
REC FEE 27.00
DOC-.35 17.50

10482

SECOND MORTGAGE

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

THIS SECOND MORTGAGE ("Security Instrument") is given on July 30, 2004 The Second Mortgagor is:

Melissa L. Diaz, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S.$ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 80, Carson Lakes, Phase II, County, Florida** and which has the address of:

("Property Address"): 3441 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's

security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu
Signature: Virginia Cantu

Witness#2: AGNES MENDOZA
Signature: Agnes Mendoza

Signature: Melissa L. Diaz
Borrower Melissa L. Diaz

Signature:
Co-Borrower

Address: 3441 Carson Lakes Circle,
Immokalee, FL 34142

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Melissa L. Diaz** to me known to be the person(s) described in and who executed the foregoing Instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of July, 2004

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-131

V
10484

3445158 OR: 3611 PG: 2925
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
07/22/2004 at 02:24PM DWIGHT B. BROCK, CLERK
OBLD 5000.00
REC FEE 27.00
DOC-.35 17.50

SECOND MORTGAGE Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

THIS SECOND MORTGAGE ("Security Instrument") is given on June 25, 2004 The Second Mortgagor is:

Joseph & Rita Benjamin, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as: Lot 81, Carson Lakes, Phase II, County, Florida and which has the address of:

("Property Address"): 3437 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Alves Benjamin

Signature: Alves Benjamin

Signature: JOSEPH BENJAMIN
Borrower Joseph Benjamin

Signature: Rita Benjamin
Co-Borrower Rita Benjamin

Address: 3437 Cargon Lakes Circle,
Immokalee, FL 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Joseph & Rita Benjamin** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 10 day of June, 20 04.

My Commission Expires:

(Seal)

Notary Public's Signature

Liliana Flores
Notary's Printed Name

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

File#: 04-133

✓ 10490

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

3546851 OR: 3721 PG: 2387
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/25/2005 at 02:49PM DWIGHT B. BROCK, CLERK

OBLD	5000.00
OBLI	5000.00
REC FEE	27.00
DOC-.35	17.50

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on July 30th, 2004 The Second Mortgagor is:

Salvador & Veronica Ramirez, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as "Lot 82, Carson Lakes, Phase II, Collier County, Florida and which has the address of:

("Property Address"): 3433 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Benjamin

Signature: Agnes Benjamin

Signature: Salvador Ramirez
Borrower Salvador Ramirez

Signature: Veronica Ramirez
Co- Borrower Veronica Ramirez

Address: 3433 Carson Lakes Circle
Immokalee, FL 34142

STATE OF FLORIDA
COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Salvador & Veronica Ramirez** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of July, 2004.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272361
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

Liliana Flores
Notary Public's Signature

Liliana Flores
Notary's Printed Name

RETURN TO: TITLE INSURANCE LAWYERS CORP.

File#: 04-139

3389660 OR: 3552 PG: 3574
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/30/2004 at 09:52AM DWIGHT B. BROCK, CLERK
OBLD 5000.00
OBLI 5000.00
REC FEE 15.00
DOC-.35 17.50

SECOND MORTGAGE

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

THIS SECOND MORTGAGE ("Security Instrument") is given on April 12, 2004 The Second Mortgagor is:

Fernando & Felicita Cruz, Husband and Wife

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 84, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3425 Carson Lakes Circle, Immokalee, FL 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A) (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (B) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

RETURN TO: LAWYERS TITLE INSURANCE CORPORATION

COPY

judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Cantu

Signature: Virginia Cantu

Witness#2: Agnes Benjamin

Signature: Agnes Benjamin

Signature: Fernando Cruz
Borrower Fernando Cruz

Signature: Felicita Cruz
Co- Borrower Felicita Cruz

Address: 3425 Carson Lakes Circle
Immokalee, FL 34142

STATE OF FLORIDA
COUNTY OF Florida, Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Fernando & Felicita Cruz** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 12 day of April, 2004.

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2006
Bonded Thru Notary Public Underwriters

Liliana Flores
Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-099

3363444 OR: 3524 PG: 2894
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/19/2004 at 11:54AM DWIGHT E. BROCK, CLERK
OBLD 5000.00
OBLI 5000.00
REC FEE 15.00
DOC-.35 17.50

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SECOND MORTGAGE

Retn:
LAWYERS TITLE INSURANCE CORP
PICK UP

THIS SECOND MORTGAGE ("Security Instrument") is given on February 27 2004 The Second Mortgagor is:

Selina Martinez, A Single Person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 2800 North Horseshoe Drive, Naples, Florida 34104. Borrower owes Lender the sum of Five Thousand and No/100ths Dollars (U.S. $ 5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 58, Carson Lakes, Phase II, Collier County, Florida** and which has the address of:

("Property Address"): 3416 Carson Lakes Circle, Immokalee, Florida 34142

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith

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judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with

paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and

radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) (specify
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Planned Unit Development Rider

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Virginia Santos Signature: Selina Martinez

Signature: Virginia Santos Borrower Selina Martinez

Witness#2: Lilliet Flores Signature:

Signature: Co-Borrower

Address: 3416 Carson Lakes Circle
Immokalee, Florida 34142

STATE OF FLORIDA

COUNTY OF Collier

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared **Selina Martinez** to me known to be the person(s) described in and who executed the foregoing Instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of February, 2004

My Commission Expires:

(Seal)

LILIANA FLORES
MY COMMISSION # DD 272381
EXPIRES: January 13, 2008
Bonded Thru Notary Public Underwriters

Notary Public's Signature

Liliana Flores
Notary's Printed Name

File#: 04-075

INSTR 6041311 OR 5930 PG 1477 RECORDED 4/19/2021 2:53 PM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by and return to:

Collier County
Community and Human Services Division
3339 East Tamiami Trail, Suite 211
Naples, FL 34112

NOT CERTIFIED COPY

MORTGAGE MODIFICATION AGREEMENT

THIS IS a Mortgage Modification Agreement, made effective as of the 7th day of January, 2021, by and between **Gilbert L. Gomez**, hereinafter called "Borrower" and the Collier County, hereinafter called "Lender."

WITNESSETH:

In consideration of the mutual covenants contained herein, the Borrower and the Lender agree that:

1. **Promissory Note and Mortgage.** Borrower has given to Lender, a promissory note and mortgage dated **March 1, 2019**, recorded on **March 7, 2019** in **OR Book 5605 Page 245** and a promissory note and mortgage dated **April 19, 2017,** recorded on **April 26, 2017** in **OR Book 5386 Page 3975** in the Public Records of Collier County, Florida. Borrower warrants that it is still the owner of the property. Lender warrants that it is still owner and holder of said note and mortgage. Both parties warrant they have good right and authority to enter into the Mortgage Modification Agreement.

2. **Status of Payments.** There are no payments required and the mortgage and promissory note are not in default.

3. **Modification.** In consideration of the mutual covenants herein and other good and valuable considerations, the parties agree that said promissory note and mortgage are modified as follows:

(a) The principal balance of the promissory note is now **$54,979.10**, which shall increase at the rate of zero percent per annum.

(b) Payment in full is due upon sale, transfer, refinance or loss of homestead of property within fifteen years. A refinance is allowable if loan conforms to the County's approved Subordination policy guidelines. One-third of the loan will be forgiven in five year increments so that at the end of the fifteenth (15th) year the loan is forgiven in full.

4. **Other Terms.** Notwithstanding anything to the contrary herein or in the Renewal Note or Mortgage, the lien and operation of the Mortgage shall continue in full force and effect except as modified by this agreement. All other terms of said note and mortgage remain unchanged.

5. **Compliance.** The Borrower covenants and agrees to perform, comply with, and abide by each and every one of the provisions of the Renewal Note and Mortgage, as modified hereby.

6. **Agreement Binding.** This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, and assigns of the Borrower and to the successors and assigns of the Lender.

In Witness Whereof, the parties have caused this agreement to be executed as of the date first above written.

DATED this 7th day of January, 2021.

Signed, sealed, and delivered in the presence of:

Borrower(s):

Gilbert L. Gomez
Gilbert L. Gomez

STATE OF **FLORIDA**
COUNTY OF **COLLIER**

THE FOREGOING instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 7th day of January, 2021, by **Gilbert L. Gomez.** Such person(s) Notary Public must check applicable box:

☐ are personally known to me.

☑ produced his current driver license.

☐ produced _____ as identification.

(Notary Seal)

LORETTA MARIE BLANCO
MY COMMISSION # GG 259641
EXPIRES: September 25, 2022
Bonded Thru Notary Public Underwriters

L Blanco
Notary Public
Printed Name of Notary: Loretta Blanco
Commission Number: GG 259641
My Commission Expires: Sept. 25, 2022

DOCUMENT CERTIFIED COPY

Lender:
Collier County

Kristi Sonntag, Director
Community and Human Services Division

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING instrument was acknowledged before me this 8th day of January 2021, by **Kristi Sonntag**, Director of Community and Human Services Division of Collier County, who is personally known to me.

Notary Public

Name: Lisa N. Carr

LISA N. CARR
MY COMMISSION # GG 362775
EXPIRES: August 6, 2023
Bonded Thru Notary Public Underwriters

CERTIFIED COPY

INSTR 5681426 OR 5605 PG 2451 RECORDED 3/7/2019 2:38 PM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.35 $77.00 REC $27.00
OBLD $22,000.00

Prepared by and Return to:
Collier County
Community and Human Services Department
3339 E. Tamiami Trail, Building H, Suite 211
Naples, Florida 34112

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 1st day of March, 2019. The Mortgagor(s) is/are:

Gilberto L. Gomez, a single person

("Borrower") This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3339 E. Tamiami Trail, Naples, Florida 34112. Borrower owes Lender the sum of Twenty-two Thousand and 00/100 Dollars ($22,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which does not provide for monthly payments. The full debt, if not paid earlier, is due upon **sale, transfer, refinance or loss of homestead of the property within the fifteen year term.** If sold after the fifteen year term, no repayment is required. As long as the borrower continues to own and occupy the assisted property during the term of the mortgage, then the loan will not have to be repaid.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as: **Lots 34, 35 and 36, Block 31, and that part of Lot 33, Block 31 which is a strip of property 15 feet wide lying next to and adjacent to Lot 34 , Block 31, NEWMARKET SUBDIVISION according to the plat thereof in Plat Book 1, Pages 104 and 105, Public Records of Collier County, Florida said 15 foot wide strip being more particularly described as the northwesterly 15 feet of Lot 33, Block 31, NEWMARKET SUBDIVISION. Folio # 63859840005**

and which has the address of: ("Property Address"): 312 Adams Avenue W, Immokalee Florida 34142
(Address) (City) (State) (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period

will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses

incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Signature: Gilberto L Gomez
Borrower Gilberto L. Gomez

Signature: _____
Co-Borrower

STATE OF FLORIDA

COUNTY OF COLLIER

I hereby certify that, Gilberto L. Gomez personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 19 day of April, 2017.

My Commission Expires: 1/24/2021
(Seal)

Elizabeth Hernández
Notary Public's Signature

Elizabeth Hernández
Notary's Printed Name

Elizabeth Hernández
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG065540
Expires 1/24/2021

SHIP File#: 15-010R
SHIP Owner-Occupied Rehabilitation Program

INSTR 5553300 OR 5507 PG 2834 RECORDED 5/8/2018 4:20 PM PAGES 3
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by and return to:

Collier County
Community and Human Services Division
3339 East Tamiami Trail, Suite 211
Naples, FL 34112

NOT OFFICIAL DOCUMENT

MORTGAGE MODIFICATION AGREEMENT

THIS IS a Mortgage Modification Agreement, made effective as of the 7 day of MAY, 2018, by and between **Gilberto L. Gomez**, hereinafter called "Borrower" and the Collier County, hereinafter called "Lender."

WITNESSETH:

In consideration of the mutual covenants contained herein, the Borrower and the Lender agree that:

1. **Promissory Note and Mortgage**. Borrower has given to Lender, a promissory note and mortgage dated **April 19, 2018**, recorded on **04/26/17** in **OR Book 5386 Page 3975** in the Public Records of Collier County, Florida. Borrower warrants that it is still the owner of the property. Lender warrants that it is still owner and holder of said note and mortgage. Both parties warrant they have good right and authority to enter into the Mortgage Modification Agreement.

2. **Status of Payments**. There are no payments required and the mortgage and promissory note are not in default.

3. **Modification**. In consideration of the mutual covenants herein and other good and valuable considerations, the parties agree that said promissory note and mortgage are modified as follows:

(a) The principal balance of the promissory note is now **$33,000.00**, which shall at the rate of zero percent per annum.

(b) Payment in full is due upon sale, transfer, refinance or loss of homestead of property within fifteen years. A refinance is allowable if loan conforms to the County's approved Subordination policy guidelines. One-third of the loan will be forgiven in five year increments so that at the end of the fifteenth (15th) year the loan is forgiven in full.

4. **Other Terms**. Notwithstanding anything to the contrary herein or in the Renewal Note or Mortgage, the lien and operation of the Mortgage shall continue in full force and effect except as modified by this agreement. All other terms of said note and mortgage remain unchanged.

5. **Compliance**. The Borrower covenants and agrees to perform, comply with, and abide by each and every one of the provisions of the Renewal Note and Mortgage, as modified hereby.

6. **Agreement Binding**. This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, and assigns of the Borrower and to the successors and assigns of the Lender.

In Witness Whereof, the parties have caused this agreement to be executed as of the date first above written.

DATED this 7 day of MAY, 2018.

Signed, sealed, and delivered in the presence of:

Borrower(s):

Gilberto L. Gomez

Gilberto L. Gomez

Witness

STATE OF **FLORIDA**
COUNTY OF **COLLIER**

THE FOREGOING instrument was acknowledged before me this 7 day of MAY, 2018, by **Gilberto L. Gomez** who is personally known to me or who has produced Driver License as identification.

(SEAL)

Elizabeth Hernández
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG065540
Expires 1/24/2021

Elizabeth Hernandez

Notary Public

Name: Elizabeth Hernández

NOT CERTIFIED COPY

Lender:
Collier County

Kimberley Grant, Director
Community and Human Services Division

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING instrument was acknowledged before me this 7 day of May, 2018, by **Kimberley Grant**, Director of Community and Human Services Division of Collier County, who is personally known to me.

Elizabeth Hernández
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG066540
Expires 1/24/2021

Notary Public

Name: Elizabeth Hernández

NOT A CERTIFIED COPY

INSTR 5396545 OR 5386 PG 3975 RECORDED 4/26/2017 10:14 AM PAGES 5
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.35 $105.00 REC $44.00
OBLD $30,000.00

Prepared by and Return to:
Collier County
Community and Human Services Department
3339 E. Tamiami Trail, Building H, Suite 211
Naples, Florida 34112

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 19 day of April, 2017. The Mortgagor(s) is/are:

Gilberto L. Gomez, a single person

("Borrower") This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3339 E. Tamiami Trail, Naples, Florida 34112. Borrower owes Lender the sum of Thirty Thousand and 00/100 Dollars ($30,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which does not provide for monthly payments. The full debt, if not paid earlier, is due upon **sale, transfer, refinance or loss of homestead of the property within the fifteen year term.** If sold after the fifteen year term, no repayment is required. As long as the borrower continues to own and occupy the assisted property during the term of the mortgage, then the loan will not have to be repaid.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as: **Lots 34, 35 and 36, Block 31, and that part of Lot 33, Block 31 which is a strip of property 15 feet wide lying next to and adjacent to Lot 34 , Block 31, NEWMARKET SUBDIVISION according to the plat thereof in Plat Book 1, Pages 104 and 105, Public Records of Collier County, Florida said 15 foot wide strip being more particularly described as the northwesterly 15 feet of Lot 33, Block 31, NEWMARKET SUBDIVISION. Folio # 63869840005**

and which has the address of: ("Property Address"): 312 Adams Avenue W, Immokalee Florida 34142
(Address), (City) (State) (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period

will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses

Incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☐ Planned Unit Development Rider
☐ Other(s) (specify		

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Signature: Gilberto L Gomez
Borrower Gilberto L. Gomez

Signature: _____
Co- Borrower

STATE OF **FLORIDA**

COUNTY OF **COLLIER**

I hereby certify that, Gilberto L. Gomez personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/ she/ they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of March, 2019.

My Commission Expires: 4/12/2020
(Seal)

Wendy Klopf
Notary Public's Signature

Wendy Klopf
Notary's Printed Name

Notary Public State of Florida
Wendy Klopf
My Commission FF 966391
Expires 04/12/2020

Notary Public State of Florida
Wendy Klopf
My Commission FF 966391
Expires 04/12/2020

SHIP File#: 16-038R
SHIP Owner-Occupied Rehabilitation Program

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
OWNER-OCCUPIED REHABILITATION
PROMISSORY NOTE

Borrower(s): Gilberto L. Gomez, a single person

312 Adams Avenue W.	Immokalee,	FL	34142
(Property Address)	(City)	(State)	(Zip)

1. **BORROWER(S) PROMISE TO PAY:** I/We promise to pay **Thirty Thousand and 00/100 Dollars ($30,000.00)** (this amount will be called "principal") to the order of Collier County or to any other holder of this Note (the "Lender"), whose address is 3339 E. Tamiami Trail, Naples, Florida 34112. I/We understand that the Lender may transfer the Promissory Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. **INTEREST:** Interest on this Note shall be zero percent (0%) per annum; except that if I/We fail to pay this Note as required, the interest rate shall be twelve percent (12%) per annum from the date when payment of this Note is due until I/We pay it in full.

3. **PAYMENTS:** Payment in full is due upon **sale, transfer, refinance or loss of homestead of property within the fifteen year deferred payment loan.** If sold after the fifteen year term, no repayment is required. As long as the borrower continues to own and occupy the assisted property during the term of the mortgage, then the loan will not have to be repaid. **If all conditions of the loan are met, one-third of the loan will be forgiven in five year increments so that at the end of the fifteenth (15th) year the loan is forgiven in full.** My/Our total payment shall be U.S. $30,000.00.

4. **BORROWER'S RIGHT TO PREPAY:** I/We have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I/We make a prepayment, I/we will tell the Note Holder in writing that I/we am doing so.

   I/We may make a full prepayment or partial prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of the principal that I owe under this Note. If I/We make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. If I/We make a partial prepayment, there will be no prepayment penalty adhering to or associated with such prepayment

5. **LOAN CHARGES:** If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits; then (i) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me/us. The Note Holder may choose to make this refund by reducing the principal that I/We owe under this Note or by making a direct payment to me/us. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. **SUBORDINATION:** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Borrower under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

   Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the First Deed of Trust and (ii) the Lender shall not have cured the default under the First Deed of Trust within the 30-day period provided in such notice sent to the Lender.

7. **BORROWER(S) FAILURE TO PAY AS REQUESTED:**

   (A) Default

If I/we do not pay the full amount as required in Section 3 above, I/we will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me/us to pay the Note Holder's cost and expenses as described in (B) below.
(B) Payment of Note Holder's Cost and Expenses

If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including, but not limited to, reasonable attorneys' fees.

8. **GIVING OF NOTICES:** Unless applicable law required a different method, any notice that must be given to me/us under the Note will be given by delivering it or by mailing it by first class mail to me at the Property Address on Page 1 or at a different address if I/we give the Note Holder a notice of my/our different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I/we have been given a notice of that different address.

9. **OBLIGATIONS OF PERSONS UNDER THIS NOTE:** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. **WAIVERS:** I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. **UNIFORM SECURED NOTE:** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protection given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I/we do not keep the promises which I/we make in this Note. That Security Instrument describes how and under what conditions I/we may be required to make immediate payment in full of all amounts I/we owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred And Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured by this Security Instrument. If Borrower(s) fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Notwithstanding the above, the Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder to collect and apply such proceeds in accordance with the First Deed of Trust.

12. **This note is governed and construed in accordance with the Laws of the State of Florida.**

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Gilberto L Gomez 4/19/17

Borrower Gilberto L. Gomez Date

Borrower Date

RETURN TO: Collier County Community and Human Services Department
SHIP OWNER-OCCUPIED REHABILITATION PROGRAM
3339 E. Tamiami Trail, Building H, Suite 211
Naples, Florida 34112

SHIP File#: 15-010R

INSTR 4399029 OR 4540 PG 3174 RECORDED 2/25/2010 4:03 PM PAGES 3
DWIGHT E. BROCK, COLLIER COUNTY CLERK OF THE CIRCUIT COURT
DOC@.35 $10.50 REC $27.00
OBLD $3,000.00 OBLI $0.00

SECOND MORTGAGE

THIS SECOND MORTGAGE ("Security Instrument") is given on day of , 2010. The Second Mortgagor is:

Simona Cook, a single person

("Borrower"). This Security Instrument is given to Collier County ("Lender"), which is organized and existing under the laws of the United States of America, and whose address is 3301 E. Tamiami Trail, Naples, Florida 34112 . Borrower owes Lender the sum of Three Thousand and 00/100 Dollars ($3,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Mortgage"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on sale of property, refinance, or loss of homestead exemption . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby second mortgage, grant and convey to Lender the following described property located in Collier County, Florida.

As more particularly described as **Lot 132, Leawood Lakes, Collier County, Florida** and which has the address of:

("Property Address"): 426 Leawood Circle (Address) Naples (City) Florida (State) 34104 (Zip)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

2. Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates prior to the accrual of any penalties or interest thereon.

The Mortgagor shall pay or cause to be paid, as the same respectively become due, (A)(1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Property, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Property, and (3) all assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Mortgagor shall be obligated under the Mortgage to pay or cause to be paid only such installments as are required to be paid during the term of the Mortgage, and shall, promptly after the payment of any of the foregoing, forward to Mortgagee evidence of such payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to interest due; and, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and all receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. At all times that the Note is outstanding, the Mortgagor shall maintain insurance with respect to the Premises against such risks and for such amounts as are customarily insured against and pay, as the same become due and payable, all premiums in respect thereto, including, but not limited to , all-risk insurance protecting the interests of the Mortgagor and Mortgagee against loss or damage to the Premises by fire, lightning, and other casualties customarily insured against (including boiler explosion, if appropriate), with a uniform standard extended coverage endorsement, including debris removal coverage. Such insurance at all times to be in an amount not less than the full replacement cost of the Premises, exclusive of footings and foundations.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is mailed. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the

loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provision of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately for the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercised this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures and default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any

Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice for any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and
radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of the title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check Applicable Box)

☐ Adjustable Rate Rider	☐ Rate Improvement Rider	☐ Condominium Rider
☐ Graduated Payment Rider	☐ 1-4 Family Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Biweekly Payment Rider	☒ Planned Unit Development Rider
☐ Other(s) (specify		

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness#1: Kathy Wagner — Signature: Simona Cook
Borrower — Simona Cook

Signature: Kathy Wagner

Witness#2: Catherine E Kidon — Signature:
Co- Borrower

Signature: Catherine E. Kidon

Address:

STATE OF FLORIDA

COUNTY OF COLLIER

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Simona Cook to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that (He/she/they) executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 24th day of February, 2010.

My Commission Expires:

Catherine E Kidon
Notary Public's Signature

(Seal)

CATHERINE E. KIDON
MY COMMISSION # DD 913006
EXPIRES: August 5, 2013
Bonded Thru Notary Public Underwriters

Catherine E. Kidon
Notary's Printed Name

File#: 09-212

Collier County
Public Services Department
Community & Human Services Division

September 20,2024

Cottrell Title-Julie Johnson
5147 Castello Dr
Naples, FL 34103

Re: **Payoff Letter-Simona Cook**
426 Leawood Circle
Naples FL 34104

No payment will be required until the property is sold, transferred, refinanced, no longer Homesteaded, or is no longer the primary residence of the homebuyer. * According to FS 95.281(b) If the final maturity of an obligation secured by a mortgage is not ascertainable from the record of it, 20 years after the date of the Mortgage. Therefore, this is forgivable effective 02/24/2030.

Payoff #1 -

Mortgage/Lien Type	Date of Mortgage Date Recorded	OR Book/Page	Amount Due
Collier County SHIP Second Mortgage File #09-212	02/25/2010*	4540/3174	$3,00.00 DPCC

Please include a **separate check $10.00 for the payoff** made payable to:
Collier County Board of County Commissioners for the cost of recording.

Be aware it takes up to 60-90 days for us to take the Satisfaction of Mortgage to the Board of County Commissioners due to our internal deadline controls.

The SHIP DPCC payment must be payable to **"Collier County Board of County Commissioners"** and mail/deliver to: **Collier County Community & Human Services Division**
Attn: SHIP Payoff
3339 E. Tamiami Trail, Suite 213
Naples, FL 34112

Sincerely,

Wendy Klopf

Wendy Klopf
Grants Coordinator I
wendy.klopf@colliercountyfl.gov

THIS DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX.

COTTRELL TITLE, LLC
5147 Castello Drive
Naples, Florida 34103
(239) 449-4888

BankUnited - Escrow Account **241347**

October 18, 2024

$3,000.00

PAY Three Thousand and 00/100 ********** Dollars

TO THE ORDER OF COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
3339 E. Tamiami Trail, Suite 213
Naples, FL 34112

MEMO 240760

[redacted]

241347

DATE: 10/18/2024 **FILE:** 240760 **CHECK AMOUNT:** $3,000.00
BUYER/SELLER: **Janette Torralba and Bernardino Torralba Ramos and Florencia S...** **SETTLEMENT DATE:** 10/17/2024
PROPERTY ADDRESS: 426 Leawood Cir, Naples, FL 34104
PAYEE: Collier County Board of County Commissioners

10/18/2024: Payoff of Second Mortgage Loan	$3,010.00
10/18/2024: Receipt from Collier County SHIP Grant	($10.00)

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THIS BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

COTTRELL TITLE, LLC
5147 Castello Drive
Naples, Florida 34103
(239) 449-4888

BankUnited - Escrow Account **241354**

October 18, 2024

PAY Ten and 00/100 ********** $10.00 Dollars

TO THE ORDER OF
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
Community & Human Services Division Attn: SHIP payoff
3339 E. Tamiami Trail, Suite 211
Naples, FL 34112

MEMO 240760

[redacted]

241354

DATE: 10/18/2024 **FILE:** 240760 **CHECK AMOUNT:** $10.00
BUYER/SELLER: Janette Torralba and Bernardino Torralba Ramos and Florencia S... **SETTLEMENT DATE:** 10/17/2024
PROPERTY ADDRESS: 426 Leawood Cir, Naples, FL 34104
PAYEE: Collier County Board of County Commissioners

10/18/2024: Disbursement to Collier County Board of County Commissioners	$10.00

Executive Summary

Recommendation to approve and authorize the Chairman to sign (43) Releases of Lien in the amount of $565,449.14 for properties that have remained affordable for the required 15-year period set forth in the State Housing Initiatives Partnership (SHIP) Impact Fee Program deferral agreements.

OBJECTIVE: To support the County's affordable housing community development strategic objective utilizing the SHIP Impact Fee Deferral program.

CONSIDERATIONS: Pursuant to Article IV of Chapter 74 the Collier County Code of Ordinances, the County may defer the payment of the impact fees for any new owner-occupied unit which qualifies as affordable housing.

Section 74-401(a) (3) of the Code authorizes the County Manager to enter into an Agreement for Deferral of Collier County Impact fees, more commonly known as a SHIP impact fee deferral agreement with the Developer/Owner or applicant. Under the SHIP Impact Fee Deferral Program, when an eligible applicant is approved for an impact fee deferral, the SHIP Program pays the required impact fees in full to the County on behalf of the applicant and defers the SHIP repayment to the applicant until the property is sold, refinanced, or no longer their primary residence. The Dwelling Unit is to be utilized for affordable housing for a 15-year period after the issuance of the certificate of occupancy.

The following table provides details of the associated liens that have met their 15-year affordable housing obligation. As such, Release of Lien is required.

Approval of these items will authorize the Chairman to sign the aforementioned Release of Lien, and the executed document shall be recorded in the Public Records of Collier County, Florida at the cost of the County.

File #	Recorded Date	OR Book/ Page	Legal/Address	Developer/ Owners Name	Amount of Lien
03-177-IF	10/9/2003	OR 3418 PG 840	Lot 1, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-178-IF	10/9/2003	OR 3418 PG 0848	Lot 2, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-179-IF	10/9/2003	OR 3418 PG 0856	Lot 3, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-180-IF	10/9/2003	OR 3418 PG 0864	Lot 4, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-181-IF	10/9/2003	OR 3418 PG 0872	Lot 5, Charlee Estates	Habitat for Humanity of Collier County, Inc	$13,149.98
03-182-IF	10/9/2003	OR 3418 PG 0880	Lot 6, Charlee Estates	Habitat for Humanity of Collier County,	$13,149.98

				Inc.	
03-183-IF	10/9/2003	OR 3418 PG 0888	Lot 7, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-184-IF	10/9/2003	OR 3418 PG 0896	Lot 8, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-185-IF	10/9/2003	OR 3418 PG 0904	Lot 9, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-186-IF	10/9/2003	OR 3418 PG 0912	Lot 10, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-188-IF	10/9/2003	OR 3418 PG 0928	Lot 12, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-189-IF	10/9/2003	OR 3418 PG 0936	Lot 13, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-190-IF	10/9/2003	OR 3418 PG 0944	Lot 14, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-191-IF	10/9/2003	OR 3418 PG 0952	Lot 15, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-193-IF	10/9/2003	OR 3418 PG 0968	Lot 17, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-194-IF	10/9/2003	OR 3418 PG 0976	Lot 18, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-195-IF	10/9/2003	OR 3418 PG 0984	Lot 19, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-196-IF	10/9/2003	OR 3418 PG 0992	Lot 20, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-197-IF	10/9/2003	OR 3418 PG 1000	Lot 21, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-198-IF	10/9/2003	OR 3418	Lot 22, Charlee Estates	Habitat for	$13,149.98

		PG 1008		Humanity of Collier County, Inc.	
03-214-IF	11/4/2003	OR 3436 PG 3287	Lot 23, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-215-IF	11/4/2003	OR 3436 PG 3295	Lot 24, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-216-IF	11/4/2003	OR 3436 PG 3303	Lot 25, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-217-IF	11/4/2003	OR 3436 PG 3311	Lot 26, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-218-IF	11/4/2003	OR 3436 PG 3319	Lot 27, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-219-IF	11/4/2003	OR 3436 PG 3327	Lot 28, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-220-IF	11/4/2003	OR 3436 PG 3335	Lot 29, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-034-IF	3/31/2004	OR 3531 PG 3724	Lot 30, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-035-IF	3/31/2004	OR 3531 PG 3732	Lot 31, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-038-IF	3/31/2004	OR 3531 PG 3756	Lot 34, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-048-IF	4/16/2004	OR 3543 PG 3017	Lot 35, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-049-IF	4/16/2004	OR 3543 PG3025	Lot 36, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-029-IF	2/11/2004	OR 3500 PG 0224	Lot 37, Charlee Estates	Habitat for Humanity of Collier County,	$13,149.98

				Inc.	
04-030-IF	2/11/2004	OR 3500 PG 0216	Lot 38, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-040-IF	3/31/2004	OR 3531 PG 3772	Lot 40, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-221-IF	11/4/2003	OR 3436 PG 3343	Lot 41, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-222-IF	11/4/2003	OR 3436 PG 3351	Lot 42, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-223-IF	11/4/2003	OR 3436 PG3359	Lot 43, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-224-IF	11/4/2003	OR 3436 PG 3367	Lot 44, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-225-IF	11/4/2003	OR 3436 PG 3375	Lot 45, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-001-IF	11/4/2003	OR 3436 PG 3383	Lot 46, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-002-IF	11/4/2003	OR 3436 PG 3391	Lot 47, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-200-IF	10/9/2003	OR 3418 PG 1024	Lot 49, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
				Total	**$565,449.14**

FISCAL IMPACT: There is no fiscal impact. A recording fee of $10 per Release of Lien will be paid by SHIP Grant Fund 1053, Project 33807.

GROWTH MANAGEMENT IMPACT: There is no Growth Management impact.

LEGAL CONSIDERATIONS: This item is approved for form and legality and requires a majority vote for Board approval.-JAK

RECOMMENDATIONS: To approve and authorize the Chairman to sign (43) Releases of Lien in the amount of $565,449.14 for properties that have remained affordable for the required fifteen-year period set forth in the SHIP

Impact Fee Program deferral agreements.

PREPARED BY: Michelle Rubbo, Grants Support Specialist II, Community and Human Services Division

ATTACHMENTS:
1. 43 releases of lien-Habitat for Humanity-Charlee Estates-stamped
2. SHIP ROLs 1.14.25 Phase1 Part 1 Backup

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 0840** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 1, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

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Lot 2, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 3, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 4, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

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Lot 5, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 6, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 7, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 8, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 9, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

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Lot 10, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 12, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

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Lot 13, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

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This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 0944** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 14, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 0952** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 15, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 0968** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 17, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 0976** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 18, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 0984** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 19, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 0992** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 20, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1000** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 21, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1008** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 22, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3287** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 23, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3295** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 24, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3303** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 25, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3311** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 26, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3319** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 27, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3327** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 28, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3335** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 29, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3724** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 30, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3732** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 31, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3756** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 34, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **4/16/2004** in Official Records **Book 3543, Page 3017** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 35, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **4/16/2004** in Official Records **Book 3543, Page 3025** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 36, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **2/11/2004** in Official Records **Book 3500, Page 0224** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 37, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **2/11/2004** in Official Records **Book 3500, Page 0216** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 38, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3772** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 40, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3531, Page 3772** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 41, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3351** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 42, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3359** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 43, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3367** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 44, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3375** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 45, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3383** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 46, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3391** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 47, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1024** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 49, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

3275543 OR: 3418 PG: 0840
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2330)

File# 03-177-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

FOR CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blom

Print Name Lisa B LeHow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 14th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

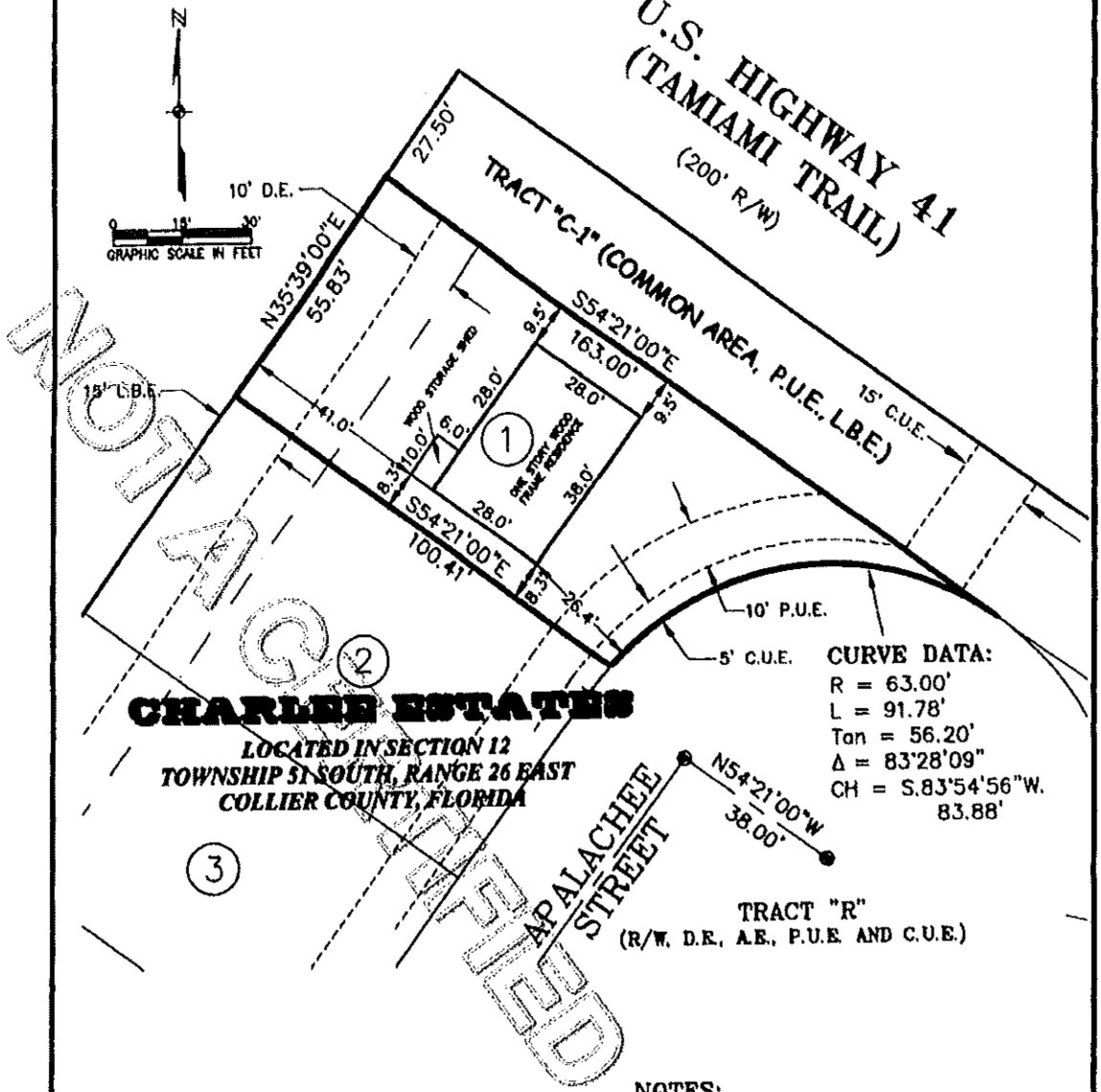
Lot 1, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067-0620 D, (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 6,434.22 SQ. FEET OR 0.148 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

DESCRIPTION:

LOT 1 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Strain (For the Firm LB #642)
Professional Land Surveyor
Florida Certificate No. 5365
Date Signed: 2/18/2003
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT1PP.dwg (Layout1) TMH Sep 11, 2003 - 9:53am

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275544 OR: 3418 PG: 0848
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL. 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRAND(403-2330)

File# 03-178-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A" and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL DOCUMENT

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blam

Print Name Lisa B. Letkow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY NOT CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

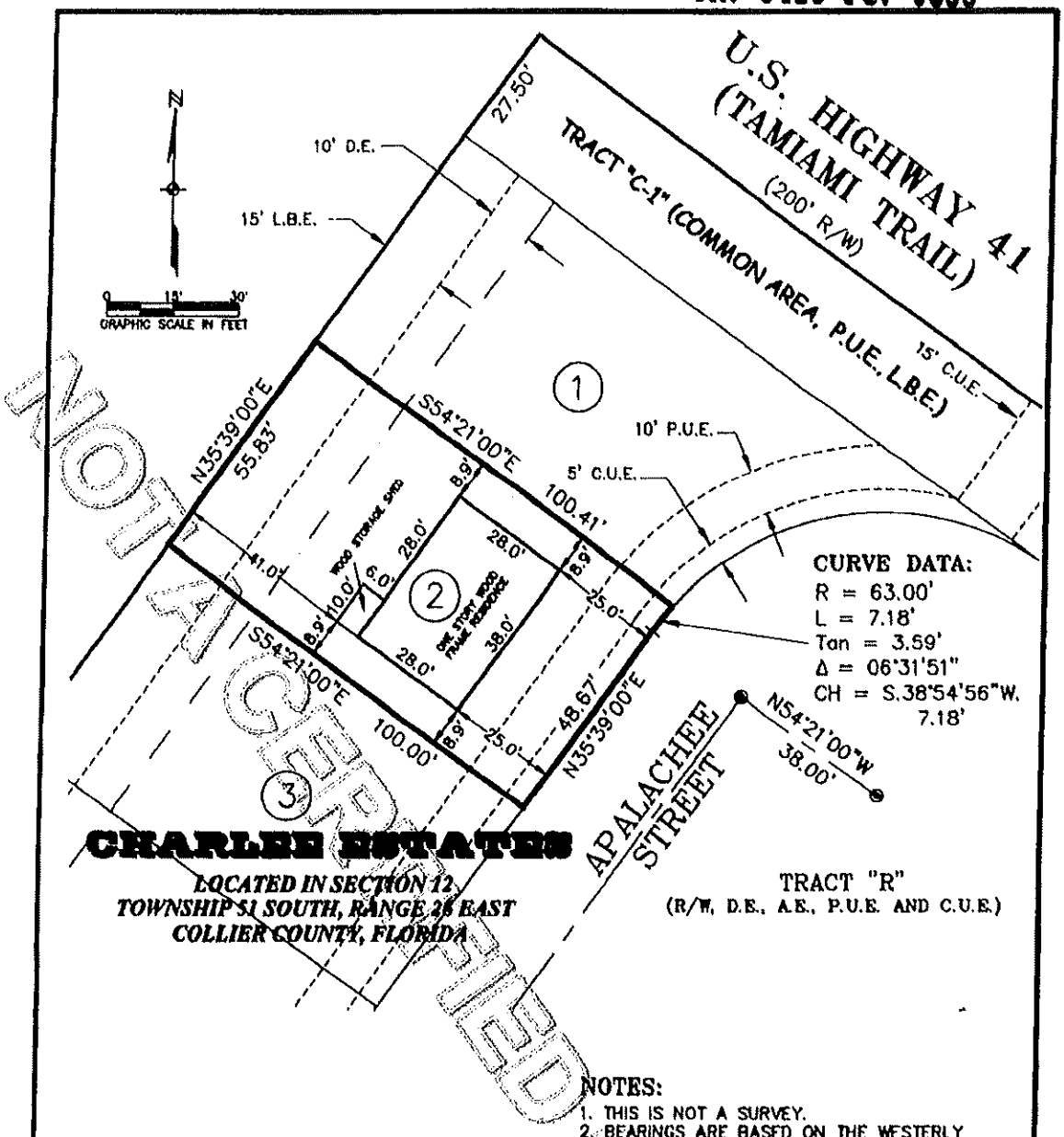
Lot 2, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT APPROVED

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,584.42 SQ. FEET OR 0.128 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 2 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Allen (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 9/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\01278\2\LOT2PP.dwg (Layout1) TIM Sep 16, 2003 - 3:05pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20018782	12-51-26	1" = 30'	1 OF 1

3275545 OR: 3418 PG: 0856
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2330)

File# 03-179-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Lisa B. Lefkow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100347
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY NOT CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

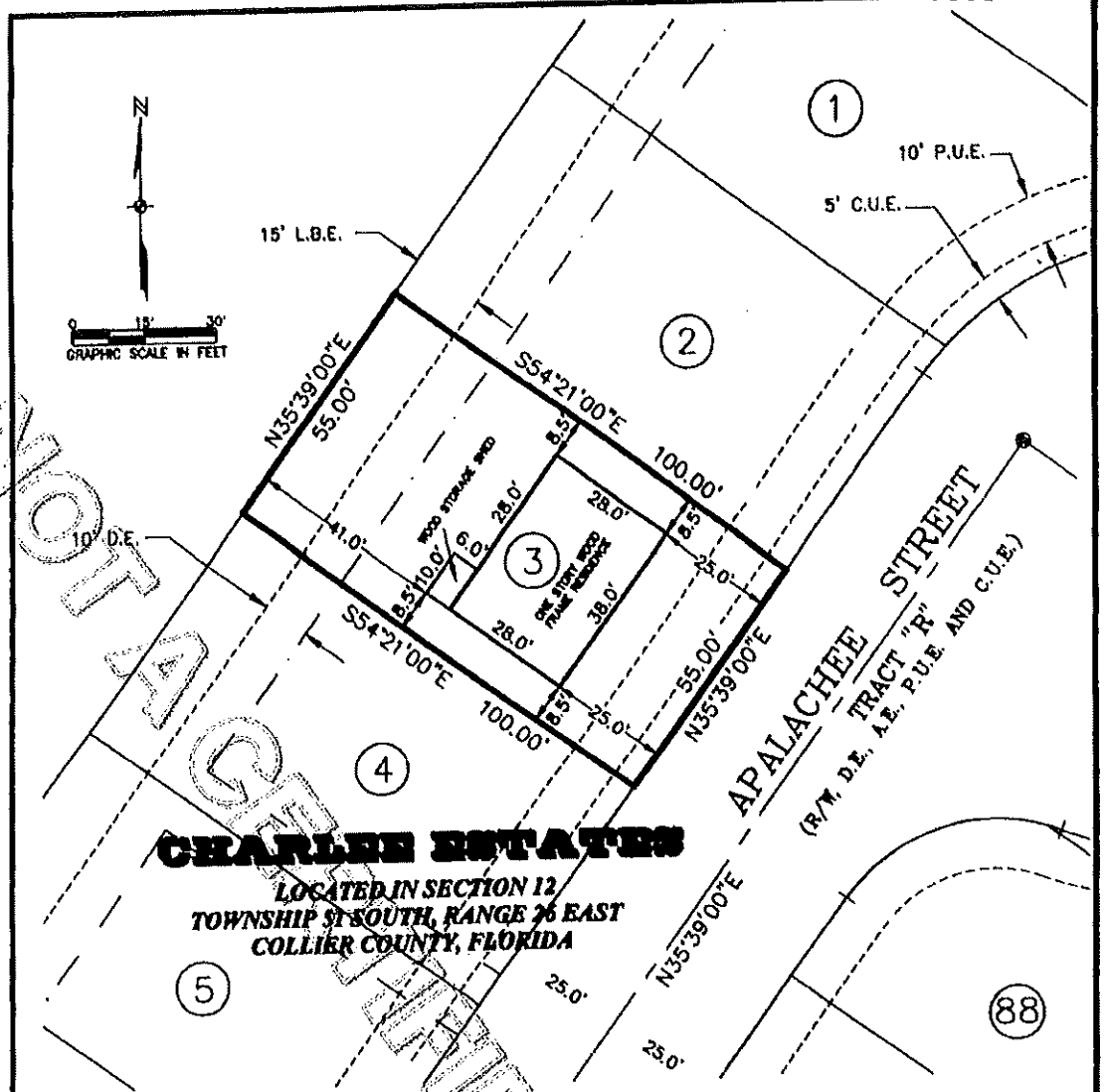
Lot 3, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT A CERTIFIED COPY

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067-0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Swan (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 9/16/2003
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION:

LOT 3 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

S:\012782\LOT3PP.dwg (Layout1) TMN Sep 16, 2003 - 3:07pm

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275546 OR: 3418 PG: 0864
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-180-IF

This space for recording

NOT OFFICIAL UNTIL SIGNED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

RECORDED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

FOR RECORDED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Lisa B. Letkow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

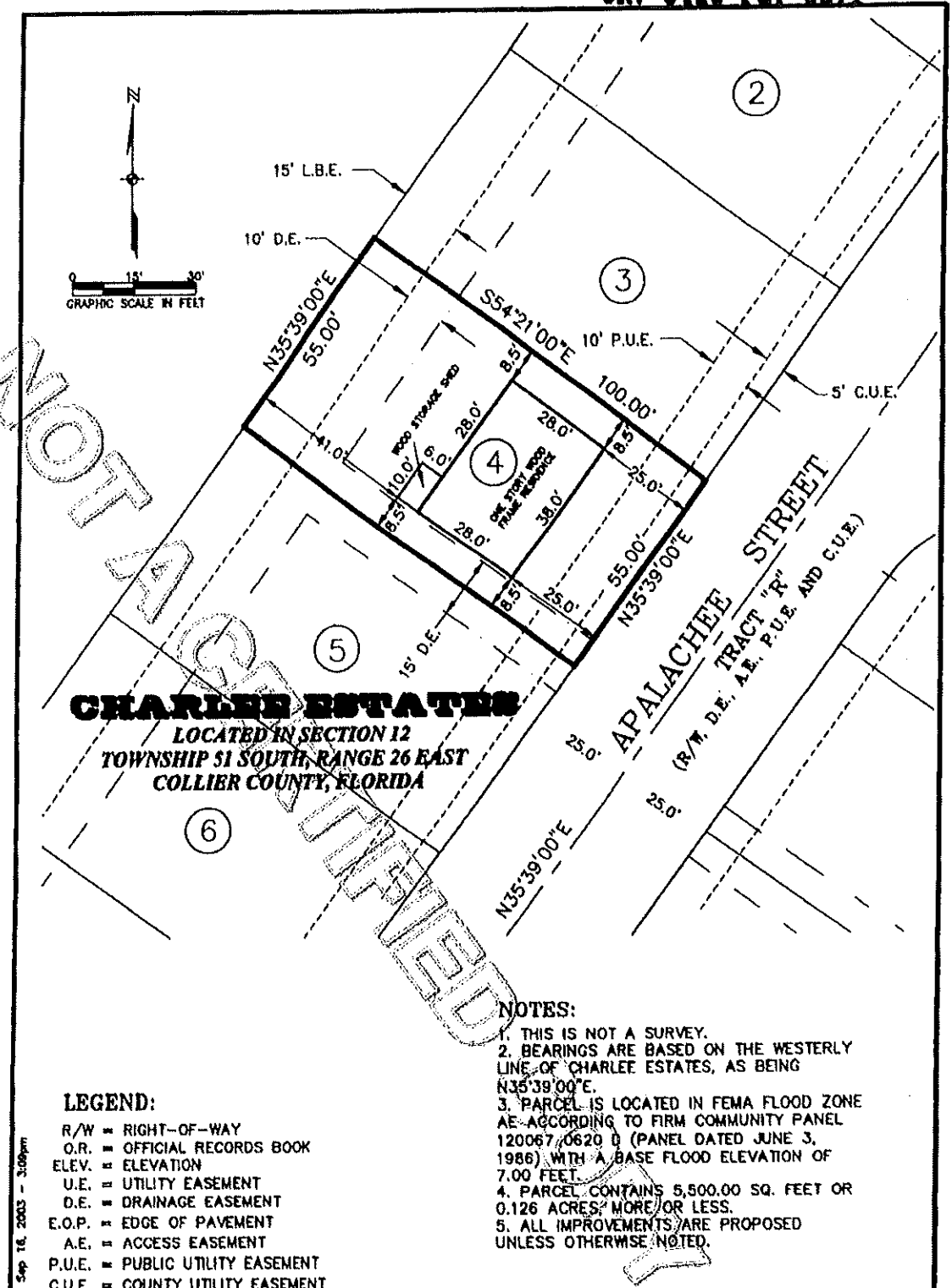
Lot 4, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
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D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 4 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Strain (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 9/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT4PP.dwg (Layout1) TMH Sep 16, 2003 - 3:09pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275547 OR: 3418 PG: 0872
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRAND(403-2338)

File# 03-181-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DO NOT RECORDED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Lisa G. Lefnow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

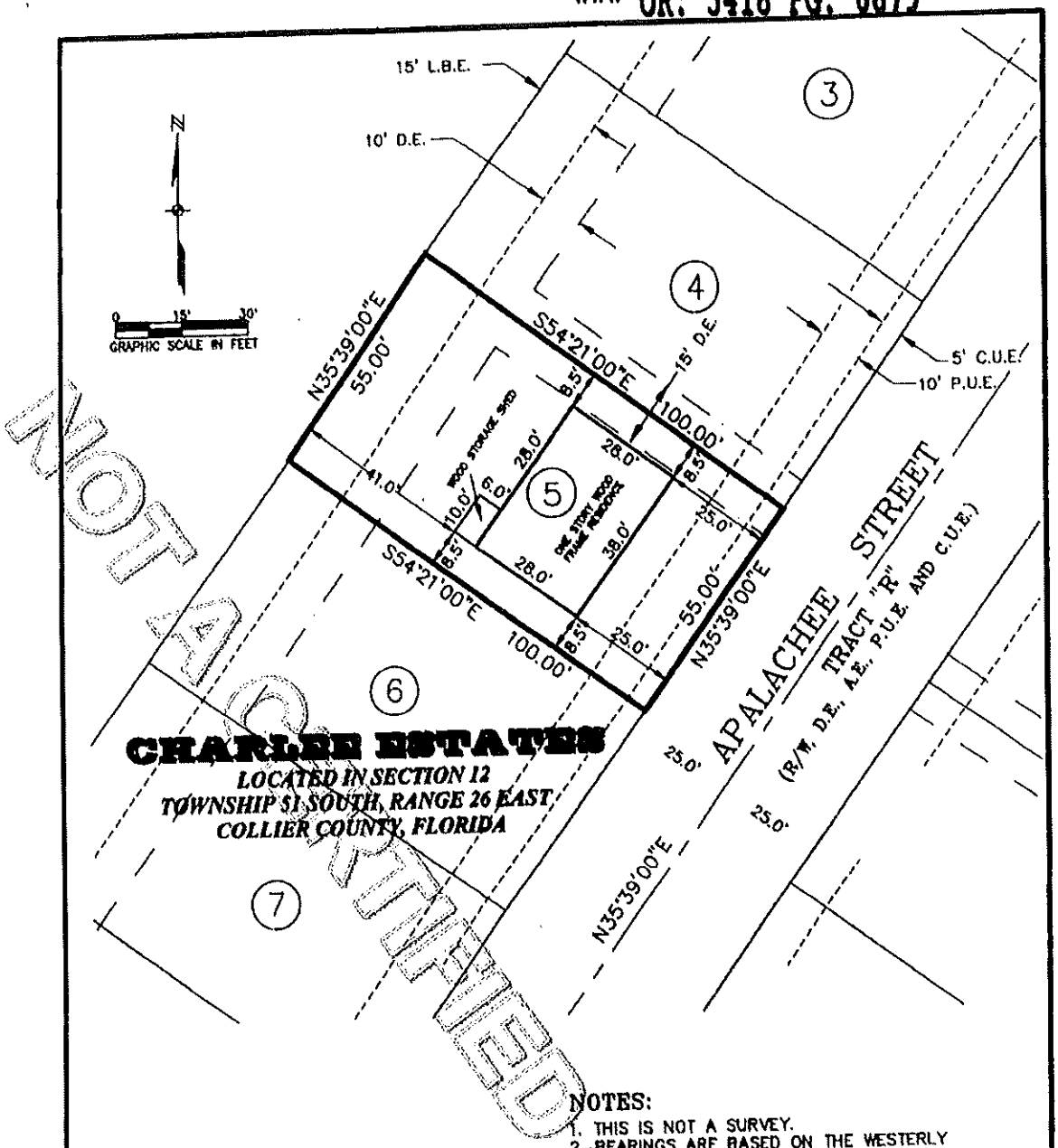
Lot 5, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE-ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

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O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 5 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 9/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOTSKPP.dwg (Layout1) Tue Sep 16, 2003 - 3:10pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275548 OR: 3418 PG: 0880
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2330)

File# 03-182-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

FOR SIGNATURE ONLY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

FOR CERTIFIED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

EXAMINED ONLY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Lisa Bellow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

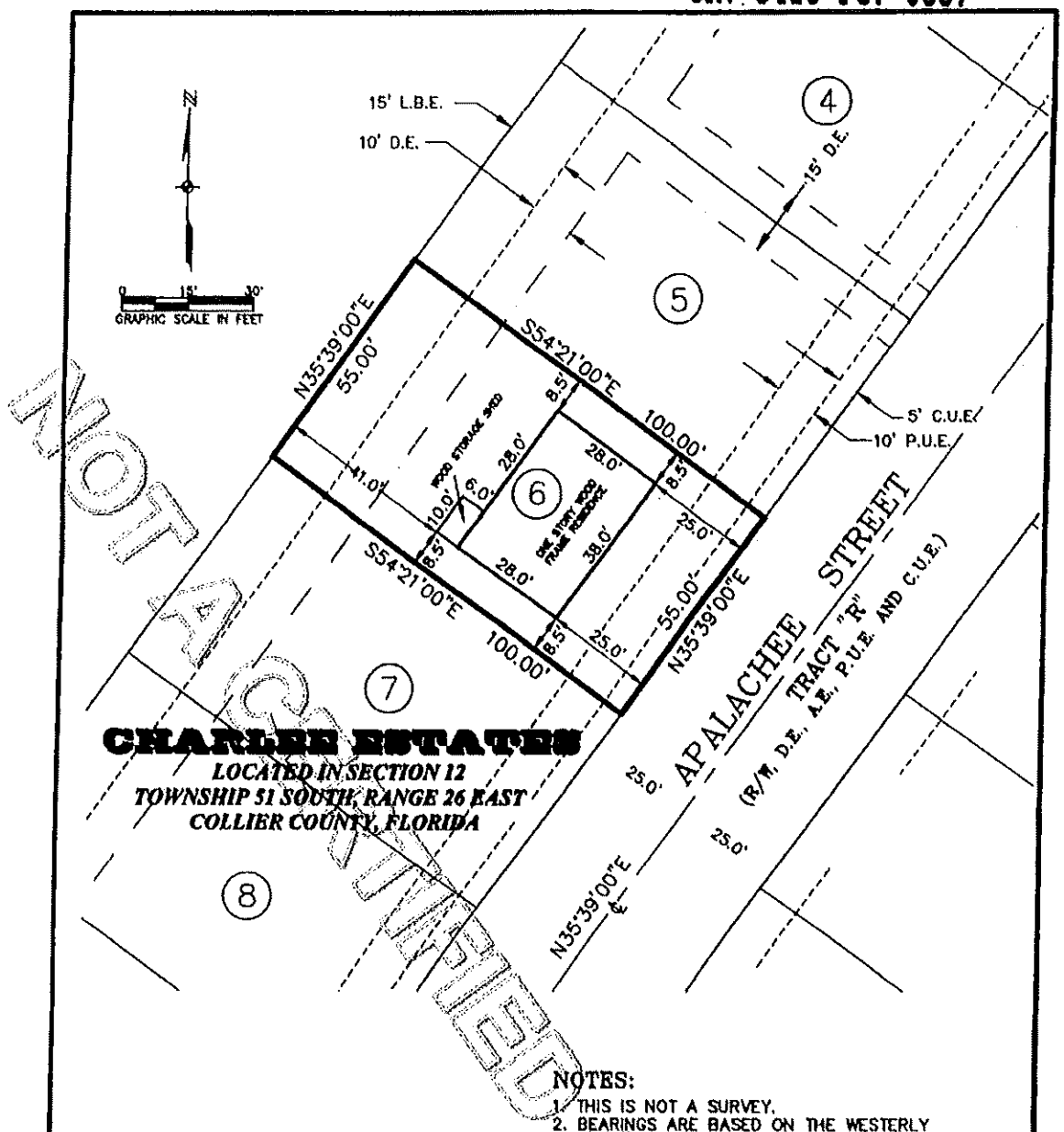
Lot 6, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 6 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Swan (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365
Date Signed: 9/16/2003
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOTSPP.dwg (Layout1) Tue Sep 16, 2003 - 3:11pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

Collier County Property Appraiser

2023
Real Estate

Parcel ID: 25987800302 Millage Area: 0025 Use Code: 01
Situs Address: 14561 APALACHEE ST
Legal Description: CHARLEE ESTATES
LOT 6

Mailed on: 08/14/2023

318**131289**********AUTO**5-DIGIT 34114
ANDRE, LACEANCE & ELIANETTE H
14561 APALACHEE ST
NAPLES, FL 34114-8604

SUMMARY OF YOUR PROPERTY VALUATION

Market Value	2022	2023
	159,036	153,926

If you feel that the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected below, contact your county property appraiser at: (239) 252-8141

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser and must be filed on or before: **5 PM SEPTEMBER 6 2023**

Taxing Authorities	Assessed Value		Exemptions		Taxable Value	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
County	97,512	100,437	50,000	50,000	47,512	50,437
Public Schools	97,512	100,437	25,000	25,000	72,512	75,437
Municipality	0	0	0	0	0	0
South Florida Water Mgt District	97,512	100,437	50,000	50,000	47,512	50,437
Independent Special Districts	97,512	100,437	50,000	50,000	47,512	50,437

Assessment Reductions	Applies To	Amount
Save Our Homes Benefit	All Taxes	53,489
10% Non-Homestead Cap	Non-School Taxes	0
Agricultural Classification	All Taxes	0
Working Waterfront	All Taxes	0
Other	All Taxes	0

Exemptions	Applies To	Amount
First Homestead	All Taxes	25,000
Additional Homestead	Non-School Taxes	25,000
Limited Income Senior	County Taxes	0
Limited Income Senior	City Taxes	0
Blind, Widow, Disabled, Other	All Taxes	0

NOTICE OF PROPOSED AD VALOREM ASSESSMENTS

TAXING AUTHORITIES		COLUMN 1*		COLUMN 2*		COLUMN 3*		PUBLIC HEARING INFORMATION A public hearing on the proposed taxes And budget will be held on:		
ID	Name	Your Property Taxes Last Year	Last Year's Actual Tax Rate	Your Taxes This Year IF NO Budget Change Is Adopted	Your Tax Rate This Year IF NO Budget Change Is Adopted	Your Taxes This Year if PROPOSED Budget is Adopted	This Year's PROPOSED Tax Rate	*Location Number	Date	Time
A	County:									
	GENERAL FUND	$182.63	3.8438	$174.26	3.4548	$193.87	3.8438	1	09/07/2023	05:05 PM
	MSTU:									
	UNINCORP GEN - MSTD	$38.34	0.8069	$36.72	0.7280	$40.70	0.8069	1	09/07/2023	05:05 PM
B	Public Schools:									
	SCHOOL BOARD - STATE LAW	$160.32	2.2110	$145.07	1.9231	$154.19	2.0440	2	09/11/2023	05:05 PM
	SCHOOL BOARD - LOCAL BOARD	$163.01	2.2480	$147.50	1.9553	$169.58	2.2480	2	09/11/2023	05:05 PM
D	South Florida Water Mgt District:									
	WATER MAN/BIG CYPRESS BASIN	$9.15	0.1926	$8.71	0.1727	$9.71	0.1926	6	09/14/2023	05:15 PM
E	Independent Districts:									
	COLLIER MOSQUITO CONTROL	$7.64	0.1609	$7.28	0.1443	$7.28	0.1443	7	09/06/2023	05:01 PM
	GREATER NAPLES FIRE RESCUE DIS	$71.27	1.5000	$67.60	1.3403	$75.66	1.5000	9	09/12/2023	05:05 PM
	Total Property Taxes	$632.36	10.9632	$587.14	9.7185	$650.99	10.7796	* See Reverse Side For Explanation		

1 COLLIER COUNTY GVMNT CENTER-W. HARMON TURNER BLDG, 3RD FLOOR, 3299 TAMIAMI TR. E, NAPLES, FL 34112 239-252-8973
2 COLLIER COUNTY SCHOOL BOARD-5775 OSCEOLA TRAIL, NAPLES, FL 34109 239-377-0036
6 SOUTH FL WATER MGMT DISTRICT-AUDITORIUM, 3301 GUN CLUB RD., B-1 BLDG, WEST PALM BEACH, FL 33406 561-686-8800
7 COLLIER MOSQUITO CONTROL-CMCD HEADQUARTERS, 600 NORTH ROAD, NAPLES, FL 34104 239-436-1000
9 GREATER NAPLES FIRE RESCUE-14575 COLLIER BLVD., NAPLES, FL 34119 239-348-7540

25967800302

3275549 OR: 3418 PG: 0888
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRARD(403-2338)

File# 03-183-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER/REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

Page 4201 of 6405

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blom

Print Name Lisa B. Lethow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL] Juliette J. Blom Commission # DD100342 Expires April 24, 2006 Bonded Thru Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

DOCUMENT NOT OFFICIALLY RECORDED AT THE REQUEST OF

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 7, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
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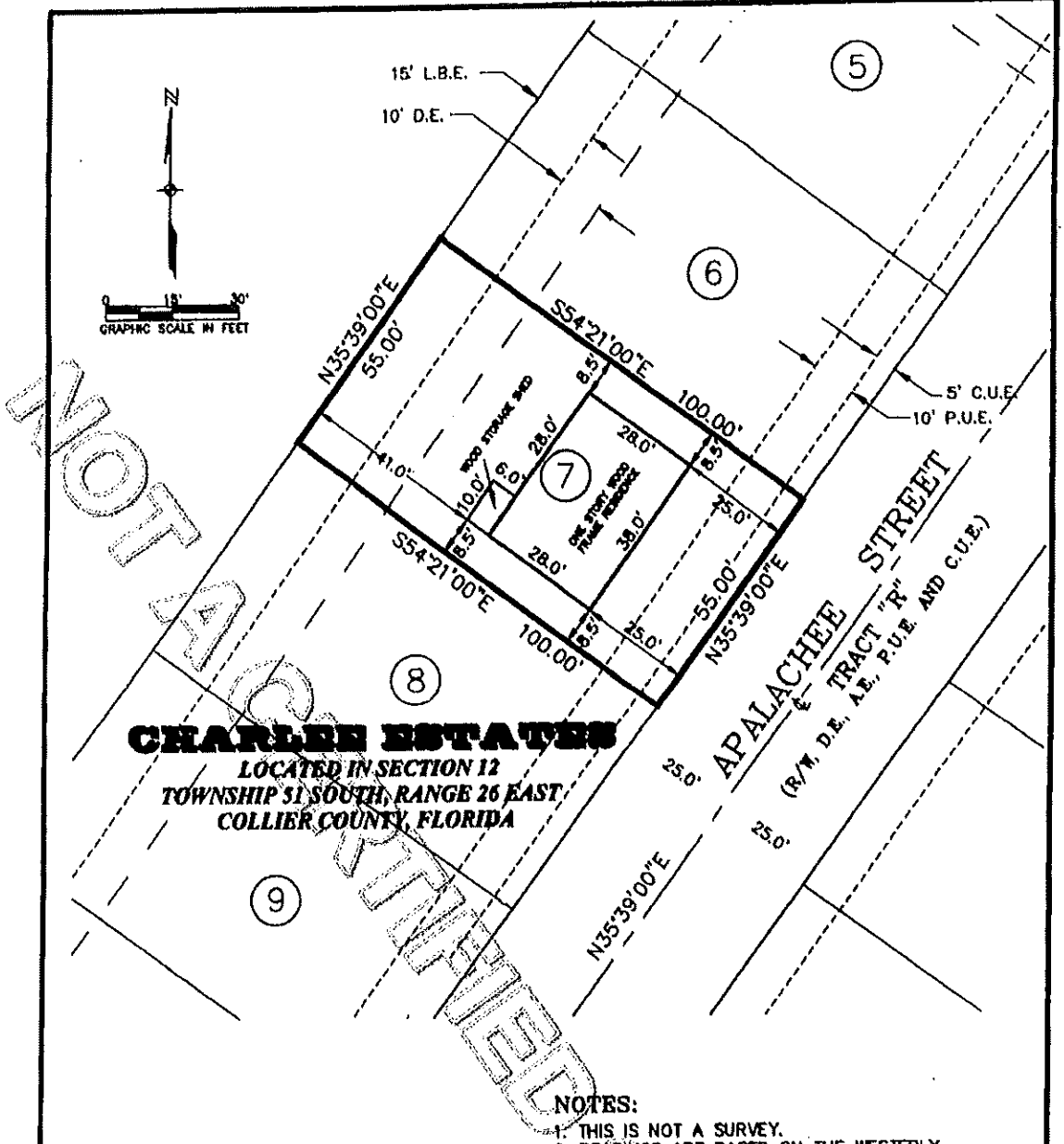
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 7 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Swan (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 9/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\01278\LOT7PP.dwg (Layout1) Tue Sep 16, 2003 - 3:11pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275550 OR: 3418 PG: 0896
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAURAN BEARD(403-2330)

File# 03-184-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL DOCUMENT

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

RECORDED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Lisa B. Lethow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

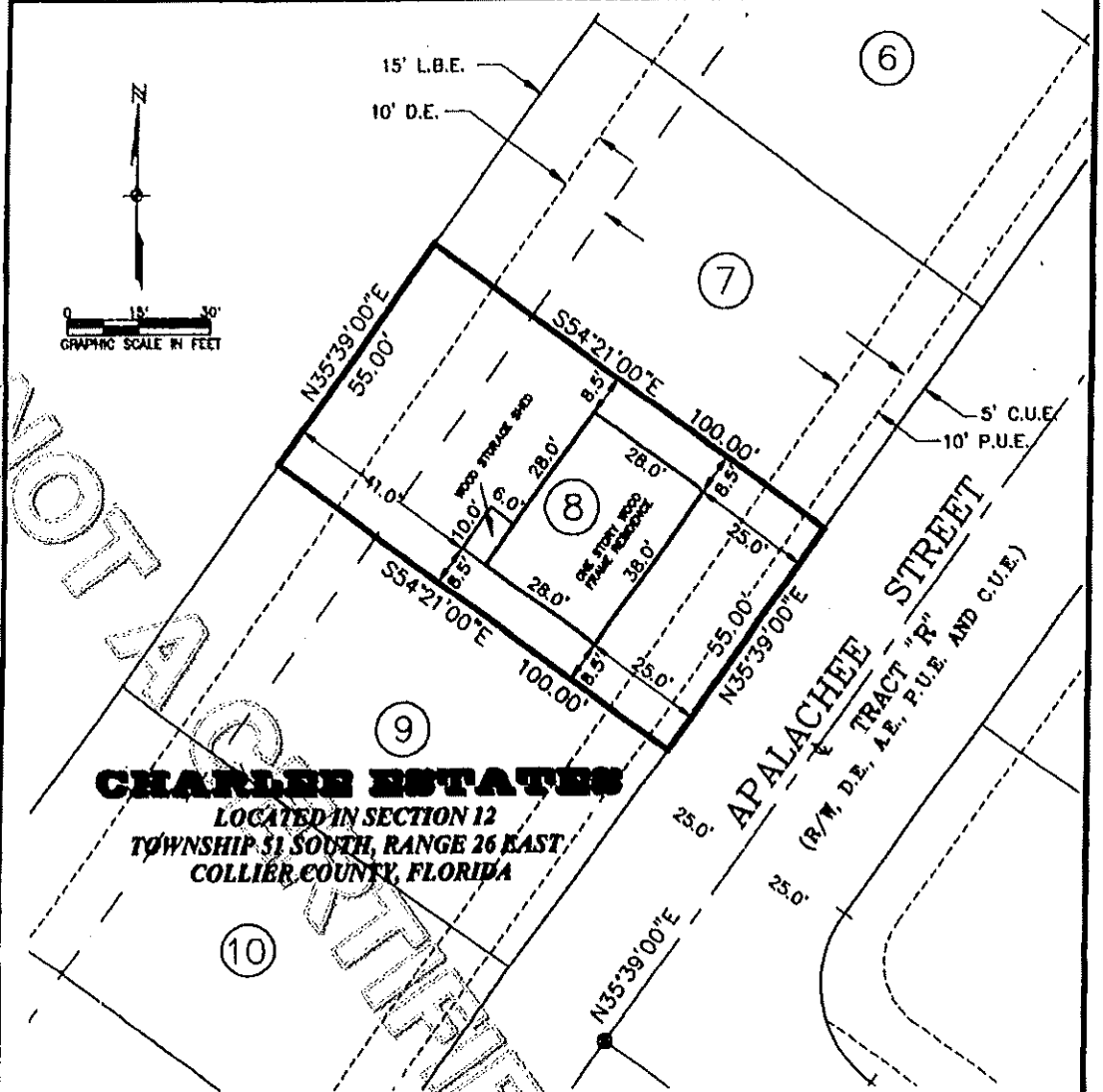
Lot 8, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT A CERTIFIED COPY

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 5/16/2003
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION:

LOT 8 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

S:\012782\LOTSPP.dwg (Layout1) TMH Sep 16, 2003 - 3:12pm

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275551 OR: 3418 PG: 0904
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRAND(403-2330)

File# 03-185-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

UNOFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXAMPLE NOT RECORDED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blan

Print Name Lisa B. Lefkow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval:

Denton Baker, Director of
Financial Administration & Housing

NOT CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

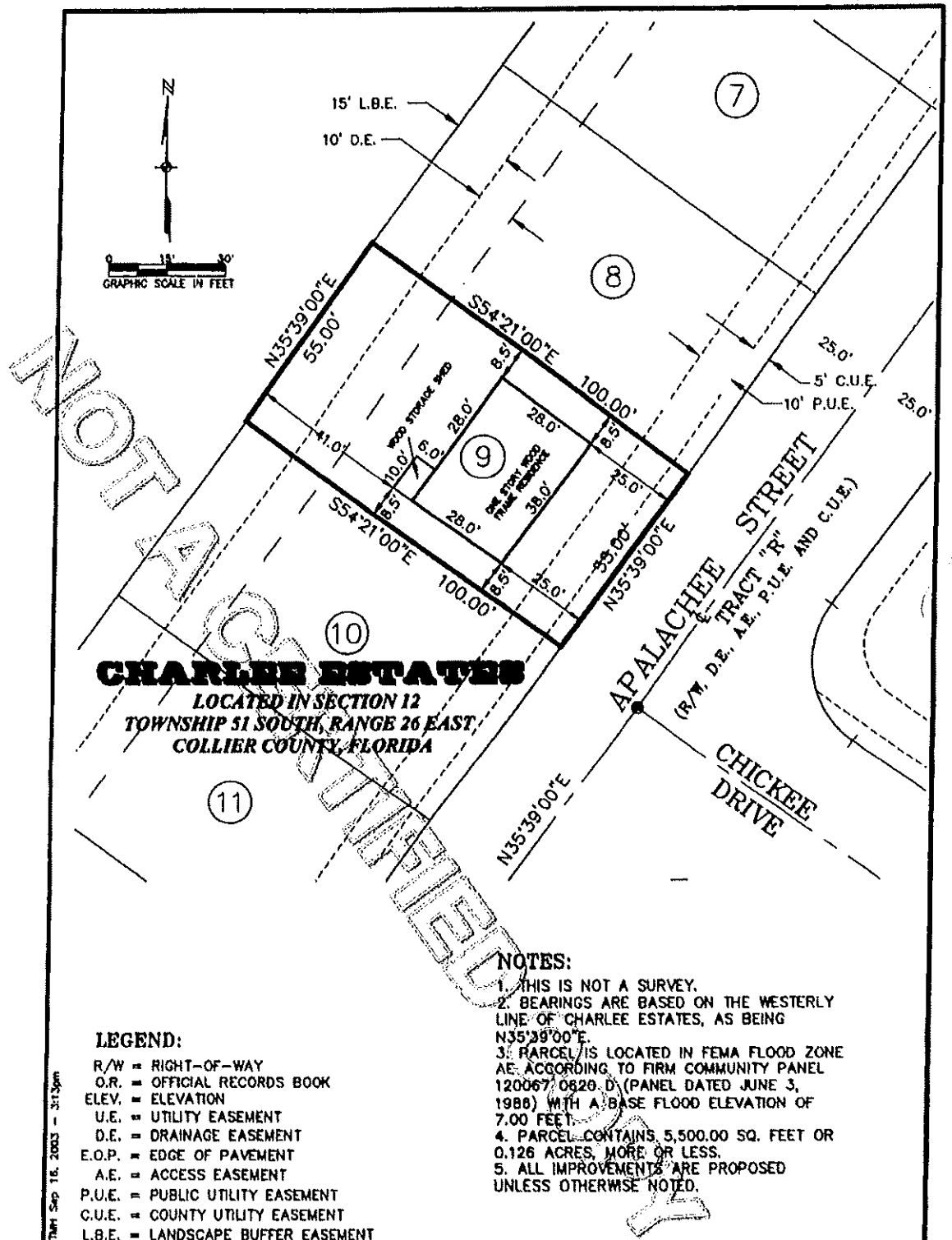
Lot 9, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOTES:

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D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 9 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syran (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5385

Date Signed: 9/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\01\2782\LOTREP.dwg (Layout1) TMH Sep 16, 2003 - 3:13pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

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Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2330)

File# 03-186-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

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RECORDED COPY

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b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DOCUMENT NOT OFFICIAL UNTIL RECORDED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blair

Print Name Lisa B LeFrow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette Blair
Commission # DD100...
Expires: April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

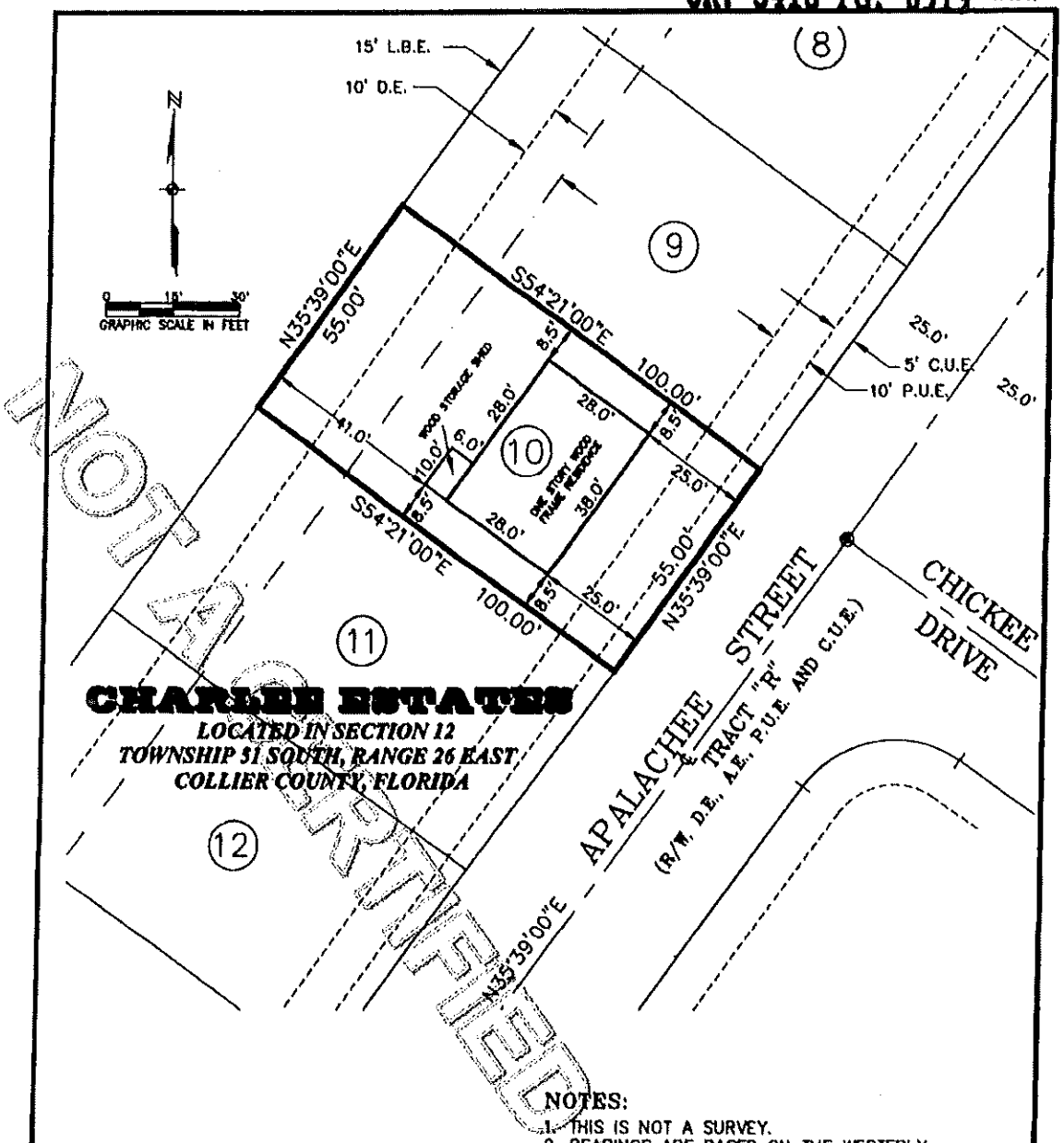
Lot 10, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 10 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Synan (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5385

Date Signed: 2/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT10PP.dwg (Layout1) Thu Sep 18, 2003 - 3:14pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08/03	20012782	12-51-26	1" = 30'	1 OF 1

3275554 OR: 3418 PG: 0928
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Return:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRARD(403-2338)

File# 03-188-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A" and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

FOR RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL UNTIL RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED FOR RECORD ONLY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Lisa B. LeFkow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100942
Expires April 24, 2006

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

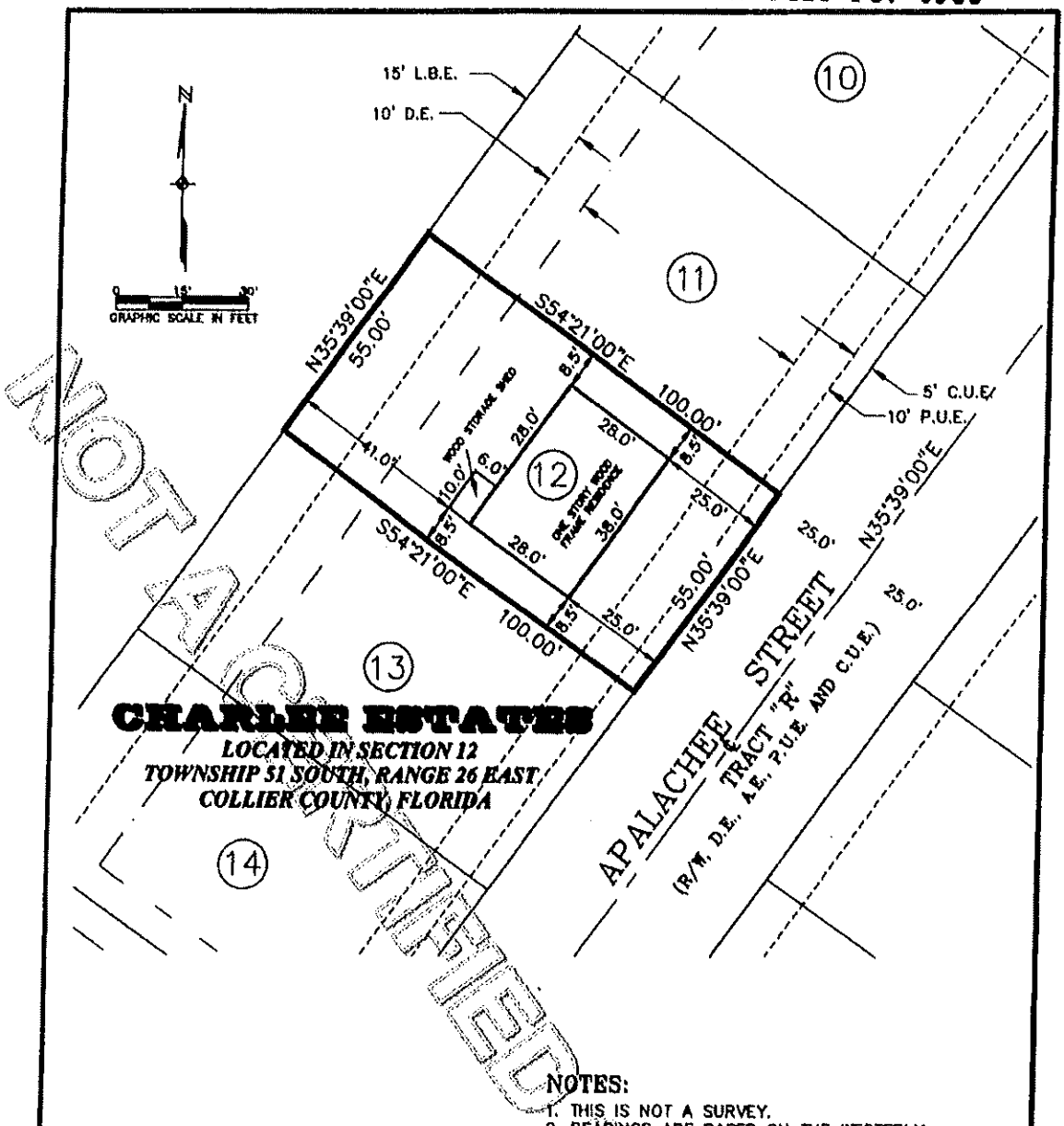
Lot 12, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 12 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Sykes (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5385

Date Signed: 9/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\01\2782\LOT12PP.dwg (Layout1) Tue Sep 16, 2003 - 3:16pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275555 OR: 3418 PG: 0936
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-189-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 16th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A" and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL DOCUMENT

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Habitat for Humanity of Collier County, Inc.:

Print Name Juliette Blan

By: Samuel J. Durso, M.D., President

Print Name Lisa Bletsch

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

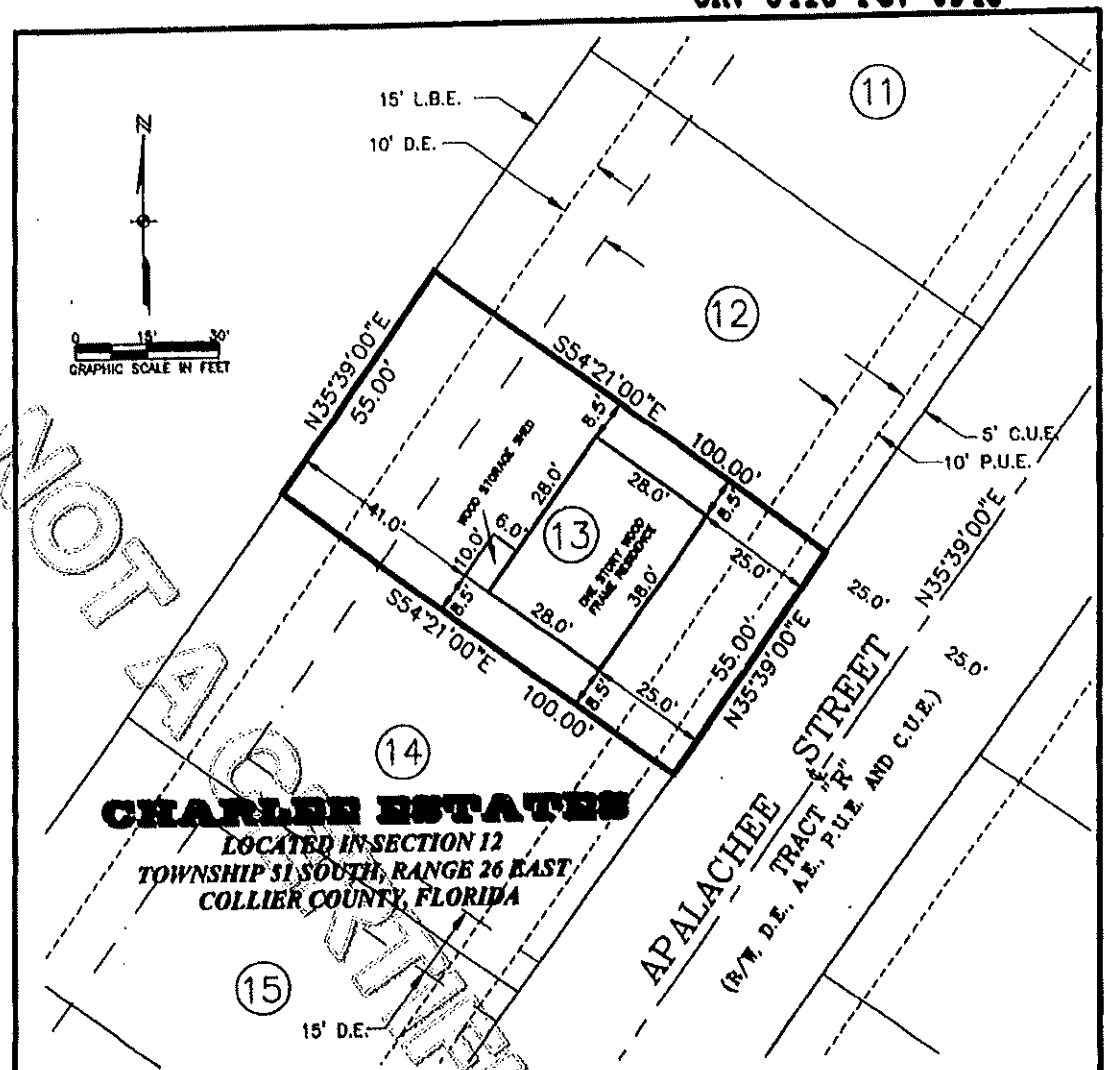
Lot 13, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOT A CERTIFIED COPY

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 13 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Sygin (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 9/16/2003
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT13PP.dwg (Layout1) TMH Sep 16, 2003 - 3:18pm

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275556 OR: 3418 PG: 0944
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2336)

File# 03-190-IF

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NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 9th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

COPY RECORDED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

EXAMINED ONLY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Lisa B. Lefrow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100042
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY NOT CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

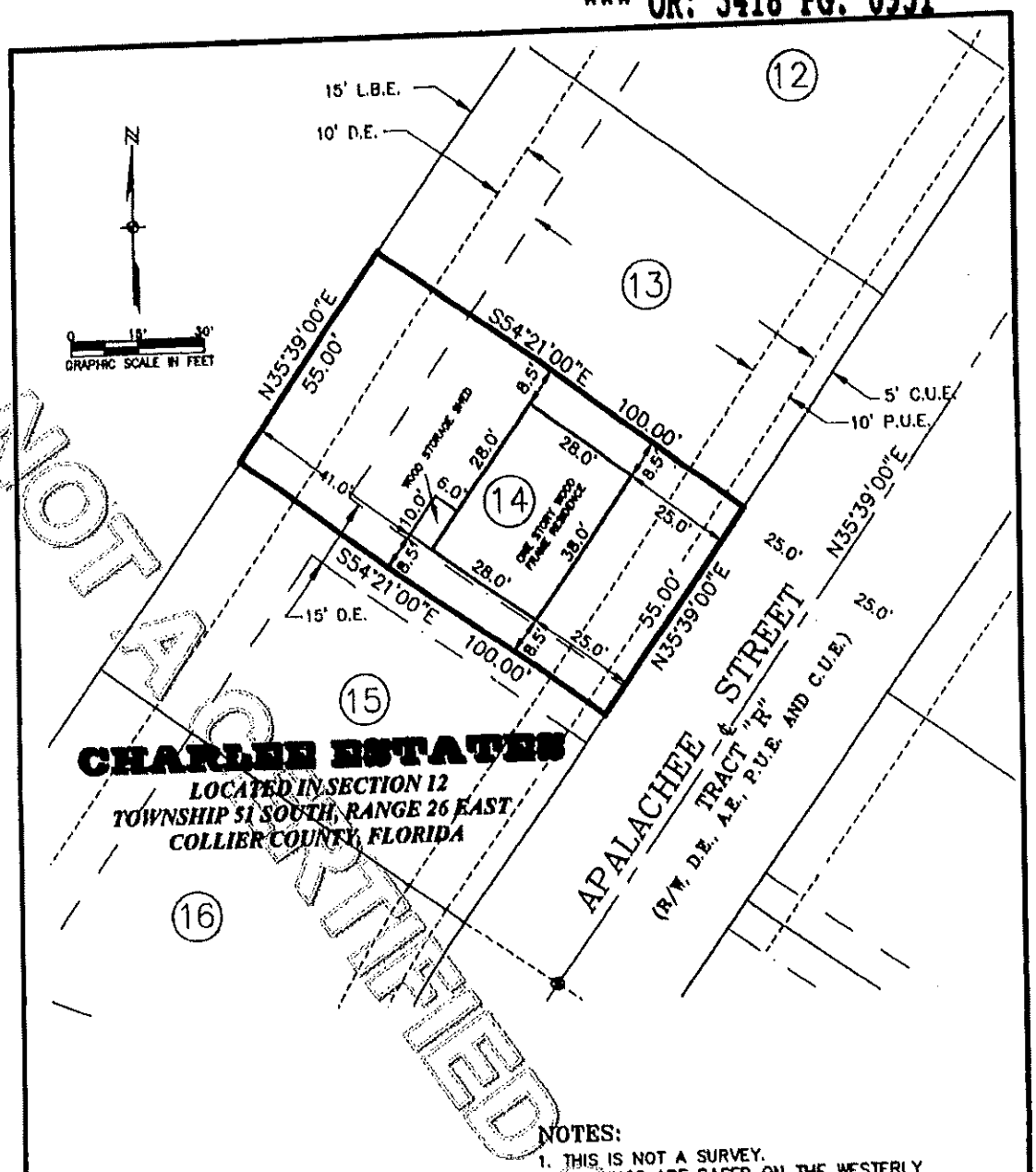
Lot 14, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 14 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syrah (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 9/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT14PP.dwg (Layout1) Tue, Sep 16, 2003 - 3:20pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275557 OR: 3418 PG: 0952
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-191-IF

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NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 16th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL DOCUMENT

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Lisa B. Lefkow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL] Juliette J. Bloom Commission # DD100342 Expires April 24, 2006 Bonded Thru Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 14th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL] Lauren J. Beard Commission #DD159084 Expires: Oct 24, 2006 Bonded Thru Atlantic Bonding Co., Inc

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 15, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

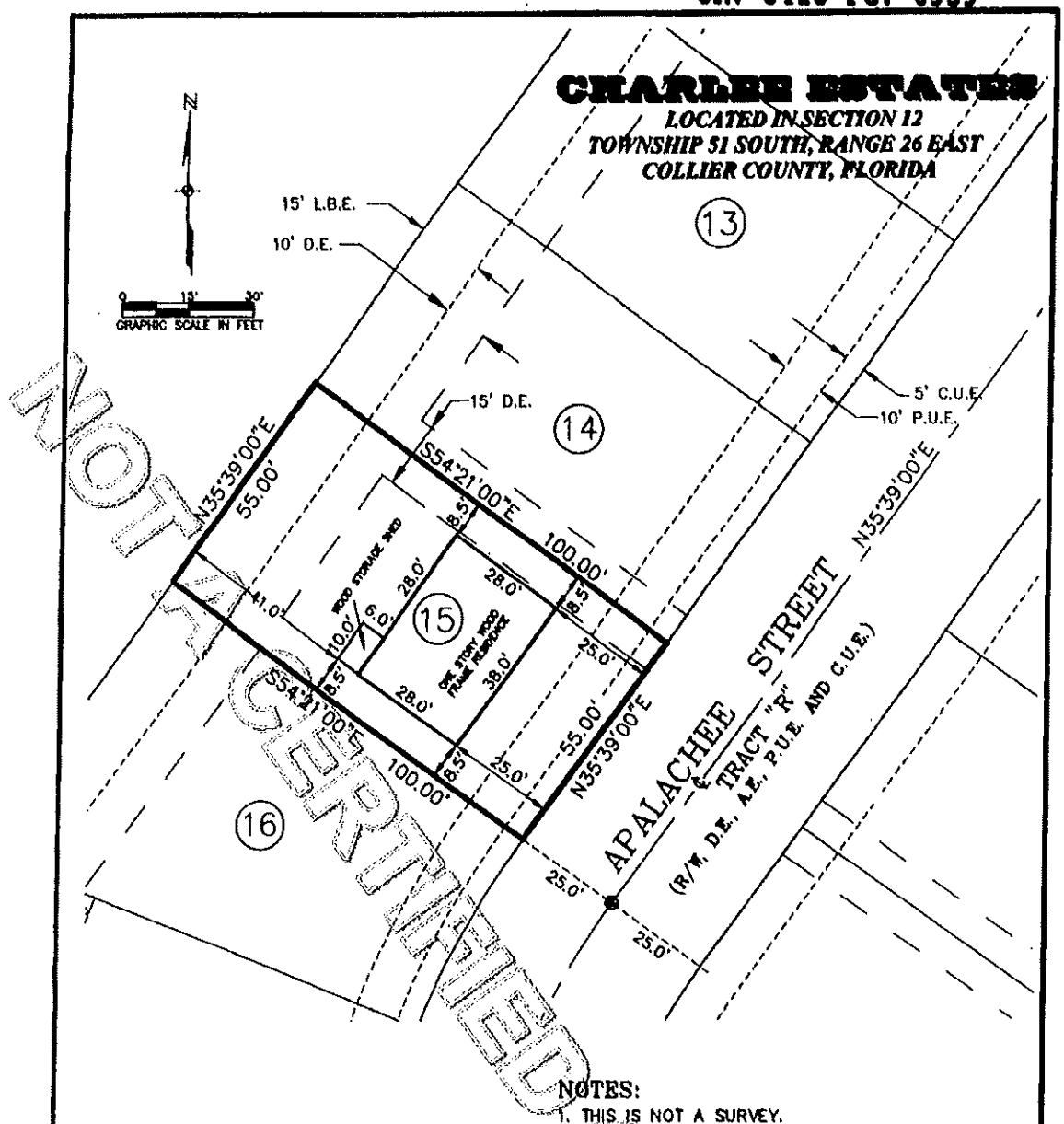
EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

DESCRIPTION:

LOT 15 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syran (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365
Date Signed: 9/16/2003
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT15PP.dwg (Layout1) TMH Sep 16, 2003 - 3:21pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-8320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275559 OR: 3418 PG: 0968
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-193-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 14th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER/REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

UNOFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blan

Print Name Lisa B. LeFlow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL] Juliette J. Bloom
Commission # DD110342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL] Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT OFFICIAL UNTIL RECORDED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

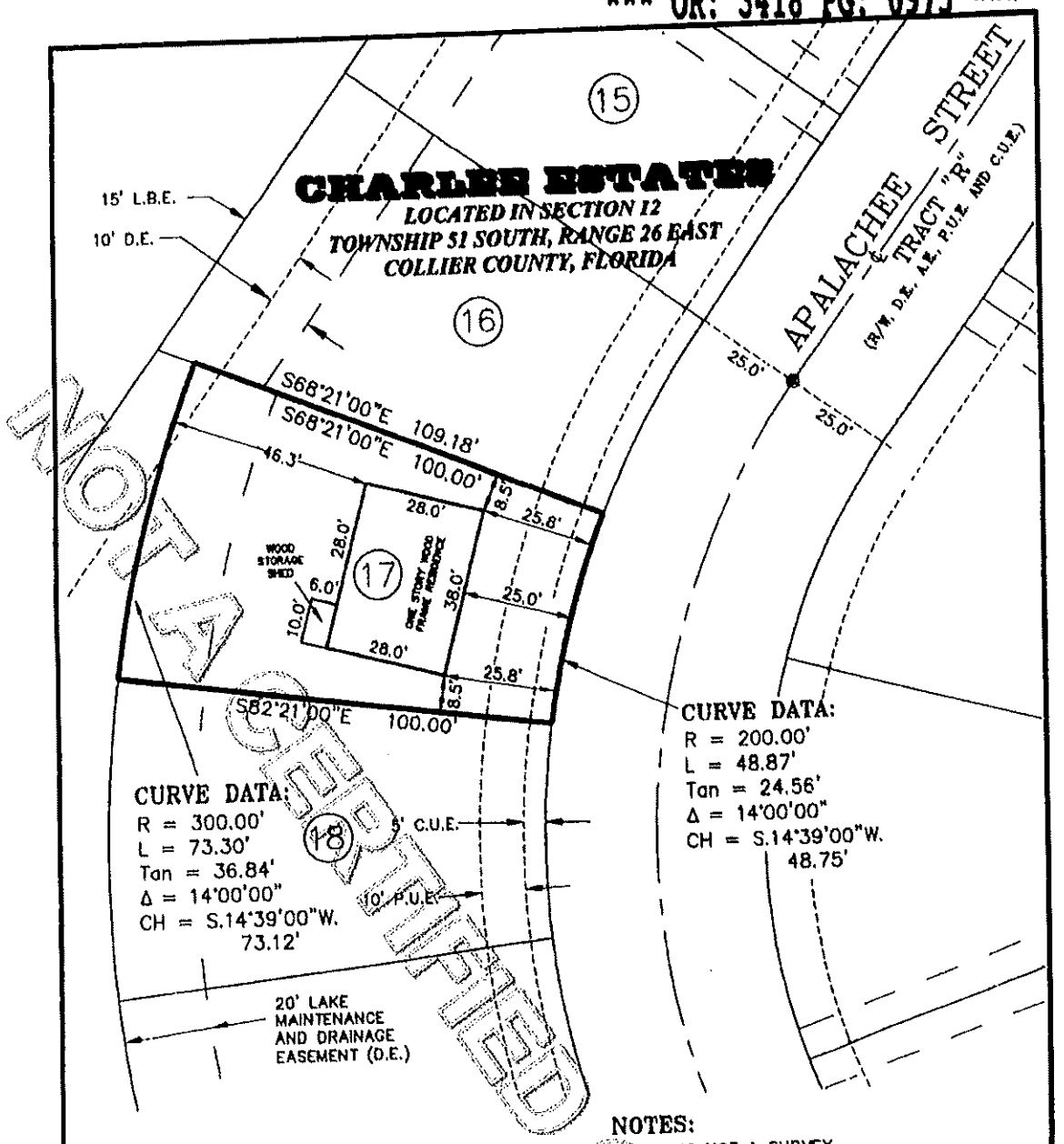
Lot 17, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 6,108.65 SQ. FEET OR 0.140 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

DESCRIPTION:

LOT 17 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

N

0 15' 30'
GRAPHIC SCALE IN FEET

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 2/16/2004

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT17PP.dwg (Layout1) Tue Sep 16, 2003 - 3:44pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275560 OR: 3418 PG: 0976
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-194-IF

This space for recording

NOT ENTERED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

UNOFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # [illegible]
Expires April 24, 2006
Bonded Thru [illegible]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

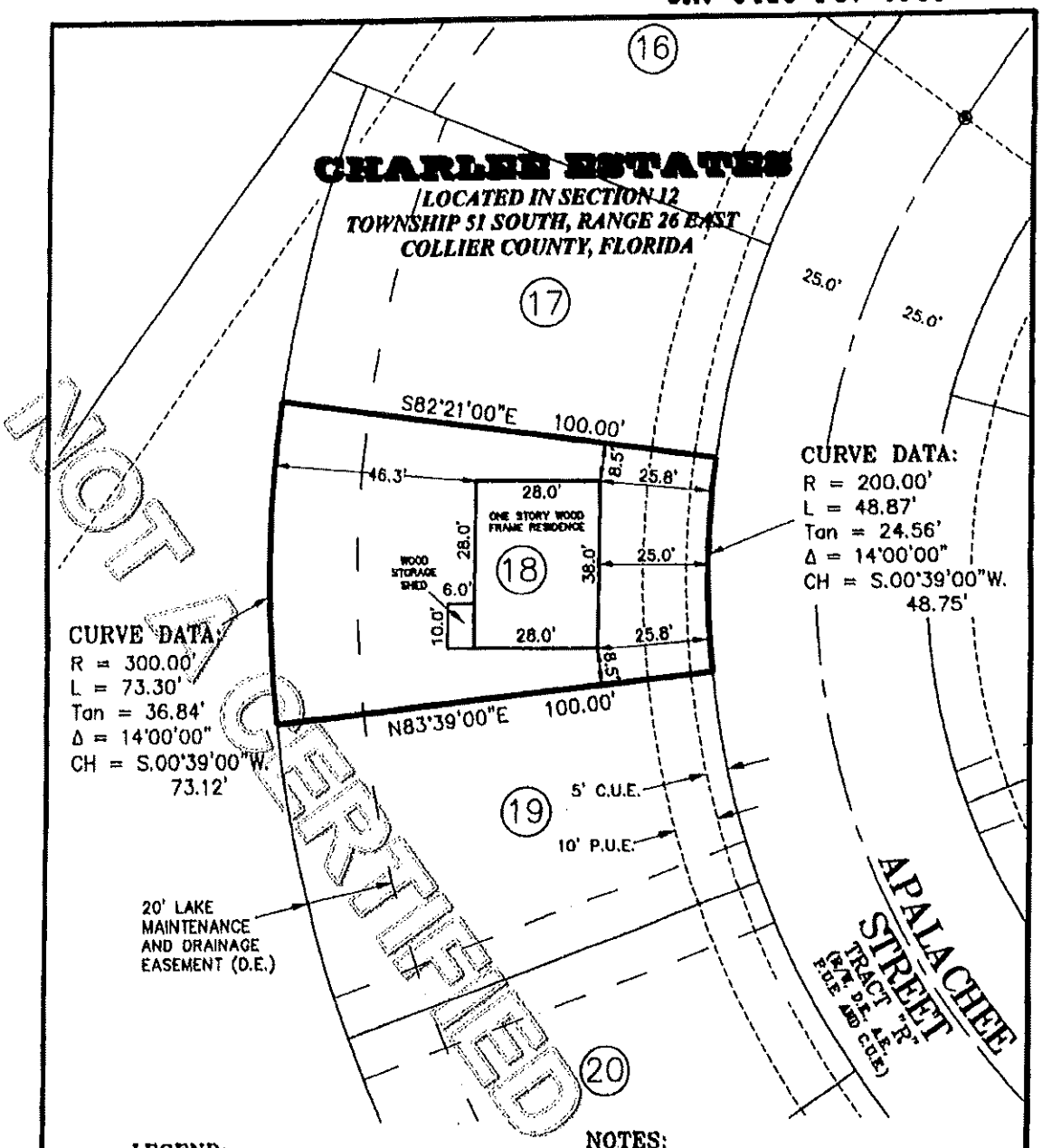
Lot 18, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS BOOK
ELEV. = ELEVATION
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
E.O.P. = EDGE OF PAVEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, AS BEING N35°39'00"E.
3. PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
4. PARCEL CONTAINS 6,108.65 SQ. FEET OR 0.140 ACRES, MORE OR LESS.
5. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

DESCRIPTION:

LOT 18 OF PROPOSED CHARLEE ESTATES, A SUBDIVISION BEING RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

N

0 15' 30'
GRAPHIC SCALE IN FEET

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Sykes (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 9/16/2003

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\01278\2\LOT18PP.dwg (Layout1) Tue Sep 16, 2003 - 4:18pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

PLOT PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/03	20012782	12-51-26	1" = 30'	1 OF 1

3275561 OR: 3418 PG: 0984
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-195-IF

This space for recording

NOT OFFICIAL UNTIL SIGNED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL DOCUMENT

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

CHARLOTTE COUNTY COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blair

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette Blair
Commission # DD159084
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

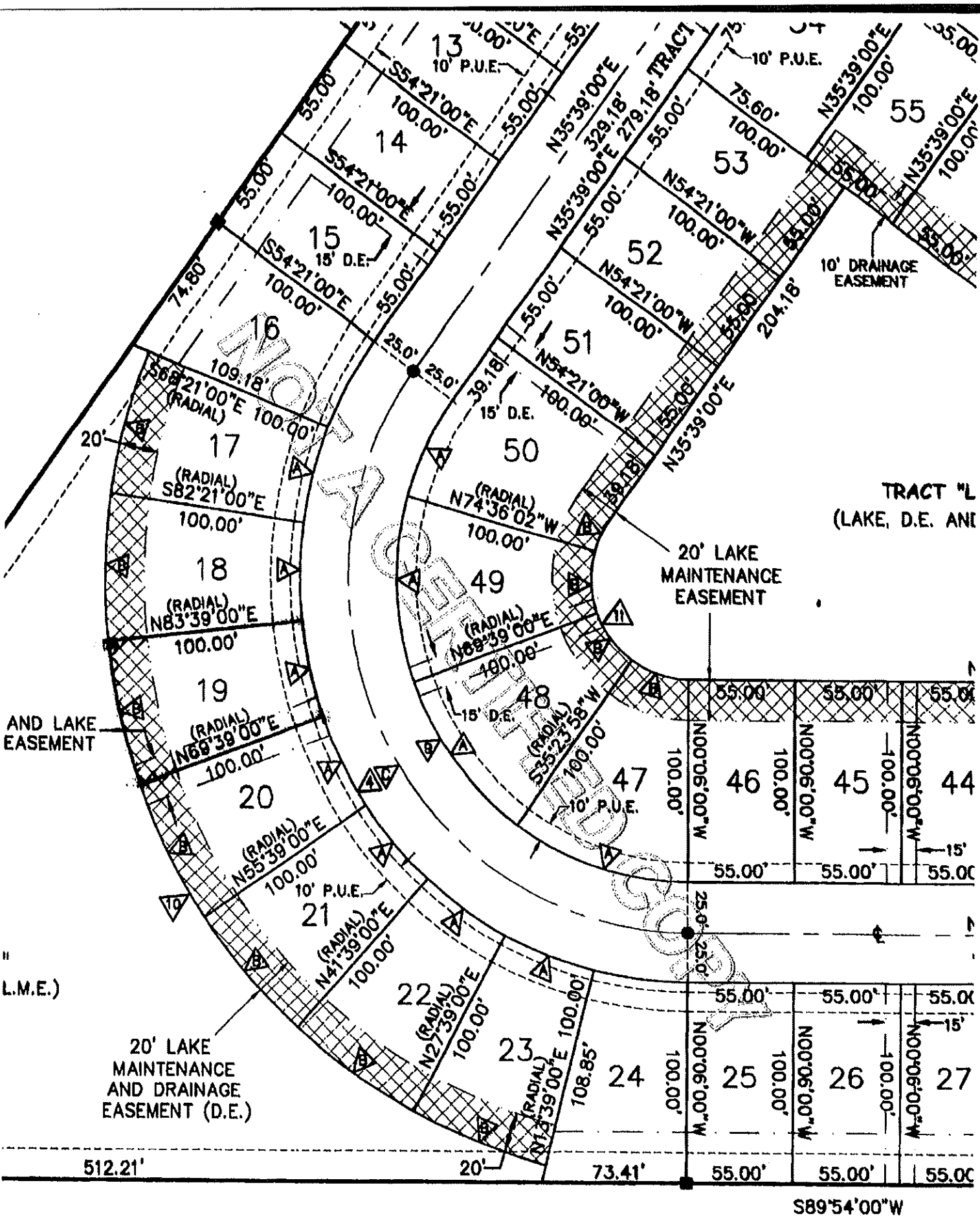
Lot 19, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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AND LAKE EASEMENT
L.M.E.)
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N35°39'00"E 279.18'
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S54°21'00"E 100.00'
N35°39'00"E 204.18'
S89°54'00"W
512.21'
73.41'
*** OR: 3418 PG: 0991 ***

3275562 OR: 3418 PG: 0992
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2330)

File# 03-196-IF

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NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

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payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

FOR CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name

Print Name

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct., 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

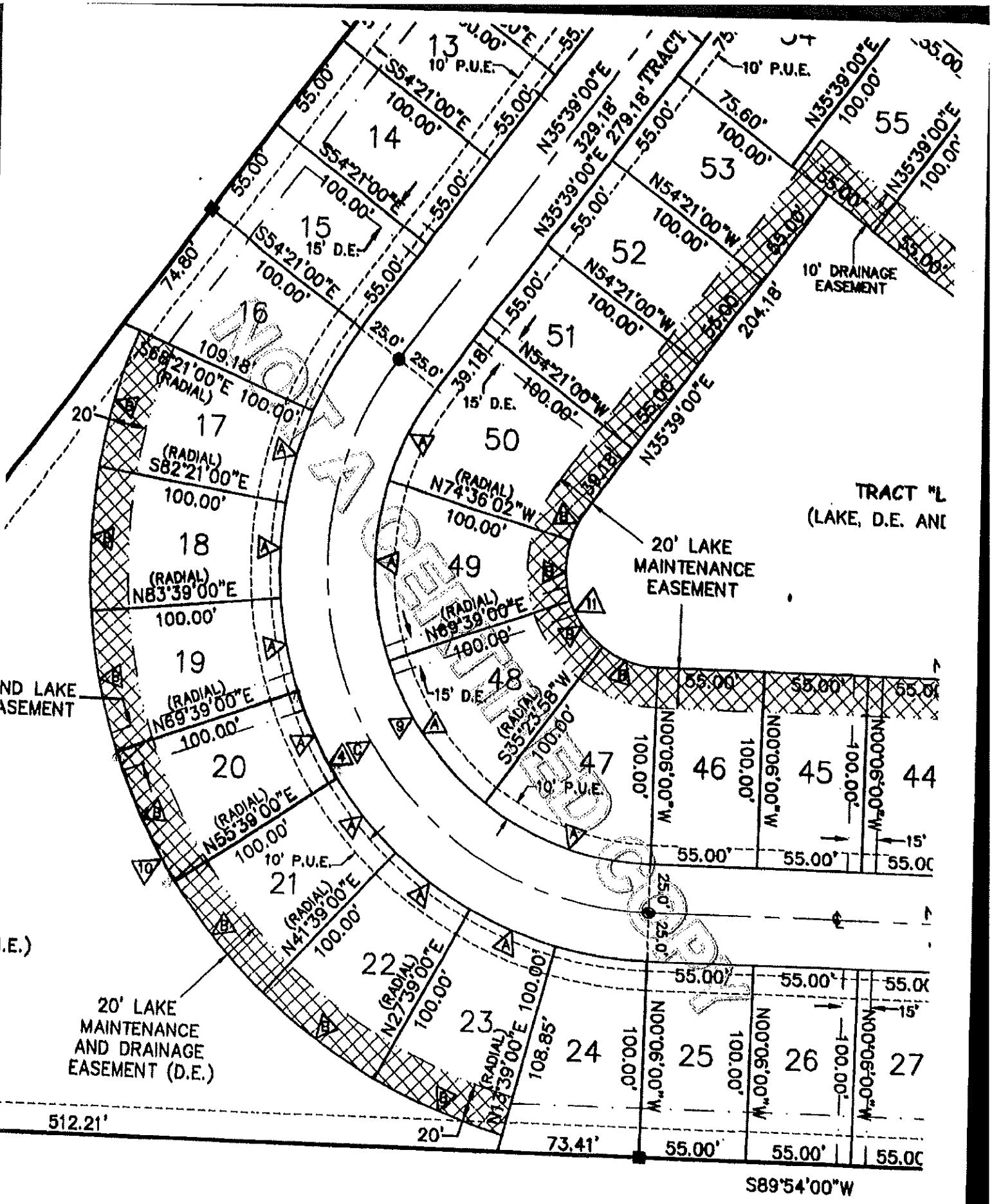
Lot 20, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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*** OR: 3418 PG: 0999 ***

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RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-197-IF

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NOT OFFICIAL DOCUMENT

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Julie He Bloch

Print Name STEPHEN DEMPSEY

Habitat for ~~Humanity~~ of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY NOT CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

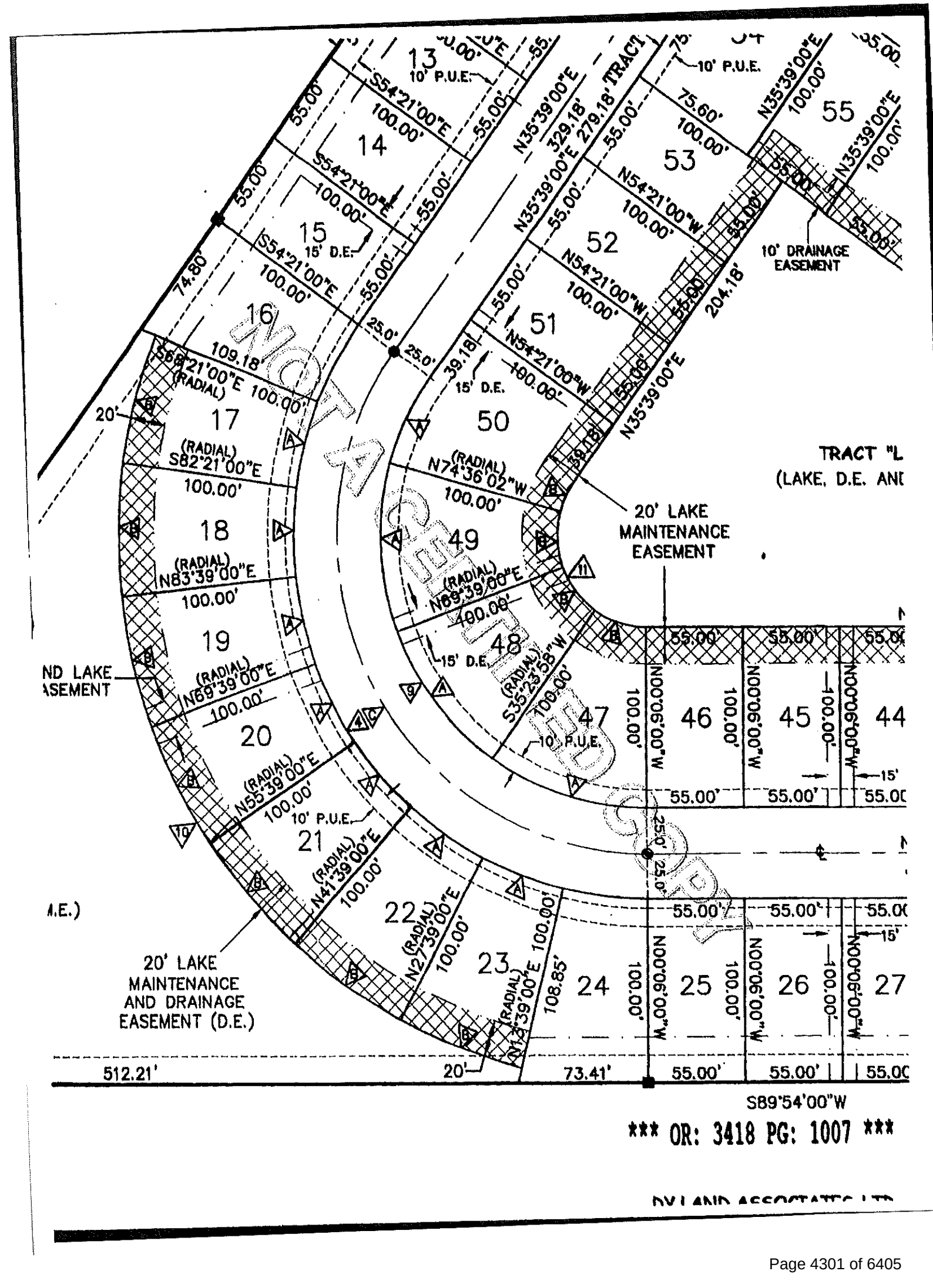
Lot 21, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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20' LAKE MAINTENANCE EASEMENT
ND LAKE
ASEMENT
20' LAKE MAINTENANCE AND DRAINAGE EASEMENT (D.E.)
N35°39'00"E 279.18' TRACT
N35°39'00"E 329.18'
S54°21'00"E 100.00'
N54°21'00"W 100.00'
S82°21'00"E (RADIAL) 100.00'
N74°36'02"W (RADIAL) 100.00'
N83°39'00"E (RADIAL) 100.00'
N69°39'00"E (RADIAL) 100.00'
S35°23'58"W (RADIAL) 100.00'
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20'
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S89°54'00"W
*** OR: 3418 PG: 1007 ***

3275564 OR: 3418 PG: 1008
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT E. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRAND(403-2338)

File# 03-198-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
   a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

COPY RECEIVED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DOCUMENT NOT OFFICIAL UNTIL RECORDED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Blom
Commission # [illegible]
Expires: [illegible]
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

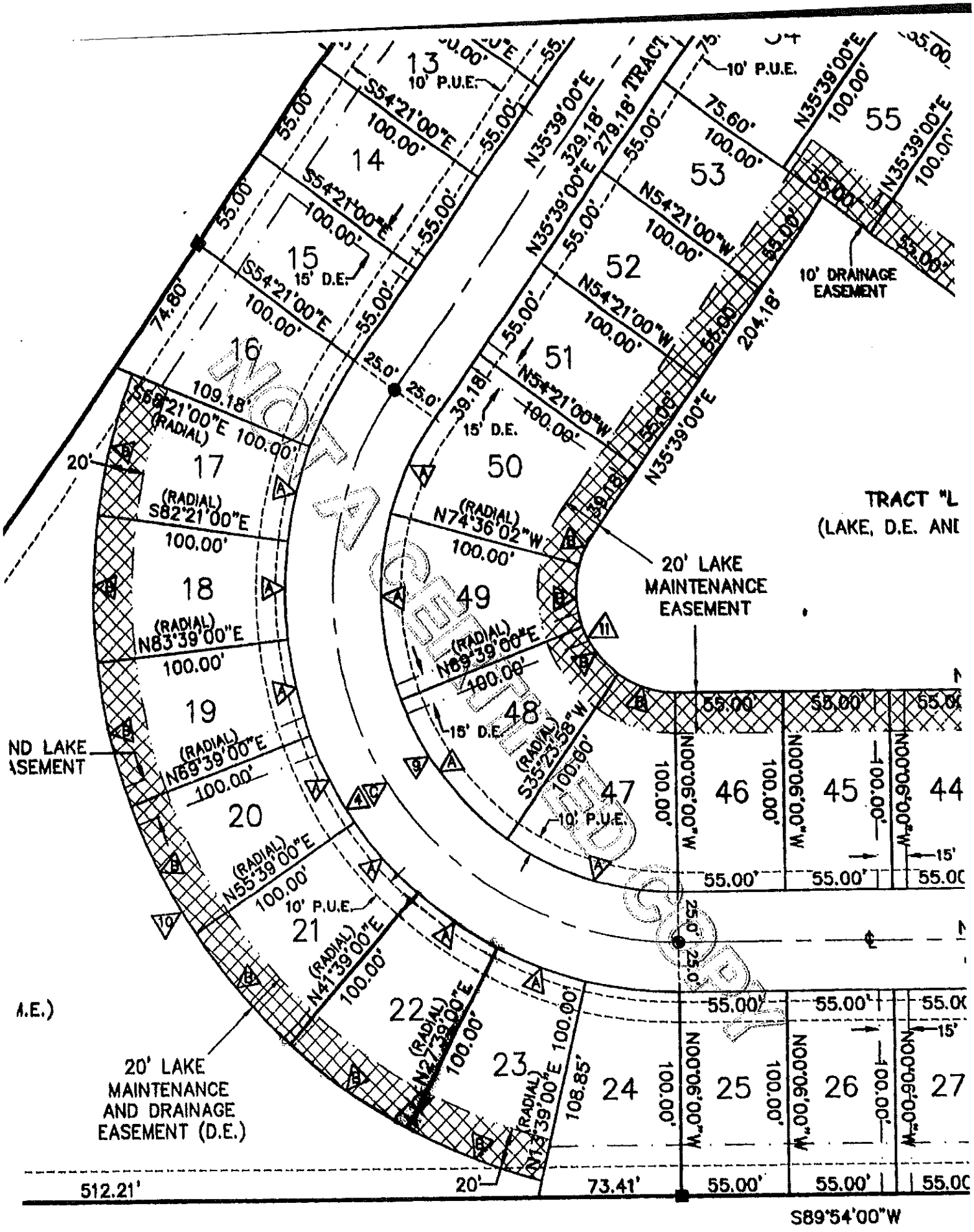
Lot 22, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3418 PG: 1015 ***

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3290118 OR: 3436 PG: 3287
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 03-214-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DOCUMENT NOT OFFICIAL! This Document is the property of the Lee County Clerk of Circuit Court

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

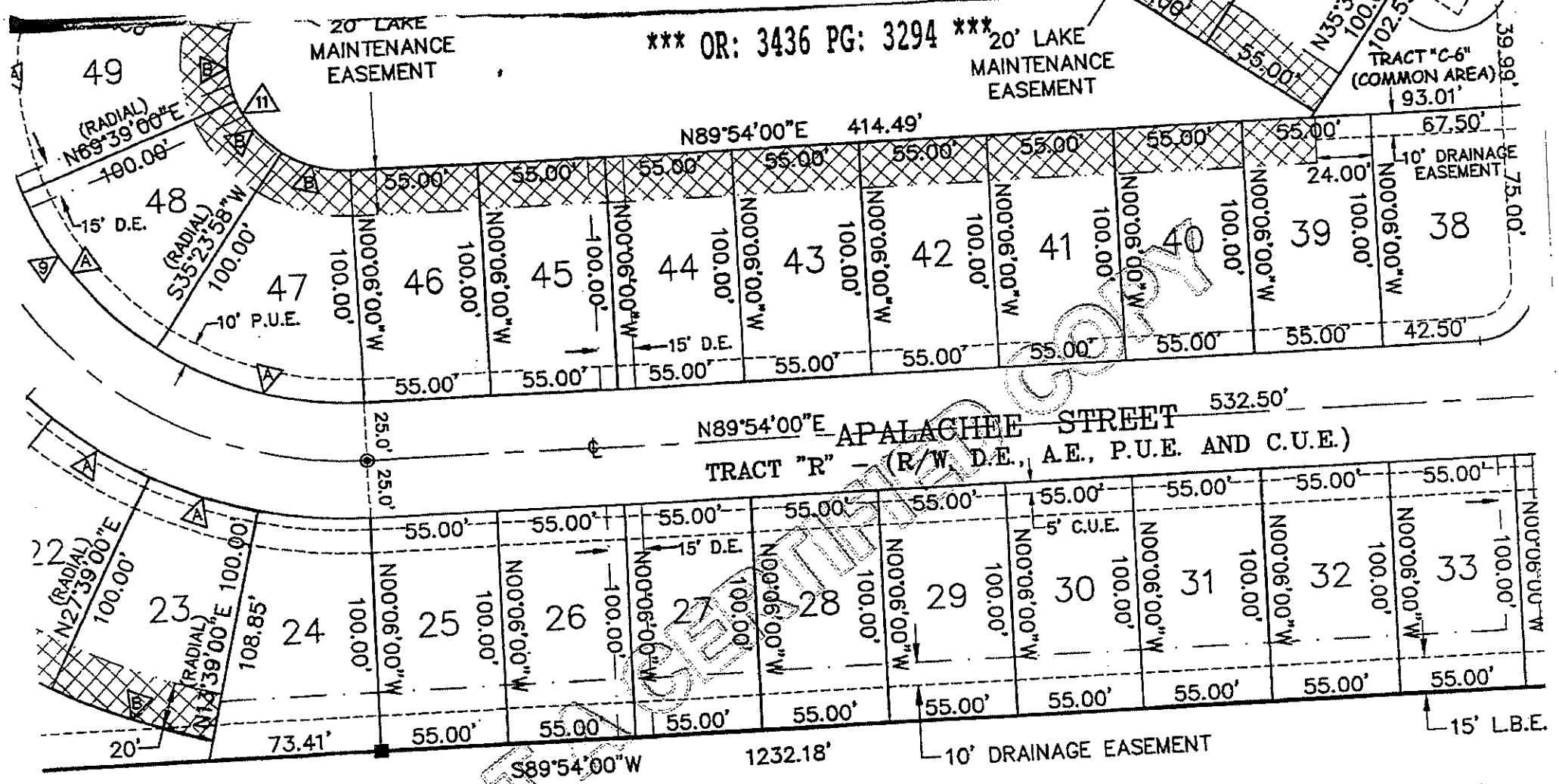
Lot 23, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT CERTIFIED COPY

DY LAND ASSOCIATES, LTD
(OFFICIAL RECORDS BOOK 2656, PAGE 704)

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				24.56'	

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3290119 OR: 3436 PG: 3295
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BBARD 403-2338

File# 03-215-IF

This space for recording

NOT APPROVED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

FOR CERTIFIED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Juliette Bloom
Print Name Juliette Bloom

Cheryl Malone
Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Juliette Bloom
Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: [signature]
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

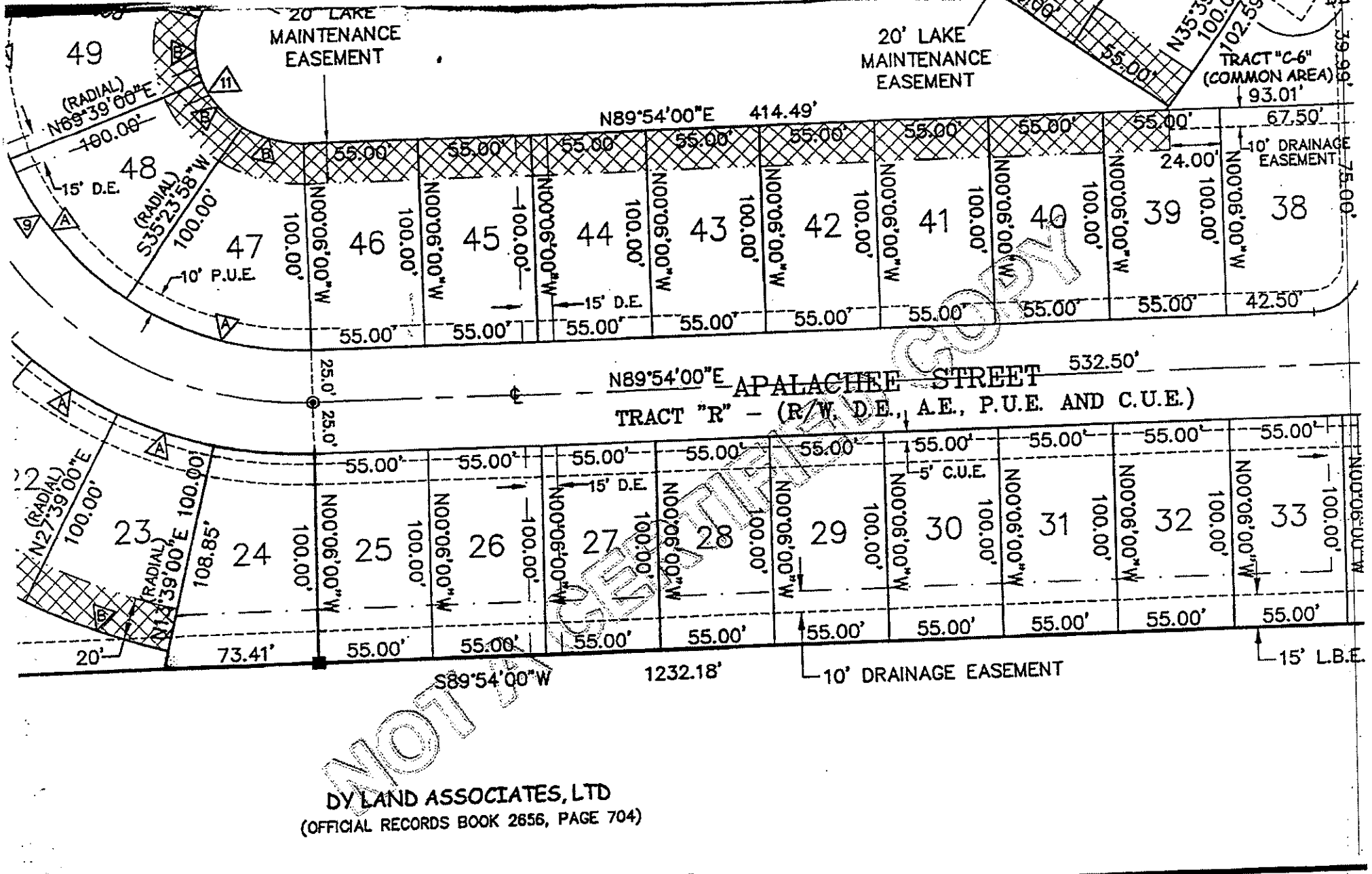
Lot 24, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT A CERTIFIED COPY

*** OR: 3436 PG: 3302 ***

L-7

3290120 OR: 3436 PG: 3303
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 03-216-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

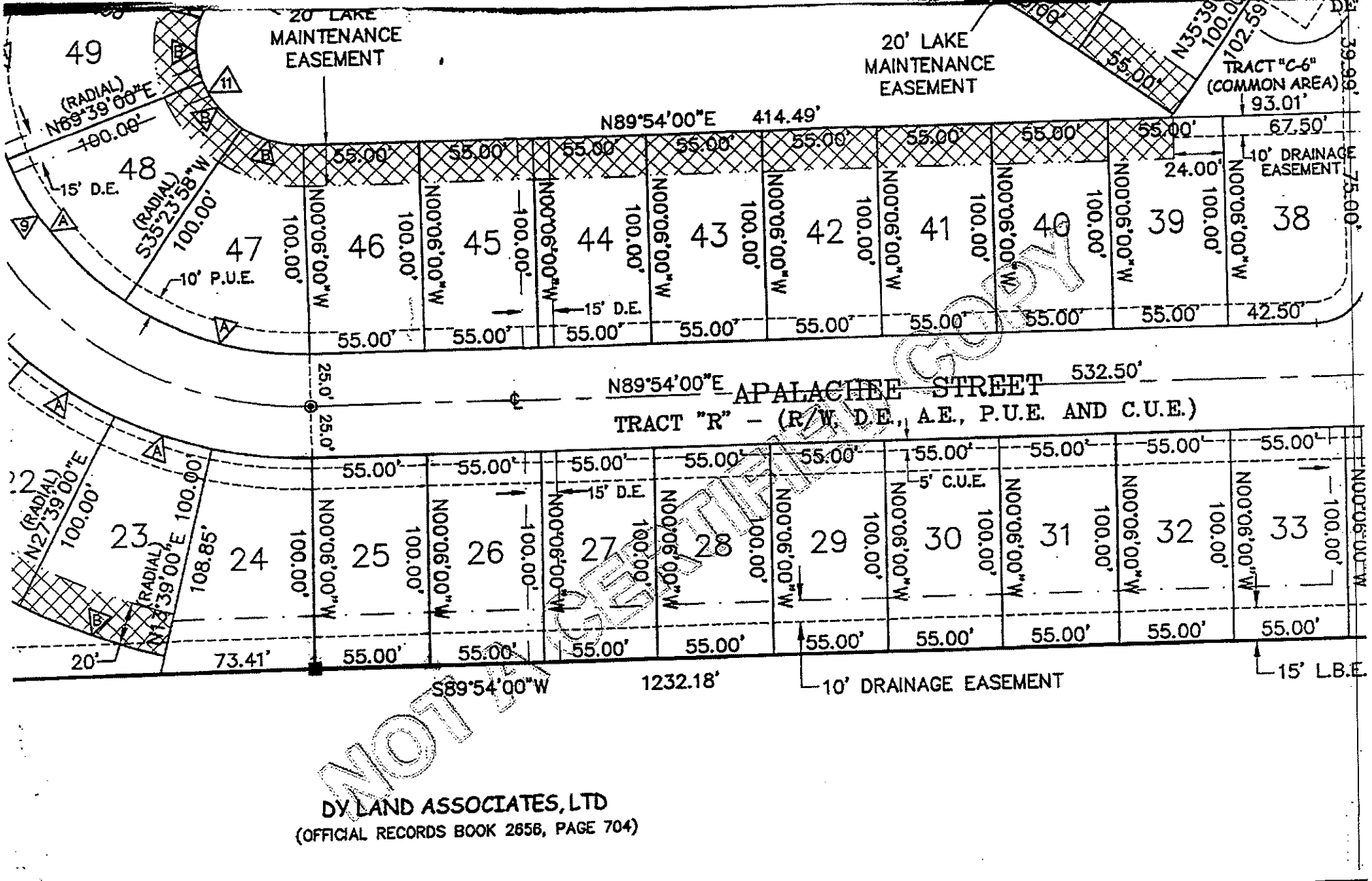
Lot 25, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT A CERTIFIED COPY

*** OR: 3436 PG: 3310 ***

23B	300.00'	14°00'00"	73.30'	36.84'	S.89°21'00"E, 48.75'

= LAKE MAINTENANCE EASEMENT

L-7

3290121 OR: 3436 PG: 3311
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BBARD 403-2338

File# 03-217-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

UNOFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
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NOT OFFICIAL DOCUMENT

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NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 26, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
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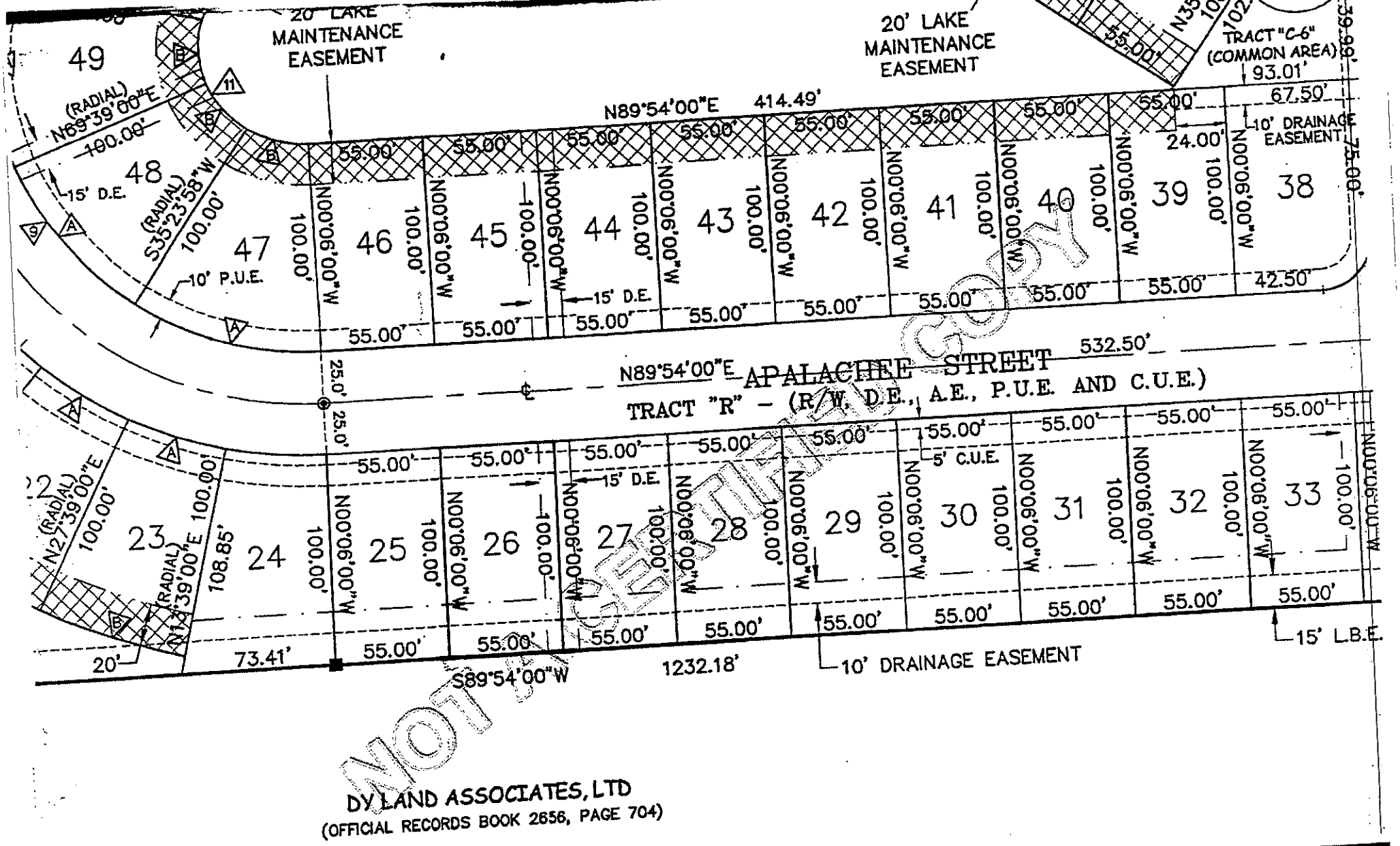
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



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3290122 OR: 3436 PG: 3319
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 03-218-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SIGNED RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DOCUMENT IS CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Mallone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]
Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

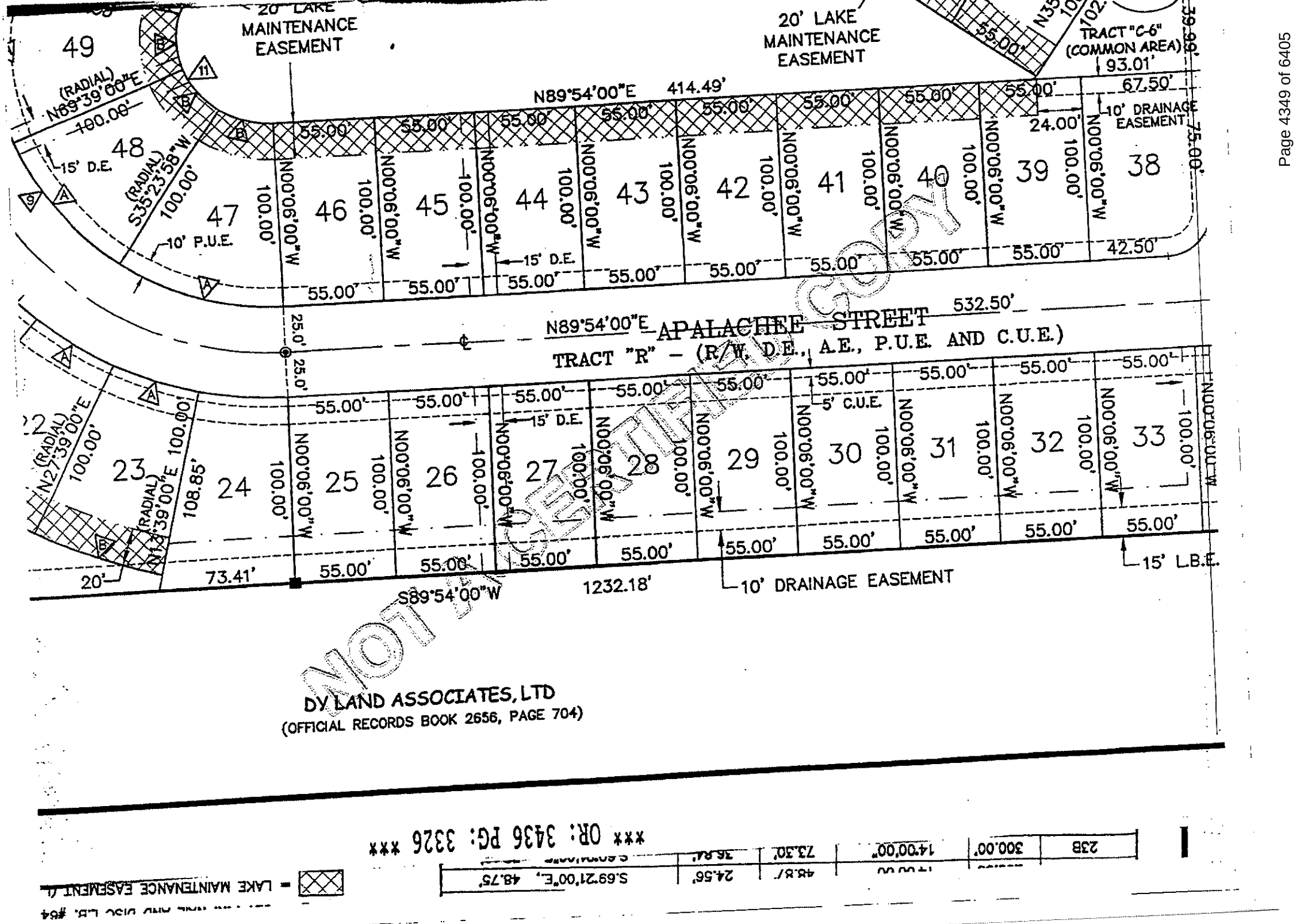
Lot 27, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3436 PG: 3326 ***

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3290123 OR: 3436 PG: 3327
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAURBN BBARD 403-2338

File# 03-219-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

FOR RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

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8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXAMINED AND APPROVED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

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NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 28, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
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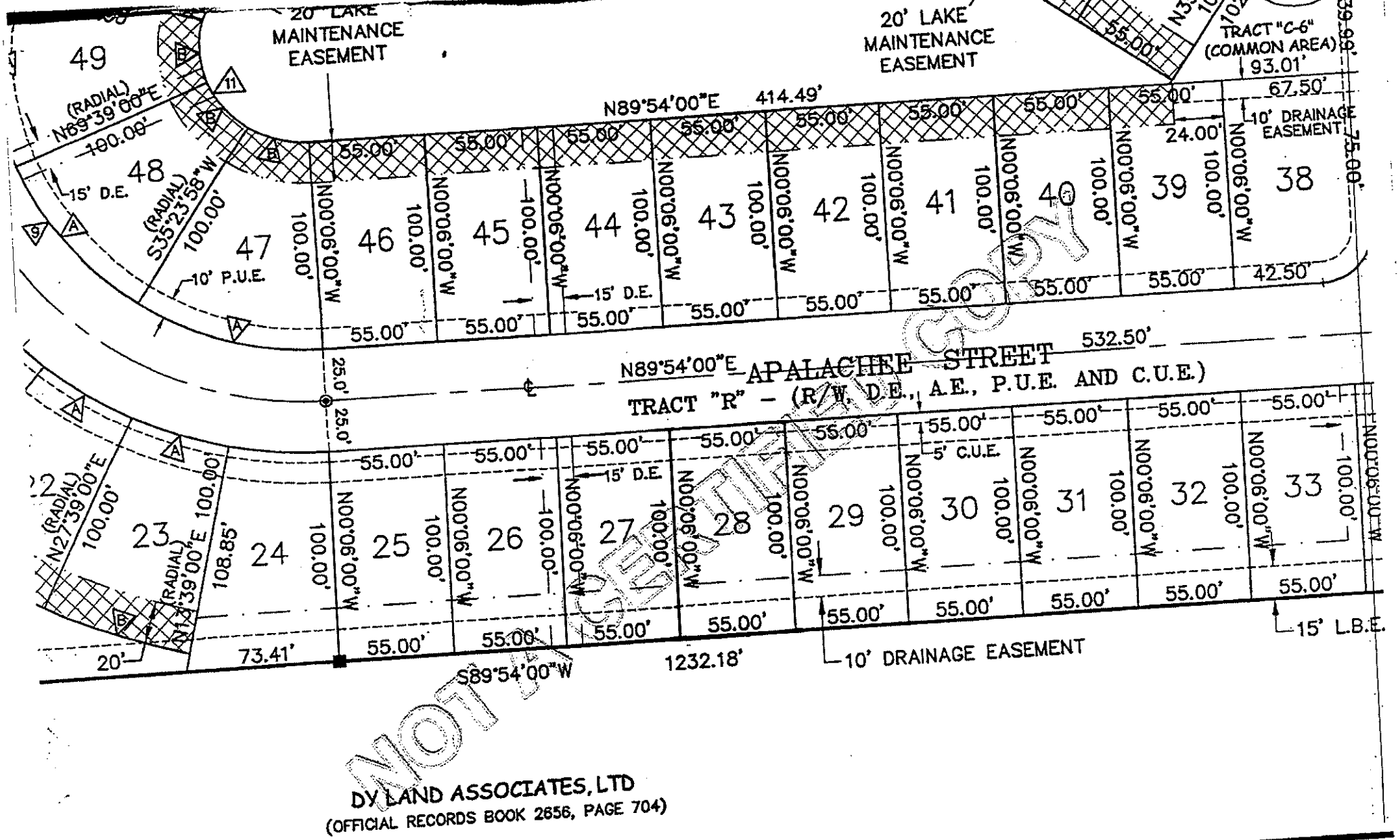
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



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3290124 OR: 3436 PG: 3335
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 03-220-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

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ELECTRONICALLY RECORDED

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FOR RECORDING COPY

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NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Juliette Bloom

Print Name Juliette Bloom

Cheryl Malone

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100392
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Juliette Bloom

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: James V. Mudd

JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick D. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

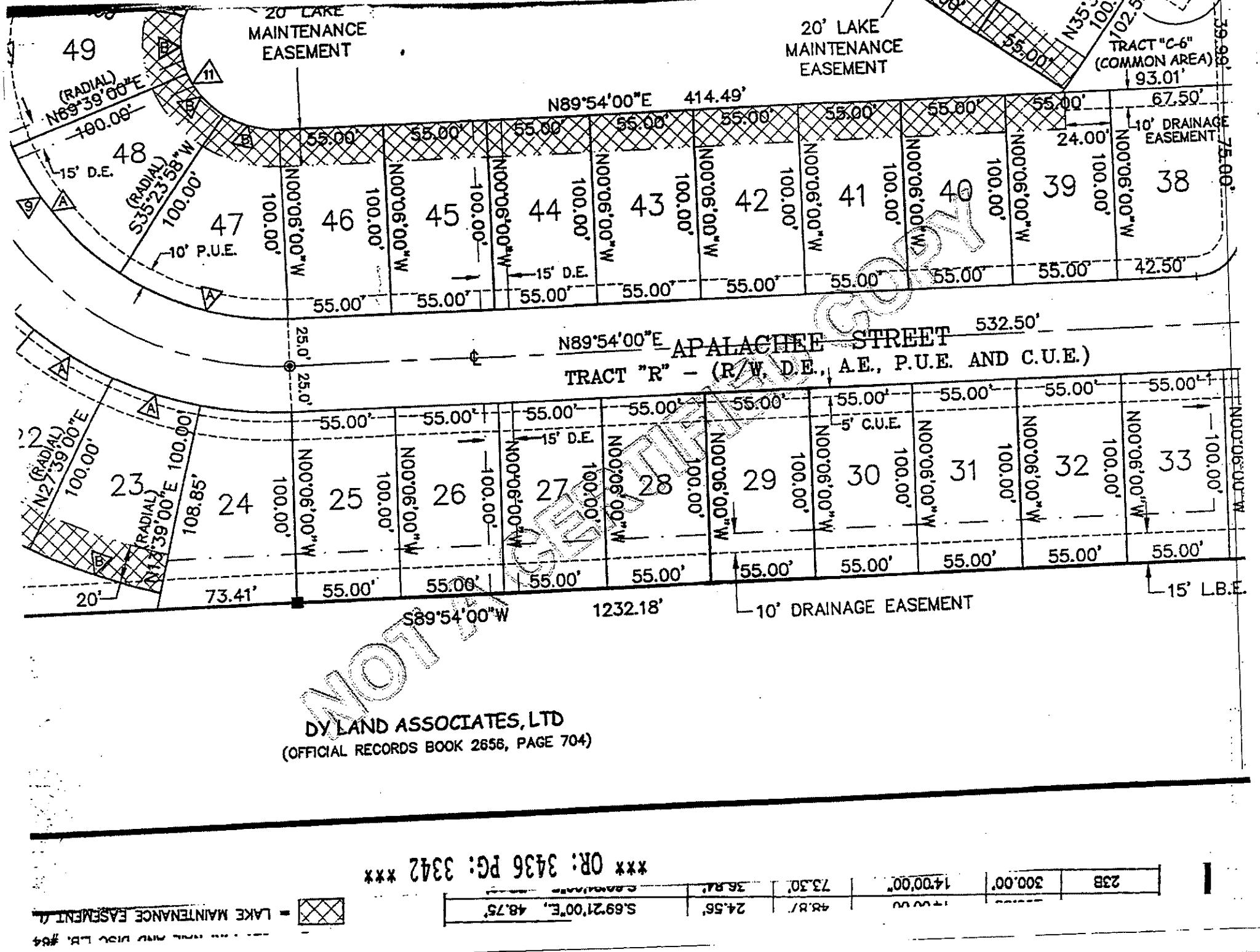
Lot 29, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


20' LAKE MAINTENANCE EASEMENT
20' LAKE MAINTENANCE EASEMENT
TRACT "C-6" (COMMON AREA)
93.01'
N89°54'00"E 414.49'
67.50'
10' DRAINAGE EASEMENT
24.00'
75.00'
49
48
47
46
45
44
43
42
41
40
39
38
(RADIAL) N69°39'00"E
100.00'
(RADIAL) S35°23'58"W
100.00'
15' D.E.
10' P.U.E.
55.00'
100.00'
N00°06'00"W
42.50'
25.0'
N89°54'00"E
APALACHEE STREET
532.50'
TRACT "R" - (R/W, D.E., A.E., P.U.E. AND C.U.E.)
5' C.U.E.
23
24
25
26
27
28
29
30
31
32
33
(RADIAL) N27°39'00"E
100.00'
(RADIAL) N14°39'00"E
100.00'
108.85'
20'
73.41'
S89°54'00"W
1232.18'
10' DRAINAGE EASEMENT
15' L.B.E.
DY LAND ASSOCIATES, LTD
(OFFICIAL RECORDS BOOK 2656, PAGE 704)
NOT A CERTIFIED COPY
*** OR: 3436 PG: 3342 ***
= LAKE MAINTENANCE EASEMENT (L
S.69°21'00"E., 48.75'
24.56'
73.30'
36.84'
14°00'00"
300.00'
23B

3370467 OR: 3531 PG: 3724
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-034-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Habitat for Humanity of Collier County, Inc.:

Print Name Cheryl Malone

By: Samuel J. Durso, M.D., President

Print Name PAUL A. LASELVA

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

DO NOT RECORD

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 30, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

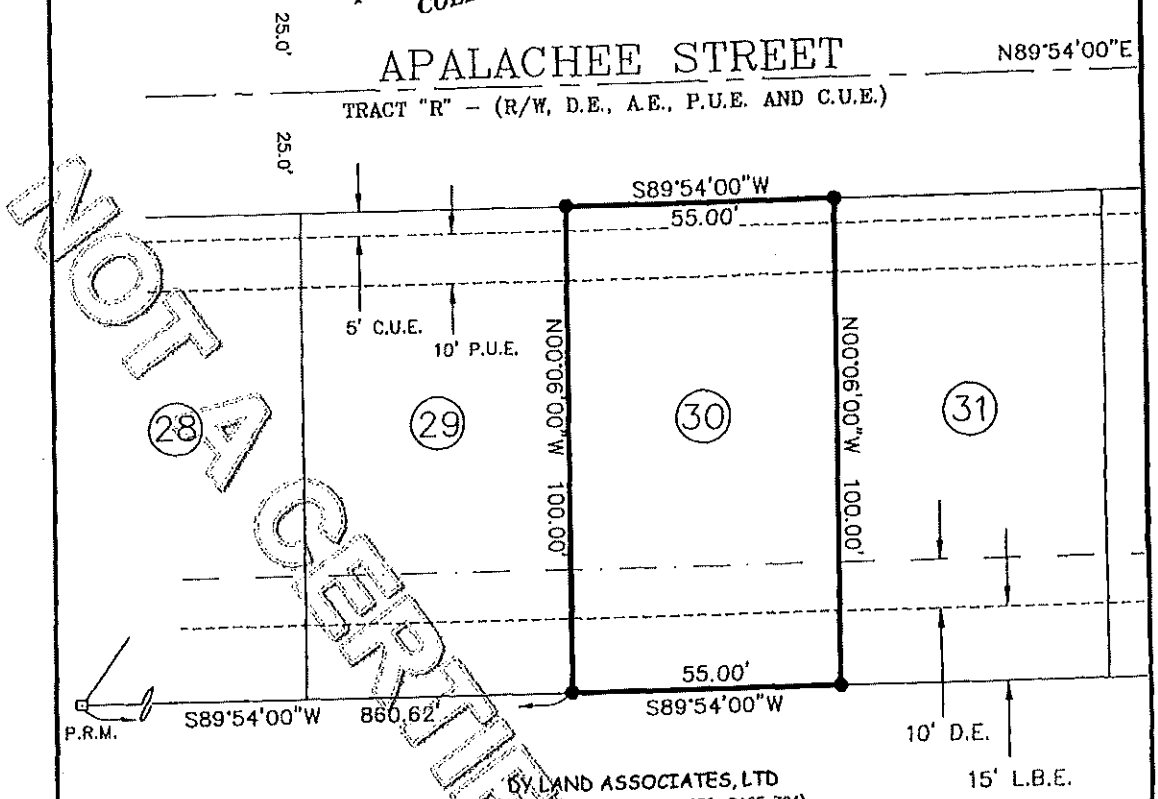
IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

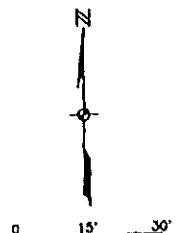
813

DESCRIPTION:
LOT 30 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CHARLEE ESTATES
LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



NOTES:
1. LAST DAY OF FIELD WORK WAS OCTOBER 7, 2003.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.



LEGEND:
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
○ = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

SURVEYOR'S CERTIFICATION:
For the exclusive use of:

Barry E. Byron (For the Firm LB #642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 10/23/2003
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT30SV.dwg (SHEET 1) TWH Oct 21, 2003 - 4:45pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 30, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012782	12-51-26	1" = 30'	1 OF 1

NOT A CERTIFIED COPY

*** OR: 3531 PG: 3731 ***

3370468 OR: 3531 PG: 3732
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-035-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Cheryl Malone
Print Name Cheryl Malone

Print Name

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 31, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

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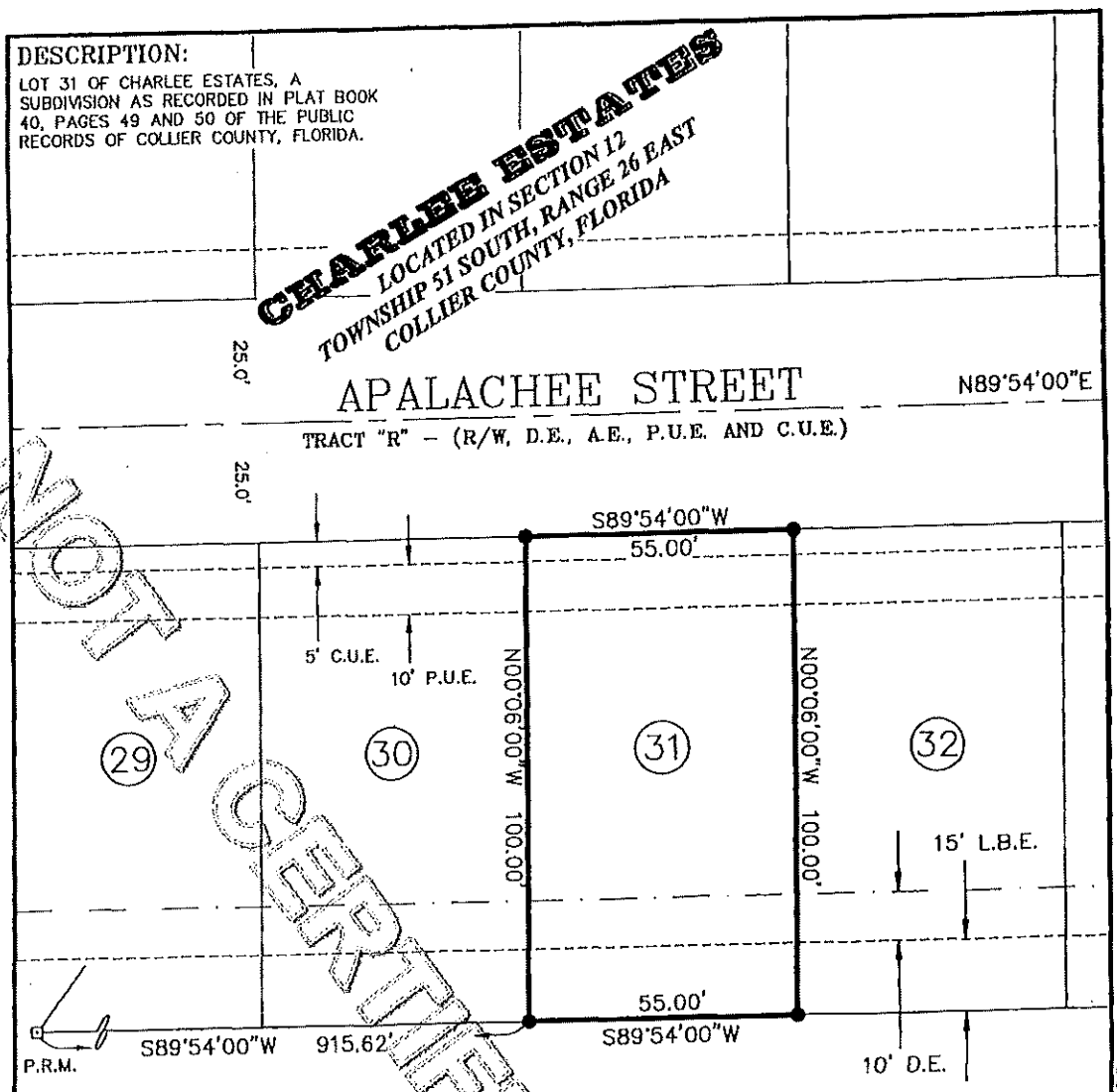
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

DESCRIPTION:

LOT 31 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



NOT A CERTIFIED COPY

NOTES:

1. LAST DAY OF FIELD WORK WAS NOVEMBER 5, 2003.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

N

0 15' 30'
GRAPHIC SCALE IN FEET

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
○ = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 3/16/2004
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT31SV.dwg (SHEET 1) TMH Nov 06, 2003 – 7:42am

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 31, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3531 PG: 3739 ***

3370471 OR: 3531 PG: 3756
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-038-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Cheryl Malone

Print Name Cheryl Malone

Print Name PAUL A. INDOVINA

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

DOCUMENT NOT OFFICIALLY RECORDED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 34, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

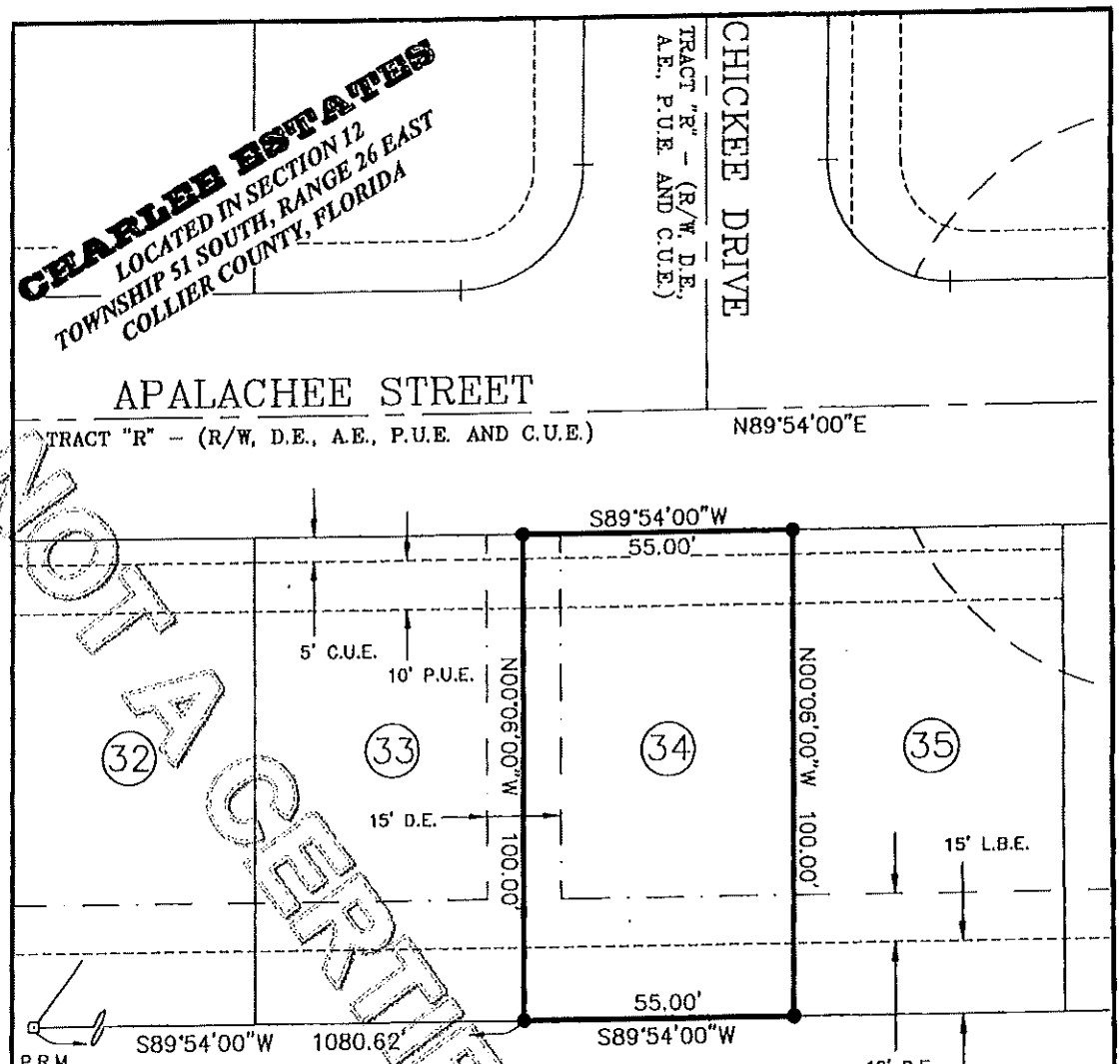
EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



NOT A CERTIFIED SURVEY

NOTES:

1. LAST DAY OF FIELD WORK WAS NOVEMBER 5, 2003.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.



LEGEND:

- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORDS
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- L.B.E. = LANDSCAPE BUFFER EASEMENT
- A.E. = ACCESS EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- C.U.E. = COUNTY UTILITY EASEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- ● = SET 3/4" PIPE WITH CAP "LB #642"
- O = FOUND STEEL PIN, STAMPED AS SHOWN
- □ = FOUND CONCRETE MONUMENT

DESCRIPTION:

LOT 34 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syken (For the Firm LB #642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 3/10/2004

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT34SV.dwg (SHEET 1) TWH Nov 06, 2003 - 8:30am

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 34, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3531 PG: 3763 ***

3381148 OR: 3543 PG: 3017
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/16/2004 at 09:24AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-048-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of April, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL DOCUMENT

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name B. Jean Smith

Print Name Lisa B. Lefkow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6th day of April, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment
B. JEAN SMITH

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 15th day of April, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and
legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

DATA ENTERED SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 35, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

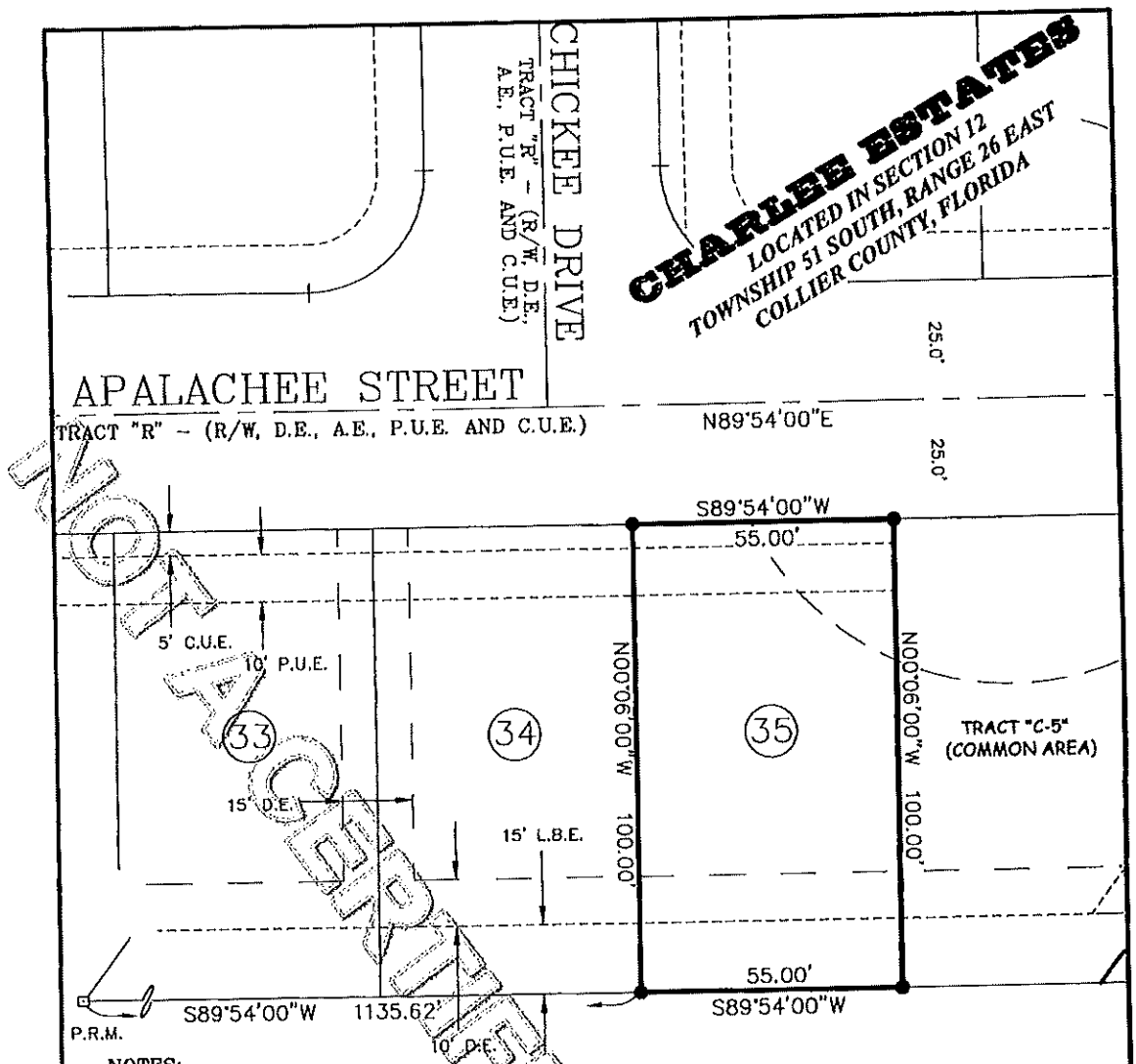
IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

*** OR: 3543 PG: 3024 ***

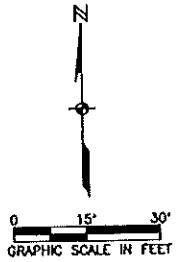
CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA



NOTES:

1. LAST DAY OF FIELD WORK WAS NOVEMBER 5, 2003.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.



LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
O = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

DESCRIPTION:

LOT 35 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syren (For the Firm LB #642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 3/29/2004

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT35SV.dwg (SHEET 1) TMH Nov 06, 2003 - 8:50am

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 35, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012782	12-51-26	1" = 30'	1 OF 1

3381149 OR: 3543 PG: 3025
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/16/2004 at 09:24AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-049-IF

This space for recording

NOT OFFICIALLY RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of April, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name B. Jean Smith

Print Name Lisa B. Lefkow

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6th day of April, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

B. JEAN SMITH

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 15th day of April, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Loreen J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

DATA CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 36, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

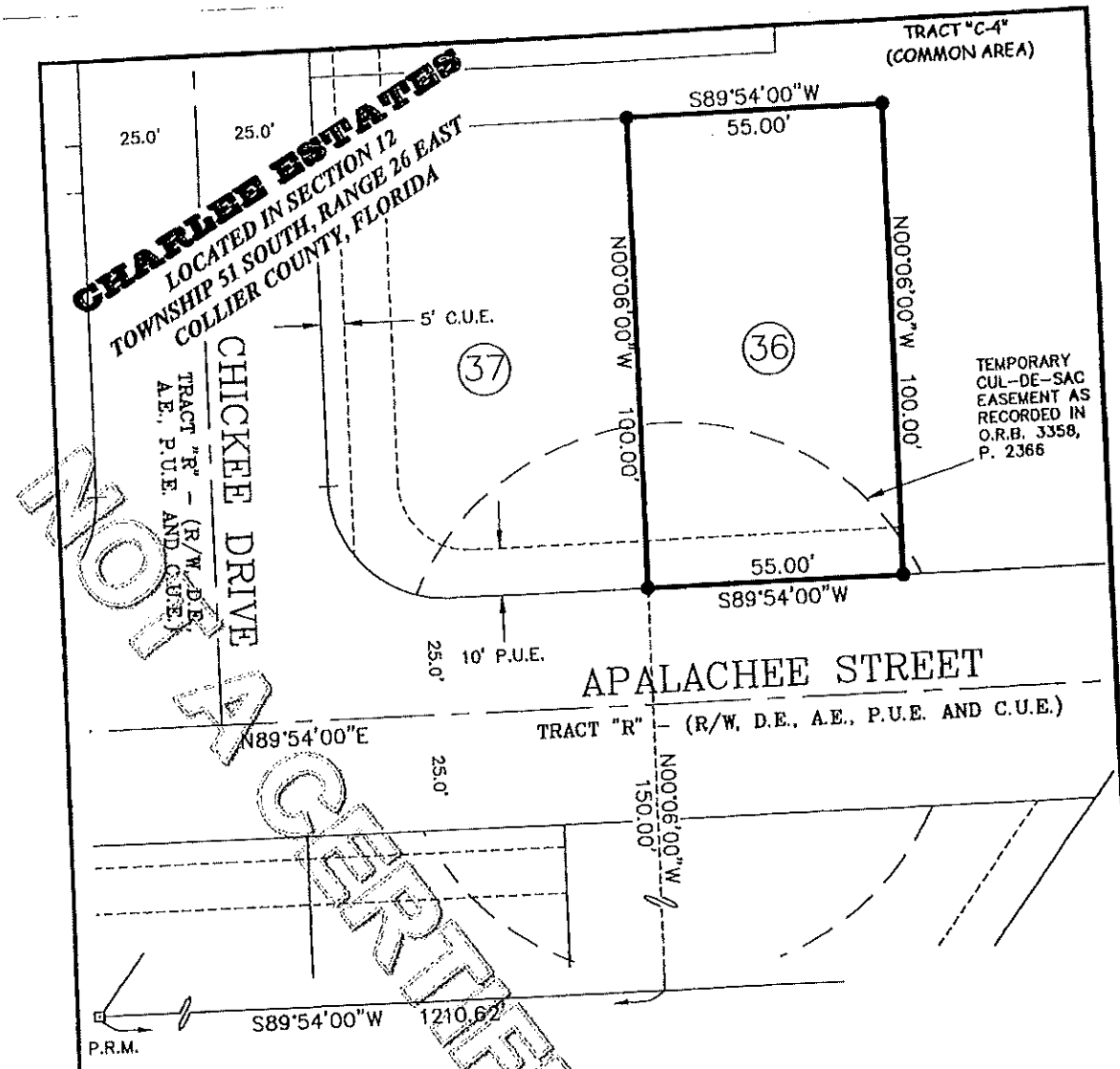
NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

*** OR: 3543 PG: 3032 ***



NOTES:

1. LAST DAY OF FIELD WORK WAS NOVEMBER 5, 2003.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

N

0 15' 30'
GRAPHIC SCALE IN FEET

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
O = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

DESCRIPTION:

LOT 36 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 3/29/2004
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT36SV.dwg (SHEET 1) TNH Nov 06, 2003 - 9:11am

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 36, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012782	12-51-26	1" = 30'	1 OF 1

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

3343037 OR: 3500 PG: 0224
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
02/11/2004 at 11:07AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2336)

File# 04-029-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 28 day of Jan, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL DOCUMENT

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name B. Jean Smith

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 28 day of Jan, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 11th day of February, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]
Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

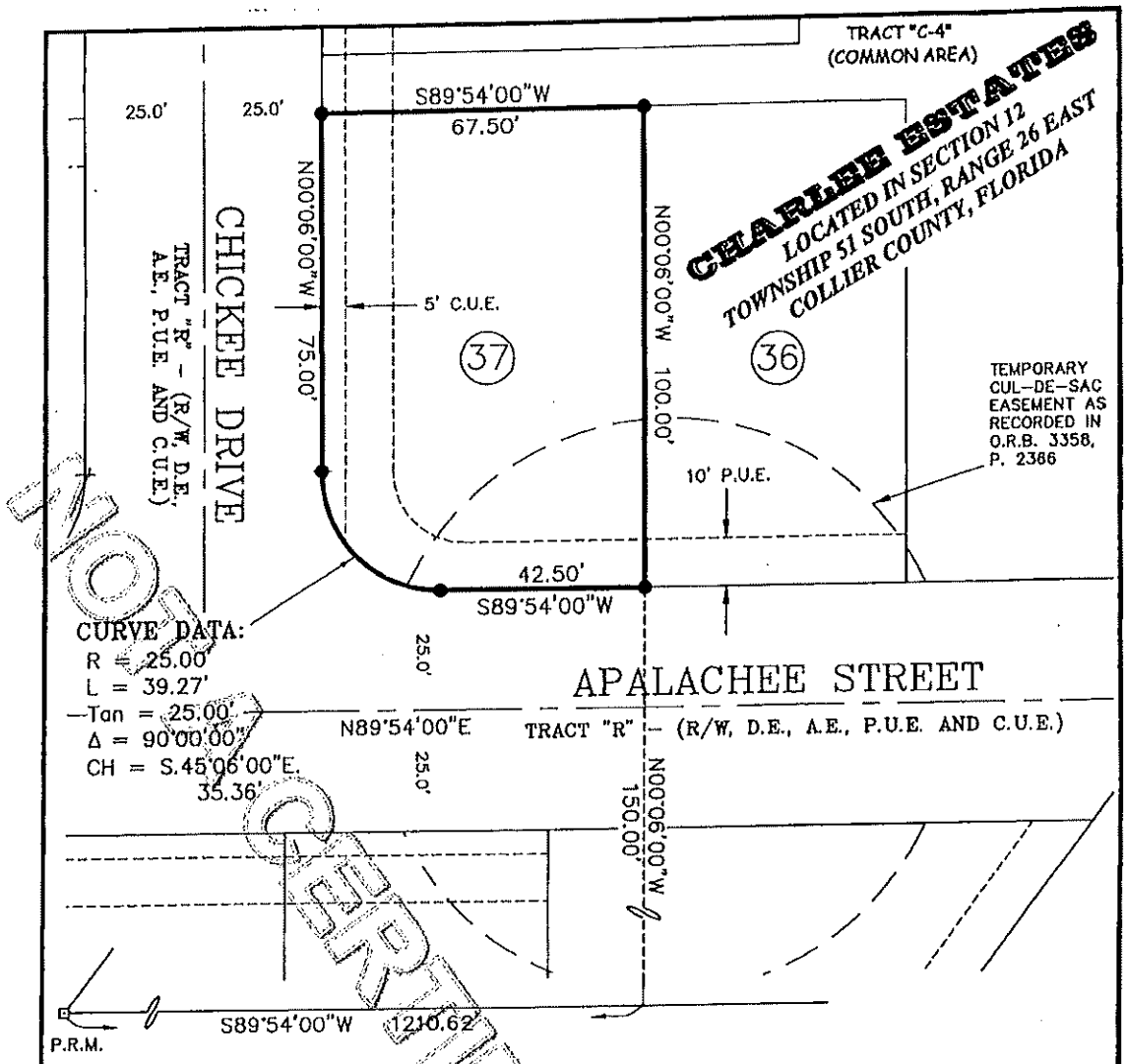
Lot 37, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	**Amount Owed**
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT CERTIFIED

NOTES:

1. LAST DAY OF FIELD WORK WAS NOVEMBER 5, 2003.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE, ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 6,615.87 SQ. FEET OR 0.152 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
O = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

DESCRIPTION:

LOT 37 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Sykes (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 1/21/2004
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT37SV.dwg (SHEET 1) TAH Nov 06, 2003 - 9:22am

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 37, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3500 PG: 0231 ***

3343036 OR: 3500 PG: 0216
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
02/11/2004 at 11:07AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-030-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 28 day of Jan, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name B. Jean Smith

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 28 day of Jan, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 11th day of February, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]
Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

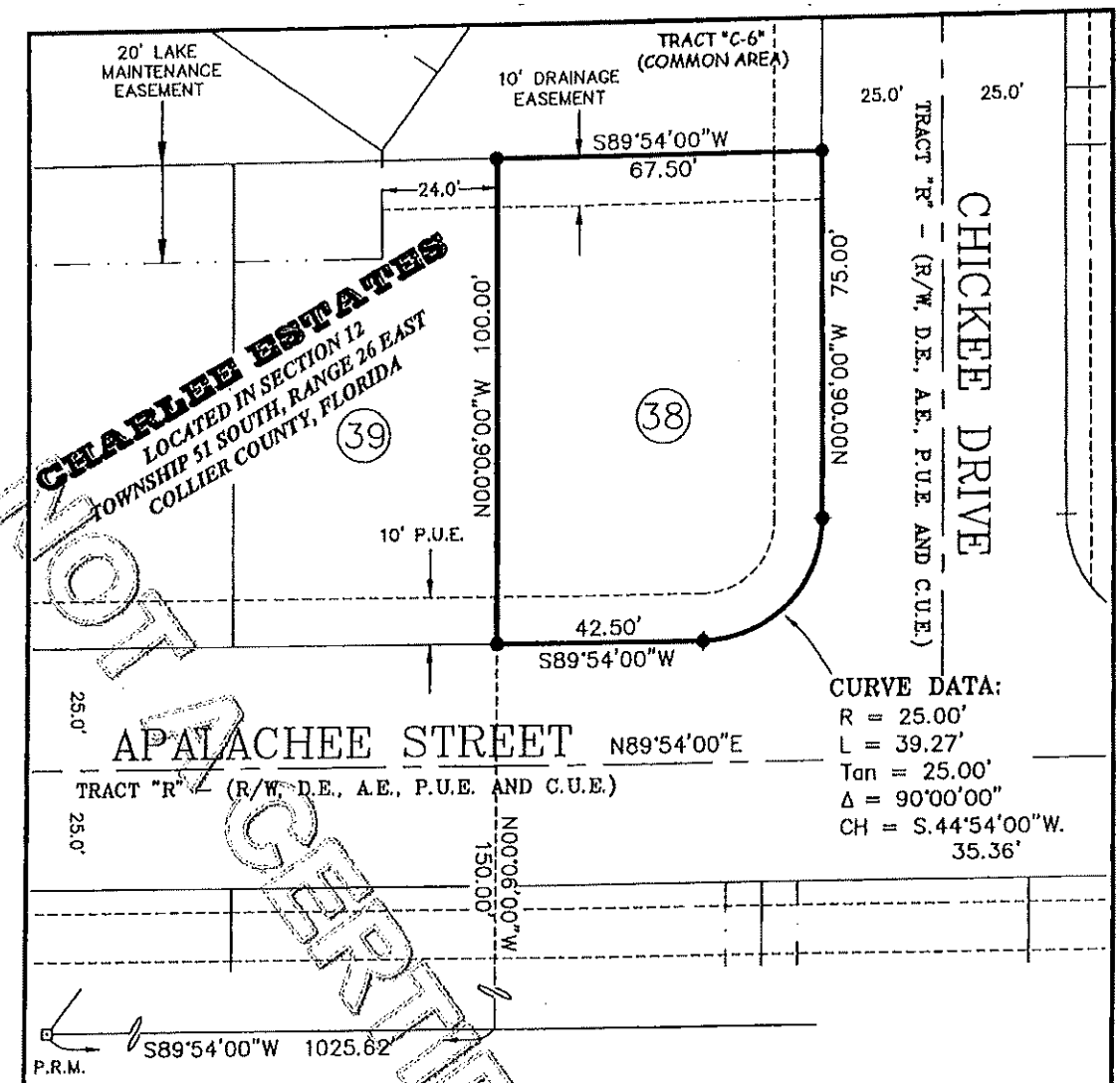
Lot 38, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	**Amount Owed**
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOTES:

1. LAST DAY OF FIELD WORK WAS NOVEMBER 5, 2003.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 6,615.87 SQ. FEET OR 0.152 ACRES, MORE OR LESS.
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11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES, EXCEPT AS SHOWN OR NOTED HEREON.
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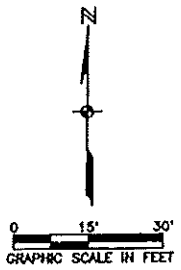
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.



LEGEND:

R/W = RIGHT-OF-WAY
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P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
O = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

DESCRIPTION:

LOT 38 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Erven (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 1/21/2004

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012762\LOT38SV.dwg (SHEET 1) TMH Nov 06, 2003 - 9:49am

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 38, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012762	12-51-26	1" = 30'	1 OF 1

NOT CERTIFIED

*** OR: 3500 PG: 0223 ***

3370473 OR: 3531 PG: 3772
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-040-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL DOCUMENT

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Cheryl Malone

Print Name Paul A. Indelicato

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

DIGITALLY RECORDED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 40, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

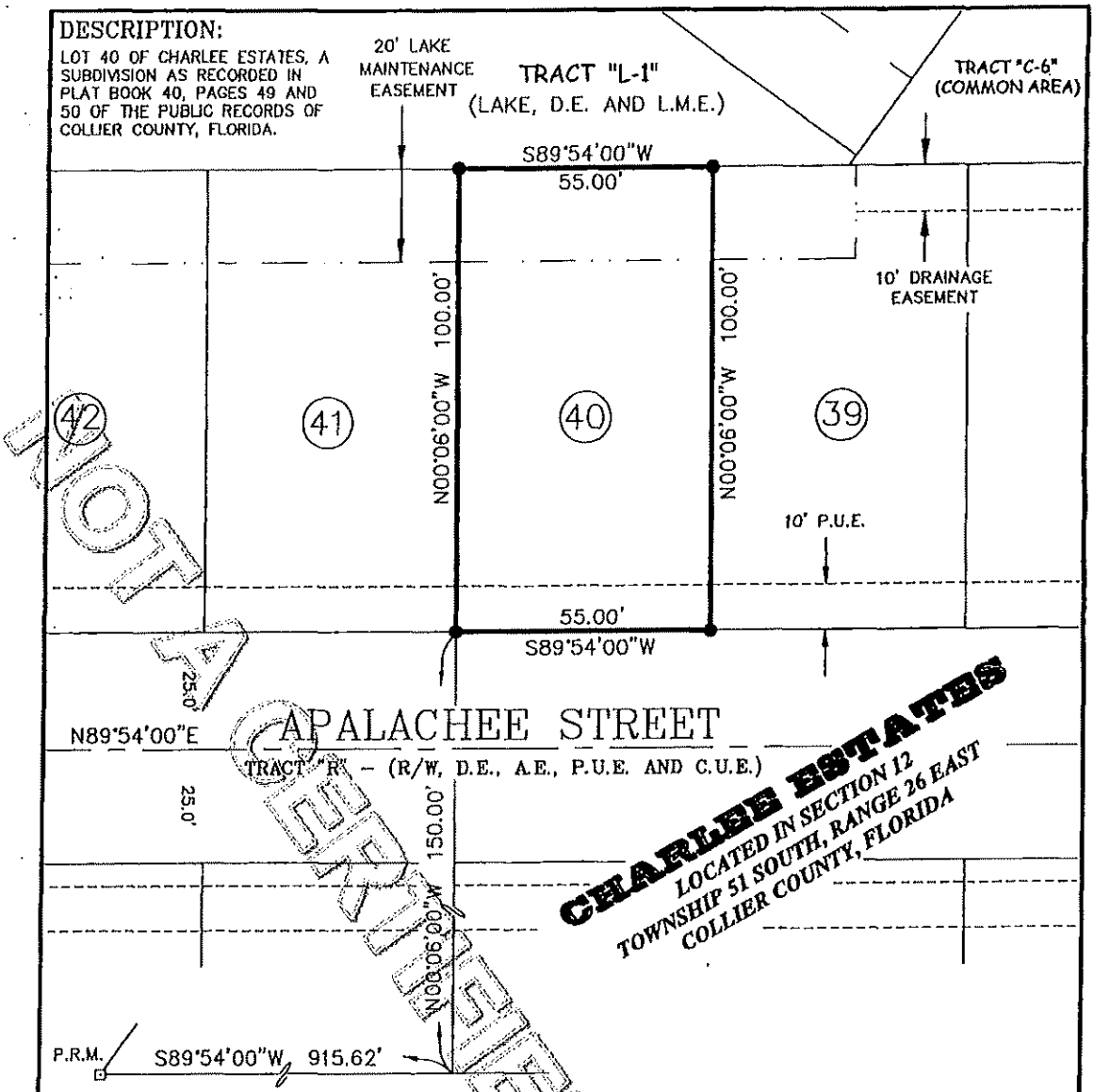
EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

DESCRIPTION:

LOT 40 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



CHARLEE ESTATES
LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOT A SURVEY

NOTES:

1. LAST DAY OF FIELD WORK WAS NOVEMBER 5, 2003.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
O = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

N

0 15' 30'
GRAPHIC SCALE IN FEET

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syren (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 3/16/2004

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\12782\LOT40SV.dwg (SHEET 1) TWH Nov 05, 2003 - 10:26am

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 40, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3531 PG: 3779 ***

L-7

3290125 OR: 3436 PG: 3343
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 03-221-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

OFFICIAL RECORDS

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

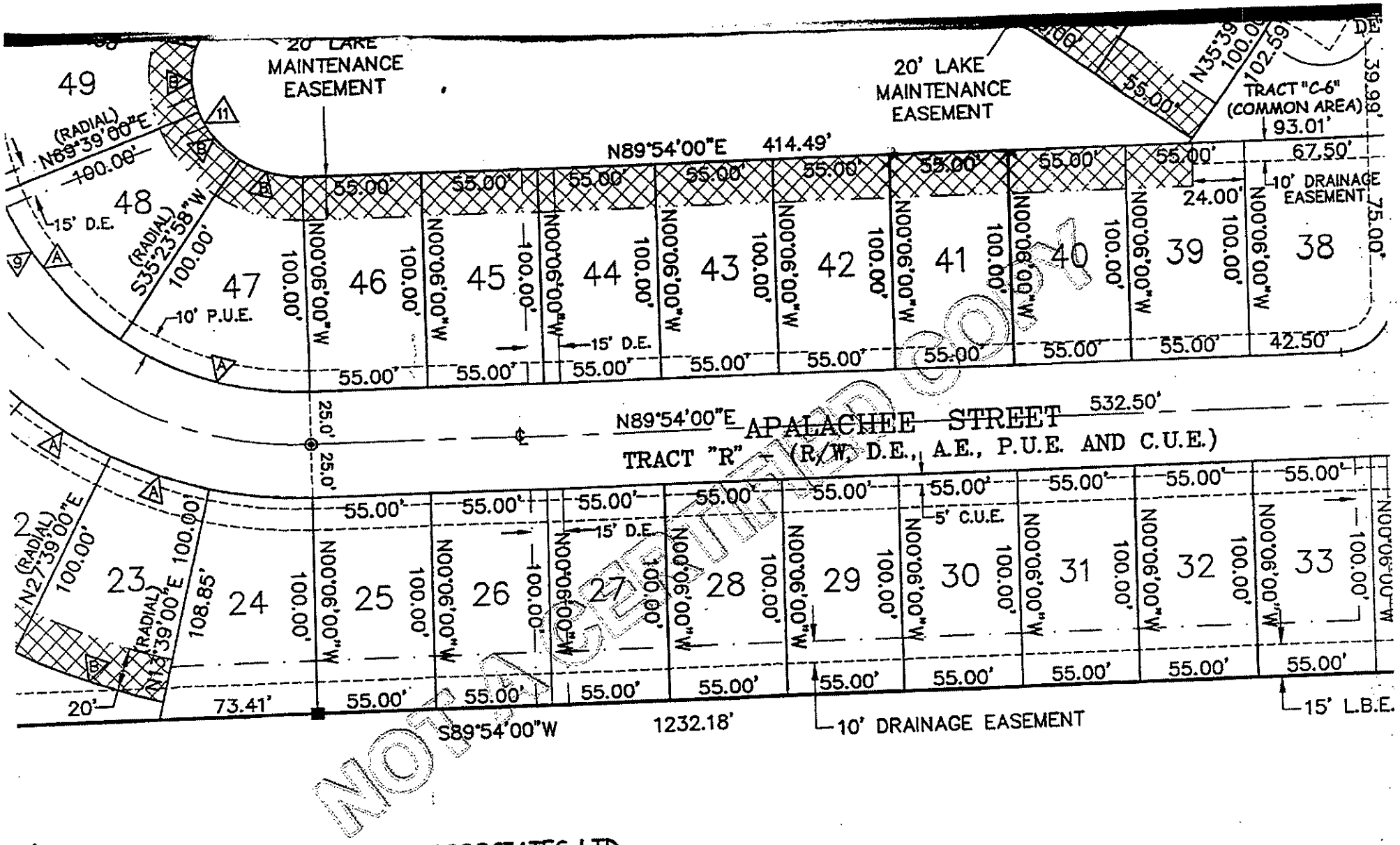
Lot 41, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT CERTIFIED COPY

*** OR: 3436 PG: 3350 ***

L-7

3290126 OR: 3436 PG: 3351
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 03-222-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

FOR CERTIFIED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

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c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DOCUMENT NOT OFFICIAL

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 42, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	**Amount Owed**
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
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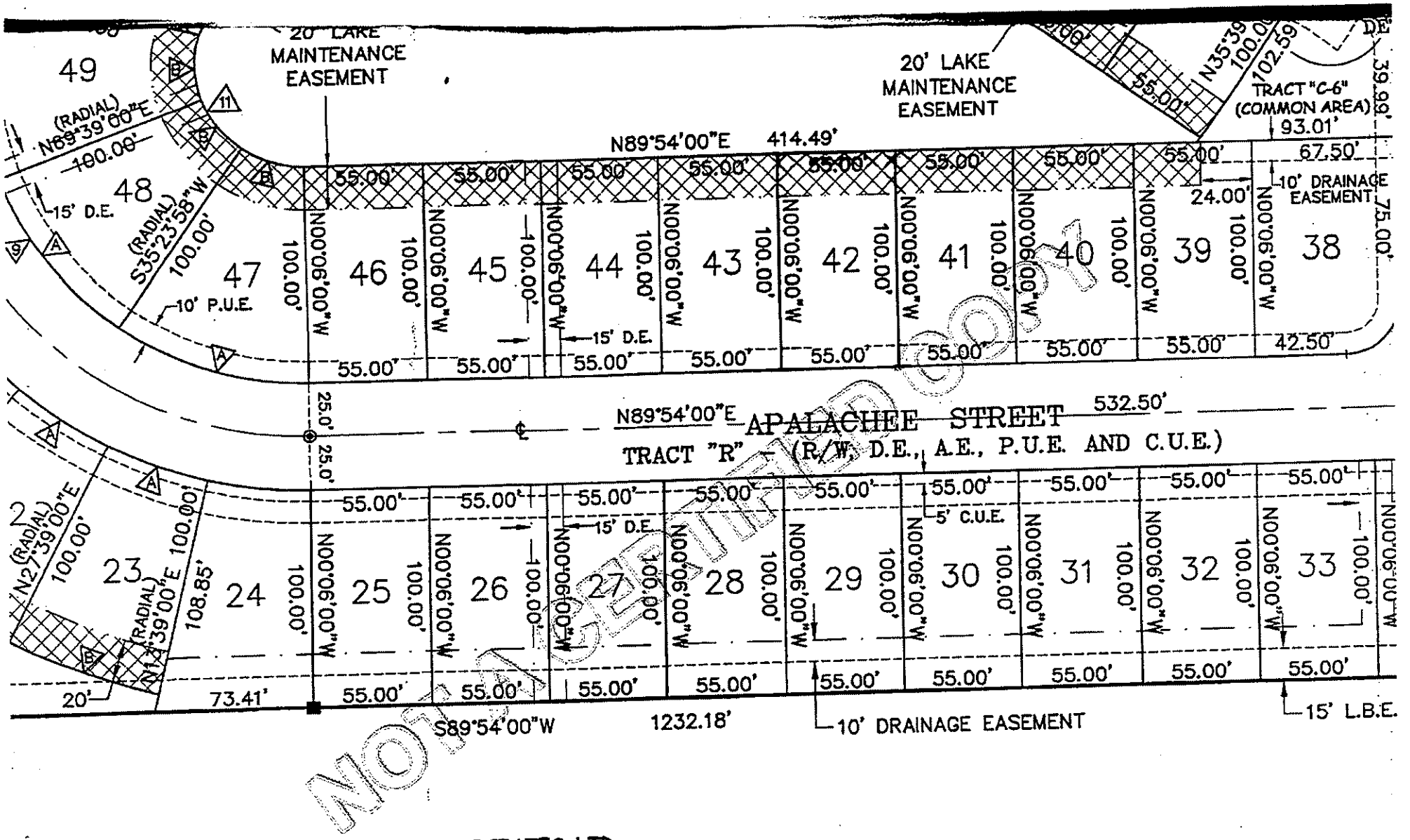
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



DY LAND ASSOCIATES, LTD
(OFFICIAL RECORDS BOOK 2656, PAGE 704)

NOT OFFICIAL RECORD

*** OR: 3436 PG: 3358 ***

L-7

3290127 OR: 3436 PG: 3359
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAURBN BEARD 403-2338

File# 03-223-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

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WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

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4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
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RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

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6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

FOR RECORDING COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

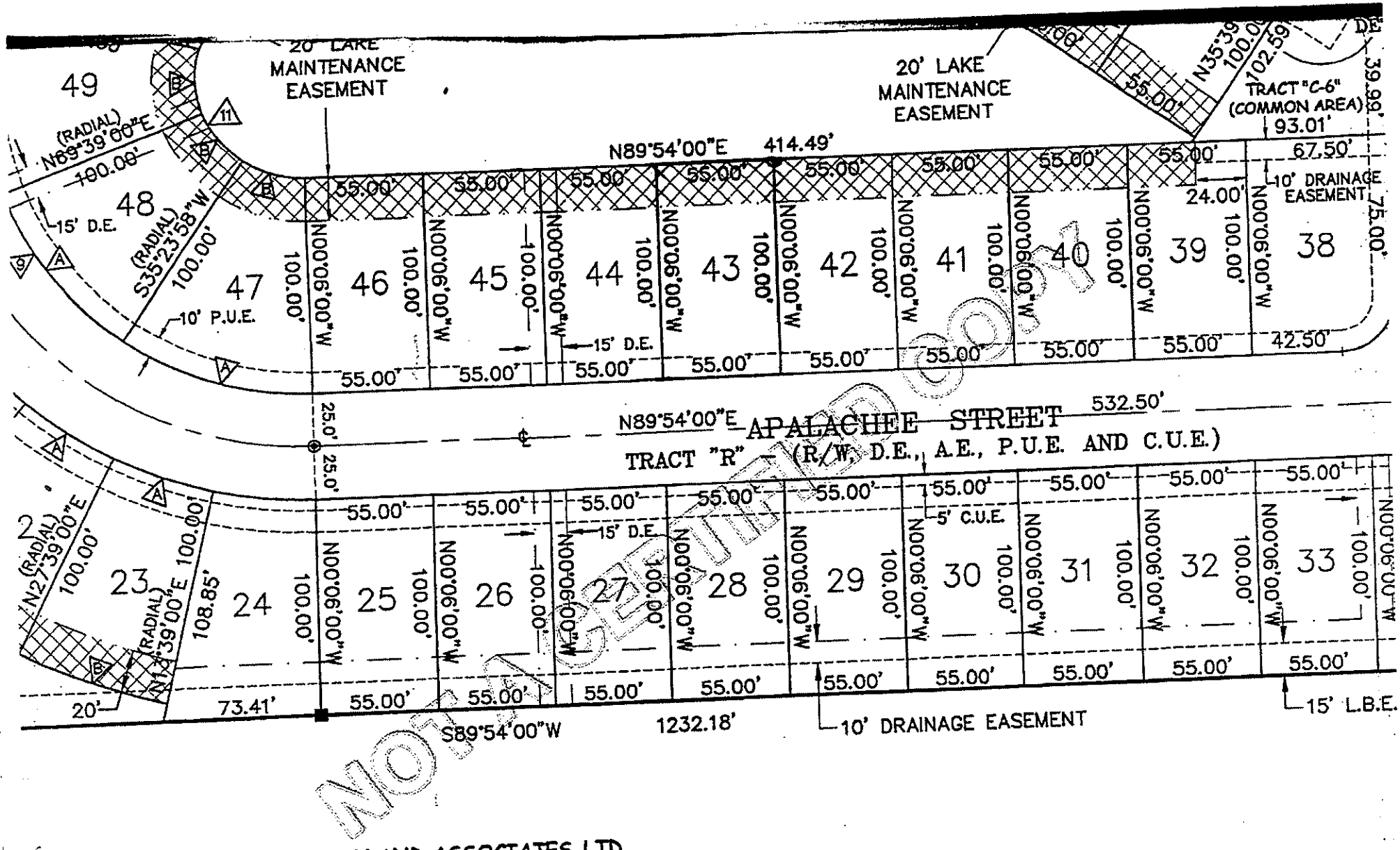
Lot 43, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



DY LAND ASSOCIATES, LTD
(OFFICIAL RECORDS BOOK 2656, PAGE 704)

*** OR: 3436 PG: 3366 ***

= LAKE MAINTENANCE EASEMENT (L

23B	300.00'	14°00'00"	73.30'	36.84'
				S.89°27'00"E., 48.75'

L-7

3290128 OR: 3436 PG: 3367
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 03-224-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

ELECTRONICALLY RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]
Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

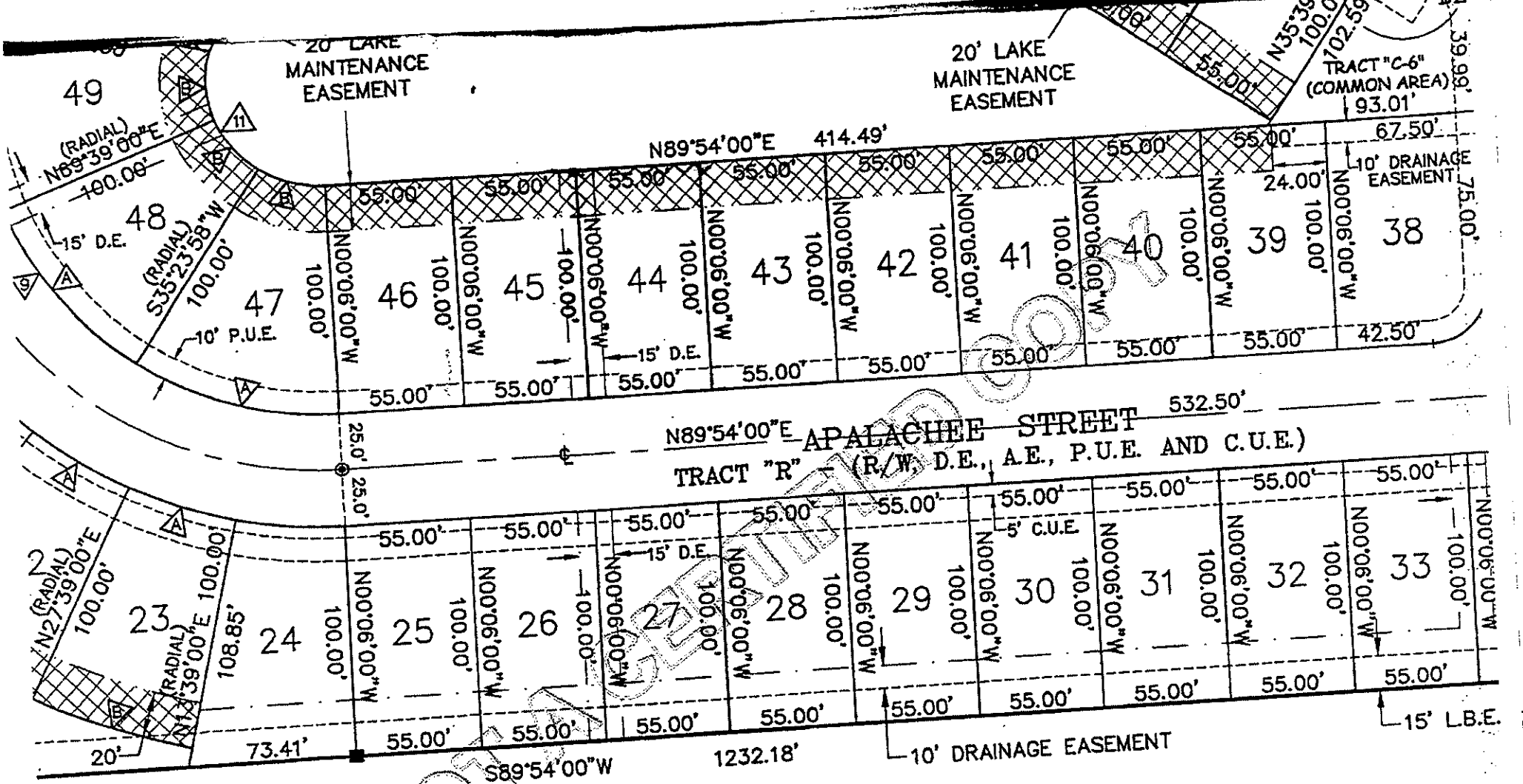
Lot 44, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT OFFICIAL DOCUMENT

*** OR: 3436 PG: 3374 ***

L-7

3290129 OR: 3436 PG: 3375
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 03-225-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL UNTIL RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

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8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

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c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

FOR ARCHIVED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 45, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
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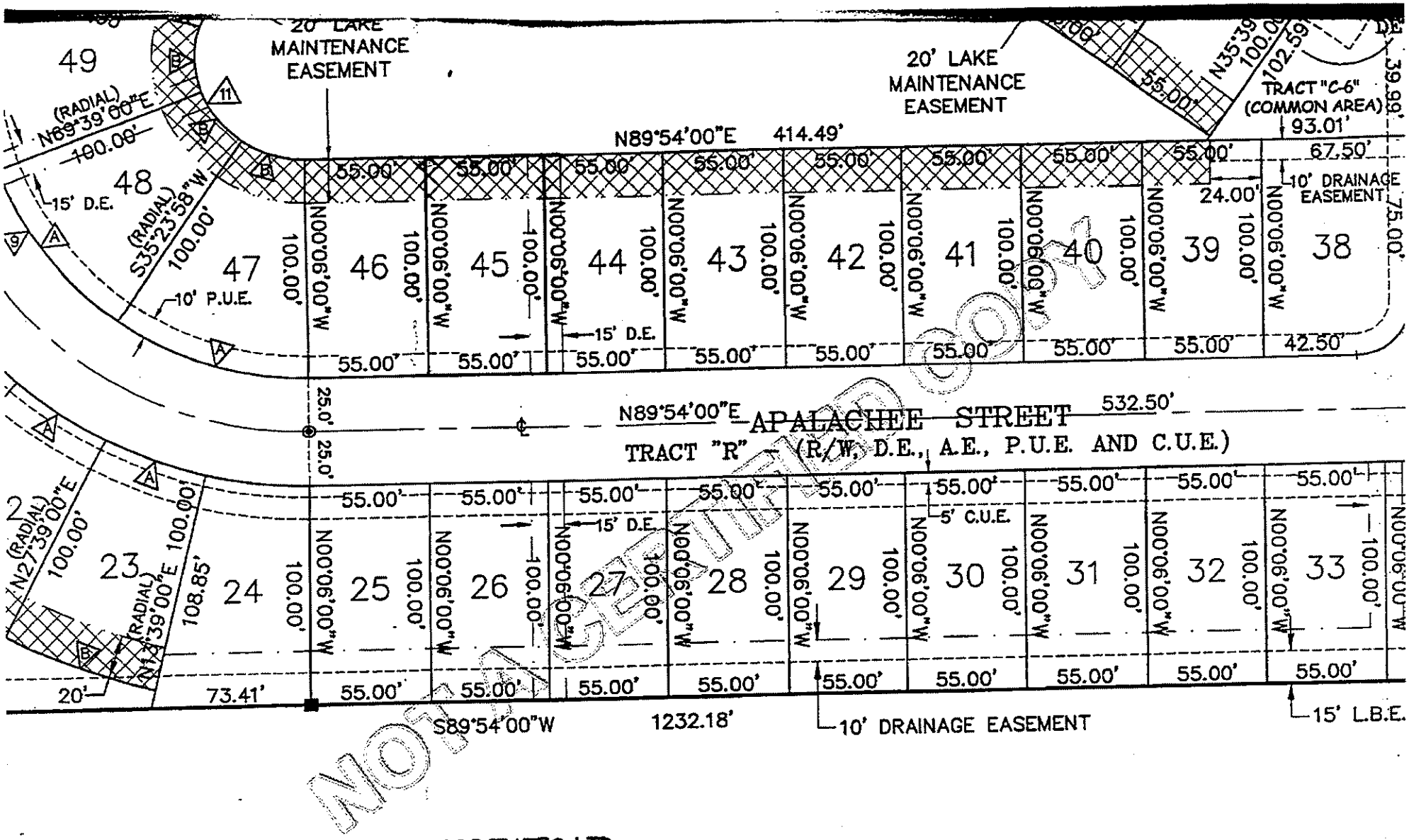
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



DY LAND ASSOCIATES, LTD
(OFFICIAL RECORDS BOOK 2656, PAGE 704)

NOT OFFICIAL DOCUMENT

*** OR: 3436 PG: 3382 ***

= LAKE MAINTENANCE EASEMENT

23B	300.00'	14°00'00"	73.30'	36.84'
				48.75'

L-7

3290130 OR: 3436 PG: 3383
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-001-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

RECORDED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

EXAMINED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

STATE OF FLORIDA COUNTY OF COLLIER I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

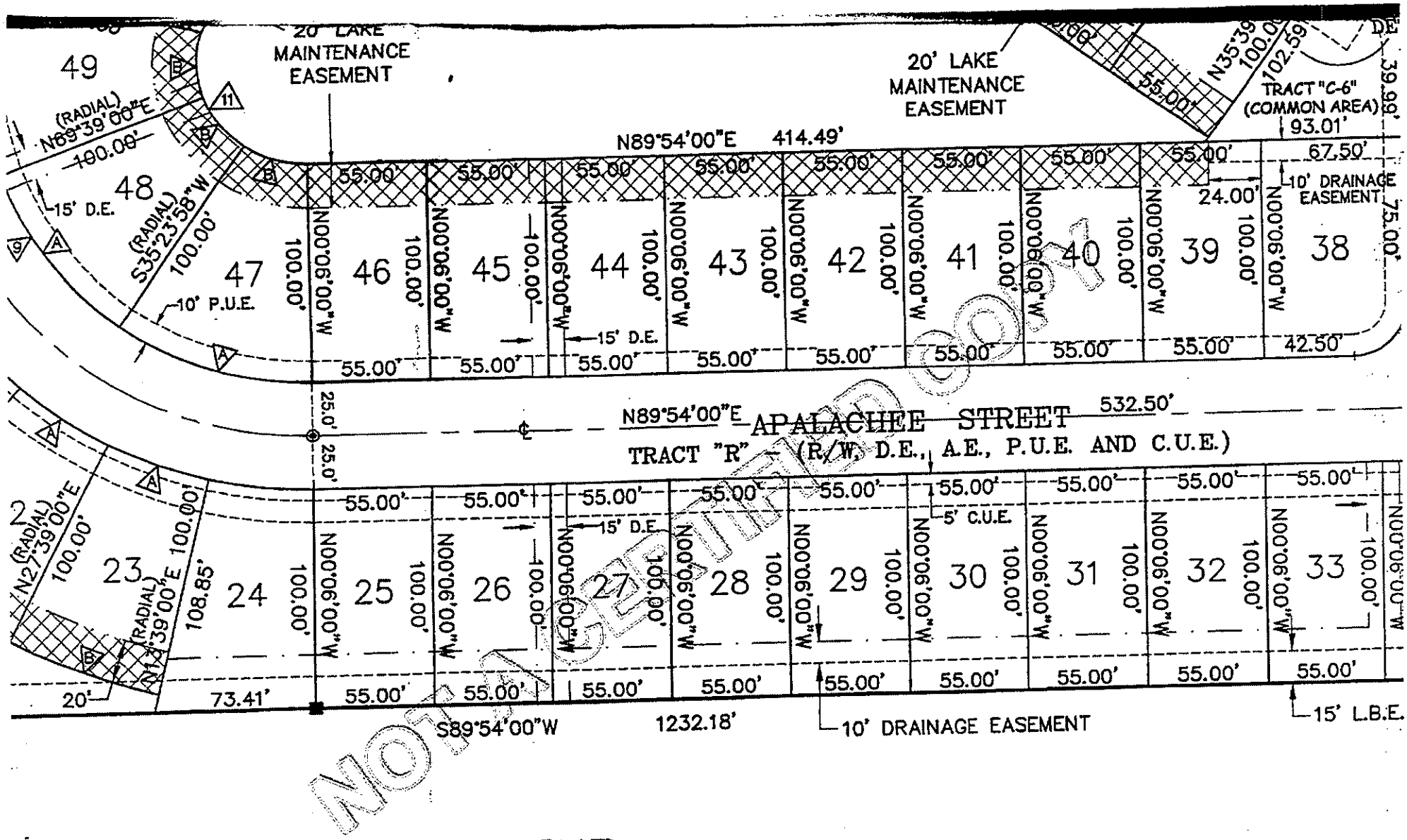
Lot 46, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT CERTIFIED COPY

*** OR: 3436 PG: 3390 ***

L-7

3290131 OR: 3436 PG: 3391
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-002-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

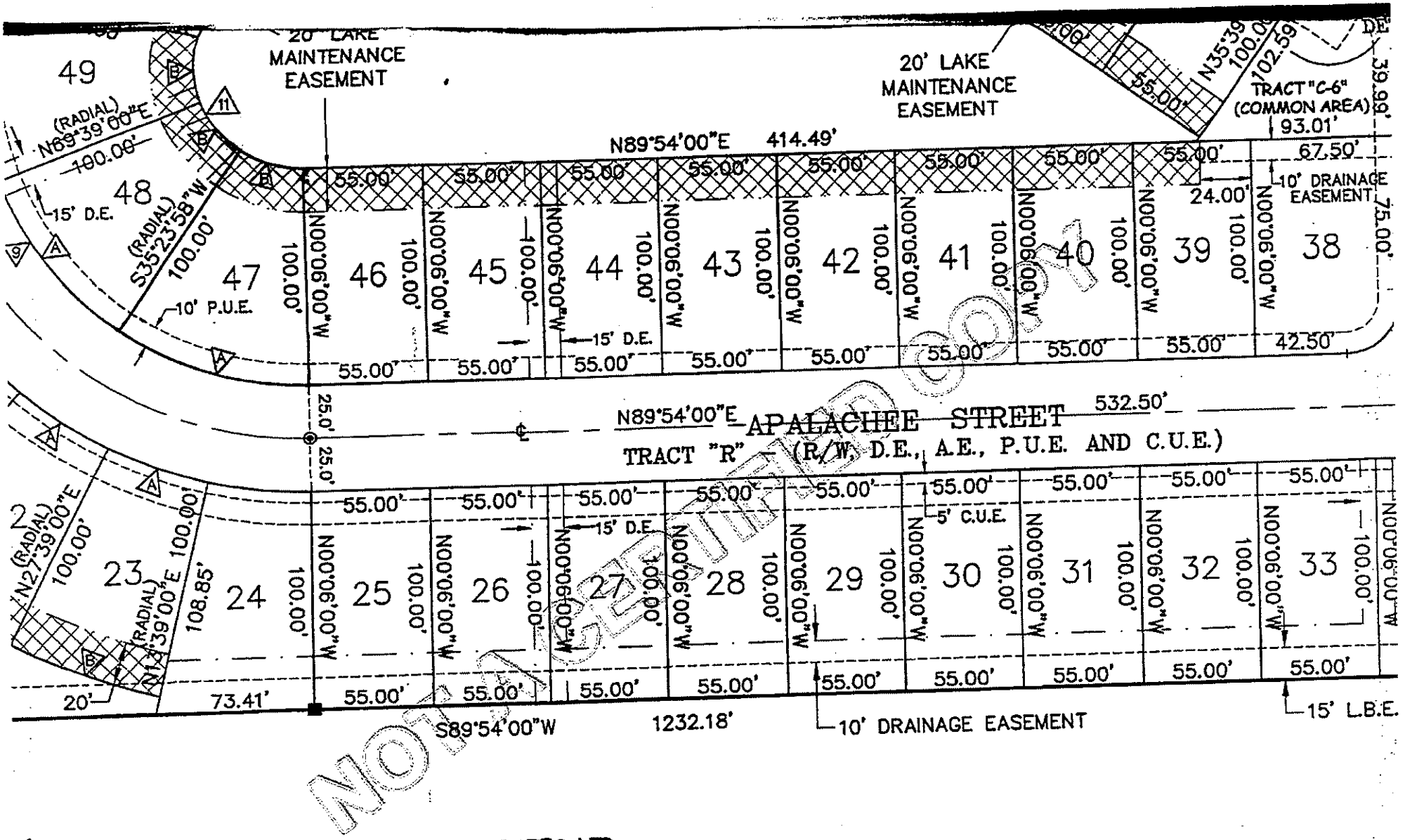
Lot 47, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT OFFICIAL RECORD

DY LAND ASSOCIATES, LTD
(OFFICIAL RECORDS BOOK 2656, PAGE 704)

*** OR: 3436 PG: 3398 ***

3275566 OR: 3418 PG: 1024
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00
Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRAND(403-2330)

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 03-200-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT RECORDED

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
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EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

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LAND RECORDED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 49, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
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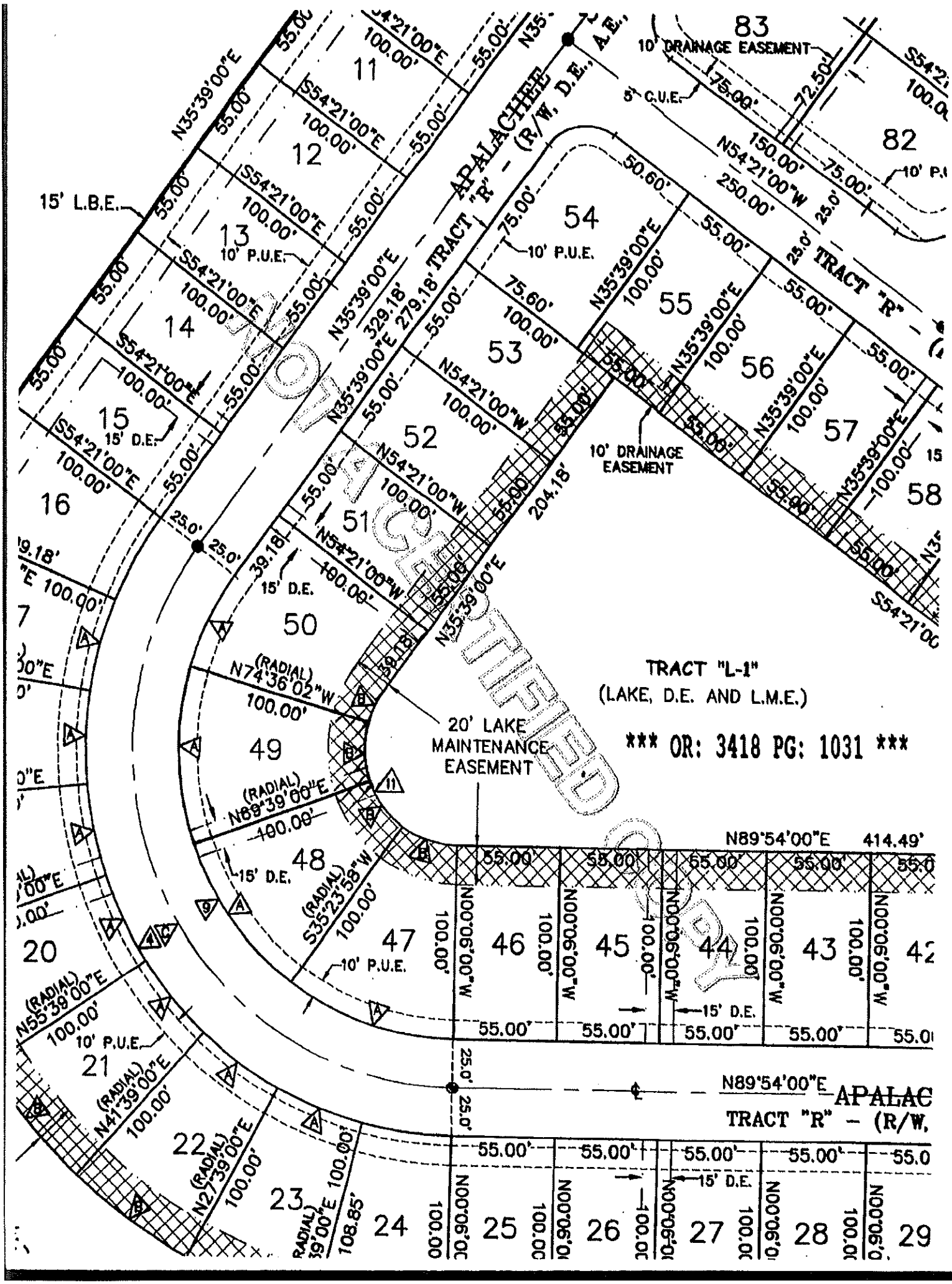
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


TRACT "L-1"
(LAKE, D.E. AND L.M.E.)
*** OR: 3418 PG: 1031 ***
20' LAKE MAINTENANCE EASEMENT
APALACHEE TRACT "R" - (R/W, D.E., A.E.)
10' DRAINAGE EASEMENT
5' C.U.E.
15' L.B.E.
10' P.U.E.
15' D.E.
N89°54'00"E 414.49'
N35°39'00"E 329.18'
N35°39'00"E 279.18'
N54°21'00"W 250.00'
N54°21'00"W 100.00'
N74°36'02"W 100.00'
N69°39'00"E 100.00'
S35°23'58"W 100.00'
N55°39'00"E 100.00'
N41°39'00"E 100.00'
N27°39'00"E 100.00'
N00°06'00"W 100.00'
N89°54'00"E
APALAC
TRACT "R" - (R/W,
NOT ACCEPTIFIED COPY

Executive Summary

Recommendation to approve and authorize the Chairman to sign (39) Releases of Lien in the amount of $512,849.22 for properties that have remained affordable for the required 15-year period set forth in the State Housing Initiatives Partnership (SHIP) Impact Fee Program deferral agreements.

OBJECTIVE: To support the County's affordable housing community development strategic objective utilizing the SHIP Impact Fee Deferral program.

CONSIDERATIONS: Pursuant to Article IV of Chapter 74 of the Collier County Code of Ordinances, the County may defer the payment of the impact fees for any new owner-occupied unit which qualifies as affordable housing.

Section 74-401(a) (3) of the Code authorizes the County Manager to enter into an Agreement for Deferral of Collier County Impact fees, more commonly known as a SHIP impact fee deferral agreement with the Developer/Owner or applicant. Under the SHIP Impact Fee Deferral Program, when an eligible applicant is approved for an impact fee deferral, the SHIP Program pays the required impact fees in full to the County on behalf of the applicant and defers the SHIP repayment to the applicant until the property is sold, refinanced, or no longer their primary residence. The Dwelling Unit is to be utilized for affordable housing for a 15-year period after the issuance of the certificate of occupancy.

The following table provides details of the associated liens that have met their 15-year affordable housing obligation. As such, Release of Lien is required.

Approval of these items will authorize the Chairman to sign the aforementioned Release of Lien, and the executed document shall be recorded in the Public Records of Collier County, Florida at the cost of the County.

File #	Recorded Date	OR Book/ Page	Legal/Address	Developer/ Owners Name	Amount of Lien
03-201-IF	10/9/2003	OR 3418 PG 1032	Lot 50, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-202-IF	10/9/2003	OR 3418 PG 1040	Lot 51, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-203-IF	10/9/2003	OR 3418 PG 1048	Lot 52, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-204-IF	10/9/2003	OR 3418 PG 1056	Lot 53, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-205-IF	10/9/2003	OR 3418 PG 1064	Lot 54, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-004-IF	11/4/2003	OR 3436 PG 3407	Lot 56, Charlee Estates	Habitat for Humanity of Collier County,	$13,149.98

				Inc.	
04-005-IF	11/4/2003	OR 3436 PG 3415	Lot 57, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-006-IF	11/5/2003	OR 3437 PG 1534	Lot 58, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-007-IF	11/5/2003	OR 3437 PG 1542	Lot 59, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-008-IF	11/5/2003	OR 3437 PG 1550	Lot 60, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-041-IF	3/31/2004	OR 3531 PG 3780	Lot 61, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-042-IF	3/31/2004	OR 3531 PG 3788	Lot 62, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-031-IF	2/11/2004	OR 3500 PG 0232	Lot 63, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-043-IF	3/31/2004	OR 3531 PG 3796	Lot 64, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-044-IF	3/31/2004	OR 3531 PG 3804	Lot 65, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-045-IF	3/31/2004	OR 3531 PG 3812	Lot 66, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-009-IF	11/5/2003	OR 3437 PG 1558	Lot 68, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-010-IF	11/5/2003	OR 3437 PG 1566	Lot 69, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-011-IF	11/5/2003	OR 3437 PG 1574	Lot 70, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-012-IF	11/5/2003	OR 3437	Lot 71, Charlee Estates	Habitat for	$13,149.98

		PG 1582		Humanity of Collier County, Inc.	
04-013-IF	11/5/2003	OR 3437 PG 1590	Lot 72 , Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-014-IF	11/5/2003	OR 3437 PG 1598	Lot 73, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-015-IF	11/5/2003	OR 3437 PG 1606	Lot 74, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-016-IF	11/5/2003	OR 3437 PG 1614	Lot 75, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-017-IF	11/5/2003	OR 3437 PG 1622	Lot 76, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-018-IF	11/5/2003	OR 3437 PG 1630	Lot 77, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-019-IF	11/5/2003	OR 3437 PG 1638	Lot 78, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-020-IF	11/5/2003	OR 3437 PG 1646	Lot 79, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-021-IF	11/5/2003	OR 3437 PG 1654	Lot 80, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-022-IF	11/5/2003	OR 3437 PG 1662	Lot 81, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
04-023-IF	11/5/2003	OR 3437 PG 1670	Lot 82, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-206-IF	10/9/2003	OR 3418 PG 1072	Lot 83, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-207-IF	10/9/2003	OR 3418 PG 1080	Lot 84, Charlee Estates	Habitat for Humanity of Collier County,	$13,149.98

				Inc.	
03-208-IF	10/9/2003	OR 3418 PG 1088	Lot 85, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-209-IF	10/9/2003	OR 3418 PG 1096	Lot 86, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-210-IF	10/9/2003	OR 3418 PG 1104	Lot 87, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-211-IF	10/9/2003	OR 3418 PG 1112	Lot 88, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-212-IF	10/9/2003	OR 3418 PG 1120	Lot 89, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
03-213-IF	10/9/2003	OR 3418 PG 1128	Lot 90, Charlee Estates	Habitat for Humanity of Collier County, Inc.	$13,149.98
				Total	**$512,849.22**

FISCAL IMPACT: There is no fiscal impact. A recording fee of $10 per Release of Lien will be paid by SHIP Grant Fund 1053, Project 33807.

GROWTH MANAGEMENT IMPACT: There is no Growth Management impact.

LEGAL CONSIDERATIONS: This item is approved for form and legality and requires a majority vote for Board approval-JAK

RECOMMENDATIONS: To approve and authorize the Chairman to sign (39) Releases of Lien in the amount of $512,849.22 for properties that have remained affordable for the required fifteen-year period set forth in the SHIP Impact Fee Program deferral agreements.

PREPARED BY: Michelle Rubbo, Grants Support Specialist II, Community and Human Services Division

ATTACHMENTS:
1. 39 releases of lien-Habitat for Humanity Charlee Estates-Part 2-stamped
2. 1.14.25 SHIP ROLs Phase 1 Part 2 Backup

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1032** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 50, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

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Lot 51, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 52, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 53, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1064** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 54, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3407** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 56, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/4/2003** in Official Records **Book 3436, Page 3415** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 57, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1534** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 58, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

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Lot 59, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

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Lot 60, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3780** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 61, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3788** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 62, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **2/11/2004** in Official Records **Book 3500, Page 0232** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 63, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3796** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 64, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3804** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 65, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **3/31/2004** in Official Records **Book 3531, Page 3812** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 66, Charlee Estates, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1558** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 68, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1566** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 69, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1574** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 70, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1582** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 71, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1590** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 72, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1598** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 73, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1606** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 74, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1614** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 75, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1622** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 76, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1630** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 77, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1638** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 78, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1646** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 79, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1654** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 80, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1662** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 81, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **11/5/2003** in Official Records **Book 3437, Page 1670** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 82, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1072** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 83, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1080** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 84, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1088** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 85, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112,** the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1096** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 86, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
, DEPUTY CLERK

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1104** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 87, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number__16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1112** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 88, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1120** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 89, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

Prepared by: Michelle Rubbo
Collier County Community and Human Services
3339 E. Tamiami Trail, Building H, #211
Naples, FL 34112

THIS SPACE FOR RECORDING

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That **Collier County**, whose post office address is **3299 E. Tamiami Trail, Naples, Florida 34112**, the owner(s) and holder(s) of a certain Agreement for Deferral of 100% of Collier County Impact Fees for Single-Family Affordable Housing Dwelling executed by **Habitat for Humanity of Collier County, Inc.**, to COLLIER COUNTY, recorded on **10/9/2003** in Official Records **Book 3418, Page 1128** of the Public Records of Collier County, Florida, having met the 15-year affordability housing obligation associated with the **$13,149.98** of SHIP Impact Fee Waivers, of which is hereby acknowledged does satisfy, remise, release, quitclaim, exonerate and discharge the Impact Fee Lien against the premises conveyed by said lien and more particularly described as follows:

Lot 90, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

The undersigned is authorized to and does hereby satisfy and release this Lien with respect to the above-named property, and consents to this Lien being forever discharged of record with respect to said property.

This Release of Lien was approved by the Board of County Commissioners on _____, Agenda Item Number 16.D._____.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
BURT L. SAUNDERS, CHAIRPERSON

Approved for form and legality:

_____
Jeff Klatzkow
County Attorney

CAO

3275567 OR: 3418 PG: 1032
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-201-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

FOR CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires: April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

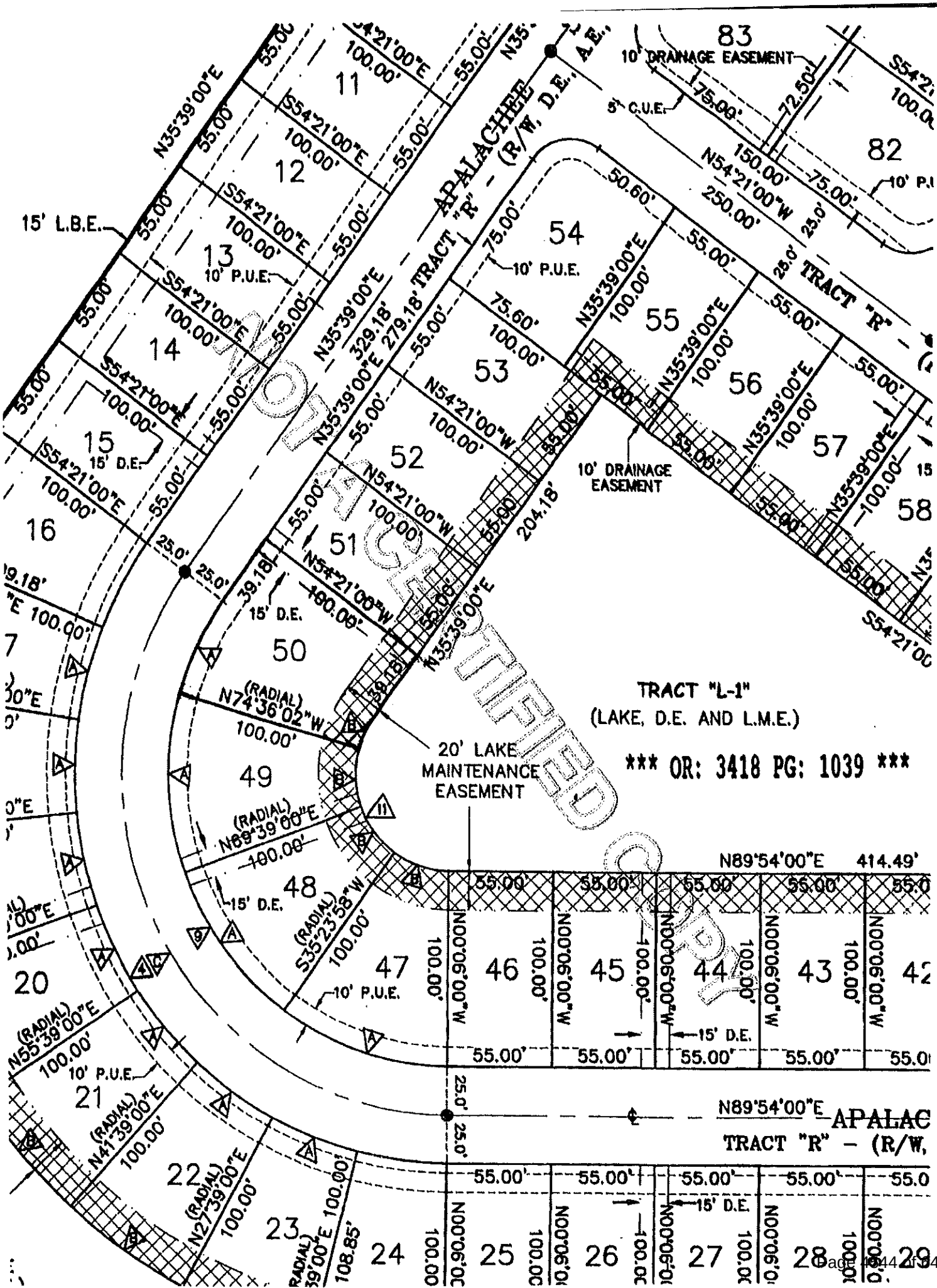
Lot 50, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


TRACT "L-1"
(LAKE, D.E. AND L.M.E.)
*** OR: 3418 PG: 1039 ***
20' LAKE MAINTENANCE EASEMENT
APALACHEE TRACT "R" - (R/W, D.E., A.E.)
TRACT "R" - (R/W,
10' DRAINAGE EASEMENT
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N89°54'00"E 414.49'
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N54°21'00"W 250.00'
N74°36'02"W (RADIAL) 100.00'
N69°39'00"E (RADIAL) 100.00'
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N00°06'00"W 100.00'
N89°54'00"E
APALAC
TRACT "R" - (R/W,
NOT A CERTIFIED COPY

3275568 OR: 3418 PG: 1040
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-202-IF

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NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

UNOFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

LEGALLY RECORDED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

FOR RECORDED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT OFFICIAL RECORD

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

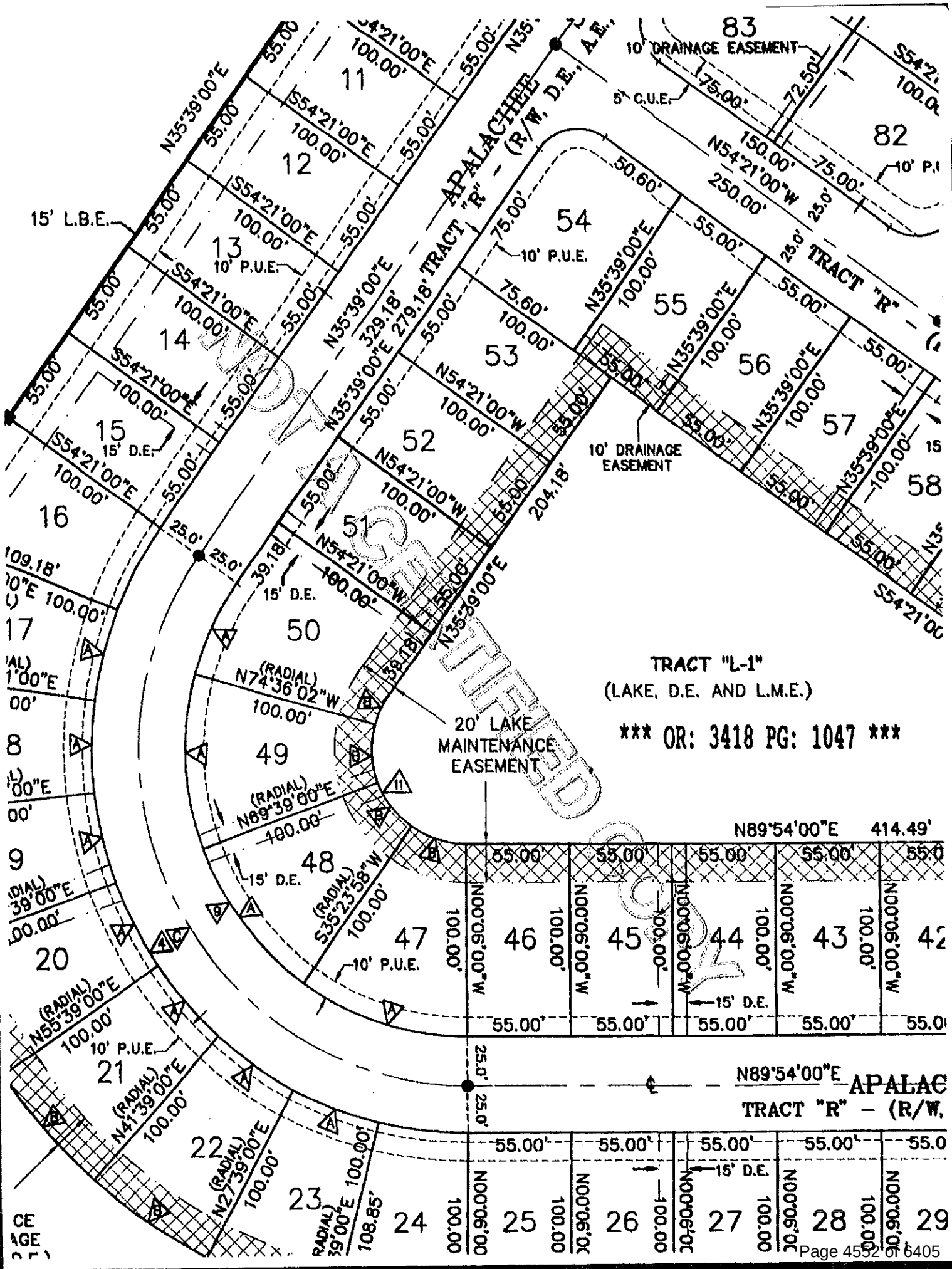
Lot 51, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


APALACHEE
TRACT "R" - (R/W, D.E., A.E.)
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10' P.U.E.
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(LAKE, D.E. AND L.M.E.)
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Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRARD(403-2338)

File# 03-203-IF

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NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

FOR RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

FOR CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blom

Print Name Stephen Dempsey

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 52, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
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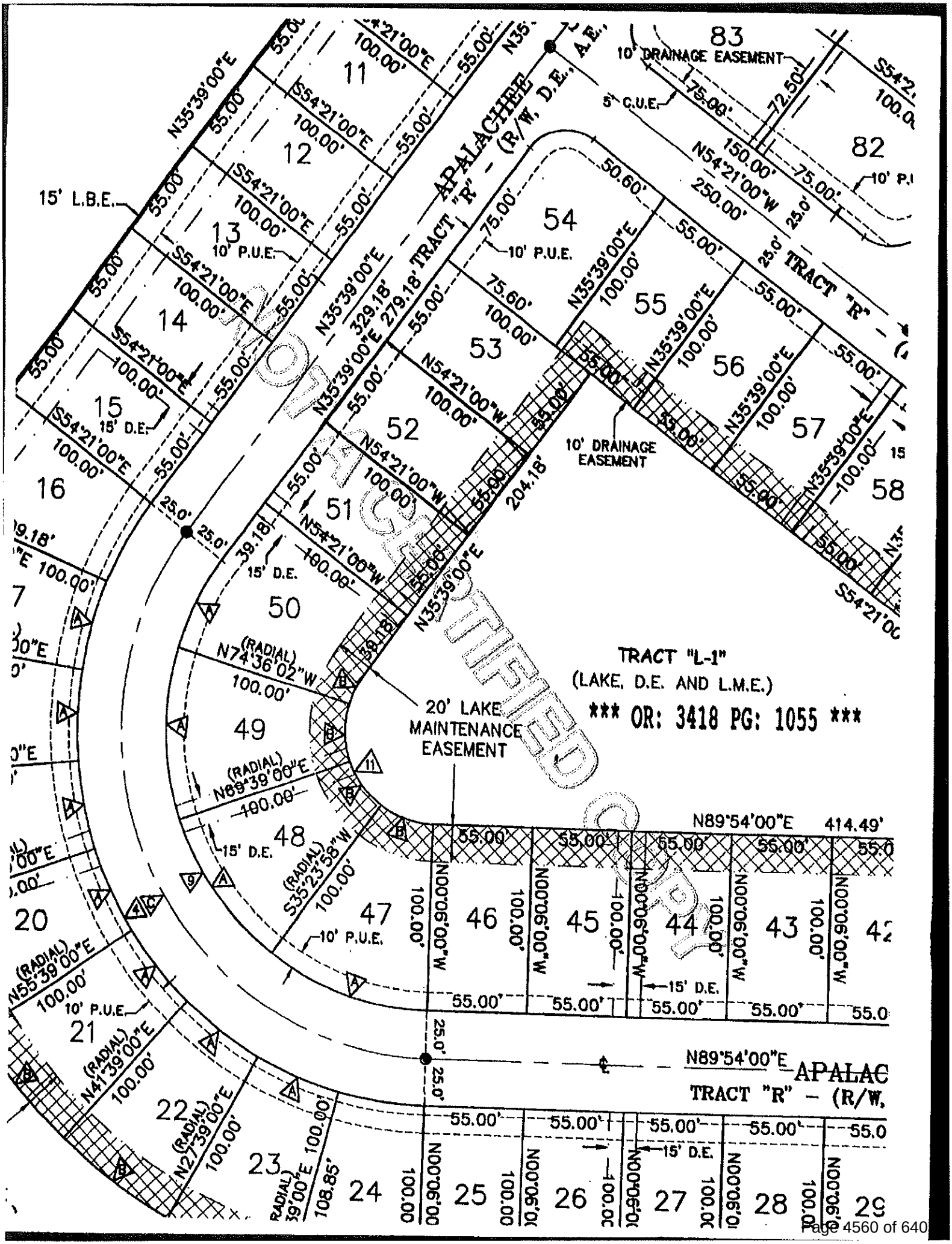
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


APALACHEE - (R/W, D.E., A.E.)
TRACT "R" - (R/W, D.E.)
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(LAKE, D.E. AND L.M.E.)
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20' LAKE MAINTENANCE EASEMENT
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NOT CERTIFIED COPY

3275570 OR: 3418 PG: 1056
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-204-IF

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NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

FOR REFERENCE ONLY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DOCUMENT RECORDED ONLY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL] Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL] Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

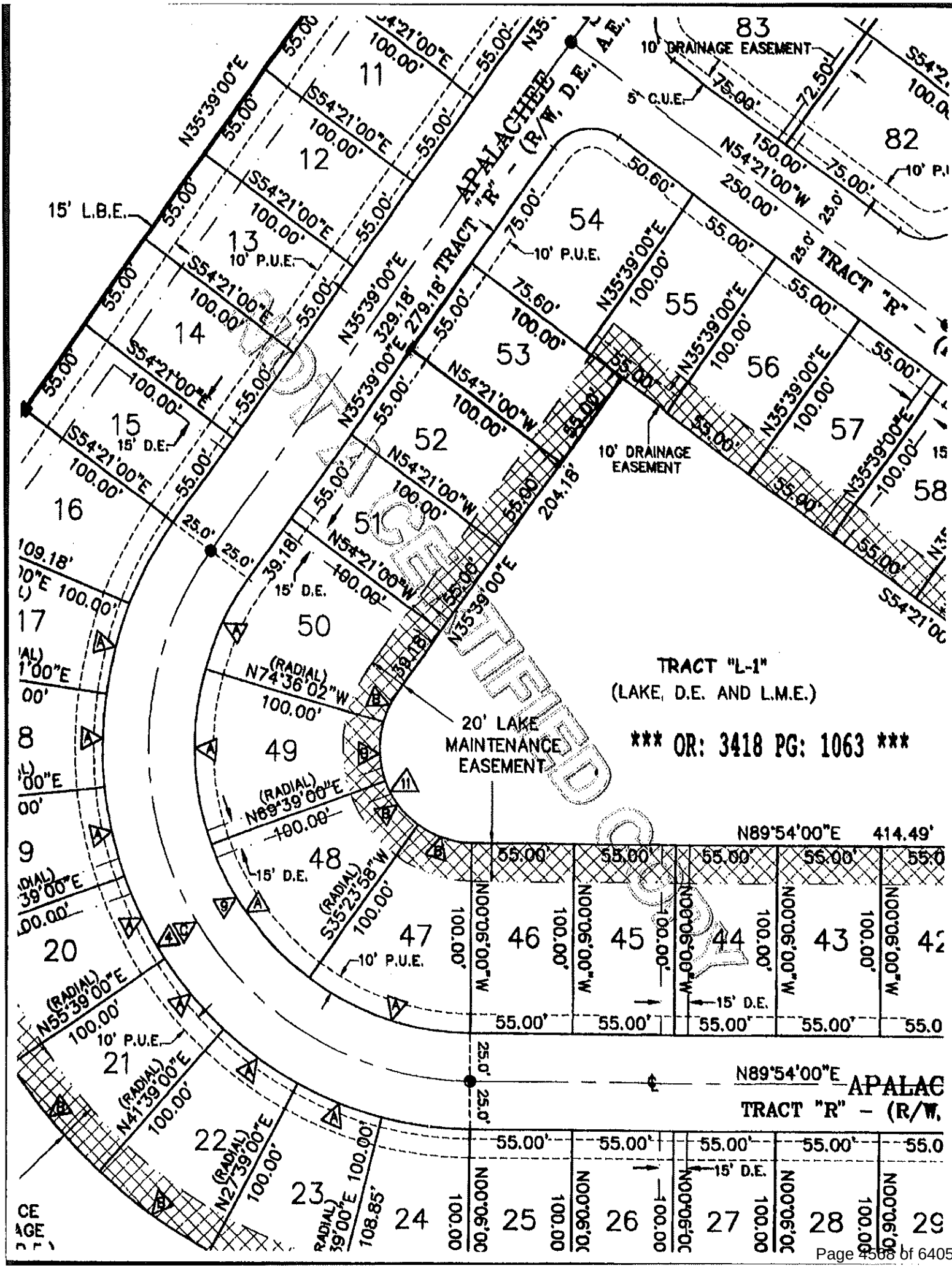
Lot 53, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



TRACT "L-1"
(LAKE, D.E. AND L.M.E.)
*** OR: 3418 PG: 1063 ***
20' LAKE MAINTENANCE EASEMENT
10' DRAINAGE EASEMENT
5' C.U.E.
15' L.B.E.
10' P.U.E.
15' D.E.
APALACHEE TRACT "R" - (R/W, D.E., A.E.)
TRACT "R" - (R/W,
N89°54'00"E 414.49'
N35°39'00"E 329.18'
N54°21'00"W 250.00'
N74°36'02"W (RADIAL) 100.00'
N69°39'00"E (RADIAL) 100.00'
S35°23'58"W (RADIAL) 100.00'
N55°39'00"E (RADIAL) 100.00'
N41°39'00"E (RADIAL) 100.00'
N27°39'00"E (RADIAL) 100.00'
N00°06'00"W 100.00'
N89°54'00"E
APALAC

3275571 OR: 3418 PG: 1064
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRAND(403-2330)

File# 03-205-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Stephen Dempsey

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD159084
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

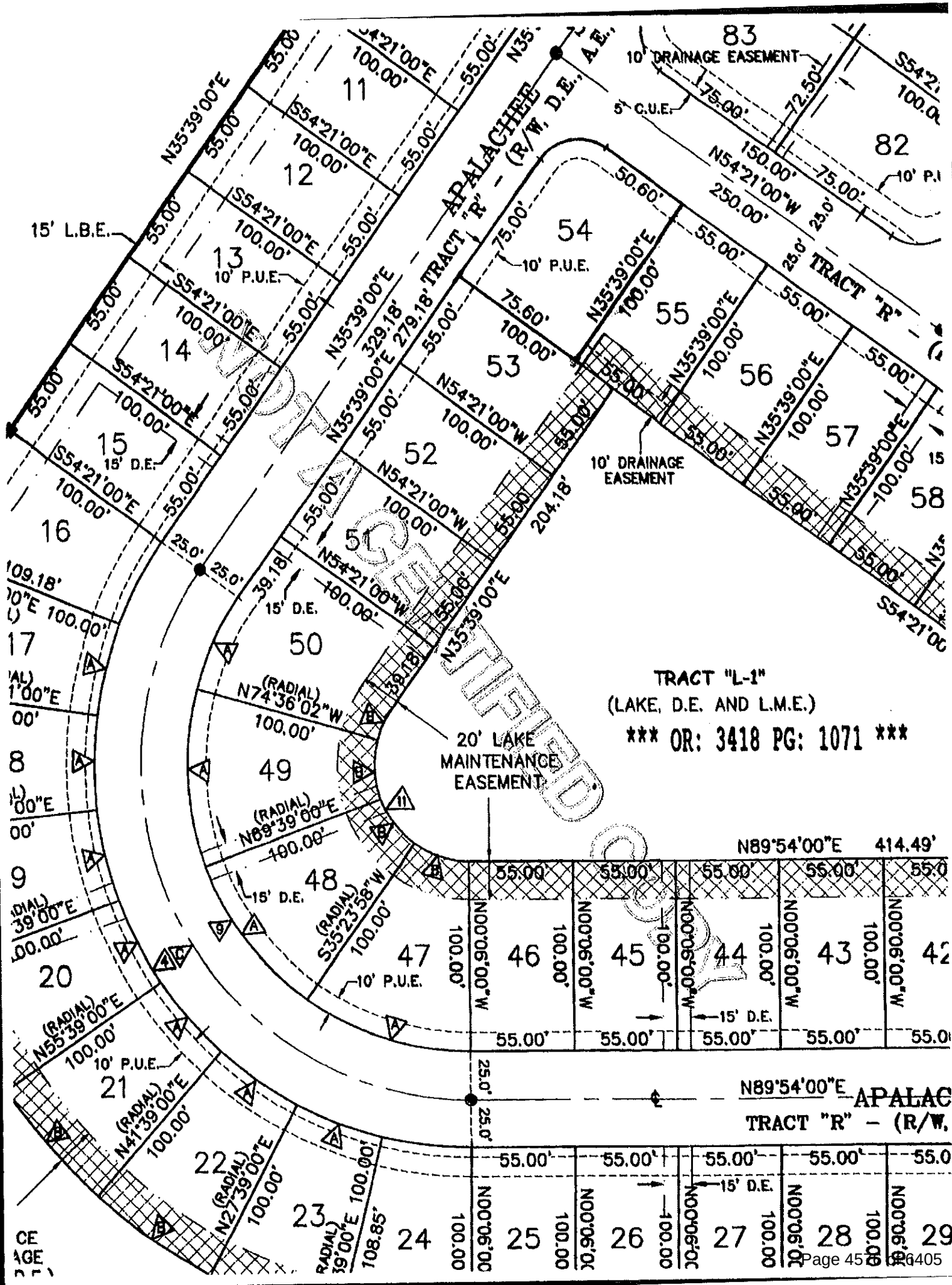
Lot 54, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


APALACHEE
TRACT "R" - (R/W, D.E., A.E.)
10' DRAINAGE EASEMENT
5' C.U.E.
15' L.B.E.
10' P.U.E.
15' D.E.
10' DRAINAGE EASEMENT
TRACT "L-1"
(LAKE, D.E. AND L.M.E.)
*** OR: 3418 PG: 1071 ***
20' LAKE MAINTENANCE EASEMENT
N89°54'00"E 414.49'
N89°54'00"E
APALAC
TRACT "R" - (R/W,
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L-7

3290133 OR: 3436 PG: 3407
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-004-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A" and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

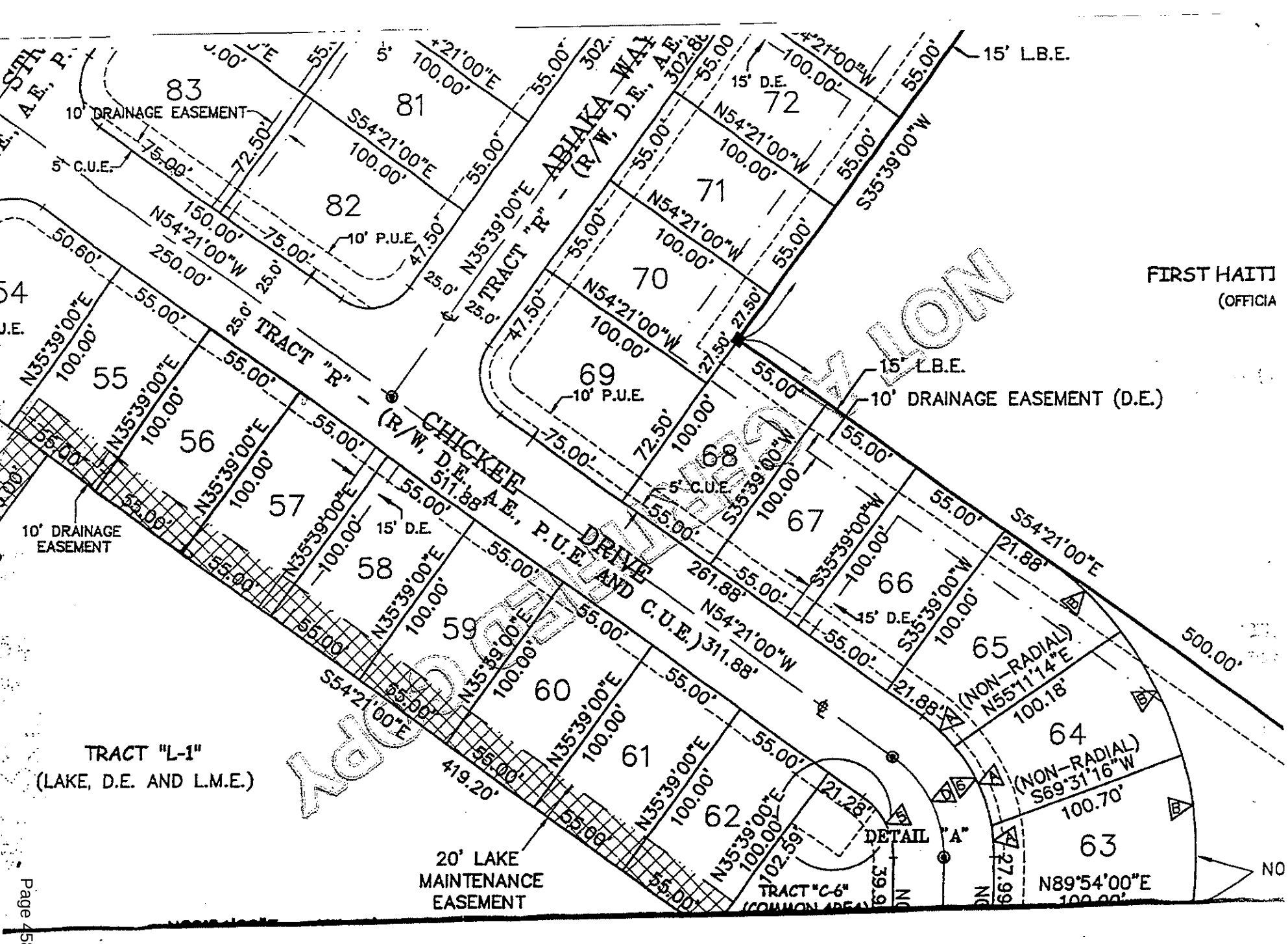
Lot 56, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3436 PG: 3414 ***

L-7

3290134 OR: 3436 PG: 3415
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/04/2003 at 03:01PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-005-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

UNOFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL UNTIL RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

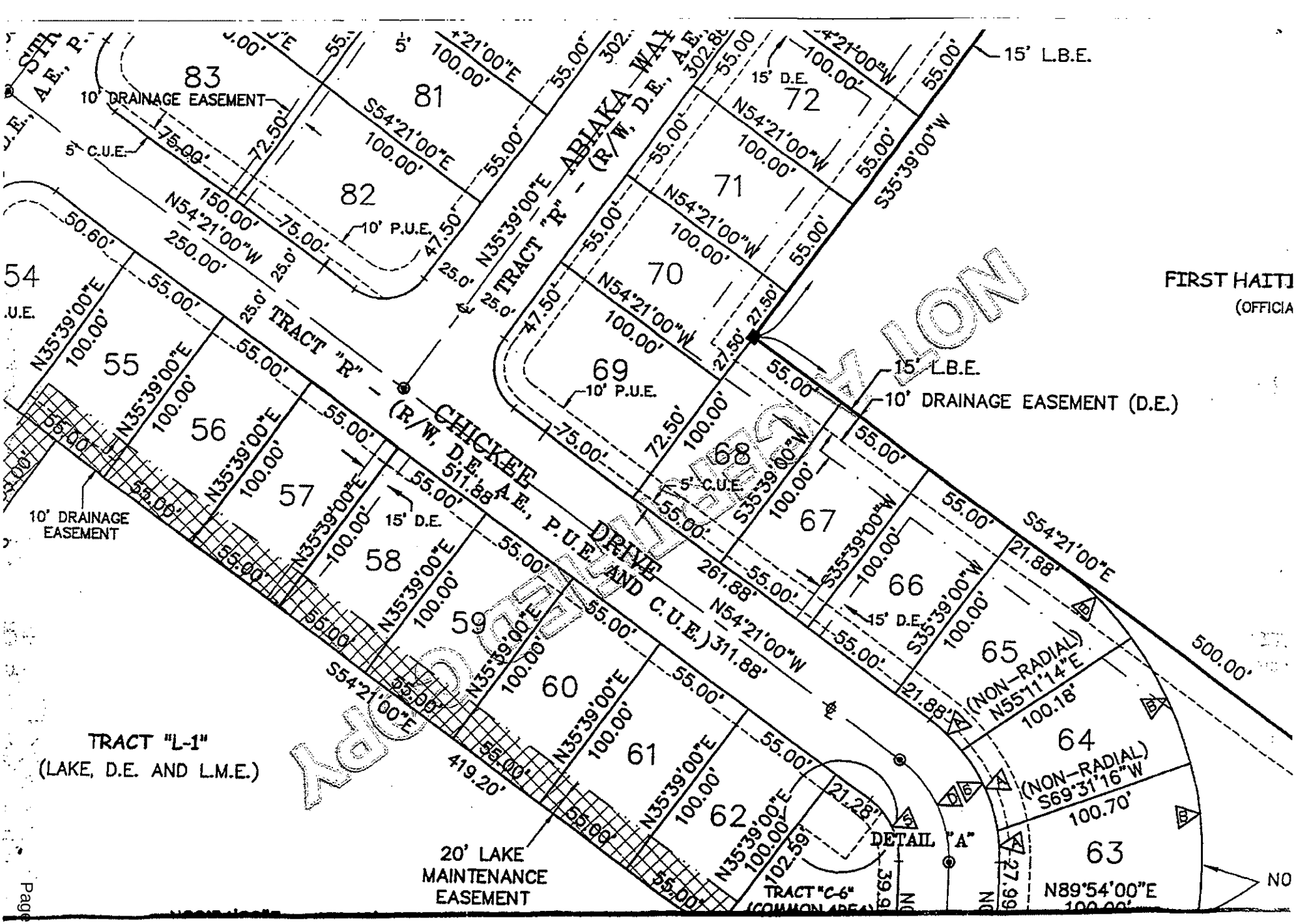
Lot 57, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3436 PG: 3422 ***

L-7

3290389 OR: 3437 PG: 1534
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BBARD 403-2338

File# 04-006-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL DOCUMENT

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

UNOFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

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of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

STRICKEN

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 58, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
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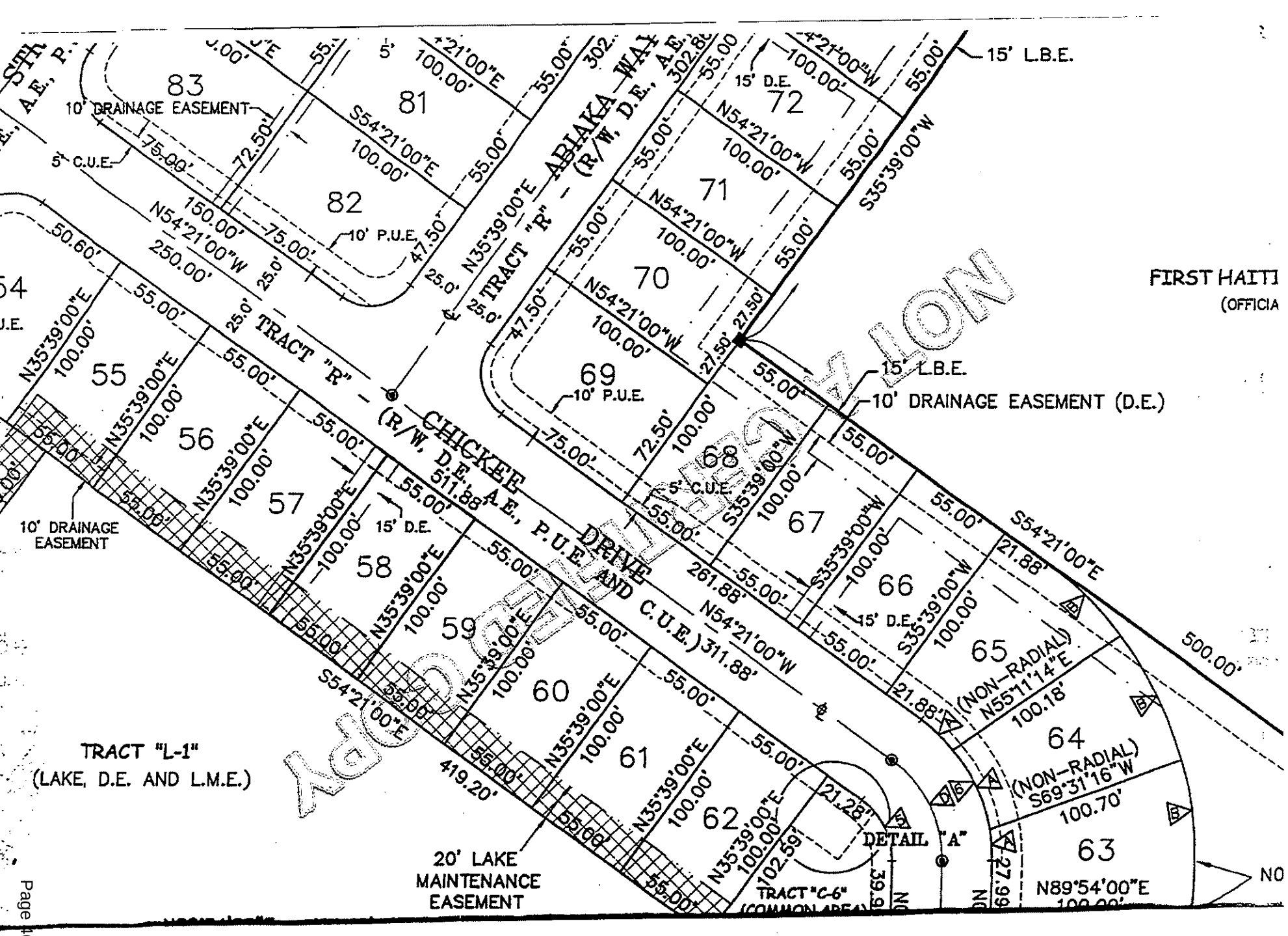
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3437 PG: 1541 ***

L-7

3290390 OR: 3437 PG: 1542
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-007-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24 day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

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WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

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4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
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RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

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NOT OFFICIAL RECORD

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10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
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of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

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a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

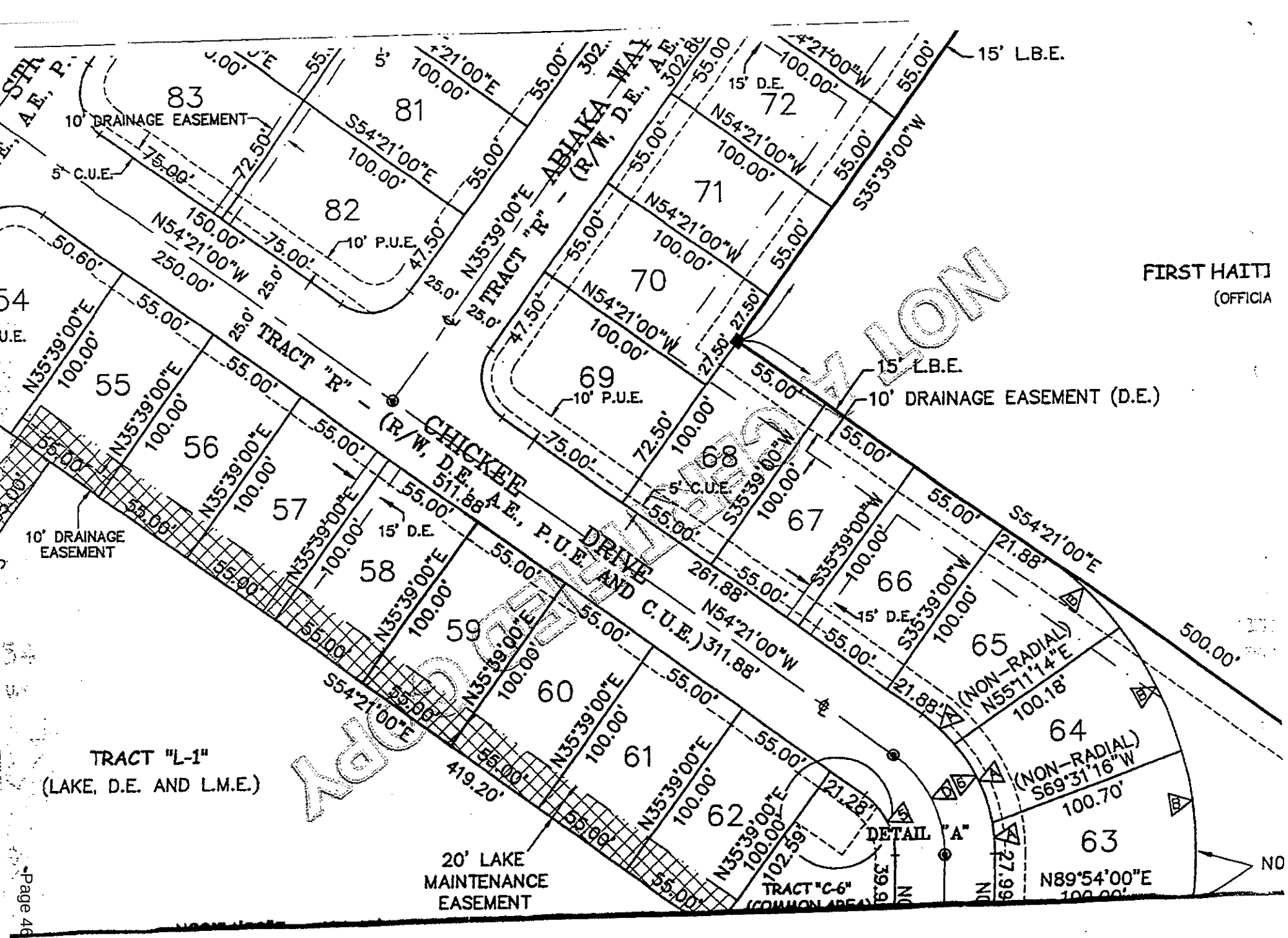
Lot 59, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3437 PG: 1549 ***

L-7

3290391 OR: 3437 PG: 1550
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-008-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DOCUMENT NOT OFFICIAL

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

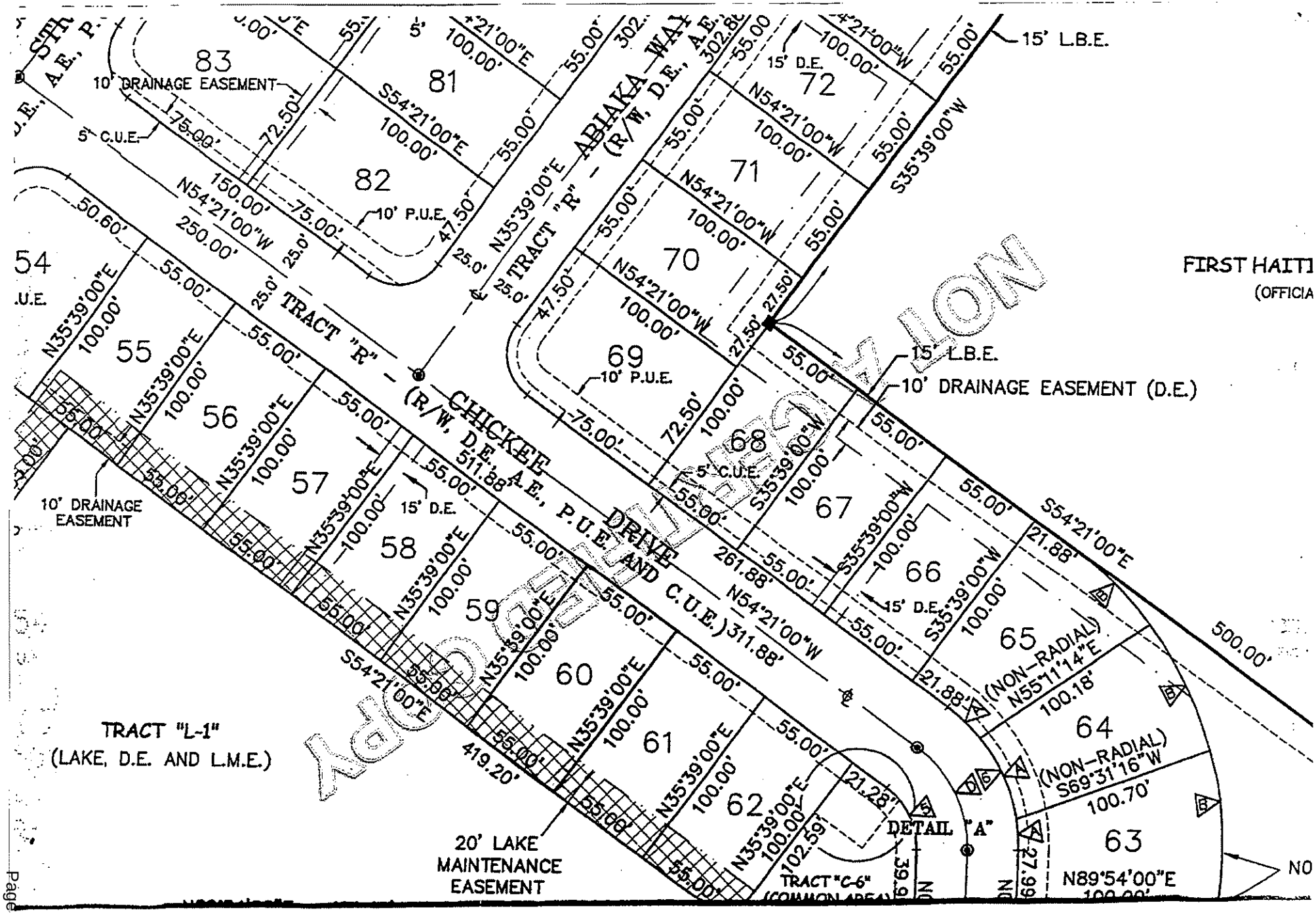
Lot 60, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3437 PG: 1557 ***

3370474 OR: 3531 PG: 3780
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-041-IF

This space for recording

UNOFFICIAL DOCUMENT

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Cheryl Malone

Print Name [illegible]

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

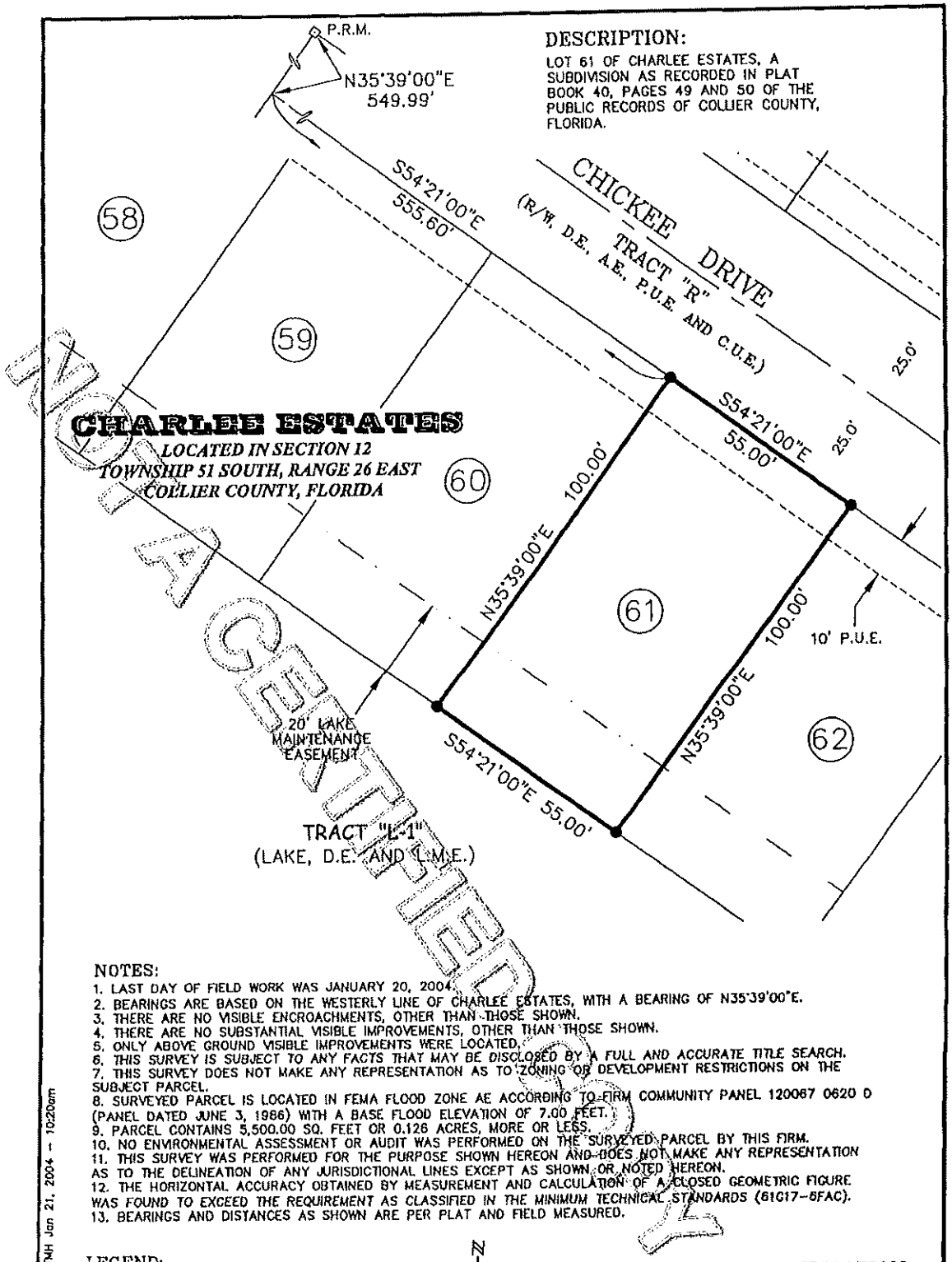
Lot 61, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOTES:

1. LAST DAY OF FIELD WORK WAS JANUARY 20, 2004.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
○ = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

N

0 15' 30'
GRAPHIC SCALE IN FEET

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Syron (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 1/21/2004

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT61SV.dwg (Layout1) TMH Jan 21, 2004 - 10:20am

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-0320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 61, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1/04	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3531 PG: 3787 ***

3370475 OR: 3531 PG: 3788
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-042-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL UNTIL RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Cheryl Malone
Print Name Cheryl Malone

Print Name

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 62, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

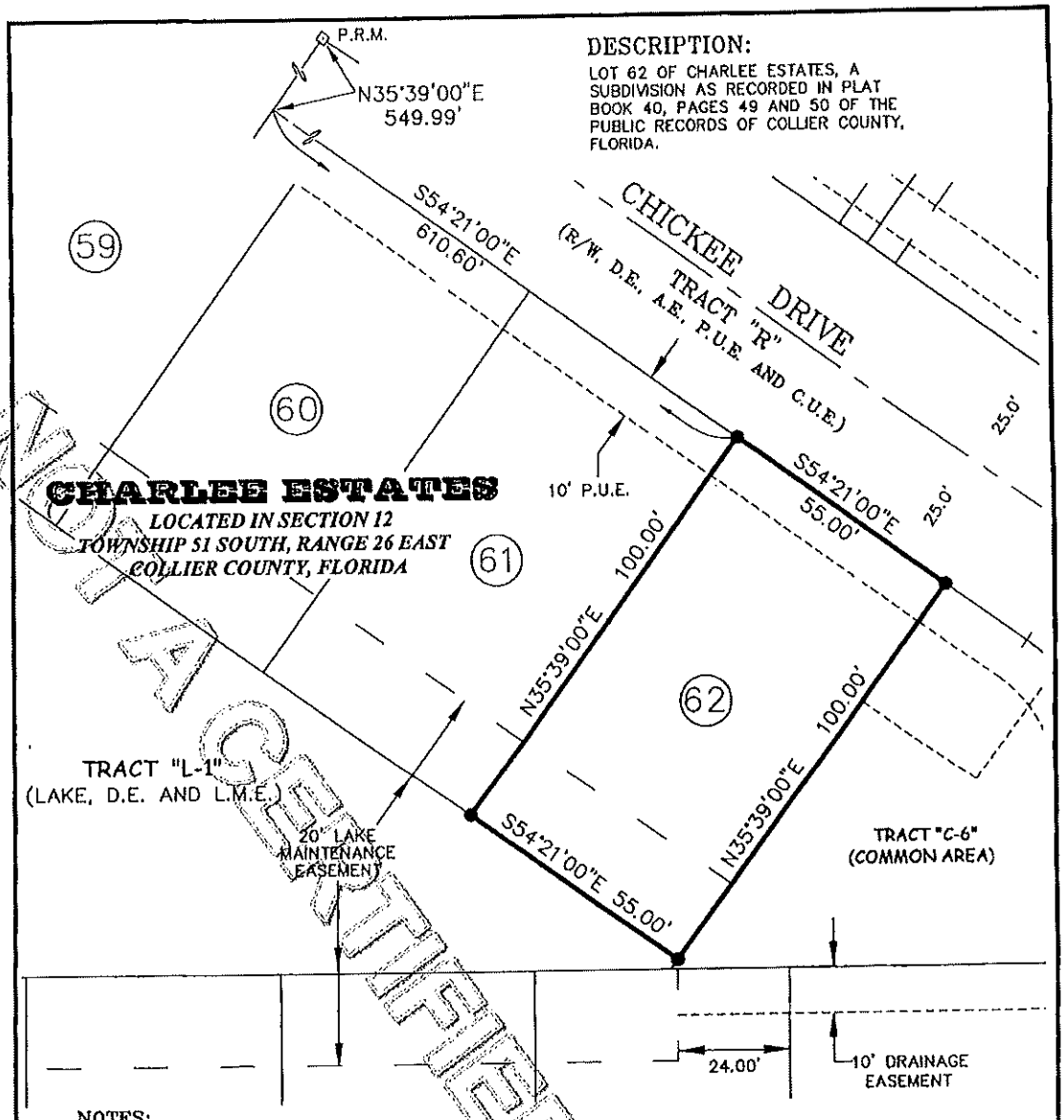
NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

818



NOTES:
1. LAST DAY OF FIELD WORK WAS JANUARY 20, 2004.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

LEGEND:
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
O = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

N
0 15' 30'
GRAPHIC SCALE IN FEET

SURVEYOR'S CERTIFICATION:
For the exclusive use of:

Barry E. Sykes (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 1/21/2004
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT62Sv.dwg (Layout1) TMH Jan 21, 2004 - 10:41am

VACATED

*** OR: 3531 PG: 3795 ***

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 62, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1/04	20012782	12-51-26	1" = 30'	1 OF 1

3343038 OR: 3500 PG: 0232 of 869
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
02/11/2004 at 11:07AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-031-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 10 day of Jan, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name B. Jean Smith

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 28 day of Jan, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 11th day of February, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval:

Denton Baker, Director of
Financial Administration & Housing

DIGITALLY RECORDED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

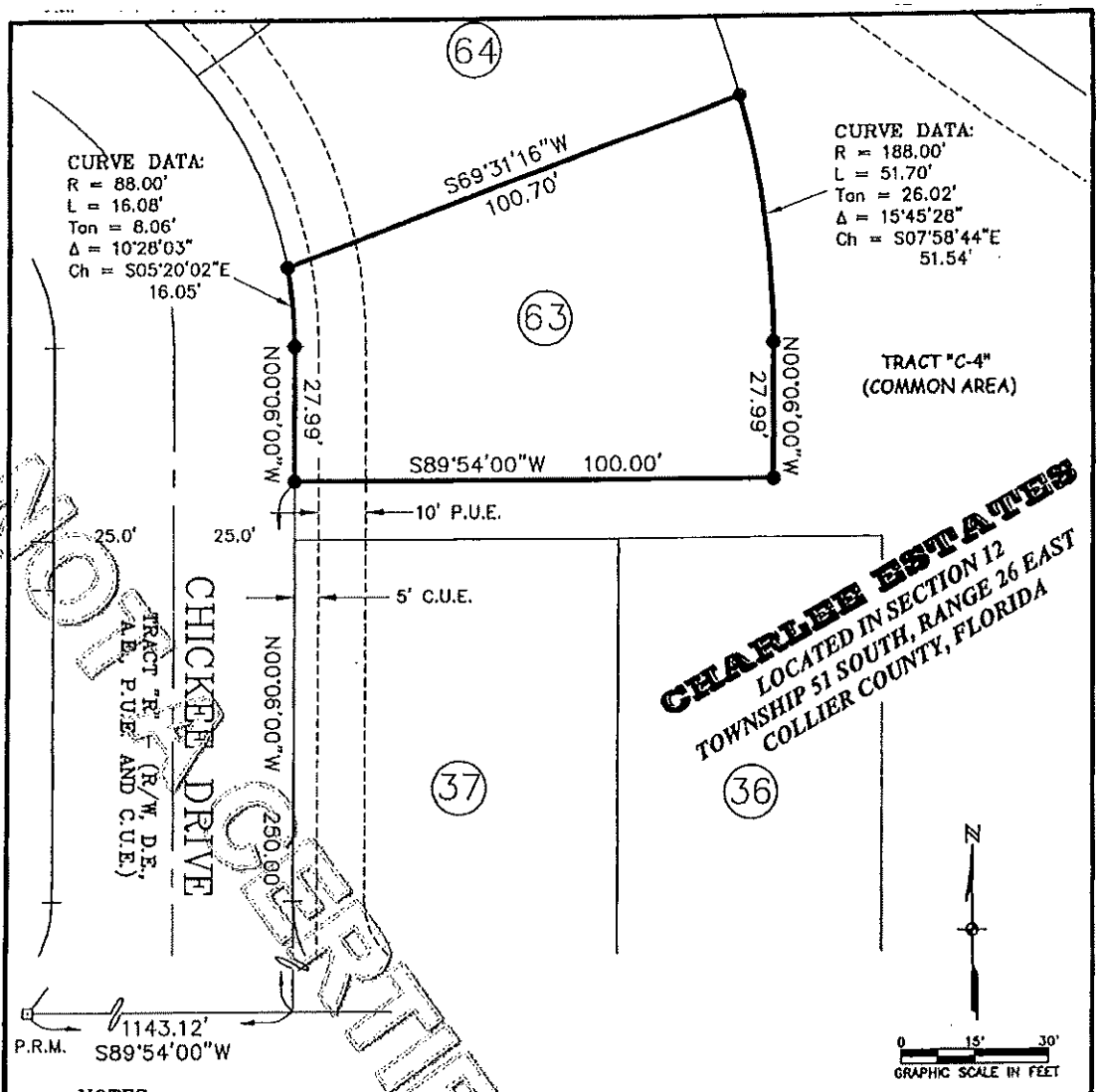
Lot 63, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	**Amount Owed**
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



NOT A CERTIFIED COPY

NOTES:

1. LAST DAY OF FIELD WORK WAS JANUARY 20, 2004.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 6,188.95 SQ. FEET OR 0.142 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
○ = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

DESCRIPTION:

LOT 63 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Swen (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 1/21/2004
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT63SV.dwg (SHEET 1) TMH Jan 21, 2004 - 11:20am

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 63, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10/03	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3500 PG: 0239 ***

3370476 OR: 3531 PG: 3796
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT B. BROCK, CLERK
REC FEE 37.50
Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-043-IF

This space for recording

NOT OFFICIALLY RECORDED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT CERTIFIED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Cheryl Malone

Print Name

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

DOCUMENT NOT OFFICIAL UNTIL RECORDED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 64, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

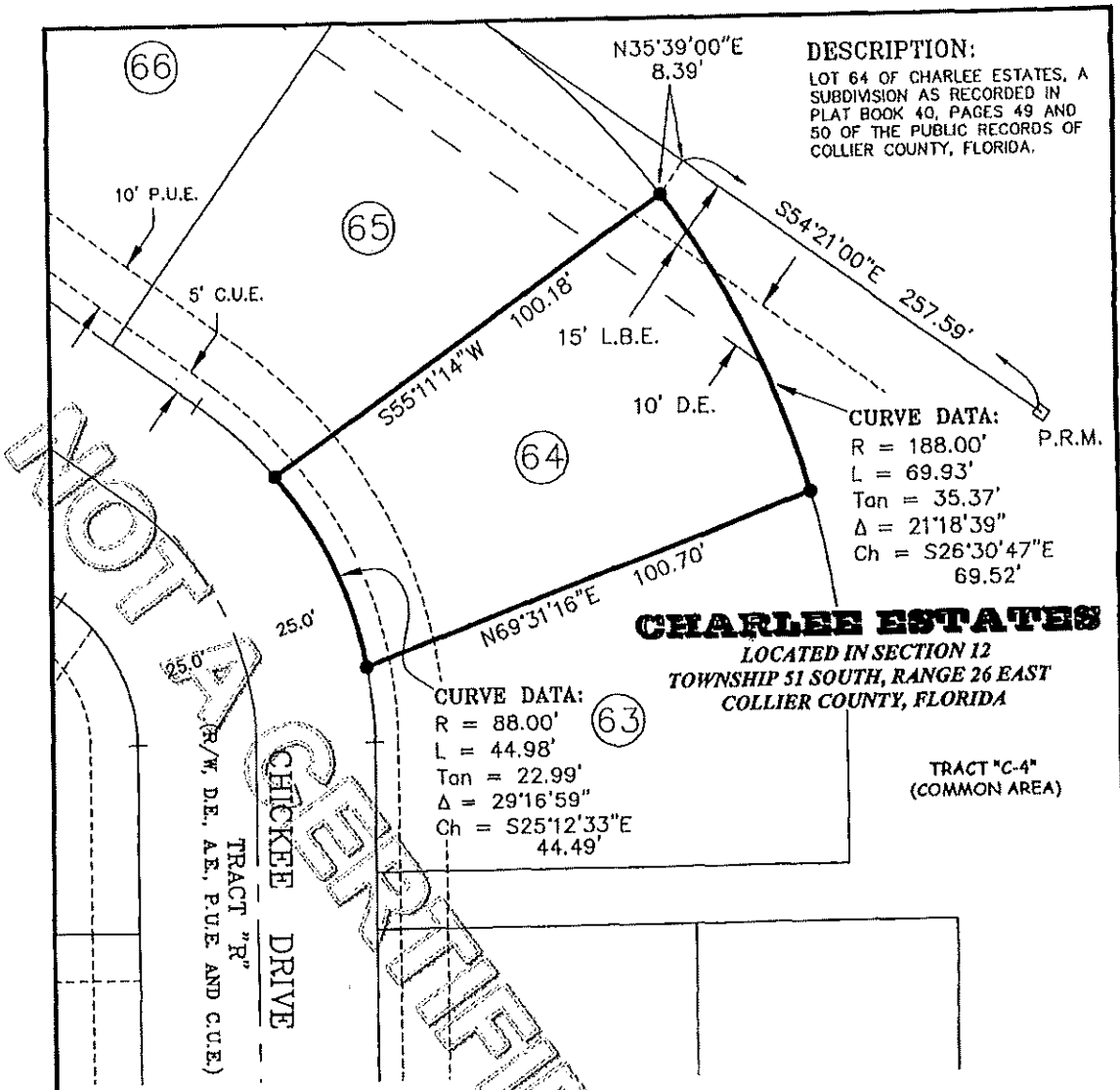
NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

868



DESCRIPTION:
LOT 64 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CURVE DATA:
R = 188.00'
L = 69.93'
Tan = 35.37'
Δ = 21°18'39"
Ch = S26°30'47"E
69.52'

CURVE DATA:
R = 88.00'
L = 44.98'
Tan = 22.99'
Δ = 29°16'59"
Ch = S25°12'33"E
44.49'

CHARLEE ESTATES

LOCATED IN SECTION 12
TOWNSHIP 51 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

NOTES:
1. LAST DAY OF FIELD WORK WAS JANUARY 20, 2004.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,743.84 SQ. FEET OR 0.132 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

LEGEND:
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
O = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

N

0 15' 30'
GRAPHIC SCALE IN FEET

SURVEYOR'S CERTIFICATION:
For the exclusive use of:

Barry E. Syrm (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365
Date Signed: 1/26/2004
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT64SV.dwg (Layout1) TWH Jan 21, 2004 - 3:24pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 64, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1/04	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3531 PG: 3803 ***

L-8

3370477 OR: 3531 PG: 3804
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 04-044-IF

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NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT RECORDED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Habitat for Humanity of Collier County, Inc.:

Print Name

By: Samuel J. Durso, M.D., President

Print Name

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 65, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

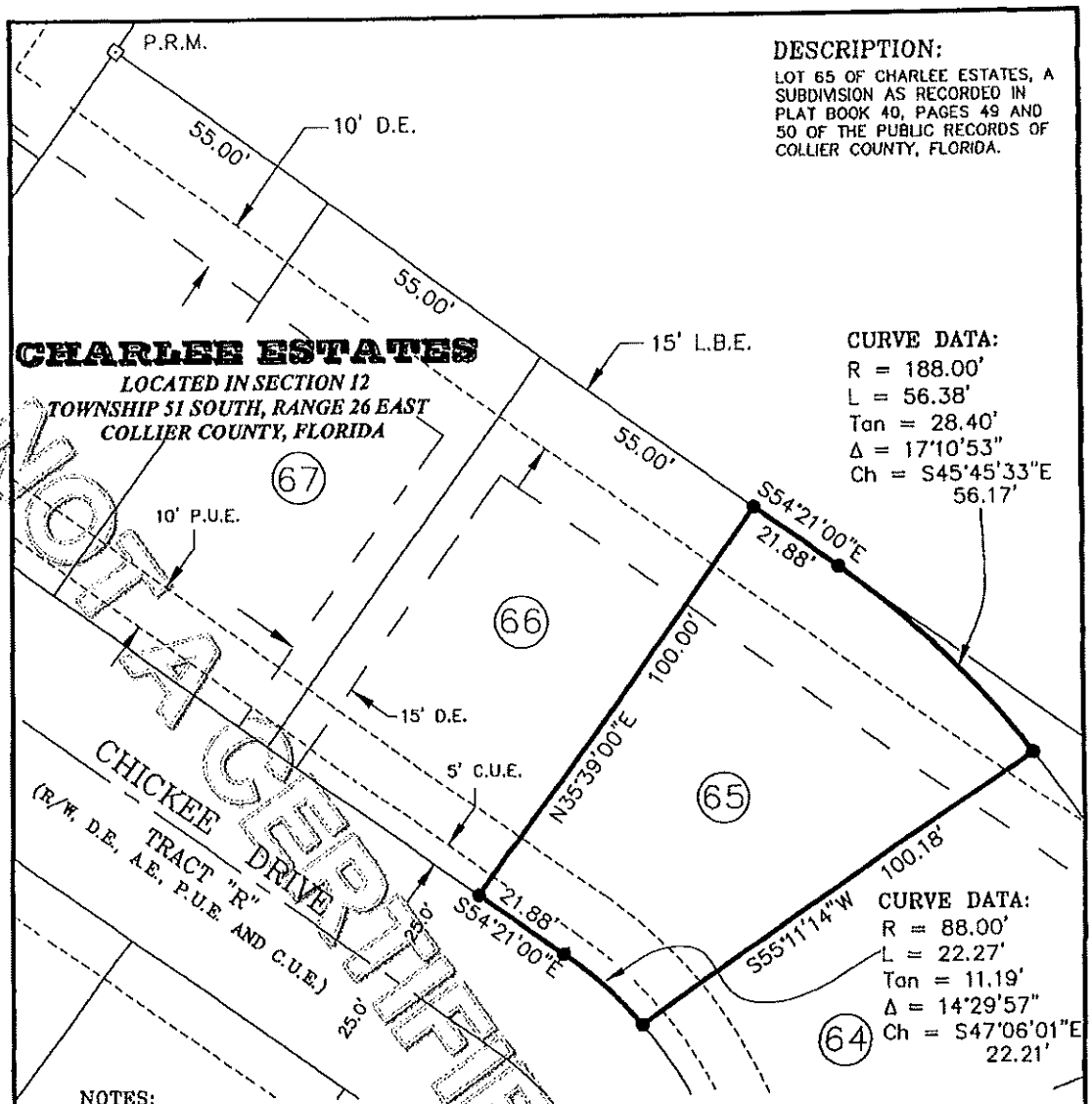
NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

867



DESCRIPTION:
LOT 65 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOTES:
1. LAST DAY OF FIELD WORK WAS JANUARY 20, 2004.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 6,120.24 SQ. FEET OR 0.141 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

LEGEND:
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
○ = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

N

0 15' 30'
GRAPHIC SCALE IN FEET

SURVEYOR'S CERTIFICATION:
For the exclusive use of:

Barry E. Syrm (For the Firm LB #642)
Professional Land Surveyor
Florida Certificate No. 5365
Date Signed: 1/24/2004
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT65SV.dwg (Layout1) TWH Jan 21, 2004 - 3:26pm

JOHNSON ENGINEERING
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 65, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1/04	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3531 PG: 3811 ***

3370478 OR: 3531 PG: 3812
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 10:59AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-045-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 25th day of March, 2004 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Habitat for Humanity of Collier County, Inc.:

Print Name Cheryl Malone

By: Samuel J. Durso, M.D., President

Print Name

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 25th day of March, 2004, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

B. Jean Smith
MY COMMISSION # DD129399 EXPIRES
August 1, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 30th day of March, 2004, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

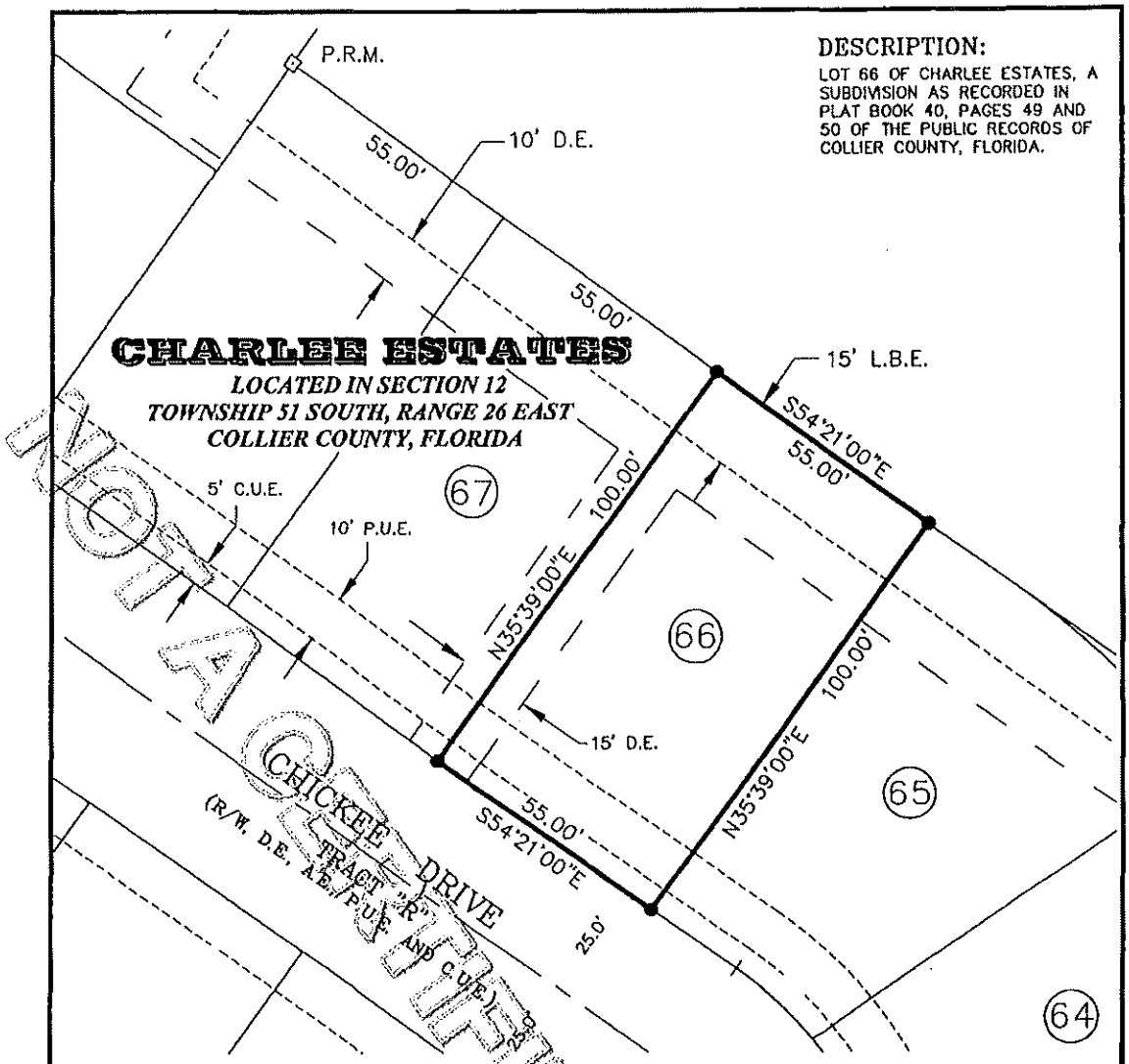
Lot 66, Charlee Estates, A Subdivision, as recorded in Plat Book 40, Pages 49 and 50, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	**Amount Owed**
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Parks Impact Fee:	$1,233.00
E.	Educational Facilities System Impact Fee	$1,778.00
F.	Road Impact Fee	$4,194.00
G.	Water Impact Fee	$2,570.00
H.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



DESCRIPTION:

LOT 66 OF CHARLEE ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 40, PAGES 49 AND 50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOTES:

1. LAST DAY OF FIELD WORK WAS JANUARY 20, 2004.
2. BEARINGS ARE BASED ON THE WESTERLY LINE OF CHARLEE ESTATES, WITH A BEARING OF N35°39'00"E.
3. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
4. THERE ARE NO SUBSTANTIAL VISIBLE IMPROVEMENTS, OTHER THAN THOSE SHOWN.
5. ONLY ABOVE GROUND VISIBLE IMPROVEMENTS WERE LOCATED.
6. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. SURVEYED PARCEL IS LOCATED IN FEMA FLOOD ZONE AE ACCORDING TO FIRM COMMUNITY PANEL 120067 0620 D (PANEL DATED JUNE 3, 1986) WITH A BASE FLOOD ELEVATION OF 7.00 FEET.
9. PARCEL CONTAINS 5,500.00 SQ. FEET OR 0.126 ACRES, MORE OR LESS.
10. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
11. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
12. THE HORIZONTAL ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THE REQUIREMENT AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6FAC).
13. BEARINGS AND DISTANCES AS SHOWN ARE PER PLAT AND FIELD MEASURED.

LEGEND:

R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
L.B.E. = LANDSCAPE BUFFER EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
C.U.E. = COUNTY UTILITY EASEMENT
P.R.M. = PERMANENT REFERENCE MONUMENT
● = SET 3/4" PIPE WITH CAP "LB #642"
O = FOUND STEEL PIN, STAMPED AS SHOWN
□ = FOUND CONCRETE MONUMENT

N

0 15' 30'
GRAPHIC SCALE IN FEET

SURVEYOR'S CERTIFICATION:

For the exclusive use of:

Barry E. Synan (For the Firm LB#642)
Professional Land Surveyor
Florida Certificate No. 5365

Date Signed: 1/26/2004

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

S:\012782\LOT66SV.dwg (Layout1) TWH Jan 21, 2004 - 1:22pm

JOHNSON ENGINEERING

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0333
FAX (239) 434-9320
E.B. #642 & L.B. #642

BOUNDARY SURVEY
LOT 66, CHARLEE ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1/04	20012782	12-51-26	1" = 30'	1 OF 1

*** OR: 3531 PG: 3819 ***

L-7

3290392 OR: 3437 PG: 1558
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-009-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A" and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT CERTIFIED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DOCUMENT NOT OFFICIAL UNTIL RECORDED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 68, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
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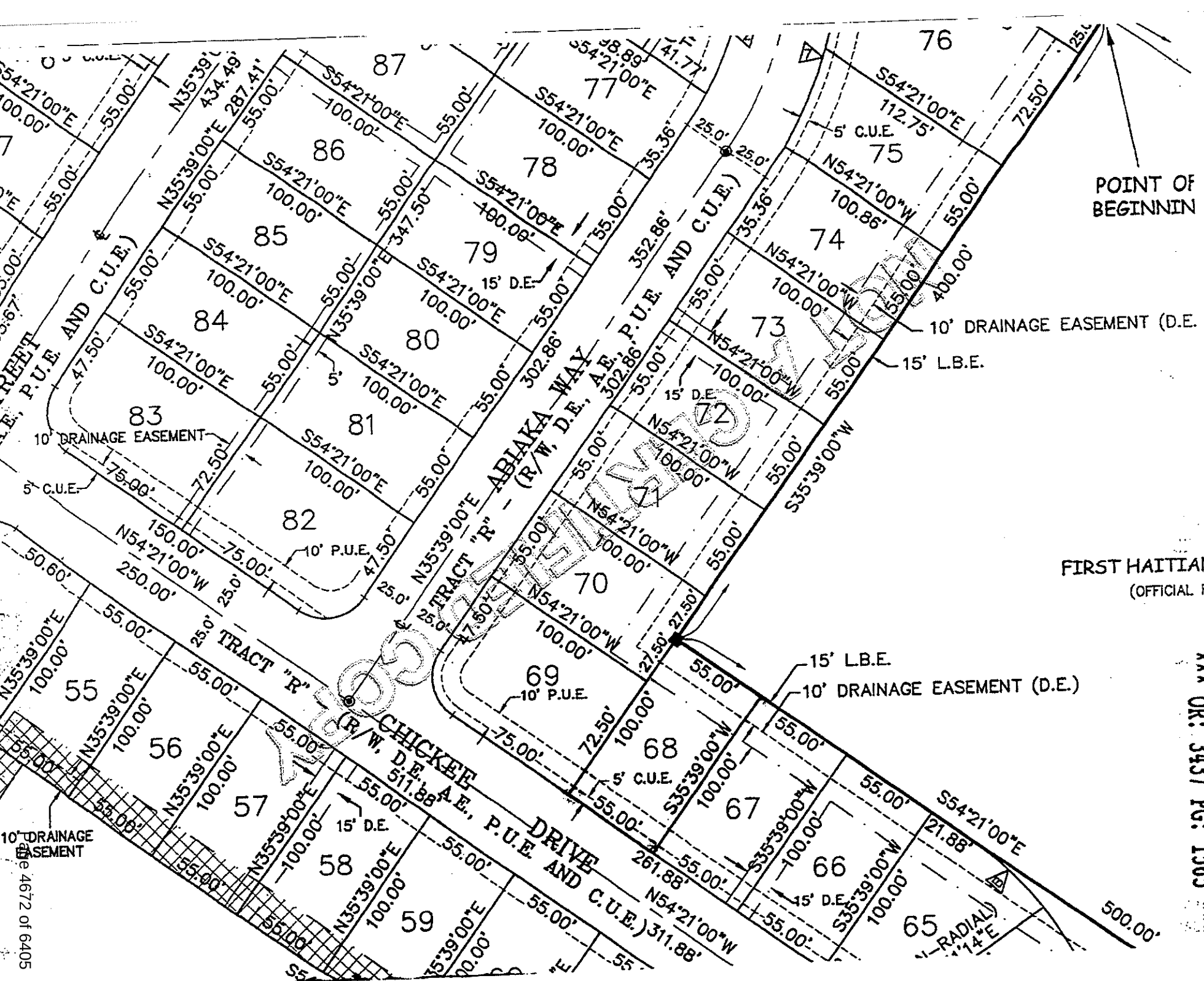
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3437 PG: 1565 ***

L-7

3290393 OR: 3437 PG: 1566
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-010-IF

This space for recording

NOT OFFICIAL UNTIL SIGNED

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EXECUTED COPY

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    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT CERTIFIED COPY

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b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

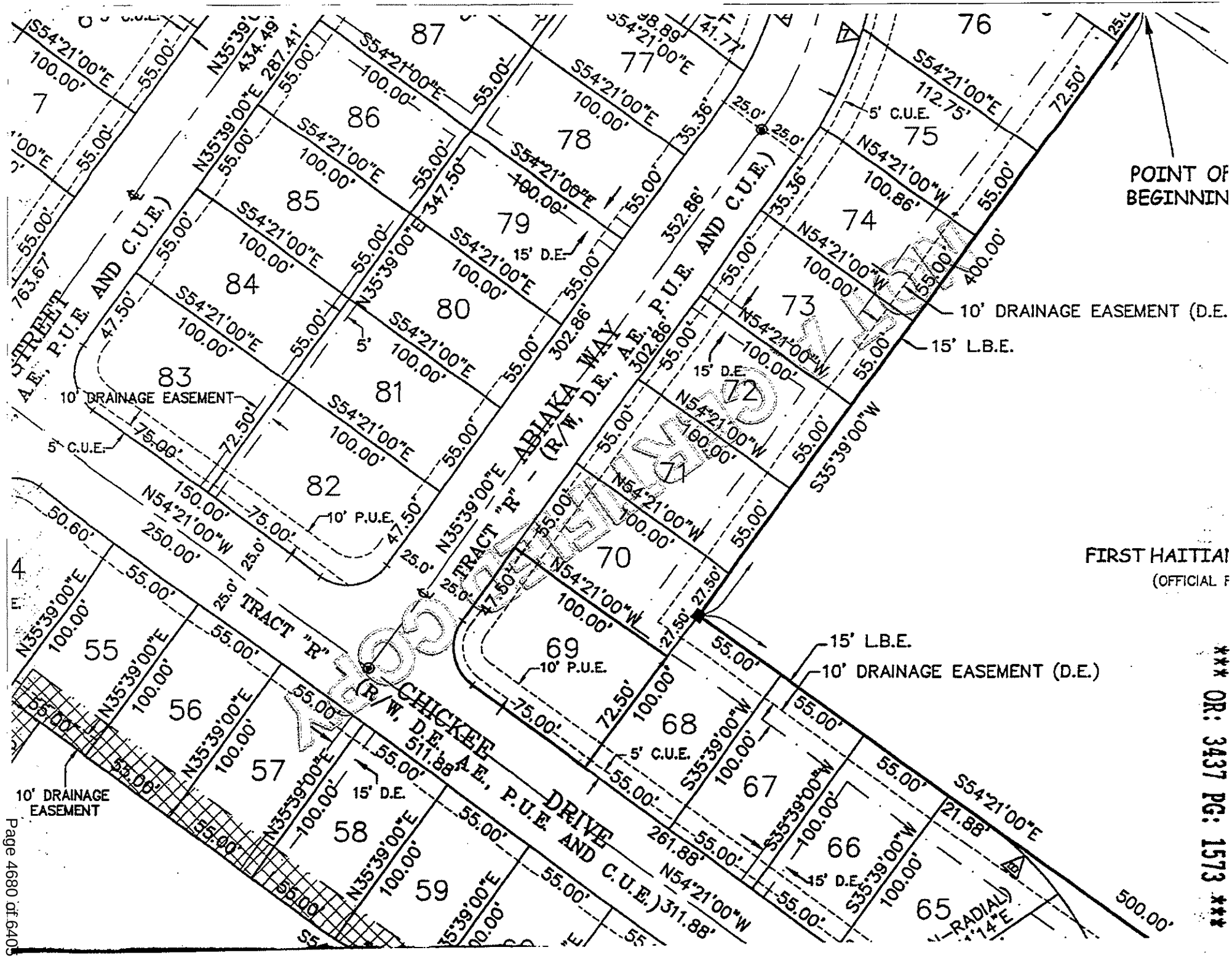
Lot 69, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


POINT OF BEGINNIN
FIRST HAITIAI
(OFFICIAL F
*** OR: 3437 PG: 1573 ***
ABIAKA WAY
(R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R"
CHICKEE DRIVE
(R/W, D.E., A.E., P.U.E. AND C.U.E.)
10' DRAINAGE EASEMENT (D.E.
15' L.B.E.
10' DRAINAGE EASEMENT
5' C.U.E.
10' P.U.E.
15' D.E.
5' C.U.E.
10' DRAINAGE EASEMENT
15' L.B.E.
10' DRAINAGE EASEMENT (D.E.)
5' C.U.E.
15' D.E.
10' DRAINAGE EASEMENT
5' C.U.E.
15' D.E.
10' P.U.E.

L-7

3290394 OR: 3437 PG: 1574
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-011-IF

This space for recording

NOT RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL DOCUMENT

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]
Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

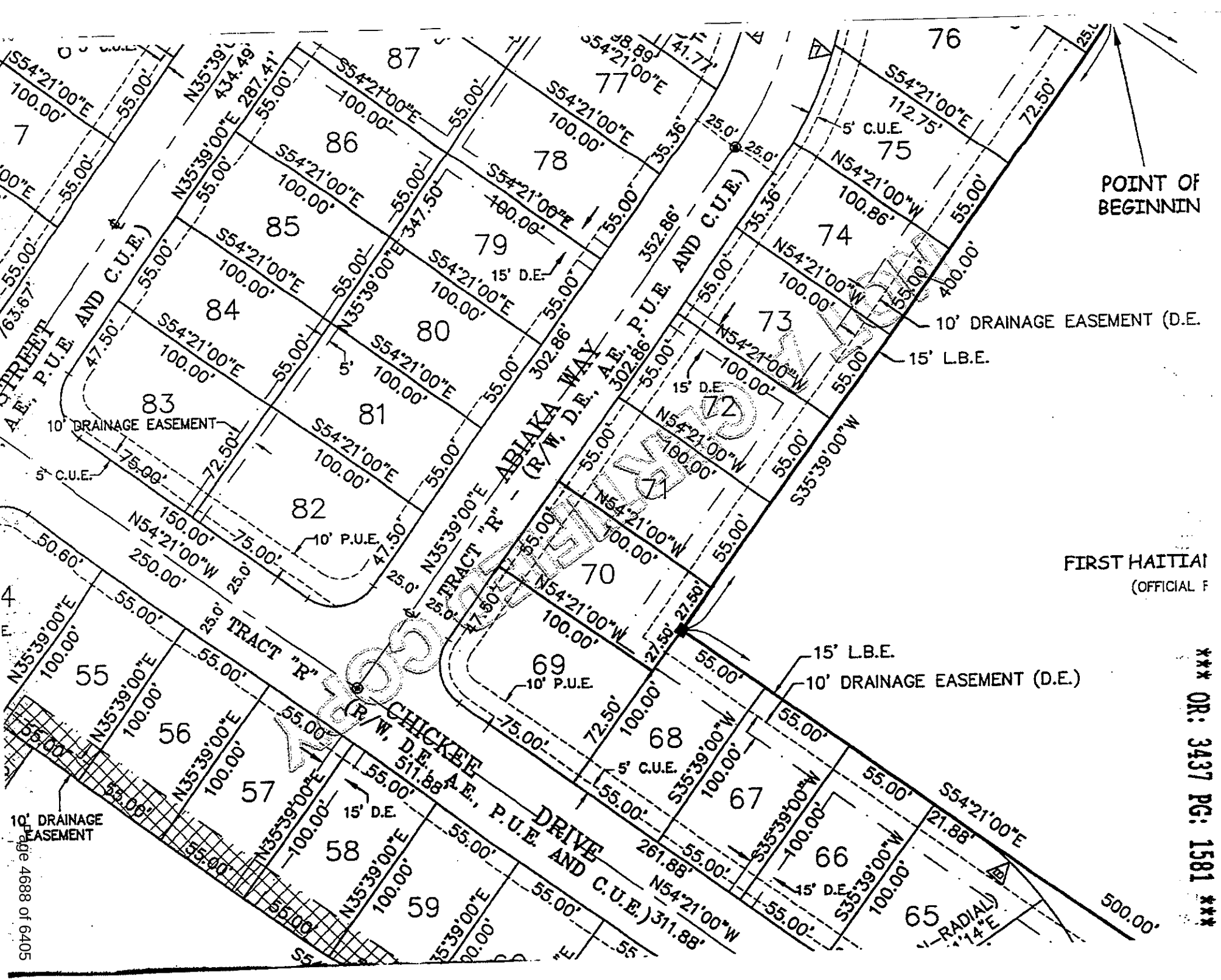
Lot 70, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



*** OR: 3437 PG: 1581 ***

L-7

3290395 OR: 3437 PG: 1582
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT E. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-012-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

FOR RECORDING COPY ONLY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

RECORDED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Juliette Bloom

Print Name Juliette Bloom

Cheryl Malone

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Juliette Bloom
Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

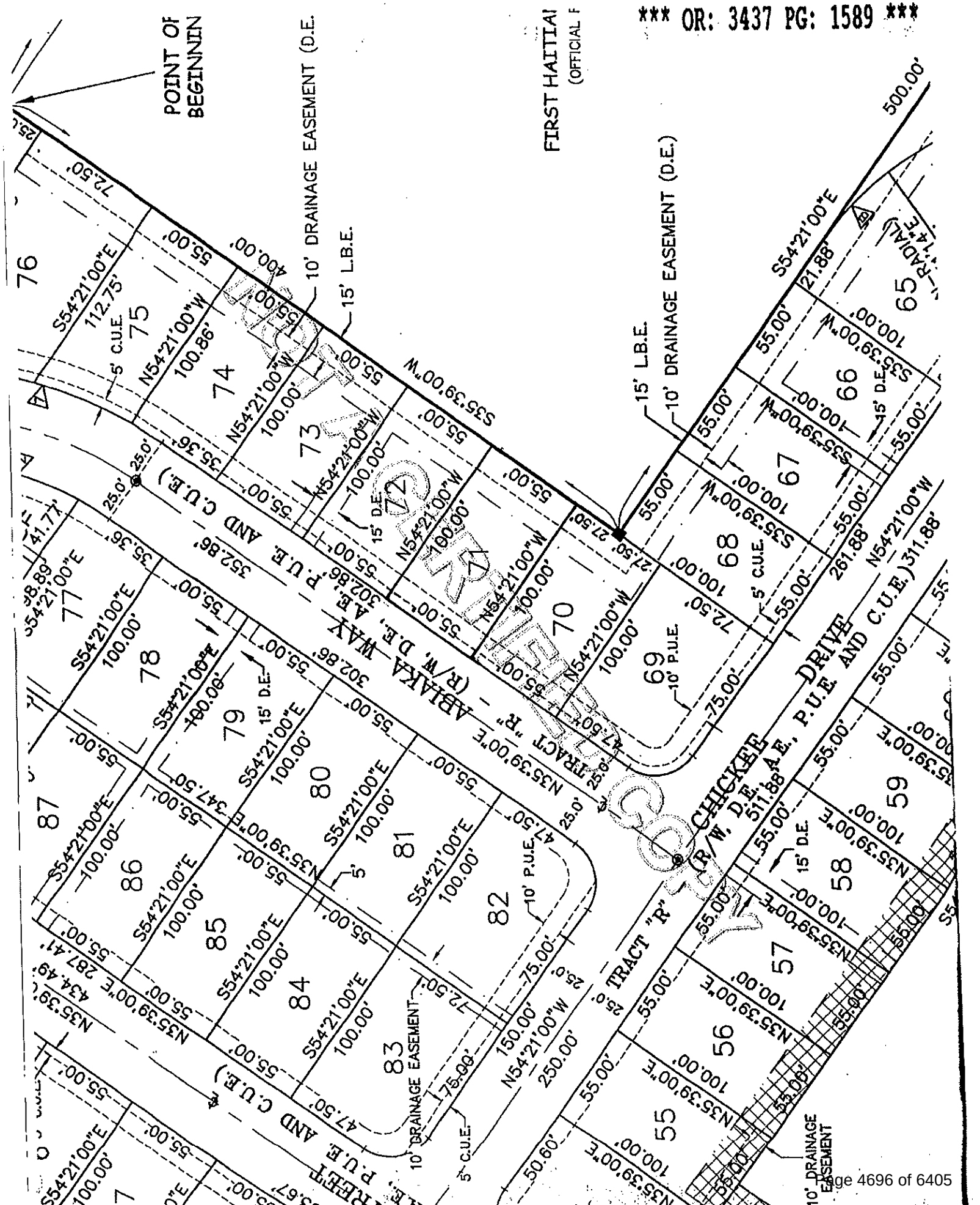
Lot 71, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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10' DRAINAGE EASEMENT (D.E.
15' L.B.E.
FIRST HAITIAI
(OFFICIAL F
15' L.B.E.
10' DRAINAGE EASEMENT (D.E.)
TRACT "R" - ABIAKA WAY (R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R" - CHICKEE DRIVE (R/W, D.E., A.E., P.U.E. AND C.U.E.)
10' DRAINAGE EASEMENT
10' DRAINAGE EASEMENT
10' P.U.E.
15' D.E.
5' C.U.E.
S54°21'00"E
N54°21'00"W
N35°39'00"E
S35°39'00"W
500.00'
311.88'
261.88'
511.88'
352.86'
302.86'
347.50'
287.41'
434.49'
250.00'
150.00'
112.75'
100.86'
100.00'
55.00'
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75.00'
47.50'
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L-7

3290396 OR: 3437 PG: 1590
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT E. BROCK, CLERK
REC FEE 37.50
Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

File# 04-013-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

RECORDED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

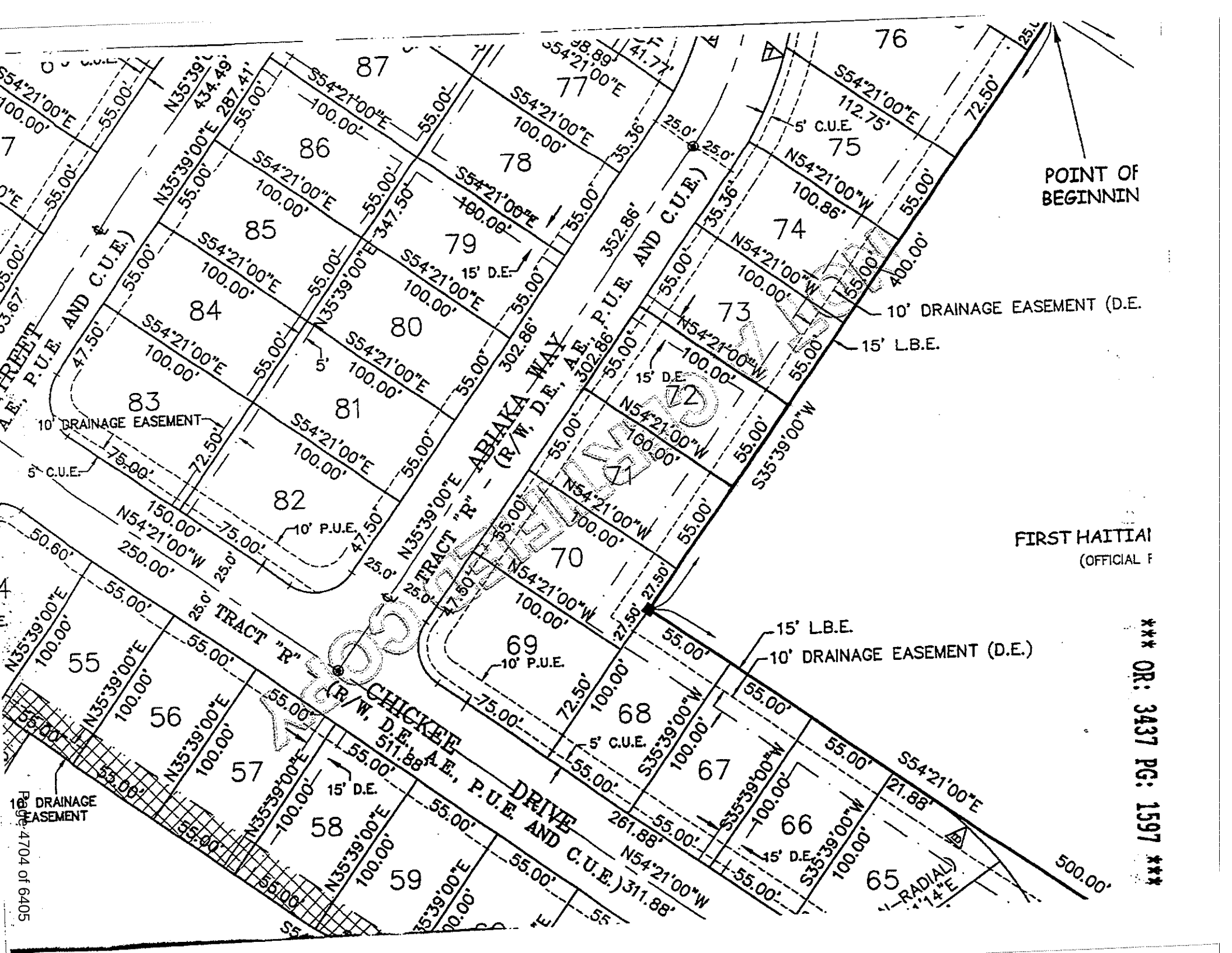
Lot 72, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


POINT OF BEGINNIN
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15' L.B.E.
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*** OR: 3437 PG: 1597 ***
ABIAKA WAY (R/W, D.E., A.E., P.U.E AND C.U.E.)
TRACT "R" (R/W, D.E., A.E., P.U.E AND C.U.E.)
CHICKEE DRIVE
10' DRAINAGE EASEMENT
Page 4704 of 6405

L-7

3290397 OR: 3437 PG: 1598
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-014-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

ELECTRONICALLY RECORDED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

EXAMINED AND CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Blom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

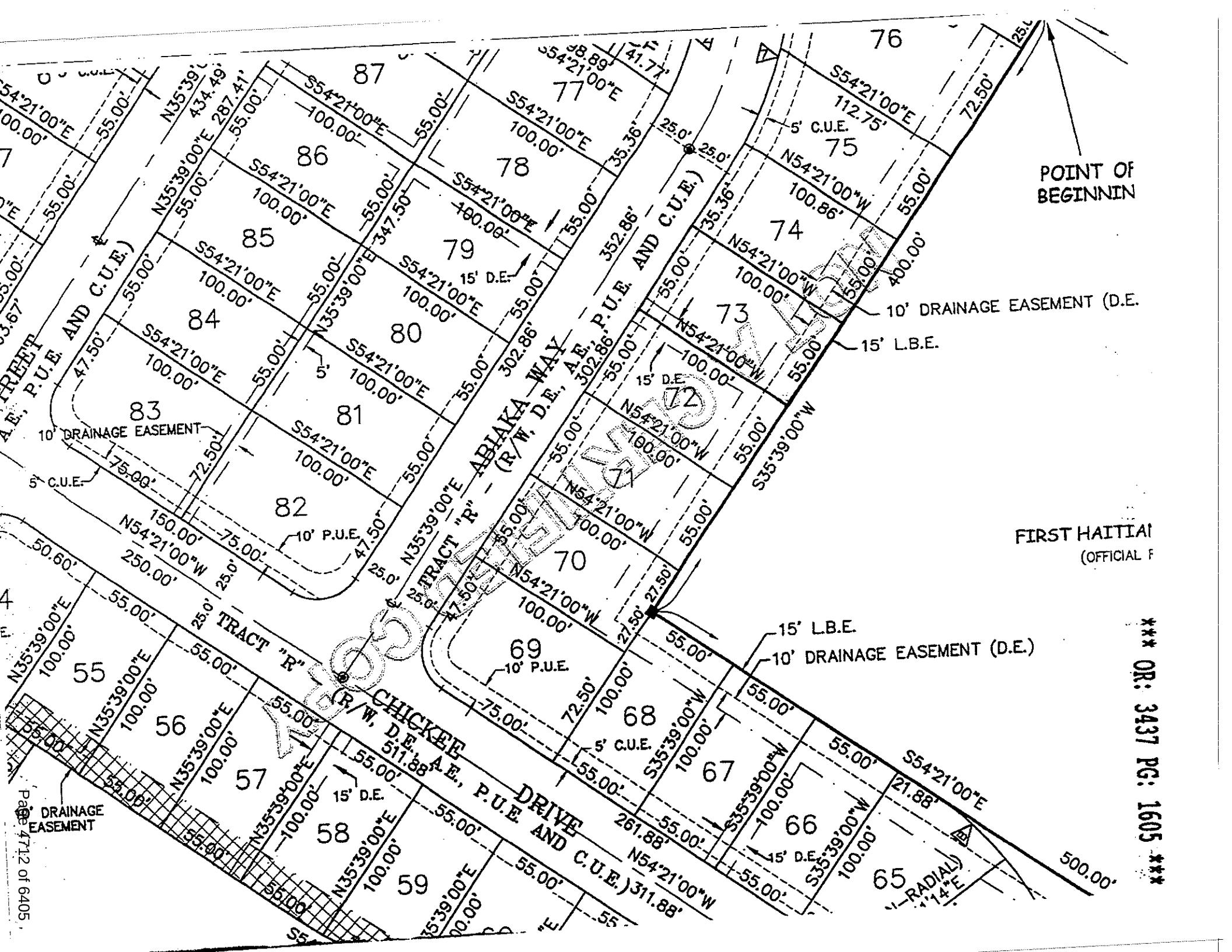
Lot 73, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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15' L.B.E.
10' DRAINAGE EASEMENT (D.E.)
TRACT "R" - ABIAKA WAY (R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R" - CHICKEE DRIVE (R/W, D.E., A.E., P.U.E. AND C.U.E.)
10' DRAINAGE EASEMENT
10' P.U.E.
15' D.E.
5' C.U.E.
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75.00'
150.00'
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261.88'
311.88'
500.00'
400.00'
347.50'
352.86'
302.86'
287.41'
434.49'
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100.86'
190.00'
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*** OR: 3437 PG: 1605 ***
Page 4712 of 6405

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3290398 OR: 3437 PG: 1606
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-015-IF

This space for recording

NOT OFFICIALLY RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

VERIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT CERTIFIED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

EXECUTED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY NOT CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

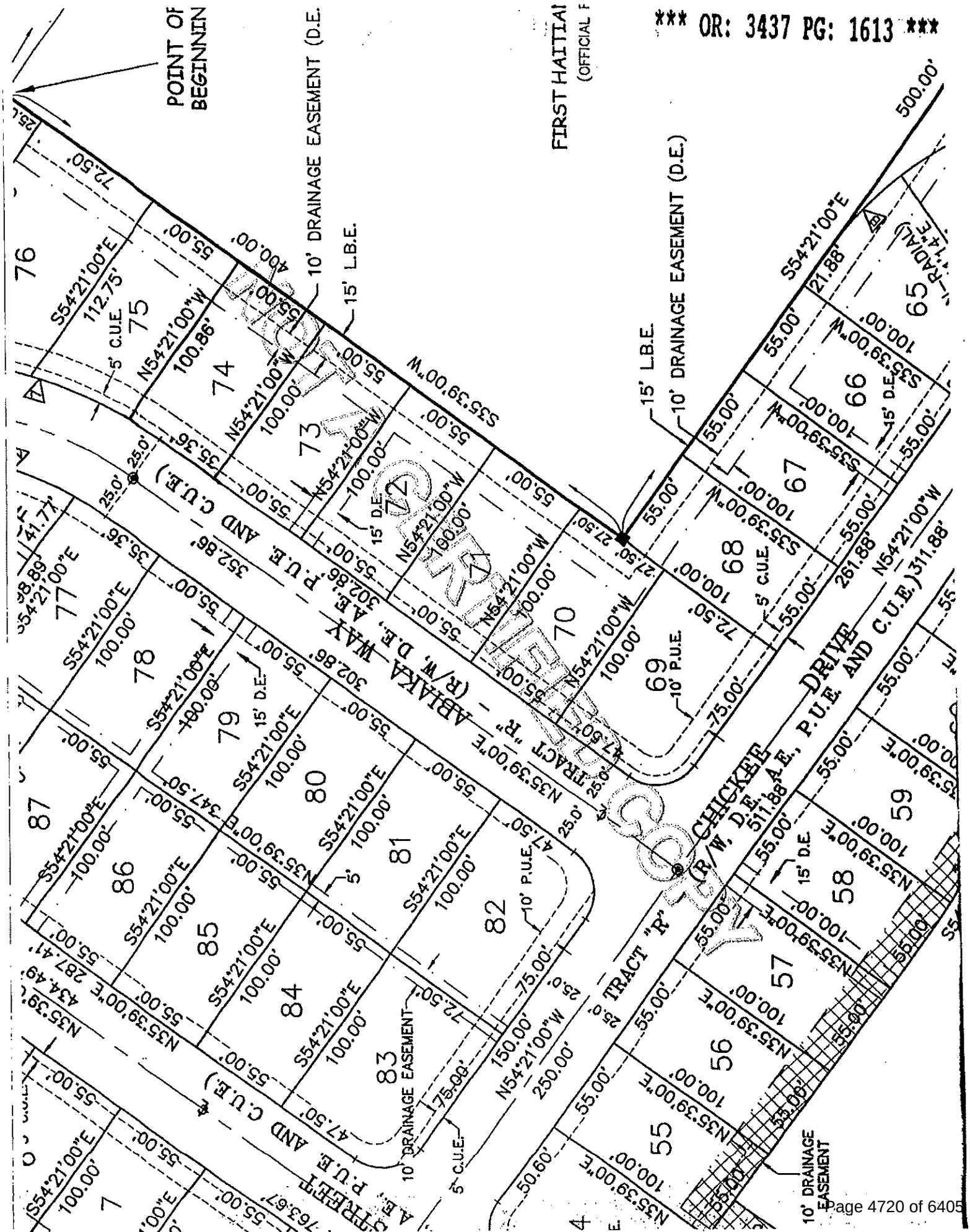
Lot 74, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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15' L.B.E.
10' DRAINAGE EASEMENT (D.E.)
TRACT "R" - ABIAKA WAY (R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R" - CHICKEE DRIVE (R/W, D.E., A.E., P.U.E. AND C.U.E.)
10' DRAINAGE EASEMENT
10' DRAINAGE EASEMENT
5' C.U.E.
15' D.E.
10' P.U.E.
N54°21'00"W
S54°21'00"E
N35°39'00"E
S35°39'00"W
500.00'
261.88'
311.88'
250.00'
150.00'
352.86'
302.86'
347.50'
287.41'
434.49'
763.67'
50.60'
112.75'
100.86'
100.00'
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L-7

3290399 OR: 3437 PG: 1614
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-016-IF

This space for recording

UNOFFICIAL DOCUMENT

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

AGREEMENT ONLY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY NOT CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 75, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

	Type of Impact Fee	Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
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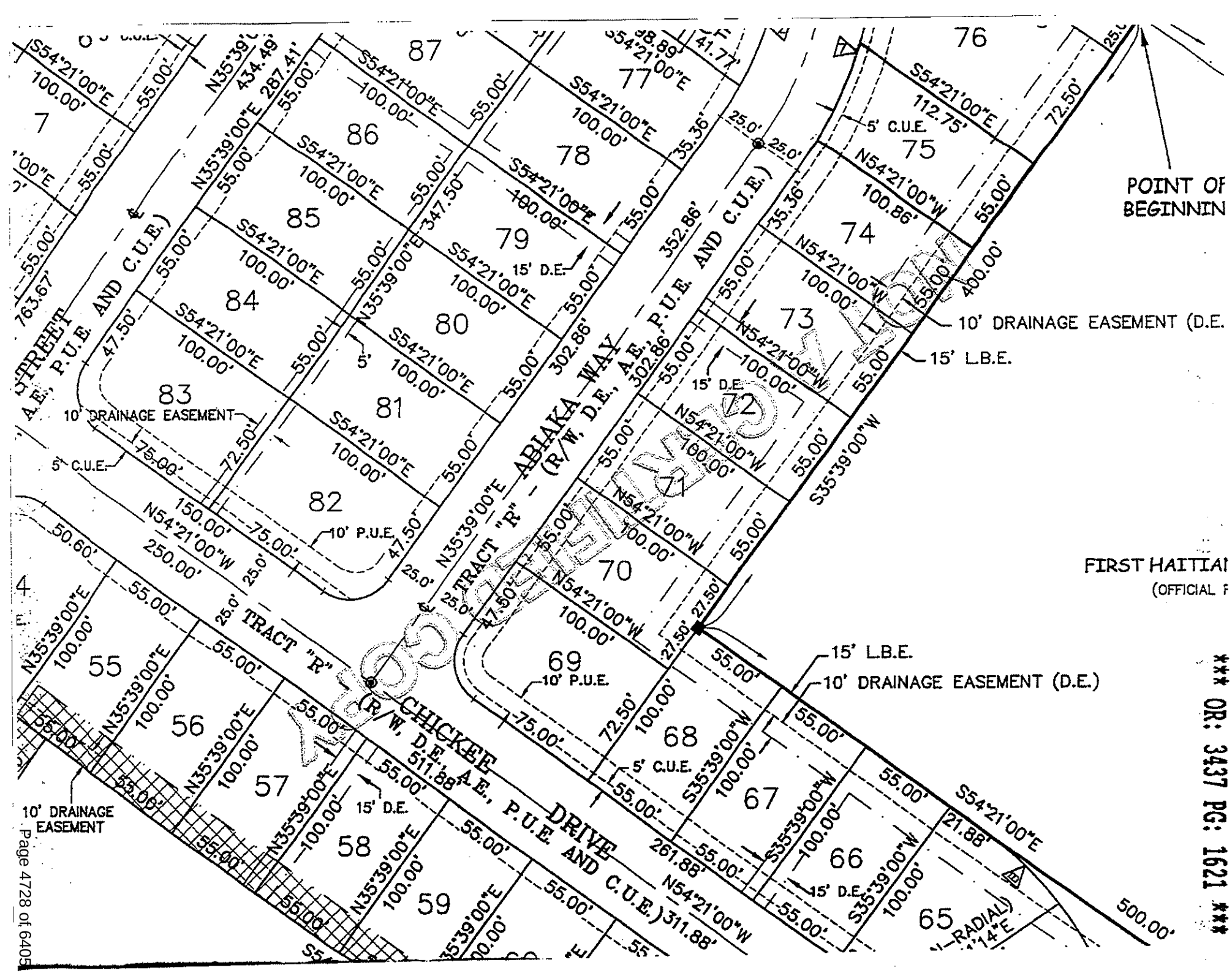
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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15' L.B.E.
ABIAKA WAY
(R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R"
CHICKEE DRIVE
(R/W, D.E., A.E., P.U.E. AND C.U.E.)
10' DRAINAGE EASEMENT
10' P.U.E.
5' C.U.E.
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*** OR: 3437 PG: 1621 ***

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3290400 OR: 3437 PG: 1622
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BHARD 403-2338

File# 04-017-IF

This space for recording

NOT OFFICIALLY RECORDED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT OFFICIAL RECORD

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8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
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    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

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NOT OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 76, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

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H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

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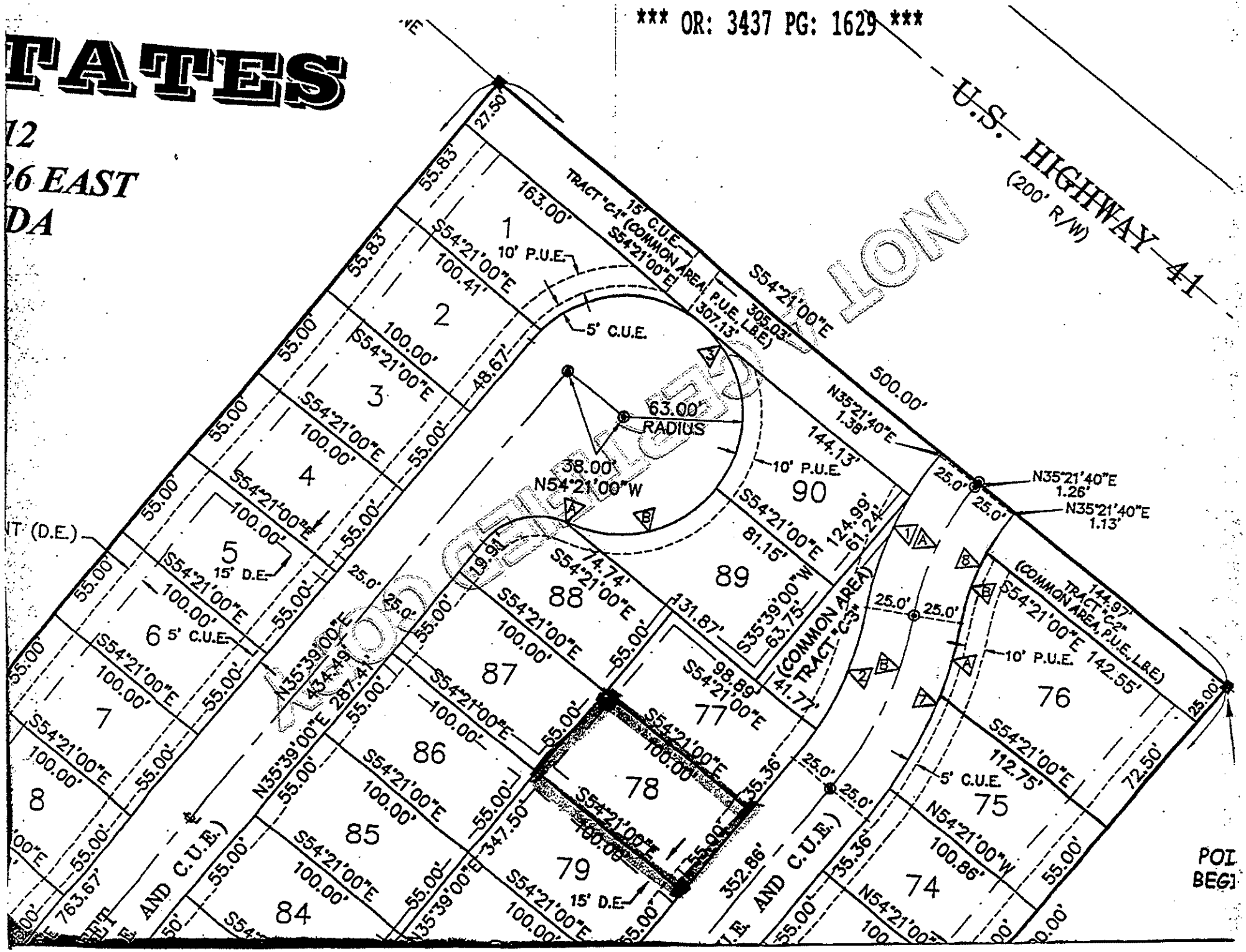

WOODFIELD PLANTATION

L-7

3290401 OR: 3437 PG: 1630
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

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Ass't. Collier County Att'y.
3301 Tamiami Trail East
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Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-018-IF

This space for recording

NOT OFFICIAL UNTIL SIGNED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

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RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

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EXECUTED COPY

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c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DIGITALLY RECORDED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 77, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

TATES

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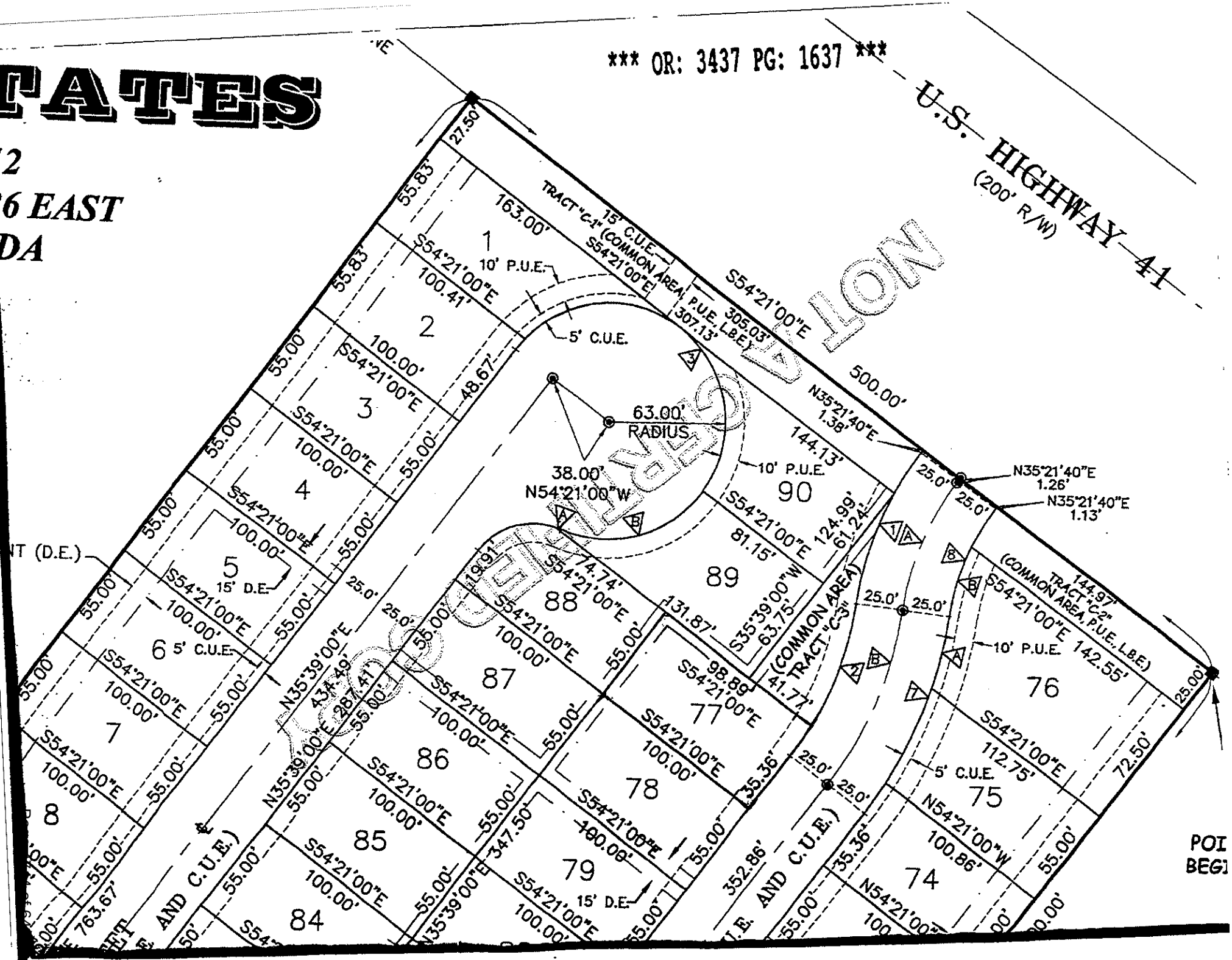

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3290402 OR: 3437 PG: 1638
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-019-IF

This space for recording

NOT A CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL DOCUMENT

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

EXAMPLE ONLY NOT RECORDED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 78, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**

TATES

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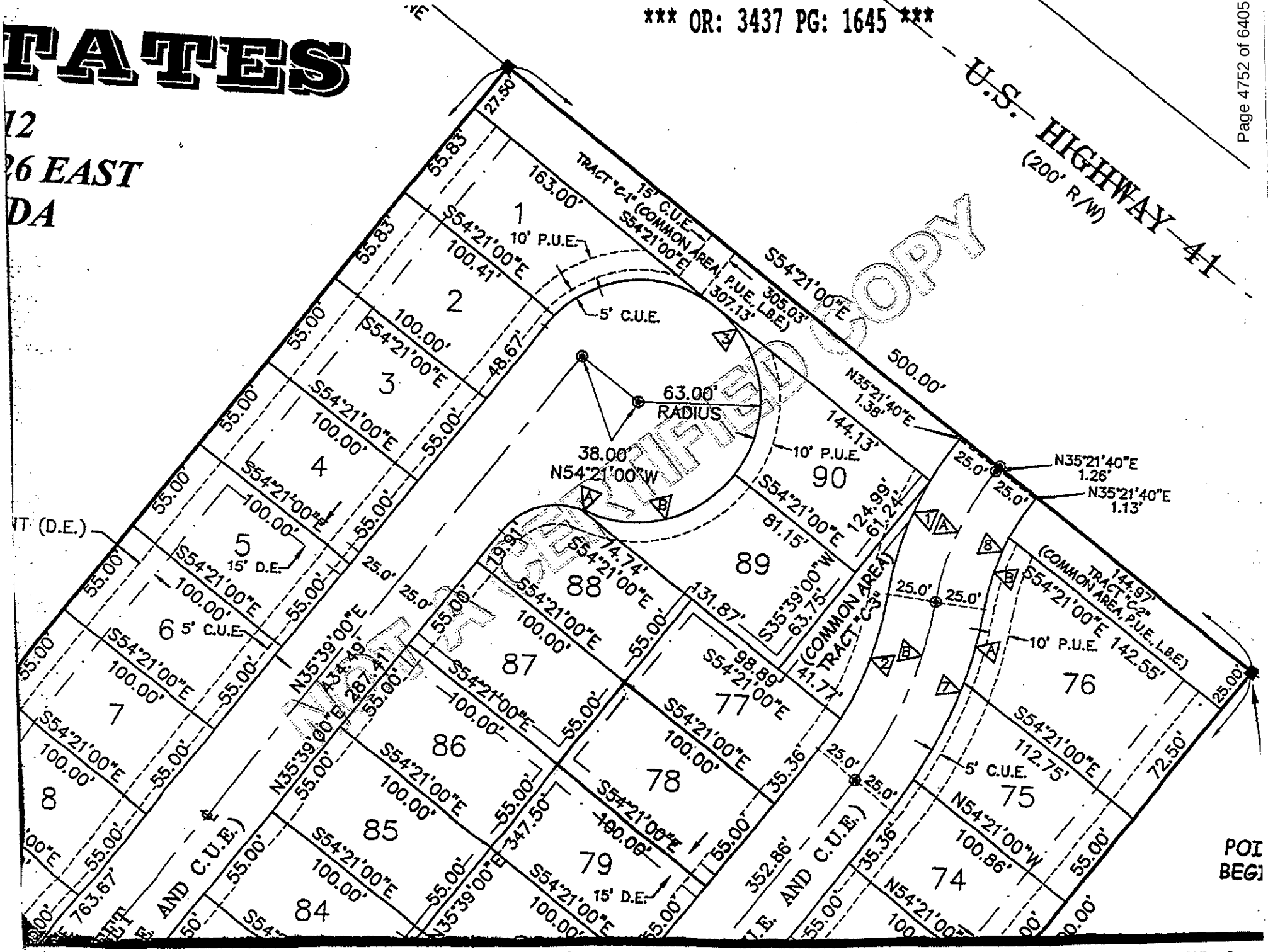

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CERTIFIED COPY

L-7

3290403 OR: 3437 PG: 1646
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-020-IF

This space for recording

NOT OFFICIAL RECORD

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY RECEIVED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

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NOT OFFICIAL DOCUMENT

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Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 79, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

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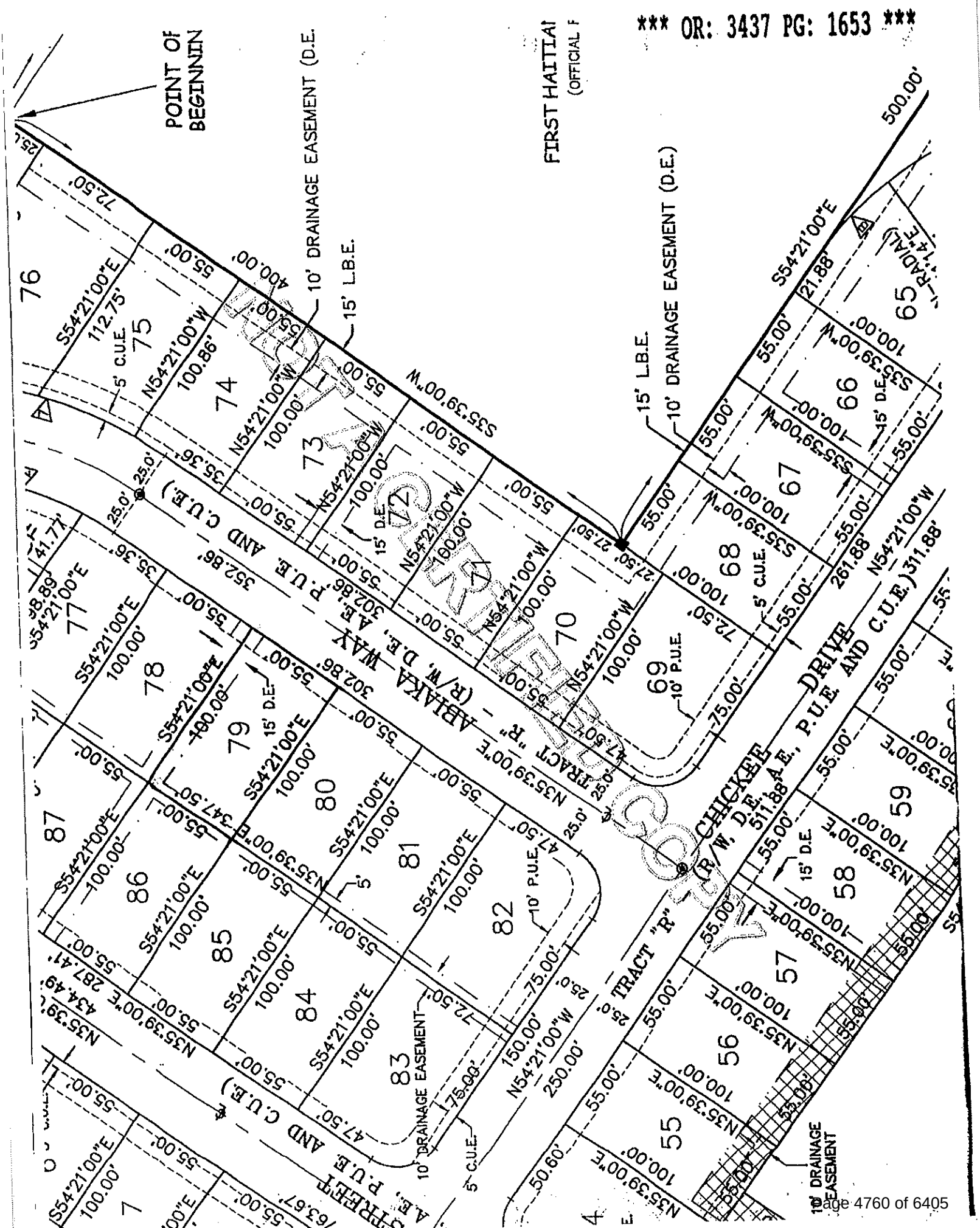
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


POINT OF BEGINNIN
10' DRAINAGE EASEMENT (D.E.
15' L.B.E.
FIRST HAITIAI
(OFFICIAL F
15' L.B.E.
10' DRAINAGE EASEMENT (D.E.)
500.00'
S54°21'00"E
N54°21'00"W
S35°39'00"W
N35°39'00"E
TRACT "R" - ABIAKA WAY (R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R" - CHICKEE DRIVE (R/W, D.E., A.E., P.U.E. AND C.U.E.)
10' DRAINAGE EASEMENT
15' D.E.
5' C.U.E.
10' P.U.E.
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3290404 OR: 3437 PG: 1654
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-021-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

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payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

UNOFFICIAL DOCUMENT

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

SCANNED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgment

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

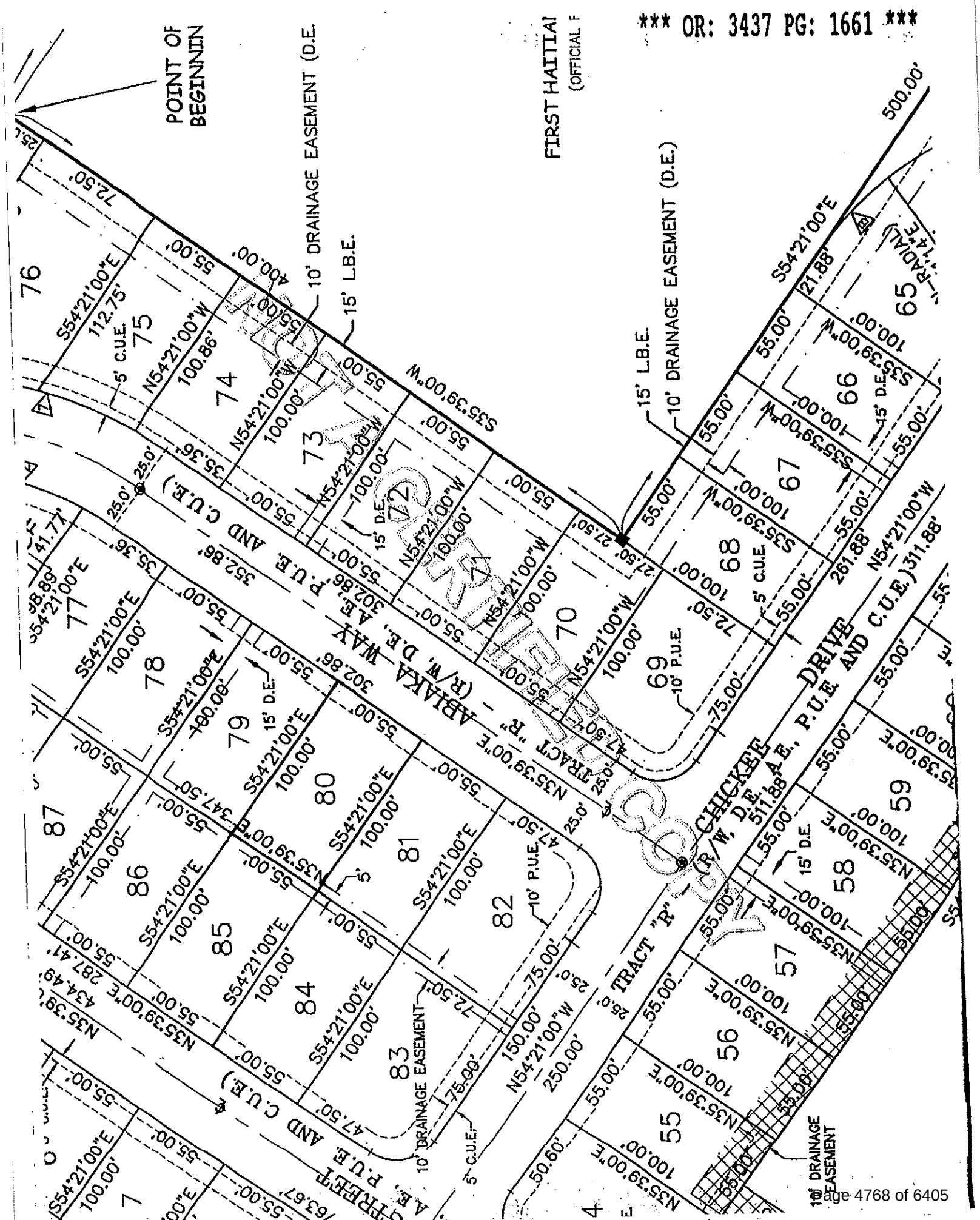
Lot 80, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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15' L.B.E.
10' DRAINAGE EASEMENT (D.E.)
500.00'
S54°21'00"E
112.75'
N54°21'00"W
100.86'
5' C.U.E.
S35°39'00"W
N54°21'00"W
100.00'
15' D.E.
S54°21'00"E
21.88'
S35°39'00"W
100.00'
55.00'
TRACT "R" - ABIAKA WAY (R/W, D.E., A.E., P.U.E. AND C.U.E.)
N35°39'00"E
302.86'
352.86'
347.50'
25.0'
10' P.U.E.
5'
TRACT "R" - CHICKEE DRIVE (R/W, D.E., A.E., P.U.E. AND C.U.E.)
N54°21'00"W
511.88'
261.88'
311.88'
N35°39'00"E
287.41'
434.49'
150.00'
250.00'
75.00'
72.50'
10' DRAINAGE EASEMENT
5' C.U.E.
50.60'
10' DRAINAGE EASEMENT
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3290405 OR: 3437 PG: 1662
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-022-IF

This space for recording

NOT OFFICIAL UNTIL SIGNED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 24th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

EXECUTED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

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7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

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a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

ELECTRONICALLY RECORDED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100392
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 81, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
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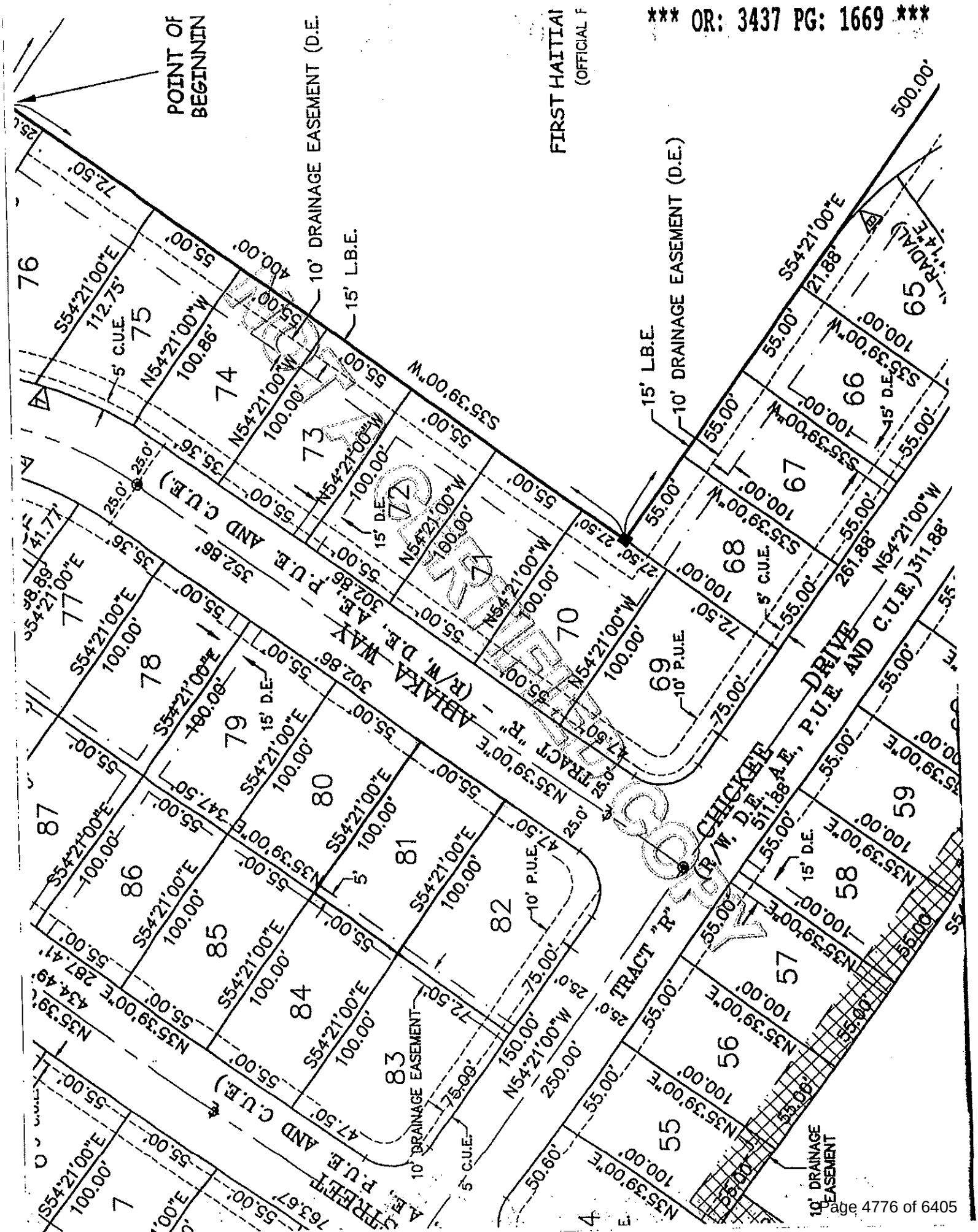
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**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15' L.B.E.
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352.86'
302.86'
347.50'
287.41'
434.49'
763.67'
50.60'
21.88'
55.00'
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3290406 OR: 3437 PG: 1670
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/05/2003 at 10:23AM DWIGHT B. BROCK, CLERK
REC FEE 37.50

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
PICK UP
LAUREN BEARD 403-2338

File# 04-023-IF

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WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

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    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

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c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

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7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

ELECTRONICALLY RECORDED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

DO NOT RELEASE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Cheryl Malone

Print Name Cheryl Malone

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 24 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 4th day of November, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

NOT A CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

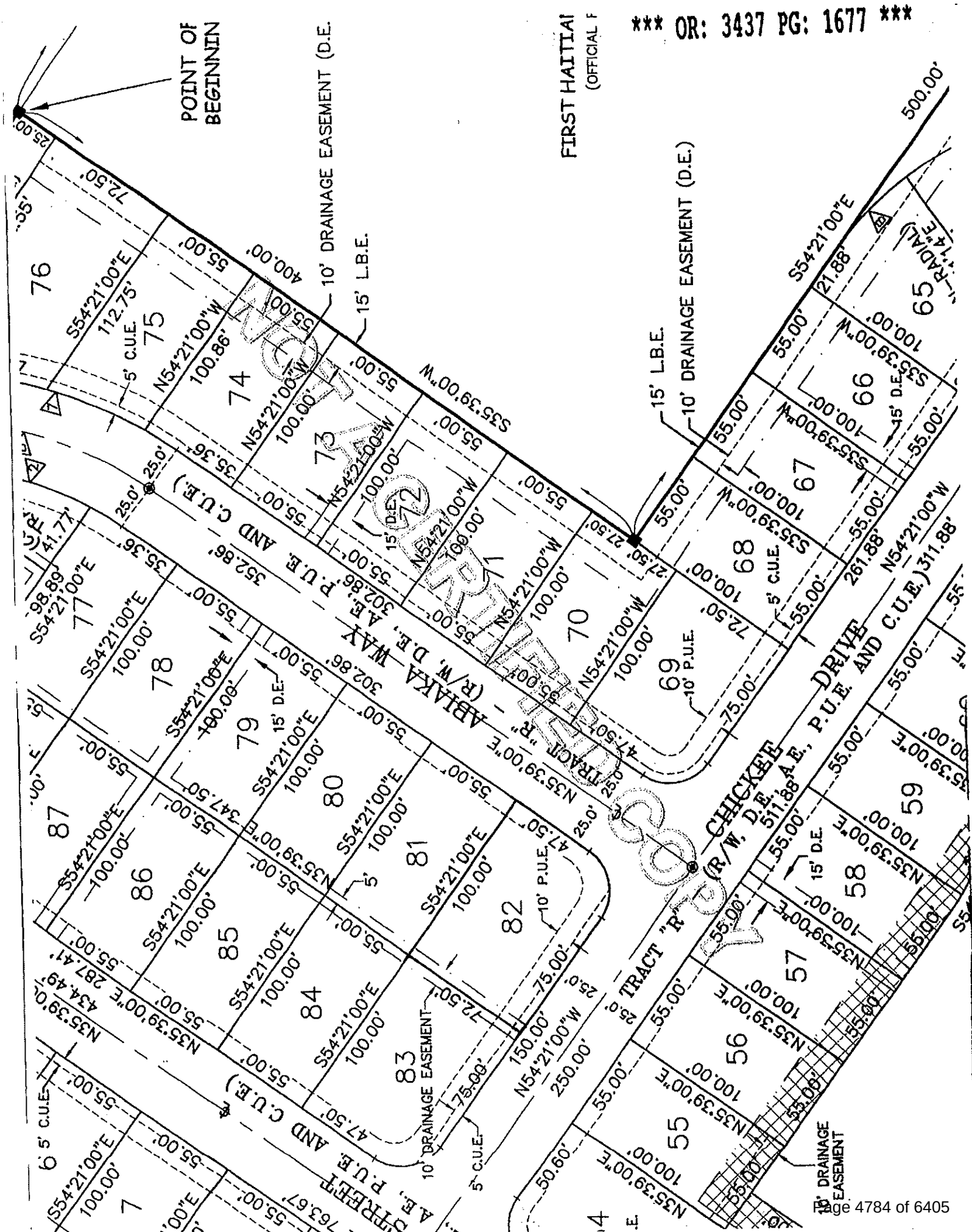
Lot 82, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


POINT OF BEGINNIN
10' DRAINAGE EASEMENT (D.E.
15' L.B.E.
FIRST HAITIAI
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15' L.B.E.
10' DRAINAGE EASEMENT (D.E.)
500.00'
S54°21'00"E
112.75'
N54°21'00"W
100.86'
S35°39'00"W
400.00'
5' C.U.E.
15' D.E.
10' P.U.E.
ABIAKA WAY
(R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R"
CHICKEE DRIVE
(R/W, D.E., A.E., P.U.E. AND C.U.E.)
N54°21'00"W
311.88'
261.88'
N35°39'00"E
347.50'
302.86'
352.86'
287.41'
434.49'
763.67'
150.00'
250.00'
50.60'
10' DRAINAGE EASEMENT
5' C.U.E.
15' D.E.
10' DRAINAGE EASEMENT
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3275572 OR: 3418 PG: 1072
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2330)

File# 03-206-IF

This space for recording

NOT OFFICIAL DOCUMENT

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT OFFICIAL DOCUMENT

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

RECORDED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission #
Expires April 24, 2006
Bonded Thru

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

OFFICIAL RECORDS

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

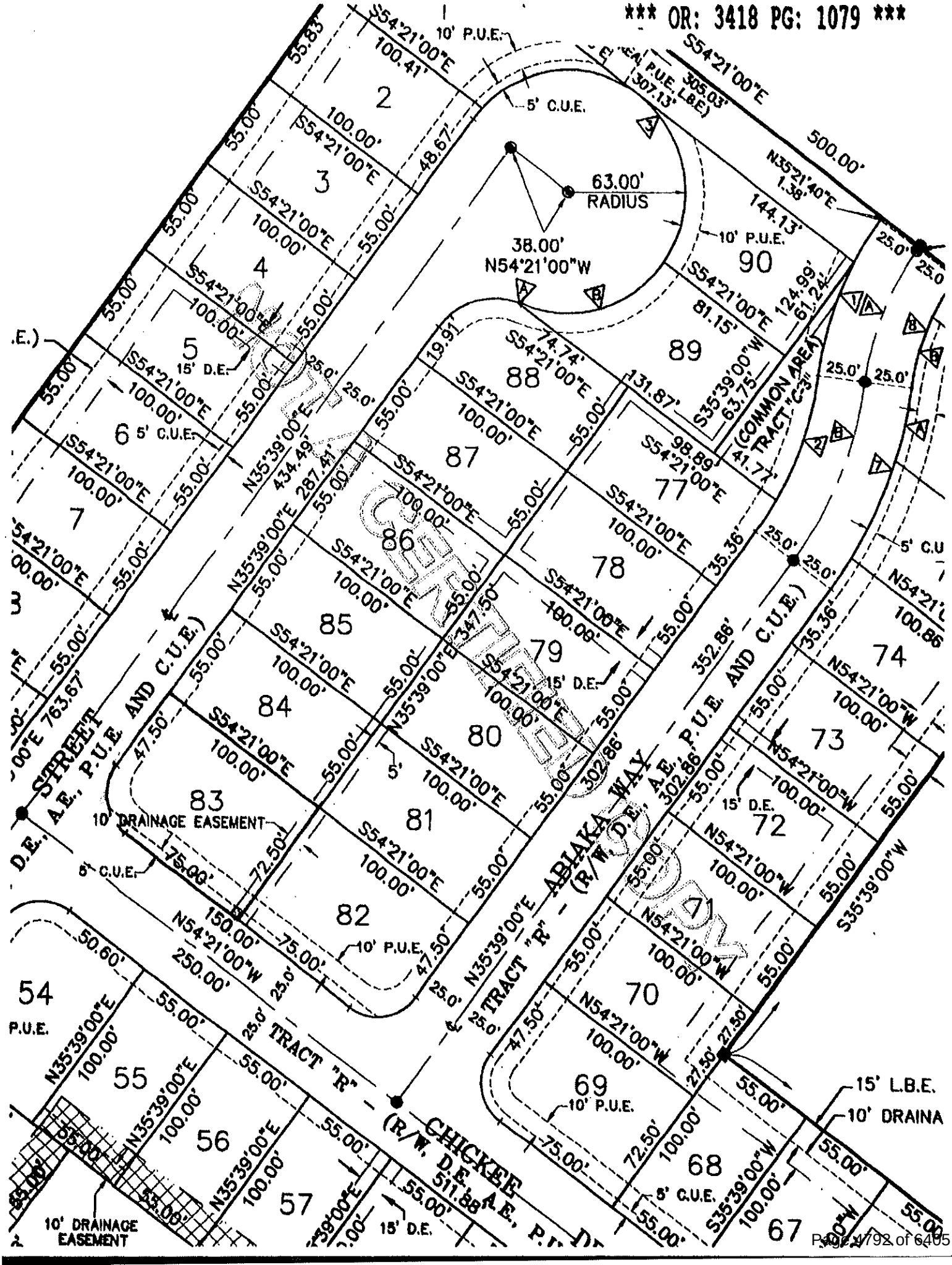
Lot 83, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



63.00' RADIUS
38.00' N54°21'00"W
10' P.U.E.
5' C.U.E.
15' D.E.
10' DRAINAGE EASEMENT
(COMMON AREA) TRACT "C-3"
TRACT "R" - ABIAKA WAY (R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R" - CHICKEE (R/W, D.E., A.E., P.U.E. AND C.U.E.)
STREET
D.E., A.E., P.U.E. AND C.U.E.)
15' L.B.E.
10' DRAINA
S54°21'00"E
S35°39'00"W
N35°39'00"E
N54°21'00"W
N35°21'40"E
S35°39'00"W

3275573 OR: 3418 PG: 1080
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-207-IF

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NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SIGNED RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

SCANNED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blan

Print Name Stephen Dompsey

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

RETURNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

Lot 84, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
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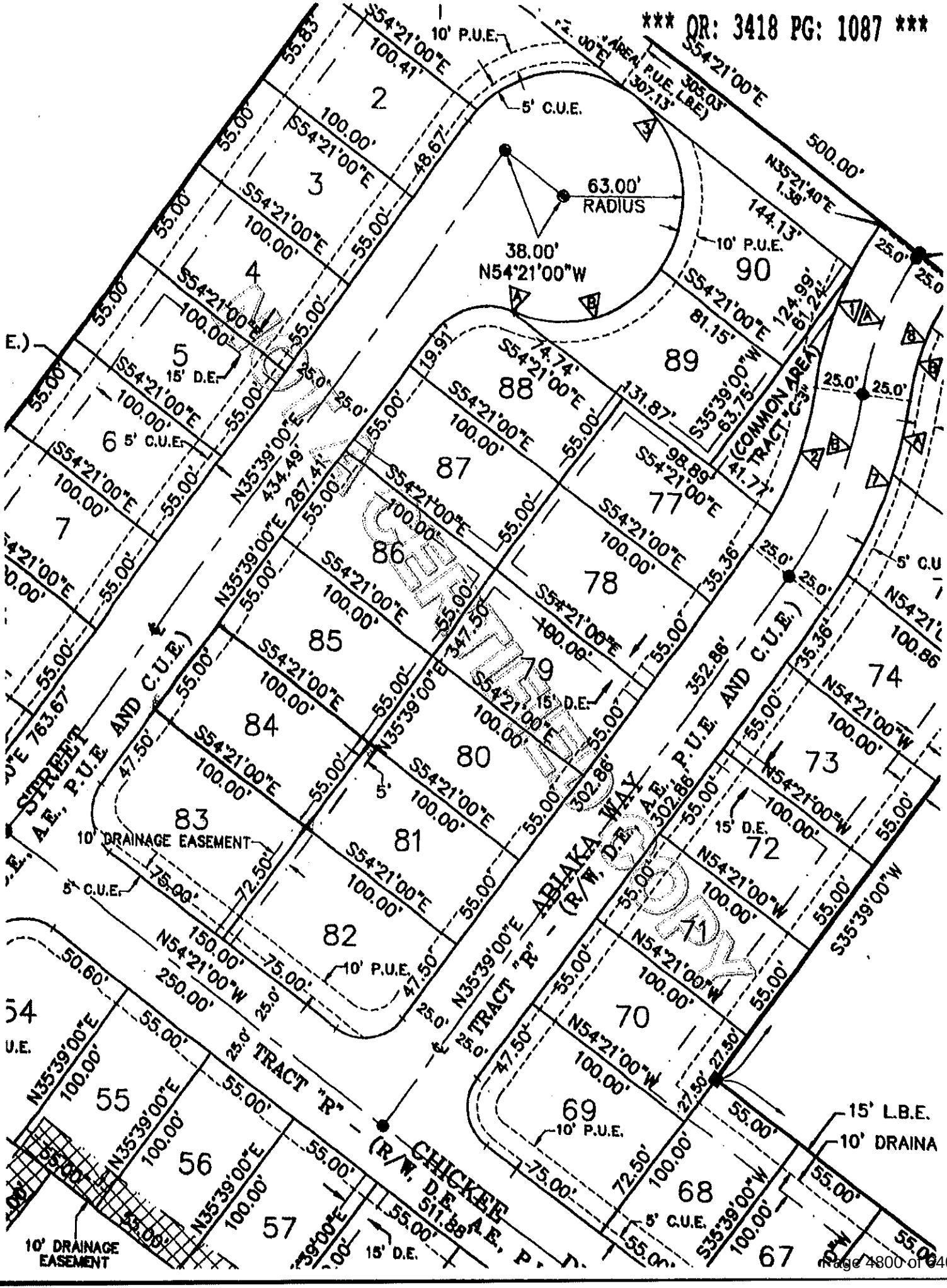
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**


63.00' RADIUS
38.00' N54°21'00"W
10' P.U.E.
5' C.U.E.
15' D.E.
10' DRAINAGE EASEMENT
15' L.B.E.
10' DRAINA
ABIAKA WAY
(R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R"
CHICKEE
(R/W, D.E., A.E., P.U.E. AND C.U.E.)
(COMMON AREA) TRACT "C-3"
S54°21'00"E
N54°21'00"W
N35°39'00"E
S35°39'00"W
N35°21'40"E
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3275574 OR: 3418 PG: 1088
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BRAND(403-2338)

File# 03-208-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

RECORDED ONLY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

FOR CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

RECEIVED FOR RECORD

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

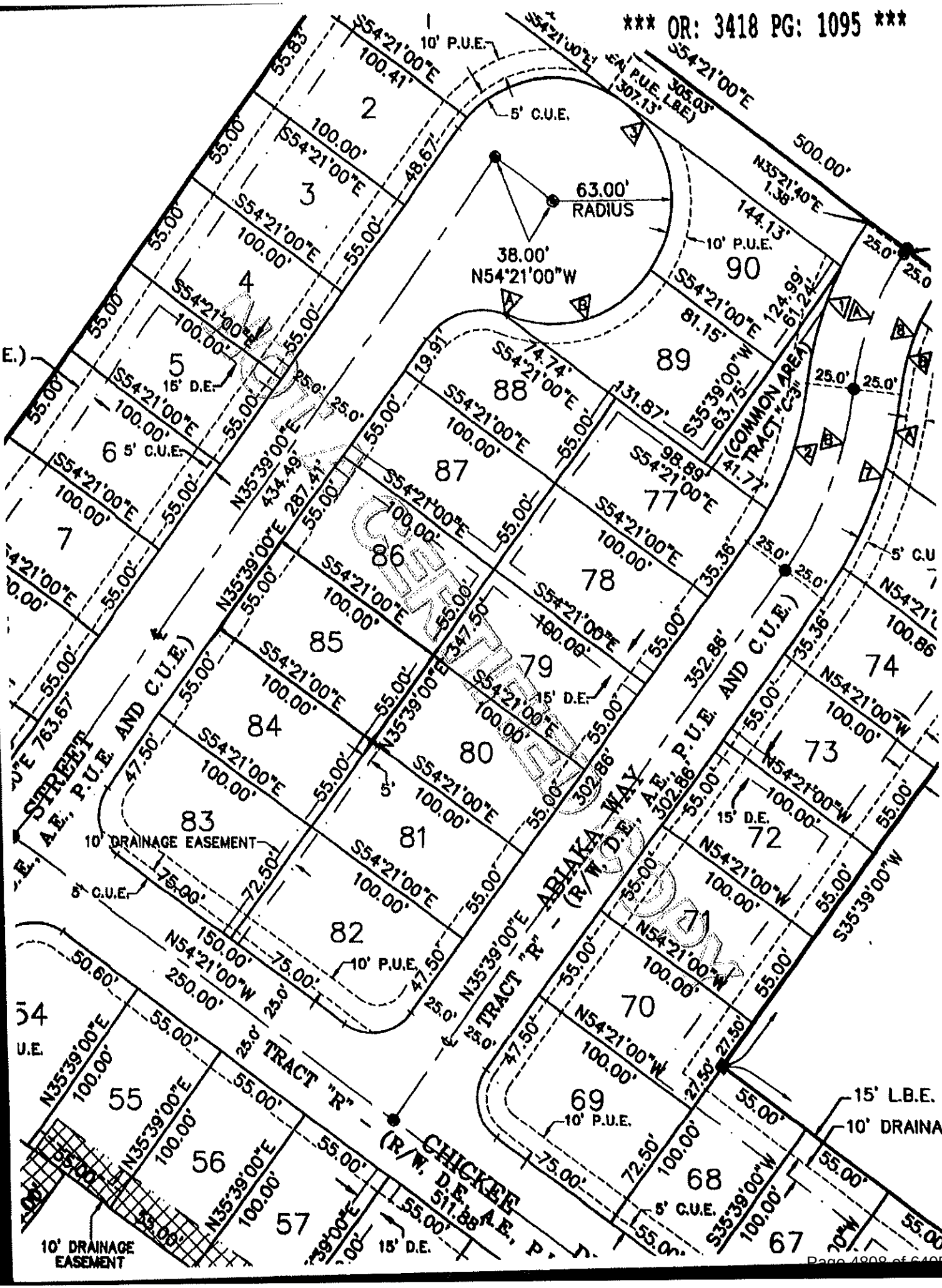
Lot 85, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



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TRACT "C-3"
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287.41'
763.67'
STREET
A.E., P.U.E. AND C.U.E.)
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TRACT "R"
47.50'
10' DRAINAGE EASEMENT
5' C.U.E.
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3275575 OR: 3418 PG: 1096
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-209-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

EXECUTED COPY

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette J. Bloom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100312
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

DOCUMENT NOT OFFICIALLY RECORDED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

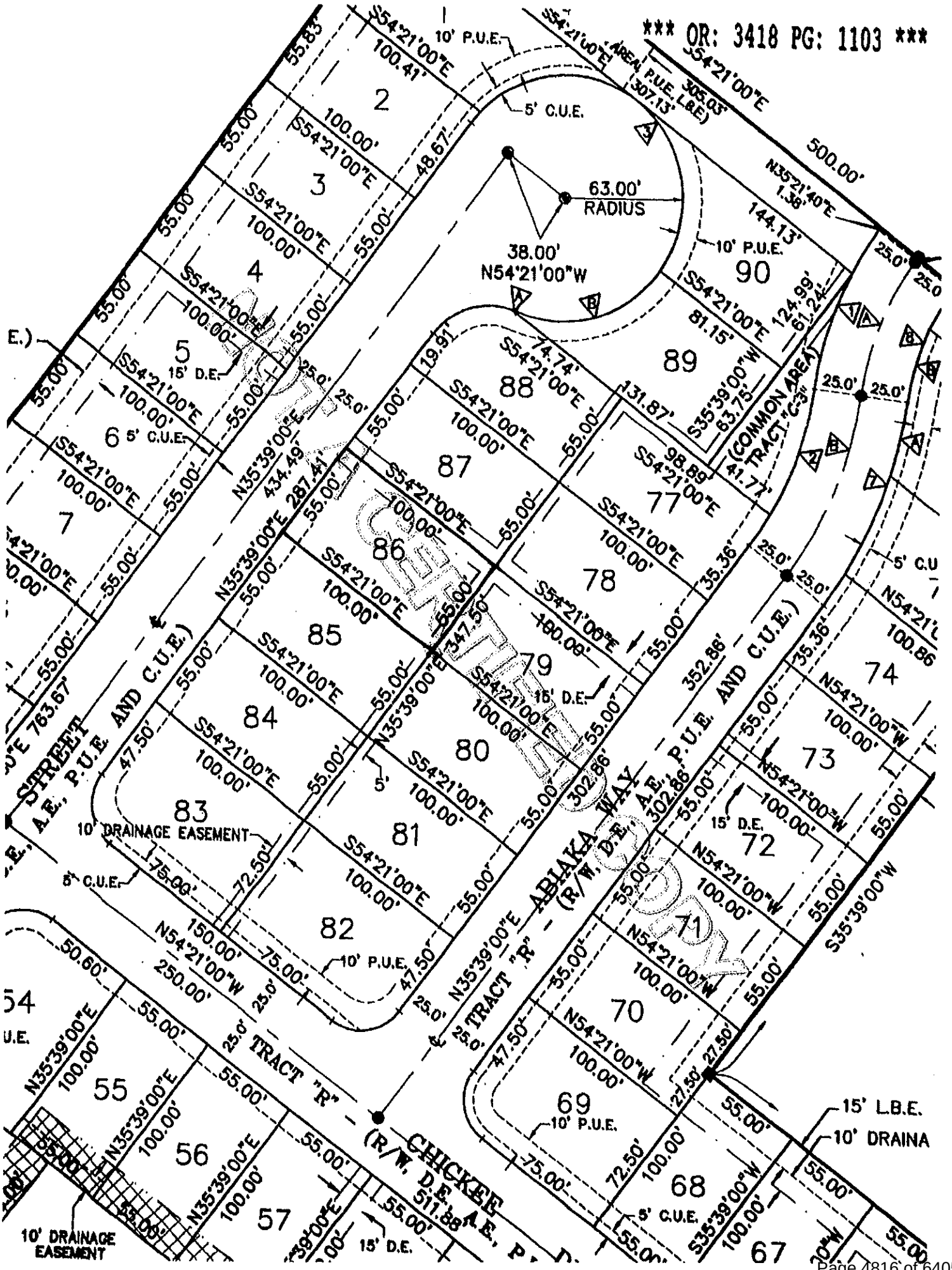
Lot 86, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



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3275576 OR: 3418 PG: 1104
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
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Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAURIE BEARD(403-2338)

File# 03-210-IF

This space for recording

NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

NOT CERTIFIED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL RECORD

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT OFFICIAL RECORD

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD100342
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

RECORDED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

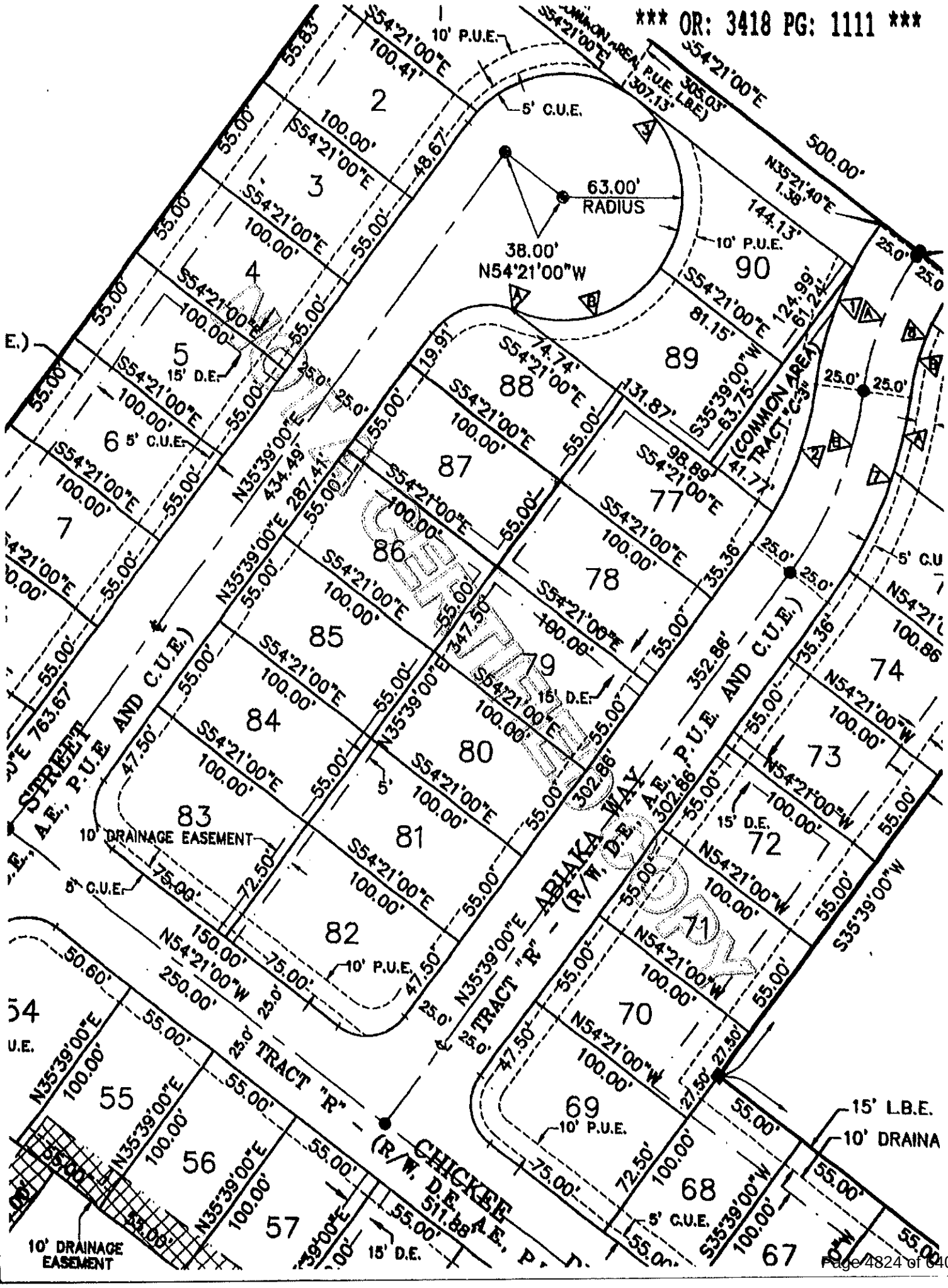
Lot 87, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



63.00' RADIUS
38.00' N54°21'00"W
10' P.U.E.
5' C.U.E.
15' D.E.
10' DRAINAGE EASEMENT
(COMMON AREA) TRACT "C-3"
TRACT "R" - ABIAKA WAY (R/W, D.E., A.E., P.U.E. AND C.U.E.)
TRACT "R" - CHICKEE (R/W, D.E., A.E., P.U.E. AND C.U.E.)
STREET
A.E., P.U.E AND C.U.E.)
15' L.B.E.
10' DRAINA

3275577 OR: 3418 PG: 1112
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-211-IF

This space for recording

NOT OFFICIAL UNTIL SIGNED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 16th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

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payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

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One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.
9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns
10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.
11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:
    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

RECORDED ORIGINAL

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

EXECUTED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Blom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Notary Public, State of Florida
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By: _____
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval:

Denton Baker, Director of
Financial Administration & Housing

CERTIFIED COPY

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

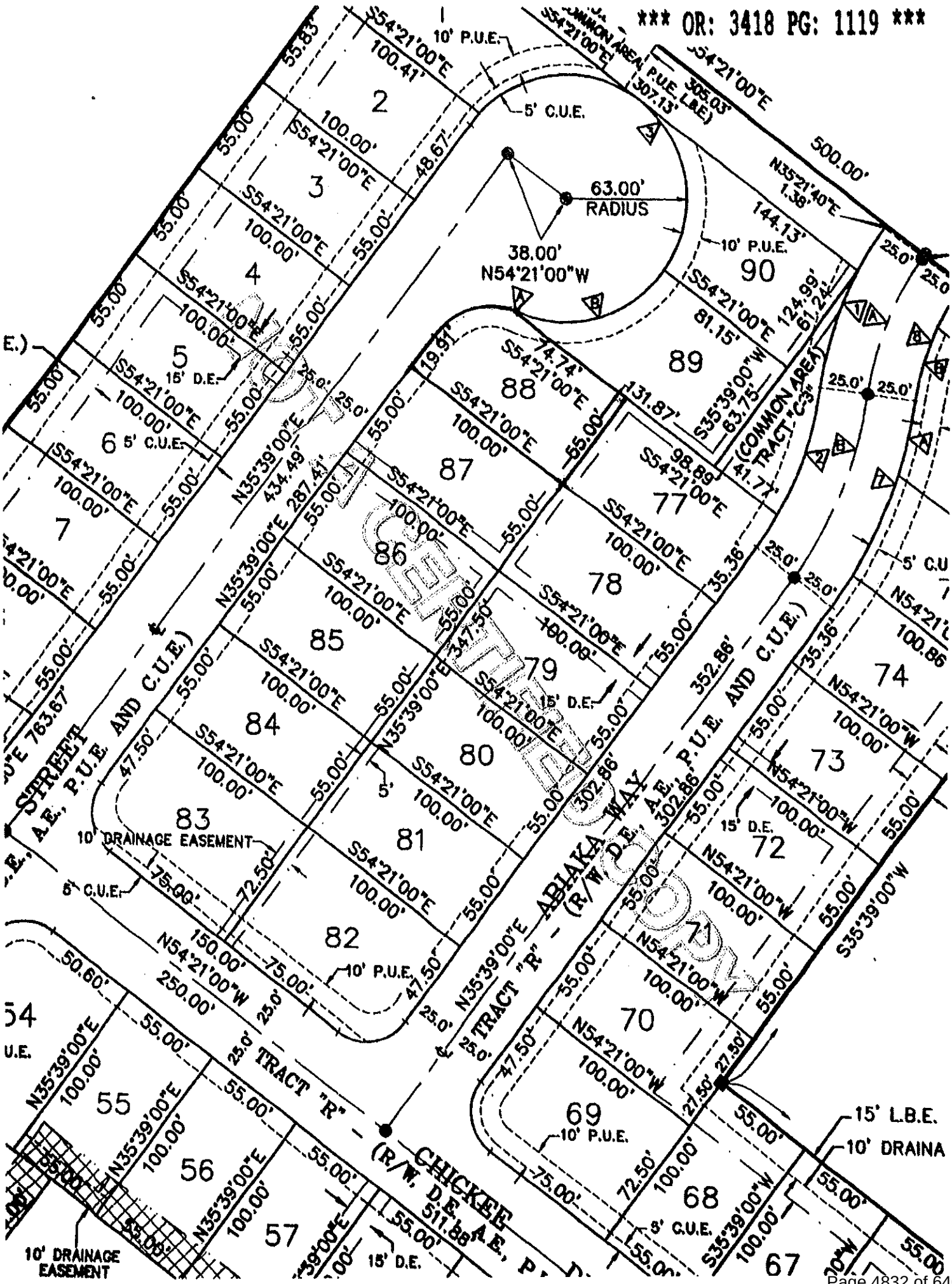
Lot 88, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



63.00' RADIUS
38.00' N54°21'00"W
10' P.U.E.
5' C.U.E.
15' D.E.
15' L.B.E.
10' DRAINA
10' DRAINAGE EASEMENT
(COMMON AREA) TRACT "C-3"
ABIAKA WAY - TRACT "R" - (R/W, D.E., A.E., P.U.E. AND C.U.E.)
CHICKEE STREET - TRACT "R" - (R/W, D.E., A.E., P.U.E. AND C.U.E.)
N35°21'40"E 1.38'
S54°21'00"E 500.00'
N54°21'00"W 250.00'
N35°39'00"E 434.49'
N35°39'00"E 287.41'
N35°39'00"E 347.50'
N35°39'00"E 302.86'
N35°39'00"E 511.88'
S35°39'00"W 63.75'
S35°39'00"W 352.86'
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3275578 OR: 3418 PG: 1120
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 0.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAURIE BEARD(403-2338)

File# 03-212-IF

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NOT CERTIFIED COPY

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

FOR RECORDED COPY

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT CERTIFIED COPY

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

NOT CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Print Name Juliette Bloom

Print Name STEPHEN DEMPSEY

Habitat for Humanity of Collier County, Inc.:

By: Samuel J. Durso, M.D., President

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]

Juliette J. Bloom
Commission # DD159084
Expires April 24, 2006
Bonded Thru

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

[NOTARIAL SEAL]

Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval:

Denton Baker, Director of
Financial Administration & Housing

SCANNED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

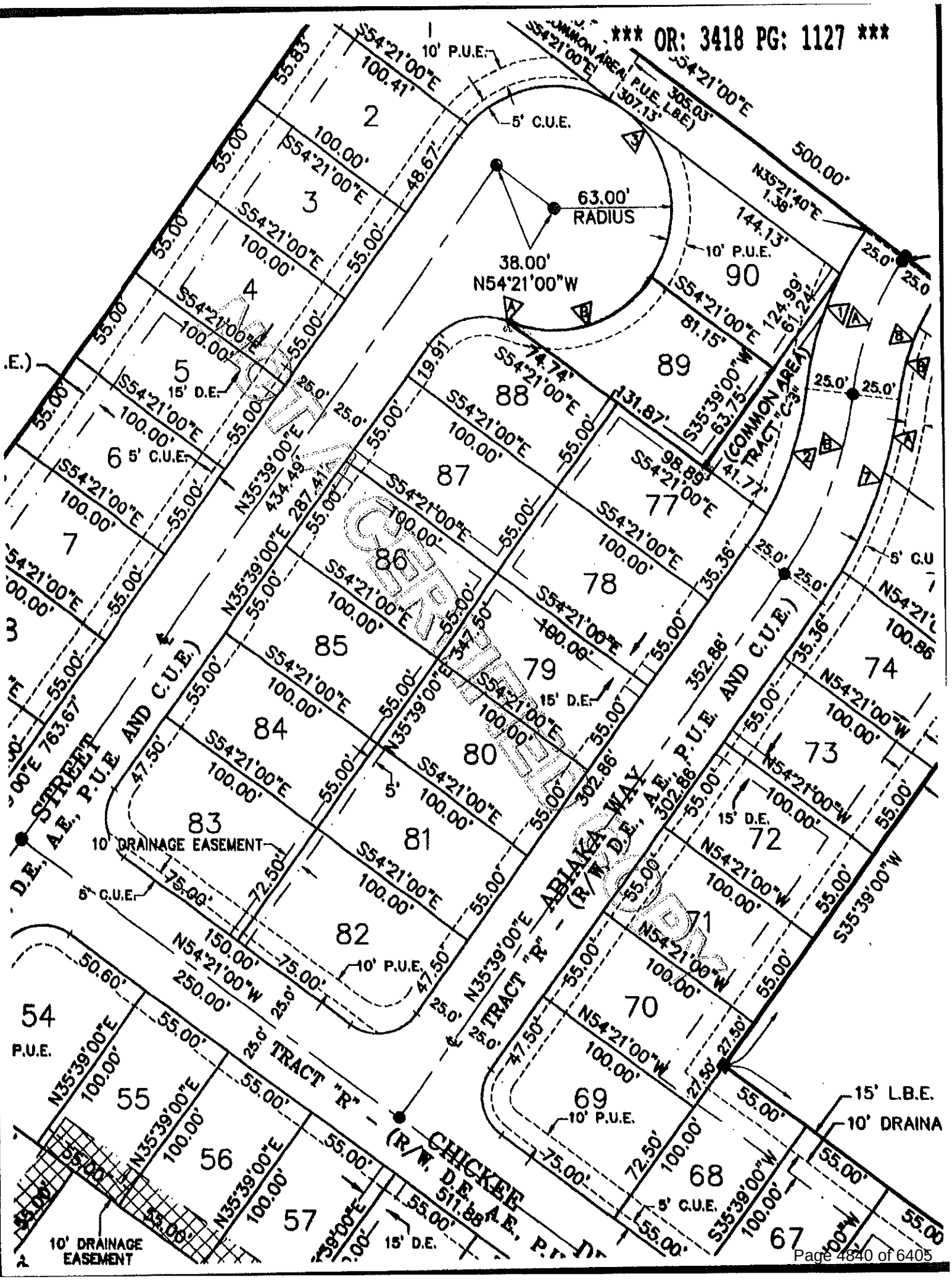
Lot 89, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



10' P.U.E.
5' C.U.E.
COMMON AREA, P.U.E. L.B.E.)
305.03'
307.13'
500.00'
N35°21'40"E
1.38'
144.13'
63.00'
RADIUS
38.00'
N54°21'00"W
10' P.U.E.
90
S54°21'00"E
81.15'
124.99'
61.24'
89
S35°39'00"W
63.75'
(COMMON AREA)
TRACT "C-3"
41.77'
98.89'
131.87'
74.74'
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15' D.E.
5' C.U.E.
N35°39'00"E
434.49'
287.41'
N35°39'00"E
763.67'
STREET
D.E., A.E., P.U.E AND C.U.E.)
10' DRAINAGE EASEMENT
ABIAKA WAY
TRACT "R" - (R/W, D.E., A.E., P.U.E AND C.U.E.)
N35°39'00"E
302.86'
352.86'
N54°21'00"W
250.00'
150.00'
75.00'
72.50'
47.50'
50.60'
TRACT "R" - (R/W, D.E., A.E., P.U.E.
CHICKEE
511.88'
15' L.B.E.
10' DRAINA
S35°39'00"W
N35°39'00"E
100.00'
55.00'
55.83'
48.67'
19.91'
347.50'
35.36'
25.0'
27.50'

3275579 OR: 3418 PG: 1128
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/09/2003 at 01:26PM DWIGHT B. BROCK, CLERK
REC FEE 37.50
COPIES 8.00

Prepared by:

Patrick G. White
Ass't. Collier County Att'y.
3301 Tamiami Trail East
Naples, FL 34112

Retn:
FINANCIAL ADMIN & HOUSING
INTEROFFICE
ATTN: LAUREN BEARD(403-2338)

File# 03-213-IF

This space for recording

NOT OFFICIAL UNTIL RECORDED

AGREEMENT FOR DEFERRAL OF 100% OF COLLIER COUNTY IMPACT FEES FOR SINGLE-FAMILY AFFORDABLE HOUSING DWELLING

This Agreement for the Deferral of 100% of Impact Fees is entered into this 6th day of October, 2003 by and between Collier County, a political subdivision of the State of Florida, through its the Board of County Commissioners, hereinafter referred to as "COUNTY," and Habitat for Humanity of Collier County, Inc., hereinafter referred to as "OWNER," collectively stated as the "Parties."

RECITALS:

WHEREAS, Collier County Ordinance No. 2001-12, the Collier County Consolidated Impact Fee Ordinance, as amended by 2002-34, and as it may be further amended from time to time, hereinafter collectively referred to as "Impact Fee Ordinance," provides for deferrals of impact fees for new owner-occupied dwelling units qualifying as affordable housing; and

WHEREAS, OWNER has applied for a deferral of 100% of impact fees as allowed by the Impact Fee Ordinance, and a copy of said application is on file in the office of Financial Administration and Housing Department; and

WHEREAS, the County Manager, or his designee, has reviewed the OWNER'S application and has found that it complies with the requirements for an affordable housing 100% deferral of impact fees as set forth in the Impact Fee Ordinance; and

WHEREAS, an impact fee deferral agreement may be presented in lieu of payment of the requisite impact fees subject to satisfaction of all criteria in the Impact Fee Ordinance qualifying the project as eligible for an impact fee deferral; and

WHEREAS, pursuant to Section 74-201, E.1.b. of the Impact Fee Ordinance, as codified in the County's Code of Laws and Ordinances (Code of Laws), the County Manager is authorized to execute certain Impact Fee Deferral Agreements; and

WHEREAS, the Impact Fee Ordinance requires that the OWNER enter into an Agreement with the COUNTY, and

WHEREAS, by signing this Agreement, the County Manager will approve a deferral of impact fees for OWNER in support of creating Affordable Housing.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. RECITALS INCORPORATED. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. LEGAL DESCRIPTION. The legal description of the dwelling unit and its site plan (the "Dwelling Unit") is attached as Exhibit "A," and is incorporated by reference herein.
3. TERM. The term of this Agreement is for no longer than a period of fifteen (15) years commencing from the date the certificate of occupancy is issued for the Dwelling Unit. During this term the Dwelling Unit must remain as affordable housing and may only be offered for sale in accordance with the standards set forth in the Impact Fee Ordinance and this Agreement.
4. REPRESENTATIONS AND WARRANTIES. The OWNER represents and warrants the following:
    a. OWNER's household earnings will not exceed the limit for low income as defined in the Impact Fee Ordinance, and the OWNER's monthly

SCANNED

payments to purchase and pay for the Dwelling Unit will remain within the affordable housing guidelines established in the Impact Fee Ordinance;

b. Owner is a first-time home buyer;

c. The Dwelling Unit is, and will remain, the homestead of the OWNER or any subsequent owner;

d. OWNER is the owner of record of the Dwelling Unit, and pursuant to the Impact Fee Ordinance owes impact fees in the total amount of $13,149.98, as set forth in attached Exhibit "B," incorporated by reference; and

e. In return for the COUNTY deferring repayment of 100% of the impact fees owed by OWNER until no later than the expiration of the TERM, OWNER further covenants and agrees to comply with the affordable housing impact fee deferral qualification criteria detailed in the Impact Fee Ordinance during the term of this Agreement.

5. SUBSEQUENT TRANSFER; REPAYMENT. If OWNER sells the Dwelling Unit which is subject to the impact fee deferral to a subsequent purchaser, the Dwelling Unit shall be sold only to persons or households meeting the deferral qualifying criteria set forth in the Impact Fee Ordinance. In the case of sale or transfer by gift of the Dwelling Unit, the original OWNER shall remain liable for the impact fees deferred until said impact fees are paid in full or until the conditions set forth in the Impact Fee Ordinance and this Agreement are satisfied.

6. AFFORDABLE REQUIREMENT. The Dwelling Unit must be utilized for affordable housing as defined in the Impact Fee Ordinance during the term of this Agreement; and if the Dwelling Unit ceases to be utilized for that purpose during such period, the full amount of the deferred impact fees shall be immediately repaid to the COUNTY.

7. LIEN. Owner agrees that, commencing on the effective date of this Agreement and continuing until paid or released, the dollar amount of deferred impact fee shall constitute and be a lien on the Dwelling Unit in the amount of Thirteen Thousand

NOT RECORDED

One Hundred Forty-Nine dollars and 98/100 ($13,149.98), as set forth in attached Exhibit "B." This lien may be foreclosed upon in the event of default under this Agreement. Provided that if the OWNER is the mortgagor, the COUNTY and OWNER agree that by, and in consideration of a suitable security collateral being provided by the OWNER to the COUNTY, then all of the COUNTY'S lien rights and interests arising under this Agreement are to be considered junior, inferior, and subordinate to each first mortgage on the Dwelling Unit. Except as elsewhere noted in this Agreement, and regardless of any foreclosure on the first mortgage or other security interest, such lien shall otherwise be superior and paramount to the interest in the Dwelling Unit of any owner, lessee, tenant, mortgagee, or other person, except that this lien shall be on parity with any lien for County taxes.

8. RELEASE OF LIEN. Upon satisfactory completion of this Agreement's requirements, including payment of the deferred impact fees, the COUNTY shall, at the expense of the COUNTY, record any necessary documentation evidencing such payment, including, but not limited to, a release of lien.

9. BINDING EFFECT. This Agreement shall run with the land and be binding upon the Parties to this Agreement, their heirs, successors, and assigns

10. RECORDING. This Agreement shall be recorded by COUNTY at the expense of COUNTY in the Official Records of Collier County, Florida, within sixty (60) days after execution of this Agreement by the County Manager.

11. DEFAULT. OWNER shall be in default of this Agreement and the impact fees immediately deemed to be delinquent and in default in accordance with Code of Laws Section 74-501 of the codified Impact Fee Ordinance if:

    a. OWNER fails to sell the Dwelling Unit in accordance with the affordable housing standards and qualification criteria established in the Impact Fee Ordinance, and thereafter, fails to pay the impact fees due plus an additional 10% delinquency fee and any interest due from the date that those impact fees would otherwise have become due as set forth in Code

NOT OFFICIAL DOCUMENT

of Laws Section 74-501, B. within thirty (30) days of mailing of written notice of said non-compliance, or

b. OWNER continues to violate any of the affordable housing qualification criteria in the Impact Fee Ordinance for a period of fifteen (15) days after mailing of written notice of the violation.

12. REMEDIES. The following remedies are cumulative with any other right or remedy available to the COUNTY:

a. Should the OWNER of the property: (1) fail to comply with the said qualification criteria at any time during the fifteen (15) year term; or (2) violate any provisions of this Agreement, then the dollar amount of impact fees deferred shall be paid in full by OWNER to the COUNTY within thirty (30) days of written notification of said violation.

b. Should the OWNER otherwise be in default of this Agreement, and the default is not cured within ninety (90) days after mailing of written notice to the OWNER, the COUNTY may bring a civil action to enforce the Agreement.

c. In addition, the lien may be foreclosed, or otherwise enforced by the COUNTY, by action or suit in law or equity including the foreclosure of a mortgage on real property. The COUNTY shall be entitled to recover all fees and costs, including attorneys fees, plus interest at the statutory rate for judgments calculated on a calendar day basis until paid.

FOR CERTIFIED COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

Witnesses:

Habitat for Humanity of Collier County, Inc.:

Print Name Juliette Bloom

By: Samuel J. Durso, M.D., President

Print Name Stephen Dempsey

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 6 day of Oct, 2003, by Samuel J. Durso, M.D., President of Habitat for Humanity of Collier County, Inc.. He is personally known to me.

[NOTARIAL SEAL]
Juliette J. Bloom
Commission # DD159084
Expires April 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Signature of Person Taking Acknowledgment

COLLIER COUNTY, FLORIDA

By:
JAMES V. MUDD, COUNTY MANAGER

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Agreement was acknowledged before me this 9th day of October, 2003, by James V. Mudd, County Manager, on behalf of the COUNTY. He is personally known to me.

Signature of Person Taking Acknowledgment

[NOTARIAL SEAL]
Lauren J. Beard
Commission #DD159084
Expires: Oct 24, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney

Recommend Approval

Denton Baker, Director of
Financial Administration & Housing

COPY NOT CERTIFIED

EXHIBIT "A"

LEGAL DESCRIPTION

Habitat for Humanity of Collier County, Inc.

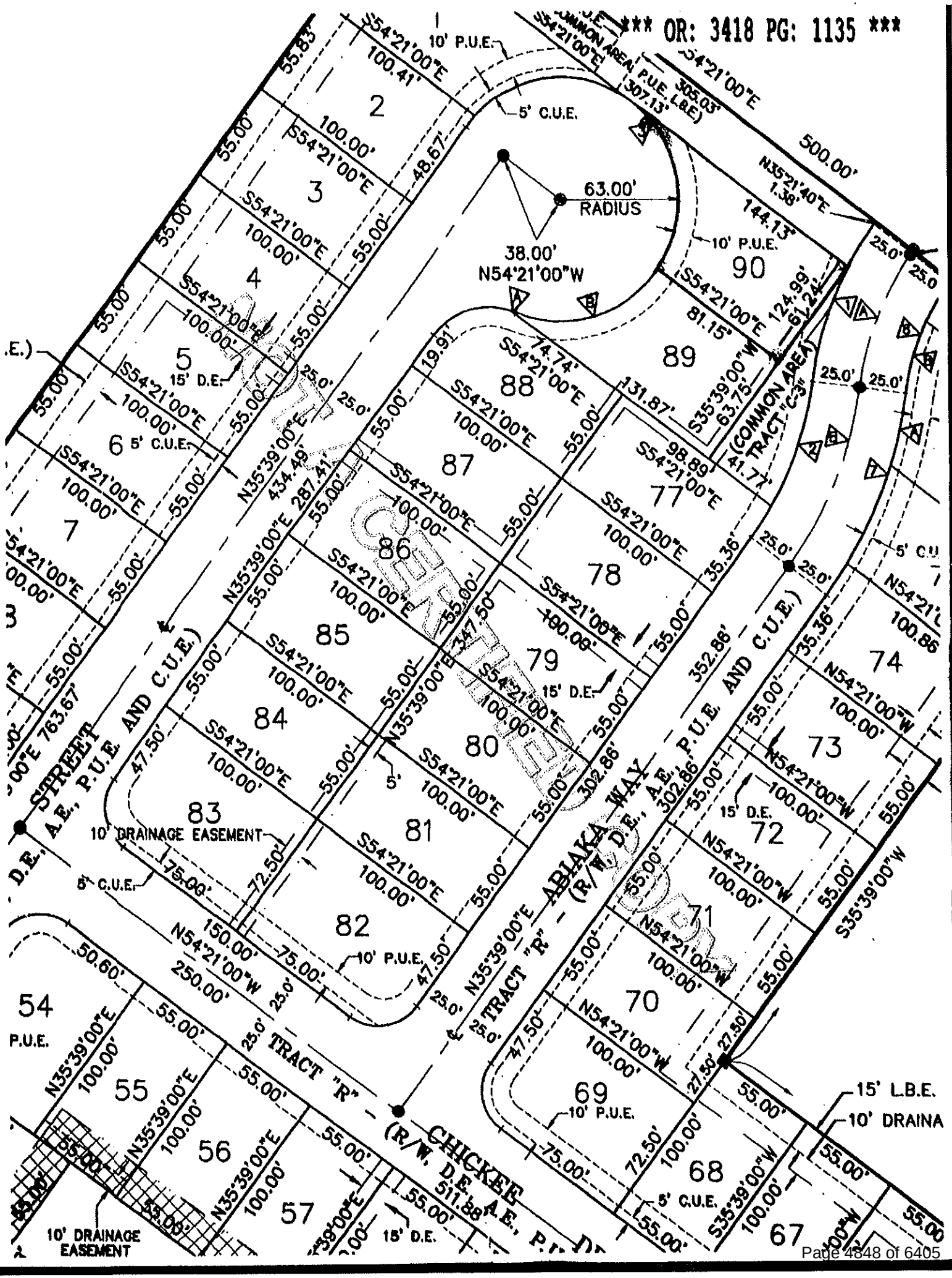
Lot 90, Charlee Estates, as recorded in Plat Book 40, Page 1, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

EXHIBIT "B"

IMPACT FEE BREAKDOWN

Type of Impact Fee		Amount Owed
A.	EMS Impact Fee	$93.00
B.	Correctional Facilities Impact Fee	$117.98
C.	Library Impact Fee	$214.00
D.	Regional Parks Impact Fee:	$616.00
E.	Community Parks Impact Fee	$617.00
F.	Educational Facilities System Impact Fee	$1,778.00
G.	Road Impact Fee	$4,194.00
H.	Water Impact Fee	$2,570.00
I.	Sewer Impact Fee	$2,950.00
	TOTAL IMPACT FEES	**$13,149.98**



10' P.U.E.
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COMMON AREA P.U.E. L.B.E.)
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81.15'
124.99'
61.24'
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S35°39'00"W
63.75'
(COMMON AREA)
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STREET
D.E., A.E., P.U.E. AND C.U.E.)
10' DRAINAGE EASEMENT
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250.00'
150.00'
75.00'
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50.60'
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CHICKEE
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10' DRAINA
S35°39'00"W
N35°39'00"E
100.00'
55.00'
55.83'
48.67'
25.0'
35.36'

Executive Summary

Recommendation to approve and authorize the Chairman to sign an Assumption Agreement assigning all rights, duties, benefits, and obligations to Bowman Gulf Coast LLC d/b/a Robau, a Bowman Company, concerning Agreement #18-7432-CE, "Professional Services Library Civil Engineering Category".

OBJECTIVE: To assign all rights, duties, benefits and obligations concerning Agreement No. 18-7432-CE to Bowman Gulf Coast LLC d/b/a Robau, a Bowman Company.

CONSIDERATIONS: On February 25, 2020, Agenda Item No. 16.E.7, the Board awarded Agreement No. 18-7432-CE, "Professional Services Library Civil Engineering Category" to Robau and Associates, LLC for civil engineering services (the "Agreement").

Effective September 12, 2024, Robau and Associates, LLC merged with Bowman Gulf Coast, LLC. Bowman Gulf Coast, LLC is registered to transact business in Florida and represents and warrants that it is now the successor in interest to the above Agreement entered into with the County. Staff obtained documentation of the merger, along with other necessary business documents from Bowman Gulf Coast LLC, which have been reviewed and accepted by the County Attorney's Office.

Staff is recommending approval of the attached Assumption Agreement with the surviving entity, "Bowman Gulf Coast LLC d/b/a Robau, a Bowman Company," assigning all rights, duties, benefits, and obligations under the Agreement, including any amendments thereto.

FISCAL IMPACT: There is no fiscal impact associated with this action.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. - CJS

RECOMMENDATIONS: To approve an Assumption Agreement assigning all rights, duties, benefits, and obligations to Bowman Gulf Coast LLC d/b/a Robau, a Bowman Company under Agreement #18-7432-CE, "Professional Services Library Civil Engineering Category" and authorize the Chairman to sign the attached Agreement.

PREPARED BY: Sandra Srnka, Procurement Services Division Director

ATTACHMENTS:

1. 18-7432-CE Assumption _Insurance_Bowman Gulf
2. 18-7432-CE Assumption SP_Bowman Gulf

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Team	
Klein Agency, LLC P.O. Box 219 Timonium MD 21094	PHONE (A/C, No, Ext): (410) 832-7600	FAX (A/C, No): (410) 832-1849
	E-MAIL ADDRESS: certs@kleinagencyllc.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Charter Oak Fire Insurance Co	25615
INSURER B :	Travelers Indemnity Co. of Am	25666
INSURER C :	Travelers Property Casualty Co. of America	25674
INSURER D :	Berkshire Hathaway Specialty Insurance	22276
INSURER E :	Beazley Insurance Company	37540
INSURER F :		

INSURED
Bowman Gulf Coast, LLC dba Robau a Bowman Company
Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston VA 20191

COVERAGES **CERTIFICATE NUMBER:** 24-25 Robau Online **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	630-6J047645-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	810-8T020319-24-43	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CUP-6J395074-24-43-G	08/31/2024	08/31/2025	EACH OCCURRENCE	$ 25,000,000
							AGGREGATE	$ 25,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-6J317115-24-43-G	08/31/2024	08/31/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47EPP33066602/V3349C240301	08/31/2024	08/31/2025	Each Claim/Aggregate	$5M/$5M
							Excess Each Claim/Aggr.	$5M/$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract # 18-7432-CE - Professional Services Liabrary Civil Engineering Category. Endorsements CGD604, CGD414, CGD379, CAF129, CAT474 and WC000313 are attached. If required by an insured written contract, executed prior to any loss, Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non payment.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail E.
Naples FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE** :

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE** :

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

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(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following additional coverage is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

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(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6J317115-24-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Klein Agency, LLC	Bowman Gulf Coast, LLC dba Robau a Bowman Company
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Robau and Associates, LLC was acquired by Bowman Consulting Group LTD effective 8/21/24.

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ASSUMPTION AGREEMENT

This Assumption Agreement is made and entered into on this _____ of _____, 2024 by and between **Bowman Gulf Coast LLC d/b/a Robau, a Bowman Company** ("**Bowman Gulf Coast**") and **Collier County**, a political subdivision of the State of Florida ("County"), (collectively the "Parties").

WHEREAS, on February 25, 2020 (Agenda Item No. 16.E.7), the County awarded Agreement No. 18-7432-CE, "Professional Services Library Civil Engineering Category," to Robau and Associates, LLC ("Robau Associates"), which is attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, on September 12, 2024, Robau and Associates, LLC merged with and into Bowman Gulf Coast LLC d/b/a Robau, a Bowman Company with Bowman Gulf Coast being the surviving entity of the merger as documented in the Articles of Merger and Agreement and Plan of Merger filed with the State, and attached hereto as Exhibit "B"; and

WHEREAS, Federal Contract Provisions and Assurances shall apply to the Agreement and shall take precedence over the terms of the Agreement, as reflected in attached Exhibit "C"; and

WHEREAS, Bowman Gulf Coast, hereby represents to Collier County that by virtue of the merger it is the successor in interest in relation to the Agreement; and

WHEREAS, the Parties wish to formalize Bowman Gulf Coast's assumption of rights and obligations under the Agreement effective as of the date first above written.

NOW THEREFORE, IN CONSIDERATION of the mutual promises in this Assumption Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed as follows:

1. Bowman Gulf Coast accepts and assumes all rights, duties, benefits, and obligations of Robau Associates under the Agreement, and subsequent amendments executed under the Agreement, including all existing and future obligations to perform under the Agreement.

2. The Parties hereby reaffirm and ratify each of the terms and conditions in the Agreement.

3. Bowman Gulf Coast will promptly deliver to County evidence of insurance consistent with the requirements of the Agreement.

4. Bowman Gulf Coast will promptly notify the County of any changes required to Key Personnel or Qualified License Professional identified in the Agreement.

CAO

5. Further supplements to, or modifications of, the Agreement shall be approved in writing by both Parties.

6. Notice required under the Agreement to be sent to Bowman Gulf Coast shall be directed to:

Bowman Gulf Coast LLC
d/b/a Robau, a Bowman Company
Emilio Robau, PE
2770 Horseshoe Drive S. #7
Naples, FL 34104
(239) 204-4322; ext. 3556
Emilio.Robau@bowman.com

7. The County hereby consents to Bowman Gulf Coast's assumption of the Agreement in order to continue the services provided under Agreement. No waivers of performance or extensions of time to perform are granted or authorized. The County will treat Bowman Gulf Coast as it would have Robau Associates for all purposes under the Agreement. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect.

Signature page to follow

CAO

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assumption Agreement effective as of the date first above written.

ATTEST:
Crystal K. Kinzel, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
_____, Deputy Clerk

By: _____
Chris Hall, Chairman

Approved as to Form and Legality:

By: _____
Carly Jeanne Sanseverino
Assistant County Attorney

Company's Witnesses:

Bowman Gulf Coast LLC d/b/a Robau,
a Bowman Company

_____
First Witness

By: _____
Signature

Kevin Payne
↑ Type/print witness name ↑

Richard E. Brylanski, PE, Senior Vice President
↑ Type/print name and title ↑

_____
Second Witness

Jackie Lopez
↑ Type/print witness name ↑

Exhibit "A"

Agreement No. 18-7432-CE
"Professional Services Library Civil Engineering Category"

Following this page

CAO

PROFESSIONAL SERVICES AGREEMENT
(FIXED TERM CONTINUING CONTRACT)

☒ **CCNA** ☐ ~~**NON-CCNA**~~

Contract # 18-7432-CE

for

"Professional Services Library Civil Engineering Category"

THIS AGREEMENT is made and entered into this 25th day of February, 2020 by and between the Board of County Commissioners for Collier County, ~~Florida~~, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and Robau and Associates, LLC, authorized to do business in the State of Florida, whose business address is 2770 Horseshoe Drive S. Suite 7 Naples, Florida 34104 (hereinafter referred to as the "CONSULTANT" and/or "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY desires to obtain the CONSULTANT's services expeditiously when a need arises in connection with a Collier County project; and

☒ **WHEREAS,** Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act, "CCNA", makes provisions for a fixed term contract with a firm to provide professional services to a political subdivision, such as the County; and

☒ **WHEREAS,** the COUNTY has selected CONSULTANT in accordance with the provisions of Section 287.055, Florida Statutes, to provide professional services on a fixed term basis as directed by the COUNTY for such projects and tasks as may be required from time to time by the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONSULTANT'S RESPONSIBILITY

1.1. From time to time upon the written request or direction of the COUNTY as hereinafter provided, CONSULTANT shall provide to the COUNTY professional services (hereinafter the "Services") as herein set forth. The term "Services" includes all Additional Services authorized by written Amendment or Change Order as hereafter provided.

1.2. CONSULTANT acknowledges and agrees that services under this Agreement are to be requested by the COUNTY on an as-needed basis only, and COUNTY makes no representation or guarantee to CONSULANT that the COUNTY will utilize CONSUTLANT'S services exclusively or at all.

1.3 All Services to be performed by the CONSULTANT pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Order issued pursuant to the procedures described herein. The form of the Work Order is set forth in attached Schedule A. Reference to the term "Work Order" herein, with respect to authorization of Services, includes all written Amendments or Change Orders to any particular Work Order. The CONSULTANT acknowledges and agrees that each individual Work Order shall not exceed $200,000 unless otherwise approved in writing by the Board of County Commissioners. ■ Work order assignments for CCNA contracts shall be made in accordance with the current Procurement Ordinance, as amended.

1.4. ■ (Multi-Award) SELECTION OF CONSULTANT FOR WORK ORDERS. All CONSULTANTS subject to this Agreement, including CONSULTANT, shall be placed on a rotation list for professional service, as listed below.

1.4.1. Professional Services Library Rotation

a. Work assignments within each service category are awarded on a rotational basis by the Procurement Division.

b. For each service category, the Procurement Service Division will place qualifying firms in the Professional Services Library in the order they are ranked, with the highest scoring firm placed in the first position in the rotation.

c. As each work assignment is identified the next firm in the rotation will be offered the opportunity to negotiate that work assignment with the COUNTY's Contract Administrative Agent/Project Manager.

d. Should a firm decline a work assignment, or be unable to reach a satisfactory fee negotiation with the COUNTY within a reasonable time frame, the COUNTY will contact the next firm on the list until the work assignment is successfully negotiated.

e. Firms will have the option of rejecting one work assignment within each service category within a twelve (12) month period without penalty. A second work assignment rejection within any twelve (12) month period will cause the firm to be skipped in the rotation. A firm who rejects three (3) work assignments (or is unable to satisfactorily negotiate 3 work assignments) in any twelve (12) month period may be removed from the service category.

f. Firms wishing to reject a work assignment for any reason must complete a Work Assignment Rejection Notification Form. A copy of this completed form must be provided to the Procurement Division by the County's Contract Administrative Agent/Project Manager.

g. Once a full rotation through all firms in a service category is complete, a method that attempts to impart an equitable distribution of work among selected firms will be based on prior dollars awarded; with the firm having received the least amount of dollars being considered for the next work assignment.

1.4.1.1 Professional Services Library – Direct Selection. For work assignments requiring unique experience or knowledge, including past experience on another phase of the project, the County's Contract Administrative Agent/Project Manager may formally request permission to forego the rotation and select a specific firm. This request will require the completion of a Work Assignment Direct Select Form, which requires the approval of both a Division Director and the Procurement Services Director. Firms that are directly selected for a work assignment as a result of this process shall be passed on their next scheduled turn in the rotation.

1.5. All Services must be authorized in writing by the COUNTY in the form of a Work Order. The CONSULTANT shall not provide any Services to the COUNTY unless and to the extent they are required in a written Work Order. Any Services provided by CONSULTANT without a written Work Order shall be at CONSULTANT's own risk and the COUNTY shall have no liability for such Services.

1.6. As the COUNTY identifies certain Services it wishes CONSULTANT to provide pursuant to the terms of this Agreement, the COUNTY shall request a proposal from CONSULTANT for such Services, said proposal to be in compliance with the terms of this Agreement. If the parties reach an agreement with respect to such Services, including, but not limited to the scope, compensation and schedule for performance of those Services, a Work Order shall be prepared which incorporates the terms of the understanding reached by the parties with respect to such Services; and if both parties are in agreement therewith, they shall jointly execute the Work Order. Upon execution of a Work Order as aforesaid, CONSULTANT agrees to promptly provide the Services required thereby, in accordance with the terms of this Agreement and the subject Work Order.

1.7. It is mutually understood and agreed that the nature, amount and frequency of the Services shall be determined solely by the COUNTY and that the COUNTY does not represent or guarantee to CONSULTANT that any specific amount of Services will be requested or required of CONSULTANT pursuant to this Agreement.

1.8. The CONSULTANT shall have no authority to act as the agent of the COUNTY under this Agreement or any Work Order, or to obligate the COUNTY in any manner or way.

1.9. All duly executed Work Orders (including all written Amendments or Change Orders thereto) are hereby incorporated into and made a part of this Agreement by reference.

1.10. The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.

1.11. The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services to the COUNTY.

1.12. The CONSULTANT designates Emilio J. Robau, PE a qualified licensed professional to serve as the CONSULTANT's project coordinator (hereinafter referred to as the "Project Coordinator"). The Project Coordinator is authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. In each Work Order CONSULTANT will designate a qualified licensed professional to serve as CONSULTANT's project coordinator for the Services to be provided under that Work Order (hereinafter referred to as the "Project Coordinator"). The Project Coordinator is authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Order. Further, the Project Coordinator has full authority to bind and obligate the CONSULTANT on all matters arising out of or relating to the Work Order. The CONSULTANT agrees that the Principal in Charge and the Project Coordinators shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT under the Work Order. CONSULTANT further agrees that the Principal in Charge and Project Coordinators shall not be removed by CONSULTANT without the COUNTY's prior written approval, and if so removed must be immediately replaced with a person acceptable to the COUNTY.

1.13. The CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the COUNTY to promptly remove and replace the Project Coordinator, or any other personnel employed or retained by the CONSULTANT, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, or any applicable Work Order, said request may be made with or without cause. Any personnel so removed must be immediately replaced with a person acceptable to the COUNTY.

1.14. The CONSULTANT represents to the COUNTY that it has expertise in the type of professional services that will be performed pursuant to this Agreement and has extensive experience with projects similar to the Project required hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the COUNTY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all applicable laws, statutes, including but not limited to ordinances, codes, rules, regulations and requirements of any governmental agencies, and the Florida Building Code where applicable, which regulate or have jurisdiction over the Services to be provided and performed by CONSULTANT hereunder, the Local Government Prompt Payment Act (218.735 and 218.76 F.S.), as amended, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Communication and Customer Relations Division
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8383

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the COUNTY in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the COUNTY shall have the discretion to unilaterally terminate this Agreement immediately.

1.15. In the event of any conflicts in these requirements, the CONSULTANT shall notify the COUNTY of such conflict and utilize its best professional judgment to advise the COUNTY regarding resolution of each such conflict. The COUNTY's approval of the design documents in no way relieves CONSULTANT of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

1.16. The COUNTY reserves the right to deduct portions of the (monthly) invoiced (task) amount for the following: Tasks not completed within the expressed time frame, including required deliverables, incomplete and/or deficient documents, failure to comply with local, state and/or federal requirements and/or codes and ordinances applicable to CONSULTANT's performance of the work as related to the project. This list is not deemed to be all-inclusive, and the COUNTY reserves the right to make sole determination regarding deductions. After notification of deficiency, if the CONSULTANT fails to correct the deficiency within the specified timeframe, these funds would be forfeited by the CONSULTANT. The COUNTY may also deduct or charge

the CONSULTANT for services and/or items necessary to correct the deficiencies directly related to the CONSULTANT's non-performance whether or not the COUNTY obtained substitute performance.

1.17. The CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. CONSULTANT shall provide the COUNTY prompt written notice of any such subpoenas.

1.18. As directed by the COUNTY, all plans and drawings referencing a specific geographic area must be submitted in an AutoCAD DWG or MicroStation DGN format on a CD or DVD, drawn in the Florida State Plane East (US Feet) Coordinate System (NAD 83/90). The drawings should either reference specific established Survey Monumentation, such as Certified Section Corners (Half or Quarter Sections are also acceptable), or when implemented, derived from the RTK (Real-Time Kinematic) GPS Network as provided by the COUNTY. Information layers shall have common naming conventions (i.e. right-of-way - ROW, centerlines - CL, edge-of-pavement - EOP, etc.), and adhere to industry standard CAD specifications.

ARTICLE TWO
ADDITIONAL SERVICES OF CONSULTANT

2.1. If authorized in writing by the COUNTY through an Amendment or Change Order to a Work Order, CONSULTANT shall furnish or obtain from others Additional Services beyond those Services originally authorized in the Work Order. The agreed upon scope, compensation and schedule for Additional Services shall be set forth in the Amendment or Change Order authorizing those Additional Services. With respect to the individuals with authority to authorize Additional Services under this Agreement, such authority will be as established in the COUNTY's Procurement Ordinance and Procedures in effect at the time such services are authorized. Except in an emergency endangering life or property, any Additional Services must be approved in writing via an Amendment or Change Order to the subject Work Order prior to starting such services. The COUNTY will not be responsible for the costs of Additional Services commenced without such express prior written approval. Failure to obtain such prior written approval for Additional Services will be deemed: (i) a waiver of any claim by CONSULTANT for such Additional Services and (ii) an admission by CONSULTANT that such Work is not additional but rather a part of the Services originally required of CONSULTANT under the subject Work Order.

2.2. If the COUNTY determines that a change in a Work Order is required because of the action taken by CONSULTANT in response to an emergency, an Amendment or Change Order shall be issued to document the consequences of the changes or variations, provided that CONSULTANT has delivered written notice to the COUNTY of the emergency within forty-eight (48) hours from when CONSULTANT knew or should have known of its occurrence. Failure to provide the forty-eight (48) hour written notice noted above, waives CONSULTANT's right it otherwise may have had to seek an adjustment to its compensation or time of performance under the subject Work Order.

ARTICLE THREE
THE COUNTY'S RESPONSIBILITIES

3.1. The COUNTY shall designate in writing a project manager to act as the COUNTY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define the COUNTY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Manager is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

a. The scope of services to be provided and performed by the CONSULTANT as set forth in the Work Order;
b. The time the CONSULTANT is obligated to commence and complete all such services as set forth in the Work Order; or
c. The amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT as set forth in the Work Order.

3.2. The Project Manager shall:

a. Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
b. Provide all criteria and information requested by CONSULTANT as to the COUNTY's requirements for the Services specified in the Work Order, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
c. Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the COUNTY's possession pertinent to the Services specified in the Work Order, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to the subject Work Order;
d. Arrange for access to and make all provisions for CONSULTANT to enter the site (if any) set forth in the Work Order to perform the Services to be provided by CONSULTANT under the subject Work Order; and
e. Provide notice to CONSULTANT of any deficiencies or defects discovered by the COUNTY with respect to the Services to be rendered by CONSULTANT hereunder.

ARTICLE FOUR
TIME

4.1. Each Work Order will have a time schedule ("Schedule") for the performance of the Services required under the subject Work Order. Said Schedule shall be in a form and content satisfactory to the COUNTY. Services to be rendered by CONSULTANT shall be commenced, performed and completed in accordance with the Work Order and the Schedule. Time is of the essence with respect to the performance of the Services under each Work Order.

4.2. Should CONSULTANT be obstructed or delayed in the prosecution or completion of the Services as a result of unforeseeable causes beyond the control of CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of nature or of public enemy, acts of government or of the COUNTY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONSULTANT shall notify the COUNTY in writing within five (5) working days after commencement of such delay, stating the specific cause or causes thereof, or be deemed to have waived any right which CONSULTANT may have had to request a time extension for that specific delay.

4.3. Unless otherwise expressly provided in the Work Order, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONSULTANT's Services from any cause whatsoever, including those for which COUNTY may be responsible in whole or in part, shall relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONSULTANT's sole remedy against the COUNTY will be the right to seek an extension of time to the Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

4.4. Should the CONSULTANT fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely manner, in addition to any other rights or remedies available to the COUNTY hereunder, the COUNTY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT under this Agreement (including any and all Work Orders) until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the COUNTY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

4.5. In no event shall any approval by the COUNTY authorizing CONSULTANT to continue performing Work under any particular Work Order or any payment issued by the COUNTY to CONSULTANT be deemed a waiver of any right or claim the COUNTY may have against CONSULTANT for delay or any other damages hereunder.

4.6. The period of service shall be from the date of execution of this Agreement through five (5) year(s) from that date, or until such time as all outstanding Work Orders issued prior to the expiration of the Agreement period have been completed. The COUNTY may, at its discretion and with the consent of the CONSULTANT, renew the Agreement under all of the terms and conditions contained in this Agreement for one (1) additional one (1) year(s) periods. The COUNTY shall give the CONSULTANT written notice of the COUNTY's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

4.7. The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the CONSULTANT written notice of the COUNTY's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

ARTICLE FIVE
COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the COUNTY for Services rendered hereunder by CONSULTANT shall be as prescribed in each Work Order. The Project Manager, or designee, reserves the right to request proposals from this agreement utilizing any of the following Price Methodologies:

Lump Sum (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the COUNTY to the CONSULTANT; and, as a business practice there are no hourly or material invoices presented, rather, the CONSULTANT must perform to the satisfaction of the COUNTY's Project Manager before payment for the fixed price contract is authorized.

Time and Materials: The COUNTY agrees to pay the contractor for the amount of labor time spent by the CONSULTANT's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark-up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

5.2. The hourly rates as set forth and identified in Schedule B, Attachment 1, Rate Schedule, which is attached hereto, shall apply only to projects procured under the Time and Materials pricing methodology specified in paragraph 5.1 above. ■ **Grant Funded**: The hourly rates as set forth and identified in Schedule B, Attachment 1, Rate Schedule, which is attached hereto, are for purposes of providing estimate(s), as required by the grantor agency.

ARTICLE SIX
OWNERSHIP OF DOCUMENTS

6.1. Upon the completion or termination of each Work Order, as directed by the COUNTY, CONSULTANT shall deliver to the COUNTY copies or originals of all records, documents, drawings, notes, tracings, plans, MicroStation or AutoCAD files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for CONSULTANT under the applicable Work Order ("Project Documents"). The COUNTY shall specify whether the originals or copies of such Project Documents are to be delivered by CONSULTANT. The CONSULTANT shall be solely responsible for all costs associated with delivering to the COUNTY the Project Documents. The CONSULTANT, at its own expense, may retain copies of the Project Documents for its files and internal use.

6.2. Notwithstanding anything in this Agreement to the contrary and without requiring the COUNTY to pay any additional compensation, CONSULTANT hereby grants to the COUNTY a nonexclusive, irrevocable license in all of the Project Documents for the COUNTY's use with respect to the applicable authorized project or task. The CONSULTANT warrants to the COUNTY that it has full right and authority to grant this license to the COUNTY. Further, CONSULTANT

consents to the COUNTY's use of the Project Documents to complete the subject project or task following CONSULTANT's termination for any reason or to perform additions to or remodeling, replacement or renovations of the subject project or task. The CONSULTANT also acknowledges the COUNTY may be making Project Documents available for review and information to various third parties and hereby consents to such use by the COUNTY.

ARTICLE SEVEN
MAINTENANCE OF RECORDS

7.1. The CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from (a) the date of termination this Agreement or (b) the date of the Work Order is completed, whichever is later, or such later date as may be required by law. The COUNTY, or any duly authorized agents or representatives of the COUNTY, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE EIGHT
INDEMNIFICATION

8.1. To the maximum extent permitted by Florida law, CONSULTANT shall defend, indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

8.1.1. The duty to defend under this Article 8 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to CONSULTANT. The CONSULTANT's obligation to indemnify and defend under this Article 8 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

8.1.2 To the extent that the Agreement that the work pertains to is a "Professional Services Contract" as defined in Section 725.08(3), Florida Statutes, and the CONSULTANT is a "Design Professional" as defined in Section 725.08(4), Florida Statutes, the indemnification provided herein shall be limited as provided in Section 725.08(1) & (2), Florida Statutes.

ARTICLE NINE
INSURANCE

9.1. The CONSULTANT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in SCHEDULE C to this Agreement.

9.2. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

9.3. All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

9.3.1. All insurance policies, other than the Business Automobile policy, Professional Liability policy, and the Workers Compensation policy, provided by CONSULTANT to meet the requirements of this Agreement shall name Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government, as an additional insured as to the operations of CONSULTANT under this Agreement and shall contain a severability of interests' provisions.

9.3.2. Companies issuing the insurance policy or policies shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.

9.3.3. All insurance coverages of CONSULTANT shall be primary to any insurance or self-insurance program carried by the COUNTY, and the "Other Insurance" provisions of any policies obtained by CONSULTANT shall not apply to any insurance or self-insurance program carried by COUNTY.

9.3.4. The Certificates of Insurance, which are to be provided in an Occurrence Form patterned after the current I.S.O. form with no limiting endorsements, must reference and identify this Agreement.

9.3.5. All insurance policies shall be fully performable in Collier County, Florida, and shall be construed in accordance with the laws of the State of Florida.

9.4. The CONSULTANT, its subconsultants and the COUNTY shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by the COUNTY, except such rights as they may have to the proceeds of such insurance held by any of them.

9.5. All insurance companies from whom CONSULTANT obtains the insurance policies required hereunder must meet the following minimum requirements:

9.5.1. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

9.5.2. The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

ARTICLE TEN
SERVICES BY CONSULTANT'S OWN STAFF

10.1. The services to be performed hereunder shall be performed by CONSULTANT's own staff, unless otherwise authorized in writing by the COUNTY. The employment of, contract with, or use of the services of any other person or firm by CONSULTANT, as independent consultant or otherwise, shall be subject to the prior written approval of the COUNTY. No provision of this Agreement shall, however, be construed as constituting an agreement between the COUNTY and any such other person or firm. Nor shall anything in this Agreement be deemed to give any such party or any third party any claim or right of action against the COUNTY beyond such as may then otherwise exist without regard to this Agreement.

10.2. Attached to each Work Order shall be a Schedule that lists all of the key personnel CONSULTANT intends to assign to perform the Services required under that Work Order. Such personnel shall be committed to the project or task specified in the Work Order in accordance with the percentages noted in the attached Schedule. CONSULTANT shall also identify in that Schedule each subconsultant and subcontractor it intends to utilize with respect to the subject Work Order. All personnel, subconsultants and subcontractors identified in the Schedule shall not be removed or replaced without the COUNTY's prior written consent.

10.3. The CONSULTANT is liable for all the acts or omissions of its subconsultants or subcontractors. By appropriate written agreement, the CONSULTANT shall require each subconsultant or subcontractor, to the extent of the Services to be performed by the subconsultant or subcontractor, to be bound to the CONSULTANT by the terms of this Agreement and any subsequently issued Work Order, and to assume toward the CONSULTANT all the obligations and responsibilities which the CONSULTANT, by this Agreement and any subsequently issued Work Order, assumes toward the COUNTY. Each subconsultant or subcontract agreement shall preserve and protect the rights of the COUNTY under this Agreement, and any subsequently issued Work Order, with respect to the Services to be performed by the subconsultant or subcontractor so that the subconsulting or subcontracting thereof will not prejudice such rights. Where appropriate, the CONSULTANT shall require each subconsultant or subcontractor to enter into similar agreements with its sub-subconsultants or sub-subcontractors.

10.4. The CONSULTANT acknowledges and agrees that the COUNTY is a third-party beneficiary of each contract entered into between CONSULTANT and each subconsultant or subcontractor, however nothing in this Agreement shall be construed to create any contractual relationship between the COUNTY and any subconsultant or subcontractor. Further, all such contracts shall provide that, at the COUNTY's discretion, they are assignable to the COUNTY upon any termination of this Agreement.

ARTICLE ELEVEN
WAIVER OF CLAIMS

11.1. The CONSULTANT's acceptance of final payment for Services provide under any Work Order shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the COUNTY arising out of the Work Order or otherwise related to those Services, and except those previously made in writing in accordance with the terms of this Agreement and identified by CONSULTANT in its final invoice for the subject Work Order as

unsettled. Neither the acceptance of CONSULTANT's Services nor payment by the COUNTY shall be deemed to be a waiver of any of COUNTY's rights against CONSULTANT.

ARTICLE TWELVE
TERMINATION OR SUSPENSION

12.1. This Agreement is a fixed term contract for the professional services of CONSULTANT. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Agreement by giving to the other party not less than thirty (30) days prior written notice of such termination. Upon this Agreement being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Agreement subsequent to the date of termination, except that Services specified to be performed under a previously issued Work Order, shall proceed to completion under the terms of this Agreement.

12.2. The CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for the COUNTY to terminate this Agreement and any Work Orders in effect, in whole or in part, as further set forth in this section, for any of the following reasons: (a) CONSULTANT's failure to begin Services under any particular Work Order within the times specified under that Work Order, or (b) CONSULTANT's failure to properly and timely perform the Services to be provided hereunder or as directed by the COUNTY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT's principals, officers or directors, or (d) CONSULTANT's failure to obey any laws, ordinances, regulations or other codes of conduct, or (e) CONSULTANT's failure to perform or abide by the terms and conditions of this Agreement and any Work Orders in effect, or (f) for any other just cause. The COUNTY may so terminate this Agreement and any Work Orders in effect, in whole or in part, by giving the CONSULTANT seven (7) calendar days written notice of the material default.

12.3. If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that the COUNTY otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 12.2, then the notice of termination given pursuant to paragraph 12.2 shall be deemed to be the notice of termination provided for in paragraph 12.4, below, and CONSULTANT's remedies against the COUNTY shall be the same as and be limited to those afforded CONSULTANT under paragraph 12.4 below.

12.4. Notwithstanding anything herein to the contrary (including the provisions of paragraph 12.1 above), the COUNTY shall have the right to terminate this Agreement and any Work Orders in effect, in whole or in part, without cause upon seven (7) calendar days written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT's recovery against the COUNTY shall be limited to that portion of the fee earned through the date of termination, for any Work Orders so cancelled, together with any retainage withheld and any costs reasonably incurred by CONSULTANT that are directly attributable to the termination, but CONSULTANT shall not be entitled to any other or further recovery against the COUNTY, including, but not limited to, anticipated fees or profits on Services not required to be performed. CONSULTANT must mitigate all such costs to the greatest extent reasonably possible.

12.5. Upon termination and as directed by the COUNTY, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement, including those described in Article 6, that are in CONSULTANT's possession or under its control arising out of or relating to this Agreement or any Work Orders.

12.6. The COUNTY shall have the power to suspend all or any portions of the Services to be provided by CONSULTANT hereunder upon giving CONSULTANT two (2) calendar days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, the CONSULTANT's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

12.7. In the event (i) the COUNTY fails to make any undisputed payment to CONSULTANT within forty-five (45) days after such payment is due as set forth in the Work Order or such other time as required by Florida's Prompt Payment Act or (ii) the COUNTY otherwise persistently fails to fulfill some material obligation owed by the COUNTY to CONSULTANT under this Agreement or subsequently issued Work Order, and (ii) the COUNTY has failed to cure such default within fourteen (14) days of receiving written notice of same from CONSULTANT, then CONSULTANT may stop its performance under the subject Work Order until such default is cured, after giving the COUNTY a second fourteen (14) days written notice of CONSULTANT's intention to stop performance under the applicable Work Order. If the Services are so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the CONSULTANT or its subconsultant or subcontractor or their agents or employees or any other persons performing portions of the Services under contract with the CONSULTANT, the CONSULTANT may terminate the subject Work Order by giving written notice to the COUNTY of CONSULTANT's intent to terminate that Work Order. If the COUNTY does not cure its default within fourteen (14) days after receipt of CONSULTANT's written notice, CONSULTANT may, upon fourteen (14) additional days' written notice to the COUNTY, terminate the subject Work Order and recover from the COUNTY payment for Services performed through the termination date, but in no event shall CONSULTANT be entitled to payment for Services not performed or any other damages from the COUNTY.

ARTICLE THIRTEEN
TRUTH IN NEGOTIATION REPRESENTATIONS

13.1. The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement or any subsequent Work Order.

13.2. ■ **CCNA Projects:** In accordance with provisions of Section 287.055, (5)(a), Florida Statutes, the CONSULTANT agrees to execute the required Truth-In-Negotiation Certificate, attached hereto and incorporated herein as Schedule D, certifying that wage rates and other factual unit costs supporting the compensation for CONSULTANT's services to be provided under this Agreement and each subsequent Work Order issued hereafter, if any, are accurate, complete and current at the time of the Agreement or such subsequent Work Order. The CONSULTANT agrees that the original price as set forth in each subsequent issued Work Order, if any, and any

additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the price as set forth in the Work Order was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the subject Work Order.

ARTICLE FOURTEEN
CONFLICT OF INTEREST

14.1. CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONSULTANT further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE FIFTEEN
MODIFICATION

15.1. No modification or change in this Agreement shall be valid or binding upon either party unless in writing and executed by the party or parties intended to be bound by it.

15.2. In the event that the need for changes to the Services under a Work Order may arise during the course of the work, the associated tasks may be modified at the request of the Project Manager or his designee. Written authorization from the Project Manager will be required in accordance with the Procurement Ordinance, as amended, and Procedures. For any changes that exceed an existing Work Order amount, the Work Order shall be modified to reflect the increase prior to any related Services being performed.

15.3. All duly executed modifications to Work Orders (including all written modifications or Changes thereto) are hereby incorporated into and made a part of this Agreement by reference.

ARTICLE SIXTEEN
NOTICES AND ADDRESS OF RECORD

16.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the COUNTY shall be in writing and shall be delivered by hand, email, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following the COUNTY's address of record:

Board of County Commissioners for Collier County, Florida

Division Director:	Sandra Herrera
Division Name:	Procurement Services Division
Address:	3295 Tamiami Trail East
	Naples, Florida 34112-4901
Administrative Agent/PM:	Evelyn Colon
Telephone:	(239) 252-2667
E-Mail(s):	Evelyn.Colon@colliercountyfl.gov

16.2. All notices required or made pursuant to this Agreement to be given by the COUNTY to the CONSULTANT shall be made in writing and shall be delivered by hand, email or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following CONSULTANT's address of record:

Company Name:	Robau and Associates, LLC
Address:	2770 Horseshoe Drive S. Suite 7
	Naples, Florida 34104
Authorized Agent:	Emilio J. Robau, Managing Member
Attention Name & Title:	
Telephone:	(239) 206-8000
E-Mail(s):	ejr@robau-designs.com

16.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE SEVENTEEN
MISCELLANEOUS

17.1. The CONSULTANT, in representing the COUNTY, shall promote the best interests of the COUNTY and assume towards the COUNTY a duty of the highest trust, confidence, and fair dealing.

17.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

17.3. This Agreement is not assignable, or otherwise transferable in whole or in part, by CONSULTANT without the prior written consent of the COUNTY.

17.4. Waivers by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

17.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

17.6. This Agreement, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

17.7. Unless otherwise expressly noted herein, all representations and covenants of the parties shall survive the expiration or termination of this Agreement.

17.8. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17.9. The terms and conditions of the following Schedules attached hereto are by this reference incorporated herein:

Schedule A WORK ORDER
Schedule B RATE SCHEDULE
Schedule C INSURANCE
Schedule D **CCNA Projects**: TRUTH IN NEGOTIATION CERTIFICATE
Schedule E Other: Federal Contract Provisions and Assurances
Solicitation # 18-7432-CE, including all Attachment(s), Exhibit(s) and Addendum/
Consultant's Proposal

17.10. ■ **Grant Funded Projects:** In the event of any conflict between or among the terms of any of the Contract Documents and/or the COUNTY's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Grant Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the CONSULTANT at the COUNTY's discretion.

17.11. **Applicability.** Sections corresponding to any checked box (■) expressly apply to the terms of this Agreement.

ARTICLE EIGHTEEN
APPLICABLE LAW

18.1. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by such laws, rules and regulations of the United States as made applicable to services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE NINETEEN
SECURING AGREEMENT/PUBLIC ENTITY CRIMES

19.1. The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. ☑ At the time this Agreement is executed, CONSULTANT shall sign and deliver to the COUNTY the Truth-In-Negotiation Certificate identified in Article 13 and attached hereto and made a part hereof as Schedule D. The CONSULTANT's compensation as set forth in each subsequently issued Work Order, if any, shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

The CONSULTANT's compensation as set forth in each subsequently issued Work Order, if any, shall be adjusted to exclude any sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

19.2. By its execution of this Agreement, CONSULTANT acknowledges that it has been informed by the COUNTY of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE TWENTY
DISPUTE RESOLUTION

20.1. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of CONSULTANT with full decision-making authority and by the COUNTY's staff person who would make the presentation of any settlement reached during negotiations to the COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of CONSULTANT with full decision-making authority and by the COUNTY's staff person who would make the presentation of any settlement reached at mediation to the COUNTY's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

20.2. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE TWENTY-ONE
IMMIGRATION LAW COMPLIANCE

21.1. By executing and entering into this agreement, the CONSULTANT is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the CONSULTANT to comply with the laws referenced herein shall constitute a breach of this agreement and the COUNTY shall have the discretion to unilaterally terminate this Agreement immediately.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement the day and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of Courts & Comptroller

By: _____

Date: 2-27-2020

Attest as to Chairman's signature only.

Approved as to Form and Legality:

_____

Deputy County Attorney

_____

Name

BOARD OF COUNTY COMMISSIONERS FOR COLLIER COUNTY, FLORIDA,

By: _____

Burt L. Saunders, Chairman

Consultant:

Robau and Associates, LLC

By: _____

EMILIO J. ROBAU MANAGING MEMBER

Name and Title ROBAU AND ASSOCIATES, LLC

Consultant's Witnesses:

_____

Witness

PAUL DEANY CAD TECH

Name and Title

_____

Witness

1 Matthew DeFrancesco, Project Engineer

Name and Title

SCHEDULE A

WORK ORDER
Contract 00-0000 "Name of Contract"
Contract Expiration Date: _____, 20_____

This Work Order is for professional (describe) services for work known as:

Project Name:
Project No:

The work is specified in the proposal dated , 20_____ which is attached hereto and made a part of this Work Order. In accordance with Terms and Conditions of the Agreement referenced above, this Work Order is assigned to: Name of Firm

Scope of Work: As detailed in the attached proposal and the following:

* Task I -
* Task II
* Task III

Schedule of Work: Complete work within days from the date of the Notice to Proceed which is accompanying this Work Order. The Consultant agrees that any Work Order that extends beyond the expiration date of Agreement # 00-0000 will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Work Order.

Compensation: In accordance with the Agreement referenced above, the County will compensate the Firm in accordance with following method(s): ☐Negotiated Lump Sum (NLS) ☐Lump Sum Plus Reimbursable Costs (LS+RC) ☐Time & Material (T&M) (established hourly rate – Schedule A) ☐Cost Plus Fixed Fee (CPFF), (define which method will be used for which tasks) as provided in the attached proposal.

Task I	$
Task II	$
Task III	$
TOTAL FEE	$

PREPARED BY: _____ _____
Name and Title Date

APPROVED BY: _____ _____
(Dept Name) , Division Director Date

APPROVED BY: _____ _____
type name, Department Head Date

By the signature below, the Firm (including employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the Firm has a potential conflict have been fully disclosed.

Additionally, the Firm agrees to notify the Procurement Director, in writing within 48 hours of learning of any actual or potential conflict of interest that arises during the Work Order and/or project duration.

ACCEPTED BY: (Firm Name)

_____ _____
Name & Title of Authorized Officer Date

SCHEDULE B
BASIS OF COMPENSTATION

1. SERVICES

B.1.1. As the COUNTY identifies certain Services it wishes CONSULTANT to provide pursuant to the terms of this Agreement, the COUNTY shall request a proposal from CONSULTANT for such Services, said proposal to be in compliance with the terms of this Agreement. If the parties reach an agreement with respect to such Services, including, but not limited to the scope, compensation and schedule for performance of those Services, a Work Order shall be issued which incorporates the terms of the understanding reached by the parties with respect to such Services.

B.1.1.1. The COUNTY may request that CONSULTANT in writing advise the COUNTY of (i) the estimated time of CONSULTANT's personnel and the estimated fees thereof for the proposed work to be specified in the Work Order; and (ii) the estimated charge to the COUNTY for the reimbursable expenses applicable to the contemplated Services to be performed by CONSULTANT under the proposed Work Order. CONSULTANT shall promptly supply such estimate to the COUNTY based on CONSULTANT's good faith analysis.

B.1.2. All Services to be performed by CONSULTANT pursuant to this Agreement shall be in conformance with the scope of services, which shall be described in a Work Order issued pursuant to the procedures described herein. Reference to the term Work Order herein, with respect to authorization of Services, includes all written Work Order Modifications or Amendments.

B.1.3. All Services must be authorized in writing by the COUNTY in the form of a Work Order. CONSULTANT shall not provide any Services to the COUNTY unless and to the extent they are required in a written Work Order. Any Services provided by CONSULTANT without a written Work Order shall be at CONSULTANT's own risk and the COUNTY shall have no liability for such Services.

B.1.4. Upon issuance of a Work Order as aforesaid, CONSULTANT agrees to promptly provide the Services required thereby, in accordance with the terms of this Agreement and the subject Work Order.

2. COMPENSATION TO CONSULTANT

B.2.1. Payments for Basic Services and Additional Basic Services as set forth herein or the Work Order shall be made upon presentation of the CONSULTANT's invoice approved by the COUNTY.

B.2.2. Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

B.2.3. For the Services provided for in this Agreement, the COUNTY agrees to make payments to CONSULTANT based upon CONSULTANT's Direct Labor Costs and Reimbursable Expenses or as a Lump Sum.

B.2.4. ■ Time and Material Fees: Direct Labor Costs mean the actual salaries and wages (basic, premium and incentive) paid to CONSULTANT's personnel, with respect to this Agreement, including all indirect payroll related costs and fringe benefits, all in accordance with and not in excess of the rates set forth in the Attachment 1 to this Schedule B. With each monthly Application for Payment, CONSULTANT shall submit detailed time records, and any other documentation reasonably required by the COUNTY, regarding CONSULTANT's Direct Labor Costs incurred at the time of billing, to be reviewed and approved by the COUNTY. There shall be no overtime pay without the COUNTY's prior written approval.

B.2.4.1. For Additional Services provided pursuant to Article 2 of the Agreement, if any, the COUNTY agrees to pay CONSULTANT a negotiated total fee and Reimbursable Expenses based on the services to be provided and as set forth in the Amendment authorizing such Additional Services. The negotiated fee shall be based upon the rates specified in Attachment 1 to this Schedule B and all Reimbursable Expenses shall comply with the provision of Section B.3.4.1 below. There shall be no overtime pay on Additional Services without the COUNTY's prior written approval.

B.2.4.2. Notwithstanding anything herein to the contrary, in no event may CONSULTANT's monthly billings, on a cumulative basis, exceed the sum determined by multiplying the applicable not to exceed task(s) limits by the percentage the COUNTY has determined CONSULTANT has completed such task as of that particular monthly billing.

B.2.5. ■ Lump Sum Fees: The fees noted in the Work Order shall constitute the lump sum amount to be paid to CONSULTANT for the performance of the Services. CONSULTANT shall submit to the COUNTY as part of its monthly invoice a progress report reflecting the status, in terms of the total work effort estimated to be required for the completion of the Services authorized under the Work Order and any then-authorized Additional Services, as of the last day of the subject monthly billing cycle. Among other things, the report shall show all Service items and the percentage complete of each item. There shall be no overtime pay without the COUNTY's prior written approval.

B.2.6. For Additional Services provided pursuant to Article 2 of the Agreement, the COUNTY agrees to pay CONSULTANT a negotiated total fee and Reimbursable Expenses based on the services to be provided and as set forth in the Amendment authorizing such Additional Services. The negotiated fee shall be based upon the rates specified in Attachment 1 to this Schedule B and all Reimbursable Expenses shall comply with the provisions of Section 3 below. There shall be no overtime pay on Services or Additional Services without COUNTY's prior written approval.

B.2.7. Unless specific rates have been established in Attachment 1, attached to this Schedule B, CONSULTANT agrees that, with respect to any subconsultant or subcontractor to be utilized by CONSULTANT for a particular Work Order or Additional Services, CONSULTANT shall be limited to a maximum markup of five percent (5%) on the fees and expenses associated with such subconsultants and subcontractors.

B.2.8. The CONSULTANT agrees to furnish to the COUNTY, after the end of each calendar month, or as specified in the Work Order, statement of charges for the Services performed and rendered by CONSULTANT during that time period, and for any the COUNTY authorized reimbursable expenses as herein below defined, incurred and/or paid by CONSULTANT during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by the COUNTY. Notwithstanding anything herein to the contrary, the CONSULTANT shall submit no more than one (1) invoice per month for both Basic Services and Additional Services. Invoices shall be reasonably substantiated, identify the services rendered and must be submitted in a form and manner required by the COUNTY.

B.2.9. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to CONSULTANT for correction. Invoices shall be submitted on CONSULTANT's letterhead and must include the Purchase Order Number and Project name and shall not be submitted more than one time monthly.

B.2.10. Notwithstanding anything in the Agreement to the contrary, CONSULTANT acknowledges and agrees that in the event of a dispute concerning payments for Services performed under this Agreement, CONSULTANT shall continue to perform the Services required of it under this Agreement, as directed by the COUNTY, pending resolution of the dispute provided that the COUNTY continues to pay to CONSULTANT all amounts that the COUNTY does not dispute are due and payable.

3. REIMBURSABLE EXPENSES

B.3.1. Payments for Additional Services of CONSULTANT as defined in Section 2 hereinabove and for reimbursable expenses will be made monthly upon presentation of a detailed invoice with supporting documentation.

B.3.2. The CONSULTANT shall obtain the prior written approval of the COUNTY before incurring any reimbursable expenses, and absent such prior approval, no expenses incurred by CONSULTANT will be deemed to be a reimbursable expense.

B.3.3. The COUNTY agrees to reimburse CONSULTANT for all necessary and reasonable reimbursable expenses incurred or paid by CONSULTANT in connection with CONSULTANT's performance of the Services, at its direct cost with no markup; to the extent such reimbursement is permitted in the Work Order and in accordance with Section 112.061, F.S., or as set forth in this Agreement. Reimbursable expenses shall be invoiced for the expenditures incurred by the CONSULTANT as stated below.

5.3.3.1. Cost for reproducing documents that exceed the number of documents described in this Agreement and postage and handling of Drawings and Specifications including duplicate sets at the completion of each Work Order for the COUNTY's review and approval.

5.3.3.2. Travel expenses reasonably and necessarily incurred with respect to Project related trips, to the extent such trips are approved by the COUNTY. Such expenses, if approved by the COUNTY, may include coach airfare, standard accommodations and meals, all in accordance with Section 112.061, F.S. Further, such expenses, if approved by the COUNTY, may include mileage for trips that are from/to destinations outside of Collier or Lee Counties. Such trips within Collier and Lee Counties are expressly excluded

5.3.3.3. Expense of overtime work requiring higher than regular rates approved in advance and in writing by the COUNTY.

5.3.3.4. Permit Fees required by the Project.

5.3.3.5. Expense of models for the COUNTY's use.

5.3.3.6. Fees paid for securing approval of authorities having jurisdiction over the Work Order required under the applicable Work Order.

5.3.3.7. Other items on request and approved in writing by the COUNTY.

5.3.4. The CONSULTANT shall bear and pay all overhead and other expenses, except for authorized reimbursable expenses, incurred by CONSULTANT in the performance of the Services.

5.3.5. Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis.

SCHEDULE B - ATTACHMENT 1

RATE SCHEDULE

Title	Hourly Rate
Principal	$238
Senior Project Manager	$201
Project Manager	$165
Senior Engineer	$175
Engineer	$136
Senior Inspector	$117
Inspector	$96
Senior Planner	$164
Planner	$130
Senior Designer	$128
Designer	$109
Environmental Specialist	$120
Senior Environmental Specialist	$156
Scientist/Geologist	$115
Senior Scientist/Geologist	$156
Marine Biologist/Hydrogeologist	$133
Senior Marine Biologist/Hydrogeologist	$169
Senior GIS Specialist	$149
GIS Specialist	$114
Clerical/Administrative	$73
Senior Technician	$102
Technician	$83
Surveyor and Mapper	$142
CADD Technician	$95
Survey Crew - 2 man	$152
Survey Crew - 3 man	$185
Survey Crew - 4 man	$218
Senior Architect	$177
Architect	$148

The above hourly rates are applicable to Time and Materials task(s) only. The above list may not be all inclusive. Hourly rates for additional categories required to provide particular .project services shall be mutually agreed upon by the County and firm, in writing, on a project by project basis, as needed, and will be set forth in the Work Order agreed upon by the parties.

■ **Grant Funded**: The above hourly rates are for purposes of providing estimate(s), as required by the grantor agency.

SCHEDULE C
INSURANCE COVERAGE

1. The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONSULTANT must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONSULTANT's sole responsibility.

2. The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

3. Coverages shall be maintained without interruption from the date of commencement of the services until the date of completion and acceptance of the Project by the COUNTY or as specified in this Agreement, whichever is longer.

4. Certificates of insurance acceptable to the COUNTY shall be filed with the COUNTY within ten (10) calendar days after Notice of Award is received by CONSULTANT evidencing the fact that CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to the COUNTY, on a timely basis, if requested by the COUNTY. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the COUNTY. CONSULTANT shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer, and nothing contained herein shall relieve CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONSULTANT hereunder, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

5. All insurance coverages of the CONSULTANT shall be primary to any insurance or self-insurance program carried by the COUNTY applicable to this Project.

6. The acceptance by the COUNTY of any Certificate of Insurance does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

7. CONSULTANT shall require each of its subconsultants to procure and maintain, until the completion of the subconsultant's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the subconsultant are expressly waived in writing by the COUNTY.

8. Should at any time the CONSULTANT not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONSULTANT for such coverages purchased. If CONSULTANT fails to reimburse the COUNTY for such costs within thirty (30) days after demand,

the COUNTY has the right to offset these costs from any amount due CONSULTANT under this Agreement or any other agreement between the COUNTY and CONSULTANT. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

9. If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the services required hereunder or termination of the Agreement, the CONSULTANT shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be deemed a material breach by CONSULTANT and the COUNTY may terminate the Agreement for cause.

10. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY.**

Required by this Agreement? ■ Yes ☐ No

Workers' Compensation and Employers' Liability Insurance shall be maintained by the CONSULTANT during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

a. Worker's Compensation - Florida Statutory Requirements

b. Employers' Liability - The coverage must include Employers' Liability with a minimum limit of $ 1,000,000 for each accident.

The insurance company shall waive all claims rights against the COUNTY and the policy shall be so endorsed.

11. **United States Longshoreman's and Harbor Worker's Act** coverage shall be maintained where applicable to the completion of the work. Required by this Agreement? ☐ Yes ■ No

12. **Maritime Coverage (Jones Act)** shall be maintained where applicable to the completion of the work.

Required by this Agreement? ☐ Yes ■ No

13. **COMMERCIAL GENERAL LIABILITY.**

Required by this Agreement? ■ Yes ☐ No

A. Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the CONSULTANT. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be

maintained for a period of not less than five (5) years following the completion and acceptance by the COUNTY of the work under this Agreement. Limits of Liability shall not be less than the following:

Coverage shall have minimum limits of $ 1,000,000 Per Occurrence, $ 2,000,000 aggregate.

B. The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of CONSULTANT. Deductibles or self-insured retentions carried by the CONSULTANT shall be subject to the approval of the Risk Management Director or his/her designee.

14. Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an "Additional Insured" on the Insurance Certificate for Commercial General Liability where required. The insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly. Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

15. **Watercraft Liability** coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of the Services under this Agreement.

Required by this Agreement? ☐ Yes ■ No

16. **Aircraft Liability** coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

Required by this Agreement? ☐ Yes ■ No

17. **AUTOMOBILE LIABILITY INSURANCE.**

Required by this Agreement? ■ Yes ☐ No

Business Auto Liability: Coverage shall have minimum limits of $ 1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-The ownership.

18. **TECHNOLOGY ERRORS and OMISSIONS INSURANCE.**

Required by this Agreement? ☐ Yes ■ No

Technology Errors and Omissions Insurance: Coverage shall have minimum limits of $_____Per Occurrence.

19. **CYBER INSURANCE.**

Required by this Agreement? ☐ Yes ■ No

Cyber Insurance: Coverage shall have minimum limits of $_____Per Occurrence.

20. **UMBRELLA LIABILITY.**

A. Umbrella Liability may be maintained as part of the liability insurance of the CONSULTANT and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

B. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

21. **PROFESSIONAL LIABILITY INSURANCE.**

Required by this Agreement? ■ Yes ☐ No

A. **Professional Liability:** Shall be maintained by the CONSULTANT to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against COUNTY as to any claims under this insurance. Such insurance shall have limits of not less than $ 1,000,000 each claim and aggregate.

B. Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the COUNTY.

C. The CONSULTANT shall continue this coverage for this Project for a period of not less than five (5) years following completion and acceptance of the Project by the COUNTY.

D. The policy retroactive date will always be prior to the date services were first performed by CONSULTANT or the COUNTY, and the date will not be moved forward during the term of this Agreement and for five years thereafter. CONSULTANT shall promptly submit Certificates of Insurance providing for an unqualified written notice to the COUNTY of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, CONSULTANT shall also notify the COUNTY by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by the COUNTY.

22. VALUABLE PAPERS INSURANCE.

In the sole discretion of the COUNTY, CONSULTANT may be required to purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

23. PROJECT PROFESSIONAL LIABILITY.

A. If the COUNTY notifies CONSULTANT that a project professional liability policy will be purchased, then CONSULTANT agrees to use its best efforts in cooperation with THE COUNTY and the COUNTY's insurance representative, to pursue the maximum credit available from the professional liability carrier for a reduction in the premium of CONSULTANT's professional liability policy. If no credit is available from CONSULTANT's current professional policy underwriter, then CONSULTANT agrees to pursue the maximum credit available on the next renewal policy, if a renewal occurs during the term of the project policy (and on any subsequent professional liability policies that renew during the term of the project policy). CONSULTANT agrees that any such credit will fully accrue to the COUNTY. Should no credit accrue to the COUNTY, the COUNTY and CONSULTANT, agree to negotiate in good faith a credit on behalf of the COUNTY for the provision of project-specific professional liability insurance policy in consideration for a reduction in CONSULTANT's self-insured retention and the risk of uninsured or underinsured consultants.

B. The CONSULTANT agrees to provide the following information when requested by the COUNTY or the COUNTY's Project Manager:

1. The date the professional liability insurance renews.
2. Current policy limits.
3. Current deductibles/self-insured retention.
4. Current underwriter.
5. Amount (in both dollars and percent) the underwriter will give as a credit if the policy is replaced by an individual project policy.
6. Cost of professional insurance as a percent of revenue.
7. Affirmation that the design firm will complete a timely project errors and omissions application.

C. If the COUNTY elects to purchase a project professional liability policy, CONSULTANT to be insured will be notified and the COUNTY will provide professional liability insurance, naming CONSULTANT and its professional subconsultants as named insureds.

END OF SCHEDULE C

☐ this schedule is applicable

SCHEDULE D

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Robau and Associates, LLC *(company's name)* hereby certifies that wages, rates and other factual unit costs supporting the compensation for the services of the CONSULTANT to be provided under the Professional Services Agreement, concerning "Professional Services Library Civil Engineering Category "project is accurate, complete and current as of the time of contracting.

BY: _____
ENRICO T ROBAU

TITLE: MANAGING MEMBER

DATE: 2/5/2020

SCHEDULE E

Other: Federal Contract Provisions and Assurances
(Description)

☒ following this page (pages 1 through 9)

☐ this schedule is not applicable

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

This project activity is funded in whole or in part by the Federal Government, or an Agency thereof. Federal Law requires that the Applicant's contracts relating to the project include certain provisions.

Per uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a contract (including a purchase order).

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Reporting: The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.

Access to Records: (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Energy Efficiency Standards: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination: Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Changes: See Standard Purchase Order Terms and Conditions.

Procurement of Recovered Materials (§200.322) (Over $10,000): (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321 (a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. (b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

I. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

II. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

III. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

IV. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

V. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

VI. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

VII. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

VIII. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Administrative, Contractual, or Legal Remedies (over $150,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

Clean Air Act and Federal Water Pollution Control Act: (over $150,000) (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

State Provisions

Convicted Vendor and Discriminatory Vendors List Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or any state agency.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Record Retention - The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, FDEM, or its designee's access to such records upon request.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Acknowledgement of Terms, Conditions, and Grant Clauses

Certification
If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Romano and Associates LLC

Date 12/04/2018

Authorized Signature _____

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

ROBAU AND ASSOCIATES, LLC

By: _____
Signature

EMILIO J ROBAU, PE MANAGING MEMBER
Name and Title

2770 HORSESHOE DR. E.
Street Address

NAPLES FL 34104
City, State, Zip

DUNS Number

Sub-Recipient Name: Collier County Board of County Commissioners

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY

ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
ROBAU AND ASSOCIATES	61-1553905	ALL FEES

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?			IS THE ACTIVITY OF THIS CONTRACT...		
	VETERAN	Y N		CONSTRUCTION?	Y N
	DBE?	Y N		CONSULTATION?	(Y) N
	MBE?	(Y) N		OTHER?	Y N
	WBE?	Y N			
	SDB 8A?	Y N			
IS THIS SUBMISSION A REVISION?		Y N	IF YES, REVISION NUMBER		

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
ROBAU AND ASSOCIATES LLC	12/4/2018	MANAGING MEMBER
EMAIL ADDRESS OF PRIME (SUBMITTER)	TELEPHONE NUMBER	FAX NUMBER
ETR@ROBAU-DESIGN.COM	239 206 9000	239 206 9050

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	(HA)
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

ROMO AND ASSOCIATES, LLC
Contractor (Firm Name)

Signature of Contractor's Authorized Official

MANAGING MEMBER ROMO AND ASSOCIATES
Name and Title of Contractor's Authorized Official

12/6/2018
Date

Client#: 1055845 ROBAUAS1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D : Liberty Insurance Underwriters, Inc.	19917
INSURER E : Charter Oak Fire Insurance Company	25615
INSURER F :	

INSURED
Robau and Associates, LLC
2770 Horseshoe Drive S
Suite 7
Naples, FL 34104

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6608C915518	02/12/2020	02/12/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
E	AUTOMOBILE LIABILITY	X	X	BA8C915868	02/12/2020	02/12/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	CUP3K690980	02/12/2020	02/12/2021	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	UB0K198511	02/12/2020	02/12/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			AEXNYAA9RTG005	02/12/2020	02/12/2021	$1,000,000 per claim $1,000,000 anni aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.
18-7432-CE-" Professional Services Library-Civil Engineering Category
Collier County Board of County Commissioners is named as an additional insured and certificate holder as respects the general liability policy as required by written contract. Thirty (30) days prior written notice of cancellation or material change except 10 days for non payment of premium will be given on all policies listed above.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3327 Tamiami Trail East
NAPLES, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MRLEW

Exhibit "B"

Articles of Merger

Following this page

CAO

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Bowman Gulf Coast LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Anya Boytsova
Contact Person

Bowman Consulting Group Ltd.
Firm/Company

12355 Sunrise Valley Dr., Ste 520
Address

Reston, VA 20191
City, State and Zip Code

aboytsova@bowman.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Anya Boytsova at (703) 464-1051
Name of Contact Person — Area Code — Daytime Telephone Number

☐ Certified copy (optional) $30.00

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CR2E080 (2/20)

Articles of Merger
For
Florida Limited Liability Company

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

Name	Jurisdiction	Form/Entity Type
Robau and Associates, LLC	Florida	LLC
# L08000011557		

FILED
2024 SEP 12 PM 12:43

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

Name	Jurisdiction	Form/Entity Type
Bowman Gulf Coast LLC	Florida	LLC
# L23000069711		

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

CAO

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

☑ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.

☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.

☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

_____

_____

_____

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

_____

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s) by:	Typed or Printed Name of Individual:
Robau and Associates, LLC	Emilio Robau	Emilio J. Robau,Managing Member
Bowman Gulf Coast LLC		Robert Hickey, Manager

Corporations:	Chairman, Vice Chairman, President or Officer *(If no directors selected, signature of incorporator.)*
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

Fees:				
For each Limited Liability Company:	$25.00	For each Corporation:	$35.00
For each Limited Partnership:	$52.50	For each General Partnership:	$25.00
For each Other Business Entity:	$25.00	**Certified Copy (optional):**	$30.00

BOWMAN CONSULTING GROUP LTD.
BOWMAN GULF COAST LLC
ROBAU AND ASSOCIATES, LLC
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (together with Exhibits and Schedules hereto the "Agreement") dated this 21st day of August 2024 (the "Execution Date"), by and among **BOWMAN CONSULTING GROUP LTD.**, a Delaware corporation ("Bowman"), **BOWMAN GULF COAST LLC,** a Florida limited liability company and wholly-owned subsidiary of Bowman ("Bowman Sub"), **ROBAU and ASSOCIATES, LLC,** a Florida limited liability company (the "Merged Company"), and **EMILIO J. ROBAU** (the "Member"). Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth in Section 1.3 below.

WITNESSETH

WHEREAS, the Merged Company is engaged in the business of providing civil engineering design, permitting, consulting, and project management services from its office in Naples, Florida (the "Business");

WHEREAS, the Member owns all of the issued and outstanding membership interests in the Merged Company (the "Merged Company Membership Interests");

WHEREAS, Bowman is the sole manager and sole member of Bowman Sub and as such is the sole owner of Bowman Sub;

WHEREAS, the Board of Managers and Member of the Merged Company have determined that the merger of Merged Company with and into Bowman Sub is in the best interests of the Merged Company and the Member and they have approved the merger in accordance with applicable Florida law and accordingly have agreed to effect the merger provided for herein upon the terms, and subject to the conditions set forth herein;

WHEREAS, Bowman and Bowman Sub, have determined that the merger of Merged Company with and into Bowman Sub is in the best interests of Bowman, Bowman Sub and the Merged Company and they have approved the merger in accordance with applicable Florida law and accordingly have agreed to effect the merger provided for herein upon the terms and subject to the conditions set forth herein;

WHEREAS, the parties intend that: (a) the Merged Company will merge with and into Bowman Sub in a forward triangular merger (the "Merger" or the "Transaction"); and (b) Bowman Sub will be the surviving entity of the Merger. When the Merger is effective the Member of Merged Company will receive a combination of capital stock of Bowman, cash, and Bowman's promissory note, all as more fully set forth herein. Each of these events will be subject to and carried out pursuant to the terms and conditions of this Agreement and Articles of Merger substantially in the form of Exhibit A and the applicable provisions of Florida law;

CAO

WHEREAS, the Merger is intended to be treated for Federal income tax purposes as a tax-free reorganization pursuant to the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by virtue of the provisions of Section 368(a)(1)(A) of the Code and specifically as a forward triangular merger as provided for in Section 368(a)(2)(D) of the Code;

WHEREAS, Bowman, Bowman Sub, the Member, and the Merged Company desire to make certain representations and warranties and other agreements in connection with the Transaction; and

WHEREAS, as a condition of Closing hereunder the Member shall be required to execute documents regarding his employment and post-employment activities, including a Non-Solicitation, Non-Competition and Non-Disclosure Agreement described herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Article 1
DEFINITIONS

1.1 Certain Matters of Construction. A reference to an Article, Section, Exhibit or Schedule shall mean an Article of a Section in or Exhibit or Schedule to, this Agreement unless otherwise expressly stated. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

1.2 Cross References. The following terms defined elsewhere in this Agreement in the Sections set forth below shall have the respective meanings therein defined:

Term	*Definition*
Agreement	Preamble
Bowman	Preamble
Bowman Indemnified Parties	Section 7.2
Bowman Stock Consideration	Section 2.4.2
Bowman Sub	Preamble
Business	Preamble
Cash Consideration	Section 2.4.3
Closing	Section 2.1
Closing Date	Preamble
Closing Date Balance Sheet	Section 2.6
Closing Date Income Sheet	Section 2.6
Deficit Equity	Section 2.4.4(a)
Disputed Accounting Matter	Section 11.8
Employee List	Section 4.10

CAO

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1.3 Certain Definitions. As used herein, the following terms shall have the following meanings:

Accounting Principles: shall mean GAAP, and to the extent there is a departure from GAAP by the Merged Company then Accounting Principles shall mean sound and consistent accounting practices, principles, policies, procedures, classifications, judgments, valuations and estimates.

Accounts Receivable: shall mean amounts owed to the Merged Company by its customers and evidenced by invoices which reflect only services rendered through the Closing Date, are dated no later than the Closing Date, and that are transmitted to customers in the Ordinary Course of Business no later than five (5) Business Days after the Closing Date.

Accrued Assumed Payroll: shall mean wages due to Merged Company employees as of the Closing Date, incurred in the Ordinary Course of Business plus the employer portion of payroll taxes due thereon, and subject to the following limitations (A) Accrued Assumed Payroll shall not exceed two (2) weeks/ eighty (80) hours of wages and payroll taxes and shall not include employer or employee share of payroll taxes, 401K, insurance, or related

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items not yet remitted with respect to prior payrolls, (B) Accrued Assumed Payroll shall not include any obligation to pay accrued bonus or other incentive payments above base compensation rates; and (c) Accrued Assumed Payroll shall not include the employer portion of payroll taxes that was deferred under the CARES Act. A schedule of such Accrued Assumed Payroll as of or about August 19, 2024 is set forth on Schedule 4.6.1(c).

Accrued Assumed PTO: shall mean accrued vacation, holiday and sick leave for each employee of the Merged Company hired by Bowman as of the Closing Date (other than for Member, for whom there shall be no Accrued Assumed PTO) all incurred in the Ordinary Course of Business, and not to exceed eighty (80) hours per employee.

Accrued Retained Payroll: shall mean any amount for any reason owed Merged Company employees as of the Closing Date that is not Accrued Assumed Payroll.

Accrued Retained PTO: shall mean accrued vacation, holiday and sick leave, (i) for each employee of the Merged Company hired by Bowman as of the Closing Date (other than for Member) that exceeds eighty (80) hours per employee, (ii) for each employee of the Merged Company who is not hired by Bowman; and (iii) for Member, whether more or less than eighty (80) hours.

Advance Billed Amount: shall mean the dollar amount, if any, by which amounts contained on invoices issued prior to the Closing Date reflect contractual billing milestones greater than the dollar amount of services actually rendered through the Closing Date, including without limitation amounts determined pursuant to the application of ASC Topic 606 issued by the Financial Accounting Standards Board.

Affiliate: with respect to any Person, any Person which, directly or indirectly, controls, is controlled by, or is under common control with, such Person.

Assumed Liabilities: shall mean the sum of Accrued Assumed Payroll, Accrued Assumed PTO, Trade Accounts Payable, and Client Prepayments, as set forth on the Closing Date Balance Sheet.

Average Stock Price: shall mean the average (mean) closing price of Bowman's common stock on Nasdaq for the twenty (20) trading days prior to the Closing Date, weighted by volume for each such trading day.

Backlog: shall mean the value of work to be performed after the Closing Date on behalf of Merged Company clients pursuant to client contracts.

Bowman Material Adverse Effect: any materially adverse change in or effect on the financial condition, business, operations, assets, properties, results of operations or prospects of Bowman; *provided, however*, that none of the following shall be deemed, either alone or in combination, to constitute, and there shall not be taken into account in determining whether there has been a Bowman Material Adverse Effect any adverse effect arising from or attributable or relating to: (a) any natural disaster or any acts of terrorism, sabotage, military action or war or any escalation or worsening thereof; (b) any event,

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occurrence, development or state of circumstances disclosed in or incorporated by reference in the exhibits or schedules attached to this Agreement; (c) the taking of any action or failure to act contemplated by this Agreement or with the written consent of Merged Company; (d) any conditions which abate or are cured by Bowman prior to Closing such that there no longer is a Bowman Material Adverse Effect, or (e) epidemic outbreak (including COVID-19).

Bowman Transaction Expenses: means all fees, costs, expenses and obligations (including any attorneys', accountants', consultants', financial advisory, brokers', investment bankers', and finder's fees) incurred by or otherwise approved by Bowman or Bowman Sub in connection with any of the following that remain unpaid as of the Closing Date: (i) the due diligence conducted by Bowman or Bowman Sub in connection with the transaction contemplated by this Agreement; (ii) the structuring, negotiation or consummation of the Transaction contemplated by this Agreement and the Transaction documents, including the preparation and review of this Agreement (including the disclosure schedules), and the Transaction documents; (iii) the preparation and submission of any filing or notice required to be made or given in connection with the transactions contemplated by this Agreement and obtaining any consent required to be obtained in connection with the Transaction; or (iv) transaction bonuses, discretionary bonuses, change-of-control payments, severance payments, phantom equity payouts, "stay put" or other compensatory amounts payable to any employee, independent contractor, director or other service provider of Bowman as a result of the Transaction (including the employer-paid portion of any employment or payroll Taxes that become payable in connection with payment thereof).

Breach: any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

Business Day: any day other than (a) Saturday or Sunday or (b) any other day on which banks in Florida are permitted or required to be closed.

Client Prepayments: shall mean payments received in the Ordinary Course of Business by the Merged Company from its clients in the form of retainers and other prepayments against fees to be earned, as identified on the Closing Date Balance Sheet.

COBRA: the provisions of Section 4980B of the Code and Part 6 of Title I of ERISA.

Commercial Software: those Merged Company assets that consist of packaged commercial software programs generally available to the public through retail dealers or authorized resellers in computer software or directly from the manufacturer which have been licensed to the Merged Company and which are used in the Business but are in no way a component of or incorporated in or specifically required to develop any of the Merged Company's products and related trademarks, and technology.

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Computer Hardware: shall mean the computer, information technology, and data processing equipment owned by the Merged Company.

Encumbrances: shall mean all options, proxies, voting trusts, voting agreements, judgments, pledges, charges, escrows, rights of first refusal or first offer, transfer restrictions, liens, claims, mortgages, security interests, indentures, equities, covenants, rights of way, and other encumbrances of every kind and nature whatsoever, including any arrangements or obligations to create any such encumbrance, whether arising by agreement, operation of law or otherwise.

Environmental Claim: any actual notice alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, response or remediation costs, natural resources damages, property damages, personal injuries, fines or penalties) arising out of, based on or resulting from (a) the presence, or release of any Materials of Environmental Concern at any location, operated by or under the control of the Merged Company, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

Environmental Law: any and all Federal, state or local statutes, regulations and ordinances relating to the protection of public health, safety or the environment.

ERISA: the Employee Retirement Income Security Act of 1974, as amended.

ERISA Affiliate: with respect to a party, any member (other than that party) of a controlled group of corporations, group of trades or businesses under common control or affiliated service group that includes that party (as defined for purposes of Section 414(b), (c) and (m) of the Code).

FLSA: shall mean the Fair Labor Standards Act of 1938 (29 U.S.C. 201, et seq.) as amended.

Fundamental Representations and Warranties: in the case of the Member those representations and warranties contained in Sections 3.1, 3.2, 3.4, 3.5, and 4.1 (a), (b) and (d); and in the case of Bowman and Bowman Sub those representations and warranties contained in Sections 5.1, 5.2, 6.1, and 6.2.

GAAP: generally accepted accounting principles for financial reporting in the United States, applied on a consistent basis.

Governing Documents: with respect to any particular entity, (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles of organization and operating agreement; (e) if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; (f) all equity-holders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights

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agreements or other agreements or documents relating to the organization, management or operation of any Person or relating to the rights, duties and obligations of the equity-holders of any Person; and (g) any amendment or supplement to any of the foregoing.

Governmental Entity: any governmental or public body or authority of the Federal government of the United States, or of any state, municipality, or other political subdivision located therein.

Indebtedness: shall mean: (a) the aggregate principal amount of, and accrued interest and prepayment penalties, premiums or breakage fees with respect to, all debt for borrowed money of Merged Company and all obligations of Merged Company evidenced by notes, debentures, bonds or similar instruments; (b) all obligations of Merged Company in respect of deferred purchase price for property or services, including capital leases, conditional sale agreements and other title retention agreements ((but excluding current trade payables and compensation expenses incurred in the Ordinary Course of Business); (c) all obligations of Merged Company under conditional sale or other title retention agreements; (d) all obligations of Merged Company in respect of letters of credit, acceptances or similar obligations and any reimbursement agreements with respect thereto; (e) all obligations of Merged Company under interest rate cap agreements, interest rate swap agreements, foreign currency exchange contracts or other hedging contracts (including breakage costs with respect thereto); (f) all obligations of Merged Company in respect of capitalized leases; (g) all obligations of Merged Company in respect of transaction bonuses, change-in-control payments, severance rights, deferred compensation payments, withdrawal liability under multiemployer plans and similar obligations triggered by the Transaction contemplated herein; and (h) any guaranty by Merged Company of the obligations of any Person with respect to any obligations of the type described in clauses (a) through (g).

Key Employees: shall mean the following employees of the Merged Company: Matthew DeFrancesco.

Knowledge of the Member or Member's Knowledge: shall mean the current actual knowledge of the Member after having conducted a reasonable inquiry.

Knowledge of Bowman: shall mean the current actual knowledge of Gary Bowman, Michael Bruen, Bruce Labovitz, Robert Hickey, and Timothy Vaughn after having conducted a reasonable inquiry.

[redacted]

Losses: shall mean all actions, lawsuits, proceedings, hearings, investigations, charges, complaints, Third Party Claims, demands, injunctions, judgments, Orders, liabilities, decrees, rulings, dues, obligations, Taxes, liens, assessments, levies, losses, lost profits, diminution in value, fines, penalties, damages, costs, fees and expenses, including reasonable and documented attorneys', accountants', investigators', and experts' fees and expenses incurred by any Indemnified Party in investigating or defending any of the foregoing or in connection with the enforcement of the Indemnified Party's rights under this Agreement or any agreement entered into in connection herewith, but excluding in each case indirect, special or consequential damages or punitive damages except to the extent awarded or finally determined in a third party claim. For purposes of determining the amount of Loss, the amount of any Loss shall first be reduced by any insurance proceeds received in respect thereof (in each case net of costs of recovery).

Materials of Environmental Concern: petroleum and its by-products and any and all other substances or constituents to the extent that they are regulated by, or form the basis of liability under, any Environmental Law.

[redacted]

Maximum Fundamental Indemnity Amount: shall mean the total amount of Merger Consideration paid or payable under this Agreement.

Merged Company Material Adverse Effect: any materially adverse change in or effect on the financial condition, Business, operations, Merged Company assets, properties, results of operations or prospects of the Merged Company; *provided, however*, that none of the following shall be deemed, either alone or in combination, to constitute, and there shall not be taken into account in determining whether there has been a Merged Company Material Adverse Effect: any adverse effect arising from or attributable or relating to: (a) any natural disaster or any acts of terrorism, sabotage, military action or war or any escalation or worsening thereof; (b) any event, occurrence, development or state of circumstances disclosed in or incorporated by reference in the exhibits or schedules attached to this Agreement; (c) the taking of any action or failure to act contemplated by this Agreement or with the written consent of Bowman; (d) any conditions which abate or are cured by the Merged Company prior to Closing such that there no longer is a Merged Company Material Adverse Effect; or (e) epidemic outbreak (including COVID-19).

Merged Company Transaction Expenses: means all fees, costs, expenses and obligations (including any attorneys', accountants', consultants', financial advisory, brokers', investment bankers', and finder's fees) incurred by or otherwise approved by the Member, the Merged Company in connection with any of the following that remain unpaid as of the Closing Date: (i) the due diligence conducted by the Merged Company or the Member in connection with the transaction contemplated by this Agreement; (ii) the structuring, negotiation or consummation of the Transaction contemplated by this Agreement and the Transaction documents, including the preparation and review of this Agreement (including the disclosure schedules), and the Transaction documents; (iii) the preparation and submission of any filing or notice required to be made or given in connection with the

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Transaction and obtaining any consent required to be obtained in connection with the Transaction; or (iv) Transaction bonuses, discretionary bonuses, change-of-control payments, severance payments, phantom equity payouts, "stay put" or other compensatory amounts payable to any employee, independent contractor, director or other service provider of the Merged Company as a result of the Merger (including the employer-paid portion of any employment or payroll Taxes that become payable in connection with payment thereof).

[redacted]

Naples Lease: shall mean the lease between 2770 SHD7, LLC as Landlord and Merged Company as tenant for 2770 Horseshoe Drive S, Suite 7, Naples, Florida 34104.

Order: any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Entity or arbitrator.

Ordinary Course of Business: an action taken by a Person will be deemed to have been taken in the Ordinary Course of Business only if that action: is consistent in all material respects in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person; does not require authorization by the board of managers or members of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature; and is similar in all material respects in nature, scope and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal, day-to-day operations of other Persons that are in the same line of business as such Person.

Permitted Encumbrances: (a) Encumbrances on personal property leased under operating leases disclosed to Bowman, (b) Encumbrances for taxes not yet due and payable, and (c) such imperfections or minor defects of title, easements, rights-of-way and other similar restrictions (if any) as are insubstantial in character, amount or extent, do not materially detract from the value or interfere with the present or proposed use of the properties or assets of the party subject thereto or affected thereby, and do not otherwise adversely affect or impair the business or operations of such party.

Person: an individual, a corporation, an association, a limited liability company, a partnership, a limited liability partnership, an estate, a trust, a Governmental Entity, and any other entity or organization.

Prepaid Expenses: shall be a prepaid expense as defined by GAAP.

Subsidiary (or Subsidiaries): means with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the

happening of a contingency that has not occurred), are held by the Owner and/or one or more of its Subsidiaries.

Taxes: means all taxes, levies and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, assessments or similar charges in the nature of a tax, including unemployment insurance payments and workers compensation premiums, together with any installments with respect thereto, and any interest, fines and penalties, imposed by any Governmental Entity (including federal, state, municipal and foreign Governmental Entities), and whether disputed or not.

Tax Returns: means all returns, declarations, reports, statements and other documents filed or required to be filed in respect of Taxes, and the term Tax Return means any one of the foregoing Tax Returns.

Third Party Claim: shall mean any claim against any Indemnified Party by a Person that is not a party to this Agreement.

Trade Accounts Payable: shall mean amounts owed by the Merged Company to third-party vendors incurred in the Ordinary Course of Business, but obligations to subcontractors and subconsultants shall be included in Trade Accounts Payable only if (i) the associated invoice from the Merged Company to the Merged Company client has been issued on or before the Closing Date and is reflected in Accounts Receivable, and (ii) the subcontractor or subconsultant is on a "pay if paid" basis. For purposes of clarity Trade Accounts Payable shall not include Merged Company Transaction Expenses.

Work in Process: shall mean the aggregate value of services performed and earned by the Merged Company for its clients through the Closing Date but in the Ordinary Course of Business is not yet invoiced to its clients nor reflected in Accounts Receivable, all as determined pursuant to the Accounting Principles.

Working Capital: shall mean the dollar amount of Accounts Receivable less the dollar amount of Assumed Liabilities.

Article 2
THE PLAN OF MERGER

2.1 The Merger.

Subject to and upon the terms and conditions of this Agreement and the Articles of Merger, and on the basis of the representations, warranties, covenants, and agreements herein contained, at the closing of the Transaction contemplated by this Agreement (the "Closing") and conditioned upon all of the conditions precedent to Closing contained in Article 9 below being met or waived, the Merged Company will merge with and into Bowman Sub in accordance with the applicable provisions of Florida law. The Closing shall take place at the offices of Bowman in Reston,

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Virginia, or remotely by exchange of documents and signatures (or their electronic counterparts), on August 21, 2024 (the "Closing Date"). If all of the conditions to the obligations of the parties to consummate the transactions contemplated hereby, including those contained in Article 7 below have not been satisfied by August 21, 2024, then Bowman and Merged Company shall each have the unilateral right to extend the Closing Date for ten (10) additional days through September 6, 2024, and Bowman, Bowman Sub, Merged Company and Member shall use reasonable and good faith efforts to timely satisfy such conditions. The Closing shall be effective as of 11:59 p.m. on the Closing Date. The Merger shall become effective once Articles of Merger have been filed by Bowman with the Florida Department of State on the Closing Date. On the Closing Date (i) the Merged Company will merge with and into Bowman Sub, which will be the Surviving Entity and the separate existence of the Merged Company will thereupon cease; (ii) the Governing Documents of Bowman Sub as of the Closing Date will remain the Governing Documents of the surviving entity; (iii) the board of manager and officers of the Merged Company immediately prior to the Closing Date will resign; and (iv) the Merger will, from and after the Closing Date, have all of the effects and consequences provided by applicable law. As a result of the Merger Bowman Sub will own all of the assets of the Merged Company's Business (the "Merged Company Assets"), subject only to the Assumed Liabilities and excluding the assets identified on Schedule 2.2(b). The Merged Company Assets shall include:

(a) All contracts, contract rights, service agreements, employment relationships and business relationships related to the Business.

(b) All past, present and prospective customers, customer lists, list of prospective customers, files and records and rights under contracts, goodwill (including all trade names, the Merged Company name, domain names and telephone numbers) and all other intangible assets (including advertising, trade secrets, trademarks, and copyrights) related to the Business.

(c) All Accounts Receivable generated in connection with the Business through the Closing Date and all Work in Process through the Closing Date.

(d) All technology used, licensed or created by the Merged Company in connection with the Business.

(e) All fixed assets of Merged Company used in connection with the Businesses including without limitation computer hardware and software, computer systems, furniture, fixtures, vehicles, machinery, plant or other equipment, and survey equipment.

(f) All supplies, and inventory.

(g) All security deposits made by Merged Company and Client Prepayments included in Working Capital. All intangible assets and intellectual property of the Merged Company or otherwise related to any of the items in this Section 2.1, including documents, computer and digital files, records, information, and intellectual property rights (including rights to works made for hire by Merged Company employees and independent contractors), all trademarks, copyrights, goodwill (including any trade names, the name "Robau and Associates,

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LLC", "Robau and Associates" or similar names related to the Business and associated goodwill), the website address ("url") for www.robau-designs.com and any other url owned by the Merged Company, and all website content included therein or associated therewith, all technology used, licensed to or created by Merged Company or otherwise related to the Business, all rights to telephone and fax numbers, and to all Merged Company project history and all other intangible assets derived from or otherwise related to the Business or in any way related to any of the other items in this Section 2.1.

(h) All documents, computer files, records and information related to the items specified in (a) through (g) above.

2.2 Pre-Closing Distributions by Member.

Prior to Closing, Member may distribute from the Merged Company:

(a) The Merged Company's cash on hand, cash equivalents, and marketable securities.

(b) Personal assets and personal use vehicles of the Member as agreed upon by the Member and Bowman and set forth on Schedule 2.2(b).

2.3 Capital Structure of the Constituent Companies and Bowman.

(a) Merged Company. The Merged Company is a Florida limited liability company. The Member is the sole owner and member of Merged Company.

(b) Bowman Sub. Bowman Sub is a Florida limited liability company whose sole member and Manager is Bowman.

(c) Bowman. Bowman is a Delaware corporation, the authorized capitalization of which consists of 30,000,000 authorized shares of common stock par value of $.01 per share, of which 16,597,220 shares are outstanding as of June 30, 2024, and 5,000,000 authorized shares of preferred stock par value of $.01 per share, of which -0- are issued and outstanding as of the date hereof.

2.4 Exchange of Stock and Merger Consideration.

2.4.1 Merger Consideration. Upon the Closing Date of the Merger, the membership interests of the Merged Company shall be cancelled and retired and converted into the right to receive the Merger Consideration set forth in the Article 2. The Merger Consideration to be issued and paid to the Member and shall include and consist of the Stock Consideration, the Cash Consideration, and the Promissory Note.

2.4.2 Bowman Stock Consideration. Upon the Closing Date of the Merger, Bowman shall issue to the Member [redacted]

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[redacted]The Member shall execute the Lock-Up Agreement in the form attached hereto as Exhibit B, it being understood and agreed that issuance of shares of capital stock of Bowman under this Article 2 shall be conditioned upon execution of the Lock-Up Agreement by the Member. [redacted]

(b) Accounts Receivable Adjustment. During the one (1) year period beginning on the Closing Date Bowman will use commercially reasonable efforts to collect Accounts Receivable and shall provide to the Member a final report within sixty (60) days of such one-year period of the results of its collection activities, and quarterly reports within sixty (60) days of the end of each calendar quarter. [redacted] ollowing any adjustment pursuant to this Section 2.4.4(b) Bowman shall continue to use commercially reasonable efforts in accordance with its standard practice to collect any such uncollected Accounts Receivable, and any amounts thereafter collected shall be added, without interest, to the next payment due under

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the Promissory Note. By agreeing to perform services and make efforts to collect Accounts Receivable neither Bowman nor Bowman Sub shall be deemed in any manner to guarantee the collection of Accounts Receivable and shall not be liable for any outside costs of collection such as collection agencies or legal fees. The adjustment set forth in this Section 2.4.4(b) shall be the first adjustment with respect to Accounts Receivable and the indemnification provisions of Section 7.2 shall not apply with respect to Accounts Receivable unless and until the adjustment set forth herein exceeds the then principal balance of the Promissory Note.

2.5 Additional Actions. If, at any time after the Closing Date, any further action is necessary or desirable to carry out the purposes of this Agreement or to vest, perfect or confirm in Bowman title to or ownership or possession of the Business Assets acquired pursuant to this Agreement, the Member, Bowman Sub and Bowman will in their name and in the name of their respective corporations or otherwise take, and will take, all such lawful and necessary action, so long as such action is consistent with this Agreement. The Member shall have reasonable access to the documents, files and records referred to in Section 2.1 above for purposes of litigation, responding to claims, and similar needs.

2.6 Closing Date Balance Sheet; Closing Date Income Sheet.

Within the later to occur of (i) thirty (30) days after the Closing Date or (ii) the last day of the calendar quarter during which the Closing Date occurs, the Member shall deliver to Bowman the Merged Company's general ledger and such other accounting information reasonably requested by Bowman to produce a Closing Date Balance Sheet and Closing Date Income Statement in accordance with GAAP. The general ledger and other accounting information shall be current as of the Closing Date, and if prior to the Closing Date the Merged Company's financial records did not comply with GAAP, such general ledger and other accounting information shall be prepared and delivered in accordance with the Accounting Principles. Within ninety (90) days after receipt of all such information Bowman shall prepare and deliver to the Member a Closing Date Balance Sheet reflecting assets and liabilities on the Closing Date (including all amounts necessary to compute Working Capital hereunder) and a Closing Date Income Statement reflecting actual financial performance during the period from January 1, 2024 through the Closing Date. The Closing Date Balance Sheet shall include a schedule listing by client, project, vendor, and dollar amount the Work in Process, Backlog, Accounts Receivable, and Assumed Liabilities on the Closing Date. Within ten (10) Business Days after the receipt of such Closing Date Balance Sheet, the Member will propose to Bowman any changes to such Closing Date Balance Sheet and its schedule(s) (and in the event no such changes are proposed in writing to Bowman within such time period, Member will be deemed to have agreed to, and accepted, the Closing Date Balance Sheet and its schedule(s)). The Member and Bowman will endeavor in good faith to resolve any differences with respect to the Closing Date Balance Sheet and its schedule(s) within ten (10) Business Days after Bowman's receipt of written notice of objection from the Member, unless extended by mutual agreement of Bowman and the Member. If the Member and Bowman are unable to timely resolve differences with respect to the Closing Date Balance Sheet and/or any amount related thereto then either Bowman or the Member may invoke the Disputed Accounting Matter provisions in Section 11.8 below with respect to such determination.

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Article 3
REPRESENTATIONS AND WARRANTIES OF THE MEMBER

The Member hereby makes the following representations and warranties to Bowman and Bowman Sub:

3.1 Capacity; Power and Authority.

The Member has the full power and authority, to execute and perform this Agreement and all the other Transaction documents to be executed or delivered by the Member in connection with the Transaction contemplated by this Agreement, including without limitation the Non-Solicitation, Non-Competition and Non-Disclosure Agreement. No other proceedings are necessary on the part of Member to authorize the execution, delivery and performance of this Agreement and the other Transaction documents by the Member and the consummation by the Member of the Transaction contemplated herein and therein.

3.2 Enforceability.

This Agreement has been duly authorized, executed and delivered by the Member and constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms, except to the extent enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies. At the Closing, the Transaction documents to be executed and delivered by the Member will be duly executed and delivered by the Member and will constitute valid and binding obligations of the Member, enforceable in accordance with their terms, except to the extent enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

3.3 Consents; Non-contravention.

Member does not need to give any notice to, make any filing with, or obtain any authorization, consent, order or approval of any Person in connection with the Member execution and delivery of this Agreement and the other Transaction documents or the consummation of the Transaction contemplated herein and therein. Neither the execution, delivery and performance of this Agreement and the other Transaction documents, nor the consummation of the transactions contemplated herein and therein: (a) will conflict with, result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights under, any unsatisfied material contract to which either of the Member is a party, subject or otherwise bound; (b) will, to the Knowledge of the Member, violate any law or order to which Member or any of Member's assets or businesses is subject or otherwise bound; or (c) will, to the Knowledge of the Member, result in the creation or imposition of any Encumbrance upon any of the assets or businesses of a Member.

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3.4 No Acquisitions.

Except for this Agreement, no Member is a party to or bound by any agreement, undertaking or commitment with respect to any purchase, sale, share exchange, merger, reorganization, consolidation or similar transaction involving the Merged Company Membership Interests.

3.5 Title to Merged Company Membership Interests; Capitalization.

No Person other than the Member owns or possesses any equity securities or rights to acquire equity securities of the Merged Company, or any equity appreciation rights, phantom equity interest., or similar equity based-rights with respect to the Merged Company. The Member does not have any agreements or understandings with respect to the sale or issuance of any equity securities of the Merged Company. The Member holds of record and owns beneficially all of the issued and outstanding equity interests of the Merged Company.

3.6 Litigation.

There is no litigation, arbitration, action, suit, judgment, order, injunction, proceeding or investigation pending or, to the Knowledge of Member, threatened against the Member with respect to the Transaction contemplated by this Agreement or which would reasonably be excepted to have a material impact on the ability of the Member to consummate the Transaction contemplated by this Agreement.

3.7 Investment Representations and Warranties.

(a) The Bowman Stock Consideration is being obtained by the Member for his own respective account for investment purposes, and not with a view toward or for offer or resale in connection with any distribution thereof, or with any present intention of offering, distributing, or selling. The Member acknowledges that the Bowman Stock Consideration has not been registered under the securities laws of any jurisdiction, including the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act"), or any state securities laws, and agrees that the Bowman Stock Consideration may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless the Bowman Stock Consideration is registered under any such laws or unless an exemption from such registration is available under such laws.

(b) The Member (either alone or together with their advisor) (i) has had access to and continues to have access to information from Bowman concerning Bowman and the Member's investment, (ii) has had the opportunity to discuss the business of Bowman with the management of Bowman, including the opportunity to ask questions of and receive answers from Bowman and (ii) has had the opportunity to obtain any and all additional information necessary to verify the accuracy of information that the Member deems relevant to make an informed investment decision as to the acquisition of the Bowman Stock Consideration.

(c) The Member (either alone or together with their advisor) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Bowman Stock Consideration and is capable of bearing

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the economic risks of such investment. The Member is an Accredited Investor as defined in Rule 501 of Regulation D promulgated under the Securities Act.

(d) The Member agrees that the Bowman Stock Consideration shall bear the following restrictive legend:

> "THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT'), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS BOWMAN HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH APPLICABLE LAWS."

Article 4
REPRESENTATIONS AND WARRANTIES OF THE MEMBER WITH RESPECT TO THE MERGED COMPANY

The Member hereby makes the following representations and warranties to Bowman and Bowman Sub with respect to the Merged Company:

4.1 Organization, Authority for Agreement; Enforceability.

(a) The Merged Company is a limited liability company duly formed, validly existing and in good standing under the laws of the state of Florida, with the requisite power to own, operate and lease its properties and to carry on the Business as now being conducted. On the Closing Date the Merged Company shall have no subsidiaries. The Merged Company has qualified as a foreign corporation, and is in good standing, under the laws of all jurisdictions where the nature of its business or the nature or location of its assets require such qualification.

(b) The Merged Company is duly licensed in each jurisdiction in which it conducts business and in which it is required to be licensed. During the past three calendar years and during the current year, the Member has not received any correspondence from any Governmental Entity having jurisdiction over the Merged Company which, after any applicable cure period or reasonable period of time to address, could reasonably be expected to lead to a Merged Company Material Adverse Effect. For clarity, "correspondence from any Governmental Entity," as used in the preceding sentence, does not refer to correspondences from a Governmental Entity if written in their capacity as a client of the Merged Company.

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(c) The Merged Company has the requisite power and authority to enter into this Agreement and to consummate the Transaction contemplated hereby to the extent of its obligations hereunder. This Agreement has been approved by the Merged Company's board of managers and Member as required by the Merged Company's Governing Documents and applicable law, and the Person executing this document on behalf of the Merged Company has been validly authorized to do so. This Agreement will not violate any provision of the Merged Company's Governing Documents.

(d) This Agreement has been duly authorized, executed and delivered by the Merged Company and constitutes a legal, valid and binding agreement of the Merged Company, enforceable against the Member in accordance with its terms, except to the extent enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies. At the Closing, the Transaction documents to be executed and delivered by the Merged Company will be duly executed and delivered by the Merged Company and will constitute valid and binding obligations of the Merged Company, enforceable in accordance with their terms, except to the extent enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

4.2 Compliance with Governing Documents and Applicable Law.

The Merged Company has all requisite licenses, permits and certificates from all Governmental Entities (collectively, "Permits") necessary to conduct the Business as currently conducted, and to own, lease and operate its properties in the manner currently held and operated. All of the Merged Company's Permits are in full force and effect. All personnel of the Merged Company who are required to be licensed are duly licensed by the appropriate Governmental Entity.

4.3 Litigation and Investigations.

4.3.1 Except as set forth on Schedule 4.3 there is (a) no investigation by any Governmental Entity with respect to the Merged Company pending or, to the Knowledge of the Member, threatened, nor has any Governmental Entity indicated to the Merged Company an intention to conduct the same; (b) there is no claim, action, suit, arbitration or proceeding pending or, to the Knowledge of the Member, threatened against or involving the Merged Company, or any of its respective assets or properties, at law or in equity, that, if adversely determined, would have a Merged Company Material Adverse Effect or would prevent or materially delay the consummation of the transactions contemplated hereby; and (c) there are no judgments, decrees, injunctions or Orders of any Governmental Entity or arbitrator outstanding against the Merged Company.

4.3.2 Merged Company has not received any notice alleging a breach by Merged Company of any Client Contract which anticipates provision of services after the Closing Date or a claim of back-charge or similar offset with respect to any such Client Contract.

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4.3.2 There is no bankruptcy proceeding currently filed with the Merged Company as debtor or debtor in possession, and to the Knowledge of the Member none is contemplated or threatened. With respect to any matter described on Schedule 4.3, the Merged Company has given proper and timely notice to its applicable insurance carrier(s) and such carrier(s) have not denied coverage or issued a reservation of rights letter except as set forth on Schedule 4.3.

4.3.4 Notwithstanding that a matter is listed on Schedule 4.3, the Member warrants and represents that neither Bowman Sub, nor Bowman shall have any liability with respect to such matter after the Closing Date, and should either Bowman or Merged Company sustain a Loss with respect to such matter the Bowman Indemnified Parties shall be entitled to indemnification hereunder.

4.4 No Broker's or Finder's Fees.

The Merged Company is not obligated to pay any fee or commission to any broker, finder, financial advisor or intermediary in connection with the transactions contemplated by this Agreement which is, or could become, an obligation of Bowman Sub or Bowman.

4.5 Condition.

To the Knowledge of the Member all material facilities, equipment and personal property owned by the Merged Company and regularly used in the Business are in good operating condition and repair, ordinary wear and tear excepted.

4.6 Financial Statements and Backlog.

4.6.1 The Merged Company has previously furnished Bowman with accurate and complete copies of: the balance sheet and income statement of the Merged Company as of (i) December 31, 2019, (ii) December 31, 2020, (iii) December 31, 2021, (iv) December 31, 2022, and (v) December 31, 2023 and year to date through July 31, 2024 (collectively the "Merged Company Financial Statements"). The Merged Company Financial Statements (including any related notes) fairly present in all material respects the financial position and operations of the Merged Company as of the dates thereof, and (ii) each of the Merged Company Financial Statements (including any related notes) are prepared in accordance with the Accounting Principles. Except as set forth on Schedule 4.6.1, the Merged Company has no Indebtedness other than that which is fully reflected or provided for as a liability on, or disclosed in the notes to, the balance sheets included in the Merged Company Financial Statements. The Merged Company Indebtedness at Closing shall consist only of the Assumed Liabilities. After the Closing Date neither the Merged Company, Bowman Sub, nor Bowman shall be liable for any of the following obligations (the "Excluded Obligations):

(a) Obligations of the Merged Company for Taxes of any type; or for or with respect to any ERISA or Merged Company Plans for any period up to and including the Closing Date, and specifically including any Taxes resulting from the Transaction.

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(b) Obligations of the Merged Company for any Merged Company Transaction Expenses.

(c) Obligations of the Merged Company relating to employees or former employees of the Merged Company for any reason, except for Accrued Assumed Payroll and Accrued Assumed PTO set forth on Schedule 4.6.1(c).

(d) Obligations of the Merged Company for any claims, investigations, lawsuits or violations of law for any period ending on or before the Closing Date.

(e) Obligations to clients for any actions or failures to act, errors, omissions, negligence or willful misconduct by the Merged Company, or any Merged Company employee or agent for any period ending on or before the Closing Date.

(f) Obligations secured by one or more Pre-Closing Distributions by Member set forth on Schedule 2.2(b).

(g) Obligations to employees of Merged Company for bonuses or other incentive compensation for any period prior to the Closing Date, including without limitation 2023 or any partial period of 2024.

(h) Any other Indebtedness of the Merged Company that is not an Assumed Liability.

4.6.2 Attached hereto as Schedule 4.6.2 is a listing of the Merged Company's Backlog by client, project, and projected dollar value of services to be performed as of August 18, 2024. The Member represents and warrants that to the Knowledge of the Member such Backlog is expected to be performed and invoiced in the Ordinary Course of Business, except as otherwise set forth on Schedule 4.6.2, or except as may be modified by the respective client in accordance with the applicable Client Contract after the Closing Date.

4.7 No Encumbrances.

Except as set forth on Schedule 4.7, on the Closing Date, the Merged Company assets shall not be subject to any Encumbrances other than the Permitted Encumbrances.

4.8 Tax Matters.

4.8.1 The Merged Company have timely filed, or will prepare and file, all federal, state, local and foreign income, information and other Tax Returns that were required to be filed by it on or prior to the Closing Date. No material issues have been raised by or, to the Member's Knowledge, are currently pending with any Governmental Authority with respect to any such Tax. No extension of time to file any such Tax Return has been requested from or granted by any Governmental Entity.

4.8.2 The Merged Company has timely paid all Taxes imposed upon the Merged Company or for which the Merged Company is liable, whether to Governmental Entities or other

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Persons (such as, for example, under tax allocation agreements), with respect to all taxable periods or portions of periods ending on or before the Closing Date, taking extensions into account, other than Taxes that are not yet due and payable and Taxes that are being contested in good faith by the Merged Company. The unpaid Taxes of the Merged Company that are not yet due and payable do not exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth or included in the Closing Date Balance Sheet, as adjusted for the passage of time through the Closing Date, in accordance with the past practices of the Merged Company.

4.8.3 The Merged Company has not been the subject of any tax audit or tax investigation by any Governmental Entity with respect to any taxable periods or portions of periods ending on or before the Closing Date. No claim has ever been made by any Governmental Entity in a jurisdiction where the Merged Company does not file Tax Returns that the Merged Company is or may be subject to taxation by that jurisdiction, and the Merged Company is not subject to taxation in any jurisdiction other than the jurisdictions in which the Merged Company has been operating.

4.8.4 All Taxes required to be withheld by or on behalf of the Merged Company in connection with amounts paid or owing to any employee, independent contractor, creditor or other Person have been properly withheld, and all such Taxes either have been duly and timely paid to the proper Governmental Entities, in circumstances where such Taxes have not yet become due and payable, have been set aside in segregated accounts to be paid to the proper Governmental Entity, and the Merged Company has maintained complete, correct and up-to-date records that comply with all applicable Tax Laws with respect to such withholdings.

4.8.5 The Merged Company is not a party to or bound by any tax indemnity agreement, tax sharing agreement, tax allocation agreement or any similar arrangement for the sharing of Tax liabilities or benefits. The Merged Company is not liable to pay, reimburse or indemnify any Person (including a tax authority) in respect of the Tax liability of another Person, whether or not as a consequence of such third person failing to discharge such liability.

4.8.6 The Merged Company has not agreed to make, nor is it required to make , any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise.

4.9 Employee Benefit Plans.

4.9.1 List of Plans. The Merged Company maintains and will retain a correct and complete list of any and all pension, profit sharing, retirement, deferred compensation, welfare, legal services, medical, dental or other employee benefit or health insurance plans, life insurance or other death benefit plans, disability, stock option, stock purchase, stock compensation, bonus, vacation pay, severance pay and other similar plans, programs or agreements, and every material written personnel policy, relating to any persons employed by the Merged Company or in which any person employed by the Merged Company is eligible to participate and which is currently maintained or that was maintained at any time in the last five calendar years by the Merged Company or any ERISA Affiliate (collectively, the "Merged Company Plans"). A Schedule of the

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Merged Company Plans, if any, maintained by the Merged Company on the date hereof and the five (5) years prior hereto is attached hereto as Schedule 4.9.

4.9.2 ERISA. The Merged Company Plans, if any, are in compliance in all material respects with ERISA. Neither the Merged Company nor any ERISA Affiliate of the Merged Company, nor any of their directors, officers, employees or agents, nor any trustee or administrator of any trust created under the Merged Company Plans, has engaged in or been a party to any "prohibited transaction" as defined in Section 4975 of the Code and Section 406 of ERISA which could subject the Merged Company or its Affiliates, directors or employees or the Merged Company Plans or the trusts relating thereto or any party dealing with any of the Merged Company Plans or trusts to any tax or penalty on "prohibited transactions" imposed by Section 4975 of the Code.

4.9.3 Plan Determinations. The form of each Merged Company Plan intended to qualify under Section 401(a) of the Code has been determined by the Internal Revenue Service to so qualify, and the trusts created thereunder have been determined to be exempt from tax under Section 501(a) of the Code; and, to the Knowledge of the Member, nothing has occurred since the date of any such determination which might cause the loss of such qualification or exemption. With respect to each Merged Company Plan which is a qualified profit sharing plan, all employer contributions accrued prior to the Closing under the Merged Company Plan terms and applicable law have been made.

4.9.4 Funding. Except as set forth on Schedule 4.9:

(a) all contributions, premiums or other payments due or required to be made to the Merged Company Plans, if any, as of the date hereof have been made as of the date hereof and will be made as of the Closing Date;

(b) there are no actions, liens, suits or claims (other than routine claims for benefits) pending or, to the Knowledge of the Member, threatened with respect to any Merged Company Plan;

(c) to the Knowledge of the Member each Merged Company Plan that is a "group health plan" (as defined in Section 607(1) of ERISA), if any, has been operated at all times in substantial compliance with the provisions of COBRA and any applicable, similar state law; and

(d) with respect to any Merged Company Plan that is qualified under Section 401(k) of the Code, individually and in the aggregate, no event has occurred, and to the Knowledge of the Member, there exists no condition or set of circumstances in connection with which the Merged Company could be subject to any liability (except liability for benefits claims and funding obligations payable in the Ordinary Course of Business) that is reasonably likely to have a Merged Company Material Adverse Effect under ERISA, the Code or any other applicable law.

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(e) Notwithstanding that a matter is listed on any Schedule 4.9 the Merged Company and Member warrant and represent that Bowman or Bowman Sub shall not have any liability to any party with respect to such matter or plan.

4.10 Employment-Related Matters; Compliance with Laws.

4.10.1 The Merged Company has heretofore delivered to Bowman a list (the "Employee List") dated as of August 1, 2024 containing the name of each employee of the Merged Company and each such employee's position, starting employment date, annual salary or hourly rate, and whether the Merged Company deems such Employee an Exempt Employee or a Non-Exempt Employee. The Employee List is correct and complete as of the date of the Employee List. The Merged Company is not a party to any collective bargaining agreement or other contract or agreement with any labor organization or other representative of any of the employees of the Merged Company. The Merged Company has properly classified its employees as exempt or non-exempt under the FLSA and has complied with minimum wage, overtime pay, recordkeeping, youth employment and requirements of the FLSA. All salaries, wages, vacation pay, bonuses, commissions and other compensation due from the Merged Company to the employees of the Merged Company before the most recent Merged Company payroll date before the Closing Date have been paid.

4.10.2 Except for those matters set forth on Schedule 4.10.2, and those for matters which, individually or in the aggregate, would not have a Merged Company Material Adverse Effect, there are no present actions or activities, or actions or activities by the Merged Company, or any circumstances, conditions, events or incidents, with respect to its employment of any person that could reasonably form the basis of any employment related claim against the Merged Company. The Merged Company funds its payroll not less frequently than bi-monthly. No third party has asserted any claim, or, to the Knowledge of the Member, has any reasonable basis to assert any valid claim, against the Merged Company that either the continued employment by, or association with, the Merged Company of any of the present officers or employees of, or consultants to, the Merged Company contravenes any agreements or laws applicable to unfair competition, trade secrets or proprietary information.

4.11 Environmental Compliance.

4.11.1 Environmental Laws. Except for matters which, individually or in the aggregate, would not have a Merged Company Material Adverse Effect, (a) the Merged Company is in compliance with all applicable Environmental Laws in effect on the date hereof; (b) the Merged Company has not received any written communication that alleges that the Merged Company is not in compliance in all material respects with all applicable Environmental Laws in effect on the date hereof; (c) to the Knowledge of the Member, there are no existing circumstances that may prevent or interfere with the Merged Company's compliance in the future with all currently applicable Environmental Laws; (d) all material Permits and other governmental authorizations currently held by the Merged Company pursuant to the Environmental Laws are in full force and effect, to the Knowledge of the Member the Merged Company is in compliance with all of the terms of such Permits and authorizations, and no other Permits or authorizations are required by the Merged Company for the conduct of the Business on the date hereof; and (e) the

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management, handling, storage, transportation, treatment, and disposal by the Merged Company of all Materials of Environmental Concern has been in compliance with all applicable Environmental Laws.

4.11.2 Environmental Claims. There is no Environmental Claim pending or, to the Knowledge of the Member, threatened against or involving the Merged Company or against any person or entity whose liability for any Environmental Claim the Merged Company has or may have retained or assumed either contractually or by operation of law.

4.11.3 No Basis for Claims. Except for matters which, individually or in the aggregate, would not have a Merged Company Material Adverse Effect there are no past or present actions or activities by the Merged Company, or to the Knowledge of the Member, any existing circumstances, conditions, events or incidents, including the storage, treatment, release, emission, discharge, disposal or arrangement for disposal of any Material of Environmental Concern, whether or not by the Merged Company, that could reasonably form the basis of any Environmental Claim against the Merged Company or against any person or entity whose liability for any Environmental Claim the Merged Company may have retained or assumed either contractually or by operation of law, including, without limitation, the storage, treatment, release, emission, discharge, disposal or arrangement for disposal of any Material of Environmental Concern or any other contamination or other hazardous condition, related to the premises at any time occupied by the Merged Company.

4.12 Leases and Compliance with Laws.

4.12.1 Office Lease. Schedule 4.12.1 sets forth as of the date hereof each lease of real property to which the Merged Company is a party, by location, start date, end date of term (not including any unexercised extensions) and current monthly rent (including all taxes, insurance, maintenance and similar fees related thereto). The Merged Company has provided Bowman with true, accurate and complete copies of the Office Lease and any operating or capital leases related to the Business, and the Merged Company's obligations under such leases shall be fully paid up to the Closing Date. The Office Lease is in full force and effect and are binding and enforceable against each of the parties thereto in accordance with its respective terms. Except as set forth on Schedule 4.12.1, neither the Merged Company nor, to the Knowledge of the Member, any other party to an Office Lease, has committed a material breach or default under any Office Lease, nor has there occurred any event that with the passage of time or the giving of notice or both would constitute such a breach or default, nor, to the Knowledge of the Member, are there any facts or circumstances that would reasonably indicate that the Merged Company is likely to be in material breach or default thereunder. All leasehold improvements and fixtures, or parts thereof, used by the Merged Company in the conduct of its business are in good operating condition and repair, ordinary wear and tear excepted, and are insured with coverage that is usual and customary for similar properties and similar businesses or are required, pursuant to the terms of the Office Lease, to be insured by third parties. Other than pursuant to the Office Lease the Merged Company is not the lessee under any leases of real property, and is not the owner of any real property.

4.12.2 Compliance with Laws. Except as set forth on Schedule 4.12.2 and excepting out the professional services provided by the Merged Company, the Merged Company and each of

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its properties and assets that it owns, and to Member's Knowledge it properties and assets that it leases, are and have at all times since January 1, 2019 been in compliance in all material respects with all applicable federal, state, local and foreign laws, rules, regulations, policies, rulings, zoning or other classifications, interpretations, guidelines, circulars, judgments, Orders, decrees or other directives of any kind of any Governmental Authority, agency or instrumentality and are not currently and have not since January 1, 2019 been charged with, received any notice of or, to the Member's Knowledge, been under or threatened with any investigation or audit with respect to, any alleged default under, violation of or nonconformity with any laws.

4.13 Agreements, Contracts and Commitments.

4.13.1 Merged Company Agreements. Merged Company has supplied Bowman with true and complete copies of, or provided access to, all contracts and purchase orders for any of the Merged Company's ongoing professional services projects [redacted] and as of the Closing Date such ongoing projects have not been "pre-billed" in any material amount, and to the Knowledge of Member, the amount of remaining contracted fee to be invoiced bears the same proportion to the total original contracted fee as the amount of services remaining to complete each project bears to the total originally contracted services. Except as set forth on Schedule 4.13.1, to the Knowledge of Member no client with a professional services contract [redacted] will terminate such contract as a result of the Transaction. The Merged Company has provided to Bowman prior to Closing true and accurate copies of, or access to, the following agreements to which the Merged Company is a party, if applicable:

(a) any bonus, deferred compensation, pension, severance, profit-sharing, stock option, employee stock purchase or retirement plan, contract or arrangement or other employee benefit plan or arrangement, where there remains after the date hereof obligations to be performed by the Merged Company;

(b) any employment agreement with any present or former employee, officer, member or consultant where there remains after the date hereof obligations to be performed by the Merged Company;

(c) any agreement for personal services or employment with the Merged Company with a term of service or employment specified in the agreement or any agreement for personal services which extends beyond the Closing Date;

(d) any agreement of guarantee or indemnification given by the Merged Company in an amount that is material to the Merged Company taken as a whole, where there remains after the date hereof obligations to be performed by the Merged Company;

(e) any agreement or commitment containing a covenant limiting or purporting to limit the freedom of the Merged Company to compete with any Person in any geographic area or to engage in any line of business that continues during any time after the Closing;

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(f) any lease other than the Office Leases or operating leases related to the Business under which the Merged Company is lessee that involves, [redacted] or is material to the conduct of the Business of the Merged Company, and where there remains after the date hereof obligations to be performed by the Merged Company;

(g) any joint venture, teaming or profit-sharing agreement, where there remains after the date hereof obligations to be performed by the Merged Company;

(h) any non-disclosure agreement, confidentiality agreement or similar agreement (redacted if necessary to comply with the terms of such agreement) executed in connection with any proposed or potential sale of assets, sale of stock, merger, or similar transaction which agreement does or may impose obligations or restrictions upon Merged Company, and which continue after the Closing, if such proposed transaction did not occur;

(i) any loan or credit agreements providing for the extension of credit to the Merged Company or any instrument evidencing or related in any way to indebtedness incurred in the acquisition of companies or other entities or indebtedness for borrowed money by way of direct loan, sale of debt securities, purchase money obligation, conditional sale, guarantee, or [redacted], where there remains after the date hereof obligations to be performed by the Merged Company; and

(j) any agreement not described above that was not made in the Ordinary Course of Business and that is material to the financial condition, business, operations, assets, results of operations or prospects of the Merged Company, and where there remains after the date hereof obligations to be performed by the Merged Company.

4.13.2 Validity. As of the date hereof and as of the Closing Date, all contracts, leases, instruments, licenses and other agreements required to be provided to Bowman pursuant to Section 4.13.1 above are valid and in full force and effect, the Merged Company has not, nor, to the Knowledge of the Member, has any other party thereto, breached any provision of, or defaulted under the terms of any such contract, lease, instrument, license or other agreement, except for any breaches or defaults that, in the aggregate, would not be expected to have a Merged Company Material Adverse Effect or have been cured or waived, and, as of the date hereof, the Merged Company has not received any "notice to cure" or a similar notice from any Governmental Entity requesting performance under any contract, instrument or other agreement between the Merged Company and such Governmental Entity. Schedule 4.13.2 further identifies any contracts which require third party consent in order to transfer such contracts to Bowman.

4.13.3 Standard of Care. To the Knowledge of the Member the Merged Company has performed its professional services in accordance with the standard of care identified in the applicable Merged Company professional services agreement, or if no standard of care is so identified in the professional services agreement, in accordance with the ordinary and reasonable

care usually exercised by one in the same profession, on the same type of project, at the same time and place, under similar circumstances and conditions.

4.13.4 Advance Billed Amount. On the Closing Date there shall be no Advance Billed Amount with respect to any then current contract with a client.

4.14 Intellectual Property, Commercial Software and Cyber Security.

4.14.1 The term "Intellectual Property Assets" means all intellectual property owned or licensed (as licensor or licensee) by Merged Company in which Merged Company has a proprietary interest, including: (a) Merged Company's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, "Marks"); (b) all patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents"); (c) all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights"); (d) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blue prints (collectively, "Trade Secrets"); and (e) all rights in internet web sites and internet domain names presently used by Merged Company (collectively "Domain Names"). The Merged Company is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all Encumbrances other than Permitted Encumbrances, and has the right to use without payment to a third party all of the Intellectual Property Assets, other than in respect of Commercial Software licenses listed in Schedule 4.14.

4.14.2 Schedule 4.14 sets forth as of the date hereof all Commercial Software. The Commercial Software has been acquired and used by the Merged Company on the basis of and in accordance with a valid license from the manufacturer or the dealer authorized to distribute such Commercial Software, free and clear of any claims or rights of any third parties. As of the date hereof the Merged Company is not in material breach of any of the terms and conditions of any such license and has not been infringing upon any rights of any third parties in connection with its acquisition or use of the Commercial Software, and the Merged Company has fully paid licenses and renewals to all Commercial Software that resides on Merged Company owned Computer Hardware.

4.14.3 There have been no actions threatened or commenced by any third persons regarding the Merged Company's treatment of personal information. There have not been any security breaches of any personal information or client information in the possession of the Merged Company. The Merged Company has supplied Bowman with copies of reports for all vulnerability assessments, penetration testing, vendor audits (together with any remedial measures taken, incident response plans, and incident reports for the period beginning January 1, 2019, through the Closing Date.

4.14.4 The Merged Company is in compliance with all cybersecurity and data privacy provisions with respect to all of its contracts with its clients and applicable law. Attached hereto as Schedule 4.14.4 is a list of all cybersecurity incidents with respect to the Merged

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Company that since January 1, 2019 have been reported to an insurance carrier, a client, a law enforcement agency or a state attorney general.

4.15 Insurance Contracts.

Schedule 4.15 hereto lists all contracts of insurance and indemnity in force at the date hereof with respect to the Merged Company (the "Merged Company Insurance Contracts"). As of the Closing Date, all of the Merged Company Insurance Contracts are in full force and effect, with no default thereunder by the Merged Company which could permit the insurer to deny payment of claims thereunder. The Merged Company has not received or given a notice of cancellation with respect to any of the Merged Company Insurance Contracts.

4.16 Banking.

No misrepresentation or omission of a material fact was made by Merged Company or the Member in connection with the application, administration or repayment of any Paycheck Protection Program loan. Schedule 4.16 hereto shows the names and locations of all banks and trust companies in which the Merged Company has accounts or safety deposit boxes and, with respect to each account or safety deposit box, the names of all persons authorized to draw thereon or to have access thereto.

4.17 Distributions.

Since January 1, 2023, and except as expressly permitted by Section 2.2 hereof, the Merged Company has not distributed any of the following of its assets other than in the Ordinary Course of Business:

(a) Contracts, contract rights, service agreements, employment relationships and business relationships related to the Business.

(b) Lists of past, present and prospective customers, lists of prospective customers, files and records and rights under contracts, goodwill (including all trade names, the Merged Company name, domain names and telephone numbers) and all other intangible assets (including advertising, trade secrets, trademarks, and copyrights) related to the Business.

(c) Accounts Receivable or Work in Process generated in connection with the Business.

(d) Any technology used, licensed or created by the Merged Company in connection with the Business.

(e) Any fixed assets of Merged Company used in connection with the Businesses including without limitation computer hardware and software, computer systems, furniture, fixtures, vehicles, machinery, plant or other equipment, and survey equipment.

(f) Any supplies, and inventory.

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(g) Any security deposits or prepayments made by Merged Company.

(h) Any intangible assets and intellectual property of the Merged Company or otherwise related to any of the items in this Section 2.1, including documents, computer and digital files, records, information, and intellectual property rights (including rights to works made for hire by Merged Company employees and independent contractors), all trademarks, copyrights, goodwill (including any trade names, the name "Robau and Associates", or similar names related to the Business and associated goodwill), the website address ("url") for www.robau-designs.com and any other url owned by the Merged Company, and all website content included therein or associated therewith, all technology used, licensed to or created by Merged Company or otherwise related to the Business, all rights to telephone and fax numbers, and to all Merged Company project history and all other intangible assets derived from or otherwise related to the Business or in any way related to any of the other items in this Section 4.17.

(i) Any documents, computer files, records and information related to the items specified in (a) through (h) above

4.18 Disclosure and Independent Investigation. No representation or warranty of the Member in this Agreement and contains or will contain any untrue statement of a material fact, or omit a material fact necessary to make a statement in this Agreement not misleading. The Member represents and warrants that he has made his own independent investigation and analysis to his satisfaction regarding Bowman and Bowman Sub.

4.19 Payment of Accrued Retained Payroll and Accrued Retained PTO.

At or prior to Closing the Merged Company shall pay to its employees all Accrued Retained Payroll and Accrued Retained PTO.

Article 5
REPRESENTATIONS AND WARRANTIES OF BOWMAN WITH RESPECT TO BOWMAN SUB

Bowman Sub makes the following representations and warranties to the Member:

5.1 Status of Bowman Sub.

Bowman Sub is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, with the requisite corporate power to own, operate and lease its properties and to carry on its business as now being conducted. Bowman Sub is treated as a corporation for federal tax purposes.

5.2 Authority for Agreement.

Bowman Sub has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby to the extent of its obligations hereunder. The Managers and officers of Bowman Sub executing this document are validly authorized to do so.

5.3 Litigation and Investigations.

Except as set forth on Schedule 5.3 there is (a) no investigation by any Governmental Entity with respect to Bowman Sub pending or, to the Knowledge of Bowman, threatened, nor has any Governmental Entity indicated to Bowman Sub an intention to conduct the same; (b) there is no claim, action, suit, arbitration or proceeding pending or, to the Knowledge of Bowman, threatened against or involving Bowman Sub, or any of its assets or properties, at law or in equity, that, if adversely determined, would have a Bowman Material Adverse Effect or would prevent or materially delay the consummation of the Transaction contemplated hereby; and (c) there are no judgments, decrees, injunctions or orders of any Governmental Entity or arbitrator outstanding against Bowman Sub. There is no bankruptcy proceeding currently filed with Bowman Sub as debtor or debtor in possession, and to the Knowledge of Bowman none is contemplated or threatened.

5.4 No Broker's or Finder's Fees.

Bowman Sub has not become obligated to pay any fee or commission to any broker, finder, financial advisor or intermediary in connection with the transactions contemplated by this Agreement which is or could become an obligation of the Member.

5.5 Tax Returns.

Bowman Sub has prepared and filed on a timely basis with all appropriate Governmental Entities all returns in respect of Taxes that it is required to file on or prior to the Closing taking extensions into account, and has paid in full all Taxes due on or before Closing.

5.6 Disclosure and Independent Investigation.

No representation or warranty of Bowman Sub in this Agreement and contains or will contain any untrue statement of a material fact, or omit a material fact necessary to make a statement in this Agreement not misleading. Bowman Sub represents and warrants that it has made its own independent investigation and analysis regarding the Merged Company. Bowman Sub has conducted its investigation to its satisfaction.

Article 6
REPRESENTATIONS AND WARRANTIES OF BOWMAN

Bowman makes the following representations and warranties to the Member:

6.1 Status of Bowman.

Bowman is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with the requisite corporate power to own, operate and lease its properties and to carry on its business as now being conducted. Bowman is registered, licensed, qualified as a foreign entity or otherwise qualified to do business and is in good standing in each jurisdiction in which the failure to so qualify would have a Bowman Material Adverse Effect.

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6.2 Authority for Agreement.

Bowman has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby to the extent of its obligations hereunder. The officers of Bowman executing this document are validly authorized to do so.

6.3 Litigation and Investigations.

Except as set forth on Schedule 6.3 there is (a) no investigation by any Governmental Entity with respect to Bowman pending or, to the Knowledge of Bowman, threatened, nor has any Governmental Entity indicated to Bowman an intention to conduct the same; (b) there is no claim, action, suit, arbitration or proceeding pending or, to the Knowledge of Bowman, threatened against or involving Bowman, or any of its assets or properties, at law or in equity, that, if adversely determined, would have a Bowman Material Adverse Effect or would prevent or materially delay the consummation of the transactions contemplated hereby; and (c) there are no judgments, decrees, injunctions or orders of any Governmental Entity or arbitrator outstanding against Bowman. There is no bankruptcy proceeding currently filed with Bowman as debtor or debtor in possession, and to the Knowledge of Bowman none is contemplated or threatened.

6.4 No Broker's or Finder's Fees.

Bowman has not become obligated to pay any fee or commission to any broker, finder, financial advisor or intermediary in connection with the Transaction contemplated by this Agreement which is or could become an obligation of the Merged Company or the Member.

6.5 Bowman Financial Statements.

The audited balance sheets and income statements of Bowman as of December 31, 2021 and 2022, and the unaudited balance sheet and income statements for the period ended March 31, 2024 are available at https://www.sec.gov/edgar. Collectively, the balance sheets and income statements referred to in the immediately preceding sentence are sometimes referred to herein as the "Bowman Financial Statements". Each of the Bowman Financial Statements (including any related notes) fairly presents in all material respects the financial position and operations of Bowman as of its date, in each case (and except as noted therein) in accordance with GAAP, and in the case of the unaudited balance sheet and income statement for the period ended March 31, 2024, subject to year-end and audit adjustments.

6.6 Tax Returns.

Bowman has prepared and filed on a timely basis with all appropriate Governmental Entities all returns in respect of Taxes that it is required to file on or prior to the Closing taking extensions into account, and has paid in full all Taxes due on or before Closing.

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6.7 SEC Filings.

Bowman has filed with, or furnished to, the Securities and Exchange Commission all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed or furnished by Bowman (collectively, together with any exhibits and schedules thereto and other information incorporated therein, "Bowman SEC Documents"). As of its filing date (and as of the date of any amendment), each Bowman SEC Document complied as to form in all material respects with the applicable requirements of the 1933 Act and the 1934 Act, as the case may be.

6.8 Disclosure and Independent Investigation.

No representation or warranty of Bowman in this Agreement and contains or will contain any untrue statement of a material fact, or omit a material fact necessary to make a statement in this Agreement not misleading. Bowman represents and warrants that it has made its own independent investigation and analysis regarding the Merged Company. Bowman has conducted its investigation to its satisfaction

Article 7
ADDITIONAL AGREEMENTS

7.1 Expenses.

As between the parties hereto, the Member shall be responsible for the Merged Company Transaction Expenses, and Bowman shall be responsible for Bowman Transaction Expenses.

7.2 Indemnification.

7.2.1 Indemnification for Bowman's Benefit. Subject to the terms of this Section 7.2 (including without limitation the claims periods of Section 7.2.7), Bowman and its directors, officers, employees, representatives, successor and assigns (collectively the "Bowman Indemnified Parties") shall be entitled to payment and reimbursement from the Member for the full amount of Losses suffered, incurred or paid by any Bowman Indemnified Party:

(i) resulting or arising from any misrepresentation or inaccuracy in, or breach of this Agreement, any representation, warranty, or covenant by the Member in this Agreement or any Exhibits or Schedules hereto or the certificates delivered by them pursuant to this Agreement;

(ii) resulting or arising from any Indebtedness or the Merged Company (other than an Assumed Liability) or the Merged Company Transaction Expenses that was not paid or satisfied in full at or before the Closing; or

(iii) resulting or arising from any Taxes arising out of or relating to any Pre-Closing Tax Period or Pre-Closing Straddle Period of the Merged Company;

(iv) resulting or arising from any matter set forth on Schedule 4.3, Schedule 4.9, Schedule 4.10.2, or Schedule 4.12.2;

(v) resulting or arising from any Excluded Obligation; or

(vi) resulting or arising from Pre-Closing Professional Liability Claims.

7.2.2 Indemnification for Member's Benefit. Subject to the terms of this Section 7.2 (including without limitation the claims periods of Section 7.2.7), the Member and Member's representatives, successors and assigns (collectively, the "Member Indemnified Parties") shall be entitled to payment and reimbursement from Bowman for the full amount of Losses suffered, incurred or paid by any Member Indemnified Party:

(i) resulting or arising from any misrepresentation or inaccuracy in, or breach of this Agreement or any representation, warranty or covenant made by Bowman or Bowman Sub in this Agreement or any Exhibits or Schedules hereto or the certificates delivered by Bowman or Bowman Sub pursuant to this Agreement; or

(ii) resulting or arising from any Assumed Liability;

(iii) resulting or arising from any Taxes arising out of or relating to any Post-Closing Tax Period or Post-Closing Straddle Period of the Merged Company; or

(iv) resulting or arising from Post-Closing Professional Liability Claims.

7.2.3 Right of Set-Off. Amounts due to Bowman Indemnified Parties shall be reduced by any applicable insurance proceeds received by Bowman, and any remaining balance shall first be made by a set off of the amount of any claim for indemnification or payment of Losses to which Bowman Indemnified Parties are entitled under this Agreement against any amounts payable by Bowman pursuant to the Promissory Note. Thereafter, amounts for indemnification owed to Bowman Indemnified Parties shall be the personal obligation of the Member (subject to any cap).

7.2.4 Limits on Indemnification. Notwithstanding anything to the contrary contained herein, except in the case of fraud, criminal activity, willful misconduct or breach of a Fundamental Representation and Warranty, (a) the Member shall not be required to indemnify and hold harmless Bowman Indemnified Parties in the aggregate for Losses that exceed the Maximum Indemnity Amount; (b) the Member shall not be required to indemnify and hold harmless Bowman Indemnified Parties until the aggregate value of the Losses exceeds the Minimum Indemnity Amount, provided that once the Minimum Indemnity Amount has been met, the indemnity obligation shall be the full amount of Losses, but subject to the Maximum Indemnity Amount and the Maximum Fundamental Indemnity Amount, as the case may be, and as provided in this Section 7.2; (c) Bowman shall not be required to indemnify and hold harmless the Member Indemnified Parties in the aggregate for Losses that exceed the Maximum Indemnity Amount; or (d) Bowman shall not be required to indemnify and hold harmless the Member Indemnified Parties until the aggregate value of the Losses exceeds the Minimum Indemnity Amount, provided that once the Minimum Indemnity Amount has been met, the indemnity obligation shall be the full amount of

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Losses, but subject to the Maximum Indemnity Amount and the Maximum Fundamental Indemnity Amount, as the case may be and as provided in this Section 7.2. Notwithstanding anything to the contrary contained herein, in the case of a breach of any of the Fundamental Representations and Warranties, (a) the Member shall not be required to indemnify and hold harmless Bowman Indemnified Parties in the aggregate for Losses more than the Maximum Fundamental Indemnity Amount; and (b) Bowman shall not be required to indemnify and hold harmless the Member Indemnified Parties in the aggregate for Losses more than the Maximum Fundamental Indemnity Amount.

7.2.5 Claims for Indemnification. Upon obtaining knowledge of any facts, claim or demand which has given rise to, or could reasonably give rise to, a claim for indemnification hereunder (referred to herein as an "Indemnification Claim"), the party seeking indemnification (the "Indemnified Party") shall give timely written notice of such facts, claim or demand ("Notice of Claim") to the party or parties from whom indemnification is sought (the "Indemnifying Party"). So long as the Notice of Claim is given by the Indemnified Party in the Claims Period specified in Section 7.2.7, and subject to the applicable statute of limitations, no failure or delay by the Indemnified Party in the giving of a Notice of Claim shall reduce or otherwise affect the Indemnified Party's right to indemnification except to the extent that the Indemnifying Party has been prejudiced thereby.

7.2.6 Participation in Defense by Indemnifying Party. In the event of a claim or demand asserted by a third party (a "Third Party Claim"), the Indemnifying Party, shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within ten (10) days of the date of the Notice of Claim concerning the commencement or assertion of any Third Party Claim, to control, the defense of such Third Party Claim at the Indemnifying Party's sole cost and expense. The Indemnified Party shall not settle such Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

7.2.7 Claims Period. Any claim for indemnification under Section 7.2 must be asserted by written notice on or before the expiration of the applicable survival period for such claim as set forth in Article 10 of this Agreement. All claims tendered and pending on such applicable date shall continue until resolved, subject to the applicable statute of limitations.

7.2.8 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives); provided, however, no Indemnifying Party shall be liable to any Indemnified Party for damages based upon or arising out of any inaccuracy or breach of any representation or warranty that the Indemnified Party or any of its representatives knew is or was inaccurate.

7.2.9 Treatment for Tax Purposes. All indemnification payments pursuant to this Section 7.2 shall be treated as adjustments to the Purchase Price for all Tax purposes unless otherwise required by applicable Law.

7.2.10 Materiality. Notwithstanding anything contained herein to the contrary, for purposes of determining whether the Minimum Indemnity Amount has been met, each representation and warranty in this Agreement or any certificate delivered at the Closing shall be read without regard and without giving effect to any materiality qualifier contained in such representation or warranty which has the effect of making such representation and warranty less likely to be breached (as if such word or words were deleted from such representation and warranty).

7.2.11 Losses for Which Professional Liability Insurance Coverage Exists. Notwithstanding anything to the contrary in this Agreement, after the Closing Date, losses with respect to claims arising from professional services provided on or prior to the Closing Date ("Pre-Closing Professional Liability Claims") for which there exists professional liability insurance shall be borne by Member (and the Bowman Indemnified Parties shall be entitled to indemnification hereunder). Losses with respect to claims arising from professional services provided after the Closing Date ("Post-Closing Professional Liability Claims") shall be borne by Bowman (and the Member Indemnified Parties shall be entitled to indemnification hereunder). Deductibles for claims arising from services performed both before and after the Closing Date shall be equitably divided among Member and Bowman in proportion to the claims made.

7.2.12 No Right of Contribution. No party to this Agreement shall have any right of contribution against the Merged Company with respect to any obligation of the Bowman Indemnifying Parties to indemnify the Bowman Indemnified Parties.

7.3 Public Disclosure.

Except as otherwise required by law, any press release or other public disclosure of information regarding the proposed Transaction (including the negotiations with respect to the Transaction and the terms and existence of this Agreement) shall be developed by Bowman, subject to the Member's review and approval, not to be unreasonably withheld, conditioned or delayed.

7.4 Further Assurances.

Subject to terms and conditions herein provided and to the fiduciary duties of the board of directors, board of managers, and officers or representatives of any party, each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective this Agreement and the Transaction contemplated hereby. In case at any time any further action, including, without limitation, the obtaining of waivers and consents under any agreements, material contracts or leases and the execution and delivery of any licenses or sublicenses for any software, is necessary, proper or advisable to carry out the purposes of this Agreement, the proper officers and directors or representatives of each Party to this Agreement are hereby directed and authorized to use commercially reasonable efforts to effectuate all required action. Each party agrees to use its best reasonable efforts to effect the novation of each Material Contract that may require novation under its terms or under applicable laws or regulations, and further agrees to provide all documentation necessary to effect each such novation,

including, without limitation, all instruments, certifications, requests, legal opinions, audited financial statements, and other documents required by any Governmental Entity.

7.5 Professional Liability Coverage.

Prior to or effective with the Closing Date Merged Company shall purchase at its cost and expense, an error and omissions extended reporting period, or "tail policy" for a period of three (3) years with coverage limits and deductibles the same as the coverage limits and deductibles in the Merged Company's current professional liability policy ("Tail Policy"), and Bowman shall reimburse Member for one-half (1/2) of such premium amount (the "Tail Policy Adjustment").

7.6 Termination of Merged Company Plans.

It is understood that none of the Merged Company Plans are being merged or combined with any ERISA or other benefit plan of Bowman or Bowman Sub, and that the Member shall, as a condition of Closing, elect to terminate any Merged Company Plans simultaneously with Closing and all costs and fees in connection therewith shall be deemed a Merged Company Transaction Expense.

Article 8
POST-CLOSING UNDERTAKINGS AND OBLIGATIONS

In order to induce the Merged Company and the Member to enter into the within Merger Agreement, Bowman covenants that it will fulfill and perform the undertakings and obligations set forth in this Article 8. Bowman acknowledges that the Member is relying on Bowman's affirmative undertakings in entering into this Merger Agreement. In order to induce Bowman and Bowman Sub to enter into the within Merger Agreement, the Member covenants that he will fulfill and perform the undertakings and obligations set forth in this Article 8. The Member acknowledges that Bowman and Bowman Sub are relying on the Member's affirmative undertakings in entering into this Merger Agreement. The undertakings and obligations of this Article 8 shall expressly survive Closing.

8.1 Employees; Payment of Accrued Assumed PTO.

8.1.1 Prior to the Closing Date, Bowman shall make an offer of employment to all Merged Company employees (the "Employees"), which shall be deemed to be effective commencing on the day after the Closing Date. The offer of employment to be made to each Employee shall include remuneration which is not less than the current rate of remuneration paid to such Employee just prior to the Closing Date. The Member shall use commercially reasonable efforts to induce Merged Company employees to accept employment with Bowman.

8.1.2 Accrued Assumed PTO for Merged Company employees retained by Bowman shall be assumed by Bowman. After the Closing Date Merged Company exempt employees retained by Bowman or Bowman Sub will be subject to Bowman's individual leave policy whereby leave for sickness, vacation and holidays is approved based upon factors which do not include any accrued leave balance, and their Accrued Assumed PTO shall be paid to them in regular payroll installments beginning with the first payroll two (2) months after the Closing Date. Non-exempt Employees of Merged Company retained by Bowman or Bowman Sub will accrue leave post-Closing pursuant to Bowman's stated policy, as the same may be changed from time to

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time, and their Accrued Assumed PTO shall roll over to Bowman's non-exempt employee leave policy.

8.2 Preparation and Filing of Tax Returns and Related Matters.

The Member shall prepare or cause to be prepared and file or cause to be filed all Tax Returns of the Merged Company for all taxable periods ending on or prior to the Closing Date. If requested in writing by Bowman, the Member shall allow Bowman's employee or independent tax advisor to review and comment on each such income Tax Return prepared or caused to be prepared by the Member (to the extent such income Tax Return could affect any obligation of Bowman or Bowman Sub) at Bowman' sole cost and expense. The Member shall consider in good faith all reasonable comments of Bowman or its tax advisor with respect to such income Tax Returns prior to filing. Immediately upon written demand from Bowman, the Member shall reimburse Bowman for all Taxes of the Merged Company for any Tax period ending on or before the Closing Date (a "Pre-Closing Tax Period") and for Member' portion (as determined below) of all Taxes of the Merged Company for any period that straddles the Closing Date (a "Straddle Period"). Bowman shall not be authorized to amend any Tax Returns of the Merged Company for any taxable periods ending on or prior to the Closing Date. Bowman shall be responsible for all Taxes of the Merged Company for any Tax period that begins after the Closing Date (a "Post-Closing Tax Period") and for its portion (as determined below) of all Taxes of Merged Company for any Straddle Period. With respect to any Straddle Period, the Taxes attributable to such Straddle Period shall be apportioned between the period of the Straddle Period that begins on the first day of the Straddle Period and ends on the Closing Date (the "Pre-Closing Straddle Period"), which portion shall be the responsibility of the Member, and the period of the Straddle Period that begins on the day after the Closing Date and ends on the last day of the Straddle Period ("Post-Closing Straddle Period"), which portion shall be the responsibility of Bowman. The portion of the Tax allocated to the Pre-Closing Straddle Period shall (a) in the case of any ad valorem or similar property Taxes, be deemed to be the amount of such Tax for the entire Taxable period multiplied by a fraction the numerator of which is the number of days in the Taxable period ending on the Closing Date and the denominator of which is the number of days in the entire Taxable period; and (b) in the case of any other Taxes, be deemed equal to the amount that would be payable if the relevant Taxable period ended on the Closing Date. The portion of the Tax allocated to the Post-Closing Straddle Period shall equal the balance of the Tax attributable to the Straddle Period. Bowman and the Member shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the preparation and filing of any Tax Return or claim for refund and any audit, litigation or other proceeding with respect to the Merged Company's Taxes. Upon request, Bowman and the Member shall provide each other with the information that either party is required to report pursuant to the Code.

Article 9
CONDITIONS PRECEDENT

9.1 Conditions Precedent to the Obligations of Each Party.

The obligations of the parties hereto to effect the Transaction shall be subject to the fulfillment at or prior to the Closing of the following conditions, any of which conditions may be waived in writing prior to Closing by the party for whose benefit such condition is imposed:

9.1.1 No Illegality. There shall not have been any action taken, and no statute, rule or regulation shall have been enacted, by any state, federal or other government agency since the Execution Date of this Agreement that would prohibit or materially restrict the Transaction or any other material transaction contemplated hereby.

9.1.2 No Injunction. No injunction or restraining or other order issued by a court of competent jurisdiction that prohibits or materially restricts the consummation of the Transaction contemplated hereby shall be in effect (each party agreeing to use all reasonable efforts to have any injunction or other order immediately lifted), and no action or proceeding shall have been commenced or threatened in writing seeking any injunction or restraining or other order that seeks to prohibit, restrain, invalidate or set aside consummation of the Transaction contemplated hereby.

9.1.3 Approvals of Transaction. This Agreement shall have been approved by the Merged Company, Bowman and Bowman Sub, and to the extent required by applicable law and their respective Governing Documents.

9.2 Conditions Precedent to Obligation of Bowman and Bowman Sub to Consummate the Transaction.

The obligation of Bowman and Bowman Sub to consummate the Transaction shall be subject to the fulfillment at or prior to the Closing of the following additional conditions, any of which conditions may be waived in writing by Bowman or Bowman Sub prior to Closing:

9.2.1 Representations and Warranties. The representations and warranties of the Member contained in Articles 3 and 4 and elsewhere in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except for changes contemplated by this Agreement and except for those representations and warranties which address matters only as of a particular date (which shall remain true and correct as of such date), with the same force and effect as if made on and as of the Closing Date, except in all such cases, for such breaches, inaccuracies or omissions of such representations and warranties which have neither had nor reasonably would be expected to have a Merged Company Material Adverse Effect; and the Member shall have delivered to Bowman a certificate to that effect, dated the Closing Date and signed by the Member. The Merged Company shall have fully paid and satisfied all of the Excluded Obligations.

9.2.2 Agreements and Covenants. The Merged Company and Member shall have performed in all material respects all of their respective agreements and covenants set forth herein that are required to be performed at or prior to the Closing Date and no Merged Company Material Adverse Effect shall have occurred.

9.2.3 Certificate of Good Standing. The Merged Company shall deliver a Certificate of Good Standing issued by the Florida Department of State not earlier than 30 days prior to the Closing Date.

9.2.4 Closing Documents. The Member shall have delivered to Bowman the Merged Company closing certificates described hereafter in this paragraph and such other closing

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documents as Bowman shall reasonably request. The Merged Company closing certificates, dated as of the Closing Date, duly executed by the secretary of the Merged Company, shall certify as to (i) the signing authority, incumbency and specimen signature of the signatories of this Agreement and other documents signed on behalf of the Merged Company in connection herewith, and (ii) the resolutions adopted by the board of managers and Member of the Merged Company authorizing and approving the execution, delivery and performance of this Agreement and the other documents executed in connection herewith and the consummation of the transactions contemplated hereby and thereby and state that such resolutions have not been modified, amended, revoked or rescinded and remain in full force and effect.

9.2.5 Third Party Consents. Except for professional services contracts, all required third party consents or approvals shall have been obtained by the Merged Company and shall be effective and shall not have been suspended, revoked, or stayed by action of any such third party.

9.2.6 Diligence Review. Bowman and its accountants and attorneys shall have conducted a diligence investigation of all matters related to the business of the Merged Company deemed relevant by Bowman or its accountants and attorneys to such diligence investigation, and the results of such diligence investigation shall have been satisfactory to Bowman.

9.2.7 Agreements with Member and Employees. The Member shall have entered into written an Employment Agreement and Non-Solicitation, Non-Competition and Non-Disclosure Agreement with Bowman in the respective form attached as Exhibits E and F. The Member acknowledges that absent his execution of the Non-Solicitation, Non-Competition and Non-Disclosure Agreement Bowman and Bowman Sub would not enter into this Agreement and Bowman would not pay the Merger Consideration hereunder. The Merged Company's Key Employees listed on Schedule 9.2.7 shall have entered into written Employment Letters, Non-Solicitation and Non-Disclosure Agreements and Restricted Stock Award Agreements in the form attached as Exhibit G. Also set forth on Schedule 9.2.7 is a schedule of the dollar amount of Bowman common stock to be issued to each Key Employee at Closing, the number of shares to be determined by dividing the dollar amount for each recipient by the Average Stock Price and rounding up to the nearest whole share. The common stock issued to the Key Employees shall be issued pursuant to Bowman's 2021 Omnibus Equity Incentive Plan, and shall be subject to vesting and other restrictions as set forth in the Restricted Stock Award Agreements. The Member shall have entered into the Subordination Agreement in the form attached hereto as Exhibit D and the Lock-Up Agreement in the for attached hereto as Exhibit B. Substantially all employees of Merged Company offered post-Closing employment by Bowman shall have accepted employment with Bowman.

9.2.8 Office Lease. Except as may be waived in writing by Bowman, Bowman shall have obtained any required consent from the Merged Company's current landlord of the Naples Lease.

9.2.9 No Material Adverse Change. There shall not have occurred any event that gives rise to a Merged Company Material Adverse Effect.

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9.2.10 Professional Liability Coverage. The Merged Company shall have taken steps required of it pursuant to Section 7.5.

9.3 Conditions Precedent for Member and Merged Company.

The obligations of the Merged Company and the Member to consummate the Transaction shall be subject to the fulfillment at or prior to the Closing of the following additional conditions, any of which may be waived in writing by the Merged Company or the Member prior to Closing:

9.3.1 Representations and Warranties. The representations and warranties of Bowman and Bowman Sub contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except for changes contemplated by this Agreement and except for those representations and warranties which address matters only as of a particular date (which shall remain true and correct as of such date), with the same force and effect as if made on and as of the Closing Date, except in all such cases, for such breaches, inaccuracies or omissions of such representations and warranties which have neither had nor reasonably would be expected to have a Bowman Material Adverse Effect; and Bowman shall have delivered to the Merged Company and Member a certificate to that effect, dated the date of the Closing and signed on behalf of Bowman by the Secretary of Bowman.

9.3.2 Agreements and Covenants. Bowman and Bowman Sub shall have performed in all material respects all of their agreements and covenants set forth herein that are required to be performed at or prior to the Closing Date and no Bowman Material Adverse Effect shall have occurred. Bowman shall have executed each of the Employment Letters, Non-Competition and Non-Disclosure Agreements Non-Solicitation and Non-Disclosure Agreements, and Restricted Stock Award Agreements referred to in Section 9.2.7 above.

9.3.3 Certificate of Good Standing. Bowman Sub shall have delivered its Certificate of Good Standing issued by the Florida Department of State not earlier than 30 days prior to the Closing Date, and Bowman shall have delivered its Certificate of Good Standing issued by the Delaware Secretary of State not earlier than 30 days prior to the Closing Date.

9.3.4 Tender of Merger Consideration. Bowman shall have tendered to the Member the Merger Consideration pursuant to the provisions of Section 2.4. hereof.

9.3.5 Closing Documents. Bowman and Bowman Sub shall have delivered to the Member, the Merged Company the Bowman and Bowman Sub closing certificates described in this Agreement and such other closing documents as Member and Merged Company shall reasonably request. The Bowman and Bowman Sub closing certificates, dated as of the Closing Date, duly executed by the secretary of Bowman and Bowman Sub, shall certify as to (i) the signing authority, incumbency and specimen signature of the signatories of this Agreement and other documents signed on behalf of Bowman and Bowman Sub in connection herewith, and (ii) the authorization and approval by the board of directors and Bowman and Bowman Sub of the execution, delivery and performance of this Agreement and the other documents executed in connection herewith and the consummation of the transactions contemplated hereby and thereby

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and state that such approval has not been modified, amended, revoked or rescinded and remains in full force and effect.

Article 10
SURVIVAL OF REPRESENTATIONS

10.1 The Member's Representations.

All representations and warranties made by the Member in this Agreement, or any certificate or other writing delivered by the Merged Company pursuant hereto or in connection herewith shall survive the Closing and any investigation at any time made by or on behalf of Bowman and shall terminate on the date which is 24 months after the Closing Date; except that (i) claims related to Fundamental Representations and Warranties shall terminate on the date which is 36 months after the Closing Date, and (ii) Indemnified Party claims tendered and pending on either such date shall continue until resolved, but such claim shall be made in a competent court of jurisdiction within the applicable statute of limitations. The covenants made by the Merged Company or the Member in this Agreement or any certificate or other writing delivered by the Merged Company or the Member pursuant hereto or in connection herewith shall survive the Closing.

10.2 Bowman's Representations.

All representations and warranties made by Bowman and Bowman Sub in this Agreement or any certificate or other writing delivered by Bowman, Bowman Sub or any of their respective Affiliates pursuant hereto or in connection herewith shall survive the Closing and any investigation at any time made by or on behalf of the Merged Company or the Member shall terminate on the date that is 24 months after the Closing Date; except that (i) claims related to Fundamental Representations and Warranties shall terminate on the date which is 36 months after the Closing Date, and (ii) Indemnified Party claims tendered and pending on either such date shall continue until resolved. The covenants made by Bowman and Bowman Sub in this Agreement or any certificate or other writing delivered by Bowman, Bowman Sub and their respective Affiliates pursuant hereto or in connection herewith shall survive the Closing.

Article 11
OTHER PROVISIONS

11.1 Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by hand sent via a reputable nationwide courier service or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice) and shall be deemed given on the date on which so hand-delivered or on the third business day following the date on which so mailed or sent:

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To Bowman and Bowman Sub (and to the Merged Company after Closing):

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive; Suite 520
Reston, VA 20191
Attention: Robert A. Hickey, Chief Legal Officer

To the Member (or to the Merged Company before Closing):

Robau and Associates, LLC
2770 Horseshoe Drive S, Suite 7
Naples, Florida 34104
Attention: Emilio J. Robau



11.2 Entire Agreement.

Unless otherwise herein specifically provided, this Agreement and the documents and instruments and other agreements among the Parties hereto as contemplated by or referred to herein constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including the Letter of Intent and the Confidentiality Agreement. Each Party hereto acknowledges that, in entering this Agreement and completing the Transaction contemplated hereby, such Party is not relying on any representation, warranty, covenant or agreement not expressly stated in this Agreement or in the agreements among the Parties contemplated by or referred to herein. This Agreement shall inure only to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding any other provisions to the contrary herein, except with respect to such successors and assigns, this Agreement is not intended and shall not be construed for the benefit of any third party or any person not a signatory hereto.

11.3 Assignability.

This Agreement is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder, except as otherwise expressly provided herein. Neither this Agreement nor any of the rights and obligations of the Parties hereunder shall be assigned or delegated, whether by operation of law or otherwise, without the written consent of all Parties hereto.

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11.4 Validity.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, each of which shall remain in full force and effect.

11.5 Specific Performance.

The Parties hereto acknowledge that damages alone may not adequately compensate a Party for violation by another party of this Agreement. Accordingly, in addition to all other remedies that may be available hereunder or under applicable law, any Party shall have the right to any equitable relief that may be appropriate to remedy a breach or threatened breach by any other Party hereunder, including the right to enforce specifically the terms of this Agreement by obtaining injunctive relief in respect of any violation or non-performance hereof.

11.6 Governing Law.

This Agreement shall take effect and shall be construed as a contract under the laws of the State of Florida without giving effect to the conflict of law principles thereof. Each of the parties hereto (i) irrevocably submits to the exclusive jurisdiction and venue of the state and Federal Courts in the State of Florida, Collier County, in any action arising out of or in any way connected to this Agreement, (ii) agrees that all claims in such action may be decided only in such courts, (iii) waives, to the fullest extent they may effectively do so, the defense of an inconvenient forum, and (iv) consents to the service of process, summons, notice or other document by mail to such party's address set forth in Section 11.1. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions.

11.7 Custody of Merged Company Corporate Records.

Bowman shall not destroy any minute books, stock records and corporate seals of the Merged Company before the seventh (7th) anniversary of the Closing, or later is any pending matter requires the preservation of records, and only after giving of sixty (60) days prior notice to the Member of its intention to do so; provided, however, that the Member shall have access to such books and records, from time to time, as is reasonably necessary after Closing during regular business hours and upon reasonable notice.

11.8 Disputed Accounting Matters.

If the Member and Bowman are unable to come to an agreement as to the determination of Promissory Note adjustments under Section 2.4.4 or the Closing Date Balance Sheet, within the time period specified with respect thereto, either Bowman or the Member may, by notice to the other party, designate such issue as a "Disputed Accounting Matter" to be resolved as provided herein. The resolution of a Disputed Accounting Matter shall be made by a nationally or regionally recognized accounting firm agreed to by the parties, provided such accounting firm has not provided accounting services to either party during the prior five (5) years (the "Independent Accountants"), who shall apply principles, policies and practices consistent with GAAP and this Agreement, or if the parties cannot agree upon by the parties, by BDO USA LLP (if BDO USA

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LLP has not provided accounting services to either party during the prior five (5) years). If a Disputed Accounting Matter is submitted to the Independent Accountants for resolution, (i) Member and Bowman shall furnish or cause to be furnished to the Independent Accountants such work papers and other documents and information relating to the disputed issues as the Independent Accountants may request and are available to that party or its agents and shall be afforded the opportunity to present to the Independent Accountants any material relating to the Disputed Accounting Matter and to discuss the issue(s) with the Independent Accountants; (ii) the determination by the Independent Accountants, shall be set forth in a Notice to be delivered to both Member and Bowman within thirty (30) Business Days of the submission of the Disputed Accounting Matter to the Independent Accountants, (iii) such determination by the Independent Accountants shall be final, binding and conclusive on the parties and shall be used in the calculation of any amounts due hereunder; and (iv) Member and Bowman will each bear fifty percent (50%) of the fees and costs of the Independent Accountants for such determination.

11.9 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SIGNATURES ON NEXT PAGE

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IN WITNESS WHEREOF, the parties have duly executed this Agreement and Plan of Merger under seal as of the date first above written.

Bowman Consulting Group Ltd.

By: _____
Title: Chief Executive Officer

By: _____
Title: Secretary

Bowman Gulf Coast LLC

By: _____
Title: Chief Executive Officer

By: _____
Title: Secretary

Robau and Associates, LLC

By: _____
Emilio J. Robau, Founder & Principal

By: _____
[_____], Secretary

Member:

By: _____
Emilio J. Robau

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IN WITNESS WHEREOF, the parties have duly executed this Agreement and Plan of Merger under seal as of the date first above written.

Bowman Consulting Group Ltd.

By: _____
Title: Chief Executive Officer

By: _____
Title: Secretary

Bowman Gulf Coast LLC

By: _____
Title: Chief Executive Officer

By: _____
Title: Secretary

Robau and Associates, LLC

By: DocuSigned by: Emilio Robau 32D779762485430...
Emilio J. Robau, Founder & Principal

By: DocuSigned by: Emilio Robau 32D779762485430...
[Emilio Robau], Secretary

Member:

By: DocuSigned by: Emilio Robau 32D779762485430...
Emilio J. Robau

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List of Exhibits and Schedules

Exhibit	Description
A	Articles of Merger
B	Form of Lock-Up Agreement
C	Form of Promissory Note
D	Form of Subordination Agreement
E	Form of Employment Letter – Member
F	Form of Non-Solicitation, Non-Competition and Non-Disclosure Agreement – Member
G	Form of Key Employee Employment Letter, Non-Solicitation, and Restricted Stock Award Agreements

Schedule	Description
2.2(b)	Personal Assets and vehicles of Member
4.3	Company Litigation and Investigations
4.6.1	Indebtedness
4.6.1(c)	Accrued Assumed Payroll and Accrued Assumed PTO
4.6.2	Company Backlog
4.7	Encumbrances
4.9	Company Plans
4.10.2	Employee Matters
4.12.1	Naples Lease
4.12.2	Compliance with Laws
4.13.1	Certain Company Agreements
4.14	Commercial Software
4.14.4	Cyber Security Incidents
4.15	Insurance Contracts
4.16	Company Banking Relationships
5.3	Bowman Sub Litigation and Investigations
6.3	Bowman Litigation and Investigations
9.2.7	Key Employee Stock List

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Exhibit "C"

EXHIBIT I: FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Following this page

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FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: I. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

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number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

CAO

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Bowman Consulting Group

Date 10/28/2024

Authorized Signature 

RICHARD BIEGLAWSKI, SR. VICE PRES.

CAO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Richard E. Brylanski, PE, Senior Vice President
Name and Title

6200 Whiskey Creek Drive
Street Address

Fort Myers, FL 33919
City, State, Zip

P98HKXYNA6M9
UEI Unique Entity Identifier (for SAM.gov verification)

10/28/2024
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N
IS THIS SUBMISSION A REVISION?	Y N	IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

CAO

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Bowman Consulting Group
Contractor (Firm Name)



Signature of Contractor's Authorized Official

Richard E. Brylanski, PE, Senior Vice President
Name and Title of Contractor's Authorized Official

10/28/2024
Date

CAO

Executive Summary

Recommendation to ratify and authorize payments related to work performed by subcontractor Cladding Systems, Inc., that occurred prior to the issuance of Payment and Performance bond being in place between Cladding Systems, Inc., and O-A-K/Florida, Inc., d/b/a Owen-Ames-Kimball Company, for the Main Campus Upgrades under Agreement No. 21-7883-ST. (Fund (3018), Project 50214)

OBJECTIVE: To approve payments to O-A-K/Florida, Inc., d/b/a Owen-Ames-Kimball Company, for subcontractor work provided prior to the Payment and Performance Bond being in place between subcontractor and O-A-K/Florida, Inc., under Agreement No. 21-7883-ST.

CONSIDERATIONS: On May 10, 2022 (Agenda Item No. 16.C.4), the County entered into Construction Manager At Risk ("CMAR") Agreement No. 21-7883-ST (the "Agreement") with the Construction Manager to manage and coordinate the construction of the Main Campus Upgrades, which include the surtax approved New Chiller Plant Building and the Underground Chilled Water Mains.

On January 9, 2024 (Agenda Item 11. G), the Parties entered into a First Amendment to the Agreement (the "First Amendment") to include the Construction Phase scope, provide for a total Guaranteed Maximum Price ("GMP") to be paid to the Construction Manager in the amount of Seventeen Million Six Hundred Forty-Eight Thousand Six Hundred and Eighty-Nine Dollars and Ninety-Seven Cents ($17,648,689.97), and establish the Contract Time for the Work.

On June 25, 2024 (Agenda Item 16.F.1), the Parties entered into a Second Amendment to the Agreement (the "Second Amendment") to conform the insurance requirements in Exhibits E -1(1) and E-2(1) to the Board approved Guaranteed Maximum Price and associated schedule of values with no increase in cost or time under the Agreement, and ratify and authorize payments related to work performed by subcontractor Nauti Electric, Inc., that occurred prior to the issuance of a bond being in place between Nauti Electric and O-A-K.

The Agreement requires the Construction Manager to provide a Payment and Performance Bond covering the full contract amount. This bond was supplied upon contract approval and has ensured full coverage since work commenced. The Agreement also stipulates that subcontractors must provide Payment and Performance Bonds to the Construction Manager. However, the County may waive this requirement, as it is already protected by the Construction Manager's Bond for the entire project cost. Waiving additional bonds in certain cases can result in cost savings for the County.

Cladding Systems, Inc., a subcontractor of the Construction Manager, assumed work previously assigned to another subcontractor but began work before providing a bond. This subcontractor bond has since been issued, and the project has remained fully bonded through the Construction Manager's bond to the County. Therefore, staff recommends the Board ratify and authorize any past or future payments for work performed by Cladding Systems, Inc., prior to the issuance of its bond to the Construction Manager.

FISCAL IMPACT: Funding for the payments is available and encumbered by Purchase Order 4500229878 under the Infrastructure Sales Tax Fund (3018), Project 50214.

GROWTH MANAGEMENT IMPACT: There is no impact on the Growth Management Plan related to this action.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: To ratify and authorize payments related to work performed by subcontractor Cladding Systems, Inc., that occurred prior to the issuance of a bond being in place between Cladding Systems, Inc., and O-A-K/Florida, Inc., d/b/a Owen-Ames-Kimball Company, for the Main Campus Upgrades under Agreement No. 21-7883-ST. (Fund (3018), Project 50214)

PREPARED BY: Tim Rygiel, Project Manager III, Facilities Management Division

ATTACHMENTS:
1. 21-7883-ST_Contract_OAK
2. 21-7883STFirstAmendmentFE_OakFlorida_20240529135922.657_X
3. 21-7883-STSecondAmendFE_OAK_20241125211400.403_X

16C4

CONSTRUCTION MANAGER AT RISK CONTRACT

BETWEEN

COLLIER COUNTY, FLORIDA

AND

O-A-K/FLORIDA, INC. d/b/a OWEN-AMES-KIMBALL COMPANY

FOR

21-7883-ST MAIN CAMPUS UPGRADES (MCU)

Underground Chilled Water Mains
New Chiller Plant Building K
Jail Generator and Platform

DATE May 10th, 2022

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CONSTRUCTION MANAGER AT RISK AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, a political subdivision of the State of Florida ("Owner"), hereby contracts with **O-A-K/FLORIDA, INC. d/b/a OWEN-AMES-KIMBALL COMPANY, whose mailing address is 5100 Tamiami Trail N, Suite 103, Naples, FL 34103** ("Construction Contractor"), a Florida corporation, to perform all work ("Work") in connection with the management and construction of that certain construction of **21-7883-ST MAIN CAMPUS UPGRADES (MCU)** ("Project"), located at **Collier County Government Center Main Campus, 3301 Tamiami Trail E., Naples, FL 34112** said Work being set forth in the plans and specifications being prepared by Matern Professional Engineering, Inc., the Architect and/or Engineer of Record ("Design Professional") and all other Contract Documents hereafter specified.

Owner and Construction Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 8 hereof, and any duly executed and issued addenda, Change Orders, Construction Change Directives, Field Orders, and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") being prepared by Design Professional, but only after said Construction Documents have been completed by Design Professional and approved in writing by Owner. All of the foregoing Contract Documents are sometimes referred to herein as the "Contract".

B. Owner shall furnish Construction Contractor with one (1) sealed copy and one (1) reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Construction Contractor for execution of the Work, shall be made by Construction Contractor from its reproducible set at Construction Contractor's sole cost and expense. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work or termination of the Contract, whichever occurs first. Provided, however, Owner is furnishing Construction Contractor a reproducible set of Construction Documents for Construction Contractor's convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

Section 2. Scope of Work

The Work to be provided by Construction Contractor pursuant to this Contract shall be performed essentially in two phases, as described in Owner's request for proposals for the Work (the "RFP"). Those phases being Pre-Construction Phase Services and Construction Phase Services. At the discretion of Owner, those two phases may overlap. Further, the Work shall be performed in accordance with the scope of work contained in the RFP, which is attached hereto

as Exhibit N and incorporated herein by reference, and the schedule of values contained in the RFP, which is attached hereto as Exhibit O and incorporated herein by reference.

A. **Pre-Construction Phase Services.** Construction Contractor shall review and comment upon the Construction Documents being developed by Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. As the Construction Documents are developed by Design Professional through the various design phases set forth in the Design Professional Services Agreement between Design Professional and Owner ("Design Agreement"), Construction Contractor shall provide Owner with detailed construction cost estimates with respect to those documents. Construction Contractor agrees to attend any, and all design and preconstruction conferences and to otherwise assist and cooperate with Design Professional with respect to the design of the Project. Construction Contractor shall provide all other services during the Pre-Construction Phase of the Project as set forth in the Contract Documents.

B. **Construction Phase Services.** After the Construction Documents have been sufficiently completed by Design Professional and approved by Owner for all of the Work (or such portions thereof as may be designated by Owner in writing), and Owner and Construction Contractor have agreed in writing upon the guaranteed maximum price to be paid Construction Contractor and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents. Notwithstanding anything herein to the contrary, as and to the extent expressly directed and authorized by Owner in writing, Construction Contractor shall commence to construct those portions of the Work designated by Owner even though the guaranteed maximum price and/or Contract Time for the entire Work has not yet been agreed to by the parties, so long as they have agreed in writing upon the compensation to be paid Construction Contractor and the performance time for such portion of the Work.

Section 3. Relationship of Parties

A. Construction Contractor accepts the relationship of trust and confidence established by this Agreement. Construction Contractor covenants with Owner to cooperate with Design Professional; to utilize Construction Contractor's best skill, efforts, and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner. Further, Construction Contractor acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management, and construction of projects similar to the nature, character, and components of this Project, and (ii) such representation is a material inducement to Owner to enter into this Contract.

B. Wherever the terms of this Contract refer to some action, consent, or approval (excluding approvals of Change Orders, Construction Change Directive, or amendments to the

Contract) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, Owner's staff, or Owner's designee (to the extent such designee has been expressly authorized by Owner in writing), unless otherwise stated herein.

C. Owner may utilize the services of a Program Manager to assist it with the management of the design and construction of the Project. In the event Owner does utilize the services of a Program Manager with respect to this Project, Owner shall notify Construction Contractor in writing of such decision and the Program Manager shall be deemed to be an Owner designee as referenced in Paragraph B above. Further, to the extent Construction Contractor is required to name Owner as an additional insured under any insurance policy to be maintained by Construction Contractor pursuant to the terms of the Contract Documents, Construction Contractor shall cause the Program Manager to also be named as an additional insured party under all such policies. The Program Manager shall be Owner's representative with respect to the Project, with authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work. Owner may utilize the services of a Project Manager or any representative designated by Owner from time to time ("Owner's Representative") to assist Owner with the management of the design and construction of the Project. In the event Owner does utilize the services of a Project Manager or Owner's Representative with respect to this Project, Owner shall notify Construction Contractor in writing of such decision and the Project Manager or Owner's Representative, as applicable, shall be deemed to be an Owner designee as referenced in Paragraph B above. Further, to the extent Construction Contractor is required to name Owner as an additional insured under any insurance policy to be maintained by Construction Contractor pursuant to the terms of the Contract Documents, Construction Contractor shall cause the Program Manager or Owner's Representative, as applicable, to also be named as an additional insured party under all such policies. In the event Owner does utilize the services of a Project Manager, the Project Manager shall be deemed Owner's Representative with respect to the Project and is designated to do all things necessary to properly administer the terms and conditions of this Agreement on behalf of Owner, including, without limitation, transmitting instructions, receiving and dispensing materials and information relative to the Project, interpreting and defining Owner's policies and decisions with respect to the Work, and issuing Owner approvals as necessitated during the Project.

The Project Manager or Owner's Representative, as applicable, will be responsible for the following tasks as related to the Project:

1. Examine reports, sketches, drawings, estimates, proposals, and other documents presented by the Construction Contractor, for the purpose of issuance of those approvals necessary to support preparation and submission of invoices by the Construction Contractor.

2. Provide instructions, receipt of information, interpretation and definition of Owner's policies and decisions with respect to design, construction, materials, and other matters pertinent to the work covered by this Agreement.

3. Provide review and written confirmation of all documents and payment requests.

Notwithstanding anything herein to the contrary, the Project Manager or Owner's Representative, as applicable, shall be responsible for the review of any Change Orders on behalf of Owner. Understanding that all Change Orders must be processed in accordance with Collier County Procurement Ordinance in effect at that time. Any Change Orders with a total sum in excess of 10% of the Board approved contract award, and/or as otherwise mandated pursuant to the Procurement Ordinance shall require the review and approval of the Board of County Commissioners of Collier County, Florida.

D. Construction Contract Manager at Risk (CMAR) hereby designates Edwin Clawson as its Project Manager, with full authority to bind and obligate Construction Contractor on all matters arising out of or relating to the Work or the Contract Documents. Construction Contractor agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Manager shall not be removed or replaced by Construction Contractor without Owner's prior approval, which approval shall not be unreasonably withheld.

Section 4. Contract Amount

In consideration of the full and faithful performance by Construction Contractor of the covenants in this Contract, Owner agrees to pay, or cause to be paid, to Construction Contractor the following amounts (herein "Contract Amount"), in accordance with the terms of this Contract:

A. **Pre-Construction Phase Services.** For all Pre-Construction Phase Services, including, but not limited to, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with Design Professional during the various design phases, and preparing cost estimates, Construction Contractor shall receive the fixed amount of **$70,595.00** as the total lump sum compensation for its services. Monthly installment payment of the total lump sum compensation shall be based upon the percent completion of the designated portion of the Pre-Construction Services for each particular month and Owner's receipt of Construction Contractor's written invoice for such payment, said invoice to be in a form reasonably acceptable to Owner. Any remaining final invoice for completed Pre-Construction Services shall be submitted: (i) before the GMP Amendment is executed for the entire Work, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate this Contract as provided in section 4.B hereafter, whichever occurs first.

B. **Construction Phase.** With respect to the Construction Phase Services to be provided by Construction Contractor hereunder, Owner shall reimburse Construction Contractor for the Cost of the Work (as that term is defined hereafter), and pay Construction Contractor a fixed Construction Management Fee of **five percent (5%)** of the estimated Cost of the Work, as that estimate is established at the time the GMP is initially set by the parties. The Construction Management Fee shall be Construction Contractor's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.A. below, as well as Construction Contractor's total profit for Construction Phase Services. Construction Contractor agrees to provide Owner with a guaranteed maximum price proposal for the total sum of the Construction Management Fee plus the Cost of the Work within 60 days after the Construction Documents in Owner's opinion are sufficiently completed by Design Professional and approved in writing by Owner.

The guaranteed maximum price proposal shall be based upon the previous cost estimates provided by Construction Contractor as required hereunder. Further, the proposal shall be broken down into the categories and level of detail required by Owner. Construction Contractor agrees that all of its books, records and files, with respect to its development of the guaranteed maximum price proposal, shall be open to Owner for review and copying. The final guaranteed maximum price shall be mutually agreed upon by Owner and Construction Contractor and shall be set forth in the GMP Amendment ("GMP"). The form for GMP Amendment is attached hereto as Exhibit K. Construction Contractor shall provide a detailed breakdown acceptable to Owner of its guaranteed maximum price proposal, as well as for the GMP. For each line item in the GMP, Construction Contractor shall develop and maintain a written report which identifies and explains all variances and deviations from the bid amount originally submitted for that line item, to the final line item price incorporated into the GMP. Construction Contractor guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event Construction Contractor and Owner fail to reach an agreement on the GMP, Owner may elect to terminate this Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned through the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed.

Section 5. Cost of the Work

A. **Costs to be Reimbursed.** The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Contractor in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of Owner only after Construction Contractor has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

1. **Labor Costs**.

   a. Wages of construction workers directly employed by Construction Contractor to perform the construction of the Work at the Project site or, with Owner's written agreement, at off-site workshops. Costs to be reimbursed will be the actual wages paid to the individuals performing the work.

   b. Wages or salaries of Construction Contractor's supervisory and administrative personnel who are stationed at the Project site with Owner's written agreement.

c. Wages and salaries of Construction Contractor's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with Owner's written agreement as in subsection A.1.b above.

2. **Subcontract Costs.** Payments made by Construction Contractor to subcontractors and for professional consulting services in accordance with the requirements of the applicable written subcontracts.

3. **Cost of Materials and Equipment Incorporated into the Completed Construction**.

a. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

b. Costs of materials described in subsection A.3.a, above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owner's option, shall be sold by Construction Contractor; amounts realized, if any, from such sales, shall be credited to Owner as a deduction from the Costs of the Work.

4. **Costs of other materials and equipment, temporary facilities, and related items**.

a. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Contractor at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Contractor.

b. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Contractor at the Project site, whether rented from Construction Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Contractor or others, shall be subject to Owner's prior written approval.

c. Cost of removal and proper disposal of debris from the Project site.

d. Costs of postage and parcel delivery charges, internet and telephone service at the Project site, and reasonable petty cash expenses of the Project site office.

e. That portion of the reasonable travel and subsistence expenses of Construction Contractor's personnel, assigned to the Project site, incurred while traveling outside of the Collier County area in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of Owner and Section 112.061 of the Florida Statutes governing payments by the State for travel expenses.

5. **Miscellaneous Costs**.

a. That portion of any separate premiums for (i) bonds directly attributable to this Contract and (ii) any additional insurance coverages which are purchased by Construction Contractor, with Owner's prior written approval, beyond the level of coverage specified herein.

b. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Contractor is liable.

c. Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Contractor is required by the Contract Documents to pay.

d. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Contract.

e. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

f. Deposits lost for causes other than Construction Contractor's fault or negligence.

g. Legal, mediation and arbitration costs, other than those arising from disputes between Owner and Construction Contractor, reasonably incurred by Construction Contractor in performance of the Work and with Owner's prior written consent, said consent to be given or denied in Owner's sole discretion.

h. Costs reasonably incurred in repairing or correcting damage or nonconforming Work executed by Construction Contractor, or its subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by (i) the negligence or failure to fulfill a specific responsibility of Construction Contractor to Owner set forth in the Contract Documents, or (ii) Construction Contractor's foremen, engineers, superintendents or other supervisory, administrative or managerial personnel, or (iii) the failure of Construction Contractor's personnel to supervise adequately those portions of the Work to be performed by Construction Contractor's subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by Construction Contractor from (i) insurance or bonds, (ii) any of the subcontractors or suppliers, or (iii) some other appropriate source.

6. **Other Costs.** Other costs incurred in performance of the Work if and to the extent approved in advance in writing by Owner.

B. **Costs Not To Be Reimbursed.** The Cost of the Work shall not include the following items:

1. Salaries and other compensation of Construction Contractor's personnel stationed at Construction Contractor's principal office or offices other than the Project site office.

2. Expenses of Construction Contractor's principal office and offices other than the Project site office.

3. Overhead and general expenses, except as may be expressly included in subsection A above.

4. Construction Contractor's capital expenses, including interest on Construction Contractor's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in subsection A.4.b above.

6. Except as expressly provided in subsection A.5.h. above, costs due to the fault or negligence of Construction Contractor, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

7. Any costs not specifically and expressly described in subsection A above.

8. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).

C. **Discounts, Rebates and Refunds**.

1. Cash discounts obtained on payments made by Construction Contractor shall accrue to Owner if (i) before making the payment, Construction Contractor included them in an application for payment and received payment therefor from Owner, or (ii) Owner has deposited funds with Construction Contractor with which to make payments; otherwise, cash discounts shall accrue to Construction Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Owner, and Construction Contractor shall make provisions so that they can be secured.

2. Amounts which accrued to Owner in accordance with the provisions of subsection C.1. above shall be credited to Owner as a deduction from the Cost of the Work.

Section 6. Bonds

A. Within ten (10) business days after the GMP is agreed to by Owner and Construction Contractor, Construction Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed in Exhibits C and D, in the amount of 100% of the total sum of the GMP, the costs of which are to be paid by Construction Contractor. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

1. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

5. The Bonds must be fully performable in Florida, with service and venue in Collier County, Florida.

6. If the GMP exceeds $500,000.00, the surety company shall also comply with the following provisions:

a. The surety company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

CONTRACT	POLICYHOLDER'S RATING	REQUIRED FINANCIAL RATING
$ 500,000 to 1,000,000	A	CLASS IV
1,000,000 to 2,500,000	A	CLASS V
2,500,000 to 5,000,000	A	CLASS VI
5,000,000 to 10,000,000	A	CLASS VII
10,000,000 to 25,000,000	A	CLASS VIII
25,000,000 to 50,000,000	A	CLASS IX
50,000,000 to 75,000,000	A	CLASS X

b. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

(1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

(2) In the case of a surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any surety deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

B. If the surety for any bond furnished by Construction Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Construction Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and Owner's approval.

C. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, Construction Contractor shall record within 5 days in the Public Records of Collier County, Florida, a copy of the Performance and Payment Bonds. Construction Contractor shall deliver within 10 days to Owner evidence, reasonably acceptable to Owner, of the recording of said Bonds. The delivery of such evidence is a condition precedent to Owner's obligation to make any progress payments to Construction Contractor hereunder.

Section 7. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Contract. The "Pre-Construction Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. Construction Contractor shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement Date. Any Work performed by Construction Contractor prior to the Pre-Construction Phase Commencement Date shall be at the sole risk of Construction Contractor. The "Construction Phase Commencement Date" shall be established in the GMP Amendment. Construction Contractor shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date, which shall be established in a Construction Phase Commencement Notice to Proceed to be issued by Owner. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Notice to Proceed, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph B below.

B. Because the Work is to be completed in two phases, the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, Construction Contractor agrees to provide the Pre-Construction Phase Services in accordance with the design schedule established pursuant to the terms of the Design Agreement. With respect to the Construction Phase Services, the GMP Amendment shall include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Contractor. That Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event Construction Contractor and Owner fail to reach an agreement on the Contract Time and the Substantial Completion date, Owner may elect to terminate this Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose. Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within sixty (60) calendar days after the Substantial Completion date, or within sixty (60) calendar days after Construction Contractor's receipt of the punch list, whichever date occurs last.

C. Owner and Construction Contractor recognize that, since time is of the essence for this Contract, Owner will suffer financial loss if the Work associated with the Construction

Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable services to the public, in Collier County, Florida. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Construction Contractor, if Construction Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Contractor fail to substantially complete the Work within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, that sum specified in the GMP Amendment for each calendar day thereafter until Substantial Completion is achieved. Construction Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Construction Contractor fails to substantially complete the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

Section 8. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Supplemental Terms and Conditions
Exhibit C:	Form of Payment Bond
Exhibit D:	Form of Performance Bond
Exhibit E:	Insurance Requirements
Exhibit F:	Form of Release and Affidavit
Exhibit G:	Form of Construction Contractor Application for Payment
Exhibit H:	Form of Change Order
Exhibit I:	Master Project Schedule Milestones
Exhibit J:	Construction Contractor's Staffing Schedule
Exhibit K:	GMP Amendment to Agreement Between Owner and Construction Contractor
Exhibit L:	Truth-In-Negotiation Certificate
Exhibit M:	Final Payment Checklist
Exhibit N:	Scope of Work
Exhibit O:	Schedule of Values

Section 9. Notices

A. All notices required or made pursuant to this Contract by Construction Contractor to Owner shall be in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, UPS or other nationally recognized mail or package delivery service, or (iii) by hand delivery to the appropriate address as herein provided. Notices required hereunder shall be directed to the following address:

COLLIER COUNTY
3335 Tamiami Trail E, Naples, FL 34112
ATTENTION: John McCormick
Email and Phone: John.McCormick@Colliercountyfl.gov; 239-252-8380

B. All notices required or made pursuant to this Contract by Owner to Construction Contractor shall be made in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, UPS or other nationally recognized mail or package delivery service, or (iii) by hand delivery to the appropriate address as herein provided. Notices required hereunder shall be directed to the following address:

O-A-K/FLORIDA, INC. d/b/a OWEN-AMES-KIMBALL COMPANY
5100 Tamiami Trail N, Suite 103, Naples, FL 34103
ATTENTION: Matthew Zwack, President
Email and Phone: Mzwack@oakfl.com; 239-561-4141 (O); 239-462-7978 (C)

ATTENTION: Ellen Bisogno, Project Director
Email and Phone Ebisogno@oakfl.com; 239-304-9746 (O); 239-225-5108 (C)

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 10. Modification

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 11. Successors and Assigns

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.

Section 12. Governing Law

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 13. No Waiver

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 14. Entire Agreement

Each of the parties hereto agrees and represents that the Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by the Contract.

Section 15. Severability

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 16. Construction

Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have had the opportunity to be advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

Section 17. Public Records

Construction Contractor shall keep all records and supporting documentation, which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed or such longer period as may be required by law, whichever is later, pursuant to Florida Public Records Law Chapter 119 and comply with specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONSTRUCTION CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Division of Communications, Government and Public Affairs

3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Construction Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Contractor does not transfer the records to the public agency.

4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Construction Contractor or keep and maintain public records required by the public agency to perform the service. If the Construction Contractor transfers all public records to the public agency upon completion of the Contract, the Construction Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Contractor keeps and maintains public records upon completion of the Contract, the Construction Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If the Construction Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Contractor in conjunction with this Contract, then the Owner may, without prejudice to any right or remedy and after giving the Construction Contractor seven (7) days written notice, during which period Construction Contractor still fails to allow access, terminate the employment of the Construction Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Contractor, and may finish the Project by whatever method it may deem expedient. In such case, the Construction Contractor shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its continuing obligations hereunder.

Section 18. E-Verify

The Owner shall consider Construction Contractor's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act, as may be amended. Such violation shall be cause for unilateral cancellation of this Contract.

Immigration and E-Verify: By executing and entering into this Contract, the Construction Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Construction Contractor to comply with the laws referenced herein shall constitute a breach of this Contract and the Owner shall have the discretion to unilaterally terminate this Contract immediately.

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States including the requirements set forth in Florida Statute, §448.095.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program is to be used for formal Invitations to Bid ("ITB") and Request for Proposals ("RFP") including professional services and construction services.

The only exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners.

Contractors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Contractor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. The Construction Contractor is also required to provide the Collier County Procurement Services Division an executed affidavit certifying that it shall comply with the E-Verify Program.

Additionally, the Construction Contractor shall require all subcontracted contractors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the Construction Contractor's responsibility to familiarize themselves with all rules and regulations governing this program.

Construction Contractor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained herein. Failure by the Construction Contractor to comply with the laws referenced herein shall constitute a breach of the Contract and the Owner shall have the discretion to unilaterally terminate said Contract immediately.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: Mende S. Rapan DC

Dated: May 12, 2022

(SEAL)

Attest as to Chairman's signature only.

OWNER:

Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida

By: _____
William J. McDaniel, Chairman

CONSTRUCTION CONTRACTOR'S WITNESSES:

Jan-Erik Hustrulid
First Witness

Jan-Erik Hustrulid
Type/print witness name

_____
Second Witness

Cory O'Donnell
Type/print witness name

CONSTRUCTION CONTRACTOR:

O-A-K/FLORIDA, INC. d/b/a OWEN-AMES-KIMBALL COMPANY:

By: _____

Print Name: MATTHEW ZWACK
Title: PRESIDENT

Approved as to Form and Legality:

_____
Scott R. Teach
Deputy County Attorney

SPT CAO

127025798.5

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the GMP Amendment has been executed by the parties, Construction Contractor shall be entitled to a Change Order equitably adjusting the Contract Amount and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Amount.

1.2 If during the performance of the Work Construction Contractor discovers a conflict, error or discrepancy in the Contract Documents, Construction Contractor immediately shall report same to Design Professional in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Construction Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Construction Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Construction Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Construction Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Construction Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

CAO

2. INVESTIGATION AND UTILITIES

2.1 Construction Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Construction Contractor to acquaint itself with any applicable conditions shall not relieve Construction Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Construction Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Construction Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Construction Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Construction Contractor shall be responsible for properly shoring, supporting, and protecting all Utilities at all times during the course of the Work.

2.3 If during the performance of the Work, Construction Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Construction Contractor is legally liable, causes a disruption to any Utilities service to other facilities or customers within the Project area, Construction Contractor shall take all actions necessary and required to immediately restore such Utilities service. If Construction Contractor fails to take such immediate actions Owner shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by Owner as a result thereof shall be reimbursed to Owner by Construction Contractor within five (5) business days of written demand for same from Owner.

3. SCHEDULE.

3.1 Construction Contractor shall prepare and provide the various schedules set forth in Exhibit B to the Agreement. Said schedules shall include but not be limited to an overall progress schedule for the Project which not only includes the Pre-Construction Phase and Construction Phase Services to be provided by Construction Contractor hereunder, but also shall include Design Professional's performance schedules ("Master Project Schedule").

3.2 The Master Project Schedule and all other schedules required hereunder shall be updated by Construction Contractor as often as is specified in Exhibit B to the Agreement. The Master Project Schedule and all updates to it shall be subject to Owner's and Design Professional's review and comment. Construction Contractor's submittal of a satisfactory Master

Project Schedule and updates thereto and Owner's acceptance of same shall be a condition precedent to Owner's obligation to pay Construction Contractor.

4. PROGRESS PAYMENTS.

4.1 Construction Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup as Owner reasonably may require. Prior to submitting its first monthly Application for Payment, Construction Contractor shall submit to Owner and Design Professional, for their review and approval, a Schedule of Values based upon the lump sum compensation to be paid Construction Contractor for Pre-Construction Phase Services hereunder. After its approval by Owner, that Schedule of Values shall be used as the basis for Construction Contractor's monthly Applications for Payment with respect to Pre-Construction Phase Services. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Pre-Construction Phase Commencement Date. The approved Schedule of Values shall be updated to reflect current Change Orders and Construction Change Directives and submitted each month to Design Professional along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit G.

4.2 At the time it submits its GMP proposal to Owner, Construction Contractor also shall submit to Owner and Design Professional, for their review, a revised Schedule of Values based upon the GMP proposal; all in C.S.I. format, listing the major elements of the Work and the dollar value for each element. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for Construction Contractor's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Design Professional along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit G.

4.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.

4.4 Construction Contractor shall submit its monthly Application for Payment to Design Professional on or before the 25th day of each month for Work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within seven (7) calendar days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Construction Contractor. Owner shall pay Construction Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Construction Contractor within thirty (30) calendar days of Owner's receipt of the Certificate for Payment.

4.5 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 218.735, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 218.735, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 218.735, Florida Statutes, shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Section 255.077, Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the Owner. Provided, however, nothing in this Section 4.5 shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law.

4.6 Monthly payments to Construction Contractor shall in no way imply approval or acceptance of Construction Contractor's work.

4.7 Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to the Agreement as Exhibit F, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. Additionally, Construction Contractor shall provide appropriate waivers and releases of lien/claims against the bonds from all subcontractors and suppliers. Owner shall not be required to make payment until and unless these affidavits are furnished by Construction Contractor. Further, if Construction Contractor is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which Owner has paid Construction Contractor, Construction Contractor agrees to refund such money to Owner.

5. PAYMENTS WITHHELD

5.1 Design Professional shall review each Application for Payment submitted by Construction Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Construction Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any payments otherwise due Construction Contractor under this Contract or any other agreement between Owner and Construction Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Construction Contractor; (c) Construction Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents;

or (g) any other material breach of the requirements of the Contract Documents by Construction Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Construction Contractor's expense, if such items are not cured by Construction Contractor to Owner's reasonable satisfaction within three (3) days after Construction Contractor's receipt of written notice from Owner.

6. FINAL PAYMENT

6.1 Owner shall make final payment to Construction Contractor within sixty (60) calendar days after the Work is finally accepted by Owner in accordance with Paragraph 23.2 herein, provided that Construction Contractor first, and as an explicit condition precedent to the accrual of Construction Contractor's right to final payment, shall have furnished Owner with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Agreement as Exhibit F, as well as, a duly executed checklist in the form of the Final Payment Checklist attached to the Agreement as Exhibit M, copy of the surety's consent to final payment, appropriate waivers and releases of lien/claims against the bonds from all subcontractors and suppliers, and such other documentation that may be required by the Contract Documents or Owner.

6.2 Construction Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Contractor against Owner arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Construction Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS

7.1 Construction Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Construction Contractor shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to Design Professional for review and action. Design Professional will transmit them back to Construction Contractor who will then issue the submittals to the affected subcontractor for fabrication or revision. Construction Contractor shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. Construction Contractor shall request Design Professional to make interpretations of the drawings or specifications requested of it by the subcontractors. Construction Contractor shall advise Design Professional in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable Design Professional to prioritize requests coming from Construction Contractor. Construction Contractor shall advise Owner and Design Professional in writing when timely response is not occurring on any of the above.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner and Design Professional if sufficient information is submitted by Construction Contractor to allow Owner and Design Professional to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Construction Contractor. All such requests, to the extent possible, should be submitted by Construction Contractor to Design Professional prior to the setting of the GMP.

7.3 If Construction Contractor wishes to furnish or use a substitute item of material or equipment, Construction Contractor shall make application to Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Design Professional in evaluating the proposed substitute. Design Professional may require Construction Contractor to furnish at Construction Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Construction Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional, if Construction Contractor submits sufficient information to allow Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Design Professional shall be the same as those provided herein for substitute materials and equipment.

7.5 Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional and Owner shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without Owner's and Design Professional's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. Owner may require Construction Contractor to furnish at Construction Contractor's expense a special performance guarantee or other surety with respect to any substitute. If Owner rejects the proposed substitute, at Owner's discretion, Owner may require Construction Contractor to reimburse Owner for the charges of Design Professional and Design Professional's consultants for evaluating the proposed substitute.

8. PRE-CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following review and commentary services, in addition to any other Pre-Construction Phase Services required by the terms of this Contract:

8.1 Review, Recommendations and Warranty: Construction Contractor shall familiarize itself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and specifications and shall follow the development of design from Schematic Pre-Construction Phase through Construction Documents Phase (as those phases are defined in the Design Agreement). Construction Contractor shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to Design Professional and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Work. Construction Contractor shall furnish pertinent information as to the availability of materials and labor that will be required. Construction Contractor shall submit to Owner and Design Professional such comments as may be appropriate concerning construction feasibility and practicality. Construction Contractor shall call to Owner's and Design Professional's attention any defects in the design, drawings and specifications or other documents of which it is aware. Construction Contractor shall prepare estimates of the construction cost utilizing the unit quantity survey method in the CSI format. These estimates shall be performed at the completion of the Program Verification Phase and shall be called the Program Estimate, followed by a Schematic Design Estimate, which shall be followed by the Design Development Estimate, which shall be followed by a 50% Construction Document Estimate, which shall be followed by the setting of the GMP. These estimates shall be performed at or as otherwise detailed in a specific preconstruction scope attachment or exhibit.

8.2 Review Reports: Within ten (10) days after receiving the documents produced by Design Professional, Construction Contractor shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 8.1 above and on factors set out in Paragraphs 8.3 and 8.4 below. Within the same ten (10) day period, Construction Contractor shall submit to Owner, with copies to Design Professional, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Construction Contractor may deem appropriate, and all actions taken by Design Professional with respect to same, any comments Construction Contractor may deem to be appropriate with respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

AT THE TIME THE GMP IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE GMP AMENDMENT, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE. FURTHER, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTABLE WITHIN THE CONTRACT TIME.

8.3 Long Lead Procurement: Construction Contractor shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials, and supplies) and consult with Design Professional concerning same. When each item is identified, Construction Contractor shall notify the subcontractors, Owner and Design Professional of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. Construction Contractor shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items, and advise Owner and Design Professional of any problems or possible delays in delivery.

8.4 Interfacing:

8.4.1 Construction Contractor shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to the other separate subcontractors.

8.4.2 Without assuming any design responsibilities of Design Professional, Construction Contractor shall include in the reports required under Paragraph 8.2 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Professional may arrange for necessary corrections.

9. CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following services in addition to any other Construction Phase Services required by the terms of this Contract:

9.1 Construction Contractor shall arrange for all job-site facilities as required by Owner and necessary to enable Construction Contractor and Design Professional to perform their respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

9.1.1 Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers, and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities, which are planned to become the property of Owner at the conclusion of the Work, shall be evaluated based on their cost over the life of the Project. Owning versus leasing shall be considered by Construction Contractor, obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usable life of the item. Construction Contractor shall present its evaluation with recommendation to Owner for approval.

9.1.2 When Construction Contractor wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph

9.1.1 above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

9.1.3 For all such job-site facilities purchased, which may become the property of Owner at the conclusion of the Work, Construction Contractor shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, Construction Contractor shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.

9.1.4 Construction Contractor is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to Owner, Owner may refuse acceptance of the equipment if Owner determines, in its sole discretion, that the equipment has not been properly cared for by Construction Contractor or that such acquisition would not otherwise be in the best interest of Owner. In such event, Construction Contractor will be reimbursed for such item in accordance with Section 5 of the Agreement.

9.2 Construction Contractor's administration of the Work shall include the following:

9.2.1 Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

9.2.2 Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

9.2.3 Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

9.2.4 Provide labor relations management for a harmonious, productive Project.

9.3 Construction Contractor also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

9.3.1 Job Meetings: Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Construction Contractor shall arrange and conduct regular monthly Project status meetings with Design Professional and Owner.

Construction Contractor shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings,

Construction Contractor shall identify the party or parties responsible for following up on any problems, delay items or questions, and Construction Contractor shall note the action to be taken by such party or parties. Construction Contractor shall revisit each pending item at each subsequent meeting until resolution is achieved. Construction Contractor shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

9.3.2 Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Design Professional of such submittals for action, and closely monitor their review process.

9.3.3 Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.

9.3.4 Payments to Subcontractors: Develop and implement a procedure for the review, processing, and payment of applications by subcontractors for progress and final payments.

9.3.5 Document Interpretation: Refer all questions for interpretation of the Contract Documents to Design Professional in writing.

9.3.6 Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner and Design Professional, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to Owner, Design Professional, and any permitting authority inspectors.

9.3.7 Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.

9.3.8 Substantial Completion: Pursuant to the provisions of Paragraph 23.1 of these General Terms and Conditions, ascertain when the Work or designated portions thereof are ready for Design Professional's Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Construction Contractor and reviewed and supplemented by Design Professional, prepare a schedule for their completion indicating completion dates for Owner's review.

9.3.9 Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and Design Professional when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner, through Design Professional, all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

9.3.10 Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems, and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

9.3.11 Record Drawings: Pursuant to the terms of Paragraph 10.2 hereafter, Construction Contractor shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Construction Contractor into the final record drawings.

9.4 Construction Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

9.4.1 Subcontracts and Purchase Orders

9.4.2 Subcontractor Licenses

9.4.3 Shop Drawing Submittal/Approval Logs

9.4.4 Equipment Purchase/Delivery Logs

9.4.5 Contract Drawings and Specifications with Addenda

9.4.6 Warranties and Guarantees

9.4.7 Cost Accounting Records

9.4.8 Labor Costs

9.4.9 Material Costs

9.4.10 Equipment Costs

9.4.11 Cost Proposal Request

9.4.12 Payment Request Records

9.4.13 Meeting Minutes

9.4.14 Cost-Estimates

9.4.15 Bulletin Quotations

9.4.16 Lab Test Reports

9.4.17 Insurance Certificates and Bonds

9.4.18 Contract Changes

9.4.19 Permits

9.4.20 Material Purchase Delivery Logs

9.4.21 Technical Standards

9.4.22 Design Handbooks

9.4.23 "As-Built" Marked Prints

9.4.24 Operating & Maintenance Instruction

9.4.25 Daily Progress Reports

9.4.26 Monthly Progress Reports

9.4.27 Correspondence Files

9.4.28 Transmittal Records

9.4.29 Inspection Reports

9.4.30 Bid/Award Information

9.4.31 Bid Analysis and Negotiations

9.4.32 Punch Lists

9.4.33 PMIS Schedule and Updates

9.4.34 Suspense (Tickler) Files of Outstanding Requirements

9.4.35 Policy and Procedure Manual

The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

9.5 Construction Contractor shall provide the following services with respect to the Work, to facilitate the smooth, successful, and timely occupancy of the Project by Owner:

9.5.1 Construction Contractor shall provide consultation and Project management to facilitate Owner's occupancy of the Project and provide transitional services to place the Work "on line" in such conditions as will satisfy Owner's operations requirements. The services include Construction Contractor's coordination of the delivery of Owner supplied furniture, fixtures, and equipment for the Project.

9.5.2 Construction Contractor shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Construction Contractor shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may be video taped by Owner for subsequent presentation to Owner's operations and maintenance personnel.

9.5.3 Construction Contractor shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner.

10. DAILY REPORTS, RECORD CONTRACT DOCUMENTS AND MEETINGS

10.1 Construction Contractor shall prepare, maintain, and submit to Design Professional and Owner, for their review and approval, the various logs, reports, and schedules set forth in Exhibit B to the Agreement. Construction Contractor's complete performance of its obligation to prepare, maintain and submit those logs, reports, and schedules is a condition precedent to Owner's obligation hereunder to make any payments to Construction Contractor. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by Construction Contractor to Owner or Design Professional pursuant to the Contract Documents.

10.2 Construction Contractor shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annotated to show all changes made during construction. The record Contract Documents shall be continuously updated by Construction Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit, and utility services. Construction Contractor shall certify the accuracy of the updated record Contract Documents. As a condition precedent to Owner's obligation to pay Construction Contractor, Construction Contractor shall provide evidence, satisfactory to Owner and Design Professional, that Construction Contractor is fulfilling its obligation to continuously update the record Contract Documents. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than two (2) permanent features (e.g., interior or exterior wall faces). The record Contract Documents shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Owner and Design Professional for reference. Upon completion of the Work and as a condition precedent to Construction Contractor's entitlement to final payment, the record Contract Documents, samples and shop drawings shall be delivered to Design Professional by Construction Contractor for Owner.

10.3 Construction Contractor shall advise Owner, its representatives and Design Professional of their requested or required participation in any meeting or inspection giving each at least one week written notice unless such notice is made impossible by conditions beyond Construction Contractor's fault and control, in which case at least 48 hours prior written notice must be given.

11. CONTRACT TIME AND TIME EXTENSIONS

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11.1 Construction Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Construction Contractor or anyone for whom Construction Contractor is liable. Unless expressly noted otherwise in the Contract Documents, Construction Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Section 14 herein.

11.2 Should Construction Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Collier County, Florida, average not reasonably anticipatable, Construction Contractor shall notify Owner and Design Professional in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Contractor may have had to request a time extension.

11.2.1 Owner shall have the right, at any time, whether or not Construction Contractor is behind schedule, to order Construction Contractor to accelerate its Work. In the event that Owner orders Construction Contractor to accelerate its Work and Construction Contractor (i) is not behind schedule and (ii) believes that acceleration will increase the cost of performance, Construction Contractor, shall be required to submit a Claim for increase pursuant to Section 13 of this Agreement. Any such claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

11.3 If Construction Contractor encounters on the Project site any materials reasonably believed by Construction Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Construction Contractor immediately shall (i) stop Work in the area affected and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Construction Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

11.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which

Owner and Design Professional may be responsible, in whole or in part, shall relieve Construction Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Construction Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Construction Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

11.5 In no event shall any approval by Owner authorizing Construction Contractor to continue performing Work under this Agreement or any payment issued by Owner to Construction Contractor be deemed a waiver of any right or claim Owner may have against Construction Contractor for delay damages hereunder.

12. CHANGES IN THE WORK

12.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Construction Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by Design Professional, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Construction Contractor for any increased compensation or adjustment to the Contract Time without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally.

12.2 A Change Order, in the form attached as Exhibit H to the Agreement, shall be prepared by Construction Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Construction Contractor and Owner concerning the requested changes. Construction Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Construction Contractor shall mutually agree.

12.3 If Owner and Construction Contractor are unable to agree on a Change Order for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

12.4 In the event a requested change is approved by Owner which results in either an increase or decrease to the Contract Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of Construction Contractor's actual and reasonable direct Cost of the Work (including bond premiums). In the event such change Work is performed by

subcontractors or sub-subcontractors, a maximum ten percent (10%) markup shall be permitted for all overhead and profit on those subcontractors and sub-subcontractors' direct labor, material, and actual equipment costs. Work performed directly by the Construction Contractor shall not be entitled to any mark-up for Change Order work.

12.5 Owner shall have the right to conduct an audit of Construction Contractor's books and records, as well as those of its subcontractors and suppliers, to verify the accuracy of Construction Contractor's claim with respect to Construction Contractor's costs associated with any Change Order or Construction Change Directive.

12.6 Design Professional may direct Construction Contractor to make nonmaterial changes to the Work, so long as such changes do not require or result in any adjustment to the Contract Amount, Contract Time or Project quality, and are generally within the scope of the Work. All such changes must be evidenced by a written order from Design Professional to Construction Contractor, with a copy to Owner. Construction Contractor shall comply with all such orders.

13. CLAIMS AND DISPUTES

13.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.2 Initial notice of Claims by Construction Contractor shall be made in writing to Owner and Design Professional within seven (7) calendar days after the first day of the event giving rise to such Claim or else Construction Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else Construction Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Paragraph 12.4 hereof.

13.3 Construction Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

13.4 Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

13.5 Any litigation between Owner and Construction Contractor (which term for the purposes of this subparagraph shall include Construction Contractor's surety), whether arising out

of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Construction Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between Owner and Construction Contractor shall lie and be only in the appropriate State courts of the State of Florida in and for Collier County, Florida. Construction Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14. OTHER WORK

14.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Construction Contractor prior to starting any such other work. If Construction Contractor believes that such performance will involve additional expense to Construction Contractor or require additional time, Construction Contractor shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of the other work. If Construction Contractor fails to send the above required seven (7) calendar days' notice, Construction Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

14.2 Construction Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Construction Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Construction Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Construction Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.

14.3 If any part of Construction Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Construction Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time Construction Contractor first became aware of the delay, defect or deficiency or by the scheduled commencement of Construction Contractor's dependent Work, whichever occurs first. Construction Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Construction Contractor's Work.

15. INSURANCE

15.1 Construction Contractor shall procure and maintain insurance as identified in Exhibit E to the Agreement.

16. WAIVER OF SUBROGATION

16.1 Owner and Construction Contractor waive all rights of subrogation against each other, Design Professional, the Program Manager (if any), and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance maintained by a party hereunder, to the extent such damages or injuries are covered by such insurance, except no party hereto waives any rights they may have to the proceeds of such insurance held by another party. Construction Contractor shall require similar waivers from all its subcontractors.

16.2 If any policies of insurance referred to in this Section require an endorsement to provide any waiver of subrogation referenced above, the owners of such policies will cause them to be so endorsed.

17. INDEMNIFICATION

17.1 To the maximum extent permitted by Florida law, Construction Contractor shall defend, indemnify and hold harmless Owner and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Construction Contractor or from personal injury, property damage, or loss of use thereof, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Contractor or anyone employed or utilized by the Construction Contractor in the performance of this Agreement.

17.2 The duty to defend under this Article 17 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Construction Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Construction Contractor. Construction Contractor's obligation to indemnify and defend under this Article 17 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

18. CLEANUP AND PROTECTIONS

18.1 Construction Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Contractor fails to keep the Project site clean, Owner has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to backcharge Construction Contractor for the costs of such clean up. At the completion of the Work, Construction Contractor shall remove all debris, rubbish, and waste materials from and about the Project site, as well as all tools, appliances,

construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by Owner.

18.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Contractor to condition at least equal to that existing at the time of Construction Contractor's commencement of the Work.

19. ASSIGNMENT

19.1 Construction Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of Owner. If Construction Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Construction Contractor all of the obligations and responsibilities that Construction Contractor has assumed toward Owner.

20. PERMITS, LICENSES AND TAXES

20.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Contractor. Permits and licenses to be acquired by Construction Contractor with the assistance of Design Professional include, but are not limited to, building, site and utility permits, as well as all Health Department (DER) permits required for the construction or relocation of Collier County water and/or sanitary sewer lines and facilities, to the extent such water and/or sewer work is included in this Contract. If Construction Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Construction Contractor shall bear all costs arising therefrom. Construction Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. All costs incurred by Construction Contractor with respect to performing its obligations under this Paragraph 20.1 shall be considered a direct cost item and shall be considered reimbursable as Cost of the Work as provided for in the Agreement. Owner shall fully cooperate with Construction Contractor where necessary.

20.2 Construction Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Additionally, Construction Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth below in Paragraph 20.3.

20.3 Sales Tax Savings and Direct Purchase Program. Construction Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax. Construction Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth in Paragraph 20.3.1 below.

20.3.1 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and may wish to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment

included in the Work ("Direct Purchase"). Owner shall prepare purchase orders to vendors selected by Construction Contractor, for execution by Owner, on forms provided by Owner. Construction Contractor shall allow two (2) weeks for execution of all such purchase orders by Owner. Construction Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Adjustments to the Contract Amount will be made by appropriate Change Orders for the amounts of each Owner Direct Purchase, plus the saved sales taxes. A Change Order shall be processed promptly before each Direct Purchase, or group of similar or related Direct Purchases, unless otherwise mutually agreed upon between Owner and Construction Contractor. With respect to all Direct Purchases by Owner, Construction Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all Direct Purchases. Notwithstanding anything herein to the contrary, Construction Contractor expressly acknowledges and agrees that all Direct Purchases shall be included within and covered by Construction Contractor's warranty to Owner to the same extent as all other warranties provided by Construction Contractor pursuant to the terms of the Contract Documents. In the event Owner makes a demand against Construction Contractor with respect to any Direct Purchase and Construction Contractor wishes to make claim against the manufacturer or supplier of such Direct Purchase, upon request from Construction Contractor Owner shall assign to Construction Contractor any and all warranties and Contract rights Owner may have from any manufacturer or supplier of any such Direct Purchase by Owner.

20.3.2 Construction Contractor represents and warrants that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes, and for its responsibilities for Federal excise taxes. Owner is exempt from the payment of Florida Sales Tax under F.S. Chapter 212 and can provide the Construction Contractor a copy of its Certificate of Exemption upon request.

20.3.3 The GMP shall only include those taxes that are legally enacted at the time the GMP is established and are the lawful responsibility of the Owner.

20.3.4 Any and all administrative costs incurred by the Construction Contractor to administer the purchase in the name of the Owner shall be considered to be included in the GMP as part of the staff cost included in the General Conditions. No addition shall be added to the Contract Amount because of the service provided by Construction Contractor in the purchase of property, materials, etc., in the name of the Owner.

20.3.5 The Owner's sales tax savings program shall be administered in accordance with the terms and conditions provided herein. Construction Contractor's contracts with trade subcontractors shall include the provisions for the Owner's sales tax savings program.

20.3.6 Construction Contractor shall be responsible for negotiating, coordinating production schedules with vendor(s), inspecting, accepting delivery, storing, handling, installing, and quality control for the materials/equipment purchased hereunder. Without limiting the generality of the foregoing, the purchase of material/equipment by Owner

shall not amend, alter or modify the obligations of Construction Contractor under this Agreement with respect to scheduling, inspecting, accepting deliveries, storing, handling, installing and quality control of the direct purchase materials/equipment.

20.3.7 Within sixty (60) days of Construction Contractor and Owner agreeing on the GMP, Construction Contractor shall provide Owner's Representative with a written list of vendors, materials/equipment, quantities and costs for items which Construction Contractor proposes Owner purchase directly pursuant to the terms hereof. Construction Contractor shall select qualified vendors as part of the GMP/trade package review process for all such direct purchase materials/equipment.

20.3.8 Owner's Representative will review the list provided by Construction Contractor and inform Construction Contractor of the acceptability of individual items and of Owner's intention to proceed or not proceed with direct purchases. If Owner intends to proceed with direct purchases, Construction Contractor will provide a revised list (if necessary) to the Owner's Representative's satisfaction and shall assist Owner's staff, designees, and key personnel in preparing and issuing purchase orders for the direct purchase items.

20.3.9 Purchase orders for direct purchase items shall be prepared by Owner and issued directly to the vendor(s) within two (2) weeks after request from Construction Contractor.

20.3.10 Before the issuance of each purchase order for material/equipment, the Construction Contractor shall issue a corresponding deductive Change Order(s) reducing the GMP by an amount equal to the cost of the material/equipment, including sales tax, included in the original GMP and to avoid project delays, such deductive Change Orders will not require approval by the Board of County Commissioners.

20.3.11 Construction Contractor will quantify ordering, coordinate submittals, fabrication and delivery of all direct purchase items. Construction Contractor will inspect, receive, and store all direct purchase items at the Project site. Upon inspection and possession by the Construction Contractor, the direct purchase items shall be deemed incorporated into the Project and become the full responsibility of the Construction Contractor.

20.3.12 Owner's Representative will have each vendor forward to Construction Contractor a duplicate invoice for direct purchases. Upon receipt of such invoice, Construction Contractor shall promptly review and approve or reject (with reason in writing for such rejection). The Construction Contractor will document receipt of goods received within five (5) business days to Owner.

20.3.13 Title to any materials/equipment purchased pursuant to the terms hereof shall vest in the Owner upon receipt from a vendor. Owner shall bear risk of loss for any materials purchased pursuant to the terms hereof commencing upon delivery of the materials to the Owner by the vendor and terminating when the materials/equipment are incorporated into the Project. Upon incorporation into the Project of such materials,

Construction Contractor shall bear sole cost and responsibility for remedy of defective materials or damage during the course of construction.

20.3.14 Owner shall obtain such insurance as the Owner deems necessary, at the Owner's sole cost and expense, to insure the Owner for the full replacement cost of any materials purchased by the Owner pursuant to the terms hereof until such materials are incorporated in the Project.

20.3.15 Construction Contractor shall be entitled to a Construction Contractor's Fee for the value of all direct purchase materials and equipment purchased by Owner under this Paragraph 20.3, plus any General Conditions costs and insurance premiums associated therewith.

20.3.16 Upon incorporation into the Project by Construction Contractor, all direct purchase materials equipment purchased by Owner pursuant to this Paragraph 20.3 shall be subject to and covered by the insurance, bonds and warranties provided by Construction Contractor to Owner under this Agreement and all warranties provided under purchase orders.

20.3.17 Nothing contained within this Paragraph 20.3 shall create or be construed as creating a partnership between the Owner and Construction Contractor or to constitute the Construction Contractor as an agent of the Owner.

21. TERMINATION FOR DEFAULT

21.1 Construction Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Article, if Construction Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by Owner or Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.

21.2 If Owner determines that Construction Contractor is in default under this Contract, Owner shall notify Construction Contractor in writing of Construction Contractor's default(s). If Owner determines that Construction Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Construction Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Construction Contractor's sureties and without prejudice to any other right or remedy it

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may be entitled to hereunder or by law, may terminate Construction Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Construction Contractor, take assignments of any of Construction Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Construction Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose. In making either the initial determination that Construction Contractor is in default under this Contract or the subsequent determination that Construction Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Construction Contractor is in default or has failed to satisfactorily cure its default.

21.3 If Owner deems any of the foregoing remedies necessary, Construction Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Construction Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Construction Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Construction Management Fee earned and the Cost of Work incurred prior to Construction Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to Owner by Construction Contractor pursuant to this Paragraph 21.3 shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

21.4 The liability of Construction Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Construction Contractor's default, Construction Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.

21.5 If, after notice of termination of Construction Contractor's right to proceed pursuant to this Article, it is determined for any reason that Construction Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Construction Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Construction Contractor's remedies against Owner shall be the same as and limited to those afforded Construction Contractor under Paragraph 22.1 below.

22. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

22.1 Owner shall have the right to terminate this Contract without cause upon seven (7) calendar days written notice to Construction Contractor. In the event of such termination for convenience, Construction Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Construction Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

22.2 Owner shall have the right to suspend all or any portions of the Work upon giving Construction Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Construction Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Construction Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Construction Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension.

23. COMPLETION

23.1 When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Construction Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Said written notice from Construction Contractor shall include a proposed punch list of all items of Work to be completed or corrected by Construction Contractor. Within a reasonable time thereafter, Owner, Construction Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Construction Contractor in writing giving the reasons therefor. In such case, Construction Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Construction Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Contractor and include a final punch list of items to be completed or corrected by Construction Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Construction Contractor within seven calendar days after Construction Contractor has achieved Substantial Completion. Construction Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Construction Contractor to complete all the Work required under this Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or

structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude Construction Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow Construction Contractor reasonable access to complete or correct items on the final punch list.

23.2 When Construction Contractor believes it has fully performed all of the Work, including all punch list items, Construction Contractor shall deliver to Owner a written affidavit from Construction Contractor certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Construction Contractor at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Construction Contractor has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Construction Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Construction Contractor submits: (1) the final Release and Affidavit in the form attached to the Agreement as Exhibit F, along with waivers and releases of lien/claims against bonds from all subcontractors and suppliers, (2) consent of surety to final payment, and (3) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.

24. WARRANTY

24.1 Construction Contractor shall obtain and assign to Owner all express warranties given to Construction Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Construction Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Construction Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law

or in equity, including any implied warranties Owner may be entitled to as a matter of law, Construction Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Construction Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contractor shall conduct, jointly with Owner and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion is achieved. Construction Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Construction Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Construction Contractor), improper operation by Owner (unless such operations were performed in accordance with the directions from Construction Contractor), or normal wear and tear under normal usage.

25. TESTS AND INSPECTIONS

25.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection, and testing. Construction Contractor shall provide proper, safe conditions for such access. Construction Contractor shall provide Design Professional and Owner's Uniform Building Construction Inspector with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.

25.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Construction Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to Owner and Design Professional.

25.3 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents is covered without such inspection, testing or approval having been satisfactorily obtained by Construction Contractor and without obtaining the written concurrence from Design Professional, such Work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Construction Contractor's expense unless Construction Contractor has given Design Professional 48 hours written notice of Construction Contractor's intention to cover the same and has requested written concurrence by Design Professional and Design Professional has not acted with reasonable promptness to respond to such notice and request. If any Work is covered contrary to written directions from Design Professional, such Work must, if

requested by Design Professional, be uncovered for Design Professional's observation, and be replaced at Construction Contractor's sole expense.

25.4 Owner shall charge to Construction Contractor and may deduct from any payments due Construction Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work unless such overtime work was expressly requested by Owner and Construction Contractor was on schedule. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

25.5 Neither observations by Design Professional or Owner, nor inspections, tests or approvals by others shall relieve Construction Contractor from Construction Contractor's obligations to perform the Work in accordance with the Contract Documents.

25.6 Construction Contractor is responsible, without reimbursement from Owner, for re-inspection fees and costs, to the extent such re-inspections are due to the fault or neglect of Construction Contractor.

25.7 Construction Contractor shall only use a certified independent testing and balancing services contractor to perform "Test and Balance" (T&B) services for this project. The T&B contractor shall be completely independent of the Construction Contractor's mechanical and ventilating subcontractor(s). Construction Contractor shall be responsible for coordinating mechanical/ventilating (HVAC) work, including HVAC control systems and T&B work.

25.8 T&B Submittal Requirement: Completed T&B report shall be delivered by Construction Contractor to Owner at Substantial Completion.

25.9 In addition to all other inspection obligations of Construction Contractor under the Contract Documents, Construction Contractor shall provide structural inspections on threshold buildings pursuant to a structural inspection plan prepared by the Design Professional. The term "threshold building" as used herein shall have the meaning prescribed in the Florida Building Code. The purpose of the structural inspection plan is to provide specific inspection requirements, procedures and schedules so the building's structure can be adequately inspected for compliance with the applicable Contract Documents. Inspection of the shoring and reshoring for conformance with the shoring and reshoring plans is also required. The threshold building inspection shall be performed by a threshold inspector, certified by the State of Florida, and approved by Owner. Construction Contractor shall promptly provide to Owner and Design Professional copies of all threshold building inspection reports.

26. DEFECTIVE WORK

26.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Construction Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner or Design Professional, remove it from the site and replace it with non-defective Work. Construction Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited

to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.

26.2 If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Construction Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Construction Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Construction Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

26.3 Owner shall have the right to order Construction Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Construction Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include, but is not limited to, Construction Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Construction Contractor or any other person.

26.4 Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Construction Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If Owner accepts such defective Work after final payment, Construction Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.

26.5 If Construction Contractor fails, within a reasonable time after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Construction Contractor fails to perform the Work in accordance with the Contract Documents, or if Construction Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Construction Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Construction Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Construction Contractor's services related thereto, take possession of Construction Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner

has paid Construction Contractor but which are stored elsewhere. Construction Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Construction Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

27. SUPERVISION AND CONSTRUCTION CONTRACTOR'S REPRESENTATIVE

27.1 Construction Contractor is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. Construction Contractor is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents. Construction Contractor shall keep on the Work at all times during its progress a competent resident representative who shall not be replaced without prior written notice to Owner and Design Professional except under extraordinary circumstances. The representative shall have authority to act on behalf of Construction Contractor. All communications given to the representative shall be as binding as if given to Construction Contractor. Owner shall have the right to direct Construction Contractor to remove and replace its Project representative or any other employee of Construction Contractor or any employee of any subcontractor from this Project, with or without cause.

27.2 Construction Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of Construction Contractor to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. Construction Contractor shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit J to the Agreement. Construction Contractor shall not change any of those persons identified in Exhibit J unless mutually agreed to in writing by Owner and Construction Contractor. In such case, Owner shall have the right to approve the replacement personnel.

27.3 Construction Contractor shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and Design Professional. Owner and Design Professional may attend meetings between Construction Contractor and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of Construction Contractor to administer the subcontracts.

27.4 Construction Contractor shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other

persons performing any of the Work or supplying materials under a contract to Construction Contractor. Construction Contractor shall develop and maintain a program, acceptable to Owner and Design Professional, to assure quality control of the Work. Construction Contractor shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and Construction Contractor shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between Construction Contractor and Design Professional over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

27.5 Construction Contractor shall not employ on this Project any person who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct, nor permit any subcontractor to assign any employee of it to this Project who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct.

28. PROTECTION OF WORK

28.1 Construction Contractor shall fully protect the Work and adjacent property from loss or damage and shall bear the cost of any such loss or damage until Substantial Completion is achieved. If Construction Contractor or anyone for whom Construction Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Construction Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Construction Contractor.

28.2 Construction Contractor shall ascertain what temporary enclosures, if any, of building areas, including existing facilities, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work and existing facilities, in periods when extreme weather conditions are likely to be experienced.

28.3 Construction Contractor shall not permit any unsafe loading of any structure at the Project site, nor shall Construction Contractor subject any part of the Work or adjacent property to any forces that will endanger it.

28.4 Construction Contractor shall not disturb any benchmark established by Owner with respect to the Project. If Construction Contractor, or its subcontractors, agents or anyone for whom Construction Contractor is legally liable, disturbs Owner's benchmarks, Construction Contractor shall immediately notify Owner and Design Professional. Owner shall have the benchmarks reestablished and Construction Contractor shall be liable for all costs incurred by Owner associated therewith.

29. EMERGENCIES

29.1 Construction Contractor shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which

otherwise might arise from an emergency event at the Project site. Construction Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Construction Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Contractor fails to provide the forty-eight (48) hour written notice noted above, Construction Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. Construction Contractor is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage.

30. USE OF PREMISES

30.1 At all times during the performance of the Work, Construction Contractor shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. Construction Contractor shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. Construction Contractor is responsible for any damage to any such area, or to the owner or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.

30.2 Except as required by the Contract Documents or otherwise required in order for Construction Contractor to satisfy its safety and security obligations under the Contract Documents, Construction Contractor shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.

30.3 Construction Contractor acknowledges that Work may be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Contractor shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.

30.4 Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to Construction Contractor the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts Construction Contractor's cost or time of performance, Construction Contractor shall be entitled to an equitable adjustment to the Contract Amount and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

31. SAFETY

31.1 Construction Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. Further, it is

Construction Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. Construction Contractor shall develop and implement, in accordance with the requirements of the Contract Documents, (including those contained within the various documents identified in Exhibit E to the Agreement), a safety plan for the Work.

31.2 Construction Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of Owner and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules, and regulations. Construction Contractor shall notify owners of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Construction Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

31.3 At all times during the performance of the Work at the Project site, Construction Contractor shall have designated, and located on a full time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Construction Contractor's safety program at the Project site. Construction Contractor hereby designates its superintendent as that safety representative. Construction Contractor may designate by written notice to Owner another individual, reasonably acceptable to Owner, who shall be Construction Contractor's safety representative at the Project site.

31.4 Alcohol, drugs, and all illegal substances are strictly prohibited on any Owner property. All employees of Construction Contractor, as well as those of all subcontractors and those of any other person or entity for whom Construction Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

31.5 Construction Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Construction Contractor shall comply with the following:

31.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

31.5.2 All Employees shall be provided an identification badge by Construction Contractor. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees working at the Project site must sign in and out with Construction Contractor each day;

31.5.3 Construction Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

31.5.4 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

31.5.5 All Employees shall at all times comply with OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

31.5.6 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

31.5.7 When requested, Construction Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

31.5.8 The Employees may not solicit, distribute or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

31.5.9 At all times Construction Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

32. PROJECT MEETINGS

32.1 Prior to the commencement of Work, Construction Contractor shall attend a preconstruction conference with Owner and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, Construction Contractor shall attend any and all meetings convened by Owner or Design Professional with respect to the Project, when directed to do so by Owner or Design Professional. Construction Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or Design Professional.

33. MATERIAL SAFETY DATA SHEET

33.1 If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by Construction Contractor or any of its subcontractors, Construction Contractor shall provide to Design Professional and Owner a Material Safety Data Sheet at the time of each delivery or prior to each new use of such product.

34. AUDITING RIGHTS

34.1 Construction Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Contractor shall require all of its

subcontractors to likewise retain all of their Project records and supporting documentation. Owner, and any duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of Construction Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Contractor shall cooperate in any audit, inspection, or copying of the documents. These access, inspection, copying and auditing rights shall survive the termination of this Contract.

34.2 If at any time, Owner conducts such an audit of Construction Contractor's records and documentation and finds that Construction Contractor overcharged Owner, Construction Contractor shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than $10,000.00, Construction Contractor shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Contractor. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Contractor with regard to the Project or under any other agreement between Construction Contractor and Owner. If such amounts owed Construction Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

34.3 This Article 34, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

35. COMPLIANCE WITH LAWS

35.1 Construction Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and Design Professional in writing.

35.2 For federally funded projects, Construction Contractor must comply with all federal rules and regulations including but not limited to those defined in the Davis Bacon Wage Rate Act.

36. SUBCONTRACTS

36.1 Construction Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current

Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval. Construction Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

36.2 A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Construction Contractor. Construction Contractor shall be solely responsible for and have control over the subcontractors. Construction Contractor shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.

36.3 When Construction Contractor submits its guaranteed maximum price proposal to Owner, Construction Contractor also shall submit to Owner a list of the names, addresses, licensing information and phone numbers of the subcontractors Construction Contractor intends to use for each portion of the Work, as well as identifying in writing those portions of the Work it intends to perform with its own employees. The list identifying each subcontractor cannot be modified, changed, or amended without prior written approval from Owner. Any and all work to be self-performed by Construction Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work. Construction Contractor shall continuously update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. Construction Contractor shall not enter into a subcontract with any subcontractor, if Owner reasonably objects to that subcontractor. Construction Contractor shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by Construction Contractor at the Project site, Construction Contractor shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Contractor and its subcontractors shall be in writing and are subject to Owner's approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Contractor to the same extent Construction Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Contractor to Owner at the election of Owner upon termination of Construction Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the subcontractor except workers' compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit E into all of its subcontracts (and require similar incorporation into all sub-subcontracts). Construction Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 36.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

36.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

36.5 Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

36.5.1 On all subcontracts where the bid exceeds $200,000, the Construction Contractor shall require subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the Construction Contractor wishes to award subcontracts to subcontractors unable to supply this bonding, it may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be unreasonably withheld. Construction Contractor shall include in the GMP the value applied to all subcontract values to cover the cost of subcontractor bonds, or at the option of the Construction Contractor, the use of Subcontractor Default Insurance (SDI) acceptable to the Owner. If a subcontractor is used that cannot qualify for Construction Contractor's SDI Program, that subcontractor will be required to provide bonds as stipulated above. For those subcontractors not enrolled in SDI, the actual cost of the subcontractor bonds shall be charged to the Project and the SDI cost will not apply.

36.5.2 On all subcontracts where the bid exceeds $200,000.00, each subcontractor must submit a completed experience questionnaire and financial statement. The subcontractor's financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.

36.5.3 Subcontractor experience - The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five years.

36.5.4 LIMITATION OF REMEDIES - No Damages For Delay

That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

The subcontract shall require the subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the subcontract price, damages, losses or additional compensation. Further, Construction Contractor shall incorporate terms of Paragraph 11.4 in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

36.5.5 Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Contractor within the time and in the manner in which Construction Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

37. MARKET ANALYSIS AND SOLICITATION OF BIDS

37.1 The purpose of this Paragraph is to insure that Construction Contractor makes a genuine effort to stimulate subcontractor interest in the Project and maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. Further, Construction Contractor shall notify Owner of the date, time and place of all bid openings and Owner shall have the right to attend any and all such bid openings. All bid openings shall be conducted in Collier County, Florida. Finally, Construction Contractor shall develop in writing subcontract bidding procedures for Owner's review and approval. Once those procedures have been approved by Owner, Construction Contractor shall not deviate from such procedures without obtaining Owner's prior written consent.

37.1.1 Construction Contractor shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work; Construction Contractor shall make an analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.

37.1.2 Within thirty (30) days after execution of this Contract, Construction Contractor shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, Construction Contractor shall submit to Owner and Design Professional a list of potential bidders for their review and approval. Construction Contractor shall be responsible for promoting and encouraging bid competition.

37.1.3 Construction Contractor shall carry out an active program of stimulating interest of qualified subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

37.2 Solicitation of Bids.

37.2.1 Construction Contractor shall prepare invitations for bids, or requests for proposal when applicable (collectively referred to herein as "bids"), for all procurements of long lead items, materials and services, and for subcontractor contracts. Such invitations for bids shall be prepared in accordance with the following guidelines. Award of bid shall be given to the lowest, qualified, responsive vendor. In the event that the Construction Contractor determines the lowest, qualified, responsive vendor should not be Awarded the bid, written justification shall be provided to, and approved by, the Owner prior to awarding an alternate qualified, responsive, vendor.

(1) Contracts not exceeding $15,000 may be entered into by the Construction Contractor with the firm, which submits the lowest responsive and responsible verbal bid. The Construction Contractor shall obtain a minimum of three (3) verbal bids. These quotations shall be entered on a bid tabulation sheet and a copy of such bid tabulation shall be sent to the Owner, Design Professional and to each firm. The successful bid shall be confirmed by written contract or purchase order to the firm defining the scope and quality of work to be provided.

(2) Contracts exceeding $15,000 but not exceeding $50,000 may be entered into by the Construction Contractor with the firm who is qualified and submits the lowest responsive and responsible bid. The Construction Contractor shall request at least three (3) firms to submit sealed written bids based on approved plans and specifications. The bids shall be entered on a bid tabulation sheet and shall be furnished to the Owner, Design Professional and to each firm. The successful bid shall be confirmed by written contract or purchase order to the firm defining the scope and quality of work to be provided.

(3) Contracts exceeding $50,000 but not exceeding $200,000 may be entered into by the Construction Contractor with the firm who is qualified and submits the lowest responsible and responsive bid. The Construction Contractor shall advertise these projects at least once with the last advertisement appearing at least ten (10) calendar days prior to the established bid opening date. These bids shall be based on approved plans and specifications. The bids shall be entered on a bid tabulation sheet and shall be furnished to the Owner, Design Professional and to each firm. The written bids shall be submitted to the owner and to the Design Professional for approval. The successful bid shall be confirmed by written contract or purchase order to the firm defining the scope and quality of work to be provided. Should the Construction Contractor receive less than three (3) bids/proposals, it may proceed only if the Design Professional certifies to the Owner that the recommended pricing is reasonable, and representative of the market and the Owner agrees.

(4) Contracts exceeding $200,000 shall be treated the same as described under item (3) above, except that the advertisement shall run for at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference. In obtaining bids, the Construction Contractor shall seek to ensure that its award practices provide fair and equitable opportunities for vendors/contractors to responds to Owner's needs.

(5) Site utilities may be acquired at market rates from the entity(ies) providing such in the service area.

(6) Bidding shall not be required for change order work with subcontractors that the Construction Contractor is already under subcontract.

(7) Construction Contractor hereby discloses that it has a relationship to the following entities: None. Owner acknowledges that these entities are not disqualified from the subcontractor bidding process or from being awarded a subcontract solely because of this relationship.

37.2.2 As part of such preparation, the Construction Contractor shall review the specifications and drawings prepared by the Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Contractor shall be brought to the attention of Owner's Representative and Design Professional in written form.

37.2.3 For each separate construction subcontract, the Construction Contractor shall, unless waived by Owner, conduct a pre-bid conference with prospective bidders, the Design Professional and Owner's Representative. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation to bid (or other solicitation mechanism), the Construction Contractor shall transmit these to the Design Professional and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

37.2.4 The Construction Contractor shall establish a qualification procedure for applicable subcontract trades.

37.2.5 Prior to awarding any subcontract for an amount over $25,000, the Construction Contractor shall conduct a pre-award conference with the lowest responsive qualified bidder after the receipt of subcontractor bids. The Design Professional and the Owner's Representative shall be invited to all such meetings. At the pre-award meeting, the Construction Contractor and prospective subcontractor shall review all aspects of the scope of the work to assess the capability of the subcontractor to fulfill the needs of the Project including the subcontractor qualification information required above. Subjects covered may include schedule, manufacturers used in bidding the work, manpower, supervisory personnel, value engineering suggestions, etc. Within forty-eight (48) hours of the pre-award conference, the Construction Contractor shall decide whether to accept

or reject the lowest responsive bidder and to enter into the same process with the next lowest bidder. The Construction Contractor shall make sure that the Design Professional and the Owner are in agreement with the Construction Contractor when choosing not to accept the lowest bidder due to his professional opinion that the low bidder will not be able to meet the quality desired, schedule, or other factors identified by the Construction Contractor. The GMP approved in this contract will reflect that the parties agree with the selection of subcontractors.

38. PARTNERING

38.1 Construction Contractor, prior to commencement of the Construction Phase Services, shall prepare and submit for Owner's approval a proposed Partnering Program for the Project. The Partnering Program shall contain, at a minimum, procedures for the enhancement of communication and cooperation between Owner, Construction Contractor, Design Professional, separate contractors, inspectors and other consultants and subcontractors on the Project, as well as procedures for the speedy and efficient resolution of problems and disagreements during construction. Upon approval by Owner, the Partnering Program shall be implemented and coordinated by Construction Contractor throughout the remainder of the Project.

39. SECURING AGREEMENT

39.1 Construction Contractor warrants that Construction Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Construction Contractor, to solicit or secure this Contract and that Construction Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. At the time this Contract is executed, Construction Contractor shall sign and deliver to Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit L. Construction Contractor's compensation shall be adjusted to exclude any sums by which Owner determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

40. PUBLIC ENTITY CRIMES

40.1 By its execution of this Agreement, Construction Contractor acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a

period of 36 months from the date of being placed on the convicted vendor list."

41. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION/MWBE/LDB AND APPRENTICESHIP PROGRAM

41.1 In performing all services to be provided hereunder, Construction Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Construction Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Construction Contractor shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

42. CHANGED CONDITIONS

42.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Construction Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Contractor as part of its investigative services, and that no change in the terms of the Contract is justified, Owner shall so notify Construction Contractor in writing, stating its reasons. Claims by Construction Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Construction Contractor's receipt of Owner's written determination notice. If Owner and Construction Contractor cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B
SUPPLEMENTAL TERMS AND CONDITIONS

The following Supplemental Terms and Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Agreement and the General Terms and Conditions attached thereto as Exhibit A.

A. Construction Contractor shall provide Owner, its representatives and Design Professional with copies of a Policy and Procedure Manual (total number of copies not to exceed 5) developed and updated in accordance with the following requirements:

1. Upon execution of the Agreement, and if required by Owner's Representative, Construction Contractor shall develop a draft of the comprehensive Policy and Procedure Manual describing the services to be provided by Construction Contractor per the Contract Documents. This shall provide a plan for the control, direction, coordination and evaluation of the Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of Construction Contractor, Owner and Design Professional; Workflow diagrams; and strategy for bidding and subcontracting the Work. Owner shall have the right to review the Policy and Procedure Manual and to approve its content and format. The Policy and Procedure Manual may be updated as necessary throughout the Pre-Construction and Construction Phases, but substantive changes will not be made without Owner's prior written concurrence. An electronic copy of the Policy and Procedure Manual and any updates shall be submitted to Owner and Design Professional, with one hard copy being maintained on the work site. In developing the Policy and Procedure Manual, Construction Contractor shall coordinate and consult with Owner and Design Professional. The initial manual shall be submitted to Owner for approval.

2. Contents of Policy and Procedure Manual: The Policy and Procedure Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Policy and Procedure Manual shall include, as a minimum, the following sections:

   2.1 Project Definition: The known characteristics of the Project and sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project and sub-projects.

   2.2 Project Goals: The schedule, budget, physical, technical and other objectives for the Project shall be defined.

   2.3 Project Strategy: A narrative description of the Project delivery methods which shall be utilized to accomplish the Project goals.

2.4 Project Work Plan: A matrix display of the Work to be performed by Construction Contractor, as well as the services and items to be furnished by Design Professional and Owner during each phase of the Project.

2.5 Project Organization: A summary organization chart showing the interrelationships between Owner, Construction Contractor and Design Professional, and other supporting organizations and permitting review agencies. Detailed charts, one each for Construction Contractor and Design Professional, showing organizational elements participating in the Project shall be included.

2.6 Responsibility Performance Chart: A detailed matrix showing the specific responsibilities and interrelationships of Owner, Design Professional, and Construction Contractor. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. Construction Contractor shall develop a similar chart for the personnel within its own organization who are assigned to the Project, as well as for Design Professional's and Owner's personnel assigned to the Project from data supplied by them.

2.7 Flow Diagrams: These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress, and change orders.

2.8 Written Procedure: The Construction Contractor will provide written procedures for communications and coordination required between Construction Contractor, Design Professional and Owner throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.9 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from Owner, Construction Contractor and Design Professional, as well as from all subcontractors, subconsultants and suppliers of any of them. This list shall be continuously updated by Construction Contractor throughout the Project duration, with Construction Contractor distributing a copy of all updates to Owner and Design Professional.

3. This Policy and Procedure Manual shall be completed and submitted to Design Professional and Owner for their review and Owner's approval as

a condition precedent to payment by Owner to Construction Contractor for any services provided in the Construction Phase under this Contract.

4. This Policy and Procedure Manual is merely an amplification and clarification of this Contract. Any conflicts between the Policy and Procedure Manual and this Contract shall be governed by the latter.

B. Construction Contractor shall utilize the County's online Project Management Information System ("PMIS"), (Procore) and utilize all tools including Requests for Information (RFIs), Submittals, Daily Log, Photos, Drawings, Specification, Meetings, Schedule, Transmittals, Inspections, Incidents, Budget, Documents and Directory, and other tools as required by Collier County. The Construction Contractor will be given full access to Procore and will be responsible for managing the RFI and Submittal workflows, document management, drawing meeting management and all other project management tools to ensure an efficient project. The Construction Contractor will be able to invite subcontractors to the project to ensure full participation. This system shall be in place for both the Pre-Construction Phase and Construction Phase services pursuant to this Contract.

1. General:

1.1 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

1.2 The above reports shall be submitted at least on a monthly basis, if requested by Owner.

2. Narrative Reporting Subsystem.

2.1 Construction Contractor shall prepare written reports as described hereunder utilizing Collier County's Procore system.

2.2 The Narrative Reporting Subsystem shall include the following reports:

2.2.1 Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2.2.2 Monthly Cost Narrative describing the current construction cost estimate status of the Project.

2.2.3 A Monthly Scheduling Narrative summarizing the current status of the overall Master Project Schedule and an

explanation of all variances from the plan. This report shall include an analysis of the various Project subschedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

2.2.4 Monthly Accounting Narrative describing the current cost and payment status for the entire Project. This report shall relate current encumbrances and expenditures to the budget allocations. An explanation for all variances shall be provided.

2.2.5 A Monthly Construction Progress Report during the Construction Phase summarizing the Work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.

2.2.6 Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.3 The Reports outlined in subparagraphs 2.2.1 through 2.2.5 above shall be bound with applicable computer schedule reports and submitted monthly during Design and Construction Phases and shall be current through the end of the preceding month. Copies shall be delivered to Owner and Design Professional. A copy of the complete diary shall be submitted to Owner at the conclusion of the Project in either a hard copy or electronic copy format, as requested by Owner.

3. Schedule Control Subsystem.

3.1 Master Project Schedule: Prior to the submittal of its first application for payment, Construction Contractor shall submit to Owner and Design Professional for their review and approval a Master Project Schedule covering the planning and design approvals, construction, and Owner occupancy of the Project. This schedule shall conform to the format outlined in Paragraph 3.4 below. This schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated monthly by Construction Contractor throughout the Project. Within fifteen (15) calendar days of Construction Contractor's submittal, Owner and Design Professional shall review the schedule and provide Construction Contractor a written list of corrections needed to approve the schedule. Construction

Contractor must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of Owner's and Design Professional's comments. If the schedule is not approved within said thirty (30) calendar days, Owner and Design Professional will withhold all Contract payments until the schedule is approved. The acceptance of the schedule by Owner and Design Professional in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. Construction Contractor is and shall remain solely responsible for the planning and execution of all Work in order to meet Project milestones or Contract completion dates.

3.2 Construction Schedule: Construction Contractor shall prepare and submit to Owner and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 3.4 below. The approved Construction Schedule shall be attached to the GMP Amendment. The Construction Schedule shall be integrated into the Master Project Schedule.

3.2.1 Following development and approval of the Construction Schedule as aforesaid, Construction Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner in duplicate. No additional compensation will be due Construction Contractor for making such updates. Failure of Construction Contractor to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for Owner to find Construction Contractor in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to Construction Contractor until a schedule or schedule update acceptable to Owner is submitted.

3.3 Construction Contractor shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

3.3.1 Pre-Bid Schedules (Subnetworks): Construction Contractor shall prepare a construction schedule for that portion of the Work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for subcontract

completion by the successful bidder. It shall show the interrelationships between the Work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the Master Project Schedule.

3.3.2 Subcontractor Construction Schedules (Subnetworks): Upon the award of each subcontract, Construction Contractor shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the bid packages, taking into account the work schedule of the other subcontractors. The subcontractor's construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The subcontractor's construction schedule also shall show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

3.3.3 Occupancy Schedule: Construction Contractor shall jointly develop with Design Professional and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy and shall be integrated into the Master Project Schedule.

3.4 Schedule Format: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time, as well as being cost loaded. Further, both the Master Project Schedule and the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in Exhibit I to the Agreement.

3.4.1 If requested by Owner or Design Professional, Construction Contractor shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include, but not be limited to, estimated activity manpower, anticipated quantities, and production rates.

3.4.2 Procurement shall be identified with at least two (2) activities: fabrication and delivery. Construction Contractor shall insure that all Work activities that require a submittal are preceded by the appropriate submittal and approval activities.

3.4.3 Only contractual constraints shall be shown in the schedule logic. No other restraints are allowed unless approved in writing by Owner or Design Professional. This disallowance of constraints includes the use of any mandatory start or finish dates selected by Construction Contractor.

3.4.4 Activities shall be identified by codes to reflect the responsible party for the accomplishment of each activity (only one party per activity), the Phase/Stage of the Project for each activity, and the Area/Location of each activity

3.4.5 The construction time for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Contract completion date is exceeded in the schedule.

3.4.6 Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by Owner and Construction Contractor that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.

3.4.7 The CPM schedules must be compatible with Procore It is Construction Contractor's responsibility to ascertain the software compatibility with Owner or Design Professional.

3.4.8 Initial Schedule Submittal Requirements:

3.4.8.1 Predecessor/Successor Sort

3.4.8.2 Total Float/Early Start Sort

3.4.8.3 Responsibility/Early Start Sort

3.4.8.4 Area/Early Start Sort

3.4.8.5 Logic Diagram: Upon request of Owner, Produce diagram with not more than 100 activities per ANSI D (24-inch x 36-inch) size sheet. Insure each sheet includes title, match data

or diagram correlation, and key to identify all components used in the diagram.

3.4.8.6 Narrative discussing general approach to completion of the Work.

3.4.9 Schedule Update Requirements: Construction Contractor shall update the schedules monthly to show actual, current progress. The schedule updates shall be submitted within seven (7) calendar days of the data dates. The updates shall include:

3.4.9.1 Dates of activities' actual starts and completions.

3.4.9.2 Percent of Work remaining for activities started but not completed as of the update date.

3.4.9.3 Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and Work planned for the next month.

3.4.9.4 Predecessor/Successor Sort

3.4.9.5 Total Float/Early Start Sort

3.4.9.6 Responsibility/Early Start Sort

3.4.9.7 Area/Early Start Sort

3.4.9.8 Upon request of Owner, Fragnet of logic diagram for all requested logic changes.

3.4.9.9 Updated logic diagram as required by Owner. At a minimum, Owner shall require a final logic diagram at the end of the Work showing the planned and actual starts and completions.

3.4.9.10 A bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.

3.4.9.11 All update information shall be an accurate representation of the actual Work progress.

3.5 Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of Owner's request. The Recovery Schedule shall describe in detail Construction Contractor's plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.

3.6 Change Orders: When a Change Order is proposed, Construction Contractor must identify all logic and/or schedule changes as a result of the Change Order. The logic and/or schedule changes required by the Change Order will be considered incidental to Construction Contractor's work. No separate payment will be made.

3.7 Cost Control Subsystem: The operation of this subsystem shall provide sufficient timely cost data and detail to permit Construction Contractor to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that the Work will be completed at a cost which, together with the Construction Management Fee, will not exceed the GMP. Requirements of this subsystem include submissions at the following phases of the Project:

3.8 Pre-Construction Phase Estimates; and

3.9 At establishment of the GMP.

4. Project Accounting Subsystem: This subsystem shall enable Construction Contractor to plan effectively and Owner to monitor and control the funds available for the Project, cash flow, costs, Change Orders, Construction Change Directives, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable, and also enable Owner to stay informed as to the overall Project status. All reports to be generated as part of this subsystem shall be consistent with the Project Funding Schedule (if any). This subsystem will be produced and updated monthly and includes the following reports:

4.1 Costs Status Report representing the budget, estimate, and base commitment (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved

Change Orders and Construction Change Directive for each subcontract which when added to the base commitment will become the total commitment. Pending Change Orders also will be shown to produce the total estimated probable cost to complete the Work.

4.2 A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

4.3 A Detailed Status Report showing the complete activity history of each item in the Project accounting structure and includes an earned value graph. It shall include the budget, estimate, and base commitment figures for each subcontract. It shall give the Change Order history, including Change Order numbers, description, proposed and approved dollar amounts. It also shall show all pending or rejected Change Orders.

4.4 A Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

4.5 A Job Ledger shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

END OF SUPPLEMENTAL TERMS AND CONDITIONS

EXHIBIT C
FORM OF PAYMENT BOND

BOND NO._____

PUBLIC PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to _____, as Obligee in the sum of ($_____) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20__, with Obligee for _____

in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, services, materials or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 2022, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____
Witnesses as to Principal

_____

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization, this ___ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public (Signature)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

ATTEST:

SURETY:

_____
(Printed Name)

_____

_____
Witnesses as to Surety

_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

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OR

_____

_____
Witnesses

As Attorney in Fact
(Attach Power of Attorney)

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization, this ___ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public (Signature)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

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EXHIBIT D
FORM OF PERFORMANCE BOND

BOND NO._____

PUBLIC PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound to _____, as Obligee in the sum of _____ ($_____) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____ _____, 20___, with Obligee for _____.

in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract,

then this bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20___, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By:_____
Witnesses as to Principal Name:_____
Its:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization, this ___ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public (Signature)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

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ATTEST:

SURETY:

_____
(Printed Name)

_____
(Business Address)

_____
(Authorized Signature)

_____
Witnesses as to Surety

_____
(Printed Name)

OR

_____

As Attorney in Fact
(Attach Power of Attorney)

_____
Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization, this ___ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public (Signature)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

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EXHIBIT E
INSURANCE REQUIREMENTS

(1) During the term of the Contract, the Construction Contractor shall provide, pay for, and maintain, with companies satisfactory to the Owner, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on an ACORD or equivalent form. The Certificates must be signed by an authorized representative of the insurance company/companies shown on the certificates with proof that he/she is an authorized representative thereof. In addition, copies of all insurance policies required shall be provided to the Owner, on a timely basis, if requested by the Owner. These certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail, facsimile or e-mail shall be given the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage. Construction Contractor also shall notify Owner, in a like manner, within forty-eight (48) hours after receipt by the Construction Contractor of the respective notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Construction Contractor from its insurer, and nothing contained herein shall relieve Construction Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy, the Construction Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

(2) All insurance policies required by the Contract shall include the following provisions and conditions by endorsement to the policies:

(a) The term "Board of County Commissioners of Collier County, Florida" shall include Collier County, Florida, a political subdivision of the State of Florida and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of Collier County, Florida.

(b) All insurance policies provided by Construction Contractor to meet the requirements of this Agreement shall name the Board of County Commissioners of Collier County, Florida, as that name is defined in (2)(a) above, as an additional insured as to the operations of the Construction Contractor under the Contract and shall contain a severability of interests provision.

(c) Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of Construction Contractor.

(d) All insurance coverage of the Construction Contractor shall be primary to any insurance or self-insurance program carried by the Owner applicable to the Project, and the "Other Insurance" provisions of any policies obtained by Construction Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to the Project.

(3) The acceptance by the Owner of any Certificate of Insurance for the Project evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract.

(4) No work shall commence at the Project site unless and until the required Certificates of Insurance are received and the written Notice to Proceed is issued to the Construction Contractor by the Owner.

(5) Before starting and until acceptance of the work by Owner, Construction Contractor shall procure and maintain insurance of the types and to the limits specified below. Construction Contractor shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits specified below, unless such insurance requirement for the subcontractor is expressly waived in writing by the Owner. The following limits are applicable for only the Preconstruction Phase. The Construction Phase of the Project will require additional Insurance Requirements and will be set forth in the GMP Amendment.

INSURANCE TYPE	REQUIRED LIMITS
1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Government Statutory Limits and Requirements. Policy must include Employers' Liability with a limit of $1,000,000 each accident.
2. Commercial General Patterned after	Bodily Injury & Property Damage Liability the current I.S.O. Occurrence Form. $2,000,000 Single Limit Per Occurrence
3. Automobile Liability	$1,000,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
4. Other Insurance as indicated below:	
a) Professional Liability	$1,000,000, if required by the Contract Documents
b) Pollution Insurance	$2,000,000, if required by the Contract Documents
c) Umbrella Coverage	$5,000,00, per occurence

5. The Owner must purchase and maintain Builder's Risk property insurance for the duration of the construction project. The cost of this insurance shall be included in the GMP proposal.

6. Construction Contractor shall be solely responsible to parties with whom it shall deal in carrying out the terms of the Contract and shall indemnify and hold the Owner harmless against all claims arising from the negligent acts, errors or omissions of consultant by third parties. Construction Contractor shall carry professional liability insurance in an amount not less than $1,000,000, but only if the Contract Documents and Project require the Construction Contractor to provide professional architectural, design or engineering services to Owner.

7. Construction Contractor shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. Construction Contractor shall provide Owner with certificates of insurance meeting the required insurance provisions.

8. Owner must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for all policies other than Workers' Compensation and/or Professional Liability using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to Owner.

9. The Collier County Board of County Commissioners shall be named as the Certificate Holder.

NOTE--The "Certificate Holder" should read as follows:
Collier County
Board of County Commissioners
Naples, Florida

10. No County Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

11. Thirty (30) Days Cancellation Notice is required.

12. The Certificate must state the Project Number/Solicitation Number and Title of the Project.

13. Owner's Insurance: No additional insurance provided.

(6) If any insurance provided pursuant to the Contract expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the Owner, copies of the renewal policies, shall be furnished to Owner thirty (30) days prior to the date of expiration.

(7) Should at any time the Construction Contractor not maintain the insurance coverage required in the Contract, the Owner may cancel the Contract or at its sole discretion shall be authorized to purchase such coverage and charge the Construction Contractor for such coverage purchased. If Construction Contractor fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any

amount due Construction Contractor under the Contract. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of the Owner to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under the Contract.

(8) Construction Contractor shall submit within twenty-four (24) hours to Owner and Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Construction Contractor under the Contract Documents.

(9) The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy except deductibles as agreed to by the Owner in obtaining Builder's Risk Property Insurance. The payment of such deductible shall be the sole responsibility of the Construction Contractor and/or subcontractor providing such insurance.

EXHIBIT F
RELEASE AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Construction Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The Board County Commissioners of Collier County, Florida, a political subdivision of the State of Florida ("Owner") relating in any way to the performance of the Agreement between Construction Contractor and Owner, dated _____, 20__, for the period from _____ to _____.

(2) Construction Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Construction Contractor of the Work covered by this Release and Affidavit.

(4) Construction Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Contractor from Owner and has not withheld any such amounts. In the event Construction Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in paragraph 5 below, Construction Contractor agrees to immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Construction Contractor's [monthly/final] Application for Payment No._____.

Construction Contractor:

By:_____
Its:_____ President

_____

_____
Witnesses

Date:_____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___online notarization, this ___ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public (Signature)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

EXHIBIT G
CONSTRUCTION CONTRACTOR APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @5% through [Insert Date] _____	$	Retainage @ 5% through [Insert date] _____	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION.
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	

Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

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EXHIBIT G (continued)
Schedule Of Values

SCHEDULE OF VALUES

Project Name:

Project Number:
Date:
Period To:

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE	__% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE	SINCE DATE								
	TOTALS											

* Explanation for the two columns under Previous Applications: The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issu into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This state what has happened since the change in retainage.

EXHIBIT G (continued)
Consent of Surety

CONSENT OF SURETY
TO FINAL PAYMENT
AIA DOCUMENT G707 -ELECTRONIC FORMAT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

PROJECT:
(Name and address)

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

Attest: _____

_____
(Signature of authorized representative)

(Seal)

_____
(Printed name and title)

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Electronic Format G707 - 1994
1

EXHIBIT H
CHANGE ORDER

Change Order Form

Contract #:		Change #:		Purchase Order #:		Project #:	
Contractor/Firm Name:				Project Name:	
Project Manager Name				Department:	

Original Contract/Work Order Amount			Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount			Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount			SAP Contract Expiration Date (Master)
Dollar Amount of this Change		#DIV/0!	Total Change from Original Amount
Revised Contract/Work Order Total	$ 0.00	#DIV/0!	Change from Current BCC Approved Amount
Cumulative Changes	$ 0.00	#DIV/0!	Change from Current Amount

Completion Date, Description of the Task(s) Change, and Rationale for the Change

Notice to Proceed Date		Original Completion Date		Last Approved Date		Revised Date (includes this change)	
# of Days Added		Select Tasks	☐ Add new task(s) ☐ Delete task(s) ☐ Change task(s) ☐ Other (see below)		

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

Prepared by: _____ Date: _____
(Project Manager Name and Department)

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted by: _____ Date: _____
(Contractor / Vendor / Consultant / Design Professional and Name of Firm, if project applicable)

Approved by: _____ Date: _____
(Design Professional and Name of Firm, if project applicable)

Approved by: _____ Date: _____
(Procurement Professional

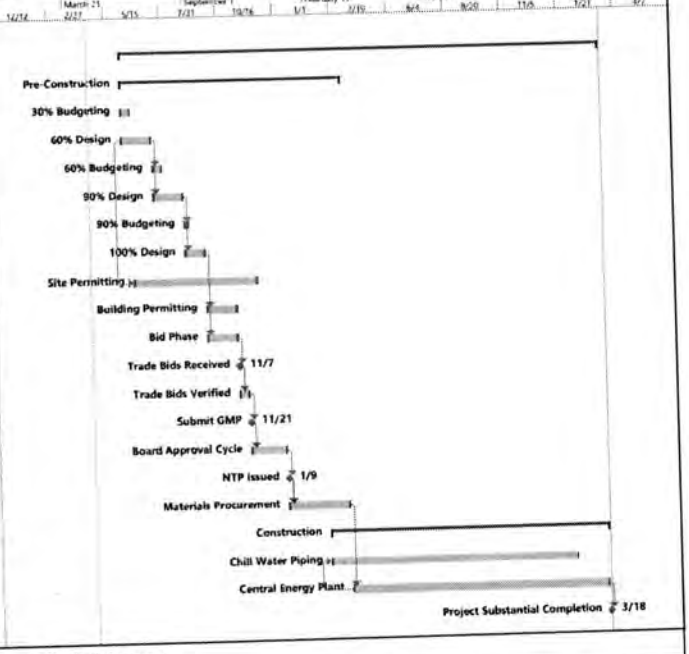
(Divisions who may require additional signatures may include on separate sheet.)

Revised: 10/23/2014

EXHIBIT I
MASTER PROJECT SCHEDULE MILESTONES

Collier County Government
New Central Energy Plant with Thermal Energy Storage Tank
and
Chill Water Piping

ID	Task Name	Duration	Start	Finish
1				
2	**Collier County Government - New CEP and CHW Piping**	**465 days**	**Mon 6/6/22**	**Mon 3/18/24**
3	**Pre-Construction**	**215 days**	**Mon 6/6/22**	**Fri 1/31/23**
4	30% Budgeting	10 days	Mon 6/6/22	Fri 6/17/22
5	60% Design	30 days	Mon 6/6/22	Fri 7/15/22
6	60% Budgeting	10 days	Mon 7/18/22	Fri 7/29/22
7	90% Design	30 days	Mon 7/18/22	Fri 8/26/22
8	90% Budgeting	5 days	Mon 8/29/22	Fri 9/2/22
9	100% Design	20 days	Mon 8/29/22	Fri 9/23/22
10	Site Permitting	120 days	Mon 6/20/22	Fri 12/2/22
11	Building Permitting	30 days	Mon 9/26/22	Fri 11/4/22
12	Bid Phase	30 days	Mon 9/26/22	Fri 11/4/22
13	Trade Bids Received	0 days	Mon 11/7/22	Mon 11/7/22
14	Trade Bids Verified	10 days	Mon 11/7/22	Fri 11/18/22
15	Submit GMP	0 days	Mon 11/21/22	Mon 11/21/22
16	Board Approval Cycle	35 days	Mon 11/21/22	Fri 1/6/23
17	NTP issued	0 days	Mon 1/9/23	Mon 1/9/23
18	Materials Procurement	60 days	Mon 1/9/23	Fri 3/31/23
19	**Construction**	**270 days**	**Mon 3/6/23**	**Mon 3/18/24**
20	Chill Water Piping	240 days	Mon 3/6/23	Fri 2/2/24
21	Central Energy Plant	250 days	Mon 4/3/23	Fri 3/15/24
22	Project Substantial Completion	0 days	Mon 3/18/24	Mon 3/18/24



Thu 4/21/22

Owen - Ames - Kimball Company

EXHIBIT J
CONSTRUCTION CONTRACTOR'S STAFFING SCHEDULE

I. Pre-Construction Phase Services:

Name	Title/Position	Company Affiliation	% Assigned to Project	Hourly Rate

II Construction Phase Services:

Name	Title/Position	Company Affiliation	% Assigned to Project	Hourly Rate

EXHIBIT K
GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION CONTRACTOR

AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION CONTRACTOR FOR _____
AGREEMENT NO. _____

Pursuant to Sections 4B and 7A of the Agreement, dated _____, between The Board of County Commissioners of Collier County, Florida ("Owner") and _____ _____ ("Construction Contractor"), with respect to the construction of the Owner's _____ ("Project"), the Owner and Construction Contractor hereby agree to amend and modify the Agreement by this Amendment and establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

ARTICLE 1
SCOPE OF WORK

The scope of the Work consists of the construction of a _____ _____, in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through ___ below, which are hereby incorporated into and made a part of the Amendment by this reference:

Attachment No.	Description	Pages	Date
1.	List of Drawings, Specifications, and Addendums	___ through ___	_____
2.	Schedule of Values	___ through ___	_____
3.	Itemized General Condition Expenses	___ through ___	_____
4.	List of Alternates	___ through ___	_____
5.	Assumptions and Clarifications	___ through ___	_____
6.	Completion Schedule	___ through ___	_____
7.	List of Subcontractors and Major Suppliers	___ through ___	_____

8.	Allowance	___ through ___	_____
9.	Key Personnel	___ through ___	_____

ARTICLE 2
GUARANTEED MAXIMUM PRICE

2.1 Construction Contractor's Guaranteed Maximum Price ("GMP") for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement and Construction Contractor's Fee as defined in Section 4 of the Agreement, is _____ ($_____).

2.2 The GMP includes material that may be purchased directly by the Owner ("Owner Direct Purchases"). The estimated value of materials that may be purchased directly by the Owner is _ ($_____). Construction Contractor will initially process one (1) deductive Change Order under this Agreement for the entire estimated amount of Owner Direct Purchases, inclusive of sales taxes. Prior to final payment, a final reconciliation of the Owner Direct Purchases against the GMP will be performed and such deductive Change Order will be prepared for the Owner's review and execution.

2.3 The Construction Contractor's Fee for the entire Work anticipated on this Project is hereby established as a lump sum amount of _____ ($_____), said lump sum amount is included within the above noted GMP.

2.4 The General Condition expenses for the entire Work anticipated on this Project are hereby established as a lump sum amount of _____ ($_____), said lump sum amount is included within the above noted GMP. The items included as General Condition expenses are listed in the List of Itemized General Conditions attached hereto and incorporated herein as Attachment No. ____. Except as said lump sum amount for General Condition expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Contractor acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above noted lump sum amount and Construction Contractor agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above lump sum amount.

2.5 Monthly installment payment of the Construction Contractor's Fee and the General Condition expenses shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.6 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in paragraph 2.4 above, the parties have agreed to establish a contingency within the GMP in an amount not-to-exceed amount of _____ ($_____). Contingency funds shall

be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the construction documents. Construction Contractor shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining Owner's express written authorization to proceed. The Construction Contractor acknowledges and agrees that any work which is to be charged against the contingency allowance that does not receive such prior written approval from the Owner shall be deemed to be part of Construction Contractor's basic Work compensated within the GMP and not chargeable against the Owner's Contingency Allowance. The Owner reserves the right, at its sole discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditures become part of the Contract Documents and are incorporated by reference herein. Unused contingency remaining at the end of the job will be credited from the guaranteed maximum price. Construction Contractor has no entitlement to any portion of any unused contingency.

2.7 The parties have agreed to establish an allowance within the GMP for _____ in the amount of _____ ($ _____). Construction Contractor shall not proceed with any portion of the Work associated with the aforesaid allowance ("Allowance Work") without first obtaining Owner's express written authorization to proceed with said Allowance Work. Allowance Amounts are reflected in Attachments _____ through _____.

2.8 Pursuant to Exhibit A, Paragraph 12.4 of the Agreement, if at the time final payment is made to Construction Contractor the total Cost of the Work has been increased by approved Change Orders in an amount causing the original GMP as set forth in this Amendment to be exceeded by more than _____ ($_____), then Construction Contractor shall be entitled to an increase in the Construction Contractor's Fee in the amount of _____ (_____%) of the amount exceeding the sum of _____ ($_____) plus that original GMP amount.

2.9 Construction Contractor recognizes that this Contract includes work for trench excavation in excess of five feet deep. Construction Contractor acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Construction Contractor certifies that the required trench safety standards will be in effect during the period of construction of the Project and Construction Contractor agrees to comply with all such required trench safety standards.

2.9.1 The amount of _____ dollars ($_____) has been separately identified for the cost of compliance with the required trench safety standards; said amount is included within the GMP.

ARTICLE 3

CONTRACT TIME

3.1 The Construction Phase Commencement Date for the Work is _____. The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is _____ (

_____) days ("Contract Time"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS _____.

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Contractor's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement in the amount of $_____ shall be assessed against Construction Contractor for each calendar day Construction Contractor fails to achieve Substantial Completion for the Designated Work within the Contract Time.

ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Construction Contractor agree that the terms of this Amendment shall prevail and control.

OWNER	Construction Contractor
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____
Attest: _____	Attest: _____

Attachment 1

List of Drawings, Specifications, and Addendums

See Attached

Attachment 2
Schedule of Values

See Attached

Attachment 3

Itemized General Condition Expenses

See Attached

CAO

Attachment 4

List of Alternates

See Attached

Attachment 5

Assumptions and Clarifications

See Attached

Attachment 6

Completion Schedule

See Attached

Attachment 7

List of Subcontractors and Major Suppliers

See Attached

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Attachment 8

Allowance

See Attached

127025798.5

CAO

Attachment 9
Key Personnel

Individual	Title
Matthew Zwack	Project Executive / Principal In Charge
Abel Natali	Sr. Construction Manager / Pre-Construction Manager
Ellen Bisogno	Project Director
Alesha Watchowski	Senior Project Manager
Edwin Clawson	Project Manager
Ryan Propp	Senior / General Superintendent
Pablo Ferreira	Chief Estimator
Jan-Erik Hustrulid	Project Liaison
Jordan Fike	Project Superintendent 1
Walker Adams	Project Superintendent 2
Patrick Kowalski	Assistant Superintendent 1
Angelo Garcia	Assistant Superintendent 2
Diane Kirby	Assistant Project Manager
Jan Conrad	Clerical / Accounting Administration
McKenzie Woods	Accounting Supervisor
Jeanette Baldwin	BIM/CADD Technician

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EXHIBIT L
TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, **«Company»** hereby certifies that wage rates and other factual unit costs supporting the compensation for the construction management services of CONSTRUCTION CONTRACTOR to be provided under this Agreement, concerning **«Project»** are accurate, complete, and current as of the time of contracting.

CONSTRUCTION CONTRACTOR:

O-A-K/FLORIDA, INC. d/b/a
OWEN-AMES-KIMBALL COMPANY

By: _____

Print Name: MATTHEW ZWACK

Title: PRESIDENT

Date: 5-3-22

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CAO

EXHIBIT M
FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ Date: _____, 20_____.

Contractor: _____

The following items have been secured by the _____
for the Project known as _____
_____
and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Date of Substantial Completion: _____.
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____

YES	NO		
_____	_____	1.	All Punch List items completed on _____
_____	_____	2.	Warranties and Guarantees assigned to Owner (attach to this form).
		3.	Effective date of General one year warranty from Contractor is: _____
_____	_____	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
_____	_____	5.	As-Built drawings obtained and dated: _____
_____	_____	6.	Owner personnel trained on system and equipment operation.
_____	_____	7.	Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
_____	_____	8.	Certificate of Substantial Completion issued on _____
_____	_____	9.	Final Payment Application and Affidavits received from Contractor on: _____
_____	_____	10.	Consent of Surety received on _____
_____	_____	11.	Operating Department personnel notified Project is in operating phase.
_____	_____	12.	All Spare Parts or Special Tools provided to Owner: _____ _____
_____	_____	13.	Finished Floor Elevation Certificate provided to Owner: _____ _____
_____	_____	14.	Other: _____ _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.

[*Signature page(s) to immediately follow.*]

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Acknowledgments:

By Contractor: _____ (Company Name)
_____ (Signature)
_____ (Typed Name & Title)

By Design Professional: _____ (Firm Name)
_____ (Signature)
_____ (Typed Name & Title)

By Owner: _____ (Department Name)
_____ (Signature)
_____ (Name & Title)

16C4

EXHIBIT N
SCOPE OF WORK

Task 1 - Design Phase Activities

OBJECTIVE

The objective shall be to assist the Owner and the design consultant in the timely delivery and successful completion of design and design related services necessary to initiate construction of all elements associated with the CMAR 21-7883-ST Main Campus Upgrade Project. The overriding objective of the CMAR is to assist the Owner and the design consultant in keeping this project on schedule, under budget and fully coordinated with all parties.

DESCRIPTION

The scope of this project is to provide the Owner preconstruction reviews, constructability analyses, cost estimating, general condition/construction contract management and construction management services (referred to in the basic agreement as Construction Manager At Risk) for the planned construction of the CMAR 21-7883-ST Main Campus Upgrade Project.

During the design phase, the CMAR will lend its construction expertise to the Project Team potentially comprised of the Owner retained Architect/Engineer (A/E) and its subconsultants, as well as Owner staff. The goal of the CMAR is to work jointly with the design consultant to present to the Owner project estimates at various stages of the project that achieve the best product for the available project funds and is completed within Owner time guidelines.

The CMAR will provide estimating, constructability review, construction activity planning, scheduling, complete project pricing services, provide for the necessary construction management and related services;

The CMAR may cross-utilize funds from the various tasks assigned to accomplish the overall purpose and goal of this Agreement provided CMAR has obtained prior written approval from the Owner. The Owner shall review the need for such request and the impact on other assigned tasks. In doing so, the Owner retains the right to add, delete or modify any task outlined in the Scope of Services.

BASIC SERVICES

The CMAR will provide the services necessary to accomplish the Objective and Description outlined above. These services will include, but not be limited to:

a. Facilitate design meetings as needed. Document and provide meeting minutes.
b. Review and provide comments on project scope, disclosed information about existing conditions at the project location, initial permitting assessment, design approach and design scope of services, Total Project Budget and Master Schedule information.

c. Attend all Owner Board and Committee meetings in which items of business pertinent to the project are presented. Address or provide presentations to the BCC when necessary.
d. Prepare quantity-takeoff-based estimates of probable construction cost. As a minimum, these estimates shall include an estimate of general conditions costs, expected trade-by-trade costs, CMR fees for construction phase services, and any other project contingencies.
e. Lead constructability efforts with the Project Team as needed to affect both adherence to budgetary requirements as may be possible and to investigate improvements in project program through design modifications.
f. Review all design documents for the purpose of supplementing the design team primary responsibility for compliance with applicable laws, rules, codes, design standards, and ordinances. Utilize expertise to identify code issues within the documents.
g. Provide recommendations of the timing of the release of the drawings and specifications taking into consideration such factors as time of performance, availability of labor, as well as Owner's occupancy requirements, etc. Recommend when applicable any necessary fast-track approaches or early award packages for certain bid elements.

Deliverables:

1. Provide constructability reviews at the 30%, 60%, 90% and 100% design phase.
2. Provide probable construction cost estimates at the 30%, 60%, 90% and 100% design phase.
3. Provide value engineering review at the 30%, 60%, 90%, and 100% design phase.

Task 2 - Bid Management Activities:

OBJECTIVE

The objective shall be to assist the Owner in receiving and reviewing Bids for the work necessary to complete construction of all elements associated with the CMAR 21-7883-ST Main Campus Upgrade Project.

DESCRIPTION

The scope of this project is to provide the Owner outsourced procurement, general condition/construction contract management and construction management services (referred to in the basic agreement as Construction Manager At Risk) for the planned construction of the CMAR 21-7883-ST Main Campus Upgrade Project.

During the bidder solicitation phase activities, the CMAR will lend its construction expertise to the Project Team potentially comprised of the Owner retained Architect/Engineer (A/E) and its subconsultants, as well as Owner staff.

The CMAR may cross-utilize funds from the various tasks assigned to accomplish the overall purpose and goal of this Agreement provided CMAR has obtained prior written approval from the Owner. The Owner shall review the need for such request and the impact on other assigned tasks. In doing so, the Owner retains the rights to add, delete or modify any task outlined in the Scope of Services.

CAO

BASIC SERVICES

a. The CMAR shall conduct all bid Management Activities in conformance with the Agreement.
b. In accordance with the submitted bid phase activities receive bids for trade packages.
c. During the course of bid phase activities, receive all addenda from the A/E and forward to applicable bidders.
d. Subsequent to receipt of subtrade bids, review all bids received and prepare a tabulation of all subtrade bids received.
e. Meet with the Project Team to review bids received and finalize trade contractor selections. The Project Team will evaluate and analyze the bids in which any areas of discrepancy will be addressed with the particular subcontractor bidder prior to final selection.
f. The CMAR will award to the low subtrade bid unless otherwise authorized by the Owner in writing. If requesting to award to other than the lowest subtrade bid, a written justification and request must be provided to the Owner.
g. Based on trade bids received, the CMAR will provide a Project Final Price proposal that addresses both cost and time or performance. The Project Final Price will include the sum of all subtrade construction work and the negotiated services necessary to successfully construct the project.

Task 3- Fee Summary:

The fee for pre-construction services is a lump sum amount distributed as follows:

Task 1 – Design Phase Activities	$51,820.00
Task 2 – Bid Management Activities	$18,775.00
Task 3 Total Lump Sum Amount	**$70,595.00**

Included within the professional services fee is the cost of all travel within 60 miles of Collier County, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

EXCLUSIONS:

Not included in this scope of work is construction related activities.
Not included in this scope of work is any design or engineering related activities.
Not included in this scope of work is any subconsultant work (i.e., survey / utility locates, soil testing, etc.)

EXHIBIT O
SCHEDULE OF VALUES

CAO

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Client#: 164731 OWENAME1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patti Zuk	
EPIC Insurance Midwest 250 Monroe Ave NW, Suite 415 Grand Rapids, MI 49503	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS: patti.zuk@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURED O-A-K/Florida, Inc.. 11941 Fairway Lakes Dr. Fort Myers, FL 33913	INSURER B : Allied World National Assurance Company	10690
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Arch Specialty Insurance Company	21199
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		GL3118752	09/01/2021	09/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		CA2446812	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			03119130	09/01/2021	09/01/2022	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W013326633	09/01/2021	09/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional & Pollution Liab			CPP00344101012	09/01/2021	09/01/2022	$3,000,000 Per Occ/Agg $50,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 21-7883-ST CMAR for Main Campus Upgrades, Collier County Board of County Commissioners is named as additional insured for the general liability and auto liability on a primary and non-contributory basis as required by written contract. A 30-day notice of cancellation will be provided.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Trail E.
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J. Hop

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FIRST AMENDMENT TO AGREEMENT #21-7883-ST

FOR

MAIN CAMPUS UPGRADES (MCU)

THIS FIRST AMENDMENT, made and entered into on this 9 day of January 2024, by and between **O-A-K/Florida, Inc. d/b/a Owen-Ames-Kimball Company** (the "Construction Manager") and **Collier County**, a political subdivision of the State of Florida, (the "Owner") (collectively, the "Parties"):

WHEREAS, on May 10, 2022 (Agenda Item No. 16.C.4), the County entered into Construction Manager At Risk (CMAR) Agreement No. #21-7883-ST, "Main Campus Upgrades (MCU)" (the "Agreement"), with the Construction Manager to provide CMAR services to manage and coordinate the construction of the Main Campus Upgrades, which include the surtax approved New Chiller Plant Building K and the Underground Chilled Water Mains; and

WHEREAS, the preconstruction services in the amount of $70,595, and a fee of five percent (5%) of the then yet to be determined Guaranteed Maximum Price (GMP) proposal for construction services were approved under the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to include Construction Phase scope and associated attachments, and provide for a total Guaranteed Maximum Price to be paid to Construction Contractor in the amount of Seventeen Million Six Hundred Forty-Eight Thousand Six Hundred and Eighty-Nine Dollars and Ninety-Seven Cents ($17,648,689.97), and to establish the Contract Time for the Work; and

WHEREAS, pursuant to Section 6. Bonds, within ten (10) business days after the GMP is agreed to by Owner and Construction Contractor, the Construction Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed in Exhibits C and D of the Agreement in the amount of 100% of the total sum of the GMP; and

WHEREAS, further the County wishes to update the County Notices detail, include insurance requirements for the Construction Phase, and Construction Manager's Staffing Schedule details.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

1. The above recitals are hereby incorporated into this First Amendment as if fully set forth herein.

2. Section 9. Notices of the Agreement for all notices required or made pursuant to this Contract by Construction Manager to Owner is hereby updated as follows:

   Collier County, 3335 Tamiami Trail, East, Naples, Florida 34112
   Attention: Tim Rygiel, Project Manager II

Email and Phone: Timothy.Rygiel@colliercountyfl.gov / (239) 252-8380

3. Exhibit E-2 Construction Phase Insurance Requirements for the Construction Phase is hereby attached hereto this First Amendment.

4. Exhibit J Construction Manager's Staffing Schedule is hereby attached hereto this First Amendment.

5. Exhibit K, the GMP Amendment Attachment is hereby attached to this First Amendment.

6. All other terms and conditions of the Agreement shall remain the same.

Signature page to follow

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first written above by an authorized person or agent.

ATTEST:
Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: 1-16-24

(SEAL)

Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

Chris Hall, Chairman

Construction Contractor's Witnesses:

_____
First Witness

J Ryan Propp
↑Type/print witness name↑

_____
Second Witness

Abel Nodali
↑Type/print witness name↑

CONSTRUCTION CONTRACTOR:
O-A-K/Florida, Inc.
d/b/a Owen-Ames-Kimball Company

By: _____
Signature

MATTHEW ZWACK President
↑Type/print signature and title↑

12-4-23
Date

Approved as to Form and Legality:

_____
~~Scott R. Teach, Deputy~~ County Attorney

_____
Print Name

SR1
CAO

EXHIBIT E-2
CONSTRUCTION PHASE
INSURANCE REQUIREMENTS

(1) During the term of the Contract, the Construction Manager shall provide, pay for, and maintain, with companies satisfactory to the Owner, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on an ACORD or equivalent form. The Certificates must be signed by an authorized representative of the insurance company/companies shown on the certificates with proof that he/she is an authorized representative thereof. In addition, copies of all insurance policies required shall be provided to the Owner, on a timely basis, if requested by the Owner. These certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail, facsimile or e-mail shall be given the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage. Construction Manager also shall notify Owner, in a like manner, within forty-eight (48) hours after receipt by the Construction Manager of the respective notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Construction Manager from its insurer, and nothing contained herein shall relieve Construction Manager of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy, the Construction Manager shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

(2) All insurance policies required by the Contract shall include the following provisions and conditions by endorsement to the policies:

(a) The term "Board of County Commissioners of Collier County, Florida" shall include Collier County, Florida, a political subdivision of the State of Florida and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of Collier County, Florida.

(b) All insurance policies provided by Construction Manager to meet the requirements of this Agreement shall name the Board of County Commissioners of Collier County, Florida, as that name is defined in (2)(a) above, as an additional insured as to the operations of the Construction Manager under the Contract and shall contain a severability of interests provision.

(c) Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles, which all are at the sole responsibility and risk of Construction Manager.

(d) All insurance coverage of the Construction Manager shall be primary to any insurance or self-insurance program carried by the Owner applicable to the Project, and the "Other Insurance" provisions of any policies obtained by Construction Manager shall not apply to any insurance or self-insurance program carried by Owner applicable to the Project.

(3) The acceptance by the Owner of any Certificate of Insurance for the Project evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract.

(4) No work shall commence at the Project site unless and until the required Certificates of Insurance are received and the written Notice to Proceed is issued to the Construction Manager by the Owner.

(5) Before starting and until acceptance of the work by Owner, Construction Manager shall procure and maintain insurance of the types and to the limits specified below. Construction Manager shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits specified below, unless such insurance requirement for the subcontractor is expressly waived in writing by the Owner.

	INSURANCE TYPE	REQUIRED LIMITS
1.	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Government Statutory Limits and Requirements. Policy must include Employers' Liability with a limit of $1,000,000 each accident.
2.	Commercial General	Bodily Injury & Property Damage Liability Patterned after the current I.S.O. Occurrence Form. $2,000,000 Single Limit Per Occurrence; $3,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
3.	Automobile Liability	$1,000,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
4.	Other Insurance as indicated below:	
	a) Professional Liability	$1,000,000, if required by the Contract Documents
	b) Pollution Insurance	$2,000,000, if required by the Contract Documents

CAO

c) Umbrella Coverage $5,000,000, per occurrence

5. The Owner must purchase and maintain Builder's Risk property insurance for the duration of the construction project. The cost of this insurance shall be included in the GMP proposal.

6. Construction Manager shall be solely responsible to parties with whom it shall deal in carrying out the terms of the Contract and shall indemnify and hold the Owner harmless against all claims arising from the negligent acts, errors or omissions of consultant by third parties. Construction Manager shall carry professional liability insurance in an amount not less than $1,000,000, but only if the Contract Documents and Project require the Construction Manager to provide professional architectural, design or engineering services to Owner.

7. Construction Manager shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. Construction Manager shall provide Owner with certificates of insurance meeting the required insurance provisions.

8. Owner must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for all policies other than Workers' Compensation and/or Professional Liability using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to Owner.

9. The Collier County Board of County Commissioners shall be named as the Certificate Holder.

NOTE--The "Certificate Holder" should read as follows:
Collier County
Board of County Commissioners
Naples, Florida

10. No County Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

11. Thirty (30) Days Cancellation Notice is required.

12. The Certificate must state the Project Number/Solicitation Number and Title of the Project.

13. Owner's Insurance: No additional insurance provided.

(6) If any insurance provided pursuant to the Contract expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the Owner, copies of the renewal policies, shall be furnished to Owner thirty (30) days prior to the date of expiration.

(7) Should at any time the Construction Manager not maintain the insurance coverage required in the Contract, the Owner may cancel the Contract or at its sole discretion shall be authorized to purchase such coverage and charge the Construction Manager for such coverage purchased. If Construction Manager fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due Construction Manager under the Contract. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of the Owner to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under the Contract.

(8) Construction Manager shall submit within twenty-four (24) hours to Owner and Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Construction Manager under the Contract Documents.

(9) The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy except deductibles as agreed to by the Owner in obtaining Builder's Risk Property Insurance. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or subcontractor providing such insurance.

CAO

EXHIBIT J
CONSTRUCTION CONTRACTOR'S STAFFING SCHEDULE

I. Construction Phase Services:

Name	Title/Position	Company Affiliation	%Assigned to Project	Hourly Rate
Matthew Zwack	Project Executive	OAK – CM/GC	10	$225
Ellen Bisogno	Sr. Project Manager	OAK – CM/GC	15	$140
Brian Filipek	Project Manager	OAK – CM/GC	65	$110
Ryan Propp	Director of Field Operations / General Superintendent	OAK – CM/GC	15	$130
Shawn Brink	Superintendent	OAK – CM/GC	100	$110
Sesar Lorenzo-Valle	Assistant Superintendent	OAK – CM/GC	25	$75
Lee Hamill	Project Engineer	OAK – CM/GC	70	$75
McKenzie Woods	Accounting	OAK – CM/GC	10	$45
Alesha Watchowski	Director of Operations	OAK – CM/GC	15	$130

EXHIBIT K
GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION CONTRACTOR

GMP ATTACHMENT TO AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION CONTRACTOR FOR THE MAIN CAMPUS UPGRADES (MCU) NEW CHILLER PLANT BUILIDNG K, UNDERGROUND CHILLED WATER MAINS, JAIL GENERATOR AND PLATFORM PROJECT

AGREEMENT NO. 21-7883-ST

Pursuant to Sections 4B and 7A of the Agreement, dated May 10, 2022, between The Board of County Commissioners of Collier County, Florida ("Owner") and **O-A-K Florida, Inc. d/b/a Owen-Ames-Kimball Company** ("Construction Contractor"), with respect to the construction of the Owner's Main Campus Upgrades (MCU) New Chiller Plant Building K, Underground Chilled Water Mains, Jail Generator and Platform ("Project"), the Owner and Construction Contractor hereby agree to amend and modify the Agreement by this Amendment and establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

ARTICLE 1

SCOPE OF WORK

The scope of the work consists of the renovation of the existing central energy plant located in Building K, addition of a new chilled water pump room, renovation of the existing ice farm enclosure for the installation of two new Collier County supplied generators, construction of a Thermal Energy Storage tank, new underground chilled water piping from the new pump room and Thermal Energy Storage tank, all associated demolition and site work in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through 9 below, which are hereby incorporated into and made a part of the Amendment by this reference:

Attachment No.	Description	Pages	Date
1.	List of Drawings, Specifications, and Addendums	2 through 13	10-26
2.	Schedule of Values	14 through 17	10-26
3.	Itemized General Condition Expenses	18 through 19	10-26
4.	List of Alternates	20	10-26
5.	Assumptions and Clarifications	21	10-26
6.	Completion Schedule	22 through 24	10-26
7.	List of Subcontractors and Major Suppliers	25	10-26
8.	Allowance	26	10-26
9.	Key Personnel	27	10-26

ARTICLE 2
GUARANTEED MAXIMUM PRICE

2.1 Construction Contractor's Guaranteed Maximum Price ("GMP") for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement and Construction Contractor's Fee as defined in Section 4 of the Agreement, is seventeen million, six hundred forty-eight thousand, six hundred eighty-nine dollars and ninety-seven cents ($17,648,689.97).

2.2 Omitted.

2.3 The Construction Contractor's Fee for the entire Work anticipated on this Project is hereby established as a lump sum amount of **eight hundred forty thousand, four hundred thirteen dollars and eighty-one cents ($840,413.81)**, said lump sum amount is included within the above noted GMP.

2.4 The General Condition expenses for the entire Work anticipated on this Project are hereby established as a lump sum amount of **one million, one hundred fifty-eight thousand, eight hundred dollars ($1,158,800.00)**, said lump sum amount is included within the above noted GMP. The items included as General Condition expenses are listed in the List of Itemized General Conditions attached hereto and incorporated herein as Attachment No.3. Except as said lump sum amount for General Condition expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Contractor acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above noted lump sum amount and Construction Contractor agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above lump sum amount.

2.5 Monthly installment payment of the Construction Contractor's Fee and the General Condition expenses shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.6 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in paragraph 2.4 above, the parties have agreed to establish a contingency within the GMP in an amount not-to-exceed amount of **four hundred eighty-one thousand, two hundred fifty-nine dollars and two cents ($481,259.02)**. Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the construction documents. Construction Contractor shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining Owner's express written authorization to proceed. The Construction Contractor acknowledges and agrees that any work which is to be charged against the contingency allowance that does not receive such prior written approval from the Owner shall be deemed to be part of Construction Contractor's basic Work compensated within the GMP and not chargeable against the Owner's Contingency Allowance. The Owner reserves the right, at its sole discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditures become part of the Contract Documents and are incorporated by reference herein. Unused contingency remaining at the end of the job will be credited from the guaranteed maximum price. Construction Contractor has no entitlement to any portion of any unused contingency.

2.7 The parties have agreed to establish an allowance within the GMP for subsurface investigation and stucco general labor, as reflected on the schedule of values, in the amount of **eighty-two thousand five hundred dollars ($82,500)**. Construction Contractor shall not proceed with any portion of the Work associated with the aforesaid allowance ("Allowance Work") without first obtaining Owner's express written authorization to proceed with the said Allowance Work. Allowance Amounts are reflected in Attachment 8.

2.8 Omitted

2.9 Construction Contractor recognizes that this Contract includes work for trench excavation in excess of five feet deep. Construction Contractor acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Construction Contractor certifies that the required trench safety standards will be in effect during the period of construction of the Project and Construction Contractor agrees to comply with all such required trench safety standards.

2.9.1 The amount of **seven hundred fifty dollars ($750)** has been separately identified for the cost of compliance with the required trench safety standards; said amount is included within the GMP.

ARTICLE 3

CONTRACT TIME

3.1 The Construction Phase Commencement Date for the Work will begin upon issuance of a Notice to Proceed (NTP). The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is **four hundred twenty-five (425) days** ("Contract Time").

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Contractor's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement in the amount of **seven thousand four hundred seventy-five dollars ($7,475)** shall be assessed from Construction Contractor for each calendar day Construction Contractor fails to achieve Substantial Completion for the Designated Work within the Contract Time.

ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Construction Contractor agree that the terms of this Amendment shall prevail and control.

COLLIER COUNTY NEW CHILLER PLANT BUILDING K-1
GMP ASSEMBLY
PREPARED BY:

Owen Ames Kimball
Building Since 1891

Collier County

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Owen Ames Kimball
Building Since 1891
Owen-Ames-Kimball Co.

Printed on Wed Oct 18, 2023 at 04:27 pm EDT

Collier County - New Chiller Plant Building K-1
3327 Tamiami Trail E
Naples, Florida 34112

Current Drawings

ATTACHMENT 1 - LIST OF DRAWINGS, SPECIFICATIONS, ADDENDUMS

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G001	GENERAL - SHEET INDEX	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
Civil					
C001	COVER SHEET	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C002	INDEX TO SHEETS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C003	GENERAL NOTES	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C101	ZONING AND DATA PLAN	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C102	EXISTING CONDITIONS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C103	DEMOLITION PLAN	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C104	SITE PLAN	1	09/12/2023	09/22/2023	Pre-Bid RFIs Misc. Plan Revisions (09/12/23)
C105	GRADING AND DRAINAGE PLAN	1	09/12/2023	09/22/2023	Pre-Bid RFIs Misc. Plan Revisions (09/12/23)
C106	UTILITY PLAN	1	09/12/2023	09/22/2023	Pre-Bid RFIs Misc. Plan Revisions (09/12/23)
C501	DRAINAGE DETAILS A	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C502	DRAINAGE DETAILS B	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C503	DRAINAGE DETAILS C	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C504	PAVING DETAILS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C505	GENERAL UTILITY DETAILS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C506	WATER DETAILS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C507	SANITARY SEWER DETAILS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
C701	EROSION CONTROL PLAN AND DETAILS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
Landscape					
L0000	COVERSHEET	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/

Owen Ames Kimball
Building Since 1891
Owen-Ames-Kimball Co.

Printed on Wed Oct 18, 2023 at 04:27 pm EDT

Collier County - New Chiller Plant Building K-1
3327 Tamiami Trail E
Naples, Florida 34112

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					12/23)
L0001	DRAWING SUBMITTAL LOG & SHEET INDEX	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
L0002	GENERAL LANDSCAPE, SITE, AND CONSTRUCTION SPECIFICATIONS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
L0003	GENERAL LANDSCAPE, SITE, AND CONSTRUCTION SPECIFICATIONS	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
L0004	GENERAL LANDSCAPE, SITE, AND CONSTRUCTION SPECIFICATIONS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
LP101	PLANTING PLAN PLANTING SCHEDULE AND LDC TABULATIONS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
LP501	PLANTING DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
LP502	PLANTING DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
Architectural					
A000	CODE SUMMARY, INDEX, WALL TYPES	3	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
A001	GENERAL NOTES, SYMBOLS AND ABREVIATIONS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A002	OVERALL FIRST FLOOR LIFE SAFETY PLAN	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A003	PHASING PLAN	2	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
AS101	ARCHITECTURAL SITE PLAN	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
AS102	SITE DETAILS	3	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
AD101	OVERALL FISRT FLOOR DEMOLITION PLAN	3	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
A101	OVERALL FIRST FLOOR PLAN	3	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
A131	OVERALL FIRST FLOOR REFLECTED CEILING PLAN	3	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
A151	OVERALL ROOF PLAN	3	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
A201	BUILDING ELEVATIONS	3	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
A202	BUILDING ELEVATIONS AND SECTIONS - GENERATOR ENCLOSURE	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A301	BUILDING SECTION	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A310	WALL SECTIONS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A311	WALL SECTIONS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A312	WALL SECTIONS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A313	WALL SECTIONS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A401	ENLARGED PLAN	3	09/12/2023	09/22/2023	RG Addendum #2 (09/12/23)
A501	PLAN DETAILS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A521	ROOF DETAILS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A522	ROOF DETAILS	1	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A551	METAL PANEL DETAILS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A601	DOOR SCHEDULE, DOOR AND FRAME TYPES	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
A611	STOREFRONT SCHEDULE AND TYPES	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)

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Naples, Florida 34112

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A901	3D PERSPECTIVE VIEWS AND RENDERINGS	2	09/12/2023	09/22/2023	RG Addendum #1 (09/12/23)
Structural					
S001	STRUCTURAL NOTES	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S002	STRUCTURAL NOTES	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S003	ABREVIATIONS & WIND PRESSURES	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S101A	EXISTING FOUNDATION & GROUND FLOOR DEMO PLAN - AREA A	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S101B	EXISTING FOUNDATION & GROUND FLOOR DEMO PLAN - AREA B	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S102	EXISTING ROOF FRAMING DEMOLITION PLAN - AREA A	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S103A	FOUNDATION PLAN - AREA A	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S103B	FOUNDATION PLAN - AREA B	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S104A	GROUND FLOOR SLAB PLAN - AREA A	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S104B	GROUND FLOOR SLAB PLAN - AREA B	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S105A	ROOF FRAMING PLAN - AREA A	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S105B	ROOF FRAMING PLAN - AREA B	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S201	SCHEDULES AND DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S301	FOUNDATION SECTIONS & DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S302	SLAB ON GRADE SECTIONS & DETAIL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S303	MASONRY (CMU) SECTIONS & DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S304	HOLLOW CORE / STEEL ROOF SECTIONS & DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S305	ROOF SECTIONS & DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
S306	GENERATOR ENCLOSURE SECTIONS & DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
Plumbing					
P001	GENERAL NOTES, LEGENDS AND DETAILS - PLUMBING	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
PD101	OVERALL DEMOLITION SANITARY/WATER PLAN	0	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/

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Naples, Florida 34112

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					12/23)
P011	OVERALL RENOVATION SITE SANITARY/WATER PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
P101	OVERALL RENOVATION SANITARY/WATER PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
P102	ENLARGED RENOVATION PLAN - GENERATOR YARD- PRESSURE	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
P501	RISER DIAGRAM	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
Mechanical					
M001	ABBREVATIONS, GENERAL LEGEND AND NOTES	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
MD011	DEMOLITION SITE PLAN - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
MD101	OVERALL CEP - DEMOLITION - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
MD102	OVERALL - DEMOLITION - ROOF PLAN - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M011	RENOVATION SITE PLAN - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M101	OVERALL CEP - RENOVATION - MECHANICAL PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M102	OVERALL - RENOVATION - ROOF PLAN - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M201	ENLARGED CEP - RENOVATION - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M202	ENLARGED SECTION VIEWS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M501	CONTROLS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M502	CONTROLS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M503	CONTROLS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M504	CONTROLS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M505	CONTROLS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M506	CONTROLS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M507	CONTROLS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M508	CONTROLS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M601	SCHEDULES - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M602	SCHEDULES - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M901	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M902	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M903	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M904	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M905	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M906	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M907	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M908	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M909	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M910	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M911	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M912	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M913	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M914	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M915	DETAILS - THERMAL STORAGE TANK	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M916	DETAILS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M917	DETAILS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M918	DETAILS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
M919	DETAILS - MECHANICAL	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
Electrical					
E001	GENERAL NOTES, FIXTURE SCHEDULE, & SHEET INDEX	2	09/12/2023	09/22/2023	Matern Addendum #2 Revisions (09/12/23)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E002	SYMBOL LEGEND	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E003	SYMBOL LEGEND	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
ED041	SITE PLAN - DEMOLITION - LIGHTING	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
ED101	CEP & TANK FARM - DEMOLITION - POWER PLAN	2	09/12/2023	09/22/2023	Matern Addendum #2 Revisions (09/12/23)
ED102	DEMOLITION ROOF PLAN - CEP - POWER PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
ED301	OVERALL CEP - DEMOLITION - SYSTEMS PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
ED401	CEP & TANK FARM- DEMOLITION - LIGHTING PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E011	SITE PLAN - POWER & SYSTEMS	2	09/12/2023	09/22/2023	Matern Addendum #2 Revisions (09/12/23)
E041	SITE PLAN - LIGHTING	2	09/12/2023	09/22/2023	Matern Addendum #2 Revisions (09/12/23)
E042	SITE PLAN - LIGHTING - PHOTOMETRICS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E101	CEP & GENERATOR YARD - RENOVATION - POWER PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E102	RENOVATION ROOF PLAN - CEP - POWER PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E301	OVERALL CEP - RENOVATION - SYSTEMS PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E401	CEP & GENERATOR YARD - RENOVATION - LIGHTING PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E402	CEP ROOF & WATER TANK - RENOVATION - LIGHTING PLAN	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E501	ELECTRICAL RISER DIAGRAMS	2	09/12/2023	09/22/2023	Matern Addendum #2 Revisions (09/12/23)
E502	ONE LINE DIAGRAM	2	09/12/2023	09/22/2023	Matern Addendum #2 Revisions (09/12/23)
E601	PANEL SCHEDULES	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E701	MECHANICAL FEEDER SCHEDULE	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E901	DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E902	DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E903	DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E904	DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					12/23)
E905	DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E906	DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E907	DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)
E908	DETAILS	1	07/12/2023	07/18/2023	100% CD - S&S Conformed Set (07/12/23)

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Naples, Florida 34112

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000000	Cover Sheet	0	07/18/23	07/19/23	100 % Specifications 06.09.23
00 01 07	List of Professionals	0	07/18/23	07/19/23	100 % Specifications 06.09.23
00 72 00	General Conditions	0	07/18/23	07/19/23	100 % Specifications 06.09.23
000110	Table of Contents	1	09/20/22	09/20/23	RFI 16 Revised Specifications
01 - General Requirements					
01 00 00	Supplementary Technical Specifications	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 01 00	Summary of work	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 04 00	Project Coordination	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 04 50	Cutting and Patching	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 05 00	Permits, Licenses, and Fees	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 09 00	Definitions and Standards	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 25 00	Substitution Procedures	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 30 00	Administrative Requirements	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 31 00	Schedule, Reports, Payments	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 34 00	Shop Drawings, Product Data and Samples	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 40 00	Quality Control Services	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 50 00	Temporary Facilities	1	09/20/22	09/20/23	RFI 16 Revised Specifications
01 60 00	Material and Equipment	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 63 10	Products and Substitutions	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 67 00	Demonstration and Training	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 70 00	Project Closeout	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 71 10	Cleaning	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 74 19	Construction Waste Management and Disposal	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 77 00	Contract Close-out	0	07/18/23	07/19/23	100 % Specifications 06.09.23
01 78 23	Operation and Maintenance Data	0	07/18/23	07/19/23	100 % Specifications 06.09.23
02 - Existing Conditions					
02 41 00	Demolitions	0	07/18/23	07/19/23	100 % Specifications 06.09.23
02 41 19	Structural Cutting and Patching	0	07/18/23	07/19/23	100 % Specifications 06.09.23
03 - Concrete					
03 05 16	Underslab Vapor Barrier	0	07/18/23	07/19/23	100 % Specifications 06.09.23
03 10 00	Concrete Forming and Accessories	1	09/20/22	09/20/23	RFI 16 Revised Specifications
03 20 00	Concrete Reinforcing	1	09/20/22	09/20/23	RFI 16 Revised Specifications

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Number	Description	Revision	Issued Date	Received Date	Set
03 30 00	Cast-in-Place Concrete	1	09/20/22	09/20/23	RFI 16 Revised Specifications
03 41 13	Precast Concrete Hollow Core Planks	1	09/20/22	09/20/23	RFI 16 Revised Specifications
03 45 00	Precast Architectural Concrete	0	07/18/23	07/19/23	100 % Specifications 06.09.23
04 - Masonry					
04 20 00	Unit Masonry	1	09/20/22	09/20/23	RFI 16 Revised Specifications
05 - Metals					
05 12 00	Structural Steel	1	09/20/22	09/20/23	RFI 16 Revised Specifications
05 40 00	Cold-Formed Metal Framing	0	07/18/23	07/19/23	100 % Specifications 06.09.23
05 50 00	Metal Fabrications	0	07/18/23	07/19/23	100 % Specifications 06.09.23
05 52 13	Pipe and Tube Railings	0	07/18/23	07/19/23	100 % Specifications 06.09.23
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 - Thermal and Moisture Protection					
07 01 50	Preparation for Reroofing	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 11 13	Bituminous Dampproofing	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 21 19	Foamed -In-Place Insulation	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 25 00	Weather Barriers	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 32 00	Fully-Adhered Kee Single-Ply Roof System	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 42 13	Metal Wall Panels	0			Addendum #1 RG
07 62 00	Sheet Metal Flashing and Trim	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 71 00	Roof Specialties	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 72 00	Roof Accessories	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 92 00	Joint Sealants	0	07/18/23	07/19/23	100 % Specifications 06.09.23
07 95 13	Expansion Joint Cover Assemblies	0	07/18/23	07/19/23	100 % Specifications 06.09.23
08 - Openings					
08 11 13	Hollow Metal Doors and Frames	0	07/18/23	07/19/23	100 % Specifications 06.09.23
08 31 00	Access Doors and Panels	0	07/18/23	07/19/23	100 % Specifications 06.09.23
08 39 60	Flood Control Gates	0	09/12/23	09/22/23	Addendum #2
08 41 26	All-Glass Entrances and Storefronts	0	07/18/23	07/19/23	100 % Specifications 06.09.23
08 51 13	Aluminum Windows	0	07/18/23	07/19/23	100 % Specifications 06.09.23
08 71 00	Finish Hardware	0	07/18/23	07/19/23	100 % Specifications 06.09.23
08 80 00	Glazing	0	07/18/23	07/19/23	100 % Specifications 06.09.23
08 91 00	Louvers	0	07/18/23	07/19/23	100 % Specifications 06.09.23
09 - Finishes					
09 24 00	Cement Plastering	0	07/18/23	07/19/23	100 % Specifications 06.09.23
09 91 13	Exterior Painting	0	07/18/23	07/19/23	100 % Specifications 06.09.23
09 91 23	Interior Painting	0	07/18/23	07/19/23	100 % Specifications 06.09.23

Owen Ames Kimball
Building Since 1891
Owen-Ames-Kimball Co.

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Collier County - New Chiller Plant Building K-1
3327 Tamiami Trail E
Naples, Florida 34112

Number	Description	Revision	Issued Date	Received Date	Set
10 - Specialties					
10 71 13	Exterior Sun Control Devices	0	09/12/23	09/22/23	Addendum #2
22 - Plumbing					
22 00 13	Plumbing Systems	0	09/20/22	09/20/23	RFI 16 Revised Specifications
22 05 10	Basic Materials and Methods for Plumbing System	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 05 19	Meters and Gauges for Plumbing Piping	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 05 23	General-Duty Valves For Plumbing Piping	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 05 53	Identification for Plumbing Piping and Equipment	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 05 76	Facility Drainage Piping Cleanouts	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 05 77	Facility Plumbing Drains and Accessories	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 07 00	Plumbing Insulation	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 11 16	Domestic Water Piping	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 11 17	Disinfection of Domestic Water Lines	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 13 16	Sanitary Drain, Waste and Vent Piping	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 14 13	Facility Storm Drainage Piping	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 33 00	Electric Domestic Water Heaters and Accessories	0	07/18/23	07/19/23	100 % Specifications 06.09.23
22 42 00	Plumbing Fixtures and Trim	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 05 00	Common Work Results for HVAC Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 05	Selective Demolition for HVAC	1	09/20/22	09/20/23	RFI 16 Revised Specifications
23 05 10	Basic Materials and Methods for HVAC Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 13	Common Motor Requirements for HVAC Equipment	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 17	Adjustable Frequency Drives	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 18	Control Wiring	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 19	Meters, Gages and Accessories for HVAC Piping	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 23	General-Duty Valves for HVAC Piping	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 29	Hangers and Supports for HVAC Piping and Equipment	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 53	Identification for HVAC Piping and Equipment	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 80	Air Control and Accessories	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 05 93	Testing, Adjusting and Balancing for HVAC	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 07 00	HVAC Insulation	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 08 00	Commissioning of HVAC Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 09 23	Instrumentation and Control Devices for HVAC	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 09 93	Sequence of Operation	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 21 13	Hydronic Piping	0	07/18/23	07/19/23	100 % Specifications 06.09.23

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Naples, Florida 34112

Number	Description	Revision	Issued Date	Received Date	Set
23 21 23	Hydronic Pumps	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 25 00	HVAC Water Treatment	1	09/12/23	09/22/23	Addendum #2
23 37 13	Diffusers, Registers and Grilles	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 41 00	Particulate Air Filtration	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 57 00	Heat Exchanges for HVAC	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 64 28	Air Cooled Rotary Screw Chillers	0	07/18/23	07/19/23	100 % Specifications 06.09.23
23 73 00	Packaged Air Handling Units	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 - Electrical					
26 05 00	Common Work Results for Electrical	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 07	Submittals	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 08	Substitutions	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 09	Reference Standards and Regulatory Requirements	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 19	Building Wire and Cable	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 23	Power System Study with Arc Flash Analysis	0	09/20/22	09/20/23	RFI 16 Revised Specifications
26 05 26	Grounding and Bonding	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 29	Hangers and Supports	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 33	Conduit	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 34	Outlet Boxes	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 35	Pull and Junction Boxes	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 38	Floor Boxes	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 05 53	Identification for Electrical Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 23 13	Paralleling Low Voltage Switchgear	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 24 13	Distribution Switchboards	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 24 16	Panelboards	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 24 17	Distribution Panelboards	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 25 00	Busway Low Voltage	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 27 16	Cabinets and Enclosures	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 27 26	Wiring Devices	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 28 19	Enclosed Disconnect Switches	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 32 13	Exterior Diesel Emergency Generator with Subbase Fuel Tank	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 36 23	Automatic Transfer Switch	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 41 13	Lightning Protection System	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 43 00	Surge Protective Devices	0	07/18/23	07/19/23	100 % Specifications 06.09.23
26 52 13	Emergency Lighting Equipment	0	07/18/23	07/19/23	100 % Specifications 06.09.23
27 - Communications					
27 05 00	Common Work Results for Communications Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
27 05 07	Submittals for Communications Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23

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Collier County - New Chiller Plant Building K-1
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Naples, Florida 34112

Number	Description	Revision	Issued Date	Received Date	Set
27 05 26	Grounding and Bonding for Communications Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
27 05 29	Hangers and Supports for Communications Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
27 05 33	Conduit and Backboxes for Communications Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
27 05 53	Identification for Communications Systems	0	07/18/23	07/19/23	100 % Specifications 06.09.23
27 10 00	Premise Distribution Wiring System	0	07/18/23	07/19/23	100 % Specifications 06.09.23
27 40 00	Television System	0	07/18/23	07/19/23	100 % Specifications 06.09.23
28 - Electronic Safety and Security					
28 05 00	Common Work Results for Electronic Safety and Security	0	07/18/23	07/19/23	100 % Specifications 06.09.23
28 05 07	Submittals for Electronic Safety and Security	0	07/18/23	07/19/23	100 % Specifications 06.09.23
28 05 26	Grounding and Bonding for Electronic Safety and Security	0	07/18/23	07/19/23	100 % Specifications 06.09.23
28 05 29	Hangers and Supports for Electronic Safety and Security	0	07/18/23	07/19/23	100 % Specifications 06.09.23
28 05 33	Conduit and Backboxes for Electronic Safety and Security	0	07/18/23	07/19/23	100 % Specifications 06.09.23
28 13 00	Access Control System	0	07/18/23	07/19/23	100 % Specifications 06.09.23
28 31 00	Addressable Fire Alarm -Detection System	0	07/18/23	07/19/23	100 % Specifications 06.09.23
31 - Earthwork					
31 10 00	Clearing and Grubbing	0	07/18/23	07/19/23	100 % Specifications 06.09.23
31 20 00	Rock Excavation	0	07/18/23	07/19/23	100 % Specifications 06.09.23
31 50 00	Rip-Rap	0	07/18/23	07/19/23	100 % Specifications 06.09.23
32 - Exterior Improvements					
32 00 00	Restoration and General Requirements	0	07/18/23	07/19/23	100 % Specifications 06.09.23
32 12 16	Asphaltic Concrete	0	07/18/23	07/19/23	100 % Specifications 06.09.23
32 13 13	Concrete Roadway - Rigid Pavement	0	07/18/23	07/19/23	100 % Specifications 06.09.23
32-16-23	Concrete Sidewalks	0	09/20/22	09/20/23	RFI 16 Revised Specifications
32 17 23	Pavement Markings, Striping, and Signs	0	07/18/23	07/19/23	100 % Specifications 06.09.23
32 92 00	Seeding, Mulching & Sodding	0	09/20/22	09/20/23	RFI 16 Revised Specifications
32 93 00	Trees, Plants and Groundcovers	0	09/20/22	09/20/23	RFI 16 Revised Specifications
33 - Utilities					
33 05 00	Pressure Pipeline Construction	0	07/18/23	07/19/23	100 % Specifications 06.09.23
33 16 13	Prestressed Concrete Thermal Energy Storage Tank System	0	07/18/23	07/19/23	100 % Specifications 06.09.23
33 41 00	Concrete Curbs, Gutters, Manhole Frames, Storm Inlets, ETC.	0	07/18/23	07/19/23	100 % Specifications 06.09.23

Owen Ames Kimball

Building Since 1891

ATTACHMENT 2 - SCHEDULE OF VALUES

COLLIER COUNTY - NEW CHILLER PLANT BUILDING K

PROJECT: COLLIER COUNTY - NEW CHILLER PLANT BUILDING K			
LOCATION: 3335 Tamiami Trail East, Naples, FL 34112		DATE:	10.26.23
ARCH/ENG: Matern Engineering / RG Architects Inc.			
ESTIMATOR: PRECON Team			
PLANS DATE: 7/12/23, 7/18/23, 9/12/23	PROJECT SIZE	SF	8,232

DIVISIONS	BIDDER / QTY		COST ($)
DIV 01 00 00: GENERAL CONDITIONS			
General Conditions	Owen-Ames-Kimball		$688,250.00
General Requirements	Owen-Ames-Kimball		$470,550.00
DIV 01 74 23 - FINAL CLEANING:			
Cleaning of entire new addition including all equipment, electrical room and all equipment,	Pristine Cleaning		$10,344.40
washing epoxy floors, Storefront and Sidewalk Washing.	Included		
Spiff Cleaning prior to Tenant Occupancy	Included		
DIV 02 00 00: EXISTING CONDITIONS			
02 20 00 - Surveying	Q Grady Minor		$34,280.00
02 30 00 - Subsurface Investigation	Allowance		$7,500.00
02 32 16 - Materials Testing	H2R Corp		$34,550.00
02 41 00 - Selective Demolition	Wildcat Demolition		$115,525.00
Pump Room Slab removal & chain-link fence, railings, ramps, sidewalk	Included		
DIV 03 30 00: CONCRETE & MASONRY			
Concrete & Masonry for pumproom, flood walls, roof curbs	Commercial Concrete Systems		$1,009,271.64
CIP Walls, Housekeeping Pads	Included		
03 41 13 - Precast Concrete Hollow Core Planks - Supply and Install	American Precast LLC		$32,475.00
DIV 05: METALS			
05 12 00 - STRUCTURAL STEEL:			
Structural Steel, Decking, Columns, Beams, base plates, steel flanges, supports.	East Coast Metal Structures		$411,912.00
Shop Drawings, Anchor Bolts, Embeds	Included		
05 70 00 - DECORATIVE METALS:			
Aluminum Railings, Ship ladder, Guardrails, Handrails, wall mounted rails, Grating, catwalk	East Coast Metal Structures		$118,898.00
Steel Bollards, shop drawings, included.	Included		

CAO

DIV 06: CARPENTRY			
ROUGH & FINISHED CARPENTRY:	Lee Drywall, Inc		$166,011.73
Plywood sheathing, temporary guardrails at existing bldg. & new addition.	Included		
Temp. guardrails at new pump room roof, temp guardrails at sump pits in new pump room.	Included		
Miscellaneous Carpentry (temporary doors, temp walls, temp locks)	Included		
Installation of doors, and associated hardware.	Included		
Slushing HM door frames onto CMU walls.	Included		
DIV 07: THERMAL & MOISTURE PROTECTION			
Dampproofing new foundation walls	Included		
Dampproofing new CMU walls	Included		
Weather Barrier behind metal panel	Included		
Bentonite Clay Water Proofing	Included		
Weather Barrier at openings of new Pump Room	Included		
Waterproofing below grade at exterior surfaces of the pipe pit, per 14-S301	Included		
Combined Dampproofing and Waterproofing package	Service Contracting Solutions		$21,829.00
DIV 07: ROOFING			
Single Ply (Kee) Roofing System with LWIC	Crowther Roofing and Sheetmetal		$325,865.75
Expansion joints, roof blocking, tie into existing building, flashing, drains, coping caps	Included		
Lightning Protection Pads	Crowther Roofing and Sheetmetal		$5,481.00
Temporary mod-bit roofing over concrete deck.	Crowther Roofing and Sheetmetal		$58,895.38
DIV 07: WALL & CEILING PANELS			
07 42 13.A01 - ACM Wall Paneling system	Cladding Systems, Inc		$119,200.00
Reynobond, 0.20 Aluminum skins, 4mm thick, fire rated core, route and return rainscreen system (per #FL11794), manufacturer's standard 2-coat colors.	Included		
All clips, hat channels at 16"OC, shop drawings and sales taxes, freight.	Included		
07 84 00 - FIRESTOPPING			
Firestopping for block walls, MEP penetrations to fire-rated walls.	Wall Systems Contractors		$5,605.00
07 92 00 - JOINT SEALANTS:			
Joint Sealants at CMU to CMU joints	included		
Joint Sealants at Miscellaneous Locations	included		
Joint Sealants at new louvers	included		
Joint Sealants at windows	included		
Joint Sealants at new CMU to Exposes Structure	included		
Joint Sealants Stucco to Metal Panels	included		
Joint Sealants at Control Joints	included		
Combined Joint Sealants Package	Service Contracting Solutions		$17,312.00
07 95 13 - Expansion Control System	Service Contracting Solutions		$4,024.00
DIV 08: OPENINGS			
08 10 00 - Doors, Frames & Hardware Supply	Pinnacle Door and Hardware		$97,300.00
08 80 00 - Glass & Glazing	Precision Glass Solutions inc.		$41,220.00

Owen-Ames-Kimball Company

239-561-4141

DIV 09: FINISHES			
09 20 00 - STUCCO			
Full Stucco replacement of existing building and generator enclosure (demo & new work)	Lee Drywall		$239,278.00
Stucco for new Addition (wall between new addition and existing building alleyway)	Lee Drywall		$60,574.25
Exterior scaffolding around new and existing building for stucco and painting work.	Lee Drywall		$63,836.20
Stucco General Labor to be tracked by CM	Allowance		$75,000.00
09 30 00 - FLOOR LEVELING & EPOXY FINISHES			
Grinding off exiting finishes	Quality Carpet & Flooring		$19,459.51
Applying a homogeneous layer of floor leveling compound throughout chiller room, pump room, and proposed electrical room prior to application of flooring finishes.	Quality Carpet & Flooring		$86,424.49
PAINTING:	Service Contracting Solutions		$87,967.00
Interior exposed structures, ceilings, walls Painting (pump room, chiller room, electrical room)	included		
Exterior painting of all new stucco finishes (building K and gen. enclosure)	included		
DIV 10: SPECIALTIES			
10 00 00 - SPECIALTIES:			
Fire Extinguisher and Cabinets	Crowther Specialties		$2,530.00
10 14 00 - Signage	I2 Visual		$5,308.00
ADA Compliant Room Id restroom, and project signs	Included		
10 71 13.43.A02 - PERFORATED ALUMINUM PANELS:			
Aluminum Fixed Sunscreens and associated attachments, engineering, finishes	Perfection Architectural Systems		$217,388.00
Manufacturer - Perfection's Aluminum Canopy System			
10 71 19 - FLOOD PANEL SYSTEM			
Materials	Orange Flood Control, LLC		$47,508.00
Installation, engineering, bathtub testing	Orange Flood Control, LLC		$72,760.00
10 73 16 - PROTECTIVE COVERS	Perfection Architectural Systems		$42,365.00
Includes Centria BR5-36 Panels	included		
2"x4" Frame, 8" Gutters, Aluminum Pipes, 1.5"x6"x0.78" Self-mating Rigid Roll Lock for Suspended Canopies	included		
DIV 22 00 00: PLUMBING			
Complete Plumbing Package	B&I Contractors, Inc		$127,162.00
DIV 23 00 00: HVAC			
Complete HVAC Package, including BIM Coordination	B&I Contractors, Inc		$3,984,000.00
Stainless Steel Piping under TES Tank	B&I Contractors, Inc		$7,752.00
23 71 13 - Thermal Storage Tank	The CROM Corporation		$2,719,433.00
DIV 26: ELECTRICAL			
ELECTRICAL:			
Electrical Package, including lightning protection system	Nauti Electric Inc.		$2,370,287.50
All Low Voltage Systems	Nauti Electric Inc.		$68,752.50
Tank Lighting	Nauti Electric Inc.		$60,000.00

Owen-Ames-Kimball Company

239-561-4141

DIV 31: EARTHWORK			
SITEWORK:	Pavement Maintenance		$897,565.87
Mobilization & General Requirements	Included		
Earthwork	Included		
Site Concrete	Included		
Asphalt Repair	Included		
31 23 00 - Vibratory Soils Modification	Earth Teck		$143,000.00
Termite Control/ Soil Treatment	Northwest Exterminating		$3,046.20
DIV 32: EXTERIOR IMPROVEMENTS			
Landscape & Irrigation	Big Tree, Inc.		$114,795.00
DIV 33: UTILITIES			
UNDERGROUNG UTILITIES:	Strickler Brothers	LS	$729,475.00
Mobilization & General Requirements	included		
Storm Drainage	included		
Water Utilities	included		
Fire Utilities	included		
Sanitary Sewerage Utilities	included		
	Subtotal		**$16,041,967.42**
	General Liability insurance	0.5%	$80,209.84
	Pollution Insurance	0.000269	$4,315.29
	Bldg. Permit fees	0.5%	$80,209.84
	Builder's Risk Insurance	0.0%	$0.00
	P & P Bond	0.75%	$120,314.76
	Contingency	3.0%	$481,259.02
	Subtotal		**$16,808,276.16**
	CM Fee	5.0%	$840,413.81
	TOTAL		**$17,648,689.97**

ATTACHMENT 3 - ITEMIZED GENERAL CONDITIONS

PROJECT:	Collier County New Chiller Plant Building K-1			DATE:	10.19.23	
LOCATION:	3335 Tamiami Trail East, Naples FL 34112			BY:	PF	
NOTE:		LABOR BURDEN:	0.65	START DATE:	2/1/2024	
				FINISH DATE:	4/2/2025	
				DURATION:	14.00	MONTHS

GENERAL CONDITIONS

Cost Code	Description	Quantity	Unit	Mat'l U P	Lab. U P	Mat. Cost	Lab. Cost
00.00700	Temp fencing & gates	1	LS	33,500.00		$33,500	$0
00.00700	Stair Scaffolding System	6	Mo	3,200.00		$19,200	$0
00.00520	Field office-Contractor **	14	Mo	1,000.00		$14,000	$0
00.00520	Field office move in/out	2	Ea	2,750.00		$5,500	$0
00.00520	Alum stairs	14	Mo	200.00		$2,800	$0
00.00315	Field Office technology	14	Mo	950.00		$13,300	$0
00.00315	Field Office equipment	14	Mo	450.00		$6,300	$0
00.00523	Field office supplies	14	Mo	500.00		$7,000	$0
00.00510	Project sign	2	Ea	1,800.00		$3,600	$0
00.00524	Jobsite phone expense	14	Mo	475.00		$6,650	$0
00.00525	Storage Containers	10	Mo	800.00		$8,000	$0
00.00580	Fire prot/fire extinguisher	14	Mo	150.00		$2,100	$0
00.00780	Small tools & equipment	10	Mo	1,800.00		$18,000	$0
00.00780	Street Sweeper Truck	14	Mo	1,300.00		$18,200	$0
00.00780	Misc material expense	14	Mo	1,400.00		$19,600	$0
00.00510	Safety & security signage	14	Mo	350.00		$4,900	$0
01.00515	Safety & first aid exp.	14	Mo	550.00		$7,700	$0
00.00600	Dumpsters & Fees	14	Mo	2,250.00		$31,500	$0
00.00610	Progressive cleanup	7	Mo	3,400.00		$23,800	$0
00.00805	Man/material hoist	10	Mo	3,000.00		$30,000	$0
00.00779	Temp Generator	3	Mo	1,500.00		$4,500	$0
00.00779	Generator fuel & maint. **	10	Mo	1,200.00		$12,000	$0
00.00910	Punch listing expenses	1	Ls	15,000.00		$15,000	$0
00.00951	Temp water hookup	1	Ea	1,500.00		$1,500	$0
00.00540	Temp elect. hookup	1	Ea	2,500.00		$2,500	$0
00.00521	Temp toilets	14	Mo	1,050.00		$14,700	$0
00.00400	General Superintendent	8.00	Wk	0.00	5,200.00		$41,600
00.00400	Superintendent	62.00	Wk	0.00	4,400.00		$272,800
00.00400	Ast. Superintendent	16.00	Wk	0.00	3,000.00		$48,000
					SUBTOTAL	$325,850	$362,400
					TOTAL GC'S	**$688,250**	

GENERAL REQUIREMENTS							
Cost Code	Description	Quantity	Unit	Mat'l U P	Lab. U P	Mat. Cost	Lab. Cost
00.00210	Senior Project Manager	8	Wk	0.00	5,600.00	$0	$44,800
00.00210	Project Manager	40	Wk	0.00	4,400.00	$0	$176,000
00.00210	Project Engineer	44	Wk	0.00	3,000.00	$0	$132,000
00.00240	Accounting	10	Wk	0.00	1,800.00	$0	$18,000
00.00240	BIM COORDINATION	1	LS	0.00	40,000.00	$0	$40,000
00.00350	Travel/Truck/Fuel	14	Mo	2,000.00		$28,000	$0
00.00345	Jobsite aerial photos	14	Mo	350.00		$4,900	$0
00.00340	OAK Survey & layout	1	LS	12,000.00		$12,000	$0
00.00350	Travel/Subsistence	14	Wk	300.00		$4,200	$0
00.00330	Blueprints/spec reprod.	8	Set	500.00		$4,000	$0
00.00330	As-built expense	1	LS	4,200.00		$4,200	$0
00.00325	Postage & shipping	14	Mo	175.00		$2,450	$0
					SUBTOTAL	$59,750	$410,800
					TOTAL GR'S	**$470,550**	

GENERAL CONDITIONS	**$688,250**
GENERAL REQUIREMENTS	**$470,550**
TOTAL	$ 1,158,800.00
Total cost per month	$ 82,771.43

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ATTACHMENT 4 - LIST OF ALTERNATES

COLLIER COUNTY - NEW CHILLER PLANT BUILDING K

PROJECT: COLLIER COUNTY - NEW CHILLER PLANT BUILDING K
LOCATION: 3335 Tamiami Trail East, Naples, FL 34112
ARCH/ENG: Matern Engineering
ESTIMATOR: Fred Doster / Abel Natali / Pablo Ferreira
PLANS DATE: 7/12/23, 7/18/23, 9/12/23

LIST OF Value Engineering ALTERNATES NOT IN BASE BID

STUCCO IN LIEU OF METAL WALL PANELS AT NEW ADDITION	$	(46,658.00)
LANDSCAPING (Bahia sod, 3gl cocoplum in lieu of specified)	$	(30,000.00)
SUBTOTAL Value Engineering ALTERNATES	**$**	**(76,658.00)**
General Liability Insurance	$	(383.29)
Pollution Insurance	$	(20.62)
Building Permit Fees	$	(383.29)
Builder's Risk Insurance - by owner	$	-
P&P Bond	$	(574.94)
Contingency	$	(2,299.74)
SUBTOTAL	**$**	**(80,319.88)**
CM Fee	$	(4,015.99)
TOTAL VALUE ENGINEERING ALTERNATES	**$**	**(84,335.87)**

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ATTACHMENT 5 - ASSUMPTIONS AND CLARIFICATIONS

COLLIER COUNTY - NEW CHILLER PLANT BUILDING K

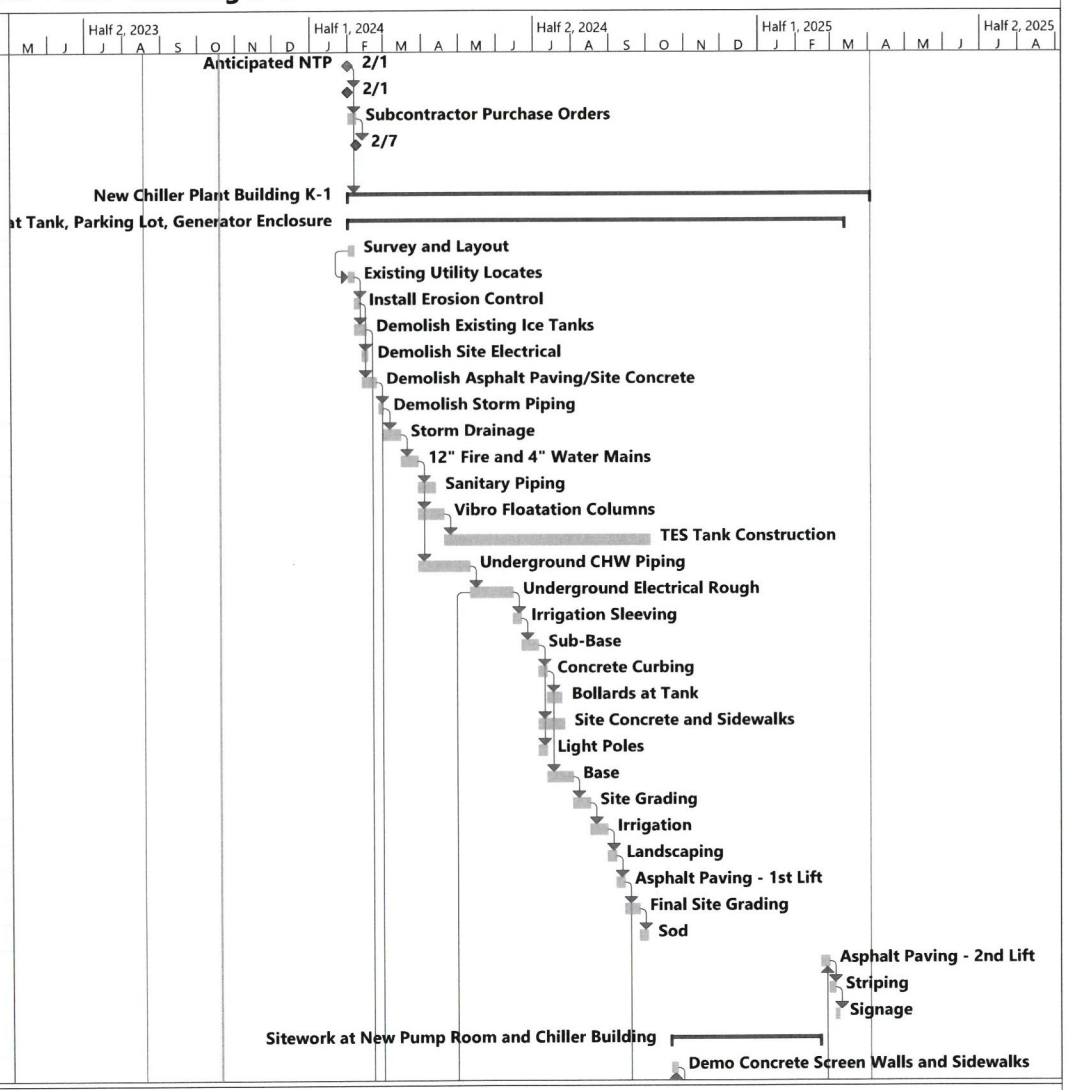
PROJECT: COLLIER COUNTY - NEW CHILLER PLANT BUILDING K
LOCATION: 3335 Tamiami Trail East, Naples, FL 34112
ARCH/ENG: Matern Engineering
ESTIMATOR: Fred Doster / Abel Natali / Pablo Ferreira
PLANS DATE: 7/12/23, 7/18/23, 9/12/23

Cost Associated with Trench Safety Act = $750. Included in base bid
Major Dewatering not included
Firepump not included
Rock Excavation not included
Removal/Replacement of Unsuitable Soils not included
Temporary Water Costs for Construction Use is by Owner
Temporary Electric Cost for Construction Use is By Owner
Davis Bacon Wage rates not included
Solar Panels are not included
Crane System not included
FPL transformers & primary feeders not included
Design Fees not included
Impact Fees not included
Fire Sprinkler System not included
Commissioning not included
Furnishing of Chillers, Generators, & Switchgear (By Owner)
Temporary Chillers Furnished by owner
Coping Cap replacement under the existing screen wall supports is not included
Builder's Risk Insurance By Owner

ATTACHMENT 6 - COMPLETION SCHEDULE

Collier County Government
New Chiller Plant - Building K-1

ID	Task Name	Duration	Start	Finish
1	Anticipated NTP	0 days	Thu 2/1/24	Thu 2/1/24
2	Anticipated Receipt of all Permits	0 days	Thu 2/1/24	Thu 2/1/24
3	Subcontractor Purchase Orders	5 days	Thu 2/1/24	Wed 2/7/24
4	Begin Submittal - Shop Drawing Process	0 days	Wed 2/7/24	Wed 2/7/24
5				
6	**New Chiller Plant Building K-1**	**305 days**	**Thu 2/1/24**	**Wed 4/2/25**
7	**Sitework at Tank, Parking Lot, Generator Enclosure**	**290 days**	**Thu 2/1/24**	**Wed 3/12/25**
8	Survey and Layout	3 days	Thu 2/1/24	Mon 2/5/24
9	Existing Utility Locates	3 days	Thu 2/1/24	Mon 2/5/24
10	Install Erosion Control	4 days	Tue 2/6/24	Fri 2/9/24
11	Demolish Existing Ice Tanks	8 days	Tue 2/6/24	Thu 2/15/24
12	Demolish Site Electrical	5 days	Mon 2/12/24	Fri 2/16/24
13	Demolish Asphalt Paving/Site Concrete	10 days	Mon 2/12/24	Fri 2/23/24
14	Demolish Storm Piping	4 days	Mon 2/26/24	Thu 2/29/24
15	Storm Drainage	10 days	Fri 3/1/24	Thu 3/14/24
16	12" Fire and 4" Water Mains	10 days	Fri 3/15/24	Thu 3/28/24
17	Sanitary Piping	10 days	Fri 3/29/24	Thu 4/11/24
18	Vibro Floatation Columns	15 days	Fri 3/29/24	Thu 4/18/24
19	TES Tank Construction	6 mons	Fri 4/19/24	Thu 10/3/24
20	Underground CHW Piping	30 days	Fri 3/29/24	Thu 5/9/24
21	Underground Electrical Rough	25 days	Fri 5/10/24	Thu 6/13/24
22	Irrigation Sleeving	5 days	Fri 6/14/24	Thu 6/20/24
23	Sub-Base	10 days	Fri 6/21/24	Thu 7/4/24
24	Concrete Curbing	5 days	Fri 7/5/24	Thu 7/11/24
25	Bollards at Tank	8 days	Fri 7/12/24	Tue 7/23/24
26	Site Concrete and Sidewalks	15 days	Fri 7/5/24	Thu 7/25/24
27	Light Poles	5 days	Fri 7/5/24	Thu 7/11/24
28	Base	15 days	Fri 7/12/24	Thu 8/1/24
29	Site Grading	10 days	Fri 8/2/24	Thu 8/15/24
30	Irrigation	10 days	Fri 8/16/24	Thu 8/29/24
31	Landscaping	5 days	Fri 8/30/24	Thu 9/5/24
32	Asphalt Paving - 1st Lift	5 days	Fri 9/6/24	Thu 9/12/24
33	Final Site Grading	8 days	Fri 9/13/24	Tue 9/24/24
34	Sod	5 days	Wed 9/25/24	Tue 10/1/24
35	Asphalt Paving - 2nd Lift	5 days	Fri 2/21/25	Thu 2/27/25
36	Striping	3 days	Fri 2/28/25	Tue 3/4/25
37	Signage	3 days	Wed 3/5/25	Fri 3/7/25
38	**Sitework at New Pump Room and Chiller Building**	**89 days**	**Mon 10/21/24**	**Thu 2/20/25**
39	Demo Concrete Screen Walls and Sidewalks	5 days	Mon 10/21/24	Fri 10/25/24



Thu 10/19/23

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Collier County Government
New Chiller Plant - Building K-1

ID	Task Name	Duration	Start	Finish
40	Concrete Floodwall	30 days	Mon 10/28/24	Fri 12/6/24
41	Drainage at Floodwalls	10 days	Mon 12/9/24	Fri 12/20/24
42	Sidewalks at Floodwalls	8 days	Mon 12/23/24	Wed 1/1/25
43	Flood Panels	8 days	Thu 1/2/25	Mon 1/13/25
44	Bollards at Building	5 days	Thu 1/2/25	Wed 1/8/25
45	Site Grading at Building	8 days	Thu 1/9/25	Mon 1/20/25
46	Irrigation at Building	8 days	Tue 1/21/25	Thu 1/30/25
47	Landscaping at Building	5 days	Fri 1/31/25	Thu 2/6/25
48	Final Grade at Building	5 days	Fri 2/7/25	Thu 2/13/25
49	Sod at Building	5 days	Fri 2/14/25	Thu 2/20/25
50	**Pump Room Construction**	**157 days**	**Mon 2/26/24**	**Tue 10/1/24**
51	Survey and Layout	3 days	Mon 2/26/24	Wed 2/28/24
52	Footings	8 days	Thu 2/29/24	Mon 3/11/24
53	Foundation Walls	10 days	Tue 3/12/24	Mon 3/25/24
54	Stem Walls	3 days	Tue 3/12/24	Thu 3/14/24
55	Underground Mechanical	8 days	Tue 3/26/24	Thu 4/4/24
56	Underground Plumbing	5 days	Tue 3/26/24	Mon 4/1/24
57	Underground Electrical	10 days	Tue 4/2/24	Mon 4/15/24
58	Prep and Pour Floor Slab	5 days	Tue 4/16/24	Mon 4/22/24
59	Masonry	8 days	Tue 4/23/24	Thu 5/2/24
60	Tie-Beams	8 days	Fri 5/3/24	Tue 5/14/24
61	Structural Steel	3 days	Fri 5/10/24	Tue 5/14/24
62	Hollow Core Slabs and Topping	8 days	Wed 5/15/24	Fri 5/24/24
63	Parapet Masonry	4 days	Mon 5/27/24	Thu 5/30/24
64	Roof Membrane	8 days	Fri 5/31/24	Tue 6/11/24
65	Stairs and Roof Ladder	4 days	Fri 5/31/24	Wed 6/5/24
66	Mechanical Piping	80 days	Mon 5/27/24	Fri 9/13/24
67	Electrical Rough	80 days	Mon 5/27/24	Fri 9/13/24
68	Housekeeping Pads	10 days	Wed 6/26/24	Tue 7/9/24
69	Mechanical Equipment and Connections	15 days	Wed 7/10/24	Tue 7/30/24
70	Electrical Equipment and Connections	15 days	Wed 7/10/24	Tue 7/30/24
71	Temporary Electric Service for Pump Room	30 days	Wed 7/31/24	Tue 9/10/24
72	Install Temporary Air Cooled Chillers	8 days	Fri 9/13/24	Tue 9/24/24
73	Start Up Pumps and Temporary Chillers	5 days	Wed 9/25/24	Tue 10/1/24
74				
75	**Chiller Room Construction**	**100 days**	**Wed 10/9/24**	**Tue 2/25/25**
76	Demolish Cooling Towers, Pumps, Chillers, Etc.	8 days	Wed 10/9/24	Fri 10/18/24
77	Demo Existing Steel Framing and Columns	4 days	Mon 10/21/24	Thu 10/24/24
78	Demo Equipment Pads and Floor Slab	8 days	Fri 10/25/24	Tue 11/5/24



Thu 10/19/23

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Collier County Government
New Chiller Plant - Building K-1

ID	Task Name	Duration	Start	Finish
79	Remove and Replace Existing Doors	15 days	Wed 11/6/24	Tue 11/26/24
80	Demo Concrete Curbs on Roof	4 days	Wed 11/6/24	Mon 11/11/24
81	Remove Portion of Screen Wall	4 days	Tue 11/12/24	Fri 11/15/24
82	Electrical Underground	8 days	Wed 11/6/24	Fri 11/15/24
83	Prep and Pour Floor Slab	4 days	Mon 11/18/24	Thu 11/21/24
84	Masonry Walls	4 days	Fri 11/22/24	Wed 11/27/24
85	Electrical Rough	15 days	Thu 11/28/24	Wed 12/18/24
86	Equipment Pad	3 days	Thu 12/19/24	Mon 12/23/24
87	Concrete Curbs on Roof	7 days	Tue 11/12/24	Wed 11/20/24
88	New Roofing Membrane	8 days	Thu 11/21/24	Mon 12/2/24
89	Structural Steel on Roof	8 days	Tue 12/3/24	Thu 12/12/24
90	Mechanical Piping on Roof	30 days	Tue 12/3/24	Mon 1/13/25
91	Electrical on Roof	30 days	Tue 12/3/24	Mon 1/13/25
92	Install Two Air Cooled Chillers on Roof	8 days	Fri 12/13/24	Tue 12/24/24
93	Start Up Chillers on Roof	3 days	Tue 1/14/25	Thu 1/16/25
94	Install Two Remaining Chillers on Roof	10 days	Fri 1/17/25	Thu 1/30/25
95	Start Up Remaining Chillers	3 days	Fri 1/31/25	Tue 2/4/25
96	Commissioning of Equipment	15 days	Wed 2/5/25	Tue 2/25/25
97	Testing and Balancing	15 days	Wed 2/5/25	Tue 2/25/25
98				
99	**Exterior Building Finishes - Building K-1**	**68 days**	**Wed 11/27/24**	**Fri 2/28/25**
100	Stucco Repairs	15 days	Wed 11/27/24	Tue 12/17/24
101	Stucco	15 days	Wed 12/18/24	Tue 1/7/25
102	Painting	10 days	Wed 1/8/25	Tue 1/21/25
103	Metal Coping/Facia	10 days	Wed 1/22/25	Tue 2/4/25
104	Downspouts/Overflow Scuppers	8 days	Wed 2/5/25	Fri 2/14/25
105	Metal Panels	10 days	Mon 2/17/25	Fri 2/28/25
106				
107	**Generator Yard**	**290 days**	**Thu 2/1/24**	**Wed 3/12/25**
108	Demo Existing Slab	5 days	Fri 2/16/24	Thu 2/22/24
109	Electrical Underground	25 days	Fri 5/10/24	Thu 6/13/24
110	Pour Equipment Pads	5 days	Fri 6/14/24	Thu 6/20/24
111	Install Fuel Tank and Piping	25 days	Fri 6/21/24	Thu 7/25/24
112	Install Generators	15 days	Thu 2/1/24	Wed 2/21/24
113	Painting	8 days	Wed 1/22/25	Fri 1/31/25
114	Metal Panels	8 days	Mon 3/3/25	Wed 3/12/25
115	Final Inspections	22 days	Mon 3/3/25	Tue 4/1/25
116	Substantial Completion	1 day	Wed 4/2/25	Wed 4/2/25



Thu 10/19/23

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ATTACHMENT 7 - LIST OF SUBCONTRACTORS

COLLIER COUNTY - NEW CHILLER PLANT BUILDING K

PROJECT: COLLIER COUNTY - NEW CHILLER PLANT BUILDING K
LOCATION: 3335 Tamiami Trail East, Naples, FL 34112
ARCH/ENG: Matern Engineering
ESTIMATOR: Fred Doster / Abel Natali / Pablo Ferreira
PLANS DATE: 7/12/23, 7/18/23, 9/12/23

LIST OF SUBCONTRACTORS

FINAL CLEANING	PRISTINE CLEANING
SURVEYING	Q GRADY MINOR
MATERIALS TESTING	H2R CORP
SELECTIVE DEMOLITION	WILDCAT DEMOLITION
CONCRETE AND MASONRY	COMMERCIAL CONCRETE SYSTEMS
STRUCTURAL STEEL	EAST COAST METAL STRUCTURES
DECORATIVE METALS	EAST COAST METAL STRUCTURES
CARPENTRY	LEE DRYWALL, INC
THERMAL & MOISTURE PROTECTION	SERVICE CONTRACTING SOLUTIONS
ROOFING	CROWTHER ROOFING & SHEET METAL
WALL & CEILING PANELS	CLADDING SYSTEMS, INC
FIRESTOPPING	WALL SYSTEMS CONTRACTORS
JOINT SEALANTS	SERVICE CONTRACTING SOLUTIONS
EXPANSION CONTROL SYSTEM	SERVICE CONTRACTING SOLUTIONS
DOORS, FRAMES, HARDWARE	PINNACLE DOOR AND HARDWARE
GLASS AND GLAZING	PRECISION GLASS SOLUTIONS INC.
STUCCO	LEE DRYWALL, INC
FLOOR LEVELING & EPOXY FINISHES	QUALITY CARPET & FLOORING
PAINTING	SERVICE CONTRACTING SOLUTIONS
SPECIALTIES	CROWTHER SPECIALTIES
SIGNAGE	I2 VISUAL
PERFORATED ALUMINUM PANELS	PERFECTION ARCHITECTURAL SYSTEMS
FLOOD PANEL SYSTEM	ORANGE FLOOD CONTROL, LLC
PROTECTIVE COVERS	PERFECTION ARCHITECTURAL SYSTEMS
PLUMBING	B&I CONTRACTORS
HVAC	B&I CONTRACTORS
THERMAL ENERGY STORAGE TANK	THE CROM CORPORATION
ELECTRICAL	NAUTI ELECTRIC INC.
EARTHWORK	PAVEMENT MAINTENANCE INC.
VIBRATORY SOILS MODIFICATION	EARTHTECK
TERMITE CONTROL / SOIL TREATMENT	NORTHWEST EXTERMINATING
LANDSCAPE & IRRIGATION	BIG TREE
UNDERGROUND UTILITIES	STRICKLER BROTHERS

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ATTACHMENT 8 - ALLOWANCES

COLLIER COUNTY - NEW CHILLER PLANT BUILDING K

PROJECT: COLLIER COUNTY - NEW CHILLER PLANT BUILDING K
LOCATION: 3335 Tamiami Trail East, Naples, FL 34112
ARCH/ENG: Matern Engineering
ESTIMATOR: Fred Doster / Abel Natali / Pablo Ferreira
PLANS DATE: 7/12/23, 7/18/23, 9/12/23

LIST OF ALLOWANCES - INCLUDED IN BASE BID

DIV 02 - ASSESMENT:		
02 30 00 - SUBSURFACE INVESTIGATION - included in base bid	$	7,500.00
DIV 09 - FINISHES		
09 20 00 - STUCCO GENERAL LABOR TO BE TRACKED BY CM - included in base bid	$	75,000.00
TOTAL ALLOWANCES	**$**	**82,500.00**

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ATTACHMENT 9 - KEY PERSONNEL

COLLIER COUNTY - NEW CHILLER PLANT BUILDING K

PROJECT: COLLIER COUNTY - NEW CHILLER PLANT BUILDING K
LOCATION: 3335 Tamiami Trail East, Naples, FL 34112
ARCH/ENG: Matern Engineering
ESTIMATOR: Fred Doster / Abel Natali / Pablo Ferreira
PLANS DATE: 7/12/23, 7/18/23, 9/12/23

KEY PERSONNEL

INDIVIDUAL	TITLE
Matthew Zwack	Project Executive / Principal in Charge
Abel Natali	Sr. Construction Manager / Pre-Construction Manager
Ellen Bisogno	Project Director
Alesha Watchowski	Senior Project Manager
Brian Filipek	Project Manager
Ryan Propp	Senior / General Superintendent
Pablo Ferreira	Chief Estimator
Taylor Sawatzky	Project Liaison
Shawn Brink	Project Superintendent 1
Walker Adams	Project Superintendent 2
Patrick Kowalski	Assistant Superintendent 1
Jordan Fike	Assistant Superintendent 2
Diane Kirby	Assistant Project Manager
McKenzie Woods	Clerical / Accounting Administration
Jeanette Baldwin	BIM/CADD Technician

SECOND AMENDMENT TO AGREEMENT #21-7883-ST

FOR

MAIN CAMPUS UPGRADES (MCU)

THIS SECOND AMENDMENT, made and entered into on this 25th day of June 2024, by and between **O-A-K/Florida, Inc. d/b/a Owen-Ames-Kimball Company** (the "Construction Manager" or "Construction Contractor") and **Collier County**, a political subdivision of the State of Florida, (the "County" or "Owner") (collectively, the "Parties"):

WHEREAS, on May 10, 2022 (Agenda Item No. 16.C.4), the County entered into Construction Manager At Risk (CMAR) Agreement No. #21-7883-ST "Main Campus Upgrades (MCU)" (the "Agreement") with Construction Manager for CMAR services to manage and coordinate the construction of the Main Campus Upgrades, which include the surtax approved New Chiller Plant Building K and the Underground Chilled Water Mains; and

WHEREAS, on January 9, 2024 (Agenda Item 11.G), the Parties entered into a First Amendment to the Agreement (the "First Amendment") to include the Construction Phase scope, provide for a total Guaranteed Maximum Price ("GMP") to be paid to Construction Manager in the amount of Seventeen Million Six Hundred Forty-Eight Thousand Six Hundred and Eighty-Nine Dollars and Ninety-Seven Cents ($17,648,689.97), and establish the Contract Time for the Work; and

WHEREAS, the Schedule of Values included as Attachment 2 to the First Amendment, which established the agreed upon GMP, included a line item for reimbursement for the costs for General Liability, Pollution, and Builder's Risk Insurance coverages that conflicts with the terms set forth in Exhibit E-1(1) of the Agreement and Exhibit E-2(1) of the First Amendment, which both state in part : "During the term of the Contract, the Construction Contractor shall provide, pay for, and maintain, with companies satisfactory to the Owner, the types of insurance described herein."; and

WHEREAS, the Parties do not dispute that the GMP agreed upon by the Parties included reimbursement to the Construction Manager for the aforementioned identified insurances coverages under the Agreement and wish to conform the language in Exhibit E-1(1) of the Agreement and Exhibit E-2(1) of the First Amendment to eliminate the conflicting terms as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

1. The above recitals are hereby incorporated into this Second Amendment as if fully set forth herein.

2. The first sentence of Exhibit E-1(1), Insurance Requirements of the Agreement and Exhibit E-2(1) of the First Amendment are each hereby revised as follows:

   During the term of the Contract, the Construction Contractor shall provide, pay for (subject to being reimbursed by Owner for those agreed upon insurance coverages listed in the GMP

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Schedule of Values as set forth in the First Amendment to the Agreement), and maintain, with companies satisfactory to the Owner, the types of insurance described herein.

3. All other terms and conditions of the Agreement shall remain the same.

Signature page to follow

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IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date and year first written above by an authorized person or agent.

ATTEST:
Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller.

By: _____

Dated: June 27, 2024

(SEAL) Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Construction Contractor's Witnesses:

McKenzie Woods
First Witness

McKenzie Woods
↑Type/print witness name↑

Rebecca Roloff
Second Witness

Rebecca RoloFF
↑Type/print witness name↑

CONSTRUCTION CONTRACTOR:
O-A-K/Florida, Inc.
d/b/a Owen-Ames-Kimball Company

By: _____
Signature

MATTHEW ZUNACK - PRESIDENT
↑Type/print signature and title↑

6-3-24
Date

Approved as to Form and Legality:

_____
Scott R. Teach, Deputy County Attorney

CAO

Executive Summary

Recommendation to approve an Interlocal Agreement between the Board of County Commissioners and North Collier Fire Control and Rescue District for the use of Mobility VPNs.

OBJECTIVE: Establish an Interlocal Agreement between the Board and North Collier Fire Control and Rescue District for using Mobility VPNS to optimize connections, providing security and mobile productivity by maintaining connectivity with the Collier County Dispatch system.

CONSIDERATIONS: A reliable connection with the Collier County Dispatch system is critical for the timely delivery of services and the safety of first responders. Connectivity throughout the county varies as responders move in and out of wireless coverage areas and various networks. Access to VPN and, as a result, reliable connectivity is critical to selecting the closest, most appropriate resource and exchanging information between the field and the dispatch center.

FISCAL IMPACT: The cost of the cradle point hardware and startup software is not anticipated to exceed $30,000. Funding for this project was budgeted and is available within EMS Operating fund (4050). This is a one-time cost and no recurring costs are anticipated.

GROWTH MANAGEMENT IMPACT: This action has no Growth Management impact.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires a majority vote for approval. -SAA

RECOMMENDATIONS: The Board of County Commissioners approve the Interlocal Agreement between the Board of County Commissioners and North Collier Fire Control and Rescue District for the use of Mobility VPNs.

PREPARED BY: Bruce Gastineau, Chief, Collier County EMS

ATTACHMENTS:

1. Interlocal Agreement NCFD mobility VPN

INTERLOCAL AGREEMENT FOR THE USE of MOBILITY VPNS BETWEEN NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT AND BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY

This interlocal agreement ("Agreement") is entered into by and between the NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT, an independent special district of the State of Florida created under Chapter 2015-191, Laws of Florida (the "District"), and BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ("Partnering Agency"), a political subdivision of the State of Florida (hereinafter referred to as the "County") with the District and Partnering Agency, individually known as the "Party".

WHEREAS, Section 191.008, Florida Statutes, authorizes the District to establish and maintain emergency medical and rescue response services and acquire and maintain rescue, medical, and other emergency equipment; and

WHEREAS, the Partnering Agency has all powers of self-government as prescribed by Florida Statutes, including the provision of emergency medical services; and

WHEREAS, the District and Partnering Agency presently maintain and operate emergency service departments, with firefighting, rescue, and emergency medical equipment; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with

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geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the District has entered into a service agreement with Absolute Secure Access ("Company") through Insight Public Sector (the service agreement and invoice collectively, the "Service Agreement", attached as Exhibit A), whereby Company deploys a mobile virtual private network ("VPN") solution to support the District's first responders and provides security and mobile productivity by maintaining and optimizing connections to the Collier County dispatch system as District users move in and out of wireless coverage areas and across various networks; and

WHEREAS, the VPN is a shareable system, meaning additional licenses and VPN client software may be acquired to allow other government agencies to utilize; and

WHEREAS, the Partnering Agency has expressed a desire to acquire VPNs and associated software under the District's Service Agreement and to be designated as a "user"; and

WHEREAS, the District is amendable to allowing the Partnering Agency to acquire licenses through the District's Service Agreement if the Partnering Agency also agrees to use the District's anti-virus software ("AV") and its virus detection and response services ("MOR") as any breaches of the system could be detrimental to the District, Partnering Agency, and other governmental entities; and

WHEREAS, due to the VPN being a closed system with high security, the Partnering Agency will also be required to utilize the VPN client software; and

WHEREAS, the Parties recognize that the District has or will have agreements related to the AV and MOR as well as other companies associated with the purchase of

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the VPNs and VPN client software, including Insight Public Sector ("Associated Agreements") with other companies ("Associated Businesses"); and

WHEREAS, the Parties agree that the District, who is contractually obligated to the Company, is the sole contact person between the Company and the District related to the Service Agreement and all communications to the Company regarding changes must be made through the District; and

WHEREAS, the Parties agree that the District who is contractually obligated under the Associated Agreements to the Associated Businesses, is the sole contact person between the Associated Businesses and the District related to the Associated Agreements and all communications to the Associated Businesses regarding changes must be made through the District; and

WHEREAS, the Partnering Agency recognizes that the District may enter into contracts with other governmental entities related to the Service Agreement; and

WHEREAS, the Parties agree that the District will have the authority to make VPN server configurations but that the District will accommodate any request from the Partnering Agency as long as the District determines that such change will not impact the District or other government agencies; and

WHEREAS, the Parties believe it is mutually advantageous and in the interest of the public health, safety, and welfare of its citizens and visitors to enter into this Agreement, as set forth herein and desire to define their respective responsibilities hereunder.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

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1. Recitals. The recitals in the foregoing whereas clauses above are true and correct and are incorporated by reference in this Agreement.

2. Purpose and Scope. This Agreement is entered into between the Parties in accordance with the provisions of Section 163.01, Florida Statutes, to establish and provide for acquiring the VPNs, VPN client software, AV, and MOR (collectively the VPN, VPN client software, AV, and MOR are the "Software") by the Partnering Agency, in accordance with and subject to the terms and conditions set forth herein.

3. Term of Agreement. The term of this Agreement shall commence on the date a fully executed copy of this Agreement is filed pursuant to Paragraph 23 below with the Clerk of the Circuit Court in Collier County, Florida ("Effective Date") and continue through June 30, 2025 unless earlier terminated as provided below. The Agreement will automatically renew for four (4) additional one (1) year terms ("Renewal Term") unless a Party provides written notice to the other Party of its intent to terminate at least ninety (90) days prior to the renewal of the Agreement.

4. District Responsibilities. During the Term or any Renewal Term of this Agreement:

a. The District shall serve as the liaison between the Partnering Agency and the Company or Associated Businesses, if necessary. The Partnering Agency does not have the authority to make any changes to the Software.

b. The District shall ensure that the Software updates and revisions ' are communicated to the Partnering Agency on a timely basis.

c. Upon receiving a request from the Partnering Agency to revise the Software, the District will submit such request to the Company or

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Associated Businesses and work with the Company or Associated Businesses to implement such change as long as the District determines that the requested change does not impact the District or other governmental entities utilizing the Software.

d. The District shall obtain and provide 3 (three) VPN licenses and associated AV and MOR licenses, if necessary, to the Partnering Agency for the use of the Software unless the number of VPN licenses is amended through the Partnering Agency requesting a revised number of licenses. The Parties agree that individual components of the Software may not require a license for the Partnering Agency.

e. The District shall be responsible for the District's use of the Software, including the use of the Software by District users.

f. The District shall appoint a designated employee for the District to coordinate with the Partnering Agency's designated employee.

5. Partnering Agency Responsibilities. During the Term or any Renewal Term of this Agreement:

a. The Partnering Agency shall designate a single employee that will have the authority to revise the number of VPN licenses or to propose revisions to the Software. The Partnering Agency shall notify the District in writing the name of the designated employee, which may be changed upon the Partnering Agency providing written notification to the District. If the Partnering Agency is requesting support or other services and needs to

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communicate with the Company or Associated Businesses, the Partnering Agency will work in conjunction with the District to facilitate such communications, which may include having the District participate in the initial communication and all or some subsequent communications with the Company or Associated Businesses. The District may in writing elect to allow the Partnering Agency to communicate with the Company or Associated Businesses on a specific support or other services issue without the District's participation.

b. The only manner in which the Partnering Agency may revise its number of VPN licenses is to notify the District in writing at least ten (10) business days prior of it desires to change the number of VPN licenses it has been provided by the District to the Software under this Agreement.

c. The Partnering Agency shall be responsible for its use of the Software, including the use of the Software by the Partnering Agency's users.

d. As set forth in more detail in Paragraph 6 herein below, the Partnering Agency shall annually pay for the cost per license, which includes the VPN, VPN client software, the AV, and the MOR associated with the number of VPN licenses provided to the Partnering Agency ("Annual Software Fees") in accordance with Paragraph 4.d. or as subsequently amended.

e. If the District incurs any additional support fees or other fees as a result of the Partnering Agency's activities, the Partnering Agency will be responsible for such fees.

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f. The Partnering Agency and its users will timely comply with requirements related to use, confidentiality, and non-disclosure of the Service Agreement.

g. The Partnering Agency shall download uploads and revisions that are provided by the District within five (5) days of receipt.

6. Payment.

a. Initial Term. The Parties agree that the Annual Software Fees is $150.83 during the initial term, which consists of $118.58 for the VPN license and VPN client software, $27.59 for AV, and $4.66 for MOR , for each VPN license. The number of VPN licenses provided to the Partnering Agency in accordance with Paragraph 4.d., or as subsequently amended, shall be charged to the Partnering Agency and such fees will not be prorated. Notwithstanding, if the Company and/or Associated Businesses prorate the fees during the initial term, then the Partnering Agency's fees shall correspondingly be prorated. Within thirty (30) days of the launch of the Software, the District shall bill the Partnering Agency, who shall then remit payment to the District within fifteen (15) days of receipt.

b. Renewal Term.

i. The Parties acknowledge that the Annual Software Fees may be increased by the Company and/or Associated Businesses during a Renewal Term of this Agreement. The District shall notify the Partnering Agency of any increase in the Annual Software Fees upon notification by the Company and/or Associated Businesses.

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ii. For each Renewal Term, the Partnering Agency shall be billed the Annual Software Fees by the District based on the number of VPN licenses provided to the Partnering Agency in accordance with Paragraph 4.d., or as subsequently amended. No later than July 15 of a Renewal Term, the District shall bill the Annual Software Fees to the Partnering Agency, who shall then remit payment to the District within fifteen (15) days of receipt.

c. Change in User Licenses.

i. If the Partnering Agency increases the number of VPN licenses provided to it in accordance with Paragraph 4.d., or as subsequently amended, the District shall bill the Partnering Agency the increased Annual Software Fees upon receipt of an invoice from the Company and/or Associated Businesses, and the Partnering Agency shall remit payment to the District within fifteen (15) days of receipt.

ii. If a Partnering Agency decreases the number of VPN licenses provided to it in accordance with Paragraph 4.d., or as subsequently amended, the District shall provide any credit to the Partnering Agency that the District receives from the Company and/or Associated Businesses due to the reduction in licenses within fifteen (15) days of receipt.

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d. Support Fees. If the Partnering Agency requires support from the Company and/or Associated Businesses that are outside of the Service Agreement for its own needs, the Partnering Agency is solely responsible for such fees. The District shall bill the Partnering Agency the support fees upon receipt of an invoice from the Company and/or Associated Businesses, and the Partnering Agency shall remit payment to the District within fifteen (15) days of receipt. If the District requires support from the Company and/or Associated Businesses that are outside of the Service Agreement and for its own needs, then the District is solely responsible for such fees.

e. Other Fees. If the Partnering Agency adds features or additional services to the VPN license or associated license(s), the Partnering Agency is solely responsible for such fees. The District shall bill the Partnering Agency the additional fees upon receipt of an invoice from the Company and/or Associated Businesses, and the Partnering Agency shall remit payment to the District within fifteen (15) days of receipt.

f. Survival. The obligation to pay under this Paragraph 6 survives the termination or expiration of this Agreement.

7. Insurance. Each Party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

8. Notices. Any and all notices, requests, or other communications relating to this Agreement or the performance required herein must be given in writing and transmitted by hand delivery, mail delivery service, US Mail, or electronic mail addressed as follows:

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To District:	North Collier Fire Control and Rescue District Attention: Fire Chief Eloy Ricardo 1885 Veterans Park Dr. Naples, Florida 34109
Email:	ericardo@northcollierfire.com
With copy to:	ebocock@northcollierfire.com
To Partnering Agency:	BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA 8075 Lely Cultural Parkway, Suite: #267 Naples, FL 34113
Email:	Juan.Camps@colliercountyfl.gov
With copy to:	Charles.Kammerer@colliercountyfl.gov

A Party may revise who and where notification shall be provided to by providing the other Party, in writing of such changes, without further amendment to this Agreement.

9. Noncompliance or Default. In the event of noncompliance with any of the terms or conditions of this Agreement, a Party shall provide the noncompliant Party with written notice stating the noncompliance. In the event the noncompliant Party fails to remedy any noncompliance within ten (10) days from the date of receipt of the written notice, the noncompliance shall constitute a default where the notifying Party may immediately terminate this Agreement. The District shall remove the Partnering Agency from the Software immediately upon the failure to remedy any noncompliance as provided for in this paragraph.

10. Termination. Except when a default has occurred, as provided in Paragraph 9, a Party may terminate this Agreement by providing ninety (90) days advance written notice to the other Party. In addition, this Agreement shall automatically terminate if the Service

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Agreement is terminated by the District or the Company. In addition, if a Partnering Agency's governing board did not authorize the costs owed under this Agreement in its annual budget, the Partnering Agency shall provide notice of termination in accordance with this paragraph.

11. Compliance with Applicable Law. The Parties will each comply with all applicable federal, state, and local laws, rules, regulations, and guidelines related to their performance under this Agreement.

12. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the District or Partnering Agency pursuant to Chapter 768, Florida Statutes, and any amendment thereto, or other statute or law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This paragraph shall survive the termination or expiration of this Agreement.

13. Non-Appropriation. The District's obligation to provide Software under this Agreement and the Partnering Agency's obligation to pay for the Software is subject to the respective governing board authorizing the costs in its annual budget. A Party shall notify the other Party if its respective governing board did not authorize the costs owed under this Agreement in its annual budget within ten (10) days of the adoption of its budget and comply with Paragraph 10.

14. Dispute Resolution: Remedies: Attorney's Fees. Before the commencement of any legal proceedings, in the event that the Parties disagree regarding interpretation of this Agreement, or the fulfillment of obligations required hereunder, the Parties must

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meet, within thirty (30) days of written request by either Party (the "Initial Meeting"). The District's Fire Chief and the Partnering Agency's Fire Chief shall be in attendance at the Initial Meeting. Should the dispute not be resolved within thirty (30) days of the Initial Meeting, the Chair of the District's Board of Fire Commissioners and the Chair of the Partnering Agency's governing board shall meet within thirty (30) days in an effort to resolve the dispute (the "Secondary Meeting"). If the dispute is still not resolved within thirty (30) days of the Secondary Meeting, the Parties shall initiate the conflict resolution procedure provided in Chapter 164, Florida Statutes. Should the dispute still not be resolved within thirty (30) days of the dispute resolution procedure provided in Chapter 164, Florida Statutes, the Parties may then pursue any other legal remedies. This Agreement may be enforced in any manner authorized by law and does not preclude any Party from seeking judicial or administrative remedies for violation of the terms and conditions of this Agreement. Each Party shall bear its own costs and attorney's fees related to this matter.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida. The Parties agree that venue lies in Collier County, Florida. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be effected thereby and each term, covenant, and condition of this Agreement will be valid and enforced to the fullest extent permitted by law.

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16. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected thereby and each term, covenant, and condition of this Agreement will be valid and enforced to the fullest extent permitted by law.

17. Authorizations. The Parties represent that the individuals who have signed this Agreement have the actual legal power, right, and authority to enter into this Agreement and bind each respective Party.

18. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.

19. Assignment. No Party shall assign this Agreement without the express prior written consent of the other Parties.

20. Waiver and Default. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and, unless otherwise provided herein, may be amended only in writing, signed by all Parties.

22. Counterparts. The Parties may execute this Agreement in counterparts.

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23. Filing. Upon execution, this Agreement shall be filed by the District with the Clerk of the Circuit Court of Collier County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

Entered into this 5th day of July 2024.

NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT

Audrey Federico
Witness

J. Christopher Lombardo
Chair

Entered into on this _____ day of _____ 2024

ATTEST:
CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

Chris Hall, Chairman

_____, Deputy Clerk

Approved as to form and legality:

Sally A. Ashkar
Assistant County Attorney SAA 9/27/24

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EXHIBIT A

ABSOLUTE SOFTWARE, INC. END-USER LICENSE AGREEMENT FOR NETMOTION MOBILITY, NETMOTION MOBILE IQ AND, NETMOTION MOBILE IQ FOR SPLUNK

IMPORTANT - READ CAREFULLY BEFORE REGISTERING, INSTALLING OR USING THE SOFTWARE:

This Absolute Software, Inc. End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Absolute Software, Inc. ("NetMotion") for the enclosed NetMotion Software products, which includes computer software object code, source code, and associated documentation ("Software"). The terms of this EULA apply to your use of the Software, whether your use is (i) time- limited for "evaluation" purposes ("Evaluation License"); (ii) a subscription for a time period certain ("Subscription License"); (iii) a subscription for a time period certain utilizing NetMotion hosting services ("Subscription Hosted License"); or (iv) a long-term ("Permanent License"). The Software also includes any updates and supplements to the original Software provided to you by NetMotion during the term of your license. Any Third-Party Software provided along with the Software that so requires is licensed to you under the terms of that license agreement as more fully described below.

BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT USE OR INSTALL THE SOFTWARE. IF YOU HAVE PURCHASED THE SOFTWARE, PROMPTLY RETURN THE SOFTWARE AND ALL ACCOMPANYING MATERIALS WITH PROOF OF PURCHASE TO YOUR PLACE OF PURCHASE FOR A REFUND.

1. SOFTWARE LICENSE

The Software is confidential and protected by United States and international patent and copyright laws and treaties, as well as other intellectual property laws and treaties. The Software is licensed to you, not sold, and NetMotion, its suppliers, and licensors retain and reserve all rights not expressly granted herein.

2. LICENSE GRANT

2.1 NetMotion Invoice. The Terms contained in the invoice issued by NetMotion or its authorized Resellers, and in any purchase order issued by you and accepted by NetMotion (hereinafter collectively, "NetMotion Invoice"), are hereby incorporated by reference solely for the purpose of identifying the quantity and type of client and server licenses and modules purchased, the level of maintenance and support to be provided, the rate at which such products and services shall be paid, the payment terms applicable to the licensing of such Software and services, and any express mutually agreed modifications to the terms of this Agreement. The NetMotion Invoice to you identifies which of the following License Grants apply to you:

2.2 Grant of Evaluation License. NetMotion grants you a limited, royalty-free, non- transferable, non-exclusive, license to install and use the Software as an integrated product provided that you comply with the terms and conditions of this EULA. At the conclusion of the evaluation period, you shall be permitted to elect to receive either a Subscription License, Subscription Hosted License, or a Permanent License, whereupon, upon payment by you to NetMotion or its authorized Reseller as provided herein, this EULA shall continue to apply to you in full force and effect with respect to the license you have selected.

2.3 Grant of Subscription License. Upon receipt of payment by NetMotion or its authorized Resellers, as provided herein, if the NetMotion Invoice indicates that you are receiving a Subscription License, NetMotion grants you a limited, royalty-bearing, non-transferable, non-exclusive, revocable license to install and use the Software as an integrated product provided that you comply with the terms and conditions of this EULA. The Subscription License shall run for the time period set forth in the NetMotion Invoice (hereinafter "Subscription Term") and shall be renewable as set forth therein. If you do not purchase a renewal for your Subscription License prior to the expiration of the Subscription Term, your Subscription License will automatically terminate, and this EULA shall no longer apply. If you wish to reinstate your expired Subscription License, you will be required to agree to the then-current EULA and/or you may be subject to the payment of additional fees and expenses.

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2.4 Grant of Subscription Hosted License. Upon receipt of payment by NetMotion or its authorized Resellers, as provided herein, if the NetMotion Invoice indicates that you are receiving a Subscription Hosted License, NetMotion grants you a limited, non-transferable, non-exclusive, revocable license (i) to install and use the client component of the Software on your authorized End-User device(s) as an integrated product provided that you comply with the terms and conditions of this EULA and (ii) to use the NetMotion hosting services (hereinafter NetMotion Host Services") in conjunction with authorized End-User device(s). You acknowledge that at no time shall you be entitled to download, distribute, copy, modify, install or otherwise redistribute the server component of the Software.

The Subscription Hosted License shall run for the time period set forth in the NetMotion Invoice (hereinafter "Subscription Term") and shall be renewable as set forth therein. If you do not purchase a renewal for your Subscription Hosted License prior to the expiration of the Subscription Term, your Subscription Hosted License will automatically terminate, and this EULA shall no longer apply. If you wish to reinstate your terminated Subscription Hosted License, then you will be required to agree to the then- current EULA and/or you may be subject to the payment of additional fees and expenses.

Upon expiration of the Subscription Term or termination of the Subscription Hosted License, NetMotion reserves the right to deny access to the NetMotion Host Services and to withhold, remove and/or discard, delete or destroy any content or data stored on the host server without notice to you.

2.5 Grant of Permanent License. Upon receipt by NetMotion or its authorized Resellers of payment, as provided herein, if the NetMotion Invoice indicates that you are receiving a Permanent License, NetMotion grants you a perpetual, fully paid-up, non-transferable, non-exclusive, worldwide (subject to applicable export restrictions) limited license to install and use the Software as an integrated product for internal business purposes, provided that you comply with the terms and conditions of this EULA.

2.6 Grant of Source Code License for Mobile IQ App for Splunk. The Mobile IQ App for Splunk includes certain proprietary source code files that are confidential and licensed for internal business use only. If you have a license to install and use Mobile IQ App for Splunk, you may modify the source code files. However, after any such modification, the source code files will not be supported by NetMotion or be covered by any warranty under the license agreement. The source code licensed to you under this Section 2.6, is a limited, non-transferable, revocable license to install and use the modified source code files for the duration of the software licensed to you to use Mobile IQ for Splunk. The source code license granted in this Section 2.6 does not grant you any ownership or perpetual rights in the modified source code files and you shall not sell, lease, share or transfer the source code files to any other party.

2.7 Installation and Use of Server Component. Unless you are operating under the Subscription Hosted License, you may install and use one copy of the server component of the Software on each Server(s) you are licensed to use. For purposes of this EULA, "Server" means any computer on which the server component of the Software is installed or used. You acknowledge that, if you are operating under the Subscription Hosted License, at no time shall you be entitled to download, distribute, copy, modify, install or otherwise redistribute the server component of the Software.

2.8 Installation and Use of Client Component. You may install the number of copies of the client component of the Software for which you have obtained a license on devices solely for your internal use only.

2.9 Access to Database. You agree to provide NetMotion access to the Software data subject to the terms and conditions set forth in Section 16.

2.10 Reservation of Rights. NetMotion, its suppliers and licensors reserve all rights not expressly granted to you under this EULA.

3. LIMITATIONS

3.1 Limitations on Use, Modifying, Copying, Publishing and Redistributing. The Software is solely licensed to you as an integrated product for use in your internal business. NetMotion and its suppliers and licensors

retain all rights, title, interest and ownership of the Software, and all modifications and copies thereof, including all copyrights, proprietary rights, and other intellectual property rights therein. Except as expressly provided in this EULA, you may not, nor permit others to modify, separate out, embed within other products, make copies, publish for others to copy, or redistribute the Software or the printed materials accompanying the Software for any purpose outside the scope of this Agreement. You may, if licensed hereunder, make copies of the Software only for archival and backup purposes and one copy of electronic documentation accompanying the Software for each license you have acquired for the Software. You must include all applicable copyright notices and other proprietary rights legends that come with the Software, unaltered and unobscured, in any copies you make. You may keep the original media, if any, on which NetMotion provided the Software solely for backup or archival purposes. If the original media is required to use the Software, you may make one copy of the Software solely for backup or archival purposes. You shall not provide copies of the Software, or any portion thereof, whether integrated or standalone, to any third party.

3.2 Limitations on Reverse Engineering, Decompiling and Disassembly. The Software in both object code and source code form includes valuable and confidential trade secret information of NetMotion and its licensors. You may not disclose or modify the Software or make derivative works thereof, reverse engineer, decompile, or disassemble the Software or otherwise attempt to gain access to the source code for the Software, except and only to the extent expressly permitted by the terms of this EULA and applicable law notwithstanding this limitation.

3.3 Limitations on Transfer. You may not rent, lease, sell, sublicense, lend or otherwise transfer or assign your rights or obligations under this EULA to any person or entity without the prior written consent of NetMotion. Such consent may be conditioned on the payment of additional license fees or the imposition of additional transfer restrictions.

4. TERMINATION

4.1 Term of Agreement. The term of this Agreement shall commence on the date on which you accept this EULA and shall continue until the respective license terminates or is revoked and terminated as provided herein.

4.2 Evaluation License. If you have received an Evaluation License, your license to such version of the Software will terminate the date the Evaluation License times out or expires.

4.3 Subscription License. If you have received a Subscription License or a Subscription Hosted License, your subscription to the Software will automatically terminate at the end of the Subscription Term unless you have renewed the subscription before the expiration of the Subscription Term. With respect to the Subscription Hosted License, upon termination or expiration of the Subscription Term, NetMotion reserves the right to deny you access to the NetMotion Host Services and to withhold, remove and/or discard, delete or destroy any content stored on the host server without notice to you.

4.4 Termination. If you violate any term of this EULA, NetMotion may revoke and terminate the license and rights granted hereunder in this EULA without waiving any other rights.

4.5 Effect of Termination. If your license terminates or is revoked and terminated for any reason, this EULA automatically terminates and you must immediately cease using and destroy all copies of the Software and other confidential information, if any, of NetMotion or its licensors, and, on request of NetMotion, certify said destruction. All amounts paid by you to NetMotion or its authorized Resellers prior to termination shall be non-refundable. No termination of this Agreement shall in any way affect the rights, duties or obligations of either you or NetMotion which have accrued prior to the date of such termination.

5. CONFIDENTIALITY

5.1 Definition. "Confidential Information" means any information, technical data, or know-how marked or considered confidential or proprietary by either party to this EULA disclosed by a party ("Discloser") to the other party ("Recipient") in connection with the use or provision of the Software that is either marked confidential or would reasonably be considered as confidential under the circumstances. Despite the foregoing, Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already lawfully knew; (c) was rightfully given to the Recipient by an unaffiliated third party without restriction on

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disclosure; or (d) was independently developed by the Recipient without reference to the Discloser's Confidential Information.

5.2 Restrictions on Disclosure and Use. The Recipient will: (a) protect the Discloser's Confidential Information using commercially reasonable efforts; (b) use the Discloser's Confidential Information only as permitted by this EULA; and (c) not disclose the Discloser's Confidential Information without the Discloser's prior consent, except to those persons who need to those affiliates, employees and professional advisors who have a need to know it and have agreed in writing to keep it confidential on terms comparable to those un this Section. The Recipient may disclose the Discloser's Confidential Information when and to the extent required by law or legal process, but only after Recipient, if permitted by law, uses reasonable efforts to notify the Discloser before disclosure of Discloser's Confidential Information.

6. SAFEGUARDS/AUDIT RIGHTS

You agree to: (i) implement internal safeguards to prevent any unauthorized copying, distribution, modification or use of the Software; (ii) provide NetMotion written certification of the number of copies of the Software installed or used on request, and (iii) to allow NetMotion to audit your premises and systems for compliance with this EULA during regular business hours. NetMotion will pay for the cost of the audit unless the audit shows a discrepancy in the number of copies of the Software used over the licenses you have acquired, in which event, you shall pay for the cost of the audit.

7. INDEMNITY

7.1 Your Indemnity Obligation to NetMotion. You hereby agree to indemnify and hold harmless NetMotion from and against any claim, action, proceeding, loss, liability, judgment, penalty, obligation, damage or cost, including attorneys's fees, which arise from or relate to (1) your breach of any obligation set forth in this EULA and (2) your negligent act(s) or omission(s). You will undertake at your cost the defense of any claim, suit or proceeding with counsel reasonably acceptable to NetMotion. NetMotion reserves the right to participate in the defense of the claim, suit, or proceeding at NetMotion's expense, with counsel of NetMotion's choosing.

7.2 NetMotion's Indemnity Obligation to You. NetMotion shall, at its cost and expense, defend and/or settle any claim brought against you by an unaffiliated third party alleging that your use of the NetMotion Service infringes or violates any third party's patent, trademark or copyright rights. However, you must (1) provide NetMotion with prompt written notice of any such claim; (2) agree to give NetMotion sole control of the defense and settlement of the claim; and (3) provide reasonable cooperation and assistance to NetMotion, at NetMotion's expense. NetMotion shall not be required to indemnify you in the event of any unauthorized modification or use of the Software by you under this EULA.

8. EXPORT LAWS; FOREIGN CORRUPT PRACTICES

You acknowledge that the Software is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software, including the US Export Administration Regulations (15 CFR, Parts 730-774), as well as end- user, end-use and destination restrictions issued by U.S. and other governments. The Software contains encryption and cannot be exported outside the United States or Canada without a U.S. Commerce Department export license or applicable license exception. You agree that you will not directly or indirectly export, re-export or import the Software (or portions thereof) other than to Canada, without first obtaining an export license or determining that a license exception is authorized and applicable and notifying NetMotion in writing of such export. You further agree that you will avoid any activity that violates U.S. or local laws, including the U.S. Foreign Corrupt Practices Act.

9. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software is commercial computer software and documentation developed exclusively at private expense, and in all respects is proprietary data belonging solely to NetMotion. If the Software is acquired by or on behalf of agencies or units of the Department of Defense (DoD), then, pursuant to DoD FAR Supplement Sections 227.7201 through 227.7202 and its successors (48 C.F.R. 227.7201-227.7202) the Government's right to use,

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reproduce or disclose the Software is subject to the restrictions of this EULA. If the Software is acquired by or on behalf of civilian agencies of the United States Government, then, pursuant to FAR Sections 2.101 and 12.212 and its successors (48 C.F.R. 2.101 and 48 C.F.R. 12.212), the Government's right to use, reproduce or disclose the Software is subject to the restrictions of this EULA.

10. GOVERNING LAW AND ATTORNEYS' FEES

Without regard to the conflict of laws rules, this EULA is governed by the laws of the State of Washington, USA, and specifically excludes the United Nations Convention on Contracts for the International Sale of Goods. In any action or suit to enforce any right or remedy under this EULA or to interpret any provision of this EULA, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

11. LIMITED WARRANTY

11.1 Warranty. For a period of ninety (90) days from the date of shipment or download from NetMotion of the Software, NetMotion warrants that (a) the unmodified Software will perform substantially in accordance with the accompanying written materials when used as directed, and (b) the media upon which the Software is delivered will be free of defects. This Limited Warranty is void if failure of the Software has resulted from modification, accident, abuse, or misapplication.

11.2 Limited Disclaimer. With respect to the Subscription Hosted License, you understand that, from time to time, the hosting services MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NETMOTION IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

12. EXCLUSIVE REMEDY AND DISCLAIMER OF WARRANTIES

Your exclusive remedy with respect to any breach of the Limited Warranty is, at NetMotion's option, either repair or replacement of the non-conforming Software or return of the pro- rata price you paid for the non-conforming Software. You must return all non-conforming Software to NetMotion with your proof of purchase to be entitled to this remedy. Outside the United States, neither these remedies nor any product support services offered by NetMotion are available without proof of your purchase from an authorized international source. TO THE FULL EXTENT PERMITTED BY LAW, NETMOTION AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE.

13. LIMITATION OF LIABILITY

NETMOTION AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF NETMOTION OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF NETMOTION AND ITS LICENSORS UNDER THIS AGREEMENT AND LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE THAT CAUSES THE DAMAGE.

14. THIRD PARTY SOFTWARE

The Software may contain or be distributed with software code or products from third parties ("Third Party Software"). NetMotion has secured all necessary rights from such third parties to use, distribute and sublicense such Third-Party Software in conjunction with the Software. Any Third-Party Software so requiring, is sub-licensed to you under the terms of that Third-Party Software license. The terms of any such Third-Party Software license apply

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only to the specific software code or product of the named third-party and do not extend to any other portion of the Software licensed by NetMotion or other third-party intellectual property, including trademarks. In any event, the disclaimer of warranty and limitation of liability provisions of this EULA shall apply to all of the Software. Applicable Third-Party Software licenses are available at https://netmotionsoftware.com/legal-and-copyright/.

15. ENTIRE AGREEMENT

This EULA constitutes the entire agreement between you and NetMotion with respect to your right to use the Software, and replaces all other agreements or representations, whether written or oral. Terms contained in the invoice(s) issued by NetMotion or its authorized Resellers, and in any purchase order issued by you and accepted by NetMotion or its authorized Resellers, are hereby incorporated by reference solely for the purpose of identifying the quantity and type of client and server licenses and modules purchased, the level of maintenance and support to be provided, the rate at which such products and services shall be paid and the payment terms applicable to the licensing of such Software and services. The terms of this EULA cannot be modified by any terms in any printed forms used by the parties in performing the EULA and can only be modified by express written agreement and consent of both parties as set forth in the applicable NetMotion Invoice. If any part of this EULA is held to be unenforceable as written, it will be enforced to the maximum extent allowed by applicable law and will not affect the enforceability of any other part. The original of this EULA is in English. If it is translated into another language, the English language version shall prevail.

16. PRIVACY

16.1 Information Collected. The Software collects network, performance, and usage information from licensed devices within an End-User's mobile deployment. The types of personally identifiable information collected vary by the type of device and may include but are not limited to device names, logged-in username, phone number, adapter serial number, and application names, correlated with location information. For a complete list of information collected, consult the applicable product documentation. The information is collected from each licensed device and transmitted via a secure connection to the respective servers operated by the Customer and/or NetMotion, as applicable.

16.2 Your Use of Information Collected. You understand the Software is capable of permitting you to use the information identified in Section 16.1 to determine when and where a device has been used, and may also be used to display maps that show traces, coverage, connections, network performance and other collected information plotted for one or more devices during a specified time- period. You further understand and acknowledge that licensed devices contribute information that are individually identifiable and that correspond to the actual date and time of data generation, enabling review and analysis of collected information.

16.3 Privacy and Access to the Information. Access to personally identifiable information collected and stored in the Software is only by authorized users via log-in controlled by username and password. Username and password accounts are established by End-User's Software administrator(s). PDF files, KML location files, and image files containing personally identifiable information and map information can be configured, exported and saved by an authorized Software user or administrator. These features are provided by the Software to allow End-Users to analyze, document and archive the information. These files contain no inherent encryption and contain personally identifiable information and you agree to take reasonable precautions to properly secure the personally identifiable information in accordance with End-User's privacy information policies and applicable state and federal laws.

16.4 Privacy and commitment to security. The Software employs physical, electronic, and administrative controls to enable End-Users to safeguard and prevent unauthorized access to the information collected.

16.5 NetMotion's Access and Use of Information. You understand and acknowledge that NetMotion may access and use the information collected as described in Section 16.1 of this EULA as follows:

a. To perform routine maintenance, technical support or help, troubleshooting, debugging of the Software, quality control checks, product development, research leading to new product offerings, and the like, during the term of this EULA; and

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b. NetMotion may use the information collected by the Software as described in Section 16.1 for one or more of the purposes set forth in Section 16 and may share such information with unrelated third parties, provided however, that NetMotion shall not disclose personally identifiable information to unrelated third parties, unless required by court order, law, regulation or the like.

c. Privacy notice. The NetMotion online privacy statement is available at https://www.netmotionsoftware.com/privacy.

Revision Date: July 19, 2022

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INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10230314

NORTH COLLIER FIRE RESCUE
1885 VETERANS PARK DR
NAPLES FL 34109-0492

SHIP-TO

NORTH COLLIER FIRE RESCUE
1885 VETERANS PARK DR
NAPLES FL 34109-0492

Quotation

Quotation Number	: 0226732021
Document Date	: 04-OCT-2023
PO Number	:
PO release:	: NETMOTION RENEWAL
Sales Rep	: Ricardo Pryor
Email	: RICARDO.PRYOR@INSIGHT.COM
Telephone	: +14804096992
Sales Rep 2	: Janis McCoy
Email	: JANIS.MCCOY@INSIGHT.COM
Telephone	: +18136377048

We deliver according to the following terms:

Payment Terms	: Net 30 days
Ship Via	: Electronic Delivery
Terms of Delivery	: FOB DESTINATION
Currency	: USD

quote is valid until November 15, 2023.

Material	Material Description	Quantity	Unit Price	Extended Price
NMCOMPCONRNW-NCF	NETMOTION FULL ACCESS TO THE NETMOTION Coverage Dates: 16-NOV-2023 - 15-NOV-2024 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 137.99 Discount: 14.066%	85	118.58	10,079.30

Product Subtotal	10,079.30
TAX	0.00
Total	10,079.30

PURCHASE ORDER REQUIREMENTS:
Quote Number:226732021

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

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Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
+18136377048
JANIS.MCCOY@INSIGHT.COM
Fax +18136377093

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

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Executive Summary

Recommendation to award Construction Invitation to Bid ("ITB") No. 24-8278, "Hurricane Ian Repairs – Clam Pass Parking Lot Wall," to Capital Contractors, LLC., in the amount of $129,750, approve an owner's allowance of $5,200 for potential unforeseen conditions, and authorize the Chairman to sign the attached Agreement.

OBJECTIVE: Approval to award ITB No. 24-8278 to Capital Contractors, LLC to repair damage caused by Hurricane Ian to the Clam Pass Parking Lot Wall.

CONSIDERATIONS: The parking lot wall of Clam Pass Park experienced flooding and wind damage during Hurricane Ian. The scope of the Hurricane Ian Repairs Clam Pass Parking Lot Wall project includes replacing the damaged wall panels and the metal gate and grading and planting areas where fill loss occurred. The contractor must fully restore the wall and its immediate surroundings to their pre-storm condition.

On July 19, 2024, the Procurement Services Division issued ITB No. 24-8278, "Hurricane Ian Repairs - Clam Pass Parking Lot Wall." The County received two bids by the September 18, 2024, deadline, as summarized below:

Company Name	City	County	ST	Bid Amount	Responsive/ Responsible
Capital Contractors, LLC	Naples	Collier	FL	$129,750	Yes/Yes
Douglas N. Higgins, Inc	Naples	Collier	FL	$242,380	Yes/Yes

Staff reviewed the two bids and found both bidders responsive and responsible, with Capital Contractors, LLC ("Capital") as the lowest, responsive, and responsible bidder. Staff recommends awarding the attached Agreement to Capital in the low bid amount of $129,750. In addition to the bid amount, staff is allocating $5,200 as an Owner's Allowance to be utilized for unforeseen conditions encountered during construction, which will be included in the Purchase Order. Use of the allowance will be as directed by the County, with proper supporting documentation to be submitted by the contractor for any additional work that is authorized and completed.

The County's engineering consultant, Taylor Engineering, Inc., evaluated the bids and determined that Capital met all the qualifications required for this project. Capital submitted the lowest, most responsive, and most responsible bid. Therefore, staff recommends that the attached Agreement be awarded to Capital for the total contract amount of $129,750, plus the Owner's Allowance of $5,200, which will be used as directed by the County only if necessary.

FISCAL IMPACT: Funding in the amount of $134,950.00 is available within the Disaster Fund (1813), Project 50280.

GROWTH MANAGEMENT IMPACT: There is no Growth Management Impacts associated with this Executive Summary.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: To award ITB No. 24-8278, "Hurricane Ian Repairs – Clam Pass Parking Lot Wall," to Capital Contractors, LLC., in the amount of $129,750, approve an owner's allowance of $5,200, and authorize the Chairman to sign the attached Agreement.

PREPARED BY: Tony Barone, Project Manager Supervisor, Facilities Management

ATTACHMENTS:

1. 24-8278 - DELORA
2. 24-8278 NORA
3. 24-8278 - Solicitation
4. 24-8278 VendorSigned_Capital
5. 24-8278 - Bid Tabulation
6. 24-8278 COI in Compliance__Capital

Rita Iglesias
Collier County Procurement
3295 Tamiami Trail East
Naples, FL 34112-5361

10/22/24

RE: Design Entity Letter of Recommended Award
Solicitation No. 24-8278 Hurricane Ian Repairs – Clam Pass Parking Lot Wall

Dear Ms. Iglesias:

Bids were received for the above-referenced project by Collier County on September 18, 2024. Taylor Engineering (EOR) has completed our review of the bid submitted by the lowest bidder for this project, and we are pleased to provide the following award recommendation.

The scope of the Hurricane Ian Repairs – Clam Pass Parking Lot Wall project includes replacing the damaged wall panels, replacing the metal gate, and grading and planting areas where fill loss occurred during Hurricane Ian.

Collier County Procurement's review of the bid tabulations determined that the apparent low bidder is Capital Contractors, LLC with a bid of $129,750.00. Taylor Engineering was provided with the Bid Schedule for Capital Contractors, LLC. Capital Contractors, LLC bid is approximately 18% higher than the Engineer's Opinion of Probable Construction Cost (OPC) of $110,000.00. The Contractor's bid for the manufacturing and installation of wall sections exceeded the Engineer's estimate. The wall consists of prefabricated reinforced concrete elements which are pre-engineered and installed by a specialty fabricator. For this reason, cost data for materials, fabrication, and installation (labor) were scarce and the limited number suppliers hindered competitive bid pricing. However, given the current market volatility, the Engineer deems this cost acceptable for the project.

References were provided, and the completed Vendor Reference Check Logs for each reference are attached hereto. The project references provided by Capital Contractors, LLC were all contacted, and Taylor Engineering determined the references contain sufficient relevant experience with similar projects to demonstrate the required successful experience to complete the project.

Capital Contractors, LLC has been authorized to transact business in the State of Florida since 2017. Capital Contractors, LLC is registered with the Florida Department of Business and Professional Regulation as a Construction Business, which is registered as current and active.

Collier County has worked successfully with Capital Contractors, LLC on several previous projects. Based on their experience with Collier County, favorable performance reviews and adequate licensing, Capital Contractors, LLC is a qualified firm to conduct the requested work. Based on the above information, Taylor Engineering recommends Capital Contractors, LLC be awarded the Hurricane Ian Repairs – Clam Pass Parking Lot Wall project in the amount of $129,750.00.

Should there be any questions, please feel free to contact our office.

Sincerely,



Jake Sydnor, PE
Project Manager, Waterfront Engineer

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:	19-7525/2018-006	**Reference Check by:**	Emilee Wissmach, E.I.
Solicitation Title:	Conner Park Paver Sidewalks	**Date:**	10/22/24
Bidder's Name:	Capital Contractors	**Phone:**	(904)256-1304
Design Entity:	McGee & Associates		

REFERENCED PROJECT:

Project Name:	Paver Sidewalks at Vanderbilt Dr. and Bluebill Ave.	**Project Location:**	Intersection of Vanderbilt Dr. and Bluebill Ave.
Project Description:	Installed paver sidewalks		
Completion Date:	12/2021	**Contract Value:**	$229,853.35
Project Owner/Title:	Collier County		
Owner's Address:	3335 Tamiami Trail E, Naples, FL 34112	**Phone:**	(239)252-4980
Owner's Contact Person:	Harry Sells/Judy Sizensky (replaced previous PM)	**E-Mail:**	Judith.Sizensky@colliercountyfl.gov

1. **Was project completed timely and within budget? (If not, provide detail)**
   Yes

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Yes

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   Yes, the work was above satisfactory.

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Yes, the project ran smoothly. There were no changes throughout the project.

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Yes

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   No

7. **Additional comments:**

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:	19-7525	**Reference Check by:**	Emilee Wissmach, E.I.
Solicitation Title:	General Contractors	**Date:**	10/14/24
Bidder's Name:	Capital Contractors, LLC	**Phone:**	(904)256-1304
Design Entity:			

REFERENCED PROJECT:

Project Name:	Bluebill VBR Fence & Signs	**Project Location:**	Vanderbilt Beach at the corner of Vanderbilt Drive and Bluebill Ave.
Project Description:	Constructed a fence and two entry signs		
Completion Date:	11/2020	**Contract Value:**	$287,050.00
Project Owner/Title:	Collier County		
Owner's Address:	3335 Tamiami Trail E, Naples, FL 34112	**Phone:**	(239)252-4980
Owner's Contact Person:	Harry Sells/Judy Sizensky (replaced previous PM)	**E-Mail:**	Judith.Sizensky@colliercountyfl.gov

1. **Was project completed timely and within budget? (If not, provide detail)**
   Yes, the project was completed on time and within budget.

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Yes, all submittals were satisfactory.

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   The construction was exceptional.

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Per the documents on file, there were no changes or issues during or after construction.

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Yes, closeout was completed with no issues.

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   No

7. **Additional comments:**

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:		**Reference Check by:**	Emilee Wissmach, E.I.
Solicitation Title:		**Date:**	10/14/24
Bidder's Name:	Capital Contractors, LLC	**Phone:**	(904)256-1304
Design Entity:			

REFERENCED PROJECT:

Project Name:	100418 CC Clam Pass Concession	**Project Location:**	465 Seagate Dr Naples, FL 34103
Project Description:	Clam Pass concession renovation		
Completion Date:	09/21	**Contract Value:**	$134,293.50
Project Owner/Title:	Collier County		
Owner's Address:	3335 Tamiami Trail E, Naples, FL 34112	**Phone:**	(239)821-2546
Owner's Contact Person:	James Williams	**E-Mail:**	James.Williams@colliercountyfl.gov

1. **Was project completed timely and within budget? (If not, provide detail)**
   We did experience some supply chain issues, causing delays, but those were communicated by the vendor.

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Yes, our team was able to meet on site with the vendor and subcontractors numerous times to solidify the submittal.

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   Yes, upon demolition a few unknown conditions were brought to light causing changes in the construction plan.

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Even with the supply chain issues and unknown conditions, the overall process did run smooth as the vendor and management has clear communication.

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   There were delays/changes required through permitting. The hire vendor did work through them to completion.

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   No warranty issues.

7. **Additional comments:**

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:	19-9601	**Reference Check by:**	Emilee Wissmach, E.I.
Solicitation Title:	GMD Generator and Facility Design Improvements	**Date:**	10/14/24
Bidder's Name:	Capital Contractors, LLC	**Phone:**	(904)256-1304
Design Entity:			

REFERENCED PROJECT:

Project Name:	GMD Generator and Facility Design Improvements	**Project Location:**	2800 N Horseshoe Dr, Naples, FL 34112
Project Description:	Installed GMD generator and facility design improvements		
Completion Date:	09/20	**Contract Value:**	$423,650.00
Project Owner/Title:	Collier County		
Owner's Address:	3335 Tamiami Trail E, Naples, FL 34112	**Phone:**	(239)438-5310
Owner's Contact Person:	Thomas Orr	**E-Mail:**	Thomas.Orr@colliercountyfl.gov

1. **Was project completed timely and within budget? (If not, provide detail)**
   Yes, the project was completed timely and within budget.

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Yes, the submittal/review process was performed satisfactorily.

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   Yes, the construction process was performed satisfactorily.

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Yes, the process ran smoothly without changes.

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Yes, the contract closeout process was performed satisfactorily.

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   No warranty issues.

7. **Additional comments:**

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:		**Reference Check by:**	Emilee Wissmach, E.I.
Solicitation Title:		**Date:**	10/14/24
Bidder's Name:	Capital Contractors, LLC	**Phone:**	(904)256-1304
Design Entity:			

REFERENCED PROJECT:

Project Name:	SNF Wading Pool	**Project Location:**	15000 Livingston Rd, Naples, FL 34109
Project Description:	Wading pool improvements		
Completion Date:	05/22	**Contract Value:**	$150,000.00
Project Owner/Title:	Collier County		
Owner's Address:	3335 Tamiami Trail E, Naples, FL 34112	**Phone:**	(239)252-5337
Owner's Contact Person:	Dayne Atkinson	**E-Mail:**	Dayne.Atkinson@colliercountyfl.gov

1. **Was project completed timely and within budget? (If not, provide detail)**
   Yes, the project was completed timely and within budget.

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Yes, the submittal/review process was performed satisfactorily.

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   Yes, the construction process was performed satisfactorily.

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Yes, the process ran smoothly without changes.

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Yes, the contract closeout process was performed satisfactorily.

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   No warranty issues.

7. **Additional comments:**

Docusign Envelope ID: 838B7CA9-8757-42DD-A08E-CC7A56FD7EB9

Collier County

Notice of Recommended Award

Solicitation: 24-8278	Title: Hurricane Ian Repairs - Clam Pass Parking Lot Wall

Due Date and Time: September 18th, 2024, at 3:00 PM EST

Respondents:

Company Name	City	County	State	Final Ranking	Responsive/Responsible
Capital Contractors, LLC	Naples	Collier	FL	$129,750.00	Yes/Yes
Douglas N. Higgins, Inc.	Naples	Collier	FL	$242,380.00	Yes/Yes

Utilized Local Vendor Preference: Yes ☐ No ☐ N/A

Recommended Vendor(s) For Award:
On July 19, 2024, the Procurement Services Division issued Construction Invitation to Bid (ITB) No. 24-8278, "Hurricane Ian Repairs - Clam Pass Parking Lot Wall", to two thousand ninety-three (2,093) vendors. The ITB was advertised for a total of sixty-one (61) days. Five hundred and nine-nine (599) vendors viewed the bid package, and the County received two (2) bids by the September 18, 2024, submission deadline.

Staff reviewed the bids received. Both bidders were deemed responsive and responsible. Staff determined that Capital Contractors, LLC, is the lowest responsive and responsible bidder.

Staff recommends the contract be awarded to Capital Contractors, LLC, the lowest responsive and responsible bidder, for the total bid amount of $129,750.00. In addition to the total bid amount, staff has allocated $5,200.00 in Owner's Allowance, for Owner's use as directed.

Contract Driven ■ Purchase Order Driven ☐

Required Signatures

Project Manager: Signed by: Michael Levy 10E9FD0E1890473... 10/25/2024

Procurement Strategist: Signed by: Rita Iglesias AC96D7BEEA40444... 10/25/2024

Procurement Services Director:
DocuSigned by: Sandra Srnka 3ECCC8279B554F5...
Sandra Srnka

10/25/2024
Date

COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION INVITATION TO BID

FOR

Hurricane Ian Repairs - Clam Pass Parking Lot Wall

SOLICITATION NO.: 24-8278

MATTHEW WEBSTER, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMIAMI TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-8491
Matthew.webster@colliercountyfl.gov (Email)

This proposal solicitation document is prepared in a Microsoft Word format (Rev 8/22/2017). Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

Collier County
Procurement Services Division

INVITATION TO BID - COUNTY BID NO. 24-8278
Hurricane Ian Repairs - Clam Pass Parking Lot Wall

Sealed bids for the construction of Hurricane Ian Repairs - Clam Pass Parking Lot Wall will be received electronically until **3:00 P.M. LOCAL TIME**, on the **4th** day of **September, 2024 on the County's on-line bidding system:** https://procurement.opengov.com. All bids will be publicly opened and read aloud. Any bids received after the time and date specified will not be accepted and shall be returned unopened to the Bidder. The anticipated project budget is: $96,500.00.

A non-mandatory pre-bid conference shall be held at the Clam Pass Park, 465 Seagate Dr, Naples, FL 34103, at **10 a.m. LOCAL TIME** on the **29th** day of **July, 2024**, at which time all prospective Bidders may have questions answered regarding the Bidding Documents for this Project.

Bids shall be received on line by the Bid Date of September 4, 2024. No bid shall be considered unless it is made on unaltered Bid forms which are included in the Bidding Documents. One contract will be awarded for all Work. Bidding Documents may be examined on the Collier County Procurement Services Division Online Bidding System website: https://procurement.opengov.com. Copies of the Bidding Documents may be obtained only from the denoted website. Bidding Documents obtained from sources other than the Collier County Procurement Services Division website may not be accurate or current.

Each bid shall be accompanied by a certified or cashier's check or a Bid Bond in an amount not less than five percent (5%) of the total Bid to be retained as liquidated damages in the event the Successful Bidder fails to execute the Agreement and file the required bonds and insurance within ten (10) calendar days after the receipt of the Notice of Award. The Successful Bidder acknowledges and agrees that it shall execute the Agreement in the form attached hereto and incorporated herein.

The Successful Bidder shall be required to furnish the necessary Payment and Performance Bonds, as prescribed in the General Conditions of the Contract Documents. All Bid Bonds, Payment and Performance Bonds, Insurance Contracts and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. Attorneys-in-fact that sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

In order to perform public work, the Successful Bidder shall, as applicable, hold or obtain such contractor's and business licenses, certifications and registrations as required by State statutes and County ordinances. Before a contract will be awarded for the Work contemplated herein, the Owner shall conduct such investigations as it deems necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified in the Bidding Documents. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

The Successful Bidder shall be required to finally complete all Work within **One Hundred and Eighty (180)** calendar days from and after the Commencement Date specified in the Notice to Proceed. The final completion days includes substantial completion days of **One Hundred and Fifty (150)** calendar days, with an additional **Thirty (30)** calendar days to final completion. Should Contractor fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **One Hundred and Three Dollars** (**$103.00**) for each calendar day thereafter until Substantial Completion is achieved. Unless otherwise specified, work will be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. The Owner reserves the right to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents, and to postpone the award of the contract for a period of time which, however, shall not extend beyond one hundred eighty (180) days from the bid opening date without the consent of the Successful Bidder.

BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY, FLORIDA

BY: /s/ Sandra Srnka
Director, Procurement Services Division

FORM 1 - BID RESPONSE FORM

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Hurricane Ian Repairs - Clam Pass Parking Lot Wall
BID NO. 24-8278

Full Name of Bidder_____

Main Business Address_____

Place of Business_____

Telephone No. _____Fax No._____

State Contractor's License #_____

State of Florida Certificate of Authority Document Number_____

Federal Tax Identification Number_____

DUNS # _____ CCR# _____ Cage Code _____

To: BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
(hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is submitted without collusion with any other person, firm or corporation; that it has carefully examined the location of the proposed Work, the proposed form of Agreement and all other Contract Documents and Bonds, and the Contract Drawings and Specifications.

Bidder proposes, and agrees if this Bid is accepted, Bidder will execute the Agreement included in the Bidding Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

Unit prices shall be provided in no more than two decimal points, and in the case where further decimal points are inadvertently provided, rounding to two decimal points will be conducted by Procurement Services Division staff.

Upon notification that its Bid has been awarded, the Successful Bidder will execute the Agreement form attached to the Bidding Documents within ten (10) calendar days and deliver the Surety Bond or Bonds and Insurance Certificates as required by the Contract Documents. The bid security attached is to become the property of the Owner in the event the Agreement, Insurance Certificates and Bonds are not executed and delivered to Owner within the time above set forth, as liquidated damages, for the delay and additional expense to the Owner, it being recognized that, since time is of the essence, Owner will suffer financial loss if the Successful Bidder fails to execute and deliver to Owner the required Agreement, Insurance Certificates and Bonds within the required time period. In the event of such failure, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from the Successful Bidder in the event it fails to execute and deliver the Agreement, Insurance Certificates, and Bonds as required hereunder. The Successful Bidder hereby expressly waives and relinquishes any right which it may have to seek to characterize the

above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of bidding if the Successful Bidder fails to execute and deliver the Agreement, Insurance Certificates, and Bonds in a timely manner.

Upon receipt of the signed and approved agreement and Purchase Order, the undersigned proposes to commence work at the site within five (5) calendar days from the commencement date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) commencement date. The undersigned further agrees to substantially complete all work covered by this Bid within **One Hundred and Fifty (150)** consecutive calendar days, computed by excluding the commencement date and including the last day of such period, and to be fully completed to the point of final acceptance by the Owner within **Thirty (30)** consecutive calendar days after Substantial Completion, computed by excluding commencement date and including the last day of such period.

Acceptance and acknowledged by an Authorize Agent

Signature:_____

Title:_____

Date:_____

FORM 2 - CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Hurricane Ian Repairs - Clam Pass Parking Lot Wall
Bid No. 24-8278

Name	Personnel Category
	Construction Superintendent
	Project Manager

FORM 3 - MATERIAL MANUFACTURERS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

All Bidders shall confirm by signature that they will provide the manufacturers and materials outlined in this Bid specifications, including compliance with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal. Exceptions (when equals are acceptable) may be requested by completing the Material Manufacturer Exception List below. If an exception for a manufacturer and/or material is proposed and listed below and is not approved by Engineer/Project Manager, Bidder shall furnish the manufacturer named in the specification. Acceptance of this form does not constitute acceptance of material proposed on this list.

Complete and sign section A OR B.

Section A (Acceptance of all manufactures and materials in Bid specifications)

On behalf of my firm, I confirm that we will use all manufacturers and materials as specifically outlined in the Bid specifications.

Company: _____

Signature: _____ Date: _____

Section B (Exception requested to Bid specifications manufacturers and materials)

	EXCEPTION MATERIAL	EXCEPTION MANUFACTURER
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Please insert additional pages as necessary.

Company: _____-_____

Signature:_____ Date _____

FORM 4 - LIST OF MAJOR SUBCONTRACTORS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

The undersigned states that the following is a list of the proposed subcontractors for the major categories outlined in the requirements of the Bid specifications.

The undersigned acknowledges its responsibility for ensuring that the Subcontractors for the major categories listed herein are "qualified" (as defined in Ordinance 2017-08 and Section 15 of Instructions to Bidders) and meet all legal requirements applicable to and necessitated by the Contract Documents, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The Owner reserves the right to disqualify any Bidder who includes non-compliant or non-qualified Subcontractors in its bid offer. Further, the Owner may direct the Successful Bidder to remove/replace any Subcontractor, at no additional cost to Owner, which is found to be non-compliant with this requirement either before or after the issuance of the Award of Contract by Owner. (Attach additional sheets as needed). Further, the undersigned acknowledges and agrees that promptly after the Award of Contract, and in accordance with the requirements of the Contract Documents, the Successful Bidder shall identify all Subcontractors it intends to use on the Project. The undersigned further agrees that all Subcontractors subsequently identified for any portion of work on this Project must be qualified as noted above.

Major Category of Work	Subcontractor and Address
1. Electrical	
2. Mechanical	
3. Plumbing	
4. Site Work	
5. Identify other subcontractors that represent more than 10% of price or that affect the critical path of the schedule	

Company: _____

Signature: _____ Date: _____

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONSIBLE.

The Bidder is required provide five (5) project references, stated below, of what work of similar magnitude completed within the last five (5) years is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the Agreement.

1.

_____ _____
(project name) (project owner)

_____ _____
(project location) (Owner's address)

_____ _____ _____
(project description) (Owner's contact person) (title)

_____ $_____ _____ _____
(project start/completion dates) (contract value) (phone) (email)

2.

_____ _____
(project name) (project owner)

_____ _____
(project location) (Owner's address)

_____ _____ _____
(project description) (Owner's contact person) (title)

_____ $_____ _____ _____
(project start/completion dates) (contract value) (phone) (email)

3.

_____ _____
(project name) (project owner)

_____ _____
(project location) (Owner's address)

_____ _____ _____
(project description) (Owner's contact person) (title)

_____ $_____ _____ _____
(project start/completion dates) (contract value) (phone) (email)

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

4.

_____ (project name)	_____ (project owner)
_____ (project location)	_____ (Owner's address)
_____ (project description)	_____ (Owner's contact person) _____ (title)
_____ (project completion date) $_____ (contract value)	_____ (phone) _____ (email)

5.

_____ (project name)	_____ (project owner)
_____ (project location)	_____ (Owner's address)
_____ (project description)	_____ (Owner's contact person) _____ (title)
_____ (project completion date) $_____ (contract value)	_____ (phone) _____ (email)

Company: _____
Signature: _____ Date: _____

FORM 6 - TRENCH SAFETY ACT

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE.

Bidder acknowledges that included in the various items of the bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the cost to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

TOTAL $_____

Company: _____

Signature: _____ Date: _____

FORM 7 - BID BOND

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONISBLE

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____ (herein after called the Principal) and _____, (herein called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the city of _____ and authorized to do business in the State of _____ are held and firmly bound unto the _____ (hereinafter called the Owner), in the full and just sum of _____ dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to furnish, install, and fully complete the Work on the Project known as **Bid No. 24-8278 Hurricane Ian Repairs - Clam Pass Parking Lot Wall.**

NOW, THEREFORE, if the Owner shall accept the Bid of the PRINCIPAL and the PRINCIPAL shall enter into the required Agreement with the Owner and within ten days after the date of a written Notice of Award in accordance with the terms of such Bid, and give such bond or bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the PRINCIPAL to enter into such Agreement or to give such bond or bonds, and deliver to Owner the required certificates of insurance, if the PRINCIPAL shall pay to the OBLIGEE the fixed sum of $_____ noted above as liquidated damages, and not as a penalty, as provided in the Bidding Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20 .

_____ Principal

BY _____ (Seal)

_____ Surety

_____ (Seal)

Countersigned _____

Appointed Producing Agent for _____

FORM 8 - INSURANCE AND BONDING REQUIREMENTS

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in FORM 8 of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or, the specific solicitation number and title.

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in FORM 8 with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Collier County Florida
Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$_1,000,000__** single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$_1,000,000____**single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit Shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$_1,000,000_____** Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. ☐ Other insurance as noted:	☐ Watercraft **$** _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. **$** _____ Per Occurrence ☐ Pollution **$** _____ Per Occurrence ☐ Professional Liability **$** _____ Per claim & in the aggregate ☐ Project Professional Liability **$**_____ Per Occurrence ☐ Valuable Papers Insurance **$**_____ Per Occurrence ☐ Cyber Liability **$**_____ Per Occurrence ☐ Technology Errors & Omissions **$**_____ Per Occurrence

7. ☒ Bid bond — Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

8. ☒ Performance and Payment Bonds — For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG – 6/7/24

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications, agrees to maintain these coverages through the duration of the agreement and/or work performance period, and that the evidence of insurability may be required within five (5) days of notification of recommended award of this solicitation.

Collier County
Procurement Services Division

FORM 9 – CONFLICT OF INTEREST AFFIDAVIT

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

_____
Company Name

_____
Signature

_____
Print Name and Title

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ (month), _____(year), by _____(name of person acknowledging).

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

_____ Type of Identification Produced

Collier County
Procurement Services Division

FORM 10 – VENDOR DECLARATION STATEMENT

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation**. Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the County of _____, in the State of _____.

Firm's Legal Name: _____

Address: _____

City, State, Zip Code: _____

Florida Certificate of Authority Document Number _____

Federal Tax Identification Number _____

*CCR # or CAGE Code
*Only if Grant Funded

Telephone: _____

Email: _____

Signature by: _____
(Typed and written)

Title: _____

Additional Contact Information

Send payments to:
(required if different from above)
Company name used as payee

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

_____

Email: _____

Office servicing Collier County to place orders
(required if different from above)
_____

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

Email: _____

Secondary Contact for this Solicitation: _____

Email: _____

Phone: _____

Collier County
Procurement Services Division

FORM 11- IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's bid. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company which will be produced at the time of the submission of the Vendor's bid or within five (5) day of the County's Notice of Recommend Award.

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

_____
Company Name

_____
Signature

_____
Print Name and Title

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ (month), _____(year), by _____(name of person acknowledging).

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

_____
Type of Identification Produced

FORM 12 - BIDDERS CHECKLIST

IMPORTANT: No bid shall be considered unless it is made on unaltered Bid forms which are included in the Bidding Documents. Please read carefully, sign in the spaces indicated and return with your Bid. FAILURE TO PROVIDED THE BID DOCUMENTS MAY BE GROUNDS TO DEEM YOU NON-RESPONSIVE/NON-RESPONSIBLE.

Bidder should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. Bid Schedule has been completed and attached.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. The following on-line standard documents have been reviewed and accepted in BidSync:
    a. Construction bid instructions form
    b. Construction services agreement
    c. Purchase order terms and conditions
8. All of the following bid forms have been completed and signed:
    a. Bid Form (Form 1)
    b. Contractors Key Personnel (Form 2)
    c. Material Manufacturers (Form 3)
    d. List of Major Subcontractors (Form 4)
    e. Statement of Experience (Form 5)
    f. Trench Safety Act (Form 6)
    g. Bid Bond Form (Form 7)
    h. Insurance and Bonding Requirements (Form 8)
    i. Conflict of Interest Affidavit (Form 9)
    j. Vendor Declaration Statement (Form 10)
    k. Immigration Law Affidavit Certification (Form 11) MUST be signed and attached with your submittal.
    l. Signed Grant Provisions and Assurances package in its entirety, if applicable, are executed and should be included with your submittal.
9. Copies of required information have been attached
    a. Business tax Receipt (Collier County Businesses Only)
    b. Company's E-Verify profile page or memorandum of understanding
    c. Certificate of Authority to Conduct Business in State of Florida (sunbiz.org)
    d. Any required professional licenses – valid and current (myfloridalicense.com)
    (ie: General Contractors license, Underground Utility and Excavation, Builders, Trade Contractors, etc., as applicable, requested and/or required.)
    Required: State of Florida General Contractor License. All subcontractors to be licensed in the state of Florida for their respective trade or Building Contractor.
    e. Vendor W-9 Form
10. If required, the amount of Bid bond has been checked, and the Bid bond or cashier's check has been submitted.
11. Any addenda have been signed and acknowledgement form attached and included.
12. The Bid will be uploaded in time to be received no later than the specified opening date and time, otherwise the Bid cannot be considered.

FOR REVIEW ONLY – NOT REQUIRED UNTIL AWARD IS MADE – PLEASE SEE CONSTRUCTION AGREEMENT

EXHIBIT B-1: PUBLIC PAYMENT BOND

Hurricane Ian Repairs - Clam Pass Parking Lot Wall

Bond No.
Contract No. 24-8278

KNOW ALL MEN BY THESE PRESENTS: That _____ _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound to _____ as Obligee in the sum of _____ ($_____) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____ 20 , with Obligee for _____ in _____ accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____ 20 , the name of each party being affixed and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL

_____ _____

_____ BY: _____
Witnesses as to Principal NAME: _____
ITS: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____ 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced_____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission No.: _____

ATTEST:

SURETY:

_____
(Printed Name)

_____
_____
_____
(Business Address

_____ _____
(Authorized Signature)

_____ _____
Witnesses to Surety (Printed Name)

OR

_____ _____
As Attorney in Fact
(Attach Power of Attorney)

_____ _____
Witnesses (Printed Name)

_____
_____
_____
(Business Address)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 , by _____, as _____ of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: _____
Commission No.: _____

FOR REVIEW ONLY – NOT REQUIRED UNTIL AWARD IS MADE – PLEASE SEE CONSTRUCTION AGREEMENT

EXHIBIT B-2: PUBLIC PERFORMANCE BOND

Hurricane Ian Repairs - Clam Pass Parking Lot Wall

Bond No._____
Contract No. 24-8278

KNOW ALL MEN BY THESE PRESENTS: That _____ _____, as Principal, and _____ _____, as Surety, located at _____ (Business Address) are held and firmly bound to _____, as Obligee in the sum of _____ ($_____) for the payment whereof we bond ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20 , with Obligee for _____ in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20 , the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL

_____ _____

_____ BY:_____

Witnesses as to Principal

NAME:_____

ITS: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 , by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: _____
Commission No.: _____

ATTEST:

SURETY:

_____
(Printed Name)
_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
Witnesses as to Surety

_____
(Printed Name)

OR

_____

_____
As Attorney in Fact
(Attach Power of Attorney)

_____
Witnesses

_____
(Printed Name)
_____
_____
_____
(Business Address)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 , by _____, as _____ of _____, a _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: _____
Commission No.: _____

CONSTRUCTION AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ("County" or "Owner") hereby contracts with **Capital Contractors, LLC** ("Contractor") of **9010 Strada Stell Ct., Suite 108, Naples, FL 34109,** a **Florida Limited Liability Company**, authorized to do business in the State of Florida, to perform all work ("Work") in connection with **Hurricane Ian Repairs - Clam Pass Parking Lot Wall,** Invitation to Bid No. **24-8278 ("Project"),** as said Work is set forth in the Plans and Specifications prepared by **Taylor Engineering, Inc.,** the Engineer and/or Architect of Record ("Design Professional") and other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Bidding Documents and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement" and sometimes as the "Contract"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. Owner shall furnish to the Contractor one reproducible set of the Contract Documents and the appropriate number of sets of the Construction Documents, signed and sealed by the Design Professional, as are reasonably necessary for permitting.

Section 2. Scope of Work.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.

Section 3. Contract Amount.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **One Hundred Twenty-Nine Thousand Seven Hundred and Fifty Dollars ($129,750.00**). The amount of **Five Thousand Two Hundred Dollars ($5,200.00) has been allocated as an Owner's Allowance.** Any allowance dollar amount that has been included in the Contractor's Bid Schedule amount is not a guaranteed portion of the aforementioned Contract Amount but rather is only eligible for reimbursement by the Owner if and subject to whether a specific dollar amount of the allowance is expressly authorized by the Owner and formally agreed upon and memorialized by the Parties in writing (the "Owner's Allowance"). Any dollar portion of an Owner's Allowance that is not authorized by the Owner and memorialized by the Parties in writing, via Change Order, shall not be eligible for reimbursement/payment by the Owner as part of a Payment Application submitted by the Contractor.

Section 4. Bonds.

A. If applicable, the Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B-1 and B-2, in the amount of 100% of the Contract Amount, plus any approved allowance as provided in Section 3, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies" circular. This circular may be accessed via the web at https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html. Should the Contract Amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be subject to the Owner's approval.

Section 5. Contract Time and Liquidated Damages.

A. Time of Performance.
Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Contractor shall achieve Substantial Completion within **One Hundred and Fifty (150)** calendar days from the Commencement Date (herein "Contract Time"). The date of Substantial Completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended, as more particularly defined herein at Section 16, Defined Terms. Contractor shall achieve Final Completion within **Thirty (30)** calendar days after the date the Punch List is delivered to the Contractor. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Department Administrator or Division Director, as applicable, acting directly or through duly authorized representatives.

B. Liquidated Damages in General.
Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if Contractor fails to achieve Substantial Completion within the time specified above, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Contractor fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **One Hundred and Three ($103.00)** for each calendar day thereafter until Substantial Completion is achieved. Further, in the event Substantial Completion is reached, but the Contractor fails to reach Final Completion within the required time period, Owner shall also be entitled to assess, and Contractor shall be liable for all actual damages incurred by Owner as a result of Contractor

failing to timely achieve Final Completion. The Project shall be deemed to be substantially completed on the date specified by the Project Manager (or at his/her direction, the Design Professional) as memorialized in the Certificate of Substantial Completion issued pursuant to the terms hereof, and as more particularly defined herein at Section 16, Defined Terms. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to Substantially or Finally Complete the Work within the required time periods.

C. Computation of Time Periods.
When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday.

D. Determination of Number of Days of Default.
For all contracts, the Owner will count default days in calendar days.

E. Right of Collection.
The Owner has the right to apply any amounts due Contractor under this Agreement or any other agreement between Owner and Contractor, as payment on such liquidated damages due under this Agreement in Owner's sole discretion. Notwithstanding anything herein to the contrary, Owner retains its right to liquidated damages due under this Agreement even if Contractor, at Owner's election and in its sole discretion, is allowed to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

F. Completion of Work by Owner.
In the event Contractor defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another contractor or its own forces, the Contractor and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work, as more particularly defined herein at Section 16, Defined Terms. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

G. Final Acceptance by Owner.
The Owner shall consider the Agreement complete when the Contractor has completed in its entirety all of the Work and the Owner has accepted all of the Work and notified the Contractor in writing that the Work is complete. Once the Owner has approved and accepted the Work, Contractor shall be entitled to final payment in accordance with the terms of the Contract Documents.

H. Recovery of Damages Suffered by Third Parties.
Contractor shall be liable to Owner to the extent Owner incurs damages from a third party as a result of Contractor's failure to fulfill all of its obligations under the Contract Documents. Owner's recovery of any delay related damages under this Agreement through the liquidated damages does not preclude Owner from recovering from Contractor any other non-delay related damages that may be owed to it arising out of or relating to this Agreement.

Section 6. Exhibits Incorporated.

Exhibits Incorporated: The following documents are expressly agreed upon, attached hereto, and made a part of this Agreement for Solicitation **#24-8278 Hurricane Ian Repairs - Clam Pass Parking Lot Wall** .

Exhibit A-1:	Contractor's Bid Schedule
Exhibit A-2:	Contractor's Bid Submittal Forms and Addendums
Exhibit A-3:	Contractor's List of Key Personnel Assigned to the Project
~~Exhibit B-1:~~	~~Payment Bond Form~~ ☒ Not Applicable
~~Exhibit B-2:~~	~~Performance Bond Form~~ ☒ Not Applicable
Exhibit B-3:	Insurance Requirements
Exhibit C:	Release and Affidavit Form
Exhibit D-1:	Contractor Application for Payment Form
Exhibit D-2:	Schedule of Values
Exhibit D-3:	Stored Materials Record
Exhibit E-1:	Change Order Form
Exhibit E-2	Work Directive Form
Exhibit F-1:	Certificate of Substantial Completion Form
Exhibit F-2:	Certificate of Final Completion
Exhibit F-3:	Punch List Form
Exhibit G-1:	Final Payment Checklist
Exhibit G-2:	Warranty
Exhibit H:	General Terms and Conditions
Exhibit I:	Supplemental Terms and Conditions ☒ Applicable ☐ Not Applicable

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement for Solicitation **#24-8278 Hurricane Ian Repairs - Clam Pass Parking Lot Wall**. The complete contract documents, including Addendum with attachments, are available on the County's on-line bidding system, which the parties agree comprise the final integrated agreement executed by the parties.

Sections corresponding to any checked box (☒) expressly apply to the terms of this Agreement and are available through the County's on-line bidding.

☐ ~~Exhibit J: Technical Specifications~~
☐ ~~Exhibit K: Permits~~
☒ Exhibit L: Standard Details
☒ Exhibit M: Plans and Specifications prepared by: **Jake Sydnor, PE**
☒ Exhibit N: Environmental Health and Safety Requirements for Construction Projects

Section 7. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the Owner shall be deemed duly served if delivered by U.S. Mail or E-mail, addressed to the following:

Collier County Board of County Commissioners, FL
c/o Facilities Management Division
3335 Tamiami Trail East, Suite 101
Naples, FL 34112
Attn: Michael Levy, Project Manager II

Phone: 239-252-4047
Email: michael.levy@colliercountyfl.gov

B. All notices required or made pursuant to this Agreement by Owner to Contractor shall be made in writing and shall be deemed duly served if delivered by U.S. Mail, or E-mail, addressed to the following:

Capital Contractors, LLC
9010 Strada Stell Court, Suite 108
Attn: Adam Ahmad, Managing Member
Phone: 239-273-8894
Email: adam.ahmad@capitalengr.com

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 8. PUBLIC ENTITY CRIMES.

8.1 By its execution of this Contract, Construction Contractor acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Section 9. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 10. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 11. Governing Law.

The Agreement shall be interpreted under, and its performance governed by the laws of the State of Florida.

Section 12. No Waiver.

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 13. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by the Agreement.

Section 14. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 15. Change Order Authorization.

The Project Manager shall have the authority on behalf of the Owner to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the Owner's Procurement Ordinance, as amended, and the terms of the Contract Documents.

Section 16. Construction.

(i) Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.

(ii) Defined Terms: The following Defined Terms used in the Agreement shall be understood to be defined as expressly set forth below. Other terms referenced in the Agreement shall be understood as they may separately be defined herein or if not so defined shall be understood consistent with their natural and ordinary meaning.

(a) "Application for Payment" shall mean the form provided by the Owner that is to be used by the Contractor in requesting a progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

(b) "Construction Project" shall mean a Project, funded by Owner funds that involves the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any real property owned or under the control of the Owner, which Work is being performed under a Construction Contract.

(c) "Construction Services" shall mean all labor and materials to be provided by Contractor in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. Construction Services also means Work.

(d) "Contract" or "Contract Documents" shall refer to those documents described in Section 1, subsection A of the Agreement.

CAO

(e) "Defective" shall mean an adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

(f) "Department" shall mean the Department or Division initiating and managing the Project on behalf of the Owner.

(g) "Director" shall mean the Director or Administrator of the Department or Division initiating and managing the Project on behalf of the Owner.

(h) "Final Acceptance" shall mean acceptance of the Work by the Owner as evidenced by the signature of the Project Manager or Design Professional upon the Certificate of Final Completion form, Exhibit F-2. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List form, Exhibit F-3.

(i) "Professional" or "Design Professional" shall mean the professional architectural/engineering firm designated to perform the design, Construction Engineering and Inspection ("CEI") services, by an existing agreement, or resident in-house Owner engineering services for the Work. At times, Owner staff may perform the design for the Work in-house and shall be considered the Professional in relation to the Work or a particular portion of the Work.

(j) "Project" shall mean the total construction, of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

(k) "Project Manager" shall mean an individual employed by the Owner and assigned to manage and administer the Project which is the subject of the Contract Documents.

(l) "Proper Invoice" shall mean an invoice that conforms with all statutory requirements and all requirements specified in the Contract Documents.

(m) "Punch List" shall mean the approved list of incomplete and/or deficient Work that shall be completed by the Contractor after Substantial Completion but before the Final Acceptance can be certified by the Project Manager. The Punch List enumerates the items required to render complete, satisfactory and acceptable all Work by the Contractor. The Punch List is developed by the Contractor, Owner and Professional (if any) in accordance with the provisions of the Contract and within the time frames required therein. The Punch List essentially includes items of a minor nature; major items must be completed before Substantial Completion and cannot be considered to be Punch List work.

(n) "Schedule of Values" shall mean a schedule showing all activities of the Work subdivided into component parts in sufficient detail to serve as the basis for measuring quantities in place and/or calculating amounts for progress payments during construction. The Schedule of Values shall be satisfactory in form and substance to the Project Manager.

(o) "Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Punch List. Substantial Completion includes, but is not limited to, the following occurring: (1) the Work can be safely utilized for the purposes for which it was intended; (2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, (3) all operational testing has successfully occurred; (4) all required training has successfully occurred; (5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by the Contractor and accepted by the Owner, and permit acceptance by permitting agencies, if applicable, see Exhibit F-1.

(p) "Work" shall mean the Work to be performed under this Agreement and shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Specifications, schedules, Drawings, and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the Professional from time to time during construction in explanation of said Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents, which may be necessary for the complete and proper construction of the Work in good faith, shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.

(q) "Written Directive" shall mean a written directive and also referred to as work directive, as required by in Exhibit H, Section 10.1, in the form that appears in Exhibit E-2 that is issued to a Contractor from Owner in instances where the parties cannot agree on price and/or costs associated with work arising from differing, unforeseen or emergency site conditions and the work in question is part of the "critical path" of the contract schedule. A written directive should ultimately be followed up with an agreed upon Change Order. A verbal Work Directive may only be issued in extraordinary emergencies when necessary to protect and promote the public interest, which shall be followed up with a written Work Directive within five (5) business days.

Section 17. Order of Precedence

In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions. To the extent any conflict in the terms of the Contract Documents including the Owner's Board approved Executive Summary cannot be resolved by application of the Supplemental Conditions, if any, or the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

Capital Contractors, LLC

TWO WITNESSES:

Josh Eaton
FIRST WITNESS

Josh Eaton
Print Name

SECOND WITNESS

Victor Nguyen
Print Name

By: _____

Adam Ahmad, Managing Member
Print Name and Title

Date: 12/4/24

ATTEST:

Crystal K. Kinzel, Clerk of Courts
& Comptroller

BY: _____

Date: _____

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY FLORIDA

BY: _____
Chris Hall, Chairman

Approved as to Form and Legality:

_____
County Attorney

_____
Print Name

EXHIBIT A-1: CONTRACTOR'S BID SCHEDULE

(FOLLOWING THIS PAGE)

CAO

Construction ITB 24-8278 Hurricane Ian Repairs - Clam Pass Parking Lot Wall
Bid Schedule

PROJECT ADDRESS: 465 Seagate Dr, Naples, FL 34103
AWARD CRITERIA: Lowest Total Bid

	Summary Description	Unit	Quantity	Total
	Parking Lot Wall Repair			
1	Mobilization, Demobilization, and General Items	LS	1	$ 9,750.00
2	Earthwork	LS	1	$ 19,250.00
3	Manufacturing and Installation of Wall Sections	LS	1	$ 78,250.00
4	Landscaping and Planting	LS	1	$ 22,500.00
		Total Bid Amount		$ 129,750.00

*** Staff has allocated $5,200 in Owner's Allowance - for Owners Use as Directed. This Allowance will be used only at the Owner's direction to accomplish work due to unforeseen conditions and/or as directed by the Owner. Inclusion of the Allowance as part of the Contract Price is not a guarantee that the Contractor will be paid any portion or the full amount of the Allowance. Expenditures of Owners Allowance will be made through Change Order with proper documentation of Time and Materials supporting the change.**

Vendor Signature: _____

Print Name: Adam Ahmad

Company Name: Capital Contractors, LLC

Date: 9/18/2024

Adam N Ahmad

Digitally signed by Adam N Ahmad
Date: 2024.09.18 13:50:39 -04'00'

EXHIBIT A-2: CONTRACTOR'S BID SUBMITTAL FORMS AND ADDENDUM

(FOLLOWING THIS PAGE)

CAO

County of Collier, FL
Procurement
-, -
3299 Tamiami Trail, East Naples, FL 34112

[CAPITAL CONTRACTORS] RESPONSE DOCUMENT REPORT

GEN No. 24-8278

24-8278 Hurricane Ian Repairs - Clam Pass Parking Lot Wall

RESPONSE DEADLINE: September 18, 2024 at 3:00 pm

Report Generated: Thursday, September 19, 2024

Capital Contractors Response

CONTACT INFORMATION

Company:
Capital Contractors

Email:
adam.ahmad@capitalengr.com

Contact:
Adam Ahmad

Address:
9010 STRADA STELL CT.
SUITE 108
NAPLES, FL 34109

Phone:
N/A

Website:
capitalengr.com

Submission Date:
Sep 18, 2024 2:27 PM (Eastern Time)

CAO

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 18, 2024 1:40 PM by Adam Ahmad

QUESTIONNAIRE

1. 1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

2. 2. Construction Bid Instructions Form*

Construction Bid Instructions have been acknowledged and accepted.

Confirmed

3. 3. Collier County Purchase Order Terms and Conditions*

Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.

Confirmed

4. 4. Collier County Required Forms

4.1. BID SCHEDULE*

Please Upload in Excel format.

2024.09.17_24-8278_-_Bid_Schedule_r05.pdf

4.2. BID FORM (FORM 1)*

CAO

Form_01_r02.pdf

4.3. CONTRACTORS KEY PERSONNEL (FORM 2)*
Form_02_r01.pdf

4.4. MATERIAL MANUFACTURERS (FORM 3)*
Form_03_r01.pdf

4.5. LIST OF MAJOR SUBCONTRACTORS (FORM 4)*
Form_04_r01.pdf

4.6. STATEMENT OF EXPERIENCE (FORM 5)*
Form_05_r01.pdf

4.7. TRENCH SAFETY ACT (FORM 6)*
Form_06_r01.pdf

4.8. BID BOND FORM (FORM 7)*
BID_BOND_-_COLLIER_COUNTY_-_NO.24-8278.pdf

4.9. INSURANCE AND BONDING REQUIREMENTS (FORM 8)*
Form_08_r01.pdf

4.10. CONFLICT OF INTEREST AFFIDAVIT (FORM 9)*
Form_09_r01.pdf

4.11. VENDOR DECLARATION STATEMENT (FORM 10)*
Form_10_r01.pdf

4.12. IMMIGRATION LAW AFFIDAVIT CERTIFICATION (FORM 11)*
Form_11_r01-2.pdf

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4.13. GRANTS PROVISION PACKAGE *
24-8278_Exhibit_I_-_Federal_Provisions.pdf

4.14. BUSINESS TAX RECEIPT (COLLIER COUNTY BUSINESSES ONLY)
2021.07.09_Collier_County_Tax_License_Invoice.pdf

4.15. E-VERIFY - MEMORANDUM OF UNDERSTANDING*
2023.10.23_E-Verify_r01.pdf

4.16. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN STATE OF FLORIDA (SUNBIZ.ORG)**
http://dos.myflorida.com/sunbiz/ should be attached with your submittal.

Sunbiz_r01.pdf

4.17. ANY REQUIRED PROFESSIONAL LICENSES – VALID AND CURRENT (MYFLORIDALICENSE.COM) (IE: STATE OF FLORIDA GENERAL CONTRACTOR LICENSE. ALL SUBCONTRACTORS TO BE LICENSES IN THE STATE OF FLORIDA FOR THEIR RESPECTIVE TRADE OR BUILDING CONTRACTOR AS APPLICABLE, REQUESTED AND/OR REQUIRED.)*
walletlicense6734185.pdf

4.18. W-9 FORM*
2024.09.03.Capital.Contractors.W9_r01.pdf

4.19. MISCELLANEOUS DOCUMENTS
2024.09.18.Addendum_Clam_Pass_r01.pdf

PRICE TABLES

TOTAL BID

Please Submit Completed Bid Schedule Via Microsoft Excel

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Total Bid Amount	1	EA	$129,750.00	$129,750.00
TOTAL					$129,750.00

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FORM 1 - BID RESPONSE FORM

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Hurricane Ian Repairs - Clam Pass Parking Lot Wall
BID NO. 24-8278

Full Name of Bidder Adam Ahmad

Main Business Address 9010 Strada Stell Ct. Ste 108 Naples, Florida 34109

Place of Business Capital Contractors, LLC

Telephone No. 239-273-8894 Fax No. _____

State Contractor's License # CGC1525387

State of Florida Certificate of Authority Document Number L17000100343

Federal Tax Identification Number 37-1858650

DUNS # 081181106 CCR# _____ Cage Code _____

To: BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
(hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is submitted without collusion with any other person, firm or corporation; that it has carefully examined the location of the proposed Work, the proposed form of Agreement and all other Contract Documents and Bonds, and the Contract Drawings and Specifications.

Bidder proposes, and agrees if this Bid is accepted, Bidder will execute the Agreement included in the Bidding Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

Unit prices shall be provided in no more than two decimal points, and in the case where further decimal points are inadvertently provided, rounding to two decimal points will be conducted by Procurement Services Division staff.

Upon notification that its Bid has been awarded, the Successful Bidder will execute the Agreement form attached to the Bidding Documents within ten (10) calendar days and deliver the Surety Bond or Bonds and Insurance Certificates as required by the Contract Documents. The bid security attached is to become the property of the Owner in the event the Agreement, Insurance Certificates and Bonds are not executed and delivered to Owner within the time above set forth, as liquidated damages, for the delay and additional expense to the Owner, it being recognized that, since time is of the essence, Owner will suffer financial loss if the Successful Bidder fails to execute and deliver to Owner the required Agreement, Insurance Certificates and Bonds within the required time period. In the event of such failure, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from the Successful Bidder in the event it fails to execute and deliver the Agreement, Insurance Certificates, and Bonds as required hereunder. The Successful Bidder hereby expressly waives and relinquishes any right which it may have to seek to characterize the

CAO

above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of bidding if the Successful Bidder fails to execute and deliver the Agreement, Insurance Certificates, and Bonds in a timely manner.

Upon receipt of the signed and approved agreement and Purchase Order, the undersigned proposes to commence work at the site within five (5) calendar days from the commencement date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) commencement date. The undersigned further agrees to substantially complete all work covered by this Bid within **One Hundred and Fifty (150)** consecutive calendar days, computed by excluding the commencement date and including the last day of such period, and to be fully completed to the point of final acceptance by the Owner within **Thirty (30)** consecutive calendar days after Substantial Completion, computed by excluding commencement date and including the last day of such period.

Acceptance and acknowledged by an Authorize Agent

Signature: 

Title: Adam Ahmad, Managing Member

Date: 09/18/2024

FORM 2 - CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Hurricane Ian Repairs - Clam Pass Parking Lot Wall
Bid No. 24-8278

Name	Personnel Category
Roger Riggs	Construction Superintendent
Fritznel Saint Louis	Project Manager

FORM 3 - MATERIAL MANUFACTURERS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

All Bidders shall confirm by signature that they will provide the manufacturers and materials outlined in this Bid specifications, including compliance with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal. Exceptions (when equals are acceptable) may be requested by completing the Material Manufacturer Exception List below. If an exception for a manufacturer and/or material is proposed and listed below and is not approved by Engineer/Project Manager, Bidder shall furnish the manufacturer named in the specification. Acceptance of this form does not constitute acceptance of material proposed on this list.

Complete and sign section A OR B.

Section A (Acceptance of all manufactures and materials in Bid specifications)

On behalf of my firm, I confirm that we will use all manufacturers and materials as specifically outlined in the Bid specifications.

Company: Capital Contractors, LLC

Signature: _____ Date: 09/18/2024

Section B (Exception requested to Bid specifications manufacturers and materials)

	EXCEPTION MATERIAL	EXCEPTION MANUFACTURER
1.		
2.		
3.		
4.		
5.		

Please insert additional pages as necessary.

Company: _____

Signature: _____ Date _____

FORM 4 - LIST OF MAJOR SUBCONTRACTORS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

The undersigned states that the following is a list of the proposed subcontractors for the major categories outlined in the requirements of the Bid specifications.

The undersigned acknowledges its responsibility for ensuring that the Subcontractors for the major categories listed herein are "qualified" (as defined in Ordinance 2017-08 and Section 15 of Instructions to Bidders) and meet all legal requirements applicable to and necessitated by the Contract Documents, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The Owner reserves the right to disqualify any Bidder who includes non-compliant or non-qualified Subcontractors in its bid offer. Further, the Owner may direct the Successful Bidder to remove/replace any Subcontractor, at no additional cost to Owner, which is found to be non-compliant with this requirement either before or after the issuance of the Award of Contract by Owner. (Attach additional sheets as needed). Further, the undersigned acknowledges and agrees that promptly after the Award of Contract, and in accordance with the requirements of the Contract Documents, the Successful Bidder shall identify all Subcontractors it intends to use on the Project. The undersigned further agrees that all Subcontractors subsequently identified for any portion of work on this Project must be qualified as noted above.

Major Category of Work	Subcontractor and Address
1. Electrical	
2. Mechanical	
3. Plumbing	
4. Site Work	Hannula Landscaping and Irrigation, Inc / 17051 Jean Street, Unit 7 Fort Myers, FL 33967
5. Identify other subcontractors that represent more than 10% of price or that affect the critical path of the schedule	Coastal Concrete Products, LLC / 7742 Alico Rd. Fort Myers, FL 33912

Company: Capital Contractors, LLC

Signature: _____ Date: 09/18/2024

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONSIBLE.

The Bidder is required provide five (5) project references, stated below, of what work of similar magnitude completed within the last five (5) years is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the Agreement.

1. Paver Sidewalks at Vanderbilt Dr. and Bluebill Ave. (project name)
Collier County (project owner)
Intersection of Vanderbilt Dr. and Bluebill Ave. (project location)
3335 Tamiami Trail E, Naples, FL 34112 (Owner's address)
Install paver sidewalks (project description)
Harry Sells (Owner's contact person) MSTU Project Manager (title)
5/2021 - 12/2021 (project start/completion dates) $ 229,853.35 (contract value)
239-821-6909 (phone) Harry.Sells@colliercountyfl.gov (email)

2. Bluebill-VBR_Fence_&_Signs (project name)
Collier County (project owner)
Vanderbilt Beach at the corner of Vanderbilt Drive and Bluebill Ave. (project location)
3335 Tamiami Trail E, Naples, FL 34112 (Owner's address)
Construct a fence and two entry signs (project description)
Harry Sells (Owner's contact person) MSTU Project Manager (title)
05/2020 - 11/2020 (project start/completion dates) $ 287,050.00 (contract value)
239-821-6909 (phone) Harry.Sells@colliercountyfl.gov (email)

3. 100418_CC_Clam_Pass_Concession (project name)
Collier County (project owner)
465 Seagate Dr Naples, FL 34103 (project location)
3335 Tamiami Trail East Naples, FL 34112 (Owner's address)
Clam Pass concession renovation (project description)
James Williams (Owner's contact person) Project Manager (title)
05/2021-09/2021 (project start/completion dates) $134,293.50 (contract value)
239-821-2546 (phone) James.Williams@colliercountyfl.gov (email)

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

4. Solicitation #19-9601 - GMD Generator and Facility Design Improvements (project name) — Collier County (project owner)

2800 N Horseshoe DR, Naples, FL 34112 (project location) — 3335 Tamiami Trail EastNaples, Florida 34112 (Owner's address)

Install GMD Generator and Facility Design Improvements (project description) — Thomas Orr (Owner's contact person) — Project Manager (title)

01/2020- 09/2020 (project completion date) — $423,650.00 (contract value) — 239-438-5310 (phone) — Thomas.Orr@colliercountyfl.gov (email)

5. SNF Wading Pool (project name) — Collier County (project owner)

15000 Livingston Rd Naples, FL 34109 (project location) — 3335 Tamiami Trail EastNaples, Florida 34112 (Owner's address)

Wading Pool Improvements (project description) — Dayne Atkenson (Owner's contact person) — Project Manager (title)

4/2022 - 5/2022 (project completion date) — $ 150,000.00 (contract value) — 239-252-5337 (phone) — Dayne.atkenson@colliercountyfl.gov (email)

Company: Capital Contractors, LLC

Signature: _____ Date: 09/18/2024

FORM 6 - TRENCH SAFETY ACT

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE.

Bidder acknowledges that included in the various items of the bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the cost to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Trench Box	LF	1000	$6.00	$6,000.00
2.					
3.					
4.					
5.					

TOTAL $_____

Company: Capital Contractors, LLC

Signature: _____ Date: 09/18/2024

FORM 7 - BID BOND

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONISBLE

KNOW ALL MEN BY THESE PRESENTS, that we CAPITAL CONTRACTORS LLC (herein after called the Principal) and THE OHIO CASUALTY INSURANCE COMPANY, (herein called the Surety), a corporation chartered and existing under the laws of the State of NEW HAMPSHIRE with its principal offices in the city of _____ and authorized to do business in the State of FLORIDA are held and firmly bound unto the COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called the Owner), in the full and just sum of FIVE PERCENT OF THE AMOUNT BID dollars ($ 5%----------) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to furnish, install, and fully complete the Work on the Project known as **Bid No. 24-8278 Hurricane Ian Repairs - Clam Pass Parking Lot Wall.**

NOW, THEREFORE, if the Owner shall accept the Bid of the PRINCIPAL and the PRINCIPAL shall enter into the required Agreement with the Owner and within ten days after the date of a written Notice of Award in accordance with the terms of such Bid, and give such bond or bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the PRINCIPAL to enter into such Agreement or to give such bond or bonds, and deliver to Owner the required certificates of insurance, if the PRINCIPAL shall pay to the OBLIGEE the fixed sum of $ 5% noted above as liquidated damages, and not as a penalty, as provided in the Bidding Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this 18TH day of SEPTEMBER, 2024 .

CAPITAL CONTRACTORS LLC Principal

BY _____ (Seal)

THE OHIO CASUALTY INSURANCE COMPANY Surety

_____ (Seal)
JOHN W. CHARLTON, ATTORNEY-IN-FACT

Countersigned _____
JOHN W. CHARLTON

Appointed Producing Agent for THE OHIO CASUALTY INSURANCE COMPANY

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208016-964013

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, D. W. Matson, III; John W. Charlton

all of the city of Coral Gables state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of May, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18TH day of SEPTEMBER, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

FORM 8 - INSURANCE AND BONDING REQUIREMENTS

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in FORM 8 of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or, the specific solicitation number and title.

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in FORM 8 with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Collier County

Procurement Services Division

FORM 9 – CONFLICT OF INTEREST AFFIDAVIT

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Capital Contractors, LLC
Company Name

Signature

Adam Ahmad, Managing Member
Print Name and Title

State of Florida

County of Collier

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of September (month), 2024 (year), by Adam Ahmad (name of person acknowledging).

FRITZNEL SAINT LOUIS
(Signature of Notary Public - State of Florida)
Commission # HH 145071
Expires June 23, 2025
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

CAO

Collier County
Procurement Services Division

FORM 10 – VENDOR DECLARATION STATEMENT

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation. **Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 18th day of September, 2024 in the County of Collier, in the State of Florida.

Firm's Legal Name:	Capital Contractors, LLC
Address:	9010 Strada Stell Ct. Ste 108
City, State, Zip Code:	Naples, Florida 34109
Florida Certificate of Authority Document Number	
Federal Tax Identification Number	37-1858650
*CCR # or CAGE Code *Only if Grant Funded	
Telephone:	239-273-8894
Email:	adam.ahmad@capitalengr.com
Signature by: (Typed and written)	
Title:	Adam Ahmad, Managing Member

CAO

Additional Contact Information

Send payments to: (required if different from above)
Capital Contractors, LLC
Company name used as payee

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

_____

Email: _____

Office servicing Collier County to place orders (required if different from above)
_____

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

Email: _____

Secondary Contact for this Solicitation: _____

Email: _____

Phone: _____

CAO

Collier County
Procurement Services Division

FORM 11- IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's bid. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company which will be produced at the time of the submission of the Vendor's bid or within five (5) day of the County's Notice of Recommend Award.

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Capital Contractors, LLC
Company Name

Signature

Adam Ahmad, Managing Member
Print Name and Title

State of Florida

County of Collier

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of September (month), 2024 (year), by Adam Ahmad (name of person acknowledging).

Fritzne/ Saint Louis
(Signature of Notary Public - State of Florida)

FRITZNEL SAINT LOUIS
Commission # HH 145071
Expires June 23, 2025

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

CAO

Collier County Business Tax 2021/2022 Renewal Notice					BTX# 170281
If Paid By Please Pay	Sep 30, 2021 30.00	Oct 31, 2021 33.00	Nov 30, 2021 34.50	Dec 31, 2021 36.00	Jan 31, 2022 45.50

****IMPORTANT REMINDER** RENEW YOUR CONTRACTORS LICENSE BEFORE SEPTEMBER 30TH OF EACH YEAR**

NOTICE - PLEASE READ CAREFULLY*** Anytime your location changes, you will need to notify the Business Tax, Zoning Dept., Fire Dept. or Health Dept. to make sure you conform to all applicable restrictions. If your commercial location has changed and you are in the unincorporated part of Collier County, you must obtain a new zoning certificate from the Planning Dept. and a new fire inspection before it can be changed on your Business Tax Receipt. Planning Dept. phone number is (239) 252-5603. Contact the Fire Dept. in your district.

If there is a change in ownership, you will be required to provide the following:

- Bill of Sale for proof of ownership
- Copy of Fictitious name registration or Article of Incorporation paper
- Copy of State License (if applicable)
- Previous owners Business Tax Receipt
- Transfer fees
- A new fire inspection is required if the location is commercial. Contact the Fire Department in your district and submit the yellow copy of inspection with your paperwork. If your change of location is in the City of Naples, please call (239) 213-1800 and if Marco Island, call (239) 389-5000.

Renewal Period: July 1 to September 30, 10% Penalty October 1, Additional 5% penalty per month beginning November 1. Maximum 25% penalty, plus a collection fee not to exceed $10.00

Please Retain this portion for your records

Renewal payments postmarked after September 30th are subject to penalty.

If you are no longer in business, you must cancel your tax in writing.

In addition to other penalties provided by law, a 25% penalty of the license amount shall be imposed on any person engaged in any new business, occupation or profession without first paying your Collier County Business Tax.

Make any corrections to your renewal notice below. (address, misspellings, etc.)

Make Check Payable to:
Collier County Tax Collector
2800 N. Horseshoe Drive Rm. 211
Naples, FL 34104

To Renew Online:
visit our website: www.colliertaxcollector.com

Renewable at the following Location:

Growth Management Division Bldg.
2800 N. Horseshoe Dr., Rm. 211, Naples, FL 34104
Telephone (239) 252-2477

(Detach And Return With Payment)

BUSINESS TAX RECEIPT NO: 170281

Make Check Payable to:
Collier County Tax Collector

Collier County Business Tax 2021/2022 Renewal Notice					
If Paid By Please Pay	Sep 30, 2021 30.00	Oct 31, 2021 33.00	Nov 30, 2021 34.50	Dec 31, 2021 36.00	Jan 31, 2022 45.50

Legal Form: LLC

Code #: 03600101
Class: ENGINEERING BUSINESS
County/State Lic #: 32121

MUST PROVIDE THE FOLLOWING:

BUSINESS IN OPERATION YES____ NO____
IF NO DO NOT CONTINUE, SIGN AND RETURN

CHANGE OF LOCATION YES____ NO____
BUSINESS IN CITY OF NAPLES YES____ NO____
RESIDENCE USED AS OFFICE YES____ NO____
CHANGE OF OWNERSHIP YES____ NO____

Location: 9010 STRADA STELL CT #108
Zoned: PUD SIC 8748

32 7 - 11143

CAPITAL CONSULTING SOLUTIONS LLC
AHMAD, ADAM N
CAPITAL CONSULTING SOLUTIONS LLC
9010 STRADA STELL CT STE 108
NAPLES FL 34109-4425

Sign: _____ Date: _____
I HEREBY DECLARE THE PRECEDING STATEMENTS ARE TRUE AND FACTUAL TO THE BEST OF MY KNOWLEDGE.
THIS TAX IS NON-REFUNDABLE

Rob Stoneburner

CAO

Collier County Business Tax 2021/2022 Renewal Notice					BTX# 170481
If Paid By Please Pay	Sep 30, 2021 18.00	Oct 31, 2021 19.80	Nov 30, 2021 20.70	Dec 31, 2021 21.60	Jan 31, 2022 26.50

****IMPORTANT REMINDER** RENEW YOUR CONTRACTORS LICENSE BEFORE SEPTEMBER 30TH OF EACH YEAR**

NOTICE - PLEASE READ CAREFULLY*** Anytime your location changes, you will need to notify the Business Tax, Zoning Dept., Fire Dept. or Health Dept. to make sure you conform to all applicable restrictions. If your commercial location has changed and you are in the unincorporated part of Collier County, you must obtain a new zoning certificate from the Planning Dept. and a new fire inspection before it can be changed on your Business Tax Receipt. Planning Dept. phone number is (239) 252-5603. Contact the Fire Dept. in your district.

If there is a change in ownership, you will be required to provide the following:

- Bill of Sale for proof of ownership
- Copy of Fictitious name registration or Article of Incorporation paper
- Copy of State License (if applicable)
- Previous owners Business Tax Receipt
- Transfer fees
- A new fire inspection is required if the location is commercial. Contact the Fire Department in your district and submit the yellow copy of Inspection with your paperwork. If your change of location is in the City of Naples, please call (239) 213-1800 and if Marco Island, call (239) 389-5000.

Renewal Period: July 1 to September 30, 10% Penalty October 1, Additional 5% penalty per month beginning November 1. Maximum 25% penalty, plus a collection fee not to exceed $10.00

Please Retain this portion for your records

Renewal payments postmarked after September 30th are subject to penalty.

If you are no longer in business, you must cancel your tax in writing.

In addition to other penalties provided by law, a 25% penalty of the license amount shall be imposed on any person engaged in any new business, occupation or profession without first paying your Collier County Business Tax.

Make any corrections to your renewal notice below. (address, misspellings, etc.)

Make Check Payable to:
Collier County Tax Collector
2800 N. Horseshoe Drive Rm. 211
Naples, FL 34104

To Renew Online:
visit our website: www.colliertaxcollector.com

Renewable at the following Location:

Growth Management Division Bldg.
2800 N. Horseshoe Dr., Rm. 211, Naples, FL 34104
Telephone (239) 252-2477

Make Check Payable to:
Collier County Tax Collector

(Detach And Return With Payment)

BUSINESS TAX RECEIPT NO: 170481

Collier County Business Tax 2021/2022 Renewal Notice					
If Paid By Please Pay	Sep 30, 2021 18.00	Oct 31, 2021 19.80	Nov 30, 2021 20.70	Dec 31, 2021 21.60	Jan 31, 2022 26.50

Legal Form: LLC

Code #: 05100101
Class: 05 - GENERAL CONTRACTOR
County/State Lic #: CGC 1525387
1 - 10 EMPLOYEES

MUST PROVIDE THE FOLLOWING:

BUSINESS IN OPERATION YES____ NO____
IF NO DO NOT CONTINUE, SIGN AND RETURN

CHANGE OF LOCATION YES____ NO____
BUSINESS IN CITY OF NAPLES YES____ NO____
RESIDENCE USED AS OFFICE YES____ NO____
CHANGE OF OWNERSHIP YES____ NO____

Location: 9010 STRADA STELL CT #108
Zoned: PUD SIC 8741

32
7 - 11150

CAPITAL CONTRACTORS, LLC
AHMAD, ADAM
CAPITAL CONTRACTORS, LLC
9010 STRADA STELL CT STE 108
NAPLES FL 34109-4425

Sign: _____ Date: _____
I HEREBY DECLARE THE PRECEDING STATEMENTS ARE TRUE AND FACTUAL TO THE BEST OF MY KNOWLEDGE.
THIS TAX IS NON-REFUNDABLE

Rob Stoneburner

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1774103

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and CAPITAL CONTRACTORS, LLC (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sub-license, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability where from, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1774103

Approved by:

E-Verify Employer Agent Employer CAPITAL CONTRACTORS, LLC	
Name (Please Type or Print) Adam Ahmad	**Title**
Signature Electronically Signed	**Date** 01/04/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 01/04/2022

CAO

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1774103

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	CAPITAL CONTRACTORS, LLC
Company Facility Address	9010 STRADA STELL CT. SUITE 108 NAPLES, FL 34109
Company Alternate Address	
County or Parish	COLLIER
Employer Identification Number	371858650
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1774103

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

CAO

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1774103

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Adam Ahmad
Phone Number	2392738894
Fax	
Email	info@capitalengr.com

Name	Adam Ahmad
Phone Number	2392738894
Fax	
Email	info@capitalengr.com

CAO

E-Verify

Company ID Number: 1774103

This list represents the first 20 Program Administrators listed for this company.

CAO



Detail by Entity Name

Florida Limited Liability Company
CAPITAL CONTRACTORS, LLC

Filing Information

Document Number	L17000100343
FEI/EIN Number	37-1858650
Date Filed	05/05/2017
State	FL
Status	ACTIVE

Principal Address

9010 Strada Stell Ct., Suite 108
Naples, FL 34109

Changed: 03/18/2020

Mailing Address

CAO

9010 Strada Stell Ct.
Suite 108
Naples, FL 34119

Changed: 01/20/2022

Registered Agent Name & Address

AHMAD, ADAM
9010 Strada Stell Ct
Suite 108
NAPLES, FL 34109

Address Changed: 01/20/2022

Authorized Person(s) Detail

Name & Address

Title AMBR

Ahmad, Adam
9010 STRADA STELL CT.
SUITE 108
NAPLES, FL 34109

Annual Reports

Report Year	Filed Date
2022	01/20/2022
2023	02/01/2023
2024	02/01/2024

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Document Images

02/01/2024 -- ANNUAL REPORT	View image in PDF format
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03/18/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- ANNUAL REPORT	View image in PDF format
03/07/2018 -- ANNUAL REPORT	View image in PDF format
05/05/2017 -- Florida Limited Liability	View image in PDF format

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2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 01, 2024
Secretary of State
6738921850CC

DOCUMENT# L17000100343

Entity Name: CAPITAL CONTRACTORS, LLC

Current Principal Place of Business:

9010 STRADA STELL CT., SUITE 108
NAPLES, FL 34109

Current Mailing Address:

9010 STRADA STELL CT.
SUITE 108
NAPLES, FL 34119 US

FEI Number: 37-1858650

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

AHMAD, ADAM
9010 STRADA STELL CT
SUITE 108
NAPLES, FL 34109 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR
Name	AHMAD, ADAM
Address	9010 STRADA STELL CT. SUITE 108
City-State-Zip:	NAPLES FL 34109

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ADAM AHMAD MANAGING MEMBER 02/01/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1525387 ISSUED: 08/05/2024
CERTIFIED GENERAL CONTRACTOR
AHMAD, ADAM
CAPITAL CONTRACTORS, LLC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1525387 **EXPIRATION DATE: AUGUST 31, 2026**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AHMAD, ADAM
CAPITAL CONTRACTORS, LLC
9010 STRADA STELL COURT
SUITE 108
NAPLES FL 34109

ISSUED: 08/05/2024

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Capital Contractors, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9010 Strada Stell Ct, Suite 108

Requester's name and address (optional)

6 City, state, and ZIP code
Naples, Florida 34109

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
37-1858650

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 9/3/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Collier County
Procurement Services Division

Email: Rita.Iglesias@colliercountyfl.gov
Telephone: (239) 252-1033

Addendum #1

Date: September 4, 2024

From: Rita Iglesias, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1 Solicitation # 24-8278 Hurricane Ian Repairs - Clam Pass Parking Lot Wall

This Addendum has been issued for the following items identifying clarifications, changes, deletions, and/or additions to the original solicitation documents and bid schedule for the above referenced solicitation:

Change 1: Extend Bid Opening date.

BID OPENING DAY/DATE/TIME:	~~**Wednesday, September 4, 2024**~~ **to Wednesday, September 18, 2024 at 3:00 PM EST**

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 9/18/24 Date

Capital
(Name of Firm)

CAO

EXHIBIT A-3: CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Name	Personnel Category
Roger Riggs	Construction Superintendent
Fritznel Saint Louis	Project Manager

EXHIBIT B-3: INSURANCE REQUIREMENTS

(Following This Page)

EXHIBIT B-3: INSURANCE REQUIREMENTS

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth herein. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work. The County and the Contractor waive against each other and the County's separate Contractors, Design Consultant, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. Collier County shall be responsible for purchasing and maintaining its own liability insurance. Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or the specific solicitation number/contract number and title. The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth herein with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Contractor's sole responsibility. Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer. The Contractor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Collier County Florida
Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$_1,000,000__** single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$_1,000,000____**single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit Shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$_1,000,000_____** Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. ☐ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. $ _____ Per Occurrence ☐ Pollution $ _____ Per Occurrence ☐ Professional Liability $ _____ Per claim & in the aggregate ☐ Project Professional Liability $_____ Per Occurrence ☐ Valuable Papers Insurance $_____ Per Occurrence ☐ Cyber Liability $_____ Per Occurrence ☐ Technology Errors & Omissions $_____ Per Occurrence

CAO

7. ☒ Bid bond — Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

8. ☒ Performance and Payment Bonds — For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG – 6/7/24

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications, agrees to maintain these coverages through the duration of the agreement and/or work performance period, and that the evidence of insurability may be required within five (5) days of notification of recommended award of this solicitation.

CAO

EXHIBIT C
RELEASE AND AFFIDAVIT FORM

(Template Form Following This Page)

EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (_____)
STATE OF (_____)

Before me, the undersigned authority, personally appeared _____who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

_____
Contractor's Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)

Notary Public, State of _____
Commission No.: _____

EXHIBIT D-1
CONTRACTOR APPLICATION FOR PAYMENT FORM

(Template Form Following This Page)

EXHIBIT D-1
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @5% through [Insert Date]	$	Retainage @ 5% through [Insert date]	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

EXHIBIT D-2
SCHEDULE OF VALUES

(Template Form Following This Page)

Exhibit D-2
Schedule of Values

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE*	SINCE DATE								

* The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happended since the change in retainage.

[2024_ver.1]

EXHIBIT D-3
STORED MATERIALS

(Template Form Following This Page)

Exhibit D-3
Stored Materials Record

PROJECT NAME: _____ PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

DATE	DESCRIPTION	SUPPLIER	INVOICE NUMBER	PREVIOUSLY RECORDED (A)	RECEIVED THIS PERIOD (B)	PREVIOUSLY INSTALLED (C)	INSTALLED THIS PERIOD (D)	BALANCE TO INSTALL (E)

Balance to Install (E) is calculated by: Previously Recorded (A) + Received this Period (B) - Previously Installed (C) - Installed this Period (D).

[2024_ver.1]

EXHIBIT E-1: CHANGE ORDER

(Template Form Following This Page)

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Select One: ☐ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: | **Division Name:**

Original Contract/Work Order Amount			**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount			**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount			**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change		0.00%	**Total % Change from Original Amount**
Revised Contract/Work Order Total	$0.00	0.00%	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	$0.00	0.00%	**% Change from Current Amount**

Notice to Proceed Date		**Original NTP # of Days**		**Original Final Completion Date**		**Last Final Approved Date**	
# of Days Added		**Revised Final Date** (includes this change)		**Current Substantial Completion Date** (if applicable)			

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☐ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) Detail of change/s to be made through this Change Order.

2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.

3.) Explain why this change was not included in the original contract/Work Order.

4.) Describe the impact if this change is not processed.

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Change Order/Amendment Summary

(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	

☐ Check here if additional summary page/s are attached to this Change Order

Collier County

Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: _____ Date: _____
Signature-Division Project Manager

_____
Printed Name

Accepted by: _____ Date: _____
Signature- Design/Engineer Professional (if applicable)

_____
Printed Name/Title/Company Name

Accepted by: _____ Date: _____
Signature- Contractor/Consultant/Vendor

_____
Printed Name/Title/ Company Name

Approved by: _____ Date: _____
Signature-**Division Manager or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Director or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Administrator or Designee** ***(Optional)***

_____
Printed Name

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ___ CHO Request # ☐

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ☐ **Administrative-BCC Report** ☐ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

EXHIBIT E-2:
WORK DIRECTIVE FORM

(Template Form Following This Page)

EXHIBIT E-2
WORK DIRECTIVE CHANGE

PROJECT NAME: **CHANGE #**

DATE OF ISSUANCE: **EFFECTIVE DATE:**

OWNER: Collier County Board of Commissioners **PROJECT#:**

CONTRACTOR: **ENGINEER:**

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments:

If a claim is made that the above change(s) have affected Contract amount or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract amount:
☐ Unit Prices
☐ Lump Sum
☐ Other

Method of determining change in Contract Times:
☐ CONTRACTOR's records
☐ Engineer's record
☐ Other

A not-to-exceed itemized estimated increase (decrease) in Contract amount:
$

Estimated change in Contract Time:

Increase or decrease by calendar days.

RECOMMENDED:

By:

Engineer/Design Professional

AUTHORIZED:

By:

Owner's Representative

EXHIBIT F-1
CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

(Template Form Following This Page)

EXHIBIT F-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

_____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

_____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the final punch list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion and Contractor shall provide Owner with written notice that all punch list items have been completed.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

_____ The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__ and will submit within five calendar days, an approved pay application to bccapclerk@collierclerk.com. The pay application will include regular schedule of value scope work to be billed and all work to be billed for all change orders.

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

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EXHIBIT F-2
CERTIFICATE OF FINAL COMPLETION FORM

(Template Form Following This Page)

EXHIBIT F-2

CERTIFICATE OF FINAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

_____

This Certificate of Final completion applies to all Work under the Contract documents. The warranty in Exhibit G-2 is attached to and made a part of this Certificate.

To _____
OWNER

And
To _____

_____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

_____
DATE OF FINAL COMPLETION

Intentionally left blank

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Final Substantial on this _____, 20__ .

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Final Substantial on this _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

EXHIBIT F-3
PUNCH LIST FORM

(Template Form Following This Page)

EXHIBIT F-3 PUNCH LIST FORM

Item No.	Description	Value	Completion Date	Dated Approved by Owner
Subtotal x 150%				

EXHIBIT G-1
FINAL PAYMENT CHECKLIST

(Template Form Following This Page)

EXHIBIT G-1: FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ PO No._____ Date: _____
Contractor: _____

The following items have been secured by the _____for the Project known as _____and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Date of Substantial Completion: _____
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
☐	☐	1.	All Punch List items completed on _____
☐	☐	2.	Warranties and Guarantees assigned to Owner (attach to this form).
☐	☐	3.	Effective date of General one year warranty from Contractor is: _____
☐	☐	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
☐	☐	5.	As-Built drawings obtained and dated: _____
☐	☐	6.	Owner personnel trained on system and equipment operation.
☐	☐	7.	Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
☐	☐	8.	Certificate of Substantial Completion issued on _____
☐	☐	9.	Final Payment Application and Affidavits received from Contractor on: _____
☐	☐	10.	Consent of Surety received on _____
☐	☐	11.	Operating Department personnel notified Project is in operating phase.
☐	☐	12.	All Spare Parts or Special Tools provided to Owner: _____ _____
☐	☐	13.	Finished Floor Elevation Certificate provided to Owner: _____ _____
☐	☐	14.	Other: _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

Executed by Design Professional on _____, 20_____.

_____ _____
Signature of Design Professional Type Name and Title

Executed by Contractor on _____, 20_____.

_____ _____
Signature of Contractor Type Name and Title

Executed by Owner on _____, 20_____.

_____ _____
Signature of Owner Type Name and Title

EXHIBIT G-2
WARRANTY

(Template Form Following This Page)

CAO

EXHIBIT G-2

WARRANTY

In consideration of ten dollars, ($10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

_____

Date of Substantial Completion:

_____

Name and Address of CONTRACTOR:

_____

_____

_____

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF SUBSTANTIAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes,* Chapter 95, *et seq.*

CONTRACTOR:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name Printed and Title	Name Printed

EXHIBIT H: GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2 If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager; said interpretation or clarification from the Project Manager may require Contractor to consult directly with Design Professional or some other third party, as directed by Project Manager. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

2.1 Subject to Section 2.3 below, Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting, and protecting all Utilities at all times during the course of the Work. The Contractor is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by the Owner as may be expressly described elsewhere in the Contract Documents).

2.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than three (3) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to Contractor's compensation or time for performance, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, Owner shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Contractor's receipt of Owner's written determination notice. If Owner and Contractor cannot agree on an adjustment to Contractor's cost or time of performance, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

3. SCHEDULE.

3.1 The Contractor, within ten (10) calendar days after the Board's award of the Agreement, shall prepare and submit to Project Manager, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall utilize the Critical Path method of scheduling and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2 The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the Project Manager's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the Owner's obligation to pay Contractor.

3.3 All work under this Agreement shall be performed in accordance with the requirements of all Collier County Noise Ordinances then in effect. Unless otherwise specified, work will generally be

limited to the hours of 7 a.m. to 7 p.m., Monday through Saturday. No work shall be performed outside the specified hours without the prior approval of the Project Manager.

4. PROGRESS PAYMENTS.

4.1 At least ten (10) days prior to submitting the monthly Application for Payment, the Contractor shall submit to the Project Manager a final Schedule of Values. The Schedule of Values shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for the Contractor's monthly progress payments during construction. Further, it shall include the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval.

Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values. The Contractor shall not submit an unbalanced Schedule of Values which provides for overpayment to the Contractor on activities that would be performed first. The Schedule of Values shall be revised and resubmitted until acceptable to the Project Manager. Once the schedule has been accepted by the Project Manager, the Owner reserves the right (at its option) throughout the Contract to require that the Contractor honor a particular price contained in the Schedule of Values, if the activity pertaining to it is being deleted or modified. Upon approval of the Schedule of Values by the Project Manager, it shall be incorporated into the form of Application for Payment attached to the Agreement as Exhibit D and shall be used as the basis for the Contractor's monthly Applications for Payment. The schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative.

4.2 The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date, and monthly thereafter, but not more often than once a month or prior to substantial completion being met. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

4.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record form attached hereto and made a part hereof as Exhibit D-3.

4.4 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). Within twenty (20) business days after the date of each Application for Payment is stamped as received, and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with Section 218.735, F.S. and the terms of the Contract Documents.

4.5 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

4.6 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

4.7 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

4.8 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor, or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule.

4.10 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

4.11 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-

payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

4.12 The Owner may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The Owner may not accept any additional surcharges (credit card transaction fees) as a result of using the Owner's credit card for transactions relating to this agreement.

5. PAYMENTS WITHHELD.

5.1 The Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Project Manager may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of:

(a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents by Contractor.

5.2 If any conditions described in 5.1. are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Provided however, in the event of an emergency, Owner shall not be required to provide Contractor any written notice prior to rectifying the situation at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or non-liquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

5.3 In instances where the Contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

5.4 If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

6. FINAL PAYMENT.

6.1 Owner shall make Final Payment to Contractor in accordance with Section 218.735, F.S. and the terms of the Contract Documents after the Work is finally inspected and accepted by Project Manager as set forth with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to Final Payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to Final Payment and such other

documentation that may be required by the Contract Documents and the Owner. Prior to release of Final Payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Acceptance and Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

6.2 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1 Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Contractor to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within thirty (30) calendar days after Notice to Proceed is received by Contractor, unless otherwise mutually agreed in writing by Owner and Contractor.

7.3 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Contractor submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5 The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute and, if need be, to consult with the Design Professional. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute.

8. DAILY REPORTS, SIGNED AND SEALED AS-BUILTS AND MEETINGS.

8.1 Unless waived in writing by Owner, Contractor shall complete and submit to Project Manager on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Project Manager. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1 Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2 Soil conditions which adversely affect the Work;

8.1.3 The hours of operation by Contractor's and Sub-Contractor's personnel;

8.1.4 The number of Contractor's and Sub-Contractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5 All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6 Description of Work being performed at the Project site;

8.1.7 Any unusual or special occurrences at the Project site;

8.1.8 Materials received at the Project site;

8.1.9 A list of all visitors to the Project

8.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to Owner pursuant to the Contract Documents.

8.2 Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit, and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Project Manager or Design Professional for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Project Manager by Contractor for Owner.

8.3 Contractor shall keep all records and supporting documentation, which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, or such longer period as may be required by law, whichever is later, pursuant to Florida Public Records Law Chapter 119 and comply with specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4 In no event shall any approval by Owner authorizing Contractor to continue performing Work under this Agreement or any payment issued by Owner to Contractor be deemed a waiver of any right or claim Owner may have against Contractor for delay damages hereunder.

10. CHANGES IN THE WORK.

10.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner in the form of a Work Directive, Exhibit E-2, and Owner shall not be liable to the Contractor for any increased compensation without such

written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

10.2 A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

10.3 If Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4 In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above. No markup shall be placed on sales tax, shipping or subcontractor markup.

10.5 Owner, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order or Work Directive Change.

10.6 The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

10.7 Any modifications to this Contract shall be in compliance with the County Procurement Ordinance, as amended and the terms of the Contract Documents in effect at the time such modifications are authorized.

11. CLAIMS AND DISPUTES.

11.1 Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and

matters in question between Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2 Claims by the Contractor shall be made in writing to the Project Manager within forty-eight (48) hours from when the Contractor knew or should have known of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the Owner grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3 The Contractor shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

12. OTHER WORK.

12.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to Owner and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2 Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

12.3 If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify, and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses

and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

13.2 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Owner, and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.3 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance and Bonding Requirements form Exhibit B-3 to the Agreement. Further, the Contractor shall at all times comply with all of the terms, conditions, requirements and obligations set forth under Exhibit B-3.

14. COMPLIANCE WITH LAWS.

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Project Manager in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date this Agreement was executed that increases the Contractor's time or cost of performance of the Work, Contractor is entitled to a Change Order for such increases, except to the extent Contractor knew or should have known of such changes prior to the date of this Agreement.

14.2 By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

14.3 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States, including the requirements set forth in Florida Statute, §448.095.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Contractors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Contractor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Contractors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Contractor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / Contractor's proposal may be deemed non-responsive.**
Additionally, Contractors shall require all subcontracted Contractors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the Contractor's responsibility to familiarize themselves with all rules and regulations governing this program.

Contractor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

15. CLEANUP AND PROTECTIONS.

15.1 Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

15.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Subject to the Section 2.3 above, any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

16. ASSIGNMENT.

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Owner's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.

17. PERMITS, LICENSES AND TAXES.

17.1 Pursuant to Section 218.80, F.S., Owner will pay for all Collier County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work through an internal budget transfer(s). Contractor is not responsible for paying for permits issued by Collier County, but Contractor is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier County agencies when the Contractor is acquiring permits. Owner will not be obligated to pay for any permits obtained by Subcontractors.

17.2 All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor.

17.3 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

18.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess

shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then the termination will be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Section 19 below.

18.6 In the event (i) Owner fails to make any undisputed payment to Contractor within thirty (30) days after such payment is due or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Contractor under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Contractor, then Contractor may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Contractor's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Contractor or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Contractor or any Subcontractor, the Contractor may terminate this Agreement by giving written notice to Owner of Contractor's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Contractor's written notice, Contractor may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Contractor be entitled to payment for Work not performed or any other damages from Owner.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1 Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2 Owner shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exdusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

20. COMPLETION.

Substantial Completion and Development of the Punch List

20.1 Substantial Completion is as defined in the Defined Terms section of this Agreement. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request the Contractor must:

a) Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports test logs, operational manuals, etc.) have been provided by Contractor and accepted by Owner.

b) Prepare a Contractor-generated punch list (i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, for submission with the request for inspection and issuance of a certificate of Substantial Completion), which shall include and list separately the estimated cost to complete each remaining unfinished item included on the list with an explanation as to the basis for those costs, substantiated by the Schedule of Values, subject to the Owner's final review and approval as stated below.

c) Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, if any, and other Owner personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

1. The Project Manager will, within a reasonable time, schedule, and conduct inspection(s) of the Work with the Professional (if any), other Owner personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated Punch List. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other Owner representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final document (Exhibit F-3 Punch List Form). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated below.

2. If upon completion of the inspection(s) the Owner does not consider the Project Substantially Complete, the Project Manager will notify the Contractor in writing giving reasons why the Project is not Substantially Complete.

3. If, upon completion of the inspection(s), the Owner considers the Project Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the Owner upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. The Certificate shall fix the date of Substantial Completion.

4. Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance, and operations are in place.

20.2 Time Frames for Issuance of the Punch List

(a) The Owner shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated Punch List prior to the Substantial Completion inspection.

(b) For construction estimated to cost less than ten million dollars ($10,000,000.00), the Punch List must be finalized within thirty (30) Days after the Substantial Completion date.

(c) For construction projects estimated to cost more than ten million dollars ($10,000,000.00), the Punch List must be finalized and issued within forty-five (45) Days after the Substantial Completion date.

(d) For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of the Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars ($10,000,000.00) or within forty-five (45) Days if it is estimated to cost more than ten million dollars ($10,000,000.00).

(e) If the development of the Punch List takes the full amount of time designated (or a portion thereof) and includes a tentative punch-list based upon the above dollar amount thresholds, the delivery of the Punch List of items shall be delivered by the Owner no later than five (5) business days thereafter. Within twenty (20) business days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance owed, that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. At the same time the Owner delivers the Punch List Contractor shall submit a payment application requesting that Owner pay the Contractor the remaining contract balance owed including all retainage previously held by Owner less an

amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List.

(f) The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

(g) Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the Punch List. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

20.3 Completion of Punch List Work and Release of Remaining Contract Balance

(a) Upon completion of the Punch List Work, the Contractor shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the Owner's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and the Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is complete or not.

(b) If, upon completion of the inspection(s) the Owner does not consider the Punch List Work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List Work is not complete.

(c) Upon completion of all items on the Punch List, the Contractor may submit a Payment Request for the remaining amount withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by Owner (Exhibit F-2 Certificate of Final Completion).

(d) All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation of the Contractor.

(e) Warranty Items may not affect the Final Payment of retainage pursuant to Section 218.735(7)(f), Florida Statutes.

(f) If the Owner fails to comply with its responsibilities to assist in developing the Punch List within the time frame applicable to the Project (as described above), the Contractor may submit a request for all remaining retainage withheld by the Owner. The Owner need not pay or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the Owner in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, the Owner does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Owner or Contractor.

20.4 Final Completion

(a) Upon written notice from the Contractor that the Project is complete, the Project Manager shall schedule a final inspection with the Contractor, the Design Professional, and any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.

(b) Final Completion of the Work shall be achieved by the Contractor when all the Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specifications section.

(c) After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion Exhibit F-2 for the Work.

20.5 Application for Final Payment

After the Certificate of Final Completion, Exhibit F-2 for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. As an explicit condition precedent to the accrual of Contractor's right to Final Payment, Contractor shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as a duly executed copy of the Surety's consent to Final Payment and such other documentation that may be required by the Contract Documents, including but not limited to:

(1) Receipt of Contractor's Final Application for Payment.
(2) The Release and Affidavit in the form attached as Exhibit C.
(3) Consent of surety to Final Payment.
(4) Receipt of the Final Payment Check list, Exhibit G-1.
(5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Prior to release of Final Payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G-1.

20.6 Approval of Final Payment

(a) If, on the basis of the Project Manager's observations and review of Work during Construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing that the entire remaining balance is found to be due and payable to the Contractor and approve payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for Final Payment, in which case the Contractor will make the necessary corrections and resubmit the Application. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations.

(b) Contractor's acceptance of Final Payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

(c) The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or Final Payment, the issuance of a Certificate of Substantial Completion, any payment by the Owner to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the Owner, the issuance of a Final Completion, any act of acceptance by the Owner, any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

21. WARRANTY.

21.1 Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any subcontractor or material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract

Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Contractor, at Contractor's expense. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21.2 No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Contractor's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Contractor to correct the cited deficiencies shall be grounds for the Owner to disqualify the Contractor from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

22 TESTS AND INSPECTIONS.

22.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager.

22.3 Contractor is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Contractor.

22.4 If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation, and be replaced at Contractor's sole expense.

22.5 The Owner shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays.

22.6 Neither observations nor other actions by the Project Manager or Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23. DEFECTIVE WORK.

23.1 Work not conforming to the requirements of the Contract Documents or any warranties made or assigned by Contractor to Owner shall be deemed defective Work. If required by Project Manager, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold Owner harmless for same.

23.2 If the Project Manager considers it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others and such Work is not otherwise required to be inspected or tested, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3 If any portion of the Work is defective, or if Contractor fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Project Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of Project Manager to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating the Project Manager to exercise this right for the benefit of Design Engineer, Contractor, or any other person.

23.4 Should the Owner determine, at its sole opinion, it is in the Owner's best interest to accept defective Work, the Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to Final Payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents, and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after Final Payment, Contractor shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

23.5 If Contractor fails, within a reasonable time after the written notice from Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. Provided, however, Owner shall not be required to give notice to Contractor in the event

of an emergency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS.

24.1 Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall be subject to Owner's approval and not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by the Contractor and be the Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. Owner shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause. Attached to the Agreement as Exhibit A-3 is a list identifying Contractor's Project Superintendent and all of Contractor's key personnel who are assigned to the Project; such identified personnel shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

24.2 Contractor shall have a competent superintendent on the project at all times whenever Contractor's work crews, or work crews of other parties authorized by the Project Manager are engaged in any activity whatsoever associated with the Project. Should the Contractor fail to comply with the above condition, the Project Manager shall, at his discretion, deduct from the Contractor's monthly pay estimate, sufficient moneys to account for the Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages, separate from the liquidated damages described in Section 5.B, for services not rendered.

25. PROTECTION OF WORK.

25.1 Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3 Contractor shall not disturb any benchmark established by the Owner or Design Professional with respect to the Project. If Contractor, or its subcontractors, agents, or anyone for whom Contractor is legally liable, disturbs the Owner or Design Professional's benchmarks, Contractor shall immediately notify Project Manager and Design Professional. The Owner or Design Professional shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

26. EMERGENCIES.

26.1 In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Design Professional is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager written notice within forty-eight (48) hours after Contractor knew or should have known of the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES.

27.1 Contractor shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SAFETY.

28.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1 All employees on or about the project site and other persons and/or organizations who may be affected thereby;

28.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3 Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation, or replacement in the Contract Documents.

28.2 Contractor shall comply with all applicable codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

28.3. Contractor shall designate a responsible representative located on a full-time basis at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

28.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Contractor, as well as those of all subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

28.5 Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Contractor shall comply with the following:

28.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

28.5.2 All Employees shall be provided an identification badge by Contractor. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees working at the Project site must log in and out with the Contractor each day;

28.5.3 Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

28.5.4 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

28.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct

and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

28.5.6 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

28.5.7 When requested, Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

28.5.8 The Employees may not solicit, distribute, or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

28.5.9 At all times, Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

29. PROJECT MEETINGS.

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the Project Manager, Design Professional, and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Project Manager with respect to the Project, when directed to do so by Project Manager or Design Professional. The Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Project Manager.

30. VENDOR PERFORMANCE EVALUATION.

Owner has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of $25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

31. MAINTENANCE OF TRAFFIC POLICY.

For all projects that are conducted within a Collier County Right-of-Way, the Contractor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS), where applicable on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through Risk Management and/or Procurement Services Division and is available on-line at colliergov.net/purchasing.

The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice to Proceed.

32. SALES TAX SAVINGS AND DIRECT PURCHASE.

32.1 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax. Additionally, as directed by Owner and at no additional cost to Owner, Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth in section 32.2 below.

32.2 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and may wish to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work ("Direct Purchase"). Contractor shall prepare purchase orders to vendors selected by Contractor, for execution by Owner, on forms provided by Owner. Contractor shall allow two weeks for execution of all such purchase orders by Owner. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Adjustments to the Contract Amount will be made by appropriate Change Orders for the amounts of each Owner Direct Purchase, plus the saved sales taxes. A Change Order shall be processed promptly after each Direct Purchase, or group of similar or related Direct Purchases, unless otherwise mutually agreed upon between Owner and Contractor. With respect to all Direct Purchases by Owner, Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all Direct Purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that all Direct Purchases shall be included within and covered by Contractor's warranty to Owner to the same extent as all other warranties provided by Contractor pursuant to the terms of the Contract Documents. In the event Owner makes a demand against Contractor with respect to any Direct Purchase and Contractor wishes to make claim against the manufacturer or supplier of such Direct Purchase, upon request from Contractor Owner shall assign to Contractor any and all warranties and Contract rights Owner may have from any manufacturer or supplier of any such Direct Purchase by Owner.

32.3 Bidder represents and warrants that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes, and for its responsibilities for Federal excise taxes.

33. SUBCONTRACTS.

33.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Project Milestone Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval prior to submitting its first Application for Payment. Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

33.2 A Subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with Contractor. Contractor shall be solely responsible for and have control over the Subcontractors. Contractor shall negotiate all Change Orders, Work Directive Changes, Field Orders and Requests for Proposal, with all affected Subcontractors and

shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of any Change Order from Owner. All Subcontractors performing any portion of the Work on this Project must be "qualified" as defined in Collier County Ordinance 2013-69, meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements with respect to its portion of the Work and has the integrity and reliability to assure good faith performance.

33.3 In addition to those Subcontractors identified in Contractor's bid that were approved by Owner, Contractor also shall identify any other Subcontractors, including their addresses, licensing information and phone numbers, it intends to utilize for the Project prior to entering into any subcontract or purchase order and prior to the Subcontractor commencing any work on the Project. The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from Owner. Any and all Subcontractor work to be self-performed by Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work. Contractor shall continuously update that Subcontractor list, so that it remains current and accurate throughout the entire performance of the Work.

33.4 Contractor shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Contractor shall not be required to contract with anyone it reasonably objects to. Contractor shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Contractor and its Subcontractors shall be in writing and are subject to Owner's approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontract or purchase order from Contractor to Owner at the election of Owner upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner, Collier County Government, will be an additional insured on all liability insurance policies required to be provided by the Subcontractor except workman's compensation and business automobile policies, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

33.5 Each Subcontractor performing work at the Project Site must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in its subcontract or purchase order. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its portion of the Work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The Subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

33.6 Unless otherwise expressly waived by Owner in writing, all subcontracts and purchase orders shall provide:

33.6.1 That the Subcontractor's exclusive remedy for delays in the performance of the subcontract or purchase order caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

33.6.2 In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

33.6.3 The subcontract or purchase order, as applicable, shall require the Subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation. Further, Contractor shall require all Subcontractors to similarly incorporate the terms of this Section 33.6 into their sub-subcontracts and purchase orders.

33.6.4 Each subcontract and purchase order shall require that any claims by Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

34. CONSTRUCTION SERVICES.

34.1 Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

34.1.1	Subcontracts and Purchase Orders
34.1.2	Subcontractor Licenses
34.1.3	Shop Drawing Submittal/Approval Logs
34.1.4	Equipment Purchase/Delivery Logs
34.1.5	Contract Drawings and Specifications with Addenda
34.1.6	Warranties and Guarantees
34.1.7	Cost Accounting Records
34.1.8	Labor Costs
34.1.9	Material Costs
34.1.10	Equipment Costs
34.1.11	Cost Proposal Request
34.1.12	Payment Request Records
34.1.13	Meeting Minutes
34.1.14	Cost-Estimates
34.1.15	Bulletin Quotations
34.1.16	Lab Test Reports
34.1.17	Insurance Certificates and Bonds
34.1.18	Contract Changes
34.1.19	Permits
34.1.20	Material Purchase Delivery Logs
34.1.21	Technical Standards
34.1.22	Design Handbooks
34.1.23	"As-Built" Marked Prints
34.1.24	Operating & Maintenance Instruction

34.1.25	Daily Progress Reports
34.1.26	Monthly Progress Reports
34.1.27	Correspondence Files
34.1.28	Transmittal Records
34.1.29	Inspection Reports
34.1.30	Punch Lists
34.1.31	PMIS Schedule and Updates
34.1.32	Suspense (Tickler) Files of Outstanding Requirements

The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

34.2 Contractor Presentations

At the discretion of the County, the Contractor may be required to provide a brief update on the Project to the Collier County Board of County Commissioners, "Board", up to two (2) times per contract term. Presentations shall be made in a properly advertised Public Meeting on a schedule to be determined by the County Manager or his designee. Prior to the scheduled presentation date, the Contractor shall meet with appropriate County staff to discuss the presentation requirements and format. Presentations may include, but not be limited to, the following information: Original contract amount, project schedule, project completion date and any changes to the aforementioned since Notice to Proceed was issued.

35. SECURITY.

The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

36. VENUE.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exdusive jurisdiction on all such matters.

37. VALUE ENGINEERING.

All projects with an estimated cost of $10 million or more shall be reviewed for consideration of a Value Engineering (VE) study conducted during project development. A "project" shall be defined as the collective contracts, which may include but not be limited to: design, construction, and construction, engineering and inspection (CEI) services. Additionally, any project with an estimated construction value of $2 million or more may be reviewed for VE at the discretion of the County.

38. ABOVEGROUND/UNDERGROUND TANKS.

38.1 The contractor shall ensure compliance with all NFPA regulations: specifically 110 & 30/30A; FDEP chapter 62 regulations: specifically 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLPA, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

38.2 The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

39. STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.

The Contractor shall employ people to work on Owner's projects who are neat, clean, well-groomed and courteous. Subject to the Americans with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The Owner may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Owner's projects is not in the best interest of the County.

40. DISPUTE RESOLUTION.

A. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person who would make the presentation of any settlement reached during negotiations to Owner for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person or designee who would make the presentation of any settlement reached at mediation to Owner's Board for approval. Should either party fail to

submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS

☒ Attached hereto, following this page

☐ Not Applicable

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

CAO

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

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number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

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Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Capital Contractors, LLC

Date 9/18/24

Authorized Signature 

CAO

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Capital Contractors, LLC

By: _____
Signature

Adam Ahmad
Name and Title

9010 Strada Stell Ct, Suite 108,
Street Address

Naples, Florida 34109
City, State, Zip

RLVXUBK7E6L7 - Cage: 8HTG4
UEI Unique Entity Identifier (for SAM.gov verification)

9/18/2024
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: Z2967

FEMA Project Number: DR 4673

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COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN Y [N] DBE? Y [N] MBE? [Y] N WBE? Y [N] SDB 8A? Y [N]	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? [Y] N CONSULTATION? Y [N] OTHER? Y [N]
IS THIS SUBMISSION A REVISION?	Y [N]	IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Adam Ahmad	9/18/2024	Managing Member
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
adam.ahmad@capitalengr.com	239.273.8894	

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Capital Contractors, LLC
Contractor (Firm Name)



Signature of Contractor's Authorized Official

Managing Member
Name and Title of Contractor's Authorized Official

9/18/2024
Date

CAO

Construction ITB 24-8278 Hurricane Ian Repairs - Clam Pass Parking Lot Wall
Bid Tabulation

				Capital Contractors, LLC	Douglas N. Higgins, Inc.	Engineer
	Summary Description	Unit	Quantity	Total	Total	Total
Parking Lot Wall Repair						
1	Mobilization, Demobilization, and General Items	LS	1	$ 9,750.00	$ 12,000.00	$ 10,000.00
2	Earthwork	LS	1	$ 19,250.00	$ 30,000.00	$ 20,000.00
3	Manufacturing and Installation of Wall Sections	LS	1	$ 78,250.00	$ 165,380.00	$ 65,000.00
4	Landscaping and Planting	LS	1	$ 22,500.00	$ 35,000.00	$ 15,000.00
	Total Bid Amount			$ 129,750.00	$ 242,380.00	$ 110,000.00

*** Staff has allocated $5,200 in Owner's Allowance - for Owners Use as Directed. This Allowance will be used only at the Owner's direction to accomplish work due to unforeseen conditions and/or as directed by the Owner. Inclusion of the Allowance as part of the Contract Price is not a guarantee that the Contractor will be paid any portion or the full amount of the Allowance. Expenditures of Owners Allowance will be made through Change Order with proper documentation of Time and Materials supporting the change.**

	Capital Contractors, LLC	Douglas N. Higgins, Inc.
	Yes/No	Yes/No
Bid Schedule	Yes	Yes
Bid Response Form (Form 1)	Yes	Yes
Contractors Key Personnel Assigned to Project - (Form 2)	Yes	Yes
Material Manufacturers (Form 3)	Yes	Yes
List of Major Subcontractors (Form 4)	Yes	Yes
Statement of Experience of Bidder (Form 5)	Yes	Yes
Trench Safety Act Acknowledgement (Form 6)	Yes	Yes
Bid Bond (Form 7)	Yes	Yes
Insurance and Bonding Requirements (Form 8)	Yes	Yes
Conflict of Interest Affidavit (Form 9)	Yes	Yes
Vendor Declaration Statement (Form 10)	Yes	Yes
Immigration Affidavit Certification (Form 11)	Yes	Yes
Addendums (1)	Yes	Yes
E-Verify	Yes	Yes
Grants Package	Yes	Yes
W-9	Yes	Yes
SunBiz	Yes	Yes
License	Yes	Yes

Opened By: Rita Iglesias
Witnessed By: Barbara Lance
Date: 9/18/2024 3:00 PM

Collier County

INSURANCE REQUIREMENTS COVERSHEET

Project Name
HUrrican Ian Repairs - Clam Pass Parking Lot Wall
Vendor Name
Capital Contractors, LLC
Solicitation/Contract No.
24-8278
Attachments
☑ Risk Approved Insurance Requirements ☑ Risk Approved Insurance Certificate(s)
Comments
The COI is in compliance.
Attachments Approved by Risk Management Division
Approval: GonzalezGreily Digitally signed by GonzalezGreily Date: 2024.12.10 16:24:35 -05'00'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christine Olson	
Olson & DiNunzio Insurance Agency Inc. 2536 Northbrooke Plaza Dr Naples FL 34119	PHONE (A/C, No, Ext): 239.596.6226	FAX (A/C, No):
	E-MAIL ADDRESS: chris@olsondinunzio.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EVANSTON INSURANCE CO	35378
INSURED Capital Contractors LLC 9010 Strada Stell Ct. Unit 108 Naples FL 34109	INSURER B : PROGRESSIVE INSURANCE	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		3AA763544	03/15/2024	03/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		07814220	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Collier County Board of County Commissioners, or Board of County Commissioners in Collier County or Collier County Government or Collier County included as an additional insured under the captioned Commercial General Liability and Automobile Liability policies on a primary and non contributory basis if and to the extent required by written contract. Contract 24-8278 for any and all work performed on behalf of Collier County.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3295 Tamiami Tr E.
Naples FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christine Olson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SUNZ Insurance Solutions, LLC. ID: (TLR)
c/o TLR of Bonita, Inc
700 Central Ave, Suite 500
St. Petersburg, FL 33701

CONTACT NAME: Workers' Comp Department
PHONE (A/C, No, Ext): 727-520-7676 x 3 **FAX (A/C, No):** 727-525-3862
E-MAIL ADDRESS: certs@encorehr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TLR of Bonita, Inc dba EnterpriseHR
700 Central Avenue Suite 500
St. Petersburg FL 33701

COVERAGES **CERTIFICATE NUMBER:** 82961756 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC039-00001-024	6/1/2024	6/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Provided for all leased employees but not subcontractors of: Capital Contractors Group, LLC
Client Effective: 5/28/2023
#24-8278 'Hurricane Ian Repairs - Clam Pass Parking Lot Wall

CERTIFICATE HOLDER
2728

Collier County Board of County Commissioners
3295 Tamiami Trail E
Naples FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rick Leonard

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Executive Summary

Recommendation to award Invitation to Bid ("ITB") No. 24-8284, "Caxambas Hurricane Ian Permanent Fuel Tank Installation" to Don Wood Inc., in the amount of $667,164.00, approve an Owners Allowance of $123,504.00 for potential unforeseen conditions, and authorize the Chairman to sign the attached Agreement (Project No. 50280).

OBJECTIVE: Approval to award an Invitation to Bid to build a new permanent fuel system at Caxambas Park.

CONSIDERATIONS: This project involves installing a new permanent fuel system at Caxambas Park. Hurricane Ian destroyed the previous permanent fuel system. The new fuel system will include a new above-ground REC-90 fuel tank, two credit card-capable fuel dispensers, a Feeder-Root fuel management system, new conduit and related work for fuel, low voltage, electrical lines, a new point-of-sale system, and all related site work.

On July 12, 2024, the Procurement Services Division issued ITB No. 24-8284, "Caxambas Hurricane Ian Permanent Fuel Tank Installation." The County received three bids by the September 18, 2024, submission deadline, as summarized below:

Respondents:					
Company Name	City	County	State	Base Bid	Responsive/ Responsible
Don Wood, Inc.	Orlando	Orange	FL	$667,164	Yes/Yes
Douglas N. Higgins, Inc.	Naples	Collier	FL	$871,178	Yes/Yes
Capital Contractors, LLC	Naples	Collier	FL	$1,185,525	Yes/Yes

Staff reviewed the bids received and found all three bidders responsive and responsible, with Don Wood, Inc. ("Don Wood") as the lowest, responsive, and responsible bidder. Staff recommends the attached agreement be awarded to Don Wood for the total bid amount of $667,164.00. In addition, staff has allocated $123,504 as an Owner's Allowance for unforeseen site conditions that might be encountered during construction and asks that the amount be approved as part of the Purchase Order issued to commence the work. Use of the allowance will be as directed by the County, with proper supporting documentation to be submitted by the contractor for any additional allowance work that is authorized and completed.

The County's engineering consultant, LJA Engineering, Inc. ("LJA"), contacted many of Don Wood's project references and determined that Don Wood has sufficient relevant experience with similar projects to demonstrate that they possess the required experience to complete the project successfully. The low bid for this project is approximately 8% higher than the LJA's Engineer's Opinion of a Probable Construction Cost of $617,520.

Don Wood, Inc., is a Florida corporation formed in 1967, and is registered with the Florida Department of Business and Professional Regulation as a Construction Business and a Certified Pollutant Storage Contractor with current active registrations.

LJA Engineering, Inc. and staff recommend that Don Wood, Inc. be awarded the Caxambas Hurricane Ian Permanent Fuel Tank Installation Project as set forth above.

FISCAL IMPACT: Funding in the amount of $790,668 is available in the FEMA Grants Fund (1813), Project 50280 (Hurricane Ian). Partial FEMA reimbursement is anticipated less any insurance proceeds.

GROWTH MANAGEMENT IMPACT: There is no Growth Management impact associated with this Executive Summary.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: Recommendation that the board award ITB No. 24-8284, "Caxambas Hurricane Ian Permanent Fuel Tank Installation," to Don Wood Inc., in the amount of $667,164.00, approve an Owners Allowance of $123,504.00, and authorize the Chairman to sign the attached Agreement (Project No. 50280).

PREPARED BY: Camden Smith, Project Manager II, Facilities Management

ATTACHMENTS:
1. 24-8284 NORA
2. 24-8284 VS_Don Wood Inc
3. DELORA
4. SunBiz_Don Wood, Inc.
5. 24-8284 Bid Tabulation
6. 24-8284 COIs in Compliance_Don Wood_12.4.24

Docusign Envelope ID: 91AD84B7-ED7B-4F8A-BE2E-3FD1CF16A8F9

Collier County

Notice of Recommended Award

Solicitation: 24-8284	Title: Caxambas Hurricane Ian Permanent Fuel Tank Installation

Due Date and Time: September 18th, 2024, at 3:00 PM EST

Respondents:

Company Name	City	County	State	Bid Amount	Responsive/Responsible
Don Wood, Inc.	Orlando	Orange	FL	$667,164.00	Yes/Yes
Douglas N. Higgins, Inc.	Naples	Collier	FL	$871,178.00	Yes/Yes
Capital Contractors, LLC	Naples	Collier	FL	$1,185,525.00	Yes/Yes

Utilized Local Vendor Preference: Yes ☐ No ☐ N/A

Recommended Vendor(s) For Award:
On July 12, 2024, the Procurement Services Division issued Construction Invitation to Bid (ITB) No. 24-8284, Caxambas Hurricane Ian Permanent Fuel Tank Installation, to two thousand and seventy-three (2,073) vendors. Six hundred and sixty-three vendors (663) viewed the bid package, and the County received three (3) bids by the September 18, 2024, submission deadline.

Staff reviewed the bids received. All three (3) bidders were deemed responsive /responsible. Staff determined that Don Wood, Inc., is the lowest responsive and responsible bidder.

Staff recommends the contract be awarded to Don Wood, Inc., the lowest responsive and responsible bidder, based on the award of the Base Bid with Alternates for the total bid amount of $667,164.00. In addition to the total bid amount, staff has allocated $123,504.00 in Owner's Allowance, for Owner's use as directed.

Contract Driven ■ Purchase Order Driven ☐

Required Signatures

Project Manager: DocuSigned by: Camden Smith 87E90A82660D450... 10/25/2024

Procurement Strategist: Signed by: Rita Iglesias AC96D7BEEA40444... 10/25/2024

Procurement Services Director:
DocuSigned by: Sandra Srnka 3ECCC8279B554F5...
Sandra Srnka

10/25/2024
Date

CONSTRUCTION AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ("County" or "Owner") hereby contracts with **Don Wood, Inc.** ("Contractor") of **6501 Old Winter Garden Rd, Orlando, Florida 32835** a **Florida Profit Corporation**, authorized to do business in the State of Florida, to perform all work ("Work") in connection with **Caxambas Hurricane Ian Permanent Fuel Tank Installation,** Invitation to Bid No. **24-8284 ("Project"),** as said Work is set forth in the Plans and Specifications prepared by **LJA Engineering, Inc.,** the Engineer and/or Architect of Record ("Design Professional") and other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Bidding Documents and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement" and sometimes as the "Contract"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. Owner shall furnish to the Contractor one reproducible set of the Contract Documents and the appropriate number of sets of the Construction Documents, signed and sealed by the Design Professional, as are reasonably necessary for permitting.

Section 2. Scope of Work.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.

Section 3. Contract Amount.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **Six Hundred Sixty-seven Thousand One Hundred Sixty-four Dollars ($667,164.00**). The amount of **One Hundred Twenty-three Thousand Five Hundred and Four Dollars ($123,504.00) has been allocated as an Owner's Allowance.** Any allowance dollar amount that has been included in the Contractor's Bid Schedule amount is not a guaranteed portion of the aforementioned Contract Amount but rather is only eligible for reimbursement by the Owner if and subject to whether a specific dollar amount of the allowance is expressly authorized by the Owner and formally agreed upon and memorialized by the Parties in writing (the "Owner's Allowance"). Any dollar portion of an Owner's Allowance that is not authorized by the Owner and memorialized by the Parties in writing, via Change Order, shall not be eligible for reimbursement/payment by the Owner as part of a Payment Application submitted by the Contractor.

Section 4. Bonds.

A. If applicable, the Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B-1 and B-2, in the amount of 100% of the Contract Amount, plus any approved allowance as provided in Section 3, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies" circular. This circular may be accessed via the web at https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html. Should the Contract Amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be subject to the Owner's approval.

Section 5. Contract Time and Liquidated Damages.

A. Time of Performance.
Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Contractor shall achieve Substantial Completion within **Two Hundred Thirty (230)** calendar days from the Commencement Date (herein "Contract Time"). The date of Substantial Completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended, as more particularly defined herein at Section 16, Defined Terms. Contractor shall achieve Final Completion within **Thirty (30)** calendar days after the date the Punch List is delivered to the Contractor. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Department Administrator or Division Director, as applicable, acting directly or through duly authorized representatives.

B. Liquidated Damages in General.
Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if Contractor fails to achieve Substantial Completion within the time specified above, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Contractor fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **Four Hundred Eighty-three Dollars and Twenty-eight Cents ($483.28)** for each calendar day thereafter until Substantial Completion is achieved. Further, in the event Substantial Completion is reached, but the Contractor fails to reach Final Completion within the required time period, Owner shall also be entitled to assess, and Contractor shall be liable for all actual damages

incurred by Owner as a result of Contractor failing to timely achieve Final Completion. The Project shall be deemed to be substantially completed on the date specified by the Project Manager (or at his/her direction, the Design Professional) as memorialized in the Certificate of Substantial Completion issued pursuant to the terms hereof, and as more particularly defined herein at Section 16, Defined Terms. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to Substantially or Finally Complete the Work within the required time periods.

C. Computation of Time Periods.
When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday.

D. Determination of Number of Days of Default.
For all contracts, the Owner will count default days in calendar days.

E. Right of Collection.
The Owner has the right to apply any amounts due Contractor under this Agreement or any other agreement between Owner and Contractor, as payment on such liquidated damages due under this Agreement in Owner's sole discretion. Notwithstanding anything herein to the contrary, Owner retains its right to liquidated damages due under this Agreement even if Contractor, at Owner's election and in its sole discretion, is allowed to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

F. Completion of Work by Owner.
In the event Contractor defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another contractor or its own forces, the Contractor and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work, as more particularly defined herein at Section 16, Defined Terms. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

G. Final Acceptance by Owner.
The Owner shall consider the Agreement complete when the Contractor has completed in its entirety all of the Work and the Owner has accepted all of the Work and notified the Contractor in writing that the Work is complete. Once the Owner has approved and accepted the Work, Contractor shall be entitled to final payment in accordance with the terms of the Contract Documents.

H. Recovery of Damages Suffered by Third Parties.
Contractor shall be liable to Owner to the extent Owner incurs damages from a third party as a result of Contractor's failure to fulfill all of its obligations under the Contract Documents. Owner's recovery of any delay related damages under this Agreement through the liquidated damages does not preclude Owner from recovering from Contractor any other non-delay related damages that may be owed to it arising out of or relating to this Agreement.

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Section 6. Exhibits Incorporated.

Exhibits Incorporated: The following documents are expressly agreed upon, attached hereto, and made a part of this Agreement for Solicitation **#24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation**.

Exhibit A-1: Contractor's Bid Schedule
Exhibit A-2: Contractor's Bid Submittal Forms and Addendums
Exhibit A-3: Contractor's List of Key Personnel Assigned to the Project
Exhibit B-1: Payment Bond Form ☐ ~~Not Applicable~~
Exhibit B-2: Performance Bond Form ☐ ~~Not Applicable~~
Exhibit B-3: Insurance Requirements
Exhibit C: Release and Affidavit Form
Exhibit D-1: Contractor Application for Payment Form
Exhibit D-2: Schedule of Values
Exhibit D-3: Stored Materials Record
Exhibit E-1: Change Order Form
Exhibit E-2 Work Directive Form
Exhibit F-1: Certificate of Substantial Completion Form
Exhibit F-2: Certificate of Final Completion
Exhibit F-3: Punch List Form
Exhibit G-1: Final Payment Checklist
Exhibit G-2: Warranty
Exhibit H: General Terms and Conditions
Exhibit I: Supplemental Terms and Conditions ☒ Applicable ☐ ~~Not Applicable~~

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement for Solicitation **#24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation**. The complete contract documents, including Addendum with attachments, are available on the County's on-line bidding system, which the parties agree comprise the final integrated agreement executed by the parties.

Sections corresponding to any checked box (☒) expressly apply to the terms of this Agreement and are available through the County's on-line bidding.

☐ ~~Exhibit J: Technical Specifications~~
☐ ~~Exhibit K: Permits~~
☒ Exhibit L: Standard Details
☒ Exhibit M: Plans and Specifications prepared by: **LJA Engineering, Inc.**
☒ Exhibit N: Environmental Health and Safety Requirements for Construction Projects

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Section 7. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the Owner shall be deemed duly served if delivered by U.S. Mail or E-mail, addressed to the following:

Collier County Board of County Commissioners, FL
c/o Facilities Division
3335 Tamiami Trail E. Suite 101
Facilities Management - Building W
Naples FL 34112
Attn: Camden Smith,
Phone: 239-682-0082
Email: camden.smith@colliercountyfl.gov

B. All notices required or made pursuant to this Agreement by Owner to Contractor shall be made in writing and shall be deemed duly served if delivered by U.S. Mail, or E-mail, addressed to the following:

Don Wood, Inc.
6501 Old Winter Garden Rd
Orlando, FL 32835
Attn: Kirk Colvin
Phone: (407) 293-0891
Email:kirkcolvin@donwoodinc.com

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 8. PUBLIC ENTITY CRIMES.

8.1 By its execution of this Contract, Construction Contractor acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Section 9. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 10. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 11. Governing Law.

The Agreement shall be interpreted under, and its performance governed by the laws of the State of Florida.

Section 12. No Waiver.

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 13. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by the Agreement.

Section 14. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 15. Change Order Authorization.

The Project Manager shall have the authority on behalf of the Owner to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the Owner's Procurement Ordinance, as amended, and the terms of the Contract Documents.

Section 16. Construction.

(i) Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.

(ii) Defined Terms: The following Defined Terms used in the Agreement shall be understood to be defined as expressly set forth below. Other terms referenced in the Agreement shall be understood as they may separately be defined herein or if not so defined shall be understood consistent with their natural and ordinary meaning.

(a) "Application for Payment" shall mean the form provided by the Owner that is to be used by the Contractor in requesting a progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

(b) "Construction Project" shall mean a Project, funded by Owner funds that involves the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any real property owned or under the control of the Owner, which Work is being performed under a Construction Contract.

(c) "Construction Services" shall mean all labor and materials to be provided by Contractor in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. Construction Services also means Work.

(d) "Contract" or "Contract Documents" shall refer to those documents described in Section 1, subsection A of the Agreement.

(e) "Defective" shall mean an adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

(f) "Department" shall mean the Department or Division initiating and managing the Project on behalf of the Owner.

(g) "Director" shall mean the Director or Administrator of the Department or Division initiating and managing the Project on behalf of the Owner.

(h) "Final Acceptance" shall mean acceptance of the Work by the Owner as evidenced by the signature of the Project Manager or Design Professional upon the Certificate of Final Completion form, Exhibit F-2. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List form, Exhibit F-3.

(i) "Professional" or "Design Professional" shall mean the professional architectural/engineering firm designated to perform the design, Construction Engineering and Inspection ("CEI") services, by an existing agreement, or resident in-house Owner engineering services for the Work. At times, Owner staff may perform the design for the Work in-house and shall be considered the Professional in relation to the Work or a particular portion of the Work.

(j) "Project" shall mean the total construction, of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

(k) "Project Manager" shall mean an individual employed by the Owner and assigned to manage and administer the Project which is the subject of the Contract Documents.

(l) "Proper Invoice" shall mean an invoice that conforms with all statutory requirements and all requirements specified in the Contract Documents.

CAO

(m) "Punch List" shall mean the approved list of incomplete and/or deficient Work that shall be completed by the Contractor after Substantial Completion but before the Final Acceptance can be certified by the Project Manager. The Punch List enumerates the items required to render complete, satisfactory and acceptable all Work by the Contractor. The Punch List is developed by the Contractor, Owner and Professional (if any) in accordance with the provisions of the Contract and within the time frames required therein. The Punch List essentially includes items of a minor nature; major items must be completed before Substantial Completion and cannot be considered to be Punch List work.

(n) "Schedule of Values" shall mean a schedule showing all activities of the Work subdivided into component parts in sufficient detail to serve as the basis for measuring quantities in place and/or calculating amounts for progress payments during construction. The Schedule of Values shall be satisfactory in form and substance to the Project Manager.

(o) "Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Punch List. Substantial Completion includes, but is not limited to, the following occurring: (1) the Work can be safely utilized for the purposes for which it was intended; (2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, (3) all operational testing has successfully occurred; (4) all required training has successfully occurred; (5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by the Contractor and accepted by the Owner, and permit acceptance by permitting agencies, if applicable, see Exhibit F-1.

(p) "Work" shall mean the Work to be performed under this Agreement and shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Specifications, schedules, Drawings, and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the Professional from time to time during construction in explanation of said Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents, which may be necessary for the complete and proper construction of the Work in good faith, shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.

(q) "Written Directive" shall mean a written directive and also referred to as work directive, as required by in Exhibit H, Section 10.1, in the form that appears in Exhibit E-2 that is issued to a Contractor from Owner in instances where the parties cannot agree on price and/or costs associated with work arising from differing, unforeseen or emergency site conditions and the work in question is part of the "critical path" of the contract schedule. A written directive should ultimately be followed up with an agreed upon Change Order. A verbal Work Directive may only

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be issued in extraordinary emergencies when necessary to protect and promote the public interest, which shall be followed up with a written Work Directive within five (5) business days.

Section 17. Order of Precedence

In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions. To the extent any conflict in the terms of the Contract Documents including the Owner's Board approved Executive Summary cannot be resolved by application of the Supplemental Conditions, if any, or the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

Don Wood, Inc.

TWO WITNESSES:

FIRST WITNESS

Zahira Salem
Print Name

SECOND WITNESS

Christopher Rogers
Print Name

By:

KIRK COLVIN, VP
Print Name and Title

Date: 12/04/24

ATTEST:

Crystal K. Kinzel, Clerk of Courts
& Comptroller

BY: _____

Date: _____

Approved as to Form and Legality:

_____
County Attorney

_____
Print Name

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY FLORIDA

BY: _____
Chris Hall, Chairman

EXHIBIT A-1: CONTRACTOR'S BID SCHEDULE

(FOLLOWING THIS PAGE)

CAO

Bid No. 24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation

PROJECT ADDRESSES: Caxambas Park,
909 Collier Court,
Marco Island, Florida

GENERAL BASE SCOPE

Item No.	Description	Qty	Unit	Total
4.1	Mobilization	1	LS	$37,500.00
4.2	Civil Site Work	1	LS	$46,500.00
4.3	Mechanical	1	LS	$459,660.00
4.4	Landscape & Misc	1	LS	$123,504.00
	TOTAL BID AMOUNT			$667,164.00

*Staff has allocated $123,504 in Owner's Allowance - for Owners Use as Directed. This Allowance will be used only at the Owner's direction to accomplish work due to unforeseen conditions and/or by the Owner. Inclusion of the Allowance as part of the Contract Price is not a guarantee that the Contractor will be paid any portion or the full amount of the Allowance. Expenditures of Owners Allowance will be made through Change Order with proper documentation of Time and Materials supporting the change.

CAO

EXHIBIT A-2: CONTRACTOR'S BID SUBMITTAL FORMS AND ADDENDUM

(FOLLOWING THIS PAGE)

CAO

County of Collier, FL
Procurement
-, -
3299 Tamiami Trail, East Naples, FL 34112

[DON WOOD, INC] RESPONSE DOCUMENT REPORT

GEN No. 24-8284

Caxambas Hurricane Ian Permanent Fuel Tank Installation

RESPONSE DEADLINE: September 18, 2024 at 3:00 pm

Report Generated: Thursday, September 19, 2024

Don Wood, Inc Response

CONTACT INFORMATION

Company:
Don Wood, Inc

Email:
kirkcolvin@donwoodinc.com

Contact:
Kirk Colvin

Address:
6501 Old Winter Garden Rd
Orlando, FL 32835

Phone:
N/A

Website:
https://www.donwoodinc.com/

Submission Date:
Sep 11, 2024 2:59 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 9, 2024 12:09 PM by Kirk Colvin

Addendum #2
Confirmed Sep 9, 2024 12:09 PM by Kirk Colvin

Addendum #3
Confirmed Sep 9, 2024 12:09 PM by Kirk Colvin

Addendum #4
Confirmed Sep 9, 2024 12:09 PM by Kirk Colvin

Addendum #5
Confirmed Sep 9, 2024 12:09 PM by Kirk Colvin

Addendum #6
Confirmed Sep 11, 2024 3:06 PM by Kirk Colvin

QUESTIONNAIRE

1. 1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

2. 2. Construction Bid Instructions Form*

Construction Bid Instructions have been acknowledged and accepted.

Confirmed

CAO

3. 3. Collier County Purchase Order Terms and Conditions*
Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.

Confirmed

4. 4. Collier County Required Forms

4.1. BID SCHEDULE*
Please Upload in Excel format.

24-8284_Bid_Schedule_Rev._1.xlsx

4.2. BID FORM (FORM 1)*
Form_1.pdf

4.3. CONTRACTORS KEY PERSONNEL (FORM 2)*
Form_2.pdf

4.4. MATERIAL MANUFACTURERS (FORM 3)*
Form_3.pdf

4.5. LIST OF MAJOR SUBCONTRACTORS (FORM 4)*
Form_4.pdf

4.6. STATEMENT OF EXPERIENCE (FORM 5)*
Form_5.pdf

4.7. TRENCH SAFETY ACT (FORM 6)*
Form_6.pdf

4.8. BID BOND FORM (FORM 7)*
Form_7.pdf

CAO

4.9. INSURANCE AND BONDING REQUIREMENTS (FORM 8)*
Collier_WC.pdf
COI-Collier_County_Auto.pdf
Collier_GL.pdf

4.10. CONFLICT OF INTEREST AFFIDAVIT (FORM 9)*
Form_9.pdf

4.11. VENDOR DECLARATION STATEMENT (FORM 10)*
Form_10.pdf

4.12. IMMIGRATION LAW AFFIDAVIT CERTIFICATION (FORM 11)*
Form_11.pdf

4.13. GRANTS PROVISION PACKAGE*
empty.txt

4.14. BUSINESS TAX RECEIPT (COLLIER COUNTY BUSINESSES ONLY)
empty.txt

4.15. E-VERIFY - MEMORANDUM OF UNDERSTANDING*
E=Verify_MOU.pdf

4.16. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN STATE OF FLORIDA (SUNBIZ.ORG)*
http://dos.myflorida.com/sunbiz/ should be attached with your submittal.

2024_Cert_of_Status.pdf

4.17. ANY REQUIRED PROFESSIONAL LICENSES – VALID AND CURRENT (MYFLORIDALICENSE.COM) (IE: MAIN CONTRACTOR MUST POSSESS AN ACTIVE STATE OF FLORIDA GENERAL CONTRACTOR LICENSE. CONTRACTOR OR SUBCONTRACTOR MUST POSSESS A POLLUTANT STORAGE SYSTEM SPECIALTY CONTRACTOR LICENSE AS APPLICABLE, REQUESTED AND/OR REQUIRED.)*

Kiron_Senapati_GC_License_2026.pdf
Luis_Wall_Professional_License_7842737.pdf

4.18. W-9 FORM*
2024_W9.pdf

4.19. MISCELLANEOUS DOCUMENTS
No response submitted

PRICE TABLES

TOTAL BID

Please Submit Completed Bid Schedule Via Microsoft Excel

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Total Bid Amount	1	EA	$667,164.00	$667,164.00
TOTAL					$667,164.00

FORM 1 - BID RESPONSE FORM

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

Caxambas Hurricane Ian Permanent Fuel Tank Installation
BID NO. 24-8284

Full Name of Bidder Don Wood Inc.

Main Business Address 6501 Old Winter Garden Rd. Orlando, FL 32835

Place of Business 6501 Old Winter Garden Rd. Orlando, FL 32835

Telephone No. 407-293-0891 Fax No. _____

State Contractor's License # PCC1256984 & CGC1522696

State of Florida Certificate of Authority Document Number 315614

Federal Tax Identification Number 59-1167805

DUNS # _____ CCR# _____ Cage Code _____

To: BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
(hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is submitted without collusion with any other person, firm or corporation; that it has carefully examined the location of the proposed Work, the proposed form of Agreement and all other Contract Documents and Bonds, and the Contract Drawings and Specifications.

Bidder proposes, and agrees if this Bid is accepted, Bidder will execute the Agreement included in the Bidding Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

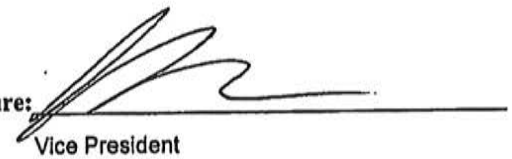
Unit prices shall be provided in no more than two decimal points, and in the case where further decimal points are inadvertently provided, rounding to two decimal points will be conducted by Procurement Services Division staff.

Upon notification that its Bid has been awarded, the Successful Bidder will execute the Agreement form attached to the Bidding Documents within ten (10) calendar days and deliver the Surety Bond or Bonds and Insurance Certificates as required by the Contract Documents. The bid security attached is to become the property of the Owner in the event the Agreement, Insurance Certificates and Bonds are not executed and delivered to Owner within the time above set forth, as liquidated damages, for the delay and additional expense to the Owner, it being recognized that, since time is of the essence, Owner will suffer financial loss if the Successful Bidder fails to execute and deliver to Owner the required Agreement, Insurance Certificates and Bonds within the required time period. In the event of such failure, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from the Successful Bidder in the event it fails to execute and deliver the Agreement, Insurance Certificates, and Bonds as required hereunder. The Successful Bidder hereby expressly waives and relinquishes any right which it may have to seek to characterize the

above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of bidding if the Successful Bidder fails to execute and deliver the Agreement, Insurance Certificates, and Bonds in a timely manner.

Upon receipt of the signed and approved agreement and Purchase Order, the undersigned proposes to commence work at the site within five (5) calendar days from the commencement date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) commencement date. The undersigned further agrees to substantially complete all work covered by this Bid within **two hundred and thirty (230)** consecutive calendar days, computed by excluding the commencement date and including the last day of such period, and to be fully completed to the point of final acceptance by the Owner within **thirty (30)** consecutive calendar days after Substantial Completion, computed by excluding commencement date and including the last day of such period.

Acceptance and acknowledged by an Authorize Agent

Signature: 

Title: Vice President

Date: 09/09/2024

FORM 2 - CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Caxambas Hurricane Ian Permanent Fuel Tank Installation
Bid No. 24-8284

Name	Personnel Category
Luis Diaz	Construction Superintendent
Luis Diaz	Project Manager

FORM 3 - MATERIAL MANUFACTURERS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

All Bidders shall confirm by signature that they will provide the manufacturers and materials outlined in this Bid specifications, including compliance with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal. Exceptions (when equals are acceptable) may be requested by completing the Material Manufacturer Exception List below. If an exception for a manufacturer and/or material is proposed and listed below and is not approved by Engineer/Project Manager, Bidder shall furnish the manufacturer named in the specification. Acceptance of this form does not constitute acceptance of material proposed on this list.

Complete and sign section A OR B.

Section A (Acceptance of all manufactures and materials in Bid specifications)

On behalf of my firm, I confirm that we will use all manufacturers and materials as specifically outlined in the Bid specifications.

Company: Don Wood Inc.

Signature: _____ Date: 09/09/2024

Section B (Exception requested to Bid specifications manufacturers and materials)

	EXCEPTION MATERIAL	EXCEPTION MANUFACTURER
1.	NA	NA
2.		
3.		
4.		
5.		

Please insert additional pages as necessary.

Company: Don Wood Inc.

Signature: _____ Date 09/09/2024

FORM 4 - LIST OF MAJOR SUBCONTRACTORS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

The undersigned states that the following is a list of the proposed subcontractors for the major categories outlined in the requirements of the Bid specifications.

The undersigned acknowledges its responsibility for ensuring that the Subcontractors for the major categories listed herein are "qualified" (as defined in Ordinance 2017-08 and Section 15 of Instructions to Bidders) and meet all legal requirements applicable to and necessitated by the Contract Documents, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The Owner reserves the right to disqualify any Bidder who includes non-compliant or non-qualified Subcontractors in its bid offer. Further, the Owner may direct the Successful Bidder to remove/replace any Subcontractor, at no additional cost to Owner, which is found to be non-compliant with this requirement either before or after the issuance of the Award of Contract by Owner. (Attach additional sheets as needed). Further, the undersigned acknowledges and agrees that promptly after the Award of Contract, and in accordance with the requirements of the Contract Documents, the Successful Bidder shall identify all Subcontractors it intends to use on the Project. The undersigned further agrees that all Subcontractors subsequently identified for any portion of work on this Project must be qualified as noted above.

	Major Category of Work	Subcontractor and Address
1.	Electrical	
2.	Mechanical	
3.	Plumbing	
4.	Site Work	
5.	Identify other subcontractors that represent more than 10% of price or that affect the critical path of the schedule	NA, no subcontractors

Company: Don Wood Inc.

Signature: _____ Date: 09/09/2024

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

4. Fuel Site Closures 24-0309-ITB-C (project name) | Pinellas County Board of County Commissioners (project owner)

2 site - Largo and St. Pete (project location) | POB 2438 Clearwater, FL 33757 (Owner's address)

Decommission 2 site to remove 8K ASTs (project description) | John Neal (Owner's contact person) | PM (title)

09/2024 (project completion date) | $ 75,000.00 (contract value) | 727-582-3038 (phone) | janeal@pinellascounty.org (email)

Note Don Wood has done a couple Pinellas Co. jobs under Mr. Neal

5. MHC Riverwatch - Loggerhead Marina (project name) | Equity Lifestyles Properties, Inc. (project owner)

St. Petersburg, Florida (project location) | 5821 32nd Way S St Petersburg, Florida 33712 (Owner's address)

12K UST closure and 12K AST Install (project description) | Jorge Rodriguez (Owner's contact person) | PM (title)

08/2024 (project completion date) | $ 146,973.00 (contract value) | 813-690-6809 (phone) | Jorge_Rodriguez@equitylifestyle.com (email)

Note Don Wood has done a couple projects for Equity including relining 12AST with Rafibra system.

Company: Don Wood Inc. Signature: _____ Date: 09/09/2024

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONSIBLE.

The Bidder is required provide five (5) project references, stated below, of what work of similar magnitude completed within the last five (5) years is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the Agreement.

1. Orange County Fleet - Ocoee Service Center
15,000-gallon UST Replacement
FDEP Facility ID 48-9045992
(project name)

Ocoee, Florida
(project location)

15K UST Replacement
(project description)

02/2024 - 05/2024 (project start/completion dates)

$ 411,639.00 (contract value)

Board of County Comm, Orange County
(project owner)

400 E South St., Orlando, FL 32801
(Owner's address)

Randy Nixon (Owner's contact person) PM (title)

407-836-0051 (phone) Randy.Nixon@ocfl.net (email)

2. HCA Florida Hospital Osceola
10,000-gallon UST Install.
(project name)

Kissimmee, Florida
(project location)

10K UST Install
(project description)

03/2024 - 05/2024 (project start/completion dates)

$ 472,737.00 (contract value)

HCA Osceloa - Coastal Mechanical
(project owner)

2425 E Landstreet Rd, Orlando, FL 32824
(Owner's address)

Luke Bauer (Owner's contact person) PM (title)

386-689-3297 (phone) lbauer@coastalmechanical.com (email)

3. Orange County Fleet - Apopka Service Center
15,000-gallon UST Replacement
FDEP Facility ID 48-8627845
(project name)

Apopka, Florida
(project location)

15K UST Replacement
(project description)

04/2024 - 07/2024 (project start/completion dates)

$ 418,233.00 (contract value)

Board of County Comm, Orange County
(project owner)

400 E South St., Orlando, FL 32801
(Owner's address)

Randy Nixon (Owner's contact person) PM (title)

407-836-0051 (phone) Randy.Nixon@ocfl.net (email)

FORM 6 - TRENCH SAFETY ACT

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE.

Bidder acknowledges that included in the various items of the bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the cost to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Chain link fence	LF	250	$5.00	$1,250.00
2.					
3.					
4.					
5.					

TOTAL $ $1,250.00

Company: Don Wood Inc.

Signature: [signature]

Date: 09/09/2024

FORM 7 - BID BOND

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONISBLE

KNOW ALL MEN BY THESE PRESENTS, that we Don Wood, Inc. (herein after called the Principal) and Merchants National Bonding, Inc., (herein called the Surety), a corporation chartered and existing under the laws of the State of Iowa with its principal offices in the city of Des Moines and authorized to do business in the State of Florida are held and firmly bound unto the Collier County Board of County Commissioners (hereinafter called the Owner), in the full and just sum of Five percent of amount bid---------- dollars ($ ----------5%----------) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to furnish, install, and fully complete the Work on the Project known as **Bid No. 24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation.**

NOW, THEREFORE, if the Owner shall accept the Bid of the PRINCIPAL and the PRINCIPAL shall enter into the required Agreement with the Owner and within ten days after the date of a written Notice of Award in accordance with the terms of such Bid, and give such bond or bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the PRINCIPAL to enter into such Agreement or to give such bond or bonds, and deliver to Owner the required certificates of insurance, if the PRINCIPAL shall pay to the OBLIGEE the fixed sum of $ Five percent of amount bid noted above as liquidated damages, and not as a penalty, as provided in the Bidding Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this 11th day of September, 2024 .

Don Wood, Inc. — Principal

BY _____ (Seal)

Merchants National Bonding, Inc. — Surety

Sarah K O'Linn (Seal)

Sarah K.O'Linn, Attorney-in-Fact *

Countersigned Sarah K O'Linn

Sarah K.O'Linn, FL Lic. Resident Agent * Inquiries: 407-786-7770

Appointed Producing Agent for Florida Surety Bonds, Inc.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11 day of September, 2024

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Danielle Coggon
LRA Insurance P.O. Box 948173 Maitland FL 32794	PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: dcoggon@lrainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RetailFirst Insurance Company	10700
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Don Wood, Inc.
6501 Old Winter Garden Road
Orlando FL 32835

COVERAGES **CERTIFICATE NUMBER: 24/25** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0520-61731	2/1/2024	2/1/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Collier County Board of Commissioners
3295 Tamiami Trail East
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Lumbra/DCOGGE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alexander Insurance Agency 541 South Orlando Avenue, Suite 206 Maitland FL 32751 License#: L029632	**CONTACT NAME:** Jennifer Vann **PHONE (A/C, No, Ext):** 407-629-5346 **FAX (A/C, No):** 407-629-5407 **E-MAIL ADDRESS:** jvann@alexfinancial.com
INSURED Don Wood, Inc. 6501 Old Winter Garden Road Orlando FL 32835 DONWOOD-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Casualty Ins Co Amer — 19046 **INSURER B :** Travelers Insurance Company — 25658 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1701226641 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			BA4S287653	7/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			EX2T588518	7/31/2024	7/31/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see attached endorsement form(s):

AUTO: CA T4 37 02 16; CA T4 74 02 16

CERTIFICATE HOLDER

Collier County Board of Commissioners
3295 Tamiami Trail East
Naples FL 34112
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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WOODD-1 OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 817-640-5035 Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Jim Beam, CIC	CONTACT NAME: Jim Beam, CIC PHONE (A/C, No, Ext): 817-640-5035 FAX (A/C, No): 817-640-0131 E-MAIL ADDRESS:
INSURED Don Wood, Inc. 6501 Old Winter Garden Road LLC 6501 Old Winter Garden Rd. Orlando, FL 32835	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Mid-Continent Casualty Co. — 23418 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			04GL1121214	07/31/2024	07/31/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
A	X Pollution Liab						MED EXP (Any one person)	$ -0-
A	X Professional Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			04XS235726	07/31/2024	07/31/2025	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Installation Fltr			04CIM45170	07/31/2024	07/31/2025	Instl.	250,000
A	Lsd/Rntd Equip			04CIM45170	07/31/2024	07/31/2025	500K Itm	500K Loc

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket additional insured endosement, which provides additional insured status to Collier County Board of County Commissioners, when there is a written "insured contract" between the named insured and those which require such status.

CERTIFICATE HOLDER COLLIE5

Collier County Board of
County Commissioners
3295 Tamiami Trail E
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Monroe

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Collier County

Procurement Services Division

FORM 9 – CONFLICT OF INTEREST AFFIDAVIT

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Don Wood Inc.
Company Name

Signature

Kirk Colvin Vice President
Print Name and Title

State of Florida

County of Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September (month), 2024 (year), by Kirk Colvin (name of person acknowledging).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

ZAHIRA SALEM
MY COMMISSION # HH 469209
EXPIRES: March 30, 2028

Collier County
Procurement Services Division

FORM 10 – VENDOR DECLARATION STATEMENT

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation. **Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 9 day of September, 2024 in the County of Orange, in the State of Florida.

Firm's Legal Name:	Don Wood Inc.
Address:	6501 Old Winter Garden Rd.
City, State, Zip Code:	Orlando, FL 32835
Florida Certificate of Authority Document Number	315614
Federal Tax Identification Number	59-1167805
*CCR # or CAGE Code *Only if Grant Funded	
Telephone:	407-293-0891
Email:	kirkcolvin@donwoodinc.com
Signature by: (Typed and written)	
Title:	Kirk Colvin Vice President

CAO

Additional Contact Information

Send payments to:
(required if different from above)
Company name used as payee

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

_____

Email: _____

Office servicing Collier County to place orders
(required if different from above)
Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

Email: _____

Secondary Contact for this Solicitation: _____

Email: _____

Phone: _____

Collier County

Procurement Services Division

FORM 11- IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's bid. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company which will be produced at the time of the submission of the Vendor's bid or within five (5) day of the County's Notice of Recommend Award.

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Don Wood Inc.
Company Name

Signature

Kirk Colvin Vice President
Print Name and Title

State of Florida

County of Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September (month), 2024 (year), by Kirk Colvin (name of person acknowledging).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

ZAHIRA SALEM
MY COMMISSION # HH 469209
EXPIRES: March 30, 2028

CAO

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1793153

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and DON WOOD INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1793153

Approved by:

Employer DON WOOD INC	
Name (Please Type or Print) PAULA M DIAZ	**Title**
Signature Electronically Signed	**Date** 02/10/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 02/10/2022

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1793153

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	DON WOOD INC
Company Facility Address	6501 OLD WINTER GARDEN RD ORLANDO, FL 32835
Company Alternate Address	6501 OLD WINTER GARDEN ROAD ORLANDO, FL 328351299
County or Parish	ORANGE
Employer Identification Number	591167805
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1793153

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1793153

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	PAULA M DIAZ
Phone Number	9783905733
Fax	
Email	PDIAZ@DONWOODINC.COM

Name	LUIS A DIAZ
Phone Number	4077477003
Fax	
Email	ldiaz@donwoodinc.com

Name	PAULA M DIAZ
Phone Number	4077477003
Fax	
Email	PDIAZ@DONWOODINC.COM

CAO

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1793153

This list represents the first 20 Program Administrators listed for this company.

State of Florida
Department of State

I certify from the records of this office that DON WOOD, INC. is a corporation organized under the laws of the State of Florida, filed on April 6, 1967.

The document number of this corporation is 315614.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of September, 2024



Secretary of State

Tracking Number: 0874127174CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SENAPATI, KIRON

ATC GROUP SERVICES LLC
5602 THOMPSON CENTER CT.
SUITE 405
TAMPA FL 33634

LICENSE NUMBER: CGC1522696

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DIAZ, LUIS A

DON WOOD, INC.
6501 OLD WINTER GARDEN ROAD
ORLANDO FL 32835

LICENSE NUMBER: PCC1256984

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

DON WOOD, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6501 OLD WINTER GARDEN ROAD

Requester's name and address (optional)

6 City, state, and ZIP code

ORLANDO, FL 32835

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

5	9	-	1	1	6	7	8	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 1-17-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
DON WOOD, INC.

Filing Information

Document Number	315614
FEI/EIN Number	59-1167805
Date Filed	04/06/1967
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/17/2024
Event Effective Date	NONE

Principal Address

6501 OLD WINTER GARDEN ROAD
ORLANDO, FL 32835-1299

Changed: 02/06/2006

Mailing Address

6501 OLD WINTER GARDEN ROAD
ORLANDO, FL 32835-1299

Changed: 02/06/2006

Registered Agent Name & Address

DIAZ ROSARIO, LUIS A
6501 OLD WINTER GARDEN RD
ORLANDO, FL 32835

Name Changed: 01/27/2022

Address Changed: 03/27/1997

Officer/Director Detail

Name & Address

Title PRESIDENT

DIAZ ROSARIO, LUIS A
6501 OLD WINTER GARDEN ROAD
ORLANDO, FL 32835-1299

Title V

COLVIN, KIRK P
1107 WINEBERRY CT
OCOEE, FL 34761

Annual Reports

Report Year	Filed Date
2022	01/27/2022
2023	01/24/2023
2024	01/05/2024

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CAO

Collier County
Procurement Services Division

Email: Matthew Webster@colliercountyfl.gov
Telephone: (239) 252-8491

Addendum #1

Date: July 18, 2024

From: Matthew Webster, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1 Solicitation # 24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation

The following clarifications are issued as an addendum:

Correction:

A new copy of the Bid Schedule has been uploaded to OpenGov.

Please see: 24-8284 Bid Schedule Rev. 1

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 9/25/24 Date

Dowood Inc
(Name of Firm)

Collier County
Procurement Services Division

Email: Matthew.Webster@colliercountyfl.gov
Telephone: (239) 252-8491

Addendum #2

Date: July 30, 2024

From: Matthew Webster, Procurement Strategist

To: Interested Bidders

Subject: Addendum #2 Solicitation # 24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation

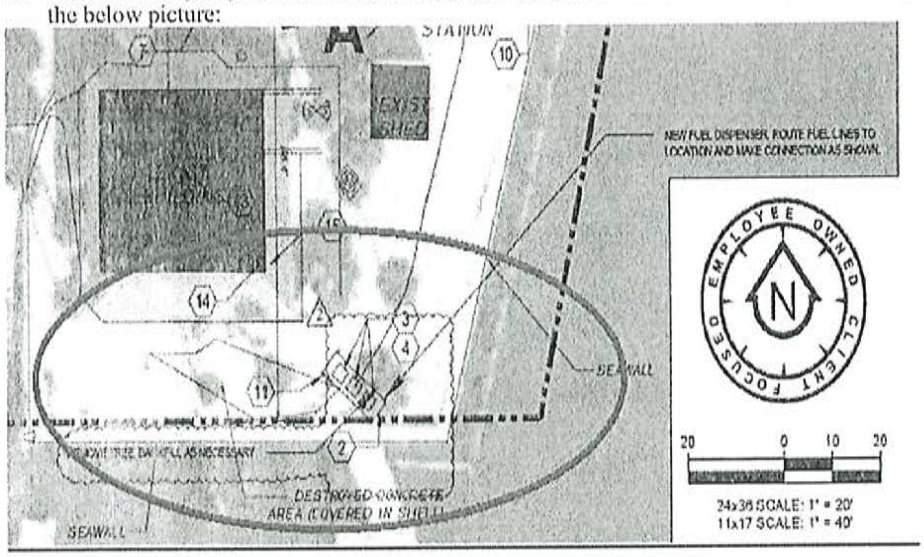
The following clarifications are issued as an addendum:

CHANGE 1- ~~Attachment D - 24-8284 - Exhibit M - CAXAMBAS CIVIL PLANS~~ is being replaced by **Attachment D - 24-8284 - Exhibit M - CAXAMBAS CIVIL PLANS Rev. 1**

Summary of Changes:

A. Addition to Sheet Key Notes
   - 18. Contractor to provide location of underground & above ground facilities via certified survey per 62.761 & 762

B. Relocated the pump location to agree with MEP plans as shown on Sheet 2 of the drawing and in the below picture:



CHANGE 2- ~~Attachment F - 24-8284 - Exhibit M - FUEL TANK PERMIT SET~~ is being replaced by **Attachment F - 24-8284 - Exhibit M – FUEL TANK PERMIT SET Rev. 1**

Summary of Changes:

F-1:
-Revised notes to indicate different size fuel lines.

-Revised notes for different length of hose at hose reels.
-Revised notes for a different transition sump.
-Added fuel line leak detection and that leak detection shall send signal to audible/visual alarm.
-Removed Note 27 from general notes (nozzle is no longer automatic closing type with latch open device).

F-2:
-Revised specification notes to modify dispenser to allow for 2 users at same time, utilizing multiple hose reels.
-Updated fuel line size references.
-Otherwise just re-worded specification notes for clarification.

F-3:
-Added reference to the line leak detection that is part of the Veeder Root system.

F-4:
-Updated elevation detail for Pressure Vacuum vent instead of atmospheric.
-Changed reference of the transition sump to be grade level.
-Added notes for the link leak detection as well as the pressure relief valve and tubing downstream of the solenoid valve.

F-5:
-Removed future dispenser and relocated other dispenser closer to fuel dock.
-Added second hose reel at dispenser.
-Updated fuel line sizing and routing from tank to dispenser.

CHANGE 3 - ~~Attachment C - 24-8284 - Exhibit M – CAXAMBAS ELECTRICAL~~ is being replaced by **Attachment C - 24-8284 - Exhibit M – CAXAMBAS ELECTRICAL Rev. 1**

Summary of Changes:

E-3:
-Shifted power for relocated dispenser.
-Removed power for future dispenser.

CHANGE 4 - ~~Attachment E - 24-8284 - Exhibit M – CAXAMBAS TANK STRUCTURAL~~ is being replaced by **Attachment E - 24-8284 - Exhibit M – CAXAMBAS STRUCTURAL Rev. 1**

Summary of Changes:

S2.0:
-Revised size of concrete pad at dispenser for additional hose reel.

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

09/25/24
(Signature) Date

DON WOOD INC.
(Name of Firm)

Collier County
Procurement Services Division

Email: Rita.Iglesias@colliercountyfl.gov
Telephone: (239) 252-1033

Addendum #

Date: 8/13/2024

From: Rita Iglesias

To: Interested Bidders

Subject: Addendum #3 Solicitation # 24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation

The following clarifications are issued as an addendum:

ADDITION:

In response to Question 2 received in OpenGov:
"Can we get a copy of the pre bid sign in sheet, thank you,"

Answer:
A copy of **24-8284 Pre-Bid Sign-In Sheet** has been uploaded to OpenGov as an attachment, per Addendum 3.

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 09/25/24 Date

DONWOOD INC
(Name of Firm)

Collier County
Procurement Services Division

Email: Rita.Iglesias@colliercountyfl.gov
Telephone: (239) 252-1033

Addendum #4

Date: August 14, 2024

From: Rita Iglesias, Procurement Strategist

To: Interested Bidders

Subject: Addendum #4 Solicitation #24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation

The following clarifications are issued as an addendum:

Change: Extend Question & Answer and Bid Due Date:

QUESTION & ANSWER DEADLINE:	~~**Monday, August 19, 2024,**~~ **Wednesday, September 4, 2024, at 5:00 PM EST**
BID OPENING DAY/DATE/TIME:	~~**Monday, August 26, 2024,**~~ **Wednesday, September 11, 2024, at 3:00 PM EST**

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com/portal/collier-county-fl) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 09/25/24 Date

DON WOOD INC
(Name of Firm)

Collier County
Procurement Services Division

Email: Rita.Iglesias@colliercountyfl.gov
Telephone: (239) 252-1033

Addendum #5

Date: August 15, 2024

From: Rita Iglesias, Procurement Strategist

To: Interested Bidders

Subject: Addendum #5 Solicitation #24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation

This Addendum has been issued for the following items identifying clarifications, changes, deletions, and/or additions to the original solicitation documents and bid schedule for the above referenced solicitation:

Change 1:
Replace Fuel Drawings F-1, F-2, F-5 in supporting document "24-8464 Exhibit M – FUEL TANK PERMIT SET Rev.2". The changes to the documents are identified as "Key Notes" and/or circled.

Fuel Drawings

F-1:
-Revised fuel line sizes from 1-1/2" to 2".
F-2:
-Added note for tank finishes to be applied in an environmentally controlled environment.
F-5:
-Adjusted keynote in regard to the new Veeder root system replacement.
-Adjusted fuel line size from 1-1/2" to 2".

Change 2:
Added supplemental specifications for fuel tank finish/primer.

Now attached in Documents section.

Opengov Q&A:

Question 3: The plans are calling for a 10,000 Gallon tank made By Highland Tank. UL2085 is a specification by the "STI" Steel Tank Institute which has several licensed tank manufacturers that build these tanks based on their specification.

Are you wanting exclusively the tank made by Highland tank Manufacturer, or will you accept any licensed Tank Manufacturer that can build the tank. Please clarify.

Answer: Please refer to section 7 of exhibit H to the Construction Services Agreement.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Contractor to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within thirty (30) calendar days after Notice to Proceed is received by Contractor, unless otherwise mutually agreed in writing by Owner and Contractor.

Question 4: On page 3 of the plans you sent, Section A.3.e. calls for Continuous Statistical Leak Detection (CSLD) for line leak detection. While our system(Omntec)will provide EPA LLD compliance, we should not quote CSLD for the probes. That CSLD is generally used in UST's especially in C-Store applications where they want the probes constantly searching for tank leaks. Due to thermal expansion and contraction variables, both CSLD and VLD are not recommended for AST's. It will cause a failing report every time due to thermal conditions resulting in fuel variation. Omntec EMLLD (Electro mechanical line leak detection) will be perfect for this site. This varies slightly from the spec, but this is a system that will work much better than pressure, being that the line transitions from above ground to underground. Will the Omntec Fuel Management System be acceptable?

Answer: Please refer to section 7 of exhibit H to the Construction Services Agreement. (See answer to Question #3)

Question 5: The plans call for as 100-foot hoses, it does not specify the diameter, do you want 3/4" or 1" diameter, please clarify.

Answer: Per FDEP Rec-90 is not high flow for this location. It is ¾" nozzle.

Question 6: We would like to ask if you will accept the following Manufacturers for this project as equals.

1) Fuel Monitoring Controls Package= Omntec Tank Monitoring Systems https://www.omntec.com
2) Below Grade Fuel Piping= Omegaflex Doubletrac Flexible fuel piping https://www.doubletrac.net/slider/doubletrac
3) Transition Sump="PCI" Petroleum Containment Inc. https://www.petroleum-containment.com
4) Dispenser Sump="PCI" Petroleum Containment Inc. https://www.petroleum-containment.com
5) Fuel Dispenser= Bennett pump Co. https://bennettpump.com

Answer: Please refer to section 7 of exhibit H to the Construction Services Agreement. (See answer to Question #3)

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com/portal/collier-county-fl) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 09/25/24
Date

DON WOOD INC
(Name of Firm)

Collier County
Procurement Services Division

Email: Rita.Iglesias@colliercountyfl.gov
Telephone: (239) 252-1033

Addendum #6

Date: September 11, 2024

From: Rita Iglesias, Procurement Strategist

To: Interested Bidders

Subject: Addendum #6 Solicitation #24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation

The following clarifications are issued as an addendum:

Change: Extend Bid Due Date:

BID OPENING DAY/DATE/TIME: ~~Wednesday September 11, 2024~~ to Wednesday September 18, 2024 at 3:00 PM EST

If you require additional information, please post a question on our OpenGov (https://procurement.opengov.com/portal/collier-county-fl) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) 09/25/24 Date

DON WOOD INC

(Name of Firm)

EXHIBIT A-3: CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Name	Personnel Category
Luis Diaz	Construction Superintendent
Luis Diaz	Project Manager

EXHIBIT B-1: PUBLIC PAYMENT BOND

(Following This Page)

The attached Statutory Cover Page forms and becomes a part of this bond.

Executed in 2 Counterparts

EXHIBIT B – 1: PUBLIC PAYMENT BOND

Bond No. 101281813 Contract No. 24-8284

KNOW ALL MEN BY THESE PRESENTS: That Don Wood, Inc. as Principal/Contractor, and Merchants National Bonding, Inc., as Surety, located at 6700 Westown Parkway, West Des Moines, IA 50266-7754/PO Box 14498, Des Moines, IA 50306-3498 (Business Address) are held and firmly bound to Collier County Board of County Commissioners as Oblige in the sum of Seven Hundred Ninety Thousand Six Hundred Sixty-Eight Dollars & 00/100 ($ 790,668.00----------), this includes allowance for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _ day of _____, 20___ with Oblige for Caxambas Hurricane Ian Permanent Fuel Tank Installation (Project) in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect sureties' obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.0592. In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this 9th day of December, 2024, the name of undersigned representative, pursuant to authority of its governing body.

[2024_ver.1]

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR: Don Wood, Inc.

Signature

KIRK COLVIN VP
Name and Title

STATE OF FL
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 9 day of December 2024 by Kirk Colvin, as Vice President of Don Wood, Inc. a Florida corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires: March 30, 2028

(AFFIX OFFICIAL SEAL)
ZAHIRA SALEM
MY COMMISSION # HH 469209
EXPIRES: March 30, 2028

(Signature of Notary)
Zahira Salem
(Legibly Printed)
Notary Public, State of Florida
Commission No.: HH 469209

SURETY: Merchants National Bonding, Inc.

N/A
Authorized Signature

N/A
(Printed Name)

N/A
N/A
N/A
(Business Address)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____ corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

(Signature of Notary)
(Legibly Printed)
Notary Public, State of _____
Commission No.: _____

OR POWER OF ATTORNEY IN FACT

[2024_ver.1]

Jeffrey W. Reich
As Attorney in Fact Signature & FL Licensed Resident Agent
(Attach Power of Attorney

Jeffrey W. Reich
(Printed Name) Inquiries: 407-786-7770

6700 Westown Parkway
West Des Moines, IA 50266-7754
PO Box 14498, Des Moines, IA 50306-3498
(Business Address)

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 5th day of December 20 24 by Jeffrey W. Reich, as Attorney-In-Fact of Merchants National Bonding, Inc. a Iowa corporation, on behalf of the corporation. He/She is personally known to me OR has produced N/A identification and did (did not) take an oath.

My Commission Expires: 07/09/2026

(AFFIX OFFICIAL SEAL)

Notary Public State of Florida
Elizabeth Luu Karoly
My Commission HH 283384
Expires 7/9/2026

(Signature of Notary)

Name: Elizabeth Luu Karoly
(Legibly Printed)
Notary Public, State of FL
Commission No.: HH 283384

[2024_ver.1]

EXHIBIT B-2: PUBLIC PERFORMANCE BOND

(Following This Page)

The attached Statutory Cover Page forms and becomes a part of this bond.

Executed in 2 Counterparts

EXHIBIT B – 2: PUBLIC PERFORMANCE BOND

Bond No. 101281813 Contract No. 24-8284

KNOW ALL MEN BY THESE PRESENTS: That Don Wood, Inc. as Principal/Contractor, and Merchants National Bonding, Inc., as Surety, located at 6700 Westown Parkway, West Des Moines, IA 50266-7754/PO Box 14498, Des Moines, IA 50306-3498 (Business Address) are held and firmly bound to Collier County Board of County Commissioners as Obligee in the sum of Seven Hundred Ninety Thousand Six Hundred Sixty-Eight Dollars & 00/100 ($ 790,668.00----------), in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs, and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise, it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this 9th day of December, 2024, the name of each party being affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

[2024_ver.1]

Signed, sealed and delivered in the presence of:

PRINCIPAL/CONTRACTOR: Don Wood, Inc.

Signature

Kirk Colvin VP

Name and Title

STATE OF FL
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 9 day of December 2024 by Kirk Colvin, as Vice President of Don Wood, Inc. a Florida corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires: March 30, 2028

(AFFIX OFFICIAL SEAL)

ZAHIRA SALEM
MY COMMISSION # HH 469209
EXPIRES: March 30, 2028

(Signature of Notary)

Zahira Salem

(Legibly Printed)

Notary Public, State of Florida

Commission No.: HH 469209

SURETY: Merchants National Bonding, Inc.

Authorized Signature

Jeffrey W. Reich

(Printed Name) Attorney-In-Fact & FL Licensed Resident Agent

6700 Westown Parkway, West Des Moines, IA
50266-7754 PO Box 14498, Des Moines, IA 50306-3498
*Inquiries: 407-786-7770

(Business Address)

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 5th day of December 2024 by Jeffrey W. Reich, as Attorney-In-Fact of Merchants National Bonding, Inc. a Iowa corporation, on behalf of the corporation. He/She is personally known to me OR has produced N/A identification and did (did not) take an oath.

My Commission Expires: 07/09/2026

(AFFIX OFFICIAL SEAL)

Notary Public State of Florida
Elizabeth Luu Karoly
My Commission HH 283384
Expires 7/9/2026

(Signature of Notary)

Elizabeth Luu Karoly

(Legibly Printed)

Notary Public, State of FL

Commission No.: HH 283384

[2024_ver.1]

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Jeffrey W. Reich**

Surety Bond #: 101281813
Principal: Don Wood, Inc.
Obligee: The Board of County Commissioners of Collier County, Florida

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of DECEMBER, 2024.

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 5th day of December, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of DECEMBER, 2024

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

EXHIBIT B-3: INSURANCE REQUIREMENTS

(Following This Page)

EXHIBIT B-3: INSURANCE REQUIREMENTS

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth herein. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work. The County and the Contractor waive against each other and the County's separate Contractors, Design Consultant, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. Collier County shall be responsible for purchasing and maintaining its own liability insurance. Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or the specific solicitation number/contract number and title. The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth herein with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Contractor's sole responsibility. Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer. The Contractor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Collier County Florida
Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$_1,000,000____** single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$_1,000,000____**single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit Shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$_1,000,000__** Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. ☒ Other insurance as noted:	☐ Watercraft **$** _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. **$** _____ Per Occurrence ☒ **Pollution Liability** **$ 1,000,000** Per Occurrence ☐ Professional Liability **$** _____ Per claim & in the aggregate ☐ Project Professional Liability **$**_____ Per Occurrence ☐ Valuable Papers Insurance **$**_____ Per Occurrence ☐ Cyber Liability **$**_____ Per Occurrence ☐ Technology Errors & Omissions **$**_____ Per Occurrence

7.	☒ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
8.	☒ Performance and Payment Bonds	For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG – 6/20/24

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications, agrees to maintain these coverages through the duration of the agreement and/or work performance period, and that the evidence of insurability may be required within five (5) days of notification of recommended award of this solicitation.

EXHIBIT C
RELEASE AND AFFIDAVIT FORM

(Template Form Following This Page)

EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (_____)
STATE OF (_____)

Before me, the undersigned authority, personally appeared _____who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

_____
Contractor's Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)

Notary Public, State of _____
Commission No.: _____

EXHIBIT D-1
CONTRACTOR APPLICATION FOR PAYMENT FORM

(Template Form Following This Page)

EXHIBIT D-1
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @5% through [Insert Date]	$	Retainage @ 5% through [Insert date]	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

EXHIBIT D-2
SCHEDULE OF VALUES

(Template Form Following This Page)

Exhibit D-2
Schedule of Values

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE*	SINCE DATE								

* The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happended since the change in retainage.

[2024_ver.1]

EXHIBIT D-3
STORED MATERIALS

(Template Form Following This Page)

Exhibit D-3
Stored Materials Record

PROJECT NAME: _____ PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

DATE	DESCRIPTION	SUPPLIER	INVOICE NUMBER	PREVIOUSLY RECORDED (A)	RECEIVED THIS PERIOD (B)	PREVIOUSLY INSTALLED (C)	INSTALLED THIS PERIOD (D)	BALANCE TO INSTALL (E)

Balance to Install (E) is calculated by: Previously Recorded (A) + Received this Period (B) - Previously Installed (C) - Installed this Period (D).

{2024_ver.1}

EXHIBIT E-1: CHANGE ORDER

(Template Form Following This Page)

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Select One: ☐ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: _____ **Division Name:** _____

Original Contract/Work Order Amount			**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount			**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount			**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change		0.00%	**Total % Change from Original Amount**
Revised Contract/Work Order Total	$0.00	0.00%	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	$0.00	0.00%	**% Change from Current Amount**

Notice to Proceed Date _____ **Original NTP # of Days** _____ **Original Final Completion Date** _____ **Last Final Approved Date** _____

# of Days Added _____ **Revised Final Date** (includes this change) _____ **Current Substantial Completion Date** (if applicable) _____

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☐ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) Detail of change/s to be made through this Change Order.

2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.

3.) Explain why this change was not included in the original contract/Work Order.

4.) Describe the impact if this change is not processed.

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Change Order/Amendment Summary

(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	

☐ Check here if additional summary page/s are attached to this Change Order

Collier County

Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: _____ Date: _____
Signature-Division Project Manager

_____
Printed Name

Accepted by: _____ Date: _____
Signature- Design/Engineer Professional (if applicable)

_____
Printed Name/Title/Company Name

Accepted by: _____ Date: _____
Signature- Contractor/Consultant/Vendor

_____
Printed Name/Title/ Company Name

Approved by: _____ Date: _____
Signature-**Division Manager or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Director or Designee** ***(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Administrator or Designee** ***(Optional)***

_____
Printed Name

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ____ CHO Request # ☐

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ☐ **Administrative-BCC Report** ☐ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

EXHIBIT E-2:
WORK DIRECTIVE FORM

(Template Form Following This Page)

EXHIBIT E-2
WORK DIRECTIVE CHANGE

PROJECT NAME: **CHANGE #**

DATE OF ISSUANCE: **EFFECTIVE DATE:**

OWNER: Collier County Board of Commissioners **PROJECT#:**

CONTRACTOR: **ENGINEER:**

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments:

If a claim is made that the above change(s) have affected Contract amount or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract amount:
Times:
☐ Unit Prices
☐ Lump Sum
☐ Other

Method of determining change in Contract

☐ CONTRACTOR's records
☐ Engineer's record
☐ Other

A not-to-exceed itemized estimated increase (decrease) in Contract amount:
$

Estimated change in Contract Time:

Increase or decrease by calendar days.

RECOMMENDED:

By:

Engineer/Design Professional

AUTHORIZED:

By:

Owner's Representative

EXHIBIT F-1
CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

(Template Form Following This Page)

EXHIBIT F-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

_____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

_____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the final punch list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion and Contractor shall provide Owner with written notice that all punch list items have been completed.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

_____ The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__ and will submit within five calendar days, an approved pay application to bccapclerk@collierclerk.com. The pay application will include regular schedule of value scope work to be billed and all work to be billed for all change orders.

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

EXHIBIT F-2
CERTIFICATE OF FINAL COMPLETION FORM

(Template Form Following This Page)

EXHIBIT F-2

CERTIFICATE OF FINAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

_____

This Certificate of Final completion applies to all Work under the Contract documents. The warranty in Exhibit G-2 is attached to and made a part of this Certificate.

To _____
OWNER

And
To _____

_____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

_____
DATE OF FINAL COMPLETION

Intentionally left blank

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Final Substantial on this _____, 20__ .

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Final Substantial on this _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

EXHIBIT F-3
PUNCH LIST FORM

(Template Form Following This Page)

EXHIBIT F-3 PUNCH LIST FORM

Item No.	Description	Value	Completion Date	Dated Approved by Owner
Subtotal x 150%				

EXHIBIT G-1
FINAL PAYMENT CHECKLIST

(Template Form Following This Page)

EXHIBIT G-1: FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ PO No._____ Date: _____
Contractor: _____

The following items have been secured by the _____for the Project known as _____and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Date of Substantial Completion: _____
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
☐	☐	1.	All Punch List items completed on _____
☐	☐	2.	Warranties and Guarantees assigned to Owner (attach to this form).
☐	☐	3.	Effective date of General one year warranty from Contractor is: _____
☐	☐	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
☐	☐	5.	As-Built drawings obtained and dated: _____
☐	☐	6.	Owner personnel trained on system and equipment operation.
☐	☐	7.	Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
☐	☐	8.	Certificate of Substantial Completion issued on _____
☐	☐	9.	Final Payment Application and Affidavits received from Contractor on: _____
☐	☐	10.	Consent of Surety received on _____
☐	☐	11.	Operating Department personnel notified Project is in operating phase.
☐	☐	12.	All Spare Parts or Special Tools provided to Owner: _____ _____
☐	☐	13.	Finished Floor Elevation Certificate provided to Owner: _____ _____
☐	☐	14.	Other: _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

Executed by Design Professional on _____, 20_____.

_____ _____
Signature of Design Professional Type Name and Title

Executed by Contractor on _____, 20_____.

_____ _____
Signature of Contractor Type Name and Title

Executed by Owner on _____, 20_____.

_____ _____
Signature of Owner Type Name and Title

EXHIBIT G-2
WARRANTY

(Template Form Following This Page)

EXHIBIT G-2

WARRANTY

In consideration of ten dollars, ($10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

_____

Date of Substantial Completion:

_____

Name and Address of CONTRACTOR:

_____

_____

_____

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF SUBSTANTIAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes,* Chapter 95, *et seq.*

CONTRACTOR:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name Printed and Title	Name Printed

EXHIBIT H: GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2 If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager; said interpretation or clarification from the Project Manager may require Contractor to consult directly with Design Professional or some other third party, as directed by Project Manager. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

2.1 Subject to Section 2.3 below, Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting, and protecting all Utilities at all times during the course of the Work. The Contractor is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by the Owner as may be expressly described elsewhere in the Contract Documents).

2.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than three (3) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to Contractor's compensation or time for performance, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, Owner shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Contractor's receipt of Owner's written determination notice. If Owner and Contractor cannot agree on an adjustment to Contractor's cost or time of performance, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

3. SCHEDULE.

3.1 The Contractor, within ten (10) calendar days after the Board's award of the Agreement, shall prepare and submit to Project Manager, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall utilize the Critical Path method of scheduling and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2 The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the Project Manager's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the Owner's obligation to pay Contractor.

3.3 All work under this Agreement shall be performed in accordance with the requirements of all Collier County Noise Ordinances then in effect. Unless otherwise specified, work will generally be

limited to the hours of 7 a.m. to 7 p.m., Monday through Saturday. No work shall be performed outside the specified hours without the prior approval of the Project Manager.

4. PROGRESS PAYMENTS.

4.1 At least ten (10) days prior to submitting the monthly Application for Payment, the Contractor shall submit to the Project Manager a final Schedule of Values. The Schedule of Values shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for the Contractor's monthly progress payments during construction. Further, it shall include the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval.

Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values. The Contractor shall not submit an unbalanced Schedule of Values which provides for overpayment to the Contractor on activities that would be performed first. The Schedule of Values shall be revised and resubmitted until acceptable to the Project Manager. Once the schedule has been accepted by the Project Manager, the Owner reserves the right (at its option) throughout the Contract to require that the Contractor honor a particular price contained in the Schedule of Values, if the activity pertaining to it is being deleted or modified. Upon approval of the Schedule of Values by the Project Manager, it shall be incorporated into the form of Application for Payment attached to the Agreement as Exhibit D and shall be used as the basis for the Contractor's monthly Applications for Payment. The schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative.

4.2 The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date, and monthly thereafter, but not more often than once a month or prior to substantial completion being met. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

4.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record form attached hereto and made a part hereof as Exhibit D-3.

4.4 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). Within twenty (20) business days after the date of each Application for Payment is stamped as received, and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with Section 218.735, F.S. and the terms of the Contract Documents.

4.5 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

4.6 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

4.7 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

4.8 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor, or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule.

4.10 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

4.11 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-

payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

4.12 The Owner may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The Owner may not accept any additional surcharges (credit card transaction fees) as a result of using the Owner's credit card for transactions relating to this agreement.

5. PAYMENTS WITHHELD.

5.1 The Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Project Manager may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of:

(a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents by Contractor.

5.2 If any conditions described in 5.1. are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Provided however, in the event of an emergency, Owner shall not be required to provide Contractor any written notice prior to rectifying the situation at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or non-liquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

5.3 In instances where the Contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

5.4 If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

6. FINAL PAYMENT.

6.1 Owner shall make Final Payment to Contractor in accordance with Section 218.735, F.S. and the terms of the Contract Documents after the Work is finally inspected and accepted by Project Manager as set forth with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to Final Payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to Final Payment and such other

documentation that may be required by the Contract Documents and the Owner. Prior to release of Final Payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Acceptance and Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

6.2 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1 Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Contractor to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within thirty (30) calendar days after Notice to Proceed is received by Contractor, unless otherwise mutually agreed in writing by Owner and Contractor.

7.3 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Contractor submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5 The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute and, if need be, to consult with the Design Professional. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute.

8. DAILY REPORTS, SIGNED AND SEALED AS-BUILTS AND MEETINGS.

8.1 Unless waived in writing by Owner, Contractor shall complete and submit to Project Manager on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Project Manager. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1 Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2 Soil conditions which adversely affect the Work;

8.1.3 The hours of operation by Contractor's and Sub-Contractor's personnel;

8.1.4 The number of Contractor's and Sub-Contractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5 All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6 Description of Work being performed at the Project site;

8.1.7 Any unusual or special occurrences at the Project site;

8.1.8 Materials received at the Project site;

8.1.9 A list of all visitors to the Project

8.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to Owner pursuant to the Contract Documents.

8.2 Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit, and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Project Manager or Design Professional for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Project Manager by Contractor for Owner.

8.3 Contractor shall keep all records and supporting documentation, which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, or such longer period as may be required by law, whichever is later, pursuant to Florida Public Records Law Chapter 119 and comply with specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4 In no event shall any approval by Owner authorizing Contractor to continue performing Work under this Agreement or any payment issued by Owner to Contractor be deemed a waiver of any right or claim Owner may have against Contractor for delay damages hereunder.

10. CHANGES IN THE WORK.

10.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner in the form of a Work Directive, Exhibit E-2, and Owner shall not be liable to the Contractor for any increased compensation without such

written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

10.2 A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

10.3 If Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4 In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above. No markup shall be placed on sales tax, shipping or subcontractor markup.

10.5 Owner, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order or Work Directive Change.

10.6 The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

10.7 Any modifications to this Contract shall be in compliance with the County Procurement Ordinance, as amended and the terms of the Contract Documents in effect at the time such modifications are authorized.

11. CLAIMS AND DISPUTES.

11.1 Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and

matters in question between Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2 Claims by the Contractor shall be made in writing to the Project Manager within forty-eight (48) hours from when the Contractor knew or should have known of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the Owner grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3 The Contractor shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

12. OTHER WORK.

12.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to Owner and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2 Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

12.3 If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify, and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses

and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

13.2 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Owner, and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.3 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance and Bonding Requirements form Exhibit B-3 to the Agreement. Further, the Contractor shall at all times comply with all of the terms, conditions, requirements and obligations set forth under Exhibit B-3.

14. COMPLIANCE WITH LAWS.

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Project Manager in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date this Agreement was executed that increases the Contractor's time or cost of performance of the Work, Contractor is entitled to a Change Order for such increases, except to the extent Contractor knew or should have known of such changes prior to the date of this Agreement.

14.2 By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

14.3 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States, including the requirements set forth in Florida Statute, §448.095.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Contractors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Contractor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Contractors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Contractor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / Contractor's proposal may be deemed non-responsive.**
Additionally, Contractors shall require all subcontracted Contractors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the Contractor's responsibility to familiarize themselves with all rules and regulations governing this program.

Contractor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

15. CLEANUP AND PROTECTIONS.

15.1 Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

15.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Subject to the Section 2.3 above, any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

16. ASSIGNMENT.

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Owner's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.

17. PERMITS, LICENSES AND TAXES.

17.1 Pursuant to Section 218.80, F.S., Owner will pay for all Collier County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work through an internal budget transfer(s). Contractor is not responsible for paying for permits issued by Collier County, but Contractor is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier County agencies when the Contractor is acquiring permits. Owner will not be obligated to pay for any permits obtained by Subcontractors.

17.2 All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor.

17.3 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

18.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess

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shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then the termination will be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Section 19 below.

18.6 In the event (i) Owner fails to make any undisputed payment to Contractor within thirty (30) days after such payment is due or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Contractor under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Contractor, then Contractor may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Contractor's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Contractor or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Contractor or any Subcontractor, the Contractor may terminate this Agreement by giving written notice to Owner of Contractor's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Contractor's written notice, Contractor may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Contractor be entitled to payment for Work not performed or any other damages from Owner.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1 Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2 Owner shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exdusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

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20. COMPLETION.

Substantial Completion and Development of the Punch List

20.1 Substantial Completion is as defined in the Defined Terms section of this Agreement. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request the Contractor must:

a) Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports test logs, operational manuals, etc.) have been provided by Contractor and accepted by Owner.

b) Prepare a Contractor-generated punch list (i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, for submission with the request for inspection and issuance of a certificate of Substantial Completion), which shall include and list separately the estimated cost to complete each remaining unfinished item included on the list with an explanation as to the basis for those costs, substantiated by the Schedule of Values, subject to the Owner's final review and approval as stated below.

c) Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, if any, and other Owner personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

1. The Project Manager will, within a reasonable time, schedule, and conduct inspection(s) of the Work with the Professional (if any), other Owner personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated Punch List. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other Owner representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final document (Exhibit F-3 Punch List Form). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated below.

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2. If upon completion of the inspection(s) the Owner does not consider the Project Substantially Complete, the Project Manager will notify the Contractor in writing giving reasons why the Project is not Substantially Complete.

3. If, upon completion of the inspection(s), the Owner considers the Project Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the Owner upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. The Certificate shall fix the date of Substantial Completion.

4. Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance, and operations are in place.

20.2 Time Frames for Issuance of the Punch List

(a) The Owner shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated Punch List prior to the Substantial Completion inspection.

(b) For construction estimated to cost less than ten million dollars ($10,000,000.00), the Punch List must be finalized within thirty (30) Days after the Substantial Completion date.

(c) For construction projects estimated to cost more than ten million dollars ($10,000,000.00), the Punch List must be finalized and issued within forty-five (45) Days after the Substantial Completion date.

(d) For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of the Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars ($10,000,000.00) or within forty-five (45) Days if it is estimated to cost more than ten million dollars ($10,000,000.00).

(e) If the development of the Punch List takes the full amount of time designated (or a portion thereof) and includes a tentative punch-list based upon the above dollar amount thresholds, the delivery of the Punch List of items shall be delivered by the Owner no later than five (5) business days thereafter. Within twenty (20) business days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance owed, that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. At the same time the Owner delivers the Punch List Contractor shall submit a payment application requesting that Owner pay the Contractor the remaining contract balance owed including all retainage previously held by Owner less an

amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List.

(f) The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

(g) Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the Punch List. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

20.3 Completion of Punch List Work and Release of Remaining Contract Balance

(a) Upon completion of the Punch List Work, the Contractor shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the Owner's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and the Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is complete or not.

(b) If, upon completion of the inspection(s) the Owner does not consider the Punch List Work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List Work is not complete.

(c) Upon completion of all items on the Punch List, the Contractor may submit a Payment Request for the remaining amount withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by Owner (Exhibit F-2 Certificate of Final Completion).

(d) All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation of the Contractor.

(e) Warranty Items may not affect the Final Payment of retainage pursuant to Section 218.735(7)(f), Florida Statutes.

(f) If the Owner fails to comply with its responsibilities to assist in developing the Punch List within the time frame applicable to the Project (as described above), the Contractor may submit a request for all remaining retainage withheld by the Owner. The Owner need not pay or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the Owner in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, the Owner does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Owner or Contractor.

20.4 Final Completion

(a) Upon written notice from the Contractor that the Project is complete, the Project Manager shall schedule a final inspection with the Contractor, the Design Professional, and any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.

(b) Final Completion of the Work shall be achieved by the Contractor when all the Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specifications section.

(c) After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion Exhibit F-2 for the Work.

20.5 Application for Final Payment

After the Certificate of Final Completion, Exhibit F-2 for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. As an explicit condition precedent to the accrual of Contractor's right to Final Payment, Contractor shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as a duly executed copy of the Surety's consent to Final Payment and such other documentation that may be required by the Contract Documents, including but not limited to:

(1) Receipt of Contractor's Final Application for Payment.
(2) The Release and Affidavit in the form attached as Exhibit C.
(3) Consent of surety to Final Payment.
(4) Receipt of the Final Payment Check list, Exhibit G-1.
(5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

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Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Contractor, at Contractor's expense. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21.2 No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Contractor's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Contractor to correct the cited deficiencies shall be grounds for the Owner to disqualify the Contractor from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

22 TESTS AND INSPECTIONS.

22.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager.

22.3 Contractor is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Contractor.

22.4 If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation, and be replaced at Contractor's sole expense.

22.5 The Owner shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays.

Prior to release of Final Payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G-1.

20.6 Approval of Final Payment

(a) If, on the basis of the Project Manager's observations and review of Work during Construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing that the entire remaining balance is found to be due and payable to the Contractor and approve payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for Final Payment, in which case the Contractor will make the necessary corrections and resubmit the Application. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations.

(b) Contractor's acceptance of Final Payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

(c) The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or Final Payment, the issuance of a Certificate of Substantial Completion, any payment by the Owner to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the Owner, the issuance of a Final Completion, any act of acceptance by the Owner, any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

21. WARRANTY.

21.1 Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any subcontractor or material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract

22.6 Neither observations nor other actions by the Project Manager or Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23. DEFECTIVE WORK.

23.1 Work not conforming to the requirements of the Contract Documents or any warranties made or assigned by Contractor to Owner shall be deemed defective Work. If required by Project Manager, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold Owner harmless for same.

23.2 If the Project Manager considers it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others and such Work is not otherwise required to be inspected or tested, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3 If any portion of the Work is defective, or if Contractor fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Project Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of Project Manager to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating the Project Manager to exercise this right for the benefit of Design Engineer, Contractor, or any other person.

23.4 Should the Owner determine, at its sole opinion, it is in the Owner's best interest to accept defective Work, the Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to Final Payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents, and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after Final Payment, Contractor shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

23.5 If Contractor fails, within a reasonable time after the written notice from Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. Provided, however, Owner shall not be required to give notice to Contractor in the event

of an emergency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS.

24.1 Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall be subject to Owner's approval and not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by the Contractor and be the Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. Owner shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause. Attached to the Agreement as Exhibit A-3 is a list identifying Contractor's Project Superintendent and all of Contractor's key personnel who are assigned to the Project; such identified personnel shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

24.2 Contractor shall have a competent superintendent on the project at all times whenever Contractor's work crews, or work crews of other parties authorized by the Project Manager are engaged in any activity whatsoever associated with the Project. Should the Contractor fail to comply with the above condition, the Project Manager shall, at his discretion, deduct from the Contractor's monthly pay estimate, sufficient moneys to account for the Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages, separate from the liquidated damages described in Section 5.B, for services not rendered.

25. PROTECTION OF WORK.

25.1 Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3 Contractor shall not disturb any benchmark established by the Owner or Design Professional with respect to the Project. If Contractor, or its subcontractors, agents, or anyone for whom Contractor is legally liable, disturbs the Owner or Design Professional's benchmarks, Contractor shall immediately notify Project Manager and Design Professional. The Owner or Design Professional shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

26. EMERGENCIES.

26.1 In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Design Professional is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager written notice within forty-eight (48) hours after Contractor knew or should have known of the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES.

27.1 Contractor shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SAFETY.

28.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1 All employees on or about the project site and other persons and/or organizations who may be affected thereby;

28.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3 Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation, or replacement in the Contract Documents.

28.2 Contractor shall comply with all applicable codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

28.3. Contractor shall designate a responsible representative located on a full-time basis at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

28.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Contractor, as well as those of all subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

28.5 Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Contractor shall comply with the following:

28.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

28.5.2 All Employees shall be provided an identification badge by Contractor. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees working at the Project site must log in and out with the Contractor each day;

28.5.3 Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

28.5.4 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

28.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct

and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

28.5.6 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

28.5.7 When requested, Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

28.5.8 The Employees may not solicit, distribute, or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

28.5.9 At all times, Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

29. PROJECT MEETINGS.

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the Project Manager, Design Professional, and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Project Manager with respect to the Project, when directed to do so by Project Manager or Design Professional. The Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Project Manager.

30. VENDOR PERFORMANCE EVALUATION.

Owner has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of $25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

31. MAINTENANCE OF TRAFFIC POLICY.

For all projects that are conducted within a Collier County Right-of-Way, the Contractor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS), where applicable on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through Risk Management and/or Procurement Services Division and is available on-line at colliergov.net/purchasing.

The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice to Proceed.

32. SALES TAX SAVINGS AND DIRECT PURCHASE.

32.1 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax. Additionally, as directed by Owner and at no additional cost to Owner, Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth in section 32.2 below.

32.2 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and may wish to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work ("Direct Purchase"). Contractor shall prepare purchase orders to vendors selected by Contractor, for execution by Owner, on forms provided by Owner. Contractor shall allow two weeks for execution of all such purchase orders by Owner. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Adjustments to the Contract Amount will be made by appropriate Change Orders for the amounts of each Owner Direct Purchase, plus the saved sales taxes. A Change Order shall be processed promptly after each Direct Purchase, or group of similar or related Direct Purchases, unless otherwise mutually agreed upon between Owner and Contractor. With respect to all Direct Purchases by Owner, Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all Direct Purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that all Direct Purchases shall be included within and covered by Contractor's warranty to Owner to the same extent as all other warranties provided by Contractor pursuant to the terms of the Contract Documents. In the event Owner makes a demand against Contractor with respect to any Direct Purchase and Contractor wishes to make claim against the manufacturer or supplier of such Direct Purchase, upon request from Contractor Owner shall assign to Contractor any and all warranties and Contract rights Owner may have from any manufacturer or supplier of any such Direct Purchase by Owner.

32.3 Bidder represents and warrants that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes, and for its responsibilities for Federal excise taxes.

33. SUBCONTRACTS.

33.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Project Milestone Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval prior to submitting its first Application for Payment. Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

33.2 A Subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with Contractor. Contractor shall be solely responsible for and have control over the Subcontractors. Contractor shall negotiate all Change Orders, Work Directive Changes, Field Orders and Requests for Proposal, with all affected Subcontractors and

shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of any Change Order from Owner. All Subcontractors performing any portion of the Work on this Project must be "qualified" as defined in Collier County Ordinance 2013-69, meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements with respect to its portion of the Work and has the integrity and reliability to assure good faith performance.

33.3 In addition to those Subcontractors identified in Contractor's bid that were approved by Owner, Contractor also shall identify any other Subcontractors, including their addresses, licensing information and phone numbers, it intends to utilize for the Project prior to entering into any subcontract or purchase order and prior to the Subcontractor commencing any work on the Project. The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from Owner. Any and all Subcontractor work to be self-performed by Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work. Contractor shall continuously update that Subcontractor list, so that it remains current and accurate throughout the entire performance of the Work.

33.4 Contractor shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Contractor shall not be required to contract with anyone it reasonably objects to. Contractor shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Contractor and its Subcontractors shall be in writing and are subject to Owner's approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontract or purchase order from Contractor to Owner at the election of Owner upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner, Collier County Government, will be an additional insured on all liability insurance policies required to be provided by the Subcontractor except workman's compensation and business automobile policies, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

33.5 Each Subcontractor performing work at the Project Site must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in its subcontract or purchase order. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its portion of the Work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The Subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

33.6 Unless otherwise expressly waived by Owner in writing, all subcontracts and purchase orders shall provide:

33.6.1 That the Subcontractor's exclusive remedy for delays in the performance of the subcontract or purchase order caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

33.6.2 In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

33.6.3 The subcontract or purchase order, as applicable, shall require the Subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation. Further, Contractor shall require all Subcontractors to similarly incorporate the terms of this Section 33.6 into their sub-subcontracts and purchase orders.

33.6.4 Each subcontract and purchase order shall require that any claims by Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

34. CONSTRUCTION SERVICES.

34.1 Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

34.1.1	Subcontracts and Purchase Orders
34.1.2	Subcontractor Licenses
34.1.3	Shop Drawing Submittal/Approval Logs
34.1.4	Equipment Purchase/Delivery Logs
34.1.5	Contract Drawings and Specifications with Addenda
34.1.6	Warranties and Guarantees
34.1.7	Cost Accounting Records
34.1.8	Labor Costs
34.1.9	Material Costs
34.1.10	Equipment Costs
34.1.11	Cost Proposal Request
34.1.12	Payment Request Records
34.1.13	Meeting Minutes
34.1.14	Cost-Estimates
34.1.15	Bulletin Quotations
34.1.16	Lab Test Reports
34.1.17	Insurance Certificates and Bonds
34.1.18	Contract Changes
34.1.19	Permits
34.1.20	Material Purchase Delivery Logs
34.1.21	Technical Standards
34.1.22	Design Handbooks
34.1.23	"As-Built" Marked Prints
34.1.24	Operating & Maintenance Instruction

34.1.25	Daily Progress Reports
34.1.26	Monthly Progress Reports
34.1.27	Correspondence Files
34.1.28	Transmittal Records
34.1.29	Inspection Reports
34.1.30	Punch Lists
34.1.31	PMIS Schedule and Updates
34.1.32	Suspense (Tickler) Files of Outstanding Requirements

The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

34.2 Contractor Presentations

At the discretion of the County, the Contractor may be required to provide a brief update on the Project to the Collier County Board of County Commissioners, "Board", up to two (2) times per contract term. Presentations shall be made in a properly advertised Public Meeting on a schedule to be determined by the County Manager or his designee. Prior to the scheduled presentation date, the Contractor shall meet with appropriate County staff to discuss the presentation requirements and format. Presentations may include, but not be limited to, the following information: Original contract amount, project schedule, project completion date and any changes to the aforementioned since Notice to Proceed was issued.

35. SECURITY.

The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

36. VENUE.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exdusive jurisdiction on all such matters.

37. VALUE ENGINEERING.

All projects with an estimated cost of $10 million or more shall be reviewed for consideration of a Value Engineering (VE) study conducted during project development. A "project" shall be defined as the collective contracts, which may include but not be limited to: design, construction, and construction, engineering and inspection (CEI) services. Additionally, any project with an estimated construction value of $2 million or more may be reviewed for VE at the discretion of the County.

38. ABOVEGROUND/UNDERGROUND TANKS.

38.1 The contractor shall ensure compliance with all NFPA regulations: specifically 110 & 30/30A; FDEP chapter 62 regulations: specifically 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLPA, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

38.2 The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

39. STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.

The Contractor shall employ people to work on Owner's projects who are neat, clean, well-groomed and courteous. Subject to the Americans with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The Owner may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Owner's projects is not in the best interest of the County.

40. DISPUTE RESOLUTION.

A. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person who would make the presentation of any settlement reached during negotiations to Owner for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person or designee who would make the presentation of any settlement reached at mediation to Owner's Board for approval. Should either party fail to

submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS

☒ Attached hereto, following this page

☐ Not Applicable

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

CAO

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the County with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 "Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

GAO

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES
Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name DON WOOD INC

Date 9/25/24

Authorized Signature 

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

DON WOOD INC.

By: _____
Signature

KIRK COLVIN - VICE PRESIDENT
Name and Title

6501 OLD WINTER GARDEN RD
Street Address

ORLANDO, FL 32835
City, State, Zip

ENYPY 5579423
UEI Unique Entity Identifier (for SAM.gov verification)

08/25/24
Date

Sub-Recipient Name:	Collier County Board of County Commissioners
DEM Contract Number:	Z2967
FEMA Project Number:	DR 4673

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
DONWOOD INC	59-1167805	$667,164.00

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?

VETERAN Y (N)
DBE? Y (N)
MBE? Y (N)
WBE? Y (N)
SDB 8A? Y (N)

IS THE ACTIVITY OF THIS CONTRACT...

CONSTRUCTION ? (Y) N
CONSULTATION? Y (N)
OTHER? Y (N)

IS THIS SUBMISSION A REVISION? Y (N) IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
KIRK COLVIN	9/25/24	VICE PRESIDENT
EMAIL ADDRESS OF PRIME (SUBMITTER)	TELEPHONE NUMBER	FAX NUMBER
KIRKCOLVIN@DONWOODINC.COM	239-877-7589	

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DON WOOD INC
Contractor (Firm Name)

Signature of Contractor's Authorized Official

KIRK COLVIN - VICE PRESIDENT
Name and Title of Contractor's Authorized Official

09/25/24
Date

239.597.3111
FBPE: 31200
FDACS: LB8416
www.LJA.com
7400 Trail Blvd. Suite 200, Naples, Florida 34108

October 17, 2024

Procurement Strategist
Collier County Procurement Services
3295 Tamiami Trail East
Naples, FL 34112-5361

RE: Design Entity Letter of Recommended Award
Solicitation No 24-8284 Caxambas Hurricane Ian Permanent Fuel Tank Installation

Dear Procurement Strategist:

Bids were received for the above referenced project by Collier County on September 11, 2024. LJA Engineering, Inc. (Engineer of Record) ("LJA") has completed our review of the bid submitted by the lowest bidder for this project, and we provide the following award analysis.

The scope of the Caxambas Hurricane Ian Permanent Fuel Tank Installation project is to build a new, permanent fuel system that was destroyed by Hurricane Ian. Work includes installing a new fuel system at Caxambas Park including a new above-ground Rec-90 fuel tank, two credit-card capable fuel dispensers. Veeder-Root fuel management system, new conduit and related work for fuel, low voltage, and electrical lines, a new point-of-sale system and all related site work.

The following three contractors submitted bids for consideration:

- Capital Contractors, LLC
- Don Wood, Inc.
- Douglas N. Higgins, Inc.

Collier County Procurement's review of the bid tabulations determined that the apparent low bidder is Don Wood, Inc. with a bid of $667,164.00. LJA was provided with the bid Schedule for Don Wood, Inc.. their bid is approximately 8% higher than the Engineer's Opinion of Probable Construction Cost (OPC) of $617,520.00.

References were provided, and the completed Vendor Reference Check Logs for each reference are attached hereto. The project references provided by Don Wood, Inc. were all contacted. LJA determined the references contain sufficient relevant experience with similar projects to demonstrate the required successful experience to complete the project with one exception. The MHC project was a tank painting project which is still incomplete, and the client has withheld final payment. This project is for a private client and its project management may not have been up to government standards possibly resulting in the incomplete work. This reference represents 20% of the references, 80% were acceptable.

Don Wood, Inc. is a Corporation formed in 1967 in the State of Florida and is currently active. Don Wood, Inc. is registered with the Florida Department of Business and Professional Regulation

as a Certified Pollutant Storage Contractor, which registrations are current and active. LJA Engineering, Inc. of Naples has no direct experience with Don Wood, Inc.

Based on the 80% favorable performance reviews provided on the Vendor Reference Logs and its licensing, it appears that it is a qualified firm to conduct the requested work. Based on the above information, LJA Engineering, Inc. recommends Don Wood, Inc. be awarded the Caxambas Hurricane Ian Permanent Fuel Tank Installation project in the amount of $667,164.00.

If you have any questions, please feel free to call or email me at damico@lja.com

Sincerely,

LJA ENGINEERING, INC.



Dominick J. Amico, P.E.
Senior Vice President/Project Engineer

DJA/lat

Attachments

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:	**24-8284**	**Reference Check by:**	Dominick Amico, P.E.
Solicitation Title:	**Caxambas Boat Ramp Fuel Tank**	**Date:**	9/27/24
Bidder's Name:	**Don Wood, Inc.**	**Phone:**	**239-597-3111**
Design Entity:	**LJA Engineering, Inc.**		

REFERENCED PROJECT:

Project Name:	**Fuel Site Closures 24-0309-ITB-C**	**Project Location:**	**2 site-Largo and St. Pete**
Project Description:	**Decommission 2 site to remove 8K ASTs**		
Completion Date:	**September 2024**	**Contract Value:**	**$75.000.00**
Project Owner/Title:	**Pinellas County Board of County Commissioners**		
Owner's Address:	**POB 2438 Clearwater, FL 33757**	**Phone:**	**727-582-3038**
Owner's Contact Person:	**John Neal, PM**	**E-Mail:**	**janeal@pinellascounty.org**

1. **Was project completed timely and within budget? (If not, provide detail)**
   Yes

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Yes

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   Yes

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Yes without changes

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Yes, but delayed due to rain which extended punch list completion.

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   No warranty issues.

7. **Additional comments:**

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:	**24-8284**	**Reference Check by:**	Dominick Amico, P.E.
Solicitation Title:	**Caxambas Boat Ramp Fuel Tank**	**Date:**	9/27/24
Bidder's Name:	**Don Wood, Inc.**	**Phone:**	**239-597-3111**
Design Entity:	**LJA Engineering, Inc.**		

REFERENCED PROJECT:

Project Name:	**HCA Florida Hospital Osceola 10,000-gallon UST Install**	**Project Location:**	**Kissimmee, FL**
Project Description:	**10K UST Install**		
Completion Date:	**May 2024**	**Contract Value:**	**$472,737.00**
Project Owner/Title:	**HCA Osceola-Coastal Mechanical**		
Owner's Address:	**2425 E Landstreet Rd., Orlando, FL 32824**	**Phone:**	**386-689-3297**
Owner's Contact Person:	**Luke Bauer, PM**	**E-Mail:**	**lbauer@coastalmechanical.com**

1. **Was project completed timely and within budget? (If not, provide detail)**
   Project not 100% complete, but looking like Don Wood will complete within budgeted time & cost.

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Submittal/review process performed well once directions from project EOR received.

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   Up to where we are now, construction process has been performed satisfactorily.

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Process has been smooth with no changes.

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Have not entered closeout process at this point.

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   N/A

7. **Additional comments:**
   Don Wood has been great to work with up to this point in the project and I would not hesitate to use them on my next project containing fuel tank/lines install.

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:	**24-8284**	**Reference Check by:**	Dominick Amico, P.E.
Solicitation Title:	**Caxambas Boat Ramp Fuel Tank**	**Date:**	9/27/24
Bidder's Name:	**Don Wood, Inc.**	**Phone:**	**239-597-3111**
Design Entity:	**LJA Engineering, Inc.**		

REFERENCED PROJECT:

Project Name:	**Orange County Fleet-Apopka Service Center 15,000-gallon UST Replacement FDEP Facility ID 48-8627845**	**Project Location:**	**Apopka, FL**
Project Description:	**15K UST Replacement**		
Completion Date:	**July 2024**	**Contract Value:**	**$418,233.00**
Project Owner/Title:	**Board of County Comm, Orange County**		
Owner's Address:	**400 E South St., Orlando, FL 32801**	**Phone:**	**407-836-0051**
Owner's Contact Person:	**Randy Nixon, PM**	**E-Mail:**	**Randy.Nixon@ocfl.net**

1. **Was project completed timely and within budget? (If not, provide detail)**
   Yes

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Yes

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   Yes

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Yes

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Currently Ongoing

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   Not as of Yet

7. **Additional comments:**
   This project referenced is part of an ongoing overall project consisting of the replacement of USTs at (3) County locations. The work at the Apopka Service Center has been completed.

Randy Nixon
10/4/24

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:	**24-8284**	**Reference Check by:**	Dominick Amico, P.E.
Solicitation Title:	**Caxambas Boat Ramp Fuel Tank**	**Date:**	9/27/24
Bidder's Name:	**Don Wood, Inc.**	**Phone:**	**239-597-3111**
Design Entity:	**LJA Engineering, Inc.**		

REFERENCED PROJECT:

Project Name:	**Orange County Fleet-Ocoee Service Center 15,000 gallon UST Replacement. FDEP Facility ID 48-9045992**	**Project Location:**	**Ocoee, FL**
Project Description:	**15K UST Replacement**		
Completion Date:	**May 2024**	**Contract Value:**	**$411,639.00**
Project Owner/Title:	**Board of County Comm, Orange County**		
Owner's Address:	**400 E South St., Orlando, FL 32801**	**Phone:**	**407-836-0051**
Owner's Contact Person:	**Randy Nixon, PM**	**E-Mail:**	**Randy.Nixon@ocfl.net**

1. **Was project completed timely and within budget? (If not, provide detail)**
   Yes

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   Yes

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   Yes

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Yes

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Currently Ongoing

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   Not as of Yet

7. **Additional comments:**
   This project referenced is part of an ongoing overall project consisting of the replacement of USTs at (3) County locations. The work at the Ocoee Service Center has been completed.

Randy Nixon
10/4/24

Collier County
Administrative Services Department
Procurement Services Division

VENDOR REFERENCE CHECK LOG

Solicitation No.:	**24-8284**	**Reference Check by:**	Dominick Amico, P.E.
Solicitation Title:	**Caxambas Boat Ramp Fuel Tank**	**Date:**	10/17/24
Bidder's Name:	**Don Wood, Inc.**	**Phone:**	**239-597-3111**
Design Entity:	**LJA Engineering, Inc.**		

REFERENCED PROJECT:

Project Name:	**MHC Riverwatch-Loggerhead Marina**	**Project Location:**	**St. Petersburg, FL**
Project Description:	**12K UST closure and 12K AST Install**		
Completion Date:	**August 2024**	**Contract Value:**	**$146,973.00**
Project Owner/Title:			
Owner's Address:		**Phone:**	**772-274-5508**
Owner's Contact Person:	**Luke Crawford**	**E-Mail:**	

1. **Was project completed timely and within budget? (If not, provide detail)**
   Yes

2. **Was the submittal/review process performed satisfactorily? (If not, provide detail)**
   N/A

3. **Was the construction process performed satisfactorily? (If not, provide detail)**
   The primer and pain on the AST (above ground tank) is satisfactory however the crew did not finish the Underneath of the tank. Therefore, the contractor must return to complete the work.

4. **Did the process run smoothly? Were there any changes? Describe below.**
   Yes, except for extended schedule.

5. **Was the contract closeout process performed satisfactorily? (If not, provide detail)**
   Not yet closed out.

6. **Any warranty issues since closeout? Were they responded to and performed satisfactorily?**
   Not yet within warranty period.

7. **Additional comments:**
   Work was average and completed part of the job. Team worked consistently when on site. Job was not completed as they missed the prep of the bottom portion of tank and have yet to complete. Payment is withheld to date.



Detail by Entity Name

Florida Profit Corporation
DON WOOD, INC.

Filing Information

Document Number	315614
FEI/EIN Number	59-1167805
Date Filed	04/06/1967
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/17/2024
Event Effective Date	NONE

Principal Address

6501 OLD WINTER GARDEN ROAD
ORLANDO, FL 32835-1299

Changed: 02/06/2006

Mailing Address

6501 OLD WINTER GARDEN ROAD
ORLANDO, FL 32835-1299

Changed: 02/06/2006

Registered Agent Name & Address

DIAZ ROSARIO, LUIS A
6501 OLD WINTER GARDEN RD
ORLANDO, FL 32835

Name Changed: 01/27/2022

Address Changed: 03/27/1997

Officer/Director Detail

Name & Address

Title PRESIDENT

DIAZ ROSARIO, LUIS A
6501 OLD WINTER GARDEN ROAD
ORLANDO, FL 32835-1299

Title V

COLVIN, KIRK P
1107 WINEBERRY CT
OCOEE, FL 34761

Annual Reports

Report Year	Filed Date
2022	01/27/2022
2023	01/24/2023
2024	01/05/2024

Document Images

09/17/2024 -- Amendment	View image in PDF format
01/05/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/06/2020 -- ANNUAL REPORT	View image in PDF format
06/14/2019 -- ANNUAL REPORT	View image in PDF format
02/05/2018 -- ANNUAL REPORT	View image in PDF format
01/04/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
01/06/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/18/2013 -- ANNUAL REPORT	View image in PDF format
01/12/2012 -- ANNUAL REPORT	View image in PDF format
02/01/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
02/12/2009 -- ANNUAL REPORT	View image in PDF format
04/14/2008 -- Off/Dir Resignation	View image in PDF format
04/14/2008 -- Off/Dir Resignation	View image in PDF format
01/11/2008 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
10/05/2006 -- Amendment	View image in PDF format
02/06/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/12/2004 -- ANNUAL REPORT	View image in PDF format
02/06/2003 -- ANNUAL REPORT	View image in PDF format
02/04/2002 -- ANNUAL REPORT	View image in PDF format
02/08/2001 -- ANNUAL REPORT	View image in PDF format
01/28/2000 -- ANNUAL REPORT	View image in PDF format

02/15/1999 -- ANNUAL REPORT	View image in PDF format
01/20/1998 -- ANNUAL REPORT	View image in PDF format
03/27/1997 -- ANNUAL REPORT	View image in PDF format
02/02/1996 -- ANNUAL REPORT	View image in PDF format
02/21/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Caxambas Hurricane Ian Permanent Fuel Tank Installation

Construction ITB No. 24-8284

BID TABULATION

GENERAL BASE SCOPE

Item No.	Description	Qty	Unit	Don Wood, Inc.	Douglas N. Higgins, Inc.	Capital Contractors, LLC	ENGINEER
4.1	Mobilization	1	LS	$ 37,500.00	$ 40,000.00	$ 84,275.00	$ 56,000.00
4.2	Civil Site Work	1	LS	$ 46,500.00	$ 130,000.00	$ 868,000.00	$ 7,500.00
4.3	Mechanical	1	LS	$ 459,660.00	$ 591,178.00	$ 147,500.00	$ 527,500.00
4.4	Landscape & Misc	1	LS	$ 123,504.00	$ 110,000.00	$ 85,750.00	$ 26,520.00
			TOTAL BID AMOUNT:	$ 667,164.00	$ 871,178.00	$ 1,185,525.00	**$ 617,520.00**

*Staff has allocated $123,504 in Owner's Allowance - for Owners Use as Directed. This Allowance will be used only at the Owner's direction to accomplish work due to unforeseen conditions and/or by the Owner. Inclusion of the Allowance as part of the Contract Price is not a guarantee that the Contractor will be paid any portion or the full amount of the Allowance. Expenditures of Owners Allowance will be made through Change Order with proper documentation of Time and Materials supporting the change.

	Don Wood, Inc.	Douglas N. Higgins, Inc.	Capital Contractors, LLC
	Yes/No	Yes/No	Yes/No
Bid Schedule	Yes	Yes	Yes
Bid Response Form (Form 1)	Yes	Yes	Yes
Contractors Key Personnel Assigned to Project - (Form 2)	Yes	Yes	Yes
Material Manufacturers (Form 3)	Yes	Yes	Yes
List of Major Subcontractors (Form 4)	Yes	Yes	Yes
Statement of Experience of Bidder (Form 5)	Yes	Yes	Yes*
Trench Safety Act Acknowledgement (Form 6)	Yes	Yes	Yes
Bid Bond (Form 7)	Yes	Yes	Yes
Insurance and Bonding Requirements (Form 8)	Yes	Yes	Yes
Conflict of Interest Affidavit (Form 9)	Yes	Yes	Yes
Vendor Declaration Statement (Form 10)	Yes	Yes	Yes
Immigration Affidavit Certification (Form 11)	Yes	Yes	Yes
Addendums (6)	Yes*	Yes	Yes
Grants Package	Yes*	Yes	Yes
E-Verify	Yes	Yes	Yes
W-9	Yes	Yes	Yes
SunBiz	Yes	Yes	Yes
License	Yes	Yes	Yes

Collier County

INSURANCE REQUIREMENTS COVERSHEET

Project Name
Caxambas Hurricane Ian Permanent Fuel Tank Installation
Vendor Name
Don Wood, Inc.
Solicitation/Contract No.
24-8284
Attachments
☑ Risk Approved Insurance Requirements ☑ Risk Approved Insurance Certificate(s)
Comments
The COI is in compliance.
Attachments Approved by Risk Management Division
Approval:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Jim Beam, CIC 817-640-5035	CONTACT NAME: Jim Beam, CIC PHONE (A/C, No, Ext): 817-640-5035 FAX (A/C, No): 817-640-0131 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Mid-Continent Casualty Co. — 23418
INSURED Don Wood, Inc. 6501 Old Winter Garden Road LLC 6501 Old Winter Garden Rd. Orlando, FL 32835	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		04GL1121214	07/31/2024	07/31/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
A	X Pollution Liab						MED EXP (Any one person)	$ -0-
A	X Professional Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			04XS235726	07/31/2024	07/31/2025	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Installation Fltr			04CIM45170	07/31/2024	07/31/2025	Instl.	250,000
A	Lsd/Rntd Equip			04CIM45170	07/31/2024	07/31/2025	500K Itm	500K Loc

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No. 24-8284 The General Liability policy includes a blanket additional insured endosement, which provides additional insured status to Collier County Board of County Commissioners, when there is a written "insured contract" between the named insured and those which require such status.

CERTIFICATE HOLDER

COLLIE5

Collier County Board of
County Commissioners
3295 Tamiami Trail E
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Monroe

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2024

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PRODUCER Alexander Insurance Agency 541 South Orlando Avenue, Suite 206 Maitland FL 32751 License#: L029632	**CONTACT NAME:** Jennifer Vann **PHONE (A/C, No, Ext):** 407-629-5346 **FAX (A/C, No):** 407-629-5407 **E-MAIL ADDRESS:** jvann@alexfinancial.com
INSURED Don Wood, Inc. 6501 Old Winter Garden Road Orlando FL 32835 DONWOOD-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Casualty Ins Co Amer — 19046 **INSURER B :** Travelers Insurance Company — 25658 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1361389207 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**			BA4S287653	7/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			EX2T588518	7/31/2024	7/31/2025	EACH OCCURRENCE	$ 1,000,000
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. 24-8284

Please see attached endorsement form(s):

AUTO: CA T4 37 02 16; CA T4 74 02 16

CERTIFICATE HOLDER

Collier County Board of Commissioners
3295 Tamiami Trail East
Naples FL 34112
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c**. in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e**. in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2024

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PRODUCER	CONTACT NAME: Danielle Coggon
LRA Insurance P.O. Box 948173 Maitland FL 32794	PHONE (A/C, No, Ext): (407)838-3445 FAX (A/C, No): (407)838-3460 E-MAIL ADDRESS: dcoggon@lrainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RetailFirst Insurance Company	10700
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Don Wood, Inc.
6501 Old Winter Garden Road
Orlando FL 32835

COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0520-61731	2/1/2024	2/1/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project No. 24-8284

CERTIFICATE HOLDER

Coullier County
Board of County Commissioners
3295 Tamiami Trail E.
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Lumbra/DCOGGE

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Executive Summary

Recommendation to adopt a Resolution approving amendments (appropriating grants, donations, contributions, or insurance proceeds) to the Fiscal Year 2024-25 Adopted Budget. (The Budget Amendments in the attached Resolution have been reviewed and approved by the Board of County Commissioners via separate Executive Summaries.)

OBJECTIVE: That the Board of County Commissioners adopts the attached resolution and the related amendments that amend the Fiscal Year 2024-25 Adopted Budget in accordance with Section 129.06, Florida Statutes.

CONSIDERATIONS: Section 129.06, Florida Statutes defines how an annual budget, as adopted by the Board, can be amended. Budget amendments recognizing grants, donations, contributions, insurance proceeds, or receipts from enterprise or proprietary funds that increase the total appropriations of a fund over the adopted annual budget must be approved by resolution of the Board of County Commissioners. Also, budget amendments appropriating moneys from reserve for future construction and improvements must be approved by resolution of the Board of County Commissioners.

The budget amendments in the attached resolution cover Board approved items for the period through December 10, 2024.

The budget amendments in the attached Resolution have been reviewed and approved by the Board of County Commissioners via separate Executive Summaries.

FISCAL IMPACT: The amendments and executive summaries, which were previously considered and approved by the Board, contained their respective fiscal impact statements.

GROWTH MANAGEMENT IMPACT: There is no Growth Management Impact associated with this Executive Summary.

LEGAL CONSIDERATIONS: This item was reviewed by the County Attorney, is approved as to form and legality, and requires majority support for approval. – JAK.

RECOMMENDATIONS: That the Board adopts the attached Resolution amending the Fiscal Year 2024-25 Adopted Budget.

PREPARED BY: Christopher Johnson, Director of Corporate Financial Management Services

ATTACHMENTS:

1. Reso FY 24 through 1.14.25_001
2. 25-164
3. 25-165
4. 25-168
5. 25-174
6. 25-175
7. 25-176
8. 25-178
9. 25-179
10. 25-180

RESOLUTION NO. 25-

A RESOLUTION PURSUANT TO SECTION 129.06(2), FLORIDA STATUTES, TO AMEND THE BUDGET FOR THE 2024-25 FISCAL YEAR.

WHEREAS, Section 129.06(2), Florida Statutes, provides that the Board of County Commissioners (hereinafter also referred to as "Board") at any time within a fiscal year may amend a budget for that year, and provides the procedures therefore; and

WHEREAS, the Board of County Commissioners of Collier County, Florida, has received copies of budget amendments which provide for but are not limited to: revenue from grants, donations or contributions, or insurance proceeds for a designated purpose; and

WHEREAS, the Board of County Commissioners of Collier County, Florida, has received copies of budget amendments where increased receipts for enterprise or proprietary funds received for a particular purpose may be appropriated and expended for that purpose.

WHEREAS, the Board of County Commissioners of Collier County, Florida, has received copies of budget amendments where reserve for future construction and improvements are appropriated for the purposes for which the reserve was made; and

WHEREAS, the Board has determined that it is appropriate to amend the Budget for Fiscal Year 2024-25 by resolution pursuant to Section 129.06, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that the budget amendments to the FY 2024-25 Budget described below are approved and hereby adopted and the FY 2024-25 Budget is so amended.

	BUDGET AMENDMENT NUMBER	INCREASE (DECREASE) RECEIPT	INCREASE (DECREASE) EXPENDITURE	INCREASE (DECREASE) RESERVES	EXPLANATION FOR APPROPRIATION
1841 Trans Grants	25-164 (12/10/24-16B5)	$1,213,445.00	$1,213,445.00		To recognize funds needed to complete the design, engineering, and permitting of the Oil Well Road Widening project with funding supported by the Florida Department of Transportation (FDOT) and the County Incentive Grant Program (CIGP).
1841 Trans Grants	25-165 (12/10/24-16B5)	$1,761,110.00	$1,761,110.00		To recognize funds needed to complete the design, engineering, and permitting of the Oil Well Road Widening project with funding supported by the Florida Department of Transportation (FDOT) and the Transportation Regional Incentive Program (TRIP).
4031 CATT Grant	25-168 (12/10/24-16B7)	$676,172.00	$676,172.00		To recognize funds needed for the purchase of a replacement fixed-route transit bus in the rural areas of Collier County.
1837 Human Services Grant	25-174 (12/10/24-16D13)	$145,055.75	$145,055.75		To recognize funds needed to provide services to qualified Collier County Citizens in compliance with grant responsibilities and regulations. (Title III-B Services)
1837 Human Services Grant	25-175 (12/10/24-16D13)	$42,206.50	$42,206.50		To recognize funds needed to provide services to qualified Collier County Citizens in compliance with grant responsibilities and regulations. (Title C1-Congregate Meals)
1837 Human Services Grant	25-176 (12/10/24-16D13)	$48,854.43	$48,854.43		To recognize funds needed to provide services to qualified Collier County Citizens in compliance with grant responsibilities and regulations. (Title C2-Home Delivered Meals)
1810 Library Grant/Proj	25-178 (12/10/24-16D3)	$33,970.75	$33,970.75		To recognize restricted donations from the Friends of the Library of Collier County Inc., to provide funding for the Mail-a-Book Program, Summer Reading Program, and general library program supplies.
1053 Ship Grant	25-179 (12/10/24-16D4)	$18,000.00	$18,000.00		To meet the housing needs of the very low, low and moderate income households of Collier County.
1053 Ship Grant	25-180 (12/10/24-16D6)	$105,112.14	$105,112.14		To meet the housing needs of the very low, low and moderate income households of Collier County.

BE IT FURTHER RESOLVED that the Clerk is hereby ordered and directed to spread this Resolution in full among the minutes of this meeting for permanent record in his office.
This Resolution adopted this 14th day of January 2025, after motion, second and majority vote.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Approved as to form and legality:

_____
Jeffrey A. Klatzkow, County Attorney

Executive Summary

Recommendation to authorize expenditures for the sole source purchase of Prolake/Keeton aerators and related materials from Keeton Industries, Inc., through a waiver from the competitive process in the amount of $250,000 per fiscal year from Keeton Industries, Inc., through Fiscal Year 2029.

OBJECTIVE: To increase the amount of available funding and annual not to exceed amount of the sole source waiver to purchase Prolake/Keeton aerators and related materials from Keeton Industries, Inc.

CONSIDERATIONS: On April 24, 2024, the County approved Waiver #25-017-WV for an amount not to exceed $25,000 per fiscal year to Keeton Industries, Inc. to purchase Prolake/Keeton aerators, equipment, and supplies for Pelican Bay lakes for Fiscal Years 2025 through 2029.
Keeton Industries solar aerators are already in place in Pelican Bay in all lakes managed by the Pelican Bay Services Division as part of its stormwater management plan. The aerators keep the water in the lakes moving so it does not become stagnant. Stagnant water breeds mosquitoes, algae and causes other potential health hazards. By purchasing from Keeton Industries directly, the County can keep its existing equipment operational. The original requested annual fiscal impact cost was based on regular maintenance. Unfortunately, multiple hurricanes in a short period of time have caused flooding of some solar aerator systems requiring replacement or repairs. Staff must use ProLake/Keeton products, sold exclusively by Keeton Industries, Inc., because other brands are not interchangeable within the water management system. The hurricane replacement costs have pushed spending well over the original approved annual fiscal year expenditure of $25,000.
Pursuant to Section Eleven, Procurement Methods, subparagraph 10 of the Collier County Procurement Ordinance 2017-08, as amended, staff requests that the Board find that it is in the best interest of the County to purchase ProLake/Keeton aerators, accessories, and related materials from Keeton Industries, Inc. as a sole source vendor for a not-to-exceed amount of $250,000 per Fiscal Year2025 through Fiscal Year 2029. Purchase Orders with the County's standard terms and conditions will be issued for purchases made through this waiver.

FISCAL IMPACT: Sufficient funding is available in the Right of Way Beautification Operating Fund (1007) for annual maintenance. If needed, funds for replacements can be accessed in the Disaster Recovery Fund (1813). County divisions shall utilize their budgets for purchases.

GROWTH MANAGEMENT IMPACT: There is no growth management impact.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: To authorize expenditures for the sole source purchase of Prolake/Keeton aerators and related materials from Keeton Industries, Inc., through a waiver from the competitive process in the amount of $250,000 per fiscal year from Keeton Industries, Inc., through Fiscal Year 2029.

PREPARED BY: Dawn Brewer, Operations Specialist II, Pelican Bay Services Division

ATTACHMENTS:
1. 25-017-WV Keeton Increase $250K -approved waiver
2. ProLake-Keeton waiver insurance requirement form

Docusign Envelope ID: B714EF7E-A928-4CA2-883A-EC7771442549

Collier County

WAIVER REQUEST FORM

Instructions: The Procurement Ordinance, 17-08, as amended, Section Eleven, Procurement Methods, defines single and sole source. Complete this form for purchases greater than $3,000 and provide the supporting documentation to the Procurement Services Division. Waiver requests greater than $50,000 will require approval by the Board of County Commissioners. Complete all sections of this form *prior* to submitting it to Procurement.

Definitions:

- **Single source** refers to a procurement directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- **Sole source** refers to a procurement where the selection of one particular supplier to the exclusion of all others may be based on lack of competition, proprietary technology, copyright, warranty, or a supplier's unique capability.

Disclaimer: Waivers are not active until the Procurement Director approves the request or the requested start date, ***whichever is later***. Waivers that require review by the Board of County Commissioners are not valid until Board approval is received. No purchase order requests will be processed until formal approval has been received.

Submit Waiver requests to Procurement Services via the Jira Ticketing System.

SECTION ONE

Division:	Requested Not-to-Exceed Expenditure Per FY:
Pelican Bay Services	$250,000
Vendor Corporate Name:	**Summary of Item(s)/Service(s):**
Prolake/Keeton Industries	Aerators & Accessories

SECTION TWO

☑ Sole Source ☐ Single Source ☐ One-Time Purchase ☑ Multiple Purchases

SECTION THREE

Detailed Description of Purchase. *Enter a description of the item(s) that will be purchased under this waiver.*

Keeton solar lake aeration equipment used within Pelican Bay lakes as part of the water management system.
IE. compressors, batteries, controllers, junction boxes, inverters, diffusers, tubing and solar panels

Detailed Public Purpose. *Include why this purchase is essential to County operations.*

The Keeton Industries solar lake aerators have been in use in Pelican Bay since 2013 and they keep the water in the lakes moving so it does not become stagnant. Stagnant water breeds mosquitoes, algae and causes other potential health hazards such as fish kills due to lack of oxygen in the water. By purchasing from ProLake/Keeton directly we can keep our existing equipment operational. Previous aerators were to costly in parts and labor to maintain the batteries. The current equipment is not interchangeable with other brands and runs more efficiently than other brands.

SECTION FOUR

Information Technology. *Select Yes if the products/services are related to Information Technology. If yes, provide the Purchasing Compliance Code (PCC) number or email approval from IT.*

☐ Yes ☑ No

If yes, provide the PCC number: _____

SECTION FIVE

Justification. Identify the criteria that qualifies this purchase as a sole or single source. Check all that apply (if a box is checked, make sure to provide an explanation below):

- **Sole Source**

  - ☐ **Only Authorized Vendor of Distributor**. Is this vendor the only vendor authorized to sell this product/service? If yes, explain below and provide documentation from the manufacturer confirming claims made by the distributors.
  - ☐ **No Comparable Product or Service**. Is there another vendor who can provide a similar product/service, regardless of cost, convenience, timeliness, etc.?
  - ☑ **Product Compatibility**. Does this product/service provide compatibility with existing equipment that prohibits switching to another comparable brand/vendor. If yes, provide the detailed explanation below, including what would occur if the other brand/vendor were used.
  - ☐ **Proprietary**. Is this product/service proprietary? If yes, provide a detailed explanation below on how its use is restricted by patent, copyright, or other applicable laws and provide documentation validating that claim.

- **Single Source**

  - ☐ **Standardization**. Is this product/service part of a purchase that the County has already standardized on? If yes, please provide detailed information below.
    Date of BCC Standardization: _____ BCC Agenda Item #: _____
  - ☐ **Warranty**. Is this the only vendor able to complete factory-authorized warranty services on County owned equipment? If yes, provide the documentation verifying the warranty.
  - ☐ **Geographic Territory**. Is this vendor the only vendor authorized to sell this product/service in our region? If yes, provide documentation from the manufacturer confirming those claims.
  - ☐ **Other Factors**. Any other reason not listed above. Explain below.

Explain. *How does this purchase meet the identified sole or single source criteria checked above?*

Pelican Bay currently has ProLake/Keeton Industries aerators installed in our lakes. The replacement parts are not interchangeable with other brands. After Hurricane Ian, 15 solar aerator systems had to be replaced with Keeton products in order to contain consistency within the water management system at a cost of $215,453.49. Keeping with Keeton products keeps cost down and replacement parts can be purchased instead of full replacements. If we do not purchase Keeton parts the solar aerators will not work and that will create numerous health issues in our stormwater management system.

How was the decision made to use this vendor? *Describe in detail if a formal standardization process was performed via Procurement or if there is a historical precedence established for the use of the product, please explain purchase, and use history and the current level of County investment in the product.*

The aerators were purchased in 2013 after going to bid on them. Deangelo Brothers/Aquagenix was the lowest bidder. We have $304,953 invested in the original products for lakes with in Pelican Bay. After initial investment a small amount has been spent to repair and maintain the aeration systems over the past 11 years. Deangelo Brothers/Aquagenix has gone out of business and has been assumed by another vendor. We contacted Keeton directly and we are able to purchase repair parts and accessories directly instead of through a distributor. When DeAngelo/Aquagenix went out of business there were no local distributors.

Explain why it is in the County's best interest to use this product/service rather than issuing a competitive solicitation. *What are the benefits from the continued use? Are there costs that would be incurred if a different vendor/product was used? What would occur if another brand/vendor was used?*

The products are provided by a sole source vendor. If a different product or vendor were to be used we would need to purchase all new equipment for all lakes PBSD maintains. The replacement parts and accessories are not interchangeable. Purchasing all new equipment would be cost prohibitive and a poor use of MSTBU funds when we currently have operational equipment.

Explain how the pricing compares to other vendors/products and is it considered to be fair and reasonable. *Provide information of historical use and whether pricing has increased/decreased. If sole source and no other product is available, provide the cost for addressing the needs via an alternate approach.*

The cost of compressors (one component of the aerators) was at approximately $1,000 each at installation of the system. In April 2022 the cost had risen to $1074.95. Currently compressors cost $1190.60 each. If we were to purchase all new equipment for each lake and went out to bid our costs would be well over the $304,953 of our initial purchase.

Will this purchase obligate the County to future ancillary products or services, either in terms of maintenance or standardization?

☒ **Yes** ☐ **No** If yes, explain what types.

Future maintenance and part replacement will be required. PBSD staff works diligently to reuse all parts and equipment possible and regularly checks and maintains the systems.

Does this purchase require the County to accept terms and conditions, including those contained in hyperlinks?

☐ **Yes** ☑ **No** If yes, attach documentation.

Market research and market alternatives. *When was the last time a market evaluation was performed to determine if either the technology or vendor offerings have changed? Based on the life expectancy of the product, when do you anticipate evaluating the market again? Attach a detailed market evaluation report if the complexity, duration, and dollar amount of the purchase will be a high risk to the County.*

The life expectancy of the equipment is at least 10-15 years as long as we continue to maintain and repair. After 15 years we can evaluate the market again.

SECTION SIX	
It is a felony to knowingly circumvent a competitive process for commodities or services by fraudulently specifying sole source. Florida Statute 838.22(2).	
Requester: Dawn Brewer	Signature: Dawn Brewer Digitally signed by Dawn Brewer Date: 2024.11.20 10:40:37 -05'00'
Division Director: Neil Dorrill	Signature: W. Neil Dorrill Digitally signed by W. Neil Dorrill Date: 2024.11.25 10:06:51 -05'00'
Department Head (Required if over $50,000): Ed Finn	Signature: Ed Finn Digitally signed by Ed Finn Date: 2024.12.13 11:33:35 -05'00'
Procurement Director or Designee: Sandra Srnka	Signature: DocuSigned by: Sandra Srnka 3ECCC8279B554F5...
PROCUREMENT USE ONLY	
Estimated Expenditure Per FY: $250,000	Additional Commentary: NTE expenditure is precautionary, in preparation for possible repairs & replacements due to weather events.
☐ P-Card ☑ PO	

Attachments:	Approved Date Range	Contract #:
☑ Sole/Single Source Letter	Start Date: BCC Approval	Contract Not Applicable ☑
☑ Designation	End Date: 9/30/2029	Waiver #: 25-017-WV

Contingent Upon Board Approval:	Agenda #:
☑ Yes ☐ No	Approval Date:

Docusign Envelope ID: B714EF7E-A928-4CA2-883A-EC7771442549

PROLAKE
Professional Lake Management Products

November 20, 2024

Pelican Bay Service District
801 Laurel Oak Drive, Suite 302
Naples. FL 34108
Attn. Ms. Dawn Brewer

Dear Ms. Brewer:

Keeton Industries, Inc. is the sole supplier to Collier County/Pelican Bay Services Division for all ProLake/Keeton solar and electric lake aeration systems as well parts and accessories for those units.

Please see separate cover for up-to-date pricing as well.

Thank you,

Jeff Spillars
Vice President of Business Development
Keeton Industries, Inc.`

1520 Aquatic Drive • Wellington, CO. 80549 • 970-568-7754

KEETON INDUSTRIES

Docusign Envelope ID: B714EF7E-A928-4CA2-883A-EC7771442549

Collier County

Notice of Recommended Designate of Sole/Single Source

Notice of Intent Name	NOTICE OF INTENT TO DESIGNATE SOLE SOURCE KEETON INDUSTRIES
Posting Date	4/12/24
Due Date	4/19/24

Responses

Vendor Name	Keeton Industries

Recommendation

Manufacturer Name	Pro-Lake/ Keeton Industries
Vendor/Provider Name	Keeton Industries

Approved Signatures

Procurement Services Director: DocuSigned by: Sandra Sroka 3ECCC8279B554F5...

Certificate Of Completion

Envelope Id: B714EF7E-A928-4CA2-883A-EC7771442549
Status: Completed
Subject: Complete with Docusign: 25-017-WV Increase $250K .pdf
Source Envelope:
Document Pages: 6
Signatures: 2
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brooke Roxberry
3295 Tamiami Trail East, Naples, Florida
Naples, FL 33967
Brooke.Roxberry@colliercountyfl.gov
IP Address: 76.7.93.10

Record Tracking

Status: Original
12/16/2024 12:35:09 PM
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Brooke.Roxberry@colliercountyfl.gov
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Pool: StateLocal
Storage Appliance Status: Connected
Pool: Collier County Board of County Commissioners
Location: DocuSign

Signer Events	Signature	Timestamp
Sandra Srnka Sandra.Srnka@colliercountyfl.gov Procurement Director Collier County Board of County Commissioners Security Level: Email, Account Authentication (None)	DocuSigned by: Sandra Srnka 3ECCC8279B554F5... Signature Adoption: Pre-selected Style Using IP Address: 76.7.93.10	Sent: 12/16/2024 12:36:30 PM Viewed: 12/16/2024 12:57:17 PM Signed: 12/16/2024 12:58:05 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/16/2024 12:36:30 PM
Certified Delivered	Security Checked	12/16/2024 12:57:17 PM
Signing Complete	Security Checked	12/16/2024 12:58:05 PM
Completed	Security Checked	12/16/2024 12:58:05 PM

Payment Events	Status	Timestamps

Collier County

INSURANCE REQUIREMENTS COVERSHEET

Project Name
Aerators & Accessories - Prolake/Keeton Idustries
Vendor Name
Prolake/Keeton Idustries
Solicitation/Contract No.
25-017-WV
Attachments
☐ Risk Approved Insurance Requirements ☐ Risk Approved Insurance Certificate(s)
Comments
No insurance required.
Attachments Approved by Risk Management Division
Approval: GonzalezGreily Digitally signed by GonzalezGreily Date: 2024.12.20 08:17:50 -05'00'

Executive Summary

Recommendation to ratify administratively approved Change Order No. 1, adding 8 days to the contract time and to use $9,582.30 from the owner's allowance for Work Directive #1 under Agreement No. 23-8120 (Purchase Order 4500229417) with DEC Contracting Group, Inc., for the "Bulk Aircraft Hangar at Marco Island Executive Airport," and authorize the Chairman to sign the attached Change Order. (Project No. 33822)

OBJECTIVE: To ratify administratively approved Change Order No. 1 and allow the contractor to invoice for having to repeat construction work on the Bulk Aircraft Hangar at Marco Island Executive Airport that was completed and inspected prior to the onset of Hurricane Milton on October 10, 2024, and was damaged due to the storm surge flooding on the construction site.

CONSIDERATIONS: On March 12, 2024 (Agenda Item 16.G.1), the Board awarded the Project to DEC Contracting Group, Inc. (the "Contractor") under Agreement No. 23-8120 (the "Agreement") to construct a 12,000 square foot bulk hangar at the Marco Island Executive Airport.

Change Order No. 1 adds eight days to the contract time and utilizes $9,582.30 of the Owner's Allowance, leaving a balance of $155,417.70 in the Owner's Allowance, with no increase to the contract amount. Change Order No. 1 is necessary as a result of several feet of Hurricane Milton storm surge, that inundated the Project's construction site resulting in stormwater damage to work that had already been completed. The damaged work included: Loss of 100% compaction for the concrete floor slab and the footings, the shifting of forms for the concrete foundation and footings, the loss of pretreatment chemicals for termite prevention, and the loss of the grading due to erosion.

None of the damage incurred was the result of a design flaw, an engineering error, or a contractor mistake. The Contractor took reasonable precautions to protect the work prior to the storm, but it could not repel the amount of flooding from the storm surge. The change order work includes re-setting concrete forms, re-grading and re-compacting the base layer materials, and re-applying the termite prevention chemicals.

This item is consistent with the Collier County Strategic Plan with a focus on Infrastructure and Asset Management and Community Development by continuing to follow a master planning process with the County's three airports. By maximizing the hangar space at the land-constrained Marco Island Executive Airport, we will help meet customer demand and enhance revenues, therefore promoting fiscal stewardship and maintaining self-sustaining airports.

The County's Procurement Services Division administratively approved Change Order No. 1, as authorized under the Procurement Ordinance, Section Nineteen, Contract Administration, Section 19, subsection 3.b on December 3, 2024.

FISCAL IMPACT: Change Order No. 1 extends the time available to Agreement 23-8120 without changing the total dollar value of the contract. Funds in the amount of $9,582.30 have already been encumbered within the owners allowance under Purchase Order 4500229417 in the Airport Authority Capital Fund (4091), Project 33822. The source of funding is fuel sales revenue.

GROWTH MANAGEMENT IMPACT: This item is consistent with Section B: Intermodal & Multimodal Transportation, Subsection 2: Aviation of the Transportation Element of the Growth Management Plan.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. —SRT

RECOMMENDATIONS: That the Board ratify administratively approved Change Order No. 1, adding 8 days to the contract days of construction from 336 to 344 days and reducing the Owner's Allowance by $9,582.30 from $165,000 to $155,417.70 for Work Directive No. 1 under Agreement No. 23-8120 (Purchase Order 4500229417) with DEC Contracting Group, Inc., for the "Bulk Aircraft Hangar at Marco Island Executive Airport," and authorize the Chairman to sign the attached Change Order. (Project No. 33822)

PREPARED BY: Bryant Garrett, AAE

ATTACHMENTS:

1. 23-8120 Contract_DEC_FullyExec_Reduced MKY Marco Bulk Hangar
2. 23-8120_FirstAmend_DECContracting
3. 23-8120_Second_Amend_DECContracting
4. Change Order No1 DEC Contract - Hurricane Damage

CONSTRUCTION AGREEMENT

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ("Owner") hereby contracts with **DEC Contracting Group, Inc.** ("Contractor") of 1560 Matthew Drive, Ste. B, Ft. Myers, FL 33907, a Florida Profit Corporation, authorized to do business in the State of Florida, to perform all work ("Work") in connection with **"Bulk Aircraft Hangar at Marco Island Executive Airport"**, Invitation to Bid No. **23-8120** ("Project"), as said Work is set forth in the Plans and Specifications prepared by **Hole Montes, Inc.** the Engineer and/or Architect of Record ("Design Professional") and other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Bidding Documents and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement" and sometimes as the "Contract"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. Owner shall furnish to the Contractor one reproducible set of the Contract Documents and the appropriate number of sets of the Construction Documents, signed and sealed by the Design Professional, as are reasonably necessary for permitting.

Section 2. Scope of Work.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.

Section 3. Contract Amount.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **Three Million Sixty-Three Thousand Nine Dollars and Forty-One Cents ($3,063,009.41**).

Section 4. Bonds.

A. If applicable, the Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B-1 and B-2, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies" circular. This circular may be accessed via the web at www.fms.treas.gov/c570/c570.html#certified. Should the Contract Amount be less

than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be subject to the Owner's approval.

Section 5. Contract Time and Liquidated Damages.

A. Time of Performance.
Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Contractor shall achieve Substantial Completion within **three hundred and thirty-six (336)** calendar days from the Commencement Date (herein "Contract Time"). The date of Substantial Completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. Contractor shall achieve Final Completion within **thirty (30)** calendar days after the date of Substantial Completion. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Department Administrator or Division Director, as applicable, acting directly or through duly authorized representatives.

B. Liquidated Damages in General.
Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if Contractor fails to achieve Substantial Completion within the time specified above, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Contractor fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **Two Thousand Five Hundred Seventy-Nine Dollars ($2,579.00)** for each calendar day thereafter until Substantial Completion is achieved. Further, in the event Substantial Completion is reached, but the Contractor fails to reach Final Completion within the required time period, Owner shall also be entitled to assess and Contractor shall be liable for all actual damages incurred by Owner as a result of Contractor failing to timely achieve Final Completion. The Project shall be deemed to be substantially completed on the date the Project Manager (or at his/her direction, the Design Professional) issues a Certificate of Substantial Completion pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to Substantially or Finally Complete the Work within the required time periods.

C. Computation of Time Periods.
When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday

or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

D. Determination of Number of Days of Default.
For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Owner will count default days in calendar days.

E. Right of Collection.
The Owner has the right to apply any amounts due Contractor under this Agreement or any other agreement between Owner and Contractor, as payment on such liquidated damages due under this Agreement in Owner's sole discretion. Notwithstanding anything herein to the contrary, Owner retains its right to liquidated damages due under this Agreement even if Contractor, at Owner's election and in its sole discretion, is allowed to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

F. Completion of Work by Owner.
In the event Contractor defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another contractor or its own forces, the Contractor and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

G. Final Acceptance by Owner.
The Owner shall consider the Agreement complete when the Contractor has completed in its entirety all of the Work and the Owner has accepted all of the Work and notified the Contractor in writing that the Work is complete. Once the Owner has approved and accepted the Work, Contractor shall be entitled to final payment in accordance with the terms of the Contract Documents.

H. Recovery of Damages Suffered by Third Parties.
Contractor shall be liable to Owner to the extent Owner incurs damages from a third party as a result of Contractor's failure to fulfill all of its obligations under the Contract Documents. Owner's recovery of any delay related damages under this Agreement through the liquidated damages does not preclude Owner from recovering from Contractor any other non-delay related damages that may be owed to it arising out of or relating to this Agreement.

Section 6. Exhibits Incorporated.

Exhibits Incorporated: The following documents are expressly agreed upon, attached hereto and made a part of this Agreement for Solicitation **#23-8120 "Bulk Aircraft Hangar at Marco Island Executive Airport"**.

Exhibit A-1:	Contractor's Bid Schedule	
Exhibit A-2:	Contractor's Bid Submittal Forms and Addendums	
Exhibit A-3:	Contractor's List of Key Personnel	
Exhibit B-1:	Payment Bond Forms	☐ Not Applicable
Exhibit B-2:	Performance Bond Forms	☐ Not Applicable
Exhibit B-3:	Insurance Requirements	
Exhibit C:	Release and Affidavit Form	
Exhibit D:	Contractor Application for Payment Form	

Exhibit E: Change Order Form
Exhibit F: Certificate of Substantial Completion Form
Exhibit G: Final Payment Checklist
Exhibit H: General Terms and Conditions
Exhibit I: Supplemental Terms and Conditions ☒ Applicable ☐ Not Applicable

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement for Solicitation **#23-8120 "Bulk Aircraft Hangar at Marco Island Executive Airport"**. The complete contract documents, including Addendum with attachments, are available on the County's on-line bidding system: https://www.bidsync.com/bidsync-cas/, which the parties agree comprise the final integrated agreement executed by the parties.

Sections corresponding to any checked box (☒) expressly apply to the terms of this Agreement and are available through the County's on-line bidding.

☒ Exhibit J: Technical Specifications
☐ Exhibit K: Permits
☒ Exhibit L: Standard Details
☒ Exhibit M: Plans and Specifications prepared by: **Hole Montes, Inc.**
☒ Exhibit N: Environmental Health and Safety Requirements for Construction Projects

Section 7. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the Owner shall be deemed duly served if delivered by U.S. Mail, E-mail or Facsimile, addressed to the following:

Collier County Board of County Commissioners, FL
c/o Airport Authority
2005 Mainsail Drive
Naples, FL 34114
Attn: Andrew Bennett, Executive Manager
Phone: (239) 252-8425
Email: Andrew.Bennett@colliercountyfl.gov

B. All notices required or made pursuant to this Agreement by Owner to Contractor shall be made in writing and shall be deemed duly served if delivered by U.S. Mail, E-mail or Facsimile, addressed to the following:

DEC Contracting Group, Inc.
1560 Matthew Drive, Ste. B
Ft. Myers, FL 33907
Attn: Erika Bodenstein, Vice President
Phone: (239) 332-4322
Email: Erika@deccontracting.com

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 8. PUBLIC ENTITY CRIMES.

8.1 By its execution of this Contract, Construction Contractor acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Section 9. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 10. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 11. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 12. No Waiver.

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 13. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 14. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 15. Change Order Authorization.

The Project Manager shall have the authority on behalf of the Owner to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the Owner's procurement ordinance and policies and accompanying administrative procedures.

Section 16. Construction.

Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.

Section 17. Order of Precedence

In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions. To the extent any conflict in the terms of the Contract Documents including the Owner's Board approved Executive Summary cannot be resolved by application of the Supplemental Conditions, if any, or the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.

****

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

DEC Contracting Group, Inc.

TWO WITNESSES:

FIRST WITNESS

Regina L. Dunn
Print Name

SECOND WITNESS

DORIAN MCCLAIN
Print Name

By: E. Bodenstein

Erika Bodenstein, V.P.
Print Name and Title

Date: 8.28.23

ATTEST:

Crystal K. Kinzel, Clerk of Courts
& Comptroller

BY: _____

As to Chairman's signature only

Date: 10/12/2023

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY FLORIDA

BY: _____
RICK LOCASTRO, Chairman

Approved as to Form and Legality:

Deputy County Attorney

Scott R. Teach
Print Name

EXHIBIT A-1: CONTRACTOR'S BID SCHEDULE

(FOLLOWING THIS PAGE)

CAO

23-8120 Bulk Aircraft Hangar at Marco Island Executive Airport (MKY)

Bid Schedule

DESCRIPTION OF WORK		UNIT	QTY	COST	TOTAL
1.0 GENERAL REQUIREMENTS					
		UNIT	QTY	COST	TOTAL
1.1 General Conditions		LS	1	$375,832.67	$ 375,832.67
GENERAL REQUIREMENTS - TOTAL					**$ 375,832.67**
2.0 GEOTECHNICAL					
		UNIT	QTY	COST	TOTAL
	Surcharging Site	LS	1	$ 359,992.98	$ 359,992.98
GEOTECHNICAL - TOTAL					**$ 359,992.98**
3.0 SITE WORK - Documents prepared by Hole Montes, Inc.					
		UNIT	QTY	COST	TOTAL
C-102	Installation and Removal of Silt Fence	LF	665	$3.60	$ 2,394.00
C-105	Mobilization	LS	1	$59,998.83	$ 59,998.83
Section 120-4	Subsoil Excavation	CY	300	$13.20	$ 3,960.00
Section 120-6	Embankment	CY	710	$63.60	$ 45,156.00
Section 522-1	Concrete for Sidewalks (4")	SY	51	$228.00	$ 11,628.00
T-904	Sodding	SY	1024	$8.90	$ 9,113.60
F-162	Installation of Fence	LF	51	$235.29	$ 11,999.79
D-701	12"x18" CL3 ERCP	LF	39	$138.00	$ 5,382.00
Section 425-1	FDOT Type 'C' Inlet	EA	1	$12,599.75	$ 12,599.75
-	Utility Sitework	LS	1	$13,439.74	$ 13,439.74
SITE WORK - TOTAL					**$ 175,671.71**
4.0 BUILDING - Documents prepared by SchenkelShultz					
		UNIT	QTY	COST	TOTAL
Concrete		LS	1	$443,871.34	$ 443,871.34
Site Assessment (includes Surveying, Material Testing, Pest Control)		LS	1	$35,999.30	$ 35,999.30
Metal Building System (includes all building components, doors)		LS	1	$1,125,626.04	$ 1,125,626.04
Plumbing		LS	1	$20,072.01	$ 20,072.01
HVAC		LS	1	$177,596.54	$ 177,596.54
Electrical (including charging stations)		LS	1	$123,347.99	$ 123,347.99
Data/Telecommunications/Security		LS	1	$59,998.83	$ 59,998.83
BUILDING - TOTAL					**$ 1,986,512.05**
5.0 OWNER'S ALLOWANCE*					$ 165,000.00
TOTAL BID					**$ 3,063,009.41**

***Owner's Allowance** is for Owner Use as Directed. This Allowance will be used only at the Owner's direction to accomplish work due to unforeseen conditions and/or as directed by the Owner. Inclusion of the Allowance as part of the Contract Price is not a guarantee that the Contractor will be paid any portion or the full amount of the Allowance. Expenditures of Owner's Allowance will be made through Change Order with proper documentation of Time and Materials supporting the change.

CAO

EXHIBIT A-2: CONTRACTOR'S BID SUBMITTAL FORMS AND ADDENDUM

(FOLLOWING THIS PAGE)

CAO

FORM 1 - BID RESPONSE FORM

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BULK AIRCRAFT HANGAR AT MARCO ISLAND EXECUTIVE AIRPORT
BID NO. 23-8120

Full Name of Bidder DEC Contracting Group, Inc.

Main Business Address 1560 Matthew Drive, Ste. B

Place of Business Ft. Myers, FL 33907

Telephone No. 239-332-4322 Fax No. 239-332-0180

State Contractor's License # CGC1526430

State of Florida Certificate of Authority Document Number P14000020944

Federal Tax Identification Number 46-4934701

DUNS # 079391270 CCR# _____ Cage Code 74UA6

To: BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA
(hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is submitted without collusion with any other person, firm, or corporation; that it has carefully examined the location of the proposed Work, the proposed form of Agreement and all other Contract Documents and Bonds, and the Contract Drawings and Specifications.

Bidder proposes and agrees if this Bid is accepted, Bidder will execute the Agreement included in the Bidding Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

Unit prices shall be provided in no more than two decimal points, and in the case where further decimal points are inadvertently provided, rounding to two decimal points will be conducted by Procurement Services Division staff.

Upon notification that its Bid has been awarded, the Successful Bidder will execute the Agreement form attached to the Bidding Documents within ten (10) calendar days and deliver the Surety Bond or Bonds and Insurance Certificates as required by the Contract Documents. The bid security attached is to become the property of the Owner in the event the Agreement, Insurance Certificates, and Bonds are not executed and delivered to Owner within the time above set forth, as liquidated damages, for the delay and additional expense to the Owner, it being recognized that, since time is of the essence, Owner will suffer financial loss if the Successful Bidder fails to execute and deliver to Owner the required Agreement, Insurance Certificates and Bonds within the required time period. In the event of such failure, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from the Successful Bidder in the event it fails to execute and deliver the Agreement, Insurance Certificates, and Bonds as required hereunder. The Successful Bidder hereby expressly waives and relinquishes any right which it may have to seek to characterize the

above-noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of bidding if the Successful Bidder fails to execute and deliver the Agreement, Insurance Certificates, and Bonds in a timely manner.

Upon receipt of the signed and approved agreement and Purchase Order, the undersigned proposes to commence work at the site within five (5) calendar days from the commencement date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) commencement date. The undersigned further agrees to substantially complete all work covered by this Bid within **two hundred and ten (210)** consecutive calendar days, computed by excluding the commencement date and including the last day of such period, and to be fully completed to the point of final acceptance by the Owner within **thirty (30)** consecutive calendar days after Substantial Completion, computed by excluding commencement date and including the last day of such period.

Acceptance and acknowledged by an Authorized Agent

Signature: E Bodenstein

Title: Vice President

Date: May 23, 2023

FORM 2 - CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

BULK AIRCRAFT HANGAR AT MARCO ISLAND EXECUTIVE AIRPORT
BID NO. 23-8120

Name	Personnel Category
Brad Ninkovich	Construction Superintendent
Erika Bodenstein	Project Manager

FORM 3 - MATERIAL MANUFACTURERS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

All Bidders shall confirm by signature that they will provide the manufacturers and materials outlined in this Bid specifications, including compliance with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal. Exceptions (when equals are acceptable) may be requested by completing the Material Manufacturer Exception List below. If an exception for a manufacturer and/or material is proposed and listed below and is not approved by Engineer/Project Manager, Bidder shall furnish the manufacturer named in the specification. Acceptance of this form does not constitute acceptance of material proposed on this list.

Complete and sign section A OR B.

Section A (Acceptance of all manufactures and materials in Bid specifications)

On behalf of my firm, I confirm that we will use all manufacturers and materials as specifically outlined in the Bid specifications.

Company: DEC Contracting Group, Inc.

Signature: _____ Date: May 23, 2023

Section B (Exception requested to Bid specifications manufacturers and materials)

	EXCEPTION MATERIAL	EXCEPTION MANUFACTURER
1.		
2.		
3.		
4.		
5.		

Please insert additional pages as necessary.

Company: _____

Signature: _____ Date _____

FORM 4 - LIST OF MAJOR SUBCONTRACTORS

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE

The undersigned states that the following is a list of the proposed subcontractors for the major categories outlined in the requirements of the Bid specifications.

The undersigned acknowledges its responsibility for ensuring that the Subcontractors for the major categories listed herein are "qualified" (as defined in Ordinance 2017-08 and Section 15 of Instructions to Bidders) and meet all legal requirements applicable to and necessitated by the Contract Documents, including, but not limited to proper licenses, certifications, registrations, and insurance coverage. The Owner reserves the right to disqualify any Bidder who includes non-compliant or non-qualified Subcontractors in its bid offer. Further, the Owner may direct the Successful Bidder to remove/replace any Subcontractor, at no additional cost to Owner, which is found to be non-compliant with this requirement either before or after the issuance of the Award of Contract by Owner. (Attach additional sheets as needed). Further, the undersigned acknowledges and agrees that promptly after the Award of Contract, and in accordance with the requirements of the Contract Documents, the Successful Bidder shall identify all Subcontractors it intends to use on the Project. The undersigned further agrees that all Subcontractors subsequently identified for any portion of work on this Project must be qualified as noted above.

	Major Category of Work	Subcontractor and Address
1.	Electrical	Whidden Electric Inc. - Lehigh Acres, FL
2.	Mechanical	Breezy Cool - Delray Beach, FL
3.	Plumbing	Indigo Plumbing - Ft. Myers, FL
4.	Site Work	B-Rock Solid - Ft. Myers, FL
5.	Identify other subcontractors that represent more than 10% of price or that affect the critical path of the schedule.	Trident Building Systems - Sarasota, FL

Company: DEC Contracting Group, Inc.

Signature: _____ Date: May 23, 2023

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONSIBLE.

The Bidder is required provide five (5) project references, stated below, of what work of similar magnitude completed within the last five (5) years is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the Agreement.

1.

Key West by the Sea, Bldg. A, Phase 2 (project name)
Monroe County BOCC (project owner)

Key West, FL (project location)
110 Simonton Street, Key West, FL 33040 (Owner's address)

Residential Sound Insulation Program (project description)
Dale Griffin (Owner's contact person) Construction Manager (title)

09/2021 - 05/2022 (project start/completion dates) $ 3,814,607.91 (contract value)
407-456-2443 (phone) d.griffin@thcinc.net

2.

Hodges University (project name)
Hodges University, Inc. (project owner)

4501 Colonial Blvd., Ft. Myers, FL 33966 (project location)
2647 Professional Circle, Naples, FL 34119 (Owner's address)

Health Sciences Building Alterations (project description)
Skip Camp (Owner's contact person) Facilities Director (title)

11/01/2019 - 05/28/2020 (project start/completion dates) $ 1,665,632 (contract value)
239-938-7700 (phone) scamp@hodges.edu (email)

3.

RCMA Phase 1 and Phase 2 (project name)
Redlands Christian Migrant Association (project owner)

Immokalee, FL (project location)
402 W. Main St., Immokalee, FL 34142 (Owner's address)

ICS 3rd Floor Renovations & Interior Alterations (project description)
Mike Facundo (Owner's contact person) Architect (title)

10/2021 - 01/2023 (project start/completion dates) $ 795,257 (contract value)
239-658-3560 (phone) mike@hfarchitects.net (email)

FORM 5 - STATEMENT OF EXPERIENCE OF BIDDER

4.

Gateway Sludge Loading (project name) — Lee County BOCC (project owner)

LeeCounty Florida (project location) — 2120 Main St., Ft. Myers, FL 33901 (Owner's address)

Pre-Engineer Metal Bldg. for Sludge Loading (project description) — Ross Hackethal (Owner's contact person) — Professional Engineer (title)

03/2022 (project completion date) — $ 369,995 (contract value) — 239-206-5095 (phone) — rhackethal@drmp.com (email)

5.

Mariner Middle School (project name) — School Board of Lee County Florida (project owner)

Cape Coral, FL (project location) — 3308 Canal Street, Ft. Myers, FL 33916 (Owner's address)

Single Point Entry (project description) — Matthew Burbach (Owner's contact person) — Project Manager (title)

11/2022 (project completion date) — $ 126,965.22 (contract value) — 239-479-4207 (phone) — matthewbu@leeschools.net (email)

Company: DEC Contracting Group, Inc.

Signature: [signature]

Date: May 23, 2023

FORM 6 - TRENCH SAFETY ACT

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE.

Bidder acknowledges that included in the various items of the bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the cost to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
1.	N/A	N/A	N/A	N/A	N/A
2.					
3.					
4.					
5.					

TOTAL $_____

Company: DEC Contracting Group, Inc.

Signature: E. Pedersen

Date: May 23, 2023

FORM 7 - BID BOND

THIS FORM MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE/NON-RESPONISBLE

KNOW ALL MEN BY THESE PRESENTS, that we DEC Contracting Group, Inc. (herein after called the Principal) and The Ohio Casualty Insurance Company, (herein called the Surety), a corporation chartered and existing under the laws of the State of New Hampshire with its principal offices in the city of Mahwah, NJ and authorized to do business in the State of Florida are held and firmly bound unto the Collier County Procurement (hereinafter called the Owner), in the full and just sum of Five Percent of the Amount Bid dollars ($ 5%) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment, and incidentals necessary to furnish, install, and fully complete the Work on the Project known as **Bid No. 23-8120 Bulk Aircraft Hangar at Marco Island Executive Airport.**

NOW, THEREFORE, if the Owner shall accept the Bid of the PRINCIPAL and the PRINCIPAL shall enter into the required Agreement with the Owner and within ten days after the date of a written Notice of Award in accordance with the terms of such Bid, and give such bond or bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials, and supplies furnished in the prosecution thereof or, in the event of the failure of the PRINCIPAL to enter into such Agreement or to give such bond or bonds, and deliver to Owner the required certificates of insurance, if the PRINCIPAL shall pay to the OBLIGEE the fixed sum of $ Five Percent of the Amount Bid (5%) noted above as liquidated damages, and not as a penalty, as provided in the Bidding Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed and sealed this 9th day of May, 20 23 .

DEC Contracting Group, Inc. Principal

BY E. Bodenstein (Seal)

The Ohio Casualty Insurance Company Surety

Cheryl R. Coleman (Seal)

Cheryl R. Coleman, Attorney-in-Fact

Countersigned N/A

Appointed Producing Agent for The Ohio Casualty Insurance Company

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $1.00 lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration **The Ohio Casualty Insurance Company**, incorporated organized and existing under the laws of the State of **New Hampshire** and licensed to do business in the State of **Florida**, certified and agrees, that if the contract for the **Collier County Procurement, FL – Bid No. 23-8120 Bulk Aircraft Hangar at Marco Island Executive Airport** is awarded to **DEC Contracting Group, Inc.**, the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this **9th** day of **May 2023.**

The Ohio Casualty Insurance Company

By: Cheryl R. Coleman

Cheryl R. Coleman, Attorney-in-Fact

Witness:

Zachary Rosenthal, As to Surety

CAO

CORPORATE ACKNOWLEDGMENT

State of Florida

County of Lee

On this **9th** day of **May 2023**, before me personally came Erika Bodenstein to me known, who being by me duly sworn, did depose and say that he/she is the Vice President of **DEC Contracting Group, Inc.** corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

My commission expires 6/7/26 Dorian McClain
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
DORIAN MCCLAIN
Commission # HH 273324
Expires June 7, 2026

CAO

SURETY ACKNOWLEDGMENT

State of **New Jersey**

County of **Middlesex**

On this **9th** day of **May 2023**

Before me personally came **Cheryl R. Coleman** to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of

The Ohio Casualty Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

SUSAN A. LOJO
Notary Public, State of New Jersey
My Commission Expires 11/7/2027

Susan A Lojo

CAO

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206800-969516

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

all of the city of Westfield state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of May, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CAO

Liberty Mutual SURETY

THE OHIO CASUALTY INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets	
Cash and Bank Deposits	$134,628,410
*Bonds — U.S Government	1,015,453,874
*Other Bonds	4,501,743,412
*Stocks	268,876,063
Real Estate	0
Agents' Balances or Uncollected Premiums	812,483,102
Accrued Interest and Rents	33,044,141
Other Admitted Assets	1,691,401,219
Total Admitted Assets	**$8,463,930,361**

Liabilities		
Unearned Premiums		$1,457,114,535
Reserve for Claims and Claims Expense		4,044,665,363
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		276,207
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		460,636,079
Total		**$5,962,692,184**
Special Surplus Funds	$ 28,510,778	
Capital Stock	4,500,000	
Paid in Surplus	738,183,897	
Unassigned Surplus	1,730,043,502	
Surplus to Policyholders		**2,501,238,177**
Total Liabilities and Surplus		**$8,463,930,361**

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

S-1262OCIC/a 3/22

FORM 8 - INSURANCE AND BONDING REQUIREMENTS

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in FORM 8 of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors, agents, and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or the specific solicitation number and title.

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in FORM 8 with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below-listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer, and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Collier County Florida
Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. ☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☒ Employer's Liability	**$_1,000,000**____ single limit per occurrence
3. ☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage **$_1,000,000**_____single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit Shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☒ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☒ Automobile Liability	**$_1,000,000**____ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. ☒ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. $ _____ Per Occurrence ☐ Pollution $ _____ Per Occurrence ☐ Professional Liability $ _____ Per claim & in the aggregate ☒ **Excess Coverage/Umbrella** **$3,000,000** Per Occurrence ☐ Valuable Papers Insurance $_____ Per Occurrence ☐ Cyber Liability $_____ Per Occurrence ☐ Technolo: Errors & Omissions $_____ Per Occurrence

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7. ☒ Bid bond — Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

8. ☒ Performance and Payment Bonds — For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG – 3/20/23

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation. The insurance submitted must provide coverage for a minimum of six (6) months from the date of award.

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Collier County

Procurement Services Division

FORM 9 – CONFLICT OF INTEREST AFFIDAVIT

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the "ground rules" for affiliated past or current Collier County project identified above (e.g., writing a procurement's statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor's ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor/vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the "sunshine") or through non-public (not in the "sunshine") conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above-referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

DEC Contracting Group, Inc.
Company Name

E. Bodenstein
Signature

Erika Bodenstein, Vice President
Print Name and Title

State of Florida

County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of May (month), 2023 (year), by Erika Bodenstein (name of person acknowledging).

Dorian McClain
(Signature of Notary Public - State of Florida)

DORIAN MCCLAIN
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

_____ Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA

DORIAN MCCLAIN
Commission # HH 273324
Expires June 7, 2026

CAO

Collier County
Procurement Services Division

FORM 10 – VENDOR DECLARATION STATEMENT

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above-referenced Solicitation. **Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 23 day of May, 20 23 in the County of Lee, in the State of Florida.

Firm's Legal Name:	DEC Contracting Group, Inc.
Address:	1560 Matthew Drive, Ste. B
City, State, Zip Code:	Ft. Myers, FL 33907
Florida Certificate of Authority Document Number	P14000020944
Federal Tax Identification Number	46-4934701
*CCR # or CAGE Code *Only if Grant Funded	Cage Code 74UA6
Telephone:	239-332-4322
Email:	erika@deccontracting.com
Signature by: (Typed and written)	Erika Bodenstein E. Bodenstein
Title:	Vice President

CAO

Additional Contact Information

Send payments to: (required if different from above)	
Contact name:	Company name used as payee
Title:	
Address:	
City, State, ZIP	
Telephone:	
Email:	
Office servicing Collier County to place orders (required if different from above)	
Contact name:	
Title:	
Address:	
City, State, ZIP	
Telephone:	
Email:	
Secondary Contact for this Solicitation:	Douglas R. Masch II
Email:	doug@deccontracting.com
Phone:	239-332-4322

CAO

Collier County
Procurement Services Division

FORM 11- IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's bid. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company which will be produced at the time of the submission of the Vendor's bid or within five (5) day of the County's Notice of Recommend Award.

FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR NON-RESPONSIVE.

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

DEC Contracting Group, Inc.
Company Name

E. Bodenstein
Signature

Erika Bodenstein, Vice President
Print Name and Title

State of Florida

County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of May (month), 2023 (year), by Erika Bodenstein (name of person acknowledging).

Dorian McClain
(Signature of Notary Public - State of Florida)

DORIAN MCCLAIN
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA

DORIAN MCCLAIN
Commission # HH 273324
Expires June 7, 2026

CAO

FORM 12 - BIDDERS CHECKLIST

IMPORTANT: No bid shall be considered unless it is made on unaltered Bid forms which are included in the Bidding Documents. Please read carefully, sign in the spaces indicated, and return with your Bid. FAILURE TO PROVIDE THE BID DOCUMENTS MAY BE GROUNDS TO DEEM YOU NON-RESPONSIVE/NON-RESPONSIBLE.

Bidder should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. Bid Schedule has been completed and attached.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. The following online standard documents have been reviewed and accepted in BidSync:
    a. Construction bid instructions form
    b. Construction services agreement
    c. Purchase order terms and conditions
8. All of the following bid forms have been completed and signed:
    a. Bid Form (Form 1)
    b. Contractors Key Personnel (Form 2)
    c. Material Manufacturers (Form 3)
    d. List of Major Subcontractors (Form 4)
    e. Statement of Experience (Form 5)
    f. Trench Safety Act (Form 6)
    g. Bid Bond Form (Form 7)
    h. Insurance and Bonding Requirements (Form 8)
    i. Conflict of Interest Affidavit (Form 9)
    j. Vendor Declaration Statement (Form 10)
    k. Immigration Law Affidavit Certification (Form 11) MUST be signed and attached with your submittal.
    l. Signed Grant Provisions and Assurances package in its entirety, if applicable, are executed and should be included with your submittal.
9. Copies of required information have been attached
    a. Business tax Receipt (Collier County Businesses Only)
    b. Company's E-Verify profile page or memorandum of understanding
    c. Certificate of Authority to Conduct Business in the State of Florida (sunbiz.org)
    d. Any required professional licenses – valid and current (myfloridalicense.com) (i.e., General Contractor's license, Underground Utility, and Excavation, Builders, Trade Contractors, etc., as applicable, requested, and/or required.)
    e. Vendor W-9 Form
10. If required, the amount of Bid bond has been checked, and the Bid bond or cashier's check has been submitted.
11. Any addenda have been signed and acknowledgement form is attached and included.
12. The Bid will be uploaded in time to be received no later than the specified opening date and time, otherwise, the Bid cannot be considered.

CAO

Collier County
Procurement Services Division

Email: matthew.catoe@colliercountyfl.gov
Telephone: (239) 252-6098

Addendum #1

Date: April 27, 2023

From: Matthew Catoe, Procurement Strategist

To: Interested Bidders

Subject: Addendum #1 Solicitation 23-8120 Bulk Aircraft Hangar at Marco Island Executive Airport (MKY)

The following clarifications are issued as an addendum:

Change 1:

Addition: Marco Island Executive Airport Bulk Hangar Construction Documents - Door Hardware Set shown below per question 1.

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) May 23, 2023 Date

DEC Contracting Group, Inc.
(Name of Firm)

CAO

DOOR HARDWARE SET
Doors: 101A, 101B, 101C, 101D
Description: EXTERIOR EXIT DEVICE W/ CARD ACCESS

3 Hinge, Full Mortise, Hvy Wt	T4A3386 NRP	US32D	MK
1 Rim Exit Device	7150 WS B MELR MO626F	630	YA
1 Cylinder UL 437	Medeco	26	MC
1 Surface Closer	UNI4400	689	YA
1 Kick Plate	K1050 8" x LAR	US32D	RO
1 Threshold	2005AT		PE
1 Gasketing	303AS		PE
1 Rain Guard	346C		PE
1 Sweep	315CN		PE
1 ElectroLynx Harness (hinge)	QC-CxxxP		MK
1 ElectroLynx Harness (to ceiling)	QC-C1500P		MK
1 Position Switch	DPS-M-BK		SU
1 Power Supply	AQD Series as Required		SU
1 Electric Power Transfer	EL-CEPT		SU

Notes: Door is normally closed and locked.
When presented with valid credentials, reader activates latch retraction.
During power failure or fire alarm, door remains locked (fail secure).
REX switch within exit device allows free egress at all times.

All exterior doors on this project shall meet FBC standards for windstorm. The door hardware specified is listed as a basis of design. If alternate hardware is proposed, please provide third-party test results and compliance information to architect.

Collier County
Procurement Services Division

Email: matthew.catoe@colliercountyfl.gov
Telephone: (239) 252-6098

Addendum #2

Date: May 2, 2023

From: Matthew Catoe, Procurement Strategist

To: Interested Bidders

Subject: Addendum #2 Solicitation 23-8120 Bulk Aircraft Hangar at Marco Island Executive Airport (MKY)

The following clarifications are issued as an addendum:

Change 1: Revise 23-8120 Exhibit J Specifications – 3.1.D.1 Painting
Addition:
1. All structural steel members shall be cleaned free of oil, dirt, rust, loose scale and foreign matter prior to painting meeting a SSPC.SP-10-85 near-white blast cleaning specification. SSPC-6 can be utilized for the cleaning as an alternate to SSPC-10.

Change 2: Revise 23-8120 Exhibit J Specifications – Part 2 – Products
Addition:
2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Chief Buildings; Chief Industries, Inc.
2. Mid-West Steel Building Company; an NCI company.
3. Nucor Building Systems; a Nucor company.
4. Trident Building Systems, Inc.
5. Varco-Pruden Buildings; a division of BlueScope Buildings North America, Inc
6. ACI Building Systems
7. Vulcan Steel Structures, Inc.

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

E Bodenso _____ May 23, 2023
(Signature) Date

DEC Contracting Group, Inc.
(Name of Firm)

CAO

Collier County
Procurement Services Division

Email: Kristofer.lopez@colliercountyfl.gov
Telephone: (239) 252-6098

Addendum #3

Date: May 4, 2023

From: Kristofer Lopez, Procurement Strategist

To: Interested Bidders

Subject: Addendum #3 Solicitation 23-8120 Bulk Aircraft Hangar at Marco Island Executive Airport (MKY)

The following clarifications are issued as an addendum:

Change 1: Revise 23-8120 Exhibit J Specifications – Part 2 – Products
Addition:
SECTION 264113 - LIGHTNING PROTECTION SYSTEM
2.1 MANUFACTURERS
A. Thompson Lightning Protection, Inc. - Premium Line
B. Independent Protection Company, Inc. - Premium Line
C. Heary Bros. Lightning Protection - Premium Lines
D. Harger Lightning Protection, Inc. - Premium Line
E. Robbins Lightning, Inc.

2. Exhibit M 8 Boring Location Plan has been uploaded

3. Exhibit L Construction Stormwater Pollution Prevention Plan Template has been uploaded

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

E. Bodenson
(Signature)

May 23, 2023
Date

DEC Contracting Group, Inc.
(Name of Firm)

CAO

Collier County
Procurement Services Division

Email: Kristofer.lopez@colliercountyfl.gov
Telephone: (239) 252-6098

Addendum #4

Date: May 8, 2023

From: Kristofer Lopez, Procurement Strategist

To: Interested Bidders

Subject: Addendum #4 Solicitation 23-8120 Bulk Aircraft Hangar at Marco Island Executive Airport (MKY)

The following clarifications are issued as an addendum:

Change 1: ~~**As reads: Bid due date is May 9, 2023 @ 3:00 PM EST**~~

Now reads: Bid due date is May 23, 2023 @ 3:00 PM EST

Change 2: ~~**Question and Answer period ends May 2, 2023 @ 5:00 PM EST**~~

Now reads: Question Answer Period ends Friday May 12, 2023 @ 5:00 PM EST

Change 3: Revised Bid Schedule has been uploaded: 23-8120 Bid Schedule Revised

4. 23-8120 Exhibit L Geotech Report has been uploaded

5. 23-8120 Exhibit M Existing Conditions & Demo Plans has been uploaded

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

E. Bodenstein
(Signature)

May 23, 2023
Date

DEC Contracting Group, Inc.
(Name of Firm)

CAO

Collier County
Procurement Services Division

Email: Kristofer.lopez@colliercountyfl.gov
Telephone: (239) 252-6098

Addendum #5

Date: May 15, 2023

From: Kristofer Lopez, Procurement Strategist

To: Interested Bidders

Subject: Addendum #5 Solicitation 23-8120 Bulk Aircraft Hangar at Marco Island Executive Airport (MKY)

The following clarifications are issued as an addendum:

Change 1: Pursuant to the information provided by the metal building manufacturers regarding the unavailability of Florida Product Approvals related to the translucent roof panels shown and called for on the Roof Plan (Sheet A151) and Reflected Ceiling Plan (Sheet A140), furnish and install standard standing-seam trapezoidal-rib metal roof panels per the specifications, Section 13 34 19, Article 2.5, in place of the translucent roof panels. Traditional skylights will not be required.

Change 2: As Reads: ~~The Successful Bidder shall be required to finally complete all Work within three hundred and sixty-six (240) calendar days from and after the Commencement Date specified in the Notice to Proceed. The final completion days include substantial completion days of three hundred and thirty-six (210) calendar days, with an additional thirty (30) calendar days to final completion~~

Now Reads: The Successful Bidder shall be required to finally complete all Work within three hundred and sixty-six (366) calendar days from and after the Commencement Date specified in the Notice to Proceed. The final completion days include substantial completion days of three hundred and thirty-six (336) calendar days, with an additional thirty (30) calendar days to final completion

Change 3: 23-8120 Solicitation Revised has been uploaded

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature) May 23, 2023 Date

CAO

DEC Contracting Group, Inc.

(Name of Firm)

CAO

EXHIBIT A-3: CONTRACTOR'S KEY PERSONNEL ASSIGNED TO THE PROJECT

Name	Personnel Category
Brad Ninkovich	Construction Superintendent
Erika Bodenstein	Project Manager

EXHIBIT B-1: PUBLIC PAYMENT BOND

Bond No. 015221337
Contract No. 23-8120

KNOW ALL MEN BY THESE PRESENTS: That DEC Contracting Group, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, located at 1200 MacArthur Blvd., 3rd Floor, Mahwah, NJ 07430 (Business Address) are held and firmly bound to The Board of County Commissioners of Collier County, Florida as Obligee in the sum of Three Million Sixty-Three Thousand Nine and 41/100 Dollars ($ 3,063,009.41) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the 10 day of October 2023, with Obligee for Bulk Aircraft Hangar at Marco Island Executive Airport - Bid # 23-8120 in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this 6th day of September 2023, the name of each party being affixed and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

CAO

Signed, sealed and delivered
in the presence of:

PRINCIPAL

DEC Contracting Group, Inc.

Witnesses as to Principal

BY: E. Bodenstein
NAME: Erika Bodenstein
ITS: Vice President

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1 day of September, 2023 by Erika Bodenstein as Vice President of DEC Contracting Group, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

REGINA L. DUNN
Commission # HH 030505
Expires August 29, 2024
Bonded Thru Budget Notary Services

(Signature of Notary Public)

NAME: Regina L. Dunn
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of Florida
Commission No.: HH030505

ATTEST:

SURETY:

The Ohio Casualty Insurance Company
(Printed Name)

N/A

(Business Address

N/A
(Authorized Signature)

Witnesses to Surety

N/A
(Printed Name)

CAO

Cheryl R. Coleman OR

As Attorney-in-Fact
(Attach Power of Attorney)

Cheryl R. Coleman, As to Surety
Witnesses

Zachary J. Rosenthal, Attorney-in-Fact
(Printed Name)

1200 MacArthur Boulevard, 3rd Floor
Mahwah, NJ 07430
(Business Address)

201-236-4045
(Telephone Number)

STATE OF New Jersey
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of September, 2023, by Zachary J. Rosenthal, as Attorney-in-Fact of The Ohio Casualty Insurance Company, a New Hampshire corporation, on behalf of the corporation. He/she is personally known to me OR has produced N/A as identification and did (did not) take an oath.

My Commission Expires:

CAROL McTARSNEY
Notary Public, State of New Jersey
Commission # 0050098231
My Commission Expires 2/1/2024

(Signature of Notary Public)

Name: CAROL McTARSNEY
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: New Jersey
Commission No.: 0050098231

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206800-969516**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

all of the city of Westfield state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November , 2021 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of September , 2023 .

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

THE OHIO CASUALTY INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets

Cash and Bank Deposits	$381,391,653
*Bonds — U.S Government	624,259,230
*Other Bonds	4,696,075,391
*Stocks	123,765,396
Real Estate	0
Agents' Balances or Uncollected Premiums	936,691,175
Accrued Interest and Rents	40,821,253
Other Admitted Assets	2,318,373,499
Total Admitted Assets	**$9,121,377,597**

Liabilities

Unearned Premiums		$1,621,337,313
Reserve for Claims and Claims Expense		4,472,582,937
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		220,687
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		510,304,288
Total		**$6,604,445,225**
Special Surplus Funds	$31,311,376	
Capital Stock	4,500,000	
Paid in Surplus	738,183,897	
Unassigned Surplus	1,742,937,099	
Surplus to Policyholders		**2,516,932,372**
Total Liabilities and Surplus		**$9,121,377,597**

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T A Mikolajewski

Assistant Secretary

EXHIBIT B-2: PUBLIC PERFORMANCE BOND

Bond No. 015221337
Contract No. 23-8120

KNOW ALL MEN BY THESE PRESENTS: That DEC Contracting Group, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, located at 1200 MacArthur Blvd., 3rd Floor, Mahwah, NJ 07430 (Business Address) are held and firmly bound to The Board of County Commissioners of Collier County, Florida, as Obligee in the sum of Three Million Sixty-Three Thousand Nine and 41/100 Dollars ($3,063,009.41) for the payment whereof we bond ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the 10 day of October, 2023, with Obligee for Bulk Aircraft Hangar at Marco Island Executive Airport - Bid # 23-8120 in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to herein as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this 6th day of September, 2023, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CAO

Signed, sealed and delivered
in the presence of:

Witnesses as to Principal

PRINCIPAL

DEC Contracting Group, Inc.

BY: E. Bodenstein

NAME: Erika Bodenstein

ITS: Vice President

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7 day of September, 2023, by Erika Bodenstein as Vice President of DEC Contracting Group, Inc., a Florida corporation, on behalf of the corporation. He/she, is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

REGINA L. DUNN
Commission # HH 030505
Expires August 29, 2024
Bonded Thru Budget Notary Services

(AFFIX OFFICIAL SEAL)

(Signature of Notary Public)

Name: Regina L. Dunn

(Legibly Printed)

Notary Public, State of: Florida
Commission No.: HH030505

ATTEST:

SURETY:

The Ohio Casualty Insurance Company
(Printed Name)
1200 MacArthur Blvd.
3rd Floor
Mahwah, NJ 07430
(Business Address)

(Authorized Signature)

Zachary J. Rosenthal, Attorney-In-Fact
(Printed Name)

Witnesses as to Surety
Cheryl R. Coleman, As to Surety

OR

_____

N/A
As Attorney in Fact
(Attach Power of Attorney)

_____
Witnesses

N/A
(Printed Name)

N/A

(Business Address)

201-236-4045
(Telephone Number)

STATE OF New Jersey
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of September, 20 23, by Zachary J. Rosenthal, as Attorney-in-Fact of The Ohio Casualty Insurance Company, a New Hampshire corporation, on behalf of the corporation. He/she is personally known to me OR has produced N/A as identification and did (did not) take an oath.

My Commission Expires:

CAROL McTARSNEY
Notary Public, State of New Jersey
Commission # 0050098231
My Commission Expires 2/1/2024

(Signature of Notary Public)

CAROL McTARSNEY
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: New Jersey
Commission No.: 0050098231

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206800-969516**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl R. Coleman; Marc J. Michalewsky; Mary J. D'Amato; Sandra A. Pace; Thomas True; Zachary J. Rosenthal

all of the city of Westfield state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of November , 2021 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of November , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of September , 2023 .

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual SURETY

THE OHIO CASUALTY INSURANCE COMPANY

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Assets

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Total Admitted Assets	**$9,121,377,597**

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Unearned Premiums		$1,621,337,313
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Reserve for Dividends to Policyholders		220,687
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Reserve for Commissions, Taxes and Other Liabilities		510,304,288
Total		**$6,604,445,225**
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Capital Stock	4,500,000	
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Unassigned Surplus	1,742,937,099	
Surplus to Policyholders		**2,516,932,372**
Total Liabilities and Surplus		**$9,121,377,597**

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T A Mikolajewski

Assistant Secretary

EXHIBIT B-3: INSURANCE REQUIREMENTS

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in EXHIBIT B of this solicitation. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Contractor waive against each other and the County's separate Contractors, Design Consultant, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or, the specific solicitation number/contract number and title.

The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions.

The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in EXHIBIT B with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Contractor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Contractor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due

Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)
STATE OF (FLORIDA)

Before me, the undersigned authority, personally appeared _____who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and it's subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____,20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

_____

BY: _____

_____
Witness

ITS: _____ President

_____
Witness

DATE: _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature of Notary Public)

NAME: _____
(Legibly Printed)

Notary Public, State of _____

(AFFIX OFFICIAL SEAL)

Commissioner No.: _____

EXHIBIT D
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @5% through [Insert Date] _____	$	Retainage @ 5% through [Insert date] _____	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

EXHIBIT D (Continued) **SCHEDULE OF VALUES**

Project Name: **Project Number:**
Date:
Period To:

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	__% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE	SINCE DATE								

Exhibit D
(Continued)

Stored Materials Record

Formula: A + B - C - D = E

				A	B	C	D	E
Date	**Description**	**Supplier**	**Invoice Number**	**Previously Received**	**Received This Period**	**Previously Installed**	**Installed This Period**	**Balance To Install**

EXHIBIT E: CHANGE ORDER

Collier County

Procurement Services
Change Order Form

☐ Contract Modification ☐ Work Order Modification

Contract #: | Change #: | Purchase Order #: | Project #:

Contractor/Firm Name: | Contract/Project:

Project Manager Name: | Division Name:

Original Contract/Work Order Amount			Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount			Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount			SAP Contract Expiration Date (Master)
Dollar Amount of this Change		#DIV/0!	Total Change from Original Amount
Revised Contract/Work Order Total	$ 0.00	#DIV/0!	Change from Current BCC Approved Amount
Cumulative Changes	$ 0.00	#DIV/0!	Change from Current Amount

Completion Date, Description of the Task(s) Change, and Rationale for the Change

Notice to Proceed Date | Original Completion Date | Last Approved Date | Revised Date (Includes this change)

# of Days Added | Select Tasks ☐ Add new task(s) ☐ Delete task(s) ☐ Change task(s) ☐ Other

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

Prepared by: _____ Date: _____
(Project Manager Name and Division)

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted by: _____ Date: _____
(Contractor / Vendor / Consultant / Design Professional and Name of Firm, if project applicable)

Accepted by: _____ Date: _____
(Design Professional and Name of Firm, if project applicable)

Approved by: _____ Date: _____
(Division Director or Designee)

Approved by: _____ Date: _____
(Procurement Professional)

Revised: 01/14/2021 (Divisions who may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
Admin	BCC Appl	BCC EE

Change Order/Amendment Summary

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	New Amount	

Revised: 01/14/2021

(Divisions who may require additional signatures may include on separate sheet.)

PROCUREMENT USE ONLY		
Admin	BCC Rpt	BCC Est

EXHIBIT F: CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional's Project No. _____
PROJECT:

CONTRACTOR: _____

Contract For
Contract Date

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

_____

_____

CONTRACTOR _____

_____

_____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20____

_____
Design Professional

By: _____
Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20____

_____
CONTRACTOR

By: _____
Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20____

_____
OWNER

By: _____
Type Name and Title

EXHIBIT G: FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ PO No.: _____ Date: _____
Contractor: _____
The following items have been secured by the _____
for the Project known as _____
_____
and have been reviewed and found to comply with the requirements of the Contract Documents.
Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____
Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Date of Substantial Completion: _____.
Final Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
_____	_____	1.	All Punch List items completed on _____
_____	_____	2.	Warranties and Guarantees assigned to Owner (attach to this form).
		3.	Effective date of General one-year warranty from Contractor is:
_____	_____		_____
		4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
_____	_____		
_____	_____	5.	As-Built drawings obtained and dated: _____
_____	_____	6.	Owner personnel trained on system and equipment operation.
		7.	Certificate of Occupancy No.: _____
_____			issued on _____ (attach to this form).
_____	_____	8.	Certificate of Substantial Completion issued on _____
		9.	Final Payment Application and Affidavits received from Contractor on:
_____	_____		_____
_____	_____	10.	Consent of Surety received on _____
_____	_____	11.	Operating Department personnel notified Project is in operating phase.
_____	_____	12.	All Spare Parts or Special Tools provided to Owner: _____
			_____
_____	_____	13.	Finished Floor Elevation Certificate provided to Owner: _____
			_____
_____	_____	14.	Other: _____
			_____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

By Contractor: _____ (Company Name)

_____ (Signature)
_____ (Typed Name & Title)

By Design Professional: _____ (Firm Name)
_____ (Signature)
_____ (Typed Name & Title)

By Owner: _____ (Department Name)

_____ (Signature)
_____ (Name & Title)

EXHIBIT H: GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2 If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager; said interpretation or clarification from the Project Manager may require Contractor to consult directly with Design Professional or some other third party, as directed by Project Manager. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

2.1 Subject to Section 2.3 below, Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. The Contractor is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by the Owner as may be expressly described elsewhere in the Contract Documents).

2.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than three (3) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to Contractor's compensation or time for performance, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of an unusual nature or should have been discovered by Contractor as part of its investigative services, and that no change in the terms of the Agreement is justified, Owner shall so notify Contractor in writing, stating its reasons. Claims by Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Contractor's receipt of Owner's written determination notice. If Owner and Contractor cannot agree on an adjustment to Contractor's cost or time of performance, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

3. SCHEDULE.

3.1 The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to Project Manager, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents, and shall utilize the Critical Path method of scheduling and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2 The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the Project Manager's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the Owner's obligation to pay Contractor.

3.3 All work under this Agreement shall be performed in accordance with the requirements of all Collier County Noise Ordinances then in effect. Unless otherwise specified, work will generally be

limited to the hours of 7 a.m. to 7 p.m., Monday through Saturday. No work shall be performed outside the specified hours without the prior approval of the Project Manager.

4. PROGRESS PAYMENTS.

4.1 Prior to submitting its first monthly Application for Payment, Contractor shall submit to Project Manager, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Project Manager, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative and attached to the Agreement as Exhibit D.

4.2 Prior to submitting its first monthly Application for Payment, Contractor shall provide to the Project Manager the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

4.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location, and such payment and storage have been agreed to by Owner in writing, the Application for Payment also shall be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record attached hereto and made a part hereof as Exhibit D.

4.4 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). After the date of each Application for Payment is stamped as received and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices in the amounts approved shall be processed and paid in accordance with Section 218.735, F.S. and the administrative procedures established by the County's Procurement Services Division and the Clerk of Court's Finance Department respectively.

4.5 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is

stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

4.6 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

4.7 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

4.8 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for Project Manager's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by Owner to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

4.10 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

4.11 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

4.12 The County may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation

5. PAYMENTS WITHHELD.

5.1 The Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Project Manager may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of:

(a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents by Contractor.

5.2 If any conditions described in 5.1. are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Provided however, in the event of an emergency, Owner shall not be required to provide Contractor any written notice prior to rectifying the situation at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or non-liquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

5.3 In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

5.4 If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

6. FINAL PAYMENT.

6.1 Owner shall make final payment to Contractor in accordance with Section 218.735, F.S. and the administrative procedures established by the County's Procurement Services Division and the Clerk of Court's Finance Department after the Work is finally inspected and accepted by Project Manager as set forth with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the Owner. Prior to release of final payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

6.2 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except

those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1 Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Contractor to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within thirty (30) calendar days after Notice of Award is received by Contractor, unless otherwise mutually agreed in writing by Owner and Contractor.

7.3 If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Contractor submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5 The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute and, if need be, to consult with the Design Professional. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute.

8. DAILY REPORTS, SIGNED AND SEALED AS-BUILTS AND MEETINGS.

8.1 Unless waived in writing by Owner, Contractor shall complete and submit to Project Manager on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Project Manager. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1 Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2 Soil conditions which adversely affect the Work;

8.1.3 The hours of operation by Contractor's and Sub-Contractor's personnel;

8.1.4 The number of Contractor's and Sub-Contractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5 All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6 Description of Work being performed at the Project site;

8.1.7 Any unusual or special occurrences at the Project site;

8.1.8 Materials received at the Project site;

8.1.9 A list of all visitors to the Project

8.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to Owner pursuant to the Contract Documents.

8.2 Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes

made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Project Manager or Design Professional for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Project Manager by Contractor for Owner.

8.3 Contractor shall keep all records and supporting documentation, which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed or such longer period as may be required by law, whichever is later, pursuant to Florida Public Records Law Chapter 119 and comply with specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Division of Communications, Government and Public Affairs
3299 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-8999
Email: PublicRecordRequest@colliercountyfl.gov

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public

agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1 Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material-men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2 Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4 In no event shall any approval by Owner authorizing Contractor to continue performing Work under this Agreement or any payment issued by Owner to Contractor be deemed a waiver of any right or claim Owner may have against Contractor for delay damages hereunder.

10. CHANGES IN THE WORK.

10.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

10.2 A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

10.3 If Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4 In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above. No markup shall be placed on sales tax, shipping or subcontractor markup.

10.5 Owner, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order or Work Directive Change.

10.6 The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

10.7 Any modifications to this Contract shall be in compliance with the County procurement ordinance and policies and Administrative Procedures in effect at the time such modifications are authorized.

11. CLAIMS AND DISPUTES.

11.1 Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2 Claims by the Contractor shall be made in writing to the Project Manager within forty-eight (48) hours from when the Contractor knew or should have known of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of

the event, unless the Owner grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3 The Contractor shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

12. OTHER WORK.

12.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to Owner and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2 Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

12.3 If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

13.2 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by

any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.3 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance and Bonding Requirements form Exhibit B-3 to the Agreement. Further, the Contractor shall at all times comply with all of the terms, conditions, requirements and obligations set forth under Exhibit B-3.

14. COMPLIANCE WITH LAWS.

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Project Manager in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date this Agreement was executed that increases the Contractor's time or cost of performance of the Work, Contractor is entitled to a Change Order for such increases, except to the extent Contractor knew or should have known of such changes prior to the date of this Agreement.

14.2 By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

14.3 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States, including the requirements set forth in Florida Statute, §448.095.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Contractors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Contractor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Contractors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.

If the Bidder/Contractor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / Contractor's proposal may be deemed non-responsive.
Additionally, Contractors shall require all subcontracted Contractors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the Contractor's responsibility to familiarize themselves with all rules and regulations governing this program.

Contractor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

15. CLEANUP AND PROTECTIONS.

15.1 Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

15.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Subject to the Section 2.3 above, any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

16. ASSIGNMENT.

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Owner's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.

17. PERMITS, LICENSES AND TAXES.

17.1 Pursuant to Section 218.80, F.S., Owner will pay for all Collier County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work through an internal budget transfer(s). Contractor is not responsible for paying for permits issued by Collier County, but Contractor is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier County agencies when the Contractor is acquiring permits. Owner will not be obligated to pay for any permits obtained by Subcontractors.

17.2 All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor.

17.3 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

18.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore

or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then the termination will be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Section 19 below.

18.6 In the event (i) Owner fails to make any undisputed payment to Contractor within thirty (30) days after such payment is due or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Contractor under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Contractor, then Contractor may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Contractor's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Contractor or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Contractor or any Subcontractor, the Contractor may terminate this Agreement by giving written notice to Owner of Contractor's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Contractor's written notice, Contractor may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Contractor be entitled to payment for Work not performed or any other damages from Owner.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1 Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2 Owner shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

20. COMPLETION.

20.1 When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Contractor shall notify Project Manager in writing that the entire Work (or such designated portion) is substantially complete. Within a reasonable time thereafter, Owner, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner, after conferring with the Design Professional, does

not consider the Work (or designated portion) substantially complete, Project Manager shall notify Contractor in writing giving the reasons therefore. If Owner, after conferring with the Design Professional, considers the Work (or designated portion) substantially complete, Project Manager shall prepare and deliver to Contractor a Certificate of Substantial Completion which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch-list of items to be completed or corrected by Contractor before final payment. Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative punch-list. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

20.2 Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, Project Manager and Design Professional will make such inspection and, if they find the Work acceptable and fully performed under the Contract Documents shall promptly approve payment, recommending that, on the basis of their observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits:

(1) Receipt of Contractor's Final Application for Payment.
(2) The Release and Affidavit in the form attached as Exhibit C.
(3) Consent of surety to final payment.
(4) Receipt of the final payment check list.
(5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations. Unless and until the Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.

21. WARRANTY.

21.1 Contractor shall obtain and assign to Owner all express warranties given to Contractor or any subcontractors by any subcontractor or material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Contractor, at Contractor's

expense. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21.2 No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Contractor's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Contractor to correct the cited deficiencies shall be grounds for the Owner to disqualify the Contractor from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

22. TESTS AND INSPECTIONS.

22.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager.

22.3 Contractor is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Contractor.

22.4 If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation and be replaced at Contractor's sole expense.

22.5 The Owner shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.6 Neither observations nor other actions by the Project Manager or Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23. DEFECTIVE WORK.

23.1 Work not conforming to the requirements of the Contract Documents or any warranties made or assigned by Contractor to Owner shall be deemed defective Work. If required by Project Manager,

Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner harmless for same.

23.2 If the Project Manager considers it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others and such Work is not otherwise required to be inspected or tested, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3 If any portion of the Work is defective, or if Contractor fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Project Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of Project Manager to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating the Project Manager to exercise this right for the benefit of Design Engineer, Contractor, or any other person.

23.4 Should the Owner determine, at its sole opinion, it is in the Owner's best interest to accept defective Work, the Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

23.5 If Contractor fails, within a reasonable time after the written notice from Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. Provided, however, Owner shall not be required to give notice to Contractor in the event of an emergency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs

of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS.

24.1 Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall be subject to Owner's approval and not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by the Contractor and be the Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. Owner shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause. Attached to the Agreement as Exhibit A-1 is a list identifying Contractor's Project Superintendent and all of Contractor's key personnel who are assigned to the Project; such identified personnel shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

24.2 Contractor shall have a competent superintendent on the project at all times whenever contractor's work crews, or work crews of other parties authorized by the Project Manager are engaged in any activity whatsoever associated with the Project. Should the Contractor fail to comply with the above condition, the Project Manager shall, at his discretion, deduct from the Contractor's monthly pay estimate, sufficient moneys to account for the Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages, separate from the liquidated damages described in Section 5.B, for services not rendered.

25. PROTECTION OF WORK.

25.1 Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3 Contractor shall not disturb any benchmark established by the Owner or Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Owner or Design Professional's benchmarks, Contractor shall immediately notify Project Manager and Design Professional. The Owner or Design Professional

shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

26. EMERGENCIES.

26.1 In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Project Manager written notice within forty-eight (48) hours after Contractor knew or should have known of the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES.

27.1 Contractor shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SAFETY.

28.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1 All employees on or about the project site and other persons and/or organizations who may be affected thereby;

28.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3 Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2 Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property.

Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

28.3. Contractor shall designate a responsible representative located on a full time basis at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

28.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Contractor, as well as those of all subcontractors and those of any other person or entity for whom Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

28.5 Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Contractor shall comply with the following:

28.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

28.5.2 All Employees shall be provided an identification badge by Contractor. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees working at the Project site must log in and out with the Contractor each day;

28.5.3 Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

28.5.4 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

28.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

28.5.6 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

28.5.7 When requested, Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

28.5.8 The Employees may not solicit, distribute or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

28.5.9 At all times, Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

29. PROJECT MEETINGS.

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the Project Manager, Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Project Manager with respect to the Project, when directed to do so by Project Manager or Design Professional. The Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Project Manager.

30. VENDOR PERFORMANCE EVALUATION.

Owner has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of $25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

31. MAINTENANCE OF TRAFFIC POLICY.

For all projects that are conducted within a Collier County Right-of-Way, the Contractor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS), where applicable on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through Risk Management and/or Procurement Services Division, and is available on-line at colliergov.net/purchasing.

The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice of Award.

32. SALES TAX SAVINGS AND DIRECT PURCHASE.

32.1 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax. Additionally, as directed by Owner and at no additional cost to Owner, Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth in section 32.2 below:

32.2 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and may wish to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work ("Direct Purchase"). Contractor shall prepare purchase orders to vendors selected by Contractor, for execution by Owner, on forms provided by Owner. Contractor shall allow two weeks for execution of all such purchase orders by Owner. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Adjustments to the Contract Amount will be made by appropriate Change Orders for the amounts of each Owner Direct Purchase, plus the saved sales taxes. A Change Order shall be processed promptly after each Direct Purchase, or group of similar or related Direct Purchases, unless otherwise mutually agreed upon between Owner and Contractor. With respect to all Direct Purchases by Owner, Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all Direct Purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that all Direct Purchases shall be included within and covered by Contractor's warranty to Owner to the same extent as all other warranties provided by Contractor pursuant to the terms of the Contract Documents. In the event Owner makes a demand against Contractor with respect to any Direct Purchase and Contractor wishes to make claim against the manufacturer or supplier of such Direct Purchase, upon request from Contractor Owner shall assign to Contractor any and all warranties and Contract rights Owner may have from any manufacturer or supplier of any such Direct Purchase by Owner.

32.3 Bidder represents and warrants that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes, and for its responsibilities for Federal excise taxes.

33. SUBCONTRACTS.

33.1 Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Project Milestone Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval prior to submitting its first Application for Payment. Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

33.2 A Subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Contractor. Contractor shall be solely responsible for and have control over the Subcontractors. Contractor shall negotiate all Change Orders, Work Directive Changes, Field Orders and Requests for Proposal, with all affected Subcontractors and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of any Change Order from Owner. All Subcontractors performing any portion of the Work on this Project must be "qualified" as defined in Collier County Ordinance 2013-69, meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements with respect to its portion of the Work and has the integrity and reliability to assure good faith performance.

33.3 In addition to those Subcontractors identified in Contractor's bid that were approved by Owner, Contractor also shall identify any other Subcontractors, including their addresses, licensing information and phone numbers, it intends to utilize for the Project prior to entering into any subcontract or purchase order and prior to the Subcontractor commencing any work on the Project.

The list identifying each Subcontractor cannot be modified, changed, or amended without prior written approval from Owner. Any and all Subcontractor work to be self-performed by Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work. Contractor shall continuously update that Subcontractor list, so that it remains current and accurate throughout the entire performance of the Work.

33.4 Contractor shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Contractor shall not be required to contract with anyone it reasonably objects to. Contractor shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Contractor and its Subcontractors shall be in writing and are subject to Owner's approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontract or purchase order from Contractor to Owner at the election of Owner upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner, Collier County Government, will be an additional insured on all liability insurance policies required to be provided by the Subcontractor except workman's compensation and business automobile policies, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

33.5 Each Subcontractor performing work at the Project Site must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in its subcontract or purchase order. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its portion of the Work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The Subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its work.

33.6 Unless otherwise expressly waived by Owner in writing, all subcontracts and purchase orders shall provide:

33.6.1 That the Subcontractor's exclusive remedy for delays in the performance of the subcontract or purchase order caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

33.6.2 In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

33.6.3 The subcontract or purchase order, as applicable, shall require the Subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the contract

price, damages, losses or additional compensation. Further, Contractor shall require all Subcontractors to similarly incorporate the terms of this Section 33.6 into their sub-subcontracts and purchase orders.

33.6.4 Each subcontract and purchase order shall require that any claims by Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

34. CONSTRUCTION SERVICES.

34.1 Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

34.1.1	Subcontracts and Purchase Orders
34.1.2	Subcontractor Licenses
34.1.3	Shop Drawing Submittal/Approval Logs
34.1.4	Equipment Purchase/Delivery Logs
34.1.5	Contract Drawings and Specifications with Addenda
34.1.6	Warranties and Guarantees
34.1.7	Cost Accounting Records
34.1.8	Labor Costs
34.1.9	Material Costs
34.1.10	Equipment Costs
34.1.11	Cost Proposal Request
34.1.12	Payment Request Records
34.1.13	Meeting Minutes
34.1.14	Cost-Estimates
34.1.15	Bulletin Quotations
34.1.16	Lab Test Reports
34.1.17	Insurance Certificates and Bonds
34.1.18	Contract Changes
34.1.19	Permits
34.1.20	Material Purchase Delivery Logs
34.1.21	Technical Standards
34.1.22	Design Handbooks
34.1.23	"As-Built" Marked Prints
34.1.24	Operating & Maintenance Instruction
34.1.25	Daily Progress Reports
34.1.26	Monthly Progress Reports
34.1.27	Correspondence Files
34.1.28	Transmittal Records
34.1.29	Inspection Reports
34.1.30	Punch Lists
34.1.31	PMIS Schedule and Updates
34.1.32	Suspense (Tickler) Files of Outstanding Requirements

The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

34.2 Contractor Presentations

At the discretion of the County, the Contractor may be required to provide a brief update on the Project to the Collier County Board of County Commissioners, "Board", up to two (2) times per contract term. Presentations shall be made in a properly advertised Public Meeting on a schedule to be determined by the County Manager or his designee. Prior to the scheduled presentation date, the Contractor shall meet with appropriate County staff to discuss the presentation requirements and format. Presentations may include, but not be limited to, the following information: Original contract amount, project schedule, project completion date and any changes to the aforementioned since Notice to Proceed was issued.

35. SECURITY.

The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliercountyfl.gov) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of $500 per incident.

CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the Contractor is responsible for all costs.

36. VENUE.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

37. VALUE ENGINEERING.

All projects with an estimated cost of $10 million or more shall be reviewed for consideration of a Value Engineering (VE) study conducted during project development. A "project" shall be defined as the collective contracts, which may include but not be limited to: design, construction, and construction, engineering and inspection (CEI) services. Additionally, any project with an estimated construction value of $2 million or more may be reviewed for VE at the discretion of the County.

38. ABOVEGROUND/UNDERGROUND TANKS.

38.1 The contractor shall ensure compliance with all NFPA regulations: specifically 110 & 30/30A; FDEP chapter 62 regulations: specifically 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLPA, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

38.2 The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

39. STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.

The Contractor shall employ people to work on Owner's projects who are neat, clean, well-groomed and courteous. Subject to the Americans with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The Owner may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Owner's projects is not in the best interest of the County.

40. DISPUTE RESOLUTION.

Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person who would make the presentation of any settlement reached during negotiations to Owner for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person or designee who would make the presentation of any settlement reached at mediation to Owner's Board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS

☒ Attached hereto, following this page

Exhibit I.A: Supplemental Terms and Conditions
Exhibit I.B: Supplemental Federal Contract Provisions and Assurances

☐ Not Applicable

EXHIBIT I.A:

SUPPLEMENTAL TERMS AND CONDITIONS

The parties (Collier County and Contractor) agree to amend the Agreement within no later than ninety (90) days of the effective date to comply with legislative changes to Fla. Stat., §218.735, Timely payment for purchases of construction services, Fla. Stat., § 255.074, Procedures for calculation of payment due dates, Fla. Stat., §255.077, Project closeout and payment of retainage, and Fla. Stat., §255.078, Public construction retainage, (with an effective date of July 1, 2023).

CAO

DEPARTMENT OF FEDERAL AVIATION ADMINISTRATION
CFDA 21.106

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

The services performed by the awarded Contractor shall be in compliance with all applicable Federal Aviation Administration requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

The term "contractor" is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).

1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

1. AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   Timetables

   Goals for minority participation for each trade: 17.9%

   Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Florida, Collier, Marco Island.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The County will provide the Contractor or Consultant written notice that describes the nature of the breach and corrective actions the Contractor or Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Contractor or Consultant must correct the breach. County may proceed with termination of the contract if the Contractor or Consultant fails to correct the breach by deadline indicated in the County's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. BUY AMERICAN PREFERENCE (AND CERTIFICATION)

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, 1 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

4. CIVIL RIGHTS – GENERAL

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual

orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

5. CIVIL RIGHTS - TITLE VI ASSURANCE

Title VI Solicitation Notice

The COUNTY,), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

- take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- · Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***The FAA***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***FAA***) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (***FAA***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***FAA***) pursuant to the provisions of the Airport Improvement Program grant assurances.

a. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

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b. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***FAA***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
c. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***FAA***) will there upon revert to and vest in and become the absolute property of (***FAA***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENT

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

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4. Subcontractors.
The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

9. COPELAND "ANTI-KICKBACK" ACT
Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS
1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise

employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

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6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

(1) Checking the System for Award Management at website: http://www.sam.gov.
(2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
(3) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

12. DISADVANTAGED BUSINESS ENTERPRISE

Solicitation Language (Race/Gender Neutral Means)
The requirements of 49 CFR part 26 apply to this contract. It is the policy of the COUNTY to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. **4.95% of FAA-assisted contracts will be expended with DBE contractors through race neutral means.**

Contract Assurance (§26.13)
The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment Mechanisms (§26.29)
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is substantially (95 percent) completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

Florida Department of Transportation DBE Certification Requirements for FAA Grant Funded Projects

Directory (§26.31)

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The Authority uses the Florida Unified Certification Program (FL UCP) DBE Directory, maintained by the Florida Department of Transportation (FDOT). The Directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. In addition, the Directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The Florida Department of Transportation updates the Directory at least annually, and periodically, as necessary. The Directory is available for review by contacting: Andrew Bennett, Airport Manager, Collier County Airport Authority, 2005 Mainsail Drive, Suite 1, Naples, FL 34114, 239-642-7878. The Directory may be found at http://www.dot.state.fl.us/equalopportunityoffice/

Certification Process (§ 26.61 – 26.73)
The Authority will refer all matters pertaining to certification to the Florida Department of Transportation in accordance with the Florida UCP program. The Florida Department of Transportation will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in USDOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The Florida Department of Transportation will make all certification decisions based on the facts as a whole.

For further information about the certification process or to apply for certification, firms should contact:

Florida Department of Transportation (FDOT)
Equal Opportunity Office
605 Suwannee St. MS 65
Tallahassee, Florida 32399-0450
(850) 414-4747
Equal Opportunity Office
http://www.dot.state.fl.us/equalopportunityoffice/

County Administrative Reconsideration (§26.53(d))
Within ten (10) days of being informed by the Authority that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidders should make this request in writing to the following reconsideration official: **Gene Shue, Operations Support Director, Collier County Airport Authority, 2885 S. Horseshoe Drive, Naples, FL 34104, 239-252-5169.** The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity to meet in person with the Authority's administrative reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The Authority will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the US Department of Transportation.

13. DISTRACTED DRIVING / TEXTING WHEN DRIVING
In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving",

(12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Federal awarding agency prohibits the County to enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

15. DOMESTIC PREFERENCE FOR PROCUREMENTS AND CERTIFCATION

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

16. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

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This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

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c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
d. "Minority" includes:
(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training

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period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the

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Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

17. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor or Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor or Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

The U.S. Department of Labor Wage Rates applicable to the Contract is listed in Wage Rate Decision Number **FL20230201 07/07/2023**, as modified up through ten days prior to the opening of bids.
This Wage Rate Decision appears in its entirety at the end of this Exhibit if applicable.

18. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES / CERTIFICATION
The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The

employer, hereinafter known as "the Contractor," must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20. PROCUREMENT OF RECOVERED MATERIALS
41 CFR § 200.323, 40 CFR part 247, Solid Waste Disposal Act
Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

21. PROHIBITION OF SEGREGATED FACILITIES
(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

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22. RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

23. SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

24. TAX DELINQUENCY AND FELONY CONVICTIONS (form at the end of this document)

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications (See Separate Assurance)

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies

the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

25. TERMINATION OF CONTRACT

1. TERMINATION FOR DEFAULT.

1.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

1.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

1.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

1.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

1.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then the termination will be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Section 19 below.

1.6 In the event (i) Owner fails to make any undisputed payment to Contractor within thirty (30) days after such payment is due or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Contractor under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Contractor, then Contractor may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Contractor's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Contractor or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Contractor or any Subcontractor, the Contractor may terminate this Agreement by giving written notice to Owner of Contractor's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Contractor's written notice, Contractor may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Contractor be entitled to payment for Work not performed or any other damages from Owner.

2. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

2.1 Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

2.2 Owner shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

3. TERMINATION FOR DEFAULT.

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3.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

3.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

3.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

3.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

3.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then the termination will be deemed a termination for convenience and Contractor's remedies against Owner shall be e same as and limited to those afforded Contractor under Section 19 below.

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3.6 In the event (i) Owner fails to make any undisputed payment to Contractor within thirty (30) days after such payment is due or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Contractor under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Contractor, then Contractor may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Contractor's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Contractor or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Contractor or any Subcontractor, the Contractor may terminate this Agreement by giving written notice to Owner of Contractor's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Contractor's written notice, Contractor may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Contractor be entitled to payment for Work not performed or any other damages from Owner.

4. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

4.1 Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

4.2 Owner shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

26. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

27. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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STATE PROVISIONS

RECORDS RETENTION AND ACCESS

Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

The contractor agrees to comply with 20.055(5) F.S. and incorporate in all its subcontractors the obligations to comply with 20.055(5) F.S to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List**. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors**. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying**. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

UNAUTHORIZED ALIENS

FDOT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

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E-VERIFY

Contractors shall: I. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and II. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's EVerify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

INDEMNIFICATION

To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.

AGENCY NOT AN AGENT OF DEPARTMENT

The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

CONSULTANT/CONTRACTOR

The Florida Department of Transportation has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

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DOL WAGE RATE DECISION

☒ **APPLICABLE**

See following pages for this document.

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"General Decision Number: FL20230201 07/07/2023

Superseded General Decision Number: FL20220201

State: Florida

Construction Type: Building

County: Collier County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	07/07/2023

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 30.12	13.11

ELEC0349-008 09/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring)	$ 32.05	11.56

ELEV0074-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 47.51	37.335+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b.Paid Holidays: New Year's Day; Memorial Day; Independence

Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton Capacity and Over	$ 33.05	9.20
All Cranes Over 15 Ton Capacity	$ 32.05	9.20
OPERATOR: Forklift	$ 23.25	9.20
OPERATOR: Mechanic	$ 32.05	9.20
OPERATOR: Oiler	$ 23.50	9.20

IRON0397-007 07/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 32.60	16.97

IRON0402-001 10/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.50	14.66

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* SFFL0821-004 07/02/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 32.03	22.15

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* SUFL2014-009 08/16/2016

	Rates	Fringes
CARPENTER	$ 18.00	0.64
CEMENT MASON/CONCRETE FINISHER	$ 14.85 **	0.60
IRONWORKER, REINFORCING	$ 26.37	12.65
LABORER: Common or General,		

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Including Cement Mason Tending	$ 12.25 **	1.03
LABORER: Pipelayer	$ 14.00 **	1.40
OPERATOR: Backhoe/Excavator/Trackhoe	$ 22.07	8.80
OPERATOR: Bulldozer	$ 15.40 **	1.90
OPERATOR: Grader/Blade	$ 18.97	0.00
OPERATOR: Loader	$ 14.00 **	1.40
OPERATOR: Roller	$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray	$ 14.72 **	2.13
PIPEFITTER	$ 21.36	7.93
PLUMBER	$ 18.01	2.88
ROOFER	$ 19.00	1.17
SHEET METAL WORKER, Includes HVAC Duct Installation	$ 19.10	3.27
TILE SETTER	$ 18.01	0.00
TRUCK DRIVER: Dump Truck	$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck	$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

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solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

FEDERAL CERTIFICATIONS AND ASSURANCES

See following pages for documents.

The following items must be submitted with the bid package.

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
2. Disadvantaged Business Enterprise (DBE) Utilization
3. Bidders List
4. Certification of Buy American Certification for Equipment / Building Projects
5. Collier County Conflict of Interest Certification
6. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
7. Certification Regarding Lobbying
8. Acknowledgement of Grant Terms and Conditions

COLLIER COUNTY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Erika Bodenstein
Name

Vice President
Title

DEC Contracting Group, Inc.
Firm

Bulk Aircraft Hangar at Marco Island Executive Airport
Project Name

23-8120
Project Number

46-4934701
Tax ID Number

ZHBNT8Y81VK7
Sam.gov Unique Entity Identifier (UEI) Number

1560 Matthew Drive, Ste. B, Ft. Myers, FL 33907
Street Address, City, State, Zip

E. Bodenstein
Signature

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the Vendor/Prime Contractor to either provide a revised statement or provide source documentation that validates a status. Contractor means an entity that receives a contract.

A. VENDOR/PRIME CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
DEC Contracting Group, Inc.	46-4934701	

IS THE PRIME A FLORIDA CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE (DBE/MBE/WBE)? OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? OR A SERVICE DISABLED VETERAN?

VETERAN?	Y	N
DBE?	Y	N
MBE?	Y	N
WBE?	Y	N
SDB 8A?	Y	N

IS THE ACTIVITY OF THIS CONTRACT,

CONSTRUCTION ?	Y	N
CONSULTATION?	Y	N
OTHER?	Y	N

IS THIS SUBMISSION A REVISION? Y N IF YES, REVISION NUMBER

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE, MBE, WBE VET, SMB&A	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
DBE	Breezy Cool	HVAC	BA	$153,150	5%
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Erika Bodenstein	5/23/2023	Vice President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
erika@deccontracting.com	239-332-4322	239-332-0180

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other; not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (ITB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

CAO

COLLIER COUNTY
Bidders Opportunity List

Prime Contractor/Consultant	DEC Contracting Group, Inc.
Address / Phone Number	1560 Matthew Dr., Ste. B, Ft. Myers, FL 33907 (239) 332-4322
Procurement Number	23-8120

Disadvantaged businesses and minority vendors, as defined in the Federal Code of Federal Regulations or Florida State Statutes must have the opportunity to participate on contracts with federal and/or state grant assistance.

FIRM INFORMATION		FIRM TYPE	ANNUAL GROSS RECEIPTS
FEDERAL TAX ID #		DBE (Disadvantaged)	LESS THAN $1 MIILION
FIRM NAME	Breezy Cool Air Conditiong	MBE (Minority)	BETWEEN $1 - $5 MIILION
PHONE	561-306-6199	WBE (Women)	BETWEEN $5 - $10 MIILION
STREET ADDRESS	9482 Campi Dr	NON-DBE	BETWEEN $10 - $15 MIILION
CITY, STATE, ZIP	Lake Worth, 334267		MORE THAN $15 MIILION
YEAR FIRM EST.	2008		

FIRM INFORMATION		FIRM TYPE	ANNUAL GROSS RECEIPTS
FEDERAL TAX ID #		DBE (Disadvantaged)	LESS THAN $1 MIILION
FIRM NAME		MBE (Minority)	BETWEEN $1 - $5 MIILION
PHONE		WBE (Women)	BETWEEN $5 - $10 MIILION
STREET ADDRESS		NON-DBE	BETWEEN $10 - $15 MIILION
CITY, STATE, ZIP			MORE THAN $15 MIILION
YEAR FIRM EST.			

FIRM INFORMATION		FIRM TYPE	ANNUAL GROSS RECEIPTS
FEDERAL TAX ID #		DBE (Disadvantaged)	LESS THAN $1 MIILION
FIRM NAME		MBE (Minority)	BETWEEN $1 - $5 MIILION
PHONE		WBE (Women)	BETWEEN $5 - $10 MIILION
STREET ADDRESS		NON-DBE	BETWEEN $10 - $15 MIILION
CITY, STATE, ZIP			MORE THAN $15 MIILION
YEAR FIRM EST.			

FIRM INFORMATION		FIRM TYPE	ANNUAL GROSS RECEIPTS
FEDERAL TAX ID #		DBE (Disadvantaged)	LESS THAN $1 MIILION
FIRM NAME		MBE (Minority)	BETWEEN $1 - $5 MIILION
PHONE		WBE (Women)	BETWEEN $5 - $10 MIILION
STREET ADDRESS		NON-DBE	BETWEEN $10 - $15 MIILION
CITY, STATE, ZIP			MORE THAN $15 MIILION
YEAR FIRM EST.			

FIRM INFORMATION		FIRM TYPE	ANNUAL GROSS RECEIPTS
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STREET ADDRESS		NON-DBE	BETWEEN $10 - $15 MIILION
CITY, STATE, ZIP			MORE THAN $15 MIILION
YEAR FIRM EST.			

FIRM INFORMATION		FIRM TYPE	ANNUAL GROSS RECEIPTS
FEDERAL TAX ID #		DBE (Disadvantaged)	LESS THAN $1 MIILION
FIRM NAME		MBE (Minority)	BETWEEN $1 - $5 MIILION
PHONE		WBE (Women)	BETWEEN $5 - $10 MIILION
STREET ADDRESS		NON-DBE	BETWEEN $10 - $15 MIILION
CITY, STATE, ZIP			MORE THAN $15 MIILION
YEAR FIRM EST.			

CAO

COLLIER COUNTY
Federal Aviation Administration (FAA)
Certification of Buy American Certification for Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. **Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".**

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

OR

☑ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

CAO

Required Documentation
Certification of Buy American Certification for Equipment/Building Projects

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

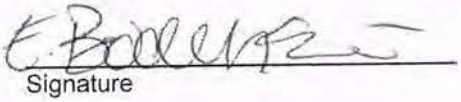
a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

May 23, 2023
Date


Signature

DEC Contracting Group, Inc.
Company Name

Vice President
Title

CAO

COLLIER COUNTY
Conflict of Interest

23-8120
Collier County Solicitation No.

I, Erika Bodenstein, hereby certify that to the best of my knowledge, neither I nor my spouse, dependent child, general partner, or any organization for which I am serving as an officer, director, trustee, general partner or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment has a financial interest in this matter.

I further certify to the best of my knowledge that this matter will not affect the financial interests of any member of my household. Also, to the best of my knowledge, no member of my household; no relative with whom I have a close relationship; no one with whom my spouse, parent or dependent child has or seeks employment; and no organization with which I am seeking a business relationship nor which I now serve actively or have served within the last year are parties or represent a party to the matter.

I also acknowledge my responsibility to disclose the acquisition of any financial or personal interest as described above that would be affected by the matter, and to disclose any interest I, or anyone noted above, has in any person or organization that does become involved in, or is affected at a later date by, the conduct of this matter.

Erika Bodenstein — E. Bodenstein
Name — **Signature**

Vice President — May 23, 2023
Position — **Date**

Privacy Act Statement
Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 and 5 CFR Part 2634, Subpart I require the reporting of this information. The primary use of the information on this form is for review by officials of The Justice Department to determine compliance with applicable federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a federal, state or local law enforcement agency if the Justice Department becomes aware of a violation or potential violation of law or regulations; (2) to a court or party in a court or federal administrative proceeding if the government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; and (6) in response to a request for discovery or for the appearance of a witness in a judicial or administrative proceeding, if the information is relevant to the subject matter. This confidential certification will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branch-wide Privacy Act system of records.

CAO

COLLIER COUNTY
Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

The Contractor must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (X) is not a corporation that was

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Erika Bodenstein — Vice President
Name — Title

DEC Contracting Group, Inc.
Firm

E. Bodenstein
Signature

CAO

COLLIER COUNTY
Federal (and State) Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, DEC Contracting Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

In addition, the Contractor understands and agrees that the provisions of 11.062, Florida Statutes., apply to this certification and disclosure, if any.

E. Bodenstein
Signature of Contractor's Authorized Official

Erika Bodenstein, Vice President
Name of Authorized Official and Title

May 23, 2023
Date

CAO

COLLIER COUNTY
Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification
On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name DEC Contracting Group, Inc. Date May 23, 2023

Authorized Signature

Address 1560 Matthew Drive, Ste. B, Ft. Myers, FL 33907

Solicitation/Contract # 23-8120

CAO

DocuSign Envelope ID: 9035E8C6-D86A-4575-B5A8-094EB7B2560E

FIRST AMENDMENT TO CONSTRUCTION AGREEMENT FOR INVITATION TO BID NO. 23-8120

THIS FIRST AMENDMENT TO CONSTRUCTION AGREEMENT is entered into by and between Collier County Board of County Commissioner (hereby referred to as "Owner/County") and DEC Contracting Group, Inc. (hereby referred to as "Contractor) authorized to do business in the State of Florida, to perform all work ("Work") in connection with Construction Invitation to Bid No. 23-8120, Bulk Aircraft Hangar at Marco Island Executive Airport ("MKY"), ("Project").

WITNESSETH

WHEREAS, the COUNTY issued Construction Invitation to Bid (ITB) 23-8120 for the purpose of securing a responsive and responsible bidder to provide the construction services; and

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB, was identified as the apparent low bidder, and was recommended for and awarded a Construction Agreement (the "Agreement") for the ITB by the COUNTY; and

WHEREAS, the Florida enacted several statutory changes that became effective July 1, 2023, which among other things, modified: (1) how payments for construction services are processed, (2) mandated certain requirements regarding the use of final punch lists relating to such construction projects, (3) procedures for addressing payment disputes, and other similar concerns that promote the prompt payment and final completion of public construction projects before the Parties could adequately memorialize those required changes within the contract documents but agreed to subsequently amend the Agreement to include those required statutory provisions; and

WHEREAS, the Parties have discussed and agreed upon revisions to the Agreement so that the terms and conditions now comply with State law.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the parties agree to modify the Contract as follows:

1. Schedule A reflects Words ~~Struck Through~~ are deleted: Words <u>Underlined</u> are added.
2. Exhibits D through G have been renumbered.
3. Exhibit E-2 Work Directive, Exhibit F-2 Certificate of Final Completion, Exhibit F-3 Punch List, and Exhibit G-2 Warranty are hereby incorporated into the Agreement.
4. Exhibit B-3 Insurance Requirements, and Exhibit E Change Order, are hereby replaced in its entirety with the attached template forms.
5. All other terms and conditions of the Agreement, as previously amended, shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by an authorized person or agent on the last date signed below.

CAO

CONTRACTOR:
DEC Contracting Group, Inc.

DocuSigned by:
By: ERIKA BODENSTEIN
E71843A52767433...
Signature

ERIKA BODENSTEIN Vice President
↑Type/print signature and title↑

3/15/2024
Date

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

DocuSigned by:
By: Sandra Srnka
3ECCC8279B554F5...
Sandra Srnka
Director of Procurement Services Division

3/15/2024
Date

Approved as to Form and Legality:

DocuSigned by:
Scott Teach
A6D6597943DC414...
Scott R. Teach, Deputy County Attorney

Scott Teach
Print Name

ERT
CAO

DocuSign Envelope ID: 9035E8C6-D86A-4575-B5A8-094EB7B2560E

Schedule A

***

Section 5. Contract Time and Liquidated Damages.

A. Time of Performance.

Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Contractor shall achieve Substantial Completion within **8- (8-Days in Numbers)** calendar days from the Commencement Date (herein "Contract Time"). The date of Substantial Completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended, as more particularly defined herein at Section 16, Defined Terms. Contractor shall achieve Final Completion within **9 (9-Days in numbers)** calendar days after the date ~~of Substantial Completion.~~the Punch List is delivered to the Contractor. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Department Administrator or Division Director, as applicable, acting directly or through duly authorized representatives.

B. Liquidated Damages in General.

Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if Contractor fails to achieve Substantial Completion within the time specified above, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Contractor fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **10- Amount of Dollars Described in Words (Dollars in Numbers)** for each calendar day thereafter until Substantial Completion is achieved. Further, in the event Substantial Completion is reached, but the Contractor fails to reach Final Completion within the required time period, Owner shall also be entitled to assess, and Contractor shall be liable for all actual damages incurred by Owner as a result of Contractor failing to timely achieve Final Completion. The Project shall be deemed to be substantially completed on the date the Project Manager (or at his/her direction, the Design Professional) issues a Certificate of Substantial Completion pursuant to the terms hereof, and as more particularly defined herein at Section 16, Defined Terms. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to Substantially or Finally Complete the Work within the required time periods.

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D. Determination of Number of Days of Default

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For all contracts, ~~regardless of whether the Contract Time is stipulated in calendar days or working days,~~ the Owner will count default days in calendar days.

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F. Completion of Work by Owner.

In the event Contractor defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another contractor or its own forces, the Contractor and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work, as more particularly defined herein at Section 16, Defined Terms. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

***

Section 6. Exhibits Incorporated.

Exhibits Incorporated: The following documents are expressly agreed upon, attached hereto, and made a part of this Agreement for Solicitation **#11-Insert ITB # and Name**.

Exhibit A-1:	Contractor's Bid Schedule
Exhibit A-2:	Contractor's Bid Submittal Forms and Addendums
Exhibit A-3:	Contractor's List of Key Personnel Assigned to the Project
Exhibit B-1:	Payment Bond Form ☐ Not Applicable
Exhibit B-2:	Performance Bond Form ☐ Not Applicable
Exhibit B-3:	Insurance Requirements
Exhibit C:	Release and Affidavit Form
Exhibit D-1:	Contractor Application for Payment Form
Exhibit D-2:	Schedule of Values
Exhibit D-3:	Stored Materials Record
Exhibit D-4:	Cash Flow Projection (not applicable to this Amendment)
Exhibit E-1:	Change Order Form
Exhibit E-2	Work Directive Form
Exhibit F-1:	Certificate of Substantial Completion Form
Exhibit F-2:	Certificate of Final Completion
Exhibit F-3:	Punch List Form
Exhibit G-1:	Final Payment Checklist
Exhibit G-2:	Warranty
Exhibit H:	General Terms and Conditions
Exhibit I:	Supplemental Terms and Conditions ☐ Applicable ☐ Not Applicable

***

Section 16. Construction.

(i) Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall

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be construed against the benefited party) shall not be applied to the construction of this Agreement.

(ii) Defined Terms: The following Defined Terms used in the Agreement shall be understood to be defined as expressly set forth below. Other terms referenced in the Agreement shall be understood as they may separately be defined herein or if not so defined shall be understood consistent with their natural and ordinary meaning.

(a) "Application for Payment" shall mean the form provided by the Owner that is to be used by the Contractor in requesting a progress or fFinal pPayment and which is to include such supporting documentation as is required by the Contract Documents.

(b) "Construction Project" shall mean a Project, funded by Owner funds that involves the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any real property owned or under the control of the Owner, which Work is being performed under a Construction Contract.

(c) "Construction Services" shall mean all labor and materials to be provided by Contractor in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. Construction Services also means Work.

(d) "Contract" or "Contract Documents" shall refer to those documents described in Section 1, subsection A of the Agreement.

(e) "Defective" shall mean an adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

(f) "Department" shall mean the Department or Division initiating and managing the Project on behalf of the Owner.

(g) "Director" shall mean the Director or Administrator of the Department or Division initiating and managing the Project on behalf of the Owner.

(h) "Final Acceptance" shall mean acceptance of the Work by the Owner as evidenced by the signature of the Project Manager or Design Professional upon the Certificate of Final Completion form, Exhibit F-2. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List form, Exhibit F-3.

(i) "Professional" or "Design Professional" shall mean the professional architectural/engineering firm designated to perform the design, Construction Engineering and Inspection ("CEI") services, by an existing agreement, or resident in-house Owner engineering services for the Work. At times, Owner staff may perform the design for the Work in-house and shall be considered the Professional in relation to the Work or a particular portion of the Work.

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(j) "Project" shall mean the total construction, of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

(k) "Project Manager" shall mean an individual employed by the Owner and assigned to manage and administer the Project which is the subject of the Contract Documents.

(l) "Proper Invoice" shall mean an invoice that conforms with all statutory requirements and all requirements specified in the Contract Documents.

(m) "Punch List" shall mean the approved list of incomplete and/or deficient Work that shall be completed by the Contractor after Substantial Completion but before the Final Acceptance can be certified by the Project Manager. The Punch List enumerates the items required to render complete, satisfactory and acceptable all Work by the Contractor. The Punch List is developed by the Contractor, Owner and Professional (if any) in accordance with the provisions of the Contract and within the time frames required therein. The Punch List essentially includes items of a minor nature; major items must be completed before Substantial Completion and cannot be considered to be Punch List work.

(n) "Schedule of Values" shall mean a schedule showing all activities of the Work subdivided into component parts in sufficient detail to serve as the basis for measuring quantities in place and/or calculating amounts for progress payments during construction. The Schedule of Values shall be satisfactory in form and substance to the Project Manager.

(o) "Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Punch List. Substantial Completion includes, but is not limited to, the following occurring: (1) the Work can be safely utilized for the purposes for which it was intended; (2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, (3) all operational testing has successfully occurred; (4) all required training has successfully occurred; (5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by the Contractor and accepted by the Owner, and permit acceptance by permitting agencies, if applicable, Exhibit F-1.

(p) "Work" shall mean the Work to be performed under this Agreement shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Specifications, schedules, Drawings, and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the Professional from time to time during construction in explanation of said Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good

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faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.

(q) "Written Directive" shall mean a written directive, as required by in Exhibit H, Section 10.1, in the form that appears in Exhibit E-2 that is issued to a Contractor from Owner in instances where the parties cannot agree on price and/or costs associated with work arising from differing, unforeseen or emergency site conditions and the work in question is part of the "critical path" of the contract schedule. A written directive should ultimately be followed up with an agreed upon Change Order. A verbal Work Directive may only be issued in extraordinary emergencies when necessary to protect and promote the public interest, which shall be followed up with a written Work Directive within five (5) business days.

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EXHIBIT H: GENERAL TERMS AND CONDITIONS

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3. SCHEDULE.

3.1 The Contractor, within ten (10) calendar days after ~~receipt~~ the Board's award of the ~~Notice of Award~~ Agreement, shall prepare and submit to Project Manager, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents~~,~~ and shall utilize the Critical Path method of scheduling and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

4. PROGRESS PAYMENTS.

4.1 Prior to submitting its first monthly Application for Payment, Contractor shall submit to Project Manager, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Project Manager, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative and attached to the Agreement as Exhibit D.

4.2 Prior to submitting its first monthly Application for Payment, Contractor shall provide to the Project Manager the list of its Subcontractors and materialmen submitted with its Bid showing the work and materials involved and the dollar amount of each subcontract and purchase order. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval. Contractor acknowledges and agrees that any modifications to the list of Subcontractors submitted with Contractor's Bid and any subsequently identified Subcontractors are subject to Owner's prior written approval. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Contractor may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that

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Contractor has furnished Owner certified copies of the receipts evidencing the premium paid by Contractor for the bonds.

Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values. The Contractor shall not submit an unbalanced schedule of values which provides for overpayment to the Contractor on activities that would be performed first. The schedule of values shall be revised and resubmitted until acceptable to the Project Manager. Once the schedule has been accepted by the Project Manager, the Owner reserves the right (at its option) throughout the Contract to require that the Contractor honor a particular price contained in the schedule of values, if the activity pertaining to it is being deleted or modified. Upon approval of the schedule of values by the Project Manager, it shall be incorporated into the form of Application for Payment attached to the Agreement as Exhibit D and shall be used as the basis for the Contractor's monthly Applications for Payment. The schedule shall be updated and submitted each month along with a completed copy of the Application for Payment form signed by the Contractor's authorized representative.

4.3 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location, ~~and such payment and storage have been~~ agreed to by the Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each Application for Payment, Contractor also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record form attached hereto and made a part hereof as Exhibit D-3.

4.4 Contractor shall submit its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner (which designee may include the Design Professional). ~~After~~Within twenty (20) business days after the date of each Application for Payment is stamped as received, and within the timeframes set forth in Section 218.735 F.S., the Project Manager, or Design Professional, shall either: (1) Indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons ~~therefore~~therefor; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices ~~in the amounts approved~~ shall be processed ~~and paid~~ in accordance with Section 218.735, F.S. and the ~~administrative procedures established by the County's~~Owner's ~~Procurement Services Division and the Clerk of Court's Finance Department, respectively~~ terms of the Contract Documents.

4.5 In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Contractor the amounts so approved.

4.6 Owner shall withhold retainage on the gross amount of each monthly progress in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage

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below the maximum amount set forth in Section 255.078, Florida Statutes shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until ~~final~~ Final ~~payment~~ Payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

4.7 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.

4.8 Each Application for Payment, subsequent to the first pay application, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Contractor's receipt of payment in full for all materials, labor, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Contractor shall also submit a Release and Affidavit from each Subcontractor, sub-subcontractor, or supplier in the form attached as Exhibit C acknowledging that each Subcontractor, sub-subcontractor, or supplier has been paid in full through the previous month's Application for Payment. The Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for Project Manager's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by Owner to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

4.10 Notwithstanding anything in the Contract Documents to the contrary, Contractor acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Contractor shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Contractor all amounts that Owner does not dispute are due and payable.

4.11 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

4.12 The ~~County~~Owner may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The ~~County~~Owner may not accept any additional surcharges (credit card transaction fees) as a result of using the ~~County's~~Owner's credit card for transactions relating to the agreement.

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6. FINAL PAYMENT.

6.1 Owner shall make ~~final~~ Final ~~payment~~ Payment to Contractor in accordance with Section 218.735, F.S. and the ~~administrative procedures established by the County's Procurement Services Division and the Clerk of Court's Finance Department~~ terms of the Contract Documents after the Work is finally inspected and accepted by Project Manager as

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set forth with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to ~~final~~ Final ~~payment~~Payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to ~~final~~ Final ~~payment~~ Payment and such other documentation that may be required by the Contract Documents and the Owner. Prior to release of ~~final~~ Final ~~payment~~ Payment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Acceptance and Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

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7. SUBMITTALS AND SUBSTITUTIONS.

7.1 Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Contractor to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within thirty (30) calendar days after Notice ~~of Award~~to Proceed is received by Contractor, unless otherwise mutually agreed in writing by Owner and Contractor.

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10. CHANGES IN THE WORK.

10.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner in the form of a Work Directive, Exhibit E-2, and Owner shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Contractor for such items and (ii) an admission by Contractor that such items are in fact not a change but rather are part of the Work required of Contractor hereunder.

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20. COMPLETION.

Substantial Completion and Development of the Punch List.

20.1 Substantial Completion is as defined in the Defined Terms section of this Agreement. When the ~~entire Work (or any portion thereof designated~~ Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request the Contractor must:

a) Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports test logs, operational manuals, etc.) have been provided by Contractor and accepted by Owner.

b) Prepare a Contractor-generated punch list (i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, for submission with the request for inspection and issuance of a certificate of Substantial Completion), which shall include and list separately the estimated cost to complete each remaining unfinished item included on the list with an explanation as to the basis for those costs, substantiated by the Schedule of Values, subject to the Owner's final review and approval as stated below.

c) Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, if any, and other Owner personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for ~~its intended use, Contractor shall~~ Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify ~~Project Manager in writing that the entire Work (or such designated portion) is substantially complete. Within~~ the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

1. The Project Manager will, within a reasonable time ~~thereafter, Owner, Contractor~~ and ~~Design Professional shall make an~~schedule, conduct inspection(s) of the Work ~~(or designated portion thereof) to determine~~with the Professional (if any), other Owner personnel as required, and the Contractor for the purpose of formally reviewing the status of completion. ~~If Owner, after conferring with the Design Professional,~~ of the Work, the readiness of the Project for use and the Contractor-generated punch list. A copy of the Contractor-generated pPunch lList will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other Owner representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on

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a final document (Exhibit F-3 Punch List Form) The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated below.

2. If upon completion of the inspection(s) the Owner does not consider the ~~Work (or designated portion) substantially complete,~~Project Substantially Complete, the Project Manager ~~shall~~will notify the Contractor in writing giving ~~the~~ reasons ~~therefore.~~ why the Project is not Substantially Complete.

3. If, upon completion of the inspection(s), the Owner~~, after conferring with the Design Professional,~~ considers the ~~Work (or designated portion) substantially complete,~~Project Substantially Complete, the Project Manager shall prepare ~~and deliver to Contractor a Certificate of Substantial Completion which shall~~ a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the Owner upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. The Certificate shall fix the date of Substantial Completion.

4. Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance, and operations are in place.

20.2 Time Frames for Issuance of the Punch List

(a) The Owner shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated pPunch lList prior to the Substantial Completion inspection.

(b) For construction estimated to cost less than ten million dollars ($10,000,000.00), the Punch List must be finalized within thirty (30) Days after the Substantial Completion date.

(c) For construction projects estimated to cost more than ten million dollars ($10,000,000.00), the Punch List must be finalized and issued within forty-five (45) Days after the Substantial Completion date.

(d) For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of the Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars ($10,000,000.00) or within forty-five (45) Days if it is estimated to cost more than ten million dollars ($10,000,000.00).

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(e) If the development of the Punch List takes the full amount of time designated ~~portion thereof) and include a tentative punch list~~ based upon the above dollar amount thresholds, the delivery of the Punch List of items ~~to be completed or corrected by Contractor before final payment.~~ shall be delivered by the Owner no later than five (5) days thereafter. Within twenty (20) days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List

(f) The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

~~(a)~~(g) Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the ~~tentative punch list.~~ Punch List. The Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment.

20.3 ~~Upon receipt~~Completion of Punch List Work and Release of Remaining Contract Balance

(a) Upon completion of the Punch List Work, the Contractor shall certify in writing to the Project Manager ~~and Design Professional will make such inspection and, if they find the Work acceptable and fully performed under the Contract Documents shall promptly approve payment, recommending that, on the basis of their observations and inspections, and the Contractor's certification that the~~that all Punch List Work has been completed in accordance with the ~~terms and conditions of the Contract Documents, that~~ Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the ~~entire balance found to be due~~ Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is ~~due and payable. Neither~~warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the Owner's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and the Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is complete or not.

(b) If, upon completion of the inspection(s) the Owner does not consider the Punch List Work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List Work is not complete.

(c) Upon completion of all items on the Punch List, the Contractor may submit a Payment Request for the remaining amount withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue

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to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance of retainage may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by Owner (Exhibit F-2 Certificate of Final Completion).

(d) All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation of the Contractor.

(e) Warranty Items may not affect the ~~final Final payment Payment NOR THE~~of retainage pursuant to Section 218.735(7)(f), Florida Statutes.

(f) If the Owner fails to comply with its responsibilities to assist in developing the Punch List within the time frame applicable to the Project (as described above), the Contractor may submit a request for all remaining retainage withheld by the Owner. The Owner need not pay or process any payment request for retainage if Contractor has, in whole or part, failed to cooperate with the Owner in development of the Punch List or failed to perform its contractual responsibilities with regard to development of the Punch List. Additionally, the Owner does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Owner or Contractor.

20.4 Final Completion

(a) Upon written notice from the Contractor that the Project is complete, the Project Manager shall ~~become due~~schedule a final inspection with the Contractor, the Design Professional, and ~~payable until Contractor submits~~any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.

(b) Final Completion of the Work shall be achieved by the Contractor when all the Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specifications section.

(c) After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion Exhibit F-2 for the Work.

20.5 Application for Final Payment

After the Certificate of Final Completion, Exhibit F-2 for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. As an explicit condition precedent to the accrual of Contractor's right to fFinal pPayment, Contractor shall have furnished Owner with a properly

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executed and notarized copy of the Release and Affidavit form attached as Exhibit C, as well as a duly executed copy of the Surety's consent to fFinal pPayment and such other documentation that may be required by the Contract Documents, including but not limited to:

(1) Receipt of Contractor's Final Application for Payment.
(2) The Release and Affidavit in the form attached as Exhibit C.
(3) Consent of surety to ~~final~~ Final ~~payment~~Payment.
(4) Receipt of the ~~final payment check~~Final Payment Check list, Exhibit G-1.
(5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Prior to release of fFinal pPayment and final retainage, the Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G-1.

20.6 Approval of Final Payment

(a) If, on the basis of the Project Manager's observations and review of Work during Construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing that the entire remaining balance is found to be due and payable to the Contractor and approve payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for fFinal pPayment, in which case the Contractor will make the necessary corrections and resubmit the Application. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued its recommendations. ~~Unless and until the Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.~~

(b) Contractor's acceptance of Final Payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Contractor as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or fFinal pPayment, the issuance of a Certificate of Substantial Completion, any payment by the Owner to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the Owner, the issuance of a Final Completion, any act of acceptance by the Owner,

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any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

***

31. MAINTENANCE OF TRAFFIC POLICY.

For all projects that are conducted within a Collier County Right-of-Way, the Contractor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS), where applicable on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through Risk Management and/or Procurement Services Division and is available on-line at colliergov.net/purchasing.

The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice to Proceed.

***

40. DISPUTE RESOLUTION.

A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payment matters and payment disputes upon submission of pay applications, which shall be addressed and resolved in accordance with Collier County Ordinance No. 2016-19, and governed by the time to commence and conclude payment dispute proceedings set forth in Section 218.76(2)(a), Fla. Stat.

B. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person who would make the presentation of any settlement reached during negotiations to Owner for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by Owner's staff person or designee who would make the presentation of any settlement reached at mediation to Owner's Board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Section 44.102, Fla. Stat.

Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

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EXHIBIT B-3: INSURANCE REQUIREMENTS

The Contractor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth herein. The Contractor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work. The County and the Contractor waive against each other and the County's separate Contractors, Design Consultant, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Contractor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. Collier County shall be responsible for purchasing and maintaining its own liability insurance. Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County", or the specific solicitation number/contract number and title. The General Liability Policy provided by Contractor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Contractor under this solicitation and shall contain a severability of interests provisions. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

The amounts and types of insurance coverage shall conform to the minimum requirements set forth herein with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Contractor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Contractor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Contractor's sole responsibility. Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer. The Contractor and/or its insurance carrier shall provide thirty (30) days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor. The Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Contractor hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Contractor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Contractor for such coverage(s) purchased. If Contractor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Contractor under this Agreement or any other agreement between the County and Contractor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Contractor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Contractor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

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INSURANCE AND BONDING REQUIREMENTS

Insurance / Bond Type	Required Limits
1. ☐ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/
2. ☐ Employer's Liability	$_____ single limit per occurrence
3. ☐ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage $_____single limit per occurrence, $2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. ☐ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. ☐ Automobile Liability	$_____ Each Occurrence; Bodily Injury & Property Damage. Owned/Non-owned/Hired; Automobile Included
6. ☐ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Aircraft Liability coverage shall be carried in limits of not less than $5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. $ _____ Per Occurrence ☐ Pollution $ _____ Per Occurrence ☐ Professional Liability $ _____ Per claim & in the aggregate ☐ Project Professional Liability $_____ Per Occurrence ☐ Valuable Papers Insurance $_____ Per Occurrence ☐ Cyber Liability $_____ Per Occurrence ☐ Technology Errors & Omissions $_____ Per Occurrence
7. ☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

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8. ☐ Performance and Payment Bonds

For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

9. ☐ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

10. ☒ Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.

11. ☒ The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

12. ☒ **On all certificates, the Certificate Holder must read:** Collier County Board of County Commissioners, 3295 Tamiami Trail East, Naples, FL 34112

13. ☒ **Thirty (30) Days Cancellation Notice** required.

14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

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EXHIBIT D-1
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage @10% through [Insert Date]	$	Retainage @ 10% through [Insert date]	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

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Exhibit D-2
Schedule of Values

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE*	SINCE DATE								

* The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happended since the change in retainage.

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Exhibit D-3
Stored Materials Record

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

DATE	DESCRIPTION	SUPPLIER	INVOICE NUMBER	PREVIOUSLY RECORDED (A)	RECEIVED THIS PERIOD (B)	PREVIOUSLY INSTALLED (C)	INSTALLED THIS PERIOD (D)	BALANCE TO INSTALL (E)

Balance to Install (E) is calculated by: Previously Recorded (A) + Received this Period (B) - Previously Installed (C) - Installed this Period (D).

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Exhibit E-1

Collier County

Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Select One: ☐ Contract Modification (Construction or Project Specific) ☐ Work Order Modification

Project Manager Name: Division Name:

Original Contract/Work Order Amount			Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount			Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount			SAP Contract Expiration Date (MASTER)
Dollar Amount of this Change		0.00%	Total % Change from Original Amount
Revised Contract/Work Order Total	$0.00	0.00%	% Change form Current BCC Approved Amount
Total Cumulative Changes	$0.00	0.00%	% Change from Current Amount

Notice to Proceed Date | Original NTP # of Days | Original Final Completion Date | Last Final Approved Date

# of Days Added | Revised Final Date (includes this change) | Current Substantial Completion Date (if applicable)

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☐ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) Detail of change/s to be made through this Change Order.

2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.

3.) Explain why this change was not included in the original contract/Work Order.

4.) Describe the impact if this change is not processed.

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Collier County

Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Change Order/Amendment Summary
(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	

☐ Check here if additional summary page/s are attached to this Change Order

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Collier County

Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: _____ Date: _____
Signature-Division Project Manager

_____
Printed Name

Accepted by: _____ Date: _____
Signature- Design/Engineer Professional (if applicable)

_____
Printed Name/Title/Company Name

Accepted by: _____ Date: _____
Signature- Contractor/Consultant/Vendor

_____
Printed Name/Title/ Company Name

Approved by: _____ Date: _____
Signature-Division Manager or Designee *(Optional)*

_____
Printed Name

Approved by: _____ Date: _____
Signature-Division Director or Designee *(Optional)*

_____
Printed Name

Approved by: _____ Date: _____
Signature-Division Administrator or Designee *(Optional)*

_____
Printed Name

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Collier County

Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ____ CHO Request # ____

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ Administrative ☐ Administrative-BCC Report ☐ BCC Stand-Alone ES (BCC Approval Required)

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

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Collier County

Procurement Services Change Order Form

Contract#	CO#	PO#	Project #:
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ____ CHO Request # ☐

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director *(OPTIONAL)*

APPROVAL TYPE:

☐ Administrative ☐ Administrative-BCC Report ☐ BCC Stand-Alone ES (BCC Approval Required)

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

CAO

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EXHIBIT E-2
WORK DIRECTIVE CHANGE

PROJECT NAME: **CHANGE #**

DATE OF ISSUANCE: **EFFECTIVE DATE:**

OWNER: Collier County Board of Commissioners **PROJECT#:**

CONTRACTOR: **ENGINEER:**

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments:

If a claim is made that the above change(s) have affected Contract amount or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract amount:
- ☐ Unit Prices
- ☐ Lump Sum
- ☐ Other

A not-to-exceed itemized estimated increase (decrease) in Contract amount:
$

Method of determining change in Contract Times:
- ☐ CONTRACTOR's records
- ☐ Engineer's record
- ☐ Other

Estimated change in Contract Time:

Increase or decrease by calendar days.

RECOMMENDED:

By:

Engineer/Design Professional

AUTHORIZED:

By:

Owner's Representative

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EXHIBIT F-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

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A punch list of items to be completed or corrected is attached hereto, as F-3. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the final punch list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion and Contractor shall provide Owner with written notice that all punch list items have been completed.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20_____.

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__ and will submit within five calendar days, an approved pay application to bccapclerk@collierclerk.com. The pay application will include regular schedule of value scope work to be billed and all work to be billed for all change orders.

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____.

Signature of Owner Type Name and Title

CAO

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EXHIBIT F-2

CERTIFICATE OF FINAL SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Final completion applies to all Work under the Contract documents. The warranty in Exhibit G-2 is attached to and made a part of this Certificate.

To _____
OWNER

And
To _____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

_____
DATE OF FINAL COMPLETION

CAO

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Intentionally left blank

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Final Substantial on this _____, 20__.

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Final Substantial on this _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

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EXHIBIT F-3 PUNCH LIST FORM

Item No.	Description	Value	Completion Date	Dated Approved by Owner
Subtotal x 105%				

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EXHIBIT G-1: FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ PO No._____ Date: _____
Contractor: _____

The following items have been secured by the _____for the Project known as _____and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Date of Substantial Completion: _____
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
☐	☐	1.	All Punch List items completed on _____
☐	☐	2.	Warranties and Guarantees assigned to Owner (attach to this form).
☐	☐	3.	Effective date of General one year warranty from Contractor is: _____
☐	☐	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
☐	☐	5.	As-Built drawings obtained and dated: _____
☐	☐	6.	Owner personnel trained on system and equipment operation.
☐		7.	Certificate of Occupancy No.: _____ issued on _____ (attach to this form).
☐	☐	8.	Certificate of Substantial Completion issued on _____
☐	☐	9.	Final Payment Application and Affidavits received from Contractor on: _____
☐	☐	10.	Consent of Surety received on _____
☐	☐	11.	Operating Department personnel notified Project is in operating phase.
☐	☐	12.	All Spare Parts or Special Tools provided to Owner: _____
☐	☐	13.	Finished Floor Elevation Certificate provided to Owner: _____
☐	☐	14.	Other: _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

Executed by Design Professional on _____, 20_____.

_____ _____
Signature of Design Professional Type Name and Title

Executed by Contractor on _____, 20_____.

_____ _____
Signature of Contractor Type Name and Title

Executed by Owner on _____, 20_____.

_____ _____
Signature of Owner Type Name and Title

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EXHIBIT G-2

WARRANTY

In consideration of ten dollars, ($10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

_____

Date of Final Completion:

_____

Name and Address of CONTRACTOR:

_____

_____

_____

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF FINAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes*, Chapter 95, *et seq.*

CONTRACTOR:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name Printed and Title	Name Printed

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SECOND AMENDMENT TO
CONSTRUCTION AGREEMENT FOR INVITATION TO BID NO. 23-8120

THIS SECOND AMENDMENT TO CONSTRUCTION AGREEMENT is entered into by and between Collier County Board of County Commissioner (hereby referred to as "Owner/County") and DEC Contracting Group, Inc. (hereby referred to as "Contractor) authorized to do business in the State of Florida, to perform all work ("Work") in connection with Construction Invitation to Bid No. 23-8120, Bulk Aircraft Hangar at Marco Island Executive Airport ("MKY"), ("Project").

WITNESSETH

WHEREAS, the COUNTY issued Construction Invitation to Bid (ITB) 23-8120 for the purpose of securing a responsive and responsible bidder to provide the construction services; and

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB, was identified as the apparent low bidder, and was recommended for and awarded a Construction Agreement (the "Agreement") for the ITB by the COUNTY; and

WHEREAS, the Parties entered into Amendment No. 1, due to Florida statutory changes that became effective July 1, 2023, modifying: (1) how payments for construction services are processed, (2) incorporating certain mandated requirements regarding the use of final punch lists relating to such construction projects, (3) procedures for addressing payment disputes, and other similar concerns that promote the prompt payment and final completion of public construction projects, which changes the Parties were unable to memorialize in the original contract documents but mutually agreed to subsequently amend the Agreement to include those required statutory provisions; and

WHEREAS, the Parties agree to further amend the Agreement to reinstate the original contract days and liquidated damages amount, and correct certain other typographic errors that were mistakenly overlooked or presented in Amendment No. 1.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the Parties agree to modify the Agreement as follows:

1. Schedule A, as previously amended by Amendment No.1, is further revised as to that portion of: (a) Section 5. Contract Time and Liquidated Damages to correctly reference the original Substantial and Final Completion date requirements and agreed upon measure of liquidated damages provided for in the Agreement that were mistakenly omitted in Amendment No. 1, (b) Section 16 Construction, and (c) Exhibit H: General Terms and Conditions, Sections 4. Progress Payments and 20. Completion, to provide further clarification, the changes of which follows below (Words ~~Struck Through~~ are deleted; Words <u>Underscored are added</u>.

2. Exhibits C through G-2 are replaced in their entirety to correct typographic errors and are hereby incorporated into the Agreement.

CAO

3. All other terms and conditions of the Agreement, as previously amended, shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment by an authorized person or agent on the date and year first written above.

CONTRACTOR:
DEC Contracting Group, Inc.

DocuSigned by:
By: Erika Bodestein
E71843A52767433...
Signature

Erika Bodestein Vice President
↑Type/print signature and title↑

4/17/2024
Date

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

DocuSigned by:
By: Sandra Srnka
5ECCC8279B554F5...
Sandra Srnka
Director of Procurement Services Division

4/17/2024
Date

Approved as to Form and Legality:

DocuSigned by:
Scott Teach
A6D6597043DC414...
Scott R. Teach, Deputy County Attorney

Scott Teach
Print Name

CAO

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

Schedule A

***

Section 5. Contract Time and Liquidated Damages.

A. Time of Performance.

Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. Contractor shall achieve Substantial Completion within ~~8 (8-Days in Numbers)~~ **three hundred and thirty-six (336)** calendar days from the Commencement Date (herein "Contract Time"). The date of Substantial Completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended, as more particularly defined herein at Section 16, Defined Terms. Contractor shall achieve Final Completion within ~~9 (9-Days in numbers)~~ **thirty (30)** calendar days after the date of Substantial Completion. The Punch List is delivered to the Contractor. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Department Administrator or Division Director, as applicable, acting directly or through duly authorized representatives.

B. Liquidated Damages in General.

Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if Contractor fails to achieve Substantial Completion within the time specified above, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Contractor fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, ~~10-Amount of Dollars Described in Words (Dollars in Numbers)~~ **Two Thousand Five Hundred Seventy-Nine Dollars ($2,579.00)** for each calendar day thereafter until Substantial Completion is achieved. Further, in the event Substantial Completion is reached, but the Contractor fails to reach Final Completion within the required time period, Owner shall also be entitled to assess, and Contractor shall be liable for all actual damages incurred by Owner as a result of Contractor failing to timely achieve Final Completion. The Project shall be deemed to be substantially completed on the date the Project Manager (or at his/her direction, the Design Professional) issues a

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Certificate of Substantial Completion pursuant to the terms hereof, and as more particularly defined herein at Section 16, Defined Terms. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to Substantially or Finally Complete the Work within the required time periods.

***

Section 16. Construction.

***

(q) "Written Directive" shall mean a written directive and also referred to as work directive, as required by in Exhibit H, Section 10.1, in the form that appears in Exhibit E-2 that is issued to a Contractor from Owner in instances where the parties cannot agree on price and/or costs associated with work arising from differing, unforeseen or emergency site conditions and the work in question is part of the "critical path" of the contract schedule. A written directive should ultimately be followed up with an agreed upon Change Order. A verbal Work Directive may only be issued in extraordinary emergencies when necessary to protect and promote the public interest, which shall be followed up with a written Work Directive within five (5) business days.

***

EXHIBIT H: GENERAL TERMS AND CONDITIONS

***

4. PROGRESS PAYMENTS.

4.7 Owner shall withhold retainage on the gross amount of each monthly progress payment in the amount of five percent (5%), as permitted by Section 255.078, Florida Statutes. The foregoing does not prohibit Owner from withholding retainage at a rate less than five percent (5%) of each monthly progress payment as otherwise allowable under Section 255.078, Florida Statutes. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes shall be at the sole discretion of the Owner. Such retainage shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Owner in accordance with Florida Statute 255.078. Any interest earned on retainage shall accrue to the benefit of the Owner.

***

Section 20. COMPLETION.

Substantial Completion and Development of the Punch List

20.1 Substantial Completion is as defined in the Defined Terms section of this Agreement. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing

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to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request the Contractor must:

***

1. The Project Manager will, within a reasonable time, ~~and~~ schedule~~,~~ and conduct inspection(s) of the Work with the Professional (if any), other Owner personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated Punch List. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other Owner representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final document (Exhibit F-3 Punch List Form). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item is included or not. The Punch List shall be finalized and issued to the Contractor by the Owner within the time frames indicated below.

***

20.2 Time Frames for Issuance of the Punch List

***

(e) If the development of the Punch List takes the full amount of time designated (or a portion thereof) and include a tentative punch-list based upon the above dollar amount thresholds, the delivery of the Punch List of items to be completed or corrected by Contractor before final payment. shall be delivered by the Owner no later than five (5) business days thereafter. Within twenty (20) business days after the delivery of the Punch List to the Contractor, the Owner must pay the Contractor the remaining contract balance owed that includes all retainage previously withheld by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List. At the same time the Owner delivers the Punch List Contractor shall submit a payment application requesting that Owner pay the Contractor the remaining contract balance owed including all retainage previously held by Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the Punch List.

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Templates Forms Exhibit C through Exhibit G-2
Following this Page

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EXHIBIT C: RELEASE AND AFFIDAVIT FORM

COUNTY OF (_____)
STATE OF (_____)

Before me, the undersigned authority, personally appeared _____who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ to be received, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Collier County, Florida, relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 20____ for the period from _____ to _____. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon Owner's payment to Contractor.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

_____
Contractor's Signature

_____
Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 20___ by _____, as _____ of _____ a _____corporation, on behalf of the corporation. He/She is personally known to me OR has produced _____ identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature of Notary)

_____
(Legibly Printed)

Notary Public, State of _____
Commission No.: _____

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EXHIBIT D-1
FORM OF CONTRACT APPLICATION FOR PAYMENT

Collier County Board of County Commissioners (the OWNER) or Collier County Water-Sewer			
Owner's Project Manager's Name:		Bid No. Project No.	
County's Division Name		Purchase Order No.	
Submitted by Contractor Representative: Name		Application Date:	
Contractor's Name & Address:		Payment Application No.	

Original Contract Time:		Original Contract Price:	$
Revised Contract Time:		Total Change Orders to Date:	$
		Revised Contract Amount:	$
		Total Value of Work Completed & Stored to Date:	$
Retainage 5% through [Insert Date]	$	Retainage @ 5% through [Insert date]	$
Retainage @ _____% after [Insert date] _____	$	Less Retainage	$
		Total Earned Less Retainage	$
		Less previous payment(s)	
Percent Work Completed to Date:	%	AMOUNT DUE THIS APPLICATION:	$
Percent Contract Time Completed to Date:	%		
Liquidated Damages to Be Accrued	$	Remaining Contract Balance	$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION
CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) CONTRACTOR has only included amounts in this Application for Payment properly due and owing and CONTRACTOR has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

Contractor's Name			
Contractor's Signature:		Date:	
Type Title:		*Shall be signed by an authorized representative of the Contractor.*	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

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Exhibit D-2
Schedule of Values

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

ITEM NUMBER	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	5% RETAINAGE	% RETAINAGE (reduced rate)	TOTAL RETAINAGE WITHHELD
			PREVIOUS APPLICATIONS		THIS PERIOD							
			THRU DATE*	SINCE DATE								

* The Thru Date is where you will place all information until the contract is complete unless a release or reduction of retainage issue comes into play. If this happens, all information up to the date of the % change in retainage is placed in the Thru Date column. Information after that date is placed in the Since Date column. This states what has happended since the change in retainage.

[2024_ver.1]

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Exhibit D-3
Stored Materials Record

PROJECT NAME: _____

PROJECT NUMBER: _____
DATE: _____
PERIOD TO: _____

DATE	DESCRIPTION	SUPPLIER	INVOICE NUMBER	PREVIOUSLY RECORDED (A)	RECEIVED THIS PERIOD (B)	PREVIOUSLY INSTALLED (C)	INSTALLED THIS PERIOD (D)	BALANCE TO INSTALL (E)

Balance to Install (E) is calculated by: Previously Recorded (A) + Received this Period (B) - Previously Installed (C) - Installed this Period (D).

[2024_ver.1]

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EXHIBIT D-4 CASH FLOW PROJECTION

Project Name:			Project #:		
Scheduled Value Date*:		Item #	Description & Quantities	Allowance $	Grand Totals
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
	Total				

*Projected Date for construction/installation of designated Item #.

[2024_ver.1]

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Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Select One: ☐ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: **Division Name:**

Original Contract/Work Order Amount			**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount			**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount			**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change		0.00%	**Total % Change from Original Amount**
Revised Contract/Work Order Total	$0.00	0.00%	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	$0.00	0.00%	**% Change from Current Amount**

Notice to Proceed Date **Original NTP # of Days** **Original Final Completion Date** **Last Final Approved Date**

# of Days Added **Revised Final Date** (includes this change) **Current Substantial Completion Date** (if applicable)

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☐ **Add Time;** ☐ **Add funds;** ☐ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) Detail of change/s to be made through this Change Order.

2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.

3.) Explain why this change was not included in the original contract/Work Order.

4.) Describe the impact if this change is not processed.

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Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Change Order/Amendment Summary

(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	

☐ Check here if additional summary page/s are attached to this Change Order

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Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: _____ Date: _____
Signature-**Division Project Manager**

_____
Printed Name

Accepted by: _____ Date: _____
Signature- **Design/Engineer Professional** (if applicable)

_____
Printed Name/Title/Company Name

Accepted by: _____ Date: _____
Signature- **Contractor/Consultant/Vendor**

_____
Printed Name/Title/ Company Name

Approved by: _____ Date: _____
Signature-**Division Manager or Designee *(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Director or Designee *(Optional)***

_____
Printed Name

Approved by: _____ Date: _____
Signature-**Division Administrator or Designee *(Optional)***

_____
Printed Name

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

Collier County

Procurement Services Change Order Form

Contract#	**CO#**	**PO#**	**Project #:**
Project Name:			
Contractor/Consultant Name:			

FOR PROCURMENT USE ONLY

FY ____ CHO Request # ☐

Approved by: _____
Signature-Procurement Professional Signature/Date

Approved by: _____
Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ☐ **Administrative-BCC Report** ☐ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

EXHIBIT E-2
WORK DIRECTIVE CHANGE

PROJECT NAME: **CHANGE #**

DATE OF ISSUANCE: **EFFECTIVE DATE:**

OWNER: Collier County Board of Commissioners **PROJECT#:**

CONTRACTOR: **ENGINEER:**

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments:

If a claim is made that the above change(s) have affected Contract amount or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract amount:

- ☐ Unit Prices
- ☐ Lump Sum
- ☐ Other

A not-to-exceed itemized estimated increase (decrease) in Contract amount:
$

Method of determining change in Contract Times:

- ☐ CONTRACTOR's records
- ☐ Engineer's record
- ☐ Other

Estimated change in Contract Time:

Increase or decrease by calendar days.

RECOMMENDED:

By:

Engineer/Design Professional

AUTHORIZED:

By:

Owner's Representative

CAO

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EXHIBIT F-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
OWNER

And
To _____

Substantial Completion is the state in the progress of the Work when the Work (or designated portion) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the requirements of the Contract Documents on:

_____
DATE OF SUBSTANTIAL COMPLETION

CAO

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the final punch list shall be completed or corrected by CONTRACTOR within _____days of the above date of Substantial Completion and Contractor shall provide Owner with written notice that all punch list items have been completed.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

_____ The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__ and will submit within five calendar days, an approved pay application to bccapclerk@collierclerk.com. The pay application will include regular schedule of value scope work to be billed and all work to be billed for all change orders.

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Substantial Completion on _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

CAO

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

EXHIBIT F-2

CERTIFICATE OF FINAL COMPLETION

OWNER'S Project No. _____ Design Professional Project No. _____

PROJECT:

_____

CONTRACTOR _____

Contract For _____
Contract Date _____

This Certificate of Final completion applies to all Work under the Contract documents. The warranty in Exhibit G-2 is attached to and made a part of this Certificate.

To _____
OWNER

And
To _____

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be finally complete in accordance with the contract documents on:

_____
DATE OF FINAL COMPLETION

CAO

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

Intentionally left blank

Executed by Design Professional on _____, 20_____.

_____ _____

Signature of Design Professional Type Name and Title

CONTRACTOR accepts this Certificate of Final Substantial on this _____, 20__ .

_____ _____

Signature of Contractor Type Name and Title

OWNER accepts this Certificate of Final Substantial on this _____, 20_____.

_____ _____

Signature of Owner Type Name and Title

CAO

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

EXHIBIT F-3 PUNCH LIST FORM

Item No.	Description	Value	Completion Date	Dated Approved by Owner
Subtotal x 150%				

CAO

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

EXHIBIT G-1: FINAL PAYMENT CHECKLIST

Bid No.: _____ Project No.: _____ PO No._____ Date: _____
Contractor: _____

The following items have been secured by the _____for the Project known as _____and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: _____ Final Contract Amount: _____
Commencement Date: _____

Substantial Completion Time as set forth in the Agreement: _____ Calendar Days.
Actual Date of Substantial Completion: _____
Final Completion Time as set forth in the Agreement: _____Calendar Days.
Actual Final Completion Date: _____.

YES	NO		
☐	☐	1.	All Punch List items completed on _____
☐	☐	2.	Warranties and Guarantees assigned to Owner (attach to this form).
☐	☐	3.	Effective date of General one year warranty from Contractor is: _____
☐	☐	4.	2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
☐	☐	5.	As-Built drawings obtained and dated: _____
☐	☐	6.	Owner personnel trained on system and equipment operation.
☐		7.	Certificate of Occupancy No.: _____
☐	☐		issued on _____ (attach to this form).
		8.	Certificate of Substantial Completion issued on _____
☐	☐	9.	Final Payment Application and Affidavits received from Contractor on: _____
☐	☐	10.	Consent of Surety received on _____
☐	☐	11.	Operating Department personnel notified Project is in operating phase.
☐	☐	12.	All Spare Parts or Special Tools provided to Owner: _____
☐	☐	13.	Finished Floor Elevation Certificate provided to Owner: _____
☐	☐	14.	Other: _____

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.
Acknowledgments:

Executed by Design Professional on _____, 20_____.

_____ _____
Signature of Design Professional Type Name and Title

Executed by Contractor on _____, 20_____.

_____ _____
Signature of Contractor Type Name and Title

Executed by Owner on _____, 20_____.

_____ _____
Signature of Owner Type Name and Title

CAO

DocuSign Envelope ID: F499C005-24FF-43EA-AD50-D50D3DAB5565

EXHIBIT G-2

WARRANTY

In consideration of ten dollars, ($10.00), receipt of which is hereby acknowledged, the undersigned CONTRACTOR does hereby provide, warrant and guarantee all work done and executed under the contract either directly performed by the CONTRACTOR or at the express request of the CONTRACTOR by a SUBCONTRACTOR or CONSULTANT.

Project Name:

_____

Date of Substantial Completion:

_____

Name and Address of CONTRACTOR:

_____

_____

_____

CONTRACTOR warrants and guarantees the work performed pursuant to the contract shall be free of all defects of materials and workmanship for a period of one year from the DATE OF SUBSTANTIAL COMPLETION.

The undersigned party further agrees that it will, at its own expense, replace and/or repair all defective work and materials and all other work damaged by any defective work upon written demand by the COUNTY. It is further understood that further consideration for this warranty and guaranty is the consideration given for the requirement pursuant to the general conditions and specifications under which the contract was let that such warranty and guaranty would be given.

This warranty and guaranty is in addition to any other warranties or guaranties for the work performed under the contract and does not constitute a waiver of any rights provided pursuant to *Florida Statutes,* Chapter 95, *et seq.*

CONTRACTOR:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name Printed and Title	Name Printed

CAO

Collier County

Procurement Services Change Order Form

Contract# 23-8120 **CO#** 1 **PO#** 4500229417 **Project #:** 33822

Project Name: Bulk Aircraft Hangar at Marco Island Executive Airport

Contractor/Consultant Name: DEC Contracting Group, Inc.

Select One: ☑ **Contract Modification (Construction or Project Specific)** ☐ **Work Order Modification**

Project Manager Name: Brad Beadles **Division Name:** OPM / Airport Authority

Original Contract/Work Order Amount	$3,063,009.41	10/10/2023 Item #16G1	**Original BCC Approval Date; Agenda Item #**
Current BCC Approved Amount	$3,063,009.41	10/10/2023 Item #16G1	**Last BCC Approval Date; Agenda Item #**
Current Contract/Work Order Amount	$3,063,009.41	07/18/2025	**SAP Contract Expiration Date (MASTER)**
Dollar Amount of this Change	$0.00	0.00%	**Total % Change from Original Amount**
Revised Contract/Work Order Total	$3,063,009.41	0.00%	**% Change from Current BCC Approved Amount**
Total Cumulative Changes	$0.00	0.00%	**% Change from Current Amount**

Notice to Proceed Date 1/29/2024 **Original NTP # of Days** 366 **Original Final Completion Date** 1/29/2025 **Last Final Approved Date** 7/18/2025

# of Days Added 8 **Revised Final Date** (includes this change) 7/28/2025 **Current Substantial Completion Date** (if applicable) 6/18/2025

Provide responses after each question in box below (Responses should be **brief and specific**). Attach additional information and/or documentation from the Design Professional and/or Contractor, if needed, with your submission of this Change Order and complete summary on next page. **Check all that apply to this Change Order request:** ☑ **Add Time;** ☐ **Add funds;** ☑ **Use of Allowance;** ☐ **Modify/Delete existing Task(s);** ☐ **Add new Task(s);** ☐ **Reallocate funds;** ☐ **Other** (must be explained in detail below)

1.) Detail of change/s to be made through this Change Order.

This Change Order #1 is to allow the contractor to invoice for repeating construction work on the Bulk Aircraft Hangar at Marco Island Executive Airport that was completed and inspected prior to the onset of Hurricane Milton on October 10th, 2024, and was damaged due to the storm surge flooding on the construction site. This Change Order does not increase the contract amount, but it does add eight days to the construction contract. The $9,582.30 cost of the Change Order will come from the $165,000 owner's allowance.

2.) If this Change Order is currently under a Stop Work, please identify the date issued and number of days remaining or "N/A" if not applicable.

The project was not under a stop work order. Minimum work was taking place due to the oncoming Hurricane Milton.

3.) Explain why this change was not included in the original contract/Work Order.

The nature of this change order is Hurricane Milton damage. This is not a design flaw, an engineering error, or a contractor mistake. DEC made reasonable precautions to protect the work prior to the storm, but the efforts could not repel the amount of flooding from the storm surge. Since all of the work was in the original bid documents, it is relatively simple to ensure that the pricing is reasonable to repeat the work.

4.) Describe the impact if this change is not processed.

Without this Change Order to project comes to a complete stop without anyway to proceed. This work must be accomplished to the bid specifications. Without this change order, the foundations, footings, and floor slab cannot be poured.

CAO

Collier County

Procurement Services Change Order Form

Contract# 23-8120 **CO#** 1 **PO#** 4500229417 **Project #:** 33822

Project Name: Bulk Aircraft Hangar at Marco Island Executive Airport

Contractor/Consultant Name: DEC Contracting Group, Inc.

Change Order/Amendment Summary

(If additional spaces needed, attached a separate Summary page to this amendment request)

CO#	AMD#	Description	COST		TIME		Justification
			Additive (+)	Deductive (-)	Days Added	Total New Time	
1		Repeating construction work on the Bulk Aircraft Hangar at Marco Island Executive Airport that was completed and inspected prior to the onset of Hurricane Milton on October 10th, 2024, and was damaged due to the storm surge flooding on the construction site. The cost of $9,5 82.30 will come from the Owner's Allowance and is already part of the contractor's contract price.			8		The nature of this change order is Hurricane Milton damage. This is not a design flaw, an engineering error, or a contractor mistake. DEC made reasonable precautions to protect the work prior to the storm, but it could not repel the amount of flooding from the storm surge. Since all of the work was in the original bid documents, it is relatively simple to ensure that the pricing is reasonable to repeat the work.

☐ Check here if additional summary page/s are attached to this Change Order

CAO

Collier County

Procurement Services Change Order Form

Contract# 23-8120	**CO#** 1	**PO#** 4500229417	**Project #:** 33822

Project Name: Bulk Aircraft Hangar at Marco Island Executive Airport

Contractor/Consultant Name: DEC Contracting Group, Inc.

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Contractor/Consultant/Design Professional signature below must be from an authorized person/officer/director of the Company or listed as the qualified licensed Professional "Project Coordinator" or Design/Engineer Professional under the agreement. Signature authority of person signing will be verified through the contract OR through the Florida Department of State, Division of Corporations (Sunbiz) website (https://dos.myflorida.com/sunbiz/search/). If the person signing is not listed, we will require signature authority by one of the listed officers/directors of the company giving that person signature authority.

Prepared by: BeadlesBrad — Digitally signed by BeadlesBrad Date: 2024.11.13 08:47:00 -05'00' — Date: 11/13/2024

Signature-**Division Project Manager**

Printed Name

Accepted by: Ryan Younker — Digitally signed by Ryan Younker Date: 2024.11.13 09:06:36-05'00' — Date: 11/13/2024

Signature- **Design/Engineer Professional** (if applicable)

Ryan Younker - Aviation Engineer, AtkinsRealis

Printed Name/Title/Company Name

Accepted by: Erika Bodenstein — Digitally signed by Erika Bodenstein Date: 2024.11.13 19:56:08 -05'00' — Date: 11/13/2024

Signature- **Contractor/Consultant/Vendor**

Erika Bodenstein Vice PResident DEC Contracting Group, Inc.

Printed Name/Title/ Company Name

Approved by: GarrettBryant — Digitally signed by GarrettBryant Date: 2024.11.14 06:52:31 -05'00' — Date:

Signature-**Division Manager or Designee** ***(Optional)***

Printed Name

Approved by: HuttonDarren — Digitally signed by HuttonDarren Date: 2024.11.14 08:11:01 -05'00' — Date:

Signature-**Division Director or Designee** ***(Optional)***

Printed Name

Approved by: ScottTrinity — Digitally signed by ScottTrinity Date: 2024.11.26 12:08:30 -05'00' — Date:

Signature-**Division Administrator or Designee** ***(Optional)***

Printed Name

Collier County

Procurement Services Change Order Form

Contract# 23-8120	**CO#** 1	**PO#** 4500229417	**Project #:** 33822

Project Name: Bulk Aircraft Hangar at Marco Island Executive Airport

Contractor/Consultant Name: DEC Contracting Group, Inc.

FOR PROCURMENT USE ONLY

FY 25 **CHO Request #** 528

Approved by: ZimmermanBecca Digitally signed by ZimmermanBecca Date: 2024.12.03 15:45:04 -05'00'

Signature-Procurement Professional Signature/Date

Approved by: _____

Signature-Procurement Manager/Director ***(OPTIONAL)***

APPROVAL TYPE:

☐ **Administrative** ■ **Administrative-BCC Report** ☐ **BCC Stand-Alone ES (BCC Approval Required)**

BCC APPROVAL

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: _____

Dated: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____

_____, Chairman

Date: _____

Agenda # _____

Approved as to Form and Legality:

_____
Deputy County Attorney

_____
Print Name

CAO

From: Erika Bodenstein <Erika@deccontracting.com>
Sent: Tuesday, October 29, 2024 9:21 AM
To: Bryant Garrett <Bryant.Garrett@colliercountyfl.gov>
Cc: Darren Hutton <Darren.Hutton@colliercountyfl.gov>; Brad Beadles <Brad.Beadles@colliercountyfl.gov>; Younker, Ryan <Ryan.Younker@atkinsrealis.com>
Subject: RE: RLS for Change Order #1 of the DEC Construction contract - MKY New Bulk Hangar

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Hi Bryant:
Please see below:
We had figured 128 man hours in the re-prepping with an additional 2 rolls of 15 mil vapor barrier and related concrete accessories, including tape, additional bricks / mesh-ups to reinstall the wire mesh over the vapor barrier ($450 per roll including accessories, sales tax, fuel surcharge, delivery fees).

Happy Trails!
Erika Bodenstein
Vice President
Please Check out our New Website- www.deccontracting.com

DEC
CONTRACTING GROUP, INC.
Dedicated to Excellence in Construction

1560 Matthew Drive, Suite B
Fort Myers, FL 33907
O-239-332-4322 Ex. 105
F-239-332-0180
C- 239-834-2664

CAO

DEC CONTRACTING GROUP, INC.

Dedicated to Excellence in Construction

October 23, 2024

Request for Change Order

Project: Bulk Aircraft Hangar
RCO No. 001 Rev. 1

Description: Weather Claim

To: Brad Beadles
Marco Island Executive Airport

Items:	Description	Amount
1	Southern Shore Weather Claim	$7,326.00
2	Respray for Termite	$1,800.00

Markups:	Rate	
1	5%	$456.30

Totals:	
Items	$9,126.00
Markup	$456.30
	$9,582.30

Supporting Documents:

RCO # 1 Backup Documents

Note: Work will be completed, and the Geo Technical Engineer will complete new Geotechnical Testing before the Concrete Pour

DEC is also requesting Eight (8) additional Days for Inclement Weather. Dates 2.05.2024, 9.26.2024, 9.27.2024 (Hurricane Helene), 10.07.2024, 10.08.2024-10.11.2024 (Hurricane Milton).

Respectfully,
Erika Bodenstein
Vice President

1560 Matthew Drive, Suite B, Fort Myers, Florida 33907
(239) 332-4322 – Office · (239) 332-0180 – Fax
info@deccontracting.com
CGC1526430

CAO

SOUTHERN SHORE
CONSTRUCTION INC

CHANGE ORDER REQUEST

Date: 10/10/2024 COR #: 1 REV: **1**

To: DEC Contracting Group, Inc.

Project Name: Marco Island Airport

Project #: 24016

Description: Hurricane Repair

Reference(s): FWA

Cost Breakdown			Price
3500	Mono Footers / Slab on Grade		$6,660.00
	Labor - Drain Water, Reprep monolithic footings and slab, Regrade slab and reinstall vapor barrier	$5,760.00	
	Material - Additional rolls of vapor barrier to repair, and concrete accessories	$900.00	

SCHEDULE IMPACT:

Subtotal		$6,660.00
Mark-up / Overhead	10.000%	$666.00
Bond	5.000%	$0.00
Insurance	3.000%	$0.00
TOTAL COR AMOUNT		$7,326.00

DEC Contracting Group, Inc. Date

Southern Shore Construction Inc. Date

This Form (PRT COR w/breakdown Detail) was produced with CMIS™ Software © 1992-2024 Eclectus Inc.

CAO

Pest Control of Naples
101 Hemlock Cove Court
Mooresville, NC 28117
239-352-0946

Quote

Christofer Freeman
2005 Mainsail Drive
Naples, FL 34114

Service Address
Christofer Freeman
2005 Mainsail Drive
Naples, FL 34114

Christopher Freeman
(504) 782-2614 Mobile

Account # 1003
Invoice #
Invoice Date 10/13/2024

Invoice Total $1,800.00

ITEM	DESCRIPTION	COST	QTY	PRICE
SOIL PRETREAT w/RIG				
SOIL PRETREAT w/RIG	SOIL PRETREAT w/RIG Pest Control of Naples will spot treat soil for subterranean termites for pre-construction projects. (REFER TO PRICE LIST)	$1,800.00	1	$1,800.00

Terms
Payment is due on receipt.

Notes
Thank you for your business.

Subtotal	**$1,800.00**
Total	**$1,800.00**
Amount Paid	$0.00
Amount Due	**$1,800.00**
Past Balance	$0.00
Balance Due	**$1,800.00**

Troy Swanson JE346763

MATERIAL / EPA #
1. BiThor SC .25% 83923-2
2. Optigard Ant gel .010% 100-1260
3. Roach Bait Vendetta + IGR .05% 1021-2593
4. Alpine WSG .2% 499-561
5. RodentThor Bait .005% 82744-1-81824
6. BoraThor Granuals 5% 81824-12
7. ProThor SC 2 .05% 83923-4
8. MaxxThor .06% 83923-6
9. Tim-bor DOT 5% 64405-8
10. Maxforce Complete 1.% 432-1255
11. Maxforce Gel .05% 432-1460
12. Essentria IC3 eco 17% exempt
13. Rodent Attract For Trapping
14. Gentrol IGR 2724-351
17. Termidor SC .06% 7969-210
18. Cy-Kick Aerosol .1% 499-303
19. Wasp Freeze Aerosol .25% 499-362
20. MaxxThor .06% 83923-6
21. Alpine Dust .05% 499-527
22. Delta Dust .05% 432-772
23. Termidor Foam .005% 499-563
24. Trelona ATBS .5% (Termite Bait Stations) 499-557
25. Maxxthor .12% 83923-6

METHOD
1. BG / BP Liquid Application
2. Rodent Station
3. Bait Applicator
4. Spot Treat / Targeted
5. Aerosol
6. Spreader
7. Dust Application
8. Rodent Trap
9. Inspection
10. Rig Spayer
11. Granular
12. Pressurized Applicator
13. Foam Applicator
14. Placement
15. Termite Bait Station(s)

LOCATIONS
1. Exterior Perimeter
2. Interior Crack & Crevasse
3. Kitchen
4. Bathroom(s)
5. Garage Interior
6. Shed(s)
7. Office Interior
8. Dinning Area (Commercial)
9. Kitchen equipment - under (Commercial)
10. Bar (Commercial)
11. Utility or Storage (Commercial)
12. Cabinets
13. Wall Voids
14. Attic Space
15. Crawl Space
16. Warehouse
17. Lawn
18. Ornamentals
19. Wall Tubes Exterior
20. Lanai
21. Laundry Room
22. Closet
23. Living Room
24. Family Room
25. Bedroom(s)
26. Void(s) Exit / Entry
27. Dining Room
28. Hallway(s)
29. Slider(s) / Door(s)

TARGET
1. General Pest
2. Ant Specific GP
3. Drywood Termite
4. Fire Ants
5. German Roaches
6. Sub Termite
7. Rodent
8. Wasps
9. Small Flies
10. Drain Flies
11. Cain Toad
12. Spiders
13. Mosquitos
14. Crickets
15. Bees
16. WDO Fungus
17. L&O Pests
18. Occasional Invader GP
19. Pavement Ants
20. Big Headed Ants

UNIT
1. gal.
2. oz.
3. grams
4. floz.
5. Blocks
6. Liters
7. lb/lbs
8. Stations
9. Pack(s)
10. Tubes
11. Boards
12. Can(s)
13. Bait Cartridges Tablet (124 grams)
14. Strips
15. Bellow/Duster
16. Traps
17. Seconds

AREA
1. Square ft
2. Linear ft

CAO

15. WDO Inspection Only
16. Shockwave 1 Aerosol 499-290

Memo to File

Memorandum to File

Date: 10/14/2024

From: Brad Beadles, Operations Manager

Re: Chris Freeman, Foreman (DEC)

FACTS: This serves as validation that, I, Brad Beadles, hand delivered work directive #1 for the Marco Island Bulk Hangar Project 23-8120 to Chris Freeman, DEC Forman ON October 14th, 2024 at approximately 10am. The purpose was to continue progress on said project moving forward to avoid any delays in the construction process which would have led to more costs and time associated with the project.

ISSUES: This serves as evidence the contractor was aware of the approval of the work directive to continue moving forward with the project.

CONCLUSION: This also serves to protect the best interest of the Sponsor (Airport) and Contractor (DEC) to avoid any further delays in the construction process of project 23-8120.

BMB

Division/Department Name
WORK DIRECTIVE CHANGE

CONTRACT # /PROJECT NAME: 23-8120 MKY Bulk Hangar **CHANGE # 01**

DATE OF ISSUANCE: 10/14/2024 **EFFECTIVE DATE:**

OWNER: Collier County Board of Commissioners **PROJECT#: 33822**

CONTRACTOR: DEC **ENGINEER/DESIGN PROFESSIONAL:** Atkins

You are directed to proceed promptly with the following change(s):

Description: Contractor needs to drain water, re-prep monolith footings and slab, regrade slab to 100% compaction, and reinstall vapor barrier. They will also need to re-spray for termintes

Purpose of Work Directive Change: Due to flooding with Hurricane Milton, we request the work directive change to ensure the quality and safety of the MKY Bulk Hangar Project

Attachments:

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes(s).

Method of determining change in Contract Price:
- ☐ Unit Prices
- ☒ Lump Sum
- ☐ Other

Method of determining change in Contract Times:
- ☐ Contractor's records
- ☒ Engineer's record
- ☐ Other

Estimated increase (decrease) in Contract Price
$9582.30

Estimated change in Contract Time:
Increase by 8 calendar days.

RECOMMENDED:

By: Ryan Younker Digitally signed by Ryan Younker Date: 2024.11.15 10:05:52 -05'00'
Engineer

AUTHORIZED:

By: BeadlesBrad Digitally signed by BeadlesBrad Date: 2024.11.15 13:48:55 -05'00'
Owner's Representative

CAO

BOARD OF COUNTY COMMISSIONERS
MISCELLANEOUS CORRESPONDENCE

January 14, 2025

1. MISCELLANEOUS ITEMS TO FILE FOR RECORD WITH ACTION AS DIRECTED:

A. DISTRICTS:

1) Big Cypress Stewardship District:
FY 2024-2025 Annual Meeting Schedule

2) Heritage Bay Community Development District:
09/05/2024 Agency Memo, Signed Minutes, & Agency Mailing

3) Quarry Community Development District:
10/14/2024 Agency Memo, Signed Minutes, & Agency Mailing

4) Cedar Hammock Community Development District:
10/17/2024 Agency Memo, Signed Minutes, & Agency Mailing

Executive Summary

To record in the minutes of the Board of County Commissioners, the check number (or other payment method), amount, payee, and purpose for which the referenced disbursements in the amount of $26,886,642.17 were drawn for the periods between November 28, 2024, and December 11, 2024, pursuant to Florida Statute 136.06.

OBJECTIVE: To record in the minutes of the Board of County Commissioners the disbursement listing for the periods between November 28, 2024 and December 11, 2024.

CONSIDERATIONS: In accordance with Florida Statutes, Chapter 136.06(1), the Clerk's office requests that these listings be made part of the official records of the Board of County Commissioners.

FISCAL IMPACT: Disbursements as presented on the attached report.

GROWTH MANAGEMENT IMPACT: None.

LEGAL CONSIDERATIONS: Approval of the following documents by the County Manager is subject to formal ratification by the Board of County Commissioners. If the decision by the County Manager is not ratified by that Board, the document(s) shall be enforceable against Collier County only to the extent authorized by law in the absence of such ratification by that Board.

RECOMMENDATIONS: That the disbursements in the amount of $26,886,642.17 be recorded in the minutes of the Board of County Commissioners pursuant to Florida Statute 136.06.

PREPARED BY: Leslie Miller, Operations Manager
Clerk of the Circuit Court & Comptroller

ATTACHMENTS:
1. 12.11.2024 Disbursements

COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

DISBURSEMENTS REPORT

FOR THE PERIOD OF 11/28/2024 - 12/11/2024

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/2/2024	CLERK OF COURTS	WIRO2	1,151,121.21	BUDGET TRANSFERS CLERK OF COURTS	DECEMBER 2024 BUDGET PAYMENT
12/2/2024	CLERK OF COURTS	WIRO2	544.01	CLERK OF BOARD SECRETARIAL SERVICES	ELECTRICITY FOR OFFICE
			$ 1,151,665.22		
12/2/2024	SUPERVISOR OF ELECTIONS	WIRO2	363,511.36	BUDGET TRANSFERS SUPERVISOR OF ELECTION	DECEMBER 2024 BUDGET PAYMENT
			$ 363,511.36		
12/2/2024	US BANK TRUST, N.A.	WIRO2	370,000.00	COMMERCIAL PAPER LOAN PRINCIPAL A-1-2	PB MSTBU 12/3/24
12/2/2024	US BANK TRUST, N.A.	WIRO2	16,063.68	COMMERCIAL PAPER LOAN INTEREST A-1-2	12/24 PB MSTBU INTEREST
			$ 386,063.68		
12/2/2024	INTERNAL REVENUE SERVICE	BCCWC	1,672,508.16	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 1,672,508.16		
12/2/2024	STATE OF FLORIDA DISBURSEMENT UNIT	BCCWC	10,292.11	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 10,292.11		
12/2/2024	NATIONWIDE RETIREMENT SOLUTIONS	BCCPW	123,246.10	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 123,246.10		
12/2/2024	MISSION SQUARE - 303201	BCCPW	91,624.21	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
12/2/2024	MISSION SQUARE - 303201	BCCPW	50.00	ACCOUNTS RECEIVABLE SUSPENSE	INVOICE ADJUSTMENT
			$ 91,674.21		
12/2/2024	ALLIED UNIVERSAL CORPORATION	ACH02	7,681.52	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 7,681.52		
12/2/2024	AIRBUS HELICOPTERS INC	ACH02	31,521.16	AVIATION R AND M	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT
12/2/2024	AIRBUS HELICOPTERS INC	ACH02	15,784.87	AVIATION R AND M	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT
			$ 47,306.03		
12/2/2024	VICTORY LAYNE CHEVROLET	ACH02	51.47	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 51.47		
12/2/2024	CARTER FENCE COMPANY INC	ACH02	43,818.00	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
			$ 43,818.00		
12/2/2024	COLLIER COUNTY SHERIFFS OFFICE	ACH02	89,841.70	ACCOUNTS RECEIVABLE SUSPENSE	911 GRANT (SK911)-SEPTEMBER 2024 CLAIM 2
			$ 89,841.70		
12/2/2024	COMMUNICATIONS INTERNATIONAL INC	ACH02	86.40	COMMUNICATION EQUIP RM OUTSIDE VENDORS	RADIO REPAIRS
12/2/2024	COMMUNICATIONS INTERNATIONAL INC	ACH02	86.40	COMMUNICATION EQUIP RM OUTSIDE VENDORS	RADIO REPAIRS
12/2/2024	COMMUNICATIONS INTERNATIONAL INC	ACH02	972.00	COMMUNICATION EQUIP RM OUTSIDE VENDORS	OPERATION OF THE PUBLIC SAFETY 800 MHZ RADIO SYSTEM
			$ 1,144.80		
12/2/2024	PATS PUMP & BLOWER LLC	ACH02	8,170.56	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 8,170.56		
12/2/2024	WESTVIEW CORP INC	ACH02	113.85	CLOTHING AND UNIFORM PURCHASES	EMPLOYEE SAFETY
			$ 113.85		
12/2/2024	THE SHERWIN WILLIAMS COMPANY	ACH02	391.62	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/2/2024	THE SHERWIN WILLIAMS COMPANY	ACH02	482.86	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 874.48		
12/2/2024	SUNSHINE ACE HARDWARE INC	ACH02	59.31	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	SUNSHINE ACE HARDWARE INC	ACH02	38.55	OTHER OPERATING SUPPLIES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	SUNSHINE ACE HARDWARE INC	ACH02	10.79	OTHER OPERATING SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 108.65		
12/2/2024	THOMAS MARINE CONSTRUCTION INC	ACH02	294,934.05	IMPROVEMENTS GENERAL	HEALTH AND SAFETY
12/2/2024	THOMAS MARINE CONSTRUCTION INC	ACH02	(14,746.70)	RETAINAGE HELD	HEALTH AND SAFETY
			$ 280,187.35		
12/2/2024	BRENNTAG MID SOUTH INC	ACH02	7,922.23	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 7,922.23		
12/2/2024	FERGUSON ENTERPRISES LLC	ACH02	641.40	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	FERGUSON ENTERPRISES LLC	ACH02	884.04	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	FERGUSON ENTERPRISES LLC	ACH02	(30.51)	DISCOUNT APPLIED	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	FERGUSON ENTERPRISES LLC	ACH02	1,092.50	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/2/2024	FERGUSON ENTERPRISES LLC	ACH02	57.55	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/2/2024	FERGUSON ENTERPRISES LLC	ACH02	3,197.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/2/2024	FERGUSON ENTERPRISES LLC	ACH02	168.45	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/2/2024	FERGUSON ENTERPRISES LLC	ACH02	(85.80)	DISCOUNT APPLIED	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 5,925.23		
12/2/2024	TAMIAMI FORD INC	ACH02	57.99	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/2/2024	TAMIAMI FORD INC	ACH02	284.85	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/2/2024	TAMIAMI FORD INC	ACH02	140.61	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/2/2024	TAMIAMI FORD INC	ACH02	220.18	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/2/2024	TAMIAMI FORD INC	ACH02	71.34	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/2/2024	TAMIAMI FORD INC	ACH02	196.17	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/2/2024	TAMIAMI FORD INC	ACH02	196.17	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 1,167.31		
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	563.30	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	175.50	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	8,188.64	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	205.76	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	249.60	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	65.00	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	95.26	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	149.10	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	5.17	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	127.55	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	595.40	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	137.30	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	100.11	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	76.70	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/2/2024	GRAINGER INDUSTRIAL SUPPLY	ACH02	331.40	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
			$ 11,065.79		
12/2/2024	GILLIG LLC	ACH02	1,249.99	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/2/2024	GILLIG LLC	ACH02	725.25	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,975.24		
12/2/2024	FISHER SCIENTIFIC	ACH02	629.60	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	FISHER SCIENTIFIC	ACH02	303.65	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 933.25		
12/2/2024	CENTURYLINK COMMUNICATIONS LLC	ACH02	71.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	NOVEMBER 19, 2024 BILLING
12/2/2024	CENTURYLINK COMMUNICATIONS LLC	ACH02	76.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/2/2024	CENTURYLINK COMMUNICATIONS LLC	ACH02	118.95	CABLE TV / INTERNET	COMMUNICATIONS
			$ 266.41		
12/2/2024	BALD EAGLE TOWING & RECOVERY INC	ACH02	150.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 150.00		
12/2/2024	FIRST HOSPITAL LABORATORIES, INC	ACH02	472.00	COUNTY EMPLOYEE PHYSICALS	PROVIDE DRUG TESTING FOR COUNTY EMPLOYEES WITH CDL LICENSE
			$ 472.00		
12/2/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH02	680.62	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING SERVICES FOR NESA
12/2/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH02	2,395.80	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/2/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH02	1,197.90	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 4,274.32		
12/2/2024	PACE ANALYTICAL SERVICES INC	ACH02	456.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 456.00		
12/2/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH02	2,057.45	TRASH AND GARBAGE DISPOSAL	11-84731-52006 11/1-11/15/24
12/2/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH02	200,728.98	LANDFILL CONTRACT	OPERATE AND MAINTAIN THE IMMOKALEE TRANSFER STATION
			$ 202,786.43		
12/2/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH02	11,056.15	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 11,056.15		
12/2/2024	PALMDALE OIL COMPANY	ACH02	15,584.86	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/2/2024	PALMDALE OIL COMPANY	ACH02	4,718.40	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 20,303.26		
12/2/2024	WOODS WEIDENMILLER MICHETTI & RUDNI	ACH02	280.00	OTHER PROFESSIONAL FEES	ATTORNEYS SERVICES REQ TO PROTECT COUNTY INTEREST OF PROJECT
			$ 280.00		
12/2/2024	A&M PROPERTY MAINTENANCE LLC	ACH02	1,200.00	LANDSCAPE INCIDENTALS	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
			$ 1,200.00		
12/2/2024	ELECTRONIC ACCESS SPECIALIST	ACH02	158.72	LOCKSMITHS SERVICES AND SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 158.72		
12/2/2024	SHI INTERNATIONAL CORP	ACH02	94.48	COMPUTER SOFTWARE	ADOBE LICENSE FOR OMB DIVISION
12/2/2024	SHI INTERNATIONAL CORP	ACH02	10,470.83	COMPUTER SOFTWARE	ARCHIVING SUBSCRIPTION FOR CCR DIVISIONS
			$ 10,565.31		
12/2/2024	LEO'S SOD, LLC	ACH02	392.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
12/2/2024	LEO'S SOD, LLC	ACH02	208.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
			$ 600.00		
12/2/2024	MASABI LLC	ACH02	3,500.50	COMPUTER SOFTWARE	DEPLOYMENT, WARRANTY & SUPPORT OF MOBILE TICKETING SYSTEM UPGRADE
			$ 3,500.50		
12/2/2024	GAS SOUTH	ACH02	349.76	GAS SERVICE	10/15-11/12/24 6370457799
			$ 349.76		
12/2/2024	CAPITAL CONSULTING SOLUTIONS	ACH02	310.48	OTHER CONTRACTUAL SERVICES	2024 BICYCLE AND PEDESTRIAN MASTER PLAN / PUBLIC SAFETY
12/2/2024	CAPITAL CONSULTING SOLUTIONS	ACH02	5,039.48	OTHER CONTRACTUAL SERVICES	2024 BICYCLE AND PEDESTRIAN MASTER PLAN / PUBLIC SAFETY
12/2/2024	CAPITAL CONSULTING SOLUTIONS	ACH02	1,801.02	OTHER CONTRACTUAL SERVICES	2024 BICYCLE AND PEDESTRIAN MASTER PLAN / PUBLIC SAFETY
12/2/2024	CAPITAL CONSULTING SOLUTIONS	ACH02	2,449.28	OTHER CONTRACTUAL SERVICES	2024 BICYCLE AND PEDESTRIAN MASTER PLAN / PUBLIC SAFETY
			$ 9,600.26		
12/2/2024	KEYSTAFF INC	ACH02	3,144.36	OTHER CONTRACTUAL SERVICES	MAINTAIN STAFFING NEEDS FOR TRAFFIC OPERATIONS

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			$ 3,144.36		
12/2/2024	WOODS WEIDENMILLER MICHETTI & RUDNI	ACH02	70.00	LEGAL FEES	LEGAL SERVICES FOR CAPITAL PROJECT
			$ 70.00		
12/2/2024	DT WATER LLC	ACH02	8.00	OTHER OPERATING SUPPLIES	PROVIDE DRINKING WATER AT GMD BUILDINGS FOR STAFF AND PUBLIC
12/2/2024	DT WATER LLC	ACH02	632.00	OTHER OPERATING SUPPLIES	PROVIDE DRINKING WATER AT GMD BUILDINGS FOR STAFF AND PUBLIC
12/2/2024	DT WATER LLC	ACH02	35.00	OTHER CONTRACTUAL SERVICES	PROVIDE MISCELLANEOUS SUPPLIES FOR THE OFFICE
			$ 675.00		
12/3/2024	HABITAT FOR HUMANITY OF	225872	853.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 853.00		
12/3/2024	HABITAT FOR HUMANITY OF	225873	836.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 836.00		
12/3/2024	HABITAT FOR HUMANITY OF	225874	1,104.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,104.00		
12/3/2024	HABITAT FOR HUMANITY OF	225875	779.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 779.00		
12/3/2024	HABITAT FOR HUMANITY OF	225876	874.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 874.00		
12/3/2024	HABITAT FOR HUMANITY OF	225877	160.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 160.00		
12/3/2024	HABITAT FOR HUMANITY OF	225878	810.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 810.00		
12/3/2024	HABITAT FOR HUMANITY OF	225879	812.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 812.00		
12/3/2024	HABITAT FOR HUMANITY OF	225880	1,051.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,051.00		
12/3/2024	HABITAT FOR HUMANITY OF	225881	924.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 924.00		
12/3/2024	HABITAT FOR HUMANITY OF	225882	1,046.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,046.00		
12/3/2024	HABITAT FOR HUMANITY OF	225883	1,090.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,090.00		
12/3/2024	HABITAT FOR HUMANITY OF	225884	849.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 849.00		
12/3/2024	HABITAT FOR HUMANITY OF	225885	875.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 875.00		
12/3/2024	PENNYMAC LOAN SERVICES, LLC	225886	1,486.63	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,486.63		
12/3/2024	ZACHARY M. ANDERSON	225887	1,895.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,895.00		
12/3/2024	STATE OF RHODE ISLAND UNCLAIMED PRO	225888	31.66	CANCELLED WARRANTS ACCOUNTS PAYABLE	RI UNCLAIMED PROPERTY-2024
			$ 31.66		
12/3/2024	COMMONWEALTH OF VIRGINA DEPARTMENT	225889	23.83	CANCELLED WARRANTS ACCOUNTS PAYABLE	UNCLAIMED PROPER
			$ 23.83		
12/3/2024	OFFICE OF THE TREASURER AND	225890	916.15	CANCELLED WARRANTS ACCOUNTS PAYABLE	UNCLAIMED PROPERTY-2024
			$ 916.15		
12/3/2024	NORTH CAROLINA DEPT OF TREASURER	225891	45.00	CANCELLED WARRANTS ACCOUNTS PAYABLE	UNCLAIMED PROPERTY-2024
			$ 45.00		
12/3/2024	COMPTROLLER OF PUBLIC ACCOUNTS	225892	134.63	CANCELLED WARRANTS ACCOUNTS PAYABLE	UNCLAIMED PROPER
			$ 134.63		
12/3/2024	STATE OF ALABAMA OFFICE OF	225893	10.30	CANCELLED WARRANTS ACCOUNTS PAYABLE	SA UNCLAIMED PROPERTY-2024
			$ 10.30		
12/3/2024	MINNESOTA DEPARTMENT OF COMMERCE	225894	16.54	CANCELLED WARRANTS ACCOUNTS PAYABLE	UNCLAIMED PROPERTY 2024
12/3/2024	MINNESOTA DEPARTMENT OF COMMERCE	225894	383.35	CANCELLED WARRANTS ACCOUNTS PAYABLE	UNCLAIMED PROPERTY 2024
			$ 399.89		
12/3/2024	GEORGIA DEPARTMENT OF REVENUE	225895	86.00	CANCELLED WARRANTS ACCOUNTS PAYABLE	UNCLAIMED PROPERTY 2024
12/3/2024	GEORGIA DEPARTMENT OF REVENUE	225895	270.18	CANCELLED WARRANTS ACCOUNTS PAYABLE	UNCLAIMED PROPERTY 2024
			$ 356.18		
12/3/2024	WISCONSIN DEPARTMENT OF REVENUE	225896	71.27	CANCELLED WARRANTS ACCOUNTS PAYABLE	WI UNCLAIMED PROPERTY-2024
12/3/2024	WISCONSIN DEPARTMENT OF REVENUE	225896	16.70	CANCELLED WARRANTS ACCOUNTS PAYABLE	WI UNCLAIMED PROPERTY-2024
12/3/2024	WISCONSIN DEPARTMENT OF REVENUE	225896	4,000.00	CANCELLED WARRANTS ACCOUNTS PAYABLE	WI UNCLAIMED PROPERTY-2024
			$ 4,087.97		
12/3/2024	STATE OF NEW HAMPSHIRE TREASURY	225897	32.49	CANCELLED WARRANTS ACCOUNTS PAYABLE	HT UNCLAIMED PROPERTY-2024
			$ 32.49		
12/3/2024	AGENCY FOR HEALTH CARE ADMINISTRATI	BCCWC	346,161.75	MEDICAID HOSPITALS	HEALTH RELATED SERVICES
			$ 346,161.75		
12/3/2024	TRUIST BANK	BCCWC	178,414.25	INTEREST BONDS	W&S 2023 GG INTEREST
			$ 178,414.25		
12/3/2024	ADVANCED ROOFING INC	225898	8,631.63	ROOFING CONTRACTORS	OPERATING AND MAINTAINING CRITICAL FACILITIES

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12/3/2024	ADVANCED ROOFING INC	225898	12,195.61	ROOFING CONTRACTORS	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/3/2024	ADVANCED ROOFING INC	225898	922.41	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/3/2024	ADVANCED ROOFING INC	225898	660.00	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/3/2024	ADVANCED ROOFING INC	225898	360.00	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/3/2024	ADVANCED ROOFING INC	225898	711.89	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/3/2024	ADVANCED ROOFING INC	225898	1,756.45	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 25,237.99		
12/3/2024	AMERIGAS PROPANE LP	225899	5,046.16	GAS SERVICE	302 STOCKADE RD
			$ 5,046.16		
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	56.00	FLEET R AND M INVENTORY	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	150.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	4.50	FLEET R AND M INVENTORY	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	90.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	52.50	FLEET R AND M INVENTORY	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	33.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	400.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	1,046.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	1,096.80	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	277.41	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	2,497.48	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	233.32	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	876.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	5,082.72	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	COLLIER TIRE & AUTO REPAIR	225900	4,447.38	FLEET R AND M INVENTORY	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 16,343.11		
12/3/2024	EMERGENCY PET HOSPITAL OF COLLIER	225901	1,712.25	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/3/2024	EMERGENCY PET HOSPITAL OF COLLIER	225901	228.00	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/3/2024	EMERGENCY PET HOSPITAL OF COLLIER	225901	892.50	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/3/2024	EMERGENCY PET HOSPITAL OF COLLIER	225901	600.00	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
			$ 3,432.75		
12/3/2024	FDLE/USER SERVICES BUREAU	225902	2,974.75	INVESTIGATION	BACKGROUND FINGERPRINTING TO SECURE COUNTY SERVICES
			$ 2,974.75		
12/3/2024	FLORIDA GULF COAST UNIVERSITY	225903	21,000.00	REMITTANCES PRIVATE ORGANIZATIONS	VPP- FUNDING A GRANT ELIGIBLE ACTIVITY
			$ 21,000.00		
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	160.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	180.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	180.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	115.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	160.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	375.29	VETERINARIAN FEES COMPREHENSIVE CARE	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	115.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	100.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	115.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/3/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	225904	100.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
			$ 1,600.29		
12/3/2024	JC DRAINFIELD REPAIR INC	225905	225.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
			$ 225.00		
12/3/2024	LCEC	225906	42.32	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	2,524.64	ELECTRICITY	ELECTRIC UTILITIES
12/3/2024	LCEC	225906	74.46	ELECTRICITY	MONTHLY POWER SERVICE FOR CONSERVATION COLLIER PRESERVES
12/3/2024	LCEC	225906	126.64	ELECTRICITY	MONTHLY POWER SERVICE FOR CONSERVATION COLLIER PRESERVES
12/3/2024	LCEC	225906	79.26	ELECTRICITY	MONTHLY POWER SERVICE FOR CONSERVATION COLLIER PRESERVES
12/3/2024	LCEC	225906	25.75	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	2,482.75	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	18.47	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	21.77	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	21.77	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	18.47	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	123.81	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	18.47	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	376.80	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	5,997.20	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	20.77	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	20.77	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	20.77	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	10.23	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	758.89	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	34.14	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS

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12/3/2024	LCEC	225906	18.21	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	29.73	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	27.63	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	1,089.94	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	671.14	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	25.46	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	23.35	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/3/2024	LCEC	225906	613.33	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
			$ 15,316.94		
12/3/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	225907	803.97	SPRINKLER SYSTEM MAINTENANCE	SUPPLIES NEEDED FOR GROUNDS MAINTENANCE
12/3/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	225907	140.41	SPRINKLER SYSTEM MAINTENANCE	COMMUNITY BEAUTIFICATION
12/3/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	225907	46.90	SPRINKLER SYSTEM MAINTENANCE	COMMUNITY BEAUTIFICATION
			$ 991.28		
12/3/2024	NAPLES ARMATURE WORKS	225908	259.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 259.80		
12/3/2024	RC BEACH & ASSOCIATES INC	225909	2,672.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/3/2024	RC BEACH & ASSOCIATES INC	225909	59.57	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 2,731.57		
12/3/2024	UNIFIRST CORP	225910	9.98	OTHER CONTRACTUAL SERVICES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
			$ 9.98		
12/3/2024	UNITED RENTALS (NORTH AMERICA) INC	225911	6,134.00	RENT EQUIPMENT	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION
12/3/2024	UNITED RENTALS (NORTH AMERICA) INC	225911	762.00	RENT EQUIPMENT	EQUIPMENT RENTAL TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 6,896.00		
12/3/2024	FLORIDA POWER & LIGHT	225912	130.46	ELECTRICITY	ELECTRICITY FOR OFFICE
12/3/2024	FLORIDA POWER & LIGHT	225912	109.98	ELECTRICITY	ELECTRICITY FOR OFFICE
12/3/2024	FLORIDA POWER & LIGHT	225912	57.56	ELECTRICITY	ELECTRICITY FOR OFFICE
12/3/2024	FLORIDA POWER & LIGHT	225912	28.57	ELECTRICITY	10/22-11/20/24 SHERIFF
12/3/2024	FLORIDA POWER & LIGHT	225912	858.67	ELECTRICITY	MAINTAIN HELICOPTER OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	1,316.04	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/3/2024	FLORIDA POWER & LIGHT	225912	262.85	ELECTRICITY	9/25-10/25/24 4715 GOLDEN GATE PKWY
12/3/2024	FLORIDA POWER & LIGHT	225912	219.04	ELECTRICITY	9/25-10/25/24 4715 GOLDEN GATE PKWY
12/3/2024	FLORIDA POWER & LIGHT	225912	715.54	ELECTRICITY	9/25-10/25/24 4715 GOLDEN GATE PKWY
12/3/2024	FLORIDA POWER & LIGHT	225912	262.86	ELECTRICITY	9/25-10/25/24 4715 GOLDEN GATE PKWY
12/3/2024	FLORIDA POWER & LIGHT	225912	57.12	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	58.48	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	28.27	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	45.07	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	392.46	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/3/2024	FLORIDA POWER & LIGHT	225912	647.26	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/3/2024	FLORIDA POWER & LIGHT	225912	67.92	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/3/2024	FLORIDA POWER & LIGHT	225912	853.29	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/3/2024	FLORIDA POWER & LIGHT	225912	28.61	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/3/2024	FLORIDA POWER & LIGHT	225912	199.57	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/3/2024	FLORIDA POWER & LIGHT	225912	189.57	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/3/2024	FLORIDA POWER & LIGHT	225912	32.21	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/3/2024	FLORIDA POWER & LIGHT	225912	27.73	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/3/2024	FLORIDA POWER & LIGHT	225912	26.18	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/3/2024	FLORIDA POWER & LIGHT	225912	27.98	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/3/2024	FLORIDA POWER & LIGHT	225912	26.28	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/3/2024	FLORIDA POWER & LIGHT	225912	441.84	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/3/2024	FLORIDA POWER & LIGHT	225912	25.83	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/3/2024	FLORIDA POWER & LIGHT	225912	21,296.42	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	FLORIDA POWER & LIGHT	225912	27.37	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/3/2024	FLORIDA POWER & LIGHT	225912	34,868.37	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	FLORIDA POWER & LIGHT	225912	99.19	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	64.18	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	64.18	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	64.18	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	13,094.68	ELECTRICITY	MONTHLY FEE FOR ELECTRICITY FOR GMCDD
12/3/2024	FLORIDA POWER & LIGHT	225912	25.51	ELECTRICITY	MONTHLY FEE FOR ELECTRICITY FOR GMCDD
12/3/2024	FLORIDA POWER & LIGHT	225912	8,398.97	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	FLORIDA POWER & LIGHT	225912	4,002.06	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	26.39	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	498.04	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	26.91	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	4,086.81	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	1,593.24	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	613.82	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS

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12/3/2024	FLORIDA POWER & LIGHT	225912	26.50	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/3/2024	FLORIDA POWER & LIGHT	225912	8,511.53	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/3/2024	FLORIDA POWER & LIGHT	225912	5,031.62	ELECTRICITY	ELECTRICAL SERVICE FOR DAILY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	2,084.04	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	928.85	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	27.56	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	26.68	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	93.61	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	60.56	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	60.56	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	60.56	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/3/2024	FLORIDA POWER & LIGHT	225912	41,832.98	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 154,732.61		
12/3/2024	IMMOKALEE FIRE CONTROL DISTRICT	225913	1,646.24	BUILDING R AND M OUTSIDE VENDORS	EMS STATION 31 50% OF UTILITIES FOR CREWS
			$ 1,646.24		
12/3/2024	HARRELLS CUSTOM FERTILIZER	225914	2,035.00	LANDSCAPE MATERIALS	COMMUNITY BEAUTIFICATION
			$ 2,035.00		
12/3/2024	FEDEX	225915	9.21	POSTAGE FREIGHT AND UPS	EMS FEDEX CHARGES TO VENDORS REGARDING EMS
12/3/2024	FEDEX	225915	16.70	POSTAGE FREIGHT AND UPS	COURIER/SHIPPING SERVICES
12/3/2024	FEDEX	225915	16.84	POSTAGE FREIGHT AND UPS	COURIER/SHIPPING SERVICES
			$ 42.75		
12/3/2024	HILLS PET NUTRITION SALES INC	225916	326.80	SHELTER ANIMAL FOOD	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/3/2024	HILLS PET NUTRITION SALES INC	225916	421.55	MEDICINES AND DRUGS	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/3/2024	HILLS PET NUTRITION SALES INC	225916	901.41	SHELTER ANIMAL FOOD	SUPPORT WELFARE OF ANIMALS IN DAS CARE
			$ 1,649.76		
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225984	78,610.16	ELECTRICITY	NOVEMBER 19, 2024 BILLING
			$ 78,610.16		
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225985	20,724.02	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
			$ 20,724.02		
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225986	34,549.53	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 34,549.53		
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	26.68	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	336.76	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	653.14	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	33.22	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	109.05	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	125.60	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	1,022.15	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	1,251.97	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	974.02	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	934.45	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	888.95	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	27.23	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	25.66	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	65.18	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/3/2024	FLORIDA POWER & LIGHT COMPANY	225987	26.18	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
			$ 6,500.24		
12/3/2024	JOHN MADER ENTERPRISES INC	225917	114.36	UTILITIES REPAIR ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 114.36		
12/3/2024	CINTAS CORPORATION	225918	127.46	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	225918	167.44	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	225918	15.41	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	225918	582.26	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	225918	24.55	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	225918	26.62	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
			$ 943.74		
12/3/2024	HENRY SCHEIN INC	225919	798.00	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/3/2024	HENRY SCHEIN INC	225919	808.05	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/3/2024	HENRY SCHEIN INC	225919	428.90	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 2,034.95		
12/3/2024	TECO PEOPLES GAS	225920	53.48	GAS SERVICE	SUPPORT SERVICE DELIVERY
12/3/2024	TECO PEOPLES GAS	225920	43.07	GAS SERVICE	SUPPORT SERVICE DELIVERY
12/3/2024	TECO PEOPLES GAS	225920	43.07	GAS SERVICE	SUPPORT SERVICE DELIVERY
12/3/2024	TECO PEOPLES GAS	225920	43.07	GAS SERVICE	SUPPORT SERVICE DELIVERY
12/3/2024	TECO PEOPLES GAS	225920	123.47	GAS SERVICE	SUPPORT SERVICE DELIVERY
			$ 306.16		
12/3/2024	IMMOKALEE WATER & SEWER DISTRICT	225921	339.99	WATER AND SEWER	IRRIGATION WATER FOR IMM MSTU BEAUTIFICATION AREA
			$ 339.99		

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12/3/2024	CENTURYLINK	225922	287.82	CABLE TV / INTERNET	SUPPORT CHS OPERATIONS
			$ 287.82		
12/3/2024	CINTAS CORPORATION	225923	3,150.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	625.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	295.37	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	0.36	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	4.52	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	89.76	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	195.27	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	74.86	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	26.62	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	135.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	45.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	70.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	570.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	1,140.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	665.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	1,195.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	760.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	150.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	1,005.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	475.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	150.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	242.73	CLOTHING AND UNIFORM RENTAL	EMPLOYEE UNIFORMS
12/3/2024	CINTAS CORPORATION	225923	62.94	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	CINTAS CORPORATION	225923	15.00	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS
12/3/2024	CINTAS CORPORATION	225923	69.99	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	111.31	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	295.37	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS
12/3/2024	CINTAS CORPORATION	225923	45.05	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	75.05	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	13.50	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	73.68	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	846.74	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/3/2024	CINTAS CORPORATION	225923	31.45	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	29.41	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	34.44	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	90.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	225.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	119.72	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/3/2024	CINTAS CORPORATION	225923	78.15	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	48.00	OTHER CONTRACTUAL SERVICES	IMMOKALEE ACCELERATOR SUPPLIES
12/3/2024	CINTAS CORPORATION	225923	11.60	OTHER CONTRACTUAL SERVICES	IMMOKALEE ACCELERATOR SUPPLIES
12/3/2024	CINTAS CORPORATION	225923	129.00	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	89.76	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	246.54	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/3/2024	CINTAS CORPORATION	225923	195.27	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	74.86	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	4.52	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	659.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	91.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	446.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	597.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	140.93	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	15.00	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	62.94	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	CINTAS CORPORATION	225923	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS
12/3/2024	CINTAS CORPORATION	225923	295.37	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS
12/3/2024	CINTAS CORPORATION	225923	53.13	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/3/2024	CINTAS CORPORATION	225923	49.52	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/3/2024	CINTAS CORPORATION	225923	69.99	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	111.31	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	336.31	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	227.31	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/3/2024	CINTAS CORPORATION	225923	63.45	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	13.50	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	67.58	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF
12/3/2024	CINTAS CORPORATION	225923	31.45	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	73.68	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	34.44	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	29.41	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	846.74	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	303.05	MEDICAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES
12/3/2024	CINTAS CORPORATION	225923	1,495.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	197.01	MEDICAL SUPPLIES	MAINTAIN STAKES AND LOCATES OPERATIONS AND SERVICES
12/3/2024	CINTAS CORPORATION	225923	290.05	MEDICAL SUPPLIES	MEDICAL SUPPLIES TO MAINTAIN COUNTY FACILITIES
12/3/2024	CINTAS CORPORATION	225923	78.15	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	129.00	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	48.00	OTHER CONTRACTUAL SERVICES	IMMOKALEE ACCELERATOR SUPPLIES
12/3/2024	CINTAS CORPORATION	225923	11.60	OTHER CONTRACTUAL SERVICES	IMMOKALEE ACCELERATOR SUPPLIES
12/3/2024	CINTAS CORPORATION	225923	1,722.60	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	CINTAS CORPORATION	225923	325.47	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/3/2024	CINTAS CORPORATION	225923	1,413.05	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	400.84	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	CINTAS CORPORATION	225923	48.00	OTHER CONTRACTUAL SERVICES	IMMOKALEE ACCELERATOR SUPPLIES
12/3/2024	CINTAS CORPORATION	225923	11.60	OTHER CONTRACTUAL SERVICES	IMMOKALEE ACCELERATOR SUPPLIES
12/3/2024	CINTAS CORPORATION	225923	63.00	OTHER CONTRACTUAL SERVICES	FIRE EXTINGUISHER INSPECTION
12/3/2024	CINTAS CORPORATION	225923	267.11	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	225923	78.15	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/3/2024	CINTAS CORPORATION	225923	67.58	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF
			$ 25,842.50		
12/3/2024	OCLC ONLINE COMPUTER LIBRARY CENTER	225924	15,971.04	LIBRARY E-BOOKS	MAINTAIN LIBRARY OPERATIONS
			$ 15,971.04		
12/3/2024	MCSHEA CONTRACTING LLC	225925	11,986.50	PAINTING CONTRACTORS	COUNTY WIDE STRIPING AND PAVEMENT MARKINGS COUNTY WIDE
			$ 11,986.50		
12/3/2024	INTELLIGENT INFRASTRUCTURE SOLUTION	225926	32,411.28	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 32,411.28		
12/3/2024	SUNSHINE LUBES LLC	225927	79.64	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	42.39	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	113.51	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	79.64	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	89.60	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	83.55	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	49.66	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	42.39	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	46.30	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	87.46	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	53.57	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	77.96	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	77.96	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	41.07	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	SUNSHINE LUBES LLC	225927	49.66	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,110.32		
12/3/2024	FPL ASSIST	225988	306.01	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 306.01		
12/3/2024	FPL ASSIST	225989	147.95	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 147.95		
12/3/2024	LORRAINE DUBE	225928	2,737.50	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
12/3/2024	LORRAINE DUBE	225928	300.00	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
			$ 3,037.50		
12/3/2024	AIRGAS USA LLC	225929	30.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
			$ 30.00		
12/3/2024	SERVICEWEAR APPAREL INC	225930	135.44	CLOTHING AND UNIFORM PURCHASES	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/3/2024	SERVICEWEAR APPAREL INC	225930	237.02	CLOTHING AND UNIFORM PURCHASES	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
			$ 372.46		
12/3/2024	CANON SOLUTIONS AMERICA INC	225931	474.84	LEASE EQUIPMENT	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 474.84		
12/3/2024	CARLON INC	225932	574.00	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/3/2024	CARLON INC	225932	561.60	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/3/2024	CARLON INC	225932	404.10	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
			$ 1,539.70		
12/3/2024	TPH HOLDINGS LLC	225933	51.31	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	39.32	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	114.26	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	89.51	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	58.99	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	616.97	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	7.76	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	30.14	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	12.36	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	61.40	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	203.71	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	7.76	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/3/2024	TPH HOLDINGS LLC	225933	7.76	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
			$ 1,301.25		
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	5,500.00	MAINTENANCE LANDSCAPING	MAINTAIN COUNTY PROPERTY/ASSETS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	231.87	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	291.25	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	247.38	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	198.75	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	357.50	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	545.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	486.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	543.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	260.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/3/2024	R&N LAWN MAINTENANCE INC.	225934	165.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
			$ 8,825.75		
12/3/2024	RAMON LOUIS CORIANO	225935	400.00	ACCOUNTS RECEIVABLE SUSPENSE	IMPREST FUNDS JINGLE BELL BASH
			$ 400.00		
12/3/2024	TREE SCAPING OF NAPLES INC	225936	5,700.00	TREE TRIMMING	TREE TRIMMING FOR PUBLIC SAFETY
			$ 5,700.00		
12/3/2024	US WATER SERVICES CORPORATION	225937	51.82	WATER AND SEWER	WATER FOR THE PARKS
			$ 51.82		
12/3/2024	PAVEMENT MAINTENANCE LLC	225938	67,000.00	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 67,000.00		
12/3/2024	SOFTWARE INFORMATION RESOURCE CORP	225939	1,612.50	OTHER CONTRACTUAL SERVICES	SUPPORT CHS OPERATIONS
			$ 1,612.50		
12/3/2024	NAPLES PHYSICIAN HOSPITAL ORGANIZAT	225940	7,584.00	OTHER PROFESSIONAL FEES	EFFICIENTLY ADMINISTER THE WC PROGRAM
			$ 7,584.00		
12/3/2024	WRIGHT NATIONAL FLOOD INSURANCE COM	225941	9,735.00	REINSURANCE PREMIUM	TO PROTECT THE COUNTY PROPERTY AGAINST FLOOD LOSSES
12/3/2024	WRIGHT NATIONAL FLOOD INSURANCE COM	225941	3,872.00	REINSURANCE PREMIUM	TO PROTECT THE COUNTY PROPERTY AGAINST FLOOD LOSSES
12/3/2024	WRIGHT NATIONAL FLOOD INSURANCE COM	225941	8,649.00	REINSURANCE PREMIUM	TO PROTECT THE COUNTY PROPERTY AGAINST FLOOD LOSSES
			$ 22,256.00		
12/3/2024	RELADYNE FLORIDA LLC	225942	5,724.80	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 5,724.80		
12/3/2024	SUMMIT BROADBAND INC	225943	575.00	OTHER CONTRACTUAL SERVICES	TO PROVIDE HIGH SPEED INTERNET SERVICE
12/3/2024	SUMMIT BROADBAND INC	225943	3,769.00	TELEPHONE DIRECT LINE	SERVICES REQUIRED FOR THE OPERATION OF THE NETWORK
			$ 4,344.00		
12/3/2024	GARCIA MINING COMPANY, LLC	225944	2,478.31	ATHLETIC COURT AND BALL FIELD MAINT	MAINTAIN PLAYING FIELDS
			$ 2,478.31		
12/3/2024	EQUIFAX WORKFORCE SOLUTIONS LLC	225945	52.07	OTHER CONTRACTUAL SERVICES	COMPLY WITH FEDERAL LAWS IN ITS REPORTING REQUIREMENTS
			$ 52.07		
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	420.35	WATER AND SEWER	UTILITY SERVICES FOR BAYSHORE COMMUNITY
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	200.93	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE LELY MSTU
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	152.81	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE LELY MSTU
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	94.42	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE LELY MSTU
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	63.49	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE LELY MSTU
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	6,939.02	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	1,862.00	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	205.13	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	94.42	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	377.76	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	320.91	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	173.97	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	784.65	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	658.49	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	1,646.02	WATER AND SEWER	WATER FOR THE PARKS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	820.10	WATER AND SEWER	WATER FOR THE PARKS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	173.08	WATER AND SEWER	WATER FOR THE PARKS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	173.67	WATER AND SEWER	SUPPORT SERVICES DELIVERY
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	119.92	WATER AND SEWER	WATER FOR THE PARKS
12/3/2024	COLLIER COUNTY UTILITY BILLING	225946	9,246.71	WATER AND SEWER	WATER FOR THE PARKS
			$ 24,527.85		
12/3/2024	TURSIOPS VETERINARY SERVICES LLC	225947	50.00	VETERINARIAN FEES COMPREHENSIVE CARE	MAINTAIN DAS SERVICES AND OPERATIONS
			$ 50.00		
12/3/2024	ENTERPRISE WIRELESS ALLIANCE	225948	125.00	LICENSES AND PERMITS	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 125.00		
12/3/2024	AT&T SERVICE INC	225949	216.78	CELLULAR TELEPHONE	OPERATION OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM
			$ 216.78		
12/3/2024	GANNETT MEDIA CORP.	225990	5,110.96	OTHER CONTRACTUAL SERVICES	TO PROVIDE MARKETING SERVICES FOR COLLIER COUNTY WATER
			$ 5,110.96		
12/3/2024	POWERSERVE TECHNOLOGIES, INC.	225950	690,781.21	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/3/2024	POWERSERVE TECHNOLOGIES, INC.	225950	673,871.74	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/3/2024	POWERSERVE TECHNOLOGIES, INC.	225950	(68,232.65)	RETAINAGE HELD	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 1,296,420.30		
12/3/2024	GENSERVE, LLC	225951	953.15	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/3/2024	GENSERVE, LLC	225951	913.98	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/3/2024	GENSERVE, LLC	225951	435.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/3/2024	GENSERVE, LLC	225951	290.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/3/2024	GENSERVE, LLC	225951	290.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/3/2024	GENSERVE, LLC	225951	435.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/3/2024	GENSERVE, LLC	225951	1,089.65	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/3/2024	GENSERVE, LLC	225951	4,691.72	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/3/2024	GENSERVE, LLC	225951	1,120.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/3/2024	GENSERVE, LLC	225951	390.23	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/3/2024	GENSERVE, LLC	225951	2,114.06	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 12,722.79		
12/3/2024	J & K AUTO PARTS	225952	22.38	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	26.57	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	112.43	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	15.89	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	87.29	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	33.23	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	26.99	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	2,389.14	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	68.91	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	118.36	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	43.93	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	204.27	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	38.40	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	6.31	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	32.53	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	53.81	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	14.92	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	J & K AUTO PARTS	225952	25.25	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 3,320.61		
12/3/2024	SPEX CERTIPREP LLC	225953	317.00	FERTILIZER HERBICIDES AND CHEMICALS	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY
			$ 317.00		
12/3/2024	WILL TODD JONES	225954	60,115.26	LAND CAPITAL OUTLAY	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 60,115.26		
12/3/2024	A&R BUILDERS OF SWFL INC	225955	135.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 135.00		
12/3/2024	Barron Collier Companies	225956	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	BCI Pools INC	225957	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	Capital Homes Investments & All LLC	225958	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	Costantini Construction Inc	225959	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	Daniel Garcia	225960	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		

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12/3/2024	David Lawrence Mental	225961	330.52	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 330.52		
12/3/2024	DR Horton Inc	225962	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
12/3/2024	DR Horton Inc	225962	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 90.00		
12/3/2024	Fortil & Consulta Luders	225963	13.07	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 13.07		
12/3/2024	Gatlin Construction	225964	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	GC Fonseca Construction Inc	225965	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	Glenn L Mccroskery	225966	1,373.28	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 1,373.28		
12/3/2024	Gulf Life Permitting Services LLC	225967	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	Janet Kennedy	225968	204.00	FACILITY RENTALS TAXABLE	TO MAINTAIN LIBRARY OPERATIONS
			$ 204.00		
12/3/2024	Jose Sandoval	225969	209.00	FACILITY RENTALS CULTURE REC	TO MAINTAIN LIBRARY OPERATIONS
			$ 209.00		
12/3/2024	Judy Hanks	225970	50.00	EMS RECEIVABLE ADPI	EMS REFUND DUE PATIENT BILLING
			$ 50.00		
12/3/2024	LCH Enterprises	225971	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	Lennar Homes LLC	225972	159.43	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 159.43		
12/3/2024	Lennar Homes	225973	135.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 135.00		
12/3/2024	McGarvey Custom Homes	225974	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	Myron Drawdy	225975	1,784.93	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 1,784.93		
12/3/2024	PAUL J. GOREY	225976	778.71	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 778.71		
12/3/2024	PULTE GROUP	225977	135.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
12/3/2024	PULTE GROUP	225977	135.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 270.00		
12/3/2024	SD ON THE ROOF, LLC	225978	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	Skyline Title Support	225979	25.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 25.00		
12/3/2024	Sonia M. Tejada	225980	0.67	BUILDING PERMIT SURCHARGE	REFUND CUSTOMER OVERPAYMENT DUE
12/3/2024	Sonia M. Tejada	225980	2.01	BUILDING CODE CERT SURCHARGE	REFUND CUSTOMER OVERPAYMENT DUE
12/3/2024	Sonia M. Tejada	225980	135.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 137.68		
12/3/2024	STEVENS CONSTRUCTION INC	225981	90.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 90.00		
12/3/2024	Storm Smart	225982	45.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 45.00		
12/3/2024	SWFL PLASTERING, INC	225983	90.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 90.00		
12/3/2024	ALLIED UNIVERSAL CORPORATION	ACH03	7,630.70	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 7,630.70		
12/3/2024	AIRBUS HELICOPTERS INC	ACH03	75.00	AVIATION R AND M	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT
			$ 75.00		
12/3/2024	B&I CONTRACTORS INC	ACH03	8,055.75	HVAC CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 8,055.75		
12/3/2024	FASTENAL	ACH03	(38.19)	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED TO MAINTAIN WATERWAYS BEACH CLEANUP
12/3/2024	FASTENAL	ACH03	758.49	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED TO MAINTAIN WATERWAYS BEACH CLEANUP
			$ 720.30		
12/3/2024	FORESTRY RESOURCES LLC	ACH03	278.60	LANDSCAPE MATERIALS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 278.60		
12/3/2024	GROUND ZERO LANDSCAPING SERVICES	ACH03	5,979.24	OTHER CONTRACTUAL SERVICES	PROVIDE LANDSCAPE MAINTENANCE FOR VANDERBILT MSTU
			$ 5,979.24		
12/3/2024	HUDSON PUMPS & EQUIPMENT	ACH03	1,272.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,272.00		
12/3/2024	JSFM INC	ACH03	2,931.03	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/3/2024	JSFM INC	ACH03	1,736.90	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 4,667.93		

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12/3/2024	MCGEE & ASSOCIATES	ACH03	5,000.00	ENGINEERING FEES	LANDSCAPE AND IRRIGATION IMPROVEMENTS
			$ 5,000.00		
12/3/2024	QUALITY ENTERPRISES USA INC	ACH03	2,546.85	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN OR IMPROVE COUNTY PROPERTY
			$ 2,546.85		
12/3/2024	SAFETY PRODUCTS INC	ACH03	376.00	CLOTHING AND UNIFORM PURCHASES	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS
			$ 376.00		
12/3/2024	THE SHERWIN WILLIAMS COMPANY	ACH03	17.24	PAINTING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	THE SHERWIN WILLIAMS COMPANY	ACH03	23.73	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 40.97		
12/3/2024	SUNSHINE ACE HARDWARE INC	ACH03	115.16	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 115.16		
12/3/2024	BRENNTAG MID SOUTH INC	ACH03	7,885.73	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 7,885.73		
12/3/2024	CDW LLC	ACH03	15,770.88	DATA PROCESSING EQUIP R AND M	PROVIDE STAFF ABILITY TO MORE EFFECTIVELY PERFORM DUTIES
12/3/2024	CDW LLC	ACH03	330.24	MINOR DATA PROCESSING EQUIPMENT	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 16,101.12		
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	1,530.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	(30.61)	DISCOUNT APPLIED	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	493.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	(9.86)	DISCOUNT APPLIED	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	42.56	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	2.79	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	12.36	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	0.81	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	353.00	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	23.15	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	45.52	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	2.98	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	39.08	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	2.56	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	41.40	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	2.71	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	25.51	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	1.67	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	32.54	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	2.13	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	18.07	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	1.20	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	(12.20)	DISCOUNT APPLIED	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	15,504.00	UTILITIES PARTS ETC	TO PROVIDE PARTS FOR METER INSTALLATION
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	386.00	UTILITIES PARTS ETC	TO PROVIDE PARTS FOR METER INSTALLATION
12/3/2024	FERGUSON ENTERPRISES LLC	ACH03	(310.08)	DISCOUNT APPLIED	TO PROVIDE PARTS FOR METER INSTALLATION
			$ 18,200.99		
12/3/2024	TAMIAMI FORD INC	ACH03	85.67	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/3/2024	TAMIAMI FORD INC	ACH03	198.12	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/3/2024	TAMIAMI FORD INC	ACH03	37.82	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/3/2024	TAMIAMI FORD INC	ACH03	293.65	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/3/2024	TAMIAMI FORD INC	ACH03	237.00	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/3/2024	TAMIAMI FORD INC	ACH03	64.09	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/3/2024	TAMIAMI FORD INC	ACH03	38.59	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 954.94		
12/3/2024	WESCO TURF INC	ACH03	81.75	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	WESCO TURF INC	ACH03	161.29	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 243.04		
12/3/2024	GRAYBAR ELECTRIC COMPANY INC	ACH03	114.04	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 114.04		
12/3/2024	COMCAST	ACH03	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
12/3/2024	COMCAST	ACH03	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
			$ 252.46		
12/3/2024	CITY OF MARCO ISLAND	ACH03	172.43	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
12/3/2024	CITY OF MARCO ISLAND	ACH03	59.08	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
12/3/2024	CITY OF MARCO ISLAND	ACH03	73.32	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
12/3/2024	CITY OF MARCO ISLAND	ACH03	258.60	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
12/3/2024	CITY OF MARCO ISLAND	ACH03	73.32	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
12/3/2024	CITY OF MARCO ISLAND	ACH03	574.63	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
12/3/2024	CITY OF MARCO ISLAND	ACH03	229.70	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
			$ 1,441.08		
12/3/2024	HOUSING DEVELOPMENT CORP OF SW FL	ACH03	9,337.95	REMITTANCES PRIVATE ORGANIZATIONS	REIMBURSE GRANT ELIGIBLE EXPENSES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 9,337.95		
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	753.52	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	7,025.12	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	1,286.87	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	493.94	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	723.17	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	161.34	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	635.00	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	253.24	OTHER OPERATING SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	860.92	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/3/2024	GRAINGER INDUSTRIAL SUPPLY	ACH03	7,980.96	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
			$ 20,174.08		
12/3/2024	FISHER SCIENTIFIC	ACH03	26.20	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/3/2024	FISHER SCIENTIFIC	ACH03	745.88	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 772.08		
12/3/2024	BOUND TREE MEDICAL LLC	ACH03	18,220.00	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 18,220.00		
12/3/2024	CENTURYLINK COMMUNICATIONS LLC	ACH03	65.23	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/3/2024	CENTURYLINK COMMUNICATIONS LLC	ACH03	53.43	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/3/2024	CENTURYLINK COMMUNICATIONS LLC	ACH03	47.73	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/3/2024	CENTURYLINK COMMUNICATIONS LLC	ACH03	225.24	TELEPHONE ACCESS CHARGES	PHONE LINES FOR THE GATE AND FAX MACHINE AT CNTY FAC
			$ 391.63		
12/3/2024	BALD EAGLE TOWING & RECOVERY INC	ACH03	140.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 140.00		
12/3/2024	REXEL USA INC	ACH03	497.34	ELECTRICAL SUPPLIER	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 497.34		
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	1,007.32	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	245.02	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING SERVICES FOR GGWWTP
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	1,415.70	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	245.02	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING SERVICES FOR GGWWTP
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	544.50	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING SERVICES FOR GGWWTP
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	762.30	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	762.30	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	653.40	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	980.10	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/3/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH03	326.70	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 6,942.36		
12/3/2024	PACE ANALYTICAL SERVICES INC	ACH03	844.86	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/3/2024	PACE ANALYTICAL SERVICES INC	ACH03	149.34	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/3/2024	PACE ANALYTICAL SERVICES INC	ACH03	149.34	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/3/2024	PACE ANALYTICAL SERVICES INC	ACH03	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/3/2024	PACE ANALYTICAL SERVICES INC	ACH03	345.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 2,055.54		
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	1,155.86	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	247.50	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	491.13	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	528.88	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	3,192.65	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	896.65	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	1,006.09	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN AND FREE OF DEBRIS
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	513.50	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	304.64	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN AND FREE OF DEBRIS
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	53,459.45	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	65,569.46	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/3/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH03	1,074,028.96	LANDFILL CONTRACT	OPERATE AND MAINTAIN COLLIER COUNTY LANDFILL
			$ 1,201,394.77		
12/3/2024	DAVIDSON ENGINEERING INC	ACH03	3,878.00	IMPROVEMENTS GENERAL	BUILD SPORTS COMPLEX FOR TAX PAYERS OF COLLIER COUNTY
			$ 3,878.00		
12/3/2024	CASTA C MELENDEZ	ACH03	823.55	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 823.55		
12/3/2024	PALMDALE OIL COMPANY	ACH03	1,730.42	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/3/2024	PALMDALE OIL COMPANY	ACH03	798.87	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,529.29		
12/3/2024	NI GOVERNMENT SERVICES INC	ACH03	147.45	TELEPHONE SYSTEM SUPPORT ALLOCATION	EMS SATELLITE PHONES USED FOR EMERGENCY /DISASTER
12/3/2024	NI GOVERNMENT SERVICES INC	ACH03	681.77	CELLULAR TELEPHONE	PUBLIC SAFETY - COMMUNICATIONS
			$ 829.22		
12/3/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH03	3,653.04	OTHER CONTRACTUAL SERVICES	URGENT ELECTRICAL CONTRACTOR SERVICES
12/3/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH03	2,679.46	OTHER CONTRACTUAL SERVICES	URGENT ELECTRICAL CONTRACTOR SERVICES

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			$ 6,332.50		
12/3/2024	JM STEVENS SHREDDING SERVICES INC	ACH03	470.00	OTHER CONTRACTUAL SERVICES	SHREDDING TO PROTECT PUBLIC RECORDS EXCEPTION
12/3/2024	JM STEVENS SHREDDING SERVICES INC	ACH03	80.00	TRASH AND GARBAGE DISPOSAL	SUPPORT CHS OPERATIONS
12/3/2024	JM STEVENS SHREDDING SERVICES INC	ACH03	80.00	TRASH AND GARBAGE DISPOSAL	SUPPORT CHS OPERATIONS
12/3/2024	JM STEVENS SHREDDING SERVICES INC	ACH03	80.00	TRASH AND GARBAGE DISPOSAL	SUPPORT CHS OPERATIONS
			$ 710.00		
12/3/2024	RICOH USA INC	ACH03	442.08	OTHER CONTRACTUAL SERVICES	TO ALLOW FOR PROCESSING/COPYING OF BUSINESS DOCS
			$ 442.08		
12/3/2024	CINTAS CORPORATION	ACH03	13.05	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	ACH03	167.44	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	ACH03	15.41	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	ACH03	571.46	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/3/2024	CINTAS CORPORATION	ACH03	960.56	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
			$ 1,727.92		
12/3/2024	LEO'S SOD, LLC	ACH03	432.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
			$ 432.00		
12/3/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH03	75.46	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 75.46		
12/3/2024	THE PARTNERSHIP FOR COLLIER'S FUTUR	ACH03	23,900.00	OTHER CONTRACTUAL SERVICES	TO PROMOTE ECON. DEVELOPMENT IN COLLIER COUNTY
			$ 23,900.00		
12/3/2024	JACOBS ENGINEERING GROUP INC	ACH03	3,604.00	OTHER CONTRACTUAL SERVICES	PROJECT MANAGEMENT SUPPORT FOR HURRICANE IAN
12/3/2024	JACOBS ENGINEERING GROUP INC	ACH03	1,564.00	OTHER CONTRACTUAL SERVICES	PROJECT MANAGEMENT SUPPORT FOR HURRICANE IAN
12/3/2024	JACOBS ENGINEERING GROUP INC	ACH03	748.00	OTHER CONTRACTUAL SERVICES	PROJECT MANAGEMENT SUPPORT FOR HURRICANE IAN
12/3/2024	JACOBS ENGINEERING GROUP INC	ACH03	680.00	OTHER CONTRACTUAL SERVICES	PROJECT MANAGEMENT SUPPORT FOR HURRICANE IAN
12/3/2024	JACOBS ENGINEERING GROUP INC	ACH03	2,312.00	OTHER CONTRACTUAL SERVICES	PROJECT MANAGEMENT SUPPORT FOR HURRICANE IAN
			$ 8,908.00		
12/3/2024	TAYLOR MADE GROWERS LLC	ACH03	8,580.00	LANDSCAPE MATERIALS	COMMUNITY BEAUTIFICATION
12/3/2024	TAYLOR MADE GROWERS LLC	ACH03	100.00	LANDSCAPE MATERIALS	COMMUNITY BEAUTIFICATION
			$ 8,680.00		
12/3/2024	DIGITECH COMPUTER LLC	ACH03	3,260.81	COLLECTION SERVICES	EMS BILLING COMPANY FOR PATIENT COLLECTIONS
12/3/2024	DIGITECH COMPUTER LLC	ACH03	43,155.90	COLLECTION SERVICES	EMS BILLING COMPANY FOR PATIENT COLLECTIONS
			$ 46,416.71		
12/3/2024	RURAL NEIGHBORHOODS INCORPRORATED	ACH03	23,646.00	REMITTANCES PRIVATE ORGANIZATIONS	REIMBURSE GRANT ELIGIBLE ACTIVITY
			$ 23,646.00		
12/3/2024	EFE INC	ACH03	748.68	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
			$ 748.68		
12/3/2024	GAS SOUTH	ACH03	615.10	GAS SERVICE	10/15-11/12/24 6354920585
12/3/2024	GAS SOUTH	ACH03	1,243.62	GAS SERVICE	10/15-11/12/24 5949989872
			$ 1,858.72		
12/3/2024	KEYSTAFF INC	ACH03	1,215.34	TEMPORARY LABOR	MAINTAIN AIRPORT STAFFING NEEDS
12/3/2024	KEYSTAFF INC	ACH03	3,447.99	OTHER CONTRACTUAL SERVICES	MAINTAIN COASTAL ZONE OPERATIONS AND SERVICES
12/3/2024	KEYSTAFF INC	ACH03	697.38	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
			$ 5,360.71		
12/3/2024	HIGH SOURCES INC	ACH03	150.30	CUSTODIAL SERVICES OUTSIDE VENDORS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/3/2024	HIGH SOURCES INC	ACH03	108.00	CUSTODIAL SERVICES OUTSIDE VENDORS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 258.30		
12/3/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH03	1,307.60	OTHER CONTRACTUAL SERVICES	SECURITY GUARD AT SPORTS COMPLEX
12/3/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH03	1,194.00	SECURITY SERVICES	SECURITY OF MARCO MUSEUM ARTIFACT
12/3/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH03	1,316.00	SECURITY SERVICES	SUPPORT SERVICES DELIVERY
12/3/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH03	1,134.30	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/3/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH03	1,305.95	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/3/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH03	1,194.00	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/3/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH03	4,573.13	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/3/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH03	5,790.90	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
			$ 17,815.88		
12/3/2024	VALIENTE BUILDERS LLC	ACH03	41,397.62	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 41,397.62		
12/3/2024	CLERK OF COURTS	WIR03	36.20	CLERKS RECORDING FEES ETC	RECORD DEED FOR GMCD DEV REVIEW
12/3/2024	CLERK OF COURTS	WIR03	44.70	CLERKS RECORDING FEES ETC	RECORD EASEMENT FOR GMCD DEV REVIEW
12/3/2024	CLERK OF COURTS	WIR03	49.46	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
12/3/2024	CLERK OF COURTS	WIR03	230.79	OTHER MISCELLANEOUS SERVICES	MINUTES OF ADVISORY COMMITTEE REQUIRED BY SUNSHINE LAW
12/3/2024	CLERK OF COURTS	WIR03	527.00	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
12/3/2024	CLERK OF COURTS	WIR03	1,135.60	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
12/3/2024	CLERK OF COURTS	WIR03	115.40	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
12/3/2024	CLERK OF COURTS	WIR03	263.76	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
12/3/2024	CLERK OF COURTS	WIR03	346.18	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
			$ 2,749.09		
12/3/2024	HANNULA LANDSCAPING & IRRIGATION IN	WIR03	71,059.50	OTHER CONTRACTUAL SERVICES	GRANT G2A95 LANDSCAPE & IRRIGATION INSTALLATION

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12/3/2024	HANNULA LANDSCAPING & IRRIGATION IN	WIR03	126,679.44	OTHER CONTRACTUAL SERVICES	GRANT G2A95 LANDSCAPE & IRRIGATION INSTALLATION
12/3/2024	HANNULA LANDSCAPING & IRRIGATION IN	WIR03	(9,886.95)	RETAINAGE HELD	GRANT G2A95 LANDSCAPE & IRRIGATION INSTALLATION
			$ 187,851.99		
12/4/2024	DAVID B FOX	ACH04	146.25	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 146.25		
12/4/2024	DEMCO	ACH04	347.55	LIBRARY SUPPLIES GENERAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 347.55		
12/4/2024	JM TODD COMPANY	ACH04	38.51	COPYING CHARGES	SUPPORT SERVICE DELIVERY
12/4/2024	JM TODD COMPANY	ACH04	29.90	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/4/2024	JM TODD COMPANY	ACH04	271.63	MINOR OFFICE EQUIPMENT	MAINTAIN CMO COPY OPERATIONS & SERVICES
			$ 340.04		
12/4/2024	Q GRADY MINOR & ASSOCIATES PA	ACH04	2,264.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/4/2024	Q GRADY MINOR & ASSOCIATES PA	ACH04	15,979.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 18,243.50		
12/4/2024	THE SHERWIN WILLIAMS COMPANY	ACH04	2,285.45	PAINTING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/4/2024	THE SHERWIN WILLIAMS COMPANY	ACH04	(660.76)	CREDIT MEMO	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,624.69		
12/4/2024	SUNSHINE ACE HARDWARE INC	ACH04	140.83	OTHER OPERATING SUPPLIES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/4/2024	SUNSHINE ACE HARDWARE INC	ACH04	1,374.72	OTHER OPERATING SUPPLIES	PROVIDE PAINT AND SUPPLIES
			$ 1,515.55		
12/4/2024	USA BLUEBOOK	ACH04	329.40	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/4/2024	USA BLUEBOOK	ACH04	19.13	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 348.53		
12/4/2024	VICS BOOT & SHOE INC	ACH04	212.49	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/4/2024	VICS BOOT & SHOE INC	ACH04	551.01	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/4/2024	VICS BOOT & SHOE INC	ACH04	182.74	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/4/2024	VICS BOOT & SHOE INC	ACH04	398.02	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/4/2024	VICS BOOT & SHOE INC	ACH04	776.48	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/4/2024	VICS BOOT & SHOE INC	ACH04	225.00	PERSONAL SAFETY EQUIPMENT	PROVIDE PROTECTIVE FOOTWEAR TO EMPLOYEES
12/4/2024	VICS BOOT & SHOE INC	ACH04	223.06	PERSONAL SAFETY EQUIPMENT	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF
12/4/2024	VICS BOOT & SHOE INC	ACH04	223.06	PERSONAL SAFETY EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/4/2024	VICS BOOT & SHOE INC	ACH04	2,530.83	PERSONAL SAFETY EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/4/2024	VICS BOOT & SHOE INC	ACH04	2,444.71	PERSONAL SAFETY EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/4/2024	VICS BOOT & SHOE INC	ACH04	2,233.10	PERSONAL SAFETY EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/4/2024	VICS BOOT & SHOE INC	ACH04	203.99	PERSONAL SAFETY EQUIPMENT	PROVIDE SAFETY EQUIPMENT TO STAFF TO OPERATE FACILITIES
12/4/2024	VICS BOOT & SHOE INC	ACH04	212.49	PERSONAL SAFETY EQUIPMENT	PROVIDE SAFETY EQUIPMENT TO STAFF TO OPERATE FACILITIES
12/4/2024	VICS BOOT & SHOE INC	ACH04	1,882.31	PERSONAL SAFETY EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/4/2024	VICS BOOT & SHOE INC	ACH04	652.66	PERSONAL SAFETY EQUIPMENT	PROVIDE PROTECTIVE FOOTWEAR TO COUNTY STAFF
12/4/2024	VICS BOOT & SHOE INC	ACH04	2,384.26	PERSONAL SAFETY EQUIPMENT	PROVIDE PERSONAL PROTECTION EQUIPMENT FOR COUNTY STAFF
12/4/2024	VICS BOOT & SHOE INC	ACH04	212.49	PERSONAL SAFETY EQUIPMENT	PROVIDE STAFF WITH PROTECTIVE FOOTWEAR
12/4/2024	VICS BOOT & SHOE INC	ACH04	223.06	PERSONAL SAFETY EQUIPMENT	PROVIDE STAFF WITH PROTECTIVE FOOTWEAR
			$ 15,771.76		
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	1,838.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	27.08	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	3,301.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	48.63	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	699.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	10.29	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	(116.76)	DISCOUNT APPLIED	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	968.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	(19.37)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	340.20	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	113.34	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	(9.07)	DISCOUNT APPLIED	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	8,648.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	186.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	(172.96)	DISCOUNT APPLIED	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	811.90	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	43.00	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	811.90	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	43.00	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	(32.48)	DISCOUNT APPLIED	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	8,054.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	226.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	(80.54)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	1,039.76	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	186.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	(20.80)	DISCOUNT APPLIED	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT

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12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	29,343.30	UTILITIES PARTS ETC	TO PROVIDE PARTS FOR METER INSTALLATION
12/4/2024	FERGUSON ENTERPRISES LLC	ACH04	(586.87)	DISCOUNT APPLIED	TO PROVIDE PARTS FOR METER INSTALLATION
			$ 55,700.15		
12/4/2024	TAMIAMI FORD INC	ACH04	160.02	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/4/2024	TAMIAMI FORD INC	ACH04	337.95	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/4/2024	TAMIAMI FORD INC	ACH04	113.02	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/4/2024	TAMIAMI FORD INC	ACH04	134.07	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 745.06		
12/4/2024	CITY OF NAPLES	ACH04	125,000.00	REMITTANCES PRIVATE ORGANIZATIONS	INTERLOCAL AGREEMENT GOVERNING RECIPROCAL CITY/COUNTY BEACH
			$ 125,000.00		
12/4/2024	ATKINSREALIS USA INC	ACH04	20,103.02	IMPROVEMENTS GENERAL	REQUIRED CAPITAL PROJECT OVERSIGHT
12/4/2024	ATKINSREALIS USA INC	ACH04	5,025.76	IMPROVEMENTS GENERAL	REQUIRED CAPITAL PROJECT OVERSIGHT
			$ 25,128.78		
12/4/2024	CITY OF MARCO ISLAND	ACH04	526.48	WATER AND SEWER	SUPPORT SERVICE DELIVERY
12/4/2024	CITY OF MARCO ISLAND	ACH04	533.74	WATER AND SEWER	SUPPORT SERVICE DELIVERY
			$ 1,060.22		
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	3,266.29	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	233.20	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	1,836.32	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	370.98	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	1,235.44	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	393.36	PERSONAL SAFETY EQUIPMENT	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	464.17	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	89.05	PERSONAL SAFETY EQUIPMENT	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	927.04	PERSONAL SAFETY EQUIPMENT	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	24.08	OTHER OPERATING SUPPLIES	EMPLOYEE PRODUCTIVITY
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	52.31	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	8.10	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	278.38	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	235.73	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/4/2024	GRAINGER INDUSTRIAL SUPPLY	ACH04	142.68	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 9,557.13		
12/4/2024	SULPHURIC ACID TRADING CO INC	ACH04	4,285.70	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/4/2024	SULPHURIC ACID TRADING CO INC	ACH04	4,268.70	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 8,554.40		
12/4/2024	CITY OF EVERGLADES CITY	ACH04	150.09	WATER AND SEWER	WATER & SEWAR
			$ 150.09		
12/4/2024	GILLIG LLC	ACH04	354.92	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 354.92		
12/4/2024	FISHER SCIENTIFIC	ACH04	1,595.29	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,595.29		
12/4/2024	DLT SOLUTIONS LLC	ACH04	1,274.49	COMPUTER SOFTWARE	MAINTAIN PROFESSIONAL CERTIFICATION OR KNOWLEDGE
			$ 1,274.49		
12/4/2024	BALD EAGLE TOWING & RECOVERY INC	ACH04	150.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/4/2024	BALD EAGLE TOWING & RECOVERY INC	ACH04	150.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/4/2024	BALD EAGLE TOWING & RECOVERY INC	ACH04	150.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 450.00		
12/4/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH04	14,428.05	OTHER CONTRACTUAL SERVICES	MOWING ALONG CANALS PUBLIC SAFETY
			$ 14,428.05		
12/4/2024	PACE ANALYTICAL SERVICES INC	ACH04	76.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/4/2024	PACE ANALYTICAL SERVICES INC	ACH04	456.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/4/2024	PACE ANALYTICAL SERVICES INC	ACH04	532.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/4/2024	PACE ANALYTICAL SERVICES INC	ACH04	532.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 1,596.00		
12/4/2024	DAVIDSON ENGINEERING INC	ACH04	1,833.75	ENGINEERING FEES	CONCEPTUAL PLANNING, DESIGN, CONSULTING AND ANALYSIS
			$ 1,833.75		
12/4/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH04	12,386.79	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/4/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH04	11,281.17	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 23,667.96		
12/4/2024	BLACKSTONE AUDIO INC	ACH04	121.62	BOOKS- AV AND NON-BOOK	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 121.62		
12/4/2024	PALMDALE OIL COMPANY	ACH04	18,219.58	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/4/2024	PALMDALE OIL COMPANY	ACH04	4,773.03	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 22,992.61		
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	16,263.93	ENGINEERING FEES	CEI SERVICES FOR COUNTY OWNED PROJECT
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	5,157.72	ENGINEERING FEES	CEI SERVICES FOR COUNTY OWNED PROJECT
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	2,043.85	ENGINEERING FEES	CEI SERVICES FOR COUNTY OWNED PROJECT
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	1,215.75	ENGINEERING FEES	OPERATING AND MAINTAINING CRITICAL FACILITIES

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12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	36.50	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	2,145.00	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	825.00	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	1,980.00	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	330.00	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	495.00	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	109.50	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	1,173.25	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	990.00	OTHER CONTRACTUAL SERVICES	IAN
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	109.50	ENGINEERING FEES DESIGN	HURRICANE IAN PROJECT TEMP. PROJECT MANAGEMENT STAFF
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	36.50	ENGINEERING FEES DESIGN	HURRICANE IAN PROJECT TEMP. PROJECT MANAGEMENT STAFF
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	36.50	ENGINEERING FEES DESIGN	HURRICANE IAN PROJECT TEMP. PROJECT MANAGEMENT STAFF
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	696.00	ENGINEERING FEES DESIGN	HURRICANE IAN PROJECT TEMP. PROJECT MANAGEMENT STAFF
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	825.00	ENGINEERING FEES DESIGN	HURRICANE IAN PROJECT TEMP. PROJECT MANAGEMENT STAFF
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	660.00	ENGINEERING FEES DESIGN	HURRICANE IAN PROJECT TEMP. PROJECT MANAGEMENT STAFF
12/4/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH04	660.00	ENGINEERING FEES DESIGN	HURRICANE IAN PROJECT TEMP. PROJECT MANAGEMENT STAFF
			$ 35,789.00		
12/4/2024	RUPERTO ARTEAGA	ACH04	793.00	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 793.00		
12/4/2024	LEO'S SOD, LLC	ACH04	392.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
			$ 392.00		
12/4/2024	ESKILLZ CORP	ACH04	1,760.03	OTHER PROFESSIONAL FEES	ONGOING CSOD OPTIMIZATION & CONSULTING SERV
			$ 1,760.03		
12/4/2024	KEYSTAFF INC	ACH04	855.45	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	98.47	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	954.05	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR PSC
12/4/2024	KEYSTAFF INC	ACH04	1,308.25	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	3,307.37	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	1,559.39	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	1,419.85	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	352.44	TEMPORARY LABOR	MAINTAIN AIRPORT STAFFING NEEDS
12/4/2024	KEYSTAFF INC	ACH04	1,163.66	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/4/2024	KEYSTAFF INC	ACH04	1,502.00	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR OPERATIONAL NEEDS
12/4/2024	KEYSTAFF INC	ACH04	3,656.40	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	1,184.40	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/4/2024	KEYSTAFF INC	ACH04	864.00	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/4/2024	KEYSTAFF INC	ACH04	288.00	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/4/2024	KEYSTAFF INC	ACH04	883.90	OTHER CONTRACTUAL SERVICES	TEMPORARY HELP FOR COUNTY
12/4/2024	KEYSTAFF INC	ACH04	1,432.80	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK DIVISION
12/4/2024	KEYSTAFF INC	ACH04	1,493.51	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT APPLICATIONS DIVISION
12/4/2024	KEYSTAFF INC	ACH04	1,882.08	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/4/2024	KEYSTAFF INC	ACH04	2,364.00	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/4/2024	KEYSTAFF INC	ACH04	1,087.37	TEMPORARY LABOR	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
12/4/2024	KEYSTAFF INC	ACH04	1,024.64	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	944.00	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	984.26	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	743.29	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	576.41	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	1,843.20	TEMPORARY LABOR	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/4/2024	KEYSTAFF INC	ACH04	1,028.16	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	857.14	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	702.76	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	1,161.58	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK @ MERCANTILE
12/4/2024	KEYSTAFF INC	ACH04	1,205.96	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	518.60	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/4/2024	KEYSTAFF INC	ACH04	2,065.06	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/4/2024	KEYSTAFF INC	ACH04	991.20	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	962.88	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	1,045.60	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/4/2024	KEYSTAFF INC	ACH04	3,401.63	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	2,435.81	OTHER CONTRACTUAL SERVICES	MAINTAIN COASTAL ZONE OPERATIONS AND SERVICES
12/4/2024	KEYSTAFF INC	ACH04	1,429.96	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	31.08	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	313.41	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	313.41	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	1,746.69	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	151.70	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	20.59	TEMPORARY LABOR	SUPPORT CHS OPERATIONS

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12/4/2024	KEYSTAFF INC	ACH04	412.94	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	1,059.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	883.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	489.38	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	488.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	1,409.28	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/4/2024	KEYSTAFF INC	ACH04	894.96	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/4/2024	KEYSTAFF INC	ACH04	598.56	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/4/2024	KEYSTAFF INC	ACH04	619.20	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/4/2024	KEYSTAFF INC	ACH04	468.96	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/4/2024	KEYSTAFF INC	ACH04	480.00	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/4/2024	KEYSTAFF INC	ACH04	838.54	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	2,605.36	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/4/2024	KEYSTAFF INC	ACH04	2,973.74	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	839.93	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	1,875.25	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/4/2024	KEYSTAFF INC	ACH04	1,254.72	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/4/2024	KEYSTAFF INC	ACH04	2,618.28	TEMPORARY LABOR	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/4/2024	KEYSTAFF INC	ACH04	1,085.60	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/4/2024	KEYSTAFF INC	ACH04	2,112.00	TEMPORARY LABOR	PROVIDE NECESSARY STAFF TO PU TECH SUPPORT TEAM
12/4/2024	KEYSTAFF INC	ACH04	2,107.81	TEMPORARY LABOR	MAINTAIN AIRPORT STAFFING NEEDS
12/4/2024	KEYSTAFF INC	ACH04	649.30	TEMPORARY LABOR	CONTRACT LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	9.76	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/4/2024	KEYSTAFF INC	ACH04	1,279.04	TEMPORARY LABOR	PROMOTE, MARKET, ADV. IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/4/2024	KEYSTAFF INC	ACH04	963.12	TEMPORARY LABOR	OFFICE SUPPORT FOR THE IMMOKALEE CRA
12/4/2024	KEYSTAFF INC	ACH04	3,214.61	OTHER CONTRACTUAL SERVICES	MAINTAIN STAFFING NEEDS FOR TRAFFIC OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	13,783.15	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	7,088.42	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/4/2024	KEYSTAFF INC	ACH04	1,081.60	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/4/2024	KEYSTAFF INC	ACH04	3,520.32	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/4/2024	KEYSTAFF INC	ACH04	351.25	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	649.52	TEMPORARY LABOR	SUPPORT STAFF FOR EMS TRAINING DEPARTMENT
12/4/2024	KEYSTAFF INC	ACH04	4,354.92	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/4/2024	KEYSTAFF INC	ACH04	1,000.00	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/4/2024	KEYSTAFF INC	ACH04	4,457.91	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/4/2024	KEYSTAFF INC	ACH04	4,406.35	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/4/2024	KEYSTAFF INC	ACH04	4,338.18	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/4/2024	KEYSTAFF INC	ACH04	350.00	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	3,536.39	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/4/2024	KEYSTAFF INC	ACH04	10,484.83	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/4/2024	KEYSTAFF INC	ACH04	14,764.71	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/4/2024	KEYSTAFF INC	ACH04	417.33	TEMPORARY LABOR	MAINTAIN LIBRARY OPERATIONS
12/4/2024	KEYSTAFF INC	ACH04	772.90	TEMPORARY LABOR	EMPLOYMENT SERVICES
12/4/2024	KEYSTAFF INC	ACH04	18,388.61	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	9,911.04	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	1,146.80	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/4/2024	KEYSTAFF INC	ACH04	914.28	TEMPORARY LABOR	SUPPORT STAFF FOR EMS SUPPLY WAREHOUSE
			$ 192,107.06		
12/4/2024	AVFUEL CORP.	ACH04	20,554.41	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/4/2024	AVFUEL CORP.	ACH04	20,515.42	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 41,069.83		
12/4/2024	VALIENTE BUILDERS LLC	ACH04	131.32	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/4/2024	VALIENTE BUILDERS LLC	ACH04	136.89	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/4/2024	VALIENTE BUILDERS LLC	ACH04	279.34	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/4/2024	VALIENTE BUILDERS LLC	ACH04	322.14	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/4/2024	VALIENTE BUILDERS LLC	ACH04	868.47	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 1,738.16		
12/4/2024	MHP BEMBRIDGE LLC	ACH04	893,826.24	REMITTANCES PRIVATE ORGANIZATIONS	REIMBURSE GRANT ELIGIBLE ACTIVITY
			$ 893,826.24		
12/4/2024	CLERK OF COURTS	WIR04	1,052.07	BANK FEES	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES
			$ 1,052.07		
12/4/2024	JOHNSON ENGINEERING LLC	WIR04	2,245.25	ENGINEERING FEES	DESIGN SVC ARE NEEDED TO BE ABLE TO PERFORM CONSTRUCTION
			$ 2,245.25		
12/4/2024	DIAMONDE	WIR04	10,000.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION TO PROMOTE TOURISM IN CC
			$ 10,000.00		
12/4/2024	NAVITUS HEALTH SOLUTIONS LLC	WIR04	504,600.38	INSURANCE CLAIMS	PROVIDE PRESCRIPTION MEDS THROUGH A PHARM BENEFIT PROGRAM
			$ 504,600.38		
12/5/2024	HABITAT FOR HUMANITY OF	225991	762.00	DISASTER ASSISTANCE	CARES RELIEF

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 762.00		
12/5/2024	WELLS FARGO HOME MORTGAGE	225992	1,656.83	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,656.83		
12/5/2024	WELLS FARGO HOME MORTGAGE	225993	1,606.76	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,606.76		
12/5/2024	AIM ENGINEERING & SURVEYING INC	ACH05	35,689.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	AIM ENGINEERING & SURVEYING INC	ACH05	35,689.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	AIM ENGINEERING & SURVEYING INC	ACH05	3,568.90	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	AIM ENGINEERING & SURVEYING INC	ACH05	3,568.90	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	AIM ENGINEERING & SURVEYING INC	ACH05	3,122.79	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	AIM ENGINEERING & SURVEYING INC	ACH05	3,122.79	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	AIM ENGINEERING & SURVEYING INC	ACH05	2,230.56	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	AIM ENGINEERING & SURVEYING INC	ACH05	2,230.56	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 89,222.50		
12/5/2024	ALLIED UNIVERSAL CORPORATION	ACH05	19,536.00	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/5/2024	ALLIED UNIVERSAL CORPORATION	ACH05	7,703.08	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 27,239.08		
12/5/2024	AIRBUS HELICOPTERS INC	ACH05	6,214.63	AVIATION R AND M	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT
			$ 6,214.63		
12/5/2024	B&I CONTRACTORS INC	ACH05	1,437.50	HVAC CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/5/2024	B&I CONTRACTORS INC	ACH05	1,380.79	HVAC CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/5/2024	B&I CONTRACTORS INC	ACH05	5,794.70	HVAC CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 8,612.99		
12/5/2024	DEANGELIS DIAMOND CONSTRUCTION LLC	ACH05	62,389.50	CONSTRUCTION MANAGEMENT FEES	MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 62,389.50		
12/5/2024	FASTENAL	ACH05	58.85	TRAFFIC SIGNS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 58.85		
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	264.85	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	35.28	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	2,659.36	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	354.24	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	2,313.42	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	308.16	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	2,735.03	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	364.32	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	771.08	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	119.52	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	4,013.78	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	620.64	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	3,914.78	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/5/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH05	606.24	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 19,080.70		
12/5/2024	GROUND ZERO LANDSCAPING SERVICES	ACH05	1,612.92	LANDSCAPE INCIDENTALS	PROVIDE GROUNDS MAINTENANCE WITHIN THE FOREST LAKES MSTU
			$ 1,612.92		
12/5/2024	JSFM INC	ACH05	7,951.10	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 7,951.10		
12/5/2024	Q GRADY MINOR & ASSOCIATES PA	ACH05	22,378.75	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/5/2024	Q GRADY MINOR & ASSOCIATES PA	ACH05	6,627.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/5/2024	Q GRADY MINOR & ASSOCIATES PA	ACH05	14,867.90	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/5/2024	Q GRADY MINOR & ASSOCIATES PA	ACH05	3,910.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/5/2024	Q GRADY MINOR & ASSOCIATES PA	ACH05	9,895.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
			$ 57,679.15		
12/5/2024	TAMIAMI FORD INC	ACH05	9.66	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/5/2024	TAMIAMI FORD INC	ACH05	17.55	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/5/2024	TAMIAMI FORD INC	ACH05	759.35	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/5/2024	TAMIAMI FORD INC	ACH05	91,671.33	AUTOS AND TRUCKS	MOTORPOOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM
			$ 92,457.89		
12/5/2024	CITY OF NAPLES	ACH05	125,000.00	REMITTANCES PRIVATE ORGANIZATIONS	INTERLOCAL AGREEMENT GOVERNING RECIPROCAL CITY/COUNTY BEACH
			$ 125,000.00		
12/5/2024	SHENANDOAH GENERAL CONSTRUCTION	ACH05	27,525.06	OTHER CONTRACTUAL SERVICES	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY
			$ 27,525.06		
12/5/2024	BUSINESS ONE TAS INC	ACH05	254.00	OTHER CONTRACTUAL SERVICES	ANSWERING SERVICES FOR AFTER HOURS PUBLIC ISSUES.
			$ 254.00		
12/5/2024	CITY OF MARCO ISLAND	ACH05	73,409.19	BULK WATER	PROVIDE BULK WATER TO GOODLAND WATER DISTRICT
			$ 73,409.19		
12/5/2024	CAROLLO ENGINEERS INC	ACH05	4,921.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	868.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	868.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/5/2024	CAROLLO ENGINEERS INC	ACH05	871.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	2,126.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	2,126.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	2,552.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	1,324.61	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	596.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	298.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	298.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	57,758.27	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/5/2024	CAROLLO ENGINEERS INC	ACH05	57,758.27	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
			$ 132,365.15		
12/5/2024	GRAINGER INDUSTRIAL SUPPLY	ACH05	478.87	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/5/2024	GRAINGER INDUSTRIAL SUPPLY	ACH05	228.65	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/5/2024	GRAINGER INDUSTRIAL SUPPLY	ACH05	183.99	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/5/2024	GRAINGER INDUSTRIAL SUPPLY	ACH05	228.96	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
			$ 1,120.47		
12/5/2024	CITY OF EVERGLADES CITY	ACH05	269.86	WATER AND SEWER	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 269.86		
12/5/2024	REXEL USA INC	ACH05	1,208.46	ELECTRICAL SUPPLIER	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/5/2024	REXEL USA INC	ACH05	214.60	ELECTRICAL SUPPLIER	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,423.06		
12/5/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH05	245.02	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING SERVICES FOR GGWWTP
			$ 245.02		
12/5/2024	PACE ANALYTICAL SERVICES INC	ACH05	26.54	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/5/2024	PACE ANALYTICAL SERVICES INC	ACH05	58.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/5/2024	PACE ANALYTICAL SERVICES INC	ACH05	810.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 894.54		
12/5/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH05	3,154.02	TRASH AND GARBAGE DISPOSAL	SOLID WASTE REMOVAL TO MAINTAIN COUNTY FACILITY
			$ 3,154.02		
12/5/2024	DAVIDSON ENGINEERING INC	ACH05	5,968.00	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/5/2024	DAVIDSON ENGINEERING INC	ACH05	663.00	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/5/2024	DAVIDSON ENGINEERING INC	ACH05	2,181.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/5/2024	DAVIDSON ENGINEERING INC	ACH05	272.00	IMPROVEMENTS GENERAL	PUBLIC SAFETY
12/5/2024	DAVIDSON ENGINEERING INC	ACH05	1,360.00	IMPROVEMENTS GENERAL	PUBLIC SAFETY
12/5/2024	DAVIDSON ENGINEERING INC	ACH05	128.00	IMPROVEMENTS GENERAL	PUBLIC SAFETY
			$ 10,572.00		
12/5/2024	TRC WORLDWIDE ENGINEERING INC	ACH05	3,449.50	ENGINEERING FEES	SUPPORT SERVICE DELIVERY
			$ 3,449.50		
12/5/2024	PALMDALE OIL COMPANY	ACH05	588.49	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/5/2024	PALMDALE OIL COMPANY	ACH05	15,724.30	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/5/2024	PALMDALE OIL COMPANY	ACH05	2,440.22	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/5/2024	PALMDALE OIL COMPANY	ACH05	3,159.09	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 21,912.10		
12/5/2024	ALLEGIANCE BENEFIT PLAN MANAGEMENT	ACH05	5,452.00	INSURANCE ADMINISTRATION FEES	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
			$ 5,452.00		
12/5/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH05	1,950.81	ELECTRICAL CONTRACTORS	SAFETY ON PLAYING FIELDS
			$ 1,950.81		
12/5/2024	BIBLIOTHECA LLC	ACH05	50,243.40	OTHER CONTRACTUAL SERVICES	SUPPORT LIBRARY OPERATIONS AND SERVICES
			$ 50,243.40		
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	70,984.55	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	56,800.40	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	83,226.35	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	83,226.35	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	64,915.79	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	28,844.68	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	17,660.49	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	10,736.09	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	10,736.09	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	21,357.26	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	49.38	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	47,585.85	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	47,585.85	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	527.05	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	252,107.05	ADA PARA-TRANSIT	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	63,776.00	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/5/2024	MV CONTRACT TRANSPORTATION INC	ACH05	7,086.22	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
			$ 867,205.45		
12/5/2024	PROPIO LS LLC	ACH05	75.00	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY

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			$ 75.00		
12/5/2024	MAINSCAPE INC	ACH05	19,379.77	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/5/2024	MAINSCAPE INC	ACH05	2,965.10	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
			$ 22,344.87		
12/5/2024	JACOBS ENGINEERING GROUP INC	ACH05	1,622.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/5/2024	JACOBS ENGINEERING GROUP INC	ACH05	3,054.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/5/2024	JACOBS ENGINEERING GROUP INC	ACH05	1,428.00	OTHER CONTRACTUAL SERVICES	FOR THE LONG RANGE TRANSPORTATION PLAN
12/5/2024	JACOBS ENGINEERING GROUP INC	ACH05	1,535.10	OTHER CONTRACTUAL SERVICES	FOR THE LONG RANGE TRANSPORTATION PLAN
12/5/2024	JACOBS ENGINEERING GROUP INC	ACH05	174.94	OTHER CONTRACTUAL SERVICES	FOR THE LONG RANGE TRANSPORTATION PLAN
12/5/2024	JACOBS ENGINEERING GROUP INC	ACH05	5,373.60	OTHER CONTRACTUAL SERVICES	FOR THE LONG RANGE TRANSPORTATION PLAN
12/5/2024	JACOBS ENGINEERING GROUP INC	ACH05	18,536.96	OTHER CONTRACTUAL SERVICES	FOR THE LONG RANGE TRANSPORTATION PLAN
12/5/2024	JACOBS ENGINEERING GROUP INC	ACH05	14,597.40	OTHER CONTRACTUAL SERVICES	FOR THE LONG RANGE TRANSPORTATION PLAN
			$ 46,322.25		
12/5/2024	KEYSTAFF INC	ACH05	1,476.74	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/5/2024	KEYSTAFF INC	ACH05	4,767.71	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/5/2024	KEYSTAFF INC	ACH05	4,549.46	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/5/2024	KEYSTAFF INC	ACH05	5,212.97	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/5/2024	KEYSTAFF INC	ACH05	1,285.39	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/5/2024	KEYSTAFF INC	ACH05	642.69	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/5/2024	KEYSTAFF INC	ACH05	140.76	OTHER CONTRACTUAL SERVICES	ASSIST WITH THE COUNTY BRIDGE PROGRAM
12/5/2024	KEYSTAFF INC	ACH05	1,152.02	OTHER CONTRACTUAL SERVICES	ASSIST WITH THE COUNTY BRIDGE PROGRAM
			$ 19,227.74		
12/5/2024	HIGH SOURCES INC	ACH05	153.00	CUSTODIAL SERVICES OUTSIDE VENDORS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/5/2024	HIGH SOURCES INC	ACH05	81.00	CUSTODIAL SERVICES OUTSIDE VENDORS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/5/2024	HIGH SOURCES INC	ACH05	153.00	CUSTODIAL SERVICES OUTSIDE VENDORS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 387.00		
12/5/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH05	1,414.15	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
			$ 1,414.15		
12/5/2024	VALIENTE BUILDERS LLC	ACH05	1,530.33	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 1,530.33		
12/5/2024	CLERK OF COURTS	WIR05	517.50	CLERKS RECORDING FEES ETC	RECORD ORDER FOR CODE ENFORCEMENT
12/5/2024	CLERK OF COURTS	WIR05	130.00	CLERKS RECORDING FEES ETC	RECORD RELEASE FOR CODE ENFORCEMENT
12/5/2024	CLERK OF COURTS	WIR05	20.00	CLERKS RECORDING FEES ETC	RECORD RELEASE FOR CODE ENFORCEMENT
12/5/2024	CLERK OF COURTS	WIR05	30.00	CLERKS RECORDING FEES ETC	RECORD RELEASE FOR CODE ENFORCEMENT
12/5/2024	CLERK OF COURTS	WIR05	27.00	CLERKS RECORDING FEES ETC	RECORD ORDER FOR CODE ENFORCEMENT
12/5/2024	CLERK OF COURTS	WIR05	527.50	CLERKS RECORDING FEES ETC	RECORD ORDER FOR CODE ENFORCEMENT
12/5/2024	CLERK OF COURTS	WIR05	35.50	CLERKS RECORDING FEES ETC	RECORD ORDER FOR CODE ENFORCEMENT
12/5/2024	CLERK OF COURTS	WIR05	777.00	CLERKS RECORDING FEES ETC	RECORD ORDER FOR CODE ENFORCEMENT
12/5/2024	CLERK OF COURTS	WIR05	54.00	CLERKS RECORDING FEES ETC	COST ASSOCIATED WITH ACQUIRING LAND
12/5/2024	CLERK OF COURTS	WIR05	62.50	CLERKS RECORDING FEES ETC	COST ASSOCIATED WITH ACQUIRING LAND
12/5/2024	CLERK OF COURTS	WIR05	18.50	CLERKS RECORDING FEES ETC	COST ASSOCIATED WITH ACQUIRING LAND
12/5/2024	CLERK OF COURTS	WIR05	81.00	CLERKS RECORDING FEES ETC	COST ASSOCIATED WITH ACQUIRING LAND
12/5/2024	CLERK OF COURTS	WIR05	27.00	CLERKS RECORDING FEES ETC	COST ASSOCIATED WITH ACQUIRING LAND
12/5/2024	CLERK OF COURTS	WIR05	82.00	CLERKS RECORDING FEES ETC	COST ASSOCIATED WITH ACQUIRING LAND
12/5/2024	CLERK OF COURTS	WIR05	48.20	CLERKS RECORDING FEES ETC	COST ASSOCIATED WITH ACQUIRING LAND
12/5/2024	CLERK OF COURTS	WIR05	1,500.25	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
12/5/2024	CLERK OF COURTS	WIR05	717.10	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
12/5/2024	CLERK OF COURTS	WIR05	461.58	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
12/5/2024	CLERK OF COURTS	WIR05	846.02	BANK FEES	PROVIDE ARMORED CAR SERVICES TO GMCDD
			$ 5,962.65		
12/5/2024	JOHNSON ENGINEERING LLC	WIR05	502.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/5/2024	JOHNSON ENGINEERING LLC	WIR05	5,317.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/5/2024	JOHNSON ENGINEERING LLC	WIR05	8,286.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/5/2024	JOHNSON ENGINEERING LLC	WIR05	8,690.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 22,797.25		
12/5/2024	STEWART TITLE COMPANY	WIR05	31,371.80	LAND CAPITAL OUTLAY	ACQUIRE PUBLIC PRESERVE LAND THROUGH THE CONSERVATION COLLIE
12/5/2024	STEWART TITLE COMPANY	WIR05	47,244.15	LAND CAPITAL OUTLAY	ACQUIRE PUBLIC PRESERVE LAND THROUGH THE CONSERVATION COLLIE
			$ 78,615.95		
12/5/2024	DIAMONDE	WIR05	2,348.42	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION TO PROMOTE TOURISM IN CC
12/5/2024	DIAMONDE	WIR05	3,692.47	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION TO PROMOTE TOURISM IN CC
12/5/2024	DIAMONDE	WIR05	405.10	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION TO PROMOTE TOURISM IN CC
			$ 6,445.99		
12/5/2024	R2T INC	ACHOC	102,563.44	OTHER CONTRACTUAL SERVICES	TO IMPROVE WASTEWATER MASTER PUMP STATION SITE
12/5/2024	R2T INC	ACHOC	18,239.33	OTHER CONTRACTUAL SERVICES	TO IMPROVE WASTEWATER MASTER PUMP STATION SITE
12/5/2024	R2T INC	ACHOC	(6,040.14)	RETAINAGE HELD	TO IMPROVE WASTEWATER MASTER PUMP STATION SITE
			$ 114,762.63		
12/6/2024	COLLIER COUNTY BAR ASSOCIATION	225994	11,991.13	OTHER CONTRACTUAL SERVICES	OCTOBER 2024 LAW LIBRARY
			$ 11,991.13		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/6/2024	COLLIER COUNTY HEALTH DEPARTMENT	225995	93,408.33	REMITTANCES TO AGENCY FOR HEALTH CARE ADMIN	SUPPORT OPERATIONS OF CC HEALTH DEPARTMENT
			$ 93,408.33		
12/6/2024	LCEC	225996	27.18	ELECTRICITY	10/12-11/12/24 1040 WINTERBERRY DR
12/6/2024	LCEC	225996	122.09	ELECTRICITY	10/12-11/12/24 1040 WINTERBERRY DR
12/6/2024	LCEC	225996	122.08	ELECTRICITY	10/12-11/12/24 1040 WINTERBERRY DR
12/6/2024	LCEC	225996	54.36	ELECTRICITY	ELECTRICAL REPAIR SERVICES FOR IMM MSTU AREA
12/6/2024	LCEC	225996	418.83	ELECTRICITY	ELECTRICAL REPAIR SERVICES FOR IMM MSTU AREA
12/6/2024	LCEC	225996	27.18	ELECTRICITY	ELECTRICAL REPAIR SERVICES FOR IMM MSTU AREA
12/6/2024	LCEC	225996	2,288.34	ELECTRICITY	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
12/6/2024	LCEC	225996	821.02	ELECTRICITY	ELECTRICAL SERVICE FOR PARKS
12/6/2024	LCEC	225996	28.27	ELECTRICITY	ELECTRICAL SERVICE FOR PARKS
12/6/2024	LCEC	225996	1,734.86	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/6/2024	LCEC	225996	811.13	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/6/2024	LCEC	225996	7,633.17	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
			$ 14,088.51		
12/6/2024	FLORIDA POWER & LIGHT	225997	26.87	ELECTRICITY	COMMUNITY BEAUTIFICATION
12/6/2024	FLORIDA POWER & LIGHT	225997	28.09	ELECTRICITY	COMMUNITY BEAUTIFICATION
12/6/2024	FLORIDA POWER & LIGHT	225997	26.31	ELECTRICITY	COMMUNITY BEAUTIFICATION
12/6/2024	FLORIDA POWER & LIGHT	225997	386.44	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/6/2024	FLORIDA POWER & LIGHT	225997	46.19	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/6/2024	FLORIDA POWER & LIGHT	225997	51.55	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/6/2024	FLORIDA POWER & LIGHT	225997	74.06	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/6/2024	FLORIDA POWER & LIGHT	225997	47.64	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/6/2024	FLORIDA POWER & LIGHT	225997	41.02	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/6/2024	FLORIDA POWER & LIGHT	225997	104.22	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/6/2024	FLORIDA POWER & LIGHT	225997	34.82	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/6/2024	FLORIDA POWER & LIGHT	225997	367.28	ELECTRICITY	COMMUNITY BEAUTIFICATION
12/6/2024	FLORIDA POWER & LIGHT	225997	248.63	ELECTRICITY	UTILITIES FOR EMS STATION
12/6/2024	FLORIDA POWER & LIGHT	225997	562.26	ELECTRICITY	UTILITIES FOR EMS STATION
12/6/2024	FLORIDA POWER & LIGHT	225997	309.84	ELECTRICITY	UTILITIES FOR EMS STATION
12/6/2024	FLORIDA POWER & LIGHT	225997	28.03	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/6/2024	FLORIDA POWER & LIGHT	225997	7,658.13	ELECTRICITY	OPERATE & MAINTAIN WATER AND WASTEWATER TREATMENT PLANT
12/6/2024	FLORIDA POWER & LIGHT	225997	143.38	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/6/2024	FLORIDA POWER & LIGHT	225997	31.90	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/6/2024	FLORIDA POWER & LIGHT	225997	35.41	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/6/2024	FLORIDA POWER & LIGHT	225997	110.29	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/6/2024	FLORIDA POWER & LIGHT	225997	32,997.68	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/6/2024	FLORIDA POWER & LIGHT	225997	107.13	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/6/2024	FLORIDA POWER & LIGHT	225997	73.77	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	3,539.21	ELECTRICITY	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/6/2024	FLORIDA POWER & LIGHT	225997	25.66	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/6/2024	FLORIDA POWER & LIGHT	225997	26.07	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	69.52	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	26.28	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	26.15	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	28.78	ELECTRICITY	OPERATE & MAINTAIN DISTRIBUTION FOR THE WATER DISTRICT
12/6/2024	FLORIDA POWER & LIGHT	225997	45.29	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	30.01	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	26.02	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	58.48	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	54.82	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	26.28	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	5.83	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/6/2024	FLORIDA POWER & LIGHT	225997	13.66	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/6/2024	FLORIDA POWER & LIGHT	225997	23.41	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/6/2024	FLORIDA POWER & LIGHT	225997	1,338.59	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/6/2024	FLORIDA POWER & LIGHT	225997	578.89	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	11,574.12	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/6/2024	FLORIDA POWER & LIGHT	225997	31.02	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/6/2024	FLORIDA POWER & LIGHT	225997	845.00	ELECTRICITY	NEEDED FOR KEEPING THE PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	85.15	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	179.39	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	24.29	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/6/2024	FLORIDA POWER & LIGHT	225997	27.58	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	851.85	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	1,990.12	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	28.09	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/6/2024	FLORIDA POWER & LIGHT	225997	803.25	ELECTRICITY	SUPPORT SERVICE DELIVERY

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12/6/2024	FLORIDA POWER & LIGHT	225997	208.98	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/6/2024	FLORIDA POWER & LIGHT	225997	172.91	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/6/2024	FLORIDA POWER & LIGHT	225997	2,876.99	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/6/2024	FLORIDA POWER & LIGHT	225997	5,435.28	ELECTRICITY	ELECTRICAL FOR DAS
12/6/2024	FLORIDA POWER & LIGHT	225997	25.98	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	2,912.80	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	31.79	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/6/2024	FLORIDA POWER & LIGHT	225997	76.52	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/6/2024	FLORIDA POWER & LIGHT	225997	32.04	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/6/2024	FLORIDA POWER & LIGHT	225997	128.23	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	26.15	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	899.19	ELECTRICITY	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
12/6/2024	FLORIDA POWER & LIGHT	225997	2,560.65	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	1,936.45	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	4,447.66	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/6/2024	FLORIDA POWER & LIGHT	225997	692.28	ELECTRICITY	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
12/6/2024	FLORIDA POWER & LIGHT	225997	651.97	ELECTRICITY	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
12/6/2024	FLORIDA POWER & LIGHT	225997	44.84	ELECTRICITY	OPERATION OF COUNTY FACILITIES
12/6/2024	FLORIDA POWER & LIGHT	225997	957.21	ELECTRICITY	SUPPORT SERVICES DELIVERY
12/6/2024	FLORIDA POWER & LIGHT	225997	2,947.22	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
			$ 92,988.89		
12/6/2024	VERIZON WIRELESS	225998	194.16	CELLULAR TELEPHONE	PROVIDE CELLPHONE SERVICE TO PTNE STAFF
12/6/2024	VERIZON WIRELESS	225998	75.81	CELLULAR TELEPHONE	PROVIDE CELLPHONE SERVICE TO PTNE STAFF
12/6/2024	VERIZON WIRELESS	225998	155.41	CELLULAR TELEPHONE	PROVIDE CELLPHONE SERVICE TO PTNE STAFF
12/6/2024	VERIZON WIRELESS	225998	36.79	CELLULAR TELEPHONE	PROVIDE CELLPHONE SERVICE TO PTNE STAFF
12/6/2024	VERIZON WIRELESS	225998	224.36	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	147.41	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	36.48	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	37.74	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	36.54	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	45.44	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	887.16	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	36.42	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	37.05	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	464.06	CELLULAR TELEPHONE	EMPLOYEE PRODUCTIVITY
12/6/2024	VERIZON WIRELESS	225998	1,082.81	CELLULAR TELEPHONE	EMPLOYEE PRODUCTIVITY
12/6/2024	VERIZON WIRELESS	225998	241.14	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	1,010.95	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	195.81	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	79.02	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	38.93	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	76.07	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	190.42	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	243.84	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	41.14	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	82.51	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	38.42	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	396.60	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	346.82	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	259.27	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	362.11	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	263.59	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	560.85	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	1,631.62	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	282.24	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	3,354.81	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	499.19	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	1.01	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	193.81	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	90.88	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	230.55	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	147.93	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	36.67	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	42.21	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	36.48	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	1,352.07	CELLULAR TELEPHONE	SUPPORT CHS OPERATIONS
12/6/2024	VERIZON WIRELESS	225998	89.65	CELLULAR TELEPHONE	MAINTAIN COMMUNICATION WITH KEY EMPLOYEES WHILE ON THE FIELD
12/6/2024	VERIZON WIRELESS	225998	357.73	CELLULAR TELEPHONE	MAINTAIN COMMUNICATION WITH KEY EMPLOYEES WHILE ON THE FIELD

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12/6/2024	VERIZON WIRELESS	225998	7.02	SIGNAL REPAIRS AND MAINTENANCE	TO MAINTAIN TRAFFIC OPERATIONS
12/6/2024	VERIZON WIRELESS	225998	74.18	CELLULAR TELEPHONE	PROVIDE OFFSITE COMMUNICATION CAPABILITY FOR UEX STAFF
12/6/2024	VERIZON WIRELESS	225998	102.07	CELLULAR TELEPHONE	CELLULAR SERVICE FOR CFMS
12/6/2024	VERIZON WIRELESS	225998	103.02	CELLULAR TELEPHONE	CELL PHONE SERVICE FOR IMM CRA STAFF
12/6/2024	VERIZON WIRELESS	225998	234.68	CELLULAR TELEPHONE	MAINTAIN CMO OPERATIONS, SERVICES, AND COMMUNICATION
12/6/2024	VERIZON WIRELESS	225998	36.60	CELLULAR TELEPHONE	MAINTAIN CMO OPERATIONS, SERVICES, AND COMMUNICATION
12/6/2024	VERIZON WIRELESS	225998	199.25	CELLULAR TELEPHONE	COMMUNICATIONS
12/6/2024	VERIZON WIRELESS	225998	73.28	CELLULAR TELEPHONE	COMMUNICATIONS
12/6/2024	VERIZON WIRELESS	225998	40.08	CELLULAR TELEPHONE	COMMUNICATIONS
12/6/2024	VERIZON WIRELESS	225998	114.58	CELLULAR TELEPHONE	COMMUNICATIONS
12/6/2024	VERIZON WIRELESS	225998	41.74	CELLULAR TELEPHONE	COMMUNICATIONS
12/6/2024	VERIZON WIRELESS	225998	37.23	CELLULAR TELEPHONE	COMMUNICATIONS
12/6/2024	VERIZON WIRELESS	225998	144.28	CELLULAR TELEPHONE	SUPPORT SERVICE DELIVERY
12/6/2024	VERIZON WIRELESS	225998	432.84	CELLULAR TELEPHONE	SUPPORT SERVICE DELIVERY
12/6/2024	VERIZON WIRELESS	225998	672.21	CELLULAR TELEPHONE	COMMUNICATION SERVICES FOR FLEET OPERATIONS
12/6/2024	VERIZON WIRELESS	225998	697.84	CELLULAR TELEPHONE	PROVIDE CELL PHONES TO COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	1,038.63	CELLULAR TELEPHONE	TO MAINTAIN LIBRARY OPERATIONS
12/6/2024	VERIZON WIRELESS	225998	663.76	CELLULAR TELEPHONE	PROVIDE CELL PHONES TO COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	36.07	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	408.59	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	36.07	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	505.08	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	108.21	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	72.14	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	112.15	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	108.21	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	36.07	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	1,262.45	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	1,129.18	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	144.28	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	72.14	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	613.19	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	36.07	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	36.07	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	36.07	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	72.14	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	140.04	CELLULAR TELEPHONE	PROVIDES CONTINUOUS COMPUTER CONNECTION IN FIELD
12/6/2024	VERIZON WIRELESS	225998	3,379.09	CELLULAR TELEPHONE	PROVIDE CELL PHONES TO COUNTY STAFF
12/6/2024	VERIZON WIRELESS	225998	623.21	CELLULAR TELEPHONE	PROVIDE CELL PHONES TO COUNTY STAFF
			$ 29,951.79		
12/6/2024	FLORIDA POWER & LIGHT COMPANY	226028	18,244.44	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 18,244.44		
12/6/2024	FLORIDA POWER & LIGHT COMPANY	226029	28,426.49	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 28,426.49		
12/6/2024	FLORIDA POWER & LIGHT COMPANY	226030	47,232.97	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
			$ 47,232.97		
12/6/2024	FLORIDA POWER & LIGHT COMPANY	226031	62,582.49	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
			$ 62,582.49		
12/6/2024	JOHN MADER ENTERPRISES INC	225999	40,327.10	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/6/2024	JOHN MADER ENTERPRISES INC	225999	273.75	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 40,600.85		
12/6/2024	IMMOKALEE WATER & SEWER DISTRICT	226000	76.39	WATER AND SEWER	IRRIGATION WATER FOR IMM MSTU BEAUTIFICATION AREA
			$ 76.39		
12/6/2024	CINTAS CORPORATION	226001	242.73	CLOTHING AND UNIFORM RENTAL	EMPLOYEE SAFETY
			$ 242.73		
12/6/2024	SOUTHERN HOME CARE SERVICES INC	226002	1,503.81	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	SOUTHERN HOME CARE SERVICES INC	226002	1,103.99	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	SOUTHERN HOME CARE SERVICES INC	226002	799.65	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	SOUTHERN HOME CARE SERVICES INC	226002	617.66	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	SOUTHERN HOME CARE SERVICES INC	226002	1,300.92	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	SOUTHERN HOME CARE SERVICES INC	226002	387.89	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	SOUTHERN HOME CARE SERVICES INC	226002	432.94	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	SOUTHERN HOME CARE SERVICES INC	226002	781.74	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 6,928.60		
12/6/2024	UNITED CEREBRAL PALSY OF SW FLORIDA	226003	13,113.22	REMITTANCES PRIVATE ORGANIZATIONS	TO REIMBURSE ELIGIBLE GRANT ACTIVITIES
			$ 13,113.22		
12/6/2024	GEOSTAR LLC	226004	2.30	TELEPHONE SYSTEM SUPPORT ALLOCATION	TELEPHONE SYSTEM SUPPORT
			$ 2.30		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/6/2024	FPL ASSIST	226032	105.87	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 105.87		
12/6/2024	CSA OCEAN SCIENCES INC	226005	4,177.45	ENGINEERING FEES	MAINTAIN COASTAL ZONE OPERATIONS AND PUBLIC SERVICES
12/6/2024	CSA OCEAN SCIENCES INC	226005	6,754.84	ENGINEERING FEES	MAINTAIN COASTAL ZONE OPERATIONS AND PUBLIC SERVICES
			$ 10,932.29		
12/6/2024	T2 SYSTEMS INC	226006	3,675.66	BANK FEES	SUPPORT SERVICE DELIVERY
			$ 3,675.66		
12/6/2024	BENEVATE INC	226007	4,800.00	COMPUTER SOFTWARE	TO SUPPORT CHS OPERATIONS
			$ 4,800.00		
12/6/2024	WATER RESOURCES MANAGEMENT ASSOCIA	226008	5,169.00	ENGINEERING FEES	SVC NEEDED TO ASSIST WITH CORRECT WATER FLOW
			$ 5,169.00		
12/6/2024	AZUR CART & CAPTIONING	226009	3,969.00	OTHER CONTRACTUAL SERVICES	MAINTAIN COLLIER TV/CCR OPERATIONS; LIVE CAPTIONS
			$ 3,969.00		
12/6/2024	AMAYA SOLUTIONS INC	226010	34,819.20	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 34,819.20		
12/6/2024	SOFTWARE INFORMATION RESOURCE CORP	226011	4,200.00	OTHER CONTRACTUAL SERVICES	SUPPORT CHS OPERATIONS
12/6/2024	SOFTWARE INFORMATION RESOURCE CORP	226011	5,722.50	OTHER CONTRACTUAL SERVICES	SUPPORT CHS OPERATIONS
			$ 9,922.50		
12/6/2024	WRIGHT NATIONAL FLOOD INSURANCE COM	226012	616.00	REINSURANCE PREMIUM	TO PROTECT THE COUNTY PROPERTY AGAINST FLOOD LOSSES
			$ 616.00		
12/6/2024	DIRECTV LLC	226013	631.24	CABLE TV / INTERNET	TV ENTERTAINMENT FOR PATRONS AT THE SPORTS COMPLEX
			$ 631.24		
12/6/2024	DEANGELO CONTRACTING SERVICES LLC	226014	22,912.56	OTHER CONTRACTUAL SERVICES	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
			$ 22,912.56		
12/6/2024	POWER EXTERMINATOR INC.	226015	25.00	PEST CONTROL	PROVIDE MONTHLY PEST CONTROL SERVICES TO COUNTY FACILITIES
12/6/2024	POWER EXTERMINATOR INC.	226015	25.00	PEST CONTROL	PROVIDE MONTHLY PEST CONTROL SERVICES TO COUNTY FACILITIES
12/6/2024	POWER EXTERMINATOR INC.	226015	25.00	PEST CONTROL	PROVIDE MONTHLY PEST CONTROL SERVICES TO COUNTY FACILITIES
			$ 75.00		
12/6/2024	ADVANCED ENVIRONMENTAL LABORATORIES	226016	1,396.50	OTHER CONTRACTUAL SERVICES	PROVIDES LABORATORY SERVICES FOR DRINKING WATER CERTIF. & QC
			$ 1,396.50		
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	91.98	WATER AND SEWER	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL SCALEHOUSE
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	1,222.93	WATER AND SEWER	UTILITIES FOR EMS STATION
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	786.16	WATER AND SEWER	UTILITIES FOR EMS STATION
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	348.86	WATER AND SEWER	UTILITIES FOR EMS STATION
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	111.22	WATER AND SEWER	10/21-11/17/24 EMS/FIRE
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	173.96	ACCOUNTS RECEIVABLE	10/21-11/17/24 EMS/FIRE
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	668.84	WATER AND SEWER	10/24-11/24/24 8075 LELY CULTURAL PKWY
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	845.32	WATER AND SEWER	10/24-11/24/24 8075 LELY CULTURAL PKWY
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	133.28	WATER AND SEWER	10/24-11/24/24 8075 LELY CULTURAL PKWY
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	979.10	WATER AND SEWER	10/24-11/24/24 8075 LELY CULTURAL PKWY
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	326.48	WATER AND SEWER	10/21-11/17/24 SHERIFF
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	1,768.56	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	1,628.20	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	290.21	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	814.76	WATER AND SEWER	WATER AND SEWER UTILITY REQUIREMENT FOR FLEET OPERATIONS
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	2,127.39	WATER AND SEWER	WATER AND WASTEWATER SERVICES FOR DAS
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	481.29	WATER AND SEWER	SUPPORT SERVICES DELIVERY
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	382.43	WATER AND SEWER	FOR WATER FOR THE PARKS
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	173.67	WATER AND SEWER	FOR WATER FOR THE PARKS
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	80.79	WATER AND SEWER	FOR WATER FOR THE PARKS
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	572.45	WATER AND SEWER	SUPPORT SERVICES DELIVERY
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	169.72	WATER AND SEWER	SUPPORT SERVICES DELIVERY
12/6/2024	COLLIER COUNTY UTILITY BILLING	226017	101.75	WATER AND SEWER	SUPPORT SERVICES DELIVERY
			$ 14,279.35		
12/6/2024	WGI, INC	226018	16,462.50	ENGINEERING FEES	WORK TO ASSIST WITH WATER RUNOFF
12/6/2024	WGI, INC	226018	2,237.34	ENGINEERING FEES	WORK TO ASSIST WITH WATER RUNOFF
12/6/2024	WGI, INC	226018	390.00	ENGINEERING FEES	WORK TO ASSIST WITH WATER RUNOFF
12/6/2024	WGI, INC	226018	235.00	ENGINEERING FEES	WORK TO ASSIST WITH WATER RUNOFF
12/6/2024	WGI, INC	226018	12,047.00	ENGINEERING FEES	WORK TO ASSIST WITH WATER RUNOFF
12/6/2024	WGI, INC	226018	24,005.00	ENGINEERING FEES	WORK TO ASSIST WITH WATER RUNOFF
12/6/2024	WGI, INC	226018	125.49	ENGINEERING FEES	WORK TO ASSIST WITH WATER RUNOFF
			$ 55,502.33		
12/6/2024	Rycon Construction, Inc.	226019	71,396.35	OTHER CONTRACTUAL SERVICE	CONSTRUCTION OF NEW EMS STATION IN - GG ESTATES
12/6/2024	Rycon Construction, Inc.	226019	415,173.71	OTHER CONTRACTUAL SERVICE	CONSTRUCTION OF NEW EMS STATION IN - GG ESTATES
12/6/2024	Rycon Construction, Inc.	226019	431,671.15	OTHER CONTRACTUAL SERVICE	CONSTRUCTION OF NEW EMS STATION IN - GG ESTATES
12/6/2024	Rycon Construction, Inc.	226019	(45,912.06)	RETAINAGE HELD	CONSTRUCTION OF NEW EMS STATION IN - GG ESTATES
			$ 872,329.15		
12/6/2024	GANNETT MEDIA CORP.	226033	80.50	LEGAL ADVERTISING	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT

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			$ 80.50		
12/6/2024	GANNETT MEDIA CORP.	226034	206.50	LEGAL ADVERTISING	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 206.50		
12/6/2024	GANNETT MEDIA CORP.	226035	854.70	LEGAL ADVERTISING	PROVIDE LEGAL ADVERTISING SERVICES FOR GMD NORTH
			$ 854.70		
12/6/2024	JDCI ENTERPRISE INC	226020	19,100.00	OTHER MACHINERY AND EQUIPMENT	TRAILER TO TRANSPORT BOATS FROM WATERWAYS DURING BAD WEATHER
			$ 19,100.00		
12/6/2024	WASTE PRO OF FLORIDA INC	226036	748.64	TRASH AND GARBAGE DISPOSAL	BUILDING WASTE SOLUTIONS FOR IMMOKALEE ACCELERATOR
			$ 748.64		
12/6/2024	WASTE PRO OF FLORIDA INC	226037	121.14	TRASH AND GARBAGE DISPOSAL	PICK UP OF SOLID WASTE & RECYCLING
			$ 121.14		
12/6/2024	WASTE PRO OF FLORIDA INC	226038	131.31	TRASH AND GARBAGE DISPOSAL	PROVIDE SERVICES TO COUNTY BUILDINGS
			$ 131.31		
12/6/2024	WASTE PRO OF FLORIDA INC	226039	131.31	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
			$ 131.31		
12/6/2024	WASTE PRO OF FLORIDA INC	226040	131.31	TRASH AND GARBAGE DISPOSAL	PROVIDE SERVICES TO COUNTY BUILDINGS
			$ 131.31		
12/6/2024	Charles S Miller Living Trust	226021	94.23	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 94.23		
12/6/2024	James F. Brys and Betty J. Brys	226022	74.81	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 74.81		
12/6/2024	Kimberly A. Kissel and	226023	104.64	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 104.64		
12/6/2024	Larry O. Fletcher	226024	200.10	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 200.10		
12/6/2024	PAUL A. MONTALTO AND EMILIA F.	226025	10.53	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 10.53		
12/6/2024	Talnuck FL LLC	226026	229.92	REFUNDS	PROVIDE REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 229.92		
12/6/2024	Trustees of the Thomas A. Welch	226027	30.60	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.
			$ 30.60		
12/6/2024	ALLIED UNIVERSAL CORPORATION	ACH06	7,857.08	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/6/2024	ALLIED UNIVERSAL CORPORATION	ACH06	7,633.78	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 15,490.86		
12/6/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH06	3,535.00	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH06	470.88	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH06	3,188.25	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH06	493.20	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 7,687.33		
12/6/2024	ELEVEN ASH INC	ACH06	477.40	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	ELEVEN ASH INC	ACH06	7,733.88	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 8,211.28		
12/6/2024	JM TODD COMPANY	ACH06	3.02	LEASE EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/6/2024	JM TODD COMPANY	ACH06	6.85	LEASE EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/6/2024	JM TODD COMPANY	ACH06	1.13	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/6/2024	JM TODD COMPANY	ACH06	132.50	OFFICE EQUIPMENT R AND M	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/6/2024	JM TODD COMPANY	ACH06	83.01	OFFICE EQUIPMENT R AND M	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/6/2024	JM TODD COMPANY	ACH06	130.27	LEASE EQUIPMENT	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL ENVIRONMENTAL
			$ 356.78		
12/6/2024	JSFM INC	ACH06	15,346.26	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	JSFM INC	ACH06	8,647.50	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	JSFM INC	ACH06	3,079.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	JSFM INC	ACH06	1,459.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	JSFM INC	ACH06	2,919.15	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	JSFM INC	ACH06	24.48	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	JSFM INC	ACH06	3,399.99	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 34,875.38		
12/6/2024	MIDWEST TAPE EXCHANGE	ACH06	971.58	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/6/2024	MIDWEST TAPE EXCHANGE	ACH06	1,377.95	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/6/2024	MIDWEST TAPE EXCHANGE	ACH06	1,450.96	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
			$ 3,800.49		
12/6/2024	OFDC COMMERCIAL INTERIORS, INC.	ACH06	9,137.16	OTHER CONTRACTUAL SERVICES	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
12/6/2024	OFDC COMMERCIAL INTERIORS, INC.	ACH06	7,390.00	OTHER CONTRACTUAL SERVICES	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
			$ 16,527.16		
12/6/2024	THE SHERWIN WILLIAMS COMPANY	ACH06	200.63	PAINTING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 200.63		
12/6/2024	SUNSHINE ACE HARDWARE INC	ACH06	46.75	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/6/2024	SUNSHINE ACE HARDWARE INC	ACH06	17.98	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER

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			$ 64.73		
12/6/2024	BRENNTAG MID SOUTH INC	ACH06	7,915.59	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/6/2024	BRENNTAG MID SOUTH INC	ACH06	7,922.23	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 15,837.82		
12/6/2024	TAMIAMI FORD INC	ACH06	1,075.94	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/6/2024	TAMIAMI FORD INC	ACH06	186.26	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/6/2024	TAMIAMI FORD INC	ACH06	1,038.36	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/6/2024	TAMIAMI FORD INC	ACH06	56.08	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/6/2024	TAMIAMI FORD INC	ACH06	33.68	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/6/2024	TAMIAMI FORD INC	ACH06	(91.67)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 2,298.65		
12/6/2024	CITY OF NAPLES	ACH06	654.00	BOAT R AND M	CENTRAL HOLDING LOCATION CRITICAL FOR EFFICIENT OPERATIONS
			$ 654.00		
12/6/2024	NR CONTRACTORS INC	ACH06	19,950.00	OTHER CONTRACTUAL SERVICES	AIRPORT MAINTENANCE AND UPKEEP
			$ 19,950.00		
12/6/2024	HACH COMPANY	ACH06	2,449.62	OTHER OPERATING SUPPLIES	OPERATE
12/6/2024	HACH COMPANY	ACH06	30.10	POSTAGE FREIGHT AND UPS	OPERATE
			$ 2,479.72		
12/6/2024	COMCAST	ACH06	208.05	OTHER MISCELLANEOUS SERVICES	TO ENSURE PATIENT PRIVACY OF MEDICAL RECORDS
12/6/2024	COMCAST	ACH06	632.59	TELEPHONE DIRECT LINE	PHONE AND INTERNET SERVICE FOR IMM CRA OFFICE
12/6/2024	COMCAST	ACH06	412.40	CABLE TV / INTERNET	PROVIDE CABLE AND INTERNET SERVICE FOR GMCDD
12/6/2024	COMCAST	ACH06	138.90	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/6/2024	COMCAST	ACH06	149.70	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
12/6/2024	COMCAST	ACH06	113.85	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
12/6/2024	COMCAST	ACH06	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
12/6/2024	COMCAST	ACH06	136.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
12/6/2024	COMCAST	ACH06	343.22	CABLE TV / INTERNET	PHONE AND INTERNET UF IFAS EXTENSION OFFICE
12/6/2024	COMCAST	ACH06	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
12/6/2024	COMCAST	ACH06	113.85	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
12/6/2024	COMCAST	ACH06	509.61	CABLE TV / INTERNET	PROVIDE INTERNET SERVICE OUTLYING SITES FOR WATER DIST/WF
12/6/2024	COMCAST	ACH06	211.83	CABLE TV / INTERNET	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	COMCAST	ACH06	80.80	CABLE TV / INTERNET	SUPPORTS SERVICE DELIVERY
			$ 3,303.49		
12/6/2024	CITY OF MARCO ISLAND	ACH06	1,498.07	WATER AND SEWER	WATER & SEWAR
			$ 1,498.07		
12/6/2024	GRAINGER INDUSTRIAL SUPPLY	ACH06	237.00	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/6/2024	GRAINGER INDUSTRIAL SUPPLY	ACH06	748.80	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/6/2024	GRAINGER INDUSTRIAL SUPPLY	ACH06	294.06	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 1,279.86		
12/6/2024	SULPHURIC ACID TRADING CO INC	ACH06	4,244.90	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,244.90		
12/6/2024	FISHER SCIENTIFIC	ACH06	376.71	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 376.71		
12/6/2024	BOUND TREE MEDICAL LLC	ACH06	2,405.50	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 2,405.50		
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	142.46	TELEPHONE SYSTEM SUPPORT ALLOCATION	UTILITIES FOR EMS STATION
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	42.34	CABLE TV / INTERNET	FOR COMMUNICATION
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	379.68	TELEPHONE BASE COST	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	454.70	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	77.97	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	71.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	156.10	TELEPHONE DIRECT LINE	COMMUNICATION SERVICES FOR FLEET OPERATIONS
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	286.42	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	154.58	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	519.24	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	124.90	TELEPHONE SYSTEM SUPPORT ALLOCATION	MONTHLY PHONE SERVICE AT PEPPER RANCH LODGE
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	42.30	CABLE TV / INTERNET	FOR COMMUNICATION
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	126.00	TELEPHONE DIRECT LINE	SUPPORT SERVICES DELIVERY
12/6/2024	CENTURYLINK COMMUNICATIONS LLC	ACH06	75.08	FAX CHARGES	PROVIDE COMMUNICATIONS CAPABILITIES FOR OFFICE
			$ 2,653.00		
12/6/2024	TETRA TECH INC	ACH06	639.00	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/6/2024	TETRA TECH INC	ACH06	481.00	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/6/2024	TETRA TECH INC	ACH06	238.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 1,358.00		
12/6/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH06	245.02	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING SERVICES FOR GGWWTP
12/6/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH06	544.50	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING SERVICES FOR GGWWTP
12/6/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH06	7,606.02	OTHER CONTRACTUAL SERVICES	MOWING ALONG CANALS PUBLIC SAFETY
12/6/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH06	2,232.45	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY PROPERTIES

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			$ 10,627.99		
12/6/2024	PACE ANALYTICAL SERVICES INC	ACH06	24.00	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 24.00		
12/6/2024	ENDRESS & HAUSER INC	ACH06	721.58	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/6/2024	ENDRESS & HAUSER INC	ACH06	717.19	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,438.77		
12/6/2024	VIP AMERICA LLC	ACH06	954.80	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/6/2024	VIP AMERICA LLC	ACH06	15,658.72	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 16,613.52		
12/6/2024	UNITED REFRIGERATION INC	ACH06	441.30	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 441.30		
12/6/2024	PALMDALE OIL COMPANY	ACH06	3,668.35	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 3,668.35		
12/6/2024	ALLEGIANCE BENEFIT PLAN MANAGEMENT	ACH06	4,202.40	INSURANCE ADMINISTRATION FEES	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
12/6/2024	ALLEGIANCE BENEFIT PLAN MANAGEMENT	ACH06	745.28	INSURANCE ADMINISTRATION FEES	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
12/6/2024	ALLEGIANCE BENEFIT PLAN MANAGEMENT	ACH06	66,013.15	INSURANCE ADMINISTRATION FEES	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
			$ 70,960.83		
12/6/2024	WSP USA ENVIRONMENT & INFRASTRUCTUR	ACH06	9,264.75	ENGINEERING FEES DESIGN	WO FOR CCSO SPECIAL OPS CHILLER REPLACEMENT
			$ 9,264.75		
12/6/2024	US WATER SERVICES CORPORATION	ACH06	26,032.93	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/6/2024	US WATER SERVICES CORPORATION	ACH06	129.00	OTHER CONTRACTUAL SERVICES	QUARTERLY WATER TESTING OF THE RV WELL
			$ 26,161.93		
12/6/2024	LEO'S SOD, LLC	ACH06	288.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
			$ 288.00		
12/6/2024	MAINSCAPE INC	ACH06	25,759.41	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
			$ 25,759.41		
12/6/2024	JACOBS ENGINEERING GROUP INC	ACH06	4,232.00	ENGINEERING FEES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING
			$ 4,232.00		
12/6/2024	TY LIN INTERNATIONAL INC	ACH06	1,938.25	OTHER CONTRACTUAL SERVICES	SAFETY PLAN "SAFE STREETS FOR ALL' PROJECT
12/6/2024	TY LIN INTERNATIONAL INC	ACH06	484.57	OTHER CONTRACTUAL SERVICES	SAFETY PLAN "SAFE STREETS FOR ALL' PROJECT
12/6/2024	TY LIN INTERNATIONAL INC	ACH06	3,741.85	OTHER CONTRACTUAL SERVICES	SAFETY PLAN "SAFE STREETS FOR ALL' PROJECT
12/6/2024	TY LIN INTERNATIONAL INC	ACH06	935.47	OTHER CONTRACTUAL SERVICES	SAFETY PLAN "SAFE STREETS FOR ALL' PROJECT
12/6/2024	TY LIN INTERNATIONAL INC	ACH06	8,642.56	OTHER CONTRACTUAL SERVICES	SAFETY PLAN "SAFE STREETS FOR ALL' PROJECT
12/6/2024	TY LIN INTERNATIONAL INC	ACH06	2,160.65	OTHER CONTRACTUAL SERVICES	SAFETY PLAN "SAFE STREETS FOR ALL' PROJECT
12/6/2024	TY LIN INTERNATIONAL INC	ACH06	44.60	OTHER CONTRACTUAL SERVICES	SAFETY PLAN "SAFE STREETS FOR ALL' PROJECT
12/6/2024	TY LIN INTERNATIONAL INC	ACH06	11.16	OTHER CONTRACTUAL SERVICES	SAFETY PLAN "SAFE STREETS FOR ALL' PROJECT
			$ 17,959.11		
12/6/2024	ENVIRONMENTAL PRODUCTS GROUP INC	ACH06	518.20	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 518.20		
12/6/2024	KEYSTAFF INC	ACH06	2,550.65	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/6/2024	KEYSTAFF INC	ACH06	512.50	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/6/2024	KEYSTAFF INC	ACH06	2,759.56	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/6/2024	KEYSTAFF INC	ACH06	2,806.84	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/6/2024	KEYSTAFF INC	ACH06	3,938.60	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/6/2024	KEYSTAFF INC	ACH06	991.88	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR OPERATIONAL NEEDS
12/6/2024	KEYSTAFF INC	ACH06	2,988.95	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
			$ 16,548.98		
12/6/2024	SPORTS FACILITES MANAGEMENT, LLC	ACH06	105,473.85	OTHER CONTRACTUAL SERVICES	SPORTS FIELD MANAGEMENT FOR SPORTS COMPLEX
			$ 105,473.85		
12/6/2024	VALIENTE BUILDERS LLC	ACH06	287.46	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	VALIENTE BUILDERS LLC	ACH06	404.58	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	VALIENTE BUILDERS LLC	ACH06	679.48	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	VALIENTE BUILDERS LLC	ACH06	2,762.91	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/6/2024	VALIENTE BUILDERS LLC	ACH06	2,685.05	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 6,819.48		
12/6/2024	CLERK OF COURTS	WIR06	362.67	COURT REPORTER BOARD	PROVIDE TRANSCRIPTION SERVICES FOR GMD PUBLIC MEETINGS
			$ 362.67		
12/6/2024	STEWART TITLE COMPANY	WIR06	400.00	ABSTRACT FEES	TITLE COMMITMENTS REQUIRED FOR WILLETT AVE DRAINING
12/6/2024	STEWART TITLE COMPANY	WIR06	400.00	ABSTRACT FEES	TITLE COMMITMENTS REQUIRED FOR WILLETT AVE DRAINING
12/6/2024	STEWART TITLE COMPANY	WIR06	400.00	ABSTRACT FEES	TITLE COMMITMENTS REQUIRED FOR WILLETT AVE DRAINING
12/6/2024	STEWART TITLE COMPANY	WIR06	400.00	ABSTRACT FEES	TITLE COMMITMENTS REQUIRED FOR WILLETT AVE DRAINING
			$ 1,600.00		
12/6/2024	SACYR CONSTRUCTION USA LLC	WIR06	2,107.58	INFRASTRUCTURE	ALLOW FOR ADDITIONAL ROUTES OF TRAVEL. APPROVED PROJECT
12/6/2024	SACYR CONSTRUCTION USA LLC	WIR06	3,014,046.19	INFRASTRUCTURE	ALLOW FOR ADDITIONAL ROUTES OF TRAVEL. APPROVED PROJECT
12/6/2024	SACYR CONSTRUCTION USA LLC	WIR06	(105.38)	RETAINAGE HELD	ALLOW FOR ADDITIONAL ROUTES OF TRAVEL. APPROVED PROJECT
12/6/2024	SACYR CONSTRUCTION USA LLC	WIR06	(150,702.31)	RETAINAGE HELD	ALLOW FOR ADDITIONAL ROUTES OF TRAVEL. APPROVED PROJECT
			$ 2,563,730.70		
12/9/2024	ALLIED UNIVERSAL CORPORATION	ACH09	7,495.18	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT

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12/9/2024	ALLIED UNIVERSAL CORPORATION	ACH09	7,630.70	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/9/2024	ALLIED UNIVERSAL CORPORATION	ACH09	7,817.04	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 22,942.92		
12/9/2024	JM TODD COMPANY	ACH09	171.55	OFFICE EQUIPMENT R AND M	SUPPORT SERVICES DELIVERY
12/9/2024	JM TODD COMPANY	ACH09	53.29	COPYING CHARGES	SUPPORT SERVICES DELIVERY
			$ 224.84		
12/9/2024	JSFM INC	ACH09	190.22	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/9/2024	JSFM INC	ACH09	109.25	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 299.47		
12/9/2024	THE SHERWIN WILLIAMS COMPANY	ACH09	1,426.93	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 1,426.93		
12/9/2024	SOUTHERN SANITATION INC	ACH09	1,400.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 1,400.00		
12/9/2024	SUNSHINE ACE HARDWARE INC	ACH09	35.07	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/9/2024	SUNSHINE ACE HARDWARE INC	ACH09	96.91	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 131.98		
12/9/2024	TAMIAMI FORD INC	ACH09	330.27	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	62.14	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	106.06	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	64.31	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	103.55	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	54.39	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	5.25	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	307.38	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	588.13	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	39.68	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	43.59	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	189.78	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	7.36	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/9/2024	TAMIAMI FORD INC	ACH09	(35.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 1,866.89		
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	944.90	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	74.94	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	192.87	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	118.64	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	684.50	OTHER OPERATING SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	1,597.21	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	80.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	658.02	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	277.70	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	268.19	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	455.59	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	208.20	PERSONAL SAFETY EQUIPMENT	EMPLOYEE PRODUCTIVITY
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	47.37	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/9/2024	GRAINGER INDUSTRIAL SUPPLY	ACH09	(3,266.29)	CREDIT MEMO	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 2,341.84		
12/9/2024	GILLIG LLC	ACH09	294.72	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 294.72		
12/9/2024	FISHER SCIENTIFIC	ACH09	130.30	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 130.30		
12/9/2024	BOUND TREE MEDICAL LLC	ACH09	141.84	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 141.84		
12/9/2024	CENTURYLINK COMMUNICATIONS LLC	ACH09	288.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
			$ 288.23		
12/9/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH09	4,637.23	PAINTING CONTRACTORS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 4,637.23		
12/9/2024	BALD EAGLE TOWING & RECOVERY INC	ACH09	75.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/9/2024	BALD EAGLE TOWING & RECOVERY INC	ACH09	80.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 155.00		
12/9/2024	ROSALIND MINICOZZI	ACH09	118.80	PERS/RESPITE/HOMEMAKER SERV	BCC GRANT REQ
12/9/2024	ROSALIND MINICOZZI	ACH09	356.40	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/9/2024	ROSALIND MINICOZZI	ACH09	2,864.40	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 3,339.60		
12/9/2024	PACE ANALYTICAL SERVICES INC	ACH09	22.00	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/9/2024	PACE ANALYTICAL SERVICES INC	ACH09	532.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/9/2024	PACE ANALYTICAL SERVICES INC	ACH09	836.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/9/2024	PACE ANALYTICAL SERVICES INC	ACH09	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/9/2024	PACE ANALYTICAL SERVICES INC	ACH09	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES

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12/9/2024	PACE ANALYTICAL SERVICES INC	ACH09	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 3,091.00		
12/9/2024	DAVIDSON ENGINEERING INC	ACH09	357.00	ENGINEERING FEES	OPERATIONS OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM
12/9/2024	DAVIDSON ENGINEERING INC	ACH09	479.75	ENGINEERING FEES	OPERATIONS OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM
12/9/2024	DAVIDSON ENGINEERING INC	ACH09	45.00	ENGINEERING FEES	OPERATIONS OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM
			$ 881.75		
12/9/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH09	12,298.75	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 12,298.75		
12/9/2024	PALMDALE OIL COMPANY	ACH09	821.46	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/9/2024	PALMDALE OIL COMPANY	ACH09	426.91	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/9/2024	PALMDALE OIL COMPANY	ACH09	415.71	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/9/2024	PALMDALE OIL COMPANY	ACH09	387.35	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/9/2024	PALMDALE OIL COMPANY	ACH09	289.41	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/9/2024	PALMDALE OIL COMPANY	ACH09	243.35	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,584.19		
12/9/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH09	1,473.70	ELECTRICAL CONTRACTORS	URGENT ELECTRICAL CONTRACTOR SERVICES
12/9/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH09	9,856.44	AVIATION R AND M	AIRPORT MAINTENANCE
12/9/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH09	4,810.00	OTHER CONTRACTUAL SERVICES	URGENT ELECTRICAL CONTRACTOR SERVICES
			$ 16,140.14		
12/9/2024	ELECTRONIC ACCESS SPECIALIST	ACH09	418.42	LOCKSMITHS SERVICES AND SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/9/2024	ELECTRONIC ACCESS SPECIALIST	ACH09	1,123.48	LOCKSMITHS SERVICES AND SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/9/2024	ELECTRONIC ACCESS SPECIALIST	ACH09	(389.80)	CREDIT MEMO	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/9/2024	ELECTRONIC ACCESS SPECIALIST	ACH09	(158.72)	CREDIT MEMO	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 993.38		
12/9/2024	PREMIER STAFFING SOURCE INC	ACH09	252.45	OTHER MISCELLANEOUS SERVICES	PROVIDE TRANSCRIPTIONIST LELY MSTU PUBLIC MEETINGS
12/9/2024	PREMIER STAFFING SOURCE INC	ACH09	178.20	OTHER MISCELLANEOUS SERVICES	PROVIDE TRANSCRIPTIONIST GOLDEN GATE MSTU PUBLIC MEETINGS
12/9/2024	PREMIER STAFFING SOURCE INC	ACH09	178.20	OTHER MISCELLANEOUS SERVICES	PROVIDE TRANSCRIPTIONIST GOLDEN GATE MSTU PUBLIC MEETINGS
12/9/2024	PREMIER STAFFING SOURCE INC	ACH09	207.90	OTHER MISCELLANEOUS SERVICES	PROVIDE TRANSCRIPTION SERVICES FOR VANDERBILT MSTU
12/9/2024	PREMIER STAFFING SOURCE INC	ACH09	148.50	OTHER MISCELLANEOUS SERVICES	PROVIDE TRANSCRIPTION SERVICES FOR ROCK ROAD MSTU
12/9/2024	PREMIER STAFFING SOURCE INC	ACH09	207.90	OTHER MISCELLANEOUS SERVICES	PROVIDE TRANSCRIPTIONIST LELY MSTU PUBLIC MEETINGS
12/9/2024	PREMIER STAFFING SOURCE INC	ACH09	207.90	OTHER MISCELLANEOUS SERVICES	PROVIDE TRANSCRIPTIONIST FOREST LAKES MSTU - PUBLIC MEETINGS
			$ 1,381.05		
12/9/2024	LEO'S SOD, LLC	ACH09	130.00	LANDSCAPE MATERIALS	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/9/2024	LEO'S SOD, LLC	ACH09	(12.00)	CREDIT MEMO	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
			$ 118.00		
12/9/2024	JACOBS ENGINEERING GROUP INC	ACH09	1,407.00	ENGINEERING FEES	TO MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/9/2024	JACOBS ENGINEERING GROUP INC	ACH09	14,714.50	ENGINEERING FEES	TO MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/9/2024	JACOBS ENGINEERING GROUP INC	ACH09	139,896.30	ENGINEERING FEES	DEVELOP MASTER PLAN FOR INFRASTRUCTURE IMPROVEMENTS GG CITY
			$ 156,017.80		
12/9/2024	RAFTELIS FINANCIAL CONSULTANTS INC	ACH09	8,471.25	OTHER CONTRACTUAL SERVICES	CONSULTING SERVICES FOR PROCUREMENT PROCESS REVIEW
			$ 8,471.25		
12/9/2024	PARALEGAL CONSULTANTS, LLC	ACH09	4,500.00	OTHER CONTRACTUAL SERVICES	VISITOR CENTER LIAISON SERVICES
12/9/2024	PARALEGAL CONSULTANTS, LLC	ACH09	397.82	OTHER CONTRACTUAL SERVICES	VISITOR CENTER LIAISON SERVICES
			$ 4,897.82		
12/9/2024	KEYSTAFF INC	ACH09	334.73	TEMPORARY LABOR	MAINTAIN AIRPORT STAFFING NEEDS
			$ 334.73		
12/9/2024	VALIENTE BUILDERS LLC	ACH09	27.75	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/9/2024	VALIENTE BUILDERS LLC	ACH09	111.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/9/2024	VALIENTE BUILDERS LLC	ACH09	2,933.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 3,071.75		
12/9/2024	SYNERGY-CONNECT LLC	ACH09	2,365.49	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING COLLIER COUNTY TOURISM
12/9/2024	SYNERGY-CONNECT LLC	ACH09	5,166.66	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING COLLIER COUNTY TOURISM
			$ 7,532.15		
12/10/2024	C.R.&D. DEVELOPERS OF NAPLES, INC.	226041	105.81	DISASTER ASSISTANCE	CARES RELIEF
			$ 105.81		
12/10/2024	CC Addison Place, LLC	226042	90.27	DISASTER ASSISTANCE	CARES RELIEF
			$ 90.27		
12/10/2024	COLLEGE PARK HOLDINGS, LTD.	226043	1,283.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,283.00		
12/10/2024	ERNESTO CASTILLO	226044	9,600.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 9,600.00		
12/10/2024	ERNESTO CASTILLO	226045	1,800.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,800.00		
12/10/2024	FFAH BRITTANY BAY II, LLC	226046	1,350.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,350.00		
12/10/2024	RUSHMORE SERVICING	226047	9,760.42	DISASTER ASSISTANCE	CARES RELIEF
			$ 9,760.42		
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.00	REIMBURSE P-CARD PURCHASES	SQ *3 SEASONS GROWERS

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	75.96	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*0F9PC6PL3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	80.00	REIMBURSE P-CARD PURCHASES	MAILCHIMP *MISC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	158.23	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*LV87Y3IC3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	21.69	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	125.38	REIMBURSE P-CARD PURCHASES	LAGUNA CRANE SERVICES, L
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	180.00	REIMBURSE P-CARD PURCHASES	ASFPM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	55.14	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	41.97	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*MH30996U3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	371.70	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*QK8UB8463
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	644.50	REIMBURSE P-CARD PURCHASES	CHEWY.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	644.50	REIMBURSE P-CARD PURCHASES	CHEWY.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	644.50	REIMBURSE P-CARD PURCHASES	CHEWY.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	72.90	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	43.50	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	22.47	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	65.10	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	30.25	REIMBURSE P-CARD PURCHASES	JOANN STORES #2077
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	21.57	REIMBURSE P-CARD PURCHASES	MICHAELS STORES 1280
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	12.50	REIMBURSE P-CARD PURCHASES	TARGET 00008995
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,358.37	REIMBURSE P-CARD PURCHASES	TREETOP PRODUCTS LLC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	258.85	REIMBURSE P-CARD PURCHASES	TREETOP PRODUCTS LLC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	9.60	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #5055
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	40.00	REIMBURSE P-CARD PURCHASES	AMERICAN AIR0010261242483
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	2,651.95	REIMBURSE P-CARD PURCHASES	SWFL MARKETING GROUP
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	437.81	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*X25XA27H3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	455.05	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZP12P50T3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	299.95	REIMBURSE P-CARD PURCHASES	AMAZON RETA* FD92140K3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	179.00	REIMBURSE P-CARD PURCHASES	AMAZON.COM*VB2SF8DD3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	199.99	REIMBURSE P-CARD PURCHASES	MAC TOOLS - NAPLES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	321.00	REIMBURSE P-CARD PURCHASES	MAC TOOLS - NAPLES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	84.95	REIMBURSE P-CARD PURCHASES	B&H PHOTO 800-606-6969
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	88.75	REIMBURSE P-CARD PURCHASES	B&H PHOTO 800-606-6969
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	21.99	REIMBURSE P-CARD PURCHASES	EBAY O*02-12351-45494
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	16.95	REIMBURSE P-CARD PURCHASES	EBAY O*14-12334-15679
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	29.95	REIMBURSE P-CARD PURCHASES	EBAY O*17-12330-84229
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	20.95	REIMBURSE P-CARD PURCHASES	EBAY O*17-12334-52415
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	36.84	REIMBURSE P-CARD PURCHASES	SUNSHINE ACE -NAPLES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	246.00	REIMBURSE P-CARD PURCHASES	PROLINE EQUIPMENT INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,250.00	REIMBURSE P-CARD PURCHASES	SQ *ENEDY WELDING SERVICE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	141.44	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	119.42	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	340.00	REIMBURSE P-CARD PURCHASES	HAWKEYE SIGN CO
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	63.54	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	18.62	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	137.84	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	59.94	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	147.98	REIMBURSE P-CARD PURCHASES	WEST MARINE #1304
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	167.50	REIMBURSE P-CARD PURCHASES	NIC*-DEPT BUS & PROF R
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	996.14	REIMBURSE P-CARD PURCHASES	EVERGLADES EQUIP GROUP
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	776.76	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*1I7EU6CI3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	29.94	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*LJ4G589F3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	37.80	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*V072S19S3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	8.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*WY4BH5RA3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	34.83	REIMBURSE P-CARD PURCHASES	AMAZON.COM*EH87Z86T3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	26.34	REIMBURSE P-CARD PURCHASES	AMAZON.COM*XS69C0KJ3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	516.02	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*0S2319GG3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	139.80	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*5O89964A3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	251.42	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*TG3NM2153
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(110.05)	REIMBURSE P-CARD PURCHASES	AMAZON MKTPLACE PMTS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	91.14	REIMBURSE P-CARD PURCHASES	PUBLIX #1527
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	62.24	REIMBURSE P-CARD PURCHASES	AMAZON.COM*482TL9JD3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	139.16	REIMBURSE P-CARD PURCHASES	AMAZON.COM*R47276VP3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	39.13	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*031PM1P73
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	364.20	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	59.76	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	2,308.60	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	248.00	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*BR1DY8J73
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	777.22	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*MC0XI1NM3

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	249.75	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*OW9BK3JE3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	174.00	REIMBURSE P-CARD PURCHASES	AMAZON RETA* 834R49Q73
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	731.58	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*F38J453R3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,414.35	REIMBURSE P-CARD PURCHASES	CDW GOVT #SG21549
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	60.00	REIMBURSE P-CARD PURCHASES	BLDG OFFICIALS ASSOC FL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	194.00	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*IQ1DP34J3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	439.43	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*QB3890ZD3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	107.56	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	26.94	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	36.94	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	24.54	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	631.38	REIMBURSE P-CARD PURCHASES	UNITED RENTALS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.54	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB4EM6M
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	144.00	REIMBURSE P-CARD PURCHASES	GRAMMARLY CO*WKFPWUK
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	81.39	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	9.00	REIMBURSE P-CARD PURCHASES	NIC*-LEEWAY VIOLATIONE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	9.00	REIMBURSE P-CARD PURCHASES	NIC*-LEEWAY VIOLATIONE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	9.00	REIMBURSE P-CARD PURCHASES	NIC*-LEEWAY VIOLATIONE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	9.00	REIMBURSE P-CARD PURCHASES	NIC*-LEEWAY VIOLATIONE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	185.75	REIMBURSE P-CARD PURCHASES	IN *WESTVIEW CORP SCREEN
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	9.00	REIMBURSE P-CARD PURCHASES	NIC*-LEEWAY VIOLATIONE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	549.00	REIMBURSE P-CARD PURCHASES	VECTOR SOLUTIONS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	90.00	REIMBURSE P-CARD PURCHASES	PDH SUNCAM LLC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	387.23	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	58.32	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 106876
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	26.58	REIMBURSE P-CARD PURCHASES	OFFICE DEPOT #1165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	90.00	REIMBURSE P-CARD PURCHASES	PDH SUNCAM LLC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	34.79	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*J968H9Q13
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	39.86	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*OC8NE7E33
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	299.36	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	107.94	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.20	REIMBURSE P-CARD PURCHASES	SUNPASS*ACC128694198
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	945.99	REIMBURSE P-CARD PURCHASES	AMAZON RETA* DU71Y2MN3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	6.25	REIMBURSE P-CARD PURCHASES	SUNPASS*ACC131939395
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	448.61	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	149.79	REIMBURSE P-CARD PURCHASES	CHEWY.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	339.98	REIMBURSE P-CARD PURCHASES	THE WEBSTAURANT STORE INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	17.55	REIMBURSE P-CARD PURCHASES	SUNPASS*ACC128694198
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	237.02	REIMBURSE P-CARD PURCHASES	TRACTOR SUPPLY #1199
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(138.23)	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	56.79	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*JR1169ZL3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	85.89	REIMBURSE P-CARD PURCHASES	COVETRUS NORTH AMERICA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	644.50	REIMBURSE P-CARD PURCHASES	CHEWY.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	212.33	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*M337T6MB3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	10.98	REIMBURSE P-CARD PURCHASES	PET SUPERMARKET #214
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	0.51	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	197.90	REIMBURSE P-CARD PURCHASES	AMAZON.COM*JN6NA4HI3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	159.56	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	102.90	REIMBURSE P-CARD PURCHASES	AMAZON MARK* QS8ZG86O3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	99.00	REIMBURSE P-CARD PURCHASES	ATLASSIAN STATUSPAGE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	169.20	REIMBURSE P-CARD PURCHASES	GRAINGER
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	207.51	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*PH82Q0UT3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	264.50	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB6TT7G
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	150.00	REIMBURSE P-CARD PURCHASES	CYBER FLORIDA AT USF
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(40.00)	REIMBURSE P-CARD PURCHASES	CERTIFIX LIVE SCAN
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	20.00	REIMBURSE P-CARD PURCHASES	ATMOSPHERE TV
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	223.94	REIMBURSE P-CARD PURCHASES	AMAZON MARK* OO0852WJ3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(100.50)	REIMBURSE P-CARD PURCHASES	EXTREMEGLOW
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	58.74	REIMBURSE P-CARD PURCHASES	FACEBK *6XHTWC4Q62
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	11.48	REIMBURSE P-CARD PURCHASES	FACEBK *JZMG3DUP62
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	199.78	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 100188
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	88.92	REIMBURSE P-CARD PURCHASES	HOLIDAY INN EXP & SUITES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	11.98	REIMBURSE P-CARD PURCHASES	PUBLIX #410
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	131.37	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*CC2M94H13
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	32.56	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	94.05	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*KR2JP0S23
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	4.98	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	24.68	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	34.83	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	750.00	REIMBURSE P-CARD PURCHASES	HELM-FORD DIAG SOFTWARE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	180.00	REIMBURSE P-CARD PURCHASES	ASFPM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	65.88	REIMBURSE P-CARD PURCHASES	WAL-MART #5055
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.94	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #5055
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,005.00	REIMBURSE P-CARD PURCHASES	EXTREMEGLOW
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	7.30	REIMBURSE P-CARD PURCHASES	ADVANCE AUTO PARTS #6398
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	33.33	REIMBURSE P-CARD PURCHASES	ADVANCE AUTO PARTS #9274
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	12.20	REIMBURSE P-CARD PURCHASES	ADVANCE AUTO PARTS #9274
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.18	REIMBURSE P-CARD PURCHASES	EB *RISE AMP SHINE EAS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.78	REIMBURSE P-CARD PURCHASES	WINN-DIXIE #0751
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	509.95	REIMBURSE P-CARD PURCHASES	ALLENS AUTO PARTS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	22.39	REIMBURSE P-CARD PURCHASES	ALLENS AUTO PARTS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	65.00	REIMBURSE P-CARD PURCHASES	ALLENS AUTO PARTS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	76.27	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZF0O92BK3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	29.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*LA55K3W23
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	207.48	REIMBURSE P-CARD PURCHASES	AMAZON.COM*M70FZ8AP3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	441.35	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ND3NQ5D53
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	504.00	REIMBURSE P-CARD PURCHASES	GLADE GROVE SUPPLY CO IMM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	550.00	REIMBURSE P-CARD PURCHASES	SQ *AMERICAN ANIMAL CRUEL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	101.78	REIMBURSE P-CARD PURCHASES	HARBOR FREIGHT TOOLS3059
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.98	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	550.00	REIMBURSE P-CARD PURCHASES	SQ *AMERICAN ANIMAL CRUEL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	398.00	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	26.99	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	109.95	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*777J15G73
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	28.99	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	189.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*WS8K90DS3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	2.14	REIMBURSE P-CARD PURCHASES	SUNSHINE ACE -EAST NAPLE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	12.99	REIMBURSE P-CARD PURCHASES	AMAZON RETA* 1I5Y802L3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	12.99	REIMBURSE P-CARD PURCHASES	DUNKIN #359754
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.80	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	12.42	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	35.94	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	25.98	REIMBURSE P-CARD PURCHASES	B & L HDWE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	36.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*DF7185SZ3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	39.06	REIMBURSE P-CARD PURCHASES	RS WAREHOUSE STAMPS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	19.80	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*RF1H951G3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	38.94	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*2Y7MG0A73
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	22.74	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*MH0JC09Y3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	252.66	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*CL96G7BM3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	33.58	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	170.00	REIMBURSE P-CARD PURCHASES	INT'L CODE COUNCIL INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	180.00	REIMBURSE P-CARD PURCHASES	ASFPM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	57.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*T73G80E53
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	395.00	REIMBURSE P-CARD PURCHASES	ACCURIS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	52.65	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*821HF2OV3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	158.97	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*KY2DA3N93
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	510.00	REIMBURSE P-CARD PURCHASES	COMM2000 ULSTANDARD SALES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	184.62	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	384.22	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	171.42	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(8.24)	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	4,925.76	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*HI73S29W3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,136.93	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*D17HW83D3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	160.97	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*SY1544X63
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	189.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*SS4323373
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	37.02	REIMBURSE P-CARD PURCHASES	AMAZON RETA* R23PL35M3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	19.05	REIMBURSE P-CARD PURCHASES	AMAZON.COM*T00X62HZ3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,530.60	REIMBURSE P-CARD PURCHASES	COMMUNICATIONS INTL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	265.00	REIMBURSE P-CARD PURCHASES	FLORIDA SURVEYING & MAPPI
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	22.58	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1.60	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	10.80	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	570.02	REIMBURSE P-CARD PURCHASES	EMBASSY SUITES DWNTWN
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(395.00)	REIMBURSE P-CARD PURCHASES	FLORIDA REDEVELOPMENT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(395.00)	REIMBURSE P-CARD PURCHASES	FLORIDA REDEVELOPMENT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,399.44	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	550.00	REIMBURSE P-CARD PURCHASES	MPI HQ
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	61.54	REIMBURSE P-CARD PURCHASES	RIDGWAY BAR & GRILL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	275.00	REIMBURSE P-CARD PURCHASES	FLORIDA SOCIETY OF ASSOCI
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	525.00	REIMBURSE P-CARD PURCHASES	WEC THE RIDING ACADEMY HO
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	7.72	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	156.64	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	5.36	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	205.02	REIMBURSE P-CARD PURCHASES	GRAINGER
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	24.23	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	59.98	REIMBURSE P-CARD PURCHASES	AMAZON MARK* 4Z86M0U63
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	78.99	REIMBURSE P-CARD PURCHASES	WALMART.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	760.00	REIMBURSE P-CARD PURCHASES	SP SPECOPS APPAREL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,000.00	REIMBURSE P-CARD PURCHASES	FLORIDA FIRE CHIEFS ASSOC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	394.95	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*KS3RD2I63
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	798.25	REIMBURSE P-CARD PURCHASES	BIL*EMS TECHNOLOGY SOL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	129.99	REIMBURSE P-CARD PURCHASES	AMAZON.COM*OV6289RC3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	31.00	REIMBURSE P-CARD PURCHASES	IN *UNITED UNIFORMS USA I
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	145.09	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*L049H3J93
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	40.00	REIMBURSE P-CARD PURCHASES	IN *UNITED UNIFORMS USA I
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(101.70)	REIMBURSE P-CARD PURCHASES	DOUBLETREE HOLLYWOOD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(109.41)	REIMBURSE P-CARD PURCHASES	DOUBLETREE HOLLYWOOD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,108.11	REIMBURSE P-CARD PURCHASES	DOUBLETREE HOLLYWOOD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(101.70)	REIMBURSE P-CARD PURCHASES	DOUBLETREE HOLLYWOOD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(109.41)	REIMBURSE P-CARD PURCHASES	DOUBLETREE HOLLYWOOD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,108.11	REIMBURSE P-CARD PURCHASES	DOUBLETREE HOLLYWOOD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	878.01	REIMBURSE P-CARD PURCHASES	DOUBLETREE HOLLYWOOD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(101.01)	REIMBURSE P-CARD PURCHASES	DOUBLETREE HOLLYWOOD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	47.00	REIMBURSE P-CARD PURCHASES	TOWNE PARK 1076- DIPLOMA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	56.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*9Q5EI99I3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	27.85	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*AI0C20AE3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	243.55	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Q67H06JP3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	17.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*DN5MQ7TW3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	80.96	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*OL4ZR95R3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	179.00	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*YG2QS7WQ3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(13.94)	REIMBURSE P-CARD PURCHASES	AMAZON MKTPLACE PMTS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	138.64	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*LO73V76K3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	349.99	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*Z97YT8AY3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	16.25	REIMBURSE P-CARD PURCHASES	DIRECT IMPRESSIONS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	17.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*AV1N81LC3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	18.89	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*R70UB5OH3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	5,500.00	REIMBURSE P-CARD PURCHASES	IN *BRIGHT BUSINESS MEDIA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	9.89	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*TU5UJ0S93
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	500.86	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*ZB23S3J33
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	455.20	REIMBURSE P-CARD PURCHASES	DORAL DIGITAL REPROGRAPHI
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	3,235.62	REIMBURSE P-CARD PURCHASES	UBERPRINTS INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,699.00	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*VJ1UY8A13
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	62.80	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*7H80K9ML3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	10.44	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*611DN99Z3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	390.00	REIMBURSE P-CARD PURCHASES	D AND D MACHINE AND HYDRA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	286.14	REIMBURSE P-CARD PURCHASES	DECKS & DOCKS-NAPLES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	494.64	REIMBURSE P-CARD PURCHASES	KIMBALL MIDWEST PAYEEZY
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,621.00	REIMBURSE P-CARD PURCHASES	FAT FREE INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,120.00	REIMBURSE P-CARD PURCHASES	THE BATTERY STORE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.96	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	335.00	REIMBURSE P-CARD PURCHASES	TROPIC TRAILER
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	120.91	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*I017I5GF3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	937.72	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*TT0YB5RX3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	124.99	REIMBURSE P-CARD PURCHASES	AMAZON RETA* 090PI6403
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	209.39	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZT3NP1F43
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	89.96	REIMBURSE P-CARD PURCHASES	AMAZON.COM*NV2K65OC3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	344.97	REIMBURSE P-CARD PURCHASES	AMAZON.COM*Z31GR8NJ0
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	230.00	REIMBURSE P-CARD PURCHASES	AMERICAN RED CROSS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	136.99	REIMBURSE P-CARD PURCHASES	SPI*DIRECTV SERVICE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	25.64	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*9Q2XA0JX3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	305.00	REIMBURSE P-CARD PURCHASES	APA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	167.50	REIMBURSE P-CARD PURCHASES	NIC*-DEPT BUS & PROF R
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	328.32	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	79.78	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	86.40	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	299.00	REIMBURSE P-CARD PURCHASES	SP PLANETIZEN STORE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	149.91	REIMBURSE P-CARD PURCHASES	WALMART.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	569.90	REIMBURSE P-CARD PURCHASES	MUNICIPAL SIGNS AND SUPPL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	3,485.60	REIMBURSE P-CARD PURCHASES	FORESTRY RESOURCES 120
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.40	REIMBURSE P-CARD PURCHASES	USPS PO 1162770465
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	414.66	REIMBURSE P-CARD PURCHASES	FORESTRY SUPPLIERS INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	33.99	REIMBURSE P-CARD PURCHASES	AMAZON RETA* L474F6AC3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	109.82	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*5E59Y5043
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	92.69	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*9Z8SP6QK3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	33.65	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*B63CK9JH3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	40.77	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z32HU6ZB0
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(289.00)	REIMBURSE P-CARD PURCHASES	AMAZON.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	50.68	REIMBURSE P-CARD PURCHASES	GRAINGER
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	57.24	REIMBURSE P-CARD PURCHASES	GRAINGER
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	38.57	REIMBURSE P-CARD PURCHASES	AMAZON.COM*YB6CB4EF3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	375.76	REIMBURSE P-CARD PURCHASES	GRAINGER
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	35.67	REIMBURSE P-CARD PURCHASES	AMAZON RETA* 9G8C26493
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	160.00	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB4IH4M
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	7.49	REIMBURSE P-CARD PURCHASES	AMAZON.COM*830WI3MX3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	32.00	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB5TQ8K
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	19.68	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	717.65	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	94.95	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*1G7A15YH3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	5.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*AY9XY0SN3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	112.95	REIMBURSE P-CARD PURCHASES	NOTARY PUBLIC FLORIDA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	184.29	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	495.00	REIMBURSE P-CARD PURCHASES	FSP*NCSC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	154.00	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101214
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	183.70	REIMBURSE P-CARD PURCHASES	STAPLES 00348045
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	66.46	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	21.97	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	38.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*EB32Q7VR3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	195.80	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	507.74	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	45.00	REIMBURSE P-CARD PURCHASES	THE BATTERY STORE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	70.66	REIMBURSE P-CARD PURCHASES	WALMART.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	857.13	REIMBURSE P-CARD PURCHASES	AMAZON.COM*VL93M9ZT3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	113.85	REIMBURSE P-CARD PURCHASES	DIRECT IMPRESSIONS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	2.47	REIMBURSE P-CARD PURCHASES	AMAZON RETA* X159C6GB3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(6.95)	REIMBURSE P-CARD PURCHASES	DIRECT IMPRESSIONS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,070.24	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*029TA7AW3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	176.65	REIMBURSE P-CARD PURCHASES	PAPA JOHN'S #0351
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	100.41	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.74	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #4354
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.84	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	700.96	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	17.00	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	117.87	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*FI5986LK3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	56.00	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.00	REIMBURSE P-CARD PURCHASES	NIC*-DEPT BUS & PROF R
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	500.00	REIMBURSE P-CARD PURCHASES	NIC*FDEP PAYMENT SYS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	500.00	REIMBURSE P-CARD PURCHASES	NIC*FDEP PAYMENT SYS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	766.15	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*IG00T22O3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	90.00	REIMBURSE P-CARD PURCHASES	PDH SUNCAM LLC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.00	REIMBURSE P-CARD PURCHASES	NIC*-DEPT BUS & PROF R
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	755.00	REIMBURSE P-CARD PURCHASES	D AND D MACHINE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	98.00	REIMBURSE P-CARD PURCHASES	CON EDU DEV
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.99	REIMBURSE P-CARD PURCHASES	B & L HDWE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.00	REIMBURSE P-CARD PURCHASES	NIC*-DEPT BUS & PROF R
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	77.29	REIMBURSE P-CARD PURCHASES	B & L HDWE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.99	REIMBURSE P-CARD PURCHASES	B & L HDWE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	733.47	REIMBURSE P-CARD PURCHASES	SMITH & DESHIELDS INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	19.41	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	600.00	REIMBURSE P-CARD PURCHASES	SQ *ENEDY WELDING SERVICE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	35.94	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	55.97	REIMBURSE P-CARD PURCHASES	SUTHERLAND GENERAL STORE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	26.94	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	29.96	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	96.70	REIMBURSE P-CARD PURCHASES	WHITE CAP #250
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,279.09	REIMBURSE P-CARD PURCHASES	SAWYERS OUTBOARD
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	192.58	REIMBURSE P-CARD PURCHASES	PUBLIX #1752
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	321.68	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	6.72	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101080
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	511.12	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101214
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	91.49	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	7.62	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 106876
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	13.20	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC# 106869
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	54.72	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	6.27	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 105910
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	665.00	REIMBURSE P-CARD PURCHASES	D AND D MACHINE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	21.68	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*782UH4EY3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	157.78	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*WF0FV1J63
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.83	REIMBURSE P-CARD PURCHASES	AMAZON MARK* 3Z0T49P23
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	9.59	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*T80MY0RW3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	17.83	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*AS3LY7V83
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	79.10	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*N04WU27R3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	96.96	REIMBURSE P-CARD PURCHASES	AMAZON RETA* Z40L61RT3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.15	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*TI8SR8KQ3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	45.38	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	195.28	REIMBURSE P-CARD PURCHASES	FLORIDA COAST EQUIPMENT N
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(415.52)	REIMBURSE P-CARD PURCHASES	JOHN COLLINS AUTO PARTS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	176.59	REIMBURSE P-CARD PURCHASES	SARLO MOWERS - NAPLES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	107.88	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,100.86	REIMBURSE P-CARD PURCHASES	DIGIPRINTSUP*
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	35.51	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*PR2T67KL3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	60.52	REIMBURSE P-CARD PURCHASES	AMAZON RETA* WE5VX9F73
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(199.07)	REIMBURSE P-CARD PURCHASES	DIGIPRINTSUP*
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	582.15	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*XH3TT4UT3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	5.00	REIMBURSE P-CARD PURCHASES	NIC*-LEEWAY VIOLATIONE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	399.99	REIMBURSE P-CARD PURCHASES	AMAZON RETA* HJ3EV9DU3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	120.49	REIMBURSE P-CARD PURCHASES	PMT*FL LICENSE/TAG/ASMT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	72.26	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*G92275O93
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	24.00	REIMBURSE P-CARD PURCHASES	U-HAUL MOVING & STORAGE O
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	120.49	REIMBURSE P-CARD PURCHASES	PMT*FL LICENSE/TAG/ASMT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	94.12	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	41.80	REIMBURSE P-CARD PURCHASES	PMT*FL LICENSE/TAG/ASMT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	20.37	REIMBURSE P-CARD PURCHASES	PUBLIX #811
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	57.12	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	115.00	REIMBURSE P-CARD PURCHASES	AED SUPERSTORE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	30.00	REIMBURSE P-CARD PURCHASES	FL SC IIA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,030.00	REIMBURSE P-CARD PURCHASES	DOUG INGRAM & SON NURSER
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	185.00	REIMBURSE P-CARD PURCHASES	INFORMATION SYSTEM AUDIT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	95.86	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZS6NF8KV3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	298.00	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*085XH9LN3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	130.48	REIMBURSE P-CARD PURCHASES	NOTARYHNB-800.422.1555
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	164.94	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*2H2DD0603
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	375.00	REIMBURSE P-CARD PURCHASES	NRPA OPERATING
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	730.00	REIMBURSE P-CARD PURCHASES	TROY BELT, LLC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	40.00	REIMBURSE P-CARD PURCHASES	CHILD CARE OF SW FL INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(8.53)	REIMBURSE P-CARD PURCHASES	NOTARYHNB-800.422.1555
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	8.20	REIMBURSE P-CARD PURCHASES	SUNPASS*ACC131761467
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	150.00	REIMBURSE P-CARD PURCHASES	MYTTCONLINE.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	410.00	REIMBURSE P-CARD PURCHASES	MYTTCONLINE.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	300.00	REIMBURSE P-CARD PURCHASES	MYTTCONLINE.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	253.45	REIMBURSE P-CARD PURCHASES	WAL-MART #5391
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	117.90	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	11.18	REIMBURSE P-CARD PURCHASES	OFFICE DEPOT #188
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	17.99	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 105910
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.00	REIMBURSE P-CARD PURCHASES	NIC*-DEPT BUS & PROF R
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	100.00	REIMBURSE P-CARD PURCHASES	TROPICALAQU
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	42.74	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	44.83	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	350.58	REIMBURSE P-CARD PURCHASES	AMAZON.COM*MV00K2N93
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	77.26	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*RM1HA0WV3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	175.79	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	31.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*DN3DQ96Y3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	415.00	REIMBURSE P-CARD PURCHASES	INTERNATIONAL RIGHT OF WA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	26.99	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	100.00	REIMBURSE P-CARD PURCHASES	COLLIER COUNTY BAR
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	251.43	REIMBURSE P-CARD PURCHASES	PMT*COLLIER COUNTY TAX
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	251.43	REIMBURSE P-CARD PURCHASES	PMT*COLLIER COUNTY TAX
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	251.43	REIMBURSE P-CARD PURCHASES	PMT*COLLIER COUNTY TAX
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	251.43	REIMBURSE P-CARD PURCHASES	PMT*COLLIER COUNTY TAX
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	413.34	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	299.00	REIMBURSE P-CARD PURCHASES	SP PLANETIZEN STORE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	163.00	REIMBURSE P-CARD PURCHASES	BEST WESTERN HOTELS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	507.00	REIMBURSE P-CARD PURCHASES	BEST WESTERN HOTELS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	821.00	REIMBURSE P-CARD PURCHASES	BEST WESTERN HOTELS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	960.00	REIMBURSE P-CARD PURCHASES	AVANCE MEDICAL NAPLES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	729.00	REIMBURSE P-CARD PURCHASES	HANDPRINT/NICCM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	222.68	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #1957
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	94.37	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ND1449W93
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	59.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*XZ9T387U3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	800.00	REIMBURSE P-CARD PURCHASES	IN *STI SPFA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	88.00	REIMBURSE P-CARD PURCHASES	SUSTAINABLE EVENS NETW
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	11.18	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	201.08	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	449.42	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	2.96	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 105910
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	370.17	REIMBURSE P-CARD PURCHASES	AMAZON MARK* Y516K5NH3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(74.44)	REIMBURSE P-CARD PURCHASES	AMAZON MKTPLACE PMTS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	55.92	REIMBURSE P-CARD PURCHASES	DOMINO'S 3237
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	247.08	REIMBURSE P-CARD PURCHASES	PY *SP DESIGNS & MFG. INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,800.00	REIMBURSE P-CARD PURCHASES	IN *A&M PROPERTY MAINTENA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	2,106.76	REIMBURSE P-CARD PURCHASES	COVETRUS NORTH AMERICA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,567.50	REIMBURSE P-CARD PURCHASES	CORPORATE CATERERS FORT M
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,247.15	REIMBURSE P-CARD PURCHASES	SHERATON
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(65.34)	REIMBURSE P-CARD PURCHASES	SHERATON
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(70.81)	REIMBURSE P-CARD PURCHASES	SHERATON
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(22.00)	REIMBURSE P-CARD PURCHASES	SHERATON
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	34.48	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*NA7YN0Z03
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	38.25	REIMBURSE P-CARD PURCHASES	AMAZON RETA* TP6DH3UX3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	19.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*4I2GL3ZP3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	140.01	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	180.10	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	8.14	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	362.00	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	286.94	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*BP3T12KB3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	211.95	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*TR46P6BF3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	83.95	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #5055
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	53.42	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #5055
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	378.87	REIMBURSE P-CARD PURCHASES	FUN EXPRESS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.99	REIMBURSE P-CARD PURCHASES	FUN EXPRESS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	111.84	REIMBURSE P-CARD PURCHASES	LITTLE CAESARS 1516-0004
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	101.00	REIMBURSE P-CARD PURCHASES	NIC*-DCF-CARES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	100.00	REIMBURSE P-CARD PURCHASES	TROPICALAQU
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	157.05	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	135.60	REIMBURSE P-CARD PURCHASES	WRISTBANDEXPRESSCOM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,449.29	REIMBURSE P-CARD PURCHASES	CARTER FENCE COMPANY
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	4.88	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 105125
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	78.42	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101214
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	448.94	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	81.46	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	103.97	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	259.88	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	194.95	REIMBURSE P-CARD PURCHASES	LAWN EQUIPMENT CENTER L
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	173.84	REIMBURSE P-CARD PURCHASES	SHERWIN-WILLIAMS702678
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	220.68	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZT58A4963
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	147.62	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*6780F6JZ3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	36.24	REIMBURSE P-CARD PURCHASES	RIDGWAY BAR & GRILL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	34.85	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.56	REIMBURSE P-CARD PURCHASES	AMAZON RETA* 8I7130XP3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	39.73	REIMBURSE P-CARD PURCHASES	UBER *TRIP

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	19.74	REIMBURSE P-CARD PURCHASES	RWLV DAWGHOUSE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	197.81	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*QO3AN6223
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	24.88	REIMBURSE P-CARD PURCHASES	CASA BACARDI D RSW
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	79.99	REIMBURSE P-CARD PURCHASES	AMAZON MARK* E18RQ6O63
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	105.98	REIMBURSE P-CARD PURCHASES	AMAZON MARK* JI34M8OM3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	22.83	REIMBURSE P-CARD PURCHASES	UBER *TRIP
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	13.99	REIMBURSE P-CARD PURCHASES	LYFT *RIDE TUE 2PM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	494.82	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z86898CR3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.99	REIMBURSE P-CARD PURCHASES	B & L HDWE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.04	REIMBURSE P-CARD PURCHASES	ADVANCE AUTO PARTS #9274
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	46.98	REIMBURSE P-CARD PURCHASES	RWLV WALLYS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	182.00	REIMBURSE P-CARD PURCHASES	IN *NAPLES AWARDS,INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	44.45	REIMBURSE P-CARD PURCHASES	RWLV JUNIORS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.79	REIMBURSE P-CARD PURCHASES	LYFT *RIDE WED 4PM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	33.86	REIMBURSE P-CARD PURCHASES	RWLV JUNIORS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.83	REIMBURSE P-CARD PURCHASES	LYFT *RIDE THU 3PM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	43.43	REIMBURSE P-CARD PURCHASES	RWLV JUNIORS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	4.00	REIMBURSE P-CARD PURCHASES	SQ *AA LAS CURB
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	349.99	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*0Q1G74V53
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	73.98	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*1Q4U30VV3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(74.61)	REIMBURSE P-CARD PURCHASES	GORDON ELECTRIC SUPPLY I
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	34.94	REIMBURSE P-CARD PURCHASES	UBER *TRIP
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	3.00	REIMBURSE P-CARD PURCHASES	UBER *TRIP
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	36.34	REIMBURSE P-CARD PURCHASES	UBER *TRIP
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	68.40	REIMBURSE P-CARD PURCHASES	TRUDOOR LLC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	3.00	REIMBURSE P-CARD PURCHASES	UBER *TRIP
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	(3.88)	REIMBURSE P-CARD PURCHASES	TRUDOOR LLC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	410.00	REIMBURSE P-CARD PURCHASES	MAILCHIMP
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	59.10	REIMBURSE P-CARD PURCHASES	AMAZON RETA* YB3FI9N23
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	22.50	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*JX8EJ1R23
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	18.29	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	79.36	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	164.72	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	11.98	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.31	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 105910
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	306.62	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	133.37	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	21.07	REIMBURSE P-CARD PURCHASES	FEDEX 00011007
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	39.99	REIMBURSE P-CARD PURCHASES	PUBLIX #453
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	70.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*KR8LY60E3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	12.99	REIMBURSE P-CARD PURCHASES	AMAZON.COM*JF7PY4L03
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	258.00	REIMBURSE P-CARD PURCHASES	AMAZON.COM*YM3EO0PV3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	42.54	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*LI7GG4TN3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	30.49	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZZ8J912R1
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	107.97	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*BP0RV8FT3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	2.01	REIMBURSE P-CARD PURCHASES	COMCAST/XFINITY
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	1,493.00	REIMBURSE P-CARD PURCHASES	WOODS METAL
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	773.24	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	38.35	REIMBURSE P-CARD PURCHASES	WAL-MART #5055
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	54.66	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*QF3016PT3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	47.90	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*GS97C93M3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	216.77	REIMBURSE P-CARD PURCHASES	WALMART.COM 8009256278
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	84.05	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*2H40K6SR3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	16.92	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*JM82Z76E3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.28	REIMBURSE P-CARD PURCHASES	WAL-MART #5055
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	560.05	REIMBURSE P-CARD PURCHASES	IN *WESTVIEW CORP SCREEN
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	561.00	REIMBURSE P-CARD PURCHASES	FAT FREE INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	60.29	REIMBURSE P-CARD PURCHASES	WAL-MART #5055
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	30.37	REIMBURSE P-CARD PURCHASES	AMAZON RETA* RU8JZ4K03
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	67.79	REIMBURSE P-CARD PURCHASES	PUBLIX #811
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	52.57	REIMBURSE P-CARD PURCHASES	PUBLIX #811
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	111.30	REIMBURSE P-CARD PURCHASES	GAN*USA TODAY
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	135.30	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*PX88J0VG3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	22.88	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*C85KZ11F3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	58.50	REIMBURSE P-CARD PURCHASES	MAST FAMILY CULLIGAN
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	294.79	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*N41AT0283
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	61.47	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*TP6FD56C3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	73.75	REIMBURSE P-CARD PURCHASES	WALMART.COM 8009256278

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	98.59	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #4063
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	3.41	REIMBURSE P-CARD PURCHASES	WALMART.COM
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	17.91	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	345.00	REIMBURSE P-CARD PURCHASES	SQ *SEPRO CORPORATION
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*V21GC8OS3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	25.88	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	150.00	REIMBURSE P-CARD PURCHASES	GOVERNMENT FINANCE OFFIC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	400.00	REIMBURSE P-CARD PURCHASES	SQ *FLORIDA EMERGENCY PRE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	390.00	REIMBURSE P-CARD PURCHASES	DATA MGMT-TIMECLOCKPLUS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	61.90	REIMBURSE P-CARD PURCHASES	HUNGRY HOWIES 03058
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	61.14	REIMBURSE P-CARD PURCHASES	HUNGRY HOWIES 03058
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	367.43	REIMBURSE P-CARD PURCHASES	IFEA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	34.86	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #3417
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	385.00	REIMBURSE P-CARD PURCHASES	BOBS BARRICADES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	175.00	REIMBURSE P-CARD PURCHASES	NIC* COM SPECIAL DISTR
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	404.70	REIMBURSE P-CARD PURCHASES	HANSEN ELECTRICAL SUPPLY
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	35.19	REIMBURSE P-CARD PURCHASES	AMAZON RETA* O98E07NF3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	50.60	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*7O31W7YX3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	200.00	REIMBURSE P-CARD PURCHASES	ICMA ONLINE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	398.00	REIMBURSE P-CARD PURCHASES	DEVOE BUICK GMC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	260.96	REIMBURSE P-CARD PURCHASES	HARBOR FREIGHT TOOLS3059
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	165.44	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	141.99	REIMBURSE P-CARD PURCHASES	SPI*DIRECTV SERVICE
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	272.17	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	125.00	REIMBURSE P-CARD PURCHASES	FLORIDA FIRE CHIEFS ASSOC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	57.90	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.80	REIMBURSE P-CARD PURCHASES	DITCH WITCH FORT LAUDERDA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	252.49	REIMBURSE P-CARD PURCHASES	HYDRAULIC SUPPLY COMPA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.99	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	44.95	REIMBURSE P-CARD PURCHASES	MAC TOOLS - NAPLES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	303.70	REIMBURSE P-CARD PURCHASES	WESCO TURF, INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	295.90	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	18.38	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	70.00	REIMBURSE P-CARD PURCHASES	CHILD CARE OF SW FL INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	16.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*UG4V53PF3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	123.66	REIMBURSE P-CARD PURCHASES	AMAZON RETA* MA5UI6BU3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	293.12	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB54R7E
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	112.95	REIMBURSE P-CARD PURCHASES	BUDGET NOTARY SERVICES
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	77.89	REIMBURSE P-CARD PURCHASES	PUBLIX #1337
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	72.82	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	59.94	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	50.00	REIMBURSE P-CARD PURCHASES	MAST FAMILY CULLIGAN
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	49.98	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	31.99	REIMBURSE P-CARD PURCHASES	WEB*NETWORKSOLUTIONS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	27.50	REIMBURSE P-CARD PURCHASES	DIRECT IMPRESSIONS
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.00	REIMBURSE P-CARD PURCHASES	IN *NAPLES AWARDS,INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	75.00	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB5ZV2F
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	22.00	REIMBURSE P-CARD PURCHASES	AVIALL *MIAMI
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	327.36	REIMBURSE P-CARD PURCHASES	AMAZON.COM*JM26R6BK3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	44.97	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	88.14	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	274.91	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*QJ04W9453
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	17.39	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	23.99	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101214
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	216.52	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*DU7E10BX3
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	14.96	REIMBURSE P-CARD PURCHASES	ASIA GROCERY
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	26.93	REIMBURSE P-CARD PURCHASES	KEY FOOD #4226
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	64.26	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*UH4E99083
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	15.98	REIMBURSE P-CARD PURCHASES	ASIA GROCERY
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	4.55	REIMBURSE P-CARD PURCHASES	PUBLIX #1337
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	275.00	REIMBURSE P-CARD PURCHASES	NATIONAL PLASTICS AND SEA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	40.49	REIMBURSE P-CARD PURCHASES	SUNSHINE ACE -GOLDEN GAT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	12.59	REIMBURSE P-CARD PURCHASES	SUNSHINE ACE -GOLDEN GAT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	189.10	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	27.92	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	250.00	REIMBURSE P-CARD PURCHASES	S FLA WATER MANAGEMENT
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	330.01	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	229.46	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	59.94	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	137.38	REIMBURSE P-CARD PURCHASES	HANSEN ELECTRICAL SUPPLY
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	79.46	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*520CK0W93
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	182.00	REIMBURSE P-CARD PURCHASES	IN *NAPLES AWARDS,INC
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	132.05	REIMBURSE P-CARD PURCHASES	HYDRAULIC SUPPLY COMPA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	147.88	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	46.59	REIMBURSE P-CARD PURCHASES	HYDRAULIC SUPPLY COMPA
12/10/2024	JPMORGAN CHASE BANK NA	JPM10	32.20	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*EJ8TH6E83
			$ 143,793.20		
12/10/2024	CDM SMITH INC	ACH10	40,645.25	ENGINEERING FEES	TO PROVIDE PARTS FOR IQ DEPARTMENT
			$ 40,645.25		
12/10/2024	COLLIER COUNTY SHERIFFS OFFICE	ACH10	6,236.49	REMITTANCES TO OTHER GOVERNMENTS	TRAINING CLM 1 INV 17089 OCT 2024
			$ 6,236.49		
12/10/2024	DAVID B FOX	ACH10	321.75	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 321.75		
12/10/2024	FORESTRY RESOURCES LLC	ACH10	19.90	MULCH	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/10/2024	FORESTRY RESOURCES LLC	ACH10	28.60	MULCH	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
			$ 48.50		
12/10/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH10	3,036.64	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/10/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH10	481.68	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/10/2024	GA FOOD SERVICES OF PINELLAS COUNTY	ACH10	724.10	FOOD OPERATING SUPPLIES	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 4,242.42		
12/10/2024	ELEVEN ASH INC	ACH10	1,217.37	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/10/2024	ELEVEN ASH INC	ACH10	2,031.92	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/10/2024	ELEVEN ASH INC	ACH10	477.40	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 3,726.69		
12/10/2024	IDEXX LABORATORIES INC	ACH10	3,813.60	MEDICAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/10/2024	IDEXX LABORATORIES INC	ACH10	12,875.38	OTHER OPERATING SUPPLIES	PUBLIC & HEALTH SAFETY OF WATER QUALITY
12/10/2024	IDEXX LABORATORIES INC	ACH10	59.88	POSTAGE FREIGHT AND UPS	PUBLIC & HEALTH SAFETY OF WATER QUALITY
			$ 16,748.86		
12/10/2024	JM TODD COMPANY	ACH10	175.84	COPYING CHARGES	EMS ADMIN & TRAINING COPIER LEASE FOR COUNTY BUSINESS
12/10/2024	JM TODD COMPANY	ACH10	390.39	COPYING CHARGES	EMS ADMIN & TRAINING COPIER LEASE FOR COUNTY BUSINESS
12/10/2024	JM TODD COMPANY	ACH10	129.94	LEASE EQUIPMENT	OFFICE EQUIPMENT FOR STAFF DAILY USE
12/10/2024	JM TODD COMPANY	ACH10	130.33	COPYING CHARGES	OFFICE EQUIPMENT FOR STAFF DAILY USE
12/10/2024	JM TODD COMPANY	ACH10	106.97	LEASE EQUIPMENT	OFFICE EQUIPMENT FOR STAFF DAILY USE
12/10/2024	JM TODD COMPANY	ACH10	61.03	COPYING CHARGES	OFFICE EQUIPMENT FOR STAFF DAILY USE
12/10/2024	JM TODD COMPANY	ACH10	133.71	LEASE EQUIPMENT	OFFICE EQUIPMENT NECESSARY FOR DAILY OPERATION
12/10/2024	JM TODD COMPANY	ACH10	26.62	COPYING CHARGES	OFFICE EQUIPMENT NECESSARY FOR DAILY OPERATION
12/10/2024	JM TODD COMPANY	ACH10	96.79	LEASE EQUIPMENT	OFFICE EQUIPMENT FOR STAFF DAILY USE
12/10/2024	JM TODD COMPANY	ACH10	18.01	COPYING CHARGES	OFFICE EQUIPMENT FOR STAFF DAILY USE
12/10/2024	JM TODD COMPANY	ACH10	120.99	LEASE EQUIPMENT	OFFICE COPIER
12/10/2024	JM TODD COMPANY	ACH10	58.62	COPYING CHARGES	OFFICE COPIER
12/10/2024	JM TODD COMPANY	ACH10	142.66	LEASE EQUIPMENT	PROVIDE EQUIPMENT FOR EMPLOYEES TO PERFORM DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	31.19	COPYING CHARGES	PROVIDE EQUIPMENT FOR EMPLOYEES TO PERFORM DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	106.97	LEASE EQUIPMENT	OFFICE EQUIPMENT NECESSARY FOR DAILY OPERATION
12/10/2024	JM TODD COMPANY	ACH10	36.16	COPYING CHARGES	OFFICE EQUIPMENT NECESSARY FOR DAILY OPERATION
12/10/2024	JM TODD COMPANY	ACH10	129.94	LEASE EQUIPMENT	SUPPORTING AGENCY REORGANIZATION
12/10/2024	JM TODD COMPANY	ACH10	2.85	COPYING CHARGES	SUPPORTING AGENCY REORGANIZATION
12/10/2024	JM TODD COMPANY	ACH10	152.15	COPYING CHARGES	PROVIDE AND/OR MAINTAIN OFFICE EQUIPMENT FOR STAFF USE
12/10/2024	JM TODD COMPANY	ACH10	212.05	COPYING CHARGES	COPY CHARGES FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	100.82	LEASE EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/10/2024	JM TODD COMPANY	ACH10	96.79	LEASE EQUIPMENT	PURCHASE OF MONTHLY LEASE CHARGES FOR COPY MACHINE
12/10/2024	JM TODD COMPANY	ACH10	108.17	LEASE EQUIPMENT	COPIER LEASE AND REPAIR AGREEMENT
12/10/2024	JM TODD COMPANY	ACH10	25.23	COPYING CHARGES	COPIER LEASE AND REPAIR AGREEMENT
12/10/2024	JM TODD COMPANY	ACH10	113.47	LEASE EQUIPMENT	OFFICE COPIER
12/10/2024	JM TODD COMPANY	ACH10	59.06	COPYING CHARGES	OFFICE COPIER
12/10/2024	JM TODD COMPANY	ACH10	152.25	LEASE EQUIPMENT	PRINTING AND COPYING COSTS
12/10/2024	JM TODD COMPANY	ACH10	272.76	COPYING CHARGES	PRINTING AND COPYING COSTS
12/10/2024	JM TODD COMPANY	ACH10	78.90	LEASE EQUIPMENT	OFFICE COPIER
12/10/2024	JM TODD COMPANY	ACH10	79.53	COPYING CHARGES	OFFICE COPIER
12/10/2024	JM TODD COMPANY	ACH10	86.54	LEASE EQUIPMENT	OFFICE COPIER
12/10/2024	JM TODD COMPANY	ACH10	97.41	COPYING CHARGES	OFFICE COPIER
12/10/2024	JM TODD COMPANY	ACH10	103.95	LEASE EQUIPMENT	OFFICE COPIER LEASE FOR STAFF TO FULFILL THEIR DUTIES
12/10/2024	JM TODD COMPANY	ACH10	398.08	COPYING CHARGES	OFFICE COPIER LEASE FOR STAFF TO FULFILL THEIR DUTIES
12/10/2024	JM TODD COMPANY	ACH10	133.71	LEASE EQUIPMENT	CFMS SUITE 103 COPIER LEASE & COPIES FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	16.73	COPYING CHARGES	CFMS SUITE 103 COPIER LEASE & COPIES FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	129.74	LEASE EQUIPMENT	COPIER FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	18.61	COPYING CHARGES	COPIER FOR DAILY OPERATIONS

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12/10/2024	JM TODD COMPANY	ACH10	170.70	LEASE EQUIPMENT	COPIER FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	415.89	COPYING CHARGES	COPIER FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	98.24	LEASE EQUIPMENT	COPIER FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	31.72	COPYING CHARGES	COPIER FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	4.06	LEASE EQUIPMENT	COPIER FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	4.59	COPYING CHARGES	COPIER FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	133.71	LEASE EQUIPMENT	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/10/2024	JM TODD COMPANY	ACH10	52.68	COPYING CHARGES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/10/2024	JM TODD COMPANY	ACH10	0.27	COPYING CHARGES	PROVIDE COPIER SERVICES TO GMD
12/10/2024	JM TODD COMPANY	ACH10	79.38	LEASE EQUIPMENT	EQUIPMENT FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	59.25	COPYING CHARGES	EQUIPMENT FOR DAILY OPERATIONS
12/10/2024	JM TODD COMPANY	ACH10	106.97	LEASE EQUIPMENT	COPIER NEEDED FOR DAILY OPERATIONS OF OFFICE
12/10/2024	JM TODD COMPANY	ACH10	342.17	COPYING CHARGES	COPIER NEEDED FOR DAILY OPERATIONS OF OFFICE
12/10/2024	JM TODD COMPANY	ACH10	159.14	LEASE EQUIPMENT	PROVIDE DOCUMENT PRINTING FOR CRA DIVISION
12/10/2024	JM TODD COMPANY	ACH10	180.65	COPYING CHARGES	PROVIDE DOCUMENT PRINTING FOR CRA DIVISION
12/10/2024	JM TODD COMPANY	ACH10	96.79	LEASE EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	JM TODD COMPANY	ACH10	28.11	COPYING CHARGES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	JM TODD COMPANY	ACH10	96.79	LEASE EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	JM TODD COMPANY	ACH10	24.36	COPYING CHARGES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 6,420.43		
12/10/2024	JSFM INC	ACH10	430.62	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	JSFM INC	ACH10	22.68	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	JSFM INC	ACH10	280.18	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 733.48		
12/10/2024	MCGEE & ASSOCIATES	ACH10	1,365.00	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE VBB MSTU
12/10/2024	MCGEE & ASSOCIATES	ACH10	77.50	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE VBB MSTU
12/10/2024	MCGEE & ASSOCIATES	ACH10	990.00	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	MCGEE & ASSOCIATES	ACH10	194.25	OTHER CONTRACTUAL SERVICES	LANDSCAPE ARCHITECTURAL SERVICES FOR PINE RIDGE ROAD
			$ 2,626.75		
12/10/2024	Q GRADY MINOR & ASSOCIATES PA	ACH10	639.75	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	Q GRADY MINOR & ASSOCIATES PA	ACH10	6,616.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 7,256.50		
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	56,250.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	35,000.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	32,500.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	17,000.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	(133,712.50)	PREVIOUSLY PAID	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	91,000.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	88,000.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	20,000.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	(189,050.00)	PREVIOUSLY PAID	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	5,250.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	QUALITY ENTERPRISES USA INC	ACH10	6,500.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 28,737.50		
12/10/2024	SAFETY PRODUCTS INC	ACH10	24.40	OTHER OPERATING SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 24.40		
12/10/2024	THE SHERWIN WILLIAMS COMPANY	ACH10	79.96	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 79.96		
12/10/2024	SUNSHINE ACE HARDWARE INC	ACH10	23.38	OTHER OPERATING SUPPLIES	PROVIDE PAINT AND SUPPLIES
12/10/2024	SUNSHINE ACE HARDWARE INC	ACH10	8.99	OTHER OPERATING SUPPLIES	PROVIDE PAINT AND SUPPLIES
12/10/2024	SUNSHINE ACE HARDWARE INC	ACH10	30.58	OTHER OPERATING SUPPLIES	PROVIDE PAINT AND SUPPLIES
			$ 62.95		
12/10/2024	ULINE INC	ACH10	515.00	OTHER OPERATING SUPPLIES	SMALL CART TO USE IN WAREHOUSE STAFF SAFETY
12/10/2024	ULINE INC	ACH10	87.36	POSTAGE FREIGHT AND UPS	SMALL CART TO USE IN WAREHOUSE STAFF SAFETY
			$ 602.36		
12/10/2024	CDW LLC	ACH10	278.20	COURT INFORMATION TECHNOLOGY SUPPLIES	IT SUPPLIES PURCHASED PURSUANT TO FS29.008
12/10/2024	CDW LLC	ACH10	1,550.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/10/2024	CDW LLC	ACH10	3,233.00	OTHER CONTRACTUAL SERVICES	HARDWARE & SOFTWARE SUPPORT FOR COUNTY CISCO EQUIPMENT
12/10/2024	CDW LLC	ACH10	20,500.00	OTHER CONTRACTUAL SERVICES	HARDWARE & SOFTWARE SUPPORT FOR COUNTY CISCO EQUIPMENT
12/10/2024	CDW LLC	ACH10	128.00	OTHER CONTRACTUAL SERVICES	HARDWARE & SOFTWARE SUPPORT FOR COUNTY CISCO EQUIPMENT
12/10/2024	CDW LLC	ACH10	680.00	OTHER CONTRACTUAL SERVICES	HARDWARE & SOFTWARE SUPPORT FOR COUNTY CISCO EQUIPMENT
12/10/2024	CDW LLC	ACH10	2,080.00	SIGNAL REPAIRS AND MAINTENANCE	OPERATE & MAINTAIN TRAFFIC OPERATIONS SYSTEM
12/10/2024	CDW LLC	ACH10	374.75	DATA PROCESSING EQUIP R AND M	APC MAINTENANCE
12/10/2024	CDW LLC	ACH10	106,581.05	DATA PROCESSING EQUIP R AND M	APC MAINTENANCE
			$ 135,405.00		
12/10/2024	DOUGLAS N HIGGINS INC	ACH10	9,693.03	EMERGENCY MAINT AND REPAIR	SUPPORT SERVICE DELIVERY
			$ 9,693.03		
12/10/2024	TAMIAMI FORD INC	ACH10	19.84	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET

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12/10/2024	TAMIAMI FORD INC	ACH10	81.97	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/10/2024	TAMIAMI FORD INC	ACH10	32.80	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/10/2024	TAMIAMI FORD INC	ACH10	200.52	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/10/2024	TAMIAMI FORD INC	ACH10	203.13	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/10/2024	TAMIAMI FORD INC	ACH10	309.12	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/10/2024	TAMIAMI FORD INC	ACH10	44.36	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/10/2024	TAMIAMI FORD INC	ACH10	382.70	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/10/2024	TAMIAMI FORD INC	ACH10	796.20	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/10/2024	TAMIAMI FORD INC	ACH10	54.39	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 2,125.03		
12/10/2024	DEERE COMPANY	ACH10	38,961.40	OTHER MACHINERY AND EQUIPMENT	FOR MAINTENANCE OF COUNTY PROPERTY
			$ 38,961.40		
12/10/2024	HOOVER PUMPING SYSTEMS CORPORATION	ACH10	4,914.16	MAINTENANCE LANDSCAPING	PROVIDE MAINTENANCE TO PUMPS FOR IQ WATER
			$ 4,914.16		
12/10/2024	CUES INC	ACH10	8.95	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 8.95		
12/10/2024	WESCO TURF INC	ACH10	41.33	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	WESCO TURF INC	ACH10	81.18	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	WESCO TURF INC	ACH10	41.80	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	WESCO TURF INC	ACH10	118.01	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	WESCO TURF INC	ACH10	60.58	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	WESCO TURF INC	ACH10	13.70	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	WESCO TURF INC	ACH10	290.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	WESCO TURF INC	ACH10	380.55	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,027.15		
12/10/2024	HACH COMPANY	ACH10	6,646.20	OTHER MACHINERY AND EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER PLANT LAB
12/10/2024	HACH COMPANY	ACH10	64.50	OTHER MACHINERY AND EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER PLANT LAB
12/10/2024	HACH COMPANY	ACH10	161.78	ELECTRICAL SUPPLIER	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 6,872.48		
12/10/2024	PARADISE ADVERTISING & MARKETING IN	ACH10	1,050.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
			$ 1,050.00		
12/10/2024	GRAYBAR ELECTRIC COMPANY INC	ACH10	161.46	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAYBAR ELECTRIC COMPANY INC	ACH10	14,187.47	STREET LIGHT REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 14,348.93		
12/10/2024	COMCAST	ACH10	70.00	CABLE TV / INTERNET	PROVIDE CABLE TV SERVICE FOR COUNTY
12/10/2024	COMCAST	ACH10	97.64	CABLE TV / INTERNET	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	COMCAST	ACH10	251.29	CABLE TV / INTERNET	INTERNET CONNECTION FOR DAILY OPERATION & CUSTOMER USE
12/10/2024	COMCAST	ACH10	215.00	CABLE TV / INTERNET	INTERNET CONNECTION FOR DAILY OPERATION & CUSTOMER USE
12/10/2024	COMCAST	ACH10	128.90	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/10/2024	COMCAST	ACH10	259.95	CABLE TV / INTERNET	COMMUNICATIONS
12/10/2024	COMCAST	ACH10	113.85	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCUTION
			$ 1,136.63		
12/10/2024	CAROLLO ENGINEERS INC	ACH10	2,317.73	ENGINEERING FEES	TO MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 2,317.73		
12/10/2024	GRAY MATTER SYSTEMS LLC	ACH10	28,617.50	OTHER CONTRACTUAL SERVICES	PROVIDE STAFF ABILITY TO MORE EFFECTIVELY PERFORM DUTIES
12/10/2024	GRAY MATTER SYSTEMS LLC	ACH10	2,960.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/10/2024	GRAY MATTER SYSTEMS LLC	ACH10	102.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
			$ 31,680.00		
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	285.26	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,996.57	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	470.70	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	53.44	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	25.94	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,319.76	OTHER OPERATING SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	60.28	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,237.95	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	167.86	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,338.31	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,354.91	BUILDING AUTOMATION	REPAIRS, MAINTAIN OR IMPROVE A COUNTY FACILITY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	644.52	OTHER OPERATING SUPPLIES	SUPPLIES FOR CULINARY ACCELERATOR
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	291.56	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	164.34	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	17,850.00	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	109.26	OTHER OPERATING SUPPLIES	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	254.64	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	397.26	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	3,361.30	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	441.37	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES

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12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	29.11	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	36.06	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	6,921.78	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER GGWWTP
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	4,017.65	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	5,374.74	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	109.38	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,600.10	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	397.26	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	139.31	OTHER OPERATING SUPPLIES	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	150.78	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	63.08	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	85.98	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	3,568.23	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	79.96	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	3,266.29	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	134.94	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	5,401.89	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	275.76	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	15.92	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	64.56	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	664.50	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	852.25	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	458.00	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	334.20	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	76.80	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	(50.00)	CREDIT MEMO	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	352.28	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	36.20	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,289.29	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	245.97	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	37.04	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	751.04	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	20,293.00	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,176.63	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,278.18	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	208.83	LIGHT BULBS BALLAST	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	(4,993.00)	CREDIT MEMO	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,081.03	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	363.46	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	89.23	ANIMAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	692.16	PERSONAL SAFETY EQUIPMENT	SUPPORT SERVICE DELIVERY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,835.10	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	2,985.01	MINOR OPERATING EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	87.42	PERSONAL SAFETY EQUIPMENT	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	9.70	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	302.72	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	11.26	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	515.41	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,335.81	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	343.99	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	48.76	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	301.84	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,140.50	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,331.99	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	346.60	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	608.30	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	5.58	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,271.55	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION.
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,570.71	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	135.00	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	1,022.90	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	141.86	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	227.31	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	49.08	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	244.63	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	245.56	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	901.61	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	720.60	LIGHT BULBS BALLAST	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	161.15	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	210.00	OTHER OPERATING SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	346.27	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	881.29	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	22.96	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	456.30	LIGHT BULBS BALLAST	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	240.06	ANIMAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	661.65	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	GRAINGER INDUSTRIAL SUPPLY	ACH10	327.64	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 109,843.22		
12/10/2024	RWA INC	ACH10	928.50	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. CIVIL ENGINEERING SERVICES TO THE VBB MSTU
12/10/2024	RWA INC	ACH10	3,303.75	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. CIVIL ENGINEERING SERVICES TO THE VBB MSTU
12/10/2024	RWA INC	ACH10	6,652.25	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. CIVIL ENGINEERING SERVICES TO THE VBB MSTU
12/10/2024	RWA INC	ACH10	1,316.50	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. CIVIL ENGINEERING SERVICES TO THE VBB MSTU
12/10/2024	RWA INC	ACH10	4,484.25	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. CIVIL ENGINEERING SERVICES TO THE VBB MSTU
12/10/2024	RWA INC	ACH10	164.25	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. CIVIL ENGINEERING SERVICES TO THE VBB MSTU
12/10/2024	RWA INC	ACH10	4,240.25	OTHER CONTRACTUAL SERVICES	PROVIDE PROF. CIVIL ENGINEERING SERVICES TO THE VBB MSTU
			$ 21,089.75		
12/10/2024	GILLIG LLC	ACH10	51.61	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	GILLIG LLC	ACH10	41.08	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 92.69		
12/10/2024	FISHER SCIENTIFIC	ACH10	4,430.78	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	FISHER SCIENTIFIC	ACH10	1,387.95	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	FISHER SCIENTIFIC	ACH10	2,911.72	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/10/2024	FISHER SCIENTIFIC	ACH10	640.63	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/10/2024	FISHER SCIENTIFIC	ACH10	324.94	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/10/2024	FISHER SCIENTIFIC	ACH10	63.65	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	FISHER SCIENTIFIC	ACH10	242.35	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/10/2024	FISHER SCIENTIFIC	ACH10	11.42	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 10,013.44		
12/10/2024	PETER VORSATZ	ACH10	75.00	OTHER CONTRACTUAL SERVICES	MAINTAIN FOUNTAIN FOR TMS OPERATIONS AND SERVICES
			$ 75.00		
12/10/2024	BOUND TREE MEDICAL LLC	ACH10	465.08	MEDICINES AND DRUGS	MEDICATIONS FOR PATIENTS
12/10/2024	BOUND TREE MEDICAL LLC	ACH10	410.36	MEDICINES AND DRUGS	MEDICATIONS FOR PATIENTS
12/10/2024	BOUND TREE MEDICAL LLC	ACH10	5,090.30	MEDICINES AND DRUGS	MEDICATIONS FOR PATIENTS
			$ 5,965.74		
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	718.79	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	191.81	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	881.98	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	3,978.22	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	535.94	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	2,128.30	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	156.38	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	1,648.91	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	1,376.38	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	LIBRARY MATERIALS
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	1,973.97	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	1,513.59	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	5,234.84	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	2,365.84	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	4,133.39	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	2,795.13	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/10/2024	BAKER & TAYLOR ENTERTAINMENT	ACH10	211.72	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 29,845.19		
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	8,169.74	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	87.42	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	47.73	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	66.13	TELEPHONE SYSTEM SUPPORT ALLOCATION	NOVEMBER 16, 2024 BILLING
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	84.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	71.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	39.93	TELEPHONE DIRECT LINE	COMMUNICATION SERVICES FOR FLEET OPERATIONS
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	213.69	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/10/2024	CENTURYLINK COMMUNICATIONS LLC	ACH10	97.22	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
			$ 8,877.32		
12/10/2024	ANSWERFIRST COMMUNICATIONS INC	ACH10	126.35	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTED SERVICES PROVIDED PURSUANT TO FS29.008
			$ 126.35		
12/10/2024	FIRST HOSPITAL LABORATORIES, INC	ACH10	321.50	MEDICAL X RAYAND LAB	PROVIDE EMPLOYEE DRUG & ALCOHOL TESTING SERVICES
12/10/2024	FIRST HOSPITAL LABORATORIES, INC	ACH10	70.00	COUNTY EMPLOYEE PHYSICALS	STATE REQUIRED DRUG & ALCOHOL SCREENING FOR FM EMPLOYEES
12/10/2024	FIRST HOSPITAL LABORATORIES, INC	ACH10	543.50	COUNTY EMPLOYEE PHYSICALS	STATE REQUIRED DRUG & ALCOHOL SCREENING FOR FM EMPLOYEES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 935.00		
12/10/2024	REXEL USA INC	ACH10	700.00	ELECTRICAL SUPPLIER	TO PROVIDE TREE TRIMMING SERVICES FOR IQ/REUSE DEPARTMENT
12/10/2024	REXEL USA INC	ACH10	1,273.05	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	REXEL USA INC	ACH10	151.58	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	REXEL USA INC	ACH10	380.76	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	REXEL USA INC	ACH10	323.30	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 2,828.69		
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	1,687.95	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	871.20	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY PROPERTIES
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	2,014.65	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY PROPERTIES
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	952.87	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING SERVICES FOR NESA
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	2,395.80	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	1,034.55	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	653.40	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	1,742.40	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	1,470.15	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/10/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH10	544.50	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
			$ 13,367.47		
12/10/2024	PACE ANALYTICAL SERVICES INC	ACH10	324.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/10/2024	PACE ANALYTICAL SERVICES INC	ACH10	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/10/2024	PACE ANALYTICAL SERVICES INC	ACH10	162.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/10/2024	PACE ANALYTICAL SERVICES INC	ACH10	486.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 1,377.00		
12/10/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH10	49,315.53	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 49,315.53		
12/10/2024	ENDRESS & HAUSER INC	ACH10	978.37	UTILITIES PARTS ETC	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/10/2024	ENDRESS & HAUSER INC	ACH10	3,782.78	UTILITIES PARTS ETC	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
			$ 4,761.15		
12/10/2024	DAVIDSON ENGINEERING INC	ACH10	4,723.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/10/2024	DAVIDSON ENGINEERING INC	ACH10	104.55	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
			$ 4,827.55		
12/10/2024	TECHNOLOGY AT WORK INC	ACH10	300.00	OTHER CONTRACTUAL SERVICE	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 300.00		
12/10/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH10	9,549.64	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
			$ 9,549.64		
12/10/2024	HARRIS CORP PSPC	ACH10	32.00	OTHER CONTRACTUAL SERVICES	CONTRACTED SERVICES PURCHASED PURSUANT TO FS29.008
			$ 32.00		
12/10/2024	BLACK & VEATCH CORPORATION	ACH10	2,011.50	OTHER CONTRACTUAL SERVICES	PERMITS / CERTIFICATIONS
12/10/2024	BLACK & VEATCH CORPORATION	ACH10	2,112.00	OTHER CONTRACTUAL SERVICES	PERMITS / CERTIFICATIONS
			$ 4,123.50		
12/10/2024	TAYLOR ENGINEERING INC	ACH10	4,675.00	ENGINEERING FEES	IAN
12/10/2024	TAYLOR ENGINEERING INC	ACH10	12,778.13	ENGINEERING FEES	IAN
12/10/2024	TAYLOR ENGINEERING INC	ACH10	1,775.00	ENGINEERING FEES	IAN
			$ 19,228.13		
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	2,318.75	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	131.25	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	13,146.00	ENGINEERING FEES	REVIEW TRAFFIC COUNT DATA FOR COUNT STATIONS
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	1,557.73	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	1,549.26	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	3,375.09	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	3,356.73	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	3,721.25	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	3,701.02	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	STANTEC CONSULTING SERVICES INC	ACH10	703.50	ENGINEERING FEES	TO MAINTAIN TRANS. PLANNING SERVICES AND OPERATIONS
			$ 33,560.58		
12/10/2024	MARIANNE T LORUSSO	ACH10	390.00	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 390.00		
12/10/2024	N. HARRIS COMPUTER CORPORATION	ACH10	40,703.71	OTHER CONTRACTUAL SERVICES	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES
12/10/2024	N. HARRIS COMPUTER CORPORATION	ACH10	9,098.74	OTHER CONTRACTUAL SERVICES	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES
			$ 49,802.45		
12/10/2024	A&M PROPERTY MAINTENANCE LLC	ACH10	5,108.51	LANDSCAPE INCIDENTALS	GROUND MAINT FOR LELY MSTU AREAS
12/10/2024	A&M PROPERTY MAINTENANCE LLC	ACH10	600.00	OTHER CONTRACTUAL SERVICES	PRESERVE MAINTENANCE
			$ 5,708.51		
12/10/2024	MATHESON TRI GAS INC	ACH10	874.55	OTHER CONTRACTUAL SERVICES	CHEM LAB EQUIP/SUP REQ FOR DAILY OPERATIONS
			$ 874.55		
12/10/2024	ADVANCED MEDICAL OF NAPLES LLC	ACH10	4,370.00	OTHER PROFESSIONAL FEES	PROMOTE A SAFE AND HEALTHY WORKFORCE
			$ 4,370.00		
12/10/2024	OVERDRIVE INC	ACH10	178.50	LIBRARY E-BOOKS	MAINTAIN LIBRARY OPERATIONS

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	OVERDRIVE INC	ACH10	2,000.00	LIBRARY E-BOOKS	MAINTAIN LIBRARY OPERATIONS
			$ 2,178.50		
12/10/2024	SUN LIFE ASSURANCE COMPANY OF CANAD	ACH10	72,904.91	REINSURANCE PREMIUM	PROTECT HEALTH PLAN FROM CATASTROPHIC LOSS
			$ 72,904.91		
12/10/2024	COMPUTERS AT WORK! INC	ACH10	10,185.30	MINOR DATA PROCESSING EQUIPMENT	COMPUTERS FOR DAILY WORK
12/10/2024	COMPUTERS AT WORK! INC	ACH10	1,788.42	MINOR DATA PROCESSING EQUIPMENT	COMPUTERS FOR DAILY WORK
			$ 11,973.72		
12/10/2024	PREFERRED MATERIALS INC	ACH10	184.83	ASPHALT AND COLD MIX	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/10/2024	PREFERRED MATERIALS INC	ACH10	122.00	ASPHALT AND COLD MIX	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/10/2024	PREFERRED MATERIALS INC	ACH10	308.05	ASPHALT AND COLD MIX	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/10/2024	PREFERRED MATERIALS INC	ACH10	734.44	OTHER CONTRACTUAL SERVICES	MATERIAL FOR ROADWAYS REPAIRS & MAINTENANCE
12/10/2024	PREFERRED MATERIALS INC	ACH10	486.17	OTHER CONTRACTUAL SERVICES	MATERIAL FOR ROADWAYS REPAIRS & MAINTENANCE
			$ 1,835.49		
12/10/2024	THERMO ELECTRON NORTH AMERICA LLC	ACH10	7,493.80	OTHER CONTRACTUAL SERVICES	MAINTENANCE OF EQUIPMENT FOR TESTING OF WATER SAMPLINGS
			$ 7,493.80		
12/10/2024	JUICE TECHNOLOGIES INC	ACH10	1,282.50	BUILDING AUTOMATION	REPAIRS TO MAINTAIN AND OPERATE COUNTY EQUIPMENT
12/10/2024	JUICE TECHNOLOGIES INC	ACH10	466.09	BUILDING AUTOMATION	REPAIRS TO MAINTAIN AND OPERATE COUNTY EQUIPMENT
			$ 1,748.59		
12/10/2024	JACOBS ENGINEERING GROUP INC	ACH10	1,319.60	ENGINEERING FEES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING
12/10/2024	JACOBS ENGINEERING GROUP INC	ACH10	17,082.80	ENGINEERING FEES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING
12/10/2024	JACOBS ENGINEERING GROUP INC	ACH10	8,005.60	ENGINEERING FEES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING
			$ 26,408.00		
12/10/2024	THE HOMEIMPROVER LLC	ACH10	1,795.00	OTHER ADS	CUSTOMER OUTREACH AND EDUCATION ON PROPER DISPOSAL OF WASTE
			$ 1,795.00		
12/10/2024	TY LIN INTERNATIONAL INC	ACH10	5,040.55	ENGINEERING FEES	GOLDEN GATE PKWY CORRIDOR CONGESTION STUDY PROJECT
12/10/2024	TY LIN INTERNATIONAL INC	ACH10	20,562.20	ENGINEERING FEES	GOLDEN GATE PKWY CORRIDOR CONGESTION STUDY PROJECT
12/10/2024	TY LIN INTERNATIONAL INC	ACH10	1,675.49	ENGINEERING FEES	GOLDEN GATE PKWY CORRIDOR CONGESTION STUDY PROJECT
12/10/2024	TY LIN INTERNATIONAL INC	ACH10	6,168.45	ENGINEERING FEES	GOLDEN GATE PKWY CORRIDOR CONGESTION STUDY PROJECT
12/10/2024	TY LIN INTERNATIONAL INC	ACH10	464.45	ENGINEERING FEES	GOLDEN GATE PKWY CORRIDOR CONGESTION STUDY PROJECT
			$ 33,911.14		
12/10/2024	RURAL NEIGHBORHOODS INCORPRORATED	ACH10	16,143.75	REMITTANCES PRIVATE ORGANIZATIONS	REIMBURSE GRANT ELIGIBLE ACTIVITY
			$ 16,143.75		
12/10/2024	EFE INC	ACH10	146.02	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	EFE INC	ACH10	66.87	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	EFE INC	ACH10	783.65	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 996.54		
12/10/2024	DOBBS EQUIPMENT LLC	ACH10	4,815.86	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 4,815.86		
12/10/2024	ENVIRONMENTAL PRODUCTS GROUP INC	ACH10	6,428.57	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	ENVIRONMENTAL PRODUCTS GROUP INC	ACH10	5,571.43	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	ENVIRONMENTAL PRODUCTS GROUP INC	ACH10	2,175.87	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 14,175.87		
12/10/2024	HERITAGE LANDSCAPE SUPPLY	ACH10	282.11	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION PARTS FOR BAYSHORE MSTU
12/10/2024	HERITAGE LANDSCAPE SUPPLY	ACH10	14.62	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION PARTS FOR BAYSHORE MSTU
12/10/2024	HERITAGE LANDSCAPE SUPPLY	ACH10	309.47	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION PARTS FOR BAYSHORE MSTU
12/10/2024	HERITAGE LANDSCAPE SUPPLY	ACH10	77.66	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION PARTS FOR BAYSHORE MSTU
			$ 683.86		
12/10/2024	BATTERY USA	ACH10	128.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 128.00		
12/10/2024	KEYSTAFF INC	ACH10	860.15	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/10/2024	KEYSTAFF INC	ACH10	858.65	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
			$ 1,718.80		
12/10/2024	BB CLUB HOLDINGS INC	ACH10	1,250.00	MAINTENANCE LANDSCAPING	AIRPORT MAINTENANCE
			$ 1,250.00		
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	704.00	SECURITY SERVICES	SUPPORT SERVICES DELIVERY
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	348.80	SECURITY SERVICES	SUPPORT SERVICES DELIVERY
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	1,194.00	SECURITY SERVICES	SECURITY OF MARCO MUSEUM ARTIFACT
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	1,307.60	OTHER CONTRACTUAL SERVICES	SECURITY GUARD AT SPORTS COMPLEX
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	223.89	OTHER OPERATING SUPPLIES	SECURITY IMMOKALEE EVENTS
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	1,052.80	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	1,641.75	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	4,777.76	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	1,014.90	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	955.20	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	6,567.20	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	1,885.00	SECURITY SERVICES	PROVIDE SECURITY FOR PUBLIC GOVERNMENT BUILDING
12/10/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH10	18,388.29	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
			$ 40,061.19		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/10/2024	VALIENTE BUILDERS LLC	ACH10	1,954.84	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 1,954.84		
12/10/2024	WATER SCIENCE ASSOCIATES, INC	ACH10	603.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/10/2024	WATER SCIENCE ASSOCIATES, INC	ACH10	1,268.40	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 1,871.40		
12/10/2024	CPH CONSULTING, LLC	ACH10	15,023.00	OTHER CONTRACTUAL SERVICES	ENSURE PUBLIC ROADS MEET COUNTY STANDARDS
12/10/2024	CPH CONSULTING, LLC	ACH10	15,023.00	ENGINEERING FEES	ENSURE PUBLIC ROADS MEET COUNTY STANDARDS
12/10/2024	CPH CONSULTING, LLC	ACH10	10,066.13	OTHER CONTRACTUAL SERVICES	ENSURE PUBLIC ROADS MEET COUNTY STANDARDS
12/10/2024	CPH CONSULTING, LLC	ACH10	10,066.12	ENGINEERING FEES	ENSURE PUBLIC ROADS MEET COUNTY STANDARDS
			$ 50,178.25		
12/10/2024	BOWMAN GULF COAST LLC	ACH10	823.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	330.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	350.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	1,254.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	405.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	1,029.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	308.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	1,080.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	446.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	1,230.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	391.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	1,313.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	BOWMAN GULF COAST LLC	ACH10	1,193.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 10,157.00		
12/10/2024	BOWMAN GULF COAST LLC	ACH10	742.87	ENGINEERING FEES	DESIGN FOR WATERFLOW HEALTH AND SAFETY
12/10/2024	BOWMAN GULF COAST LLC	ACH10	742.88	ENGINEERING FEES	DESIGN FOR WATERFLOW HEALTH AND SAFETY
12/10/2024	BOWMAN GULF COAST LLC	ACH10	100.50	ENGINEERING FEES	DESIGN FOR WATERFLOW HEALTH AND SAFETY
12/10/2024	BOWMAN GULF COAST LLC	ACH10	100.50	ENGINEERING FEES	DESIGN FOR WATERFLOW HEALTH AND SAFETY
			$ 1,686.75		
12/10/2024	JOHNSON ENGINEERING LLC	WIR10	1,326.08	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	JOHNSON ENGINEERING LLC	WIR10	4,462.08	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	JOHNSON ENGINEERING LLC	WIR10	913.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 6,701.66		
12/10/2024	OMMAC LTD	WIR10	10,000.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN CC
			$ 10,000.00		
12/10/2024	ENVIROSERVE INC	WIR10	2,532.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
			$ 2,532.00		
12/10/2024	ADVANCED ROOFING INC	226049	174.20	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	ADVANCED ROOFING INC	226049	447.85	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	ADVANCED ROOFING INC	226049	387.85	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	ADVANCED ROOFING INC	226049	616.45	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	ADVANCED ROOFING INC	226049	204.20	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	ADVANCED ROOFING INC	226049	1,253.70	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 3,084.25		
12/10/2024	BLOCKER & LEWIS ENTERPRISES INC	226050	7.00	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
12/10/2024	BLOCKER & LEWIS ENTERPRISES INC	226050	64.87	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/10/2024	BLOCKER & LEWIS ENTERPRISES INC	226050	99.99	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
			$ 171.86		
12/10/2024	COLLIER COUNTY TAX COLLECTOR	226051	881.73	LAND CAPITAL OUTLAY	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 881.73		
12/10/2024	COLLIER TIRE & AUTO REPAIR	226052	33.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	COLLIER TIRE & AUTO REPAIR	226052	5,405.92	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	COLLIER TIRE & AUTO REPAIR	226052	4.50	FLEET R AND M INVENTORY	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	COLLIER TIRE & AUTO REPAIR	226052	90.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	COLLIER TIRE & AUTO REPAIR	226052	103.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	COLLIER TIRE & AUTO REPAIR	226052	592.30	FLEET R AND M INVENTORY	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	COLLIER TIRE & AUTO REPAIR	226052	1,676.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 7,904.72		
12/10/2024	STATE OF FLORIDA	226053	319.11	TELEPHONE SYSTEM SUPPORT ALLOCATION	SERVICES TO COLLIER COUNTY
12/10/2024	STATE OF FLORIDA	226053	52.56	TELEPHONE SYSTEM SUPPORT ALLOCATION	EMERGENCY POOLSIDE PHONES
12/10/2024	STATE OF FLORIDA	226053	341.64	TELEPHONE SYSTEM SUPPORT ALLOCATION	STATE PHONE LINES FOR EMS
12/10/2024	STATE OF FLORIDA	226053	0.13	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
			$ 713.44		
12/10/2024	EMERGENCY PET HOSPITAL OF COLLIER	226054	657.00	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/10/2024	EMERGENCY PET HOSPITAL OF COLLIER	226054	379.50	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/10/2024	EMERGENCY PET HOSPITAL OF COLLIER	226054	346.50	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
			$ 1,383.00		
12/10/2024	FLORIDA SHERIFFS SELF	226055	25,000.00	REINSURANCE PREMIUM	COMPLY WITH STATUTORY REQUIREMENTS PER F.S. 768.28

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			$ 25,000.00		
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	196.49	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	156.49	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	101.27	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	134.61	VETERINARIAN FEES COMPREHENSIVE CARE	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	87.81	VETERINARIAN FEES COMPREHENSIVE CARE	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	101.27	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	101.27	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	116.27	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	116.27	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	116.27	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/10/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226056	116.27	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
			$ 1,344.29		
12/10/2024	JACK & ANN'S FEED	226057	113.81	OTHER OPERATING SUPPLIES	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 113.81		
12/10/2024	AUDIO EXCEL INC	226058	985.00	RENT SUPPLIES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
			$ 985.00		
12/10/2024	LCEC	226059	26.92	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
			$ 26.92		
12/10/2024	LCEC	226149	132.77	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 132.77		
12/10/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226060	4.90	SPRINKLER SYSTEM MAINTENANCE	COMMUNITY BEAUTIFICATION
12/10/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226060	51.35	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION MAINTENANCE FOR RADIO RD MSTU
12/10/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226060	305.61	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION MAINTENANCE FOR RADIO RD MSTU
12/10/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226060	108.66	SPRINKLER SYSTEM MAINTENANCE	COMMUNITY BEAUTIFICATION
			$ 470.52		
12/10/2024	METRO ICE INC	226061	96.20	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	METRO ICE INC	226061	41.04	OTHER OPERATING SUPPLIES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/10/2024	METRO ICE INC	226061	158.90	OTHER OPERATING SUPPLIES	PROVIDE ICE TO WASTEWATER STAFF THAT WORK OUTDOORS
12/10/2024	METRO ICE INC	226061	176.00	OTHER OPERATING SUPPLIES	PROVIDE ICE TO STAFF THAT WORK OUTSIDE FOR WELLFIELD
12/10/2024	METRO ICE INC	226061	126.54	OTHER OPERATING SUPPLIES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/10/2024	METRO ICE INC	226061	124.70	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 723.38		
12/10/2024	NAPLES ARMATURE WORKS	226062	851.76	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	NAPLES ARMATURE WORKS	226062	663.70	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	NAPLES ARMATURE WORKS	226062	150.54	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	NAPLES ARMATURE WORKS	226062	52.08	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	NAPLES ARMATURE WORKS	226062	17.74	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	NAPLES ARMATURE WORKS	226062	104.36	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	NAPLES ARMATURE WORKS	226062	353.84	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/10/2024	NAPLES ARMATURE WORKS	226062	344.31	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 2,538.33		
12/10/2024	SAFE PASSAGE INTERNATIONAL INC	226063	6,555.00	COMPUTER SOFTWARE	ONLINE TRAINING FOR STAFF
			$ 6,555.00		
12/10/2024	FLORIDA SERVICE PAINTING INC	226064	142,526.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	FLORIDA SERVICE PAINTING INC	226064	38,071.60	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 180,597.60		
12/10/2024	SMITH EQUIPMENT & SUPPLY COMPANY	226065	12,960.00	OTHER ROAD MATERIALS	LARGE BROOMS FOR CLEANING CNTY STREETS
12/10/2024	SMITH EQUIPMENT & SUPPLY COMPANY	226065	5,925.00	OTHER ROAD MATERIALS	LARGE BROOMS FOR CLEANING CNTY STREETS
			$ 18,885.00		
12/10/2024	TRANE U.S. INC	226066	544.86	HVAC CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 544.86		
12/10/2024	UNIFIRST CORP	226067	25.52	OTHER CONTRACTUAL SERVICES	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT
12/10/2024	UNIFIRST CORP	226067	9.98	OTHER CONTRACTUAL SERVICES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/10/2024	UNIFIRST CORP	226067	20.50	CLOTHING AND UNIFORM RENTAL	FOR STAFF TO BE IDENTIFIED IN THE FIELD
12/10/2024	UNIFIRST CORP	226067	63.52	CLOTHING AND UNIFORM RENTAL	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/10/2024	UNIFIRST CORP	226067	63.52	CLOTHING AND UNIFORM RENTAL	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/10/2024	UNIFIRST CORP	226067	20.50	CLOTHING AND UNIFORM RENTAL	FOR STAFF TO BE IDENTIFIED IN THE FIELD
12/10/2024	UNIFIRST CORP	226067	23.48	CLOTHING AND UNIFORM RENTAL	WEEKLY UNIFORM RENTALS FOR STAFF
12/10/2024	UNIFIRST CORP	226067	19.98	CLOTHING AND UNIFORM RENTAL	WEEKLY UNIFORM RENTALS FOR STAFF
			$ 247.00		
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	5,375.55	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	3,522.53	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	915.00	RENT EQUIPMENT	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	1,181.00	RENT EQUIPMENT	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	1,830.00	RENT EQUIPMENT	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	575.00	RENT EQUIPMENT	SUPPORT SERVICE DELIVERY
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	1,152.14	RENT EQUIPMENT	EQUIPMENT RENTAL TO MAINTAIN AND OPERATE COUNTY FACILITIES

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12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	6,580.00	HVAC CONTRACTORS	EQUIPMENT RENTAL TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	311.53	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	3,705.00	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/10/2024	UNITED RENTALS (NORTH AMERICA) INC	226068	6,017.14	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
			$ 31,164.89		
12/10/2024	FLORIDA POWER & LIGHT	226069	1,538.32	ELECTRICITY	10/28-11/26/24 SHERIFF
12/10/2024	FLORIDA POWER & LIGHT	226069	26.72	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT	226069	37.33	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE G.GATE MSTU
12/10/2024	FLORIDA POWER & LIGHT	226069	4.92	ELECTRICITY	PROVIDE ELECTRICITY TO BUS SHELTER AT THOMASSON DR.
12/10/2024	FLORIDA POWER & LIGHT	226069	29.82	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE G.GATE MSTU
12/10/2024	FLORIDA POWER & LIGHT	226069	29.65	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE G.GATE MSTU
12/10/2024	FLORIDA POWER & LIGHT	226069	26.15	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE RADIO RD MSTU
12/10/2024	FLORIDA POWER & LIGHT	226069	143.62	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE RADIO RD MSTU
12/10/2024	FLORIDA POWER & LIGHT	226069	45.52	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE G.GATE MSTU
12/10/2024	FLORIDA POWER & LIGHT	226069	37.94	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE LELY MSTU
12/10/2024	FLORIDA POWER & LIGHT	226069	26.96	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
			$ 1,946.95		
12/10/2024	CHRIS TEL CO	226070	49,181.85	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/10/2024	CHRIS TEL CO	226070	1,569.39	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/10/2024	CHRIS TEL CO	226070	11,019.76	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/10/2024	CHRIS TEL CO	226070	5,935.59	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/10/2024	CHRIS TEL CO	226070	12,943.48	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/10/2024	CHRIS TEL CO	226070	8,443.54	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/10/2024	CHRIS TEL CO	226070	(4,454.68)	RETAINAGE HELD	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 84,638.93		
12/10/2024	VERIZON WIRELESS	226071	2,723.04	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/10/2024	VERIZON WIRELESS	226071	957.26	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/10/2024	VERIZON WIRELESS	226071	140.05	OTHER CONTRACTUAL SERVICES	EMPLOYEE PRODUCTIVITY
12/10/2024	VERIZON WIRELESS	226071	175.06	CELLULAR TELEPHONE	EMPLOYEE PRODUCTIVITY
12/10/2024	VERIZON WIRELESS	226071	2,035.71	CELLULAR TELEPHONE	DATA CONNECTION FOR CAT VEHICLES
12/10/2024	VERIZON WIRELESS	226071	2,035.71	ELECTRICITY	DATA CONNECTION FOR CAT VEHICLES
12/10/2024	VERIZON WIRELESS	226071	316.26	CELLULAR TELEPHONE	GUARDIAN LITEM VERIZON WIRELESS CHARGES
12/10/2024	VERIZON WIRELESS	226071	163.12	CELLULAR TELEPHONE	MOBILE COMMUNICATION SERVICES
12/10/2024	VERIZON WIRELESS	226071	198.50	CELLULAR TELEPHONE	MOBILE COMMUNICATION SERVICES
12/10/2024	VERIZON WIRELESS	226071	163.14	CELLULAR TELEPHONE	MOBILE COMMUNICATION SERVICES
12/10/2024	VERIZON WIRELESS	226071	96.60	CELLULAR TELEPHONE	CELLULAR PHONE IPAD FOR DUTY JUDGE
12/10/2024	VERIZON WIRELESS	226071	91.42	CELLULAR TELEPHONE	MAINTAIN BCC OPERATIONS, SERVICES, AND COMMUNICATIONS
12/10/2024	VERIZON WIRELESS	226071	140.62	CELLULAR TELEPHONE	MAINTAIN BCC OPERATIONS, SERVICES, AND COMMUNICATIONS
12/10/2024	VERIZON WIRELESS	226071	82.34	CELLULAR TELEPHONE	MAINTAIN BCC OPERATIONS, SERVICES, AND COMMUNICATIONS
12/10/2024	VERIZON WIRELESS	226071	137.19	CELLULAR TELEPHONE	MAINTAIN BCC OPERATIONS, SERVICES, AND COMMUNICATIONS
12/10/2024	VERIZON WIRELESS	226071	92.54	CELLULAR TELEPHONE	MAINTAIN BCC OPERATIONS, SERVICES, AND COMMUNICATIONS
12/10/2024	VERIZON WIRELESS	226071	101.02	CELLULAR TELEPHONE	PROVIDE COMMUNICATION CAPABILITIES FOR OFFICE
12/10/2024	VERIZON WIRELESS	226071	362.21	CELLULAR TELEPHONE	MAINTAIN CCR OPERATIONS, SERVICES, AND COMMUNICATIONS
12/10/2024	VERIZON WIRELESS	226071	124.80	CELLULAR TELEPHONE	CELLULAR SERVICE PURCHASED PURSUANT TO FS29.008
12/10/2024	VERIZON WIRELESS	226071	36.07	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	899.63	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	180.35	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	215.40	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	250.37	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	1,020.86	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	361.14	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	2,520.43	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	36.07	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	72.14	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	107.15	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	36.07	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	538.98	CELLULAR TELEPHONE	SUPPORT SERVICE DELIVERY
12/10/2024	VERIZON WIRELESS	226071	286.23	CELLULAR TELEPHONE	SUPPORT SERVICE DELIVERY
12/10/2024	VERIZON WIRELESS	226071	163.74	CELLULAR TELEPHONE	SUPPORT SERVICE DELIVERY
12/10/2024	VERIZON WIRELESS	226071	360.70	CELLULAR TELEPHONE	SUPPORT SERVICE DELIVERY
12/10/2024	VERIZON WIRELESS	226071	13.88	TELEPHONE ACCESS CHARGES	PROVIDE OFFSITE COMMUNICATION FOR STAFF
12/10/2024	VERIZON WIRELESS	226071	36.42	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	452.50	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	75.28	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	393.96	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	90.88	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	296.76	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	458.72	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF

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12/10/2024	VERIZON WIRELESS	226071	1,632.27	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	210.13	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	2,851.33	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	82.24	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	113.46	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	125.19	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	40.44	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	43.64	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	315.61	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES AND DEVICES FOR GMD STAFF
12/10/2024	VERIZON WIRELESS	226071	43.52	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	118.28	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	762.55	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	1,401.98	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	158.58	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	835.81	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	389.32	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	174.94	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	236.04	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	36.42	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	658.44	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	303.96	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	184.20	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	36.42	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	37.41	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	45.44	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
12/10/2024	VERIZON WIRELESS	226071	148.67	CELLULAR TELEPHONE	HEALTH AND SAFETY FOR STAFF COMMUNICATION IN FIELD
			$ 30,026.61		
12/10/2024	CITY OF NAPLES	226150	889.96	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 889.96		
12/10/2024	CITY OF NAPLES	226151	1,328.14	WATER AND SEWER	OPERATE & MAINTAIN NAPLES RECYCLING DROP OFF CENTER
			$ 1,328.14		
12/10/2024	CITY OF NAPLES	226152	97.10	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 97.10		
12/10/2024	CITY OF NAPLES	226153	90.98	WATER AND SEWER	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 90.98		
12/10/2024	CITY OF NAPLES	226154	43.28	WATER AND SEWER	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 43.28		
12/10/2024	CITY OF NAPLES	226155	43.28	WATER AND SEWER	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 43.28		
12/10/2024	CITY OF NAPLES	226156	175.06	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 175.06		
12/10/2024	CITY OF NAPLES	226157	100.28	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 100.28		
12/10/2024	CITY OF NAPLES	226158	26.28	WATER AND SEWER	WATER FOR THE PARKS
			$ 26.28		
12/10/2024	CITY OF NAPLES	226159	109.82	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 109.82		
12/10/2024	CITY OF NAPLES	226160	68.48	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 68.48		
12/10/2024	CITY OF NAPLES	226161	71.66	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 71.66		
12/10/2024	CITY OF NAPLES	226162	68.48	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 68.48		
12/10/2024	CITY OF NAPLES	226163	109.82	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 109.82		
12/10/2024	CITY OF NAPLES	226164	65.30	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 65.30		
12/10/2024	CITY OF NAPLES	226165	116.18	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 116.18		
12/10/2024	CITY OF NAPLES	226166	144.80	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 144.80		
12/10/2024	CITY OF NAPLES	226167	101.50	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 101.50		
12/10/2024	FEDEX	226072	23.94	POSTAGE FREIGHT AND UPS	PROVIDE OVERNIGHT SHIPPING OF MATERIALS
12/10/2024	FEDEX	226072	214.93	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	FEDEX	226072	76.36	POSTAGE FREIGHT AND UPS	SHIPPING COSTS TO PROMOTE TOURISM IN COLLIER COUNTY
12/10/2024	FEDEX	226072	10.68	POSTAGE FREIGHT AND UPS	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY
12/10/2024	FEDEX	226072	25.62	POSTAGE FREIGHT AND UPS	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY

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12/10/2024	FEDEX	226072	52.76	POSTAGE FREIGHT AND UPS	MAILING OF MATERIAL OVERNIGHT FOR PUBLIC NOTICES RE: MPO
12/10/2024	FEDEX	226072	128.00	POSTAGE FREIGHT AND UPS	COURIER/SHIPPING SERVICES
12/10/2024	FEDEX	226072	8.92	POSTAGE FREIGHT AND UPS	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
12/10/2024	FEDEX	226072	26.30	POSTAGE FREIGHT AND UPS	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
12/10/2024	FEDEX	226072	17.23	POSTAGE FREIGHT AND UPS	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
12/10/2024	FEDEX	226072	71.95	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	FEDEX	226072	11.56	POSTAGE FREIGHT AND UPS	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 668.25		
12/10/2024	HILLS PET NUTRITION SALES INC	226073	141.82	SHELTER ANIMAL FOOD	SUPPORT WELFARE OF ANIMALS IN DAS CARE
			$ 141.82		
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.07	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.07	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	48.96	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.39	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.68	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.60	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	28.22	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	30.95	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	32.77	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.18	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.28	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.63	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	37.47	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	90.77	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.99	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	27.81	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.31	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	50.69	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.63	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.63	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.35	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.24	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/10/2024	FLORIDA POWER & LIGHT COMPANY	226168	26.02	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
			$ 743.71		
12/10/2024	ZOLL MEDICAL CORP	226074	1,913.82	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/10/2024	ZOLL MEDICAL CORP	226074	406.98	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/10/2024	ZOLL MEDICAL CORP	226074	3,488.49	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/10/2024	ZOLL MEDICAL CORP	226074	1,349.34	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 7,158.63		
12/10/2024	CINTAS CORPORATION	226075	26.62	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
			$ 26.62		
12/10/2024	MOHAWK FACTORING LLC	226076	1,843.42	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/10/2024	MOHAWK FACTORING LLC	226076	93.98	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 1,937.40		
12/10/2024	COMPUTER INFORMATION AND PLANNING	226077	3,319.87	COURT INFORMATION TECHNOLOGY SUPPLIES	DATA PROCESSING SERVICES PURCHASED PURSUANT TO FS29.008
			$ 3,319.87		
12/10/2024	NAPLES AUTO TRUCK VAN LLC	226078	1,283.00	OTHER CONTRACTUAL SERVICES	PROVIDE SAFETY EQUIP FOR CRITICAL INFRASTRUCTURE VEHICLE
12/10/2024	NAPLES AUTO TRUCK VAN LLC	226078	895.00	OTHER CONTRACTUAL SERVICES	PROVIDE SAFETY EQUIP FOR CRITICAL INFRASTRUCTURE VEHICLE
			$ 2,178.00		
12/10/2024	SUNBELT RENTALS	226079	10,378.48	OTHER CONTRACTUAL SERVICES	PUBLIC HEALTH AND SAFETY
			$ 10,378.48		
12/10/2024	GRILL & FILL	226080	173.00	FUEL AND LUBRICANTS OUTSIDE VENDORS	PROVIDE PROPANE FOR TANKS/FORKLIFT FOR INV MANAGEMENT
			$ 173.00		
12/10/2024	FIRESERVICE INC	226081	917.50	INDOOR AIR QUALITY	ENVIRONMENTAL REMEDIATION TO MAINTAIN COUNTY FACILITIES
12/10/2024	FIRESERVICE INC	226081	7,829.94	INDOOR AIR QUALITY	ENVIRONMENTAL REMEDIATION TO MAINTAIN COUNTY FACILITIES
12/10/2024	FIRESERVICE INC	226081	1,799.10	INDOOR AIR QUALITY	ENVIRONMENTAL REMEDIATION TO MAINTAIN COUNTY FACILITIES
12/10/2024	FIRESERVICE INC	226081	1,260.00	INDOOR AIR QUALITY	ENVIRONMENTAL REMEDIATION TO MAINTAIN COUNTY FACILITIES
			$ 11,806.54		
12/10/2024	TRI COUNTY APPRENTICESHIP ACADEMY	226082	663.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 663.00		
12/10/2024	GAYLORD MERLIN LUDOVICI & DIAZ	226083	11,524.00	LAND CAPITAL OUTLAY	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 11,524.00		
12/10/2024	LEXIS NEXIS RISK DATA MANAGEMENT IN	226084	196.85	COMPUTER SOFTWARE	EMS LEXISNEXIS USED FOR SKIP TRACE FOR BILLING COLLECTIONS
			$ 196.85		
12/10/2024	MJS GOLF SERVICES LLC	226085	2,775.00	ATHLETIC COURT AND BALL FIELD MAINT	SUPPORTING SERVICE DELIVERY
			$ 2,775.00		
12/10/2024	CIRCUIT BREAKER SALES LLC	226086	4,500.00	R AND M ELECTRICAL	TO PROVIDE PARTS FOR IQ DEPARTMENT
			$ 4,500.00		

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12/10/2024	CENTURYLINK	226087	27,636.21	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/10/2024	CENTURYLINK	226087	544.58	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/10/2024	CENTURYLINK	226087	157.26	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
			$ 28,338.05		
12/10/2024	RS AMERICAS INC	226088	173.94	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	RS AMERICAS INC	226088	29.00	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 202.94		
12/10/2024	CINTAS CORPORATION	226089	31.45	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/10/2024	CINTAS CORPORATION	226089	29.41	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/10/2024	CINTAS CORPORATION	226089	34.44	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/10/2024	CINTAS CORPORATION	226089	31.45	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/10/2024	CINTAS CORPORATION	226089	29.41	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/10/2024	CINTAS CORPORATION	226089	34.44	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/10/2024	CINTAS CORPORATION	226089	150.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	150.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	124.28	MEDICAL SUPPLIES	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/10/2024	CINTAS CORPORATION	226089	119.80	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/10/2024	CINTAS CORPORATION	226089	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	280.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	815.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	140.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	570.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	98.25	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	475.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	42.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	242.73	CLOTHING AND UNIFORM RENTAL	EMPLOYEE UNIFORMS
12/10/2024	CINTAS CORPORATION	226089	1,214.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	487.80	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	468.90	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	175.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	372.75	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	31.50	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	190.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	CINTAS CORPORATION	226089	838.82	CLOTHING AND UNIFORM RENTAL	PROVIDE UNIFORMS TO COUNTY STAFF
12/10/2024	CINTAS CORPORATION	226089	89.76	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/10/2024	CINTAS CORPORATION	226089	74.86	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/10/2024	CINTAS CORPORATION	226089	4.52	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/10/2024	CINTAS CORPORATION	226089	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/10/2024	CINTAS CORPORATION	226089	141.09	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	CINTAS CORPORATION	226089	75.05	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/10/2024	CINTAS CORPORATION	226089	13.50	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/10/2024	CINTAS CORPORATION	226089	62.94	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	CINTAS CORPORATION	226089	67.58	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF
12/10/2024	CINTAS CORPORATION	226089	15.00	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/10/2024	CINTAS CORPORATION	226089	111.31	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/10/2024	CINTAS CORPORATION	226089	227.31	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	CINTAS CORPORATION	226089	49.52	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
			$ 10,552.06		
12/10/2024	OCLC ONLINE COMPUTER LIBRARY CENTER	226090	76,543.30	LIBRARY E-BOOKS	MAINTAIN LIBRARY OPERATIONS
			$ 76,543.30		
12/10/2024	SEAL ANALYTICAL INC	226091	382.60	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPORT FOR WATER QUALITY MONITORING PROGRAMS
			$ 382.60		
12/10/2024	ADT LLC	226092	214.62	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/10/2024	ADT LLC	226092	272.44	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 487.06		
12/10/2024	SOUTHERN HOME CARE SERVICES INC	226093	5,293.17	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/10/2024	SOUTHERN HOME CARE SERVICES INC	226093	6,999.88	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 12,293.05		
12/10/2024	LAWSON PRODUCTS INC	226094	129.56	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT

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12/10/2024	LAWSON PRODUCTS INC	226094	308.30	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	LAWSON PRODUCTS INC	226094	312.63	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	LAWSON PRODUCTS INC	226094	165.84	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	LAWSON PRODUCTS INC	226094	1,639.88	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	LAWSON PRODUCTS INC	226094	433.82	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,990.03		
12/10/2024	ELLEN T CHADWELL	226095	862.50	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
12/10/2024	ELLEN T CHADWELL	226095	2,325.00	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
			$ 3,187.50		
12/10/2024	SUBURBAN PROPANE LP	226096	373.77	GAS SERVICE	SUPPORT SERVICE DELIVERY
			$ 373.77		
12/10/2024	UNIVERSITY ENTERPRISES INC	226097	230.00	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	PROVIDE WATER/WW SACRAMENTO BOOKS FOR LICENSES FOR PUD
12/10/2024	UNIVERSITY ENTERPRISES INC	226097	31.00	POSTAGE FREIGHT AND UPS	PROVIDE WATER/WW SACRAMENTO BOOKS FOR LICENSES FOR PUD
			$ 261.00		
12/10/2024	MWI VETERINARY SUPPLY CO	226098	468.72	MEDICAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES
			$ 468.72		
12/10/2024	SUNSHINE LUBES LLC	226099	73.49	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 73.49		
12/10/2024	FPL ASSIST	226169	122.29	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 122.29		
12/10/2024	FPL ASSIST	226170	58.37	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 58.37		
12/10/2024	WILLIAM E MUNSON COMPANY INC	226100	5,540.00	MARINE EQUIPMENT AND BOATS	CRANE USED ON PUBLIC WATERWAYS PROJECTS
			$ 5,540.00		
12/10/2024	MID-AMERICA ARTS ALLIANCE	226101	3,150.00	OTHER CONTRACTUAL SERVICES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
12/10/2024	MID-AMERICA ARTS ALLIANCE	226101	1,050.00	OTHER CONTRACTUAL SERVICES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
			$ 4,200.00		
12/10/2024	NEXAIR, LLC	226102	43.55	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	NEXAIR, LLC	226102	45.00	OTHER OPERATING SUPPLIES	PROVIDE WELDING SUPPLIES TO MAINTAIN SCRWTP
12/10/2024	NEXAIR, LLC	226102	45.00	OTHER OPERATING SUPPLIES	PROVIDE WELDING SUPPLIES TO MAINTAIN SCRWTP
12/10/2024	NEXAIR, LLC	226102	43.55	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	NEXAIR, LLC	226102	45.00	OTHER OPERATING SUPPLIES	PROVIDE WELDING SUPPLIES TO MAINTAIN SCRWTP
12/10/2024	NEXAIR, LLC	226102	45.15	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	NEXAIR, LLC	226102	45.15	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	NEXAIR, LLC	226102	158.23	ATHLETIC COURT AND BALL FIELD MAINT	MAINTAIN PLAYING FIELDS
12/10/2024	NEXAIR, LLC	226102	48.71	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	NEXAIR, LLC	226102	73.40	OTHER OPERATING SUPPLIES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 592.74		
12/10/2024	RHYTHM ENGINEERING LLC	226103	8,880.00	SIGNAL SYSTEM MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS & SVS
			$ 8,880.00		
12/10/2024	SAFETY-KLEEN SYSTEMS INC	226104	286.78	OTHER CONTRACTUAL SERVICES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 286.78		
12/10/2024	HANSEN ELECTRICAL SUPPLY INC	226105	60.84	ELECTRICAL SUPPLIER	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 60.84		
12/10/2024	SYMBIONT SERVICE CORP	226106	169.45	OTHER CONTRACTUAL SERVICES	MAINTAIN COUNTY PROPERTY/ASSETS
			$ 169.45		
12/10/2024	AIRGAS USA LLC	226107	30.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/10/2024	AIRGAS USA LLC	226107	62.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/10/2024	AIRGAS USA LLC	226107	30.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/10/2024	AIRGAS USA LLC	226107	30.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/10/2024	AIRGAS USA LLC	226107	110.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
			$ 262.00		
12/10/2024	PWC JOINT VENTURE LLC	226108	4,102.79	EMERGENCY MAINT AND REPAIR	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	PWC JOINT VENTURE LLC	226108	10,029.86	EMERGENCY MAINT AND REPAIR	EMERGENCY CONTRACTOR SERVICES FOR PUBLIC UTILITIES
			$ 14,132.65		
12/10/2024	CARLON INC	226109	405.00	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/10/2024	CARLON INC	226109	966.60	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/10/2024	CARLON INC	226109	368.18	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
			$ 1,739.78		
12/10/2024	SOLITUDE LAKE MANAGEMENT LLC	226110	300.00	OTHER CONTRACTUAL SERVICES	MAINTENANCE OF COUNTY PROPERTY
			$ 300.00		
12/10/2024	METRO EQUIPMENT SERVICES INC	226111	106,600.00	INFRASTRUCTURE	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/10/2024	METRO EQUIPMENT SERVICES INC	226111	(5,330.00)	RETAINAGE HELD	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 101,270.00		
12/10/2024	TPH HOLDINGS LLC	226112	130.08	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	230.87	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	212.71	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	6.83	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000

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12/10/2024	TPH HOLDINGS LLC	226112	530.58	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	89.78	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	373.32	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	450.38	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	80.45	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	45.70	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/10/2024	TPH HOLDINGS LLC	226112	50.01	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
			$ 2,200.71		
12/10/2024	ECOLAB INC	226113	195.05	OTHER CONTRACTUAL SERVICE	WATER SOFTENER & SUPPLIES FOR CULINARY ACCELERATOR
			$ 195.05		
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	1,060.00	MAINTENANCE LANDSCAPING	MAINTAIN COUNTY PROPERTY/ASSETS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	435.50	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	425.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	518.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	545.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	594.44	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	590.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	998.50	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	313.50	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	441.38	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	804.33	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	1,060.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	268.55	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	260.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	543.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	1,060.00	MAINTENANCE LANDSCAPING	MAINTAIN COUNTY PROPERTY/ASSETS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	2,465.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	802.77	OTHER CONTRACTUAL SERVICES	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	198.75	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	486.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	1,520.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/10/2024	R&N LAWN MAINTENANCE INC.	226114	926.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
			$ 16,315.72		
12/10/2024	NATIONAL ASSOCIATION OF COUNTIES	226115	5,642.00	DUES AND MEMBERSHIPS	MAINTAIN ANNUAL PROFESSIONAL NACO MEMBERSHIP FOR COLLIER
			$ 5,642.00		
12/10/2024	TREE SCAPING OF NAPLES INC	226116	51,570.00	TREE TRIMMING	TREE TRIMMING FOR PUBLIC SAFETY
12/10/2024	TREE SCAPING OF NAPLES INC	226116	8,300.00	TREE TRIMMING	TREE TRIMMING OR STUMP REMOVAL PUBLIC SAFETY
			$ 59,870.00		
12/10/2024	PK STUDIOS, INC	226117	877.25	ENGINEERING FEES DESIGN	IAN
12/10/2024	PK STUDIOS, INC	226117	181.50	ENGINEERING FEES DESIGN	IAN
12/10/2024	PK STUDIOS, INC	226117	151.25	ENGINEERING FEES DESIGN	IAN
12/10/2024	PK STUDIOS, INC	226117	1,058.75	ENGINEERING FEES DESIGN	IAN
			$ 2,268.75		
12/10/2024	WORLD PETROLEUM CORP	226118	183.75	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/10/2024	WORLD PETROLEUM CORP	226118	206.25	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/10/2024	WORLD PETROLEUM CORP	226118	140.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/10/2024	WORLD PETROLEUM CORP	226118	50.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/10/2024	WORLD PETROLEUM CORP	226118	76.50	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/10/2024	WORLD PETROLEUM CORP	226118	215.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
			$ 871.50		
12/10/2024	ELECTRONIC RECYCLING CENTER INC	226119	2,275.61	OTHER CONTRACTUAL SERVICES	PROPER DISPOSAL OF ELECTRONICS AT THE RECYCLING CENTERS
			$ 2,275.61		
12/10/2024	CUMMINS INC	226120	2,600.40	OTHER CONTRACTUAL SERVICES	PROVIDE PUBLIC BUILDING ENERGY MANAGEMENT & SAFETY
			$ 2,600.40		
12/10/2024	AMERICAN FACILITY SERVICES INC	226121	448.00	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/10/2024	AMERICAN FACILITY SERVICES INC	226121	128.00	CUSTODIAL SERVICES OUTSIDE VENDORS	MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/10/2024	AMERICAN FACILITY SERVICES INC	226121	128.00	OTHER CONTRACTUAL SERVICES	MAINTAIN TMS SOUTH OPERATION & SERVICES
12/10/2024	AMERICAN FACILITY SERVICES INC	226121	512.00	OTHER CONTRACTUAL SERVICES	MAINTAIN TMS SOUTH OPERATION & SERVICES
12/10/2024	AMERICAN FACILITY SERVICES INC	226121	2,659.80	CUSTODIAL SERVICES OUTSIDE VENDORS	OPERATIONS AND MAINTENANCE OF PUBLIC SAFETY RADIO SYSTEM
			$ 3,875.80		
12/10/2024	DIRECTV LLC	226122	92.99	CABLE TV / INTERNET	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 92.99		
12/10/2024	AED BRANDS LLC	226123	1,866.95	PERSONAL SAFETY EQUIPMENT	PUBLIC SAFETY
12/10/2024	AED BRANDS LLC	226123	301.00	PERSONAL SAFETY EQUIPMENT	PUBLIC SAFETY
			$ 2,167.95		
12/10/2024	PEDIATRIC EMERGENCY STANDARDS INC	226124	11,129.74	COMPUTER SOFTWARE	ENSURE ACCURACY IN DOSING OF MEDICATIONS TO PATIENTS
			$ 11,129.74		
12/10/2024	DG INVESTMENT INTERMEDIATE HOLDINGS	226125	35,827.90	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR TMS SO HORSESHOE DR

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12/10/2024	DG INVESTMENT INTERMEDIATE HOLDINGS	226125	2,647.88	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR TMS SO HORSESHOE DR
12/10/2024	DG INVESTMENT INTERMEDIATE HOLDINGS	226125	678.21	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR TMS SO HORSESHOE DR
			$ 39,153.99		
12/10/2024	RELADYNE FLORIDA LLC	226126	767.20	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	RELADYNE FLORIDA LLC	226126	2,238.45	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 3,005.65		
12/10/2024	CEC MOTOR & UTILITY SERVICES LLC	226127	374.24	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	CEC MOTOR & UTILITY SERVICES LLC	226127	20.60	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 394.84		
12/10/2024	MILES PARTNERSHIP LLLP	226128	5,677.42	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/10/2024	MILES PARTNERSHIP LLLP	226128	8,000.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
			$ 13,677.42		
12/10/2024	LIQUIDSPRING LLC	226129	953.02	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 953.02		
12/10/2024	PYE-BARKER PARENT LLC	226130	124.50	MEDICAL SUPPLIES	TO MAINTAIN SAFETY FOR STAFF
			$ 124.50		
12/10/2024	ADVANCED ENVIRONMENTAL LABORATORIES	226131	3,591.00	OTHER CONTRACTUAL SERVICES	PROVIDES LABORATORY SERVICES FOR DRINKING WATER CERTIF. & QC
12/10/2024	ADVANCED ENVIRONMENTAL LABORATORIES	226131	1,795.50	OTHER CONTRACTUAL SERVICES	PROVIDES LABORATORY SERVICES FOR DRINKING WATER CERTIF. & QC
12/10/2024	ADVANCED ENVIRONMENTAL LABORATORIES	226131	53.00	OTHER CONTRACTUAL SERVICES	PROVIDES LABORATORY SERVICES FOR DRINKING WATER CERTIF. & QC
			$ 5,439.50		
12/10/2024	BC PLUMBING & DRAIN, INC.	226132	6,527.00	HVAC SUPPLIES	REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	BC PLUMBING & DRAIN, INC.	226132	150.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	BC PLUMBING & DRAIN, INC.	226132	100.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	BC PLUMBING & DRAIN, INC.	226132	275.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	BC PLUMBING & DRAIN, INC.	226132	250.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	BC PLUMBING & DRAIN, INC.	226132	722.11	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN COUNTY FACILITIES
12/10/2024	BC PLUMBING & DRAIN, INC.	226132	1,350.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN COUNTY FACILITIES
			$ 9,374.11		
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	2,125.77	WATER AND SEWER	UTILITY SERVICES FOR SPORTS COMPLEX
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	676.42	WATER AND SEWER	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	270.53	WATER AND SEWER	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL SCALEHOUSE
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	228.42	WATER AND SEWER	PROVIDE ENVIRONMENTAL COMPLIANCE FOR HAZARDOUS MATERIALS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	169.72	WATER AND SEWER	UTILITY SERVICES FOR SPORTS COMPLEX
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	140.10	WATER AND SEWER	PROVIDE ENVIRONMENTAL COMPLIANCE FOR HAZARDOUS MATERIALS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	605.49	WATER AND SEWER	UTILITIES FOR EMS STATION
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	91.98	WATER AND SEWER	UTILITIES FOR EMS STATION
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	243.59	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	320.90	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	214.97	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	213.98	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	138.74	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	128.84	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	94.19	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	93.20	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	2,299.18	WATER AND SEWER	WATER FOR THE PARKS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	915.77	WATER AND SEWER	WATER FOR THE PARKS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	91.98	WATER AND SEWER	WATER FOR THE PARKS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	756.57	WATER AND SEWER	PROVIDE WATER/SEWER SERVICE AT THE CAT FACILITY
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	756.57	WATER AND SEWER	PROVIDE WATER/SEWER SERVICE AT THE CAT FACILITY
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	8,264.32	WATER AND SEWER	WATER FOR THE PARKS
12/10/2024	COLLIER COUNTY UTILITY BILLING	226133	1,394.25	WATER AND SEWER	WATER FOR THE PARKS
			$ 20,235.48		
12/10/2024	MODEL 1 COMMERCIAL VEHICLES INC	226134	358.03	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 358.03		
12/10/2024	GEOPLIANT LLC	226135	6,714.23	COMPUTER SOFTWARE	SOFTWARE USED FOR DAMAGE ASSESSMENT TO COLLECT DISASTER DATA
			$ 6,714.23		
12/10/2024	UNITED SYSTEMS & SOFTWARE INC	226136	7,394.04	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 7,394.04		
12/10/2024	GULF COAST HUMANE SOCIETY INC	226137	735.00	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
			$ 735.00		
12/10/2024	SLOMBA SOLUTIONS LLC	226138	5,300.00	VETERINARIAN FEES COMPREHENSIVE CARE	MAINTAIN DAS SERVICES AND OPERATIONS
			$ 5,300.00		
12/10/2024	JOHNSON ANSELMO MURDOCH BURKE PIPER	226139	8,668.90	LEGAL FEES	LEGAL SERVICES
			$ 8,668.90		
12/10/2024	GANNETT MEDIA CORP.	226171	456.12	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	NEWS SUBSCRIPTION FOR CONTINUED KNOWLEDGE OF LOCAL HAPPENING
			$ 456.12		
12/10/2024	LEGACY OPTIONS LLC	226140	2,318.46	BURIALS	PROVIDE INDIGENT ASSISTANCE
			$ 2,318.46		

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12/10/2024	MISSION CRITICAL PARTNERS LLC	226141	745.96	OTHER CONTRACTUAL SERVICES	OPERATIONS OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM
			$ 745.96		
12/10/2024	GENSERVE, LLC	226142	4,153.41	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	GENSERVE, LLC	226142	3,229.52	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GENSERVE, LLC	226142	362.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/10/2024	GENSERVE, LLC	226142	580.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GENSERVE, LLC	226142	628.76	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	GENSERVE, LLC	226142	942.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	GENSERVE, LLC	226142	540.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/10/2024	GENSERVE, LLC	226142	543.75	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	GENSERVE, LLC	226142	2,159.64	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/10/2024	GENSERVE, LLC	226142	978.75	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	GENSERVE, LLC	226142	2,242.60	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/10/2024	GENSERVE, LLC	226142	1,039.96	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/10/2024	GENSERVE, LLC	226142	2,655.19	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 20,056.58		
12/10/2024	DOGS PLAYING FOR LIFE	226143	7,044.88	OTHER CONTRACTUAL SERVICES	MAINTAIN DAS OPERATIONS AND SERVICES
			$ 7,044.88		
12/10/2024	WASTE PRO OF FLORIDA INC	226172	1,973.87	TRASH AND GARBAGE DISPOSAL	12/1-12/31/24 188836
			$ 1,973.87		
12/10/2024	WASTE PRO OF FLORIDA INC	226173	621.16	TRASH AND GARBAGE DISPOSAL	NEEDED FOR TRASH COLLECTION
12/10/2024	WASTE PRO OF FLORIDA INC	226173	621.16	TRASH AND GARBAGE DISPOSAL	NEEDED FOR TRASH COLLECTION
12/10/2024	WASTE PRO OF FLORIDA INC	226173	344.93	TRASH AND GARBAGE DISPOSAL	NEEDED FOR TRASH COLLECTION
12/10/2024	WASTE PRO OF FLORIDA INC	226173	1,124.58	TRASH AND GARBAGE DISPOSAL	NEEDED FOR TRASH COLLECTION
			$ 2,711.83		
12/10/2024	WASTE PRO OF FLORIDA INC	226174	131.31	TRASH AND GARBAGE DISPOSAL	GARBAGE DISPOSAL FOR RM DIVISION IMMOKALEE SITE.
			$ 131.31		
12/10/2024	J & K AUTO PARTS	226144	(170.23)	CREDIT MEMO	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	96.02	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	56.48	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	24.49	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	171.43	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	19.11	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	265.36	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	16.74	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	229.22	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	313.20	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	43.53	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	82.59	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	64.57	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/10/2024	J & K AUTO PARTS	226144	7.66	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,220.17		
12/10/2024	SPEX CERTIPREP LLC	226145	324.00	FERTILIZER HERBICIDES AND CHEMICALS	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY
			$ 324.00		
12/10/2024	NICOLAS MARTIN CHIALVA	226146	189,118.27	LAND CAPITAL OUTLAY	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 189,118.27		
12/10/2024	A+ ENVIRONMENTAL RESTORATION LLC	226147	11.10	PREPAYMENT SOLID WASTE	PROVIDE REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 11.10		
12/10/2024	MVP Title Agency, LLC	226148	119.05	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 119.05		
12/11/2024	DEPARTMENT OF STATE	226175	10.00	OTHER PROFESSIONAL FEES	TO SWEAR IN A PUBLIC OFFICER INTO A SEAT
			$ 10.00		
12/11/2024	DEPARTMENT OF STATE	226176	10.00	OTHER PROFESSIONAL FEES	TO SWEAR IN A PUBLIC OFFICER INTO A SEAT
			$ 10.00		
12/11/2024	DEPARTMENT OF STATE	226177	10.00	OTHER PROFESSIONAL FEES	TO SWEAR IN A PUBLIC OFFICER INTO A SEAT
			$ 10.00		
12/11/2024	CDM SMITH INC	ACH11	17,176.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 17,176.00		
12/11/2024	COASTAL CONCRETE PRODUCTS LLC	ACH11	658,092.25	INFRASTRUCTURE	CONSTRUCTION SVC APPROVED BY THE BOARD
12/11/2024	COASTAL CONCRETE PRODUCTS LLC	ACH11	(32,904.61)	RETAINAGE HELD	CONSTRUCTION SVC APPROVED BY THE BOARD
			$ 625,187.64		
12/11/2024	GROUND ZERO LANDSCAPING SERVICES	ACH11	737.09	LANDSCAPE INCIDENTALS	PROVIDE GROUNDS MAINTENANCE WITHIN THE FOREST LAKES MSTU
			$ 737.09		
12/11/2024	JSFM INC	ACH11	4,200.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 4,200.00		
12/11/2024	THE SHERWIN WILLIAMS COMPANY	ACH11	206.58	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/11/2024	THE SHERWIN WILLIAMS COMPANY	ACH11	37.99	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/11/2024	THE SHERWIN WILLIAMS COMPANY	ACH11	69.07	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES

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			$ 313.64		
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	238.99	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	298.15	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	248.41	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	294.60	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	394.28	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	41.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	259.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	38.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	58.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	197.74	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	152.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	200.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	423.42	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	163.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	134.42	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	249.29	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	96.50	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	160.43	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	227.11	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	271.48	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	40.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	207.61	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	124.37	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	238.57	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	248.65	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	193.34	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	287.98	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	290.11	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	58.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	115.99	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	58.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	202.73	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	137.83	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	352.40	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	392.27	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	173.09	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	41.00	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	258.99	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	SUMMIT HOME RESPIRATORY SERVICE INC	ACH11	176.01	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 7,742.76		
12/11/2024	SUNSHINE ACE HARDWARE INC	ACH11	2.87	OTHER OPERATING SUPPLIES	PROVIDE PAINT AND SUPPLIES
12/11/2024	SUNSHINE ACE HARDWARE INC	ACH11	29.07	OTHER OPERATING SUPPLIES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 31.94		
12/11/2024	VICS BOOT & SHOE INC	ACH11	195.49	PERSONAL SAFETY EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/11/2024	VICS BOOT & SHOE INC	ACH11	144.57	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/11/2024	VICS BOOT & SHOE INC	ACH11	198.28	PERSONAL SAFETY EQUIPMENT	PROVIDE PROTECTIVE FOOTWEAR TO EMPLOYEES
12/11/2024	VICS BOOT & SHOE INC	ACH11	1,237.47	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/11/2024	VICS BOOT & SHOE INC	ACH11	182.74	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/11/2024	VICS BOOT & SHOE INC	ACH11	820.82	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/11/2024	VICS BOOT & SHOE INC	ACH11	394.24	PERSONAL SAFETY EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/11/2024	VICS BOOT & SHOE INC	ACH11	1,208.62	PERSONAL SAFETY EQUIPMENT	PROVIDE PERSONAL PROTECTION EQUIPMENT FOR COUNTY STAFF
12/11/2024	VICS BOOT & SHOE INC	ACH11	225.00	CLOTHING AND UNIFORM PURCHASES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/11/2024	VICS BOOT & SHOE INC	ACH11	572.73	PERSONAL SAFETY EQUIPMENT	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF
12/11/2024	VICS BOOT & SHOE INC	ACH11	770.25	PERSONAL SAFETY EQUIPMENT	PROVIDE SAFETY EQUIPMENT TO STAFF TO OPERATE FACILITIES
12/11/2024	VICS BOOT & SHOE INC	ACH11	393.77	PERSONAL SAFETY EQUIPMENT	PROVIDE SAFETY EQUIPMENT TO STAFF TO OPERATE FACILITIES
12/11/2024	VICS BOOT & SHOE INC	ACH11	214.80	PERSONAL SAFETY EQUIPMENT	PROVIDE SAFETY EQUIPMENT TO STAFF TO OPERATE FACILITIES
12/11/2024	VICS BOOT & SHOE INC	ACH11	225.00	PERSONAL SAFETY EQUIPMENT	PROVIDE STAFF WITH PROTECTIVE FOOTWEAR
12/11/2024	VICS BOOT & SHOE INC	ACH11	225.00	PERSONAL SAFETY EQUIPMENT	PROVIDE PROTECTIVE FOOTWEAR TO COUNTY STAFF
12/11/2024	VICS BOOT & SHOE INC	ACH11	1,669.45	PERSONAL SAFETY EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
			$ 8,678.23		
12/11/2024	BRENNTAG MID SOUTH INC	ACH11	7,839.27	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 7,839.27		
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	220.00	OTHER CONTRACTUAL SERVICES	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	390.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERAT
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	80.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERAT
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	90.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERAT
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	135.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERAT

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	54.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERAT
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	135.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERAT
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	58.33	OTHER MISCELLANEOUS SERVICES	PROVIDE COURIER SERVICES FOR GMCDD
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	58.34	OTHER MISCELLANEOUS SERVICES	PROVIDE COURIER SERVICES FOR GMCDD
12/11/2024	RUSH MESSENGER SERVICE WEST INC	ACH11	58.33	OTHER MISCELLANEOUS SERVICES	PROVIDE COURIER SERVICES FOR GMCDD
			$ 1,279.00		
12/11/2024	CDW LLC	ACH11	282.87	COMPUTER SOFTWARE	ADOBE PRO SOFTWARE FOR DAILY OPERATIONS
12/11/2024	CDW LLC	ACH11	282.87	COMPUTER SOFTWARE	ADOBE PRO SOFTWARE FOR DAILY OPERATIONS
			$ 565.74		
12/11/2024	TAMIAMI FORD INC	ACH11	452.61	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/11/2024	TAMIAMI FORD INC	ACH11	(2.32)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/11/2024	TAMIAMI FORD INC	ACH11	202.83	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/11/2024	TAMIAMI FORD INC	ACH11	97.34	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/11/2024	TAMIAMI FORD INC	ACH11	54.39	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/11/2024	TAMIAMI FORD INC	ACH11	222.04	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 1,026.89		
12/11/2024	DIRECT IMPRESSIONS, INC.	ACH11	27.50	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE CONTACT INFORMATION FOR CUSTOMERS
12/11/2024	DIRECT IMPRESSIONS, INC.	ACH11	55.00	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE CONTACT INFORMATION FOR CUSTOMERS
			$ 82.50		
12/11/2024	WESCO TURF INC	ACH11	534.25	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 534.25		
12/11/2024	HACH COMPANY	ACH11	621.24	ELECTRICAL SUPPLIER	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 621.24		
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,531.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,750.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	175.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	350.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	350.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	743.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	918.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	2,406.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	2,056.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	3,368.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	2,100.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,706.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	2,187.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	3,150.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,006.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,225.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	2,362.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	2,012.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	2,668.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	525.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	3,500.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	8,268.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,487.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,487.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	350.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	218.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	393.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	5,031.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	437.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,706.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,312.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	43.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	175.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	87.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,925.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,225.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	568.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	918.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	87.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,487.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	1,531.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	4,243.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	2,406.25	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	19,468.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	14,166.67	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/11/2024	PARADISE ADVERTISING & MARKETING IN	ACH11	7,500.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
			$ 112,623.42		
12/11/2024	GRAYBAR ELECTRIC COMPANY INC	ACH11	340.39	MINOR SECURITY EQUIPMENT	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
12/11/2024	GRAYBAR ELECTRIC COMPANY INC	ACH11	26.74	POSTAGE FREIGHT AND UPS	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
			$ 367.13		
12/11/2024	H BARBER & SONS INC	ACH11	980.00	OTHER EQUIP REPAIRS AND MAINTENANCE	REPLACEMENT PARTS FOR BEACH CLEANING PUBLIC SAFETY
12/11/2024	H BARBER & SONS INC	ACH11	61.26	OTHER EQUIP REPAIRS AND MAINTENANCE	REPLACEMENT PARTS FOR BEACH CLEANING PUBLIC SAFETY
12/11/2024	H BARBER & SONS INC	ACH11	31.47	OTHER EQUIP REPAIRS AND MAINTENANCE	REPLACEMENT PARTS FOR BEACH CLEANING PUBLIC SAFETY
			$ 1,072.73		
12/11/2024	MENZI USA SALES INC	ACH11	1,267.32	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/11/2024	MENZI USA SALES INC	ACH11	624.45	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,891.77		
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	158.18	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	82.20	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	2,060.94	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	944.89	LIGHT BULBS BALLAST	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	720.66	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	89.58	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	10,159.80	OTHER OPERATING SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	4,710.84	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	18.90	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	701.34	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	33.90	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	16.95	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	1,954.44	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	2,291.02	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	161.82	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	19.03	OTHER OPERATING SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	139.86	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	287.10	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	32.09	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	83.47	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	39.96	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	2,529.21	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	280.27	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	119.88	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	149.85	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	3,206.98	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	33.90	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	968.20	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	30.24	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	15,890.52	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	127.08	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	533.65	SIGNAL REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	68.97	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	973.97	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/11/2024	GRAINGER INDUSTRIAL SUPPLY	ACH11	54.62	ANIMAL SUPPLIES	SUPPORT SERVICE DELIVERY
			$ 49,674.31		
12/11/2024	SULPHURIC ACID TRADING CO INC	ACH11	4,261.90	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,261.90		
12/11/2024	GILLIG LLC	ACH11	779.70	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 779.70		
12/11/2024	FISHER SCIENTIFIC	ACH11	554.14	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WATER & WASTEWATER TREATMENT PLANT
			$ 554.14		
12/11/2024	BOUND TREE MEDICAL LLC	ACH11	5,189.06	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 5,189.06		
12/11/2024	CENTURYLINK COMMUNICATIONS LLC	ACH11	84.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
			$ 84.23		
12/11/2024	TETRA TECH INC	ACH11	825.00	ENGINEERING FEES DESIGN	TO MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 825.00		
12/11/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH11	762.30	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 762.30		
12/11/2024	PACE ANALYTICAL SERVICES INC	ACH11	324.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/11/2024	PACE ANALYTICAL SERVICES INC	ACH11	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/11/2024	PACE ANALYTICAL SERVICES INC	ACH11	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/11/2024	PACE ANALYTICAL SERVICES INC	ACH11	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/11/2024	PACE ANALYTICAL SERVICES INC	ACH11	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/11/2024	PACE ANALYTICAL SERVICES INC	ACH11	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES

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12/11/2024	PACE ANALYTICAL SERVICES INC	ACH11	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/11/2024	PACE ANALYTICAL SERVICES INC	ACH11	608.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 4,172.00		
12/11/2024	VIP AMERICA LLC	ACH11	2,005.08	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	VIP AMERICA LLC	ACH11	2,678.44	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	VIP AMERICA LLC	ACH11	3,819.20	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 8,502.72		
12/11/2024	MARANATHA HOME CARE INC	ACH11	14,584.57	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	MARANATHA HOME CARE INC	ACH11	12,676.41	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/11/2024	MARANATHA HOME CARE INC	ACH11	19,812.10	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 47,073.08		
12/11/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH11	12,288.96	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 12,288.96		
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	4,718.18	OTHER CONTRACTUAL SERVICES	PROVIDE LANDSCAPING MAINTENANCE FOR RADIO ROAD MMSTU
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	10,029.60	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	18,621.36	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	11,945.50	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	12,841.35	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	2,239.74	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	17,190.00	MAINTENANCE LANDSCAPING	FOR PUBLIC HEALTH AND SAFETY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	17,190.00	MAINTENANCE LANDSCAPING	FOR PUBLIC HEALTH AND SAFETY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	17,190.00	MAINTENANCE LANDSCAPING	FOR PUBLIC HEALTH AND SAFETY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	10,570.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	7,725.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	10,570.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	13,300.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	10,001.06	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	7,700.88	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	3,100.36	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	4,050.48	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	10,582.75	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	6,287.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	10,262.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	10,081.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	10,081.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	8,762.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	13,858.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	456.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH11	15,600.00	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES
			$ 264,953.26		
12/11/2024	STANTEC CONSULTING SERVICES INC	ACH11	405.00	ENGINEERING FEES	STRUCTURAL AND SCOUR REPAIRS ARE NEEDED FOR SAFETY OF BRIDGE
			$ 405.00		
12/11/2024	VISION SERVICE PLAN IC	ACH11	17,888.16	REINSURANCE PREMIUM	ATTRACT AND RETAIN AN EFFECTIVE WORKFORCE
			$ 17,888.16		
12/11/2024	US WATER SERVICES CORPORATION	ACH11	1,194.74	WATER SYSTEM TX AND MAINT	SERVICES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/11/2024	US WATER SERVICES CORPORATION	ACH11	53,940.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/11/2024	US WATER SERVICES CORPORATION	ACH11	60.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
			$ 55,194.74		
12/11/2024	CHUCHI BUSH HOG INC	ACH11	28,785.92	OTHER CONTRACTUAL SERVICES	MOWING THROUGH OUT CNTY
12/11/2024	CHUCHI BUSH HOG INC	ACH11	(287.86)	DISCOUNT APPLIED	MOWING THROUGH OUT CNTY
			$ 28,498.06		
12/11/2024	EVOQUA WATER TECHNOLOGIES LLC	ACH11	794.00	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 794.00		
12/11/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH11	340.41	ELECTRICITY	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/11/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH11	122.83	WATER AND SEWER	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/11/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH11	129.16	CABLE TV / INTERNET	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/11/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH11	201.70	TRASH AND GARBAGE DISPOSAL	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/11/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH11	24.64	TRASH AND GARBAGE DISPOSAL	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/11/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH11	120.08	MAINTENANCE LANDSCAPING	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
			$ 938.82		
12/11/2024	LEO'S SOD, LLC	ACH11	208.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
			$ 208.00		
12/11/2024	MAINSCAPE INC	ACH11	6,777.69	MAINTENANCE LANDSCAPING	MAINT. FOR RR EAST MEDIANS
12/11/2024	MAINSCAPE INC	ACH11	1,853.82	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/11/2024	MAINSCAPE INC	ACH11	1,853.82	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
			$ 10,485.33		
12/11/2024	EQUIFAX INFORMATION SERVICES LLC	ACH11	13.01	CREDIT REPORTS	MAINTAIN COMPLIANCE WITH REGULATIONS
			$ 13.01		

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12/11/2024	PATRIOT PLACE TRUST	ACH11	298.58	RENT BUILDINGS	PROVIDE SPACE FOR SHERIFFS OFFICE
			$ 298.58		
12/11/2024	GENERAL ELECTRIC COMPANY	ACH11	2,628.58	COMPUTER SOFTWARE	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
12/11/2024	GENERAL ELECTRIC COMPANY	ACH11	2,628.58	COMPUTER SOFTWARE	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
12/11/2024	GENERAL ELECTRIC COMPANY	ACH11	274.81	COMPUTER SOFTWARE	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
12/11/2024	GENERAL ELECTRIC COMPANY	ACH11	274.81	COMPUTER SOFTWARE	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
12/11/2024	GENERAL ELECTRIC COMPANY	ACH11	1,686.11	COMPUTER SOFTWARE	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
12/11/2024	GENERAL ELECTRIC COMPANY	ACH11	1,026.81	COMPUTER SOFTWARE	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
12/11/2024	GENERAL ELECTRIC COMPANY	ACH11	6,690.22	COMPUTER SOFTWARE	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
			$ 15,209.92		
12/11/2024	KEYSTAFF INC	ACH11	836.15	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR OPERATIONAL NEEDS
12/11/2024	KEYSTAFF INC	ACH11	788.24	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES FOR RISK MANAGEMENT EMPLOYEE
12/11/2024	KEYSTAFF INC	ACH11	620.64	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/11/2024	KEYSTAFF INC	ACH11	707.04	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/11/2024	KEYSTAFF INC	ACH11	763.93	TEMPORARY LABOR	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
12/11/2024	KEYSTAFF INC	ACH11	102.08	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	190.10	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	856.41	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	988.04	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	585.50	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/11/2024	KEYSTAFF INC	ACH11	345.60	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/11/2024	KEYSTAFF INC	ACH11	1,129.44	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK @ MERCANTILE
12/11/2024	KEYSTAFF INC	ACH11	1,052.39	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK DIVISION
12/11/2024	KEYSTAFF INC	ACH11	1,163.08	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT APPLICATIONS DIVISION
12/11/2024	KEYSTAFF INC	ACH11	223.02	OTHER CONTRACTUAL SERVICES	TEMPORARY HELP FOR COUNTY
12/11/2024	KEYSTAFF INC	ACH11	433.43	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/11/2024	KEYSTAFF INC	ACH11	1,253.14	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	1,342.11	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	1,882.08	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/11/2024	KEYSTAFF INC	ACH11	1,045.60	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/11/2024	KEYSTAFF INC	ACH11	805.35	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	845.78	TEMPORARY LABOR	OFFICE SUPPORT FOR THE IMMOKALEE CRA
12/11/2024	KEYSTAFF INC	ACH11	804.00	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	1,045.60	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/11/2024	KEYSTAFF INC	ACH11	947.52	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/11/2024	KEYSTAFF INC	ACH11	766.67	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	2,361.85	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/11/2024	KEYSTAFF INC	ACH11	909.06	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	70.14	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	1,863.78	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/11/2024	KEYSTAFF INC	ACH11	2,091.20	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/11/2024	KEYSTAFF INC	ACH11	1,891.20	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/11/2024	KEYSTAFF INC	ACH11	1,018.24	TEMPORARY LABOR	PROMOTE, MARKET, ADV. IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/11/2024	KEYSTAFF INC	ACH11	755.67	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	1,782.66	TEMPORARY LABOR	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/11/2024	KEYSTAFF INC	ACH11	1,029.11	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	689.68	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	766.76	TEMPORARY LABOR	SUPPORT STAFF FOR EMS SUPPLY WAREHOUSE
12/11/2024	KEYSTAFF INC	ACH11	514.01	TEMPORARY LABOR	SUPPORT STAFF FOR EMS TRAINING DEPARTMENT
12/11/2024	KEYSTAFF INC	ACH11	868.48	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/11/2024	KEYSTAFF INC	ACH11	832.92	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	707.76	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/11/2024	KEYSTAFF INC	ACH11	865.44	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/11/2024	KEYSTAFF INC	ACH11	433.44	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/11/2024	KEYSTAFF INC	ACH11	450.24	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/11/2024	KEYSTAFF INC	ACH11	600.96	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/11/2024	KEYSTAFF INC	ACH11	358.56	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/11/2024	KEYSTAFF INC	ACH11	1,474.56	TEMPORARY LABOR	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/11/2024	KEYSTAFF INC	ACH11	251.02	TEMPORARY LABOR	MAINTAIN LIBRARY OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	1,355.71	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/11/2024	KEYSTAFF INC	ACH11	2,682.17	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/11/2024	KEYSTAFF INC	ACH11	9,971.77	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/11/2024	KEYSTAFF INC	ACH11	2,112.00	TEMPORARY LABOR	PROVIDE NECESSARY STAFF TO PU TECH SUPPORT TEAM
12/11/2024	KEYSTAFF INC	ACH11	1,504.88	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	141.97	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	249.23	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	835.76	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	706.88	TEMPORARY LABOR	SUPPORT CHS OPERATIONS

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12/11/2024	KEYSTAFF INC	ACH11	477.52	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	478.28	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	762.62	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR PSC
12/11/2024	KEYSTAFF INC	ACH11	12,738.70	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	755.67	TEMPORARY LABOR	EMPLOYMENT SERVICES
12/11/2024	KEYSTAFF INC	ACH11	634.41	TEMPORARY LABOR	CONTRACT LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/11/2024	KEYSTAFF INC	ACH11	14,546.78	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/11/2024	KEYSTAFF INC	ACH11	808.82	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	964.34	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	953.43	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	775.15	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	1,934.07	OTHER CONTRACTUAL SERVICES	MAINTAIN COASTAL ZONE OPERATIONS AND SERVICES
12/11/2024	KEYSTAFF INC	ACH11	696.17	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	8,971.05	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	1,141.93	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	16,027.74	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	2,689.26	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/11/2024	KEYSTAFF INC	ACH11	800.00	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/11/2024	KEYSTAFF INC	ACH11	4,121.33	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/11/2024	KEYSTAFF INC	ACH11	3,469.24	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/11/2024	KEYSTAFF INC	ACH11	4,898.19	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/11/2024	KEYSTAFF INC	ACH11	571.32	OTHER CONTRACTUAL SERVICES	ASSIST WITH THE COUNTY BRIDGE PROGRAM
12/11/2024	KEYSTAFF INC	ACH11	350.00	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	718.56	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/11/2024	KEYSTAFF INC	ACH11	2,599.76	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR HURRICANE MILTON
			$ 146,554.39		
12/11/2024	SPORTS FACILITES MANAGEMENT, LLC	ACH11	30,342.48	MAINTENANCE LANDSCAPING	SPORTS FIELD MANAGEMENT FOR SPORTS COMPLEX
			$ 30,342.48		
12/11/2024	HOME HEALTH CARE RESOURCES,CORP	ACH11	2,834.56	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS GHOST REQ#10303207
			$ 2,834.56		
12/11/2024	AVFUEL CORP.	ACH11	21,087.57	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/11/2024	AVFUEL CORP.	ACH11	21,190.01	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 42,277.58		
12/11/2024	DYNAFIRE LLC	ACH11	297.79	FIRE SYSTEM CERT	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/11/2024	DYNAFIRE LLC	ACH11	462.97	FIRE SYSTEM CERT	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 760.76		
12/11/2024	CLERK OF COURTS	WIR11	50.00	CLERKS RECORDING FEES ETC	RECORD RELEASE FOR CODE ENFORCEMENT
12/11/2024	CLERK OF COURTS	WIR11	332.50	CLERKS RECORDING FEES ETC	RECORD ORDER FOR CODE ENFORCEMENT
			$ 382.50		
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	9,900.80	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	1,206.00	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	686.40	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	2,558.10	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	6,436.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	2,299.80	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	7,133.20	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	485.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	1,496.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER & WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	1,496.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER & WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	16,111.00	ENGINEERING FEES	PROVIDE INFRASTRUCTURE FOR INCREASED WATER CAPACITY
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	12,240.60	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	12,240.60	ENGINEERING FEES	TO MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/11/2024	JOHNSON ENGINEERING LLC	WIR11	5,602.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
			$ 79,892.50		
			$ 21,958,785.38		
GROSS PAYROLL = $6,509,177.29	**11/28/24-12/4/24 NET PAYROLL**		**$ 4,927,856.79**	**2122 EMPLOYEES PAYMENT PER PAY PLAN**	**DETAIL IS AVAILABLE FOR REVIEW IN THE PAYROLL OFFICE**
	TOTAL DISBURSEMENTS		**$ 26,886,642.17**		

Executive Summary

Request that the Board approve and determine valid public purpose for invoices payable and purchasing card transactions as of December 18, 2024

OBJECTIVE: To obtain Board approval of expenditures not otherwise approved by the Board.

CONSIDERATIONS: The Clerk and County staff have instituted enhancements to the invoice report to include a field to enter each purchase's public purpose as identified by County staff at procurement for all expenditures. Effective May 22, 2017, County Staff began adding a public purpose for their expenditures. There is also a text field for invoices currently included in this report which is descriptive information obtained from the invoice. As an interim measure, we are including both the public purpose and the Accounts Payable staff invoice text, as not all invoices in the system contained the public purpose. The public purpose as supplied by County Staff was also added for the purchasing card transactions.

Invoices including but not limited to bond payments, utilities for existing county buildings, and lease payments for approved leases are not included on this list if they have been previously approved by the Board. For the items listed in the report attached to this agenda item, the Clerk's Office is unable to determine that the Board has previously approved the items. In the future, if the Board requires additional information, the Clerk will work with County staff to provide the information.

The Clerk's Office will promptly conclude its audit of these invoices once Board approval and determination of public purpose has been provided so that payments can be made.

The Clerk will continue to provide the separate listing of disbursements under agenda item 16J in compliance with Florida statute 136.06.

FISCAL IMPACT: Total expenditures approved.

GROWTH MANAGEMENT IMPACT: None.

LEGAL CONSIDERATIONS: Approval of the following documents by the County Manager is subject to formal ratification by the Board of County Commissioners. If the decision by the County Manager is not ratified by that Board, the documents shall be enforceable against Collier County only to the extent authorized by law in the absence of such ratification by that Board.

RECOMMENDATIONS: Request that the Board approve and determine valid public purpose for purchasing card transactions and invoices payable for the period ending December 18, 2024.

PREPARED BY: Leslie Miller, Operations Manager
Clerk of the Circuit Court & Comptroller

ATTACHMENTS:
1. Invoices for BCC Approval 12.24.2024
2. P-Cards for BCC Approval 12.24.2024

Collier County Board of County Commissioners

Invoices Pending Board Approval

As of 12/18/2024

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001069836	FT to FT-Pending BCC Agenda#	126765	1508-1514 N BLVD CORP	FLE	12/2/2024	1309	140.00	4500235471	12/30/2024	11/25-12/1/2024 CAR WASH	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/2/2024	A
0001072269	FT to FT-Pending BCC Agenda#	126765	1508-1514 N BLVD CORP	FLE	12/9/2024	1310	280.00	4500235471	1/7/2025	12/2-12/8/2024 CAR WASH	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
			1508-1514 N BLVD CORP Count		**2**								
			1508-1514 N BLVD CORP Total				**$420.00**						
0001069535	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	PAD	11/30/2024	CCDREAM24-02	150.00	4500234745	12/30/2024	NOVEMBER 2024 SERVICES - DREAMLAND PARK IMMOKALEE	MAINTAIN PARKS AND FIELDS	12/2/2024	A
0001069536	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	PAD	11/30/2024	CCPANTH24-01	202.50	4500236078	12/30/2024	NOVEMBER 2024 SERVICES -PANTHER PARK	PARK SAFETY AND MAINTENANCE	12/2/2024	A
0001069537	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	PAD	11/30/2024	CCTRP24-02	472.50	4500234745	12/30/2024	NOVEMBER 2024 SERVICE -TONY ROSBOUGH	MAINTAIN PARKS AND FIELDS	12/2/2024	A
0001069542	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	CRA	11/30/2024	BAYCRA-024	700.00	4500235791	12/30/2024	NOVEMBER 2024 SERVICES - BAYSHORE GATEWAY TRIANGLE	TO MAINTAIN COUNTY OWNED PROPERTY	12/2/2024	A
0001069543	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	FM	11/30/2024	GAUNT-1124	350.00	4500235387	12/30/2024	NOVEMBER 2024 SERVICES -413 GAUNT IMMOKALEE	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES	12/2/2024	A
0001069544	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	FM	11/30/2024	ROSE-1124	350.00	4500235387	12/30/2024	NOVEMBER 2024 SERVICES -302 ROSE AVE	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES	12/2/2024	A
			A&M PROPERTY MAINTENANCE LLC Count		**6**								
			A&M PROPERTY MAINTENANCE LLC Total				**$2,225.00**						
0001068314	FT to FT-Pending BCC Agenda#	119559	AECOM TECHNICAL SERVICES INC	WW	11/21/2024	2000957978	8,052.00	4500225490	12/23/2024	10/1-11/1/2024 - TECH SUPPORT FOR WASTE WATER	TO PROVIDE ENGINEERING SERVICES FOR METER ROUTE OPTIMIZATION	11/25/2024	A
			AECOM TECHNICAL SERVICES INC Count		**1**								
			AECOM TECHNICAL SERVICES INC Total				**$8,052.00**						
0001073157	FT to FT-Pending BCC Agenda#	100094	AIM ENGINEERING & SURVEYING INC	TP	12/5/2024	231773-10	2,914.50	4500225691	1/10/2025	11/1-11/30/2024- TRANSPORTATION IMPACT STUDY ASSISTANCE	TO MAINTAIN TRANSPORTATION PLANNING SERVICES AND OPERATIONS	12/13/2024	A
			AIM ENGINEERING & SURVEYING INC Count		**1**								
			AIM ENGINEERING & SURVEYING INC Total				**$2,914.50**						
0001069531	FT to FT-Pending BCC Agenda#	100158	AIRBUS HELICOPTERS INC	HO	12/2/2024	261445115	2,496.14	4500234680	12/30/2024	HELICOPTER PARTS	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT	12/2/2024	A
0001070197	FT to FT-Pending BCC Agenda#	100158	AIRBUS HELICOPTERS INC	HO	11/28/2024	261444927	550.00	4500234680	12/31/2024	HELICOPTER PARTS	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT	12/3/2024	A
0001071517	FT to FT-Pending BCC Agenda#	100158	AIRBUS HELICOPTERS INC	HO	12/6/2024	261446396	3,327.60	4500234680	1/3/2025	HELICOPTER PARTS	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT	12/6/2024	A
			AIRBUS HELICOPTERS INC Count		**3**								
			AIRBUS HELICOPTERS INC Total				**$6,373.74**						
0001071201	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	11/26/2024	9156024152	78.00	4500233689	1/4/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/5/2024	C
0001071660	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	11/27/2024	9156062042	46.00	4500233689	1/5/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/6/2024	C
0001071984	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/3/2024	9156167825	30.00	4500233689	1/8/2025	TANK RENTAL	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/9/2024	C
0001072005	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	11/30/2024	5512522848	27.00	4500233689	1/8/2025	TANK RENTAL	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/9/2024	C
0001072006	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	11/30/2024	5512523648	9.00	4500233689	1/8/2025	TANK RENTAL	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/9/2024	C
0001072007	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	11/30/2024	5512523489	77.10	4500233689	1/8/2025	TANK RENTAL	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/9/2024	C
0001072008	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	11/30/2024	5512523328	90.00	4500233689	1/8/2025	TANK RENTAL	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/9/2024	C
0001072009	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	11/30/2024	5512523159	81.00	4500233689	1/8/2025	TANK RENTAL	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/9/2024	C
0001072010	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	11/30/2024	5512522996	175.50	4500233689	1/8/2025	TANK RENTAL	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/9/2024	C
0001073339	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/4/2024	9156210262	30.00	4500233689	1/12/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/13/2024	C
0001073340	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/5/2024	9156254603	30.00	4500233689	1/12/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/13/2024	C
			AIRGAS USA LLC Count		**11**								
			AIRGAS USA LLC Total				**$673.60**						
0001062261	FT to FT-Pending BCC Agenda#	131346	ALAN JAY AUTOMOTIVE MANAGEMENT IN	FLE	10/29/2024	FRKE36202	49,168.00	4500231227	11/28/2024	2024 FORD F1L 101A	MOTOR POOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM	10/30/2024	C
0001063611	FT to FT-Pending BCC Agenda#	131346	ALAN JAY AUTOMOTIVE MANAGEMENT IN	FLE	11/1/2024	FRKE35169	52,832.00	4500231227	11/5/2024	2024 FORD X1L 101A	MOTOR POOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM	11/5/2024	C
0001065728	FT to FT-Pending BCC Agenda#	131346	ALAN JAY AUTOMOTIVE MANAGEMENT IN	FLE	11/13/2024	FRKE34796	49,168.00	4500231227	12/13/2024	2024 FORD X1L 101A	MOTOR POOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM	11/13/2024	C
0001068626	FT to FT-Pending BCC Agenda#	131346	ALAN JAY AUTOMOTIVE MANAGEMENT IN	FLE	11/25/2024	FREE87721	70,561.00	4500231227	12/25/2024	2024 FORD X3G 640A	MOTOR POOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM	11/25/2024	C
			ALAN JAY AUTOMOTIVE MANAGEMENT INC Co		**4**								
			ALAN JAY AUTOMOTIVE MANAGEMENT INC Total				**$221,729.00**						
0001067645	FT to FT-Pending BCC Agenda#	129875	ALFRED BENESCH & COMPANY	IFA	11/20/2024	301736	4,495.00	4500218699	12/19/2024	7/1-10/31/2024 - CORRECTIONAL FACILITIES JAIL IMPACT FEE STUDY	JAIL IMPACT FEE LEVEL OF SERVICE ANALYSIS	11/21/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001067646	FT to FT-Pending BCC Agenda#	129875	ALFRED BENESCH & COMPANY	IFA	11/20/2024	301738	3,937.92	4500218697	12/19/2024	7/1-10/31/2024 -EMS IMPACT FEE STUDY UPDATE	IMPACT FEE UPDATE STUDY REQUIRED BY ORDINANCE	11/21/2024	C
0001067647	FT to FT-Pending BCC Agenda#	129875	ALFRED BENESCH & COMPANY	IFA	11/20/2024	301740	5,153.90	4500218709	12/19/2024	7/1-10/3120/24- GOVERNMENT BUILDINGS IMPACT FEE STUDY	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE.	11/21/2024	C
0001067648	FT to FT-Pending BCC Agenda#	129875	ALFRED BENESCH & COMPANY	IFA	11/20/2024	301834	2,825.64	4500218898	12/19/2024	6/1-10/31/2024- TRANSPORTATION IMPACT FEE STUDY	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE	11/21/2024	C
0001067649	FT to FT-Pending BCC Agenda#	129875	ALFRED BENESCH & COMPANY	IFA	11/20/2024	301830	4,729.10	4500218713	12/19/2024	7/1-10/31/2024 - LAW ENFORCEMENT IMPACT FEE STUDY	IMPACT FEE UPDATE STUDY REQUIRED BY ORDINANCE	11/21/2024	C
0001067650	FT to FT-Pending BCC Agenda#	129875	ALFRED BENESCH & COMPANY	IFA	11/20/2024	301831	2,936.67	4500218897	12/19/2024	7/1-10/31/2024- LIBRARY IMPACT FEE STUDY UPDATE	IMPACT FEE UPDATE STUDY REQUIRED BY ORDINANCE	11/21/2024	C
0001067651	FT to FT-Pending BCC Agenda#	129875	ALFRED BENESCH & COMPANY	IFA	11/20/2024	301833	4,657.00	4500218700	12/19/2024	6/1-10/31/2024 -PARKS & REC IMPACT FEE STUDY UPDATE	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE.	11/21/2024	C
0001070687	FT to FT-Pending BCC Agenda#	129875	ALFRED BENESCH & COMPANY	IFA	12/2/2024	302877	8,290.93	4500218140	1/1/2025	10/28-11/24/2024-HHH RANCH CORRIDOR EVALUATION	CORRIDOR EVALUATION - HHH RANCH	12/4/2024	C
			ALFRED BENESCH & COMPANY Count		**8**								
			ALFRED BENESCH & COMPANY Total				**$37,026.16**						
0001069979	FT to FT-Pending BCC Agenda#	113903	AMERICAN MESSAGING SERVICES LLC	FLE	12/1/2024	A2106885YL	58.55	4500234421	1/1/2025	PAGER SERVICES	COMMUNICATION REQUIREMENTS FOR FLEET OPERATIONS	12/2/2024	C
0001069982	FT to FT-Pending BCC Agenda#	113903	AMERICAN MESSAGING SERVICES LLC	TO2	12/1/2024	A2101971YL	64.30	4500233683	1/1/2025	PAGER SERVICES	MAINTAIN EMERGENCY ON-CALL SERVICES IN TRAFFIC OPERATIONS	12/2/2024	C
			AMERICAN MESSAGING SERVICES LLC Count		**2**								
			AMERICAN MESSAGING SERVICES LLC Total				**$122.85**						
0001071123	FT to FT-Pending BCC Agenda#	100184	AMERIGAS PROPANE LP	EMS	1/4/2025	3171322107	558.31	4500234134	12/5/2024	SERVICES - 2795 AIRPORT RD N	EMS PROPANE FOR STOVES/GENERATORS FOR EMS STATIONS	12/5/2024	C
			AMERIGAS PROPANE LP Count		**1**								
			AMERIGAS PROPANE LP Total				**$558.31**						
0001068388	FT to FT-Pending BCC Agenda#	124971	APTIM ENVIRONMENTAL & INFRASTRUCU	Z6	11/18/2024	651937	5,792.21	4500233170	12/23/2024	10/1-11/3/2024- CAXAMBAS SEAWALL & DOCKS REHAB DESIGN PHASE 2	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY	11/25/2024	A
			APTIM ENVIRONMENTAL & INFRASTRUCURE C		**1**								
			APTIM ENVIRONMENTAL & INFRASTRUCURE Total				**$5,792.21**						
0001064813	FT to FT-Pending BCC Agenda#	108056	ATKINSREALIS USA INC	AA3	11/8/2024	2029629	20,455.00	4500232724	12/6/2024	10/21-11/1/2024- EVERGLADES CULVERT REPAIR	AIRPORT REPAIRS & MAINTENANCE FOR SAFETY.	11/8/2024	A
			ATKINSREALIS USA INC Count		**1**								
			ATKINSREALIS USA INC Total				**$20,455.00**						
0001071887	FT to FT-Pending BCC Agenda#	128251	ATMAX EQUIPMENT CO	FLE	12/4/2024	IN021537	763.02	4500234138	1/8/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/9/2024	P
0001073191	FT to FT-Pending BCC Agenda#	128251	ATMAX EQUIPMENT CO	FLE	12/5/2024	IN021555	257.44	4500234138	1/12/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	P
			ATMAX EQUIPMENT CO Count		**2**								
			ATMAX EQUIPMENT CO Total				**$1,020.46**						
0001071456	FT to FT-Pending BCC Agenda#	E00012162	AUSTIN UHRICK	EMS	11/12/2024	12162	505.00		12/11/2024	PER DIEM 10/27-11/02/2024	PROVIDE STAFF REQUIRED PER DIEM	12/6/2024	A
			AUSTIN UHRICK Count		**1**								
			AUSTIN UHRICK Total				**$505.00**						
0001063679	FT to FT-Pending BCC Agenda#	106137	B&H PHOTO VIDEO INC	TO2	11/4/2024	228582809	539.00	4500235194	12/5/2024	AXIS SPARE CNNCTR PUSH PLUG	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/5/2024	C
			B&H PHOTO VIDEO INC Count		**1**								
			B&H PHOTO VIDEO INC Total				**$539.00**						
0001072169	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	11/26/2024	5019227253	351.66	4500234759	1/6/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/9/2024	A
0001072914	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/2/2024	5019231265	132.98	4500234759	1/9/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/12/2024	A
0001072918	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/2/2024	5019231510	2,091.36	4500234759	1/9/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/12/2024	A
0001072921	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/2/2024	5019232423	400.29	4500234759	1/9/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/12/2024	A
0001072960	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/4/2024	5019242134	299.29	4500234759	1/9/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/12/2024	A
0001072964	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/4/2024	5019239217	839.57	4500234759	1/9/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/12/2024	A
			BAKER & TAYLOR ENTERTAINMENT Count		**6**								
			BAKER & TAYLOR ENTERTAINMENT Total				**$4,115.15**						
0001068208	FT to FT-Pending BCC Agenda#	BCCONETIME	CHRISTOPHER BROWN	CTA	11/22/2024	PER DIEM	2,400.00		11/27/2024	REIMBURSEMENT - LEADERSHIP COLLIER FOUNDATION	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT	11/22/2024	C
			BCC ONETIME VENDOR Count		**1**								
			BCC ONETIME VENDOR Total				**$2,400.00**						
0001070416	FT to FT-Pending BCC Agenda#	124653	BEASLEY MEDIA GROUP LLC	SW	11/30/2024	CC-W-1241118655	188.00	4500235803	12/31/2024	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/3/2024	A
0001070418	FT to FT-Pending BCC Agenda#	124653	BEASLEY MEDIA GROUP LLC	SW	11/30/2024	CC-B-1241125142	440.00	4500235803	12/31/2024	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/3/2024	A
0001070420	FT to FT-Pending BCC Agenda#	124653	BEASLEY MEDIA GROUP LLC	SW	11/30/2024	CC-R-1241122792	352.00	4500235803	12/31/2024	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/3/2024	A
0001070422	FT to FT-Pending BCC Agenda#	124653	BEASLEY MEDIA GROUP LLC	SW	11/30/2024	CC-1241117571	240.00	4500235803	12/31/2024	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/3/2024	A
			BEASLEY MEDIA GROUP LLC Count		**4**								
			BEASLEY MEDIA GROUP LLC Total				**$1,220.00**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001070337	FT to FT-Pending BCC Agenda#	126043	BERG ENGINEERING & SALES COMPANY	WTS	12/2/2024	95291	676.00	4500235719	1/2/2025	CALIBRATION OF EQUIPMENT	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/3/2024	C
			BERG ENGINEERING & SALES COMPANY,IN Co		**1**								
			BERG ENGINEERING & SALES COMPANY,IN Total				**$676.00**						
0001070196	FT to FT-Pending BCC Agenda#	120964	BLACKSTONE AUDIO INC	LIB	12/2/2024	2180320	131.80	4500234540	12/31/2024	AUDIOBOOK CD MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/3/2024	A
			BLACKSTONE AUDIO INC Count		**1**								
			BLACKSTONE AUDIO INC Total				**$131.80**						
0001070692	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/3/2024	456051/1	73.97	4500235373	1/3/2025	HARDWARE SUPPLIES	SUPPORTS SERVICE DELIVERY	12/4/2024	C
0001070734	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/4/2024	456085/1	85.12	4500235373	1/3/2025	HARDWARE SUPPLIES	SUPPORTS SERVICE DELIVERY	12/4/2024	C
0001071116	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/5/2024	456171/1	295.65	4500234378	1/4/2025	HARDWARE SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/5/2024	C
0001072475	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/10/2024	456435/1	40.74	4500235373	1/9/2025	HARDWARE SUPPLIES	SUPPORTS SERVICE DELIVERY	12/10/2024	C
			BLOCKER & LEWIS ENTERPRISES INC Count		**4**								
			BLOCKER & LEWIS ENTERPRISES INC Total				**$495.48**						
0001068772	FT to FT-Pending BCC Agenda#	113333	BOUND TREE MEDICAL LLC	EMS	11/25/2024	85571228	1,505.90	4500233583	12/24/2024	MEDICATIONS	MEDICATIONS FOR PATIENTS	11/26/2024	A
0001072398	FT to FT-Pending BCC Agenda#	113333	BOUND TREE MEDICAL LLC	EMS	12/9/2024	85585600	7.92	4500235998	1/7/2025	GAUGE X 1" HYPODERMIC NEEDLE	FOR TREATMENT OF EMS PATIENTS	12/10/2024	A
			BOUND TREE MEDICAL LLC Count		**2**								
			BOUND TREE MEDICAL LLC Total				**$1,513.82**						
0001071383	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	WWL	11/30/2024	465583	2,318.50	4500235513	1/5/2025	11/1-11/30/2024 GOLDEN GATE WASTEWATER PERMIT RENEWAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/6/2024	A
0001071384	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	OTF	11/30/2024	465581	1,534.75	4500230329	1/3/2025	11/15-11/30/2024 SCWRF AERATION BASINS DIFFUSER REPLACEMENT	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071385	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	WWL	11/30/2024	465589	3,258.50	4500235810	1/3/2025	11/15-11/30/2024 - NCWRF TECHNICAL SUPPORT SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/6/2024	A
0001071386	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	Z1	11/30/2024	465582	747.00	4500230291	1/3/2025	11/1-11/30/2024 -SCWRF PROFESSIONAL, TECHNICAL SUPPORT	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071388	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	WWL	11/30/2024	465590	100.50	4500235808	1/3/2025	11/18-11/30/2024- NESA TECHNICAL SUPPORT SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/6/2024	A
0001071389	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	465584	10,260.00	4500231257	1/3/2025	11/1-11/30/2024- CWRF PRELIMINARY TREATMENT SCREEN REPLACEMENT	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071564	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	Z1	11/30/2024	466274	6,067.25	4500230275	1/3/2025	11/1-11/30/2024- CCA SERVICES DUPLEX PS 305.18	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/6/2024	A
0001071566	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	OTF	11/30/2024	466280	7,679.50	4500232598	1/3/2025	11/1-11/30/2024 - SCWRF INJECTION WELL BOOSTER PUMP STATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071567	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	Z1	11/30/2024	466273	687.00	4500230289	1/3/2025	11/1-11/30/2024-CCA SERVICES DUPLEX PS 309.02 REHABILITATION	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/6/2024	A
0001071568	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	PUE	11/30/2024	466278	6,442.25	4500230287	1/3/2025	11/1-11/30/2024 -UTILITIES ENGINEERING & TECHNICAL SUPPORT	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE	12/6/2024	A
0001071571	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	OTF	11/30/2024	466272	696.50	4500230278	1/3/2025	11/4-11/5/2024- NCWRF N&S BLEACH PIPING REPLACEMENT	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/6/2024	A
0001071572	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	466286	301.75	4500233113	1/3/2025	11/1-11/30/2024 - PS 308.05 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071575	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	Z1	11/30/2024	466277	1,117.00	4500230277	1/3/2025	11/1-11/30/2024 - PS 309.16 REHABILITATION	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/6/2024	A
0001071576	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	466285	1,147.75	4500233145	1/3/2025	11/1-11/30/2024 -PS 308.03 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071580	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	Z1	11/30/2024	466275	82.50	4500230276	1/3/2025	11/1-11/30/2024 - PS 309.30 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071581	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	Z1	11/30/2024	466255	582.00	4500230414	1/3/2025	11/1-11/30/2024- PS. 309.18 CONSTRUCTION CONTRACT	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/6/2024	A
0001071582	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	OTF	11/30/2024	466258	237.50	4500230294	1/3/2025	11/1-11/30/2024 - NCWRF EQ ODOR CONTROL IMPROVEMENTS	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071587	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	Z1	11/30/2024	466257	219.25	4500230282	1/3/2025	11/1-11/30/2024-PS 308.09 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071673	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	466293R	2,429.50	4500233111	1/3/2025	11/1-11/30/2024- PS 305.11 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071677	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	466292R	1,774.50	4500233146	1/3/2025	11/1-11/30/2024- PS 305.06 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071678	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	466289R	1,504.75	4500233147	1/3/2025	11/1-11/30/2024- PS 308.13 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071681	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	466287R	1,707.50	4500233168	1/3/2025	11/1-11/30/2024- PS 309.20 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071683	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	466282R	1,920.50	4500233167	1/3/2025	11/1-11/30/2024- PS 305.07 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071688	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	Z1	11/30/2024	466284R	1,659.75	4500233114	1/3/2025	11/1-11/30/2024- PS 308.01 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001071714	FT to FT-Pending BCC Agenda#	131246	BOWMAN GULF COAST LLC	WWL	10/31/2024	460316	2,352.50	4500235513	1/3/2025	10/1-10/31/2024- GOLDEN GATE WASTEWATER PERMIT RENEWAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/6/2024	A
			BOWMAN GULF COAST LLC Count		**25**								
			BOWMAN GULF COAST LLC Total				**$56,828.50**						
0001071523	FT to FT-Pending BCC Agenda#	114006	BRINKS INCORPORATED	TP1	11/30/2024	7066007	1,252.32	4500233586	1/3/2025	NOVEMBER 2024-COLLIER AREA TRANSIT - 8300 RADIO ROAD	PROVIDE TRANSFER OF CASH TO BANK FOR COLLIER AREA TRANSIT	12/6/2024	A
			BRINKS INCORPORATED Count		**1**								
			BRINKS INCORPORATED Total				**$1,252.32**						
0001071645	FT to FT-Pending BCC Agenda#	127557	CANON SOLUTIONS AMERICA INC	WWT	11/30/2024	237323	393.49	4500235611	1/5/2025	DECEMBER 2024 MAINTENANCE	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES	12/6/2024	C
0001071650	FT to FT-Pending BCC Agenda#	127557	CANON SOLUTIONS AMERICA INC	CDO	11/26/2024	1400515620	658.58	4500236056	1/5/2025	PAPER SUPPLY - GROWTH MANAGEMENT DEPARTMENT	PROVIDE DEDICATED APPLICATION SUPPORT FOR GMD NORTH	12/6/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			CANON SOLUTIONS AMERICA INC Count		**2**								
			CANON SOLUTIONS AMERICA INC Total				**$1,052.07**						
0001066803	FT to FT-Pending BCC Agenda#	127255	CAPITAL CONTRACTORS, LLC	PCP	11/15/2024	INV_391_CC100895	3,500.00	4500233156	12/16/2024	WINDOW REPLACEMENT-VINEYARDS COMMUNITY PARK	SUPPORT SERVICE DELIVERY	11/18/2024	A
0001066804	FT to FT-Pending BCC Agenda#	127255	CAPITAL CONTRACTORS, LLC	WT	11/15/2024	INV_392_CC100897	12,500.00	4500236107	12/16/2024	DRIVEWAY REPAIR - 4101 29TH PL SW	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT	11/18/2024	A
0001066805	FT to FT-Pending BCC Agenda#	127255	CAPITAL CONTRACTORS, LLC	WT	11/15/2024	INV_393_CC100894	6,250.00	4500233108	12/16/2024	SIDEWALK REPAIR -SMOKEHOUSE BAY DR	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT	11/18/2024	A
0001066806	FT to FT-Pending BCC Agenda#	127255	CAPITAL CONTRACTORS, LLC	FM	11/15/2024	INV_390_CC100864	4,700.00	4500232522	12/16/2024	REPLACE BROKEN GLASS WINDOW FRAME- SWWP FACILITY	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES	11/18/2024	A
			CAPITAL CONTRACTORS, LLC Count		**4**								
			CAPITAL CONTRACTORS, LLC Total				**$26,950.00**						
0001070326	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/31/2024	DZ0369	188.00	4500233833	1/2/2025	EQUIPMENT LEASE	MAINTAINING CERTIFICATIONS	12/3/2024	C
0001070327	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/31/2024	DZ0647	282.00	4500233833	1/2/2025	EQUIPMENT LEASE	MAINTAINING CERTIFICATIONS	12/3/2024	C
0001070328	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/31/2024	DZ0266	188.00	4500233833	1/2/2025	EQUIPMENT LEASE	MAINTAINING CERTIFICATIONS	12/3/2024	C
0001070329	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/31/2024	DZ3293	12.00	4500233833	1/2/2025	TANK RENTAL 2 - 50# CO2	MAINTAINING CERTIFICATIONS	12/3/2024	C
0001070330	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/31/2024	DZ0420	188.00	4500233833	1/2/2025	EQUIPMENT LEASE	MAINTAINING CERTIFICATIONS	12/3/2024	C
0001070732	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/2/2024	9601516735	976.50	4500233833	1/3/2025	CO2 GAS	MAINTAINING CERTIFICATIONS	12/4/2024	C
0001070733	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/2/2024	9601516723	540.00	4500233833	1/3/2025	CO2 GAS	MAINTAINING CERTIFICATIONS	12/4/2024	C
			CARLON INC Count		**7**								
			CARLON INC Total				**$2,374.50**						
0001069313	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z2	11/11/2024	FB58439	1,321.50	4500217289	12/25/2024	THROUGH 10/31/2024- GOLDEN GATE CITY WTP DEMOLITION	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	11/27/2024	A
0001070656	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z2	12/3/2024	FB59081	9,807.00	4500229174	1/1/2025	THROUGH 11/30/2024 HYDRAULIC MODELING ASSISTANCE	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/4/2024	A
0001071079	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z3	12/4/2024	FB59192	10,840.00	4500231793	1/2/2025	THROUGH 11/30/2024- NRO WELLS VFD UPGRADES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/5/2024	A
0001071097	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z2	12/4/2024	FB59191	3,604.00	4500226206	1/2/2025	THROUGH 11/30/2024 TAMIAMI WELLS 6,23 & 25 MCC REPLACEMENT	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/5/2024	A
0001071098	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z3	12/4/2024	FB59190	7,500.00	4500225423	1/2/2025	THROUGH 11/30/2024 TAMIAMI WELLS 23 & 25 PLC UPGRADES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/5/2024	A
0001071099	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z2	12/4/2024	FB519188	1,547.00	4500219005	1/2/2025	THROUGH 11/30/2024 - SCRWTP ELECTRICAL RELIABILITY-PHASE II	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/5/2024	A
0001071231	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z3	12/5/2024	FB59203	11,467.21	4500229469	1/2/2025	THROUGH 11/30/2024- SCRWTP SCADA PROGRAMMING SUPPORT	TO MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/5/2024	A
0001071528	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z3	11/6/2024	FB57975	2,229.96	4500225423	1/3/2025	THROUGH 10/31/2024 TAMIAMI WELLS 23 & 25 PLC UPGRADES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/6/2024	A
0001071920	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z2	12/9/2024	FB59470	3,844.00	4500223153	1/6/2025	THROUGH 11/30/2024-SCRWTP FILTER MEDIA REPLACEMENT	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/9/2024	A
0001071936	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z2	12/9/2024	FB59471	1,668.00	4500224145	1/6/2025	THROUGH 11/30/2024 -SCRWTP MEMBRANE ELEMENT REPLACEMENT	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/9/2024	A
			CAROLLO ENGINEERS INC Count		**10**								
			CAROLLO ENGINEERS INC Total				**$53,828.67**						
0001070704	FT to FT-Pending BCC Agenda#	129145	CARROLL & CARROLL APPRAISERS CONS	CC	12/4/2024	6894-TS	2,500.00	4500235398	1/3/2025	D & J NAPLES INVESTORS AND GOLDEN LAND PARTNERS APPRAISAL	ACQUIRE PUBLIC PRESERVE LAND THROUGH CONSERVATION COLLIER	12/4/2024	C
			CARROLL & CARROLL APPRAISERS CONSUL		**1**								
			CARROLL & CARROLL APPRAISERS CONSUL Total				**$2,500.00**						
0001072646	FT to FT-Pending BCC Agenda#	100476	CDM SMITH INC	Z2	12/11/2024	90221868	2,477.75	4500230928	1/8/2025	11/10-12/7/2024- NRO WELLFIELD IMPROVEMENTS	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/11/2024	A
			CDM SMITH INC Count		**1**								
			CDM SMITH INC Total				**$2,477.75**						
0001067591	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WTS	11/20/2024	AB6RB2P	1,181.84	4500235964	12/19/2024	SAMSUNG 34IN CURVED WQHD 100HZ MON	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/21/2024	A
0001067959	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WTS	11/21/2024	AB6TP4V	642.87	4500235964	12/19/2024	SAMSUNG 65 DU8000 CRYSTAL UHD 4K TV	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/21/2024	A
0001068268	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WTN	11/22/2024	AB63G4K	985.00	4500236033	12/20/2024	APC BACK-UPS PRO BX 1500VA 10 OUT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/22/2024	A
0001068734	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WWL	11/25/2024	AB67G8K	223.18	4500235623	12/23/2024	VIEWSONIC 27 FHD SUPER CLEAR IPS LED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT	11/25/2024	A
0001069083	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WT	11/26/2024	AB7HA6X	342.00	4500235712	12/25/2024	VIZIO 55 4K HDR SMART TV MNTR	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT	11/27/2024	A
0001069306	FT to FT-Pending BCC Agenda#	103795	CDW LLC	RM	11/27/2024	AB7I31P	387.99	4500235695	12/25/2024	HP OFFICEJET 250 MOBILE AIO PRINTER	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY	11/27/2024	A
0001069324	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WT	11/27/2024	AB7LC9B	2,956.35	4500236155	12/25/2024	APC BACK-UPS PRO BX 1500VA 10 OUT	OPERATE & MAINTAIN WELLFIELD	11/27/2024	A
0001069363	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WWL	11/27/2024	AB7LT5E	13,090.65	4500236167	12/26/2024	APC REPLACEMENT BATT CARTRIDGE 160	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	11/28/2024	A
0001069499	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITN	11/30/2024	AB7QH9Q	1,350.00	4500235557	12/30/2024	CISCO DESK PHONE 9800 KEY	HARDWARE & SOFTWARE SUPPORT FOR COUNTY CISCO EQUIPMENT	12/2/2024	A
0001070093	FT to FT-Pending BCC Agenda#	103795	CDW LLC	EMR	12/2/2024	AB7Q53T	147.00	4500235849	12/30/2024	DELL 22 MONITOR - P2225H	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM	12/2/2024	A
0001070604	FT to FT-Pending BCC Agenda#	103795	CDW LLC	RM	12/3/2024	AB71W3P	222.13	4500236166	1/1/2025	HP LASERJET PRO MFP 3101SDW PRINTER	BUSINESS PRINTER FOR DAY TO DAY OPERATIONS	12/4/2024	A
0001070873	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITC	12/4/2024	AB74P3N	1,554.00	4500236199	1/1/2025	CISCO DESK PHONE 9861 CARBON	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK	12/4/2024	A
0001071370	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WM	12/5/2024	AB8FZ5T	36.82	4500235727	1/3/2025	KINESIS FREESTYLE KEYPAD F/PC BLCK	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/6/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001071779	FT to FT-Pending BCC Agenda#	103795	CDW LLC	PUO	12/6/2024	AB8G77W	166.00	4500236254	1/3/2025	LOGITECH M650 L F/BUS WRLS MOUSE	PROVIDE INVENTORY MANAGEMENT/CONTROL FOR PUBLIC UTILITIES	12/6/2024	A
0001071780	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WWL	12/6/2024	AB8HA2X	4,997.37	4500236186	1/3/2025	ADO ACROBAT PRO F/ENT RNW LGA L9	PROVIDE COMPUTER SOFTWARE FOR STAFF TO PERFORM DAILY FUNCTIONS	12/6/2024	A
0001072519	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITD	12/10/2024	AB8WB8K	656.00	4500235951	1/7/2025	CISCO DESK PHONE 9871 CARBON	TO PROVIDE BREAK FIX PHONES FOR EMPLOYEES	12/10/2024	A
			CDW LLC Count		**16**								
			CDW LLC Total				**$28,939.20**						
0001071102	FT to FT-Pending BCC Agenda#	130132	CEC MOTOR & UTILITY SERVICES LLC	WTS	12/5/2024	10226	225.00	4500235945	1/4/2025	TDI CHARGE FOR 10.1 HP SULZER PUMP	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/5/2024	C
			CEC MOTOR & UTILITY SERVICES LLC Count		**1**								
			CEC MOTOR & UTILITY SERVICES LLC Total				**$225.00**						
0001069747	FT to FT-Pending BCC Agenda#	115034	CHE&G INC	FM	12/1/2024	76004	129.37	4500234416	12/30/2024	NOVEMBER 2024- GOLDEN GATE COMMUNITY CENTER	DRAIN TREATMENTS ON COUNTY FACILITIES	12/2/2024	A
0001069748	FT to FT-Pending BCC Agenda#	115034	CHE&G INC	FM	12/1/2024	76003	905.59	4500234416	12/30/2024	NOVEMBER 2024- COLLIER JAIL/IMMOKALEE STOCKADE	DRAIN TREATMENTS ON COUNTY FACILITIES	12/2/2024	A
0001069749	FT to FT-Pending BCC Agenda#	115034	CHE&G INC	FM	12/1/2024	76002	191.87	4500234416	12/30/2024	NOVEMBER 2024-SUGAR/STARCH ERADICATION - BUILDING D	DRAIN TREATMENTS ON COUNTY FACILITIES	12/2/2024	A
			CHE&G INC Count		**3**								
			CHE&G INC Total				**$1,226.83**						
0001066090	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	BED	11/14/2024	4211479729	59.60	4500220601	12/14/2024	UNIFORM RENTAL	IMMOKALEE ACCELERATOR SUPPLIES	11/14/2024	C
0001066842	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	11/18/2024	4211782388	1,335.44	4500233617	12/18/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/18/2024	C
0001066843	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	11/18/2024	4211779881	206.96	4500233617	12/18/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/18/2024	C
0001066845	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWF	11/18/2024	4211781138	847.78	4500234932	12/18/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/18/2024	C
0001067546	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/20/2024	4212105514	115.37	4500233614	12/20/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/20/2024	C
0001067595	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWF	11/20/2024	4212105554	246.86	4500234932	12/21/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/21/2024	C
0001067598	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/20/2024	4212105601	1,092.41	4500233702	12/21/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/21/2024	C
0001067957	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/21/2024	4212284874	309.70	4500233551	12/21/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/21/2024	C
0001068257	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	11/22/2024	4212455469	1,256.63	4500233617	12/22/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/22/2024	C
0001068258	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWF	11/22/2024	4212453824	847.78	4500234932	12/22/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/22/2024	C
0001068259	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	11/22/2024	4212453032	206.96	4500233617	12/22/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/22/2024	C
0001068300	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/22/2024	9297709588	2,172.00	4500235789	12/23/2024	UNIFORM PURCHASE	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/23/2024	C
0001068970	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WT	11/22/2024	5241150806	117.21	4500234650	12/26/2024	MEDICINE CABINET AND SUPPLIES	PROVIDE SAFETY SUPPLIES FOR PUBLIC UTILITIES	11/26/2024	C
0001069087	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/26/2024	4212807150	935.82	4500233702	12/27/2024	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/27/2024	C
0001069091	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWF	11/26/2024	4212806779	246.86	4500234932	12/27/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/27/2024	C
0001069315	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	11/27/2024	4212954958	184.54	4500234656	12/27/2024	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	11/27/2024	C
0001069316	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/27/2024	4212956941	330.02	4500233551	12/27/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/27/2024	C
0001070531	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/3/2024	4213344186	1,256.63	4500233617	1/2/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/3/2024	C
0001070532	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/3/2024	4213343390	206.96	4500233617	1/2/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/3/2024	C
0001070533	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/3/2024	4213343736	847.78	4500234932	1/2/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	12/3/2024	C
0001070534	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/3/2024	4213345618	88.55	4500234654	1/2/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/3/2024	C
0001070615	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WTS	11/30/2024	8407160610	1,391.91	4500234657	1/3/2025	MEDICINE CABINET AND SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	C
0001070616	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/30/2024	8407160611	440.10	4500234648	1/3/2025	MEDICINE CABINET AND SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/4/2024	C
0001070618	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/3/2024	4213346901	34.44	4500234656	1/3/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/4/2024	C
0001070619	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/3/2024	4213346944	29.41	4500234656	1/3/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/4/2024	C
0001070621	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/3/2024	4213346946	31.45	4500234656	1/3/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/4/2024	C
0001070622	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/3/2024	4213345667	73.68	4500234656	1/3/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/4/2024	C
0001070626	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PSC	12/3/2024	4213345610	67.58	4500234652	1/3/2025	UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF	12/4/2024	C
0001070880	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WTS	12/4/2024	4213515584	389.31	4500234657	1/3/2025	UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	C
0001070881	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/4/2024	4213515666	336.31	4500234646	1/3/2025	UNIFORM RENTAL	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/4/2024	C
0001070882	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/4/2024	4213515500	44.66	4500234651	1/3/2025	UNIFORM RENTAL	FLEET UNIFORMS	12/4/2024	C
0001070883	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/4/2024	4213515614	295.37	4500234651	1/3/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/4/2024	C
0001070884	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/4/2024	4213518740	49.52	4500234656	1/3/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/4/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001070885	FT to FT-Pending BCC Agenda#	111926	CINTAS CORPORATION	FLE	12/4/2024	4213515618	35.39	4500234651	1/3/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/4/2024	C
0001070928	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/4/2024	4213515796	15.00	4500234656	1/4/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/5/2024	C
0001070929	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/4/2024	4213515687	111.31	4500234656	1/4/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/5/2024	C
0001070930	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/4/2024	4213519004	69.99	4500234656	1/4/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/5/2024	C
0001070932	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	OTF	12/4/2024	4213515654	62.94	4500233573	1/4/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/5/2024	C
0001070933	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/4/2024	4213519122	115.00	4500233553	1/4/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/5/2024	C
0001071328	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/5/2024	4213678976	184.54	4500234656	1/4/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/5/2024	C
0001071329	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/5/2024	4213674332	74.86	4500234656	1/4/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/5/2024	C
0001071330	FT to FT-Pending BCC Agenda#	111926	CINTAS CORPORATION	FLE	12/5/2024	4213674277	26.62	4500234651	1/4/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/5/2024	C
0001071331	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/5/2024	4213674329	4.52	4500234654	1/4/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/5/2024	C
0001071332	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	5242848504	19.58	4500233585	1/4/2025	MEDICINE CABINET AND SUPPLIES	MEDICAL SUPPLIES TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071334	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/5/2024	4213675329	120.49	4500233614	1/4/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/5/2024	C
0001071335	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/5/2024	4213683106	86.74	4500234655	1/4/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/5/2024	C
0001071781	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/6/2024	4213814611	119.80	4500234932	1/5/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	12/6/2024	C
0001071783	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/6/2024	4213815049	78.15	4500229511	1/5/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/6/2024	C
0001072494	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PBD	12/5/2024	4213675260	242.73	4500235835	1/9/2025	UNIFORM RENTAL	EMPLOYEE PRODUCTIVITY	12/10/2024	C
0001072510	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/10/2024	4214069332	34.44	4500234656	1/9/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/10/2024	C
0001072511	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/10/2024	4214069329	29.41	4500234656	1/9/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/10/2024	C
0001072512	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/10/2024	4214061350	847.78	4500234932	1/9/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	12/10/2024	C
0001072513	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/10/2024	4214069376	31.45	4500234656	1/9/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/10/2024	C
0001072514	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/10/2024	4214060319	206.96	4500233617	1/9/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/10/2024	C
0001072515	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/10/2024	4214062315	1,256.63	4500233617	1/9/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/10/2024	C
0001072517	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/10/2024	4214065936	59.55	4500234654	1/9/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/10/2024	C
0001072550	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/10/2024	4214066147	73.68	4500234656	1/10/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/11/2024	C
			CINTAS CORPORATION Count		**57**								
			CINTAS CORPORATION Total				**$20,003.16**						
0001072637	FT to FT-Pending BCC Agenda#	E00004960	CLAY FOWELL	PUO	11/21/2024	4960	88.00		12/16/2024	PER DIEM - 2/02-2/04/2025	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT	12/11/2024	A
			CLAY FOWELL Count		**1**								
			CLAY FOWELL Total				**$88.00**						
0001067876	FT to FT-Pending BCC Agenda#	100603	COASTAL CONCRETE PRODUCTS LLC	WW	11/20/2024	3421	16,144.62	4500233500	12/26/2024	EMERGENCY SEWER REPAIR- 834 93RD AVENUE	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/21/2024	A
			COASTAL CONCRETE PRODUCTS LLC Count		**1**								
			COASTAL CONCRETE PRODUCTS LLC Total				**$16,144.62**						
0001070082	FT to FT-Pending BCC Agenda#	100628	COLLIER COUNTY SHERIFFS OFFICE	PBD	11/29/2024	4713	563.76	4500235633	12/30/2024	TRAFFIC CONTROL	PUBLIC SAFETY	12/2/2024	A
			COLLIER COUNTY SHERIFFS OFFICE Count		**1**								
			COLLIER COUNTY SHERIFFS OFFICE Total				**$563.76**						
0001070301	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/3/2024	INV105365	139.00	4500233660	1/2/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/3/2024	C
0001070502	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/3/2024	INV105368	592.30	4500233660	1/2/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/3/2024	C
0001070627	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/4/2024	INV105384	740.10	4500233660	1/3/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001070729	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/4/2024	INV105396	1,184.60	4500233660	1/3/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001071397	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/5/2024	INV105423	1,109.64	4500233660	1/5/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071398	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/5/2024	INV1054245	715.56	4500233660	1/5/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071592	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/6/2024	INV105474	119.26	4500233660	1/5/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001072826	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/11/2024	INV105583	518.96	4500233660	1/11/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001072827	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/11/2024	INV105587	1,616.00	4500233660	1/11/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
			COLLIER TIRE & AUTO REPAIR Count		**9**								
			COLLIER TIRE & AUTO REPAIR Total				**$6,735.42**						
0001060913	FT to FT-Pending BCC Agenda#	100670	COMMERCIAL GLASS & RESTAURANT SU	CDO	10/23/2024	172490	6,141.72	4500234860	12/8/2024	DISHWASHER	PROVIDE A COMMERCIAL APPLIANCE TO A COUNTY FACILITY	10/24/2024	C
			COMMERCIAL GLASS & RESTAURANT SUPP C		**1**								
			COMMERCIAL GLASS & RESTAURANT SUPP Total				**$6,141.72**						
0001069816	FT to FT-Pending BCC Agenda#	123871	COMPUTERS AT WORK! INC	WTN	12/2/2024	CAWI34149	5,626.50	4500236133	12/30/2024	OPTIPLEX MICRO FORM FACTOR (7020) W	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/2/2024	A
0001070987	FT to FT-Pending BCC Agenda#	123871	COMPUTERS AT WORK! INC	EMS	12/4/2024	CAWI33977	1,697.55	4500235874	1/2/2025	DELL LATITUDE 5550 (512GB WITH TOUCH)	FOR EMS ADMIN OPERATIONS	12/5/2024	A
			COMPUTERS AT WORK! INC Count		**2**								
			COMPUTERS AT WORK! INC Total				**$7,324.05**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001071518	FT to FT-Pending BCC Agenda#	130031	CORE & MAIN LP	WM	12/5/2024	V457455	699.32	4500234604	1/5/2025	CERTIFIED METER TEST	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/6/2024	C
			CORE & MAIN LP Count		**1**								
			CORE & MAIN LP Total				**$699.32**						
0001064322	FT to FT-Pending BCC Agenda#	120827	COSTAR REALTY INFORMATION INC	CDA	11/5/2024	121422728	422.04	4500234120	12/5/2024	NOVEMBER 2024 SERVICES	PROVIDE GMD STAFF ACCESS TO REAL ESTATE ELECTRONIC DATABASE	11/7/2024	A
0001065642	FT to FT-Pending BCC Agenda#	120827	COSTAR REALTY INFORMATION INC	BED	11/5/2024	121432358	445.00	4500220546	12/13/2024	NOVEMBER 2024 SERVICES	TO PROMOTE ECONOMIC DEVELOPMENT IN COLLIER COUNTY	11/13/2024	A
			COSTAR REALTY INFORMATION INC Count		**2**								
			COSTAR REALTY INFORMATION INC Total				**$867.04**						
0001064730	FT to FT-Pending BCC Agenda#	130801	CPH CONSULTING, LLC	PCP	10/25/2024	162166	4,874.25	4500229945	12/6/2024	10/1-10/18/2024- NORTH COLLIER REGIONAL PARK PUMPHOUSE	SUPPORT SERVICE DELIVERY	11/8/2024	A
			CPH CONSULTING, LLC Count		**1**								
			CPH CONSULTING, LLC Total				**$4,874.25**						
0001072133	FT to FT-Pending BCC Agenda#	128789	CPR COURIER	PAD	11/30/2024	37618	180.00	4500234258	1/8/2025	NOVEMBER 2024-COURIER SERVICES	COURIER SERVICE	12/9/2024	C
			CPR COURIER Count		**1**								
			CPR COURIER Total				**$180.00**						
0001068019	FT to FT-Pending BCC Agenda#	106046	CUES INC	WW	11/21/2024	970035022	972.23	4500234379	12/22/2024	PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/22/2024	A
			CUES INC Count		**1**								
			CUES INC Total				**$972.23**						
0001072163	FT to FT-Pending BCC Agenda#	124095	DAIKIN APPLIED	ITC	12/9/2024	84159	1,520.00	4500233094	1/8/2025	AIR COOLED CHILLER- BUILDING F 5TH FLOOR DATA CENTER	A/C SHILLER FOR BUILDING F 5TH FLOOR DATA CENTER	12/9/2024	C
			DAIKIN APPLIED Count		**1**								
			DAIKIN APPLIED Total				**$1,520.00**						
0001067605	FT to FT-Pending BCC Agenda#	131497	DANA SAFETY SUPPLY INC	FLE	11/15/2024	937582	150.00	4500235028	12/21/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/21/2024	C
0001068796	FT to FT-Pending BCC Agenda#	131497	DANA SAFETY SUPPLY INC	FLE	11/21/2024	938650	270.05	4500235028	12/26/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/26/2024	C
0001068797	FT to FT-Pending BCC Agenda#	131497	DANA SAFETY SUPPLY INC	FLE	11/20/2024	938389	77.60	4500235028	12/26/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/26/2024	C
0001069137	FT to FT-Pending BCC Agenda#	131497	DANA SAFETY SUPPLY INC	FLE	11/21/2024	938567	282.07	4500235028	12/27/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/27/2024	C
0001072590	FT to FT-Pending BCC Agenda#	131497	DANA SAFETY SUPPLY INC	FLE	12/9/2024	941116	702.48	4500235028	1/10/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	C
			DANA SAFETY SUPPLY INC Count		**5**								
			DANA SAFETY SUPPLY INC Total				**$1,482.20**						
0001070050	FT to FT-Pending BCC Agenda#	100777	DATA FLOW SYSTEMS LLC	WW	11/22/2024	103795	1,338.46	4500235067	12/30/2024	TAC II SCADA PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/2/2024	A
			DATA FLOW SYSTEMS LLC Count		**1**								
			DATA FLOW SYSTEMS LLC Total				**$1,338.46**						
0001072410	FT to FT-Pending BCC Agenda#	E00010837	DAVID RAMMEL	PUO	12/10/2024	10837	125.00		12/15/2024	REIMBURSEMENT - CLASS 2 LICENSE EXAM	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION	12/10/2024	A
			DAVID RAMMEL Count		**1**								
			DAVID RAMMEL Total				**$125.00**						
0001067462	FT to FT-Pending BCC Agenda#	119654	DAVIDSON ENGINEERING INC	SWC	11/20/2024	25360 FINAL	11,403.50	4500232034	12/18/2024	10/1-11/20/2024- LANDFILL-RRBP ACCESS ROAD REPORT	OPERATING AND MAINTAINING CRITICAL FACILITIES	11/20/2024	A
			DAVIDSON ENGINEERING INC Count		**1**								
			DAVIDSON ENGINEERING INC Total				**$11,403.50**						
0001072586	FT to FT-Pending BCC Agenda#	128926	DBT TRANSPORTATION SVCS LLC	AA2	12/10/2024	2555203	650.00	4500236055	1/10/2025	AWI AWOS MAINTENANCE	MAINTAIN AIRPORT OPERATIONS AND SERVICES	12/11/2024	C
			DBT TRANSPORTATION SVCS LLC Count		**1**								
			DBT TRANSPORTATION SVCS LLC Total				**$650.00**						
0001068389	FT to FT-Pending BCC Agenda#	105140	DEERE COMPANY	CZM	9/24/2024	117658795	120,865.39	4500229366	12/25/2024	JD 6135E CAB TRACTOR	TRACTOR AND EQUIPMENT TO MAINTAIN BEACH CLEANING	11/25/2024	A
			DEERE COMPANY Count		**1**								
			DEERE COMPANY Total				**$120,865.39**						
0001072477	FT to FT-Pending BCC Agenda#	100807	DEMCO	LIB	11/14/2024	7567507	37,566.43	4500232943	1/7/2025	LIBRARY FURNITURE	SUPPORT SERVICES DELIVERY	12/10/2024	A
			DEMCO Count		**1**								
			DEMCO Total				**$37,566.43**						
0001073193	FT to FT-Pending BCC Agenda#	E00018016	DENIS KASO	FM	12/13/2024	18016	168.30		12/18/2024	MILEAGE 11/4-11/20/2024	MILEAGE REIMBURSEMENT	12/13/2024	A
			DENIS KASO Count		**1**								
			DENIS KASO Total				**$168.30**						
0001069115	FT to FT-Pending BCC Agenda#	125043	DIGICERT INC	IT	11/6/2024	INV1668275	21,681.00	4500232889	12/27/2024	DIGICERT 8/9/2024-8/8/2025	CONTINUE RECEIVING SUPPORT & MAINT ON SOFTWARE	11/27/2024	C
			DIGICERT INC Count		**1**								
			DIGICERT INC Total				**$21,681.00**						
0001061814	FT to FT-Pending BCC Agenda#	104044	DOUGLAS N HIGGINS INC	WWL	10/25/2024	5226 FINAL	14,597.78	4500232652	11/26/2024	9/11-9/13/2024- SCWRF - 36" PLUG VALVE REPAIR	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	10/29/2024	A
0001065414	FT to FT-Pending BCC Agenda#	104044	DOUGLAS N HIGGINS INC	WWL	11/11/2024	5228 FINAL	27,284.56	4500232083	12/10/2024	9/19-9/25/2024 - SCWRF GRIT CLASSIFIER FLOOR DRAIN	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/12/2024	A
0001066263	FT to FT-Pending BCC Agenda#	104044	DOUGLAS N HIGGINS INC	WW	11/15/2024	5234	7,018.77	4500233427	12/13/2024	10/21-10/22/2024- SCWRF-EMERGENCY CLARIFIER 1 SCUM DRAIN	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/15/2024	A
			DOUGLAS N HIGGINS INC Count		**3**								
			DOUGLAS N HIGGINS INC Total				**$48,901.11**						
0001071534	FT to FT-Pending BCC Agenda#	130411	DYLAN J LARSON	WTN	12/5/2024	1174	375.00	4500235991	1/5/2025	WELDING	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	C
			DYLAN J LARSON Count		**1**								

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			DYLAN J LARSON Total				**$375.00**						
0001071888	FT to FT-Pending BCC Agenda#	128081	EARL W. COLVARD, INC	FLE	12/6/2024	21-GS168919	5,620.00	4500235342	1/8/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/9/2024	C
			EARL W. COLVARD, INC Count		**1**								
			EARL W. COLVARD, INC Total				**$5,620.00**						
0001070810	FT to FT-Pending BCC Agenda#	119142	EARTH TECH ENVIRONMENTAL LLC	CBO	11/30/2024	10769	12,000.00	4500231068	1/1/2025	VEGETATION MAINTENANCE - PARADISE SPORTS COMPLEX	EXOTIC VEGETATION REMOVAL FOR PARADISE COAST SPORTS COMPLEX	12/4/2024	A
			EARTH TECH ENVIRONMENTAL LLC Count		**1**								
			EARTH TECH ENVIRONMENTAL LLC Total				**$12,000.00**						
0001072666	FT to FT-Pending BCC Agenda#	111973	EARTH VIEW LLC	PAD	12/11/2024	12612	1,187.50	4500234808	1/8/2025	UTILITY LOCATES	MAINTAIN PARKS AND FIELDS	12/11/2024	A
			EARTH VIEW LLC Count		**1**								
			EARTH VIEW LLC Total				**$1,187.50**						
0001067505	FT to FT-Pending BCC Agenda#	125709	EBL PARTNERS, LLC	Z2	11/20/2024	2/71065.5 F	56,749.64	4500231937	12/25/2024	9/26-11/12/2024 -SCRWTP LANDSCAPE	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	11/20/2024	C
			EBL PARTNERS, LLC Count		**1**								
			EBL PARTNERS, LLC Total				**$56,749.64**						
0001068263	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	11/22/2024	W75735	1,175.88	4500233302	12/20/2024	SERVICE	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/22/2024	A
0001069317	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	11/27/2024	W22343	897.37	4500233302	12/25/2024	SERVICE	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/27/2024	A
0001070878	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/4/2024	P0499917	34.95	4500233302	1/1/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070886	FT to FT-Pending BCC Agenda#	126950	EFE INC	WT	12/4/2024	W23404	197.42	4500234313	1/1/2025	SMALL ENGINE REPAIR	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT	12/4/2024	A
0001071247	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/5/2024	P0501719	612.26	4500233302	1/2/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	A
0001071327	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/5/2024	P0501878	84.99	4500233302	1/2/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	A
0001071578	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/6/2024	P0500238	105.25	4500233302	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001071784	FT to FT-Pending BCC Agenda#	126950	EFE INC	WT	12/6/2024	W22828	206.59	4500234313	1/3/2025	SMALL ENGINE REPAIR	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT	12/6/2024	A
0001071785	FT to FT-Pending BCC Agenda#	126950	EFE INC	WT	12/6/2024	W22827	165.33	4500234313	1/3/2025	SMALL ENGINE REPAIR	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT	12/6/2024	A
0001072401	FT to FT-Pending BCC Agenda#	126950	EFE INC	PCP	11/26/2024	E042047	35,105.00	4500236086	1/7/2025	JD 35P MINI EXCAVATOR	SUPPORT SERVICE DELIVERY	12/10/2024	A
0001072402	FT to FT-Pending BCC Agenda#	126950	EFE INC	PCP	12/5/2024	E04216	76,245.00	4500236007	1/7/2025	JD 331G SKID STEER	SUPPORT SERVICE DELIVERY	12/10/2024	A
0001072456	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/10/2024	P0500452	506.02	4500233302	1/7/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
0001072460	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/10/2024	P0500602	13.57	4500233302	1/7/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
0001072474	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/10/2024	P0504212	25.60	4500233302	1/7/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
0001072516	FT to FT-Pending BCC Agenda#	126950	EFE INC	WM	12/17/2024	W23445	397.33	4500235958	1/7/2025	SMALL ENGINE REPAIR	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/10/2024	A
0001073057	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/12/2024	P0503912	1,877.85	4500233302	12/12/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
			EFE INC Count		**16**								
			EFE INC Total				**$117,650.41**						
0001071167	FT to FT-Pending BCC Agenda#	128935	ELECTRONIC RECYCLING CENTER INC	SW	12/5/2024	13430	2,131.34	4500235673	1/4/2025	NOVEMBER 2024-ELECTRONICS PICK UP SERVICES	PROPER DISPOSAL OF ELECTRONICS AT THE RECYCLING CENTERS	12/5/2024	C
			ELECTRONIC RECYCLING CENTER INC Count		**1**								
			ELECTRONIC RECYCLING CENTER INC Total				**$2,131.34**						
0001067241	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	11/20/2024	270922	735.75	4500233397	12/20/2024	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	11/20/2024	C
0001070282	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/3/2024	272052	468.00	4500233397	1/2/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/3/2024	C
0001071821	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/8/2024	540117	254.25	4500233397	1/8/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/9/2024	C
0001071822	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/8/2024	540114	283.50	4500233397	1/8/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/9/2024	C
0001071823	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/8/2024	540099	378.75	4500233397	1/8/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/9/2024	C
			EMERGENCY PET HOSPITAL OF COLLIER Cou		**5**								
			EMERGENCY PET HOSPITAL OF COLLIER Total				**$2,120.25**						
0001069916	FT to FT-Pending BCC Agenda#	128598	EMPLOYERS CHOICE ONLINE INC	PAD	11/30/2024	64585	52.00	4500235610	1/1/2025	BACKGROUND SCREENING	BACKGROUND CHECKS ON VOLUNTEERS	12/2/2024	C
0001069918	FT to FT-Pending BCC Agenda#	128598	EMPLOYERS CHOICE ONLINE INC	MUS	11/30/2024	64584	52.00	4500234535	1/1/2025	BACKGROUND SCREENING	BACKGROUND CHECKS ON VOLUNTEERS	12/2/2024	C
			EMPLOYERS CHOICE ONLINE INC Count		**2**								
			EMPLOYERS CHOICE ONLINE INC Total				**$104.00**						
0001068061	FT to FT-Pending BCC Agenda#	104537	ENCORE BROADCAST SOLUTIONS	CCR	11/4/2024	5160	704.00	4500235359	12/20/2024	PARTS	MAINTENANCE AND REPAIR SERVICES FOR COLLIER TV ROOM	11/22/2024	A
			ENCORE BROADCAST SOLUTIONS Count		**1**								
			ENCORE BROADCAST SOLUTIONS Total				**$704.00**						
0001067723	FT to FT-Pending BCC Agenda#	127997	ENVIRONMENTAL PRODUCTS GROUP INC	FLE	11/21/2024	P23084	1,187.38	4500234135	12/19/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/21/2024	A
0001069256	FT to FT-Pending BCC Agenda#	127997	ENVIRONMENTAL PRODUCTS GROUP INC	FLE	11/27/2024	P23203	280.10	4500234135	12/25/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/27/2024	A
0001071736	FT to FT-Pending BCC Agenda#	127997	ENVIRONMENTAL PRODUCTS GROUP INC	FLE	12/6/2024	P23361	59.50	4500234135	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			ENVIRONMENTAL PRODUCTS GROUP INC Cou		**3**								
			ENVIRONMENTAL PRODUCTS GROUP INC Total				**$1,526.98**						
0001073194	FT to FT-Pending BCC Agenda#	E00020018	ERICK CAMACHO	FM	12/13/2024	20018	181.44		12/18/2024	MILEAGE 11/05-11/20/2024	MILEAGE REIMBURSEMENT	12/13/2024	A
			ERICK CAMACHO Count		**1**								
			ERICK CAMACHO Total				**$181.44**						
0001064625	FT to FT-Pending BCC Agenda#	131333	EVERVAC EQUIPMENT LLC	WW	11/7/2024	1517	47,355.32	4500235619	12/8/2024	PARTS AND SUPPLIES	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/8/2024	C
			EVERVAC EQUIPMENT LLC Count		**1**								
			EVERVAC EQUIPMENT LLC Total				**$47,355.32**						
0001069259	FT to FT-Pending BCC Agenda#	107437	EXPLORITECH INC	PAD	11/27/2024	28312	1,725.00	4500234259	12/27/2024	MARKETING 10/1/2024-9/30/2025	MARKETING TOOL	11/27/2024	C
			EXPLORITECH INC Count		**1**								
			EXPLORITECH INC Total				**$1,725.00**						
0001070273	FT to FT-Pending BCC Agenda#	131793	FCX PERFORMANCE INC	WTS	12/2/2024	5351653	1,181.80	4500235831	1/2/2025	ASHCROFT PRESSURE SWITCH	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/3/2024	C
			FCX PERFORMANCE INC Count		**1**								
			FCX PERFORMANCE INC Total				**$1,181.80**						
0001070040	FT to FT-Pending BCC Agenda#	107691	FEDEX	WW	11/26/2024	8-693-31292	86.51	4500234103	1/1/2025	SHIPPING SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/2/2024	C
0001070074	FT to FT-Pending BCC Agenda#	107691	FEDEX	WTN	11/26/2024	8-693-77780	15.10	4500234300	1/1/2025	SHIPPING SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/2/2024	C
0001070274	FT to FT-Pending BCC Agenda#	107691	FEDEX	TA	11/26/2024	8-693-35696	41.25	4500232382	1/2/2025	SHIPPING SERVICES	MAILING OF MATERIAL OVERNIGHT FOR PUBLIC NOTICES RE: MPO	12/3/2024	C
0001070693	FT to FT-Pending BCC Agenda#	107691	FEDEX	WWL	11/12/2024	8-679-92694	6.36	4500234246	1/3/2025	SHIPPING SERVICES	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY	12/4/2024	C
0001070694	FT to FT-Pending BCC Agenda#	107691	FEDEX	WWL	11/19/2024	8-686-27814	26.16	4500234246	1/3/2025	SHIPPING SERVICES	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY	12/4/2024	C
0001070695	FT to FT-Pending BCC Agenda#	107691	FEDEX	WWL	11/12/2024	8-679-92693	33.88	4500234246	1/3/2025	SHIPPING SERVICES	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY	12/4/2024	C
0001070741	FT to FT-Pending BCC Agenda#	107691	FEDEX	TEC	11/26/2024	8-693-82392	60.06	4500236194	1/3/2025	SHIPPING SERVICES	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS	12/4/2024	C
0001071410	FT to FT-Pending BCC Agenda#	107691	FEDEX	WWL	11/26/2024	8-693-82272	6.11	4500234246	1/5/2025	SHIPPING SERVICES	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY	12/6/2024	C
0001071848	FT to FT-Pending BCC Agenda#	107691	FEDEX	HO	12/3/2024	8-700-55174	16.70	4500233903	1/8/2025	SHIPPING SERVICES	COURIER/SHIPPING SERVICES	12/9/2024	C
0001072001	FT to FT-Pending BCC Agenda#	107691	FEDEX	TD	12/3/2024	8-700-42450	31.93	4500235312	1/8/2025	SHIPPING SERVICES	SHIPPING COSTS TO PROMOTE TOURISM IN COLLIER COUNTY	12/9/2024	C
0001072003	FT to FT-Pending BCC Agenda#	107691	FEDEX	WW	12/3/2024	8-700-89956	12.22	4500234103	1/8/2025	SHIPPING SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/9/2024	C
0001072578	FT to FT-Pending BCC Agenda#	107691	FEDEX	HO	12/10/2024	8-707-10552	5.98	4500233903	1/10/2025	SHIPPING SERVICES	COURIER/SHIPPING SERVICES	12/11/2024	C
0001072579	FT to FT-Pending BCC Agenda#	107691	FEDEX	HO	12/10/2024	8-707-10551	162.85	4500233903	1/10/2025	SHIPPING SERVICES	COURIER/SHIPPING SERVICES	12/11/2024	C
0001072591	FT to FT-Pending BCC Agenda#	107691	FEDEX	FLE	11/26/2024	8-693-66446	24.98	4500234428	1/10/2025	SHIPPING SERVICES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	C
0001073581	FT to FT-Pending BCC Agenda#	107691	FEDEX	FLE	12/5/2024	770214516846	439.25	4500234428	1/15/2025	SHIPPING SERVICES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/16/2024	C
			FEDEX Count		**15**								
			FEDEX Total				**$969.34**						
0001069377	FT to FT-Pending BCC Agenda#	103831	FERGUSON ENTERPRISES LLC	WM	11/29/2024	1639023-1	8,952.47	4500233295	12/28/2024	SUPPLIES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	11/30/2024	A
			FERGUSON ENTERPRISES LLC Count		**1**								
			FERGUSON ENTERPRISES LLC Total				**$8,952.47**						
0001071233	FT to FT-Pending BCC Agenda#	130464	FERNANDO MOLINA	PAD	12/5/2024	10/30-12/04/24	225.22	4500233363	12/5/2024	10/30-12/04/2024 -TENNIS INSTRUCTOR-VETERANS COMMUNITY PARK	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS	12/5/2024	A
0001071966	FT to FT-Pending BCC Agenda#	130464	FERNANDO MOLINA	PAD	12/9/2024	120924	2,565.34	4500233363	12/9/2024	10/29-12/3/2024- TENNIS INSTRUCTOR-VINEYARDS COMMUNITY PARK	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS	12/9/2024	A
			FERNANDO MOLINA Count		**2**								
			FERNANDO MOLINA Total				**$2,790.56**						
0001066139	FT to FT-Pending BCC Agenda#	115715	FIRESERVICE INC	FM	11/14/2024	JOBINV36409-1	2,662.82	4500234992	12/15/2024	SUPERVISOR OF ELECTIONS	ENVIRONMENTAL REMEDIATION TO MAINTAIN COUNTY FACILITIES	11/15/2024	C
			FIRESERVICE INC Count		**1**								
			FIRESERVICE INC Total				**$2,662.82**						
0001061028	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	EMS	10/2/2024	FL00648448	2,238.14	4500235355	11/21/2024	ALCOHOL/DRUG TESTING	EMS RANDOM DRUG TESTING OF EMPLOYEES	10/24/2024	A
0001061462	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	WAO	10/22/2024	FL00648285	1,315.00	4500234752	11/25/2024	ALCOHOL/DRUG TESTING	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	10/28/2024	A
0001065745	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	EMS	11/4/2024	FL00651735	1,614.00	4500235355	12/11/2024	ALCOHOL/DRUG TESTING	EMS RANDOM DRUG TESTING OF EMPLOYEES	11/13/2024	A
0001065750	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	LIB	11/4/2024	FL00651923	128.00	4500235356	12/11/2024	ALCOHOL/DRUG TESTING	SAFETY	11/13/2024	A
0001065752	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	PBD	11/4/2024	FL00651921	313.00	4500235102	12/11/2024	ALCOHOL/DRUG TESTING	EMPLOYEE SAFETY	11/13/2024	A
0001065753	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	TO2	11/4/2024	FL00651578	105.00	4500234749	12/11/2024	ALCOHOL/DRUG TESTING	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/13/2024	A
0001070797	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	RM	11/4/2024	FL00651819	229.00	4500234755	1/1/2025	ALCOHOL/DRUG TESTING	PROMOTE A DRUGFREE WORKPLACE AND PUBLIC SAFETY	12/4/2024	A
0001070798	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	RM	10/2/2024	FL00648538	212.50	4500234755	1/1/2025	ALCOHOL/DRUG TESTING	PROMOTE A DRUGFREE WORKPLACE AND PUBLIC SAFETY	12/4/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001072462	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	EMS	12/3/2024	FL00654923	498.00	4500235355	1/7/2025	ALCOHOL/DRUG TESTING	EMS RANDOM DRUG TESTING OF EMPLOYEES	12/10/2024	A
0001072463	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	FLE	12/3/2024	FL00654762	393.00	4500233898	1/7/2025	ALCOHOL/DRUG TESTING	DOT REQUIRED FOR FLEET OPERATIONS	12/10/2024	A
0001072464	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	PAD	12/3/2024	FL00655073	105.00	4500235429	1/7/2025	ALCOHOL/DRUG TESTING	SUPPORTS SERVICE DELIVERY	12/10/2024	A
0001072467	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	WWL	12/3/2024	FL00654758	319.00	4500234750	1/7/2025	ALCOHOL/DRUG TESTING	PROVIDE DRUG TESTING FOR COUNTY EMPLOYEES WITH CDL LICENSE	12/10/2024	A
0001072468	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	WAO	12/3/2024	FL00654765	278.00	4500234752	1/7/2025	ALCOHOL/DRUG TESTING	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/10/2024	A
0001072469	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	FM	12/3/2024	FL00655118	389.00	4500233905	1/7/2025	ALCOHOL/DRUG TESTING	STATE REQUIRED DRUG & ALCOHOL SCREENING FOR FM EMPLOYEES	12/10/2024	A
0001072470	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	MUS	12/3/2024	FL00655103	35.00	4500235420	1/7/2025	ALCOHOL/DRUG TESTING	SUPPORTS SERVICE DELIVERY	12/10/2024	A
			FIRST HOSPITAL LABORATORIES, INC Count		**15**								
			FIRST HOSPITAL LABORATORIES, INC Total				**$8,171.64**						
0001071861	FT to FT-Pending BCC Agenda#	130597	FIRSTWATCH SOLUTIONS INC	EMS	12/1/2024	FW112181	2,108.82	4500234451	1/8/2025	SAAS- DECEMBER 2024	REAL TIME DATA ON RESPONSE TIMES AND AWARENESS	12/9/2024	C
			FIRSTWATCH SOLUTIONS INC Count		**1**								
			FIRSTWATCH SOLUTIONS INC Total				**$2,108.82**						
0001067596	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	11/20/2024	7038249	637.58	4500233892	12/19/2024	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	11/21/2024	A
0001069081	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	11/26/2024	7181014	367.01	4500233892	12/25/2024	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	11/27/2024	A
0001069365	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	11/27/2024	7214821	290.40	4500233892	12/26/2024	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	11/28/2024	A
0001069374	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	11/29/2024	7235325	174.05	4500233907	12/28/2024	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	11/30/2024	A
0001070141	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/2/2024	7250256	6,013.92	4500233892	12/31/2024	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/3/2024	A
0001070606	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/3/2024	7281392	285.41	4500233892	1/1/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/4/2024	A
0001070607	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/3/2024	7281393	100.06	4500233892	1/1/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/4/2024	A
0001070608	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/3/2024	7281394	75.98	4500233892	12/4/2024	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/4/2024	A
0001070609	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/3/2024	7281397	306.82	4500233906	1/1/2025	LAB SUPPLIES	OPERATE & MAINTAIN WATER & WASTEWATER TREATMENT PLANT	12/4/2024	A
0001070610	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/3/2024	7281395	(144.10)	4500233892	12/4/2024	CREDIT MEMO	HEALTH AND SAFETY FOR WATER QUALITY	12/4/2024	A
0001070611	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/3/2024	7281396	1,296.84	4500235325	1/1/2025	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/4/2024	A
0001070934	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/4/2024	7318781	201.45	4500235325	1/2/2025	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/5/2024	A
0001071511	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/5/2024	7356767	1,982.27	4500233907	1/3/2025	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/6/2024	A
0001071515	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/5/2024	7356768	59.35	4500233907	1/3/2025	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/6/2024	A
0001071849	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WTS	12/6/2024	7392311	170.85	4500233895	1/6/2025	LAB SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/9/2024	A
0001072504	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/9/2024	7426458	176.11	4500233907	1/7/2025	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/10/2024	A
0001072643	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/10/2024	7464170	2,544.59	4500233892	1/8/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/11/2024	A
0001072644	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/10/2024	7464169	432.74	4500233892	1/8/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/11/2024	A
0001072882	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/11/2024	7503190	298.65	4500233892	1/9/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/12/2024	A
			FISHER SCIENTIFIC Count		**19**								
			FISHER SCIENTIFIC Total				**$15,269.98**						
0001072915	FT to FT-Pending BCC Agenda#	101115	FLORIDA COAST EQUIPMENT INC	FLE	12/12/2024	P1831403	313.09	4500235840	1/26/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
			FLORIDA COAST EQUIPMENT INC Count		**1**								
			FLORIDA COAST EQUIPMENT INC Total				**$313.09**						
0001072660	FT to FT-Pending BCC Agenda#	120057	FLORIDA ICE MANUFACTURING CORP	PAD	12/7/2024	S1851	27,750.00	4500234297	1/10/2025	ICE/SNOW	SUPPORT SERVICE DELIVERY	12/11/2024	C
			FLORIDA ICE MANUFACTURING CORP Count		**1**								
			FLORIDA ICE MANUFACTURING CORP Total				**$27,750.00**						
0001071828	FT to FT-Pending BCC Agenda#	131567	GALLS PARENT HOLDINGS LLC	EMS	12/6/2024	029849921	32.40	4500235209	1/8/2025	UNIFORMS	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS.	12/9/2024	C
			GALLS PARENT HOLDINGS LLC Count		**1**								
			GALLS PARENT HOLDINGS LLC Total				**$32.40**						
0001068292	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	11/22/2024	41245612	381.57	4500233404	12/21/2024	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/23/2024	A
0001068805	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	11/25/2024	41245846	956.46	4500233404	12/24/2024	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/26/2024	A
0001069368	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	11/27/2024	41247112	2,000.53	4500233404	12/26/2024	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/28/2024	A
0001069369	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	11/27/2024	41247111	332.12	4500233404	12/26/2024	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/28/2024	A
0001070617	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/3/2024	41247795	4,056.18	4500233404	1/1/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001070931	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/4/2024	41248654	743.15	4500233404	1/2/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	A
0001071382	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/5/2024	41248877	7.78	4500233404	1/3/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001071803	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/6/2024	41249476	706.29	4500233404	1/4/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/7/2024	A
0001071804	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/6/2024	41249477	4,141.78	4500233404	1/4/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/7/2024	A
0001072234	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/9/2024	41250050	77.92	4500233404	1/7/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
0001072235	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/9/2024	41250049	379.48	4500233404	1/9/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
0001072236	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/9/2024	41250319	3.36	4500233404	1/7/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
0001072549	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/10/2024	41250574	21.54	4500233404	1/8/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	A
0001072551	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/10/2024	41250884	2,488.06	4500233404	1/8/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	A
0001072788	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/11/2024	41251122	54.84	4500233404	1/9/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
0001072789	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/11/2024	41251121	54.84	4500233404	1/9/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
0001072790	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/11/2024	41251500	1,650.86	4500233404	1/11/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
			GILLIG LLC Count		**17**								
			GILLIG LLC Total				**$18,056.76**						
0001072268	FT to FT-Pending BCC Agenda#	101305	GOODYEAR RUBBER PRODUCTS INC	WWL	12/9/2024	383463	222.43	4500235274	1/7/2025	RUBBER PRODUCTS	OPERATE & MAINTAIN GGWWTP	12/10/2024	A
			GOODYEAR RUBBER PRODUCTS INC Count		**1**								
			GOODYEAR RUBBER PRODUCTS INC Total				**$222.43**						
0001063882	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	11/5/2024	9304990477	226.20	4500234724	12/3/2024	SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	11/5/2024	A
0001063891	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	CDO	11/5/2024	9305471642	368.32	4500233476	12/3/2024	SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF	11/5/2024	A
0001066894	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	11/18/2024	9318949014	706.37	4500234724	12/17/2024	SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	11/19/2024	A
0001066897	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	11/19/2024	9319550175	3,158.87	4500234724	12/17/2024	SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	11/19/2024	A
0001066902	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	11/19/2024	9319550217	5,008.49	4500234663	12/17/2024	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	11/19/2024	A
0001067559	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WM	11/20/2024	9322368508	1,484.33	4500233215	12/18/2024	SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS	11/20/2024	A
0001067574	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	11/20/2024	9322834806	517.77	4500234554	12/18/2024	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/20/2024	A
0001068287	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	11/22/2024	9325210210	85.45	4500233852	12/20/2024	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/22/2024	A
0001068744	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWF	11/25/2024	9327169539	5,237.05	4500236077	12/23/2024	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER	11/25/2024	A
0001068745	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	11/25/2024	9327169521	291.26	4500233840	12/23/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORANGE TREE TREATMENT PLANT	11/25/2024	A
0001068746	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	11/25/2024	9327169547	32.96	4500233837	12/23/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/25/2024	A
0001068747	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	11/25/2024	9327169570	4,201.18	4500233846	12/23/2024	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	11/25/2024	A
0001069067	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	11/26/2024	9327698115	171.42	4500234711	12/24/2024	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/26/2024	A
0001069069	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	11/26/2024	9327721578	646.28	4500233837	12/24/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/26/2024	A
0001069080	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	EMS	11/26/2024	9329012786	1,715.95	4500234769	12/25/2024	SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION.	11/27/2024	A
0001069344	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	11/27/2024	9329714944	292.42	4500234693	12/25/2024	SUPPLIES	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES	11/27/2024	A
0001069352	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	11/27/2024	9329848742	82.40	4500233837	12/25/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/27/2024	A
0001069357	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	11/27/2024	9329111422	472.99	4500233837	12/25/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/27/2024	A
0001070105	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/2/2024	9330919029	608.75	4500234662	12/30/2024	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/2/2024	A
0001070112	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	12/2/2024	9330926925	709.52	4500234703	12/30/2024	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	12/2/2024	A
0001070114	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/2/2024	9330964546	203.75	4500233871	12/30/2024	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT	12/2/2024	A
0001070115	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/2/2024	9331271305	157.38	4500233846	12/30/2024	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/2/2024	A
0001070116	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/2/2024	9330964553	97.80	4500233871	12/30/2024	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT	12/2/2024	A
0001070117	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/2/2024	9331271313	1,841.54	4500233276	12/30/2024	SUPPLIES	SUPPORT SERVICE DELIVERY	12/2/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001070119	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWF	12/2/2024	9331271289	560.03	4500233856	12/30/2024	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER	12/2/2024	A
0001070120	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/2/2024	9331271321	378.03	4500234554	12/30/2024	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/2/2024	A
0001070122	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/2/2024	9331271370	337.94	4500234662	12/30/2024	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/2/2024	A
0001070123	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/2/2024	9331271388	72.60	4500234662	12/30/2024	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/2/2024	A
0001070124	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/2/2024	9331271347	17.70	4500233846	12/30/2024	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/2/2024	A
0001070130	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WM	12/2/2024	9331718529	189.40	4500233215	12/30/2024	SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS	12/2/2024	A
0001070134	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWF	12/2/2024	9331718602	915.01	4500233856	12/30/2024	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER	12/2/2024	A
0001070555	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9332721944	408.29	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070556	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9332721951	162.35	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070557	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/3/2024	9332721977	258.84	4500233846	1/1/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/4/2024	A
0001070558	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WM	12/3/2024	9332982306	172.95	4500233215	1/1/2025	SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS	12/4/2024	A
0001070560	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/3/2024	9332721969	26.60	4500234722	1/1/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/4/2024	A
0001070562	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/3/2024	9332982314	125.62	4500233848	1/1/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/4/2024	A
0001070563	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/3/2024	9332721985	54.36	4500234554	1/1/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070566	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/3/2024	9332982363	106.10	4500233846	1/1/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/4/2024	A
0001070567	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9332982355	94.18	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070568	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/3/2024	9332982348	278.76	4500233848	1/1/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/4/2024	A
0001070570	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9332982371	75.87	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070571	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/3/2024	9332982397	156.19	4500233846	1/1/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/4/2024	A
0001070572	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9332982405	337.29	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070574	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/3/2024	9332982413	36.94	4500234554	1/1/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070575	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9332982454	189.09	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070576	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/3/2024	9332982421	687.96	4500234554	1/1/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070577	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9333036037	292.58	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070579	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/3/2024	9333118694	1,201.89	4500234554	1/1/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070580	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9333036029	479.74	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070582	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9333036045	168.90	4500234695	1/1/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/4/2024	A
0001070583	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/3/2024	9333799907	356.86	4500233846	1/1/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/4/2024	A
0001070584	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/3/2024	9333118736	127.00	4500233218	1/1/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/4/2024	A
0001070585	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/3/2024	9333118728	55.22	4500233871	1/1/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT	12/4/2024	A
0001070586	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9333118702	903.68	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070591	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/3/2024	9332407064	367.27	4500233837	1/1/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/4/2024	A
0001070592	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/3/2024	9332521609	7.37	4500233847	1/1/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/4/2024	A
0001070594	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTN	12/3/2024	9332524660	110.10	4500234694	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070596	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/3/2024	9332524702	155.79	4500234554	1/1/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070597	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/3/2024	9332524694	98.22	4500234554	1/1/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070598	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/3/2024	9332521567	532.60	4500233218	1/1/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/4/2024	A
0001070600	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/3/2024	9332524686	261.66	4500234711	1/1/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070601	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/3/2024	9332721936	457.16	4500233846	1/1/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/4/2024	A

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0001070602	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/3/2024	9332721928	282.42	4500234554	1/1/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070890	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/4/2024	9333777481	55.60	4500233846	1/2/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/5/2024	A
0001070891	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/4/2024	9333777465	600.15	4500233276	1/2/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/5/2024	A
0001070892	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/4/2024	9333919372	240.00	4500234554	1/2/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	A
0001070894	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/4/2024	9333919398	40.92	4500234690	1/2/2025	SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION	12/5/2024	A
0001070895	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/4/2024	9333919406	115.98	4500234554	1/2/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	A
0001070896	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/4/2024	9333777499	55.60	4500233848	1/2/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/5/2024	A
0001070897	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PC	12/4/2024	9333919422	159.57	4500233860	1/2/2025	SUPPLIES	PROVIDE EQUIPMENT FOR STAFF TO PERFORM DAILY FUNCTIONS	12/5/2024	A
0001070898	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/4/2024	9333919414	47.31	4500234664	1/2/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/5/2024	A
0001070899	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/4/2024	9333919380	40.64	4500233871	1/2/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT	12/5/2024	A
0001070901	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	CDO	12/4/2024	9333919455	94.59	4500233476	1/2/2025	SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF	12/5/2024	A
0001070903	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/4/2024	9333919463	20.69	4500234695	1/2/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/5/2024	A
0001070907	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/4/2024	9334069961	305.59	4500234664	1/2/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/5/2024	A
0001070908	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWF	12/4/2024	9334069946	77.45	4500233856	1/2/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER	12/5/2024	A
0001070911	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/4/2024	9334582344	440.51	4500233218	1/2/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/5/2024	A
0001070913	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/4/2024	9334582351	541.00	4500233848	1/2/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/5/2024	A
0001070914	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PBD	12/4/2024	9334782613	740.32	4500233870	1/2/2025	SUPPLIES	EMPLOYEE PRODUCTIVITY	12/5/2024	A
0001070919	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PC	12/4/2024	9334782647	527.38	4500233860	1/2/2025	SUPPLIES	PROVIDE EQUIPMENT FOR STAFF TO PERFORM DAILY FUNCTIONS	12/5/2024	A
0001071345	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WM	12/5/2024	9335389764	1,824.03	4500233215	1/3/2025	SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS	12/6/2024	A
0001071348	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/5/2024	9335773173	155.79	4500234554	1/3/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001071352	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/5/2024	9335773207	4,476.52	4500233276	1/3/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/6/2024	A
0001071356	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/5/2024	9336190245	218.35	4500234711	1/3/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
0001071357	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/5/2024	9336275616	524.26	4500234711	1/3/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
0001071359	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTN	12/5/2024	9336190211	185.45	4500234694	1/3/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
0001071360	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/5/2024	9336275624	1,085.46	4500233848	1/3/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/6/2024	A
0001071361	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/5/2024	9336275632	17.42	4500234695	1/3/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/6/2024	A
0001071362	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/5/2024	9336275657	630.20	4500234665	1/3/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/6/2024	A
0001071363	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/5/2024	9335773264	630.20	4500234665	1/3/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/6/2024	A
0001071364	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	AA1	12/5/2024	9336275699	15.30	4500233383	1/3/2025	SUPPLIES	MAINTAIN AIRPORT OPERATIONS AND SERVICES	12/6/2024	A
0001071365	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/5/2024	9336275681	132.20	4500234711	1/3/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
0001071366	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/5/2024	9336275707	73.98	4500234711	1/3/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
0001071368	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/5/2024	9336583241	398.63	4500234711	1/3/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
0001071789	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/6/2024	9336969804	319.75	4500234554	1/4/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/7/2024	A
0001071790	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/6/2024	9336969796	484.10	4500234711	1/4/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/7/2024	A
0001071793	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/6/2024	9337565106	10,220.80	4500236088	1/4/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/7/2024	A
0001071796	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/6/2024	9338252613	153.40	4500233276	1/4/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/7/2024	A
0001071798	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/6/2024	9337565114	167.84	4500234711	1/4/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/7/2024	A
0001071801	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	EMS	12/6/2024	9338191316	1,265.50	4500234769	1/4/2025	SUPPLIES	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS.	12/7/2024	A
0001072219	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/9/2024	9340298976	243.24	4500233837	1/7/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/10/2024	A
0001072221	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/9/2024	9340293324	59.29	4500233871	1/7/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT	12/10/2024	A
0001072524	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/10/2024	9341395441	157.70	4500234664	1/8/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/11/2024	A
0001072530	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PBD	12/10/2024	9340974634	407.17	4500233870	1/8/2025	SUPPLIES	EMPLOYEE PRODUCTIVITY	12/11/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001072532	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/10/2024	9340974659	48.76	4500234554	1/8/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	A
0001072535	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WM	12/10/2024	9341147396	393.14	4500233215	1/8/2025	SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS	12/11/2024	A
0001072536	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/10/2024	9340974642	2,314.48	4500233218	1/8/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/11/2024	A
0001072538	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/10/2024	9341395417	91.34	4500234665	1/8/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/11/2024	A
0001072764	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/11/2024	9341999218	1,037.53	4500234554	1/9/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
0001072769	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/11/2024	9342337665	1,597.79	4500234554	1/9/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
0001072774	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/11/2024	9342718435	70.98	4500234711	1/9/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/12/2024	A
0001072776	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/11/2024	9342975647	671.43	4500233837	1/9/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	A
0001072779	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PBD	12/11/2024	9343137163	79.20	4500233870	1/9/2025	SUPPLIES	EMPLOYEE PRODUCTIVITY	12/12/2024	A
0001072781	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WM	12/11/2024	9343137155	253.29	4500233215	1/9/2025	SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS	12/12/2024	A
0001073073	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WM	12/12/2024	9343999828	58.10	4500233215	1/9/2025	SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS	12/12/2024	A
0001073077	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/12/2024	9344039822	982.97	4500233218	1/9/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/12/2024	A
0001073084	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/12/2024	9344396552	655.66	4500234689	1/9/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/12/2024	A
0001073086	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	12/12/2024	9344826749	659.50	4500234693	1/9/2025	SUPPLIES	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES	12/12/2024	A
0001073094	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/12/2024	9345340989	1,930.00	4500234665	1/9/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/12/2024	A
0001073416	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/13/2024	9345325675	104.20	4500233218	1/10/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/13/2024	A
0001073417	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWF	12/13/2024	9345432224	21.21	4500233856	1/10/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER	12/13/2024	A
0001073420	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/13/2024	9345644869	49.73	4500233871	1/10/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT	12/13/2024	A
0001073424	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/13/2024	9345644901	75.36	4500234711	1/10/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/13/2024	A
0001073434	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/13/2024	9346110969	186.80	4500234689	1/10/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/13/2024	A
			GRAINGER INDUSTRIAL SUPPLY Count		**125**								
			GRAINGER INDUSTRIAL SUPPLY Total				**$79,050.36**						
0001071777	FT to FT-Pending BCC Agenda#	108758	GRAY MATTER SYSTEMS LLC	IT	11/30/2024	SIN043556	30,520.00	4500231383	1/3/2025	11/1-11/30/2024- ASSET MANAGEMENT & INVENTORY SERVICES	PROVIDE STAFF ABILITY TO MORE EFFECTIVELY PERFORM DUTIES	12/6/2024	A
0001071839	FT to FT-Pending BCC Agenda#	108758	GRAY MATTER SYSTEMS LLC	OTF	11/30/2024	SIN043557	3,432.50	4500224115	1/6/2025	11/1-11/27/2024- NE WW ASSET SERVICES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE	12/9/2024	A
			GRAY MATTER SYSTEMS LLC Count		**2**								
			GRAY MATTER SYSTEMS LLC Total				**$33,952.50**						
0001066114	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WW	11/14/2024	9339785187	877.64	4500235618	12/13/2024	ELECTRICAL SUPPLIES	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/15/2024	A
0001066855	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WWF	11/18/2024	9339825033	2,135.91	4500235882	12/17/2024	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/19/2024	A
0001067587	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WTN	11/20/2024	9339861392	539.80	4500235926	12/19/2024	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/21/2024	A
0001067588	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WWF	11/20/2024	9339861396	159.72	4500235882	12/19/2024	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/21/2024	A
0001068005	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WWF	11/21/2024	9339887780	159.72	4500235882	12/20/2024	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/22/2024	A
0001070698	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WTS	10/29/2024	9339554145	21.87	4500235225	11/26/2024	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070921	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	FM	12/4/2024	9340014082	376.73	4500233314	1/2/2025	ELECTRICAL SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/5/2024	A
0001071369	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WTN	12/5/2024	9340038944	94.61	4500236229	1/3/2025	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
0001071800	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	FM	12/6/2024	9340043398	1,677.81	4500233314	1/4/2025	ELECTRICAL SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/7/2024	A
			GRAYBAR ELECTRIC COMPANY INC Count		**9**								
			GRAYBAR ELECTRIC COMPANY INC Total				**$6,043.81**						
0001071835	FT to FT-Pending BCC Agenda#	124701	GREATER NAPLES FIRE RESCUE DISTRIC	PSC	12/7/2024	2024002057	200.00	4500235482	1/6/2025	INSPECTION	TO MAINTAIN SPORTS COMPLEX OPERATIONS	12/9/2024	A
0001073995	FT to FT-Pending BCC Agenda#	124701	GREATER NAPLES FIRE RESCUE DISTRIC	PAD	12/16/2024	2024002107	80.00	4500236237	1/14/2025	ANNUAL INSPECTION	ANNUAL INSPECTION FOR CHILD CARE LICENSE RENEWAL	12/17/2024	A
			GREATER NAPLES FIRE RESCUE DISTRICT Co		**2**								
			GREATER NAPLES FIRE RESCUE DISTRICT Total				**$280.00**						
0001072632	FT to FT-Pending BCC Agenda#	115369	GRILL & FILL	WM	12/5/2024	12/05/2024	74.00	4500233284	1/10/2025	PROPANE	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/11/2024	C
0001073386	FT to FT-Pending BCC Agenda#	115369	GRILL & FILL	WW	12/12/2024	12/12/2024	111.00	4500234262	1/12/2025	PROPANE	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/13/2024	C
			GRILL & FILL Count		**2**								
			GRILL & FILL Total				**$185.00**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001069006	FT to FT-Pending BCC Agenda#	101341	GROUND ZERO LANDSCAPING SERVICES	WW	11/26/2024	6417	6,935.00	4500233502	12/24/2024	LANDSCAPING	OPERATE AND MAINTAIN WASTEWATER PUMP STATIONS	11/26/2024	A
			GROUND ZERO LANDSCAPING SERVICES Cou		**1**								
			GROUND ZERO LANDSCAPING SERVICES Total				**$6,935.00**						
0001070863	FT to FT-Pending BCC Agenda#	131787	GYMDOORS FLORIDA LLC	PCP	12/4/2024	5231	33,840.00	4500235219	1/3/2025	GYM REPAIR- NORTH COLLIER REGIONAL PARK	SUPPORT SERVICE DELIVERY	12/4/2024	C
			GYMDOORS FLORIDA LLC Count		**1**								
			GYMDOORS FLORIDA LLC Total				**$33,840.00**						
0001063327	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WWL	11/1/2024	14245759	174.47	4500234469	12/2/2024	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	11/4/2024	A
0001065879	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WWL	11/13/2024	14256449	268.55	4500234496	12/12/2024	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	11/14/2024	A
0001070718	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WTS	12/2/2024	14277305	1,620.40	4500235750	1/1/2025	LAB SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001070719	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WTS	12/2/2024	14277304	781.00	4500234357	1/1/2025	LAB SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	A
0001072664	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WWL	12/10/2024	14288279	5,730.87	4500235776	1/8/2025	LAB SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION	12/11/2024	A
0001072894	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WWL	11/1/2024	2231201	(5.37)	4500234469	12/12/2024	CREDIT MEMO	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/12/2024	A
			HACH COMPANY Count		**6**								
			HACH COMPANY Total				**$8,569.92**						
0001069285	FT to FT-Pending BCC Agenda#	128480	HANSON PROFESSIONAL SERVICES INC	Z7	11/27/2024	ARIV1010895	16,607.40	4500219363	12/25/2024	10/6-11/2/2024- PARKING LOT DRAINAGE IMMOKALEE HEALTH	PROFESSIONAL SERVICES LIBRARY CIVIL ENGINEER WORK ORDER	11/27/2024	C
			HANSON PROFESSIONAL SERVICES INC Coun		**1**								
			HANSON PROFESSIONAL SERVICES INC Total				**$16,607.40**						
0001070979	FT to FT-Pending BCC Agenda#	101394	HARN R/O SYSTEMS INC	WTS	10/23/2024	IN-3707	2,656.58	4500234817	1/4/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/5/2024	C
			HARN R/O SYSTEMS INC Count		**1**								
			HARN R/O SYSTEMS INC Total				**$2,656.58**						
0001072370	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/6/2024	INV01976509	5,408.00	4500235049	1/9/2025	FERTILIZER	TO KEEP GROUNDS SAFE AND IN CONDITION	12/10/2024	C
0001072373	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/6/2024	INV01976511	16,617.90	4500235049	1/9/2025	FERTILIZER	TO KEEP GROUNDS SAFE AND IN CONDITION	12/10/2024	C
0001072374	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/6/2024	INV01976508	611.12	4500235049	1/9/2025	FERTILIZER	TO KEEP GROUNDS SAFE AND IN CONDITION	12/10/2024	C
0001072376	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/6/2024	INV01976510	5,586.00	4500235049	1/9/2025	FERTILIZER	TO KEEP GROUNDS SAFE AND IN CONDITION	12/10/2024	C
			HARRELLS CUSTOM FERTILIZER Count		**4**								
			HARRELLS CUSTOM FERTILIZER Total				**$28,223.02**						
0001072904	FT to FT-Pending BCC Agenda#	101405	HASKINS INC	Z1	12/11/2024	2024-62	304,733.00	4500232729	1/9/2025	8/26-10/24/2024- BYPASS PUMP SET UPS	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/12/2024	A
			HASKINS INC Count		**1**								
			HASKINS INC Total				**$304,733.00**						
0001072610	FT to FT-Pending BCC Agenda#	130913	HEARST PROPERTIES INC	SW	11/24/2024	4167993-1	150.00	4500235544	1/10/2025	NOVEMBER 2024 WZVN-ADVERTISEMENTS	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION	12/11/2024	C
0001072611	FT to FT-Pending BCC Agenda#	130913	HEARST PROPERTIES INC	SW	11/24/2024	4167984-1	450.00	4500235544	1/10/2025	NOVEMBER 2024 WBBH-ADVERTISEMENTS	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION	12/11/2024	C
			HEARST PROPERTIES INC Count		**2**								
			HEARST PROPERTIES INC Total				**$600.00**						
0001068380	FT to FT-Pending BCC Agenda#	113217	HENRY SCHEIN INC	EMS	11/19/2024	27652344	1,212.80	4500234385	12/25/2024	MEDICATIONS	TO PROVIDE MEDICATIONS FOR PATIENTS.	11/25/2024	C
0001069477	FT to FT-Pending BCC Agenda#	113217	HENRY SCHEIN INC	EMS	11/25/2024	28177046	295.92	4500235995	12/31/2024	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS	12/1/2024	C
			HENRY SCHEIN INC Count		**2**								
			HENRY SCHEIN INC Total				**$1,508.72**						
0001071775	FT to FT-Pending BCC Agenda#	131067	HID GLOBAL CORPORATION	FM	12/6/2024	13400002189	1,035.00	4500233991	1/5/2025	SCANNER/SOFTWARE	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY	12/6/2024	C
			HID GLOBAL CORPORATION Count		**1**								
			HID GLOBAL CORPORATION Total				**$1,035.00**						
0001070237	FT to FT-Pending BCC Agenda#	113657	HIGHLAND PRODUCTS GROUP LLC	PCP	9/27/2024	310038391	7,159.36	4500232636	1/2/2025	GOLDEN GATE COMMUNITY PARK-TABLES/BENCHES	SUPPORT SERVICE DELIVERY	12/3/2024	C
0001070238	FT to FT-Pending BCC Agenda#	113657	HIGHLAND PRODUCTS GROUP LLC	PCP	9/27/2024	310038390	9,449.36	4500232636	1/2/2025	EAST NAPLES COMMUNITY PARK - PICNIC TABLES/BENCHES	SUPPORT SERVICE DELIVERY	12/3/2024	C
			HIGHLAND PRODUCTS GROUP LLC Count		**2**								
			HIGHLAND PRODUCTS GROUP LLC Total				**$16,608.72**						
0001072640	FT to FT-Pending BCC Agenda#	122910	HONEYWELL INTERNATIONAL INC	HO	12/11/2024	49E62998	68.00	4500234336	1/8/2025	NOVEMBER 2024 -SATELLITE TRACKING FEE	AIRCRAFT SATELLITE TRACKING SUBSCRIPTION	12/11/2024	A
			HONEYWELL INTERNATIONAL INC Count		**1**								
			HONEYWELL INTERNATIONAL INC Total				**$68.00**						
0001070226	FT to FT-Pending BCC Agenda#	105566	HOOVER PUMPING SYSTEMS CORPORAT	PAD	12/2/2024	184962	307.80	4500235332	12/31/2024	CONNER PARK BOOSTER- SITE MAINTENANCE	MAINTAIN COUNTY PROPERTY/ASSETS	12/3/2024	A
0001070804	FT to FT-Pending BCC Agenda#	105566	HOOVER PUMPING SYSTEMS CORPORAT	PAD	12/4/2024	185259	2,313.86	4500235332	1/1/2025	VINEYARDS COMMUNITY PARK- GAS STRUTS REPLACEMENT	MAINTAIN COUNTY PROPERTY/ASSETS	12/4/2024	A
0001070976	FT to FT-Pending BCC Agenda#	105566	HOOVER PUMPING SYSTEMS CORPORAT	LIB	12/4/2024	184976	816.68	4500235967	1/2/2025	HEADQUARTERS BRANCH LIBRARY - SITE MAINTENANCE	MAINTENANCE OF COUNTY PROPERTY	12/5/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001072495	FT to FT-Pending BCC Agenda#	105566	HOOVER PUMPING SYSTEMS CORPORAT	PAD	12/10/2024	184953	9,465.80	4500235332	1/7/2025	EAGLE LAKE COMMUNITY PARK- SITE MAINTENANCE	MAINTAIN COUNTY PROPERTY/ASSETS	12/10/2024	A
			HOOVER PUMPING SYSTEMS CORPORATION C		**4**								
			HOOVER PUMPING SYSTEMS CORPORATION Total				**$12,904.14**						
0001072185	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	11/6/2024	22417	98.14	4500233229	1/23/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/9/2024	C
0001072186	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	11/6/2024	22705	98.14	4500233229	1/23/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/9/2024	C
0001072187	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	11/13/2024	20997	60.00	4500233229	1/23/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/9/2024	C
0001072553	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	11/7/2024	22415	91.27	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001072555	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	11/13/2024	22419	155.85	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001072557	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	11/15/2024	22701	81.00	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001072558	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	11/22/2024	22702	187.64	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001072559	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	11/18/2024	22706	77.75	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001072563	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	12/6/2024	19452	113.14	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001072564	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	12/5/2024	20999	98.14	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001072565	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	12/5/2024	22711	98.14	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001072566	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY	DAS	12/6/2024	22712	113.14	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
			HUMANE SOCIETY OF COLLIER COUNTY IN Co		**12**								
			HUMANE SOCIETY OF COLLIER COUNTY IN Total				**$1,272.35**						
0001070699	FT to FT-Pending BCC Agenda#	101522	IDEXX LABORATORIES INC	DAS	11/30/2024	476351124	(36.66)	4500228102	1/3/2025	CREDIT MEMO	SUPPORT SERVICE DELIVERY	12/4/2024	A
0001070700	FT to FT-Pending BCC Agenda#	101522	IDEXX LABORATORIES INC	DAS	11/30/2024	112447635	536.48	4500233335	1/3/2025	VETERINARY SUPPLIES	SUPPORT SERVICE DELIVERY	12/4/2024	A
0001070701	FT to FT-Pending BCC Agenda#	101522	IDEXX LABORATORIES INC	DAS	11/25/2024	3164639375	9,068.30	4500233335	1/1/2025	VETERINARY SUPPLIES	SUPPORT SERVICE DELIVERY	12/4/2024	A
			IDEXX LABORATORIES INC Count		**3**								
			IDEXX LABORATORIES INC Total				**$9,568.12**						
0001072506	FT to FT-Pending BCC Agenda#	129683	IMPACT SPORT SURFACES INC	PAD	12/10/2024	5689	3,974.00	4500235929	1/9/2025	GYM FLOOR RECOAT- NORTH COLLIER REGIONAL PARK	SUPPORT SERVICE DELIVERY	12/10/2024	C
			IMPACT SPORT SURFACES INC Count		**1**								
			IMPACT SPORT SURFACES INC Total				**$3,974.00**						
0001069470	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WWL	11/30/2024	2783157	265.17	4500235787	12/29/2024	NOVEMBER 2024 - GAS MONITORING	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/1/2024	A
0001069471	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WWL	11/30/2024	2783158	622.39	4500227111	12/29/2024	NOVEMBER 2024 - GAS MONITORING	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/1/2024	A
0001069472	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WW	11/30/2024	2783159	554.93	4500235668	12/29/2024	NOVEMBER 2024 - GAS MONITORING	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/1/2024	A
0001069473	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WAO	11/30/2024	2783160	370.23	4500227593	12/29/2024	NOVEMBER 2024 - GAS MONITORING	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/1/2024	A
0001069474	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WAO	11/30/2024	2783161	280.21	4500227593	12/29/2024	NOVEMBER 2024 - GAS MONITORING	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/1/2024	A
0001069475	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WAO	11/30/2024	2783162	120.29	4500227593	12/29/2024	NOVEMBER 2024 - GAS MONITORING	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/1/2024	A
			INDUSTRIAL SCIENTIFIC CORPORATION Count		**6**								
			INDUSTRIAL SCIENTIFIC CORPORATION Total				**$2,213.22**						
0001070478	FT to FT-Pending BCC Agenda#	128556	IPS GROUP INC	PAD	11/30/2024	INV104702	110.00	4500234811	1/2/2025	NOVEMBER 2024 -WIRELESS METERS	SUPPORT SERVICE DELIVERY	12/3/2024	C
			IPS GROUP INC Count		**1**								
			IPS GROUP INC Total				**$110.00**						
0001071496	FT to FT-Pending BCC Agenda#	108858	IRON MOUNTAIN OFF SITE DATA	ITN	11/30/2024	202943515	1,268.31	4500235672	1/3/2025	NOVEMBER 2024- RECORD STORAGE	OFFSITE STORAGE OF BACKUP TAPES TO SAFEGUARD PUBLIC DATA	12/6/2024	A
			IRON MOUNTAIN OFF SITE DATA Count		**1**								
			IRON MOUNTAIN OFF SITE DATA Total				**$1,268.31**						
0001070208	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/2/2024	781553	11.14	4500234988	1/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/3/2024	C
0001070209	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/2/2024	781549	207.69	4500234988	1/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/3/2024	C
0001070667	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781750	92.94	4500234988	1/3/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001070668	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781747	72.73	4500234988	1/3/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001070669	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/2/2024	781692	6.96	4500234988	1/3/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001070670	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781754	233.24	4500234988	1/3/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001070671	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781767	141.06	4500234988	1/3/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001070672	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781776	65.53	4500234988	1/3/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001070673	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781889	24.91	4500234988	1/3/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001070724	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781752	65.91	4500234988	1/3/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
0001070969	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/4/2024	781965	40.91	4500234988	1/4/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	C
0001070970	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781937	25.21	4500234988	1/4/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	C
0001070971	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/4/2024	781966	51.10	4500234988	1/4/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	C
0001070972	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/4/2024	782040	34.46	4500234988	1/4/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	C
0001070973	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/4/2024	782018	27.87	4500234988	1/4/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	C
0001071302	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/5/2024	782184	95.79	4500234988	1/4/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	C
0001071303	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/5/2024	782182	216.71	4500234988	1/4/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	C
0001071399	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/5/2024	782243	302.56	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071400	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/5/2024	782187	65.60	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071401	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/5/2024	782186	60.41	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071555	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	10/30/2024	776792	65.09	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071702	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	11/19/2024	779748	17.22	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071703	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/3/2024	781748	28.35	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071704	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	11/27/2024	781158	86.83	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071705	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/5/2024	782181	31.81	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071706	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	11/26/2024	780932	11.73	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071707	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	11/26/2024	780933	11.50	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071708	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	11/25/2024	780756	9.74	4500234988	1/5/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	C
0001071824	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	9/12/2024	770699	109.80	4500234988	1/8/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/9/2024	C
0001072266	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/6/2024	782530	16.25	4500234988	1/9/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	C
0001072267	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/9/2024	782712	71.52	4500234988	1/9/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	C
0001072592	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/10/2024	782869	16.01	4500234988	1/10/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	C
0001072593	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/10/2024	782860	47.50	4500234988	1/10/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	C
0001072594	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/10/2024	782859	45.24	4500234988	1/10/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	C
0001072819	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/11/2024	783066	107.29	4500234988	1/11/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001072820	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/10/2024	783039	10.17	4500234988	1/11/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001072821	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/11/2024	783067	284.17	4500234988	1/11/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001072822	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/11/2024	783092	8.77	4500234988	1/11/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001072823	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/11/2024	783069	29.77	4500234988	1/11/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001072824	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/11/2024	783203	3.58	4500234988	1/11/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001072825	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/11/2024	783181	9.29	4500234988	1/11/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001072829	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/10/2024	782863	158.46	4500234988	1/11/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	C
0001073158	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/11/2024	783225	28.42	4500234988	1/12/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
0001073159	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/12/2024	783405	3.58	4500234988	1/12/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
0001073160	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/12/2024	783280	41.33	4500234988	1/12/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
0001073161	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/12/2024	783279	244.45	4500234988	1/12/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
0001073206	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/12/2024	783277	68.91	4500234988	1/12/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
0001073207	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/12/2024	783278	28.88	4500234988	1/12/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
			J & K AUTO PARTS Count		**48**								

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			J & K AUTO PARTS Total				**$3,438.39**						
0001068790	FT to FT-Pending BCC Agenda#	130167	J ADAMS HOLDINGS LLC	SW	11/25/2024	INV7423	3,475.00	4500235403	12/26/2024	ADVERTISING - COLLIER COUNTY SOLID & HAZARDOUS WASTE	PROVIDE EDUCATION OUTREACH TO CC COMMERCIAL AND RESIDENTIAL	11/26/2024	C
			J ADAMS HOLDINGS LLC Count		**1**								
			J ADAMS HOLDINGS LLC Total				**$3,475.00**						
0001070772	FT to FT-Pending BCC Agenda#	101617	JACK & ANN'S FEED	PAD	12/4/2024	12777	23.87	4500235289	1/3/2025	HARDWARE SUPPLIES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS	12/4/2024	C
0001070821	FT to FT-Pending BCC Agenda#	101617	JACK & ANN'S FEED	PAD	11/19/2024	12574	158.50	4500235289	1/3/2025	HARDWARE SUPPLIES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS	12/4/2024	C
0001070822	FT to FT-Pending BCC Agenda#	101617	JACK & ANN'S FEED	PAD	11/1/2024	12005	523.18	4500235289	1/3/2025	HARDWARE SUPPLIES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS	12/4/2024	C
0001070823	FT to FT-Pending BCC Agenda#	101617	JACK & ANN'S FEED	PAD	11/21/2024	12610	26.73	4500235289	1/3/2025	HARDWARE SUPPLIES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS	12/4/2024	C
			JACK & ANN'S FEED Count		**4**								
			JACK & ANN'S FEED Total				**$732.28**						
0001072636	FT to FT-Pending BCC Agenda#	E00010609	JACKIE MCLENDON	PUO	11/21/2024	10609	88.00		12/16/2024	PER DIEM - 2/02-2/04/2025	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT	12/11/2024	A
			JACKIE MCLENDON Count		**1**								
			JACKIE MCLENDON Total				**$88.00**						
0001068418	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	TP	11/20/2024	D3878200-04	2,346.00	4500232068	12/23/2024	10/1-10/25/2024 -DEVELOPER RESPONSIBILITY EVALUATIONS	CONSULTING SERVICES FOR TRANSPORTATION PLANNING	11/25/2024	A
0001068419	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	TP	11/20/2024	D3882900-03	5,914.00	4500231931	12/23/2024	10/1-10/25/2024- TRANSPORTATION PLANNING STUDIES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING	11/25/2024	A
0001071299	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	TP	12/5/2024	D3214305-07	3,868.50	4500231194	1/2/2025	11/2-11/29/2024 TRAFFIC IMPACT STUDY ASSISTANCE	CONSULTING SERVICES FOR TRANSPORTATION PLANNING	12/5/2024	A
0001071533	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	Z2	12/5/2024	D3514005-11	2,211.00	4500223770	1/3/2025	10/26-11/29/2024 - NCRWTP NANO FEED PUMP/MOTOR REPLACEMENT	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/6/2024	A
0001071535	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	Z2	12/6/2024	D3514006-16	8,990.00	4500224738	1/3/2025	10/26-11/29/2024- NCRWTP RAW WATER FEED REFURBISHMENT	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/6/2024	A
0001071924	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	Z2	12/9/2024	D3902100-02	26,941.75	4500233034	1/6/2025	11/1-11/30/2024-ADVANCE REUSE TREATMENT PILOT PROGRAM	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/9/2024	A
0001073366	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	TP	12/13/2024	D3882900-04	17,032.00	4500231931	1/10/2025	10/26-11/29/2024 -TRANSPORTATION PLANNING STUDIES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING	12/13/2024	A
0001073367	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	TP	12/13/2024	D3878200-05	5,372.00	4500232068	1/10/2025	10/26-11/29/2024 -DEVELOPER RESPONSIBILITY EVALUATIONS	CONSULTING SERVICES FOR TRANSPORTATION PLANNING	12/13/2024	A
			JACOBS ENGINEERING GROUP INC Count		**8**								
			JACOBS ENGINEERING GROUP INC Total				**$72,675.25**						
0001072635	FT to FT-Pending BCC Agenda#	E00001235	JESSE KOMORNY	PUO	11/21/2024	1235	88.00		12/16/2024	PER DIEM - 2/02-2/04/2025	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT	12/11/2024	A
			JESSE KOMORNY Count		**1**								
			JESSE KOMORNY Total				**$88.00**						
0001065338	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TA	11/14/2024	929093	136.55	4500234546	12/10/2024	LEASE/COPIES	COPIER FOR DAILY OPERATIONS	11/12/2024	A
0001065339	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TA	11/14/2024	929094	614.46	4500234667	12/10/2024	LEASE/COPIES	COPIER FOR DAILY OPERATIONS	11/12/2024	A
0001069881	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SA	11/26/2024	930729	24.84	4500234145	12/30/2024	COPIES	COPIER MAINTENANCE PURCHASED PURSUANT TO FS 29.008	12/2/2024	A
0001069884	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SA	11/26/2024	930730	104.51	4500234145	12/30/2024	COPIES	COPIER MAINTENANCE PURCHASED PURSUANT TO	12/2/2024	A
0001069985	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TP1	11/29/2024	931050	104.90	4500227130	12/30/2024	LEASE/COPIES	PROVIDE PRINTER/COPY CAPABILITIES FOR CAT STAFF	12/2/2024	A
0001069986	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	MUS	11/29/2024	931051	83.04	4500233706	12/30/2024	LEASE/COPIES	OFFICE COPIER	12/2/2024	A
0001069987	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	11/29/2024	931049	162.17	4500233632	12/30/2024	LEASE/COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/2/2024	A
0001069988	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	MUS	11/29/2024	931052	133.75	4500234099	12/30/2024	LEASE/COPIES	OFFICE COPIER	12/2/2024	A
0001069989	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PUE	11/29/2024	931054	127.46	4500234833	12/30/2024	LEASE/COPIES	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES	12/2/2024	A
0001069992	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	11/29/2024	931056	155.69	4500234845	12/30/2024	LEASE/COPIES	OFFICE COPIER	12/2/2024	A
0001069993	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	11/29/2024	931055	212.16	4500234846	12/30/2024	LEASE/COPIES	OFFICE COPIER	12/2/2024	A
0001069995	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PUO	11/29/2024	931057	134.16	4500234847	12/30/2024	LEASE/COPIES	PROVIDE INVENTORY MANAGEMENT/CONTROL FOR PUBLIC UTILITIES	12/2/2024	A
0001069996	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CCR	11/29/2024	931058	26.84	4500234829	12/30/2024	LEASE/COPIES	COPY MACHINE LEASE & COPIES FOR CCR	12/2/2024	A
0001069998	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	11/29/2024	931060	456.14	4500233632	12/30/2024	LEASE/COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/2/2024	A
0001070000	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	FLE	11/29/2024	931062	119.48	4500235729	12/30/2024	LEASE/COPIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/2/2024	A
0001070002	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	FLE	11/29/2024	931063	120.28	4500235729	12/30/2024	LEASE/COPIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/2/2024	A
0001070003	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	HO	11/29/2024	931064	130.44	4500234674	12/30/2024	LEASE/COPIES	TO FACILITATE PRINTING, COPYING, SCANNING FOR EMPLOYEES	12/2/2024	A
0001070004	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	11/29/2024	931065	196.26	4500227093	12/30/2024	LEASE/COPIES	OFFICE COPIERS	12/2/2024	A
0001070005	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TG1	11/29/2024	931066	209.53	4500234543	12/30/2024	LEASE/COPIES	COPIER/ COPIES FOR ADMINISTRATION DUTIES	12/2/2024	A
0001070007	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	MUS	11/29/2024	931068	274.88	4500234100	12/30/2024	LEASE/COPIES	OFFICE COPIER	12/2/2024	A
0001070008	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	11/29/2024	931069	19.99	4500233632	12/30/2024	LEASE/COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/2/2024	A
0001070009	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	11/29/2024	931070	80.73	4500233632	12/30/2024	LEASE/COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/2/2024	A
0001070010	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	11/29/2024	931071	107.84	4500233632	12/30/2024	LEASE/COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/2/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001070011	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	11/29/2024	931073	196.09	4500233632	12/30/2024	LEASE/COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/2/2024	A
0001070017	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TP1	11/29/2024	931078	38.32	4500227214	12/30/2024	COPIES	PROVIDE PRINTER/COPY CAPABILITIES FOR STAFF	12/2/2024	A
0001070018	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TP1	11/29/2024	931079	110.86	4500234729	12/30/2024	LEASE/COPIES	PROVIDE COPIES FOR PUBLIC MEETINGS AND STAFF	12/2/2024	A
0001070019	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TG1	11/29/2024	931080	234.76	4500234541	12/30/2024	LEASE/COPIES	COPIER/ COPIES FOR ADMINISTRATION DUTIES	12/2/2024	A
0001070020	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	RM	11/29/2024	931081	225.81	4500234547	12/30/2024	LEASE/COPIES	OFFICE DAILY PRINTING AND COPY NEEDS	12/2/2024	A
0001070021	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	RM	11/29/2024	931082	346.56	4500234547	12/30/2024	LEASE/COPIES	OFFICE DAILY PRINTING AND COPY NEEDS	12/2/2024	A
0001070022	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TG1	11/29/2024	931083	121.84	4500234544	12/30/2024	LEASE/COPIES	COPIER/ COPIES FOR ADMINISTRATION DUTIES	12/2/2024	A
0001070023	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	11/29/2024	931084	227.49	4500233632	12/30/2024	LEASE/COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/2/2024	A
0001070024	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CM	11/29/2024	931086	109.14	4500233806	12/30/2024	LEASE/COPIES	MAINTAIN INTERNAL CONTROL COPY OPERATIONS & SERVICES	12/2/2024	A
0001070025	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	11/29/2024	931087	98.95	4500235435	12/30/2024	LEASE/COPIES	SUPPORT SERVICE DELIVERY	12/2/2024	A
0001070026	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PUO	11/29/2024	931088	798.99	4500234303	12/30/2024	LEASE/COPIES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS	12/2/2024	A
0001070028	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TP1	11/29/2024	931089	196.72	4500233495	12/30/2024	LEASE/COPIES	PROVIDE PRINTER/COPY CAPABILITIES FOR STAFF	12/2/2024	A
0001070029	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SS	11/29/2024	931090	289.45	4500234977	12/30/2024	LEASE/COPIES	OFFICE COPIER	12/2/2024	A
0001070030	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SS	11/29/2024	931091	388.22	4500234977	12/30/2024	LEASE/COPIES	OFFICE COPIER	12/2/2024	A
0001070031	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SS	11/29/2024	931092	359.31	4500234977	12/30/2024	LEASE/COPIES	OFFICE COPIER	12/2/2024	A
0001070032	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TO2	11/29/2024	931094	272.84	4500228630	12/30/2024	LEASE/COPIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/2/2024	A
0001070033	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	11/29/2024	931093	377.92	4500234686	12/30/2024	LEASE	OFFICE COPIER	12/2/2024	A
0001070034	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	IT	11/29/2024	931146	110.06	4500233213	12/30/2024	LEASE/COPIES	PRODUCE COPIES OF DOCUMENTS FOR STAFF AND PUBLIC MEETINGS	12/2/2024	A
0001070035	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	AA1	11/29/2024	931155	26.39	4500233234	12/30/2024	LEASE	OFFICE EQUIPMENT MAINTENANCE NEEDED FOR DAILY OPERATION	12/2/2024	A
0001070037	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	11/29/2024	931141	121.95	4500234931	12/30/2024	LEASE/COPIES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/2/2024	A
0001070038	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	AA1	11/29/2024	931217	0.18	4500227236	12/30/2024	COPIES	OFFICE EQUIPMENT MAINTENANCE NEEDED FOR DAILY OPERATION	12/2/2024	A
0001070039	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	11/29/2024	931218	3.03	4500233632	12/30/2024	COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/2/2024	A
0001071211	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CM	12/6/2024	931516	98.78	4500234490	1/2/2025	COPIES	MAINTAIN CMO COPY OPERATIONS & SERVICES	12/5/2024	A
0001071212	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WTS	12/6/2024	931533	2.85	4500234782	1/2/2025	COPIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/5/2024	A
0001071214	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WTS	12/6/2024	931534	5.70	4500234782	1/2/2025	COPIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/5/2024	A
0001072638	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	10/12/2024	932457	45.10	4500234931	1/8/2025	COPIES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/11/2024	A
0001072675	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/12/2024	932471	32.51	4500234781	1/8/2025	COPIES	SUPPORT SERVICE DELIVERY	12/11/2024	A
0001072676	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	12/12/2024	932372	26.06	4500233632	1/8/2025	COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/11/2024	A
0001072678	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WWL	12/12/2024	932358	49.81	4500235151	1/8/2025	COPIES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS	12/11/2024	A
0001072679	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WWL	12/12/2024	932357	92.40	4500234668	1/8/2025	COPIES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS	12/11/2024	A
0001072680	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WW	12/12/2024	932356	54.37	4500234972	1/8/2025	COPIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/11/2024	A
0001072681	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/12/2024	932355	2.37	4500234675	1/8/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/11/2024	A
0001072682	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SW	12/12/2024	932354	26.28	4500235577	1/8/2025	COPIES	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL ENVIRONMENTAL	12/11/2024	A
0001072966	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	HR	12/16/2024	932810	96.79	4500234843	1/9/2025	MONTHLY BASED AMOUNT	PURCHASE OF MONTHLY LEASE CHARGES FOR COPY MACHINE	12/12/2024	A
0001072967	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/16/2024	932806	171.07	4500227345	1/9/2025	LEASE/COPIES	OFFICE COPIER	12/12/2024	A
0001072968	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	12/16/2024	932809	100.74	4500234931	1/9/2025	LEASE/COPIES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/12/2024	A
0001072969	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	BM	12/16/2024	932808	164.11	4500234828	1/9/2025	LEASE/COPIES	CFMS SUITE 103 COPIER LEASE & COPIES FOR DAILY OPERATIONS	12/12/2024	A
0001072970	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	IT	12/16/2024	932807	115.23	4500233213	1/9/2025	LEASE/COPIES	PRODUCE COPIES OF DOCUMENTS FOR STAFF AND PUBLIC MEETINGS	12/12/2024	A
0001072973	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	MUS	12/16/2024	932812	181.21	4500227258	1/9/2025	LEASE/COPIES	COPIER LEASE AND REPAIR AGREEMENT	12/12/2024	A
0001072974	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	HR	12/16/2024	932811	173.35	4500234841	1/9/2025	COPIES	COPY CHARGES FOR DAILY OPERATIONS	12/12/2024	A
0001072975	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	ICR	12/16/2024	932813	375.05	4500227156	1/9/2025	LEASE/COPIES	PRINTING AND COPYING COSTS	12/12/2024	A
0001072976	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	RM	12/16/2024	932815	393.21	4500234547	1/9/2025	LEASE/COPIES	OFFICE DAILY PRINTING AND COPY NEEDS	12/12/2024	A
0001072978	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TEC	12/16/2024	932816	246.42	4500234523	1/9/2025	LEASE/COPIES	COPIER NEEDED FOR DAILY OPERATIONS OF OFFICE	12/12/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001072981	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/16/2024	932818	565.93	4500234686	1/9/2025	LEASE/COPIES	OFFICE COPIER	12/12/2024	A
0001072982	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	HR	12/16/2024	932819	79.31	4500234841	1/9/2025	COPIES	COPY CHARGES FOR DAILY OPERATIONS	12/12/2024	A
0001072983	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	FM	12/16/2024	932820	107.88	4500234831	1/9/2025	LEASE/COPIES	OFFICE EQUIPMENT FOR STAFF DAILY USE	12/12/2024	A
0001072984	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	FM	12/16/2024	932821	174.14	4500227480	1/9/2025	LEASE/COPIES	OFFICE EQUIPMENT FOR STAFF DAILY USE	12/12/2024	A
0001072985	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	VS	12/16/2024	932822	141.95	4500234669	1/9/2025	LEASE/COPIES	SUPPORTING AGENCY REORGANIZATION	12/12/2024	A
0001072988	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/16/2024	932824	193.41	4500234128	1/9/2025	LEASE/COPIES	OFFICE COPIER	12/12/2024	A
0001072989	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SW	12/16/2024	932825	155.76	4500235571	1/9/2025	LEASE/COPIES	PROVIDE EQUIPMENT FOR EMPLOYEES TO PERFORM DAILY OPERATIONS	12/12/2024	A
0001072991	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/16/2024	932842	188.10	4500234976	1/9/2025	LEASE/COPIES	SUPPORT SERVICE DELIVERY	12/12/2024	A
0001073014	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	12/12/2024	933003	168.73	4500234931	1/9/2025	COPIES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/12/2024	A
0001073015	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	12/12/2024	933013	129.94	4500234931	1/9/2025	LEASE	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/12/2024	A
0001073016	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	12/12/2024	933014	129.94	4500234931	1/9/2025	LEASE	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/12/2024	A
			JM TODD COMPANY Count		**77**								
			JM TODD COMPANY Total				**$12,879.48**						
0001066740	FT to FT-Pending BCC Agenda#	110221	JOHN MADER ENTERPRISES INC	WTS	11/15/2024	64432	3,961.04	4500233120	12/18/2024	SOUTH WATER PLANT	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP	11/18/2024	C
0001070070	FT to FT-Pending BCC Agenda#	110221	JOHN MADER ENTERPRISES INC	WWL	11/25/2024	64466	13,597.56	4500235936	1/1/2025	NCWRF	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/2/2024	C
			JOHN MADER ENTERPRISES INC Count		**2**								
			JOHN MADER ENTERPRISES INC Total				**$17,558.60**						
0001072288	FT to FT-Pending BCC Agenda#	E00018463	JOHN MELLEKY	TD	12/9/2024	18463	101.97		12/15/2024	MILEAGE 11/02-11/21/2024	TRAVEL REIMBURSEMENT	12/10/2024	A
			JOHN MELLEKY Count		**1**								
			JOHN MELLEKY Total				**$101.97**						
0001068220	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	PUE	11/22/2024	13/20203066-037	5,807.40	4500225427	12/20/2024	10/16-11/10/2024 -UTILITY PLANNING SUPPORT SERVICES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE	11/22/2024	P
0001068223	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	CDA	11/22/2024	1/20203067-048	19,229.00	4500233520	12/20/2024	10/4-11/10/2024- PETITION AND LDC AMENDMENT REVIEW	PROVIDE PROFESSIONAL PLANNING SERVICES TO GMD - ZONING DIV	11/22/2024	P
0001068625	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z2	11/25/2024	11/20203067-041	17,268.78	4500228028	12/23/2024	10/1-11/10/2024- CATTS STREET SIDEWALK & UTILITY IMPROVEMENT	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE	11/25/2024	P
0001068701	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	TP1	11/25/2024	7/20203071-002	201.00	4500224842	12/23/2024	10/30-11/10/2024 MARCO ISLAND BUS STOP #447 IMPROVEMENTS	PROVIDE BUS STOPS TO COLLIER AREA TRANSIT PASSENGERS	11/25/2024	P
0001069017	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	STO	11/26/2024	1/20203067-049	2,268.50	4500235647	12/24/2024	11/12-11/17/2024- AUTOMATION WATER LEVEL MONITORING	NEEDED TO DETERMINE INSTALLATION NEEDS OF STO INFRASTRUCTURE	11/26/2024	P
0001069132	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	CDA	10/4/2024	11/20203067-038R	18,327.00	4500235978	12/25/2024	8/12-9/27/2024 -PETITION & LDC AMENDMENT REVIEW	PROVIDE PROFESSIONAL PLANNING SERVICES TO GMD - ZONING DIV	11/27/2024	P
0001072663	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/11/2024	38/20203066-018	402.00	4500211457	1/8/2025	11/4-12/1/2024- WASTEWATER PUMP STATION TECHNICAL SUPPORT	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/11/2024	P
0001072701	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/11/2024	9/20203066-040	4,406.00	4500230145	1/8/2025	11/4-12/1/2024 -TELOG PRESSURE RECORDER PROGRAM	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/11/2024	P
0001072707	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/11/2024	7/20203066-041	4,716.50	4500231324	1/8/2025	11/4-12/1/2024 - MPS 104 BYPASS PUMP IMPROVEMENT DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/11/2024	P
0001072710	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/11/2024	2/20203067-045	6,120.30	4500233110	1/8/2025	11/4-12/1/2024 PUMP STATION 305.13 REHABILITATION	TO MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/11/2024	P
0001072712	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/11/2024	8/20203067-044	8,125.09	4500230674	1/8/2025	11/4-12/1/2024- FDOT I75/PINE RIDGE ROAD UTILITY RELOCATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/11/2024	P
0001072714	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/11/2024	2/20203067-046	6,120.30	4500233112	1/8/2025	11/4-12/1/2024- PUMP STATION 305.15 REHABILITATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/11/2024	P
			JOHNSON ENGINEERING LLC Count		**12**								
			JOHNSON ENGINEERING LLC Total				**$92,991.87**						
0001071455	FT to FT-Pending BCC Agenda#	E00012084	JONATHAN CAMPS	EMS	11/20/2024	12084	172.00		12/11/2024	PER DIEM 11/17-11/19/2024	PROVIDE STAFF REQUIRED PER DIEM	12/6/2024	A
			JONATHAN CAMPS Count		**1**								
			JONATHAN CAMPS Total				**$172.00**						
0001072639	FT to FT-Pending BCC Agenda#	E00015528	KARI HODGSON	PUO	11/7/2024	15528	20.00		12/16/2024	PER DIEM 11/15/2024	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT	12/11/2024	A
			KARI HODGSON Count		**1**								
			KARI HODGSON Total				**$20.00**						
0001068219	FT to FT-Pending BCC Agenda#	E00021677	KEAGAN GIBLIN	PUO	11/7/2024	PER DIEM	20.00		11/27/2024	PER DIEM 11/15/2024	EMPLOYEE CONTINUING EDUCATION	11/22/2024	A
			KEAGAN GIBLIN Count		**1**								
			KEAGAN GIBLIN Total				**$20.00**						
0001065674	FT to FT-Pending BCC Agenda#	101731	KELLY BROTHERS INC	STO	11/13/2024	3/50240.2 F	11,305.99	4500229815	12/18/2024	03/07/2024 - 6TH ST W. STORMWATER SEAWALL REPAIRS	HEALTH AND SAFETY	11/13/2024	A
			KELLY BROTHERS INC Count		**1**								
			KELLY BROTHERS INC Total				**$11,305.99**						
0001068812	FT to FT-Pending BCC Agenda#	101751	KIMLEY HORN & ASSOCIATES INC	STO	10/31/2024	30073320	55,859.00	4500215976	12/24/2024	THROUGH 10/31/2024 -STAFF- COLLIER DRAINAGE PM	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS	11/26/2024	A
			KIMLEY HORN & ASSOCIATES INC Count		**1**								
			KIMLEY HORN & ASSOCIATES INC Total				**$55,859.00**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001069756	FT to FT-Pending BCC Agenda#	130854	LA APIARIES LLC	WM	11/30/2024	2933	2,000.00	4500235655	12/30/2024	BEE REMOVAL	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/2/2024	A
			LA APIARIES LLC Count		**1**								
			LA APIARIES LLC Total				**$2,000.00**						
0001067393	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	11/20/2024	3682072	73.65	4500233696	12/20/2024	EMS SUPPLIES	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS	11/20/2024	C
0001067394	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	11/20/2024	3682090	2,904.36	4500233696	12/20/2024	EMS SUPPLIES	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS	11/20/2024	C
0001069174	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	11/27/2024	3688842	78.65	4500233696	12/27/2024	EMS SUPPLIES	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS	11/27/2024	C
0001070247	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	12/3/2024	3693186	1,840.94	4500233696	1/2/2025	EMS SUPPLIES	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS	12/3/2024	C
0001070340	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	12/3/2024	3693207	1,097.97	4500233696	1/2/2025	EMS SUPPLIES	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS	12/3/2024	C
0001070341	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	12/3/2024	3693202	1,195.92	4500233696	1/2/2025	EMS SUPPLIES	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS	12/3/2024	C
			LEESAR INC Count		**6**								
			LEESAR INC Total				**$7,191.49**						
0001070754	FT to FT-Pending BCC Agenda#	103706	LEXIS NEXIS	CA	11/30/2024	3095462680	994.35	4500234820	1/3/2025	NOVEMBER 2024 SUBSCRIPTION	PROVIDE MISCELLANEOUS PUBLICATIONS/RESEARCH CAPABILITIES	12/4/2024	C
			LEXIS NEXIS Count		**1**								
			LEXIS NEXIS Total				**$994.35**						
0001071826	FT to FT-Pending BCC Agenda#	128043	LEXISNEXIS RISK SOLUTIONS FL INC	SS	11/30/2024	1100063039	300.02	4500234880	1/8/2025	NOVEMBER 2024 USERS	SUPPORT SERVICE DELIVERY	12/9/2024	C
			LEXISNEXIS RISK SOLUTIONS FL INC Count		**1**								
			LEXISNEXIS RISK SOLUTIONS FL INC Total				**$300.02**						
0001071446	FT to FT-Pending BCC Agenda#	131677	LIST INDUSTRIES INC	CBO	12/4/2024	IDFB00003507 REV	48,700.00	4500232915	1/5/2025	LOCKERS	LOCKERS FOR PARADISE SPORTS COMPLEX	12/6/2024	C
			LIST INDUSTRIES INC Count		**1**								
			LIST INDUSTRIES INC Total				**$48,700.00**						
0001066807	FT to FT-Pending BCC Agenda#	131465	LJA ENGINEERING, INC	Z4	11/18/2024	202439308	2,721.20	4500231736	12/16/2024	9/28-11/1/2024- CAXAMBAS BOAT RAMP FUEL TANK	TO MAINTAIN AND OPERATE COUNTY FACILITIES-CAXAMBAS BOAT RAMP	11/18/2024	A
0001066825	FT to FT-Pending BCC Agenda#	131465	LJA ENGINEERING, INC	ICR	11/14/2024	202441217	481.25	4500231715	12/16/2024	9/28-11/1/2024 IMMOKALEE SIDEWALKS PHASE 3	ENGINEERING SERVICES FOR IMM SIDEWALK PHASE III	11/18/2024	A
0001071292	FT to FT-Pending BCC Agenda#	131445	LJA ENGINEERING, INC	SS	11/18/2024	202443441	12,941.25	4500233975	1/2/2025	3/1-11/1/2024 - IMMOKALEE PIONEER MUSEUM AT ROBERT'S RANCH	MAINTAIN COMPLIANCE WITH GRANT REGULATIONS	12/5/2024	A
0001073376	FT to FT-Pending BCC Agenda#	131465	LJA ENGINEERING, INC	ICR	12/4/2024	202443948	175.00	4500231715	1/10/2025	11/2-11/29/2024- IMMOKALEE SIDEWALKS-PHASE 3	ENGINEERING SERVICES FOR IMM SIDEWALK PHASE III	12/13/2024	A
			LJA ENGINEERING, INC Count		**4**								
			LJA ENGINEERING, INC Total				**$16,318.70**						
0001070658	FT to FT-Pending BCC Agenda#	131526	LOCAL ELEVATOR INSPECTION LLC	FM	12/3/2024	1244	9,000.00	4500231891	1/3/2025	ELEVATOR TEST	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY	12/4/2024	C
			LOCAL ELEVATOR INSPECTION LLC Count		**1**								
			LOCAL ELEVATOR INSPECTION LLC Total				**$9,000.00**						
0001072910	FT to FT-Pending BCC Agenda#	130605	LOWES HOME IMPROVEMENT WAREHSE	WT	11/18/2024	80711	565.76	4500233974	1/11/2025	SUPPLIES	PROVIDE REPAIR SUPPLIES FOR WATER DISTRIBUTION	12/12/2024	C
0001072911	FT to FT-Pending BCC Agenda#	130605	LOWES HOME IMPROVEMENT WAREHSE	WT	10/18/2024	92343	768.96	4500234239	1/11/2025	SUPPLIES	PROVIDE REPAIR SUPPLIES FOR WATER DISTRIBUTION	12/12/2024	C
0001072919	FT to FT-Pending BCC Agenda#	130605	LOWES HOME IMPROVEMENT WAREHSE	WTN	10/29/2024	247213302	1,321.79	4500234298	1/11/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/12/2024	C
			LOWES HOME IMPROVEMENT WAREHSE Coun		**3**								
			LOWES HOME IMPROVEMENT WAREHSE Total				**$2,656.51**						
0001070473	FT to FT-Pending BCC Agenda#	E00006375	LUCUS CEDENO	FLE	12/3/2024	6375	186.25		12/8/2024	REIMBURSEMENT-CDL HAZMAT FEES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT	12/3/2024	A
			LUCUS CEDENO Count		**1**								
			LUCUS CEDENO Total				**$186.25**						
0001073195	FT to FT-Pending BCC Agenda#	E00016514	LUIS TREJO	FM	12/13/2024	16514	144.72		12/18/2024	MILEAGE 11/12-11/19/2024	MILEAGE REIMBURSEMENT	12/13/2024	A
			LUIS TREJO Count		**1**								
			LUIS TREJO Total				**$144.72**						
0001069599	FT to FT-Pending BCC Agenda#	101881	LYKINS SIGNTEK & DEVELOPMENT	PBD	11/25/2024	207791	2,310.00	4500232527	1/1/2025	INSTALL SIGN- PELICAN BAY	PUBLIC SAFETY	12/2/2024	C
			LYKINS SIGNTEK & DEVELOPMENT Count		**1**								
			LYKINS SIGNTEK & DEVELOPMENT Total				**$2,310.00**						
0001070223	FT to FT-Pending BCC Agenda#	101901	MAIL STATION COURIER	WWL	11/23/2024	43439	899.00	4500234721	12/31/2024	10/28-11/22/2024 COURIER SERVICE	PROVIDE COURIER SERVICES TO SUPPORT WW DAILY OPERATIONS	12/3/2024	A
			MAIL STATION COURIER Count		**1**								
			MAIL STATION COURIER Total				**$899.00**						
0001070746	FT to FT-Pending BCC Agenda#	E00019963	MANDY MOJICA	HS	12/2/2024	19963	110.00		12/9/2024	PER DIEM 8/25-8/28/2024	FURTHERING EDUCATION ON PROGRAM REQUIREMENTS	12/4/2024	A
			MANDY MOJICA Count		**1**								
			MANDY MOJICA Total				**$110.00**						
0001070665	FT to FT-Pending BCC Agenda#	130068	MASCAP DEALIER HOLDINGS LLC	FLE	12/3/2024	P78613	4,594.00	4500235922	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	C
			MASCAP DEALIER HOLDINGS LLC Count		**1**								
			MASCAP DEALIER HOLDINGS LLC Total				**$4,594.00**						
0001070305	FT to FT-Pending BCC Agenda#	E00018232	MATTHEW ETZEL	LIB	11/27/2024	18232	21.23		12/8/2024	MILEAGE 11/07-11/19/2024	TO MAINTAIN LIBRARY OPERATIONS	12/3/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			MATTHEW ETZEL Count		**1**								
			MATTHEW ETZEL Total				**$21.23**						
0001070168	FT to FT-Pending BCC Agenda#	101982	MCMASTER CARR SUPPLY COMPANY	WTS	11/27/2024	37131006	447.88	4500236050	12/31/2024	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/3/2024	A
			MCMASTER CARR SUPPLY COMPANY Count		**1**								
			MCMASTER CARR SUPPLY COMPANY Total				**$447.88**						
0001070313	FT to FT-Pending BCC Agenda#	110073	MENZI USA SALES INC	FLE	12/3/2024	42247	269.92	4500235470	12/31/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/3/2024	A
			MENZI USA SALES INC Count		**1**								
			MENZI USA SALES INC Total				**$269.92**						
0001070183	FT to FT-Pending BCC Agenda#	128220	MESSAGEMEDIA USA INC	CCR	11/30/2024	INV04752152	99.00	4500235192	1/2/2025	MESSAGING SERVICES	ENSURE PUBLIC AND STAFF ARE WELL INFORMED DURING EMERGENCIES	12/3/2024	C
			MESSAGEMEDIA USA INC Count		**1**								
			MESSAGEMEDIA USA INC Total				**$99.00**						
0001071164	FT to FT-Pending BCC Agenda#	102004	METRO ICE INC	WW	11/27/2024	9954558701	141.80	4500234601	1/4/2025	BAGGED ICE	PROVIDE ICE TO WASTEWATER STAFF THAT WORK OUTDOORS	12/5/2024	C
			METRO ICE INC Count		**1**								
			METRO ICE INC Total				**$141.80**						
0001070335	FT to FT-Pending BCC Agenda#	126273	METTAUER ENVIRONMENTAL INC	TP1	12/3/2024	3469	575.00	4500233643	12/31/2024	DECEMBER 24 MAINTENANCE	PROVIDE LAKE MAINTENANCE TO THE FOREST LAKES MSTU	12/3/2024	A
			METTAUER ENVIRONMENTAL INC Count		**1**								
			METTAUER ENVIRONMENTAL INC Total				**$575.00**						
0001069084	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	11/26/2024	506395474	643.04	4500235302	12/25/2024	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	11/27/2024	A
0001069085	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	11/26/2024	506395475	881.54	4500235302	12/25/2024	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	11/27/2024	A
0001069086	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	11/26/2024	506395476	539.76	4500235302	12/25/2024	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	11/27/2024	A
0001070922	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/4/2024	506430374	620.70	4500235302	1/2/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/5/2024	A
0001070923	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/4/2024	506430376	750.38	4500235302	1/2/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/5/2024	A
0001070924	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/4/2024	506430377	485.48	4500235302	1/2/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/5/2024	A
			MIDWEST TAPE EXCHANGE Count		**6**								
			MIDWEST TAPE EXCHANGE Total				**$3,920.90**						
0001073664	FT to FT-Pending BCC Agenda#	119941	MINAMI DOJO INC	PAD	12/16/2024	11/6-12/9/24	130.00	4500234929	12/16/2024	11/6-12/9/2024 -KARATE INSTRUCTOR EAGLES LAKE PARK	CONTRACTUAL SERVICE FOR PROGRAMS AND OR EVENTS	12/16/2024	A
			MINAMI DOJO INC Count		**1**								
			MINAMI DOJO INC Total				**$130.00**						
0001070745	FT to FT-Pending BCC Agenda#	131833	MINIOPOLIS LLC	Z6	12/4/2024	IN-10037	49,332.00	4500235999	1/3/2025	DAS BUILDING INSULATION	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY	12/4/2024	C
			MINIOPOLIS LLC Count		**1**								
			MINIOPOLIS LLC Total				**$49,332.00**						
0001072999	FT to FT-Pending BCC Agenda#	131532	MISSION CRITICAL PARTNERS LLC	EMR	12/11/2024	23428	466.23	4500236084	1/11/2025	11/25-11/30/2024 RADIO ASSESSMENT	OPERATIONS OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM	12/12/2024	C
0001073001	FT to FT-Pending BCC Agenda#	131532	MISSION CRITICAL PARTNERS LLC	EMR	12/11/2024	23429	404.46	4500236083	1/11/2025	11/25-11/30/2024 REPEATER UPGRADE	OPERATIONS OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM	12/12/2024	C
			MISSION CRITICAL PARTNERS LLC Count		**2**								
			MISSION CRITICAL PARTNERS LLC Total				**$870.69**						
0001067208	FT to FT-Pending BCC Agenda#	130696	MODEL 1 COMMERCIAL VEHICLES INC	FLE	11/19/2024	XA121003085:01	61.42	4500235908	12/20/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/20/2024	C
0001067209	FT to FT-Pending BCC Agenda#	130696	MODEL 1 COMMERCIAL VEHICLES INC	FLE	11/18/2024	XA116002083:01	922.46	4500235908	12/20/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/20/2024	C
0001068017	FT to FT-Pending BCC Agenda#	130696	MODEL 1 COMMERCIAL VEHICLES INC	FLE	11/20/2024	XA128025049:01	705.32	4500235908	12/22/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/22/2024	C
0001068785	FT to FT-Pending BCC Agenda#	130696	MODEL 1 COMMERCIAL VEHICLES INC	FLE	11/25/2024	XA128025049:02	199.68	4500235908	12/26/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/26/2024	C
0001069436	FT to FT-Pending BCC Agenda#	130696	MODEL 1 COMMERCIAL VEHICLES INC	FLE	11/27/2024	XA116002178:01	837.91	4500235908	12/31/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/1/2024	C
0001072577	FT to FT-Pending BCC Agenda#	130696	MODEL 1 COMMERCIAL VEHICLES INC	FLE	12/10/2024	XA121003092:01	312.74	4500235908	1/10/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	C
			MODEL 1 COMMERCIAL VEHICLES INC Count		**6**								
			MODEL 1 COMMERCIAL VEHICLES INC Total				**$3,039.53**						
0001068047	FT to FT-Pending BCC Agenda#	129976	MOHAWK LIFTS LLC	FLE	11/21/2024	67256	8,914.76	4500232866	12/22/2024	HD JACK STAND	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/22/2024	C
			MOHAWK LIFTS LLC Count		**1**								
			MOHAWK LIFTS LLC Total				**$8,914.76**						
0001068839	FT to FT-Pending BCC Agenda#	E00015649	MOLLY SHEPARD	EMS	11/12/2024	REIMBURSEMENT	536.00		12/1/2024	PER DIEM 10/27-11/07/2024	PROVIDE STAFF REQUIRED PER DIEM	11/26/2024	A
			MOLLY SHEPARD Count		**1**								
			MOLLY SHEPARD Total				**$536.00**						
0001068473	FT to FT-Pending BCC Agenda#	110680	MOTOROLA SOLUTIONS INC	EMS	11/11/2024	8282020181	32,996.60	4500232919	12/25/2024	RADIOS BC VEHICLES	RESPONSE TO EMERGENCY INCIDENTS	11/25/2024	C
			MOTOROLA SOLUTIONS INC Count		**1**								
			MOTOROLA SOLUTIONS INC Total				**$32,996.60**						
0001070828	FT to FT-Pending BCC Agenda#	119979	MUNCIE TRANSIT SUPPLY	FLE	9/11/2024	3716002	78.80	4500234195	1/1/2025	BUS PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070829	FT to FT-Pending BCC Agenda#	119979	MUNCIE TRANSIT SUPPLY	FLE	9/27/2024	3724127	350.00	4500234195	1/1/2025	BUS PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001070830	FT to FT-Pending BCC Agenda#	119979	MUNCIE TRANSIT SUPPLY	FLE	10/17/2024	3733904	862.80	4500234195	1/1/2025	BUS PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070831	FT to FT-Pending BCC Agenda#	119979	MUNCIE TRANSIT SUPPLY	FLE	10/29/2024	3739882	700.00	4500234195	1/1/2025	BUS PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
			MUNCIE TRANSIT SUPPLY Count		**4**								
			MUNCIE TRANSIT SUPPLY Total				**$1,991.60**						
0001070433	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	SW	11/30/2024	7190	14.95	4500234063	12/31/2024	32 GAL MEDICAL WASTE CONTAINER	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/3/2024	A
0001070435	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	SW	11/30/2024	7189	14.95	4500234063	12/31/2024	32 GAL MEDICAL WASTE CONTAINER	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/3/2024	A
0001070437	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	SW	11/30/2024	7188	204.40	4500234063	12/31/2024	32 GAL MEDICAL WASTE CONTAINER	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/3/2024	A
0001070439	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	SW	11/30/2024	7185	243.94	4500234063	12/31/2024	32 GAL MEDICAL WASTE CONTAINER	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/3/2024	A
0001070441	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	SW	11/30/2024	7186	29.90	4500234063	12/31/2024	32 GAL MEDICAL WASTE CONTAINER	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/3/2024	A
0001070442	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	PAD	11/30/2024	7204	29.90	4500235122	12/31/2024	32 GAL MEDICAL WASTE CONTAINER	REMOVAL OF HAZARDOUS WASTE SAFELY FROM PARK	12/3/2024	A
0001070463	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	PC	11/30/2024	7182	175.00	4500234276	12/31/2024	38 GAL MEDICAL WASTE CONTAINER	BIO HAZARD WASTE DISPOSAL PUBLIC SAFETY	12/3/2024	A
0001070469	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	PAD	11/30/2024	7154	14.95	4500235123	12/31/2024	32 GAL MEDICAL WASTE CONTAINER	REMOVAL OF HAZARDOUS WASTE SAFELY FROM PARK	12/3/2024	A
0001070691	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	PAD	11/30/2024	7291	14.95	4500235123	1/1/2025	32 GAL MEDICAL WASTE CONTAINER	REMOVAL OF HAZARDOUS WASTE SAFELY FROM PARK	12/4/2024	A
			MWASTE INC Count		**9**								
			MWASTE INC Total				**$742.94**						
0001072379	FT to FT-Pending BCC Agenda#	124238	MWI VETERINARY SUPPLY CO	DAS	12/9/2024	58244673	680.00	4500233277	1/9/2025	ANIMAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES	12/10/2024	C
			MWI VETERINARY SUPPLY CO Count		**1**								
			MWI VETERINARY SUPPLY CO Total				**$680.00**						
0001071666	FT to FT-Pending BCC Agenda#	102114	NAPLES ARMATURE WORKS	WTN	12/6/2024	59977	83.49	4500235850	1/5/2025	V BELTS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	C
			NAPLES ARMATURE WORKS Count		**1**								
			NAPLES ARMATURE WORKS Total				**$83.49**						
0001072478	FT to FT-Pending BCC Agenda#	111253	NAPLES ELECTRIC MOTOR WORKS INC	TG1	12/10/2024	27757	2,525.00	4500235867	1/7/2025	PUMP MAINTENANCE, LABOR & PARTS	TO REPAIR THE IRRIGATION PUMP MOTOR OF LANDSCAPE OFF DAVIS	12/10/2024	A
			NAPLES ELECTRIC MOTOR WORKS INC Count		**1**								
			NAPLES ELECTRIC MOTOR WORKS INC Total				**$2,525.00**						
0001073890	FT to FT-Pending BCC Agenda#	102142	NAPLES LUMBER & SUPPLY	WT	12/9/2024	2412-155886	464.40	4500234337	1/16/2025	LUMBER SUPPLIES	PROVIDE BUILDING SUPPLIES FOR WATER	12/17/2024	C
			NAPLES LUMBER & SUPPLY Count		**1**								
			NAPLES LUMBER & SUPPLY Total				**$464.40**						
0001070716	FT to FT-Pending BCC Agenda#	E00012887	NATANAEL ROBLES	FLE	12/4/2024	12887	146.00		12/9/2024	REIMBURSEMENT-ASE TEST G1 & T8		12/4/2024	A
			NATANAEL ROBLES Count		**1**								
			NATANAEL ROBLES Total				**$146.00**						
0001071525	FT to FT-Pending BCC Agenda#	130958	NEELD PAPER & SUPPLIES	WTS	12/5/2024	276189	1,100.52	4500235730	1/5/2025	15 GALLON DRUM	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	C
			NEELD PAPER & SUPPLIES Count		**1**								
			NEELD PAPER & SUPPLIES Total				**$1,100.52**						
0001071698	FT to FT-Pending BCC Agenda#	122352	NI GOVERNMENT SERVICES INC	EM	12/6/2024	24112912141	681.77	4500234642	1/3/2025	11/01-11/30/2024 TRAFFIC PERIOD	PUBLIC SAFETY - COMMUNICATIONS	12/6/2024	A
			NI GOVERNMENT SERVICES INC Count		**1**								
			NI GOVERNMENT SERVICES INC Total				**$681.77**						
0001070755	FT to FT-Pending BCC Agenda#	111217	PATTERSON VETERINARY SUPPLY INC	DAS	12/4/2024	3034201474	165.30	4500233477	1/3/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/4/2024	A
0001070801	FT to FT-Pending BCC Agenda#	111217	PATTERSON VETERINARY SUPPLY INC	DAS	12/4/2024	3034204880	587.59	4500233477	1/1/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/4/2024	A
0001070862	FT to FT-Pending BCC Agenda#	111217	PATTERSON VETERINARY SUPPLY INC	DAS	12/4/2024	3034208869	122.94	4500233477	1/3/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/4/2024	A
			PATTERSON VETERINARY SUPPLY INC Count		**3**								
			PATTERSON VETERINARY SUPPLY INC Total				**$875.83**						
0001072505	FT to FT-Pending BCC Agenda#	E00018442	PIERRE BIEN AIME	PUO	12/10/2024	18442	50.00		12/15/2024	REIMBURSEMENT - CLASS 2 DIST SYS OPERATOR LICENSE	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION	12/10/2024	A
			PIERRE BIEN AIME Count		**1**								
			PIERRE BIEN AIME Total				**$50.00**						
0001066936	FT to FT-Pending BCC Agenda#	124081	PREFERRED MATERIALS INC	TG1	11/19/2024	1/60077.1	102,475.00	4500232975	12/17/2024	10/21-10/31/2024- ISLE OF CAPRI SIDEWALK REPLACEMENT	SAFETY SIDEWALK IMPROVEMENTS	11/19/2024	A
0001071392	FT to FT-Pending BCC Agenda#	124081	PREFERRED MATERIALS INC	WT	11/26/2024	2228126	183.00	4500234323	1/3/2025	ASPHALT -SP 9.5MM TLC RAP	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT	12/6/2024	A
			PREFERRED MATERIALS INC Count		**2**								
			PREFERRED MATERIALS INC Total				**$102,658.00**						
0001071762	FT to FT-Pending BCC Agenda#	102450	PROLIME CORPORATION	WTS	11/30/2024	11731	13,695.00	4500233804	1/3/2025	SLUDGE REMOVAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
			PROLIME CORPORATION Count		**1**								
			PROLIME CORPORATION Total				**$13,695.00**						
0001073657	FT to FT-Pending BCC Agenda#	125209	PROPIO LS LLC	SS	12/16/2024	2024-23545-1F	126.90	4500235400	1/13/2025	DOCUMENT TRANSLATION	SUPPORT SERVICE DELIVERY	12/16/2024	A
			PROPIO LS LLC Count		**1**								
			PROPIO LS LLC Total				**$126.90**						
0001071694	FT to FT-Pending BCC Agenda#	130160	PURRR INC	DAS	11/21/2024	406	4,225.00	4500233274	1/5/2025	SPAY/NEUTER SERVICES	SPAY/NEUTER OF SHELTER ANIMALS	12/6/2024	C
			PURRR INC Count		**1**								
			PURRR INC Total				**$4,225.00**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001072835	FT to FT-Pending BCC Agenda#	127562	PWC JOINT VENTURE LLC	WW	12/10/2024	PW21-05.31	10,193.93	4500233483	1/9/2025	EMERGENCY REPAIRS-14553 STERLING OAKS DR.	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/12/2024	C
			PWC JOINT VENTURE LLC Count		**1**								
			PWC JOINT VENTURE LLC Total				**$10,193.93**						
0001065699	FT to FT-Pending BCC Agenda#	102471	Q GRADY MINOR & ASSOCIATES PA	TP1	11/6/2024	91575	4,347.65	4500225615	12/11/2024	10/21-10/25/2024 WEST VANDERBILT IMPROVEMENTS	PROVIDE PROFESSIONAL SERVICES CE FOR VANDERBILT MSTU	11/13/2024	A
0001070984	FT to FT-Pending BCC Agenda#	102471	Q GRADY MINOR & ASSOCIATES PA	Z2	12/3/2024	91787	2,774.00	4500223337	1/2/2025	10/26-11/22/2024-HURRICANE IAN VANDERBILT DRIVE	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/5/2024	A
0001070985	FT to FT-Pending BCC Agenda#	102471	Q GRADY MINOR & ASSOCIATES PA	OTF	12/3/2024	91786	2,514.25	4500222057	1/2/2025	10/26-11/22/24 GOLDEN GATE PLANT ASSISTANCE	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/5/2024	A
0001070986	FT to FT-Pending BCC Agenda#	102471	Q GRADY MINOR & ASSOCIATES PA	OTF	12/3/2024	91784	1,724.00	4500210194	1/2/2025	10/26-11/22/2024- PS 101.16 REHAB CA	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/5/2024	A
0001072476	FT to FT-Pending BCC Agenda#	102471	Q GRADY MINOR & ASSOCIATES PA	TP1	12/6/2024	91839	6,038.00	4500225615	1/7/2025	10/26-11/22/2024 WEST VANDERBILT DR. SIDEWALK IMPROVEMENTS	PROVIDE PROFESSIONAL SERVICES CE FOR VANDERBILT MSTU	12/10/2024	A
			Q GRADY MINOR & ASSOCIATES PA Count		**5**								
			Q GRADY MINOR & ASSOCIATES PA Total				**$17,397.90**						
0001069023	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/27/2024	12500	802.77	4500235440	12/26/2024	PALM RIVER	MAINTAIN PARKS AND FIELDS	11/26/2024	C
0001069024	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/25/2024	12497	441.38	4500235645	12/26/2024	CLAM PASS	MAINTAIN PARKS AND FIELDS	11/26/2024	C
0001070535	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12543	165.00	4500234967	1/2/2025	OAK PARK	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070536	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12542	268.55	4500235440	1/2/2025	WILLOUGHBY ACRES	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070537	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12539	1,060.00	4500235645	1/2/2025	CONNORS PARK	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070538	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12540	804.33	4500235645	1/2/2025	COCOHATCHEE RIVER PARK	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070539	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12536	1,060.00	4500234969	1/2/2025	FREEDOM PARK	MAINTAIN COUNTY PROPERTY/ASSETS	12/3/2024	C
0001070540	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12544	543.00	4500234967	1/2/2025	RITA EATON PARK	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070541	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12545	260.00	4500234967	1/2/2025	ARRON LUTZ PARK	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070542	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12538	441.38	4500235645	1/2/2025	CLAM PASS	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070543	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12533	313.50	4500234981	1/2/2025	MARGOOD PARK	PARKS BEAUTIFICATION AND SAFETY	12/3/2024	C
0001070544	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12535	590.00	4500234981	1/2/2025	PORT OF THE ISLANDS	PARKS BEAUTIFICATION AND SAFETY	12/3/2024	C
0001070545	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12531	545.00	4500234981	1/2/2025	SOUTH MARCO BEACH	PARKS BEAUTIFICATION AND SAFETY	12/3/2024	C
0001070546	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12537	594.44	4500235645	1/2/2025	SEAGATE BEACH ACCESS	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070547	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12534	425.00	4500234981	1/2/2025	GOODLAND MARINA PARK	PARKS BEAUTIFICATION AND SAFETY	12/3/2024	C
0001070548	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12532	435.50	4500234981	1/2/2025	CAXAMBAS PARK	PARKS BEAUTIFICATION AND SAFETY	12/3/2024	C
0001070549	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12530	518.00	4500234981	1/2/2025	IOC PADDLE CRAFT PARK	PARKS BEAUTIFICATION AND SAFETY	12/3/2024	C
0001070550	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12541	486.00	4500234967	1/2/2025	PALM SPRINGS	MAINTAIN PARKS AND FIELDS	12/3/2024	C
0001070874	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	10/28/2024	12391	998.88	4500234965	1/3/2025	BIG CORKSCREW 25	MAINTAIN PARKS AND FIELDS	12/4/2024	C
0001070875	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/25/2024	12503	998.88	4500234965	1/3/2025	BIG CORKSCREW 25	MAINTAIN PARKS AND FIELDS	12/4/2024	C
0001070876	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/11/2024	12458	998.88	4500234965	1/3/2025	BIG CORKSCREW 25	MAINTAIN PARKS AND FIELDS	12/4/2024	C
0001071171	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/3/2024	12548	5,500.00	4500235137	1/4/2025	GOLDEN GATE GOLF COURSE	MAINTAIN COUNTY PROPERTY/ASSETS	12/5/2024	C
0001071172	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/30/2024	12547	4,200.00	4500235137	1/4/2025	GOLDEN GATE GOLF COURSE	MAINTAIN COUNTY PROPERTY/ASSETS	12/5/2024	C
0001071177	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/4/2024	12549	2,465.00	4500235645	1/4/2025	NORTH COLLIER PARK	MAINTAIN PARKS AND FIELDS	12/5/2024	C
0001071178	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/4/2024	12550	998.50	4500235645	1/4/2025	NORTH COLLIER SUN & FUN	MAINTAIN PARKS AND FIELDS	12/5/2024	C
0001072448	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/5/2024	12553	802.77	4500235440	1/9/2025	PALM RIVER	MAINTAIN PARKS AND FIELDS	12/10/2024	C
0001072450	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/5/2024	12552	926.00	4500234967	1/9/2025	RICH KING MEMORIAL PARK	MAINTAIN PARKS AND FIELDS	12/10/2024	C
0001072454	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/5/2024	12551	1,520.00	4500235112	1/9/2025	SUGDEN REGIONAL PARK	PARKS BEAUTIFICATION AND SAFETY	12/10/2024	C
0001072480	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/9/2024	12555	247.38	4500235161	1/9/2025	IMMOKALEE AIRPORT PARK	MAINTAIN PARKS AND FIELDS	12/10/2024	C
0001072483	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/9/2024	12557	231.87	4500235161	1/9/2025	IMMOKALEE SOUTH STREET	MAINTAIN PARKS AND FIELDS	12/10/2024	C
0001072484	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/9/2024	12556	357.50	4500235161	1/9/2025	IMMOKALEE COMM PARK	MAINTAIN PARKS AND FIELDS	12/10/2024	C
0001072485	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/9/2024	12559	198.75	4500235161	1/9/2025	OIL WELL PARK	MAINTAIN PARKS AND FIELDS	12/10/2024	C
0001072486	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/9/2024	12554	998.88	4500234965	1/9/2025	BIG CORKSCREW 25	MAINTAIN PARKS AND FIELDS	12/10/2024	C
0001072496	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/9/2024	12558	291.25	4500235161	1/9/2025	IMMOKALEE SPORTS COMPLEX	MAINTAIN PARKS AND FIELDS	12/10/2024	C
0001073252	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/9/2024	12561	1,060.00	4500234969	1/12/2025	FREEDOM PARK	MAINTAIN COUNTY PROPERTY/ASSETS	12/13/2024	C
0001073253	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/10/2024	12560	5,500.00	4500235137	1/12/2025	GOLDEN GATE GOLF COURSE	MAINTAIN COUNTY PROPERTY/ASSETS	12/13/2024	C
0001073254	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/18/2024	12508	241.50	4500235440	1/12/2025	BEST FRIENDS PARK	MAINTAIN PARKS AND FIELDS	12/13/2024	C
0001073255	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/2/2024	12564	241.50	4500235440	1/12/2025	BEST FRIENDS PARK	MAINTAIN PARKS AND FIELDS	12/13/2024	C
0001073256	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/25/2024	12528	241.50	4500235440	1/12/2025	BEST FRIENDS PARK	MAINTAIN PARKS AND FIELDS	12/13/2024	C
			R&N LAWN MAINTENANCE INC. Count		**39**								
			R&N LAWN MAINTENANCE INC. Total				**$38,772.89**						
0001070342	FT to FT-Pending BCC Agenda#	109499	RENDA BROADCASTING CORPORATION	SW	11/30/2024	IN-07-1241126627	870.00	4500235535	1/2/2025	WWGR-FM TGIVING 2024	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION	12/3/2024	C
			RENDA BROADCASTING CORPORATION Count		**1**								
			RENDA BROADCASTING CORPORATION Total				**$870.00**						
0001068011	FT to FT-Pending BCC Agenda#	117462	REXEL USA INC	Z2	11/21/2024	S140725830.001	60,958.33	4500233908	12/20/2024	RELAY UPGRADE	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/22/2024	A
0001069533	FT to FT-Pending BCC Agenda#	117462	REXEL USA INC	WT	12/1/2024	S140564985.001	13,980.00	4500234315	12/30/2024	PARTS	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WELLFIELD	12/2/2024	A
0001071519	FT to FT-Pending BCC Agenda#	117462	REXEL USA INC	WTS	12/5/2024	S141132590.001	3,106.14	4500234532	1/3/2025	PARTS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A

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0001071851	FT to FT-Pending BCC Agenda#	117462	REXEL USA INC	WT	12/6/2024	S140971647.001	780.35	4500235932	1/6/2025	PARTS	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WELLFIELD	12/9/2024	A
0001072396	FT to FT-Pending BCC Agenda#	117462	REXEL USA INC	WT	12/9/2024	S140934902.001	1,913.33	4500235932	1/7/2025	PARTS	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WELLFIELD	12/10/2024	A
0001072397	FT to FT-Pending BCC Agenda#	117462	REXEL USA INC	WTS	12/9/2024	S141038583.001	10,819.25	4500236189	1/7/2025	PARTS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/10/2024	A
			REXEL USA INC Count		**6**								
			REXEL USA INC Total				**$91,557.40**						
0001069277	FT to FT-Pending BCC Agenda#	E00018482	RONALD TOMASKO	CA	11/22/2024	1496107	72.50		12/2/2024	REIMBURSEMENT-FORECLOSURE SALE FEE	REIMBURSEMENT TO STAFF FOR SALE FEE	11/27/2024	A
			RONALD TOMASKO Count		**1**								
			RONALD TOMASKO Total				**$72.50**						
0001071763	FT to FT-Pending BCC Agenda#	115352	ROY A PELLETIER	WTN	12/6/2024	SW 120624	119.00	4500235851	1/5/2025	ONLINE CEUS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	C
0001071764	FT to FT-Pending BCC Agenda#	115352	ROY A PELLETIER	WT	12/6/2024	WD 120624	621.00	4500234355	1/5/2025	ONLINE CEUS	PROVIDE ON-LINE CLASSES MAINTAIN WATER LICENSES	12/6/2024	C
0001071765	FT to FT-Pending BCC Agenda#	115352	ROY A PELLETIER	WT	12/6/2024	WD 120624	414.00	4500235886	1/5/2025	ONLINE CEUS	PROVIDE ON-LINE CLASSES MAINTAIN WATER LICENSES	12/6/2024	C
0001071766	FT to FT-Pending BCC Agenda#	115352	ROY A PELLETIER	WM	12/6/2024	WMD 120624	276.00	4500235236	1/5/2025	ONLINE CEUS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/6/2024	C
0001071767	FT to FT-Pending BCC Agenda#	115352	ROY A PELLETIER	WWL	12/6/2024	NWW 120624	199.00	4500235620	1/5/2025	ONLINE CEUS	PROVIDE TRAINING FOR EMPLOYEES TO MAINTAIN OPERATOR LICENSES	12/6/2024	C
			ROY A PELLETIER Count		**5**								
			ROY A PELLETIER Total				**$1,629.00**						
0001069486	FT to FT-Pending BCC Agenda#	103794	RUSH MESSENGER SERVICE WEST INC	SW	12/1/2024	00106767	652.00	4500233637	12/29/2024	11/18-11/27/2024 COURIER	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERATIONS	12/1/2024	A
0001073670	FT to FT-Pending BCC Agenda#	103794	RUSH MESSENGER SERVICE WEST INC	UB	12/16/2024	00106807	220.00	4500233619	1/13/2025	12/02-12/13/2024 COURIER	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES	12/16/2024	A
			RUSH MESSENGER SERVICE WEST INC Count		**2**								
			RUSH MESSENGER SERVICE WEST INC Total				**$872.00**						
0001068311	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	TO2	11/22/2024	011913	88.20	4500234926	12/23/2024	SAFETY PRODUCTS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/25/2024	A
0001068312	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	TO2	11/22/2024	011728	102.33	4500234926	12/23/2024	SAFETY PRODUCTS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/25/2024	A
0001069128	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	TO2	11/26/2024	012426	214.68	4500234926	12/25/2024	SAFETY PRODUCTS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/27/2024	A
0001069129	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	TO2	11/25/2024	012163	43.08	4500234926	12/25/2024	SAFETY PRODUCTS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/27/2024	A
0001069451	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	EMS	11/27/2024	012632	2,530.00	4500235613	12/29/2024	SAFETY PRODUCTS	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS.	12/1/2024	A
0001072580	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	WM	12/9/2024	014923	4,753.35	4500235303	1/8/2025	SAFETY PRODUCTS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/11/2024	A
			SAFETY PRODUCTS INC Count		**6**								
			SAFETY PRODUCTS INC Total				**$7,731.64**						
0001070177	FT to FT-Pending BCC Agenda#	103095	SAFRAN HELICOPTER ENGINES USA INC	HO	12/3/2024	6558035010	9,801.98	4500235031	12/31/2024	HELICOPTER MAINTENANCE	REPAIR & MAINTENANCE OF COUNTY OWNED HELICOPTER ENGINES	12/3/2024	A
			SAFRAN HELICOPTER ENGINES USA INC Coun		**1**								
			SAFRAN HELICOPTER ENGINES USA INC Total				**$9,801.98**						
0001070306	FT to FT-Pending BCC Agenda#	E00015438	SAMANTHA BIEGEL	LIB	12/2/2024	15438	43.05		12/8/2024	MILEAGE 8/29-11/26/2024	TO MAINTAIN LIBRARY OPERATIONS	12/3/2024	A
			SAMANTHA BIEGEL Count		**1**								
			SAMANTHA BIEGEL Total				**$43.05**						
0001072607	FT to FT-Pending BCC Agenda#	E00019941	SARINA FRANCIS	BCC	12/11/2024	19941	78.99		12/16/2024	MILEAGE 11/5-11/27/2024	REIMBURSEMENT	12/11/2024	A
0001072608	FT to FT-Pending BCC Agenda#	E00019941	SARINA FRANCIS	BCC	12/11/2024	19941	3.95		12/16/2024	MILEAGE 10/15/2024	REIMBURSEMENT	12/11/2024	A
			SARINA FRANCIS Count		**2**								
			SARINA FRANCIS Total				**$82.94**						
0001068413	FT to FT-Pending BCC Agenda#	121936	SEAL ANALYTICAL INC	PC	11/22/2024	65934	119.20	4500233601	12/25/2024	PARTS	PROVIDE SUPPORT FOR WATER QUALITY MONITORING PROGRAMS	11/25/2024	C
			SEAL ANALYTICAL INC Count		**1**								
			SEAL ANALYTICAL INC Total				**$119.20**						
0001070224	FT to FT-Pending BCC Agenda#	123404	SEMINOLE TRIBE OF FLORIDA INC	FLE	11/30/2024	CL21748	8,317.77	4500235301	12/31/2024	11/1/24-11/30/24 VEHICLE FUELING	GASOLINE & DIESEL FUEL REQUIREMENT FOR FLEET OPERATIONS	12/3/2024	A
			SEMINOLE TRIBE OF FLORIDA INC Count		**1**								
			SEMINOLE TRIBE OF FLORIDA INC Total				**$8,317.77**						
0001070731	FT to FT-Pending BCC Agenda#	115469	SENSIDYNE LP	WTN	12/4/2024	SI-027011	1,586.00	4500236096	1/3/2025	CHLORINE	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/4/2024	C
			SENSIDYNE LP Count		**1**								
			SENSIDYNE LP Total				**$1,586.00**						
0001070686	FT to FT-Pending BCC Agenda#	105646	SHENANDOAH GENERAL CONSTRUCTION	TG1	10/7/2024	102300	469,298.78	4500233831	1/1/2025	STORM DRAIN MAINTENANCE	FOR PUBLIC HEALTH AND SAFETY	12/4/2024	A
0001071460	FT to FT-Pending BCC Agenda#	105646	SHENANDOAH GENERAL CONSTRUCTION	TG1	10/23/2024	102484	46,897.10	4500228331	1/3/2025	STORM DRAIN MAINTENANCE	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY	12/6/2024	A
0001071461	FT to FT-Pending BCC Agenda#	105646	SHENANDOAH GENERAL CONSTRUCTION	TG1	10/31/2024	102601	73,104.40	4500228331	1/3/2025	STORM DRAIN MAINTENANCE	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY	12/6/2024	A

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0001071462	FT to FT-Pending BCC Agenda#	105646	SHENANDOAH GENERAL CONSTRUCTION	TG1	11/26/2024	102929	115,106.39	4500228331	1/3/2025	STORM DRAIN MAINTENANCE	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY	12/6/2024	A
0001071556	FT to FT-Pending BCC Agenda#	105646	SHENANDOAH GENERAL CONSTRUCTION	TG1	11/1/2024	102729	47,850.60	4500228331	1/3/2025	STORM DRAIN MAINTENANCE	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY	12/6/2024	A
			SHENANDOAH GENERAL CONSTRUCTION Cou		**5**								
			SHENANDOAH GENERAL CONSTRUCTION Total				**$752,257.27**						
0001070634	FT to FT-Pending BCC Agenda#	122005	SIEMENS INDUSTRY INC	WWL	12/3/2024	5671258703	5,800.00	4500234635	1/3/2025	HYDRO RANGERS	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/4/2024	C
0001070635	FT to FT-Pending BCC Agenda#	122005	SIEMENS INDUSTRY INC	WWL	12/3/2024	5671258702	5,768.00	4500234430	1/3/2025	HYDRO RANGERS	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/4/2024	C
			SIEMENS INDUSTRY INC Count		**2**								
			SIEMENS INDUSTRY INC Total				**$11,568.00**						
0001065831	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING	PBD	11/13/2024	148081252-001	426.99	4500235076	12/14/2024	IRRIGATION SUPPLIES	COMMUNITY BEAUTIFICATION	11/14/2024	C
0001068775	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING	TG1	11/25/2024	148428528-001	2,288.25	4500235106	11/26/2024	IRRIGATION SUPPLIES	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS	11/26/2024	C
0001068777	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING	TG1	11/25/2024	148429127-001	767.57	4500235106	11/26/2024	IRRIGATION SUPPLIES	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS	11/26/2024	C
0001068778	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING	TG1	11/25/2024	148426647-001	3,470.07	4500235106	12/26/2024	IRRIGATION PARTS	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS	11/26/2024	C
0001069117	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING	PBD	11/26/2024	148443992-001	(7.26)	4500235076	12/27/2024	CREDIT MEMO	COMMUNITY BEAUTIFICATION	11/27/2024	C
0001069439	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING	PAD	11/27/2024	148478165-001	2,238.31	4500235013	12/31/2024	IRRIGATION SUPPLIES	SUPPLIES NEEDED FOR GROUNDS MAINTENANCE	12/1/2024	C
0001069440	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING	PAD	11/27/2024	148487099-001	724.00	4500235016	12/31/2024	IRRIGATION PARTS	SUPPLIES NEEDED FOR GROUNDS MAINTENANCE	12/1/2024	C
0001069443	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING	TP1	11/27/2024	148494161-001	20.91	4500233443	12/31/2024	IRRIGATION PARTS	IRRIGATION MAINTENANCE FOR VANDERBILT BEACH MSTU	12/1/2024	C
			SITEONE LANDSCAPE SUPPLY HOLDING LL C		**8**								
			SITEONE LANDSCAPE SUPPLY HOLDING LL Total				**$9,928.84**						
0001066068	FT to FT-Pending BCC Agenda#	131073	SKYBASE COMMUNICATIONS LLC	CDO	11/1/2024	36915	189.00	4500234608	12/14/2024	IRIDIUM GO 150	PROVIDE COMMUNICATION SERVICES FOR GMCD	11/14/2024	C
			SKYBASE COMMUNICATIONS LLC Count		**1**								
			SKYBASE COMMUNICATIONS LLC Total				**$189.00**						
0001068883	FT to FT-Pending BCC Agenda#	131191	SLOMBA SOLUTIONS LLC	DAS	11/25/2024	CC241125	5,300.00	4500234862	12/26/2024	VETERINARY SERVICES	MAINTAIN DAS SERVICES AND OPERATIONS	11/26/2024	C
0001069133	FT to FT-Pending BCC Agenda#	131191	SLOMBA SOLUTIONS LLC	DAS	11/26/2024	CC241126	600.00	4500234862	12/27/2024	VETERINARY SERVICES	MAINTAIN DAS SERVICES AND OPERATIONS	11/27/2024	C
0001069134	FT to FT-Pending BCC Agenda#	131191	SLOMBA SOLUTIONS LLC	DAS	11/26/2024	CC241111A	8,900.00	4500234862	12/27/2024	VETERINARY SERVICES	MAINTAIN DAS SERVICES AND OPERATIONS	11/27/2024	C
0001072299	FT to FT-Pending BCC Agenda#	131191	SLOMBA SOLUTIONS LLC	DAS	12/9/2024	CC241209	8,600.00	4500234862	1/9/2025	VETERINARY SERVICES	MAINTAIN DAS SERVICES AND OPERATIONS	12/10/2024	C
			SLOMBA SOLUTIONS LLC Count		**4**								
			SLOMBA SOLUTIONS LLC Total				**$23,400.00**						
0001071996	FT to FT-Pending BCC Agenda#	130936	SOUTHEASTERN LAUNDRY EQUIPMENT S	DAS	12/7/2024	INV89862	546.50	4500234233	1/8/2025	WASHING MACHINE SERVICE	MAINTAIN DAILY OPERATIONS AT DAS	12/9/2024	C
			SOUTHEASTERN LAUNDRY EQUIPMENT SALE		**1**								
			SOUTHEASTERN LAUNDRY EQUIPMENT SALE Total				**$546.50**						
0001062405	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	WW	10/16/2024	2298120	1,236.00	4500236360	11/28/2024	9/7-10/52024- SCADA TO GIS INTEGRATION	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES	10/31/2024	A
0001068217	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	OTF	11/22/2024	2315541	2,070.75	4500233658	12/20/2024	9/14-11/15/2024- NCWRF ODOR CONTROL ASSISTANCE PHASE 2	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	11/22/2024	A
0001072650	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	TEC	12/10/2024	2324213	21,270.34	4500236109	1/8/2025	2/3-11/14/2024- INDEPENDENT PEER REVIEW	SVC REQ TO MOVE FORWARD ON ROAD PROJECT IMPROVEMENTS	12/11/2024	A
0001072683	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	Z2	12/11/2024	2325219	1,468.25	4500232509	1/8/2025	11/16-12/6/2024 - PUBLIC UTILITIES RENEWAL CEI WEBSITE	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE	12/11/2024	A
			STANTEC CONSULTING SERVICES INC Count		**4**								
			STANTEC CONSULTING SERVICES INC Total				**$26,045.34**						
0001073737	FT to FT-Pending BCC Agenda#	120926	STEARNS CONRAD AND SCHMIDT CONSU	SW	12/16/2024	0523104	673.00	4500235519	1/13/2025	11/7-11/30/2024- SOLID WASTE MANAGEMENT SERVICES	MANAGING SUSTAINABLE FINANCIAL PRACTICES & RATE SCHEDULES	12/16/2024	A
			STEARNS CONRAD AND SCHMIDT CONSULTI C		**1**								
			STEARNS CONRAD AND SCHMIDT CONSULTI Total				**$673.00**						
0001067664	FT to FT-Pending BCC Agenda#	124112	STRATEGY MARKETING GROUP INC	CDA	11/20/2024	159712	510.25	4500233635	12/19/2024	PRINTING/MAILING SERVICES	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES	11/21/2024	A
0001067665	FT to FT-Pending BCC Agenda#	124112	STRATEGY MARKETING GROUP INC	CDA	11/20/2024	159736	269.09	4500233635	12/19/2024	PRINTING/MAILING SERVICES	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES	11/21/2024	A
			STRATEGY MARKETING GROUP INC Count		**2**								
			STRATEGY MARKETING GROUP INC Total				**$779.34**						
0001063033	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	10/24/2024	9207542339	644,838.22	4500233022	12/1/2024	CPR DEVICES	LIFE SAVING DEVICES FOR USE IN THE FIELD.	11/1/2024	A
0001070091	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	11/22/2024	9207828697	47,869.12	4500233022	1/1/2025	CPR DEVICES	LIFE SAVING DEVICES FOR USE IN THE FIELD.	12/2/2024	A
0001071607	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	11/27/2024	9207868974	85,425.60	4500233022	1/5/2025	CPR DEVICES	LIFE SAVING DEVICES FOR USE IN THE FIELD.	12/6/2024	A
0001071998	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	11/29/2024	9207885390	15,145.58	4500233022	1/8/2025	CPR DEVICES	LIFE SAVING DEVICES FOR USE IN THE FIELD.	12/9/2024	A
0001072000	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	11/30/2024	9207889899	(175,000.00)	4500233022	1/8/2025	CREDIT MEMO	LIFE SAVING DEVICES FOR USE IN THE FIELD.	12/9/2024	A
			STRYKER SALES LLC Count		**5**								
			STRYKER SALES LLC Total				**$618,278.52**						

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0001071396	FT to FT-Pending BCC Agenda#	131329	STUDIOPLUS LLC	FM	11/30/2024	10176	14,436.15	4500224198	1/3/2025	11/1-11/30/2024 -MARCO ISLAND SUBSTATION TEMP TRAILER	WO CCSO MARCO ISLAND SUB STATION TRAILER AND PERM. FACILITY	12/6/2024	C
			STUDIOPLUS LLC Count		**1**								
			STUDIOPLUS LLC Total				**$14,436.15**						
0001070085	FT to FT-Pending BCC Agenda#	123637	SUBURBAN PROPANE LP	DAS	11/26/2024	11560017775	154.02	4500234377	1/1/2025	DRYER GAS	SUPPORT SERVICE DELIVERY	12/2/2024	C
			SUBURBAN PROPANE LP Count		**1**								
			SUBURBAN PROPANE LP Total				**$154.02**						
0001068556	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	SW	11/25/2024	57697/5	502.39	4500235579	12/23/2024	SUPPLIES	PROVIDE OPERATING SUPPLIES FOR COMPLIANCE PURPOSES	11/25/2024	A
0001068981	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	TO2	11/26/2024	57709/5	150.90	4500233930	12/24/2024	TOOLS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/26/2024	A
0001069102	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	TG1	11/27/2024	57711/5	1,216.58	4500234539	12/25/2024	TOOLS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/27/2024	A
0001070246	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WWL	12/3/2024	57735 /5	17.99	4500234113	12/31/2024	SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION	12/3/2024	A
0001070334	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WTS	12/3/2024	162379/3	58.49	4500234287	12/31/2024	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/3/2024	A
0001072114	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	SW	12/9/2024	57776 /5	7.19	4500235579	1/6/2025	SUPPLIES	PROVIDE OPERATING SUPPLIES FOR COMPLIANCE PURPOSES	12/9/2024	A
0001072693	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WWL	12/11/2024	162437/3	252.02	4500234208	1/8/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/11/2024	A
0001073231	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WTN	12/13/2024	162459/3	237.59	4500234286	1/10/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/13/2024	A
0001073320	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WM	12/13/2024	162460/3	4.49	4500233396	1/10/2025	SUPPLIES	PROVIDE VARIOUS HARDWARE ITEMS FOR METER DIVISION.	12/13/2024	A
0001073623	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WTS	12/16/2024	162483/3	19.82	4500234288	1/13/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/16/2024	A
0001073632	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WTS	12/16/2024	162482/3	7.19	4500234287	1/13/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/16/2024	A
			SUNSHINE ACE HARDWARE INC Count		**11**								
			SUNSHINE ACE HARDWARE INC Total				**$2,474.65**						
0001070220	FT to FT-Pending BCC Agenda#	104638	TAMIAMI FORD INC	FLE	12/2/2024	FOCP848810	199.99	4500233829	12/31/2024	SERVICE	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/3/2024	A
			TAMIAMI FORD INC Count		**1**								
			TAMIAMI FORD INC Total				**$199.99**						
0001070705	FT to FT-Pending BCC Agenda#	118295	TAMPA TRUCK CENTER LLC	FLE	12/4/2024	X102120567:01	819.86	4500235828	1/1/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001070865	FT to FT-Pending BCC Agenda#	118295	TAMPA TRUCK CENTER LLC	FLE	12/4/2024	X102120727:01	956.71	4500235828	1/1/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/4/2024	A
0001071245	FT to FT-Pending BCC Agenda#	118295	TAMPA TRUCK CENTER LLC	FLE	12/5/2024	X102120727:02	1,790.98	4500235828	1/2/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	A
0001071497	FT to FT-Pending BCC Agenda#	118295	TAMPA TRUCK CENTER LLC	FLE	12/6/2024	X102120567:02	30.07	4500235828	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001072589	FT to FT-Pending BCC Agenda#	118295	TAMPA TRUCK CENTER LLC	FLE	12/10/2024	X102121341:01	74.32	4500235828	1/8/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	A
0001072816	FT to FT-Pending BCC Agenda#	118295	TAMPA TRUCK CENTER LLC	FLE	12/11/2024	X102121433:01	17.10	4500235828	1/9/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
0001072886	FT to FT-Pending BCC Agenda#	118295	TAMPA TRUCK CENTER LLC	FLE	12/12/2024	X102121472:01	281.38	4500235828	1/9/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
			TAMPA TRUCK CENTER LLC Count		**7**								
			TAMPA TRUCK CENTER LLC Total				**$3,970.42**						
0001072287	FT to FT-Pending BCC Agenda#	123687	TARGETSOLUTIONS LEARNING LLC	EMS	12/1/2024	INV106687	24,475.00	4500235032	1/9/2025	TRAINING PLATFORM EMS	EMS TRAINING PLATFORM FOR EMS/FIRE ONLINE TRAINING	12/10/2024	C
			TARGETSOLUTIONS LEARNING LLC Count		**1**								
			TARGETSOLUTIONS LEARNING LLC Total				**$24,475.00**						
0001070368	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	HS	12/3/2024	52345502	1,650.00	4500224994	12/31/2024	ASSESSMENT	ENVIRONMENTAL REVIEWS ARE REQUIRED TO MAINTAIN COMPLIANCE	12/3/2024	A
0001070651	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	Z3	12/3/2024	52345692	5,712.00	4500225750	1/1/2025	THRU 11/22/2024 - SCWRF SCADA CYBER NETWORK SERVICES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE	12/4/2024	A
0001070652	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	Z3	12/3/2024	52345836	7,875.00	4500226210	1/1/2025	THRU 12/3/2024 SCWRF BELT FILTER	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/4/2024	A
			TETRA TECH INC Count		**3**								
			TETRA TECH INC Total				**$15,237.00**						
0001068309	FT to FT-Pending BCC Agenda#	E00002355	TIMOTHY RUDZITIS	EMS	11/25/2024	PER DIEM	22.78		11/30/2024	MILEAGE 10/04/2024	REASSIGNMENT STAFFING OF EMS STATION	11/25/2024	A
			TIMOTHY RUDZITIS Count		**1**								
			TIMOTHY RUDZITIS Total				**$22.78**						
0001070685	FT to FT-Pending BCC Agenda#	131477	TRANSUNION RISK & ALTERNATIVE DATA	CM	12/1/2024	6680723-202411-1	120.00	4500231885	1/3/2025	ONLINE SEARCH NOVEMBER 2024	ONLINE SEARCH SERVICES AND REPORTS FOR TRANSUNION (TLO)	12/4/2024	C
			TRANSUNION RISK & ALTERNATIVE DATA Cou		**1**								
			TRANSUNION RISK & ALTERNATIVE DATA Total				**$120.00**						
0001071827	FT to FT-Pending BCC Agenda#	129800	TRIMMERS HOLIDAY DECOR INC	CRA	10/28/2024	1591	30,000.00	4500234885	1/8/2025	CHRISTMAS DECORATIONS	HOLIDAY DECORATIONS FOR PUBLIC DISPLAY	12/9/2024	C
			TRIMMERS HOLIDAY DECOR INC Count		**1**								
			TRIMMERS HOLIDAY DECOR INC Total				**$30,000.00**						
0001065865	FT to FT-Pending BCC Agenda#	125850	TRINOVA INC	WTN	11/13/2024	3183010	2,245.71	4500235299	12/12/2024	PROMINENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/14/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001071494	FT to FT-Pending BCC Agenda#	125850	TRINOVA INC	WTN	12/5/2024	3184747	6,831.87	4500235299	1/3/2025	PROMINENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/6/2024	A
			TRINOVA INC Count		**2**								
			TRINOVA INC Total				**$9,077.58**						
0001064331	FT to FT-Pending BCC Agenda#	125786	TWILIO INC	CDO	10/31/2024	TKZAED-2024-10	147.36	4500234095	12/5/2024	TEXT MESSAGE NOTIFICATION	IMPROVE COMMUNICATIONS WITH PUBLIC FOR PERMIT INSPECTIONS	11/7/2024	A
0001071463	FT to FT-Pending BCC Agenda#	125786	TWILIO INC	CDO	11/30/2024	TKZAED-2024-11	160.03	4500234095	1/3/2025	TEXT MESSAGE NOTIFICATION	IMPROVE COMMUNICATIONS WITH PUBLIC FOR PERMIT INSPECTIONS	12/6/2024	A
			TWILIO INC Count		**2**								
			TWILIO INC Total				**$307.39**						
0001073551	FT to FT-Pending BCC Agenda#	126778	TY LIN INTERNATIONAL INC	TP	12/13/2024	4- 102412270	19,562.72	4500232278	1/13/2025	11/1--11/30/2024 GOLDEN GATE PARKWAY CORRIDOR STUDY	GOLDEN GATE PKWY CORRIDOR CONGESTION STUDY PROJECT	12/16/2024	A
			TY LIN INTERNATIONAL INC Count		**1**								
			TY LIN INTERNATIONAL INC Total				**$19,562.72**						
0001063556	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	CDO	11/4/2024	3070165180	20.39	4500233631	12/4/2024	UNIFORMS	WEEKLY UNIFORM RENTALS FOR STAFF	11/4/2024	C
0001065787	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	CDO	11/11/2024	3070166352	21.38	4500233631	12/13/2024	UNIFORMS	WEEKLY UNIFORM RENTALS FOR STAFF	11/13/2024	C
0001066852	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	CDO	11/18/2024	3070167450	21.38	4500233631	12/18/2024	UNIFORMS	WEEKLY UNIFORM RENTALS FOR STAFF	11/18/2024	C
0001068738	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	TO2	11/25/2024	3070168627	63.52	4500233694	12/25/2024	UNIFORMS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/25/2024	C
0001068739	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	CDO	11/25/2024	3070168628	21.38	4500233631	12/25/2024	UNIFORMS	WEEKLY UNIFORM RENTALS FOR STAFF	11/25/2024	C
0001070551	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	WAO	12/2/2024	3070169879	9.98	4500235011	1/2/2025	MATS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/3/2024	C
0001070552	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	TO2	12/2/2024	3070169868	63.52	4500233694	1/2/2025	UNIFORMS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/3/2024	C
0001070553	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	CDO	12/2/2024	3070169869	21.38	4500233631	1/2/2025	UNIFORMS	WEEKLY UNIFORM RENTALS FOR STAFF	12/3/2024	C
0001070554	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	UB	12/2/2024	3070169878	25.52	4500234452	1/2/2025	MATS	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT	12/3/2024	C
0001070888	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	PC	12/3/2024	3070170100	20.50	4500234764	1/3/2025	UNIFORMS	FOR STAFF TO BE IDENTIFIED IN THE FIELD	12/4/2024	C
0001072213	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	WAO	12/9/2024	3070171069	9.98	4500235011	1/8/2025	MATS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/9/2024	C
			UNIFIRST CORP Count		**11**								
			UNIFIRST CORP Total				**$298.93**						
0001070180	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/2/2024	99748022-00	67.40	4500235052	12/31/2024	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/3/2024	A
0001073214	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/12/2024	99931570-00	80.82	4500228753	1/10/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A
			UNITED REFRIGERATION INC Count		**2**								
			UNITED REFRIGERATION INC Total				**$148.22**						
0001070937	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	WT	12/3/2024	227202416-014	6,134.00	4500234592	1/4/2025	EQUIPMENT RENTAL	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION	12/5/2024	C
0001072872	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	WWL	12/10/2024	242038140-001	2,022.91	4500236179	1/11/2025	EQUIPMENT RENTAL	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	C
			UNITED RENTALS (NORTH AMERICA) INC Coun		**2**								
			UNITED RENTALS (NORTH AMERICA) INC Total				**$8,156.91**						
0001067226	FT to FT-Pending BCC Agenda#	123706	UNIVERSITY ENTERPRISES INC	WAO	11/19/2024	934746	169.00	4500234643	12/20/2024	COURSE PACKAGE	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	11/20/2024	C
0001069135	FT to FT-Pending BCC Agenda#	123706	UNIVERSITY ENTERPRISES INC	WAO	11/26/2024	935196	222.00	4500234643	12/27/2024	COURSE PACKAGE	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	11/27/2024	C
			UNIVERSITY ENTERPRISES INC Count		**2**								
			UNIVERSITY ENTERPRISES INC Total				**$391.00**						
0001068434	FT to FT-Pending BCC Agenda#	128459	UNIVERSITY OF FLORIDA	STO	11/25/2024	I000132882	15,000.00	4500235717	12/25/2024	GREEN INDUSTRIES TRAINING	EDUCATION AND TRAINING REQUIREMENT.	11/25/2024	C
			UNIVERSITY OF FLORIDA Count		**1**								
			UNIVERSITY OF FLORIDA Total				**$15,000.00**						
0001071286	FT to FT-Pending BCC Agenda#	125634	US LEGAL SUPPORT INC	CA	10/22/2024	20240813447-12	125.00	4500235152	1/4/2025	LEGAL SERVICES	PROVIDE SPECIALIZED LEGAL SERVICES TO THE COUNTY	12/5/2024	C
			US LEGAL SUPPORT INC Count		**1**								
			US LEGAL SUPPORT INC Total				**$125.00**						
0001071987	FT to FT-Pending BCC Agenda#	112284	VARSITY BRANDS HOLDING CO INC	PAD	12/4/2024	928009324	3,935.84	4500236217	1/6/2025	EQUIPMENT	SPORTS AND ATHLETIC EQUIPMENT	12/9/2024	A
			VARSITY BRANDS HOLDING CO INC Count		**1**								
			VARSITY BRANDS HOLDING CO INC Total				**$3,935.84**						
0001069897	FT to FT-Pending BCC Agenda#	129440	VETOR CONTRACTING SERVICES LLC	PCP	10/21/2024	24-126-1	31,631.25	4500233159	12/30/2024	SOUTH IMMOKALEE BASKETBALL FIELDS REPLACEMENTS	SUPPORT SERVICE DELIVERY	12/2/2024	C
			VETOR CONTRACTING SERVICES LLC Count		**1**								
			VETOR CONTRACTING SERVICES LLC Total				**$31,631.25**						
0001072179	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	WWL	12/7/2024	25-61-028	1,178.52	4500233627	1/6/2025	BOOTS	PROVIDE PERSONAL PROTECTION EQUIPMENT FOR COUNTY STAFF	12/9/2024	A
			VICS BOOT & SHOE INC Count		**1**								
			VICS BOOT & SHOE INC Total				**$1,178.52**						
0001073736	FT to FT-Pending BCC Agenda#	E00020396	VICTOR MOLINA	PUO	12/13/2024	20396	6.25		12/21/2024	REIMBURSEMENT-CDL LEARNER'S PERMIT	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION	12/16/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			VICTOR MOLINA Count		**1**								
			VICTOR MOLINA Total				**$6.25**						
0001072627	FT to FT-Pending BCC Agenda#	100387	VICTORY LAYNE CHEVROLET	FLE	12/10/2024	107178	153.16	4500234876	1/8/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	A
			VICTORY LAYNE CHEVROLET Count		**1**								
			VICTORY LAYNE CHEVROLET Total				**$153.16**						
0001063973	FT to FT-Pending BCC Agenda#	119963	VITAL RECORDS HOLDING LLC	CDA	10/31/2024	4576468/40003802	111,387.23	4500232904	12/4/2024	DOCUMENT MANAGEMENT	MEDIA CONVERSION SERVICES FOR GMCD	11/6/2024	A
0001063974	FT to FT-Pending BCC Agenda#	119963	VITAL RECORDS HOLDING LLC	CDO	10/31/2024	4572563/04003026	394.41	4500233529	12/4/2024	DOCUMENT MANAGEMENT	PROVIDE RECORD MANAGEMENT SERVICES FOR GMCDD	11/6/2024	A
0001066881	FT to FT-Pending BCC Agenda#	119963	VITAL RECORDS HOLDING LLC	CDO	10/31/2024	4584837/04991558	7,132.27	4500233529	12/17/2024	DOCUMENT MANAGEMENT	PROVIDE RECORD MANAGEMENT SERVICES FOR GMCDD	11/19/2024	A
0001071667	FT to FT-Pending BCC Agenda#	119963	VITAL RECORDS HOLDING LLC	CDO	11/30/2024	4612272/69260311	59.40	4500233389	1/3/2025	DOCUMENT MANAGEMENT	TO PROTECT SENSITIVE INFORMATION	12/6/2024	A
0001071776	FT to FT-Pending BCC Agenda#	119963	VITAL RECORDS HOLDING LLC	HR	11/30/2024	4609864/69251371	29.70	4500235316	1/3/2025	DOCUMENT MANAGEMENT	PURCHASE SHREDDING SERVICES	12/6/2024	A
0001073000	FT to FT-Pending BCC Agenda#	119963	VITAL RECORDS HOLDING LLC	CDO	10/31/2024	4566207/69260311	59.40	4500233389	1/9/2025	DOCUMENT MANAGEMENT	TO PROTECT SENSITIVE INFORMATION	12/12/2024	A
			VITAL RECORDS HOLDING LLC Count		**6**								
			VITAL RECORDS HOLDING LLC Total				**$119,062.41**						
0001071741	FT to FT-Pending BCC Agenda#	131228	VRC COMPANIES, LLC	PAD	11/30/2024	4633734/69289862	29.70	4500235306	1/5/2025	DOCUMENT MANAGEMENT	SUPPORTS SERVICE DELIVERY	12/6/2024	C
0001072451	FT to FT-Pending BCC Agenda#	131228	VRC COMPANIES, LLC	SW	11/30/2024	4605191/69287592	1,502.10	4500235465	1/9/2025	DOCUMENT MANAGEMENT	OPERATING AND MAINTAINING CRITICAL FACILITIES	12/10/2024	C
			VRC COMPANIES, LLC Count		**2**								
			VRC COMPANIES, LLC Total				**$1,531.80**						
0001068043	FT to FT-Pending BCC Agenda#	128484	WATER SCIENCE ASSOCIATES, INC	SWC	11/21/2024	2425	563.85	4500226543	12/20/2024	9/27-10/16/2024- LEACHATE INJECTION WELL	OPERATING AND MAINTAINING CRITICAL FACILITIES	11/22/2024	A
0001068234	FT to FT-Pending BCC Agenda#	130616	WATER SCIENCE ASSOCIATES, INC	Z2	11/22/2024	2426	10,116.00	4500214149	12/20/2024	9/28-10/11/2024-WATER & WASTEWATER IQ WELLFIELD	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	11/22/2024	A
0001073180	FT to FT-Pending BCC Agenda#	130616	WATER SCIENCE ASSOCIATES, INC	Z2	12/12/2024	2483	4,573.65	4500216686	1/10/2025	10/26-11/22/2024 -NRO 10 & 11 WELLFIELD REPLACEMENT	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/13/2024	A
			WATER SCIENCE ASSOCIATES, INC Count		**3**								
			WATER SCIENCE ASSOCIATES, INC Total				**$15,253.50**						
0001071699	FT to FT-Pending BCC Agenda#	128728	WATER TECHNOLOGY, INC	PCP	11/30/2024	R22567.02-4	12,826.00	4500230001	1/3/2025	8/22-11/30/2024- SUN/FUN LAZY RIVER RENOVATIONS	SUPPORT SERVICE DELIVERY	12/6/2024	C
			WATER TECHNOLOGY, INC Count		**1**								
			WATER TECHNOLOGY, INC Total				**$12,826.00**						
0001069130	FT to FT-Pending BCC Agenda#	131278	WAYPOINT CONTRACTING INC	PCP	11/26/2024	23055M-003-5	59,127.39	4500229082	12/25/2024	9/1-11/30/2024- ISLES OF CAPRI NEIGHBORHOOD PARK	SUPPORT SERVICE DELIVERY	11/27/2024	A
			WAYPOINT CONTRACTING INC Count		**1**								
			WAYPOINT CONTRACTING INC Total				**$59,127.39**						
0001070747	FT to FT-Pending BCC Agenda#	E00001999	WENDY KLOPF	HS	12/2/2024	1999	110.00		12/9/2024	PER DIEM 8/25-8/28/2024	FURTHERING EDUCATION ON PROGRAM REQUIREMENTS	12/4/2024	A
			WENDY KLOPF Count		**1**								
			WENDY KLOPF Total				**$110.00**						
0001068504	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	PCP	11/21/2024	41240972	78,811.72	4500223434	12/23/2024	TORO SAND PRO	REPLACING AGEING EQUIPMENT	11/25/2024	A
0001070079	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	11/26/2024	41241726	60.83	4500233291	12/30/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/2/2024	A
0001070084	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	11/25/2024	41241504	46.14	4500233291	12/30/2024	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/2/2024	A
0001071213	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/3/2024	41242433	416.67	4500233291	1/2/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/5/2024	A
0001071402	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/5/2024	60058957	211.73	4500233291	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001071403	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/5/2024	41243083	167.45	4500233291	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001071472	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/4/2024	44619453	2,788.89	4500233291	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001071473	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/3/2024	41242564	210.73	4500233291	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001071475	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/4/2024	41242828	174.03	4500233291	1/3/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001072252	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/9/2024	41243655	30.63	4500233291	1/7/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
0001072253	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/9/2024	41243654	280.19	4500233291	1/7/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/10/2024	A
			WESCO TURF INC Count		**11**								
			WESCO TURF INC Total				**$83,199.01**						
0001070481	FT to FT-Pending BCC Agenda#	102671	WESTVIEW CORP INC	WW	12/3/2024	36084	1,704.41	4500233789	12/31/2024	UNIFORMS	PROVIDE UNIFORMS FOR COLLECTIONS	12/3/2024	A
0001072408	FT to FT-Pending BCC Agenda#	102671	WESTVIEW CORP INC	WTS	12/10/2024	36098	206.36	4500236116	1/7/2025	UNIFORMS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/10/2024	A
0001072409	FT to FT-Pending BCC Agenda#	102671	WESTVIEW CORP INC	WTS	12/10/2024	36099	5,719.17	4500236116	1/7/2025	UNIFORMS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/10/2024	A
			WESTVIEW CORP INC Count		**3**								
			WESTVIEW CORP INC Total				**$7,629.94**						
0001070799	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	11/26/2024	89908	101.75	4500235421	1/3/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/4/2024	C
0001070800	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	11/26/2024	89907	121.00	4500235421	1/3/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/4/2024	C
0001072604	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	12/5/2024	90066	19.25	4500235421	1/10/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/11/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001072605	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	12/5/2024	90062	156.00	4500235421	1/10/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/11/2024	C
			WORLD PETROLEUM CORP Count		**4**								
			WORLD PETROLEUM CORP Total				**$398.00**						
0001071865	FT to FT-Pending BCC Agenda#	122083	WSP USA ENVIRONMENT & INFRASTRUC	PCP	12/6/2024	40121468	879.75	4500222874	1/6/2025	11/1-11/29/2024- POST HURRICANE IAN PROGRAM MANAGEMENT	IAN	12/9/2024	A
			WSP USA ENVIRONMENT & INFRASTRUCTUR (		**1**								
			WSP USA ENVIRONMENT & INFRASTRUCTUR Total				**$879.75**						
			Grand Count		**967**								
			Grand Total				**$4,428,976.26**						

PIGGYBACK CONTRACTS NOT SPECIFICALLY APPROVED BY THE BOARD - PURCHASE ORDERS TOTALING > $50,000

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001069362	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITN	11/27/2024	AB7L58F	278,928.18	4500235426	12/26/2024	CISCO DIRECT C8500-12X4QC	CISCO INTERNET ROUTERS FOR EDGE REPLACEMENT	11/28/2024	A
0001069500	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITN	11/30/2024	AB7QD6I	64,666.80	4500235426	12/30/2024	CISCO DIRECT DNA-P-T3-A-5Y	CISCO INTERNET ROUTERS FOR EDGE REPLACEMENT	12/2/2024	A
			CDW LLC Count		**2**								
			CDW LLC Total				**$343,594.98**						
0001070446	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/21/2024	0F24588777	1,201.00	4500234645	1/2/2025	MEDICAL EXAMINERS	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070451	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/17/2024	0F24588676	639.00	4500234645	1/2/2025	CENTRAL LIBRARY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070454	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/12/2024	0F24588544	844.00	4500234645	1/2/2025	PUBLIC UTILITIES WEST	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070458	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/12/2024	0F24588542	819.00	4500234645	1/2/2025	PUBLIC UTILITIES EAST	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070460	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/21/2024	0F24588775	399.00	4500234645	1/2/2025	HERITAGE BAY GOVERNMENT CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070462	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/22/2024	0F24588780	353.00	4500234645	1/2/2025	PROPERTY APPRAISER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070467	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/8/2024	OF24588537	356.00	4500234645	1/2/2025	GMD C&M (TRANSPORTATION)	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070471	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/11/2024	0F24588540	317.00	4500234645	1/2/2025	SOUTH R/O WATER PLANT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070475	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/7/2024	OF24588474	304.00	4500234645	1/2/2025	NCRP EXHIBITION HALL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070479	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/12/2024	0F24588543	305.00	4500234645	1/2/2025	PUBLIC UTILITIES EAST	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/3/2024	C
0001070507	FT to FT-Pending BCC Agenda#	123352	CINTAS CORPORATION	TG1	11/25/2024	4212623758	24.55	4500233774	12/31/2024	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/3/2024	A
0001070513	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	11/25/2024	4212623840	167.44	4500233774	1/2/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/3/2024	C
0001070521	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	11/25/2024	4212623986	582.26	4500233774	1/2/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/3/2024	C
0001070524	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	11/25/2024	4212623844	15.41	4500233774	1/2/2025	UNIFORM RENTAL	UNIFORMS FOR STAFF	12/3/2024	C
0001070525	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	11/25/2024	4212623886	127.46	4500233774	1/2/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/3/2024	C
0001070713	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	7/10/2024	0F24585620	140.00	4500234645	1/3/2025	VETERANS PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070714	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	8/30/2024	0F24586861	95.00	4500234645	1/3/2025	MARCO ISLAND RECYCLE CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070750	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/11/2024	0F24588361	940.75	4500226478	1/3/2025	GOLDEN GATE COMM. CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070774	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24153320	1,162.08	4500234645	1/3/2025	SOUTH WASTE WATER PLANT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070780	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/17/2024	0F24588673	349.00	4500234645	1/3/2025	EAST NAPLES PARK ENCP	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070792	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/23/2024	0F24588782	926.00	4500234645	1/3/2025	BUILDING F ADMINISTRATION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070793	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/18/2024	0F24588773	1,010.00	4500234645	1/3/2025	BLDG. L1 COURTHOUSE ANNEX	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070795	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/23/2024	0F24588784	1,923.00	4500234645	1/3/2025	BLDG. L1 COURTHOUSE ANNEX	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070796	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/22/2024	0F24588779	964.00	4500234645	1/3/2025	GMD P&R DEVELOPMENT SERVICES	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/4/2024	C
0001070802	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/4/2024	4213515559	15.41	4500233774	1/3/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/4/2024	C
0001070803	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/4/2024	4213515696	582.26	4500233774	1/3/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/4/2024	C
0001070805	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/4/2024	4213515633	127.46	4500233774	1/3/2025	UNIFORM RENTAL	UNIFORMS FOR STAFF	12/4/2024	C
0001070806	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/4/2024	4213515587	167.44	4500233774	1/3/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/4/2024	C
0001070807	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/4/2024	421351549	24.55	4500233774	1/3/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/4/2024	C

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0001071078	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24589949	125.00	4500234645	1/4/2025	800 MHZ GENERATOR 175E	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071248	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/5/2024	4213674491	267.11	4500226879	1/4/2025	UNIFORM PURCHASE	UNIFORMS FOR ROAD MAINT CREWS	12/5/2024	C
0001071278	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	3/12/2024	0F24148569	176.00	4500234645	1/4/2025	COLLIER COUNTY LANDFILL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071281	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/15/2024	0F24588617	1,195.00	4500234645	1/4/2025	BUILDING J-J3 NEW JAIL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071283	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/23/2024	0F24588781	479.00	4500234645	1/4/2025	NORTH COLLIER SERVICES CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071284	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24153326R	1,691.97	4500234645	1/4/2025	WASTEWATER COLLECTIONS	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071285	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24153323R	1,105.31	4500234645	1/4/2025	BUILDING L- COURTHOUSE	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071289	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24153329R	1,430.22	4500234645	1/4/2025	CAT MORANDE BLDG	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071318	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24153339	459.28	4500234645	1/4/2025	MAX HASSE PARK MHP CC	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071319	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24153337	260.06	4500234645	1/4/2025	SUPERVISORY OF ELECTIONS	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071320	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24153335	124.95	4500234645	1/4/2025	GREY OAKS PUBLIC SAFETY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071321	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24153333	99.00	4500234645	1/4/2025	NAPLES RECYCLING CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071322	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24153331	198.00	4500234645	1/4/2025	COLLIER COUNTY LANDFILL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071323	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/11/2024	0F24588539	317.00	4500234645	1/4/2025	800 MHZ MARCO ISLAND	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071325	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/23/2024	0F24588783	394.00	4500234645	1/4/2025	BUILDING C1 TAX COLLECTOR	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/5/2024	C
0001071337	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWF	12/5/2024	4213675501	246.86	4500226749	1/4/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/5/2024	C
0001071483	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/20/2024	0F24589555	459.45	4500234645	1/5/2025	MARGOOD HARBOR PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071484	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/20/2024	0F24589582	459.45	4500234645	1/5/2025	MARCO ISLAND LIBRARY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071485	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/20/2024	0F24589583	918.90	4500234645	1/5/2025	MARCO ISLAND MUSEUM	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071495	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/22/2024	0F24589632	918.90	4500234645	1/5/2025	PARADISE COAST PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071499	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/26/2024	0F24590132	459.45	4500234645	1/5/2025	PARADISE COAST COMPLEX	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071500	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/22/2024	0F24589630	459.45	4500234645	1/5/2025	PARADISE COAST PARK-MAIN	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071503	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/22/2024	0F24589631	459.45	4500234645	1/5/2025	PARADISE COAST PARK - COVE	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071505	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/22/2024	0F24589584	459.45	4500234645	1/5/2025	MARCO ISLAND RECYCLE CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071557	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/18/2024	0F24588706	299.00	4500234645	1/5/2025	BUILDING L - COURTHOUSE	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071560	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/15/2024	0F24152625	375.00	4500234645	1/5/2025	BUILDING J-J3 NEW JAIL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071561	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/15/2024	0F24588655	150.00	4500234645	1/5/2025	BUILDING H	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071562	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/17/2024	0F24588674	357.00	4500234645	1/5/2025	EAST NAPLES PARK WELCOME	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071718	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/27/2024	0F24590171	459.45	4500234645	1/5/2025	NCRP SOFTBALL FIELD CONCESSION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071720	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/26/2024	0F24590134	459.45	4500234645	1/5/2025	NCRP EXHIBITION HALL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071721	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/26/2024	0F24590133	459.45	4500234645	1/5/2025	NCRP ADMINISTRATION BLDG	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071723	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/25/2024	0F24590048	459.45	4500234645	1/5/2025	NCRP SUN N FUN POOL CONCESSION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071724	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/22/2024	0F24153286	211.02	4500234645	1/5/2025	MARCO ISLAND RECYCLE CENT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071725	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/25/2024	0F24589633	459.45	4500234645	1/5/2025	NCRP MAINTENANCE	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071727	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/25/2024	0F24589634	459.45	4500234645	1/5/2025	NCRP SUN N FUN	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071735	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/19/2024	0F24153176	450.00	4500234645	1/5/2025	CENTRAL LIBRARY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071737	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24153344	459.45	4500234645	1/5/2025	GOLDEN GATE CCSO	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071739	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24153346R	459.45	4500234645	1/5/2025	GOLDEN GATE PUBLIC LIBRARY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071745	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/7/2024	0F24588860	508.00	4500234645	1/5/2025	HERITAGE BAY GOVT CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071747	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/27/2024	0F24590135	351.00	4500234645	1/5/2025	NE RECYCLING DROP OFF CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001071748	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/15/2024	0F24153098R	285.00	4500226478	1/5/2025	GMD P&R DEVELOPMENT SERVICES	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071750	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/18/2024	0F24589431	95.00	4500234645	1/5/2025	CCSO SPECIAL OPS	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071751	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/18/2024	0F24589432	190.00	4500234645	1/5/2025	CID SHERIFF STATION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071753	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/18/2024	0F24589509	140.00	4500234645	1/5/2025	IMMOKALEE FACILITIES- FUEL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071755	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/27/2024	0F24590136	140.00	4500234645	1/5/2025	EMS # 3/HELICOPTER OPS	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001071757	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/7/2024	0F24588859	338.00	4500234645	1/5/2025	BUILDING J-J3 NEW JAIL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
			CINTAS CORPORATION Count		**75**								
			CINTAS CORPORATION Total				**$35,608.95**						
0001067560	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	11/20/2024	9322368482	3,010.92	4500233859	12/18/2024	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	11/20/2024	A
0001068270	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	11/22/2024	9326005171	5,424.40	4500233859	12/20/2024	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	11/22/2024	A
0001068748	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	11/25/2024	9326133593	98.88	4500234660	12/23/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/25/2024	A
0001069353	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	11/27/2024	9330196313	301.98	4500227281	12/25/2024	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR	11/27/2024	A
0001069356	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	11/27/2024	9329111430	2,269.44	4500233399	12/25/2024	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	11/27/2024	A
0001069371	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	11/29/2024	9330352858	290.34	4500233858	12/27/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	11/29/2024	A
0001070106	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/2/2024	9330926826	7,027.57	4500233858	12/30/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/2/2024	A
0001070107	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/2/2024	9330926834	1,083.37	4500233858	12/30/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/2/2024	A
0001070121	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/2/2024	9331271354	128.17	4500233399	12/30/2024	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/2/2024	A
0001070128	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/2/2024	9331431560	15,437.30	4500233858	12/30/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/2/2024	A
0001070133	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/2/2024	9331718552	216.36	4500233858	12/30/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/2/2024	A
0001070135	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/2/2024	9332174490	236.78	4500233859	12/30/2024	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/2/2024	A
0001070136	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/2/2024	9331718560	1,521.72	4500233858	12/30/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/2/2024	A
0001070137	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/2/2024	9331718545	146.13	4500233858	12/30/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/2/2024	A
0001070138	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/2/2024	9332265397	802.72	4500234660	12/30/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/2/2024	A
0001070559	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/3/2024	9332721993	74.88	4500233858	1/1/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/4/2024	A
0001070561	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/3/2024	9332982298	1,281.19	4500233399	1/1/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/4/2024	A
0001070565	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/3/2024	9332982322	2,493.77	4500233399	1/1/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/4/2024	A
0001070569	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/3/2024	9332982389	28.95	4500233399	1/1/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/4/2024	A
0001070573	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/3/2024	9332982439	137.94	4500233399	1/1/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/4/2024	A
0001070578	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/3/2024	9332982447	144.57	4500233399	1/1/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/4/2024	A
0001070587	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/3/2024	9332407023	1,938.17	4500233858	1/1/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/4/2024	A
0001070588	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/3/2024	9332407031	40.84	4500233858	1/1/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/4/2024	A
0001070589	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/3/2024	9332407049	10.14	4500233858	1/1/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/4/2024	A
0001070590	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/3/2024	9332521591	67.76	4500233399	1/1/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/4/2024	A
0001070599	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/3/2024	9332407056	11.95	4500233858	1/1/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/4/2024	A
0001070889	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/4/2024	9333777457	530.48	4500233858	1/2/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/5/2024	A
0001070893	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/4/2024	9333777473	49.90	4500233399	1/2/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/5/2024	A
0001070900	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/4/2024	9333919430	424.32	4500233858	1/2/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/5/2024	A
0001070904	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/4/2024	9334061810	175.83	4500233858	1/2/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/5/2024	A
0001070905	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/4/2024	9333919448	153.22	4500233399	1/2/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/5/2024	A
0001070906	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/4/2024	9334069953	32.39	4500233399	1/2/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/5/2024	A
0001070910	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/4/2024	9334069979	124.80	4500233858	1/2/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/5/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001070912	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/4/2024	9334582377	6,345.00	4500233858	1/2/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/5/2024	A
0001070915	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/4/2024	9334582385	150.77	4500233858	1/2/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/5/2024	A
0001070916	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/4/2024	9334782639	124.48	4500233399	1/2/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/5/2024	A
0001070917	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/4/2024	9334782621	13.39	4500233399	1/2/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/5/2024	A
0001070918	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/4/2024	9334582369	156.59	4500233399	1/2/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/5/2024	A
0001071343	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/5/2024	9335773165	2,970.00	4500233859	1/3/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/6/2024	A
0001071346	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/5/2024	9335773199	46.64	4500233859	1/3/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/6/2024	A
0001071347	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/5/2024	9335773157	2,433.18	4500233859	1/3/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/6/2024	A
0001071349	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/5/2024	9335773223	467.15	4500233399	1/3/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/6/2024	A
0001071350	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/5/2024	9335773231	84.63	4500233399	1/3/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/6/2024	A
0001071351	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/5/2024	9335773249	104.51	4500233399	1/3/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/6/2024	A
0001071353	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/5/2024	9335773181	93.81	4500233859	1/3/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/6/2024	A
0001071358	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/5/2024	9336190237	60.22	4500233399	1/3/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/6/2024	A
0001071367	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/5/2024	9336974408	25.35	4500233399	1/3/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/6/2024	A
0001071791	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/6/2024	9336966727	126.10	4500233399	1/4/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/7/2024	A
0001071792	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/6/2024	9337365838	45.85	4500233399	1/4/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/7/2024	A
0001071795	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/6/2024	9337365846	34.88	4500233399	1/4/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/7/2024	A
0001071797	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/6/2024	9337898036	610.90	4500233859	1/4/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/7/2024	A
0001072214	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/9/2024	9340293290	633.94	4500233399	1/7/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072216	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/9/2024	9339604036	36.40	4500233399	1/7/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072223	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/9/2024	9340293308	272.70	4500233399	1/7/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072225	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/9/2024	9340298992	737.33	4500233399	1/7/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072228	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/9/2024	9339383425	79.21	4500233399	1/7/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072231	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/9/2024	9339604010	966.88	4500233858	1/7/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/10/2024	A
0001072522	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/10/2024	9341395433	904.93	4500233399	1/8/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072525	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/10/2024	9340705624	18.32	4500233399	1/8/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072527	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/10/2024	9340802769	83.30	4500233399	1/8/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072531	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/10/2024	9340974667	82.40	4500233859	1/8/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/11/2024	A
0001072533	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/10/2024	9341147404	451.40	4500233859	1/8/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/11/2024	A
0001072534	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/10/2024	9341395391	17.28	4500233399	1/8/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072537	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/10/2024	9341395383	772.95	4500233399	1/8/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072540	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/10/2024	9341395409	26.75	4500233399	1/8/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072770	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/11/2024	9342337640	40.04	4500233399	1/9/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/12/2024	A
0001072771	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/11/2024	9342718401	496.90	4500233399	1/9/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/12/2024	A
0001072780	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/11/2024	9343742079	4,322.88	4500233399	1/9/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/12/2024	A
0001072783	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/11/2024	9342975662	46.40	4500233399	1/9/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/12/2024	A
0001073078	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/12/2024	9344341723	3,302.19	4500233399	1/9/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/12/2024	A
0001073090	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/12/2024	9344341731	1,048.75	4500233858	1/9/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/12/2024	A
0001073093	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/12/2024	9344826772	1,482.41	4500233859	1/9/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/12/2024	A
0001073415	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/13/2024	9345432216	1,349.89	4500233399	1/10/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001073419	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/13/2024	9345432232	20.94	4500233858	1/10/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/13/2024	A
0001073425	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/13/2024	9345690110	1,540.76	4500233858	1/10/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/13/2024	A
0001073426	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/13/2024	9345690128	239.28	4500233399	1/10/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A
0001073427	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/13/2024	9345690144	90.33	4500233858	1/10/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/13/2024	A
0001073431	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/13/2024	9345690136	124.80	4500233858	1/10/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/13/2024	A
0001073432	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/13/2024	9346110951	1,693.65	4500233399	1/10/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A
0001073433	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/13/2024	9346345730	594.60	4500233399	1/10/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A
0001073436	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/13/2024	9346345748	87.82	4500233399	1/10/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A
0001073438	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/13/2024	9346422653	543.85	4500233399	1/10/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A
			GRAINGER INDUSTRIAL SUPPLY Count		**82**								
			GRAINGER INDUSTRIAL SUPPLY Total				**$81,719.91**						
0001066113	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	11/14/2024	9339774360	11,831.90	4500234551	12/13/2024	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/15/2024	A
0001070140	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	12/2/2024	9339980511	2,558.41	4500234551	12/31/2024	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/3/2024	A
0001071799	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	12/6/2024	9340055518	3,622.40	4500234551	1/4/2025	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/7/2024	A
0001072232	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	12/9/2024	9340073962	211.86	4500234551	1/7/2025	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/10/2024	A
0001072233	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	12/9/2024	9340073963	281.13	4500234551	1/7/2025	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/10/2024	A
			GRAYBAR ELECTRIC COMPANY INC Count		**5**								
			GRAYBAR ELECTRIC COMPANY INC Total				**$18,505.70**						
			Grand Count		**164**								
			Total Piggyback Contracts With Purchase				**$479,429.54**						
			Grand Count		**1131**								
			Grand Total				**$4,908,405.80**						

AA	Airport	EM	Emergency Management	MUS	Museum	SW	Solid Waste
ASA	Administrative Services	EMS	Emergency Medical Service	OFD	Ochopee Fire Department	TA	Transportation Admin
BCC	Commissioners	ESD	Environmental Services	PAC	Real Estate Services	TD	Tourism Development
BED	Business and Economic Dev	FLE	Fleet	PAD	Parks Administration	TEC	Transportation Engineering
BM	Budget Management	FM	Facilities Management	PBD	Pelican Bay Division	TG	Road Maintenance
BRP	Building Review Permit	HO	Helicopter Operations	PC	Pollution Control	TO	Traffic Operations
CA	County Attorney	HR	Human Resources	PR	Parks & Rec	TP	Transportation
CC	Conservation Collier	HS	Housing Service	PSA	Public Service Admin	UB	Utility Billing
CCR	Community Customer Relations	ICF	Isle of Capri Fire	PUE	Utility Engineering	UEX	University Extension
CDA	Community Development Admin	ICR	Immokalee Community Revelopment	PUL	Public Utilities Logistics	VS	Vetrans Services
CDO	CDES Operations	IFA	Impact Fee Admin	PUO	Public Utilities Operations	WAO	Water Admin & Ops
CE	Code Enforcement	IT	Information Technology	PUR	Purchasing	WT	Water
CP	Comp Planning	ITD	Information Technology Development	RM	Risk Management	WW	Wastewater
CRA	Bayshore Comm. Revelopment	ITN	Information Technology Network	SA	State's Attorney	Z1-3	Public Utilities Projects
CTA	Court Admin	ITR	IT Radio	SS	Human Svcs/Senior Svcs	Z4-5	Facilities Projects
CZM	Coastal Zone Management	LIB	Library	STO	Stormwater	ZLD	Zoning Land Development
DAS	Domestic Animal Services						

Collier County Board of County Commissioners

P-Card Transactions Pending Board Approval

As of 12/18/2024

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6214-34	JPMV	JESSICA ARENCIBIA	140480	800 MHZ INTERGOVER	DUES AND MEMBERSHIPS	11/15/2024	11/18/2024	12/18/2024	12/25/2024	101395641	APCO INTERNATIONAL INC	108.00	MAINTAIN RADIO COMMUNICATION OPERATIONS
6217-22	JPMV	JESSICA ARENCIBIA	140480	800 MHZ INTERGOVER	DUES AND MEMBERSHIPS	11/20/2024	11/21/2024	12/18/2024	12/25/2024	101395642	MOTOROLA T USERS GROUP	50.00	MAINTAIN RADIO COMMUNICATION OPERATIONS
6219-32	JPMV	JESSICA ARENCIBIA	140480	800 MHZ INTERGOVER	DUES AND MEMBERSHIPS	11/22/2024	11/25/2024	12/18/2024	12/25/2024	101395643	APCO INTERNATIONAL INC	108.00	MAINTAIN RADIO COMMUNICATION OPERATIONS
6222-17	JPMV	JESSICA ARENCIBIA	140480	800 MHZ INTERGOVER	OTHER OPERATING SUPPLIES	11/27/2024	11/29/2024	12/18/2024	12/25/2024	101395644	AMAZON.COM*Z33FQ83P2	130.09	Maintain Radio System Operations
6223-6	JPMV	JESSICA ARENCIBIA	140480	800 MHZ INTERGOVER	OTHER OPERATING SUPPLIES	11/29/2024	12/02/2024	12/18/2024	01/25/2025	101395539	AMAZON MKTPL*Z34LZ88W2	175.00	Maintain Radio System Operations
6228-36	JPMV	JESSICA ARENCIBIA	140480	800 MHZ INTERGOVER	POSTAGE FREIGHT AND UPS	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395538	LOCUSUSA	340.00	MAINTAIN RADIO COMMUNICATION OPERATIONS
6207-15	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER MISCELLANEOUS SERVICES	11/05/2024	11/07/2024	12/16/2024	12/25/2024	101394944	DBA RSW PARKING RSW PARKI	7.00	MAINTAIN AIRPORT OPERATIONS & SVCS
6226-14	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101394945	WM SUPERCENTER #3417	157.94	SEE CREDIT ON TRX 6227-18
6226-15	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER TRAINING EDUCATIONAL EXPENSES	12/03/2024	12/05/2024	12/16/2024	01/25/2025	101394943	AMERICAN ASSOCIATION O	2,330.00	PROFESSIONAL DEVELOPMENT- R.NAUTH, E.HARTMANN
6221-26	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER OPERATING SUPPLIES	11/26/2024	11/27/2024	12/18/2024	12/25/2024	101395680	IN *GIFTS N MORE LLC	270.07	MAINTAIN AIRPORT OPS & SVCS
6216-50	JPMV	KEYSA JORGE	156344	ATHLETIC PROGRAMS	OTHER OPERATING SUPPLIES	11/19/2024	11/20/2024	12/05/2024	12/25/2024	101393077	AMAZON MKTPL*P76WJ0I33	911.67	SUPPORT SERVICE DELIVERY
6217-54	JPMV	KEYSA JORGE	156344	ATHLETIC PROGRAMS	OTHER OPERATING SUPPLIES	11/20/2024	11/21/2024	12/11/2024	12/25/2024	101394392	AMZN MKTP US*F82Y31ZX3	201.60	SUPPORT SERVICE DELIVERY
6217-55	JPMV	KEYSA JORGE	156344	ATHLETIC PROGRAMS	OTHER OPERATING SUPPLIES	11/19/2024	11/21/2024	12/11/2024	12/25/2024	101394394	ELECTRO-MECH SCOREBOARD C	680.00	SUPPORT SERVICE DELIVERY
6223-20	JPMV	KEYSA JORGE	156344	ATHLETIC PROGRAMS	OTHER OPERATING SUPPLIES	11/29/2024	12/02/2024	12/11/2024	01/25/2025	101394393	AMAZON MKTPL*Z36E61AL1	339.50	SUPPORT SERVICE DELIVERY
6220-17	JPMV	KEYSA JORGE	156344	ATHLETIC PROGRAMS	OTHER OPERATING SUPPLIES	11/25/2024	11/26/2024	12/17/2024	12/25/2024	101395056	DOHAPPYBOUN	7,475.00	SUPPORT SERVICE DELIVERY
6199-86	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	10/25/2024	10/28/2024	12/13/2024	11/25/2024	101394776	EMBASSY SUITES DWNTWN	654.02	Hotel accommodations for staff
6199-87	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	10/25/2024	10/28/2024	12/13/2024	11/25/2024	101394777	EMBASSY SUITES DWNTWN	570.02	Hotel accommodations for staff
6199-90	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	10/25/2024	10/28/2024	12/13/2024	11/25/2024	101394778	PAM IORIO GARAGE DAILY	44.00	PARKING FEE FOR FRA CONFERENCE
6201-25	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER CONTRACTUAL SERVICES	10/30/2024	10/30/2024	12/13/2024	11/25/2024	101394780	SUNPASS*ACC122427202	9.54	TOLL FOR STAFF TRAVEL
6204-61	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	CELLULAR TELEPHONE	11/02/2024	11/04/2024	12/16/2024	12/25/2024	101394902	VZWRLSS*MY VZ VB P	167.53	Monthly cell phone bills
6204-62	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	CELLULAR TELEPHONE	11/02/2024	11/04/2024	12/16/2024	12/25/2024	101394903	VZWRLSS*BILL PAY VB	290.04	Monthly cell phone bills
6219-109	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	11/21/2024	11/25/2024	12/17/2024	12/25/2024	101395064	NAPLES BOTANICAL GARDE	1,200.00	PLANTS FOR BRIDGE MEDIAN
6227-59	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	12/04/2024	12/06/2024	12/17/2024	01/25/2025	101395065	THE HOME DEPOT #6348	31.01	Supplies for Bayshore tree lighting
6227-60	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	12/04/2024	12/06/2024	12/17/2024	01/25/2025	101395067	THE HOME DEPOT #6348	63.64	Supplies for Bayshore tree lighting
6227-61	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	12/04/2024	12/06/2024	12/17/2024	01/25/2025	101395069	AMERICAN FARMS LLC	79.75	PLANTS FOR BAYSHORE HOLIDAY TREE LIGHTING
6227-62	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	12/04/2024	12/06/2024	12/17/2024	01/25/2025	101395071	AMERICAN FARMS LLC	105.00	PLANTS FOR BAYSHORE HOLIDAY TREE LIGHTING
6227-41	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	CELLULAR TELEPHONE	12/05/2024	12/06/2024	12/18/2024	01/25/2025	101395677	VZWRLSS*BILL PAY VB	152.58	CRA monthly cell phone bill
6211-30	JPMV	LOUISE JARVIS	100022	BCC - DISTRICT 2	OTHER MISCELLANEOUS SERVICES	11/13/2024	11/13/2024	12/18/2024	12/25/2024	101395683	MAILCHIMP	270.00	COMMUNICATION WITH CONSTITUENTS
6207-3	JPMV	SUE FILSON	100023	BCC - DISTRICT 3	MARKETING AND PROMOTIONAL	11/07/2024	11/07/2024	12/17/2024	12/25/2024	101395094	MAILCHIMP	977.50	NEWSLETTER TO CONSTITUENTS
6213-1	JPMV	SARINA FRANCIS	100024	BCC - DISTRICT 4	OTHER MISCELLANEOUS SERVICES	11/15/2024	11/15/2024	12/18/2024	12/25/2024	101395622	MAILCHIMP	410.00	TO COMMUNICATE WITH CONSTITUENTS OF COLLIER COUNTY
6104-6	JPMV	CRISTINA TIBERIA	100025	BCC - DISTRICT 5	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	07/12/2024	07/15/2024	12/05/2024	08/25/2024	101393025	PGA NATIONAL RESORT	224.87	EXPENSE- COMMISSIONER DUTIES-NACO EELU CONF. Hotel Stay
6217-34	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	CLOTHING AND UNIFORM PURCHASES	11/19/2024	11/21/2024	12/16/2024	12/25/2024	101394936	CUSTOMTEESNOW	1,529.19	STAFF UNIFORMS
6217-35	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	CLOTHING AND UNIFORM PURCHASES	11/19/2024	11/21/2024	12/16/2024	12/25/2024	101394937	CUSTOMTEESNOW	1,069.22	STAFF UNIFORMS
6217-36	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	CLOTHING AND UNIFORM PURCHASES	11/20/2024	11/21/2024	12/16/2024	12/25/2024	101394938	HALLOWEENCOSTUMES.COM	226.48	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6218-17	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	CLOTHING AND UNIFORM PURCHASES	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101394940	HALLOWEENCOSTUMES.COM	(12.54)	ORIGINAL 6217-36
6224-7	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER TRAINING EDUCATIONAL EXPENSES	12/02/2024	12/03/2024	12/16/2024	01/25/2025	101394941	AMERICAN RED CROSS	215.00	PROFESSIONAL DEVELOPMENT FOR STAFF
6229-10	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395147	AMAZON MKTPL*ZX79G5LV2	1,320.55	SUPPORT SERVICE DELIVERY
6217-6	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OTHER OPERATING SUPPLIES	11/19/2024	11/21/2024	12/18/2024	12/25/2024	101395670	THE HOME DEPOT #6348	24.33	Materials and supplies used to repair equipment
6217-7	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OTHER OPERATING SUPPLIES	11/20/2024	11/21/2024	12/18/2024	12/25/2024	101395672	AMAZON MKTPL*YU82675T3	9.89	Fuses used on Munson Vessel
6221-16	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OTHER OPERATING SUPPLIES	11/25/2024	11/27/2024	12/18/2024	12/25/2024	101395673	THE HOME DEPOT #6348	119.00	Supplies need for staff use
6221-17	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OTHER OPERATING SUPPLIES	11/25/2024	11/27/2024	12/18/2024	12/25/2024	101395674	WEST MARINE #1304	195.92	MISC TOOLS USED FOR WORK AREAS FOR COASTAL ZONE STAFF
6226-5	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OTHER OPERATING SUPPLIES	12/03/2024	12/05/2024	12/18/2024	01/25/2025	101395676	THE HOME DEPOT #6348	29.45	Materials and supplies used to repair equipment
6226-2	JPMV	CHRISTINE SCHAAL	156367	BIG CRKSCRW ISLND PK	OTHER MISCELLANEOUS SERVICES	12/04/2024	12/05/2024	12/13/2024	01/25/2025	101394785	AMAZON MKTPL*ZL0KC52S0	269.91	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6197-55	JPMV	CHRISTINE SCHAAL	156367	BIG CRKSCRW ISLND PK	OTHER OPERATING SUPPLIES	10/23/2024	10/24/2024	12/16/2024	11/25/2024	101394900	JACK AND ANN'S FEED & SU	1,375.00	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6226-3	JPMV	CHRISTINE SCHAAL	156367	BIG CRKSCRW ISLND PK	OTHER MISCELLANEOUS SERVICES	12/04/2024	12/05/2024	12/18/2024	01/25/2025	101395522	SUTHERLAND GENERAL STORE	3,747.00	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6216-4	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	MARKETING AND PROMOTIONAL	11/19/2024	11/20/2024	12/11/2024	12/25/2024	101394397	IN *MEGA GRAPHX	2,995.00	WRAP FOR CHRISTMAS PARADE IN NAPLES
6218-6	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER MISCELLANEOUS SERVICES	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101395000	WWW.MAILINGSUPPLIES.COM	608.52	PROVIDE TICKETS TO THE PUBLIC
6219-12	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OFFICE SUPPLIES GENERAL	11/21/2024	11/25/2024	12/16/2024	12/25/2024	101394996	ODP BUS SOL LLC # 101165	126.44	Office supplies for county use
6222-7	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	MARKETING AND PROMOTIONAL	11/27/2024	11/29/2024	12/16/2024	12/25/2024	101394999	TECH-TRONICS PRODUCTIONS	229.98	PROVIDE EQUIPMENT TO BUS DURING EVENT
6222-8	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER MISCELLANEOUS SERVICES	11/27/2024	11/29/2024	12/16/2024	12/25/2024	101394998	PAYPAL *EXPLORITECH	575.00	PROVIDE WEBSITE FOR PUBLIC
6222-9	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OFFICE SUPPLIES GENERAL	11/25/2024	11/29/2024	12/16/2024	12/25/2024	101394997	ODP BUS SOL LLC # 101165	39.70	Office supplies for county use
6219-64	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	PRINTING AND OR BINDING OUTSIDE VENDORS	11/22/2024	11/25/2024	12/18/2024	12/25/2024	101395584	STICKER MULE	126.00	FREIGHT
6232-44	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	PRINTING AND OR BINDING OUTSIDE VENDORS	12/11/2024	12/12/2024	12/18/2024	01/25/2025	101395585	MARQ	360.00	TO CREATE TRANSIT MARKETING MATERIALS FOR THE PUBLIC
6241-44	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	12/12/2024	12/13/2024	12/18/2024	01/25/2025	101395521	4IMPRINT, INC	848.88	FREIGHT
6181-52	JPMV	ANTONIO DOMINGUEZ	155930	CLIENT ASSISTANCE	OTHER MISCELLANEOUS SERVICES	10/12/2024	10/14/2024	12/16/2024	11/25/2024	101394911	BEST WESTERN HOTELS	235.32	Provide grant funded disaster assistance
6195-49	JPMV	ANTONIO DOMINGUEZ	155930	CLIENT ASSISTANCE	OTHER MISCELLANEOUS SERVICES	10/15/2024	10/22/2024	12/16/2024	11/25/2024	101394939	BEST WESTERN HOTELS	(163.00)	Provide grant funded disaster assistance
6211-46	JPMV	ANTONIO DOMINGUEZ	155930	CLIENT ASSISTANCE	OTHER MISCELLANEOUS SERVICES	11/06/2024	11/13/2024	12/16/2024	12/25/2024	101394912	BEST WESTERN HOTELS	(77.71)	Provide grant funded disaster assistance
6222-27	JPMV	ANTONIO DOMINGUEZ	155930	CLIENT ASSISTANCE	OTHER TRAINING EDUCATIONAL EXPENSES	11/27/2024	11/29/2024	12/16/2024	12/25/2024	101394942	TDA CONSULTING	745.00	Maintain professional certification/accreditation
6225-20	JPMV	ANTONIO DOMINGUEZ	155930	CLIENT ASSISTANCE	OFFICE SUPPLIES GENERAL	12/02/2024	12/04/2024	12/16/2024	01/25/2025	101394946	ODP BUS SOL LLC # 105910	48.68	Provide misc. office supplies for staff
6207-36	JPMV	ANTONIO DOMINGUEZ	155930	CLIENT ASSISTANCE	OFFICE EQUIPMENT R AND M	11/06/2024	11/07/2024	12/17/2024	12/25/2024	101395131	AAA BLIND FACTORY	1,170.00	PROVIDE MISC OFFICE SUPPLIES FOR STAFF
6225-19	JPMV	ANTONIO DOMINGUEZ	155930	CLIENT ASSISTANCE	OFFICE SUPPLIES GENERAL	12/02/2024	12/04/2024	12/18/2024	01/25/2025	101395655	ODP BUS SOL LLC # 101165	503.81	Provide misc. office supplies for staff
6241-70	JPMV	KELLY ARNOLD	210151	CLIENT BILLING	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	12/18/2024	01/25/2025	101395660	ODP BUS SOL LLC # 101165	364.01	Office goods for staff to perform daily functions.
6221-14	JPMV	TAMARA LYNN ALTHOUSE	100510	CO ATTORNEY STAFF	OTHER TRAINING EDUCATIONAL EXPENSES	11/26/2024	11/27/2024	12/18/2024	12/25/2024	101395678	EEOC TRAINING INST	275.00	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
6221-7	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	11/26/2024	11/27/2024	12/11/2024	12/25/2024	101394391	AMAZON MKTPL*GI09H59X3	88.25	PROVIDE OPERATING SUPPLIES FOR GMCDD
6219-5	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OUT OF COUNTY TRAVEL REGULAR BUSINESS	11/22/2024	11/25/2024	12/12/2024	12/25/2024	101394418	HAMPTON INNS	755.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6219-6	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OUT OF COUNTY TRAVEL REGULAR BUSINESS	11/22/2024	11/25/2024	12/12/2024	12/25/2024	101394419	HAMPTON INNS	755.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6220-2	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OFFICE SUPPLIES GENERAL	11/25/2024	11/26/2024	12/12/2024	12/25/2024	101394417	AMZN MKTP US*FH3XG50G3	33.24	PROVIDE OPERATING SUPPLIES FOR GMCDD
6221-5	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	PERSONAL SAFETY EQUIPMENT	11/26/2024	11/27/2024	12/12/2024	12/25/2024	101394416	AMZN MKTP US*AE5ZC4ZV3	394.95	PROVIDE OPERATING SUPPLIES FOR GMCDD
6221-6	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	PERSONAL SAFETY EQUIPMENT	11/26/2024	11/27/2024	12/12/2024	12/25/2024	101394414	AMAZON MKTPL*Z34G55AW0	177.48	PROVIDE OPERATING SUPPLIES FOR GMCDD
6221-9	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OFFICE SUPPLIES GENERAL	11/26/2024	11/27/2024	12/12/2024	12/25/2024	101394415	AMAZON.COM*UP3PN82M3	5.93	PROVIDE OPERATING SUPPLIES FOR GMCDD
6221-11	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	11/26/2024	11/27/2024	12/12/2024	12/25/2024	101394410	THERO REALTRUCK	1,149.99	PROVIDE OPERATING EQUIPMENT FOR GMCDD

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6222-2	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	11/29/2024	11/29/2024	12/12/2024	12/25/2024	101394412	AMAZON MKTPL*Z32NV5TM1	136.37	PROVIDE OPERATING SUPPLIES FOR GMCDD
6223-1	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	PERSONAL SAFETY EQUIPMENT	11/29/2024	12/02/2024	12/12/2024	01/25/2025	101394411	AMAZON MKTPL*Z30H36T91	78.99	PROVIDE OPERATING SUPPLIES FOR GMCDD
6225-6	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	12/04/2024	12/04/2024	12/16/2024	01/25/2025	101395030	IPAD RECEPTIONIST	1,197.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6226-11	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OFFICE SUPPLIES GENERAL	12/02/2024	12/05/2024	12/16/2024	01/25/2025	101395031	ODP BUS SOL LLC # 101165	208.90	PROVIDE OPERATING SUPPLIES FOR GMCDD
6206-4	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	MINOR OPERATING EQUIPMENT	11/05/2024	11/06/2024	12/17/2024	12/25/2024	101395057	AMAZON MKTPLACE PMTS	(44.99)	PROVIDE OPERATING SUPPLIES FOR GMCDD
6221-23	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	EMPLOYEE NOTARY BONDS	11/26/2024	11/27/2024	12/17/2024	12/25/2024	101395058	BUDGET NOTARY SERVICES	90.95	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
6222-13	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	MINOR OPERATING EQUIPMENT	11/27/2024	11/29/2024	12/17/2024	12/25/2024	101395061	HOMEDEPOT.COM	24.98	PROVIDE OPERATING EQUIPMENT FOR GMCDD
6222-14	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	MINOR OPERATING EQUIPMENT	11/26/2024	11/29/2024	12/17/2024	12/25/2024	101395062	HOMEDEPOT.COM	36.98	PROVIDE OPERATING EQUIPMENT FOR GMCDD
6223-4	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	COMPUTER SOFTWARE	12/01/2024	12/02/2024	12/17/2024	01/25/2025	101395059	CANVA* I04352-47308636	120.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6226-12	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER MISCELLANEOUS SERVICES	12/04/2024	12/05/2024	12/17/2024	01/25/2025	101395060	GSL INVESTMENT	37.50	PROVIDE OPERATING SUPPLIES FOR GMCDD
6214-6	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	11/15/2024	11/18/2024	12/18/2024	12/25/2024	101395637	CDW GOVT #AB5478Z	105.00	PROVIDE OPERATING EQUIPMENT FOR GMCDD
6219-3	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	DUES AND MEMBERSHIPS	11/22/2024	11/25/2024	12/18/2024	12/25/2024	101395638	FFMA	140.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6219-4	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	DUES AND MEMBERSHIPS	11/22/2024	11/25/2024	12/18/2024	12/25/2024	101395639	ASFPM	180.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6228-23	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	MINOR OPERATING EQUIPMENT	12/08/2024	12/09/2024	12/18/2024	01/25/2025	101395600	AMAZON MKTPL*ZX0D34FJ2	368.90	PROVIDE OPERATING EQUIPMENT FOR GMCDD
6228-24	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395602	AMAZON MKTPL*ZR2176XV0	99.06	PROVIDE OPERATING SUPPLIES FOR GMCDD
6228-25	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395604	GRAMMARLY CO*W6FEJOL	144.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6227-38	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OFFICE SUPPLIES GENERAL	12/03/2024	12/06/2024	12/17/2024	01/25/2025	101395113	ODP BUS SOL LLC # 101165	25.41	Daily office supplies
6228-67	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OFFICE SUPPLIES GENERAL	12/05/2024	12/09/2024	12/17/2024	01/25/2025	101395114	ODP BUS SOL LLC # 101165	26.57	Daily office supplies - AA Alkaline Batteries
6229-26	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OFFICE SUPPLIES GENERAL	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395115	AMAZON RETA* ZR7A02PQ1	911.16	Daily office supplies - Office chairs
6215-8	JPMV	MIRLANDE JEAN-BAPTISTE	100120	CORP PLAN AND PERF	OTHER TRAINING EDUCATIONAL EXPENSES	11/18/2024	11/19/2024	12/18/2024	12/25/2024	101395588	FL SC IIA	30.00	ONLINE CLASS TO OBTAIN CPES FOR CERT & EXCEL KNOWLEDGE
6225-21	JPMV	MIRLANDE JEAN-BAPTISTE	100120	CORP PLAN AND PERF	MINOR DATA PROCESSING EQUIPMENT	12/03/2024	12/04/2024	12/18/2024	01/25/2025	101395590	CDW GOVT #AB7ZD8K	404.00	Docking station
6226-33	JPMV	MIRLANDE JEAN-BAPTISTE	100120	CORP PLAN AND PERF	DUES AND MEMBERSHIPS	12/04/2024	12/05/2024	12/18/2024	01/25/2025	101395591	INFORMATION SYSTEM AUDIT	185.00	MEMBERSHIP DUES FOR EDREVA TO HELP PROMOTE CC
6209-41	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OFFICE SUPPLIES GENERAL	11/08/2024	11/11/2024	12/16/2024	12/25/2024	101394960	AMZN MKTP US*YS6EM7LL3	16.95	Office supplies
6209-42	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OFFICE SUPPLIES GENERAL	11/10/2024	11/11/2024	12/16/2024	12/25/2024	101394961	AMAZON RETA* SE9P74CF3	69.99	Office supplies
6216-37	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OTHER OPERATING SUPPLIES	11/19/2024	11/20/2024	12/16/2024	12/25/2024	101394962	AMAZON MKTPL*XH7BR4UM3	599.97	Supplies for CMO
6222-31	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	DUES AND MEMBERSHIPS	11/27/2024	11/29/2024	12/16/2024	12/25/2024	101395032	ICMA ONLINE	1,200.00	MEMBERSHIP FEE - ICMA
6225-22	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	PRINTING AND OR BINDING OUTSIDE VENDORS	12/03/2024	12/04/2024	12/16/2024	01/25/2025	101394963	DIRECT IMPRESSIONS	27.50	BUSINESS CARDS - I BARNWELL
6218-22	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/21/2024	11/22/2024	12/11/2024	12/25/2024	101394372	AMAZON MKTPL*OA12X2W23	19.85	office supplies
6218-24	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/20/2024	11/22/2024	12/11/2024	12/25/2024	101394382	ODP BUS SOL LLC # 101165	22.81	office supplies
6219-43	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/24/2024	11/25/2024	12/11/2024	12/25/2024	101394373	AMAZON MKTPL*OM5FN1IS3	16.95	office supplies
6219-44	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/22/2024	11/25/2024	12/11/2024	12/25/2024	101394380	AMZN MKTP US*WW4PA2HX3	336.75	office supplies
6219-45	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/22/2024	11/25/2024	12/11/2024	12/25/2024	101394383	ODP BUS SOL LLC # 101165	28.00	office supplies
6219-46	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/22/2024	11/25/2024	12/11/2024	12/25/2024	101394384	ODP BUS SOL LLC # 101165	26.00	office supplies
6219-47	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/21/2024	11/25/2024	12/11/2024	12/25/2024	101394385	ODP BUS SOL LLC # 101165	22.19	office supplies
6219-48	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/24/2024	11/25/2024	12/11/2024	12/25/2024	101394375	AMAZON RETA* 3N3BZ79D3	151.96	office supplies
6222-29	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/26/2024	11/29/2024	12/11/2024	12/25/2024	101394386	ODP BUS SOL LLC # 101165	86.00	office supplies
6223-13	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/02/2024	12/02/2024	12/11/2024	01/25/2025	101394374	AMAZON MKTPL*Z35VQ1751	63.48	office supplies
6223-14	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/29/2024	12/02/2024	12/11/2024	01/25/2025	101394378	AMAZON RETA* Z35ZJ6AU1	110.99	office supplies
6226-32	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/11/2024	01/25/2025	101394381	FSP*NCSC	495.00	EMPLOYEE TRAINING AND DEVELOPMENT
6221-36	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/26/2024	11/27/2024	12/17/2024	12/25/2024	101395118	OAK HALL CAP & GOWN	531.95	JUDGES ROBE
6222-28	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	11/28/2024	11/29/2024	12/17/2024	12/25/2024	101395119	STAPLS7646553060000001	312.24	office supplies
6226-31	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/17/2024	01/25/2025	101395120	AMAZON MKTPL*ZR72M3CN2	7.99	office supplies
6227-28	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/03/2024	12/06/2024	12/17/2024	01/25/2025	101395121	ODP BUS SOL LLC # 101165	64.37	office supplies
6228-52	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/05/2024	12/09/2024	12/17/2024	01/25/2025	101395122	ODP BUS SOL LLC # 101165	25.89	office supplies
6229-22	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395123	AMAZON RETA* ZX5P70352	56.17	office supplies
6231-34	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/09/2024	12/11/2024	12/17/2024	01/25/2025	101395124	SHI INTERNATIONAL CORP	132.08	computer software
6231-35	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/10/2024	12/11/2024	12/17/2024	01/25/2025	101395125	AMAZON MKTPL*ZR3WR2WG0	13.74	office supplies
6231-36	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/09/2024	12/11/2024	12/17/2024	01/25/2025	101395126	ODP BUS SOL LLC # 101165	66.00	office supplies
6231-37	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/11/2024	12/11/2024	12/17/2024	01/25/2025	101395127	AMAZON RETA* ZX5SH2LA0	15.98	office supplies
6217-11	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	MEDICINES AND DRUGS	11/20/2024	11/21/2024	12/13/2024	12/25/2024	101394809	COVETRUS NORTH AMERICA	2,189.04	SUPPORT SERVICE DELIVERY
6217-64	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OTHER OPERATING SUPPLIES	11/19/2024	11/21/2024	12/13/2024	12/25/2024	101394708	THE HOME DEPOT #6348	498.00	SUPPORT SERVICE DELIVERY
6222-60	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	ANIMAL SUPPLIES	11/27/2024	11/29/2024	12/13/2024	12/25/2024	101394703	ANIMAL TRAPS & SUPPLIES	2,399.90	SUPPORT SERVICE DELIVERY
6222-57	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OTHER OPERATING SUPPLIES	11/27/2024	11/29/2024	12/13/2024	12/25/2024	101394709	THE WEBSTAURANT STORE INC	(339.98)	SUPPORT SERVICE DELIVERY
6222-58	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OTHER OPERATING SUPPLIES	11/27/2024	11/29/2024	12/13/2024	12/25/2024	101394710	THE WEBSTAURANT STORE INC	(20.40)	SUPPORT SERVICE DELIVERY
6222-59	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OTHER OPERATING SUPPLIES	11/27/2024	11/29/2024	12/13/2024	12/25/2024	101394707	COMMERCIAL GLASS	207.26	SUPPORT SERVICE DELIVERY
6225-41	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	ANIMAL SUPPLIES	12/03/2024	12/04/2024	12/13/2024	01/25/2025	101394704	CHEWY.COM	619.00	SUPPORT SERVICE DELIVERY
6225-42	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	ANIMAL SUPPLIES	12/03/2024	12/04/2024	12/13/2024	01/25/2025	101394706	CHEWY.COM	619.00	SUPPORT SERVICE DELIVERY
6225-40	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	MEDICINES AND DRUGS	12/03/2024	12/04/2024	12/13/2024	01/25/2025	101394713	WEDGEWOOD PHARMACY	150.00	SUPPORT SERVICE DELIVERY
6226-44	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	MEDICINES AND DRUGS	12/04/2024	12/05/2024	12/13/2024	01/25/2025	101394714	WEDGEWOOD PHARMACY	1,802.75	SUPPORT SERVICE DELIVERY
6227-47	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	MEDICINES AND DRUGS	12/05/2024	12/06/2024	12/13/2024	01/25/2025	101394718	WEDGEWOOD PHARMACY	196.75	SUPPORT SERVICE DELIVERY
6227-46	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	MEDICINES AND DRUGS	12/05/2024	12/06/2024	12/13/2024	01/25/2025	101394717	WEDGEWOOD PHARMACY	419.50	SUPPORT SERVICE DELIVERY
6228-94	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	MEDICINES AND DRUGS	12/07/2024	12/09/2024	12/13/2024	01/25/2025	101394719	WEDGEWOOD PHARMACY	148.50	SUPPORT SERVICE DELIVERY
6225-43	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	ANIMAL SUPPLIES	12/03/2024	12/04/2024	12/16/2024	01/25/2025	101394994	LAMBERT VET SUPPLY	1,583.22	SUPPORT SERVICE DELIVERY
6218-48	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OTHER OPERATING SUPPLIES	11/21/2024	11/22/2024	12/18/2024	12/25/2024	101395649	THE WEBSTAURANT STORE INC	360.38	SUPPORT SERVICE DELIVERY
6216-35	JPMV	CHRISTINE SCHAAL	156381	E NAPLES COMM PK	OTHER OPERATING SUPPLIES	11/19/2024	11/20/2024	12/18/2024	12/25/2024	101395613	AMZN MKTP US*K585J1IK3	164.99	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6219-42	JPMV	CHRISTINE SCHAAL	156381	E NAPLES COMM PK	OTHER OPERATING SUPPLIES	11/23/2024	11/25/2024	12/18/2024	12/25/2024	101395616	AMAZON MKTPL*K11WJ3533	334.95	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6225-31	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER OPERATING SUPPLIES	12/03/2024	12/04/2024	12/17/2024	01/25/2025	101395139	AMZN MKTP US*ZL9DW9Q72	179.20	SUPPORT SERVICE DELIVERY
6229-28	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395140	AMAZON MKTPL*ZR6A02ET1	207.98	SUPPORT SERVICE DELIVERY
6207-11	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	CLOTHING AND UNIFORM PURCHASES	11/06/2024	11/07/2024	12/11/2024	12/25/2024	101394395	SERVICEWEAR APPAREL INC	6,826.49	PROVIDE OPERATING SUPPLIES FOR GMCDD
6207-13	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	MINOR OPERATING EQUIPMENT	11/06/2024	11/07/2024	12/13/2024	12/25/2024	101394810	AMAZON MKTPL*WT87I5ZE3	32.46	PROVIDE OPERATING EQUIPMENT FOR GMCDD
6221-25	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	11/26/2024	11/27/2024	12/13/2024	12/25/2024	101394811	AMAZON MKTPL*Z34IH4TX0	11.89	PROVIDE OPERATING SUPPLIES FOR GMCDD
6226-13	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/04/2024	12/05/2024	12/13/2024	01/25/2025	101394812	AMAZON MKTPL*ZL3BM7141	59.89	PROVIDE OPERATING EQUIPMENT FOR GMCDD
6215-28	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	MINOR OPERATING EQUIPMENT	11/18/2024	11/19/2024	12/16/2024	12/25/2024	101395022	LOWES #00907*	1,117.00	PROVIDE OPERATING EQUIPMENT FOR GMCDD
6218-52	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER OPERATING SUPPLIES	11/20/2024	11/22/2024	12/16/2024	12/25/2024	101395023	THE HOME DEPOT #6348	85.98	PROVIDE OPERATING SUPPLIES FOR GMCDD
6218-53	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER TRAINING EDUCATIONAL EXPENSES	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101395024	FFMA	75.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6218-54	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	DUES AND MEMBERSHIPS	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101395025	FFMA	140.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6219-100	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER OPERATING SUPPLIES	11/21/2024	11/25/2024	12/16/2024	12/25/2024	101395026	HOMEDEPOT.COM	34.67	PROVIDE OPERATING SUPPLIES FOR GMCDD
6226-50	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	MINOR OPERATING EQUIPMENT	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101395027	AMAZON MKTPL*ZL16S2PW1	70.60	PROVIDE OPERATING EQUIPMENT FOR GMCDD

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6226-51	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	DUES AND MEMBERSHIPS	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101395028	PAYPAL *FFMIA FFMIA	95.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6227-53	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER MISCELLANEOUS SERVICES	12/05/2024	12/06/2024	12/16/2024	01/25/2025	101395029	SHERWIN-WILLIAMS702002	594.28	PROVIDE OPERATING SUPPLIES FOR GMCDD
6206-10	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OTHER MISCELLANEOUS SERVICES	11/05/2024	11/06/2024	12/17/2024	12/25/2024	101395078	CDW GOVT #AB4HC5Q	180.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6208-13	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OTHER OPERATING SUPPLIES	11/06/2024	11/08/2024	12/17/2024	12/25/2024	101395079	THE HOME DEPOT #6348	67.20	PROVIDE OPERATING SUPPLIES FOR GMCDD
6219-30	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	11/21/2024	11/25/2024	12/17/2024	12/25/2024	101395081	HOMEDEPOT.COM	12.09	PROVIDE OPERATING SUPPLIES FOR GMCDD
6228-27	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/05/2024	12/09/2024	12/17/2024	01/25/2025	101395086	ODP BUS SOL LLC # 101165	177.80	PROVIDE OPERATING SUPPLIES FOR GMCDD
6229-14	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	DUES AND MEMBERSHIPS	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395084	ASFPM	180.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6229-15	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	DUES AND MEMBERSHIPS	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395082	ASFPM	185.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6229-16	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	DUES AND MEMBERSHIPS	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395085	ASFPM	180.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6203-20	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	10/28/2024	11/01/2024	12/18/2024	12/25/2024	101395564	ODP BUS SOL LLC # 101165	(54.45)	PROVIDE OPERATING SUPPLIES FOR GMCDD
6228-103	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/05/2024	12/09/2024	12/18/2024	01/25/2025	101395535	ODP BUS SOL LLC # 101165	595.20	PROVIDE OPERATING SUPPLIES FOR GMCDD
6214-55	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	MINOR OPERATING EQUIPMENT	11/15/2024	11/18/2024	12/16/2024	12/25/2024	101394927	GRAINGER	1,069.50	Necessary for Continuity of Ops
6225-24	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	CELLULAR TELEPHONE	12/03/2024	12/04/2024	12/16/2024	01/25/2025	101394928	VERIZONWRLSS*RTCCR VB	1,345.52	Day to Day Operations
6242-55	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	12/18/2024	01/25/2025	101395687	ODP BUS SOL LLC # 101165	18.81	Day to Day Operations
6242-56	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	12/18/2024	01/25/2025	101395689	ODP BUS SOL LLC # 101165	8.61	Day to Day Operations
6242-57	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	12/18/2024	01/25/2025	101395692	ODP BUS SOL LLC # 101165	170.28	Day to Day Operations
6242-58	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	12/18/2024	01/25/2025	101395684	ODP BUS SOL LLC # 101165	122.56	Day to Day Operations
6213-25	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	OTHER OPERATING SUPPLIES	11/14/2024	11/15/2024	12/18/2024	12/25/2024	101395529	GRAINGER	870.24	Day to Day Operations
6228-96	JPMV	CHRISTINE BONI	144223	EMERGENCY MGT GRANT	OUT OF COUNTY TRAVEL REGULAR BUSINESS	12/06/2024	12/09/2024	12/18/2024	01/25/2025	101395563	HAMPTON INNS	668.00	Public Safety - Training
6182-8	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	10/14/2024	10/15/2024	12/16/2024	11/25/2024	101394904	MAST FAMILY CULLIGAN	7.00	BOTTLED WATER FOR EMS STATION
6182-10	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER MISCELLANEOUS SERVICES	10/14/2024	10/15/2024	12/16/2024	11/25/2024	101394905	MAST FAMILY CULLIGAN	61.59	DRINKING WATER FOR EMS STATION
6200-38	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER OPERATING SUPPLIES	10/29/2024	10/29/2024	12/16/2024	11/25/2024	101394926	DISPUTE CREDIT	(1,130.00)	REFUND FOR TX 6160-32
6220-26	JPMV	JOSSELYN SUAREZ	144610	EMS	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	11/25/2024	11/26/2024	12/16/2024	12/25/2024	101394995	AMAZON.COM*U870L19M3	427.99	TV FOR EMS STATION
6209-84	JPMV	JOSSELYN SUAREZ	144610	EMS	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/07/2024	11/11/2024	12/17/2024	12/25/2024	101395165	HAMPTON WESLEY CHAPEL	(165.17)	REFUND FOR TAXES
6209-91	JPMV	JOSSELYN SUAREZ	144610	EMS	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/07/2024	11/11/2024	12/17/2024	12/25/2024	101395164	HAMPTON WESLEY CHAPEL	898.40	HAZMAT CLASS
6222-63	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER OPERATING SUPPLIES	11/27/2024	11/29/2024	12/17/2024	12/25/2024	101395166	DEVOE BUICK GMC	128.00	DEDUCTIBLE FOR CAR REPAIR
6222-64	JPMV	JOSSELYN SUAREZ	144610	EMS	CLOTHING AND UNIFORM PURCHASES	11/27/2024	11/29/2024	12/17/2024	12/25/2024	101395167	TACTICALGEAR.COM	315.00	TACTICAL UNIFORM PURCHASES
6219-107	JPMV	JOSSELYN SUAREZ	144610	EMS	CLOTHING AND UNIFORM PURCHASES	11/23/2024	11/25/2024	12/18/2024	12/25/2024	101395618	AMAZON MKTPL*NG3FU4JP3	44.95	Uniform components
6222-69	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER OPERATING SUPPLIES	11/26/2024	11/29/2024	12/18/2024	12/25/2024	101395621	AMAZON MKTPL*Z31BW6050	113.94	Office supplies
6223-38	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER OPERATING SUPPLIES	11/29/2024	12/02/2024	12/18/2024	01/25/2025	101395623	AMAZON MKTPL*Z38IC3BX2	265.86	OFFICE SUPPLIES
6223-39	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	11/27/2024	12/02/2024	12/18/2024	01/25/2025	101395624	ODP BUS SOL LLC # 101165	10.74	Office Supplies
6226-54	JPMV	JOSSELYN SUAREZ	144610	EMS	ORGANIZATIONAL DEVELOPMENT	12/04/2024	12/05/2024	12/18/2024	01/25/2025	101395626	PHYSICIANS REGIONAL MEDIC	30.60	ACLS/ BLS CARDS
6212-43	JPMV	JESSICA ARENCIBIA	144505	EMS HELICOPTER	AVIATION R AND M	11/13/2024	11/14/2024	12/16/2024	12/25/2024	101394989	JET-CARE INTERNATIONAL IN	2,063.75	Maintain Helicopter Operations
6219-49	JPMV	JESSICA ARENCIBIA	144505	EMS HELICOPTER	OFFICE SUPPLIES GENERAL	11/23/2024	11/25/2024	12/16/2024	12/25/2024	101394958	ODP BUS SOL LLC # 101165	26.99	Maintain Helicopter Operations
6228-53	JPMV	JESSICA ARENCIBIA	144505	EMS HELICOPTER	OTHER OPERATING SUPPLIES	12/06/2024	12/09/2024	12/17/2024	01/25/2025	101395117	ULINE *SHIP SUPPLIES	517.50	FREIGHT
6222-46	JPMV	JESSICA ARENCIBIA	144505	EMS HELICOPTER	OTHER OPERATING SUPPLIES	11/27/2024	11/29/2024	12/18/2024	12/25/2024	101395543	AMAZON MKTPL*QO4JR5FU3	87.20	Maintain Helicopter Operations
6222-47	JPMV	JESSICA ARENCIBIA	144505	EMS HELICOPTER	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	11/26/2024	11/29/2024	12/18/2024	12/25/2024	101395545	OUTERLINK	400.54	MAINTAIN HELICOPTER OPERATIONS AND SERVICES
6224-5	JPMV	JOSSELYN SUAREZ	144505	EMS HELICOPTER	OTHER MISCELLANEOUS SERVICES	12/02/2024	12/03/2024	12/18/2024	01/25/2025	101395630	PUBLIX #811	203.54	Phoenix Award Ceremony Refreshments
6225-13	JPMV	JOSSELYN SUAREZ	144505	EMS HELICOPTER	OTHER MISCELLANEOUS SERVICES	12/03/2024	12/04/2024	12/18/2024	01/25/2025	101395633	PANERA BREAD #601094 O	84.76	PHOENIX AWARD CEREMONY REFRESHMENTS
6225-14	JPMV	JOSSELYN SUAREZ	144505	EMS HELICOPTER	OTHER MISCELLANEOUS SERVICES	12/03/2024	12/04/2024	12/18/2024	01/25/2025	101395634	WM SUPERCENTER #5055	138.82	DECORATIONS FOR PARADE
6228-66	JPMV	JESSICA ARENCIBIA	144505	EMS HELICOPTER	CELLULAR TELEPHONE	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395546	VERIZONWRLSS*RTCCR VB	276.31	Maintain Radio System Operations
6224-11	JPMV	CHRISTINE BONI	144396	EMS TOWER LEASE	MINOR OPERATING EQUIPMENT	12/02/2024	12/03/2024	12/16/2024	01/25/2025	101394991	AEDCENTER.COM	1,944.00	Safety Equipment for EM Vehicles
6209-11	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	11/09/2024	11/11/2024	12/04/2024	12/25/2024	101393001	HOMEDEPOT.COM	199.00	FLEET TOOL TO MAINTAIN EQUIPMENT MAT SCHILLER
6214-81	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR DATA PROCESSING EQUIPMENT	11/16/2024	11/18/2024	12/04/2024	12/25/2024	101393003	AMAZON MKTPL*BU36R8PD3	297.63	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6216-7	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/19/2024	11/20/2024	12/04/2024	12/25/2024	101393002	AMAZON RETA* YJ81S79O3	17.70	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6223-10	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/30/2024	12/02/2024	12/04/2024	01/25/2025	101392999	AMAZON MKTPL*Z35PT1UO0	134.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6223-11	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/29/2024	12/02/2024	12/04/2024	01/25/2025	101393000	AMAZON.COM*Z30SO8081	325.65	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6223-12	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/01/2024	12/02/2024	12/04/2024	01/25/2025	101393004	AMAZON RETA* Z39CE38N1	292.46	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - C.JOHNSON
6221-31	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/26/2024	11/27/2024	12/05/2024	12/25/2024	101393080	AMAZON MKTPL*1J3735633	35.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6223-9	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/01/2024	12/02/2024	12/05/2024	01/25/2025	101393081	AMAZON MKTPL*ZL21B23T0	299.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6224-6	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/02/2024	12/03/2024	12/05/2024	01/25/2025	101393082	AMZN MKTP US*ZL7PE3XS2	500.44	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6225-16	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/03/2024	12/04/2024	12/05/2024	01/25/2025	101393079	SQ *FLASH EQUIPMENT	1,517.04	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6221-32	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/26/2024	11/27/2024	12/13/2024	12/25/2024	101394748	DITCH WITCH FORT LAUDERDA	121.87	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6222-21	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/27/2024	11/29/2024	12/13/2024	12/25/2024	101394752	VER-MAC	2,298.28	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6226-25	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/04/2024	12/05/2024	12/13/2024	01/25/2025	101394759	AMZN MKTP US*ZL39L3UP2	143.87	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6226-26	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/04/2024	12/05/2024	12/13/2024	01/25/2025	101394749	EVERGLADES EQUIP GROUP	77.80	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6226-27	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/04/2024	12/05/2024	12/13/2024	01/25/2025	101394751	EVERGLADES EQUIP GROUP	15.07	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6227-25	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/05/2024	12/06/2024	12/13/2024	01/25/2025	101394754	AMAZON MKTPL*ZL2TQ1IT0	18.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-38	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/07/2024	12/09/2024	12/13/2024	01/25/2025	101394755	AMAZON MKTPL*ZR84T2GA0	35.29	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-39	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/07/2024	12/09/2024	12/13/2024	01/25/2025	101394753	AMAZON MKTPL*ZL12W0IM1	18.39	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-40	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/06/2024	12/09/2024	12/13/2024	01/25/2025	101394757	AMAZON.COM*ZR2BS21V2	113.15	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6229-18	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	12/13/2024	01/25/2025	101394756	AMAZON MKTPL*ZX4SA5L42	51.29	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6214-22	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/15/2024	11/18/2024	12/16/2024	12/25/2024	101395001	AGRI SUPPLY	111.24	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6218-42	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	11/20/2024	11/22/2024	12/16/2024	12/25/2024	101394992	HOMEDEPOT.COM	1,799.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6221-15	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/26/2024	11/27/2024	12/16/2024	12/25/2024	101395002	EH WACHS	1,426.60	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6221-66	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/26/2024	11/27/2024	12/16/2024	12/25/2024	101394930	GRILL & FILL EAST STORE	111.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6221-64	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/26/2024	11/27/2024	12/16/2024	12/25/2024	101394929	ALL WORLD LIFT TRUCK	129.10	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6224-17	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/02/2024	12/03/2024	12/16/2024	01/25/2025	101394931	SARLO MOWERS - NAPLES	1,517.30	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6225-47	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/03/2024	12/04/2024	12/16/2024	01/25/2025	101394932	THE BATTERY STORE	1,050.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6226-4	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101395003	AMAZON MKTPL*ZL4JB81J1	37.96	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6226-21	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101395007	AMAZON MKTPL*ZL2O74RQ2	9.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6226-22	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101395006	SAM GALLOWAY FORD-LINCOLN	1,460.86	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6226-60	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101394933	THE BATTERY STORE	430.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-25	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	12/16/2024	01/25/2025	101394952	SARLO MOWERS - NAPLES	409.04	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6225-44	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/03/2024	12/04/2024	12/17/2024	01/25/2025	101395099	MAC TOOLS - NAPLES	62.19	FLEET TOOL TO MAINTAIN EQUIPMENT - HENRY QUEVI
6226-35	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/03/2024	12/05/2024	12/17/2024	01/25/2025	101395063	PROMPT WRECKER SERVICE &	840.32	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-20	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/06/2024	12/09/2024	12/17/2024	01/25/2025	101395142	SUPPLIES PLUS - NAPLES	690.21	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-97	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/09/2024	12/09/2024	12/17/2024	01/25/2025	101395100	AMAZON RETA* ZR4369TY1	580.63	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - SHOP TOOL
6229-11	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OTHER OPERATING SUPPLIES	12/10/2024	12/10/2024	12/17/2024	01/25/2025	101395143	AMAZON RETA* ZX21T0G32	269.04	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6229-39	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395103	AMAZON RETA* ZX6R76JJ2	138.95	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - SHOP TOOL
6231-44	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/09/2024	12/11/2024	12/17/2024	01/25/2025	101395066	PROMPT WRECKER SERVICE &	624.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-45	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/09/2024	12/11/2024	12/17/2024	01/25/2025	101395068	PROMPT WRECKER SERVICE &	624.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-46	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/09/2024	12/11/2024	12/17/2024	01/25/2025	101395070	PROMPT WRECKER SERVICE &	624.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-47	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/09/2024	12/11/2024	12/17/2024	01/25/2025	101395073	PROMPT WRECKER SERVICE &	624.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-12	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OTHER OPERATING SUPPLIES	12/12/2024	12/12/2024	12/17/2024	01/25/2025	101395144	AMAZON RETA* ZX3GG1EP0	535.90	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-13	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/11/2024	12/12/2024	12/17/2024	01/25/2025	101395145	AMAZON RETA* ZX5RR2NH0	225.14	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - SHOP TOOL
6232-61	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/12/2024	12/17/2024	01/25/2025	101395104	HYDRAULIC SUPPLY COMPA	287.85	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-5	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/13/2024	12/16/2024	12/18/2024	01/25/2025	101395565	AMZN MKTP US*ZX0KZ1AQ1	329.78	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-13	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/13/2024	12/16/2024	12/18/2024	01/25/2025	101395527	AMZN MKTP US*Z12PR2TV2	293.72	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-67	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OTHER MISCELLANEOUS SERVICES	12/13/2024	12/16/2024	12/18/2024	01/25/2025	101395578	US TRANSPORT NAPLES	331.14	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-69	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/13/2024	12/16/2024	12/18/2024	01/25/2025	101395580	US TRANSPORT NAPLES	311.06	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-44	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/13/2024	12/16/2024	12/18/2024	01/25/2025	101395598	HYDRAULIC SUPPLY COMPA	76.71	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6217-45	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/19/2024	11/21/2024	12/18/2024	12/25/2024	101395653	DBA RSW PARKING RSW PARKI	33.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6222-54	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE SUPPLIES GENERAL	11/27/2024	11/29/2024	12/18/2024	12/25/2024	101395566	AMAZON MKTPL*LM0QO1FE3	58.38	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6223-28	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE SUPPLIES GENERAL	12/01/2024	12/02/2024	12/18/2024	01/25/2025	101395567	AMAZON MKTPL*ZL7LH53P2	70.56	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6223-29	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE SUPPLIES GENERAL	12/01/2024	12/02/2024	12/18/2024	01/25/2025	101395568	AMAZON MKTPL*Z30WQ56V1	79.79	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6223-30	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE SUPPLIES GENERAL	11/29/2024	12/02/2024	12/18/2024	01/25/2025	101395569	AMAZON MKTPL*Z35MO7A41	12.23	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6223-31	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE SUPPLIES GENERAL	11/29/2024	12/02/2024	12/18/2024	01/25/2025	101395570	AMAZON MKTPL*Z31LL6AV1	29.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6225-37	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	LICENSES AND PERMITS	12/02/2024	12/04/2024	12/18/2024	01/25/2025	101395572	PMT*FL LICENSE/TAG/ASMT	120.49	TAG TITLE REGISTRATION
6227-23	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/05/2024	12/06/2024	12/18/2024	01/25/2025	101395691	ADVANCE AUTO PARTS #9274	47.08	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-87	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/06/2024	12/09/2024	12/18/2024	01/25/2025	101395571	AMAZON.COM*ZR3Y37LU0	33.89	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - M.MENENDEZ
6228-3	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395560	AMAZON MKTPL*ZR1UE19D2	115.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-4	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395559	AMAZON MKTPL*ZL6EG3RZ1	175.68	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-20	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	12/18/2024	01/25/2025	101395693	AMAZON MKTPL*ZR9SL48M1	105.88	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-22	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	12/18/2024	01/25/2025	101395587	THE BATTERY STORE	427.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-7	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	12/18/2024	01/25/2025	101395525	THE BATTERY STORE	1,050.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-22	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/12/2024	12/18/2024	01/25/2025	101395592	AMAZON MKTPL*ZX8Y67AI0	55.68	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-54	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	LICENSES AND PERMITS	12/10/2024	12/12/2024	12/18/2024	01/25/2025	101395573	PMT*FL LICENSE/TAG/ASMT	240.98	TAG TITLE REGISTRATION

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6232-60	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/11/2024	12/12/2024	12/18/2024	01/25/2025	101395541	AMAZON MKTPL*ZX7FA9EQ0	894.10	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - SHOP TOOL
6241-6	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/12/2024	12/13/2024	12/18/2024	01/25/2025	101395526	AMZN MKTP US*ZX46S3GT0	326.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6241-27	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/12/2024	12/13/2024	12/18/2024	01/25/2025	101395593	AMAZON MKTPL*ZX4P88Z31	36.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6241-28	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/12/2024	12/13/2024	12/18/2024	01/25/2025	101395595	AMAZON MKTPL*ZX1PS2FH1	26.68	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6195-39	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER OPERATING SUPPLIES	10/21/2024	10/22/2024	12/09/2024	11/25/2024	101393550	SQ *SIGN GYPSIES NAPLES	200.00	SUPPORT SERVICE DELIVERY
6205-18	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER OPERATING SUPPLIES	11/04/2024	11/05/2024	12/09/2024	12/25/2024	101393551	AMAZON.COM*UN2I86N33	32.82	SUPPORT SERVICE DELIVERY
6206-27	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER OPERATING SUPPLIES	11/05/2024	11/06/2024	12/13/2024	12/25/2024	101394781	AMAZON MKTPL*ZV7VJ2RE3	366.37	SUPPORT SERVICE DELIVERY
6209-77	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER TRAINING EDUCATIONAL EXPENSES	11/07/2024	11/11/2024	12/13/2024	12/25/2024	101394782	TROPICALAQU	350.00	SUPPORT SERVICE DELIVERY
6211-42	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER CONTRACTUAL SERVICES	11/12/2024	11/13/2024	12/16/2024	12/25/2024	101395018	CMMRCL FITNESS PRDUCTS	265.50	SUPPORT SERVICE DELIVERY
6226-48	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	CABLE TV/INTERNET	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101395019	COMCAST/XFINITY	164.40	SUPPORT SERVICE DELIVERY
6226-57	JPMV	CHRISTINE SCHAAL	156313	G GATE AQUATIC	DUES AND MEMBERSHIPS	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101394964	NRPA OPERATING	800.00	ANNUAL MEMBERSHIP DUES
6213-45	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER OPERATING SUPPLIES	11/14/2024	11/15/2024	12/17/2024	12/25/2024	101395101	FITNESS MACHINE TECHNICIA	195.00	SUPPORT SERVICE DELIVERY
6215-23	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER OPERATING SUPPLIES	11/18/2024	11/19/2024	12/17/2024	12/25/2024	101395102	FITNESS MACHINE TECHNICIA	367.50	SUPPORT SERVICE DELIVERY
6217-67	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER TRAINING EDUCATIONAL EXPENSES	11/20/2024	11/21/2024	12/17/2024	12/25/2024	101395106	TROPICALAQU	350.00	SUPPORT SERVICE DELIVERY
6221-49	JPMV	CHRISTINE SCHAAL	157710	G GATE COMM CENTER	RENT EQUIPMENT	11/26/2024	11/27/2024	12/16/2024	12/25/2024	101395016	FAMILY FIRST EVENTS AND R	963.71	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6223-24	JPMV	CHRISTINE SCHAAL	157710	G GATE COMM CENTER	MINOR OPERATING EQUIPMENT	11/29/2024	12/02/2024	12/16/2024	01/25/2025	101395017	FUN EXPRESS	391.64	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6200-17	JPMV	MARIANA ST. SURIN	121640	GROUP HEALTH & LIFE	POSTAGE FREIGHT AND UPS	10/28/2024	10/29/2024	12/13/2024	11/25/2024	101394764	DIRECT IMPRESSIONS	4,370.00	ENSURE MEMBERS RECEIVE OE MATERIAL TIMELY
6213-30	JPMV	JULISSA PEREZ	121810	HR ADMIN	FOOD OPERATING SUPPLIES	11/14/2024	11/15/2024	12/17/2024	12/25/2024	101395049	WAL-MART #1119	32.49	FOOD PURCHASE FOR PERFORMANCE EVALUATION PROCESS TRAINING
6221-40	JPMV	JULISSA PEREZ	121810	HR ADMIN	DUES AND MEMBERSHIPS	11/26/2024	11/27/2024	12/17/2024	12/25/2024	101395048	PROJECT MANAGEMENT INSTIT	174.00	PMI MEMBERSHIP RENEWAL
6221-41	JPMV	JULISSA PEREZ	121810	HR ADMIN	FOOD OPERATING SUPPLIES	11/26/2024	11/27/2024	12/17/2024	12/25/2024	101395050	WAL-MART #1119	16.53	NEO FOOD AND DRINKS
6221-42	JPMV	JULISSA PEREZ	121810	HR ADMIN	MARKETING AND PROMOTIONAL	11/26/2024	11/27/2024	12/17/2024	12/25/2024	101395046	4 ALL PROMOS	743.00	WELCOME KIT FOR NEW HIRE ORIENTATION
6227-32	JPMV	JULISSA PEREZ	121810	HR ADMIN	OTHER TRAINING EDUCATIONAL EXPENSES	12/05/2024	12/06/2024	12/17/2024	01/25/2025	101395047	IN *THE SKY'S THE LIMIT C	960.00	TRAINING FOR NEW HIRE
6222-30	JPMV	JULISSA PEREZ	121810	HR ADMIN	DUES AND MEMBERSHIPS	11/28/2024	11/29/2024	12/18/2024	12/25/2024	101395681	FLORIDA PUBLIC HUMAN R	270.00	FPHRA Membership Renewal
6203-67	JPMV	ANTONIO DOMINGUEZ	155970	HUMAN SVS GRANTS	FOOD OPERATING SUPPLIES	10/31/2024	11/01/2024	12/16/2024	12/25/2024	101394901	WAL-MART #1119	644.44	PROVIDE SUPPLIES FOR GRANT FUNDED PROGRAM
6223-15	JPMV	KEYSA JORGE	156349	IMM AQUATIC	OTHER MISCELLANEOUS SERVICES	11/30/2024	12/02/2024	12/18/2024	01/25/2025	101395631	AMAZON MKTPL*ZL7ES8CH0	156.94	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6225-23	JPMV	KEYSA JORGE	156349	IMM AQUATIC	OTHER MISCELLANEOUS SERVICES	12/03/2024	12/04/2024	12/18/2024	01/25/2025	101395635	DOLLARTREE	140.00	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6228-56	JPMV	KEYSA JORGE	156349	IMM AQUATIC	OFFICE SUPPLIES GENERAL	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395628	ODP BUS SOL LLC # 101165	5.78	OFFICE SUPPLIES
6228-57	JPMV	KEYSA JORGE	156349	IMM AQUATIC	OFFICE SUPPLIES GENERAL	12/06/2024	12/09/2024	12/18/2024	01/25/2025	101395625	ODP BUS SOL LLC # 101165	285.20	OFFICE SUPPLIES
6228-58	JPMV	KEYSA JORGE	156349	IMM AQUATIC	OFFICE SUPPLIES GENERAL	12/06/2024	12/09/2024	12/18/2024	01/25/2025	101395629	ODP BUS SOL LLC # 101214	5.94	OFFICE SUPPLIES
6208-21	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	RENT EQUIPMENT	11/07/2024	11/08/2024	12/13/2024	12/25/2024	101394789	GULF COAST DUMPSTER SE	668.47	MAINTAIN AIRPORT OPERATIONS & SVCS
6214-37	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	OTHER OPERATING SUPPLIES	11/15/2024	11/18/2024	12/13/2024	12/25/2024	101394791	LOWES #00907*	779.00	MAINTAIN AIRPORT OPS & SVCS
6216-20	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	OTHER OPERATING SUPPLIES	11/19/2024	11/20/2024	12/13/2024	12/25/2024	101394793	PUBLIX #1252	50.00	MAINTAIN AIRPORT OPS & SVCS
6222-19	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	TRASH AND GARBAGE DISPOSAL	11/27/2024	11/29/2024	12/13/2024	12/25/2024	101394794	GULF COAST DUMPSTER SE	668.47	ROLLOFF DUMPSTER FOR X01 HANGAR CLEANUP
6223-8	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	OTHER OPERATING SUPPLIES	11/30/2024	12/02/2024	12/13/2024	01/25/2025	101394795	AMAZON RETA* Z32F615L1	67.98	MAINTAIN AIRPORT OPS & SVCS
6226-20	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/13/2024	01/25/2025	101394797	FSP*QT PETROLEUM ON DEMAN	1,279.40	MAINTAIN AIRPORT OPERATIONS & SVCS
6195-29	JPMV	PAULO MARTINS	121155	IT ADMIN	OTHER MISCELLANEOUS SERVICES	10/21/2024	10/22/2024	12/16/2024	11/25/2024	101394914	TOWNE PARK 1076- DIPLOMA	47.00	PARKING FOR CO.2 VEH. AT CONF. 4 TRAINING
6225-30	JPMV	PAULO MARTINS	121155	IT ADMIN	OTHER TRAINING EDUCATIONAL EXPENSES	12/03/2024	12/04/2024	12/16/2024	01/25/2025	101394965	MORAVELAS PIZZA	433.82	IT MANDATORY STRATEGIC TEAM WORKSHOP & TRAINING DAY
6226-39	JPMV	PAULO MARTINS	121155	IT ADMIN	OFFICE SUPPLIES GENERAL	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101394955	AMAZON MKTPL*ZL6024PI1	1,802.12	assist staff with daily duties
6214-99	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/15/2024	11/18/2024	12/12/2024	12/25/2024	101394429	REI*MATTHEW BENDER &CO	572.61	MAINTAIN LIBRARY OPERATIONS
6216-65	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/20/2024	11/20/2024	12/12/2024	12/25/2024	101394420	AMAZON.COM*GT94F0MA3	1,477.36	MAINTAIN LIBRARY OPERATIONS
6219-95	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/24/2024	11/25/2024	12/12/2024	12/25/2024	101394424	AMAZON.COM*DQ55954I3	328.16	MAINTAIN LIBRARY OPERATIONS
6219-97	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/22/2024	11/25/2024	12/12/2024	12/25/2024	101394421	AMAZON.COM*283K89S83	54.10	MAINTAIN LIBRARY OPERATIONS
6220-24	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/25/2024	11/26/2024	12/12/2024	12/25/2024	101394425	AMAZON.COM*P11NL28Q3	9.29	MAINTAIN LIBRARY OPERATIONS
6220-25	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/25/2024	11/26/2024	12/12/2024	12/25/2024	101394423	AMAZON.COM*CI9YY01R3	221.17	To Maintain Library Operations
6221-54	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/26/2024	11/27/2024	12/12/2024	12/25/2024	101394426	AMAZON.COM*Z31BA1N30	139.90	To Maintain Library Operations
6221-55	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/26/2024	11/27/2024	12/12/2024	12/25/2024	101394422	AMAZON.COM*906L633J3	140.00	To Maintain Library Operations
6222-62	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/28/2024	11/29/2024	12/12/2024	12/25/2024	101394427	AMAZON.COM*Z32LF8GD2	366.21	To Maintain Library Operations
6223-35	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/01/2024	12/02/2024	12/12/2024	01/25/2025	101394428	AMAZON.COM*ZL3714F82	19.25	To Maintain Library Operations
6219-96	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/22/2024	11/25/2024	12/17/2024	12/25/2024	101395074	AMAZON.COM*SR5U04L93	81.63	To Maintain Library Operations
6219-98	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/22/2024	11/25/2024	12/17/2024	12/25/2024	101395076	AMAZON.COM*LS4GD9ZO3	191.10	To Maintain Library Operations To Maintain Library Operations
6223-36	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/29/2024	12/02/2024	12/17/2024	01/25/2025	101395154	AMAZON.COM*Z34TC8BL2	13.99	To Maintain Library Operations
6228-98	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/08/2024	12/09/2024	12/17/2024	01/25/2025	101395146	AMAZON.COM*ZR5J92YB2	184.22	To Maintain Library Operations
6228-99	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/08/2024	12/09/2024	12/17/2024	01/25/2025	101395155	AMAZON.COM*ZR0TQ5YV2	882.63	To Maintain Library Operations
6228-100	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/07/2024	12/09/2024	12/17/2024	01/25/2025	101395156	AMAZON.COM*ZR3TL2SV2	214.96	To Maintain Library Operations
6228-101	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/06/2024	12/09/2024	12/17/2024	01/25/2025	101395157	AMAZON.COM*ZR5CY2X02	23.48	To Maintain Library Operations
6229-40	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395158	AMAZON.COM*ZR6VP8K00	35.97	To Maintain Library Operations
6229-41	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/09/2024	12/10/2024	12/17/2024	01/25/2025	101395159	AMAZON.COM*ZR3D69071	27.20	To Maintain Library Operations
6231-63	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/10/2024	12/11/2024	12/17/2024	01/25/2025	101395160	AMAZON.COM*ZX3WG3O30	17.09	To Maintain Library Operations
6231-64	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/10/2024	12/11/2024	12/17/2024	01/25/2025	101395161	AMAZON.COM*ZX42U75R2	148.76	To Maintain Library Operations
6231-65	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/10/2024	12/11/2024	12/17/2024	01/25/2025	101395162	AMAZON.COM*ZR11I1BW1	15.99	To Maintain Library Operations
6231-66	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/10/2024	12/11/2024	12/17/2024	01/25/2025	101395163	AMAZON.COM*ZR6WY8WM0	46.44	To Maintain Library Operations
6216-44	JPMV	YAHAIRA MAGEE	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	11/19/2024	11/20/2024	12/04/2024	12/25/2024	101392994	AMAZON.COM*5R5QD6UH3	218.46	To maintain SI Operations and Services
6197-77	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	10/23/2024	10/24/2024	12/16/2024	11/25/2024	101394924	AMAZON MKTPL*EI7YA55T3	175.25	MAINTAIN LIBRARY OPERATIONS
6204-83	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	11/01/2024	11/04/2024	12/16/2024	12/25/2024	101394925	AMAZON MKTPLACE PMTS	(175.25)	SUPPORT SERVICES DELIVERY
6207-66	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	MINOR OFFICE EQUIPMENT	11/06/2024	11/07/2024	12/16/2024	12/25/2024	101395010	AMAZON RETA* J46GN5MA3	147.00	MAINTAIN LIBRARY OPERATIONS
6214-105	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	COMPUTER SOFTWARE	11/17/2024	11/18/2024	12/16/2024	12/25/2024	101395013	MAILCHIMP *MISC	135.00	SUPPORT SERVICES DELIVERY
6216-73	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	COMPUTER SOFTWARE	11/19/2024	11/20/2024	12/16/2024	12/25/2024	101395008	ADOBE *ADOBE	659.88	SUPPORT SERVICES DELIVERY
6218-62	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	MINOR OFFICE EQUIPMENT	11/22/2024	11/22/2024	12/16/2024	12/25/2024	101395009	AMAZON RETA* 7I9FV1733	147.00	SUPPORT SERVICES DELIVERY
6219-54	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	11/23/2024	11/25/2024	12/16/2024	12/25/2024	101394969	MICHAELS STORES 1280	122.56	SUPPORT PROGRAM SERVICES DELIVERY
6219-55	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	11/23/2024	11/25/2024	12/16/2024	12/25/2024	101394970	DOLLAR TREE	28.75	SUPPORT PROGRAM SERVICES DELIVERY
6219-56	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	11/23/2024	11/25/2024	12/16/2024	12/25/2024	101394971	HOBBY-LOBBY #736	71.47	SUPPORT PROGRAM SERVICES DELIVERY
6223-40	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	COMPUTER SOFTWARE	12/01/2024	12/02/2024	12/16/2024	01/25/2025	101395012	GOOGLE *CLOUD JGPBMB	112.74	SUPPORT SERVICES DELIVERY
6225-27	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	DUES AND MEMBERSHIPS	12/03/2024	12/04/2024	12/16/2024	01/25/2025	101394972	FLORIDA LIBRARY ASSOCIATI	1,500.00	To Maintain Library Operations
6226-55	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	COMPUTER SOFTWARE	12/03/2024	12/05/2024	12/16/2024	01/25/2025	101395011	AUTHORIZE.NET	47.50	TO MAINTAIN LIBRARY SERVICES OPERATIONS
6224-12	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/02/2024	12/03/2024	12/18/2024	01/25/2025	101395661	AMZN MKTP US*Z33439RM1	31.98	SUPPORT PROGRAM SERVICES DELIVERY

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6224-16	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/02/2024	12/03/2024	12/18/2024	01/25/2025	101395651	WALMART.COM	59.32	MAINTAIN LIBRARY OPERATIONS
6225-25	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/03/2024	12/04/2024	12/18/2024	01/25/2025	101395665	AMAZON MKTPL*ZL7IO3HN0	131.04	SUPPORT PROGRAM SERVICES DELIVERY
6225-26	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/03/2024	12/04/2024	12/18/2024	01/25/2025	101395669	AMAZON MKTPL*ZL4HU8H32	49.90	To Maintain Museum Operations
6226-49	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/04/2024	12/05/2024	12/18/2024	01/25/2025	101395650	AMAZON MKTPL*ZL6SN8DK0	51.91	SUPPORT PROGRAM SERVICES DELIVERY
6227-30	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/05/2024	12/06/2024	12/18/2024	01/25/2025	101395671	AMAZON MKTPL*ZL18C0YS0	6.99	To Maintain Library Operations
6227-31	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/05/2024	12/06/2024	12/18/2024	01/25/2025	101395675	AMAZON MKTPL*ZL88W9XO1	33.31	To Maintain Library Operations
6227-49	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	12/04/2024	12/06/2024	12/18/2024	01/25/2025	101395648	ODP BUS SOL LLC # 101165	207.08	To Maintain Library Operations
6228-59	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/06/2024	12/09/2024	12/18/2024	01/25/2025	101395679	AMAZON MKTPL*ZR5SA7JP0	12.99	To Maintain Library Operations
6231-39	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/10/2024	12/11/2024	12/18/2024	01/25/2025	101395682	AMAZON MKTPL*ZX1588M72	111.44	To Maintain Library Operations
6228-91	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/06/2024	12/09/2024	12/13/2024	01/25/2025	101394807	SQ *ENEDY WELDING SERVICE	1,900.00	TASK 51363 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6204-12	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	LICENSES AND PERMITS	11/01/2024	11/04/2024	12/16/2024	12/25/2024	101394913	NIC*FDEP PAYMENT SYS	50.00	DRINKING WATER ANNUAL FEE - PERMIT
6214-72	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/15/2024	11/18/2024	12/16/2024	12/25/2024	101395021	SMITH & DESHIELDS INC	1,278.86	TASK 44187 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6216-33	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/19/2024	11/20/2024	12/16/2024	12/25/2024	101395035	NATIONAL PLASTICS AND SEA	1,067.75	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6220-13	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/25/2024	11/26/2024	12/16/2024	12/25/2024	101394993	DECKS & DOCKS-NAPLES	1,690.40	TASK 60717 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6224-8	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/02/2024	12/03/2024	12/16/2024	01/25/2025	101394966	SUPERIOR POOL - 415A	78.05	TASK 62281 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6224-9	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/02/2024	12/03/2024	12/16/2024	01/25/2025	101394967	TROPHY CASE OF NAPLES	552.00	TASK 60732 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6225-18	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/02/2024	12/04/2024	12/16/2024	01/25/2025	101394968	THE HOME DEPOT #6348	167.91	TASK 58603 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6208-41	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/07/2024	11/08/2024	12/17/2024	12/25/2024	101395168	LOWES #00613*	13.68	TASK 59076 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6209-70	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/08/2024	11/11/2024	12/17/2024	12/25/2024	101395170	LOWES #00613*	195.51	SUPPLIES FOR REPAIRS
6209-69	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/08/2024	11/11/2024	12/17/2024	12/25/2024	101395169	SQ *ENEDY WELDING SERVICE	450.00	SUPPLIES FOR REPAIRS
6222-56	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/27/2024	11/29/2024	12/17/2024	12/25/2024	101395171	PROLINE EQUIPMENT INC	288.74	TASK 59145 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6228-92	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/06/2024	12/09/2024	12/17/2024	01/25/2025	101395172	SUNTAMERS, INC.	181.00	TASK 62562 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6227-63	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	DUES AND MEMBERSHIPS	12/05/2024	12/06/2024	12/18/2024	01/25/2025	101395553	INTERNATIONAL FACILITY M	496.00	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
6214-35	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/14/2024	11/18/2024	12/16/2024	12/25/2024	101394919	HAMPTON INN JACKSONVILLE	(43.29)	REFUNDED TAX FOR TRX 6214-36
6214-36	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/14/2024	11/18/2024	12/16/2024	12/25/2024	101394920	HAMPTON INN JACKSONVILLE	374.67	Professional Development
6222-18	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OTHER OPERATING SUPPLIES	11/27/2024	11/29/2024	12/16/2024	12/25/2024	101394918	LOWES #02261*	1,298.83	MAINTAIN AIRPORT OPS & SVCS
6224-3	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	TOLLS	12/03/2024	12/03/2024	12/16/2024	01/25/2025	101394921	SUNPASS*ACC2380074	30.00	REPLENISH SUNPASS ACCT
6242-70	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	OFFICE SUPPLIES GENERAL	12/15/2024	12/16/2024	12/18/2024	01/25/2025	101395654	AMAZON MARK* Z161212R0	139.96	To Maintain Museum Operations
6214-65	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	COMPUTER SOFTWARE	11/17/2024	11/18/2024	12/18/2024	12/25/2024	101395652	ADOBE *ADOBE	59.99	To Maintain Museum Operations
6222-44	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	OFFICE SUPPLIES GENERAL	11/27/2024	11/29/2024	12/18/2024	12/25/2024	101395581	AMAZON MARK* Z36GL0XE0	123.01	To Maintain Museum Operations
6222-45	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	OFFICE SUPPLIES GENERAL	11/27/2024	11/29/2024	12/18/2024	12/25/2024	101395656	AMAZON MARK* Z38JZ8AW2	13.14	To Maintain Museum Operations
6226-38	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/18/2024	01/25/2025	101395659	IN *GALLERY SYSTEM ART DI	185.00	TO MAINTAIN MUSEUM OPERATIONS
6228-64	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	OTHER OPERATING SUPPLIES	12/09/2024	12/09/2024	12/18/2024	01/25/2025	101395583	AMAZON MARK* ZX5QB1FA2	113.97	To Maintain Museum Operations
6228-65	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	OTHER OPERATING SUPPLIES	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395536	AMAZON MARK* ZR3KP6P10	314.88	To Maintain Museum Operations
6207-54	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER CONTRACTUAL SERVICES	11/06/2024	11/07/2024	12/17/2024	12/25/2024	101395135	PELUSO MOVERS INC	450.00	To Maintain Museum Operations
6207-55	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER CONTRACTUAL SERVICES	11/06/2024	11/07/2024	12/17/2024	12/25/2024	101395136	PELUSO MOVERS INC	260.00	To Maintain Museum Operations
6219-85	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	11/23/2024	11/25/2024	12/17/2024	12/25/2024	101395137	AMAZON MKTPL*ZQ8N81191	75.31	To Maintain Museum Operations
6231-60	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/09/2024	12/11/2024	12/17/2024	01/25/2025	101395138	MILLER-STEPHENSON CHEMICA	97.71	TO MAINTAIN MUSEUM OPERATIONS TO MAINTAIN MUSEUM OPERATIONS
6214-73	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	DUES AND MEMBERSHIPS	11/15/2024	11/18/2024	12/18/2024	12/25/2024	101395596	TIGERTAIL GIFT SHOP	42.00	TO MAINTAIN MUSEUM OPERATIONS
6215-17	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	11/19/2024	11/19/2024	12/18/2024	12/25/2024	101395597	AMAZON RETA* OO7IM3RX3	239.78	To Maintain Museum Operations
6227-45	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	12/18/2024	01/25/2025	101395599	AMAZON MKTPL*ZL0F87Q41	9.98	To Maintain Museum Operations
6228-77	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/08/2024	12/09/2024	12/18/2024	01/25/2025	101395601	AMAZON MKTPL*ZR4F50RS2	72.97	To Maintain Museum Operations
6228-78	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/08/2024	12/09/2024	12/18/2024	01/25/2025	101395603	AMAZON MKTPL*ZR8FJ1IN2	74.96	To Maintain Museum Operations
6228-79	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/08/2024	12/09/2024	12/18/2024	01/25/2025	101395605	AMAZON MKTPL*ZR8FE8IT2	24.97	To Maintain Museum Operations
6228-80	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/08/2024	12/09/2024	12/18/2024	01/25/2025	101395607	AMAZON MKTPL*ZR1Y94U82	46.96	To Maintain Museum Operations
6228-81	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395608	AMAZON MKTPL*ZR0V17C31	102.93	To Maintain Museum Operations
6207-48	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	OTHER OPERATING SUPPLIES	11/06/2024	11/07/2024	12/18/2024	12/25/2024	101395557	PELUSO MOVERS INC	260.00	To Maintain Museum Operations
6222-50	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	OFFICE SUPPLIES GENERAL	11/26/2024	11/29/2024	12/18/2024	12/25/2024	101395530	ODP BUS SOL LLC # 100188	357.73	To Maintain Museum Operations
6225-33	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	OFFICE SUPPLIES GENERAL	12/02/2024	12/04/2024	12/18/2024	01/25/2025	101395657	ODP BUS SOL LLC # 101165	16.82	To Maintain Museum Operations
6225-34	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	STORAGE RENTAL	12/03/2024	12/04/2024	12/18/2024	01/25/2025	101395658	PELUSO MOVERS INC	260.00	To Maintain Museum Operations To Maintain Museum Operations
6241-43	JPMV	KEYSA JORGE	156312	NCRP FITNESS CENTER	OTHER OPERATING SUPPLIES	12/12/2024	12/13/2024	12/18/2024	01/25/2025	101395534	TRACTOR SUPPLY #1199	902.26	SUPPORT SERVICE DELIVERY
6214-58	JPMV	KEYSA JORGE	156365	NCRP INTERPRETIVE	OTHER MISCELLANEOUS SERVICES	11/15/2024	11/18/2024	12/04/2024	12/25/2024	101392997	SQ *SVNM CORP	2,480.00	SUPPORT SERVICE DELIVERY
6219-52	JPMV	KEYSA JORGE	156365	NCRP INTERPRETIVE	OTHER OPERATING SUPPLIES	11/24/2024	11/25/2024	12/18/2024	12/25/2024	101395548	AMAZON MKTPL*AY70E05X3	17.62	SUPPORTS SERVICE DELIVERY
6219-53	JPMV	KEYSA JORGE	156365	NCRP INTERPRETIVE	POSTAGE FREIGHT AND UPS	11/22/2024	11/25/2024	12/18/2024	12/25/2024	101395551	SP KNOT ROPE	365.93	FREIGHT
6220-14	JPMV	KEYSA JORGE	156365	NCRP INTERPRETIVE	OTHER OPERATING SUPPLIES	11/25/2024	11/26/2024	12/18/2024	12/25/2024	101395549	AMAZON MKTPL*XL92C9TU3	361.19	SUPPORTS SERVICE DELIVERY
6228-41	JPMV	KELLY ARNOLD	253221	NCRWTP	OFFICE SUPPLIES GENERAL	12/07/2024	12/09/2024	12/18/2024	01/25/2025	101395547	ODP BUS SOL LLC # 101165	16.82	Office goods for staff to perform daily functions.
6231-26	JPMV	KELLY ARNOLD	253221	NCRWTP	OFFICE SUPPLIES GENERAL	12/09/2024	12/11/2024	12/18/2024	01/25/2025	101395542	ODP BUS SOL LLC # 101165	487.47	Office goods for staff to perform daily functions.
6241-78	JPMV	CHRISTINE SCHAAL	156338	PARK MAINTENANCE	OTHER MISCELLANEOUS SERVICES	12/11/2024	12/13/2024	12/18/2024	01/25/2025	101395528	THE HOME DEPOT #0280	1,405.89	MAINTENANCE OF COUNTY ASSETS
6181-8	JPMV	CHRISTINE SCHAAL	156332	PARKS & OTHER PROP	OTHER OPERATING SUPPLIES	10/11/2024	10/14/2024	12/13/2024	11/25/2024	101394773	THE HOME DEPOT #0280	1,328.50	MILTON
6218-5	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	MARKETING AND PROMOTIONAL	11/21/2024	11/22/2024	12/17/2024	12/25/2024	101395075	FACEBK *PMMNJG8HP2	369.77	MARKETING TOOL
6223-2	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	MARKETING AND PROMOTIONAL	11/30/2024	12/02/2024	12/17/2024	01/25/2025	101395072	AMAZON MKTPL*Z389G9RC2	88.13	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6227-3	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	MARKETING AND PROMOTIONAL	12/05/2024	12/06/2024	12/17/2024	01/25/2025	101395077	WM SUPERCENTER #5391	189.84	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6217-2	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	LICENSES AND PERMITS	11/20/2024	11/21/2024	12/17/2024	12/25/2024	101395080	NIC*FDEP PAYMENT SYS	1,000.00	FDEP PERMIT FOR NORTHEAST SERVICE AREA INTERIM PLANT.
6219-1	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	OFFICE SUPPLIES GENERAL	11/22/2024	11/25/2024	12/17/2024	12/25/2024	101395083	OFFICE DEPOT #1165	19.99	Office goods for staff to perform daily functions.
6221-2	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	MINOR DATA PROCESSING EQUIPMENT	11/25/2024	11/27/2024	12/18/2024	12/25/2024	101395640	OFFICE DEPOT #1165	223.96	Office goods for staff to perform daily functions.
6227-1	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	OFFICE SUPPLIES GENERAL	12/05/2024	12/06/2024	12/18/2024	01/25/2025	101395636	AMAZON MKTPL*ZL7KE2MF1	99.98	Lithium batteries for employee cyber keys.
6241-1	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	OTHER TRAINING EDUCATIONAL EXPENSES	12/12/2024	12/13/2024	12/18/2024	01/25/2025	101395645	PDH SUNCAM LLC	180.00	Online training to obtain CEU's for engineer license.
6226-61	JPMV	MARIANA ST. SURIN	121650	PROPERTY & CASUALTY	DUES AND MEMBERSHIPS	12/04/2024	12/05/2024	12/18/2024	01/25/2025	101395582	NATIONAL SAFETY COUNCIL	499.00	MEMBERSHIP RENEWALS
6211-22	JPMV	TARA CASTILLO	163601	PTNE OPS	CLOTHING AND UNIFORM PURCHASES	11/12/2024	11/13/2024	12/04/2024	12/25/2024	101392993	IN *WESTVIEW CORP SCREEN	115.05	Tees with Logo for Dept Head
6204-78	JPMV	KELLY ARNOLD	210118	PU INVENTORY CONTROL	OFFICE SUPPLIES GENERAL	11/01/2024	11/04/2024	12/16/2024	12/25/2024	101394909	ODP BUS SOL LLC # 101165	13.61	Office goods for staff to perform daily functions.
6204-79	JPMV	KELLY ARNOLD	210118	PU INVENTORY CONTROL	OFFICE SUPPLIES GENERAL	10/31/2024	11/04/2024	12/16/2024	12/25/2024	101394910	ODP BUS SOL LLC # 101165	42.17	Office goods for staff to perform daily functions.
6205-3	JPMV	KEVIN ANDERSON	121710	PURCHASING ADMIN	OTHER OPERATING SUPPLIES	11/05/2024	11/05/2024	12/16/2024	12/25/2024	101394907	LATE PAYMENT CHARGE	171.72	LATE FEE PAYMENT

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6210-4	JPMV	KEVIN ANDERSON	121710	PURCHASING ADMIN	OTHER OPERATING SUPPLIES	11/05/2024	11/12/2024	12/16/2024	12/25/2024	101394906	LATE PAYMENT CHARGE	(171.72)	PROVIDE PAYMENT FOR PURCHASING CARD PROGRAM LATE FEE
6214-76	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	FOOD OPERATING SUPPLIES	11/15/2024	11/18/2024	12/16/2024	12/25/2024	101394973	WAL-MART #1119	104.44	SUPPLY FOOD FOR COUNTY HELD EVENT
6214-78	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	FOOD OPERATING SUPPLIES	11/15/2024	11/18/2024	12/16/2024	12/25/2024	101394974	PUBLIX #1752	168.96	SUPPLY FOOD FOR COUNTY HELD EVENT
6218-37	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	MINOR DATA PROCESSING EQUIPMENT	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101394975	AMAZON MKTPL*GE5YT0VJ3	21.59	EQUIPMENT NEEDED FOR DAILY OPERATIONS
6218-38	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	DUES AND MEMBERSHIPS	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101394976	INTERNATIONAL FACILITY M	441.00	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
6219-77	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	PRINTING AND OR BINDING OUTSIDE VENDORS	11/22/2024	11/25/2024	12/16/2024	12/25/2024	101394977	IN *NAPLES AWARDS,INC	27.00	TO IDENTIFY AND DISPLAY EMPLOYEE NAME
6222-53	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	MINOR OPERATING EQUIPMENT	11/27/2024	11/29/2024	12/16/2024	12/25/2024	101394978	AMAZON MKTPL*Z38Q01192	648.98	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6224-15	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	MINOR OPERATING EQUIPMENT	12/02/2024	12/03/2024	12/16/2024	01/25/2025	101394979	AMAZON MKTPL*ZL3DV8162	289.99	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6242-98	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/16/2024	12/18/2024	01/25/2025	101395589	AMAZON MKTPL*Z19KZ52M2	161.34	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6219-78	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	OTHER MISCELLANEOUS SERVICES	11/21/2024	11/25/2024	12/18/2024	12/25/2024	101395532	THE HOME DEPOT #0280	247.09	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6223-19	JPMV	CHRISTINE SCHAAL	156343	RECREATION/MSTD	OTHER OPERATING SUPPLIES	11/30/2024	12/02/2024	12/18/2024	01/25/2025	101395537	AMAZON MKTPL*Z30HG2M11	916.79	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6223-26	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	OTHER MISCELLANEOUS SERVICES	12/01/2024	12/02/2024	12/18/2024	01/25/2025	101395614	JOANN STORES*JOANN.COM	79.80	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6228-84	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	MINOR OPERATING EQUIPMENT	12/09/2024	12/09/2024	12/18/2024	01/25/2025	101395531	VTECH I-O	335.83	SUPPORTS SERVICE DELIVERY
6231-54	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	OTHER TRAINING EDUCATIONAL EXPENSES	12/10/2024	12/11/2024	12/18/2024	01/25/2025	101395611	AMERICAN RED CROSS	138.00	PROFESSIONAL DEVELOPMENT FOR STAFF
6209-46	JPMV	DEBRA SICILIANO	157440	ROBERTS RANCH HIST	OFFICE SUPPLIES GENERAL	11/10/2024	11/11/2024	12/18/2024	12/25/2024	101395662	AMAZON MKTPL*KP4BC33H3	10.99	SUPPORTS SERVICE DELIVERY
6219-50	JPMV	DEBRA SICILIANO	157440	ROBERTS RANCH HIST	OFFICE SUPPLIES GENERAL	11/25/2024	11/25/2024	12/18/2024	12/25/2024	101395663	AMAZON.COM*NY08Y3XF3	54.53	To Maintain Museum Operations
6223-16	JPMV	DEBRA SICILIANO	157440	ROBERTS RANCH HIST	OFFICE SUPPLIES GENERAL	12/02/2024	12/02/2024	12/18/2024	01/25/2025	101395664	AMAZON MKTPL*ZL4QG2A92	16.87	To Maintain Museum Operations
6223-17	JPMV	DEBRA SICILIANO	157440	ROBERTS RANCH HIST	OTHER OPERATING SUPPLIES	12/02/2024	12/02/2024	12/18/2024	01/25/2025	101395666	AMAZON MKTPL*ZL44M1TS2	43.02	To Maintain Museum Operations
6223-18	JPMV	DEBRA SICILIANO	157440	ROBERTS RANCH HIST	OTHER OPERATING SUPPLIES	12/01/2024	12/02/2024	12/18/2024	01/25/2025	101395667	AMAZON MKTPL*ZL33R1FQ0	55.93	To Maintain Museum Operations
6224-10	JPMV	DEBRA SICILIANO	157440	ROBERTS RANCH HIST	OTHER OPERATING SUPPLIES	12/02/2024	12/03/2024	12/18/2024	01/25/2025	101395668	AMAZON MKTPL*ZL7H17A02	150.19	To Maintain Museum Operations
6218-31	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	LANDSCAPE INCIDENTALS	11/20/2024	11/22/2024	12/17/2024	12/25/2024	101395105	GREENWAY LANDSCAPE SUPPLY	875.00	COMMUNITY BEAUTIFICATION
6226-40	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/17/2024	01/25/2025	101395107	FEDEX31496163	24.46	Water quality
6228-69	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	12/08/2024	12/09/2024	12/17/2024	01/25/2025	101395108	AMAZON MKTPL*ZR1QS2Y12	30.84	Employee Productivity
6228-70	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	CLOTHING AND UNIFORM PURCHASES	12/08/2024	12/09/2024	12/17/2024	01/25/2025	101395109	AMAZON RETA* ZR0DV0B30	44.99	Employee Safety
6232-47	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	12/11/2024	12/12/2024	12/17/2024	01/25/2025	101395111	AMAZON MKTPL*ZX39I5ND0	27.60	Employee Productivity
6232-48	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	12/10/2024	12/12/2024	12/17/2024	01/25/2025	101395112	ODP BUS SOL LLC # 101165	122.13	Employee Productivity
6213-35	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	LANDSCAPE INCIDENTALS	11/14/2024	11/15/2024	12/18/2024	12/25/2024	101395533	GORDON ELECTRIC SUPPLY I	1,235.51	COMMUNITY SAFETY
6218-13	JPMV	ANTONIO DOMINGUEZ	138791	SHIP GRANT	OTHER OPERATING SUPPLIES	11/21/2024	11/22/2024	12/18/2024	12/25/2024	101395688	NNA SERVICES LLC	219.00	Maintain professional certification/accreditation.
6225-46	JPMV	KELLY ARNOLD	173410	SOLID WASTE ADMIN	OFFICE SUPPLIES GENERAL	12/03/2024	12/04/2024	12/18/2024	01/25/2025	101395540	AMAZON MKTPL*ZL0890DK2	269.12	Cell phone case to protect County owned assets.
6227-64	JPMV	KELLY ARNOLD	173410	SOLID WASTE ADMIN	OFFICE SUPPLIES GENERAL	12/04/2024	12/06/2024	12/18/2024	01/25/2025	101395690	OFFICE DEPOT #1165	192.99	Quad monitor desk mount for employee duties.
6223-32	JPMV	KEYSA JORGE	156425	SPECIAL POPULATION	MINOR OPERATING EQUIPMENT	12/01/2024	12/02/2024	12/18/2024	01/25/2025	101395561	AMAZON MKTPL*ZL8RR2NN0	49.61	SUPPORT SERVICE DELIVERY
6223-33	JPMV	KEYSA JORGE	156425	SPECIAL POPULATION	MINOR OPERATING EQUIPMENT	12/01/2024	12/02/2024	12/18/2024	01/25/2025	101395558	AMAZON MKTPL*ZL5GO8312	98.28	SUPPORT SERVICE DELIVERY
6223-34	JPMV	KEYSA JORGE	156425	SPECIAL POPULATION	MINOR OPERATING EQUIPMENT	11/29/2024	12/02/2024	12/18/2024	01/25/2025	101395554	AMAZON MKTPL*Z31DT5SU0	89.06	SUPPORT SERVICE DELIVERY
6226-45	JPMV	KEYSA JORGE	156425	SPECIAL POPULATION	FOOD OPERATING SUPPLIES	12/04/2024	12/05/2024	12/18/2024	01/25/2025	101395685	WAL-MART #5391	92.80	SUPPORT SERVICE DELIVERY
6226-46	JPMV	KEYSA JORGE	156425	SPECIAL POPULATION	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/18/2024	01/25/2025	101395686	WM SUPERCENTER #5391	171.88	SUPPORT SERVICE DELIVERY
6227-48	JPMV	KEYSA JORGE	156425	SPECIAL POPULATION	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	12/18/2024	01/25/2025	101395556	AMAZON MKTPL*ZL1QH8IN0	154.41	SUPPORT SERVICE DELIVERY
6223-27	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/01/2024	12/02/2024	12/04/2024	01/25/2025	101393005	AMAZON MARK* ZL68A4ZT0	259.99	Supplies for PSC
6221-27	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	11/25/2024	11/27/2024	12/13/2024	12/25/2024	101394766	THE HOME DEPOT #6348	592.44	Maintenance supplies for PSC
6226-19	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/03/2024	12/05/2024	12/13/2024	01/25/2025	101394767	THE HOME DEPOT #6348	1,728.90	Supplies for PSC
6228-29	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/06/2024	12/09/2024	12/13/2024	01/25/2025	101394768	THE HOME DEPOT #6348	198.78	Supplies for PSC
6228-30	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/05/2024	12/09/2024	12/13/2024	01/25/2025	101394770	THE HOME DEPOT #6348	249.50	Supplies for PSC
6228-32	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/06/2024	12/09/2024	12/13/2024	01/25/2025	101394772	SUNSHINE ACE -GOLDEN GAT	691.06	MAINTENANCE SUPPLIES FORE PSC
6218-19	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101395004	AMAZON MKTPL*EL6D79413	1,473.82	Supplies for PSC
6226-30	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101395005	AMAZON MARK* ZL8OE3RV2	49.96	Supplies for PSC
6228-46	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	COMPUTER SOFTWARE	12/06/2024	12/09/2024	12/16/2024	01/25/2025	101395033	ADOBE *ADOBE	239.88	ADOBE SUBSCRIPTION FOR SPORTS COMPLEX STAFF
6225-32	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/03/2024	12/04/2024	12/17/2024	01/25/2025	101395045	SUNSHINE ACE -GOLDEN GAT	40.01	MAINTENANCE SUPPLIES FORE PSC
6228-44	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	RENT SUPPLIES	12/07/2024	12/09/2024	12/17/2024	01/25/2025	101395088	IN *D3JE LLC	1,297.80	Supplies for PSC
6228-45	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/06/2024	12/09/2024	12/17/2024	01/25/2025	101395089	MASQUERADE & BALLOONS GAL	1,500.00	SNOWFEST SUPPLIES FOR PSC
6228-42	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER MISCELLANEOUS SERVICES	12/07/2024	12/09/2024	12/17/2024	01/25/2025	101395087	WAVE - *PRINCESS ENTERTAI	450.00	Supplies for PSC
6231-55	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER CONTRACTUAL SERVICES	12/10/2024	12/11/2024	12/17/2024	01/25/2025	101395149	GRAINGER	475.40	Supplies for PSC
6241-57	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/12/2024	12/13/2024	12/17/2024	01/25/2025	101395150	GRAINGER	640.10	Supplies for PSC
6241-58	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/12/2024	12/13/2024	12/17/2024	01/25/2025	101395153	GRAINGER	367.18	Supplies for PSC
6242-30	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/12/2024	12/16/2024	12/18/2024	01/25/2025	101395523	THE HOME DEPOT #6348	921.30	Maintenance supplies for PSC
6228-31	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/05/2024	12/09/2024	12/18/2024	01/25/2025	101395524	THE HOME DEPOT #6348	655.98	Supplies for PSC
6228-17	JPMV	TARA CASTILLO	163630	TRAFFIC OPERATIONS	OTHER OPERATING SUPPLIES	12/08/2024	12/09/2024	12/18/2024	01/25/2025	101395586	AMAZON MKTPL*ZR5U83431	369.00	Equip & Materials used for work
6216-71	JPMV	GLORIA HERRERA	163609	TRANS DIVISION ADMIN	OFFICE SUPPLIES GENERAL	11/18/2024	11/20/2024	12/13/2024	12/25/2024	101394800	ODP BUS SOL LLC # 101165	17.98	office supplies for staff use
6218-59	JPMV	GLORIA HERRERA	163609	TRANS DIVISION ADMIN	DUES AND MEMBERSHIPS	11/21/2024	11/22/2024	12/13/2024	12/25/2024	101394805	FLORIDA STORMWATER ASSOCI	2,500.00	LOCAL GOVT RENEWAL TO KEEP ABREAST OF STORMWATER ISSUES.
6218-60	JPMV	GLORIA HERRERA	163609	TRANS DIVISION ADMIN	MINOR OFFICE FURNITURE	11/19/2024	11/22/2024	12/13/2024	12/25/2024	101394801	ODP BUS SOL LLC # 101165	407.99	Office equipment for staff use
6226-52	JPMV	GLORIA HERRERA	163609	TRANS DIVISION ADMIN	OFFICE SUPPLIES GENERAL	12/03/2024	12/05/2024	12/13/2024	01/25/2025	101394803	ODP BUS SOL LLC # 101165	65.14	office supplies for staff use
6226-53	JPMV	GLORIA HERRERA	163609	TRANS DIVISION ADMIN	OFFICE SUPPLIES GENERAL	12/03/2024	12/05/2024	12/13/2024	01/25/2025	101394804	ODP BUS SOL LLC # 105910	12.50	office supplies for staff use
6220-3	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	DUES AND MEMBERSHIPS	11/25/2024	11/26/2024	12/17/2024	12/25/2024	101395090	APPRAISAL INSTITUTE	400.00	Required membership for Appraiser
6220-4	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	DUES AND MEMBERSHIPS	11/25/2024	11/26/2024	12/17/2024	12/25/2024	101395091	BUDGET NOTARY SERVICES	108.95	REQUIRED FOR ROW POSITION
6221-18	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	DUES AND MEMBERSHIPS	11/26/2024	11/27/2024	12/17/2024	12/25/2024	101395092	ITE	345.00	MEMBERSHIP FOR JAY AHMAD
6222-10	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OTHER TRAINING EDUCATIONAL EXPENSES	11/27/2024	11/29/2024	12/17/2024	12/25/2024	101395096	PAYPAL *HAGENENTERP	50.00	CONTINUED EDUCATION
6222-11	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OFFICE SUPPLIES GENERAL	11/26/2024	11/29/2024	12/17/2024	12/25/2024	101395095	ODP BUS SOL LLC # 101165	45.27	office supplies for staff use
6226-6	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	LICENSES AND PERMITS	12/04/2024	12/05/2024	12/17/2024	01/25/2025	101395093	NIC*-DEPT BUS & PROF R	49.00	MANDATORY PE LICENSE FOR MATTHEW THOMAS
6218-58	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OTHER TRAINING EDUCATIONAL EXPENSES	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101394947	MYTTCONLINE.COM	615.00	Staff Training online class
6221-57	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	11/25/2024	11/27/2024	12/16/2024	12/25/2024	101394950	OFFICE DEPOT #1165	675.73	office Supplies for office staff
6221-59	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	11/25/2024	11/27/2024	12/16/2024	12/25/2024	101394951	ODP BUS SOL LLC # 101165	397.14	office supplies for staff use
6221-60	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	11/25/2024	11/27/2024	12/16/2024	12/25/2024	101394953	ODP BUS SOL LLC # 105910	81.46	office supplies for staff use
6222-67	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	11/27/2024	11/29/2024	12/16/2024	12/25/2024	101394954	CDW GOVT #AB7GZ1X	92.24	CONDUCT COUNTY BUSINESS
6222-68	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	11/25/2024	11/29/2024	12/16/2024	12/25/2024	101394956	ODP BUS SOL LLC # 101165	9.58	office supplies for staff use
6223-37	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	11/27/2024	12/02/2024	12/16/2024	01/25/2025	101394957	ODP BUS SOL LLC # 101165	44.95	Supplies for staff
6219-76	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	ROOFING CONTRACTORS	11/22/2024	11/25/2024	12/17/2024	12/25/2024	101395110	GREENLING ROOFING	900.00	SUPPLIES/MATERIALS NEEDED FOR FIELDS CREWS
6227-57	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	LICENSES AND PERMITS	12/04/2024	12/06/2024	12/17/2024	01/25/2025	101395097	FLORIDA SURVEYING & MAPPI	265.00	RENEW T.ANDERSON FSMS MEMBERSHIP
6227-58	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OTHER TRAINING EDUCATIONAL EXPENSES	12/04/2024	12/06/2024	12/17/2024	01/25/2025	101395098	FLORIDA SURVEYING & MAPPI	460.00	LICENSE REQUIRED FOR STAFF TO PERFORM DUTIES

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6226-23	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	MARKETING AND PROMOTIONAL	12/04/2024	12/05/2024	12/16/2024	01/25/2025	101395015	GAN-FL LOCALIQ ADV	1,406.40	SUPPORT PROGRAM SERVICES DELIVERY
6231-42	JPMV	CHRISTINE SCHAAL	156390	VINEYARD COMM PK	OTHER OPERATING SUPPLIES	12/09/2024	12/11/2024	12/18/2024	01/25/2025	101395627	FUN EXPRESS	420.15	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6232-34	JPMV	CHRISTINE SCHAAL	156390	VINEYARD COMM PK	FOOD OPERATING SUPPLIES	12/11/2024	12/12/2024	12/18/2024	01/25/2025	101395632	WM SUPERCENTER #5391	128.56	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6219-62	JPMV	KELLY ARNOLD	233351	WASTEWATER FIELD OPS	OFFICE SUPPLIES GENERAL	11/21/2024	11/25/2024	12/18/2024	12/25/2024	101395550	ODP BUS SOL LLC # 101165	528.95	Office goods for staff to perform daily functions.
6222-38	JPMV	KELLY ARNOLD	233351	WASTEWATER FIELD OPS	OFFICE SUPPLIES GENERAL	11/25/2024	11/29/2024	12/18/2024	12/25/2024	101395552	ODP BUS SOL LLC # 101165	81.56	Office goods for staff to perform daily functions.
6212-59	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	OTHER TRAINING EDUCATIONAL EXPENSES	11/13/2024	11/14/2024	12/16/2024	12/25/2024	101394949	NIC*- FL DEPT OF AGRI	102.50	EMPLOYEE EDUCATION
6219-79	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	FERTILIZER HERBICIDES AND CHEMICALS	11/22/2024	11/25/2024	12/16/2024	12/25/2024	101394948	BT *NATURAL WATERSCAP	2,579.96	COMMUNITY BEAUTIFICATION
6242-116	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	OTHER EQUIP REPAIRS AND MAINTENANCE	12/14/2024	12/16/2024	12/18/2024	01/25/2025	101395620	AMAZON MKTPL*ZX2RQ79F0	79.90	EQUIPMENT MAINTENANCE
6231-68	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	OFFICE SUPPLIES GENERAL	12/09/2024	12/11/2024	12/18/2024	01/25/2025	101395610	THE HOME DEPOT #0280	24.97	EMPLOYEE PRODUCTIVITY
6231-69	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	OTHER EQUIP REPAIRS AND MAINTENANCE	12/09/2024	12/11/2024	12/18/2024	01/25/2025	101395612	JOHN COLLINS AUTO PARTS	250.98	EQUIPMENT MAINTENANCE
6232-71	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	OTHER OPERATING SUPPLIES	12/10/2024	12/12/2024	12/18/2024	01/25/2025	101395615	THE HOME DEPOT #0280	119.39	EMPLOYEE PRODUCTIVITY
6241-64	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	12/18/2024	01/25/2025	101395617	THE HOME DEPOT #0280	96.38	EMPLOYEE PRODUCTIVITY
6241-65	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	OFFICE SUPPLIES GENERAL	12/12/2024	12/13/2024	12/18/2024	01/25/2025	101395619	AMAZON MKTPL*Z10NF9CD2	38.58	EQUIPMENT MAINTENANCE
6204-81	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OTHER TRAINING EDUCATIONAL EXPENSES	11/01/2024	11/04/2024	12/09/2024	12/25/2024	101393547	UF TEACHING AND TECHNOLOG	625.00	Utility leadership practices school J Romano.
6204-82	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OTHER TRAINING EDUCATIONAL EXPENSES	11/01/2024	11/04/2024	12/09/2024	12/25/2024	101393548	UF TEACHING AND TECHNOLOG	625.00	Utility leadership practices school S. Borrego.
6207-65	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	LICENSES AND PERMITS	11/06/2024	11/07/2024	12/18/2024	12/25/2024	101395646	USPS PO 1162770465	350.00	Permit fee for business reply mail for water dept.
6216-72	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	TOLLS	11/19/2024	11/20/2024	12/18/2024	12/25/2024	101395647	NIC*-LEEWAY VIOLATIONE	30.00	TOLL FEE FOR ON CALL WATER DISTRIBUTION TECHS.
6211-39	JPMV	GLORIA HERRERA	178975	WATER POLLUTION	OTHER OPERATING SUPPLIES	11/12/2024	11/13/2024	12/13/2024	12/25/2024	101394775	PAYPAL *MARINEASSET MARIN	2,800.00	Vessel used for sample collection, surveys, and invest
6214-109	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	MINOR OPERATING EQUIPMENT	11/14/2024	11/18/2024	12/16/2024	12/25/2024	101394980	THE HOME DEPOT #6348	488.91	Office Equipment
6214-110	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	11/18/2024	11/18/2024	12/16/2024	12/25/2024	101394981	AMAZON MKTPL*Z94TJ9JK3	21.99	OFFICE SUPPLIES
6214-111	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	MINOR OFFICE EQUIPMENT	11/18/2024	11/18/2024	12/16/2024	12/25/2024	101394982	AMAZON MKTPL*EM51P9MT3	105.00	Office Equipment
6216-77	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	DUES AND MEMBERSHIPS	11/19/2024	11/20/2024	12/16/2024	12/25/2024	101394984	FSP*BCSP BOARD OF CERT SA	325.00	MEMBERSHIP RENEWALS
6216-76	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	DUES AND MEMBERSHIPS	11/19/2024	11/20/2024	12/16/2024	12/25/2024	101394983	AMERICAN SOCIETY OF SAFE	217.00	Renewing Memberships
6218-66	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	DUES AND MEMBERSHIPS	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101394986	FSP*BCSP BOARD OF CERT SA	180.00	MEMBERSHIP RENEWALS
6218-65	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	DUES AND MEMBERSHIPS	11/21/2024	11/22/2024	12/16/2024	12/25/2024	101394985	AMERICAN SOCIETY OF SAFE	217.00	Dues and Memberships
6222-74	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	OFFICE EQUIPMENT R AND M	11/27/2024	11/29/2024	12/16/2024	12/25/2024	101394987	AMAZON MKTPL*Z323K9NN2	111.38	Protection for County Property
6219-74	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	11/22/2024	11/25/2024	12/04/2024	12/25/2024	101392995	ODP BUS SOL LLC # 101165	128.71	Office goods for staff to perform daily functions.
6219-75	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	11/20/2024	11/25/2024	12/04/2024	12/25/2024	101392996	ODP BUS SOL LLC # 101165	25.70	Office goods for staff to perform daily functions.
											County P-Cards Pending Approval	**$200,106.48**	
6171-22	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	10/01/2024	10/02/2024	12/05/2024	11/25/2024	101393048	MARRIOTT MARCO ISLAND	7,500.00	RFPE sponsorship to promote Tourism in CC
6217-39	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	11/19/2024	11/21/2024	12/05/2024	12/25/2024	101393008	NAPLES GRANDE SERTFI	10,000.00	RFPE sponsorship to promote Tourism in CC
6202-34	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	10/30/2024	10/31/2024	12/09/2024	00/25/0000	101393549	DELTA AIR 0062279013528	415.95	TRAVEL TO EVENT TO PROMOTE TOURISM IN CC.
6199-5	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	10/25/2024	10/28/2024	12/16/2024	11/25/2024	101394908	UBER *TRIP	72.74	TRANSPORTATION DURING EVENT TO PROMOTE TOURISM IN CC
6211-1	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	11/12/2024	11/13/2024	12/16/2024	12/25/2024	101395034	NAPLES PRI* NAPLES PRI	212.00	EVENT TO PROMOTE TOURISM IN CC
6217-24	JPMV	IRENE TAKLA	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	11/20/2024	11/21/2024	12/16/2024	12/25/2024	101394959	IN *NAPLES AWARDS,INC	13.50	PROMOTE TOURISM IN CC
6219-13	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/22/2024	11/25/2024	12/16/2024	12/25/2024	101395036	MARRIOTT MARCO ISLAND	538.00	Hotel deposit at event to promote Tourism in CC
6219-34	JPMV	IRENE TAKLA	101540	TDC ADV AND PRO	DUES AND MEMBERSHIPS	11/21/2024	11/25/2024	12/16/2024	12/25/2024	101394990	FLORIDA SPORTS FOUNDATION	2,060.00	TO PROMOTE TOURISM IN CC
6227-4	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	12/05/2024	12/06/2024	12/16/2024	01/25/2025	101395037	BEACH BUGZ	240.00	TO PROMOTE TOURISM IN CC
6227-5	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	12/05/2024	12/06/2024	12/16/2024	01/25/2025	101395038	PINCHERS CRAB SHACK -	647.33	MEAL DURING EVENT TO PROMOTE TOURISM IN CC.
6228-6	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/07/2024	12/09/2024	12/16/2024	01/25/2025	101395039	HILTON HOTELS	388.80	Hotel charge at event to promote Tourism in CC
6229-4	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	12/09/2024	12/10/2024	12/16/2024	01/25/2025	101395040	HAVANNA CAFE	172.20	MEAL DURING EVENT TO PROMOTE TOURISM IN CC.
6218-33	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	DUES AND MEMBERSHIPS	11/20/2024	11/22/2024	12/17/2024	12/25/2024	101395128	NAPLES BOTANICAL GARDE	750.00	MEMBERSHIP TO PROMOTE TOURISM IN CC
6226-41	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	12/04/2024	12/05/2024	12/17/2024	01/25/2025	101395130	TST*THE FISH HOUSE	38.72	MEAL WITH PLANNER TO PROMOTE TOURISM IN CC.
6225-2	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OFFICE SUPPLIES GENERAL	12/02/2024	12/04/2024	12/13/2024	01/25/2025	101394799	ODP BUS SOL LLC # 101165	481.53	Support office functions and staff
6210-1	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	MARKETING AND PROMOTIONAL	11/11/2024	11/12/2024	12/18/2024	12/25/2024	101395574	TURN KEY EVENTS LLC	234.08	Booth decor for event to promote Tourism in CC
6210-2	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/11/2024	11/12/2024	12/18/2024	12/25/2024	101395575	SQ *AA RSW CURB	3.00	Luggage fee at airport for event to promote Tourism
6214-12	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/15/2024	11/18/2024	12/18/2024	12/25/2024	101395576	RWLV HOTEL FRONT DESK	461.91	Hotel charge at event to promote Tourism in CC
6216-5	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/15/2024	11/20/2024	12/18/2024	12/25/2024	101395577	RWLV HOTEL FRONT DESK	(226.76)	Credit with batch #6214-12
6221-12	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	MARKETING AND PROMOTIONAL	11/26/2024	11/27/2024	12/18/2024	12/25/2024	101395579	PALM PRINTING	224.54	Printing of report to promote Tourism
											Tourism P-Cards Under Resolution 2006-40	**$ 24,227.54**	
											Total P-Cards Pending Approval	**$ 224,334.02**	

Executive Summary

To record in the minutes of the Board of County Commissioners, the check number (or other payment method), amount, payee, and purpose for which the referenced disbursements in the amount of $101,216,963.78 were drawn for the periods between December 12, 2024, and January 1, 2025, pursuant to Florida Statute 136.06.

OBJECTIVE: To record in the minutes of the Board of County Commissioners the disbursement listing for the periods between December 12, 2024 and January 1, 2025.

CONSIDERATIONS: In accordance with Florida Statutes, Chapter 136.06(1), the Clerk's office requests that these listings be made part of the official records of the Board of County Commissioners.

FISCAL IMPACT: Disbursements as presented on the attached report.

GROWTH MANAGEMENT IMPACT: None.

LEGAL CONSIDERATIONS: None.

RECOMMENDATIONS: That the disbursements in the amount of $101,216,963.78 be recorded in the minutes of the Board of County Commissioners pursuant to Florida Statute 136.06.

PREPARED BY: Leslie Miller, Operations Manager
Clerk of the Circuit Court & Comptroller

ATTACHMENTS:
1. 1.1.2025 Disbursements

COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

DISBURSEMENTS REPORT

FOR THE PERIOD OF 12/12/2024 - 1/1/2025

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/12/2024	KIRK SANDERS	226178	11,445.16	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 11,445.16		
12/12/2024	KIRK SANDERS	226179	2,500.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,500.00		
12/12/2024	FPL ASSIST	226180	216.01	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 216.01		
12/12/2024	SADDLEBROOK SEVEN LLC	226181	1,278.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,278.00		
12/12/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	1,992.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,992.00		
12/12/2024	ALLIED UNIVERSAL CORPORATION	ACH12	4,931.08	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE SODIUM HYPOCHLORITE FOR GOLDEN GATE FACILITY
12/12/2024	ALLIED UNIVERSAL CORPORATION	ACH12	7,744.66	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 12,675.74		
12/12/2024	AIRBUS HELICOPTERS INC	ACH12	10,640.95	AVIATION R AND M	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT
			$ 10,640.95		
12/12/2024	BECKER & POLIAKOFF PA	ACH12	8,750.00	OTHER CONTRACTUAL SERVICES	ADVANCE THE COUNTY'S LEGISLATIVE PRIORITIES & INITIATIVES
			$ 8,750.00		
12/12/2024	CARTER FENCE COMPANY INC	ACH12	920.68	FENCING MAINTENANCE	MAINTAIN COUNTY PROPERTY/ASSETS
			$ 920.68		
12/12/2024	COLLIER COUNTY PUBLIC SCHOOLS	ACH12	1,551,048.75	DUE TO SCHOOL BOARD	NOVEMBER 2024 SCHOOL IMPACT
			$ 1,551,048.75		
12/12/2024	DAVID B FOX	ACH12	277.88	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 277.88		
12/12/2024	DISTRICT TWENTY MEDICAL EXAMINER	ACH12	90,233.33	MEDICAL EXAMINER OPERATIONS	PUBLIC SAFETY - MEDICAL EXAMINER SERVICES
			$ 90,233.33		
12/12/2024	JSFM INC	ACH12	17.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 17.00		
12/12/2024	PATRICK H NEALE PLLC	ACH12	2,106.00	LEGAL FEES	PROVIDE GMCDD LEGAL REPRESENTATION CONTRACTORS LICENSING BD
			$ 2,106.00		
12/12/2024	QUALITY ENTERPRISES USA INC	ACH12	5,533.00	OTHER MACHINERY AND EQUIPMENT	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/12/2024	QUALITY ENTERPRISES USA INC	ACH12	(276.65)	RETAINAGE HELD	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/12/2024	QUALITY ENTERPRISES USA INC	ACH12	52,777.63	EMERGENCY MAINT AND REPAIR	EMERGENCY CONTRACTOR SERVICES FOR PUBLIC UTILITIES
			$ 58,033.98		
12/12/2024	CDW LLC	ACH12	261.57	MINOR DATA PROCESSING EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
			$ 261.57		
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2,502.86	UTILITIES PARTS ETC	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	190.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1,123.07	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	798.71	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	3,543.50	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	9,540.40	UTILITIES PARTS ETC	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	9,520.85	UTILITIES PARTS ETC	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	51.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	69.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	95.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	137.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	153.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	211.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2,947.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	491.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2,115.60	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	6,684.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1,438.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	399.76	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	129.51	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	174.36	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	56.49	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	16,050.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	4,419.50	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	147.52	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	7,144.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	238.48	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	20,052.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	13,368.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	902.72	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2,019.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1,519.23	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	86.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	8,158.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	8,025.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	18,122.82	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	186.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	506.41	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	156.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	708.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	4,877.50	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	113.34	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	39.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	21.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	7.67	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	25.56	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	9.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	57.68	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	20.30	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	20.12	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	7.08	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	22.47	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	7.91	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	161.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	56.89	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	105.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	37.25	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	13.56	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	14.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	16.20	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	18.96	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	22.08	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	14.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	14.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	16.20	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	22.08	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	27.48	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	18.96	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	21.00	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	23.88	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	27.48	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	37.80	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	27.48	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	28.32	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	31.92	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	36.96	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	47.04	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	30.00	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	33.12	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	37.80	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	50.40	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	60.60	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	39.48	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	47.04	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	65.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	86.64	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	29.52	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	51.60	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	68.04	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	22.20	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	24.60	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	29.52	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	137.00	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	31.20	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	156.25	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	28.68	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	48.84	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	23.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	56.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	174.55	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	46.82	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	146.10	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	39.18	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(6.41)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	230.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	390.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(12.40)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	473.37	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(9.47)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	692.60	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	354.20	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	571.90	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1,507.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	172.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(3.45)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	310.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	221.08	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	355.32	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	103.21	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	402.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(27.85)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	613.40	SPRINKLER SYSTEM MAINTENANCE	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	586.40	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(11.73)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	395.10	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	134.61	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	173.07	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	706.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1,072.75	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(41.73)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	58,080.00	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2,719.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1,577.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1,200.21	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2,828.54	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	177.44	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	380.58	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	216.58	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	128.73	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	62.37	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	708.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	888.79	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(217.76)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	259,240.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	9,332.61	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	26,850.80	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(5,908.47)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	11.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.14	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	14.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.18	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	23.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA

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12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.29	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	32.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.39	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	34.30	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.42	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	41.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.51	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	32.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	34.30	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.42	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	42.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.53	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	117.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.45	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	147.50	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.82	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	21.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.26	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	28.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.35	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	29.30	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.36	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	44.50	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.55	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	48.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.59	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	51.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.64	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	24.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.30	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	27.10	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.33	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	46.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.58	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	54.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.68	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	78.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.97	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	113.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	24.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.30	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	27.10	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.33	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	46.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.58	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	54.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.68	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	78.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.97	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	113.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	21.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.27	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	33.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.41	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	50.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.62	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	63.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.78	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	75.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.93	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	97.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	42.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.52	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	54.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.67	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	61.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	0.76	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	122.50	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.51	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	138.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.71	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	190.40	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2.35	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	125.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.54	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	175.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2.17	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	239.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	2.95	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	351.70	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	4.33	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	479.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	5.91	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	655.50	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	8.08	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	117.90	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1.47	UTILITIES PARTS ETC	OPERATE & MAINTAIN NESA
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	154.32	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	86.00	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	18.84	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	29.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	41.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	53.64	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	78.00	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	25.44	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	33.12	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	46.68	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	60.48	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	116.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	35.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	45.12	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	62.76	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	81.48	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	116.28	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	48.72	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	58.32	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	82.32	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	102.24	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	149.40	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	60.12	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	67.08	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	95.52	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	119.76	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	175.56	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	91.92	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	120.00	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	175.20	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	230.40	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	47.04	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	30.72	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	20.40	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	23.64	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	51.48	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	59.88	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	27.24	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	35.16	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	32.04	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	32.76	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	78.96	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	58.92	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	1,309.20	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	FERGUSON ENTERPRISES LLC	ACH12	(84.56)	DISCOUNT APPLIED	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 528,424.63		
12/12/2024	TAMIAMI FORD INC	ACH12	125.84	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/12/2024	TAMIAMI FORD INC	ACH12	23.52	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/12/2024	TAMIAMI FORD INC	ACH12	27.25	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 176.61		
12/12/2024	GRAYBAR ELECTRIC COMPANY INC	ACH12	10,239.12	SIGNAL SYSTEM MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/12/2024	GRAYBAR ELECTRIC COMPANY INC	ACH12	1,180.91	MINOR SECURITY EQUIPMENT	PROVIDE PROJECT MANAGEMENT FUNCTIONS WWATER SEWER DISTRICT
12/12/2024	GRAYBAR ELECTRIC COMPANY INC	ACH12	11.13	POSTAGE FREIGHT AND UPS	PROVIDE PROJECT MANAGEMENT FUNCTIONS WWATER SEWER DISTRICT
			$ 11,431.16		
12/12/2024	COMCAST	ACH12	272.70	CABLE TV / INTERNET	CABLE TV FOR BUSINESS
12/12/2024	COMCAST	ACH12	229.95	CABLE TV / INTERNET	PROVIDE CABLE AND INTERNET SERVICE FOR GMCDD
12/12/2024	COMCAST	ACH12	117.25	CABLE TV / INTERNET	PROVIDE CABLE AND INTERNET SERVICE FOR GMCDD
12/12/2024	COMCAST	ACH12	259.95	CABLE TV / INTERNET	COMMUNICATIONS
12/12/2024	COMCAST	ACH12	10.00	CABLE TV / INTERNET	PROVIDE COMMUNICATION DEVICES/SERVICES FOR COUNTY STAFF
12/12/2024	COMCAST	ACH12	97.64	CABLE TV / INTERNET	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/12/2024	COMCAST	ACH12	284.28	CABLE TV / INTERNET	PROVIDE INTERNET SERVICE OUTLYING SITES FOR WATER DIST/WF
			$ 1,271.77		
12/12/2024	CAROLLO ENGINEERS INC	ACH12	238.00	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/12/2024	CAROLLO ENGINEERS INC	ACH12	902.00	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/12/2024	CAROLLO ENGINEERS INC	ACH12	849.00	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 1,989.00		
12/12/2024	FLORIDA DEPARTMENT OF	ACH12	80,722.47	REMITTANCES TO OTHER GOVERNMENTS	COUNTY & STATE JUVENILE
			$ 80,722.47		
12/12/2024	TRACER ELECTRONICS LLC	ACH12	31,300.00	OTHER MACHINERY AND EQUIPMENT	PROVIDE ACCURATE LOCATION SERVICES FOR WATER-SEWER DISTRICT
12/12/2024	TRACER ELECTRONICS LLC	ACH12	1,708.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE ACCURATE LOCATION SERVICES FOR WATER-SEWER DISTRICT
12/12/2024	TRACER ELECTRONICS LLC	ACH12	70.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE ACCURATE LOCATION SERVICES FOR WATER-SEWER DISTRICT
12/12/2024	TRACER ELECTRONICS LLC	ACH12	898.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE ACCURATE LOCATION SERVICES FOR WATER-SEWER DISTRICT
12/12/2024	TRACER ELECTRONICS LLC	ACH12	720.00	POSTAGE FREIGHT AND UPS	PROVIDE ACCURATE LOCATION SERVICES FOR WATER-SEWER DISTRICT
			$ 34,696.00		
12/12/2024	GRAINGER INDUSTRIAL SUPPLY	ACH12	86.50	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/12/2024	GRAINGER INDUSTRIAL SUPPLY	ACH12	931.56	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/12/2024	GRAINGER INDUSTRIAL SUPPLY	ACH12	3,936.36	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	GRAINGER INDUSTRIAL SUPPLY	ACH12	980.62	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 5,935.04		
12/12/2024	SULPHURIC ACID TRADING CO INC	ACH12	4,360.50	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,360.50		
12/12/2024	CITY OF EVERGLADES CITY	ACH12	50.00	EVERGLADES ZONING	NOV 24 REVIEWS
			$ 50.00		
12/12/2024	GILLIG LLC	ACH12	50.54	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 50.54		
12/12/2024	FISHER SCIENTIFIC	ACH12	244.16	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/12/2024	FISHER SCIENTIFIC	ACH12	124.94	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 369.10		
12/12/2024	BOUND TREE MEDICAL LLC	ACH12	75.57	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 75.57		
12/12/2024	BAKER & TAYLOR ENTERTAINMENT	ACH12	2,250.00	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 2,250.00		
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	100.00	TELEPHONE SYSTEM SUPPORT ALLOCATION	AIRPORT OPERATIONS
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	595.86	TELEPHONE SYSTEM SUPPORT ALLOCATION	AIRPORT OPERATIONS
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	259.92	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	41.58	TELEPHONE BASE COST	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	148.52	OTHER CONTRACTUAL SERVICES	INTERNET SERVICES TO ALLOW WORK PRODUCT FLOW
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	80.34	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	174.24	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	44.55	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/12/2024	CENTURYLINK COMMUNICATIONS LLC	ACH12	450.11	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 1,895.12		
12/12/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH12	4,603.71	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/12/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH12	29,289.16	PAINTING CONTRACTORS	MAINTAIN TRAFFIC OPERATIONS & SVS
12/12/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH12	211.75	SIGNAL R&M/CONTRACT	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/12/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH12	3,402.44	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 37,507.06		
12/12/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH12	21,710.94	OTHER CONTRACTUAL SERVICES	MOWING ROADWAYS AND RURAL AREAS
12/12/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH12	14,428.05	OTHER CONTRACTUAL SERVICES	MOWING ALONG CANALS FOR PUBLIC SAFETY
12/12/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH12	1,801.80	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL SCALE HOUSE
12/12/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH12	326.70	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL SCALE HOUSE
12/12/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH12	1,252.35	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL SCALE HOUSE
12/12/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH12	435.60	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL SCALE HOUSE
			$ 39,955.44		
12/12/2024	TAMPA TRUCK CENTER LLC	ACH12	(333.32)	CREDIT MEMO	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	TAMPA TRUCK CENTER LLC	ACH12	665.56	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	TAMPA TRUCK CENTER LLC	ACH12	112.88	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	TAMPA TRUCK CENTER LLC	ACH12	15.44	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	TAMPA TRUCK CENTER LLC	ACH12	16.01	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 476.57		
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	729.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/12/2024	PACE ANALYTICAL SERVICES INC	ACH12	162.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 5,346.00		
12/12/2024	COLLIER COUNTY CHILD ADVOCACY COUNC	ACH12	16,950.00	ABUSED SHELTERED CHILDREN	REIMBURSE STATE MANDATED SERVICES
			$ 16,950.00		
12/12/2024	UNITED REFRIGERATION INC	ACH12	512.97	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 512.97		
12/12/2024	PALMDALE OIL COMPANY	ACH12	326.42	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	PALMDALE OIL COMPANY	ACH12	75.00	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	PALMDALE OIL COMPANY	ACH12	351.32	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	PALMDALE OIL COMPANY	ACH12	75.00	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	PALMDALE OIL COMPANY	ACH12	373.46	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/12/2024	PALMDALE OIL COMPANY	ACH12	75.00	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,276.20		
12/12/2024	WOODS WEIDENMILLER MICHETTI & RUDNI	ACH12	22,392.00	LEGAL FEES	PROVIDE SPECIALIZED LEGAL SERVICES TO THE COUNTY
12/12/2024	WOODS WEIDENMILLER MICHETTI & RUDNI	ACH12	280.00	LEGAL FEES	PROVIDE SPECIALIZED LEGAL SERVICES TO THE COUNTY
			$ 22,672.00		
12/12/2024	VISION SERVICE PLAN IC	ACH12	17,878.12	REINSURANCE PREMIUM	ATTRACT AND RETAIN AN EFFECTIVE WORKFORCE
			$ 17,878.12		
12/12/2024	O-A-K FLORIDA INC	ACH12	38,347.88	IMPROVEMENTS GENERAL	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
12/12/2024	O-A-K FLORIDA INC	ACH12	2,268.50	IMPROVEMENTS GENERAL	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
12/12/2024	O-A-K FLORIDA INC	ACH12	3,500.00	IMPROVEMENTS GENERAL	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
12/12/2024	O-A-K FLORIDA INC	ACH12	10,888.36	IMPROVEMENTS GENERAL	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
12/12/2024	O-A-K FLORIDA INC	ACH12	307,834.88	IMPROVEMENTS GENERAL	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
12/12/2024	O-A-K FLORIDA INC	ACH12	128,707.76	IMPROVEMENTS GENERAL	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
12/12/2024	O-A-K FLORIDA INC	ACH12	35,824.50	IMPROVEMENTS GENERAL	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
12/12/2024	O-A-K FLORIDA INC	ACH12	26,368.59	IMPROVEMENTS GENERAL	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
12/12/2024	O-A-K FLORIDA INC	ACH12	(27,687.02)	RETAINAGE HELD	COUNTY GOVERNMENT MAIN CAMPUS CHILLER PLANT UPGRADES
			$ 526,053.45		
12/12/2024	ELECTRONIC ACCESS SPECIALIST	ACH12	389.80	LOCKSMITHS SERVICES AND SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 389.80		
12/12/2024	WESTON & SAMPSON ENGINEERS INC	ACH12	2,051.50	ENGINEERING FEES	REQ SERVICES FOR A BOARD APPROVED JOB
12/12/2024	WESTON & SAMPSON ENGINEERS INC	ACH12	8,636.00	ENGINEERING FEES	REQ SERVICES FOR A BOARD APPROVED JOB
			$ 10,687.50		
12/12/2024	STRATEGY MARKETING GROUP INC	ACH12	589.45	PRINTING AND OR BINDING OUTSIDE VENDORS	MAIL COMMUNICATION TO SPOUSE OF EMPLOYEES QUALIFYING FY24-25
12/12/2024	STRATEGY MARKETING GROUP INC	ACH12	15.00	PRINTING AND OR BINDING OUTSIDE VENDORS	MAIL COMMUNICATION TO SPOUSE OF EMPLOYEES QUALIFYING FY24-25
			$ 604.45		

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12/12/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH12	107,560.00	GREATER NAPLES IMPACT FEES	NOVEMBER 2024 IMPACT FEES
12/12/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH12	190.02	OTHER MISCELLANEOUS SERVICES	NOVEMBER 2024 IMPACT FEES
12/12/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH12	46,251.87	GREATER NAPLES INSPECTION FEES	NOV 24 INSPECTION FEES
			$ 154,001.89		
12/12/2024	LEO'S SOD, LLC	ACH12	288.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
12/12/2024	LEO'S SOD, LLC	ACH12	(12.00)	CREDIT MEMO	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 276.00		
12/12/2024	PATRIOT PLACE TRUST	ACH12	596.88	RENT BUILDINGS	PROVIDE SPACE FOR SHERIFFS OFFICE
12/12/2024	PATRIOT PLACE TRUST	ACH12	475.95	RENT BUILDINGS	PROVIDE SPACE FOR SHERIFFS OFFICE
12/12/2024	PATRIOT PLACE TRUST	ACH12	358.10	RENT BUILDINGS	PROVIDE SPACE FOR SHERIFFS OFFICE
12/12/2024	PATRIOT PLACE TRUST	ACH12	533.34	RENT BUILDINGS	PROVIDE SPACE FOR SHERIFFS OFFICE
			$ 1,964.27		
12/12/2024	EFE INC	ACH12	418.82	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 418.82		
12/12/2024	ENVIRONMENTAL PRODUCTS GROUP INC	ACH12	2,333.21	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,333.21		
12/12/2024	KEYSTAFF INC	ACH12	3,303.73	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/12/2024	KEYSTAFF INC	ACH12	3,498.00	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/12/2024	KEYSTAFF INC	ACH12	3,069.76	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/12/2024	KEYSTAFF INC	ACH12	3,021.46	TEMPORARY LABOR	MAINTAIN AIRPORT STAFFING NEEDS
12/12/2024	KEYSTAFF INC	ACH12	3,408.68	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/12/2024	KEYSTAFF INC	ACH12	5,021.89	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/12/2024	KEYSTAFF INC	ACH12	4,707.38	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/12/2024	KEYSTAFF INC	ACH12	6,368.61	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/12/2024	KEYSTAFF INC	ACH12	1,054.56	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/12/2024	KEYSTAFF INC	ACH12	4,034.25	OTHER CONTRACTUAL SERVICES	MAINTAIN STAFFING NEEDS FOR TRAFFIC OPERATIONS
12/12/2024	KEYSTAFF INC	ACH12	3,207.32	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/12/2024	KEYSTAFF INC	ACH12	4,453.36	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/12/2024	KEYSTAFF INC	ACH12	1,098.09	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/12/2024	KEYSTAFF INC	ACH12	549.05	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/12/2024	KEYSTAFF INC	ACH12	476.02	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
			$ 47,272.16		
12/12/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH12	902.85	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
			$ 902.85		
12/12/2024	AVFUEL CORP.	ACH12	21,181.97	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 21,181.97		
12/12/2024	VALIENTE BUILDERS LLC	ACH12	352.22	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 352.22		
12/12/2024	John Dunnuck III	ACH12	562.13	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	PROVIDE TRAINING ON FL COMM REDEVELOPMENT
			$ 562.13		
12/12/2024	Dana Alger	ACH12	20.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 20.00		
12/12/2024	Christie Betancourt	ACH12	111.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	PUBLIC PURPOSE: PROVIDE TRAINING ON FL COMM REDEVELOPMENT
			$ 111.00		
12/12/2024	Alan Drescher	ACH12	156.00	OUT OF COUNTY TRAVEL REGULAR BUSINESS	PROVIDE STAFF REQUIRED PER DIEM
			$ 156.00		
12/12/2024	Joseph Olivier	ACH12	108.00	OTHER TRAINING EDUCATIONAL EXPENSES	PER DIEM WEBEXONE TRAINING CONF. 2024
			$ 108.00		
12/12/2024	Miguel Perez	ACH12	113.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 113.00		
12/12/2024	Vanessa Caporale	ACH12	20.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 20.00		
12/12/2024	Elvin Vega Lebron	ACH12	113.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 113.00		
12/12/2024	Percival Saavedra	ACH12	113.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 113.00		
12/12/2024	Michael Schank	ACH12	113.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 113.00		
12/12/2024	Patrick Chervoni	ACH12	113.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 113.00		
12/12/2024	Gabriel Delgado Gonzalez	ACH12	372.05	OUT OF COUNTY TRAVEL REGULAR BUSINESS	PROVIDE STAFF REQUIRED PER DIEM
			$ 372.05		
12/12/2024	Jonathan Bartos	ACH12	20.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 20.00		

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12/12/2024	Yvonne Blair	ACH12	428.69	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	PROVIDE TRAINING ON FL COMM REDEVELOPMENT
			$ 428.69		
12/12/2024	Joseph Sanders II	ACH12	162.50	OTHER TRAINING EDUCATIONAL EXPENSES	PER DIEM WEBEXONE TRAINING CONF. 2024
			$ 162.50		
12/12/2024	Mark Gillis	ACH12	108.00	OTHER TRAINING EDUCATIONAL EXPENSES	PER DIEM WEBEXONE TRAINING CONF. 2024
			$ 108.00		
12/12/2024	Amanda De Castro	ACH12	32.00	MILEAGE REIMBURSEMENT REGULAR	TO MAINTAIN LIBRARY OPERATIONS
			$ 32.00		
12/12/2024	Matthew Quinn	ACH12	50.00	LICENSES AND PERMITS	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
			$ 50.00		
12/12/2024	Jonathan Condon	ACH12	113.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 113.00		
12/12/2024	Marcos Blanco	ACH12	113.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 113.00		
12/12/2024	CLERK OF COURTS	WIR12	86.50	CLERKS RECORDING FEES ETC	CLERKS RECORDING FEES
12/12/2024	CLERK OF COURTS	WIR12	44.00	CLERKS RECORDING FEES ETC	COST ASSOCIATED WITH ACQUIRING LAND
			$ 130.50		
12/12/2024	ATMAX EQUIPMENT CO	WIR12	1,390.71	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,390.71		
12/13/2024	BOARD OF COUNTY COMMISSIONERS	226182	328,543.01	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 328,543.01		
12/13/2024	Board of County Commissioners	226183	33,863.97	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 33,863.97		
12/13/2024	Kansas Payment Center	226184	168.46	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 168.46		
12/13/2024	Heather Cunningham	226185	250.00	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 250.00		
12/13/2024	Suncoast Credit Union	226186	50.00	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 50.00		
12/13/2024	Hunt & Kahn, P.A., Trust Account	226187	608.31	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 608.31		
12/13/2024	Christopher M. Ranieri, P.A	226188	60.00	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 60.00		
12/13/2024	U.S. Department of Treasury	226189	285.38	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 285.38		
12/13/2024	LVNV FUNDING LLC	226190	359.92	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 359.92		
12/13/2024	SWFL PROFESSIONAL FIREFIGHTERS &	ACHPR	6,382.31	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 6,382.31		
12/13/2024	MUELLER SYSTEMS LLC	226191	151,660.00	UTILITIES PARTS ETC	TO PROVIDE PARTS FOR METER INSTALLATION
12/13/2024	MUELLER SYSTEMS LLC	226191	(3,033.20)	DISCOUNT APPLIED	TO PROVIDE PARTS FOR METER INSTALLATION
			$ 148,626.80		
12/13/2024	NATIONWIDE RETIREMENT SOLUTIONS	BCCPW	123,753.75	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 123,753.75		
12/13/2024	MISSION SQUARE - 303201	BCCPW	91,774.84	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 91,774.84		
12/13/2024	STATE OF FLORIDA DISBURSEMENT UNIT	BCCWC	10,631.62	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 10,631.62		
12/13/2024	INTERNAL REVENUE SERVICE	BCCW0	1,574,006.72	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 1,574,006.72		
12/13/2024	ADVANCED ROOFING INC	226192	6,754.48	ROOFING CONTRACTORS	OPERATING AND MAINTAINING CRITICAL FACILITIES
			$ 6,754.48		
12/13/2024	BIG CORKSCREW ISLAND FIRE CONTROL &	226193	5,016.00	BIG CORKSCREW ISLAND FIRE INSPECTION	NOV 2024 INSPECTION FEES
			$ 5,016.00		
12/13/2024	COLLIER COUNTY BAR ASSOCIATION	226194	10,839.32	OTHER CONTRACTUAL SERVICES	NOVEMBER 2024 LAW LIBRARY
			$ 10,839.32		
12/13/2024	COLLIER COUNTY HEALTH DEPARTMENT	226233	32,960.00	HEALTH DEPT SEPTIC TANK INSPECTIONS	NOVEMBER 2024 TANK INSPECTION
			$ 32,960.00		
12/13/2024	COLLIER COUNTY TAX COLLECTOR	226234	48,695.86	POSTAGE FREIGHT AND UPS	2024 TAX ROLL POSTAGE
			$ 48,695.86		
12/13/2024	LCEC	226195	124.05	ELECTRICITY	ELECTRIC SERVICES NECESSARY FOR DAILY OPERATIONS
12/13/2024	LCEC	226195	29.32	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	LCEC	226195	1,230.64	ELECTRICITY	10/2-11/26/24 112 S 1ST ST
12/13/2024	LCEC	226195	252.06	ELECTRICITY	10/2-11/26/24 112 S 1ST ST

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12/13/2024	LCEC	226195	30.03	ELECTRICITY	10/26-11/26/24 430 SGT JOE JONES
12/13/2024	LCEC	226195	296.15	ELECTRICITY	10/2-11/26/24 101 S 1ST ST
12/13/2024	LCEC	226195	148.08	ELECTRICITY	10/2-11/26/24 101 S 1ST ST
12/13/2024	LCEC	226195	602.87	ELECTRICITY	10/2-11/26/24 101 S 1ST ST
12/13/2024	LCEC	226195	10.58	ELECTRICITY	10/2-11/26/24 101 S 1ST ST
12/13/2024	LCEC	226195	36.52	ELECTRICITY	10/26-11/26/24 101 S 1ST ST
12/13/2024	LCEC	226195	12,855.37	ELECTRICITY	10/4-11/26/24 430 SGJT JOE JONES
12/13/2024	LCEC	226195	131.35	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY FACILITIES
12/13/2024	LCEC	226195	553.59	ELECTRICITY	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/13/2024	LCEC	226195	291.28	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY FACILITIES
			$ 16,591.89		
12/13/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226235	56,263.60	NORTH COLLIER FIRE IMPACT FEES	NOV 2024 IMPACT FEES/INT
12/13/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226235	99.40	OTHER MISCELLANEOUS SERVICES	NOV 2024 IMPACT FEES/INT
			$ 56,363.00		
12/13/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226236	77,692.04	NN FIRE PLAN REVIEW	NOV 24 PLAN REVIEW FEES
12/13/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226236	9,451.91	IMMOKALEE FIRE REVIEW	NOV 24 PLAN REVIEW FEES
			$ 87,143.95		
12/13/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226237	71,591.67	NORTH NAPLES FIRE INSPECTION	NOV 2024 INSPECTION FEES
			$ 71,591.67		
12/13/2024	FLORIDA POWER & LIGHT	226196	94.96	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	10.06	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	75.37	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	35.81	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	622.93	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	19.80	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	35.59	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	11.70	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	46.76	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	68.83	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	17.20	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	12.06	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	471.25	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	146.91	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	34.73	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	12.06	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	53.98	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	87.60	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	84.31	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	292.59	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	32.91	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	107.34	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	130.71	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	87.46	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	150.14	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	205.73	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	16.56	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	158.10	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	58.18	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	587.08	ELECTRICITY	UTILITIES FOR EMS STATION
12/13/2024	FLORIDA POWER & LIGHT	226196	638.02	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	6,108.53	ELECTRICITY	10/28-11/26/24 PROPERTY APPRAISER
12/13/2024	FLORIDA POWER & LIGHT	226196	1,096.12	ELECTRICITY	10/28-11/26/24 TAX COLLECTOR
12/13/2024	FLORIDA POWER & LIGHT	226196	468.88	ELECTRICITY	10/31-11/30/24 SHERIFF/EMS
12/13/2024	FLORIDA POWER & LIGHT	226196	399.41	ELECTRICITY	10/31-11/30/24 SHERIFF/EMS
12/13/2024	FLORIDA POWER & LIGHT	226196	31.19	ELECTRICITY	11/2-12/3/24 SHERIFF
12/13/2024	FLORIDA POWER & LIGHT	226196	547.48	WATER AND SEWER	10/25-11/25/24 EMS/FIRE
12/13/2024	FLORIDA POWER & LIGHT	226196	856.31	ACCOUNTS RECEIVABLE	10/25-11/25/24 EMS/FIRE
12/13/2024	FLORIDA POWER & LIGHT	226196	200.03	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	26.18	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	83.65	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	54.36	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	51.61	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	516.31	ELECTRICITY	OPERATE & MAINTAIN WATER AND WASTEWATER TREATMENT PLANT
12/13/2024	FLORIDA POWER & LIGHT	226196	240.81	ELECTRICITY	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/13/2024	FLORIDA POWER & LIGHT	226196	3,155.88	ELECTRICITY	OPERATE & MAINTAIN WATER AND WASTEWATER TREATMENT PLANT
12/13/2024	FLORIDA POWER & LIGHT	226196	1,433.39	ELECTRICITY	OPERATE & MAINTAIN WATER AND WASTEWATER TREATMENT PLANT
12/13/2024	FLORIDA POWER & LIGHT	226196	88,663.05	ELECTRICITY	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	FLORIDA POWER & LIGHT	226196	30.54	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	26.02	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	26.56	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	31.94	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	47.35	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	53.80	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	27.97	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/13/2024	FLORIDA POWER & LIGHT	226196	26.15	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	63.77	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS 4800 DAVIS BLVD
12/13/2024	FLORIDA POWER & LIGHT	226196	137.98	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS 4800 DAVIS BLVD
12/13/2024	FLORIDA POWER & LIGHT	226196	42.99	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	817.99	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS 4800 DAVIS BLVD
12/13/2024	FLORIDA POWER & LIGHT	226196	40.79	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	42.42	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	78.48	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	26.10	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	26.15	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	86.52	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	94.34	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	156.28	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	FLORIDA POWER & LIGHT	226196	26.18	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	146.17	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	11,731.96	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/13/2024	FLORIDA POWER & LIGHT	226196	4,939.97	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/13/2024	FLORIDA POWER & LIGHT	226196	715.71	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/13/2024	FLORIDA POWER & LIGHT	226196	30.37	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE G.GATE MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	25.66	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE LELY MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	30.41	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE LELY MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	122.71	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE LELY MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	59.65	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE G.GATE MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	32.21	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE G.GATE MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	102.50	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/13/2024	FLORIDA POWER & LIGHT	226196	164.30	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/13/2024	FLORIDA POWER & LIGHT	226196	186.25	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/13/2024	FLORIDA POWER & LIGHT	226196	27.69	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/13/2024	FLORIDA POWER & LIGHT	226196	39.09	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE LELY MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	25.77	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/13/2024	FLORIDA POWER & LIGHT	226196	25.66	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE LELY MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	26.18	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE LELY MSTU
12/13/2024	FLORIDA POWER & LIGHT	226196	58.57	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/13/2024	FLORIDA POWER & LIGHT	226196	27.71	ELECTRICITY	OPERATION OF COUNTY FACILITIES
12/13/2024	FLORIDA POWER & LIGHT	226196	77.45	OTHER CONTRACTUAL SERVICES	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	123.41	OTHER CONTRACTUAL SERVICES	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	49.42	OTHER CONTRACTUAL SERVICES	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	59.54	OTHER CONTRACTUAL SERVICES	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	25.66	ELECTRICITY	NEED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	25.77	ELECTRICITY	NEED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	25.66	ELECTRICITY	NEED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	25.98	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	1,073.02	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	25.66	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	145.01	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	129.49	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	487.23	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	139.03	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	140.76	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	895.12	ELECTRICITY	NEEDED FOR KEEPING THE PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	3,075.72	ELECTRICITY	NEEDED FOR KEEPING THE PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	26.15	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	54.72	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	474.50	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS

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12/13/2024	FLORIDA POWER & LIGHT	226196	835.79	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/13/2024	FLORIDA POWER & LIGHT	226196	25.66	ELECTRICITY	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/13/2024	FLORIDA POWER & LIGHT	226196	4,619.79	ELECTRICITY	NEEDED FOR KEEPING THE PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	26.24	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/13/2024	FLORIDA POWER & LIGHT	226196	557.19	ELECTRICITY	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
12/13/2024	FLORIDA POWER & LIGHT	226196	591.85	ELECTRICITY	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
12/13/2024	FLORIDA POWER & LIGHT	226196	48.07	ELECTRICITY	ELECTRIC UTILITIES
12/13/2024	FLORIDA POWER & LIGHT	226196	622.24	ELECTRICITY	ELECTRIC UTILITIES
12/13/2024	FLORIDA POWER & LIGHT	226196	27.19	ELECTRICITY	OPERATION OF COUNTY FACILITIES
12/13/2024	FLORIDA POWER & LIGHT	226196	31.23	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/13/2024	FLORIDA POWER & LIGHT	226196	26.15	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/13/2024	FLORIDA POWER & LIGHT	226196	29.68	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
			$ 143,289.16		
12/13/2024	FLORIDA POWER & LIGHT	226238	20,442.44	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
			$ 20,442.44		
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	64,086.78	IMMOKALEE FIRE IMPACT FEES	NOV 2024 IMPACT FEES/INT
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	113.22	OTHER MISCELLANEOUS SERVICES	NOV 2024 IMPACT FEES/INT
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	5,003.50	IMMOKALEE FIRE INSPECTION	NOV 24 FIRE INSP FEES
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	22,784.26	ELECTRICITY	LEASE
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	1,282.88	CABLE TV / INTERNET	LEASE
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	1,144.56	CABLE TV / INTERNET	LEASE
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	5,210.36	WATER AND SEWER	LEASE
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	3,007.59	TRASH AND GARBAGE DISPOSAL	LEASE
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	2,444.16	GAS SERVICE	LEASE
12/13/2024	IMMOKALEE FIRE CONTROL DISTRICT	226197	991.78	TELEPHONE SYSTEM SUPPORT ALLOCATION	LEASE
			$ 106,069.09		
12/13/2024	VERIZON WIRELESS	226198	132.42	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	36.07	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	36.42	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	221.30	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	108.21	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	367.84	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	36.07	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	36.15	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	594.36	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	35.01	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	72.46	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	41.72	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	265.76	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	180.65	CELLULAR TELEPHONE	IT VERIZON WIRELESS CHARGES
12/13/2024	VERIZON WIRELESS	226198	5,968.94	CELLULAR TELEPHONE	COMMUNICATION FOR EMS STAFF
12/13/2024	VERIZON WIRELESS	226198	724.73	CELLULAR TELEPHONE	CELLULAR PHONES FOR MANAGEMENT
			$ 8,858.11		
12/13/2024	CITY OF NAPLES	226239	4,335.90	WATER AND SEWER	10/3-11/27/24 250 PATRIOT WAY
			$ 4,335.90		
12/13/2024	CITY OF NAPLES	226240	4,786.40	WATER AND SEWER	9/30-11/27/24 2373 E HORSESHOE DR
			$ 4,786.40		
12/13/2024	CITY OF NAPLES	226241	1,653.94	WATER AND SEWER	MAINTAIN HELICOPTER OPERATIONS
			$ 1,653.94		
12/13/2024	CITY OF NAPLES	226242	5,942.10	WATER AND SEWER	SERVICES FOR WATER, SEWER & SOLID WASTE DISPOSAL FOR GMCDD
			$ 5,942.10		
12/13/2024	CITY OF NAPLES	226243	3,779.00	WATER AND SEWER	SERVICES FOR WATER, SEWER & SOLID WASTE DISPOSAL FOR GMCDD
12/13/2024	CITY OF NAPLES	226243	2,497.50	TRASH AND GARBAGE DISPOSAL	SERVICES FOR WATER, SEWER & SOLID WASTE DISPOSAL FOR GMCDD
			$ 6,276.50		
12/13/2024	CITY OF NAPLES	226244	252.06	WATER AND SEWER	WATER AND WASTEWATER METER REQUIRED FOR CRA/MSTU PROPERTIES
			$ 252.06		
12/13/2024	CITY OF NAPLES	226245	4,350.34	WATER AND SEWER	SUPPORT SERVICE DELIVERY
12/13/2024	CITY OF NAPLES	226245	832.52	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
			$ 5,182.86		
12/13/2024	CITY OF NAPLES	226246	693.92	WATER AND SEWER	SUPPORT SERVICE DELIVERY
			$ 693.92		
12/13/2024	FLORIDA POWER & LIGHT COMPANY	226199	61.04	OTHER CONTRACTUAL SERVICES	ELECTRIC NECESSARY FOR DAILY OPERATIONS
			$ 61.04		
12/13/2024	JOHN MADER ENTERPRISES INC	226200	514.36	UTILITIES REPAIR ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT

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12/13/2024	JOHN MADER ENTERPRISES INC	226200	4,615.88	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	JOHN MADER ENTERPRISES INC	226200	3,746.04	UTILITIES REPAIR ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 8,876.28		
12/13/2024	CINTAS CORPORATION	226201	820.46	CLOTHING AND UNIFORM RENTAL	PROVIDE UNIFORMS TO COUNTY STAFF
			$ 820.46		
12/13/2024	CIRCUIT BREAKER SALES LLC	226202	14,000.00	R AND M ELECTRICAL	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 14,000.00		
12/13/2024	CINTAS CORPORATION	226203	73.68	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/13/2024	CINTAS CORPORATION	226203	45.05	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/13/2024	CINTAS CORPORATION	226203	69.99	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/13/2024	CINTAS CORPORATION	226203	336.31	CLOTHING AND UNIFORM RENTAL	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/13/2024	CINTAS CORPORATION	226203	295.37	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/13/2024	CINTAS CORPORATION	226203	15.41	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR STAFF
12/13/2024	CINTAS CORPORATION	226203	267.11	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR STAFF
12/13/2024	CINTAS CORPORATION	226203	582.26	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR STAFF
12/13/2024	CINTAS CORPORATION	226203	410.31	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	CINTAS CORPORATION	226203	119.80	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/13/2024	CINTAS CORPORATION	226203	375.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	309.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	625.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	490.90	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	840.47	CLOTHING AND UNIFORM RENTAL	PROVIDE UNIFORMS TO COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	246.86	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	141.09	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/13/2024	CINTAS CORPORATION	226203	1,255.43	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	206.48	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	1,557.14	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	497.03	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	CINTAS CORPORATION	226203	1,219.56	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	321.16	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	2,044.46	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	818.81	CLOTHING AND UNIFORM RENTAL	PROVIDE UNIFORMS TO COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	818.81	CLOTHING AND UNIFORM RENTAL	PROVIDE UNIFORMS TO COUNTY STAFF
12/13/2024	CINTAS CORPORATION	226203	158.85	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	CINTAS CORPORATION	226203	468.90	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/13/2024	CINTAS CORPORATION	226203	799.54	OTHER OPERATING SUPPLIES	FIRST AID SUPPLIES FOR SPORTS COMPLEX
12/13/2024	CINTAS CORPORATION	226203	267.11	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/13/2024	CINTAS CORPORATION	226203	184.54	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/13/2024	CINTAS CORPORATION	226203	78.15	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
			$ 16,414.58		
12/13/2024	THE DISTRICT BOARD OF TRUSTEES OF,	226247	2,096.96	TUITION	PARAMEDIC TUITION FOR EMS EMPLOYEES
			$ 2,096.96		
12/13/2024	SUNSHINE LUBES LLC	226204	49.66	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	81.52	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	42.39	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	43.51	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	83.55	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	49.66	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	77.96	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	SUNSHINE LUBES LLC	226204	63.63	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 731.78		
12/13/2024	FPL ASSIST	226248	74.08	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 74.08		
12/13/2024	ETR, LLC	226205	606.81	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT

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			$ 606.81		
12/13/2024	KOVA APPRAISAL & CONSULTING SERVICE	226206	900.00	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
			$ 900.00		
12/13/2024	DOWNS & ST GERMAIN RESEARCH	226207	5,000.00	OTHER CONTRACTUAL SERVICES	PROMOTING COLLIER COUNTY TOURISM TO POTENTIAL VISITORS
12/13/2024	DOWNS & ST GERMAIN RESEARCH	226207	500.00	OTHER CONTRACTUAL SERVICES	PROMOTING COLLIER COUNTY TOURISM TO POTENTIAL VISITORS
12/13/2024	DOWNS & ST GERMAIN RESEARCH	226207	500.00	OTHER CONTRACTUAL SERVICES	PROMOTING COLLIER COUNTY TOURISM TO POTENTIAL VISITORS
12/13/2024	DOWNS & ST GERMAIN RESEARCH	226207	1,500.00	OTHER CONTRACTUAL SERVICES	PROMOTING COLLIER COUNTY TOURISM TO POTENTIAL VISITORS
			$ 7,500.00		
12/13/2024	MAXIM CRANE WORKS LP	226208	2,275.62	OTHER CONTRACTUAL SERVICES	PROVIDE CRANE RENTAL FOR PUMP/MOTORS IN WELLFIELD
			$ 2,275.62		
12/13/2024	WRIGHT NATIONAL FLOOD INSURANCE CON	226209	5,291.00	REINSURANCE PREMIUM	TO PROTECT THE COUNTY PROPERTY AGAINST FLOOD LOSSES
			$ 5,291.00		
12/13/2024	MEALS OF HOPE INC	226210	2,544.23	REMITTANCES PRIVATE ORGANIZATIONS	EXECUTED SUBRECIPIENT AGREEMENT
			$ 2,544.23		
12/13/2024	DIRECTV LLC	226211	1,091.88	CABLE TV / INTERNET	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 1,091.88		
12/13/2024	STANDARD INSURANCE COMPANY	226212	5,740.02	SHORT TERM DISABILITY ADVISORY FEE	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
			$ 5,740.02		
12/13/2024	ADVANCED ENVIRONMENTAL LABORATORIE	226213	18.00	OTHER CONTRACTUAL SERVICES	PROVIDES LABORATORY SERVICES FOR DRINKING WATER CERTIF. & QC
			$ 18.00		
12/13/2024	BC PLUMBING & DRAIN, INC.	226214	904.94	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/13/2024	BC PLUMBING & DRAIN, INC.	226214	1,350.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN COUNTY FACILITIES
			$ 2,254.94		
12/13/2024	COLLIER COUNTY UTILITY BILLING	226215	58.03	WATER AND SEWER	OPERATE & MAINTAIN NORTH EAST RECYCLING DROP OFF CENTER
12/13/2024	COLLIER COUNTY UTILITY BILLING	226215	5,374.68	WATER AND SEWER	WATER FOR THE PARKS
12/13/2024	COLLIER COUNTY UTILITY BILLING	226215	111.42	WATER AND SEWER	SUPPORT SERVICES DELIVERY
12/13/2024	COLLIER COUNTY UTILITY BILLING	226215	2,636.85	WATER AND SEWER	WATER FOR THE PARKS
12/13/2024	COLLIER COUNTY UTILITY BILLING	226215	448.10	WATER AND SEWER	WATER FOR THE PARKS
			$ 8,629.08		
12/13/2024	360 ENERGY SOLUTIONS, LLC	226216	6,100.00	ELECTRICAL CONTRACTORS	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
12/13/2024	360 ENERGY SOLUTIONS, LLC	226216	3,850.00	ELECTRICAL CONTRACTORS	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 9,950.00		
12/13/2024	THRIVE OPERATIONS LLC	226217	7,938.08	OTHER CONTRACTUAL SERVICES	NECESSARY FOR DAILY OPERATIONS
12/13/2024	THRIVE OPERATIONS LLC	226217	640.96	COMPUTER SOFTWARE	NECESSARY FOR DAILY OPERATIONS
			$ 8,579.04		
12/13/2024	POWERSERVE TECHNOLOGIES, INC.	226218	548,153.09	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/13/2024	POWERSERVE TECHNOLOGIES, INC.	226218	(27,407.65)	RETAINAGE HELD	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 520,745.44		
12/13/2024	ALAN JAY AUTOMOTIVE MANAGEMENT INC	226219	45,812.00	AUTOS AND TRUCKS	MOTORPOOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM
			$ 45,812.00		
12/13/2024	COASTAL WASTE & RECYCLING	226220	55.00	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY - RECYCLING SERVICES
12/13/2024	COASTAL WASTE & RECYCLING	226220	204.04	OTHER CONTRACTUAL SERVICES	RECYCLING SERVICES
12/13/2024	COASTAL WASTE & RECYCLING	226220	60.00	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY - RECYCLING SERVICES
			$ 319.04		
12/13/2024	GENSERVE, LLC	226221	5,366.36	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/13/2024	GENSERVE, LLC	226221	1,089.43	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/13/2024	GENSERVE, LLC	226221	652.47	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/13/2024	GENSERVE, LLC	226221	857.27	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/13/2024	GENSERVE, LLC	226221	1,171.69	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/13/2024	GENSERVE, LLC	226221	543.93	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/13/2024	GENSERVE, LLC	226221	1,536.59	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 11,217.74		
12/13/2024	WASTE PRO OF FLORIDA INC	226249	276.77	TRASH AND GARBAGE DISPOSAL	TRASH PICKUP SERVICES ON MAIN AND 1ST STREETS
			$ 276.77		
12/13/2024	J & K AUTO PARTS	226222	44.82	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 44.82		
12/13/2024	Andrea Halman	226223	111.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	PUBLIC PURPOSE: PROVIDE TRAINING ON FL COMM REDEVELOPMENT
			$ 111.00		
12/13/2024	Brenda Joyce Harvey	226224	530.01	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 530.01		
12/13/2024	BROAD MANAGEMENT GROUP LLC	226250	1,538.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,538.00		
12/13/2024	Florida Division of Emergency Manag	226225	267.75	REIMBURSEMENT PRIOR YEAR REVENUES	PUBLIC SAFETY
12/13/2024	Florida Division of Emergency Manag	226225	14.85	REIMBURSEMENT PRIOR YEAR REVENUES	PUBLIC SAFETY

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12/13/2024	Florida Division of Emergency Manag	226225	3,718.92	REIMBURSEMENT PRIOR YEAR REVENUES	PUBLIC SAFETY
12/13/2024	Florida Division of Emergency Manag	226225	206.62	REIMBURSEMENT PRIOR YEAR REVENUES	PUBLIC SAFETY
			$ 4,208.14		
12/13/2024	Lupita Vazquez Reyes	226226	111.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	PUBLIC PURPOSE: PROVIDE TRAINING ON FL COMM. REDEVELOPMENT
			$ 111.00		
12/13/2024	PULTE GROUP	226227	24.13	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 24.13		
12/13/2024	Reliable Constructors Inc.	226228	2,335.15	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 2,335.15		
12/13/2024	Ryan Shoup	226229	2,320.53	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 2,320.53		
12/13/2024	Sandra Lee Perdue	226230	126.07	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 126.07		
12/13/2024	Trustee of the Laville Family	226231	113.67	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 113.67		
12/13/2024	Vaida Beers	226232	10.20	INSTRUCTIONAL SERVICES CULTURE REC	REFUND PARKS-VYCP-FEE REFUND
			$ 10.20		
12/13/2024	ALLIED UNIVERSAL CORPORATION	ACH13	7,841.68	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 7,841.68		
12/13/2024	CECIL ENTERPRISES, INC.	ACH13	118.37	PRINTING AND OR BINDING OUTSIDE VENDORS	PRINTING BCC AGENDAS
			$ 118.37		
12/13/2024	JM TODD COMPANY	ACH13	114.88	OFFICE EQUIPMENT R AND M	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/13/2024	JM TODD COMPANY	ACH13	42.74	COPYING CHARGES	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL SCALE HOUSE
			$ 157.62		
12/13/2024	JSFM INC	ACH13	2,948.70	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	JSFM INC	ACH13	344.92	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	JSFM INC	ACH13	1,098.68	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	JSFM INC	ACH13	(40.68)	CREDIT MEMO	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	JSFM INC	ACH13	235.02	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	JSFM INC	ACH13	(25.02)	CREDIT MEMO	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 4,561.62		
12/13/2024	MIDWEST TAPE EXCHANGE	ACH13	644.52	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/13/2024	MIDWEST TAPE EXCHANGE	ACH13	639.39	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/13/2024	MIDWEST TAPE EXCHANGE	ACH13	897.62	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/13/2024	MIDWEST TAPE EXCHANGE	ACH13	112.02	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
			$ 2,293.55		
12/13/2024	PATRICK H NEALE PLLC	ACH13	1,000.00	LEGAL FEES	PROVIDE GMCDD LEGAL REPRESENTATION CONTRACTORS LICENSING BD
			$ 1,000.00		
12/13/2024	THE SHERWIN WILLIAMS COMPANY	ACH13	14.74	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	THE SHERWIN WILLIAMS COMPANY	ACH13	1,570.11	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 1,584.85		
12/13/2024	SOUTHERN SANITATION INC	ACH13	1,400.00	OTHER CONTRACTUAL SERVICES	CLEANLINESS AND SAFETY
12/13/2024	SOUTHERN SANITATION INC	ACH13	2,100.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	SOUTHERN SANITATION INC	ACH13	2,100.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 5,600.00		
12/13/2024	SUNSHINE ACE HARDWARE INC	ACH13	40.02	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	SUNSHINE ACE HARDWARE INC	ACH13	69.26	OTHER OPERATING SUPPLIES	PROVIDE VARIOUS HARDWARE ITEMS FOR METER DIVISION
12/13/2024	SUNSHINE ACE HARDWARE INC	ACH13	7.19	OTHER OPERATING SUPPLIES	PROVIDE VARIOUS HARDWARE ITEMS FOR METER DIVISION
			$ 116.47		
12/13/2024	BRENNTAG MID SOUTH INC	ACH13	7,918.91	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 7,918.91		
12/13/2024	CDW LLC	ACH13	188.00	OFFICE EQUIPMENT R AND M	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	CDW LLC	ACH13	167.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
12/13/2024	CDW LLC	ACH13	2,499.00	COMPUTER SOFTWARE	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK DIVISION
12/13/2024	CDW LLC	ACH13	65.28	MINOR DATA PROCESSING EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
			$ 2,919.28		
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	208.32	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	16.76	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	14.72	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	216.10	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	476.65	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	105.64	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	(20.76)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	3,593.52	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM

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12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	217.06	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	36.00	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	18.04	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	(77.29)	DISCOUNT APPLIED	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	2,657.85	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	3,126.90	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	(115.70)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	25,233.30	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1,725.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	2,070.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	(580.57)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	110.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	360.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	140.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	60.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	45.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	(14.30)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	227.85	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	6.43	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	13.05	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	0.37	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	57.90	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1.63	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	45.20	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1.28	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	67.20	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1.90	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	28.75	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	0.81	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	42.99	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1.21	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	91.14	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	2.57	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	53.34	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1.51	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	107.52	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	3.04	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1,023.90	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	28.90	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	127.95	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	3.61	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	47.25	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1.33	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	49.80	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	1.41	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	(39.68)	DISCOUNT APPLIED	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	99.60	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	15.09	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	72.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	10.91	UTILITIES PARTS ETC	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
12/13/2024	FERGUSON ENTERPRISES LLC	ACH13	(3.43)	DISCOUNT APPLIED	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT
			$ 41,816.57		
12/13/2024	DOUGLAS N HIGGINS INC	ACH13	159,556.50	OTHER CONTRACTUAL SERVICES	REPAIRS (SAFETY) TO CULVERT ON TAXIWAYS A1 & A4
12/13/2024	DOUGLAS N HIGGINS INC	ACH13	(7,977.82)	RETAINAGE HELD	REPAIRS (SAFETY) TO CULVERT ON TAXIWAYS A1 & A4
			$ 151,578.68		
12/13/2024	TAMIAMI FORD INC	ACH13	75.54	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/13/2024	TAMIAMI FORD INC	ACH13	124.46	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/13/2024	TAMIAMI FORD INC	ACH13	43.38	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/13/2024	TAMIAMI FORD INC	ACH13	140.46	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/13/2024	TAMIAMI FORD INC	ACH13	859.57	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/13/2024	TAMIAMI FORD INC	ACH13	(154.78)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 1,088.63		
12/13/2024	WESCO TURF INC	ACH13	72.34	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	WESCO TURF INC	ACH13	50.17	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT

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12/13/2024	WESCO TURF INC	ACH13	300.58	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 423.09		
12/13/2024	HACH COMPANY	ACH13	279.93	ELECTRICAL SUPPLIER	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/13/2024	HACH COMPANY	ACH13	8.00	POSTAGE FREIGHT AND UPS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 287.93		
12/13/2024	COMCAST	ACH13	232.72	CABLE TV / INTERNET	TO HAVE CONNECTIONS TO COUNTY SYSTEMS AT CEI HOUSE
12/13/2024	COMCAST	ACH13	259.95	CABLE TV / INTERNET	COMMUNICATIONS
			$ 492.67		
12/13/2024	KISINGER CAMPO & ASSOCIATES CORP	ACH13	10,634.40	INFRASTRUCTURE	CEI SVC REQ FOR APPROVED CONSTRUCTION PROJECT
12/13/2024	KISINGER CAMPO & ASSOCIATES CORP	ACH13	134,659.00	INFRASTRUCTURE	CEI SVC REQ FOR APPROVED CONSTRUCTION PROJECT
12/13/2024	KISINGER CAMPO & ASSOCIATES CORP	ACH13	7,697.72	INFRASTRUCTURE	CEI SVC REQ FOR APPROVED CONSTRUCTION PROJECT
			$ 152,991.12		
12/13/2024	HOUSING DEVELOPMENT CORP OF SW FL	ACH13	7,225.86	REMITTANCES PRIVATE ORGANIZATIONS	REIMBURSE GRANT ELIGIBLE EXPENSES
			$ 7,225.86		
12/13/2024	GRAY MATTER SYSTEMS LLC	ACH13	849.36	COMPUTER SOFTWARE	SUPPORT SERVICE DELIVERY
			$ 849.36		
12/13/2024	HARCROS CHEMICALS INC	ACH13	2,090.40	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	HARCROS CHEMICALS INC	ACH13	1,393.60	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 3,484.00		
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	48.85	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	679.96	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	83.47	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	1,006.88	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	172.79	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	688.60	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	55.58	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	103.47	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	632.88	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	161.15	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	350.99	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	182.61	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	3,104.83	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	13.96	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	2,694.75	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	141.31	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	305.15	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORTS SERVICE DELIVERY
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	297.48	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	585.56	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	219.28	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	742.22	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORTS SERVICE DELIVERY
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	507.43	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	1,078.30	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	6,704.19	MINOR OPERATING EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	3,255.03	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	25.98	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	163.34	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	40.28	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	1,534.56	STREET LIGHT REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	152.54	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	189.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	157.23	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	131.56	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	575.42	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	402.67	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	1,076.08	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/13/2024	GRAINGER INDUSTRIAL SUPPLY	ACH13	196.50	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 28,461.88		
12/13/2024	GILLIG LLC	ACH13	137.11	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 137.11		
12/13/2024	FISHER SCIENTIFIC	ACH13	65.26	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/13/2024	FISHER SCIENTIFIC	ACH13	130.12	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 195.38		
12/13/2024	PETER VORSATZ	ACH13	150.00	OTHER CONTRACTUAL SERVICES	MAINTAIN FOUNTAIN FOR TMS OPERATIONS AND SERVICES
			$ 150.00		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/13/2024	BOUND TREE MEDICAL LLC	ACH13	100.76	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 100.76		
12/13/2024	CENTURYLINK COMMUNICATIONS LLC	ACH13	246.00	TELEPHONE DIRECT LINE	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 246.00		
12/13/2024	BALD EAGLE TOWING & RECOVERY INC	ACH13	75.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 75.00		
12/13/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH13	1,279.57	OTHER CONTRACTUAL SERVICES	MOWING SERVICES
			$ 1,279.57		
12/13/2024	TAMPA TRUCK CENTER LLC	ACH13	103.27	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	TAMPA TRUCK CENTER LLC	ACH13	1,570.48	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,673.75		
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	486.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	486.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	608.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	486.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/13/2024	PACE ANALYTICAL SERVICES INC	ACH13	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 8,627.00		
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	215.75	TRASH AND GARBAGE DISPOSAL	UTILITIES FOR EMS STATION
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	221.92	TRASH AND GARBAGE DISPOSAL	UTILITIES FOR EMS STATION
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	124.05	TRASH AND GARBAGE DISPOSAL	COMMUNITY BEAUTIFICATION
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	289.44	TRASH AND GARBAGE DISPOSAL	COMMUNITY BEAUTIFICATION
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	460.69	TRASH AND GARBAGE DISPOSAL	UTILITIES FOR EMS STATION
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	157.81	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	157.81	TRASH AND GARBAGE DISPOSAL	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	170.87	TRASH AND GARBAGE DISPOSAL	PICK UP OF SOLID WASTE & RECYCLING
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	233.23	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WATER & WASTEWATER TREATMENT PLANT
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	233.23	TRASH AND GARBAGE DISPOSAL	TRASH COLLECTION FOR WELLFIELD
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	233.23	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	233.23	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTE WATER TREATMENT PLANT
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	233.23	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WELLS FOR THE WATER DISTRICT
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	233.23	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	233.23	TRASH AND GARBAGE DISPOSAL	PICK UP OF SOLID WASTE & RECYCLING
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	233.23	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	251.51	TRASH AND GARBAGE DISPOSAL	TRASH REMOVAL FOR UF/IFAS EXTENSION 14700 IMMOKALEE ROAD
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	341.96	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN THE COLLIER COUNTY SOLID WASTE FACILITIES
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	341.96	TRASH AND GARBAGE DISPOSAL	SOLID WASTE REMOVAL TO MAINTAIN COUNTY FACILITY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	341.96	TRASH AND GARBAGE DISPOSAL	GARBAGE AND TRASH COLLECTION FOR FLEET OPERATIONS
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	341.96	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	341.96	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN THE COLLIER COUNTY SOLID WASTE FACILITIES
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	355.82	TRASH AND GARBAGE DISPOSAL	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	361.03	TRASH AND GARBAGE DISPOSAL	TRASH REMOVAL FOR UF/IFAS EXTENSION 14700 IMMOKALEE ROAD
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	387.68	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	413.49	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	413.49	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	433.26	TRASH AND GARBAGE DISPOSAL	PICK UP OF SOLID WASTE & RECYCLING
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	494.75	TRASH AND GARBAGE DISPOSAL	PICK UP OF SOLID WASTE & RECYCLING
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	613.94	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	621.16	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	645.62	TRASH AND GARBAGE DISPOSAL	COMPLIANCE WITH RECYCLING CMA
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	678.15	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	775.86	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	775.86	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	775.86	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	775.86	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	775.86	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WELLS FOR THE WATER DISTRICT
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	863.78	TRASH AND GARBAGE DISPOSAL	PUBLIC HEALTH AND SAFETY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	881.64	TRASH AND GARBAGE DISPOSAL	SOLID WASTE REMOVAL TO MAINTAIN COUNTY FACILITY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	455.08	TRASH AND GARBAGE DISPOSAL	REMOVAL OF TRASH & RECYCLABLES AT THE RADIO RD. CAT FACILITY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	455.08	TRASH AND GARBAGE DISPOSAL	REMOVAL OF TRASH & RECYCLABLES AT THE RADIO RD. CAT FACILITY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	985.27	TRASH AND GARBAGE DISPOSAL	SOLID WASTE REMOVAL TO MAINTAIN COUNTY FACILITY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	988.72	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,028.26	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,061.13	TRASH AND GARBAGE DISPOSAL	SOLID WASTE REMOVAL TO MAINTAIN COUNTY FACILITY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	995.41	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,124.58	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,124.58	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,124.58	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,124.58	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,124.58	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,165.64	TRASH AND GARBAGE DISPOSAL	SOLID WASTE REMOVAL TO MAINTAIN COUNTY FACILITY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,220.73	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,241.88	OTHER CONTRACTUAL SERVICES	WASTE REMOVAL FOR SPORTS COMPLEX
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,371.52	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,488.98	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN AND FREE OF DEBRIS
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	2,213.76	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	826.98	TRASH AND GARBAGE DISPOSAL	GARBAGE AND TRASH COLLECTION FOR FLEET OPERATIONS
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	1,680.03	TRASH AND GARBAGE DISPOSAL	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	2,106.14	TRASH AND GARBAGE DISPOSAL	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	2,249.16	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/13/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH13	2,249.16	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
			$ 46,074.43		
12/13/2024	HARRIS CORP PSPC	ACH13	32.00	OTHER CONTRACTUAL SERVICES	CONTRACTED SERVICES PURCHASED PURSUANT TO FS 29.008
			$ 32.00		
12/13/2024	PALMDALE OIL COMPANY	ACH13	570.57	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	15,299.28	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	4,884.32	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	16,395.06	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	4,802.93	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	12,020.67	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	6,328.81	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	18,318.08	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	632.17	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	(632.17)	CREDIT MEMO	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	PALMDALE OIL COMPANY	ACH13	2,685.42	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 81,305.14		
12/13/2024	CINTAS CORPORATION	ACH13	24.55	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/13/2024	CINTAS CORPORATION	ACH13	167.44	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/13/2024	CINTAS CORPORATION	ACH13	127.46	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
			$ 319.45		
12/13/2024	EVOQUA WATER TECHNOLOGIES LLC	ACH13	38,018.40	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	EVOQUA WATER TECHNOLOGIES LLC	ACH13	17,657.60	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/13/2024	EVOQUA WATER TECHNOLOGIES LLC	ACH13	10,739.50	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 66,415.50		
12/13/2024	PROPIO LS LLC	ACH13	75.00	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 75.00		
12/13/2024	EFE INC	ACH13	372.96	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 372.96		
12/13/2024	BATTERY USA	ACH13	59.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	BATTERY USA	ACH13	899.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/13/2024	BATTERY USA	ACH13	1,960.82	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,919.32		
12/13/2024	KEYSTAFF INC	ACH13	398.35	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/13/2024	KEYSTAFF INC	ACH13	9.08	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/13/2024	KEYSTAFF INC	ACH13	114.93	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/13/2024	KEYSTAFF INC	ACH13	114.93	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/13/2024	KEYSTAFF INC	ACH13	7,297.55	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
			$ 7,934.84		

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12/13/2024	AVFUEL CORP.	ACH13	20,651.51	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 20,651.51		
12/13/2024	JR & CO INC	ACH13	77,500.00	ROOFING CONTRACTORS	REPAIR, MAINTAIN, IMPROVE A COUNTY FACILITY-CCSO SPEC OPS
12/13/2024	JR & CO INC	ACH13	(3,875.00)	RETAINAGE HELD	REPAIR, MAINTAIN, IMPROVE A COUNTY FACILITY-CCSO SPEC OPS
			$ 73,625.00		
12/13/2024	FAY SERVICING LLC	226251	2,564.61	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,564.61		
12/13/2024	FAY SERVICING LLC	226252	854.87	DISASTER ASSISTANCE	CARES RELIEF
			$ 854.87		
12/13/2024	FAY SERVICING LLC	226253	815.62	DISASTER ASSISTANCE	CARES RELIEF
			$ 815.62		
12/16/2024	ALLIED UNIVERSAL CORPORATION	ACH16	7,980.28	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	ALLIED UNIVERSAL CORPORATION	ACH16	7,954.10	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 15,934.38		
12/16/2024	FASTENAL	ACH16	1,003.34	TRAFFIC SIGNS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 1,003.34		
12/16/2024	GAYLORD BROTHERS INC	ACH16	266.69	OTHER OPERATING SUPPLIES	SUPPORTS SERVICE DELIVERY
			$ 266.69		
12/16/2024	HASKINS INC	ACH16	192,988.18	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/16/2024	HASKINS INC	ACH16	223,531.61	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/16/2024	HASKINS INC	ACH16	128,658.78	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/16/2024	HASKINS INC	ACH16	(6,432.94)	RETAINAGE HELD	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/16/2024	HASKINS INC	ACH16	(9,649.41)	RETAINAGE HELD	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/16/2024	HASKINS INC	ACH16	(11,176.58)	RETAINAGE HELD	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
			$ 517,919.64		
12/16/2024	JM TODD COMPANY	ACH16	66.86	LEASE EQUIPMENT	COPY MACHINE FOR OFFICE SPACE
12/16/2024	JM TODD COMPANY	ACH16	66.87	LEASE EQUIPMENT	COPY MACHINE FOR OFFICE SPACE
12/16/2024	JM TODD COMPANY	ACH16	76.40	LEASE EQUIPMENT	COPY MACHINE FOR OFFICE SPACE
12/16/2024	JM TODD COMPANY	ACH16	76.40	LEASE EQUIPMENT	COPY MACHINE FOR OFFICE SPACE
12/16/2024	JM TODD COMPANY	ACH16	39.55	LEASE EQUIPMENT	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/16/2024	JM TODD COMPANY	ACH16	48.66	COPYING CHARGES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/16/2024	JM TODD COMPANY	ACH16	79.12	LEASE EQUIPMENT	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/16/2024	JM TODD COMPANY	ACH16	97.31	COPYING CHARGES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/16/2024	JM TODD COMPANY	ACH16	31.65	LEASE EQUIPMENT	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/16/2024	JM TODD COMPANY	ACH16	38.92	COPYING CHARGES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/16/2024	JM TODD COMPANY	ACH16	7.91	LEASE EQUIPMENT	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/16/2024	JM TODD COMPANY	ACH16	9.73	COPYING CHARGES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/16/2024	JM TODD COMPANY	ACH16	106.97	LEASE EQUIPMENT	MAINTAIN ADMINISTRATIVE DUTIES FOR COASTAL ZONE MANAGEMENT
12/16/2024	JM TODD COMPANY	ACH16	14.69	COPYING CHARGES	MAINTAIN ADMINISTRATIVE DUTIES FOR COASTAL ZONE MANAGEMENT
12/16/2024	JM TODD COMPANY	ACH16	111.59	LEASE EQUIPMENT	OFFICE COPIER
12/16/2024	JM TODD COMPANY	ACH16	12.39	COPYING CHARGES	OFFICE COPIER
12/16/2024	JM TODD COMPANY	ACH16	395.76	LEASE EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/16/2024	JM TODD COMPANY	ACH16	175.96	LEASE EQUIPMENT	COPY MACHINE LEASE & COPIES FOR CCR
12/16/2024	JM TODD COMPANY	ACH16	28.30	COPYING CHARGES	COPY MACHINE LEASE & COPIES FOR CCR
12/16/2024	JM TODD COMPANY	ACH16	200.56	LEASE EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/16/2024	JM TODD COMPANY	ACH16	173.63	LEASE EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/16/2024	JM TODD COMPANY	ACH16	120.99	LEASE EQUIPMENT	OFFICE COPIER
12/16/2024	JM TODD COMPANY	ACH16	48.47	COPYING CHARGES	OFFICE COPIER
12/16/2024	JM TODD COMPANY	ACH16	46.63	RENT EQUIPMENT	EMPLOYEE PRODUCTIVITY
12/16/2024	JM TODD COMPANY	ACH16	46.63	RENT EQUIPMENT	EMPLOYEE PRODUCTIVITY
12/16/2024	JM TODD COMPANY	ACH16	46.62	RENT EQUIPMENT	EMPLOYEE PRODUCTIVITY
12/16/2024	JM TODD COMPANY	ACH16	64.50	RENT EQUIPMENT	EMPLOYEE PRODUCTIVITY
12/16/2024	JM TODD COMPANY	ACH16	64.50	RENT EQUIPMENT	EMPLOYEE PRODUCTIVITY
12/16/2024	JM TODD COMPANY	ACH16	64.50	RENT EQUIPMENT	EMPLOYEE PRODUCTIVITY
12/16/2024	JM TODD COMPANY	ACH16	55.18	LEASE EQUIPMENT	OFFICE COPIER
12/16/2024	JM TODD COMPANY	ACH16	66.98	COPYING CHARGES	OFFICE COPIER
12/16/2024	JM TODD COMPANY	ACH16	120.99	LEASE EQUIPMENT	COPY MACHINE LEASE & COPIES FOR COLLIER 311 DAILY OPERATIONS
12/16/2024	JM TODD COMPANY	ACH16	11.57	COPYING CHARGES	COPY MACHINE LEASE & COPIES FOR COLLIER 311 DAILY OPERATIONS
12/16/2024	JM TODD COMPANY	ACH16	68.66	COPYING CHARGES	MAINTAIN BCC OPERATIONS & SERVICES; COPIER LEASE/OVERAGES
12/16/2024	JM TODD COMPANY	ACH16	127.58	LEASE EQUIPMENT	MAINTAIN BCC OPERATIONS & SERVICES; COPIER LEASE/OVERAGES
12/16/2024	JM TODD COMPANY	ACH16	86.18	LEASE EQUIPMENT	SUPPORT SERVICE DELIVERY
12/16/2024	JM TODD COMPANY	ACH16	3.26	COPYING CHARGES	SUPPORT SERVICE DELIVERY
12/16/2024	JM TODD COMPANY	ACH16	132.94	LEASE EQUIPMENT	SUPPORT SERVICE DELIVERY
12/16/2024	JM TODD COMPANY	ACH16	43.75	COPYING CHARGES	SUPPORT SERVICE DELIVERY

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12/16/2024	JM TODD COMPANY	ACH16	42.01	LEASE EQUIPMENT	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/16/2024	JM TODD COMPANY	ACH16	16.60	COPYING CHARGES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/16/2024	JM TODD COMPANY	ACH16	42.01	LEASE EQUIPMENT	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/16/2024	JM TODD COMPANY	ACH16	2.66	COPYING CHARGES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/16/2024	JM TODD COMPANY	ACH16	35.08	LEASE EQUIPMENT	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/16/2024	JM TODD COMPANY	ACH16	1.84	COPYING CHARGES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/16/2024	JM TODD COMPANY	ACH16	111.59	LEASE EQUIPMENT	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/16/2024	JM TODD COMPANY	ACH16	23.57	COPYING CHARGES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/16/2024	JM TODD COMPANY	ACH16	108.17	LEASE EQUIPMENT	OFFICE COPIER
12/16/2024	JM TODD COMPANY	ACH16	48.18	COPYING CHARGES	OFFICE COPIER
12/16/2024	JM TODD COMPANY	ACH16	129.94	LEASE EQUIPMENT	PURCHASE OF MONTHLY LEASE CHARGES FOR COPY MACHINE
12/16/2024	JM TODD COMPANY	ACH16	140.19	COPYING CHARGES	COPY CHARGES FOR DAILY OPERATIONS
			$ 3,781.00		
12/16/2024	JSFM INC	ACH16	159.50	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/16/2024	JSFM INC	ACH16	343.53	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/16/2024	JSFM INC	ACH16	2,062.84	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/16/2024	JSFM INC	ACH16	327.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/16/2024	JSFM INC	ACH16	188.49	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/16/2024	JSFM INC	ACH16	162.47	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 3,243.83		
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	600.00	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	600.00	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	600.00	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	301,736.61	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	706.51	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	125,746.42	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	10,215.71	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	53,024.90	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	113,976.07	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	381,259.62	INFRASTRUCTURE	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	(18,278.86)	RETAINAGE HELD	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
12/16/2024	QUALITY ENTERPRISES USA INC	ACH16	(31,144.43)	RETAINAGE HELD	COMMUNITY IMPROVEMENT TIED TO GRANT APPROVED BY BCC
			$ 939,042.55		
12/16/2024	SUNSHINE ACE HARDWARE INC	ACH16	66.90	OTHER OPERATING SUPPLIES	PROVIDE VARIOUS HARDWARE ITEMS FOR METER DIVISION
			$ 66.90		
12/16/2024	BRENNTAG MID SOUTH INC	ACH16	7,807.20	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 7,807.20		
12/16/2024	CDW LLC	ACH16	1,744.68	MINOR DATA PROCESSING EQUIPMENT	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT
12/16/2024	CDW LLC	ACH16	22.00	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/16/2024	CDW LLC	ACH16	234.69	MINOR DATA PROCESSING EQUIPMENT	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
12/16/2024	CDW LLC	ACH16	144.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
			$ 2,145.37		
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	355.32	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	88.72	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	253.72	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	222.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	(18.40)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	24.84	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	86.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	(0.50)	DISCOUNT APPLIED	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	21.18	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	33.22	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	11.80	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	18.51	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	6.20	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	9.72	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	5.52	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	8.66	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	73.90	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	115.89	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	(2.37)	DISCOUNT APPLIED	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	660.75	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	(13.22)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	1,305.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT

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12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	(26.10)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	2,560.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	(51.20)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	23,446.20	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	86.00	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	(468.92)	DISCOUNT APPLIED	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	11,859.00	UTILITIES PARTS ETC	TO PROVIDE PARTS FOR METER INSTALLATION
12/16/2024	FERGUSON ENTERPRISES LLC	ACH16	(237.18)	DISCOUNT APPLIED	TO PROVIDE PARTS FOR METER INSTALLATION
			$ 40,434.66		
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	30,208.02	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	91,679.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	33,764.91	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	85,772.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	77,534.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	146,664.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	20,138.65	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	37,895.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	90,151.30	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	261,174.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	(20,467.94)	RETAINAGE HELD	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	(11,659.30)	RETAINAGE HELD	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	DOUGLAS N HIGGINS INC	ACH16	(11,621.80)	RETAINAGE HELD	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 831,231.84		
12/16/2024	TAMIAMI FORD INC	ACH16	1,083.46	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/16/2024	TAMIAMI FORD INC	ACH16	40.66	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/16/2024	TAMIAMI FORD INC	ACH16	33.99	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/16/2024	TAMIAMI FORD INC	ACH16	103.51	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/16/2024	TAMIAMI FORD INC	ACH16	265,749.80	AUTOS AND TRUCKS	MOTORPOOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM
			$ 267,011.42		
12/16/2024	WESCO TURF INC	ACH16	177.59	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 177.59		
12/16/2024	HACH COMPANY	ACH16	5,137.60	OTHER OPERATING SUPPLIES	OPERATE
12/16/2024	HACH COMPANY	ACH16	96.75	POSTAGE FREIGHT AND UPS	OPERATE
12/16/2024	HACH COMPANY	ACH16	97.85	ELECTRICAL SUPPLIER	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/16/2024	HACH COMPANY	ACH16	16,608.85	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	HACH COMPANY	ACH16	198.00	POSTAGE FREIGHT AND UPS	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 22,139.05		
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	519.34	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	63.84	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	270.00	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	2,291.02	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	9.29	OTHER OPERATING SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS COUNTY WIDE
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	1,805.80	OTHER OPERATING SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	5,872.62	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	1,353.13	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORGTREE TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	883.31	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORGTREE TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	886.90	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORGTREE TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	388.44	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	55.80	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	1,507.24	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORGTREE TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	608.44	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	1,198.60	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORGTREE TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	346.01	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	402.74	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	1,621.80	OTHER OPERATING SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	74.70	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	6.62	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	102.90	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	36.04	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	35.77	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	420.95	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	263.38	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	672.78	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	58.92	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY

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12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	67.72	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/16/2024	GRAINGER INDUSTRIAL SUPPLY	ACH16	3,651.00	OTHER OPERATING SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX
			$ 25,475.10		
12/16/2024	SULPHURIC ACID TRADING CO INC	ACH16	4,255.10	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/16/2024	SULPHURIC ACID TRADING CO INC	ACH16	4,297.60	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 8,552.70		
12/16/2024	GILLIG LLC	ACH16	35.05	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 35.05		
12/16/2024	FISHER SCIENTIFIC	ACH16	212.28	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 212.28		
12/16/2024	POOLE & KENT COMPANY OF FLORIDA	ACH16	534,185.97	INFRASTRUCTURE	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/16/2024	POOLE & KENT COMPANY OF FLORIDA	ACH16	25,619.18	INFRASTRUCTURE	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/16/2024	POOLE & KENT COMPANY OF FLORIDA	ACH16	5,000.00	INFRASTRUCTURE	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/16/2024	POOLE & KENT COMPANY OF FLORIDA	ACH16	40,782.08	INFRASTRUCTURE	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/16/2024	POOLE & KENT COMPANY OF FLORIDA	ACH16	(30,279.36)	RETAINAGE HELD	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 575,307.87		
12/16/2024	FLUID CONTROL SPECIALTIES LLC	ACH16	1,139.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,139.00		
12/16/2024	DLT SOLUTIONS LLC	ACH16	5,186.54	LICENSES AND PERMITS	LICENSES FOR AUTOCAD FOR CNTY EMPLOYEES IN R & B
			$ 5,186.54		
12/16/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH16	27,448.90	PAINTING CONTRACTORS	MAINTAIN TRAFFIC OPERATIONS & SVS
			$ 27,448.90		
12/16/2024	BALD EAGLE TOWING & RECOVERY INC	ACH16	75.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 75.00		
12/16/2024	TETRA TECH INC	ACH16	556.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	TETRA TECH INC	ACH16	4,730.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/16/2024	TETRA TECH INC	ACH16	14,925.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
			$ 20,211.50		
12/16/2024	TAMPA TRUCK CENTER LLC	ACH16	32.80	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/16/2024	TAMPA TRUCK CENTER LLC	ACH16	32.80	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/16/2024	TAMPA TRUCK CENTER LLC	ACH16	94.96	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/16/2024	TAMPA TRUCK CENTER LLC	ACH16	722.83	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/16/2024	TAMPA TRUCK CENTER LLC	ACH16	606.56	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,489.95		
12/16/2024	GRANICUS LLC	ACH16	2,011.79	COMPUTER SOFTWARE	SOFTWARE FOR BCC AGENDA
			$ 2,011.79		
12/16/2024	PACE ANALYTICAL SERVICES INC	ACH16	26.54	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/16/2024	PACE ANALYTICAL SERVICES INC	ACH16	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/16/2024	PACE ANALYTICAL SERVICES INC	ACH16	198.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 791.54		
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	840.80	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	840.80	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	3,923.70	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	3,028.71	TRASH AND GARBAGE DISPOSAL	SUPPORT SERVICE DELIVERY
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	233.23	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	3,351.64	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	3,671.32	TRASH AND GARBAGE DISPOSAL	SOLID WASTE REMOVAL TO MAINTAIN COUNTY FACILITY
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	3,879.30	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	4,094.97	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/16/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH16	4,427.52	TRASH AND GARBAGE DISPOSAL	WASTE REMOVAL FOR SPORTS COMPLEX
			$ 28,291.99		
12/16/2024	MARANATHA HOME CARE INC	ACH16	5,079.80	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/16/2024	MARANATHA HOME CARE INC	ACH16	16,494.17	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
12/16/2024	MARANATHA HOME CARE INC	ACH16	3,270.19	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 24,844.16		
12/16/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH16	11,069.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/16/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH16	3,705.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/16/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH16	4,103.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/16/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH16	3,405.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
			$ 22,282.00		
12/16/2024	PALMDALE OIL COMPANY	ACH16	20,475.22	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/16/2024	PALMDALE OIL COMPANY	ACH16	3,950.41	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 24,425.63		
12/16/2024	A&M PROPERTY MAINTENANCE LLC	ACH16	860.00	LANDSCAPE INCIDENTALS	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA

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			$ 860.00		
12/16/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH16	5,853.46	LIGHTING MAINTENANCE	ELECTRICAL MAINT FOR PUBLIC SAFETY FOREST LAKES MSTU
			$ 5,853.46		
12/16/2024	ELECTRONIC ACCESS SPECIALIST	ACH16	4,359.00	LOCKSMITHS SERVICES AND SUPPLIES	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/16/2024	ELECTRONIC ACCESS SPECIALIST	ACH16	184.16	LOCKSMITHS SERVICES AND SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 4,543.16		
12/16/2024	PREMIER STAFFING SOURCE INC	ACH16	118.80	OTHER MISCELLANEOUS SERVICES	PROVIDE TRANSCRIPTIONIST SERVICE AT PUBLIC MEETINGS
			$ 118.80		
12/16/2024	STRATEGY MARKETING GROUP INC	ACH16	178.00	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/16/2024	STRATEGY MARKETING GROUP INC	ACH16	93.44	POSTAGE FREIGHT AND UPS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/16/2024	STRATEGY MARKETING GROUP INC	ACH16	107.00	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/16/2024	STRATEGY MARKETING GROUP INC	ACH16	42.53	POSTAGE FREIGHT AND UPS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/16/2024	STRATEGY MARKETING GROUP INC	ACH16	87.00	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/16/2024	STRATEGY MARKETING GROUP INC	ACH16	27.93	POSTAGE FREIGHT AND UPS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/16/2024	STRATEGY MARKETING GROUP INC	ACH16	164.00	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/16/2024	STRATEGY MARKETING GROUP INC	ACH16	85.06	POSTAGE FREIGHT AND UPS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
			$ 784.96		
12/16/2024	DAVID MASTRANGELO LLC	ACH16	245.00	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICE FOR PROGRAMS AND OR EVENTS
			$ 245.00		
12/16/2024	NEW HORIZONS	ACH16	346.93	OTHER CONTRACTUAL SERVICES	NECESSARY TRAINING FOR IT PERSONNEL
12/16/2024	NEW HORIZONS	ACH16	1,049.75	OTHER CONTRACTUAL SERVICES	NECESSARY TRAINING FOR IT PERSONNEL
			$ 1,396.68		
12/16/2024	LEO'S SOD, LLC	ACH16	208.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
			$ 208.00		
12/16/2024	JACOBS ENGINEERING GROUP INC	ACH16	1,809.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/16/2024	JACOBS ENGINEERING GROUP INC	ACH16	402.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 2,211.00		
12/16/2024	VICTOR J LATAVISH ARCHITECT PA	ACH16	4,908.00	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/16/2024	VICTOR J LATAVISH ARCHITECT PA	ACH16	7,104.00	ARCHITECTURAL FEES	LIFE SAFETY OR LOSS OF PROPERTY
			$ 12,012.00		
12/16/2024	NCR PAYMENT SOLUTIONS CORP.	ACH16	24.20	OTHER PROFESSIONAL FEES	TO PROMOTE ECONOMIC DEVELOPMENT IN COLLIER COUNTY
			$ 24.20		
12/16/2024	AVFUEL CORP.	ACH16	20,651.51	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/16/2024	AVFUEL CORP.	ACH16	30,939.50	AV GAS FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 51,591.01		
12/16/2024	BLX GROUP LLC	226254	6,250.00	ARBITRAGE SERVICES	ARBITRAGE REBATE REPORTS
12/16/2024	BLX GROUP LLC	226254	3,750.00	ARBITRAGE SERVICES	ARBITRAGE REBATE REPORTS
12/16/2024	BLX GROUP LLC	226254	1,250.00	ARBITRAGE SERVICES	ARBITRAGE REBATE REPORTS
12/16/2024	BLX GROUP LLC	226254	1,250.00	ARBITRAGE SERVICES	ARBITRAGE REBATE REPORTS
12/16/2024	BLX GROUP LLC	226254	3,750.00	ARBITRAGE SERVICES	ARBITRAGE REBATE REPORTS
			$ 16,250.00		
12/17/2024	KIRK SANDERS	226255	1,411.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,411.00		
12/17/2024	KIRK SANDERS	226256	2,800.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,800.00		
12/17/2024	KIRK SANDERS	226257	2,200.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,200.00		
12/17/2024	KIRK SANDERS	226258	2,000.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,000.00		
12/17/2024	KIRK SANDERS	226259	2,000.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,000.00		
12/17/2024	KIRK SANDERS	226260	1,950.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,950.00		
12/17/2024	KIRK SANDERS	226261	2,200.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,200.00		
12/17/2024	KIRK SANDERS	226262	9,600.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 9,600.00		
12/17/2024	KIRK SANDERS	226263	2,200.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,200.00		
12/17/2024	KIRK SANDERS	226264	11,929.03	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 11,929.03		
12/17/2024	KIRK SANDERS	226265	2,500.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,500.00		
12/17/2024	FPL ASSIST	226266	260.56	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF

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			$ 260.56		
12/17/2024	FPL ASSIST	226267	518.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 518.00		
12/17/2024	FPL ASSIST	226268	303.01	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 303.01		
12/17/2024	WALTHAM RIVER'S EDGE LLC	226269	1,800.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,800.00		
12/17/2024	WALTHAM RIVER'S EDGE LLC	226270	1,800.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,800.00		
12/17/2024	WALTHAM RIVER'S EDGE LLC	226271	1,900.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,900.00		
12/17/2024	WALTHAM RIVER'S EDGE LLC	226272	1,800.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,800.00		
12/17/2024	WALTHAM RIVER'S EDGE LLC	226273	1,800.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,800.00		
12/17/2024	WALTHAM RIVER'S EDGE LLC	226274	3,600.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 3,600.00		
12/17/2024	WALTHAM RIVER'S EDGE LLC	226275	1,800.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,800.00		
12/17/2024	AMANDA FRASSICA	226276	2,050.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,050.00		
12/17/2024	ARTHUR WRIGHT RICHARDS	226277	756.61	DISASTER ASSISTANCE	CARES RELIEF
			$ 756.61		
12/17/2024	BRITTANY BAY APARTMENTS II, LLC	226278	1,291.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,291.00		
12/17/2024	BRITTANY BAY APARTMENTS I, LLC	226279	1,331.20	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,331.20		
12/17/2024	CARIBBEAN MHC LESSEE LLC	226280	776.25	DISASTER ASSISTANCE	CARES RELIEF
			$ 776.25		
12/17/2024	CLAUDIA SANTANDER	226281	2,232.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,232.00		
12/17/2024	CURRENT PROPERTY MANAGEMENT LLC	226282	875.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 875.00		
12/17/2024	CURRENT PROPERTY MANAGEMENT LLC	226283	1,350.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,350.00		
12/17/2024	CURRENT PROPERTY MANAGEMENT LLC	226284	1,450.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,450.00		
12/17/2024	FFAH BRITTANY BAY II, LLC	226285	1,350.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,350.00		
12/17/2024	FFAH BRITTANY BAY II LLC	226286	1,491.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,491.00		
12/17/2024	FOUNTAIN VIEW CIRCLE, LLC	226287	1,227.13	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,227.13		
12/17/2024	FOUNTAIN VIEW CIRCLE, LLC	226288	2,200.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,200.00		
12/17/2024	INFINITY SOUTH BAY, LLC	226289	1,712.50	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,712.50		
12/17/2024	JAYNE D. KEFFER	226290	1,485.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,485.00		
12/17/2024	JERWOOD PARTNERSHIP	226291	1,200.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,200.00		
12/17/2024	KIRK SANDERS	226292	2,000.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,000.00		
12/17/2024	LANDMARK NAPLES	226293	1,237.54	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,237.54		
12/17/2024	LISA WILK	226294	1,600.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,600.00		
12/17/2024	MANAGEMENT 239 LLC	226295	1,008.47	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,008.47		
12/17/2024	MHP BEMBRIDGE, LLC	226296	1,292.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,292.00		
12/17/2024	MR. COOPER	226297	949.29	DISASTER ASSISTANCE	CARES RELIEF
			$ 949.29		
12/17/2024	MR. COOPER	226298	929.32	DISASTER ASSISTANCE	CARES RELIEF

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			$ 929.32		
12/17/2024	NAPA JV HOLDINGS, LLC	226299	2,574.70	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,574.70		
12/17/2024	NAPLES MANAGEMENT TEAM, INC.	226300	1,950.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,950.00		
12/17/2024	NEW AMERICAN FUNDING	226301	1,884.13	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,884.13		
12/17/2024	PACIFICA NAPLES LLC	226302	1,788.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,788.00		
12/17/2024	PC BEAR CREEK, LLC	226303	1,282.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,282.00		
12/17/2024	PENNYMAC LOAN SERVICES, LLC	226304	1,486.63	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,486.63		
12/17/2024	PHH MORTGAGE SERVICES	226305	915.09	DISASTER ASSISTANCE	CARES RELIEF
			$ 915.09		
12/17/2024	PRCP-FL NAPLES EDGE75, LLC	226306	2,448.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,448.00		
12/17/2024	PROEX SERVICES, INC.	226307	2,000.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,000.00		
12/17/2024	ROBERT THOMAS	226308	1,750.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,750.00		
12/17/2024	ROCKET MORTGAGE, LLC	226309	200.50	DISASTER ASSISTANCE	CARES RELIEF
			$ 200.50		
12/17/2024	ROUNDPOINT MORTGAGE SERVICING LLC	226310	2,103.38	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,103.38		
12/17/2024	RUSHMORE SERVICING	226311	618.86	DISASTER ASSISTANCE	CARES RELIEF
			$ 618.86		
12/17/2024	SADDLEBROOK SEVEN LLC	226312	1,278.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,278.00		
12/17/2024	SANDRA DUNBAR	226313	835.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 835.00		
12/17/2024	SC COAST TOWNHOMES LLC	226314	2,565.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,565.00		
12/17/2024	SELECT PORTFOLIO SERVICING, INC.	226315	226.46	DISASTER ASSISTANCE	CARES RELIEF
			$ 226.46		
12/17/2024	SELENE FINANCE	226316	885.48	DISASTER ASSISTANCE	CARES RELIEF
			$ 885.48		
12/17/2024	SFR V TRANCHE 5 BORROWER, LLC	226317	3,340.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 3,340.00		
12/17/2024	SFR V TRANCHE 5 BORROWER, LLC	226318	3,340.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 3,340.00		
12/17/2024	SHELLPOINT MORTGAGE SERVICING	226319	641.61	DISASTER ASSISTANCE	CARES RELIEF
			$ 641.61		
12/17/2024	SPRJ OSPREYS LANDING LLC	226320	1,329.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,329.00		
12/17/2024	SREIT NOAH'S LANDING, LLC	226321	1,540.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,540.00		
12/17/2024	SUNCOAST CREDIT UNION	226322	832.18	DISASTER ASSISTANCE	CARES RELIEF
			$ 832.18		
12/17/2024	SUN COMMUNITIES	226323	980.73	DISASTER ASSISTANCE	CARES RELIEF
			$ 980.73		
12/17/2024	TE MILLER MANAGEMENT, LLC	226324	1,869.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,869.00		
12/17/2024	TGM CAR HOLDINGS I LLC	226325	2,199.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,199.00		
12/17/2024	TUCK ENTERPRISES FL, LLC	226326	1,600.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,600.00		
12/17/2024	WALTHAM RIVER'S EDGE LLC	226327	2,100.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,100.00		
12/17/2024	WATSON, Jhen	226328	2,381.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,381.00		
12/17/2024	WELLS FARGO HOME MORTGAGE	226329	703.16	DISASTER ASSISTANCE	CARES RELIEF
			$ 703.16		
12/17/2024	WELLS FARGO HOME MORTGAGE	226330	1,606.76	DISASTER ASSISTANCE	CARES RELIEF

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			$ 1,606.76		
12/17/2024	WPPI/WL TREE FARM,LLC.	226331	2,795.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,795.00		
12/17/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	3,018.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 3,018.00		
12/17/2024	SPRINGHURST PROPERTIES LLC	ACHCA	3,200.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 3,200.00		
12/17/2024	ADVANCED ROOFING INC	226332	1,653.94	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	ADVANCED ROOFING INC	226332	1,500.00	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 3,153.94		
12/17/2024	AMERIGAS PROPANE LP	226333	1,258.98	GAS SERVICE	FUEL FOR EQUIPMENT AT THE IMMOKALEE ACCELERATOR
			$ 1,258.98		
12/17/2024	BLOCKER & LEWIS ENTERPRISES INC	226334	67.94	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/17/2024	BLOCKER & LEWIS ENTERPRISES INC	226334	190.92	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
			$ 258.86		
12/17/2024	COLLIER TIRE & AUTO REPAIR	226335	228.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	COLLIER TIRE & AUTO REPAIR	226335	93.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	COLLIER TIRE & AUTO REPAIR	226335	93.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	COLLIER TIRE & AUTO REPAIR	226335	87.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	COLLIER TIRE & AUTO REPAIR	226335	2,221.58	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	COLLIER TIRE & AUTO REPAIR	226335	216.44	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	COLLIER TIRE & AUTO REPAIR	226335	1,109.64	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	COLLIER TIRE & AUTO REPAIR	226335	136.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 4,185.66		
12/17/2024	D.A SYSTEMS INC	226336	38.00	BUILDING R AND M OUTSIDE VENDORS	MAINTAIN & OPERATE COUNTY FACILITIES
			$ 38.00		
12/17/2024	EMERGENCY PET HOSPITAL OF COLLIER	226337	1,362.75	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/17/2024	EMERGENCY PET HOSPITAL OF COLLIER	226337	651.08	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/17/2024	EMERGENCY PET HOSPITAL OF COLLIER	226337	652.50	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/17/2024	EMERGENCY PET HOSPITAL OF COLLIER	226337	1,127.25	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
			$ 3,793.58		
12/17/2024	JC DRAINFIELD REPAIR INC	226338	225.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
			$ 225.00		
12/17/2024	LCEC	226339	1,332.65	ELECTRICITY	PROVIDE ELECTRICAL SERVICE TO ACCELERATOR
12/17/2024	LCEC	226339	12.99	ELECTRICITY	10/31-12/1/24 HWY 846
12/17/2024	LCEC	226339	1,310.73	ELECTRICITY	10/31-12/1/24 STOCKADE RD
12/17/2024	LCEC	226339	356.41	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/17/2024	LCEC	226339	334.40	ELECTRICITY	ELECTRIC UTILITIES
			$ 3,347.18		
12/17/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226340	88.20	LANDSCAPE MATERIALS	COMMUNITY BEAUTIFICATION
12/17/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226340	94.22	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION MAINTENANCE FOR VANDERBILT BEACH MSTU
12/17/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226340	(10.40)	CREDIT MEMO	IRRIGATION MAINTENANCE FOR VANDERBILT BEACH MSTU
12/17/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226340	144.67	SPRINKLER SYSTEM MAINTENANCE	COMMUNITY BEAUTIFICATION
12/17/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226340	(4.88)	CREDIT MEMO	COMMUNITY BEAUTIFICATION
12/17/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226340	48.79	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS
			$ 360.60		
12/17/2024	ODYSSEY MANUFACTURING COMPANY	226341	425.00	POOL CHEMICALS	TO KEEP POOLS SAFE AND IN COMPLIANCE WITH REGULATIONS
12/17/2024	ODYSSEY MANUFACTURING COMPANY	226341	1,870.00	POOL CHEMICALS	TO KEEP POOLS SAFE AND IN COMPLIANCE WITH REGULATIONS
12/17/2024	ODYSSEY MANUFACTURING COMPANY	226341	1,615.00	POOL CHEMICALS	TO KEEP POOLS SAFE AND IN COMPLIANCE WITH REGULATIONS
12/17/2024	ODYSSEY MANUFACTURING COMPANY	226341	850.00	POOL CHEMICALS	TO KEEP POOLS SAFE AND IN COMPLIANCE WITH REGULATIONS
12/17/2024	ODYSSEY MANUFACTURING COMPANY	226341	612.00	POOL CHEMICALS	TO KEEP POOLS SAFE AND IN COMPLIANCE WITH REGULATIONS
			$ 5,372.00		
12/17/2024	FLORIDA SERVICE PAINTING INC	226342	73,880.40	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
12/17/2024	FLORIDA SERVICE PAINTING INC	226342	56,210.60	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
12/17/2024	FLORIDA SERVICE PAINTING INC	226342	145,550.60	PAINTING CONTRACTORS	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 275,641.60		
12/17/2024	TANNER INDUSTRIES INC	226343	9.00	RENT EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 9.00		
12/17/2024	UNIFIRST CORP	226344	20.50	CLOTHING AND UNIFORM RENTAL	FOR STAFF TO BE IDENTIFIED IN THE FIELD
12/17/2024	UNIFIRST CORP	226344	9.98	OTHER CONTRACTUAL SERVICES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
			$ 30.48		
12/17/2024	UNITED RENTALS (NORTH AMERICA) INC	226345	995.00	RENT EQUIPMENT	EQUIPMENT RENTAL TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/17/2024	UNITED RENTALS (NORTH AMERICA) INC	226345	11,636.00	HVAC CONTRACTORS	EQUIPMENT RENTAL TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 12,631.00		

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12/17/2024	FLORIDA POWER & LIGHT	226346	38.70	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	297.75	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	35.32	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	16.27	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	71.57	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	28.54	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	53.08	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	290.13	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	49.44	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	44.42	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	26.07	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	48.76	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	59.51	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	53.37	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/17/2024	FLORIDA POWER & LIGHT	226346	32.29	ELECTRICITY	11/8-12/10/24 SHERIFF
12/17/2024	FLORIDA POWER & LIGHT	226346	33.12	ELECTRICITY	11/7-12/9/24 SHERIFF
12/17/2024	FLORIDA POWER & LIGHT	226346	29.68	ELECTRICITY	11/4-12/4/24 SHERIFF
12/17/2024	FLORIDA POWER & LIGHT	226346	33.22	ELECTRICITY	11/6-12/6/24 SHERIFF
12/17/2024	FLORIDA POWER & LIGHT	226346	26.24	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/17/2024	FLORIDA POWER & LIGHT	226346	939.36	ELECTRICITY	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
12/17/2024	FLORIDA POWER & LIGHT	226346	39.19	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/17/2024	FLORIDA POWER & LIGHT	226346	26.68	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/17/2024	FLORIDA POWER & LIGHT	226346	26.15	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE RADIO RD MSTU
12/17/2024	FLORIDA POWER & LIGHT	226346	47.59	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/17/2024	FLORIDA POWER & LIGHT	226346	27.69	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/17/2024	FLORIDA POWER & LIGHT	226346	28.84	ELECTRICITY	ELECTRIC FOR CEI HOUSE FOR DAILY OPERATIONS
12/17/2024	FLORIDA POWER & LIGHT	226346	160.91	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/17/2024	FLORIDA POWER & LIGHT	226346	2,878.29	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/17/2024	FLORIDA POWER & LIGHT	226346	1,343.06	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/17/2024	FLORIDA POWER & LIGHT	226346	136.15	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/17/2024	FLORIDA POWER & LIGHT	226346	25.66	ELECTRICITY	OPERATION OF COUNTY FACILITIES
12/17/2024	FLORIDA POWER & LIGHT	226346	94.68	ELECTRICITY	OPERATION OF COUNTY FACILITIES
			$ 7,041.73		
12/17/2024	VERIZON WIRELESS	226347	2,034.54	CELLULAR TELEPHONE	DATA CONNECTION FOR CAT VEHICLES
12/17/2024	VERIZON WIRELESS	226347	2,034.54	CELLULAR TELEPHONE	DATA CONNECTION FOR CAT VEHICLES
12/17/2024	VERIZON WIRELESS	226347	401.14	CELLULAR TELEPHONE	OPERATION AND MAINTENANCE OF PUBLIC SAFETY RADIO SYSTEM
12/17/2024	VERIZON WIRELESS	226347	50.51	CELLULAR TELEPHONE	CELL SERVICES FOR THE IMPACT FEE SECTION
			$ 4,520.73		
12/17/2024	CITY OF NAPLES	226409	2,864.20	WATER AND SEWER	WATER & SEWAR
			$ 2,864.20		
12/17/2024	CITY OF NAPLES	226410	681.54	WATER AND SEWER	PUBLIC HEALTH AND SAFETY
			$ 681.54		
12/17/2024	FEDEX	226348	56.46	POSTAGE FREIGHT AND UPS	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
12/17/2024	FEDEX	226348	316.33	POSTAGE FREIGHT AND UPS	COURIER/SHIPPING SERVICES
12/17/2024	FEDEX	226348	10.94	POSTAGE FREIGHT AND UPS	COURIER/SHIPPING SERVICES
12/17/2024	FEDEX	226348	113.36	POSTAGE FREIGHT AND UPS	SHIPPING COSTS TO PROMOTE TOURISM IN COLLIER COUNTY
12/17/2024	FEDEX	226348	20.40	POSTAGE FREIGHT AND UPS	SHIPPING COSTS TO PROMOTE TOURISM IN COLLIER COUNTY
			$ 517.49		
12/17/2024	HILLS PET NUTRITION SALES INC	226349	1,107.60	SHELTER ANIMAL FOOD	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/17/2024	HILLS PET NUTRITION SALES INC	226349	133.44	SHELTER ANIMAL FOOD	SUPPORT WELFARE OF ANIMALS IN DAS CARE
			$ 1,241.04		
12/17/2024	RENDA BROADCASTING CORPORATION	226350	540.00	MARKETING AND PROMOTIONAL	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION
12/17/2024	RENDA BROADCASTING CORPORATION	226350	90.00	MARKETING AND PROMOTIONAL	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION
12/17/2024	RENDA BROADCASTING CORPORATION	226350	225.00	MARKETING AND PROMOTIONAL	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION
			$ 855.00		
12/17/2024	I HEART MEDIA COMMUNICATIONS	226351	166.66	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
			$ 166.66		
12/17/2024	JOHN MADER ENTERPRISES INC	226352	4,541.12	UTILITIES REPAIR ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 4,541.12		
12/17/2024	FORT MYERS BROADCASTING INC	226353	542.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/17/2024	FORT MYERS BROADCASTING INC	226353	325.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/17/2024	FORT MYERS BROADCASTING INC	226353	600.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/17/2024	FORT MYERS BROADCASTING INC	226353	600.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
			$ 2,067.00		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/17/2024	CINTAS CORPORATION	226354	26.62	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/17/2024	CINTAS CORPORATION	226354	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/17/2024	CINTAS CORPORATION	226354	336.31	CLOTHING AND UNIFORM RENTAL	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
			$ 398.32		
12/17/2024	HENRY SCHEIN INC	226355	2,631.07	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/17/2024	HENRY SCHEIN INC	226355	798.00	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 3,429.07		
12/17/2024	FLORIDA DEPT OF TRANSPORTATION	226356	6.25	OTHER OPERATING SUPPLIES	DIRECTOR IT VEHICLE CC2-3061 CC: 121155
			$ 6.25		
12/17/2024	SUN BROADCASTING INC	226357	445.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/17/2024	SUN BROADCASTING INC	226357	220.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/17/2024	SUN BROADCASTING INC	226357	135.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/17/2024	SUN BROADCASTING INC	226357	90.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/17/2024	SUN BROADCASTING INC	226357	193.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
			$ 1,083.00		
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	2,970.00	WATER AND SEWER	CONNECT WATER/SEWER SYS AT THE NEW CAT FACILITY AT IMMOKALEE
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	398.55	WATER AND SEWER	11/1-12/2/24 302 STOCKADE RD
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	3,260.95	WATER AND SEWER	11/1-12/2/24 304 STOCKADE RD
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	681.38	WATER AND SEWER	11/1-12/2/24 302 STOCKADE RD
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	1,121.91	WATER AND SEWER	11/1-12/2/24 112 S 1ST ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	229.79	WATER AND SEWER	11/1-12/2/24 112 S 1ST ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	194.48	WATER AND SEWER	11/4-12/3/24 310 ALACHUA ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	194.47	WATER AND SEWER	11/4-12/3/24 310 ALACHUA ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	43.99	WATER AND SEWER	11/4-12/3/24 310 ALACHUA ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	44.00	WATER AND SEWER	11/4-12/3/24 310 ALACHUA ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	648.03	WATER AND SEWER	11/1-12/2/24 106 S 1ST ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	324.02	WATER AND SEWER	11/1-12/2/24 106 S 1ST ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	1,319.22	WATER AND SEWER	11/1-12/2/24 106 S 1ST ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	23.14	WATER AND SEWER	11/1-12/2/24 106 S 1ST ST
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	62.47	WATER AND SEWER	OPERATE & MAINTAIN IMMOKALEE TRANSFER STATION
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	355.25	WATER AND SEWER	SUPPORT SERVICE DELIVERY
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	37.91	WATER AND SEWER	NEEDED TO KEEP PARKS IN OPERATIONS
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	2,131.36	WATER AND SEWER	FOR WATER FOR THE PARKS
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	343.28	WATER AND SEWER	NEEDED TO KEEP PARKS IN OPERATIONS
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	513.80	WATER AND SEWER	FOR WATER FOR THE PARKS
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	1,112.30	WATER AND SEWER	FOR WATER FOR THE PARKS
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	573.65	WATER AND SEWER	FOR WATER FOR THE PARKS
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	179.24	WATER AND SEWER	ESSENTIAL SERVICE
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	130.37	WATER AND SEWER	ESSENTIAL SERVICE
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	71.99	WATER AND SEWER	ESSENTIAL SERVICE
12/17/2024	IMMOKALEE WATER & SEWER DISTRICT	226358	191.21	WATER AND SEWER	ESSENTIAL SERVICE
			$ 17,156.76		
12/17/2024	CINTAS CORPORATION	226359	119.80	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/17/2024	CINTAS CORPORATION	226359	242.73	CLOTHING AND UNIFORM RENTAL	EMPLOYEE SAFETY
12/17/2024	CINTAS CORPORATION	226359	838.82	CLOTHING AND UNIFORM RENTAL	PROVIDE UNIFORMS TO COUNTY STAFF
12/17/2024	CINTAS CORPORATION	226359	7.15	MEDICAL SUPPLIES	FIRST AID SUPPLIES FOR IRRIGATION QUALITY PERSONNEL
12/17/2024	CINTAS CORPORATION	226359	86.74	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/17/2024	CINTAS CORPORATION	226359	4.52	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/17/2024	CINTAS CORPORATION	226359	74.86	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/17/2024	CINTAS CORPORATION	226359	23.88	MEDICAL SUPPLIES	PROVIDE INVENTORY MANAGEMENT/CONTROL FOR PUBLIC UTILITIES
12/17/2024	CINTAS CORPORATION	226359	267.11	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/17/2024	CINTAS CORPORATION	226359	75.05	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/17/2024	CINTAS CORPORATION	226359	13.50	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/17/2024	CINTAS CORPORATION	226359	141.09	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	CINTAS CORPORATION	226359	73.68	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/17/2024	CINTAS CORPORATION	226359	15.00	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/17/2024	CINTAS CORPORATION	226359	67.58	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF
12/17/2024	CINTAS CORPORATION	226359	69.99	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/17/2024	CINTAS CORPORATION	226359	62.94	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	CINTAS CORPORATION	226359	71.66	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/17/2024	CINTAS CORPORATION	226359	49.52	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/17/2024	CINTAS CORPORATION	226359	111.31	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/17/2024	CINTAS CORPORATION	226359	227.31	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	CINTAS CORPORATION	226359	295.37	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 2,939.61		
12/17/2024	SEAL ANALYTICAL INC	226360	12,615.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPORT FOR WATER QUALITY MONITORING PROGRAMS
			$ 12,615.00		
12/17/2024	MCSHEA CONTRACTING LLC	226361	36,523.25	PAINTING CONTRACTORS	COUNTY WIDE STRIPING AND PAVEMENT MARKINGS COUNTY WIDE
12/17/2024	MCSHEA CONTRACTING LLC	226361	7,178.40	ROAD AND BIKEPATH REPAIRS	PUBLIC SAFETY
			$ 43,701.65		
12/17/2024	LAWSON PRODUCTS INC	226362	411.23	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	LAWSON PRODUCTS INC	226362	(21.97)	CREDIT MEMO	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 389.26		
12/17/2024	FLORIDA GULF COAST UNIVERSITY FOUND	226363	240.00	MARKETING AND PROMOTIONAL	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING PROGRAMS
12/17/2024	FLORIDA GULF COAST UNIVERSITY FOUND	226363	300.00	MARKETING AND PROMOTIONAL	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING PROGRAMS
			$ 540.00		
12/17/2024	MWI VETERINARY SUPPLY CO	226364	2,276.86	MEDICAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES
			$ 2,276.86		
12/17/2024	SUNSHINE LUBES LLC	226365	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SUNSHINE LUBES LLC	226365	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SUNSHINE LUBES LLC	226365	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SUNSHINE LUBES LLC	226365	83.55	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SUNSHINE LUBES LLC	226365	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SUNSHINE LUBES LLC	226365	47.98	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SUNSHINE LUBES LLC	226365	83.55	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 407.00		
12/17/2024	NEXAIR, LLC	226366	47.13	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	NEXAIR, LLC	226366	76.57	OTHER OPERATING SUPPLIES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	NEXAIR, LLC	226366	199.03	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 322.73		
12/17/2024	LAW OFFICE OF HOLLY E. COSBY PA	226367	2,317.50	LEGAL FEES	VALUE ADJUSTMENT LEGAL COUNSEL
			$ 2,317.50		
12/17/2024	AIRGAS USA LLC	226368	30.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
			$ 30.00		
12/17/2024	CARLON INC	226369	188.00	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/17/2024	CARLON INC	226369	188.00	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/17/2024	CARLON INC	226369	12.00	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/17/2024	CARLON INC	226369	282.00	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/17/2024	CARLON INC	226369	188.00	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
			$ 858.00		
12/17/2024	TPH HOLDINGS LLC	226370	77.99	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/17/2024	TPH HOLDINGS LLC	226370	70.43	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/17/2024	TPH HOLDINGS LLC	226370	8.11	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/17/2024	TPH HOLDINGS LLC	226370	67.15	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/17/2024	TPH HOLDINGS LLC	226370	178.76	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/17/2024	TPH HOLDINGS LLC	226370	8.11	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/17/2024	TPH HOLDINGS LLC	226370	203.71	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/17/2024	TPH HOLDINGS LLC	226370	(35.00)	CREDIT MEMO	CON OEM & AFTERMARKET PARTS $10,000
			$ 579.26		
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	5,500.00	MAINTENANCE LANDSCAPING	MAINTAIN COUNTY PROPERTY/ASSETS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	291.25	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	247.38	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	231.87	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	357.50	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	594.44	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	804.33	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	1,060.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	165.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	268.55	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/17/2024	R&N LAWN MAINTENANCE INC.	226371	1,060.00	MAINTENANCE LANDSCAPING	MAINTAIN COUNTY PROPERTY/ASSETS
			$ 10,580.32		
12/17/2024	ETR, LLC	226372	347.71	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	ETR, LLC	226372	27.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	ETR, LLC	226372	6,027.81	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 6,402.52		
12/17/2024	CPR COURIER	226373	100.00	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTED SERVICES PROVIDED PURSUANT TO FS 29.008
			$ 100.00		
12/17/2024	AMERICAN FACILITY SERVICES INC	226374	128.00	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY

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12/17/2024	AMERICAN FACILITY SERVICES INC	226374	256.00	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/17/2024	AMERICAN FACILITY SERVICES INC	226374	96.00	OTHER CONTRACTUAL SERVICES	MAINTAIN TMS SOUTH OPERATION & SERVICES
12/17/2024	AMERICAN FACILITY SERVICES INC	226374	384.00	OTHER CONTRACTUAL SERVICES	MAINTAIN TMS SOUTH OPERATION & SERVICES
			$ 864.00		
12/17/2024	DOWNS & ST GERMAIN RESEARCH	226375	5,000.00	OTHER CONTRACTUAL SERVICES	PROMOTING COLLIER COUNTY TOURISM TO POTENTIAL VISITORS
12/17/2024	DOWNS & ST GERMAIN RESEARCH	226375	500.00	OTHER CONTRACTUAL SERVICES	PROMOTING COLLIER COUNTY TOURISM TO POTENTIAL VISITORS
12/17/2024	DOWNS & ST GERMAIN RESEARCH	226375	500.00	OTHER CONTRACTUAL SERVICES	PROMOTING COLLIER COUNTY TOURISM TO POTENTIAL VISITORS
12/17/2024	DOWNS & ST GERMAIN RESEARCH	226375	1,500.00	OTHER CONTRACTUAL SERVICES	PROMOTING COLLIER COUNTY TOURISM TO POTENTIAL VISITORS
			$ 7,500.00		
12/17/2024	J & Y GROUP ENTERPRISES LLC	226376	33,920.12	LIMEROCK CLAY AND RIP RAP	PUBLIC SAFETY FOR ROAD WORK
			$ 33,920.12		
12/17/2024	ALFRED BENESCH & COMPANY	226377	3,446.92	OTHER CONTRACTUAL SERVICES	ZERO EMISSION FLEET TRANSITION PLAN
12/17/2024	ALFRED BENESCH & COMPANY	226377	1,004.80	OTHER CONTRACTUAL SERVICES	ZERO EMISSION FLEET TRANSITION PLAN
12/17/2024	ALFRED BENESCH & COMPANY	226377	3,785.76	OTHER CONTRACTUAL SERVICES	ZERO EMISSION FLEET TRANSITION PLAN
12/17/2024	ALFRED BENESCH & COMPANY	226377	1,898.48	OTHER CONTRACTUAL SERVICES	ZERO EMISSION FLEET TRANSITION PLAN
12/17/2024	ALFRED BENESCH & COMPANY	226377	860.07	OTHER CONTRACTUAL SERVICES	ZERO EMISSION FLEET TRANSITION PLAN
			$ 10,996.03		
12/17/2024	DEANGELO CONTRACTING SERVICES LLC	226378	26,392.79	OTHER CONTRACTUAL SERVICES	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
12/17/2024	DEANGELO CONTRACTING SERVICES LLC	226378	1,139.70	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 27,532.49		
12/17/2024	STANDARD INSURANCE COMPANY	226379	52,370.04	LONG TERM DISABILITY ADVISORY PREMIUM	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
12/17/2024	STANDARD INSURANCE COMPANY	226379	54,983.11	LIFE INSURANCE PREMIUMS PAID	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
12/17/2024	STANDARD INSURANCE COMPANY	226379	32,067.52	SHORT TERM DISABILITY CLAIMS	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
12/17/2024	STANDARD INSURANCE COMPANY	226379	4,363.64	SHORT TERM DISABILITY ADVISORY FEE	ATTRACT AND RETAIN EFFECTIVE WORKFORCE
			$ 143,784.31		
12/17/2024	LIQUIDSPRING LLC	226380	4,173.74	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 4,173.74		
12/17/2024	JOHN TO GO FL LLC	226381	185.00	OTHER CONTRACTUAL SERVICES	PROVIDE RENTAL JONS FOR EMERGENCIES COLLECTIONS DEPARTMENT
12/17/2024	JOHN TO GO FL LLC	226381	185.00	OTHER CONTRACTUAL SERVICES	PROVIDE RENTAL JONS FOR EMERGENCIES COLLECTIONS DEPARTMENT
12/17/2024	JOHN TO GO FL LLC	226381	185.00	OTHER CONTRACTUAL SERVICES	PROVIDE RENTAL JONS FOR EMERGENCIES COLLECTIONS DEPARTMENT
12/17/2024	JOHN TO GO FL LLC	226381	185.00	OTHER CONTRACTUAL SERVICES	PROVIDE RENTAL JONS FOR EMERGENCIES COLLECTIONS DEPARTMENT
12/17/2024	JOHN TO GO FL LLC	226381	145.00	RENT EQUIPMENT	PROVIDE RENTAL JONS FOR EMERGENCIES WATER DEPT
12/17/2024	JOHN TO GO FL LLC	226381	145.00	RENT EQUIPMENT	PROVIDE RENTAL JONS FOR EMERGENCIES WATER DEPT
12/17/2024	JOHN TO GO FL LLC	226381	145.00	RENT EQUIPMENT	PROVIDE RENTAL JONS FOR EMERGENCIES WATER DEPT
12/17/2024	JOHN TO GO FL LLC	226381	145.00	RENT EQUIPMENT	PROVIDE RENTAL JONS FOR EMERGENCIES WATER DEPT
12/17/2024	JOHN TO GO FL LLC	226381	145.00	RENT EQUIPMENT	PROVIDE RENTAL JONS FOR EMERGENCIES WATER DEPT
12/17/2024	JOHN TO GO FL LLC	226381	145.00	OTHER CONTRACTUAL SERVICES	FOR PUBLIC USE / HEALTH
12/17/2024	JOHN TO GO FL LLC	226381	145.00	OTHER CONTRACTUAL SERVICE	SAFETY AND HEALTH OF THE CAT BUS DRIVERS
			$ 1,755.00		
12/17/2024	POWER EXTERMINATOR INC.	226382	25.00	PEST CONTROL	PROVIDE MONTHLY PEST CONTROL SERVICES TO COUNTY FACILITIES
12/17/2024	POWER EXTERMINATOR INC.	226382	25.00	PEST CONTROL	PROVIDE MONTHLY PEST CONTROL SERVICES TO COUNTY FACILITIES
12/17/2024	POWER EXTERMINATOR INC.	226382	25.00	PEST CONTROL	PROVIDE MONTHLY PEST CONTROL SERVICES TO COUNTY FACILITIES
			$ 75.00		
12/17/2024	SOUTHERN SERVICE & REPAIR LLC	226383	40.00	LEASE EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SOUTHERN SERVICE & REPAIR LLC	226383	32.00	LEASE EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SOUTHERN SERVICE & REPAIR LLC	226383	24.00	LEASE EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SOUTHERN SERVICE & REPAIR LLC	226383	24.00	LEASE EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	SOUTHERN SERVICE & REPAIR LLC	226383	41.50	OTHER OPERATING SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 161.50		
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	2,528.93	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	1,929.21	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	1,814.37	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	314.96	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	115.97	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	31.43	WATER AND SEWER	WATER FOR THE PARKS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	80.79	WATER AND SEWER	WATER FOR THE PARKS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	94.42	WATER AND SEWER	WATER FOR THE PARKS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	218.94	WATER AND SEWER	WATER FOR THE PARKS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	292.66	WATER AND SEWER	WATER FOR THE PARKS
12/17/2024	COLLIER COUNTY UTILITY BILLING	226384	315.29	WATER AND SEWER	WATER FOR THE PARKS
			$ 7,736.97		
12/17/2024	SENTINEL TECHNOLOGIES INC	226385	6,812.50	OTHER CONTRACTUAL SERVICES	PROVIDE STAFF ABILITY TO MORE EFFECTIVELY PERFORM DUTIES
			$ 6,812.50		
12/17/2024	CROWN SHREDDING LLC	226386	70.00	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTED SERVICES PROVIDED PURSUANT TO FS 29.008

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 70.00		
12/17/2024	GANNETT MEDIA CORP.	226411	308.00	LEGAL ADVERTISING	ADVERTISE PUBLIC NOTICES FOR CAT IN NAPLES DAILY NEWSPAPER
			$ 308.00		
12/17/2024	GANNETT MEDIA CORP.	226412	854.04	OTHER CONTRACTUAL SERVICES	ADVERTISE PUBLIC NOTICES
			$ 854.04		
12/17/2024	CATALIS PUBLIC WORKS & CITIZEN	226387	2,000.00	COMPUTER SOFTWARE	TO DELIVER CUSTOMER FOCUSED HIGH QUALITY SERVICES
			$ 2,000.00		
12/17/2024	GENSERVE, LLC	226388	1,256.84	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,353.69	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	768.42	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	725.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	685.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	435.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	435.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	612.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	435.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	757.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	395.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	801.57	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	959.01	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	1,140.26	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	1,035.69	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	735.39	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	395.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	830.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	612.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	830.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	956.88	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	685.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	725.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	285.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	435.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	870.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	580.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	580.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	2,196.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	4,494.95	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	6,629.45	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	509.19	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	652.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	2,370.05	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	3,104.40	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	5,691.50	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/17/2024	GENSERVE, LLC	226388	4,146.51	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	885.46	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/17/2024	GENSERVE, LLC	226388	714.56	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/17/2024	GENSERVE, LLC	226388	1,446.25	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - GENERATOR MAINTENANCE
12/17/2024	GENSERVE, LLC	226388	725.00	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - GENERATOR MAINTENANCE
12/17/2024	GENSERVE, LLC	226388	435.00	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - GENERATOR MAINTENANCE

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - GENERATOR MAINTENANCE
12/17/2024	GENSERVE, LLC	226388	870.00	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - GENERATOR MAINTENANCE
12/17/2024	GENSERVE, LLC	226388	1,011.25	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	745.69	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	2,660.86	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	290.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,627.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	902.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	358.75	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	540.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	830.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GENSERVE, LLC	226388	670.63	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/17/2024	GENSERVE, LLC	226388	830.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/17/2024	GENSERVE, LLC	226388	435.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	1,120.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	685.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	1,663.75	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	489.35	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	416.85	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	507.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	597.84	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	725.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	507.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	975.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	217.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	580.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	217.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	507.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	754.35	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	395.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	326.25	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	326.25	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	326.25	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	942.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	362.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	580.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	635.62	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	708.12	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	552.05	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	830.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	797.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	860.78	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	739.09	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	145.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	362.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,453.40	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,047.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,751.19	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	5,654.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	GENSERVE, LLC	226388	1,015.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,047.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,756.24	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,199.08	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,699.94	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,083.75	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	543.75	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	938.76	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	685.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	1,120.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GENSERVE, LLC	226388	634.09	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 111,792.00		
12/17/2024	FIRST ARRIVING IO INC	226389	4,154.64	COMPUTER SOFTWARE	EMS OPERATIONS PUBLIC SAFETY SUPPORT

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 4,154.64		
12/17/2024	CFE 2002 GIFT TRUST	226390	4,863.69	RENT BUILDINGS	ADMIN OPERATIONS
12/17/2024	CFE 2002 GIFT TRUST	226390	4,863.69	RENT BUILDINGS	ADMIN OPERATIONS
12/17/2024	CFE 2002 GIFT TRUST	226390	4,863.70	RENT BUILDINGS	ADMIN OPERATIONS
			$ 14,591.08		
12/17/2024	GATEWAY SERVICES (USA) LLC	226391	600.00	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 600.00		
12/17/2024	T-MOBILE USA INC	226392	60.27	CELLULAR TELEPHONE	OPERATION OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM
			$ 60.27		
12/17/2024	BRITE NITES INC	226393	8,906.81	OTHER CONTRACTUAL SERVICES	LED LIGHTING FOR SPORTS COMPLEX
			$ 8,906.81		
12/17/2024	J & K AUTO PARTS	226394	140.61	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	J & K AUTO PARTS	226394	604.37	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	J & K AUTO PARTS	226394	72.99	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	J & K AUTO PARTS	226394	66.62	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	J & K AUTO PARTS	226394	181.44	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	J & K AUTO PARTS	226394	23.37	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	J & K AUTO PARTS	226394	42.38	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	J & K AUTO PARTS	226394	21.31	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,153.09		
12/17/2024	ALEXEI IORDAN, TRUSTEE	226395	37,502.81	LAND CAPITAL OUTLAY	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 37,502.81		
12/17/2024	VIRONICA IORDAN, TRUSTEE	226396	37,502.81	LAND CAPITAL OUTLAY	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 37,502.81		
12/17/2024	DAVE HUFF & RUTH HUFF	226397	47,003.04	LAND CAPITAL OUTLAY	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 47,003.04		
12/17/2024	DAVE HUFF & RUTH HUFF	226413	47,001.40	LAND CAPITAL OUTLAY	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 47,001.40		
12/17/2024	A GOOD GUY REPAIRS INC	226398	225.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 225.00		
12/17/2024	ALTMAN DEVELOPMENT COMPANY, LLC	226399	36,139.18	DEPOSITS COMMUNITY DEVELOPMENT	REFUND CUSTOMER OVERPAYMENT DUE
			$ 36,139.18		
12/17/2024	Bayshore Marine Consulting, LLC	226400	4.50	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 4.50		
12/17/2024	Imperial Homes of Naples, LLC	226401	51.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 51.00		
12/17/2024	Julie Ryon	226402	25.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 25.00		
12/17/2024	Mark Oreus	226403	1,500.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
12/17/2024	Mark Oreus	226403	1,125.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 2,625.00		
12/17/2024	PHOENIX ASSOCIATES OF FLORIDA	226404	197.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 197.00		
12/17/2024	Robert H Povilaitis and	226405	61.48	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 61.48		
12/17/2024	Rosemary Costa	226406	55.64	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 55.64		
12/17/2024	Smallwood Solutions LLC	226407	122.04	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 122.04		
12/17/2024	Turrell, Hall & Associates, Inc.	226408	42.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 42.00		
12/17/2024	ALLIED UNIVERSAL CORPORATION	ACH17	4,476.78	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	ALLIED UNIVERSAL CORPORATION	ACH17	3,537.38	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	ALLIED UNIVERSAL CORPORATION	ACH17	7,612.22	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	ALLIED UNIVERSAL CORPORATION	ACH17	19,536.00	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 35,162.38		
12/17/2024	CDM SMITH INC	ACH17	25,668.75	ENGINEERING FEES	TO PROVIDE PARTS FOR IQ DEPARTMENT
12/17/2024	CDM SMITH INC	ACH17	2,542.00	ENGINEERING FEES	TO PROVIDE PARTS FOR IQ DEPARTMENT
12/17/2024	CDM SMITH INC	ACH17	463.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	463.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	570.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	570.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	660.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	4,860.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/17/2024	CDM SMITH INC	ACH17	9,560.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	60.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	2,274.75	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	2,274.75	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	2,525.25	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	2,525.25	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	120.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	120.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	1,050.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	1,050.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	555.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	555.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	3,427.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	5,567.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	CDM SMITH INC	ACH17	180.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 67,642.75		
12/17/2024	DATA FLOW SYSTEMS LLC	ACH17	689.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	DATA FLOW SYSTEMS LLC	ACH17	16.65	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 705.65		
12/17/2024	HORSESHOE DEVELOPMENT LC	ACH17	2,530.17	RENT BUILDINGS	ANNUAL BUILDING LEASE TO ACCOMMODATE TMSD EMPLOYEES
12/17/2024	HORSESHOE DEVELOPMENT LC	ACH17	2,530.17	RENT BUILDINGS	ANNUAL BUILDING LEASE TO ACCOMMODATE TMSD EMPLOYEES
12/17/2024	HORSESHOE DEVELOPMENT LC	ACH17	6,440.45	RENT BUILDINGS	ANNUAL BUILDING LEASE TO ACCOMMODATE TMSD EMPLOYEES
			$ 11,500.79		
12/17/2024	IDEXX LABORATORIES INC	ACH17	177.89	MEDICAL SUPPLIES	SUPPORT SERVICE DELIVERY
			$ 177.89		
12/17/2024	JM TODD COMPANY	ACH17	1.57	OTHER EQUIP REPAIRS AND MAINTENANCE	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/17/2024	JM TODD COMPANY	ACH17	5.49	PRINTING AND OR BINDING OUTSIDE VENDORS	DAILY OPERATIONS
12/17/2024	JM TODD COMPANY	ACH17	5.62	OFFICE EQUIPMENT R AND M	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/17/2024	JM TODD COMPANY	ACH17	188.68	LEASE VEHICLES	OFFICE COPIER
			$ 201.36		
12/17/2024	JSFM INC	ACH17	2,495.80	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	JSFM INC	ACH17	48.15	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	JSFM INC	ACH17	101.46	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	JSFM INC	ACH17	201.50	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	JSFM INC	ACH17	197.07	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	JSFM INC	ACH17	3,546.31	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 6,590.29		
12/17/2024	MCGEE & ASSOCIATES	ACH17	310.00	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE LELY MSTU
12/17/2024	MCGEE & ASSOCIATES	ACH17	422.50	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE LELY MSTU
12/17/2024	MCGEE & ASSOCIATES	ACH17	63.05	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE LELY MSTU
12/17/2024	MCGEE & ASSOCIATES	ACH17	38.75	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE LELY MSTU
12/17/2024	MCGEE & ASSOCIATES	ACH17	426.25	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE GG MSTU
12/17/2024	MCGEE & ASSOCIATES	ACH17	310.00	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE GG MSTU
12/17/2024	MCGEE & ASSOCIATES	ACH17	885.55	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE GG MSTU
12/17/2024	MCGEE & ASSOCIATES	ACH17	38.75	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE GG MSTU
12/17/2024	MCGEE & ASSOCIATES	ACH17	155.00	ENGINEERING FEE OTHER AE FEE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE GG MSTU
			$ 2,649.85		
12/17/2024	PATS PUMP & BLOWER LLC	ACH17	1,256.32	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,256.32		
12/17/2024	ROBERT BOYD TOBER MD	ACH17	14,470.31	PHYSICIAN FEES	EMS MEDICAL DIRECTOR DR TOBER MONTHLY FEE FOR EMS
			$ 14,470.31		
12/17/2024	WESTVIEW CORP INC	ACH17	675.60	CLOTHING AND UNIFORM PURCHASES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 675.60		
12/17/2024	THE SHERWIN WILLIAMS COMPANY	ACH17	140.80	PAINTING SUPPLIES	PROVIDE PAINT AND SUPPLIES FOR WELLFIELD
			$ 140.80		
12/17/2024	SUNSHINE ACE HARDWARE INC	ACH17	49.56	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	SUNSHINE ACE HARDWARE INC	ACH17	196.20	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	SUNSHINE ACE HARDWARE INC	ACH17	12.04	OTHER OPERATING SUPPLIES	PROVIDE PAINT AND SUPPLIES
			$ 257.80		
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1,397.08	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1,017.60	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	(48.29)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	2,875.08	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	86.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT

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12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	(57.50)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	2,146.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	(42.92)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	4,018.50	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	(80.37)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	13.92	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1.02	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	11.40	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	0.83	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	40.44	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	2.96	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	29.76	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	2.18	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	11.76	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	0.86	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	9.48	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	0.69	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	31.32	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	2.29	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	24.00	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1.75	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	24.72	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1.81	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	30.84	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	2.25	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	14.76	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1.08	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	41.52	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	3.04	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	43.80	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	3.20	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	43.80	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	3.20	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	17.28	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1.26	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	21.60	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1.58	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	(8.21)	DISCOUNT APPLIED	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	302.08	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	40.00	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	(6.04)	DISCOUNT APPLIED	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	6,670.00	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	85.00	UTILITIES PARTS ETC	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	(133.40)	DISCOUNT APPLIED	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF NCRWTP
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	19,230.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	186.97	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	29,238.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	284.28	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	9,332.61	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	90.74	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	8,990.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	87.41	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	7,801.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	75.85	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	723.84	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	7.04	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1,837.44	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	17.87	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	754.00	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	7.33	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	919.88	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	8.94	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	1,091.56	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	10.61	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT

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12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	2,006.80	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	19.51	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	2,343.20	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	22.78	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	684.40	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	6.67	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/17/2024	FERGUSON ENTERPRISES LLC	ACH17	(1,699.05)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 102,780.69		
12/17/2024	TAMIAMI FORD INC	ACH17	189.78	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/17/2024	TAMIAMI FORD INC	ACH17	18.27	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/17/2024	TAMIAMI FORD INC	ACH17	131.35	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/17/2024	TAMIAMI FORD INC	ACH17	117.85	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/17/2024	TAMIAMI FORD INC	ACH17	551.25	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/17/2024	TAMIAMI FORD INC	ACH17	341,446.97	AUTOS AND TRUCKS	MOTORPOOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM
			$ 342,455.47		
12/17/2024	NR CONTRACTORS INC	ACH17	104,400.00	IMPROVEMENTS GENERAL	SUPPORT SERVICE DELIVERY
			$ 104,400.00		
12/17/2024	WESCO TURF INC	ACH17	74,791.08	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
12/17/2024	WESCO TURF INC	ACH17	115.39	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
12/17/2024	WESCO TURF INC	ACH17	1,029.00	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
12/17/2024	WESCO TURF INC	ACH17	1,495.82	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
12/17/2024	WESCO TURF INC	ACH17	1,495.82	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
			$ 78,927.11		
12/17/2024	GRAYBAR ELECTRIC COMPANY INC	ACH17	439.20	STREET LIGHT REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/17/2024	GRAYBAR ELECTRIC COMPANY INC	ACH17	10.00	POSTAGE FREIGHT AND UPS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/17/2024	GRAYBAR ELECTRIC COMPANY INC	ACH17	614.40	STREET LIGHT REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/17/2024	GRAYBAR ELECTRIC COMPANY INC	ACH17	17.44	POSTAGE FREIGHT AND UPS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/17/2024	GRAYBAR ELECTRIC COMPANY INC	ACH17	279.68	MINOR SECURITY EQUIPMENT	PROVIDE PROJECT MANAGEMENT FUNCTIONS WWATER SEWER DISTRICT
12/17/2024	GRAYBAR ELECTRIC COMPANY INC	ACH17	26.75	POSTAGE FREIGHT AND UPS	PROVIDE PROJECT MANAGEMENT FUNCTIONS WWATER SEWER DISTRICT
			$ 1,387.47		
12/17/2024	COMCAST	ACH17	205.85	OTHER MISCELLANEOUS SERVICES	TO ENSURE PATIENT PRIVACY OF MEDICAL RECORDS
12/17/2024	COMCAST	ACH17	20.00	CABLE TV / INTERNET	PROVIDE CABLE AND INTERNET SERVICE FOR GMCDD
12/17/2024	COMCAST	ACH17	178.40	CABLE TV / INTERNET	PROVIDE CABLE AND INTERNET SERVICE FOR GMCDD
12/17/2024	COMCAST	ACH17	229.95	CABLE TV / INTERNET	PROVIDE CABLE AND INTERNET SERVICE FOR GMCDD
12/17/2024	COMCAST	ACH17	178.80	TELEPHONE SYSTEM SUPPORT ALLOCATION	COMMUNICATION/NEWS FOR STAFF FOR UP TO DATE NOTIFICATIONS
12/17/2024	COMCAST	ACH17	279.15	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/17/2024	COMCAST	ACH17	94.90	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/17/2024	COMCAST	ACH17	94.90	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/17/2024	COMCAST	ACH17	220.60	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/17/2024	COMCAST	ACH17	271.87	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/17/2024	COMCAST	ACH17	228.17	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/17/2024	COMCAST	ACH17	20.00	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
			$ 2,022.59		
12/17/2024	CITY OF MARCO ISLAND	ACH17	189.13	WATER AND SEWER	10/31-12/4/24 990 N BARFIELD DR
12/17/2024	CITY OF MARCO ISLAND	ACH17	548.14	WATER AND SEWER	10/31-12/4/24 990 N BARFIELD DR
12/17/2024	CITY OF MARCO ISLAND	ACH17	498.78	WATER AND SEWER	OPERATE & MAINTAIN MARCO ISLAND RECYCLING CENTER
			$ 1,236.05		
12/17/2024	HOUSING DEVELOPMENT CORP OF SW FL	ACH17	13,694.05	REMITTANCES PRIVATE ORGANIZATIONS	REIMBURSE GRANT ELIGIBLE EXPENSES
			$ 13,694.05		
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	97.92	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	60.30	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	3,738.20	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	782.34	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	406.73	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	106.39	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	111.23	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	739.38	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	1,920.60	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	187.70	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	541.91	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	56.29	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	470.02	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	269.03	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	861.30	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES

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12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	3,305.43	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	1,647.62	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	1,318.80	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	51.74	PERSONAL SAFETY EQUIPMENT	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	12.69	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	63.64	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	27.09	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	340.32	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	507.55	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	730.71	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	308.56	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	219.65	PERSONAL SAFETY EQUIPMENT	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	427.85	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	786.17	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	437.36	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	121.35	PERSONAL SAFETY EQUIPMENT	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	951.28	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	41.25	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/17/2024	GRAINGER INDUSTRIAL SUPPLY	ACH17	250.92	PERSONAL SAFETY EQUIPMENT	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
			$ 21,899.32		
12/17/2024	WHERRY TRUCK LINES INC	ACH17	1,900.50	MAINTENANCE LANDSCAPING	COMMUNITY BEAUTIFICATION
			$ 1,900.50		
12/17/2024	GILLIG LLC	ACH17	748.12	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	GILLIG LLC	ACH17	562.59	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,310.71		
12/17/2024	FISHER SCIENTIFIC	ACH17	379.30	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 379.30		
12/17/2024	BOUND TREE MEDICAL LLC	ACH17	191.28	MEDICINES AND DRUGS	MEDICATIONS FOR PATIENTS
			$ 191.28		
12/17/2024	CENTURYLINK COMMUNICATIONS LLC	ACH17	74.11	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/17/2024	CENTURYLINK COMMUNICATIONS LLC	ACH17	567.26	TELEPHONE SYSTEM SUPPORT ALLOCATION	SUPPORT SERVICE DELIVERY
			$ 641.37		
12/17/2024	BALD EAGLE TOWING & RECOVERY INC	ACH17	215.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 215.00		
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	74,131.62	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	76,070.45	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	142,531.73	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	60,787.04	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	71,221.90	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	102,998.43	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	23,517.32	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	70,885.78	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
12/17/2024	DISTRICT SCHOOL BOARD OF COLLIER CO	ACH17	89,874.61	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY - EMERGENCY SHELTER OPERATIONS
			$ 712,018.88		
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	810.00	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	23.24	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/17/2024	PACE ANALYTICAL SERVICES INC	ACH17	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 4,235.24		
12/17/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH17	12,269.38	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 12,269.38		
12/17/2024	BLACKSTONE AUDIO INC	ACH17	147.78	BOOKS- AV AND NON-BOOK	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 147.78		
12/17/2024	PALMDALE OIL COMPANY	ACH17	8,875.80	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/17/2024	PALMDALE OIL COMPANY	ACH17	9,645.65	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 18,521.45		
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	7,680.38	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	9,058.86	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	16,640.81	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE

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12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	19,627.53	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	18,347.56	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	21,640.61	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	1,355.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	1,249.25	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	1,249.25	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	1,833.75	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	1,073.75	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	13,613.13	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	24,705.31	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	5,677.39	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	12,100.56	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	5,909.13	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	14,857.43	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/17/2024	STANTEC CONSULTING SERVICES INC	ACH17	150.08	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
			$ 176,769.78		
12/17/2024	N. HARRIS COMPUTER CORPORATION	ACH17	44,336.05	OTHER CONTRACTUAL SERVICES	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES
			$ 44,336.05		
12/17/2024	MATHESON TRI GAS INC	ACH17	5,066.95	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/17/2024	MATHESON TRI GAS INC	ACH17	109.97	GAS SERVICE	SUPPORT SERVICE DELIVERY
			$ 5,176.92		
12/17/2024	MWASTE INC	ACH17	34.23	TRASH AND GARBAGE DISPOSAL	HAZARD MEDICAL WASTE
			$ 34.23		
12/17/2024	HONEYWELL INTERNATIONAL INC	ACH17	69.00	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	AIRCRAFT SATELLITE TRACKING SUBSCRIPTION
			$ 69.00		
12/17/2024	DOUGLAS S LEE	ACH17	12,081.56	PHYSICIAN FEES	EMS DR LEE FEES FOR EMS DEPUTY MEDICAL DIRECTOR
			$ 12,081.56		
12/17/2024	GRIPPO PAVEMENT MAINTENANCE INC	ACH17	17,942.40	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
12/17/2024	GRIPPO PAVEMENT MAINTENANCE INC	ACH17	5,736.01	LIMEROCK CLAY AND RIP RAP	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/17/2024	GRIPPO PAVEMENT MAINTENANCE INC	ACH17	13,297.45	LIMEROCK CLAY AND RIP RAP	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
			$ 36,975.86		
12/17/2024	LEO'S SOD, LLC	ACH17	208.00	LANDSCAPE MATERIALS	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
			$ 208.00		
12/17/2024	U.S. SUBMERGENT TECHNOLOGIES LLC	ACH17	29,092.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 29,092.50		
12/17/2024	SMITH BRYAN & MYERS INC	ACH17	6,250.00	OTHER CONTRACTUAL SERVICES	ADVANCE THE COUNTY'S LEGISLATIVE PRIORITIES & INITIATIVES
			$ 6,250.00		
12/17/2024	1508-1514 N BLVD CORP	ACH17	240.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 240.00		
12/17/2024	AMERICAN TOWER CORPORATION	ACH17	7,880.51	RENT EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 7,880.51		
12/17/2024	ADVANCED LIFT STATION SERVICES	ACH17	567.00	OTHER CONTRACTUAL SERVICES	PROVIDE SERVICES AND REPAIRS TO THE COLLIER COUNTY LANDFILL
			$ 567.00		
12/17/2024	ALPERT TOWER LLC	ACH17	14,220.80	RENT EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 14,220.80		
12/17/2024	WATER SCIENCE ASSOCIATES, INC	ACH17	2,733.00	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
			$ 2,733.00		
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	1,283.55	SECURITY SERVICES	SECURITY OF MARCO MUSEUM ARTIFACT
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	1,307.60	OTHER CONTRACTUAL SERVICES	SECURITY GUARD AT SPORTS COMPLEX
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	1,316.00	SECURITY SERVICES	SUPPORT SERVICES DELIVERY
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	268.68	OTHER OPERATING SUPPLIES	SECURITY IMMOKALEE EVENTS
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	6,371.36	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	1,316.00	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	276.00	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	2,126.81	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	1,194.00	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	1,307.60	OTHER CONTRACTUAL SERVICES	SECURITY GUARD AT SPORTS COMPLEX
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	1,268.63	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/17/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH17	4,987.32	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
			$ 23,023.55		
12/17/2024	AVFUEL CORP.	ACH17	20,648.90	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 20,648.90		
12/17/2024	BOWMAN GULF COAST LLC	ACH17	1,127.50	ENGINEERING FEES	SVCS NEEDED TO DESIGN BOARD APPROVED FOR PROJECT
12/17/2024	BOWMAN GULF COAST LLC	ACH17	153.75	ENGINEERING FEES	SVCS NEEDED TO DESIGN BOARD APPROVED FOR PROJECT

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12/17/2024	BOWMAN GULF COAST LLC	ACH17	1,186.25	ENGINEERING FEES	SVCS NEEDED TO DESIGN BOARD APPROVED FOR PROJECT
12/17/2024	BOWMAN GULF COAST LLC	ACH17	8,852.50	ENGINEERING FEES	SVCS NEEDED TO DESIGN BOARD APPROVED FOR PROJECT
			$ 11,320.00		
12/17/2024	JOHNSON ENGINEERING LLC	WIR17	7,476.10	ENGINEERING FEES	STO, WATER, WASTEWATER DESIGN FOR HEALTH AND SAFETY IMPROVEMENT
12/17/2024	JOHNSON ENGINEERING LLC	WIR17	4,361.58	ENGINEERING FEES	STO, WATER, WASTEWATER DESIGN FOR HEALTH AND SAFETY IMPROVEMENT
12/17/2024	JOHNSON ENGINEERING LLC	WIR17	8,932.32	ENGINEERING FEES	STO, WATER, WASTEWATER DESIGN FOR HEALTH AND SAFETY IMPROVEMENT
			$ 20,770.00		
12/17/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	950.00	CLERKS RECORDING FEES ETC	NEW CASE/CC VS THE ESTATE OF YOLANDA FONSECA
			$ 950.00		
12/17/2024	FLORIDA DEPARTMENT OF REVENUE	BCCW0	972.50	CLERKS RECORDING FEES ETC	24-CED-01835
12/17/2024	FLORIDA DEPARTMENT OF REVENUE	BCCW0	1,972.50	CLERKS RECORDING FEES ETC	NEW CASE/CC VS KATRIX LLC
			$ 2,945.00		
12/18/2024	ALLIED UNIVERSAL CORPORATION	ACH18	7,740.04	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 7,740.04		
12/18/2024	DAVID B FOX	ACH18	263.25	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 263.25		
12/18/2024	JSFM INC	ACH18	327.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	JSFM INC	ACH18	28.55	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	JSFM INC	ACH18	40.50	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	JSFM INC	ACH18	469.54	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	JSFM INC	ACH18	284.82	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 1,150.41		
12/18/2024	KELLY BROTHERS INC	ACH18	2,360.62	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/18/2024	KELLY BROTHERS INC	ACH18	43,257.88	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/18/2024	KELLY BROTHERS INC	ACH18	1,177.08	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/18/2024	KELLY BROTHERS INC	ACH18	73,943.76	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/18/2024	KELLY BROTHERS INC	ACH18	72,223.76	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/18/2024	KELLY BROTHERS INC	ACH18	169,478.87	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/18/2024	KELLY BROTHERS INC	ACH18	(18,122.10)	RETAINAGE HELD	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 344,319.87		
12/18/2024	MAIL STATION COURIER	ACH18	150.00	OTHER CONTRACTUAL SERVICES	PROVIDE INVENTORY MANAGEMENT/CONTROL FOR PUBLIC UTILITIES
			$ 150.00		
12/18/2024	THE SHERWIN WILLIAMS COMPANY	ACH18	540.50	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 540.50		
12/18/2024	SUNSHINE ACE HARDWARE INC	ACH18	29.48	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 29.48		
12/18/2024	VICS BOOT & SHOE INC	ACH18	195.49	PERSONAL SAFETY EQUIPMENT	PROVIDE SAFETY EQUIPMENT TO STAFF TO OPERATE FACILITIES
12/18/2024	VICS BOOT & SHOE INC	ACH18	214.80	PERSONAL SAFETY EQUIPMENT	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF
12/18/2024	VICS BOOT & SHOE INC	ACH18	195.49	PERSONAL SAFETY EQUIPMENT	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF
12/18/2024	VICS BOOT & SHOE INC	ACH18	198.28	CLOTHING AND UNIFORM PURCHASES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/18/2024	VICS BOOT & SHOE INC	ACH18	195.49	PERSONAL SAFETY EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/18/2024	VICS BOOT & SHOE INC	ACH18	225.00	PERSONAL SAFETY EQUIPMENT	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/18/2024	VICS BOOT & SHOE INC	ACH18	198.28	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/18/2024	VICS BOOT & SHOE INC	ACH18	564.47	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/18/2024	VICS BOOT & SHOE INC	ACH18	1,308.83	PERSONAL SAFETY EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/18/2024	VICS BOOT & SHOE INC	ACH18	99.35	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/18/2024	VICS BOOT & SHOE INC	ACH18	30.57	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/18/2024	VICS BOOT & SHOE INC	ACH18	22.92	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/18/2024	VICS BOOT & SHOE INC	ACH18	225.00	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/18/2024	VICS BOOT & SHOE INC	ACH18	1,007.20	PERSONAL SAFETY EQUIPMENT	PROVIDE PROTECTIVE FOOTWEAR TO COUNTY STAFF
			$ 4,681.17		
12/18/2024	FERGUSON ENTERPRISES LLC	ACH18	1,271.84	UTILITIES PARTS ETC	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/18/2024	FERGUSON ENTERPRISES LLC	ACH18	(25.44)	DISCOUNT APPLIED	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/18/2024	FERGUSON ENTERPRISES LLC	ACH18	1,035.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/18/2024	FERGUSON ENTERPRISES LLC	ACH18	56.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/18/2024	FERGUSON ENTERPRISES LLC	ACH18	(20.70)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/18/2024	FERGUSON ENTERPRISES LLC	ACH18	484.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/18/2024	FERGUSON ENTERPRISES LLC	ACH18	(9.68)	DISCOUNT APPLIED	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
			$ 2,791.22		
12/18/2024	TAMIAMI FORD INC	ACH18	78.24	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/18/2024	TAMIAMI FORD INC	ACH18	379.32	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/18/2024	TAMIAMI FORD INC	ACH18	52.21	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/18/2024	TAMIAMI FORD INC	ACH18	106.28	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/18/2024	TAMIAMI FORD INC	ACH18	13.49	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/18/2024	TAMIAMI FORD INC	ACH18	233.64	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/18/2024	TAMIAMI FORD INC	ACH18	172.22	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 1,035.40		
12/18/2024	CUES INC	ACH18	1,508.41	MACHINE TOOLS R AND M OUTSIDE VENDORS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 1,508.41		
12/18/2024	COMCAST	ACH18	144.33	CABLE TV / INTERNET	MONITORING OF NEWS AND WEATHER
12/18/2024	COMCAST	ACH18	360.35	CABLE TV / INTERNET	MONITORING OF NEWS AND WEATHER
			$ 504.68		
12/18/2024	CITY OF MARCO ISLAND	ACH18	2,000.08	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/18/2024	CITY OF MARCO ISLAND	ACH18	733.77	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
			$ 2,733.85		
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	23.67	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	153.18	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	216.60	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	898.64	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	1,057.00	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	277.10	LIGHT BULBS BALLAST	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	618.02	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	724.94	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	966.15	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	1,496.85	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	57.66	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	58.04	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	153.78	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	126.80	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	890.40	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	1,310.04	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	13.74	PERSONAL SAFETY EQUIPMENT	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	11.17	PERSONAL SAFETY EQUIPMENT	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	138.00	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	45.30	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	200.12	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	768.46	ANIMAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	966.57	PERSONAL SAFETY EQUIPMENT	SUPPORT SERVICE DELIVERY
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	169.20	OTHER OPERATING SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX
12/18/2024	GRAINGER INDUSTRIAL SUPPLY	ACH18	95.79	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 11,437.22		
12/18/2024	SULPHURIC ACID TRADING CO INC	ACH18	4,306.10	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,306.10		
12/18/2024	FISHER SCIENTIFIC	ACH18	151.43	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 151.43		
12/18/2024	BOUND TREE MEDICAL LLC	ACH18	71.28	MEDICAL SUPPLIES	FOR TREATMENT OF EMS PATIENTS
			$ 71.28		
12/18/2024	DLT SOLUTIONS LLC	ACH18	357.00	LICENSES AND PERMITS	LICENSES FOR AUTOCAD FOR CNTY EMPLOYEES IN R & B
			$ 357.00		
12/18/2024	SHI INTERNATIONAL CORP	ACH18	343.56	COMPUTER SOFTWARE	ADOBE LICENSE FOR CFMS
			$ 343.56		
12/18/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH18	2,411.81	SIGNAL R&M/CONTRACT	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 2,411.81		
12/18/2024	BALD EAGLE TOWING & RECOVERY INC	ACH18	155.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 155.00		
12/18/2024	TETRA TECH INC	ACH18	55,782.50	OTHER CONTRACTUAL SERVICES	HURRICANE IAN RECOVERY CONSULTING SERVICES
			$ 55,782.50		
12/18/2024	TAMPA TRUCK CENTER LLC	ACH18	180.14	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/18/2024	TAMPA TRUCK CENTER LLC	ACH18	31.57	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 211.71		
12/18/2024	PACE ANALYTICAL SERVICES INC	ACH18	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/18/2024	PACE ANALYTICAL SERVICES INC	ACH18	270.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/18/2024	PACE ANALYTICAL SERVICES INC	ACH18	378.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/18/2024	PACE ANALYTICAL SERVICES INC	ACH18	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/18/2024	PACE ANALYTICAL SERVICES INC	ACH18	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/18/2024	PACE ANALYTICAL SERVICES INC	ACH18	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/18/2024	PACE ANALYTICAL SERVICES INC	ACH18	486.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/18/2024	PACE ANALYTICAL SERVICES INC	ACH18	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES

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			$ 4,131.00		
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	198.55	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	198.55	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	198.56	ACCOUNTS RECEIVABLE	SERVICES 12/1-12/31/24
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	437.39	TRASH AND GARBAGE DISPOSAL	RECYCLING REMOVAL FOR GMD NORTH
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	183.50	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	183.50	TRASH AND GARBAGE DISPOSAL	WASTE REMOVAL FOR SPORTS COMPLEX
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	315.71	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN AND FREE OF DEBRIS
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	775.12	TRASH AND GARBAGE DISPOSAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	1,121.35	TRASH AND GARBAGE DISPOSAL	WASTE REMOVAL FOR SPORTS COMPLEX
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	2,098.16	TRASH AND GARBAGE DISPOSAL	SOLID WASTE REMOVAL TO MAINTAIN COUNTY FACILITY
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	178.64	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	164.09	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	154.37	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	223.07	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	223.07	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	139.80	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	215.45	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	147.09	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	139.80	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	305.59	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	227.59	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	146.16	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	8.50	TRASH AND GARBAGE DISPOSAL	FOR KEEPING THE PARKS CLEAN
12/18/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH18	2,369.16	TRASH AND GARBAGE DISPOSAL	FOR KEEPING PARKS CLEAN
			$ 10,352.77		
12/18/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH18	12,279.18	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 12,279.18		
12/18/2024	IMAGE TREND INC	ACH18	22,182.88	COMPUTER SOFTWARE	ELECTRONIC PATIENT CARE REPORTING
12/18/2024	IMAGE TREND INC	ACH18	1,748.36	COMPUTER SOFTWARE	ELECTRONIC PATIENT CARE REPORTING
12/18/2024	IMAGE TREND INC	ACH18	4,179.18	COMPUTER SOFTWARE	ELECTRONIC PATIENT CARE REPORTING
12/18/2024	IMAGE TREND INC	ACH18	5,627.55	COMPUTER SOFTWARE	ELECTRONIC PATIENT CARE REPORTING
12/18/2024	IMAGE TREND INC	ACH18	5,970.26	COMPUTER SOFTWARE	ELECTRONIC PATIENT CARE REPORTING
12/18/2024	IMAGE TREND INC	ACH18	16,477.92	COMPUTER SOFTWARE	ELECTRONIC PATIENT CARE REPORTING
			$ 56,186.15		
12/18/2024	PALMDALE OIL COMPANY	ACH18	12,776.97	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/18/2024	PALMDALE OIL COMPANY	ACH18	762.33	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 13,539.30		
12/18/2024	N. HARRIS COMPUTER CORPORATION	ACH18	15,600.00	COMPUTER SOFTWARE	PROVIDE CITYVIEW ENHANCEMENTS FOR DEPARTMENTAL EFFICIENCY
			$ 15,600.00		
12/18/2024	A&M PROPERTY MAINTENANCE LLC	ACH18	4,400.00	LANDSCAPE INCIDENTALS	LANDSCAPE MAINTENANCE FOR MSTU MEDIANS & ROADWAYS
			$ 4,400.00		
12/18/2024	LOU HAMMOND & ASSOCIATES INC	ACH18	202.22	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING COLLIER COUNTY TOURISM
			$ 202.22		
12/18/2024	EVOQUA WATER TECHNOLOGIES LLC	ACH18	10,830.90	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 10,830.90		
12/18/2024	PROPIO LS LLC	ACH18	75.00	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 75.00		
12/18/2024	WATER TREATMENT & CONTROLS	ACH18	3,508.16	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/18/2024	WATER TREATMENT & CONTROLS	ACH18	88.38	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 3,596.54		
12/18/2024	HNTB CORPORATION	ACH18	1,114.25	ENGINEERING FEES	REQ TO DESIGN BCC APPROVED ROAD
12/18/2024	HNTB CORPORATION	ACH18	13,509.09	ENGINEERING FEES	REQ TO DESIGN BCC APPROVED ROAD
12/18/2024	HNTB CORPORATION	ACH18	693.00	ENGINEERING FEES	REQ TO DESIGN BCC APPROVED ROAD
12/18/2024	HNTB CORPORATION	ACH18	2,156.00	ENGINEERING FEES	REQ TO DESIGN BCC APPROVED ROAD
			$ 17,472.34		
12/18/2024	SMITH BRYAN & MYERS INC	ACH18	6,250.00	OTHER CONTRACTUAL SERVICES	ADVANCE THE COUNTY'S LEGISLATIVE PRIORITIES & INITIATIVES
			$ 6,250.00		
12/18/2024	EFE INC	ACH18	88.95	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/18/2024	EFE INC	ACH18	1,343.02	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/18/2024	EFE INC	ACH18	155.56	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,587.53		
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY

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12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	90.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	85.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	85.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	85.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	200.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	85.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	85.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	100.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	100.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	90.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	245.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	245.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	245.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	85.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/18/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH18	80.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
			$ 3,505.00		
12/18/2024	KEYSTAFF INC	ACH18	945.06	TEMPORARY LABOR	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
12/18/2024	KEYSTAFF INC	ACH18	99.42	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	826.94	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	1,375.78	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/18/2024	KEYSTAFF INC	ACH18	760.00	OTHER CONTRACTUAL SERVICES	TEMPORARY HELP FOR COUNTY
12/18/2024	KEYSTAFF INC	ACH18	693.87	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/18/2024	KEYSTAFF INC	ACH18	1,304.65	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	1,480.50	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	859.68	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK DIVISION
12/18/2024	KEYSTAFF INC	ACH18	1,501.04	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT APPLICATIONS DIVISION
12/18/2024	KEYSTAFF INC	ACH18	1,045.60	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/18/2024	KEYSTAFF INC	ACH18	1,319.62	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/18/2024	KEYSTAFF INC	ACH18	947.52	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/18/2024	KEYSTAFF INC	ACH18	2,725.80	TEMPORARY LABOR	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/18/2024	KEYSTAFF INC	ACH18	1,843.20	TEMPORARY LABOR	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/18/2024	KEYSTAFF INC	ACH18	1,325.10	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	2,591.51	TEMPORARY LABOR	MAINTAIN AIRPORT STAFFING NEEDS
12/18/2024	KEYSTAFF INC	ACH18	1,100.74	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK @ MERCANTILE
12/18/2024	KEYSTAFF INC	ACH18	1,035.67	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/18/2024	KEYSTAFF INC	ACH18	2,091.20	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/18/2024	KEYSTAFF INC	ACH18	2,364.00	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/18/2024	KEYSTAFF INC	ACH18	1,248.96	TEMPORARY LABOR	PROMOTE, MARKET, ADV. IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/18/2024	KEYSTAFF INC	ACH18	286.04	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	879.81	TEMPORARY LABOR	EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	780.72	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	1,564.57	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/18/2024	KEYSTAFF INC	ACH18	911.10	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	2,487.41	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/18/2024	KEYSTAFF INC	ACH18	913.05	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	2,835.72	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES

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12/18/2024	KEYSTAFF INC	ACH18	743.86	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	936.58	TEMPORARY LABOR	SUPPORT STAFF FOR EMS SUPPLY WAREHOUSE
12/18/2024	KEYSTAFF INC	ACH18	624.03	TEMPORARY LABOR	SUPPORT STAFF FOR EMS TRAINING DEPT.
12/18/2024	KEYSTAFF INC	ACH18	816.08	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	582.20	TEMPORARY LABOR	MAINTAIN LIBRARY OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	952.27	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR PSC
12/18/2024	KEYSTAFF INC	ACH18	16,307.31	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	1,038.40	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	2,112.00	TEMPORARY LABOR	PROVIDE NECESSARY STAFF TO PU TECH SUPPORT TEAM
12/18/2024	KEYSTAFF INC	ACH18	2,626.62	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	1,091.93	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	2,298.75	OTHER CONTRACTUAL SERVICES	MAINTAIN COASTAL ZONE OPERATIONS AND SERVICES
12/18/2024	KEYSTAFF INC	ACH18	720.00	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/18/2024	KEYSTAFF INC	ACH18	432.00	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/18/2024	KEYSTAFF INC	ACH18	7,353.22	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/18/2024	KEYSTAFF INC	ACH18	1,081.60	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/18/2024	KEYSTAFF INC	ACH18	5,999.55	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/18/2024	KEYSTAFF INC	ACH18	1,479.34	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/18/2024	KEYSTAFF INC	ACH18	739.67	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/18/2024	KEYSTAFF INC	ACH18	3,403.08	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/18/2024	KEYSTAFF INC	ACH18	13,056.10	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/18/2024	KEYSTAFF INC	ACH18	14,929.81	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/18/2024	KEYSTAFF INC	ACH18	965.18	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	2,349.57	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/18/2024	KEYSTAFF INC	ACH18	1,882.08	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/18/2024	KEYSTAFF INC	ACH18	1,085.60	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/18/2024	KEYSTAFF INC	ACH18	948.60	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/18/2024	KEYSTAFF INC	ACH18	733.83	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	971.71	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	1,205.06	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	233.91	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	792.55	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	755.35	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	17,908.58	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	1,978.36	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	20.58	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	432.15	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	1,059.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	883.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	488.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	489.38	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/18/2024	KEYSTAFF INC	ACH18	1,036.28	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	9,994.11	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/18/2024	KEYSTAFF INC	ACH18	4,781.82	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/18/2024	KEYSTAFF INC	ACH18	1,000.00	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/18/2024	KEYSTAFF INC	ACH18	3,567.49	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/18/2024	KEYSTAFF INC	ACH18	7,225.13	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/18/2024	KEYSTAFF INC	ACH18	3,711.74	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/18/2024	KEYSTAFF INC	ACH18	776.66	OTHER CONTRACTUAL SERVICES	ASSIST WITH THE COUNTY BRIDGE PROGRAM
			$ 186,746.20		
12/18/2024	VALIENTE BUILDERS LLC	ACH18	83.25	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 83.25		
12/18/2024	AMERICAN GOVERNMENT SERVICES CORP(	WIR18	33,852.33	LAND CAPITAL OUTLAY	ACQUIRE PUBLIC PRESERVE LAND THROUGH CONSERVATION COLLIER
12/18/2024	AMERICAN GOVERNMENT SERVICES CORP(	WIR18	25,655.75	LAND CAPITAL OUTLAY	ACQUIRE PUBLIC PRESERVE LAND THROUGH CON. COLLIER PROGRAM
12/18/2024	AMERICAN GOVERNMENT SERVICES CORP(	WIR18	33,843.83	LAND CAPITAL OUTLAY	ACQUIRE PUBLIC PRESERVE LAND THROUGH CONSERVATION COLLIER
			$ 93,351.91		
12/18/2024	JOHNSON ENGINEERING LLC	WIR18	5,352.00	ENVIRONMENTAL CONSULTANT FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/18/2024	JOHNSON ENGINEERING LLC	WIR18	661.50	ENVIRONMENTAL CONSULTANT FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 6,013.50		
12/18/2024	NAVITUS HEALTH SOLUTIONS LLC	WIR18	583,719.61	INSURANCE CLAIMS	PROVIDE PRESCRIPTION MEDS THROUGH A PHARM BENEFIT PROGRAM
			$ 583,719.61		
12/18/2024	NAVITUS HEALTH SOLUTIIONS - ADMIN F	WIR18	10,279.38	INSURANCE ADMINISTRATION FEES	ADMIN FEES FOR PHARMACY BENEFIT MANAGEMENT PROGRAM
12/18/2024	NAVITUS HEALTH SOLUTIIONS - ADMIN F	WIR18	4,600.40	INSURANCE ADMINISTRATION FEES	ADMIN FEES FOR PHARMACY BENEFIT MANAGEMENT PROGRAM
			$ 14,879.78		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/19/2024	WALTHAM RIVER'S EDGE LLC	226414	2,100.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 2,100.00		
12/19/2024	BK REED INVESTMENTS LLC	226415	1,800.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 1,800.00		
12/19/2024	BRITTANY BAY APARTMENTS II, LLC	226416	959.82	DISASTER ASSISTANCE	CARES RELIEF
			$ 959.82		
12/19/2024	BROAD MANAGEMENT GROUP LLC	226417	1,538.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,538.00		
12/19/2024	JACK TURNER	226418	1,200.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,200.00		
12/19/2024	MHP BEMBRIDGE, LLC	226419	1,342.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,342.00		
12/19/2024	RUSHMORE SERVICING	226420	1,914.06	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,914.06		
12/19/2024	RUSHMORE SERVICING	226421	1,914.06	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,914.06		
12/19/2024	TEEN LLC	ACHCA	3,500.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 3,500.00		
12/19/2024	SENTRY MANAGEMENT INC	BCCWC	501.53	RENT BUILDINGS	MONTHLY OWNER'S ASSOCIATION FEE FOR THE DEPARTMENT
12/19/2024	SENTRY MANAGEMENT INC	BCCWC	551.12	RENT BUILDINGS	COLLIER PARK OF COMMERCE OWNERS# ASSOCIATION FEES
12/19/2024	SENTRY MANAGEMENT INC	BCCWC	233.76	RENT BUILDINGS	MONTHLY OWNER'S ASSOCIATION FEE FOR THE DEPARTMENT
12/19/2024	SENTRY MANAGEMENT INC	BCCWC	348.52	PROPERTY ASSESSMENT TAX	REQUIRED ASSESSMENT FOR PROPERTY OWNERS IN COL PK OF COMMERCE
			$ 1,634.93		
12/19/2024	ALLIED UNIVERSAL CORPORATION	ACH19	7,709.24	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/19/2024	ALLIED UNIVERSAL CORPORATION	ACH19	4,858.70	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/19/2024	ALLIED UNIVERSAL CORPORATION	ACH19	7,684.60	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/19/2024	ALLIED UNIVERSAL CORPORATION	ACH19	7,596.82	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/19/2024	ALLIED UNIVERSAL CORPORATION	ACH19	7,567.56	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 35,416.92		
12/19/2024	COASTAL CONCRETE PRODUCTS LLC	ACH19	58,070.00	OTHER CONTRACTUAL SERVICES	MAINTAIN STORMWATER OPERATIONS
12/19/2024	COASTAL CONCRETE PRODUCTS LLC	ACH19	(55,166.50)	PREVIOUSLY PAID	MAINTAIN STORMWATER OPERATIONS
12/19/2024	COASTAL CONCRETE PRODUCTS LLC	ACH19	337,383.71	OTHER CONTRACTUAL SERVICES	MAINTAIN STORMWATER OPERATIONS
			$ 340,287.21		
12/19/2024	DATA FLOW SYSTEMS LLC	ACH19	689.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/19/2024	DATA FLOW SYSTEMS LLC	ACH19	12.44	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/19/2024	DATA FLOW SYSTEMS LLC	ACH19	2,903.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/19/2024	DATA FLOW SYSTEMS LLC	ACH19	12.44	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 3,616.88		
12/19/2024	GROUND ZERO LANDSCAPING SERVICES	ACH19	5,083.75	OTHER CONTRACTUAL SERVICES	PROVIDE LANDSCAPE MAINTENANCE FOR VANDERBILT MSTU
12/19/2024	GROUND ZERO LANDSCAPING SERVICES	ACH19	6,980.78	LANDSCAPE INCIDENTALS	PROVIDE LANDSCAPE MAINTENANCE FOR VANDERBILT MSTU
12/19/2024	GROUND ZERO LANDSCAPING SERVICES	ACH19	5,902.00	OTHER CONTRACTUAL SERVICES	PROVIDE GROUNDS MAINTENANCE WITHIN THE FOREST LAKES MSTU
12/19/2024	GROUND ZERO LANDSCAPING SERVICES	ACH19	1,825.00	MAINTENANCE LANDSCAPING	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/19/2024	GROUND ZERO LANDSCAPING SERVICES	ACH19	2,602.00	MAINTENANCE LANDSCAPING	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
			$ 22,393.53		
12/19/2024	JM TODD COMPANY	ACH19	50.19	COPYING CHARGES	MAINTAIN CMO OPERATIONS & SERVICES; COST OF COPIES
12/19/2024	JM TODD COMPANY	ACH19	455.77	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/19/2024	JM TODD COMPANY	ACH19	25.75	PRINTING AND OR BINDING OUTSIDE VENDORS	DAILY OPERATIONS
12/19/2024	JM TODD COMPANY	ACH19	0.57	PRINTING AND OR BINDING OUTSIDE VENDORS	DAILY OPERATIONS
12/19/2024	JM TODD COMPANY	ACH19	19.09	OFFICE EQUIPMENT R AND M	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/19/2024	JM TODD COMPANY	ACH19	29.10	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/19/2024	JM TODD COMPANY	ACH19	128.72	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/19/2024	JM TODD COMPANY	ACH19	8.53	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/19/2024	JM TODD COMPANY	ACH19	29.10	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/19/2024	JM TODD COMPANY	ACH19	0.33	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/19/2024	JM TODD COMPANY	ACH19	62.69	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/19/2024	JM TODD COMPANY	ACH19	19.03	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/19/2024	JM TODD COMPANY	ACH19	57.53	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/19/2024	JM TODD COMPANY	ACH19	30.14	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/19/2024	JM TODD COMPANY	ACH19	106.47	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/19/2024	JM TODD COMPANY	ACH19	30.77	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/19/2024	JM TODD COMPANY	ACH19	79.27	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/19/2024	JM TODD COMPANY	ACH19	28.29	COPYING CHARGES	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 1,161.34		
12/19/2024	JOHN COLLINS AUTO PARTS INC	ACH19	99.72	FUEL AND LUBRICANTS OUTSIDE VENDORS	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT

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			$ 99.72		
12/19/2024	JSFM INC	ACH19	387.47	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	JSFM INC	ACH19	217.25	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	JSFM INC	ACH19	229.78	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	JSFM INC	ACH19	87.75	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	JSFM INC	ACH19	2,999.99	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	JSFM INC	ACH19	150.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 4,072.24		
12/19/2024	QUALITY ENTERPRISES USA INC	ACH19	68,490.50	OTHER CONTRACTUAL SERVICES	RELOCATE/CONSTRUCT CONFLICTING IWSD UNDERGROUND FACILITIES
12/19/2024	QUALITY ENTERPRISES USA INC	ACH19	308,652.05	OTHER CONTRACTUAL SERVICES	RELOCATE/CONSTRUCT CONFLICTING IWSD UNDERGROUND FACILITIES
12/19/2024	QUALITY ENTERPRISES USA INC	ACH19	93,735.00	OTHER CONTRACTUAL SERVICES	RELOCATE/CONSTRUCT CONFLICTING IWSD UNDERGROUND FACILITIES
12/19/2024	QUALITY ENTERPRISES USA INC	ACH19	(23,543.88)	RETAINAGE HELD	RELOCATE/CONSTRUCT CONFLICTING IWSD UNDERGROUND FACILITIES
12/19/2024	QUALITY ENTERPRISES USA INC	ACH19	12,059.00	IMPROVEMENTS GENERAL	CONSTRUCTION OF NEW COUNTY BCIRP PH 2A ACCESS RD
12/19/2024	QUALITY ENTERPRISES USA INC	ACH19	47,536.00	IMPROVEMENTS GENERAL	CONSTRUCTION OF NEW COUNTY BCIRP PH 2A ACCESS RD
12/19/2024	QUALITY ENTERPRISES USA INC	ACH19	(2,979.75)	RETAINAGE HELD	CONSTRUCTION OF NEW COUNTY BCIRP PH 2A ACCESS RD
			$ 503,948.92		
12/19/2024	THE SHERWIN WILLIAMS COMPANY	ACH19	47.39	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/19/2024	THE SHERWIN WILLIAMS COMPANY	ACH19	284.72	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/19/2024	THE SHERWIN WILLIAMS COMPANY	ACH19	911.95	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/19/2024	THE SHERWIN WILLIAMS COMPANY	ACH19	21.56	PAINTING SUPPLIES	PROVIDE PAINT & RELATED ITEMS TO METERS DEPARTMENT
			$ 1,265.62		
12/19/2024	SUNSHINE ACE HARDWARE INC	ACH19	480.31	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/19/2024	SUNSHINE ACE HARDWARE INC	ACH19	14.38	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 494.69		
12/19/2024	THE NAPLES STUDIO	ACH19	166.67	OTHER CONTRACTUAL SERVICES	PUBLIC NOTICE
12/19/2024	THE NAPLES STUDIO	ACH19	166.66	OTHER CONTRACTUAL SERVICES	PUBLIC NOTICE
12/19/2024	THE NAPLES STUDIO	ACH19	166.67	OTHER CONTRACTUAL SERVICES	PUBLIC NOTICE
			$ 500.00		
12/19/2024	VICS BOOT & SHOE INC	ACH19	195.49	PERSONAL SAFETY EQUIPMENT	PROVIDE STAFF WITH PROTECTIVE FOOTWEAR
			$ 195.49		
12/19/2024	BRENNTAG MID SOUTH INC	ACH19	7,935.50	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/19/2024	BRENNTAG MID SOUTH INC	ACH19	7,915.59	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 15,851.09		
12/19/2024	CDW LLC	ACH19	89.85	MINOR DATA PROCESSING EQUIPMENT	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/19/2024	CDW LLC	ACH19	61.97	MINOR DATA PROCESSING EQUIPMENT	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/19/2024	CDW LLC	ACH19	240.00	MINOR DATA PROCESSING EQUIPMENT	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
			$ 391.82		
12/19/2024	TAMIAMI FORD INC	ACH19	289.94	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	6.70	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	286.34	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	65.84	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	324.10	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	22.45	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	599.04	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	837.94	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	(137.34)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	35.78	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	383.07	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	227.81	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	66.82	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	107.36	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	137.34	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	283.40	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	82.73	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	14.10	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	(35.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	(225.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/19/2024	TAMIAMI FORD INC	ACH19	(600.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 2,773.42		
12/19/2024	SHENANDOAH GENERAL CONSTRUCTION	ACH19	2,240.75	FLOOD CONTROL SWALE MAINT	STORMWATER MANAGEMENT
			$ 2,240.75		
12/19/2024	GRAYBAR ELECTRIC COMPANY INC	ACH19	317.06	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/19/2024	GRAYBAR ELECTRIC COMPANY INC	ACH19	317.06	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/19/2024	GRAYBAR ELECTRIC COMPANY INC	ACH19	317.06	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT

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12/19/2024	GRAYBAR ELECTRIC COMPANY INC	ACH19	317.06	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,268.24		
12/19/2024	CITY OF MARCO ISLAND	ACH19	3,097.00	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
12/19/2024	CITY OF MARCO ISLAND	ACH19	200.28	WATER AND SEWER	NEEDED FOR WATER FOR THE PARKS
			$ 3,297.28		
12/19/2024	HARCROS CHEMICALS INC	ACH19	696.80	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 696.80		
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	1,685.12	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	890.56	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	130.81	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	781.88	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	357.61	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	32.39	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	201.30	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	1.90	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	16.83	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	3,255.03	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	474.89	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	276.82	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	181.75	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	78.60	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	1,876.14	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	1,277.60	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	474.90	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	3,039.88	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	205.02	OTHER OPERATING SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	119.12	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	60.28	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	144.80	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	572.30	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	1,123.83	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	1,200.30	ANIMAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	216.72	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	127.33	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	1,232.30	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	19.02	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	206.64	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	37.38	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF
12/19/2024	GRAINGER INDUSTRIAL SUPPLY	ACH19	237.04	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 20,536.09		
12/19/2024	SULPHURIC ACID TRADING CO INC	ACH19	4,263.60	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,263.60		
12/19/2024	GILLIG LLC	ACH19	563.87	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 563.87		
12/19/2024	FISHER SCIENTIFIC	ACH19	73.55	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
			$ 73.55		
12/19/2024	INNOVATIVE INTERFACES INC	ACH19	71,821.25	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
12/19/2024	INNOVATIVE INTERFACES INC	ACH19	84,991.48	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 156,812.73		
12/19/2024	BOUND TREE MEDICAL LLC	ACH19	162.40	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/19/2024	BOUND TREE MEDICAL LLC	ACH19	464.30	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 626.70		
12/19/2024	DLT SOLUTIONS LLC	ACH19	3,320.17	LICENSES AND PERMITS	LICENSES FOR AUTOCAD FOR CNTY EMPLOYEES IN R & B
12/19/2024	DLT SOLUTIONS LLC	ACH19	199.00	LICENSES AND PERMITS	LICENSES FOR AUTOCAD FOR CNTY EMPLOYEES IN R & B
			$ 3,519.17		
12/19/2024	CENTURYLINK COMMUNICATIONS LLC	ACH19	71.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/19/2024	CENTURYLINK COMMUNICATIONS LLC	ACH19	53.79	TELEPHONE DIRECT LINE	SUPPORT SERVICES DELIVERY
12/19/2024	CENTURYLINK COMMUNICATIONS LLC	ACH19	420.00	TELEPHONE DIRECT LINE	SUPPORT SERVICES DELIVERY
12/19/2024	CENTURYLINK COMMUNICATIONS LLC	ACH19	1,015.92	TELEPHONE DIRECT LINE	SUPPORT SERVICES DELIVERY
			$ 1,560.94		
12/19/2024	BALD EAGLE TOWING & RECOVERY INC	ACH19	350.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	BALD EAGLE TOWING & RECOVERY INC	ACH19	75.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	BALD EAGLE TOWING & RECOVERY INC	ACH19	150.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	BALD EAGLE TOWING & RECOVERY INC	ACH19	145.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT

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12/19/2024	BALD EAGLE TOWING & RECOVERY INC	ACH19	140.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 860.00		
12/19/2024	PACE ANALYTICAL SERVICES INC	ACH19	170.44	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/19/2024	PACE ANALYTICAL SERVICES INC	ACH19	250.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/19/2024	PACE ANALYTICAL SERVICES INC	ACH19	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/19/2024	PACE ANALYTICAL SERVICES INC	ACH19	855.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 1,680.44		
12/19/2024	MARANATHA HOME CARE INC	ACH19	17,377.36	PERS/RESPITE/HOMEMAKER SERV	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 17,377.36		
12/19/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH19	12,244.92	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/19/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH19	11,545.36	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 23,790.28		
12/19/2024	STEARNS CONRAD AND SCHMIDT CONSULT	ACH19	1,879.00	OTHER CONTRACTUAL SERVICES	PROVIDE ENGINEERING SERVICES FOR THE SOLID & HAZARDOUS WASTE
12/19/2024	STEARNS CONRAD AND SCHMIDT CONSULT	ACH19	122.60	OTHER CONTRACTUAL SERVICES	PROVIDE ENGINEERING SERVICES FOR THE SOLID & HAZARDOUS WASTE
12/19/2024	STEARNS CONRAD AND SCHMIDT CONSULT	ACH19	6,297.50	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
			$ 8,299.10		
12/19/2024	PALMDALE OIL COMPANY	ACH19	713.18	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	PALMDALE OIL COMPANY	ACH19	18,427.62	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	PALMDALE OIL COMPANY	ACH19	10,433.33	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	PALMDALE OIL COMPANY	ACH19	7,695.95	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	PALMDALE OIL COMPANY	ACH19	4,904.26	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 42,174.34		
12/19/2024	A&M PROPERTY MAINTENANCE LLC	ACH19	250.00	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES
12/19/2024	A&M PROPERTY MAINTENANCE LLC	ACH19	13,521.95	LANDSCAPE INCIDENTALS	LANDSCAPE MAINTENANCE FOR MSTU MEDIANS & ROADWAYS
12/19/2024	A&M PROPERTY MAINTENANCE LLC	ACH19	500.00	LANDSCAPE INCIDENTALS	LANDSCAPE MAINTENANCE FOR MSTU MEDIANS & ROADWAYS
			$ 14,271.95		
12/19/2024	US WATER SERVICES CORPORATION	ACH19	150.00	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY
			$ 150.00		
12/19/2024	CHUCHI BUSH HOG INC	ACH19	4,802.56	OTHER CONTRACTUAL SERVICES	MOWING THROUGH OUT CNTY
12/19/2024	CHUCHI BUSH HOG INC	ACH19	(48.03)	DISCOUNT APPLIED	MOWING THROUGH OUT CNTY
			$ 4,754.53		
12/19/2024	EVOQUA WATER TECHNOLOGIES LLC	ACH19	55,824.80	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 55,824.80		
12/19/2024	COMPUTERS AT WORK! INC	ACH19	4,646.32	BUILDING AUTOMATION	SUPPLIES FOR DAILY OPERATIONS
12/19/2024	COMPUTERS AT WORK! INC	ACH19	2,813.25	MINOR DATA PROCESSING EQUIPMENT	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 7,459.57		
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	4,500.00	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	250.00	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	250.00	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	366,356.62	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	20,353.65	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	20,353.64	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	179,181.00	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	19,909.00	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	19,235.13	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	4,808.79	IMPROVEMENTS GENERAL	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	(29,493.82)	RETAINAGE HELD	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
12/19/2024	DEC CONTRACTING GROUP INC	ACH19	(2,266.07)	RETAINAGE HELD	PROVIDE ADDITIONAL SERVICES FOR AIRPORT CUSTOMERS
			$ 603,437.94		
12/19/2024	GRIPPO PAVEMENT MAINTENANCE INC	ACH19	4,060.43	LANDSCAPE MATERIALS	PUBLIC SAFETY
12/19/2024	GRIPPO PAVEMENT MAINTENANCE INC	ACH19	2,373.00	OTHER CONTRACTUAL SERVICES	FOR SAFETY USE OF THE PARKS
12/19/2024	GRIPPO PAVEMENT MAINTENANCE INC	ACH19	1,193.17	PAINTING SUPPLIES	FOR SAFETY USE OF THE PARKS
			$ 7,626.60		
12/19/2024	PROPIO LS LLC	ACH19	75.00	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 75.00		
12/19/2024	LEO'S SOD, LLC	ACH19	208.00	MAINTENANCE LANDSCAPING	TO MAINTAIN COUNTY ROAD & MAINTENANCE
12/19/2024	LEO'S SOD, LLC	ACH19	624.00	MAINTENANCE LANDSCAPING	TO MAINTAIN COUNTY ROAD & MAINTENANCE
12/19/2024	LEO'S SOD, LLC	ACH19	(36.00)	CREDIT MEMO	TO MAINTAIN COUNTY ROAD & MAINTENANCE
12/19/2024	LEO'S SOD, LLC	ACH19	(12.00)	CREDIT MEMO	TO MAINTAIN COUNTY ROAD & MAINTENANCE
			$ 784.00		
12/19/2024	1508-1514 N BLVD CORP	ACH19	280.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 280.00		
12/19/2024	EFE INC	ACH19	144.52	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	EFE INC	ACH19	127.90	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT

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			$ 272.42		
12/19/2024	DOBBS EQUIPMENT LLC	ACH19	2,074.52	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	DOBBS EQUIPMENT LLC	ACH19	162.62	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,237.14		
12/19/2024	RAFTELIS FINANCIAL CONSULTANTS INC	ACH19	300.00	OTHER CONTRACTUAL SERVICES	TO PROVIDE A BUDGET STUDY
			$ 300.00		
12/19/2024	BATTERY USA	ACH19	228.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	BATTERY USA	ACH19	204.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/19/2024	BATTERY USA	ACH19	1,188.38	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,620.88		
12/19/2024	A+ ENVIRONMENTAL RESTORATION LLC	ACH19	12,464.57	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 12,464.57		
12/19/2024	KEYSTAFF INC	ACH19	3,837.76	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/19/2024	KEYSTAFF INC	ACH19	4,211.75	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/19/2024	KEYSTAFF INC	ACH19	3,814.80	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/19/2024	KEYSTAFF INC	ACH19	4,915.39	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/19/2024	KEYSTAFF INC	ACH19	3,962.80	OTHER CONTRACTUAL SERVICES	MAINTAIN STAFFING NEEDS FOR TRAFFIC OPERATIONS
12/19/2024	KEYSTAFF INC	ACH19	4,613.82	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
			$ 25,356.32		
12/19/2024	SPORTS FACILITES MANAGEMENT, LLC	ACH19	378,900.00	OTHER CONTRACTUAL SERVICE	SPORTS FIELD MANAGEMENT FOR SPORTS COMPLEX
			$ 378,900.00		
12/19/2024	AIRGAS SPECIALTY PRODUCTS, INC	ACH19	4,726.50	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/19/2024	AIRGAS SPECIALTY PRODUCTS, INC	ACH19	5,336.46	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 10,062.96		
12/19/2024	AVFUEL CORP.	ACH19	20,682.82	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/19/2024	AVFUEL CORP.	ACH19	29,050.61	AV GAS FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/19/2024	AVFUEL CORP.	ACH19	20,854.03	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/19/2024	AVFUEL CORP.	ACH19	21,125.71	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 91,713.17		
12/19/2024	VALIENTE BUILDERS LLC	ACH19	2,096.71	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/19/2024	VALIENTE BUILDERS LLC	ACH19	273.16	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 2,369.87		
12/19/2024	AMERICAN GOVERNMENT SERVICES CORP(	WIR19	100.00	ABSTRACT FEES	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 100.00		
12/19/2024	JOHNSON ENGINEERING LLC	WIR19	2,310.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/19/2024	JOHNSON ENGINEERING LLC	WIR19	2,608.50	ENGINEERING FEES	BUILD, MAINTAIN, AND REPLACE SOLID WASTE INFRASTRUCTURE
12/19/2024	JOHNSON ENGINEERING LLC	WIR19	10,609.50	OTHER CONTRACTUAL SERVICES	COMMUNITY ENHANCEMENT
12/19/2024	JOHNSON ENGINEERING LLC	WIR19	402.00	OTHER CONTRACTUAL SERVICES	COMMUNITY ENHANCEMENT
			$ 15,930.00		
12/20/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	1,148.00	FUEL AND LUBRICANTS OUTSIDE VENDORS	NOVEMBER 2024 MASS TRANSIT FUEL TAX
			$ 1,148.00		
12/20/2024	CHALET OF SAN MARCO	226422	3,422.23	RENT EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 3,422.23		
12/20/2024	D.A SYSTEMS INC	226423	1,115.00	BUILDING R AND M OUTSIDE VENDORS	MAINTAIN & OPERATE COUNTY FACILITIES
			$ 1,115.00		
12/20/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226470	300.00	RENT BUILDINGS	EMS STATION 40 LEASE FOR CREWS
			$ 300.00		
12/20/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226471	400.00	RENT BUILDINGS	EMS STATION 43 LEASE FOR CREWS
			$ 400.00		
12/20/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226472	1,325.83	RENT BUILDINGS	EMS STATION 46 LEASE FOR CREWS
			$ 1,325.83		
12/20/2024	NORTH COLLIER FIRE CONTROL & RESCUE	226473	895.00	RENT BUILDINGS	EMS STATION 48 LEASE FOR CREWS
			$ 895.00		
12/20/2024	QUEST CORPORATION OF AMERICA	226425	2,236.50	OTHER CONTRACTUAL SERVICES	PROMOTE SERVICES TO THE PUBLIC
			$ 2,236.50		
12/20/2024	FLORIDA SERVICE PAINTING INC	226426	5,808.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 5,808.00		
12/20/2024	UNITED RENTALS (NORTH AMERICA) INC	226427	41,950.00	OTHER MACHINERY AND EQUIPMENT	TO PROVIDE OFFICES FOR STAFF
12/20/2024	UNITED RENTALS (NORTH AMERICA) INC	226427	1,230.50	OTHER MACHINERY AND EQUIPMENT	TO PROVIDE OFFICES FOR STAFF
12/20/2024	UNITED RENTALS (NORTH AMERICA) INC	226427	400.00	OTHER MACHINERY AND EQUIPMENT	TO PROVIDE OFFICES FOR STAFF
12/20/2024	UNITED RENTALS (NORTH AMERICA) INC	226427	41,950.00	OTHER MACHINERY AND EQUIPMENT	TO PROVIDE OFFICES FOR STAFF
12/20/2024	UNITED RENTALS (NORTH AMERICA) INC	226427	1,230.50	OTHER MACHINERY AND EQUIPMENT	TO PROVIDE OFFICES FOR STAFF
12/20/2024	UNITED RENTALS (NORTH AMERICA) INC	226427	400.00	OTHER MACHINERY AND EQUIPMENT	TO PROVIDE OFFICES FOR STAFF
			$ 87,161.00		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	YOUNGQUIST BROTHERS LLC.	226428	91,366.55	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/20/2024	YOUNGQUIST BROTHERS LLC.	226428	91,366.55	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/20/2024	YOUNGQUIST BROTHERS LLC.	226428	244,399.32	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/20/2024	YOUNGQUIST BROTHERS LLC.	226428	244,399.32	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/20/2024	YOUNGQUIST BROTHERS LLC.	226428	37,754.25	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/20/2024	YOUNGQUIST BROTHERS LLC.	226428	37,754.25	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/20/2024	YOUNGQUIST BROTHERS LLC.	226428	(37,352.01)	RETAINAGE HELD	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
			$ 709,688.23		
12/20/2024	FLORIDA POWER & LIGHT	226429	449.95	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
			$ 449.95		
12/20/2024	FLORIDA POWER & LIGHT	226430	1.20	PREPAID EXPENSES OTHER	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	9.39	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	77.31	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	24.36	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	189.42	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	12.21	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	0.40	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	26.09	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	2.20	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	3.66	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	1.78	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	2.69	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	2.45	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	2.66	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	2.66	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	46.94	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	6.45	ELECTRICITY	10/31-11/30/24 3355 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	7,035.41	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/20/2024	FLORIDA POWER & LIGHT	226430	687.93	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/20/2024	FLORIDA POWER & LIGHT	226430	25.91	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/20/2024	FLORIDA POWER & LIGHT	226430	211.16	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/20/2024	FLORIDA POWER & LIGHT	226430	352.58	ELECTRICITY	UTILITIES FOR EMS STATION
12/20/2024	FLORIDA POWER & LIGHT	226430	38.16	ELECTRICITY	10/31-11/30/24 3315 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	1,078.57	ELECTRICITY	10/31-11/30/24 3315 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	9,927.64	ELECTRICITY	10/31-11/30/24 3315 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	2,627.75	ELECTRICITY	10/31-11/30/24 3315 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	5,415.69	ELECTRICITY	10/31-11/30/24 3315 TAMIAMI TRL E
12/20/2024	FLORIDA POWER & LIGHT	226430	23.14	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	21.82	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	259.58	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	67.23	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	315.91	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	21.42	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	396.23	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	46.33	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	43.03	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	68.65	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	239.16	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	114.22	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	34.32	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	290.95	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	268.55	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	16.27	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	234.98	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	246.17	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	147.24	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	109.84	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	84.69	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	228.18	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	43.44	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	47.78	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	43.44	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	39.14	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	146.85	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY

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12/20/2024	FLORIDA POWER & LIGHT	226430	52.96	ELECTRICITY	STREET LIGHTING FOR PUBLIC SAFETY
12/20/2024	FLORIDA POWER & LIGHT	226430	57.68	ELECTRICITY	SUPPORT SERVICES DELIVERY
12/20/2024	FLORIDA POWER & LIGHT	226430	70.99	ELECTRICITY	SUPPORT SERVICES DELIVERY
12/20/2024	FLORIDA POWER & LIGHT	226430	201.87	ELECTRICITY	11/7-12/9/24 SHERIFF
12/20/2024	FLORIDA POWER & LIGHT	226430	232.17	ELECTRICITY	10/25-11/25/24 4715 GOLDEN GATE PKWY
12/20/2024	FLORIDA POWER & LIGHT	226430	193.48	ELECTRICITY	10/25-11/25/24 4715 GOLDEN GATE PKWY
12/20/2024	FLORIDA POWER & LIGHT	226430	632.03	ELECTRICITY	10/25-11/25/24 4715 GOLDEN GATE PKWY
12/20/2024	FLORIDA POWER & LIGHT	226430	232.18	ELECTRICITY	10/25-11/25/24 4715 GOLDEN GATE PKWY
12/20/2024	FLORIDA POWER & LIGHT	226430	8,361.05	ELECTRICITY	11/1-12/2/24 8075 LELY CULTURAL PKWY
12/20/2024	FLORIDA POWER & LIGHT	226430	10,567.32	ELECTRICITY	11/1-12/2/24 8075 LELY CULTURAL PKWY
12/20/2024	FLORIDA POWER & LIGHT	226430	1,666.12	ELECTRICITY	11/1-12/2/24 8075 LELY CULTURAL PKWY
12/20/2024	FLORIDA POWER & LIGHT	226430	12,239.63	ELECTRICITY	11/1-12/2/24 8075 LELY CULTURAL PKWY
12/20/2024	FLORIDA POWER & LIGHT	226430	705.82	ELECTRICITY	MAINTAIN HELICOPTER OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	1,456.50	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/20/2024	FLORIDA POWER & LIGHT	226430	25.66	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	490.24	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	1,982.21	ELECTRICITY	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT
12/20/2024	FLORIDA POWER & LIGHT	226430	26.07	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	26.10	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	75.14	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	353.86	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/20/2024	FLORIDA POWER & LIGHT	226430	280.88	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/20/2024	FLORIDA POWER & LIGHT	226430	1,302.45	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/20/2024	FLORIDA POWER & LIGHT	226430	92,203.46	ELECTRICITY	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/20/2024	FLORIDA POWER & LIGHT	226430	835.65	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/20/2024	FLORIDA POWER & LIGHT	226430	40.46	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	66.90	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	26.15	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	12.64	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/20/2024	FLORIDA POWER & LIGHT	226430	46.08	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	40.24	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	218.13	ELECTRICITY	ELECTRIC FOR CEI HOUSE FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	75.96	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	5,688.21	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/20/2024	FLORIDA POWER & LIGHT	226430	2,127.38	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/20/2024	FLORIDA POWER & LIGHT	226430	137.53	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	105.71	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	25.66	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	13,801.33	ELECTRICITY	MONTHLY FEE FOR ELECTRICITY FOR GMCDD
12/20/2024	FLORIDA POWER & LIGHT	226430	48.96	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	51.72	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	26.18	ELECTRICITY	ELECTRIC NECESSARY FOR STORM WATER PUMPING
12/20/2024	FLORIDA POWER & LIGHT	226430	33.22	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	239.05	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	263.08	ELECTRICITY	ELECTRICITY TO MAINTAIN COUNTY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	4,005.22	ELECTRICITY	ELECTRICAL SERVICE FOR DAILY OPERATIONS
12/20/2024	FLORIDA POWER & LIGHT	226430	25.51	ELECTRICITY	MONTHLY FEE FOR ELECTRICITY FOR GMCDD
12/20/2024	FLORIDA POWER & LIGHT	226430	143.05	OTHER CONTRACTUAL SERVICES	ELECTRIC NECESSARY FOR DAILY OPERATIONS
			$ 192,931.12		
12/20/2024	VERIZON WIRELESS	226431	126.95	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	VERIZON WIRELESS	226431	136.53	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	VERIZON WIRELESS	226431	4,578.21	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	VERIZON WIRELESS	226431	470.32	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	VERIZON WIRELESS	226431	2,167.50	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	VERIZON WIRELESS	226431	711.26	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	VERIZON WIRELESS	226431	85.88	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	VERIZON WIRELESS	226431	234.53	CELLULAR TELEPHONE	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	VERIZON WIRELESS	226431	1,089.49	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	40.09	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	839.07	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	80.59	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	1,105.58	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	824.74	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	110.28	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY

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12/20/2024	VERIZON WIRELESS	226431	297.12	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	116.69	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	255.45	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	1,225.20	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	72.49	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	36.07	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	340.75	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	108.97	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	72.49	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	76.51	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	72.49	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	113.75	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	109.05	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	40.56	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
12/20/2024	VERIZON WIRELESS	226431	78.52	CELLULAR TELEPHONE	IMPROVING OPERATIONS / EFFICIENCY
			$ 15,617.13		
12/20/2024	CITY OF NAPLES	226474	97.66	PREPAID EXPENSES OTHER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	763.73	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	6,883.64	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	5,287.84	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	15,408.26	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	993.43	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	362.18	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	1,851.13	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	2,122.01	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	179.02	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	882.38	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	297.82	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	145.15	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	218.84	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	199.37	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	216.31	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	216.31	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	3,845.94	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226474	524.84	WATER AND SEWER	10/3-11/27/24 3301 TAMIAMI TRL E
			$ 40,495.86		
12/20/2024	CITY OF NAPLES	226475	2.97	PREPAID EXPENSES OTHER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	23.26	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	209.64	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	161.05	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	469.29	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	30.26	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	11.03	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	56.38	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	64.63	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	5.45	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	26.87	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	9.07	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	4.42	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	6.67	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	6.07	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	6.59	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	6.59	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	117.16	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
12/20/2024	CITY OF NAPLES	226475	15.98	WATER AND SEWER	9/29-12/5/24 3301 TAMIAMI TRL E
			$ 1,233.38		
12/20/2024	CITY OF NAPLES	226476	2,714.81	WATER AND SEWER	PUBLIC HEALTH AND SAFETY
12/20/2024	CITY OF NAPLES	226476	832.52	TRASH AND GARBAGE DISPOSAL	PUBLIC HEALTH AND SAFETY
			$ 3,547.33		
12/20/2024	FLORIDA POWER & LIGHT COMPANY	226477	8,242.49	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 8,242.49		
12/20/2024	WELLS & WATER SYSTEMS INC	226432	281,000.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/20/2024	WELLS & WATER SYSTEMS INC	226432	(266,950.00)	PREVIOUSLY PAID	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/20/2024	WELLS & WATER SYSTEMS INC	226432	220,600.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE

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12/20/2024	WELLS & WATER SYSTEMS INC	226432	(209,570.00)	PREVIOUSLY PAID	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/20/2024	WELLS & WATER SYSTEMS INC	226432	32,800.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 57,880.00		
12/20/2024	SOUTHWEST FLORIDA WORKFORCE	226433	3,281.85	RENT BUILDINGS	OFFICE SPACE FOR IMMOKALEE CRA STAFF
			$ 3,281.85		
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	203.95	WATER AND SEWER	IRRIGATION WATER FOR IMM MSTU BEAUTIFICATION AREA
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	269.59	WATER AND SEWER	IRRIGATION WATER FOR IMM MSTU BEAUTIFICATION AREA
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	71.99	WATER AND SEWER	IRRIGATION WATER FOR IMM MSTU BEAUTIFICATION AREA
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	191.59	WATER AND SEWER	LANDSCAPE IRRIGATION AT IMMOKALEE CRA ZOCALO PLAZA
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	69.52	WATER AND SEWER	WATER AND SEWER UTILITY REQUIREMENT FOR FLEET OPERATIONS
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	86.40	WATER AND SEWER	WATER AND SEWER UTILITY REQUIREMENT FOR FLEET OPERATIONS
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	119.08	WATER AND SEWER	WATER AND SEWER UTILITY REQUIREMENT FOR FLEET OPERATIONS
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	196.95	WATER AND SEWER	WATER AND SEWER UTILITY REQUIREMENT FOR FLEET OPERATIONS
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	111.93	WATER AND SEWER	WATER & SEWAR
12/20/2024	IMMOKALEE WATER & SEWER DISTRICT	226434	209.51	WATER AND SEWER	WATER & SEWAR
			$ 1,530.51		
12/20/2024	AVERSANA AT HAMMOCK BAY CONDOMINIU	226435	50.00	RENT EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 50.00		
12/20/2024	FPL ASSIST	226478	108.04	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 108.04		
12/20/2024	FPL ASSIST	226479	154.06	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDE GRANT FUNDED SERVICES FOR SENIORS
			$ 154.06		
12/20/2024	FPL ASSIST	226480	120.49	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS PROVIDED GRANT FUNDS
			$ 120.49		
12/20/2024	RAINBOW TREECARE SCIENTIFIC ADVANCE	226436	1,723.90	FERTILIZER HERBICIDES AND CHEMICALS	COMMUNITY BEAUTIFICATION
12/20/2024	RAINBOW TREECARE SCIENTIFIC ADVANCE	226436	47,738.34	FERTILIZER HERBICIDES AND CHEMICALS	COMMUNITY BEAUTIFICATION
			$ 49,462.24		
12/20/2024	LORRAINE DUBE	226437	3,450.00	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
			$ 3,450.00		
12/20/2024	MILES PARTNERSHIP LLLP	226438	2,340.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/20/2024	MILES PARTNERSHIP LLLP	226438	1,300.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/20/2024	MILES PARTNERSHIP LLLP	226438	1,430.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/20/2024	MILES PARTNERSHIP LLLP	226438	2,400.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/20/2024	MILES PARTNERSHIP LLLP	226438	2,600.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/20/2024	MILES PARTNERSHIP LLLP	226438	1,400.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
			$ 11,470.00		
12/20/2024	VERTICAL BRIDGE S3 ASSETS LLC	226439	3,332.94	RENT EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 3,332.94		
12/20/2024	PHOENIX BUSINESS INC	226440	26,625.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL SERVICES FOR SAP S/4 HANA IMPLEMENTATION
			$ 26,625.00		
12/20/2024	METRO EQUIPMENT SERVICES INC	226441	21,228.00	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/20/2024	METRO EQUIPMENT SERVICES INC	226441	1,708.00	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/20/2024	METRO EQUIPMENT SERVICES INC	226441	1,357,674.61	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/20/2024	METRO EQUIPMENT SERVICES INC	226441	171,994.69	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/20/2024	METRO EQUIPMENT SERVICES INC	226441	1,464.00	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/20/2024	METRO EQUIPMENT SERVICES INC	226441	(73.20)	RETAINAGE HELD	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/20/2024	METRO EQUIPMENT SERVICES INC	226441	(77,630.26)	RETAINAGE HELD	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 1,476,365.84		
12/20/2024	WINDSTREAM	226442	31.85	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
			$ 31.85		
12/20/2024	TREE SCAPING OF NAPLES INC	226443	6,030.00	TREE TRIMMING	PUBLIC SAFETY
12/20/2024	TREE SCAPING OF NAPLES INC	226443	2,010.00	TREE TRIMMING	PUBLIC SAFETY
12/20/2024	TREE SCAPING OF NAPLES INC	226443	5,775.00	TREE TRIMMING	TREE TRIMMING FOR PUBLIC SAFETY
12/20/2024	TREE SCAPING OF NAPLES INC	226443	3,950.00	TREE TRIMMING	PUBLIC SAFETY
			$ 17,765.00		
12/20/2024	ANGIE BREWER & ASSOC.	226444	8,018.00	OTHER PROFESSIONAL FEES	SVCS NEEDED FOR GRANT COMPLIANCE ASSISTANCE
12/20/2024	ANGIE BREWER & ASSOC.	226444	922.00	OTHER PROFESSIONAL FEES	SVCS NEEDED FOR GRANT COMPLIANCE ASSISTANCE
			$ 8,940.00		
12/20/2024	AMERICAN FACILITY SERVICES INC	226445	27,412.20	CUSTODIAL SERVICES OUTSIDE VENDORS	MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 27,412.20		
12/20/2024	VILLA-FUERTE CONSTRUCTION LLC	226446	50,440.00	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/20/2024	VILLA-FUERTE CONSTRUCTION LLC	226446	760.00	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 51,200.00		
12/20/2024	PAVEMENT MAINTENANCE LLC	226447	29,480.00	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY

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12/20/2024	PAVEMENT MAINTENANCE LLC	226447	326,119.80	CEMENT AND REDI MIX	SIDEWALK AND CONCRETE REPAIRS PUBLIC SAFETY
			$ 355,599.80		
12/20/2024	HOLLAND PUMP COMPANY	226448	40,099.02	OTHER MACHINERY AND EQUIPMENT	GENERATOR AT SPORTS COMPLEX
			$ 40,099.02		
12/20/2024	23-81 LNT LLC	226449	3,270.10	RENT BUILDINGS	LEASE AGREEMENT
			$ 3,270.10		
12/20/2024	WRIGHT NATIONAL FLOOD INSURANCE CON	226450	4,481.00	REINSURANCE PREMIUM	TO PROTECT THE COUNTY PROPERTY AGAINST FLOOD LOSSES
			$ 4,481.00		
12/20/2024	DEANGELO CONTRACTING SERVICES LLC	226451	25,050.00	OTHER CONTRACTUAL SERVICES	MAINTAIN VEGETATION IN STORMWATER SYSTEMS
12/20/2024	DEANGELO CONTRACTING SERVICES LLC	226451	16,716.94	OTHER CONTRACTUAL SERVICES	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
12/20/2024	DEANGELO CONTRACTING SERVICES LLC	226451	44,130.99	OTHER CONTRACTUAL SERVICES	MAINTAIN STORMWATER MAINTENANCE OPERATIONS
			$ 85,897.93		
12/20/2024	SUPER TOWERS INC	226452	4,546.58	RENT EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 4,546.58		
12/20/2024	SUMMIT BROADBAND INC	226453	3,769.00	TELEPHONE DIRECT LINE	SERVICES REQUIRED FOR THE OPERATION OF THE NETWORK
			$ 3,769.00		
12/20/2024	ADVANCED ENVIRONMENTAL LABORATORIE	226454	217.00	OTHER CONTRACTUAL SERVICES	PROVIDES LABORATORY SERVICES FOR DRINKING WATER CERTIF. & QC
12/20/2024	ADVANCED ENVIRONMENTAL LABORATORIE	226454	108.00	OTHER CONTRACTUAL SERVICES	PROVIDES LABORATORY SERVICES FOR DRINKING WATER CERTIF. & QC
			$ 325.00		
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	20.06	WATER AND SEWER	10/21-11/17/24 4715 GOLDEN GATE PKWY
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	16.71	WATER AND SEWER	10/21-11/17/24 4715 GOLDEN GATE PKWY
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	54.60	WATER AND SEWER	10/21-11/17/24 4715 GOLDEN GATE PKWY
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	20.05	WATER AND SEWER	10/21-11/17/24 4715 GOLDEN GATE PKWY
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	1,184.63	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	760.91	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	273.38	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	118.77	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	276.80	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	335.21	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	458.91	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	693.90	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	1,142.22	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	1,231.74	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	1,410.78	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	1,466.73	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	1,880.76	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	5,661.24	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	594.17	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	31.43	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	3,119.61	WATER AND SEWER	WATER FOR THE PARKS
12/20/2024	COLLIER COUNTY UTILITY BILLING	226455	109.17	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 20,861.78		
12/20/2024	BIGI & BIGI LLC	226456	4,200.00	RENT BUILDINGS	SUPPORT CHS OPERATIONS
12/20/2024	BIGI & BIGI LLC	226456	4,200.00	RENT BUILDINGS	TO MAINTAIN CHS SERVICES & OPERATIONS
			$ 8,400.00		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226481	261.71	CELLULAR TELEPHONE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 261.71		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226482	1,036.75	CELLULAR TELEPHONE	GPS DEVICES TO TRACK COUNTY VEHICLES
			$ 1,036.75		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226483	2,520.10	MINOR DATA PROCESSING EQUIPMENT	SAFETY AND MAINTENANCE OF COUNTY VEHICLES
12/20/2024	VERIZON CONNECT FLEET USA LLC	226483	79.21	MINOR DATA PROCESSING EQUIPMENT	SAFETY AND MAINTENANCE OF COUNTY VEHICLES
			$ 2,599.31		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226484	835.80	COMMUNICATION EQUIP RM OUTSIDE VENDORS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 835.80		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226485	133.98	OTHER CONTRACTUAL SERVICES	EMPLOYEE SAFETY
12/20/2024	VERIZON CONNECT FLEET USA LLC	226485	57.42	OTHER CONTRACTUAL SERVICES	EMPLOYEE SAFETY
			$ 191.40		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226486	542.30	CELLULAR TELEPHONE	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 542.30		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226487	127.60	LEASE EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/20/2024	VERIZON CONNECT FLEET USA LLC	226487	63.80	LEASE EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/20/2024	VERIZON CONNECT FLEET USA LLC	226487	79.75	LEASE EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/20/2024	VERIZON CONNECT FLEET USA LLC	226487	15.95	LEASE EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/20/2024	VERIZON CONNECT FLEET USA LLC	226487	15.95	LEASE EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES

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12/20/2024	VERIZON CONNECT FLEET USA LLC	226487	47.85	LEASE EQUIPMENT	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
			$ 350.90		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226488	1,235.85	MINOR OPERATING EQUIPMENT	PROVIDE METER INSTALLATION, MAINTENANCE AND METER READING
			$ 1,235.85		
12/20/2024	VERIZON CONNECT FLEET USA LLC	226489	813.45	COMMUNICATION EQUIP RM OUTSIDE VENDORS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 813.45		
12/20/2024	FILTER PRO USA LLC	226457	23,567.25	AIR FILTER CONTRACTOR	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 23,567.25		
12/20/2024	THRIVE OPERATIONS LLC	226458	7,938.08	OTHER CONTRACTUAL SERVICES	NECESSARY FOR DAILY OPERATIONS
12/20/2024	THRIVE OPERATIONS LLC	226458	640.96	COMPUTER SOFTWARE	NECESSARY FOR DAILY OPERATIONS
12/20/2024	THRIVE OPERATIONS LLC	226458	7,938.08	OTHER CONTRACTUAL SERVICES	NECESSARY FOR DAILY OPERATIONS
12/20/2024	THRIVE OPERATIONS LLC	226458	640.96	COMPUTER SOFTWARE	NECESSARY FOR DAILY OPERATIONS
			$ 17,158.08		
12/20/2024	GANNETT MEDIA CORP.	226490	189.00	LEGAL ADVERTISING	LEGAL ADS FOR MPO MEETINGS FOR PUBLIC USE
			$ 189.00		
12/20/2024	GANNETT MEDIA CORP.	226491	952.00	LEGAL ADVERTISING	MAINTAIN COMPLIANCE WITH GRANTOR AGENCY REQUIREMENTS
12/20/2024	GANNETT MEDIA CORP.	226491	1,113.00	LEGAL ADVERTISING	MAINTAIN COMPLIANCE WITH GRANTOR AGENCY REQUIREMENTS
			$ 2,065.00		
12/20/2024	FIFTH THIRD BANK	226459	7,588.19	RENT BUILDINGS	OFFICE LEASE AGREEMENT WITH FIFTH THIRD BANK/ MARCO ISLAND
			$ 7,588.19		
12/20/2024	GRADING & BUSH HOG SERVICES INC	226460	152,000.00	OTHER OPERATING SUPPLIES	SUPPLIES FOR PUBLIC SAFETY
12/20/2024	GRADING & BUSH HOG SERVICES INC	226460	3,400.00	POSTAGE FREIGHT AND UPS	SUPPLIES FOR PUBLIC SAFETY
			$ 155,400.00		
12/20/2024	GENSERVE, LLC	226461	3,386.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/20/2024	GENSERVE, LLC	226461	1,227.42	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/20/2024	GENSERVE, LLC	226461	400.44	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/20/2024	GENSERVE, LLC	226461	827.83	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/20/2024	GENSERVE, LLC	226461	1,406.28	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/20/2024	GENSERVE, LLC	226461	975.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/20/2024	GENSERVE, LLC	226461	1,409.62	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/20/2024	GENSERVE, LLC	226461	664.59	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 10,297.68		
12/20/2024	WASTE PRO OF FLORIDA INC	226462	(4,502.89)	SOLID WASTE FRANCHISE FEES - RESIDENTIAL	PROVIDE PAYMENT TO MANDATORY TRASH COLLECTION FRANCHISEE
12/20/2024	WASTE PRO OF FLORIDA INC	226462	104,239.30	COLLECTION SERVICES	PROVIDE PAYMENT TO MANDATORY TRASH COLLECTION FRANCHISEE
			$ 99,736.41		
12/20/2024	WASTE PRO OF FLORIDA INC	226492	154.40	TRASH AND GARBAGE DISPOSAL	BUILDING WASTE SOLUTIONS FOR PEPPER RANCH
12/20/2024	WASTE PRO OF FLORIDA INC	226492	72.45	TRASH AND GARBAGE DISPOSAL	BUILDING WASTE SOLUTIONS FOR PEPPER RANCH
			$ 226.85		
12/20/2024	WASTE PRO OF FLORIDA INC	226493	14,568.40	COLLECTION SERVICES	DEBRIS REMOVAL FOR PUBLIC HEALTH AND SAFETY
			$ 14,568.40		
12/20/2024	HLP INC	226463	24,960.00	COMPUTER SOFTWARE	SUPPORT SERVICE DELIVERY
			$ 24,960.00		
12/20/2024	REPUBLIC SERVICES INC	226464	1,815.45	OTHER CONTRACTUAL SERVICES	PROPER DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS
12/20/2024	REPUBLIC SERVICES INC	226464	623.72	OTHER CONTRACTUAL SERVICES	PROPER DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS
			$ 2,439.17		
12/20/2024	Epic Audio Video inc	226465	25.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 25.00		
12/20/2024	Lennar Homes LLC	226466	159.43	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 159.43		
12/20/2024	Liza Mclenaghan	226467	5.00	ANIMAL LICENSES	SUPPORT SERVICE DELIVERY
			$ 5.00		
12/20/2024	PATRICK EMRICH- REALRES	226468	25.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 25.00		
12/20/2024	PHOENIX ASSOCIATES OF FLORIDA	226469	117.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 117.00		
12/20/2024	CITY OF NAPLES AIRPORT AUTHORITY	ACH20	3,422.04	RENT BUILDINGS	LEASE FOR SHERIFF'S OFFICE USE
12/20/2024	CITY OF NAPLES AIRPORT AUTHORITY	ACH20	1,206.52	RENT BUILDINGS	LEASE OF HELICOPTER HANGAR
			$ 4,628.56		
12/20/2024	DAVID B FOX	ACH20	292.50	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 292.50		
12/20/2024	CDW LLC	ACH20	3,771.60	COMPUTER SOFTWARE	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 3,771.60		
12/20/2024	CITY OF NAPLES	ACH20	2,150.00	RENT BUILDINGS	EMS STATION 1 LEASE MONTHLY PAYMENTS FOR CREWS
12/20/2024	CITY OF NAPLES	ACH20	1,300.00	RENT BUILDINGS	EMS STATION 2 LEASE MONTHLY PAYMENTS FOR CREWS

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 3,450.00		
12/20/2024	CUES INC	ACH20	2,832.58	MACHINE TOOLS R AND M OUTSIDE VENDORS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/20/2024	CUES INC	ACH20	1,893.36	MACHINE TOOLS R AND M OUTSIDE VENDORS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 4,725.94		
12/20/2024	HACH COMPANY	ACH20	3,191.05	OTHER OPERATING SUPPLIES	OPERATE
			$ 3,191.05		
12/20/2024	COMCAST	ACH20	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/20/2024	COMCAST	ACH20	161.85	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/20/2024	COMCAST	ACH20	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/20/2024	COMCAST	ACH20	136.90	CABLE TV / INTERNET	PROVIDE CABLE TV SERVICE FOR COUNTY
12/20/2024	COMCAST	ACH20	136.90	CABLE TV / INTERNET	PROVIDE CABLE TV SERVICE FOR COUNTY
12/20/2024	COMCAST	ACH20	169.28	CABLE TV / INTERNET	PROVIDE INTERNET SERVICE OUTLYING SITES FOR WATER DIST/WF
			$ 857.39		
12/20/2024	CITY OF MARCO ISLAND	ACH20	764.54	WATER AND SEWER	WATER & SEWER ESSENTIAL FOR DAILY OPERATIONS
			$ 764.54		
12/20/2024	GRAINGER INDUSTRIAL SUPPLY	ACH20	4,444.26	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 4,444.26		
12/20/2024	SULPHURIC ACID TRADING CO INC	ACH20	4,261.90	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,261.90		
12/20/2024	INNOVATIVE INTERFACES INC	ACH20	11,236.32	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 11,236.32		
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	1,289.50	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	277.53	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE TOLL FREE # FOR PASSENGERS
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	277.53	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE TOLL FREE # FOR PASSENGERS
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	45.93	TELEPHONE SYSTEM SUPPORT ALLOCATION	UTILITIES FOR EMS STATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	126.72	TELEPHONE SYSTEM SUPPORT ALLOCATION	UTILITIES FOR EMS STATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	95.40	TELEPHONE SYSTEM SUPPORT ALLOCATION	DECEMBER 11, 2024 BILLING
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	108.40	ACCOUNTS RECEIVABLE	DECEMBER 11, 2024 BILLING
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	91.26	TELEPHONE SYSTEM SUPPORT ALLOCATION	MAINTAIN HELICOPTER OPERATIONS
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	95.39	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	79.86	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	86.99	TELEPHONE BASE COST	PROVIDE SERVICE TO SITES FOR DAILY OPERATIONS
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	980.61	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	682.00	TELEPHONE BASE COST	PROVIDE SERVICE TO SITES FOR DAILY OPERATIONS
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	92.43	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	44.55	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	111.31	CABLE TV / INTERNET	FOR COMMUNICATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	585.00	TELEPHONE SYSTEM SUPPORT ALLOCATION	COMMUNICATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	206.52	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	71.31	TELEPHONE SYSTEM SUPPORT ALLOCATION	COMMUNICATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	89.61	TELEPHONE SYSTEM SUPPORT ALLOCATION	COMMUNICATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	25.38	TELEPHONE SYSTEM SUPPORT ALLOCATION	COMMUNICATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	130.19	TELEPHONE BASE COST	COMMUNICATIONS
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	91.69	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	464.55	TELEPHONE ACCESS CHARGES	COMMUNICATIONS
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	92.43	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	39.93	TELEPHONE SYSTEM SUPPORT ALLOCATION	COMMUNICATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	190.37	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	157.73	TELEPHONE SYSTEM SUPPORT ALLOCATION	COMMUNICATION
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	132.12	TELEPHONE BASE COST	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/20/2024	CENTURYLINK COMMUNICATIONS LLC	ACH20	288.23	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
			$ 7,050.47		
12/20/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH20	8,345.98	SIGNAL REPAIRS AND MAINTENANCE	HURRICANE MILTON EMERGENCY REPAIRS
			$ 8,345.98		
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	(57,850.88)	SOLID WASTE FRANCHISE FEES - RESIDENTIAL	PROVIDE RESIDENTIAL MANDATORY TRASH COLLECTION SERVICES
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	449.50	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	562.90	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	944.43	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	233.23	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	198.55	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	198.55	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	198.56	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	413.49	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	286.37	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	361.93	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	57.07	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	419.21	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	233.23	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	270.48	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	775.86	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	191.61	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	1,112.52	TRASH AND GARBAGE DISPOSAL	SERVICES 11/16-11/30/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	215.89	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	215.88	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	1,266.88	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	536.24	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	677.74	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	106.86	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	784.98	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	45.59	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	37.99	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	124.10	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	45.59	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	160.22	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	372.41	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	120.26	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	38.79	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	69.83	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	58.19	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	116.38	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	508.01	TRASH AND GARBAGE DISPOSAL	GARBAGE COLLECTION AT 4800 DAVIS BLVD CNTY FACILITY
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	775.86	TRASH AND GARBAGE DISPOSAL	GARBAGE COLLECTION AT 4800 DAVIS BLVD CNTY FACILITY
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	65,703.37	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	76,264.20	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/20/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH20	1,450,053.64	COLLECTION SERVICES	PROVIDE RESIDENTIAL MANDATORY TRASH COLLECTION SERVICES
			$ 1,547,355.51		
12/20/2024	PALMDALE OIL COMPANY	ACH20	15,018.33	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 15,018.33		
12/20/2024	MARIANNE T LORUSSO	ACH20	178.75	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 178.75		
12/20/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH20	5,760.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/20/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH20	25,040.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/20/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH20	44,800.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/20/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH20	2,320.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
			$ 77,920.00		
12/20/2024	ADVANCED MEDICAL OF NAPLES LLC	ACH20	833.33	OTHER PROFESSIONAL FEES	PROMOTE A SAFE AND HEALTHY WORKFORCE
			$ 833.33		
12/20/2024	TRAPEZE SOFTWARE GROUP INC	ACH20	3,584.00	COMPUTER SOFTWARE	WARRANTY & SUPPORT FOR CAT FAREBOXES SYSTEM
			$ 3,584.00		
12/20/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH20	300.00	RENT BUILDINGS	EMS STATION 23 LEASE FOR CREWS
12/20/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH20	175,189.20	REMITTANCES TO OTHER GOVERNMENTS	PUBLIC SAFETY - FIRE SERVICE COVERAGE
12/20/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH20	159,878.21	REMITTANCES TO OTHER GOVERNMENTS	PUBLIC SAFETY - FIRE SERVICE COVERAGE
			$ 335,367.41		
12/20/2024	AMERICAN TOWER CORPORATION	ACH20	780.00	LEASE EQUIPMENT	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 780.00		
12/20/2024	KEYSTAFF INC	ACH20	889.43	TEMPORARY LABOR	SUPPORT STAFF FOR EMS SUPPLY WAREHOUSE
12/20/2024	KEYSTAFF INC	ACH20	735.84	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/20/2024	KEYSTAFF INC	ACH20	894.24	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/20/2024	KEYSTAFF INC	ACH20	456.96	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/20/2024	KEYSTAFF INC	ACH20	459.36	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/20/2024	KEYSTAFF INC	ACH20	468.00	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
12/20/2024	KEYSTAFF INC	ACH20	383.04	TEMPORARY LABOR	OPERATIONS SUPPORT FOR ARP GRANT
			$ 4,286.87		
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	1,340.32	OTHER CONTRACTUAL SERVICES	SECURITY GUARD AT SPORTS COMPLEX
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	223.89	OTHER OPERATING SUPPLIES	SECURITY IMMOKALEE EVENTS
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	1,052.80	SECURITY SERVICES	SUPPORT SERVICES DELIVERY
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	1,385.00	SECURITY SERVICES	SUPPORT SERVICES DELIVERY
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	940.28	SECURITY SERVICES	SECURITY OF MARCO MUSEUM ARTIFACT

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	1,522.35	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	5,676.82	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	1,014.90	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	955.20	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	2,746.83	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/20/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH20	1,774.00	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
			$ 18,632.39		
12/20/2024	REPONSIVE ANSWERING SERVICE LLC	ACH20	27.67	TELEPHONE BEEPERS BASE COST	PUBLIC COMMUNICATIONS
12/20/2024	REPONSIVE ANSWERING SERVICE LLC	ACH20	27.67	TELEPHONE BEEPERS BASE COST	PUBLIC COMMUNICATIONS
12/20/2024	REPONSIVE ANSWERING SERVICE LLC	ACH20	27.66	TELEPHONE BEEPERS BASE COST	PUBLIC COMMUNICATIONS
			$ 83.00		
12/20/2024	CROWN CASTLE INTERNATIONAL CORP	ACH20	975.00	RENT EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
12/20/2024	CROWN CASTLE INTERNATIONAL CORP	ACH20	700.00	RENT EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 1,675.00		
12/20/2024	Daniel Kowal	ACH20	19.16	MILEAGE REIMBURSEMENT REGULAR	REIMBURSEMENT
12/20/2024	Daniel Kowal	ACH20	123.41	MILEAGE REIMBURSEMENT REGULAR	REIMBURSEMENT
			$ 142.57		
12/20/2024	JOHNSON ENGINEERING LLC	WIR20	2,376.50	INFRASTRUCTURE	REQ INSPECTION FOR APPROVED PROJECT FOR A QUALITY PROJECT
12/20/2024	JOHNSON ENGINEERING LLC	WIR20	1,164.00	OTHER CONTRACTUAL SERVICES	MONITORING IS A REQ FOR THE FREEDOM PARK
12/20/2024	JOHNSON ENGINEERING LLC	WIR20	973.50	OTHER CONTRACTUAL SERVICES	MONITORING IS A REQ FOR THE FREEDOM PARK
12/20/2024	JOHNSON ENGINEERING LLC	WIR20	504.00	OTHER CONTRACTUAL SERVICES	MONITORING IS A REQ FOR THE FREEDOM PARK
12/20/2024	JOHNSON ENGINEERING LLC	WIR20	150.00	OTHER CONTRACTUAL SERVICES	MONITORING IS A REQ FOR THE FREEDOM PARK
12/20/2024	JOHNSON ENGINEERING LLC	WIR20	223.00	OTHER CONTRACTUAL SERVICES	MONITORING IS A REQ FOR THE FREEDOM PARK
12/20/2024	JOHNSON ENGINEERING LLC	WIR20	302.00	OTHER CONTRACTUAL SERVICES	MONITORING IS A REQ FOR THE FREEDOM PARK
			$ 5,693.00		
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	115.05	REIMBURSE P-CARD PURCHASES	IN *WESTVIEW CORP SCREEN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	218.46	REIMBURSE P-CARD PURCHASES	AMAZON.COM*5R5QD6UH3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	128.71	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	25.70	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,480.00	REIMBURSE P-CARD PURCHASES	SQ *SVNM CORP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	134.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z35PT1UO0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	325.65	REIMBURSE P-CARD PURCHASES	AMAZON.COM*Z30SO8081
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	199.00	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	17.70	REIMBURSE P-CARD PURCHASES	AMAZON RETA* YJ81S79O3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	297.63	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*BU36R8PD3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	292.46	REIMBURSE P-CARD PURCHASES	AMAZON RETA* Z39CE38N1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	259.99	REIMBURSE P-CARD PURCHASES	AMAZON MARK* ZL68A4ZT0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	10,000.00	REIMBURSE P-CARD PURCHASES	NAPLES GRANDE SERTFI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	224.87	REIMBURSE P-CARD PURCHASES	PGA NATIONAL RESORT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	7,500.00	REIMBURSE P-CARD PURCHASES	MARRIOTT MARCO ISLAND
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	911.67	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*P76WJ0I33
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,517.04	REIMBURSE P-CARD PURCHASES	SQ *FLASH EQUIPMENT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	35.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*1J3735633
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	299.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL21B23T0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	500.44	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*ZL7PE3XS2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	625.00	REIMBURSE P-CARD PURCHASES	UF TEACHING AND TECHNOLOG
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	625.00	REIMBURSE P-CARD PURCHASES	UF TEACHING AND TECHNOLOG
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	415.95	REIMBURSE P-CARD PURCHASES	DELTA AIR 0062279013528
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	200.00	REIMBURSE P-CARD PURCHASES	SQ *SIGN GYPSIES NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	32.82	REIMBURSE P-CARD PURCHASES	AMAZON.COM*UN2I86N33
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	19.85	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*OA12X2W23
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	16.95	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*OM5FN1IS3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	63.48	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z35VQ1751
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	151.96	REIMBURSE P-CARD PURCHASES	AMAZON RETA* 3N3BZ79D3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	110.99	REIMBURSE P-CARD PURCHASES	AMAZON RETA* Z35ZJ6AU1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	336.75	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*WW4PA2HX3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	495.00	REIMBURSE P-CARD PURCHASES	FSP*NCSC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	22.81	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	28.00	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	26.00	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	22.19	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	86.00	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	88.25	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*GI09H59X3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	201.60	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*F82Y31ZX3

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	339.50	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z36E61AL1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	680.00	REIMBURSE P-CARD PURCHASES	ELECTRO-MECH SCOREBOARD C
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	6,826.49	REIMBURSE P-CARD PURCHASES	SERVICEWEAR APPAREL INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,995.00	REIMBURSE P-CARD PURCHASES	IN *MEGA GRAPHX
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,149.99	REIMBURSE P-CARD PURCHASES	THERO REALTRUCK
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	78.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z30H36T91
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	136.37	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z32NV5TM1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	177.48	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z34G55AW0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	5.93	REIMBURSE P-CARD PURCHASES	AMAZON.COM*UP3PN82M3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	394.95	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*AE5ZC4ZV3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	33.24	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*FH3XG50G3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	755.00	REIMBURSE P-CARD PURCHASES	HAMPTON INNS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	755.00	REIMBURSE P-CARD PURCHASES	HAMPTON INNS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,477.36	REIMBURSE P-CARD PURCHASES	AMAZON.COM*GT94F0MA3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	54.10	REIMBURSE P-CARD PURCHASES	AMAZON.COM*283K89S83
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	140.00	REIMBURSE P-CARD PURCHASES	AMAZON.COM*906L633J3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	221.17	REIMBURSE P-CARD PURCHASES	AMAZON.COM*CI9YY01R3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	328.16	REIMBURSE P-CARD PURCHASES	AMAZON.COM*DQ55954I3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	9.29	REIMBURSE P-CARD PURCHASES	AMAZON.COM*P11NL28Q3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	139.90	REIMBURSE P-CARD PURCHASES	AMAZON.COM*Z31BA1N30
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	366.21	REIMBURSE P-CARD PURCHASES	AMAZON.COM*Z32LF8GD2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	19.25	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZL3714F82
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	572.61	REIMBURSE P-CARD PURCHASES	REI*MATTHEW BENDER &CO
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,399.90	REIMBURSE P-CARD PURCHASES	ANIMAL TRAPS & SUPPLIES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	619.00	REIMBURSE P-CARD PURCHASES	CHEWY.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	619.00	REIMBURSE P-CARD PURCHASES	CHEWY.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	207.26	REIMBURSE P-CARD PURCHASES	COMMERCIAL GLASS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	498.00	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(339.98)	REIMBURSE P-CARD PURCHASES	THE WEBSTAURANT STORE INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(20.40)	REIMBURSE P-CARD PURCHASES	THE WEBSTAURANT STORE INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	150.00	REIMBURSE P-CARD PURCHASES	WEDGEWOOD PHARMACY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,802.75	REIMBURSE P-CARD PURCHASES	WEDGEWOOD PHARMACY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	419.50	REIMBURSE P-CARD PURCHASES	WEDGEWOOD PHARMACY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	196.75	REIMBURSE P-CARD PURCHASES	WEDGEWOOD PHARMACY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	148.50	REIMBURSE P-CARD PURCHASES	WEDGEWOOD PHARMACY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	121.87	REIMBURSE P-CARD PURCHASES	DITCH WITCH FORT LAUDERDA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	77.80	REIMBURSE P-CARD PURCHASES	EVERGLADES EQUIP GROUP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	15.07	REIMBURSE P-CARD PURCHASES	EVERGLADES EQUIP GROUP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,298.28	REIMBURSE P-CARD PURCHASES	VER-MAC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	18.39	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL12W0IM1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	18.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL2TQ1IT0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	35.29	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR84T2GA0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	51.29	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX4SA5L42
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	113.15	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR2BS21V2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	143.87	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*ZL39L3UP2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	4,370.00	REIMBURSE P-CARD PURCHASES	DIRECT IMPRESSIONS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	592.44	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,728.90	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	198.78	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	249.50	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	691.06	REIMBURSE P-CARD PURCHASES	SUNSHINE ACE -GOLDEN GAT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,328.50	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,800.00	REIMBURSE P-CARD PURCHASES	PAYPAL *MARINEASSET MARIN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	654.02	REIMBURSE P-CARD PURCHASES	EMBASSY SUITES DWNTWN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	570.02	REIMBURSE P-CARD PURCHASES	EMBASSY SUITES DWNTWN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	44.00	REIMBURSE P-CARD PURCHASES	PAM IORIO GARAGE DAILY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	9.54	REIMBURSE P-CARD PURCHASES	SUNPASS*ACC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	366.37	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZV7VJ2RE3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	350.00	REIMBURSE P-CARD PURCHASES	TROPICALAQU
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	269.91	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL0KC52S0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	668.47	REIMBURSE P-CARD PURCHASES	GULF COAST DUMPSTER SE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	779.00	REIMBURSE P-CARD PURCHASES	LOWES #00907*
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	50.00	REIMBURSE P-CARD PURCHASES	PUBLIX #1252
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	668.47	REIMBURSE P-CARD PURCHASES	GULF COAST DUMPSTER SE

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	67.98	REIMBURSE P-CARD PURCHASES	AMAZON RETA* Z32F615L1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,279.40	REIMBURSE P-CARD PURCHASES	FSP*QT PETROLEUM ON DEMAN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	481.53	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	17.98	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	407.99	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	65.14	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	12.50	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 105910
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,500.00	REIMBURSE P-CARD PURCHASES	FLORIDA STORMWATER ASSOCI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,900.00	REIMBURSE P-CARD PURCHASES	SQ *ENEDY WELDING SERVICE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,189.04	REIMBURSE P-CARD PURCHASES	COVETRUS NORTH AMERICA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	32.46	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*WT87I5ZE3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	11.89	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z34IH4TX0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	59.89	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL3BM7141
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,375.00	REIMBURSE P-CARD PURCHASES	JACK AND ANN'S FEED & SU
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	644.44	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	167.53	REIMBURSE P-CARD PURCHASES	VZWRLSS*MY VZ VB P
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	290.04	REIMBURSE P-CARD PURCHASES	VZWRLSS*BILL PAY VB
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	7.00	REIMBURSE P-CARD PURCHASES	MAST FAMILY CULLIGAN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	61.59	REIMBURSE P-CARD PURCHASES	MAST FAMILY CULLIGAN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	72.74	REIMBURSE P-CARD PURCHASES	UBER *TRIP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	13.61	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	42.17	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	235.32	REIMBURSE P-CARD PURCHASES	BEST WESTERN HOTELS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(77.71)	REIMBURSE P-CARD PURCHASES	BEST WESTERN HOTELS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	50.00	REIMBURSE P-CARD PURCHASES	NIC*FDEP PAYMENT SYS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	47.00	REIMBURSE P-CARD PURCHASES	TOWNE PARK 1076- DIPLOMA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,298.83	REIMBURSE P-CARD PURCHASES	LOWES #02261*
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(43.29)	REIMBURSE P-CARD PURCHASES	HAMPTON INN JACKSONVILLE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	374.67	REIMBURSE P-CARD PURCHASES	HAMPTON INN JACKSONVILLE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	30.00	REIMBURSE P-CARD PURCHASES	SUNPASS*ACC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(1,130.00)	REIMBURSE P-CARD PURCHASES	DISPUTE CREDIT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,069.50	REIMBURSE P-CARD PURCHASES	GRAINGER
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,345.52	REIMBURSE P-CARD PURCHASES	VERIZONWRLSS*RTCCR VB
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	129.10	REIMBURSE P-CARD PURCHASES	ALL WORLD LIFT TRUCK
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	111.00	REIMBURSE P-CARD PURCHASES	GRILL & FILL EAST STORE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,517.30	REIMBURSE P-CARD PURCHASES	SARLO MOWERS - NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,050.00	REIMBURSE P-CARD PURCHASES	THE BATTERY STORE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	430.00	REIMBURSE P-CARD PURCHASES	THE BATTERY STORE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,529.19	REIMBURSE P-CARD PURCHASES	CUSTOMTEESNOW
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,069.22	REIMBURSE P-CARD PURCHASES	CUSTOMTEESNOW
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	226.48	REIMBURSE P-CARD PURCHASES	HALLOWEENCOSTUMES.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(163.00)	REIMBURSE P-CARD PURCHASES	BEST WESTERN HOTELS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(12.54)	REIMBURSE P-CARD PURCHASES	HALLOWEENCOSTUMES.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	215.00	REIMBURSE P-CARD PURCHASES	AMERICAN RED CROSS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	745.00	REIMBURSE P-CARD PURCHASES	TDA CONSULTING
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,330.00	REIMBURSE P-CARD PURCHASES	AMERICAN ASSOCIATION O
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	7.00	REIMBURSE P-CARD PURCHASES	DBA RSW PARKING RSW PARKI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	157.94	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #3417
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	48.68	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 105910
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	615.00	REIMBURSE P-CARD PURCHASES	MYTTCONLINE.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,579.96	REIMBURSE P-CARD PURCHASES	BT *NATURAL WATERSCAP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	102.50	REIMBURSE P-CARD PURCHASES	NIC*- FL DEPT OF AGRI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	675.73	REIMBURSE P-CARD PURCHASES	OFFICE DEPOT #1165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	397.14	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	409.04	REIMBURSE P-CARD PURCHASES	SARLO MOWERS - NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	81.46	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 105910
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	92.24	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB7GZ1X
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,802.12	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL6024PI1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	9.58	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	44.95	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	26.99	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	13.50	REIMBURSE P-CARD PURCHASES	IN *NAPLES AWARDS,INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	16.95	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*YS6EM7LL3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	69.99	REIMBURSE P-CARD PURCHASES	AMAZON RETA* SE9P74CF3

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	599.97	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*XH7BR4UM3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	27.50	REIMBURSE P-CARD PURCHASES	DIRECT IMPRESSIONS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	800.00	REIMBURSE P-CARD PURCHASES	NRPA OPERATING
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	433.82	REIMBURSE P-CARD PURCHASES	MORAVELAS PIZZA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	78.05	REIMBURSE P-CARD PURCHASES	SUPERIOR POOL - 415A
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	552.00	REIMBURSE P-CARD PURCHASES	TROPHY CASE OF NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	167.91	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	122.56	REIMBURSE P-CARD PURCHASES	MICHAELS STORES 1280
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	28.75	REIMBURSE P-CARD PURCHASES	DOLLAR TREE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	71.47	REIMBURSE P-CARD PURCHASES	HOBBY-LOBBY #736
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,500.00	REIMBURSE P-CARD PURCHASES	FLORIDA LIBRARY ASSOCIATI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	104.44	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	168.96	REIMBURSE P-CARD PURCHASES	PUBLIX #1752
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	21.59	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*GE5YT0VJ3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	441.00	REIMBURSE P-CARD PURCHASES	INTERNATIONAL FACILITY M
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	27.00	REIMBURSE P-CARD PURCHASES	IN *NAPLES AWARDS,INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	648.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z38Q01192
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	289.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL3DV8162
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	488.91	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	21.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z94TJ9JK3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	105.00	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*EM51P9MT3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	217.00	REIMBURSE P-CARD PURCHASES	AMERICAN SOCIETY OF SAFE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	325.00	REIMBURSE P-CARD PURCHASES	FSP*BCSP BOARD OF CERT SA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	217.00	REIMBURSE P-CARD PURCHASES	AMERICAN SOCIETY OF SAFE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	180.00	REIMBURSE P-CARD PURCHASES	FSP*BCSP BOARD OF CERT SA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	111.38	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z323K9NN2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,063.75	REIMBURSE P-CARD PURCHASES	JET-CARE INTERNATIONAL IN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	2,060.00	REIMBURSE P-CARD PURCHASES	FLORIDA SPORTS FOUNDATION
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,944.00	REIMBURSE P-CARD PURCHASES	AEDCENTER.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,799.00	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,690.40	REIMBURSE P-CARD PURCHASES	DECKS & DOCKS-NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,583.22	REIMBURSE P-CARD PURCHASES	LAMBERT VET SUPPLY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	427.99	REIMBURSE P-CARD PURCHASES	AMAZON.COM*U870L19M3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	126.44	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	39.70	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	575.00	REIMBURSE P-CARD PURCHASES	PAYPAL *EXPLORITECH
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	229.98	REIMBURSE P-CARD PURCHASES	TECH-TRONICS PRODUCTIONS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	608.52	REIMBURSE P-CARD PURCHASES	WWW.MAILINGSUPPLIES.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	111.24	REIMBURSE P-CARD PURCHASES	AGRI SUPPLY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,426.60	REIMBURSE P-CARD PURCHASES	EH WACHS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	37.96	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL4JB81J1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,473.82	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*EL6D79413
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	49.96	REIMBURSE P-CARD PURCHASES	AMAZON MARK* ZL8OE3RV2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,460.86	REIMBURSE P-CARD PURCHASES	SAM GALLOWAY FORD-LINCOLN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	9.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL2O74RQ2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	659.88	REIMBURSE P-CARD PURCHASES	ADOBE *ADOBE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	147.00	REIMBURSE P-CARD PURCHASES	AMAZON RETA* 7I9FV1733
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	147.00	REIMBURSE P-CARD PURCHASES	AMAZON RETA* J46GN5MA3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	47.50	REIMBURSE P-CARD PURCHASES	AUTHORIZE.NET
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	112.74	REIMBURSE P-CARD PURCHASES	GOOGLE *CLOUD JGPBMB
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	135.00	REIMBURSE P-CARD PURCHASES	MAILCHIMP *MISC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,406.40	REIMBURSE P-CARD PURCHASES	GAN-FL LOCALIQ ADV
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	963.71	REIMBURSE P-CARD PURCHASES	FAMILY FIRST EVENTS AND R
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	391.64	REIMBURSE P-CARD PURCHASES	FUN EXPRESS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	265.50	REIMBURSE P-CARD PURCHASES	CMMRCL FITNESS PRDUCTS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	164.40	REIMBURSE P-CARD PURCHASES	COMCAST/XFINITY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,278.86	REIMBURSE P-CARD PURCHASES	SMITH & DESHIELDS INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,117.00	REIMBURSE P-CARD PURCHASES	LOWES #00907*
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	85.98	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	75.00	REIMBURSE P-CARD PURCHASES	FFMA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	140.00	REIMBURSE P-CARD PURCHASES	FFMA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	34.67	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	70.60	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL16S2PW1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	95.00	REIMBURSE P-CARD PURCHASES	PAYPAL *FFMIA FFMIA

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	594.28	REIMBURSE P-CARD PURCHASES	SHERWIN-WILLIAMS702002
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,197.00	REIMBURSE P-CARD PURCHASES	IPAD RECEPTIONIST
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	208.90	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,200.00	REIMBURSE P-CARD PURCHASES	ICMA ONLINE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	239.88	REIMBURSE P-CARD PURCHASES	ADOBE *ADOBE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	212.00	REIMBURSE P-CARD PURCHASES	NAPLES PRI* NAPLES PRI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,067.75	REIMBURSE P-CARD PURCHASES	NATIONAL PLASTICS AND SEA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	538.00	REIMBURSE P-CARD PURCHASES	MARRIOTT MARCO ISLAND
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	240.00	REIMBURSE P-CARD PURCHASES	BEACH BUGZ
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	647.33	REIMBURSE P-CARD PURCHASES	PINCHERS CRAB SHACK -
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	388.80	REIMBURSE P-CARD PURCHASES	HILTON HOTELS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	172.20	REIMBURSE P-CARD PURCHASES	HAVANNA CAFE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	40.01	REIMBURSE P-CARD PURCHASES	SUNSHINE ACE -GOLDEN GAT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	743.00	REIMBURSE P-CARD PURCHASES	4 ALL PROMOS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	960.00	REIMBURSE P-CARD PURCHASES	IN *THE SKY'S THE LIMIT C
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	174.00	REIMBURSE P-CARD PURCHASES	PROJECT MANAGEMENT INSTIT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	32.49	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	16.53	REIMBURSE P-CARD PURCHASES	WAL-MART #1119
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	7,475.00	REIMBURSE P-CARD PURCHASES	DOHAPPYBOUN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(44.99)	REIMBURSE P-CARD PURCHASES	AMAZON MKTPLACE PMTS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	90.95	REIMBURSE P-CARD PURCHASES	BUDGET NOTARY SERVICES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	120.00	REIMBURSE P-CARD PURCHASES	CANVA* I04352-47308636
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	37.50	REIMBURSE P-CARD PURCHASES	GSL INVESTMENT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	24.98	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	36.98	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	840.32	REIMBURSE P-CARD PURCHASES	PROMPT WRECKER SERVICE &
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,200.00	REIMBURSE P-CARD PURCHASES	NAPLES BOTANICAL GARDE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	31.01	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	624.00	REIMBURSE P-CARD PURCHASES	PROMPT WRECKER SERVICE &
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	63.64	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	624.00	REIMBURSE P-CARD PURCHASES	PROMPT WRECKER SERVICE &
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	79.75	REIMBURSE P-CARD PURCHASES	AMERICAN FARMS LLC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	624.00	REIMBURSE P-CARD PURCHASES	PROMPT WRECKER SERVICE &
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	105.00	REIMBURSE P-CARD PURCHASES	AMERICAN FARMS LLC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	88.13	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z389G9RC2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	624.00	REIMBURSE P-CARD PURCHASES	PROMPT WRECKER SERVICE &
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	81.63	REIMBURSE P-CARD PURCHASES	AMAZON.COM*SR5U04L93
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	369.77	REIMBURSE P-CARD PURCHASES	FACEBK *PMMNJG8HP2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	191.10	REIMBURSE P-CARD PURCHASES	AMAZON.COM*LS4GD9ZO3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	189.84	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #5391
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	180.00	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB4HC5Q
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	67.20	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,000.00	REIMBURSE P-CARD PURCHASES	NIC*FDEP PAYMENT SYS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	12.09	REIMBURSE P-CARD PURCHASES	HOMEDEPOT.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	185.00	REIMBURSE P-CARD PURCHASES	ASFPM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	19.99	REIMBURSE P-CARD PURCHASES	OFFICE DEPOT #1165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	180.00	REIMBURSE P-CARD PURCHASES	ASFPM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	180.00	REIMBURSE P-CARD PURCHASES	ASFPM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	177.80	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	450.00	REIMBURSE P-CARD PURCHASES	WAVE - *PRINCESS ENTERTAI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,297.80	REIMBURSE P-CARD PURCHASES	IN *D3JE LLC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,500.00	REIMBURSE P-CARD PURCHASES	MASQUERADE & BALLOONS GAL
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	400.00	REIMBURSE P-CARD PURCHASES	APPRAISAL INSTITUTE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	108.95	REIMBURSE P-CARD PURCHASES	BUDGET NOTARY SERVICES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	345.00	REIMBURSE P-CARD PURCHASES	ITE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	49.00	REIMBURSE P-CARD PURCHASES	NIC*-DEPT BUS & PROF R
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	977.50	REIMBURSE P-CARD PURCHASES	MAILCHIMP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	45.27	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	50.00	REIMBURSE P-CARD PURCHASES	PAYPAL *HAGENENTERP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	265.00	REIMBURSE P-CARD PURCHASES	FLORIDA SURVEYING & MAPPI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	460.00	REIMBURSE P-CARD PURCHASES	FLORIDA SURVEYING & MAPPI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	62.19	REIMBURSE P-CARD PURCHASES	MAC TOOLS - NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	580.63	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZR4369TY1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	195.00	REIMBURSE P-CARD PURCHASES	FITNESS MACHINE TECHNICIA

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	367.50	REIMBURSE P-CARD PURCHASES	FITNESS MACHINE TECHNICIA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	138.95	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZX6R76JJ2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	287.85	REIMBURSE P-CARD PURCHASES	HYDRAULIC SUPPLY COMPA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	875.00	REIMBURSE P-CARD PURCHASES	GREENWAY LANDSCAPE SUPPLY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	350.00	REIMBURSE P-CARD PURCHASES	TROPICALAQU
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	24.46	REIMBURSE P-CARD PURCHASES	FEDEX31496163
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	30.84	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR1QS2Y12
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	44.99	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZR0DV0B30
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	900.00	REIMBURSE P-CARD PURCHASES	GREENLING ROOFING
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	27.60	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX39I5ND0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	122.13	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	25.41	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	26.57	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	911.16	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZR7A02PQ1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	517.50	REIMBURSE P-CARD PURCHASES	ULINE *SHIP SUPPLIES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	531.95	REIMBURSE P-CARD PURCHASES	OAK HALL CAP & GOWN
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	312.24	REIMBURSE P-CARD PURCHASES	STAPLS7646553060000001
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	7.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR72M3CN2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	64.37	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	25.89	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	56.17	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZX5P70352
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	132.08	REIMBURSE P-CARD PURCHASES	SHI INTERNATIONAL CORP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	13.74	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR3WR2WG0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	66.00	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	15.98	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZX5SH2LA0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	750.00	REIMBURSE P-CARD PURCHASES	NAPLES BOTANICAL GARDE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	38.72	REIMBURSE P-CARD PURCHASES	TST*THE FISH HOUSE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,170.00	REIMBURSE P-CARD PURCHASES	AAA BLIND FACTORY
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	450.00	REIMBURSE P-CARD PURCHASES	PELUSO MOVERS INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	260.00	REIMBURSE P-CARD PURCHASES	PELUSO MOVERS INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	75.31	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZQ8N81191
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	97.71	REIMBURSE P-CARD PURCHASES	MILLER-STEPHENSON CHEMICA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	179.20	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*ZL9DW9Q72
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	207.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR6A02ET1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	690.21	REIMBURSE P-CARD PURCHASES	SUPPLIES PLUS - NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	269.04	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZX21T0G32
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	535.90	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZX3GG1EP0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	225.14	REIMBURSE P-CARD PURCHASES	AMAZON RETA* ZX5RR2NH0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	184.22	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR5J92YB2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,320.55	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX79G5LV2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	475.40	REIMBURSE P-CARD PURCHASES	GRAINGER
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	640.10	REIMBURSE P-CARD PURCHASES	GRAINGER
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	367.18	REIMBURSE P-CARD PURCHASES	GRAINGER
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	13.99	REIMBURSE P-CARD PURCHASES	AMAZON.COM*Z34TC8BL2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	882.63	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR0TQ5YV2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	214.96	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR3TL2SV2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	23.48	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR5CY2X02
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	35.97	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR6VP8K00
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	27.20	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR3D69071
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	17.09	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZX3WG3O30
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	148.76	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZX42U75R2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	15.99	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR11I1BW1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	46.44	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR6WY8WM0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	898.40	REIMBURSE P-CARD PURCHASES	HAMPTON WESLEY CHAPEL
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(165.17)	REIMBURSE P-CARD PURCHASES	HAMPTON WESLEY CHAPEL
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	128.00	REIMBURSE P-CARD PURCHASES	DEVOE BUICK GMC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	315.00	REIMBURSE P-CARD PURCHASES	TACTICALGEAR.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	13.68	REIMBURSE P-CARD PURCHASES	LOWES #00613*
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	450.00	REIMBURSE P-CARD PURCHASES	SQ *ENEDY WELDING SERVICE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	195.51	REIMBURSE P-CARD PURCHASES	LOWES #00613*
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	288.74	REIMBURSE P-CARD PURCHASES	PROLINE EQUIPMENT INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	181.00	REIMBURSE P-CARD PURCHASES	SUNTAMERS, INC.
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	848.88	REIMBURSE P-CARD PURCHASES	4IMPRINT, INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	3,747.00	REIMBURSE P-CARD PURCHASES	SUTHERLAND GENERAL STORE

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	921.30	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	655.98	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,050.00	REIMBURSE P-CARD PURCHASES	THE BATTERY STORE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	326.98	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*ZX46S3GT0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	293.72	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*Z12PR2TV2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,405.89	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	870.24	REIMBURSE P-CARD PURCHASES	GRAINGER
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	357.73	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 100188
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	335.83	REIMBURSE P-CARD PURCHASES	VTECH I-O
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	247.09	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	1,235.51	REIMBURSE P-CARD PURCHASES	GORDON ELECTRIC SUPPLY I
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	902.26	REIMBURSE P-CARD PURCHASES	TRACTOR SUPPLY #1199
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	595.20	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	314.88	REIMBURSE P-CARD PURCHASES	AMAZON MARK* ZR3KP6P10
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	916.79	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z30HG2M11
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	340.00	REIMBURSE P-CARD PURCHASES	LOCUSUSA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	175.00	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z34LZ88W2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	269.12	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL0890DK2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	894.10	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX7FA9EQ0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	487.47	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	87.20	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*QO4JR5FU3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	400.54	REIMBURSE P-CARD PURCHASES	OUTERLINK
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	276.31	REIMBURSE P-CARD PURCHASES	VERIZONWRLSS*RTCCR VB
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	16.82	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	17.62	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*AY70E05X3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	361.19	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*XL92C9TU3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	528.95	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	365.93	REIMBURSE P-CARD PURCHASES	SP KNOT ROPE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	81.56	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	496.00	REIMBURSE P-CARD PURCHASES	INTERNATIONAL FACILITY M
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	89.06	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z31DT5SU0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	154.41	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL1QH8IN0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	260.00	REIMBURSE P-CARD PURCHASES	PELUSO MOVERS INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	98.28	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL5GO8312
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	175.68	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL6EG3RZ1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	115.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR1UE19D2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	49.61	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL8RR2NN0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	668.00	REIMBURSE P-CARD PURCHASES	HAMPTON INNS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(54.45)	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	329.78	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*ZX0KZ1AQ1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	58.38	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*LM0QO1FE3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	70.56	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL7LH53P2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	79.79	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z30WQ56V1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	12.23	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z35MO7A41
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	29.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z31LL6AV1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	33.89	REIMBURSE P-CARD PURCHASES	AMAZON.COM*ZR3Y37LU0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	120.49	REIMBURSE P-CARD PURCHASES	PMT*FL LICENSE/TAG/ASMT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	240.98	REIMBURSE P-CARD PURCHASES	PMT*FL LICENSE/TAG/ASMT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	234.08	REIMBURSE P-CARD PURCHASES	TURN KEY EVENTS LLC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	3.00	REIMBURSE P-CARD PURCHASES	SQ *AA RSW CURB
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	461.91	REIMBURSE P-CARD PURCHASES	RWLV HOTEL FRONT DESK
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	(226.76)	REIMBURSE P-CARD PURCHASES	RWLV HOTEL FRONT DESK
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	331.14	REIMBURSE P-CARD PURCHASES	US TRANSPORT NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	224.54	REIMBURSE P-CARD PURCHASES	PALM PRINTING
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	311.06	REIMBURSE P-CARD PURCHASES	US TRANSPORT NAPLES
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	123.01	REIMBURSE P-CARD PURCHASES	AMAZON MARK* Z36GL0XE0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	499.00	REIMBURSE P-CARD PURCHASES	NATIONAL SAFETY COUNCIL
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	113.97	REIMBURSE P-CARD PURCHASES	AMAZON MARK* ZX5QB1FA2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	126.00	REIMBURSE P-CARD PURCHASES	STICKER MULE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	360.00	REIMBURSE P-CARD PURCHASES	MARQ
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	369.00	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR5U83431
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	427.99	REIMBURSE P-CARD PURCHASES	THE BATTERY STORE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	30.00	REIMBURSE P-CARD PURCHASES	FL SC IIA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	161.34	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z19KZ52M2

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	404.00	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB7ZD8K
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	185.00	REIMBURSE P-CARD PURCHASES	INFORMATION SYSTEM AUDIT
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	55.68	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX8Y67AI0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	36.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX4P88Z31
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	26.68	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX1PS2FH1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	42.00	REIMBURSE P-CARD PURCHASES	TIGERTAIL GIFT SHOP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	239.78	REIMBURSE P-CARD PURCHASES	AMAZON RETA* OO7IM3RX3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	76.71	REIMBURSE P-CARD PURCHASES	HYDRAULIC SUPPLY COMPA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	9.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL0F87Q41
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	368.90	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX0D34FJ2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	72.97	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR4F50RS2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	99.06	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR2176XV0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	74.96	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR8FJ1IN2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	144.00	REIMBURSE P-CARD PURCHASES	GRAMMARLY CO*W6FEJOL
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	24.97	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR8FE8IT2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	46.96	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR1Y94U82
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	102.93	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR0V17C31
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	24.97	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	138.00	REIMBURSE P-CARD PURCHASES	AMERICAN RED CROSS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	250.98	REIMBURSE P-CARD PURCHASES	JOHN COLLINS AUTO PARTS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	164.99	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*K585J1IK3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	79.80	REIMBURSE P-CARD PURCHASES	JOANN STORES*JOANN.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	119.39	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	334.95	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*K11WJ3533
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	96.38	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #0280
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	44.95	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*NG3FU4JP3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	38.58	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z10NF9CD2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	79.90	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX2RQ79F0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	113.94	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z31BW6050
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	410.00	REIMBURSE P-CARD PURCHASES	MAILCHIMP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	265.86	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*Z38IC3BX2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	10.74	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	285.20	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	30.60	REIMBURSE P-CARD PURCHASES	PHYSICIANS REGIONAL MEDIC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	420.15	REIMBURSE P-CARD PURCHASES	FUN EXPRESS
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	5.78	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	5.94	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101214
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	203.54	REIMBURSE P-CARD PURCHASES	PUBLIX #811
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	156.94	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL7ES8CH0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	128.56	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #5391
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	84.76	REIMBURSE P-CARD PURCHASES	PANERA BREAD #601094 O
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	138.82	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #5055
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	140.00	REIMBURSE P-CARD PURCHASES	DOLLARTREE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	99.98	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL7KE2MF1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	105.00	REIMBURSE P-CARD PURCHASES	CDW GOVT #AB5478Z
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	140.00	REIMBURSE P-CARD PURCHASES	FFMA
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	180.00	REIMBURSE P-CARD PURCHASES	ASFPM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	223.96	REIMBURSE P-CARD PURCHASES	OFFICE DEPOT #1165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	108.00	REIMBURSE P-CARD PURCHASES	APCO INTERNATIONAL INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	50.00	REIMBURSE P-CARD PURCHASES	MOTOROLA T USERS GROUP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	108.00	REIMBURSE P-CARD PURCHASES	APCO INTERNATIONAL INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	130.09	REIMBURSE P-CARD PURCHASES	AMAZON.COM*Z33FQ83P2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	180.00	REIMBURSE P-CARD PURCHASES	PDH SUNCAM LLC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	350.00	REIMBURSE P-CARD PURCHASES	USPS PO 1162770465
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	30.00	REIMBURSE P-CARD PURCHASES	NIC*-LEEWAY VIOLATIONE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	207.08	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	360.38	REIMBURSE P-CARD PURCHASES	THE WEBSTAURANT STORE INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	51.91	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL6SN8DK0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	59.32	REIMBURSE P-CARD PURCHASES	WALMART.COM
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	59.99	REIMBURSE P-CARD PURCHASES	ADOBE *ADOBE
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	33.00	REIMBURSE P-CARD PURCHASES	DBA RSW PARKING RSW PARKI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	139.96	REIMBURSE P-CARD PURCHASES	AMAZON MARK* Z16121ZR0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	503.81	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	13.14	REIMBURSE P-CARD PURCHASES	AMAZON MARK* Z38JZ8AW2

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12/20/2024	JPMORGAN CHASE BANK NA	JPM20	16.82	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	260.00	REIMBURSE P-CARD PURCHASES	PELUSO MOVERS INC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	185.00	REIMBURSE P-CARD PURCHASES	IN *GALLERY SYSTEM ART DI
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	364.01	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	31.98	REIMBURSE P-CARD PURCHASES	AMZN MKTP US*Z33439RM1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	10.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*KP4BC33H3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	54.53	REIMBURSE P-CARD PURCHASES	AMAZON.COM*NY08Y3XF3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	16.87	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL4QG2A92
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	131.04	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL7IO3HN0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	43.02	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL44M1TS2
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	55.93	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL33R1FQ0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	150.19	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL7H17A02
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	49.90	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL4HU8H32
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	24.33	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	6.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL18C0YS0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	9.89	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*YU82675T3
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	119.00	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	195.92	REIMBURSE P-CARD PURCHASES	WEST MARINE #1304
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	33.31	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZL88W9XO1
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	29.45	REIMBURSE P-CARD PURCHASES	THE HOME DEPOT #6348
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	152.58	REIMBURSE P-CARD PURCHASES	VZWRLSS*BILL PAY VB
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	275.00	REIMBURSE P-CARD PURCHASES	EEOC TRAINING INST
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	12.99	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR5SA7JP0
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	270.07	REIMBURSE P-CARD PURCHASES	IN *GIFTS N MORE LLC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	270.00	REIMBURSE P-CARD PURCHASES	FLORIDA PUBLIC HUMAN R
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	111.44	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZX1588M72
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	270.00	REIMBURSE P-CARD PURCHASES	MAILCHIMP
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	122.56	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	92.80	REIMBURSE P-CARD PURCHASES	WAL-MART #5391
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	171.88	REIMBURSE P-CARD PURCHASES	WM SUPERCENTER #5391
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	18.81	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	219.00	REIMBURSE P-CARD PURCHASES	NNA SERVICES LLC
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	8.61	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	192.99	REIMBURSE P-CARD PURCHASES	OFFICE DEPOT #1165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	47.08	REIMBURSE P-CARD PURCHASES	ADVANCE AUTO PARTS #9274
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	170.28	REIMBURSE P-CARD PURCHASES	ODP BUS SOL LLC # 101165
12/20/2024	JPMORGAN CHASE BANK NA	JPM20	105.88	REIMBURSE P-CARD PURCHASES	AMAZON MKTPL*ZR9SL48M1
			$ 224,334.02		
12/20/2024	EBL PARTNERS, LLC	226494	987.50	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/20/2024	EBL PARTNERS, LLC	226494	55,762.14	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 56,749.64		
12/20/2024	PREFERRED MATERIALS INC	ACHOC	102,475.00	OTHER CONTRACTUAL SERVICES	SAFETY SIDEWALK IMPROVEMENTS
			$ 102,475.00		
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	9,740.20	SALES TAX CERTIFICATE PARKS AND REC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	146.78	SALES TAX COMMERCIAL RENTAL	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	2,551.10	SALES TAX CERTIFICATE PARKS AND REC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	601.98	SALES TAX COMMERCIAL RENTAL	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	(30.00)	MISCELLANEOUS COMMISSIONS	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	511.28	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	65.06	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	1,117.04	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	76.14	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	14.70	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	71.55	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	484.79	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	14.70	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	9,444.53	SALES TAX CERTIFICATE BOCC	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	(30.00)	MISCELLANEOUS COMMISSIONS	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	342.00	SALES TAX GOODLAND MARINA	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	(8.55)	MISCELLANEOUS COMMISSIONS	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	52.36	SALES TAX CERT-PORT OF THE ISLANDS MARINA	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	(1.31)	MISCELLANEOUS COMMISSIONS	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	1,323.61	SALES TAX PAYABLE - NCRP	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	111.60	SALES TAX NCRP COMM RENTAL	NOVEMBER 2024 SALES TAX

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12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	(30.00)	MISCELLANEOUS COMMISSIONS	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	124.08	SALES TAX CERTIFICATE COCOHATCHEE	NOVEMBER 2024 SALES TAX
12/23/2024	FLORIDA DEPARTMENT OF REVENUE	BCCWC	(3.10)	MISCELLANEOUS COMMISSIONS	NOVEMBER 2024 SALES TAX
			$ 26,690.54		
12/23/2024	HABITAT FOR HUMANITY OF	226495	681.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 681.00		
12/23/2024	KIRK SANDERS	226496	1,950.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,950.00		
12/23/2024	MHP BEMBRIDGE, LLC	226497	1,519.96	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,519.96		
12/23/2024	NEWREZ LLC	226498	742.99	DISASTER ASSISTANCE	CARES RELIEF
			$ 742.99		
12/23/2024	PENNYMAC LOAN SERVICES, LLC	226499	1,461.82	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,461.82		
12/23/2024	PENNYMAC LOAN SERVICES, LLC	226500	2,332.95	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,332.95		
12/23/2024	SREIT TUSCAN ISLE, L.L.C.	226501	743.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 743.00		
12/23/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	996.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
12/23/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	996.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
12/23/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	996.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
12/23/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	996.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
12/23/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	996.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
12/23/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	996.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
12/23/2024	COMMUNITY ASSISTED AND SUPPORTED LI	ACHCA	996.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 6,972.00		
12/23/2024	SPRINGHURST PROPERTIES LLC	ACHCA	3,200.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 3,200.00		
12/23/2024	G. AZAR ELECTRIC INC	ACHCA	3,500.00	REMITTANCES PRIVATE ORGANIZATIONS	CARES RELIEF
			$ 3,500.00		
12/23/2024	TEEN LLC	ACHCA	3,500.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 3,500.00		
12/23/2024	ADVANCED ROOFING INC	226502	1,293.40	ROOFING CONTRACTORS	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	ADVANCED ROOFING INC	226502	5,060.10	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 6,353.50		
12/23/2024	AMERIGAS PROPANE LP	226503	558.31	GAS SERVICE	EMS PROPANE FOR STOVES/GENERATORS FOR EMS STATIONS
			$ 558.31		
12/23/2024	BLOCKER & LEWIS ENTERPRISES INC	226504	119.52	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
12/23/2024	BLOCKER & LEWIS ENTERPRISES INC	226504	108.97	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
12/23/2024	BLOCKER & LEWIS ENTERPRISES INC	226504	74.57	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
12/23/2024	BLOCKER & LEWIS ENTERPRISES INC	226504	295.65	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/23/2024	BLOCKER & LEWIS ENTERPRISES INC	226504	85.12	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
12/23/2024	BLOCKER & LEWIS ENTERPRISES INC	226504	73.97	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
			$ 757.80		
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	94.50	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	20.00	FLEET R AND M INVENTORY	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	111.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	90.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	131.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	10.00	FLEET R AND M INVENTORY	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	93.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	2.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	165.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	63.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	139.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	592.30	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	740.10	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	1,184.60	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	1,109.64	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	715.56	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	COLLIER TIRE & AUTO REPAIR	226505	119.26	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 5,380.46		
12/23/2024	COMMERCIAL GLASS & RESTAURANT SUPP	226506	4,250.00	OTHER CONTRACTUAL SERVICES	PROVIDE A COMMERCIAL APPLIANCE TO A COUNTY FACILITY
12/23/2024	COMMERCIAL GLASS & RESTAURANT SUPP	226506	525.00	OTHER CONTRACTUAL SERVICES	PROVIDE A COMMERCIAL APPLIANCE TO A COUNTY FACILITY

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12/23/2024	COMMERCIAL GLASS & RESTAURANT SUPP	226506	777.50	OTHER CONTRACTUAL SERVICES	PROVIDE A COMMERCIAL APPLIANCE TO A COUNTY FACILITY
12/23/2024	COMMERCIAL GLASS & RESTAURANT SUPP	226506	289.00	OTHER CONTRACTUAL SERVICES	PROVIDE A COMMERCIAL APPLIANCE TO A COUNTY FACILITY
12/23/2024	COMMERCIAL GLASS & RESTAURANT SUPP	226506	300.22	POSTAGE FREIGHT AND UPS	PROVIDE A COMMERCIAL APPLIANCE TO A COUNTY FACILITY
			$ 6,141.72		
12/23/2024	EMERGENCY PET HOSPITAL OF COLLIER	226507	735.75	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/23/2024	EMERGENCY PET HOSPITAL OF COLLIER	226507	468.00	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
			$ 1,203.75		
12/23/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226508	81.00	VETERINARIAN FEES COMPREHENSIVE CARE	PROVIDE MEDICAL SERVICES TO DAS
12/23/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226508	60.00	VETERINARIAN FEES COMPREHENSIVE CARE	PROVIDE MEDICAL SERVICES TO DAS
12/23/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226508	98.14	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/23/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226508	98.14	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
12/23/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226508	77.75	VETERINARIAN FEES COMPREHENSIVE CARE	PROVIDE MEDICAL SERVICES TO DAS
12/23/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226508	187.64	VETERINARIAN FEES COMPREHENSIVE CARE	PROVIDE MEDICAL SERVICES TO DAS
12/23/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226508	155.85	VETERINARIAN FEES COMPREHENSIVE CARE	PROVIDE MEDICAL SERVICES TO DAS
12/23/2024	HUMANE SOCIETY OF COLLIER COUNTY IN	226508	91.27	VETERINARIAN FEES NEUTERING AND SPAYING	PROVIDE MEDICAL SERVICES TO DAS
			$ 849.79		
12/23/2024	JACK & ANN'S FEED	226509	26.73	OTHER CONTRACTUAL SERVICES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
12/23/2024	JACK & ANN'S FEED	226509	523.18	OTHER CONTRACTUAL SERVICES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
12/23/2024	JACK & ANN'S FEED	226509	158.50	OTHER CONTRACTUAL SERVICES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
12/23/2024	JACK & ANN'S FEED	226509	23.87	OTHER CONTRACTUAL SERVICES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
			$ 732.28		
12/23/2024	LCEC	226510	135.89	ELECTRICITY	ELECTRIC SERVICES NECESSARY FOR DAILY OPERATIONS
12/23/2024	LCEC	226510	57.45	ELECTRICITY	BRIDGE LIGHTS FOR BOATER SAFETY
12/23/2024	LCEC	226510	4,236.69	ELECTRICITY	10/5-12/3/24 419 1ST ST N
12/23/2024	LCEC	226510	325.26	ELECTRICITY	11/1-12/2/24 205 AIRPARK BLVD
12/23/2024	LCEC	226510	2,074.08	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/23/2024	LCEC	226510	140.14	ELECTRICITY	ELECTRICAL REPAIR SERVICES FOR IMM MSTU AREA
12/23/2024	LCEC	226510	129.57	ELECTRICITY	ELECTRICITY TO THE IMM FIRST ST ZOCALO PLAZA
12/23/2024	LCEC	226510	32.25	ELECTRICITY	ELECTRICAL REPAIR SERVICES FOR IMM MSTU AREA
12/23/2024	LCEC	226510	69.50	ELECTRICITY	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/23/2024	LCEC	226510	891.38	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/23/2024	LCEC	226510	27.18	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/23/2024	LCEC	226510	98.27	ELECTRICITY	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/23/2024	LCEC	226510	242.87	ELECTRICITY	ELECTRIC UTILITIES
12/23/2024	LCEC	226510	68.01	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/23/2024	LCEC	226510	31.52	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/23/2024	LCEC	226510	727.54	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/23/2024	LCEC	226510	167.97	ELECTRICITY	ELECTRICAL SERVICE FOR PARKS
12/23/2024	LCEC	226510	999.34	ELECTRICITY	ELECTRICAL SERVICE FOR PARKS
12/23/2024	LCEC	226510	496.88	ELECTRICITY	ELECTRICAL SERVICE FOR PARKS
12/23/2024	LCEC	226510	194.29	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/23/2024	LCEC	226510	237.36	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/23/2024	LCEC	226510	100.20	ELECTRICITY	ELECTRIC UTILITY REQUIRED FOR FLEET OPERATIONS
12/23/2024	LCEC	226510	1,272.88	ELECTRICITY	SUPPORT SERVICE DELIVERY
			$ 12,756.52		
12/23/2024	LCEC	226610	131.93	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 131.93		
12/23/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226511	20.49	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION MAINTENANCE FOR VANDERBILT BEACH MSTU
12/23/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226511	752.22	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS
12/23/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226511	2,242.48	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS
12/23/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226511	418.45	SPRINKLER SYSTEM MAINTENANCE	COMMUNITY BEAUTIFICATION
12/23/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226511	(7.11)	CREDIT MEMO	COMMUNITY BEAUTIFICATION
			$ 3,426.53		
12/23/2024	LYKINS SIGNTEK & DEVELOPMENT	226512	2,310.00	TRAFFIC SIGNS	PUBLIC SAFETY
			$ 2,310.00		
12/23/2024	METRO ICE INC	226513	141.80	OTHER OPERATING SUPPLIES	PROVIDE ICE TO WASTEWATER STAFF THAT WORK OUTDOORS
			$ 141.80		
12/23/2024	NAPLES ARMATURE WORKS	226514	83.49	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 83.49		
12/23/2024	QUEST CORPORATION OF AMERICA	226515	212.50	OTHER CONTRACTUAL SERVICES	WEBSITE HOSTING & MAINTENANCE BUSINESS ECONOMIC DEVELOPMENT
			$ 212.50		
12/23/2024	UNIFIRST CORP	226516	20.50	CLOTHING AND UNIFORM RENTAL	FOR STAFF TO BE IDENTIFIED IN THE FIELD
12/23/2024	UNIFIRST CORP	226516	25.52	OTHER CONTRACTUAL SERVICES	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT
12/23/2024	UNIFIRST CORP	226516	21.38	CLOTHING AND UNIFORM RENTAL	WEEKLY UNIFORM RENTALS FOR STAFF

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12/23/2024	UNIFIRST CORP	226516	63.52	CLOTHING AND UNIFORM RENTAL	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	UNIFIRST CORP	226516	9.98	OTHER CONTRACTUAL SERVICES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/23/2024	UNIFIRST CORP	226516	21.38	CLOTHING AND UNIFORM RENTAL	WEEKLY UNIFORM RENTALS FOR STAFF
12/23/2024	UNIFIRST CORP	226516	63.52	CLOTHING AND UNIFORM RENTAL	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	UNIFIRST CORP	226516	21.38	CLOTHING AND UNIFORM RENTAL	WEEKLY UNIFORM RENTALS FOR STAFF
12/23/2024	UNIFIRST CORP	226516	21.38	CLOTHING AND UNIFORM RENTAL	WEEKLY UNIFORM RENTALS FOR STAFF
12/23/2024	UNIFIRST CORP	226516	20.39	CLOTHING AND UNIFORM RENTAL	WEEKLY UNIFORM RENTALS FOR STAFF
			$ 288.95		
12/23/2024	LEXIS NEXIS	226517	994.35	OTHER CONTRACTUAL SERVICES	PROVIDE MISCELLANEOUS PUBLICATIONS/RESEARCH CAPABILITIES
			$ 994.35		
12/23/2024	FLORIDA POWER & LIGHT	226518	96.22	ELECTRICITY	SUPPORT SERVICES DELIVERY
			$ 96.22		
12/23/2024	HARRELLS CUSTOM FERTILIZER	226519	611.12	FERTILIZER HERBICIDES AND CHEMICALS	TO KEEP GROUNDS SAFE AND IN CONDITION
			$ 611.12		
12/23/2024	B&H PHOTO VIDEO INC	226520	539.00	SIGNAL SYSTEM MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 539.00		
12/23/2024	EXPLORITECH INC	226521	1,725.00	MARKETING AND PROMOTIONAL	MARKETING TOOL
			$ 1,725.00		
12/23/2024	FEDEX	226522	15.10	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	FEDEX	226522	86.51	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	FEDEX	226522	41.25	POSTAGE FREIGHT AND UPS	MAILING OF MATERIAL OVERNIGHT FOR PUBLIC NOTICES RE: MPO
12/23/2024	FEDEX	226522	60.06	POSTAGE FREIGHT AND UPS	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
12/23/2024	FEDEX	226522	33.88	POSTAGE FREIGHT AND UPS	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY
12/23/2024	FEDEX	226522	26.16	POSTAGE FREIGHT AND UPS	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY
12/23/2024	FEDEX	226522	6.36	POSTAGE FREIGHT AND UPS	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY
12/23/2024	FEDEX	226522	6.11	POSTAGE FREIGHT AND UPS	LABORATORY SERVICES FOR WASTEWATER FOR PUBLIC HEALTH/SAFETY
12/23/2024	FEDEX	226522	12.22	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	FEDEX	226522	31.93	POSTAGE FREIGHT AND UPS	SHIPPING COSTS TO PROMOTE TOURISM IN COLLIER COUNTY
12/23/2024	FEDEX	226522	16.70	POSTAGE FREIGHT AND UPS	COURIER/SHIPPING SERVICES
12/23/2024	FEDEX	226522	24.98	POSTAGE FREIGHT AND UPS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	FEDEX	226522	439.25	POSTAGE FREIGHT AND UPS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 800.51		
12/23/2024	RENDA BROADCASTING CORPORATION	226523	870.00	MARKETING AND PROMOTIONAL	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION
			$ 870.00		
12/23/2024	JOHN MADER ENTERPRISES INC	226524	2,116.66	OTHER CONTRACTUAL SERVICES	MAINTENANCE/REPAIR OF COUNTY ASSETS
12/23/2024	JOHN MADER ENTERPRISES INC	226524	3,911.04	OTHER CONTRACTUAL SERVICES	PROVIDE UNDERGROUND MATERIALS FOR MAINTENANCE OF SCRWTP
12/23/2024	JOHN MADER ENTERPRISES INC	226524	13,597.56	UTILITIES REPAIR ETC	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 19,625.26		
12/23/2024	MOTOROLA SOLUTIONS INC	226525	32,996.60	COMMUNICATION EQUIP RM OUTSIDE VENDORS	RESPONSE TO EMERGENCY INCIDENTS
			$ 32,996.60		
12/23/2024	CINTAS CORPORATION	226526	26.62	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/23/2024	CINTAS CORPORATION	226526	35.39	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
			$ 62.01		
12/23/2024	HENRY SCHEIN INC	226527	399.00	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/23/2024	HENRY SCHEIN INC	226527	399.00	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
12/23/2024	HENRY SCHEIN INC	226527	1,212.80	MEDICINES AND DRUGS	TO PROVIDE MEDICATIONS FOR PATIENTS.
12/23/2024	HENRY SCHEIN INC	226527	295.92	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 2,306.72		
12/23/2024	HIGHLAND PRODUCTS GROUP LLC	226528	9,449.36	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	HIGHLAND PRODUCTS GROUP LLC	226528	7,159.36	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
			$ 16,608.72		
12/23/2024	AMERICAN MESSAGING SERVICES LLC	226529	64.30	TELEPHONE BEEPERS BASE COST	MAINTAIN EMERGENCY ON-CALL SERVICES IN TRAFFIC OPERATIONS
12/23/2024	AMERICAN MESSAGING SERVICES LLC	226529	58.55	TELEPHONE BEEPERS BASE COST	COMMUNICATION REQUIREMENTS FOR FLEET OPERATIONS
			$ 122.85		
12/23/2024	ROY A PELLETIER	226530	199.00	OTHER TRAINING EDUCATIONAL EXPENSES	PROVIDE TRAINING FOR EMPLOYEES TO MAINTAIN OPERATOR LICENSES
12/23/2024	ROY A PELLETIER	226530	276.00	OTHER TRAINING EDUCATIONAL EXPENSES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/23/2024	ROY A PELLETIER	226530	414.00	OTHER TRAINING EDUCATIONAL EXPENSES	PROVIDE ON-LINE CLASSES MAINTAIN WATER LICENSES_
12/23/2024	ROY A PELLETIER	226530	621.00	OTHER TRAINING EDUCATIONAL EXPENSES	PROVIDE ON-LINE CLASSES MAINTAIN WATER LICENSES_
12/23/2024	ROY A PELLETIER	226530	119.00	OTHER TRAINING EDUCATIONAL EXPENSES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,629.00		
12/23/2024	GRILL & FILL	226531	74.00	FUEL AND LUBRICANTS OUTSIDE VENDORS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 74.00		
12/23/2024	SENSIDYNE LP	226532	1,546.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	SENSIDYNE LP	226532	40.00	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT

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			$ 1,586.00		
12/23/2024	FIRESERVICE INC	226533	2,662.82	INDOOR AIR QUALITY	ENVIRONMENTAL REMEDIATION TO MAINTAIN COUNTY FACILITIES
			$ 2,662.82		
12/23/2024	DORRILL MANAGEMENT GROUP INC	226534	3,317.33	OTHER CONTRACTUAL SERVICES	DIVISION DIRECTOR
12/23/2024	DORRILL MANAGEMENT GROUP INC	226534	3,317.34	OTHER CONTRACTUAL SERVICES	DIVISION DIRECTOR
12/23/2024	DORRILL MANAGEMENT GROUP INC	226534	3,317.33	OTHER CONTRACTUAL SERVICES	DIVISION DIRECTOR
			$ 9,952.00		
12/23/2024	IMMOKALEE WATER & SEWER DISTRICT	226535	439.04	WATER AND SEWER	PROVIDE UTILITY SERVICE TO ACCELERATOR
			$ 439.04		
12/23/2024	CINTAS CORPORATION	226536	48.00	OTHER CONTRACTUAL SERVICES	IMMOKALEE ACCELERATOR SUPPLIES
12/23/2024	CINTAS CORPORATION	226536	11.60	OTHER CONTRACTUAL SERVICES	IMMOKALEE ACCELERATOR SUPPLIES
12/23/2024	CINTAS CORPORATION	226536	1,335.44	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	206.96	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	847.78	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	115.37	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/23/2024	CINTAS CORPORATION	226536	246.86	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	1,092.41	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	309.70	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	1,256.63	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	847.78	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/23/2024	CINTAS CORPORATION	226536	206.96	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	2,172.00	CLOTHING AND UNIFORM PURCHASES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	117.21	MEDICAL SUPPLIES	PROVIDE SAFETY SUPPLIES FOR PUBLIC UTILITIES
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	935.82	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	246.86	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	184.54	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	330.02	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	357.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	1,201.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	639.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	844.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	375.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	299.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	242.73	CLOTHING AND UNIFORM RENTAL	EMPLOYEE PRODUCTIVITY
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	78.15	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	399.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	119.80	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	338.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	140.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	140.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	819.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	190.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	918.90	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	67.58	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF
12/23/2024	CINTAS CORPORATION	226536	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	62.94	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CINTAS CORPORATION	226536	86.74	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	918.90	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	4.52	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	75.05	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	13.50	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	285.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	351.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	508.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	267.11	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	389.31	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	CINTAS CORPORATION	226536	1,391.91	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	CINTAS CORPORATION	226536	450.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	440.10	MEDICAL SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	211.02	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	246.86	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	459.45	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	120.49	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	295.37	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY
12/23/2024	CINTAS CORPORATION	226536	44.66	CLOTHING AND UNIFORM RENTAL	FLEET UNIFORMS
12/23/2024	CINTAS CORPORATION	226536	115.00	CLOTHING AND UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CINTAS CORPORATION	226536	336.31	CLOTHING AND UNIFORM RENTAL	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/23/2024	CINTAS CORPORATION	226536	19.58	MEDICAL SUPPLIES	MEDICAL SUPPLIES TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	847.78	CLOTHING AND UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER
12/23/2024	CINTAS CORPORATION	226536	74.86	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	206.96	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	184.54	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	1,256.63	CLOTHING AND UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF
12/23/2024	CINTAS CORPORATION	226536	394.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	317.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	198.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	99.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	124.95	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	260.06	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	459.28	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	1,430.22	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	1,105.31	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	1,691.97	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	479.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	1,195.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	176.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	125.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	69.99	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	111.31	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	15.00	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	49.52	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	24.55	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/23/2024	CINTAS CORPORATION	226536	167.44	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/23/2024	CINTAS CORPORATION	226536	127.46	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR STAFF
12/23/2024	CINTAS CORPORATION	226536	582.26	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/23/2024	CINTAS CORPORATION	226536	15.41	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/23/2024	CINTAS CORPORATION	226536	964.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	1,923.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	1,010.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	926.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	349.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	1,162.08	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	940.75	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	95.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	140.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	73.68	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	31.45	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES
12/23/2024	CINTAS CORPORATION	226536	29.41	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	34.44	CLOTHING AND UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY
12/23/2024	CINTAS CORPORATION	226536	127.46	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/23/2024	CINTAS CORPORATION	226536	15.41	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR STAFF
12/23/2024	CINTAS CORPORATION	226536	582.26	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/23/2024	CINTAS CORPORATION	226536	167.44	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
12/23/2024	CINTAS CORPORATION	226536	305.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	304.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES

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12/23/2024	CINTAS CORPORATION	226536	317.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	356.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
12/23/2024	CINTAS CORPORATION	226536	353.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
			$ 52,835.65		
12/23/2024	OCLC ONLINE COMPUTER LIBRARY CENTER	226537	7,500.00	COMPUTER SOFTWARE	SUPPORT SERVICE DELIVERY
			$ 7,500.00		
12/23/2024	SEAL ANALYTICAL INC	226538	119.20	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPORT FOR WATER QUALITY MONITORING PROGRAMS
			$ 119.20		
12/23/2024	LAWSON PRODUCTS INC	226539	645.17	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	LAWSON PRODUCTS INC	226539	2,054.52	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	LAWSON PRODUCTS INC	226539	620.75	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	LAWSON PRODUCTS INC	226539	409.63	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	LAWSON PRODUCTS INC	226539	498.21	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 4,228.28		
12/23/2024	SUBURBAN PROPANE LP	226540	154.02	GAS SERVICE	SUPPORT SERVICE DELIVERY
			$ 154.02		
12/23/2024	TARGETSOLUTIONS LEARNING LLC	226541	24,475.00	OTHER TRAINING EDUCATIONAL EXPENSES	EMS TRAINING PLATFORM FOR EMS/FIRE ONLINE TRAINING
			$ 24,475.00		
12/23/2024	UNIVERSITY ENTERPRISES INC	226542	200.00	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/23/2024	UNIVERSITY ENTERPRISES INC	226542	22.00	POSTAGE FREIGHT AND UPS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/23/2024	UNIVERSITY ENTERPRISES INC	226542	149.00	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/23/2024	UNIVERSITY ENTERPRISES INC	226542	20.00	POSTAGE FREIGHT AND UPS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
			$ 391.00		
12/23/2024	LEESAR INC	226543	73.65	MEDICINES AND DRUGS	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS
12/23/2024	LEESAR INC	226543	2,904.36	MEDICINES AND DRUGS	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS
12/23/2024	LEESAR INC	226543	1,097.97	MEDICINES AND DRUGS	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS
12/23/2024	LEESAR INC	226543	1,840.94	MEDICINES AND DRUGS	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS
12/23/2024	LEESAR INC	226543	78.65	MEDICINES AND DRUGS	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS
12/23/2024	LEESAR INC	226543	1,195.92	MEDICINES AND DRUGS	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 7,191.49		
12/23/2024	DIGICERT INC	226544	21,681.00	COMPUTER SOFTWARE	CONTINUE RECEIVING SUPPORT & MAINT ON SOFTWARE
			$ 21,681.00		
12/23/2024	SUNSHINE LUBES LLC	226545	49.66	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	SUNSHINE LUBES LLC	226545	59.16	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	SUNSHINE LUBES LLC	226545	93.61	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 202.43		
12/23/2024	US LEGAL SUPPORT INC	226546	125.00	APPEARANCE FEES REPORTING PROCEEDINGS	PROVIDE SPECIALIZED LEGAL SERVICES TO THE COUNTY
			$ 125.00		
12/23/2024	BERG ENGINEERING & SALES COMPANY,IN	226547	501.00	OTHER CONTRACTUAL SERVICES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
			$ 501.00		
12/23/2024	LORRAINE DUBE	226548	1,237.50	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
12/23/2024	LORRAINE DUBE	226548	1,350.00	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
			$ 2,587.50		
12/23/2024	AIRGAS USA LLC	226549	30.00	LEASE EQUIPMENT	MEDICAL OXYGEN
12/23/2024	AIRGAS USA LLC	226549	175.50	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	81.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	90.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	77.10	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	9.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	27.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	46.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	78.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	30.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
12/23/2024	AIRGAS USA LLC	226549	30.00	LEASE EQUIPMENT	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES
			$ 673.60		
12/23/2024	T2 SYSTEMS INC	226550	6,202.47	BANK FEES	SUPPORT SERVICE DELIVERY
			$ 6,202.47		
12/23/2024	CANON SOLUTIONS AMERICA INC	226551	561.70	OFFICE SUPPLIES GENERAL	PROVIDE DEDICATED APPLICATION SUPPORT FOR GMD NORTH
12/23/2024	CANON SOLUTIONS AMERICA INC	226551	96.88	POSTAGE FREIGHT AND UPS	PROVIDE DEDICATED APPLICATION SUPPORT FOR GMD NORTH
12/23/2024	CANON SOLUTIONS AMERICA INC	226551	393.49	LEASE EQUIPMENT	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES
			$ 1,052.07		
12/23/2024	CARLON INC	226552	540.00	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
12/23/2024	CARLON INC	226552	976.50	POOL CHEMICALS	MAINTAINING CERTIFICATIONS
			$ 1,516.50		

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12/23/2024	COLLIER PLAZA LLC	226553	4,453.87	RENT BUILDINGS	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT
			$ 4,453.87		
12/23/2024	TPH HOLDINGS LLC	226554	103.45	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	176.96	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	113.06	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	280.96	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	41.02	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	(68.82)	CREDIT MEMO	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	311.09	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	325.42	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	77.36	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	32.44	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	153.38	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	54.82	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
12/23/2024	TPH HOLDINGS LLC	226554	25.04	FLEET R AND M INVENTORY	CON OEM & AFTERMARKET PARTS $10,000
			$ 1,626.18		
12/23/2024	LEXISNEXIS RISK SOLUTIONS FL INC	226555	300.02	COMPUTER SOFTWARE	SUPPORT SERVICE DELIVERY
			$ 300.02		
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	241.50	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	241.50	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	241.50	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	1,520.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	926.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	802.77	OTHER CONTRACTUAL SERVICES	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	998.50	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	2,465.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	4,200.00	MAINTENANCE LANDSCAPING	MAINTAIN COUNTY PROPERTY/ASSETS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	998.88	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	998.88	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	594.44	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	545.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	590.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	313.50	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	543.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	998.88	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	486.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	518.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	435.50	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	425.00	MAINTENANCE LANDSCAPING	PARKS BEAUTIFICATION AND SAFETY
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	441.38	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	1,060.00	MAINTENANCE LANDSCAPING	MAINTAIN COUNTY PROPERTY/ASSETS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	804.33	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	1,060.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	165.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	441.38	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	802.77	OTHER CONTRACTUAL SERVICES	MAINTAIN PARKS AND FIELDS
12/23/2024	R&N LAWN MAINTENANCE INC.	226556	260.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
			$ 24,118.71		
12/23/2024	MESSAGEMEDIA USA INC	226557	99.00	OTHER CONTRACTUAL SERVICES	ENSURE PUBLIC AND STAFF ARE WELL INFORMED DURING EMERGENCIES
			$ 99.00		
12/23/2024	UNIVERSITY OF FLORIDA	226558	15,000.00	OTHER TRAINING EDUCATIONAL EXPENSES	EDUCATION AND TRAINING REQUIREMENT.
			$ 15,000.00		
12/23/2024	HANSON PROFESSIONAL SERVICES INC	226559	1,063.40	ENGINEERING FEES	PROFESSIONAL SERVICES LIBRARY CIVIL ENGINEER WORK ORDER
12/23/2024	HANSON PROFESSIONAL SERVICES INC	226559	15,544.00	ENGINEERING FEES	PROFESSIONAL SERVICES LIBRARY CIVIL ENGINEER WORK ORDER
			$ 16,607.40		
12/23/2024	TREE SCAPING OF NAPLES INC	226560	1,640.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,640.00		
12/23/2024	IPS GROUP INC	226561	110.00	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 110.00		
12/23/2024	EMPLOYERS CHOICE ONLINE INC	226562	52.00	OTHER CONTRACTUAL SERVICES	BACKGROUND CHECKS ON VOLUNTEERS
12/23/2024	EMPLOYERS CHOICE ONLINE INC	226562	52.00	OTHER CONTRACTUAL SERVICES	BACKGROUND CHECKS ON VOLUNTEERS
			$ 104.00		
12/23/2024	ANSAFONE CONTACT CENTERS LLC	226563	4,987.50	TELEPHONE BEEPERS BASE COST	PROVIDE ANSWERING SERVICES FOR PUBLIC UTILITIES/WTR
			$ 4,987.50		

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12/23/2024	WATER TECHNOLOGY, INC	226564	12,826.00	ENGINEERING FEES DESIGN	SUPPORT SERVICE DELIVERY
			$ 12,826.00		
12/23/2024	ETR, LLC	226565	100.14	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	ETR, LLC	226565	324.76	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	ETR, LLC	226565	212.92	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	ETR, LLC	226565	353.90	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 991.72		
12/23/2024	CPR COURIER	226566	180.00	OTHER CONTRACTUAL SERVICES	COURIER SERVICE
			$ 180.00		
12/23/2024	WORLD PETROLEUM CORP	226567	156.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/23/2024	WORLD PETROLEUM CORP	226567	19.25	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/23/2024	WORLD PETROLEUM CORP	226567	121.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/23/2024	WORLD PETROLEUM CORP	226567	101.75	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
			$ 398.00		
12/23/2024	ELECTRONIC RECYCLING CENTER INC	226568	2,131.34	OTHER CONTRACTUAL SERVICES	PROPER DISPOSAL OF ELECTRONICS AT THE RECYCLING CENTERS
			$ 2,131.34		
12/23/2024	AZUR CART & CAPTIONING	226569	3,276.00	OTHER CONTRACTUAL SERVICES	MAINTAIN COLLIER TV/CCR OPERATIONS; LIVE CAPTIONS
			$ 3,276.00		
12/23/2024	CARROLL & CARROLL APPRAISERS CONSUL	226570	2,500.00	APPRAISAL FEES	ACQUIRE PUBLIC PRESERVE LAND THROUGH CONSERVATION COLLIER
			$ 2,500.00		
12/23/2024	PLANT PARTNERS INC	226571	241.75	OTHER CONTRACTUAL SERVICES	MAINTAIN AIRPORT TERMINAL BUILDING
			$ 241.75		
12/23/2024	VETOR CONTRACTING SERVICES LLC	226572	31,631.25	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 31,631.25		
12/23/2024	PROJECT HELP INC	226573	5,621.62	REMITTANCES PRIVATE ORGANIZATIONS	REIMBURSE GRANT ELIGIBLE ACTIVITY
			$ 5,621.62		
12/23/2024	PARADISE ADVERTISING & MARKETING IN	226574	49,420.00	OTHER CONTRACTUAL SERVICES	TDC DISASTER RECOVERY MKTG & PROMO TO HELP PROMOTE CC
			$ 49,420.00		
12/23/2024	TRIMMERS HOLIDAY DECOR INC	226575	30,000.00	OTHER CONTRACTUAL SERVICES	HOLIDAY DECORATIONS FOR PUBLIC DISPLAY
			$ 30,000.00		
12/23/2024	ALFRED BENESCH & COMPANY	226576	4,657.00	OTHER PROFESSIONAL FEES	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE.
12/23/2024	ALFRED BENESCH & COMPANY	226576	2,936.67	OTHER PROFESSIONAL FEES	IMPACT FEE UPDATE STUDY REQUIRED BY ORDINANCE
12/23/2024	ALFRED BENESCH & COMPANY	226576	4,729.10	OTHER PROFESSIONAL FEES	IMPACT FEE UPDATE STUDY REQUIRED BY ORDINANCE
12/23/2024	ALFRED BENESCH & COMPANY	226576	565.13	OTHER PROFESSIONAL FEES	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE
12/23/2024	ALFRED BENESCH & COMPANY	226576	565.13	OTHER PROFESSIONAL FEES	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE
12/23/2024	ALFRED BENESCH & COMPANY	226576	565.13	OTHER PROFESSIONAL FEES	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE
12/23/2024	ALFRED BENESCH & COMPANY	226576	565.13	OTHER PROFESSIONAL FEES	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE
12/23/2024	ALFRED BENESCH & COMPANY	226576	565.12	OTHER PROFESSIONAL FEES	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE
12/23/2024	ALFRED BENESCH & COMPANY	226576	5,153.90	OTHER PROFESSIONAL FEES	IMPACT FEE STUDY UPDATE REQUIRED BY ORDINANCE.
12/23/2024	ALFRED BENESCH & COMPANY	226576	3,937.92	OTHER PROFESSIONAL FEES	IMPACT FEE UPDATE STUDY REQUIRED BY ORDINANCE
12/23/2024	ALFRED BENESCH & COMPANY	226576	4,495.00	OTHER PROFESSIONAL FEES	JAIL IMPACT FEE LEVEL OF SERVICE ANALYSIS
12/23/2024	ALFRED BENESCH & COMPANY	226576	8,290.93	ENGINEERING FEES	CORRIDOR EVALUATION - HHH RANCH
			$ 37,026.16		
12/23/2024	MOHAWK LIFTS LLC	226577	7,707.24	OTHER MACHINERY AND EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MOHAWK LIFTS LLC	226577	1,207.52	OTHER MACHINERY AND EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 8,914.76		
12/23/2024	CORE & MAIN LP	226578	699.32	OTHER CONTRACTUAL SERVICES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 699.32		
12/23/2024	RELADYNE FLORIDA LLC	226579	1,811.25	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	RELADYNE FLORIDA LLC	226579	1,397.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 3,208.75		
12/23/2024	CEC MOTOR & UTILITY SERVICES LLC	226580	225.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 225.00		
12/23/2024	J ADAMS HOLDINGS LLC	226581	3,475.00	OTHER ADS	PROVIDE EDUCATION OUTREACH TO CC COMMERCIAL AND RESIDENTIAL
			$ 3,475.00		
12/23/2024	FORD & HARRISON LLP	226582	90.00	LEGAL FEES	EMS ATTORNEY FEES FOR EMS CONTRACT BUSINESS.
			$ 90.00		
12/23/2024	JOHN TO GO FL LLC	226583	4,260.00	OTHER CONTRACTUAL SERVICES	COLLIER COUNTY - PORTABLE RESTROOM
12/23/2024	JOHN TO GO FL LLC	226583	3,290.00	OTHER CONTRACTUAL SERVICES	NEEDED FOR THE PUBLIC USE
			$ 7,550.00		
12/23/2024	POWER EXTERMINATOR INC.	226584	6,125.00	PEST CONTROL	PROVIDE MONTHLY PEST CONTROL SERVICES TO COUNTY FACILITIES
			$ 6,125.00		
12/23/2024	DYLAN J LARSON	226585	375.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 375.00		

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12/23/2024	FIRSTWATCH SOLUTIONS INC	226586	2,108.82	COMPUTER SOFTWARE	REAL TIME DATA ON RESPONSE TIMES AND AWARENESS
			$ 2,108.82		
12/23/2024	LOWES HOME IMPROVEMENT WAREHSE	226587	768.96	OTHER OPERATING SUPPLIES	PROVIDE REPAIR SUPPLIES FOR WATER DISTRIBUTION
12/23/2024	LOWES HOME IMPROVEMENT WAREHSE	226587	565.76	OTHER OPERATING SUPPLIES	PROVIDE REPAIR SUPPLIES FOR WATER DISTRIBUTION
			$ 1,334.72		
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	1,488.77	WATER AND SEWER	11/4-12/3/24 15450 COLLIER BLVD
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	480.75	WATER AND SEWER	11/4-12/3/24 15450 COLLIER BLVD
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	155.08	WATER AND SEWER	11/4-12/3/24 15450 COLLIER BLVD
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	279.14	WATER AND SEWER	11/4-12/3/24 15450 COLLIER BLVD
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	232.62	WATER AND SEWER	11/4-12/3/24 15450 COLLIER BLVD
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	465.24	WATER AND SEWER	11/4-12/3/24 15450 COLLIER BLVD
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	442.96	WATER AND SEWER	OPERATE & MAINTAIN NORTH COLLIER RECYCLING DROP OFF CENTER
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	326.48	WATER AND SEWER	WATER FOR THE PARKS
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	192.31	WATER AND SEWER	WATER FOR THE PARKS
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	571.88	WATER AND SEWER	WATER FOR THE PARKS
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	558.53	WATER AND SEWER	WATER FOR THE PARKS
12/23/2024	COLLIER COUNTY UTILITY BILLING	226588	1,265.31	WATER AND SEWER	SUPPORT SERVICES DELIVERY
			$ 6,459.07		
12/23/2024	MODEL 1 COMMERCIAL VEHICLES INC	226589	837.91	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MODEL 1 COMMERCIAL VEHICLES INC	226589	705.32	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MODEL 1 COMMERCIAL VEHICLES INC	226589	922.46	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MODEL 1 COMMERCIAL VEHICLES INC	226589	61.42	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MODEL 1 COMMERCIAL VEHICLES INC	226589	199.68	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,726.79		
12/23/2024	HEARST PROPERTIES INC	226590	450.00	MARKETING AND PROMOTIONAL	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION
12/23/2024	HEARST PROPERTIES INC	226590	150.00	MARKETING AND PROMOTIONAL	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION
			$ 600.00		
12/23/2024	SOUTHEASTERN LAUNDRY EQUIPMENT SAL	226591	546.50	OTHER EQUIP REPAIRS AND MAINTENANCE	MAINTAIN DAILY OPERATIONS AT DAS
			$ 546.50		
12/23/2024	NEELD PAPER & SUPPLIES	226592	1,100.52	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,100.52		
12/23/2024	HID GLOBAL CORPORATION	226593	1,035.00	BUILDING AUTOMATION	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 1,035.00		
12/23/2024	SKYBASE COMMUNICATIONS LLC	226594	189.00	CELLULAR TELEPHONE	PROVIDE COMMUNICATION SERVICES FOR GMCD
			$ 189.00		
12/23/2024	360 ENERGY SOLUTIONS, LLC	226595	19,380.00	ELECTRICAL CONTRACTORS	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 19,380.00		
12/23/2024	SLOMBA SOLUTIONS LLC	226596	8,900.00	VETERINARIAN FEES COMPREHENSIVE CARE	MAINTAIN DAS SERVICES AND OPERATIONS
12/23/2024	SLOMBA SOLUTIONS LLC	226596	600.00	VETERINARIAN FEES COMPREHENSIVE CARE	MAINTAIN DAS SERVICES AND OPERATIONS
12/23/2024	SLOMBA SOLUTIONS LLC	226596	5,300.00	VETERINARIAN FEES COMPREHENSIVE CARE	MAINTAIN DAS SERVICES AND OPERATIONS
			$ 14,800.00		
12/23/2024	JOHNSON ANSELMO MURDOCH BURKE PIPE	226597	3,054.55	LEGAL FEES	LEGAL SERVICES
			$ 3,054.55		
12/23/2024	VRC COMPANIES, LLC	226598	1,502.10	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	VRC COMPANIES, LLC	226598	29.70	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
			$ 1,531.80		
12/23/2024	GANNETT MEDIA CORP.	226611	343.00	LEGAL ADVERTISING	TO MEET ADVERTISING REQUIREMENTS PER FLORIDA STATUTES
			$ 343.00		
12/23/2024	GANNETT MEDIA CORP.	226612	84.00	LEGAL ADVERTISING	LEGAL ADVERTISEMENT FOR COUNTY PROJECTS
			$ 84.00		
12/23/2024	STUDIOPLUS LLC	226599	8,750.50	LICENSES AND PERMITS	WO CCSO MARCO ISLAND SUB STATION TRAILER AND PERM. FACILITY
12/23/2024	STUDIOPLUS LLC	226599	4,371.90	LICENSES AND PERMITS	WO CCSO MARCO ISLAND SUB STATION TRAILER AND PERM. FACILITY
12/23/2024	STUDIOPLUS LLC	226599	1,313.75	LICENSES AND PERMITS	WO CCSO MARCO ISLAND SUB STATION TRAILER AND PERM. FACILITY
			$ 14,436.15		
12/23/2024	EVERVAC EQUIPMENT LLC	226600	47,255.32	OTHER OPERATING SUPPLIES	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	EVERVAC EQUIPMENT LLC	226600	100.00	POSTAGE FREIGHT AND UPS	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 47,355.32		
12/23/2024	TRANSUNION RISK & ALTERNATIVE DATA	226601	120.00	OTHER MISCELLANEOUS SERVICES	ONLINE SEARCH SERVICES AND REPORTS FOR TRANSUNION (TLO)
			$ 120.00		
12/23/2024	DANA SAFETY SUPPLY INC	226602	150.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	DANA SAFETY SUPPLY INC	226602	77.60	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	DANA SAFETY SUPPLY INC	226602	270.05	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	DANA SAFETY SUPPLY INC	226602	282.07	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 779.72		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/23/2024	GALLS PARENT HOLDINGS LLC	226603	32.40	CLOTHING AND UNIFORM PURCHASES	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS
			$ 32.40		
12/23/2024	GENSERVE, LLC	226604	5,566.68	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 5,566.68		
12/23/2024	J & K AUTO PARTS	226605	207.69	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	11.14	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	65.91	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	24.91	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	65.53	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	141.06	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	233.24	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	6.96	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	72.73	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	92.94	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	216.71	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	95.79	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	27.87	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	34.46	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	51.10	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	25.21	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	40.91	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	9.74	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	11.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	11.73	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	31.81	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	86.83	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	28.35	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	17.22	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	65.09	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	60.41	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	65.60	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	302.56	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	109.80	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	J & K AUTO PARTS	226605	16.25	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,231.05		
12/23/2024	FCX PERFORMANCE INC	226606	1,181.80	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,181.80		
12/23/2024	Toll Bros Inc	226607	4,000.00	DEPOSITS COMMUNITY DEVELOPMENT	REFUND CUSTOMER OVERPAYMENT DUE
			$ 4,000.00		
12/23/2024	Trustee of the Fredric W. Schultz	226608	26.96	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 26.96		
12/23/2024	Trustee of the Diane A. Russo Trust	226609	34.13	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 34.13		
12/23/2024	AIRBUS HELICOPTERS INC	ACH23	550.00	AVIATION R AND M	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT
			$ 550.00		
12/23/2024	COASTAL CONCRETE PRODUCTS LLC	ACH23	16,109.60	EMERGENCY MAINT AND REPAIR	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 16,109.60		
12/23/2024	COLLIER COUNTY SHERIFFS OFFICE	ACH23	563.76	OTHER CONTRACTUAL SERVICES	PUBLIC SAFETY
			$ 563.76		
12/23/2024	DATA FLOW SYSTEMS LLC	ACH23	1,326.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	DATA FLOW SYSTEMS LLC	ACH23	12.46	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 1,338.46		
12/23/2024	DEMCO	ACH23	18,761.43	MINOR OFFICE FURNITURE	SUPPORT SERVICES DELIVERY
12/23/2024	DEMCO	ACH23	17,568.45	MINOR OFFICE FURNITURE	SUPPORT SERVICES DELIVERY
12/23/2024	DEMCO	ACH23	1,236.55	MINOR OFFICE FURNITURE	SUPPORT SERVICES DELIVERY
			$ 37,566.43		
12/23/2024	GROUND ZERO LANDSCAPING SERVICES	ACH23	6,735.00	MAINTENANCE LANDSCAPING	OPERATE AND MAINTAIN WASTEWATER PUMP STATIONS
12/23/2024	GROUND ZERO LANDSCAPING SERVICES	ACH23	200.00	MAINTENANCE LANDSCAPING	OPERATE AND MAINTAIN WASTEWATER PUMP STATIONS
			$ 6,935.00		
12/23/2024	IDEXX LABORATORIES INC	ACH23	9,068.30	MEDICAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	IDEXX LABORATORIES INC	ACH23	536.48	MEDICAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	IDEXX LABORATORIES INC	ACH23	(36.66)	CREDIT MEMO	SUPPORT SERVICE DELIVERY
			$ 9,568.12		
12/23/2024	JM TODD COMPANY	ACH23	120.99	LEASE EQUIPMENT	SUPPORT SERVICE DELIVERY

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/23/2024	JM TODD COMPANY	ACH23	150.82	COPYING CHARGES	SUPPORT SERVICE DELIVERY
12/23/2024	JM TODD COMPANY	ACH23	29.65	LEASE EQUIPMENT	SUPPORT SERVICE DELIVERY
12/23/2024	JM TODD COMPANY	ACH23	120.99	LEASE EQUIPMENT	SUPPORT SERVICE DELIVERY
12/23/2024	JM TODD COMPANY	ACH23	443.51	COPYING CHARGES	SUPPORT SERVICE DELIVERY
12/23/2024	JM TODD COMPANY	ACH23	139.94	LEASE EQUIPMENT	COLOR COPIER USED FOR OPERATIONS/PROCUREMENT
12/23/2024	JM TODD COMPANY	ACH23	96.29	COPYING CHARGES	COLOR COPIER USED FOR OPERATIONS/PROCUREMENT
12/23/2024	JM TODD COMPANY	ACH23	189.11	LEASE EQUIPMENT	DAILY OPERATIONS
12/23/2024	JM TODD COMPANY	ACH23	129.94	LEASE EQUIPMENT	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/23/2024	JM TODD COMPANY	ACH23	98.10	COPYING CHARGES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/23/2024	JM TODD COMPANY	ACH23	4.03	COPYING CHARGES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/23/2024	JM TODD COMPANY	ACH23	120.99	LEASE EQUIPMENT	PROVIDE DOCUMENTS TO STAFF MEMBERS
12/23/2024	JM TODD COMPANY	ACH23	60.16	COPYING CHARGES	PROVIDE DOCUMENTS TO STAFF MEMBERS
12/23/2024	JM TODD COMPANY	ACH23	71.86	LEASE EQUIPMENT	COPIER LEASE & OVERAGES FOR SPORTS COMPLEX DAILY OPERATIONS
12/23/2024	JM TODD COMPANY	ACH23	56.27	COPYING CHARGES	COPIER LEASE & OVERAGES FOR SPORTS COMPLEX DAILY OPERATIONS
12/23/2024	JM TODD COMPANY	ACH23	93.18	LEASE EQUIPMENT	COPIER FOR DAILY OPERATIONS
12/23/2024	JM TODD COMPANY	ACH23	23.22	COPYING CHARGES	COPIER FOR DAILY OPERATIONS
12/23/2024	JM TODD COMPANY	ACH23	9.12	LEASE EQUIPMENT	COPIER FOR DAILY OPERATIONS
12/23/2024	JM TODD COMPANY	ACH23	11.03	COPYING CHARGES	COPIER FOR DAILY OPERATIONS
12/23/2024	JM TODD COMPANY	ACH23	3.03	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	0.18	COPYING CHARGES	OFFICE EQUIPMENT MAINTENANCE NEEDED FOR DAILY OPERATION
12/23/2024	JM TODD COMPANY	ACH23	121.95	LEASE EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/23/2024	JM TODD COMPANY	ACH23	26.39	LEASE EQUIPMENT	OFFICE EQUIPMENT MAINTENANCE NEEDED FOR DAILY OPERATION
12/23/2024	JM TODD COMPANY	ACH23	110.06	COPYING CHARGES	PRODUCE COPIES OF DOCUMENTS FOR STAFF AND PUBLIC MEETINGS
12/23/2024	JM TODD COMPANY	ACH23	377.92	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	133.71	LEASE EQUIPMENT	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	JM TODD COMPANY	ACH23	139.13	COPYING CHARGES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	JM TODD COMPANY	ACH23	96.79	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	262.52	LEASE VEHICLES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	103.95	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	284.27	LEASE VEHICLES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	96.79	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	192.66	LEASE VEHICLES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	196.72	COPYING CHARGES	PROVIDE PRINTER/COPY CAPABILITIES FOR STAFF
12/23/2024	JM TODD COMPANY	ACH23	289.37	LEASE EQUIPMENT	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/23/2024	JM TODD COMPANY	ACH23	28.48	COPYING CHARGES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/23/2024	JM TODD COMPANY	ACH23	481.14	COPYING CHARGES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS
12/23/2024	JM TODD COMPANY	ACH23	97.88	LEASE EQUIPMENT	SUPPORT SERVICE DELIVERY
12/23/2024	JM TODD COMPANY	ACH23	1.07	LEASE EQUIPMENT	SUPPORT SERVICE DELIVERY
12/23/2024	JM TODD COMPANY	ACH23	90.78	LEASE EQUIPMENT	MAINTAIN INTERNAL CONTROL COPY OPERATIONS & SERVICES
12/23/2024	JM TODD COMPANY	ACH23	18.36	COPYING CHARGES	MAINTAIN INTERNAL CONTROL COPY OPERATIONS & SERVICES
12/23/2024	JM TODD COMPANY	ACH23	5.63	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	221.86	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	114.13	LEASE EQUIPMENT	COPIER/ COPIES FOR ADMINISTRATION DUTIES
12/23/2024	JM TODD COMPANY	ACH23	7.71	COPYING CHARGES	COPIER/ COPIES FOR ADMINISTRATION DUTIES
12/23/2024	JM TODD COMPANY	ACH23	346.56	COPYING CHARGES	OFFICE DAILY PRINTING AND COPY NEEDS
12/23/2024	JM TODD COMPANY	ACH23	225.81	COPYING CHARGES	OFFICE DAILY PRINTING AND COPY NEEDS
12/23/2024	JM TODD COMPANY	ACH23	114.13	LEASE EQUIPMENT	COPIER/ COPIES FOR ADMINISTRATION DUTIES
12/23/2024	JM TODD COMPANY	ACH23	120.63	COPYING CHARGES	COPIER/ COPIES FOR ADMINISTRATION DUTIES
12/23/2024	JM TODD COMPANY	ACH23	55.43	LEASE EQUIPMENT	PROVIDE COPIES FOR PUBLIC MEETINGS AND STAFF
12/23/2024	JM TODD COMPANY	ACH23	55.43	LEASE EQUIPMENT	PROVIDE COPIES FOR PUBLIC MEETINGS AND STAFF
12/23/2024	JM TODD COMPANY	ACH23	38.32	COPYING CHARGES	PROVIDE PRINTER/COPY CAPABILITIES FOR STAFF
12/23/2024	JM TODD COMPANY	ACH23	81.45	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	114.64	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	7.22	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	100.62	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	2.43	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	78.30	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	0.01	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	19.98	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	120.99	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	153.89	COPYING CHARGES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	106.35	LEASE EQUIPMENT	COPIER/ COPIES FOR ADMINISTRATION DUTIES
12/23/2024	JM TODD COMPANY	ACH23	103.18	COPYING CHARGES	COPIER/ COPIES FOR ADMINISTRATION DUTIES
12/23/2024	JM TODD COMPANY	ACH23	113.47	LEASE EQUIPMENT	OFFICE COPIER

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12/23/2024	JM TODD COMPANY	ACH23	82.79	COPYING CHARGES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	103.95	LEASE EQUIPMENT	TO FACILITATE PRINTING, COPYING, SCANNING FOR EMPLOYEES
12/23/2024	JM TODD COMPANY	ACH23	26.49	COPYING CHARGES	TO FACILITATE PRINTING, COPYING, SCANNING FOR EMPLOYEES
12/23/2024	JM TODD COMPANY	ACH23	96.79	LEASE EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	JM TODD COMPANY	ACH23	23.49	COPYING CHARGES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	JM TODD COMPANY	ACH23	96.79	LEASE EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	JM TODD COMPANY	ACH23	22.69	COPYING CHARGES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	JM TODD COMPANY	ACH23	155.96	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	300.18	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	24.98	LEASE EQUIPMENT	COPY MACHINE LEASE & COPIES FOR CCR
12/23/2024	JM TODD COMPANY	ACH23	1.86	COPYING CHARGES	COPY MACHINE LEASE & COPIES FOR CCR
12/23/2024	JM TODD COMPANY	ACH23	134.16	LEASE EQUIPMENT	PROVIDE INVENTORY MANAGEMENT/CONTROL FOR PUBLIC UTILITIES
12/23/2024	JM TODD COMPANY	ACH23	129.94	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	82.22	COPYING CHARGES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	98.77	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	56.92	COPYING CHARGES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	127.46	LEASE EQUIPMENT	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES
12/23/2024	JM TODD COMPANY	ACH23	56.82	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	76.93	COPYING CHARGES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	33.83	COPYING CHARGES	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	128.34	LEASE EQUIPMENT	PROVIDE COPIER LEASING SERVICES TO GMD
12/23/2024	JM TODD COMPANY	ACH23	56.82	LEASE EQUIPMENT	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	26.22	COPYING CHARGES	OFFICE COPIER
12/23/2024	JM TODD COMPANY	ACH23	52.45	COPYING CHARGES	PROVIDE PRINTER/COPY CAPABILITIES FOR CAT STAFF
12/23/2024	JM TODD COMPANY	ACH23	52.45	COPYING CHARGES	PROVIDE PRINTER/COPY CAPABILITIES FOR CAT STAFF
12/23/2024	JM TODD COMPANY	ACH23	104.51	DATA PROCESSING EQUIP R AND M	COPIER MAINTENANCE PURCHASED PURSUANT TO FS29.008
12/23/2024	JM TODD COMPANY	ACH23	24.84	DATA PROCESSING EQUIP R AND M	COPIER MAINTENANCE PURCHASED PURSUANT TO FS29.008
12/23/2024	JM TODD COMPANY	ACH23	45.10	LEASE EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
			$ 9,654.27		
12/23/2024	KELLY BROTHERS INC	ACH23	4,956.00	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY
12/23/2024	KELLY BROTHERS INC	ACH23	6,170.16	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY
			$ 11,126.16		
12/23/2024	KIMLEY HORN & ASSOCIATES INC	ACH23	25,787.50	ENGINEERING FEES	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS
12/23/2024	KIMLEY HORN & ASSOCIATES INC	ACH23	742.50	ENGINEERING FEES	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS
12/23/2024	KIMLEY HORN & ASSOCIATES INC	ACH23	1,072.50	ENGINEERING FEES	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS
12/23/2024	KIMLEY HORN & ASSOCIATES INC	ACH23	4,702.50	ENGINEERING FEES	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS
12/23/2024	KIMLEY HORN & ASSOCIATES INC	ACH23	8,332.50	ENGINEERING FEES	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS
12/23/2024	KIMLEY HORN & ASSOCIATES INC	ACH23	13,027.50	ENGINEERING FEES	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS
12/23/2024	KIMLEY HORN & ASSOCIATES INC	ACH23	544.00	ENGINEERING FEES	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS
12/23/2024	KIMLEY HORN & ASSOCIATES INC	ACH23	1,320.00	ENGINEERING FEES	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS
			$ 55,529.00		
12/23/2024	MAIL STATION COURIER	ACH23	899.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT WW DAILY OPERATIONS
			$ 899.00		
12/23/2024	MCMASTER CARR SUPPLY COMPANY	ACH23	405.90	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	MCMASTER CARR SUPPLY COMPANY	ACH23	41.98	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 447.88		
12/23/2024	MIDWEST TAPE EXCHANGE	ACH23	16,967.79	LIBRARY E-BOOKS	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/23/2024	MIDWEST TAPE EXCHANGE	ACH23	539.76	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/23/2024	MIDWEST TAPE EXCHANGE	ACH23	881.54	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/23/2024	MIDWEST TAPE EXCHANGE	ACH23	643.04	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
			$ 19,032.13		
12/23/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH23	2,053.25	OTHER CONTRACTUAL SERVICES	PROVIDE PROFESSIONAL SERVICES CE FOR VANDERBILT MSTU
12/23/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH23	2,288.00	OTHER CONTRACTUAL SERVICES	PROVIDE PROFESSIONAL SERVICES CE FOR VANDERBILT MSTU
12/23/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH23	6.40	OTHER CONTRACTUAL SERVICES	PROVIDE PROFESSIONAL SERVICES CE FOR VANDERBILT MSTU
			$ 4,347.65		
12/23/2024	SAFETY PRODUCTS INC	ACH23	2,530.00	CLOTHING AND UNIFORM PURCHASES	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS
12/23/2024	SAFETY PRODUCTS INC	ACH23	43.08	OTHER OPERATING SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	SAFETY PRODUCTS INC	ACH23	214.68	OTHER OPERATING SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	SAFETY PRODUCTS INC	ACH23	102.33	OTHER OPERATING SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	SAFETY PRODUCTS INC	ACH23	88.20	OTHER OPERATING SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 2,978.29		
12/23/2024	SUNSHINE ACE HARDWARE INC	ACH23	1,216.58	MINOR OPERATING EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	SUNSHINE ACE HARDWARE INC	ACH23	150.90	OTHER OPERATING SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	SUNSHINE ACE HARDWARE INC	ACH23	502.39	OTHER OPERATING SUPPLIES	PROVIDE OPERATING SUPPLIES FOR COMPLIANCE PURPOSES

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			$ 1,869.87		
12/23/2024	SUNSHINE STATE ONE CALL OF FLORIDA	ACH23	2,004.59	OTHER CONTRACTUAL SERVICES	PROVIDE ACCURATE LOCATION SERVICES FOR WATER-SEWER DISTRICT
12/23/2024	SUNSHINE STATE ONE CALL OF FLORIDA	ACH23	386.09	CONTRACT SVS ONE CALL LOCATES	STAFF & PUBLIC SEARCH FOR LOCATION UNDERGROUND UTILITIES
12/23/2024	SUNSHINE STATE ONE CALL OF FLORIDA	ACH23	595.71	CONTRACT SVS ONE CALL LOCATES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	SUNSHINE STATE ONE CALL OF FLORIDA	ACH23	532.89	CONTRACT SVS ONE CALL LOCATES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 3,519.28		
12/23/2024	VICS BOOT & SHOE INC	ACH23	225.00	PERSONAL SAFETY EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/23/2024	VICS BOOT & SHOE INC	ACH23	186.99	PERSONAL SAFETY EQUIPMENT	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF
12/23/2024	VICS BOOT & SHOE INC	ACH23	140.24	PERSONAL SAFETY EQUIPMENT	PROVIDE PROTECTIVE FOOTWEAR TO EMPLOYEES
12/23/2024	VICS BOOT & SHOE INC	ACH23	225.00	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/23/2024	VICS BOOT & SHOE INC	ACH23	420.49	PERSONAL SAFETY EQUIPMENT	PROVIDE PROTECTIVE FOOTWEAR TO COUNTY STAFF
12/23/2024	VICS BOOT & SHOE INC	ACH23	182.74	PERSONAL SAFETY EQUIPMENT	PROVIDE PERSONAL PROTECTION EQUIPMENT FOR COUNTY STAFF
12/23/2024	VICS BOOT & SHOE INC	ACH23	225.00	PERSONAL SAFETY EQUIPMENT	EMPLOYEE SAFETY
12/23/2024	VICS BOOT & SHOE INC	ACH23	841.45	PERSONAL SAFETY EQUIPMENT	PROVIDE STAFF WITH PROTECTIVE FOOTWEAR
			$ 2,446.91		
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	176.00	OTHER CONTRACTUAL SERVICES	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	46.66	OTHER MISCELLANEOUS SERVICES	PROVIDE COURIER SERVICES FOR GMCDD
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	46.67	OTHER MISCELLANEOUS SERVICES	PROVIDE COURIER SERVICES FOR GMCDD
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	46.67	OTHER MISCELLANEOUS SERVICES	PROVIDE COURIER SERVICES FOR GMCDD
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	312.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERATE
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	64.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERATE
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	60.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERATE
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	90.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERATE
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	36.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERATE
12/23/2024	RUSH MESSENGER SERVICE WEST INC	ACH23	90.00	OTHER CONTRACTUAL SERVICES	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY OPERATE
			$ 968.00		
12/23/2024	CDW LLC	ACH23	56,232.00	COMPUTER SOFTWARE	CISCO INTERNET ROUTERS FOR EDGE REPLACEMENT
12/23/2024	CDW LLC	ACH23	8,434.80	COMPUTER SOFTWARE	CISCO INTERNET ROUTERS FOR EDGE REPLACEMENT
12/23/2024	CDW LLC	ACH23	1,350.00	OTHER CONTRACTUAL SERVICES	HARDWARE & SOFTWARE SUPPORT FOR COUNTY CISCO EQUIPMENT
12/23/2024	CDW LLC	ACH23	553.00	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	2,772.00	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	540.00	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	520.00	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	2,060.00	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	1,217.65	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	5,428.00	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	2,956.35	MINOR OPERATING EQUIPMENT	OPERATE & MAINTAIN WELLFIELD
12/23/2024	CDW LLC	ACH23	387.99	MINOR OPERATING EQUIPMENT	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
12/23/2024	CDW LLC	ACH23	342.00	MINOR DATA PROCESSING EQUIPMENT	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/23/2024	CDW LLC	ACH23	223.18	MINOR DATA PROCESSING EQUIPMENT	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/23/2024	CDW LLC	ACH23	985.00	MINOR OPERATING EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	642.87	OFFICE EQUIPMENT R AND M	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	CDW LLC	ACH23	1,181.84	OFFICE EQUIPMENT R AND M	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 85,826.68		
12/23/2024	DOUGLAS N HIGGINS INC	ACH23	7,018.77	EMERGENCY MAINT AND REPAIR	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	DOUGLAS N HIGGINS INC	ACH23	10,024.00	UTILITIES REPAIR ETC	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DOUGLAS N HIGGINS INC	ACH23	12,267.00	UTILITIES REPAIR ETC	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DOUGLAS N HIGGINS INC	ACH23	4,993.56	UTILITIES REPAIR ETC	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DOUGLAS N HIGGINS INC	ACH23	6,390.50	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DOUGLAS N HIGGINS INC	ACH23	8,137.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DOUGLAS N HIGGINS INC	ACH23	70.28	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 48,901.11		
12/23/2024	ENCORE BROADCAST SOLUTIONS	ACH23	704.00	OTHER CONTRACTUAL SERVICES	MAINTENANCE AND REPAIR SERVICES FOR COLLIER TV ROOM
			$ 704.00		
12/23/2024	TAMIAMI FORD INC	ACH23	17.11	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/23/2024	TAMIAMI FORD INC	ACH23	14.72	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/23/2024	TAMIAMI FORD INC	ACH23	335.61	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/23/2024	TAMIAMI FORD INC	ACH23	262.09	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 629.53		
12/23/2024	DEERE COMPANY	ACH23	112,324.18	OTHER MACHINERY AND EQUIPMENT	TRACTOR AND EQUIPMENT TO MAINTAIN BEACH CLEANING
12/23/2024	DEERE COMPANY	ACH23	8,541.21	OTHER MACHINERY AND EQUIPMENT	TRACTOR AND EQUIPMENT TO MAINTAIN BEACH CLEANING
			$ 120,865.39		
12/23/2024	CUES INC	ACH23	972.23	MACHINE TOOLS R AND M OUTSIDE VENDORS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 972.23		

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12/23/2024	WESCO TURF INC	ACH23	46.14	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	WESCO TURF INC	ACH23	60.83	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	WESCO TURF INC	ACH23	74,791.08	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
12/23/2024	WESCO TURF INC	ACH23	1,029.00	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
12/23/2024	WESCO TURF INC	ACH23	1,495.82	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
12/23/2024	WESCO TURF INC	ACH23	1,495.82	OTHER MACHINERY AND EQUIPMENT	REPLACING AGEING EQUIPMENT
			$ 78,918.69		
12/23/2024	HACH COMPANY	ACH23	238.45	ELECTRICAL SUPPLIER	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/23/2024	HACH COMPANY	ACH23	30.10	POSTAGE FREIGHT AND UPS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 268.55		
12/23/2024	PARADISE ADVERTISING & MARKETING IN	ACH23	50,000.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
			$ 50,000.00		
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	21.87	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	130.61	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	29.11	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	159.72	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	344.86	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	30.59	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	164.35	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	2,135.91	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	877.64	UTILITIES PARTS ETC	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	GRAYBAR ELECTRIC COMPANY INC	ACH23	11,831.90	STREET LIGHT REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 15,726.56		
12/23/2024	ATKINSREALIS USA INC	ACH23	20,455.00	ENGINEERING FEES	AIRPORT REPAIRS & MAINTENANCE FOR SAFETY
			$ 20,455.00		
12/23/2024	CAROLLO ENGINEERS INC	ACH23	357.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/23/2024	CAROLLO ENGINEERS INC	ACH23	1,872.96	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/23/2024	CAROLLO ENGINEERS INC	ACH23	1,321.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 3,551.46		
12/23/2024	GRAY MATTER SYSTEMS LLC	ACH23	3,880.00	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
12/23/2024	GRAY MATTER SYSTEMS LLC	ACH23	9,000.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL SERVICES TO SUPPORT EXISTING SCADA SYSTEM
12/23/2024	GRAY MATTER SYSTEMS LLC	ACH23	844.11	COMPUTER SOFTWARE	SUPPORT SERVICE DELIVERY
12/23/2024	GRAY MATTER SYSTEMS LLC	ACH23	3,330.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	GRAY MATTER SYSTEMS LLC	ACH23	102.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	GRAY MATTER SYSTEMS LLC	ACH23	30,520.00	OTHER CONTRACTUAL SERVICES	PROVIDE STAFF ABILITY TO MORE EFFECTIVELY PERFORM DUTIES
			$ 47,676.61		
12/23/2024	IRON MOUNTAIN OFF SITE DATA	ACH23	1,268.31	RENT TEMPORARY STORAGE	OFFSITE STORAGE OF BACKUP TAPES TO SAFEGUARD PUBLIC DATA
			$ 1,268.31		
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	13.50	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	3,010.92	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	5,424.40	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	98.88	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	2,269.44	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	290.34	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	368.32	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	5,237.05	OTHER MACHINERY AND EQUIPMENT	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	32.96	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	82.40	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	291.26	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORGTREE TREATMENT PLANT
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	472.99	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	646.28	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	1,715.95	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION.
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	517.77	OTHER OPERATING SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	5,008.49	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	171.42	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	85.45	SIGNAL REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	1,484.33	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	292.42	OTHER OPERATING SUPPLIES	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	226.20	OTHER OPERATING SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	4,201.18	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	3,158.87	OTHER OPERATING SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER
12/23/2024	GRAINGER INDUSTRIAL SUPPLY	ACH23	706.37	OTHER OPERATING SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER
			$ 35,807.19		
12/23/2024	SULPHURIC ACID TRADING CO INC	ACH23	4,258.50	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT

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			$ 4,258.50		
12/23/2024	INDUSTRIAL SCIENTIFIC CORPORATION	ACH23	370.23	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	INDUSTRIAL SCIENTIFIC CORPORATION	ACH23	554.93	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	INDUSTRIAL SCIENTIFIC CORPORATION	ACH23	622.39	OTHER CONTRACTUAL SERVICES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	INDUSTRIAL SCIENTIFIC CORPORATION	ACH23	265.17	OTHER CONTRACTUAL SERVICES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	INDUSTRIAL SCIENTIFIC CORPORATION	ACH23	280.21	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	INDUSTRIAL SCIENTIFIC CORPORATION	ACH23	120.29	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 2,213.22		
12/23/2024	GILLIG LLC	ACH23	332.12	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	GILLIG LLC	ACH23	2,000.53	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	GILLIG LLC	ACH23	956.46	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	GILLIG LLC	ACH23	381.57	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 3,670.68		
12/23/2024	FISHER SCIENTIFIC	ACH23	138.96	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/23/2024	FISHER SCIENTIFIC	ACH23	367.01	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/23/2024	FISHER SCIENTIFIC	ACH23	290.40	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/23/2024	FISHER SCIENTIFIC	ACH23	174.05	OTHER OPERATING SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 970.42		
12/23/2024	BOUND TREE MEDICAL LLC	ACH23	1,505.90	MEDICINES AND DRUGS	MEDICATIONS FOR PATIENTS
			$ 1,505.90		
12/23/2024	BRINKS INCORPORATED	ACH23	1,127.09	BANK FEES	PROVIDE TRANSFER OF CASH TO BANK FOR COLLIER AREA TRANSIT
12/23/2024	BRINKS INCORPORATED	ACH23	125.23	BANK FEES	PROVIDE TRANSFER OF CASH TO BANK FOR COLLIER AREA TRANSIT
			$ 1,252.32		
12/23/2024	BAKER & TAYLOR ENTERTAINMENT	ACH23	351.66	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 351.66		
12/23/2024	CENTURYLINK COMMUNICATIONS LLC	ACH23	462.55	TELEPHONE DIRECT LINE	COMMUNICATION SERVICES FOR FLEET OPERATIONS
			$ 462.55		
12/23/2024	CHE&G INC	ACH23	191.87	PLUMBING CONTRACTORS	DRAIN TREATMENTS ON COUNTY FACILITIES
12/23/2024	CHE&G INC	ACH23	905.59	PLUMBING CONTRACTORS	DRAIN TREATMENTS ON COUNTY FACILITIES
12/23/2024	CHE&G INC	ACH23	129.37	PLUMBING CONTRACTORS	DRAIN TREATMENTS ON COUNTY FACILITIES
			$ 1,226.83		
12/23/2024	FIRST HOSPITAL LABORATORIES, INC	ACH23	2,238.14	OTHER MISCELLANEOUS SERVICES	EMS RANDOM DRUG TESTING OF EMPLOYEES
12/23/2024	FIRST HOSPITAL LABORATORIES, INC	ACH23	105.00	OTHER MISCELLANEOUS SERVICES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/23/2024	FIRST HOSPITAL LABORATORIES, INC	ACH23	300.00	OTHER CONTRACTUAL SERVICES	EMPLOYEE SAFETY
12/23/2024	FIRST HOSPITAL LABORATORIES, INC	ACH23	13.00	OTHER CONTRACTUAL SERVICES	EMPLOYEE SAFETY
12/23/2024	FIRST HOSPITAL LABORATORIES, INC	ACH23	128.00	MEDICAL X RAYAND LAB	SAFETY
12/23/2024	FIRST HOSPITAL LABORATORIES, INC	ACH23	1,614.00	OTHER MISCELLANEOUS SERVICES	EMS RANDOM DRUG TESTING OF EMPLOYEES
12/23/2024	FIRST HOSPITAL LABORATORIES, INC	ACH23	212.50	OTHER PROFESSIONAL FEES	PROMOTE A DRUGFREE WORKPLACE AND PUBLIC SAFETY
12/23/2024	FIRST HOSPITAL LABORATORIES, INC	ACH23	229.00	OTHER PROFESSIONAL FEES	PROMOTE A DRUGFREE WORKPLACE AND PUBLIC SAFETY
			$ 4,839.64		
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	654.62	ACCOUNTS RECEIVABLE SUSPENSE	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	28.52	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	13.13	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	180.32	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	583.93	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	603.88	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	76.60	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	17.96	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	17.97	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	132.72	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	66.36	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	66.36	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	34.74	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	429.10	ACCOUNTS RECEIVABLE SUSPENSE	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	26.46	STORAGE CONTRACTOR	DEC 24 STORAGE
12/23/2024	ROBERT FLINN RECORDS CENTER	ACH23	310.47	STORAGE CONTRACTOR	DEC 24 STORAGE
			$ 3,243.14		
12/23/2024	REXEL USA INC	ACH23	60,958.33	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 60,958.33		
12/23/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH23	225.57	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/23/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH23	72.84	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/23/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH23	23.50	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/23/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH23	42.29	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24
12/23/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH23	35.25	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/31/24

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12/23/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH23	70.49	WATER AND SEWER	SERVICES 12/1-12/31/24
			$ 469.94		
12/23/2024	GUARDIAN FUELING TECHNOLOGIES	ACH23	147.06	OTHER CONTRACTUAL SERVICES	SUPPORT SERVICE DELIVERY
			$ 147.06		
12/23/2024	EARTH TECH ENVIRONMENTAL LLC	ACH23	228,500.00	OTHER CONTRACTUAL SERVICES	STORMWATER MANAGEMENT
12/23/2024	EARTH TECH ENVIRONMENTAL LLC	ACH23	258,200.00	OTHER CONTRACTUAL SERVICES	STORMWATER MANAGEMENT
12/23/2024	EARTH TECH ENVIRONMENTAL LLC	ACH23	4,500.00	OTHER CONTRACTUAL SERVICES	EXOTIC VEGETATION REMOVAL FOR PARADISE COAST SPORTS COMPLEX
12/23/2024	EARTH TECH ENVIRONMENTAL LLC	ACH23	4,500.00	OTHER CONTRACTUAL SERVICES	EXOTIC VEGETATION REMOVAL FOR PARADISE COAST SPORTS COMPLEX
12/23/2024	EARTH TECH ENVIRONMENTAL LLC	ACH23	3,000.00	OTHER CONTRACTUAL SERVICES	EXOTIC VEGETATION REMOVAL FOR PARADISE COAST SPORTS COMPLEX
			$ 498,700.00		
12/23/2024	AECOM TECHNICAL SERVICES INC	ACH23	8,052.00	ENGINEERING FEES	TO PROVIDE ENGINEERING SERVICES FOR METER ROUTE OPTIMIZATION
			$ 8,052.00		
12/23/2024	DAVIDSON ENGINEERING INC	ACH23	4,475.00	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DAVIDSON ENGINEERING INC	ACH23	1,581.00	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DAVIDSON ENGINEERING INC	ACH23	5,347.50	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
			$ 11,403.50		
12/23/2024	MINAMI DOJO INC	ACH23	130.00	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICE FOR PROGRAMS AND OR EVENTS
			$ 130.00		
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	134.49	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTED SERVICES PROVIDED PURSUANT TO FS 29.008
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	59.40	OTHER CONTRACTUAL SERVICES	TO PROTECT SENSITIVE INFORMATION
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	29.70	TRASH AND GARBAGE DISPOSAL	PURCHASE SHREDDING SERVICES
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	59.40	OTHER CONTRACTUAL SERVICES	TO PROTECT SENSITIVE INFORMATION
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	6,242.62	STORAGE CONTRACTOR	PROVIDE RECORD MANAGEMENT SERVICES FOR GMCDD
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	889.65	OTHER CONTRACTUAL SERVICES	PROVIDE RECORD MANAGEMENT SERVICES FOR GMCDD
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	394.41	STORAGE CONTRACTOR	PROVIDE RECORD MANAGEMENT SERVICES FOR GMCDD
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	30,074.55	OTHER CONTRACTUAL SERVICES	MEDIA CONVERSION SERVICES FOR GMCD
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	3,341.62	OTHER CONTRACTUAL SERVICES	MEDIA CONVERSION SERVICES FOR GMCD
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	33,416.17	OTHER CONTRACTUAL SERVICES	MEDIA CONVERSION SERVICES FOR GMCD
12/23/2024	VITAL RECORDS HOLDING LLC	ACH23	44,554.89	OTHER CONTRACTUAL SERVICES	MEDIA CONVERSION SERVICES FOR GMCD
			$ 119,196.90		
12/23/2024	MUNCIE TRANSIT SUPPLY	ACH23	214.37	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MUNCIE TRANSIT SUPPLY	ACH23	30.69	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MUNCIE TRANSIT SUPPLY	ACH23	(825.00)	CREDIT MEMO	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MUNCIE TRANSIT SUPPLY	ACH23	350.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MUNCIE TRANSIT SUPPLY	ACH23	78.80	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MUNCIE TRANSIT SUPPLY	ACH23	862.80	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	MUNCIE TRANSIT SUPPLY	ACH23	700.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,411.66		
12/23/2024	COSTAR REALTY INFORMATION INC	ACH23	422.04	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	PROVIDE GMD STAFF ACCESS TO REAL ESTATE ELECTRONIC DATABASE
12/23/2024	COSTAR REALTY INFORMATION INC	ACH23	445.00	DUES AND MEMBERSHIPS	TO PROMOTE ECONOMIC DEVELOPMENT IN COLLIER COUNTY
			$ 867.04		
12/23/2024	STANTEC CONSULTING SERVICES INC	ACH23	132.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	STANTEC CONSULTING SERVICES INC	ACH23	1,938.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 2,070.75		
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	5,056.00	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	2,950.00	MAINTENANCE LANDSCAPING	LANDSCAPING FOR WELLFIELD
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	6,110.72	MAINTENANCE OF GROUNDS ALLOCATED	LANDSCAPE MAINTENANCE FOR MSTU MEDIANS & ROADWAYS
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	3,000.00	LANDSCAPE INCIDENTALS	LANDSCAPE MAINTENANCE FOR MSTU MEDIANS & ROADWAYS
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	200.00	LANDSCAPE INCIDENTALS	LANDSCAPE MAINTENANCE FOR MSTU MEDIANS & ROADWAYS
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	12,753.00	MAINTENANCE OF GROUNDS ALLOCATED	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	12,753.00	MAINTENANCE OF GROUNDS ALLOCATED	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	1,950.00	LANDSCAPE INCIDENTALS	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	1,090.00	MAINTENANCE OF GROUNDS ALLOCATED	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	1,090.00	MAINTENANCE OF GROUNDS ALLOCATED	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	6,558.60	OTHER CONTRACTUAL SERVICES	GROUND MAINT FOR LELY MSTU AREAS
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	11,550.00	OTHER CONTRACTUAL SERVICES	GROUND MAINT FOR GOLDEN GATE MSTU AREAS
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	3,000.00	MAINTENANCE LANDSCAPING	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	1,400.00	MAINTENANCE LANDSCAPING	IMMOKALEE CEMETERY LANDSCAPE MAINTENANCE
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	350.00	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	350.00	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	700.00	MAINTENANCE OF GROUNDS ALLOCATED	TO MAINTAIN COUNTY OWNED PROPERTY
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	472.50	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	202.50	MAINTENANCE LANDSCAPING	PARK SAFETY AND MAINTENANCE
12/23/2024	A&M PROPERTY MAINTENANCE LLC	ACH23	150.00	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS

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			$ 71,686.32		
12/23/2024	WEX BANK	ACH23	26,818.38	FUEL AND LUBRICANTS OUTSIDE VENDORS	GASOLINE & DIESEL FUEL REQUIREMENT FOR FLEET OPERATIONS
			$ 26,818.38		
12/23/2024	AZURA INVESTIGATIONS LLC	ACH23	2,633.40	OTHER PROFESSIONAL FEES	PROMOTE SAFE DRIVING AND PUBLIC SAFETY
12/23/2024	AZURA INVESTIGATIONS LLC	ACH23	714.00	OTHER CONTRACTUAL SERVICES	OBTAIN BACKGROUND CHECKS FOR COLLIER COUNTY NEW HIRES
			$ 3,347.40		
12/23/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH23	12,160.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/23/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH23	6,720.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/23/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH23	12,160.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/23/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH23	6,780.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/23/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH23	3,640.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/23/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH23	60,160.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
12/23/2024	NOVA ENGINEERING & ENVIRONMENTAL LL	ACH23	18,640.00	OTHER CONTRACTUAL SERVICES	PLANNING AND REGULATION STAFFING SERVICES TO SUPPORT GMCDD
			$ 120,260.00		
12/23/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH23	1,589.68	ELECTRICAL CONTRACTORS	URGENT ELECTRICAL CONTRACTOR SERVICES
12/23/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH23	2,809.44	LIGHTING MAINTENANCE	SUPPORT SERVICE DELIVERY
12/23/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH23	661.53	ELECTRICAL CONTRACTORS	SUPPORT SERVICE DELIVERY
12/23/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH23	5,493.94	OTHER CONTRACTUAL SERVICES	EMPLOYEE PRODUCTIVITY
12/23/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH23	2,960.50	ELECTRICAL CONTRACTORS	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
12/23/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH23	38,830.38	ELECTRICAL CONTRACTORS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH23	20,244.67	OTHER CONTRACTUAL SERVICES	OPERATING AND MAINTAINING CRITICAL FACILITIES
			$ 72,590.14		
12/23/2024	TALX UC EXPRESS	ACH23	487.36	OTHER PROFESSIONAL FEES	UNEMPLOYMENT COST MGMT. SERVICE
			$ 487.36		
12/23/2024	MWASTE INC	ACH23	14.95	TRASH AND GARBAGE DISPOSAL	REMOVAL OF HAZARDOUS WASTE SAFELY FROM PARK
12/23/2024	MWASTE INC	ACH23	14.95	TRASH AND GARBAGE DISPOSAL	REMOVAL OF HAZARDOUS WASTE SAFELY FROM PARK
12/23/2024	MWASTE INC	ACH23	175.00	HAZARDOUS WASTE MGMT FEE	BIO HAZARD WASTE DISPOSAL PUBLIC SAFETY
12/23/2024	MWASTE INC	ACH23	29.90	TRASH AND GARBAGE DISPOSAL	REMOVAL OF HAZARDOUS WASTE SAFELY FROM PARK
12/23/2024	MWASTE INC	ACH23	29.90	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/23/2024	MWASTE INC	ACH23	243.94	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/23/2024	MWASTE INC	ACH23	204.40	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/23/2024	MWASTE INC	ACH23	14.95	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
12/23/2024	MWASTE INC	ACH23	14.95	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
			$ 742.94		
12/23/2024	CINTAS CORPORATION	ACH23	24.55	CLOTHING AND UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS
			$ 24.55		
12/23/2024	US WATER SERVICES CORPORATION	ACH23	424.35	WATER SYSTEM TX AND MAINT	SERVICES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/23/2024	US WATER SERVICES CORPORATION	ACH23	100.00	WATER SYSTEM TX AND MAINT	SERVICES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/23/2024	US WATER SERVICES CORPORATION	ACH23	308.20	WATER SYSTEM TX AND MAINT	SERVICES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/23/2024	US WATER SERVICES CORPORATION	ACH23	651.69	WATER SYSTEM TX AND MAINT	SERVICES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 1,484.24		
12/23/2024	PREFERRED MATERIALS INC	ACH23	183.00	ASPHALT AND COLD MIX	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
			$ 183.00		
12/23/2024	STRATEGY MARKETING GROUP INC	ACH23	176.00	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/23/2024	STRATEGY MARKETING GROUP INC	ACH23	93.09	POSTAGE FREIGHT AND UPS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/23/2024	STRATEGY MARKETING GROUP INC	ACH23	284.40	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
12/23/2024	STRATEGY MARKETING GROUP INC	ACH23	225.85	POSTAGE FREIGHT AND UPS	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES
			$ 779.34		
12/23/2024	BEASLEY MEDIA GROUP LLC	ACH23	240.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/23/2024	BEASLEY MEDIA GROUP LLC	ACH23	352.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/23/2024	BEASLEY MEDIA GROUP LLC	ACH23	440.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/23/2024	BEASLEY MEDIA GROUP LLC	ACH23	188.00	MARKETING AND PROMOTIONAL	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
			$ 1,220.00		
12/23/2024	APTIM ENVIRONMENTAL & INFRASTRUCURE	ACH23	5,663.00	ENGINEERING FEES	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
12/23/2024	APTIM ENVIRONMENTAL & INFRASTRUCURE	ACH23	129.21	ENGINEERING FEES	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 5,792.21		
12/23/2024	TWILIO INC	ACH23	160.03	CELLULAR TELEPHONE	IMPROVE COMMUNICATIONS WITH PUBLIC FOR PERMIT INSPECTIONS
12/23/2024	TWILIO INC	ACH23	147.36	CELLULAR TELEPHONE	IMPROVE COMMUNICATIONS WITH PUBLIC FOR PERMIT INSPECTIONS
			$ 307.39		
12/23/2024	MAINSCAPE INC	ACH23	3,584.71	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	10,341.54	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	27,112.37	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	11,732.65	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	9,768.34	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY

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12/23/2024	MAINSCAPE INC	ACH23	10,194.79	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	2,444.28	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	8,334.64	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	13,237.31	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	5,182.25	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	3,893.48	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/23/2024	MAINSCAPE INC	ACH23	13,124.14	MAINTENANCE LANDSCAPING	MAINT. FOR RR EAST MEDIANS
12/23/2024	MAINSCAPE INC	ACH23	35,099.50	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	266.90	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	118.85	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	416.35	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	132.84	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	199.33	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	658.30	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	164.07	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	583.27	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
12/23/2024	MAINSCAPE INC	ACH23	727.48	MAINTENANCE LANDSCAPING	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 157,317.39		
12/23/2024	TRINOVA INC	ACH23	2,185.71	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/23/2024	TRINOVA INC	ACH23	60.00	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 2,245.71		
12/23/2024	JACOBS ENGINEERING GROUP INC	ACH23	5,914.00	ENGINEERING FEES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING
12/23/2024	JACOBS ENGINEERING GROUP INC	ACH23	2,346.00	ENGINEERING FEES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING
			$ 8,260.00		
12/23/2024	SMITH BRYAN & MYERS INC	ACH23	6,250.00	OTHER CONTRACTUAL SERVICES	ADVANCE THE COUNTY'S LEGISLATIVE PRIORITIES & INITIATIVES
			$ 6,250.00		
12/23/2024	BEST VERSION MEDIA LLC	ACH23	2,775.04	OTHER ADS	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND COLLECTION
			$ 2,775.04		
12/23/2024	EFE INC	ACH23	34,410.00	OTHER MACHINERY AND EQUIPMENT	SUPPORT SERVICE DELIVERY
12/23/2024	EFE INC	ACH23	695.00	OTHER MACHINERY AND EQUIPMENT	SUPPORT SERVICE DELIVERY
12/23/2024	EFE INC	ACH23	312.83	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	EFE INC	ACH23	863.05	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	EFE INC	ACH23	897.37	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 37,178.25		
12/23/2024	CAPITAL CONTRACTORS, LLC	ACH23	4,700.00	BUILDING R AND M OUTSIDE VENDORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/23/2024	CAPITAL CONTRACTORS, LLC	ACH23	6,250.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/23/2024	CAPITAL CONTRACTORS, LLC	ACH23	3,500.00	BUILDING R AND M OUTSIDE VENDORS	SUPPORT SERVICE DELIVERY
12/23/2024	CAPITAL CONTRACTORS, LLC	ACH23	12,500.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
			$ 26,950.00		
12/23/2024	ENVIRONMENTAL PRODUCTS GROUP INC	ACH23	1,187.38	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	ENVIRONMENTAL PRODUCTS GROUP INC	ACH23	280.10	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,467.48		
12/23/2024	NCR PAYMENT SOLUTIONS CORP.	ACH23	10.82	BANK FEES	SUPPORT CHS OPERATIONS
12/23/2024	NCR PAYMENT SOLUTIONS CORP.	ACH23	139,227.30	BANK FEES	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES
12/23/2024	NCR PAYMENT SOLUTIONS CORP.	ACH23	3,396.10	CREDIT CARD DISCOUNT FEE	SUPPORT SERVICE DELIVERY
12/23/2024	NCR PAYMENT SOLUTIONS CORP.	ACH23	84.36	CREDIT CARD DISCOUNT FEE	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/23/2024	NCR PAYMENT SOLUTIONS CORP.	ACH23	283.34	BANK FEES	SUPPORT SERVICE DELIVERY
12/23/2024	NCR PAYMENT SOLUTIONS CORP.	ACH23	6,536.87	BANK FEES	ALLOW RESIDENTS AND BUSINESS TO CONVENIENTLY PAY TIPPING FEE
12/23/2024	NCR PAYMENT SOLUTIONS CORP.	ACH23	3.99	OTHER CONTRACTUAL SERVICES	CREDIT CARD & ACH PROCESSING
			$ 149,542.78		
12/23/2024	WATER SCIENCE ASSOCIATES, INC	ACH23	563.85	OTHER CONTRACTUAL SERVICE	OPERATING AND MAINTAINING CRITICAL FACILITIES
			$ 563.85		
12/23/2024	KEYSTAFF INC	ACH23	3,241.45	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/23/2024	KEYSTAFF INC	ACH23	939.12	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK @ MERCANTILE
12/23/2024	KEYSTAFF INC	ACH23	879.38	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT APPLICATIONS DIVISION
12/23/2024	KEYSTAFF INC	ACH23	2,719.18	TEMPORARY LABOR	MAINTAIN AIRPORT STAFFING NEEDS
12/23/2024	KEYSTAFF INC	ACH23	710.64	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/23/2024	KEYSTAFF INC	ACH23	422.50	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/23/2024	KEYSTAFF INC	ACH23	288.00	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/23/2024	KEYSTAFF INC	ACH23	555.93	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK DIVISION
12/23/2024	KEYSTAFF INC	ACH23	1,418.40	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/23/2024	KEYSTAFF INC	ACH23	727.36	TEMPORARY LABOR	PROMOTE, MARKET, ADV. IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/23/2024	KEYSTAFF INC	ACH23	610.06	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	504.33	TEMPORARY LABOR	EMPLOYMENT SERVICES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/23/2024	KEYSTAFF INC	ACH23	1,032.53	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/23/2024	KEYSTAFF INC	ACH23	1,493.98	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	1,615.46	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/23/2024	KEYSTAFF INC	ACH23	365.54	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	552.62	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	1,070.45	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	848.79	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	390.82	TEMPORARY LABOR	SUPPORT STAFF FOR EMS TRAINING DEPT.
12/23/2024	KEYSTAFF INC	ACH23	490.07	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	679.88	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/23/2024	KEYSTAFF INC	ACH23	887.24	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	639.96	TEMPORARY LABOR	SUPPORT STAFF FOR EMS SUPPLY WAREHOUSE
12/23/2024	KEYSTAFF INC	ACH23	1,387.19	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/23/2024	KEYSTAFF INC	ACH23	917.23	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	571.20	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR PSC
12/23/2024	KEYSTAFF INC	ACH23	666.58	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	533.83	TEMPORARY LABOR	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
12/23/2024	KEYSTAFF INC	ACH23	405.48	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	1,208.08	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	309.89	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	791.00	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	429.25	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/23/2024	KEYSTAFF INC	ACH23	871.23	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	759.07	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	1,675.57	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/23/2024	KEYSTAFF INC	ACH23	1,463.06	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/23/2024	KEYSTAFF INC	ACH23	1,672.96	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/23/2024	KEYSTAFF INC	ACH23	1,708.80	TEMPORARY LABOR	PROVIDE NECESSARY STAFF TO PU TECH SUPPORT TEAM
12/23/2024	KEYSTAFF INC	ACH23	578.67	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	700.42	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/23/2024	KEYSTAFF INC	ACH23	693.50	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/23/2024	KEYSTAFF INC	ACH23	569.10	TEMPORARY LABOR	CONTRACT LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	413.08	OTHER CONTRACTUAL SERVICES	TEMPORARY HELP FOR COUNTY
12/23/2024	KEYSTAFF INC	ACH23	2,223.45	TEMPORARY LABOR	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/23/2024	KEYSTAFF INC	ACH23	3,072.22	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	3,260.40	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	635.88	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/23/2024	KEYSTAFF INC	ACH23	3,448.61	OTHER CONTRACTUAL SERVICES	MAINTAIN STAFFING NEEDS FOR TRAFFIC OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	4,843.59	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	599.25	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/23/2024	KEYSTAFF INC	ACH23	1,105.92	TEMPORARY LABOR	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/23/2024	KEYSTAFF INC	ACH23	2,770.44	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/23/2024	KEYSTAFF INC	ACH23	683.12	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/23/2024	KEYSTAFF INC	ACH23	341.56	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/23/2024	KEYSTAFF INC	ACH23	5,552.93	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/23/2024	KEYSTAFF INC	ACH23	775.01	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/23/2024	KEYSTAFF INC	ACH23	2,558.72	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/23/2024	KEYSTAFF INC	ACH23	1,116.81	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	123.36	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	665.43	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	530.16	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	288.63	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	288.63	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	738.82	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/23/2024	KEYSTAFF INC	ACH23	1,583.01	OTHER CONTRACTUAL SERVICES	MAINTAIN COASTAL ZONE OPERATIONS AND SERVICES
12/23/2024	KEYSTAFF INC	ACH23	595.20	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/23/2024	KEYSTAFF INC	ACH23	1,264.74	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/23/2024	KEYSTAFF INC	ACH23	559.38	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/23/2024	KEYSTAFF INC	ACH23	645.12	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/23/2024	KEYSTAFF INC	ACH23	5,922.74	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
			$ 87,602.01		
12/23/2024	HIGH SOURCES INC	ACH23	85,259.73	CUSTODIAL SERVICES OUTSIDE VENDORS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 85,259.73		
12/23/2024	NCR PAYMENT SOLUTIONS CORP.	ACH23	25.20	OTHER PROFESSIONAL FEES	TO PROMOTE ECONOMIC DEVELOPMENT IN COLLIER COUNTY

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			$ 25.20		
12/23/2024	MERSINO DEWATERING LLC	ACH23	253,276.01	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	MERSINO DEWATERING LLC	ACH23	12,203.04	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	MERSINO DEWATERING LLC	ACH23	80,284.20	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	MERSINO DEWATERING LLC	ACH23	32,475.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 378,238.25		
12/23/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH23	6,878.59	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
			$ 6,878.59		
12/23/2024	AVFUEL CORP.	ACH23	21,093.72	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 21,093.72		
12/23/2024	FERNANDO MOLINA	ACH23	225.22	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
12/23/2024	FERNANDO MOLINA	ACH23	2,565.34	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 2,790.56		
12/23/2024	WATER SCIENCE ASSOCIATES, INC	ACH23	10,116.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 10,116.00		
12/23/2024	DT WATER LLC	ACH23	26.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	3.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	70.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	3.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	43.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	21.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	30.50	OFFICE SUPPLIES GENERAL	SUPPORT SERVICES DELIVERY
12/23/2024	DT WATER LLC	ACH23	12.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	35.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	7.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	71.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	39.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	17.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	26.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	26.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	193.00	OFFICE SUPPLIES GENERAL	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	DT WATER LLC	ACH23	29.00	OFFICE SUPPLIES GENERAL	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	DT WATER LLC	ACH23	28.00	OFFICE SUPPLIES GENERAL	DAILY OPERATIONS
12/23/2024	DT WATER LLC	ACH23	36.50	OFFICE SUPPLIES GENERAL	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	DT WATER LLC	ACH23	29.00	OFFICE SUPPLIES GENERAL	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/23/2024	DT WATER LLC	ACH23	26.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	57.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	10.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	3.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	10.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	44.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	3.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	62.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	3.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	12.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	17.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	7.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	3.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	135.50	OFFICE SUPPLIES GENERAL	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DT WATER LLC	ACH23	75.00	OFFICE SUPPLIES GENERAL	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DT WATER LLC	ACH23	105.00	OFFICE SUPPLIES GENERAL	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DT WATER LLC	ACH23	86.00	OFFICE SUPPLIES GENERAL	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DT WATER LLC	ACH23	83.00	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/23/2024	DT WATER LLC	ACH23	21.50	OFFICE SUPPLIES GENERAL	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/23/2024	DT WATER LLC	ACH23	135.00	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DT WATER LLC	ACH23	157.50	OFFICE SUPPLIES GENERAL	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DT WATER LLC	ACH23	2,532.50	OFFICE SUPPLIES GENERAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DT WATER LLC	ACH23	662.00	OTHER OPERATING SUPPLIES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DT WATER LLC	ACH23	92.00	OFFICE SUPPLIES GENERAL	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DT WATER LLC	ACH23	26.00	OTHER OPERATING SUPPLIES	BOTTLED DRINKING WATER FOR IT STAFF & CUSTOMERS
12/23/2024	DT WATER LLC	ACH23	87.50	OTHER OPERATING SUPPLIES	BOTTLED DRINKING WATER FOR IT STAFF & CUSTOMERS
12/23/2024	DT WATER LLC	ACH23	36.50	OFFICE SUPPLIES GENERAL	PROVIDE DRINKING WATER FOR CMO STAFF & GUESTS
12/23/2024	DT WATER LLC	ACH23	58.50	OFFICE SUPPLIES GENERAL	CBO OFFICE DRINKING WATER
12/23/2024	DT WATER LLC	ACH23	15.60	OTHER CONTRACTUAL SERVICES	EMPLOYEE SAFETY

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12/23/2024	DT WATER LLC	ACH23	10.40	OTHER CONTRACTUAL SERVICES	EMPLOYEE SAFETY
12/23/2024	DT WATER LLC	ACH23	35.00	OFFICE SUPPLIES GENERAL	SPORTS COMPLEX COOLER & DRINKING WATER
12/23/2024	DT WATER LLC	ACH23	157.50	OFFICE SUPPLIES GENERAL	PROMOTE HEALTH AND WELLNESS OF STAFF AND VISITORS
12/23/2024	DT WATER LLC	ACH23	109.50	OTHER CONTRACTUAL SERVICES	EMPLOYEE SAFETY
12/23/2024	DT WATER LLC	ACH23	73.00	OTHER CONTRACTUAL SERVICES	EMPLOYEE SAFETY
12/23/2024	DT WATER LLC	ACH23	39.50	OFFICE SUPPLIES GENERAL	WATER FOR STAFF TO PERFORM DUTIES
12/23/2024	DT WATER LLC	ACH23	164.50	OFFICE SUPPLIES GENERAL	HEALTH AND SAFETY
12/23/2024	DT WATER LLC	ACH23	21.50	OTHER MISCELLANEOUS SERVICES	WATER FOR STAFF AT IMMOKALEE RM OFFICE
12/23/2024	DT WATER LLC	ACH23	12.50	OFFICE SUPPLIES GENERAL	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	66.50	FOOD OPERATING SUPPLIES	PURCHASE DRINKING WATER FOR EMPLOYEES
12/23/2024	DT WATER LLC	ACH23	26.00	OTHER OPERATING SUPPLIES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/23/2024	DT WATER LLC	ACH23	16.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	30.50	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/23/2024	DT WATER LLC	ACH23	53.00	OTHER OPERATING SUPPLIES	PROVIDE BOTTLED WATER FOR OFFICE
12/23/2024	DT WATER LLC	ACH23	79.75	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/23/2024	DT WATER LLC	ACH23	52.00	OFFICE SUPPLIES GENERAL	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	17.00	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
12/23/2024	DT WATER LLC	ACH23	225.00	OFFICE SUPPLIES GENERAL	PROVIDE DRINKING WATER FOR LOCATES STAFF
12/23/2024	DT WATER LLC	ACH23	110.50	OTHER OPERATING SUPPLIES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/23/2024	DT WATER LLC	ACH23	35.00	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	39.50	OFFICE SUPPLIES GENERAL	DRINKING WATER FOR COLLIER 311 STAFF AND CUSTOMERS
12/23/2024	DT WATER LLC	ACH23	30.50	OFFICE SUPPLIES GENERAL	PROVIDE DRINKING WATER FOR CCR STAFF AND CUSTOMERS
12/23/2024	DT WATER LLC	ACH23	73.00	OFFICE SUPPLIES GENERAL	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	128.50	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES FOR MANAGEMENT & ADMIN FOR PUBLIC UTILITIES
12/23/2024	DT WATER LLC	ACH23	66.50	OFFICE SUPPLIES GENERAL	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	42.50	OFFICE SUPPLIES GENERAL	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/23/2024	DT WATER LLC	ACH23	39.50	OFFICE SUPPLIES GENERAL	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/23/2024	DT WATER LLC	ACH23	359.00	OFFICE SUPPLIES GENERAL	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/23/2024	DT WATER LLC	ACH23	3.50	OFFICE SUPPLIES GENERAL	PROVIDE DRINKING WATER FOR COMMISSIONERS, AIDES & GUESTS
12/23/2024	DT WATER LLC	ACH23	34.50	OFFICE SUPPLIES GENERAL	PROVIDE DRINKING WATER FOR COMMISSIONERS, AIDES & GUESTS
12/23/2024	DT WATER LLC	ACH23	873.50	OTHER OPERATING SUPPLIES	PROVIDE DRINKING WATER AT GMD BUILDINGS FOR STAFF AND PUBLIC
12/23/2024	DT WATER LLC	ACH23	8.00	OTHER OPERATING SUPPLIES	PROVIDE DRINKING WATER AT GMD BUILDINGS FOR STAFF AND PUBLIC
12/23/2024	DT WATER LLC	ACH23	47.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	8.50	OTHER OPERATING SUPPLIES	PROVIDE DRINKING WATER FOR CAT STAFF
12/23/2024	DT WATER LLC	ACH23	8.50	OTHER OPERATING SUPPLIES	PROVIDE DRINKING WATER FOR CAT STAFF
12/23/2024	DT WATER LLC	ACH23	17.50	OTHER MISCELLANEOUS SERVICES	PROVIDE DRINKING WATER FOR PTNE/MSTU STAFF
12/23/2024	DT WATER LLC	ACH23	17.50	OTHER MISCELLANEOUS SERVICES	PROVIDE DRINKING WATER FOR PTNE/MSTU STAFF
12/23/2024	DT WATER LLC	ACH23	32.00	OFFICE SUPPLIES GENERAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DT WATER LLC	ACH23	3.50	OFFICE SUPPLIES GENERAL	DRINKING WATER FOR CRA STAFF
12/23/2024	DT WATER LLC	ACH23	107.00	OFFICE SUPPLIES GENERAL	HYDRATION FOR SAFETY OF FIELD STAFF
12/23/2024	DT WATER LLC	ACH23	8.00	OFFICE SUPPLIES GENERAL	DRINKING WATER FOR IMM CRA OFFICE
12/23/2024	DT WATER LLC	ACH23	27.00	OTHER OPERATING SUPPLIES	DRINKING WATER
12/23/2024	DT WATER LLC	ACH23	4.50	OFFICE SUPPLIES GENERAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	DT WATER LLC	ACH23	135.50	OFFICE SUPPLIES GENERAL	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DT WATER LLC	ACH23	45.00	OFFICE SUPPLIES GENERAL	OPERATING AND MAINTAINING CRITICAL FACILITIES
12/23/2024	DT WATER LLC	ACH23	21.50	OFFICE SUPPLIES GENERAL	SUPPORT SERVICE DELIVERY
12/23/2024	DT WATER LLC	ACH23	44.00	OFFICE SUPPLIES GENERAL	PROVIDE DRINKING WATER TO EMPLOYEES
12/23/2024	DT WATER LLC	ACH23	43.00	OTHER CONTRACTUAL SERVICES	FILTERED WATER FOR STAFF
12/23/2024	DT WATER LLC	ACH23	43.00	OTHER CONTRACTUAL SERVICES	FILTERED WATER FOR STAFF
12/23/2024	DT WATER LLC	ACH23	355.50	OTHER CONTRACTUAL SERVICES	WATER FOR JURY ROOMS AND STAFF
12/23/2024	DT WATER LLC	ACH23	165.00	OFFICE SUPPLIES GENERAL	WATER HEALTH AND SAFETY
			$ 9,484.25		
12/23/2024	CPH CONSULTING, LLC	ACH23	452.25	ENGINEERING FEES	SUPPORT SERVICE DELIVERY
12/23/2024	CPH CONSULTING, LLC	ACH23	2,010.00	ENGINEERING FEES	SUPPORT SERVICE DELIVERY
12/23/2024	CPH CONSULTING, LLC	ACH23	2,412.00	ENGINEERING FEES	SUPPORT SERVICE DELIVERY
			$ 4,874.25		
12/23/2024	LA APIARIES LLC	ACH23	2,000.00	OTHER CONTRACTUAL SERVICES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
			$ 2,000.00		
12/23/2024	D.T. WATER, LLC	ACH23	392.59	OFFICE SUPPLIES GENERAL	MAINTENANCE & OPERATION OF REVERSE OSMOSIS SYSTEM IN PC LAB
12/23/2024	D.T. WATER, LLC	ACH23	75.50	OTHER OPERATING SUPPLIES	OTHER OPERATING SERVICES PROVIDED PURSUANT TO FS 29.008
12/23/2024	D.T. WATER, LLC	ACH23	116.00	OTHER OPERATING SUPPLIES	OTHER OPERATING SERVICES PROVIDED PURSUANT TO FS 29.008
			$ 584.09		
12/23/2024	BOWMAN GULF COAST LLC	ACH23	2,352.50	ENGINEERING FEES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	BOWMAN GULF COAST LLC	ACH23	450.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/23/2024	BOWMAN GULF COAST LLC	ACH23	1,979.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	371.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	1,403.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	450.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	1,257.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	288.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	1,631.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	247.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	1,412.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	330.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	1,174.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	165.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	982.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	82.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	219.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	10,260.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	100.50	ENGINEERING FEES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	BOWMAN GULF COAST LLC	ACH23	3,258.50	ENGINEERING FEES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/23/2024	BOWMAN GULF COAST LLC	ACH23	7,679.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 36,097.00		
12/23/2024	BOWMAN GULF COAST LLC	ACH23	219.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	237.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	582.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	82.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	1,117.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	696.50	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	3,221.13	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	3,221.12	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	687.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	747.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	6,067.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	192.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/23/2024	BOWMAN GULF COAST LLC	ACH23	1,342.75	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 18,413.00		
12/23/2024	LJA ENGINEERING, INC	ACH23	510.00	OTHER CONTRACTUAL SERVICES	MAINTAIN COMPLIANCE WITH GRANT REGULATIONS
12/23/2024	LJA ENGINEERING, INC	ACH23	4,575.00	OTHER CONTRACTUAL SERVICES	MAINTAIN COMPLIANCE WITH GRANT REGULATIONS
12/23/2024	LJA ENGINEERING, INC	ACH23	4,232.50	OTHER CONTRACTUAL SERVICES	MAINTAIN COMPLIANCE WITH GRANT REGULATIONS
12/23/2024	LJA ENGINEERING, INC	ACH23	3,485.00	OTHER CONTRACTUAL SERVICES	MAINTAIN COMPLIANCE WITH GRANT REGULATIONS
12/23/2024	LJA ENGINEERING, INC	ACH23	138.75	OTHER CONTRACTUAL SERVICES	MAINTAIN COMPLIANCE WITH GRANT REGULATIONS
			$ 12,941.25		
12/23/2024	LJA ENGINEERING, INC	ACH23	481.25	ENGINEERING FEES	ENGINEERING SERVICES FOR IMM SIDEWALK PHASE III
12/23/2024	LJA ENGINEERING, INC	ACH23	2,041.20	ENGINEERING FEES	TO MAINTAIN AND OPERATE COUNTY FACILITIES-CAXAMBAS BOAT RAMP
12/23/2024	LJA ENGINEERING, INC	ACH23	680.00	ENGINEERING FEES	TO MAINTAIN AND OPERATE COUNTY FACILITIES-CAXAMBAS BOAT RAMP
			$ 3,202.45		
12/23/2024	Jesse Komorny	ACH23	88.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 88.00		
12/23/2024	Wendy Klopf	ACH23	110.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	FURTHERING EDUCATION ON PROGRAM REQUIREMENTS
			$ 110.00		
12/23/2024	Timothy Rudzitis	ACH23	22.78	OUT OF COUNTY TRAVEL REGULAR BUSINESS	REASSIGNMENT STAFFING OF EMS STATION
			$ 22.78		
12/23/2024	Clay Fowell	ACH23	88.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 88.00		
12/23/2024	Lucus Cedeno	ACH23	186.25	OTHER TRAINING EDUCATIONAL EXPENSES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
			$ 186.25		
12/23/2024	Jackie McLendon	ACH23	88.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 88.00		
12/23/2024	David Rammel	ACH23	125.00	LICENSES AND PERMITS	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
			$ 125.00		
12/23/2024	Jonathan Camps	ACH23	172.00	OUT OF COUNTY TRAVEL REGULAR BUSINESS	PROVIDE STAFF REQUIRED PER DIEM
			$ 172.00		
12/23/2024	Austin Uhrick	ACH23	505.00	OUT OF COUNTY TRAVEL REGULAR BUSINESS	PROVIDE STAFF REQUIRED PER DIEM
			$ 505.00		
12/23/2024	Natanael Robles	ACH23	146.00	OTHER TRAINING EDUCATIONAL EXPENSES	REIMB-ASE TEST G1 & T8
			$ 146.00		

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12/23/2024	Kari Hodgson	ACH23	20.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
			$ 20.00		
12/23/2024	Molly Shepard	ACH23	536.00	OUT OF COUNTY TRAVEL REGULAR BUSINESS	PROVIDE STAFF REQUIRED PER DIEM
			$ 536.00		
12/23/2024	Luis Trejo	ACH23	144.72	MILEAGE REIMBURSEMENT REGULAR	MILEAGE REIMBURSEMENT
			$ 144.72		
12/23/2024	Denis Kaso	ACH23	168.30	MILEAGE REIMBURSEMENT REGULAR	MILEAGE REIMBURSEMENT
			$ 168.30		
12/23/2024	Pierre Bien Aime	ACH23	50.00	LICENSES AND PERMITS	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
			$ 50.00		
12/23/2024	John Melleky	ACH23	101.97	MILEAGE REIMBURSEMENT REGULAR	TRAVEL REIMBURSEMENT
			$ 101.97		
12/23/2024	Ronald Tomasko	ACH23	72.50	CLERKS RECORDING FEES ETC	REIMBURSEMENT TO STAFF FOR SALE FEE
			$ 72.50		
12/23/2024	Sarina Francis	ACH23	3.95	MILEAGE REIMBURSEMENT REGULAR	REIMBURSEMENT
12/23/2024	Sarina Francis	ACH23	78.99	MILEAGE REIMBURSEMENT REGULAR	REIMBURSEMENT
			$ 82.94		
12/23/2024	Mandy Mojica	ACH23	110.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	FURTHERING EDUCATION ON PROGRAM REQUIREMENTS
			$ 110.00		
12/23/2024	Erick Camacho	ACH23	181.44	MILEAGE REIMBURSEMENT REGULAR	MILEAGE REIMBURSEMENT
			$ 181.44		
12/23/2024	Victor Molina	ACH23	6.25	LICENSES AND PERMITS	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
			$ 6.25		
12/23/2024	Keagan Giblin	ACH23	20.00	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	EMPLOYEE CONTINUING EDUCATION
			$ 20.00		
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	18,327.00	OTHER CONTRACTUAL SERVICES	PROVIDE PROFESSIONAL PLANNING SERVICES TO GMD - ZONING DIV
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	1,606.50	ENGINEERING FEES	NEEDED TO DETERMINE INSTALLATION NEEDS OF STO INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	525.00	ENGINEERING FEES	NEEDED TO DETERMINE INSTALLATION NEEDS OF STO INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	100.50	ENGINEERING FEES	NEEDED TO DETERMINE INSTALLATION NEEDS OF STO INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	36.50	ENGINEERING FEES	NEEDED TO DETERMINE INSTALLATION NEEDS OF STO INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	201.00	BUILDINGS & IMPROVEMENTS	PROVIDE BUS STOPS TO COLLIER AREA TRANSIT PASSENGERS
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	427.13	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	427.13	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	3,172.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	3,172.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	697.46	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	2,789.86	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	427.13	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	427.13	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	2,004.78	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	3,723.16	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/23/2024	JOHNSON ENGINEERING LLC	WIR23	19,229.00	OTHER CONTRACTUAL SERVICES	PROVIDE PROFESSIONAL PLANNING SERVICES TO GMD - ZONING DIV
			$ 57,294.28		
12/23/2024	STEWART TITLE COMPANY	WIR23	400.00	OTHER CONTRACTUAL SERVICES	FORECLOSURE OF PROPERTY FOR UNPAID CODE ENFORCEMENT LIENS
12/23/2024	STEWART TITLE COMPANY	WIR23	400.00	OTHER CONTRACTUAL SERVICES	FORECLOSURE OF PROPERTY FOR UNPAID CODE ENFORCEMENT LIENS
12/23/2024	STEWART TITLE COMPANY	WIR23	400.00	OTHER CONTRACTUAL SERVICES	FORECLOSURE OF PROPERTY FOR UNPAID CODE ENFORCEMENT LIENS
			$ 1,200.00		
12/23/2024	ENVIROSERVE INC	WIR23	3,444.00	OTHER CONTRACTUAL SERVICES	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE
			$ 3,444.00		
12/26/2024	820/816 RSL RENTALS, LLC	226613	2,300.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,300.00		
12/26/2024	CONTINENTAL 422 FUND LLC	226614	1,396.01	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,396.01		
12/26/2024	CROSSCOUNTRY MORTGAGE	226615	2,709.05	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,709.05		
12/26/2024	HABITAT FOR HUMANITY OF	226616	692.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 692.00		
12/26/2024	HABITAT FOR HUMANITY OF	226617	735.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 735.00		
12/26/2024	NAPA JV HOLDINGS, LLC	226618	2,865.35	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,865.35		
12/26/2024	NAPA JV HOLDINGS, LLC	226619	1,201.14	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,201.14		
12/26/2024	ZACHARY M. ANDERSON	226620	1,895.00	DISASTER ASSISTANCE	CARES RELIEF

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			$ 1,895.00		
12/26/2024	ALLIED UNIVERSAL CORPORATION	ACH26	7,687.68	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/26/2024	ALLIED UNIVERSAL CORPORATION	ACH26	7,709.24	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 15,396.92		
12/26/2024	AIRBUS HELICOPTERS INC	ACH26	2,496.14	AVIATION R AND M	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT
			$ 2,496.14		
12/26/2024	COMMUNICATIONS INTERNATIONAL INC	ACH26	3,321.60	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/26/2024	COMMUNICATIONS INTERNATIONAL INC	ACH26	696.00	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 4,017.60		
12/26/2024	DISTRICT TWENTY MEDICAL EXAMINER	ACH26	90,233.33	MEDICAL EXAMINER OPERATIONS	PUBLIC SAFETY - MEDICAL EXAMINER SERVICES
			$ 90,233.33		
12/26/2024	PATRICK H NEALE PLLC	ACH26	58.50	LEGAL FEES	PROVIDE MAGISTRATE SERVICES FOR GMD CODE ENF HEARINGS
			$ 58.50		
12/26/2024	PROLIME CORPORATION	ACH26	13,695.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 13,695.00		
12/26/2024	THE SHERWIN WILLIAMS COMPANY	ACH26	171.87	PAINTING SUPPLIES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/26/2024	THE SHERWIN WILLIAMS COMPANY	ACH26	272.26	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 444.13		
12/26/2024	SUNSHINE ACE HARDWARE INC	ACH26	44.22	OTHER OPERATING SUPPLIES	PROVIDE VARIOUS HARDWARE ITEMS FOR METER DIVISION
			$ 44.22		
12/26/2024	BRENNTAG MID SOUTH INC	ACH26	7,960.09	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 7,960.09		
12/26/2024	CDW LLC	ACH26	147.00	MINOR OFFICE EQUIPMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 147.00		
12/26/2024	WILLIAMS SCOTSMAN	ACH26	3,875.01	OTHER CONTRACTUAL SERVICES	EMPLOYEE PRODUCTIVITY
12/26/2024	WILLIAMS SCOTSMAN	ACH26	(775.01)	CREDIT MEMO	EMPLOYEE PRODUCTIVITY
			$ 3,100.00		
12/26/2024	TAMIAMI FORD INC	ACH26	33.68	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/26/2024	TAMIAMI FORD INC	ACH26	1,472.33	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/26/2024	TAMIAMI FORD INC	ACH26	275.73	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/26/2024	TAMIAMI FORD INC	ACH26	199.99	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,981.73		
12/26/2024	HOOVER PUMPING SYSTEMS CORPORATIO	ACH26	307.80	OTHER CONTRACTUAL SERVICES	MAINTAIN COUNTY PROPERTY/ASSETS
			$ 307.80		
12/26/2024	SHENANDOAH GENERAL CONSTRUCTION	ACH26	104,059.88	OTHER CONTRACTUAL SERVICES	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY
			$ 104,059.88		
12/26/2024	HACH COMPANY	ACH26	763.80	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/26/2024	HACH COMPANY	ACH26	17.20	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/26/2024	HACH COMPANY	ACH26	1,590.30	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/26/2024	HACH COMPANY	ACH26	30.10	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/26/2024	HACH COMPANY	ACH26	166.47	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/26/2024	HACH COMPANY	ACH26	8.00	POSTAGE FREIGHT AND UPS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/26/2024	HACH COMPANY	ACH26	(5.37)	CREDIT MEMO	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 2,570.50		
12/26/2024	GRAYBAR ELECTRIC COMPANY INC	ACH26	3,950.00	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, IMPROVE A COUNTY FACILITY - CHILLER BLDG K
12/26/2024	GRAYBAR ELECTRIC COMPANY INC	ACH26	2,542.72	SIGNAL REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/26/2024	GRAYBAR ELECTRIC COMPANY INC	ACH26	15.69	POSTAGE FREIGHT AND UPS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 6,508.41		
12/26/2024	HOUSING DEVELOPMENT CORP OF SW FL	ACH26	22,483.62	REMITTANCES PRIVATE ORGANIZATIONS	REIMBURSE GRANT ELIGIBLE EXPENSES
			$ 22,483.62		
12/26/2024	COLLIER HEALTH SERVICES INC	ACH26	124,422.53	REMITTANCES PRIVATE ORGANIZATIONS	FUNDING A GRANT ELIGIBLE ACTIVITY
			$ 124,422.53		
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	41.30	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	1,532.05	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	6.82	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	216.58	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	19.96	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	187.94	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	90.72	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	238.00	OTHER OPERATING SUPPLIES	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	286.20	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	(16.44)	CREDIT MEMO	PROVIDE EQUIPMENT FOR COMPLIANCE PURPOSES
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	7,027.57	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	1,083.37	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM

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12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	128.17	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	15,437.30	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	216.36	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	802.72	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	146.13	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	1,521.72	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	236.78	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	370.86	PERSONAL SAFETY EQUIPMENT	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	338.66	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	560.03	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	915.01	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	560.70	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	109.24	ANIMAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	1,171.60	PERSONAL SAFETY EQUIPMENT	SUPPORT SERVICE DELIVERY
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	378.03	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	608.75	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	337.94	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	72.60	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	189.40	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	203.75	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	157.38	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	17.70	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/26/2024	GRAINGER INDUSTRIAL SUPPLY	ACH26	97.80	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
			$ 35,292.70		
12/26/2024	SULPHURIC ACID TRADING CO INC	ACH26	4,268.70	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,268.70		
12/26/2024	FISHER SCIENTIFIC	ACH26	6,013.92	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
			$ 6,013.92		
12/26/2024	COLLIER RECREATION BASEBALL/SOFTBAL	ACH26	700.00	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICE FOR PROGRAMS AND OR EVENTS
			$ 700.00		
12/26/2024	BAKER & TAYLOR ENTERTAINMENT	ACH26	400.29	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/26/2024	BAKER & TAYLOR ENTERTAINMENT	ACH26	2,091.36	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/26/2024	BAKER & TAYLOR ENTERTAINMENT	ACH26	132.98	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 2,624.63		
12/26/2024	BALD EAGLE TOWING & RECOVERY INC	ACH26	150.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/26/2024	BALD EAGLE TOWING & RECOVERY INC	ACH26	175.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 325.00		
12/26/2024	FIRST HOSPITAL LABORATORIES, INC	ACH26	1,315.00	OTHER CONTRACTUAL SERVICES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
			$ 1,315.00		
12/26/2024	REXEL USA INC	ACH26	39,237.00	ELECTRICAL SUPPLIER	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WELLFIELD
12/26/2024	REXEL USA INC	ACH26	13,980.00	ELECTRICAL SUPPLIER	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WELLFIELD
			$ 53,217.00		
12/26/2024	CARIBBEAN LAWN & GARDEN OF SW NAPLE	ACH26	14,240.94	OTHER CONTRACTUAL SERVICES	MOWING ALONG CANALS FOR PUBLIC SAFETY
			$ 14,240.94		
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	1,215.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	441.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	693.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	567.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	765.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	585.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	205.76	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	405.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/26/2024	PACE ANALYTICAL SERVICES INC	ACH26	648.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 6,496.76		
12/26/2024	UNITED REFRIGERATION INC	ACH26	67.40	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 67.40		
12/26/2024	BLACKSTONE AUDIO INC	ACH26	131.80	BOOKS- AV AND NON-BOOK	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 131.80		
12/26/2024	PALMDALE OIL COMPANY	ACH26	14,903.87	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/26/2024	PALMDALE OIL COMPANY	ACH26	4,778.54	FUEL AND LUBRICANTS OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 19,682.41		
12/26/2024	STANTEC CONSULTING SERVICES INC	ACH26	17,923.39	ENGINEERING FEES	PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE CCBC

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			$ 17,923.39		
12/26/2024	A&M PROPERTY MAINTENANCE LLC	ACH26	7,497.50	MAINTENANCE OF GROUNDS ALLOCATED	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
12/26/2024	A&M PROPERTY MAINTENANCE LLC	ACH26	7,497.50	MAINTENANCE OF GROUNDS ALLOCATED	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
			$ 14,995.00		
12/26/2024	LOU HAMMOND & ASSOCIATES INC	ACH26	11,000.00	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING COLLIER COUNTY TOURISM
			$ 11,000.00		
12/26/2024	SEMINOLE TRIBE OF FLORIDA INC	ACH26	8,317.77	FUEL AND LUBRICANTS OUTSIDE VENDORS	GASOLINE & DIESEL FUEL REQUIREMENT FOR FLEET OPERATIONS
			$ 8,317.77		
12/26/2024	COMPUTERS AT WORK! INC	ACH26	5,626.50	MINOR DATA PROCESSING EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 5,626.50		
12/26/2024	1508-1514 N BLVD CORP	ACH26	140.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 140.00		
12/26/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH26	100.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
12/26/2024	COLLIER PROPERTY SPECIALISTS LLC	ACH26	245.00	CONTRACT LOT CLEARING	PROVIDE ABATEMENT SERVICES FOR PROPERTIES IN COLLIER COUNTY
			$ 345.00		
12/26/2024	JAMIE A NARA	ACH26	600.60	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS
			$ 600.60		
12/26/2024	KEYSTAFF INC	ACH26	9,951.61	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/26/2024	KEYSTAFF INC	ACH26	2,314.81	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/26/2024	KEYSTAFF INC	ACH26	7,325.53	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/26/2024	KEYSTAFF INC	ACH26	12,482.32	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/26/2024	KEYSTAFF INC	ACH26	5,009.26	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/26/2024	KEYSTAFF INC	ACH26	600.00	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/26/2024	KEYSTAFF INC	ACH26	3,593.44	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/26/2024	KEYSTAFF INC	ACH26	4,675.31	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
12/26/2024	KEYSTAFF INC	ACH26	3,337.20	TEMPORARY LABOR	DELIVERY PUBLIC SERVICE
			$ 49,289.48		
12/26/2024	ANDREW DICKMAN PA	ACH26	6,319.70	OTHER CONTRACTUAL SERVICES	PROVIDE PROFESSIONAL SERVICES TO COLLIER COUNTY
			$ 6,319.70		
12/26/2024	VALIENTE BUILDERS LLC	ACH26	27.75	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/26/2024	VALIENTE BUILDERS LLC	ACH26	27.75	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 55.50		
12/26/2024	AMERICAN GOVERNMENT SERVICES CORP(	WIR26	400.00	ABSTRACT FEES	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS
			$ 400.00		
12/26/2024	CLERK OF COURTS	WIR26	1,319.00	CLERKS RECORDING FEES ETC	RECORD DOCS FOR ZONING
12/26/2024	CLERK OF COURTS	WIR26	35.50	CLERKS RECORDING FEES ETC	RECORD DOCS FOR GMCD REVIEW
12/26/2024	CLERK OF COURTS	WIR26	35.50	CLERKS RECORDING FEES ETC	RECORD DOCS FOR GMCD REVIEW
12/26/2024	CLERK OF COURTS	WIR26	300.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/26/2024	CLERK OF COURTS	WIR26	16.00	CLERKS RECORDING FEES ETC	RECORD LIS PENDENS FOR CODE ENFORCEMENT
12/26/2024	CLERK OF COURTS	WIR26	27.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/26/2024	CLERK OF COURTS	WIR26	90.00	CLERKS RECORDING FEES ETC	RECORD LIEN FOR CODE ENFORCEMENT
12/26/2024	CLERK OF COURTS	WIR26	44.00	CLERKS RECORDING FEES ETC	RECORD EASEMENT FOR GMD DEW REVIEW
12/26/2024	CLERK OF COURTS	WIR26	333.00	CLERKS RECORDING FEES ETC	RECORD LIEN FOR CODE ENFORCEMENT
12/26/2024	CLERK OF COURTS	WIR26	27.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/26/2024	CLERK OF COURTS	WIR26	142.60	CLERKS RECORDING FEES ETC	RECORD EASEMENT FOR GMCD REVIEW
12/26/2024	CLERK OF COURTS	WIR26	44.70	CLERKS RECORDING FEES ETC	RECORD DEED FOR GMCD REVIEW
			$ 2,414.30		
12/26/2024	JOHNSON ENGINEERING LLC	WIR26	4,802.40	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/26/2024	JOHNSON ENGINEERING LLC	WIR26	753.75	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/26/2024	JOHNSON ENGINEERING LLC	WIR26	251.25	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
			$ 5,807.40		
12/26/2024	SHENANDOAH GENERAL CONSTRUCTION	ACHOC	46,259.60	OTHER CONTRACTUAL SERVICES	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY
12/26/2024	SHENANDOAH GENERAL CONSTRUCTION	ACHOC	70,891.90	OTHER CONTRACTUAL SERVICES	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY
12/26/2024	SHENANDOAH GENERAL CONSTRUCTION	ACHOC	110,606.39	OTHER CONTRACTUAL SERVICES	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY
12/26/2024	SHENANDOAH GENERAL CONSTRUCTION	ACHOC	47,850.60	OTHER CONTRACTUAL SERVICES	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC SAFETY
12/26/2024	SHENANDOAH GENERAL CONSTRUCTION	ACHOC	468,747.99	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
			$ 744,356.48		
12/27/2024	NATIONWIDE RETIREMENT SOLUTIONS	BCCPW	153,479.39	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 153,479.39		
12/27/2024	MISSION SQUARE - 303201	BCCPW	87,578.33	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 87,578.33		
12/27/2024	INTERNAL REVENUE SERVICE	BCCWC	1,559,688.51	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 1,559,688.51		
12/27/2024	STATE OF FLORIDA DISBURSEMENT UNIT	BCCWC	10,400.17	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)

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			$ 10,400.17		
12/27/2024	BOARD OF COUNTY COMMISSIONERS	226621	327,752.05	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 327,752.05		
12/27/2024	Board of County Commissioners	226622	33,947.13	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 33,947.13		
12/27/2024	Kansas Payment Center	226623	168.46	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 168.46		
12/27/2024	Heather Cunningham	226624	250.00	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 250.00		
12/27/2024	STANDARD INSURANCE COMPANY	226625	12,049.45	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
12/27/2024	STANDARD INSURANCE COMPANY	226625	12,012.89	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 24,062.34		
12/27/2024	Suncoast Credit Union	226626	50.00	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 50.00		
12/27/2024	Hunt & Kahn, P.A., Trust Account	226627	673.09	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 673.09		
12/27/2024	Christopher M. Ranieri, P.A	226628	60.00	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 60.00		
12/27/2024	U.S. Department of Treasury	226629	275.68	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 275.68		
12/27/2024	SWFL PROFESSIONAL FIREFIGHTERS &	ACHPR	6,314.05	PAYROLL	REMITTANCE OF AMOUNT WITHHELD FROM EMPLOYEES(S)
			$ 6,314.05		
12/27/2024	ADVANCED ROOFING INC	226630	2,013.52	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 2,013.52		
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(1,185.66)	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	25,063.15	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	0.01	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(0.57)	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	0.47	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(23.42)	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(6.49)	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	324.08	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	0.33	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(16.63)	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	9.30	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(465.00)	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(37.98)	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	1,898.97	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(11.70)	RESIDENTIAL MANDATORY COLLECTION FEE	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	23.90	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(1,193.57)	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	(4.14)	BUDGET TRANSFERS TAX COLLECTOR	DELINQUENT DISTRIBUTION
12/27/2024	COLLIER COUNTY TAX COLLECTOR	226682	205.64	CURRENT AD VALOREM TAXES	DELINQUENT DISTRIBUTION
			$ 24,580.69		
12/27/2024	COLLIER TIRE & AUTO REPAIR	226631	25.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	COLLIER TIRE & AUTO REPAIR	226631	121.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 146.00		
12/27/2024	HARN R/O SYSTEMS INC	226632	1,320.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	HARN R/O SYSTEMS INC	226632	1,320.00	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	HARN R/O SYSTEMS INC	226632	16.58	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 2,656.58		
12/27/2024	LCEC	226633	11.64	ELECTRICITY	MONTHLY POWER SERVICE FOR OTTER MOUND PRESERVE
12/27/2024	LCEC	226633	427.70	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/27/2024	LCEC	226633	109.87	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/27/2024	LCEC	226633	27.18	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
12/27/2024	LCEC	226633	1,974.79	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
			$ 2,551.18		
12/27/2024	FLORIDA POWER & LIGHT	226634	27.53	ELECTRICITY	11/18-12/18/24 SHERIFF
12/27/2024	FLORIDA POWER & LIGHT	226634	2,054.85	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT	226634	976.62	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT	226634	1,255.63	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT	226634	1,560.81	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT	226634	27.53	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/27/2024	FLORIDA POWER & LIGHT	226634	425.99	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/27/2024	FLORIDA POWER & LIGHT	226634	27.41	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/27/2024	FLORIDA POWER & LIGHT	226634	28.89	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	FLORIDA POWER & LIGHT	226634	27.94	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	FLORIDA POWER & LIGHT	226634	27.61	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/27/2024	FLORIDA POWER & LIGHT	226634	86.06	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/27/2024	FLORIDA POWER & LIGHT	226634	104.68	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/27/2024	FLORIDA POWER & LIGHT	226634	206.23	ELECTRICITY	PROVIDE ELECTRICITY SERVICE IN AREA WITHIN THE FOREST LAKES
12/27/2024	FLORIDA POWER & LIGHT	226634	27.16	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	FLORIDA POWER & LIGHT	226634	36.10	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	FLORIDA POWER & LIGHT	226634	25.83	ELECTRICITY	ELECTRIC NECESSARY FOR STORM WATER PUMPING
12/27/2024	FLORIDA POWER & LIGHT	226634	25.66	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	26.24	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	1,267.18	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/27/2024	FLORIDA POWER & LIGHT	226634	59.65	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	3,092.84	ELECTRICITY	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT
12/27/2024	FLORIDA POWER & LIGHT	226634	31.52	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	28.22	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	40.34	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	27.89	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	26.10	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	30.37	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	FLORIDA POWER & LIGHT	226634	25.94	ELECTRICITY	PROVIDE ELECTRICITY SERV. IN AREA WITHIN THE VANDERBILT MSTU
12/27/2024	FLORIDA POWER & LIGHT	226634	38.74	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	26.35	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	26.15	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	45.87	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	26.35	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	44.98	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	27.16	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	51.50	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	6,428.13	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT	226634	63.08	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/27/2024	FLORIDA POWER & LIGHT	226634	26.68	ELECTRICITY	NEEDED TO KEEP PARKS IN OPERATIONS
12/27/2024	FLORIDA POWER & LIGHT	226634	101.45	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT	226634	300.19	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT	226634	846.91	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT	226634	3,241.74	ELECTRICITY	OPERATION OF COUNTY FACILITIES
12/27/2024	FLORIDA POWER & LIGHT	226634	651.84	ELECTRICITY	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM
			$ 23,555.94		
12/27/2024	COLLIER COUNTY UTILITY BILLING	226635	558.95	WATER AND SEWER	UTILITY SERVICES FOR BAYSHORE COMMUNITY
			$ 558.95		
12/27/2024	VERIZON WIRELESS	226636	254.33	CELLULAR TELEPHONE	MAINTAIN IC OPERATIONS, SERVICES AND COMMUNICATION
12/27/2024	VERIZON WIRELESS	226636	252.80	CELLULAR TELEPHONE	CELLULAR SERVICE FOR SPORTS COMPLEX STAFF
			$ 507.13		
12/27/2024	CITY OF NAPLES	226683	706.07	WATER AND SEWER	10/12-12/11/24 3950 RADIO RD
			$ 706.07		
12/27/2024	CITY OF NAPLES	226684	21.02	WATER AND SEWER	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 21.02		
12/27/2024	CITY OF NAPLES	226685	900.72	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 900.72		
12/27/2024	CITY OF NAPLES	226686	151.16	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 151.16		
12/27/2024	CITY OF NAPLES	226687	273.64	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 273.64		
12/27/2024	CITY OF NAPLES	226688	105.10	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 105.10		
12/27/2024	CITY OF NAPLES	226689	2,598.45	WATER AND SEWER	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
			$ 2,598.45		
12/27/2024	CITY OF NAPLES	226690	21.02	WATER AND SEWER	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 21.02		
12/27/2024	CITY OF NAPLES	226691	28.55	WATER AND SEWER	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 28.55		
12/27/2024	CITY OF NAPLES	226692	55.76	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 55.76		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/27/2024	CITY OF NAPLES	226693	144.80	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 144.80		
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	721.61	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	23.15	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	2,421.10	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	450.42	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	1,909.19	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	26.74	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	28.52	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	11.82	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	26.72	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	40.00	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226694	11.82	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
			$ 5,671.09		
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226695	8,382.22	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
			$ 8,382.22		
12/27/2024	FLORIDA POWER & LIGHT COMPANY	226696	338.66	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
			$ 338.66		
12/27/2024	TECO PEOPLES GAS	226637	225.82	GAS SERVICE	GAS SERVICE AT PSC
12/27/2024	TECO PEOPLES GAS	226637	144.94	GAS SERVICE	GAS SERVICE AT PSC
12/27/2024	TECO PEOPLES GAS	226637	1,037.15	GAS SERVICE	GAS SERVICES NECESSARY FOR DAILY OPERATIONS
12/27/2024	TECO PEOPLES GAS	226637	748.92	GAS SERVICE	GAS SERVICES NECESSARY FOR DAILY OPERATIONS
			$ 2,156.83		
12/27/2024	FLORIDA ICE MANUFACTURING CORP	226638	27,750.00	LANDSCAPE INCIDENTALS	SUPPORT SERVICE DELIVERY
			$ 27,750.00		
12/27/2024	IMMOKALEE WATER & SEWER DISTRICT	226639	2,948.75	WATER AND SEWER	FOR WATER FOR THE PARKS
12/27/2024	IMMOKALEE WATER & SEWER DISTRICT	226639	37.91	WATER AND SEWER	FOR WATER FOR THE PARKS
12/27/2024	IMMOKALEE WATER & SEWER DISTRICT	226639	331.31	WATER AND SEWER	FOR WATER FOR THE PARKS
12/27/2024	IMMOKALEE WATER & SEWER DISTRICT	226639	49.27	WATER AND SEWER	FOR WATER FOR THE PARKS
			$ 3,367.24		
12/27/2024	FPL ASSIST	226697	121.09	PROGRAM ASSISTANCE TO INDIVIDUALS	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
			$ 121.09		
12/27/2024	FLORIDA MAIL & PRINT SOLUTIONS INC	226640	4,589.23	INVENTORY METER POSTAGE	CONDUCT COUNTY BUSINESS
			$ 4,589.23		
12/27/2024	COASTAL WASTE & RECYCLING	226641	279.98	TRASH AND GARBAGE DISPOSAL	12/3/24 2885 COUNTY BARN RD
12/27/2024	COASTAL WASTE & RECYCLING	226641	465.72	TRASH AND GARBAGE DISPOSAL	12/1-12/31/24 4707 GOLDEN GATE PKWY
12/27/2024	COASTAL WASTE & RECYCLING	226641	110.87	TRASH AND GARBAGE DISPOSAL	12/1-12/31/24 2885 COUNTY BARN RD
12/27/2024	COASTAL WASTE & RECYCLING	226641	436.76	TRASH AND GARBAGE DISPOSAL	12/1-12/31/24 2885 COUNTY BARN RD
12/27/2024	COASTAL WASTE & RECYCLING	226641	193.97	TRASH AND GARBAGE DISPOSAL	12/1-12/31/24 990 N BARFIELD D
12/27/2024	COASTAL WASTE & RECYCLING	226641	232.76	TRASH AND GARBAGE DISPOSAL	12/1-12/31/24 2373 HORSESHOE DR
12/27/2024	COASTAL WASTE & RECYCLING	226641	193.97	TRASH AND GARBAGE DISPOSAL	12/1-12/31/24 112 SOUTH 1ST ST
			$ 1,914.03		
12/27/2024	PARADISE ADVERTISING & MARKETING IN	226642	19,500.25	OTHER CONTRACTUAL SERVICES	TDC DISASTER RECOVERY MKTG & PROMO TO HELP PROMOTE CC
			$ 19,500.25		
12/27/2024	WRIGHT NATIONAL FLOOD INSURANCE CON	226643	8,196.00	REINSURANCE PREMIUM	TO PROTECT THE COUNTY PROPERTY AGAINST FLOOD LOSSES
			$ 8,196.00		
12/27/2024	PURRR INC	226644	4,225.00	VETERINARIAN FEES NEUTERING AND SPAYING	SPAY/NEUTER OF SHELTER ANIMALS
			$ 4,225.00		
12/27/2024	PETDATA INC	226645	6,767.40	LICENSES AND PERMITS	MAINTAIN DAS OPERATIONS AND SERVICES
			$ 6,767.40		
12/27/2024	ALLIED TUBE & CONDUIT	226646	2,688.00	TRAFFIC SIGNS	TO MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/27/2024	ALLIED TUBE & CONDUIT	226646	23,771.88	TRAFFIC SIGNS	TO MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 26,459.88		
12/27/2024	LOWES HOME IMPROVEMENT WAREHSE	226647	1,321.79	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 1,321.79		
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	12.84	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	14.76	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	14.76	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	16.68	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	18.60	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	18.60	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	20.52	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	20.52	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	20.52	WATER AND SEWER	COMMUNITY BEAUTIFICATION

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12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	20.52	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	24.36	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	24.36	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	24.36	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	24.36	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	26.28	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	26.28	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	26.28	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	30.12	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	30.12	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	32.04	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	33.96	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	37.80	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	43.56	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	47.40	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	80.79	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	83.81	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	108.77	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	193.25	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	206.69	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	235.49	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	244.67	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	254.69	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	308.45	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	314.21	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	346.85	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	348.77	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	369.89	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	415.97	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	421.73	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	425.57	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	454.37	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	488.93	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	504.29	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	542.69	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	623.33	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	631.01	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	638.69	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	765.41	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	786.53	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	594.53	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	554.21	WATER AND SEWER	COMMUNITY BEAUTIFICATION
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	238.35	WATER AND SEWER	11/12-12/12/24 EMS/SHERIFF
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	203.03	WATER AND SEWER	11/12-12/12/24 EMS/SHERIFF
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	10,811.55	WATER AND SEWER	WATER FOR THE PARKS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	5,632.65	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE VANDERBILT MSTU
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	7,117.83	WATER AND SEWER	WATER FOR THE PARKS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	2,097.29	WATER AND SEWER	WATER FOR THE PARKS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	812.70	WATER AND SEWER	WATER FOR THE PARKS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	376.01	WATER AND SEWER	WATER FOR THE PARKS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	68.45	WATER AND SEWER	WATER FOR THE PARKS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	545.63	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	539.69	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	459.50	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	436.29	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	313.97	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	20,696.75	WATER AND SEWER	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	4,595.37	WATER AND SEWER	WATER FOR THE PARKS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	1,159.73	WATER AND SEWER	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	487.35	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	203.72	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	193.19	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	156.97	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	148.47	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS

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12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	148.47	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	148.47	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	1,515.10	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	1,321.03	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	1,142.86	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	479.30	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	477.32	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	378.32	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	211.01	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	195.17	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	101.12	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	1,589.92	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	518.57	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	441.05	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	387.23	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	373.82	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	292.66	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	256.41	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	245.44	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	165.47	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	131.81	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	126.05	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	94.19	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	776.30	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	191.09	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	102.76	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	65.50	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	59.09	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	48.43	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	44.18	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	35.68	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	31.43	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	1,814.37	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/27/2024	COLLIER COUNTY UTILITY BILLING	226648	463.46	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
			$ 83,220.76		
12/27/2024	THRIVE OPERATIONS LLC	226649	8,576.53	OTHER CONTRACTUAL SERVICES	DATA PROCESSING SERVICES PURCHASED PURSUANT TO FS 29.008
			$ 8,576.53		
12/27/2024	ALAN JAY AUTOMOTIVE MANAGEMENT INC	226650	45,812.00	AUTOS AND TRUCKS	MOTORPOOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM
12/27/2024	ALAN JAY AUTOMOTIVE MANAGEMENT INC	226650	46,217.00	AUTOS AND TRUCKS	MOTORPOOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM
			$ 92,029.00		
12/27/2024	LOCAL ELEVATOR INSPECTION LLC	226651	9,000.00	ELEVATOR MAINT	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY
			$ 9,000.00		
12/27/2024	WASTE PRO OF FLORIDA INC	226698	423.93	TRASH AND GARBAGE DISPOSAL	PROVIDE SERVICES TO COUNTY BUILDINGS
			$ 423.93		
12/27/2024	WASTE PRO OF FLORIDA INC	226699	79.00	TRASH AND GARBAGE DISPOSAL	PROVIDE SERVICES TO COUNTY BUILDINGS
			$ 79.00		
12/27/2024	GYMDOORS FLORIDA LLC	226652	33,840.00	BUILDING R AND M OUTSIDE VENDORS	SUPPORT SERVICE DELIVERY
			$ 33,840.00		
12/27/2024	MINIOPOLIS LLC	226653	49,332.00	OTHER CONTRACTUAL SERVICES	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 49,332.00		
12/27/2024	AETNA	226654	474.45	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 474.45		
12/27/2024	ANNA LOMBARDO	226655	155.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 155.00		
12/27/2024	ANN WATERS	226656	9.14	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 9.14		
12/27/2024	ANTHONY RAMOS	226657	245.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 245.00		
12/27/2024	BCBS OF FLORIDA	226658	393.64	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 393.64		
12/27/2024	Catherine Wilson	226659	285.97	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 285.97		
12/27/2024	Celia Bolling	226660	20.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 20.00		

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12/27/2024	Cesar Alomar Lugo	226661	450.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 450.00		
12/27/2024	Christina Razzano	226662	25.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 25.00		
12/27/2024	Complete Spray Tech LLC	226663	2,309.82	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 2,309.82		
12/27/2024	Frances Manson	226665	238.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 238.00		
12/27/2024	Geraldine Dielenhein	226666	10.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE
			$ 10.00		
12/27/2024	Iris Paul	226667	96.85	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 96.85		
12/27/2024	James Allison	226668	115.82	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 115.82		
12/27/2024	Jennifer Jewett	226669	1,100.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 1,100.00		
12/27/2024	Jerry Dodyk	226670	1,148.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 1,148.00		
12/27/2024	John Miller	226671	114.52	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
12/27/2024	John Miller	226671	111.39	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
12/27/2024	John Miller	226671	107.03	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 332.94		
12/27/2024	K2 Housing Naples,LLC	226672	21.50	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
12/27/2024	K2 Housing Naples,LLC	226672	122.04	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
12/27/2024	K2 Housing Naples,LLC	226672	500.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
12/27/2024	K2 Housing Naples,LLC	226672	1,075.00	ACCOUNTS RECEIVABLE SUSPENSE	REFUND CUSTOMER OVERPAYMENT DUE
			$ 1,718.54		
12/27/2024	Lamont Hanley & Associates Inc	226673	452.90	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 452.90		
12/27/2024	Linda M Anthony	226674	116.18	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 116.18		
12/27/2024	Mary Reilly	226675	70.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 70.00		
12/27/2024	Nina Mold	226676	10.43	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 10.43		
12/27/2024	PATRCK ARDEZZONE	226677	56.38	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 56.38		
12/27/2024	Rosario Echarte	226678	9.84	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 9.84		
12/27/2024	Rose Baratta	226679	100.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 100.00		
12/27/2024	Trademark Metals Recycling Center	226680	6,751.89	SCRAP SALES TAXABLE	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
12/27/2024	Trademark Metals Recycling Center	226680	405.11	SALES TAX CERTIFICATE BOCC	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 7,157.00		
12/27/2024	Verona Briggs	226681	290.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 290.00		
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	4,265.80	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	7,766.22	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	16,280.00	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	1,224.30	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE SODIUM HYPOCHLORITE FOR NESA
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	13,024.00	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	7,646.10	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	7,639.94	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	7,960.26	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	ALLIED UNIVERSAL CORPORATION	ACH27	7,781.62	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 73,588.24		
12/27/2024	B&I CONTRACTORS INC	ACH27	4,000.00	HVAC CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 4,000.00		
12/27/2024	COMMUNICATIONS INTERNATIONAL INC	ACH27	486.00	MINOR DATA PROCESSING EQUIPMENT	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/27/2024	COMMUNICATIONS INTERNATIONAL INC	ACH27	365.80	COMMUNICATION EQUIP RM OUTSIDE VENDORS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 851.80		
12/27/2024	DATA FLOW SYSTEMS LLC	ACH27	811.00	POSTAGE FREIGHT AND UPS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 811.00		
12/27/2024	JSFM INC	ACH27	1,649.50	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES

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12/27/2024	JSFM INC	ACH27	1,784.83	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	4,895.56	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	47.01	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	60.42	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	39.18	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	3,680.56	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	295.75	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	2,803.46	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	34.54	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	401.50	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	2,348.38	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	JSFM INC	ACH27	19.23	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 18,059.92		
12/27/2024	MIDWEST TAPE EXCHANGE	ACH27	485.48	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/27/2024	MIDWEST TAPE EXCHANGE	ACH27	620.70	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
12/27/2024	MIDWEST TAPE EXCHANGE	ACH27	750.38	BOOKS- AV AND NON-BOOK	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE
			$ 1,856.56		
12/27/2024	NABORS GIBLIN & NICKERSON PA	ACH27	2,720.00	LEGAL FEES	IMPACT FEE LEGAL SERVICES
			$ 2,720.00		
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	5,115.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	320.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	29,207.90	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	6,815.00	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	7,156.25	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WATER/WASTEWATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	3,128.40	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	2,215.50	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	4,588.32	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	3,249.40	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	2,711.28	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	1,920.10	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	1,724.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	2,514.25	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/27/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH27	2,774.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 73,439.40		
12/27/2024	WESTVIEW CORP INC	ACH27	1,704.41	CLOTHING AND UNIFORM PURCHASES	PROVIDE UNIFORMS FOR COLLECTIONS
			$ 1,704.41		
12/27/2024	THE SHERWIN WILLIAMS COMPANY	ACH27	190.76	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/27/2024	THE SHERWIN WILLIAMS COMPANY	ACH27	185.40	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 376.16		
12/27/2024	SUNSHINE ACE HARDWARE INC	ACH27	34.17	OTHER OPERATING SUPPLIES	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	SUNSHINE ACE HARDWARE INC	ACH27	58.49	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/27/2024	SUNSHINE ACE HARDWARE INC	ACH27	17.99	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
			$ 110.65		
12/27/2024	THOMPSON PUMP & MANUFACTURING COM	ACH27	68,774.00	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/27/2024	THOMPSON PUMP & MANUFACTURING COM	ACH27	560.00	IMPROVEMENTS GENERAL	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
			$ 69,334.00		
12/27/2024	SAFRAN HELICOPTER ENGINES USA INC	ACH27	9,801.98	AVIATION R AND M	REPAIR & MAINTENANCE OF COUNTY OWNED HELICOPTER ENGINES
			$ 9,801.98		
12/27/2024	CDW LLC	ACH27	1,554.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/27/2024	CDW LLC	ACH27	222.13	MINOR OPERATING EQUIPMENT	BUSINESS PRINTER FOR DAILY OPERATIONS
			$ 1,776.13		
12/27/2024	TAMIAMI FORD INC	ACH27	382.15	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	76.29	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	24.85	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	463.88	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	103.01	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	404.72	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	33.84	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	21.80	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	1,931.00	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	490.33	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	TAMIAMI FORD INC	ACH27	639.31	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 4,571.18		
12/27/2024	DIRECT IMPRESSIONS, INC.	ACH27	27.50	PRINTING AND OR BINDING OUTSIDE VENDORS	PROVIDE CONTACT INFORMATION FOR CUSTOMERS

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 27.50		
12/27/2024	CITY OF NAPLES	ACH27	7,226,895.00	REMITTANCES TO MUNICIPALITIES	TAX INCREMENT DEC 2024
			$ 7,226,895.00		
12/27/2024	HOOVER PUMPING SYSTEMS CORPORATIO	ACH27	2,313.86	OTHER CONTRACTUAL SERVICES	MAINTAIN COUNTY PROPERTY/ASSETS
12/27/2024	HOOVER PUMPING SYSTEMS CORPORATIO	ACH27	816.68	OTHER CONTRACTUAL SERVICES	MAINTENANCE OF COUNTY PROPERTY
			$ 3,130.54		
12/27/2024	WESCO TURF INC	ACH27	174.03	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	WESCO TURF INC	ACH27	210.73	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	WESCO TURF INC	ACH27	2,788.89	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	WESCO TURF INC	ACH27	416.67	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 3,590.32		
12/27/2024	PARADISE ADVERTISING & MARKETING IN	ACH27	2,318.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/27/2024	PARADISE ADVERTISING & MARKETING IN	ACH27	218.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/27/2024	PARADISE ADVERTISING & MARKETING IN	ACH27	87.50	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/27/2024	PARADISE ADVERTISING & MARKETING IN	ACH27	1,793.75	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
12/27/2024	PARADISE ADVERTISING & MARKETING IN	ACH27	2,000.00	MARKETING AND PROMOTIONAL	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER CNTY
			$ 6,418.75		
12/27/2024	GRAYBAR ELECTRIC COMPANY INC	ACH27	57,442.55	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, IMPROVE A COUNTY FACILITY - CHILLER BLDG K
12/27/2024	GRAYBAR ELECTRIC COMPANY INC	ACH27	11,315.00	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, IMPROVE A COUNTY FACILITY - CHILLER BLDG K
12/27/2024	GRAYBAR ELECTRIC COMPANY INC	ACH27	376.73	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 69,134.28		
12/27/2024	COMCAST	ACH27	230.60	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COMCAST	ACH27	407.60	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COMCAST	ACH27	190.00	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COMCAST	ACH27	125.35	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COMCAST	ACH27	217.40	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COMCAST	ACH27	160.00	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COMCAST	ACH27	210.00	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COMCAST	ACH27	250.00	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/27/2024	COMCAST	ACH27	91.90	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
			$ 1,882.85		
12/27/2024	CAROLLO ENGINEERS INC	ACH27	357.00	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	CAROLLO ENGINEERS INC	ACH27	1,190.00	ENGINEERING FEES DESIGN	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	CAROLLO ENGINEERS INC	ACH27	3,332.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	CAROLLO ENGINEERS INC	ACH27	4,168.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	CAROLLO ENGINEERS INC	ACH27	810.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/27/2024	CAROLLO ENGINEERS INC	ACH27	2,794.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/27/2024	CAROLLO ENGINEERS INC	ACH27	10,840.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/27/2024	CAROLLO ENGINEERS INC	ACH27	9,807.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 33,298.00		
12/27/2024	POLYDYNE INC	ACH27	14,720.00	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	POLYDYNE INC	ACH27	14,720.00	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 29,440.00		
12/27/2024	MENZI USA SALES INC	ACH27	269.92	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 269.92		
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	74.88	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	137.94	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	28.95	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	948.84	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	79.26	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	1,350.17	LIGHT BULBS BALLAST	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	115.50	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	1,156.29	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	124.90	PLUMBING SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	175.83	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	424.32	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	530.48	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	67.76	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	49.90	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	156.59	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	13.39	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	124.48	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	150.77	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	6,345.00	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	124.80	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	32.39	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	153.22	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	11.95	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	10.14	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	40.84	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	1,938.17	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	128.05	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	16.52	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	94.59	OTHER OPERATING SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	77.45	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	40.92	OTHER OPERATING SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	367.27	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	110.10	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	600.15	ANIMAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	115.98	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	240.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	282.42	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	98.22	OTHER OPERATING SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	155.79	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	1,201.89	OTHER OPERATING SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	20.69	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	687.96	MINOR OPERATING EQUIPMENT	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	261.66	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	36.94	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	903.68	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	168.90	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	479.74	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	292.58	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	189.09	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	337.29	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	75.87	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	94.18	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	54.36	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	162.35	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	408.29	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	440.51	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	532.60	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	26.60	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	127.00	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	47.31	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	305.59	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	740.32	PERSONAL SAFETY EQUIPMENT	EMPLOYEE PRODUCTIVITY
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	172.95	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	527.38	OTHER OPERATING SUPPLIES	PROVIDE EQUIPMENT FOR STAFF TO PERFORM DAILY FUNCTIONS
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	159.57	OTHER OPERATING SUPPLIES	PROVIDE EQUIPMENT FOR STAFF TO PERFORM DAILY FUNCTIONS
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	258.84	PERSONAL SAFETY EQUIPMENT	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	125.62	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	55.22	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	106.10	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	40.64	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	278.76	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	156.19	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	356.86	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	7.37	PERSONAL SAFETY EQUIPMENT	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	457.16	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	55.60	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	55.60	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	541.00	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
12/27/2024	GRAINGER INDUSTRIAL SUPPLY	ACH27	301.98	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
			$ 27,946.46		
12/27/2024	SULPHURIC ACID TRADING CO INC	ACH27	4,379.20	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,379.20		
12/27/2024	PATTERSON VETERINARY SUPPLY INC	ACH27	587.59	MEDICAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 587.59		
12/27/2024	GILLIG LLC	ACH27	743.15	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	GILLIG LLC	ACH27	4,056.18	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 4,799.33		
12/27/2024	FISHER SCIENTIFIC	ACH27	283.50	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	FISHER SCIENTIFIC	ACH27	75.98	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/27/2024	FISHER SCIENTIFIC	ACH27	1,296.84	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/27/2024	FISHER SCIENTIFIC	ACH27	306.82	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN WATER & WASTEWATER TREATMENT PLANT
12/27/2024	FISHER SCIENTIFIC	ACH27	100.06	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/27/2024	FISHER SCIENTIFIC	ACH27	285.41	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/27/2024	FISHER SCIENTIFIC	ACH27	201.45	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/27/2024	FISHER SCIENTIFIC	ACH27	144.10	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
12/27/2024	FISHER SCIENTIFIC	ACH27	637.58	OTHER CONTRACTUAL SERVICES	HEALTH AND SAFETY FOR WATER QUALITY
			$ 3,331.74		
12/27/2024	BOUND TREE MEDICAL LLC	ACH27	554.40	MEDICAL SUPPLIES	EMS EXPENDABLES MEDICAL SUPPLIES FOR CREWS TO TREAT PATIENTS
			$ 554.40		
12/27/2024	COLLIER RECREATION BASEBALL/SOFTBAL	ACH27	9,362.50	OTHER CONTRACTUAL SERVICES	CONTRACTUAL SERVICE FOR PROGRAMS AND OR EVENTS
			$ 9,362.50		
12/27/2024	BAKER & TAYLOR ENTERTAINMENT	ACH27	839.57	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
12/27/2024	BAKER & TAYLOR ENTERTAINMENT	ACH27	299.29	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	MAINTAIN LIBRARY OPERATIONS AND SERVICES
			$ 1,138.86		
12/27/2024	CENTURYLINK COMMUNICATIONS LLC	ACH27	315.54	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
12/27/2024	CENTURYLINK COMMUNICATIONS LLC	ACH27	462.15	TELEPHONE SYSTEM SUPPORT ALLOCATION	PROVIDE LINE SERVICE TO COUNTY FACILITIES
			$ 777.69		
12/27/2024	BALD EAGLE TOWING & RECOVERY INC	ACH27	160.00	FLEET R AND M OUTSIDE VENDORS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 160.00		
12/27/2024	TETRA TECH INC	ACH27	7,875.00	ENGINEERING FEES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE
12/27/2024	TETRA TECH INC	ACH27	1,904.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/27/2024	TETRA TECH INC	ACH27	1,904.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/27/2024	TETRA TECH INC	ACH27	1,904.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE
12/27/2024	TETRA TECH INC	ACH27	1,650.00	ENVIRONMENTAL CONSULTANT FEES	ENVIRONMENTAL REVIEWS ARE REQUIRED TO MAINTAIN COMPLIANCE
			$ 15,237.00		
12/27/2024	FIRST HOSPITAL LABORATORIES, INC	ACH27	35.00	COUNTY EMPLOYEE PHYSICALS	SUPPORTS SERVICE DELIVERY
12/27/2024	FIRST HOSPITAL LABORATORIES, INC	ACH27	389.00	COUNTY EMPLOYEE PHYSICALS	STATE REQUIRED DRUG & ALCOHOL SCREENING FOR FM EMPLOYEES
12/27/2024	FIRST HOSPITAL LABORATORIES, INC	ACH27	278.00	OTHER CONTRACTUAL SERVICES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/27/2024	FIRST HOSPITAL LABORATORIES, INC	ACH27	319.00	COUNTY EMPLOYEE PHYSICALS	PROVIDE DRUG TESTING FOR COUNTY EMPLOYEES WITH CDL LICENSE
12/27/2024	FIRST HOSPITAL LABORATORIES, INC	ACH27	105.00	MEDICAL X RAYAND LAB	SUPPORTS SERVICE DELIVERY
12/27/2024	FIRST HOSPITAL LABORATORIES, INC	ACH27	393.00	COUNTY EMPLOYEE PHYSICALS	DOT REQUIRED FOR FLEET OPERATIONS
12/27/2024	FIRST HOSPITAL LABORATORIES, INC	ACH27	498.00	OTHER MISCELLANEOUS SERVICES	EMS RANDOM DRUG TESTING OF EMPLOYEES
			$ 2,017.00		
12/27/2024	TAMPA TRUCK CENTER LLC	ACH27	956.71	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	TAMPA TRUCK CENTER LLC	ACH27	819.86	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,776.57		
12/27/2024	PACE ANALYTICAL SERVICES INC	ACH27	378.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/27/2024	PACE ANALYTICAL SERVICES INC	ACH27	216.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/27/2024	PACE ANALYTICAL SERVICES INC	ACH27	486.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/27/2024	PACE ANALYTICAL SERVICES INC	ACH27	891.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/27/2024	PACE ANALYTICAL SERVICES INC	ACH27	396.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/27/2024	PACE ANALYTICAL SERVICES INC	ACH27	441.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
12/27/2024	PACE ANALYTICAL SERVICES INC	ACH27	1,053.00	OTHER CONTRACTUAL SERVICES	POLLUTION CONTROL LAB TESTING SERVICES
			$ 3,861.00		
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	12,148.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	6,816.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	6,467.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	10,325.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	9,549.64	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	12,327.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	304.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	12,148.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	6,816.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	5,689.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	8,869.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	7,669.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	7,669.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	7,669.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	19,664.30	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	9,858.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	2,964.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	3,362.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	2,724.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	8,547.18	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	6,581.38	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	2,646.92	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	3,461.65	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	7,695.06	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	7,753.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	10,325.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	8,712.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	6,436.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	8,712.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	11,442.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	11,945.50	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	12,841.35	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	2,239.74	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	8,455.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	16,062.34	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	4,718.18	OTHER CONTRACTUAL SERVICES	PROVIDE LANDSCAPING MAINTENANCE FOR RADIO ROAD MMSTU
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	15,203.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	15,203.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
12/27/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH27	15,203.00	MAINTENANCE LANDSCAPING	MONTHLY MAINT OF LANDSCAPING THRU OUT THE CNTY
			$ 337,221.24		
12/27/2024	A&M PROPERTY MAINTENANCE LLC	ACH27	300.00	LANDSCAPE INCIDENTALS	GROUND MAINT FOR LELY MSTU AREAS
			$ 300.00		
12/27/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH27	1,677.45	ELECTRICAL CONTRACTORS	TO PROVIDE PARTS FOR IQ DEPARTMENT
			$ 1,677.45		
12/27/2024	CONTEMPORARY CONTROLS & COMM INC	ACH27	1,300.00	SPRINKLER SYSTEM MAINTENANCE	TO MAINTAIN THE IRRIGATION CONTROL & COMMUNICATION SYSTEMS
12/27/2024	CONTEMPORARY CONTROLS & COMM INC	ACH27	1,950.00	SPRINKLER SYSTEM MAINTENANCE	TO MAINTAIN THE IRRIGATION CONTROL & COMMUNICATION SYSTEMS
12/27/2024	CONTEMPORARY CONTROLS & COMM INC	ACH27	650.00	SPRINKLER SYSTEM MAINTENANCE	TO MAINTAIN THE IRRIGATION CONTROL & COMMUNICATION SYSTEMS
12/27/2024	CONTEMPORARY CONTROLS & COMM INC	ACH27	650.00	SPRINKLER SYSTEM MAINTENANCE	TO MAINTAIN THE IRRIGATION CONTROL & COMMUNICATION SYSTEMS
12/27/2024	CONTEMPORARY CONTROLS & COMM INC	ACH27	650.00	SPRINKLER SYSTEM MAINTENANCE	TO MAINTAIN THE IRRIGATION CONTROL & COMMUNICATION SYSTEMS
12/27/2024	CONTEMPORARY CONTROLS & COMM INC	ACH27	650.00	SPRINKLER SYSTEM MAINTENANCE	TO MAINTAIN THE IRRIGATION CONTROL & COMMUNICATION SYSTEMS
			$ 5,850.00		
12/27/2024	CHUCHI BUSH HOG INC	ACH27	28,686.08	OTHER CONTRACTUAL SERVICES	MOWING THROUGH OUT CNTY
12/27/2024	CHUCHI BUSH HOG INC	ACH27	(286.86)	DISCOUNT APPLIED	MOWING THROUGH OUT CNTY
			$ 28,399.22		
12/27/2024	COMPUTERS AT WORK! INC	ACH27	1,697.55	MINOR OPERATING EQUIPMENT	FOR EMS ADMIN OPERATIONS
			$ 1,697.55		
12/27/2024	FLORIDA UTILITY SOLUTIONS INC	ACH27	625.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY LIFT PUMPS
			$ 625.00		
12/27/2024	MV CONTRACT TRANSPORTATION INC	ACH27	49.00	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/27/2024	MV CONTRACT TRANSPORTATION INC	ACH27	47,586.04	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/27/2024	MV CONTRACT TRANSPORTATION INC	ACH27	47,586.04	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/27/2024	MV CONTRACT TRANSPORTATION INC	ACH27	527.05	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/27/2024	MV CONTRACT TRANSPORTATION INC	ACH27	258,693.77	ADA PARA-TRANSIT	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/27/2024	MV CONTRACT TRANSPORTATION INC	ACH27	63,776.00	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/27/2024	MV CONTRACT TRANSPORTATION INC	ACH27	7,086.22	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
			$ 425,304.12		
12/27/2024	LEO'S SOD, LLC	ACH27	257.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
12/27/2024	LEO'S SOD, LLC	ACH27	490.00	MAINTENANCE LANDSCAPING	TO MAINTAIN COUNTY ROAD & MAINTENANCE
			$ 747.00		
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	88.14	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	1,170.99	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	167.40	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	219.48	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	89.80	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	62.72	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	94.62	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	1,010.91	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	253.28	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	192.20	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	(4,200.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	121.68	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	43.15	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	44.07	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	121.68	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	506.13	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	666.12	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	(255.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/27/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH27	(255.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 142.37		
12/27/2024	JACOBS ENGINEERING GROUP INC	ACH27	3,374.00	ENGINEERING FEES	REQ FOR CONSTRUCTION TO MOVE FORWARD
			$ 3,374.00		
12/27/2024	METTAUER ENVIRONMENTAL INC	ACH27	575.00	OTHER CONTRACTUAL SERVICE	PROVIDE LAKE MAINTENANCE TO THE FOREST LAKES MSTU
			$ 575.00		
12/27/2024	CASCO INTERNATIONAL INC	ACH27	3,818.00	OTHER PROFESSIONAL FEES	PROVIDE SERVICE AWARDS FOR EMPLOYEE RECOGNITION
			$ 3,818.00		
12/27/2024	EFE INC	ACH27	197.42	MINOR OPERATING EQUIPMENT	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/27/2024	EFE INC	ACH27	34.95	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 232.37		
12/27/2024	BATTERY USA	ACH27	1,960.06	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/27/2024	BATTERY USA	ACH27	119.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 2,079.06		
12/27/2024	NOELL LAW PLLC	ACH27	2,250.00	LEGAL FEES	PROVIDE GMCDD LEGAL REPRESENTATION FOR CODE ENFORCEMENT BD
			$ 2,250.00		
12/27/2024	KEYSTAFF INC	ACH27	14,439.59	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
			$ 14,439.59		
12/27/2024	AVFUEL CORP.	ACH27	21,125.71	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/27/2024	AVFUEL CORP.	ACH27	21,083.07	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/27/2024	AVFUEL CORP.	ACH27	21,117.72	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 63,326.50		
12/27/2024	VALIENTE BUILDERS LLC	ACH27	15,995.77	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT
			$ 15,995.77		
12/27/2024	BOWMAN GULF COAST LLC	ACH27	240.00	ENGINEERING FEES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/27/2024	BOWMAN GULF COAST LLC	ACH27	2,078.50	ENGINEERING FEES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 2,318.50		
12/27/2024	WAYPOINT CONTRACTING INC	ACH27	32,090.00	IMPROVEMENTS GENERAL	SUPPORT SERVICE DELIVERY
12/27/2024	WAYPOINT CONTRACTING INC	ACH27	3,800.00	CONSTRUCTION DEMOLITION	SUPPORT SERVICE DELIVERY
12/27/2024	WAYPOINT CONTRACTING INC	ACH27	14,941.00	IMPROVEMENTS GENERAL	SUPPORT SERVICE DELIVERY
			$ 50,831.00		
12/27/2024	LJA ENGINEERING, INC	ACH27	175.00	ENGINEERING FEES	ENGINEERING SERVICES FOR IMM SIDEWALK PHASE III
			$ 175.00		
12/27/2024	CLERK OF COURTS	WIR27	270.00	CLERKS RECORDING FEES ETC	PROVIDED GRANT FUNDED SERVICES FOR SENIORS
12/27/2024	CLERK OF COURTS	WIR27	202.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/27/2024	CLERK OF COURTS	WIR27	202.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/27/2024	CLERK OF COURTS	WIR27	202.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/27/2024	CLERK OF COURTS	WIR27	202.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/27/2024	CLERK OF COURTS	WIR27	61.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/27/2024	CLERK OF COURTS	WIR27	2,740.50	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/27/2024	CLERK OF COURTS	WIR27	10.00	CLERKS RECORDING FEES ETC	RECORD LIS PENDENS FOR CODE ENFORCEMENT
12/27/2024	CLERK OF COURTS	WIR27	280.50	CLERKS RECORDING FEES ETC	RECORD RESTRICTIONS FOR GMD DEW REVIEW
			$ 4,170.00		
12/27/2024	JOHNSON ENGINEERING LLC	WIR27	350.00	INFRASTRUCTURE	REQ SVC FOR APPROVED PROJECT FOR PROJECT QUALITY
12/27/2024	JOHNSON ENGINEERING LLC	WIR27	28,494.00	INFRASTRUCTURE	REQ SVC FOR APPROVED PROJECT FOR PROJECT QUALITY
			$ 28,844.00		
12/30/2024	AIM ENGINEERING & SURVEYING INC	ACH30	2,914.50	ENGINEERING FEES	TO MAINTAIN TRANSPORTATION PLANNING SERVICES AND OPERATIONS
			$ 2,914.50		
12/30/2024	ALLIED UNIVERSAL CORPORATION	ACH30	7,518.28	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/30/2024	ALLIED UNIVERSAL CORPORATION	ACH30	7,700.00	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 15,218.28		
12/30/2024	CITY OF NAPLES AIRPORT AUTHORITY	ACH30	6,538.34	RENT BUILDINGS	PROVIDE SERVICE TO COLLIER COUNTY RESIDENTS
			$ 6,538.34		
12/30/2024	COLLIER COUNTY PUBLIC SCHOOLS	ACH30	23,177.59	FUEL AND LUBRICANTS OUTSIDE VENDORS	FUEL CONSUMED FROM CCPS FUEL SITE

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			$ 23,177.59		
12/30/2024	COLLIER COUNTY SHERIFFS OFFICE	ACH30	1,500,000.00	BUDGET TRANSFERS SHERIFF	JAN 2025 ADDT BUDGET PAYMENT
12/30/2024	COLLIER COUNTY SHERIFFS OFFICE	ACH30	44,408,684.00	BUDGET TRANSFERS SHERIFF	JANUARY 2025 BUDGET PAYMENT
			$ 45,908,684.00		
12/30/2024	FORESTRY RESOURCES LLC	ACH30	139.30	MULCH	PROVIDE LANDSCAPING MULCH MATERIALS FOR WELLFIELD
12/30/2024	FORESTRY RESOURCES LLC	ACH30	429.60	MULCH	PROVIDE LANDSCAPING MULCH MATERIALS FOR WELLFIELD
			$ 568.90		
12/30/2024	JSFM INC	ACH30	31.52	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	JSFM INC	ACH30	14,375.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	JSFM INC	ACH30	64.56	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 14,471.08		
12/30/2024	THE SHERWIN WILLIAMS COMPANY	ACH30	263.22	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 263.22		
12/30/2024	SOUTHERN SANITATION INC	ACH30	1,400.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	SOUTHERN SANITATION INC	ACH30	1,400.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	SOUTHERN SANITATION INC	ACH30	1,050.00	OTHER CONTRACTUAL SERVICES	CLEANLINESS AND SAFETY
12/30/2024	SOUTHERN SANITATION INC	ACH30	1,050.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	SOUTHERN SANITATION INC	ACH30	1,050.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	SOUTHERN SANITATION INC	ACH30	1,400.00	PLUMBING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 7,350.00		
12/30/2024	CDW LLC	ACH30	36.82	MINOR DATA PROCESSING EQUIPMENT	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/30/2024	CDW LLC	ACH30	121,795.04	DATA PROCESSING EQUIPMENT	CISCO INTERNET ROUTERS FOR EDGE REPLACEMENT
12/30/2024	CDW LLC	ACH30	21,859.70	DATA PROCESSING EQUIPMENT	CISCO INTERNET ROUTERS FOR EDGE REPLACEMENT
12/30/2024	CDW LLC	ACH30	135,273.44	DATA PROCESSING EQUIP R AND M	CISCO INTERNET ROUTERS FOR EDGE REPLACEMENT
			$ 278,965.00		
12/30/2024	TAMIAMI FORD INC	ACH30	71.07	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/30/2024	TAMIAMI FORD INC	ACH30	815.20	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/30/2024	TAMIAMI FORD INC	ACH30	55.94	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/30/2024	TAMIAMI FORD INC	ACH30	688.39	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 1,630.60		
12/30/2024	WESCO TURF INC	ACH30	167.45	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/30/2024	WESCO TURF INC	ACH30	211.73	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 379.18		
12/30/2024	GRAYBAR ELECTRIC COMPANY INC	ACH30	94.61	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 94.61		
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	25.35	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	467.15	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	84.63	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	104.51	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	2,433.18	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	46.64	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	93.81	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	60.22	LIGHT BULBS BALLAST	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	2,970.00	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	15.30	OTHER OPERATING SUPPLIES	MAINTAIN AIRPORT OPERATIONS AND SERVICES
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	2,514.95	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	1,884.65	ANIMAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	76.92	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	185.45	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	398.63	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	73.98	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	132.20	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	17.42	OTHER OPERATING SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	524.26	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	218.35	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	155.79	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	630.20	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	1,824.03	OTHER OPERATING SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	630.20	OTHER OPERATING SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS
12/30/2024	GRAINGER INDUSTRIAL SUPPLY	ACH30	1,085.46	OTHER OPERATING SUPPLIES	SUPPLIES FOR MAINTENANCE OF ROADWAYS COUNTY WIDE
			$ 16,653.28		
12/30/2024	SULPHURIC ACID TRADING CO INC	ACH30	4,278.90	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,278.90		
12/30/2024	GILLIG LLC	ACH30	7.78	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT

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			$ 7.78		
12/30/2024	FISHER SCIENTIFIC	ACH30	59.35	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/30/2024	FISHER SCIENTIFIC	ACH30	1,982.27	FERTILIZER HERBICIDES AND CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 2,041.62		
12/30/2024	VARSITY BRANDS HOLDING CO INC	ACH30	3,935.84	OTHER CONTRACTUAL SERVICES	SPORTS AND ATHLETIC EQUIPMENT
			$ 3,935.84		
12/30/2024	CENTURYLINK COMMUNICATIONS LLC	ACH30	852.68	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/30/2024	CENTURYLINK COMMUNICATIONS LLC	ACH30	3,118.41	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/30/2024	CENTURYLINK COMMUNICATIONS LLC	ACH30	44.55	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/30/2024	CENTURYLINK COMMUNICATIONS LLC	ACH30	265.00	TELEPHONE BASE COST	PROVIDE COMMUNICATIONS DEVICES/SERVICES FOR COUNTY STAFF
			$ 4,280.64		
12/30/2024	LG MERCANTILE HOLDINGS LLC	ACH30	5,908.92	RENT BUILDINGS	LEASE OF PROPERTY FOR COUNTY USE
			$ 5,908.92		
12/30/2024	REXEL USA INC	ACH30	3,106.14	ELECTRICAL SUPPLIER	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 3,106.14		
12/30/2024	TAMPA TRUCK CENTER LLC	ACH30	1,790.98	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 1,790.98		
12/30/2024	PACE ANALYTICAL SERVICES INC	ACH30	170.44	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
12/30/2024	PACE ANALYTICAL SERVICES INC	ACH30	1,612.96	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/30/2024	PACE ANALYTICAL SERVICES INC	ACH30	1,612.96	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 3,396.36		
12/30/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH30	670.95	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/30/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH30	670.95	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/30/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH30	3,131.13	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/30/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH30	48,010.23	LANDFILL CONTRACT	OPERATE AND MAINTAIN COLLIER COUNTY LANDFILL
12/30/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH30	208,041.74	LANDFILL CONTRACT	OPERATE AND MAINTAIN THE IMMOKALEE TRANSFER STATION
			$ 260,525.00		
12/30/2024	A&M PROPERTY MAINTENANCE LLC	ACH30	1,720.00	LANDSCAPE INCIDENTALS	PROVIDE GROUND MAINTENANCE IN IMM MSTU BEAUTIFICATION AREA
			$ 1,720.00		
12/30/2024	US WATER SERVICES CORPORATION	ACH30	13,521.06	OTHER CONTRACTUAL SERVICES	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/30/2024	US WATER SERVICES CORPORATION	ACH30	(676.05)	RETAINAGE HELD	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE
12/30/2024	US WATER SERVICES CORPORATION	ACH30	46,169.12	OTHER CONTRACTUAL SERVICES	BUILD, MAINTAIN, AND REPLACE WATER WASTE INFRASTRUCTURE
12/30/2024	US WATER SERVICES CORPORATION	ACH30	(4,616.91)	RETAINAGE HELD	BUILD, MAINTAIN, AND REPLACE WATER WASTE INFRASTRUCTURE
			$ 54,397.22		
12/30/2024	PREFERRED MATERIALS INC	ACH30	425.78	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
			$ 425.78		
12/30/2024	SOUTH FLORIDA WATER MGMT DISTRICT	ACH30	6,840.99	RENT BUILDINGS	OFFICE SPACE FOR TOURISM DIVISION STAFF
			$ 6,840.99		
12/30/2024	ZABATT POWER SYSTEMS INC	ACH30	58,651.25	ELECTRICAL CONTRACTORS	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/30/2024	ZABATT POWER SYSTEMS INC	ACH30	31,875.00	ELECTRICAL CONTRACTORS	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/30/2024	ZABATT POWER SYSTEMS INC	ACH30	(4,526.31)	RETAINAGE HELD	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
			$ 85,999.94		
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	213.04	ELECTRICITY	EMS STATION 21 LEASE 39.16 OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	91.34	TRASH AND GARBAGE DISPOSAL	EMS STATION 21 LEASE 39.16 OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	200.93	WATER AND SEWER	EMS STATION 21 LEASE 39.16 OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	48.25	TRASH AND GARBAGE DISPOSAL	EMS STATION 21 LEASE 39.16 OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	281.82	ELECTRICITY	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	139.55	WATER AND SEWER	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	129.16	CABLE TV / INTERNET	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	24.64	TRASH AND GARBAGE DISPOSAL	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	120.08	MAINTENANCE LANDSCAPING	EMS STATION 20 LEASE 40%OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	250.15	TRASH AND GARBAGE DISPOSAL	EMS STATION 22 LEASE 37% OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	22.79	TRASH AND GARBAGE DISPOSAL	EMS STATION 22 LEASE 37% OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	111.08	MAINTENANCE LANDSCAPING	EMS STATION 22 LEASE 37% OF UTILITIES FOR CREWS
12/30/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH30	374.31	WATER AND SEWER	EMS STATION 22 LEASE 37% OF UTILITIES FOR CREWS
			$ 2,007.14		
12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	17,660.49	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	21,357.26	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	25,158.43	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	25,158.43	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	84,986.37	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	41,718.78	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	63,508.53	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	82,789.48	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM

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12/30/2024	MV CONTRACT TRANSPORTATION INC	ACH30	82,789.48	OTHER CONTRACTUAL SERVICES	PROVIDE TRANSIT OPERATION SERVICES FOR THE CAT SYSTEM
			$ 445,127.25		
12/30/2024	GRIPPO PAVEMENT MAINTENANCE INC	ACH30	5,742.00	LIMEROCK CLAY AND RIP RAP	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 5,742.00		
12/30/2024	LEO'S SOD, LLC	ACH30	104.00	LANDSCAPE MATERIALS	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/30/2024	LEO'S SOD, LLC	ACH30	208.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
12/30/2024	LEO'S SOD, LLC	ACH30	208.00	MAINTENANCE LANDSCAPING	TO MAINTAIN COUNTY ROAD & MAINTENANCE
12/30/2024	LEO'S SOD, LLC	ACH30	(12.00)	CREDIT MEMO	TO MAINTAIN COUNTY ROAD & MAINTENANCE
12/30/2024	LEO'S SOD, LLC	ACH30	104.00	MAINTENANCE LANDSCAPING	TO MAINTAIN COUNTY ROAD & MAINTENANCE
12/30/2024	LEO'S SOD, LLC	ACH30	172.00	MAINTENANCE LANDSCAPING	TO MAINTAIN COUNTY ROAD & MAINTENANCE
12/30/2024	LEO'S SOD, LLC	ACH30	184.00	MAINTENANCE LANDSCAPING	TO MAINTAIN COUNTY ROAD & MAINTENANCE
			$ 968.00		
12/30/2024	TRINOVA INC	ACH30	6,631.87	UTILITIES PARTS ETC	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 6,631.87		
12/30/2024	RECHTIEN INTERNATIONAL TRUCKS INC	ACH30	7,771.93	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 7,771.93		
12/30/2024	JACOBS ENGINEERING GROUP INC	ACH30	2,211.00	ENGINEERING FEES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE
12/30/2024	JACOBS ENGINEERING GROUP INC	ACH30	3,868.50	ENGINEERING FEES	CONSULTING SERVICES FOR TRANSPORTATION PLANNING
			$ 6,079.50		
12/30/2024	PATRIOT PLACE TRUST	ACH30	6,405.00	RENT BUILDINGS	PROVIDE SPACE FOR SHERIFFS OFFICE
			$ 6,405.00		
12/30/2024	EFE INC	ACH30	84.99	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/30/2024	EFE INC	ACH30	612.26	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 697.25		
12/30/2024	BATTERY USA	ACH30	252.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 252.50		
12/30/2024	KEYSTAFF INC	ACH30	708.00	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR OPERATIONAL NEEDS
12/30/2024	KEYSTAFF INC	ACH30	575.13	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES FOR RISK MANAGEMENT EMPLOYEE
12/30/2024	KEYSTAFF INC	ACH30	274.81	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/30/2024	KEYSTAFF INC	ACH30	510.02	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
			$ 2,067.96		
12/30/2024	HIGH SOURCES INC	ACH30	1,096.92	OTHER CONTRACTUAL SERVICES	SUPPORTS SERVICE DELIVERY
			$ 1,096.92		
12/30/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH30	1,307.60	OTHER CONTRACTUAL SERVICES	SECURITY GUARD AT SPORTS COMPLEX
12/30/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH30	1,052.80	SECURITY SERVICES	SUPPORT SERVICES DELIVERY
12/30/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH30	1,007.44	SECURITY SERVICES	SECURITY OF MARCO MUSEUM ARTIFACT
12/30/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH30	1,656.68	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/30/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH30	6,009.00	OTHER CONTRACTUAL SERVICES	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES
			$ 11,033.52		
12/30/2024	SYNERGY-CONNECT LLC	ACH30	10.56	OTHER CONTRACTUAL SERVICES	PROFESSIONAL ORGANIZATION PROMOTING COLLIER COUNTY TOURISM
			$ 10.56		
12/30/2024	Samantha Biegel	ACH30	43.05	MILEAGE REIMBURSEMENT REGULAR	TO MAINTAIN LIBRARY OPERATIONS
			$ 43.05		
12/30/2024	CLERK OF COURTS	WIR30	44.00	CLERKS RECORDING FEES ETC	RECORD AGREEMENT FOR GMCD
			$ 44.00		
12/30/2024	JOHNSON ENGINEERING LLC	WIR30	21,209.00	ENGINEERING FEES	DESIGN SVC ARE NEEDED TO BE ABLE TO PERFORM CONSTRUCTION
12/30/2024	JOHNSON ENGINEERING LLC	WIR30	182.50	ENGINEERING FEES	DESIGN SVC ARE NEEDED TO BE ABLE TO PERFORM CONSTRUCTION
12/30/2024	JOHNSON ENGINEERING LLC	WIR30	380.00	ENGINEERING FEES	DESIGN SVC ARE NEEDED TO BE ABLE TO PERFORM CONSTRUCTION
12/30/2024	JOHNSON ENGINEERING LLC	WIR30	36.50	ENGINEERING FEES	DESIGN SVC ARE NEEDED TO BE ABLE TO PERFORM CONSTRUCTION
			$ 21,808.00		
12/30/2024	STEWART TITLE COMPANY	WIR30	400.00	ABSTRACT FEES	TITLE COMMITMENTS REQUIRED FOR WILLETT AVE DRAINING
12/30/2024	STEWART TITLE COMPANY	WIR30	400.00	ABSTRACT FEES	TITLE COMMITMENTS REQUIRED FOR WILLETT AVE DRAINING
12/30/2024	STEWART TITLE COMPANY	WIR30	400.00	ABSTRACT FEES	TITLE COMMITMENTS REQUIRED FOR WILLETT AVE DRAINING
12/30/2024	STEWART TITLE COMPANY	WIR30	400.00	OTHER CONTRACTUAL SERVICES	FORECLOSURE OF PROPERTY FOR UNPAID CODE ENFORCEMENT LIENS
			$ 1,600.00		
12/31/2024	BRITTANY BAY APARTMENTS II, LLC	226706	1,361.04	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,361.04		
12/31/2024	COLLEGE PARK HOLDINGS, LTD.	226707	1,383.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,383.00		
12/31/2024	Davies Claims North America	226700	890.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 890.00		
12/31/2024	ERNESTO CASTILLO	226708	5,700.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 5,700.00		
12/31/2024	FLORIDA HOME REALTY,INC.	226709	2,000.00	DISASTER ASSISTANCE	CARES RELIEF

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			$ 2,000.00		
12/31/2024	HABITAT FOR HUMANITY OF	226710	597.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 597.00		
12/31/2024	HABITAT FOR HUMANITY OF	226711	866.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 866.00		
12/31/2024	HABITAT FOR HUMANITY OF	226712	674.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 674.00		
12/31/2024	HABITAT FOR HUMANITY OF	226713	1,090.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,090.00		
12/31/2024	HABITAT FOR HUMANITY OF	226714	1,027.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,027.00		
12/31/2024	HABITAT FOR HUMANITY OF	226715	748.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 748.00		
12/31/2024	HABITAT FOR HUMANITY OF	226716	969.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 969.00		
12/31/2024	HABITAT FOR HUMANITY OF	226717	915.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 915.00		
12/31/2024	HABITAT FOR HUMANITY OF	226718	1,100.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,100.00		
12/31/2024	HABITAT FOR HUMANITY OF	226719	662.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 662.00		
12/31/2024	HABITAT FOR HUMANITY OF	226720	202.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 202.00		
12/31/2024	Jane Armstrong	226701	251.51	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 251.51		
12/31/2024	Mark A. Gristy	226702	1,548.23	REFUNDS	PROVIDE A REFUND TO CUSTOMERS WITH CREDIT BALANCES OVER $10.00
			$ 1,548.23		
12/31/2024	MIDLAND MORTGAGE	226721	709.75	DISASTER ASSISTANCE	CARES RELIEF
			$ 709.75		
12/31/2024	Roberta Messmer	226703	839.00	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 839.00		
12/31/2024	SANDRA ROUBIN	226704	290.93	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 290.93		
12/31/2024	Shirley Besler	226705	250.96	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 250.96		
12/31/2024	THOMAS O'DONNELL	226722	2,600.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,600.00		
12/31/2024	THOMAS O'DONNELL	226723	2,500.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,500.00		
12/31/2024	TRUIST BANK	226724	1,189.09	DISASTER ASSISTANCE	CARES RELIEF
			$ 1,189.09		
12/31/2024	WALTHAM RIVER'S EDGE LLC	226725	3,066.67	DISASTER ASSISTANCE	CARES RELIEF
			$ 3,066.67		
12/31/2024	WALTHAM RIVER'S EDGE LLC	226726	2,000.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,000.00		
12/31/2024	WALTHAM RIVER'S EDGE LLC	226727	2,000.00	DISASTER ASSISTANCE	CARES RELIEF
			$ 2,000.00		
12/31/2024	ADVANCED ROOFING INC	226728	505.46	ROOFING CONTRACTORS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 505.46		
12/31/2024	EMERGENCY PET HOSPITAL OF COLLIER	226729	378.75	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/31/2024	EMERGENCY PET HOSPITAL OF COLLIER	226729	283.50	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
12/31/2024	EMERGENCY PET HOSPITAL OF COLLIER	226729	254.25	VETERINARIAN FEES COMPREHENSIVE CARE	SUPPORT WELFARE OF ANIMALS IN DAS CARE
			$ 916.50		
12/31/2024	LCEC	226730	81.33	ELECTRICITY	11/12-12/13/24 1040 WINTERBERRY DR
12/31/2024	LCEC	226730	81.33	ELECTRICITY	11/12-12/13/24 1040 WINTERBERRY DR
12/31/2024	LCEC	226730	27.18	ELECTRICITY	11/12-12/13/24 1040 WINTERBERRY DR
12/31/2024	LCEC	226730	24.70	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	2,097.13	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	18.59	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	21.89	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	21.89	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	18.59	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	125.55	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	18.59	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS

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12/31/2024	LCEC	226730	241.21	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	7,859.03	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	20.89	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	20.89	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	20.89	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	10.35	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	587.13	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	34.59	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	18.50	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	30.02	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	27.92	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	1,135.17	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	628.08	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	69.33	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	23.53	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	525.19	ELECTRICITY	ELECTRICITY NEEDED TO OPERATE THE PARKS
12/31/2024	LCEC	226730	1,464.27	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/31/2024	LCEC	226730	1,886.33	ELECTRICITY	ELECTRIC UTILITIES
12/31/2024	LCEC	226730	80.73	ELECTRICITY	MONTHLY POWER SERVICE FOR CONSERVATION COLLIER PRESERVES
12/31/2024	LCEC	226730	76.14	ELECTRICITY	MONTHLY POWER SERVICE FOR CONSERVATION COLLIER PRESERVES
12/31/2024	LCEC	226730	165.46	ELECTRICITY	MONTHLY POWER SERVICE FOR CONSERVATION COLLIER PRESERVES
			$ 17,462.42		
12/31/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226731	3,400.67	SPRINKLER SYSTEM MAINTENANCE	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS
12/31/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226731	724.00	SPRINKLER SYSTEM MAINTENANCE	SUPPLIES NEEDED FOR GROUNDS MAINTENANCE
12/31/2024	SITEONE LANDSCAPE SUPPLY HOLDING LL	226731	(9.85)	CREDIT MEMO	SUPPLIES NEEDED FOR GROUNDS MAINTENANCE
			$ 4,114.82		
12/31/2024	TRANE U.S. INC	226732	15,261.43	IMPROVEMENTS GENERAL	REPAIR, MAINTAIN, IMPROVE A COUNTY FACILITY - CHILLER BLDG K
			$ 15,261.43		
12/31/2024	UNITED RENTALS (NORTH AMERICA) INC	226733	6,134.00	RENT EQUIPMENT	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION
			$ 6,134.00		
12/31/2024	FLORIDA POWER & LIGHT	226734	42.95	ELECTRICITY	9/28-10/9/24 EMS
12/31/2024	FLORIDA POWER & LIGHT	226734	92.27	ELECTRICITY	10/9-11/11/24 EMS
12/31/2024	FLORIDA POWER & LIGHT	226734	71.36	ELECTRICITY	11/11-12/11/24 EMS
12/31/2024	FLORIDA POWER & LIGHT	226734	565.92	ELECTRICITY	UTILITIES FOR EMS STATION
12/31/2024	FLORIDA POWER & LIGHT	226734	5.52	ELECTRICITY	UTILITIES FOR EMS STATION
12/31/2024	FLORIDA POWER & LIGHT	226734	827.38	ELECTRICITY	UTILITIES FOR EMS STATION
12/31/2024	FLORIDA POWER & LIGHT	226734	25.66	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/31/2024	FLORIDA POWER & LIGHT	226734	103.42	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/31/2024	FLORIDA POWER & LIGHT	226734	447.82	ELECTRICITY	POWER & LIGHT SERVICES FOR SPORTS COMPLEX
12/31/2024	FLORIDA POWER & LIGHT	226734	452.07	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/31/2024	FLORIDA POWER & LIGHT	226734	26.28	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/31/2024	FLORIDA POWER & LIGHT	226734	28.13	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/31/2024	FLORIDA POWER & LIGHT	226734	26.24	ELECTRICITY	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/31/2024	FLORIDA POWER & LIGHT	226734	321.69	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/31/2024	FLORIDA POWER & LIGHT	226734	29.90	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/31/2024	FLORIDA POWER & LIGHT	226734	4,039.33	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/31/2024	FLORIDA POWER & LIGHT	226734	22,280.86	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/31/2024	FLORIDA POWER & LIGHT	226734	25.83	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/31/2024	FLORIDA POWER & LIGHT	226734	44,897.48	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/31/2024	FLORIDA POWER & LIGHT	226734	32,655.06	ELECTRICITY	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/31/2024	FLORIDA POWER & LIGHT	226734	46.44	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/31/2024	FLORIDA POWER & LIGHT	226734	28.27	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/31/2024	FLORIDA POWER & LIGHT	226734	71.83	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/31/2024	FLORIDA POWER & LIGHT	226734	57.25	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/31/2024	FLORIDA POWER & LIGHT	226734	571.42	ELECTRICITY	OPERATE & MAINTAIN COLLIER COUNTY SOLID WASTE PROPERTIES
12/31/2024	FLORIDA POWER & LIGHT	226734	30.58	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/31/2024	FLORIDA POWER & LIGHT	226734	27,452.12	ELECTRICITY	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	FLORIDA POWER & LIGHT	226734	27.45	ELECTRICITY	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER TRANSMISSION
12/31/2024	FLORIDA POWER & LIGHT	226734	26.31	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/31/2024	FLORIDA POWER & LIGHT	226734	25.66	ELECTRICITY	PROVIDE METER INSTALLATION, MAINTENANCE AND METER READING
12/31/2024	FLORIDA POWER & LIGHT	226734	241.86	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/31/2024	FLORIDA POWER & LIGHT	226734	67.92	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/31/2024	FLORIDA POWER & LIGHT	226734	213.71	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/31/2024	FLORIDA POWER & LIGHT	226734	42.99	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING

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12/31/2024	FLORIDA POWER & LIGHT	226734	853.29	ELECTRICITY	PEDESTRIAN AND COMMUNITY SAFETY LIGHTING
12/31/2024	FLORIDA POWER & LIGHT	226734	9,876.97	ELECTRICITY	NEEDED TO KEEP PARKS OPERATING
12/31/2024	FLORIDA POWER & LIGHT	226734	8,522.30	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/31/2024	FLORIDA POWER & LIGHT	226734	27.28	ELECTRICITY	ELECTRICAL SERVICES FOR PARKS
12/31/2024	FLORIDA POWER & LIGHT	226734	26.50	ELECTRICITY	SUPPORT SERVICE DELIVERY
12/31/2024	FLORIDA POWER & LIGHT	226734	634.40	ELECTRICITY	ELECTRIC UTILITIES
12/31/2024	FLORIDA POWER & LIGHT	226734	126.51	ELECTRICITY	ELECTRIC NECESSARY FOR DAILY OPERATIONS
12/31/2024	FLORIDA POWER & LIGHT	226734	716.64	ELECTRICITY	PROVIDE ELECTRICITY TO THE CAT FACILITY AT RADIO ROAD
12/31/2024	FLORIDA POWER & LIGHT	226734	716.64	ELECTRICITY	PROVIDE ELECTRICITY TO THE CAT FACILITY AT RADIO ROAD
			$ 157,369.51		
12/31/2024	CITY OF NAPLES	226754	549.42	WATER AND SEWER	10/21-12/18/24 725 AIRPORT RD S
			$ 549.42		
12/31/2024	CITY OF NAPLES	226755	26.28	WATER AND SEWER	WATER AND WASTEWATER METER REQUIRED FOR CRA/MSTU PROPERTIES
			$ 26.28		
12/31/2024	CITY OF NAPLES	226756	26.28	WATER AND SEWER	WATER AND WASTEWATER METER REQUIRED FOR CRA/MSTU PROPERTIES
			$ 26.28		
12/31/2024	CITY OF NAPLES	226757	197.96	WATER AND SEWER	WATER FOR THE PARKS
			$ 197.96		
12/31/2024	CITY OF NAPLES	226758	123.36	WATER AND SEWER	WATER FOR THE PARKS
			$ 123.36		
12/31/2024	CITY OF NAPLES	226759	65.32	WATER AND SEWER	WATER FOR THE PARKS
			$ 65.32		
12/31/2024	CITY OF NAPLES	226760	1,115.76	WATER AND SEWER	WATER FOR THE PARKS
			$ 1,115.76		
12/31/2024	HARRELLS CUSTOM FERTILIZER	226735	5,586.00	FERTILIZER HERBICIDES AND CHEMICALS	TO KEEP GROUNDS SAFE AND IN CONDITION
12/31/2024	HARRELLS CUSTOM FERTILIZER	226735	16,617.90	FERTILIZER HERBICIDES AND CHEMICALS	TO KEEP GROUNDS SAFE AND IN CONDITION
12/31/2024	HARRELLS CUSTOM FERTILIZER	226735	5,408.00	FERTILIZER HERBICIDES AND CHEMICALS	TO KEEP GROUNDS SAFE AND IN CONDITION
			$ 27,611.90		
12/31/2024	FLORIDA POWER & LIGHT COMPANY	226761	3,599.58	ELECTRICITY	STREET LIGHTING AND TRAFFIC SIGNALS FOR PUBLIC SAFETY
			$ 3,599.58		
12/31/2024	TECO PEOPLES GAS	226736	52.64	GAS SERVICE	SUPPORT SERVICE DELIVERY
12/31/2024	TECO PEOPLES GAS	226736	43.07	GAS SERVICE	SUPPORT SERVICE DELIVERY
12/31/2024	TECO PEOPLES GAS	226736	43.07	GAS SERVICE	SUPPORT SERVICE DELIVERY
			$ 138.78		
12/31/2024	IMMOKALEE WATER & SEWER DISTRICT	226737	317.99	WATER AND SEWER	IRRIGATION WATER FOR IMM MSTU BEAUTIFICATION AREA
12/31/2024	IMMOKALEE WATER & SEWER DISTRICT	226737	80.79	WATER AND SEWER	IRRIGATION WATER FOR IMM MSTU BEAUTIFICATION AREA
			$ 398.78		
12/31/2024	CINTAS CORPORATION	226738	150.00	FIRE SYSTEM CERT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES
			$ 150.00		
12/31/2024	SIEMENS INDUSTRY INC	226739	5,768.00	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
12/31/2024	SIEMENS INDUSTRY INC	226739	5,800.00	ELECTRICAL SUPPLIER	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT
			$ 11,568.00		
12/31/2024	PWC JOINT VENTURE LLC	226740	10,193.93	EMERGENCY MAINT AND REPAIR	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 10,193.93		
12/31/2024	EARL W. COLVARD, INC	226741	5,620.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 5,620.00		
12/31/2024	R&N LAWN MAINTENANCE INC.	226742	5,500.00	MAINTENANCE LANDSCAPING	MAINTAIN COUNTY PROPERTY/ASSETS
12/31/2024	R&N LAWN MAINTENANCE INC.	226742	268.55	MAINTENANCE LANDSCAPING	MAINTAIN PARKS AND FIELDS
			$ 5,768.55		
12/31/2024	INFOSEND INC	226743	333.42	POSTAGE FREIGHT AND UPS	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/31/2024	INFOSEND INC	226743	7,733.28	OTHER CONTRACTUAL SERVICES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
			$ 8,066.70		
12/31/2024	KOVA APPRAISAL & CONSULTING SERVICE	226744	2,700.00	OTHER CONTRACTUAL SERVICES	VALUE ADJUSTMENT BOARD SPECIAL MAGISTRATE
			$ 2,700.00		
12/31/2024	MAXIM CRANE WORKS LP	226745	1,650.00	OTHER CONTRACTUAL SERVICES	PROVIDE CRANE RENTAL FOR PUMP/MOTORS IN WELLFIELD
12/31/2024	MAXIM CRANE WORKS LP	226745	1,650.00	RENT EQUIPMENT	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 3,300.00		
12/31/2024	MASCAP DEALIER HOLDINGS LLC	226746	4,594.00	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 4,594.00		
12/31/2024	NATIONAL SECURITY FIRE ALARM SYSTEM	226747	4,924.50	FIRE SYSTEM CERT	LIFE SAFETY OR LOSS PROPERTY
			$ 4,924.50		
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	1,045.13	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	830.73	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	776.69	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS

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12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	250.47	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	855.05	WATER AND SEWER	WATER NECESSARY FOR DAILY OPERATIONS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	441.38	WATER AND SEWER	SUPPORT SERVICES DELIVERY
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	526.08	WATER AND SEWER	SUPPORT SERVICES DELIVERY
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	440.93	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE LELY MSTU
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	288.89	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE LELY MSTU
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	94.42	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE LELY MSTU
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	67.93	WATER AND SEWER	PROVIDE WATER TO LANDSCAPED AREAS AT THE LELY MSTU
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	111.42	WATER AND SEWER	WATER FOR THE PARKS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	198.72	WATER AND SEWER	WATER FOR THE PARKS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	2,748.96	WATER AND SEWER	WATER FOR THE PARKS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	925.14	WATER AND SEWER	WATER FOR THE PARKS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	80.79	WATER AND SEWER	WATER FOR THE PARKS
12/31/2024	COLLIER COUNTY UTILITY BILLING	226748	91.98	WATER AND SEWER	WATER FOR THE PARKS
			$ 9,774.71		
12/31/2024	360 ENERGY SOLUTIONS, LLC	226749	4,150.00	ELECTRICAL CONTRACTORS	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
			$ 4,150.00		
12/31/2024	CATALIS PUBLIC WORKS & CITIZEN	226750	4,083.33	COMPUTER SOFTWARE	TO DELIVER CUSTOMER FOCUSED HIGH QUALITY SERVICES
12/31/2024	CATALIS PUBLIC WORKS & CITIZEN	226750	4,083.33	COMPUTER SOFTWARE	TO DELIVER CUSTOMER FOCUSED HIGH QUALITY SERVICES
			$ 8,166.66		
12/31/2024	GENSERVE, LLC	226751	620.94	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	841.78	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	739.09	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	1,069.06	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	652.50	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	498.98	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	833.54	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	362.50	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	1,169.52	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	633.70	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	835.14	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	817.60	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	622.80	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	681.72	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	435.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	2,871.03	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	1,047.50	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	580.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	1,078.98	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	580.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	757.50	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	467.50	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	362.50	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	580.00	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	1,101.88	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	699.29	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	GENSERVE, LLC	226751	2,048.42	ELECTRICAL CONTRACTORS	REPAIRS TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 22,988.47		
12/31/2024	WASTE PRO OF FLORIDA INC	226762	120.62	TRASH AND GARBAGE DISPOSAL	PICK UP OF SOLID WASTE & RECYCLING
			$ 120.62		
12/31/2024	LIST INDUSTRIES INC	226752	48,700.00	MINOR OPERATING EQUIPMENT	LOCKERS FOR PARADISE SPORTS COMPLEX
			$ 48,700.00		
12/31/2024	COTIVITI	226753	635.08	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE
12/31/2024	COTIVITI	226753	728.63	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
12/31/2024	COTIVITI	226753	691.68	EMS RECEIVABLE ADPI	REFUND CUSTOMER OVERPAYMENT DUE REFUND CUSTOMER OVERPAYMENT
			$ 2,055.39		
12/31/2024	ALLIED UNIVERSAL CORPORATION	ACH31	7,787.78	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/31/2024	ALLIED UNIVERSAL CORPORATION	ACH31	7,706.16	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 15,493.94		
12/31/2024	AIRBUS HELICOPTERS INC	ACH31	3,327.60	AVIATION R AND M	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT
			$ 3,327.60		
12/31/2024	DATA FLOW SYSTEMS LLC	ACH31	23,000.00	OTHER CONTRACTUAL SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM
			$ 23,000.00		
12/31/2024	GROUND ZERO LANDSCAPING SERVICES	ACH31	2,237.24	LANDSCAPE INCIDENTALS	PROVIDE GROUNDS MAINTENANCE WITHIN THE FOREST LAKES MSTU

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
			$ 2,237.24		
12/31/2024	JM TODD COMPANY	ACH31	5.70	LEASE EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	JM TODD COMPANY	ACH31	2.85	LEASE EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	JM TODD COMPANY	ACH31	98.78	MINOR OFFICE EQUIPMENT	MAINTAIN CMO COPY OPERATIONS & SERVICES
			$ 107.33		
12/31/2024	JSFM INC	ACH31	65.25	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/31/2024	JSFM INC	ACH31	60.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/31/2024	JSFM INC	ACH31	43.00	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/31/2024	JSFM INC	ACH31	78.45	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
			$ 246.70		
12/31/2024	Q GRADY MINOR & ASSOCIATES LLC	ACH31	6,038.00	OTHER CONTRACTUAL SERVICES	PROVIDE PROFESSIONAL SERVICES CE FOR VANDERBILT MSTU
			$ 6,038.00		
12/31/2024	THE SHERWIN WILLIAMS COMPANY	ACH31	42.21	PAINTING SUPPLIES	PROVIDE PAINT AND SUPPLIES FOR WELLFIELD
12/31/2024	THE SHERWIN WILLIAMS COMPANY	ACH31	494.94	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
12/31/2024	THE SHERWIN WILLIAMS COMPANY	ACH31	276.46	PAINTING SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
12/31/2024	THE SHERWIN WILLIAMS COMPANY	ACH31	72.39	PAINTING SUPPLIES	SUPPLIES TO MAINTAIN AND OPERATE COUNTY FACILITIES
			$ 886.00		
12/31/2024	VICS BOOT & SHOE INC	ACH31	161.49	PERSONAL SAFETY EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	VICS BOOT & SHOE INC	ACH31	206.54	PERSONAL SAFETY EQUIPMENT	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION
12/31/2024	VICS BOOT & SHOE INC	ACH31	206.54	CLOTHING AND UNIFORM PURCHASES	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT
12/31/2024	VICS BOOT & SHOE INC	ACH31	212.49	PERSONAL SAFETY EQUIPMENT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	VICS BOOT & SHOE INC	ACH31	182.74	PERSONAL SAFETY EQUIPMENT	PROVIDE STAFF WITH PROTECTIVE FOOTWEAR
12/31/2024	VICS BOOT & SHOE INC	ACH31	195.49	PERSONAL SAFETY EQUIPMENT	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF
12/31/2024	VICS BOOT & SHOE INC	ACH31	225.00	PERSONAL SAFETY EQUIPMENT	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF
12/31/2024	VICS BOOT & SHOE INC	ACH31	225.00	PERSONAL SAFETY EQUIPMENT	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF
12/31/2024	VICS BOOT & SHOE INC	ACH31	1,178.52	PERSONAL SAFETY EQUIPMENT	PROVIDE PERSONAL PROTECTION EQUIPMENT FOR COUNTY STAFF
			$ 2,793.81		
12/31/2024	BRENNTAG MID SOUTH INC	ACH31	7,863.54	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	BRENNTAG MID SOUTH INC	ACH31	7,923.46	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	BRENNTAG MID SOUTH INC	ACH31	7,946.75	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	BRENNTAG MID SOUTH INC	ACH31	7,890.15	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT
			$ 31,623.90		
12/31/2024	CDW LLC	ACH31	4,243.05	COMPUTER SOFTWARE	PROVIDE COMPUTER SOFTWARE FOR STAFF TO PERFORM DAILY FUNCTIONS
12/31/2024	CDW LLC	ACH31	754.32	COMPUTER SOFTWARE	PROVIDE COMPUTER SOFTWARE FOR STAFF TO PERFORM DAILY FUNCTIONS
12/31/2024	CDW LLC	ACH31	66.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE INVENTORY MANAGEMENT/CONTROL FOR PUBLIC UTILITIES
12/31/2024	CDW LLC	ACH31	100.00	MINOR DATA PROCESSING EQUIPMENT	PROVIDE INVENTORY MANAGEMENT/CONTROL FOR PUBLIC UTILITIES
			$ 5,163.37		
12/31/2024	TAMIAMI FORD INC	ACH31	75.22	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	7.08	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	33.68	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	286.04	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	46.43	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	73,878.11	AUTOS AND TRUCKS	MOTORPOOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM
12/31/2024	TAMIAMI FORD INC	ACH31	73,878.11	AUTOS AND TRUCKS	MOTORPOOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM
12/31/2024	TAMIAMI FORD INC	ACH31	192.93	FLEET R AND M INVENTORY	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	(114.37)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	(699.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	(35.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	(35.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	(30.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
12/31/2024	TAMIAMI FORD INC	ACH31	(35.00)	CREDIT MEMO	ITEMS FOR MAINTENANCE OR REPAIR TO COUNTY OWNED FLEET
			$ 147,449.23		
12/31/2024	GRAYBAR ELECTRIC COMPANY INC	ACH31	1,677.81	ELECTRICAL SUPPLIER	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/31/2024	GRAYBAR ELECTRIC COMPANY INC	ACH31	3,622.40	STREET LIGHT REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 5,300.21		
12/31/2024	COMCAST	ACH31	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/31/2024	COMCAST	ACH31	154.87	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/31/2024	COMCAST	ACH31	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/31/2024	COMCAST	ACH31	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/31/2024	COMCAST	ACH31	126.23	CABLE TV / INTERNET	COMCAST FOR INTERNET AND STATIC IP FOR EMS STATIONS/LOCATION
12/31/2024	COMCAST	ACH31	20.00	TELEPHONE SYSTEM SUPPORT ALLOCATION	TRACK CURRENT LOCAL NEWS AND WORK RELATED NEWS FORECAST
12/31/2024	COMCAST	ACH31	70.00	CABLE TV / INTERNET	PROVIDE SERVICES TO COUNTY BUILDINGS
12/31/2024	COMCAST	ACH31	592.75	CABLE TV / INTERNET	MAINTAIN TMC COMMUNICATION WITH TRAFFIC DEVICES
			$ 1,342.54		

Clear Date	Payee	Check	Amount	G/L Description	Public Purpose or Invoice Description
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	45.85	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	126.10	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	34.88	MINOR OPERATING EQUIPMENT	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	610.90	OTHER OPERATING SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	95.00	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	SUPPORT SERVICE DELIVERY
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	58.40	OTHER OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	484.10	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	1,265.50	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	10,220.80	HVAC SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	167.84	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	319.75	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/31/2024	GRAINGER INDUSTRIAL SUPPLY	ACH31	(77.40)	CREDIT MEMO	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 13,351.72		
12/31/2024	SULPHURIC ACID TRADING CO INC	ACH31	4,377.50	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 4,377.50		
12/31/2024	PATTERSON VETERINARY SUPPLY INC	ACH31	122.94	MEDICAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES
12/31/2024	PATTERSON VETERINARY SUPPLY INC	ACH31	165.30	MEDICAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES
			$ 288.24		
12/31/2024	GILLIG LLC	ACH31	4,141.78	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
12/31/2024	GILLIG LLC	ACH31	706.29	FLEET R AND M INVENTORY	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 4,848.07		
12/31/2024	FISHER SCIENTIFIC	ACH31	170.85	OTHER OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 170.85		
12/31/2024	CENTURYLINK COMMUNICATIONS LLC	ACH31	8,190.96	ACCOUNTS PAYABLE TELEPHONE	LOCAL AND LD PHONE CHGS
12/31/2024	CENTURYLINK COMMUNICATIONS LLC	ACH31	284.92	TELEPHONE SYSTEM SUPPORT ALLOCATION	PHONE SERVICE FOR DAS
12/31/2024	CENTURYLINK COMMUNICATIONS LLC	ACH31	44.55	CABLE TV / INTERNET	COMMUNICATIONS
			$ 8,520.43		
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	16,055.04	PAINTING CONTRACTORS	MAINTAIN TRAFFIC OPERATIONS & SVS
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	4,684.48	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	3,744.49	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	17,137.54	PAINTING CONTRACTORS	MAINTAIN TRAFFIC OPERATIONS & SVS
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	290.40	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	677.60	SIGNAL REPAIRS AND MAINTENANCE	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	580.80	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	363.00	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	108.90	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	544.50	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
12/31/2024	SOUTHERN SIGNAL AND LIGHTING INC	ACH31	363.00	LIGHTING MAINTENANCE / CONTRACTOR	MAINTAIN TRAFFIC OPERATIONS AND SERVICES
			$ 44,549.75		
12/31/2024	REXEL USA INC	ACH31	780.35	ELECTRICAL SUPPLIER	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WELLFIELD
			$ 780.35		
12/31/2024	TAMPA TRUCK CENTER LLC	ACH31	30.07	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 30.07		
12/31/2024	PACE ANALYTICAL SERVICES INC	ACH31	154.32	OTHER CONTRACTUAL SERVICES	PROVIDE LABORATORY SERVICES FOR WASTEWATER
			$ 154.32		
12/31/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH31	(11,708.69)	MISCELLANEOUS	OPERATE AND MAINTAIN COLLIER COUNTY LANDFILL
12/31/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH31	88.93	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/31/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH31	88.93	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/31/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH31	414.99	TRASH AND GARBAGE DISPOSAL	TRASH DISPOSAL FOR PUBLIC HEALTH & SAFETY
12/31/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH31	1,989.22	TRASH AND GARBAGE DISPOSAL	SERVICES 12/1-12/15/24
12/31/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH31	1,114.78	TRASH AND GARBAGE DISPOSAL	WASTE REMOVAL FOR SPORTS COMPLEX
12/31/2024	WASTE MANAGEMENT INC OF FLORIDA	ACH31	954,987.75	LANDFILL CONTRACT	OPERATE AND MAINTAIN COLLIER COUNTY LANDFILL
			$ 946,975.91		
12/31/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH31	12,259.60	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH31	10,341.91	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
12/31/2024	LHOIST NORTH AMERICA OF ALABAMA LLC	ACH31	12,284.06	FERTILIZER HERBICIDES AND CHEMICALS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT
			$ 34,885.57		
12/31/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH31	1,428.39	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES
12/31/2024	SUPERIOR LANDSCAPING & LAWN SERVICE	ACH31	4,083.03	MAINTENANCE LANDSCAPING	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY FACILITIES
			$ 5,511.42		
12/31/2024	WSP USA ENVIRONMENT & INFRASTRUCTUI	ACH31	54.75	OTHER CONTRACTUAL SERVICES	HURRICANE IAN
12/31/2024	WSP USA ENVIRONMENT & INFRASTRUCTUI	ACH31	825.00	OTHER CONTRACTUAL SERVICES	HURRICANE IAN
			$ 879.75		
12/31/2024	NI GOVERNMENT SERVICES INC	ACH31	681.77	CELLULAR TELEPHONE	PUBLIC SAFETY - COMMUNICATIONS

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			$ 681.77		
12/31/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH31	7,110.89	ELECTRICAL CONTRACTORS	SUPPORT SERVICE DELIVERY
12/31/2024	SIMMONDS ELECTRICAL OF NAPLES INC	ACH31	1,780.67	ELECTRICAL CONTRACTORS	SAFETY
			$ 8,891.56		
12/31/2024	RICOH USA INC	ACH31	442.08	OTHER CONTRACTUAL SERVICES	TO ALLOW FOR PROCESSING/COPYING OF BUSINESS DOCS
			$ 442.08		
12/31/2024	CONTEMPORARY CONTROLS & COMM INC	ACH31	12,182.49	SPRINKLER SYSTEM MAINTENANCE	TO MAINTAIN THE IRRIGATION CONTROL & COMMUNICATION SYSTEMS
			$ 12,182.49		
12/31/2024	PREFERRED MATERIALS INC	ACH31	93.33	OTHER CONTRACTUAL SERVICES	FOR PUBLIC HEALTH AND SAFETY
			$ 93.33		
12/31/2024	GREATER NAPLES FIRE RESCUE DISTRICT	ACH31	200.00	OTHER CONTRACTUAL SERVICES	TO MAINTAIN SPORTS COMPLEX OPERATIONS
			$ 200.00		
12/31/2024	LEO'S SOD, LLC	ACH31	208.00	LANDSCAPE MATERIALS	PROVIDE SOD FOR MAIN REPAIRS FOR WATER DIVISION
			$ 208.00		
12/31/2024	EFE INC	ACH31	165.33	MINOR OPERATING EQUIPMENT	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/31/2024	EFE INC	ACH31	206.59	MINOR OPERATING EQUIPMENT	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT
12/31/2024	EFE INC	ACH31	105.25	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 477.17		
12/31/2024	ENVIRONMENTAL PRODUCTS GROUP INC	ACH31	59.50	FLEET R AND M INVENTORY	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT
			$ 59.50		
12/31/2024	GAS SOUTH	ACH31	105.05	GAS SERVICE	GAS SERVICE AT PSC
12/31/2024	GAS SOUTH	ACH31	87.70	GAS SERVICE	GAS SERVICE AT PSC
			$ 192.75		
12/31/2024	KEYSTAFF INC	ACH31	2,112.00	TEMPORARY LABOR	PROVIDE NECESSARY STAFF TO PU TECH SUPPORT TEAM
12/31/2024	KEYSTAFF INC	ACH31	2,554.20	TEMPORARY LABOR	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS
12/31/2024	KEYSTAFF INC	ACH31	1,843.20	TEMPORARY LABOR	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WASTEWATER
12/31/2024	KEYSTAFF INC	ACH31	433.65	OTHER CONTRACTUAL SERVICES	TEMPORARY HELP FOR COUNTY
12/31/2024	KEYSTAFF INC	ACH31	944.00	TEMPORARY LABOR	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT
12/31/2024	KEYSTAFF INC	ACH31	1,162.24	TEMPORARY LABOR	PROMOTE, MARKET, ADV. IMPROVE OR DEVELOP THE COUNTY'S RESOURCES
12/31/2024	KEYSTAFF INC	ACH31	1,288.28	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR PSC
12/31/2024	KEYSTAFF INC	ACH31	1,300.29	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	537.60	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	796.38	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	1,184.40	TEMPORARY LABOR	TO PROVIDE ADDITIONAL SERVICES FOR METER DEPARTMENT
12/31/2024	KEYSTAFF INC	ACH31	676.80	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/31/2024	KEYSTAFF INC	ACH31	288.00	TEMPORARY LABOR	PROVIDE STAFFING SERVICES FOR THE PTNE DIVISION
12/31/2024	KEYSTAFF INC	ACH31	982.01	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/31/2024	KEYSTAFF INC	ACH31	513.84	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	3,014.92	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/31/2024	KEYSTAFF INC	ACH31	928.63	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	3,112.71	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	1,368.74	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK @ MERCANTILE
12/31/2024	KEYSTAFF INC	ACH31	1,432.80	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK DIVISION
12/31/2024	KEYSTAFF INC	ACH31	1,183.10	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/31/2024	KEYSTAFF INC	ACH31	401.49	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	1,545.63	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT APPLICATIONS DIVISION
12/31/2024	KEYSTAFF INC	ACH31	271.46	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/31/2024	KEYSTAFF INC	ACH31	1,394.38	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	2,069.77	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	962.78	TEMPORARY LABOR	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK
12/31/2024	KEYSTAFF INC	ACH31	1,038.40	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	2,640.34	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	121.67	TEMPORARY LABOR	CONTRACT LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	895.38	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	1,087.64	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
12/31/2024	KEYSTAFF INC	ACH31	501.42	TEMPORARY LABOR	MAINTAIN LIBRARY OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	1,852.32	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR OPERATIONAL NEEDS
12/31/2024	KEYSTAFF INC	ACH31	975.15	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES FOR RISK MANAGEMENT EMPLOYEE
12/31/2024	KEYSTAFF INC	ACH31	1,029.11	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	919.05	TEMPORARY LABOR	SUPPORT STAFF FOR EMS SUPPLY WAREHOUSE
12/31/2024	KEYSTAFF INC	ACH31	635.08	TEMPORARY LABOR	SUPPORT STAFF FOR EMS TRAINING DEPT.
12/31/2024	KEYSTAFF INC	ACH31	757.11	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	2,090.42	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/31/2024	KEYSTAFF INC	ACH31	2,265.78	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES

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12/31/2024	KEYSTAFF INC	ACH31	1,045.60	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/31/2024	KEYSTAFF INC	ACH31	168.36	OTHER CONTRACTUAL SERVICES	ASSIST WITH THE COUNTY BRIDGE PROGRAM
12/31/2024	KEYSTAFF INC	ACH31	936.45	TEMPORARY LABOR	EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	2,343.80	OTHER CONTRACTUAL SERVICES	MAINTAIN COASTAL ZONE OPERATIONS AND SERVICES
12/31/2024	KEYSTAFF INC	ACH31	7,355.76	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/31/2024	KEYSTAFF INC	ACH31	865.28	TEMPORARY LABOR	PROVIDE TEMPORARY LABOR FOR WATER DIST
12/31/2024	KEYSTAFF INC	ACH31	943.53	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	5,557.13	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/31/2024	KEYSTAFF INC	ACH31	1,370.25	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/31/2024	KEYSTAFF INC	ACH31	685.12	TEMPORARY LABOR	EMPLOYEE PRODUCTIVITY
12/31/2024	KEYSTAFF INC	ACH31	1,700.38	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	19.56	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	491.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	1,059.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	883.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	495.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	495.60	TEMPORARY LABOR	SUPPORT CHS OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	2,794.77	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/31/2024	KEYSTAFF INC	ACH31	11,581.43	OTHER CONTRACTUAL SERVICES	ADDITIONAL ASSISTANCE NEEDED THROUGHOUT THE YEAR
12/31/2024	KEYSTAFF INC	ACH31	1,303.04	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/31/2024	KEYSTAFF INC	ACH31	1,205.06	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/31/2024	KEYSTAFF INC	ACH31	1,073.32	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/31/2024	KEYSTAFF INC	ACH31	872.59	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/31/2024	KEYSTAFF INC	ACH31	719.20	TEMPORARY LABOR	PROVIDE TEMPORARY STAFFING FOR GMCDD
12/31/2024	KEYSTAFF INC	ACH31	644.28	TEMPORARY LABOR	CONTRACT EMPLOYMENT SERVICES
12/31/2024	KEYSTAFF INC	ACH31	2,249.26	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/31/2024	KEYSTAFF INC	ACH31	2,089.89	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/31/2024	KEYSTAFF INC	ACH31	822.00	TEMPORARY LABOR	CONTRACTED LABOR STAFF TO SUPPORT DAILY OPERATIONS
12/31/2024	KEYSTAFF INC	ACH31	1,882.08	TEMPORARY LABOR	OPERATE AND MAINTAIN SERVICES AT THE SOLID WASTE FACILITIES
12/31/2024	KEYSTAFF INC	ACH31	14,502.79	TEMPORARY LABOR	SUPPORT SERVICE DELIVERY
			$ 119,269.10		
12/31/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH31	26,388.88	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/31/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH31	9,024.96	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/31/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH31	8,201.29	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/31/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH31	5,100.68	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/31/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH31	9,156.58	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/31/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH31	4,727.50	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/31/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH31	5,350.70	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
12/31/2024	UNIVERSAL PROTECTION SERVICE, LLC	ACH31	583.38	SECURITY SERVICES	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES
			$ 68,533.97		
12/31/2024	AVFUEL CORP.	ACH31	21,183.30	JET A FUEL EXPENSE	MAINTAIN AIRPORT OPERATIONS AND SERVICES
			$ 21,183.30		
12/31/2024	DT WATER LLC	ACH31	48.50	FOOD OPERATING SUPPLIES	SUPPORT SERVICE DELIVERY
			$ 48.50		
12/31/2024	CLERK OF COURTS	WIR31	213.00	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
12/31/2024	CLERK OF COURTS	WIR31	390.50	CLERKS RECORDING FEES ETC	FUNDING GRANT ELIGIBLE ACTIVITIES
			$ 603.50		
12/31/2024	PINNACLE PUBLIC FINANCE INC	WIR31	503,407.35	INTEREST BONDS	REFUNDING REVENUE SERIES 2017
			$ 503,407.35		
12/31/2024	SYNOVUS BANK	WIR31	236,313.00	INTEREST OTHER DEBT	WATER/SEWER 2024 INTEREST
			$ 236,313.00		
12/31/2024	JPMORGAN CHASE BANK NA	OCW31	1,036,358.75	INTEREST BONDS NUMBERS 2	DEBT SERVICE JAN 2025 INTEREST W&S REVENUE 2023
			$ 1,036,358.75		
12/31/2024	INTERNAL REVENUE SERVICE	BCCWC	318.52	PAYROLL	EMPLOYEE WITHHOLDING PLUS EMPLOYER MATCH, IF ANY
			$ 318.52		
			$ 91,925,554.26		
GROSS PAYROLL = $6,546,541.87	**12/12/24-12/18/24 NET PAYROLL**		**$ 4,658,582.95**	**2128 EMPLOYEES PAYMENT PER PAY PLAN**	**DETAIL IS AVAILABLE FOR REVIEW IN THE PAYROLL OFFICE**
GROSS PAYROLL = $6,539,902.36	**12/26/24-1/1/25 NET PAYROLL**		**$ 4,632,826.57**	**2132 EMPLOYEES PAYMENT PER PAY PLAN**	**DETAIL IS AVAILABLE FOR REVIEW IN THE PAYROLL OFFICE**
	TOTAL DISBURSEMENTS		**$ 101,216,963.78**		

Executive Summary

Request that the Board approve and determine valid public purpose for invoices payable and purchasing card transactions as of January 8, 2025.

OBJECTIVE: To obtain Board approval of expenditures not otherwise approved by the Board.

CONSIDERATIONS: The Clerk and County staff have instituted enhancements to the invoice report to include a field to enter each purchase's public purpose as identified by County staff at procurement for all expenditures. Effective May 22, 2017, County Staff began adding a public purpose for their expenditures. There is also a text field for invoices currently included in this report which is descriptive information obtained from the invoice. As an interim measure, we are including both the public purpose and the Accounts Payable staff invoice text, as not all invoices in the system contained the public purpose. The public purpose as supplied by County Staff was also added for the purchasing card transactions.

Invoices including but not limited to bond payments, utilities for existing county buildings, and lease payments for approved leases are not included on this list if they have been previously approved by the Board. For the items listed in the report attached to this agenda item, the Clerk's Office is unable to determine that the Board has previously approved the items. In the future, if the Board requires additional information, the Clerk will work with County staff to provide the information.

The Clerk's Office will promptly conclude its audit of these invoices once Board approval and determination of public purpose has been provided so that payments can be made.

The Clerk will continue to provide the separate listing of disbursements under agenda item 16J in compliance with Florida statute 136.06.

FISCAL IMPACT: Total expenditures approved.

GROWTH MANAGEMENT IMPACT: None.

LEGAL CONSIDERATIONS: None.

RECOMMENDATIONS: Request that the Board approve and determine valid public purpose for purchasing card transactions and invoices payable for the period ending January 8, 2025.

PREPARED BY: Leslie Miller, Operations Manager
Clerk of the Circuit Court & Comptroller

ATTACHMENTS:
1. Invoices for BCC Approval 1.14.2025
2. P-Cards for BCC Approval 1.14.2025

Collier County Board of County Commissioners
Invoices Pending Board Approval
As of 1/8/2025

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001074114	FT to FT-Pending BCC Agenda#	126765	1508-1514 N BLVD CORP	FLE	12/16/2024	1311	200.00	4500235471	1/15/2025	12/9-12/15/2024 CAR WASH	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	A
0001075511	FT to FT-Pending BCC Agenda#	126765	1508-1514 N BLVD CORP	FLE	12/24/2024	1312	120.00	4500235471	1/23/2025	12/16-12/22/2024 CAR WASH	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/26/2024	A
			1508-1514 N BLVD CORP Count		**2**								
			1508-1514 N BLVD CORP Total				**$320.00**						
0001072291	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	ICR	12/4/2024	IMMCHRIST-002R	11,000.00	4500232103	1/7/2025	CHRISTMAS TREE WITH LIGHTS	ANNUAL COMMUNITY INVOLVEMENT FOR HOLIDAY DECORATIONS	12/10/2024	A
0001072293	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	ICR	12/3/2024	IMMCHRIST-001R	3,500.00	4500232102	1/7/2025	HOLIDAY DECORATIONS	ANNUAL COMMUNITY INVOLVEMENT FOR HOLIDAY DECORATIONS - MSTU	12/10/2024	A
0001073663	FT to FT-Pending BCC Agenda#	121724	A&M PROPERTY MAINTENANCE LLC	FM	12/13/2024	LTCINC-003	1,600.00	4500236277	1/13/2025	LAKE TRAFFORD CEMETERY	IMMOKALEE CEMETERY LANDSCAPE MAINTENANCE	12/16/2024	A
			A&M PROPERTY MAINTENANCE LLC Count		**3**								
			A&M PROPERTY MAINTENANCE LLC Total				**$16,100.00**						
0001069168	FT to FT-Pending BCC Agenda#	126390	A+ ENVIRONMENTAL RESTORATION LLC	CC	11/25/2024	21319	33,080.85	4500230563	12/27/2024	EXOTIC VEGETATION REMOVAL	PRESERVE MANAGEMENT AND MAINTENANCE	11/27/2024	A
			A+ ENVIRONMENTAL RESTORATION LLC Count		**1**								
			A+ ENVIRONMENTAL RESTORATION LLC Total				**$33,080.85**						
0001072501	FT to FT-Pending BCC Agenda#	130254	ABSOLUTE PLASTIC SOLUTION INC	TO2	11/26/2024	15958	2,700.00	4500235779	1/9/2025	CLEAR CAST ACRYLIC	TO MAINTAIN TRAFFIC OPERATIONS & SERVICES	12/10/2024	C
			ABSOLUTE PLASTIC SOLUTION INC Count		**1**								
			ABSOLUTE PLASTIC SOLUTION INC Total				**$2,700.00**						
0001073184	FT to FT-Pending BCC Agenda#	100040	ACCENT SIGNS INC	PAD	12/12/2024	38773	260.00	4500235399	1/10/2025	SIGNS	SUPPORTING SERVICE DELIVERY	12/13/2024	A
0001074122	FT to FT-Pending BCC Agenda#	100040	ACCENT SIGNS INC	PAD	12/16/2024	38783	260.00	4500235399	1/15/2025	SIGNS	SUPPORTING SERVICE DELIVERY	12/18/2024	A
0001075720	FT to FT-Pending BCC Agenda#	100040	ACCENT SIGNS INC	PAD	12/26/2024	38803	130.00	4500235399	1/23/2025	SIGNS	SUPPORTING SERVICE DELIVERY	12/26/2024	A
			ACCENT SIGNS INC Count		**3**								
			ACCENT SIGNS INC Total				**$650.00**						
0001075201	FT to FT-Pending BCC Agenda#	E00030102	ADAM TERBUSH	DAS	12/23/2024	30102	414.60		12/28/2024	PER DIEM 12/8-12/14/2024	SUPPORT SERVICE DELIVERY	12/23/2024	A
			ADAM TERBUSH Count		**1**								
			ADAM TERBUSH Total				**$414.60**						
0001076378	FT to FT-Pending BCC Agenda#	100094	AIM ENGINEERING & SURVEYING INC	TP	12/31/2024	231773-11	4,723.50	4500225691	1/28/2025	12/1-12/14/2024 FY 23-24 TRANSPORTATION IMPACT STUDY	TO MAINTAIN TRANSPORTATION PLANNING SERVICES AND	12/31/2024	A
0001076379	FT to FT-Pending BCC Agenda#	100094	AIM ENGINEERING & SURVEYING INC	TP	12/31/2024	241985-1	2,412.00	4500234086	1/28/2025	10/29-10/31/2024 TRANSPORTATION PLANNING STUDIES	MAINTAIN TRANSPORTATION PLANNING OPERATIONS	12/31/2024	A
			AIM ENGINEERING & SURVEYING INC Count		**2**								
			AIM ENGINEERING & SURVEYING INC Total				**$7,135.50**						
0001072399	FT to FT-Pending BCC Agenda#	100158	AIRBUS HELICOPTERS INC	HO	12/10/2024	261447372	26,856.98	4500234680	1/7/2025	HELICOPTER PARTS	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT	12/10/2024	A
0001074311	FT to FT-Pending BCC Agenda#	100158	AIRBUS HELICOPTERS INC	HO	12/17/2024	261449809	357.47	4500234680	1/16/2025	HELICOPTER PARTS	HELICOPTER PARTS, EQUIPMENT, MANUALS CONTRACT	12/19/2024	A
			AIRBUS HELICOPTERS INC Count		**2**								
			AIRBUS HELICOPTERS INC Total				**$27,214.45**						
0001073889	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/10/2024	9156385697	30.00	4500233689	1/16/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/17/2024	C
0001074410	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/11/2024	9156427186	78.00	4500233689	1/18/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/19/2024	C
0001074707	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/12/2024	9156472850	142.00	4500233689	1/19/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/20/2024	C
0001075251	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/17/2024	9156601444	30.00	4500233689	1/22/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/23/2024	C
0001075842	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/18/2024	9156649938	78.00	4500233689	1/26/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/27/2024	C
0001076157	FT to FT-Pending BCC Agenda#	127086	AIRGAS USA LLC	EMS	12/19/2024	9156729293	46.00	4500233689	1/29/2025	MEDICAL OXYGEN	MEDICAL GRADE OXYGEN FOR STATIONS AND AMBULANCES	12/30/2024	C
			AIRGAS USA LLC Count		**6**								
			AIRGAS USA LLC Total				**$404.00**						
0001071464	FT to FT-Pending BCC Agenda#	131346	ALAN JAY AUTOMOTIVE MANAGEMENT INC	FLE	12/5/2024	FRKE35783	49,533.00	4500231227	1/5/2025	2024 FORD X1L 101A	MOTOR POOL CAPITAL RECOVERY VEHICLE REPLACEMENT PROGRAM	12/6/2024	C
			ALAN JAY AUTOMOTIVE MANAGEMENT INC Count		**1**								
			ALAN JAY AUTOMOTIVE MANAGEMENT INC Total				**$49,533.00**						
0001074227	FT to FT-Pending BCC Agenda#	124558	ALLEN ENTERPRISES INC	AA1	12/18/2024	0076760-IN	6,002.10	4500236232	1/15/2025	EMIS LED LIGHTS	AIRPORT OPERATIONS	12/18/2024	A
			ALLEN ENTERPRISES INC Count		**1**								
			ALLEN ENTERPRISES INC Total				**$6,002.10**						
0001074191	FT to FT-Pending BCC Agenda#	E00018702	AMANDA DE CASTRO	LIB	12/4/2024	18702	5.31		12/23/2024	MILEAGE 11/25/2024	TO MAINTAIN LIBRARY OPERATIONS	12/18/2024	A
			AMANDA DE CASTRO Count		**1**								
			AMANDA DE CASTRO Total				**$5.31**						
0001076402	FT to FT-Pending BCC Agenda#	113903	AMERICAN MESSAGING SERVICES LLC	FLE	1/1/2025	A2106885ZA	58.57	4500234421	1/30/2025	PAGER SERVICES	COMMUNICATION REQUIREMENTS FOR FLEET OPERATIONS	12/31/2024	C
			AMERICAN MESSAGING SERVICES LLC Count		**1**								
			AMERICAN MESSAGING SERVICES LLC Total				**$58.57**						
0001064750	FT to FT-Pending BCC Agenda#	117521	AMERICAS' SAP USERS' GROUP	IT	11/8/2024	INV-2214	2,300.00	4500236468	12/6/2024	SAP MEMBERSHIP 2024-2025	MEMBERSHIP TO HELP STAFF TRAINING TO IMPROVE PRODUCTIVITY	11/8/2024	A
			AMERICAS' SAP USERS' GROUP Count		**1**								
			AMERICAS' SAP USERS' GROUP Total				**$2,300.00**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001076328	FT to FT-Pending BCC Agenda#	127011	ANIXTER INC	FM	12/27/2024	178421301	2,417.40	4500236462	1/30/2025	PELCO CAMERAS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY	12/31/2024	C
			ANIXTER INC Count		**1**								
			ANIXTER INC Total				**$2,417.40**						
0001074825	FT to FT-Pending BCC Agenda#	124971	APTIM ENVIRONMENTAL & INFRASTRUCURE	Z6	12/19/2024	656757	11,914.72	4500233170	1/17/2025	11/4-12/1/2024 CAXAMBAS SEAWALL & DOCKS REHAB PHASE 2	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY	12/20/2024	A
			APTIM ENVIRONMENTAL & INFRASTRUCURE Count		**1**								
			APTIM ENVIRONMENTAL & INFRASTRUCURE Total				**$11,914.72**						
0001072697	FT to FT-Pending BCC Agenda#	108056	ATKINSREALIS USA INC	AA1	12/11/2024	2031891	42,644.10	4500228968	1/8/2025	11/1-11/30/2024 MARCO ISLAND AIRPORT BULK HANGAR	REQUIRED CAPITAL PROJECT OVERSIGHT	12/11/2024	A
			ATKINSREALIS USA INC Count		**1**								
			ATKINSREALIS USA INC Total				**$42,644.10**						
0001073236	FT to FT-Pending BCC Agenda#	128251	ATMAX EQUIPMENT CO	FLE	12/2/2024	IN021518	580.99	4500234138	1/12/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	P
0001074419	FT to FT-Pending BCC Agenda#	128251	ATMAX EQUIPMENT CO	FLE	12/17/2024	IN021662	45.00	4500234138	1/18/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	P
0001075371	FT to FT-Pending BCC Agenda#	128251	ATMAX EQUIPMENT CO	FLE	12/17/2024	IN021685	273.68	4500234138	1/20/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	P
			ATMAX EQUIPMENT CO Count		**3**								
			ATMAX EQUIPMENT CO Total				**$899.67**						
0001076763	FT to FT-Pending BCC Agenda#	122046	AZURA INVESTIGATIONS LLC	HR	12/31/2024	239423	300.00	4500234943	1/30/2025	EMPLOYMENT VERIFICATION	OBTAIN BACKGROUND CHECKS FOR COLLIER COUNTY NEW HIRES	1/2/2025	A
0001076764	FT to FT-Pending BCC Agenda#	122046	AZURA INVESTIGATIONS LLC	RM	12/31/2024	239424	3,024.00	4500234444	1/30/2025	BACKGROUND CHECK	PROMOTE SAFE DRIVING AND PUBLIC SAFETY	1/2/2025	A
			AZURA INVESTIGATIONS LLC Count		**2**								
			AZURA INVESTIGATIONS LLC Total				**$3,324.00**						
0001071076	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	10/24/2024	501978836	2,365.84	4500227617	1/2/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/5/2024	A
0001071242	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	11/20/2024	5019218909	1,156.88	4500234759	1/2/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/5/2024	A
0001071243	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	11/20/2024	5019219389	156.41	4500234759	1/2/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/5/2024	A
0001071246	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	11/20/2024	5019219397	756.20	4500234759	1/2/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/5/2024	A
0001072166	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	11/26/2024	5019231259	679.35	4500234759	1/6/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/9/2024	A
0001072168	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	11/26/2024	5019232884	909.43	4500234759	1/6/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/9/2024	A
0001072170	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	11/26/2024	5019228969	884.84	4500234759	1/6/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/9/2024	A
0001072171	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	11/26/2024	5019226621	5,871.28	4500234759	1/6/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/9/2024	A
0001074607	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/10/2024	5019247009	2,190.90	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074608	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/9/2024	5019244609	702.46	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074619	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/9/2024	5019244608	1,122.50	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074620	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/9/2024	5019240120	1,446.09	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074662	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/12/2024	5019255228	208.99	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074664	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/10/2024	5019252581	387.40	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074666	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/11/2024	5019251415	474.08	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074717	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/10/2024	5019249262	1,196.89	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074735	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/10/2024	5019249239	1,148.76	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
0001074740	FT to FT-Pending BCC Agenda#	114656	BAKER & TAYLOR ENTERTAINMENT	LIB	12/10/2024	5019248214	130.26	4500234759	1/17/2025	LIBRARY MATERIALS	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/20/2024	A
			BAKER & TAYLOR ENTERTAINMENT Count		**18**								
			BAKER & TAYLOR ENTERTAINMENT Total				**$21,788.56**						
0001077152	FT to FT-Pending BCC Agenda#	124653	BEASLEY MEDIA GROUP LLC	SW	12/31/2024	MCC-1241217750	352.00	4500235803	1/31/2025	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	1/3/2025	A
0001077153	FT to FT-Pending BCC Agenda#	124653	BEASLEY MEDIA GROUP LLC	SW	12/31/2024	MCC-1241217739	204.00	4500235803	1/31/2025	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	1/3/2025	A
0001077154	FT to FT-Pending BCC Agenda#	124653	BEASLEY MEDIA GROUP LLC	SW	12/31/2024	MCC-1241217740	440.00	4500235803	1/31/2025	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	1/3/2025	A
0001077155	FT to FT-Pending BCC Agenda#	124653	BEASLEY MEDIA GROUP LLC	SW	12/31/2024	MCC-1241217738	240.00	4500235803	1/31/2025	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	1/3/2025	A
			BEASLEY MEDIA GROUP LLC Count		**4**								
			BEASLEY MEDIA GROUP LLC Total				**$1,236.00**						
0001077307	FT to FT-Pending BCC Agenda#	126762	BEST VERSION MEDIA LLC	SW	1/1/2025	362255-202503	2,775.04	4500235543	1/31/2025	MARCH 2025 EDITION	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	1/3/2025	A
			BEST VERSION MEDIA LLC Count		**1**								
			BEST VERSION MEDIA LLC Total				**$2,775.04**						
0001074602	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/19/2024	456905/1	104.97	4500235373	1/19/2025	HARDWARE SUPPLIES	SUPPORTS SERVICE DELIVERY	12/20/2024	C
0001075150	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/22/2024	457001/1	39.99	4500235373	1/22/2025	HARDWARE	SUPPORTS SERVICE DELIVERY	12/23/2024	C
0001075151	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/22/2024	456999/1	48.38	4500235373	1/22/2025	HARDWARE	SUPPORTS SERVICE DELIVERY	12/23/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001075469	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/23/2024	457067/1	109.99	4500235373	1/25/2025	HARDWARE	SUPPORTS SERVICE DELIVERY	12/26/2024	C
0001075859	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/27/2024	457189/1	351.06	4500235373	1/26/2025	HARDWARE SUPPLIES	SUPPORTS SERVICE DELIVERY	12/27/2024	C
0001075861	FT to FT-Pending BCC Agenda#	100313	BLOCKER & LEWIS ENTERPRISES INC	PAD	12/27/2024	457190/1	14.99	4500235373	1/26/2025	HARDWARE SUPPLIES	SUPPORTS SERVICE DELIVERY	12/27/2024	C
			BLOCKER & LEWIS ENTERPRISES INC Count		**6**								
			BLOCKER & LEWIS ENTERPRISES INC Total				**$669.38**						
0001071387	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	OTF	11/30/2024	465580	1,603.25	4500230281	1/3/2025	11/1-11/30/2024- SCWRF FDEP ADMINISTRATIVE ORDER	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001076364	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	AA1	9/30/2024	456300	976.32	4500230969	1/28/2025	8/26-9/30/2024 MKY BULK HANGAR PROJECT POST-DESIGN SERVICES	CAPITAL PROJECT ENGINEERING ASSISTANCE	12/31/2024	A
0001076365	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	AA1	10/31/2024	459489	701.76	4500230969	1/28/2025	10/1-10/31/2024 MKY BULK HANGAR PROJECT POST- DESIGN SERVICES	CAPITAL PROJECT ENGINEERING ASSISTANCE	12/31/2024	A
0001076371	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	OTF	10/31/2024	460313R	223.75	4500230281	1/28/2025	10/1-10/31/2024 SCWRF FDEP ADMINISTRATIVE ORDER ASSISTANCE	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/31/2024	A
0001076372	FT to FT-Pending BCC Agenda#	131276	BOWMAN GULF COAST LLC	WWL	10/31/2024	460314	1,855.00	4500230274	1/28/2025	10/1-10/31/2024 NCWRF PROFESSIONAL SUPPORT	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/31/2024	A
			BOWMAN GULF COAST LLC Count		**5**								
			BOWMAN GULF COAST LLC Total				**$5,360.08**						
0001073892	FT to FT-Pending BCC Agenda#	108043	BUSINESS ONE TAS INC	TG1	12/9/2024	7236-1224	59.50	4500234330	1/14/2025	NOVEMBER 2024 ANSWERING SERVICES	ANSWERING SERVICES FOR AFTER HOURS PUBLIC ISSUES.	12/17/2024	A
			BUSINESS ONE TAS INC Count		**1**								
			BUSINESS ONE TAS INC Total				**$59.50**						
0001071619	FT to FT-Pending BCC Agenda#	127557	CANON SOLUTIONS AMERICA INC	CDO	11/30/2024	4040899370	890.26	4500233487	1/5/2025	NOVEMBER 2024 MAINTENANCE	PROVIDE DEDICATED APPLICATION SUPPORT FOR GMD NORTH	12/6/2024	C
			CANON SOLUTIONS AMERICA INC Count		**1**								
			CANON SOLUTIONS AMERICA INC Total				**$890.26**						
0001056880	FT to FT-Pending BCC Agenda#	127255	CAPITAL CONTRACTORS, LLC	FM	10/1/2024	INV_380_CC100856	4,903.19	4500235080	10/29/2024	URGENT REPAIRS - HERITAGE BAY	REPAIRS TO MAINTAIN COUNTY FACILITIES EQUIPMENT	10/1/2024	A
0001074038	FT to FT-Pending BCC Agenda#	127255	CAPITAL CONTRACTORS, LLC	Z6	12/17/2024	394_CC100817	42,912.64	4500229855	1/14/2025	JAIL DISHWASHER REPAIR	REPAIRS TO MAINTAIN COUNTY FACILITIES EQUIPMENT	12/17/2024	A
			CAPITAL CONTRACTORS, LLC Count		**2**								
			CAPITAL CONTRACTORS, LLC Total				**$47,815.83**						
0001072240	FT to FT-Pending BCC Agenda#	117658	CARIBBEAN LAWN & GARDEN OF SW NAPLE	OTF	12/3/2024	40163	1,250.00	4500233678	12/10/2024	GOLDEN GATE MOWING WASTEWATER PONDS	PROVIDE LANDSCAPING SERVICES FOR GGWWTP	12/10/2024	A
0001073068	FT to FT-Pending BCC Agenda#	117658	CARIBBEAN LAWN & GARDEN OF SW NAPLE	WWL	11/1/2024	39905	1,485.00	4500234803	1/9/2025	1ST MOWING/BUSH HOG	PROVIDE LANDSCAPING SERVICES FOR NESA	12/12/2024	A
0001073069	FT to FT-Pending BCC Agenda#	117658	CARIBBEAN LAWN & GARDEN OF SW NAPLE	WWL	12/2/2024	40156	1,485.00	4500234803	1/9/2025	2ND MOWING/ BUSH HOG	PROVIDE LANDSCAPING SERVICES FOR NESA	12/12/2024	A
			CARIBBEAN LAWN & GARDEN OF SW NAPLE Count		**3**								
			CARIBBEAN LAWN & GARDEN OF SW NAPLE Total				**$4,220.00**						
0001072906	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/9/2024	9601520224	665.10	4500233833	1/11/2025	CO2 GAS	MAINTAINING CERTIFICATIONS	12/12/2024	C
0001072907	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/9/2024	9601520244	522.68	4500233833	1/11/2025	CO2 GAS	MAINTAINING CERTIFICATIONS	12/12/2024	C
0001072908	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/9/2024	9601520227	381.60	4500233833	1/11/2025	CO2 GAS	MAINTAINING CERTIFICATIONS	12/12/2024	C
0001073532	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/12/2024	9601521533	142.68	4500233833	1/15/2025	CO2 GAS	MAINTAINING CERTIFICATIONS	12/16/2024	C
0001073533	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/12/2024	9601521536	225.00	4500233833	1/15/2025	CO2 GAS	MAINTAINING CERTIFICATIONS	12/16/2024	C
0001074404	FT to FT-Pending BCC Agenda#	127732	CARLON INC	PAD	12/17/2024	9601524034	202.50	4500233833	1/18/2025	CO2 GAS	MAINTAINING CERTIFICATIONS	12/19/2024	C
			CARLON INC Count		**6**								
			CARLON INC Total				**$2,139.56**						
0001076484	FT to FT-Pending BCC Agenda#	108174	CAROLLO ENGINEERS INC	Z1	12/31/2024	FB60324	10,526.00	4500225287	1/28/2025	THROUGH 11/30/2024 WW AND IQ MODELING ASSISTANCE	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/31/2024	A
			CAROLLO ENGINEERS INC Count		**1**								
			CAROLLO ENGINEERS INC Total				**$10,526.00**						
0001075221	FT to FT-Pending BCC Agenda#	100508	CARTER FENCE COMPANY INC	PCP	12/23/2024	19925	12,104.19	4500236230	2/6/2025	CHAIN LINK FENCE 10'H -11567 TAMIAMI TRL E.	SUPPORT SERVICE DELIVERY	12/23/2024	A
0001075224	FT to FT-Pending BCC Agenda#	100508	CARTER FENCE COMPANY INC	PCP	12/23/2024	19924	7,722.49	4500236235	2/6/2025	CHAIN LINK FENCE 6'H -11567 TAMIAMI TRL E.	SUPPORT SERVICE DELIVERY	12/23/2024	A
			CARTER FENCE COMPANY INC Count		**2**								
			CARTER FENCE COMPANY INC Total				**$19,826.68**						
0001071693	FT to FT-Pending BCC Agenda#	100476	CDM SMITH INC	Z1	12/6/2024	90221565	2,142.70	4500218184	1/3/2025	6/9-11/9/2024 LIVINGSTON ROAD IQ WATER ASR SITE	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/6/2024	A
0001074549	FT to FT-Pending BCC Agenda#	100476	CDM SMITH INC	Z1	12/20/2024	90222883	1,006.75	4500218184	1/17/2025	11/17-12/7/2024 LIVINGSTON ROAD IQ WATER ASR SITE	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/20/2024	A
0001074665	FT to FT-Pending BCC Agenda#	100476	CDM SMITH INC	Z2	12/20/2024	90222910	3,195.50	4500223996	1/17/2025	8/25-11/23/2024 NRO WELLFIELD INFRASTRUCTURE IMPROVEMENTS	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/20/2024	A
0001074838	FT to FT-Pending BCC Agenda#	100476	CDM SMITH INC	WTN	12/20/2024	90222916	23,524.00	4500236526	1/17/2025	9/13-11/30/2024 NCRWTP POWER SYSTEM STUDY	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/20/2024	A
			CDM SMITH INC Count		**4**								
			CDM SMITH INC Total				**$29,868.95**						
0001069370	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITN	11/28/2024	AB7MZ8U	8,460.96	4500235674	12/26/2024	HPE LTO-8 30TB RW CUST LBL 20PK	EQUIPMENT TO MORE EFFECTIVELY PERFORM JOB-RELATED DUTIES	11/28/2024	A
0001071788	FT to FT-Pending BCC Agenda#	103795	CDW LLC	FM	12/6/2024	AB8JV2M	2,449.62	4500235074	1/3/2025	LG 34IN 3440X1440 21:9VA CURVED MON	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY	12/6/2024	A
0001071915	FT to FT-Pending BCC Agenda#	103795	CDW LLC	PUE	12/9/2024	AB8MW9V	5,940.00	4500236193	1/6/2025	BLUEBEAM REVU CORE SUB	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT	12/9/2024	A
0001072518	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WTS	12/10/2024	AB8V25U	117.00	4500236297	1/7/2025	LOGITECH M325S WIRELESS MOUSE - BLU	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/10/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001072542	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WTS	12/10/2024	AB8Y62Z	312.46	4500236291	1/8/2025	DELL THUNDERBOLT DOCK - WD22TB4	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/11/2024	A
0001072545	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITN	12/10/2024	AB8ZP2B	1,258.40	4500236304	1/8/2025	APC TEMPERATURE & HUMIDITY SENSOR	EQUIPMENT TO MORE EFFECTIVELY PERFORM JOB-RELATED DUTIES	12/11/2024	A
0001073056	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITC	12/12/2024	0770081	2,516.48	4500236298	1/9/2025	ADO ACROBAT PRO F/ENT LGA L9	PROVIDE STAFF SUPPORT FOR IT SERVICE DESK DIVISION	12/12/2024	A
0001073260	FT to FT-Pending BCC Agenda#	103795	CDW LLC	EMR	12/13/2024	AB9EW8E	239.14	4500236203	1/10/2025	PEPLINK 1YR PRIMECARE	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM	12/13/2024	A
0001073261	FT to FT-Pending BCC Agenda#	103795	CDW LLC	EMR	12/13/2024	AB9E77S	376.32	4500235747	1/10/2025	PEPLINK 1YR PRIMECARE	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM	12/13/2024	A
0001073262	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITD	12/13/2024	AB9EL3V	318.82	4500235007	1/10/2025	MEA MS AZURE OVG CS 9883507970 1124	IMPROVE SUPPORT FOR NEW TECHNOLOGIES BEING DEPLOYED	12/13/2024	A
0001073450	FT to FT-Pending BCC Agenda#	103795	CDW LLC	Z3	12/13/2024	AB9KH8X	28.00	4500236295	1/13/2025	PROLINE 1M FIBER OPTIC SMF LC/SC M/	PROVIDE PROJECT MANAGEMENT FUNCTIONS WW SEWER DISTRICT	12/16/2024	A
0001073451	FT to FT-Pending BCC Agenda#	103795	CDW LLC	Z3	12/13/2024	AB9J27Z	777.00	4500236295	1/13/2025	APC SMART-UPS 750VA 120V W/SMARTCON	PROVIDE PROJECT MANAGEMENT FUNCTIONS WW SEWER DISTRICT	12/16/2024	A
0001074280	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WWP	12/18/2024	AB94D83	50.00	4500236426	1/16/2025	DELL USB-C 65 W AC ADAPTER	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR	12/19/2024	A
0001074397	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WT	12/19/2024	AB95W7G	330.48	4500236411	1/16/2025	HP SCANJET PRO 2600 F1 SCANNER	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT	12/19/2024	A
0001075401	FT to FT-Pending BCC Agenda#	103795	CDW LLC	WWL	12/23/2024	AC1KY5X	509.00	4500236424	1/20/2025	SAMSUNG 55 DU8000 CRYSTAL UHD 4K TV	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/23/2024	A
0001075429	FT to FT-Pending BCC Agenda#	103795	CDW LLC	Z2	12/23/2024	AC1LL9F	2,998.77	4500236488	1/21/2025	PLANAR 32IN 2K WQHD LED MON HDMI DP	PROVIDE PROJECT MANAGEMENT FUNCTIONS WW SEWER DISTRICT	12/24/2024	A
0001077371	FT to FT-Pending BCC Agenda#	103795	CDW LLC	TP1	12/13/2024	AB9EL3V_01073262	619.06	4500235111	1/10/2025	MEA MS AZURE OVG CS 9883507970 1124	DATA MANAGEMENT TO IMPROVE EFFICIENCIES	1/3/2025	A
			CDW LLC Count		**17**								
			CDW LLC Total				**$27,301.51**						
0001074119	FT to FT-Pending BCC Agenda#	130132	CEC MOTOR & UTILITY SERVICES LLC	WTS	12/17/2024	10249	4,498.92	4500236097	1/17/2025	3HP HOMEWOOD/GE MOTOR 83C18544	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/18/2024	C
0001075707	FT to FT-Pending BCC Agenda#	130132	CEC MOTOR & UTILITY SERVICES LLC	WTS	12/26/2024	10264	1,452.24	4500235946	1/25/2025	15 HP TATUNG SUPER-MAX ELECTRIC MOT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/26/2024	C
0001075710	FT to FT-Pending BCC Agenda#	130132	CEC MOTOR & UTILITY SERVICES LLC	WTS	12/26/2024	10263	11,150.75	4500235893	1/25/2025	W 10 HP NIDEC HOSTILE DUTY	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/26/2024	C
			CEC MOTOR & UTILITY SERVICES LLC Count		**3**								
			CEC MOTOR & UTILITY SERVICES LLC Total				**$17,101.91**						
0001076930	FT to FT-Pending BCC Agenda#	131838	CHENANGO SUPPLY CO INC OF FLORIDA	PBD	12/11/2024	347747	7,434.00	4500236057	2/1/2025	FERRIS ROVER	EMPLOYEE PRODUCTIVITY	1/2/2025	C
			CHENANGO SUPPLY CO INC OF FLORIDA Count		**1**								
			CHENANGO SUPPLY CO INC OF FLORIDA Total				**$7,434.00**						
0001076471	FT to FT-Pending BCC Agenda#	E00013665	CHLOE SNIDER	LIB	12/23/2024	13665	72.67		1/5/2025	MILEAGE 9/6-12/19/2024	TO MAINTAIN LIBRARY OPERATIONS	12/31/2024	A
			CHLOE SNIDER Count		**1**								
			CHLOE SNIDER Total				**$72.67**						
0001066088	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/14/2024	4211480630	117.39	4500233614	12/14/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/14/2024	C
0001067545	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	BED	11/20/2024	4212105276	59.60	4500220601	12/20/2024	UNIFORM RENTAL	IMMOKALEE ACCELERATOR SUPPLIES	11/20/2024	C
0001069052	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	BED	11/26/2024	4212805881	59.60	4500220601	12/26/2024	UNIFORM RENTAL	IMMOKALEE ACCELERATOR SUPPLIES	11/26/2024	C
0001069090	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	11/26/2024	4212806745	120.49	4500233614	12/27/2024	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	11/27/2024	C
0001071333	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	BED	12/5/2024	4213674430	59.60	4500220601	1/4/2025	UNIFORM RENTAL	IMMOKALEE ACCELERATOR SUPPLIES	12/5/2024	C
0001071336	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/5/2024	4213675942	472.33	4500233702	1/4/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/5/2024	C
0001071338	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	4213677569	840.47	4500233579	1/4/2025	UNIFORM RENTAL	PROVIDE UNIFORMS TO COUNTY STAFF	12/5/2024	C
0001071782	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/6/2024	4213815350	2,635.74	4500233551	1/5/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/6/2024	C
0001072556	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PSC	12/10/2024	4214066019	67.58	4500234652	1/10/2025	UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF	12/11/2024	C
0001072741	FT to FT-Pending BCC Agenda#	123352	CINTAS CORPORATION	TG1	12/11/2024	4124226757	15.41	4500233774	1/8/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/11/2024	A
0001072742	FT to FT-Pending BCC Agenda#	123352	CINTAS CORPORATION	TG1	12/11/2024	4214226754	24.55	4500233774	1/8/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/11/2024	A
0001072743	FT to FT-Pending BCC Agenda#	123352	CINTAS CORPORATION	TG1	12/11/2024	4214226852	127.46	4500233774	1/8/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/11/2024	A
0001072744	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/11/2024	4214226856	167.44	4500233774	1/10/2025	UNIFORM RENTAL	UNIFORMS FOR STAFF	12/11/2024	C
0001072745	FT to FT-Pending BCC Agenda#	123352	CINTAS CORPORATION	TG1	12/11/2024	4214226927	582.34	4500233774	1/8/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/11/2024	A
0001072756	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/11/2024	4214226709	44.66	4500234651	1/10/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/11/2024	C
0001072757	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WTS	12/11/2024	4214226790	227.31	4500234657	1/10/2025	UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/11/2024	C
0001072758	FT to FT-Pending BCC Agenda#	111926	CINTAS CORPORATION	FLE	12/11/2024	4214226801	295.37	4500234651	1/10/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/11/2024	C
0001072759	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/11/2024	4214226893	336.31	4500234646	1/10/2025	UNIFORM RENTAL	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/11/2024	C
0001072760	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/11/2024	4214229940	69.99	4500234656	1/10/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/11/2024	C
0001072787	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/11/2024	4214227004	15.00	4500234656	1/11/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/12/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001072791	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/11/2024	4214230030	141.09	4500233553	1/11/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	C
0001072792	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/11/2024	4214226885	62.94	4500233573	1/11/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	C
0001073059	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/12/2024	4214400991	74.86	4500234656	1/11/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/12/2024	C
0001073060	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/12/2024	4214405206	242.79	4500229511	1/11/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/12/2024	C
0001073061	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/12/2024	4214401016	26.62	4500234651	1/11/2025	UNIFORM RENTAL	FLEET UNIFORMS	12/12/2024	C
0001073062	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/12/2024	4214401048	4.52	4500234654	1/11/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/12/2024	C
0001073063	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/12/2024	4214410014	81.46	4500234655	1/11/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/12/2024	C
0001073065	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	BED	12/12/2024	4214401105	59.60	4500220601	1/11/2025	UNIFORM RENTAL	IMMOKALEE ACCELERATOR SUPPLIES	12/12/2024	C
0001073066	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/12/2024	4214402072	502.11	4500233702	1/11/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	C
0001073123	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/12/2024	4214401971	246.86	4500234932	1/12/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	12/13/2024	C
0001073138	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/12/2024	4214401812	108.52	4500233614	1/12/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/13/2024	C
0001073192	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PBD	12/12/2024	4214401750	242.73	4500235835	1/12/2025	UNIFORM RENTAL	EMPLOYEE UNIFORMS	12/13/2024	C
0001073411	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/13/2024	4214555765	119.80	4500234932	1/12/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	12/13/2024	C
0001074068	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PSC	12/17/2024	4214806278	67.58	4500234652	1/17/2025	UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF	12/18/2024	C
0001074072	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/17/2024	4214806258	88.55	4500234654	1/17/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/18/2024	C
0001074075	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/17/2024	4214809706	29.41	4500234656	1/17/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/18/2024	C
0001074076	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/17/2024	4214800122	847.78	4500234932	1/17/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	12/18/2024	C
0001074077	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/17/2024	4214809680	34.44	4500234656	1/17/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/18/2024	C
0001074078	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/17/2024	4214809717	31.45	4500234656	1/17/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/18/2024	C
0001074079	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/17/2024	4214802196	1,335.44	4500233617	1/17/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/18/2024	C
0001074080	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/17/2024	4214799305	206.96	4500233617	1/17/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/18/2024	C
0001074154	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/17/2024	4214806481	81.97	4500234656	1/17/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/18/2024	C
0001074206	FT to FT-Pending BCC Agenda#	123352	CINTAS CORPORATION	TG1	12/18/2024	4214989484	167.44	4500233774	1/15/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/18/2024	A
0001074207	FT to FT-Pending BCC Agenda#	123352	CINTAS CORPORATION	TG1	12/18/2024	4214989457	15.41	4500233774	1/15/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/18/2024	A
0001074208	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/18/2024	4214989387	24.55	4500233774	1/17/2025	UNIFORM RENTAL	UNIFORMS FOR STAFF	12/18/2024	C
0001074209	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/18/2024	4214989506	582.34	4500233774	1/17/2025	UNIFORM RENTAL	UNIFORMS FOR STAFF	12/18/2024	C
0001074210	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/18/2024	4214909493	127.46	4500233774	1/17/2025	UNIFORM RENTAL	UNIFORMS FOR STAFF	12/18/2024	C
0001074283	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	OTF	12/18/2024	421989536	62.94	4500233573	1/18/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/19/2024	C
0001074284	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/18/2024	4214989478	35.39	4500234651	1/18/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/19/2024	C
0001074320	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WTS	12/18/2024	4214989438	227.31	4500234657	1/18/2025	UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/19/2024	C
0001074321	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/18/2024	4214989371	44.66	4500234651	1/18/2025	UNIFORM RENTAL	FLEET UNIFORMS	12/19/2024	C
0001074322	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/18/2024	4214989468	295.37	4500234651	1/18/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/19/2024	C
0001074323	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/18/2024	4214989516	336.31	4500234656	1/18/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/19/2024	C
0001074328	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/18/2024	4214992509	69.99	4500234656	1/18/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/19/2024	C
0001074329	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/18/2024	42194992596	141.09	4500233553	1/18/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/19/2024	C
0001074343	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/18/2024	4214989552	111.31	4500234656	1/18/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/19/2024	C
0001074344	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/18/2024	4214989642	15.00	4500234656	1/18/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/19/2024	C
0001074495	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	9/18/2024	4205548435	295.37	4500234651	1/18/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/19/2024	C
0001074496	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	9/18/2024	4205548443	35.39	4500227020	1/18/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/19/2024	C
0001074497	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	10/16/2024	4208556559	35.39	4500234651	1/18/2025	UNIFORM RENTAL	FLEET UNIFORMS	12/19/2024	C
0001074554	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/19/2024	4215149485	571.74	4500233702	1/19/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/20/2024	C
0001074559	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/19/2024	4215149427	246.86	4500234932	1/19/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/20/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001074560	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/18/2024	4214992353	49.52	4500229511	1/19/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/20/2024	C
0001074561	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/19/2024	4215148572	26.62	4500234651	1/19/2025	UNIFORM RENTAL	FLEET UNIFORMS	12/20/2024	C
0001074562	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/19/2024	4215148593	4.52	4500234654	1/19/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/20/2024	C
0001074563	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/19/2024	4215148557	74.86	4500229511	1/19/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/20/2024	C
0001074627	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PBD	12/19/2024	4215149290	242.73	4500235835	1/19/2025	UNIFORM RENTAL	EMPLOYEE PRODUCTIVITY	12/20/2024	C
0001074632	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	BED	12/19/2024	4215148611	59.60	4500220601	1/19/2025	UNIFORM RENTAL	IMMOKALEE ACCELERATOR SUPPLIES	12/20/2024	C
0001074633	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/19/2024	4215152411	183.79	4500234656	1/19/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/20/2024	C
0001075100	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/20/2024	4215299215	119.80	4500234932	1/22/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/23/2024	C
0001075101	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/20/2024	4215299493	78.15	4500234656	1/22/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/23/2024	C
0001075159	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/19/2024	4215148779	267.11	4500233774	1/22/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/23/2024	C
0001075161	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	12/12/2024	4214401141	267.11	4500233774	1/22/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	12/23/2024	C
0001075470	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/23/2024	4215443634	1,256.63	4500233617	1/25/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/26/2024	C
0001075471	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WW	12/23/2024	4215443270	206.96	4500233617	1/25/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/26/2024	C
0001075498	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/23/2024	4215443580	31.45	4500234656	1/25/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/26/2024	C
0001075499	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/23/2024	4215443569	29.41	4500235478	1/25/2025	UNIFORM RENTAL	MAINTAIN PARKS AND FIELDS	12/26/2024	C
0001075501	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/23/2024	4215443458	847.78	4500234932	1/25/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	12/26/2024	C
0001075526	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/24/2024	4215628293	62.94	4500233573	1/25/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/26/2024	C
0001075532	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/24/2024	4215630264	69.99	4500234656	1/25/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/26/2024	C
0001075533	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/24/2024	4215628523	15.00	4500234656	1/25/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/26/2024	C
0001075534	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WTS	12/24/2024	421568097	308.31	4500234657	1/25/2025	UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/26/2024	C
0001075535	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WTS	12/24/2024	4215628442	336.31	4500234646	1/25/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/26/2024	C
0001075536	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/24/2024	4215622055	88.55	4500234654	1/25/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/26/2024	C
0001075537	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/24/2024	4215628139	511.37	4500234651	1/25/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/26/2024	C
0001075538	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/24/2024	4215628216	35.39	4500234651	1/25/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/26/2024	C
0001075539	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/24/2024	4215629778	49.52	4500234656	1/25/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/26/2024	C
0001075540	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/24/2024	4215628014	44.66	4500234651	1/25/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/26/2024	C
0001075541	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PSC	12/24/2024	4215622139	67.58	4500234652	1/25/2025	UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF	12/26/2024	C
0001075542	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/24/2024	4215628290	111.31	4500234656	1/25/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/26/2024	C
0001075543	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/24/2024	4215622344	81.97	4500234656	1/25/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/26/2024	C
0001075552	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PBD	12/26/2024	4215793782	242.73	4500235835	1/25/2025	UNIFORM RENTAL	EMPLOYEE SAFETY	12/26/2024	C
0001075774	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/26/2024	4215793789	127.20	4500233614	1/26/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/27/2024	C
0001075775	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/26/2024	4215793808	246.86	4500234932	1/26/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/27/2024	C
0001075776	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	BED	12/26/2024	4215793474	59.60	4500220601	1/26/2025	UNIFORM RENTAL	IMMOKALEE ACCELERATOR SUPPLIES	12/27/2024	C
0001075777	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/26/2024	4215793458	4.52	4500234654	1/26/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/27/2024	C
0001075781	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/26/2024	4215795341	73.92	4500234655	1/26/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/27/2024	C
0001075782	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FLE	12/26/2024	4215793387	26.62	4500234651	1/26/2025	UNIFORM RENTAL	FLEET UNIFORMS FOR PERSONNEL SAFETY	12/27/2024	C
0001075790	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/26/2024	4215793396	74.86	4500234656	1/26/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/27/2024	C
0001076036	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	12/27/2024	4215972916	119.80	4500234932	1/29/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	12/30/2024	C
0001076037	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/27/2024	4215973075	78.15	4500234656	1/29/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/30/2024	C
0001076043	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/27/2024	4215967521	183.79	4500234656	1/29/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/30/2024	C
0001076341	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/30/2024	4216229878	31.45	4500234656	1/30/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/31/2024	C
0001076342	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/30/2024	4216229837	34.44	4500234656	1/30/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/31/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001076343	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/30/2024	4216229894	29.41	4500234656	1/30/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	12/31/2024	C
0001076344	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	12/30/2024	4216229225	847.78	4500234932	1/30/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	12/31/2024	C
0001076520	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PSC	12/31/2024	4216403365	67.58	4500234652	1/31/2025	UNIFORM RENTAL	UNIFORMS FOR SPORTS COMPLEX STAFF	1/1/2025	C
0001076614	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	OTF	12/31/2024	4216409187	62.94	4500233573	2/1/2025	UNIFORM RENTAL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	1/2/2025	C
0001076615	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	12/31/2024	4216403344	59.55	4500234654	2/1/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	1/2/2025	C
0001076619	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/31/2024	4216412395	69.99	4500234656	2/1/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	1/2/2025	C
0001076620	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WTS	12/31/2024	4216409161	336.31	4500234646	2/1/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	1/2/2025	C
0001076623	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/31/2024	4216409138	111.31	4500234656	2/1/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	1/2/2025	C
0001076625	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/31/2024	4216411670	49.52	4500234656	2/1/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	1/2/2025	C
0001076633	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WTS	12/31/2024	4216409039	227.31	4500234657	2/1/2025	UNIFORM RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	1/2/2025	C
0001076775	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/31/2024	4216403494	81.97	4500234656	2/1/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	1/2/2025	C
0001076776	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PAD	12/31/2024	4216409524	15.00	4500234656	2/1/2025	UNIFORM RENTAL	SUPPORTING SERVICE DELIVERY	1/2/2025	C
0001076907	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	PBD	1/2/2025	4216504798	242.73	4500235835	2/1/2025	UNIFORM RENTAL	EMPLOYEE SAFETY	1/2/2025	C
0001076993	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	2/9/2024	5197119970	29.02	4500234654	2/1/2025	MEDICINE CABINET AND SUPPLIES	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	1/2/2025	C
0001076994	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	4/4/2024	5205212971	26.98	4500234654	2/1/2025	MEDICINE CABINET AND SUPPLIES	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	1/2/2025	C
0001076995	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	7/26/2024	5222349446	68.17	4500234654	2/1/2025	MEDICINE CABINET AND SUPPLIES	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	1/2/2025	C
0001076996	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	9/20/2024	5230957298	42.07	4500234654	2/1/2025	MEDICINE CABINET AND SUPPLIES	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	1/2/2025	C
0001077101	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	TG1	1/2/2025	4216504565	280.16	4500233774	2/2/2025	UNIFORM RENTAL	UNIFORMS FOR ROAD MAINT CREWS	1/3/2025	C
0001077161	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	1/2/2025	4216504529	4.52	4500234654	2/2/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	1/3/2025	C
0001077165	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWP	1/2/2025	4216504859	246.86	4500234932	2/2/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	1/3/2025	C
0001077167	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	WWL	1/2/2025	4216504852	127.20	4500233614	2/2/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	1/3/2025	C
0001077168	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	SW	1/2/2025	4216506110	73.92	4500234655	2/2/2025	UNIFORM RENTAL	PROVIDE STANDARDIZED UNIFORMS TO IDENTIFY COUNTY STAFF	1/3/2025	C
0001077494	FT to FT-Pending BCC Agenda#	123352	CINTAS CORPORATION	PUO	1/3/2025	4216748631	119.80	4500234932	2/3/2025	UNIFORM RENTAL	TO PROVIDE UNIFORMS FOR WASTEWATER POWER	1/6/2025	A
			CINTAS CORPORATION Count		**127**								
			CINTAS CORPORATION Total				**$24,470.42**						
0001075566	FT to FT-Pending BCC Agenda#	120552	CIRCUIT BREAKER SALES LLC	WWL	12/26/2024	ICB39880	7,000.00	4500235697	1/25/2025	NCWRF -CBS-FS TO PERFORM MAINTENANCE ONLY	OPERATE & MAINTAIN WASTEWATER SYSTEM	12/26/2024	C
			CIRCUIT BREAKER SALES LLC Count		**1**								
			CIRCUIT BREAKER SALES LLC Total				**$7,000.00**						
0001072836	FT to FT-Pending BCC Agenda#	100603	COASTAL CONCRETE PRODUCTS LLC	WW	12/11/2024	3431	10,549.90	4500233500	1/9/2025	EMERGENCY WATER REPAIR - 4798 DAVIS BOULEVARD	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/12/2024	A
			COASTAL CONCRETE PRODUCTS LLC Count		**1**								
			COASTAL CONCRETE PRODUCTS LLC Total				**$10,549.90**						
0001073331	FT to FT-Pending BCC Agenda#	100628	COLLIER COUNTY SHERIFFS OFFICE	PBD	12/13/2024	4731	939.60	4500235633	1/10/2025	TRAFFIC CONTROL	PUBLIC SAFETY	12/13/2024	A
0001076156	FT to FT-Pending BCC Agenda#	100628	COLLIER COUNTY SHERIFFS OFFICE	PBD	12/27/2024	4765	1,127.52	4500235633	1/27/2025	COMMUNITY PATROLS	PUBLIC SAFETY	12/30/2024	A
			COLLIER COUNTY SHERIFFS OFFICE Count		**2**								
			COLLIER COUNTY SHERIFFS OFFICE Total				**$2,067.12**						
0001066455	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	11/5/2024	1NV104673	337.80	4500233660	12/15/2024	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	11/15/2024	C
0001073209	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/13/2024	INV105648	4,808.44	4500233660	1/12/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
0001073393	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/13/2024	INV105679	133.46	4500233660	1/12/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
0001073580	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/13/2024	INV105662	2,876.96	4500233660	1/15/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/16/2024	C
0001074006	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/17/2024	INV105734	531.72	4500233660	1/16/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/17/2024	C
0001074316	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/18/2024	INV105754	680.15	4500233660	1/18/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	C
0001075079	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/20/2024	INV105827	448.52	4500233660	1/22/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001075080	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/20/2024	INV105826	640.00	4500233660	1/22/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001076264	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/30/2024	INV105958	777.76	4500233660	1/29/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/30/2024	C
0001076428	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/18/2024	INV105753	1,063.44	4500233660	1/30/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
0001076429	FT to FT-Pending BCC Agenda#	100646	COLLIER TIRE & AUTO REPAIR	FLE	12/30/2024	INV105957	1,373.84	4500233660	1/30/2025	TIRES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			COLLIER TIRE & AUTO REPAIR Count		**11**								
			COLLIER TIRE & AUTO REPAIR Total				**$13,672.09**						
0001072927	FT to FT-Pending BCC Agenda#	123871	COMPUTERS AT WORK! INC	PUO	12/12/2024	CAWI33558	13,079.64	4500236192	1/9/2025	DELL MOBILE PRECISION WORKSTATION 5	PROVIDE PROJECT MANAGEMENT FUNCTIONS WATER SEWER DISTRICT	12/12/2024	A
0001072928	FT to FT-Pending BCC Agenda#	123871	COMPUTERS AT WORK! INC	EMS	12/12/2024	CAWI34353	2,293.69	4500236303	1/9/2025	DELL LATITUDE 5550 (512GB WITH TOUCH)	FOR EMS ADMIN OPERATIONS	12/12/2024	A
0001072996	FT to FT-Pending BCC Agenda#	123871	COMPUTERS AT WORK! INC	HR	12/12/2024	CAWI33982	5,986.86	4500235757	1/9/2025	DELL LATITUDE 5550 (512GB WITH TOUCH)	COMPUTER PURCHASE FOR COUNTY USE	12/12/2024	A
0001075593	FT to FT-Pending BCC Agenda#	123871	COMPUTERS AT WORK! INC	ITD	12/26/2024	CAWI34392	10,530.50	4500236355	1/23/2025	OPTIPLEX MICRO FORM FACTOR (7020) W	TO PROVIDE BREAK FIX COMPUTERS FOR COUNTY EMPLOYEES	12/26/2024	A
			COMPUTERS AT WORK! INC Count		**4**								
			COMPUTERS AT WORK! INC Total				**$31,890.69**						
0001073636	FT to FT-Pending BCC Agenda#	107611	COREY COMPRESSOR	WWL	12/16/2024	37700	1,524.26	4500235880	1/15/2025	AIR COMPRESSOR REPAIR	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/16/2024	C
			COREY COMPRESSOR Count		**1**								
			COREY COMPRESSOR Total				**$1,524.26**						
0001076094	FT to FT-Pending BCC Agenda#	E00013150	COSME GUERRERO	PUO	12/16/2024	13150	124.00		1/4/2025	PER DIEM 1/13-1/16/2025	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION	12/30/2024	A
			COSME GUERRERO Count		**1**								
			COSME GUERRERO Total				**$124.00**						
0001071457	FT to FT-Pending BCC Agenda#	120827	COSTAR REALTY INFORMATION INC	CDA	12/4/2024	121542885	422.04	4500234120	1/3/2025	DECEMBER 2024 SERVICES	PROVIDE GMD STAFF ACCESS TO REAL ESTATE ELECTRONIC DATABASE	12/6/2024	A
0001075086	FT to FT-Pending BCC Agenda#	120827	COSTAR REALTY INFORMATION INC	BED	12/4/2024	121552452	445.00	4500207565	1/22/2025	DECEMBER 2024 SERVICES	TO PROMOTE ECON DEVELOP IN COLLIER COUNTY	12/23/2024	A
			COSTAR REALTY INFORMATION INC Count		**2**								
			COSTAR REALTY INFORMATION INC Total				**$867.04**						
0001072400	FT to FT-Pending BCC Agenda#	106046	CUES INC	WW	12/10/2024	970035890	5,850.84	4500234379	1/9/2025	PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/10/2024	A
0001072884	FT to FT-Pending BCC Agenda#	106046	CUES INC	WW	12/12/2024	970036168	1,664.54	4500234379	1/11/2025	PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/12/2024	A
0001072885	FT to FT-Pending BCC Agenda#	106046	CUES INC	WW	12/12/2024	970036211	2,721.80	4500234379	1/11/2025	PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/12/2024	A
0001073203	FT to FT-Pending BCC Agenda#	106046	CUES INC	WW	12/13/2024	970036329	2,530.95	4500234379	1/12/2025	PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/13/2024	A
0001073901	FT to FT-Pending BCC Agenda#	106046	CUES INC	WW	12/17/2024	970036496	4,890.52	4500234379	1/16/2025	PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001073902	FT to FT-Pending BCC Agenda#	106046	CUES INC	WW	12/17/2024	970036425	2,231.76	4500234379	1/16/2025	PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001073903	FT to FT-Pending BCC Agenda#	106046	CUES INC	WW	12/17/2024	970036364	4,034.96	4500234379	1/16/2025	PARTS	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
			CUES INC Count		**7**								
			CUES INC Total				**$23,925.37**						
0001069231	FT to FT-Pending BCC Agenda#	128961	CUMMINS INC	Z1	11/20/2024	96-241191384	145,624.26	4500225202	12/27/2024	GENERATOR	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	11/27/2024	C
			CUMMINS INC Count		**1**								
			CUMMINS INC Total				**$145,624.26**						
0001074110	FT to FT-Pending BCC Agenda#	131497	DANA SAFETY SUPPLY INC	FLE	12/16/2024	942128	1,692.00	4500235028	1/17/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	C
0001076483	FT to FT-Pending BCC Agenda#	131497	DANA SAFETY SUPPLY INC	FLE	12/26/2024	943434-A	1,473.35	4500235028	1/30/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
			DANA SAFETY SUPPLY INC Count		**2**								
			DANA SAFETY SUPPLY INC Total				**$3,165.35**						
0001074018	FT to FT-Pending BCC Agenda#	119654	DAVIDSON ENGINEERING INC	PBD	12/16/2024	25379	5,194.39	4500217531	1/14/2025	THROUGH 11/30/2024 PBSD FACILITIES	PUBLIC SAFETY	12/17/2024	A
0001074020	FT to FT-Pending BCC Agenda#	119654	DAVIDSON ENGINEERING INC	SWC	12/16/2024	25380	11,132.29	4500233187	1/14/2025	11/1-11/30/2024 SOLID WASTE SITE	OPERATING AND MAINTAINING CRITICAL FACILITIES	12/17/2024	A
0001074402	FT to FT-Pending BCC Agenda#	119654	DAVIDSON ENGINEERING INC	EMR	12/18/2024	25421	3,079.50	4500227712	1/16/2025	THROUGH 11/30/2024 CC EM TOWER	OPERATIONS OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM	12/19/2024	A
			DAVIDSON ENGINEERING INC Count		**3**								
			DAVIDSON ENGINEERING INC Total				**$19,406.18**						
0001077746	FT to FT-Pending BCC Agenda#	130217	DC DETAILING LLC	WT	12/3/2024	473148	2,925.00	4500234875	2/5/2025	OFFICE WINDOW TINTING	OPERATING AND MAINTAINING CRITICAL FACILITIES	1/6/2025	C
0001077747	FT to FT-Pending BCC Agenda#	130217	DC DETAILING LLC	WAO	12/3/2024	473150	2,925.00	4500234879	2/5/2025	OFFICE WINDOW TINTING	OPERATING AND MAINTAINING CRITICAL FACILITIES	1/6/2025	C
			DC DETAILING LLC Count		**2**								
			DC DETAILING LLC Total				**$5,850.00**						
0001066261	FT to FT-Pending BCC Agenda#	130931	DC SMITH ADVISORY PLLC	HS	11/15/2024	GM-2024-001	2,000.00	4500230692	12/15/2024	HUD ESG RUSH POLICIES & PROCEDURES	POLICIES AND PROCEDURES ARE REQUIRED TO MAINTAIN COMPLIANCE	11/15/2024	C
			DC SMITH ADVISORY PLLC Count		**1**								
			DC SMITH ADVISORY PLLC Total				**$2,000.00**						
0001074400	FT to FT-Pending BCC Agenda#	124648	DER TOURISTIK DEUTSCHLAND GMBH	TD	11/25/2024	45666073/0010	5,000.00	4500235699	1/18/2025	B2B/B2C CAMPAIGN	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER	12/19/2024	P
			DER TOURISTIK DEUTSCHLAND GMBH Count		**1**								
			DER TOURISTIK DEUTSCHLAND GMBH Total				**$5,000.00**						
0001074173	FT to FT-Pending BCC Agenda#	117211	DISTRICT SCHOOL BOARD OF COLLIER CO	SW	12/18/2024	269	535.06	4500233418	1/15/2025	NOVEMBER 2024 FIELD TRIP TRANSPORTATION	EDUCATION OUTREACH ON RECYCLING AWARENESS CURBSIDE	12/18/2024	A
			DISTRICT SCHOOL BOARD OF COLLIER CO Count		**1**								
			DISTRICT SCHOOL BOARD OF COLLIER CO Total				**$535.06**						
0001074501	FT to FT-Pending BCC Agenda#	131580	DOGS PLAYING FOR LIFE	DAS	12/19/2024	2278	4,141.00	4500232599	1/18/2025	ANIMAL BOARDING & TRAINING	SUPPORT SERVICE DELIVERY	12/19/2024	C
			DOGS PLAYING FOR LIFE Count		**1**								
			DOGS PLAYING FOR LIFE Total				**$4,141.00**						
0001075066	FT to FT-Pending BCC Agenda#	100860	DOMESTIC CUSTOM METALS COMPANY	WT	12/15/2024	14689	620.00	4500236115	1/22/2025	WELDING REPAIRS	SUPPLIES TO MAINTAIN COUNTY FACILITIES	12/23/2024	C

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			DOMESTIC CUSTOM METALS COMPANY Count		**1**								
			DOMESTIC CUSTOM METALS COMPANY Total				**$620.00**						
0001073896	FT to FT-Pending BCC Agenda#	E00012861	DONALD LUCIANO JR	HS	12/16/2024	12861	55.00		12/22/2024	PER DIEM 12/5/2024	ATTEND FACHSA MID-YEAR MEETING	12/17/2024	A
			DONALD LUCIANO JR Count		**1**								
			DONALD LUCIANO JR Total				**$55.00**						
0001071395	FT to FT-Pending BCC Agenda#	104044	DOUGLAS N HIGGINS INC	Z1	12/5/2024	2/70272.2	60,100.00	4500231183	1/10/2025	9/14-11/30/2024 - ARV REPLACEMENT PROGRAM	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/6/2024	A
0001074126	FT to FT-Pending BCC Agenda#	104044	DOUGLAS N HIGGINS INC	Z1	10/25/2024	5225 FINAL	5,368.00	4500231533	1/15/2025	5/31-9/11/2024- SCWRF VALVE EXCAVATION	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/18/2024	A
			DOUGLAS N HIGGINS INC Count		**2**								
			DOUGLAS N HIGGINS INC Total				**$65,468.00**						
0001071665	FT to FT-Pending BCC Agenda#	128521	DRMP, INC	PSC	12/6/2024	000000181005	4,919.85	4500234087	1/3/2025	10/21-11/22/2024 PARADISE SPORTS COMPLEX VENUE LAYOUTS	PROVIDE PROF. CONST.& ENGINEERING INSPECTION SERV.	12/6/2024	C
0001073661	FT to FT-Pending BCC Agenda#	128521	DRMP, INC	TP1	12/4/2024	000000180897	9,242.00	4500232514	1/13/2025	11/11-11/22/2024 VANDERBILT DRIVE CROSSWALKS	PROVIDE PROF. CONST.& ENGINEERING INSPECTION SERV.	12/16/2024	C
			DRMP, INC Count		**2**								
			DRMP, INC Total				**$14,161.85**						
0001076424	FT to FT-Pending BCC Agenda#	E00019320	DUSTY HANSEN	TA	12/11/2024	19320	17.39		1/5/2025	MILEAGE 12/11/2024	TRAVEL REIMBURSEMENT FOR MOP MEETINGS	12/31/2024	A
			DUSTY HANSEN Count		**1**								
			DUSTY HANSEN Total				**$17.39**						
0001072711	FT to FT-Pending BCC Agenda#	127772	E-SANTOS TREE SERVICE INC	PAD	12/11/2024	8758	2,280.00	4500236195	1/8/2025	SOUTH MARCO BEACH ACCESS	PARK SAFETY AND MAINTENANCE	12/11/2024	A
			E-SANTOS TREE SERVICE INC Count		**1**								
			E-SANTOS TREE SERVICE INC Total				**$2,280.00**						
0001074039	FT to FT-Pending BCC Agenda#	119011	ECIVIS INC	BM	12/17/2024	INV126480	49,500.00	4500236390	1/14/2025	GRANTS LOCATOR SUBSCRIPTION	GRANT NETWORK SOFTWARE SUBSCRIPTION	12/17/2024	A
			ECIVIS INC Count		**1**								
			ECIVIS INC Total				**$49,500.00**						
0001072412	FT to FT-Pending BCC Agenda#	126950	EFE INC	CZM	12/5/2024	E04215	1,966.00	4500235841	1/7/2025	JD EQUIPMENT PARTS	SM EQUIP TO MAINTAIN PUBLIC BEACHES	12/10/2024	A
0001072748	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/11/2024	P0505666	68.37	4500233302	1/8/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	A
0001074515	FT to FT-Pending BCC Agenda#	126950	EFE INC	FLE	12/19/2024	P0505920	33.10	4500233302	1/16/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	A
0001075567	FT to FT-Pending BCC Agenda#	126950	EFE INC	PAD	12/26/2024	P0498800	261.44	4500234250	1/23/2025	PARTS	SUPPLIES NEEDED FOR OPERATIONS	12/26/2024	A
			EFE INC Count		**4**								
			EFE INC Total				**$2,328.91**						
0001076362	FT to FT-Pending BCC Agenda#	123507	ELECTRONIC ACCESS SPECIALIST	FM	12/31/2024	3964247	1,949.02	4500234917	1/28/2025	LOCKSMITH PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/31/2024	A
			ELECTRONIC ACCESS SPECIALIST Count		**1**								
			ELECTRONIC ACCESS SPECIALIST Total				**$1,949.02**						
0001073208	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/12/2024	540166	449.10	4500233397	1/12/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/13/2024	C
0001073634	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/15/2024	540228	430.50	4500233397	1/15/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/16/2024	C
0001073635	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/15/2024	540229	323.25	4500233397	1/15/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/16/2024	C
0001073642	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/15/2024	540210	488.25	4500233397	1/15/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/16/2024	C
0001073643	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/15/2024	540211	561.75	4500233397	1/15/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/16/2024	C
0001074153	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/18/2024	540261	492.00	4500233397	1/17/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/18/2024	C
0001075112	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/21/2024	540338	407.25	4500233397	1/22/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/23/2024	C
0001075548	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	12/23/2024	540388	3,143.25	4500233397	1/25/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	12/26/2024	C
0001076757	FT to FT-Pending BCC Agenda#	100961	EMERGENCY PET HOSPITAL OF COLLIER	DAS	1/1/2025	540651	236.25	4500233397	2/1/2025	EMERGENCY VET SERVICES	SUPPORT WELFARE OF ANIMALS IN DAS CARE	1/2/2025	C
			EMERGENCY PET HOSPITAL OF COLLIER Count		**9**								
			EMERGENCY PET HOSPITAL OF COLLIER Total				**$6,531.60**						
0001077286	FT to FT-Pending BCC Agenda#	128598	EMPLOYERS CHOICE ONLINE INC	MUS	12/31/2024	64835	26.00	4500234535	2/2/2025	BACKGROUND SCREENING	BACKGROUND CHECKS ON VOLUNTEERS	1/3/2025	C
			EMPLOYERS CHOICE ONLINE INC Count		**1**								
			EMPLOYERS CHOICE ONLINE INC Total				**$26.00**						
0001074319	FT to FT-Pending BCC Agenda#	131048	ENTERPRISE WIRELESS ALLIANCE	EMR	12/18/2024	92561	125.00	4500235604	1/18/2025	LICENSE MANAGEMENT	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM	12/19/2024	C
			ENTERPRISE WIRELESS ALLIANCE Count		**1**								
			ENTERPRISE WIRELESS ALLIANCE Total				**$125.00**						
0001072740	FT to FT-Pending BCC Agenda#	124275	ENVIRONMENTAL EXPRESS INC	PC	12/11/2024	1000808902	2,490.87	4500233603	1/8/2025	LABORATORY SUPPLIES	WATER QUALITY TESTING FOR HEALTH & SAFETY OF PUBLIC	12/11/2024	A
0001072917	FT to FT-Pending BCC Agenda#	124275	ENVIRONMENTAL EXPRESS INC	PC	12/12/2024	1000809143	438.09	4500233603	1/9/2025	LABORATORY SUPPLIES	WATER QUALITY TESTING FOR HEALTH & SAFETY OF PUBLIC	12/12/2024	A
0001073648	FT to FT-Pending BCC Agenda#	124275	ENVIRONMENTAL EXPRESS INC	WWL	12/16/2024	1000809561	137.60	4500234741	1/15/2025	LABORATORY CHEMICALS	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/16/2024	A
0001075478	FT to FT-Pending BCC Agenda#	124275	ENVIRONMENTAL EXPRESS INC	PC	12/23/2024	1000810459	1,179.12	4500233603	1/23/2025	LABORATORY SUPPLIES	WATER QUALITY TESTING FOR HEALTH & SAFETY OF PUBLIC	12/26/2024	A
			ENVIRONMENTAL EXPRESS INC Count		**4**								
			ENVIRONMENTAL EXPRESS INC Total				**$4,245.68**						
0001077002	FT to FT-Pending BCC Agenda#	127997	ENVIRONMENTAL PRODUCTS GROUP INC	FLE	1/2/2025	P23680	1,558.65	4500234135	1/30/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/2/2025	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			ENVIRONMENTAL PRODUCTS GROUP INC Count		**1**								
			ENVIRONMENTAL PRODUCTS GROUP INC Total				**$1,558.65**						
0001074375	FT to FT-Pending BCC Agenda#	126403	EQUIFAX INFORMATION SERVICES LLC	HS	9/17/2024	2062113854	14.95	4500235533	1/16/2025	CREDIT REPORTING	MAINTAIN COMPLIANCE WITH REGULATIONS	12/19/2024	A
			EQUIFAX INFORMATION SERVICES LLC Count		**1**								
			EQUIFAX INFORMATION SERVICES LLC Total				**$14.95**						
0001069261	FT to FT-Pending BCC Agenda#	103896	ESD WASTE 2 WATER INC	TG1	11/26/2024	155098	135.75	4500234349	12/25/2024	ESD 101 MICROBES	MICROBES NEEDED TO KEEP QUALITY WATER FOR WASHBAY	11/27/2024	A
			ESD WASTE 2 WATER INC Count		**1**								
			ESD WASTE 2 WATER INC Total				**$135.75**						
0001072617	FT to FT-Pending BCC Agenda#	128735	ETR, LLC	FLE	12/10/2024	24-12841	630.23	4500235921	1/10/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	C
0001073738	FT to FT-Pending BCC Agenda#	128735	ETR, LLC	FLE	12/16/2024	24-12858	28.32	4500235921	1/15/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/16/2024	C
0001074297	FT to FT-Pending BCC Agenda#	128735	ETR, LLC	FLE	12/18/2024	24-12857	161.30	4500235921	1/18/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	C
0001074298	FT to FT-Pending BCC Agenda#	128735	ETR, LLC	FLE	12/18/2024	24-12863	156.57	4500235921	1/18/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	C
0001075191	FT to FT-Pending BCC Agenda#	128735	ETR, LLC	FLE	12/23/2024	24-12872	264.87	4500235921	1/22/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001075192	FT to FT-Pending BCC Agenda#	128735	ETR, LLC	FLE	12/23/2024	24-12877	17.75	4500235921	1/22/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
			ETR, LLC Count		**6**								
			ETR, LLC Total				**$1,259.04**						
0001074216	FT to FT-Pending BCC Agenda#	124580	FAIRFLIGHT TOURISTIK GMBH	TD	12/11/2024	1030268-2	1,750.00	4500235708	1/17/2025	2024-25 GERMAN BROCHURES	PROFESSIONAL ORGANIZATION PROMOTING COLLIER COUNTY	12/18/2024	P
			FAIRFLIGHT TOURISTIK GMBH Count		**1**								
			FAIRFLIGHT TOURISTIK GMBH Total				**$1,750.00**						
0001072584	FT to FT-Pending BCC Agenda#	101022	FASTENAL	TO2	12/9/2024	FLFTM118127	604.85	4500234851	1/8/2025	GRIP GLOVES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/11/2024	A
			FASTENAL Count		**1**								
			FASTENAL Total				**$604.85**						
0001072411	FT to FT-Pending BCC Agenda#	107691	FEDEX	TG1	9/24/2024	8-629-84966	14.58	4500234429	1/9/2025	SHIPPING SERVICES	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS	12/10/2024	C
0001073881	FT to FT-Pending BCC Agenda#	107691	FEDEX	TP1	12/10/2024	8-706-54151	8.47	4500235475	1/16/2025	SHIPPING SERVICES	PROVIDE OVERNIGHT SHIPPING OF MATERIALS	12/17/2024	C
0001073882	FT to FT-Pending BCC Agenda#	107691	FEDEX	TD	12/10/2024	8-706-94821	51.94	4500235312	1/16/2025	SHIPPING SERVICES	SHIPPING COSTS TO PROMOTE TOURISM IN COLLIER COUNTY	12/17/2024	C
0001073883	FT to FT-Pending BCC Agenda#	107691	FEDEX	SS	12/10/2024	8-706-52824	16.69	4500234738	1/16/2025	SHIPPING SERVICES	SUPPORT SERVICE DELIVERY	12/17/2024	C
0001073897	FT to FT-Pending BCC Agenda#	107691	FEDEX	HO	12/17/2024	8-713-11939	6.68	4500233903	1/16/2025	SHIPPING SERVICES	COURIER/SHIPPING SERVICES	12/17/2024	C
0001073898	FT to FT-Pending BCC Agenda#	107691	FEDEX	HO	12/17/2024	8-713-11938	263.55	4500233903	1/16/2025	SHIPPING SERVICES	COURIER/SHIPPING SERVICES	12/17/2024	C
0001074109	FT to FT-Pending BCC Agenda#	107691	FEDEX	FLE	12/10/2024	8-706-94920	7.29	4500234428	1/17/2025	SHIPPING SERVICES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	C
0001074697	FT to FT-Pending BCC Agenda#	107691	FEDEX	DAS	12/10/2024	8-707-54245	14.72	4500233896	1/19/2025	SHIPPING SERVICES	SUPPORT SERVICE DELIVERY	12/20/2024	C
0001075261	FT to FT-Pending BCC Agenda#	107691	FEDEX	TD	12/17/2024	8-713-49383	13.33	4500235312	1/22/2025	SHIPPING SERVICES	SHIPPING COSTS TO PROMOTE TOURISM IN COLLIER COUNTY	12/23/2024	C
0001075615	FT to FT-Pending BCC Agenda#	107691	FEDEX	HO	12/24/2024	8-720-66213	80.05	4500233903	1/25/2025	SHIPPING SERVICES	COURIER/SHIPPING SERVICES	12/26/2024	C
0001075617	FT to FT-Pending BCC Agenda#	107691	FEDEX	HO	12/24/2024	8-720-66214	236.75	4500233903	1/25/2025	SHIPPING SERVICES	COURIER/SHIPPING SERVICES	12/26/2024	C
0001075822	FT to FT-Pending BCC Agenda#	107691	FEDEX	CA	12/26/2024	8-713-87854	8.52	4500234498	1/26/2025	SHIPPING SERVICES	PROVIDE EXPRESS DELIVERY FOR DOCUMENTS	12/27/2024	C
0001076153	FT to FT-Pending BCC Agenda#	107691	FEDEX	WTS	12/24/2024	8-720-60732	20.30	4500234503	1/29/2025	SHIPPING SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/30/2024	C
0001076154	FT to FT-Pending BCC Agenda#	107691	FEDEX	WTL	12/24/2024	8-721-80446	10.01	4500233393	1/29/2025	SHIPPING SERVICES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/30/2024	C
0001076155	FT to FT-Pending BCC Agenda#	107691	FEDEX	EMS	12/24/2024	8-721-24815	8.52	4500235676	1/29/2025	SHIPPING SERVICES	EMS FEDEX CHARGES TO VENDORS REGARDING EMS	12/30/2024	C
0001076219	FT to FT-Pending BCC Agenda#	107691	FEDEX	WW	12/24/2024	8-721-80447	151.79	4500234103	1/29/2025	SHIPPING SERVICES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/30/2024	C
0001076220	FT to FT-Pending BCC Agenda#	107691	FEDEX	TD	12/24/2024	8-721-04362	64.61	4500235312	1/29/2025	SHIPPING SERVICES	SHIPPING COSTS TO PROMOTE TOURISM IN COLLIER COUNTY	12/30/2024	C
0001076938	FT to FT-Pending BCC Agenda#	107691	FEDEX	TA	10/15/2024	8-651-91348	52.76	4500232382	2/1/2025	SHIPPING SERVICES	MAILING OF MATERIAL OVERNIGHT FOR PUBLIC NOTICES RE: MPO	1/2/2025	C
0001077594	FT to FT-Pending BCC Agenda#	107691	FEDEX	TEC	12/3/2024	8-700-94934	80.82	4500236455	2/5/2025	SHIPPING SERVICES	COST ASSOCIATED WITH ACQUIRING LAND FOR PROJECTS	1/6/2025	C
			FEDEX Count		**19**								
			FEDEX Total				**$1,111.38**						
0001061452	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	CDA	10/2/2024	FL00648465	560.00	4500234751	11/25/2024	ALCOHOL/DRUG TESTING	PROVIDE EMPLOYEE DRUG & ALCOHOL TESTING SERVICES	10/28/2024	A
0001065743	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	CDA	11/4/2024	FL00651753	140.00	4500234751	12/2/2024	ALCOHOL/DRUG TESTING	PROVIDE EMPLOYEE DRUG & ALCOHOL TESTING SERVICES	11/13/2024	A
0001065744	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	CDA	11/4/2024	FL00651736	99.00	4500234751	12/11/2024	ALCOHOL/DRUG TESTING	PROVIDE EMPLOYEE DRUG & ALCOHOL TESTING SERVICES	11/13/2024	A
0001065747	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	DAS	11/4/2024	FL00651733	35.00	4500233904	12/11/2024	ALCOHOL/DRUG TESTING	EMPLOYEE DRUG SCREENING	11/13/2024	A
0001072466	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	TO2	12/3/2024	FL00654764	35.00	4500234749	1/7/2025	ALCOHOL/DRUG TESTING	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/10/2024	A
0001072472	FT to FT-Pending BCC Agenda#	117028	FIRST HOSPITAL LABORATORIES, INC	RM	12/3/2024	FL00654996	210.00	4500234755	1/7/2025	ALCOHOL/DRUG TESTING	PROMOTE A DRUGFREE WORKPLACE AND PUBLIC SAFETY	12/10/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			FIRST HOSPITAL LABORATORIES, INC Count		**6**								
			FIRST HOSPITAL LABORATORIES, INC Total				**$1,079.00**						
0001066955	FT to FT-Pending BCC Agenda#	130597	FIRSTWATCH SOLUTIONS INC	EMS	11/18/2024	FW112111	2,135.00	4500234451	12/19/2024	50% FIRST ARRIVING INTEGRATION	REAL TIME DATA ON RESPONSE TIMES AND AWARENESS	11/19/2024	C
			FIRSTWATCH SOLUTIONS INC Count		**1**								
			FIRSTWATCH SOLUTIONS INC Total				**$2,135.00**						
0001070935	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/4/2024	7318780	1,717.20	4500233892	1/2/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/5/2024	A
0001070936	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/4/2024	7318779	298.65	4500233892	1/2/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/5/2024	A
0001072502	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WTL	12/9/2024	7426459	2,043.26	4500235363	1/7/2025	LAB SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/10/2024	A
0001072642	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/10/2024	7464171	805.80	4500235325	1/8/2025	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/11/2024	A
0001072645	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WTL	12/10/2024	7464172	21.68	4500235363	1/8/2025	LAB SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/11/2024	A
0001072883	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WTL	12/11/2024	7503191	546.48	4500235363	1/9/2025	LAB SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/12/2024	A
0001073211	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/12/2024	7540038	208.98	4500233892	1/10/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/13/2024	A
0001073212	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/12/2024	7540037	437.74	4500233892	1/10/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/13/2024	A
0001073535	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/13/2024	7586870	262.42	4500233909	1/13/2025	LAB SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/16/2024	A
0001073536	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/13/2024	7574211	210.08	4500233892	1/13/2025	KCL	HEALTH AND SAFETY FOR WATER QUALITY	12/16/2024	A
0001073537	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/13/2024	7586871	86.79	4500235103	1/13/2025	CRUCIBLE W/O COVER	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/16/2024	A
0001073538	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/13/2024	7574212	121.04	4500233892	1/13/2025	NITROGEN	HEALTH AND SAFETY FOR WATER QUALITY	12/16/2024	A
0001073539	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/13/2024	7574210	637.58	4500233892	1/13/2025	SULFURIC ACID	HEALTH AND SAFETY FOR WATER QUALITY	12/16/2024	A
0001074021	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/16/2024	7606145	1,930.82	4500233892	1/14/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	12/17/2024	A
0001074024	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WTS	12/16/2024	7606146	103.93	4500233895	1/14/2025	LAB SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/17/2024	A
0001074160	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/17/2024	7656536	395.87	4500233909	1/15/2025	LAB SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/18/2024	A
0001074338	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/18/2024	7676678	138.74	4500233892	1/16/2025	SODIUM HYDROXIDE PELLETS	HEALTH AND SAFETY FOR WATER QUALITY	12/19/2024	A
0001074339	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/18/2024	7676679	219.24	4500233907	1/16/2025	SANIPATH DISINFECTION SPRAY	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/19/2024	A
0001074340	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/18/2024	7676680	595.51	4500233907	1/16/2025	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/19/2024	A
0001074341	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/18/2024	7692278	149.56	4500233909	1/16/2025	GLASSWARE DRAIN STAND	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/19/2024	A
0001075085	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/20/2024	7752708	18.84	4500233909	1/20/2025	PIPET	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/23/2024	A
0001075527	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/24/2024	7797674	345.60	4500233909	1/23/2025	NITROGEN-NITRATE REAGENT SET	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/26/2024	A
0001075528	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WTS	12/24/2024	7789054	241.45	4500233895	1/23/2025	EDTA TITRANT	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/26/2024	A
0001075529	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/24/2024	7789052	377.91	4500233907	1/23/2025	TERGAJET CLEANER	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/26/2024	A
0001076024	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/27/2024	7819736	149.14	4500233907	1/27/2025	AUTOCLAVE THEROMETER	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/30/2024	A
0001076025	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/27/2024	7819735	155.19	4500233907	1/27/2025	WEIGHTS	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/30/2024	A
0001076336	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/30/2024	7836742	731.00	4500233892	1/28/2025	SODIUM POTASSIUM TARTRATE	HEALTH AND SAFETY FOR WATER QUALITY	12/31/2024	A
0001076337	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	12/30/2024	7836743	625.61	4500233907	1/28/2025	LAB SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/31/2024	A
0001076782	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	12/31/2024	7854920	2,292.28	4500233892	1/30/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	1/2/2025	A
0001077234	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	WWL	1/2/2025	7872565	(49.08)	4500233907	1/31/2025	CREDIT MEMO	PROVIDE LABORATORY SERVICES FOR WASTEWATER	1/3/2025	A
0001077235	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	1/2/2025	7872561	84.74	4500233892	1/31/2025	DRIERITE 6 MESH	HEALTH AND SAFETY FOR WATER QUALITY	1/3/2025	A
0001077236	FT to FT-Pending BCC Agenda#	111751	FISHER SCIENTIFIC	PC	1/2/2025	7872563	421.93	4500233892	1/31/2025	LAB SUPPLIES	HEALTH AND SAFETY FOR WATER QUALITY	1/3/2025	A
			FISHER SCIENTIFIC Count		**32**								
			FISHER SCIENTIFIC Total				**$16,325.98**						
0001073171	FT to FT-Pending BCC Agenda#	101115	FLORIDA COAST EQUIPMENT INC	FLE	12/12/2024	P1833303	10.88	4500235840	1/27/2025	GRIP LEVER	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
0001073172	FT to FT-Pending BCC Agenda#	101115	FLORIDA COAST EQUIPMENT INC	FLE	12/12/2024	P1833203	323.60	4500235840	1/27/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
			FLORIDA COAST EQUIPMENT INC Count		**2**								
			FLORIDA COAST EQUIPMENT INC Total				**$334.48**						
0001072356	FT to FT-Pending BCC Agenda#	125936	FLORIDA HEARTLAND ECONOMIC REGION O	ICR	10/2/2024	198	2,464.00	4500234373	1/9/2025	2024-2025 FHERO DUES	ECONOMIC DEVELOPMENT SUPPORT & COLLABORATION	12/10/2024	C
			FLORIDA HEARTLAND ECONOMIC REGION O Count		**1**								
			FLORIDA HEARTLAND ECONOMIC REGION O Total				**$2,464.00**						
0001076207	FT to FT-Pending BCC Agenda#	110594	FORT MYERS BROADCASTING INC	SW	12/29/2024	171703-2	1,175.00	4500235798	1/29/2025	DECEMBER 24 WINK-FM ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/30/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001076208	FT to FT-Pending BCC Agenda#	110594	FORT MYERS BROADCASTING INC	SW	12/29/2024	171702-2	1,175.00	4500235798	1/29/2025	DECEMBER 24 WAVV-FM ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/30/2024	C
			FORT MYERS BROADCASTING INC Count		**2**								
			FORT MYERS BROADCASTING INC Total				**$2,350.00**						
0001067762	FT to FT-Pending BCC Agenda#	131236	GANNETT MEDIA CORP.	EMS	10/31/2024	6770700/1071186	1,785.00	4500235172	12/21/2024	OCTOBER 2024 EMS	MARKETING FOR EMS	11/21/2024	S
			GANNETT MEDIA CORP. Count		**1**								
			GANNETT MEDIA CORP. Total				**$1,785.00**						
0001072971	FT to FT-Pending BCC Agenda#	130399	GARCIA MINING COMPANY, LLC	PAD	12/8/2024	20242487	519.88	4500235364	1/11/2025	SAND	MAINTAIN PLAYING FIELDS	12/12/2024	C
0001072972	FT to FT-Pending BCC Agenda#	130399	GARCIA MINING COMPANY, LLC	PAD	12/8/2024	20242487-A	2,951.27	4500235366	1/11/2025	SAND	MAINTAIN PLAYING FIELDS	12/12/2024	C
0001074123	FT to FT-Pending BCC Agenda#	130399	GARCIA MINING COMPANY, LLC	PAD	12/15/2024	2520	2,633.00	4500236521	1/17/2025	SAND	MAINTENANCE OF COUNTY PARKS	12/18/2024	C
			GARCIA MINING COMPANY, LLC Count		**3**								
			GARCIA MINING COMPANY, LLC Total				**$6,104.15**						
0001075277	FT to FT-Pending BCC Agenda#	130915	GARDNER DENVER INC	WWL	12/23/2024	902860683	18,960.26	4500234010	1/22/2025	BLOWER MAINTENANCE, PARTS & SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/23/2024	C
			GARDNER DENVER INC Count		**1**								
			GARDNER DENVER INC Total				**$18,960.26**						
0001073122	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/12/2024	41252052	359.71	4500233404	1/10/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	A
0001074281	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/18/2024	41254099	1,412.40	4500233404	1/16/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	A
0001074282	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/18/2024	41254100	70.38	4500233404	1/18/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	A
0001074547	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/19/2024	41254682	294.84	4500233404	1/19/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/20/2024	A
0001074548	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/19/2024	41254683	23.98	4500233404	1/19/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/20/2024	A
0001074956	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/20/2024	41255184	557.68	4500233404	1/18/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/21/2024	A
0001075432	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/23/2024	41255374	220.25	4500233404	1/23/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/24/2024	A
0001075751	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/26/2024	41255817	202.98	4500233404	1/26/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/27/2024	A
0001075752	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/26/2024	41256088	2,679.96	4500233404	1/24/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/27/2024	A
0001076316	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/30/2024	41256838	31.54	4500233404	1/30/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	A
0001076317	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/30/2024	41256839	16.40	4500233404	1/30/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	A
0001076318	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/30/2024	41257171	22.24	4500233404	1/30/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	A
0001076516	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/31/2024	INVOICE	92.99	4500233404	1/31/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/1/2025	A
0001076517	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	12/31/2024	41257627	718.13	4500233404	1/31/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/1/2025	A
0001077027	FT to FT-Pending BCC Agenda#	111747	GILLIG LLC	FLE	1/2/2025	41258063	550.25	4500233404	2/2/2025	BUS PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	A
			GILLIG LLC Count		**15**								
			GILLIG LLC Total				**$7,253.73**						
0001073149	FT to FT-Pending BCC Agenda#	128463	GLADES & GROVE SUPPLY CO , LLC	FLE	12/11/2024	P08235	98.84	4500235965	1/12/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	C
			GLADES & GROVE SUPPLY CO , LLC Count		**1**								
			GLADES & GROVE SUPPLY CO , LLC Total				**$98.84**						
0001077612	FT to FT-Pending BCC Agenda#	122041	GLICKSMAN CONSULTING LLC	RM	1/1/2025	45658N	2,350.00	4500234712	2/5/2025	ACTUARIAL STUDY SERVICES FOR P&C/WC PROGRAM	ENSURE THE INSURANCE PROGRAM IS PROPERLY FUNDED	1/6/2025	C
			GLICKSMAN CONSULTING LLC Count		**1**								
			GLICKSMAN CONSULTING LLC Total				**$2,350.00**						
0001060325	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	10/21/2024	9287455498	15,865.60	4500233408	11/18/2024	SUPPLIES	REPAIRS, MAINTAIN OR IMPROVE A COUNTY FACILITY	10/21/2024	A
0001066519	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	11/15/2024	9317358811	1,267.88	4500234707	12/13/2024	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	11/15/2024	A
0001067578	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	11/20/2024	9322926818	1,462.09	4500234724	12/18/2024	SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	11/20/2024	A
0001069063	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	11/26/2024	9328629903	136.00	4500234724	12/24/2024	SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	11/26/2024	A
0001069348	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	11/27/2024	9329385174	90.17	4500234707	12/25/2024	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	11/27/2024	A
0001069350	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	11/27/2024	9330032708	606.53	4500234707	12/25/2024	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	11/27/2024	A
0001069351	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	11/27/2024	9330032716	1,118.80	4500234722	12/25/2024	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	11/27/2024	A
0001070564	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/3/2024	9332982330	118.21	4500233852	1/1/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/4/2024	A
0001070595	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/3/2024	9332524678	473.40	4500233852	1/1/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/4/2024	A
0001071342	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/5/2024	9335369543	1,278.30	4500234554	1/3/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/6/2024	A
0001071355	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/5/2024	9335773215	2,822.40	4500233846	1/3/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/6/2024	A
0001072215	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/9/2024	9339604028	34.32	4500233852	1/7/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/10/2024	A

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0001072217	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/9/2024	9340001347	1,674.16	4500234665	1/7/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/10/2024	A
0001072222	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/9/2024	9340001321	5,011.57	4500234722	1/7/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/10/2024	A
0001072227	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/9/2024	9338510069	2,285.52	4500233840	1/7/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORANGE TREE TREATMENT	12/10/2024	A
0001072230	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/9/2024	9339383417	239.70	4500233848	1/7/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/10/2024	A
0001072523	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWP	12/10/2024	9342163814	77.94	4500233856	1/8/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR	12/11/2024	A
0001072539	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/10/2024	9341147388	963.24	4500233848	1/8/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/11/2024	A
0001072763	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/11/2024	9341999200	3,000.75	4500233276	1/9/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/12/2024	A
0001072765	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/11/2024	9342249019	2,159.14	4500234724	1/9/2025	SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	12/12/2024	A
0001072766	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/11/2024	9342248995	1,986.30	4500233846	1/9/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/12/2024	A
0001072768	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/11/2024	9342337673	1,641.44	4500233851	1/9/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/12/2024	A
0001072773	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/11/2024	9342975613	70.25	4500233276	1/9/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/12/2024	A
0001072777	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/11/2024	9342975621	706.22	4500233848	1/9/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/12/2024	A
0001072778	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/11/2024	9342975654	258.70	4500233855	1/9/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORANGE TREE TREATMENT	12/12/2024	A
0001072782	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/11/2024	9342975639	2,774.06	4500233855	1/9/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORANGE TREE TREATMENT	12/12/2024	A
0001073070	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/12/2024	9343597184	11.32	4500233852	1/9/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/12/2024	A
0001073072	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/12/2024	9343999851	743.16	4500234554	1/9/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
0001073075	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/12/2024	9343999844	258.05	4500233276	1/9/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/12/2024	A
0001073081	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/12/2024	9344341749	4,520.03	4500233276	1/9/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/12/2024	A
0001073082	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PSC	12/12/2024	9344341830	475.40	4500235538	1/9/2025	SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX	12/12/2024	A
0001073085	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/12/2024	9344341764	10.33	4500234554	1/9/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A
0001073087	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTN	12/12/2024	9344396545	1,099.57	4500234694	1/9/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/12/2024	A
0001073091	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	BED	12/12/2024	9344826756	407.54	4500221035	1/9/2025	SUPPLIES	SUPPLIES FOR CULINARY ACCELERATOR	12/12/2024	A
0001073412	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/13/2024	9344979639	851.73	4500233852	1/10/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/13/2024	A
0001073413	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/13/2024	9345432208	305.22	4500234724	1/10/2025	SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	12/13/2024	A
0001073414	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/13/2024	9345325683	1,093.92	4500233408	1/10/2025	SUPPLIES	REPAIRS, MAINTAIN OR IMPROVE A COUNTY FACILITY	12/13/2024	A
0001073418	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/13/2024	9345432240	74.34	4500233846	1/10/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/13/2024	A
0001073421	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/13/2024	9345644893	653.12	4500233218	1/10/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/13/2024	A
0001073423	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/13/2024	9345644877	296.34	4500234690	1/10/2025	SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER	12/13/2024	A
0001073428	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWP	12/13/2024	9346110928	144.84	4500233856	1/10/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR	12/13/2024	A
0001073429	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/13/2024	9346110936	54.55	4500234690	1/10/2025	SUPPLIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER	12/13/2024	A
0001073430	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WM	12/13/2024	9346110910	1,788.30	4500233215	1/10/2025	SUPPLIES	PROVIDE MRO RELATED SUPPLIES AND EQUIP TO METER OPERATIONS	12/13/2024	A
0001073435	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/13/2024	9346345722	197.26	4500234554	1/10/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	A
0001073786	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/16/2024	9346629281	60.70	4500233852	1/14/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/17/2024	A
0001073787	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/16/2024	9346629273	300.36	4500234665	1/14/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/17/2024	A
0001073789	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/16/2024	9346629265	342.04	4500234724	1/14/2025	SUPPLIES	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	12/17/2024	A
0001073795	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTN	12/16/2024	9346826341	378.28	4500234694	1/14/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/17/2024	A
0001073797	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTN	12/16/2024	9347388721	16.98	4500234694	1/14/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/17/2024	A
0001073800	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/16/2024	9347388747	815.78	4500233846	1/14/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/17/2024	A
0001073802	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	12/16/2024	9347946866	593.90	4500234701	1/14/2025	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	12/17/2024	A
0001073803	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUE	12/16/2024	9348111494	5,063.68	4500234705	1/14/2025	SUPPLIES	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES	12/17/2024	A
0001073807	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	12/16/2024	9347946858	901.33	4500234702	1/14/2025	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	12/17/2024	A
0001073808	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	EMS	12/16/2024	9346901284	37.90	4500234769	1/14/2025	SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION.	12/17/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001073809	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	EMS	12/16/2024	9346896344	3,678.00	4500234769	1/14/2025	SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION.	12/17/2024	A
0001073810	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	EMS	12/16/2024	9346896351	1,366.80	4500234769	1/14/2025	SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION.	12/17/2024	A
0001073811	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	EMS	12/16/2024	9347582398	7,356.00	4500234769	1/14/2025	SUPPLIES	JANITORIAL SUPPLY FOR EMS OPERATIONS SANITATION.	12/17/2024	A
0001074051	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTN	12/17/2024	9349051442	599.95	4500234694	1/14/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/17/2024	A
0001074052	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PSC	12/17/2024	9348367542	217.50	4500235538	1/14/2025	SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX	12/17/2024	A
0001074056	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	12/17/2024	9349127853	210.27	4500234700	1/14/2025	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	12/17/2024	A
0001074057	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/17/2024	9349127846	193.15	4500234691	1/14/2025	SUPPLIES	SUPPORTS SERVICE DELIVERY	12/17/2024	A
0001074059	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	12/17/2024	9349485277	426.08	4500234707	1/14/2025	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	12/17/2024	A
0001074262	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/18/2024	9349762063	51.01	4500233848	1/15/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/18/2024	A
0001074265	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/18/2024	9349426776	69.95	4500233848	1/15/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/18/2024	A
0001074266	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	SW	12/18/2024	9349848896	600.98	4500234707	1/15/2025	SUPPLIES	PROVIDE SUPPLIES AND EQUIPMENT TO SOLID WASTE STAFF	12/18/2024	A
0001074272	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/18/2024	9350733029	134.94	4500234554	1/15/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	A
0001074274	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/18/2024	9350032695	93.89	4500233852	1/15/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/18/2024	A
0001074276	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/18/2024	9350733037	358.88	4500233846	1/15/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/18/2024	A
0001074277	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/18/2024	9350733045	1,243.70	4500233852	1/15/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/18/2024	A
0001074278	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TO2	12/18/2024	9350733052	316.14	4500233852	1/15/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/18/2024	A
0001074525	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/19/2024	9351432332	3,564.63	4500233840	1/16/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORANGE TREE TREATMENT	12/19/2024	A
0001074529	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/19/2024	9350869971	40.96	4500234691	1/16/2025	SUPPLIES	SUPPORTS SERVICE DELIVERY	12/19/2024	A
0001074530	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/19/2024	9351478749	468.11	4500233855	1/16/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER NESA/ORANGE TREE TREATMENT	12/19/2024	A
0001074535	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/19/2024	9351478756	10.39	4500234554	1/16/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	A
0001074537	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/19/2024	9351848925	879.34	4500234554	1/16/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	A
0001074929	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/20/2024	9352167317	44.53	4500233850	1/17/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER GGWWTP	12/20/2024	A
0001074930	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/20/2024	9352600572	831.70	4500233218	1/17/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/20/2024	A
0001074932	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/20/2024	9352600564	412.89	4500233218	1/17/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/20/2024	A
0001074936	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/20/2024	9352600598	627.15	4500233847	1/17/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/20/2024	A
0001074940	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/20/2024	9352626247	9.61	4500234554	1/17/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/20/2024	A
0001074941	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/20/2024	9353079990	86.72	4500234554	1/17/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/20/2024	A
0001074942	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PUO	12/20/2024	9352626239	329.80	4500233871	1/17/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS INV MGMT	12/20/2024	A
0001074946	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/20/2024	9352600655	809.85	4500233850	1/17/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER GGWWTP	12/20/2024	A
0001074948	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	CDO	12/20/2024	9353079982	5,162.55	4500233476	1/17/2025	SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF	12/20/2024	A
0001074951	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WTS	12/20/2024	9352797931	596.64	4500234711	1/17/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/20/2024	A
0001074953	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/20/2024	9353302855	2,808.34	4500233276	1/17/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/20/2024	A
0001075402	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	CDO	12/23/2024	9353538201	198.60	4500233476	1/20/2025	SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF	12/23/2024	A
0001075404	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/23/2024	9353538219	130.27	4500234662	1/20/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/23/2024	A
0001075405	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	CDO	12/23/2024	9353606040	107.88	4500233476	1/20/2025	SUPPLIES	PROVIDE SUPPLIES FOR FACILITY, FIELD & MAINT. STAFF	12/23/2024	A
0001075410	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/23/2024	9353917447	69.78	4500233848	1/20/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/23/2024	A
0001075411	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/23/2024	9353865638	298.47	4500234662	1/20/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/23/2024	A
0001075413	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/23/2024	9353917504	355.33	4500233848	1/20/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/23/2024	A
0001075415	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/23/2024	9354590904	1,041.30	4500233848	1/20/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/23/2024	A
0001075418	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/23/2024	9353917462	1,285.06	4500233847	1/20/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/23/2024	A
0001075419	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/23/2024	9354599582	1,195.41	4500233846	1/20/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/23/2024	A
0001075421	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/23/2024	9354590888	371.24	4500233848	1/20/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/23/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001075422	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/23/2024	9354743230	1,610.29	4500233848	1/20/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/23/2024	A
0001075424	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/23/2024	9354165111	548.60	4500233847	1/20/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/23/2024	A
0001075457	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/24/2024	9354696461	497.75	4500234662	1/21/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/24/2024	A
0001075743	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FLE	12/26/2024	9355455545	11.78	4500234554	1/23/2025	SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/26/2024	A
0001075744	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/26/2024	9355837304	80.70	4500234664	1/23/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/26/2024	A
0001075746	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PBD	12/26/2024	9355407611	130.56	4500233870	1/23/2025	SUPPLIES	EMPLOYEE PRODUCTIVITY	12/26/2024	A
0001075747	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/26/2024	9355837296	3,464.96	4500234722	1/23/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/26/2024	A
0001075967	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PSC	12/27/2024	9355759318	367.18	4500235538	1/24/2025	SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX	12/27/2024	A
0001075970	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PSC	12/27/2024	9355759326	640.10	4500235538	1/24/2025	SUPPLIES	SUPPLIES & EQUIPMENT FOR SPORTS COMPLEX	12/27/2024	A
0001075972	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	DAS	12/27/2024	9356652025	3,695.89	4500233276	1/24/2025	SUPPLIES	SUPPORT SERVICE DELIVERY	12/27/2024	A
0001076302	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/30/2024	9356764697	141.84	4500233848	1/27/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/30/2024	A
0001076304	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/30/2024	9356764705	202.68	4500234722	1/27/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/30/2024	A
0001076511	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	TG1	12/31/2024	9358261726	1,097.92	4500233846	1/28/2025	SUPPLIES	MAINT. SUPPLIES FOR RD WAYS AND SIDEWALKS CO. WIDE	12/31/2024	A
0001076512	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	PAD	12/31/2024	9358670942	48.78	4500234664	1/28/2025	SUPPLIES	SUPPLIES NEEDED FOR OPERATIONS	12/31/2024	A
			GRAINGER INDUSTRIAL SUPPLY Count		**110**								
			GRAINGER INDUSTRIAL SUPPLY Total				**$120,811.48**						
0001072786	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	FM	12/11/2024	9340114351	163.75	4500233314	1/9/2025	ELECTRICAL SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/12/2024	A
0001073095	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	Z2	12/12/2024	9340121672	1,780.89	4500235612	1/10/2025	ELECTRICAL SUPPLIES	PROVIDE PROJECT MANAGEMENT FUNCTIONS WWATER SEWER	12/13/2024	A
0001073096	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	FM	12/12/2024	9340134408	298.90	4500233314	1/10/2025	ELECTRICAL SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A
0001074541	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WTN	12/19/2024	9340230741	3,266.28	4500236340	1/17/2025	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/20/2024	A
0001075749	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	Z7	12/26/2024	9340281851	2,549.00	4500236114	1/24/2025	ELECTRICAL SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/27/2024	A
0001076518	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	WT	12/31/2024	9340330779	13,600.00	4500236272	1/29/2025	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN WELLFIELD	1/1/2025	A
			GRAYBAR ELECTRIC COMPANY INC Count		**6**								
			GRAYBAR ELECTRIC COMPANY INC Total				**$21,658.82**						
0001077416	FT to FT-Pending BCC Agenda#	115369	GRILL & FILL	WWL	11/7/2024	11/07/2024	111.00	4500235231	2/2/2025	PROPANE REFILL	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	1/3/2025	C
0001077723	FT to FT-Pending BCC Agenda#	115369	GRILL & FILL	WWL	12/13/2024	12/13/2024	243.14	4500234237	2/5/2025	PROPANE	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	1/6/2025	C
			GRILL & FILL Count		**2**								
			GRILL & FILL Total				**$354.14**						
0001071465	FT to FT-Pending BCC Agenda#	127412	GRIMCO INC	TO2	10/16/2024	33304918-01	1,637.16	4500234217	1/5/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/6/2024	C
0001071467	FT to FT-Pending BCC Agenda#	127412	GRIMCO INC	TO2	10/16/2024	33292066-03	357.50	4500234217	1/5/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/6/2024	C
0001071468	FT to FT-Pending BCC Agenda#	127412	GRIMCO INC	TO2	10/14/2024	33292066-01	208.33	4500234217	1/5/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/6/2024	C
0001071469	FT to FT-Pending BCC Agenda#	127412	GRIMCO INC	TO2	10/15/2024	33292066-02	515.00	4500234217	1/5/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/6/2024	C
0001071470	FT to FT-Pending BCC Agenda#	127412	GRIMCO INC	TO2	10/17/2024	33304918-02	191.41	4500234217	1/5/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/6/2024	C
			GRIMCO INC Count		**5**								
			GRIMCO INC Total				**$2,909.40**						
0001075179	FT to FT-Pending BCC Agenda#	101341	GROUND ZERO LANDSCAPING SERVICES	WW	12/23/2024	6434	5,960.00	4500233502	1/20/2025	LANDSCAPING	OPERATE AND MAINTAIN WASTEWATER PUMP STATIONS	12/23/2024	A
			GROUND ZERO LANDSCAPING SERVICES Count		**1**								
			GROUND ZERO LANDSCAPING SERVICES Total				**$5,960.00**						
0001073385	FT to FT-Pending BCC Agenda#	131157	GULF COAST HUMANE SOCIETY INC	DAS	12/13/2024	2234888	980.00	4500233282	1/12/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/13/2024	C
0001077521	FT to FT-Pending BCC Agenda#	131157	GULF COAST HUMANE SOCIETY INC	DAS	1/3/2025	2239257	758.00	4500233282	2/5/2025	SPAY/NEUTER SERVICES	PROVIDE MEDICAL SERVICES TO DAS	1/6/2025	C
			GULF COAST HUMANE SOCIETY INC Count		**2**								
			GULF COAST HUMANE SOCIETY INC Total				**$1,738.00**						
0001074572	FT to FT-Pending BCC Agenda#	108372	H BARBER & SONS INC	FLE	12/18/2024	BL39985A	367.86	4500236400	1/17/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/20/2024	A
			H BARBER & SONS INC Count		**1**								
			H BARBER & SONS INC Total				**$367.86**						
0001071487	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WWL	12/5/2024	14281639	3,191.05	4500235790	1/3/2025	SC4500 W/O PLUG	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/6/2024	A
0001072662	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WTL	12/10/2024	14288617	66.64	4500236187	1/8/2025	NITROGEN, AMMONIA	OPERATE & MAINTAIN POTABLE WATER PLANT LAB	12/11/2024	A
0001073190	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WTL	12/12/2024	14291855	1,744.68	4500236187	1/10/2025	QUENCH-GONE AQUEOUS KIT	OPERATE & MAINTAIN POTABLE WATER PLANT LAB	12/13/2024	A
0001073597	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WWL	12/13/2024	14293254	2,922.33	4500235776	1/13/2025	SC4500 SENSORS	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER	12/16/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001073626	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WT	12/13/2024	14292835	8,457.85	4500236117	1/13/2025	LAB SUPPLIES	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	12/16/2024	A
0001073630	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WT	12/13/2024	14292836	8,457.85	4500236117	1/13/2025	LAB SUPPLIES	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	12/16/2024	A
0001073971	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WTL	12/16/2024	14295908	8,999.93	4500234497	1/14/2025	BART TESTERS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/17/2024	A
0001074396	FT to FT-Pending BCC Agenda#	107106	HACH COMPANY	WTL	12/18/2024	14299885	522.66	4500236187	1/16/2025	QUENCH-GONE AQUEOUS KIT	OPERATE & MAINTAIN POTABLE WATER PLANT LAB	12/19/2024	A
			HACH COMPANY Count		**8**								
			HACH COMPANY Total				**$34,362.99**						
0001076040	FT to FT-Pending BCC Agenda#	126890	HANSEN ELECTRICAL SUPPLY INC	WTN	12/27/2024	275155	396.42	4500235725	1/29/2025	ELECTRICAL SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/30/2024	C
			HANSEN ELECTRICAL SUPPLY INC Count		**1**								
			HANSEN ELECTRICAL SUPPLY INC Total				**$396.42**						
0001075102	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/20/2024	INV01980453	3,438.00	4500235478	1/22/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/23/2024	C
0001075103	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/20/2024	INV01980454	2,292.00	4500235478	1/22/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/23/2024	C
0001075492	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/23/2024	INV01980824	3,438.00	4500235478	1/25/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/26/2024	C
0001075493	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/23/2024	INV01980822	3,438.00	4500235478	1/25/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/26/2024	C
0001075494	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/23/2024	INV01980826	2,292.00	4500235478	1/25/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/26/2024	C
0001075495	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/23/2024	INV01980825	3,438.00	4500235478	1/25/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/26/2024	C
0001075496	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/23/2024	INV01980827	3,438.00	4500235478	1/25/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/26/2024	C
0001075497	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/23/2024	INV01980823	3,438.00	4500235478	1/25/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/26/2024	C
0001075500	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/23/2024	4215443568	34.44	4500235478	1/25/2025	UNIFORM RENTAL	UNIFORMS FOR EMPLOYEES	12/26/2024	C
0001076340	FT to FT-Pending BCC Agenda#	106047	HARRELLS CUSTOM FERTILIZER	PAD	12/30/2024	INV01981586	3,438.00	4500235478	1/30/2025	20-0-20 FERTILIZER	MAINTAIN PARKS AND FIELDS	12/31/2024	C
			HARRELLS CUSTOM FERTILIZER Count		**10**								
			HARRELLS CUSTOM FERTILIZER Total				**$28,684.44**						
0001075803	FT to FT-Pending BCC Agenda#	124643	HAWKINS INC	WTS	12/26/2024	6946649	336.00	4500234096	1/24/2025	AZONE-EPA REG. NO. 7870-1	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/27/2024	A
			HAWKINS INC Count		**1**								
			HAWKINS INC Total				**$336.00**						
0001076319	FT to FT-Pending BCC Agenda#	130913	HEARST PROPERTIES INC	SW	12/29/2024	4167984-2	2,250.00	4500235544	1/30/2025	DECEMBER 2024 WBBH ADVERTISEMENTS	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	12/31/2024	C
0001076320	FT to FT-Pending BCC Agenda#	130913	HEARST PROPERTIES INC	SW	12/29/2024	4167993-2	750.00	4500235544	1/30/2025	DECEMBER 2024 WZVN ADVERTISEMENTS	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	12/31/2024	C
			HEARST PROPERTIES INC Count		**2**								
			HEARST PROPERTIES INC Total				**$3,000.00**						
0001069239	FT to FT-Pending BCC Agenda#	128356	HERITAGE LANDSCAPE SUPPLY	CRA	11/18/2024	0018507633-001	59.15	4500235168	12/25/2024	IRRIGATION PARTS	IRRIGATION PARTS FOR BAYSHORE MSTU	11/27/2024	A
			HERITAGE LANDSCAPE SUPPLY Count		**1**								
			HERITAGE LANDSCAPE SUPPLY Total				**$59.15**						
0001074502	FT to FT-Pending BCC Agenda#	113657	HIGHLAND PRODUCTS GROUP LLC	PCP	9/27/2024	310038356	15,839.64	4500232636	1/18/2025	BIG CORKSCREW ISLAND REGIONAL PARK MAINTENANCE	SUPPORT SERVICE DELIVERY	12/19/2024	C
			HIGHLAND PRODUCTS GROUP LLC Count		**1**								
			HIGHLAND PRODUCTS GROUP LLC Total				**$15,839.64**						
0001074828	FT to FT-Pending BCC Agenda#	123882	HIGHSPANS ENGINEERING INC	PUL	12/19/2024	013.12.01.11	1,345.00	4500204212	1/17/2025	10/1-11/26/2024 NCRWTP RE-ROOFING AND BID PACKAGE	MAINTAIN AND REPLACE WASTE INFRASTRUCTURE	12/20/2024	A
			HIGHSPANS ENGINEERING INC Count		**1**								
			HIGHSPANS ENGINEERING INC Total				**$1,345.00**						
0001071909	FT to FT-Pending BCC Agenda#	105566	HOOVER PUMPING SYSTEMS CORPORATION	FM	12/9/2024	185180	142.00	4500234516	1/6/2025	CC GOVERNMENT CENTER SITE MAINTENANCE	PROVIDE MAINTENANCE TO PUMPS FOR IQ WATER	12/9/2024	A
0001074215	FT to FT-Pending BCC Agenda#	105566	HOOVER PUMPING SYSTEMS CORPORATION	PAD	12/18/2024	184964	5,065.21	4500235331	1/15/2025	SITE MAINTENANCE	MAINTAIN COUNTY PROPERTY/ASSETS	12/18/2024	A
			HOOVER PUMPING SYSTEMS CORPORATION Count		**2**								
			HOOVER PUMPING SYSTEMS CORPORATION Total				**$5,207.21**						
0001073388	FT to FT-Pending BCC Agenda#	130515	HOWARD FERTILIZER & CHEMICALS LLC	TP1	11/19/2024	500503167	1,708.80	4500234348	12/13/2024	FERTILIZER	FERTILIZER FOR LELY MSTU AREAS	12/13/2024	C
0001073389	FT to FT-Pending BCC Agenda#	130515	HOWARD FERTILIZER & CHEMICALS LLC	TP1	11/20/2024	500503181	1,080.00	4500234102	12/13/2024	FERTILIZER	FERTILIZER FOR GOLDEN GATE MSTU AREAS	12/13/2024	C
0001073390	FT to FT-Pending BCC Agenda#	130515	HOWARD FERTILIZER & CHEMICALS LLC	TP1	11/20/2024	500503182	522.00	4500234102	12/13/2024	FERTILIZER	FERTILIZER FOR GOLDEN GATE MSTU AREAS	12/13/2024	C
			HOWARD FERTILIZER & CHEMICALS LLC Count		**3**								
			HOWARD FERTILIZER & CHEMICALS LLC Total				**$3,310.80**						
0001072063	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	11/4/2024	20998	529.09	4500233229	1/23/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/9/2024	C
0001072184	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	11/6/2024	22414	1,259.60	4500233229	1/23/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/9/2024	C
0001072554	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	11/13/2024	22418	1,214.07	4500233229	1/25/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/11/2024	C
0001076417	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	22707	382.84	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076441	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23016	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076442	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/12/2024	23017	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001076443	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23011	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076444	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23019	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076445	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	22895	142.84	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076446	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	22789	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076447	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	22788	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076448	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23018	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076449	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	17839	135.58	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076450	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	22790	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076451	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	22791	98.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076452	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23008	128.89	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076453	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23009	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076454	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23010	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076455	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	22741	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076456	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23013	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076457	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	23015	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076458	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	13955	113.14	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076459	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	22798	75.06	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
0001076461	FT to FT-Pending BCC Agenda#	101491	HUMANE SOCIETY OF COLLIER COUNTY IN	DAS	12/31/2024	11812	315.18	4500233229	2/14/2025	VET SERVICES	PROVIDE MEDICAL SERVICES TO DAS	12/31/2024	C
			HUMANE SOCIETY OF COLLIER COUNTY IN Count		**24**								
			HUMANE SOCIETY OF COLLIER COUNTY IN Total				**$5,865.25**						
0001076759	FT to FT-Pending BCC Agenda#	110219	I HEART MEDIA COMMUNICATIONS	SW	12/31/2024	8822227190	3,782.34	4500234681	2/1/2025	DECEMBER 2024 ADVERTISING	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	1/2/2025	C
			I HEART MEDIA COMMUNICATIONS Count		**1**								
			I HEART MEDIA COMMUNICATIONS Total				**$3,782.34**						
0001076465	FT to FT-Pending BCC Agenda#	101522	IDEXX LABORATORIES INC	DAS	10/31/2024	476351024	115.07	4500233335	1/30/2025	VETERINARY SUPPLIES	SUPPORT SERVICE DELIVERY	12/31/2024	A
0001076466	FT to FT-Pending BCC Agenda#	101522	IDEXX LABORATORIES INC	DAS	10/31/2024	102447635	399.74	4500233335	1/30/2025	VETERINARY SUPPLIES	SUPPORT SERVICE DELIVERY	12/31/2024	A
			IDEXX LABORATORIES INC Count		**2**								
			IDEXX LABORATORIES INC Total				**$514.81**						
0001072897	FT to FT-Pending BCC Agenda#	116759	ILLINOIS TOOL WORKS	WW	12/12/2024	INV231585	785.00	4500236313	1/11/2025	SUPPLIES/PARTS/EQUIPMENT	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/12/2024	A
			ILLINOIS TOOL WORKS Count		**1**								
			ILLINOIS TOOL WORKS Total				**$785.00**						
0001076330	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WAO	12/31/2024	2791025	120.29	4500235671	1/28/2025	DECEMBER 2024 GAS MONITORING	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/31/2024	A
0001076331	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WAO	12/31/2024	2791024	280.21	4500227593	1/28/2025	DECEMBER 2024 GAS MONITORING	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/31/2024	A
0001076332	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WAO	12/31/2024	2791023	370.23	4500235671	1/28/2025	DECEMBER 2024 GAS MONITORING	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/31/2024	A
0001076333	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WWL	12/31/2024	2791022	265.17	4500235787	1/28/2025	DECEMBER 2024 GAS MONITORING	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/31/2024	A
0001076334	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WW	12/31/2024	2791021	554.93	4500235668	1/28/2025	DECEMBER 2024 GAS MONITORING	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/31/2024	A
0001076335	FT to FT-Pending BCC Agenda#	111231	INDUSTRIAL SCIENTIFIC CORPORATION	WWL	12/31/2024	2791020	622.39	4500235520	1/28/2025	DECEMBER 2024 GAS MONITORING	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/31/2024	A
			INDUSTRIAL SCIENTIFIC CORPORATION Count		**6**								
			INDUSTRIAL SCIENTIFIC CORPORATION Total				**$2,213.22**						
0001077536	FT to FT-Pending BCC Agenda#	128556	IPS GROUP INC	PAD	12/31/2024	INV105740	110.00	4500234811	2/5/2025	DECEMBER 2024 WIRELESS METERS	SUPPORT SERVICE DELIVERY	1/6/2025	C
			IPS GROUP INC Count		**1**								
			IPS GROUP INC Total				**$110.00**						
0001077939	FT to FT-Pending BCC Agenda#	108858	IRON MOUNTAIN OFF SITE DATA	ITN	12/31/2024	202949158	1,283.42	4500235672	2/4/2025	DECEMBER 2024 RECORDS STORAGE	OFFSITE STORAGE OF BACKUP TAPES TO SAFEGUARD PUBLIC DATA	1/7/2025	A
			IRON MOUNTAIN OFF SITE DATA Count		**1**								
			IRON MOUNTAIN OFF SITE DATA Total				**$1,283.42**						
0001073578	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/13/2024	783477	145.53	4500234988	1/15/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/16/2024	C
0001073579	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/13/2024	783476	53.18	4500234988	1/15/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/16/2024	C
0001073853	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/16/2024	783753	86.17	4500234988	1/16/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/17/2024	C
0001074107	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/17/2024	783947	23.64	4500234988	1/17/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	C
0001074108	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/17/2024	783948	59.62	4500234988	1/17/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001074365	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/18/2024	784158	11.50	4500234988	1/18/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	C
0001074366	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/18/2024	784160	332.30	4500234988	1/18/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	C
0001074573	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/19/2024	784369	156.58	4500234988	1/19/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/20/2024	C
0001074574	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/19/2024	784367	28.13	4500234988	1/19/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/20/2024	C
0001075072	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/20/2024	784601	183.77	4500234988	1/22/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001075073	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/20/2024	784647	8.64	4500234988	1/22/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001075074	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/20/2024	784694	88.55	4500234988	1/22/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001075075	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/20/2024	784637	53.04	4500234988	1/22/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001075076	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/20/2024	784598	69.72	4500234988	1/22/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001075364	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/23/2024	784986	19.48	4500234988	1/22/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/23/2024	C
0001075959	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/27/2024	785336	114.66	4500234988	1/26/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/27/2024	C
0001076267	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/30/2024	785663	8.39	4500234988	1/29/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/30/2024	C
0001076268	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/30/2024	785622	107.65	4500234988	1/29/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/30/2024	C
0001076269	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/30/2024	785623	59.78	4500234988	1/29/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/30/2024	C
0001076419	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/10/2024	782861	9.99	4500234988	1/30/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
0001076420	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/10/2024	782862	255.00	4500234988	1/30/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
0001076421	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/12/2024	783276	147.22	4500234988	1/30/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
0001076422	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/17/2024	783946	47.10	4500234988	1/30/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
0001076423	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/19/2024	784366	10.34	4500234988	1/30/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
0001076437	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/30/2024	785766	74.16	4500234988	1/30/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
0001076438	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/31/2024	785807	23.96	4500234988	1/30/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/31/2024	C
0001076664	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/31/2024	785908	69.58	4500234988	2/1/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/2/2025	C
0001076665	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/27/2024	785404	69.58	4500234988	2/1/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/2/2025	C
0001076667	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/31/2024	785809	41.14	4500234988	2/1/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/2/2025	C
0001076668	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/31/2024	785806	227.93	4500234988	2/1/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/2/2025	C
0001076670	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/31/2024	785808	30.63	4500234988	2/1/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/2/2025	C
0001077094	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	1/2/2025	785986	148.87	4500234988	2/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
0001077095	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	1/2/2025	785985	34.44	4500234988	2/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
0001077096	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	1/2/2025	785984	27.92	4500234988	2/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
0001077290	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/26/2024	785155	292.93	4500234988	2/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
0001077291	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/31/2024	785811	120.86	4500234988	2/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
0001077292	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	1/2/2025	786100	(120.86)	4500234988	2/2/2025	CREDIT MEMO	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
0001077293	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/26/2024	785153	58.99	4500234988	2/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
0001077297	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/26/2024	785156	297.64	4500234988	2/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
0001077298	FT to FT-Pending BCC Agenda#	131785	J & K AUTO PARTS	FLE	12/26/2024	785154	725.60	4500234988	2/2/2025	OEM & AFTERMARKET PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	C
			J & K AUTO PARTS Count		**40**								
			J & K AUTO PARTS Total				**$4,203.35**						
0001074827	FT to FT-Pending BCC Agenda#	130167	J ADAMS HOLDINGS LLC	SW	12/20/2024	INV7484	3,475.00	4500235403	1/19/2025	ADVERTISING	PROVIDE EDUCATION OUTREACH TO CC COMMERCIAL AND RESIDENTIAL	12/20/2024	C
			J ADAMS HOLDINGS LLC Count		**1**								
			J ADAMS HOLDINGS LLC Total				**$3,475.00**						
0001073899	FT to FT-Pending BCC Agenda#	E00010486	J MICHAEL SHAW	EM	12/16/2024	10486	288.00		12/22/2024	PER DIEM 12/3-12/6/2024	PUBLIC SAFETY - TRAINING	12/17/2024	A
0001074012	FT to FT-Pending BCC Agenda#	E00010486	J MICHAEL SHAW	EM	12/17/2024	10486	200.00		12/22/2024	PER DIEM 12/3-12/6/2024	TO PROVIDE TRAINING TO EMPLOYEES	12/17/2024	A
			J MICHAEL SHAW Count		**2**								
			J MICHAEL SHAW Total				**$488.00**						
0001075160	FT to FT-Pending BCC Agenda#	101617	JACK & ANN'S FEED	PAD	12/20/2024	13314	8.69	4500235289	1/22/2025	HARDWARE SUPPLIES	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS	12/23/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			JACK & ANN'S FEED Count		**1**								
			JACK & ANN'S FEED Total				**$8.69**						
0001073593	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	TP	12/16/2024	D3862400-07	35,406.00	4500231061	1/13/2025	11/1-11/30/2024 ACCESS MANAGEMENT UPDATE	CONSULTING SERVICES FOR TRANSPORTATION PLANNING	12/16/2024	A
0001076280	FT to FT-Pending BCC Agenda#	126125	JACOBS ENGINEERING GROUP INC	Z2	12/30/2024	D3828000-11	2,921.00	4500229431	1/27/2025	11/2-12/27/2024 WILSON BLD WELL & INFRASTRUCTURE IMPROVEMENTS	TO MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/30/2024	A
			JACOBS ENGINEERING GROUP INC Count		**2**								
			JACOBS ENGINEERING GROUP INC Total				**$38,327.00**						
0001074179	FT to FT-Pending BCC Agenda#	E00001546	JANET PEREIRA	LIB	12/18/2024	1546	91.30		12/23/2024	MILEAGE 10/28-11/27/2024	TO MAINTAIN LIBRARY OPERATIONS	12/18/2024	A
			JANET PEREIRA Count		**1**								
			JANET PEREIRA Total				**$91.30**						
0001075518	FT to FT-Pending BCC Agenda#	101642	JC DRAINFIELD REPAIR INC	SW	12/24/2024	92798	225.00	4500234023	1/25/2025	PUMP SEPTIC TANK- 2640 CORPORATE FLIGHT DRIVE	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/26/2024	C
			JC DRAINFIELD REPAIR INC Count		**1**								
			JC DRAINFIELD REPAIR INC Total				**$225.00**						
0001072961	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	EMS	12/16/2024	932804	395.55	4500235494	1/9/2025	LEASE/COPIES	EMS ADMIN & TRAINING COPIER LEASE FOR COUNTY BUSINESS	12/12/2024	A
0001072962	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TA	12/16/2024	932803	673.62	4500227170	1/9/2025	LEASE/COPIES	COPIER FOR DAILY OPERATIONS	12/12/2024	A
0001072963	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TA	12/16/2024	932802	169.65	4500227169	1/9/2025	LEASE/COPIES	COPIER FOR DAILY OPERATIONS	12/12/2024	A
0001072965	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	EMS	12/16/2024	932805	181.29	4500235494	1/9/2025	LEASE/COPIES	EMS ADMIN & TRAINING COPIER LEASE FOR COUNTY BUSINESS	12/12/2024	A
0001072977	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	UEX	12/16/2024	932814	225.32	4500234683	1/9/2025	LEASE/COPIES	SUPPORT SERVICES DELIVERY	12/12/2024	A
0001072980	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TD	12/16/2024	932817	355.69	4500227288	1/9/2025	LEASE/COPIES	OFFICE COPIER LEASE FOR STAFF TO FULFILL THEIR DUTIES	12/12/2024	A
0001072987	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CA	12/16/2024	932823	145.32	4500234526	1/9/2025	LEASE/COPIES	PROVIDE AND/OR MAINTAIN OFFICE EQUIPMENT FOR STAFF USE	12/12/2024	A
0001072990	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TEC	12/16/2024	932826	115.60	4500234495	1/9/2025	LEASE/COPIES	EQUIPMENT FOR DAY TO DAY OPERATIONS	12/12/2024	A
0001073012	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	12/12/2024	933002	71.73	4500234931	1/9/2025	COPIES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/12/2024	A
0001073013	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	12/12/2024	933012	129.94	4500234931	1/9/2025	LEASE	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/12/2024	A
0001075016	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SS	12/23/2024	933887	339.48	4500234977	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075018	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SS	12/23/2024	933888	323.86	4500234977	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075020	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	UB	12/23/2024	933890	155.02	4500234528	1/20/2025	LEASE/COPIES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS	12/23/2024	A
0001075021	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SS	12/23/2024	933886	310.58	4500234977	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075022	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	UB	12/23/2024	933891	39.50	4500234528	1/20/2025	LEASE/COPIES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS	12/23/2024	A
0001075023	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	UB	12/23/2024	933892	46.08	4500234528	1/20/2025	LEASE/COPIES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS	12/23/2024	A
0001075024	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	933895	90.84	4500234670	1/20/2025	LEASE/COPIES	SUPPORT SERVICE DELIVERY	12/23/2024	A
0001075025	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	UB	12/23/2024	933893	57.75	4500234528	1/20/2025	LEASE/COPIES	PROVIDE ACCURATE BILLING FOR WATER/SEWER DISTRICT CUSTOMERS	12/23/2024	A
0001075026	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	933894	150.91	4500234838	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075027	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CCR	12/23/2024	933896	130.21	4500235432	1/20/2025	LEASE/COPIES	COPY MACHINE LEASE & COPIES FOR COLLIER 311 DAILY OPERATIONS	12/23/2024	A
0001075029	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	AA1	12/23/2024	933898	202.59	4500233247	1/20/2025	LEASE/COPIES	OFFICE EQUIPMENT NECESSARY FOR DAILY OPERATION	12/23/2024	A
0001075030	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	AA1	12/23/2024	933899	193.19	4500233247	1/20/2025	LEASE/COPIES	OFFICE EQUIPMENT NECESSARY FOR DAILY OPERATION	12/23/2024	A
0001075031	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PBD	12/23/2024	933901	206.37	4500235444	1/20/2025	LEASE/COPIES	EMPLOYEE PRODUCTIVITY	12/23/2024	A
0001075032	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PBD	12/23/2024	933902	144.62	4500235444	1/20/2025	LEASE/COPIES	EMPLOYEE PRODUCTIVITY	12/23/2024	A
0001075034	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CCR	12/23/2024	933903	26.39	4500234829	1/20/2025	LEASE/COPIES	COPY MACHINE LEASE & COPIES FOR CCR	12/23/2024	A
0001075035	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	BCC	12/23/2024	933904	171.90	4500233589	1/20/2025	LEASE/COPIES	MAINTAIN BCC OPERATIONS & SERVICES; COPIER LEASE/OVERAGES	12/23/2024	A
0001075036	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	BM	12/23/2024	933906	383.10	4500235149	1/20/2025	LEASE/COPIES	PROVIDE DOCUMENTS TO STAFF MEMBERS	12/23/2024	A
0001075037	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CCR	12/23/2024	933905	221.13	4500227245	1/20/2025	LEASE/COPIES	COPY MACHINE LEASE & COPIES FOR CCR	12/23/2024	A
0001075038	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	933907	155.99	4500234494	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075039	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CZM	12/23/2024	933908	184.98	4500234524	1/20/2025	LEASE/COPIES	MAINTAIN ADMINISTRATIVE DUTIES FOR COASTAL ZONE MANAGEMENT	12/23/2024	A
0001075040	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	933909	119.34	4500234672	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075041	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	933917	205.73	4500234846	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075042	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	933918	112.86	4500234845	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075043	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	933919	99.45	4500227432	1/20/2025	LEASE/COPIES	SUPPORT SERVICE DELIVERY	12/23/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001075044	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	933920	185.97	4500234530	1/20/2025	LEASE/COPIES	OFFICE COPIER	12/23/2024	A
0001075046	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	DAS	12/23/2024	933922	213.62	4500233246	1/20/2025	LEASE/COPIES	SUPPORT SERVICE DELIVERY	12/23/2024	A
0001075047	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	DAS	12/23/2024	933923	29.65	4500233246	1/20/2025	MONTHLY BASED AMOUNT	SUPPORT SERVICE DELIVERY	12/23/2024	A
0001075048	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PUE	12/23/2024	933924	122.82	4500220949	1/20/2025	LEASE/COPIES	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES	12/23/2024	A
0001075049	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WAO	12/23/2024	933925	103.55	4500234931	1/20/2025	LEASE/COPIES	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/23/2024	A
0001075050	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PSC	12/23/2024	933983	174.97	4500234545	1/20/2025	LEASE/COPIES	COPIER LEASE & OVERAGES FOR SPORTS COMPLEX DAILY OPERATIONS	12/23/2024	A
0001075051	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	HR	12/23/2024	933984	103.95	4500234843	1/20/2025	LEASE	PURCHASE OF MONTHLY LEASE CHARGES FOR COPY MACHINE	12/23/2024	A
0001075052	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SW	12/23/2024	933993	211.81	4500235638	1/20/2025	LEASE/COPIES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS	12/23/2024	A
0001075053	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CM	12/23/2024	933994	104.07	4500233806	1/20/2025	LEASE/COPIES	MAINTAIN INTERNAL CONTROL COPY OPERATIONS & SERVICES	12/23/2024	A
0001075054	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TG1	12/23/2024	933995	220.66	4500227608	1/20/2025	LEASE/COPIES	COPIER/ COPIES FOR ADMINISTRATION DUTIES	12/23/2024	A
0001075055	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CRA	12/23/2024	934000	159.14	4500235441	1/20/2025	LEASE	PROVIDE DOCUMENT PRINTING FOR CRA DIVISION	12/23/2024	A
0001075056	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/23/2024	934004	78.90	4500234685	1/20/2025	LEASE	OFFICE COPIER	12/23/2024	A
0001075174	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SW	12/23/2024	933703	28.19	4500235528	1/20/2025	COPIES	OPERATE & MAINTAIN COLLIER COUNTY LANDFILL SCALEHOUSE	12/23/2024	A
0001075175	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WWL	12/23/2024	933686	2.62	4500235003	1/20/2025	COPIES	OPERATE/MAINTAIN IRRIGATION QUALITY REUSE WATER	12/23/2024	A
0001075778	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WW	12/27/2024	934342	3.11	4500234972	1/24/2025	COPIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/27/2024	A
0001075780	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CM	12/27/2024	934368	40.60	4500234556	1/24/2025	COPIES	MAINTAIN CMO OPERATIONS & SERVICES; COST OF COPIES	12/27/2024	A
0001075783	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934416	27.92	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075785	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934417	13.50	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075786	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934419	88.87	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075787	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934420	100.45	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075788	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934421	25.91	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075789	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934422	80.57	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075791	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934426	36.25	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075792	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934423	70.66	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075793	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934424	58.18	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075794	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	LIB	12/27/2024	934425	17.29	4500234675	1/24/2025	COPIES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/27/2024	A
0001075795	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	EM	12/27/2024	934454	25.75	4500233496	1/24/2025	MONTHLY BASED AMOUNT	DAY TO DAY OPERATIONS.	12/27/2024	A
0001075951	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SA	12/27/2024	934463	20.48	4500234145	1/24/2025	COPIES	COPIER MAINTENANCE PURCHASED PURSUANT TO FS 29.008	12/27/2024	A
0001075952	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SA	12/27/2024	934464	156.67	4500234145	1/24/2025	COPIES	COPIER MAINTENANCE PURCHASED PURSUANT TO FS 29.008	12/27/2024	A
0001076065	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	12/30/2024	934637	161.94	4500233632	1/27/2025	COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/30/2024	A
0001076066	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	12/30/2024	934636	7.58	4500233632	1/27/2025	LEASE/COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/30/2024	A
0001076067	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	12/30/2024	934635	29.10	4500233632	1/27/2025	MONTHLY BASED AMOUNT	PROVIDE COPIER LEASING SERVICES TO GMD	12/30/2024	A
0001076068	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	12/30/2024	934634	29.10	4500233632	1/27/2025	MONTHLY BASED AMOUNT	PROVIDE COPIER LEASING SERVICES TO GMD	12/30/2024	A
0001076069	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	CDO	12/30/2024	934633	0.67	4500227212	1/27/2025	COPIES	PROVIDE COPIER LEASING SERVICES TO GMD	12/30/2024	A
0001077088	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	SS	12/30/2024	934698	114.75	4500234977	1/31/2025	COPIES	OFFICE COPIER	1/3/2025	A
0001077116	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/31/2024	934859	123.08	4500234671	1/31/2025	LEASE/COPIES	OFFICE COPIER	1/3/2025	A
0001077117	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PUO	12/31/2024	934860	521.13	4500234303	1/31/2025	LEASE/COPIES	PROVIDE OFFICE EQUIP FOR STAFF TO PERFORM DAILY FUNCTIONS	1/3/2025	A
0001077118	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	FLE	12/31/2024	934861	115.15	4500235729	1/31/2025	LEASE/COPIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	A
0001077121	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	MUS	12/31/2024	934863	77.18	4500233706	1/31/2025	LEASE/COPIES	OFFICE COPIER	1/3/2025	A
0001077123	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	FLE	12/31/2024	934862	108.59	4500235729	1/31/2025	LEASE/COPIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/3/2025	A
0001077124	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TG1	12/31/2024	934867	235.27	4500234541	1/31/2025	LEASE/COPIES	COPIER/ COPIES FOR ADMINISTRATION DUTIES	1/3/2025	A
0001077126	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PAD	12/31/2024	934865	218.16	4500227093	1/31/2025	LEASE/COPIES	OFFICE COPIERS	1/3/2025	A

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0001077129	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TG1	12/31/2024	934868	141.93	4500234544	1/31/2025	LEASE/COPIES	COPIER/ COPIES FOR ADMINISTRATION DUTIES	1/3/2025	A
0001077137	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TP1	12/31/2024	934876	30.75	4500233423	1/31/2025	LEASE/COPIES	PROVIDE PRINTER/COPY CAPABILITIES FOR STAFF	1/3/2025	A
0001077138	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TP1	12/31/2024	934877	106.67	4500234729	1/31/2025	LEASE/COPIES	PROVIDE COPIES FOR PUBLIC MEETINGS AND STAFF	1/3/2025	A
0001077139	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TP1	12/31/2024	934879	3.12	4500234728	1/31/2025	COPIES	PROVIDE PRINTER/COPY CAPABILITIES FOR STAFF	1/3/2025	A
0001077140	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	TP1	12/31/2024	934878	184.40	4500233495	1/31/2025	LEASE/COPIES	PROVIDE PRINTER/COPY CAPABILITIES FOR STAFF	1/3/2025	A
0001077142	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PUO	12/31/2024	934881	125.49	4500234847	1/31/2025	LEASE/COPIES	PROVIDE INVENTORY MANAGEMENT/CONTROL FOR PUBLIC	1/3/2025	A
0001077143	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	EM	12/31/2024	934880	229.65	4500233536	1/31/2025	LEASE/COPIES	DAY TO DAY OPERATIONS	1/3/2025	A
0001077146	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	RM	12/31/2024	934884	233.67	4500234547	1/31/2025	LEASE/COPIES	OFFICE DAILY PRINTING AND COPY NEEDS	1/3/2025	A
0001077147	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	AA1	12/31/2024	934946	26.39	4500233234	1/31/2025	LEASE	OFFICE EQUIPMENT MAINTENANCE NEEDED FOR DAILY OPERATION	1/3/2025	A
0001077148	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	PUR	12/31/2024	934947	299.15	4500233543	1/31/2025	LEASE/COPIES	COLOR COPIER USED FOR OPERATIONS/PROCUREMENT	1/3/2025	A
0001077149	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	AA1	12/31/2024	934948	0.17	4500233234	1/31/2025	COPIES	OFFICE EQUIPMENT MAINTENANCE NEEDED FOR DAILY OPERATION	1/3/2025	A
0001077151	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	AA1	12/31/2024	934949	3.27	4500233234	1/31/2025	COPIES	OFFICE EQUIPMENT MAINTENANCE NEEDED FOR DAILY OPERATION	1/3/2025	A
0001077213	FT to FT-Pending BCC Agenda#	101662	JM TODD COMPANY	WWL	12/31/2024	934989	16.58	4500219665	1/31/2025	COPIES	PROVIDE OFFICE EQUIPMENT FOR STAFF TO PERFORM DAILY FUNCTIONS	1/3/2025	A
			JM TODD COMPANY Count		**89**								
			JM TODD COMPANY Total				**$12,184.65**						
0001068545	FT to FT-Pending BCC Agenda#	110221	JOHN MADER ENTERPRISES INC	WT	11/18/2024	64439	26,659.80	4500235336	12/25/2024	WELLFIELD	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	11/25/2024	C
0001072940	FT to FT-Pending BCC Agenda#	110221	JOHN MADER ENTERPRISES INC	WWL	12/6/2024	64512	7,990.52	4500228800	1/11/2025	SCWRF	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	C
0001072946	FT to FT-Pending BCC Agenda#	110221	JOHN MADER ENTERPRISES INC	WWL	12/4/2024	64504	9,122.75	4500235128	1/11/2025	SCWRF	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	C
0001074378	FT to FT-Pending BCC Agenda#	110221	JOHN MADER ENTERPRISES INC	WWL	9/13/2024	64140	17,052.54	4500232653	1/18/2025	NCWRF	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/19/2024	C
0001074694	FT to FT-Pending BCC Agenda#	110221	JOHN MADER ENTERPRISES INC	WWL	12/12/2024	64528	26,922.14	4500235900	1/19/2025	NCWRF	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	12/20/2024	C
0001076927	FT to FT-Pending BCC Agenda#	110221	JOHN MADER ENTERPRISES INC	WWL	12/30/2024	64582	3,431.96	4500232391	2/1/2025	SCWRF	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	1/2/2025	C
			JOHN MADER ENTERPRISES INC Count		**6**								
			JOHN MADER ENTERPRISES INC Total				**$91,179.71**						
0001072704	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	PUE	12/11/2024	18/20203066-034	1,481.00	4500223194	1/8/2025	11/4-12/1/2024 UTILITY TECHNICAL SUPPORT	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE	12/11/2024	P
0001073698	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z2	12/16/2024	18/20203067-034	301.50	4500224736	1/13/2025	10/1-12/8/2024 CARLTON STREET SIDE	MAINTAIN AND REPLACE WATER/SEWER INFRASTRUCTURE	12/16/2024	P
0001074000	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z2	12/17/2024	19/20203066-012	2,139.00	4500209543	1/14/2025	11/4-11/6/2024 SCRWTP FIELD TRAILER DRAINAGE	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/17/2024	P
0001074001	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	PUE	12/17/2024	8/20203067-039	1,496.50	4500226205	1/14/2025	11/4-12/1/2024 FDOT SR 951-ENGINEERING SERVICES	MAINTAIN AND REPLACE WATER & WASTEWATER INFRASTRUCTURE	12/17/2024	P
0001074040	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/17/2024	25/20203066-031	12,935.75	4500222056	1/14/2025	11/4-12/1/2024 WW ARV REPLACEMENT PROGRAM	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/17/2024	P
0001074041	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/17/2024	18/20203066-036	2,010.00	4500224867	1/14/2025	11/4-12/1/2024 WASTEWATER ARV REPLACEMENT SERVICES	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/17/2024	P
0001074042	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	OTF	12/17/2024	2/20203067-047R	2,311.50	4500233180	1/14/2025	11/4-12/1/2024 ORANGE TREE UTILITY SITE- DRAINAGE IMPROVEMENT	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/17/2024	P
0001074161	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	STO	8/29/2024	12/20203069-005	170.50	4500225551	9/26/2024	7/15-8/18/2024 FREEDOM PARK STORMWATER MAINTENANCE	MONITORING IS A REQ FOR THE FREEDOM PARK	12/18/2024	P
0001074218	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	Z1	12/18/2024	11/20203067-037	1,248.00	4500226150	1/15/2025	11/18-12/15/2024 EAGLE LAKES, SCWRF, PELICAN BAY LAGOON	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/18/2024	P
0001074629	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	SWC	12/20/2024	18/20203067-030	747.25	4500218178	1/17/2025	11/11-11/14/2024 REZONING TO EXPAND COLLIER RRBP IPUD	BUILD, MAINTAIN, AND REPLACE SOLID WASTE INFRASTRUCTURE	12/20/2024	P
0001074630	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	CRA	12/20/2024	11/20203067-042	3,717.50	4500229515	1/17/2025	11/11-12/8/2024 BAYSHORE GATEWAY TRIANGLE SUPPORT SERVICES	COMMUNITY ENHANCEMENT	12/20/2024	P
0001075061	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	STO	12/20/2024	2/20203067-0491	9,594.50	4500235647	1/20/2025	11/18-12/15/2024 AUTOMATION WATER LEVEL MONITORING 2024	NEEDED TO DETERMINE INSTALLATION NEEDS OF STO	12/23/2024	P
0001075087	FT to FT-Pending BCC Agenda#	103490	JOHNSON ENGINEERING LLC	STO	12/20/2024	16/20203069-005R	3,812.50	4500225551	1/20/2025	11/18-12/15/2024 FREEDOM PARK STORMWATER MAINTENANCE	MONITORING IS A REQ FOR THE FREEDOM PARK	12/23/2024	P
			JOHNSON ENGINEERING LLC Count		**13**								
			JOHNSON ENGINEERING LLC Total				**$41,965.50**						
0001077504	FT to FT-Pending BCC Agenda#	125553	JUICE TECHNOLOGIES INC	FM	1/6/2025	1	508.75	4500233844	2/3/2025	12/5/2024 ON CALL BUILDING AUTOMATION REPAIRS	REPAIRS TO MAINTAIN AND OPERATE COUNTY EQUIPMENT	1/6/2025	A
			JUICE TECHNOLOGIES INC Count		**1**								
			JUICE TECHNOLOGIES INC Total				**$508.75**						
0001074196	FT to FT-Pending BCC Agenda#	E00013432	JULIE BLATT	LIB	12/4/2024	13432	74.32		12/23/2024	MILEAGE 10/07-11/20/2024	TO MAINTAIN LIBRARY OPERATIONS	12/18/2024	A
			JULIE BLATT Count		**1**								
			JULIE BLATT Total				**$74.32**						
0001073369	FT to FT-Pending BCC Agenda#	129977	KEETON INDUSTRIES INC	PBD	11/26/2024	24455	45,327.08	4500236002	1/12/2025	HELENE-SOLAR AERATION	WATER MANAGEMENT	12/13/2024	C
0001073370	FT to FT-Pending BCC Agenda#	129977	KEETON INDUSTRIES INC	PBD	10/3/2024	24317	7,143.60	4500235326	1/12/2025	ECOFLOW 24V DC BRUSHLESS COMPRESSOR	WATER MANAGEMENT	12/13/2024	C
			KEETON INDUSTRIES INC Count		**2**								
			KEETON INDUSTRIES INC Total				**$52,470.68**						

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0001073545	FT to FT-Pending BCC Agenda#	106721	KELLY TRACTOR COMPANY	FLE	12/13/2024	SVI566460	725.00	4500235839	1/13/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/16/2024	A
			KELLY TRACTOR COMPANY Count		**1**								
			KELLY TRACTOR COMPANY Total				**$725.00**						
0001074399	FT to FT-Pending BCC Agenda#	101751	KIMLEY HORN & ASSOCIATES INC	STO	11/30/2024	30381640	21,801.50	4500215976	1/16/2025	THROUGH 11/30/2024 STAFF AUGMENTATION- COLLIER DRAINAGE	ADD STAFFING NEEDED TO WORK ON APPROVED PROJECTS	12/19/2024	A
			KIMLEY HORN & ASSOCIATES INC Count		**1**								
			KIMLEY HORN & ASSOCIATES INC Total				**$21,801.50**						
0001075354	FT to FT-Pending BCC Agenda#	108054	KISINGER CAMPO & ASSOCIATES CORP	ICR	12/17/2024	06	13,246.50	4500225449	1/20/2025	8/1-12/15/2024 -1ST STREET PEDESTRIAN SAFETY IMPROVEMENT	LIGHTING AND PEDESTRIAN IMPROVEMENTS FOR COMMUNITY	12/23/2024	A
			KISINGER CAMPO & ASSOCIATES CORP Count		**1**								
			KISINGER CAMPO & ASSOCIATES CORP Total				**$13,246.50**						
0001075731	FT to FT-Pending BCC Agenda#	112135	KOMPAN INC	PCP	12/26/2024	INV127997	80,233.60	4500231821	1/23/2025	NORTH COLLIER REGIONAL PARK PHASE 2	SUPPORT SERVICE DELIVERY	12/26/2024	A
			KOMPAN INC Count		**1**								
			KOMPAN INC Total				**$80,233.60**						
0001072334	FT to FT-Pending BCC Agenda#	101762	KONE INC	FM	11/30/2024	871537929	13,042.37	4500235066	1/9/2025	NOVEMBER 2024 ELEVATOR SVS	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072340	FT to FT-Pending BCC Agenda#	101762	KONE INC	FM	11/21/2024	1158830327	139.08	4500235066	1/9/2025	ELEVATOR MAINTENANCE	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072341	FT to FT-Pending BCC Agenda#	101762	KONE INC	FM	11/21/2024	1158830325	208.97	4500235066	1/9/2025	ELEVATOR MAINTENANCE	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072344	FT to FT-Pending BCC Agenda#	101762	KONE INC	FM	11/20/2024	1158829250	72.98	4500235066	1/9/2025	ELEVATOR MAINTENANCE	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072358	FT to FT-Pending BCC Agenda#	101762	KONE INC	FM	11/21/2024	1158830326	131.99	4500235066	1/9/2025	ELEVATOR MAINTENANCE	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
			KONE INC Count		**5**								
			KONE INC Total				**$13,595.39**						
0001073396	FT to FT-Pending BCC Agenda#	129351	KOVA APPRAISAL & CONSULTING SERVICE	PUO	12/13/2024	24-353	2,400.00	4500235986	12/13/2024	APPRAISAL	PROVIDE REAL ESTATE ACQUISITION AND RELATED SERVICES	12/13/2024	C
			KOVA APPRAISAL & CONSULTING SERVICE Count		**1**								
			KOVA APPRAISAL & CONSULTING SERVICE Total				**$2,400.00**						
0001073895	FT to FT-Pending BCC Agenda#	E00010144	KRISTI SONNTAG	EMS	12/16/2024	10144	55.00		12/22/2024	PER DIEM 12/5/2024	FACHSA MEETING	12/17/2024	A
			KRISTI SONNTAG Count		**1**								
			KRISTI SONNTAG Total				**$55.00**						
0001071104	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	12/5/2024	3695856	146.28	4500233696	1/4/2025	EMS SUPPLIES	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT	12/5/2024	C
0001071163	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	12/5/2024	3695900	5,706.90	4500233535	1/4/2025	EMS SUPPLIES	SUPPLIES NEEDED FOR PATIENT CARE DURING TRANSPORT TO	12/5/2024	C
0001071459	FT to FT-Pending BCC Agenda#	123964	LEESAR INC	EMS	12/5/2024	3696049	148.78	4500233696	1/5/2025	EMS SUPPLIES	EMS MEDS AND EXPENDABLE SUPPLIES FOR CREWS TO TREAT	12/6/2024	C
			LEESAR INC Count		**3**								
			LEESAR INC Total				**$6,001.96**						
0001074239	FT to FT-Pending BCC Agenda#	125805	LEO'S SOD, LLC	PAD	12/16/2024	8302	47,080.00	4500234622	1/15/2025	NCRP FLORATAM INSTALL/REMOVAL GREEN SOD	MAINTAIN PARKS AND FIELDS	12/18/2024	A
			LEO'S SOD, LLC Count		**1**								
			LEO'S SOD, LLC Total				**$47,080.00**						
0001077354	FT to FT-Pending BCC Agenda#	103706	LEXIS NEXIS	CA	12/31/2024	3095530828	994.35	4500234820	1/30/2025	DECEMBER 2024 CHARGES	PROVIDE MISCELLANEOUS PUBLICATIONS/RESEARCH	1/3/2025	C
			LEXIS NEXIS Count		**1**								
			LEXIS NEXIS Total				**$994.35**						
0001065602	FT to FT-Pending BCC Agenda#	120253	LEXIS NEXIS RISK DATA MANAGEMENT IN	EMS	8/31/2024	1290051-20240831	235.36	4500236514	12/13/2024	AUGUST 24 USERS	EMS LEXISNEXIS USED FOR SKIP TRACE FOR BILLING COLLECTIONS	11/13/2024	C
			LEXIS NEXIS RISK DATA MANAGEMENT IN Count		**1**								
			LEXIS NEXIS RISK DATA MANAGEMENT IN Total				**$235.36**						
0001075814	FT to FT-Pending BCC Agenda#	130210	LIQUIDSPRING LLC	FLE	12/23/2024	0071471-IN	256.77	4500235868	1/26/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/27/2024	C
			LIQUIDSPRING LLC Count		**1**								
			LIQUIDSPRING LLC Total				**$256.77**						
0001073850	FT to FT-Pending BCC Agenda#	126127	LOUIS P. WALES JR	WTL	12/16/2024	1365	2,700.00	4500235733	1/16/2025	LAB ASSESSMENT	OPERATE & MAINTAIN POTABLE WATER PLANT LAB	12/17/2024	C
0001073858	FT to FT-Pending BCC Agenda#	126127	LOUIS P. WALES JR	WWL	12/16/2024	1366	3,050.00	4500235795	1/16/2025	LAB ASSESSMENT	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/17/2024	C
			LOUIS P. WALES JR Count		**2**								
			LOUIS P. WALES JR Total				**$5,750.00**						
0001074388	FT to FT-Pending BCC Agenda#	E00013244	MACKENZIE MORGAN	LIB	12/18/2024	PER DIEM	39.68		12/24/2024	MILEAGE 10/30-12/11/2024	TO MAINTAIN LIBRARY OPERATIONS	12/19/2024	A
			MACKENZIE MORGAN Count		**1**								
			MACKENZIE MORGAN Total				**$39.68**						
0001072877	FT to FT-Pending BCC Agenda#	121817	MATHESON TRI GAS INC	DAS	12/11/2024	0030725639	132.42	4500234611	1/9/2025	OXYGEN	SUPPORT SERVICE DELIVERY	12/12/2024	A
0001075109	FT to FT-Pending BCC Agenda#	121817	MATHESON TRI GAS INC	DAS	12/21/2024	0030776279	125.87	4500234611	1/20/2025	HRCM 400	SUPPORT SERVICE DELIVERY	12/23/2024	A
			MATHESON TRI GAS INC Count		**2**								
			MATHESON TRI GAS INC Total				**$258.29**						
0001073373	FT to FT-Pending BCC Agenda#	E00012139	MATHEW SCHILLER	FLE	12/13/2024	121239	146.00		12/18/2024	REIMBURSEMENT-ASE REGISTRATION, H2 & T3 TES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT	12/13/2024	A
0001077262	FT to FT-Pending BCC Agenda#	E00012139	MATHEW SCHILLER	FLE	12/31/2024	12139	77.00		1/8/2025	PER DIEM 11/17-11/19/2024	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT	1/3/2025	A
			MATHEW SCHILLER Count		**2**								
			MATHEW SCHILLER Total				**$223.00**						
0001074415	FT to FT-Pending BCC Agenda#	101974	MCGEE & ASSOCIATES	TP1	12/19/2024	234204-02	1,428.05	4500234204	1/16/2025	11/20-12/17/2024 GOLDEN GATE MSTU LANDSCAPE MAINTENANCE	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE GG	12/19/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001074483	FT to FT-Pending BCC Agenda#	101974	MCGEE & ASSOCIATES	TP1	12/19/2024	234203-02	679.30	4500234203	1/16/2025	11/22-12/19/2024 LELY BEAUTIFICATION M.S.T.U	PROVIDE PROF. LANDSCAPE ARCHITECT SERVICES TO THE LELY	12/19/2024	A
0001075577	FT to FT-Pending BCC Agenda#	101974	MCGEE & ASSOCIATES	TG1	12/26/2024	216240-10	2,137.50	4500216240	1/23/2025	THROUGH 12/18/2024 DAVIS BLVD. PHASE 4B- FIRANO DR. TO COLLIER	LANDSCAPE ARCHITECTURAL SVS IN VARIOUS COUNTY AREAS	12/26/2024	A
			MCGEE & ASSOCIATES Count		**3**								
			MCGEE & ASSOCIATES Total				**$4,244.85**						
0001071925	FT to FT-Pending BCC Agenda#	108176	MCKIM & CREED	Z1	12/4/2024	227615	27,722.15	4500231184	1/6/2025	10/1-11/23/2024 BASIN 302 FLOW MONITORING PLAN PHASE 2A	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/9/2024	C
			MCKIM & CREED Count		**1**								
			MCKIM & CREED Total				**$27,722.15**						
0001074163	FT to FT-Pending BCC Agenda#	101982	MCMASTER CARR SUPPLY COMPANY	WTN	12/17/2024	38081823	288.79	4500235255	1/15/2025	OPERATING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/18/2024	A
			MCMASTER CARR SUPPLY COMPANY Count		**1**								
			MCMASTER CARR SUPPLY COMPANY Total				**$288.79**						
0001071298	FT to FT-Pending BCC Agenda#	131405	MED PACKS LLC	EMS	12/5/2024	35343	25,200.00	4500235649	1/4/2025	NARCBOX	FOR THE PURPOSE OF TEMPERATURE CONTROL OF MEDICATIONS	12/5/2024	C
			MED PACKS LLC Count		**1**								
			MED PACKS LLC Total				**$25,200.00**						
0001075580	FT to FT-Pending BCC Agenda#	108171	MEDREP TECHNOLOGIES	WWL	12/20/2024	55481	165.00	4500235446	1/23/2025	INSPECTION	PROVIDES LABORATORY SERVICES FOR DRINKING WATER CERTIF. & QC	12/26/2024	A
			MEDREP TECHNOLOGIES Count		**1**								
			MEDREP TECHNOLOGIES Total				**$165.00**						
0001074499	FT to FT-Pending BCC Agenda#	102004	METRO ICE INC	WW	12/5/2024	9954617161	107.60	4500234601	1/18/2025	BAGGED ICE	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/19/2024	C
0001074500	FT to FT-Pending BCC Agenda#	102004	METRO ICE INC	WM	12/5/2024	9954611951	131.10	4500234549	1/18/2025	BAGGED ICE	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/19/2024	C
0001074840	FT to FT-Pending BCC Agenda#	102004	METRO ICE INC	WW	12/11/2024	9954661445	90.50	4500234601	1/19/2025	BAGGED ICE	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/20/2024	C
0001075945	FT to FT-Pending BCC Agenda#	102004	METRO ICE INC	WM	12/19/2024	9954716540	85.50	4500234549	1/26/2025	BAGGED ICE	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/27/2024	C
0001077351	FT to FT-Pending BCC Agenda#	102004	METRO ICE INC	WM	12/26/2024	9954761961	191.52	4500234549	2/2/2025	BAGGED ICE	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	1/3/2025	C
			METRO ICE INC Count		**5**								
			METRO ICE INC Total				**$606.22**						
0001076071	FT to FT-Pending BCC Agenda#	E00003915	MICHAEL APICELLA	EMS	12/20/2024	3915	136.88		1/4/2025	PER DIEM 12/08-12/10/2024	PROVIDE STAFF REQUIRED PER DIEM	12/30/2024	A
			MICHAEL APICELLA Count		**1**								
			MICHAEL APICELLA Total				**$136.88**						
0001072546	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/10/2024	506460075	815.68	4500227618	1/8/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/11/2024	A
0001072547	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/10/2024	506460077	812.77	4500227618	1/8/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/11/2024	A
0001072548	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/10/2024	506460078	205.68	4500227618	1/8/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/11/2024	A
0001074061	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/17/2024	506492888	744.68	4500235302	1/15/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/18/2024	A
0001074062	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/17/2024	506492890	200.69	4500235302	1/15/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/18/2024	A
0001074063	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/17/2024	506492891	1,756.32	4500235302	1/15/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/18/2024	A
0001074064	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/17/2024	506492892	329.13	4500235302	1/15/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/18/2024	A
0001075750	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/26/2024	506531104	303.34	4500235302	1/24/2025	LIBRARY SUPPLIES	PURCHASE LIBRARY MATERIALS FOR PUBLIC USE	12/27/2024	A
0001077082	FT to FT-Pending BCC Agenda#	102033	MIDWEST TAPE EXCHANGE	LIB	12/31/2024	506553502	17,730.12	4500234432	1/31/2025	DECEMBER 2024-HOOPLA STREAMING	MAINTAIN LIBRARY OPERATIONS AND SERVICES	1/3/2025	A
			MIDWEST TAPE EXCHANGE Count		**9**								
			MIDWEST TAPE EXCHANGE Total				**$22,898.41**						
0001073667	FT to FT-Pending BCC Agenda#	130189	MILES PARTNERSHIP LLLP	TD	11/1/2024	105591	8,000.00	4500235182	1/15/2025	NOV 2024 WEBSITE SERVICES	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER	12/16/2024	C
			MILES PARTNERSHIP LLLP Count		**1**								
			MILES PARTNERSHIP LLLP Total				**$8,000.00**						
0001074420	FT to FT-Pending BCC Agenda#	119941	MINAMI DOJO INC	PAD	12/19/2024	12/11-12/18/24	26.98	4500234929	12/19/2024	12/11-12/18/2024 KARATE INSTRUCTOR-EAGLES LAKES PARK	CONTRACTUAL SERVICE FOR PROGRAMS AND OR EVENTS	12/19/2024	A
			MINAMI DOJO INC Count		**1**								
			MINAMI DOJO INC Total				**$26.98**						
0001077404	FT to FT-Pending BCC Agenda#	130625	MIND BODY PHYSIQUE LLC	RM	1/3/2025	1	450.00	4500236029	1/3/2025	12/9-12/30/2024 STRENGTH CLASS	IMPROVE HEALTH STATUS OF OUR INSURED MEMBERS	1/3/2025	A
			MIND BODY PHYSIQUE LLC Count		**1**								
			MIND BODY PHYSIQUE LLC Total				**$450.00**						
0001077054	FT to FT-Pending BCC Agenda#	102052	MITCHELL & STARK CONSTRUCTION CO IN	PCP	1/2/2025	25221	9,191.38	4500228266	1/31/2025	EMERGENCY UNDERGROUND WORK-SUN N FUN LAGOON	SUPPORT SERVICE DELIVERY	1/3/2025	A
			MITCHELL & STARK CONSTRUCTION CO IN Count		**1**								
			MITCHELL & STARK CONSTRUCTION CO IN Total				**$9,191.38**						
0001077055	FT to FT-Pending BCC Agenda#	129620	MORGAN ASHLEY PARISOTTO GOLDSMITH	RM	12/31/2024	1	480.00	4500235170	1/3/2025	12/3-12/31/2024 YOGA INSTRUCTOR	IMPROVE HEALTH STATUS OF OUR INSURED MEMBERS	1/3/2025	A
			MORGAN ASHLEY PARISOTTO GOLDSMITH Count		**1**								
			MORGAN ASHLEY PARISOTTO GOLDSMITH Total				**$480.00**						
0001075326	FT to FT-Pending BCC Agenda#	110680	MOTOROLA SOLUTIONS INC	EMR	11/26/2024	1188083800	70,954.60	4500231140	1/22/2025	RADIO SITE CAMERAS	OPERATION OF THE PUBLIC SAFETY RADIO SYSTEM	12/23/2024	C
			MOTOROLA SOLUTIONS INC Count		**1**								
			MOTOROLA SOLUTIONS INC Total				**$70,954.60**						
0001072795	FT to FT-Pending BCC Agenda#	119979	MUNCIE TRANSIT SUPPLY	FLE	12/11/2024	3759831	298.52	4500234195	1/9/2025	BUS PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/12/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			MUNCIE TRANSIT SUPPLY Count		**1**								
			MUNCIE TRANSIT SUPPLY Total				**$298.52**						
0001073649	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	DAS	12/16/2024	7592	43.87	4500233260	1/13/2025	32 GAL MEDICAL WASTE	HAZARD MEDICAL WASTE	12/16/2024	A
0001077410	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	SW	12/31/2024	8077	288.79	4500234063	1/31/2025	32 GAL MEDICAL WASTE	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	1/3/2025	A
0001077411	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	PC	12/31/2024	8074	105.00	4500234276	1/31/2025	38 GAL MEDICAL WASTE	BIO HAZARD WASTE DISPOSAL PUBLIC SAFETY	1/3/2025	A
0001077469	FT to FT-Pending BCC Agenda#	122727	MWASTE INC	PAD	12/31/2024	8242	14.95	4500235123	2/3/2025	32 GAL MEDICAL WASTE	REMOVAL OF HAZARDOUS WASTE SAFELY FROM PARK	1/6/2025	A
			MWASTE INC Count		**4**								
			MWASTE INC Total				**$452.61**						
0001071967	FT to FT-Pending BCC Agenda#	124238	MWI VETERINARY SUPPLY CO	DAS	12/9/2024	58229227	163.40	4500233277	1/8/2025	ANIMAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES	12/9/2024	C
0001075387	FT to FT-Pending BCC Agenda#	124238	MWI VETERINARY SUPPLY CO	DAS	12/23/2024	58499620	355.72	4500233277	1/22/2025	ANIMAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES	12/23/2024	C
0001075699	FT to FT-Pending BCC Agenda#	124238	MWI VETERINARY SUPPLY CO	DAS	12/26/2024	58528436	94.05	4500233277	1/25/2025	ANIMAL SUPPLIES	MAINTAIN DAS OPERATIONS AND SERVICES	12/26/2024	C
			MWI VETERINARY SUPPLY CO Count		**3**								
			MWI VETERINARY SUPPLY CO Total				**$613.17**						
0001069241	FT to FT-Pending BCC Agenda#	121627	N. HARRIS COMPUTER CORPORATION	CDO	11/26/2024	MUNMN0002315	22,446.00	4500236069	12/27/2024	BLUEBEAM 12/02/2024-12/01/2025	ANNUAL MAINTENANCE FOR BLUEBEAM LICENSING	11/27/2024	A
			N. HARRIS COMPUTER CORPORATION Count		**1**								
			N. HARRIS COMPUTER CORPORATION Total				**$22,446.00**						
0001073991	FT to FT-Pending BCC Agenda#	125663	NEXAIR, LLC	PAD	12/5/2024	0012658678	60.61	4500234937	1/16/2025	CARBON DIOXIDE	MAINTAIN PLAYING FIELDS	12/17/2024	C
0001075113	FT to FT-Pending BCC Agenda#	125663	NEXAIR, LLC	WW	12/20/2024	0012679300	67.28	4500234263	1/22/2025	TANK REFILL/RENTAL	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/23/2024	C
0001075674	FT to FT-Pending BCC Agenda#	125663	NEXAIR, LLC	PAD	12/12/2024	0012669054	95.17	4500234937	1/25/2025	CARBON DIOXIDE	MAINTAIN PLAYING FIELDS	12/26/2024	C
0001076779	FT to FT-Pending BCC Agenda#	125663	NEXAIR, LLC	WW	12/31/2024	0012725271	206.37	4500234263	2/1/2025	TANK REFILL/RENTAL	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	1/2/2025	C
0001076780	FT to FT-Pending BCC Agenda#	125663	NEXAIR, LLC	WWL	12/31/2024	0012727538	79.12	4500235554	2/1/2025	TANK REFILL/RENTAL	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	1/2/2025	C
0001076781	FT to FT-Pending BCC Agenda#	125663	NEXAIR, LLC	WTS	12/31/2024	012725274	48.71	4500235233	2/1/2025	WELDING SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	1/2/2025	C
			NEXAIR, LLC Count		**6**								
			NEXAIR, LLC Total				**$557.26**						
0001074186	FT to FT-Pending BCC Agenda#	127487	NUTRIEN AG SOLUTIONS INC	PBD	12/16/2024	56067371	15,606.00	4500236225	1/17/2025	HYDROTHOL	COMMUNITY BEAUTIFICATION	12/18/2024	C
0001074187	FT to FT-Pending BCC Agenda#	127487	NUTRIEN AG SOLUTIONS INC	PBD	12/16/2024	56067370	900.00	4500236226	1/17/2025	AQUAMASTER	COMMUNITY BEAUTIFICATION	12/18/2024	C
			NUTRIEN AG SOLUTIONS INC Count		**2**								
			NUTRIEN AG SOLUTIONS INC Total				**$16,506.00**						
0001077915	FT to FT-Pending BCC Agenda#	122877	OVERDRIVE INC	LIB	1/1/2025	H-0111241	2,000.00	4500236444	2/4/2025	SERVICE PLAN FEE	SUPPORT LIBRARY OPERATIONS AND SERVICES	1/7/2025	A
			OVERDRIVE INC Count		**1**								
			OVERDRIVE INC Total				**$2,000.00**						
0001070075	FT to FT-Pending BCC Agenda#	131283	PANORAMIC SOFTWARE INC	HS	12/2/2024	14720	1,560.00	4500236450	1/1/2025	VETPRO ANNUAL LICENSING FEE	VETERAN SERVICES CLIENT MANAGEMENT SYSTEM	12/2/2024	C
			PANORAMIC SOFTWARE INC Count		**1**								
			PANORAMIC SOFTWARE INC Total				**$1,560.00**						
0001074575	FT to FT-Pending BCC Agenda#	102315	PATS PUMP & BLOWER LLC	FLE	12/18/2024	110136	3,444.03	4500234133	1/17/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/20/2024	A
			PATS PUMP & BLOWER LLC Count		**1**								
			PATS PUMP & BLOWER LLC Total				**$3,444.03**						
0001071391	FT to FT-Pending BCC Agenda#	111217	PATTERSON VETERINARY SUPPLY INC	DAS	12/5/2024	3034238696	2,024.50	4500233477	1/5/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/6/2024	A
0001072366	FT to FT-Pending BCC Agenda#	111217	PATTERSON VETERINARY SUPPLY INC	DAS	12/9/2024	3034282683	529.99	4500233477	1/7/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/10/2024	A
0001074324	FT to FT-Pending BCC Agenda#	111217	PATTERSON VETERINARY SUPPLY INC	DAS	12/18/2024	3034474384	2,024.50	4500233477	1/16/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/19/2024	A
0001077162	FT to FT-Pending BCC Agenda#	111217	PATTERSON VETERINARY SUPPLY INC	DAS	1/2/2025	3034615278	6,544.97	4500233477	1/31/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	1/3/2025	A
			PATTERSON VETERINARY SUPPLY INC Count		**4**								
			PATTERSON VETERINARY SUPPLY INC Total				**$11,123.96**						
0001073964	FT to FT-Pending BCC Agenda#	E00012111	PERCIVAL SAAVEDRA	PUO	12/16/2024	12111	50.00		12/22/2024	REIMBURSEMENT-CLASS 1 DISTRIBUTION SYSTEM OPERATOR	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION	12/17/2024	A
			PERCIVAL SAAVEDRA Count		**1**								
			PERCIVAL SAAVEDRA Total				**$50.00**						
0001074034	FT to FT-Pending BCC Agenda#	127524	PETER M HEANEY	PAD	12/17/2024	121724	304.85	4500234483	1/16/2025	11/01 TO 12/16/2024 IRISH LINE DANCE INSTRUCTOR - VETERAN'S PARK	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS	12/17/2024	C
			PETER M HEANEY Count		**1**								
			PETER M HEANEY Total				**$304.85**						
0001074193	FT to FT-Pending BCC Agenda#	112974	PETER VORSATZ	LIB	12/1/2024	11604-13	140.00	4500234506	1/15/2025	NOVEMBER 2024 FOUNTAIN SERVICES	MAINTAIN LIBRARY OPERATIONS AND SERVICES	12/18/2024	A
0001074195	FT to FT-Pending BCC Agenda#	112974	PETER VORSATZ	TA	12/1/2024	11612-11	60.00	4500234502	1/15/2025	NOVEMBER 2024 FOUNTAIN SERVICES	MAINTAIN FOUNTAIN FOR TMS OPERATIONS AND SERVICES	12/18/2024	A
			PETER VORSATZ Count		**2**								
			PETER VORSATZ Total				**$200.00**						
0001076093	FT to FT-Pending BCC Agenda#	E00018718	PHILIP SIMS	PUO	12/16/2024	18718	124.00		1/4/2025	PER DIEM 1/13-1/16/2025	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION	12/30/2024	A
			PHILIP SIMS Count		**1**								
			PHILIP SIMS Total				**$124.00**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001075578	FT to FT-Pending BCC Agenda#	129189	PLANT PARTNERS INC	AA1	12/26/2024	221455	241.75	4500234572	1/25/2025	JANUARY 2025 PLANT LEASE	MAINTAIN AIRPORT TERMINAL BUILDING	12/26/2024	C
			PLANT PARTNERS INC Count		**1**								
			PLANT PARTNERS INC Total				**$241.75**						
0001074286	FT to FT-Pending BCC Agenda#	123903	PREMIER STAFFING SOURCE INC	TP1	12/18/2024	136318	193.05	4500234228	1/16/2025	11/3-11/9/2024 WENDY	PROVIDE TRANSCRIPTIONIST FOREST LAKES MSTU - PUBLIC MEETINGS	12/19/2024	A
0001074287	FT to FT-Pending BCC Agenda#	123903	PREMIER STAFFING SOURCE INC	TP1	12/18/2024	36319	178.20	4500234229	1/16/2025	11/17-11/23/2024 WENDY	PROVIDE TRANSCRIPTIONIST GOLDEN GATE MSTU PUBLIC MEETINGS	12/19/2024	A
0001077397	FT to FT-Pending BCC Agenda#	123903	PREMIER STAFFING SOURCE INC	TP1	1/1/2025	136621	133.65	4500234226	1/31/2025	11/10-11/16/2024 WENDY	PROVIDE TRANSCRIPTION SERVICES FOR ROCK ROAD MSTU	1/3/2025	A
0001077398	FT to FT-Pending BCC Agenda#	123903	PREMIER STAFFING SOURCE INC	TP1	1/1/2025	136622	207.90	4500234383	1/31/2025	11/3-11/9/2024 WENDY	PROVIDE TRANSCRIPTION SERVICES FOR VANDERBILT MSTU	1/3/2025	A
			PREMIER STAFFING SOURCE INC Count		**4**								
			PREMIER STAFFING SOURCE INC Total				**$712.80**						
0001074492	FT to FT-Pending BCC Agenda#	125209	PROPIO LS LLC	SS	12/19/2024	2024-24089-1F	75.00	4500235400	1/16/2025	DOCUMENT TRANSLATION	SUPPORT SERVICE DELIVERY	12/19/2024	A
			PROPIO LS LLC Count		**1**								
			PROPIO LS LLC Total				**$75.00**						
0001066621	FT to FT-Pending BCC Agenda#	127562	PWC JOINT VENTURE LLC	WT	11/12/2024	PW21-05.30	21,420.14	4500233516	12/16/2024	EMERGENCY WATERMAIN REPAIR -22 MENTOR DRIVE	EMERGENCY CONTRACTOR SERVICES FOR PUBLIC UTILITIES	11/18/2024	C
			PWC JOINT VENTURE LLC Count		**1**								
			PWC JOINT VENTURE LLC Total				**$21,420.14**						
0001074036	FT to FT-Pending BCC Agenda#	130365	PYE-BARKER PARENT LLC	TA	1/4/2025	IV00371609	129.00	4500234600	1/16/2025	FIRST AID SUPPLIES	TO MAINTAIN SAFETY FOR STAFF	12/17/2024	C
			PYE-BARKER PARENT LLC Count		**1**								
			PYE-BARKER PARENT LLC Total				**$129.00**						
0001077778	FT to FT-Pending BCC Agenda#	128540	QUADIENT LEASING USA INC	WT	12/30/2024	Q16S9333	502.47	4500236010	2/5/2025	11/1/24-1/31/25 SERVICES	OPERATE & MAINTAIN DISTRIBUTION SYSTEMS FOR WATER DISTRICT	1/6/2025	C
			QUADIENT LEASING USA INC Count		**1**								
			QUADIENT LEASING USA INC Total				**$502.47**						
0001068307	FT to FT-Pending BCC Agenda#	102478	QUALITY ENTERPRISES USA INC	WT	11/19/2024	102993	70,632.50	4500233212	12/23/2024	EMERGENCY WORK -WILSON BLVD VANDERBILT EXTENSION	EMERGENCY CONTRACTOR SERVICES FOR PUBLIC UTILITIES	11/25/2024	A
			QUALITY ENTERPRISES USA INC Count		**1**								
			QUALITY ENTERPRISES USA INC Total				**$70,632.50**						
0001073936	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12582	594.44	4500235645	1/16/2025	SEAGATE BEACH ACCESS	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073937	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12573	590.00	4500234981	1/16/2025	PORT OF THE ISLANDS	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073938	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12581	1,060.00	4500234969	1/16/2025	FREEDOM PARK	MAINTAIN COUNTY PROPERTY/ASSETS	12/17/2024	C
0001073939	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/11/2024	12570	590.00	4500234981	1/16/2025	PORT OF THE ISLANDS	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073940	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12580	804.33	4500235645	1/16/2025	COCOHATCHEE RIVER PARK	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073941	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12589	260.00	4500234967	1/16/2025	ARRON LUTZ PARK	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073942	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12571	313.50	4500234981	1/16/2025	MARGOOD PARK	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073943	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/11/2024	12568	313.50	4500234981	1/16/2025	MARGOOD PARK	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073944	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12588	165.00	4500234967	1/16/2025	OAK PARK	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073945	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12566	545.00	4500234981	1/16/2025	SOUTH MARCO BEACH	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073946	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/11/2024	12470	518.00	4500234981	1/16/2025	IOC PADDLE CRAFT PARK	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073947	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12567	518.00	4500234981	1/16/2025	IOC PADDLE CRAFT PARK	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073948	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12565	435.50	4500234981	1/16/2025	CAXAMBAS PARK	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073949	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/11/2024	12469	435.50	4500234981	1/16/2025	CAXAMBAS PARK	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073950	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12584	1,060.00	4500235645	1/16/2025	CONNORS PARK	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073951	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12585	241.50	4500235440	1/16/2025	BEST FRIENDS PARK	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073952	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12587	268.55	4500235440	1/16/2025	WILLOUGHBY ACRES	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073953	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	11/11/2024	12569	425.00	4500234981	1/16/2025	GOODLAND MARINA PARK	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073954	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12572	425.00	4500234981	1/16/2025	GOODLAND MARINA PARK	PARKS BEAUTIFICATION AND SAFETY	12/17/2024	C
0001073955	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12586	802.77	4500235440	1/16/2025	PALM RIVER	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073956	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12583	441.38	4500235645	1/16/2025	CLAM PASS	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001073957	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/16/2024	12590	543.00	4500234967	1/16/2025	RITA EATON PARK	MAINTAIN PARKS AND FIELDS	12/17/2024	C
0001074656	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/19/2024	12594	926.00	4500234967	1/19/2025	RICH KING MEMORIAL PARK	MAINTAIN PARKS AND FIELDS	12/20/2024	C
0001074657	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/18/2024	12592	998.50	4500235645	1/19/2025	NORTH COLLIER SUN & FUN	MAINTAIN PARKS AND FIELDS	12/20/2024	C
0001074658	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/19/2024	12593	1,520.00	4500235112	1/19/2025	SUGDEN REGIONAL PARK	PARKS BEAUTIFICATION AND SAFETY	12/20/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001077271	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/30/2024	12603	198.75	4500235161	2/2/2025	OIL WELL PARK	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077272	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/30/2024	12601	247.38	4500235161	2/2/2025	IMMOKALEE AIRPORT PARK	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077273	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/30/2024	12602	291.25	4500235161	2/2/2025	IMMOKALEE SPORTS COMPLEX	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077274	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/30/2024	12598	998.88	4500234965	2/2/2025	BIG CORKSCREW 25	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077283	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/30/2024	12599	231.87	4500235161	2/2/2025	IMMOKALEE SOUTH STREET	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077284	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/30/2024	12600	357.50	4500235161	2/2/2025	IMMOKALEE COMMUNITY PARK	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077427	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12632	543.00	4500234967	2/2/2025	RITA EATON PARK	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077428	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12633	260.00	4500234967	2/2/2025	ARRON LUTZ PARK	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077429	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12626	545.00	4500234981	2/2/2025	SOUTH MARCO BEACH	PARKS BEAUTIFICATION AND SAFETY	1/3/2025	C
0001077430	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12630	590.00	4500234981	2/2/2025	PORT OF THE ISLANDS	PARKS BEAUTIFICATION AND SAFETY	1/3/2025	C
0001077431	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12625	518.00	4500234981	2/2/2025	IOC PADDLE CRAFT PARK	PARKS BEAUTIFICATION AND SAFETY	1/3/2025	C
0001077432	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12628	313.50	4500234981	2/2/2025	MARGOOD PARK	PARKS BEAUTIFICATION AND SAFETY	1/3/2025	C
0001077433	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12631	486.00	4500234967	2/2/2025	PALM SPRINGS	MAINTAIN PARKS AND FIELDS	1/3/2025	C
0001077434	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12629	425.00	4500234981	2/2/2025	GOODLAND MARINA PARK	PARKS BEAUTIFICATION AND SAFETY	1/3/2025	C
0001077435	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/2/2025	12627	435.50	4500234981	2/2/2025	CAXAMBAS PARK	PARKS BEAUTIFICATION AND SAFETY	1/3/2025	C
0001077620	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	12/30/2024	12637	4,200.00	4500235137	2/5/2025	GOLDEN GATE GOLF COURSE	MAINTAIN COUNTY PROPERTY/ASSETS	1/6/2025	C
0001077621	FT to FT-Pending BCC Agenda#	128130	R&N LAWN MAINTENANCE INC.	PAD	1/4/2025	12634	1,520.00	4500235112	2/5/2025	SUGDEN REGIONAL PARK	PARKS BEAUTIFICATION AND SAFETY	1/6/2025	C
			R&N LAWN MAINTENANCE INC. Count		**42**								
			R&N LAWN MAINTENANCE INC. Total				**$26,956.10**						
0001076986	FT to FT-Pending BCC Agenda#	109499	RENDA BROADCASTING CORPORATION	SW	12/31/2024	IN-12-1241216236	265.00	4500235535	2/1/2025	WSGL-FM CHRISTMAS 2024	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	1/2/2025	C
0001076987	FT to FT-Pending BCC Agenda#	109499	RENDA BROADCASTING CORPORATION	SW	12/31/2024	IN-07-1241226738	250.00	4500235535	2/1/2025	WWGR-FM NON-HOLIDAY 2024	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	1/2/2025	C
0001076988	FT to FT-Pending BCC Agenda#	109499	RENDA BROADCASTING CORPORATION	SW	12/31/2024	IN-10-1241212282	240.00	4500235535	2/1/2025	WGUF-FM CHRISTMAS 2024	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	1/2/2025	C
0001076989	FT to FT-Pending BCC Agenda#	109499	RENDA BROADCASTING CORPORATION	SW	12/31/2024	IN-07-1241226740	1,320.00	4500235535	2/1/2025	WWGR-FM CHRISTMAS 2024	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	1/2/2025	C
0001076990	FT to FT-Pending BCC Agenda#	109499	RENDA BROADCASTING CORPORATION	SW	12/31/2024	IN-15-1241221478	810.00	4500235535	2/1/2025	WJGO-FM CHRISTMAS 2024	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	1/2/2025	C
0001076991	FT to FT-Pending BCC Agenda#	109499	RENDA BROADCASTING CORPORATION	SW	12/31/2024	IN-15-1241221475	240.00	4500235535	2/1/2025	WJGO-FM NON-HOLIDAY 2024	CUSTOMER OUTREACH AND EDUCATION ON RECYCLING AND	1/2/2025	C
			RENDA BROADCASTING CORPORATION Count		**6**								
			RENDA BROADCASTING CORPORATION Total				**$3,125.00**						
0001077032	FT to FT-Pending BCC Agenda#	128271	RENKER, EICH, PARKS ARCHITECTS, INC	MUS	12/9/2024	03/50516.1	1,850.00	4500229183	1/31/2025	9/24-12/9/2024 PIONEER MUSEUM-RESTORATION DESIGN & CA	IMMOKALEE PIONEER MUSEUM RESTORATION	1/3/2025	C
			RENKER, EICH, PARKS ARCHITECTS, INC Count		**1**								
			RENKER, EICH, PARKS ARCHITECTS, INC Total				**$1,850.00**						
0001075713	FT to FT-Pending BCC Agenda#	131216	RESPONSIVE ANSWERING SERVICE LLC	PBD	12/26/2024	23624-26122024	83.00	4500234948	1/23/2025	11/28-12/25/2024 USAGE	PUBLIC COMMUNICATIONS	12/26/2024	A
			REPONSIVE ANSWERING SERVICE LLC Count		**1**								
			REPONSIVE ANSWERING SERVICE LLC Total				**$83.00**						
0001072846	FT to FT-Pending BCC Agenda#	131605	REPUBLIC SERVICES, INC.	SW	12/11/2024	1144115	1,335.52	4500233415	1/11/2025	HAZ MAT DISPOSAL	PROPER DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND	12/12/2024	C
			REPUBLIC SERVICES, INC. Count		**1**								
			REPUBLIC SERVICES, INC. Total				**$1,335.52**						
0001074164	FT to FT-Pending BCC Agenda#	117462	REXEL USA INC	WWL	12/17/2024	S140900763.003	10,482.50	4500233755	1/15/2025	PARTS	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/18/2024	A
0001077237	FT to FT-Pending BCC Agenda#	117462	REXEL USA INC	WWL	1/2/2025	S141268860.001	8,418.81	4500236392	1/31/2025	PARTS	OPERATE AND MAINTAIN WASTEWATER TREATMENT PLANT	1/3/2025	A
			REXEL USA INC Count		**2**								
			REXEL USA INC Total				**$18,901.31**						
0001073633	FT to FT-Pending BCC Agenda#	E00006142	RICHARD ESQUERETE	EMS	12/13/2024	6142	122.00		12/21/2024	PER DIEM 12/08-12/10/2024	PROVIDE STAFF REQUIRED PER DIEM	12/16/2024	A
			RICHARD ESQUERETE Count		**1**								
			RICHARD ESQUERETE Total				**$122.00**						
0001076350	FT to FT-Pending BCC Agenda#	123970	RKL APPRAISAL & CONSULTING PLC	PUO	12/30/2024	2024-244	2,500.00	4500235987	1/30/2025	APPRAISAL 4025 RADIO RD	PROVIDE REAL ESTATE ACQUISITION AND RELATED SERVICES	12/31/2024	A
			RKL APPRAISAL & CONSULTING PLC Count		**1**								
			RKL APPRAISAL & CONSULTING PLC Total				**$2,500.00**						
0001077641	FT to FT-Pending BCC Agenda#	117356	ROBERT FLINN RECORDS CENTER	VAR	12/31/2024	0041721	3,696.71		2/3/2025	JANUARY 2025 STORAGE		1/6/2025	A
			ROBERT FLINN RECORDS CENTER Count		**1**								
			ROBERT FLINN RECORDS CENTER Total				**$3,696.71**						
0001074121	FT to FT-Pending BCC Agenda#	120743	RS AMERICAS INC	WTS	12/3/2024	9020162622	328.60	4500235834	1/17/2025	SPECIALTY SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/18/2024	C
			RS AMERICAS INC Count		**1**								
			RS AMERICAS INC Total				**$328.60**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001073671	FT to FT-Pending BCC Agenda#	103794	RUSH MESSENGER SERVICE WEST INC	SW	12/16/2024	00106806	838.00	4500233637	1/13/2025	12/02-12/13/2024 COURIER	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY	12/16/2024	A
0001076768	FT to FT-Pending BCC Agenda#	103794	RUSH MESSENGER SERVICE WEST INC	UB	1/1/2025	00106851	220.00	4500233619	1/30/2025	12/16-12/31/2024 COURIER	PROVIDE RECEIVABLE & REVENUE SERVICES FOR PUBLIC UTILITIES	1/2/2025	A
0001076769	FT to FT-Pending BCC Agenda#	103794	RUSH MESSENGER SERVICE WEST INC	SW	1/1/2025	00106850	792.00	4500233637	1/30/2025	12/16-12/31/2024 COURIER	PROVIDE COURIER SERVICES TO SUPPORT SOLID WASTE DAILY	1/2/2025	A
			RUSH MESSENGER SERVICE WEST INC Count		**3**								
			RUSH MESSENGER SERVICE WEST INC Total				**$1,850.00**						
0001069452	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	EMS	11/27/2024	012595	1,361.20	4500235613	12/29/2024	SAFETY PRODUCTS	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS.	12/1/2024	A
0001071526	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	EMS	12/5/2024	014028	272.24	4500235613	1/3/2025	SAFETY PRODUCTS	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS.	12/6/2024	A
0001071860	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	TO2	12/6/2024	014694	54.00	4500234926	1/6/2025	SAFETY PRODUCTS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/9/2024	A
0001074073	FT to FT-Pending BCC Agenda#	102627	SAFETY PRODUCTS INC	EMS	12/16/2024	016637	736.80	4500235613	1/15/2025	UNIFORMS	TO PROVIDE EMS EMPLOYEES WITH UNIFORMS.	12/18/2024	A
			SAFETY PRODUCTS INC Count		**4**								
			SAFETY PRODUCTS INC Total				**$2,424.24**						
0001076468	FT to FT-Pending BCC Agenda#	E00015438	SAMANTHA BIEGEL	LIB	12/30/2024	15438	32.31		1/5/2025	MILEAGE 10/4-11/26/2024	TO MAINTAIN LIBRARY OPERATIONS	12/31/2024	A
0001076470	FT to FT-Pending BCC Agenda#	E00015438	SAMANTHA BIEGEL	LIB	12/30/2024	15438	7.19		1/5/2025	MILEAGE 12/12/2024	TO MAINTAIN LIBRARY OPERATIONS	12/31/2024	A
			SAMANTHA BIEGEL Count		**2**								
			SAMANTHA BIEGEL Total				**$39.50**						
0001071886	FT to FT-Pending BCC Agenda#	E00018098	SANDRA RIOS	TD	12/6/2024	18098	44.35		12/14/2024	MILEAGE 10/29-11/19/2024	TRAVEL REIMBURSEMENT	12/9/2024	A
			SANDRA RIOS Count		**1**								
			SANDRA RIOS Total				**$44.35**						
0001062747	FT to FT-Pending BCC Agenda#	131646	SCREEN GRAPHICS OF FLORIDA INC	SW	10/31/2024	2603	8,301.62	4500236509	12/1/2024	SIGNS	OPERATING AND MAINTAINING CRITICAL FACILITIES	11/1/2024	C
			SCREEN GRAPHICS OF FLORIDA INC Count		**1**								
			SCREEN GRAPHICS OF FLORIDA INC Total				**$8,301.62**						
0001074258	FT to FT-Pending BCC Agenda#	121936	SEAL ANALYTICAL INC	WWL	12/18/2024	66458	9,225.00	4500233808	1/17/2025	PARTS	LABORATORY SERVICES AND SUPPLIES FOR WASTEWATER	12/18/2024	C
0001077215	FT to FT-Pending BCC Agenda#	121936	SEAL ANALYTICAL INC	WWL	12/30/2024	66629	174.20	4500233808	2/2/2025	PARTS	LABORATORY SERVICES AND SUPPLIES FOR WASTEWATER	1/3/2025	C
			SEAL ANALYTICAL INC Count		**2**								
			SEAL ANALYTICAL INC Total				**$9,399.20**						
0001074074	FT to FT-Pending BCC Agenda#	122152	SENTINEL EDGE INCORPORATED	PUE	12/17/2024	210342	3,000.00	4500236371	1/17/2025	CYBER AUDIT	PROVIDE DEDICATED APPLICATION SUPPORT FOR PUBLIC UTILITIES	12/18/2024	C
			SENTINEL EDGE INCORPORATED Count		**1**								
			SENTINEL EDGE INCORPORATED Total				**$3,000.00**						
0001075110	FT to FT-Pending BCC Agenda#	127455	SERVICEWEAR APPAREL INC	WM	12/20/2024	0056335726	151.02	4500234628	1/22/2025	UNIFORMS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/23/2024	C
0001075714	FT to FT-Pending BCC Agenda#	127455	SERVICEWEAR APPAREL INC	WM	12/20/2024	0056335727	237.02	4500234628	1/25/2025	UNIFORMS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/26/2024	C
			SERVICEWEAR APPAREL INC Count		**2**								
			SERVICEWEAR APPAREL INC Total				**$388.04**						
0001072667	FT to FT-Pending BCC Agenda#	105646	SHENANDOAH GENERAL CONSTRUCTION	TG1	10/16/2024	102523	34,814.61	4500228331	1/8/2025	STORM DRAIN MAINT	LOOK INSIDE PIPES TO SEE PAVEMENT SETTLEMENT PUBLIC	12/11/2024	A
			SHENANDOAH GENERAL CONSTRUCTION Count		**1**								
			SHENANDOAH GENERAL CONSTRUCTION Total				**$34,814.61**						
0001074023	FT to FT-Pending BCC Agenda#	114368	SHI INTERNATIONAL CORP	ITN	12/16/2024	B19159196	163,507.50	4500236316	1/14/2025	SOFTWARE IMPLEMENTATION	NEW CORE NETWORKING EQUIPMENT	12/17/2024	A
			SHI INTERNATIONAL CORP Count		**1**								
			SHI INTERNATIONAL CORP Total				**$163,507.50**						
0001070938	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	TG1	12/4/2024	148622242-001	(57.73)	4500235106	1/4/2025	CREDIT MEMO	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS	12/5/2024	C
0001070939	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	TG1	12/4/2024	147885480-004	153.96	4500235106	12/5/2024	IRRIGATION PARTS	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS	12/5/2024	C
0001071521	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	PBD	12/5/2024	148637655-001	(355.85)	4500235076	1/5/2025	CREDIT MEMO	COMMUNITY BEAUTIFICATION	12/6/2024	C
0001072394	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	TG1	12/9/2024	148663036-001	4,060.80	4500235106	1/9/2025	IRRIGATION PARTS	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS	12/10/2024	C
0001073124	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	TP1	12/12/2024	147899294-001	386.03	4500234776	1/12/2025	IRRIGATION PARTS	PURCHASE IRRIGATION PARTS FOR IRRIGATION SYSTEM AT LELY MSTU	12/13/2024	C
0001073905	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	TG1	12/16/2024	148871359-001	(15.00)	4500235106	1/16/2025	CREDIT MEMO	IRRIGATION SUPPLIES TO KEEP WATERING MEDIANS & ROADWAYS	12/17/2024	C
0001073906	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	TP1	12/16/2024	148857363-001	124.81	4500234777	1/16/2025	IRRIGATION PARTS	PURCHASE IRRIGATION PARTS FOR IRRIGATION SYSTEM AT GG MSTU	12/17/2024	C
0001073907	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	PBD	12/16/2024	148872303-001	73.68	4500235076	1/16/2025	IRRIGATION SUPPLIES	COMMUNITY BEAUTIFICATION	12/17/2024	C
0001074067	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	PAD	12/17/2024	148892004-001	28.58	4500235013	1/17/2025	IRRIGATION SUPPLIES	SUPPLIES NEEDED FOR GROUNDS MAINTENANCE	12/18/2024	C
0001074336	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	PBD	12/18/2024	148936624-001	75.47	4500235076	1/18/2025	IRRIGATION PARTS	COMMUNITY BEAUTIFICATION	12/19/2024	C
0001074552	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	TP1	12/19/2024	148957930-001	55.18	4500233443	1/19/2025	IRRIGATION PARTS	IRRIGATION MAINTENANCE FOR VANDERBILT BEACH MSTU	12/20/2024	C
0001075488	FT to FT-Pending BCC Agenda#	101825	SITEONE LANDSCAPE SUPPLY HOLDING LL	TP1	12/23/2024	149007637-001	156.74	4500234777	1/25/2025	IRRIGATION PARTS	PURCHASE IRRIGATION PARTS FOR IRRIGATION SYSTEM AT GG MSTU	12/26/2024	C
			SITEONE LANDSCAPE SUPPLY HOLDING LL Count		**12**								
			SITEONE LANDSCAPE SUPPLY HOLDING LL Total				**$4,686.67**						
0001073699	FT to FT-Pending BCC Agenda#	131191	SLOMBA SOLUTIONS LLC	DAS	12/14/2024	CC241214	5,300.00	4500234862	1/15/2025	VETERINARY SERVICES	MAINTAIN DAS SERVICES AND OPERATIONS	12/16/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001076098	FT to FT-Pending BCC Agenda#	131191	SLOMBA SOLUTIONS LLC	DAS	12/28/2024	CC241230	5,300.00	4500234862	1/29/2025	VETERINARY SERVICES	MAINTAIN DAS SERVICES AND OPERATIONS	12/30/2024	C
			SLOMBA SOLUTIONS LLC Count		**2**								
			SLOMBA SOLUTIONS LLC Total				**$10,600.00**						
0001073847	FT to FT-Pending BCC Agenda#	129479	SOFTWARE INFORMATION RESOURCE CORP	HS	12/16/2024	I22-71100-43	1,612.50	4500212118	1/16/2025	SOFTWARE IMPLEMENTATION	SUPPORT CHS OPERATIONS	12/17/2024	C
0001074081	FT to FT-Pending BCC Agenda#	129479	SOFTWARE INFORMATION RESOURCE CORP	HS	12/17/2024	I22-71100-48	15,900.00	4500212118	1/17/2025	SOFTWARE IMPLEMENTATION	SUPPORT CHS OPERATIONS	12/18/2024	C
0001074084	FT to FT-Pending BCC Agenda#	129479	SOFTWARE INFORMATION RESOURCE CORP	HS	12/17/2024	I22-71100-46	9,822.50	4500212118	1/17/2025	SOFTWARE IMPLEMENTATION	SUPPORT CHS OPERATIONS	12/18/2024	C
0001074118	FT to FT-Pending BCC Agenda#	129479	SOFTWARE INFORMATION RESOURCE CORP	HS	12/17/2024	I22-71100-45	3,547.50	4500212118	1/17/2025	SOFTWARE IMPLEMENTATION	SUPPORT CHS OPERATIONS	12/18/2024	C
0001074120	FT to FT-Pending BCC Agenda#	129479	SOFTWARE INFORMATION RESOURCE CORP	HS	12/17/2024	I22-71100-44	3,785.00	4500212118	1/17/2025	SOFTWARE IMPLEMENTATION	SUPPORT CHS OPERATIONS	12/18/2024	C
			SOFTWARE INFORMATION RESOURCE CORP Count		**5**								
			SOFTWARE INFORMATION RESOURCE CORP Total				**$34,667.50**						
0001072892	FT to FT-Pending BCC Agenda#	130936	SOUTHEASTERN LAUNDRY EQUIPMENT SALE	DAS	12/10/2024	INV90065	583.47	4500234233	1/11/2025	WASHING MACHINE SERVICE	MAINTAIN DAILY OPERATIONS AT DAS	12/12/2024	C
0001075557	FT to FT-Pending BCC Agenda#	130936	SOUTHEASTERN LAUNDRY EQUIPMENT SALE	DAS	12/23/2024	INV91063	621.00	4500234233	1/25/2025	WASHING MACHINE SERVICE	MAINTAIN DAILY OPERATIONS AT DAS	12/26/2024	C
			SOUTHEASTERN LAUNDRY EQUIPMENT SALE Count		**2**								
			SOUTHEASTERN LAUNDRY EQUIPMENT SALE Total				**$1,204.47**						
0001072699	FT to FT-Pending BCC Agenda#	130657	SOUTHERN SERVICE & REPAIR LLC	FLE	12/11/2024	93184	41.50	4500234354	1/10/2025	CYLINDER RENTAL/SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	C
0001077507	FT to FT-Pending BCC Agenda#	130657	SOUTHERN SERVICE & REPAIR LLC	FLE	12/31/2024	R21174	24.00	4500234354	2/5/2025	CYLINDER RENTAL/SUPPLIES CYLINDER RE	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/6/2025	C
0001077508	FT to FT-Pending BCC Agenda#	130657	SOUTHERN SERVICE & REPAIR LLC	FLE	12/31/2024	R21173	24.00	4500234354	2/5/2025	CYLINDER RENTAL/SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/6/2025	C
0001077542	FT to FT-Pending BCC Agenda#	130657	SOUTHERN SERVICE & REPAIR LLC	FLE	12/31/2024	R21171	40.00	4500234354	2/5/2025	CYLINDER RENTAL/SUPPLIES	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	1/6/2025	C
			SOUTHERN SERVICE & REPAIR LLC Count		**4**								
			SOUTHERN SERVICE & REPAIR LLC Total				**$129.50**						
0001072294	FT to FT-Pending BCC Agenda#	131045	STANDARD SIGNS INC	AA1	12/10/2024	62464	5,553.40	4500236215	1/9/2025	RUNWAY SIGNAGE- MARCO ISLAND EXECUTIVE AIRPORT	AIRPORT OPERATIONS	12/10/2024	C
			STANDARD SIGNS INC Count		**1**								
			STANDARD SIGNS INC Total				**$5,553.40**						
0001067905	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	STO	11/21/2024	2314786	23,323.50	4500234007	12/19/2024	10/8-11/15/2024 STORMWATER STRUCTURE EVALUATION	IMPROVE THE COUNTY'S LEVEL OF SERVICE WITH INFRASTRUCTURE.	11/21/2024	A
0001072686	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	Z2	12/11/2024	2325217	7,306.39	4500228208	1/8/2025	11/16-12/6/2024 - PIO SERVICES 98TH & 99TH AVENUE NORTH	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/11/2024	A
0001072715	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	Z1	12/11/2024	2325014	1,838.75	4500211144	1/8/2025	THRU 12/6/2024 MPS 302.00 SUPPLEMENTAL DESIGN SERVICES	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/11/2024	A
0001074395	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	STO	12/11/2024	2325220	502.50	4500234007	1/16/2025	11/16-12/7/2024 STORMWATER STRUCTURE EVALUATION	IMPROVE THE COUNTY'S LEVEL OF SERVICE WITH INFRASTRUCTURE.	12/19/2024	A
0001074593	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	TP	12/19/2024	2332093	6,210.00	4500233044	1/17/2025	11/2-11/29/2024 TRAFFIC COUNT DATA REVIEW	REVIEW TRAFFIC COUNT DATA FOR COUNT STATIONS	12/20/2024	A
0001074595	FT to FT-Pending BCC Agenda#	121367	STANTEC CONSULTING SERVICES INC	TP	12/19/2024	2332082	804.00	4500231270	1/17/2025	11/2-11/29/2024 TRAFFIC ENGINEERING STUDIES FY 24-25	TO MAINTAIN TRANS. PLANNING SERVICES AND OPERATIONS	12/20/2024	A
			STANTEC CONSULTING SERVICES INC Count		**6**								
			STANTEC CONSULTING SERVICES INC Total				**$39,985.14**						
0001070227	FT to FT-Pending BCC Agenda#	124112	STRATEGY MARKETING GROUP INC	CDA	12/2/2024	159991	1,136.92	4500233635	12/31/2024	PRINTING/MAILING SERVICES	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES	12/3/2024	A
0001070228	FT to FT-Pending BCC Agenda#	124112	STRATEGY MARKETING GROUP INC	CDA	12/2/2024	159993	206.62	4500233635	12/31/2024	PRINTING/MAILING SERVICES	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES	12/3/2024	A
0001074289	FT to FT-Pending BCC Agenda#	124112	STRATEGY MARKETING GROUP INC	PAD	12/18/2024	159627	6,818.00	4500235696	1/16/2025	BEACH STICKERS	SUPPORT SERVICE DELIVERY	12/19/2024	A
0001075711	FT to FT-Pending BCC Agenda#	124112	STRATEGY MARKETING GROUP INC	CDA	12/26/2024	160593	111.47	4500233635	1/23/2025	PRINTING/MAILING SERVICES PRINTING/M	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES	12/26/2024	A
0001075712	FT to FT-Pending BCC Agenda#	124112	STRATEGY MARKETING GROUP INC	CDA	12/26/2024	160656	395.48	4500233635	1/23/2025	PRINTING/MAILING SERVICES	PROVIDE MAILING SERVICES FOR GMCDD PUBLIC NOTICES	12/26/2024	A
			STRATEGY MARKETING GROUP INC Count		**5**								
			STRATEGY MARKETING GROUP INC Total				**$8,668.49**						
0001055098	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	9/18/2024	9207220059	11,299.12	4500233021	10/24/2024	STRYKER STRETCHERS	FOR THE SAFETY OF PATIENTS DURING TRANSPORTING.	9/24/2024	A
0001058697	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	10/9/2024	9207399075	260.56	4500233021	11/14/2024	STRYKER STRETCHERS	FOR THE SAFETY OF PATIENTS DURING TRANSPORTING.	10/15/2024	C
0001058709	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	10/3/2024	9207355131	262,430.32	4500233021	11/14/2024	STRYKER STRETCHERS	FOR THE SAFETY OF PATIENTS DURING TRANSPORTING.	10/15/2024	A
0001060113	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	10/14/2024	9207432461	5,922.84	4500233021	11/20/2024	STRYKER STRETCHERS	FOR THE SAFETY OF PATIENTS DURING TRANSPORTING.	10/21/2024	A
0001060115	FT to FT-Pending BCC Agenda#	113390	STRYKER SALES LLC	EMS	10/14/2024	9207432460	5,922.84	4500233021	11/20/2024	STRYKER STRETCHERS	FOR THE SAFETY OF PATIENTS DURING TRANSPORTING.	10/21/2024	A
			STRYKER SALES LLC Count		**5**								
			STRYKER SALES LLC Total				**$285,835.68**						
0001073336	FT to FT-Pending BCC Agenda#	123637	SUBURBAN PROPANE LP	DAS	12/6/2024	11560017796	385.84	4500234377	1/12/2025	DRYER GAS LINE	SUPPORT SERVICE DELIVERY	12/13/2024	C
0001075255	FT to FT-Pending BCC Agenda#	123637	SUBURBAN PROPANE LP	DAS	12/17/2024	11560113307	557.13	4500234377	1/22/2025	DRYER GAS LINE	SUPPORT SERVICE DELIVERY	12/23/2024	C
			SUBURBAN PROPANE LP Count		**2**								
			SUBURBAN PROPANE LP Total				**$942.97**						
0001065564	FT to FT-Pending BCC Agenda#	102856	SUMMIT HOME RESPIRATORY SERVICE INC	SS	9/30/2024	386379	147.38	4500229912	11/13/2024	SERVICES FOR SENIORS PROGRAM	PROVIDE GRANT FUNDED SERVICES FOR SENIORS	11/13/2024	A
			SUMMIT HOME RESPIRATORY SERVICE INC Count		**1**								
			SUMMIT HOME RESPIRATORY SERVICE INC Total				**$147.38**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001076252	FT to FT-Pending BCC Agenda#	118351	SUN BROADCASTING INC	SW	12/29/2024	170851-2	579.00	4500235573	1/29/2025	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/30/2024	C
0001076253	FT to FT-Pending BCC Agenda#	118351	SUN BROADCASTING INC	SW	12/29/2024	170853-2	450.00	4500235573	1/29/2025	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/30/2024	C
0001076254	FT to FT-Pending BCC Agenda#	118351	SUN BROADCASTING INC		12/29/2024	170852-2	765.00	4500235573	1/29/2025	ADVERTISEMENTS	ENCOURAGE, PROMOTE, IMPROVE OR DEVELOP THE COUNTY'S RESOURCES	12/30/2024	C
			SUN BROADCASTING INC Count		**3**								
			SUN BROADCASTING INC Total				**$1,794.00**						
0001071250	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	TO2	12/5/2024	162396/3	30.21	4500233930	1/2/2025	SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/5/2024	A
0001071903	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	TO2	12/9/2024	57768 /5	77.35	4500233930	1/6/2025	TOOLS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/9/2024	A
0001071983	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	TG1	12/9/2024	57774 /5	2,948.40	4500235935	1/6/2025	47 POUND BAG PORTLAND CEMENT	SUPPLIES NEEDED FOR CREWS OUT IN FIELD	12/9/2024	A
0001072671	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	TO2	12/11/2024	162432/3	16.72	4500233930	1/8/2025	TOOLS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/11/2024	A
0001072913	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WTS	12/12/2024	162451/3	77.34	4500234288	1/9/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/12/2024	A
0001073700	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WTS	12/16/2024	162487/3	0.67	4500234287	1/13/2025	SUPPLIES	MAINTAIN INSTRUMENTATION & ELECTRICAL SYSTEMS FOR WATER	12/16/2024	A
0001074017	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	SW	12/17/2024	162502/3	17.98	4500235579	1/14/2025	SUPPLIES	PROVIDE OPERATING SUPPLIES FOR COMPLIANCE PURPOSES	12/17/2024	A
0001074188	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WT	12/18/2024	57824 /5	36.67	4500233919	1/15/2025	ITEMS	PROVIDE PAINT AND SUPPLIES	12/18/2024	A
0001074494	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	TO2	12/19/2024	001897/F	8.99	4500233930	1/16/2025	TOOLS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/19/2024	A
0001074609	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WT	12/20/2024	162529/3	8.62	4500233919	1/17/2025	ITEMS	PROVIDE PAINT AND SUPPLIES	12/20/2024	A
0001074610	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	TO2	12/20/2024	162528/3	129.57	4500233930	1/17/2025	TOOLS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/20/2024	A
0001074729	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	PUO	12/20/2024	47/G	27.18	4500234542	1/17/2025	ITEMS	PROVIDE BUILDING & SECURITY SERVICES FOR WATER/WASTEWATER	12/20/2024	A
0001074830	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WM	12/20/2024	162531/3	56.61	4500233396	1/17/2025	ITEMS	PROVIDE VARIOUS HARDWARE ITEMS FOR METER DIVISION.	12/20/2024	A
0001075813	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WM	12/27/2024	162570/3	19.38	4500233396	1/24/2025	ITEMS	PROVIDE VARIOUS HARDWARE ITEMS FOR METER DIVISION.	12/27/2024	A
0001075818	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WTS	12/27/2024	162569/3	47.59	4500234288	1/24/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/27/2024	A
0001076099	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WM	12/30/2024	162612/3	8.99	4500233396	1/27/2025	ITEMS	PROVIDE VARIOUS HARDWARE ITEMS FOR METER DIVISION.	12/30/2024	A
0001077004	FT to FT-Pending BCC Agenda#	102882	SUNSHINE ACE HARDWARE INC	WTN	1/2/2025	162626/3	94.40	4500234286	1/30/2025	SUPPLIES	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	1/2/2025	A
			SUNSHINE ACE HARDWARE INC Count		**17**								
			SUNSHINE ACE HARDWARE INC Total				**$3,606.67**						
0001075997	FT to FT-Pending BCC Agenda#	126901	SYMBIONT SERVICE CORP	PAD	12/27/2024	I59784	45.00	4500234983	1/29/2025	EAGLES LAKES- LAP POOL-PREVENTATIVE MAINTENANCE	MAINTAIN COUNTY PROPERTY/ASSETS	12/30/2024	C
0001075998	FT to FT-Pending BCC Agenda#	126901	SYMBIONT SERVICE CORP	PAD	12/27/2024	I59786	73.05	4500234983	1/29/2025	EAGLES LAKES- TODDLER POOL - PREVENTATIVE MAINTENANCE	MAINTAIN COUNTY PROPERTY/ASSETS	12/30/2024	C
0001075999	FT to FT-Pending BCC Agenda#	126901	SYMBIONT SERVICE CORP	PAD	12/27/2024	I59781	325.00	4500234983	1/29/2025	EAGLES LAKES- FAMILY POOL-PREVENTATIVE MAINTENANCE	MAINTAIN COUNTY PROPERTY/ASSETS	12/30/2024	C
0001076000	FT to FT-Pending BCC Agenda#	126901	SYMBIONT SERVICE CORP	PAD	12/27/2024	I59785	99.45	4500234983	1/29/2025	EAGLES LAKES- SLIDES POOL - PREVENTATIVE MAINTENANCE	MAINTAIN COUNTY PROPERTY/ASSETS	12/30/2024	C
			SYMBIONT SERVICE CORP Count		**4**								
			SYMBIONT SERVICE CORP Total				**$542.50**						
0001074835	FT to FT-Pending BCC Agenda#	116728	SYN TECH SYSTEMS INC	FLE	12/20/2024	307182	7,848.00	4500234391	1/19/2025	PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED FUEL SYSTEM	12/20/2024	C
0001074836	FT to FT-Pending BCC Agenda#	116728	SYN TECH SYSTEMS INC	FLE	12/20/2024	307183	15,900.00	4500234391	1/19/2025	PARTS	ITEMS NEEDED TO MAINTAIN COUNTY OWNED FUEL SYSTEM	12/20/2024	A
			SYN TECH SYSTEMS INC Count		**2**								
			SYN TECH SYSTEMS INC Total				**$23,748.00**						
0001076391	FT to FT-Pending BCC Agenda#	131745	T-MOBILE USA INC	EMR	12/31/2024	997627264	60.27	4500235060	1/30/2025	11/23-12/22/2024 WIRELESS DATA	OPERATION OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM	12/31/2024	C
			T-MOBILE USA INC Count		**1**								
			T-MOBILE USA INC Total				**$60.27**						
0001077214	FT to FT-Pending BCC Agenda#	127198	T2 SYSTEMS INC	PAD	12/31/2024	MP000003487	6,041.01	4500235036	2/2/2025	MOBILE PAY	SUPPORT SERVICE DELIVERY	1/3/2025	C
			T2 SYSTEMS INC Count		**1**								
			T2 SYSTEMS INC Total				**$6,041.01**						
0001076931	FT to FT-Pending BCC Agenda#	102922	TANNER INDUSTRIES INC	WTS	12/31/2024	618139	9.00	4500234289	2/1/2025	DECEMBER 2024 RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	1/2/2025	C
			TANNER INDUSTRIES INC Count		**1**								
			TANNER INDUSTRIES INC Total				**$9.00**						
0001073175	FT to FT-Pending BCC Agenda#	131700	TAW POWER SYSTEMS INC	Z6	12/11/2024	20186577	113,744.00	4500235206	1/12/2025	CERTIFIED DIESEL GENERATOR	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY	12/13/2024	C
			TAW POWER SYSTEMS INC Count		**1**								
			TAW POWER SYSTEMS INC Total				**$113,744.00**						
0001074194	FT to FT-Pending BCC Agenda#	E00015780	TEMPLE DAMPIER	LIB	12/17/2024	15780	61.32		12/23/2024	MILEAGE 10/4-10/25/2024	TO MAINTAIN LIBRARY OPERATIONS	12/18/2024	A
0001076469	FT to FT-Pending BCC Agenda#	E00015780	TEMPLE DAMPIER	LIB	12/30/2024	15780	102.21		1/5/2025	MILEAGE 11/01-11/29/2024	TO MAINTAIN LIBRARY OPERATIONS	12/31/2024	A
			TEMPLE DAMPIER Count		**2**								
			TEMPLE DAMPIER Total				**$163.53**						
0001073379	FT to FT-Pending BCC Agenda#	115718	TEMPLE INC	TO2	12/7/2024	INV0260032	6,432.00	4500232854	1/10/2025	CLARY UPS INTERNAL	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/13/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			TEMPLE INC Count		**1**								
			TEMPLE INC Total				**$6,432.00**						
0001074489	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	Z2	12/17/2024	52353775	6,300.00	4500231652	1/16/2025	THRU 11/27/2024 STACK TESTING PHASE 2	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/19/2024	A
0001074490	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	Z2	12/17/2024	52353774	894.00	4500215800	1/16/2025	10/26-11/22/2024 GOODLAND PUMP STATION UPGRADE	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/19/2024	A
0001074833	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	OTF	12/17/2024	52353697	408.00	4500232594	1/17/2025	9/28-11/22/2024 - ORANGE TREE SCREENING REPLACEMENT	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/20/2024	A
0001074834	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	Z1	12/17/2024	52353696	2,855.00	4500229516	1/17/2025	10/26-11/22/2024 IQ SYSTEM ASSISTANCE	TO MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/20/2024	A
0001075823	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	BM	12/27/2024	52358000	58,493.50	4500231552	1/24/2025	11/1-11/30/2024 CONSULTING FOR HURRICANE IAN DIS #5	HURRICANE IAN RECOVERY CONSULTING SERVICES	12/27/2024	A
0001075982	FT to FT-Pending BCC Agenda#	115282	TETRA TECH INC	HS	12/27/2024	52358242	480.00	4500224994	1/27/2025	NEPA ENVIRONMENTAL ASSESSMENT	ENVIRONMENTAL REVIEWS ARE REQUIRED TO MAINTAIN COMPLIANCE	12/30/2024	A
			TETRA TECH INC Count		**6**								
			TETRA TECH INC Total				**$69,430.50**						
0001068320	FT to FT-Pending BCC Agenda#	124882	THERMO ELECTRON NORTH AMERICA LLC	PC	11/22/2024	9021511310	35,032.00	4500235943	12/23/2024	INSTRUMENT MAINTENANCE & PARTS	MAINTENANCE OF EQUIPMENT FOR TESTING OF WATER SAMPLINGS	11/25/2024	A
			THERMO ELECTRON NORTH AMERICA LLC Count		**1**								
			THERMO ELECTRON NORTH AMERICA LLC Total				**$35,032.00**						
0001072900	FT to FT-Pending BCC Agenda#	130805	THUNDERCAT TECHNOLOGY LLC	PUO	12/12/2024	63124R	20,024.70	4500230796	1/11/2025	COLLABORATIVE RESPONSE	PROVIDE BUILDING & SECURITY SERVICES FOR PUBLIC UTILITIES	12/12/2024	C
			THUNDERCAT TECHNOLOGY LLC Count		**1**								
			THUNDERCAT TECHNOLOGY LLC Total				**$20,024.70**						
0001073601	FT to FT-Pending BCC Agenda#	110389	TRACER ELECTRONICS LLC	PUE	12/16/2024	146786	13,219.44	4500236338	1/13/2025	RECEIVER	PROVIDE ACCURATE LOCATION SERVICES FOR WATER-SEWER	12/16/2024	A
			TRACER ELECTRONICS LLC Count		**1**								
			TRACER ELECTRONICS LLC Total				**$13,219.44**						
0001073705	FT to FT-Pending BCC Agenda#	103072	TRANSPORTATION CONTROL SYSTEMS	TO2	12/16/2024	26024	7,492.00	4500232424	1/13/2025	BLANK OUT SIGN	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/16/2024	A
			TRANSPORTATION CONTROL SYSTEMS Count		**1**								
			TRANSPORTATION CONTROL SYSTEMS Total				**$7,492.00**						
0001077220	FT to FT-Pending BCC Agenda#	131477	TRANSUNION RISK & ALTERNATIVE DATA	CM	1/1/2025	6680723-202412-1	120.00	4500231885	2/2/2025	ONLINE SEARCH DECEMBER 2024	ONLINE SEARCH SERVICES AND REPORTS FOR TRANSUNION (TLO)	1/3/2025	C
			TRANSUNION RISK & ALTERNATIVE DATA Count		**1**								
			TRANSUNION RISK & ALTERNATIVE DATA Total				**$120.00**						
0001074309	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	TG1	12/18/2024	11258	5,400.00	4500235687	1/18/2025	TREE REMOVAL & STUMP GRINDING	TREE TRIMMING OR STUMP REMOVAL PUBLIC SAFETY	12/19/2024	C
0001074310	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	TG1	12/18/2024	11263	2,172.50	4500235687	1/18/2025	TREE REMOVAL & STUMP GRINDING	TREE TRIMMING OR STUMP REMOVAL PUBLIC SAFETY	12/19/2024	C
0001074314	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	TG1	12/18/2024	11261	500.00	4500235687	1/18/2025	TREE REMOVAL & STUMP GRINDING	TREE TRIMMING OR STUMP REMOVAL PUBLIC SAFETY	12/19/2024	C
0001074315	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	TG1	12/18/2024	11262	1,000.00	4500235687	1/18/2025	TREE REMOVAL & STUMP GRINDING	TREE TRIMMING OR STUMP REMOVAL PUBLIC SAFETY	12/19/2024	C
0001074317	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	TG1	12/18/2024	111262	750.00	4500235687	1/18/2025	TREE REMOVAL & STUMP GRINDING	TREE TRIMMING OR STUMP REMOVAL PUBLIC SAFETY	12/19/2024	C
0001074318	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	FM	12/18/2024	11251	1,637.00	4500236252	1/18/2025	TREE MAINTENANCE	PROVIDE LANDSCAPING MAINTENANCE/REPAIRS TO COUNTY	12/19/2024	C
0001074597	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	WT	12/19/2024	11232	4,500.00	4500235972	1/19/2025	TREE REMOVAL	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	12/20/2024	C
0001074599	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	WT	12/19/2024	11229	3,000.00	4500235972	1/19/2025	TREE REMOVAL	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	12/20/2024	C
0001074600	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	WT	12/19/2024	11230	3,000.00	4500235972	1/19/2025	TREE REMOVAL	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	12/20/2024	C
0001074601	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	WT	12/19/2024	11231	3,500.00	4500235972	1/19/2025	TREE REMOVAL	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	12/20/2024	C
0001075555	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	TG1	12/26/2024	11260	1,250.00	4500235687	1/25/2025	TREE REMOVAL & STUMP GRINDING	TREE TRIMMING OR STUMP REMOVAL PUBLIC SAFETY	12/26/2024	C
0001075568	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	WT	12/26/2024	11238	500.00	4500235972	1/25/2025	TREE REMOVAL	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	12/26/2024	C
0001075571	FT to FT-Pending BCC Agenda#	128536	TREE SCAPING OF NAPLES INC	WT	12/26/2024	11236	4,500.00	4500235972	1/25/2025	TREE REMOVAL	OPERATE & MAINTAIN PUMPS AND WELLS FOR THE WATER DISTRICT	12/26/2024	C
			TREE SCAPING OF NAPLES INC Count		**13**								
			TREE SCAPING OF NAPLES INC Total				**$31,709.50**						
0001072569	FT to FT-Pending BCC Agenda#	130747	TRILOGY LACROSSE LLC	TD	11/25/2024	NAPLES-2024-SBT	10,000.00	4500236281	1/10/2025	03/10- 03/29/2024 -TRILOGY LACROSSE SPRING BREAK EVENT FUNDING	PROFESSIONAL ORGANIZATION PROMOTING TOURISM IN COLLIER	12/11/2024	C
			TRILOGY LACROSSE LLC Count		**1**								
			TRILOGY LACROSSE LLC Total				**$10,000.00**						
0001072211	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	TO2	12/9/2024	3070171058	63.52	4500233694	1/8/2025	UNIFORMS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/9/2024	C
0001073782	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	TO2	12/16/2024	3070172156	63.52	4500233694	1/15/2025	UNIFORMS	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/16/2024	C
0001073783	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	WAO	12/16/2024	3070172167	9.98	4500235011	1/15/2025	MATS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/16/2024	C
0001073785	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	UB	12/16/2024	3070172166	25.52	4500234452	1/15/2025	MATS	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT	12/16/2024	C
0001074048	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	PC	12/17/2024	3070172387	35.75	4500234764	1/16/2025	UNIFORMS	FOR STAFF TO BE IDENTIFIED IN THE FIELD	12/17/2024	C
0001075428	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	WAO	12/23/2024	3070173432	9.98	4500235011	1/22/2025	MATS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/23/2024	C
0001076311	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	WAO	12/30/2024	3070174508	9.98	4500235011	1/29/2025	MATS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	12/30/2024	C
0001076312	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	UB	12/30/2024	3070174507	25.52	4500234452	1/29/2025	MATS	PROVIDE CUSTOMER SERVICE FOR PUBLIC UTILITIES DEPARTMENT	12/30/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001076515	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	PC	12/31/2024	3070174752	25.50	4500234764	1/30/2025	UNIFORMS	FOR STAFF TO BE IDENTIFIED IN THE FIELD	12/31/2024	C
0001077852	FT to FT-Pending BCC Agenda#	103113	UNIFIRST CORP	WAO	1/6/2025	3070175757	9.98	4500235011	2/5/2025	MATS	PROVIDE MANAGEMENT AND DIRECTION FOR THE WATER DIVISION	1/6/2025	C
			UNIFIRST CORP Count		**10**								
			UNIFIRST CORP Total				**$279.25**						
0001071520	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/5/2024	99806830-00	173.28	4500235052	1/3/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/6/2024	A
0001071850	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/6/2024	99850921-00	54.74	4500235052	1/6/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/9/2024	A
0001072395	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/9/2024	99872507-00	46.37	4500235052	1/7/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
0001072647	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/10/2024	99883543-00	134.87	4500235052	1/8/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072648	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/10/2024	99883606-00	158.03	4500235052	1/8/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072649	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/10/2024	99883664-00	115.24	4500235052	1/8/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001073213	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/12/2024	99926209-00	58.81	4500235052	1/10/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/13/2024	A
0001073540	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/13/2024	99952619-00	45.38	4500235052	1/15/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/16/2024	A
0001073541	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/13/2024	99952462-00	68.34	4500235052	1/13/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/16/2024	A
0001074165	FT to FT-Pending BCC Agenda#	120561	UNITED REFRIGERATION INC	FM	12/17/2024	99991630-00	121.47	4500235052	1/15/2025	PARTS	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/18/2024	A
			UNITED REFRIGERATION INC Count		**10**								
			UNITED REFRIGERATION INC Total				**$976.53**						
0001062382	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	PAD	10/29/2024	239521815-001	3,152.98	4500234242	11/30/2024	EQUIPMENT RENTAL	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY	10/31/2024	C
0001069444	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	PAD	11/26/2024	239521815-002	2,664.00	4500234242	12/31/2024	EQUIPMENT RENTAL	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY	12/1/2024	C
0001069446	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	FM	11/26/2024	241702203-001	902.80	4500233704	12/31/2024	EQUIPMENT RENTAL	EQUIPMENT RENTAL TO MAINTAIN AND OPERATE COUNTY FACILITIES	12/1/2024	C
0001074334	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	DAS	12/17/2024	235748137-007	575.00	4500235510	1/18/2025	EQUIPMENT RENTAL	SUPPORT SERVICE DELIVERY	12/19/2024	C
0001074551	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	WT	12/18/2024	183136022-068	1,830.00	4500234592	1/19/2025	EQUIPMENT RENTAL	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION	12/20/2024	C
0001075155	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	WTN	12/20/2024	242641293-001	497.13	4500235488	1/22/2025	EQUIPMENT RENTAL	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/23/2024	C
0001075156	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	WT	12/20/2024	183232020-067	1,181.00	4500234592	1/22/2025	EQUIPMENT RENTAL	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION	12/23/2024	C
0001075158	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	WT	12/20/2024	188059087-056	915.00	4500234592	1/22/2025	EQUIPMENT RENTAL	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION	12/23/2024	C
0001075547	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	DAS	12/24/2024	233784362-009	995.00	4500236269	1/25/2025	EQUIPMENT RENTAL	EQUIPMENT RENTAL TO MAINTAIN AND OPERATE COUNTY FACILITIES	12/26/2024	C
0001076027	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	TG1	12/26/2024	242309288-001	2,452.00	4500236219	1/29/2025	EQUIPMENT RENTAL	EQUIPMENT RENTAL TO MAINTAIN & OPERATE COUNTY TRANSPORTATION	12/30/2024	C
0001076752	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	WT	12/31/2024	227202416-015	6,134.00	4500234592	2/1/2025	EQUIPMENT RENTAL	PROVIDE RENTAL OF WATER TRUCK FOR DISTRIBUTION	1/2/2025	C
0001076786	FT to FT-Pending BCC Agenda#	103122	UNITED RENTALS (NORTH AMERICA) INC	PAD	12/30/2024	242684814-001	2,314.11	4500236073	2/1/2025	EQUIPMENT RENTAL	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS	1/2/2025	C
			UNITED RENTALS (NORTH AMERICA) INC Count		**12**								
			UNITED RENTALS (NORTH AMERICA) INC Total				**$23,613.02**						
0001069312	FT to FT-Pending BCC Agenda#	130910	UNITED SYSTEMS & SOFTWARE INC	WM	11/27/2024	110988	9,888.96	4500233673	12/27/2024	EQUIPMENT & PARTS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	11/27/2024	C
0001074612	FT to FT-Pending BCC Agenda#	130910	UNITED SYSTEMS & SOFTWARE INC	WM	12/20/2024	111544	8,667.72	4500233673	1/19/2025	EQUIPMENT & PARTS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/20/2024	C
			UNITED SYSTEMS & SOFTWARE INC Count		**2**								
			UNITED SYSTEMS & SOFTWARE INC Total				**$18,556.68**						
0001076299	FT to FT-Pending BCC Agenda#	129685	UNIVERSAL PROTECTION SERVICE, LLC	FM	12/26/2024	16558325	776.10	4500233407	1/27/2025	12/20-12/26/2024 SECURITY	CONTRACTED SERVICES TO SECURE COUNTY FACILITIES	12/30/2024	A
			UNIVERSAL PROTECTION SERVICE, LLC Count		**1**								
			UNIVERSAL PROTECTION SERVICE, LLC Total				**$776.10**						
0001072249	FT to FT-Pending BCC Agenda#	123706	UNIVERSITY ENTERPRISES INC	WWL	12/9/2024	935937	268.00	4500234431	1/9/2025	COURSE PACKAGES	PROVIDE WATER/WW SACRAMENTO BOOKS FOR LICENSES FOR PUD	12/10/2024	C
0001072297	FT to FT-Pending BCC Agenda#	123706	UNIVERSITY ENTERPRISES INC	WWL	12/10/2024	935969	268.00	4500234431	1/9/2025	COURSE PACKAGES	PROVIDE WATER/WW SACRAMENTO BOOKS FOR LICENSES FOR PUD	12/10/2024	C
0001074491	FT to FT-Pending BCC Agenda#	123706	UNIVERSITY ENTERPRISES INC	WWL	12/17/2024	936573	1,864.00	4500235871	1/18/2025	COURSE PACKAGES	PROVIDE WATER/WW SACRAMENTO BOOKS FOR LICENSES FOR PUD	12/19/2024	C
			UNIVERSITY ENTERPRISES INC Count		**3**								
			UNIVERSITY ENTERPRISES INC Total				**$2,400.00**						
0001072716	FT to FT-Pending BCC Agenda#	104469	US TRAVEL ASSOCIATION	TD	12/2/2024	0021874	8,100.00	4500236415	1/8/2025	2025 MEMBERSHIP	MEMBERSHIP RENEWAL TO PROMOTE TOURISM IN COLLIER COUNTY	12/11/2024	A
			US TRAVEL ASSOCIATION Count		**1**								
			US TRAVEL ASSOCIATION Total				**$8,100.00**						
0001071995	FT to FT-Pending BCC Agenda#	103171	USA BLUEBOOK	WWL	11/22/2024	INV00550383	156.64	4500234346	1/6/2025	SUPPLIES	PROVIDE LABORATORY SERVICES FOR WASTEWATER	12/9/2024	A
0001075849	FT to FT-Pending BCC Agenda#	103171	USA BLUEBOOK	WTS	12/1/2024	INV00565490	572.59	4500234180	1/24/2025	FERROUS AMMONIUM	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	12/27/2024	A
			USA BLUEBOOK Count		**2**								
			USA BLUEBOOK Total				**$729.23**						

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001069225	FT to FT-Pending BCC Agenda#	112284	VARSITY BRANDS HOLDING CO INC	PAD	11/20/2024	927833634	14,759.80	4500235976	12/25/2024	EQUIPMENT	SUPPORTING SERVICE DELIVERY	11/27/2024	A
			VARSITY BRANDS HOLDING CO INC Count		**1**								
			VARSITY BRANDS HOLDING CO INC Total				**$14,759.80**						
0001072136	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	CDO	12/7/2024	25/004-048	826.81	4500233505	1/6/2025	BOOTS	PROVIDE STAFF WITH PROTECTIVE FOOTWEAR	12/9/2024	A
0001072177	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	FM	12/7/2024	25-10-117	437.49	4500233600	1/6/2025	BOOTS	PROVIDE PROTECTIVE FOOTWEAR TO COUNTY STAFF	12/9/2024	A
0001073697	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	TG1	12/14/2024	25-40-160	585.01	4500233787	1/13/2025	BOOTS	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF.	12/16/2024	A
0001075239	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	PUE	12/21/2024	25-35-041	225.00	4500234462	1/20/2025	BOOTS	PROVIDE PROTECTIVE FOOTWEAR TO EMPLOYEES	12/23/2024	A
0001075296	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	SW	12/21/2024	25-43-038	169.99	4500234464	1/20/2025	BOOTS	PROVIDE SAFETY EQUIPMENT TO STAFF TO OPERATE FACILITIES	12/23/2024	A
0001075347	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	SW	12/21/2024	24-046-041	206.54	4500234460	1/20/2025	BOOTS	PROVIDE SAFETY EQUIPMENT TO STAFF TO OPERATE FACILITIES	12/23/2024	A
0001075349	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	WWL	12/21/2024	25-61-029	448.06	4500233627	1/20/2025	BOOTS	PROVIDE PERSONAL PROTECTION EQUIPMENT FOR COUNTY STAFF	12/23/2024	A
0001075350	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	TG1	12/21/2024	25-40-161	1,006.96	4500233787	1/20/2025	BOOTS	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF.	12/23/2024	A
0001075352	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	PAD	12/21/2024	25-76-24	161.10	4500233763	1/20/2025	BOOTS	EMPLOYEE SAFETY	12/23/2024	A
0001075812	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	PAD	12/21/2024	25-19-021	223.06	4500233754	1/24/2025	BOOTS	EMPLOYEE SAFETY	12/27/2024	A
0001076088	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	EMS	12/28/2024	25-06-107	1,494.19	4500234810	1/27/2025	BOOTS	EMS EMPLOYEE BOOTS FOR CREWS ON AMBULANCES FOR SAFETY	12/30/2024	A
0001076089	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	TG1	12/28/2024	25-40-163	420.49	4500233787	1/27/2025	BOOTS	REQUIRED PROTECTIVE FOOTWEAR FOR RM STAFF.	12/30/2024	A
0001076746	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	EMS	12/31/2024	25-06-108	331.50	4500234810	1/30/2025	BOOTS	EMS EMPLOYEE BOOTS FOR CREWS ON AMBULANCES FOR SAFETY	1/2/2025	A
0001076761	FT to FT-Pending BCC Agenda#	103190	VICS BOOT & SHOE INC	WTS	12/27/2024	05-66-067-REVISE	225.00	4500234868	1/30/2025	BOOTS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	1/2/2025	A
			VICS BOOT & SHOE INC Count		**14**								
			VICS BOOT & SHOE INC Total				**$6,761.20**						
0001072174	FT to FT-Pending BCC Agenda#	130616	WATER SCIENCE ASSOCIATES, INC	Z2	12/3/2024	2460	2,873.00	4500217577	1/6/2025	10/26-11/22/2024- WELLFIELD TSP ABANDON TEST	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/9/2024	A
0001072814	FT to FT-Pending BCC Agenda#	130616	WATER SCIENCE ASSOCIATES, INC	Z2	12/3/2024	2462	5,681.00	4500225345	1/9/2025	10/26-11/22/2024 HYDROGEO SERVICES REHAB- 6 SUPPLY WELLS	MAINTAIN AND REPLACE WATER INFRASTRUCTURE	12/12/2024	A
0001072841	FT to FT-Pending BCC Agenda#	128484	WATER SCIENCE ASSOCIATES, INC	SW	12/4/2024	2469	5,597.73	4500234409	1/9/2025	10/26-11/22/2024 MONITORING & SAMPLING, REPORT	OPERATING AND MAINTAINING CRITICAL FACILITIES	12/12/2024	A
0001073665	FT to FT-Pending BCC Agenda#	128484	WATER SCIENCE ASSOCIATES, INC	Z1	12/13/2024	2484	18,687.00	4500233026	1/13/2025	9/11-9/27/2024- WWTP SYSTEM PERMITTING	MAINTAIN AND REPLACE WASTEWATER INFRASTRUCTURE	12/16/2024	A
0001073935	FT to FT-Pending BCC Agenda#	130616	WATER SCIENCE ASSOCIATES, INC	Z1	12/12/2024	2481	4,216.31	4500215168	1/14/2025	10/26-11/22/2024 FOXFIRE TANK SITE DESIGN TWO LOWER TAMIA	MAINTAIN AND REPLACE WASTE WATER INFRASTRUCTURE	12/17/2024	A
			WATER SCIENCE ASSOCIATES, INC Count		**5**								
			WATER SCIENCE ASSOCIATES, INC Total				**$37,055.04**						
0001072898	FT to FT-Pending BCC Agenda#	126355	WATER TREATMENT & CONTROLS	WT	12/12/2024	0116390-IN	4,432.92	4500233420	1/9/2025	PARTS	OPERATE & MAINTAIN AND WELLS FOR THE WATER DISTRICT	12/12/2024	A
			WATER TREATMENT & CONTROLS Count		**1**								
			WATER TREATMENT & CONTROLS Total				**$4,432.92**						
0001072602	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/10/2024	41243874	672.51	4500233291	1/8/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	A
0001072603	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/10/2024	41243875	77.98	4500233291	1/8/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/11/2024	A
0001073170	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/12/2024	41244312	1,033.50	4500233291	1/10/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/13/2024	A
0001073576	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/13/2024	48894165	370.37	4500233291	1/13/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/16/2024	A
0001073577	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/13/2024	48894164	303.70	4500233291	1/13/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/16/2024	A
0001073849	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/16/2024	41244777	632.29	4500233291	1/14/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/17/2024	A
0001073886	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/13/2024	41244508	92.16	4500233291	1/14/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/17/2024	A
0001073887	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/11/2024	41244146	363.31	4500233291	1/14/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/17/2024	A
0001074105	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/17/2024	41245015	2,113.50	4500233291	1/15/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	A
0001074106	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/17/2024	41245016	295.08	4500233291	1/15/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	A
0001074177	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/18/2024	41245210	426.19	4500233291	1/15/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/18/2024	A
0001074295	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	FLE	12/18/2024	41245302	29.00	4500233291	1/16/2025	PARTS	FLEET ITEMS NEEDED TO MAINTAIN COUNTY OWNED EQUIPMENT	12/19/2024	A
0001075860	FT to FT-Pending BCC Agenda#	106382	WESCO TURF INC	PCP	12/27/2024	41246282	27,403.67	4500232778	1/24/2025	TORO	SUPPORT SERVICE DELIVERY	12/27/2024	A
			WESCO TURF INC Count		**13**								
			WESCO TURF INC Total				**$33,813.26**						
0001068848	FT to FT-Pending BCC Agenda#	104986	WESTERN DETENTION PRODUCTS INC	FM	11/22/2024	20240473	15,940.70	4500229145	12/24/2024	JAIL LOCK PARTS	REPAIR, MAINTAIN, OR IMPROVE A COUNTY FACILITY	11/26/2024	A
			WESTERN DETENTION PRODUCTS INC Count		**1**								
			WESTERN DETENTION PRODUCTS INC Total				**$15,940.70**						
0001074217	FT to FT-Pending BCC Agenda#	131459	WESTON & SAMPSON ENGINEERS INC	TEC	12/18/2024	12240860	3,232.50	4500209905	1/15/2025	4/27-8/23/2024 FL BRIDGE REHABILITATIONS	DESIGN TO REHAB BRIDGES FOR HEALTH AND SAFETY	12/18/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
			WESTON & SAMPSON ENGINEERS INC Count		**1**								
			WESTON & SAMPSON ENGINEERS INC Total				**$3,232.50**						
0001068983	FT to FT-Pending BCC Agenda#	102671	WESTVIEW CORP INC	WTN	11/26/2024	36075	8,069.10	4500235572	12/24/2024	UNIFORMS	OPERATE & MAINTAIN POTABLE WATER TREATMENT PLANT	11/26/2024	A
0001074145	FT to FT-Pending BCC Agenda#	102671	WESTVIEW CORP INC	WM	12/18/2024	36114	239.40	4500233715	1/15/2025	UNIFORMS	TO OPERATE AND MAINTAIN METER SERVICES DEPARTMENT.	12/18/2024	A
0001075170	FT to FT-Pending BCC Agenda#	102671	WESTVIEW CORP INC	PUE	12/23/2024	36122	1,213.59	4500235866	1/20/2025	UNIFORMS	PROVIDE STAFF WITH BRANDED UNIFORMS AND APPAREL	12/23/2024	A
0001075171	FT to FT-Pending BCC Agenda#	102671	WESTVIEW CORP INC	PUE	12/23/2024	36121	345.46	4500235866	1/20/2025	UNIFORMS	PROVIDE STAFF WITH BRANDED UNIFORMS AND APPAREL	12/23/2024	A
0001075545	FT to FT-Pending BCC Agenda#	102671	WESTVIEW CORP INC	PUO	12/24/2024	36124	980.55	4500235069	1/23/2025	UNIFORMS	PROVIDE UNIFORMS FOR INVENTORY CONTROL DIV	12/26/2024	A
			WESTVIEW CORP INC Count		**5**								
			WESTVIEW CORP INC Total				**$10,848.10**						
0001077064	FT to FT-Pending BCC Agenda#	121924	WEX BANK	FLE	1/2/2025	101922267	33,048.28	4500234986	1/31/2025	FLOOD INSURANCE	GASOLINE & DIESEL FUEL REQUIREMENT FOR FLEET	1/3/2025	A
			WEX BANK Count		**1**								
			WEX BANK Total				**$33,048.28**						
0001073696	FT to FT-Pending BCC Agenda#	103835	WILLIAMS SCOTSMAN	PBD	12/15/2024	9022652740	3,968.14	4500222850	12/16/2024	MODULAR TRAILER RENTAL	EMPLOYEE PRODUCTIVITY	12/16/2024	A
0001076926	FT to FT-Pending BCC Agenda#	103835	WILLIAMS SCOTSMAN	PBD	12/20/2024	9022696611	(93.13)	4500222850	1/2/2025	CREDIT MEMO	EMPLOYEE PRODUCTIVITY	1/2/2025	A
0001076928	FT to FT-Pending BCC Agenda#	103835	WILLIAMS SCOTSMAN	PBD	12/23/2024	9022708898	(775.01)	4500222850	1/2/2025	CREDIT MEMO	EMPLOYEE PRODUCTIVITY	1/2/2025	A
			WILLIAMS SCOTSMAN Count		**3**								
			WILLIAMS SCOTSMAN Total				**$3,100.00**						
0001074115	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	12/10/2024	90192	41.25	4500235421	1/17/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/18/2024	C
0001074249	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	12/16/2024	90271	41.25	4500235421	1/17/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/18/2024	C
0001074250	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	12/16/2024	90272	112.25	4500235421	1/17/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/18/2024	C
0001074251	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	12/16/2024	90273	162.25	4500235421	1/17/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/18/2024	C
0001074252	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	12/16/2024	90274	82.50	4500235421	1/17/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/18/2024	C
0001074253	FT to FT-Pending BCC Agenda#	128907	WORLD PETROLEUM CORP	SW	12/16/2024	90275	322.50	4500235421	1/17/2025	PICK UP & DISPOSAL	PROVIDE SUPPLIES FOR COMPLIANCE PURPOSE	12/18/2024	C
			WORLD PETROLEUM CORP Count		**6**								
			WORLD PETROLEUM CORP Total				**$762.00**						
0001071885	FT to FT-Pending BCC Agenda#	122083	WSP USA ENVIRONMENT & INFRASTRUCTURE	PUL	12/6/2024	40121722	1,088.00	4500223758	1/6/2025	9/28-11/29/2024 - PREVENTATIVE MAINTENANCE PROGRAM	OPERATING AND MAINTAINING CRITICAL FACILITIES	12/9/2024	A
0001072271	FT to FT-Pending BCC Agenda#	122083	WSP USA ENVIRONMENT & INFRASTRUCTURE	SWC	12/9/2024	40122038	172.50	4500230846	1/7/2025	11/2-11/29/2024 SHWMD HH & DD PROJECT MANAGEMENT	OPERATING AND MAINTAINING CRITICAL FACILITIES	12/10/2024	A
			WSP USA ENVIRONMENT & INFRASTRUCTURE Count		**2**								
			WSP USA ENVIRONMENT & INFRASTRUCTURE Total				**$1,260.50**						
0001069435	FT to FT-Pending BCC Agenda#	122220	XYLEM WATER SOLUTIONS USA INC	WW	11/27/2024	3556D52985	85,588.20	4500233990	12/31/2024	PURCHASE OF PUMPS	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/1/2024	C
0001071855	FT to FT-Pending BCC Agenda#	122220	XYLEM WATER SOLUTIONS USA INC	WW	12/6/2024	3556D54155	26,327.70	4500233990	1/8/2025	PURCHASE OF PUMPS	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/9/2024	C
0001072392	FT to FT-Pending BCC Agenda#	122220	XYLEM WATER SOLUTIONS USA INC	WW	12/9/2024	3556D54386	31,072.00	4500233990	1/9/2025	PURCHASE OF PUMPS	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/10/2024	C
0001073125	FT to FT-Pending BCC Agenda#	122220	XYLEM WATER SOLUTIONS USA INC	WW	12/12/2024	3556D54961	520.17	4500233990	1/12/2025	PURCHASE OF PUMPS	OPERATE AND MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/13/2024	C
			XYLEM WATER SOLUTIONS USA INC Count		**4**								
			XYLEM WATER SOLUTIONS USA INC Total				**$143,508.07**						
0001074823	FT to FT-Pending BCC Agenda#	130142	YULIYA KRAMARENKO	PAD	12/20/2024	122024	624.00	4500233775	1/19/2025	ROBOTICS INSTRUCTOR	CONTRACTUAL SERVICES FOR PROGRAMS AND/OR EVENTS	12/20/2024	C
			YULIYA KRAMARENKO Count		**1**								
			YULIYA KRAMARENKO Total				**$624.00**						
0001075182	FT to FT-Pending BCC Agenda#	E00021691	YUNIET RODRIGUEZ RODRIGUEZ	PUO	12/20/2024	21691	100.00		12/28/2024	REIMBURSEMENT - CLASS C WASTEWATER LICENSE	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION	12/23/2024	A
0001075367	FT to FT-Pending BCC Agenda#	E00021691	YUNIET RODRIGUEZ RODRIGUEZ	PUO	12/20/2024	LICENSE EXAM	100.00		12/28/2024	REIMBURSEMENT - CLASS C WASTEWATER LICENSE	FDEP JOB REQUIRED WASTEWATER LICENSE REIMBURSEMENT	12/23/2024	A
			YUNIET RODRIGUEZ RODRIGUEZ Count		**2**								
			YUNIET RODRIGUEZ RODRIGUEZ Total				**$200.00**						
0001073976	FT to FT-Pending BCC Agenda#	124891	ZOETIS US LLC	DAS	12/5/2024	9026160261	8,493.21	4500236249	1/16/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/17/2024	C
0001073981	FT to FT-Pending BCC Agenda#	124891	ZOETIS US LLC	DAS	12/16/2024	9026275811	174.32	4500236249	1/16/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/17/2024	C
0001074628	FT to FT-Pending BCC Agenda#	124891	ZOETIS US LLC	DAS	12/19/2024	9026316540	6,160.00	4500236439	1/19/2025	ANIMAL MEDICATIONS	MAINTAIN DAS OPERATIONS AND SERVICES	12/20/2024	C
			ZOETIS US LLC Count		**3**								
			ZOETIS US LLC Total				**$14,827.53**						
			Grand Count		**1131**								
			Grand Total				**$3,343,615.84**						
PIGGYBACK CONTRACTS NOT SPECIFICALLY APPROVED BY THE BOARD - PURCHASE ORDERS TOTALING > $50,000													
Record	**Last Sub Status Description**	**Vendor Number**	**Vendor**	**Grp**	**Invoice Date**	**Invoice Number**	**Amount**	**Purchase Order**	**Due Date**	**Text**	**Public Purpose**	**Receipt Date**	**Payment Method**
0001074783	FT to FT-Pending BCC Agenda#	103795	CDW LLC	ITN	12/20/2024	AC1CM7C	371,494.48	4500236322	1/17/2025	CISCO SMARTNET 8X5XNBD	HARDWARE AND SOFTWARE SUPPORT FOR COUNTY CISCO	12/20/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001075964	FT to FT-Pending BCC Agenda#	103795	CDW LLC	IT	12/27/2024	AC1UI9L	1,327,221.60	4500235261	1/24/2025	MS EA FORMSPROUSLGCC SHRDSVR ALNG	MEA LICENSES, SUPPORT & MAINT. ON SOFTWARE	12/27/2024	A
			CDW LLC Count		**2**								
			CDW LLC Total				**$1,698,716.08**						
0001071282	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	10/29/2024	0F24589066	269.09	4500234645	1/4/2025	CCSO FLEET	LIFE SAFETY	12/5/2024	C
0001071743	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24153348	1,557.00	4500226478	1/5/2025	ESC BUILDING	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/6/2024	C
0001073017	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590293	5,091.75	4500234645	1/11/2025	BUILDING J-J3 NEW JAIL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073018	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24590491	95.00	4500234645	1/11/2025	MARCO ISLAND LIBRARY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073019	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/10/2024	0F24590808	95.00	4500234645	1/11/2025	PARADISE COAST SPORTS COMPLEX	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073020	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/10/2024	0F24590836	95.00	4500234645	1/11/2025	MAX HASSE PARK MHP CC	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073021	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/9/2024	OF24590574	95.00	4500234645	1/11/2025	SOUTH REGIONAL LIBRARY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073022	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24590493	190.00	4500234645	1/11/2025	MARCO ISLAND MUSEUM	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073023	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24590364	95.00	4500234645	1/11/2025	IMMOKALEE SPORTS COMPLEX	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073024	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24590366	95.00	4500234645	1/11/2025	IMMOKALEE SOUTH PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073025	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24590397	95.00	4500234645	1/11/2025	UNIVERSITY EXTENSION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073026	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24590396	95.00	4500234645	1/11/2025	EMS STATION #30/ CCSO SUB	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073027	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24590398	95.00	4500234645	1/11/2025	NE RECYCLING DROP OFF CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073028	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24590399	95.00	4500234645	1/11/2025	BID CORKSCREW ISLAND-POOL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073030	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590324	95.00	4500234645	1/11/2025	NCRP ADMINISTRATION BLDG	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073031	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590330	95.00	4500234645	1/11/2025	NCRP SOCCER FIELD CONCESSION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073032	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590328	95.00	4500234645	1/11/2025	NCRP EXHIBITION HALL	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073033	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590327	95.00	4500234645	1/11/2025	NCRP RECPLEX/GYMNASIUM	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073034	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590294	459.45	4500234645	1/11/2025	NCRP SOCCER FIELD CONCESSION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073035	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590233	459.45	4500234645	1/11/2025	NCRP RECPLEX/ GYMNASIUM	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073036	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/3/2024	0F24590198	665.00	4500234645	1/11/2025	BLDG L1 COURTHOUSE ANNEX	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073037	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/3/2024	0F24590197	95.00	4500234645	1/11/2025	BUILDING W	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073039	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/3/2024	0F24590196	95.00	4500234645	1/11/2025	BUILDING B-HUMAN RESOURCES	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073040	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24590445	95.00	4500234645	1/11/2025	MARGOOD HARBOR PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073041	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24590490	125.00	4500234645	1/11/2025	GOODLAND BOATING PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073042	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	OF24590513	95.00	4500234645	1/11/2025	MARCO ISLAND RECYCLE CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073043	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24590555	95.00	4500234645	1/11/2025	MARCO ISLAND AIRPORT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073044	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24590556	95.00	4500234645	1/11/2025	EAGLE LAKES COMMUNITY CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073045	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24590365	95.00	4500234645	1/11/2025	IMMOKALEE COMMUNITY PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073046	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/5/2024	0F24590400	95.00	4500234645	1/11/2025	BIG CORKSCREW REGIONAL PARK BUILDING 1	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073048	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590331	95.00	4500234645	1/11/2025	NCRP SOFTBALL FIELD CONCESSION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073049	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590325	95.00	4500234645	1/11/2025	NCRP SUN N FUN	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073050	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590326	95.00	4500234645	1/11/2025	NCRP SUN N FUN POOL CONCESSION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/12/2024	C
0001073334	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/11/2024	0F24589790	95.00	4500234645	1/12/2025	SUGDEN SKI CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073335	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/11/2024	0F24589537	95.00	4500234645	1/12/2025	SUGDEN SAILING CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073342	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/11/2024	0F24589703	190.00	4500234645	1/12/2025	EAST NAPLES PARK ENCP	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073343	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/11/2024	0F24589749	95.00	4500234645	1/12/2025	NAPLES TRAIN DEPOT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073344	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/10/2024	0F24590809	678.00	4500234645	1/12/2025	MAX HASSE PARK MHP CC	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073345	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/11/2024	0F24589819	95.00	4500234645	1/12/2025	EAST NAPLES PARK WELCOME	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073346	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/12/2024	OF24589824	95.00	4500234645	1/12/2025	HQ LIBRARY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C

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0001073348	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/12/2024	0F24589860	95.00	4500234645	1/12/2025	CLAM PASS CONCESSION STAND	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073349	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/12/2024	0F24589937	95.00	4500234645	1/12/2025	GREY OAKS PUBLIC SAFETY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073350	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/12/2024	0F24589963	95.00	4500234645	1/12/2025	FREEDOM PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073351	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/12/2024	0F24589938	95.00	4500234645	1/12/2025	EMS STATION 44 / CCSO SUB	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073352	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/12/2024	0F24589964	95.00	4500234645	1/12/2025	NORTH COLLIER SERVICE CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073353	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/12/2024	0F24590567	2,363.40	4500234645	1/12/2025	PARKING GARAGE #2	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073355	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/25/2024	0F24590098	155.25	4500234645	1/12/2025	EMS #10	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073356	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/19/2024	0F24153182	468.90	4500234645	1/12/2025	EAGLE LAKES COMMUNITY CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073357	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/19/2024	0F24153181	459.45	4500234645	1/12/2025	PARADISE COAST PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073358	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/19/2024	0F24153178	459.45	4500234645	1/12/2025	NAPLES TRAIN DEPOT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073359	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/19/2024	0F24153183	459.45	4500234645	1/12/2025	SOUTH REGIONAL LIBRARY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073361	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	11/14/2024	0F24589832	21.00	4500234645	1/12/2025	EAST NAPLES EMS 1	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073362	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/9/2024	0F24590700	95.00	4500234645	1/12/2025	PARADISE COAST PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073363	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/9/2024	0F24590701	190.00	4500234645	1/12/2025	PARADISE COAST PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073364	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/9/2024	0F24590703	95.00	4500234645	1/12/2025	PARADISE COAST PARK-COVE	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073365	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/9/2024	0F24590702	95.00	4500234645	1/12/2025	PARADISE COAST PARK-MAIN	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001073368	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/10/2024	0F24590807	240.00	4500234645	1/12/2025	PARKS & REC	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/13/2024	C
0001074750	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/12/2024	0F24590434	103.95	4500234645	1/19/2025	BAREFOOT BEACH	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074752	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/7/2024	0F24590573	4,087.80	4500234645	1/19/2025	BUILDING H	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074753	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/6/2024	0F24590515	95.00	4500234645	1/19/2025	CAXAMBAS COAST GUARD	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074758	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24589944	5.25	4500234645	1/19/2025	800 MHZ GENERATOR NORTH	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074759	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24589875	10.50	4500234645	1/19/2025	800 MHZ KREHLING	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074761	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24589867	5.25	4500234645	1/19/2025	800 MHZ GENERATOR BENTON	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074762	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24589847	5.25	4500234645	1/19/2025	800 MHZ GENERATOR STOCKADE	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074763	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24589846	5.25	4500234645	1/19/2025	800 MHZ GENERATOR COUNTY	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074764	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24589845	5.25	4500234645	1/19/2025	800 MHZ GENERATOR CORKSCREW	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074765	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/4/2024	0F24590329	95.00	4500234645	1/19/2025	NCRP MAINTENANCE	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074766	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/3/2024	OF24590368	5.25	4500234645	1/19/2025	BONITA RADIO TOWER SHED	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074767	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/13/2024	0F24590222	190.00	4500234645	1/19/2025	SUPERVISORY OF ELECTIONS	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074768	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/13/2024	0F24590180	95.00	4500234645	1/19/2025	CCSO FLEET	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074770	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/13/2024	0F24590179	95.00	4500234645	1/19/2025	VETERANS PARK	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074771	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/13/2024	0F24590145	95.00	4500234645	1/19/2025	PROPERTY APPRAISER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074772	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/13/2024	0F24590144	95.00	4500234645	1/19/2025	MEDICAL EXAMINERS	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074774	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/13/2024	0F24590143	190.00	4500234645	1/19/2025	GMD C&M (TRANSPORTATION)	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074776	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/13/2024	0F24590027	95.00	4500234645	1/19/2025	TAX COLLECTORS/DMV	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074778	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/16/2024	0F24590475	285.00	4500234645	1/19/2025	GMD P&R DEVELOPMENT SERVICES	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074782	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/16/2024	0F24590452	190.00	4500234645	1/19/2025	FACILITIES FLEET	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074784	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/16/2024	OF24590448	95.00	4500234645	1/19/2025	EMS #3/ HELICOPTER OPS	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074785	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/16/2024	0F24590223	95.00	4500234645	1/19/2025	EMS 75	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074786	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/18/2024	0F24591064	165.00	4500234645	1/19/2025	VINEYARDS COMMUNITY CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074790	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/18/2024	OF24591063	95.00	4500234645	1/19/2025	EMS 76	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C
0001074791	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/18/2024	0F24590901	95.00	4500234645	1/19/2025	N. COLLIER RECYCLE CENTER	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/20/2024	C

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001075516	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/20/2024	0F24153736	459.45	4500234645	1/25/2025	MARCO ISLAND AIRPORT	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/26/2024	C
0001075517	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/20/2024	0F24153737	459.45	4500234645	1/25/2025	MAXX HASSE PARK MHP CC	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/26/2024	C
0001075549	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/23/2024	OF24153751	459.45	4500234645	1/25/2025	EAST NAPLES PARK WELCOME	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	12/26/2024	C
0001076734	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/30/2024	0F24153874	1,809.45	4500234645	2/1/2025	BUILDING F ADMINISTRATION	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	1/2/2025	C
0001076735	FT to FT-Pending BCC Agenda#	120845	CINTAS CORPORATION	FM	12/30/2024	0F24153875	459.45	4500234645	2/1/2025	BUILDING W	INSPECTIONS AND REPAIRS TO MAINTAIN COUNTY FACILITIES	1/2/2025	C
			CINTAS CORPORATION Count		**87**								
			CINTAS CORPORATION Total				**$28,057.64**						
0001069077	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	11/26/2024	9327820909	17,127.35	4500234660	12/24/2024	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	11/26/2024	A
0001070593	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/3/2024	9332524652	3,814.50	4500233837	1/1/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/4/2024	A
0001072218	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/9/2024	9340293316	760.61	4500234660	1/7/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/10/2024	A
0001072220	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/9/2024	9340298968	168.80	4500234660	1/7/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/10/2024	A
0001072224	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/9/2024	9340298984	6,782.04	4500234660	1/7/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/10/2024	A
0001072528	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/10/2024	9340800532	54.45	4500233399	1/8/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072529	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/10/2024	9340974626	5,493.52	4500234660	1/8/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/11/2024	A
0001072541	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/10/2024	9341395425	37.74	4500233399	1/8/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/11/2024	A
0001072767	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/11/2024	9342249001	1,168.90	4500234660	1/9/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	A
0001072772	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/11/2024	9342718419	896.16	4500233837	1/9/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	A
0001072775	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/11/2024	9342718427	82.48	4500233399	1/9/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/12/2024	A
0001073074	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/12/2024	9343597176	1,604.78	4500233837	1/9/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/12/2024	A
0001073083	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	FM	12/12/2024	9344341756	169.41	4500233399	1/9/2025	SUPPLIES	SUPPLIES TO MAINTAIN & OPERATE COUNTY FACILITIES	12/12/2024	A
0001073422	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/13/2024	9345644885	3,267.91	4500233859	1/10/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/13/2024	A
0001073437	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/13/2024	9346110944	1,386.84	4500233858	1/10/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/13/2024	A
0001073790	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/16/2024	9346664767	877.00	4500233858	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001073791	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/16/2024	9346629315	21.85	4500233858	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001073792	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/16/2024	9346629307	3,601.88	4500233858	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001073794	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/16/2024	9346826358	231.30	4500233858	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001073796	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/16/2024	9347388739	1,632.54	4500233858	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001073798	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/16/2024	9346826333	1,429.50	4500233858	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001073806	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/16/2024	9347946874	2,849.14	4500234660	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/17/2024	A
0001074049	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/17/2024	9348026106	1,326.20	4500233858	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001074050	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/17/2024	9348026114	624.87	4500233837	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/17/2024	A
0001074058	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WW	12/17/2024	9349051483	12.86	4500233858	1/14/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER COLLECTIONS SYSTEM	12/17/2024	A
0001074264	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/18/2024	9349848870	97.00	4500233837	1/15/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/18/2024	A
0001074267	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/18/2024	9349742677	876.87	4500234660	1/15/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/18/2024	A
0001074273	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/18/2024	9350032687	79.06	4500233859	1/15/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/18/2024	A
0001074279	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/18/2024	9350869633	271.56	4500233837	1/15/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/18/2024	A
0001074523	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/19/2024	9350869955	1,350.28	4500234660	1/16/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/19/2024	A
0001074526	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/19/2024	9351432340	561.44	4500233837	1/16/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/19/2024	A
0001074527	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/19/2024	9351205118	56.48	4500233837	1/16/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/19/2024	A
0001074534	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/19/2024	9351848909	44.06	4500233837	1/16/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/19/2024	A
0001074536	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/19/2024	9351432407	1,266.92	4500233837	1/16/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/19/2024	A
0001074937	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/20/2024	9352600606	1,142.05	4500234660	1/17/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/20/2024	A
0001074938	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/20/2024	9352600614	2,153.75	4500234660	1/17/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/20/2024	A

Record	Last Sub Status Description	Vendor Number	Vendor	Grp	Invoice Date	Invoice Number	Amount	Purchase Order	Due Date	Text	Public Purpose	Receipt Date	Payment Method
0001074939	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/20/2024	9352600630	1,535.58	4500233837	1/17/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/20/2024	A
0001074943	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/20/2024	9352600622	156.80	4500234660	1/17/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/20/2024	A
0001074944	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/20/2024	9352600648	68.03	4500233837	1/17/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/20/2024	A
0001074949	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WT	12/20/2024	9352626254	43.32	4500233859	1/17/2025	SUPPLIES	SUPPLIES FOR DAILY OPERATIONS WITH WATER QUALITY	12/20/2024	A
0001074952	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/20/2024	9353302848	105.75	4500233837	1/17/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/20/2024	A
0001075403	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/23/2024	9353538227	106.98	4500234660	1/20/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/23/2024	A
0001075408	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/23/2024	9353865653	469.16	4500233837	1/20/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/23/2024	A
0001075412	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/23/2024	9353865646	126.20	4500234660	1/20/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/23/2024	A
0001075969	FT to FT-Pending BCC Agenda#	110877	GRAINGER INDUSTRIAL SUPPLY	WWL	12/27/2024	9355967598	41.12	4500234660	1/24/2025	SUPPLIES	OPERATE & MAINTAIN WASTEWATER TREATMENT PLANT	12/27/2024	A
			GRAINGER INDUSTRIAL SUPPLY Count		**45**								
			GRAINGER INDUSTRIAL SUPPLY Total				**$65,975.04**						
0001067589	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	11/20/2024	9339862823	446.07	4500234551	12/19/2024	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/21/2024	A
0001068290	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	11/22/2024	9339903627	181.74	4500234551	12/21/2024	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/23/2024	A
0001069079	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	11/26/2024	9339941593	112.25	4500234551	12/25/2024	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	11/27/2024	A
0001072544	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	12/10/2024	9340094388	281.13	4500234551	1/8/2025	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/11/2024	A
0001072785	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	12/11/2024	9340101822	994.75	4500234551	1/9/2025	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/12/2024	A
0001073445	FT to FT-Pending BCC Agenda#	107833	GRAYBAR ELECTRIC COMPANY INC	TO2	12/13/2024	9340152802	4,799.70	4500234551	1/11/2025	ELECTRICAL SUPPLIES	MAINTAIN TRAFFIC OPERATIONS AND SERVICES	12/14/2024	A
			GRAYBAR ELECTRIC COMPANY INC Count		**6**								
			GRAYBAR ELECTRIC COMPANY INC Total				**$6,815.64**						
0001072345	FT to FT-Pending BCC Agenda#	101762	KONE INC	FM	11/14/2024	1158825494	271.08	4500227725	1/9/2025	ELEVATOR MAINTENANCE	REPAIRS TO MAINTAIN & OPERATE COUNTY FACILITIES	12/10/2024	A
			KONE INC Count		**1**								
			KONE INC Total				**$271.08**						
			Grand Count		**141**								
			Total Piggyback Contracts With Purchase Orders Totaling > $50,000				**$1,799,835.48**						
			Grand Count		**1272**								
			Grand Total				**$5,143,451.32**						

AA	Airport	EM	Emergency Management	MUS	Museum	SW	Solid Waste
ASA	Administrative Services	EMS	Emergency Medical Service	OFD	Ochopee Fire Department	TA	Transportation Admin
BCC	Commissioners	ESD	Environmental Services	PAC	Real Estate Services	TD	Tourism Development
BED	Business and Economic Dev	FLE	Fleet	PAD	Parks Administration	TEC	Transportation Engineering
BM	Budget Management	FM	Facilities Management	PBD	Pelican Bay Division	TG	Road Maintenance
BRP	Building Review Permit	HO	Helicopter Operations	PC	Pollution Control	TO	Traffic Operations
CA	County Attorney	HR	Human Resources	PR	Parks & Rec	TP	Transportation
CC	Conservation Collier	HS	Housing Service	PSA	Public Service Admin	UB	Utility Billing
CCR	Community Customer Relations	ICF	Isle of Capri Fire	PUE	Utility Engineering	UEX	University Extension
CDA	Community Development Admin	ICR	Immokalee Community Revelopment	PUL	Public Utilities Logistics	VS	Vetrans Services
CDO	CDES Operations	IFA	Impact Fee Admin	PUO	Public Utilities Operations	WAO	Water Admin & Ops
CE	Code Enforcement	IT	Information Technology	PUR	Purchasing	WT	Water
CP	Comp Planning	ITD	Information Technology Development	RM	Risk Management	WW	Wastewater
CRA	Bayshore Comm. Revelopment	ITN	Information Technology Network	SA	State's Attorney	Z1-3	Public Utilities Projects
CTA	Court Admin	ITR	IT Radio	SS	Human Svcs/Senior Svcs	Z4-5	Facilities Projects
CZM	Coastal Zone Management	LIB	Library	STO	Stormwater	ZLD	Zoning Land Development
DAS	Domestic Animal Services						

Collier County Board of County Commissioners
P-Card Transactions Pending Board Approval
As of 1/8/2025

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6244-11	JPMV	JESSICA ARENCIBIA	140480	800 MHZ INTERGOVER	OFFICE SUPPLIES GENERAL	12/18/2024	12/18/2024	01/06/2025	01/25/2025	101398273	AMAZON.COM*Z92FF23J2	24.99	Maintain Radio System Operations
6227-19	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	12/31/2024	01/25/2025	101397288	WM SUPERCENTER #3417	149.00	MAINTAIN AIRPORT OPERATIONS & SVCS
6227-18	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397667	WAL-MART #3417 SE2	(157.94)	CREDIT FOR TRX 6226-14
6241-24	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	01/03/2025	01/25/2025	101397797	ODP BUS SOL LLC # 101165	57.91	MAINTAIN AIRPORT OPS & SVCS
6242-29	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397798	LOWES #02261*	150.54	MAINTAIN AIRPORT OPS & SVCS
6244-9	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/03/2025	01/25/2025	101397801	LOWES #02261*	69.96	MAINTAIN AIRPORT OPS & SVCS
6243-9	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398071	SIGNS NOW	2,536.97	MAINTAIN AIRPORT OPS & SVCS
6243-6	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/16/2024	12/17/2024	01/07/2025	01/25/2025	101398561	SUNSEEKER RESORTS	(31.08)	TAX CREDITED FOR TRX 6226-16
6243-7	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/16/2024	12/17/2024	01/07/2025	01/25/2025	101398562	SUNSEEKER RESORTS	(31.08)	TAX CREDITED FOR TRX 6226-17
6243-8	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/16/2024	12/17/2024	01/07/2025	01/25/2025	101398563	SUNSEEKER RESORTS	(31.08)	TAX CREDITED FOR TRX 6226-18
6246-15	JPMV	ROOKMIN NAUTH	192310	AIRPORT AUTH ADMIN	OTHER OPERATING SUPPLIES	12/19/2024	12/20/2024	01/07/2025	01/25/2025	101398315	GRAYBAR ELECTRIC	1,453.97	MAINTAIN AIRPORT OPS & SVCS
6231-50	JPMV	KEYSA JORGE	156344	ATHLETIC PROGRAMS	OTHER OPERATING SUPPLIES	12/10/2024	12/11/2024	01/06/2025	01/25/2025	101398144	AMAZON.COM*ZX8FU9FV0	1,249.36	SUPPORT SERVICE DELIVERY
6242-88	JPMV	KEYSA JORGE	156344	ATHLETIC PROGRAMS	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398145	EWING IRRIGATION PRD 205	529.09	SUPPORT SERVICE DELIVERY
6246-35	JPMV	KEYSA JORGE	156344	ATHLETIC PROGRAMS	OTHER MISCELLANEOUS SERVICES	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398146	NRPA OPERATING	320.00	SUPPORT SERVICE DELIVERY
6221-47	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER CONTRACTUAL SERVICES	11/26/2024	11/27/2024	12/20/2024	12/25/2024	101396122	CANVA* I04347-50871651	15.00	CANVA - MONTHLY FEE; GRAPHIC DESIGN PLATFORM
6223-21	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OFFICE SUPPLIES GENERAL	11/30/2024	12/02/2024	12/20/2024	01/25/2025	101396123	WAL-MART #1119	30.44	CRA OFFICE MOVING SUPPLIES
6225-35	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OFFICE SUPPLIES GENERAL	12/03/2024	12/04/2024	12/20/2024	01/25/2025	101396124	WAL-MART #1119	42.65	CRA OFFICE MOVING SUPPLIES
6215-16	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	11/18/2024	11/19/2024	12/31/2024	12/25/2024	101397293	NATIONAL PEN CO. LLC US	190.94	LOGO PENS FOR CRA
6228-110	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	12/06/2024	12/09/2024	01/07/2025	01/25/2025	101398348	THE HOME DEPOT #0280	74.91	Supplies for Bayshore tree lighting
6228-111	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	12/05/2024	12/09/2024	01/07/2025	01/25/2025	101398350	THE HOME DEPOT #6348	110.47	Supplies for Bayshore tree lighting
6229-32	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/10/2024	12/10/2024	01/07/2025	01/25/2025	101398489	SUNPASS*ACC122427202	16.88	TOLL FEE FOR STAFF TRAVEL
6231-51	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OFFICE SUPPLIES GENERAL	12/09/2024	12/11/2024	01/07/2025	01/25/2025	101398492	WAL-MART #1119	25.92	OFFICE SUPPLIES FOR CRA
6242-89	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OFFICE SUPPLIES GENERAL	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398493	WAL-MART #1119	22.97	OFFICE SUPPLIES FOR CRA STAFF
6245-25	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398491	USPS CHANGE OF ADDRESS	1.10	USPS Change of Address
6249-15	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	DUES AND MEMBERSHIPS	12/23/2024	12/26/2024	01/07/2025	01/25/2025	101398347	AIBD	289.00	AIBD ANNUAL MEMBERSHIP - T. SCOTT
6250-17	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER CONTRACTUAL SERVICES	12/26/2024	12/27/2024	01/07/2025	01/25/2025	101398486	CANVA* I04377-35904144	15.00	CANVA - MONTHLY FEE; GRAPHIC DESIGN PLATFORM
6251-48	JPMV	KELLY GREEN	138325	BAYSHORE/GATEWAY CRA	OTHER OPERATING SUPPLIES	12/27/2024	12/30/2024	01/07/2025	01/25/2025	101398351	THE HOME DEPOT #6348	23.85	Supplies for shop clean up
6224-4	JPMV	AIXA CAPIZZI	100021	BCC - DISTRICT 1	MARKETING AND PROMOTIONAL	12/03/2024	12/03/2024	01/02/2025	01/25/2025	101397649	MAILCHIMP	630.00	PUBLIC OUTREACH THROUGH USE OF NEWSLETTER
6227-21	JPMV	AIXA CAPIZZI	100021	BCC - DISTRICT 1	DUES AND MEMBERSHIPS	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397650	EASTNAPLES CIVIC COMM.	50.00	PUBL OUTREACH – CIVIC ENGMT - ENCC ASSOC. MEMBERSHIP RENEWAL
6244-13	JPMV	AIXA CAPIZZI	100021	BCC - DISTRICT 1	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398602	EASTNAPLES CIVIC COMM.	30.75	PUBLIC OUTREACH–CIVIC ENGAGEMENT-SPKR
6228-7	JPMV	SUE FILSON	100023	BCC - DISTRICT 3	MARKETING AND PROMOTIONAL	12/07/2024	12/09/2024	01/03/2025	01/25/2025	101397837	MAILCHIMP	977.50	CONSTITUENT NEWSLETTER
6199-4	JPMV	CRISTINA TIBERIA	100025	BCC - DISTRICT 5	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	10/24/2024	10/28/2024	12/27/2024	11/25/2024	101397138	THE FLORIDA HOTEL AND CON	167.63	MPOAC meeting Orlando FL - attendees Commissioner Collier
6225-17	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER OPERATING SUPPLIES	12/03/2024	12/04/2024	12/31/2024	01/25/2025	101397282	DIRECT IMPRESSIONS	27.50	BUSINESS CARDS FOR T. RHODES
6226-28	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/31/2024	01/25/2025	101397283	AMAZON MKTPL*ZL1FH5KP0	24.99	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6226-29	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER OPERATING SUPPLIES	12/04/2024	12/05/2024	12/31/2024	01/25/2025	101397284	AMAZON MKTPL*ZL68T7680	51.96	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6213-29	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER OPERATING SUPPLIES	11/13/2024	11/15/2024	01/02/2025	12/25/2024	101397608	RED WINGS SHOES #906	(17.00)	SUPPORT SERVICE DELIVERY
6227-27	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397651	AMAZON MKTPL*ZR26P3CK0	624.08	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6247-42	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER MISCELLANEOUS SERVICES	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398183	AMAZON MKTPL*Z92U931A0	109.90	SUPPORTS SERVICE DELIVERY
6231-29	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER OPERATING SUPPLIES	12/10/2024	12/11/2024	01/07/2025	01/25/2025	101398341	AMAZON MKTPL*ZX3TX8GJ2	73.98	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6242-47	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	OTHER OPERATING SUPPLIES	12/14/2024	12/16/2024	01/07/2025	01/25/2025	101398342	AMAZON MKTPL*Z16UK0GV2	29.99	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6246-26	JPMV	KEYSA JORGE	156363	BEACH & WATER PK OP	FOOD OPERATING SUPPLIES	12/19/2024	12/20/2024	01/07/2025	01/25/2025	101398343	DOMINO'S 3237	48.93	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6216-8	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OTHER OPERATING SUPPLIES	11/18/2024	11/20/2024	01/02/2025	12/25/2024	101397611	THE HOME DEPOT #6348	(63.54)	returned original 6209-12
6219-2	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OFFICE SUPPLIES GENERAL	11/22/2024	11/25/2024	01/02/2025	12/25/2024	101397577	ODP BUS SOL LLC # 101165	49.60	office supplies for staff use
6241-3	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	01/06/2025	01/25/2025	101398274	ODP BUS SOL LLC # 101165	25.00	office supplies for staff use
6242-15	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398242	MINUTEMAN PRESS NAPLES FL	663.34	LABES PRINTED STATE FWC PERMIT NUMBERS FOR PUBLIC WATERWAYS
6242-14	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	FLEET R AND M INVENTORY	12/12/2024	12/16/2024	01/07/2025	01/25/2025	101398397	THE HOME DEPOT #6348	155.76	tools used for channel markers
6245-6	JPMV	TARA CASTILLO	110405	BEACH ENGINEERING	OTHER OPERATING SUPPLIES	12/17/2024	12/19/2024	01/07/2025	01/25/2025	101398400	THE HOME DEPOT #6348	158.57	wood used for channel markers
6242-104	JPMV	CHRISTINE SCHAAL	156367	BIG CRKSCRW ISLND PK	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397839	USFLAGPOLE	975.00	MAINTENANCE OF COUNTY ASSETS
6242-6	JPMV	CHRISTINE SCHAAL	156367	BIG CRKSCRW ISLND PK	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398335	WAL-MART #5391	280.80	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6244-1	JPMV	CHRISTINE SCHAAL	156367	BIG CRKSCRW ISLND PK	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398337	AMAZON MKTPL*Z151D4H00	125.74	SUPPORTS SERVICE DELIVERY
6215-21	JPMV	MELINDA PALTEP	138915	BLDG R&P INSPECTION	DUES AND MEMBERSHIPS	11/18/2024	11/19/2024	12/30/2024	12/25/2024	101397217	ASFPM	180.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6222-48	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	MARKETING AND PROMOTIONAL	11/27/2024	11/29/2024	12/27/2024	12/25/2024	101397163	PAYPAL *EXPLORITECH	575.00	website compliance for ADA Accessibility
6211-15	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	11/12/2024	11/13/2024	12/31/2024	12/25/2024	101397323	WAL-MART #5055	46.93	HOLIDAY DECORATIONS FOR THE BUS
6211-17	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	11/12/2024	11/13/2024	12/31/2024	12/25/2024	101397324	WALMART.COM	15.45	HOLIDAY DECORATIONS FOR THE BUS
6212-28	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	11/14/2024	11/14/2024	12/31/2024	12/25/2024	101397325	AMAZON MKTPL*QJ4C86VO3	71.79	HOLIDAY SUPPLIES FOR NAPLES CHRISTMAS PARADE
6241-45	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	MARKETING AND PROMOTIONAL	12/12/2024	12/13/2024	01/06/2025	01/25/2025	101398137	IN *PROFESSIONAL DRONE SO	2,000.00	photos social media and public distribution
6242-7	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398132	BRASCO INTERNATIONAL INC	1,732.50	Replacement map cases to provide public info of CAT
6242-8	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER MISCELLANEOUS SERVICES	12/15/2024	12/16/2024	01/06/2025	01/25/2025	101398134	PUBLIX #410	9.18	Supplies for Staff Recognition Service Awards
6243-1	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER MISCELLANEOUS SERVICES	12/17/2024	12/17/2024	01/06/2025	01/25/2025	101398136	AMAZON MKTPL*Z15N66520	9.90	Stickers to change bus stop #'s on placards
6245-3	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	12/17/2024	12/19/2024	01/06/2025	01/25/2025	101398229	CUMMINS-ALLISON CORP	1,061.00	Provide inspection & maintenance service to county equipment
6251-29	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	POSTAGE FREIGHT AND UPS	12/27/2024	12/30/2024	01/06/2025	01/25/2025	101398222	USPS PO 1162740466	1,022.00	Postage to mail letters to property owners
6252-14	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	12/30/2024	12/31/2024	01/06/2025	01/25/2025	101398223	USPS PO 1162760464	0.92	Postage to mail letters to property owners
6229-1	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	01/07/2025	01/25/2025	101398495	CDW GOVT #AB8KL3S	3.50	Office supplies for county use
6241-4	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	SPRINKLER SYSTEM MAINTENANCE	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398487	SPRINKLERWORKS	190.00	Identify irrigation issues
6242-74	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398316	DOLLAR TREE	18.75	SUPPLIES FOR STAFF RECOGNITION AWARDS CEREMONY
6244-28	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398319	IN *WESTVIEW CORP SCREEN	81.38	Supplies for Staff Recognition Service Awards
6245-1	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	OTHER OPERATING SUPPLIES	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398488	WAL-MART #5055	21.80	TO REINFORCE CHRISTMAS BUS DECOR
6247-51	JPMV	TARA CASTILLO	138336	CATT TRAN ENHANC	MARKETING AND PROMOTIONAL	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398318	FACEBK *YZY5SEYP62	175.68	Survey for the development of CAT
6242-48	JPMV	ANTONIO DOMINGUEZ	155930	CLIENT ASSISTANCE	OTHER MISCELLANEOUS SERVICES	12/13/2024	12/16/2024	01/08/2025	01/25/2025	101398930	VERTICALSCR	71.25	ENSURE COMPLIANCE OF DIVISION & GRANT REGULATIONS.
6241-68	JPMV	KELLY ARNOLD	210151	CLIENT BILLING	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	01/07/2025	01/25/2025	101398388	ODP BUS SOL LLC # 106876	15.51	Office goods for staff to perform daily functions.
6241-69	JPMV	KELLY ARNOLD	210151	CLIENT BILLING	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	01/07/2025	01/25/2025	101398389	ODP BUS SOL LLC # 105910	11.75	Office goods for staff to perform daily functions.
6242-120	JPMV	KELLY ARNOLD	210151	CLIENT BILLING	OFFICE SUPPLIES GENERAL	12/11/2024	12/16/2024	01/07/2025	01/25/2025	101398395	ODP BUS SOL LLC # 101165	79.93	Office goods for staff to perform daily functions.
6242-121	JPMV	KELLY ARNOLD	210151	CLIENT BILLING	OFFICE SUPPLIES GENERAL	12/11/2024	12/16/2024	01/07/2025	01/25/2025	101398396	ODP BUS SOL LLC # 101165	17.22	Office goods for staff to perform daily functions.
6249-14	JPMV	KELLY ARNOLD	210151	CLIENT BILLING	OFFICE SUPPLIES GENERAL	12/23/2024	12/26/2024	01/07/2025	01/25/2025	101398398	ODP BUS SOL LLC # 101165	77.60	Office goods for staff to perform daily functions.
6252-18	JPMV	KELLY ARNOLD	210151	CLIENT BILLING	OFFICE SUPPLIES GENERAL	12/27/2024	12/31/2024	01/07/2025	01/25/2025	101398399	ODP BUS SOL LLC # 101165	(79.93)	Office goods for staff to perform daily functions.
6247-14	JPMV	TAMARA LYNN ALTHOUSE	100510	CO ATTORNEY STAFF	OFFICE SUPPLIES GENERAL	12/19/2024	12/23/2024	01/07/2025	01/25/2025	101398507	ODP BUS SOL LLC # 101165	239.34	provide miscellaneous supplies for office
6219-7	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	EMPLOYEE NOTARY BONDS	11/22/2024	11/25/2024	12/27/2024	12/25/2024	101397171	BUDGET NOTARY SERVICES	112.95	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6222-3	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OFFICE SUPPLIES GENERAL	11/26/2024	11/29/2024	12/27/2024	12/25/2024	101397170	ODP BUS SOL LLC # 101165	295.72	PROVIDE OPERATING SUPPLIES FOR GMCDD
6226-1	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	DUES AND MEMBERSHIPS	12/04/2024	12/05/2024	12/31/2024	01/25/2025	101397291	NFPA NATL FIRE PROTECT	225.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6242-3	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	PERSONAL SAFETY EQUIPMENT	12/13/2024	12/16/2024	12/31/2024	01/25/2025	101397314	AMAZON MKTPL*ZX9D96SP0	31.67	PROVIDE OPERATING SUPPLIES FOR GMCDD
6241-21	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	12/12/2024	12/13/2024	01/06/2025	01/25/2025	101398170	AMAZON MKTPL*ZX3UA01I0	45.57	PROVIDE OPERATING SUPPLIES FOR GMCDD
6242-23	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	12/16/2024	12/16/2024	01/06/2025	01/25/2025	101398171	AMAZON.COM*Z196O2T00	35.97	PROVIDE OPERATING SUPPLIES FOR GMCDD
6242-24	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	12/16/2024	12/16/2024	01/06/2025	01/25/2025	101398172	AMAZON.COM*Z10ZD3TO0	77.97	PROVIDE OPERATING SUPPLIES FOR GMCDD
6242-25	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398173	AMAZON MKTPL*ZX8QH8H00	113.70	PROVIDE OPERATING SUPPLIES FOR CODE ENFORCEMENT
6246-11	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	DUES AND MEMBERSHIPS	12/17/2024	12/20/2024	01/06/2025	01/25/2025	101398174	APA	769.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6232-1	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	PERSONAL SAFETY EQUIPMENT	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398557	AMAZON MKTPLACE PMTS	(78.99)	RETURN-PROVIDE OPERATING SUPPLIES FOR GMCDD
6242-2	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	OFFICE SUPPLIES GENERAL	12/10/2024	12/16/2024	01/07/2025	01/25/2025	101398558	ODP BUS SOL LLC # 101165	(8.62)	PROVIDE OPERATING SUPPLIES FOR GMCDD
6243-4	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	MINOR DATA PROCESSING EQUIPMENT	12/16/2024	12/17/2024	01/07/2025	01/25/2025	101398453	CDW GOVT #AB9PA1F	396.00	PROVIDE OPERATING EQUIPMENT FOR GMCDD
6247-24	JPMV	MARGARITA MARQUEZ	138900	COM DEV ADMIN	MINOR OPERATING EQUIPMENT	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398454	THE HOME DEPOT #0280	(61.96)	CREDIT FOR RETURN TRX ID 6222-13
6221-28	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OTHER OPERATING SUPPLIES	11/26/2024	11/27/2024	01/02/2025	12/25/2024	101397605	COMCAST/XFINITY	10.00	TV Adapter
6228-33	JPMV	PATRICIA MILL	101590	CORP BUSINESS OPS	OTHER OPERATING SUPPLIES	12/05/2024	12/09/2024	01/07/2025	01/25/2025	101398552	ODP BUS SOL LLC # 101165	6.68	Provide Operating Supplies For CBO Staff
6228-34	JPMV	PATRICIA MILL	101590	CORP BUSINESS OPS	OTHER OPERATING SUPPLIES	12/05/2024	12/09/2024	01/07/2025	01/25/2025	101398555	ODP BUS SOL LLC # 101165	60.09	Provide Operating Supplies For CBO Staff
6232-16	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OFFICE SUPPLIES GENERAL	12/09/2024	12/12/2024	01/07/2025	01/25/2025	101398529	ODP BUS SOL LLC # 101165	149.68	Daily office supplies
6241-46	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	01/07/2025	01/25/2025	101398536	ODP BUS SOL LLC # 105910	8.39	Daily office supplies
6241-47	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	01/07/2025	01/25/2025	101398537	ODP BUS SOL LLC # 101214	9.36	Daily office supplies

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6241-48	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OFFICE SUPPLIES GENERAL	12/11/2024	12/13/2024	01/07/2025	01/25/2025	101398539	ODP BUS SOL LLC # 101165	53.24	Daily office supplies
6247-52	JPMV	MIRLANDE JEAN-BAPTISTE	101590	CORP BUSINESS OPS	OFFICE SUPPLIES GENERAL	12/18/2024	12/23/2024	01/07/2025	01/25/2025	101398542	ODP BUS SOL LLC # 101165	107.99	Daily office supplies
6218-4	JPMV	MIRLANDE JEAN-BAPTISTE	100120	CORP PLAN AND PERF	OFFICE SUPPLIES GENERAL	11/21/2024	11/22/2024	12/31/2024	12/25/2024	101397355	AMZN MKTP US*M606X1OH3	75.32	Office furniture for everyday use
6225-1	JPMV	MIRLANDE JEAN-BAPTISTE	100120	CORP PLAN AND PERF	OTHER TRAINING EDUCATIONAL EXPENSES	12/02/2024	12/04/2024	12/31/2024	01/25/2025	101397356	FL SC IIA	40.00	MR EXCEL COURSE FOR TRAINING AND EDUCATION
6248-2	JPMV	MIRLANDE JEAN-BAPTISTE	100120	CORP PLAN AND PERF	OFFICE SUPPLIES GENERAL	12/24/2024	12/24/2024	01/06/2025	01/25/2025	101398272	AMAZON.COM*Z94BL8HY1	19.98	Daily office supplies
6219-40	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OFFICE SUPPLIES GENERAL	11/20/2024	11/25/2024	12/30/2024	12/25/2024	101397245	ODP BUS SOL LLC # 101165	34.76	Office supplies
6219-41	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OFFICE SUPPLIES GENERAL	11/21/2024	11/25/2024	12/30/2024	12/25/2024	101397246	ODP BUS SOL LLC # 101080	6.72	Office supplies
6222-20	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OFFICE SUPPLIES GENERAL	11/26/2024	11/29/2024	12/30/2024	12/25/2024	101397247	ODP BUS SOL LLC # 101165	75.91	Office supplies
6228-55	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OTHER OPERATING SUPPLIES	12/07/2024	12/09/2024	01/07/2025	01/25/2025	101398574	AMAZON PRIME*ZL1H07Y01	14.99	Inadvertent Prime charge
6232-31	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OTHER OPERATING SUPPLIES	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398576	AMAZON PRIME	(14.99)	CREDIT TO TXN 6228-55
6242-42	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	01/07/2025	01/25/2025	101398516	ODP BUS SOL LLC # 101165	70.11	Supplies for BCC office
6251-14	JPMV	JENNIFER REYNOLDS	100110	COUNTY MANAGER ADMIN	OFFICE SUPPLIES GENERAL	12/28/2024	12/30/2024	01/07/2025	01/25/2025	101398518	ODP BUS SOL LLC # 101165	120.19	Office Supplies
6232-29	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398163	AMZN MKTP US*ZX6237JT0	673.50	remotes for judges lot
6241-34	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/10/2024	12/13/2024	01/06/2025	01/25/2025	101398164	ODP BUS SOL LLC # 101165	26.59	office supplies
6242-52	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/12/2024	12/16/2024	01/06/2025	01/25/2025	101398165	ODP BUS SOL LLC # 101165	42.50	office supplies
6248-10	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/23/2024	12/24/2024	01/06/2025	01/25/2025	101398166	IN *ASSOCIATED INTERPRETE	230.00	ADA ASL
6232-30	JPMV	KERRI HIXSON	421510	COURTROOM OP & MAINT	OTHER OPERATING SUPPLIES	12/10/2024	12/12/2024	01/07/2025	01/25/2025	101398547	ODP BUS SOL LLC # 106876	18.60	office supplies
6211-7	JPMV	KELLY ARNOLD	253212	DISTRIBUTION	WATER AND SEWER	11/13/2024	11/13/2024	12/31/2024	12/25/2024	101397353	CITY OF NAPLES	125.00	REMOVAL FEE FOR CITY OF NAPLES METER AT OPERATIONS CENTER.
6214-57	JPMV	RAMONA DAGUIAR	155410	DOMESTIC ANIMAL SERV	FOOD OPERATING SUPPLIES	11/16/2024	11/18/2024	12/31/2024	12/25/2024	101397304	TRACTOR SUPPLY #1199	153.86	SUPPORT SERVICE DELIVERY
6227-13	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OTHER CONTRACTUAL SERVICES	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397669	GLOBALVETLINK	25.00	SUPPORT SERVICE DELIVERY
6242-17	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397739	HOLIDAY INN EXPRESS	602.29	SUPPORT SERVICE DELIVERY
6242-19	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	ANIMAL SUPPLIES	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397740	TRACTOR SUPPLY #1199	237.02	SUPPORT SERVICE DELIVERY
6245-9	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/17/2024	12/19/2024	01/03/2025	01/25/2025	101397741	HOLIDAY INN EXPRESS	(71.65)	SUPPORT SERVICE DELIVERY
6246-10	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OFFICE SUPPLIES GENERAL	12/19/2024	12/20/2024	01/03/2025	01/25/2025	101397742	AMAZON MKTPL*Z106G7D41	77.10	SUPPORT SERVICE DELIVERY
6247-22	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OFFICE SUPPLIES GENERAL	12/19/2024	12/23/2024	01/03/2025	01/25/2025	101397743	ODP BUS SOL LLC # 101165	2.91	SUPPORT SERVICE DELIVERY
6247-23	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OFFICE SUPPLIES GENERAL	12/18/2024	12/23/2024	01/03/2025	01/25/2025	101397745	ODP BUS SOL LLC # 101165	196.62	SUPPORT SERVICE DELIVERY
6250-8	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	OFFICE SUPPLIES GENERAL	12/27/2024	12/27/2024	01/03/2025	01/25/2025	101397746	AMAZON MKTPL*Z96KU8IA1	83.49	SUPPORT SERVICE DELIVERY
6242-18	JPMV	KEYSA JORGE	155410	DOMESTIC ANIMAL SERV	LICENSES AND PERMITS	12/12/2024	12/16/2024	01/06/2025	01/25/2025	101398093	NATIONAL BAND AND TAG COM	3,808.55	SUPPORT SERVICE DELIVERY
6228-49	JPMV	CHRISTINE SCHAAL	156381	E NAPLES COMM PK	OTHER OPERATING SUPPLIES	12/07/2024	12/09/2024	01/07/2025	01/25/2025	101398322	AMAZON MARK* ZR5WL1PC0	28.98	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6229-21	JPMV	CHRISTINE SCHAAL	156381	E NAPLES COMM PK	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	01/07/2025	01/25/2025	101398324	AMZN MKTP US*ZX07O3EY2	26.99	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6242-49	JPMV	CHRISTINE SCHAAL	156381	E NAPLES COMM PK	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398326	WAL-MART #3417	400.76	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6242-50	JPMV	CHRISTINE SCHAAL	156381	E NAPLES COMM PK	FOOD OPERATING SUPPLIES	12/14/2024	12/16/2024	01/07/2025	01/25/2025	101398327	LITTLE CAESARS 0832 0001	41.94	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6227-39	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397666	AMAZON MKTPL*ZR3CT5ZO2	39.74	SUPPORT SERVICE DELIVERY
6228-68	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER MISCELLANEOUS SERVICES	12/06/2024	12/09/2024	01/06/2025	01/25/2025	101398129	AMAZON MKTPL*ZR9GA7HP2	465.48	SUPPORT SERVICE DELIVERY
6229-27	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	01/06/2025	01/25/2025	101398131	AMAZON MKTPL*ZX7MR5EM2	279.64	SUPPORT SERVICE DELIVERY
6229-29	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	01/06/2025	01/25/2025	101398130	AMAZON MKTPL*ZX44M7N32	159.99	SUPPORT SERVICE DELIVERY
6241-51	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER MISCELLANEOUS SERVICES	12/12/2024	12/13/2024	01/06/2025	01/25/2025	101398135	DOLLAR TREE	56.25	SUPPORT SERVICE DELIVERY
6242-79	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398138	PUBLIX #516	89.03	SUPPORT SERVICE DELIVERY
6243-22	JPMV	KEYSA JORGE	156398	EAGLE LAKES COMM PRK	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398133	AMERICAN RED CROSS	230.00	SUPPORT SERVICE DELIVERY
6211-12	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	CLOTHING AND UNIFORM PURCHASES	11/12/2024	11/13/2024	12/27/2024	12/25/2024	101397168	IN *WESTVIEW CORP SCREEN	185.75	PROVIDE OPERATING SUPPLIES FOR GMCDD
6225-7	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	MINOR OFFICE EQUIPMENT	12/03/2024	12/04/2024	12/27/2024	01/25/2025	101397169	CDW GOVT #AB7ZK2N	50.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6228-102	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER MISCELLANEOUS SERVICES	12/06/2024	12/09/2024	12/30/2024	01/25/2025	101397251	SHERWIN-WILLIAMS723941	79.18	PROVIDE OPERATING SUPPLIES FOR GMCDD
6232-67	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/11/2024	12/12/2024	12/31/2024	01/25/2025	101397352	AMZN MKTP US*ZX9JZ99S2	33.29	PROVIDE OPERATING SUPPLIES FOR GMCDD
6232-68	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/11/2024	12/12/2024	12/31/2024	01/25/2025	101397350	AMAZON MKTPL*ZX9P86792	44.95	PROVIDE OPERATING SUPPLIES FOR GMCDD
6245-49	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/19/2024	12/19/2024	12/31/2024	01/25/2025	101397349	AMAZON MKTPL*Z94219VS2	15.86	PROVIDE OPERATING SUPPLIES FOR GMCDD-CC
6245-50	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	PERSONAL SAFETY EQUIPMENT	12/18/2024	12/19/2024	12/31/2024	01/25/2025	101397351	AMZN MKTP US*Z19HX69J0	394.95	PROVIDE OPERATING SUPPLIES FOR GMCDD-CC
6245-51	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/18/2024	12/19/2024	12/31/2024	01/25/2025	101397347	AMAZON MKTPL*Z159J6XB1	127.03	PROVIDE OPERATING SUPPLIES FOR GMCDD-CC
6247-73	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/20/2024	12/23/2024	12/31/2024	01/25/2025	101397348	AMAZON MKTPL*Z19KH69W1	141.99	PROVIDE OPERATING SUPPLIES FOR GMCDD-CC
6214-101	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/15/2024	11/18/2024	01/02/2025	12/25/2024	101397677	HOTEL*HOTELBOOKING	(219.60)	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
6214-102	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/15/2024	11/18/2024	01/02/2025	12/25/2024	101397678	HOTEL*HOTELBOOKING	(219.60)	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
6214-103	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/15/2024	11/18/2024	01/02/2025	12/25/2024	101397679	HOTEL*HOTELBOOKING	439.20	DEVELOP STAFF KNOWLEDGE & PROFESSIONAL ENRICHMENT
6227-17	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/05/2024	12/06/2024	01/03/2025	01/25/2025	101397694	CDW GOVT #AB8BT4N	12.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6232-70	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/10/2024	12/12/2024	01/03/2025	01/25/2025	101397826	ODP BUS SOL LLC # 106876	86.77	PROVIDE OPERATING SUPPLIES FOR GMCDD
6242-113	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	01/03/2025	01/25/2025	101397802	ODP BUS SOL LLC # 101165	5.62	PROVIDE OPERATING SUPPLIES FOR GMCDD
6242-114	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	01/03/2025	01/25/2025	101397824	ODP BUS SOL LLC # 101214	4.80	PROVIDE OPERATING SUPPLIES FOR GMCDD
6242-115	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/11/2024	12/16/2024	01/03/2025	01/25/2025	101397804	ODP BUS SOL LLC # 101165	255.85	PROVIDE OPERATING SUPPLIES FOR GMCDD
6246-54	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER OPERATING SUPPLIES	12/19/2024	12/20/2024	01/03/2025	01/25/2025	101397830	SP GLOVENATION.COM	872.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6247-74	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/20/2024	12/23/2024	01/03/2025	01/25/2025	101397806	ODP BUS SOL LLC # 101165	5.62	PROVIDE OPERATING SUPPLIES FOR GMCDD
6247-75	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/20/2024	12/23/2024	01/03/2025	01/25/2025	101397827	ODP BUS SOL LLC # 106876	11.94	PROVIDE OPERATING SUPPLIES FOR GMCDD
6247-76	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/20/2024	12/23/2024	01/03/2025	01/25/2025	101397825	ODP BUS SOL LLC # 101214	53.53	PROVIDE OPERATING SUPPLIES FOR GMCDD
6247-77	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/19/2024	12/23/2024	01/03/2025	01/25/2025	101397810	ODP BUS SOL LLC # 101165	40.92	PROVIDE OPERATING SUPPLIES FOR GMCDD
6247-78	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/19/2024	12/23/2024	01/03/2025	01/25/2025	101397813	ODP BUS SOL LLC # 101165	76.44	PROVIDE OPERATING SUPPLIES FOR GMCDD
6247-79	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/19/2024	12/23/2024	01/03/2025	01/25/2025	101397783	ODP BUS SOL LLC # 101079	12.40	PROVIDE OPERATING SUPPLIES FOR GMCDD
6247-80	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/19/2024	12/23/2024	01/03/2025	01/25/2025	101397815	ODP BUS SOL LLC # 101165	787.14	PROVIDE OPERATING SUPPLIES FOR GMCDD
6247-81	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/19/2024	12/23/2024	01/03/2025	01/25/2025	101397829	ODP BUS SOL LLC # 106876	22.92	PROVIDE OPERATING SUPPLIES FOR GMCDD
6248-18	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER OPERATING SUPPLIES	12/23/2024	12/24/2024	01/03/2025	01/25/2025	101397772	AMAZON.COM*Z971I2WZ0	88.70	PROVIDE OPERATING SUPPLIES FOR GMCDD
6248-19	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER OPERATING SUPPLIES	12/23/2024	12/24/2024	01/03/2025	01/25/2025	101397770	AMAZON MKTPL*ZE57V6GX2	396.66	PROVIDE OPERATING SUPPLIES FOR GMCDD
6249-13	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/23/2024	12/26/2024	01/03/2025	01/25/2025	101397823	ODP BUS SOL LLC # 101165	40.70	PROVIDE OPERATING SUPPLIES FOR GMCDD
6251-38	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER OPERATING SUPPLIES	12/28/2024	12/30/2024	01/03/2025	01/25/2025	101397774	AMAZON.COM*ZP5EN1JX2	80.12	PROVIDE OPERATING SUPPLIES FOR GMCDD
6228-26	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	DUES AND MEMBERSHIPS	12/06/2024	12/09/2024	01/06/2025	01/25/2025	101398107	EZ-PDH.COM	89.33	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6231-15	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OTHER MISCELLANEOUS SERVICES	12/09/2024	12/11/2024	01/06/2025	01/25/2025	101398110	MC JOB POST	40.00	PROVIDE OPERATING SERVICES FOR GMCDD
6243-5	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398109	IN *AMERICAN PLANNING ASS	130.00	PROVIDE OPERATING SERVICES FOR GMCDD
6244-7	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398111	MC JOB POST	40.00	PROVIDE OPERATING SERVICES FOR GMCDD
6244-8	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398104	APA	195.00	PROVIDE OPERATING SERVICES FOR GMCDD
6245-12	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/17/2024	12/19/2024	01/06/2025	01/25/2025	101398108	HOMEDEPOT.COM	49.98	PROVIDE OPERATING SUPPLIES FOR GMCDD
6245-13	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	POSTAGE	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398112	USPS PO 1162770465	50.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6246-13	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OFFICE SUPPLIES GENERAL	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398106	CDW GOVT #AB98P2V	75.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6246-14	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	POSTAGE	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398113	USPS PO 1162770465	80.00	PROVIDE OPERATING SUPPLIES FOR GMCDD
6246-12	JPMV	MELINDA PALTEP	138760	ECONOMIC DEV	OTHER TRAINING EDUCATIONAL EXPENSES	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398105	ASFPM	180.00	MAINTAIN PROFESSIONAL CERTIFICATION/ACCREDITATION
6246-51	JPMV	MARGARITA MARQUEZ	138760	ECONOMIC DEV	OTHER OPERATING SUPPLIES	12/19/2024	12/20/2024	01/07/2025	01/25/2025	101398548	AMZN MKTP US*Z937B6ZT0	145.02	PROVIDE OPERATING SUPPLIES FOR GMCDD
6213-36	JPMV	CHRISTINE BONI	144210	EMER MGMT ADMIN	CELLULAR TELEPHONE	11/14/2024	11/15/2024	12/31/2024	12/25/2024	101397298	IN *SKYBASE COMMUNICATION	158.00	Satellite phone service
6232-52	JPMV	CHRISTINE BONI	144210	EMER MGMT ADMIN	CELLULAR TELEPHONE	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398527	IN *SKYBASE COMMUNICATION	158.00	Sat phone service
6218-32	JPMV	CHRISTINE BONI	144223	EMERGENCY MGT GRANT	OTHER CONTRACTUAL SERVICES	11/21/2024	11/22/2024	12/31/2024	12/25/2024	101397354	IN *NAPLES AWARDS,INC	115.50	Retirement Award
6217-42	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	COMMUNICATION EQUIP RM OUTSIDE VENDORS	11/20/2024	11/21/2024	01/02/2025	12/25/2024	101397578	AMZN MKTP US*7A3856VF3	49.08	Day to Day Operations
6226-9	JPMV	CHRISTINE BONI	144223	EMERGENCY MGT GRANT	OTHER CONTRACTUAL SERVICES	12/05/2024	12/05/2024	01/02/2025	01/25/2025	101397607	APPLE.COM/BILL	0.99	ICLOUD STORAGE FOR IPHONE
6229-12	JPMV	CHRISTINE BONI	144223	EMERGENCY MGT GRANT	OTHER CONTRACTUAL SERVICES	12/09/2024	12/10/2024	01/07/2025	01/25/2025	101398317	SQ *SWF SIGNS & GRAPHICS	545.00	Day to Day Operations
6242-59	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	OFFICE SUPPLIES GENERAL	12/11/2024	12/16/2024	01/07/2025	01/25/2025	101398585	ODP BUS SOL LLC # 101165	99.94	Day to Day Operations
6242-60	JPMV	KATHLEEN HEINRICHSBERG	144223	EMERGENCY MGT GRANT	OFFICE SUPPLIES GENERAL	12/11/2024	12/16/2024	01/07/2025	01/25/2025	101398586	ODP BUS SOL LLC # 101165	62.61	Day to Day Operations
6209-61	JPMV	JOSSELYN SUAREZ	144610	EMS	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/07/2024	11/11/2024	12/20/2024	12/25/2024	101396096	EMBASSY SUITES ORL-LBV-S	318.00	SAFETY AND HEALTH CONFERENCE CHARGES
6221-46	JPMV	JOSSELYN SUAREZ	144610	EMS	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/27/2024	11/27/2024	12/20/2024	12/25/2024	101396097	DISPUTE CREDIT	(318.00)	HOTEL
6227-40	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	12/20/2024	01/25/2025	101396099	PALUMBO S PIZZERIA	33.18	STAFFING AND RETENTION OF EMS OPERATIONS
6212-10	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	11/13/2024	11/14/2024	12/30/2024	12/25/2024	101397235	MAST FAMILY CULLIGAN	53.00	WATER FOR EMS STATION
6212-11	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	11/13/2024	11/14/2024	12/30/2024	12/25/2024	101397236	MAST FAMILY CULLIGAN	26.00	WATER FOR EMS STATION
6212-12	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	11/13/2024	11/14/2024	12/30/2024	12/25/2024	101397237	MAST FAMILY CULLIGAN	26.00	WATER FOR EMS STATION
6212-15	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	11/13/2024	11/14/2024	12/30/2024	12/25/2024	101397238	MAST FAMILY CULLIGAN	3.50	WATER FOR EMS STATION
6212-16	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	11/13/2024	11/14/2024	12/30/2024	12/25/2024	101397239	MAST FAMILY CULLIGAN	39.50	WATER FOR EMS STATION
6213-16	JPMV	JOSSELYN SUAREZ	144610	EMS	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/13/2024	11/15/2024	01/02/2025	12/25/2024	101397623	ATLANTA MARRIOTT NORTH	636.18	OUT OF COUNTY TRAVEL EXPENSES
6213-17	JPMV	JOSSELYN SUAREZ	144610	EMS	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/13/2024	11/15/2024	01/02/2025	12/25/2024	101397624	ATLANTA MARRIOTT NORTH	704.58	Hotel Expenses
6221-39	JPMV	JOSSELYN SUAREZ	144610	EMS	TOLLS	11/26/2024	11/27/2024	01/02/2025	12/25/2024	101397601	CFX VES WEBSITE	14.28	TOLL

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6223-5	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER MISCELLANEOUS SERVICES	11/29/2024	12/02/2024	01/02/2025	01/25/2025	101397579	CHILIS SOUTHEAST NAPLES	47.46	FOOD
6225-45	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER OPERATING SUPPLIES	12/02/2024	12/04/2024	01/02/2025	01/25/2025	101397600	THE HOME DEPOT #0280	14.98	Dryer Filter Station 76
6231-16	JPMV	JOSSELYN SUAREZ	144610	EMS	MARKETING AND PROMOTIONAL	12/10/2024	12/11/2024	01/03/2025	01/25/2025	101397835	SP PLUSH IN A RUSH	580.50	FREIGHT
6228-104	JPMV	JOSSELYN SUAREZ	144610	EMS	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	12/08/2024	12/09/2024	01/06/2025	01/25/2025	101398096	AMAZON MKTPL*ZR6L975P0	57.98	Wall mount for tv at EMS Station
6228-105	JPMV	JOSSELYN SUAREZ	144610	EMS	MINOR OFFICE EQUIPMENT	12/07/2024	12/09/2024	01/06/2025	01/25/2025	101398095	AMAZON MKTPL*ZR41380B0	274.44	Code Scanners
6232-75	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	12/10/2024	12/12/2024	01/06/2025	01/25/2025	101398248	ODP BUS SOL LLC # 101165	323.32	Office Supplies
6241-66	JPMV	JOSSELYN SUAREZ	144610	EMS	CLOTHING AND UNIFORM PURCHASES	12/12/2024	12/13/2024	01/06/2025	01/25/2025	101398101	IN *UNITED UNIFORMS USA I	80.00	Uniform purchases
6241-71	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	12/10/2024	12/13/2024	01/06/2025	01/25/2025	101398249	ODP BUS SOL LLC # 101165	7.48	Office Supplies
6242-118	JPMV	JOSSELYN SUAREZ	144610	EMS	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398100	AMAZON.COM*ZX5DC5TB1	77.58	Wall mount for EMS Station
6243-10	JPMV	JOSSELYN SUAREZ	144610	EMS	MEDICAL SUPPLIES	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398122	LIFE ASSIST INC	2,300.00	MEDICAL SUPPLIES
6243-28	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER OPERATING SUPPLIES	12/17/2024	12/17/2024	01/06/2025	01/25/2025	101398092	AMAZON MKTPL*Z14G71ZP1	63.93	HOUSEHOLD ITEM FOR EMS STATION
6243-30	JPMV	JOSSELYN SUAREZ	144610	EMS	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398091	AMAZON MKTPL*Z13HK9IY2	131.34	Household items for EMS Station
6246-59	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	12/17/2024	12/20/2024	01/06/2025	01/25/2025	101398250	ODP BUS SOL LLC # 101165	290.51	Office supplies for EMS Staff
6247-86	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	12/18/2024	12/23/2024	01/06/2025	01/25/2025	101398252	ODP BUS SOL LLC # 101165	20.04	Office supplies for EMS Staff
6247-88	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	12/18/2024	12/23/2024	01/06/2025	01/25/2025	101398253	ODP BUS SOL LLC # 101165	215.98	Office supplies for EMS Staff
6248-20	JPMV	JOSSELYN SUAREZ	144610	EMS	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	12/23/2024	12/24/2024	01/06/2025	01/25/2025	101398098	AMAZON.COM*ZE4IS0GX2	399.99	TV for EMS Station
6250-21	JPMV	JOSSELYN SUAREZ	144610	EMS	HOUSEHOLD AND INSTITUTIONAL SUPPLIES	12/26/2024	12/27/2024	01/06/2025	01/25/2025	101398094	AMAZON MKTPL*Z92WA19P1	71.98	HOUSEHOLD ITEM FOR EMS STATION
6250-22	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER OPERATING SUPPLIES	12/26/2024	12/27/2024	01/06/2025	01/25/2025	101398099	AMAZON.COM*ZE7TA29F2	99.99	HOUSEHOLD ITEM FOR EMS STATION
6232-32	JPMV	JOSSELYN SUAREZ	144610	EMS	OFFICE SUPPLIES GENERAL	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398596	AMAZON MKTPL*ZX65S0D72	63.99	Office supplies
6241-17	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER MISCELLANEOUS SERVICES	12/13/2024	12/13/2024	01/07/2025	01/25/2025	101398541	AMAZON MKTPL*Z12D46N32	66.24	Security Doorbell for EMS Station
6245-18	JPMV	JOSSELYN SUAREZ	144610	EMS	OTHER MISCELLANEOUS SERVICES	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398597	CFX VES WEBSITE	10.40	TOLL FOR EMS VEHICLE
6246-34	JPMV	JOSSELYN SUAREZ	144610	EMS	POSTAGE FREIGHT AND UPS	12/19/2024	12/20/2024	01/07/2025	01/25/2025	101398462	PUBLIX #811	292.00	Stamps for EMS staff
6247-21	JPMV	JOSSELYN SUAREZ	144610	EMS	MINOR OFFICE EQUIPMENT	12/23/2024	12/23/2024	01/07/2025	01/25/2025	101398546	AMAZON MKTPL*ZE43N61E2	14.78	Office Supply
6241-26	JPMV	JOSSELYN SUAREZ	144505	EMS HELICOPTER	MARKETING AND PROMOTIONAL	12/13/2024	12/13/2024	01/06/2025	01/25/2025	101398225	AMAZON MKTPL*Z123E7LQ2	109.00	Wireless microphones for communications team
6242-40	JPMV	JOSSELYN SUAREZ	144505	EMS HELICOPTER	MARKETING AND PROMOTIONAL	12/14/2024	12/16/2024	01/06/2025	01/25/2025	101398226	AMAZON MKTPL*ZX2LF5GZ1	856.95	Camera for communications team at EMS
6243-16	JPMV	JESSICA ARENCIBIA	144505	EMS HELICOPTER	AVIATION R AND M	12/17/2024	12/17/2024	01/06/2025	01/25/2025	101398231	AVIALL *MIAMI	808.59	Maintain Helicopter Operations
6232-42	JPMV	JESSICA ARENCIBIA	144505	EMS HELICOPTER	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398506	ADOBE *ADOBE	239.88	Maintain Helicopter Operations
6242-61	JPMV	CHRISTINE BONI	144396	EMS TOWER LEASE	OUT OF COUNTY TRAVEL REGULAR BUSINESS	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398422	HILTON GARDEN INN PALM CO	330.00	Public Safety Meeting/Workshop
6247-44	JPMV	CHRISTINE BONI	144396	EMS TOWER LEASE	MINOR OFFICE FURNITURE	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398419	ODP BUS SOL LLC # 100188	279.99	Day to Day Operations
6221-37	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/26/2024	11/27/2024	12/19/2024	12/25/2024	101396007	JOHN M ELLSWORTH CO INC	109.71	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6222-33	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/27/2024	11/29/2024	12/19/2024	12/25/2024	101396008	SQ *FLASH EQUIPMENT	91.11	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-10	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/06/2024	12/09/2024	12/19/2024	01/25/2025	101395999	AMZN MKTP US	(258.00)	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-12	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/06/2024	12/09/2024	12/19/2024	01/25/2025	101396001	AUSTIN HARDWARE & SUPP	75.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6229-7	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	12/19/2024	01/25/2025	101395996	AMAZON RETA* ZR3WG67R0	168.48	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-8	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	12/19/2024	01/25/2025	101396000	AMZN MKTP US*ZX0LJ5ON0	37.11	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-9	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/11/2024	12/19/2024	01/25/2025	101395997	AMAZON RETA* ZX02Z5FP0	96.05	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-10	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	12/19/2024	01/25/2025	101395998	AMAZON RETA* ZX5K94OB0	88.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-6	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	12/19/2024	01/25/2025	101396003	BIG TEX TRAILERS	908.45	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-4	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/12/2024	12/19/2024	01/25/2025	101395995	AMAZON MKTPL*ZX3VJ56V2	19.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-11	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/13/2024	12/16/2024	12/19/2024	01/25/2025	101395994	THE BATTERY STORE	1,050.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6229-19	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/09/2024	12/10/2024	12/30/2024	01/25/2025	101397252	TRANSPORTATION CONTROL	1,743.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-23	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	12/30/2024	01/25/2025	101397253	TRANSPORTATION CONTROL	1,743.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6214-43	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/15/2024	11/18/2024	01/02/2025	12/25/2024	101397589	ALLENS AUTO PARTS	40.75	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6220-10	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	11/25/2024	11/26/2024	01/02/2025	12/25/2024	101397591	AMZN MKTP US*OG8KY5SO3	36.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6224-13	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/02/2024	12/03/2024	01/02/2025	01/25/2025	101397655	AMAZON.COM*ZL6PN3XL2	295.96	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - P.FOSTER
6225-39	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/03/2024	12/04/2024	01/02/2025	01/25/2025	101397580	HYDRAULIC SUPPLY COMPA	45.40	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6227-8	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/04/2024	12/06/2024	01/02/2025	01/25/2025	101397672	WHEELER FLEET SOLUTIONS	(592.49)	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6227-22	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397670	AMZN MKTP US*ZR0PS0ZH2	69.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6227-37	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397656	AMZN MKTP US*ZR7JO9ZT2	67.87	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - P.FOSTER
6227-2	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397665	AMAZON MKTPL*ZR7OF1A72	52.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-24	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/10/2024	12/11/2024	01/03/2025	01/25/2025	101397844	DITCH WITCH FORT LAUDERDA	387.55	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-6	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/12/2024	01/03/2025	01/25/2025	101397828	AMAZON RETA* ZX36B0922	230.53	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-23	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/12/2024	01/03/2025	01/25/2025	101397845	EVERGLADES EQUIP GROUP	40.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6241-29	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/12/2024	12/13/2024	01/03/2025	01/25/2025	101397846	EVERGLADES EQUIP GROUP	5.16	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6243-13	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/16/2024	12/17/2024	01/03/2025	01/25/2025	101397848	SAWYERS OUTBOARD	78.27	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6244-17	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/03/2025	01/25/2025	101397838	AMAZON MKTPL*Z17GO96F0	118.71	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6244-18	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/17/2024	12/18/2024	01/03/2025	01/25/2025	101397836	AMAZON MKTPL*Z10028Q40	128.07	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6246-20	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/03/2025	01/25/2025	101397842	AMAZON.COM*Z969N1LI0	24.99	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6246-21	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/03/2025	01/25/2025	101397841	AMAZON.COM*Z93GM3HK2	12.99	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6246-22	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/03/2025	01/25/2025	101397840	AMAZON MKTPL*Z99NR2CB0	9.99	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6246-23	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/03/2025	01/25/2025	101397834	D AND D MACHINE AND HYDRA	1,520.00	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6246-18	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/03/2025	01/25/2025	101397847	THE BATTERY STORE	246.00	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6250-12	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/27/2024	12/27/2024	01/03/2025	01/25/2025	101397843	AMAZON.COM*Z99Y42UO1	34.02	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-11	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/05/2024	12/09/2024	01/06/2025	01/25/2025	101398217	MCMASTER-CARR	19.43	FREIGHT
6228-13	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/06/2024	12/09/2024	01/06/2025	01/25/2025	101398219	PARTZILLA	41.59	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-5	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/07/2024	12/09/2024	01/06/2025	01/25/2025	101398125	FRAUD CREDIT	(167.04)	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-57	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE EQUIPMENT R AND M	12/10/2024	12/11/2024	01/06/2025	01/25/2025	101398175	SP ATLAS PHONES	344.42	FREIGHT
6232-2	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/12/2024	12/12/2024	01/06/2025	01/25/2025	101398124	DISPUTE REBILL	167.04	NOT VALID
6232-57	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/12/2024	12/12/2024	01/06/2025	01/25/2025	101398139	SUNPASS*ACC119516381	6.53	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-5	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398215	HARBOR FREIGHT TOOLS3059	218.79	FLEET TOOL TO MAINTAIN EQUIPMENT - ANDY ALVAREZ
6232-3	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398216	HARBOR FREIGHT TOOLS3059	(13.80)	FLEET TOOL TO MAINTAIN EQUIPMENT - ANDY ALVAREZ
6241-7	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/12/2024	12/13/2024	01/06/2025	01/25/2025	101398213	EVERGLADES EQUIP GROUP	10.48	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6241-19	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/13/2024	01/06/2025	01/25/2025	101398167	RELIABLE TRANSMISSION SER	1,644.94	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-4	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398117	AMAZON MKTPL*Z13ID11G2	174.06	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-12	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/14/2024	12/16/2024	01/06/2025	01/25/2025	101398159	AMAZON MKTPL*Z186A8M92	24.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-20	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/16/2024	12/16/2024	01/06/2025	01/25/2025	101398168	AMAZON MKTPL*Z11NY6JN0	139.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-21	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OTHER OPERATING SUPPLIES	12/15/2024	12/16/2024	01/06/2025	01/25/2025	101398169	AMAZON MKTPL*ZX93R4Q11	64.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-38	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398203	AMZN MKTP US*ZX4RA1A81	106.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-66	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398263	US TRANSPORT NAPLES	431.57	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-68	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398264	US TRANSPORT NAPLES	418.18	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-99	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR DATA PROCESSING EQUIPMENT	12/14/2024	12/16/2024	01/06/2025	01/25/2025	101398176	AMAZON MKTPL*ZX9LJ0MP1	16.50	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-100	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	LICENSES AND PERMITS	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398177	PMT*FL LICENSE/TAG/ASMT	361.47	TAG TITLE REGISTRATION
6243-11	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398205	BOB DEAN SUPPLY INC	202.16	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6243-12	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398210	ADVANCE AUTO PARTS #9274	64.69	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6243-25	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	COMPUTER SOFTWARE	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398140	HELM-FORD DIAG SOFTWARE	750.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6244-14	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/17/2024	12/18/2024	01/06/2025	01/25/2025	101398211	AMAZON MKTPL*Z12JI7A11	16.50	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6244-24	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/17/2024	12/18/2024	01/06/2025	01/25/2025	101398265	US TRANSPORT FORT MYERS	412.00	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6245-2	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398121	AMZN MKTP US*Z98AY30D2	178.16	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6245-5	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398220	TRUCK PRO #094	343.52	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6245-32	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE SUPPLIES GENERAL	12/19/2024	12/19/2024	01/06/2025	01/25/2025	101398178	AMAZON MKTPL*Z19QP7831	13.85	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6245-33	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OFFICE FURNITURE	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398179	AMZN MKTP US*Z93W35V92	125.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6245-35	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	LICENSES AND PERMITS	12/17/2024	12/19/2024	01/06/2025	01/25/2025	101398180	PMT*FL LICENSE/TAG/ASMT	361.47	TAG TITLE REGISTRATION
6246-1	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398127	WALMART.COM 8009256278	94.56	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6246-2	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398119	AMAZON RETA* Z968N2L90	274.68	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6246-3	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/20/2024	12/20/2024	01/06/2025	01/25/2025	101398160	AMZN MKTP US*Z92LU3N20	204.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6246-4	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398221	WALMART.COM 8009256278	81.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6246-46	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/18/2024	12/20/2024	01/06/2025	01/25/2025	101398141	NAPLES AUTO TRUCK VAN LLC	525.00	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6246-47	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/18/2024	12/20/2024	01/06/2025	01/25/2025	101398142	NAPLES AUTO TRUCK VAN LLC	525.00	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6246-16	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398214	ALLENS AUTO PARTS	110.91	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6247-9	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398123	AUTOZONE # 4837	253.98	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6248-1	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/22/2024	12/24/2024	01/06/2025	01/25/2025	101398120	AMAZON RETA* Z968N2L90	(274.68)	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6248-8	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/23/2024	12/24/2024	01/06/2025	01/25/2025	101398260	EVERGLADES EQUIP GROUP	503.15	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6248-17	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OTHER OPERATING SUPPLIES	12/24/2024	12/24/2024	01/06/2025	01/25/2025	101398143	SUNPASS*ACC106030542	13.75	SUN PASS CC2-914
6248-24	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/24/2024	12/24/2024	01/06/2025	01/25/2025	101398254	AMAZON MKTPL*ZE9CC5BN2	608.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6249-12	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/24/2024	12/26/2024	01/06/2025	01/25/2025	101398271	CFX - VES SERVICE CTR	4.56	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6249-16	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/24/2024	12/26/2024	01/06/2025	01/25/2025	101398256	HYDRAULIC SUPPLY COMPA	122.70	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6250-19	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE SUPPLIES GENERAL	12/27/2024	12/27/2024	01/06/2025	01/25/2025	101398182	AMAZON MKTPL*Z902W5U91	30.53	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6228-89	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/07/2024	12/09/2024	01/07/2025	01/25/2025	101398595	HYDRAULIC SUPPLY COMPA	39.39	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6231-28	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/11/2024	01/07/2025	01/25/2025	101398369	AMAZON MARK* ZX65I7ZD0	77.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-21	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398579	B & L HDWE	16.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-24	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398370	AMAZON MARK* ZX7UP1KC2	5.58	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6232-41	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398427	AMAZON MKTPL*ZR4KE8UV1	80.78	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - M.SCHILLER
6241-42	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398430	AMAZON MKTPL*ZR7Q52YG1	130.68	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - A.ALVAREZ
6241-62	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398512	AMAZON MKTPL*ZX1Y01V10	79.00	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - G.GEUSS
6242-46	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398374	AMAZON MKTPL*ZX1EM60A1	37.99	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6242-72	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398437	AMAZON MKTPLACE PMTS	(23.39)	FLEET TOOL TO MAINTAIN EQUIPMENT - M.SCHILLER
6242-73	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/14/2024	12/16/2024	01/07/2025	01/25/2025	101398438	AMAZON MKTPL*ZX9F89BJ1	138.00	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - A.ALVAREZ
6243-14	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/16/2024	12/17/2024	01/07/2025	01/25/2025	101398373	AMAZON MKTPL*Z12R35GL0	38.54	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6244-19	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/18/2024	12/18/2024	01/07/2025	01/25/2025	101398372	AMAZON MKTPL*Z10C831S1	87.45	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6245-21	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M OUTSIDE VENDORS	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398556	US TRANSPORT FORT MYERS	(0.51)	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6245-22	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398443	AMAZON MKTPL*Z13XQ6II0	165.33	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - M.SCHILLER
6245-34	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	OFFICE SUPPLIES GENERAL	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398549	AMAZON MKTPL*Z19T37KE0	35.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6245-45	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398513	HYDRAULIC SUPPLY COMPA	123.14	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6246-24	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/07/2025	01/25/2025	101398517	EVERGLADES EQUIP GROUP	79.26	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6246-25	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/19/2024	12/20/2024	01/07/2025	01/25/2025	101398519	EVERGLADES EQUIP GROUP	74.35	FLEET ITEMS TO MAINTAIN COUNTY OWNED EQUIPMENT
6247-16	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/22/2024	12/23/2024	01/07/2025	01/25/2025	101398498	AMAZON MKTPL*ZE3DL1AL2	155.98	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6247-17	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398590	EVERGLADES EQUIP GROUP	95.78	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6247-33	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398580	B & L HDWE	11.96	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6247-39	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	MINOR OPERATING EQUIPMENT	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398363	THE HOME DEPOT #6348	399.00	FLEET TOOL NEEDED TO MAINTAIN EQUIPMENT - K.DOAN
6247-34	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/21/2024	12/23/2024	01/07/2025	01/25/2025	101398375	HYDRAULIC SUPPLY COMPA	33.64	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6252-3	JPMV	KARLA NICOL	122410	FLEET MGMT ADMIN	FLEET R AND M INVENTORY	12/30/2024	12/31/2024	01/08/2025	01/25/2025	101398929	EH WACHS	2,918.91	FLEET ITEMS NEEDED TO MAINTAIN COUNTY EQUIPMENT
6251-34	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER OPERATING SUPPLIES	12/29/2024	12/30/2024	01/03/2025	01/25/2025	101397820	AMAZON MKTPL*ZE1E41321	397.86	SUPPORT SERVICE DELIVERY
6232-59	JPMV	KEYSA JORGE	156313	G GATE AQUATIC	OTHER CONTRACTUAL SERVICES	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398097	FITNESSMITH	2,986.30	SUPPORT SERVICE DELIVERY
6231-52	JPMV	CHRISTINE SCHAAL	157710	G GATE COMM CENTER	ATHLETIC COURT AND BALL FIELD MAINT	12/10/2024	12/11/2024	01/07/2025	01/25/2025	101398394	PAYPAL *LASERBATTLE	1,690.00	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6232-53	JPMV	CHRISTINE SCHAAL	157710	G GATE COMM CENTER	FOOD OPERATING SUPPLIES	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398338	WM SUPERCENTER #5055	305.75	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6214-11	JPMV	TARA CASTILLO	163608	GM GIS SYSTEM	OTHER OPERATING SUPPLIES	11/17/2024	11/18/2024	12/31/2024	12/25/2024	101397321	ODP BUS SOL LLC # 101165	140.37	supplies needed for office staff use
6219-29	JPMV	MARIANA ST. SURIN	121640	GROUP HEALTH & LIFE	MINOR OFFICE FURNITURE	11/21/2024	11/25/2024	12/27/2024	12/25/2024	101397164	OFFICE DEPOT #1165	499.99	OFFICE CHAIR FOR DAILY OPERATIONS
6212-50	JPMV	MARIANA ST. SURIN	121640	GROUP HEALTH & LIFE	OTHER TRAINING EDUCATIONAL EXPENSES	11/13/2024	11/14/2024	01/02/2025	12/25/2024	101397606	CPR*NATIONALCPR	8.96	MEMBERSHIP RENEWALS
6229-13	JPMV	MARIANA ST. SURIN	121640	GROUP HEALTH & LIFE	MINOR OPERATING EQUIPMENT	12/09/2024	12/10/2024	01/07/2025	01/25/2025	101398520	SP NASCO HEALTHCARE	181.80	FREIGHT
6228-37	JPMV	JULISSA PEREZ	121810	HR ADMIN	OTHER OPERATING SUPPLIES	12/08/2024	12/09/2024	01/07/2025	01/25/2025	101398344	AMAZON MKTPL*ZR44T1Y32	81.52	For January Employee Recognition
6244-12	JPMV	JULISSA PEREZ	121810	HR ADMIN	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398346	DOLLAR TREE	35.00	PURCHASE SUPPLIES FOR SUPERVISORY TRAINING
6247-31	JPMV	JULISSA PEREZ	121810	HR ADMIN	OTHER TRAINING EDUCATIONAL EXPENSES	12/21/2024	12/23/2024	01/07/2025	01/25/2025	101398349	AMAZON MKTPL*Z96VU9YA2	411.09	Supplies for Supervisory Training
6229-24	JPMV	JULISSA PEREZ	121810	HR ADMIN	OTHER TRAINING EDUCATIONAL EXPENSES	12/09/2024	12/10/2024	01/06/2025	01/25/2025	101398266	AMAZON MKTPL*ZR03T7610	9.99	For Supervisory Training
6242-63	JPMV	JULISSA PEREZ	121810	HR ADMIN	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398267	4 ALL PROMOS	428.24	PURCHASE PROMOTIONAL ITEMS FOR NEW HIRE ORIENTATION
6231-40	JPMV	JULISSA PEREZ	121810	HR ADMIN	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	12/10/2024	12/11/2024	01/07/2025	01/25/2025	101398533	PMTRAINING	148.00	FOR PM TRAINING
6245-20	JPMV	JULISSA PEREZ	121810	HR ADMIN	FOOD OPERATING SUPPLIES	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398535	WAL-MART #1119	36.66	PURCHASE FOR SUPERVISORY DECEMBER TRAINING
6245-42	JPMV	JULISSA PEREZ	121810	HR ADMIN	DUES AND MEMBERSHIPS	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398531	SHRM CERTIFICATION	135.00	SHRM RECERTIFICATION - KAT STAUFFER
6227-29	JPMV	KEYSA JORGE	156349	IMM AQUATIC	OTHER MISCELLANEOUS SERVICES	12/05/2024	12/06/2024	12/20/2024	01/25/2025	101396132	WM SUPERCENTER #5391	334.04	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6241-36	JPMV	KEYSA JORGE	156349	IMM AQUATIC	CLOTHING AND UNIFORM PURCHASES	12/12/2024	12/13/2024	01/06/2025	01/25/2025	101398251	SP DESIGNS & MFG	525.72	UNIFORMS FOR STAFF
6242-53	JPMV	KEYSA JORGE	156349	IMM AQUATIC	FOOD OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398246	LITTLE CAESARS 1516-0004	97.86	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6247-41	JPMV	KEYSA JORGE	156349	IMM AQUATIC	OTHER MISCELLANEOUS SERVICES	12/21/2024	12/23/2024	01/07/2025	01/25/2025	101398385	CATABELLA EXPRESS, LLC	2,815.68	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6232-46	JPMV	KELLY GREEN	138324	IMM REDEVELOP	FOOD OPERATING SUPPLIES	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398603	DUNKIN #359754	27.98	REFRESHMENTS FOR CRA/MSTU MEETING ON 12/11/24.
6229-17	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	OTHER MISCELLANEOUS SERVICES	12/09/2024	12/10/2024	01/07/2025	01/25/2025	101398371	EMC OIL	147.50	MAINTAIN AIRPORT OPS & SVCS
6241-25	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	OTHER OPERATING SUPPLIES	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398554	AMZN MKTP US*ZX5DX9ZQ1	16.55	MAINTAIN AIRPORT OPS & SVCS
6242-35	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	OTHER OPERATING SUPPLIES	12/14/2024	12/16/2024	01/07/2025	01/25/2025	101398559	AMAZON MKTPL*ZX9B01WN0	38.60	MAINTAIN AIRPORT OPS & SVCS
6242-36	JPMV	TARA CASTILLO	192330	IMM REGIONAL AIRPORT	OTHER OPERATING SUPPLIES	12/14/2024	12/16/2024	01/07/2025	01/25/2025	101398560	AMAZON MKTPL*ZX6LB09L0	9.88	MAINTAIN AIRPORT OPS & SVCS
6221-21	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/25/2024	11/27/2024	12/30/2024	12/25/2024	101397230	FLORIDA REDEVELOPMENT	50.00	FRA BUS TOUR TICKET - Y. BLAIR
6225-3	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	FOOD OPERATING SUPPLIES	12/03/2024	12/04/2024	12/30/2024	01/25/2025	101397231	WINN-DIXIE #0751	119.80	REFRESHMENTS FOR ANNUAL TREE LIGHTING EVENT
6225-4	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	ORGANIZATIONAL DEVELOPMENT	12/03/2024	12/04/2024	12/30/2024	01/25/2025	101397232	EB *RISE AMP SHINE HOL	23.18	CHAMBER BREAKFAST MEETING - C. BETANCOURT
6226-7	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/05/2024	12/05/2024	12/30/2024	01/25/2025	101397233	SUNPASS*ACC96933565	9.11	TOLL CHARGE - C. BETANCOURT TRAVEL TO FRA CONFERENCE
6226-8	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	ORGANIZATIONAL DEVELOPMENT	12/04/2024	12/05/2024	12/30/2024	01/25/2025	101397234	EB *RISE AMP SHINE HOL	23.18	CHAMBER BREAKFAST MEETING - J. DUNNUCK
6227-11	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	12/31/2024	01/25/2025	101397281	FAMILY DOLLAR	13.50	SUPPLIES FOR ANNUAL TREE LIGHTING EVENT
6208-7	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/06/2024	11/08/2024	01/02/2025	12/25/2024	101397613	FLORIDA REDEVELOPMENT	(345.00)	CREDIT FOR CX FRA CONFERENCE - P. GOODNIGHT
6208-8	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/06/2024	11/08/2024	01/02/2025	12/25/2024	101397614	FLORIDA REDEVELOPMENT	(345.00)	CREDIT FOR CX FRA CONFERENCE - B. BARNHART
6232-10	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	FOOD OPERATING SUPPLIES	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398259	PUBLIX #1252	489.40	Lunches for joint CRA meeting
6232-11	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	FOOD OPERATING SUPPLIES	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398261	WINN-DIXIE #0751	27.94	REFRESHMENTS FOR ADVISORY BOARD MEETING - 12.11.2024
6250-7	JPMV	KELLY GREEN	163805	IMMOK RD & SR 29	DUES AND MEMBERSHIPS	12/26/2024	12/27/2024	01/06/2025	01/25/2025	101398262	DNH*GODADDY#3489854697	203.88	Website renewal- Immokalee CRA
6227-10	JPMV	CHRISTINE SCHAAL	156385	IMMOK S COMM PARK	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	12/27/2024	01/25/2025	101397172	WAL-MART #5391	330.34	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6215-22	JPMV	KELLY GREEN	138920	IMPACT FEE ADMIN	OFFICE SUPPLIES GENERAL	11/18/2024	11/19/2024	12/31/2024	12/25/2024	101397292	AMAZON MKTPL*7R8JN2FE3	198.99	Supplies necessary for daily operations
6244-30	JPMV	PAULO MARTINS	121155	IT ADMIN	OFFICE SUPPLIES GENERAL	12/17/2024	12/18/2024	01/06/2025	01/25/2025	101398185	AMAZON MKTPL*Z12H22Z01	227.94	assist SD staff with daily duties
6247-53	JPMV	PAULO MARTINS	121155	IT ADMIN	OFFICE SUPPLIES GENERAL	12/22/2024	12/23/2024	01/06/2025	01/25/2025	101398227	AMAZON MKTPL*Z983800S1	286.18	assist staff with daily duties
6247-54	JPMV	PAULO MARTINS	121155	IT ADMIN	MINOR OFFICE EQUIPMENT	12/21/2024	12/23/2024	01/06/2025	01/25/2025	101398228	AMAZON MKTPL*Z95G85FW1	227.94	assist SD staff with daily duties
6247-55	JPMV	PAULO MARTINS	121155	IT ADMIN	OTHER OPERATING SUPPLIES	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398230	AMAZON MKTPL*Z19R379K1	19.99	assist SD staff with daily duties
6247-56	JPMV	PAULO MARTINS	121155	IT ADMIN	COMPUTER SOFTWARE	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398550	ATLASSIAN STATUSPAGE	99.00	assist staff with daily duties
6211-38	JPMV	PAULO MARTINS	121161	IT CYBERSECURITY	OFFICE SUPPLIES GENERAL	11/12/2024	11/13/2024	12/31/2024	12/25/2024	101397296	AMAZON MKTPL*1I6HW2SU3	176.56	assist staff with daily duties
6216-51	JPMV	PAULO MARTINS	121157	IT INFRASTRUCTURE	OTHER OPERATING SUPPLIES	11/19/2024	11/20/2024	12/31/2024	12/25/2024	101397338	WEB*NETWORKSOLUTIONS	74.15	ASSIST STAFF WITH DAILY DUTIES
6223-22	JPMV	PAULO MARTINS	121157	IT INFRASTRUCTURE	MINOR DATA PROCESSING EQUIPMENT	11/30/2024	12/02/2024	12/31/2024	01/25/2025	101397339	WEB*NETWORKSOLUTIONS	50.97	ASSIST STAFF WITH DAILY DUTIES
6215-27	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	11/18/2024	11/19/2024	01/02/2025	12/25/2024	101397653	DATA AXLE-CITYDIRECTORIES	592.80	MAINTAIN LIBRARY OPERATIONS
6227-52	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397654	DATA AXLE-CITYDIRECTORIES	(37.80)	TO MAINTAIN LIBRARY SERVICES OPERATIONS
6232-62	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/11/2024	12/12/2024	01/03/2025	01/25/2025	101397767	AMAZON.COM*ZR8UY2IU1	379.88	To Maintain Library Operations
6232-63	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/11/2024	12/12/2024	01/03/2025	01/25/2025	101397768	AMAZON.COM*ZR30869B1	19.99	To Maintain Library Operations
6232-64	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/11/2024	12/12/2024	01/03/2025	01/25/2025	101397769	AMAZON.COM*ZX8IV43U0	123.60	To Maintain Library Operations
6232-65	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/11/2024	12/12/2024	01/03/2025	01/25/2025	101397771	AMAZON.COM*ZR19V26Q1	255.48	To Maintain Library Operations
6241-63	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/12/2024	12/13/2024	01/03/2025	01/25/2025	101397777	AMAZON.COM*ZX4OJ1G80	406.94	To Maintain Library Operations
6242-108	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/15/2024	12/16/2024	01/03/2025	01/25/2025	101397779	AMAZON.COM*ZX0OB58C1	21.98	To Maintain Library Operations
6242-109	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/15/2024	12/16/2024	01/03/2025	01/25/2025	101397781	AMAZON.COM*Z10QB9HC2	10.99	To Maintain Library Operations
6242-111	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397785	AMAZON.COM*ZX3PR50K1	113.27	To Maintain Library Operations
6244-41	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/18/2024	12/18/2024	01/03/2025	01/25/2025	101397786	AMAZON.COM*Z10UE5P91	12.58	To Maintain Library Operations
6244-42	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/18/2024	12/18/2024	01/03/2025	01/25/2025	101397788	AMAZON.COM*Z15GN7SK0	1,308.89	To Maintain Library Operations
6244-44	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/17/2024	12/18/2024	01/03/2025	01/25/2025	101397791	AMAZON.COM*Z96938ZW2	31.46	To Maintain Library Operations
6244-45	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/17/2024	12/18/2024	01/03/2025	01/25/2025	101397792	AMAZON.COM*Z13I74JD1	72.80	To Maintain Library Operations
6244-46	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/17/2024	12/18/2024	01/03/2025	01/25/2025	101397793	AMAZON.COM*Z178M4550	168.00	To Maintain Library Operations
6245-46	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/18/2024	12/19/2024	01/03/2025	01/25/2025	101397794	AMAZON.COM*Z134932Y0	8.98	To Maintain Library Operations
6245-47	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/18/2024	12/19/2024	01/03/2025	01/25/2025	101397795	AMAZON.COM*Z11ET6PH1	134.94	To Maintain Library Operations
6246-49	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/19/2024	12/20/2024	01/03/2025	01/25/2025	101397796	AMAZON.COM*Z972W25P2	172.15	To Maintain Library Operations
6247-69	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/21/2024	12/23/2024	01/03/2025	01/25/2025	101397799	AMAZON.COM*Z91XN9MU0	33.80	To Maintain Library Operations
6247-70	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/21/2024	12/23/2024	01/03/2025	01/25/2025	101397800	AMAZON.COM*Z94294MT0	72.96	To Maintain Library Operations
6247-71	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/20/2024	12/23/2024	01/03/2025	01/25/2025	101397803	AMAZON.COM*Z15X429Y1	42.04	To Maintain Library Operations

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6247-72	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/20/2024	12/23/2024	01/03/2025	01/25/2025	101397805	AMAZON.COM*Z978D03Z0	11.52	To Maintain Library Operations
6242-112	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	01/07/2025	01/25/2025	101398407	ODP BUS SOL LLC # 101165	72.52	SUPPORTS SERVICE DELIVERY
6244-43	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	BOOKS PUBLICATIONS AND LIBRARY MATERIAL	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398408	REI*MATTHEW BENDER &CO	366.31	TO MAINTAIN LIBRARY SERVICES OPERATIONS
6225-28	JPMV	YAHAIRA MAGEE	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	12/03/2024	12/04/2024	12/20/2024	01/25/2025	101396104	AMAZON MKTPL*ZL09C8421	36.01	To maintain SI Operations and Services
6209-48	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	11/08/2024	11/11/2024	12/30/2024	12/25/2024	101397227	ODP BUS SOL LLC # 101165	168.90	MAINTAIN LIBRARY OPERATIONS
6212-49	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	MINOR OFFICE FURNITURE	11/13/2024	11/14/2024	12/30/2024	12/25/2024	101397228	THE LIBRARY STORE	2,163.78	MAINTAIN LIBRARY OPERATIONS
6219-15	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	11/22/2024	11/25/2024	12/30/2024	12/25/2024	101397213	ODP BUS SOL LLC # 101165	54.78	To Maintain Library Operations
6219-16	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	11/22/2024	11/25/2024	12/30/2024	12/25/2024	101397214	ODP BUS SOL LLC # 101127	3.11	To Maintain Library Operations
6221-19	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	11/25/2024	11/27/2024	12/30/2024	12/25/2024	101397215	ODP BUS SOL LLC # 106876	9.46	MAINTAIN LIBRARY OPERATIONS
6222-12	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	11/25/2024	11/29/2024	12/30/2024	12/25/2024	101397216	ODP BUS SOL LLC # 101165	166.19	SUPPORT SERVICES DELIVERY
6224-14	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	MINOR OFFICE FURNITURE	11/26/2024	12/03/2024	12/30/2024	01/25/2025	101397229	THE LIBRARY STORE	(2,163.78)	TO MAINTAIN LIBRARY SERVICES OPERATIONS
6217-68	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	FOOD OPERATING SUPPLIES	11/20/2024	11/21/2024	12/31/2024	12/25/2024	101397285	PUBLIX SUPERMARKETS #1434	31.29	To enhance quality of youth Library Programs
6219-20	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	11/21/2024	11/25/2024	12/31/2024	12/25/2024	101397264	OTC BRANDS *OTC BRANDS	25.90	SUPPORT PROGRAM SERVICES DELIVERY
6219-38	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OTHER OPERATING SUPPLIES	11/22/2024	11/25/2024	12/31/2024	12/25/2024	101397295	PAPA JOHN'S #0351	176.65	SUPPORT PROGRAM SERVICES DELIVERY
6220-5	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	11/25/2024	11/26/2024	12/31/2024	12/25/2024	101397265	WM SUPERCENTER #5391	24.58	SUPPORT PROGRAM SERVICES DELIVERY
6227-50	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	12/04/2024	12/06/2024	12/31/2024	01/25/2025	101397286	ODP BUS SOL LLC # 105910	13.19	To Maintain Library Operations
6227-51	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	FOOD OPERATING SUPPLIES	12/05/2024	12/06/2024	12/31/2024	01/25/2025	101397287	WALMART.COM	106.76	TO MAINTAIN LIBRARY SERVICES OPERATIONS
6225-5	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	FOOD OPERATING SUPPLIES	12/03/2024	12/04/2024	01/02/2025	01/25/2025	101397582	WM SUPERCENTER #5391	18.78	SUPPORT PROGRAM SERVICES
6226-10	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	FOOD OPERATING SUPPLIES	12/04/2024	12/05/2024	01/02/2025	01/25/2025	101397584	AMAZON.COM*ZL9F65GK1	22.74	SUPPORT PROGRAM SERVICES
6226-56	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OTHER OPERATING SUPPLIES	12/03/2024	12/05/2024	01/03/2025	01/25/2025	101397766	PAYPAL *EXPLORITECH	170.00	SUPPORT SERVICE DELIVERY
6228-95	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	12/04/2024	12/09/2024	01/06/2025	01/25/2025	101398275	ODP BUS SOL LLC # 101165	8.91	To Maintain Library Operations
6242-62	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398218	PUBLIX #676	83.02	To Maintain Library Operations
6242-106	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	FOOD OPERATING SUPPLIES	12/14/2024	12/16/2024	01/06/2025	01/25/2025	101398276	DOLLAR TREE	18.75	TO MAINTAIN LIBRARY SERVICES OPERATIONS
6246-17	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	COMPUTER SOFTWARE	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398243	ADOBE *ADOBE	659.88	Maintain Library operations
6228-22	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OTHER OPERATING SUPPLIES	12/05/2024	12/09/2024	01/07/2025	01/25/2025	101398500	ODP BUS SOL LLC # 101165	198.68	To Maintain Library Operations
6232-55	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398522	IN *NAPLES ENGRAVING	30.00	black gold sign tribute to Jean Dunn
6241-30	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398545	WM SUPERCENTER #2237	153.34	TO MAINTAIN LIBRARY SERVICES OPERATIONS
6246-42	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	LIBRARY SUPPLIES GENERAL	12/19/2024	12/20/2024	01/07/2025	01/25/2025	101398521	AMAZON MKTPL*Z99453532	25.56	To Maintain Museum Operations
6246-43	JPMV	DEBRA SICILIANO	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	12/18/2024	12/20/2024	01/07/2025	01/25/2025	101398524	ODP BUS SOL LLC # 101165	151.96	To Maintain Library Operations
6247-45	JPMV	YAHAIRA MAGEE	156100	LIBRARY ADMIN	OFFICE SUPPLIES GENERAL	12/22/2024	12/23/2024	01/07/2025	01/25/2025	101398588	AMAZON MKTPL*ZE0UE4AD2	95.92	To maintain SI Operations and Services
6221-52	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	LICENSES AND PERMITS	11/26/2024	11/27/2024	12/20/2024	12/25/2024	101396133	NIC*-DEPT BUS & PROF R	200.00	TASK 52302 - LICENSES TO OPERATE COUNTY FACILITIES
6225-11	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	12/02/2024	12/04/2024	12/27/2024	01/25/2025	101397159	THE HOME DEPOT #6348	26.74	TASK 59108 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6225-12	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/02/2024	12/04/2024	12/27/2024	01/25/2025	101397160	THE HOME DEPOT #6348	65.61	TASK 59108 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6226-24	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	12/03/2024	12/05/2024	12/27/2024	01/25/2025	101397161	THE HOME DEPOT #6348	33.68	TASK 60071 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6219-33	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	11/23/2024	11/25/2024	12/31/2024	12/25/2024	101397322	THE HOME DEPOT #6348	135.96	TASK 52633 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6221-48	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/26/2024	11/27/2024	12/31/2024	12/25/2024	101397357	NAPLES LUMBER AND SUPPLY	38.50	TASK 60486 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6226-42	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/04/2024	12/05/2024	12/31/2024	01/25/2025	101397358	GRILL & FILL EAST STORE	74.00	SUPPLIES FOR DAILY OPERATIONS
6209-66	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	11/08/2024	11/11/2024	01/02/2025	12/25/2024	101397612	LOWES #00613*	(195.51)	FULL CREDIT FOR TRANS 6209-70
6217-60	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	11/19/2024	11/21/2024	01/02/2025	12/25/2024	101397574	THE HOME DEPOT #6348	57.21	SUPPLIES FOR REPAIRS
6217-74	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	11/19/2024	11/21/2024	01/02/2025	12/25/2024	101397576	HANSEN ELECTRICAL SUPPLY	50.13	TASK 53008 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6219-21	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	11/23/2024	11/25/2024	01/02/2025	12/25/2024	101397567	THE HOME DEPOT #6348	75.66	TASK 60606 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6223-3	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	11/29/2024	12/02/2024	01/02/2025	01/25/2025	101397568	THE HOME DEPOT #6348	25.74	TASK 61367 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6225-38	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/02/2024	12/04/2024	01/02/2025	01/25/2025	101397570	THE HOME DEPOT #6348	92.31	TASK 60895 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6228-88	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/05/2024	12/09/2024	01/03/2025	01/25/2025	101397807	THE HOME DEPOT #6348	88.84	TASK 60895 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6231-58	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/09/2024	12/11/2024	01/03/2025	01/25/2025	101397808	THE HOME DEPOT #0280	11.96	SUPPLIES FOR REPAIRS
6231-59	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/09/2024	12/11/2024	01/03/2025	01/25/2025	101397809	THE HOME DEPOT #6348	230.91	SUPPLIES FOR REPAIRS
6241-59	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/11/2024	12/13/2024	01/03/2025	01/25/2025	101397811	THE HOME DEPOT #0280	80.69	SUPPLIES FOR REPAIRS
6242-101	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397812	THE HOME DEPOT #0280	55.72	SUPPLIES FOR REPAIRS
6242-102	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397814	THE HOME DEPOT #6348	188.32	SUPPLIES FOR REPAIRS
6242-103	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/12/2024	12/16/2024	01/03/2025	01/25/2025	101397818	THE HOME DEPOT #6348	79.60	SUPPLIES FOR REPAIRS
6245-36	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/17/2024	12/19/2024	01/03/2025	01/25/2025	101397819	THE HOME DEPOT #6348	18.99	SUPPLIES FOR REPAIRS
6247-65	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/20/2024	12/23/2024	01/03/2025	01/25/2025	101397821	THE HOME DEPOT #6348	368.22	TASK 62915 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6247-66	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/19/2024	12/23/2024	01/03/2025	01/25/2025	101397822	THE HOME DEPOT #6348	51.61	TASK 62915 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6228-106	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/06/2024	12/09/2024	01/06/2025	01/25/2025	101398201	B & L HDWE	19.98	TASK 60530 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6228-15	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	12/05/2024	12/09/2024	01/06/2025	01/25/2025	101398240	THE HOME DEPOT #6348	189.09	SUPPLIES FOR REPAIRS
6228-90	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/06/2024	12/09/2024	01/06/2025	01/25/2025	101398081	SQ *ENEDY WELDING SERVICE	100.00	TASK 55217 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6229-35	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/09/2024	12/10/2024	01/06/2025	01/25/2025	101398082	SQ *ENEDY WELDING SERVICE	1,900.00	TASK 51366 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6229-25	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	WATER CONNECTION CHARGES	12/09/2024	12/10/2024	01/06/2025	01/25/2025	101398269	SUNSHINE ACE -GOLDEN GAT	12.99	SUPPLIES FOR REPAIRS
6231-11	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	12/07/2024	12/11/2024	01/06/2025	01/25/2025	101398241	THE HOME DEPOT #6348	94.36	SUPPLIES FOR REPAIRS
6231-31	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/07/2024	12/11/2024	01/06/2025	01/25/2025	101398147	THE HOME DEPOT #6348	84.61	SUPPLIES FOR REPAIRS
6231-33	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/10/2024	12/11/2024	01/06/2025	01/25/2025	101398257	MONTANA LETTERING INC	222.21	SUPPLIES FOR REPAIRS
6232-25	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398148	NATIONAL PLASTICS AND SEA	1,342.75	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6232-56	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/10/2024	12/12/2024	01/06/2025	01/25/2025	101398083	THE HOME DEPOT #6348	88.00	SUPPLIES FOR REPAIRS
6241-67	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/12/2024	12/13/2024	01/06/2025	01/25/2025	101398204	SQ *ENEDY WELDING SERVICE	150.00	SUPPLIES FOR DAILY OPERATIONS
6243-31	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	RENT EQUIPMENT	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398206	TAYLOR RENTAL - NAPLES, F	145.68	RENTAL EQUIPMENT
6244-48	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398207	THE HOME DEPOT #0280	198.00	SUPPLIES FOR REPAIRS
6245-38	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/17/2024	12/19/2024	01/06/2025	01/25/2025	101398086	THE HOME DEPOT #6348	(134.73)	CREDIT FOR 6245-40
6245-39	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/17/2024	12/19/2024	01/06/2025	01/25/2025	101398087	THE HOME DEPOT #6348	28.38	SUPPLIES FOR REPAIRS
6245-40	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/17/2024	12/19/2024	01/06/2025	01/25/2025	101398084	THE HOME DEPOT #6348	134.73	SUPPLIES FOR REPAIRS
6245-41	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398080	GRILL & FILL EAST STORE	74.00	SUPPLIES FOR DAILY OPERATIONS
6245-15	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398255	GRIMCO INC	443.69	SUPPLIES FOR REPAIRS SUPPLIES FOR REPAIRS
6246-44	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/18/2024	12/20/2024	01/06/2025	01/25/2025	101398088	THE HOME DEPOT #6348	22.38	SUPPLIES FOR REPAIRS
6246-55	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398202	JACK AND ANN'S FEED & SU	7.73	SUPPLIES FOR REPAIRS
6247-35	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398258	SUNSHINE ACE -GOLDEN GAT	2.87	SUPPLIES FOR REPAIRS
6249-11	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/23/2024	12/26/2024	01/06/2025	01/25/2025	101398089	THE HOME DEPOT #6348	101.00	TASK 63440 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6251-31	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/27/2024	12/30/2024	01/06/2025	01/25/2025	101398090	THE HOME DEPOT #6348	87.60	TASK 63440 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6251-44	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/26/2024	12/30/2024	01/06/2025	01/25/2025	101398208	THE HOME DEPOT #6348	28.48	TASK 60511 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6251-45	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/26/2024	12/30/2024	01/06/2025	01/25/2025	101398209	THE HOME DEPOT #6348	107.31	TASK 63440 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6251-46	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/26/2024	12/30/2024	01/06/2025	01/25/2025	101398212	THE HOME DEPOT #6348	267.45	TASK 60511 - REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6228-16	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	12/07/2024	12/09/2024	01/07/2025	01/25/2025	101398328	HANSEN ELECTRICAL SUPPLY	209.22	SUPPLIES FOR REPAIRS
6231-14	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	12/09/2024	12/11/2024	01/07/2025	01/25/2025	101398444	THE HOME DEPOT #6348	218.45	SUPPLIES FOR REPAIRS
6231-19	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	12/07/2024	12/11/2024	01/07/2025	01/25/2025	101398578	THE HOME DEPOT #6348	34.78	SUPPLIES FOR REPAIRS
6231-21	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	12/07/2024	12/11/2024	01/07/2025	01/25/2025	101398589	THE HOME DEPOT #6348	24.07	SUPPLIES FOR REPAIRS
6232-14	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	12/10/2024	12/12/2024	01/07/2025	01/25/2025	101398445	THE HOME DEPOT #6348	120.23	SUPPLIES FOR REPAIRS
6232-20	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	12/10/2024	12/12/2024	01/07/2025	01/25/2025	101398591	THE HOME DEPOT #6348	18.96	SUPPLIES FOR REPAIRS
6241-20	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	12/11/2024	12/13/2024	01/07/2025	01/25/2025	101398446	THE HOME DEPOT #6348	98.11	SUPPLIES FOR REPAIRS
6244-5	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	12/16/2024	12/18/2024	01/07/2025	01/25/2025	101398333	HANSEN ELECTRICAL SUPPLY	145.32	SUPPLIES FOR REPAIRS
6245-26	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/17/2024	12/19/2024	01/07/2025	01/25/2025	101398598	THE HOME DEPOT #6348	57.34	SUPPLIES FOR REPAIRS
6245-37	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	12/17/2024	12/19/2024	01/07/2025	01/25/2025	101398551	HANSEN ELECTRICAL SUPPLY	144.10	SUPPLIES FOR REPAIRS
6246-6	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	ELECTRICAL SUPPLIER	12/18/2024	12/20/2024	01/07/2025	01/25/2025	101398332	HANSEN ELECTRICAL SUPPLY	223.68	SUPPLIES FOR REPAIRS
6247-32	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	PLUMBING SUPPLIES	12/19/2024	12/23/2024	01/07/2025	01/25/2025	101398592	THE HOME DEPOT #6348	24.37	SUPPLIES FOR REPAIRS
6247-57	JPMV	ALINA GONZALEZ	122240	MAINT SERVICES	MINOR OPERATING EQUIPMENT	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398599	THE HOME DEPOT #6348	14.04	SUPPLIES FOR REPAIRS
6226-47	JPMV	JENNIFER REYNOLDS	101520	MANAGE AND BUDGET	OFFICE SUPPLIES GENERAL	12/04/2024	12/05/2024	12/31/2024	01/25/2025	101397306	AMAZON MKTPL*ZR9BO4OY2	152.37	Office supplies
6244-40	JPMV	JENNIFER REYNOLDS	101520	MANAGE AND BUDGET	OTHER PROFESSIONAL FEES	12/17/2024	12/18/2024	01/06/2025	01/25/2025	101398238	GOVERNMENT FINANCE OFFICE	725.00	APPLICATION FEE BUDGET FGFOA
6221-29	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OFFICE EQUIPMENT R AND M	11/26/2024	11/27/2024	01/02/2025	12/25/2024	101397652	IN *OLD SOUTH SOLUTIONS L	585.21	Maintain County Equipment
6231-18	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OTHER OPERATING SUPPLIES	12/10/2024	12/11/2024	01/06/2025	01/25/2025	101398150	WM SUPERCENTER #3417	49.97	MAINTAIN AIRPORT OPERATIONS & SVCS
6232-18	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OTHER OPERATING SUPPLIES	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398152	WAL-MART #3417	145.99	MAINTAIN AIRPORT OPERATIONS & SVCS
6232-17	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OTHER OPERATING SUPPLIES	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398151	GAN*USA TODAY	259.70	MAINTAIN AIRPORT OPERATIONS & SVCS
6242-31	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398153	LOWES #02261*	24.22	MAINTAIN AIRPORT OPS & SVCS

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6242-32	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OTHER OPERATING SUPPLIES	12/14/2024	12/16/2024	01/06/2025	01/25/2025	101398154	AMAZON MKTPL*ZX4KG4720	441.53	MAINTAIN AIRPORT OPS & SVCS
6242-33	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	OTHER OPERATING SUPPLIES	12/12/2024	12/16/2024	01/06/2025	01/25/2025	101398149	SAMSCLUB.COM	1,058.85	MAINTAIN AIRPORT OPERATIONS & SVCS
6231-17	JPMV	TARA CASTILLO	192370	MARCO ISL EXEC AIRPR	CLOTHING AND UNIFORM PURCHASES	12/10/2024	12/11/2024	01/07/2025	01/25/2025	101398582	IN *WESTVIEW CORP SCREEN	114.97	MAINTAIN AIRPORT OPS & SVCS
6244-25	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/06/2025	01/25/2025	101398155	GROVES OCEAN BLUE	1,879.00	To Maintain Museum Operations
6244-26	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	COMPUTER SOFTWARE	12/17/2024	12/18/2024	01/06/2025	01/25/2025	101398156	ADOBE *ADOBE	59.99	To Maintain Museum Operations
6246-30	JPMV	DEBRA SICILIANO	157470	MARCO ISLAND MUSEUM	OTHER OPERATING SUPPLIES	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398157	AMAZON MKTPL*Z11SR4SK1	32.92	To Maintain Museum Operations
6232-74	JPMV	CHRISTINE SCHAAL	156395	MAX HASSE PARK	DUES AND MEMBERSHIPS	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398455	IN *FLORIDA RECREATION AN	5,710.00	ANNUAL MEMBERSHIP DUES
6221-43	JPMV	GLORIA HERRERA	138334	MPO GRANTS	DUES AND MEMBERSHIPS	11/26/2024	11/27/2024	12/19/2024	12/25/2024	101396005	ASFPM	180.00	DUES FOR SEAN KINGSTON FOR FLOODPLAIN MGERS
6214-64	JPMV	TARA CASTILLO	138334	MPO GRANTS	OFFICE SUPPLIES GENERAL	11/15/2024	11/18/2024	12/20/2024	12/25/2024	101396106	AMZN MKTP US*KS0KZ4PM3	36.99	supplies needed for office staff use
6226-36	JPMV	TARA CASTILLO	138334	MPO GRANTS	OFFICE SUPPLIES GENERAL	12/04/2024	12/05/2024	12/20/2024	01/25/2025	101396105	AMAZON MKTPL*ZL4A481H1	61.60	office supplies for staff use
6226-37	JPMV	TARA CASTILLO	138334	MPO GRANTS	OFFICE SUPPLIES GENERAL	12/04/2024	12/05/2024	12/20/2024	01/25/2025	101396109	AMZN MKTP US*ZL1YF4SR0	9.06	office supplies for staff use
6227-33	JPMV	TARA CASTILLO	138334	MPO GRANTS	OFFICE SUPPLIES GENERAL	12/03/2024	12/06/2024	12/20/2024	01/25/2025	101396113	ODP BUS SOL LLC # 101165	34.53	office supplies for staff use
6227-34	JPMV	TARA CASTILLO	138334	MPO GRANTS	OFFICE SUPPLIES GENERAL	12/04/2024	12/06/2024	12/20/2024	01/25/2025	101396116	ODP BUS SOL LLC # 106876	11.94	office supplies for staff use
6228-63	JPMV	TARA CASTILLO	138334	MPO GRANTS	OFFICE SUPPLIES GENERAL	12/08/2024	12/09/2024	01/06/2025	01/25/2025	101398268	AMAZON MKTPL*ZR9KM6MX0	9.99	office supplies for staff use
6217-17	JPMV	DEBRA SICILIANO	157430	MUSEUM - EVERGLADES	OTHER OPERATING SUPPLIES	11/20/2024	11/21/2024	12/19/2024	12/25/2024	101396004	AMAZON MKTPL*4P1HQ3JO3	40.55	To Maintain Museum Operations
6209-22	JPMV	DEBRA SICILIANO	157430	MUSEUM - EVERGLADES	OFFICE SUPPLIES GENERAL	11/08/2024	11/11/2024	12/20/2024	12/25/2024	101396101	B&H PHOTO 800-606-6969	82.00	To Maintain Museum Operations
6222-16	JPMV	DEBRA SICILIANO	157430	MUSEUM - EVERGLADES	COMPUTER SOFTWARE	11/27/2024	11/29/2024	12/20/2024	12/25/2024	101396100	ANC*ANCESTRY.COM	119.00	TO MAINTAIN MUSEUM OPERATIONS
6227-14	JPMV	DEBRA SICILIANO	157430	MUSEUM - EVERGLADES	OTHER OPERATING SUPPLIES	12/04/2024	12/06/2024	12/20/2024	01/25/2025	101396102	THE HOME DEPOT #6348	(63.16)	To Maintain Museum Operations
6227-15	JPMV	DEBRA SICILIANO	157430	MUSEUM - EVERGLADES	OTHER OPERATING SUPPLIES	12/04/2024	12/06/2024	12/20/2024	01/25/2025	101396103	THE HOME DEPOT #6348	63.16	To Maintain Museum Operations
6245-10	JPMV	DEBRA SICILIANO	157430	MUSEUM - EVERGLADES	OTHER OPERATING SUPPLIES	12/18/2024	12/19/2024	01/07/2025	01/25/2025	101398502	WWW.BANNERBUZZ.COM	26.16	SUPPORTS SERVICE DELIVERY SUPPORTS SERVICE DELIVERY
6247-25	JPMV	DEBRA SICILIANO	157430	MUSEUM - EVERGLADES	MINOR OFFICE EQUIPMENT	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398503	MICHAELS STORES 2022	165.86	SUPPORTS SERVICE DELIVERY
6247-26	JPMV	DEBRA SICILIANO	157430	MUSEUM - EVERGLADES	OTHER OPERATING SUPPLIES	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398505	WAL-MART #1119	52.64	SUPPORTS SERVICE DELIVERY
6215-6	JPMV	DEBRA SICILIANO	157400	MUSEUM ADMIN	MARKETING AND PROMOTIONAL	11/18/2024	11/19/2024	12/31/2024	12/25/2024	101397289	THEEVENTSCAL*PLUGINS	149.00	TO MAINTAIN MUSEUM OPERATIONS
6227-24	JPMV	DEBRA SICILIANO	157400	MUSEUM ADMIN	MARKETING AND PROMOTIONAL	12/05/2024	12/06/2024	12/31/2024	01/25/2025	101397290	MAILCHIMP *MISC	80.00	TO MAINTAIN MUSEUM OPERATIONS
6242-39	JPMV	DEBRA SICILIANO	157400	MUSEUM ADMIN	FOOD OPERATING SUPPLIES	12/14/2024	12/16/2024	01/07/2025	01/25/2025	101398354	AMAZON MKTPL*Z163565L2	32.63	To Maintain Museum Operations
6244-15	JPMV	DEBRA SICILIANO	157400	MUSEUM ADMIN	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398601	PALM PRINTING - NORTH NAP	75.86	TO MAINTAIN MUSEUM OPERATIONS
6227-44	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/04/2024	12/06/2024	01/02/2025	01/25/2025	101397664	THE HOME DEPOT #6348	17.96	To Maintain Museum Operations
6229-38	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	STORAGE RENTAL	12/09/2024	12/10/2024	01/06/2025	01/25/2025	101398234	PELUSO MOVERS INC	260.00	To Maintain Museum Operations
6229-37	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	01/06/2025	01/25/2025	101398232	GDP*PASTPERFECT	596.00	To Maintain Museum Operations
6228-75	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/05/2024	12/09/2024	01/07/2025	01/25/2025	101398476	HOMEDEPOT.COM	199.08	OTHER OPERATING SUPPLIES
6229-33	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OTHER OPERATING SUPPLIES	12/08/2024	12/10/2024	01/07/2025	01/25/2025	101398478	HOMEDEPOT.COM	19.24	To Maintain Museum Operations
6242-94	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	LANDSCAPE INCIDENTALS	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398485	THE HOME DEPOT #6348	19.94	SUPPORTS SERVICE DELIVERY
6242-95	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	FOOD OPERATING SUPPLIES	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398483	PUBLIX #1752	77.65	SPECIAL EVENTS IN SUPPORT OF COLLIER CTY
6244-27	JPMV	DEBRA SICILIANO	157410	MUSEUM GOV CTR	OFFICE SUPPLIES GENERAL	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398587	FLORIDA GULF COAST UNIVE	30.00	TO MAINTAIN MUSEUM OPERATIONS
6229-36	JPMV	DEBRA SICILIANO	156110	NAPLES BRANCH	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	01/07/2025	01/25/2025	101398584	WALMART.COM	114.03	TO MAINTAIN LIBRARY SERVICES OPERATIONS
6232-51	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	MINOR OPERATING EQUIPMENT	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398233	AMAZON MKTPL*ZR5GR2DZ1	16.99	To Maintain Museum Operations
6242-85	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	COMPUTER SOFTWARE	12/15/2024	12/16/2024	01/06/2025	01/25/2025	101398235	ADOBE	659.88	TO MAINTAIN MUSEUM OPERATIONS
6242-86	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	OTHER OPERATING SUPPLIES	12/14/2024	12/16/2024	01/06/2025	01/25/2025	101398236	AMAZON MKTPL*ZX5R065B1	33.98	To Maintain Museum Operations
6242-87	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	ANIMAL SUPPLIES	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398237	AMAZON.COM*ZX5WZ6KD0	23.16	To Maintain Museum Operations
6246-33	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	OFFICE SUPPLIES GENERAL	12/17/2024	12/20/2024	01/06/2025	01/25/2025	101398239	ODP BUS SOL LLC # 101165	27.47	To Maintain Museum Operations
6229-31	JPMV	DEBRA SICILIANO	157460	NAPLES DEPOT MUSEUM	OTHER OPERATING SUPPLIES	12/09/2024	12/10/2024	01/07/2025	01/25/2025	101398553	IN *CECIL COPY EXPRESS	135.00	To Maintain Museum Operations
6213-32	JPMV	KEYSA JORGE	156312	NCRP FITNESS CENTER	OTHER MISCELLANEOUS SERVICES	11/14/2024	11/15/2024	12/31/2024	12/25/2024	101397359	AMAZON RETA* JC6R17DU3	102.24	SUPPORT SERVICE DELIVERY
6218-14	JPMV	CHRISTINE SCHAAL	156338	PARK MAINTENANCE	DUES AND MEMBERSHIPS	11/21/2024	11/22/2024	12/31/2024	12/25/2024	101397305	NIC*- FL DEPT OF AGRI	153.75	ANNUAL RENEWAL R. FRANCO
6219-94	JPMV	KEYSA JORGE	156338	PARK MAINTENANCE	OTHER MISCELLANEOUS SERVICES	11/21/2024	11/25/2024	12/31/2024	12/25/2024	101397294	PAYPAL *WILDLIFEALE	180.00	SUPPORT SERVICE DELIVERY
6221-61	JPMV	CHRISTINE SCHAAL	156338	PARK MAINTENANCE	OTHER MISCELLANEOUS SERVICES	11/25/2024	11/27/2024	01/02/2025	12/25/2024	101397647	THE HOME DEPOT #6348	928.66	MAINTENANCE OF COUNTY ASSETS
6248-23	JPMV	CHRISTINE SCHAAL	156338	PARK MAINTENANCE	OTHER MISCELLANEOUS SERVICES	12/24/2024	12/24/2024	01/03/2025	01/25/2025	101397833	AMAZON MKTPL*Z97319HS1	754.95	SUPPORTS SERVICE DELIVERY
6246-63	JPMV	CHRISTINE SCHAAL	156338	PARK MAINTENANCE	OTHER MISCELLANEOUS SERVICES	12/18/2024	12/20/2024	01/06/2025	01/25/2025	101398126	THE HOME DEPOT #0280	2,345.36	MAINTENANCE OF COUNTY ASSETS
6219-65	JPMV	CHRISTINE SCHAAL	156332	PARKS & OTHER PROP	OTHER OPERATING SUPPLIES	11/23/2024	11/25/2024	12/31/2024	12/25/2024	101397320	AMAZON MKTPL*IG1RV5GN3	141.63	SUPPORTS SERVICE DELIVERY
6248-4	JPMV	CHRISTINE SCHAAL	156332	PARKS & OTHER PROP	OTHER OPERATING SUPPLIES	12/23/2024	12/24/2024	01/03/2025	01/25/2025	101397817	TRACTOR SUPPLY #1199	999.99	SUPPORTS SERVICE DELIVERY
6246-7	JPMV	CHRISTINE SCHAAL	156332	PARKS & OTHER PROP	OTHER MISCELLANEOUS SERVICES	12/18/2024	12/20/2024	01/06/2025	01/25/2025	101398118	THE HOME DEPOT #0280	2,872.22	MAINTENANCE OF COUNTY ASSETS
6244-29	JPMV	CHRISTINE SCHAAL	156332	PARKS & OTHER PROP	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398577	AMAZON MKTPL*Z18GW9TK1	95.99	SUPPORTS SERVICE DELIVERY
6217-57	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	OTHER MISCELLANEOUS SERVICES	11/20/2024	11/21/2024	01/02/2025	12/25/2024	101397603	FEDEX 00011007	13.33	EXPRESS MAIL
6222-6	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	DUES AND MEMBERSHIPS	11/27/2024	11/29/2024	01/02/2025	12/25/2024	101397648	WWW.VOLGISTICS.COM	770.00	ANNUAL SUBSCRIPTION 11 months
6227-42	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	OFFICE SUPPLIES GENERAL	12/05/2024	12/06/2024	01/03/2025	01/25/2025	101397693	AMAZON MKTPL*ZR97R4EZ2	94.67	OFFICE SUPPLIES
6247-11	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	MARKETING AND PROMOTIONAL	12/22/2024	12/23/2024	01/07/2025	01/25/2025	101398514	FACEBK *883SHGGHP2	211.51	MARKETING TOOL
6247-10	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	MARKETING AND PROMOTIONAL	12/22/2024	12/23/2024	01/07/2025	01/25/2025	101398511	FACEBK *KLEMAJLGP2	7.40	MARKETING TOOL
6251-22	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	OFFICE SUPPLIES GENERAL	12/29/2024	12/30/2024	01/07/2025	01/25/2025	101398573	AMAZON MKTPL*ZE63N3EN1	32.59	SUPPORTS SERVICE DELIVERY
6251-23	JPMV	CHRISTINE SCHAAL	156310	PARKS & REC ADMIN	OFFICE SUPPLIES GENERAL	12/29/2024	12/30/2024	01/07/2025	01/25/2025	101398575	AMAZON MKTPL*ZE0A892T0	54.55	SUPPORTS SERVICE DELIVERY
6247-1	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	OTHER TRAINING EDUCATIONAL EXPENSES	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398508	PDH SUNCAM LLC	180.00	Online training for CEU's for engineer license Bullert.
6247-6	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	OTHER TRAINING EDUCATIONAL EXPENSES	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398509	PDHLIBRARY	24.00	Online training for CEU's for engineer license Carrasquel.
6247-7	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	OTHER TRAINING EDUCATIONAL EXPENSES	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398510	PDHLIBRARY	24.00	Online training for CEU's for engineer license Bullert.
6252-1	JPMV	KELLY ARNOLD	210155	PLANNING & PROJ MGMT	INSURANCE CLAIMS	12/30/2024	12/31/2024	01/07/2025	01/25/2025	101398321	DEVOE BUICK GMC	380.68	INSURANCE CLAIM DEDUCTIBLE ON COUNTY VEHICLE CC2-1039.
6231-62	JPMV	KELLY ARNOLD	210118	PU INVENTORY CONTROL	POSTAGE FREIGHT AND UPS	12/10/2024	12/11/2024	01/07/2025	01/25/2025	101398534	UPS*BILLING CENTER	106.76	SHIPPING FOR CALIBRATION SERVICES FOR POWER SYSTEMS
6229-23	JPMV	KELLY ARNOLD	210111	PUD OPS SUPPORT	OTHER CONTRACTUAL SERVICES	12/09/2024	12/10/2024	01/07/2025	01/25/2025	101398564	WEB*.COM DIY	105.00	MONTHLY HOSTING WATER SEWER WEBSITE FL LEGISLATURE
6221-20	JPMV	SONIA POWELL	121710	PURCHASING ADMIN	DUES AND MEMBERSHIPS	11/25/2024	11/27/2024	12/19/2024	12/25/2024	101396006	NATIONAL PROCUREMENT INST	130.00	CONDUCT COUNTY BUSINESS
6213-41	JPMV	SONIA POWELL	121710	PURCHASING ADMIN	OFFICE SUPPLIES GENERAL	11/14/2024	11/15/2024	12/31/2024	12/25/2024	101397337	AMAZON MKTPL*3O2ZT2103	129.85	CONDUCT COUNTY BUSINESS
6228-93	JPMV	SONIA POWELL	121710	PURCHASING ADMIN	OFFICE SUPPLIES GENERAL	12/06/2024	12/09/2024	01/06/2025	01/25/2025	101398244	ODP BUS SOL LLC # 101165	51.08	CONDUCT COUNTY BUSINESS
6231-61	JPMV	SONIA POWELL	121710	PURCHASING ADMIN	DUES AND MEMBERSHIPS	12/10/2024	12/11/2024	01/06/2025	01/25/2025	101398247	PERISCOPE INTERMEDIATE CO	700.00	CONDUCT COUNTY BUSINESS
6241-61	JPMV	SONIA POWELL	121710	PURCHASING ADMIN	OFFICE SUPPLIES GENERAL	12/12/2024	12/13/2024	01/06/2025	01/25/2025	101398245	ODP BUS SOL LLC # 101165	40.15	CONDUCT COUNTY BUSINESS
6214-77	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	FOOD OPERATING SUPPLIES	11/15/2024	11/18/2024	12/27/2024	12/25/2024	101397162	MORAVELAS PIZZA	816.65	SUPPLY FOOD FOR COUNTY HELD EVENT
6244-36	JPMV	ZORNITSA STANKOVA	122310	REAL PROPERTY ADMIN	DUES AND MEMBERSHIPS	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398186	INTERNATIONAL RIGHT OF WA	245.00	MAINTAIN PROFESSIONAL CERTIFICATION/KNOWLEDGE
6244-37	JPMV	ZORNITSA STANKOVA	122310	REAL PROPERTY ADMIN	DUES AND MEMBERSHIPS	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398187	INTERNATIONAL RIGHT OF WA	245.00	MAINTAIN PROFESSIONAL CERTIFICATION/KNOWLEDGE
6244-38	JPMV	ZORNITSA STANKOVA	122310	REAL PROPERTY ADMIN	DUES AND MEMBERSHIPS	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398188	INTERNATIONAL RIGHT OF WA	245.00	MAINTAIN PROFESSIONAL CERTIFICATION/KNOWLEDGE
6247-67	JPMV	ZORNITSA STANKOVA	122310	REAL PROPERTY ADMIN	DUES AND MEMBERSHIPS	12/19/2024	12/23/2024	01/06/2025	01/25/2025	101398189	INTERNATIONAL RIGHT OF WA	245.00	MAINTAIN PROFESSIONAL CERTIFICATION/KNOWLEDGE
6251-30	JPMV	ZORNITSA STANKOVA	122310	REAL PROPERTY ADMIN	DUES AND MEMBERSHIPS	12/27/2024	12/30/2024	01/06/2025	01/25/2025	101398190	INTERNATIONAL RIGHT OF WA	260.00	MAINTAIN PROFESSIONAL CERTIFICATION/KNOWLEDGE
6228-83	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	DUES AND MEMBERSHIPS	12/08/2024	12/09/2024	01/07/2025	01/25/2025	101398406	NORMI INC	179.40	RENEWAL OF NORMI MEMBERSHIP - RALPH BOSA
6231-53	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	MINOR OPERATING EQUIPMENT	12/10/2024	12/11/2024	01/07/2025	01/25/2025	101398401	AMAZON MKTPL*ZR55K0R70	125.65	REPAIR, MAINTAIN OR IMPROVE A COUNTY FACILITY
6247-61	JPMV	ALINA GONZALEZ	122310	REAL PROPERTY ADMIN	PLUMBING SUPPLIES	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398404	AMZN MKTP US*Z92T427W2	484.95	SUPPLIES FOR REPAIRS
6223-25	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	OTHER OPERATING SUPPLIES	12/01/2024	12/02/2024	01/02/2025	01/25/2025	101397659	AMAZON MKTPL*Z37GN86D1	136.45	SUPPORTS SERVICE DELIVERY
6244-34	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/18/2024	01/03/2025	01/25/2025	101397723	THE HOME DEPOT #0280	358.82	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6244-35	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/18/2024	01/03/2025	01/25/2025	101397724	HOBBY LOBBY #548	225.60	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6245-29	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	MINOR OPERATING EQUIPMENT	12/18/2024	12/19/2024	01/03/2025	01/25/2025	101397725	AMAZON MKTPL*Z93RM5GV2	50.21	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6251-27	JPMV	KEYSA JORGE	156343	RECREATION/MSTD	OTHER MISCELLANEOUS SERVICES	12/27/2024	12/30/2024	01/03/2025	01/25/2025	101397726	TAYLOR RENTAL - NAPLES, F	2,096.05	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6228-60	JPMV	CHRISTINE SCHAAL	156343	RECREATION/MSTD	OTHER OPERATING SUPPLIES	12/08/2024	12/09/2024	01/07/2025	01/25/2025	101398357	AMAZON MKTPL*ZR03Q7LM1	14.38	SUPPORTS SERVICE DELIVERY
6242-64	JPMV	CHRISTINE SCHAAL	156343	RECREATION/MSTD	OTHER OPERATING SUPPLIES	12/15/2024	12/16/2024	01/07/2025	01/25/2025	101398356	AMAZON MKTPL*Z16IS0FE0	51.99	SUPPORTS SERVICE DELIVERY
6242-65	JPMV	CHRISTINE SCHAAL	156343	RECREATION/MSTD	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398358	AMAZON MKTPL*ZX6523S60	103.98	SUPPORTS SERVICE DELIVERY
6243-21	JPMV	CHRISTINE SCHAAL	156343	RECREATION/MSTD	OTHER MISCELLANEOUS SERVICES	12/16/2024	12/17/2024	01/07/2025	01/25/2025	101398361	PAYMENTUS CORP	9.30	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6244-22	JPMV	DEBRA SICILIANO	157440	ROBERTS RANCH HIST	OTHER OPERATING SUPPLIES	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398494	AMAZON MKTPL*Z15W360Z1	47.26	To Maintain Museum Operations
6248-11	JPMV	DEBRA SICILIANO	157440	ROBERTS RANCH HIST	OTHER OPERATING SUPPLIES	12/23/2024	12/24/2024	01/07/2025	01/25/2025	101398566	AMAZON MKTPL*Z91038W00	67.99	To Maintain Museum Operations
6208-59	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	11/06/2024	11/08/2024	12/31/2024	12/25/2024	101397299	THE HOME DEPOT #0280	38.83	EMPLOYEE PRODUCTIVITY
6213-58	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	OTHER OPERATING SUPPLIES	11/13/2024	11/15/2024	12/31/2024	12/25/2024	101397300	THE HOME DEPOT #0280	80.92	EMPLOYEE PRODUCTIVITY
6221-68	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	11/25/2024	11/27/2024	12/31/2024	12/25/2024	101397301	THE HOME DEPOT #0280	37.90	EMPLOYEE SAFETY
6227-35	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	CLOTHING AND UNIFORM PURCHASES	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397660	AMZN MKTP US*ZL82C8QM1	100.00	EMPLOYEE SAFETY
6227-36	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397661	AMAZON MKTPL*ZL22I9HH1	4.98	PUBLIC SAFETY
6242-80	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	12/15/2024	12/16/2024	01/06/2025	01/25/2025	101398197	AMAZON MKTPL*Z13PX1BT2	43.99	Employee Safety
6242-81	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	FERTILIZER HERBICIDES AND CHEMICALS	12/13/2024	12/16/2024	01/06/2025	01/25/2025	101398200	FORESTRY DISTRIBUTING - E	426.15	COMMUNITY BEAUTIFICATION
6245-24	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398198	AMZN MKTP US*Z13XQ45V1	99.95	Employee Productivity
6246-32	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398199	AMAZON MKTPL*Z92ZO8HN2	23.99	Employee Safety
6232-38	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	CLOTHING AND UNIFORM PURCHASES	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398448	AMAZON MKTPL*ZX8KU93V0	250.86	EMPLOYEE PRODUCTIVITY

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6232-39	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398449	AMAZON.COM*ZX8YY9LL0	84.47	PUBLIC SAFETY
6232-40	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	OFFICE SUPPLIES GENERAL	12/11/2024	12/12/2024	01/07/2025	01/25/2025	101398450	AMAZON.COM*ZX8ZU1682	9.88	EMPLOYEE SAFETY
6242-71	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	CLOTHING AND UNIFORM PURCHASES	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398451	AMAZON MKTPL*Z18JO6T02	50.00	EMPLOYEE SAFETY
6246-64	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	OTHER OPERATING SUPPLIES	12/18/2024	12/20/2024	01/07/2025	01/25/2025	101398367	THE HOME DEPOT #0280	214.77	EMPLOYEE PRODUCTIVITY
6247-94	JPMV	DAWN BREWER	182901	ROW BEAUT FIELD	OTHER OPERATING SUPPLIES	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398368	THE HOME DEPOT #0280	137.07	EMPLOYEE PRODUCTIVITY
6248-13	JPMV	BARBARA SHEA	182901	ROW BEAUT FIELD	OTHER EQUIP REPAIRS AND MAINTENANCE	12/23/2024	12/24/2024	01/07/2025	01/25/2025	101398447	DEVOE BUICK GMC	398.00	VEHICLE SAFETY
6228-35	JPMV	ANTONIO DOMINGUEZ	138791	SHIP GRANT	OTHER TRAINING EDUCATIONAL EXPENSES	12/05/2024	12/09/2024	01/07/2025	01/25/2025	101398600	TAMPA MARRIOTT WATER ST	37.63	MAINTAIN PROFESSIONAL DEVELOPMENT
6226-59	JPMV	KELLY ARNOLD	173410	SOLID WASTE ADMIN	OFFICE SUPPLIES GENERAL	12/03/2024	12/05/2024	12/31/2024	01/25/2025	101397297	ODP BUS SOL LLC # 101214	163.66	Office goods for staff to perform daily functions.
6246-60	JPMV	KELLY ARNOLD	173410	SOLID WASTE ADMIN	OFFICE SUPPLIES GENERAL	12/18/2024	12/20/2024	01/06/2025	01/25/2025	101398158	OFFICE DEPOT #1165	19.98	Office goods for staff to perform daily functions.
6247-91	JPMV	KELLY ARNOLD	173410	SOLID WASTE ADMIN	OFFICE SUPPLIES GENERAL	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398162	OFFICE DEPOT #1165	18.15	Office goods for staff to perform daily functions.
6247-92	JPMV	KELLY ARNOLD	173410	SOLID WASTE ADMIN	OFFICE SUPPLIES GENERAL	12/18/2024	12/23/2024	01/06/2025	01/25/2025	101398161	ODP BUS SOL LLC # 101165	1,059.76	Office goods for staff to perform daily functions.
6241-38	JPMV	KELLY ARNOLD	173410	SOLID WASTE ADMIN	DUES AND MEMBERSHIPS	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398568	NIC*-DEPT BUS & PROF R	49.00	STATE OF FLORIDA ENGINEER LICENSE RENEWAL K. HODGSON.
6246-61	JPMV	KELLY ARNOLD	173410	SOLID WASTE ADMIN	OFFICE SUPPLIES GENERAL	12/17/2024	12/20/2024	01/07/2025	01/25/2025	101398320	ODP BUS SOL LLC # 101165	216.71	Office goods for staff to perform daily functions.
6219-90	JPMV	KEYSA JORGE	156425	SPECIAL POPULATION	OTHER OPERATING SUPPLIES	11/24/2024	11/25/2024	01/02/2025	12/25/2024	101397590	AMAZON MKTPL*V606L5TH3	39.58	SUPPORT SERVICE DELIVERY
6242-105	JPMV	KEYSA JORGE	156425	SPECIAL POPULATION	OTHER OPERATING SUPPLIES	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398581	AMAZON MKTPL*ZX43G70X1	41.89	SUPPORT SERVICE DELIVERY
6218-12	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	11/21/2024	11/22/2024	12/31/2024	12/25/2024	101397302	SUNSHINE ACE -GOLDEN GAT	34.80	MAINTENANCE SUPPLIES FORE PSC
6227-20	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/05/2024	12/06/2024	12/31/2024	01/25/2025	101397303	SUNSHINE ACE -GOLDEN GAT	121.40	MAINTENANCE SUPPLIES FORE PSC
6228-47	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER MISCELLANEOUS SERVICES	12/07/2024	12/09/2024	01/03/2025	01/25/2025	101397747	PAYPAL *REBECCARICH	750.00	NAPLES CAROLERS SNOW FEST 2024
6244-21	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	DUES AND MEMBERSHIPS	12/17/2024	12/18/2024	01/03/2025	01/25/2025	101397748	ATMOSPHERE TV	20.00	Streaming Fee for PSC
6228-43	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER MISCELLANEOUS SERVICES	12/07/2024	12/09/2024	01/06/2025	01/25/2025	101398078	WAVE - *PRINCESS ENTERTAI	1,500.00	Supplies for PSC
6245-31	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER MISCELLANEOUS SERVICES	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398114	COASTAL IRRIGATION PLUMBI	1,435.20	lighting system service for PSC
6246-40	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398115	AMAZON.COM*Z92U02C60	68.72	Maintenance supplies for PSC
6246-41	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	FREIGHT	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398116	AMI GRAPHICS	2,141.12	FREIGHT
6228-86	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/02/2024	12/09/2024	01/07/2025	01/25/2025	101398571	GRAINGER	(205.02)	To offset TRX 6220-19
6231-48	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/07/2024	12/11/2024	01/07/2025	01/25/2025	101398466	THE HOME DEPOT #0280	36.29	SUPPLIES FOR PSC
6231-49	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER OPERATING SUPPLIES	12/07/2024	12/11/2024	01/07/2025	01/25/2025	101398468	THE HOME DEPOT #6348	76.55	SUPPLIES FOR PSC
6243-24	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER CONTRACTUAL SERVICES	12/12/2024	12/17/2024	01/07/2025	01/25/2025	101398572	GRAINGER	(475.40)	To offset Trx 6231-55
6244-10	JPMV	IRENE TAKLA	101555	SPORTS FAC OPS/MAINT	OTHER MISCELLANEOUS SERVICES	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398583	SUNSHINE ACE -GOLDEN GAT	61.16	MAINTENANCE SUPPLIES FOR PSC
6207-10	JPMV	LISA TAYLOR	172927	STORMWTR OPS & ENG	CELLULAR TELEPHONE	11/06/2024	11/07/2024	01/02/2025	12/25/2024	101397571	AMAZON MKTPL*307AI46C3	13.59	Safety equipment to protect county phone
6217-18	JPMV	LISA TAYLOR	172927	STORMWTR OPS & ENG	OFFICE SUPPLIES GENERAL	11/19/2024	11/21/2024	01/02/2025	12/25/2024	101397572	ODP BUS SOL LLC # 101165	53.28	Office supply for daily operations
6218-10	JPMV	LISA TAYLOR	172927	STORMWTR OPS & ENG	OFFICE SUPPLIES GENERAL	11/19/2024	11/22/2024	01/02/2025	12/25/2024	101397573	ODP BUS SOL LLC # 101165	17.22	Office supply for daily operations
6232-15	JPMV	LISA TAYLOR	172927	STORMWTR OPS & ENG	OFFICE SUPPLIES GENERAL	12/09/2024	12/12/2024	01/07/2025	01/25/2025	101398459	ODP BUS SOL LLC # 101165	26.07	Office supply for daily operations
6241-23	JPMV	LISA TAYLOR	172927	STORMWTR OPS & ENG	OFFICE SUPPLIES GENERAL	12/10/2024	12/13/2024	01/07/2025	01/25/2025	101398460	ODP BUS SOL LLC # 101165	1.86	Office supply for daily operations
6242-28	JPMV	LISA TAYLOR	172927	STORMWTR OPS & ENG	OTHER OPERATING SUPPLIES	12/11/2024	12/16/2024	01/07/2025	01/25/2025	101398461	ODP BUS SOL LLC # 101165	86.40	FOR DAILY OPERATIONS
6217-19	JPMV	CHRISTINE SCHAAL	156361	SUGDEN PARK	MINOR OPERATING EQUIPMENT	11/19/2024	11/21/2024	01/02/2025	12/25/2024	101397569	THE HOME DEPOT #6348	(159.00)	6199-39
6228-28	JPMV	CHRISTINE SCHAAL	156361	SUGDEN PARK	MINOR OPERATING EQUIPMENT	12/05/2024	12/09/2024	01/07/2025	01/25/2025	101398496	ODP BUS SOL LLC# 106131	112.60	OFFICE SUPPLIES
6247-30	JPMV	CHRISTINE SCHAAL	156361	SUGDEN PARK	OTHER OPERATING SUPPLIES	12/21/2024	12/23/2024	01/07/2025	01/25/2025	101398497	AMAZON.COM*Z96IP0O81	139.99	SUPPORTS SERVICE DELIVERY
6212-19	JPMV	TARA CASTILLO	163630	TRAFFIC OPERATIONS	OTHER TRAINING EDUCATIONAL EXPENSES	11/13/2024	11/14/2024	01/02/2025	12/25/2024	101397597	PDHLIBRARY	22.00	Cont. Education Fl Prof Engineer
6228-18	JPMV	TARA CASTILLO	163630	TRAFFIC OPERATIONS	OFFICE SUPPLIES GENERAL	12/06/2024	12/09/2024	01/07/2025	01/25/2025	101398452	ODP BUS SOL LLC # 101165	147.40	office supplies for staff use
6241-8	JPMV	TARA CASTILLO	163630	TRAFFIC OPERATIONS	DUES AND MEMBERSHIPS	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398594	NIC*-DEPT BUS & PROF R	49.00	DUES FOR ANTHONY JHAWAJA PROFESSIONAL ENG LIC
6242-122	JPMV	GLORIA HERRERA	163609	TRANS DIVISION ADMIN	OFFICE SUPPLIES GENERAL	12/15/2024	12/16/2024	01/07/2025	01/25/2025	101398364	AMAZON MKTPL*ZX6AW06J1	28.03	Supplies need for staff use
6242-123	JPMV	GLORIA HERRERA	163609	TRANS DIVISION ADMIN	OFFICE SUPPLIES GENERAL	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398365	AMAZON MKTPL*ZX79K0P21	113.97	office supplies for staff use
6247-84	JPMV	GLORIA HERRERA	163609	TRANS DIVISION ADMIN	OFFICE SUPPLIES GENERAL	12/19/2024	12/23/2024	01/07/2025	01/25/2025	101398366	ODP BUS SOL LLC # 101165	139.10	office supplies for staff use
6228-14	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	LICENSES AND PERMITS	12/05/2024	12/09/2024	01/06/2025	01/25/2025	101398075	PAYPAL *HAGENENTERP	10.00	CONTINUED EDUCATION
6232-7	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	LICENSES AND PERMITS	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398068	NIC*-DEPT BUS & PROF R	49.00	MANDATORY TO RETAIN PE LICENSE-BEE THAO
6243-3	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	LICENSES AND PERMITS	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398069	NIC*-DEPT BUS & PROF R	49.00	MANDATORY PE CERTIFICATION REQUIREMENT
6244-3	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OTHER TRAINING EDUCATIONAL EXPENSES	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398077	PDHLIBRARY	12.00	Continuous education for Florida rules-laws
6244-4	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OTHER TRAINING EDUCATIONAL EXPENSES	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398079	PDHLIBRARY	12.00	Continuous education for Florida rules-laws
6244-2	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OTHER TRAINING EDUCATIONAL EXPENSES	12/17/2024	12/18/2024	01/06/2025	01/25/2025	101398076	PDHLIBRARY	24.00	Continuous education for Florida rules-laws
6245-7	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OTHER TRAINING EDUCATIONAL EXPENSES	12/18/2024	12/19/2024	01/06/2025	01/25/2025	101398063	FLORIDA TRANSPORTATION B	150.00	CONTINUED EDUCATION FOR EMPLOYEE
6246-5	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	LICENSES AND PERMITS	12/19/2024	12/20/2024	01/06/2025	01/25/2025	101398070	NIC*-DEPT BUS & PROF R	49.00	MANDATORY PE CERTIFICATION REQUIREMENT
6247-18	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OTHER TRAINING EDUCATIONAL EXPENSES	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398065	FLORIDA TRANSPORTATION B	150.00	CONTINUED EDUCATION FOR EMPLOYEE
6247-19	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OTHER TRAINING EDUCATIONAL EXPENSES	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398066	FLORIDA TRANSPORTATION B	150.00	CONTINUED EDUCATION FOR EMPLOYEE
6247-20	JPMV	LISA TAYLOR	163651	TRANS ENGINEERING	OTHER TRAINING EDUCATIONAL EXPENSES	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398067	FLORIDA TRANSPORTATION B	150.00	CONTINUED EDUCATION FOR EMPLOYEE
6227-55	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397657	BESTBUYCOM807000056196	105.99	TO ASSIST STAFF IN PERFORMING THEIR DUTIES
6227-56	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	12/05/2024	12/06/2024	01/02/2025	01/25/2025	101397658	BESTBUYCOM807000056196	148.39	TO ASSIST STAFF IN PERFORMING THEIR DUTIES
6221-58	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	11/25/2024	11/27/2024	01/03/2025	12/25/2024	101397691	OFFICE DEPOT #5910	106.41	office supplies for office staff
6227-54	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	12/03/2024	12/06/2024	01/03/2025	01/25/2025	101397692	OFFICE DEPOT #188	(11.18)	refund for USBA wall charger
6228-108	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	12/06/2024	12/09/2024	01/03/2025	01/25/2025	101397727	BESTBUYCOM807000361354	26.99	TO HOLD TV SCREEN THAT IS USED FOR STAFF TRAINING
6228-109	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	12/07/2024	12/09/2024	01/03/2025	01/25/2025	101397728	OFFICE DEPOT #1165	5.97	Supplies for staff
6229-44	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/08/2024	12/10/2024	01/03/2025	01/25/2025	101397729	OAK PARK INN	620.00	lodging for staff for training
6229-46	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/10/2024	12/10/2024	01/03/2025	01/25/2025	101397730	SUNPASS*ACC131949915	8.75	TO ASSIST STAFF IN PERFORMING THEIR DUTIES
6232-72	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/10/2024	12/12/2024	01/03/2025	01/25/2025	101397749	OAK PARK INN	(372.00)	CREDIT FOR TRVL
6245-54	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	12/17/2024	12/19/2024	01/03/2025	01/25/2025	101397731	ODP BUS SOL LLC # 101165	335.41	OFFICE SUPPLIES FOR ADMIN DUTIES
6246-56	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OFFICE SUPPLIES GENERAL	12/17/2024	12/20/2024	01/03/2025	01/25/2025	101397732	ODP BUS SOL LLC # 101165	18.30	OFFICE SUPPLIES FOR ADMIN DUTIES
6228-107	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OTHER TRAINING EDUCATIONAL EXPENSES	12/06/2024	12/09/2024	01/06/2025	01/25/2025	101398060	SUNCOAST TRUCKING ACADEM	2,900.00	training for staff
6229-43	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OTHER TRAINING EDUCATIONAL EXPENSES	12/09/2024	12/10/2024	01/06/2025	01/25/2025	101398061	SUNCOAST TRUCKING ACADEM	2,900.00	training for staff
6242-119	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OTHER TRAINING EDUCATIONAL EXPENSES	12/12/2024	12/16/2024	01/06/2025	01/25/2025	101398062	GDP*BLUERIDGEMOUNTAINDRON	1,000.00	Training for staff
6231-71	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	OTHER TRAINING EDUCATIONAL EXPENSES	12/09/2024	12/11/2024	01/07/2025	01/25/2025	101398565	MYTTCONLINE.COM	(300.00)	CREDIT FOR CLASS
6244-33	JPMV	JENNIFER ZIGLAR	163620	TRANSP MAINT R&B	MINOR OPERATING EQUIPMENT	12/17/2024	12/18/2024	01/07/2025	01/25/2025	101398480	LOWES #02261*	220.36	TOOLS FOR RM CREWS TO USE IN YARD OR OUT IN FIELD
6216-29	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	FOOD OPERATING SUPPLIES	11/19/2024	11/20/2024	12/27/2024	12/25/2024	101397165	PUBLIX #1527	34.52	SUPPORT PROGRAM SERVICES DELIVERY
6221-33	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	FOOD OPERATING SUPPLIES	11/26/2024	11/27/2024	12/27/2024	12/25/2024	101397166	PUBLIX #1527	29.15	SUPPORT PROGRAM SERVICES DELIVERY
6222-23	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	FOOD OPERATING SUPPLIES	11/27/2024	11/29/2024	12/27/2024	12/25/2024	101397167	HUNGRY HOWIES 03058	70.94	SUPPORT PROGRAM SERVICES DELIVERY
6216-49	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	LICENSES AND PERMITS	11/19/2024	11/20/2024	12/30/2024	12/25/2024	101397220	NOTARYFNS-800.422.1555	179.04	SUPPORT SERVICES DELIVERY
6219-73	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	LICENSES AND PERMITS	11/21/2024	11/25/2024	12/30/2024	12/25/2024	101397221	NOTARYFNS-800.422.1555	(9.09)	REFUND TAXES CHARGED
6207-49	JPMV	YAHAIRA MAGEE	157110	UNIVERSITY EXT	OFFICE SUPPLIES GENERAL	11/07/2024	11/07/2024	12/31/2024	12/25/2024	101397307	AMAZON RETA* 0G8LR4IK3	33.24	SUPPORT SERVICES DELIVERY
6215-18	JPMV	YAHAIRA MAGEE	157110	UNIVERSITY EXT	FOOD OPERATING SUPPLIES	11/19/2024	11/19/2024	12/31/2024	12/25/2024	101397308	AMAZON RETA* 5D2D463P3	119.00	SUPPORT SERVICES DELIVERY
6212-47	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	FOOD OPERATING SUPPLIES	11/13/2024	11/14/2024	01/02/2025	12/25/2024	101397581	PUBLIX #1527	44.33	SUPPORT SERVICES DELIVERY
6242-84	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	OFFICE SUPPLIES GENERAL	12/13/2024	12/16/2024	01/07/2025	01/25/2025	101398523	AMAZON.COM*ZX35B8620	179.98	SUPPORT SERVICES DELIVERY
6243-15	JPMV	DEBRA SICILIANO	157110	UNIVERSITY EXT	OFFICE SUPPLIES GENERAL	12/16/2024	12/17/2024	01/07/2025	01/25/2025	101398567	CRICUT	95.88	SUPPORT SERVICES DELIVERY
6247-47	JPMV	CHRISTINE SCHAAL	156390	VINEYARD COMM PK	LICENSES AND PERMITS	12/21/2024	12/23/2024	01/07/2025	01/25/2025	101398471	NORTH COLLIER FIRE	200.00	ANNUAL INSPECTION
6247-48	JPMV	CHRISTINE SCHAAL	156390	VINEYARD COMM PK	FOOD OPERATING SUPPLIES	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398474	DOMINO'S 5093	70.92	SPECIAL EVENTS IN SUPPORT OF CORE MISSIONS
6219-59	JPMV	KELLY ARNOLD	233351	WASTEWATER FIELD OPS	OFFICE SUPPLIES GENERAL	11/21/2024	11/25/2024	12/20/2024	12/25/2024	101396117	ODP BUS SOL LLC # 101165	48.57	Office goods for staff to perform daily functions.
6219-60	JPMV	KELLY ARNOLD	233351	WASTEWATER FIELD OPS	OFFICE SUPPLIES GENERAL	11/21/2024	11/25/2024	12/20/2024	12/25/2024	101396118	ODP BUS SOL LLC # 101165	46.34	Office goods for staff to perform daily functions.
6219-61	JPMV	KELLY ARNOLD	233351	WASTEWATER FIELD OPS	OFFICE SUPPLIES GENERAL	11/20/2024	11/25/2024	12/20/2024	12/25/2024	101396120	ODP BUS SOL LLC # 101165	41.99	Office goods for staff to perform daily functions.
6219-63	JPMV	KELLY ARNOLD	233351	WASTEWATER FIELD OPS	OFFICE SUPPLIES GENERAL	11/21/2024	11/25/2024	12/20/2024	12/25/2024	101396121	ODP BUS SOL LLC # 105910	59.37	Office goods for staff to perform daily functions.
6228-85	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	ROAD AND BIKEPATH REPAIRS	12/05/2024	12/09/2024	01/07/2025	01/25/2025	101398362	THE HOME DEPOT #0280	93.42	PUBLIC SAFETY
6244-47	JPMV	DAWN BREWER	182602	WATER MGMT FLD OP	OTHER OPERATING SUPPLIES	12/16/2024	12/18/2024	01/07/2025	01/25/2025	101398515	THE HOME DEPOT #0280	192.36	EMPLOYEE PRODUCTIVITY
6229-47	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/08/2024	12/10/2024	01/06/2025	01/25/2025	101398051	QUALITY INN AND SUITES	245.47	2024 AWWA fall conference for CEU's Chervoni_Schank
6229-48	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/08/2024	12/10/2024	01/06/2025	01/25/2025	101398053	QUALITY INN AND SUITES	245.47	2024 AWWA fall conference for CEU's Blanco_Condon
6229-49	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/08/2024	12/10/2024	01/06/2025	01/25/2025	101398056	QUALITY INN AND SUITES	245.47	2024 AWWA fall conference for CEU's Perez_Saavedra
6229-50	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/08/2024	12/10/2024	01/06/2025	01/25/2025	101398058	QUALITY INN AND SUITES	245.47	2024 AWWA fall conference for CEU's Vega
6232-76	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OFFICE SUPPLIES GENERAL	12/09/2024	12/12/2024	01/06/2025	01/25/2025	101398045	ODP BUS SOL LLC # 101165	33.16	Office goods for staff to perform daily functions.
6232-77	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OTHER TRAINING EDUCATIONAL EXPENSES	12/11/2024	12/12/2024	01/06/2025	01/25/2025	101398049	UFOPWD* UNIVERSITY OF	1,350.00	2025 Cross connection control conference J. Komorny.
6241-72	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/11/2024	12/13/2024	01/06/2025	01/25/2025	101398052	QUALITY INN AND SUITES	(29.20)	2024 AWWA FALL CONFERENCE FOR CEU'S CHERVONI_SCHANK
6241-73	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/11/2024	12/13/2024	01/06/2025	01/25/2025	101398054	QUALITY INN AND SUITES	(29.20)	2024 AWWA FALL CONFERENCE FOR CEU'S BLANCO_CONDON
6241-74	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/11/2024	12/13/2024	01/06/2025	01/25/2025	101398057	QUALITY INN AND SUITES	(29.20)	2024 AWWA FALL CONFERENCE FOR CEU'S PEREZ_SAAVEDRA
6241-75	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/11/2024	12/13/2024	01/06/2025	01/25/2025	101398059	QUALITY INN AND SUITES	(29.20)	2024 AWWA FALL CONFERENCE FOR CEU'S VEGA
6244-51	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	TOLLS	12/17/2024	12/18/2024	01/06/2025	01/25/2025	101398044	NIC*-LEEWAY VIOLATIONE	35.00	TOLL FEE FOR ON CALL WATER DISTRIBUTION TECHS.

Bat-Trx	CrdPgm	User	Cardholder Cost Center/Funds Center	Cardholder Cost Center Description/Funds Center Description	Actual Expense Type Description	Trx Date	Receipt Date	FI Post Date	FI Due Date	FI Document	Merchant Name	Amount	Purpose
6247-89	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	INSURANCE CLAIMS	12/20/2024	12/23/2024	01/06/2025	01/25/2025	101398043	DEVOE BUICK GMC	398.00	INSURANCE DEDUCTIBLE WATER DISTRIBUTION VEHICLE #CC2-2441
6247-90	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	OFFICE SUPPLIES GENERAL	12/18/2024	12/23/2024	01/06/2025	01/25/2025	101398048	ODP BUS SOL LLC # 101165	82.30	Office goods for staff to perform daily functions.
6251-47	JPMV	KELLY ARNOLD	210125	WATER OP ADMIN	MINOR SECURITY EQUIPMENT	12/29/2024	12/30/2024	01/06/2025	01/25/2025	101398050	VOSKER ELITE-ANNUAL	216.00	PROVIDE VIDEO BACKUP FOR WELLFIELD SECURITY CAMS.
6211-35	JPMV	GLORIA HERRERA	178975	WATER POLLUTION	DUES AND MEMBERSHIPS	11/12/2024	11/13/2024	12/31/2024	12/25/2024	101397311	PROJECT MANAGEMENT INSTIT	150.00	PROJ CERTIFICATION RENEWAL FOR NICK LEHMANN
6217-61	JPMV	GLORIA HERRERA	178975	WATER POLLUTION	OTHER OPERATING SUPPLIES	11/18/2024	11/21/2024	01/02/2025	12/25/2024	101397575	ODP BUS SOL LLC # 101165	55.30	Water quality program office and lab supply needs
6225-9	JPMV	GLORIA HERRERA	178975	WATER POLLUTION	TOLLS	12/04/2024	12/04/2024	01/02/2025	01/25/2025	101397595	SUNPASS*ACC14697850	25.00	SUNPASS FEE
6231-56	JPMV	GLORIA HERRERA	178975	WATER POLLUTION	OTHER TRAINING EDUCATIONAL EXPENSES	12/09/2024	12/11/2024	01/07/2025	01/25/2025	101398528	SAFETY UNLIMITED INC	159.80	Online training (4) employees
6247-64	JPMV	GLORIA HERRERA	178975	WATER POLLUTION	OTHER TRAINING EDUCATIONAL EXPENSES	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398530	SAFETY UNLIMITED INC	39.95	To protect, preserve & restore water & natural resources
6208-34	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	11/06/2024	11/08/2024	12/30/2024	12/25/2024	101397222	ODP BUS SOL LLC# 106869	11.55	supplies needed for normal business ops
6214-62	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	11/15/2024	11/18/2024	12/30/2024	12/25/2024	101397240	ODP BUS SOL LLC # 101165	80.05	SUPPLIES FOR OFFICE OPERATIONS
6214-63	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	11/14/2024	11/18/2024	12/30/2024	12/25/2024	101397241	ODP BUS SOL LLC # 101165	32.38	SUPPLIES FOR OFFICE OPERATIONS
6222-41	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	POSTAGE FREIGHT AND UPS	11/28/2024	11/29/2024	12/30/2024	12/25/2024	101397242	FEDEX31347477	17.63	INSURE MEDICAL RECORDS RECEIVED IN TIME
6222-42	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	POSTAGE FREIGHT AND UPS	11/27/2024	11/29/2024	12/30/2024	12/25/2024	101397243	FEDEX31298003	11.31	INSURE MEDICAL RECORDS RECEIVED IN TIME
6222-43	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	11/25/2024	11/29/2024	12/30/2024	12/25/2024	101397244	ODP BUS SOL LLC # 101165	16.96	SUPPLIES FOR OFFICE OPERATIONS
6223-41	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	OFFICE EQUIPMENT R AND M	12/01/2024	12/02/2024	12/31/2024	01/25/2025	101397277	AMAZON MKTPL*Z34EL8DF1	26.22	Office Equipment
6223-42	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	11/29/2024	12/02/2024	12/31/2024	01/25/2025	101397278	AMAZON MKTPL*Z39KN0PQ1	23.98	Office Equipment
6223-43	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	11/29/2024	12/02/2024	12/31/2024	01/25/2025	101397279	AMAZON MKTPL*Z34YJ1292	11.99	Office Equipment
6223-44	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	12/01/2024	12/02/2024	12/31/2024	01/25/2025	101397280	AMAZON RETA* ZL0WF8ZF2	26.22	Office Equipment
6228-62	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	12/06/2024	12/09/2024	01/07/2025	01/25/2025	101398469	ODP BUS SOL LLC # 101165	28.86	SUPPLIES FOR DAILY OFFICE USE
6228-112	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	MINOR OPERATING EQUIPMENT	12/06/2024	12/09/2024	01/07/2025	01/25/2025	101398569	THE HOME DEPOT #6348	(488.91)	Office Equipment
6231-43	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	12/09/2024	12/11/2024	01/07/2025	01/25/2025	101398470	ODP BUS SOL LLC # 101165	63.07	SUPPLIES FOR DAILY OFFICE USE
6231-72	JPMV	JULIAN GONZALEZ	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	12/10/2024	12/11/2024	01/07/2025	01/25/2025	101398570	AMAZON MKTPLACE PMTS	(23.98)	OFFICE EQUIPMENT
6232-35	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	12/09/2024	12/12/2024	01/07/2025	01/25/2025	101398472	ODP BUS SOL LLC # 101165	5.99	SUPPLIES FOR OFFICE OPERATIONS
6232-36	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	12/10/2024	12/12/2024	01/07/2025	01/25/2025	101398473	ODP BUS SOL LLC # 101165	34.02	SUPPLIES FOR DAILY OFFICE USE
6232-37	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	OFFICE SUPPLIES GENERAL	12/10/2024	12/12/2024	01/07/2025	01/25/2025	101398475	ODP BUS SOL LLC # 101165	19.78	SUPPLIES FOR OFFICE OPERATIONS
6241-41	JPMV	MARIANA ST. SURIN	121630	WORKERS COMP	BOOKS PUBLICATIONS AND SUBSCRIPTIONS	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398465	AMAZON.COM*Z12790C02	13.49	SUPPLIES FOR DAILY OFFICE USE
6218-36	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	11/19/2024	11/22/2024	12/20/2024	12/25/2024	101396125	ODP BUS SOL LLC # 101165	39.81	Office goods for staff to perform daily functions.
6223-23	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	11/26/2024	12/02/2024	12/20/2024	01/25/2025	101396129	ODP BUS SOL LLC # 101165	(7.43)	Office goods for staff to perform daily functions.
6242-90	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	12/14/2024	12/16/2024	01/06/2025	01/25/2025	101398193	ODP BUS SOL LLC # 101165	113.85	Office goods for staff to perform daily functions.
6242-91	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	01/06/2025	01/25/2025	101398194	ODP BUS SOL LLC # 101165	28.09	Office goods for staff to perform daily functions.
6242-92	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	12/11/2024	12/16/2024	01/06/2025	01/25/2025	101398192	ODP BUS SOL LLC # 101165	184.50	Office goods for staff to perform daily functions.
6242-93	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	12/12/2024	12/16/2024	01/06/2025	01/25/2025	101398196	ODP BUS SOL LLC # 106876	4.68	Office goods for staff to perform daily functions.
6244-31	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398191	ODP BUS SOL LLC # 101165	824.48	Office goods for staff to perform daily functions.
6244-32	JPMV	KELLY ARNOLD	210120	WW OPERATION ADMIN	OFFICE SUPPLIES GENERAL	12/16/2024	12/18/2024	01/06/2025	01/25/2025	101398195	ODP BUS SOL LLC# 106869	7.26	Office goods for staff to perform daily functions.
											County P-Cards Pending Approval	**$155,868.47**	
6220-9	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	11/25/2024	11/26/2024	12/20/2024	12/25/2024	101396130	EB *ANNUAL MEETING AND	49.87	MEETING & MEAL EVENT TO PROMOTE TOURISM IN CC.
6221-34	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	COMPUTER SOFTWARE	11/26/2024	11/27/2024	12/30/2024	12/25/2024	101397218	DNH*GODADDY#3433709771	175.85	Renewal of Domain name to promote Tourism in CC
6222-25	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	COMPUTER SOFTWARE	11/27/2024	11/29/2024	12/30/2024	12/25/2024	101397219	WEB*NETWORKSOLUTIONS	30.39	RENEWAL OF DOMAIN NAME TO PROMOTE TOURISM IN CC.
6209-24	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	11/07/2024	11/11/2024	01/02/2025	12/25/2024	101397593	RIDGWAY BAR & GRILL	29.04	MEAL DURING EVENT TO PROMOTE TOURISM IN CC.
6214-8	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/16/2024	11/18/2024	01/02/2025	12/25/2024	101397609	UBER CANADA	(33.05)	CREDIT AGAINST BATCH #6214-9
6214-10	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/15/2024	11/18/2024	01/02/2025	12/25/2024	101397610	INTERNATIONAL TRANSACTION	0.50	TRANSACTION FEE FOR BATCH #6214-9
6217-23	JPMV	IRENE TAKLA	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	11/20/2024	11/21/2024	01/02/2025	12/25/2024	101397602	IN *NAPLES AWARDS,INC	13.50	Promote Tourism in CC
6231-2	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	12/10/2024	12/11/2024	01/03/2025	01/25/2025	101397787	EVERGLADES/SEGWAY/EBI	301.80	FAM event to promote Tourism in CC
6232-49	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	REGISTRATION FEES	12/11/2024	12/12/2024	01/03/2025	01/25/2025	101397773	NASH TO NAPLES	50.00	TICKET FOR EVENT TO PROMOTE TOURISM IN CC
6232-50	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	REGISTRATION FEES	12/11/2024	12/12/2024	01/03/2025	01/25/2025	101397776	SERAPHIC FIRE	55.00	TICKET FOR EVENT TO PROMOTE TOURISM IN CC
6241-53	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	REGISTRATION FEES	12/12/2024	12/13/2024	01/03/2025	01/25/2025	101397778	ARTIS-NAPLES	323.00	TICKET FOR EVENT TO PROMOTE TOURISM IN CC
6241-54	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	REGISTRATION FEES	12/12/2024	12/13/2024	01/03/2025	01/25/2025	101397780	THEATRE ZONE INC	65.00	TICKET FOR EVENT TO PROMOTE TOURISM IN CC
6242-10	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397789	MARRIOTT MARCO ISLAND	62.00	Hotel charge at event to promote Tourism in CC
6242-82	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	REGISTRATION FEES	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397782	ARTIS-NAPLES	(76.00)	CREDIT AGAINST BATCH #6241-53
6242-83	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	REGISTRATION FEES	12/13/2024	12/16/2024	01/03/2025	01/25/2025	101397784	ARTIS-NAPLES	24.00	TICKET FOR EVENT TO PROMOTE TOURISM IN CC
6247-12	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	12/21/2024	12/23/2024	01/03/2025	01/25/2025	101397790	SUNSHINE TOURS	191.00	FAM EVENT TO PROMOTE TOURISM IN CC
6231-1	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	MARKETING AND PROMOTIONAL	12/10/2024	12/11/2024	01/06/2025	01/25/2025	101398128	VISIT FLORIDA SERVICE CEN	5,000.00	Marketing coop to promote Tourism in CC
6248-14	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	DUES AND MEMBERSHIPS	12/23/2024	12/24/2024	01/06/2025	01/25/2025	101398041	VISIT FLORIDA SERVICE CEN	18,500.00	Membership to promote Tourism in CC
6251-12	JPMV	IRENE TAKLA	101540	TDC ADV AND PRO	OFFICE SUPPLIES GENERAL	12/28/2024	12/30/2024	01/06/2025	01/25/2025	101398270	ODP BUS SOL LLC # 101165	3.46	PROMOTE TOURISM IN CC
6247-37	JPMV	JENNIFER LESLIE	101540	TDC ADV AND PRO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/20/2024	12/23/2024	01/07/2025	01/25/2025	101398477	SPIRIT AIRL 4870419730220	308.34	TRAVEL TO EVENT TO PROMOTE TOURISM IN CC.
6203-6	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OFFICE SUPPLIES GENERAL	10/28/2024	11/01/2024	12/27/2024	12/25/2024	101397137	ODP BUS SOL LLC # 101165	(6.33)	Credit on batch #6194-6
6214-15	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	11/15/2024	11/18/2024	01/02/2025	12/25/2024	101397594	DALLAS FT. WORTH AIRPORT	26.25	MEAL DURING EVENT TO PROMOTE TOURISM IN CC.
6227-6	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OFFICE SUPPLIES GENERAL	12/02/2024	12/06/2024	01/03/2025	01/25/2025	101397695	ODP BUS SOL LLC # 101165	(28.16)	Credit with batch #6227-7
6227-7	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OFFICE SUPPLIES GENERAL	12/03/2024	12/06/2024	01/03/2025	01/25/2025	101397696	ODP BUS SOL LLC # 101165	28.16	Support office functions and staff
6228-8	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OFFICE SUPPLIES GENERAL	12/05/2024	12/09/2024	01/03/2025	01/25/2025	101397831	ODP BUS SOL LLC # 101165	54.78	Support office functions and staff
6229-6	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	MARKETING AND PROMOTIONAL	12/09/2024	12/10/2024	01/03/2025	01/25/2025	101397832	SWFL MARKETING GROUP	354.95	Promo item to promote Tourism in CC
6228-9	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	MARKETING AND PROMOTIONAL	12/06/2024	12/09/2024	01/06/2025	01/25/2025	101398085	SWFL MARKETING GROUP	1,742.50	PROMO ITEMS TO PROMOTE TOURISM IN CC
6243-2	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	MARKETING AND PROMOTIONAL	12/16/2024	12/17/2024	01/06/2025	01/25/2025	101398224	PALM PRINTING	1,344.23	Promo item to promote Tourism in CC
6224-2	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	POSTAGE FREIGHT AND UPS	12/02/2024	12/03/2024	01/07/2025	01/25/2025	101398402	CONEX EXHIBITION SERV	618.00	Shipping for tradeshow to promote Tourism
6231-5	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	12/10/2024	12/11/2024	01/07/2025	01/25/2025	101398403	DELTA AIR 0062289061972	818.13	TRAVEL TO EVENT TO PROMOTE TOURISM IN CC.
6241-5	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	REGISTRATION FEES	12/12/2024	12/13/2024	01/07/2025	01/25/2025	101398405	RELIGOUS CONFERENCE MANAG	(795.00)	CREDIT AGAINST BATCH #6231-4
6231-3	JPMV	JENNIFER LESLIE	101543	TDC TOURISM PROMO	REGISTRATION FEES	12/11/2024	12/11/2024	01/08/2025	01/25/2025	101398928	RELIGOUS CONFERENCE MANAG	2,995.00	REGISTRATION FOR EVENT TO PROMOTE TOURISM IN CC
											Tourism P-Cards Under Resolution 2006-40	**$ 32,226.21**	
											Total P-Cards Pending Approval	**$ 188,094.68**	

Executive Summary

Recommend that the Board of County Commissioners provide approval to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments, and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds.

OBJECTIVE: To request approval from the Board of County Commission to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds.

CONSIDERATIONS: The Collier County Commission has participated in Edward Byrne Memorial JAG projects for over 35 years. Federal Fiscal Year (FFY) 2024 JAG local standard allocation for Collier County is $65,074.00.

The Sheriff's Office will prepare a grant application to utilize the $65,074.00 allocation to continue the Juveniles At Risk Comprehensive Action Program (JARCAP) for an additional 12 months. CCSO has implemented a number of successful youth programs over the past 30 years. The JARCAP program was developed in 2009 to provide an intervention model to address an increase in juvenile delinquency throughout the community. Pro-active, multidimensional programs such as JARCAP are needed to address an array of youth and family challenges.

The JAG allocation of $65,074.00 will support the costs of one Delinquency Prevention Specialist.

FISCAL IMPACT: The U.S. Department of Justice will provide $65,074.00 in JAG grant funds. There is no local match requirement.

GROWTH MANAGEMENT IMPACT: There are no Growth Management Plan impacts resulting from this grant.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for approval. -JAK

RECOMMENDATIONS: To provide approval to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds.

PREPARED BY: Stephanie Driscoll, Finance Director
APPROVED BY: Kevin Rambosk, Sheriff

ATTACHMENTS:
1. BCC Documents

ITEM NO: DATE RECEIVED:

FILE NO.:

ROUTED TO:

DO NOT WRITE ABOVE THIS SPACE

REQUEST FOR LEGAL SERVICES

(Please type or print)

Date: September 9, 2024

To: Office of the County Attorney, Attention: Tammy Althouse.

From: Stephanie Driscoll (Name), Finance Director (Title)

Sheriff's Office (Division) Finance Division (Department)

Re: Edward Byrne Memorial Justice Grant (JAG) Local Standard grant application

(Subject)

BACKGROUND OF REQUEST/PROBLEM:

(Describe problem and give background information - be specific, concise, and articulate).

Recommend that the Board of County Commissioners provide approval to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds.

(Are there documents or other information needed to review this matter? If yes, attach and reference this information).

THIS ITEM HAS/HAS NOT BEEN PREVIOUSLY SUBMITTED.

(If previously submitted, provide County Attorney's Office file number.)

A JAG grant application is submitted annually to BJA.

ACTION REQUESTED:

(Be very specific. Identify exactly what you need in the way of legal services.)

Legal approval of documents.

OTHER COMMENTS:

C: Kevin Rambosk, Sheriff

All requests must be copied to your appropriate Division Head or Constitutional Officer.

EXECUTIVE SUMMARY

Recommend that the Board of County Commissioners provide approval to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds.

OBJECTIVE: To request approval from the Board of County Commission to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds.

CONSIDERATION: The Collier County Commission has participated in Edward Byrne Memorial JAG projects for over 35 years. Federal Fiscal Year (FFY) 2024 JAG local standard allocation for Collier County is $65,074.00.

The Sheriff's Office will prepare a grant application to utilize the $65,074.00 allocation to continue the Juveniles At Risk Comprehensive Action Program (JARCAP) for an additional 12 months. CCSO has implemented a number of successful youth programs over the past 30 years. The JARCAP program was developed in 2009 to provide an intervention model to address an increase in juvenile delinquency throughout the community. Pro-active, multidimensional programs such as JARCAP are needed to address an array of youth and family challenges.

The JAG allocation of $65,074.00 will support the costs of one Delinquency Prevention Specialist.

FISCAL IMPACT: The U.S. Department of Justice will provide $65,074.00 in JAG grant funds. There is no local match requirement.

LEGAL CONSIDERATIONS:

GROWTH MANAGEMENT: There are no Growth Management Plan impacts resulting from this grant.

RECOMMENDATION: That the Board of County Commissioners provide approval to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds.

PREPARED BY: Stephanie Driscoll, Finance Director
APPROVED BY: Kevin Rambosk, Sheriff
DATE: September 9, 2024

AGENDA TRANSMITTAL SLIP

Agenda Item #

Date Submitted : 09/9/2024

Requested Agenda Date: 09/24/2024

APPROPRIATE HEADING (CIRCLE ONE)		
☐ (2) Approval of Agenda and Minutes	☐ (3) Proclamations	☐ (4) Service Awards
☐ (5) Presentations	☐ (6) Public Petitions	☐ (7) Board of Zoning Appeals
☐ (8) Advertised Public Hearings	☐ (9) Board of County Commissioners	☐ (10) County Manager's Report
☐ (11) Public Comments on General Topics	☐ (12) County Attorney's Report	☐ (13) Other Constitutional Officers
☐(14) Airport Authority	☐(15) Staff and Commissioner General Communications	☒ (16) Consent Agenda
☐ (17) Summary Agenda		

Requested by: _____ Date: 9/9/24
Stephanie Driscoll, Finance Director

Reviewed by: _____ Date: 9/9/24
CCSO Legal

Division Head: _____ Date: 9-13-24
Kevin J. Rambosk, Sheriff

County Manager: _____ Date:

Item Title: Recommend that the Board of County Commissioners provide approval to designate the Sheriff as the official applicant and point of contact for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) FY '24 Local Standard grant. Authorize the acceptance of the grant when awarded, approve associated budget amendments and approve the Collier County Sheriff's Office to receive and expend 2024 JAG Standard grant funds.

List of Documents Attached:

1. Executive Summary (required)

Executive Summary

Recommendation to authorize the execution of a Budget Amendment for $100,000 under Fund 1071 (Law Enforcement Trust) for additional training expenses.

OBJECTIVE: To authorize the execution of the budget amendment for $100,000 under Fund 1071 (Law Enforcement Trust) for additional training expenses.

CONSIDERATIONS: The Collier County Sheriff's Office needs to increase the Law Enforcement Trust Budget to cover additional training expenses.

FISCAL IMPACT: A budget amendment for $100,000 to be able to pay for additional training expenses.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires a majority vote for approval. JAK

RECOMMENDATIONS: To authorize execution of Budget Amendment for the additional training expenses under Fund 1071 – Law Enforcement Trust.

PREPARED BY: Stephanie Driscoll, Finance Director

APPROVED BY: Kevin Rambosk, Sheriff

ATTACHMENTS:

1. CCSO Law Enforcement Trust 2024 Documentation
2. 1071 BA

AGENDA TRANSMITTAL SLIP

Agenda Item #

Date Submitted : 12/10/2024 Requested  Agenda Date: 01/14/2025

APPROPRIATE HEADING (CIRCLE ONE)		
☐ (2) Pledge of Allegiance	☐ (3) Approval of Agenda and Minutes	☐ (4) Proclamations
☐ (5) Presentations	☐ (6) Public Petitions	☐ (7) Board of Zoning Appeals
☐ (8) Advertised Public Hearings	☐ (9) Board of County Commissioners	☐ (10) County Manager's Report
☐ (11) Public Comments on General Topics	☐ (12) County Attorney's Report	☐ (13) Other Constitutional Officers
☐ (14) Airport Authority	☐ (15) Staff and Commissioner General Communications	**X (16) Consent Agenda**
☐ (17) Summary Agenda		

Requested by: _____ Date: 12/10/24 Reviewed by: _____ Date: 12/11/24
Stephanie Driscoll, Finance Director CCSO Legal

Division Head: _____ Date: 12-13-24 County Manager: _____ Date:
Kevin Rambosk, Sheriff

Item Title: To authorize execution of the budget amendment to increase Fund 1071 budget for $100,000 to cover additional training expenses.

List of Documents Attached:

1. Executive Summary (required)
2. Budget Amendment

EXECUTIVE SUMMARY

Recommendation to authorize execution of the budget amendment for $100,000 under Fund 1071 (Law Enforcement Trust) for additional training expenses.

OBJECTIVE: To authorize execution of the budget amendment for $100,000 under Fund 1071 (Law Enforcement Trust) for additional training expenses.

CONSIDERATION: The Collier County Sheriff's Office needs to increase the Law Enforcement Trust Budget to cover additional training expenses.

FISCAL IMPACT: A budget amendment for $100,000 to be able to pay for additional training expenses.

GROWTH MANAGEMENT: None.

LEGAL CONSIDERATIONS:

RECOMMENDATION: That the Board of County Commissioners (1) authorize execution of the budget amendment for the additional training expenses under Fund 1071 – Law Enforcement Trust .

PREPARED BY: Stephanie Driscoll, Finance Director

APPROVED BY: Kevin Rambosk, Sheriff

DATE: December 10, 2024

ITEM NO: DATE RECEIVED:

FILE NO.:

ROUTED TO:

DO NOT WRITE ABOVE THIS SPACE

REQUEST FOR LEGAL SERVICES

(Please type or print)

Date: December 10, 2024

To: Office of the County Attorney, Attention: Tammy Althouse.

From: Stephanie Driscoll (Name), Finance Director (Title)

Sheriff's Office (Division) Finance Division (Department)

Recommendation to authorize execution of the budget amendment of $100,000 under Fund 1071 (Law Enforcement Trust) for additional training expenses.

BACKGROUND OF REQUEST/PROBLEM:

(Describe problem and give background information - be specific, concise, and articulate).

Collier County Sheriff's Office needs to be able to provide additional training for their members.

(Are there documents or other information needed to review this matter? If yes, attach and reference this information).

THIS ITEM HAS/HAS NOT BEEN PREVIOUSLY SUBMITTED.

(If previously submitted, provide County Attorney's Office file number.)

ACTION REQUESTED:

(Be very specific. Identify exactly what you need in the way of legal services.)

Legal approval of documents.

OTHER COMMENTS:

C: Kevin Rambosk, Sheriff

All requests must be copied to your appropriate Division Head or Constitutional Officer.

Executive Summary

Recommendation to authorize the execution of a Budget Amendment to realign current funding within Collier County Capital Project Fund (3001) in the amount of $635,000 to allow for the reimbursement of funding to the Collier County Sheriff's Office for the upgrade and expansion of the telephone system for law enforcement (Project No. 50322) in year one of the project to accommodate the timing of building preparations required for the project.

OBJECTIVE: To increase the current budget in the amount of $ 635,000 for County-Wide Capital Fund (3001) for the CCSO telephone upgrade (project 50322).

CONSIDERATIONS: To successfully complete the project within the two year period, a budget modification is needed to move $635,000 to year one (FY25) for a total of $1,000,000. The remainder of $795,104 for the project would be included in the FY 2026 budget request.

A substantial amount of labor is required in this project to rewire several facilities utilized by CCSO law enforcement personnel across the county, switching out the original Category 3 networking cable, to Category 5/6 cable to support the new Cisco/Webex IP Telephone system. This work will take several months to prepare twelve sites for the new hardware, requiring this portion of the project to commence as soon as possible in order to complete the work prior to the end of FY 2026.

The maintenance contract for the aged equipment is set to expire at the close of FY 2026 and would require a newly negotiated contract and additional costs to continue telephone services if the new system is not fully in place and operational by then.

FISCAL IMPACT: A budget amendment in the amount of $635,000 is necessary to reallocate funding within County Wide Capital Fund (3001) from Government Operations Business Project No. 70167 to CCSO Phone Project No. 50322 to allow for the FY 2025 reimbursement of CCSO-related expenses for this project. The remaining project funding will be included as part of the FY 2026 budget request.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item has been reviewed by the County Attorney, is approved as to form and legality and requires majority vote for approval. -JAK

RECOMMENDATIONS: To authorize the execution of a Budget Amendment to realign current funding within Collier County Capital Project Fund (3001) in the amount of $635,000 to allow for the reimbursement of funding to the Collier County Sheriff's Office for the upgrade and expansion of the telephone system for law enforcement (Project No. 50322) in year one of the project to accommodate the timing of building preparations required for the project.

PREPARED BY: Stephanie Driscoll, Finance Director

APPROVED BY: Kevin Rambosk, Sheriff

ATTACHMENTS:

1. BOCC CCSO BA Fund 3001

Executive Summary

Recommendation to appoint Kevin Johnson to the Contractors Licensing Board.

OBJECTIVE: To appoint Kevin Johnson to the Contractors Licensing Board, to a three-year term expiring on June 30, 2028.

CONSIDERATIONS:
This nine-member quasi-judicial board was created by Ordinance No. 78-2, as amended, to determine the qualifications of applicants for the various categories of the Contractors' Certificates of Competency. They also hold hearings to determine if a certificate of competency of any contractor, master or journeyman should be revoked. A minimum of 2 members shall reside within the corporate city limits of Naples or Marco Island, or shall be recommended to the BCC by the Naples City Council or Marco Island City Council. Section 489.131(10), Fla. Stat., states that 3 members must be consumer representatives. The consumer representatives may be any resident of the local jurisdiction that is not, and has never been, a member or practitioner of a profession regulated by the board or a member of any closely related profession. Members of the Contractors Licensing Board who are not consumer representative members should be either a licensed architect, a licensed general contractor, a licensed engineer, a licensed electrical contractor, a licensed plumbing contractor, a licensed mechanical contractor, a licensed roofing contractor, a licensed residential, or a licensed building contractor. Terms are 3 years. A list of the current membership is included in the backup.

There is one vacant seat on this board. The vacancy was advertised, and applications were received from the following:

APPLICANT	CATEGORY	DIST.	VOTER	ADVISORY COMM.
Kevin Johnson	Consumer	1	Yes	Code Enforcement Board (2023-present), Infrastructure Surtax Oversight Committee (2023-present)
Armando Hernandez	Consumer	5	Yes	None

STAFF RECOMMENDATION: As a quasi-judicial board, no committee recommendation is required. Staff is recommending that Mr. Johnson be appointed to this committee, to a three-year term expiring on June 30, 2028. A recommendation memo is included in the backup. Upon his appointment to the Contractor's Licensing Board, Mr. Johnson will effectively resign from his seat as an alternate on the Code Enforcement Board to avoid any conflict.

FISCAL IMPACT: There is no fiscal impact associated with this action.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. -JAK

RECOMMENDATIONS: To adopt the Staff Recommendation and authorize the Chair to sign the attached resolution confirming the appointment.

PREPARED BY: Jeffrey A. Klatzkow, County Attorney

ATTACHMENTS:
1. CLB Backup 1.14.25
2. CLB Membership List 1.14.25
3. CLB Resolution 1.14.25

Memorandum

To: **Madison Bird, County Attorney's Office**

From: **Timothy Crotts, Assistant Division Director**

Date: **November 20, 2024**

Subject: **Collier County Contractors' Licensing Board**

I am in receipt of your memo in which you requested review of application submitted by a citizen interested in serving on the Contractors' Licensing Board. The resume for the applicant listed below was reviewed and meets the Contractors' Licensing Board qualifications stated in Ordinance 2006-46, PART THREE: THE CONTRACTORS' LICENSING BOARD in the following category:

NAME	CATEGORY
Kevin Johnson	Consumer (District 1)

Mr. Johnson currently serves as an alternate member of the Collier County Code Enforcement Board.

Of the 16 meetings held during Ms. Johnson's time on the Code Enforcement Board, Mr. Jonhson attended 11 meetings, and Mr. Johnson was excused for 4 meetings.

An interview was conducted with Mr. Johnson, and he would like to have a more active roll on an advisor board and feels he could accomplish this by being a member of the Contractor Licensing Board.

This memo is for the recommendation of the appointment of Kevin Johnson on the Contractors' Licensing Board.

Should you require additional input, please feel free to contact me at 252-4229.

ADVISORY COMMITTEE APPLICANT
ROUTING MEMORANDUM

FROM: Madison Bird, Office of the County Attorney

DATE: May 20, 2024

APPLICANT:

Kevin Johnson
8057 Tiger Lily Drive
Naples, FL 34113

APPLYING FOR: Contractor's Licensing Board

There are two vacant seats on the above referenced advisory committee. The pending vacancies were advertised and persons interested in serving on this committee were asked to submit an application for consideration.

TO ELECTIONS OFFICE: Attn: Melanie Wain

Please confirm if the above applicant is a registered voter in Collier County, and in what commissioner district the applicant resides.

Registered Voter: Yes Commission District: 1

TO STAFF LIAISON: Attn: Timothy Crotts cc:

An application is attached for your review. Please let me know, in writing, the recommendation for appointment to the advisory committee. In accordance with Resolution No. 2006-83, **your recommendation must be provided within 41 days of the above date**. Your recommendation memo should include:

_____ The names of all applicants considered for the vacancy or vacancies.
_____ The committee's recommendation for appointment or non-appointment.
_____ The category or area of qualification the applicant is to be appointed in.
_____ If the applicant is a reappointment, please include attendance records for the past two years.

TO ADVISORY BOARD COORDINATOR: Attn: Madison Bird

_____ This applicant is **not** recommended for appointment. –OR–
X This applicant **is** recommended for appointment. A recommendation memo is attached, please prepare an agenda item for the next available BCC agenda.

If you have any questions, please call me at 252-8123. Thank you for your attention to this matter.

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Application was received on: 5/17/2024 11:20:17 PM.

Name: Kevin Johnson **Home Phone:** 6093512753

Home Address: 8057 Tiger Lily Drive

City: Naples **Zip Code:** 34113

Phone Numbers
Business:

E-Mail Address: kevejohnson123@gmail.com

Board or Committee: Contractor's Licensing Board

Category: District 1

Place of Employment: McCollisters Global Services

How long have you lived in Collier County: 3-4

How many months out of the year do you reside in Collier County: 9-12

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Not Indicated

Do you or your employer do business with the County? No

Not Indicated

NOTE: All advisory board members must update their profile and notify the Board of County Commissioners in the event that their relationship changes relating to memberships of organizations that may benefit them in the outcome of advisory board recommendations or they enter into contracts with the County.

Would you and/or any organizations with which you are affiliated benefit from decisions or

recommendations made by this advisory board? No

Not Indicated

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? Yes

Code Enforcement Board-Alternate Citizens SurTax Board

Please list your community activities and positions held:
Serve on two HOA boards (VP/Treasurer)

Education:
Bachelors Degree in Business from St.Joseph University.

Experience / Background
Vice President for a Global Logistics Company.

ADVISORY COMMITTEE APPLICANT
ROUTING MEMORANDUM

FROM: Madison Bird, Office of the County Attorney

DATE: November 14, 2024

APPLICANT:

Armando Hernandez
4540 10th Street North
Naples, FL 34120

APPLYING FOR: Contractors Licensing Board

There is one vacancy on the above referenced advisory committee. The vacancy was advertised and persons interested in serving on this committee were asked to submit an application for consideration.

TO ELECTIONS OFFICE: Attn: Melanie Wain cc: Glenda Thomas

Please confirm if the above applicant is a registered voter in Collier County, and in what commissioner district the applicant resides.

Registered Voter: Yes Commission District: 5

TO STAFF LIAISON: Attn: Tim Crotts

An application is attached for your review. Please let me know, in writing, the recommendation for appointment to the advisory committee. In accordance with Resolution No. 2006-83, **your recommendation must be provided within 41 days of the above date**. Your recommendation memo should include:

_____ The names of all applicants considered for the vacancy or vacancies.
_____ The committee's recommendation for appointment or non-appointment.
_____ The category or area of qualification the applicant is to be appointed in.
_____ If the applicant is a reappointment, please include attendance records for the past two years.

TO ADVISORY BOARD COORDINATOR: Attn: Madison Bird

X This applicant is **not** recommended for appointment. –OR–
_____ This applicant **is** recommended for appointment. A recommendation memo is attached, please prepare an agenda item for the next available BCC agenda.

If you have any questions, please call me at 252-8123. Thank you for your attention to this matter.

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Application was received on: 11/12/2024 10:25:09 AM

Name: Armando Hernandez

Email Address: ahernandez@nonameconsulting.net

Home Address: 4540 10th st NE

City/Zip Code: Naples, 34120

Primary Phone: 786-290-1869

Secondary Phone:

Board or Committee: Contractor's Licensing Board

Category (if Applicable):

Place of Employment? Owens & Minor

Do you or your employer do business with the County? No

How many years have you lived in Collier County? 1-2

Home many months out of the year do you reside in Collier County? I am a year-round resident

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Would you and/or any organizations with which you are affiliated benefit from decisions or recommendations made by this advisory board? No

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? No

Please list your community activities and positions held: Board President, Community Association In this role, I led efforts to restore a community in disrepair. I collaborated with contractors to address critical issues, including structural repairs, electrical code compliance, fire safety compliance, and elevator modernization. Through strategic budgeting and identifying cost-saving opportunities, I successfully managed these projects while maintaining financial responsibility.

Education: Biomedical Engineer With 14 years of experience in the medical device manufacturing industry, I have contributed to the development of manufacturing facilities to meet the regulatory standards set by local and federal agencies. My work includes a range of quality-related roles focused on compliance, efficiency, and safety in medical device production.

Experience / Background: Biomedical Engineer With 14 years of experience in the medical device manufacturing industry, I have contributed to the development of manufacturing facilities to meet the regulatory standards set by local and federal agencies. My work includes a range of quality-related roles focused on compliance, efficiency, and safety in medical device production.

Contractors Licensing Board

Name	Work Phone Home Phone	Appt'd DateRe-appt	Exp. Date 2ndExpDate	Term 2nd Term
VACANT VACANT			6/30/25	
, FL ***E-Mail:*** ***District:*** 1 ***Category:*** Consumer				
Mr. Robert P. Meister, III 1120 12th Avenue North Naples, FL 34102 ***E-Mail:*** miestercontracting@gmail.com ***District:*** 4 ***Category:*** City of Naples - General Contractor	(239) 253-6931 (239) 261-8732	03/09/10 02/27/24	02/28/12 02/28/27	2 Years 3 Years
Ms. Jennifer Cassidy 710 Old Trail Drive Naples, FL 34103 ***E-Mail:*** cassidy.jenn@gmail.com ***District:*** 4 ***Category:*** City of Naples - Consumer	(410) 925-4043	11/13/24	06/30/27	3 Years
Mr. Stephen M. Jaron 3361 Lakeview Dr. Naples, FL 34112 ***E-Mail:*** sjaron8@gmail.com ***District:*** 4 ***Category:*** General Contractor	(239) 254-1002 (239) 293-0575	11/09/21 05/24/22	06/30/22 06/30/25	8 mos. 3 Years
Mr. Terry Jerulle 119 Torrey Pines Pt. Naples, FL 34113 ***E-Mail:*** Tjerulle@Tjflorida.com ***District:*** 1 ***Category:*** General Contractor	(239) 213-1143 (239) 289-5400	05/13/08 06/11/24	06/30/09 06/30/27	1 Year 3 Years

Contractors Licensing Board

Name	Work Phone Home Phone	Appt'd DateRe-appt	Exp. Date 2ndExpDate	Term 2nd Term
Mr. Richard E. Joslin, Jr. 595 13th Street N.W. Naples, FL 34120 ***E-Mail:*** PappaPool@embarqmail.com ***District:*** 5 ***Category:*** Commercial Pool/Spa Contractor	(239) 455-5000 (239) 572-1172	06/11/96 6/11/24	06/30/97 06/30/27	1 Year 3 Years
Mr. Matthew H. Nolton 2425 Pinewoods Circle Naples, FL 34105 ***E-Mail:*** mnolton@forgeeng.com ***District:*** 4 ***Category:*** Engineer/General Contractor	(239) 289-3035	01/10/17 06/11/24	06/30/18 06/30/27	1.5 Years 3 Years
Mr. Kyle E. Lantz 3710 7th Ave. NW Naples, FL 34120 ***E-Mail:*** kyle@southwest-creations.com ***District:*** 3 ***Category:*** Roofing Contractor	(239) 405-0667	04/14/09 06/13/23	06/30/11 06/30/26	2 Years 3 Years
Mr. Todd B. Allen 14995 Savannah Drive Naples, FL 34119 ***E-Mail:*** Todd@naples.law ***District:*** 3 ***Category:*** Consumer	(239) 593-7900 (239) 300-3506	10/13/20 05/24/22	06/30/22 06/30/25	1.75 Years 3 Years

Contractors Licensing Board

Name	*Work Phone* *Home Phone*	*Appt'd* *DateRe-appt*	*Exp. Date* *2ndExpDate*	*Term* *2nd Term*

This nine-member board was created by Ord. Nos. 78-2, 85-42, 90-105, as amended, to determine the qualifications of applicants for the various categories of the Contractors' Certificates of Competency. They also hold hearings to determine if a certificate of competency of any contractor, master or journeyman should be revoked. A minimum of 2 members shall reside within the city limits, or shall be recommended to the BCC by City Council. Section 489.131(10), Fla. Stat., states that 3 members must be consumer representatives. The consumer representatives may be any resident of the local jurisdiction that is not, and has never been, a member or practitioner of a profession regulated by the board or a member of any closely related profession. Members of the CLB who are not consumer representative members should be either a licensed architect, a licensed general contractor, a licensed engineer, a licensed electrical contractor, a licensed plumbing contractor, a licensed mechanical contractor, a licensed roofing contractor, a licensed residential, or a licensed building contractor. Except for consumer representative members, these categories are merely directory and failure to have a member of each of the trades is not grounds for voiding any action of the Board. The Board of County Commissioners may also appoint alternate members as it deems appropriate. Terms are 3 years. This is a Quasi Judicial Board.

Amended by Ordinance Nos. 92-61, 94-34, 95-11, 97-68, 99-45, 02-21, 06-46.

FL STAT: 489

Staff: Tim Crotts: 252-4229

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, APPOINTING KEVIN JOHNSON TO THE CONTRACTORS' LICENSING BOARD.

WHEREAS, Collier County Ordinance No. 90-105, as amended, established the Contractors' Licensing Board and provides that the Board shall be composed of nine (9) members appointed by the Board of County Commissioners with a minimum of three (3) consumer representatives and the remaining members to be building professionals such as contractor, engineer, or architect, with a minimum of two (2) members residing within the corporate city limits of the City of Naples and/or the City of Marco Island, or recommended to the Board of County Commissioners by the Naples City Council and/or the City Council of the City of Marco Island; and

WHEREAS, there is one vacant seat on this board; and

WHEREAS, the Board of County Commissioners previously provided public notice soliciting applications from interested parties; and

WHEREAS, Staff has provided its recommendation for appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that KEVIN JOHNSON in the category of Consumer, is hereby appointed to a seat on the Contractors' Licensing Board, to a three-year term expiring on June 30, 2028.

THIS RESOLUTION ADOPTED upon majority vote on the 14th day of January, 2025.

ATTEST:
CRYSTAL K. KINZEL, Clerk

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt Saunders, Chairman

Approved as to form and legality:

_____
Jeffrey A. Klatzkow, County Attorney

Executive Summary

Recommendation to reappoint Larry Holloway to the Ochopee Fire District Advisory Committee.

OBJECTIVE: To reappoint Larry Holloway to the Ochopee Fire District Advisory Committee.

CONSIDERATIONS: This five-member committee was created by Ordinance No. 89-98 to advise the Board of County Commissioners on the operations and budget of the Ochopee Fire Control District. Members must reside within the boundaries of the Ochopee Area Fire Control Special Taxing District, and include 1 member from Everglades City (appointed by the Mayor), 1 member from Plantation Island, 1 member from Chokoloskee, 1 member from Lee Cypress (Copeland) and 1 member from Ochopee. Terms are 2 years. A list of the current membership is included in the backup.

There are two vacant seats on this board. The vacancies were advertised, and an application was received from the following:

APPLICANT	CATEGORY	DIST.	VOTER	ADVISORY COMM.
Larry Holloway*	District Resident	1	Yes	Ochopee Fire District Advisory Committee (2021-present)

**reapplying*

Term limits apply to this committee, in accordance with Code of Laws Sect. 122-229(c)(2), which states in relevant part: *"…each appointment or reappointment shall be for a term of two years. A member of the advisory board may be reappointed by the Board of County Commissioners for one successive term…"* This restriction applies to the above applicant, who has served two terms on this committee.

ATTENDANCE: Mr. Holloway has had one unexcused absence in the past two years. Attendance records are included in the backup.

COMMITTEE RECOMMENDATION: That Larry Holloway be reappointed to his seat on this committee, to a two-year term expiring on December 31, 2026, and that any term limit restrictions be waived for the term of this reappointment, that he may continue his volunteer service on this committee. A recommendation memo is included in the backup. The remaining vacancy will continue to be advertised.

FISCAL IMPACT: There is no fiscal impact associated with this action.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. -JAK

RECOMMENDATIONS: That the Board of County Commissioners adopts the Committee Recommendation and authorizes the Chair to execute the attached resolution confirming the reappointment.

PREPARED BY: Jeffrey A. Klatzkow, County Attorney

ATTACHMENTS:

1. OFCD Backup 1.14.25
2. OFCD Membership List 1.14.25

3. OFCD Resolution 1.14.25

From: Paula Brethauer
To: Madison Bird
Cc: Wanda Rodriguez
Subject: RE: OFCD Application - Holloway
Date: Monday, December 9, 2024 4:57:04 PM
Attachments: Larry Holloway Meeting Attendance.pdf
image001.png
CountyLogo-FullColor_948165c4-9665-41b4-9162-fbb16abff557.png
Facebook_0522f546-5e75-4698-95f9-f15590a3defe.png
Instagram_a8da4774-4b5b-4ad1-8d23-20e69b3b605d.png
X-Twitter_8d678efc-bd14-44ce-97cf-7fbab1003b00.png
Youtube_0078f7f1-7789-4afd-a015-50689fe1f99b.png
311IconforSignature_87c558eb-83f5-449b-87c1-3cc5ac8b0859.png
FacSurveyQR_b67f2fcc-9b22-4afb-9224-4d34c919425d.png

At today's advisory board meeting, the Ochopee Fire Control District Advisory Committee unanimously recommended the reappointment of Larry Holloway to the Ochopee Fire & Rescue Advisory Committee.

- Larry Holloway
  - District 1
  - Category: District Resident (Port of the Isles)

Additionally, since Mr. Holloway's appointment to the committee on April 10, 2023, he has demonstrated excellent attendance and has only missed one meeting.

Please let me know if you require any additional information.

Kind Regards,

Paula

Paula Brethauer - County Manager's Office
Management Analyst I
Facilities Management

Office:239-252-2041

3335 Tamiami Trail East, Suite 101
Naples, FL 34112
Paula.Brethauer@colliercountyfl.gov

Take our Facilities Management Survey!

Use a mobile device to scan the QR code below or click here.

From: Madison Bird <Madison.Bird@colliercountyfl.gov>
Sent: Monday, September 30, 2024 11:27 AM
To: Paula Brethauer <Paula.Brethauer@colliercountyfl.gov>
Cc: Wanda Rodriguez <Wanda.Rodriguez@colliercountyfl.gov>
Subject: OFCD Application - Holloway

Please see attached.

Madison Bird
Legal Assistant, Notary
Office of the County Attorney
239-252-2939

ADVISORY COMMITTEE APPLICANT
ROUTING MEMORANDUM

FROM: Madison Bird, Office of the County Attorney

DATE: September 30, 2024

APPLICANT:

Larry E. Holloway
25085 Peacock Lane Unit 201
Naples, FL 34114

APPLYING FOR: Ochopee Fire Control District Advisory Committee

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There are 3 seats expiring in December on the above referenced advisory committee. The vacancy was advertised and persons interested in serving on this committee were asked to submit an application for consideration.

TO ELECTIONS OFFICE: Attn: Melanie Wain cc: Glenda Thomas

Please confirm if the above applicant is a registered voter in Collier County, and in what commissioner district the applicant resides.

Registered Voter: Yes Commission District: 1

TO STAFF LIAISON: Attn: Paula Brethauer cc: Judith Schleiffer

An application is attached for your review. Please let me know, in writing, the recommendation for appointment to the advisory committee. In accordance with Resolution No. 2006-83, **your recommendation must be provided within 41 days of the above date**. Your recommendation memo should include:

_____ The names of all applicants considered for the vacancy or vacancies.
_____ The committee's recommendation for appointment or non-appointment.
_____ The category or area of qualification the applicant is to be appointed in.
_____ If the applicant is a reappointment, please include attendance records for the past two years.

TO ADVISORY BOARD COORDINATOR: Attn: Madison Bird

_____ This applicant is **not** recommended for appointment. –OR–
_X_ This applicant **is** recommended for appointment. A recommendation memo is attached, please prepare an agenda item for the next available BCC agenda.

If you have any questions, please call me at 252-2939. Thank you for your attention to this matter.

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Application was received on: 09/27/2024 09:20:56 AM

Name: Larry E. Holloway

Email Address: larryeholloway@yahoo.com

Home Address: 25085 Peacock Lane unit 201

City/Zip Code: Naples , 34114

Primary Phone: 574-780-3235

Secondary Phone: 574-780-3594

Board or Committee: Ochopee Fire Control District Advisory Committee

Category (if Applicable):

Place of Employment? Retired

Do you or your employer do business with the County? No

How many years have you lived in Collier County? 4-5

Home many months out of the year do you reside in Collier County? I am a year-round resident

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Would you and/or any organizations with which you are affiliated benefit from decisions or recommendations made by this advisory board? No

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? Yes

If yes, please list the boards / committees: Ochopee Fire Advisory Board current member

Please list your community activities and positions held:

Education:

Experience / Background:

Ochopee Fire Control District Advisory Committee

Name	Work Phone Home Phone	Appt'd DateRe-appt	Exp. Date 2ndExpDate	Term 2nd Term
Ms. Genevieve "Teri" O'Connell 183 Sunset Cay Naples, FL 34114 ***E-Mail:*** occorral@gmail.com ***District:*** 1 ***Category:*** district resident (Port of the Islands)	 (239) 777-2608	09/26/17 01/09/24	12/31/19 12/31/25	2 Years 2 Years
Dr. Don Lee Bradke 25057 Peacock Lane, #201 Naples, FL 34114 ***E-Mail:*** dbradke1234@gmail.com ***District:*** 1 ***Category:*** district resident (Port of the Islands)	 (574) 780-2393	09/26/17 01/09/24	12/31/19 12/31/25	2 Years 2 Years
Mr. Robert Craig 313 Stella Maris Dr. S. Naples, FL 34114 ***E-Mail:*** rcraig9350@gmail.com ***District:*** 1 ***Category:*** district resident (Port of the Islands)	 (239) 404-5516	05/26/15 01/10/23	12/31/16 12/31/24	1.5 years 2 Years
Mr. Larry E. "Gene" Holloway 25085 Peacock Lane, Apt. 201 Naples, FL 34114 ***E-Mail:*** larryeholloway@yahoo.com ***District:*** 1 ***Category:*** district resident (Port of the Islands)	 (574) 780-3235	07/13/21 01/10/23	12/31/22 12/31/24	1.5 Years 2 Years
Mr. Timothy Moshier 311 S. Copeland Ave. #218 Everglades City, FL 34139 ***E-Mail:*** ShallowwaterHog@icloud.com ***District:*** 5 ***Category:*** Everglades City representative	(954) 520-8297 (239) 695-2373	01/12/21 12/10/24	12/31/22 12/31/26	2 Years 2 Years

Ochopee Fire Control District Advisory Committee

Name	*Work Phone* *Home Phone*	*Appt'd* *DateRe-appt*	*Exp. Date* *2ndExpDate*	*Term* *2nd Term*

This 5 member committee was created by Ord. No. 89-98 to advise the Board of County Commissioners on the operations and budget of the Ochopee Fire Control District. Members must reside within the boundaries of the Ochopee Area Fire Control Special Taxing District, and include 1 member from Everglades City (appointed by the Mayor), 1 member from Plantation Island, 1 member from Chokoloskee, 1 member from Lee Cypress (Copeland) and 1 member from Ochopee. Terms are 2 years.

Term limits apply to this committee, per Code of Laws Sec. 122-229(c), Terms of Office: "Thereafter, each appointment or reappointment shall be for a term of two years. A member of the advisory board may be reappointed by the Board of County Commissioners for one successive term…"

(former contact info:
Ochopee Fire Control District - 695-4114
cc: Judith Schleiffer <jschleiffer@gnfire.org> 348-7540)

FL STAT: 125.01

Staff: Paula Brethauer: 252-2041

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, REAPPOINTING LARRY HOLLOWAY TO THE OCHOPEE FIRE CONTROL DISTRICT ADVISORY BOARD.

WHEREAS, Collier County Ordinance No. 89-98 created the Ochopee Fire District Advisory Board to advise the Board of County Commissioners (Board) on the budget and operation of the Ochopee Fire Control District; and

WHEREAS, Ordinance No. 89-98, as amended, states that this Advisory Board shall be composed of five members and provides guidelines the Board may consider relating to its composition; and

WHEREAS, there are two vacant seats on this Advisory Board; and

WHEREAS, the Board of County Commissioners previously provided public notice soliciting applications from interested parties; and

WHEREAS, the Ochopee Fire Control District Advisory Board has provided the Board of County Commissioners with its recommendation for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that LARRY HOLLOWAY is hereby reappointed to his seat on the Ochopee Fire Control District Advisory Board, to a two-year term expiring on December 31, 2026, and further, that term limit restrictions are hereby waived for this reappointment.

THIS RESOLUTION ADOPTED upon majority vote on the 14th day of January, 2025.

ATTEST:
CRYSTAL K. KINZEL, Clerk

By:_____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By:_____
Burt Saunders, Chairman

Approved as to form and legality:

_____
Jeffrey A. Klatzkow
County Attorney

Executive Summary

Recommendation to appoint three members to the Black Affairs Advisory Board.

OBJECTIVE: To appoint three new members to the Black Affairs Advisory Board.

CONSIDERATIONS: This nine-member board was created in 1991 to identify and evaluate problems unique to the black community, review and recommend ways to ensure open communication between minorities and Collier County government and provide periodic reports to the Board of County Commissioners. Terms are four years. A list of the current membership is included in the backup.

There are currently three vacant seats on this advisory board. The vacancies were advertised, and applications were received from the following:

APPLICANT	CATEGORY	DIST.	VOTER	ADVISORY COMM.
Aubrey Fulton	n/a	3	Yes	None
Jenny Carls Rools Ronald Joseph	n/a	4	Yes	None
Jerry Haynes	n/a	4	Yes	None
Bessie Brown	n/a	5	Yes	None
Jimmy Bayes	n/a	5	Yes	None

STAFF RECOMMENDATION: At its meeting on November 18, 2024, the advisory board recommended that Ms. Joseph and Mr. Bayes be appointed to the Black Affairs Advisory Board, each to fill the remainder of a vacant term expiring on June 25, 2027 and that Ms. Brown be appointed to a four-year term expiring on June 25, 2029. A recommendation memo is included in the backup to this item.

FISCAL IMPACT: There is no fiscal impact associated with this action.

GROWTH MANAGEMENT IMPACT: There is no growth management impact associated with this action.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for Board approval. -JAK

RECOMMENDATIONS: That the Board of County Commissioners adopts the Staff Recommendation and authorizes the Chair to execute the attached resolution confirming the appointments.

PREPARED BY: Jeffrey A. Klatzkow, County Attorney

ATTACHMENTS:

1. BAAB Backup 1.14.25
2. BAAB Membership List 1.14.25
3. BAAB Resolution 1.14.25

Collier County

Memorandum

To: Madison Bird
Office of the County Attorney

From: Maria Hopkins, Staff Liaison,
Black Affairs Advisory Committee

Date: December 3, 2024

Subject: Recommendation of Appointment

During the November 18, 2024, meeting, the Black Affairs Advisory Board voted 6-1 to recommend the appointment of **Bessie M Brown- term four years, Jenny Carls Rools Ronald Joseph- term four years, and Jimmy Bayes- term four years.**

Please let me know if you need additional information.

RE: BAAB Recommendation of Appointment



Maria Hopkins
To Madison Bird
Cc Wanda Rodriguez

Reply | Reply All | Forward | ...

Fri 12/20/2024 3:29 PM

Follow up. Completed on Monday, December 23, 2024.

Bessie M Brown- can serve until 06/25/2029

Jenny Carls Rools Ronald Joseph and Jimmy Bayes- Service until 06/25/2027

Maria Hopkins
Public Information Coordinator II
Communications, Government & Public Affairs

Office:239-252-8113

3299 Tamiami Trail East, Suite 102
Naples, FL 34112
Maria.Hopkins@colliercountyfl.gov

Collier County

311

ADVISORY COMMITTEE APPLICANT
ROUTING MEMORANDUM

FROM: Madison Bird, Office of the County Attorney

DATE: November 25, 2024

APPLICANT:

Aubrey Fulton
126 Burnt Pine Drive
Naples, FL 34119

APPLYING FOR: Black Affairs Advisory Board

We currently have three vacancies on the above referenced advisory committee. The vacancies were advertised, and persons interested in serving on this committee were asked to submit an application for consideration.

TO ELECTIONS OFFICE: Attn: Melanie Wain cc: Glenda Thomas

Please confirm if the above applicant is a registered voter in Collier County, and in what commissioner district the applicant resides.

Registered Voter: Yes Commission District: 3

TO STAFF LIAISON: Attn: Maria Hopkins

An application is attached for your review. Please let me know, in writing, the recommendation for appointment to the advisory committee. In accordance with Resolution No. 2006-83, **your recommendation must be provided within 41 days of the above date**. Your recommendation memo should include:

_____ The names of all applicants considered for the vacancy or vacancies.
_____ The committee's recommendation for appointment or non-appointment.
_____ The category or area of qualification the applicant is to be appointed in.
_____ If the applicant is a reappointment, please include attendance records for the past two years.

TO ADVISORY BOARD COORDINATOR:

_____ This applicant is **not** recommended for appointment. –OR–
__x__ This applicant **is** recommended for appointment. A recommendation memo is attached, please prepare an agenda item for the next available BCC agenda.

If you have any questions, please call me at 252-8123. Thank you for your attention to this matter.

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Application was received on: 11/22/2024 07:29:04 PM

Name: Aubrey Fulton

Email Address: Aubrey@theauvanclinic.com

Home Address: 126 Burnt Pine Drive

City/Zip Code: Naples, 34119

Primary Phone: 678-733-1998

Secondary Phone:

Board or Committee: Black Affairs Advisory Board

Category (if Applicable): Citizen At-Large

Place of Employment? AuVan Clinic Health & Wellness Group LLC

Do you or your employer do business with the County? No

How many years have you lived in Collier County? More than 15

Home many months out of the year do you reside in Collier County? I am a year-round resident

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Would you and/or any organizations with which you are affiliated benefit from decisions or recommendations made by this advisory board? No

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? No

Please list your community activities and positions held: Church, Pastor, Marriage Counselor

Education: Edison Community College, South University, Jacksonville Theological Seminary. Doctoral and Masters Degree

Experience / Background: Edison Community College, South University, Jacksonville Theological Seminary. Doctoral and Masters Degree

ADVISORY COMMITTEE APPLICANT
ROUTING MEMORANDUM

FROM: Madison Bird, Office of the County Attorney

DATE: August 21, 2024

APPLICANT:

Jenny Carls Rools Ronald Joseph
3614 Poplar Way
Naples, FL 34112

APPLYING FOR: Black Affairs Advisory Board

We currently have a vacancy on the above referenced advisory committee. The vacancy was advertised and persons interested in serving on this committee were asked to submit an application for consideration.

TO ELECTIONS OFFICE: Attn: Melanie Wain cc: Glenda Thomas

Please confirm if the above applicant is a registered voter in Collier County, and in what commissioner district the applicant resides.

Registered Voter: Yes Commission District: 4

TO STAFF LIAISON: Attn: Maria Hopkins

An application is attached for your review. Please let me know, in writing, the recommendation for appointment to the advisory committee. In accordance with Resolution No. 2006-83, **your recommendation must be provided within 41 days of the above date**. Your recommendation memo should include:

____ The names of all applicants considered for the vacancy or vacancies.
____ The committee's recommendation for appointment or non-appointment.
____ The category or area of qualification the applicant is to be appointed in.
____ If the applicant is a reappointment, please include attendance records for the past two years.

TO ADVISORY BOARD COORDINATOR:

____ This applicant is **not** recommended for appointment. –OR–
X This applicant **is** recommended for appointment. A recommendation memo is attached, please prepare an agenda item for the next available BCC agenda.

If you have any questions, please call me at 252-8123. Thank you for your attention to this matter.

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Application was received on: 8/19/2024 6:46:48 PM.

Name: Jenny Carls Rools Ronald Joseph **Home Phone:** 9548322625

Home Address: Poplar Way 3614

City: Naples, FL **Zip Code:** 34112

Phone Numbers
Business:

E-Mail Address: josephkingcr68@gmail.com

Board or Committee: Black Affairs Advisory Board

Category:

Place of Employment: Assembly of the rock eternal Inc

How long have you lived in Collier County: 10-15

How many months out of the year do you reside in Collier County: I am a year-round resident

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Not Indicated

Do you or your employer do business with the County? No

Not Indicated

NOTE: All advisory board members must update their profile and notify the Board of County Commissioners in the event that their relationship changes relating to memberships of organizations that may benefit them in the outcome of advisory board recommendations or they enter into contracts with the County.

Would you and/or any organizations with which you are affiliated benefit from decisions or recommendations made by this advisory board? No

Not Indicated

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? No

Not Indicated

Please list your community activities and positions held:

Pastor, educator, church Community activates and I am justice social leadership

Education:

University

Experience / Background

Educator, community leader, sports, federal community Haiti, and assembly of the Rock Eternal Inc. founder (5-08-1980.)

ADVISORY COMMITTEE APPLICANT
ROUTING MEMORANDUM

FROM: Madison Bird, Office of the County Attorney

DATE: August 21, 2024

APPLICANT:

Jerry Haynes
1965 River Reach Drive Apt. 226
Naples, FL 34104

APPLYING FOR: Black Affairs Advisory Board

We currently have a vacancy on the above referenced advisory committee. The vacancy was advertised and persons interested in serving on this committee were asked to submit an application for consideration.

TO ELECTIONS OFFICE: Attn: Melanie Wain cc: Glenda Thomas

Please confirm if the above applicant is a registered voter in Collier County, and in what commissioner district the applicant resides.

Registered Voter: Yes Commission District: 4

TO STAFF LIAISON: Attn: Maria Hopkins

An application is attached for your review. Please let me know, in writing, the recommendation for appointment to the advisory committee. In accordance with Resolution No. 2006-83, **your recommendation must be provided within 41 days of the above date**. Your recommendation memo should include:

_____ The names of all applicants considered for the vacancy or vacancies.
_____ The committee's recommendation for appointment or non-appointment.
_____ The category or area of qualification the applicant is to be appointed in.
_____ If the applicant is a reappointment, please include attendance records for the past two years.

TO ADVISORY BOARD COORDINATOR:

X This applicant is **not** recommended for appointment. –OR–
_____ This applicant **is** recommended for appointment. A recommendation memo is attached, please prepare an agenda item for the next available BCC agenda.

If you have any questions, please call me at 252-8123. Thank you for your attention to this matter.

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Application was received on: 08/19/2024 06:44:32 PM

Name: Jerry Haynes

Email Address: esqq2@yahoo.com

Home Address: 1965 River Reach Dr Apt 226

City/Zip Code: Naples , 34104

Primary Phone: 305-467-4525

Secondary Phone:

Board or Committee: Black Affairs Advisory Board

Category (if Applicable):

Place of Employment? Self

Do you or your employer do business with the County? No

How many years have you lived in Collier County? 5-10

Home many months out of the year do you reside in Collier County? I am a year-round resident

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Would you and/or any organizations with which you are affiliated benefit from decisions or recommendations made by this advisory board? Yes

If yes, Please Explain: Provide input into county activities and awareness of county

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? No

Please list your community activities and positions held:

Education: JD

Experience / Background: JD

ADVISORY COMMITTEE APPLICANT
ROUTING MEMORANDUM

FROM: Wanda Rodriguez, Office of the County Attorney

DATE: January 4, 2024

APPLICANT:

Bessie M. Brown
4394 Battlecreek Way
Ave Maria, FL 34142

APPLYING FOR: Black Affairs Advisory Board

We currently have two vacancies on the above referenced advisory committee. The vacancies were advertised and persons interested in serving on this committee were asked to submit an application for consideration.

TO ELECTIONS OFFICE: Attn: Shavontae Dominique

Please confirm if the above applicant is a registered voter in Collier County, and in what commissioner district the applicant resides.

Registered Voter: Yes Commission District: 5

TO STAFF LIAISON: Attn: Maria Pizarro

An application is attached for your review. Please let me know, in writing, the recommendation for appointment to the advisory committee. In accordance with Resolution No. 2006-83, **your recommendation must be provided within 41 days of the above date**. Your recommendation memo should include:

_____ The names of all applicants considered for the vacancy or vacancies.
_____ The committee's recommendation for appointment or non-appointment.
_____ The category or area of qualification the applicant is to be appointed in.
_____ If the applicant is a reappointment, please include attendance records for the past two years.

TO ADVISORY BOARD COORDINATOR: Attn: Wanda Rodriguez

_____ This applicant is **not** recommended for appointment. –OR–
_X_ This applicant **is** recommended for appointment. A recommendation memo is attached, please prepare an agenda item for the next available BCC agenda.

If you have any questions, please call me at 252-8123. Thank you for your attention to this matter.

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Application was received on: 1/3/2024 11:44:40 PM.

Name: Bessie M Brown **Home Phone:** (478)960-6312

Home Address: 4394 Battlecreek Way

City: Ave Maria **Zip Code:** 34142

Phone Numbers
Business:

E-Mail Address: bessiebrown556@gmail.com

Board or Committee: Black Affairs Advisory Board

Category:

Place of Employment: Retired

How long have you lived in Collier County: 4-5

How many months out of the year do you reside in Collier County: I am a year-round resident

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Not Indicated

Do you or your employer do business with the County? No

Not Indicated

NOTE: All advisory board members must update their profile and notify the Board of County Commissioners in the event that their relationship changes relating to memberships of organizations that may benefit them in the outcome of advisory board recommendations or they enter into contracts with the County.

Would you and/or any organizations with which you are affiliated benefit from decisions or

recommendations made by this advisory board? No

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? No

Not Indicated

Please list your community activities and positions held:

President - Naples Pilot Club Volunteer - Tutor - Immokalee Vice President - AKA - Alpha Beta Epsilon Omega Volunteer - Adopt A Precinct - Voting

Education:

Bachelors and Masters Degrees - Mississippi State University - Starkville, Ms Specialist in Educational Leadership - Georgia College and State University Endorsements - Gifted Education

Experience / Background

Retired Asst. Superintendent of Schools - Georgia, Teacher and School Administrator Employment Counselor

ADVISORY COMMITTEE APPLICANT
ROUTING MEMORANDUM

FROM: Wanda Rodriguez, Office of the County Attorney

DATE: June 18, 2024

APPLICANT:

Jimmy Bayes
1219 Banana Lane
Immokalee, FL 34142

APPLYING FOR: Black Affairs Advisory Board

We currently have a vacancy on the above referenced advisory committee. The vacancy was advertised and persons interested in serving on this committee were asked to submit an application for consideration.

TO ELECTIONS OFFICE: Attn: Melanie Wain

Please confirm if the above applicant is a registered voter in Collier County, and in what commissioner district the applicant resides.

Registered Voter: Yes Commission District: 5

TO STAFF LIAISON: Attn: Maria Pizarro

An application is attached for your review. Please let me know, in writing, the recommendation for appointment to the advisory committee. In accordance with Resolution No. 2006-83, **your recommendation must be provided within 41 days of the above date**. Your recommendation memo should include:

_____ The names of all applicants considered for the vacancy or vacancies.
_____ The committee's recommendation for appointment or non-appointment.
_____ The category or area of qualification the applicant is to be appointed in.
_____ If the applicant is a reappointment, please include attendance records for the past two years.

TO ADVISORY BOARD COORDINATOR:

_____ This applicant is **not** recommended for appointment. –OR–
X This applicant **is** recommended for appointment. A recommendation memo is attached, please prepare an agenda item for the next available BCC agenda.

If you have any questions, please call me at 252-8123. Thank you for your attention to this matter.

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Application was received on: 6/18/2024 9:27:39 AM.

Name: Jimmy Bayes **Home Phone:** 850-260-8169

Home Address: 1219 Banana Ln.

City: Immokalee **Zip Code:** 34142

Phone Numbers
Business: 813-610-0816

E-Mail Address: Jimmybayesinc@gmail.com

Board or Committee: Black Affairs Advisory Board

Category:

Place of Employment: Collier County school district

How long have you lived in Collier County: 5-10

How many months out of the year do you reside in Collier County: I am a year-round resident

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Not Indicated

Do you or your employer do business with the County? No

Not Indicated

NOTE: All advisory board members must update their profile and notify the Board of County Commissioners in the event that their relationship changes relating to memberships of organizations that may benefit them in the outcome of advisory board recommendations or they enter into contracts with the County.

Would you and/or any organizations with which you are affiliated benefit from decisions or recommendations made by this advisory board? No

Not Indicated

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? No

Not Indicated

Please list your community activities and positions held:

Education:
BS- University of South Florida.

Experience / Background
Mental health and Sports education.

Black Affairs Advisory Board

Name	Work Phone / Home Phone	Appt'd Date / Re-appt	Exp. Date / 2nd Exp Date	Term / 2nd Term
VACANT VACANT Naples, FL 34110 ***E-Mail:*** ***District:*** 2 ***Category:***			06/25/25	4 Years
VACANT VACANT Naples, FL 34119 ***E-Mail:*** ***District:*** 3 ***Category:***			06/25/27	4 Years
Ms. Jeris Lampkin Smith 5348 Allen Place Ave Maria, FL 34142 ***E-Mail:*** jerissmith52@gmail.com ***District:*** 5 ***Category:***	(305) 345-9899	11/8/22	06/25/25	3 Years
Ms. Hilda Cenecharles 5088 Beckton Road Ave Maria, FL 34142 ***E-Mail:*** Hildacenecharles@yahoo.com ***District:*** 5 ***Category:***	(305) 343-0996	4/23/24	06/25/28	4 Years
Mr. John Newton 2920 West Crown Pointe Blvd. Naples, FL 34112 ***E-Mail:*** jnewtonmjl@gmail.com ***District:*** 4 ***Category:***	(317) 650-0023	11/8/22	06/25/26	4 Years

Black Affairs Advisory Board

Name	*Work Phone* *Home Phone*	*Appt'd* *DateRe-appt*	*Exp. Date* *2ndExpDate*	*Term* *2nd Term*
VACANT VACANT			06/25/27	4 Years
Naples, FL ***E-Mail:*** ***District:*** ***Category:***				
Mr. Vincent Keeys 1811 19th Street SW Naples, FL 34117 ***E-Mail:*** Vkeeys@gmail.com ***District:*** 5 ***Category:***	(239) 455-2886	4/23/24	06/25/28	4 Years
Rev. Jean Paul 5291 Confederate Dr. Naples, FL 34113 ***E-Mail:*** jeanrpaul@gmail.com ***District:*** 1 ***Category:***	(239) 793-0003 (239) 595-8174	10/26/21	06/25/25	4 Years
Mr. Michael Patterson 430 Gaunt St. Immokalee, FL 34142 ***E-Mail:*** coachpatterson36@gmail.com ***District:*** 5 ***Category:***	(239) 672-2621	06/25/19 11/8/22	06/25/22 06/25/26	3 Years 4 Years

Black Affairs Advisory Board

Name	*Work Phone* *Home Phone*	*Appt'd* *DateRe-appt*	*Exp. Date* *2ndExpDate*	*Term* *2nd Term*

This nine-member board was created on May 14, 1991, by Ordinance Nos. 91-38 & 91-77, to identify and evaluate problems unique to the black community, review and recommend ways to ensure open communication between minorities and Collier County Government and provide periodic reports to the Board of County Commissioners. Terms are 4 years.

Terms limits apply to this committee, per Code of Laws Sec. 2-948, Terms of Office: “(b) Thereafter, each appointment or reappointment shall be for a term of four years. A member of the board may be reappointed by the Board of County Commissioners for one successive term.”

FL STAT: none

Staff: Maria Hopkins: 252-8113

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, APPOINTING JENNY JOSEPH, JIMMY BAYES AND BESSIE BROWN TO THE BLACK AFFAIRS ADVISORY BOARD.

WHEREAS, Collier County Ordinance No. 91-38 established the Black Affairs Advisory Board to provide periodic reports to the Board of County Commissioners that identify and evaluate problems unique to the black community and recommend ways to ensure open communication between minorities and Collier County Government; and

WHEREAS, Ordinance No. 91-38, as amended, provides that the Advisory Board shall consist of nine members; and

WHEREAS, there are currently three vacancies on this Advisory Board; and

WHEREAS, the Board of County Commissioners previously provided public notice soliciting applications from interested parties; and

WHEREAS, staff has provided the Board of County Commissioners with its recommendation for appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that JENNY JOSEPH and JIMMY BAYES are hereby appointed to the Black Affairs Advisory Board, each to serve the remainder of a vacant term expiring on June 25, 2027 and that BESSIE BROWN be appointed to a four-year term to expire on June 25, 2029.

THIS RESOLUTION ADOPTED after majority vote on the 14th day of January, 2025.

ATTEST:
CRYSTAL K. KINZEL, Clerk

By:_____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By:_____
Burt Saunders, Chairman

Approved as to form and legality:

_____
Jeffrey A. Klatzkow
County Attorney

Executive Summary

This item requires ex parte disclosure to be provided by the Commission members. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve a Resolution designating Metro South as a Mixed-Use Project (MUP) in the Gateway Triangle Zoning Overlay District, Commercial Mixed-Use Sub-District (GTZO-MXD), comprising 0.64± acres pursuant to Land Development Code Sec. 2.03.07.N.4; providing for designation as "MUP," and approving up to a maximum of 8 residential dwelling units, including 7 bonus density units as determined through the SDP process and 3,860 square feet of permitted commercial uses, with one deviation; and providing for conceptual site plan approval, for parcels located south of Tamiami Trail East, approximately 295 feet east of Bayshore Drive.

OBJECTIVE: To have the Board of County Commissioners ("Board") review staff's findings and recommendations along with the recommendations of the Collier County Planning Commission (CCPC) regarding the above-referenced petition, render a decision regarding this mixed-use project petition, and ensure the project is in harmony with all the applicable codes and regulations in order to ensure that the community's interests are maintained.

CONSIDERATIONS: The ±0.64-acre subject property is located at 3010 Tamiami Trail East, south of Tamiami Trail East, approximately 295 feet east of Bayshore Drive. The petitioner is requesting an application designating Metro South as a Mixed Use Project (MUP) in the Gateway Triangle Zoning Overlay District, Commercial Mixed Use Sub-District (GTZO-MXD), comprising ±0.64-acre acres pursuant to Land Development Code Sec. 2.03.07.N.4, of the ±0.64-acres, 0.11 acres are in the MH BZO R1, providing for designation as "MUP" and approving up to a maximum of 8 residential dwelling units, including seven bonus density units as determined through the SDP process and 3,860 square feet of permitted commercial uses, with one deviation; and providing for conceptual site plan approval.

FISCAL IMPACT: The County collects impact fees prior to the issuance of a Certificate of Occupancy to help offset the impact of each new development on public facilities. These impact fees are used to fund projects identified in the Capital Improvement Element of the Growth Management Plan (GMP) as needed to maintain the adopted Level of Service (LOS) for public facilities. Other fees collected prior to the issuance of a building permit include building permit review fees. Please note that impact fees and taxes collected were not included in the criteria used by staff and the Planning Commission to analyze this petition.

GROWTH MANAGEMENT IMPACT: Comprehensive Planning staff has reviewed the proposed Mixed-Use Project. The subject property is designated Urban (Urban Mixed Use District – Urban Coastal Fringe Subdistrict) within the Bayshore/Gateway Triangle Redevelopment Overlay (B/GTRO) and the Coastal High Hazard Area (CHHA), all as identified on the Future Land Use Map of the GMP. Please see Attachment B - Consistency Review Memorandum.

GMP Conclusion: The GMP is the prevailing document to support land use decisions, such as this proposed Mixed-Use Project. Staff is required to make a recommendation regarding a finding of consistency or inconsistency with the overall GMP as part of the recommendation for approval, approval with conditions, or denial of any rezoning petition. Based on the attached GMP consistency memo, staff finds the subject petition consistent with the Growth Management Plan.

Transportation Element: In evaluating this project, staff reviewed the applicant's May 11, 2023, Traffic Impact Statement for consistency with Policy 5.1 of the Transportation Element of the Growth Management Plan (GMP) using the 2022 and 2023 Annual Update and Inventory Reports (AUIR).

Policy 5.1 of the Transportation Element of the GMP states;

> *"The County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as*

identified in the current AUIR or if it impacts an adjacent roadway segment that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service Standard within the five year AUIR planning period, unless specific mitigating stipulations are also approved. A petition or application has significant impacts if the traffic impact statement reveals that any of the following occur:

a. For links (roadway segments) directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume;

b. For links adjacent to links directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume; and

c. For all other links the project traffic is considered to be significant up to the point where it is equal to or exceeds 3% of the adopted LOS standard service volume.

Mitigating stipulations shall be based upon a mitigation plan prepared by the applicant and submitted as part of the traffic impact statement that addresses the project's significant impacts on all roadways."

Staff finding: According to the TIS provided with this petition, the proposed development will generate a projected total of +/- 14 PM peak hour, as well as 2-way trips on the adjacent roadway segments of East Tamiami Trail (US-41). The trips generated by this development will occur on the following adjacent roadway link:

Link/Roadway	Link	Current Peak Hour Peak Direction Volume/Peak Direction	Projected P.M. Peak Hour/Peak Direction Project Trips (1)	2022 AUIR LOS/ Remaining Capacity	2023 AUIR LOS/ Remaining Capacity
91.0/Tamiami Trail East (US-41)	Davis Blvd to Airport Rd	2,900/East	5/East	C/ 942	C/ 1,000

- (1) Source for P.M. Peak Hour/Peak Direction Project Traffic is from the May 11, 2023 Traffic Impact Statement provided by the petitioner.

Based on the TIS, the 2022 AUIR, and the 2023 AUIR, the subject PUD is consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan. The Traffic Impact Statement (TIS) indicates that the adjacent roadway network has sufficient capacity to accommodate this project within the 5-year planning period.

Conservation and Coastal Management Element (CCME): Environmental review staff has found this project to be consistent with the Conservation & Coastal Management Element (CCME). The project site has been cleared; no preservation is required. The project site is 0.64 acres.

COLLIER COUNTY PLANNING COMMISSION (CCPC) RECOMMENDATION: On November 21, 2024, the CCPC heard petition MUP-PL20220006931 and, by a vote of 7 to 0, recommended forwarding it to the Board with a recommendation of approval. The CCPC approval was unanimous. No letters of objection have been received. As such, this petition will be placed on the Summary Agenda.

LEGAL CONSIDERATIONS:

Before you is a recommendation by the Planning Commission for approval of a mixed-use project (MUP) in the Gateway Triangle Zoning Overlay District, Commercial Mixed-Use Sub-District (GTZO-MXD). Per LDC Section 4.02.16.C.8: Mixed-Use Projects (MUPs) are typically human-scale, pedestrian-oriented, interconnected projects with a

mix of residential and commercial uses such as retail, office, and civic amenities that complement each other. Residential uses are often located above commercial uses, but can be separate areas of residential use only with close proximity to commercial uses. An interconnected street system is the basis for the transportation network. Buildings are encouraged to be built close to the vehicular and pedestrian way to create a continuous, active, and vibrant streetscape utilizing the architecture, landscaping, lighting, signage, and street furnishings.

A MUP requiring a public hearing is required to follow the procedures for conditional uses and make the findings set forth in LDC section 10.08.00. A conditional use is a use that may be allowed in a particular zoning district subject to certain restrictions. All testimony given must be under oath. The attached report and recommendations of the Planning Commission are advisory only and are not binding on you. Petitioner has the burden of demonstrating that the necessary requirements have been met, and you may question Petitioner or staff to satisfy yourself that the necessary criteria have been satisfied.

Criteria for Mixed-Use Projects:

Conditional use findings: (LDC Section 10.08.00)

1. The granting of the conditional use will not adversely affect the public.
2. Consistency with the LDC and Growth Management Plan.
3. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
4. The effect the conditional use would have on neighboring properties in relation to noise, glare, economic, or odor effects.
5. Compatibility with adjacent properties and other property in the district.

Mixed-use project findings: (LDC Section 10.02.15)

6. Whether or not the requested use or uses are consistent with and further the redevelopment goals and/or objectives of the Collier County Community Redevelopment Agency (CRA) for the subdistrict(s) in which it is located. In addition to the typical staff analysis for land use petitions, the Collier County Planning Commission (CCPC) may also be guided by written or verbal input from CRA staff.
7. Whether or not the proposed use or uses are appropriate in terms of scale and/or size when considered in the context of the overall MUP and subdistrict.
8. Whether a requested deviation is (1) justified in that the subject LDC provision is not practical, feasible, desirable, or warranted or not practical, feasible, desirable, or (2) warranted to the same degree as prescribed by the subject LDC provision in the context of the proposed mixed-use project. The applicant shall provide an analysis so the CCPC may consider the existing conditions related to the need for the requested deviation or, conversely, strict adherence to the subject LDC provision, in terms of feasibility and/or need.
9. Whether or not the deviation will or may have a negative impact on public health, safety, and welfare.

Deviation Criteria: (LDC Section 10.02.15)

10. Whether a requested deviation is (1) justified in that the subject LDC provision is either not practical, feasible, desirable, or warranted or not practical, feasible, desirable, or (2) warranted to the same degree as prescribed by the subject LDC provision, in the context of the proposed mixed-use project. The application shall provide an analysis of existing conditions and the impact of either the requested deviation or strict adherence to the subject LDC provision in terms of feasibility and/or need.

11. Whether or not the deviation will or may have a negative impact on public health, safety, and welfare.

The Board must base its decision upon the competent, substantial evidence presented by the written materials supplied to it, including but not limited to the Staff Report, Executive Summary, maps, studies, letters from interested persons, and the oral testimony presented at the BCC hearing as these items relate to these criteria. Should this item be denied, Florida Statutes section 125.022(3) requires the County to provide written notice to the applicant citing applicable

portions of an ordinance, rule, statute, or other legal authority for the denial. This item has been approved as to form and legality and requires an affirmative vote of four for Board approval. (HFAC)

RECOMMENDATIONS: To approve the request for Petition MUP-PL20220006931, Metro South.

PREPARED BY: Timothy Finn, AICP, Planner III, Zoning Division

ATTACHMENTS:

1. Staff Report - Metro South MUP
2. Attachment A - Proposed Resolution revised 12-6-24
3. Attachment B - PL20220006931 East Trail MUP consistency memo
4. Attachment C - NIM Materials - 7-25-23
5. Attachment D - NIM Materials - 9-5-24
6. Attachment E - Application-Backup Materials
7. Attachment F - City of Naples - Letter of Availability
8. Attachment G - CRA Letter of Support
9. Attachment H - Hearing Advertisement Signs
10. legal ad - agenda ID 24-1990 - 3010 Tamiami Trl E (Metro South MUP) (PL20220006931)

STAFF REPORT

TO: COLLIER COUNTY PLANNING COMMISSION

FROM: ZONING DIVISION – ZONING SERVICE SECTION
GROWTH MANAGEMENT DEPARTMENT

HEARING DATE: NOVEMBER 7, 2024

SUBJECT: MUP-PL20220006931; 3010 TAMIAMI TRAIL

OWNER/APPLICANT/AGENTS:

Owner:
D&D Retirement Trust LLC
1100 Rainbow Drive
Naples, FL. 34104

Agent:
Mr. Brandon Copper
Davidson Engineering
4365 Radio Road, Suite 201
Naples, FL. 34104

REQUESTED ACTION:

The petitioner is requesting that the Collier County Planning Commission (CCPC) consider an application designating Metro South as a Mixed Use Project (MUP) in the Gateway Triangle Zoning Overlay District, Commercial Mixed Use Sub-District (GTZO-MXD), comprising 0.64± acres pursuant to Land Development Code Sec. 2.03.07.N.4, of the ±0.64-acre, 0.11 acres are in the MH BZO R1, providing for designation as "MUP" and approving up to a maximum of 8 residential dwelling units, including 7 bonus density units as determined through the SDP process and 3,860 square feet of permitted commercial uses, with one deviation; and providing for conceptual site plan approval.

GEOGRAPHIC LOCATION:

The ±0.64-acre subject property is located at 3010 Tamiami Trail East, south of Tamiami Trail East, approximately 295 feet east of Bayshore Drive. (See Pages 2 & 3 for the site location map and concept plan.)

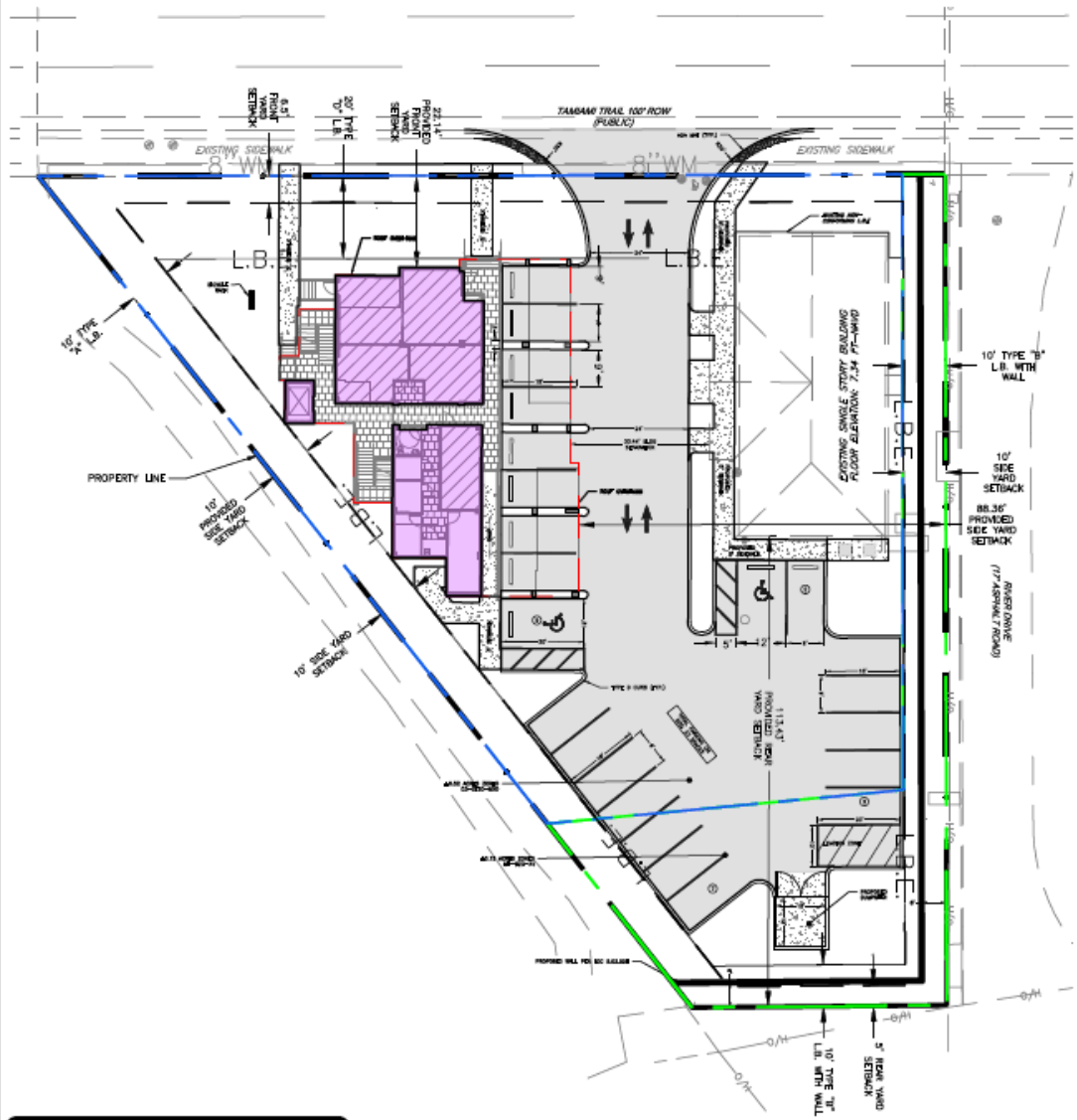


Location Map



Zoning Map

Petition Number: PL20220006931



LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED 1ST FLOOR ENCLOSED SPACE
- COVERED GROUND FLOOR WALKWAY
- PROPOSED PARKING STALL COUNT
- ROOF OVERHANG FOR FLOORS 2-5
- AREA ZONED MH-BZO-R1
- AREA ZONED C-3 GTZO-MXD

BUILDING SETBACKS

	FRONT YARD (NORTH)	SIDE YARD (EAST/WEST)	REAR YARD (SOUTH)
REQUIRED	6.5'	10'	5'
PROVIDED	22.14'	10'/88.36	113.43'

*PER LDC 4.02.16

PLANNING NOTES:

ZONING: C-3-GTZO-MXD & MH-BZO-R1

DEVELOPMENT TYPE/LAND USE: MIXED USE

	REQUIRED	PROVIDED
BUILDING HEIGHT MAXIMUM (ZONED):	56'	56'
MINIMUM LOT AREA:	10,000 SQ. FT.	28,008' SQ. FT.
MINIMUM LOT WIDTH:	100'	139.8' (AVG.)***
MINIMUM BUILDING SEPARATION:	10'	33.44'
PARKING REQUIREMENTS	23 SPACES	23 SPACES
HANDICAP SPACES REQUIRED	1 SPACES	2 SPACES

STRUCTURALLY UNIFIED BUILDINGS
SEE CALCULATIONS BELOW
*** PER LOT WIDTH DEFINITION PROVIDED IN LDC 1.08.00

BASE DENSITY = 1 UNIT PER ACRE
REQUESTING ADDITIONAL DENSITY VIA 'BONUS DENSITY POOL ALLOCATION' FOR A TOTAL DENSITY = 12 UNITS/ACRE
PROPOSED COMMERCIAL ASPECT OF MIXED USE STRUCTURE = 1,345 SQ. FT.
PROPOSED RESIDENTIAL ASPECT OF MIXED USE STRUCTURE = 11,480 SQ. FT.
EXISTING COMMERCIAL SQUARE FOOTAGE = 2,515 SQ. FT.

PARKING REQUIREMENTS:

EXISTING GENERAL OFFICE < 2,515 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
EXISTING GENERAL OFFICE = 2,515 SQ. FT.: 7 SPACES REQUIRED

PROPOSED GENERAL OFFICE < 1,345 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
PROPOSED GENERAL OFFICE = 1,345 SQ. FT.: 4 SPACES REQUIRED

PROPOSED RESIDENTIAL (2ND – 5TH) =
8 – 2 BEDROOM UNITS @ 1.5 SPACES PER UNIT 12 SPACES REQUIRED

OVERALL PARKING REQUIREMENT = 23 SPACES REQUIRED
23 SPACES PROVIDED

HANDICAP SPACES REQUIRED (INCLUDED IN OVERALL PARKING PROVIDED):
1 SPACE TO 25 SPACES: 1 SPACE REQUIRED
2 SPACES PROVIDED

DAVIDSON ENGINEERING ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00009496

METRO SOUTH
MIXED USE PROJECT

SCALE: 1" = 40'

SHEET NO:
CONCEPTUAL SITE PLAN

REVISIONS

REV.	DATE:	DESCRIPTION

PURPOSE/DESCRIPTION OF PROJECT:

The petition seeks to designate the property at 3010 Tamiami Trail East as a Mixed Use Project (MUP) in the Gateway Triangle Zoning Overlay District, Commercial Mixed Use Sub-District (GTZO-MXD), comprising .64± acres pursuant to Land Development Code Sec. 2.03.07.N.4; of the 0.64 acres, 0.11 acres are in the MH BZO R1, providing for designation as "MUP" and approving up to a maximum of 8 residential dwelling units, including seven bonus density units as determined through the SDP process and 3,860 square feet of permitted commercial uses; and providing for conceptual site plan approval.

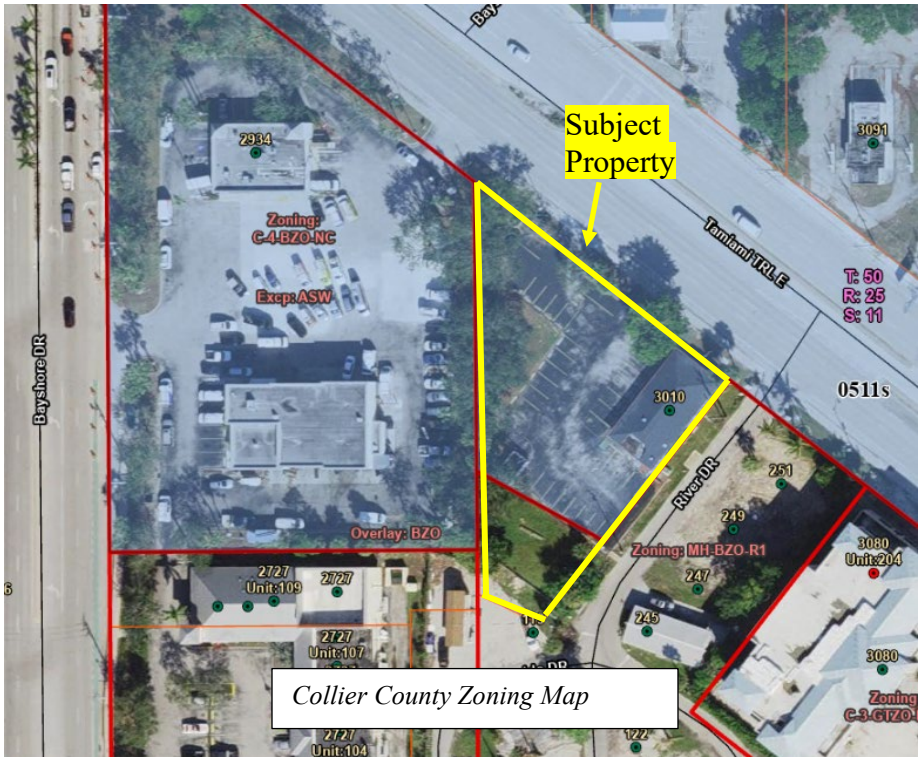
SURROUNDING LAND USE AND ZONING:

North: Tamiami Trail E. then C-3, GTZO-MXD

South: Mobile Home (MH), BZO-R1

East: Mobile Home (MH), BZO-R1

West: C-4, BZO-NC.



Collier County Zoning Map

GROWTH MANAGEMENT PLAN (GMP) CONSISTENCY:

Future Land Use Element (FLUE): Comprehensive Planning staff has reviewed the proposed Mixed-Use Project. The subject property is designated Urban (Urban Mixed-Use District – Urban Coastal Fringe Subdistrict) within the Bayshore/Gateway Triangle Redevelopment Overlay (B/GTRO) and the Coastal High Hazard Area (CHHA), all as identified on the Future Land Use Map of the GMP. Please see Attachment B - Consistency Review Memorandum.

GMP Conclusion: The GMP is the prevailing document to support land use decisions, such as this proposed Mixed-Use Project. Staff is required to make a recommendation regarding a finding of consistency or inconsistency with the overall GMP as part of the recommendation for approval, approval with conditions, or denial of any rezoning petition. Based on the attached GMP consistency memo, staff finds the subject petition consistent with the Growth Management Plan.

Transportation Element: In evaluating this project, staff reviewed the applicant's May 11, 2023, Traffic Impact Statement for consistency with Policy 5.1 of the Transportation Element of the Growth Management Plan (GMP) using the 2022 and 2023 Annual Update and Inventory Reports (AUIR).

Policy 5.1 of the Transportation Element of the GMP states;

> *"The County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway segment that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service Standard within the five year AUIR planning period, unless specific mitigating stipulations are also approved. A petition or application has significant impacts if the traffic impact statement reveals that any of the following occur:*
>
> *a. For links (roadway segments) directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume;*
>
> *b. For links adjacent to links directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume; and*
>
> *c. For all other links the project traffic is considered to be significant up to the point where it is equal to or exceeds 3% of the adopted LOS standard service volume.*
>
> *Mitigating stipulations shall be based upon a mitigation plan prepared by the applicant and submitted as part of the traffic impact statement that addresses the project's significant impacts on all roadways."*

Staff finding: According to the TIS provided with this petition, the proposed development will generate a projected total of +/- 14 PM peak hour, 2-way trips on the adjacent roadway segments of East Tamiami Trail (US-41). The trips generated by this development will occur on the following adjacent roadway link:

Link/Roadway	Link	Current Peak Hour Peak Direction Volume/Peak Direction	Projected P.M. Peak Hour/Peak Direction Project Trips (1)	2022 AUIR LOS/ Remaining Capacity	2023 AUIR LOS/ Remaining Capacity
91.0/Tamiami Trail East (US-41)	Davis Blvd to Airport Rd	2,900/East	5/East	C/ 942	C/ 1,000

- (1) Source for P.M. Peak Hour/Peak Direction Project Traffic is from the May 11, 2023, Traffic Impact Statement provided by the petitioner.

Based on the TIS, the 2022, and the 2023 AUIR, the subject PUD can be found consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan. The Traffic Impact Statement (TIS) indicates that the adjacent roadway network has sufficient capacity to accommodate this project within the 5-year planning period.

Conservation and Coastal Management Element (CCME): Environmental review staff has found this project to be consistent with the Conservation & Coastal Management Element (CCME). The project site has been cleared; no preservation is required. The project site is 0.64 acres.

STAFF ANALYSIS:

Staff completed a comprehensive evaluation of this land use petition, including the criteria upon which a recommendation must be based, specifically noted in Land Development Code (LDC) Section 10.02.15.A.2.b and B.3, MUPs Requiring Public Hearing and MUP Deviations (commonly referred to as the "MUP Findings"), and Section 10.08.00.D., (referred to as "Conditional Use Findings"), which establish the legal basis to support the Collier County Planning Commission's (CCPC) recommendation. The CCPC uses these same criteria as the basis for their recommendation to the Board of Collier County Commissioners (BCC), who in turn use the criteria to support their action on the MUP request. An evaluation relative to these subsections is discussed below under the heading "Conditional Use Findings and MUP Findings." In addition, staff offers the following analysis:

Environmental Review: Environmental Services staff has reviewed the petition to address environmental concerns. The property has been developed and maintained clear of native vegetation required to be preserved. The Master Plan does not show a preserve since no minimum preservation is required. No listed animal species were observed on the property.

Transportation Review: The Transportation Planning staff has reviewed the petition for compliance with the GMP and the LDC. Transportation Planning Staff recommends approval of the proposed 3010 Tamiami Trail East MUP.

Utility Review: The project lies within the City of Naples's potable water service area and the south wastewater service area of the Collier County Water-Sewer District (CCWSD). Wastewater services are available via existing infrastructure within the adjacent right-of-way. Sufficient wastewater treatment capacity is available. Wastewater mains are available at the north end of River Drive. There is adequate wastewater treatment capacity to serve the project. Any improvements to the CCWSD's wastewater systems necessary to provide sufficient capacity to serve the project will be the responsibility of the owner/developer and will be conveyed to the CCWSD at no cost to the County at the time of utility acceptance. The City's potable water main is located along the northern property line within the Tamiami Trail E right-of-way. This will be utilized as the source for the project's potable water and fire suppression needs. The City of Naples has confirmed adequate capacity to service the proposed project. (See Attachment F – City of Naples - Letter of Availability)

The development will have to meet all applicable criteria set forth in the LDC regarding Adequate Public Facilities. The project must also be consistent with all applicable goals and objectives of the GMP regarding adequate public facilities. This petition has been reviewed by county staff responsible for jurisdictional elements of the GMP as part of the rezoning process, and staff has concluded that the developer has provided appropriate commitments so that the impacts to the Level of Service (LOS) will be minimized.

Landscape Review: The buffers labeled on the Master Plan are consistent with the LDC

Stormwater Review: The site currently includes a paved parking area that serves an existing one-story building, as well as a stormwater retention/detention pond located at the northwest corner of the parcel. Per the current FIRM, the site lies in flood zone AE, with a Base Flood Elevation (BFE) of 9.0 ft. Any proposed new buildings will require a Finished Floor Elevation (FFE) at BFE plus 1 foot or the 100yr 3-day design flood elevation, whichever is higher. At a minimum, therefore, the FFE of any proposed building(s) will be 10.0 ft-NAVD (or higher), significantly higher than the FFE of the existing building (7.34 ft-NAVD). The site is not within any existing SFWMD Environmental Resource Permit (ERP). As suggested by the applicant's Concept Plan, a future building and additional pavement will be located over the space currently occupied by the stormwater pond. Any alterations to the current onsite stormwater system will require a new ERP or an ERP Exemption (if applicable) and must comply with the Collier County LDC, as applicable through the SDP process.

The project design must satisfy the Collier County GMP Public Facilities Element - Stormwater Management Sub-Element.

1. Project site water quality retention and detention criteria shall be one hundred and fifty percent (150%) of the volumetric requirements provided in the ERP AH Vol II for use within the geographic limits of the SFWMD (2014).

2. Allowable project off-site discharge rate shall not exceed the discharge rate of Haldeman Creek Basin (0.15 cfs/ ac) and shall be computed using a storm event of 3-day duration and 25-year return frequency.

Bayshore Gateway Triangle Community Redevelopment Agency (CRA) – The subject property is located within the Bayshore Gateway Triangle Community Redevelopment Area, and as such, the CRA serves as the primary vehicle for community and professional input on petitions. The agent presented the project at the July 9, 2024, CRA Meeting. The CRA Advisory Board approved the mixed-use project and the deviation. (See Attachment G – CRA Letter of Support)

Zoning Services Review: The comprehensive plan designates the property as Urban (Urban Mixed-Use District, Urban Coastal Fringe Subdistrict), and is within the Bayshore/Gateway Triangle Redevelopment Overlay (B/GTRO), and is in the Coastal High Hazard Area (CHHA), all as identified on the Future Land Use Map of the Growth Management Plan. Relevant to this petition, the B/GTRO allows mixed-use development and provides for a Density Bonus Pool for mixed-use development. The B/GTRO outlines various criteria specific to mixed-use development, including access to US 41; this project is consistent with all applicable criteria.

Because the subject property is zoned both commercial and residential, existing residential density is calculated on the ±0.11 acres zoned MH-BZO-R1 (base density of 7.26 dwelling units per acre) as follows:

0.11 (7.26 - 1 [CHHA reduction]) = 0.69 dwelling units, rounded to 1 unit

The applicant is seeking seven additional units from the Density Bonus Pool for a total of 8 dwelling units.

Moreover, the subject ±0.64-acre property was formerly a Pizza Hut restaurant and a parking lot. The Pizza Hut was previously converted to offices totaling 2,545 square feet (PRCS20220841921).

This petition seeks to redevelop the subject property by adding a five-story (56-foot) mixed-use building that will contain a total of 3,860 square feet of commercial development on the ground floor and eight (8) residential units totaling 11,480 square feet on floors two through five. The total square footage of the building will be 15,340 square feet.

The property is within two zoning districts and two overlays. The top half (approx. 0.5 acres) of the property abuts Tamiami Trail, is zoned Commercial Intermediate (C-3), and is within the Gateway Triangle Zoning Overlay District, Mixed-Use Subdistrict (GTZO-MXD). The smaller (approx. 0.1 acres) bottom half is zoned Mobile Home (MH) and is within the Bayshore Overlay Residential 1 (BZO-R1). The purpose of the GTZO-MXD is to provide pedestrian-orientated commercial and mixed-use developments and higher residential densities. The purpose of the BZO is to encourage revitalization of the Bayshore Drive portion of the Bayshore Gateway Triangle Community Redevelopment Area (BGTCRA) with pedestrian-oriented, interconnected projects.

There is no residential density associated with commercially zoned property. Permitted density in MH zoning is 7.26 DU/ac less 1 DU/ac as the property lies within the Coastal High Hazard Area (CHHA), which nets, after rounding, a total of one dwelling unit being permitted. The petitioner is requesting to draw seven (7) units from the Bayshore Density Pool.

CONDITIONAL USE FINDINGS, as required by MUPs Requiring Public Hearing via LDC Section 10.02.15.A.2.b:

When considering a Conditional Use petition, the BZA must make findings that:

1) approval of the Conditional Use will not adversely affect the public interest and will not adversely affect other properties of uses in the same district of a neighborhood; and 2) all specific requirements for the individual Conditional Use will be met; and 3) satisfactory provisions have been made concerning the following matters, where applicable:

1. **Section 4.02.16.C.8.b of the LDC permits Mixed-Use Projects in the GTZO-MXD**

   The proposed mixed-use components of the project are located within the GTZO-MXD overlay. Due to the parcel's split zoning, a small amount of infrastructure needed to support the proposed activities is located outside the GTZO-MXD overlay—this includes four parking spaces and a dumpster enclosure.

2. **Consistency with the Land Development Code (LDC) and the Growth Management Plan (GMP).**

   The proposed project seeks to deviate from the Land Development Code in the following way: Deviation #1 from LDC Section 4.02.16 D.7.c, which requires the first floor of a mixed-use building to have a minimum floor-to-ceiling height of 14 feet to allow for a height of twelve (12) feet. The remainder of the project shall conform with the Collier County LDC and GMP.

3. **Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.**

   The project proposes to modify a single, existing access onto US 41 (Tamiami Trl E). Geometrically, this shall meet all requirements for fire and EMS vehicles to successfully navigate. For safety and to promote traffic flow, the proposed parking areas shall meet all dimensional requirements as outlined in the Collier County LDC. The project proposes three sidewalk connections from the existing/ proposed uses to the existing sidewalk network within the public right-of-way to promote walkability with the surrounding community.
   The roadway infrastructure has adequate capacity to serve the proposed project at this time and, as outlined above, is consistent with GMP at the time of rezoning as evaluated as part of the GMP Transportation Element consistency review. Operational impacts will be addressed at the time of the first development order (SDP or Plat). Additionally, the project's development must comply with all other applicable concurrency management regulations when development approvals are sought.

4. **The effect the Conditional Use would have on neighboring properties in relation to noise, glare, economic or odor effects.**

   The proposed project shall have no effect on neighboring properties regarding noise, glare, or odor. However, the redevelopment of an existing, outdated site is anticipated to have a positive economic effect on adjacent property values. The introduction of a commercial lease area will stimulate the area economically.

5. **Compatibility with adjacent properties and other properties in the district.**

   The project is surrounded by commercial uses to the west and beyond the right-of-way to the north. Residential uses are to the south and east, all of which are compatible with the project's proposed uses.

MUP FINDINGS:

LDC Section 10.02.15.A.2.b states, *"The Administrative Code shall establish the submittal requirements for MUP requiring a public hearing for approval. The application shall follow the applicable submittal requirements and procedures set forth in LDC section 10.08.00, for conditional use submittal and review. In addition to the conditional use findings as set forth in LDC section 10.08.00 D., the following shall be considered":*

1. **Whether or not the requested use or uses are consistent with and further the redevelopment goals and/or objectives of the Collier County Community Redevelopment Agency (CRA) for the subdistrict(s) in which it is located. In addition to the typical staff analysis for land use petitions, the Collier County Planning Commission (CCPC) may also be guided by written or verbal input from CRA staff.**

   Mixed-use commercial/ residential projects are in line with the Bayshore Gateway Redevelopment plan. The project has been presented to the CRA board and received approval.

2. **Whether or not the proposed use or uses are appropriate in terms of scale and/or size when considered in the context of the overall MUP and subdistrict.**

   The proposed uses, as they relate to scale, are compatible with the subdistrict, and all infrastructure necessary to support them can be accommodated.

3. **Whether a requested deviation is (1) justified in that the subject LDC provision is not practical, feasible, desirable, or warranted or not practical, feasible, desirable, or (2) warranted to the same degree as prescribed by the subject LDC provision, in the context of the proposed mixed-use project. The applicant shall provide an analysis so the CCPC may consider the existing conditions related to the need for the requested deviation or, conversely, strict adherence to the subject LDC provision in terms of feasibility and/or need**

   The project proposes a 12' first floor-to-ceiling height, which will allow for an approximately 10' floor-to-ceiling height in the above residential units. The proposed deviation is justified as it still maintains a satisfactory floor-to-ceiling height for the commercial component while the additional height is distributed to the residential uses above. By distributing the additional height to the residential component, the overall marketability of the end product is increased by providing a more luxurious experience to the residences.

4. **Whether or not the deviation will or may have a negative impact on public health, safety, and welfare**

   The requested deviation will not negatively impact public health, safety, or welfare.

DEVIATION DISCUSSION:

Proposed Deviation #1: (First floor-to-ceiling height)

Deviation #1 seeks relief from LDC Section 4.02.16.D.7.c, which requires the first floor of a mixed-use building to have a minimum floor-to-ceiling height of 14 feet, to instead allow for a height of 12 feet.

Petitioner's Justification*: The proposed deviation is justified as it still maintains a satisfactory floor-to-ceiling height for the commercial component while the additional height is distributed to the residential uses above. By distributing the additional height to the residential component, the overall marketability of the end product is increased by providing a more luxurious experience to the residences. Moreover, in a presentation at the July 9, 2024, CRA meeting, we presented a mixed-use project with a deviation seeking to deviate from the 14' minimum first-floor floor-to-ceiling height. The height we are requesting is 12 ft. The project and the deviation received approval from the CRA board.*

***Staff Analysis and Recommendation*:** It should be noted that at the July 9, 2024, CRA Meeting, the CRA approved the mixed-use project and the deviation. Zoning staff agrees with the CRA approval and has no issue with this deviation being processed at the time of SDP.

JULY 25, 2023, NEIGHBORHOOD INFORMATION MEETING (NIM):

The applicant conducted a NIM on July 25, 2023, at the Norris Center, located at 755 8th Avenue South, Naples, FL. The meeting commenced at approximately 5:15 p.m. and ended at 5:45 p.m. Jessica Kluttz, the agent, conducted the meeting by introducing the consultant team and staff and giving a PowerPoint presentation. The presentation consisted of an overview of the proposed MUP application. Following the agent's presentation, the meeting was open to attendees to make comments and ask the consultant team questions regarding the proposed development. The issues discussed were the number of commercial units, project location, building height, impacts to the neighboring mobile home park, egress/ingress into the site, and the existing business in the building. Jessica Kluttz and the consultant team answered all concerns. No commitments were made. A copy of the NIM summary, sign-in sheet, and NIM PowerPoint presentation are included in Attachment C.

SEPTEMBER 5, 2024, NEIGHBORHOOD INFORMATION MEETING (NIM):

The second NIM was scheduled because the petition exceeded the first NIM's first anniversary. The applicant conducted a NIM on September 5, 2024, at the Norris Center, located at 755 8th Avenue South, Naples, FL. The meeting commenced at approximately 5:30 p.m. and ended at 5:45 p.m. Marcus Lloyd, the agent, conducted the meeting by introducing the consultant team and staff and giving a PowerPoint presentation. The presentation consisted of an overview of the proposed MUP application. Following the agent's presentation, the meeting was open to attendees to make comments and ask the consultant team questions regarding the proposed development. The issues discussed were the parking spaces, access points in relation to the existing mobile home park, and the murals within the BGTCRA. Marcus Lloyd and the consultant team answered all concerns. No commitments were made. A copy of the NIM summary, sign-in sheet, and NIM PowerPoint presentation are included in Attachment D.

ENVIRONMENTAL ADVISORY COUNCIL (EAC) REVIEW:

This project does not require an Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances. Environmental Services staff recommend **approval** of the proposed petition.

COUNTY ATTORNEY OFFICE REVIEW:

The County Attorney's Office reviewed this staff report on October 25, 2024.

RECOMMENDATION:

Staff recommends that the CCPC approve Petition MUP-PL20220006931.

Attachments:

A) Proposed Resolution
B) FLUE Consistency Memo
C) 7-25-23 NIM Materials
D) 9-5-24 NIM Materials
E) Application/Backup Materials
F) City of Naples – Letter of Availability
G) CRA Letter of Support

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS DESIGNATING METRO SOUTH AS A MIXED-USE PROJECT (MUP) IN THE GATEWAY TRIANGLE ZONING OVERLAY DISTRICT, COMMERCIAL MIXED- USE SUB-DISTRICT (GTZO-MXD), COMPRISING 0.64± ACRES PURSUANT TO LAND DEVELOPMENT CODE SEC. 2.03.07.N.4; PROVIDING FOR DESIGNATION AS "MUP," AND APPROVING UP TO A MAXIMUM OF 8 RESIDENTIAL DWELLING UNITS INCLUDING 7 BONUS DENSITY UNITS AS DETERMINED THROUGH THE SDP PROCESS AND 3860 SQUARE FEET OF PERMITTED COMMERCIAL USES, WITH ONE DEVIATION; AND PROVIDING FOR CONCEPTUAL SITE PLAN APPROVAL, FOR PARCELS LOCATED SOUTH OF TAMIAMI TRAIL EAST, APPROXIMATELY 295 FEET EAST OF BAYSHORE DRIVE. (PL20220006931)

WHEREAS, D & D Retirement Trust LLC (herein referred to as "Owner") owns land comprising approximately .64 ± acres, described below, of which .55 acres is located within the boundaries of the Gateway Triangle Zoning Overlay District ("GTZO") and within the Commercial Mixed-Use Sub-district (GTZO-MXD), and .11 acres is located within the boundaries of the Bayshore Triangle Zoning Overlay District ("BZO") and within the Residential Sub-district 1 (BZO-RI), all comprising a portion of the Bayshore-Gateway Community Redevelopment Area (CRA), located in Collier County, Florida east of Bayshore Drive, south of Tamiami Trail East; and

WHEREAS, Owner, through its agent, Brandon Copper, of Davidson Engineering, Inc. in accordance with Section 10.02.15, of the Collier County Land Development Code ("LDC") has petitioned the Collier County Board of County Commissioners for approval of a Mixed-Use Project ("MUP") in the Gateway Triangle Zoning Overlay District, proposing up to a maximum of 8 residential units and 3860 square feet of commercial floor area for the subject lands to be known as Metro South; and

WHEREAS, Owner has timely submitted a sufficient MUP Application ("Application") for the 3010 Metro South MUP plan for the lands described below; and

WHEREAS, Collier County Staff has reviewed the Application, including a Conceptual Site Plan, along with support documentation and information required by LDC Section 10.02.15 and the Administrative Code, and determined that the Application and Conceptual Site Plan are sufficient; and

WHEREAS, the Board has determined that the LDC notice and neighborhood information meeting (NIM) requirements applicable to the Application set forth in Section

10.03.06.N have been complied with; and that Metro South MUP has been recommended for approval by the Bayshore-Gateway CRA Advisory Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The foregoing WHEREAS clauses are hereby adopted as if set forth fully herein.

2. The requested uses are consistent with and further the redevelopment goals and/or objectives of the Collier County Community Redevelopment Agency for the Commercial Mixed-Use District.

3. The lands described in attached Exhibit "A," consisting of approximately 0.64 ± acres are hereby designated as a Mixed-Use Project ("MUP"), and be officially designated as "MUP" on the Official Zoning Atlas Map, shall be subject to the Conceptual Site Plan attached as Exhibit "B," and subject to compliance with the requirements of LDC Sections 10.02.15 and 4.02.16.C.8 and 15.

4. The requirements of LDC Section 10.02.15.2.b have been met and the Metro South MUP is approved for and is hereby allocated, seven (7) Bonus Density Units.

5. The Conceptual Site Plan for the Metro South MUP attached hereto as Exhibit "B" is hereby approved.

6. A Deviation from LDC Section 4.02.16 D.7.c which requires the first floor of a mixed-use building to have a minimum floor-to-ceiling height of 14 feet, to instead allow for a height of 12 feet, is approved.

7. Once the property owner, through the MUP approval process, commences construction of the proposed development project under the provisions of the Mixed-Use Subdistrict, those lands shall only be developed in compliance with all provisions of the Gateway Triangle Zoning Overlay and shall not revert back to the underlying zoning district.

8. All Density Bonus Pool allocations will expire five years from the date of approval if building permits for the allocated units have not been issued. Upon expiration, the units will revert to the Density Bonus Pool.

9. The MUP shall expire and any residential units will be null and void in accordance with LDC Section 10.02.15.A.e if the project fails to meet the SDP timeline in LDC Section 10.02.15.A.e.

BE IT FURTHER RESOLVED that this Resolution shall be recorded in the minutes of this Board.

THIS RESOLUTION ADOPTED this _____ day of _____ 2025, after motion, second, and majority vote.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Approved as to form and legality:

_____ HFAC
Heidi F. Ashton-Cicko 12-6-24
Managing Assistant County Attorney

Attachments:
Exhibit A - Legal Description
Exhibit B - Conceptual Site Plan

CAO

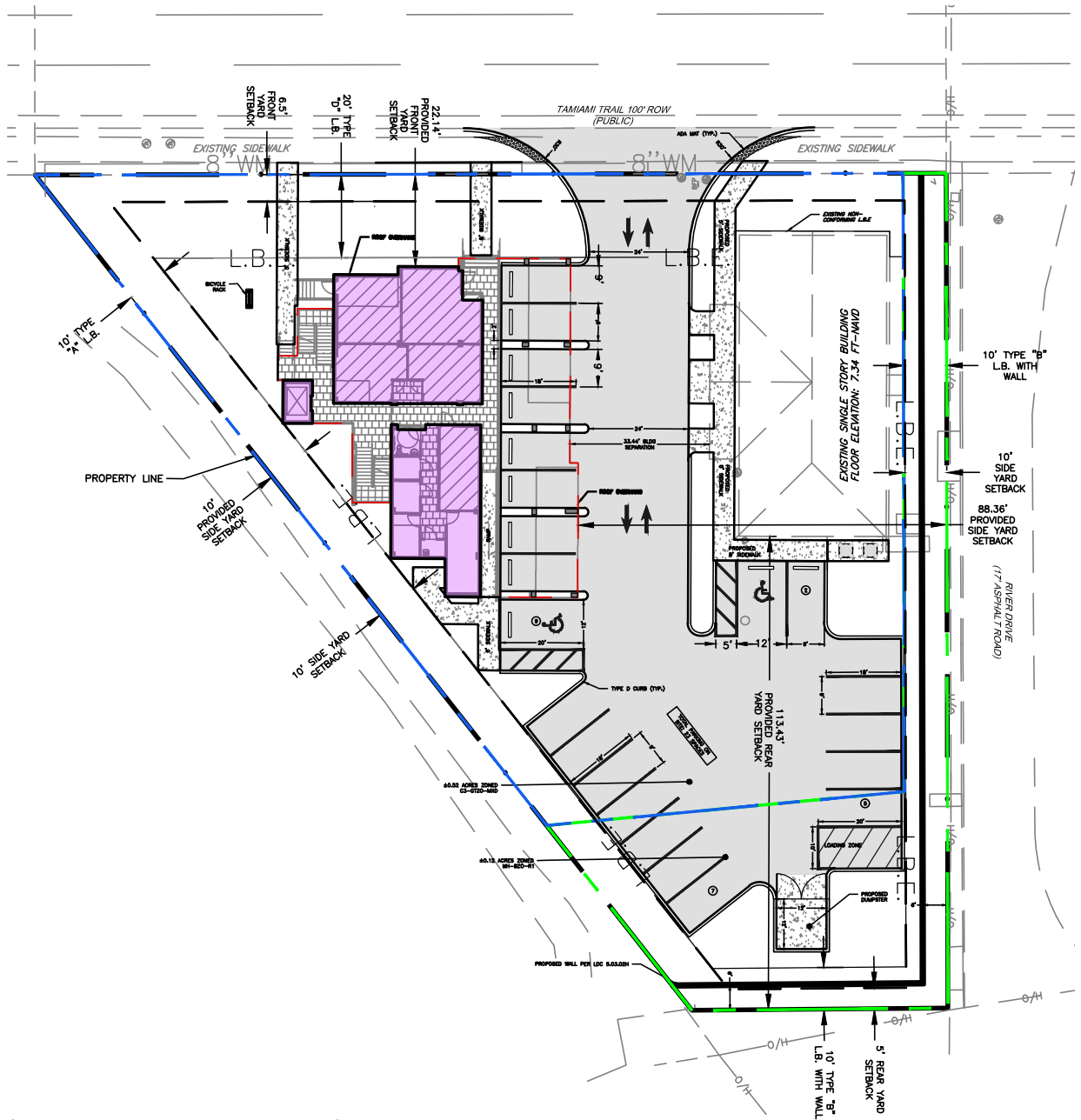
EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT "A"

A part of Lot 122 of the Naples Grove & Truck Company's Little Farms No. 2, as recorded in Plat Book 1, Page 27, Public Records of Collier County, Florida; commencing at a point 250 feet northwesterly along the right-of-way of State Road 27 (now known as State Road 90 and the Tamiami Trail), from the point at which the dividing line between Lots 122 and 120 touches the line of right of way of State Road 27 (now known as State Road 90 and the Tamiami Trail); thence southwesterly at right angles thereto, 200 feet to a concrete monument found; thence northwesterly at right angles a distance of 46 feet more or less to the line dividing Lot 122 and 123 of said Naples Grove and Truck Company's Little Farms No. 2; thence north along said dividing line 255.13 feet more or less to the southerly line of the right of way of State Road 27 (now known as State Road 90 and the Tamiami Trial); thence in a southeasterly direction along the southerly line of State Road 27 (now known as State Road 90 and the Tamiami Trail) a distance of 215 feet more or less to the point of beginning. Containing 0.64 acres of land.

BEING MORE PARTICULARLY AND ALSO DESCRIBED AS FOLLOWS: A portion of Lot 122, NAPLES GROVE AND TRUCK COMPANY'S LITTLE FARMS NO. 2, according to the plat thereof, as recorded in Plat Book 1, Page 27, of the Public Records of Collier County, Florida, described as follows: Commencing at the point where the dividing line between Lots 120 and 122 of said NAPLES GROVE AND TRUCK COMPANY'S LITTLE FARMS NO. 2 intersects the Southerly Right-of-Way of U.S. Highway No. 41 (Tamiami Trail); thence North 52 degrees 05' 08" West along said Right-of-Way a distance of 250.00 feet to a concrete monument; thence South 37 degrees 54' 02" West a distance of 200.00 feet; thence North 52 degrees 55' 59" West a distance of 61.10 feet to the West line of said Lot 122; thence North 00 degrees 08' 14" West along said West line, a distance of 255.13 feet to the Southerly Right-of-Way of said U.S. Highway No. 41; thence South 52 degrees 05' 08" East along said Right-of-Way a distance of 218.30 feet to the Point of Beginning.

CERTIFIED COPY



LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED 1ST FLOOR ENCLOSED SPACE
- COVERED GROUND FLOOR WALKWAY
- PROPOSED PARKING STALL COUNT
- ROOF OVERHANG FOR FLOORS 2-5
- AREA ZONED MH-BZO-R1
- AREA ZONED C-3 GTZO-MXD

BUILDING SETBACKS

	FRONT YARD (NORTH)	SIDE YARD (EAST/WEST)	REAR YARD (SOUTH)
REQUIRED	6.5'	10'	5'
PROVIDED	22.14'	10'/88.36	113.43'

*PER LDC 4.02.16

PLANNING NOTES:

ZONING: C-3-GTZO-MXD & MH-BZO-R1

DEVELOPMENT TYPE/LAND USE: MIXED USE

	REQUIRED	PROVIDED
BUILDING HEIGHT MAXIMUM (ZONED):	56'	56'
MINIMUM LOT AREA:	10,000 SQ. FT.	28,008' SQ. FT.
MINIMUM LOT WIDTH:	100'	139.8' (AVG.)***
MINIMUM BUILDING SEPARATION:	10'	33.44'
PARKING REQUIREMENTS	23 SPACES	23 SPACES
HANDICAP SPACES REQUIRED	1 SPACES	2 SPACES

STRUCTURALLY UNIFIED BUILDINGS
SEE CALCULATIONS BELOW
*** PER LOT WIDTH DEFINITION PROVIDED IN LDC 1.08.00

BASE DENSITY = 1 UNIT PER ACRE
REQUESTING ADDITIONAL DENSITY VIA 'BONUS DENSITY POOL ALLOCATION' FOR A TOTAL DENSITY = 12 UNITS/ACRE
PROPOSED COMMERCIAL ASPECT OF MIXED USE STRUCTURE = 1,345 SQ. FT.
PROPOSED RESIDENTIAL ASPECT OF MIXED USE STRUCTURE = 11,480 SQ. FT.
EXISTING COMMERCIAL SQUARE FOOTAGE = 2,515 SQ. FT.

PARKING REQUIREMENTS:

EXISTING GENERAL OFFICE < 2,515 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
EXISTING GENERAL OFFICE = 2,515 SQ. FT.: 7 SPACES REQUIRED

PROPOSED GENERAL OFFICE < 1,345 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
PROPOSED GENERAL OFFICE = 1,345 SQ. FT.: 4 SPACES REQUIRED

PROPOSED RESIDENTIAL (2ND - 5TH) =
8 - 2 BEDROOM UNITS @ 1.5 SPACES PER UNIT 12 SPACES REQUIRED

OVERALL PARKING REQUIREMENT = 23 SPACES REQUIRED
23 SPACES PROVIDED

HANDICAP SPACES REQUIRED (INCLUDED IN OVERALL PARKING PROVIDED):
1 SPACE TO 25 SPACES: 1 SPACE REQUIRED
2 SPACES PROVIDED

DAVIDSON ENGINEERING ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization
No. 00009496

METRO SOUTH
MIXED USE PROJECT

SCALE: 1" = 40'

SHEET NO: EXHIBIT B
CONCEPTUAL SITE PLAN

REVISIONS

REV.	DATE:	DESCRIPTION

Z:\Active Projects\T\TAMIAMI TRL E (3010)\Site Civil - MUP\Sheetfiles\CONCEPT PLANS\ALT Border Sizes\CONCEPT PLAN 11X8.5.dwg (SDP-MCP) brandon.copper Oct 28, 2024 - 8:36am

GROWTH MANAGEMENT COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION

To: Eric Ortman, Planner III, Zoning Services Section

From: Rachel Hansen, AICP, Planner III, Community Planning & Resiliency Division

Date: February 22, 2024

Subject: Future Land Use Element (FLUE) Consistency Review

PETITION NUMBER: PL20220006931

PETITION NAME: 3010 Tamiami Trail East Mixed Use Project

REQUEST: To obtain Mixed Use Project (MUP) approval on the subject property (approximately 0.64 acres) to allow development of 8 residential units and a total of 4,797 square feet of commercial uses. The site is zoned C-3-Gateway Triangle Zoning Overlay District-Mixed Use Subdistrict (C-3-GTZO-MXD) and Mobile Home-Bayshore Zoning Overlay District-Residential Subdistrict 1 (MH-BZO-R1) and is located within the Coastal High Hazard Area (CHHA).

LOCATION: The ±0.60-acre site is located on the south side of Tamiami Trail East (US 41), approximately 500 feet southeast of the intersection of Tamiami Trail East and Bayshore Drive in Section 11, Township 50 South, Range 25 East.

COMPREHENSIVE PLANNING COMMENTS: The subject property is designated Urban (Urban Mixed-Use District, Urban Coastal Fringe Subdistrict), is within the Bayshore/Gateway Triangle Redevelopment Overlay (B/GTRO), and is in the Coastal High Hazard Area, all as identified on the Future Land Use Map of the Growth Management Plan. Relevant to this petition, the B/GTRO allows mixed use development and provides for a Density Bonus Pool for mixed use development. The B/GTRO outlines various criteria specific to mixed use development, including access to US 41; this project is consistent with all applicable criteria.

Because the subject property is zoned both commercial and residential, existing residential density is calculated on the ±0.11 acres zoned MH-BZO-R1 (base density of 7.26 dwelling units per acre) as follows:

0.11 (7.26 - 1 [CHHA reduction]) = 0.69 dwelling units, rounded to 1 unit

The applicant is seeking 7 additional units from the Density Bonus Pool for a total of 8 dwelling units.

CONCLUSION: Based upon the above analysis, staff concludes the proposed density and uses for the subject site may be deemed consistent with the Future Land Use Element.

PROJECT ON CITYVIEW

Neighborhood Information Meeting Affidavit of Compliance

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the County to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance

Jessica Kluttz

(Signature of Applicant)

STATE OF FLORIDA, COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online registration this 13th day of July, 2023, by Jessica Kluttz who is ☒ personally known to me or ☐ has produced _____ as identification.

LAURA ARCILA
Notary Public-State of Florida
Commission # HH 211975
My Commission Expires
December 28, 2025

Laura Arcila

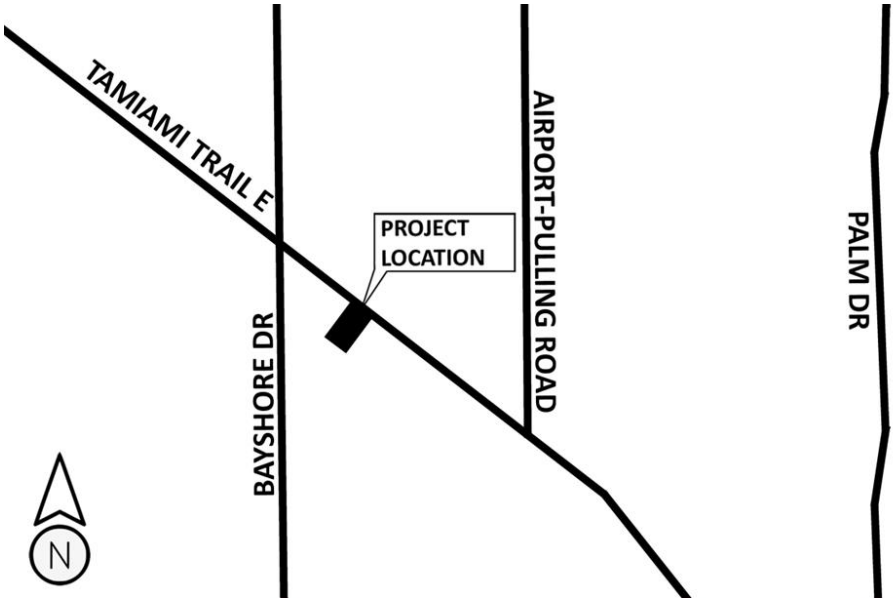
Signature of Notary Public

Laura Arcila

Print Name of Notary Public

July 7, 2023

Dear Property Owner:
Please be advised that a formal application has been submitted to Collier County seeking approval of a Mixed-Use Project for the following described property:



3010 Tamiami Trail East, Naples, FL, 34112

The petitioner is asking the County to approve this Mixed-Use Project application to allow development of a commercial development with 8 residential units on the described property.

In compliance with the Land Development Code requirements, a Neighborhood Information Meeting will be held to provide you an opportunity to become fully aware of our development intentions and to give you an opportunity to influence the form of development. The Neighborhood Information Meeting will be held on July 25th, 2023, at 5:00 PM at the Norris Center in the Art Room. The address for the Norris Center is 755 8th Ave South, Naples, FL 34102.

At this meeting the petitioner will make every effort to illustrate how the property will be developed and to answer any questions. The Neighborhood Information Meeting is for informational purposes, it is not a public hearing. Should you have questions prior to the meeting, please contact me at 239-434-6060 or JessicaK@DavidsonEngineering.com .

Sincerely,

Jessica Kluttz

Jessica Kluttz, AICP
Planner, Davidson Engineering

Notice: This data belongs to the Collier County Property Appraiser's Office (CCPA). Therefore, the recipient agrees not to represent this data to anyone as other than CCPA provided data. The recipient may not transfer this data to others without consent from the CCPA.

Petition: PL20220006931 | Buffer: 500' | Date: 5/31/23 | Site Location: 61841800000

NAME1	NAME2	NAME3	NAME4	NAME5	NAME6	LEGAL1	LEGAL2	LEGAL3	LEGAL4	FOLIO	ADDRESSTYPE
3148 TAMIAMI TRAIL LLC	% MATTHEW P FLORES ESQ	1335 THIRD AVENUE S STE 505			NAPLES, FL 34102---0	COL-LEE-CO GARDENS LOTS 1-4,	LESS STIPULATED ORDER OF	TAKING OR 2012 PG 1717 CASE#	94-1880-CA PAR 137	26830040007	U
ARREAGA, CARLOS & VERONICA	3180 SAFE HARBOR DR				NAPLES, FL 34117---8407	SHADOWLAWN BLK D LOT 13 +	N1/2 OF LOT 14 OR 1604 PG 2269			73280360005	U
ASLI, ABBAS AHRABI	98 EAST AVE				NAPLES, FL 34108---3420	N G + T C L F NO 2 11 50 25	LOT 124 LESS N 1300FT LESS R/W	,ALG WITH BEG AT PT ON NLY R/W	US 41, 108.15FT SELY FROM	61841920003	U
D&D RETIREMENT TRUST LLC	1100 RAINBOW DR				NAPLES, FL 34104---0	N G + T C L F NO 2 11 50 25	PART OF LOT 122 DESC AS FOLL:	COMM INTERSEC E LINE LOT 122	+ SWLY R/W US 41, NWLY 250FT	61841800000	U
DEVARISTE, JEAN E	VIERGELENE DEVARISTE	2872 GORDON ST			NAPLES, FL 34112---5962	COL-LEE-CO GARDENS LOTS 5 + 6	OR 1975 PG 363			26830120008	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S	#505			NAPLES, FL 34102---0	N G + T C L F NO 2 11 50 25	THAT PORTION OF LOT 122 AS	DESC IN OR 2983 PG 0382 AND	OR 2983 PG 386	61841760001	U
FFT SHADOWLAWN LLC	NAPLES US 41 CVS LLC	%CVS INC #5824-01	OCCUPANCY ESPENSE DEPT	1 CVS DR	WOONSOCKET, RI 02895---6146	SHADOWLAWN BLK E LOTS 6 THRU	17 LESS N 11FT OF LOT 17 AND	LESS R W DESC IN OR 2057	PG 1418	73280680002	U
GRIMES, RICHARD H	2898 WEEKS AVE				NAPLES, FL 34112---5700	REBECCA WEEKS LOTS 1 + 2 LESS	R/W			81270040000	U
GULF GATE PLAZA LLC	% ISRAM REALTY & MGT INC	500 S DIXIE HWY			HALLANDALE BEACH, FL 33009---6332	N G + T C L F NO 2 11 50 25	COMM SE CNR OF LOT 37, W25FT,	N228.46FT TO POB, W 762.11FT,	N886.61FT, E190 FT,	61834840006	U
HARMONY SHORES VENTURE II LLC	% COVE COMMUNITIES	2999 N 44TH ST SUITE 200	ATTN D NAPP OR J IANNACONE		PHOENIX, AZ 85018---0	N G + T C L F NO 2 THOSE PORT.	OF LOTS 121 AND 122 AND PART	OF ROYAL PALM TERRACE AS DESC.	IN OR 2983 PG 379	61841680000	U
HILLS, JOY	2615 ANDREW DR				NAPLES, FL 34112---4863	WILMER HGTS BLK B LOT 18				82641040007	U
HILLS, JOY	EMMANUEL MORLEY	2615 ANDREW DR			NAPLES, FL 34112---4863	WILMER HGTS BLK B LOT 19 OR	1819 PG 1580			82641080009	U
I&T REALESTATE GROUP LLC	10711 TAMIAMI TRAIL N				NAPLES, FL 34108---0	SHADOWLAWN BLK D LOTS 15- 17	+ S1/2 OF LOT 14			73280400004	U
ILICH, PRISCILLA ANN	SUSAN CHAPLIN	2632 ANDREW DR			NAPLES, FL 34112---0	WILMER HGTS BLK A LOT 20				82640510004	U
ISRAM GGOP LLC	506 S DIXIE HWY				HALLANDALE BEACH, FL 33009---6332	N G + T C L F NO 2 11 50 25	COMM AT INTERSEC OF W LI OF	KELLY RD + S LY R/W OF TR, S	12.20FT TO POB, S 137.80FT, W	61834880008	U
JAY VARAHIMATA INVSTMNTS LLC	3115 TAMIAMI TRL E				NAPLES, FL 34112---5716	WILMER HGTS BLK B LOTS 24-25	LESS R/W, LESS STIPULATED	ORDER OF TAKING CASE# 95-1011-	CA OR 2403 PG 2400	82641240001	U
JOHN STEVEN RIGSBEE REV TRUST	2564 ANDREW DR				NAPLES, FL 34112---4865	WILMER HGTS BLK A S 25FT OF	LOT 15, ALL OF LOT 16, LESS S	6.25FT THEREOF OR 1833 PG	2206	82640440006	U
KINNEY, THOMAS NELSON	2579 ANDREW DR				NAPLES, FL 34112---0	WILMER HGTS BLK B LOT 17 OR	1949 PG 832			82641000005	U
LAFAYETTE N INGRAM III TRUST	2278 QUEENS WAY				NAPLES, FL 34112---5424	N G + TCLF NO 2 11 50 25 BEG	SE CNR OF LOT 37, W 25FT TO W	LI OF KELLY RD, N 228.46FT TO	POB W 762.11FT TO W LI OF LOT	61834960009	U
MICK, ALICIA MARIE	2616 ANDREW DRIVE				NAPLES, FL 34112---0	WILMER HGTS BLK A LOT 19				82640500001	U
NAPLES 3.0 HOLDINGS LLC	1350 JEWEL BOX AVE				NAPLES, FL 34102---0	ROYAL PALM TERRACE LOTS 20-27	AND 52-59, VAC JOYCE AVE ADJ,	LESS E 45FT OF LOTS 52-59 AND	R/W	71580220009	U
NICKS REST & HOUKA LOUNGE INC	3616 SEMINOLE AVE	# 1			NAPLES, FL 34112---0	WILMER HGTS BLK A LOT 21 AND	22 LESS R/W, LESS OR 2070 PG	2011 (ADD'L R/W)		82640520007	U
NNN TR INC	450 S ORANGE AVE STE 900				ORLANDO, FL 32801---3339	ROYAL PALM TERRACE LOTS 1-10	LESS R/W, LOTS 36-42, AND THAT	PORTION OF VACATED JOYCE AVE	LYING ADJ TO LOTS	71580040001	U
PALM LAKE MHP LLC	% PHILIPS INTERNATIONAL	HOLDING CORP	40 CUTTER MILL RD #206		GREAT NECK, NY 11021---0	N G + T C L F NO 2 11 50 25	FROM NE COR LOT 125 RUN S ON	E LI 671.3FT FOR POB, RUN W	277.5FT TO W LI LOT 125, S ON	61842240009	U
PLAZA BAYSHORE CORP	15275 COLLIER BLVD #201 / 269				NAPLES, FL 34112---0	ROYAL PALM TERRACE LOTS 13-19,	LOTS 45-51, AND S 30FT OF LOTS	12 AND 44,ALONG WITH THAT PART	OF VACATED JOYCE AVE LYING ADJ	71580180000	U
PLAZA BAYSHORE CORP	15275 COLLIER BLVD #201/269				NAPLES, FL 34119---0	ROYAL PALM TERRACE LOT 11 AND	N 10FT LOT 12 LESS WLY 25FT,	LOT 43, N 10FT LOT 44 LESS ELY	45FT, ALONG WITH THAT PART OF	71580160004	U
SETO, KAZUO	KRISTIN KORDES	2596 ANDREW DR			NAPLES, FL 34112---0	WILMER HGTS BLK A LOT 18				82640490001	U
SHRINATHJI INV LLC	3115 TAMIAMI TRL E				NAPLES, FL 34112---0	WILMER HGTS BLK B LOTS 22 +	23			82641200009	U
SOLOMON, ELIZABETH	GERO GEILENBRUEGGE	2207 SUNSET LANE			NAPLES, FL 34104---0	WILMER HGTS BLK B LOTS 21 AND	20			82641160000	U
VAN RHEE PROPERTIES LLC	710 31ST ST SW				NAPLES, FL 34117---3114	WILMER HGTS BLK A LOT 14 + N	25FT OF LOT 15			82640400004	U
WAGGONER, CLAYTON P	2580 ANDREW DR				NAPLES, FL 34112---0	WILMER HGTS BLK A S 6.25FT OF	LOT 16 & ALL OF LOT 17			82640480008	U
WOMENS CARE CENTER INC	360 N NOTRE DAME AVE				SOUTH BEND, IN 46617---0	SHADOWLAWN BLK D LOTS 18 - 21,	LESS OR 54 PG 201 (R/W), LESS	STIPULATED ORDER OF TAKING	CASE NO. 95-1302-CA OR 2403 PG	73280440006	U
	3299 TAMIAMI TRAIL E SUITE 103				NAPLES, FL 34112						
CVS	2515 SHADOWLAWN DR				NAPLES, FL 34112						

Final Publication Date
7/10/2023

Email Address
AColeman1@localiq.com

Ad Number
GCI1081996

Publication
Naples Daily News

Market
Naples

Delivery Method
Both

Number of Affidavits Needed
1

Customer Email
jessicak@davidsonengineering.com

Name
Davidson Engineering Inc

Street
4365 Radio Rd 201

City
Naples

State
FL

ZIP Code
34104

Your Name
Alice Coleman

Naples Daily News
PART OF THE USA TODAY NETWORK
Published Daily
Naples, FL 34110

DAVIDSON ENGINEERING INC
4365 RADIO RD #201
NAPLES, FL 34104

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a PUBLIC NOTICE, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

Issue(s) dated: 7/10/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on JULY 10TH, 2023:

Notary, State of WI, County of Brown

My commission expires: 5.15.27

Publication Cost: $268.80
Ad No: GCI1081996
Customer No: 505018
PO #: NEIGHBORHOOD INFO MEETING – DISPLAY AD 2X4
# of Affidavits: 1

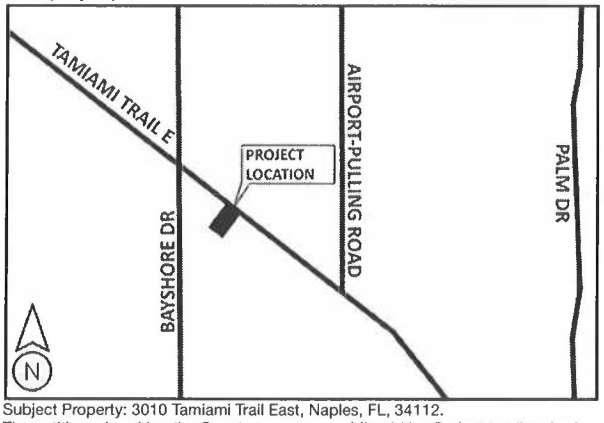
This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

NEIGHBORHOOD INFORMATION MEETING

The public is invited to attend a neighborhood meeting held by Jessica Kluttz of Davidson Engineering, representing D&D Retirement Trust LLC on:

July 25, 2023, at 5:00 p.m. at the Norris Center in the Art Room, 755 8th Ave South, Naples, FL 34102.



Subject Property: 3010 Tamiami Trail East, Naples, FL, 34112.

The petitioner is asking the County to approve a Mixed-Use Project to allow for 8 residential units and commercial development on the property.

Business and property owners, residents and visitors are welcome to attend the presentation and discuss the project with the owner/developer and Collier County staff. The Neighborhood Information Meeting is for informational purposes, it is not a public hearing. If you are unable to attend this meeting but have questions or comments, they can be directed by mail, phone, or e-mail to:

Jessica Kluttz, AICP
4365 Radio Road, Suite 201
Naples, FL, 34104
239-434-6060
JessicaK@DavidsonEngineering.com

ND-GCI1081996-01

Your Source
Public Notices
for the latest...

Public Notices

Auction Notice
NOTICE IS HEREBY GIVEN that Storage Sense, 5800 Houchin St Naples, Florida 34109
239-631-1102 intends to sell the personal property described below to enforce a lien imposed on said property under the State of Florida Facility Act Statutes. The auction will take place July 25, 2023 at 10:00am
You can bid on units on the following website:
www.lockerfox.com
Units will be sold for CASH only. All Units must be cleaned out within 48 Hours with a $100 Cash cleaning deposit.
NO DUMPSTER PRIVELEGES.

*Unit 213 – Alexandra Dean
Personal Property
July 3, 10, 2023 #5742360

Public Notices

Auction Notice
NOTICE IS HEREBY GIVEN that Storage Sense, 5800 Houchin St Naples, Florida 34109
239-631-1102 intends to sell the personal property described below to enforce a lien imposed on said property under the State of Florida Facility Act Statutes. The auction will take place August 1st at 10:00AM You can bid on units on the following website: www.lockerfox.com
Units will be sold for CASH only. All Units must be cleaned out within 48 Hours with a $100 Cash cleaning deposit.
NO DUMPSTER PRIVELEGES.

*Unit L106 Daniel McGee
Personal Property
July 10, 17 2023 #5759647

Effective 7/1/23
Dr Elaine Witten has retired from Drs Dery & Eads,PA at 60 10th St N, Naples, Fl 34102. Patient records can be obtained by contacting the office 239-261-7071
June 19, 26, July 3, 10, 2023
#5733681

Notice of Sales

Notice of Sheriff's Sale

NOTICE IS HEREBY GIVEN that pursuant to a WRIT OF EXECUTION issued in the Circuit Court of Collier County, Florida, on the 17th day of September, 2021, in the cause wherein WOODS, WEIDENMILLER, MICHETTI & RUDNICK LLP FKA WOODS, WEIDENMILLER, MICHETTE, RUDNICK AND GALBRAITH PL, plaintiff(s) and SUNSHINE PRESTIGE PROPERTIES LLC AND HOLLY RICHARDSON, defendant(s), case no. 18CA2415, in said court; I, Kevin J. Rambosk, as Sheriff of Collier County, Florida, have levied upon all the right, title and interest of the defendant(s), SUNSHINE PRESTIGE PROPERTIES LLC, in and to the following described Real property to-wit:

LOT 20, BLOCK A, STERLING OAKS PHASE 3A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 18 THROUGH 20, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

ADDRESS OF PROPERTY: 1579 WHISPERING OAKS CIRCLE, NAPLES, FL 34110
PARCEL NUMBER: 74901001448
And on the 24th day of July, 2023, at the Collier County Sheriff's Office 2373 Horseshoe Drive East, Naples, FL 34104 at the hour of 10:00 AM, or shortly thereafter, I will offer for sale all of the defendant(s), SUNSHINE PRESTIGE PROPERTIES LLC, right, title and interest in aforesaid property at public outcry and will sell same, subject to all prior liens, encumbrances and judgments, if any, to the highest and best bidder for CASH IN HAND. The proceeds to be applied as far as may be to the payment of costs and the satisfaction of the above described execution.

Kevin J. Rambosk, as Sheriff
Collier County Florida
by: /s/L. A. Wehrheim, Deputy Sheriff

Dates Advertised: 6/19/2023, 6/26/2023, 7/3/2023, 7/10/2023

In accordance with the American with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact Becky Adams, Judicial Process Manager, whose office is located at Collier County Sheriff's Office, 2373 Horseshoe Drive East, Naples, FL 34104, telephone; 239-252-0880, at least seven days prior to the proceeding; If hearing impaired, (TDD) 1-800-955-8771, or Voice (V) 1-800-955-8770, via Florida Relay Service.

June 19, 26, July 3, 10/23 #5735119

Notice To Creditors

IN THE CIRCUIT COURT OF THE TWENTIETH CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
PROBATE DIVISION
IN RE: ESTATE OF
MARIE LOURDIS GILOT File No. 2023CP-1800
Deceased.

NOTICE TO CREDITORS

If you have been served with a copy of this notice and you have any claim or demand against the decedents' estate, even if that claim is unmatured, contingent, or unliquidated, you must file your claim with the court ON OR BEFORE THE LATER OF A DATE THAT IS 3 MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER YOU RECEIVE A COPY OF THIS NOTICE.
All other creditors of the decedent and other persons who have claims or demands against the decedent's estate, including unmatured, contingent, or unliquidated claims, must file their claims with the court, ON OR BEFORE THE DATE THAT IS 3 MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE PERIOD SET FORTH IN SECTION 733.702, FLORIDA STATUTES, WILL BE FOREVER BARRED.
EVEN IF A CLAIM IS NOT BARRED BY THE LIMITATIONS DESCRIBED ABOVE, ALL CLAIMS THAT HAVE NOT BEEN FILED WILL BE BARRED TWO YEARS AFTER DECEDENT'S DEATH.
The case number and decedent's name are: MARIE LOURDIS GILOT, File Number 2023CP-1800
The address of the court where this probate is pending is: Circuit Court for Collier County, Florida, 3315 Tamiami Trl. E. Ste: 102, Naples, FL, 34112-5324.
Date of death of the decedent is: May 7th, 2023.
The date of first publication of this notice is: July 3, 2023
The second week of publication is July 10, 2023
Personal Representative(s): Gean C. Gilot
Attorney for the representative(s):
By: /s/Matthew T. Morrison
Matthew T. Morrison, Esquire
Florida Bar No. 1005203
5121 S. Lakeland Dr, Suite 2
Lakeland, Florida 33813
No. 5755323 July 3, 10, 2023

Public Notices

NEIGHBORHOOD INFORMATION MEETING
The public is invited to attend a neighborhood meeting held by Jessica Klutz of Davidson Engineering, representing DAD Retirement Trust LLC on:
July 25, 2023, at 5:00 p.m. at the Norris Center in the Art Room, 755 8th Ave South, Naples, FL 34102.



Subject Property: 3210 Tamiami Trail East, Naples, FL 34112.
The petitioner is asking the County to approve a Mixed-Use Project to allow for 8 residential units and commercial development on the property.
Business and property owners, residents and visitors are welcome to attend the presentation and discuss the project with the owner/developer and Collier County staff. The Neighborhood Information Meeting is for informational purposes, it is not a public hearing. If you are unable to attend this meeting but have questions or comments, they can be directed by mail, phone, or e-mail to:
Jessica Klutz, AICP
4365 Radio Road, Suite 201
Naples, FL, 34104
239-434-6060
JessicaK@DavidsonEngineering.com
MNGEEHE1906 (1)

Public Notices

NOTICE OF FINDING OF NO SIGNFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS
July 10, 2023
Collier County
3339 East Tamiami Trail
Health and Public Services Building H, Room 211
Naples, Florida 34112
(239) 252-2273
These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by Collier County.

REQUEST FOR RELEASE OF FUNDS

On or about July 26, 2023, Collier County will submit a request to the Department of Housing and Urban Development (HUD) for the release of Self-Help Homeownership Opportunity Program Funds under the Housing Opportunity Program Extension Act of 1996, as amended, to undertake a project known as Majestic Place for the purpose of improving access to affordable housing in Collier County.
Scope: Habitat for Humanity of Collier County, Inc. proposes the development of a new affordable housing complex in Collier County, Florida. The project includes the development and construction of 109 owner-occupied homes for low-income households. The project is in Regal Acres, an existing community built by Habitat for Humanity of Collier County, Inc.
Location: Parcels 00737720006, 00737760008, 00741100104, and 00738280008 in Collier County, Florida and northwest of Majestic Circle.
Total Estimated HUD Funding: $1,000,000
Total Project Cost: $30,000,000

FINDING OF NO SIGNIFICANT IMPACT

Collier County has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at Community and Human Services Division, 3339 East Tamiami Trail, Health and Public Services Building H, Room 211, Naples, Florida 34112 and may be examined or copied weekdays 9 A.M to 4:30 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Collier County Community and Human Services Division at the address above. All comments received by July 25, 2023 will be considered by Collier County prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

Collier County certifies to HUD that Amy Patterson, in their capacity as County Manager, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Collier County to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of fund and Collier County's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of Collier County; (b) Collier County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD – Miami Office at 909 SE First Avenue, Room 500, Miami, FL 33131. Potential objectors should contact HUD to verify the actual last day of the objection period.
Amy Patterson, County Manager

AVISO DE HALLAZGO SIN IMPACTO SIGNIFICATIVO Y AVISO DE INTENCIÓN DE SOLICITAR LIBERACIÓN DE FONDOS
10 de julio de 2023
Condado de Collier
3339 East Tamiami Trail
Health and Public Services Building H, Room 211
Naples, Florida 34112
(239) 252-2273
Estos avisos deberán satisfacer dos requisitos de procedimiento separados pero relacionados para las actividades que llevará a cabo el condado de Collier.

SOLICITUD DE LIBERACIÓN DE FONDOS

En o alrededor de 26 de julio de 2023 el Condado de Collier presentará una solicitud al HUD para la liberación de los fondos del Programa de Oportunidades de Propiedad de Vivienda de Autoayuda bajo la Ley de Extensión del Programa de Oportunidades de Vivienda de 1996, según enmendada, para emprender un proyecto conocido como Majestic Place con el fin de mejorar el acceso a viviendas asequibles en el condado de Collier.
Alcance: The Habitat for Humanity of Collier County, Inc. propone el desarrollo de un nuevo complejo de viviendas asequibles en el Condado de Collier, Florida. El proyecto incluye el desarrollo y construcción de 109 viviendas ocupadas por sus propietarios para familias de bajos ingresos. El proyecto está en Regal Acres, una comunidad existente construida por Habitat for Humanity.
Localizacion: Parcelas 00737720006, 00737760008, 00741100104 y 00738280008 en el Condado de Collier, Florida y al noroeste de Majestic Circle.
Financiamiento total estimado de HUD: $1,000,000
Costo total del proyecto: $30,000,000

HALLAZGO SIN IMPACTO SIGNIFICATIVO

El condado de Collier ha determinado que el proyecto no tendrá un impacto significativo en el ambiente humano. Por lo tanto, no se requiere una Declaración de Impacto Ambiental bajo la Ley Nacional de Política Ambiental de 1969 (NEPA). La información adicional del proyecto se encuentra en el Registro de revisión ambiental (ERR) archivado en la División Community and Human Services Division, 3339 East Tamiami Trail, Health and Public Services Building H, Room 211, Naples, Florida 34112 y se puede examinar o copiar los días de semana de 9 a. m. a las 4:30 p. m.

COMENTARIOS PÚBLICOS

Cualquier individuo, grupo o agencia puede enviar comentarios por escrito sobre la ERR a la División de Servicios Humanos y Comunitarios del Condado de Collier en la dirección anterior. Todos los comentarios recibidos antes de 25 de julio de 2023 serán considerados por el condado de Collier antes de autorizar la presentación de una solicitud de liberación de fondos.

CERTIFICACIÓN AMBIENTAL

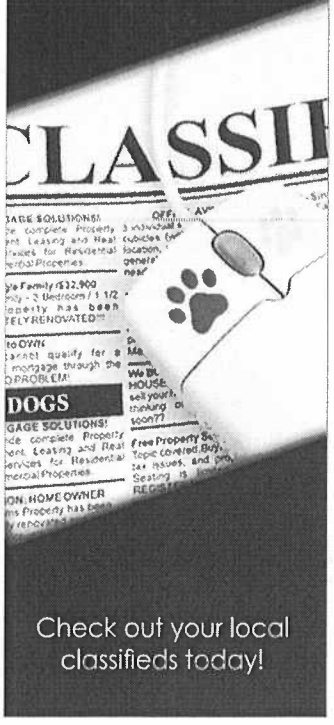
El condado de Collier certifica a HUD que Amy Patterson, en su capacidad de administradora del condado, consiente en aceptar la jurisdicción de los tribunales federales si se inicia una acción para hacer cumplir las responsabilidades en relación con el proceso de revisión ambiental y que estas responsabilidades han sido satisfechas. La aprobación de la certificación por parte de HUD satisface sus responsabilidades conforme a NEPA y las leyes y autoridades relacionadas, y permite que el condado de Collier use los fondos del programa.

OBJECIONES A LA LIBERACIÓN DE FONDOS

HUD aceptará objeciones a la liberación de fondos y la certificación del condado de Collier durante un período de quince días a partir de la fecha de presentación anticipada o de la recepción real de la solicitud (lo que ocurra más tarde) solo si se basan en una de las siguientes bases: (a) la certificación no fue ejecutada por el Oficial Certificador del Condado de Collier; (b) el condado de Collier ha omitido un paso o no ha tomado una decisión o hallazgo requerido por las reglamentaciones de HUD en 24 CFR parte 58; (c) el beneficiario de la subvención u otros participantes en el proceso de desarrollo han comprometido fondos, incurrido en costos o realizado actividades no autorizadas por 24 CFR Parte 58 antes de la aprobación de una liberación de fondos por parte de HUD; o (d) otra agencia federal que actúa de conformidad con 40 CFR Parte 1504 ha presentado una conclusión por escrito de que el proyecto no es satisfactorio desde el punto de vista de la calidad ambiental. Las objeciones deben prepararse y presentarse de acuerdo con los procedimientos requeridos (24 CFR Parte 58, Sec. 58.76) y deben dirigirse a HUD - Oficina de Miami en 909 SE First Avenue, Room 500, Miami, FL 33131. Los posibles objetores deben comunicarse con HUD para verificar el último día real del período de objeción.
Amy Patterson, County Manager

Pub Date: Jul. 10, 2023 #5762341

SELL IT
BUY IT
FIND IT
cars • garage sales
tickets • antiques
motorcycles
computers • boats
sports equipment
pets • instruments
jewelery • furniture
auctions
collectibles • jobs
appliances
yard sales • tablets
cameras • coins



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M E M O R A N D U M

August 21, 2023

To:	Collier County Development Services
From:	Jessica Kluttz, AICP
Reviewed By:	Andrew Rath, P.E.
RE:	3010 Tamiami Trail MUP – Neighborhood Information Meeting Summary

Davidson Engineering conducted a Neighborhood Information Meeting regarding the PUD Rezone and Growth Management Plan Amendment for a Mixed Use Project at 3010 Tamiami Trail on Tuesday July 25, 2023 at 5:00 PM. The meeting was held at the Norris Center, located at 755 8th Avenue South, Naples FL 34102 in the Art Room. There were a total of 5 in-person attendees from the public who signed in, including the project team. Attached to this letter is the sign in sheet from the meeting, the provided hand out for attendants, and the PowerPoint Presentation utilized at the meeting.

The list of individuals below, associated with the project, participated in the meeting:

- Jessica Kluttz, Davidson Engineering
- Brandon Copper, Davidson Engineering
- Daniel Dufault, Applicant and Property Owner
- Eric Ortman, Collier County

Jessica Kluttz, Agent for the Applicant, began the presentation at approximately 5:15 PM and gave an overview of the project location, density, zoning request, and hearing criteria.

Following the presentation, attendees asked questions and gave comments. The following list is a summary of the questions and comments along with responses given by the agent in **bold.**

- *Eric Ortman asked how many commercial units were proposed.*
  Response: 1-2 commercial units.

- *Jean Devarista asked for more information regarding the project location and proposed building height, concerned about impacts to the neighboring mobile home park.*
  Response: Appropriate buffering would be provided to the mobile home park, and the building would be 5 stories in height, not going over 56' in height per zoned height.
- *Eric Ortman asked for clarification on the egress and ingress for the site, if the same access would be used for the commercial and residential components.*
  Response: One access point is proposed for the entire development.
- *Eric Ortman asked if the existing building's business was open yet.*
  Response: The existing building is currently undergoing renovations, but a real estate office will operate out of the site once renovations are complete. A discussion regarding paint color was held.

[Meeting Adjourned at approximately 5:45]

3010 TAMIAMI TRAIL NIM 07.25.2023

DAVIDSON ENGINEERING

	Name	Address	Email Address
1	Jessica Klutts	2040 River Reach Dr	
2	Eric Ortman	County	
3	Dan Default	1100 Rainbow Dr. Naples FL	
4	Brandon Copper	Davidson Engineering, Inc.	
5	Jean DeVarist	2872 Gordon St Naples FL.	
6			
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18			

Neighborhood Information Meeting
July 25, 2023

3010 Tamiami Trail Mixed Use Project (PL20220006931)

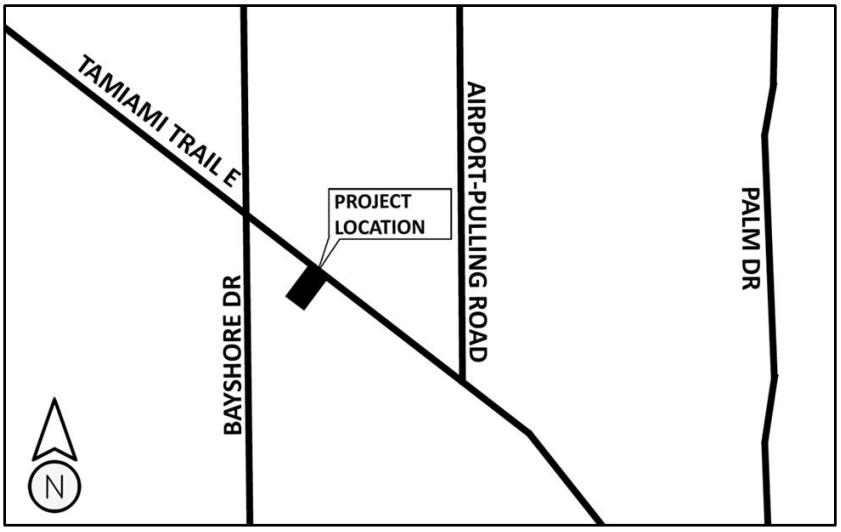
The subject site is located at 3010 Tamiami Trail. The purpose of this application is to allow for a Mixed Use Project on the site consisting of commercial and residential uses as permitted by the Land Development Code.

The proposed site plan consists of the following:

1. An existing real estate office 2,545 SF in size
    a. The existing commercial zoning is C-3 which this office is complaint with.
2. A mixed-use structure with 2,252 SF of commercial suites on the first floor and 15,800 SF of residential units on floors 2-5
    a. 8 residential units are proposed.
    b. Each residential floor will have a footprint of approximately 3,950 SF.
    c. Covered parking is provided underneath the 2nd floor overhang.

A density of 12 units per acre, allowing for 8 units total on this site, is gained through the Limited Density Bonus Pool for the Bayshore/Gateway Triangle Zoning Overlay District. Per LDC 4.02.16.C.15, "any project that receives an allocation of Density Pool Units requires an improvement or contribution to the public realm with the BGTCRA at time of SDP or Plat approval" in the amount of 5% of the Opinion of Probable Cost.

The proposed mixed-use structure shall be no taller than 56' as permitted in the Gateway Triangle Zoning Overlay Mixed Use District. The project shall not be gated, and access provided only off Tamiami Trail. To qualify for twelve (12) dwelling units per acre mixed use projects within the BGTR Overlay must comply with the design standards of the Gateway Triangle Overlay Zoning District in the Collier County Land Development Code.



3010 Tamiami Trail Mixed Use Project

NEIGHBORHOOD INFORMATION MEETING

PL20220006931

JULY 25, 2023

DAVIDSON ENGINEERING

In Attendance

Jessica Kluttz, AICP – Davidson Engineering – Planner

Brandon Copper, E.I.– Davidson Engineering – Project Manager

Daniel Dufault – Landmark Construction – Property Owner

Stephen W. Piaza, NCARB – Piazza Design – Architect

Site Location



Mixed Use Project

Permitted Uses:

- Underlying Zoning of C-3 allows for commercial offices and similar Intermediate Commercial uses
- Underlying Zoning of MH allows for 6.26 units/acre
  - 0.11 acres of the property lies in this district

Density:

- MUP allows for up to 12 units/acre through the Bonus Density Pool Allocation = 8 residential units
- Limited Density Bonus Pool: Any project that receives an allocation of Density Pool Units requires an improvement or contribution to the public realm with the BGTCRA at time of SDP approval in the amount of 5% of the Opinion of Probable Cost.

DAVIDSON ENGINEERING



Compatibility: Surrounding Uses

Proposed Development

- Existing real estate office
- Mixed-use structure:
  - 1st Floor commercial suite
  - 2nd-5th floor residential units (8 total)
  - Rooftop amenities including a pool and sun deck

DAVIDSON ENGINEERING

Criteria for MUP Approval

1. No less than 60 percent of all commercial uses within a mixed use project shall provide retail, office and personal service uses.
   - All proposed commercial is of the above type.

2. No more than 25 percent of the residential units within a mixed use project shall be on gated roadways. Residential uses shall be constructed concurrent with, or prior, to the construction of commercial uses so as to insure actual development of a mixed use project.
   - No gated roadways proposed, and the proposed structure will not be phased. There is existing commercial on the site.

DAVIDSON ENGINEERING

Criteria for MUP Approval

3. Mixed use projects shall connect to local streets, adjoining neighborhoods, and adjacent developments, regardless of land use types. A grid pattern is usually the basis for the transportation network. Whatever the pattern of the vehicular network, internal interconnections between uses shall be provided for pedestrian, bicycle, and other modes of alternate transportation.

- Proposed site connects to Tamiami Trail sidewalk network.

4. The commercial component of a mixed use project may be located internal to the project or along the boundary. If externally located, internal access roads and service access shall be provided so as not to promote strip commercial development along external collector and arterial roadways.

- Commercial component is internal to project. Strip development is not proposed.

DAVIDSON ENGINEERING

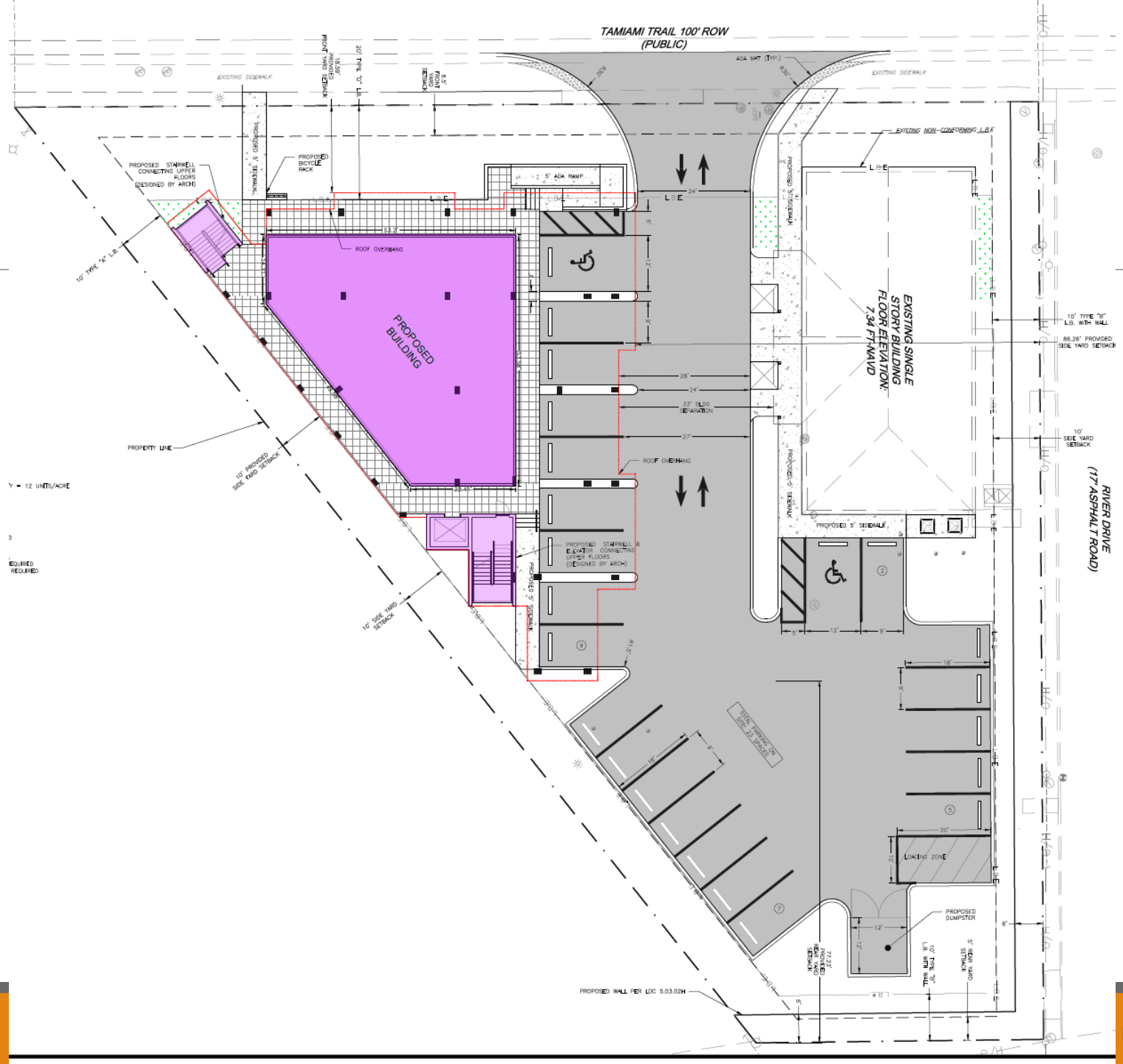
Criteria for MUP Approval

5. Parking lots shall be dispersed throughout the project. No one parking lot shall provide more than 40 percent of the required off-street parking. Parking garages shall have no restrictions on percentage of required parking that may be accommodated; however, commercial uses only shall be permitted on the ground floor. This requirement shall not apply to individual parcels less than five (5) acres in size.

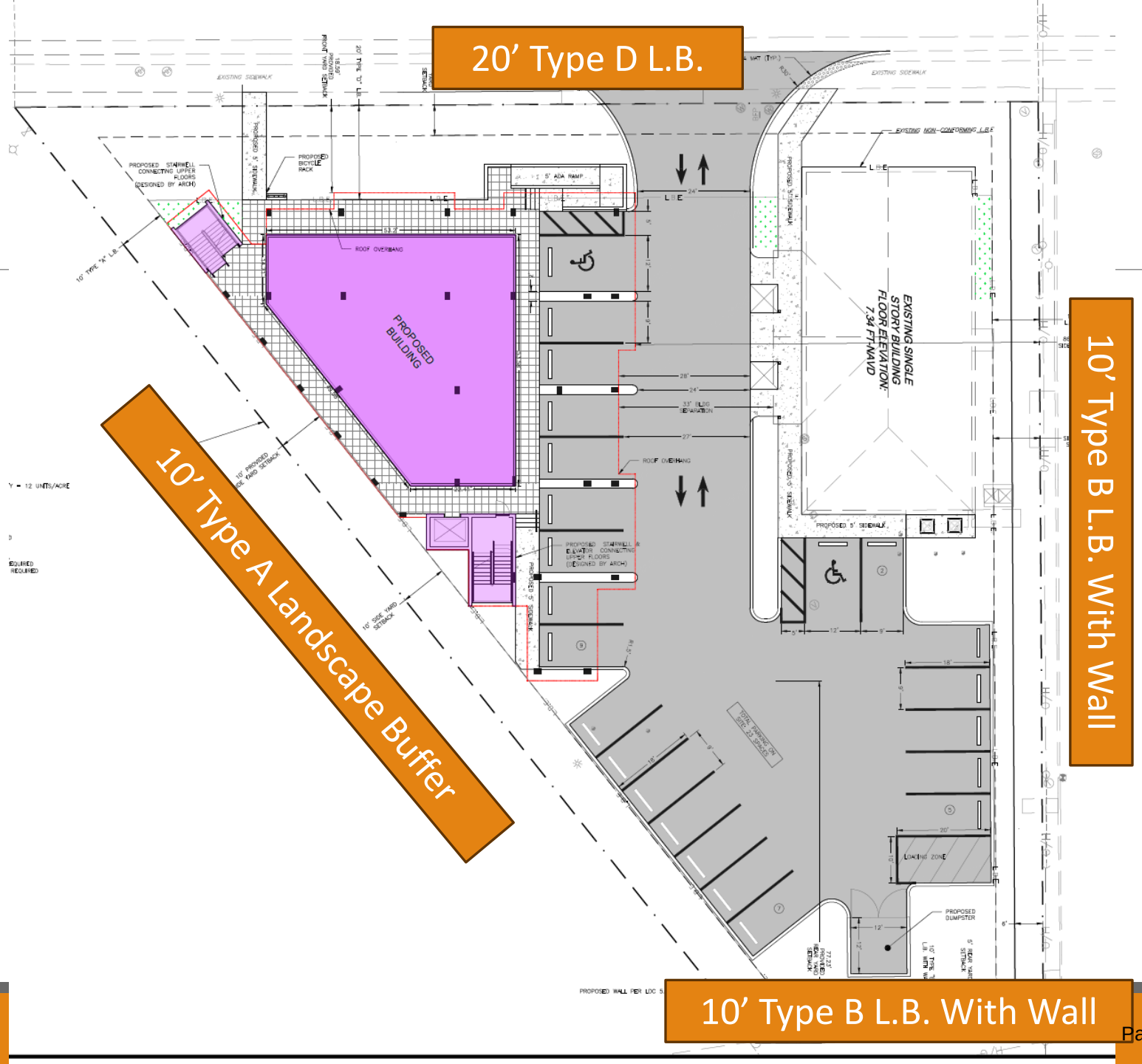
6. At least 30 percent of the gross area of mixed use projects shall be devoted to usable open space, as defined in LDC section 4.02.01 B. This requirement shall not apply to individual parcels less than five (5) acres in size.

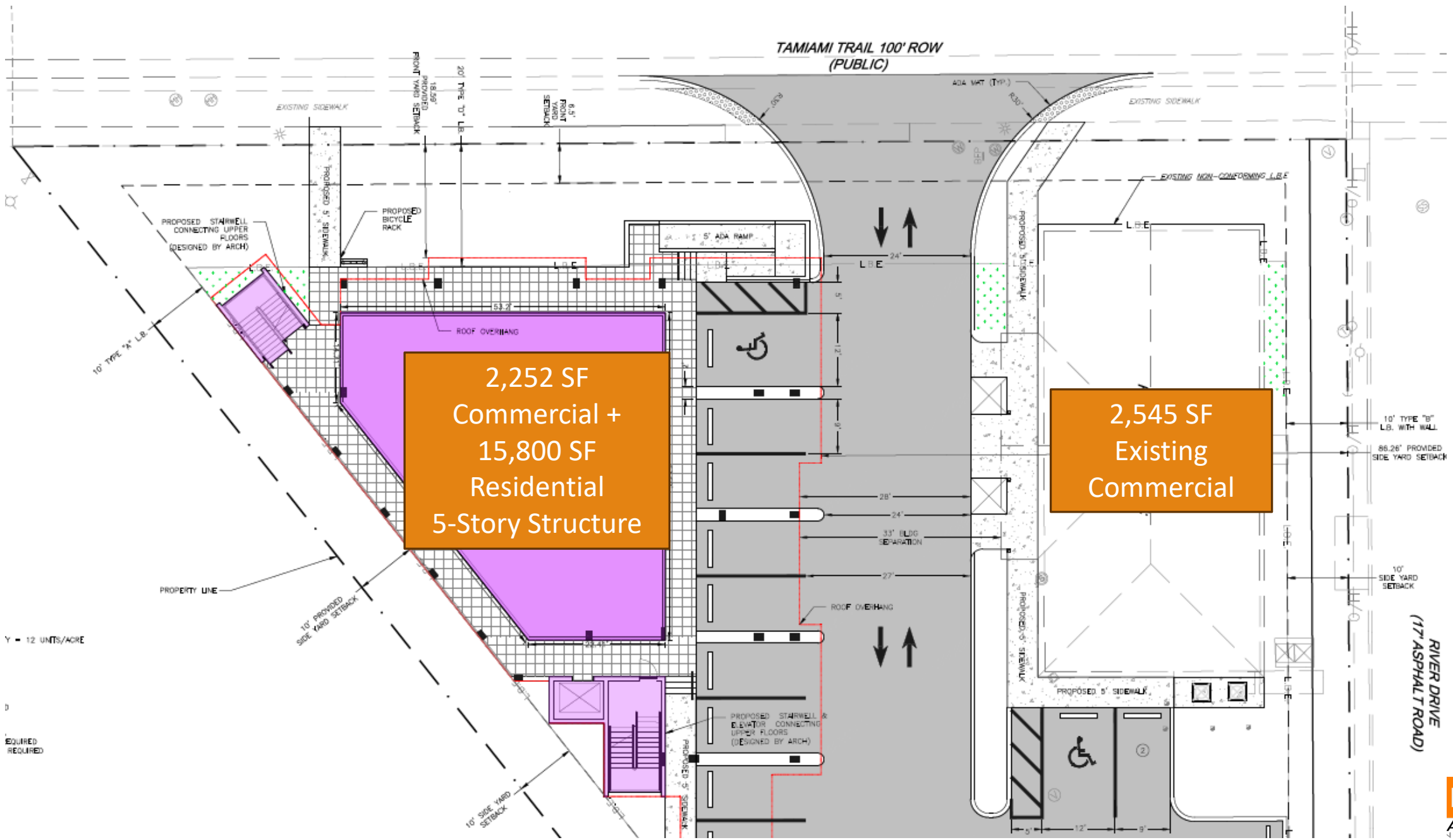
DAVIDSON ENGINEERING

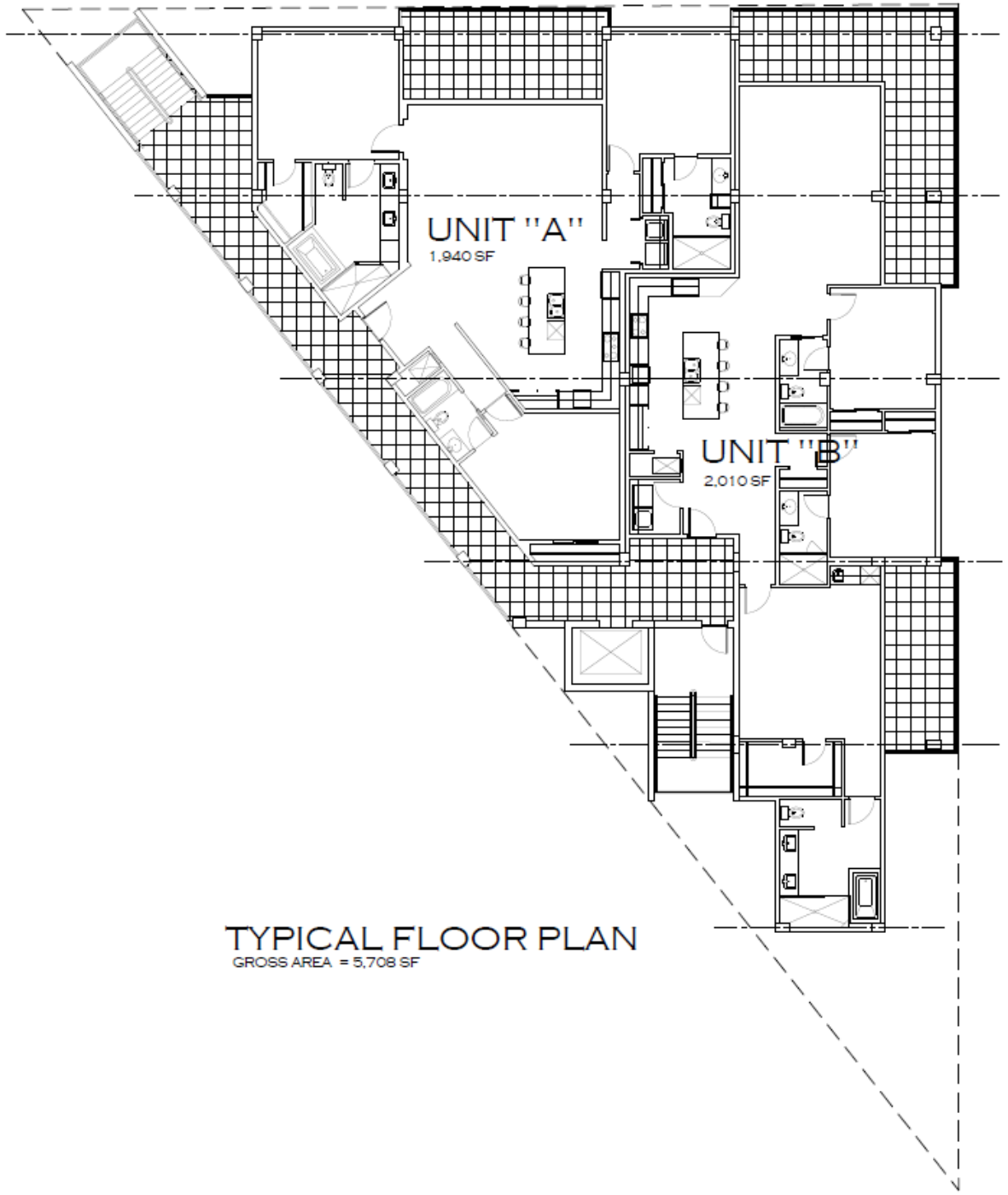
Concept Plan:



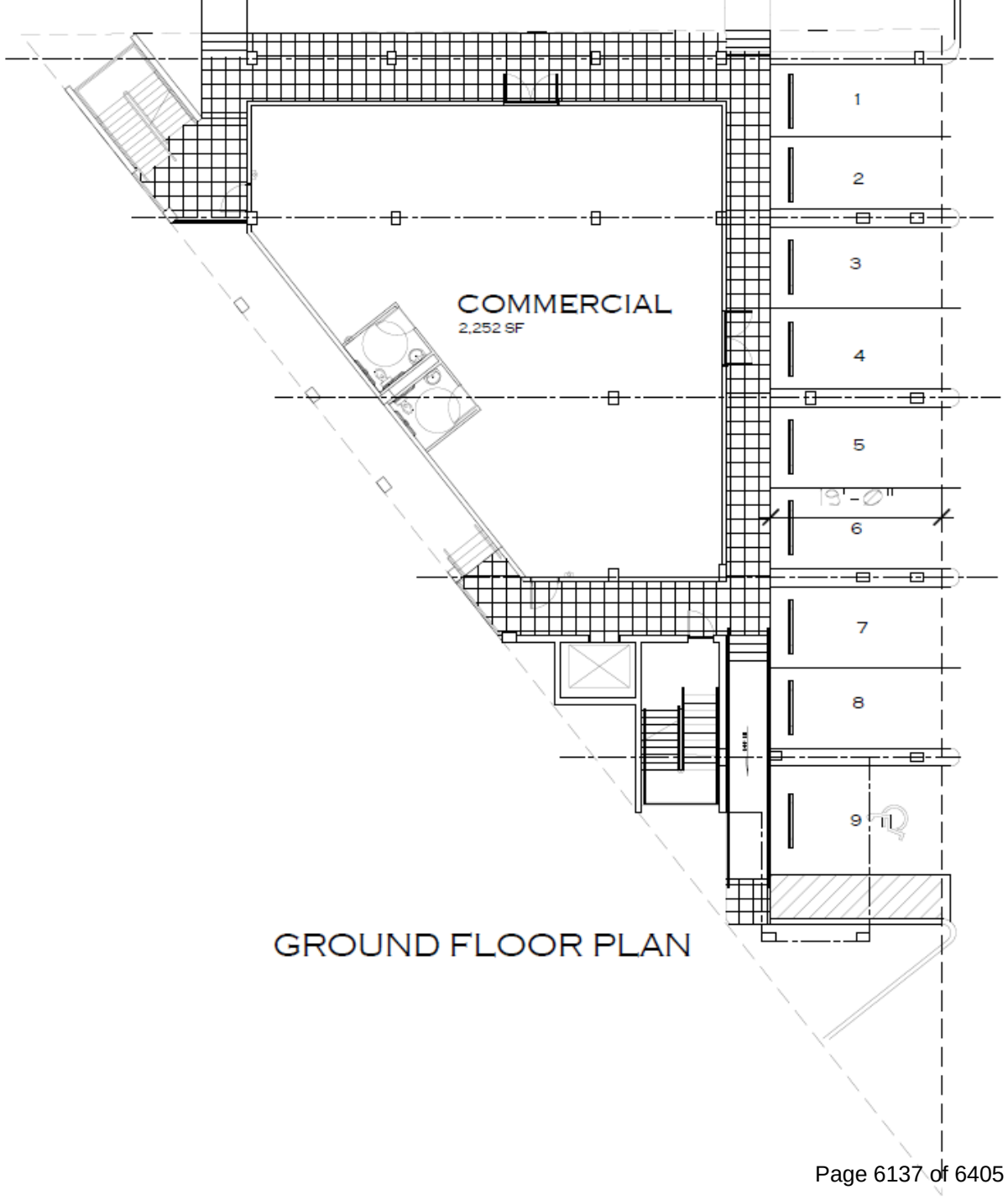
Concept Plan: Buffering



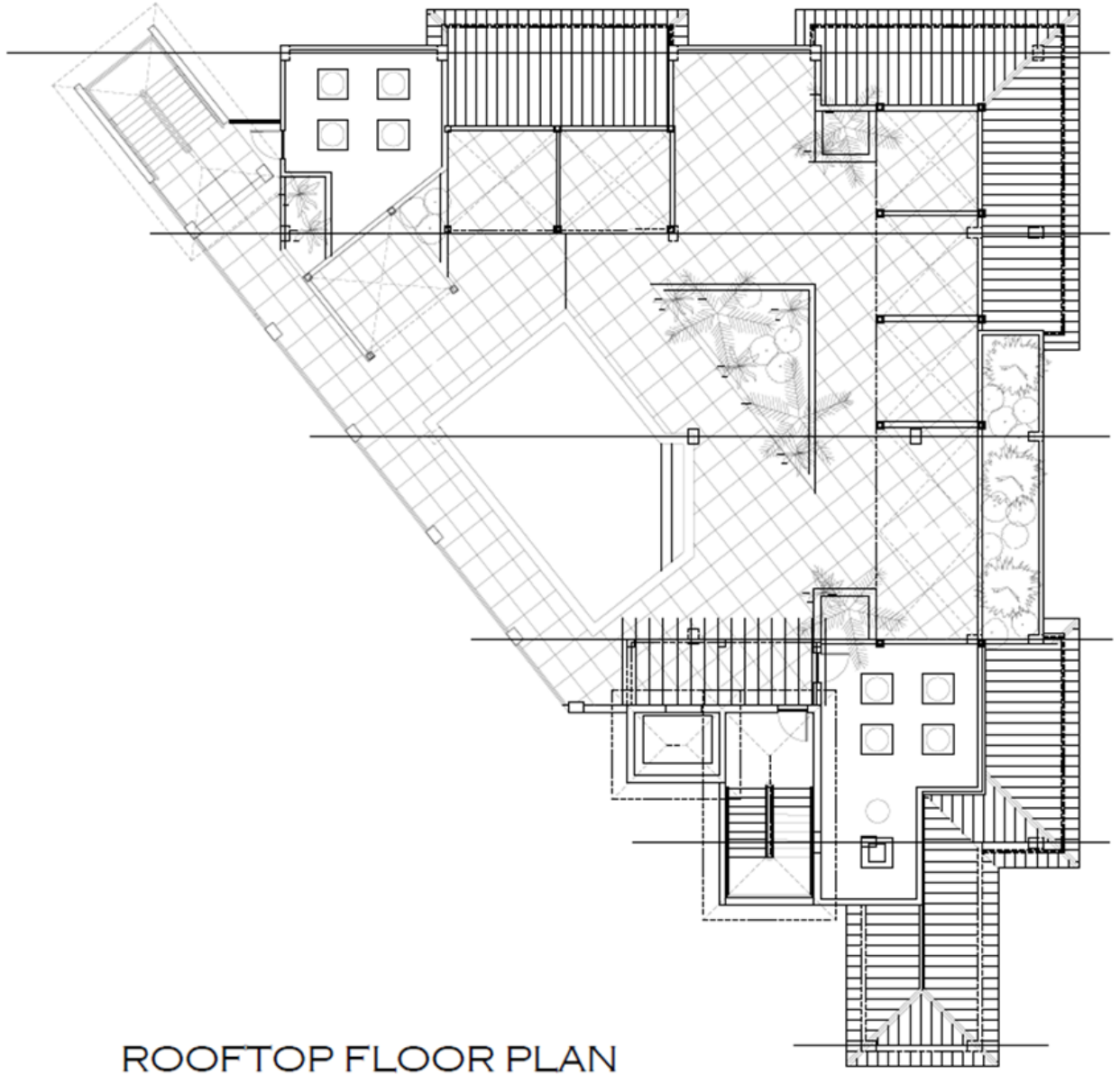

TAMIAMI TRAIL 100' ROW
(PUBLIC)
EXISTING SIDEWALK
PROPOSED 5' SIDEWALK
PROPOSED BICYCLE RACK
PROPOSED STAIRWELL CONNECTING UPPER FLOORS (DESIGNED BY ARCH)
5' ADA RAMP
ROOF OVERHANG
53.2'
2,252 SF
Commercial +
15,800 SF
Residential
5-Story Structure
2,545 SF
Existing
Commercial
EXISTING NON-CONFORMING L.B.E.
L.B.E.
24'
28'
24'
33' BLDG SEPARATION
27'
PROPOSED STAIRWELL & ELEVATOR CONNECTING UPPER FLOORS (DESIGNED BY ARCH)
PROPERTY LINE
10' PROVIDED SIDE YARD SETBACK
10' SIDE YARD SETBACK
10' TYPE "A" L.B.
10' TYPE "B" L.B. WITH WALL
86.26' PROVIDED SIDE YARD SETBACK
RIVER DRIVE
(17' ASPHALT ROAD)
Y = 12 UNITS/ACRE



TYPICAL FLOOR PLAN
GROSS AREA = 5,708 SF



GROUND FLOOR PLAN



ROOFTOP FLOOR PLAN



FRONT ELEVATION

SCALE: 3/16" = 1'-0"



Questions & Discussion

Neighborhood Information Meeting Affidavit of Compliance

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the County to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance

(Signature of Applicant)

STATE OF FLORIDA, COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online registration this 10th day of September, 2024, by Marcus Lloyd who is [X] personally known to me or [ ] has produced _____ as identification.

Notary Seal

LAURA ARCILA
Notary Public-State of Florida
Commission # HH 211975
My Commission Expires
December 28, 2025

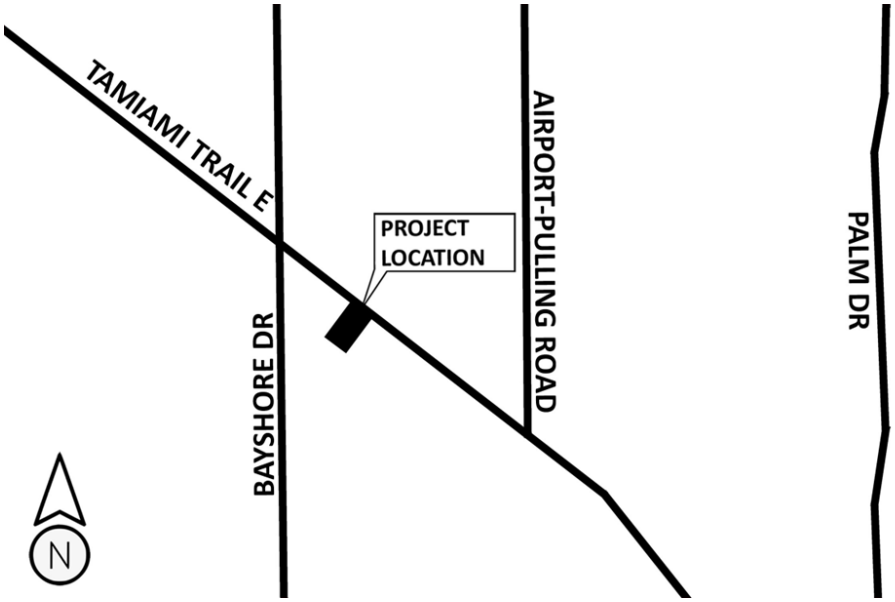
Signature of Notary Public

Laura Arcila

Print Name of Notary Public

August 13, 2024

Dear Property Owner:
Please be advised that a formal application has been submitted to Collier County seeking approval of a Mixed-Use Project for the following described property:



3010 Tamiami Trail East, Naples, FL, 34112

The petitioner is asking the County to approve this Mixed-Use Project application to allow development of a commercial development with 8 residential units on the described property.

In compliance with the Land Development Code requirements, a Neighborhood Information Meeting will be held to provide you an opportunity to become fully aware of our development intentions and to give you an opportunity to influence the form of development. The Neighborhood Information Meeting will be held on September 5th, 2024, at 5:00 PM at the Norris Center in the Art Room. The address for the Norris Center is 755 8th Ave South, Naples, FL 34102.

At this meeting the petitioner will make every effort to illustrate how the property will be developed and to answer any questions. The Neighborhood Information Meeting is for informational purposes, it is not a public hearing. Should you have questions prior to the meeting, please contact me at 239-434-6060 or Marcus@DavidsonEngineering.com.

Sincerely,
Marcus Lloyd

Marcus Lloyd, AICP
Planner, Davidson Engineering

Notice: This data belongs to the Collier County Property Appraiser's Office (CCPA). Therefore, the recipient agrees not to represent this data to anyone as other than CCPA provided data. The recipient may not transfer this data to others without consent from the CCPA.

Petition: PL20220006931 | Buffer: 500' | Date: 8/5/2024 | Site Location: 61841800000

NAME1	NAME2	NAME3	NAME4	NAME5	NAME6	LEGAL1	LEGAL2	LEGAL3	LEGAL4	FOLIO	ADDRESSTYPE
3148 TAMIAMI TRAIL LLC	% MATTHEW P FLORES ESQ	1335 THIRD AVENUE S STE 505			NAPLES, FL 34102---0	COL-LEE-CO GARDENS LOTS 1-4,	LESS STIPULATED ORDER OF	TAKING OR 2012 PG 1717 CASE#	94-1880-CA PAR 137	26830040007	U
ARREAGA, CARLOS & VERONICA	3180 SAFE HARBOR DR				NAPLES, FL 34117---8407	SHADOWLAWN BLK D LOT 13 +	N1/2 OF LOT 14 OR 1604 PG 2269			73280360005	U
ASLI, ABBAS AHRABI	98 EAST AVE				NAPLES, FL 34108---3420	N G + T C L F NO 2 11 50 25	LOT 124 LESS N 1300FT LESS R/W	,ALG WITH BEG AT PT ON NLY R/W	US 41, 108.15FT SELY FROM	61841920003	U
COTE EST LLC	1360 PELICAN AVE				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 201			77370000064	U
COTE EST LLC	1360 PELICAN AVE				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 202			77370000080	U
COTE EST LLC	1360 PELICAN AVE				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 203A			77370000103	U
D&D RETIREMENT TRUST LLC	1100 RAINBOW DR				NAPLES, FL 34104---0	N G + T C L F NO 2 11 50 25	PART OF LOT 122 DESC AS FOLL:	COMM INTERSEC E LINE LOT 122	+ SWLY R/W US 41, NWLY 250FT	61841800000	U
DEVARISTE, JEAN E	VIERGELENE DEVARISTE	2872 GORDON ST			NAPLES, FL 34112---5962	COL-LEE-CO GARDENS LOTS 5 + 6	OR 1975 PG 363			26830120008	U
DORMAR HOLDINGS LLC	2560 GOLDEN GATE BLVD W				NAPLES, FL 34120---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 204			77370000129	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 101			77370000022	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 102			77370000048	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 205			77370000145	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 206			77370000161	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 301			77370000187	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 302			77370000200	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 303			77370000226	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 304			77370000242	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 305			77370000268	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S # 505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 306			77370000284	U
EAST TRAIL OFFICE LLC	1333 3RD AVE S #505				NAPLES, FL 34102---0	TRAIL PROFESSIONAL CENTER	CONDOMINIUM UNIT 203B			77370000116	U
FFT SHADOWLAWN LLC	NAPLES US 41 CVS LLC	%CVS INC #5824-01	OCCUPANCY ESPENSE DEPT	1 CVS DR	WOONSOCKET, RI 02895---6146	SHADOWLAWN BLK E LOTS 6 THRU	17 LESS N 11FT OF LOT 17 AND	LESS R W DESC IN OR 2057	PG 1418	73280680002	U
GRIMES, RICHARD H	2898 WEEKS AVE				NAPLES, FL 34112---5700	REBECCA WEEKS LOTS 1 + 2 LESS	R/W			81270040000	U
GULF GATE PLAZA LLC	% ISRAM REALTY & MGT INC	500 S DIXIE HWY			HALLANDALE BEACH, FL 33009---6332	N G + T C L F NO 2 11 50 25	COMM SE CNR OF LOT 37, W25FT,	N228.46FT TO POB, W 762.11FT,	N886.61FT, E190 FT,	61834840006	U
HARMONY SHORES VENTURE II LLC	% COVE COMMUNITIES	2999 N 44TH ST SUITE 200	ATTN D NAPP OR J IANNACONE		PHOENIX, AZ 85018---0	N G + T C L F NO 2 THOSE PORT.	OF LOTS 121 AND 122 AND PART	OF ROYAL PALM TERRACE AS DESC.	IN OR 2983 PG 379	61841680000	U
HILLS, JOY	2615 ANDREW DR				NAPLES, FL 34112---4863	WILMER HGTS BLK B LOT 18				82641040007	U
HILLS, JOY	LEWIS BUTTERFIELD	EMMANUEL MORLEY	2615 ANDREW DR		NAPLES, FL 34112---4863	WILMER HGTS BLK B LOT 19 OR	1819 PG 1580			82641080009	U
I&T REALESTATE GROUP LLC	10711 TAMIAMI TRAIL N				NAPLES, FL 34108---0	SHADOWLAWN BLK D LOTS 15- 17	+ S1/2 OF LOT 14			73280400004	U
I-75 NAPLES PROPERTIES LLC	3616 SEMINOLE AVE	UNIT 1			NAPLES, FL 34112---0	WILMER HGTS BLK B LOTS 21 AND	20			82641160000	U
ISRAM GGOP LLC	506 S DIXIE HWY				HALLANDALE BEACH, FL 33009---6332	N G + T C L F NO 2 11 50 25	COMM AT INTERSEC OF W LI OF	KELLY RD + S LY R/W OF TR, S	12.20FT TO POB, S 137.80FT, W	61834880008	U
JAY VARAHIMATA INVSTMNTS LLC	3115 TAMIAMI TRL E				NAPLES, FL 34112---5716	WILMER HGTS BLK B LOTS 24-25	LESS R/W, LESS STIPULATED	ORDER OF TAKING CASE# 95-1011-	CA OR 2403 PG 2400	82641240001	U
JOHN STEVEN RIGSBEE REV TRUST	2564 ANDREW DR				NAPLES, FL 34112---4865	WILMER HGTS BLK A S 25FT OF	LOT 15, ALL OF LOT 16, LESS S	6.25FT THEREOF OR 1833 PG	2206	82640440006	U
KINNEY, THOMAS NELSON	2579 ANDREW DR				NAPLES, FL 34112---0	WILMER HGTS BLK B LOT 17 OR	1949 PG 832			82641000005	U
LAFAYETTE N INGRAM III TRUST	2278 QUEENS WAY				NAPLES, FL 34112---5424	N G + TCLF NO 2 11 50 25 BEG	SE CNR OF LOT 37, W 25FT TO W	LI OF KELLY RD, N 228.46FT TO	POB W 762.11FT TO W LI OF LOT	61834960009	U
MICK, ALICIA MARIE	2616 ANDREW DRIVE				NAPLES, FL 34112---0	WILMER HGTS BLK A LOT 19				82640500001	U
NAPLES 3.0 HOLDINGS LLC	1350 JEWEL BOX AVE				NAPLES, FL 34102---0	ROYAL PALM TERRACE LOTS 20-27	AND 52-59, VAC JOYCE AVE ADJ,	LESS E 45FT OF LOTS 52-59 AND	R/W	71580220009	U
NICKS REST & HOUKA LOUNGE INC	3616 SEMINOLE AVE	# 1			NAPLES, FL 34112---0	WILMER HGTS BLK A LOT 21 AND	22 LESS R/W, LESS OR 2070 PG	2011 (ADD'L R/W)		82640520007	U
NICKS RESTAURANT & HOUKA	LOUNGE INC	3091 TAMIAMI TR E			NAPLES, FL 34112---0	WILMER HGTS BLK A LOT 20				82640510004	U
NNN TR INC	450 S ORANGE AVE STE 900				ORLANDO, FL 32801---3339	ROYAL PALM TERRACE LOTS 1-10	LESS R/W, LOTS 36-42, AND THAT	PORTION OF VACATED JOYCE AVE	LYING ADJ TO LOTS	71580040001	U
PALM LAKE MHP LLC	% PHILIPS INTERNATIONAL	HOLDING CORP	40 CUTTER MILL RD #206		GREAT NECK, NY 11021---0	N G + T C L F NO 2 11 50 25	FROM NE COR LOT 125 RUN S ON	E LI 671.3FT FOR POB, RUN W	277.5FT TO W LI LOT 125, S ON	61842240009	U
PLAZA BAYSHORE CORP	15275 COLLIER BLVD #201 / 269				NAPLES, FL 34112---0	ROYAL PALM TERRACE LOTS 13-19,	LOTS 45-51, AND S 30FT OF LOTS	12 AND 44,ALONG WITH THAT PART	OF VACATED JOYCE AVE LYING ADJ	71580180000	U
PLAZA BAYSHORE CORP	15275 COLLIER BLVD #201/269				NAPLES, FL 34119---0	ROYAL PALM TERRACE LOT 11 AND	N 10FT LOT 12 LESS WLY 25FT,	LOT 43, N 10FT LOT 44 LESS ELY	45FT, ALONG WITH THAT PART OF	71580160004	U
SETO, KAZUO	KRISTIN KORDES	2596 ANDREW DR			NAPLES, FL 34112---0	WILMER HGTS BLK A LOT 18				82640490001	U
SHRINATHJI INV LLC	3115 TAMIAMI TRL E				NAPLES, FL 34112---0	WILMER HGTS BLK B LOTS 22 +	23			82641200009	U
VAN RHEE PROPERTIES LLC	710 31ST ST SW				NAPLES, FL 34117---3114	WILMER HGTS BLK A LOT 14 + N	25FT OF LOT 15			82640400004	U
WAGGONER, CLAYTON P	2580 ANDREW DR				NAPLES, FL 34112---0	WILMER HGTS BLK A S 6.25FT OF	LOT 16 & ALL OF LOT 17			82640480008	U
WOMENS CARE CENTER INC	360 N NOTRE DAME AVE				SOUTH BEND, IN 46617---0	SHADOWLAWN BLK D LOTS 18 - 21,	LESS OR 54 PG 201 (R/W), LESS	STIPULATED ORDER OF TAKING	CASE NO. 95-1302-CA OR 2403 PG	73280440006	U
TRAIL PROFESSIONAL CENTE	R CONDOMINIUM					TRAIL PROFESSIONAL CENTER CONDOMINIUM			hrd parcel id: 77370000006	61841760001	
BAYSHORE CRA	3299 TAMIAMI TRAIL E SUITE 103				NAPLES, FL 34112						

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Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Davidson Engineering Inc
Davidson Engineering Inc
4365 Radio Rd 201
Naples FL 34104

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Classified Legal CLEGL, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

08/19/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/19/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

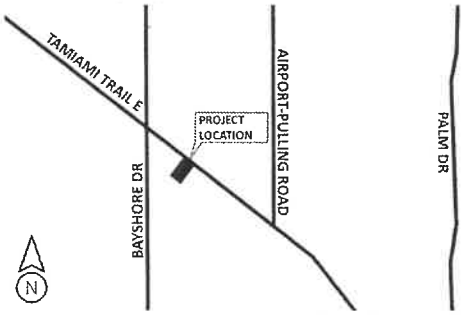
NANCY HEYRMAN
Notary Public
State of Wisconsin

NEIGHBORHOOD INFORMATION MEETING

The public is invited to attend a neighborhood meeting held by Marcus Lloyd of Davidson Engineering, representing D&D Retirement Trust LLC on:

September 5th, 2024, at 5:00 p.m. at the Norris Center in the Art Room, 755 8th Ave South, Naples, FL 34102.

Subject Property: 3010 Tamiami Trail East, Naples, FL, 34112.



The petitioner is asking the County to approve a Mixed-Use Project to allow for 8 residential units and commercial development on the property.

Business and property owners, residents and visitors are welcome to attend the presentation and discuss the project with myself and the owner/developer. The Neighborhood Information Meeting is for informational purposes, it is not a public hearing. If you are unable to attend this meeting but have questions or comments, they can be directed by mail, phone, or e-mail to:

Marcus Lloyd, AICP
4365 Radio Road, Suite 201
Naples, FL, 34104
239-434-6060
Marcus@DavidsonEngineering.com

ND-40039559

M E M O R A N D U M

September 19, 2024

To:	Collier County Development Services
From:	Davidson Engineering, Inc.
Reviewed By:	Brandon T. Copper. EI – Project Manager
RE:	3010 Tamiami Trail MUP – Neighborhood Information Meeting Summary

Davidson Engineering conducted a Neighborhood Information Meeting regarding the PUD Rezone and Growth Management Plan Amendment for a Mixed Use Project at 3010 Tamiami Trail on Thursday September 5th, 2024 at 5:30 PM. The meeting was held at the Norris Center, located at 755 8th Avenue South, Naples FL 34102 in the Art Room. There were a total of 5 in-person attendees from the public who signed in, including the project team. Attached to this letter is the sign in sheet from the meeting, the provided hand out for attendants, and the PowerPoint Presentation utilized at the meeting.

The list of individuals below, associated with the project, participated in the meeting:

- Marcus Lloyd, Davidson Engineering
- Brandon Copper, Davidson Engineering
- Daniel Dufault, Applicant and Property Owner
- Eric Ortman, Collier County
- Shirley Garcia, Collier County/BGTCRA

Marcus Lloyd, Agent for the Applicant, began the presentation at approximately 5:30 PM and gave an overview of the project location, density, zoning request, and hearing criteria.

During and after the presentation, attendees asked questions and gave comments. The following list is a summary of the questions and comments along with responses given by the agent in **bold.**

- A brief mention of parking spaces was discussed with the county planner, Eric Ortman, as the concept plan for this project has changed since the last NIM was held.
  Response: The project meets the required number of parking spaces under the current LDC, 23 spaces required, and that same amount is provided.

- *Shirly Garcia asked for more information regarding the project access point in relation to the existing mobile home park to the west.*
  Response: These projects would not share access and would be using existing ingress/egress for the existing commercial structure for the project. The access point for the mobile home park would remain unchanged in relation to this MUP project.

- A brief discussion of murals within the BGTCRA was discussed at the end of the meeting, as well as potential vandalism and how murals can help deter graffiti on buildings.

[Meeting Adjourned at approximately 5:45]

3010 TAMIAMI TRAIL NIM 09.05.2024

DAVIDSON ENGINEERING

	Name	Address	Email Address
1	Marcus Lloyd	4365 Radio RD #201, Naples, FL 34104	Marcus@davidsonengineering.com
2	Shirley Garcia	3299 Tamiami trl E	Shirley.garcia@collierCountyFL.gov
3	DAN Default	1100 Bainbow Dr. Naples, FL 34104	landmarkconstruction3@gmail.com
4	Brandon Copper	4365 Radio Rd #201 Naples FL 34104	Brandon@DavidsonEngineering.com
5	Eric Ortman	Collier County	✓
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3010 Tamiami Trail Mixed Use Project

NEIGHBORHOOD INFORMATION MEETING

PL20220006931

SEPTEMBER 5TH , 2024

DAVIDSON ENGINEERING

In Attendance

Marcus Lloyd, AICP – Davidson Engineering – Planner

Brandon Copper, E.I.– Davidson Engineering – Project Manager

Daniel Dufault – Landmark Construction – Property Owner

Stephen W. Piaza, NCARB – Piazza Design – Architect

Site Location



Mixed Use Project

Permitted Uses:

- Underlying Zoning of C-3 allows for commercial offices and similar Intermediate Commercial uses
- Underlying Zoning of MH allows for 6.26 units/acre
  - 0.11 acres of the property lies in this district

Density:

- MUP allows for up to 12 units/acre through the Bonus Density Pool Allocation = 8 residential units
- Limited Density Bonus Pool: Any project that receives an allocation of Density Pool Units requires an improvement or contribution to the public realm with the BGTCRA at time of SDP approval in the amount of 5% of the Opinion of Probable Cost.

DAVIDSON ENGINEERING



Compatibility: Surrounding Uses

Proposed Development

- Existing real estate office
- Mixed-use structure:
  - 1st Floor commercial suite
  - 2nd-5th floor residential units (8 total)
  - Rooftop amenities including a pool and sun deck

DAVIDSON ENGINEERING

Criteria for MUP Approval

1. No less than 60 percent of all commercial uses within a mixed use project shall provide retail, office and personal service uses.
   - All proposed commercial is of the above type.

2. No more than 25 percent of the residential units within a mixed use project shall be on gated roadways. Residential uses shall be constructed concurrent with, or prior, to the construction of commercial uses so as to insure actual development of a mixed use project.
   - No gated roadways proposed, and the proposed structure will not be phased. There is existing commercial on the site.

DAVIDSON ENGINEERING

Criteria for MUP Approval

3. Mixed use projects shall connect to local streets, adjoining neighborhoods, and adjacent developments, regardless of land use types. A grid pattern is usually the basis for the transportation network. Whatever the pattern of the vehicular network, internal interconnections between uses shall be provided for pedestrian, bicycle, and other modes of alternate transportation.

- Proposed site connects to Tamiami Trail sidewalk network.

4. The commercial component of a mixed use project may be located internal to the project or along the boundary. If externally located, internal access roads and service access shall be provided so as not to promote strip commercial development along external collector and arterial roadways.

- Commercial component is internal to project. Strip development is not proposed.

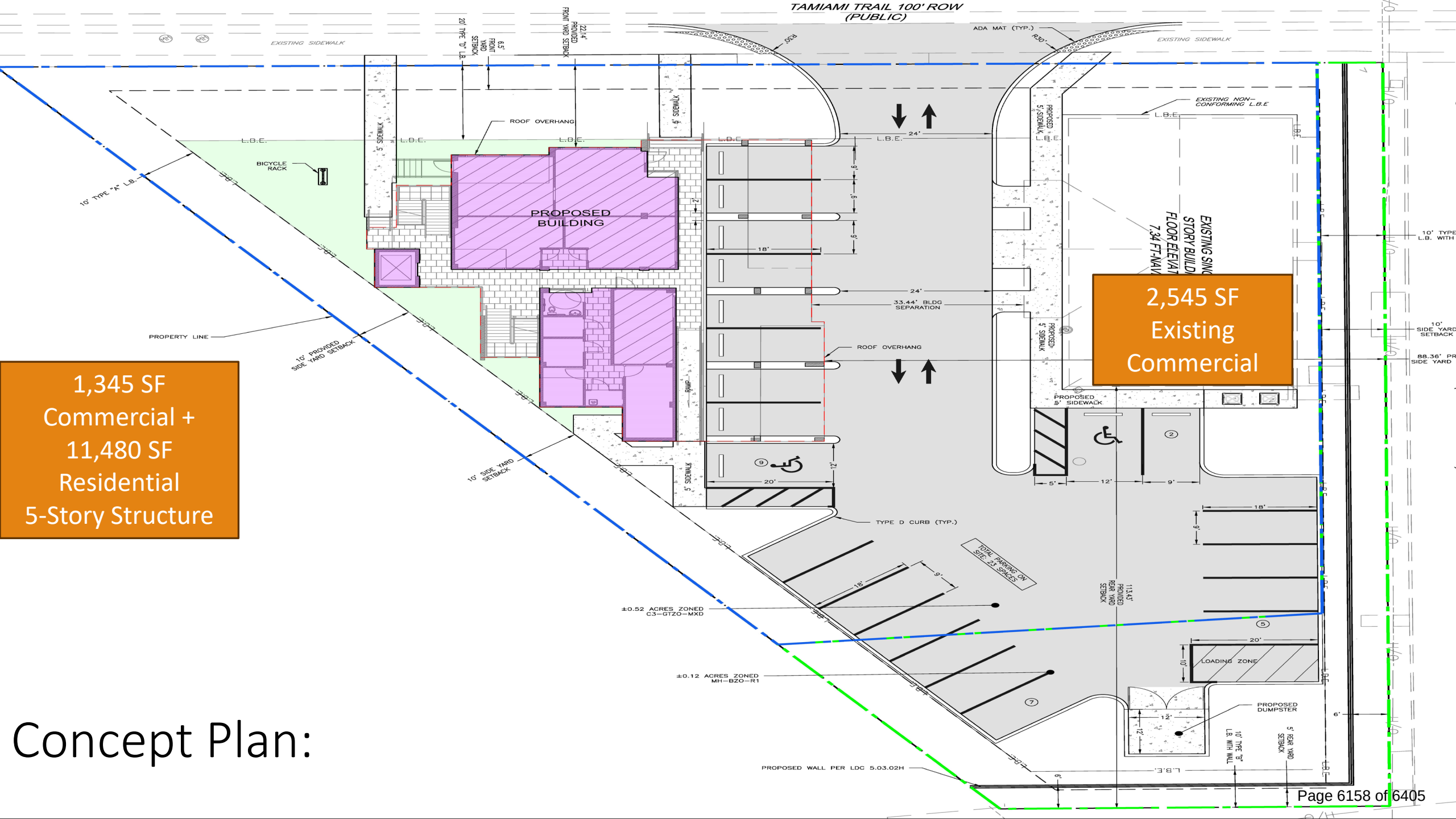
DAVIDSON ENGINEERING

Criteria for MUP Approval

5. Parking lots shall be dispersed throughout the project. No one parking lot shall provide more than 40 percent of the required off-street parking. Parking garages shall have no restrictions on percentage of required parking that may be accommodated; however, commercial uses only shall be permitted on the ground floor. This requirement shall not apply to individual parcels less than five (5) acres in size.

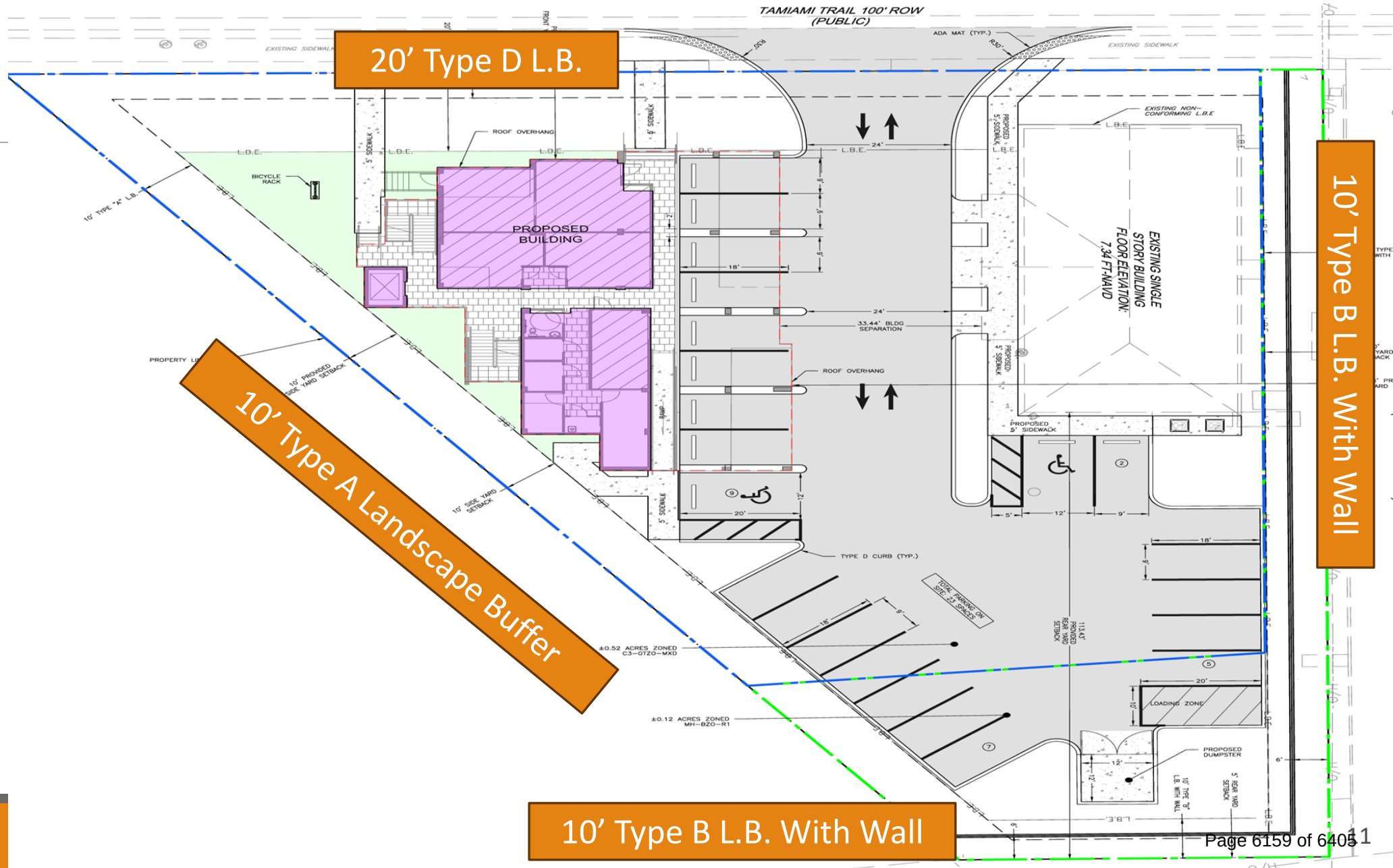
6. At least 30 percent of the gross area of mixed use projects shall be devoted to usable open space, as defined in LDC section 4.02.01 B. This requirement shall not apply to individual parcels less than five (5) acres in size.

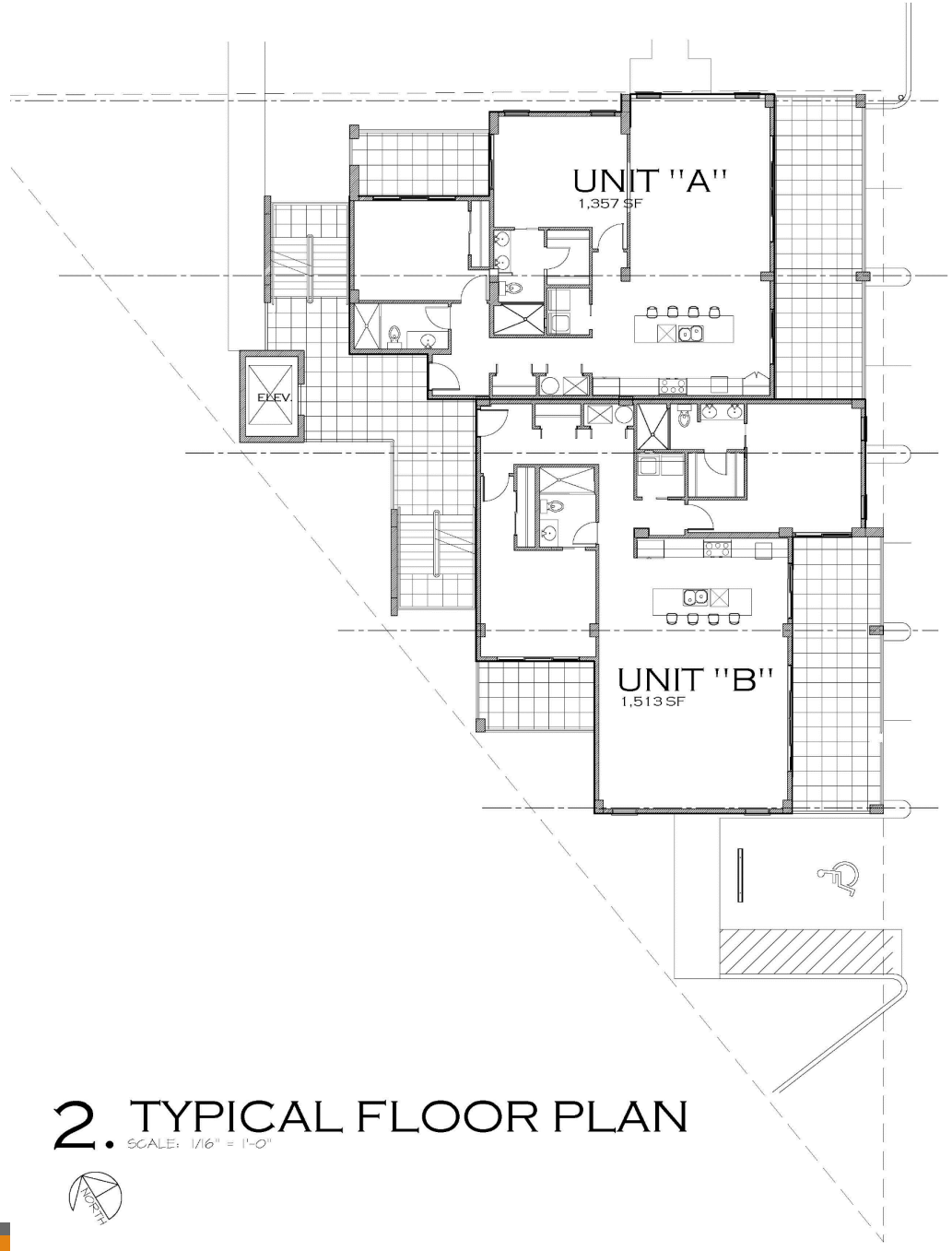
DAVIDSON ENGINEERING



Concept Plan:

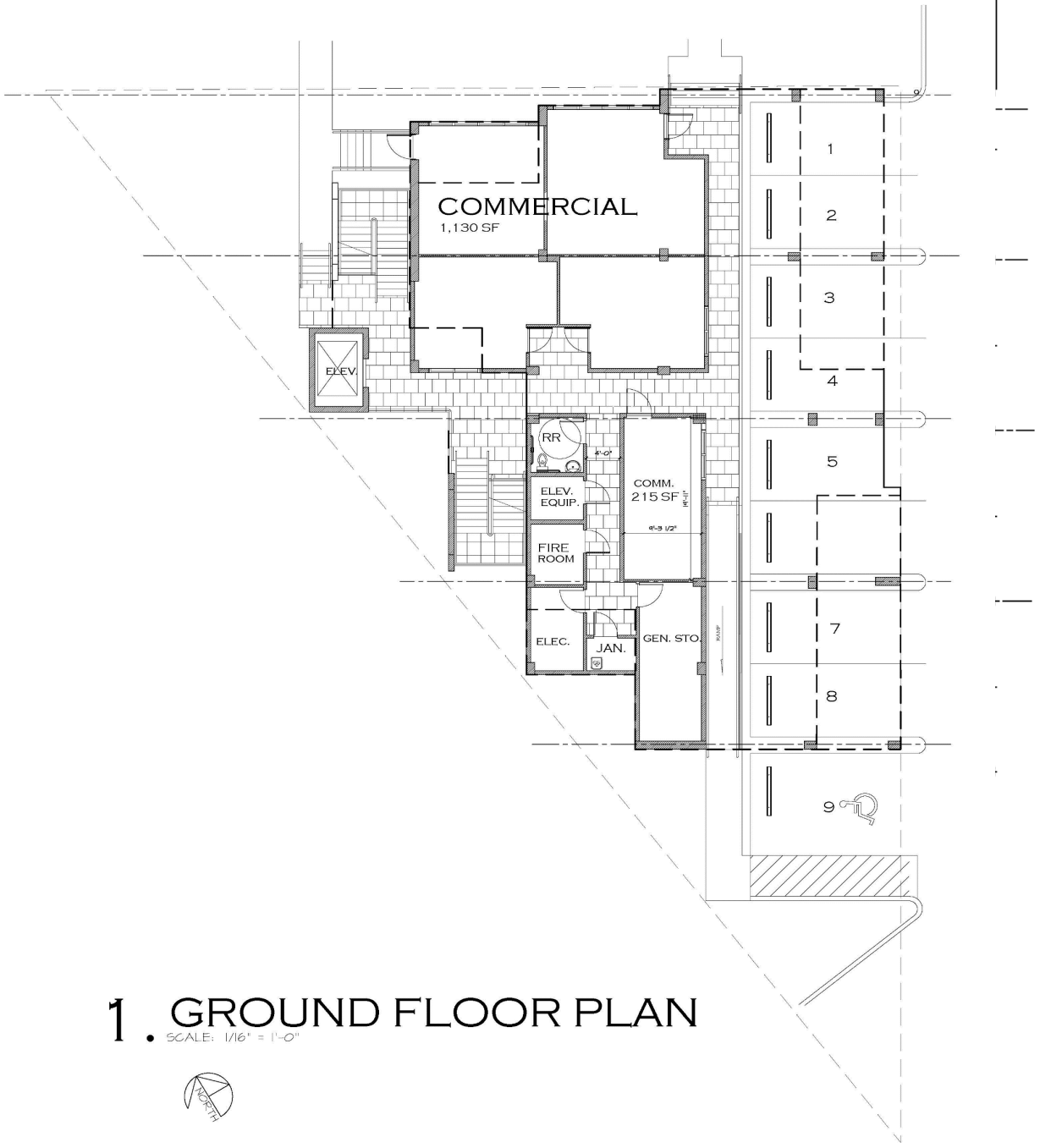
Concept Plan: Buffering





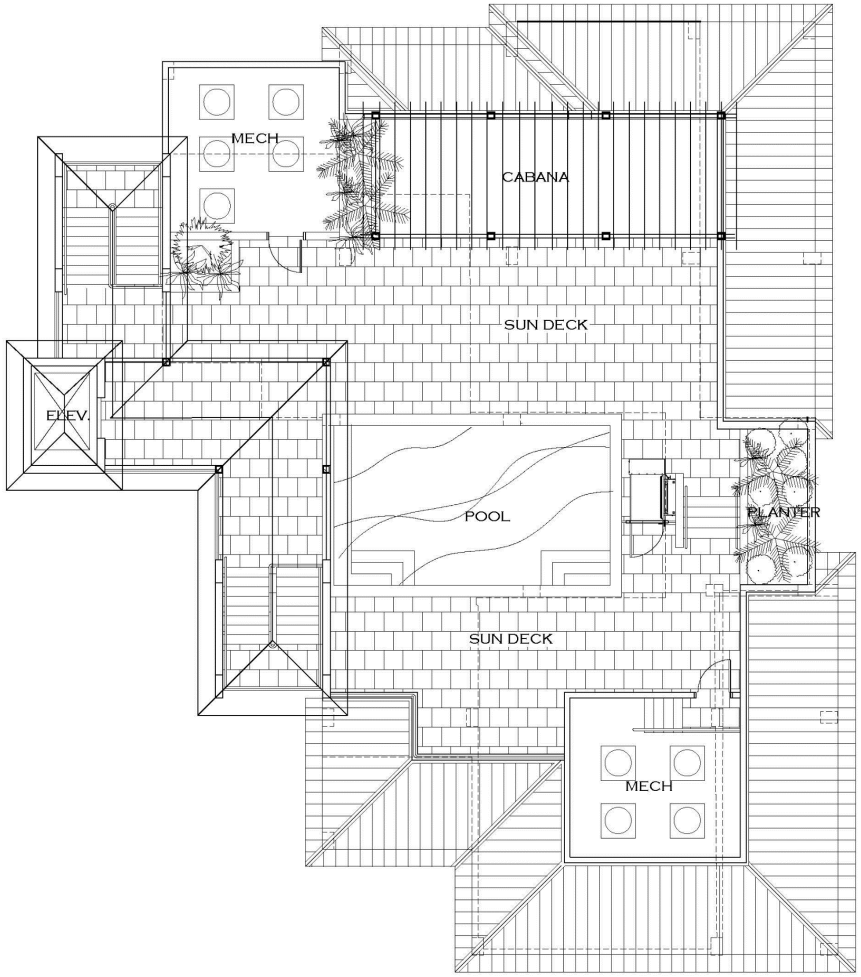
2. TYPICAL FLOOR PLAN

SCALE: 1/16" = 1'-0"



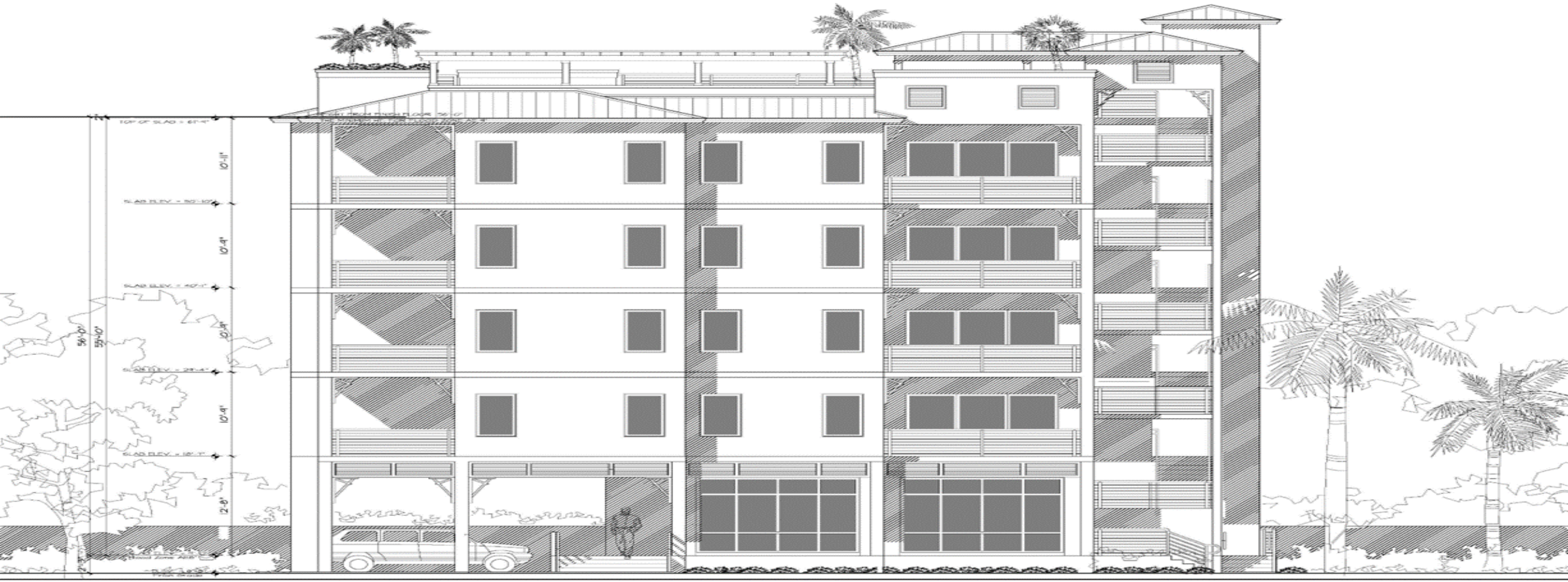
1. GROUND FLOOR PLAN

SCALE: 1/16" = 1'-0"



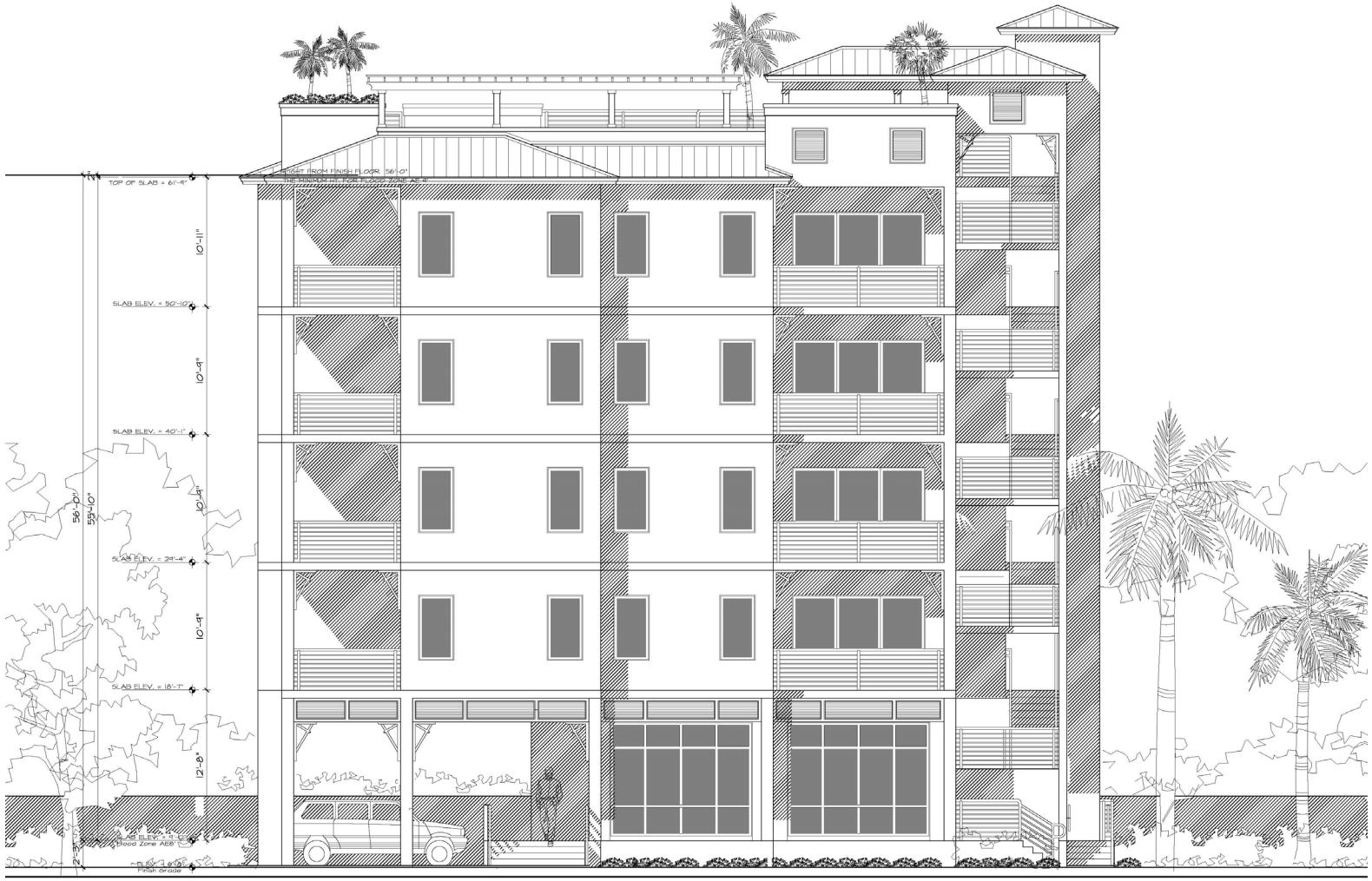
1. ROOFTOP FLOOR PLAN

SCALE: 1/16" = 1'-0"



FRONT ELEVATION

SCALE: 3/16" = 1'-0"



FRONT ELEVATION

SCALE: 3/16" = 1'-0"

Questions & Discussion

September 18, 2024

Collier County Growth Management
Attn: Client Services
Submitted via: Email

Re: Metro South (fka 3010 Tamiami Trail East) Mixed Use Project
Collier County Planning Commission

To Whom it May concern,

This Mixed Use Project Application aims to allow for the development of 8 residential units in addition ±1,345 sf of commercial "general office" space on 0.64 acres of land located at 3010 Tamiami Trail E. There is an existing commercial development on the site that will be retained. It is anticipated that the project will gain the zoning entitlements before the end of 2024. Immediately after zoning entitlements are in place the engineering will begin. Anticipated submittal for a Site Development Plan with Collier County is March 2025. Anticipated start date for construction is January 2026 and completion of construction is anticipated mid-2027.

Included for your review are the following:

- This Cover Letter
- Mixed Use Project (MUP) Application
- Pre-application meeting notes
- Conceptual Site Plan (24"x36" – to scale)
- Conceptual Site Plan (8.5"x11")
- Addressing Checklist
- Owner/ Agent Affidavit of Authorization
- Property Ownership Disclosure Form
- Warranty Deed
- School Impact Analysis Form
- Project Narrative
- Traffic Impact Statement
- BGTCRA Agenda Packet
- Bayshore CRA Presentation

Should you have any questions or require additional information please contact me directly at 239.434.6060 or via email: Brandon@DavidsonEngineering.com

Sincerely,

Brandon T. Copper
Project Manager

MIXED USE PROJECT PLAN (MUP) SUBMITTAL REQUIREMENTS

Land Development Code Section 2.03.07 I & N and 10.02.15

Chapter 3.E of the Administrative Code

Owners of property in the Bayshore Zoning Overlay District (BZO) Neighborhood Commercial (NC) and Waterfront (W), along with the Gateway Triangle Zoning Overlay (GTZO-MXD) may petition the Board of Zoning Appeals for mixed use project approval. The application for MUP approval shall acknowledge that the owner shall not seek or request, and the County shall not thereafter grant or approve, any additional uses beyond those allowed in the C-1 through C-3 zoning districts.

SUBMITTAL REQUIREMENTS

GENERAL APPLICATION
To be completed in full, and to include the required pre-application meeting notes.

COVER LETTER
A Project Narrative shall be provided that describes the character and intended use of the proposed project. Letter must include a general estimate of project timeline and estimated completion date.

ADDRESSING CHECKLIST FORM

OWNER/AGENT AFFIDAVIT
Affidavit signed by owner authorizing agent to act as representative. Must be signed and notarized.

WARRANTY DEED
A copy of the last recorded deed, contract for sale or agreement for sale, or a notarized statement of ownership clearly demonstrating ownership and control of the subject lot or parcel of land.

SCHOOL CONCURRENCY - If the proposed project includes a residential component, you are required to contact the School District of Collier County at 239-377-0267 to discuss school concurrency requirements.

FEES

Application: $2500

- Legal Advertising
  - CCPC $1,125
  - BCC $500
  - **Advertising Fees – In accordance with the current adopted Fee Resolution, the applicant shall pay any legal advertising fees required during any CDES activity and will be charged at actual costs.*
- School Concurrency Fees – [reserved] School Concurrency Review Fee, if required.
- *Mitigation Fees, if applicable, to be determined by the School District in coordination with the County
- Fire Planning Review Fees: $200.00

REQUIRED PLAN SETS

Seven (7) sets of conceptual site plans prepared on a maximum size sheet measuring 24 X 36 inches, drawn to scale, containing the following information.

1. The project title, property owner, address, and telephone number.
2. Legal description, scale, and north arrow.
3. Zoning designation of the subject site and adjacent sites, and the proposed use of the subject site.
4. Location, configuration, and dimensions, including height, of all buildings; and the location, configuration and dimensions of landscape buffers.
5. General location and configuration of parking and loading areas, and the directional movement of internal vehicle traffic.
6. Location of proposed access point(s) to the site and internal site circulation.
7. All required and provided setbacks and separations between structures in matrix form.
8. Any additional relevant information as may be required by the County Manager or his designee.
9. Proposed density and unit types including any requests for density bonuses; proposed square footage of commercial uses, in matrix form.
10. The following statement: "This project will comply with all LDC requirements at time of submittal".

One (1) 8 ½ X 11 copy of conceptual site plans.

PUBLIC HEARING REQUIREMENTS

There shall be a public hearing before the Collier County Planning Commission (CCPC) and the Board of Zoning Appeals (BZA) legally noticed and advertised pursuant to LDC section 10.03.06 N. If approved by the Board of Zoning Appeals (BZA), such approval shall be resolution.

- The BZA and CCPC shall each hold one advertised public hearing.
- The public hearing shall be held at least 15 days after the day that an advertisement is published in the newspaper.
- At least one Neighborhood Information Meeting (NIM) shall be conducted by the applicant before the public hearing by the Collier County Planning Commission
- Written notice of the NIM meeting shall be sent by the applicant to all property owners who are required to receive legal notification from the County pursuant to section 10.03.05
- The applicant shall display an advertisement, one-fourth page, in type no smaller than 12 point; which shall not be placed in the portion of the newspaper where legal notices and classified advertisements appear. The ad shall be published no later than 7 days prior to the date of the neighborhood information meeting.
- The applicant shall post an outdoor sign on the subject property at least fifteen (15) days prior to the date of the public hearing before the BCC pursuant to section 10.03.05 D

CRITERIA FOR MIXED USE PROJECT APPROVAL

The following criteria must be met in order to gain approval for mixed use projects developed in accordance with provisions of mixed use overlay.

1. No less than 60 percent of all commercial uses within a mixed use project shall provide retail, office and personal service uses to serve the needs of the subject project and surrounding residential neighborhoods.

2. No more than 25 percent of the residential units within a mixed use project shall be on gated roadways. Residential uses shall be constructed concurrent with, or prior, to the construction of commercial uses so as to insure actual development of a mixed use project.

3. Mixed use projects shall connect to local streets, adjoining neighborhoods, and adjacent developments, regardless of land use types. A grid pattern is usually the basis for the transportation network. Whatever the pattern of the vehicular network, internal interconnections between uses shall be provided for pedestrian, bicycle, and other modes of alternate transportation.

4. The commercial component of a mixed use project may be located internal to the project or along the boundary. If externally located, internal access roads and service access shall be provided so as not to promote strip commercial development along external collector and arterial roadways.

5. Parking lots shall be dispersed throughout the project. No one parking lot shall provide more than 40 percent of the required off-street parking. Parking garages shall have no restrictions on percentage of required parking that may be accommodated; however, commercial uses only shall be permitted on the ground floor. This requirement shall not apply to individual parcels less than five (5) acres in size.

6. At least 30 percent of the gross area of mixed use projects shall be devoted to usable open space, as defined in LDC section 4.02.01 B. This requirement shall not apply to individual parcels less than five (5) acres in size.

MIXED USE PROJECT - TIME LIMITATIONS

MUP approval shall expire and any residential density bonus units shall be null and void and returned to the bonus density pool if any of the following occur:

1. MUP approval shall expire if SDP not submitted within six (6) months of MUP approval by the BZA.

2. The SDP is not deemed sufficient for review within 30 days of submittal.

3. The SDP under review is deemed withdrawn, cancelled, or considered no longer valid, pursuant to section 10.02.03 H

BONUS DENSITY POOL ALLOCATION

To qualify for up to 12 dwelling units per acre, projects shall comply with the following criteria. (The density of up to 12 dwelling units per acre is only applicable until the bonus density pool has been depleted).

- The project, if located in the Bayshore Zoning Overlay District (BZO), shall be within either the Neighborhood Commercial (NC) or Waterfront (W) Subdistricts and shall be a mix of commercial and residential uses.
- The project, if located in the Gateway Triangle Zoning Overlay Mixed Use District (GTZO-MXD), shall be a mix of commercial and residential uses.
- Base density shall be as per the underlying zoning district.
- For proposed projects outside the Coastal High Hazard Area (CHHA) are in addition to the eligible density bonus.
- For proposed projects within the CHHA, only the Affordable Housing Density Bonus is allowed in addition to the eligible bonus density units.
- For projects located in the Gateway Triangle Zoning Overlay Mixed Use District (GTZO-MXD) the properties must be lying south of Davis Boulevard and west of Airport-Pulling Road.
- The project shall comply with the standards for mixed use development set forth in the Gateway Triangle Zoning Overlay Mixed Use Overlay District (GTZO-MXD) or the Bayshore Zoning Overlay District (BZO).
- For projects that do not comply with the requirements for this density increase, their density is limited to that allowed by the Density Rating System and application FLUE Policies.

Land Development Code Section 2.03.07 I & N and 10.02.15, and Chapter 3.E of the Administrative Code: Once a property owner, through an MUP approval, elects to develop or redevelop a mixed use project under the Bayshore Zoning Overlay Neighborhood Commercial (BZO-NC) or Waterfront (BMUD-W) Subdistricts; or the Gateway Triangle Zoning Overlay Mixed Use Subdistrict (GTZO-MXD), then the property shall be developed in compliance with all provisions of the overlay and cannot revert back to the underlying zoning district.

MIXED USE PROJECT PLAN (MUP) Application

PETITION NO: _____

PROJECT NAME: _____

DATE PROCESSED: _____

APPLICANT CONTACT INFORMATION

Name of Property Owner(s): D&D RETIREMENT TRUST LLC

Name of Applicant if different than owner: _____

Address: 1100 Rainbow Drive **City:** Naples **State:** FL **ZIP:** 34104

Telephone: _____ **Cell:** _____

E-Mail Address: landmarkconstruction3@gmail.com

Name of Agent: Brandon T. Copper, EI - Project Manager

Firm: Davidson Engineering Inc.

Address: 4365 Radio Road, Suite 201 **City:** Naples **State:** FL **ZIP:** 34104

Telephone: 239-434-6060 **Cell:** _____

E-Mail Address: Brandon@DavidsonEngineering.com

If Property is under contract to be sold:

Name of Property Buyer(s): N/A

Name of Applicant if different than buyer: _____

Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Telephone: _____ **Cell:** _____

E-Mail Address: _____

Name of Agent: _____

Firm: _____

Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Telephone: _____ **Cell:** _____

E-Mail Address: _____

PROPERTY INFORMATION

PROJECT NAME: Metro South

If this project is located in a PUD or it has a Conditional Use or a Variance approved, please indicate the PUDnameand/or CU or Variance Application Request #_____Resolution #: _____

SECTION/TOWNSHIP/RANGE: 11 / 50 / 25 **PROPERTY I.D.#:** 61841800000

SUBDIVISION NAME: 504400 - N G & T C L F UNIT 2 **UNIT:** _____ **BLOCK:** _____ **LOT:** _____

LOCATION OF SUBJECT PROPERTY (proximity to closest major intersection or road): SE of Tamiami Trail E and Bayshore Drive

Current Zoning Designation: C-3 GTZO-MXD & MH-BZO-R1 **Type of Development Proposed:** Mixed Use

Total Area of Project: 0.64 AC **# Units:** 8 **Density:** 12 U/A **Non- Residential Sq Ft:** 3,860

ADJACENT ZONING AND LAND USE

	Zoning	Land Use
N	ROW	Tamiami Trail
S	MH	Mobile Home
E	MH	Mobile Home
W	C-4	Commercial

THIS COMPLETED CHECKLIST IS TO BE SUBMITTED WITH APPLICATION PACKET IN THE EXACT ORDER LISTED BELOW W/COVER SHEETS ATTACHED TO EACH SECTION. **NOTE: INCOMPLETE SUMBITTALS WILL NOT BE ACCEPTED OR PROCESSED.*

REQUIREMENTS	Submitted
Cover letter briefly explaining project	✔
Completed Application	✔
Pre-Application meeting notes	✔
Conceptual site plan 24" x 36" drawn to scale	✔
Conceptual site plan 8 ½" x 11"	✔
Addressing Checklist	✔
Owner/Agent Affidavit	✔
Property Owner Disclosure form	✔
Warranty Deeds	✔
Electronic version of all plans and documents	✔
School Impact Analysis Application - residential projects only (download the School Impact Analysis Application from website)	☑

ASSOCIATIONS

Required: List all registered Home Owner / Civic Association(s) that could be affected by this petition and located within 1,000 feet of the subject property. Provide additional sheets if necessary. Information can be found on the **Civic Associations and Communities page** on the Board of County Commissioner's website. Please use the current mailing addresses for each association as registered by the Florida Department of State, Division of Corporations.

Name of Homeowner / Civic Association: Bayshore CRA
Mailing Address: 3299 Tamiami Trail E Suite 103 **City:** Naples **State:** FL **ZIP:** 34112

Name of Homeowner / Civic Association: _____
Mailing Address: _____ **City:** _____ **State:** ____ **ZIP:** _____

Name of Homeowner / Civic Association: _____
Mailing Address: _____ **City:** _____ **State:** ____ **ZIP:** _____

Name of Homeowner / Civic Association: _____
Mailing Address: _____ **City:** _____ **State:** ____ **ZIP:** _____

Name of Homeowner / Civic Association: _____
Mailing Address: _____ **City:** _____ **State:** ____ **ZIP:** _____

All fees are collected at the time of application. Property Notification Letters, if required by The Land Development Code, will be invoiced after the petition is heard by the Board of County Commissioners.

*As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition. *Additional fee for the 5th and subsequent re-submittal will be accessed at 20% of the original fee.*

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Signature of Petitioner or Agent

Brandon T. Copper
Printed named of signing party

09/18/2024
Date

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Notes

Petition Type: Mixed Use Project Plan (MUP)
Date and Time: Tuesday 11/22/22 at 1:30 PM

Assigned Planner: Eric Ortman

Engineering Manager (for PPL's and FP's): _____

Project Information

Project Name: 3010 Tamiami Trl E (MUP)

PL #: 20220006931

Property ID #: 6184180000 **Current Zoning:** C-3-GTZO-MXD

Project Address: 3010 Tamiami Trl E. **City:** Naples **State:** FL **Zip:** 34112

Applicant: Jessica Kluttz - Davidson Engineering

Agent Name: Jessica Kluttz **Phone:** 239-434-6060

Agent/Firm Address: 4365 Radio Rd.Unit201 **City:** Naples **State:** FL **Zip:** 34104

Property Owner: D&D Retirement Trust LLC

Please provide the following, if applicable:

i. **Total Acreage:** 0.6

ii. **Proposed # of Residential Units:** _____

iii. **Proposed Commercial Square Footage:** _____

iv. **For Amendments, indicate the original petition number:** _____

v. **If there is an Ordinance or Resolution associated with this project, please indicate the type and number:** _____

vi. **If the project is within a Plat, provide the name and AR#/PL#:** _____

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

As of 10/16/2017 all Zoning applications have revised applications, and your associated Application is included in your notes; additionally a *new Property Ownership Disclosure Form is required for all applications. A copy of this new form is included in your pre-app

Note – link is https://www.colliercountyfl.gov/Home/ShowDocument?id=75093

ZONING - ERIC ORTMAN - SEE ATTACHED NOTES - PAGE 2.A.

COMP PLANNING - KATHY EASTLEY - SEE ATTACHED NOTES AND ORDINANCE ON PAGES 2.B.1. - 2.B.10.
252-2834

If Site is within the City of Naples Water Service Area please send to Naples Utilities and Planning Departments. Then, if the petition is submitted, we are to send it (by email) to the four persons below in their Utilities and Planning Depts. - along with a request that they send us a letter or email of "no objection" to the petition. Bob Middleton RMiddleton@naplesgov.com Allyson Holland AMHolland@naplesgov.com Robin Singer RSinger@naplesgov.com Erica Martin emartin@naplesgov.com

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

Pre-App Notes MUP-PL20220006931 – 3010 Tamiami Trail East

The ±0.6-acre parcel has base zoning of C-3, GTZO-MXD overlay and is in an Activity Center. Previous use was a Pizza Hut and associated parking lot. The building is being remodeled into office space. Applicant also wants to construct 8 live-work units with the working part downstairs and living part on the second floor.

Density must be taken from the Bayshore Density Bonus Pool. Based on parcel's location, the allowable residential density is 12 DU/ac which equates to 7.2 units. Fractional acreage may be rounded up when it reaches 0.5. To get to 8 DU/ac would require either a GMPA or an Affordable Housing Density Bonus.

The CRA would like the applicant to present the plan at a CRA meeting.

Collier County Growth Management Department

Eric Ortman, Principal Planner, Zoning Division

2800 North Horseshoe Drive

Naples, FL 34104

Direct line: (239) 252-1032

Eric.Ortman@colliercountyfl.gov

Page 2.A.

ThomasClarkeVEN

From: EastleyKatherine
Sent: Tuesday, November 22, 2022 4:05 PM
To: ThomasClarkeVEN
Cc: HansenRachel; SaboJames
Subject: Pre-app notes 3010 Tamiami Trail E PL20220006931
Attachments: Ordinance 2022-06.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Tom,
Comprehensive Planning comments below:

- The subject property is in the Bayshore/Gateway Triangle Redevelopment Overlay, Mixed-Use Development (GTZO-MXD), on the Future Land Use Map.
- Mixed Use Development allows a mix of residential and commercial uses.
- Mixed Use Development is encouraged to be pedestrian oriented.
- A density bonus pool is available for mixed use projects which are eligible for a maximum density bonus of 12 dwelling units per acre.
- The 8 dwelling units proposed for the live/work units are consistent with the allowable maximum based upon the property size.
- The use of the density bonus pool requires compliance with the Bayshore Overlay Zoning District standards listed in subsection 15 of Ordinance 2022-06, attached. The website has not yet been updated with the changes in this ordinance.

Thank you,

Kathy Eastley, AICP
Planner II
Comprehensive Planning

Collier County

Zoning Division
Katherine.eastley@colliercountyfl.gov
2800 North Horseshoe Drive, Naples, FL 34101
Direct Phone: 239.252.2834

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Page 2B.1.

ORDINANCE NO. 2022- 06

AN ORDINANCE AMENDING ORDINANCE 89-05, AS AMENDED, THE COLLIER COUNTY GROWTH MANAGEMENT PLAN OF THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, RELATING TO THE DENSITY BONUS POOL WITHIN THE BAYSHORE/GATEWAY TRIANGLE REDEVELOPMENT OVERLAY AND SPECIFICALLY AMENDING THE BAYSHORE/GATEWAY TRIANGLE REDEVELOPMENT OVERLAY OF THE FUTURE LAND USE ELEMENT, TO CHANGE REQUIREMENTS FOR THE USE OF THE DENSITY BONUS POOL; DIRECTING TRANSMITTAL OF THE ADOPTED AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. [PL20210000603]

WHEREAS, Collier County, pursuant to Section 163.3161, et. seq., Florida Statutes, the Community Planning Act, formerly the Florida Local Government Comprehensive Planning and Land Development Regulation Act, was required to prepare and adopt a comprehensive plan; and

WHEREAS, the Collier County Board of County Commissioners adopted the Collier County Growth Management Plan on January 10, 1989; and

WHEREAS, the Community Planning Act of 2011 provides authority for local governments to amend their respective comprehensive plans and outlines certain procedures to amend adopted comprehensive plans; and

WHEREAS, staff has prepared an amendment to the Bayshore/Gateway Triangle Development Overlay of the Future Land Use Element of the Growth Management Plan; and

WHEREAS, Collier County transmitted the Growth Management Plan amendment to the Department of Economic Opportunity for preliminary review on July 21, 2021, after public hearings before the Collier County Planning Commission and the Board of County Commissioners; and

WHEREAS, the Department of Economic Opportunity reviewed the amendment to the Growth Management Plan and transmitted its comments in writing to Collier County within the time provided by law; and

WHEREAS, Collier County has 180 days from receipt of the Comments Report from the Department of Economic Opportunity to adopt, adopt with changes or not adopt the proposed amendment to the Growth Management Plan; and

WHEREAS, Collier County has gathered and considered additional information, data and analysis supporting adoption of this amendment, including the following: the Collier County Staff Report, the documents entitled Collier County Growth Management Plan Amendment and other documents, testimony and information presented and made a part of the record at the public hearings of the Collier County Planning Commission held on November 18, 2021, and the Collier County Board of County Commissioners held on February 22, 2022; and

WHEREAS, all applicable substantive and procedural requirements of the law have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA that:

SECTION ONE: ADOPTION OF AMENDMENT TO THE BAYSHORE/GATEWAY TRIANGLE DEVELOPMENT OVERLAY OF THE FUTURE LAND USE ELEMENT OF THE GROWTH MANAGEMENT PLAN

The amendment to the Bayshore/Gateway Triangle Development Overlay of the Future Land Use Element, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted in accordance with Section 163.3184, Florida Statutes, and shall be transmitted to the Florida Department of Economic Opportunity.

SECTION TWO: SEVERABILITY.

If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION THREE: EFFECTIVE DATE.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before it has become effective.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida this 22nd day of February, 2022.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

_____ HIFAC 1-10-22
Heidi Ashton-Cicko
Managing Assistant County Attorney

Attachment: Exhibit A – Bayshore/Gateway Triangle Development Overlay Future Land Use Element

This ordinance filed with the Secretary of State's Office the 24th day of February 2022 and acknowledgement of that filing received this 24th day of February 2022
By _____ Deputy Clerk

EXHIBIT A
FUTURE LAND USE ELEMENT

II. IMPLEMENTION STRATEGY

*** *** *** *** text break*** *** *** ***

FUTURE LAND USE DESIGNATION DESCRIPTION SECTION

*** *** *** *** text break*** *** *** ***

V. OVERLAYS AND SPECIAL FEATURES

*** *** *** *** text break*** *** *** ***

F. Bayshore/Gateway Triangle Redevelopment Overlay

The Bayshore/Gateway Triangle Redevelopment (BGTR) Overlay, depicted on the Future Land Use Map, is within the boundaries of the Bayshore/Gateway Triangle Community Redevelopment Plan adopted by the Board of County Commissioners on June 13, 2000, as updated by Board Resolution 2019-75. The intent of the redevelopment program is to encourage the revitalization of the Bayshore/ Gateway Triangle Community Redevelopment Area (BGTCRA) by providing incentives that will encourage the private sector to invest in this urban area. This Overlay allows for additional neighborhood commercial uses and increased intensity and higher residential densities that will promote the assembly of property, or joint ventures between property owners, while providing interconnections between properties and neighborhoods. The intent of this BGTR Overlay is to allow for more intense development in an urban area where urban services are available. Two zoning overlays have been adopted into the Collier County Land Development Code to aid in the implementation of this Overlay. Within the BGTR Overlay a density bonus pool has been established to incentivize investment within the BGTCRA. The density bonus pool units available to a project are to incentivize redevelopment and to promote investment in the public realm. After the [effective date of Ordinance], all projects utilizing the density pool are subject to the access and public realm requirements. The following provisions and restrictions apply to this Overlay:

1. Mixed-Use Development: A mix of residential and commercial uses is permitted. For such development, commercial uses are limited to C-1 through C-3 zoning district uses, except as otherwise provided for in the Mini Triangle Subdistrict; hotel/motel use; theatrical producers (except motion picture), bands, orchestras, and entertainers; and, uses as may be allowed by applicable FLUE Policies. Mixed-use projects will be pedestrian oriented and are encouraged to provide access (vehicular, pedestrian, bicycle) to nearby residential areas. The intent is to encourage pedestrian use of the commercial area and to provide opportunity for nearby residents to access these commercial uses without traveling onto major roadways. Parking facilities are encouraged to be located in the rear of the buildings or in parking structures that may be below, at, or above grade, with the buildings oriented closer to the major roadway to promote traditional urban development.
2. Residential uses are allowed within this Overlay. Permitted density shall be as determined through application of the Density Rating System, and applicable FLUE Policies, except as provided below, or as may be limited by a zoning overlay, or as

Text underlined is added; text ~~strike through~~ is deleted.
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otherwise provided within the Mini Triangle Subdistrict.

3. Non-residential/non-commercial uses allowed within this Overlay include essential services; parks, recreation and open space uses; water-dependent and water-related uses; child care centers; community facility uses; safety service facilities; and utility and communication facilities.

4. Density Bonus Pool for mixed use development. Properties with access to US 41 East and/or Bayshore Drive and/or Davis Boulevard (SR 84) and/or the west side of Airport-Pulling Road may be allowed a maximum density of twelve (12) residential units per acre via use of the density bonus pool ~~identified~~ described further in paragraph ~~11~~12 below, except that no project may utilize more than ~~97 units –~~ 25% of the total density pool units available, or 10 units, whichever is greater. ~~The 97 unit cap will terminate when the BCC adopts, by LDC amendment, limitations and a cap on the use of the 388 density pool units for any one project.~~ In order to be eligible for this higher density, the project must be integrated into a mixed-use development with access to existing neighborhoods and adjoining commercial properties and comply with the standards identified in paragraph no. ~~8~~9 and no. 15, below, except for mixed use ~~projects developed~~ developments within the "mini triangle" catalyst project site as identified on the Bayshore/Gateway Triangle Redevelopment Overlay Map. The "mini triangle" catalyst project site is eligible for the maximum density of 12 units per acre, with development standards as contained in the Gateway Triangle ~~Mixed Use~~ Overlay Zoning District ~~zoning overlay~~, adopted February 28,2006 (Ordinance No. 06-08), and amended December 14, 2006 (Ordinance No. 06-63), and subsequently amended. For projects that do not comply with the ~~requirements for this density increase~~ the criteria established herein for density bonus pool eligibility, ~~their~~ density is limited to that allowed by the Density Rating System and applicable FLUE Policies, except as may be limited by ~~a future~~ the applicable zoning overlay. Properties located within the Mini Triangle Subdistrict are exempt from this paragraph.

5. Density bonus pool for residential-only projects on Bayshore Drive. Properties having frontage on ~~one or more of~~ Bayshore Drive~~, Davis Boulevard, Airport-Pulling Road (west side only) or US 41 East,~~ may be allowed to ~~re~~develop as a residential-only project at a maximum density of eight (8) residential units per acre via use of the density bonus ~~pool identified in paragraph 11~~ pool identified in paragraph 12, except that no project may utilize more than ~~97 units –~~ 25% of the ~~388~~ total density bonus pool units available or 10 units, whichever is greater. ~~The 97 unit cap will terminate when the BCC adopts, by LDC amendment, limitations and a cap on the use of the 388 density pool units for any one project.~~

   In order to be eligible for ~~this higher density the redevelopment~~ the density bonus pool units, the residential-only project along Bayshore Drive must comply with the following:

   a. Project shall be in the form of a PUD.

   b. Project site shall be a minimum of three acres.

   c. ~~Project shall constitute redevelopment of the site.~~

   ~~d.~~c. All residential units shall be market rate units.

   d. Project must comply with eligibility criteria in paragraph no.15 below.

   For projects that do not comply with the ~~requirements for this density increase~~ criteria established herein for density bonus pool eligibility, ~~their~~ density is limited to that allowed by the Density Rating System and applicable FLUE Policies and that of the

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applicable zoning overlay. Properties located within the Mini Triangle Subdistrict are exempt from this paragraph.

6. Density Bonus Pool for Multi-Family or Mixed Use developments up to 2 contiguous acres in size. Up to 2 additional dwelling units per acre, are allowed to be allocated to multi-family or mixed use developments through a limited density bonus pool allocation from the density bonus pool identified in paragraph 12, subject to eligibility criteria listed in a-e below.

   a. The development shall be within a zoning district or overlay zoning district that permits multi-family development or mixed use development.

   b. The property is limited to a maximum of 2 acres. An allocation request shall not be granted for property that is subdivided after the [effective date of Ordinance],

   c. The maximum number of additional units is limited to four (4) additional units, and shall not exceed a density increase of 2 additional dwelling units per acre.

   d. The development must satisfy the development standards of the Bayshore Mixed Use Overlay Zoning District or the Gateway Triangle Mixed Use Overlay Zoning District and applicable standards of the Limited Density Bonus Pool Allocation in the Land Development Code.

   e. Development must comply with eligibility criteria in paragraph no.15 below.

~~6~~7. For parcels currently within the boundaries of Mixed Use Activity Center #16, land uses will continue to be governed by the Mixed Use Activity Center Subdistrict, except residential density may also be increased through the density bonus pool as provided for in paragraphs 4 ~~and 5~~ through 6, above. The development standards of the Bayshore ~~Drive Mixed Use~~ Overlay Zoning District or Gateway Triangle ~~Mixed Use~~ Overlay Zoning District in the Collier County Land Development Code, whichever is applicable, shall apply to all new development within the Activity Center.

~~7~~8. ~~Existing~~ Underlying zoning districts for some properties within the ~~Bayshore/Gateway Triangle Redevelopment~~ BGTR Overlay allow uses, densities and development standards that are inconsistent with the uses, densities and development standards allowed within this Overlay. These properties are allowed to develop and redevelop in accordance with the uses within their ~~existing~~ underlying zoning ~~until such time as a zoning overlay is adopted which may limit such uses, densities and development standards.~~ except for prohibited uses established within section 4.02.16 of the LDC. For such prohibited uses existing as of [effective date of Ordinance], the use may continue to operate as identified within LDC section 9.03.00-Nonconformities.

~~8~~9. To qualify for twelve (12) dwelling units per acre, as provided for in paragraph no. 4 above (Density Bonus Pool for mixed use developments), or as otherwise permitted within the Mini Triangle Subdistrict, mixed use projects within the ~~Bayshore/Gateway Triangle Redevelopment~~ BGTR Overlay must comply with the design standards of the Bayshore ~~Drive Mixed Use~~ Overlay Zoning District or Gateway Triangle ~~Mixed Use~~ Overlay Zoning District in the Collier County Land Development Code, whichever is applicable, or in the case of the Mini Triangle Subdistrict, mixed use projects may utilize the design standards set forth in the Mini Triangle Subdistrict and its implementing MPUD zoning.

~~9~~10. For density bonuses provided for in paragraphs nos. 4 ~~and 5~~ through 6 above, base density shall be per the underlying zoning district. ~~The maximum density of twelve (12)~~

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~~or eight (8) units per acre shall be calculated based upon total project acreage.~~ The total project acreage may be counted for density purposes. The bonus density allocation is calculated by deducting the base density of the underlying zoning classification from the maximum density being sought. The difference in units per acre determines the bonus density allocation requested for the project.

~~10~~11. Only the affordable-workforce housing density bonus, as provided in the Density Rating System, and the density provided for within the Mini Triangle Subdistrict are allowed in addition to the eligible density provided herein. For all properties, the maximum density allowed is that specified under Density Conditions in the Density Rating System, except as provided for within the Mini Triangle Subdistrict.

12. Density Bonus Pool. ~~A maximum of~~ 388 dwelling units ~~are permitted~~ were originally allocated to ~~be utilized in~~ this BGTR Overlay for density bonuses, as provided in paragraphs nos. 4 through 6 ~~and 5~~ above and paragraph no.14 below. ~~This~~ The 388 dwelling unit density bonus pool ~~corresponds~~corresponded with the number of dwelling units previously entitled to the Botanical Gardens sites prior to their rezone in 2003 to establish the Naples Botanical Gardens PUD. Projects within the "mini triangle" are not required to utilize this density bonus pool.

The Density Bonus Pool will be updated and tracked by the County Manager or designee. The Density Bonus Pool can be increased by Resolution of the Board of County Commissioners through allocation of residential units that are not developed. The residential units not developed will be permanently dedicated to the Density Bonus Pool via a legally recorded instrument that restricts the property from developing the dedicated units in the following circumstances:

a. A property with a residential density entitlement transitions to a governmental, civic or institutional use, similar to the transition of the Botanical Gardens site to the Naples Botanical Gardens PUD, or
b. A property with a residential density entitlement transitions to a commercial use, or
c. A residential development is developed with fewer units than otherwise would be allowed per the eligible density of the underlying zoning district.

~~12~~ 13. The Botanical Garden, Inc. properties located in Section 23, Township 50 South, Range 25 East, and shown on the Bayshore/Gateway Triangle Redevelopment Overlay Map, shall be limited to non-residential uses except for caretaker, dormitory, and other housing integrally related to the Botanical Garden or other institutional and/or recreational open space uses.

~~13~~14. The 9.93± acre Camden Landing Residential Planned Unit Development (RPUD) property located on the northeast corner of Bayshore Drive and Thomasson Road in Section 14, Township 50 South, Range 25 East, and shown on the Bayshore/Gateway Triangle Redevelopment Overlay Map, shall be allowed up to 127 market rate multifamily dwelling units, limited to townhouse and condominiums. No rental apartments shall be permitted. The maximum density allowed shall be 12.8 dwelling units per acre for a maximum of 127 dwelling units (achieved through the utilization of 97 dwelling units from the existing density bonus pool established within the Bayshore/Gateway Triangle Redevelopment Overlay and 30 base dwelling units for which the site qualifies). A maximum of ninety-seven (97) density bonus pool units, as provided by the Bayshore/Gateway Triangle Redevelopment Overlay (B/GTRO) in the Future Land Use

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Element of the GMP, are available for this RPUD for a period of seven (7) years from the date of approval of this PUDA. If, after seven (7) years, any of the bonus units have not been utilized, the bonus units shall expire and not be available unless authorized by the Board of Zoning Appeals.

15. For eligibility to utilize the density bonus pool, the project's vehicular access shall not be gated, and the project shall provide public realm improvements. Public realm improvements are outlined within Objective 1, 2 and 3 of Element 5.3.2 and Objective 3 of Element 5.3.5 of the Bayshore Gateway Triangle Community Redevelopment Plan (adopted by Board Resolution 2019-75); the adopted Bayshore Gateway Triangle Community Redevelopment Area Public Arts Plan; and County approved Stormwater Master Plans or County approved Capital Plans for projects within the BGTCRA. The qualifying public realm improvements are specified in section 4.02.16.C.11 of the Land Development Code.

16. Expiration. If units are allocated from the density bonus pool and then not developed, these unused units shall revert back to the density pool in compliance with 4.02.16 of the Land Development Code.

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FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

February 24, 2022

Ms. Ann Jennejohn, BMR Senior Clerk Deputy II
Office of the Clerk of the Circuit Court
& Comptroller of Collier County
3329 Tamiami Trail E, Suite #401
Naples, Florida 34112

Dear Ms. Jennejohn:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Collier County Ordinance No. 2022-06, which was filed in this office on February 24, 2022.

Sincerely,

Anya Owens
Program Administrator

AO/lb

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

TRANSPORTATION - MIKE SAWYER - SEE EMAIL NOTES - PAGE 3.A.

LANDSCAPE REVIEW - MARK TEMPLETON - SEE CONTACT INFO ON PAGE 5 - CALL WITH QUESTIONS

PUBLIC UTILITIES - PLEASE CONTACT ANTHONY STULTZ - SEE PAGE 4 ATTACHED

STORMWATER - RICK ORTH - PLEASE CONTACT WITH QUESTIONS SEE PAGE 5

IMPACT FEES - GINO SANTABARBARA - PLEASE CONTACT WITH QUESTIONS - (239) - 252 - 2925

ENVIRONMENTAL - CRAIG BROWN - NO ISSUES - CONTACT WITH QUESTIONS - PAGE 4

Other required documentation for submittal (not listed on application):

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

ThomasClarkeVEN

From: SawyerMichael
Sent: Tuesday, November 22, 2022 1:46 PM
To: ThomasClarkeVEN; OrtmanEric
Subject: MUP Pre App meeting for 3010 Tamiami Trail East

Follow Up Flag: Follow up
Flag Status: Flagged

Thomas,

Please check the TIS required box on the pre-app checklist as well as methodology on the next page with a note that methodology will be by email to staff.

Please also add the following notes:

Transportation Planning: A new TIS is required for the proposed MUP. Methodology meeting by email is required and provide a note on the TIS cover sheet that the fee will be collected at the time of MUP submittal. Please use the most current (2022) AUIR data. Address all transportation elements of the GMP. Provide trip limit based on TIS using standard language: *"The maximum total daily trip generation for the PUD shall not exceed ____ two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval."*

Respectfully,

Michael Sawyer
Project Manager II
Transportation Management Services Department
Transportation Planning
2685 South Horseshoe Drive, Suite 103
Naples, Florida 34104
239-252-2926
michael.sawyer@colliercountyfl.gov

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

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NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Sign-In Sheet

PL# 20220006931

Collier County Contact Information:

Name	Review Discipline	Phone	Email
☐ Maggie Acevedo	North Collier Fire	252-2309	macevedo@northcollierfire.com
☐ Steve Baluch	Transportation Planning	252-2361	stephen.baluch@colliercountyfl.gov
☐ Shar A.Beddow	MSM/Deputy Fire Marshal - Greater Naples Fire	241-1422	sbeddow@gnfire.org
☐ Ray Bellows	Zoning, Planning Manager	252-2463	raymond.bellows@colliercountyfl.gov
☐ Laurie Beard	PUD Monitoring	252-5782	laurie.beard@colliercountyfl.gov
☑ Craig Brown	Environmental Specialist	252-2548	craig.brown@colliercountyfl.gov
☐ Heidi Ashton Cicko	Managing Asst. County Attorney	252-8773	heidi.ashton@colliercountyfl.gov
☐ Thomas Clarke	Zoning Operations Analyst	252-2584	thomas.clarke@colliercountyfl.gov
☐ Jamie Cook	Development Review Director	252-6290	Jaime.cook@colliercountyfl.gov
☐ Gabriela Castro	Zoning Principal Planner	252-4211	gabriela.castro@colliercountyfl.gov
☐ Maggie DeMeo	North Collier Fire	252-2308	pdemeo@northcollierfire.com
☐ ~~Eric Fey, P.E.~~ ANTHONY STOLTZ	Utility Planning	252-~~1037~~ 5835	~~eric.fey~~ ANTHONY.STOLTZ@colliercountyfl.gov
☐ Tim Finn, AICP	Zoning Principal Planner	252-4312	timothy.finn@colliercountyfl.gov
☐ Sue Faulkner	GMP - Comprehensive Planning	252-5715	sue.faulkner@colliercountyfl.gov
☐ Michael Gibbons	Structural/Residential Plan Review	252-2426	michael.gibbons@colliercountyfl.gov
☐ Storm Gewirtz, P.E.	Engineering Stormwater	252-2434	storm.gewirtz@colliercountyfl.gov
☐ Cormac Giblin, AICP	Development Review-Planning Manager	252-5095	Cormac.giblin@colliercountyfl.gov
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☐ Anita Jenkins	Planning & Zoning Director	252-5095	Anita.jenkins@colliercountyfl.gov
☐ John Kelly	Zoning Senior Planner	252-5719	john.kelly@colliercountyfl.gov
☐ Parker Klopf	GMP – Comprehensive Planning	252-2471	Parker.klopf@colliercountyfl.gov
☐ Troy Komarowski	North Collier Fire	252-2521	tkomarowski@northcollierfire.com
☐ Sean Lintz	North Collier Fire	597-9227	slintz@northcollierfire.com
☐ Diane Lynch	Operations Analyst	252-8243	diane.lynch@colliercountyfl.gov
☐ Thomas Mastroberto	Greater Naples Fire	252-7348	thomas.mastroberto@colliercountyfl.gov
☐ Jack McKenna, P.E.	Engineering Services	252-2911	jack.mckenna@colliercountyfl.gov

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
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☐	Matt McLean, P.E.	Division Director - IF, CPP & PM	252-8279	matthew.mclean@colliercountyfl.gov
☐	Michele Mosca, AICP	Capital Project Planning	252-2466	michele.mosca@colliercountyfl.gov
☑	Richard Orth	Stormwater Planning	252-5092	richard.orth@colliercountyfl.gov
☑	Eric Ortman	Zoning Principal Planner	252-1032	Eric.Ortman@colliercountyfl.gov
☑	Derek Perry	Assistant County Attorney	252-8066	Derek.perry@colliercountyfl.gov
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☐	Todd Riggall	North Collier Fire	597-9227	triggall@northcollierfire.com
☐	Brett Rosenblum, P.E.	Development Review Principal Project Manager	252-2905	brett.rosenblum@colliercountyfl.gov
☐	James Sabo, AICP	GMP, Comp Planning Manager	252-2708	james.sabo@colliercountyfl.gov
☑	Michael Sawyer	Transportation Planning	252-2926	michael.sawyer@colliercountyfl.gov
☐	Corby Schmidt, AICP	Comprehensive Planning	252-2944	corby.schmidt@colliercountyfl.gov
☐	Linda Simmons	North Collier Fire	252-2311	Linda.Simmons@colliercountyfl.gov
☐	Peter Shawinsky	Architectural Review	252-8523	peter.shawinsky@colliercountyfl.gov
☑	Mark Templeton	Landscape Review	252-2475	mark.templeton@colliercountyfl.gov
☐	Connie Thomas	Client Services Supervisor	252-6369	Consuela.thomas@colliercountyfl.gov
☐	Jessica Velasco	Client Services	252-2584	jessica.velasco@colliercountyfl.gov
☐	Jon Walsh, P.E.	Building Review	252-2962	jonathan.walsh@colliercountyfl.gov
☐	Kirsten Wilkie	Environmental Review Manager	252-5518	kirsten.wilkie@colliercountyfl.gov
☐	Christine Willoughby	Development Review - Zoning	252-5748	christine.willoughby@colliercountyfl.gov
☐	Daniel Zunzunegui	North Collier Fire	252-2310	Daniel.Zunzunegui@colliercountyfl.gov

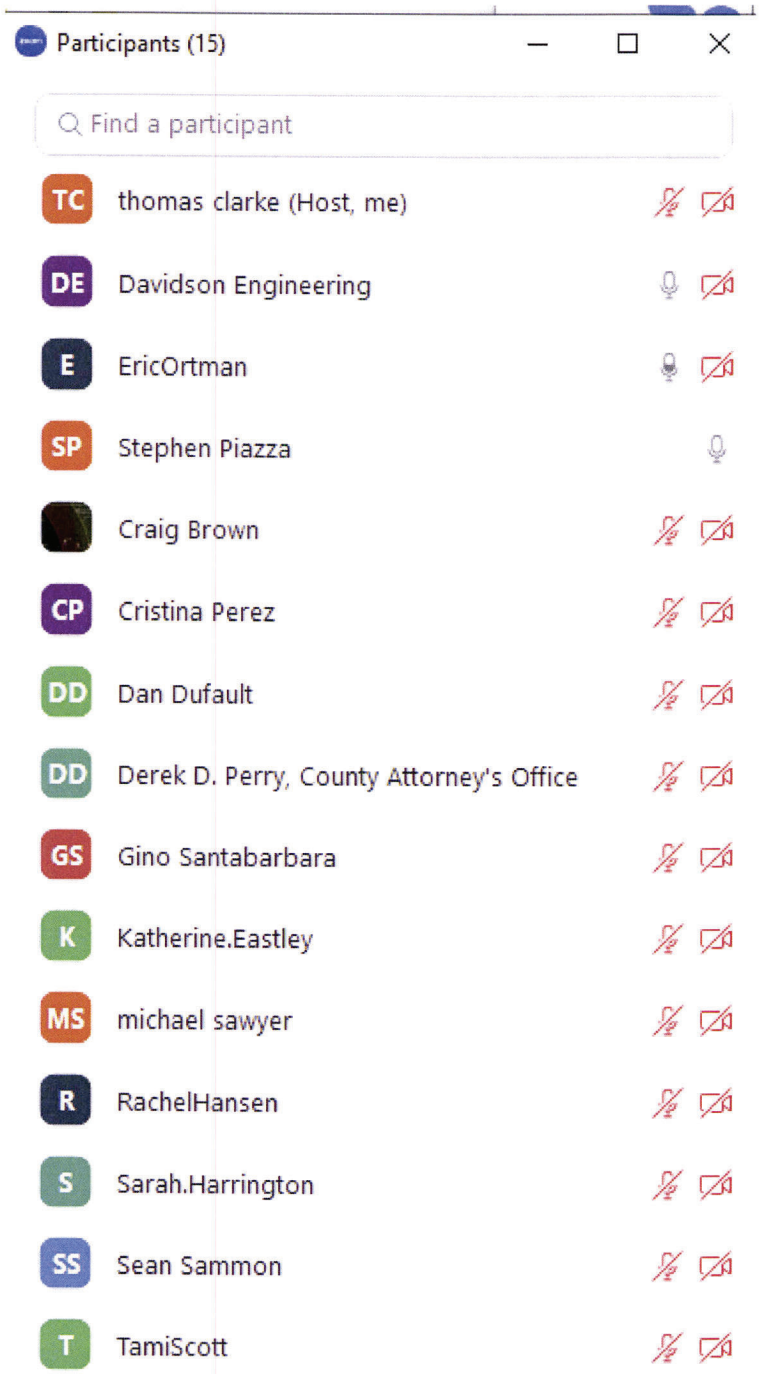
☑ KATHY EASTERLY COMP PLANNING

Additional Attendee Contact Information:

Name	Representing	Phone	Email
JESSICA KLUTTZ	DAVIDSON ENG.	239-434-6060	
SEE ATTACHED	ZOOM ATTENDANCE	SHEET.	

3010 Tamiami Trl E (MUP) – PL20220006931 Planner: Eric Ortman, Tuesday 11/22/22 at 1:30PM - ZOOM

Applicant Jessica Kluttz- Davidson Eng.



Christina Perez & Tami Scott – Bayshore CRA

Applicant/Agent may also send site plans or conceptual plans for review in advance if desired.

PL20220006931 3010 Tamiami Trl E. (MUP) **Planner: Eric Ortman**

Assigned Ops Staff: Thomas Clarke

STAFF FORM FOR SUPPLEMENTAL PRE-APPLICATION MEETING INFORMATION

- **Name and Number of who submitted pre-app request**

  Jessica Kluttz, Davidson Engineering
  239-434-6060
  Jessicak@davidsonengineering.com

- **Agent to list for PL#**

  Jessica Kluttz, Davidson Engineering

- **Owner of property (all owners for all parcels)**

  D&D Retirement Trust LLC

- **Confirm Purpose of Pre-App:** Mixed Use Project Plan (MUP)

  Application for a MUP to develop live/work units at 3010 Tamiami Trail E. while retaining the existing commercial office use.

- **Please list the density request of the project if applicable and number of homes/units/offices/docks (any that apply): N/A**

- **Details about Project:**

  See Above

REQUIRED Supplemental Information provided by:
Name:
Title:
Email:
Phone:

Cancellation/Reschedule Requests: Contact Danny Condomina-Client Services Supervisor
danny.condomina@colliercountyfl Phone: 239-252-6866

Created April 5, 2017 Location: K:\CDES Planning Services\Current\Zoning Staff Information

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DIVISION/
PLANNING AND REGULATION

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX (239) 252-6358
www.colliergov.net

NOTE - This Application will be UPDATED After 12/5/22 - See our Website.

MIXED USE PROJECT PLAN (MUP)

SUBMITTAL REQUIREMENTS

LDC SECTION 2.03.07 N.3 and 2.03.07 I.3

Owners of property in the Bayshore Mixed Use District (BMUD) Neighborhood Commercial (NC) and Waterfront (W), along with the Gateway Triangle Mixed Use Subdistrict (GTMUD-MXD) may petition the Board of County Commissioners for mixed use project approval. The application for MUP approval shall acknowledge that the owner shall not seek or request, and the County shall not thereafter grant or approve, any additional uses beyond those allowed in the C-1 through C-3 zoning districts.

SUBMITTAL REQUIREMENTS

GENERAL APPLICATION
To be completed in full, and to include the required pre-application meeting notes.

COVER LETTER
A Project Narrative shall be provided that describes the character and intended use of the proposed project. Letter must include a general estimate of project timeline and estimated completion date.

ADDRESSING CHECKLIST FORM
Must be completed and approved by the Addressing Department, 2800 North Horseshoe Drive, Naples, Florida 34104. Phone (239) 252-2482, FAX (239) 252-5724

OWNER/AGENT AFFIDAVIT
Affidavit signed by owner authorizing agent to act as representative. Must be signed and notarized.

WARRANTY DEED
A copy of the last recorded deed, contract for sale or agreement for sale, or a notarized statement of ownership clearly demonstrating ownership and control of the subject lot or parcel of land.

DIGITAL REQUIREMENTS
An electronic version of all plans and documents on CDROM shall be provided as part of the submittal package.

SCHOOL CONCURRENCY - If the proposed project includes a residential component, you are required to contact the School District of Collier County at 239-377-0267 to discuss school concurrency requirements.

FEES
Application: $2500
BCC Legal Advertising: $500

* Advertising Fees – In accordance with the current adopted Fee Resolution, the applicant shall pay any legal advertising fees required during any CDES activity and will be charged at actual costs.

TIS / Methodology - See Notes

School Concurrency Fees – [reserved] School Concurrency Review Fee, if required

* Mitigation Fees, if applicable, to be determined by the School District in coordination with the County

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REQUIRED PLAN SETS

~~Seven (7) sets~~ Electronic of conceptual site plans prepared on a maximum size sheet measuring ~~24 X 36~~ 8½ x 11 inches, drawn to scale, containing the following information.

1. The project title, property owner, address and telephone number.
2. Legal description, scale, and north arrow.
3. Zoning designation of the subject site and adjacent sites and the proposed use of the subject site.
4. Location, configuration and dimensions, including height, of all buildings; and the location, figuration and dimensions of landscape buffers.
5. General location and configuration of parking and loading areas, and the directional movement of internal vehicle traffic.
6. Location of proposed access point(s) to the site and internal site circulation.
7. All required and provided setbacks and separations between structures in matrix form.
8. Any additional relevant information as may be required by the County Manager or his designee.
9. Proposed density and unit types including any requests for density bonuses; proposed square footage of commercial uses, in matrix form.
10. The following statement: "This project will comply with all LDC requirements at time of submittal".

One (1) 8 ½ X 11 copy of conceptual site plans.

PUBLIC HEARING REQUIREMENTS

There shall be a public hearing before the Board of County Commissioners legally noticed and advertised pursuant to LDC section 10.03.05 G. If approved by the BCC, such approval shall be by resolution.

- The Board of County Commissioners shall hold one advertised public hearing.
- The public hearing shall be held at least 15 days after the day that an advertisement is published in the newspaper.
- At least one Neighborhood Informational Meeting (NIM) shall be conducted by the applicant before the public hearing by the Board of County Commissioners.
- Written notice of the NIM meeting shall be sent by the applicant to all property owners who are required to receive legal notification from the County pursuant to section 10.03.05 B.8 and 9.
- The applicant shall display an advertisement, one-fourth page, in type no smaller than 12 point; which shall not be placed in the portion of the newspaper where legal notices and classified advertisements appear. The ad shall be published no later than 7 days prior to the date of the neighborhood information meeting.
- The applicant shall post an outdoor sign on the subject property at least ten (10) days prior to the date of the public hearing before the BCC pursuant to section 10.03.05 B.3.d..

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CRITERIA FOR MIXED USE PROJECT APPROVAL

The following criteria must be met in order to gain approval for mixed use projects developed in accordance with provisions of mixed use overlay.

1. No less than 60 percent of all commercial uses within a mixed use project shall provide retail, office and personal service uses to serve the needs of the subject project and surrounding residential neighborhoods.

2. No more than 25 percent of the residential units within a mixed use project shall be on gated roadways. Residential uses shall be constructed concurrent with, or prior to the construction of commercial uses so as to insure actual development of a mixed use project.

3. Mixed use projects shall connect to local streets, adjoining neighborhoods and adjacent developments, regardless of land use types. A grid pattern is usually the basis for the transportation network. Whatever the pattern of the vehicular network, internal interconnections between uses shall be provided for pedestrian, bicycle and other modes of alternate transportation.

4. The commercial component of a mixed use project may be located internal to the project or along the boundary; if externally located, internal access roads and service access shall be provided so as not to promote strip commercial development along external collector and arterial roadways.

5. Parking lots shall be dispersed throughout the project. No one parking lot shall provide more than 40 percent of the required off-street parking. Parking garages shall have no restrictions on percentage of required parking that may be accommodated; however, commercial uses only shall be permitted on the ground floor. This requirement shall not apply to individual parcels less than 5 acres in size.

6. At least 30 percent of the gross area of mixed use projects shall be devoted to useable open space, as defined in LDC section 4.02.01 B. This requirement shall not apply to individual parcels less than 5 acres in size.

MIXED USE PROJECT - TIME LIMITATIONS

MUP approval shall expire and any residential density bonus units shall be null and void and returned to the bonus density pool if any of the following occur:

1. MUP approval shall expire if SDP not submitted within six (6) months of MUP approval by the BCC.

2. The SDP is not deemed sufficient for review within 30 days of submittal.

3. The SDP under review is deemed withdrawn or cancelled pursuant to section 10.02.03 B.4.a.

4. The SDP is considered no longer valid, pursuant to section 10.02.03 B.4.b. and c.

LDC section 2.03.07.N.3.d and 2.03.07 I.3.d.

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BONUS DENSITY POOL ALLOCATION

To qualify for up to 12 dwelling units per acre, projects shall comply with the following criteria. (The density of up to 12 dwelling units per acre is only applicable until the bonus density pool has been depleted).

- The project, if located in the Bayshore Mixed Use District, shall be within either the Neighborhood Commercial or Waterfront Sub districts and shall be a mix of commercial and residential uses.
- The project, if located in the Gateway Triangle Mixed Use District, shall be a mix of commercial and residential uses.
- Base density shall be as per the underlying zoning district.
- For proposed projects outside the Coastal High Hazard Area (CHHA) are in addition to the eligible density bonus.
- For proposed projects within the CHHA, only the Affordable Housing Density Bonus is allowed in addition to the eligible bonus density units.
- For projects located in the Gateway Triangle Mixed Use District the properties must be lying south of Davis Blvd. and west of Airport-Pulling Road.
- The project shall comply with the standards for mixed use development set forth in the Gateway Triangle Mixed Use Overlay District or the Bayshore Mixed Use District.
- For projects that do not comply with the requirements for this density increase, their density is limited to that allowed by the Density Rating System and application FLUE Policies.

LDC Section 2.03.07 N.3.e and 2.03.07 I.3.e

Once a property owner, through an MUP approval, elects to develop or redevelop a mixed use project under the Bayshore Neighborhood Commercial (BMUD-NC)or Waterfront (BMUD-W) Subdistricts; or the Gateway Triangle Mixed Use Subdistrict (GTMUD-MXD), then the property shall be developed in compliance with all provisions of the overlay and cannot revert back to the underlying zoning district.

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MIXED USE PROJECT APPLICATION (MUP)

PROJECT NO (PL)
PROJECT NAME
DATE PROCESSED

For Staff Use

APPLICANT/OWNER INFORMATION

AGENT: _____ FIRM: _____

ADDRESS: _____ City: _____ State: _____ Zip: _____

PHONE: _____ CELL#: _____ FAX#: _____

E-MAIL ADDRESS: _____

OWNER(S) NAME: _____

ADDRESS: _____ City: _____ State: _____ Zip: _____

PHONE: _____ CELL#: _____ FAX#: _____

E-MAIL ADDRESS: _____

PROPERTY LOCATION

PROJECT NAME: _____

If this project is located in a PUD or it has a Conditional Use or a Variance approved, please indicate the PUD name and/or CU or Variance Application Request # _____ Resolution #: _____

SECTION/TOWNSHIP/RANGE: _____/_____/_____ PROPERTY I.D.#: _____

SUBDIVISION NAME: _____ UNIT: _____ BLOCK: _____ LOT: _____

LOCATION OF SUBJECT PROPERTY (proximity to closest major intersection or road): _____

_____

Current Zoning Designation: _____ Type of Development Proposed: _____

Total Area of Project: _____ # Units: _____ Density: _____ Non- Residential Sq Ft: _____

ADJACENT ZONING/LAND USE

	Zoning	Land Use
N		
S		
E		
W		

Collier County

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MIXED USE PROJECT PLAN (MUP) APPLICATION SUBMITTAL CHECKLIST

THIS COMPLETED CHECKLIST IS TO BE SUBMITTED WITH APPLICATION PACKET IN THE EXACT ORDER LISTED BELOW W/COVER SHEETS ATTACHED TO EACH SECTION.

NOTE: INCOMPLETE SUMBITTALS WILL NOT BE ACCEPTED.

REQUIREMENTS	# OF COPIES	SUBMITTED	NOT REQUIRED
Cover letter briefly explaining project	1	☐	☐
Completed Application	1	☐	☐
Pre-Application meeting notes	1	☐	☐
Conceptual site plan 24" x 36" drawn to scale	1	☐	☐
Conceptual site plan 8 ½" x 11"	1	☐	☐
Addressing Checklist signed by Addressing department	1	☐	☐
Owner/Agent Affidavit, signed & sealed	1	☐	☐
Warranty Deeds	2	☐	☐
Electronic version of all plans and documents	1	☐	☐
School Impact Analysis Application - residential projects only (download the School Impact Analysis Application from website)	2	☐	☐

Other _____

Other _____

I hereby submit and certify the application to be complete and accurate.

_____ _____

Applicant/Agent Signature *Date*

LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED 1ST FLOOR ENCLOSED SPACE
- COVERED GROUND FLOOR WALKWAY
- COLUMN
- (X) PROPOSED PARKING STALL COUNT
- FOUNDATION PLANTING AREA
- ROOF OVERHANG FOR FLOORS 2-5
- AREA ZONED MH-BZO-R1
- AREA ZONED C-3 GTZO-MXD

GENERAL NOTES:

1. THE APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT AUTHORIZE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EASEMENTS OF RECORD.
2. ALL CATEGORY 1 INVASIVE EXOTIC PLANTS AS DEFINED BY THE FLORIDA EXOTIC PEST PLANTS COUNCIL, SHALL BE REMOVED FROM WITHIN THE PRESERVE AREAS AND SUBSEQUENT ANNUAL REMOVAL OF THESE PLANTS (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE OWNER.
3. FIRE FIGHTING WATER SUPPLY SHALL BE AVAILABLE PRIOR TO THE PLACEMENT OR STORAGE OF ANY COMBUSTIBLE MATERIALS ON SITE.
4. ALL PROHIBITED NON-NATIVE/EXOTIC VEGETATION AS DEFINED BY THE COLLIER COUNTY LDC SHALL BE REMOVED FROM THE SITE & IT SHALL BE MAINTAINED FREE OF EXOTICS IN PERPETUITY. ALL ANNUAL REMOVAL OF EXOTIC VEGETATION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER
5. THIS SITE PLAN SHALL MEET ALL REQUIREMENTS OF THE COLLIER COUNTY LDC UNLESS VARIANCES WERE OBTAINED PRIOR TO CONSTRUCTION.
6. THE SURFACE WATER MANAGEMENT SYSTEM & ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
7. THIS PROJECT WILL COMPLY WITH ALL LDC REQUIREMENTS AT TIME OF SUBMITTAL.

BUILDING SETBACKS

	FRONT YARD (NORTH)	SIDE YARD (EAST/WEST)	REAR YARD (SOUTH)
REQUIRED	6.5'	10'	5'
PROVIDED	22.14'	10'/88.36	113.43'

*PER LDC 4.02.16

PLANNING NOTES:

ZONING: C-3-GTZO-MXD & MH-BZO-R1

DEVELOPMENT TYPE/LAND USE: MIXED USE

	REQUIRED	PROVIDED
BUILDING HEIGHT MAXIMUM (ZONED):	56'	56'
MINIMUM LOT AREA:	10,000 SQ. FT.	28,008' SQ. FT.
MINIMUM LOT WIDTH:	100'	139.8' (AVG.)***
MINIMUM BUILDING SEPARATION:	10'	33.44'
PARKING REQUIREMENTS	22 SPACES	23 SPACES
HANDICAP SPACES REQUIRED	1 SPACES	2 SPACES

STRUCTURALLY UNIFIED BUILDINGS
SEE CALCULATIONS BELOW
*** PER LOT WIDTH DEFINITION PROVIDED IN LDC 1.08.00

BASE DENSITY = 1 UNIT PER ACRE
REQUESTING ADDITIONAL DENSITY VIA 'BONUS DENSITY POOL ALLOCATION' FOR A TOTAL DENSITY = 12 UNITS/ACRE
PROPOSED COMMERCIAL ASPECT OF MIXED USE STRUCTURE = 1,345 SQ. FT.
PROPOSED RESIDENTIAL ASPECT OF MIXED USE STRUCTURE = 11,480 SQ. FT.
EXISTING COMMERCIAL SQUARE FOOTAGE = 2,515 SQ. FT.

PARKING REQUIREMENTS:

EXISTING GENERAL OFFICE < 2,515 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
EXISTING GENERAL OFFICE = 2,515 SQ. FT.: 7 SPACES REQUIRED

PROPOSED GENERAL OFFICE < 1,345 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
PROPOSED GENERAL OFFICE = 1,345 SQ. FT.: 4 SPACES REQUIRED

PROPOSED RESIDENTIAL (2ND - 5TH) =
8 - 2 BEDROOM UNITS @ 1.5 SPACES PER UNIT 12 SPACES REQUIRED

OVERALL PARKING REQUIREMENT = 23 SPACES REQUIRED
23 SPACES PROVIDED

HANDICAP SPACES REQUIRED (INCLUDED IN OVERALL PARKING PROVIDED):
1 SPACE TO 25 SPACES: 1 SPACE REQUIRED
2 SPACES PROVIDED

ADJACENT ZONING AND LAND USE

PROPERTY	ZONING	LAND USE
SUBJECT	C-3 GTZO-MXD MH BZO-R1	MIXED USE
N	C-3 GTZO-MXD	TAMIAMI TR.
E	MH BZO-R1	MOBILE HOME
S	MH BZO-R1	MOBILE HOME
W	C-4 BZO-NC	COMMERCIAL

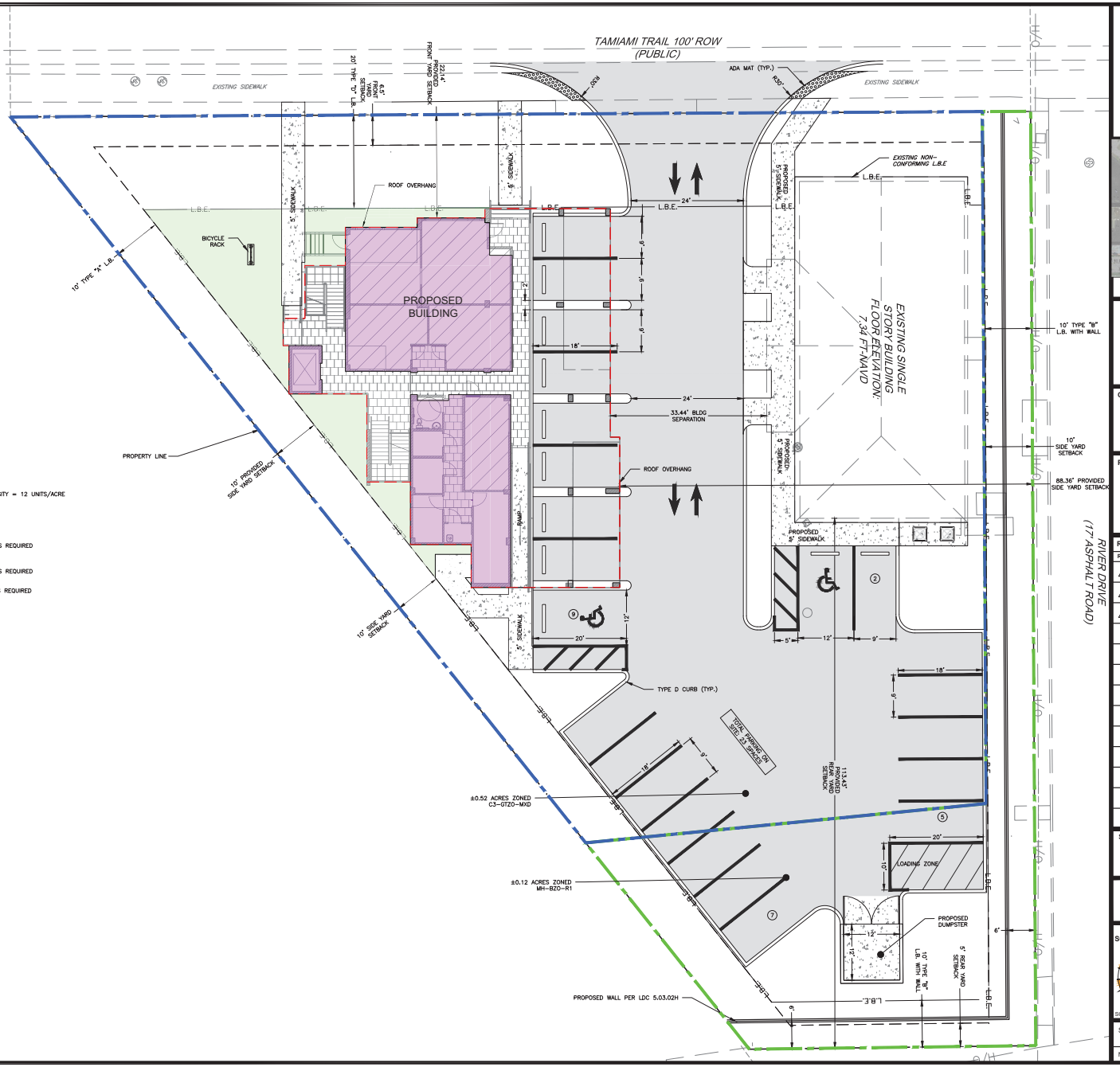
FOUNDATION PLANTING REQUIREMENTS

BUILDING FOOTPRINT AREA = 1,932.3 SQ. FT

PLANTING AREA REQUIRED:

10% OF BUILDING FOOTPRINT = 1,932.3 * 0.1 = 193.2 SQ.FT.

PLANTING AREA PROVIDED = 1,050.8 SQ.FT.



DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00009496



SITE LOCATION MAP

CLIENT:
D&D RETIREMENT TRUST LLC
1100 RAINBOW DR
NAPLES, FL 34104

PROJECT:
METRO SOUTH

REVISIONS:

REV.	DATE	DESCRIPTION
1	03/08/2023	REVISED PER CC RAI
2	10/24/2023	REVISED PER CC RAI DATED JUNE 26,2023
3	03/04/2024	REVISED PER CC RAI DATED FEBRUARY 22,2024

SHEET TITLE:
CONCEPT PLAN

PROJECT NO.:
22-0080

SCALE: 1" = 10'

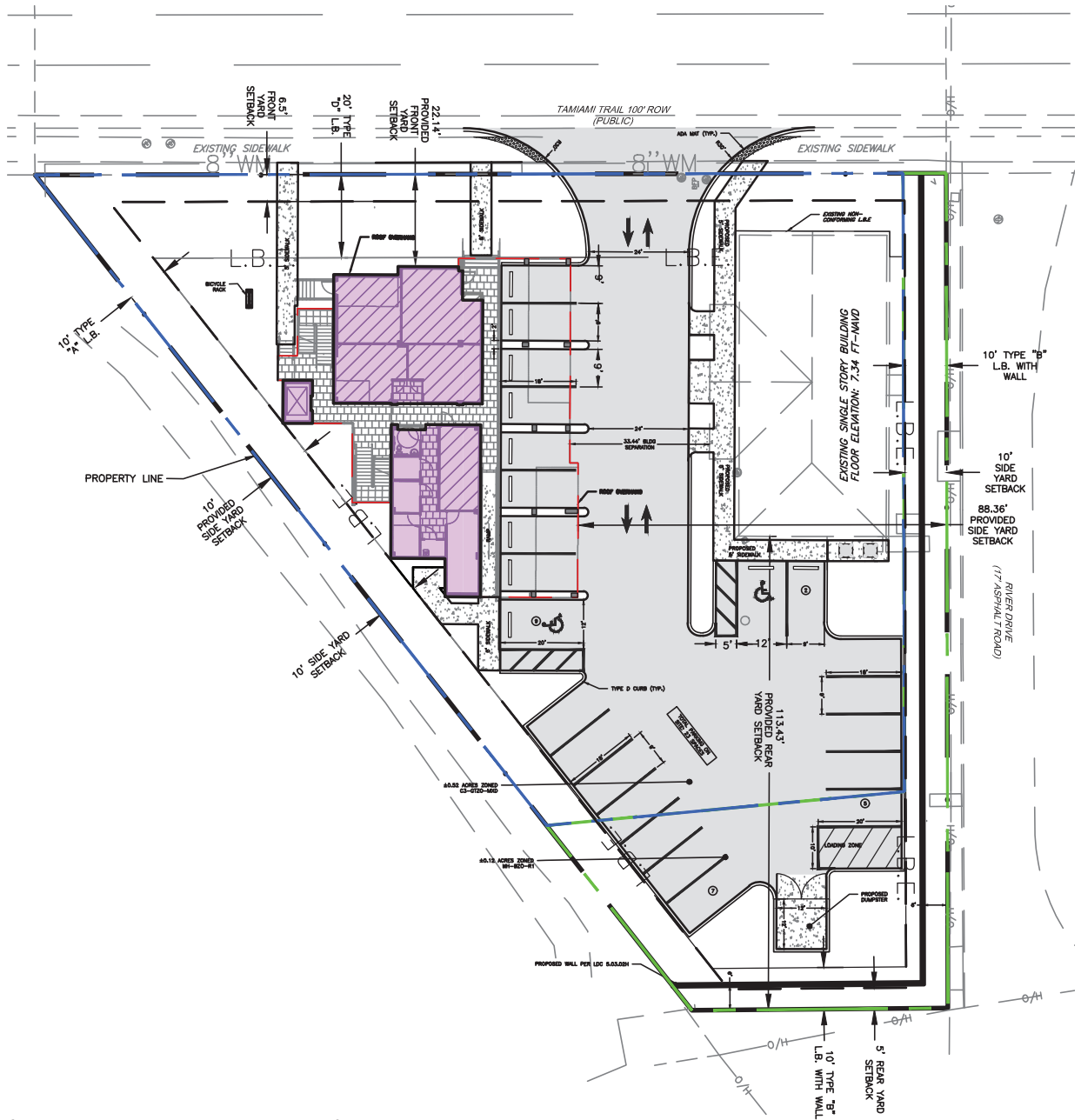
SCALE VALID AT 24X36

JEFF L. DAVIDSON, P.E. NO. 47161
LEE A. DAVIDSON, P.E. NO. 90969
ANDREW E. RATH, P.E. NO. 73996
RYAN A. WHITE, P.E. NO. 67400

SHEET NO:

NOTE: NOT FOR CONSTRUCTION

Z:\Active Projects\TAMIAMI TRL E (30100)\Site Civil - MUP\Dwelling\C-20.00 - Site Plan.dgn (C-20.00 - SITE PLAN) brandon.cooper Sep 04, 2024 - 10:10pm



LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED 1ST FLOOR ENCLOSED SPACE
- COVERED GROUND FLOOR WALKWAY
- PROPOSED PARKING STALL COUNT
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- AREA ZONED MH–BZO–R1
- AREA ZONED C–3 GTZO–MXD

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STRUCTURALLY UNIFIED BUILDINGS
SEE CALCULATIONS BELOW
*** PER LOT WIDTH DEFINITION PROVIDED IN LDC 1.08.00

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REQUESTING ADDITIONAL DENSITY VIA 'BONUS DENSITY POOL ALLOCATION' FOR A TOTAL DENSITY = 12 UNITS/ACRE
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PROPOSED RESIDENTIAL ASPECT OF MIXED USE STRUCTURE = 11,480 SQ. FT.
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P: 239.434.6060
Company Cert. of Authorization
No. 00009496

METRO SOUTH
MIXED USE PROJECT

SCALE: 1" = 40'

SHEET NO:
CONCEPTUAL SITE PLAN

REVISIONS

REV.	DATE:	DESCRIPTION

Z:\Active Projects\T\TAMIAMI TRL E. (3010)\Site Civil – MUP\Sheetfiles\CONCEPT PLANS\ALT Border Sizes\CONCEPT PLAN 11X8.5.dwg (SDP–MCP) brandon.copper Sep 18, 2024 – 1:31pm

Collier County
Growth Management
Community Development Department

ADDRESSING CHECKLIST

Please complete the following and upload via the CityView Portal with your submittal. Items marked with (*) are required for every application, other items are optional and may not apply to every project.

Forms are valid for 6 months following their submittal; an updated form will be required for a new submittal after that timeframe and any time the properties within the project boundary are modified.

Additional documents may be attached to this form and can include:

- * LOCATION MAP and/or SURVEY showing the proposed project boundary.
- List of additional folio numbers and associated legal descriptions.
- E-mail from Addressing Official for any pre-approved project and/or street names.

LOCATION INFORMATION

***FOLIO (Property ID) Number(s)** of subject property or properties. [Attach list if necessary]

61841800000

***LEGAL DESCRIPTION** of subject property or properties. [Attach list if necessary]

See attached page

STREET ADDRESS(ES) where applicable, if already assigned.

3010 TAMIAMI TRL E NAPLES FL 34112

PROJECT INFORMATION

Acceptance of this form does not constitute project and/or street name approval and is subject to further review by the Addressing Official. Pre-Approval may be requested by contacting us at GMD_Addressing@colliercountyfl.gov or 239-252-2482 prior to your submittal.

CURRENT PROJECT NAME

3010 Tamiami Trl E

PROPOSED PROJECT NAME

Metro South

PROPOSED STREET NAME(s)

N/A

LATEST APPROVED PROJECT NUMBER [e.g., SDP-94-##, PPL-2002-AR-####, PL2017000####]

PL20220006451

Operations & Regulatory Management Division ● 2800 North Horseshoe Drive ● Naples, FL 34104 ● 239-252-2400
www.colliercountyfl.gov

Legal Description:

N G + T C L F NO 2 11 50 25 PART OF LOT 122 DESC AS FOLL: COMM INTERSEC E LINE LOT 122 + SWLY R/W US 41, NWLY 250FT TO POB, SWLY 200FT, NWLY 46FT TO W LINE LOT 122, N 255.13FT+- TO SLY R/W US 41, SELY ALG R/W 215FT+- TO POB



Property Summary | Property Detail | Aerial | Sketches | Trim Notices

Parcel No	61841800000	Site Address *Disclaimer	3010 TAMIAMI TRL E	Site City	NAPLES	Site Zone *Note	34112

Name / Address	D&D RETIREMENT TRUST LLC
	1100 RAINBOW DR
City	NAPLES
State	FL
Zip	34104

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5A11	504400 122 35A11	11	50	25	0.6

Legal	N G + T C L F NO 2 11 50 25 PART OF LOT 122 DESC AS FOLL: COMM INTERSEC E LINE LOT 122 + SWLY R/W US 41, NWLY 250FT TO POB, SWLY 200FT, NWLY 46FT TO W LINE LOT 122, N 255.13FT+- TO SLY R/W US 41, SELY ALG R/W 215FT+- TO POB

		Millage Rates *Calculations		
Millage Area	63			
Sub./Condo	504400 - N G & T C L F UNIT 2	School	Other	Total
Use Code	21 - RESTAURANTS, CAFETERIAS	4.459	8.8646	13.3236

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
05/23/22	6132-1897	$ 1,200,000
09/25/17	5441-3953	$ 1,009,000
09/25/17	5441-3950	$ 0
08/05/04	3621-140	$ 956,000
03/02/04	3511-809	$ 850,000
01/19/99	2503-1169	$ 350,000
01/06/99	2499-706	$ 350,000
01/01/76	640-787	$ 0

2022 Certified Tax Roll

(Subject to Change)

Land Value	$ 822,150
(+) Improved Value	$ 140,758
(=) Market Value	$ 962,908
(-) 10% Cap	$ 156,868
(=) Assessed Value	$ 806,040
(=) School Taxable Value	$ 962,908
(=) Taxable Value	$ 806,040

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20220006931

I, Dan Dufault (print name), as MGRM (title, if applicable) of D&D RETIREMENT TRUST, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Davidson Engineering to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature

1/25/23
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [X] physical presence or [ ] online notarization this 26 day of January, 2023, by (printed name of owner or qualifier) Dan Dufault.

Such person(s) Notary Public must check applicable box:

[X] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Laura Arcila

LAURA ARCILA
Notary Public-State of Florida
Commission # HH 211975
My Commission Expires
December 28, 2025

CP\08-COA-00115\155
REV 3/4/2020

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership
Daniel J. Dufault SEP IRA	75.27%
Denise Dufault SEP IRA	24.73%

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired 5/23/22

☐ **Leased: Term of lease** _____ **years /months**

If, Petitioner has option to buy, indicate the following:

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

The completed application, all required submittal materials, and fees shall be submitted to:
Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

Agent/Owner Signature

12/22/22
Date

Daniel J. Dufault
Agent/Owner Name (please print)

Managing Member
D & D Retirement Trust LLC

INSTR 6258642 OR 6132 PG 1897 RECORDED 5/26/2022 2:13 PM PAGES 3
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $8,400.00 REC $27.00
CONS $1,200,000.00

Prepared by and return to:
Sarah M. Grieb, Esq.
Roetzel & Andress, L.P.A.
850 Park Shore Drive, 3rd Floor
Naples, FL 34103
239-649-6200
File Number: **137951.0005**

Parcel Identification No. **61841800000**
Consideration: **$1,200,000.00**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 23rd day of **May, 2022** between **Tamiami Investments Ltd., a Florida limited partnership, successor by merger to Tamiami Investments LLC, a Florida limited liability company** whose post office address is **3838 Tamiami Trail N., Suite 416, Naples, FL 34103** of the County of **Collier**, State of **Florida**, grantor*, and **D&D Retirement Trust, LLC, a Florida limited liability company** whose post office address is **1100 Rainbow Drive, Naples, FL 34104** of the County of **Collier**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Collier County, Florida**, to-wit:

See Exhibit "A".

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise pertaining.

To Have and to Hold, the same in fee simple forever.

And said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[remainder of page intentionally left blank]

[signature and notary acknowledgement on following page]

NOT A CERTIFIED COPY

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Janet de Cárdenas
Witness #1

Janet Cárdenas
Witness #1 Printed Name

Jessica L. Moberg
Witness #2

Jessica L. Moberg
Witness #2 Printed Name

Tamiami Investments Ltd., a Florida limited partnership
successor by merger to Tamiami Investments LLC,
a Florida limited liability company

By: Tamiami GP, LLC, a Florida limited
liability company, it s General Partner

By: _____
Aren van Dam, as Manager

(Corporate Seal)

State of Florida
County of Collier

The foregoing instrument was acknowledged before me by means of physical presence, this 23rd day of May, 2022 by Aren van Dam, as Authorized Manager of Tamiami GP, LLC, a Florida limited liability company, the General Partner of Tamiami Investments, Ltd., a Florida limited partnership, successor by merger to Tamiami Investments LLC, a Florida limited liability company, on behalf of the partnership, who [_] is personally known to me or [X] has produced a Dutch passport as identification.

[Notary Seal]

JANET CARDENAS
MY COMMISSION # HH 107385
EXPIRES: April 21, 2025
Bonded Thru Notary Public Underwriters

Janet de Cárdenas
Notary Public

Printed Name: _____

My Commission Expires: _____

NOT A CERTIFIED COPY

EXHIBIT "A"

A part of Lot 122 of the Naples Grove & Truck Company's Little Farms No. 2, as recorded in Plat Book 1, Page 27, Public Records of Collier County, Florida; commencing at a point 250 feet northwesterly along the right-of-way of State Road 27 (now known as State Road 90 and the Tamiami Trail), from the point at which the dividing line between Lots 122 and 120 touches the line of right of way of State Road 27 (now known as State Road 90 and the Tamiami Trail); thence southwesterly at right angles thereto, 200 feet to a concrete monument found; thence northwesterly at right angles a distance of 46 feet more or less to the line dividing Lot 122 and 123 of said Naples Grove and Truck Company's Little Farms No. 2; thence north along said dividing line 255.13 feet more or less to the southerly line of the right of way of State Road 27 (now known as State Road 90 and the Tamiami Trial); thence in a southeasterly direction along the southerly line of State Road 27 (now known as State Road 90 and the Tamiami Trail) a distance of 215 feet more or less to the point of beginning. Containing 0.64 acres of land.

BEING MORE PARTICULARLY AND ALSO DESCRIBED AS FOLLOWS: A portion of Lot 122, NAPLES GROVE AND TRUCK COMPANY'S LITTLE FARMS NO. 2, according to the plat thereof, as recorded in Plat Book 1, Page 27, of the Public Records of Collier County, Florida, described as follows: Commencing at the point where the dividing line between Lots 120 and 122 of said NAPLES GROVE AND TRUCK COMPANY'S LITTLE FARMS NO. 2 intersects the Southerly Right-of-Way of U.S. Highway No. 41 (Tamiami Trail); thence North 52 degrees 05' 08" West along said Right-of-Way a distance of 250.00 feet to a concrete monument; thence South 37 degrees 54' 02" West a distance of 200.00 feet; thence North 52 degrees 55' 59" West a distance of 61.10 feet to the West line of said Lot 122; thence North 00 degrees 08' 14" West along said West line, a distance of 255.13 feet to the Southerly Right-of-Way of said U.S. Highway No. 41; thence South 52 degrees 05' 08" East along said Right-of-Way a distance of 218.30 feet to the Point of Beginning.

CERTIFIED COPY

Collier County School District

School Impact Analysis Application

Instructions: Submit one copy of completed application and location map for each new residential project requiring a determination of school impact to the Planning Department of the applicable local government. This application will not be deemed complete until all applicable submittal requirements have been submitted. Please be advised that additional documentation/information may be requested during the review process.

For information regarding this application process, please contact the Facilities Management Department at 239-377-0267.

Please check [√] type of application request (one only):

- [x] School Capacity Review
- [ ] Concurrency Determination
- [ ] Exemption Letter
- [ ] Concurrency Determination Amendment

For descriptions of the types of review please see page 3,

I. Project Information:

Project Name: Metro South – Mixed Use Project

Municipality: Collier County

Parcel ID#: (attach separate sheet for multiple parcels): 61841800000

Location/Address of subject property: 3010 Tamiami Trail E, Naples, FL 34112 (Attach location map)

Closest Major Intersection: Tamiami Trail & Bayshore Drive

II. Ownership/Agent Information:

Owner/Contract Purchaser Name(s): D&D RETIREMENT TRUST LLC

Agent/Co*ntact Person:* Brandon T. Copper, EI - Project Manager, Davidson Engineering, Inc.

(Please note that if agent or contact information is completed the District will forward all information to that person)

Mailing address: 4365 Radio Road, Suite 201, Naples, FL 34104

Telephone#: 239-434-6060 Fax: _____ Email Brandon@DavidsonEngineering.com

I hereby certify the statements and/or information contained in this application with any attachments submitted herewith are true and correct to the best of my knowledge.

Brandon T. Copper

Owner or Authorized Agent Signature

09/18/2024

Date

III. Development Information

Project Data (Unit Types defined on page 2 of application)					
Current Land Use Designation: Commercial		Proposed Land Use Designation: Mixed Use			
Current Zoning: C-3-GTZO-MXD / MH-BZO-R1		Proposed Zoning: No change proposed.			
Project Acreage:	0.64				
Unit Type:	SF	MF	MH	C	G
Total Units Currently Allowed by Type:		1			
Total Units Proposed by Type:		8			
Is this a phased project: Yes or No		If yes, please complete page 2 of this application.			

Date/time stamp: 09/13/2024

Project not to be phased.

Worksheet is required to be completed by the Applicant only if the project is to be phased:

Unit Type	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9	Yr10	Yr 11-20	20+ Years
SF												
MF												
MH												
C												
G												
Totals by Yr												
	Grand Total											

Grand Total	

Insert totals by unit type by years.

Unit Types:
SF = Single Family
MF = Multi-Family/Apartments
MH = Mobile Homes
C = Condo/Co-Op
G = Government

EXAMPLE:

Unit Type	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9	Yr10	Yr 11-20	20+ Years
SF	25	25	25	25	--	--	--	--	--	--	--	--
MF	50	0	0	0	--	--	--	--	--	--	--	--
MH	N/A											
C	N/A											
G	N/A											
Totals by Yr	75	25	25	25	--	--	--	--	--	--	--	--

Grand Total	150

.

Types of Reviews:

School Impact Analysis:

This review should be divided into two categories:

- School Capacity Review (land use and rezonings), and;
- Concurrency Determinations (site plans and subdivisions).

School Capacity Review is the review of a project in the land use and rezoning stage of development. It is a review of the impact of the development on school capacity and is considered long range planning. This may be a review resulting in mitigation being required. In situations where the applicant may be required to mitigate, capacity may be reserved dependent on the type of mitigation.

Concurrency Determination is the review of residential site plans and subdivisions to determine whether there is available capacity. When capacity is determined to be available a School Capacity Determination Letter (SCADL) will be issued verifying available capacity to the applicant and the local government. If a project exceeds the adopted level of service standards, the applicant is afforded the option of a negotiation period that may or may not result in an executed/recorded mitigation agreement Mitigation at this stage is expressed as a Proportionate Share Mitigation Agreement. For those residential developments that may have an impact but are otherwise exempt from concurrency, an exemption letter will be prepared for the applicant upon request. For those residential developments that are determined to not have an impact, a letter of no impact will be prepared for the applicant upon request.

Exemption Letter:

An applicant may request an Exemption Letter as documentation for the local government. These are projects that would be exempt from school concurrency review or projects that do not impact the public schools. Exemptions from school concurrency are limited to existing single family or mobile home lots of record; amendments to previously approved site plans or plats that do not increase the number of dwelling units or change the dwelling unit type; age restricted communities with no permanent residents under the age of 18; or residential site plans or plats or amendments to site plans or plats that generate less than one student; or are authorized as a Development of Regional Impact (Chapter 380, F.S.) as of July 1, 2005.

Concurrency Determination Amendment:

An applicant may request an amendment to a previously issued School Concurrency Determination or to an application being processed. This review may require additional staff time beyond the initial concurrency determination review and results in a modified determination being issued. An amendment could result in a negotiation period and/or a mitigation agreement being issued or a previously approved determination being modified and reissued.

Legal Description:

N G + T C L F NO 2 11 50 25 PART OF LOT 122 DESC AS FOLL: COMM INTERSEC E LINE LOT 122 + SWLY R/W US 41, NWLY 250FT TO POB, SWLY 200FT, NWLY 46FT TO W LINE LOT 122, N 255.13FT+- TO SLY R/W US 41, SELY ALG R/W 215FT+- TO POB



Property Summary | Property Detail | Aerial | Sketches | Trim Notices

Parcel No	61841800000	Site Address *Disclaimer	3010 TAMIAMI TRL E	Site City	NAPLES	Site Zone *Note	34112

Name / Address	D&D RETIREMENT TRUST LLC
	1100 RAINBOW DR
City	NAPLES

State	FL	Zip	34104

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
5A11	504400 122 35A11	11	50	25	0.6

Legal	N G + T C L F NO 2 11 50 25 PART OF LOT 122 DESC AS FOLL: COMM INTERSEC E LINE LOT 122 + SWLY R/W US 41, NWLY 250FT TO POB, SWLY 200FT, NWLY 46FT TO W LINE LOT 122, N 255.13FT+- TO SLY R/W US 41, SELY ALG R/W 215FT+- TO POB

Millage Area	63	Millage Rates *Calculations		
Sub./Condo	504400 - N G & T C L F UNIT 2	School	Other	Total
Use Code	21 - RESTAURANTS, CAFETERIAS	4.459	8.8646	13.3236

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
05/23/22	6132-1897	$ 1,200,000
09/25/17	5441-3953	$ 1,009,000
09/25/17	5441-3950	$ 0
08/05/04	3621-140	$ 956,000
03/02/04	3511-809	$ 850,000
01/19/99	2503-1169	$ 350,000
01/06/99	2499-706	$ 350,000
01/01/76	640-787	$ 0

2022 Certified Tax Roll

(Subject to Change)

Land Value	$ 822,150
(+) Improved Value	$ 140,758
(=) Market Value	$ 962,908
(-) 10% Cap	$ 156,868
(=) Assessed Value	$ 806,040
(=) School Taxable Value	$ 962,908
(=) Taxable Value	$ 806,040

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Narrative and Evaluation Criteria for Mixed Use Project
3010 Tamiami Trail
PL20220006931 – 4th Review

This Mixed Use Project Application aims to allow for the development of 8 residential units and 1,345 additional square feet of commercial space on 0.64 acres of land located at 3010 Tamiami Trail E. There is an existing office development on the site that will be retained, as permitted in PRCS2022084192101 and updated through SDPi PL20220006451 which is 2,515 square feet in size. The below section details the criteria for Mixed Use Project Approval and how this development will comply with these criteria:

- No less than 60 percent of all commercial uses within a mixed use project shall provide retail, office and personal service uses to serve the needs of the subject project and surrounding residential neighborhoods.

  Response: The only proposed commercial uses within this project include office and personal service uses to serve the needs of the surrounding neighborhoods.

- No more than 25 percent of the residential units within a mixed use project shall be on gated roadways. Residential uses shall be constructed concurrent with, or prior, to the construction of commercial uses so as to insure actual development of a mixed use project.

  Response: No gated roadways are proposed, and the residential use shall be constructed concurrently with the office portions of the live-work units. There is an existing commercial development on the site.

- Mixed use projects shall connect to local streets, adjoining neighborhoods, and adjacent developments, regardless of land use types. A grid pattern is usually the basis for the transportation network. Whatever the pattern of the vehicular network, internal interconnections between uses shall be provided for pedestrian, bicycle, and other modes of alternate transportation.

  Response: Access will be provided to this site through a driveway onto Tamiami Trail. A through-road is not practical on this parcel as the adjacent street is a private roadway.

- The commercial component of a mixed use project may be located internal to the project or along the boundary. If externally located, internal access roads and service access shall be provided so as not to promote strip commercial development along external collector and arterial roadways.

Response: The commercial components of this project will be along the same roadway as the residential, and in the case of the residential units, be within the same structure. No strip commercial development is proposed.

- Parking lots shall be dispersed throughout the project. No one parking lot shall provide more than 40 percent of the required off-street parking. Parking garages shall have no restrictions on percentage of required parking that may be accommodated; however, commercial uses only shall be permitted on the ground floor. This requirement shall not apply to individual parcels less than five (5) acres in size.

  Response: The parcel is less than 5 acres in size, so this requirement does not apply.

- At least 30 percent of the gross area of mixed use projects shall be devoted to usable open space, as defined in LDC section 4.02.01 B. This requirement shall not apply to individual parcels less than five (5) acres in size.

  Response: The parcel is less than 5 acres in size, so this requirement does not apply.

The current zoning of the subject parcel is C-3 GTZO-MXD & MH-BZO-R1. The MH-BZO-R1 zoning covers 0.11 acres of the subject site, which permits 7.26 units an acre, reduced by one unit per acre due to coastal high hazard, allowing for 1 unit total, and this development would like to implement 7 additional units from the Bonus Density Pool Allocation within the Mixed Use Project application to achieve a density of 12 units an acre for 8 total units. The below will detail the qualifications for this density per the application:

To qualify for up to 12 dwelling units per acre, projects shall comply with the following criteria. (The density of up to 12 dwelling units per acre is only applicable until the bonus density pool has been depleted).

- The project, if located in the Bayshore Zoning Overlay District (BZO), shall be within either the Neighborhood Commercial (NC) or Waterfront (W) Subdistricts and shall be a mix of commercial and residential uses.

  Response: This proposed structure is not located in BZO zoning.

- The project, if located in the Gateway Triangle Zoning Overlay Mixed Use District (GTZO-MXD), shall be a mix of commercial and residential uses.

  Response: The proposed project includes a pre-existing commercial structure housing a C-3 business, and will add a mixed use structure with a commercial first floor and 8 dwellings on the upper floors.

- Base density shall be as per the underlying zoning district.

  Response: The base density is 0 within the commercial C-3 zoning and 7.26 units/acre within the approximate 0.11 acres within the MH-BZO-R1 zoning, reduced by 1 unit per acre due to coastal high hazard area, which permits 1 units to be developed on this property. 7 units are requested from the Bonus Density Pool Allocation, increasing the density to 12 units per acre for a total allowance of 8 units on the property.

- For proposed projects outside the Coastal High Hazard Area (CHHA) are in addition to the eligible density bonus.

  Response: Project is within the CHHA.

- For proposed projects within the CHHA, only the Affordable Housing Density Bonus is allowed in addition to the eligible bonus density units.

  Response: No additional bonus density units are requested beyond the Bonus Density Pool Allocation as allowed per the MUP application.

- For projects located in the Gateway Triangle Zoning Overlay Mixed Use District (GTZO-MXD) the properties must be lying south of Davis Boulevard and west of Airport-Pulling Road.

  Response: The project is South of Davis Boulevard and West of Airport-Pulling Road.

- The project shall comply with the standards for mixed use development set forth in the Gateway Triangle Zoning Overlay Mixed Use Overlay District (GTZO-MXD) or the Bayshore Zoning Overlay District (BZO).

  Response: The project shall comply with the standards for mixed use development set forth in the Gateway Triangle Zoning Overlay Mixed Use Overlay District (GTZO-MXD).

- For projects that do not comply with the requirements for this density increase, their density is limited to that allowed by the Density Rating System and application FLUE Policies.

  Response: The project complies with the requirements for the density increase permitted through the Bonus Density Pool Allocation as per the MUP application.

Traffic Impact Study

Tamiami Trl E (3010)

3010 Tamiami Trl E 3010
Naples, FL 34112
Collier County

PREPARED BY:
Davidson Engineering, Inc.
4365 Radio Road, Suite 201
Naples, Florida 34104

Methodology Meeting Review Fee: $500
TIS Small Scale Review Fee: $0

Updated: September 11, 2024
November 10, 2022

This item has been electronically signed and sealed by Jeff L. Davidson P.E. using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

Digitally signed by Jeffrey L Davidson, P.E.
Date: 2024.09.19 10:15:19 -04'00'

Jeff Davidson, P.E. License No. 47161
Company ID No. 9496

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Proposed Improvements 2

Site Access and Build-out Year 2

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Concurrency Analysis 6

Operational and Turn Lane Analysis 7

TCEA Analysis 7

Conclusion 7

Appendix A: Project Site Plan

Appendix B: Trip Distribution Map

Appendix C: 2023 CC AUIR Reference

Introduction and Methodology

This traffic impact statement is prepared to meet the MUP application requirements for the proposed 3010 Tamiami Trl E Development. The subject property proposes the addition of a mixed-use building to an existing developed ±.64-acre property on 3010 Tamiami Trl E., Naples, Florida. The site is zoned C-3-GTZO-MXD and MH-BZO-R1. Refer to Figure 1 below for the project location and Appendix A for a proposed site plan.

The 3010 Tamiami Trl E Development will conduct a "Small Scale Study" TIS as it adheres to all the criteria in the Collier County Guidelines for such. The analysis is based on the available Land Use categories provided in the 11th Edition of the ITE Trip Generation Manual and provides the highest and best use scenario with respect to the project's proposed trip generation. Background traffic is extracted from the 2023 Collier County's historical Annual Update and Inventory Reports (AUIR).



Figure 1: Project Location

Proposed Improvements

The 3010 Tamiami Trl E Development proposes one mixed-used multi-story building comprised of 8 residential units and 1,345 sf of ground floor commercial space. Additionally, the project proposes to update the existing parking lot, the existing stormwater management system, and utilities. The existing ±2,515 sf real estate building will remain in place. Table 1 details the land use code and units for the proposed development.

Table 1: Existing/ New Trip Generation for Proposed Conditions

Development		ITE Land Use	ITE Land Use Code	Size
Proposed	Residential	LUC 221 - Multifamily (Mid-Rise)	221	8 Units
Proposed	Commercial	LUC 712- Small Office	712	1,345 SF
Existing	Commercial	LUC 712- Small Office	712	2,515 SF

Site Access and Build-out Year

No new site access driveways are proposed for the development. The site shall be accessed by the existing connection onto Tamiami Trl E. Minor modifications may be implemented to the existing driveway connection. The projected operational year is 2025.

Trip Generation

Trip generation rates are per the Institute of Transportation Engineers publication, *Trip Generation Manual,* 11th Edition. The Land Use Category and associated criteria used to analyze the existing and new project trips were determined previously in Table 1 above. Data is based on the highest peak hour trip generation of the adjacent street traffic. Tables 2-4 illustrate the existing, proposed, and total trips generated by the subject property.

Table 2: Existing Site Trip Generation

ITE Land Use	Time Period	Equation	Calculated Traffic	Entering	Exiting
Small Office Building (712) 2,515 SF	Weekday	Average Rate = 14.39 per 1000 sf	36	18 (50%)	18 (50%)
	A.M. Peak Hour (Adjacent)	Average Rate = 1.67 per 1000 sf	4	3 (82%)	1 (18%)
	P.M. Peak Hour (Adjacent)	Average Rate = 2.16 per 1000 sf	6	2 (34%)	4 (66%)

* Calculated and distributed trips rounded to the nearest whole number.

Table 3: Proposed Site Trip Generation

ITE Land Use	Time Period	Equation	Calculated Traffic	Entering	Exiting
Multifamily Housing (Mid-Rise) (221) 8 Dwelling Units	Weekday	Average Rate = 4.54 per Dwelling Unit	36	18 (50%)	18 (50%)
	A.M. Peak Hour (Adjacent)	Average Rate = .37 per Dwelling Unit	3	1 (23%)	2 (77%)
	P.M. Peak Hour (Adjacent)	Average Rate = .39 per Dwelling Unit	3	2 (61%)	1 (39%)
Small Office Building (712) 1,345 SF	Weekday	Average Rate = 14.39 per 1000 sf	19	10 (50%)	9 (50%)
	A.M. Peak Hour (Adjacent)	Average Rate = 1.67 per 1000 sf	2	2 (82%)	0 (18%)
	P.M. Peak Hour (Adjacent)	Average Rate = 2.16 per 1000 sf	3	1 (34%)	2 (66%)

* Calculated and distributed trips rounded to the nearest whole number.

Table 4: Total Site Trip Generation

	Time Period	Calculated Traffic	Entering	Exiting
Total	Weekday	91	46	45
	A.M. Peak Hour (Adjacent)	9	6	3
	P.M. Peak Hour (Adjacent)	12	5	7

* Calculated and distributed trips rounded to the nearest whole number; any total differences are due to rounding.
**Total entering/exiting trip distribution follows the trip distribution of the highest trip generator.

Trip Distribution and Assignment

The traffic generated by the proposed development is assigned to the nearest local roadway and concurrency links using basic knowledge of the surrounding area and the 2023 Collier County AUIR data. Per Coillier County TIS guidelines, significantly impacted roadways are identified based on the proposed projects highest PM peak hour trip generation of the adjacent street traffic. Per 2023 Collier County AUIR, the peak direction along Tamiami Trail East (Link 91.0) is eastbound. The trips accounted for are representative of the total trips for the proposed and existing development. The site generated trip distribution is shown in Table 5 and is graphically depicted in Appendix B.

Table 5: Project Traffic Distribution for Weekday Peak Hour, Peak Direction

		Total Trips	East Toward Airport Road		West Toward Davis Blvd	
		VPH	VPH*	% Split	VPH*	% Split
AM Peak Hour	Enter	6	4	60	2	40
	Exit	3	2	60	1	40
PM Peak Hour	Enter	5	3	60	2	40
	Exit	7	4	60	3	40

* Trips distributed are rounded up to nearest whole number.

Background Traffic

The background traffic is conservatively evaluated, the historical growth rate shows the following over the last five years:

Per the Growth Rate Calculations provided by Collier County in the AUIR a minimum average growth rate of 2.00% is used to determine the projects expected traffic two years after the 2025 build-out; refer to Table 4.

Table 3: Background Traffic without Project (2027)

Roadway Link	Roadway Link Direction	2023 AUIR Peak Hr, Peak Dir Volume	Projected Traffic 2.0% Growth Rate			2027 Projected Peak Hr, Peak Dir Background Total Volume w/out Project
			2024	2025	2026	
Tamiami Trail East (ID# 91.0)	Davis Blvd. to Airport Road	1,700	1,734	1,769	1,804	1,840

Existing and Future Roadway Network

The existing roadway conditions are also extracted from the 2023 AUIR. The 2027 roadway conditions are based on the current Collier County *Growth Management Division Five Year Work Program*. Based on the roadway's current level of service (LOS) and remaining capacity, the LOS is anticipated to remain the same through 2027. The existing and future roadway conditions are illustrated in Table 5.

Table 4: Existing and Future Roadway Conditions

Roadway Link	Roadway Link Location	Exist. Roadway	Existing LOS	Exist. Peak Dir, Peak Hr Service Volume	Min. LOS Standard	Future 2027 Roadway
Tamiami Trail East (ID# 91.0)	Davis Blvd. to Airport Rd.	6D	C	2,900	E	6D

Project Impacts to Area Roadway Network – Roadway Link Analysis

Collier County's Transportation Planning Services department developed Level of Service (LOS) volumes for all major roadway links; these were evaluated to determine the project's impact on the roadway network two years after build-out, 2027. Table 6 illustrates the LOS impacts of the project on the roadway network closest to.

Table 5: Roadway Link LOS -- With and Without the Project in the Year 2027

Roadway Link	CC AUIR Link ID #	Roadway Link Location	2027 PH, PD Service Volume	2027 PH, PD Volume w/out Project	2027 PH, PD Volume w/Project	Remaining PH, PD Service Volume Capacity w/Project	% Service Volume Impacted by Project	Min LOS exceeded with Project? Yes/No
Tamiami Trail East	91.0	Davis Blvd. to Airport Road	2,900	1,840	1,844	1,056	.14%	No

Table Note- PH, PD = Peak Hour, Peak Direction for PM Peak Exiting.

Based on the TIS criterion, this project does not create any significant or adverse impacts to the area's roadway network, two years after the projected build out year.

Significance Test

As shown below in Table 7 the adjacent concurrency link is not found to be significantly impacted on US 41 during the PM Peak Hour traffic. The traffic generated by the proposed development will have a maximum of only a 0.14% PM Peak Directional (East bound) impact on US 41. As such, additional concurrency segments do not require analysis under the 2%-2%-3% review criteria.

Table 6: PM Peak Hour, Peak Direction Significance Test

Link	Roadway	Lanes	Existing LOS	2023 Service Volume	Network Peak Direction	PM Peak Hour Site Trips	% Impact
91.0	US 41	6D	C	2,900	EB	4	.14%

Concurrency Analysis

The projected operational year is 2025. Per the Collier County TIS guidelines, site plan applications with build-out horizon two years or less are to provide a concurrency analysis based on AUIR. So, Table 8 and 9, below, calculate the anticipated plus project trip volume for Link 91.0.

Table 7: 2023 AUIR Traffic Volume (Based on Collier County 2023 AUIR Data)

Link	Roadway	Pk Hr, Pk Dir Service Volume	PK Hr, Pk Dir Volume	Total Trip Bank	2023 PK Hr, Pk Dir. Vol + Trip Bank
91.0	US 41	2,900	1,700 (EB)	200	1,900

Table 8: PM Peak Hour, Peak Direction LOS Link Concurrency Analysis

Link	From	Peak Hour, Peak Direction Traffic			Service Capacity*	Within Capacity?
		2023 Pk Hr, PK DIR. + Trip Bank	Project Traffic	2023 Volume (AUIR + TB+ Project)		
91.0	US 41	1,900	(EB)	1,904	2,900	Yes
*No capacity improvements are shown in the County's 5-year CIE for Concurrency link 91.0.						

Based on the Level of Service link analysis, this project does not create any significant or adverse impacts to the roadway network during the projected 2025 PM peak hour, peak direction traffic volume. Therefore, no additional concurrency analysis is required.

Operational and Turn Lane Analysis

The 3010 Tamiami Trl E Development is proposing minor updates to the existing driveway located along Tamiami Trl E., a public six-lane divided right-of-way. Being that Tamiami Trl E is a FDOT ROW the project will abide by the turn lane requirements set by the FDOT. In accordance with the guidelines set forth by the FDOT Access Management Guidebook, the subject property does not warrant any turn lanes given the proposed number of trips (12 PM peak hour two-way trips) and the existing site constraints. Site plans, and TIS will be provided to FDOT for permit review and approval.

TCEA Analysis

In accordance with Policy 5.5 of the Collier County Growth Management Transportation Element the subject property shall provide the following Transportation Demand strategies to obtain exemption from the stipulated concurrency requirements:

A) Preferential carpool parking
B) Telecommuting via the proposed offices at the ground floor of the development, and/or at the existing office building.
C) Bicycle and pedestrian facilities
D) The inclusion of residential units as a portion of the project

Assuming the above TDM strategies are implemented accordingly, no future payments or improvements are required for the subject property.

Conclusion

The proposed development creates an increase in the AM/PM peak hour trips due to the proposed use; however, this project will not cause adverse effects to the surrounding roadway network. TDM strategies have been implemented to abide by the policies outlined in the Transportation Element of the GMP.

Appendix A

Project Site Plan

LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED 1ST FLOOR ENCLOSED SPACE
- COVERED GROUND FLOOR WALKWAY
- COLUMN
- (X) PROPOSED PARKING STALL COUNT
- FOUNDATION PLANTING AREA
- ROOF OVERHANG FOR FLOORS 2-5
- AREA ZONED MH-BZO-R1
- AREA ZONED C-3 GTZO-MXD

GENERAL NOTES:

1. THE APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT AUTHORIZE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EASEMENTS OF RECORD.
2. ALL CATEGORY 1 INVASIVE EXOTIC PLANTS AS DEFINED BY THE FLORIDA EXOTIC PEST PLANTS COUNCIL, SHALL BE REMOVED FROM WITHIN THE PRESERVE AREAS AND SUBSEQUENT ANNUAL REMOVAL OF THESE PLANTS (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE OWNER.
3. FIRE FIGHTING WATER SUPPLY SHALL BE AVAILABLE PRIOR TO THE PLACEMENT OR STORAGE OF ANY COMBUSTIBLE MATERIALS ON SITE.
4. ALL PROHIBITED NON-NATIVE/EXOTIC VEGETATION AS DEFINED BY THE COLLIER COUNTY LDC SHALL BE REMOVED FROM THE SITE & IT SHALL BE MAINTAINED FREE OF EXOTICS IN PERPETUITY. ALL ANNUAL REMOVAL OF EXOTIC VEGETATION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER
5. THIS SITE PLAN SHALL MEET ALL REQUIREMENTS OF THE COLLIER COUNTY LDC UNLESS VARIANCES WERE OBTAINED PRIOR TO CONSTRUCTION.
6. THE SURFACE WATER MANAGEMENT SYSTEM & ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
7. THIS PROJECT WILL COMPLY WITH ALL LDC REQUIREMENTS AT TIME OF SUBMITTAL.

BUILDING SETBACKS

	FRONT YARD (NORTH)	SIDE YARD (EAST/WEST)	REAR YARD (SOUTH)
REQUIRED	6.5'	10'	5'
PROVIDED	22.14'	10'/88.36	113.43'

*PER LDC 4.02.16

PLANNING NOTES:

ZONING: C-3-GTZO-MXD & MH-BZO-R1

DEVELOPMENT TYPE/LAND USE: MIXED USE

	REQUIRED	PROVIDED
BUILDING HEIGHT MAXIMUM (ZONED):	56'	56'
MINIMUM LOT AREA:	10,000 SQ. FT.	28,008' SQ. FT.
MINIMUM LOT WIDTH:	100'	139.8' (AVG.)***
MINIMUM BUILDING SEPARATION:	10'	33.44'
PARKING REQUIREMENTS	22 SPACES	23 SPACES
HANDICAP SPACES REQUIRED	1 SPACES	2 SPACES

STRUCTURALLY UNIFIED BUILDINGS
SEE CALCULATIONS BELOW
*** PER LOT WIDTH DEFINITION PROVIDED IN LDC 1.08.00

BASE DENSITY = 1 UNIT PER ACRE
REQUESTING ADDITIONAL DENSITY VIA 'BONUS DENSITY POOL ALLOCATION' FOR A TOTAL DENSITY = 12 UNITS/ACRE
PROPOSED COMMERCIAL ASPECT OF MIXED USE STRUCTURE = 1,345 SQ. FT.
PROPOSED RESIDENTIAL ASPECT OF MIXED USE STRUCTURE = 11,480 SQ. FT.
EXISTING COMMERCIAL SQUARE FOOTAGE = 2,515 SQ. FT.

PARKING REQUIREMENTS:

EXISTING GENERAL OFFICE < 2,515 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
EXISTING GENERAL OFFICE = 2,515 SQ. FT.: 7 SPACES REQUIRED

PROPOSED GENERAL OFFICE < 1,345 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
PROPOSED GENERAL OFFICE = 1,345 SQ. FT.: 4 SPACES REQUIRED

PROPOSED RESIDENTIAL (2ND - 5TH) =
8 - 2 BEDROOM UNITS @ 1.5 SPACES PER UNIT 12 SPACES REQUIRED

OVERALL PARKING REQUIREMENT = 23 SPACES REQUIRED
23 SPACES PROVIDED

HANDICAP SPACES REQUIRED (INCLUDED IN OVERALL PARKING PROVIDED):
1 SPACE TO 25 SPACES: 1 SPACE REQUIRED
2 SPACES PROVIDED

ADJACENT ZONING AND LAND USE

PROPERTY	ZONING	LAND USE
SUBJECT	C-3 GTZO-MXD MH BZO-R1	MIXED USE
N	C-3 GTZO-MXD	TAMIAMI TR.
E	MH BZO-R1	MOBILE HOME
S	MH BZO-R1	MOBILE HOME
W	C-4 BZO-NC	COMMERCIAL

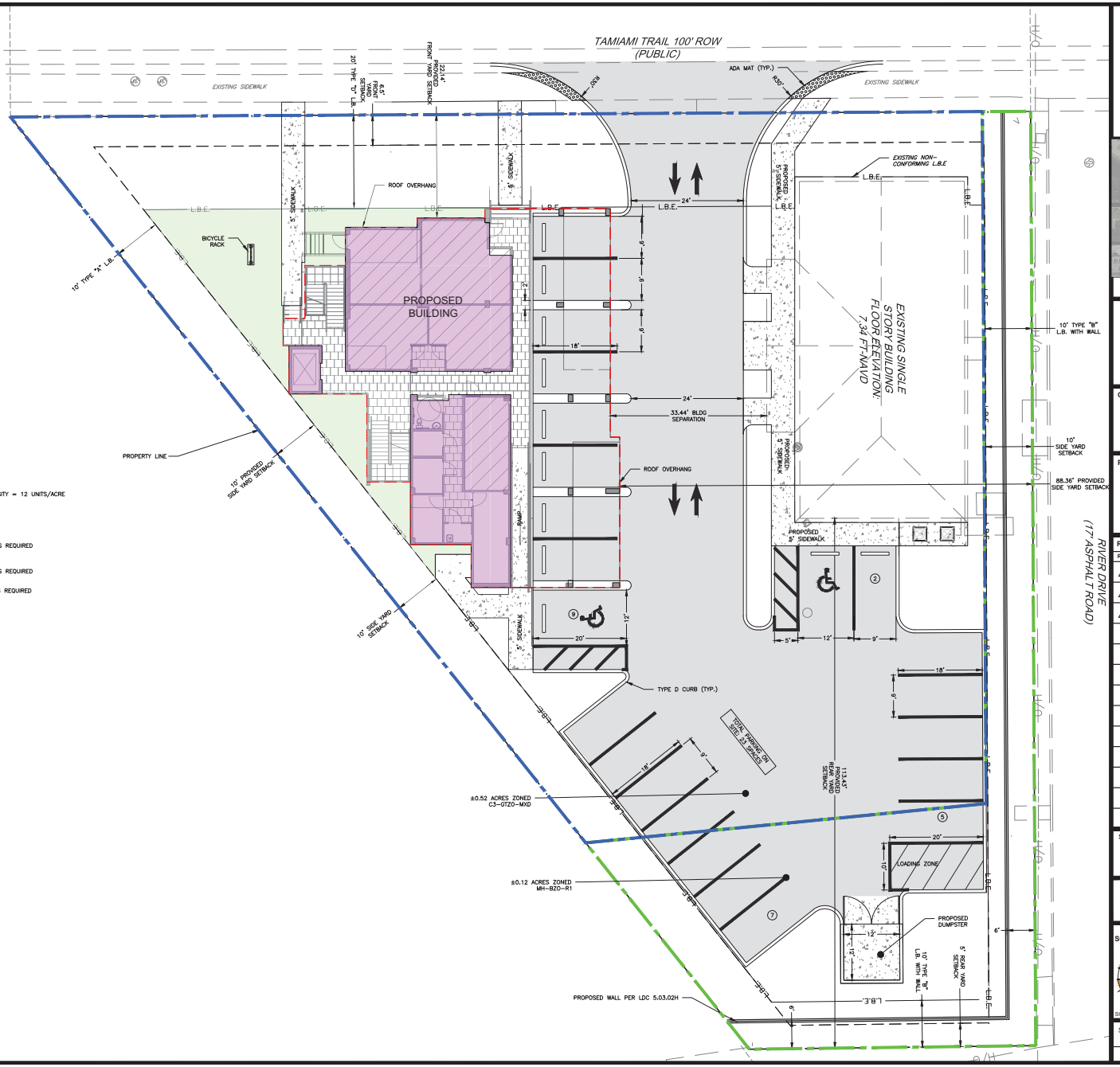
FOUNDATION PLANTING REQUIREMENTS

BUILDING FOOTPRINT AREA = 1,932.3 SQ. FT

PLANTING AREA REQUIRED:

10% OF BUILDING FOOTPRINT = 1,932.3 * 0.1 = 193.2 SQ.FT.

PLANTING AREA PROVIDED = 1,050.8 SQ.FT.



DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00009496



SITE LOCATION MAP

CLIENT:
D&D RETIREMENT TRUST LLC
1100 RAINBOW DR
NAPLES, FL 34104

PROJECT:
TAMIAMI TRAIL EAST (3010)

REVISIONS:

REV.	DATE	DESCRIPTION
1	03/08/2023	REVISED PER CC RAI
2	10/24/2023	REVISED PER CC RAI DATED JUNE 26,2023
3	03/04/2024	REVISED PER CC RAI DATED FEBRUARY 22,2024

SHEET TITLE:
CONCEPT PLAN

PROJECT NO.:
22-0080

SCALE: 1" = 10'

SCALE VALID AT 24X36

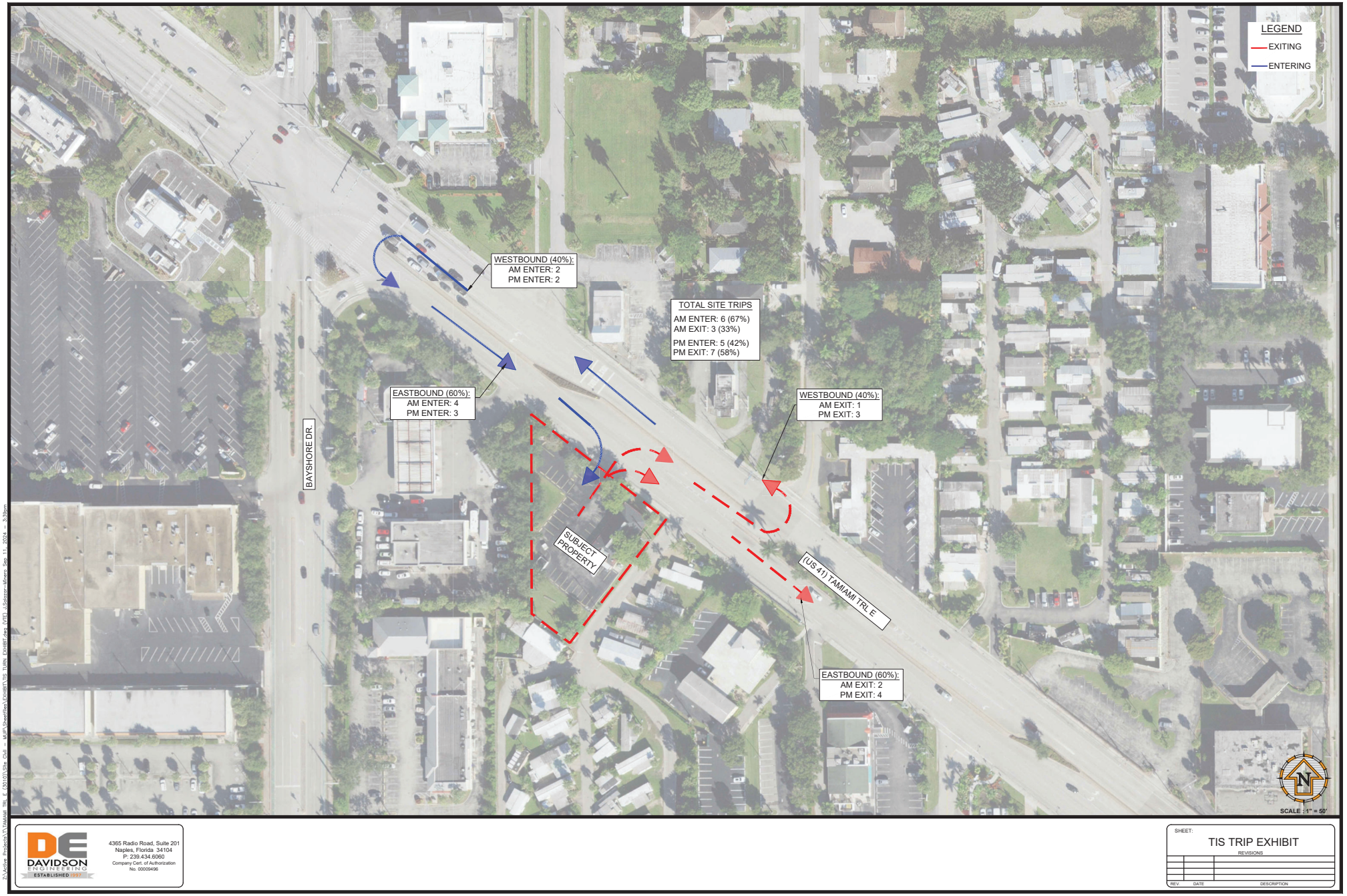
JEFF L. DAVIDSON, P.E. NO. 47161
LEE A. DAVIDSON, P.E. NO. 90969
ANDREW E. RATH, P.E. NO. 73996
RYAN A. WHITE, P.E. NO. 67400

SHEET NO: C-20.00

Z:\Active Projects\TAMIAMI TRL E (3010)\Site Civil - MUP\Deadline\C-20.00 - Site Plan.dgn (C-20.00 - SITE PLAN) brandon.cooper Sep 04, 2024 - 12:12pm

Appendix B

Trip Distribution Map



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SHEET:
TIS TRIP EXHIBIT
REVISIONS
REV. DATE DESCRIPTION

Appendix C

2023 CC AUIR Reference

Attachment "F"

Collier County Annual Update and Inventory Report (AUIR) Based on Adopted LOS, Trip Bank and Traffic Counts

ID#	CIE#	TCMA or TCEA	Road#	Link	From	To	Exist Road	Cnt. Sta.	Min Std *	Peak Dir	Peak Hour [1] Peak Dir Service Volume	2023 Peak Hour Peak Dir Volume	2022 Peak Hour Peak Dir Volume	Net Change In Volume From 2022	Percent Change In Volume From 2022	Total Trip Bank	2023 Counts + Trip Bank Volume	2023 Counts + Trip Bank Remaining Capacity	2023 Counts + Trip Bank V/C	2023 w/TBLOS	Traffic Counts Year Expected Deficient	Trip Bank Year Expected Deficient
41.2	6	NW-TCMA	CR846	Immokalee Road	Goodlette-Frank Road	Airport Road	6D	625	E	E	3,100	2690	2410	280	10.41%	20	2710	390	87.4%	D		2029
42.1	6	NW-TCMA	CR846	Immokalee Road	Airport Road	Livingston Road	6D	567	E	E	3,100	2830	2820	10	0.35%	6	2836	264	91.5%	D	2028	2028
42.2	6	NW-TCMA	CR846	Immokalee Road	Livingston Road	I-75	6D/8D	679	E	E	3,500	3020	3160	-140	-4.64%	56	3076	424	87.9%	D		2030
43.1	8		CR846	Immokalee Road	I-75	Logan Boulevard	6D/8D	701	E	E	3,500	2590	2480	110	4.25%	505	3095	405	88.4%	D		2030
43.2			CR846	Immokalee Road	Logan Boulevard	Collier Boulevard	6D	656	E	E	3,200	2870	2640	230	8.01%	682	3552	(352)	111.0%	F	2026	Existing
44.0	71		CR846	Immokalee Road	Collier Boulevard	Wilson Boulevard	6D	674	E	E	3,300	2600	2540	60	2.31%	680	3280	20	99.4%	E		2024
45.0	71		CR846	Immokalee Road	Wilson Boulevard	Oil Well Road	6D	675	E	E	3,300	2370	2020	350	14.77%	516	2886	414	87.5%	D		2030
46.0	73		CR846	Immokalee Road	Oil Well Road	SR 29	2U	672	D	E	900	580	510	70	12.07%	249	829	71	92.1%	D		2026
47.0	66			Lake Trafford Road	Carson Rd	SR 29	2U	609	D	E	800	480	490	-10	-2.08%	133	613	187	76.6%	C		
48.0				Logan Boulevard	Vanderbilt Beach Road	Pine Ridge Road	2U	587	D	N	1,000	590	620	-30	-5.08%	46	636	364	63.6%	C		
49.0	22	EC-TCMA		Logan Boulevard	Pine Ridge Road	Green Boulevard	4D	588	D	S	1,900	1550	1520	30	1.94%	0	1550	350	81.6%	D		
50.0	79			Logan Boulevard	Immokalee Road	Vanderbilt Beach Road	2U	644	D	N	1,000	760	670	90	11.84%	34	794	206	79.4%	D		2031
51.0	21	NW-TCMA	CR881	Livingston Road	Imperial Street	Immokalee Road	6/4D	673	D	N	3,000	1600	1820	-220	-13.75%	203	1803	1197	60.1%	C		
52.0	57	NW-TCMA	CR881	Livingston Road	Immokalee Road	Vanderbilt Beach Road	6D	576	E	N	3,100	1740	2000	-260	-14.94%	0	1740	1360	56.1%	C		
53.0	58	NW-TCMA	CR881	Livingston Road	Vanderbilt Beach Road	Pine Ridge Road	6D	575	E	N	3,100	1630	1530	100	6.13%	0	1630	1470	52.6%	B		
54.0	52	EC-TCMA	CR881	Livingston Road	Pine Ridge Road	Golden Gate Parkway	6D	690	E	N	3,100	1470	1360	110	7.48%	20	1490	1610	48.1%	B		
55.0	53	EC-TCMA	CR881	Livingston Road	Golden Gate Parkway	Radio Road	6D	687	E	N	3,000	1760	1700	60	3.41%	23	1783	1217	59.4%	C		
58.0	67			N. 1st Street	New Market Road	SR-29 (Main Street)	2U	590	D	N	900	660	680	-20	-3.03%	24	684	216	76.0%	C		
59.0				New Market Road	Broward Street	SR 29	2U	612	D	E	900	750	670	80	10.67%	22	772	128	85.8%	D		2028
61.0	36			Camp Keais	Oil Well Road	Immokalee Road	2U	626A	D	S	1,000	330	300	30	9.09%	211	541	459	54.1%	B		
62.0	68	NW-TCMA	CR887	Old US 41	Lee County Line	US 41 (Tamiami Trail)	2U	547	D	N	1,000	1120	1200	-80	-7.14%	7	1127	(127)	112.7%	F	Existing	Existing
63.0		NW-TCMA	CR896	Seagate Drive	Crayton Road	US 41 (Tamiami Trail)	4D	511	D	E	1,700	920	960	-40	-4.35%	0	920	780	54.1%	B		
64.0	14	NW-TCMA	CR896	Pine Ridge Road	US 41 (Tamiami Trail)	Goodlette-Frank Road	6D	512	E	E	2,800	2060	1970	90	4.37%	6	2066	734	73.8%	C		
65.0	14	NW-TCMA	CR896	Pine Ridge Road	Goodlette-Frank Road	Shirley Street	6D	514	E	E	2,800	2290	2360	-70	-3.06%	3	2293	507	81.9%	D		
66.0	14	NW-TCMA	CR896	Pine Ridge Road	Shirley Street	Airport Road	6D	515	E	E	2,800	3270	3060	210	6.42%	21	3291	(491)	117.5%	F	Existing	Existing
67.1	41	NW-TCMA	CR896	Pine Ridge Road	Airport Road	Livingston Road	6D	526	E	E	3,900	3600	3480	120	3.33%	17	3617	283	92.7%	D	2028	2027
67.2	41	EC-TCMA	CR896	Pine Ridge Road	Livingston Road	I-75	6D	628	E	E	3,900	2840	2800	40	1.41%	35	2875	1025	73.7%	C		
68.0	41	EC-TCMA	CR896	Pine Ridge Road	I-75	Logan Boulevard	6D	600	E	E	2,800	2470	2360	110	4.45%	0	2470	330	88.2%	D		2030
69.0	15		CR856	Radio Road	Airport Road	Livingston Road	4D	544	D	E	1,800	1050	1110	-60	-5.71%	57	1107	693	61.5%	C		
70.0	15	EC-TCMA	CR856	Radio Road	Livingston Road	Santa Barbara Boulevard	4D	527	D	E	1,800	1560	1580	-20	-1.28%	18	1578	222	87.7%	D		2030
71.0	16	EC-TCMA	CR856	Radio Road	Santa Barbara Boulevard	Davis Boulevard	4D	685	D	W	1,800	680	650	30	4.41%	89	769	1031	42.7%	B		
72.0	17		CR864	Rattlesnake Hammock Road	US 41 (Tamiami Trail)	Charlemagne Boulevard	4D	516	D	E	1,800	1190	1080	110	9.24%	84	1274	526	70.8%	C		
73.0	17	TCEA(pt)	CR864	Rattlesnake Hammock Road	Charlemagne Boulevard	County Barn Road	4D	517	D	E	1,800	940	920	20	2.13%	59	999	801	55.5%	B		
74.0	17		CR864	Rattlesnake Hammock Road	County Barn Road	Santa Barbara Boulevard	4D	534	D	E	1,900	900	840	60	6.67%	74	974	926	51.3%	B		
75.0	77		CR864	Rattlesnake Hammock Road	Santa Barbara Boulevard	Collier Boulevard	6D	518	E	W	2,900	720	770	-50	-6.94%	157	877	2023	30.2%	B		
76.0	56	EC-TCMA		Santa Barbara Boulevard	Green Boulevard	Golden Gate Parkway	4D	529	D	N	2,100	1570	1530	40	2.55%	14	1584	516	75.4%	C		
77.0	56	EC-TCMA		Santa Barbara Boulevard	Golden Gate Parkway	Radio Road	6D	528	E	N	3,100	2100	2060	40	1.90%	52	2152	948	69.4%	C		
78.0	56	EC-TCMA		Santa Barbara Boulevard	Radio Road	Davis Boulevard	6D	537	E	N	3,100	1720	1560	160	9.30%	226	1946	1154	62.8%	C		
79.0				Santa Barbara Boulevard	Davis Boulevard	Rattlesnake-Hammock Road	6D	702	E	S	3,100	1010	1000	10	0.99%	319	1329	1771	42.9%	B		
80.0			SR29	SR 29	US 41 (Tamiami Trail)	CR 837 (Janes Scenic Dr)	2U	615A	D	N	900	160	170	-10	-6.25%	0	160	740	17.8%	B		
81.0			SR29	SR 29	CR 837 (Janes Scenic Dr)	I-75	2U	615A	D	N	900	160	170	-10	-6.25%	0	160	740	17.8%	B		
82.0			SR29	SR 29	I-75	Oil Well Road	2U	615A	D	N	900	160	170	-10	-6.25%	67	227	673	25.2%	B		
83.0			SR29	SR 29	Oil Well Road	CR 29A South	2U	665A	D	N	900	530	480	50	9.43%	118	648	252	72.0%	C		
84.0			SR29	SR 29	CR 29A South	9th Street	4D	664	D	W	1,700	560	610	-50	-8.93%	201	761	939	44.8%	B		
85.0			SR29	SR 29	9th Street	CR 29A North	2U	663	D	S	900	690	660	30	4.35%	146	836	64	92.9%	D		2028
86.0			SR29	SR 29	CR 29A North	SR 82	2U	663	D	S	900	690	660	30	4.35%	68	758	142	84.2%	D		2033
87.0			SR29	SR 29	Hendry County Line	SR 82	2U	591A	D	S	800	300	300	0	0.00%	10	310	490	38.8%	B		
88.0			SR82	SR 82	Lee County Line	SR 29	2U	661A	D	S	800	950	958	-8	-0.84%	55	1005	(205)	125.6%	F	Existing	Existing
91.0	43	TCEA	US41	Tamiami Trail East	Davis Boulevard	Airport Road	6D	545	E	E	2,900	1700	1730	-30	-1.76%	200	1900	1000	65.5%	C		

Bayshore Gateway Triangle Local Redevelopment Advisory Board

Collier County Community Redevelopment Agency (CRA)

AGENDA

Hybrid Virtual Zoom Regular Meeting
4870 Bayshore Drive FGCU Buehler Auditorium

July 9, 2024
6:00 PM

Chairwoman Karen Beatty
Maurice Gutierrez, Kristin Hood, Steve Rigsbee,
Sam Saad, Jr., Al Schantzen, Michael Sherman, James Talano, Vacant

1. Meeting Called to Order
2. Roll Call
3. Invocation & Pledge of Allegiance
4. Introduction of New Assistant CRA Director, Christie Betancourt
5. Adoption of the Agenda Action Item
6. Public to be Heard (Non-Agenda Items)
7. Consent Agenda (Attachment 1) Action Item
   a. June 4, Meeting Minutes
   b. Financials
8. Community and Staff Presentations:
   a. Public Safety Report by Sheriff's Office
   b. Connecticut/Shadowlawn Development – Mike Whalen (Attachment 2)
   c. 3010 Tamiami Trail E (Attachment 3)
   d. Development Report by Laura DeJohn, Johnson Engineering (Attachment 4)
9. Old Business
10. New Business
    a. Bonnie Hawley Advisory Board Application (Attachment 5)
11. Advisory Board and General Communications
    a. Code Enforcement (Attachment 6)
    b. Public Comments
    c. Correspondence
    d. CRA Staff
       i. Joint Workshop Presentation Discussion
       ii. Christmas Decorations Update
       iii. Projects Report (Attachment 7)
    e. Advisory Board
       i. Shadowlawn Corridor Presentation, Kristin Hood (Attachment 8)

12. Next Meeting
    a. BCC/CRA/MSTU Joint Workshop 7/23/24 TBD
    b. October 1, 2024 @ 6 p.m.
13. Adjournment

June 4, 2024, Meeting Minutes Item 7a-Attachment 1

BAYSHORE/GATEWAY TRIANGLE LOCAL REDEVELOPMENT ADVISORY BOARD COLLIER COUNTY COMMUNITY REDEVELOPMENT AGENCY (CRA) MINUTES OF THE JUNE 4, 2024, MEETING

The meeting of the Bayshore/Gateway Triangle Local Redevelopment Advisory Board (CRA) was called to order by Chairwomen, Karen Beatty, at 6:03 p.m.

I. **Meeting Called to Order:** Meeting called to order by Karen Beatty.

II. **Invocation & Pledge of Allegiance**

III. **Roll Call:** Advisory Board Members Present: Karen Beatty, Maurice Gutierrez, Al Schantzen, Kristin Hood, Kathi Kilburn, Mike Sherman, James Talano, Sam Saad and Steve Rigsbee.

IV. **Adoption of Agenda:** Al Schantzen made a motion to adopt the agenda, second by Steve Rigsbee, approved unanimously.

V. **Public to be Heard (Non-Agenda Items)-** Siobhan Cleveland owner of the Real Macaw attended to provide history to the new Director and the advisory boards of the CRA/MSTU when they approved unanimously to the commitment to pay for shipping and maintenance of the Macaw sculpture at the CRA Parking lot and with all of the community's support as well as how long this has been put on hold for.

VI. **Approval of Consent Agenda:** Al Schantzen made a motion to approve the consent agenda, second by Kristin Hood, approved unanimously.

VII. **Community and Staff Presentations:**

a. **Public Safety Report by Sheriff's Office** – Collier County Sherriff Department – Follow Ups- Sgt Tuff reported on June 12 there will be agencies reaching out to the unhoused population to offer assistance on relocation by providing Bus Tickets out of town, available housing placement and other assistance programs by homeless coalition, he requested to be notified of locations where transients are hanging out. Ms. Garcia will provide the locations on a spreadsheet if community members email the locations to Ms. Garcia.

b. **Development Report -** Laura DeJohn will keep updating the Columbia Sussex Project on Palm and Frederick and also 3010 Tamiami Trail E. - also Shadowlawn/Connecticut Project PL20230013981 requested to come and present their project in front of the CRA Advisory Board so discussion ensued to approve having a July 9th meeting and take August and September off since they need to have the BCC Joint Workshop on July 23 anyway. The consensus of the board approved the

suggestion. Sam Saad wanted to update the Metropolitan Naples project that they will not be putting signage as previously requested on the planning projects list.

VIII. Old Business

IX. New Business

a. **Crosswalks Update**- Tami Scott provided the update on Crosswalks, explained criteria, wants to ask for recommended locations, and asked for volunteers to do a pedestrian count prior to paying a consultant. Ms. Garcia suggested getting a laser pedestrian counter that is sold on the internet and installing it at a location with heavy pedestrian traffic, Laura DeJohn recommended using Blue Zones because they have those pedestrian counters, and they would probably partner with CRA staff to do the count. Ms. Scott said she would reach out to Blue Zones and find out if they would partner and provide the counter.

X. Advisory Board and General Communications

a. **Code Enforcement**- John Johnson – Collier County Code Enforcement- John Johnson asked if anyone had any questions, there was contentious language on a flagpole on a residential property that did not have a permit but the language used to hang on the flag pole is allowed to be used under free speech, but the unpermitted flag pole was removed. Al Schantzen asked if he wanted to update everyone on the new staff Code received. Mr. Johnson updated that DAS Investigators, Contractor Licensing is all under Code Enforcement now but that his team is still understaffed.
b. **Correspondence**
c. **CRA Staff** - Tami Scott updated the 17 acre project and provided the timeline of bidding out for construction. Al Schantzen was confused and didn't remember selecting all of the materials for the boardwalk, Ms. Scott reminded the board that all the materials will be on an add alternates list and she will bring back the project after the contractor is selected and provide the list of materials with prices and allow the board to choose all of their materials except for the pilings.
d. Advisory Board Comments

XI. Next Meeting: July 9, 2024; 6:00 p.m.

XII. Adjournment: Meeting adjourned at 8:00 p.m.

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Chair, Karen Beatty

Fund 1020 Bayshore/Gateway Triangle

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI			**113,969.75**	**469,870.90-**	**355,901.15**
1020000000 BAYSHORE/GATEWAY TRIANGLE REDEVELOP			**113,969.75**	**469,870.90-**	**355,901.15**
REVENUE Sub Total	**3,835,700.00-**	**3,852,426.00-**		**3,624,438.66-**	**227,987.34-**
REVENUE - OPERATING Sub-Total	**20,000.00-**	**20,000.00-**		**40,338.66-**	**20,338.66**
361170 OVERNIGHT INTEREST				30,661.43-	30,661.43
361180 INVESTMENT INTEREST	20,000.00-	20,000.00-		9,677.23-	10,322.77-
CONTRIBUTION AND TRANSFERS Sub-Total	**3,815,700.00-**	**3,832,426.00-**		**3,584,100.00-**	**248,326.00-**
410001 TRANSFER FROM 0001 GENERAL FUND	2,920,500.00-	2,920,500.00-		2,920,500.00-	
411011 TRANSFER FROM 1011 UNINC AREA MSTD GENERAL	663,600.00-	663,600.00-		663,600.00-	
487999 REIMBURSEMENT INTERDEPARTMENTAL	232,600.00-	232,600.00-			232,600.00-
489201 CARRY FORWARD OF ENCUMB AMT BY ADC CODE		16,726.00-			16,726.00-
489900 NEGATIVE 5% ESTIMATED REVENUES	1,000.00	1,000.00			1,000.00
EXPENSE Sub Total	**3,835,700.00**	**3,852,426.00**	**113,969.75**	**3,154,567.76**	**583,888.49**
PERSONAL SERVICE	**581,900.00**	**581,900.00**	**15,529.25**	**260,938.32**	**305,432.43**
OPERATING EXPENSE	**543,200.00**	**559,926.00**	**98,440.50**	**246,129.44**	**215,356.06**
631990 OTHER PROFESSIONAL FEES				762.00	762.00-
634210 IT OFFICE AUTOMATION ALLOCATION	14,800.00	14,800.00	3,700	11,100.00	
634970 INDIRECT COST REIMBURSEMENT	68,400.00	68,400.00		68,400.00	
634980 INTERDEPT PAYMENT FOR SERV	82,200.00	82,200.00		62,150.00	20,050.00
634990 LANDSCAPE INCIDENTALS	13,000.00	13,000.00		1,445.88	11,554.12
634999 OTHER CONTRACTUAL SERVICES	88,400.00	105,126.00	76,054.00	40,461.93	11,389.93-
639967 TEMPORARY LABOR	148,000.00	148,000.00			148,000.00
640300 OUT OF COUNTY TRAVEL PROFESSIONAL DEVEL	8,000.00	8,000.00		3,444.92	4,555.08
640410 MOTOR POOL RENTAL CHARGE				751.40	751.40-
641230 TELEPHONE ACCESS CHARGES	1,800.00	1,800.00		754.68	1,045.32
641700 CELLULAR TELEPHONE	2,200.00	2,200.00		1,219.30	980.70
641950 POSTAGE FREIGHT AND UPS	500.00	500.00			500.00
641951 POSTAGE	2,000.00	2,000.00			2,000.00
643100 ELECTRICITY	3,000.00	3,000.00	917.51	582.49	1,500.00
643300 TRASH AND GARBAGE DISPOSAL				1,771.94	1,771.94-
643400 WATER AND SEWER	6,500.00	6,500.00	1,010.21	1,039.79	4,450.00
644620 LEASE EQUIPMENT	3,500.00	3,500.00	954.84	954.84	1,590.32
645100 INSURANCE GENERAL	3,500.00	3,500.00	875.00	2,625.00	
645260 AUTO INSURANCE	500.00	500.00	125.00	375.00	
646180 BUILDING R AND M ISF BILLINGS	2,000.00	2,000.00			2,000.00
646317 FENCING MAINTENANCE				3,616.04	3,616.04-
646320 LANDSCAPE MATERIALS	10,000.00	10,000.00			10,000.00
646360 MAINTENANCE OF GROUNDS ALLOCATED	15,000.00	15,000.00	3,500.00	9,100.00	2,400.00
646430 FLEET MAINT ISF LABOR AND OVERHEAD	200.00	200.00		128.00	72.00
646440 FLEET MAINT ISF PARTS AND SUBLET				36.99	36.99-
646445 FLEET NON MAINT ISF PARTS AND SUBLET	100.00	100.00			100.00
646970 OTHER EQUIP REPAIRS AND MAINTENANCE				2,002.28	2,002.28-
647110 PRINTING AND OR BINDING OUTSIDE VENDORS	2,500.00	2,500.00		5,410.09	2,910.09-
648170 MARKETING AND PROMOTIONAL	19,500.00	19,500.00		3,400.00	16,100.00

Fund 1020 Bayshore/Gateway Triangle

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
648174 REGISTRATION FEES	1,000.00	1,000.00		1,560.00	560.00-
649030 CLERKS RECORDING FEES ETC	1,000.00	1,000.00		3,494.84	2,494.84-
649100 LEGAL ADVERTISING	4,500.00	4,500.00	1,600.00		2,900.00
649990 OTHER MISCELLANEOUS SERVICES	1,000.00	1,000.00			1,000.00
651110 OFFICE SUPPLIES GENERAL	2,000.00	2,000.00	76.85	1,638.13	285.02
651210 COPYING CHARGES	2,600.00	2,600.00	1,029.20	2,170.80	600.00-
651910 MINOR OFFICE EQUIPMENT	2,000.00	2,000.00			2,000.00
651930 MINOR OFFICE FURNITURE	2,000.00	2,000.00			2,000.00
651950 MINOR DATA PROCESSING EQUIPMENT	10,500.00	10,500.00			10,500.00
652110 CLOTHING AND UNIFORM PURCHASES	500.00	500.00			500.00
652140 PERSONAL SAFETY EQUIPMENT				104.24	104.24-
652210 FOOD OPERATING SUPPLIES	1,500.00	1,500.00		181.98	1,318.02
652490 FUEL AND LUBRICANTS ISF BILLINGS	1,000.00	1,000.00		356.87	643.13
652920 COMPUTER SOFTWARE	3,000.00	3,000.00			3,000.00
652990 OTHER OPERATING SUPPLIES	4,500.00	4,500.00	8,591.55	14,616.48	18,708.03-
652999 PAINTING SUPPLIES	1,500.00	1,500.00			1,500.00
653710 TRAFFIC SIGNS	500.00	500.00			500.00
654110 BOOKS PUBLICATIONS AND SUBSCRIPTIONS	500.00	500.00	6.34	473.53	20.13
654210 DUES AND MEMBERSHIPS	4,000.00	4,000.00			4,000.00
654360 OTHER TRAINING EDUCATIONAL EXPENSES	4,000.00	4,000.00			4,000.00
CAPITAL OUTLAY	**33,500.00**	**33,500.00**			**33,500.00**
764990 OTHER MACHINERY AND EQUIPMENT	33,500.00	33,500.00			33,500.00
TRANSFERS	**2,647,500.00**	**2,647,500.00**		**2,647,500.00**	
911021 TRANSFER TO 1021 BAYSHORE CRA PROJECT FUND	2,647,500.00	2,647,500.00		2,647,500.00	
RESERVES	**29,600.00**	**29,600.00**			**29,600.00**
991000 RESERVE FOR CONTINGENCIES	29,600.00	29,600.00			29,600.00

Fund 1021 Bayshore CRA Projects

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI			**1,137,718.32**	**2,604,064.97-**	**1,466,346.65**
1021000000 BAYSHORE CRA PROJECT FUND			**1,137,718.32**	**2,604,064.97-**	**1,466,346.65**
REVENUE Sub Total	**2,670,900.00-**	**14,965,653.61-**		**2,901,083.83-**	**12,064,569.78-**
REVENUE - OPERATING Sub-Total	**24,600.00-**	**24,600.00-**		**253,583.83-**	**228,983.83**
361170 OVERNIGHT INTEREST				198,417.51-	198,417.51
361180 INVESTMENT INTEREST	24,600.00-	24,600.00-		52,166.32-	27,566.32
369802 REIMBURSE FOR CURRENT YEAR EXPENDITURES				3,000.00-	3,000.00
CONTRIBUTION AND TRANSFERS Sub-Total	**2,646,300.00-**	**14,941,053.61-**		**2,647,500.00-**	**12,293,553.61-**
411020 TRANSFER FROM 1020 BAYSHORE/GATEWAT TRIANGLE REDEV	2,647,500.00-	2,647,500.00-		2,647,500.00-	
489201 CARRY FORWARD OF ENCUMB AMT BY ADC CODE		12,294,753.61-			12,294,753.61-
489900 NEGATIVE 5% ESTIMATED REVENUES	1,200.00	1,200.00			1,200.00
EXPENSE Sub Total	**2,670,900.00**	**14,965,653.61**	**1,137,718.32**	**297,018.86**	**13,530,916.43**
OPERATING EXPENSE	**720,900.00**	**4,098,907.13**	**1,028,610.21**	**201,968.19**	**2,868,328.73**
631401 ENGINEERING FEES DESIGN	511,200.00	463,097.54	104,145.23	105,294.31	253,658.00
634980 INTERDEPT PAYMENT FOR SERV				13,728.77	13,728.77-
634999 OTHER CONTRACTUAL SERVICES	209,700.00	3,520,841.26	862,725.76	29,716.00	2,628,399.50
639990 OTHER CONTRACTUAL SERVICE		114,968.33	61,739.22	53,229.11	
CAPITAL OUTLAY	**1,750,000.00**	**8,561,322.45**	**109,108.11**	**65,050.67**	**8,387,163.67**
762200 BUILDING IMPROVEMENTS		9,230.00		9,230.00	
763100 IMPROVEMENTS GENERAL	1,750,000.00	8,552,092.45	109,108.11	55,820.67	8,387,163.67
GRANTS AND DEBT SERVICE	**200,000.00**	**965,424.03**		**30,000.00**	**935,424.03**
882100 REMITTANCES PRIVATE ORGANIZATIONS	200,000.00	450,000.00			450,000.00
884200 RESIDENTIAL REHAB		515,424.03		30,000.00	485,424.03
RESERVES		**1,340,000.00**			**1,340,000.00**
998900 RESERVE FOR PROJECT CLOSEOUT		1,340,000.00			1,340,000.00

Fund 1021 Project 50197 Residential Grants

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**196,422.50**			**196,422.50**
50197 BAYSHORE CRA PROJECT FUND		**196,422.50**			**196,422.50**
EXPENSE Sub Total		**196,422.50**			**196,422.50**
GRANTS AND DEBT SERVICE		**196,422.50**			**196,422.50**
884200 RESIDENTIAL REHAB		196,422.50			196,422.50

Fund 1021 Project 50198 Commercial Grants

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**319,001.53**		**30,000.00**	**289,001.53**
50198 BAYSHORE CRA PROJECT FUND		**319,001.53**		**30,000.00**	**289,001.53**
EXPENSE Sub Total		**319,001.53**		**30,000.00**	**289,001.53**
GRANTS AND DEBT SERVICE		**319,001.53**		**30,000.00**	**289,001.53**
884200 RESIDENTIAL REHAB		319,001.53		30,000.00	289,001.53

Fund 1021 Bayshore CRA Projects
Fund 1021 Project 50203 Stormwater

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI	**961,200.00**	**3,839,548.84**	**264,888.53**	**135,010.31**	**3,439,650.00**
50203 BAYSHORE CRA PROJECT FUND	**961,200.00**	**3,839,548.84**	**264,888.53**	**135,010.31**	**3,439,650.00**
EXPENSE Sub Total	**961,200.00**	**3,839,548.84**	**264,888.53**	**135,010.31**	**3,439,650.00**
OPERATING EXPENSE	**511,200.00**	**699,714.84**	**264,888.53**	**135,010.31**	**299,816.00**
631401 ENGINEERING FEES DESIGN	511,200.00	463,097.54	104,145.23	105,294.31	253,658.00
634980 INTERDEPT PAYMENT FOR SERV					
634999 OTHER CONTRACTUAL SERVICES		236,617.30	160,743.30	29,716.00	46,158.00
CAPITAL OUTLAY	**450,000.00**	**3,139,834.00**			**3,139,834.00**
763100 IMPROVEMENTS GENERAL	450,000.00	3,139,834.00			3,139,834.00

Fund 1021 Project 50204 Linwood

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**800,000.00**			**800,000.00**
50204 BAYSHORE CRA PROJECT FUND		**800,000.00**			**800,000.00**
EXPENSE Sub Total		**800,000.00**			**800,000.00**
OPERATING EXPENSE		**350,000.00**			**350,000.00**
634999 OTHER CONTRACTUAL SERVICES		350,000.00			350,000.00
CAPITAL OUTLAY		**450,000.00**			**450,000.00**
763100 IMPROVEMENTS GENERAL		450,000.00			450,000.00

Fund 1021 Project 50206 Ackerman-Dells

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**615,756.50**	**12,679.00**		**603,077.50**
50206 BAYSHORE CRA PROJECT FUND		**615,756.50**	**12,679.00**		**603,077.50**
EXPENSE Sub Total		**615,756.50**	**12,679.00**		**603,077.50**
OPERATING EXPENSE		**12,679.00**	**12,679.00**		
634980 INTERDEPT PAYMENT FOR SERV					
634999 OTHER CONTRACTUAL SERVICES		12,679.00	12,679.00		
CAPITAL OUTLAY		**603,077.50**			**603,077.50**
763100 IMPROVEMENTS GENERAL		603,077.50			603,077.50

Fund 1021 Project 50207 Bayshore Parking Lot

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**64,586.31**			**64,586.31**
50207 BAYSHORE CRA PROJECT FUND		**64,586.31**			**64,586.31**
EXPENSE Sub Total		**64,586.31**			**64,586.31**
CAPITAL OUTLAY		**64,586.31**			**64,586.31**
763100 IMPROVEMENTS GENERAL		64,586.31			64,586.31

Fund 1021 Bayshore CRA Projects

Fund 1021 Project 50208 17 Acre Site

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI	**1,000,000.00**	**3,714,513.97**	**61,739.22**	**63,645.48**	**3,589,129.27**
50208 BAYSHORE CRA PROJECT FUND	**1,000,000.00**	**3,714,513.97**	**61,739.22**	**63,645.48**	**3,589,129.27**
EXPENSE Sub Total	**1,000,000.00**	**3,714,513.97**	**61,739.22**	**63,645.48**	**3,589,129.27**
OPERATING EXPENSE		**803,275.93**	**61,739.22**	**63,645.48**	**677,891.23**
634980 INTERDEPT PAYMENT FOR SERV				13,728.77	13,728.77-
634999 OTHER CONTRACTUAL SERVICES		691,620.00			691,620.00
639990 OTHER CONTRACTUAL SERVICE		111,655.93	61,739.22	49,916.71	
CAPITAL OUTLAY	**1,000,000.00**	**2,911,238.04**			**2,911,238.04**
763100 IMPROVEMENTS GENERAL	1,000,000.00	2,911,238.04			2,911,238.04

Fund 1021 Project 50254 Commercial

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**125,000.00**			**125,000.00**
50254 BAYSHORE CRA PROJECT FUND		**125,000.00**			**125,000.00**
EXPENSE Sub Total		**125,000.00**			**125,000.00**
OPERATING EXPENSE		**125,000.00**			**125,000.00**
634999 OTHER CONTRACTUAL SERVICES		125,000.00			125,000.00

Fund 1021 Project 50255 Public Art

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**200,000.00**			**200,000.00**
50255 BAYSHORE CRA PROJECT FUND		**200,000.00**			**200,000.00**
EXPENSE Sub Total		**200,000.00**			**200,000.00**
CAPITAL OUTLAY		**200,000.00**			**200,000.00**
763100 IMPROVEMENTS GENERAL		200,000.00			200,000.00

Fund 1021 Project 50256 Commun. Safety Improve

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**135,899.00**			**135,899.00**
50256 BAYSHORE CRA PROJECT FUND		**135,899.00**			**135,899.00**
EXPENSE Sub Total		**135,899.00**			**135,899.00**
CAPITAL OUTLAY		**135,899.00**			**135,899.00**
763100 IMPROVEMENTS GENERAL		135,899.00			135,899.00

Fund 1021 Project 50258 General Rd Improve

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI	**509,700.00**	**1,009,700.00**	**164,070.11**	**54,254.39**	**791,375.50**
50258 BAYSHORE CRA PROJECT FUND	**509,700.00**	**1,009,700.00**	**164,070.11**	**54,254.39**	**791,375.50**
EXPENSE Sub Total	**509,700.00**	**1,009,700.00**	**164,070.11**	**54,254.39**	**791,375.50**
OPERATING EXPENSE	**209,700.00**	**459,700.00**	**77,324.50**		**382,375.50**
634999 OTHER CONTRACTUAL SERVICES	209,700.00	459,700.00	77,324.50		382,375.50
CAPITAL OUTLAY	**300,000.00**	**550,000.00**	**86,745.61**	**54,254.39**	**409,000.00**
763100 IMPROVEMENTS GENERAL	300,000.00	550,000.00	86,745.61	54,254.39	409,000.00

Fund 1021 Bayshore CRA Projects

Fund 1021 Project 50259 Multi-Modal Improve

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**150,000.00**			**150,000.00**
50259 BAYSHORE CRA PROJECT FUND		**150,000.00**			**150,000.00**
EXPENSE Sub Total		**150,000.00**			**150,000.00**
CAPITAL OUTLAY		**150,000.00**			**150,000.00**
763100 IMPROVEMENTS GENERAL		150,000.00			150,000.00

Fund 1021 Project 50261 Housing

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**295,200.00**		**3,000.00-**	**298,200.00**
50261 BAYSHORE CRA PROJECT FUND		**295,200.00**		**3,000.00-**	**298,200.00**
REVENUE Sub Total				**3,000.00-**	**3,000.00**
REVENUE - OPERATING Sub-Total				**3,000.00-**	**3,000.00**
369802 REIMBURSE FOR CURRENT YEAR EXPENDITURES				3,000.00-	3,000.00
EXPENSE Sub Total		**295,200.00**			**295,200.00**
OPERATING EXPENSE		**295,200.00**			**295,200.00**
634999 OTHER CONTRACTUAL SERVICES		295,200.00			295,200.00

Fund 1021 Project 50262 N Bayshore Enhance

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**689,924.96**	**11,978.96**		**677,946.00**
50262 BAYSHORE CRA PROJECT FUND		**689,924.96**	**11,978.96**		**677,946.00**
EXPENSE Sub Total		**689,924.96**	**11,978.96**		**677,946.00**
OPERATING EXPENSE		**429,924.96**	**11,978.96**		**417,946.00**
634999 OTHER CONTRACTUAL SERVICES		429,924.96	11,978.96		417,946.00
CAPITAL OUTLAY		**260,000.00**			**260,000.00**
763100 IMPROVEMENTS GENERAL		260,000.00			260,000.00

Fund 1021 Project 50263 Complete Streets

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**100,000.00**	**22,362.50**	**14,108.68**	**63,528.82**
50263 BAYSHORE CRA PROJECT FUND		**100,000.00**	**22,362.50**	**14,108.68**	**63,528.82**
EXPENSE Sub Total		**100,000.00**	**22,362.50**	**14,108.68**	**63,528.82**
OPERATING EXPENSE		**3,312.40**		**3,312.40**	
639990 OTHER CONTRACTUAL SERVICE		3,312.40		3,312.40	
CAPITAL OUTLAY		**96,687.60**	**22,362.50**	**10,796.28**	**63,528.82**
762200 BUILDING IMPROVEMENTS		9,230.00		9,230.00	
763100 IMPROVEMENTS GENERAL		87,457.60	22,362.50	1,566.28	63,528.82

Fund 1021 Bayshore CRA Projects

Fund 1021 Project 50270 Mini-Triangle TIF Agreement

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI	**200,000.00**	**1,050,000.00**	**600,000.00**		**450,000.00**
50270 BAYSHORE CRA PROJECT FUND	**200,000.00**	**1,050,000.00**	**600,000.00**		**450,000.00**
EXPENSE Sub Total	**200,000.00**	**1,050,000.00**	**600,000.00**		**450,000.00**
OPERATING EXPENSE		**600,000.00**	**600,000.00**		
634999 OTHER CONTRACTUAL SERVICES		600,000.00	600,000.00		
CAPITAL OUTLAY					
763100 IMPROVEMENTS GENERAL					
GRANTS AND DEBT SERVICE	**200,000.00**	**450,000.00**			**450,000.00**
882100 REMITTANCES PRIVATE ORGANIZATIONS	200,000.00	450,000.00			450,000.00

Fund 1021 Project 50271 Neighborhood Initiative

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		**320,100.00**			**320,100.00**
50271 BAYSHORE CRA PROJECT FUND		**320,100.00**			**320,100.00**
EXPENSE Sub Total		**320,100.00**			**320,100.00**
OPERATING EXPENSE		**320,100.00**			**320,100.00**
634999 OTHER CONTRACTUAL SERVICES		320,100.00			320,100.00

Andres Boral, State of Florida, Professional Engineer, License No. 80373. This item has been electronically signed and sealed by Andres Boral, PE on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROPOSED BUILDING

THREE (3) STORY
BUILDING A (4 UNITS) (19,352 SF)

GROUND FLOOR = 6,296 SF

1ST FLOOR = 6,528 SF

2ND FLOOR = 6,528 SF

THREE (3) STORY
BUILDING B (5 UNITS) (24,375 SF)

1ST FLOOR = 7,925 SF

2ND FLOOR = 8,225 SF

3RD FLOOR = 8,225 SF

RESTROOMS (300 SF)

PARKING REQUIREMENTS

MULTI-FAMILY DWELLINGS,
2 SPACES PER UNIT

SWIMMING POOL,
1 PER 75 S.F. OF WATER AREAS FOR THE FIRST 1,000 S.F.

SMALL-SCALE RECREATION FACILITY
25% OF NORMAL REQ. (3 PER COURT)

9 UNITS PROPOSED
1,000 SF OF WATER
2 PICKLEBALL COURTS

9 UNITS X 2 SPACES = 18 SPACES

1,000/75 X 1 SPACE = 13 SPACES
2 COURTS X 3 SPACES = 6 SPACES
13 SPACES + 6 SPACES = 19 SPACES
19 SPACES X 0.25 = 5 SPACES

REQ'D. PARKING = 23 SPACES
PROP'D. PARKING = *20 SPACES
(INCLUDES 1 H/C)

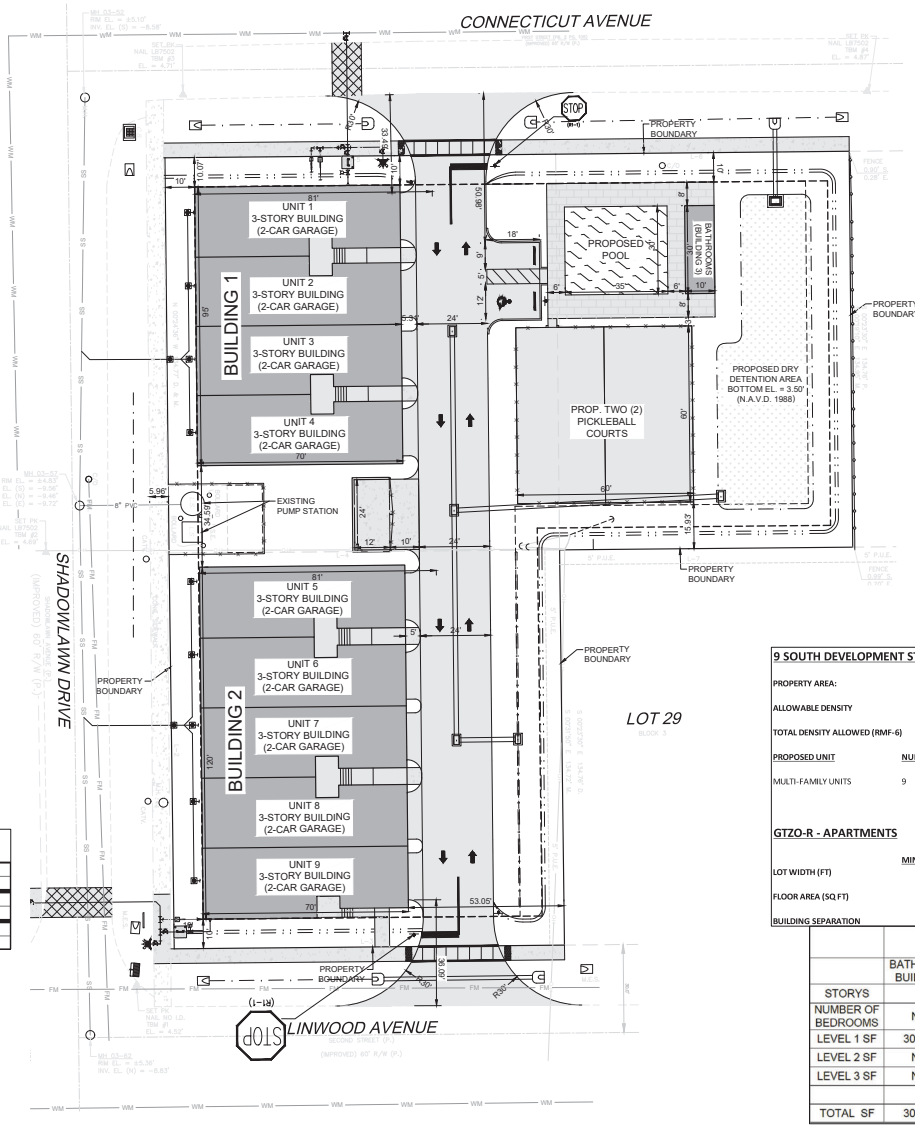
*SEE PL20240004639 (APR)

BUILDING SETBACKS

REQUIRED	PROVIDED		LANDSCAPE BUFFERS REQUIRED	PROVIDED
10'	10.05'	NORTH (FRONT):	10' TYPE D	10'
10'	10'	SOUTH (FRONT):	10' TYPE D	10'
7.5'	52.93'	EAST (SIDE):	15' TYPE B	15'
10'	10'	WEST (FRONT):	10' TYPE D	10'

PROJECT AREA BREAKDOWN

	SQUARE FEET	ACRES	PERCENTAGE
TOTAL	50,144	1.151	100.00%
BUILDINGS	15,053	0.346	30.02%
PAVEMENT/CONCRETE	13,931	0.320	27.78%
IMPERVIOUS	28,984	0.665	57.80%
PERVIOUS	21,160	0.486	42.20%



DENSITY CALCULATIONS

DENSITY IS BASED ON UNDERLYING ZONE DISTRICT (RMF-6)

PER LDC 2.05.01.A:
RMF-6 = 6 UNITS PER GROSS ACRE
1.15 ACRES X 6 UNITS = 6.9 UNITS

MAX. ALLOWED UNITS = 7 UNITS
PROPOSED UNITS = 9 UNITS

NOTES:

1. THE APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT AUTHORIZE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EASEMENT OF RECORD.
2. SIGNS WILL BE APPROVED AND PERMITTED SEPARATELY.

9 SOUTH DEVELOPMENT STANDARDS TABLE

PROPERTY AREA:			1.15 AC
ALLOWABLE DENSITY			6 /AC
TOTAL DENSITY ALLOWED (RMF-6)			6.91 UNITS
PROPOSED UNIT	NUMBER OF UNITS	DENSITY COUNT	TOTAL DENSITY PROPOSED
MULTI-FAMILY UNITS	9	1	9
		GRAND TOTAL	9

GTZO-R - APARTMENTS

	MIN. REQUIRED	PROPOSED
LOT WIDTH (FT)	100	133.05
FLOOR AREA (SQ.FT)	750	4,838
BUILDING SEPARATION	10	34.59

UNIT BREAKDOWN

	BATHROOM BUILDING	UNIT TYPE BUILDING A	UNIT TYPE BUILDING B
STORYS	1	3	3
NUMBER OF BEDROOMS	N/A	4	4
LEVEL 1 SF	300 SF	1,574 SF	1,585 SF
LEVEL 2 SF	N/A	1,632 SF	1,645 SF
LEVEL 3 SF	N/A	1,632 SF	1,645 SF
TOTAL SF	300 SF	4,838 SF	4,875 SF

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PRELIMINARY
NOT FOR CONSTRUCTION

ANDRES BORAL, P.E., MBA
LICENSE # 80373 FBPE # 31592
711 5TH AVE SOUTH, SUITE 205, NAPLES FL 34102
ANDRES@BORALENGINEERING.COM
(P) 239-682-0899
WWW.BORALENGINEERING.COM

OWNER:
P. PARADISE COAST DEVELOPMENT, LLC
2400 DAVIS BLVD, SUITE 101
NAPLES, FL 34104

REVISION DESCRIPTION	BY	DATE

PROJECT: 22-143
DATE: 05/23

9 SOUTH
1795 SHADOWLAWN DRIVE
NAPLES, FL 34112

SITE DIMENSION & STRIPING PLAN

SHEET 4 OF 9

LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED 1ST FLOOR ENCLOSED SPACE
- COVERED GROUND FLOOR WALKWAY
- COLUMN
- (X) PROPOSED PARKING STALL COUNT
- FOUNDATION PLANTING AREA
- ROOF OVERHANG FOR FLOORS 2-5
- AREA ZONED MH-BZO-R1
- AREA ZONED C-3 GTZO-MXD

GENERAL NOTES:

1. THE APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT AUTHORIZE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EASEMENTS OF RECORD.
2. ALL CATEGORY 1 INVASIVE EXOTIC PLANTS AS DEFINED BY THE FLORIDA EXOTIC PEST PLANTS COUNCIL, SHALL BE REMOVED FROM WITHIN THE PRESERVE AREAS AND SUBSEQUENT ANNUAL REMOVAL OF THESE PLANTS (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE OWNER.
3. FIRE FIGHTING WATER SUPPLY SHALL BE AVAILABLE PRIOR TO THE PLACEMENT OR STORAGE OF ANY COMBUSTIBLE MATERIALS ON SITE.
4. ALL PROHIBITED NON-NATIVE/EXOTIC VEGETATION AS DEFINED BY THE COLLIER COUNTY LDC SHALL BE REMOVED FROM THE SITE & IT SHALL BE MAINTAINED FREE OF EXOTICS IN PERPETUITY. ALL ANNUAL REMOVAL OF EXOTIC VEGETATION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER
5. THIS SITE PLAN SHALL MEET ALL REQUIREMENTS OF THE COLLIER COUNTY LDC UNLESS VARIANCES WERE OBTAINED PRIOR TO CONSTRUCTION.
6. THE SURFACE WATER MANAGEMENT SYSTEM & ALL INFRASTRUCTURE IMPROVEMENTS AND ONSITE UTILITIES SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
7. THIS PROJECT WILL COMPLY WITH ALL LDC REQUIREMENTS AT TIME OF SUBMITTAL.

BUILDING SETBACKS

	FRONT YARD (NORTH)	SIDE YARD (EAST/WEST)	REAR YARD (SOUTH)
REQUIRED	6.5'	10'	5'
PROVIDED	22.14'	10'/88.36	113.43'

*PER LDC 4.02.16

PLANNING NOTES:

ZONING: C-3-GTZO-MXD & MH-BZO-R1

DEVELOPMENT TYPE/LAND USE: MIXED USE

	REQUIRED	PROVIDED
BUILDING HEIGHT MAXIMUM (ZONED):	56'	56'
MINIMUM LOT AREA:	10,000 SQ. FT.	28,008' SQ. FT.
MINIMUM LOT WIDTH:	100'	139.8' (AVG.)***
MINIMUM BUILDING SEPARATION:	10'	33.44'
PARKING REQUIREMENTS	22 SPACES	23 SPACES
HANDICAP SPACES REQUIRED	1 SPACES	2 SPACES

STRUCTURALLY UNIFIED BUILDINGS
SEE CALCULATIONS BELOW
*** PER LOT WIDTH DEFINITION PROVIDED IN LDC 1.08.00

BASE DENSITY = 1 UNIT PER ACRE
REQUESTING ADDITIONAL DENSITY VIA 'BONUS DENSITY POOL ALLOCATION' FOR A TOTAL DENSITY = 12 UNITS/ACRE
PROPOSED COMMERCIAL ASPECT OF MIXED USE STRUCTURE = 1,103 SQ. FT.
PROPOSED RESIDENTIAL ASPECT OF MIXED USE STRUCTURE = 14,912 SQ. FT.
EXISTING COMMERCIAL SQUARE FOOTAGE = 2,515 SQ. FT.

PARKING REQUIREMENTS:

EXISTING GENERAL OFFICE < 2,515 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
EXISTING GENERAL OFFICE = 2,515 SQ. FT.: 7 SPACES REQUIRED

PROPOSED GENERAL OFFICE < 1,103 SQ. FT. @ 1 SPACE/350 SQ. FT. G.F.A
PROPOSED GENERAL OFFICE = 1,103 SQ. FT.: 3 SPACES REQUIRED

PROPOSED RESIDENTIAL (2ND - 5TH) =
8 - 2 BEDROOM UNITS @ 1.5 SPACES PER UNIT 12 SPACES REQUIRED

OVERALL PARKING REQUIREMENT = 22 SPACES REQUIRED
23 SPACES PROVIDED

HANDICAP SPACES REQUIRED (INCLUDED IN OVERALL PARKING PROVIDED):
1 SPACE TO 25 SPACES: 1 SPACE REQUIRED
2 SPACES PROVIDED

ADJACENT ZONING AND LAND USE

PROPERTY	ZONING	LAND USE
SUBJECT	C-3 GTZO-MXD MH BZO-R1	MIXED USE
N	C-3 GTZO-MXD	TAMIAMI TR.
E	MH BZO-R1	MOBILE HOME
S	MH BZO-R1	MOBILE HOME
W	C-4 BZO-NC	COMMERCIAL

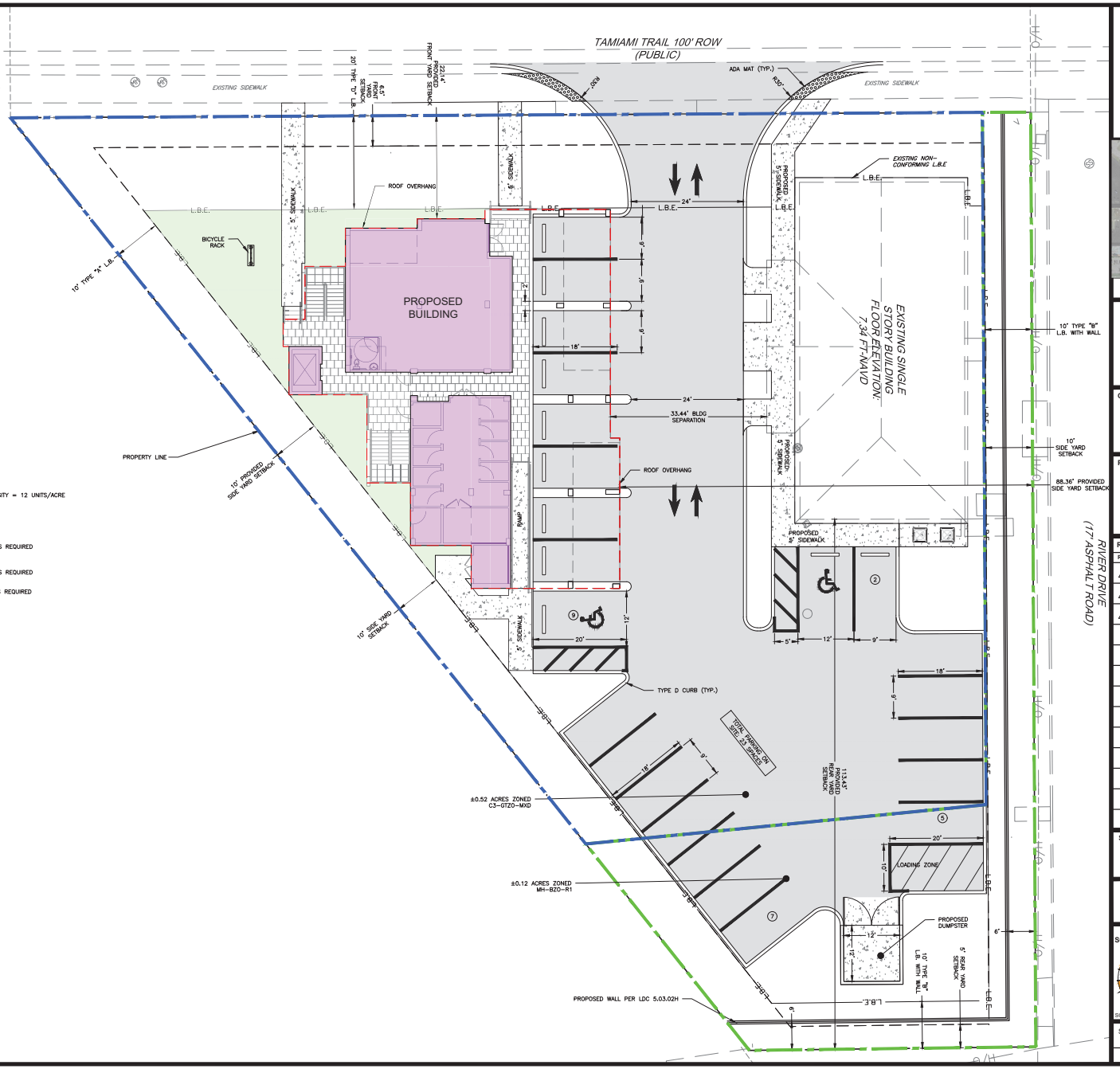
FOUNDATION PLANTING REQUIREMENTS

BUILDING FOOTPRINT AREA = 1,932.3 SQ. FT

PLANTING AREA REQUIRED:

10% OF BUILDING FOOTPRINT = 1,932.3 * 0.1 = 193.2 SQ.FT.

PLANTING AREA PROVIDED = 1,050.8 SQ.FT.



DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00009496



SITE LOCATION MAP

CLIENT:
D&D RETIREMENT TRUST LLC
1100 RAINBOW DR
NAPLES, FL 34104

PROJECT:
TAMIAMI TRAIL EAST (3010)

REVISIONS:

REV.	DATE	DESCRIPTION
1	03/08/2023	REVISED PER CC RAI
2	10/24/2023	REVISED PER CC RAI DATED JUNE 26,2023
3	03/04/2024	REVISED PER CC RAI DATED FEBRUARY 22,2024

SHEET TITLE:
CONCEPT PLAN

PROJECT NO.:
22-0080

SCALE: 1" = 10'

SCALE VALID AT 24X36

JEFF L. DAVIDSON, P.E. NO. 47161
LEE A. DAVIDSON, P.E. NO. 90969
ANDREW E. RATH, P.E. NO. 73996
RYAN A. WHITE, P.E. NO. 67400

SHEET NO: C-20.00

Z:\Active Projects\TAMIAMI TRL E (3010)\Site Civil - MXP\Drawings\C-20.00 - Site Plan.dgn [randavidsonpe] Jul 01, 2024 - 10:19am

Creativity in Bloom

Bayshore Gateway Triangle CRA • Bayshore Beautification MSTU
Haldeman Creek MSTU

July 2024
Development Update

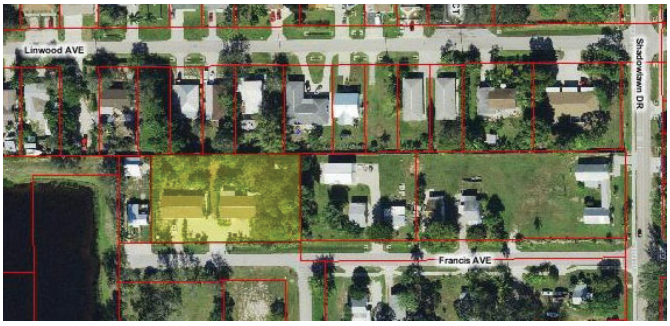
Item 8d-Attachment 4

Please Note: Projects with *and highlight have been updated since the last report
Yellow highlight indicates old project with recent activity; Blue highlight indicates new project;
Red highlight indicates Live Local project

Zoning Petitions

1. 2695 Francis Ave (LDBP): PL20240007240*

Location: 2695 Francis Ave
Owner: 24 HOLDINGS LLC
Status: Pre-application meeting scheduled for 7/10/2024.



Applicant requests 2 units from the Density Bonus Pool for a total of 6 units on a 0.71 acres parcel zoned RMF-6 within the Gateway Triangle Zoning Overlay Residential Sub-District (GTZO-R). The site is developed with 4 units. The Limited Density Bonus Pool Allocation (LDBPA) applicable to this site in the GTZO may allow up to two additional du/ac, subject to requirements. These requests are decided at a Hearing Examiner hearing.

2. 3164 Davis BLVD (APR): PL20240005958*

Location: 3164 Davis Blvd (Stamper Automotive)
Owner: Brad Thompson- Thompson Davis LLC
Status: First applicant submittal on 5/8/2024.
Staff issued first comment letter on 6/6/2024 requesting a narrative, justification and detail of parking reduction request.



Applicant requests an Administrative Parking Reduction for an auto repair and sales business Central Auto Center, Inc.

3. Ascent – Metropolitan Naples Triangle (PDI): PL20240003081

Location: 1950 Mayfair Street (formerly 2054 Davis Blvd)
Owner: Naples Triangle Dev JV PropCo LLC
Status: Changed from SV to PDI. Pre-application meeting held on 5/1/2024.



Request to change the Mini-Triangle MPUD to increase sign size, also considering a projecting sign, on a 15-story mixed-use building.

4. 2998 Poplar St-Dock (VA) PL20240001262 & 2998 Poplar St-Dock (BD) PL20240001265



Location: 2998 Poplar Street
Owner: Steven Veneziano Jr. (per Property Appraiser records on 7/3/2024)
Status: Pre-application meeting held on 2/15/2024.

Applicant is seeking a variance and a boat dock extension to install a 10'x120' floating dock.

5. 1720 Airport Rd S (ZLTR): PL20240000681



Location: 1720 Airport Road S (Murphy Bed Center at corner of Connecticut Ave)
Owner: Colonial Funding Group LLC
Status: First applicant submittal on 1/18/2024, pending fee payment.

The applicant requests a general zoning verification letter.

6. Bayview Drive Rezone (RZ): PL20230016022

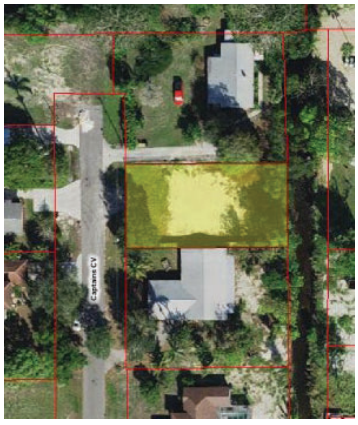


Location: 2643, 2651, 2675 & 2707 Bayview Drive
Owner: 2643 & 2651 Bayview Dr: Joseph A. Buscemi
2675 Bayview Dr: Jack Hail
2707 Bayview Dr: Bloodmoney R/E Holdings LLC
Status: Pre-application meeting held on 11/8/2023.

See also page 10, 2707 & 2675 Bayview Drive (ZLTR): PL20230017449

Applicant requests a rezone for four (4) parcels from RSF-4-BZO-R4 to C-4-BZO-W to allow waterfront development in accordance with LDC Section 2.03.07.I. Bayshore Zoning Overlay District. Staff advised applicant to submit for a ZVL outlining the applicant's questions before the rezoning can be processed.

7. 3313 Captains Cove (LDBPA): PL20230014997



Location: 3313 Captains Cove
Owner: Larsons Green LLC
Status: Zoning Verification Letter issued (PL20220005608) on 9/20/2022 and revised on 10/19/2023. Pre-application meeting held 10/25/2023. Application submitted on 11/9/2023.

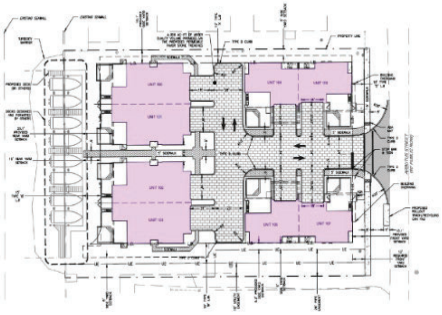
Property is zoned RSF-4-BZO-R1. Applicant owns three parcels at terminus of Captains Cove (3300 Captains Cove is vacant, 3307 Captains Cove is a single family home, 3313 Captains Cove is a cleared lot). Applicant seeks to obtain one unit from the Bonus Pool to construct a duplex at 3313 Captains Cove after lot line adjustment to make the lot +/-0.25 acres. Zoning staff advised a duplex is not eligible for the Bonus Pool, only multifamily or mixed use is eligible. The intention is to obtain one unit from the Limited Bonus Density Pool. The additional unit would allow for the development of a townhouse/duplex project consisting of 2 units, both multi-story with approximately 1,800 square feet under air with single garages.

7. 3313 Captains CV (LLA): PL20230010051

Location: 3313 Captains Cove
Owner: Larsons Green LLC
Status: First applicant submittal on 6/1/2023. Staff issued first comment letter on 9/5/2023. Second applicant submittal on 10/6/2023. Staff issued incomplete submittal letter (survey) on 10/6/2023.

Based on recommendations from Zoning Verification Letter (ZLTR-PL20220005608) density bonus is available to multi-family projects that are less than 2 acres and based on staff review the subject property is eligible to apply. It is the opinion of the staff that if the lot was increased to 0.25 acres through a Lot Line Adjustment, then the property would qualify to build 2 units.

8. Mangrove Row (LDBPA): PL20220004927



Location: 2766 Arbutus Street
Owner: Arbutus Landing LLC
Status: Pre-application meeting held 8/3/22. First applicant submittal on 5/25/2023. Staff issued first comment letter on 6/26/2023. Second applicant submittal on 9/18/2023. Staff issued second comment letter on 10/4/2023. Presented to BGT CRA AB on 1/11/2024. Third applicant submittal on 3/25/2024. Staff issued third comment letter on 4/9/2024.

See also page 5, Mangrove Row (SDP): PL20220003133
Request for the allocation of two units from the Limited Density Bonus Pool to allow for a multifamily residential development with 8 units at 2766 Arbutus Street. This site is approximately 0.98 acres in size and is in the RMF-6-BZO-R1 zoning district which allows for six residential units currently. The parcel ID is 81780400004. Decision will be made by Hearing Examiner.

9. Columbia Sussex CPUD (PUDZ): PL20230008099



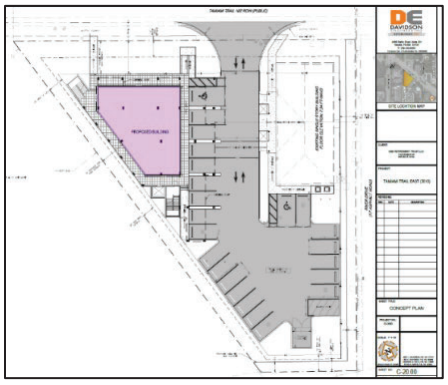
Location: south side of US 41, between Palm Street and Frederick Street (Parcel Nos. 26880200101, 26880240006, 26880280008, 26880320007, 26880400008, 26880440000, 26880480002, 26880560003)
Owner: T B East Trail LLC sold to CP Naples LLC as of 2/22/2024
Status: Pre-application meeting held 5/31/2023. First applicant submittal on 8/10/2023. Staff issued first comment letter on 9/13/2023. Second applicant submittal on 11/27/2023. NIM held on 12/19/2023 at 5:00 pm in the South Regional Library, Meeting Room A (8065 Lely Cultural Pkwy #9005, Naples, FL 34113). Staff issued second comment letter on 1/4/2024. Second NIM held on 2/5/2024 at 5:30 pm at the Botanical Garden FGCU/Buehler Auditorium & presented to BGT CRA AB on 2/8/2024. Third applicant submittal on 3/20/2024. Staff issued third comment letter and signed 2/8/2024 CRA AB meeting minutes on 5/2/2024.

*See also page 5, Naples Hotel (SDP): PL20240007366**
Rezone 4.28 acres+/- from C-4/GTMO-MXD to CPUD/GTMO-MXD. The CPUD is intended for a 483-room hotel with maximum zoned height of 124 feet (actual height 139'-6") or 10 stories (seven floors of hotel rooms above three levels of structured parking), including spa and fitness center, restaurant and bar, conference rooms, ballrooms, a pool deck, and pickle ball.

Applicant indicates in third submittal: "the Applicant's architect has undergone a thoughtful redesign…

which mitigates any potential adverse impacts on the nearby single-family residential homes… The building has been stepped back away from the residential homes and is oriented towards U.S. 41… the step back has been increased significantly such that is is now 114 feet set back from the property line."

10. 3010 Tamiami Trl E (MUP): PL20220006931



Location: 3010 Tamiami Trail E.
Owner: D&D Retirement Trust, LLC
Status: Pre-app meeting held 11/22/2022. First applicant submittal on 1/23/2023. First staff review letter issued on 3/6/2023. Second applicant submittal on 5/22/2023. Second staff review letter issued on 6/27/2023. NIM held on 7/25/2023. Third applicant submittal on 10/27/2023. Third staff review letter issued on 12/5/2023. Presented to BGT CRA AB on 1/11/2024. Fourth applicant submittal on 1/23/2024. Staff reviews finalized as of 3/22/2024; BCC hearing to be scheduled.

See also 3010 Tamiami Trail (APR): PL20240003118 on page 10.* *Staff issued letter on 5/8/2024 denying APR. Staff issued second letter on 6/10/2024 denying revised APR.*

Application for a Mixed-Use Project (MUP). The 0.6-acre parcel is zoned C-3-GTZO-MXD and is in an Activity Center. The pre-existing building (former Pizza Hut) is now commercial office space. Applicant seeks to construct 8 dwelling units with commercial space at ground level and 4 stories of residential, with roof level amenities. Requires 8 units from the density bonus pool.

11. Shadley Property (ZTLR): PL20240007872*



Location: Bayshore Drive (surrounded by the CRA 17-acre site)
Owner: Clyde O Shadley Trust
Applicant: Pacific Horizon Development Corp / Harry Bandinel
Status: Applicant submittal on 6/27/2024.

*See also page 5, Shadley Property (SDP): PL20240006510**

Site is 2.5 acres (roughly 1.5 acres of lake), zoned C-2 / BZO-NC (dry land) which allows mixed use and MH / BZO-NC (lake). Applicant seeks to verify if subdivision of the parcel into 7 fee simple townhome lots is allowed. Proposing 3 story townhomes, approximately 3,000 square feet under air and new turn lane from Bayshore Drive.

Development Review Petitions

8. Mangrove Row (SDP): PL20220003133

Location: 2766 Arbutus Street
Owner: PJ of Naples LLC
Status: Pre-application meeting held 5/4/22. First applicant submittal on 3/12/2024. Additional documents submitted 3/18/2024. Staff issued first comment letter on 4/16/2024.

See also page 3, Mangrove Row (LDBPA): PL20220004927
Request for SDP and Limited Density Bonus Pool Allocation application for a 8-unit townhouse development located on 0.97 acres at 2766 Arbutus Street, Folio 81780400004.

9. Naples Hotel (SDP): PL20240007366*



Location: Parcels between and abutting 1841 Frederick Street and 2096 Tamiami Trail, East (8 parcels total)
Owner: CP Naples LLC as of 2/22/2024
Status: Pre-application meeting on 7/3/2024.

See also page 3, Columbia Sussex CPUD (PUDZ): PL20230008099
The project proposes 350 hotel keys with accessory amenities, structured parking garage, stormwater vault, and supporting infrastructure.

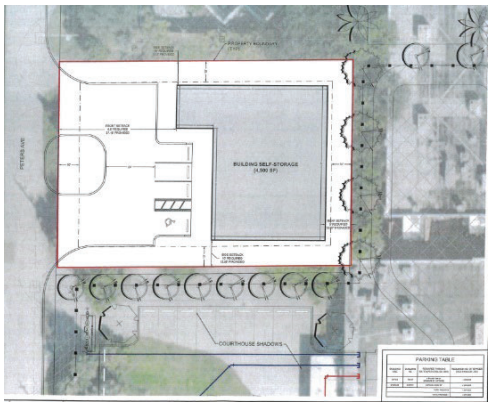
11. Shadley Property (SDP): PL20240006510*



Location: Bayshore Drive (surrounded by the CRA 17-acre site)
Owner: Clyde O Shadley Trust
Applicant: Pacific Horizon Development Corp / Harry Bandinel
Status: Pre-application meeting held on 6/5/2024.

*See also page 4, Shadley Property (ZLTR): PL20240007872**
Applicant proposes detached residential townhomes on 2.5 acres (roughly 1.5 acres of lake). Property is zoned C-2 / BZO-NC (dry land) which allows mixed use and MH / BZO-NC (lake). Pre-application notes state that a Zoning Verification Letter is required. The residential use is permitted, but density must be gained through the density bonus pool.

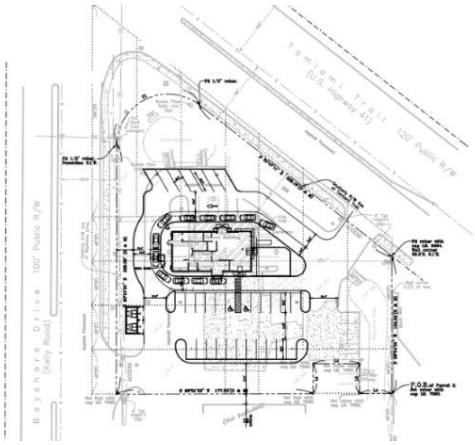
12. 2947 Peters Ave (SDP): PL20240006717*



Location: 2947 Peters Ave
Owner: Cal-German Inc
Status: Pre-application meeting held on 6/13/2024.

Applicant proposes a 4,500-sf car storage building for 4 private auto storage units with upstairs loft/lounge/offices on 0.32 acres zoned C-3/GTZO-MXD. Pre-app notes state this is considered to be Warehouse/Mini-Storage and will require a rezone from C-3 to C-5 to allow Mini-Storage use on the site.

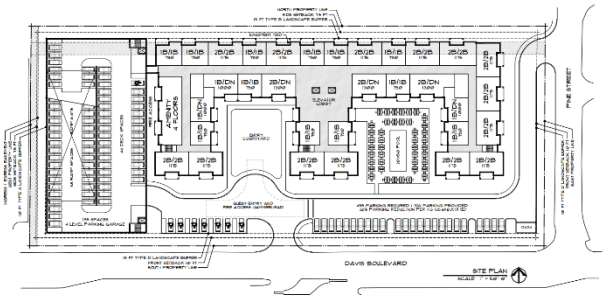
13. Huey Magoos (SDP): PL20230016299*



Location: 2934 Tamiami Trail E (former Circle K & Shell)
Owner: NNN TR Inc
Status: Pre-application meeting held on 11/8/2023. Applicant introduced the project at the 5/7/2024 BGT CRA Advisory Board Meeting. First applicant submittal on 5/31/2024. Staff issued incomplete submittal letter on 6/6/2024. Supplemental documents submitted on 6/19/2024 for First review.

The proposed development includes the demolition of an existing commercial building on 2934 Tamiami Trail East, with the proposed construction of a new ~2,650 S.F. restaurant with a drive-thru, parking, and associated drive aisles on a 1.19-acre lot.

14. Village Plaza (SDP): PL20230016406



Location: 2377 & 2305 Davis Blvd.
Owner: Katlou, LLC
Status: Pre-application meeting held on 11/15/2023.

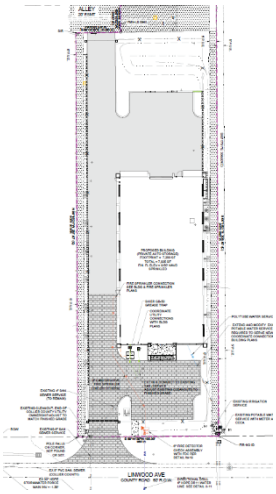
See also page 10, PL20230017151 – Zoning Verification Letter issued 12/12/2023.
The applicant is proposing a multi-family residential development that may include an affordable housing component consistent with the Live Local Act. Conceptual plan shows a 7-story building with 242 units on 4.5 acres (53.8 units/acre) and 375 parking spaces in a 5-level parking garage. Max. height per Airport Overlay zone is 158 feet.

At their April 9, 2024 meeting, the BCC determined PUDs are not to be considered for setting the "highest allowed density" in the County and "highest allowed height within one mile of the development." Based on the new policy to exclude PUDs, the highest density allowed by the Growth Management Plan density rating system would be 25 units per acre, and the highest currently allowed height within one mile of the proposed development would be per conventional zoning districts. The tallest allowed heights of all conventional zoning districts are Residential Tourist (RT) at 10 stories/100 feet; and RMF-16 and C-4 at 75 feet.

15. Linwood Shop (SDP): PL20230015697*

Location: 2365 Linwood Avenue
Owner: JR Descendants' Trust
Status: Pre-application meeting held on 10/24/2023. First applicant submittal on 3/12/2024. First staff review letter issued on 4/11/2024. Second applicant submittal on 5/19/2024. Second staff review letter issued on 6/17/2024.

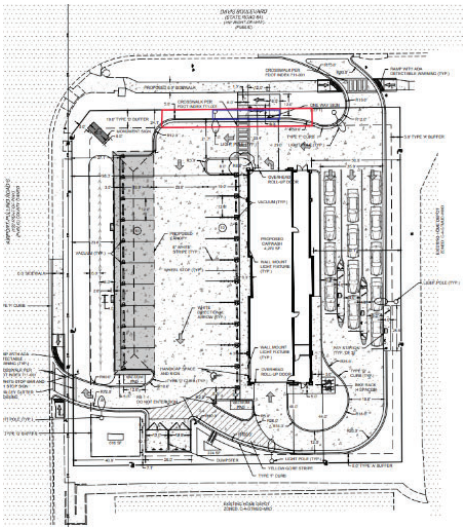




The existing 5,000 sf storage building and parking lot will be demolished. The project will consist of approximately 8,000 SF of storage space for the property owner's private automobile collection. The project is gated and not open to the public.

16. Snappy Car Wash (DR): PL20240003066

Location: 3300 Davis Blvd.
Owner: RKDavis Real Est Holdings LLC C/O Michael Duffy
Status: Pre-application meeting waived. First applicant submittal on 3/8/2024. First staff review letter issued on 4/25/2024.



Deviations requested to reduce north buffer from 10' to 5' wide and reduce from a hedge row with trees 30' on center to no hedge row with trees 60' on center to accommodate pedestrian path and ramp through Davis Blvd. buffer. Final decision will be made by Hearing Examiner.

Snappy Car Wash (SDP): PL20220001088*

Location: 3300 Davis Blvd. at intersection with Airport Rd.
Owner: Utopia Properties LLC, Utopia Properties Two LLC
Status: Pre-application meeting held on 3/15/2022. First applicant submittal on 9/8/2023. Staff issued first comment letter on 10/12/2023. Second applicant submittal on 7/1/2024.

Applicant seeks to redevelop former Joey D's as a 4,400 square foot car wash facility.

17. Justin's Village MF (SDP): PL20230013521

Location: 3163 Justins Way (off Calusa Ave)
Owner: SMH PROPERTIES OF SWFL INC (St. Matthews House)
Status: Pre-application meeting held on 8/24/2023.



Construction of multi-family units per approved zoning Ordinance 2023-21, allowing up to 28 units on 2.33 acres.

18. Shadowlawn Drive Multi-Family Development (SDP): PL20220005562*

Location: 1795 Shadowlawn Drive
Owner: Paradise Coast Development, LLC
Status: Pre-application meeting held on 9/13/2022. First applicant submittal on 6/15/2023. Staff issued first comment letter on 8/4/2023. Second applicant submittal on 1/29/2024. Staff issued second comment letter on 2/20/2024. Third applicant submittal on 5/3/2024. Staff issued third comment letter on 5/31/2024.

Applicant proposes a 9-unit multi-family development at 1795 Shadowlawn Dr along with associated utility connections, a stormwater system, a parking lot, landscaping & site lighting.
Applicant will need to submit for the Limited Density Bonus Pool Allocation (LDBPA) per LDC Section 4.02.16 for the additional density over the allowable 7 dwelling units per ZLTR-PL20220004950.



Shadowlawn Drive Multi-Family (LDBPA): PL20230013981

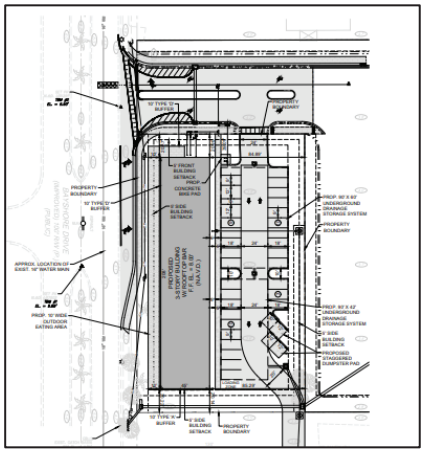
Status: Pre-application meeting held on 9/19/2023. First applicant submittal on 3/19/2024. Application fee paid on 4/29/2024. Staff issued first comment letter on 5/22/2024.

Request for 2 units from the Density Bonis Pool. The property is made up of three lots with a total area of 1.15 acres and will include two (2) new 3-story buildings (13,675 & 17,250 S.F.), a parking lot, and associated site improvements. The first floor will have parking lots with an elevator and stairs per building. The second and third floors will be the 9 proposed units. Final decision will be made by Hearing Examiner.

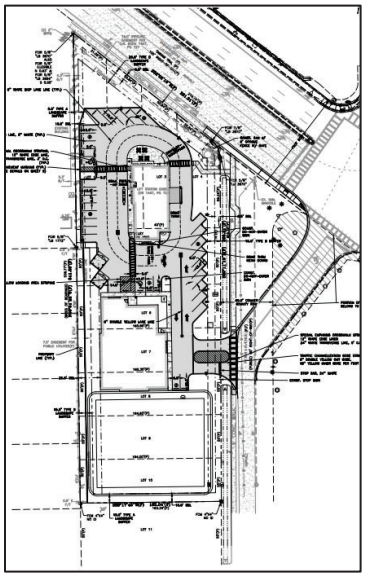
19. Ybor Mixed Use Development (SDP): PL20220007412

Location: Parcel 61841080008 (on Bayshore Dr. between Barrett & Van Buren Ave.)
Owner: Naples Groves Lot 113, LLC
Status: Pre-application meeting held on 12/13/2022. Applicant first submittal 6/19/2023. Staff issued first comment letter on 9/8/2023.

The property is 0.86-acres and will include a new three (3) story building (7,540 S.F.), a parking lot, and associated site improvements. The first floor will include a covered outdoor dining area, restaurant, two offices, and retail stores. The second and third floors will be hotel rooms and the roof (terrace) will include a pool and bar.



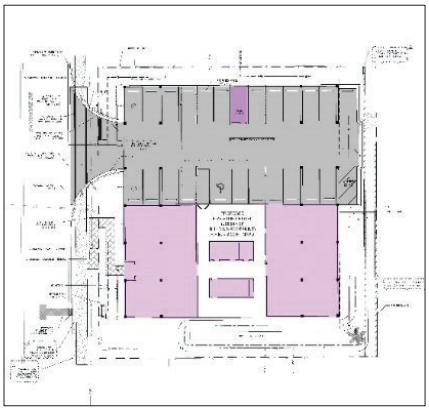
20. KRB Naples (SDP): PL20220003647



Location: 3230 Tamiami Trail E. (at Peters Ave.)
Owner: 3230 Tamiami LLC
Status: Pre-application meeting held on 6/16/2022. Incomplete applicant submittal on 11/4/2022. Applicant submitted additional materials on 11/11 and 11/17/2022. Staff issued comment letter on 12/9/2022. Applicant submitted additional material on 5/12/2023. Applicant second submittal on 6/7/2023. Staff issued second comment letter on 7/5/2023. Applicant third submittal on 12/11/2023. Staff issued third comment letter on 1/9/2024. Fourth applicant submittal on 3/21/2024. Staff issued fourth comment letter on 4/17/2024.

KRB (Kelley's Roast Beef) Naples requests construction of two restaurants & applicable parking. Request changed to construct Building #1, Restaurant: 3,609 SF; Building #2, Storage/Warehouse: 7,540 SF. Total Building #1 + Building #2 = 11,049 SF

21. WSA Bayshore Hotel (SDP): PL20200001971*



Location: Bayshore Drive south of Lunar Street (Parcel Nos. 53353320002, 53353360004, 53353400003)
Owner: BBH Group, LLC
Status: Pre-application meeting held on 10/20/2020. Applicant first submittal on 9/22/2021. Staff issued incomplete submittal letter on 9/23/2021. Additional materials submitted 10/8/2021. Staff issued first review comment letter on 11/5/2021. Applicant second submittal on 7/7/2022. Staff issued second incomplete submittal letter on 7/7/2022. Additional materials submitted 8/8/2022. Staff issued second review comment letter on 8/9/2022. Applicant third submittal on 3/14/2023. Staff issued third review comment letter on 4/6/2023. Applicant fourth submittal on 5/17/2024. Staff issued incomplete letter on 5/17/2024. Additional materials submitted on 6/11/2024.

23-room four story 'boutique hotel' (3 stories over parking), with accessory amenities for guests including ground floor lobby café and rooftop pool/outdoor dining area. In the May 17, 2024 submittal it is noted that the project has a new architect, MHK Architecture.

Final Actions/Letters Issued

6. 2707 & 2675 Bayview Drive (ZLTR): PL20230017449



Location: 2675 & 2707 Bayview Drive
Owner: 2675 Bayview Dr: Jack Hail
2707 Bayview Dr: Bloodmoney R/E Holdings LLC
Status: First applicant submittal on 11/27/2023. Zoning Verification Letter issued on 2/9/2024.

See also page 2, Bayview Drive Rezone (RZ): PL20230016022
Applicant Greg Orick is requesting answers to 27 questions, including confirmation that rezoning from RSF-4-BZO-R4 to C-3-BZO-W would allow residential and marina use and would be consistent with the intent stated in II.V.H of the Bayshore/Gateway Triangle Redevelopment Overlay of the Future Land Use Element. County Verification Letter indicates 23 of the 27 questions are outside the scope of a zoning verification letter.

10. 3010 Tamiami Trl (APR): PL20240003118*

Location: 3010 Tamiami Trail E.
Owner: D&D Retirement Trust, LLC
Status: First applicant submittal on 3/8/2024. Staff issued Denial letter on 5/8/2024. Second applicant submittal on 5/28/2024. Staff issued second Denial letter on 6/10/2024.

See also 3010 Tamiami Trail (MUP): PL20220006931 on page 4.
Applicant submitted an updated narrative on 5/28/24 indicating the requested reduction is now 4 parking spaces (27 required and 23 provided) instead of 7 spaces (30 required and 24 provided). The narrative indicates 2,545 sf of existing office plus 1,396 sf feet of proposed office (formerly 2,252 sf of proposed office), generating a requirement of 11.2 parking spaces calculated at 1 space per 350 sf. Eight (8) residential units are also proposed, which require 16 spaces at 2 spaces per unit. Total parking requirement equals 27 spaces. 23 parking stalls are currently provided.

14. Zoning Verification Letter (ZLTR): PL20230017151

Location: 2377 & 2305 Davis Blvd.(+/-3.92 acres between Brookside Dr. & Pine St.)
Owner: Katlou, LLC
Status: Request for ZVL submitted on 11/16/2023. Zoning Verification Letter issued on 12/12/2023.

See also page 6, PL20230016406 - Village Plaza SDP Pre App meeting held 11/15/23.
Contract purchaser (Old Naples Acquisitions, LLC) requests a supplemental ZVL to clarify which development standards apply to a Live Local Act project, i.e., the RMF-16 or the Overlay development standards. Staff verified that a qualified project with at least 40% of units committed to be affordable for households earning less than 120% of the area median income for at least 30 years can develop at 91.77 units per acre and maximum height of 162.8 feet, and all other development standards of the RMF-16 Zoning District.
At their April 9, 2024 meeting, the BCC determined PUDs are not to be considered for setting the "highest allowed density" in the County and "highest allowed height within one mile of the development." Based on the new policy to exclude PUDs, the highest density allowed by the Growth Management Plan density rating system would be 25 units per acre, and the highest currently allowed height within one mile of the proposed development would be per conventional zoning districts. The tallest allowed heights of all conventional zoning districts are Residential Tourist (RT) at 10 stories/100 feet; and RMF-16 and C-4 at 75 feet.

22. 3091 Tamiami Trl. E Workforce Housing (ZLTR): PL20230016985

Location: 3091 Tamiami Trail E (corner of US 41 & Andrew Drive)
Owner: Nicks Rest & Houka Lounge Inc # 1
Status: Request for ZVL submitted on 11/13/2023. Zoning Verification Letter issued on 1/17/2024. Revised letter issued 5/08/2024.

Staff verified that a project qualifying under the Live Local Act is allowed a maximum zoned building height of 160 feet and actual height of 162.8 feet, and that the RMF-16 development standards are the most applicable as they are the most similar in density to what is permitted on site. If not qualifying under the Live Local Act, maximum density possible is 16 units per acre in Activity Center #16 or 12 units per acre using the density bonus pool of the BGT Redevelopment Overlay.

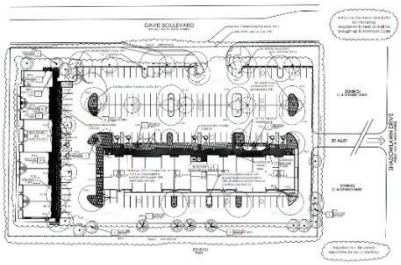
At their April 9, 2024 meeting, the BCC determined PUDs are not to be considered for setting the "highest allowed density" in the County and "highest allowed height within one mile of the development." Based on the new policy to exclude PUDs, the highest density allowed by the Growth Management Plan density rating system would be 25 units per acre, and the highest currently allowed height within one mile of the proposed development would be per conventional zoning districts. The tallest allowed heights of all conventional zoning districts are Residential Tourist (RT) at 10 stories/100 feet; and RMF-16 and C-4 at 75 feet.

23. 17-Acre Bayshore Project (SDP): PL20230002535

Location: 4315 & 4265 Bayshore Drive
Owner: Collier County Bayshore CRA
Status: Pre-application meeting held on 3/2/2023. First applicant submittal on 5/5/2023. Additional materials submitted on 5/24/2023. Staff issued first comment letter on 6/15/2023. Second applicant submittal on 10/2/2023. Staff issued second comment letter on 10/27/2023. Third applicant submittal on 11/3/2023. Staff issued third comment letter on 12/29/2023. Fourth applicant submittal on 1/31/2024. Staff issued fourth comment letter on 3/4/2024. Fifth applicant submittal on 3/22/2024. SDP approval issued on 4/23/2024.

Promenade and boardwalk connection from Bayshore Drive across the eastern lakes and drainage canal to Sugden Park. Additional elements may include parking lots for the boardwalk use on the west end of the project area.

24. Davis Village (SDPI): PL20230018545



Location: 2800 Davis Blvd.
Owner: Midnight Commercial Investments LLC
Status: First applicant submittal on 12/28/2023. Additional documents submitted on 1/3/2024. First staff review letter issued on 1/22/2024. Second applicant submittal on 4/22/2024. SDPI approval issued on 4/26/2024.

The purpose of this SDPI is to address the outdoor dining associated with the Midnight Tavern (Units 108 through 110 within the 2800 Building) with adjacent landscaping. Also, there is supplemental landscaping needed within the project and at the adjacent 2770 Building. Separately an administrative parking reduction (APR) will be needed to verify that there is sufficient parking to support the outdoor dining request. The APR will be submitted following a parking count that will be

conducted during the peak season (early February 2024). Outdoor dining has been present at this location for many years, however the prior owner had not obtained county approval and when Midnight Tavern took over a few years ago they were not aware of the lack of a permit, which they are now looking to correct. A notice of violation (NOV) was issued by Collier County Code Enforcement (CELU20230006700) and approval of this SDPI will help address the NOV.

Davis Village Administrative Parking Reduction (APR): PL20240002201

Status: First applicant submittal on 2/20/2024. Staff issued incomplete submittal letter on 2/23/2024 and 3/8/2024. Additional documents submitted on 3/15/2024. APR approval issued on 4/12/2024.

Midnight Tavern has 32 seats associated with their outdoor dining that was part of the prior restaurant that they purchased. Based on 32 seats, 16 parking spaces are required, which translates into a deficit of 13 parking spaces based on code criteria. Per the applicant, the actual operations of the center demonstrate that there is not in fact a parking issue at Davis Village.

25. Enterprise Multi-Business Line Site (ZLTR): PL20240002828

Location: 2625 Davis Blvd. (Boat House Naples Dealership)
Owner: FL City Holdings LLC c/o Ortiz & Associates
Status: First applicant submittal on 3/4/2024. Zoning Verification Letter issued on 4/4/2024.



Zoning verification request for an Enterprise Multi-Business Line (MBL) site. The intent is to open an Enterprise Car Sales, Enterprise Rent-A-Car, and Enterprise Truck Rental. No repairing of cars or trucks; simply the selling, renting, and returning of the vehicles, and the cleaning (bucket wash) of vehicles between renting and returning.

Staff verified that requested uses are allowed in the GTZO-MXD Subdistrict, noting that LDC Sec. 4.02.16.C.10 has additional standards for Vehicle/Boat/Heavy Equipment Sales, and any future development is subject to the commercial dimensional requirements and design standards per LDC Sec. 4.02.16.B.1.a.ii. As stated in the applicant's request, there will be no repairing or maintenance of cars or trucks in any capacity on the subject property since this activity would require a conditional use petition.

26. 3987 Full Moon Ct (VAC): PL20230013038

Location: 3987 Full Moon Court (off Lunar Street)
Owner: Trevor Tedeschi
Status: First applicant submittal on 8/3/2023. Staff issued first comment letter on 8/29/2023. Second applicant submittal on 10/26/2023. Staff issued second comment letter on 11/17/2023. Third applicant submittal on 12/5/2023. Staff issued approval on 12/21/2023. BCC approved on 2/13/2024 by Resolution 2024-27.

Vacate 12-ft fire wagon and drainage easement and relocate easement to south of property.

27. 2977 Cypress ST (LLA): PL20230015950

Location: 2977 Cypress Street
Owner: 3 on Cypress LLC
Status: Zoning Verification Letter issued (PL20230006564) on 4/26/2023. First applicant submittal on 10/16/2023. Staff issued incomplete submittal letter on 10/17/2023. Additional documents submitted on 11/8/2023. Staff issued first comment letter on 11/30/2023. Second applicant submittal on 1/10/2024. Staff issued second comment letter on 1/26/2024. Third applicant submittal on 2/6/2024. Lot Line Adjustment Approval issued on 3/18/2024.

Applicant requests a lot line adjustment on three lots that were previously combined.

28. 2808 Van Buren Ave (ZLTR): PL20230018269



Location: 2808 Van Buren Avenue
Owner: MD Marco Capital LLC
Status: First applicant submittal on 12/18/2023; fee payment completed on 1/19/2024. Zoning Verification Letter issued on 3/15/2024.

Request for verification that a lot split is allowed. The dwelling has been removed, and the owner seeks to revert the lots back to the original individual lots 6 and 7.

It is the determination of zoning staff that the subject property may be separated back into its original platted lots, and a single-family home constructed on each platted lot.

29. 3200 Barrett Ave (ZLTR): PL20230018266



Location: 3200 Barrett Avenue
Owner: DCS Naples Investments LLC
Status: First applicant submittal on 12/18/2023; fee payment completed on 1/25/2024. Zoning Verification Letter issued on 2/5/2024.

The applicant requested general information to verify zoning designation, allowable uses, setbacks, and inquiring about filling in lake.

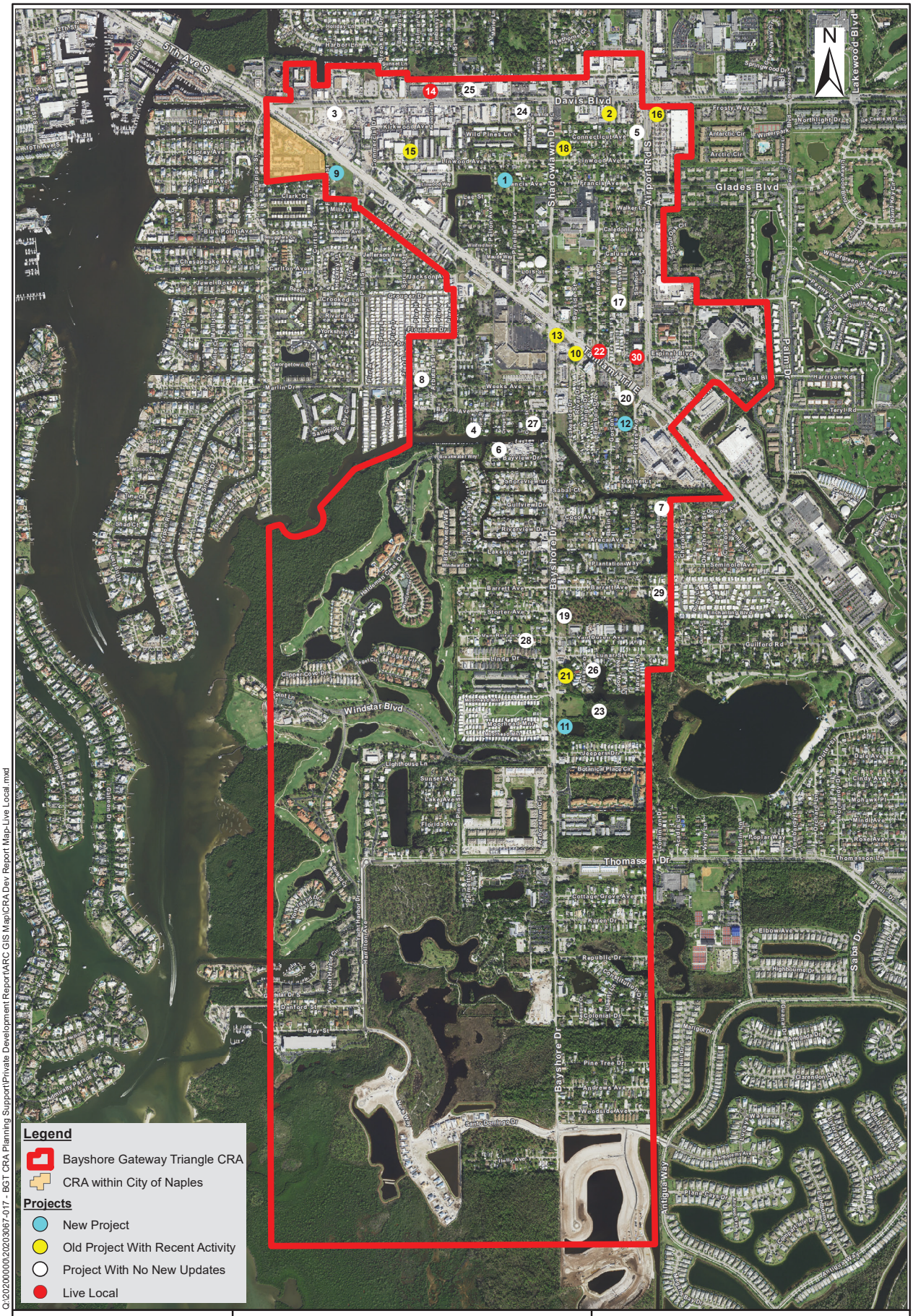
30. 2670 Airport Road South (ZLTR): PL20230014400



Location: 2670 Airport Road South (+/- 0.5 acres)
Owner: BDM Professional A Condominium
Status: First applicant submittal on 9/6/2023. Zoning Verification Letter issued on 10/18/2023.

Applicant seeks verification of the Live Local Act applicability. Staff's letter indicates the site is zoned C-3GTZO-MXD, maximum permittable residential density is 91.77 units per acre, and the maximum permissible building height is 165 feet, if at least 40 percent of the residential units are dedicated to income limitations of 120 percent or below of Area Median Income (AMI), for a period of at least 30 years. All development standards of the RMF-16 district, except for density and height, will apply under the Live Local Act.

At their April 9, 2024 meeting, the BCC determined PUDs are not to be considered for setting the "highest allowed density" in the County and "highest allowed height within one mile of the development." Based on the new policy to exclude PUDs, the highest density allowed by the Growth Management Plan density rating system would be 25 units per acre, and the highest currently allowed height within one mile of the proposed development would be per conventional zoning districts. The tallest allowed heights of all conventional zoning districts are Residential Tourist (RT) at 10 stories/100 feet; and RMF-16 and C-4 at 75 feet.



Q:\20200000\20203067-017 - BGT CRA Planning Support\Private Development Report\ARC GIS Map\CRA Dev Report Map-Live Local.mxd

Bayshore Gateway Triangle

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
E.B. #642 & L.B. #642

July
Development Update

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
July 2024	20203067-042	-	-	15 of 15

Advisory Board Application Form

Collier County Government
3299 Tamiami Trail East, Suite 800
Naples, FL 34112
(239) 252-8400

Item 10a-Attachment 5

Application was received on: 5/31/2024 9:28:10 PM.

Name: Bonnie hawley **Home Phone:** 2396491389

Home Address: 1920 sheepshead dr

City: Naples **Zip Code:** 34102

Phone Numbers
Business: 2396491389

E-Mail Address: bonanaples@aol.com

Board or Committee: Bayshore/Gateway Triangle Local Redevelopment Advisory Board

Category:

Place of Employment: Self employed business owner

How long have you lived in Collier County: more than 15

How many months out of the year do you reside in Collier County: I am a year-round resident

Have you been convicted or found guilty of a criminal offense (any level felony or first degree misdemeanor only)? No

Not Indicated

Do you or your employer do business with the County? No

Not Indicated

NOTE: All advisory board members must update their profile and notify the Board of County Commissioners in the event that their relationship changes relating to memberships of organizations that may benefit them in the outcome of advisory board recommendations or they enter into contracts with the County.

Would you and/or any organizations with which you are affiliated benefit from decisions or

recommendations made by this advisory board? No

Not Indicated

Are you a registered voter in Collier County? Yes

Do you currently hold an elected office? No

Do you now serve, or have you ever served on a Collier County board or committee? Yes

Collier county public art committee 2 years

Please list your community activities and positions held:
Member naples art association..united arts council..served 4 yrs on board Naples Artcrafters 2 yrs
Collier Co public art committee Bayshore art district committee

Education:
BFA degree Art

Experience / Background
Art Business owner Collier Co 30 years Bonny hawley enterprises 20 years at 2371 linwood ave 108 naples 34112 where I own a commercial building in the gateway triangle www.bhawley.com

Bayshore CRA
July 2024 Meeting

Case Numbe	Case Type	Descri ption	Date Entere	Location Description	Detailed Description
CESD2024 0004802	SD	Open	05/23/2024	1950 Mayfair	The owners of Metropolitan Naples have placed a leasing trailer on the site and plan to use it as a meeting point for potential clients. No permit has been submitted for this. They have placed the skirting around the trailer without any inspection done on the tie downs. Furthermore this creates a huge safety concern for anyone who enters an active construction site with no clear boundaries between the construction site and the leasing area. This is not part of the permit for Kast Development this is being independent from them. Permit #20220103644 relates to
CESD2024 0004876	SD	Close d	05/28/2024	2631 Lakeview Dr - Parcel ID 48173720004	Unpermitted dock repairs.
CESD2024 0004902	SD	Close d	05/28/2024	2723 Gulfview Dr - 48171680007	Permit PRBD20180320535 has expired with fees due.
CESD2024 0004958	SD	Open	05/29/2024	6273 Antigua Way - 52505120284	Re-graded the back yard and constructed a retaining wall without permits.
CENA2024 0005054	NA	Close d	06/01/2024	2318 Bayside St□ Backyard	Owner of property located on 2318 bayside street has the property lack of maintenance. He has tall trees that are damaging my home roof causing my fence to catch fire around a month from now. I am asking for his backyard to be clean as it is full of bushes and tall grown up trees that is damaging my home roof.
CELU2024 0005178	LU	Close d	06/05/2024	2815 Becca Ave	Occupied RV on this property
CESD2024 0005199	SD	Open	06/05/2024	2649 Lakeview Dr - 48173680005	Debris all around the house - the complainant stated that it's like "living in a pile of garbage". They are currently spraying some sort of foam product, seems to be going under the house. They also have a mite "situation", as Mr. Xxxxxx and his dog have been infested, and he asked that the Health Dept. be alerted.
CESD2024 0005249	SD	Open	06/06/2024	2631 Lakeview Dr - 48173720004	New dock not repairs (added 3 new pylons)
CELU2024 0005290	LU	Open	06/10/2024	2707 Bayview Dr - 61835240003	Commercial activity - there is a huge crane with a boat hanging off of it and residents are concerned.
CESD2024 0005296	SD	Open	06/10/2024	2808 Thomasson Dr - 52600120008 (Del's)	Permit PRBD20180103731 has expired with fees due.
CEVR2024 0005367	VR	Close d	06/11/2024	NW street corner of Van Buren and Bayshore	Bushes are over 8' high at corner of Bayshore and Van Buren. It is difficult to see oncoming traffic and bikes on sidewalk when pulling out from Van Buren St onto Bayshore.
CENANA2 0240005380	NA	Close d	06/12/2024	ROW - County road sign near the corner of Thomasson & Pine St.	Abandoned adult 3-wheeled bike on County Property in the County ROW chained to a County road sign near the corner of Thomasson & Pine St.
CENA2024 0005383	NA	Open	06/12/2024	Parcel ID: 61835000201	Unlicensed, possibly inoperable pick-up truck parked behind Dimensions. Also litter, debris & garbage in the same area.
CELU2024 0005388	LU	Close d	06/13/2024	Parcel ID: 73280400004	Occupied RV on a residential construction site.
CENA2024 0005440	NA	Open	06/14/2024	180 Jeepers Dr - 53401600001	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005441	NA	Open	06/14/2024	178 Jeepers Dr - 53401560002	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005442	NA	Open	06/14/2024	176 Jeepers Dr - 53401520000	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005443	NA	Open	06/14/2024	174 Jeepers Dr - 53401480001	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005444	NA	Open	06/14/2024	172 Jeepers Dr - 53401440009	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005445	NA	Open	06/14/2024	170 Jeepers Dr - 53401400007	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005446	NA	Open	06/14/2024	168 Jeepers Dr - 53401360008	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005447	NA	Open	06/14/2024	166 Jeepers Dr - 53401320006	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005448	NA	Open	06/14/2024	164 Jeepers Dr - 53401280007	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005450	NA	Open	06/14/2024	162 Jeepers Dr - 53401240005	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005451	NA	Open	06/14/2024	160 Jeepers Dr - 53401200003□	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005452	NA	Open	06/14/2024	158 Jeepers Dr - 53401160004	Overgrown grass/weeds, as well as debris in the swale.
CENA2024 0005453	NA	Open	06/14/2024	156 Jeepers Dr - 53401120002	Overgrown grass/weeds, as well as debris in the swale.
CENA20240 005454	NA	Open	06/14/2024	154 Jeepers Dr - 53401080003	Overgrown grass/weeds, as well as debris in the swale.
CENA20240 005455	NA	Open	06/14/2024	152 Jeepers Dr - 53401040001	Overgrown grass/weeds, as well as debris in the swale.
CENA20240 005457	NA	Open	06/14/2024	150 Jeepers Dr - 53401000009	Overgrown grass/weeds, as well as debris in the swale.
CENA20240 005459	NA	Open	06/14/2024	148 Jeepers Dr - 53400960001	Overgrown grass/weeds, as well as debris in the swale.
CENA20240 005460	NA	Open	06/14/2024	144 Jeepers Dr - 53400920009	Overgrown grass/weeds, as well as debris in the swale.
CENA20240 005461	NA	Open	06/14/2024	142 Jeepers Dr - 53400880000	Overgrown grass/weeds, as well as debris in the swale.

MEMORANDUM

TO: BBMSTU and CRA ADVISORY BOARD

VIA: JOHN DUNNUCK, CRA DIRECTOR

FROM: TAMI SCOTT, PROJECT MANAGER

SUBJECT: CURRENT PROJECTS

DATE: JULY 1, 2024

Maintenance Projects
Tami Scott - Project Manager
Bayshore CRA and MSTU
Cell 239-778-6598

- Bus stop on Bayshore drive in front of Labor finders has been moved to CRA parking lot.
- Replace existing electrical control box- PO issued. waiting on parts $30,840.81
- New Bus shelters underway on Bayshore Drive. Two on Bayshore close to completion Thomasson drive locations have not started as of 5-1-2024.
- Curb at roundabout needs repair- schedule for June 2024
- Road maintenance has scheduled several sidewalk repairs. Scheduled for June 2024

WEEKS AVE	BAYSHORE DR	PINE ST	1: At the corner of Bayshore, 5' x 12.5 foot area
BAYSHORE DR	TAMIAMI TRAIL	THOMASSON DR	1: Address 36125.4' x 8' section
BAYSHORE DR	TAMIAMI TRAIL	THOMASSON DR	3: A 5' x 24.5' section just south of Moonlight Irish Drive
BAYSHORE DR	TAMIAMI TRAIL	THOMASSON DR	5' x 16.7' area at address 3555.
LAKEVIEW DR	BAYSHORE DR	END	1) Remove and replace one 5' x 5' section
THOMASSON DR	BAYSHORE DR	HAMILTON AVE	there is one area measuring 5' x 16' right at the intersection of Bayshore that needs to be replaced

- Signaled Cross walks – staff working on next steps
- Flashing speed signs – Units have been ordered.
- Replace existing irrigation pumps- meeting with road maintenance.
- New benches and trash cans – units ordered and on site. Staff has started install.
- Rework sidewalk pavers on Bayshore – looking at a pilot project in front of 239 hotel. The contractor of the 239 Hotel has expressed his willingness to work with the CRA.
- Paint bridge and railings – Staff is meeting with facilities.
- Staff is looking at the possibility of solar lighting on Bayshore with a sleeve that would slip over the existing pole.

Partnership Projects with Road Maintenance –
PM Erik Montalvo
Project Manager – Road Maintenance Division
4800 Davis Boulevard, Naples, FL 34104
Phone: (239)-252-1023

Bayshore Area 1: Pines, Becca, Weeks:

- Current plans are at 85% since 05/01/2024. We have received change order 2, includes the Wastewater Force Main relocation on Weeks Ave and Becca Ave. Change order 2 will also include potable water main improvements with the City of Naples.
- Interlocal agreement for design and construction of watermain improvements will be necessary. CRA currently drafting interlocal agreement to send to Board for approval. Once interlocal agreement has been approved, Change Order 2 for wastewater force main design and watermain improvements design will be sent for approval by Board.
- The cost for Change Order #2 is $336,192.91. The cost for the Wastewater Force Main Relocation design is $177,712.00. The cost for the City of Naples Watermain improvements design is $158,480.91. The total cost for the design plans is now $673,324.91. The City of Naples will reimburse the CRA for their part of the design and construction of the watermain improvements.
- The change order and interlocal agreement will add approximately 6 months of time to the process. Additionally, 965 additional calendar days will be added for the design of the City of Naples Water Main Improvements, and the integration of those designs into the Stormwater Improvements design.

Bayshore Area 4: Linwood Way & Bayside St.

- Current plans are at 60% and has gone for review. Utility conflicts have been identified. 17 conflicts with Collier County Waster Water, and 8 conflicts with City of Naples Water Main.
- Met with City of Naples to discuss water main conflicts, potential resolution to include water main improvements and relocation of Asbestos Concrete pipes.

- Out of the 17 utility conflicts with Collier County PUD, 14 have been resolved. 3 remain that are located within the first alleyway between Linwood Way and Linwood Ave. Working with engineer of record to find a resolution to these conflicts.

Partnership Projects with Transportation and FDOT –
Michael Tisch
Project Manager II
Transportation Engineering
Phone: (239)-252-5839

Sidewalk Project –

- Areca Ave. down to Captains Cove – Design FDOT FY 27(Starts July 2026) Design would start Sept/Oct 2026, it takes 9 to 12 months to complete. Construction would be anticipated to start in late 2028/early 2029, but it is currently NOT in the FDOT Work Program yet, as it is outside the 5-Year Work Program.

Sidewalk Project –

- Pineland Ave to Francis Ave. - Design FDOT FY 27(Starts July 2026) Design would start Sept/Oct 2026, it takes 9 to 12 months to complete. Construction would be anticipated to start in late 2028/early 2029, but it is currently NOT in the FDOT Work Program yet, as it is outside the 5-Year Work Program.

MEMORANDUM

TO: BBMSTU and CRA ADVISORY BOARD

VIA: JOHN DUNNUCK, CRA DIRECTOR

FROM: TAMI SCOTT, PROJECT MANAGER

SUBJECT: 17 ACRES BOARDWALK PROJECT

DATE: JULY 1, 2024

- **SDPI** PL20230009235 Approved
- **SDP** PL20230002535 Approved
- **SFWMD** 2030616-39091 Approved
- **DEP** Army Corps of Engineers - SAJ-2024-01339 - Bayshore CRA C.C.-Build Pathway to Sugden Park (NWP18 (404))

Comments from Army Corps received June 24, 2024

Based on your application submission and the fact that the project is not within Navigable waters (for the 82-piling associated with the walkway), nor does the plan show placement of fill in waters of the U.S, this project would not require a permit with the

My plan was to draft a NPR (No Permit Required) letter for you in the coming month.

If you have any questions, please let me know.

Catrina Frey
Biologist-Senior Project Manager
SAD Regulatory Technical Regional Execution Center (TREC)
U.S. Army Corps of Engineers
Cell phone: 305-484-7406
Catrina.n.frey@usace.army.mil

- **PROCURMENT PROCESS**

  As of Monday 3-18-2024, County staff considers most tasks 1,2,2A,2B and 3 as described in "SCHEDULE C "completed or near completion except for Task 2C Environmental Services, as of 3-18-2024 we are moving on to task / Item 4- Bidding Services.

  As of Wednesday 4-10-2024, Construction Documents were submitted to procurement for solicitation.

  Staff was informed on Friday June 28, 2024, the solicitation will go out to bid the first week of July.

  Solicitation Number -24-8267
  Solicitation Title – Bayshore 17 acres pedestrian boardwalk connection to sugden park
  Solicitation Strategist- Mathew Webster

  Deliverables sent to Procurement.
  - Solicitation Worksheet; confirm funding sources, days of completion, LD calculation,
  - Final Plans/Drawings and Specs, signed and sealed by EOR.
  - Engineer's Estimate / Opinion of Cost
  - Bid Schedule
  - Add Alternates for the hardscape material.
  - Permit documents and/or requirements.

- **BUILDING PERMIT PROCESS**
  Staff has reached out to GMD to see if we can expedite the building permit process somehow.



Bayshore Gateway Triangle CRA

Creativity in Bloom

Connecting the Triangle to Bayshore




Rebranding
the Triangle in
connection to
Bayshore:
Bay Triangle

Walkability: Shadowlawn Multimodal Plan





Create plans for public realms within Redevelopment Zone to collaborate with new developments








STOP

Del’s Corner: Share concept for connecting Bayshore to inspire future Development







Sense of Place





Sense of Place

Interpretative Signage

- Concise easy to follow guidelines
- Could include translations
- Double faced
- Reinforces branding of district and desired behavior
- Aids in public safety





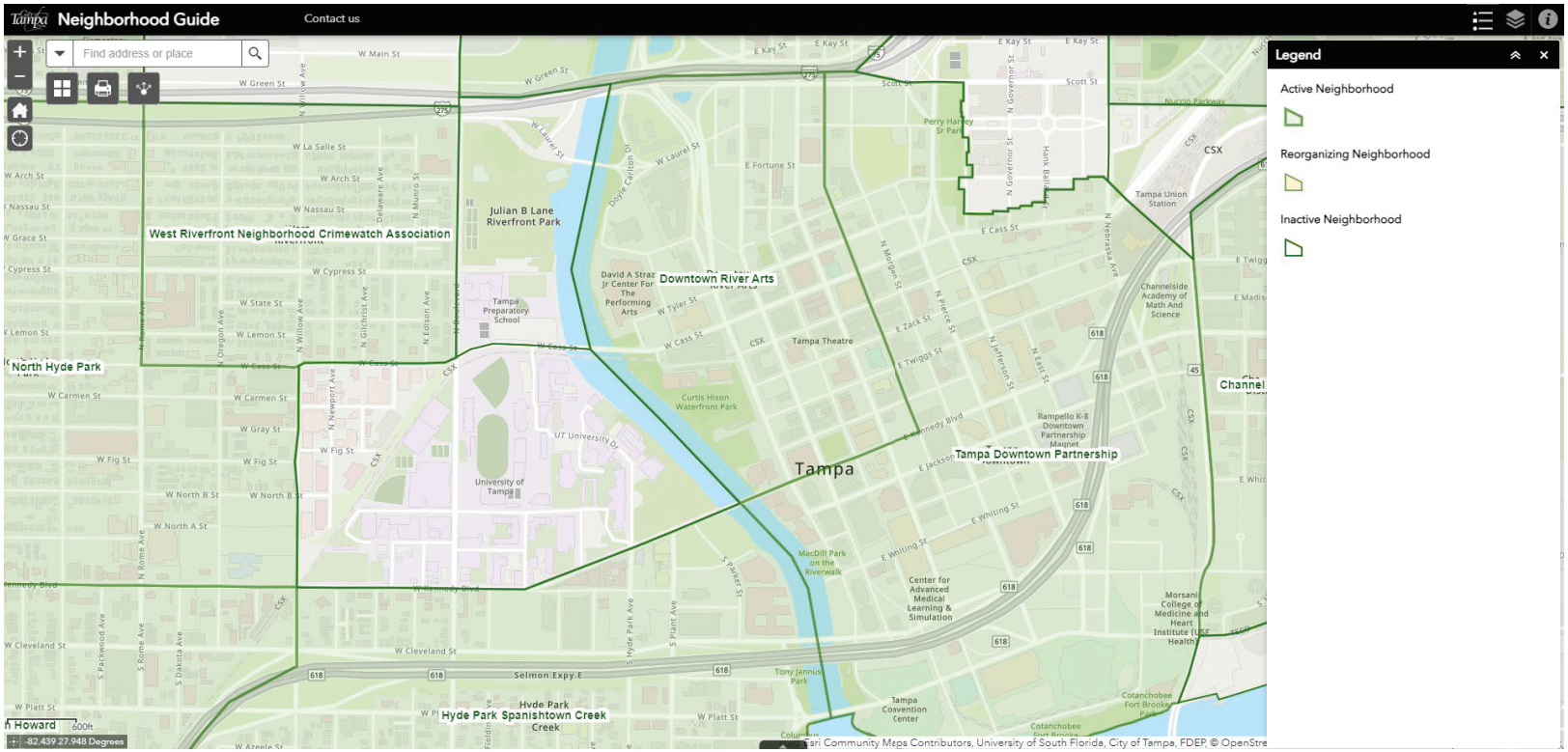


Offer Businesses Marketing Opportunities for cohesive branding within the District



Clever Public Amenity: Bike repair pit-stop

ArcGis database
Could include local businesses and activities



3010 Tamiami Trail Mixed Use Project

COMMERCIAL & RESIDENTIAL DEVELOPMENT

DAVIDSON ENGINEERING

Site Location

0.6 Acre Site



Mixed Use Project

Permitted Uses:

- Underlying Zoning of C-3 allows for commercial offices and similar Intermediate Commercial uses
- Underlying Zoning of MH allows for 7.26 units/acre
  - 0.11 acres of the property lies in this district

Density:

- MUP allows for up to 12 units/acre through the Bonus Density Pool Allocation = **8 residential units**
- Limited Density Bonus Pool: Any project that receives an allocation of Density Pool Units requires an improvement or contribution to the public realm with the BGTCRA at time of SDP approval in the amount of 5% of the Opinion of Probable Cost.

DAVIDSON ENGINEERING

Proposed Development

Existing real estate office – 2,515 SF

Mixed-use structure:

Previously Presented

- 1st Floor commercial suite- **2,252 SF**
- 2nd-5th floor **3**-bedroom residential units (8 total)
- Rooftop amenities including a pool and sun deck
- Total Parking Required = 30 spaces

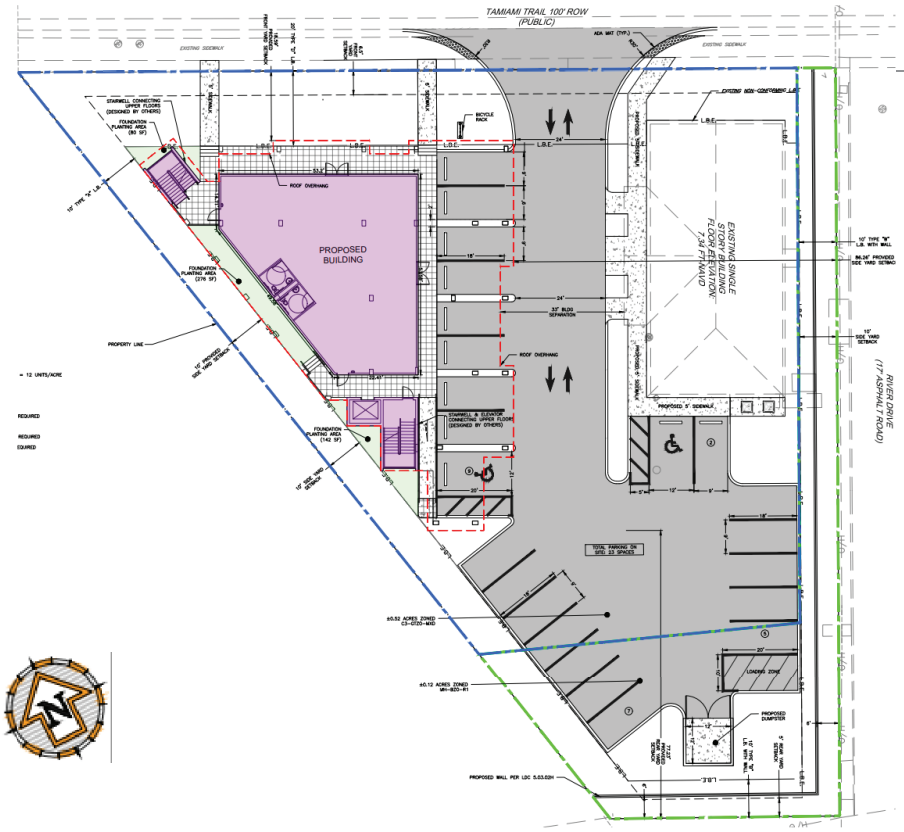
Current Plan

- 1st Floor commercial suite- **1,103 SF**
- 2nd-5th floor **2**-bedroom residential units (8 total)
- Rooftop amenities including a pool and sun deck
- Total Parking Required = 22 spaces
- Total Parking Provided = 23 spaces

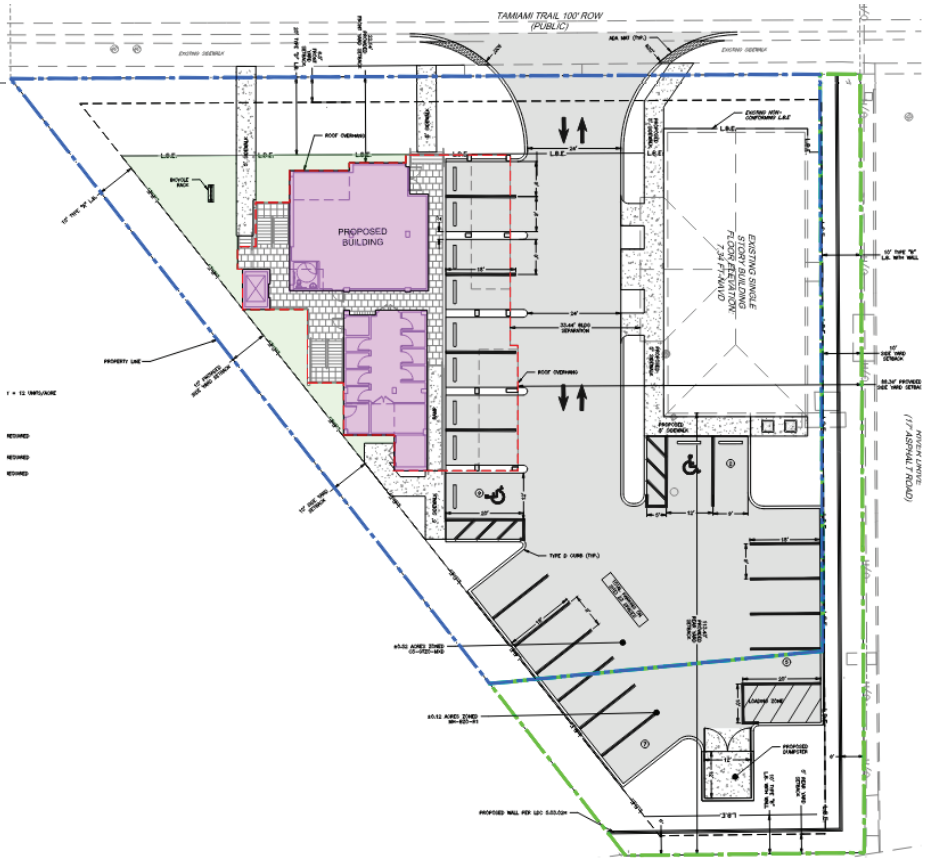
DAVIDSON ENGINEERING

Concept Plan:

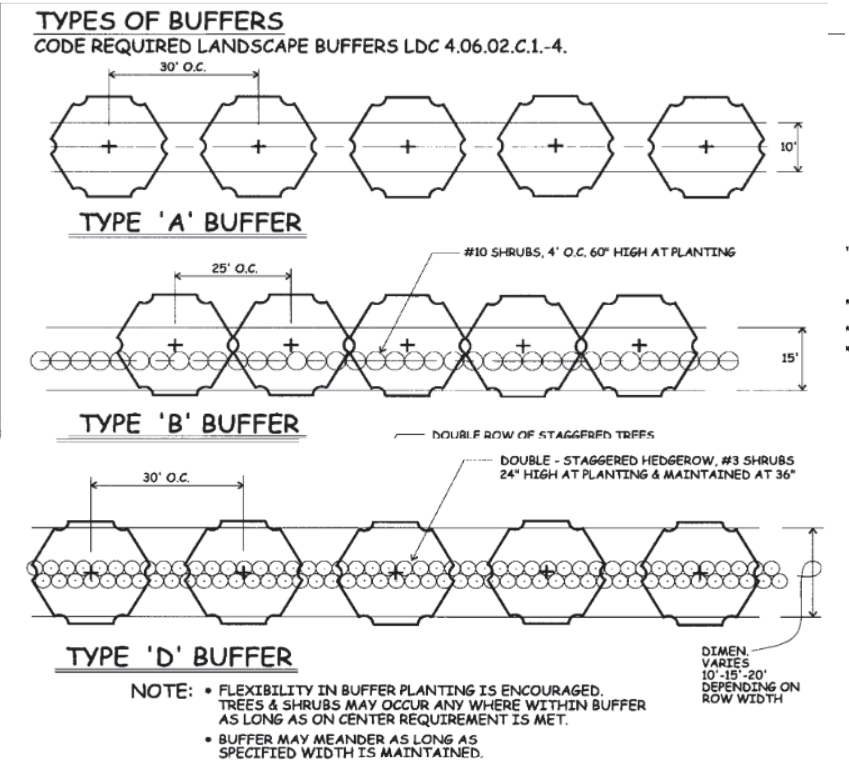
Previously Presented:

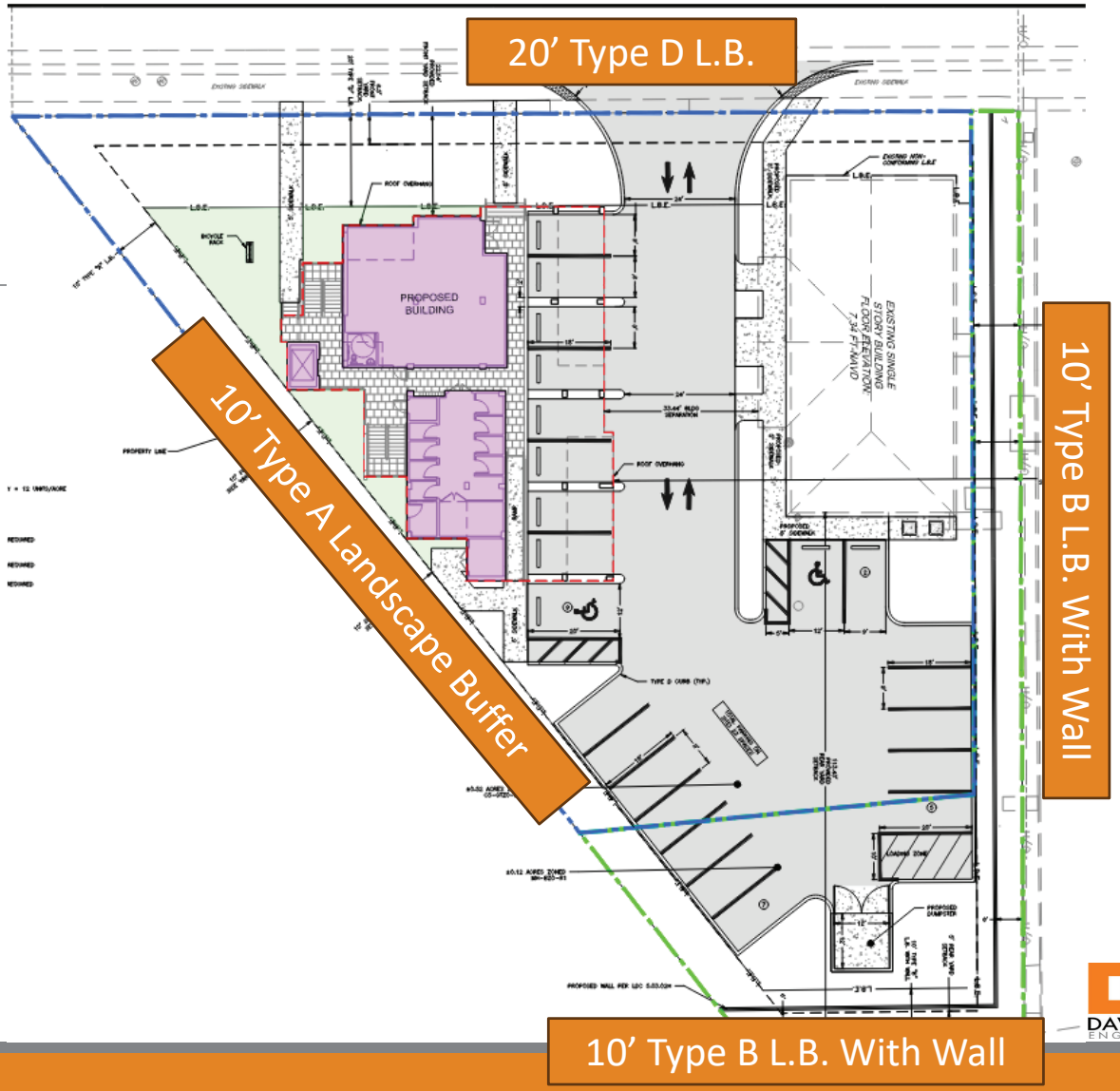


Proposed:



Concept Plan:
Buffering



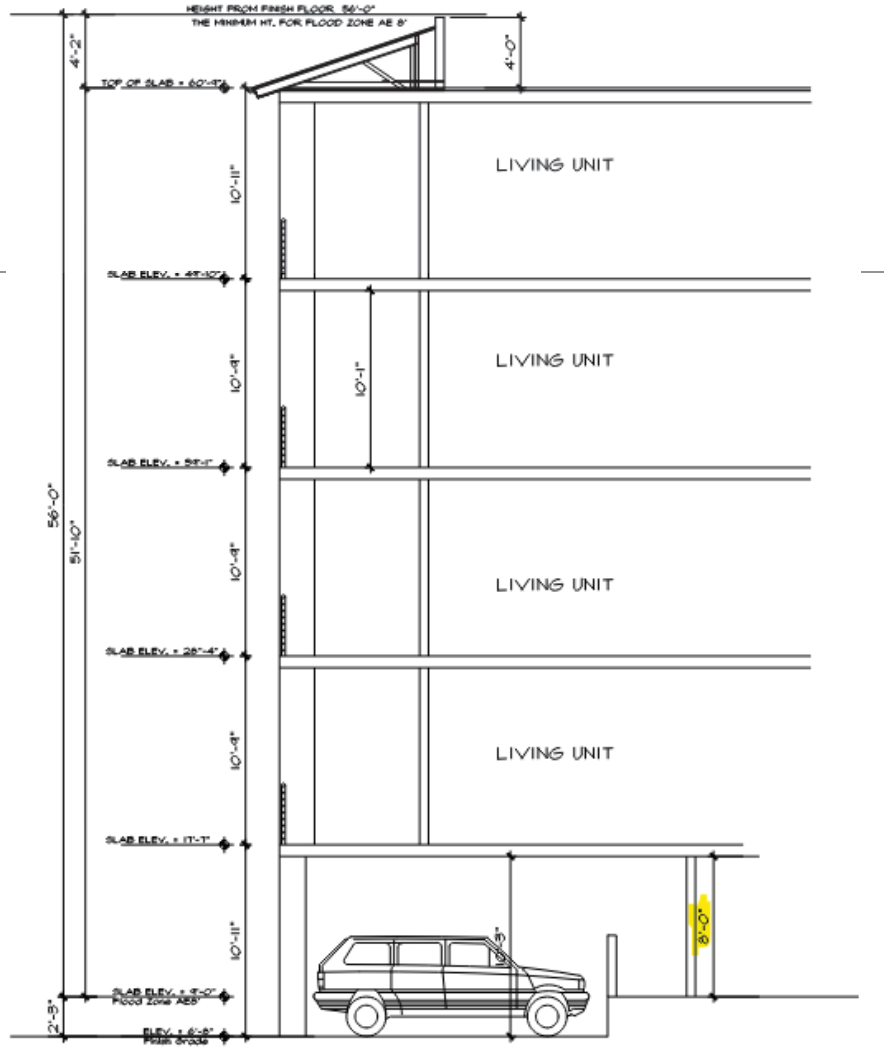


Concept Plan:
Deviations

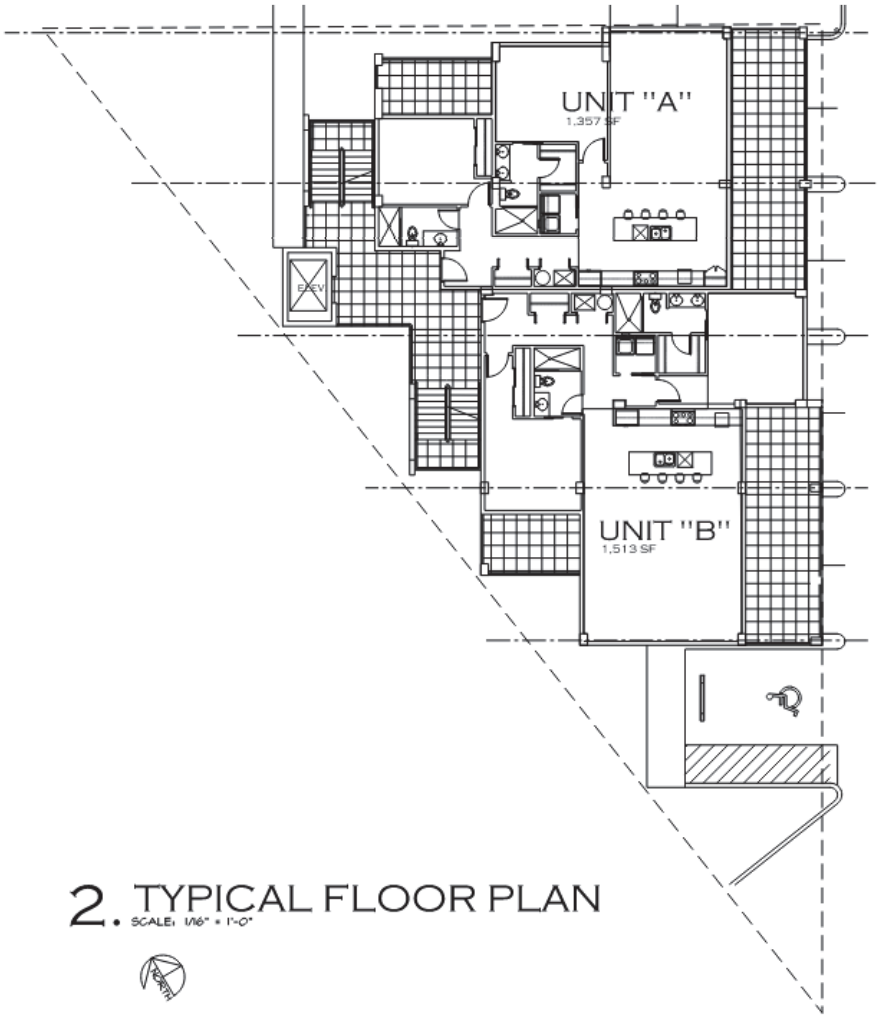
A MUP Deviation will be pursued if project approved:

1. Reduce required 1st story floor to ceiling height to less than 14'.

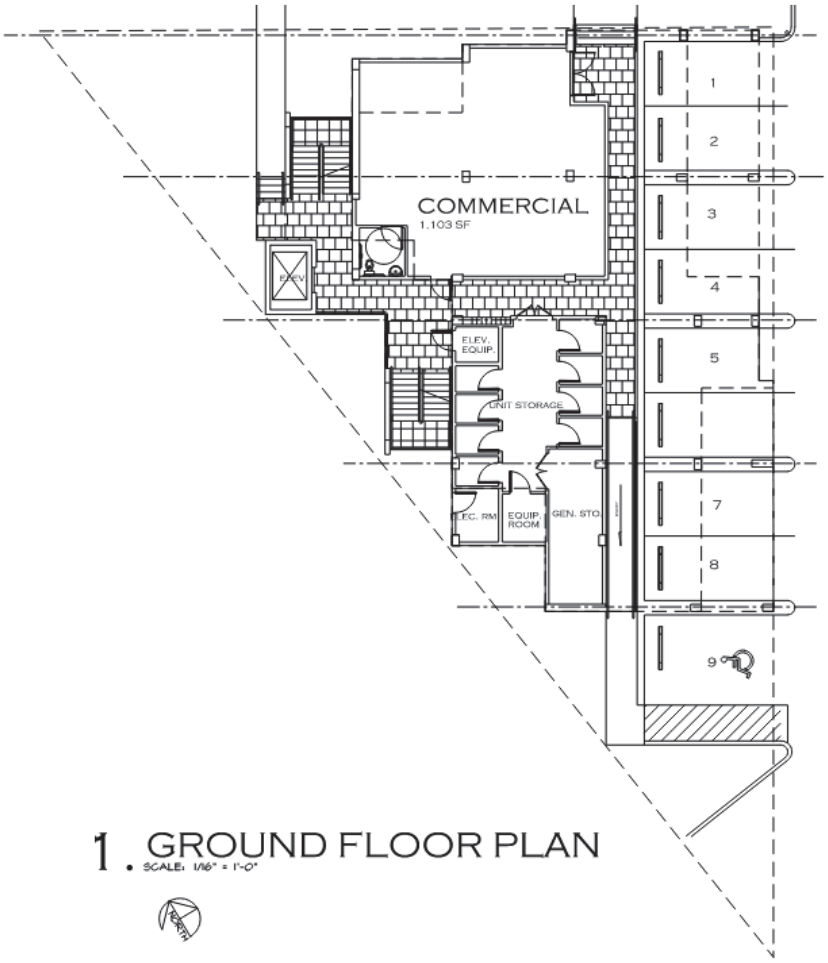
NO PARKING DEVIATIONS REQUESTED



2. BLDG SECTION
SCALE: 1/4" = 1'-0"



2. TYPICAL FLOOR PLAN
SCALE: 1/16" = 1'-0"

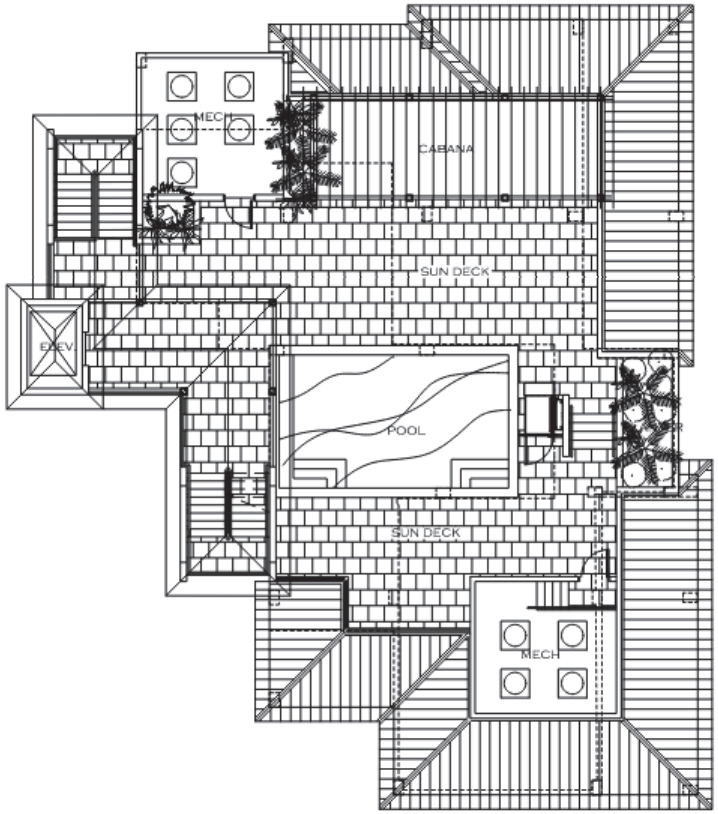


1. GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"

PIAZZA DESIGN • ARCHITECTS, LLC
14346 Sandarac Drive
Bokeelia • Florida • 33922 • 850•496•5735
FL LIC AR0015375 steve@piazzadesignarch.com

NORTH

DAVIDSON ENGINEERING



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14346 Sandarac Drive
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FL LIC AR0018175 steve@piazzadesignarch.com

1 . ROOFTOP FLOOR PLAN
• SCALE: 1/16" = 1'-0"



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14346 Sandarac Drive
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FL LIC AR0018375 steve@piazzadesignarch.com



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Side Elevation- View from East

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FL LIC AR0018375 steve@piazzadesignarch.com



DAVIDSON ENGINEERING

QUESTIONS?

City of Naples
PUBLIC WORKS
UTILITIES
TELEPHONE (239) 213-4745 ● FACSIMILE (239) 213-4799
380 RIVERSIDE CIRCLE ● NAPLES, FLORIDA 34102

October 24, 2024

Mr. Brandon Copper, E.I.
Davidson Engineering, Inc.
4365 Radio Road, Suite 201
Naples, FL 34104
Phone (239) 434-6060

Subject: Potable Water Service Availability for "Metro South" Project
Project Address: 3010 Tamiami Trail East, Naples FL 34112
Property ID: 61841800000 (Property Owner: D&D Retirement Trust LLC)
Collier County Planning Application Number: PL20220006931

(*sent via email*: brandon@davidsonengineering.com)

Dear Mr. Copper:

The City of Naples Public Works Department is in receipt of your request, received via email on October 22, 2024, for a Letter of Availability for potable water (domestic, fire, and/or irrigation use) for the above referenced project, which will consist of a mixed-use multi-story building, comprising ±1,345 sf of commercial space and eight (8) residential units.

This office has reviewed the subject site for available potable water service. Based on the referenced information and review, this office confirms the following:

1. The subject property is located within the City of Naples potable water service area.
2. The City of Naples has adequate treatment plant capacity for the proposed project.
3. The proposed improvements must meet current City of Naples Utilities Standards and must be submitted to the Utilities Department for review and approval.
4. Should the scope of proposed project change to impact City utility services, the project's engineer of record shall remain responsible to contact the City for appropriate reviews and analysis.

This letter does not imply or guarantee that adequate potable water facilities of sufficient size and capacity exist at the property; such utilities as may be needed for new site development shall remain the

developer's responsibility to design, permit and construct.

Based on the above, this office has no objections to this project, subject to appropriate reviews by all utility service providers (including the City of Naples), Collier County, and the Fire District.

Should you have any questions or require any additional information or action from this office, please do not hesitate to call this office at (239) 213-4713 or e-mail mbaines@naplesgov.com.

Sincerely,

Michelle Baines

Michelle Baines, P.E.
Public Works Deputy Director – Utilities

cc: Robert Middleton – Public Works Director, City of Naples
Annette Keeney – Utilities Permit Coordinator, City of Naples
Traci Fitzgerald – Utilities Permit Coordinator, City of Naples

Creativity in Bloom

Bayshore Gateway Triangle CRA • Bayshore Beautification MSTU
Haldeman Creek MSTU

October 14, 2024

Timothy Finn, GMD Planning & Zoning
Planning Commission
Board of County Commissioners

Subject: Letter of Support – 3010 Tamimi Trail- PL20220006931

To Whom it May Concern:

On behalf of the Bayshore/Gateway Triangle Local Redevelopment Advisory Board (CRA) we would like to express our support regarding the July 09, 2024, CRA public meeting / Presentation. The Board was excited to hear about the updated development plans for 3010 Tamiami Trail because it did not require a parking reduction and fit within the parameters of what the community envisioned. We know and understand revising the site plan was not an easy task but has provided a much better option for their project to be successful and not negatively impact the community at the same time.

The specific interior height from the developer was fully supported and we would greatly appreciate the support of the BCC, Planning Commission and the Growth Management Division to allow this request.

The CRA Board has voted unanimously to support this project with the revised deviation request as presented in the July 9th CRA LRAB Public Meeting and the additional NIMS meeting on September 5, 2024.

Respectfully,

Karen Beatty

Chair, Karen Beatty

Offices: 3570 Bayshore Drive, Unit 102, Naples, Florida 34112
Phone: 239-643-1115
Online: www.BGTCRA.com


PUBLIC HEARING
FOR
Metro South – Mixed-Use Project (MUP)
Petition No. 20220006931
CCPC: NOVEMBER 21, 2024 - 9 a.m.
BCC: JANUARY 14, 2025 - 9 a.m.
Board of County Commissioners' Chambers
Third Floor, Collier County Government Center
3299 Tamiami Trail East, Naples, FL 34112
Planner: Timothy Finn, AICP: 239-252-4312


SPEED
LIMIT
45


PUBLIC HEARING
FOR
Metro South – Mixed-Use Project (MUP)
Petition No. 20220006931
CCPC: NOVEMBER 21, 2024 - 9 a.m.
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Board of County Commissioners' Chambers
Third Floor, Collier County Government Center
3299 Tamiami Trail East, Naples, FL 34112
Planner: Timothy Finn, AICP: 239-252-4312

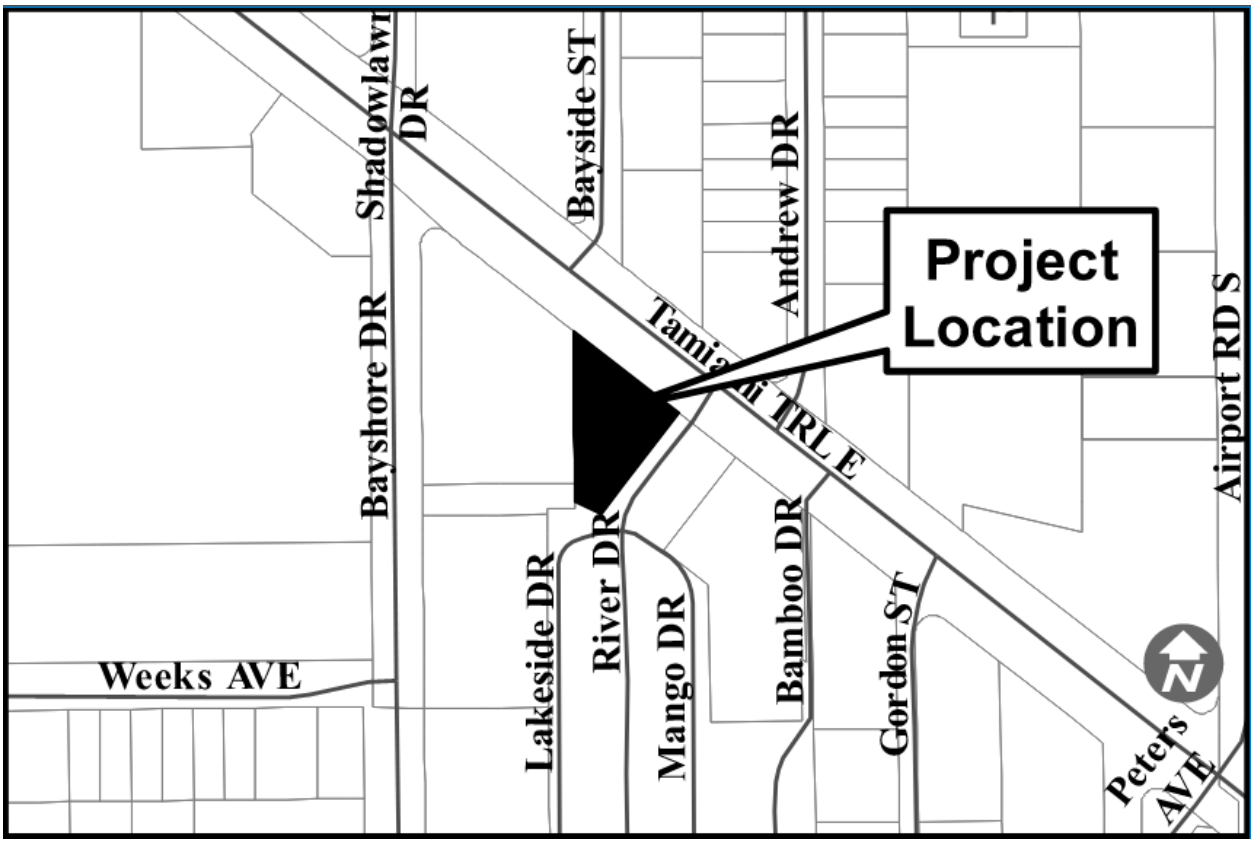



PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the **Collier County Board of County Commissioners (BCC)** at **9:00 A.M.** on **January 14, 2025**, in the Board of County Commissioners meeting room, third floor, Collier Government Center, 3299 East Tamiami Trail, Naples FL to consider:

A RESOLUTION OF THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS DESIGNATING METRO SOUTH AS A MIXED-USE PROJECT (MUP) IN THE GATEWAY TRIANGLE ZONING OVERLAY DISTRICT, COMMERCIAL MIXED-USE SUB-DISTRICT (GTZO-MXD), COMPRISING 0.64± ACRES PURSUANT TO LAND DEVELOPMENT CODE SEC. 2.03.07.N.4; PROVIDING FOR DESIGNATION AS "MUP," AND APPROVING UP TO A MAXIMUM OF 8 RESIDENTIAL DWELLING UNITS INCLUDING 7 BONUS DENSITY UNITS AS DETERMINED THROUGH THE SDP PROCESS AND 3,860 SQUARE FEET OF PERMITTED COMMERCIAL USES, WITH ONE DEVIATION; AND PROVIDING FOR CONCEPTUAL SITE PLAN APPROVAL, FOR PARCELS LOCATED SOUTH OF TAMIAMI TRAIL EAST, APPROXIMATELY 295 FEET EAST OF BAYSHORE DRIVE. [PL20220006931]



A copy of the proposed Resolution is on file with the Clerk to the Board and is available for inspection. All interested parties are invited to attend and be heard.

All persons wishing to speak on any agenda item must register with the County Manager prior to presentation of the agenda item to be addressed. Individual speakers will be limited to three (3) minutes on any item. The selection of any individual to speak on behalf of an organization or group is encouraged. If recognized by the Chairman, a spokesperson for a group or organization may be allotted ten (10) minutes to speak on an item. Written materials intended to be considered by the Board shall be submitted to the appropriate County staff a minimum of seven (7) days prior to the public hearing. All materials used in presentations before the Board will become a permanent part of the record.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

Any person who decides to appeal any decision of the **Board** will need a record of the proceedings pertaining thereto and therefore, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Facilities Management Division, located at 3335 Tamiami Trail East, Suite 101, Naples, FL 34112-5356, (239) 252-8380, at least two (2) days prior to the meeting. Assisted listening devices for the hearing impaired are available in the Board of County Commissioners Office.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

CHRIS HALL,
CHAIRMAN

CRYSTAL K. KINZEL,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: Jennifer Hansen
Deputy Clerk (SEAL)

Executive Summary

This item requires that Commission members provide ex-parte disclosure. Should a hearing be held on this item, all participants are required to be sworn in. Recommendation to approve Petition VAC-PL20240002006, to conditionally disclaim, renounce, and vacate a portion of the Trail Boulevard, depicted as an 80-foot right of way adjacent to Lots 25 through 30, Block A, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, located approximately 200 feet north of Pine Ridge Road (C.R. 896), abutting the east side of Tamiami Trail North (U.S. 41), located in Section 10, Township 49 South, Range 25 East, Collier County, Florida.

OBJECTIVE: To adopt a Resolution to conditionally vacate the County and the public interest in a portion of Trail Boulevard, depicted as an 80-foot right of way adjacent to Lots 25 through 30, Block A, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, located in Section 10, Township 49 South, Range 25 East, Collier County, Florida, being more specifically shown in Exhibit "A".

CONSIDERATIONS: Petition VAC-PL20240002006 has been received by the Development Review Division, Growth Management Community Development Department, as a request is to vacate a portion of the 80-foot-wide Trail Boulevard right-of-way as shown on the plat of Pine Ridge, Plat Book 3, Page 24 of the public records of Collier County, Florida, located in Section 10, Township 49 South, Range 25 East, Collier County, Florida.

Property owner McCabe & Sons Hospitality, LLC f/k/a Waterside Hotel Development, LLC ("McCabe") is redeveloping the longtime Beacon Bowl property with a luxury boutique hotel at the northeast corner of Pine Ridge Road and Tamiami Trail N (U.S. 41). McCabe is seeking to conditionally vacate the portion of Trail Boulevard abutting the proposed hotel site as part of a broader redevelopment vision that involves re-configuring Trail Boulevard, and the public benefit of providing replacement easements, installing a decorative roadway and sidewalk with lush landscaping along Trail Boulevard between 7-Eleven and Ridge Drive, a new bus stop, and providing a sanitary sewer system for adjacent neighbors. The public will retain the perpetual non-gated access across the property between 7-Eleven and Ridge Drive.

The vacation resolution requires a number of conditions to be met before it is effectuated, including the design, permitting, and installation a decorative roadway, sidewalk and landscaping along Trail Boulevard, as well as providing permanent replacement easements. In the meantime, the County will retain its easement interests in the form of temporary blanket easements over the portion of Trail Boulevard to be vacated. Further, Mr. McCabe will come back to the board for final acceptance and enter into a landscape maintenance agreement within three years.

FISCAL IMPACT: The application fee of $2,000 covers staff review, and processing. The applicant is also responsible for advertising fees.

GROWTH MANAGEMENT IMPACT: There is no growth management plan impact associated with this action.

LEGAL CONSIDERATIONS: The petitioner is requesting the conditional vacation of the County and the public interest in a portion of Trail Boulevard, depicted as an 80-foot right of way adjacent to Lots 25 through 30, Block A, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, located in Section 10, Township 49 South, Range 25 East, Collier County, Florida.

Pursuant to Resolution 2021-243 and Florida Statutes sections 336.09, 336.10, and 177.101, the Board, with respect to property under their control, upon petition of any person or persons, may adopt a resolution to vacate, abandon, discontinue, and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, other than a state or federal highway, and to renounce and disclaim any right of the County and the public in and to any land in connection therewith; and may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage when the following criteria are met:

1. The request is in the interest of the general public welfare, or no public detriment is established;

2. The persons making the application for said vacation own the fee simple title to the whole, or that part of the tract covered by the plat sought to be vacated;
3. The request will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and
4. The request does not invade or violate individual property rights.

This item has been approved as to form and legality and requires a majority vote for Board approval. - DDP

RECOMMENDATIONS: To Approve the attached Resolution relating to Petition VAC-PL20240002006, which will conditionally vacate the County and the public interest in a portion of Trail Boulevard, and direct the Clerk to record a certified copy of the Resolution in the Public Records and to make a proper notation of this Resolution on the plat of Pine Ridge, as recorded in Plat Book 3, Page 24 of the Public Records of Collier County, Florida.

PREPARED BY: Marcus L. Berman, P.S.M., County Land Surveyor, Development Review Division.

ATTACHMENTS:
1. Resolution - 122024
2. Application
3. Affidavit of Authorization - Waterside Hotel Development LLC
4. Property Ownership Disclosure Form
5. Statement of Public Benefit 7_2_24)
6. Exhibit C Resolution 1977 vacating the south end of Trail Blvd.
7. Exhibit D Conceptual Site Plan
8. 2023 Paid Property Tax Receipts
9. Certified Letter to 7-11 requesting LONO
10. LONO Letters of No Objection All
11. LONO LUMENS
12. Plat of Pine Ridge PB 3 page 24
13. Resolution 2021-243
14. legal ad - agenda ID 24-2276 - VAC-PL20240002006 5380-5400 Trail Blvd

RESOLUTION NO. 2025-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, TO CONDITIONALLY DISCLAIM, RENOUNCE AND VACATE THE COUNTY AND THE PUBLIC INTEREST IN A PORTION OF TRAIL BOULEVARD, DEPICTED AS AN 80-FOOT RIGHT OF WAY ADJACENT TO LOTS 25 THROUGH 30, BLOCK A, PINE RIDGE, AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LOCATED ON THE EAST SIDE OF TAMIAMI TRAIL NORTH (U.S. 41) AND NORTH OF PINE RIDGE ROAD, IN SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA. [PL20240002006]

WHEREAS, pursuant to Resolution 2021-243, petitioner Noel Davies, Esq. of Davies Duke, PLLC, on behalf of the property owner, has requested the vacation of the County and the Public interest in a portion of Trail Boulevard, depicted as an 80-foot right of way adjacent to Lots 25 through 30, Block A, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, in Section 10, Township 49 South, Range 25 East, Collier County, Florida, being more specifically described in Exhibit "A", attached hereto; and

WHEREAS, McCabe & Sons Hospitality, LLC f/k/a Waterside Hotel Development, LLC (hereinafter referred to as "McCabe"), is the owner of Lots 25 through 30, Block A, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, by virtue of those certain Warranty Deeds recorded in Official Records Book 6293, Page 1368, and Official Records Book 6293, Page 3327, in the Public Records of Collier County, Florida, located at 5400 Trail Boulevard, Naples, FL 34108 (hereinafter referred to as "McCabe's Property"); and

WHEREAS, on or about February 15, 2024, McCabe made application for the vacation of that portion of Trail Boulevard abutting McCabe's Property (PL20240002006) (hereinafter "Proposed Vacation Application"), with the sketch and legal description of said proposed vacation being attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter "Proposed Right of Way Vacation"); and

WHEREAS, the Collier County holds the platted right-of-way Trail Boulevard in trust on behalf and for the benefit of the public, and maintains said right-of-way the same; and

WHEREAS, McCabe is proposing to create a greater public benefit by replacing the easement with public, County, and utility easements, beautifying and maintaining Trail Boulevard south of Ridge Drive, and providing a sewer system to adjacent neighboring properties as part of the proposed vacation application's approval, conceptually shown in Exhibit "C", attached hereto and incorporated herein by reference (hereinafter referred to as the "Conceptual Plans"); and

WHEREAS, McCabe made application for a Site Development Plan (SDP-PL20230012016) with the County's Development Review Division for a luxury hotel that is currently under review; and

WHEREAS, McCabe intends to reconfigure and beautify Trail Boulevard as part of the luxury hotel's development, through an appropriate revision or amendment to SDP-PL2023001201 and corresponding right of way permit; and

WHEREAS, the public benefit provided for in McCabe's Proposed Vacation Application provides for greater public benefit and welfare than the existing governmental use of the platted right-of-way and its possession in trust for the benefit of the public; and

WHEREAS, at its December 10, 2024 regular meeting, the Board of County Commissioners ("Board"), via Resolution No. 2024-239, approved the scheduling of a public hearing on January 14, 2025, pursuant to Resolution 2021-243; and

WHEREAS, the Board, on this day, held a public hearing to consider the petitioner's request and notice of said public hearing was given as required by law; and

WHEREAS, the granting of the McCabe's request will not adversely affect the ownership or right of convenient access of the property owners, nor invade or violate individual property rights, and otherwise qualifies under sections 336.09 and 177.101, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. All of the above recitals are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

2. The County and the Public interest in the portion of Trail Boulevard depicted as an 80-foot right of way adjacent to Lots 25 through 30, Block A, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, in Section 10, Township 49 South, Range 25 East, Collier County, Florida, being more specifically shown in Exhibit "A", is hereby conditionally vacated, extinguished, renounced and disclaimed, and this action is declared to be in the Public interest and for the Public benefit, subject to conditions a.–d. below, and effective upon adoption of this Resolution, but not deemed satisfied until recordation and acceptance of replacement easements acceptable to the County, which will be evidenced by a Board resolution as prescribed in ¶ 4.

    a. McCabe shall make application for the appropriate revisions or amendment to SDP-PL20230012016, as well as application for a Right of Way Permit, to substantially effectuate the Conceptual Plans within one year of the adoption of this resolution.

    b. McCabe, at its sole cost and expense, shall design, permit, and install a decorative roadway, sidewalk and landscaping along Trail Boulevard and the forthcoming permanent public access easement south of Ridge Street, in substantial compliance with the Conceptual Plans

and as reviewed and approved by the appropriate revisions or amendment to SDP-PL20230012016 and the corresponding Right of Way Permit, subject to the following:

i. The County Manger or designee shall have complete discretion in providing approval of the decorative roadway, sidewalk and landscaping when reviewing the appropriate revisions or amendment to SDP-PL20230012016 and the corresponding Right of Way Permit (including design, materials, and landscaping), to ensure public health, safety, and welfare.

ii. After such approval, McCabe shall enter into a landscape and roadway maintenance agreement with the Board of County Commissioners and provide ongoing maintenance of Trail Boulevard south of Ridge Drive thereafter.

iii. Completion of the decorative roadway, sidewalk and landscaping shall be evidenced by a passing final inspection and Site Final Acceptance (SAF) letter from the County's Development Review Division.

iv. The terms of this paragraph shall be completed within three years of the adoption of this resolution, unless otherwise extended by the Board.

c. McCabe shall relocate and replace the existing bus shelter with a like kind or better and provide a 12-foot lane for a bus stop off Tamiami Trail North, substantially as shown in the Conceptual Plans, subject to approval by Florida Department of Transportation (FDOT).

d. McCabe shall install, at its sole cost and expense and to County standards, individual wastewater stub outs on the south side of Lot 30, Block A, Pine Ridge for each commercial building (7-Eleven and Le Indya) located on Lots 31 through 33, Block A, Pine Ridge, as part of SDP-PL20230012016's unified wastewater system, to be conveyed to the Collier County Water-Sewer District, along with corresponding County Utility Easements during Site Development, at the determination of the County Manager or designee, as conceptually shown in Exhibit "E", attached hereto and incorporated herein by reference.

3. Until permanent easements are granted and accepted, the County retains and otherwise reserves unto itself Temporary Public Access, Sidewalk, Drainage, and County Utility Easements over that portion of Trail Boulevard depicted as an 80-foot right of way adjacent to Lots 25 through 30, Block A, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, being more specifically shown in Exhibit "A", as a:

a. Temporary Public Access Easement for the construction, installation, maintenance, and operation of Trail Boulevard as a vehicular roadway open to the public;

b. Temporary Sidewalk Easement for the construction, installation, maintenance, and operation of sidewalks and other pedestrian access for the public;

c. Temporary Drainage Easement for the construction, installation, maintenance, and operation of drainage facilities and swales; and

d. Temporary County Utility Easement for the Collier County Water-Sewer District's construction, installation, maintenance, and operation of potable, non-potable, and sewer infrastructure;

each of which shall independently terminate upon the granting and acceptance of a respective permanent replacement easement, as evidenced by the subsequent Board resolution demonstrating satisfaction as prescribed in ¶ 4. The permanent replacement Public Access, Sidewalk and Drainage Easements shall be granted to the County, and the permanent County Utility Easement shall be granted to the Collier County Water-Sewer District at no cost within one year of the adoption of this resolution, with all closing costs borne by McCabe. The County Utility Easement shall be subordinate to the Public Access, Sidewalk and Drainage Easements.

4. A subsequent Board resolution demonstrating the satisfaction of the conditions of this resolution and acceptance of the permanent easements shall be recorded in the Public Records at McCabe's expense within three years of the adoption of this resolution, unless otherwise extended by the Board.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk to the Board is hereby directed to record a certified copy of the Resolution in the Public Records of Collier County, Florida and to make proper notation of this Resolution on the plat of Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida .

THIS RESOLUTION ADOPTED after motion, second and majority vote favoring same, this 14th day of January 2025.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____
Deputy Clerk

Approved as to form and legality:

_____
Derek D. Perry
Assistant County Attorney

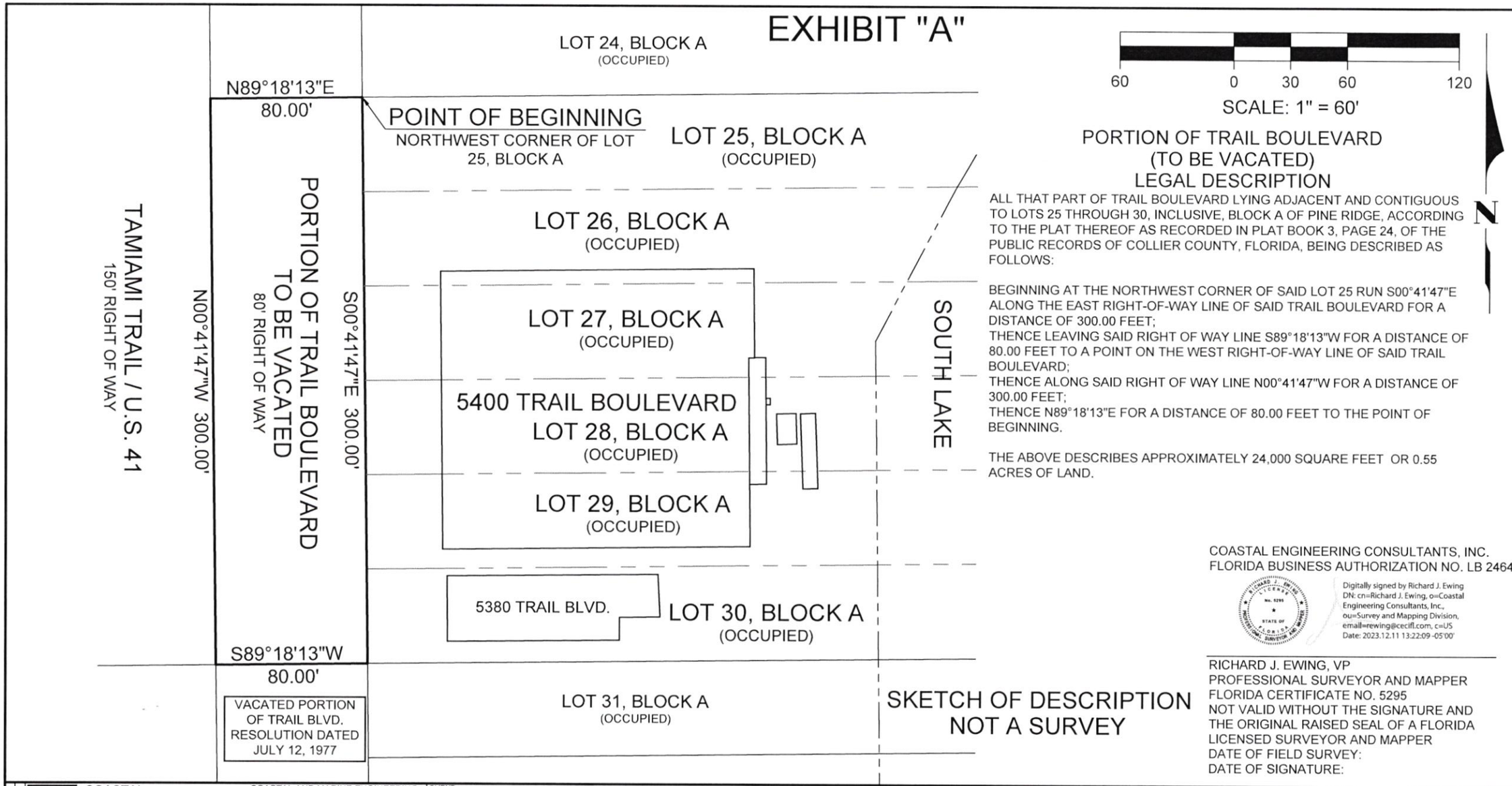
DDP
12/20/24

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Burt L. Saunders, Chairman

Attachments:
Exhibit "A" - Sketch & Description
Exhibit "B" - Location-Site Map
Exhibit "C" - Conceptual Site Plan
Exhibit "D" - Joinder and Consent
Exhibit "E" - Conceptual Stub Outs

EXHIBIT "A"



60 0 30 60 120

SCALE: 1" = 60'

N

PORTION OF TRAIL BOULEVARD (TO BE VACATED) LEGAL DESCRIPTION

ALL THAT PART OF TRAIL BOULEVARD LYING ADJACENT AND CONTIGUOUS TO LOTS 25 THROUGH 30, INCLUSIVE, BLOCK A OF PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 25 RUN S00°41'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRAIL BOULEVARD FOR A DISTANCE OF 300.00 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE S89°18'13"W FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID TRAIL BOULEVARD;
THENCE ALONG SAID RIGHT OF WAY LINE N00°41'47"W FOR A DISTANCE OF 300.00 FEET;
THENCE N89°18'13"E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES APPROXIMATELY 24,000 SQUARE FEET OR 0.55 ACRES OF LAND.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING No. 5295 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by Richard J. Ewing
DN: cn=Richard J. Ewing, o=Coastal Engineering Consultants, Inc., ou=Survey and Mapping Division, email=rewing@cecifl.com, c=US
Date: 2023.12.11 13:22:09 -05'00'

RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DATE OF FIELD SURVEY:
DATE OF SIGNATURE:

SHEET 1 OF 1
FILE NO. 22.190

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL AND GEOLOGICAL SERVICES
LAND AND MARINE SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

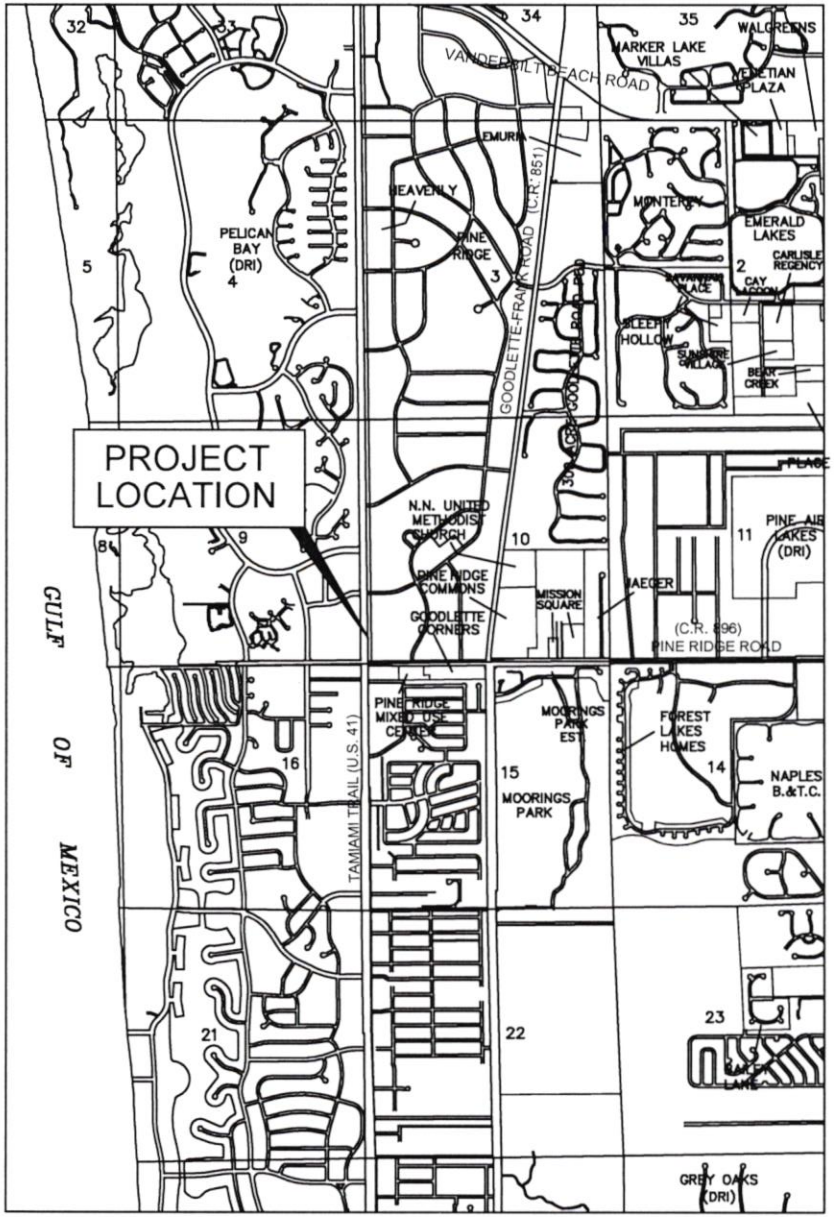
CLIENT: WATERSIDE HOTEL DEVELOPMENT LLC

TITLE: SKETCH OF DESCRIPTION OF A PORTION OF TRAIL BOULEVARD TO BE VACATED LYING ADJACENT TO LOTS 25 THROUGH 30, INCLUSIVE, BLOCK A OF PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

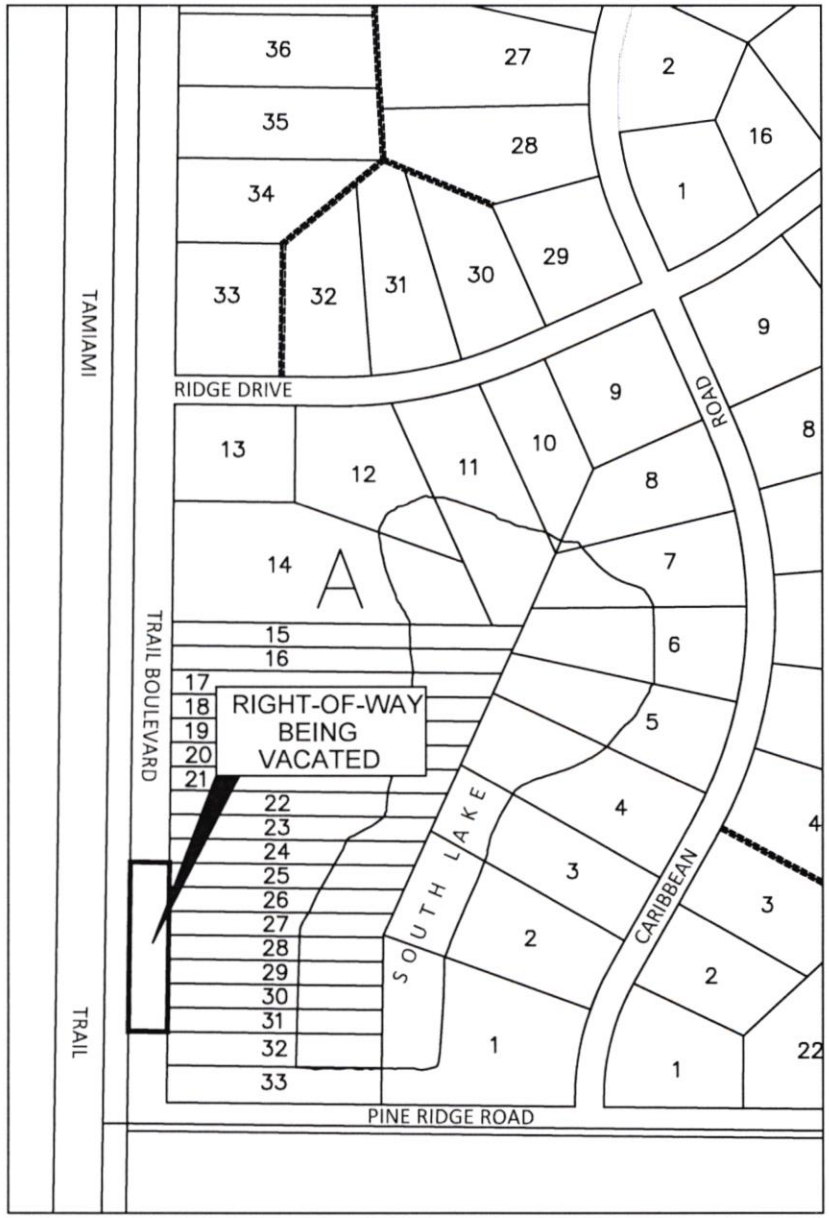
DATE:	12/08/23	SCALE:	1" = 60'
DRAWN:	MMW	F.B.	N/A
CHECKED:	RJE	PG.	N/A
SEC.	10	TWP. 49S	RNG. 25E
ACAD NO.			22.190
REF. NO.			22.190-ROW VACATION

NO.	DATE	BY	REVISION DESCRIPTION

EXHIBIT "B"
VAC–PL20240002006



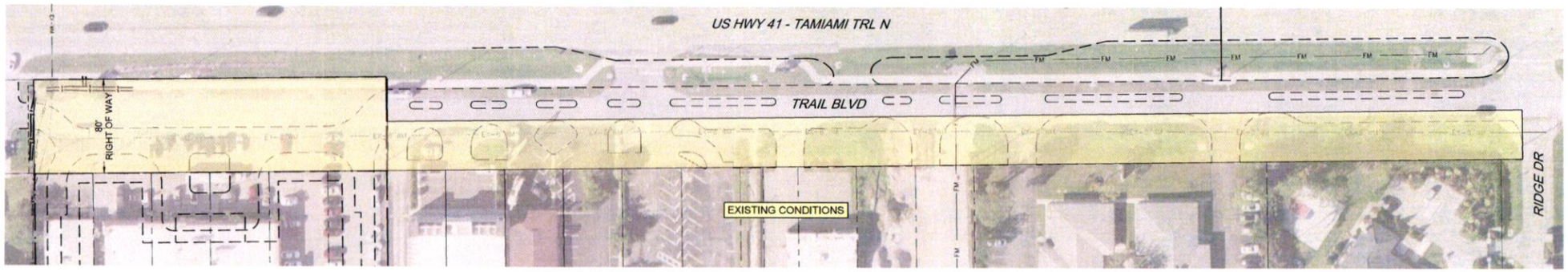
LOCATION MAP

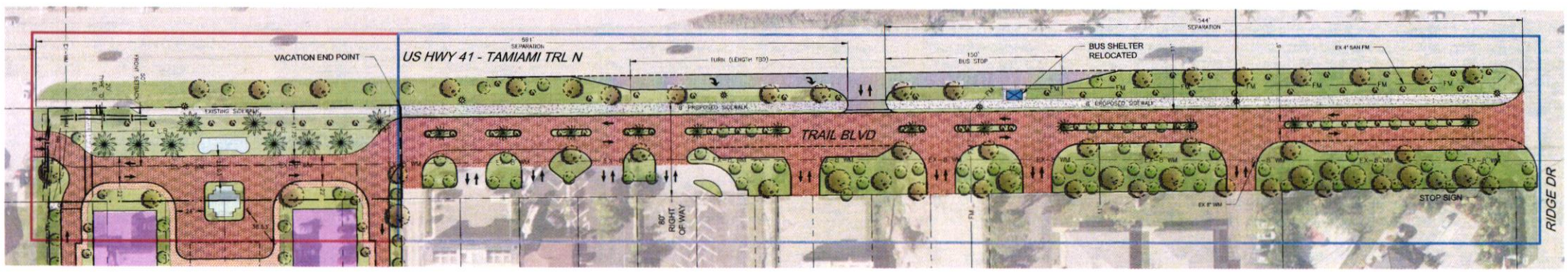


SITE MAP

Prepared by:
Marcus L. Berman P.S.M.
County Land Surveyor
Professional Surveyor & Mapper LS 5086
Growth Management Community Development Department
Development Review Division
2800 North Horseshoe Drive, Naples Florida 34104

EXHIBIT "C"





GENERAL NOTES:

1. THIS CONCEPT PLAN HAS BEEN PREPARED WITHOUT A CURRENT SURVEY AND IS BASED ON A BOUNDARY OBTAINED THROUGH COLLIER COUNTY PROPERTY APPRAISER. THE SURVEYED BOUNDARY, ONCE RECEIVED, MAY DEVIATE FROM THE COLLIER COUNTY PROPERTY APPRAISER BOUNDARY AND MAY NECESSITATE CHANGES OF THE SITE LAYOUT.
2. THE STORMWATER MANAGEMENT SYSTEM IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE PENDING STORMWATER MODELING.
3. THIS CONCEPT PLAN LAYOUT IS SUBJECT TO CHANGE AS A RESULT OF NEW INFORMATION, REQUIREMENTS, REQUESTS, AND FEEDBACK FROM PERMITTING ENTITIES.

DAVIDSON ENGINEERING
ESTABLISHED
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.8060
Company Cert. of Authorization No. 00009495

LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED PAVERS
- CONCEPTUAL BUILDING FOOTPRINT
- LANDSCAPE AREAS
- CONCEPTUAL VEGETATION
- STOP SIGN
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- D = BEAUTIFICATION TO BE DONATED
- V = ROW TO BE VACATED

SCALE: 1" = 40'

5400 TRAIL BLVD

SHEET
CONCEPT PLAN MEDIAN STUDY

REVISIONS		
REV.	DATE	DESCRIPTION
	5/6/2024	REVISED ROW VACATION PLAN

EXHIBIT "D"

CONSENT, JOINDER, AND ACCEPTANCE OF RESOLUTION

The undersigned, Philip J. McCabe, as Manager of McCabe & Sons Hospitality, LLC f/k/a Waterside Hotel Development, LLC, hereby certifies that they are the owner of that certain parcel of real property described as Lots 25 through 30, Pine Ridge, as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida, located in in Section 10, Township 49 South, Range 25 East, Collier County, Florida, and the undersigned hereby consents, joins in, and accepts the terms and conditions of the foregoing Resolution and acknowledges that it establishes a valid and enforceable covenant running with the aforementioned land, as specifically set forth in Collier County Resolution No. 2025-_____.

WITNESSES:

_____
Witness # 1 Signature

_____
Witness #1 Printed Name

_____
Witness #1 Post Address

_____
Witness # 2 Signature

_____
Witness #2 Printed Name

_____
Witness #2 Post Address

McCabe & Sons Hospitality, LLC f/k/a Waterside Hotel Development, LLC

By: _____
Philip J. McCabe, Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of December 2024, by Philip J. McCabe as Manager of McCabe & Sons Hospitality, LLC f/k/a Waterside Hotel Development, LLC ☐ who is personally known to me or ☐ who has produced _____ as identification.

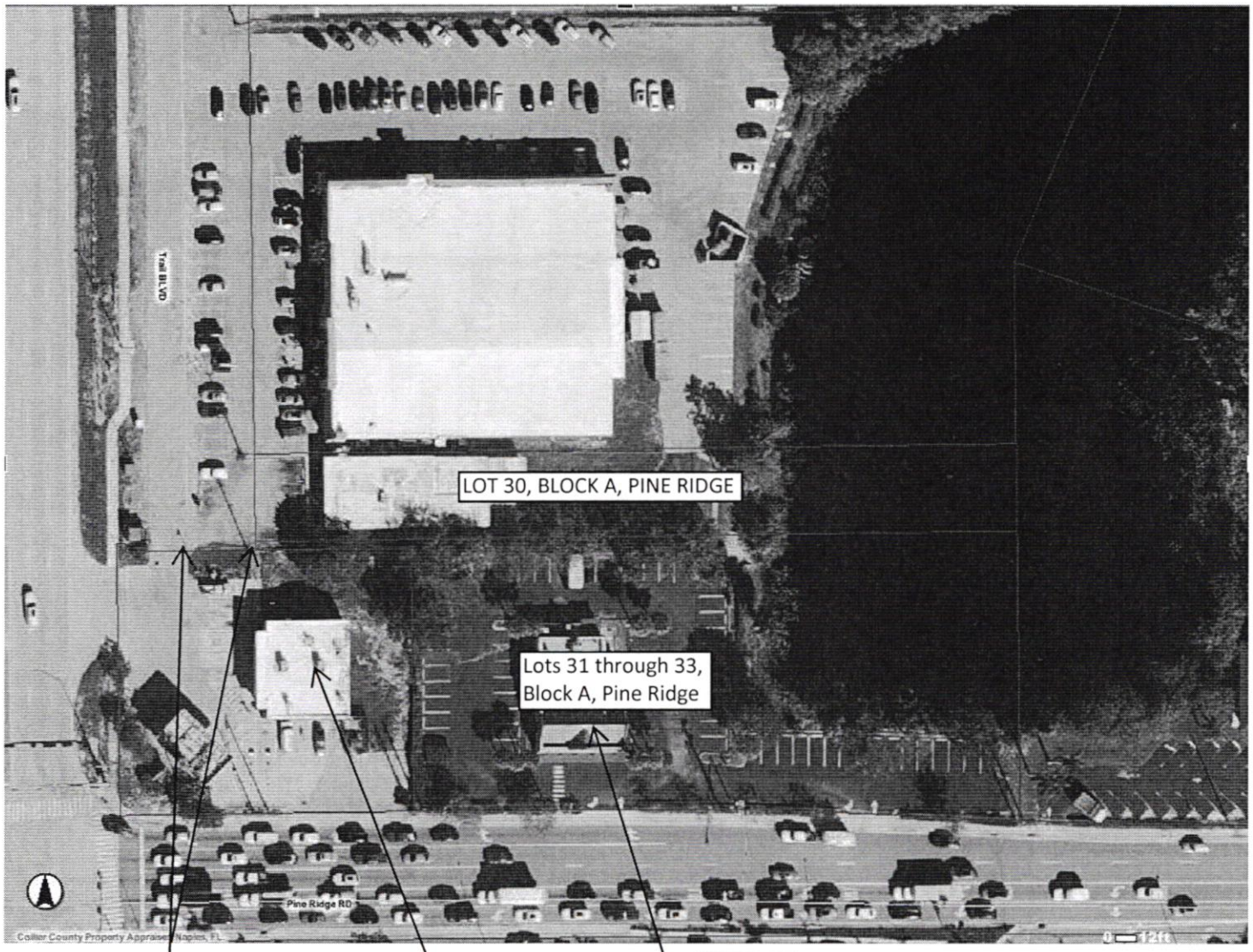
_____
Notary Public Signature

[Affix Notarial Seal]

_____
Notary Public Printed Name

CAO

EXHIBIT "E"


LOT 30, BLOCK A, PINE RIDGE
Lots 31 through 33, Block A, Pine Ridge
Pine Ridge RD
Conceptual location of individual wastewater stub outs
7-Eleven
Le Indya

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

APPLICATION FOR VACATING

FLORIDA STATE STATUTES SECTIONS 336.09, 336.10, 177.101, and 125.37; Ordinance No. 01-57; Resolution 2021-243; and Applicable sections of the Collier County Land Development Code

☑ **AVROW- Vacation of Road Right-of-Way, Road Name:** Trail Blvd.

☐ **AVPLAT-Vacation of Plats or portions of plats of subdivided land**

Name of Plat: _____ **Plat Book:** _____ **Page(s):** _____

☐ **AVESMT- The extinguishment of public dedicated easements recorded by separate instrument in the public records (other than on a subdivision plat), platted or unplatted land, except for public roads.**

Official Record Book: _____ **Page(s)** _____

APPLICANT CONTACT INFORMATION

Name of Owner: Waterside Hotel Development, LLC
Name of Applicant if different than owner: Waterside Hotel Development, LLC, c/o Noel J. Davies, Esq., Davies Duke, PLLC
Address: 9400 Fountain Medical Court, Suite B 100 **City:** Bonita Springs **State:** FL **ZIP:** 34135
Telephone: 239-405-8033 Noel Davies **Cell:** _____ **Fax:** _____
E-Mail Address: noel.davies@daviesduke.com

Name of Agent: Noel J. Davies, Esq.
Firm: Davies Duke, PLLC
Address: 1415 Panther Lane, Suite 442 **City:** Naples **State:** FL **ZIP:** 34109
Telephone: 239-246-0555 Catherine Louise **Cell:** 239-405-8033 Noel Davies **Fax:** _____
E-Mail Address: catherine.louise@daviesduke.com / noel.davies@daviesduke.com

PROPERTY INFORMATION

Address of Subject Property: Please see attached. **Parcel ID #** _____
Legal Description: _____ **Lot** _____ **Block** _____ **Tract** _____
Section/Township/Range: _____/_____/_____
Current Zoning: _____
Note:

1) **If applicant is a land trust, indicate the name of beneficiaries.**
2) **If applicant is a corporation other than a public corporation, indicate the name of the officers and major stockholders.**
3) **If applicant is a partnership, limited partnership or other business entity, indicate the name of the principals.**
4) **List all other owners.**

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

ELECTRONIC SUBMITTAL REQUIREMENT CHECKLIST

This completed checklist is to be submitted with the application packet. **Incomplete submittals will not be accepted. For further explanation regarding the requirements for the Vacating Application, and the below checklist, refer to Resolution 2021-243.**

REQUIREMENTS FOR REVIEW:	ELECTRONIC DOCUMENTS	REQUIRED	NOT REQUIRED
Completed Application (download current form from the County website)	1	☒	☐
Addressing Checklist signed by Addressing Department	1	☒	☐
Complete application and all submittal documents in PDF format	1	☒	☐
Fee Simple Deed	1	☒	☐
Statement explaining the general public benefit from the proposed vacation	1	☒	☐
Certificate showing all State and County taxes have been paid for subject parcel	1	☒	☐
Assessment map depicting area of proposed vacation	1	☒	☐
List of abutting and other property owners within 250 feet of the proposed vacation including their address and parcel number	1	☒	☐
Site Plan on 8½" x 11" paper	1	☒	☐
Sketch & legal description of what is to be vacated on 8½" X 11", labeled with a bold Exhibit "A" signed & sealed by hand or digitally	1	☒	☐
Copy of the recorded subdivision plat	1	☐	☐
Letter Authorizing representation, if the applicant isn't the owner	1	☐	☐
Affidavit of Authorization signed and sealed	1	☒	☐
Replacement easement documentations, if applicable	1	☐	☐
If replacement easement is required by Collier County, provide a current attorney's Title Opinion or ownership & encumbrance report by a title company	1	☐	☐
A copy of document that granted, conveyed or dedicated the easement to the County or public, for Vacations of Easement only	1	☐	☐
Copy of document which granted, conveyed or dedicated the Right-of-Way to the County or public, for Vacation of Right-of-Way only	1	☐	☐
Completed Property Ownership Disclosure Form (download current form from the County website)	1	☐	☐
Reason for Request (required for AVROW applications only)	1	☐	☐
REQUIREMENTS FOR RECORDING:			
Upon approval of application, signed with raised seal, two copies of Exhibit "A" will need to be submitted for Board approval and recording.	1	☐	☐

Collier County
Growth Management
Community Development Department

2800 North Horseshoe Drive
Naples, Florida 34104
239-252-2400

ELECTRONIC SUBMITTAL REQUIREMENT CHECKLIST CON'T

REQUIREMENTS FOR REVIEW:	ELECTRONIC DOCUMENTS	REQUIRED	NOT REQUIRED
Letters of No Objection from each of the following, as applicable:			
Electric Company / Florida Power and Light Naples Service Center 1220 5th Ave North Naples, FL 34102 **Phone:** 239-262-1322	1	☒	☐
Century Link/Lumen ATTN: Kenneth Stinnett **Email**: Kenneth.stinnett@Lumen.com ATTN: Sherlene Clevenger **Email**: Sherlene.clevenger@Lumen.com 3530 Kraft Road, Naples, FL 34105 **Phone:** 239-263-6234	1	☒	☐
Collier County Sherriff's Office / Legal Department ATTN: Michael Hedberg 3319 E Tamiami Trail, Naples, FL 34112 **Phone:** 239-252-0660	1	☒	☐
Greater Naples Fire and Life Safety ATTN: Shawn Hanson, Deputy Chief 2700 N Horseshoe Drive, Naples, FL 34104 **Phone:** 239-774-2800	1	☐	☒
North Collier Fire Control and Rescue District ATTN: Fire Prevention Bureau and Support Services 6495 Taylor Road, Naples, FL 34109 **Phone:** 239-597-9227	1	☒	☐
Comcast / Xfinity ATTN: Xavier Medina **Email**: Xavier_Medina@comcast.com 12600 Westlinks Drive, Ste 4 Fort Myers, FL 33913	1	☒	☐
Capital Projects Planning, Impact Fees & Program Management Division ATTN: Richard Orth **Email:**Richard.Orth@colliercountyfl.gov 2685 South Horseshoe Drive, Suite 103 Naples, FL 34104	1	☐	☐
Adjacent Property Owners	1	☐	☐
Homeowners Association	1	☐	☒

FEES

- **Application Fee:** $2,000.00
- **Estimated Legal Advertising Fee (to be paid by the applicant in addition to the application fees at the time of submittal)**
  - **AVROW:** $700.00
  - **AVPLAT:** $1,200.00
  - **AVESMT:** $1,200.00

LINKS

Online Payment Guide can be located: Here

Completed application may be submitted online GMD Public Portal

If unfamiliar to applying on portal or have questions, please look over our E-Permitting Guide

Noel J. Davies
Applicant/Agent Signature

02/14/2024
Date

Noel J. Davies
Print

Waterside Hotel Development, LLC

Address	Parcel ID	Legal Description	S/T/R	Current Zoning
5380 Trail Blvd.	67180880002	Pine Ridge Blk A Lot 30	10-49-25	C4 and RSF-1
5400 Trail Blvd.	67180840000	Pine Ridge Blk A Lots 25-29 OR 1092 Pg 692	10-49-25	C4 and RSF-1

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) _____

I, Philip J. McCabe (print name), as Manager (title, if applicable) of Waterside Hotel Development, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [X] applicant [X] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Davies Duke, PLLC and Davidson Engineering, Inc. to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Philip J. McCabe
Signature

11/21/2023
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [✓] physical presence or [ ] online notarization this 21 day of November, 2023 by (printed name of owner or qualifier) _____.

Such person(s) Notary Public must check applicable box:

[✓] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Seal

Notary Signature: Christine L. Cuomo

CHRISTINE L. CUOMO
MY COMMISSION # HH 005993
EXPIRES: June 14, 2024
Bonded Thru Notary Public Underwriters

CP\08-COA-00115\155
REV 3/4/2020

Collier County

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

Florida Limited Liability Company

b. If the property is owned by a ~~CORPORATION~~, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership
PJM & Sons Hospitality, LLC, 455 Citation Point, Naples FL 34104	100%
Philip J. McCabe, 455 Citation Point, Naples FL 34104	100%

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership

GM 6.28.21

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired _____

☐ **Leased: Term of lease** _____ **years /months**

If, Petitioner has option to buy, indicate the following:

Collier County

Growth Management Community Development Department
2800 North Horseshoe Drive, Naples, Florida 34104
Phone: (239) 252-1036 | Email: GMDClientServices@colliercountyfl.gov
www.colliercountyfl.gov

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

***The completed application, all required submittal materials, and fees shall be submitted to:**
Growth Management Community Development Department | GMD Portal:
https://cvportal.colliercountyfl.gov/cityviewweb

Questions? Email: GMDclientservices@colliercountyfl.gov

Agent/Owner Signature

6.28.2024
Date

Agent/Owner Name (please print)
Philip J. McCabe, MGR
PJM & Sons Hospitality, LLC
Waterside Hotel Development, LLC

VACATION APPLICATION

REASON FOR REQUEST / STATEMENT EXPLAINING THE GENERAL PUBLIC BENEFIT FROM THE PROPOSED VACATION

A. The Request

As a threshold matter, please note that, since the first submittal, the Applicant has revised its request significantly to include retention of the existing vehicular and pedestrian two-way access over the to be vacated area, including access to and from the nearby 7-11 gas station. Further, as outlined hereinbelow, there are major existing public safety concerns in the subject area, all of which will be drastically improved through the subject vacation request. Sheriff Rambosk has reviewed the subject request and has issued a letter of recommendation (attached), particularly with respect to the safety improvements that will result from granting the subject vacation request and corresponding traffic calming measures. In addition to Sheriff Rambosk's endorsement, Applicant has included a Safety Analysis from Trebilcock Consulting Solutions, which further details the specific public safety benefits from a transportation engineer's perspective.

Applicant requests a vacation of a certain portion of platted right of way (the "To Be Vacated Area"), as described on Plat Book 3, Page 24, located along Trail Boulevard, immediately adjacent to the west of the properties located at 5380 Trail Boulevard and 5400 Trail Boulevard, Parcel IDs 67180880002 and 67180840000, respectively (the "Applicant's Property"), all as more particularly depicted in the document attached hereto and incorporated herein as **Exhibit A**. The purpose of the subject request is to beautify the To Be Vacated Area by installing and maintaining in perpetuity transformative landscaping and hardscaping as outlined in more detail below.

The subject request relates to Applicant's development of a luxury, five-star, five-diamond boutique hotel (the "Hotel") on Applicant's Property. The vision for the Hotel includes a transformation of the entirety of the corridor from Applicant's Property north to Ridge Drive and including the To Be Vacated Area. Specifically, in exchange for the vacation of the To Be Vacated Area, Applicant is willing to donate to the public transformative landscaping and streetscaping improvements to a much larger area than the To Be Vacated Area (the "Right of Way Improvements"), all as more particularly depicted in the graphic attached hereto and incorporated herein as **Exhibit B**, which has been revised to retain two-way pedestrian and vehicular access over the To Be Vacated Area.

As a condition of approval of the To Be Vacated Area, Applicant commits to work with County Staff through the right-of-way permitting process (including entering into the required landscape maintenance agreement) to install and maintain in perpetuity the Right of Way Improvements, which would extend from Applicant's Property north to Ridge Drive. This commitment is evidenced in the proposed Developer Agreement included in the resubmittal, which provides for indemnification and two-way access in favor of the County. The Right of Way Improvements would include state-of-the art hardscaping, lush landscaping, new curbing, upgraded sidewalks and sidewalk lighting to create a pedestrian-

friendly revival of this portion of Trail Boulevard. Further, the Right of Way Improvements contemplate additional green space, heavily landscaped median islands and a significant reduction of impervious area. The public benefits resulting from this transformative beautification are inherent within the Hotel's vision of making the Right of Way Improvements a walkable destination, the standards for which are consistent with a five-star, luxury hotel.

As an additional condition of approval of the To Be Vacated Area, Applicant commits that no structures will be constructed within the To Be Vacated Area; rather, lush landscaping and state-of-the art hardscaping will be provided. Applicant will also not disrupt any existing utilities; any and all existing utilities in the To Be Vacated Area will be granted replacement easements from Applicant.

Applicant's Property is located in Activity Center #12 of the Growth Management Plan for Collier County. Activity Centers were established with the goal of channeling capital improvements by the County to major nodes, encouraging the redevelopment of these areas at a higher intensity. The goal of the County in these areas is not to maintain the status quo, but rather to incentivize reinvestment in the Activity Centers. The C-4 Zoning District allows for hotels and motels in an Activity Center in furtherance of the goals of the Growth Management Plan.

As a condition to this vacation request, the Applicant is willing to provide significant improvements to the remaining Trail Boulevard right-of-way (north to Ridge Drive). These Right-of-Way Improvements are intended to encourage redevelopment of the properties to the north of Applicant's property in a manner consistent with the goals of the County, without requiring the expenditure of any public funds. The Applicant is providing a valuable service by pioneering the redevelopment of the east side of US 41.

The Right-of-Way Improvements, which are being made in furtherance of the area's future redevelopment, will increase the value of all properties along this portion of the Trail Boulevard right-of-way. Further, the vacation of the right-of-way at Applicant's site does not materially impact the accessibility of any of the properties along Trail Boulevard, as Applicant is committed to a condition requiring Applicant to maintain two-way access across the To-Be-Vacated Area, including to and from the nearby 7-11 gas station.

B. Historical Context

The portion of the right-of-way immediately south of the To Be Vacated Area (now part of the 7-11 property) was previously vacated in 1977. A copy of the historical documents relating to same are attached hereto and incorporated herein as **Exhibit C**. Applicant is seeking to have the same action applied to Applicant's Property as occurred in 1977 at the 7-11 property. Further, the purpose and intent of the 1977 vacation was to terminate Trail Boulevard such that Trail Boulevard no longer intersected with Pine Ridge Road. *See* July 12, 1977 Minutes in **Exhibit C**. Unfortunately, that never effectively occurred given the frequency of use of the 7-11 property as a "cut through" by Pine Ridge Road westbound

drivers seeking to travel northbound on Trail Boulevard. This has caused an alarming safety issue in the subject area which the subject vacation application solves.

C. Public Benefits: Increased Safety

The specific public benefits that would result from this vacation are categorized as follows: (1) increase in public safety; and (2) transformative beautification of the landscape/streetscape.

As outlined hereinabove, please note that, since the first submittal, the Applicant has revised its request significantly to include retention of the existing vehicular and pedestrian two-way access over the to be vacated area, including access to and from the nearby 7-11 gas station. Further, as outlined hereinbelow, there are major existing public safety concerns in the subject area, all of which will be drastically improved through the subject vacation request. Sheriff Rambosk has reviewed the subject request and has issued a letter of recommendation, particularly with respect to the safety improvements that will result from granting the subject vacation request and corresponding traffic calming measures. In addition to Sheriff Rambosk's endorsement, Applicant has included a Safety Analysis from Trebilcock Consulting Solutions, which further details the specific public safety benefits from a transportation engineer's perspective.

Specifically, with respect to increased safety, vacating the To Be Vacated Area will reduce the dangerous risks that exist today, providing an increased safety benefit to the public and improved pedestrian connectivity to 7-11 and the commercial corridor along Trail Boulevard. Currently, this portion of Trail Boulevard is frequently used by speeding automobiles who traverse across the 7-11 property because of the backup of traffic at the intersection of Pine Ridge Road and U.S. 41. The To Be Vacated Area is also very close to the U.S. 41 ingress/egress location for the 7-11 property and the existing turning movement is dangerous. In preparation for this application, Applicant has been in communication with both County Transportation Staff and FDOT Staff, who are both in support of an added deceleration lane on U.S. 41, as well as the establishment of a proper bus station to replace the hazardous station that currently exists. Applicant has also received feedback from the Collier County Sheriff's Office regarding the recurring dangers that result from use of the 7-11 property as a "cut through" by Pine Ridge Road westbound drivers seeking to head northbound on Trail Boulevard. Applicant is happy to provide supporting documentation from the Collier County Sheriff's Office in a supplemental submittal, highlighting the improved safety that would result from vacating the To Be Vacated Area.

Finally, the Right of Way Improvements that Applicant would donate in exchange for vacating the To Be Vacated Area would significantly add to the public safety benefits. The aesthetic transformation would result in a walkable destination with increased pedestrian and vehicular safety through improvements to the sidewalks – including new lighting – improvements to the bus station, as well as the landscaping and hardscaping elements. This would improve pedestrian connectivity all while providing a cohesive aesthetic consistent with the uncompromising standards of a five-star, luxury hotel.

Applicant has also engaged transportation engineer, Norman Trebilcock, owner of Trebilcock Consulting Solutions, who has conducted an analysis of the existing transportation dangers of the subject intersection as well as the increased safety benefits that would result from vacating the To Be Vacated Area. Mr. Trebilcock's Safety Memorandum is included with the resubmittal and he is available to provide any supplemental information requested by County Staff.

D. Public Benefits: Beautification of the Landscape/Streetscape

Beyond the significant public benefits outlined above, set forth below are the public benefits that would result specifically from the To Be Vacated Area and the Right of Way Improvements.

1. To Be Vacated Area

The To Be Vacated Area is currently used for parking with antiquated, impervious asphalt. Specifically, the To Be Vacated Area is eighty-two percent (82%) impervious. Should the To Be Vacated Area be vacated, the impervious area would be reduced to twenty-eight percent (28%), all as more particularly described in **Exhibit D**. This alone would recharacterize the aesthetics of the To Be Vacated Area.

2. Right of Way Improvements North to Ridge Drive

The quality of the landscape/streetscape near the Applicant's Property in the approximate northeast corner of the intersection of Pine Ridge Road and U.S. 41 is in need of significant improvement, particularly when compared to the lush, beautiful landscaping installed as part of the nearby Waterside Shops across U.S. 41. Applicant's vision for the Right of Way Improvements would match and even exceed the quality of landscape/streetscape adjacent to the Waterside Shops. The new landscape/streetscape would be truly transformative and would benefit the public in a number of ways, including without limitation a significantly improved aesthetic; a pedestrian-friendly, walkable corridor; job creation incident to the installation and maintenance of the subject landscape/streetscape; direct and indirect economic benefits to the businesses in this corridor and their respective customers; and a benefit from increased tourism incident to the patronage of the nearby businesses as well as the Hotel.

EXHIBIT "C"

R E S O L U T I O N

July 12, 1977 bk 37

CLOSING THE INTERSECTION OF
TRAIL BOULEVARD WITH PINE RIDGE ROAD

WHEREAS, the Board of County Commissioners of Collier County, Florida, pursuant to petitioner's request and the authority granted in Chapter 336.09 and 336.10, Florida Statutes, and upon their own motion, have considered the closing of a portion of a road or alley hereinafter described; and

WHEREAS, the notice of public hearing to consider such closing was published according to the statute in such cases made and provided; and such public hearing was held on the 21st of June, 1977 by this Board; and

WHEREAS, it appears to be in the public interest that such portion of street be closed.

NOW, THEREFORE, BE IT RESOLVED that the following described portion of street is hereby closed:

> Access to the south end of the street known as Trail Boulevard will be closed where it intersects with the street known as Pine Ridge Road (SR-896), as recorded in PB3, page 24; Section 10, T49S, R25E.

BE IT FURTHER RESOLVED THAT the Clerk to the Board is hereby directed to have notice of the adoption of this Resolution advertised one time within 30 days of this date; and this Resolution and proof of publication of notice of adoption hereof be recorded in the official records of Collier County with notation to be entered upon the plat if same be within a recorded plat.

Commissioner Wimer offered the foregoing Resolution and moved its adoption, seconded by Commissioner Wenzel and upon roll call the vote was:

AYES: Commissioners Wimer, Wenzel, Pistor, Brown and Archer

NAYS: None

ABSENT AND NOT VOTING: None

Done and ordered this 12th day of July, 1977.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:

July 12, 1977

RESOLUTION RE CLOSING OF INTERSECTION OF TRAIL DRIVE AND PINE RIDGE ROAD, NORTH NAPLES - ADOPTED

Assistant County Engineer Barksdale stated that the proposed resolution is being presented for formal adoption pursuant to action taken by the Board June 21, 1977 regarding the closing of the intersection of Trail Drive and Pine Ridge Road, North Naples.

Commissioner Wimer moved, seconded by Commissioner Wenzel and carried by unanimous vote, that the following resolution regarding closing the aforementioned intersection be adopted:

*

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*

E. Petition V-77-11-C by petitioner Captain William O'Connell requesting a variance to the minimum requirement of a duplex unit from 750 sq. ft. for Lots 8, 9, 10 & 11, Goodland Heights.

F. Request for closing of intersection of Trail Drive with Pine Ridge Road, North Naples.

G. Petition for creation of Taylor Road Improvement District for Taylor Road on the north side of Pine Ridge Road just east of Pine Ridge Middle School.

H. Ordinance establishing Immokalee Water/Sewer District.

VI. OLD BUSINESS

VII. COUNTY MANAGER'S REPORT

A. Social Services Case No. W-216 and Case No. W-3883

B. Request for Lease/Purchase of one Mag Card "A" typewriter for the Word Processing Center.

C. Health Department Electric and Telephone Services Agreement.

D. Cancellation of contract on Bid #215 for supply of overburden fill and limerock requested by receiver of Ochopee Rock, Inc.

E. Petition PU-77-6-C by Petitioner John J. Drotos for provisional use (2) in "RS-1" Single Family for single family residence, driving range, and tennis courts on the east side of SR 901 just north of Naples in S21, T48S, R25E.

F. Petition SNR-77-3-C by petitioner Robert Scott requesting new street name of Creative Lane for new road running 1 mile south from US 41 approximately ½ mile west of West Wind Mobile Estates.

G. Resolution for notification to State Department of Natural Resources of no interest in S16, T51S, R26E, Collier County, Florida, excepting the west half of the northwest quarter.

H. Authorization to Advertise

1. Petition R-77-11-C by petitioner Joe Townsend requesting rezoning from "RM-1A" Residential Multiple Family to "CPC" General Retail

Assistant County Engineer Clifford Barksdale referred to a blueprint of the intersection in question and explained that the purpose for closing Trail Drive onto Pine Ridge Road is for the redesigning of the intersection, in accord with the following DOT recommendations:

1. Closing the frontage road, Trail Drive onto Pine Ridge Road.
2. Constructing an opening onto Trail Drive with turning lanes opposite the firt median break north of the Pine Ridge Road intersection.

Mr. Mike Zewalk, North Naples Civic Association, spoke in support of the closing of the aforesaid intersection.

There being no further parties registered to speak, Commissioner Wenzel moved, seconded by Commissioner Wimer and carried by unanimous vote, that the public hearing be closed.

Commissioner Wenzel moved that the request by the Department of Transportation and the Engineering Department regarding the closing of the intersection of Trail Drive with Pine Ridge Road, North Naples, be granted. The motion was seconded by Commissioner Wimer and carried by unanimous vote.

County Attorney Pickworth advised that the provisions of Chapter 336.60 Florida Statutes outlines the procedures for such project and the steps which have to be taken. Mr. Barksdale noted that staff will be made aware of the provisions.

RESOLUTION CREATING TAYLOR ROAD IMPROVEMENT DISTRICT FOR TAYLOR ROAD, ON THE NORTH SIDE OF PINE RIDGE ROAD, EAST OF PINE RIDGE MIDDLE SCHOOL ADOPTED; ENGINEERING DEPARTMENT AUTHORIZED TO PREPARE PLANS AND SPECIFICATIONS, AND TO ADVERTISE FOR BIDS

Legal notice having been published in the Naples Daily News on May 31, 1977, as evidenced by Affidavit of Publication filed with the Clerk, public hearing was held to consider a proposed resolution and petition for the creation of Taylor Road Improvement District consisting of that portion of Taylor Road from Pine Ridge Road north to join existing blacktop in J. C. Industrial Park for approximately 2,639 linear feet.

Assistant County Engineer Clifford Barksdale noted that the petition received contains eleven signatures, representing 50% plus 1 of the total property owners. He said that the cost estimate of the project

Avenue, N. across from Naples Park.

Petitioner Michael Miceli was present and asked that the petition referred to above be withdrawn.

Commissioner Wenzel moved, seconded by Commissioner Wimer and carried by unanimous vote, that Petition R-77-8-C be withdrawn as requested by the Petitioner.

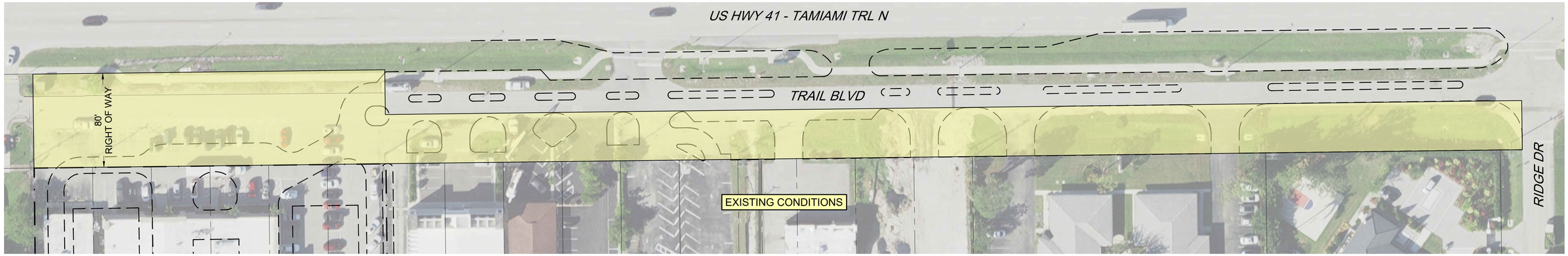
PETITION V-77-11-C BY CAPTAIN WILLIAM O'CONNELL REQUESTING A VARIANCE TO THE MINIMUM REQUIREMENT OF A DUPLEX UNIT FROM 750 SQUARE FEET FOR LOTS 8, 9, 10, and 11, GOODLAND HEIGHTS - WITHDRAWN AT THE REQUEST OF PETITIONER

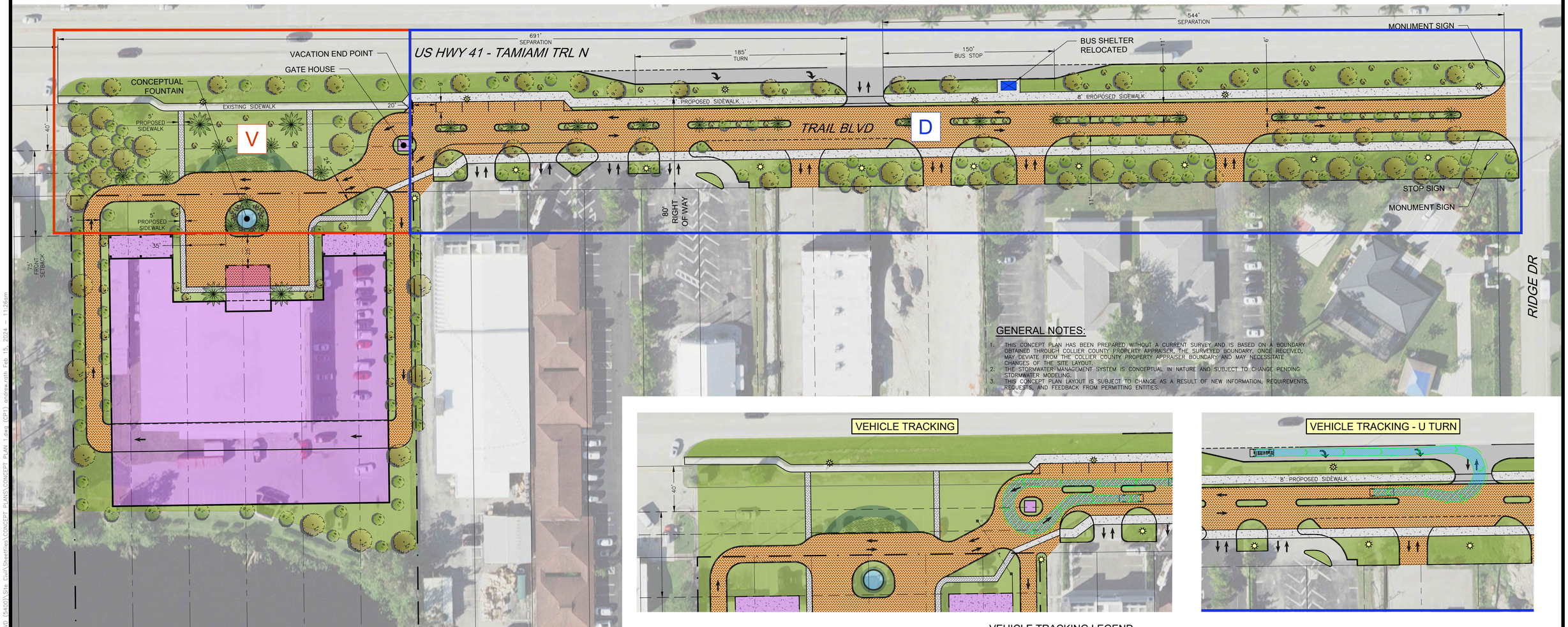
Legal notice having been published in the Marco Island Eagle on June 2, 1977, as evidenced by Affidavit of Publication filed with the Clerk, public hearing was held to consider Petition V-77-11-C by Captain William O'Connell requesting a variance to the minimum requirement of a duplex unit from 750 square feet for Lots 8, 9, 10, and 11, Goodland Heights.

Following County Manager Cunningham's statement that the Petitioner has requested that the petition be withdrawn, Commissioner Wenzel moved, seconded by Commissioner Wimer and carried by unanimous vote, that Petition V-77-11-C referred to above be withdrawn.

CLOSING OF INTERSECTION OF TRAIL DRIVE WITH PINE RIDGE ROAD, NORTH NAPLES, AS REQUESTED BY DOT - GRANTED

Legal notice having been published in the Naples Daily News on June 2, 1977, as evidenced by Affidavit of Publication filed with the Clerk, public hearing was held to consider the request by the Department of Transportation to close the intersection of Trail Drive with Pine Ridge Road, North Naples.





GENERAL NOTES:

1. THIS CONCEPT PLAN HAS BEEN PREPARED WITHOUT A CURRENT SURVEY AND IS BASED ON A BOUNDARY OBTAINED THROUGH COLLIER COUNTY PROPERTY APPRAISER. THE SURVEYED BOUNDARY, ONCE RECEIVED, MAY DEVIATE FROM THE COLLIER COUNTY PROPERTY APPRAISER BOUNDARY AND MAY NECESSITATE CHANGES OF THE SITE LAYOUT.
2. THE STORMWATER MANAGEMENT SYSTEM IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE PENDING STORMWATER MODELING.
3. THIS CONCEPT PLAN LAYOUT IS SUBJECT TO CHANGE AS A RESULT OF NEW INFORMATION, REQUIREMENTS, REQUESTS, AND FEEDBACK FROM PERMITTING ENTITIES.

VEHICLE TRACKING

VEHICLE TRACKING - U TURN

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00009496

LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- CONCEPTUAL BUILDING FOOTPRINT
- LANDSCAPE AREAS
- CONCEPTUAL VEGETATION
- STOP SIGN
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- D – BEAUTIFICATION TO BE DONATED
- V – ROW TO BE VACATED



F150 SuperCab 4x4 STYLESIDE 8' Box

Overall Length	20.858ft
Overall Width	6.575ft
Overall Body Height	6.342ft
Min Body Ground Clearance	0.833ft
Track Width	6.575ft
Lock-to-lock time	4.0s
Curb to Curb Turning Radius	26.150ft

VEHICLE TRACKING LEGEND

- VEHICLE BODY PATH (FORWARD VEHICLE MOTION)
- VEHICLE OVERHANG OUTLINE (FORWARD VEHICLE MOTION)
- VEHICLE BODY PATH (REVERSE VEHICLE MOTION)
- VEHICLE OVERHANG OUTLINE (REVERSE VEHICLE MOTION)

5400 TRAIL BLVD

SCALE: 1" = 40'

SHEET:
CONCEPT PLAN MEDIAN STUDY

REVISIONS

REV.	DATE	DESCRIPTION

Z:\Active Projects\TLTRAIL BLVD (5400)\Site Civil\Sheetfiles\CONCEPT PLANS\CONCEPT PLAN 1.dwg (CP1) andrew.roth Feb 15, 2024 – 11:26am

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Legal Description	Mill Code	Escrow Code
67180880002	PINE RIDGE BLK A LOT 30	118	

WATERSIDE HOTEL DEV LLC
9400 FOUNTAIN MEDICAL CT STE B100
BONITA SPRINGS, FL 34135-4523

Pay in U.S. Funds Drawn on a U.S. Bank To:
Collier County Tax Collector
3291 E. Tamiami Trail
Naples, FL 34112-5758
POST DATED CHECKS ARE NOT ACCEPTED AND WILL BE RETURNED
Visit our website: www.colliertaxcollector.com

Assessed Value: 648,004

Exemptions

District	Mill Rate	Assessed Value	Exempt Amt	Taxable Value	Tax Amount
GENERAL FUND	3.2043	648,004	0	648,004	2,076.40
WATER MANAGEMENT FUND-SOUTH	0.0948	648,004	0	648,004	61.43
BIG CYPRESS BASIN	0.0978	648,004	0	648,004	63.37
SCHOOL BOARD - STATE LAW	2.0440	648,004	0	648,004	1,324.52
SCHOOL BOARD - LOCAL BOARD	2.2480	648,004	0	648,004	1,456.71
COLLIER MOSQUITO CONTROL	0.1443	648,004	0	648,004	93.51
NNF/NORTH COLLIER FIRE CONTROI	1.0000	648,004	0	648,004	648.00
UNINCORP GEN - MSTD	0.7280	648,004	0	648,004	471.75
C.C. WATER POLLUTION CTRL PGM	0.0263	648,004	0	648,004	17.04
CONSERVATION COLLIER	0.2242	648,004	0	648,004	145.28

Millage Total 9.8117 **Total Ad Valorem** $6,358.01

Please Retain this portion for your record

Pay your current taxes online at:
http://www.colliertaxcollector.com/

Non-Ad Valorem District	Type of Assessment	Amount

Non-Ad Valorem Total $0.00

See reverse side for important information

Combined Ad Valorem and Non-Ad Valorem Total $6,358.01

(Detach and Return with your Payment)

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Mill Code	Escrow Code
67180880002	118	

Legal Description
PINE RIDGE BLK A LOT 30

WATERSIDE HOTEL DEV LLC
9400 FOUNTAIN MEDICAL CT STE B100
BONITA SPRINGS, FL 34135-4523

11/22/2023

Amount Paid to Date: 6103.69

Receipt # WWW-24-00304709

Paid By **Retail at 5th & 5th LLC**

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Legal Description	Mill Code	Escrow Code
67180840000	PINE RIDGE BLK A LOTS 25- 29 OR 1091 PG 692	118	

Pay in U.S. Funds Drawn on a U.S. Bank To:
Collier County Tax Collector
3291 E. Tamiami Trail
Naples, FL 34112-5758
POST DATED CHECKS ARE NOT ACCEPTED AND WILL BE RETURNED
Visit our website: www.colliertaxcollector.com

NAPLES MANAGEMENT INC
14513 GLOBAL PKWY
FT MYERS, FL 33913

Assessed Value: 3,207,451

Exemptions

District	Mill Rate	Assessed Value	Exempt Amt	Taxable Value	Tax Amount
GENERAL FUND	3.2043	3,207,451	0	3,207,451	10,277.64
WATER MANAGEMENT FUND-SOUTH	0.0948	3,207,451	0	3,207,451	304.07
BIG CYPRESS BASIN	0.0978	3,207,451	0	3,207,451	313.69
SCHOOL BOARD - STATE LAW	2.0440	3,207,451	0	3,207,451	6,556.03
SCHOOL BOARD - LOCAL BOARD	2.2480	3,207,451	0	3,207,451	7,210.35
COLLIER MOSQUITO CONTROL	0.1443	3,207,451	0	3,207,451	462.84
NNF/NORTH COLLIER FIRE CONTROL	1.0000	3,207,451	0	3,207,451	3,207.45
UNINCORP GEN - MSTD	0.7280	3,207,451	0	3,207,451	2,335.02
C.C. WATER POLLUTION CTRL PGM	0.0263	3,207,451	0	3,207,451	84.36
CONSERVATION COLLIER	0.2242	3,207,451	0	3,207,451	719.11

Please Retain this portion for your record

Millage Total 9.8117 **Total Ad Valorem** $31,470.56

Pay your current taxes online at:
http://www.colliertaxcollector.com/

Non-Ad Valorem District	Type of Assessment	Amount

Non-Ad Valorem Total $0.00

See reverse side for important information

Combined Ad Valorem and Non-Ad Valorem Total $31,470.56

(Detach and Return with your Payment)

2023 Paid Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2023				
Please Pay	$0.00				

Parcel Number	Mill Code	Escrow Code
67180840000	118	

Legal Description
PINE RIDGE BLK A LOTS 25- 29
OR 1091 PG 692

NAPLES MANAGEMENT INC
14513 GLOBAL PKWY
FT MYERS, FL 33913

11/22/2023

Amount Paid to Date: 30211.74

Receipt # WWW-24-00304709

Paid By **Retail at 5th & 5th LLC**



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7-Eleven, Inc.
C/O Ryan, LLC
Three Galleria Tower
13155 Noel Road #100 LB73
Dallas, TX 75240

9590 9402 8719 3310 1843 97

2. Article Number (Transfer from service label)
7021 1970 0002 0627 2781

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☐ Agent
☐ Addressee

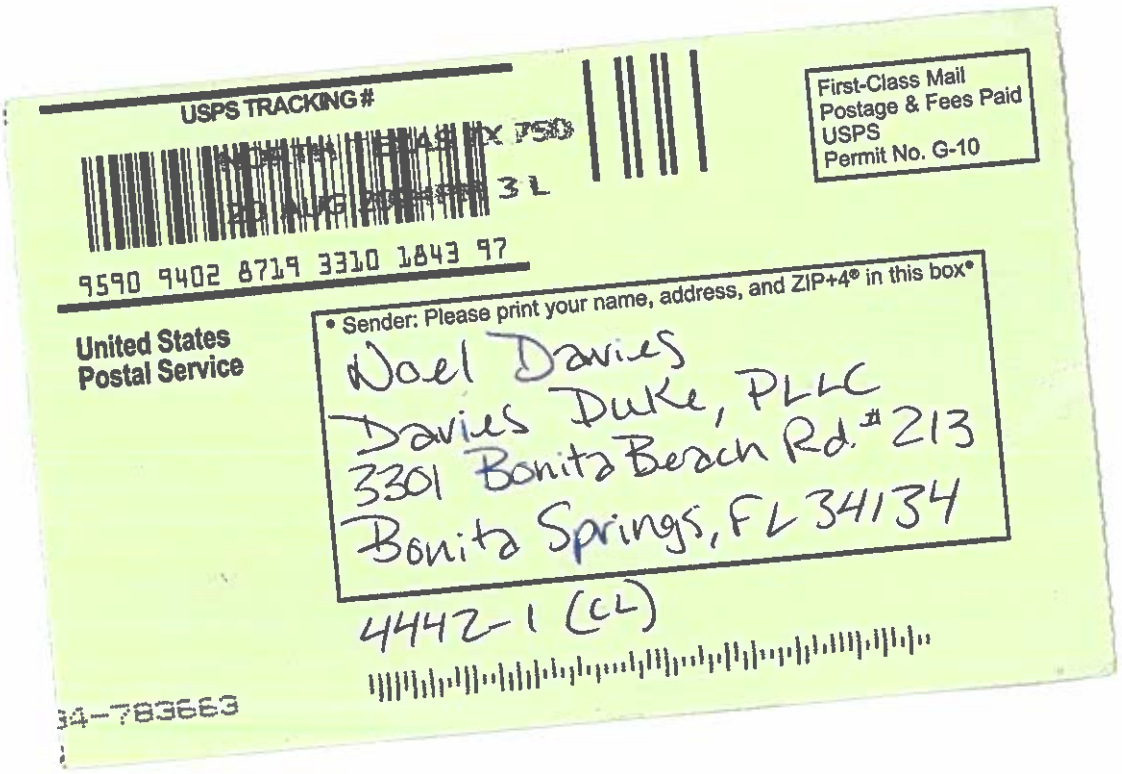
B. Received by (Printed Name)

C. Date of Delivery
8-20-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt


USPS TRACKING #
9590 9402 8719 3310 1843 97
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
United States
Postal Service
• Sender: Please print your name, address, and ZIP+4® in this box•
Noel Davies
Davies Duke, PLLC
3301 Bonita Beach Rd. #213
Bonita Springs, FL 34134
4442-1 (CL)
34-783663

DAVIES | DUKE

1415 Panther Lane, Suite 442
Naples, FL 34109

www.DaviesDuke.com
Offices: Naples, Bonita Springs, Fort Myers

Noel J. Davies, Esq.
239.216.2792
Noel.Davies@DaviesDuke.com

August 16, 2024

Via Certified Mail
Return Receipt Requested
and Email

7-Eleven, Inc.
c/o Ryan, LLC
Three Galleria Tower
13155 Noel Road #100 LB73
Dallas, TX 75240

7-Eleven, Inc.
Anita Wetherhold
Anita.Wetherhold@7-11.com

Re: 7-11 Located at 5320 Tamiami Trail N., Naples, FL 34108
Vacation of Trail Blvd.

To Whom it May Concern:

This Firm represents Waterside Hotel Development, LLC, and PJM & Sons Hospitality, LLC, with respect to their application for a vacation of the right-of-way of Trail Blvd. in front of 5380 Trail Blvd. and 5400 Trail Blvd.

The McCabe family, under PJM & Sons Hospitality, who played a critical role in the revitalization of 5th Avenue South in Naples, are asking for your support of a 5-star boutique hotel and Trail Blvd. revitalization project. PJM & Sons recently purchased the two south parcels of 5400 Trail Blvd. and 5380 Trail Blvd. The overarching goal of the property and development intent of Trail Blvd. is to build a destination 5-star boutique hotel and to improve the commercial district of Trail Blvd. from 7-11 to Ridge Drive.

Our client is seeking your support for the County vacation of the 80' Trail Blvd. right-of-way for the 300 linear foot frontage of the 5-star hotel development site. Such vacation will have no effect on current transportation circulation, preserving all means of ingress and egress to and from 7-11, Trail Blvd., US 41, and Pine Ridge Estates. If granted, PJM & Sons will donate and manage via a landscape agreement the entire Trail Blvd. landscaping from 7-11 to Ridge Drive, adding new landscaping, curb cuts, sidewalks, lamps, and other streetscape elements to enhance the commercial district of Trail Blvd. Such enhancements will have no impact on parking or access to property owners along Trail Blvd. and will be a significant improvement, creating a more attractive commercial district on the east side of US 41.

Our client is working with County and State transportation to also add a deceleration lane along US 41 and improve the present bus stop to promote safer and more functional ingress and egress. Attached are renderings of the hotel project, as well as a conceptual landscape/streetscape plan for Trail Blvd. Please note this is not supporting any specific plan, rather supporting the concept of the overall vacation and revitalization intent. Given the vacation from the County, PJM & Sons will continue an open dialogue with property owners along Trail Blvd. with all landscape plans for feedback and a mutually agreeable design.

Please review the materials which showcase the boutique hotel and Trail Blvd. landscape concept, and if you do not object, we would appreciate your signed Letter of No Objection of the vacation and revitalization project. Our client firmly believes this will be transformative for the area.

Sincerely,

DAVIES DUKE, PLLC



Noel J. Davies, Esq.

LETTER OF NO OBJECTION

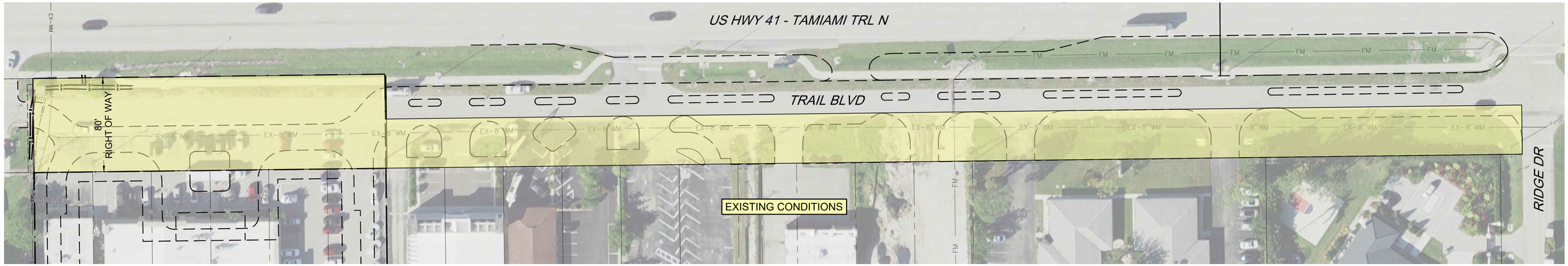
I, _____ as Authorized Representative of 7-Eleven, Inc., on behalf of the **7-Eleven located at 5320 Tamiami Trail N., Naples, FL 34108**, understand the intent for the overall boutique hotel and Trail Blvd. revitalization project and do not object.

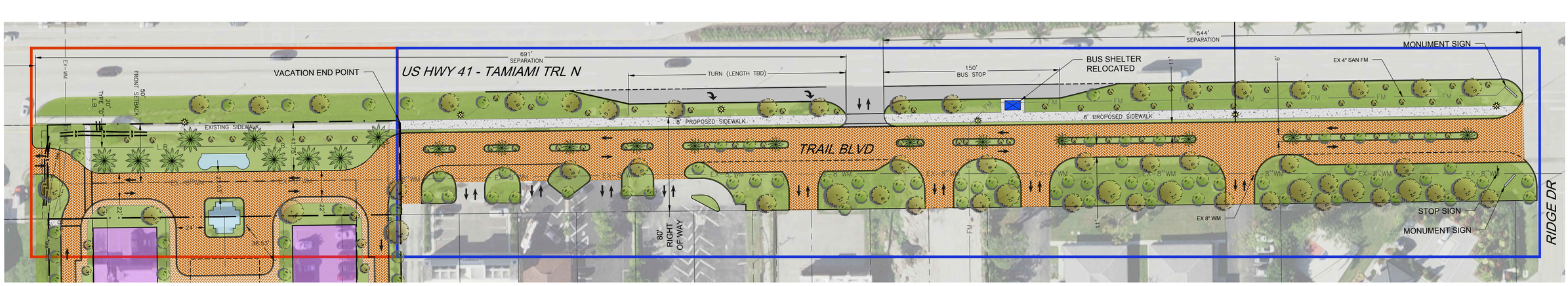
Print Name: _____ Signature: _____

Title: _____ Date: _____

Company/Entity: _____

Please sign, scan and email back to Noel.Davies@DaviesDuke.com and Catherine.Louise@DaviesDuke.com.





GENERAL NOTES:

1. THIS CONCEPT PLAN HAS BEEN PREPARED WITHOUT A CURRENT SURVEY AND IS BASED ON A BOUNDARY OBTAINED THROUGH COLLIER COUNTY PROPERTY APPRAISER, THE SURVEYED BOUNDARY, ONCE RECEIVED, MAY DEVIATE FROM THE COLLIER COUNTY PROPERTY APPRAISER BOUNDARY AND MAY NECESSITATE CHANGES OF THE SITE LAYOUT.
2. THE STORMWATER MANAGEMENT SYSTEM IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE PENDING STORMWATER MODELING.
3. THIS CONCEPT PLAN LAYOUT IS SUBJECT TO CHANGE AS A RESULT OF NEW INFORMATION, REQUIREMENTS, REQUESTS, AND FEEDBACK FROM PERMITTING ENTITIES.

LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED PAVERS
- CONCEPTUAL BUILDING FOOTPRINT
- LANDSCAPE AREAS
- CONCEPTUAL VEGETATION
- STOP SIGN
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- D – BEAUTIFICATION TO BE DONATED
- V – ROW TO BE VACATED

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization
No. 00009496

5400 TRAIL BLVD

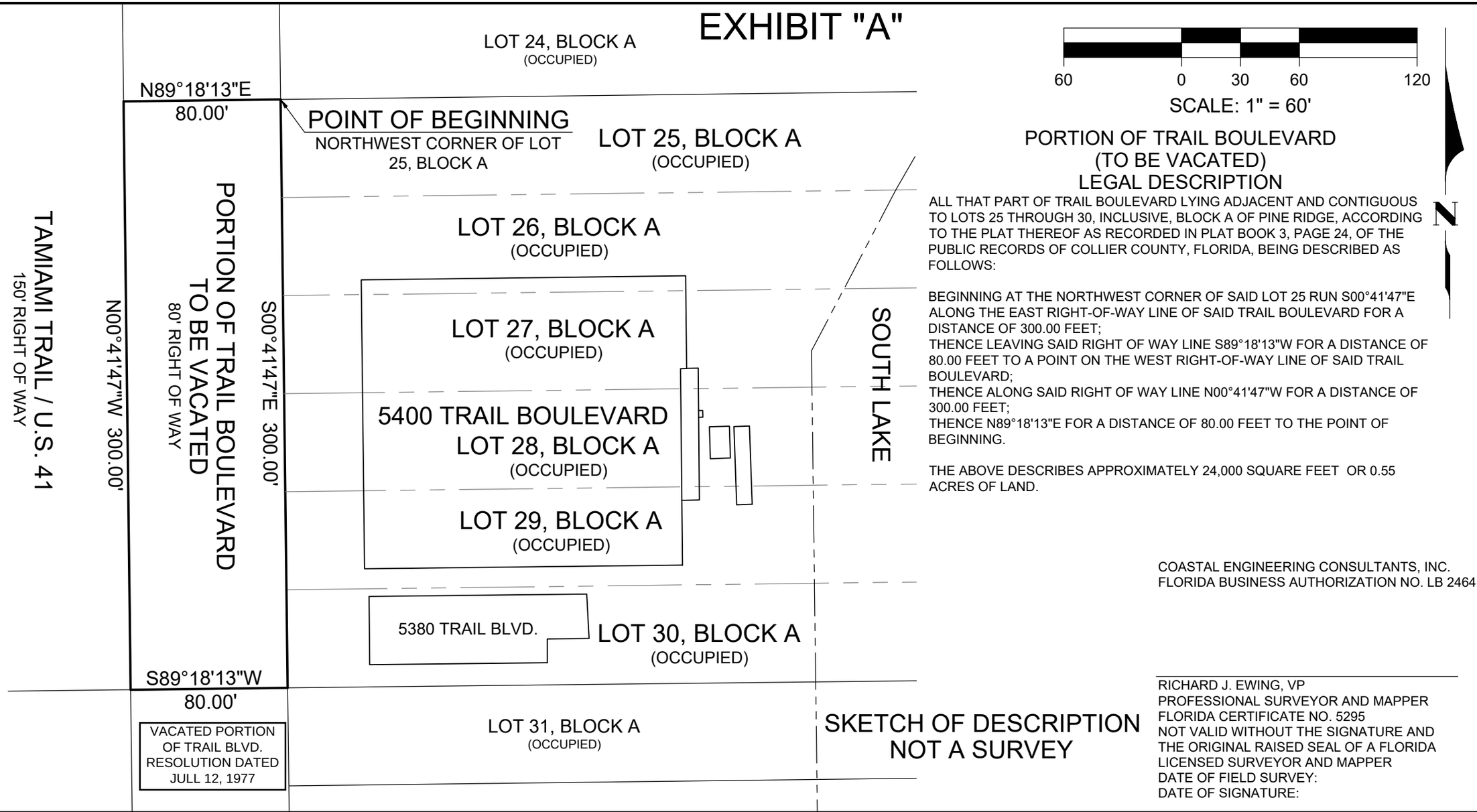
SCALE: 1" = 40'

SHEET:
CONCEPT PLAN MEDIAN STUDY

REVISIONS		
REV.	DATE	DESCRIPTION
	5/6/2024	REVISED ROW VACATION PLAN

Z:\Active Projects\TV TRAIL BLVD (5400)\Site Civil\Sheetfiles\CONCEPT PLANS\CONCEPT PLAN – 1 05--03--2024.dwg (CP1 (2)) Molinner,Lupo Jun 26, 2024 – 4:11pm

EXHIBIT "A"



60 0 30 60 120

SCALE: 1" = 60'

N

PORTION OF TRAIL BOULEVARD (TO BE VACATED) LEGAL DESCRIPTION

ALL THAT PART OF TRAIL BOULEVARD LYING ADJACENT AND CONTIGUOUS TO LOTS 25 THROUGH 30, INCLUSIVE, BLOCK A OF PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 25 RUN S00°41'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRAIL BOULEVARD FOR A DISTANCE OF 300.00 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE S89°18'13"W FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID TRAIL BOULEVARD;
THENCE ALONG SAID RIGHT OF WAY LINE N00°41'47"W FOR A DISTANCE OF 300.00 FEET;
THENCE N89°18'13"E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES APPROXIMATELY 24,000 SQUARE FEET OR 0.55 ACRES OF LAND.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DATE OF FIELD SURVEY:
DATE OF SIGNATURE:

SHEET 1 OF 1
FILE NO: 22.190

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL AND GEOLOGICAL SERVICES
LAND AND MARINE SURVEY AND MAPPING
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

CLIENT: WATERSIDE HOTEL DEVELOPMENT LLC

TITLE: SKETCH OF DESCRIPTION OF A PORTION OF TRAIL BOULEVARD TO BE VACATED LYING ADJACENT TO LOTS 25 THROUGH 30, INCLUSIVE, BLOCK A OF PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

DATE:	12/08/23	SCALE:	1" = 60'
DRAWN:	MMW	F.B.	N/A
CHECKED:	RJE	PG.	N/A
SEC.	10	TWP. 49S	RNG. 25E
ACAD NO.	22.190		
REF. NO.	22.190-ROW VACATION		

NO.	DATE	BY	REVISION DESCRIPTION

PJM AND SONS' HOSPITALITY, LLC

455 Citation Point
Naples, FL 34104
www.gulfcoastcommercial.com

Kathleen Van Bergen
Artis Naples

Dear Neighbor,

The McCabe family, under PJM & Sons' Hospitality, who played a critical role in the revitalization of 5th Ave., are asking for your support of a 5-Star boutique Hotel and Trail BLVD revitalization project. PJM & Sons' recently purchased the two south parcels of 5400 Trail BLVD & 5380 Trail BLVD. The overarching goal of the property and development intent of Trail BLVD is to build a destination 5-star Boutique hotel and to improve the commercial district of Trail BLVD from 7/11 to Ridge Drive.

PJM & Sons' Hospitality is seeking your support for the county vacation of the 80' Trail BLVD right-of-way for the 300 linear foot frontage of the 5-star hotel development site. Such vacation will have no effect on current transportation circulation, preserving all means of ingress and egress to and from 7/11, Trail BLVD, 41, and Pine Ridge Estates. If granted, PJM & Sons will donate and manage via a landscape agreement the entire Trail BLVD landscaping from 7/11 to Ridge drive, adding new landscaping, curb cuts, sidewalks, lamps, and other streetscape elements to enhance the commercial district of Trail BLVD. Such enhancements will have no impact on parking or access to property owners along Trail BLVD. and will be a significant improvement, creating a more attractive commercial district on the East side of 41.

PJM & Sons is working with County and State transportation to also add a deceleration lane along 41 and improve the present bus stop to promote safer and more functional ingress and egress. Attached are renderings of the hotel project, as well as a conceptual landscape/streetscape plan for Trail BLVD. Please note this is not supporting any specific plan, rather supporting the concept of the overall vacation and revitalization intent. Given the vacation from the county, PJM & Sons' will form an open dialogue with property owners along Trail BLVD. with all landscape plans for feedback and a mutually agreeable design.

Please review the materials which showcase the boutique hotel and Trail BLVD landscape concept, and if you agree, we would appreciate your signed endorsement of the vacation and revitalization project. I firmly believe this will be transformative for the area.

Regards,

Philip J. McCabe

Philip McCabe
239.213.8392
Philipm@gulfcoastcommercial.com

Letter of Endorsement

I, Kathleen van Bergen, understand the intent for the overall boutique hotel and Trail BLVD revitalization project. I also understand that my endorsement is not an agreement to a specific landscape design, rather it is an endorsement to the vacation and revitalization concept of Trail BLVD.

Printed Name: Kathleen van Bergen Signature: [signature]

Title: CEO & President Date: May 31, 2024

Company/Entity: Artic-Naples

(Please sign, scan, and email back to: philipm@gulfcoastcommercial.com)

September 19, 2024

Andrew Rath
Vice President
Davis Engineering, Inc.
Emai: andrew@davidsonengineering.com

RE: REQUEST FOR LETTER OF NO OBJECTION –
VACATE OF ROW 5380-5400 TRAIL BLVD, NAPLES, FL 34108
TRAIL BLVD. ADJACENT TO LOTS 25 – 30, Block 1, PINE RIDGE SUBDIVISION
PLAT BOOK, 3, PAGE 24

Dear Mr. Rath,

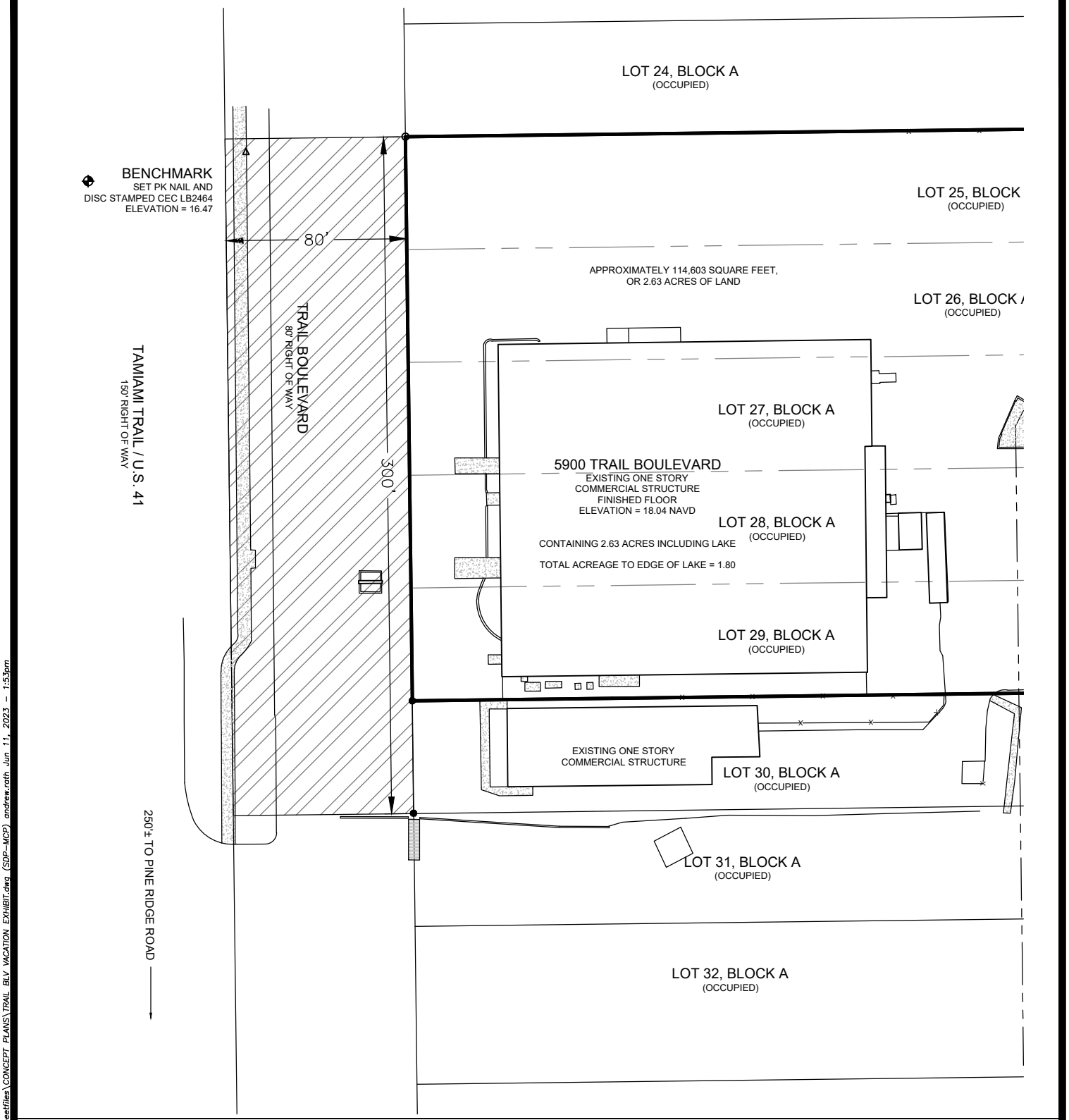
Thank you for the opportunity to review your request for that certain ROW vacate mentioned above and illustrated in the attached Exhibit "A". Peoples Gas System, Inc. ("PGS") does not object to the vacate with the condition that a perpetual easement is granted to PGS for those existing active facilities within the proposed vacate area. See attached Exhibit "B", the Easement.

Please feel free to contact me with any questions.

Respectfully,

Isabel M. Morales
Real Estate Services

Attachments



LEGEND

TRAIL BLVD RIGHT OF WAY TO BE VACATED

AREA OF RIGHT OF WAY VACATION
= 23,995 SF = 0.55 ACRES

UNOFFICIAL LEGAL

PINE RIDGE BLOCK A, THAT PORTION OF TRAIL BLVD ADJACENT TO LOTS 25 THROUGH 30

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization
No. 00009496

TRAIL BLVD RIGHT OF WAY VACATION EXHIBIT

SCALE: 1" = 60'

N

SHEET NO: EXHIBIT A

REVISIONS

REV.	DATE:	DESCRIPTION

Z:\Active Projects\7\TRAIL BLVD (5400)\Site Civil\Sheetfiles\CONCEPT PLANS\TRAIL BLV VACATION EXHIBIT.dwg (SDP-MCP) andrew.rath Jun 11, 2023 - 1:53pm

SEC. TWP. S. RGE. E.
FOLIO/PARCEL ID NO.
PROJECT NO.

PREPARED BY
AND RETURN TO:

Real Estate Department
Peoples Gas System, Inc.
P.O. Box 2562
Tampa, FL 33601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, a _____ corporation, whose address is _____, ("Grantor"), in consideration of One Dollar and other valuable considerations paid to Grantor by **PEOPLES GAS SYSTEM**, **INC**., a Florida corporation, P.O. Box 2562, Tampa, Florida 33601 ("Company"), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in _____ County, Florida, described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof ("Easement Parcel")

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers ("Facilities").

The width of the Easement (the "Easement Area") shall be ten (10) feet lying five (5) feet on each side of the centerline of the Facilities as installed or to be constructed.

The aforesaid rights and privileges granted shall include the right and privilege to root prune or remove any and all deep rooted vegetation upon said Easement Area and upon the Grantor's lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

Company shall promptly repair any damage to the Easement Area, or any other property not owned by Company, caused by Company exercising its rights under this agreement, including ground cover, planting, roadways, driveways, sidewalks, and parking areas.

Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the Easement parcel provided that it does not and will not directly interfere with the Company's Facilities, does not change grade, and does not cause water impoundment. Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (ch. 556 Fla. Stat.), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Company's Facilities.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel

upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

Company, at its option and in its sole discretion, may remove those underground portions of the Facilities that should be removed and purge and cap any portions of abandoned Facilities to be left in place.

The Company agrees to amend the Easement Area at such time as Grantor provides to Company a survey of the natural gas facilities contemplated herein and a specific legal description of the revised easement area acceptable to the Company.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

_____,
a _____corporation,

WITNESS: _____
Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____
Adress: _____

WITNESS: _____
Print Name: _____
Address: _____

STATE OF _____ (CORPORATE SEAL)
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____ 20__ by _____as_____ of _____, on behalf of the corporation by means of □ physical presence or □ online notarization. She/He personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

_____
Notary Public

_____
Print Name
Commission Expires:

EXHIBIT "A"

Legal Description:

PJM AND SONS' HOSPITALITY, LLC

455 Citation Point
Naples, FL 34104
www.gulfcoastcommercial.com

Nick Fabregas
Waterside Shops

Dear Neighbor,

The McCabe family, under PJM & Sons' Hospitality, who played a critical role in the revitalization of 5th Ave., are asking for your support of a 5-Star boutique Hotel and Trail BLVD revitalization project. PJM & Sons' recently purchased the two south parcels of 5400 Trail BLVD & 5380 Trail BLVD. The overarching goal of the property and development intent of Trail BLVD is to build a destination 5-star Boutique hotel and to improve the commercial district of Trail BLVD from 7/11 to Ridge Drive.

PJM & Sons' Hospitality is seeking your support for the county vacation of the 80' Trail BLVD right-of-way for the 300 linear foot frontage of the 5-star hotel development site. Such vacation will have no effect on current transportation circulation, preserving all means of ingress and egress to and from 7/11, Trail BLVD, 41, and Pine Ridge Estates. If granted, PJM & Sons will donate and manage via a landscape agreement the entire Trail BLVD landscaping from 7/11 to Ridge drive, adding new landscaping, curb cuts, sidewalks, lamps, and other streetscape elements to enhance the commercial district of Trail BLVD. Such enhancements will have no impact on parking or access to property owners along Trail BLVD. and will be a significant improvement, creating a more attractive commercial district on the East side of 41.

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Please review the materials which showcase the boutique hotel and Trail BLVD landscape concept, and if you agree, we would appreciate your signed endorsement of the vacation and revitalization project. I firmly believe this will be transformative for the area.

Regards,

Philip J. McCabe

Philip McCabe
239.213.8392
Philipm@gulfcoastcommercial.com

Letter of Endorsement

I, Steven Jamieson, understand the intent for the overall boutique hotel and Trail BLVD revitalization project. I also understand that my endorsement is not an agreement to a specific landscape design, rather it is an endorsement to the vacation and revitalization concept of Trail BLVD.

Printed Name: Steven Jamieson Signature: 

Title: Corporate Director of Operations Date: June 13, 2024

Company/Entity: The Forbes Company d/b/a Waterside Shops

(Please sign, scan, and email back to: philipm@gulfcoastcommercial.com)

PJM AND SONS' HOSPITALITY, LLC

455 Citation Point
Naples, FL 34104
www.gulfcoastcommercial.com

TO WHOM IT MAY CONCERN
ADDRESS Carlo Zamplogna
ADDRESS North Trail Office LLC.

Manager of Bay Pines Medical Center
Condominium Association, Inc.
6100 Trail Blvd., Naples, FL 34108

Dear Neighbor,

The McCabe family, under PJM & Sons' Hospitality, who played a critical role in the revitalization of 5th Ave., are asking for your support of a 5-Star boutique Hotel and Trail BLVD revitalization project. PJM & Sons' recently purchased the two south parcels of 5400 Trail BLVD & 5380 Trail BLVD. The overarching goal of the property and development intent of Trail BLVD is to build a destination 5-star Boutique hotel and to improve the commercial district of Trail BLVD from 7/11 to Ridge Drive.

PJM & Sons' Hospitality is seeking your support for the county vacation of the 80' Trail BLVD right-of-way for the 300 linear foot frontage of the 5-star hotel development site. Such vacation will have no effect on current transportation circulation, preserving all means of ingress and egress to and from 7/11, Trail BLVD, 41, and Pine Ridge Estates. If granted, PJM & Sons will donate and manage via a landscape agreement the entire Trail BLVD landscaping from 7/11 to Ridge drive, adding new landscaping, curb cuts, sidewalks, lamps, and other streetscape elements to enhance the commercial district of Trail BLVD. Such enhancements will have no impact on parking or access to property owners along Trail BLVD. and will be a significant improvement, creating a more attractive commercial district on the East side of 41.

PJM & Sons is working with County and State transportation to also add a deceleration lane along 41 and improve the present bus stop to promote safer and more functional ingress and egress. Attached are renderings of the hotel project, as well as a conceptual landscape/streetscape plan for Trail BLVD. Please note this is not supporting any specific plan, rather supporting the concept of the overall vacation and revitalization intent. Given the vacation from the county, PJM & Sons' will form an open dialogue with property owners along Trail BLVD. with all landscape plans for feedback and a mutually agreeable design.

Please review the materials which showcase the boutique hotel and Trail BLVD landscape concept, and if you agree, we would appreciate your signed endorsement of the vacation and revitalization project. I firmly believe this will be transformative for the area.

Regards,

Philip J. McCabe

Philip McCabe
239.213.8392
Philipm@gulfcoastcommercial.com

Letter of Endorsement

I, Carlo F. Zampogna, Manager, understand the intent for the overall boutique hotel and Trail BLVD revitalization project. I also understand that my endorsement is not an agreement to a specific landscape design, rather it is an endorsement to the vacation and revitalization concept of Trail BLVD.

Printed Name: Carlo F. Zampogna, Manager Signature: Carlo F. Zampogna

Title: Manager and Authorized Member Date: June 27, 2024

Company/Entity: North Trail Office, LLC
Manager of Bay Pines Medical Center Condominium Association, Inc.
6100 Trail Blvd., Naples, FL 34108

(Please sign, scan, and email back to: philipm@gulfcoastcommercial.com)

August 24, 2023

Attn: Catherine Louise

RE: Request for Letter of No Objection - Vacation of Right-of-Way
5380-5400 Trail Blvd., Naples, FL 34108
Trail Blvd. adjacent to Lots 25 through 30, Block A, Pine Ridge Subdivision, Plat Book 3, Page 24

Dear Catherine,

Thank you for contacting Comcast regarding your proposed vacation. This is to inform you that Comcast **does** have facilities in the proposed area and Comcast has no objection to the vacation providing that any of Comcast facilities that are in need of being relocated be paid for by the customer and Comcast is granted new easements.

It is the intent and understanding of Comcast that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area. This vacation response is submitted WITH THE STIPULATION that if Comcast facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any further question or concerns, please do not hesitate to contact me at If you have any further question or concerns, please do not hesitate to contact me at (941) 914-7814.

Sincerely,

David Lescrynski
Manager, Construction SWFL

12600 Westlinks Dr. Suite #4
Fort Myers, FL 33913
Cell (941) 914-7814
David_Lescrynski@Comcast.com

DocuSign Envelope ID: 4146B781-3809-4921-A73B-1B85331A6E03

PJM AND SONS' HOSPITALITY, LLC

455 Citation Point
Naples, FL 34104
www.gulfcoastcommercial.com

Denis Dreni
6400 Trail Blvd (Resident)

Dear Neighbor,

The McCabe family, under PJM & Sons' Hospitality, who played a critical role in the revitalization of 5th Ave., are asking for your support of a 5-Star boutique Hotel and Trail BLVD revitalization project. PJM & Sons' recently purchased the two south parcels of 5400 Trail BLVD & 5380 Trail BLVD. The overarching goal of the property and development intent of Trail BLVD is to build a destination 5-star Boutique hotel and to improve the commercial district of Trail BLVD from 7/11 to Ridge Drive.

PJM & Sons' Hospitality is seeking your support for the county vacation of the 80' Trail BLVD right-of-way for the 300 linear foot frontage of the 5-star hotel development site. Such vacation will have no effect on current transportation circulation, preserving all means of ingress and egress to and from 7/11, Trail BLVD, 41, and Pine Ridge Estates. If granted, PJM & Sons will donate and manage via a landscape agreement the entire Trail BLVD landscaping from 7/11 to Ridge drive, adding new landscaping, curb cuts, sidewalks, lamps, and other streetscape elements to enhance the commercial district of Trail BLVD. Such enhancements will have no impact on parking or access to property owners along Trail BLVD. and will be a significant improvement, creating a more attractive commercial district on the East side of 41.

PJM & Sons is working with County and State transportation to also add a deceleration lane along 41 and improve the present bus stop to promote safer and more functional ingress and egress. Attached are renderings of the hotel project, as well as a conceptual landscape/streetscape plan for Trail BLVD. Please note this is not supporting any specific plan, rather supporting the concept of the overall vacation and revitalization intent. Given the vacation from the county, PJM & Sons' will form an open dialogue with property owners along Trail BLVD. with all landscape plans for feedback and a mutually agreeable design.

Please review the materials which showcase the boutique hotel and Trail BLVD landscape concept, and if you agree, we would appreciate your signed endorsement of the vacation and revitalization project. I firmly believe this will be transformative for the area.

Regards,

Philip J. McCabe

Philip McCabe
239.213.8392
Philipm@gulfcoastcommercial.com

DocuSign Envelope ID: 4146B781-3809-4921-A73B-1B85331A6E03

Letter of Endorsement

I, Denis Dreni , understand the intent for the overall boutique hotel and Trail BLVD revitalization project. I also understand that my endorsement is not an agreement to a specific landscape design, rather it is an endorsement to the vacation and revitalization concept of Trail BLVD.

Printed Name: Denis Dreni Signature: DocuSigned by: Denis Dreni 251BCC1854544E1...

Title: Managing Director Date: 6/28/2024

Company/Entity: Denis Dreni Trust

(Please sign, scan, and email back to: philipm@gulfcoastcommercial.com)

City of Naples
PUBLIC WORKS
UTILITIES
TELEPHONE (239) 213-4745 ● FACSIMILE (239) 213-4799
380 RIVERSIDE CIRCLE ● NAPLES, FLORIDA 34102

October 11, 2023

Noel J. Davies, Esquire
Davies Duke, PLLC
1415 Panther Lane, Suite 442
Naples, FL 34109

(*sent via email*: noel.davies@daviesduke.com)

Subject: Letter of No Objection – Vacation of Portion of Right-of-Way (Trail Boulevard)
5380-5400 Trail Blvd, Naples, FL 34108

Dear Mr. Davies,

The City of Naples Utilities Department is in receipt of your letter dated June 29, 2023 requesting:

The vacation of a certain portion of a right-of-way located adjacent to the above-referenced properties, as depicted in the attached exhibit.

The Utilities Department has reviewed the exhibit, and has confirmed that there are no existing City-owned water, sanitary sewer, or reclaimed water facilities located within that portion of the right-of-way that is proposed to be vacated.

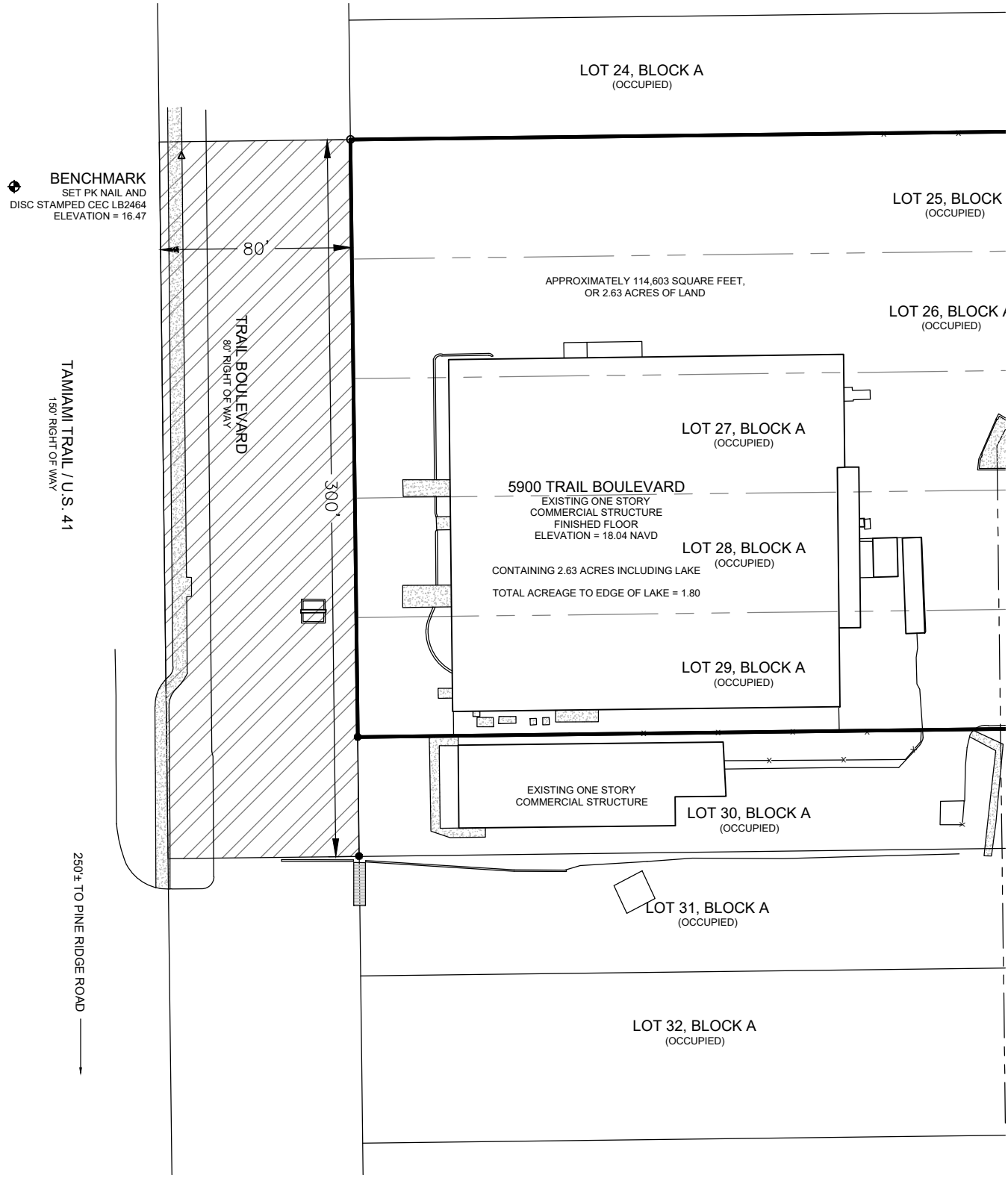
The above referenced properties are connected to the City's sanitary sewer system on the south side of Pine Ridge Road, via a private lift station and sanitary forcemain. However, these properties are physically located outside of the City's water and sewer service area. If re-development of the above referenced properties is to occur in the future, and a connection to the Collier County Water-Sewer District is feasible, the City would seek to have the private sewer connection disconnected from the City's sanitary sewer system.

This correspondence serves as our formal **Letter of No Objection** to the above referenced right-of-way vacation. If you have any questions or require any additional information, please contact this office at 239-213-4713.

Sincerely,

Michelle Baines

Michelle Baines, P.E.
Public Works Deputy Director – Utilities



LEGEND

TRAIL BLVD RIGHT OF WAY TO BE VACATED

AREA OF RIGHT OF WAY VACATION
= 23,995 SF = 0.55 ACRES

UNOFFICIAL LEGAL

PINE RIDGE BLOCK A, THAT PORTION OF TRAIL BLVD ADJACENT TO LOTS 25 THROUGH 30

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization
No. 00009496

TRAIL BLVD RIGHT OF WAY VACATION EXHIBIT

SCALE: 1" = 60'

N

SHEET NO: EXHIBIT A

REVISIONS

REV.	DATE:	DESCRIPTION

Z:\Active Projects\7\TRAIL BLVD (5400)\Site Civil\Sheetfiles\CONCEPT PLANS\TRAIL BLV VACATION EXHIBIT.dwg (SDP-MCP) andrew.rath Jun 11, 2023 - 1:53pm

PJM AND SONS' HOSPITALITY, LLC

455 Citation Point
Naples, FL 34104
www.gulfcoastcommercial.com

Tony D'Errico
Pelican Pay Foundation

Dear Neighbor,

The McCabe family, under PJM & Sons' Hospitality, who played a critical role in the revitalization of 5th Ave., are asking for your support of a 5-Star boutique Hotel and Trail BLVD revitalization project. PJM & Sons' recently purchased the two south parcels of 5400 Trail BLVD & 5380 Trail BLVD. The overarching goal of the property and development intent of Trail BLVD is to build a destination 5-star Boutique hotel and to improve the commercial district of Trail BLVD from 7/11 to Ridge Drive.

PJM & Sons' Hospitality is seeking your support for the county vacation of the 80' Trail BLVD right-of-way for the 300 linear foot frontage of the 5-star hotel development site. Such vacation will have no effect on current transportation circulation, preserving all means of ingress and egress to and from 7/11, Trail BLVD, 41, and Pine Ridge Estates. If granted, PJM & Sons will donate and manage via a landscape agreement the entire Trail BLVD landscaping from 7/11 to Ridge drive, adding new landscaping, curb cuts, sidewalks, lamps, and other streetscape elements to enhance the commercial district of Trail BLVD. Such enhancements will have no impact on parking or access to property owners along Trail BLVD. and will be a significant improvement, creating a more attractive commercial district on the East side of 41.

PJM & Sons is working with County and State transportation to also add a deceleration lane along 41 and improve the present bus stop to promote safer and more functional ingress and egress. Attached are renderings of the hotel project, as well as a conceptual landscape/streetscape plan for Trail BLVD. Please note this is not supporting any specific plan, rather supporting the concept of the overall vacation and revitalization intent. Given the vacation from the county, PJM & Sons' will form an open dialogue with property owners along Trail BLVD. with all landscape plans for feedback and a mutually agreeable design.

Please review the materials which showcase the boutique hotel and Trail BLVD landscape concept, and if you agree, we would appreciate your signed endorsement of the vacation and revitalization project. I firmly believe this will be transformative for the area.

Regards,

Philip J. McCabe

Philip McCabe
239.213.8392
Philipm@gulfcoastcommercial.com

Letter of Endorsement

I, Tony D'Errico understand the intent for the overall boutique hotel and Trail BLVD revitalization project. I also understand that my endorsement is not an agreement to a specific landscape design, rather it is an endorsement to the vacation and revitalization concept of Trail BLVD.

Printed Name: Tony D'Errico Signature: [signature]

Title: President Date: 6/27/24

Company/Entity: Pelican Bay Foundation

(Please sign, scan, and email back to: philipm@gulfcoastcommercial.com)

Collier County

Waterside Hotel Development, LLC
ATTN: Noel J. Davies
1415 Panther Lane, Suite 442
Naples, FL 34109

September 20, 2024

RE: PL20240002006 Letter of No Objection - Vacation of Right
5380-5400 Trail Blvd., Naples, FL 34108

Dear Noel J. Davies,

We have reviewed your request for vacation at the above address:

PLAT BOOK 3 PAGE 24

In response to your request to vacate a portion of approximately 0.55 acres of land platted right of way, as described on the plat book 3, page 24, located along Trail Boulevard, adjacent to lot 25 through 30, block A, Pine Ridge Subdivision to the west of the properties Located at 5380 Trail Boulevard and 5400 Trail Boulevard with Parcel IDs 67180880002 and 67180840000.

The Collier County Road, Bridge and Stormwater Maintenance Division (RBSM) has reviewed your request for a vacation as per PL20240002006 and has no objection to the vacation of the 80'Wx 300'L ROW on Trail Blvd on the following conditions.

- In exchange for this vacation RBSM Division will retain XXX (WHEREVER AREA) from the end of the vacation point as the northeast corner of the intersection of Pine Ridge and US 41. A donation from the applicant to the public that also includes the transformative improvements on The Right of Way of the given area. It would include hardscaping, lush landscaping, new curbing, upgraded sidewalks and sidewalk lighting to create a pedestrian friendly revival of this portion of Trail Boulevard. Further, the Right of Way Improvements contemplate additional green space, heavily landscaped median islands and a significant reduction of impervious area.

  Response: *The County will retain Trail Blvd. from the end of the vacation point.*

- The applicant shall provide a two-way access easement to the County over the vacate area.

  Response: *The County will retain an access easement, a draft of which has been submitted and also shared with Robert Bosch.*

- All improvements shall be made in accordance with County Standards.

  Response: *Acknowledged.*

- The Collier County will not assume maintenance responsibility for roadways, pavers, curbing, sidewalk, landscaping, and drainage easements.

  Response: *Please see attached draft Landscape Maintenance Agreement.*

- The applicant commits that no structures will be constructed within the to be vacated area, rather, lush landscaping and state of the art hardscaping will be provided. The applicant shall not disrupt any existing utilities in the to be vacated area; current utilities will be granted replacement easements from the applicant.

  Response: *Applicant commits that no buildings will be constructed within the area to be vacated.*

X

Marshal Miller
Division Director

February 27, 2024

Noel Davies, Esq.
1415 Panther Lane
Suite #442
Naples, Florida 34109

RE: 5380-5400 Trail Blvd, Naples

To Whom It May Concern:

As Sheriff I directed staff to research the above styled request from the standpoint of public safety. This review included pulling records related to calls for service, traffic crashes and enforcement actions needed to maintain good order in the affected area. The data reveals that this small section of roadway is responsible for an inordinate number of calls for service.

Previously my legal staff reviewed the request for a letter of "No Objection" for the above described project with a vacation as described in your letter of June 28, 2023. In addition to the issuance of the requested letter of "No Objection" I would now like to go on record as recommending the vacation of this section of Trail Boulevard for the purpose of improving public safety in this area.

If I can be of further assistance in reaching a decision in this matter I stand ready to assist.

Sincerely,

Kevin J. Rambosk, Sheriff
Collier County, Florida

"Service to Others Before Self"

PJM AND SONS' HOSPITALITY, LLC

455 Citation Point
Naples, FL 34104
www.gulfcoastcommercial.com

Mark Wiles
Hessler Floor Covering , 6000 Trail Blvd.

Dear Neighbor,

The McCabe family, under PJM & Sons' Hospitality, who played a critical role in the revitalization of 5th Ave., are asking for your support of a 5-Star boutique Hotel and Trail BLVD revitalization project. PJM & Sons' recently purchased the two south parcels of 5400 Trail BLVD & 5380 Trail BLVD. The overarching goal of the property and development intent of Trail BLVD is to build a destination 5-star Boutique hotel and to improve the commercial district of Trail BLVD from 7/11 to Ridge Drive.

PJM & Sons' Hospitality is seeking your support for the county vacation of the 80' Trail BLVD right-of-way for the 300 linear foot frontage of the 5-star hotel development site. Such vacation will have no effect on current transportation circulation, preserving all means of ingress and egress to and from 7/11, Trail BLVD, 41, and Pine Ridge Estates. If granted, PJM & Sons will donate and manage via a landscape agreement the entire Trail BLVD landscaping from 7/11 to Ridge drive, adding new landscaping, curb cuts, sidewalks, lamps, and other streetscape elements to enhance the commercial district of Trail BLVD. Such enhancements will have no impact on parking or access to property owners along Trail BLVD. and will be a significant improvement, creating a more attractive commercial district on the East side of 41.

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Please review the materials which showcase the boutique hotel and Trail BLVD landscape concept, and if you agree, we would appreciate your signed endorsement of the vacation and revitalization project. I firmly believe this will be transformative for the area.

Regards,

Philip J. McCabe

Philip McCabe
239.213.8392
Philipm@gulfcoastcommercial.com

Letter of Endorsement

I, Mark T Wiles, understand the intent for the overall boutique hotel and Trail BLVD revitalization project. I also understand that my endorsement is not an agreement to a specific landscape design, rather it is an endorsement to the vacation and revitalization concept of Trail BLVD.

Printed Name: Mark T Wiles Signature: Mark T. Wiles

Title: President Date: 6/19/2024

Company/Entity: Hessler Floor Covering
6000 Trail Blvd.

(Please sign, scan, and email back to: philipm@gulfcoastcommercial.com)

DAVIES | DUKE

1415 Panther Lane, Suite 442
Naples, FL 34109

www.DaviesDuke.com
Offices: Naples, Bonita Springs, Fort Myers

Noel J. Davies, Esq.
239.216.2792
Noel.Davies@DaviesDuke.com

March ___, 2024

_____
_____
_____

Re: 5380 Trail Blvd. and 5400 Trail Blvd., Naples, FL 34108

Dear _____:

This Firm represents Waterside Hotel Development, LLC, the owner of the above-referenced property, in their application for a vacation of the right-of-way of Trail Blvd. in front of 5380 Trail Blvd. and 5400 Trail Blvd.

Please sign below indicating that you do not object to the vacation request.

Sincerely,

DAVIES DUKE, PLLC

Noel J. Davies, Esq.

I do not object to the vacation of the right-of-way of Trail Blvd., in front of 5380 Trail Blvd. and 5400 Trail Blvd.

_____
Signature

Suman Cheriyan / T
Print Name and Title

03/20/2024
Date

July 14, 2023

Mr. Noel J. Davies
Davies Duke, PLLC
1415 Panther Lane #442
Naples, FL 34109

Re: Letter of No Objection – Vacation of Right-of-Way 5380-5400 Trail Boulevard, Naples, FL 34108

Dear Ms. Davies,

I am in receipt of your request dated June 28, 2023 in reference to the above-mentioned property.

I have reviewed the enclosed drawing(s) (Exhibit "A") requesting Vacation of Right-of-Way; 5380-5400 Trail Boulevard adjacent to Lots 25 through 30, Block A, Pine Ridge Subdivision, Plat Book 3, Page 24.

I have no objection to Vacate the portion of the Right-of-Way adjacent to the property referenced in your letter dated June 28, 2023.

If you have any questions please feel free to contact me.

Sincerely,

Sean Lintz
Battalion Chief
North Collier Fire District

received
7.3.23

DAVIES | DUKE

1415 Panther Lane, Ste 442
Naples, FL 34109

www.DaviesDuke.com
Offices: Naples, Bonita Springs, Fort Myers

Noel J. Davies, Esq.
239.216.2792
Noel.Davies@DaviesDuke.com

June 28, 2023

North Collier Fire Control and Rescue District
Attn: Fire Prevention Bureau and Support Services
6495 Taylor Road
Naples, FL 34109

Re: ***Request for Letter of No Objection - Vacation of Right-of-Way***
5380-5400 Trail Blvd., Naples, FL 34108
Trail Blvd. adjacent to Lots 25 through 30, Block A, Pine Ridge Subdivision, Plat Book 3, Page 24

To Whom it May Concern:

On behalf of the property owners of the above-referenced properties we are requesting a Letter of No Objection for a petition to vacate that certain portion of a right-of-way located adjacent to the above-referenced properties.

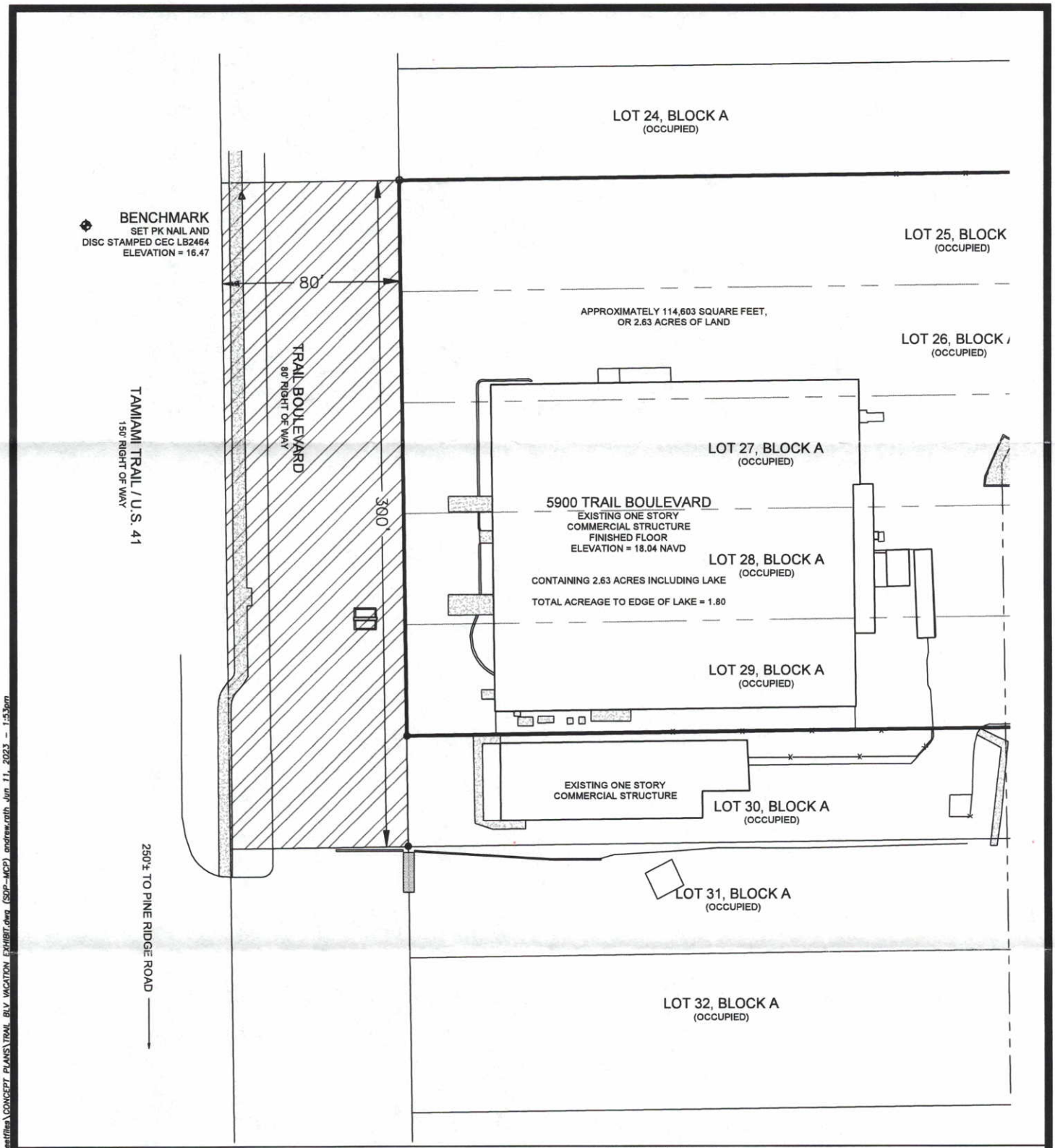
We have enclosed a sketch of the portion of Trail Blvd. to be vacated, along with a copy of the Plat with the location highlighted.

If you have any questions or require additional information, please contact our office. Otherwise, please reply with a Letter of No Objection to our office at your earliest convenience. Thank you.

Sincerely,

DAVIES DUKE, PLLC

Noel J. Davies, Esq.



LEGEND

TRAIL BLVD RIGHT OF WAY TO BE VACATED

AREA OF RIGHT OF WAY VACATION
= 23,995 SF = 0.55 ACRES

UNOFFICIAL LEGAL

PINE RIDGE BLOCK A, THAT PORTION OF TRAIL BLVD ADJACENT TO LOTS 25 THROUGH 30

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization
No. 00009496

TRAIL BLVD RIGHT OF WAY VACATION EXHIBIT

SCALE: 1" = 60'

SHEET NO: EXHIBIT A

REVISIONS		
REV.	DATE:	DESCRIPTION

Z:\Active Projects\TRAIL BLVD (5400)\Site Civil\Sheetfiles\CONCEPT PLANS\TRAIL BLV VACATION EXHIBIT.dwg (SDP-MCP) andrew.roth Jun 11, 2023 - 1:53pm

RESOLUTION NO. 2000-462
RENAMING WEST AVE TO WEST RD
RECORDED 1/9/2001 OR 2763 PG 633
PLAT BOOK 3 PAGE 24

PINE RIDGE

A SUBDIVISION IN

SECTION 10, T. 49 S., R. 25 E.

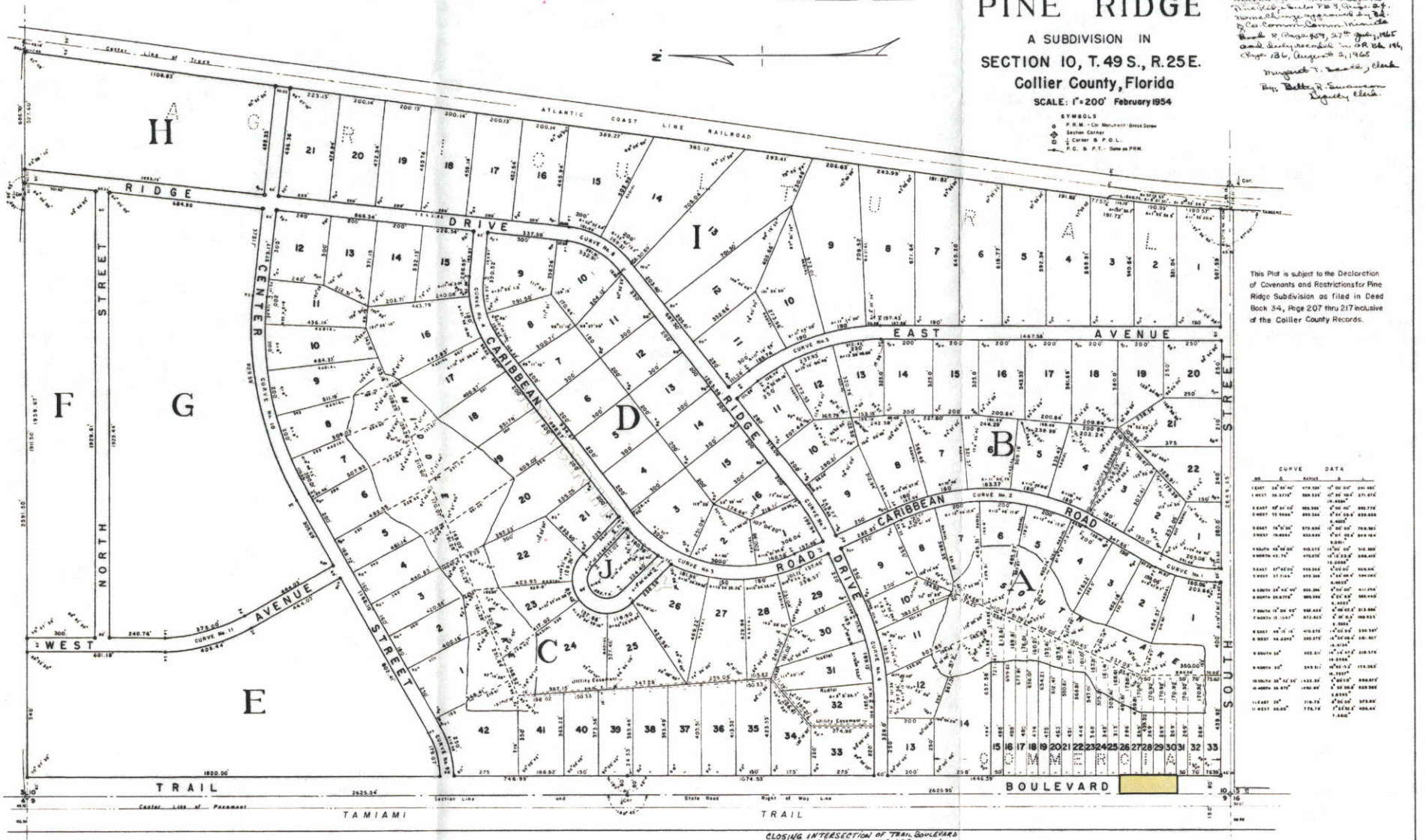
Collier County, Florida

SCALE: 1"=200' February 1954

Change of Street Name from Pine Ridge Rd. to Pine Ridge Rd. Pine Ridge, Section No 3, Change of name change approved by Bd. of Co. Comm. Comm. Minutes Book 9, Page 409, 27th day, 1965 and duly recorded in OR Bk 196, Page 136, August 2, 1965

Margaret T. Smith, Clerk
By: Betty R. Swanson
Deputy Clerk

SYMBOLS
P.R.M. - Cir. Monument - Brass Screw
Section Corner
Corner & P.O.L.
P.C. & P.T. - Same as PRM



This Plat is subject to the Declaration of Covenants and Restrictions for Pine Ridge Subdivision as filed in Deed Book 34, Page 207 thru 217 inclusive of the Collier County Records.

CURVE DATA

NO.	Δ	RADIUS	B	L
1 EAST	18° 00' 00"	479.184'	10° 00' 00"	241.482'
1 WEST	36.5778°	588.332'	10° 00' 00"	271.872'
			19.4286°	
2 EAST	18° 00' 00"	986.996'	5° 00' 00"	498.778'
2 WEST	72.5666°	895.366'	5° 00' 00"	1134.868'
			9.9801°	
3 EAST	18° 00' 00"	573.696'	10° 00' 00"	748.983'
3 WEST	18.0000°	636.686'	10° 00' 00"	200.184'
			9.0901°	
4 SOUTH	18° 00' 00"	955.373'	10° 00' 00"	300.300'
4 NORTH	43.75°	470.070'	10° 00' 00"	358.612'
			18.0098°	
5 EAST	37° 22' 00"	955.366'	5° 00' 00"	1016.66'
5 WEST	37.366°	955.366'	5° 00' 00"	1041.042'
			9.9833°	
6 SOUTH	26° 40' 00"	955.366'	5° 00' 00"	411.296'
6 SOUTH	26.6778°	955.366'	5° 00' 00"	385.440'
			9.9833°	
7 SOUTH	18° 00' 00"	955.366'	5° 00' 00"	313.886'
7 SOUTH	18.00°	477.465'	10° 00' 00"	150.533'
			9.9833°	
8 EAST	18° 00' 00"	955.373'	5° 00' 00"	300.300'
8 WEST	18.0000°	1000.373'	5° 00' 00"	320.307'
			9.9833°	
9 SOUTH	26°	955.00'	5° 00' 00"	208.379'
			10.0000°	
9 NORTH	26°	955.00'	5° 00' 00"	173.065'
			10.0000°	
10 SOUTH	26° 52' 30"	1433.00'	5° 00' 00"	696.867'
10 NORTH	26.875°	1910.00'	5° 00' 00"	668.988'
			9.9833°	
11 EAST	26°	716.78'	5° 00' 00"	325.00'
11 WEST	26.00°	776.78'	5° 00' 00"	352.00'
			7.8460°	

CERTIFICATION

I HEREBY CERTIFY that this plat of PINE RIDGE is true and correct according to a recent survey made and platted under my direction and that permanent reference monuments (P.R.M.'S) have been set in accordance with the provisions of Section 7, Chapter 10275 laws of Florida Acts of 1925

C. H. Spencer
Reg. Land Surveyor Fla. Cert. No. 665

DESCRIPTION

ALL that portion of Section 10, T. 49 S., R. 25 E. lying westerly from the Atlantic Coast Line Railroad right of way, excepting therefrom all existing rights of way for public roads.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Collier Development Corporation, a Florida Corporation the owner of the hereon described lands has caused this plat of PINE RIDGE to be made and does hereby dedicate to the perpetual use of the public all streets and roads shown hereon provided that such streets and roads shall revert unto Collier Development Corporation, its assigns or its successors in the event such streets and roads are vacated, abandoned or otherwise cease to be used as public thoroughfares or are discontinued by law.

IN WITNESS WHEREOF, Barron Collier Jr. and Norman A. Herron respectively Vice President and Secretary, of Collier Development Corporation by and with the authority of its Board of Directors have executed these presents for and on behalf of said Corporation and caused its Corporate Seal to be affixed this 24th day of February A.D. 1954

ATTEST: Norman A. Herron
Secretary

COLLIER DEVELOPMENT CORPORATION
Barron Collier
Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Barron Collier Jr. and Norman A. Herron, respectively Vice President and Secretary of Collier Development Corporation, to me known to be the persons described in and who executed the foregoing dedication and they acknowledged to me that they executed said dedication freely and voluntarily as Vice President and Secretary of said corporation, for the uses and purposes therein mentioned

WITNESS my hand and official seal of Everglades, Florida this 25th day of February A.D. 1954

Bonnie C. Moore
Notary Public, State of Florida
My commission expires Jan 20 1956

CLOSING INTERSECTION OF TRAIL BOULEVARD WITH PINE RIDGE ROAD — OR 699 page 1

APPROVALS

This plat accepted this 16 day of February A.D. 1954 in open meeting of the Board of County Commissioners of Collier County, Florida.

Approved J. M. Davidson
Chairman
Ted Doak
Clerk

I HEREBY CERTIFY that this plat of PINE RIDGE Subdivision has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, laws of Florida, Acts of 1925

I FURTHER CERTIFY that said plat was filed for record at 4:00 P.M. this 21 day of July A.D. 1954 and duly recorded in Plat Book 3 of page 24 of the Public records of Collier County, Florida.

Ted Doak
Clerk of Circuit Court in and for Collier County

DAVIES | DUKE

1415 Panther Lane, Suite 442
Naples, FL 34109

www.DaviesDuke.com
Naples, Bonita Springs

Noel J. Davies, Esq.
239.216.2792
Noel.Davies@DaviesDuke.com

March 14, 2024

VIA EMAIL ONLY

Sarah E. Spector, Esq.
Roetzel & Andress, LPA
2320 First Street, Suite 1000
Fort Myers, FL 33901
SSpector@ralaw.com

Re: 5380 Trail Blvd. and 5400 Trail Blvd., Naples, FL 34108

Dear Sarah:

This Firm represents Waterside Hotel Development, LLC, the owner of the above-referenced property, in their application for a vacation of the right-of-way- of Trail Blvd. in front of 5380 Trail Blvd. and 5400 Trail Blvd.

Please sign below indicating that you do not object to the vacation request.

Sincerely,

DAVIES DUKE, PLLC

Noel J. Davies, Esq.

I do not object to the vacation of the right-of-way of Trail Blvd. in front of 5380 Trail Blvd. and 5400 Trail Blvd. as submitted.

CJF
Signature

Craig Felzer Managing Member
Printed Name and Title

3/14/2024
Date

JEF Real Estate LLC
5450 Trail Blvd.
Naples FL 34108

Florida Power & Light Company, 4105 15th Ave SW , Naples, FL 34116
Phone: 239-353-6090, Fax: -

July 25th 2024
Davidson Engineering, Inc.
4365 Radio Rd
Ste 201
Naples, FL 33104

Dear Andrew Rath,

This letter is in response to your request for the review of a ROW vacation.

In meeting with your request, FPL has no objection to the proposed public utility easements for “WATERSIDE HOTEL DEVELOPMENT”,

This letter of not objection is not to be used as release of rights to any existing facilies. FPL will require new easments public utility easements or FPL dedicacted easments to be recorded with Collier County before releasing rights to any existing facility in the ROW to be vacated.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Orlando Fernandez
Distribution Engineer
orlando.fernandez@fpl.com
239-367-4156

DAVIES | DUKE

3301 Bonita Beach Road
Suite 213
Bonita Springs, FL 34134

www.DaviesDuke.com
Offices: Naples, Bonita Springs, Fort Myers

Noel J. Davies, Esq.
239.216.2792
Noel.Davies@DaviesDuke.com

October 29, 2024

Via Certified Mail
Return Receipt Requested

7-Eleven, Inc.
3200 Hackberry Road
Irving, TX 75063

7-Eleven, Inc.
PO Box 711
Dallas, TX 75221

7-Eleven, Inc.
c/o Corporate Creations Network, Inc.
801 US Highway 1
North Palm Beach, FL 33408

Via Email
7-Eleven, Inc.
Anita Wetherhold
Anita.Wetherhold@7-11.com

Re: 7-11 Located at 5320 Tamiami Trail N., Naples, FL 34108
Vacation of Trail Blvd.

To Whom it May Concern:

This Firm represents Waterside Hotel Development, LLC, and PJM & Sons Hospitality, LLC, with respect to their application for a vacation of the right-of-way of Trail Blvd. in front of 5380 Trail Blvd. and 5400 Trail Blvd.

The McCabe family, under PJM & Sons Hospitality, who played a critical role in the revitalization of 5th Avenue South in Naples, are asking for your support of a 5-star boutique hotel and Trail Blvd. revitalization project. PJM & Sons recently purchased the two south parcels of 5400 Trail Blvd. and 5380 Trail Blvd. The overarching goal of the property and development intent of Trail Blvd. is to build a destination 5-star boutique hotel and to improve the commercial district of Trail Blvd. from 7-11 to Ridge Drive.

Our client is seeking your support for the County vacation of the 80' Trail Blvd. right-of-way for the 300 linear foot frontage of the 5-star hotel development site. Such vacation will have no effect on current transportation circulation, preserving all means of ingress and egress to and from 7-11, Trail Blvd., US 41, and Pine Ridge Estates. If granted, PJM & Sons will donate and manage via a landscape agreement the entire Trail Blvd. landscaping from 7-11 to Ridge Drive, adding new landscaping, curb cuts, sidewalks, lamps, and other streetscape elements to enhance the commercial district of Trail Blvd. Such enhancements will have no impact on parking or access to property owners along Trail Blvd. and will be a significant improvement, creating a more attractive commercial district on the east side of US 41.

Our client is working with County and State transportation to also add a deceleration lane along US 41 and improve the present bus stop to promote safer and more functional ingress and egress. Attached are renderings of the hotel project, as well as a conceptual landscape/streetscape plan for Trail Blvd. Please note this is not supporting any specific plan, rather supporting the concept of the overall vacation and revitalization intent. Given the vacation from the County, PJM & Sons will continue an open dialogue with property owners along Trail Blvd. with all landscape plans for feedback and a mutually agreeable design.

Please review the materials which showcase the boutique hotel and Trail Blvd. landscape concept, and if you do not object, we would appreciate your signed Letter of No Objection of the vacation and revitalization project. Our client firmly believes this will be transformative for the area.

Sincerely,

DAVIES DUKE, PLLC

Noel J. Davies, Esq.

Attachments:

- Rendering of Carnelian Club & Hotel
- Conceptual landscape/streetscape plan for Trail Blvd.
- ROW Vacation sketch
- 7-Eleven Response Letter



©2024 Smallwood, Reynolds, Stewart, Stewart & Associates, Inc. This drawing is the property of the architect and may not be used or reproduced without his written permission. X:\ \\atl-srv-fs\Projects\2022\222098.00 - Beacon Site Study



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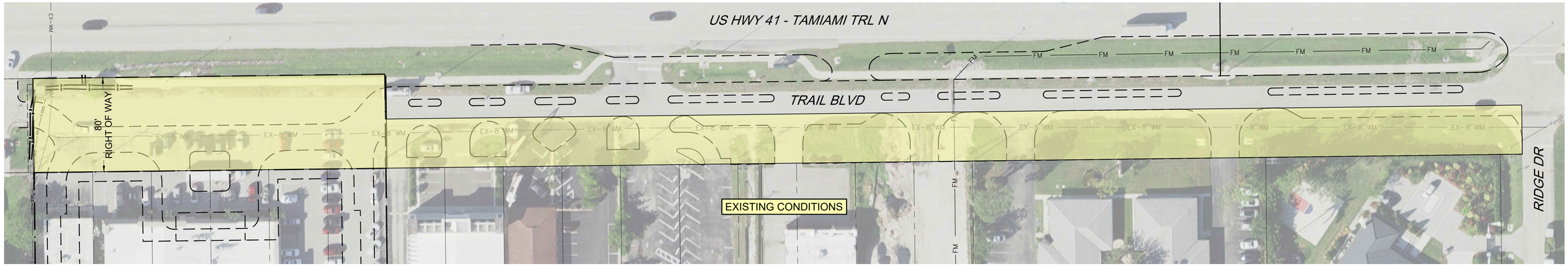
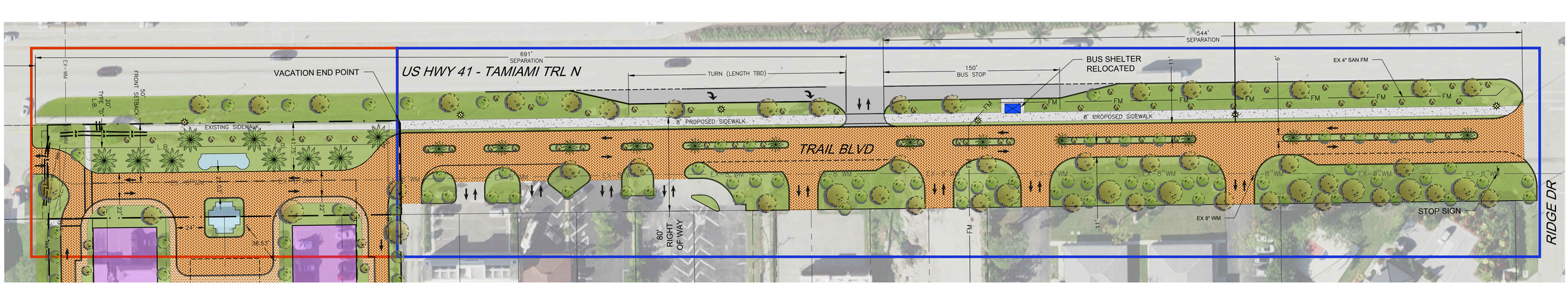
©2024 Smallwood, Reynolds, Stewart, Stewart & Associates, Inc. This drawing is the property of the architect and may not be used or reproduced without his written permission. X:\ \\atl-srv-fs\Projects\2022\222098.00 - Beacon Site Study





GENERAL NOTES:

1. THIS CONCEPT PLAN HAS BEEN PREPARED WITHOUT A CURRENT SURVEY AND IS BASED ON A BOUNDARY OBTAINED THROUGH COLLIER COUNTY PROPERTY APPRAISER, THE SURVEYED BOUNDARY, ONCE RECEIVED, MAY DEVIATE FROM THE COLLIER COUNTY PROPERTY APPRAISER BOUNDARY AND MAY NECESSITATE CHANGES OF THE SITE LAYOUT.
2. THE STORMWATER MANAGEMENT SYSTEM IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE PENDING STORMWATER MODELING.
3. THIS CONCEPT PLAN LAYOUT IS SUBJECT TO CHANGE AS A RESULT OF NEW INFORMATION, REQUIREMENTS, REQUESTS, AND FEEDBACK FROM PERMITTING ENTITIES.

LEGEND

- PROPOSED PAVED SURFACE
- STANDARD CONCRETE SECTION
- PROPOSED PAVERS
- CONCEPTUAL BUILDING FOOTPRINT
- LANDSCAPE AREAS
- CONCEPTUAL VEGETATION
- STOP SIGN
- PROPOSED LIGHT POLE
- EXISTING LIGHT POLE
- D – BEAUTIFICATION TO BE DONATED
- V – ROW TO BE VACATED

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization
No. 00009496

5400 TRAIL BLVD

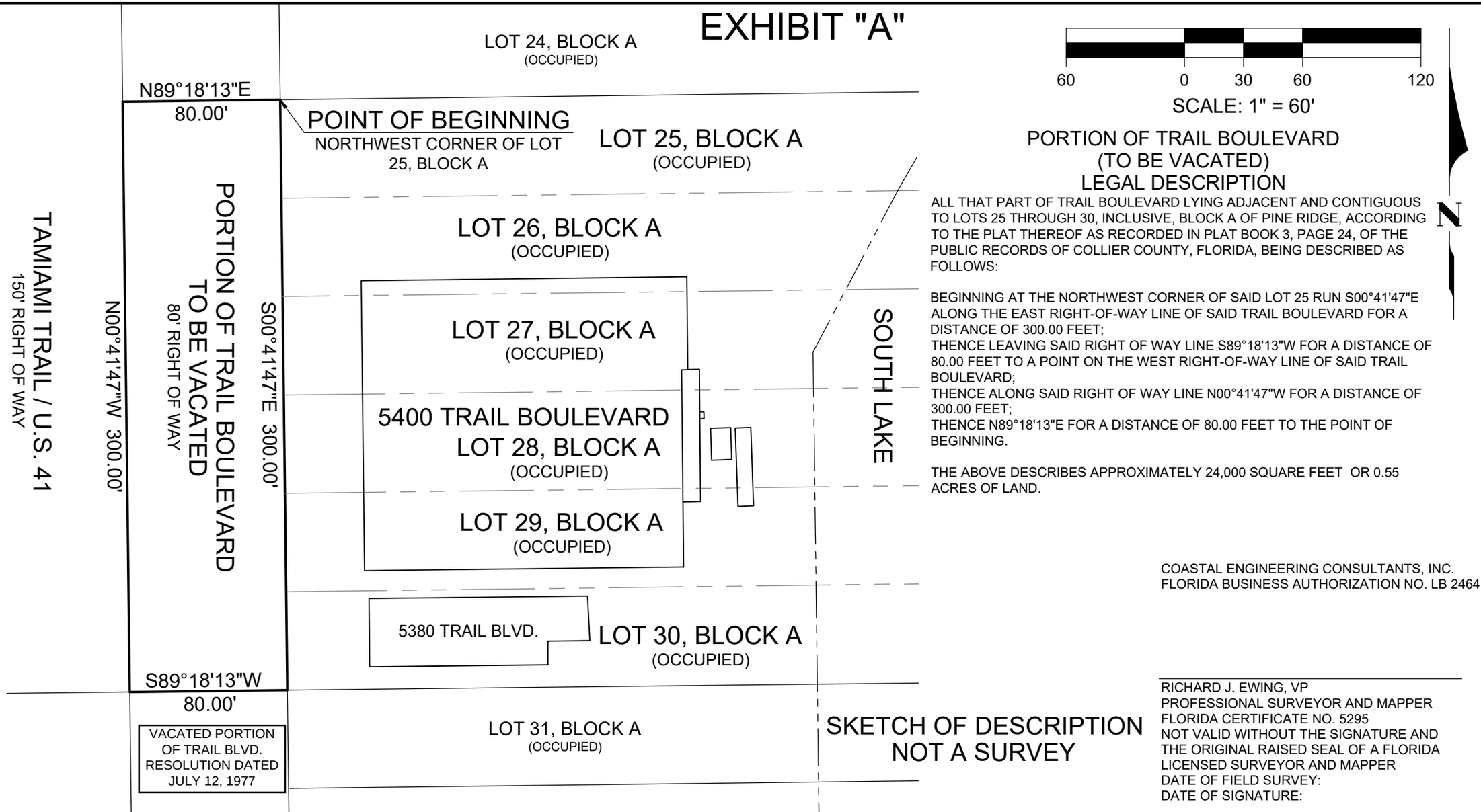
SCALE: 1" = 40'

SHEET:
CONCEPT PLAN MEDIAN STUDY

REVISIONS		
REV.	DATE	DESCRIPTION
	5/6/2024	REVISED ROW VACATION PLAN

Z:\Active Projects\TV\TRAIL BLVD (5400)\Site Civil\Sheetfiles\CONCEPT PLANS\CONCEPT PLAN – 1 05--03--2024.dwg (CP1 (2)) andrew.roth Sep 10, 2024 – 8:11pm

EXHIBIT "A"



60 0 30 60 120

SCALE: 1" = 60'

N

PORTION OF TRAIL BOULEVARD (TO BE VACATED) LEGAL DESCRIPTION

ALL THAT PART OF TRAIL BOULEVARD LYING ADJACENT AND CONTIGUOUS TO LOTS 25 THROUGH 30, INCLUSIVE, BLOCK A OF PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 25 RUN S00°41'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TRAIL BOULEVARD FOR A DISTANCE OF 300.00 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE S89°18'13"W FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID TRAIL BOULEVARD;
THENCE ALONG SAID RIGHT OF WAY LINE N00°41'47"W FOR A DISTANCE OF 300.00 FEET;
THENCE N89°18'13"E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES APPROXIMATELY 24,000 SQUARE FEET OR 0.55 ACRES OF LAND.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DATE OF FIELD SURVEY:
DATE OF SIGNATURE:

SHEET 1 OF 1
FILE NO: 22.190

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL AND GEOLOGICAL SERVICES
LAND AND MARINE SURVEY AND MAPPING
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

CLIENT: WATERSIDE HOTEL DEVELOPMENT LLC

TITLE: SKETCH OF DESCRIPTION OF A PORTION OF TRAIL BOULEVARD TO BE VACATED LYING ADJACENT TO LOTS 25 THROUGH 30, INCLUSIVE, BLOCK A OF PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

DATE:	12/08/23	SCALE:	1" = 60'
DRAWN:	MMW	F.B.	N/A
CHECKED:	RJE	PG.	N/A
SEC.	10	TWP. 49S	RNG. 25E
ACAD NO.	22.190		
REF. NO.	22.190-ROW VACATION		

NO.	DATE	BY	REVISION DESCRIPTION

LETTER OF NO OBJECTION

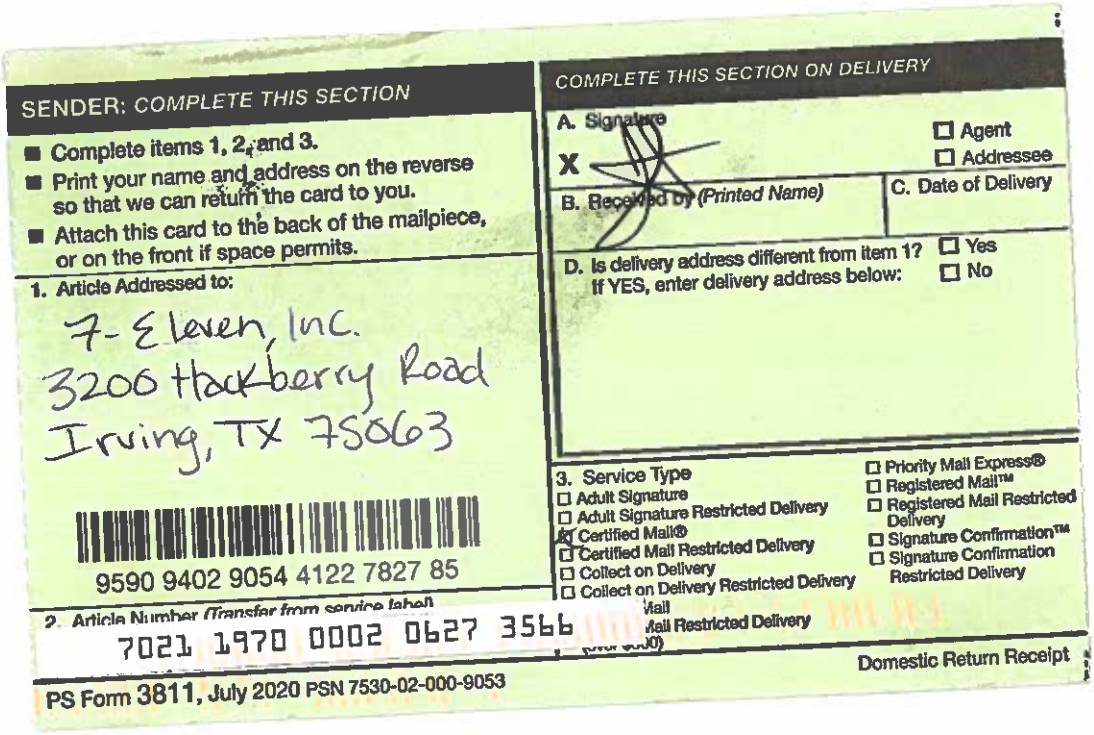
I, _____ as Authorized Representative of 7-Eleven, Inc., on behalf of the **7-Eleven located at 5320 Tamiami Trail N., Naples, FL 34108**, understand the intent for the overall boutique hotel and Trail Blvd. revitalization project and do not object.

Print Name: _____ Signature: _____

Title: _____ Date: _____

Company/Entity: _____

Please sign, scan and email back to Noel.Davies@DaviesDuke.com and Catherine.Louise@DaviesDuke.com; and return the original in the self-addressed, stamped envelope included herewith.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7-Eleven, Inc.
3200 Hackberry Road
Irving, TX 75063

9590 9402 9054 4122 7827 85

2. Article Number (Transfer from service label)

7021 1970 0002 0627 3566

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

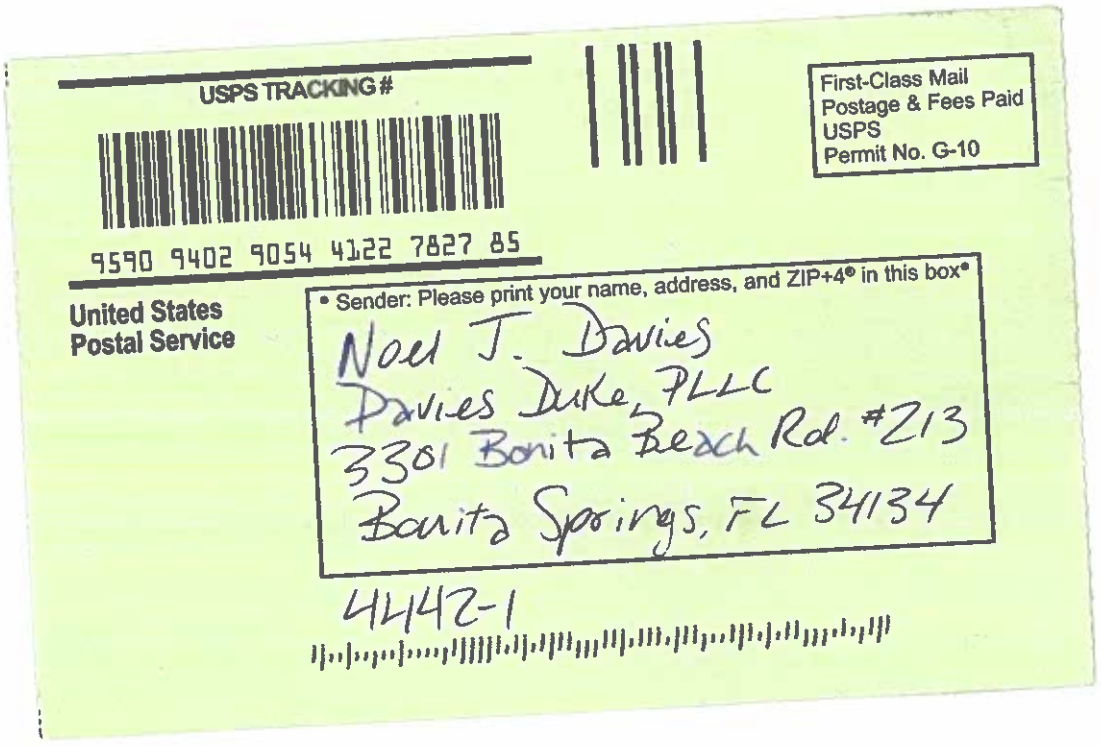
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

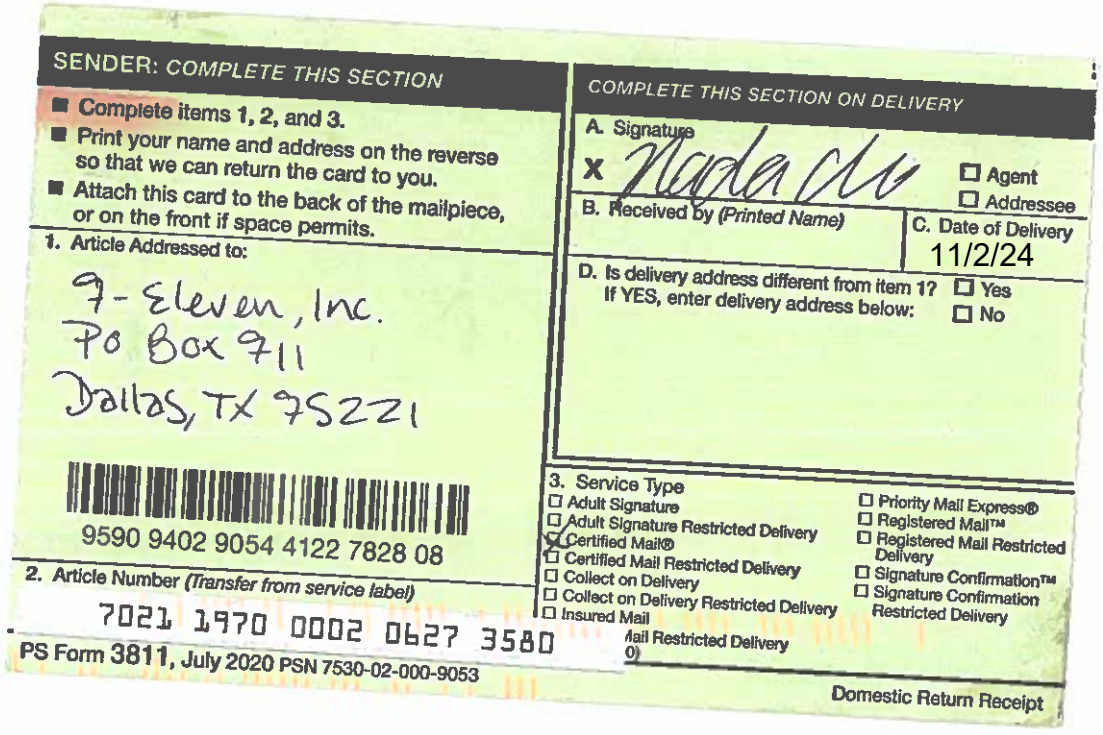
3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt


USPS TRACKING #
9590 9402 9054 4122 7827 85
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
United States
Postal Service
• Sender: Please print your name, address, and ZIP+4® in this box•
Noel J. Davies
Davies Duke, PLLC
3301 Bonita Beach Rd. #213
Bonita Springs, FL 34134
4442-1



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7-Eleven, Inc.
PO Box 711
Dallas, TX 75221

9590 9402 9054 4122 7828 08

2. Article Number (Transfer from service label)

7021 1970 0002 0627 3580

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

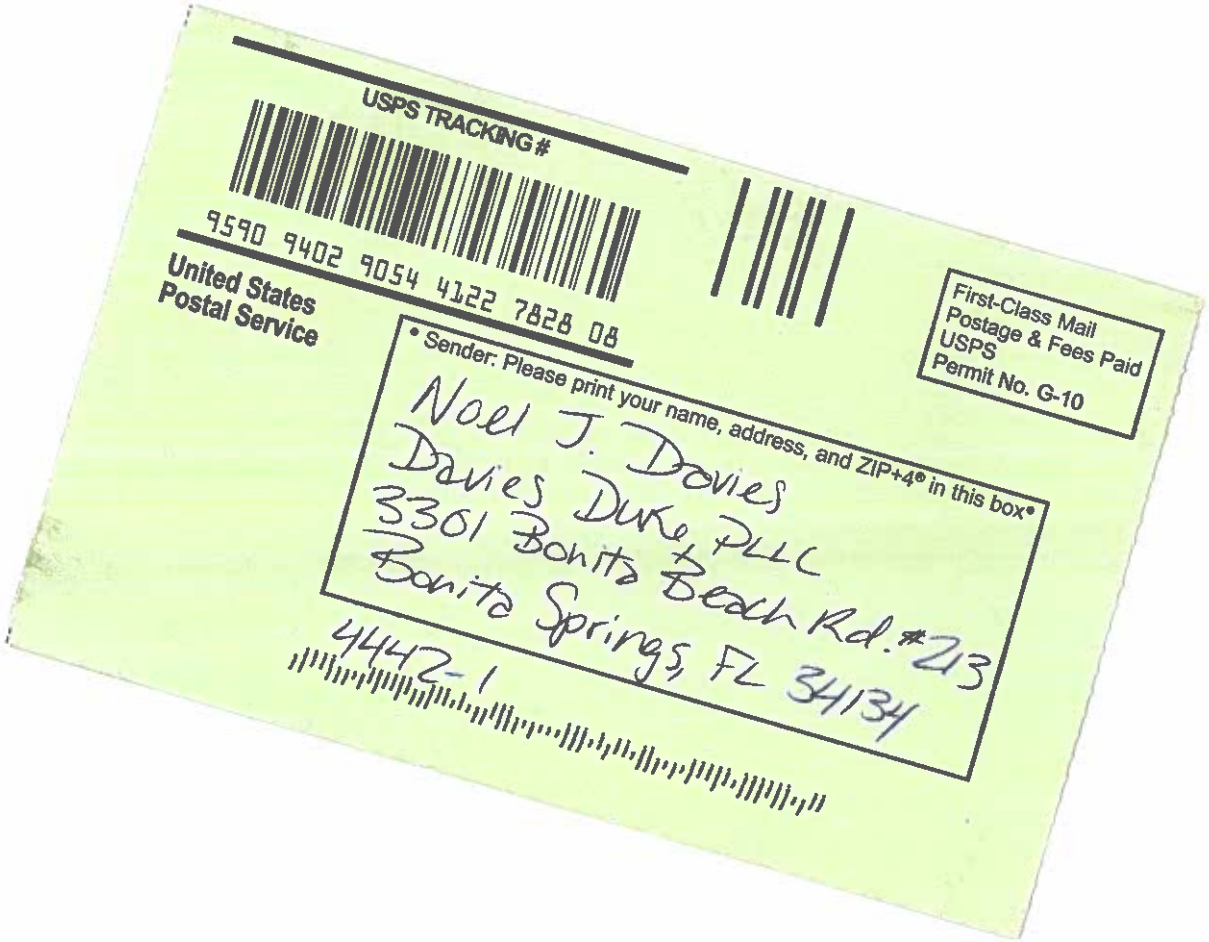
C. Date of Delivery
11/2/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ ...ail Restricted Delivery ...0)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt


USPS TRACKING #
9590 9402 9054 4122 7828 08
United States
Postal Service
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
• Sender: Please print your name, address, and ZIP+4® in this box•
Noel J. Davies
Davies Duke, PLLC
3301 Bonita Beach Rd. #213
Bonita Springs, FL 34134
4442-1

ALERT: EFFECTIVE NOVEMBER 29, 2024, INTERNATIONAL MAIL SERVICE TO **CANADA** IS TEM...

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

70211970000206273573

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 12:31 pm on October 31, 2024 in NORTH PALM BEACH, FL 33408.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

NORTH PALM BEACH, FL 33408
October 31, 2024, 12:31 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Feedback

Text & Email Updates ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

Track Another Package

LUMEN

December 16, 2024

Catherine Louise
Land Use Paralegal
Davis Duke, PLLC
1415 Panther Lane, Suite 442
Naples, FL 34109

RE: No Objection to Vacation of Right of Way at 5380-5400 Trail Blvd., Naples, Florida, 34108 Trail Blvd., adjacent to Lots 25 through 30, Block A, Pine Ridge Subdivision, Plat Book 3, Page 24

Dear Catherine,

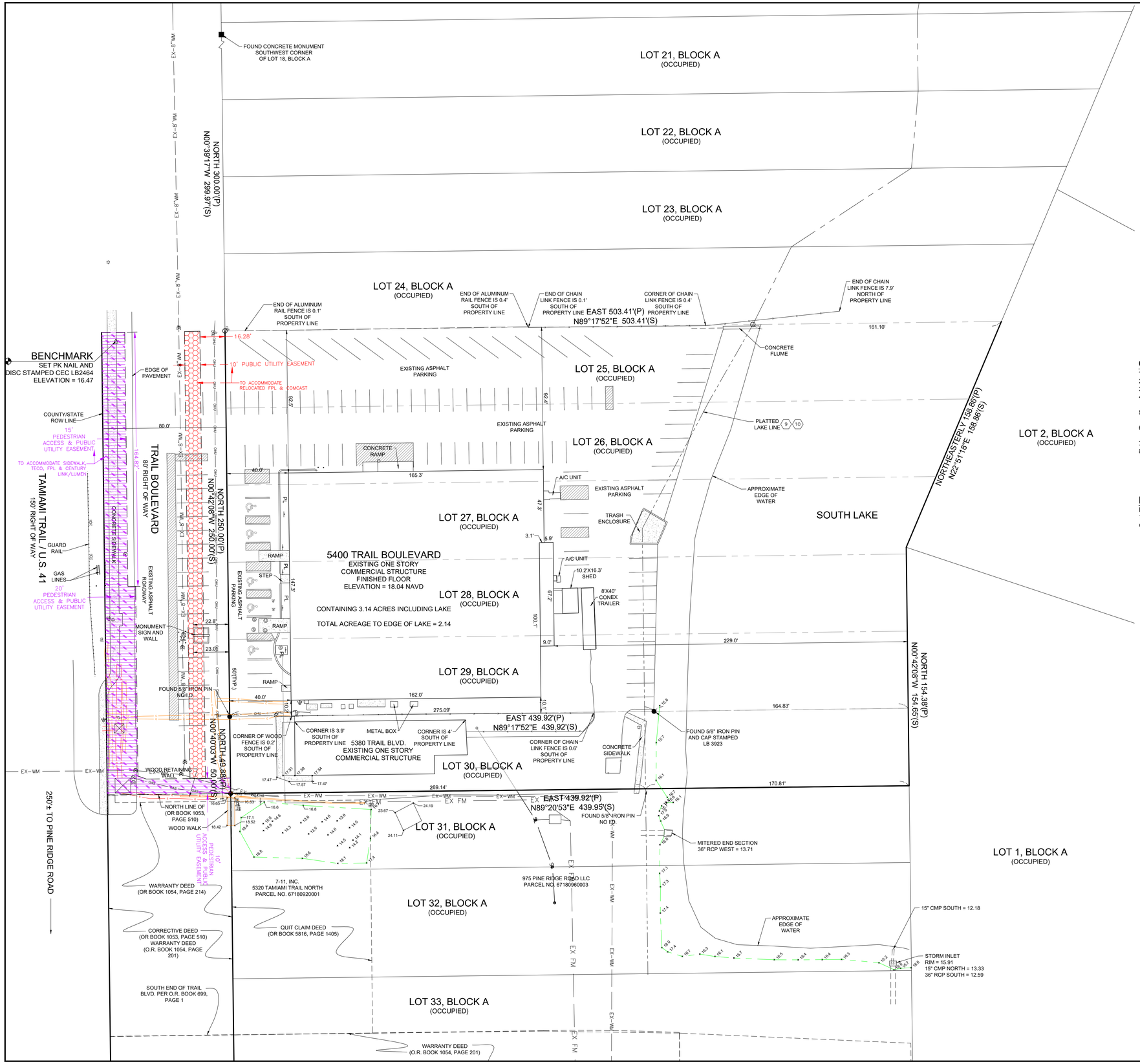
In response to your request of proposed vacation of a portion of the right-of-way at 5380-5400 Trail Blvd., Naples, Florida, adjacent to Lots 25 through 30, Block A, Pine Ridge Subdivision, Plat Book 3, Page 24, as presented on the print sent to this office; LUMEN does not object provided Customer is willing to fund any relocation cost of all facilities and furnish any new easements/right of way that may be needed.

LUMEN has **5-buried copper entrance cables (3-25 pair cables, 1-50 pair cable, and 1-100 pair cable) located in the right of way with working customer services,** and there is no other access to serve these customers. LUMEN, therefore, does not want to relinquish right of way rights, unless Customer is willing to fund relocation cost of all facilities and furnish any new easements/right of way that maybe needed.

If you have any questions, please contact Bill Paul 727-449-3544 or bill.paul@lumen.com.

Sincerely yours,

Network Infrastructure Services
CenturyLink of Florida, Inc.
P863191



LEGEND

PROPOSED PUBLIC UTILITY EASEMENT

PROPOSED PEDESTRIAN ACCESS & PUBLIC UTILITY EASEMENT

NOTE:

PROPOSED EASEMENT CONFIGURATION DRAFTED BY DAVIDSON ENGINEERING ON TOP OF BACKGROUND BOUNDARY SURVEY BY COASTAL ENGINEERING CONSULTANTS.
DATE: JULY 1, 2024

N

30 0 15 30 60

SCALE: 1" = 30'

LEGEND

(P) = PLAT DATA
(S) = SURVEY DATA
(D) = DESCRIPTION DATA
(TYP.) = TYPICAL
OHU = OVERHEAD UTILITY LINE
= WOOD POWER POLE
= FIBER OPTIC MARKER
= TELEPHONE RISER
= WATER METER
= ELECTRIC SERVICE
= WATER VALVE
= FIRE HYDRANT
= LIGHT POLE
= SANITARY SEWER MANHOLE
= UNKNOWN MANHOLE
=DENOTES SCHEDULE B-II ITEM
PL = PLANTER

GENERAL NOTES

1. ■ = FOUND 4"X4" CONCRETE MONUMENT NO I.D.
2. ● = FOUND 5/8" IRON PIN AS NOTED.
3. ○ = SET 5/8" IRON PIN AND CAP STAMPED CEC LB 2464.
4. BEARINGS BASED ON A GRID BEARING OF N89°16'21"E ON THE SOUTH LINE OF LOT 18, BLOCK A.
5. DESCRIBED PROPERTY LIES IN FLOOD ZONE AH, ELEVATION 18.5 PER F.I.R.M. COMMUNITY PANEL NO. 120067 MAP NO. 12021 0383H DATED MAY 16, 2012.
6. ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 88).
7. ELEVATIONS AND DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
8. THIS SURVEY IS CERTIFIED TO THE DATE OF THE FIELD SURVEY, NOT THE DATE OF SIGNATURE.

LEGAL DESCRIPTION

LOTS 25 THROUGH 30, INCLUSIVE, BLOCK A OF PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DATE OF FIELD SURVEY: 09/06/2022
DATE OF SIGNATURE:

THIS DOCUMENT AND THE CONCEPTS AND DESIGNS CONTAINED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. ANY UNAUTHORIZED USE, REUSE OR MODIFICATION OF THIS DOCUMENT SHALL BE UNDERTAKEN BY AND ON THE USER'S ACCEPTANCE AND ADOPTION OF COASTAL ENGINEERING CONSULTANTS, INC.'S (CECI) OPTIMUM LEGAL PROTECTION AND SHALL BE WITHOUT LIABILITY TO CECI OR ITS SUBSIDIARIES.

NO.	DATE	BY	REVISION DESCRIPTION
NO.1	05/11/23	MMW	ADDED ADDITIONAL TOPO
NO.2	05/06/24	MMW	ADDED UNDERGROUND AS BUILTS

DATE: 11/30/23
DRAWN: MMW
CHECKED: RJE
SEC. 10 TWP. 49S RNG. 25E
SCALE: 1" = 30'
F.B. K683 PG. 73
ACAD NO. 22.190-COMBINED
REF. NO.

CLIENT: WATERSIDE HOTEL DEVELOPMENT LLC

TITLE: ALTA/NSPS LAND TITLE SURVEY OF LOTS 25 THROUGH 30, INCLUSIVE, BLOCK A OF PINE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL AND GEOLOGICAL SERVICES
LAND AND MARINE SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135

SHEET 1 OF 1
FILE NO.: 22.190

DRAWING NUMBER PG24
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER PG24

DRAWING NUMBER PB3
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER PB3

DRAWING NUMBER
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER PB3

RESOLUTION NO. 2000-462
RENAMING WEST AVE TO WEST ST
RECORDED 1/9/2001 ,OR 2763 PG 633
PLAT BOOK 3 PAGE 24

Plat Book 3 Page 24

Change of Street Name from Sawgrass Dr. to Pine Ridge Rd. Pine Ridge Section PB 3, Page 24. Name change approved by Bd. of Co. Comm. Comm. Minutes Book 8, Page 459, 27th July, 1965 and duly recorded in OR Bk 194, Page 136, August 2, 1965
Margaret T. Scott, Clerk
By: Bette R. Swanson
Deputy Clerk

PINE RIDGE

A SUBDIVISION IN
SECTION 10, T. 49 S., R. 25 E.
Collier County, Florida

SCALE: 1"=200' February 1954

SYMBOLS
- P.R.M. – Cor. Monument - Brass Screw
- Section Corner
- Corner & P.O.L.
- P.C. & P.T. – Same as P.R.M.



This Plat is subject to the Declaration of Covenants and Restrictions for Pine Ridge Subdivision as filed in Deed Book 34, Page 207 thru 217 inclusive of the Collier County Records.

CURVE DATA

NO.	Δ	RADIUS	D	L
1 EAST	28°58'40"	478.339'	12° 00' 00"	241.482'
1 WEST	28.9778°	588.339'	10° 39' 30.4"	271.876'
			10.4584'	
2 EAST	53°34'00"	955.366'	6° 00' 00"	892.778'
2 WEST	53.5666°	895.366'	6° 24' 08.8"	836.855'
			6.4025'	
3 EAST	76°51'30"	573.686'	10° 00' 00"	768.583'
3 WEST	76.8583°	633.686'	9° 01' 03.6"	849.164'
			9.0351'	
4 SOUTH	43°45'00"	410.275'	14° 00' 00"	312.500'
4 NORTH	43.75°	470.275'	12° 12' 23.6"	358.415'
			12.2066'	
5 EAST	37°43'00"	955.366'	6° 00' 00"	626.646'
5 WEST	37.7166°	895.366'	6° 24' 08.8"	589.093'
			6.4025'	
6 SOUTH	26°40'40"	955.366'	6° 00' 00"	411.256'
6 NORTH	26.6778°	895.366'	6° 24' 8.8"	385.440'
			6.4025'	
7 SOUTH	13°08'05"	932.625'	6° 08' 42.2"	213.696'
7 NORTH	13.1347°	872.625'	6° 34' 9.5"	199.933'
			6.5693'	
8 EAST	46°15'15"	410.275'	14° 00' 00"	330.387'
8 WEST	46.2542°	350.275'	16° 24' 4"	281.807'
			16.4134'	
9 SOUTH	30°	403.211'	14° 14' 47.2"	210.579'
			14.2466'	
9 NORTH	30°	343.211'	16° 42' 15.2"	179.065'
			16.7537'	
10 SOUTH	35°52'30"	1432.69'	4° 00' 00"	896.875'
10 NORTH	36.875°	1492.69'	3° 50' 30.6"	929.585'
			3.8393'	
11 EAST	30°	716.78'	8° 00' 00"	373.00'
11 WEST	30.00°	776.78'	7° 22' 52.2"	406.44'
			7.3812'	

CLOSING INTERSECTION OF TRAIL BOULEVARD WITH PINE RIDGE ROAD – OR 699 PAGE 1

CERTIFICATION

I HEREBY CERTIFY that this plat of PINE RIDGE is true and correct according to a recent survey made and platted under my direction and that permanent reference monuments (P.R.M.S) have been set in accordance with the provisions of Section 7, Chapter 10275 laws of Florida Acts of 1925

Reg. Land Surveyor Fla. Cert. No. 665

DESCRIPTION

ALL that portion of Section 10, T. 49 S., R. 25 E. lying westerly from the Atlantic Coast Line Railroad right of way, excepting therefrom all existing rights of way for public roads.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Collier Development Corporation, a Florida Corporation the owner of the hereon described lands has caused this plat of PINE RIDGE to be made and does hereby dedicate to the perpetual use of the public all streets and roads shown hereon provided that such streets and roads shall revert unto Collier Development Corporation, its assigns or its successors in the event such streets and roads are vacated, abandoned or otherwise cease to be used as public thoroughfares or are discontinued by law.

IN WITNESS WHEREOF, Barron Collier Jr. and Norman A. Herren respectively Vice President and Secretary, of Collier Development Corporation by and with the authority of its Board of Directors have executed these presents for and on behalf of said Corporation and caused its Corporate Seal to be affixed this 24th day of February A.D. 1954

ATTEST: Secretary

COLLIER DEVELOPMENT CORPORATION
By Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Barron Collier Jr. and Norman A. Herren, respectively Vice President and Secretary of Collier Development Corporation, to me known to be the persons described in and who executed the foregoing dedication and they acknowledged to me that they executed said dedication freely and voluntarily as Vice President and Secretary of said corporation, for the uses and purposes therein mentioned

WITNESS my hand and official seal at Everglades, Florida this 24th day of February A.D. 1954

Bonnie C. Moore

Notary Public, State of Florida
My commission expires Jan 25 1956

APPROVALS

This plat accepted this 16 day of February A.D. 1954 in open meeting at the Board of County Commissioners of Collier County, Florida.

Approved J. M. Davidson
Chairman
Ed Scott
Clerk

I HEREBY CERTIFY that this plat of PINE RIDGE Subdivision has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, laws of Florida, Acts of 1925
I FURTHER CERTIFY that said plat was filed for record at 4:00 P.M. this 21 day of July A.D. 1954 and duly recorded in Plat Book 3 at page 24 of the Public records of Collier County, Florida.

Ed Scott
Clerk of Circuit Court in and for Collier County

RESOLUTION 2021-_243

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING RESOLUTION 2006-160, AS AMENDED, IN ORDER TO AMEND THE POLICIES AND PROCEDURES FOR: 1) THE CLOSING AND VACATION OF ROAD RIGHTS-OF-WAY; 2) THE VACATION AND ANNULMENT OF PLATS OR PORTIONS OF PLATS OF SUBDIVIDED LAND; AND 3) THE EXTINGUISHMENT OF PUBLIC EASEMENTS CONVEYED BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS (CONVEYANCES OTHER THAN ON A SUBDIVISION PLAT) ON PLATTED OR UNPLATTED LAND, EXCEPT FOR PUBLIC ROADS, OR THE EXCHANGE OF REAL PROPERTY.

WHEREAS, the Board of County Commissioners of Collier County, Florida ("Board"), pursuant to sections 125.01, 125.37, 177.101, 336.09 and 336.10, Florida Statutes, Collier County Ordinance No. 2004-31, as amended, and the Collier County Land Development Code, is authorized to grant or deny vacations and annulments of plats of subdivided land, road rights-of-way, alleyways, and public dedicated easements conveyed by separate instrument recorded in the public records, and exchange of real property; and

WHEREAS, the Board, on July 25, 2006, adopted Resolution 2006-160, which superseded and replaced Resolution 1998-465, establishing the policies and procedures previously established for the above; and

WHEREAS, the Board, on September 10, 2013, adopted Resolution 2013-166, which amended Resolution 2006-160, to further amend the policies and procedures previously established for the above; and

WHEREAS, the Board desires to further amend the policies and procedures for: 1) closing and vacation of road rights-of-way; 2) vacation and annulment of plats or portions of plats of subdivided land; and 3) extinguishment of public easements conveyed by separate instrument records in the public records (conveyances other than on a subdivision plat) on platted or unplatted land, except for public roads, and exchange of real property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. This Resolution amends Resolution No. 2006-160, as amended, as set forth in the following Attachments.

2. The policies and procedures for the closing and vacation of road rights-of-way are amended and set forth in Attachment "A", incorporated herein and made part of this Resolution.

3. The policies and procedures for the vacation and annulment of plats or portions of plats of subdivided land are amended and set forth in Attachment "B", incorporated herein and made part of this Resolution.

4. The policies and procedures for the extinguishment of public easements conveyed by separate instrument records in the public records (conveyances other than on a subdivision plat) on platted or unplatted land, except for public roads, or the exchange of real property, are amended and set forth in Attachment "C", incorporated herein and made a part of this Resolution.

BE IT ALSO RESOLVED that the Clerk be directed to record this Resolution in the Public Records of Collier County, Florida.

THIS RESOLUTION ADOPTED after motion, second, and majority vote favoring same this 14th day of December, 2021.

ATTEST:
CRYSTAL K. KINZEL, CLERK

By: _____, Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Penny Taylor, Chairman

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney

DDP
10/25/21

Attachments:

1. Attachment "A" – Policy and Procedure on the Closing and Vacation of Road Right-of-Way

2. Attachment "B" – Policy and Procedure for the Vacation and Annulment of Plats or Portions of Plats of Subdivided Land

3. Attachment "C" – Policy and Procedure for the Extinguishment of Public Easements Conveyed by Separate Instrument Recorded in the Public Records (Conveyances Other Than on a Subdivision Plat) on Platted or Unplatted Land, Except for Public Roads, or the Exchange of Real Property

Attachment "A"

POLICY AND PROCEDURE ON THE CLOSING AND VACATION OF ROAD RIGHT-OF-WAY

A. AUTHORITY: –Sections 336.09 and 336.10, Florida Statutes.

B. POLICY: When a request is in the interest of the general public welfare or where no public detriment is established and when said request does not invade or violate individual property rights and otherwise qualifies under ~~S~~section 336.09, Florida Statutes, the Board of County Commissioners (BCC) may:

1. Vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, other than a state or federal highway, and to renounce and disclaim any right of the County and the public in and to any land in connection therewith.

2. Renounce and disclaim any right of the County and the public in and to any land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes, other than lands acquired for state and federal highways.

3. Renounce and disclaim any right of the County and the public in and to land, other than land constituting, or acquired for, a state or federal highway, delineated on any recorded map or plat as a street, alleyway, road, highway or other place used for vehicular travel.

C. PROCEDURE:

1. An application for the vacation of road right-of-way is to be completed along with the listed items needed for review and to be submitted to Growth Management, Development Review Division ~~/ Planning and Regulation, Engineering Services Section~~. It must be accompanied by a non-refundable application fee (refer to Growth Management, Development Services' ~~/ Planning and Regulation~~ current fee schedule for the applicable fee).

2. The petitioner must also provide:

   a) Evidence to show that the petitioner owns the fee simple title to the whole or that part of the parcel sought to be vacated (F~~EE~~ee S~~IMPLE~~imple D~~EED~~eed). If petitioner is

not the owner of the fee simple title, petitioner shall provide a statement demonstrating the reason for the request including any property or financial interest or projects affected by a granting of such request.

b) A statement explaining the general public benefit received from the proposed vacation.

c) A copy of the document which granted, conveyed or dedicated the right-of-way to the County or the public.

d) Certificate(s) showing all State and County taxes have been paid for the subject parcel if petitioner is the owner or the agent of owner of the fee simple title to the whole or part of the parcel sought to be vacated. (Available from the Collier County Tax Collector's Office, Building C-1, at the Government Center).

e) Assessment Map depicting area of proposed vacation. (Available from the Collier County Property Appraiser's Office, Radio Road).

f) List of abutting and other property owners within 250 feet of the proposed vacation to include:

(1) Name
(2) Address
(3) Zip Code
(4) Parcel Number

g) Site Plan - the site plan must be on 8 ½" X 11" paper and show all data pertinent to the proposed vacation, which shall include at least the following:

(1) Date of drawing
(2) Scale
(3) North arrow
(4) Locations and dimensions of property lines, abutting rights-of-way, easements, setbacks, off-street parking, and proposed and/or existing above and below grade structures~~, and any proposed landscaping.~~
(5) Location of proposed vacation and, if applicable, proposed dedication~~.~~

h) A sketch and ~~L~~legal description of what is to be vacated submitted on 8 ½" X 11" paper labeled in bold capital letters as EXHIBIT "A"~~. This legal description is to be accompanied by a sketch of the legal description.~~ Both the legal description and sketch are to be signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Florida Professional Surveyor and Mapper.

i) When applicable, a copy of the recorded subdivision plat. (Available from the Clerk of Court Recording Department online or on the 2nd~~nd~~ Floor of the Collier County Courthouse).

~~i)~~j) A property ownership disclosure form listing all persons with equitable interests in the application.

~~j)~~k) "Letters of No Objection" from all pertinent utility companies or authorized users of the easement and/or dedicated public area as determined by the Growth Management, Development Review Division ~~/ Planning and Regulation~~ Administrator or ~~his~~ their designee. Such letters may include but shall not be limited to the following:

(1) Electric Company
(2) Telephone Company
(3) Cable Television Company
(4) Collier County Sheriff's Office
(5) Homeowner's Association
(6) Rescue and Fire Control District
(7) Adjacent property owners

The letter sent to the utility companies and authorized users requesting a "Letter of No Objection" shall contain the statement "I have no objection to the proposed vacation" at the bottom of the letter with a signature block directly below it.

Upon submitting the petition for approval, ~~Engineering Services~~ Development Review Division will distribute the package to the following areas for their approval or objection:~~.~~

(~~1~~8) Collier County Public Utilities Engineering & Project Management Division ~~Utilities/PUED~~
(~~2~~9) Collier County ~~Engineering Services~~Development Review Division ~~Subdivision Review~~
(~~3~~10) Collier County ~~Engineering Services~~Capital Project Planning, Impact Fees & Program Management Division – Stormwater Review
(~~4~~11) Collier County Capital Project Planning, Impact Fees & Program Management Division – Transportation ~~Department~~ Planning Review

If the petitioner is unable to get the pertinent "approvals" or Letters of No Objection~~s~~ from those listed above, then the application is deemed denied.

~~k)~~l) If a replacement easement is required by Collier County, the reviewing parties are under no obligation to accept the offered alternative. If a Petition to Vacate is premised on the grant of a replacement easement, the Board will not take action on the Petition until the instrument necessary to grant the alternative real property interest has been accepted in form and content by all reviewing parties and the County Attorney's Office, it is properly executed by the granting or conveying entity,

and delivered to the County Attorney's Office to be held in trust pending the Board's consideration of the requested vacation. If a replacement easement is required by Collier County, the following shall be submitted:

(1) A sketch and ~~L~~legal description ~~and sketch~~ of what is to be dedicated, prepared along with a current attorney's title opinion or certification by a title company and noted on the sketch, signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Professional Surveyor and Mapper~~,~~.
(2) An attorney's title opinion or certification by a title company ~~Ownership & Encumbrance Report by a title company~~ (current)~~,~~.
(3) Executed conveyance document, and~~.~~
(4) Executed subordination documents.

3. ~~Engineering Services~~Development Review Division will review the petition application for completeness and compliance with this Resolution. ~~Engineering Services~~Development Review Division will prepare an appropriate executive summary and resolution and transmit both documents to the County Attorney's Office for approval.

   If approved as to form and legality by the County Attorney, the petition will be filed with the Clerk to the Board with a request for a time and date for a public hearing. The petition may be placed on the BCC agenda to establish a time and date for a public hearing by Resolution pursuant to ~~S~~section 336.09, Florida Statutes.

4. Once the time and date of the public hearing is~~are~~ established, the Clerk to the Board shall publish legal notice of the hearing one time in a newspaper of general circulation at least two weeks prior to the date stated therein for such hearing.

5. The petitioner and all property owners within 250 feet (and others as may be required by the ~~Engineering Services~~Development Review Division) of the requested vacation parcel shall be given notice by the Clerk to the Board; stating time, place and date of public hearing, by regular mail. If the number of property owners within two hundred fifty feet (250') exceeds twenty (20), petitioner shall incur an additional postage and handling charge of fifty cents ($.50) per additional property owner.

6. In the event that the petitioner for the property in question does not represent ~~him~~themself at the public hearing(s), they must provide a signed letter or other appropriate documentation which authorizes another specific person to represent ~~him~~them.

7. The Board of County Commissioners shall then hold a public hearing and any approved resolution by such governing body shall have the effect of vacating all requested streets and alleys which have not become highways necessary for use by the traveling public.

8. Notice of the adoption of such a resolution by the Commissioners shall be published by the Clerk to the Board one time, within 30 days following its adoption, in one issue of a newspaper of general circulation published in the County. The proof of publication of

notice of public hearing, a certified copy of the resolution, and the proof of publication of the notice of the adoption of such resolution shall be recorded by the Clerk to the Board in the Public Records of the County.

9. The processing of this petition shall coincide, where applicable, with the processing of such other platting or land use change applications proposed for the same property with regard to submissions of applications, staff reviews, reviews by advisory bodies, or the Board of County Commissioners, so that the decision on such vacation shall occur at the same meeting at which time the ~~reuse~~ application is reviewed by the Board of County Commissioners.

10. Once the application is accepted for review it will remain under review so long as a resubmittal in response to a county reviewer's comments is received within 90 days of the date on which the comments were sent to the applicant with a one time extension of an additional 90 days upon written notification. If a response is not received within this time, the application ~~for request review~~ will be considered withdrawn. Further review of the project will require a new application subject to the then current code.

Attachment "B"

POLICY AND PROCEDURE
FOR THE VACATION AND ANNULMENT OF PLATS OR
PORTIONS OF PLATS OF SUBDIVIDED LAND

A. **AUTHORITY**: Section 177.101 Florida Statutes, and Collier County Ordinance No. ~~01-57~~ 2004-31 and the Collier County Land Development Code.

B. **POLICY**: When a request is in the interest of the general public welfare or no public detriment is established, the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, the request will not affect the ownership or right of convenient access of persons owning other parts of the subdivision, and the request does not invade or violate individual property rights, the Board of County Commissioners may adopt resolutions vacating plats in whole or in part of subdivisions in said county~~ies~~, returning the property covered by such plats either in whole or in part into acreage.

C. **PROCEDURE**:

1. To petition for the vacation and annulment of plats or portions of plats of subdivided land, an application is to be completed along with the listed items needed for review. The application must be submitted to ~~Engineering Services~~Growth Management, Development Review Division, accompanied by a non-refundable application fee (refer to Growth Management, Development Services' ~~/ Planning and Regulation~~ current fee schedule for the applicable fee).

2. The petitioner must also provide:

   a) Evidence to show that the petitioner owns the fee simple title to the whole or that part of the parcel sought to be vacated (F~~EE~~ee S~~IMPLE~~imple D~~EED~~eed).

   b) A statement explaining the general public benefit received from the proposed vacation and demonstrating that the request will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

c) Certificate showing all State and County taxes have been paid for the subject parcel. (Available from the Collier County Tax Collector's Office, Building C-1, in the Government Center).

d) Assessment Map. (Available from the Collier County Property Appraiser's Office, Radio Road).

e) List of abutting and other property owners within 250 feet of the proposed vacation to include:

(1) Name
(2) Address
(3) Zip Code
(4) Parcel Number

f) Site Plan - the site plan must be on 8 ½" X 11" paper with an adequate scale showing all data pertinent to the proposed vacation, which shall include at least the following:

(1) Date of drawing
(2) Scale
(3) North arrow
(4) Locations and dimensions of property lines, abutting rights-of-way, easements, setbacks, off-street parking, and proposed and/or existing above and below grade structures~~, and any proposed landscaping.~~
(5) Location of proposed vacation and, if applicable, proposed dedication~~.~~

g) A sketch and ~~L~~legal description of what is to be vacated submitted on 8 ½" X 11" paper labeled in bold capital letters as EXHIBIT "A" to the petition. ~~This legal description is to be accompanied by a sketch of the legal description.~~ Both the sketch and legal description ~~and sketch~~ are to be signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Florida Professional Surveyor and Mapper.

h) A copy of the recorded subdivision plat. (Available from the Clerk of Court Recording Department online or on the 2nd Floor of the Collier County Courthouse).

i) A property ownership disclosure form listing all persons with equitable interests in the application.

~~e)~~j) "Letters of No Objection" from all pertinent utility companies or authorized users of the easement and/or dedicated public area as determined by the Development Review Division Administrator or their designee. Such letters may include but shall not be limited to the following:

(1) Electric Company
(2) Telephone Company

(3) Cable Television Company
(4) Collier County Sheriff's Office
(5) Homeowner's Association
(6) Rescue and Fire Control District
(7) Adjacent property owners

The letter sent to the utility companies and authorized users requesting a "Letter of No Objection" shall contain the statement "I have no objection to the proposed vacation" at the bottom of the letter with a signature block directly below it.

Upon submitting the petition for approval ~~Engineering Services~~Development Review Division will distribute the package to the following areas for their approval or objection:~~.~~

(~~1~~8) Collier County Public Utilities Engineering & Project Management Division ~~Utilities/PUED~~
(~~2~~9) Collier County ~~Engineering Services~~Development Review Division ~~Subdivision Review~~
(~~3~~10) Collier County ~~Engineering Services~~Capital Project Planning, Impact Fees & Program Management Division – Stormwater Review
(~~4~~11) Collier County Capital Project Planning, Impact Fees & Program Management Division – Transportation ~~Department~~ Planning Review

If the petitioner is unable to get the pertinent "approvals" or Letters of No Objections from those listed above, then the application is deemed denied~~"null and void."~~

~~f~~)k) If a replacement easement is required by Collier County, the reviewing parties are under no obligation to accept the offered alternative. If a Petition to Vacate is premised on the grant of a replacement easement, the Board will not take action on the Petition until the instrument necessary to grant the alternative real property interest has been accepted in form and content by all reviewing parties and the County Attorney's Office, it is properly executed by the granting or conveying entity, and delivered to the County Attorney's Office to be held in trust pending the Board's consideration of the requested vacation. If a replacement easement is required by Collier County, the following shall be submitted:

(1) Sketch and ~~L~~legal description ~~and sketch~~ of what is to be dedicated, prepared along with a current attorney's title opinion or certification by a title company and noted on the sketch, signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Professional Surveyor and Mapper~~.~~
(2) Attorney's title opinion or ~~Ownership & encumbrance Report~~certification by a title company (current)~~.~~
(3) Executed conveyance document, and~~.~~
(4) Executed subordination documents.

3. Development Review Division will review the petition for completeness and compliance with this Resolution. ~~Engineering Services~~Development Review Division will prepare an appropriate executive summary and resolution and transmit both documents to the County Attorney's Office for approval.

   If approved as to form and legality by the County Attorney, the petition will be filed with the Clerk to the Board with a request for a time and date for a public hearing.

4. Once the time and date of the agenda item is~~are~~ established, the Clerk to the Board shall publish legal notice of the hearing in not less than two weekly issues of a newspaper of general circulation in the County, pursuant to ~~S~~section 177.101, Florida~~.~~ Statutes.

5. The petitioner and all property owners within 250 feet (and others as may be required by ~~Engineering Services~~the Development Review Division) of the requested vacation parcel shall be given notice by the Clerk to the Board; stating time, place and date of the agenda item, by regular mail. If the number of property owners within two hundred fifty feet (250') exceeds twenty (20), petitioner shall incur an additional postage and handling charge of fifty cents ($.50) per additional property owner. If the County receives an objection or anticipates an objection to the vacation request, then the agenda item shall be scheduled under advertised public hearings in the BCC Agenda.

6. In the event that the owner for the property in question does not represent ~~him~~themself at the BCC meeting, they must provide a signed letter or other appropriate documentation which authorizes another specific person to represent ~~him~~them.

7. The County Commission may adopt a resolution vacating plats in whole or in part of subdivisions in the -County, returning the property covered by such plats either in whole or part into acreage.

8. A certified copy of any approved resolution shall be recorded in the public records of Collier County.

9. The processing of this petition shall coincide, where applicable, with the processing of such other platting or land use change applications proposed for the same property with regard to submissions of applications, staff reviews, reviews by advisory bodies, or the Board of County Commissioners, so that the decision on such vacation shall occur at the same meeting at which time the ~~reuse~~ application is reviewed by the Board of County Commissioners.

10. Once the application is accepted for review it will remain under review so long as a resubmittal in response to a county reviewer's comments is received within 90 days of the date on which the comments were sent to the applicant with a one time extension of an additional 90 days upon written notification. If a response is not received within this time, the application ~~for request review~~ will be considered withdrawn and cancelled. Further review of the project will require a new application subject to the then current code.

Attachment "C"

POLICY AND PROCEDURE FOR THE EXTINGUISHMENT OF PUBLIC EASEMENTS CONVEYED BY SEPARATE INSTRUMENT RECORDED IN THE PUBLIC RECORDS (CONVEYANCES OTHER THAN ON A SUBDIVISION PLAT) ON PLATTED OR UNPLATTED LAND, EXCEPT FOR PUBLIC ROADS, OR THE EXCHANGE OF REAL PROPERTY.

A. **AUTHORITY**: –Sections 125.01 and 125.37, Florida Statutes.

B. **POLICY**: Requests will be granted as long as the public benefit is established or no public detriment is established. The Board of County Commissioners may:

1. Extinguish, vacate, abandon, discontinue, and close any easements, or any portion thereof, granted to the County or public by any instrument recorded in the public records of Collier County and to renounce and disclaim any right of the County and the public in and to any land in connection therewith; when such interest is granted to the County or public by any instrument recorded in the public records other than on a subdivision plat.

2. Quitclaim, renounce, and disclaim any right of the County and the public in and to any land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for drainage, utilities, access, maintenance, preservation, or conservation or other public purposes; when such interest is granted to the County or public by any instrument recorded in the public records of Collier County other than on a subdivision plat.

3. To make an exchange of real property whenever, in the opinion of the County Commissioners, the County holds and possesses any real property, not needed for county purposes, and such property may be to the best interest of the County exchanged for other real property, which the County may desire to acquire for county purposes, as authorized by ~~S~~section 125.37, Florida Statutes.

C. **PROCEDURE**:

1. To petition for the extinguishment of County dedicated easement on unplatted land or platted land, an application is to be completed along with the listed items needed for review be submitted to ~~Engineering Services~~ Growth Management, Development Review Division, -and it must be accompanied by a non-refundable application fee (refer

to -Growth Management, Development Services' ~~/ Planning and Regulation~~ current fee schedule for the applicable fee).

2. The petitioner must also provide:

   a) Evidence to show that the petitioner owns the fee simple title to the whole or that part of the parcel on which a public dedicated easement is sought to be extinguished (F~~EE~~ee S~~IMPLE~~imple D~~EED~~eed).

   b) A statement explaining the general public benefit received from the proposed vacation.

   c) A copy of the document which granted, conveyed or dedicated the easement interest to the County or the public.

   d) Certificate(s) showing all State and County taxes have been paid for the subject parcel. (Available from the Collier County Tax Collector's Office, Building C-1, in the Government Center).

   e) Assessment Map. (Available from the Collier County Property Appraiser's Office, Radio Road).

   f) Site Plan - the site plan must be on 8 ½" X 11" paper with an adequate scale showing all data pertinent to the proposed extinguishment, which shall include at least the following:

      (1) Date of drawing
      (2) Scale
      (3) North arrow
      (4) Locations and dimensions of property lines, abutting rights-of-way, easements, setbacks, off-street parking, and proposed and/or existing above and below grade structures~~, and any proposed landscaping.~~
      (5) Location of proposed extinguishment and, if applicable, proposed dedication~~.~~

   ~~f~~)g)A sketch and l~~L~~egal description of what is to be extinguished submitted on 8 ½" X 11" paper labeled in bold capital letters as EXHIBIT "A". ~~This legal description is to be accompanied by a sketch of the legal description.~~ Both the sketch and legal description ~~and sketch~~ are to be signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Florida Professional Surveyor and Mapper.

   h) When applicable, a copy of the recorded subdivision plat. (Available from the Clerk of Court Recording Department online or on the 2nd Floor of the Collier County Courthouse).

i) A property ownership disclosure form listing all persons with equitable interests in the application.

~~g)~~j) Letters of No Objection~~"~~ from all pertinent utility companies or authorized users of the easement and/or dedicated public area as determined by the Growth Management, Development Review Division Administrator or their designee. Such letters may include but shall not be limited to the following:

(1) Electric Company
(2) Telephone Company
(3) Cable Television Company
(4) Collier County Sheriff's Office
(5) Homeowner's Association
(6) Rescue and Fire Control District
(7) Adjacent property owners

The letter sent to the utility companies and authorized users requesting a "Letter of No Objection" shall contain the statement "I have no objection to the proposed vacation" at the bottom of the letter with a signature block directly below it.

Upon submitting the petition for approval, ~~Engineering Services~~Development Review Division will distribute the package to the following areas for their approval or objection:~~.~~

(~~1~~8) Collier County Public Utilities Engineering & Project Management Division ~~Utilities/PUED~~
(~~2~~9) Collier County ~~Engineering Services~~Development Review Division ~~Subdivision Review~~
(~~3~~10) Collier County ~~Engineering Services~~Capital Project Planning, Impact Fees & Program Management Division – Stormwater Review
(~~4~~11) Collier County Capital Project Planning, Impact Fees & Program Management Division – Transportation ~~Department~~ Planning Review

If the petitioner is unable to get the pertinent "approvals" or Letters of No Objection~~s~~ from those listed above, then the application is deemed denied~~"null and void."~~

~~h)~~k) To the extent applicable, where the petitioner desires to exchange ~~his/her~~their interest with that interest dedicated to the County, the requirements and procedures of ~~§~~section 125.37, Florida Statutes, and the Collier County Utilities Standards and Procedures Ordinance No. ~~97-17~~ 04-31, as amended, shall be utilized as practicable and legally required. The reviewing parties are under no obligation to accept the offered alternative. If a Petition to Vacate is premised on the grant of a replacement easement, the Board will not take action on the Petition until the instrument necessary to grant the alternative real property interest has been accepted in form and content by all reviewing parties and the County Attorney's Office, it is properly executed by the granting or conveying entity, and delivered to the County Attorney's Office to be held

in trust pending the Board's consideration of the requested vacation. The following shall be submitted:

(1) A sketch and l~~L~~egal description ~~and sketch~~ of what is to be dedicated, prepared along with a current attorney's title opinion or certification by a title company and noted on the sketch, signed and sealed by a Florida Professional Surveyor and Mapper and have a "Prepared by" block listing the name and address of the Florida Professional Surveyor and Mapper.~~,~~
(2) Attorney's ~~Title~~ title ~~Opinion~~ opinion or certification by a title company ~~Ownership & Encumbrance Report~~ (current).~~,~~
(3) Executed conveyance document, and~~.~~
(4) Executed subordination documents.

3. ~~Engineering Services~~Development Review Division will review the petition for completeness and compliance with this Resolution. ~~Engineering Services~~Development Review Division will prepare an appropriate executive summary and resolution and transmit both documents to the office of the County Attorney for approval.

If approved as to form and legality by the County Attorney, the petition will be filed with the Clerk to the Board with a request for a time and date for a public hearing.

4. ~~Where an~~For exchanges of real property ~~interest is applicable~~pursuant to section 125.37, Florida Statutes, the terms and conditions of any such exchange of property shall be published, once a week for at least two weeks, in a newspaper of general circulation published in the County prior to the adoption by the Board of County Commissioners.

45. In the event that the owner of the property in question does not represent ~~him~~themself at the BCC meeting, they must provide a signed letter or appropriate documentation which authorizes another specific person to represent ~~him~~them.

~~5~~6. The processing of this petition shall coincide, where applicable, with the processing of such other platting or land use change applications proposed for the same property with regard to submissions of applications, staff reviews, reviews by advisory bodies, or the Board of County Commissioners, so that the decision on such extinguishment shall occur at the same meeting at which time the ~~re-use~~ application is reviewed by the Board of County Commissioners.

~~6~~7. Once the application is accepted for review it will remain under review so long as a resubmittal in response to a county reviewer's comments is received within 90 days of the date on which the comments were sent to the applicant with a one time extension of an additional 90 days upon written notification. If a response is not received within this time, the application ~~for request review~~ will be considered withdrawn and cancelled. Further review of the project will require a new application subject to the then current code.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the **Collier County Board of County Commissioners** commencing at **9:00 a.m.** on **January 14, 2025**, in the Board of County Commissioners meeting room, third floor, Collier Government Center, 3299 East Tamiami Trail, Naples, FL, to consider:

RESOLUTION NO. 2025-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, TO CONDITIONALLY DISCLAIM, RENOUNCE AND VACATE THE COUNTY AND THE PUBLIC INTEREST IN A PORTION OF TRAIL BOULEVARD, DEPICTED AS AN 80-FOOT RIGHT OF WAY ADJACENT TO LOTS 25 THROUGH 30, BLOCK A, PINE RIDGE, AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LOCATED ON THE EAST SIDE OF TAMIAMI TRAIL NORTH (U.S. 41) AND NORTH OF PINE RIDGE ROAD, IN SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA. [PL20240002006]

A copy of the proposed Resolution is on file with the Clerk to the Board and is available for inspection. All interested parties are invited to attend and be heard.

All persons wishing to speak on any agenda item must register with the County Manager prior to presentation of the agenda item to be addressed. Individual speakers will be limited to 3 minutes on any item. The selection of an individual to speak on behalf of an organization or group is encouraged. If recognized by the Chairman, a spokesperson for a group or organization may be allotted 10 minutes to speak on an item. Written materials intended to be considered by the Board shall be submitted to the appropriate County staff a minimum of 7 days prior to the public hearing. All materials used in presentations before the Board will become a permanent part of the record.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

Any person who decides to appeal any decision of the Board will need a record of the proceedings pertaining thereto and therefore, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Facilities Management Division, located at 3335 Tamiami Trail East, Suite 101, Naples, FL 34112-5356, (239) 252-8380, at least two days prior to the meeting. Assisted listening devices for the hearing impaired are available in the Board of County Commissioners Office.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA
BURT L. SAUNDERS, CHAIRMAN

CRYSTAL K. KINZEL, CLERK
By: Yani Fernandez, Deputy Clerk
December 26, 2024, through January 14, 2025

VAC-PL20240002006
5380-5400 Trail Blvd
(BCC – January 14, 2025)

Board of County Commissioners

Publication Date: 12/26/2024
Expiration Date: 01/16/2025
Notices.CollierClerk.com

Executive Summary

Recommendation to adopt a Resolution approving amendments (appropriating carry forward, transfers, and supplemental revenue) to the Fiscal Year 2024-25 Adopted Budget. (The Budget Amendments in the attached Resolution have been reviewed and approved by the Board of County Commissioners via separate Executive Summaries.)

OBJECTIVE: That the Board of County Commissioners adopts the attached resolution and the related amendments that amend the Fiscal Year 2024-25 adopted budget in accordance with Section 129.06, Florida Statutes.

CONSIDERATIONS: Section 129.06, Florida Statutes defines how an annual budget, as adopted by the Board, can be amended. Certain budget amendments that increase the total appropriations of a fund over the adopted annual budget must be approved by resolution of the Board of County Commissioners after an advertised public hearing. Budget amendments requiring such approval include the appropriation of carry forward, interfund transfers, and supplemental revenue.

The budget amendments in the attached resolution cover Board approved items through December 10, 2024.

This is a public hearing to amend the budget for Fiscal Year 2024-25. Each of these budget amendments has been reviewed and approved by the Board of County Commissioners via separate Executive Summaries.

A summary of the attached resolution has been advertised as required in Section 129.06 Florida Statutes. The attached resolution was available for public review and inspection with the related budget amendments and executive summary at the Office of Management and Budget. The amendments and summary are included herein by reference in the resolution.

FISCAL IMPACT: The amendments and related executive summaries, which were previously considered and approved by the Board, contained their respective fiscal impact statements.

GROWTH MANAGEMENT IMPACT: There is no Growth Management Impact associated with this Executive Summary.

LEGAL CONSIDERATIONS: The County Attorney's Office has reviewed and approved the attached resolution for legal sufficiency - JAK.

RECOMMENDATIONS: To adopt the attached Resolution amending the Fiscal Year 2024-25 Adopted Budget.

PREPARED BY: Christopher Johnson, Director of Corporate Financial Management Services

ATTACHMENTS:

1. Resolution Format FY24 through 1.14.25 (2025-PH)_001
2. 25-160
3. 25-163
4. 25-166
5. 25-172
6. 25-173
7. 25-182
8. 25-183

RESOLUTION NO. 25-

A RESOLUTION PURSUANT TO SECTION 129.06(2), FLORIDA STATUTES, AMENDING THE BUDGET FOR THE 2024-25 FISCAL YEAR.

WHEREAS, Section 129.06(2), Florida Statutes, provides that the Board of County Commissioners (hereinafter also referred to as "Board") at any time within a fiscal year may amend a budget for that year, and provides the procedures therefore; and

WHEREAS, the Board of County Commissioners of Collier County, Florida, has received copies of budget amendments which appropriate: unanticipated carry forward, or make transfers from one fund to another; and

WHEREAS, the Board has determined that it is appropriate to amend the Budget for Fiscal Year 2024-25 by resolution pursuant to Section 129.06, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that the budget amendments to the FY 2024-25 Budget described below are approved and hereby adopted and the FY 2024-25 Budget is so amended.

FUND	BUDGET AMENDMENT NUMBERS	INCREASE (DECREASE) CARRY FORWARD OR INTERFUND TRANSFERS IN	INCREASE (DECREASE) RECEIPT	INCREASE (DECREASE) EXPENDITURE	INCREASE (DECREASE) RESERVES	INCREASE (DECREASE) INTERFUND TRANSFERS
1809 MPO Grants	25-160 (12/10/24-16B2)	8,739.03		8,739.03 To recognize carryforward funding for the Collier Metropolitan Planning Organization (MPO), earned from the FY 2023/24 Transportation Disadvantaged Planning Grant.		
1842 Transportation Match	25-163 (12/10/24-16B5)	1,213,445.00		1,213,445.00 To recognize funds needed to provide the 50% match requirement for the Florida Department of Transportation (FDOT) and the County Incentive Grant Program (CIGP) for the design, engineering, and permitting of the Oil Well Road Widening project.		
1842 Transportation Match	25-166 (12/10/24-16B5)	1,761,110.00		1,761,110.00 To recognize funds needed to provide the 50% match requirement for the Florida Department of Transportation (FDOT) and the Transportation Regional Incentive Program (TRIP) for the design, engineering, and permitting of the Oil Well Road Widening project.		
4035 Trans Disadv Match	25-172 (12/10/24-16B15)	62,577.00		62,577.00 To recognize funds needed to provide ongoing support for public transit operations for the residents of Collier County.		
1840 Public Service Match	25-173 (12/10/24-16D2)	3,920.53		3,920.53 To recognize accrued interest on advanced library funding received from the Florida Department of State to be reinvested into the library system.		
1813 Disaster Recovery	25-182 (12/10/24-16F3)	125,000.00		125,000.00 To recognize funds needed for Hurricane Milton cleanup efforts, such as clearing stormwater drainage obstructed by debris and sand and removing displaced sand from the back of the dune within the Pelican Bay Services Division Municipal Services Taxing & Benefit Unit.		
4053 Public Service Match	25-183 (12/10/24-16F4)	1,516.65	825.31	2,341.96 To recognize and appropriate carryforward accrued interest from July 1, 2024 through September 30, 2024, earned by EMS County Grant to support the purchase of medical and rescue equipment.		

BE IT FURTHER RESOLVED that the Clerk is hereby ordered and directed to spread this Resolution in full among the minutes of this meeting for permanent record in his office.
This Resolution adopted this 14th day of January 2025, after motion, second and majority vote.

ATTEST:

CRYSTAL K. KINZEL, CLERK

By: _____
DEPUTY CLERK

Approved as to form and legality:

_____
Jeffrey A. Klatzkow, County Attorney

BOARD OF COUNTY COMMISSIONERS

COLLIER COUNTY, FLORIDA

By: _____
Chris Hall, Chairman

Executive Summary

*** This item has been continued to the January 28, 2025 BCC Meeting. *** Recommendation to repeal and replace Procurement Ordinance No. 2013-69, as amended, with the attached updated Procurement Ordinance.

OBJECTIVE:

CONSIDERATIONS:

FISCAL IMPACT:

GROWTH MANAGEMENT IMPACT:

LEGAL CONSIDERATIONS:

RECOMMENDATIONS:

PREPARED BY:

ATTACHMENTS:
None